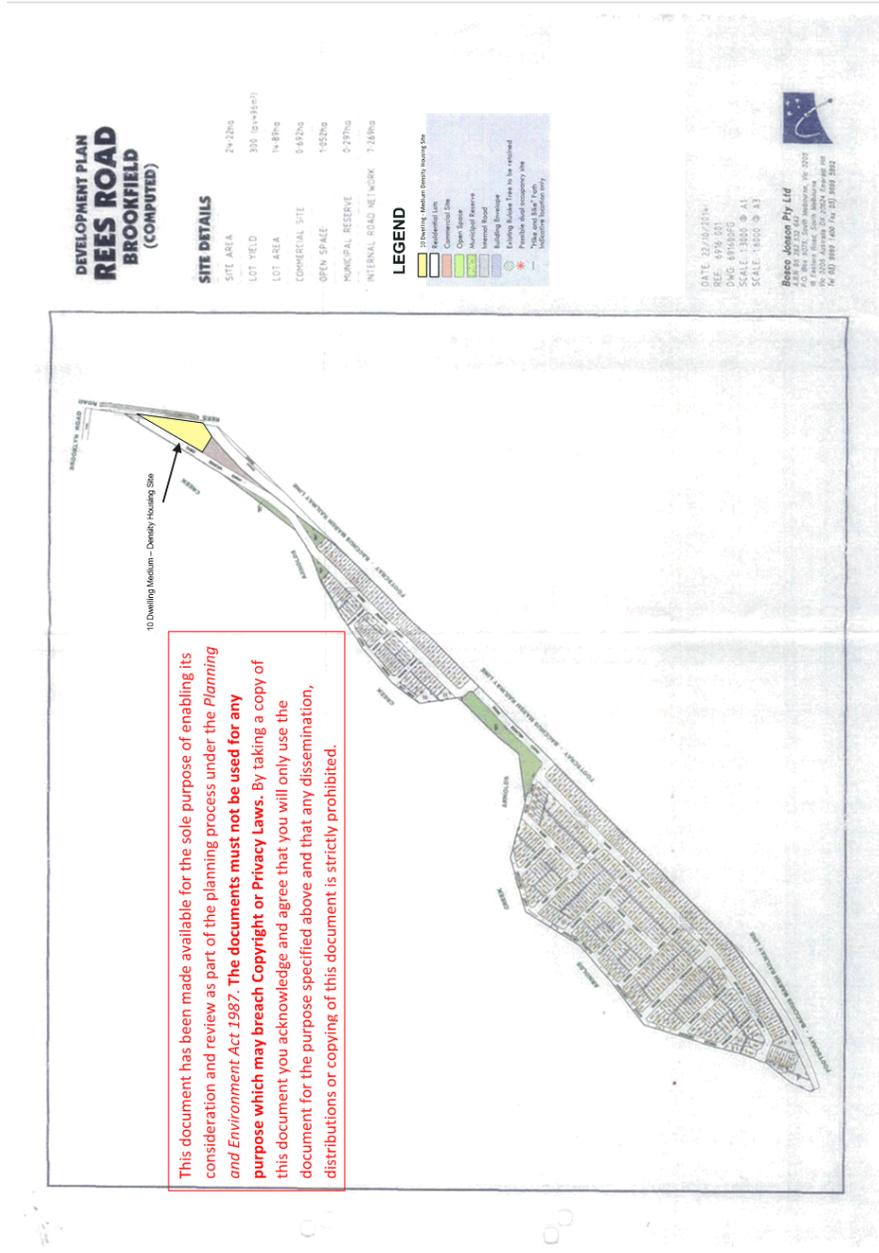


Item 12.21 Planning Application PA S173/2019/16/1 - amendment to a development plan referenced in an existing section 173 agreement by amending the purpose of the subject site on the approved development plan from commercial to a medium density housing site to facilitate consideration of a planning application for construction of 10 dwellings At 1 James Melrose Drive, Brookfield

Appendix 2 Plans for the Proposal and copy of Section 173 Agreement - various dates



Item 12.21 Planning Application PA S173/2019/16/1 - amendment to a development plan referenced in an existing section 173 agreement by amending the purpose of the subject site on the approved development plan from commercial to a medium density housing site to facilitate consideration of a planning application for construction of 10 dwellings At 1 James Melrose Drive, Brookfield

Appendix 2 Plans for the Proposal and copy of Section 173 Agreement - various dates



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Appendix 2 Plans for the Proposal and copy of Section 173 Agreement - various dates

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Application by a Responsible Authority for the making of a Recording of an Agreement

Section 181 Planning and Environment Act 1987

Form 18



Lodged by:

Name: MADDOCKS
Phone: 9258 3555
Address: Level 6, 140 William Street, Melbourne, Victoria, 3000
Ref: TGM:6029984
Customer Code: 1167E

The Responsible Authority having made an agreement referred to in section 181(1) of the Planning and Environment Act 1987 requires a recording to be made in the Register.

Land: ~~part of Certificate of Title Volume 11203 Folio 030 and more particularly being lot 1 on the attached plan~~
Certificates of Title Volume 11443/025 - Volume 11443 Folio 025 - Volume 11443 Folio 095 (inclusive)

Responsible Authority: Melton City Council of Civic Centre, 232 High Street, Melton, Victoria

Section and Act under which agreement made: section 173 of the Planning and Environment Act 1987

A copy of the Agreement is attached to this Application

Date: 20 March 2014

Signature for Responsible Authority: [Signature]
Name of officer: Steve Finlay
Position held: Statutory Planning Co-ordinator

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Appendix 2 Plans for the Proposal and copy of Section 173 Agreement - various dates

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Maddocks

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Info@maddocks.com.au
www.maddocks.com.au
DX 259 Melbourne

AL057022D

Date 4 / 03 /2014



**Agreement under sections 173 and 177
of the Planning and Environment Act 1987**

Subject Land: 308 Rees Road, Brookfield

Purpose: Infrastructure Contributions

Melton ~~Shire~~ Council
and *CITY*

Nu-Age Marketing Pty Ltd ACN 090 613 791
and

Clarks Road Pty Ltd ACN 135 400 449

[6029984: 11124670_3]

Interstate office
Sydney
Affiliated offices around the world through the
Advoc Asia network - www.advocasias.com

Item 12.21 Planning Application PA S173/2019/16/1 - amendment to a development plan referenced in an existing section 173 agreement by amending the purpose of the subject site on the approved development plan from commercial to a medium density housing site to facilitate consideration of a planning application for construction of 10 dwellings At 1 James Melrose Drive, Brookfield

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- 3.3 the amount of the development contributions set out in clause 3.1 and 3.2 above will, after one year from the date of this Agreement, and after every period of one year thereafter, be adjusted in accordance with movements in the CPI;
- 3.4 if the amounts due under this Agreement are not paid prior to the issue of the Statement of Compliance as required, the amount payable will accrue interest from the day the Statement of Compliance is issued at the rate prescribed under section 227A of the *Local Government Act 1989* until the amounts are paid;

Removal of Native Vegetation

- 3.5 no Tree to be Retained shall be removed, destroyed, felled, lopped, ringbarked or uprooted except with the prior written consent of Council;

Road names

- 3.6 the main access road into and out of the Subject Land must be named "James Melrose Drive";
- 3.7 the roads on the Subject Land must include roads known as Heston Street and Phoenix Street;

Medium Density Housing Sites

- 3.8 prior to the endorsement of any plan under the Planning Permit, sites which are to be developed with more than one dwelling must be identified as a medium density housing site; and
- 3.9 any plan of subdivision lodged with Council for certification must contain a restriction which limits the number of houses on any lot to one house unless the site is identified as a medium density housing site on the endorsed plan in which case the limit on the number of dwellings constructed on that lot must be specified as not exceeding the number shown on the endorsed plan or if no number is shown, then the specified limit shall be deemed to be no more than two dwellings.

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4. Further obligations of the owner

4.1 Notice and Registration

The Owner further covenants and agrees that the Owner will bring this Agreement to the attention of all prospective purchasers, lessees, mortgagees, chargees, transferees and assigns.

4.2 Further actions

The Owner further covenants and agrees that:

- 4.2.1 the Owner will do all things necessary to give effect to this Agreement; and
- 4.2.2 the Owner will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject Land in accordance with section 181 of the Act and do all things necessary to enable Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.

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5. Agreement under sections 173 and 177 of the Act

Council and the Owner agree that without limiting or restricting the respective powers to enter into this Agreement and insofar as it can be so treated, this Agreement is made as a deed pursuant to sections 173 and 177 of the Act.

6. Owner's warranties

Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

7. Successors in title

Without limiting the operation or effect that this Agreement has, the Owner must ensure that, until such time as a memorandum of this Agreement is registered on the title to the Subject Land, successors in title shall be required to:

- 7.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- 7.2 execute a deed agreeing to be bound by the terms of this Agreement.

8. General matters

8.1 Notices

A notice or other communication required or permitted to be served by a party on another party must be in writing and may be served:

- 8.1.1 by delivering it personally to that party;
- 8.1.2 by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or
- 8.1.3 by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.

8.2 Service of Notice

A notice or other communication is deemed served:

- 8.2.1 if delivered, on the next following business day;
- 8.2.2 if posted, on the expiration of 2 business days after the date of posting; or
- 8.2.3 if sent by facsimile, when the sending party receives a confirmation of transmission except that where this occurs after 4 pm, the service is deemed to have been effected on the next following business day.

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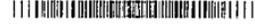
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12. Termination of the 2010 Agreement

- 12.1 The parties agree that the 2010 Agreement will end pursuant to section 177(2) of the Act at the time that the Registrar of Titles makes a recording of this Agreement in the Register, pursuant to section 181(3) of the Act.
- 12.2 After the ending of the 2010 Agreement, Council will inform the Registrar of Titles in the prescribed manner of the ending of the 2010 Agreement pursuant to section 183(1) of the Act.

Item 12.21 Planning Application PA S173/2019/16/1 - amendment to a development plan referenced in an existing section 173 agreement by amending the purpose of the subject site on the approved development plan from commercial to a medium density housing site to facilitate consideration of a planning application for construction of 10 dwellings At 1 James Melrose Drive, Brookfield

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SIGNED, SEALED AND DELIVERED as a Deed by the parties on the date set out at the commencement of this Agreement.

THE COMMON SEAL OF MELTON SHIRE COUNCIL was hereunto affixed in the presence of:



Handwritten signatures of the Chief Executive Officer and a Councillor.

Chief Executive Officer

Councillor

Executed by NU-AGE MARKETING PTY LTD ACN 090 613 791 in accordance with section 127(1) of the Corporations Act 2001:

Handwritten signature of the Sole Director and Sole Company Secretary.

Signature of Sole Director and Sole Company Secretary

MUHAMMAD HAJIULLAH Print full name

Executed by CLARKES ROAD PTY LTD ACN 135 400 449 in accordance with section 127(1) of the Corporations Act 2001:

Handwritten signature of the Director.

Signature of Director

MICHAEL CORRIE

Print full name

Handwritten signature of the Director or Company Secretary.

Signature of Director (or Company Secretary)

DAVID LAIS

Print full name

Mortgagee's Consent

R.M.B.L. Investments Ltd as Mortgagee under Instrument of mortgage No. AH261996D consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

Item 12.21 Planning Application PA S173/2019/16/1 - amendment to a development plan referenced in an existing section 173 agreement by amending the purpose of the subject site on the approved development plan from commercial to a medium density housing site to facilitate consideration of a planning application for construction of 10 dwellings At 1 James Melrose Drive, Brookfield

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Mortgagee's Consent

RMBL INVESTMENTS LIMITED ACN 004 493 789 as proprietor of Mortgage No. AH261996D over Certificates of Title Volume 11203 Folio 939 and Volume 11111 Folio 394 hereby consents to the registration of Agreement under sections 173 and 177.

Signed for and on behalf of RMBL Investments Limited ACN 004 493 789 by two (2) of its attorneys:

- 1) ELENA GRAYSON
2) Alexine Pauline Margaret Courtney

Before me:

Signature of Witness

Laura Beatriz Moya Ramirez

Name of Witness

RMBL Investments Limited by two (2) of its appointed attorneys:

Under Power of Attorney dated 30th May, 2001

A certified copy of which is filed in Permanent order Book No 277 at page 017.