

# Quarry Hills

Scale at A3 - 1:25,000



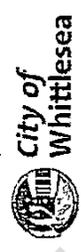
## Quarry Hills Regional Park Plan

# AG906633K

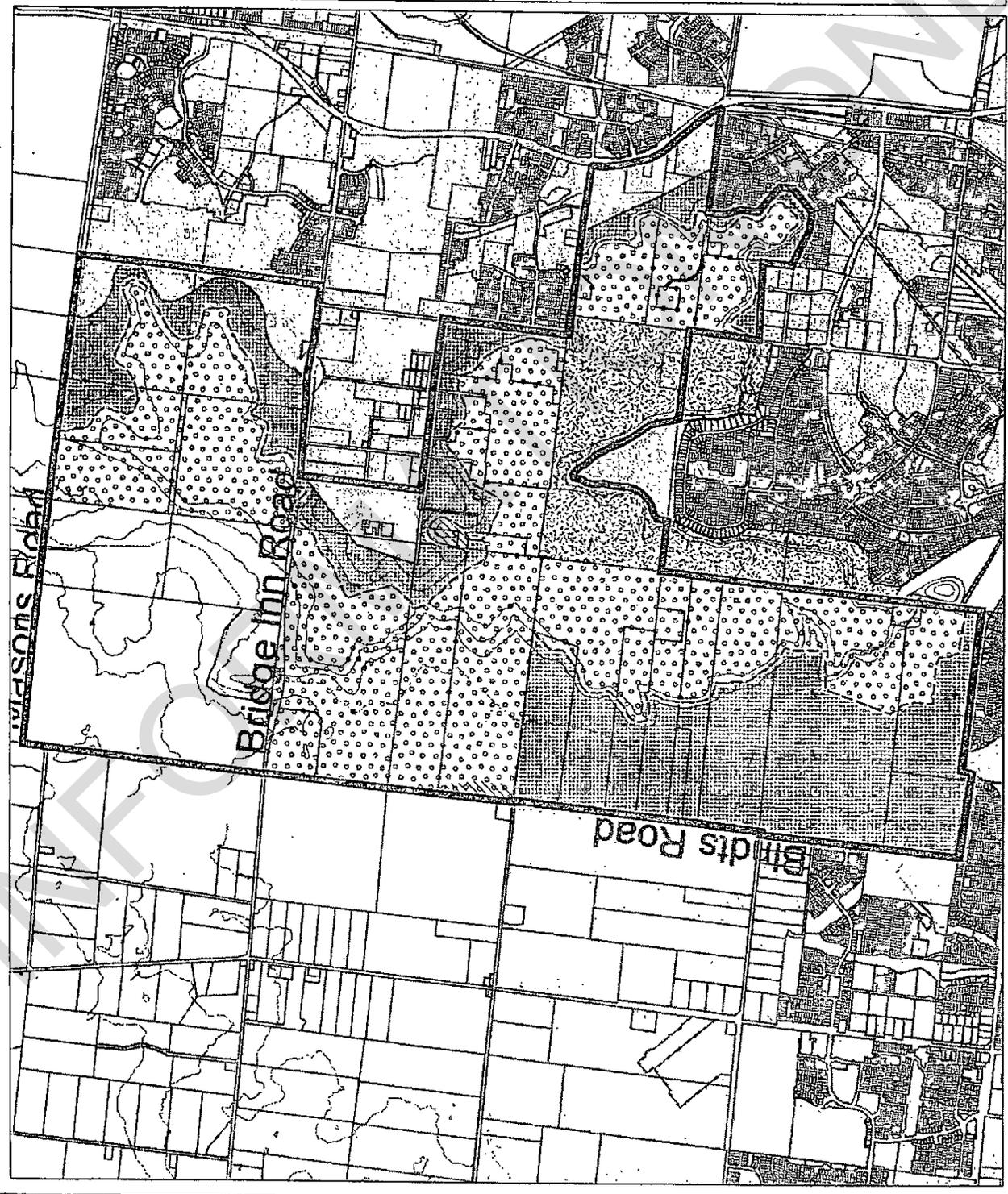
04/12/2009 \$102.90 173



- Land within existing Urban Growth Boundary
- Quarry Hills/Darebin Creek Study Area
- Potential Urban Land
- Existing Quarry Hills Parkland
- Proposed Quarry Hills Parkland



Civic Centre, Ferres Blvd  
 South Morang, Victoria 3752  
 Locked Bag 1  
 Dundoora VIC 3003



AH172150K

20/04/2010 \$102.90 173  




Form 18

Section 181

**APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE MAKING OF A  
RECORDING OF AN AGREEMENT**

*Planning and Environment Act 1987*

Lodged at the Land Titles Office by:

Name: Maddocks  
Phone: 9288 0555  
Address: 140 William Street, Melbourne 3000 or DX 259 Melbourne  
Ref: TGM: Customer Code: 1167E

The 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 for the land.

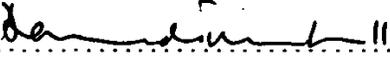
Land: Volume <sup>3652</sup>~~3652~~ Folio 253

100 Binders Road, Wollsest

Authority: Whittlesea City Council, Ferres Boulevard, South Morang, Victoria 3752

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

Signature for the Authority: 

Name of officer: DAVID TURNBULL

Office held: CEO

Date: 25-2-10

1515

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Date / /2009

**Agreement under Section 173  
of the Planning and Environment Act 1987**

**Subject Land: Quarry Hills Regional Park – Precinct 4 (Bindts Road)**

**Whittlesea City Council**

and

**Glenn Birthisel, Bruce Birthisel, Dale Birthisel, Lisa Marie Johnson**

*Marie Johnson*

**AH172150K**

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6411645\_1]

[5572313: 6645093\_1]

# Agreement under Section 173 of the Planning and Environment Act 1987

Dated        /        /

**AH172150K**



## Parties

Name	<b>WHITTLESEA CITY COUNCIL</b>
Address	Municipal Offices, 25 Ferres Boulevard, South Morang VIC 3752
Facsimile	(03) 9217 2111
Email	
Contact	Town Planning Department
Short name	<b>Council</b>

Name	<b>GLENN BIRTHISEL, BRUCE BIRTHISEL, DALE BIRTHISEL AND LISA MARIE JOHNSON</b>
Address	100 Bindts Road, Wollert
Telephone	
Email	
Contact	Glenn Birthisel
Short name	<b>Owner</b>

## Background

- A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. Council has identified that part of the Subject Land (**Urban Land**) is suitable for development for residential purposes and will achieve a net community benefit outcome if part of the Subject Land (**Open Space Land**) is transferred into public ownership.
- D. Council and the Owner have agreed to jointly submit to the Minister that the Urban Land be included within the Urban Growth Boundary and an Urban Growth Zone.
- E. Council and the Owner have agreed that the Open Space Land will be transferred to Council for the incorporation into the Quarry Hills Regional Park, on the terms and conditions in this Agreement.
- F. Council and the Owner have agreed that the Urban Development of the Urban Land and the transfer of the Open Space Land may occur in stages.

- G. As at the date of this Agreement, the Subject Land is encumbered by Mortgage No. X558797F in favour of the Mortgagee. The Mortgagee has consented to the Owner entering into this Agreement with respect to the Subject Land.
- H. The parties enter into this Agreement to achieve a net community benefit outcome in providing additional land for housing and additional land for the Quarry Hills Regional Park. The parties agree that this will assist in achieving and advancing the objectives of planning in Victoria and the objectives of the Planning Scheme.

## THE PARTIES AGREE

### 1. Definitions

In this Agreement the words and expressions set out in this clause have the following meanings unless the context admits otherwise:

**Act** means the Planning and Environment Act 1987.

**Agreement** means this agreement and any agreement executed by the parties expressed to be supplemental to this Agreement.

**Amendment** means an amendment to the Planning Scheme which has the effect of including all of the Urban Land within the Urban Growth Boundary.

**Approval Date** means the date on which the Amendment comes into operation under section 37 of the Act.

**Development Contribution Plan** means a development contribution plan howsoever it is known or referred to which is incorporated into the Planning Scheme and has the effect of requiring the payment of a levy or the carrying out of works in lieu of payment of a levy for infrastructure.

**Dispute** means any dispute between the parties arising out of or in connection with this Agreement.

**Open Space Land** means that part of the Subject Land which is identified on the Surveyed Property Plan as being land the Open Space Land.

**Owner** means the person or a person registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of it and includes a Mortgagee-in-possession.

**party or parties** means the Owner and Council under this Agreement as appropriate.

**Plan of Subdivision** means a plan of subdivision which creates an additional lot which can be disposed of separately or which is intended to be used for a dwelling or which can be re-subdivided.

**Planning Scheme** means the Whittlesea Planning Scheme and any other planning scheme that applies to the Subject Land.

**Precinct Structure Plan** means a precinct structure plan that provides for the Urban Development of the Urban Land.

**Property Plan** means the plan attached to this agreement and marked with the letter "A" for identification, as amended from time to time by agreement in writing between the parties..



**Quarry Hills Regional Park** means the regional park by the same or similar name proposed by Council to be established generally in the vicinity of the regional park identified in the Quarry Hills Regional Park Plan.

**Quarry Hills Regional Park Plan** means the plan attached to this agreement and marked with the letter "B" for identification, as amended from time to time by agreement in writing between the parties.

**Schedule** means the schedule to this Agreement.

**Statement of Compliance** means a Statement of Compliance under the Subdivision Act 1988.

**Subject Land** means the land described in Schedule 1 and identified as the Subject Land on the Property Plan.

**Surveyed Property Plan** means the plan that the parties agree upon pursuant to clause 3.2.2 of this Agreement.

**Tribunal** means the Victorian Civil and Administrative Tribunal.

**Urban Development** means residential subdivision and development, including any retail / commercial services, community services or recreation facilities reasonably required to service the residential development.

**Urban Land** means that part of the Subject Land which is identified on the Surveyed Property Plan as being the Urban Land.

**Work Authority** means the work authority relating to the Subject Land approved under the Extractive Industries Development Act 2005 as amended from time to time.

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## 2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1.1 The singular includes the plural and vice versa.
- 2.1.2 A reference to a gender includes a reference to each other gender.
- 2.1.3 A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
- 2.1.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- 2.1.5 A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.
- 2.1.6 A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
- 2.1.7 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.



2.1.8 The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land provided that if the Subject Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

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### 3. Boundary of the Open Space Land, the Quarry Land and the Urban Land

- 3.1 The parties acknowledge that as at the date of this Agreement they may not have agreed upon the precise boundaries of the Open Space Land and the Urban Land.
- 3.2 The parties agree that:
- 3.2.1 the boundaries of the Open Space Land and the Urban Land will be generally in accordance with the boundaries of those land parcels shown on the Property Plan;
  - 3.2.2 following execution of this Agreement, the parties will agree on a plan that shows the surveyed boundaries of the Open Space Land and the Urban Land.

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### 4. Transfer of Open Space Land

#### 4.1 Obligation to transfer

- 4.1.1 Subject to clause 4.1.2, the Owner must transfer the Open Space Land to the Council:
- (a) free of all encumbrances, charges or liens of any kind;
  - (b) with the boundary between the Open Space Land and the Urban Land fenced with a rural type post and wire fence at the cost of the Owner to the satisfaction of Council; and
  - (c) in a state which is to the best endeavours of the Owner, free of noxious and environmental weeds to the satisfaction of Council.
- 4.1.2 Subject to clause 4.2, the Owner is obliged to transfer the Open Space Land to the Council when:
- (a) the Amendment comes into force under section 37 of the Act; and
  - (b) a planning permit that authorises the Urban Development of the Urban Land generally in accordance with the provisions of the Precinct Structure Plan is issued,
- whichever occurs later.

#### 4.2 Open Space Land may be transferred in stages

- 4.2.1 The parties agree that if the Urban Land is subdivided in stages the Owner may transfer the Open Space Land to the Council in stages in accordance with the Staging Agreement.
- 4.2.2 Prior to the grant of a planning permit that authorises the Urban Development of the Urban Land the parties will enter into an agreement (the **Staging Agreement**) that:



- (a) sets out a program for the staged residential subdivision of the Urban Land and the staged transfer of the Open Space Land to Council; and
- (b) specifies which part of the Open Space Land must be transferred to Council at each stage of the subdivision.

4.2.3 The parties agree that the part of the Open Space Land that must be transferred to Council at a particular stage of the development:

- (a) will unless specifically required by Council to be transferred as a lot, be shown as a reserve on the Plan of Subdivision for that stage; and
- (b) will vest in Council upon the registration of the Plan of Subdivision for that stage.

4.2.4 The parties agree that Council may refuse to endorse plans under a planning permit which depict the staged subdivision of the Urban Land if a Staging Agreement has not been executed by the parties.

4.2.5 The parties agree that the Staging Agreement may be amended from time to time with the agreement of both parties, such agreement not to be unreasonably withheld.

#### 4.3 Public open space contribution

The parties acknowledge and agree that:

- 4.3.1 the transfer of the Open Space Land to Council satisfies any requirements that the Owner may have in relation to the provision of public open space for regional public open space, regional parks or large local parks as referred to in standard C13 of clause 56.05-2 of the Planning Scheme associated with the development of the Urban Land;
- 4.3.2 the transfer of the Open Space Land to Council must be treated as a credit against any requirement that the Owner may have to set aside land for public open space under the Subdivision Act 1988 or clause 52.01 of the Planning Scheme, other than any public open space reasonably required by Council for small local parks as referred to in standard C13 of clause 56.05-2 of the Planning Scheme; and
- 4.3.3 subject to clause 4.3.2, the Council may require the Owner to provide further public open space for small local parks by reason of the development of the Urban Land if the small local parks are reasonably required under standard C13 of clause 56.05-2 of the Planning Scheme.

#### 4.4 Precinct Structure Plan and Development Contributions

- 4.4.1 The parties acknowledge and agree that the development potential of the Urban Land will be determined by a Precinct Structure Plan to be prepared in respect of the Urban Land.
- 4.4.2 The parties acknowledge and agree that infrastructure requirements or contributions to the provision of infrastructure (**Development Contributions**) by the Owner and others will be determined as part of the process of preparing a Precinct Structure Plan, through a further agreement or through a Development Contribution Plan.
- 4.4.3 The parties acknowledge and agree that the transfer of the Open Space Land to Council satisfies any requirement that the Owner may have to make a Development Contribution consisting of:

- (a) the provision of public open space for regional public open space, regional parks or large local parks; or
- (b) the payment of a levy in lieu of the provision of public open space for regional public open space, regional parks or large local parks,

under the Subdivision Act 1988 or clause 52.01 of the Planning Scheme.

---

## 5. Specific Obligations of Council

### 5.1 The Amendment

Council must make a submission to the Minister and the Growth Areas Authority that the Urban Land be included within the Urban Growth Boundary and zoned either Urban Growth Zone or an appropriate residential zone;

### 5.2 Use of the Open Space Land

5.2.1 Council acknowledges and agrees that:

- (a) it will use the Open Space Land for open space purposes; or
- (b) it may transfer the Open Space Land to another public authority for management of the Open Space Land as public open space.

---

## 6. Further Obligations

### 6.1 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.

### 6.2 Further actions - Owner

The Owner further covenants and agrees that:

- 6.2.1 the Owner will do all things necessary to give effect to this Agreement;
- 6.2.2 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.

### 6.3 Further actions – Council

Subject to clause 12.5, the Council further covenants and agrees that the Council will do all things necessary to give effect to this Agreement.

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**7. Costs**

Each party must pay their own costs and expenses (including legal expenses) associated with the preparation, drafting, finalisation, engrossment, execution and recording of this Agreement.

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**8. Agreement under Section 173 of the Act**

8.1.1 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 section 173 of the Act, and the obligations of the Owner under this Agreement are obligations to be performed by the Owner as conditions subject to which the Subject Land may be used and developed for specified purposes.

8.1.2 The parties further 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 also made as a commercial agreement between the parties.

---

**9. 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.

---

**10. Council's Warranties**

10.1 Each representative of the Council who executes this Agreement warrants that:

10.1.1 the authority under which the representative has been appointed to execute this Agreement on behalf of Council is effective; and

10.1.2 the representative has received no notice of the termination (including any event which would constitute termination by operation of law) of the authority to execute this Agreement on behalf of the Council.

---

**11. Successors in Title**

11.1 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:

11.1.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and

11.1.2 execute a deed agreeing to be bound by the terms of this Agreement.

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## 12. General Matters

### 12.1 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:

- 12.1.1 by delivering it personally to that party;
- 12.1.2 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
- 12.1.3 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.

### 12.2 Service of Notice

A notice or other communication is deemed served:

- 12.2.1 if delivered, on the next following business day;
- 12.2.2 if posted, on the expiration of 7 business days after the date of posting; or
- 12.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

### 12.3 No Waiver

Any time or other indulgence granted by Council to the Owner or any variation of the terms and conditions of this Agreement or any judgment or order obtained by Council against the Owner will not in any way amount to a waiver of any of the rights or remedies of Council in relation to the terms of this Agreement.

### 12.4 Severability

If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it must be severed and the other provisions of this Agreement will remain operative.

### 12.5 No Fettering of Council's Powers

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of Council to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Subject Land including the provision of public open space in accordance with standard C13 of clause 56 of the Planning Scheme or relating to any use or development of the Subject Land.

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## 13. GST

13.1 In this clause words that are defined in *A New Tax System (Goods and Services Tax) Act 1999* have the same meaning as their definition in that Act.

13.2 Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.



13.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 13.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.

13.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 13.3.

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#### 14. Commencement of Agreement

This Agreement commences when the Agreement is executed.

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#### 15. Ending of Agreement

##### 15.1 Ending of whole of the Agreement

15.1.1 This Agreement ends:

- (a) when the Owner has complied with all of the obligations imposed on the Owner under this Agreement as evidenced by a letter from Council to the Owner agreeing that the Agreement can be removed from the title to the Subject Land in which case this Agreement ends on the date of that letter; or
- (b) if the Amendment is not approved by the Minister in accordance with the Act within four years from the date of this Agreement, unless the parties agree otherwise in writing.

15.1.2 As soon as reasonably practicable after the Agreement has ended, Council will, at the request and at the cost of the Owner execute an application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register.

##### 15.2 Ending of Agreement in relation to part of the Subject Land

15.2.1 At any time prior to the ending of this Agreement the Council may by notice in writing to the Owner, release any part of the Subject Land from the effect of this Agreement. On the service of a notice under this clause, this Agreement will terminate as to the part of the Subject Land specified in the notice. This Agreement will remain in full force and effect in relation to that part of the Subject Land that is not specified in the notice.

15.2.2 As soon as reasonably practicable after any part of the Subject Land is released from the effect of this Agreement pursuant to clause 15.2.1, Council will, at the request and at the cost of the Owner, execute an application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register in relation to that part of the Subject Land that has been released from the effect of this Agreement

---

#### 16. Dispute resolution

16.1.1 Except as otherwise specified in this Agreement, if any Dispute arises then, subject to clause 16.1.5, either party may at its election:



- (a) refer the Dispute to the Tribunal for resolution to the extent permitted by the Act; or
  - (b) refer the Dispute to arbitration by an arbitrator agreed upon in writing by the parties or, in the absence of such agreement the chairman of the Victorian Chapter of the Institute of Arbitrators, Australia or his nominee.
- 16.1.2 A party must not commence arbitration or refer the Dispute to the Tribunal until it has complied with clauses 16.1.3 and 16.1.4.
- 16.1.3 If a Dispute arises, then either party will send a notice of Dispute in writing adequately identifying and providing details of the Dispute.
- 16.1.4 Within 14 days after service of a notice of Dispute, the parties must:
- (a) confer at least once to attempt to resolve the Dispute; and
  - (b) failing resolution of the Dispute, explore and if possible agree on methods of resolving the Dispute by other means.

At any such conference, each party must be represented by a person having authority to agree to a resolution of the Dispute.

- 16.1.5 If the Dispute cannot be resolved or if at any time either party considers that the other party is not making reasonable efforts to resolve the Dispute, either party may by notice to the other party refer the Dispute to the Tribunal (to the extent permitted by the Act) or to arbitration.

**AH172150K**

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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 WHITTLESEA CITY COUNCIL was hereunto affixed in the presence of:

*[Signature]*  
.....

Chief Executive Officer

Bruce

Signed by ~~Glen~~ Bruce Birthisel in the presence of:

*[Signature]*  
.....

*[Signature]*  
.....  
Witness (Bridie Allanadale)

Glen

Signed by ~~Bruce~~ Glen Birthisel in the presence of:

*[Signature]*  
.....

*[Signature]*  
.....  
Witness (Bridie Allanadale)

Signed by Dale Birthisel in the presence of:

*[Signature]*  
.....

*[Signature]*  
.....  
Witness (Bridie Allanadale)

Signed by Lisa Marie Johnson in the presence of:

*[Signature]*  
.....

Witness

*[Signature]*  
.....

AH172150K

20/04/2010 \$102.90 173



**Mortgagee's Consent**

LIMITED ACN 004044937

National Australia Bank as Mortgagee of registered mortgage No. X558797F 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.



SUMAN LAL  
BUSINESS BANKING  
MANAGER

INFORMATION ONLY

AH172150K  
20/04/2010 \$102.90 173  


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## Schedule 1

### The Subject Land:

Address: 100 Bindts Road, Wollert

Certificate of Title Details: Volume 3682 Folio 253

**AH172150K**

20/04/2010 \$102.90 173



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## Annexure A – The Property Plan

INFORMATION ONLY

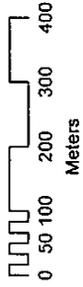
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20/04/2010 \$102.90 173



# Quarry Hills

Scale at A3 - 1:7,500



100 Bindt's Road

Total Area = 24Ha

Developable Area = 14Ha

Parkland = 10Ha

Urban Area

Open Space Land

Preferred UGB Alignment  
(the boundary has been derived  
generally in accordance with the  
190 contour line)

Existing UGB

Quarry Hills Boundary

# AH172150K

20/04/2010

\$102.90

173



City of  
Whittlesea

Civic Centre, Ferras Blvd  
 South Morang Victoria 3752  
 Locked Bag 1  
 Bundoora VIC 3083



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## Annexure B – The Quarry Hills Regional Park Plan

INFORMATION ONLY

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20/04/2010 \$102.90 173





# Department of Environment, Land, Water & Planning

## Electronic Instrument Statement

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The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

Produced 09/09/2025 11:14:58 AM

Status	Registered	Dealing Number	AT550694F
Date and Time Lodged	27/08/2020 12:03:27 PM		

### Lodger Details

Lodger Code	19241U
Name	PARTNERS OF HALL & WILCOX
Address	
Lodger Box	
Phone	
Email	
Reference	SZT - 168967.0003

## APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
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### Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

### Estate and/or Interest

FEE SIMPLE

### Land Title Reference

3682/253

### Instrument and/or legislation

RECORD - STATEMENT  
Planning & Environment Act - section 110

### Applicant(s)

Name	HEAD, TRANSPORT FOR VICTORIA
Address	
Street Number	1
Street Name	SPRING
Street Type	STREET
Locality	MELBOURNE
State	VIC
Postcode	3000

### Additional Details



# Department of Environment, Land, Water & Planning

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## Electronic Instrument Statement

Additional Information : COMPENSATION FOR FINANCIAL LOSS FOR THE PURPOSES OF SECTION 98 AND SECTION 106(1) OF THE PLANNING AND ENVIRONMENT ACT 1987 (VIC), THE RELEVANT AMOUNTS RELATING TO THE CALCULATION OF THE 'PRESCRIBED AMOUNT' ARE AS FOLLOWS: A = \$2,850,000 B = \$2,900,000

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The applicant requests the recording of this Instrument in the Register.

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### Execution

1. The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	HEAD, TRANSPORT FOR VICTORIA
Signer Name	EMILY KYRIACOU
Signer Organisation	PARTNERS OF HALL & WILCOX
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	27 AUGUST 2020

---

### File Notes:

NIL

---

This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.

Statement End.

AX150619R

**Statement of compensation paid**  
**Section 110(2) Planning and Environment Act 1987**

**Privacy Collection Statement**

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Lodged by

Name: VICTORIAN GOVERNMENT SOLICITOR'S OFFICE  
Phone: 0427 767 582  
Address: LEVEL 33, 80 COLLINS STREET MELBOURNE VIC 3000  
Reference: 2101137 s110  
Customer code: 21290S

The applicant having paid their compensation to the owners or occupiers, requests that a recording of this statement is made in the Register.

Land for which compensation has been paid: (volume and folio)

VOLUME 12342 FOLIO 191

Applicant: (full name and address, including postcode)

HEAD, TRANSPORT FOR VICTORIA, 1 SPRING STREET, MELBOURNE, VIC, 3000

Owners or occupiers: (full name and address, including postcode)

DAHUA GROUP MELBOURNE NUMBER 8 PTY LTD OF 50/360 ELIZABETH STREET MELBOURNE VIC 3000

Details of compensation:

ON 25 JUNE 2019, TRAJCE CVETANOVSKI, MILICA CVETANOVSKI, CVETAN CVETANOVSKI AND NACKA CVETANOVSKI ('FORMER OWNERS') MADE A CLAIM PURSUANT TO S 98 AND 106 OF THE PLANNING AND ENVIRONMENT ACT 1987 ('ACT') FOR LOSS SUFFERED AS THE NATURAL, DIRECT AND REASONABLE CONSEQUENCE OF THE LAND BEING RESERVED FOR A PUBLIC PURPOSE UNDER A PLANNING SCHEME.

ON 24 MAY 2023, COMPENSATION OF \$9,985,000 WAS PAID BY THE APPLICANT TO THE FORMER OWNERS COMPRISING \$9,920,000 IN FINANCIAL LOSS AND \$65,000 IN PROFESSIONAL EXPENSES UNDER S 101 OF THE ACT.

FOR THE PURPOSES OF THE FORMULA IN S 41(7) OF THE LAND ACQUISITION AND COMPENSATION ACT 1986:

THE 'A' VALUE IS: \$9,861,600, BEING THE LOSS OF MARKET VALUE DUE TO THE RESERVATION OF THE LAND FOR A PUBLIC PURPOSE IN A PLANNING SCHEME.

THE 'B' VALUE IS \$9,961,600, BEING THE VALUE THAT THE LAND WOULD HAVE HAD IF IT WAS NOT RESERVED FOR A PUBLIC PURPOSE UNDER A PLANNING SCHEME.

35271702A

110(2)PEA

Page 1 of 3

**THE BACK OF THIS FORM MUST NOT BE USED**

Land Use Victoria contact details: see [www.delwp.vic.gov.au/property](http://www.delwp.vic.gov.au/property)>Contact us

**Statement of compensation paid**  
**Section 110(2) Planning and Environment Act 1987**

AX150619R

**Privacy Collection Statement**

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Amount paid:

\$9,920,000

Reason for compensation:

LOSS ON SALE OF THE LAND AS A RESULT OF THE FORMER OWNERS SELLING THE LAND AT A LOWER PRICE THAN THE FORMER OWNERS MIGHT REASONABLY HAVE EXPECTED HAD THE LAND NOT BEEN RESERVED FOR A PUBLIC PURPOSE

Section and Act under which compensation paid:

SECTIONS 98, 101 AND 106 OF THE PLANNING AND ENVIRONMENT ACT 1987

Signing:

Certifications

- 1.The Certifier has taken reasonable steps to verify the identity of the applicant.
- 2.The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
- 3.The Certifier has retained the evidence supporting this Registry Instrument or Document.
- 4.The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of HEAD, TRANSPORT FOR VICTORIA

Signer Name PATRICIA SAW

Signer Organisation VICTORIAN GOVERNMENT SOLICITOR'S OFFICE

Signer Role AUSTRALIAN LEGAL PRACTITIONER

Signature



Execution Date 4 AUGUST 2023

35271702A

110(2)PEA

Page 2 of 3

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**Statement of compensation paid**  
**Section 110(2) Planning and Environment Act 1987**

AX150619R

**Privacy Collection Statement**

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Signing:

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# Department of Environment, Land, Water & Planning

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Status	Registered	Dealing Number	AX337892G
Date and Time Lodged	10/10/2023 12:31:55 PM		

### Lodger Details

Lodger Code	17223H
Name	MADDOCKS
Address	
Lodger Box	
Phone	
Email	
Reference	MYM:S173:9099004

## APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
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### Privacy Collection Statement

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### Estate and/or Interest

FEE SIMPLE

### Land Title Reference

12342/191

### Instrument and/or legislation

RECORD - AGREEMENT - SECTION 173  
Planning & Environment Act - section 173

### Applicant(s)

Name	WHITTLESEA CITY COUNCIL
Address	
Street Number	25
Street Name	FERRES
Street Type	BOULEVARD
Locality	SOUTH MORANG
State	VIC
Postcode	3752

### Additional Details



# Department of Environment, Land, Water & Planning

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## Electronic Instrument Statement

Refer Image Instrument

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The applicant requests the recording of this Instrument in the Register.

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### Execution

1. The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Executed on behalf of	WHITTLESEA CITY COUNCIL
Signer Name	REBEKAH PARIKH
Signer Organisation	PARTNERS OF MADDOCKS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	10 OCTOBER 2023

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### File Notes:

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Number of Pages (excluding this cover sheet)	<b>11</b>
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## Maddocks

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Australia

Telephone 61 3 9258 3555  
Facsimile 61 3 9258 3666

info@maddocks.com.au  
www.maddocks.com.au

DX 259 Melbourne

### Agreement under section 173 of the Planning and Environment Act 1987 Subject Land: 150C Bindts Road, Wollert

Whittlesea City Council  
and

Dahua Group Melbourne Number 8 Pty Ltd  
ACN 619 403 244

Interstate offices  
Canberra Sydney



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## Agreement under section 173 of the Planning and Environment Act 1987

**Dated** 6/10/2023

---

### Parties

Name	<b>Whittlesea City Council</b>
Address	Civic Centre, Ferres Boulevard, South Morang, Victoria
Short name	<b>Council</b>
Name	<b>Dahua Group Melbourne Number 8 Pty Ltd ACN 619 403 244</b>
Address	Melbourne Central Tower, Level 50, 360 Elizabeth St, Melbourne, Victoria
Short name	<b>Owner</b>

---

### Background

- A. Council is the responsible authority for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. Council issued the Planning Permit requiring the Owner to enter into this Agreement providing for the matters set out in condition 19 of the Planning Permit.
- D. As at the date of this Agreement, the Subject Land is encumbered by a mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.



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## The Parties agree

---

### 1. Definitions

In this Agreement unless the context admits otherwise:

**Act** means the *Planning and Environment Act 1987*.

**Agreement** means this Agreement and includes this Agreement as amended from time to time.

**Conservation Management Plan** means the "Timms House Conservation Management Plan" dated 27/01/2022 endorsed by the Council under Condition 5 of the Planning Permit, and as amended from time to time

**Current Address** means:

- (a) for Council, the address shown on page one of this Agreement, or any other address listed on Council's website; and
- (b) for the Owner, the address shown on page one of this Agreement or any other address provided by the Owner to Council for any purpose relating to the Subject Land.

**Current Email** means:

- (a) for Council, info@whittlesea.vic.gov.au, or any other email address listed on Council's website; and
- (b) for the Owner, any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.

**Endorsed Plan** means the subdivision layout plan, endorsed by Council under condition 1 of the Planning Permit, as amended from time to time.

**Local Convenience Centre** means the local convenience centre identified in the Precinct Structure Plan that provides for basic daily needs for residents.

**Mortgagee** means the person registered or entitled from time to time to be registered as mortgagee of the Subject Land.

**Owner** means the person registered or entitled from time to time to be registered as proprietor of an estate in fee simple of the Subject Land and includes a mortgagee-in-possession.

**Owner's obligations** includes the Owner's specific obligations and the Owner's further obligations under this Agreement.

**Party or Parties** means the Parties to this Agreement but does not include a person who has transferred or otherwise disposed of all of their interests in the Subject Land.

**Planning Permit** means planning permit no. PLN-37131, as amended from time to time, issued on 31 January 2022, authorising the staged, multi-lot subdivision on the Subject Land in accordance with the Endorsed Plan.

**Planning Scheme** means the Whittlesea Planning Scheme and any other planning scheme that applies to the Subject Land.



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**Precinct Structure Plan** means the *Quarry Hills Precinct Structure Plan* dated June 2016, as amended from time to time, being an Incorporated Document in the Planning Scheme.

**Subject Land** means the land situated at 150C Bindts Road, Wollert being the land referred to in certificate of title Volume 12342 Folio 191, and any reference to the Subject Land includes any lot created by the subdivision of the Subject Land or any part of it.

**Superlot SL-01** means the area marked 'SL-01' or the like on the Endorsed Plan.

---

## 2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1 the singular includes the plural and vice versa;
- 2.2 a reference to a gender includes all genders;
- 2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;
- 2.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;
- 2.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;
- 2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;
- 2.7 the Background forms part of this Agreement;
- 2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and
- 2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

---

## 3. Purposes of Agreement

The Parties acknowledge and agree that the purposes of this Agreement are to:

- 3.1 give effect to the Planning Permit;
- 3.2 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land; and
- 3.3 ensure that all requirements, as relevant, listed within Section 3.3 (Employment and Town Centres) of the Precinct Structure Plan are met.



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**4. Reasons for Agreement**

The Parties acknowledge and agree that Council has entered into this Agreement for the following reasons:

- 4.1 Council would not have issued the Planning Permit without the condition requiring this Agreement; and
- 4.2 the Owner has elected to enter into this Agreement in order to take the benefit of the Planning Permit.

---

**5. Agreement required**

The Parties agree that this Agreement will continue to be required until Council confirms in writing that it is no longer required.

---

**6. Owner's specific obligations**

The Owner covenants and agrees that:

- 6.1.1 subject to clause 6.1.2, Superlot SL-01 (save for any part of the Superlot required under the Conservation Management Plan for Timms House unless the use of any part of Timms House for purposes associated with a Local Convenience Centre was not inconsistent with the Conservation Management Plan) must be used and developed only as a Local Convenience Centre generally in accordance with the Precinct Structure Plan,;
- 6.1.2 the Owner's obligations under clause 6.1.1 continues to apply regardless of any other right conferred by the Planning Scheme.

---

**7. Owner's further obligations**

**7.1 Notice and registration**

The Owner must bring this Agreement to the attention of all prospective occupiers, purchasers, lessees, licensees, mortgagees, chargees, transferees and assigns.

**7.2 Further actions**

The Owner:

- 7.2.1 must do all things necessary to give effect to this Agreement;
- 7.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the certificate of title of the Subject Land in accordance with s 181 of the Act; and
- 7.2.3 agree to do all things necessary to enable Council to do so, including:
  - (a) sign any further agreement, acknowledgment or document; and



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(b) obtain all necessary consents to enable the recording to be made.

**7.3 Council's costs to be paid**

The Owner must pay to Council within 60 days after a written request for payment, Council's costs and expenses (including legal expenses) relating to this Agreement, including:

- 7.3.1 preparing, drafting, finalising, signing, and recording this Agreement;
- 7.3.2 preparing, drafting, finalising and recording any amendment to this Agreement; and
- 7.3.3 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.

**7.4 Notification of compliance with Owner's obligations**

The Owner must notify Council of its compliance with all of the Owner's obligations.

---

**8. Agreement under s 173 of the Act**

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 in accordance with s 173 of the Act.

---

**9. Owner's warranties**

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.

---

**10. Successors in title**

Until such time as a memorandum of this Agreement is recorded on the certificate of title of the Subject Land, the Owner must require successors in title to:

- 10.1 give effect to this Agreement; and
- 10.2 enter into a deed agreeing to be bound by the terms of this Agreement.

---

**11. General matters**

**11.1 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:

- 11.1.1 personally on the other Party;
- 11.1.2 by leaving it at the other Party's Current Address;



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11.1.3 by posting it by priority prepaid post addressed to the other Party at the other Party's Current Address; or

11.1.4 by email to the other Party's Current Email.

## 11.2 Counterparts

This Agreement may be executed in counterparts, all of which taken together constitute one document.

## 11.3 No waiver

Any time or other indulgence granted by Council to the Owner or any variation of this Agreement or any judgment or order obtained by Council against the Owner does not amount to a waiver of any of Council's rights or remedies under this Agreement.

## 11.4 Severability

If a court, arbitrator, tribunal or other competent authority determines that any part of this Agreement is unenforceable, illegal or void then that part is severed with the other provisions of this Agreement remaining operative.

## 11.5 No fettering of Council's powers

This Agreement does not fetter or restrict Council's power or discretion to make decisions or impose requirements or conditions in connection with the grant of planning approvals or certification of plans subdividing the Subject Land or relating to use or development of the Subject Land.

## 11.6 Inspection of documents

A copy of any planning permit, document or plan referred to in this Agreement is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

## 11.7 Governing law

This Agreement is governed by and is to be construed in accordance with the laws of Victoria.

## 11.8 Electronic execution

11.8.1 Each Party consents to the signing of this Agreement by electronic means. The Parties agree to be legally bound by this Agreement signed in this way.

11.8.2 Each Party reserves the right to sign this Agreement by electronic means, including by use of software or an online service for this purpose.

---

## 12. Commencement of Agreement

This Agreement commences on the date specified on page one or if no date is specified on page one, the date Council executes this Agreement.



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## Signing Page

Signed, sealed and delivered as a deed by the Parties.

<p>Signed, Sealed and Delivered by [name of delegate] on behalf of <b>Whittlesea City Council</b> pursuant to the power delegated to them by an Instrument of Delegation in the presence of:</p>	<p>DocuSigned by:  .....DFFC8B58B896450..... Delegate</p>
--	---

DocuSigned by:  
  
.....E913AB420BC0435.....  
Witness

This document was witnessed by audio visual link in accordance with the requirements of s12 of the *Electronic Transactions (Victoria) Act 2000*.

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**Mortgagee's Consent**

Commonwealth Bank of Australia as Mortgagee under instrument of mortgage no. AT698440M 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.

.....  
Signature of Brenton Wright

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# Department of Environment, Land, Water & Planning

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Status	Registered	Dealing Number	AX963639B
Date and Time Lodged	03/05/2024 01:08:18 PM		

### Lodger Details

Lodger Code	17223H
Name	MADDOCKS
Address	
Lodger Box	
Phone	
Email	
Reference	TGM: 8617135

## APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
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### Privacy Collection Statement

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### Estate and/or Interest

FEE SIMPLE

### Land Title Reference

9058/137  
9058/138  
10910/888  
12508/099

### Instrument and/or legislation

RECORD - AGREEMENT - SECTION 173  
Planning & Environment Act - section 173

### Applicant(s)

Name	WHITTLESEA CITY COUNCIL
Address	
Street Number	25
Street Name	FERRES
Street Type	BOULEVARD
Locality	SOUTH MORANG



# Department of Environment, Land, Water & Planning

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## Electronic Instrument Statement

State	VIC
Postcode	3752

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### Additional Details

Refer Image Instrument

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The applicant requests the recording of this Instrument in the Register.

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### Execution

1. The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Executed on behalf of	WHITTLESEA CITY COUNCIL
Signer Name	REBEKAH PARIKH
Signer Organisation	PARTNERS OF MADDOCKS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	03 MAY 2024

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### File Notes:

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Date

5/3/2024

## **Agreement under section 173 of the Planning and Environment Act 1987**

**Subject Land: 40, 60, 90, 150C Bindts Road, Wollert**

Purpose of Agreement: WIK for Infrastructure Projects and payment of Development Infrastructure Levy.

**City of Whittlesea**

and

**Dahua Group Melbourne Number 8 Pty Ltd  
ACN 619403 244**



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INFORMATION ONLY

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# Agreement under section 173 of the Planning and Environment Act 1987

**Dated** 5/3/2024

---

## Parties

Name	<b>City of Whittlesea</b>
Address	25 Ferres Boulevard, South Morang
Short name	<b>Council</b>

Name	<b>Dahua Group Melbourne Number 8 Pty Ltd ACN 619 403 244</b>
Address	Level 50, 360 Elizabeth Street, Melbourne, 3000
Short name	<b>Owner</b>

---

## Background

- A. Council is the responsible authority for the Planning Scheme.
- B. Council is also the Collecting Agency and the Development Agency under the Development Contributions Plan.
- C. Council enters into this Agreement in its capacity as the responsible authority and in its capacity as both the Collecting Agency and the Development Agency.
- D. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- E. The Development Contributions Plan applies to the Subject Land. It specifies the contributions required to fund infrastructure necessary as a result of development of the area for urban purposes.
- F. The Planning Permit authorises the development of the Subject Land. Condition 13 of the Planning Permit requires an agreement to give effect to the approved Public Infrastructure Plan.
- G. The Owner has asked Council for permission to carry out certain Infrastructure Projects.
- H. Council has agreed that the Owner will carry out the Infrastructure Projects in return for a credit against its development contribution liability under the Development Contributions Plan.

- I. As at the date of this Agreement, part of the Subject Land is encumbered by a mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.
- J. As at the date of this Agreement, part of the Subject Land is subject to a caveat. The caveator consents to the recording of this Agreement on the relevant certificate of title to the Subject Land.

**The Parties agree:**

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**1. Definitions**

In this Agreement unless the context admits otherwise:

**Act** means the *Planning and Environment Act 1987*.

**Agreed Infrastructure Project Value** in relation to an Infrastructure Project means the amount specified for the Infrastructure Project in Schedule 3.

**Approved Plans** means the Designs of an Infrastructure Project approved by Council under clause 7 of this Agreement.

**Bank Guarantee** means a bank guarantee or other form of security of a type and in an amount which is equal to 5% of the Agreed Infrastructure Project Value.

**Building Permit** means a building permit issued under the *Building Act 1993* or any regulations or code made under the *Building Act 1993*.

**Business Days** means a day which is not a public holiday, a Saturday or Sunday in the State of Victoria.

**Certificate of Practical Completion** means a written certificate issued by Council in its capacity as the Development Agency or a person authorised by Council for the purpose of issuing the said certificate stating that an Infrastructure Project has been completed in accordance with the Approved Plans to the satisfaction of Council in its capacity as Development Agency.

**Consent Fee** means the fee specified on Council's internet web site which is payable by a person to Council for deciding whether to give consent for anything an agreement or a permit provides must not be done without Council's consent.

**Construction Program** means a program in relation to the construction of any Infrastructure Project and without limiting the generality of its content, the Construction Program may include key milestones at which time Council in its capacity as Development Agency must be able to inspect the construction and progression of the Infrastructure Project.

**CPI** means the annual Consumer Price Index (All Groups-Melbourne) as published by the Australian Bureau of Statistics, or, if that index number is no longer published, its substitute as a cumulative indicator of the inflation rate in Australia, as determined by Council from time to time.

**Credit** means a credit in the amount of the Agreed Infrastructure Project Value which has accrued to the Owner under this Agreement and which may be offset against the Owner's liability to pay the Development Infrastructure Levy for the Subject Land.

**Current Address** means:

- for Council, the address shown on page one of this Agreement, or any other address listed on Council's website; and
- for the Owner, the address shown on page one of this Agreement or any other address provided by the Owner to Council for any purpose relating to the Subject Land.

**Current Email** means:

- for Council, info@whittlesea.vic.gov.au, or any other email address listed on Council's website; and
- for the Owner, any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.

**Defect** means any defect, fault, shrinkage or omission in the Infrastructure Project or any other aspect of the Infrastructure Project which is not in accordance with this Agreement or the Approved Plans.

**Designs** means the detailed design and engineering plans and specifications of an Infrastructure Project prepared in accordance with clause 7 of this Agreement.

**Developable Land** means the area of land identified as developable land in the land use budget of the Development Contributions Plan.

**Developed Lot** means a lot in respect of which there is no Development Infrastructure Levy payable or the Development Infrastructure Levy liability has been satisfied (either by payment of the relevant Development Infrastructure Levy or accrual of a Credit for the relevant Development Infrastructure Levy) but for the avoidance of doubt excludes any lot created with the sole purpose of vesting that land in Council.

**Development Infrastructure Levy** means the development infrastructure levy that is required to be paid upon development of the Subject Land calculated and adjusted in accordance with the Development Contributions Plan.

**Development Contributions Plan** means the Development Contributions Plan referred to in Schedule 1, being an incorporated document in the Planning Scheme.

**Endorsed Plan** means the plan endorsed with the stamp of Council from time to time as the plan which forms part of the Planning Permit.

**GAIC** means the Growth Areas Infrastructure Contribution under the Act.

**GST Act** means the *New Tax System (Goods and Services Tax) Act 1999* (Cwlth), as amended from time to time.

**Indexation** means an annual adjustment to an amount carried out as follows unless a different form of adjustment is specified in this Agreement:

- For an Infrastructure Project which comprises roads, intersections or bridges, the indexation is to be in line with the Australian Bureau of Statistics Producer Price Indexes, Road and Bridge Construction Index, Victoria.
- For an Infrastructure Project which comprises community infrastructure including recreation infrastructure, the indexation is to be in line with the Australian Bureau of Statistics Producer Price Indexes, Non-Residential Building Construction Index, Victoria.

in all instances, to be adjusted annually, as of the 1<sup>st</sup> of July each year.

**Infrastructure Project** means a DCP project identified and described in Schedule 3.

**Localised Infrastructure** means works, services or facilities necessitated by the subdivision or development of land including but not limited to provision of utility services such as water supply, stormwater drainage, sewerage, gas and electricity services, telecommunications infrastructure and local roads, bridges, culverts and other water crossings, any required associated traffic control measures and devices and which is not funded by the Development Contribution Plan.

**Maintenance Period** means the period specified in Schedule 5 commencing on the date of the Certificate of Practical Completion of an Infrastructure Project.

**Mortgagee** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Subject Land or any part of it.

**Net Developable Hectare** means, in relation to specified land, each hectare of Net Developable Area comprising that specified land.

**Net Developable Area** means the total area of developable land for the Subject Land as specified in the Property Specific Land Budget in the Development Contributions Plan and set out in Schedule 6.

**Owner** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of the Subject Land and includes any Mortgagee-in-possession.

**Party or Parties** means the parties to this Agreement.

**Plan Checking Fee** means the fee payable to Council by the Owner for checking plans for an Infrastructure Project in the amount of 0.75% of the Specified Value of the Infrastructure Project.

**Plan of Subdivision** means a plan of subdivision which creates an additional lot which can be disposed of separately or which is intended to be used for a dwelling or which can be re-subdivided.

**Planning Permit** means the planning permit(s) referred to in Schedule 2, as amended from time to time.

**Planning Scheme** means the Whittlesea Planning Scheme and any other planning scheme that applies to the Subject Land.

**Project Control Group** means a group comprised of the Owner or a representative of the Owner and representative of Council established in accordance with clause 6.3.

**Provision Trigger** means the milestone or provision trigger set out in the relevant columns of Schedule 3.

**Public Infrastructure Plan** means the plan endorsed under condition 2 of the Planning Permit as the public infrastructure plan.

**Reimbursement Payment** comprises a monetary amount being the difference between the liability of the Owner to pay the Development Infrastructure Levy in respect of the Subject Land and its entitlement to a Credit under this Agreement. A Reimbursement Payment is subject to Indexation and payable to the Owner by Council at the time specified in this Agreement.

**Residential Lot** means a lot created by subdivision of the Subject Land which, in the opinion of Council, is of a size and dimension intended to be developed as a house lot without further subdivision.

**Satisfaction Fee** means a fee specified on Council's internet web site which is payable by a person to Council for deciding whether any obligation in a permit, agreement or any other requirement has been undertaken to Council's satisfaction.

**Schedule** means a schedule to this Agreement.

**Stage** is a reference to a stage of subdivision of the Subject Land.

**Statement of Compliance** means a Statement of Compliance under the *Subdivision Act 1988*.

**Subject Land** means all of the land described in Schedule 6 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

**Supervision Fee** means the fee payable to Council by the Owner for supervision of an Infrastructure Project in the amount of 2.5% of the Specified Value of the Infrastructure Project.

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## 2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1 the singular includes the plural and vice versa;
- 2.2 a reference to a gender includes all genders;
- 2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;
- 2.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;
- 2.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;
- 2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;
- 2.7 the Background forms part of this Agreement;
- 2.8 a reference to Council means a reference to Council in its capacity as Collecting Agency and Development Agency unless otherwise specified;
- 2.9 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and
- 2.10 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

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### **3. Purpose and reasons for Agreement**

The Parties acknowledge and agree that the purpose and reasons for this Agreement are to:

- 3.1 record the terms and conditions on which Council agrees to the Owner providing an Infrastructure Project; and
- 3.2 to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

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### **4. Agreement required**

The Parties agree that this Agreement will continue to be required unless Council confirms in writing that it is no longer required.

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### **5. Payment of Development Infrastructure Levy**

The Parties agree that:

- 5.1 subject to clause 5.2 of this Agreement, the Owner is required to pay the Development Infrastructure Levy in cash on a stage by stage basis;
- 5.2 the Owner is not required to pay the Development Infrastructure Levy in cash on a stage by stage basis if the Owner has a Credit available in accordance with this Agreement; and
- 5.3 any component of the Development Infrastructure Levy which is not offset by a Credit must be paid to Council prior to the issue of the Statement of Compliance for a Stage of subdivision of the Subject Land as a result of which the obligation to pay the Development Infrastructure Levy arises or at such other time as is specified in this Agreement.
- 5.1 Prior to the issue of a Statement of Compliance for the final stage of the subdivision or development of the Subject Land, Council will undertake a reconciliation of the Owner's obligations and entitlements under this Agreement to ensure that the Development Infrastructure Levies paid in respect of the Subject Land reflects the Net Developable Area and upon that reconciliation being undertaken –
  - 5.1.1 Council must pay to the Owner any amount that is identified as owing to the Owner; and
  - 5.1.2 the Owner must pay to Council any amount that is identified as owing to Council.

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### **6. Infrastructure Projects as Works in kind**

#### **6.1 Provision of Infrastructure Projects**

The Owner must provide each Infrastructure Project:

- 6.1.1 in accordance with the Approved Plans;
- 6.1.2 prior to the relevant Provision Trigger, unless a later date is approved by Council in writing under clause 6.2.1;

- 6.1.3 in accordance with the Public Infrastructure Plan; in accordance with any Construction Program approved by Council; and
- 6.1.4 otherwise to the satisfaction of Council in its capacity as the Development Agency.

## **6.2 Time for completion of Infrastructure Projects**

The Owner agrees that the provision of an Infrastructure Project under this Agreement is deemed to be public works for the purposes of section 21(1) of the *Subdivision Act 1988* and that if the Owner does not construct and complete an Infrastructure Project by the relevant Provision Trigger for that Infrastructure Project or such other time as Council has agreed in writing, Council may:

- 6.2.1 in its capacity as the Collecting Agency, in writing, extend the timeframe; or
- 6.2.2 in its capacity as Council, refuse to issue any Statements of Compliance in respect of the development of the Subject Land until the Infrastructure Project is completed to the satisfaction of Council in its capacity as Development Agency.

## **6.3 Project Control Group**

The Parties agree that if requested by Council in writing at a time after the commencement of this Agreement a Project Control Group must:

- 6.3.1 be established jointly by the Parties to discuss the Construction Program associated with any Infrastructure Project and the general progress of each Infrastructure Project;
- 6.3.2 include equal representation from Council and the Owner or the Owner's representatives;
- 6.3.3 be chaired by a representative of Council; and
- 6.3.4 hold meetings at the request of either party or at regular intervals to the satisfaction of Council.

## **6.4 Obligation to complete Infrastructure Projects once commenced**

The Owner agrees that when the Owner commences works associated with an Infrastructure Project, the Owner must complete the Infrastructure Project in accordance with this Agreement regardless of whether the total cost of completing the Infrastructure Project exceeds the Agreed Infrastructure Project Value.

## **6.5 Agreed Infrastructure Project Value**

The Parties agree that the Agreed Infrastructure Project Value is a fixed amount subject only to Indexation in the manner and up to the time, specified in this Agreement.

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## **7. Design of Infrastructure Projects**

The Owner agrees that:

- 7.1.1 the Owner must, at the full cost of the Owner, prepare the Designs of each Infrastructure Project and submit the Designs to Council for approval;
- 7.1.2 Council's approval of the Designs will be reflected in a set of plans and specifications endorsed by Council as the Approved Plans;

- 7.1.3 the Owner must obtain all necessary permits and approvals for the Infrastructure Projects including all permits and approvals required for works surrounding the site of the Infrastructure Project such as for service relocations, driveway alteration and the like; and
- 7.1.4 if required by Council, prior to awarding any contract for the Infrastructure Projects, the Owner must submit to Council for approval:
- (a) a copy of the terms and conditions of the proposed contract ; and
  - (b) a copy of the proposed Construction Program.

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## **8. Variation of Approved Plans**

The parties agree that there must be no further variations to the Approved Plans without the prior written consent of Council in its capacity as Development Agency.

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## **9. Construction of Infrastructure Projects**

The Owner agrees that in providing each Infrastructure Project:

- 9.1.1 the Owner is responsible for all design and construction risks in relation to the Infrastructure Projects;
- 9.1.2 Council has no responsibility for any costs incurred by the Owner beyond the Agreed Infrastructure Project Value.

### **9.2 Standard of work**

In addition to any other requirement in this Agreement, the Owner agrees that all work for an Infrastructure Project must:

- 9.2.1 accord with the Approved Plans;
- 9.2.2 be fit and structurally sound, fit for purpose and suitable for its intended use;
- 9.2.3 comprise best industry practice to the extent required by the Approved Plans;
- 9.2.4 not encroach upon any land other than the land shown in the Approved Plans; and
- 9.2.5 comply with any relevant current Australian Standard unless otherwise agreed in writing by Council in its capacity as development agency.

### **9.3 Completion of an Infrastructure Project**

The Owner must complete each Infrastructure Project by the Provision Trigger, unless such Provision Trigger is extended by Council in its sole and absolute discretion.

### **9.4 Access to land**

- 9.4.1 Before accessing land owned by Council or a third party for the purpose of constructing an Infrastructure Project or for undertaking any maintenance or repair of defects in respect of an Infrastructure Project in accordance with this Agreement, the Owner must satisfy Council or if requested by a third party, that person, that the Owner has:

- (a) consent of the owner of land to access such land;
  - (b) satisfied any condition of such consent;
- 9.4.2 The Owner is responsible for putting in place all proper occupational health and safety plans as may be required under any law of the State of Victoria for that purpose and otherwise complying with all laws of the State of Victoria relating to health and safety.
- 9.4.3 Subject to the Owner satisfying any conditions of consent to access land owned by Council, Council will provide all reasonable access as may be required to its land in order to enable an Infrastructure Project to be constructed and completed, maintained or repaired in accordance with this Agreement.

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## **10. Certificate of Practical Completion**

### **10.1 Certificate of Practical Completion**

Council will issue a Certificate of Practical Completion for an Infrastructure Project when the Infrastructure Project, or any stage of it as specified in this Agreement or as otherwise agreed with Council in its capacity as Development Agency, has been completed in accordance with the Approved Plans to the satisfaction of Council in its capacity as Development Agency in accordance with this Agreement.

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## **11. Risk**

### **11.1 Care of the Infrastructure Project**

Until a Certificate of Practical Completion is issued in respect of an Infrastructure Project, responsibility for care of the Infrastructure Project remains with Owner.

### **11.2 Insurance**

11.2.1 The Owner will procure any necessary insurances to cover the risks of undertaking each Infrastructure Project, including professional indemnity insurance where an Infrastructure Project involves the preparation of a design for the Infrastructure Project and otherwise public liability and contract works insurance and must provide evidence of those insurances and that they are for a satisfactory level to Council promptly upon request.

11.2.2 The Owner must ensure that unless Council states in writing that it does not require this to be the case Council's interest is noted under any public liability insurance held or obtained by the Owner or any of its agents or consultants with respect to an Infrastructure Project.

### **11.3 Maintenance Period of Infrastructure Projects**

11.3.1 Upon the issue of a Certificate of Practical Completion, an Infrastructure Project is subject to the Maintenance Period specified in Schedule 5..

11.3.2 The Owner must, during the Maintenance Period, rectify all Defects in each Infrastructure Project within a reasonable time of being notified by Council and the Owner must carry out those rectification works causing as little inconvenience to the occupants or users of the Infrastructure Project as is reasonably possible. For the avoidance of doubt, the Owner is responsible for all costs associated with the

rectification of a Defect in an Infrastructure Project. A further Maintenance Period applies to all rectified Defects.

- 11.3.3 If the Owner fails to rectify defects in accordance with clause 11.3.2, or the Infrastructure Project has not otherwise been completed in accordance with the Approved Plans, Council may have the rectification work carried out itself and the reasonable costs incurred by Council in so doing will be a debt due and payable by the Owner.
- 11.3.4 Council will be responsible for all ongoing repairs and maintenance of the Infrastructure Project following the rectification of defects and the expiration of the Maintenance Period.

## **11.4 Bank Guarantee**

The Owner agrees that:

- 11.4.1 prior to the issue of a Certificate of Practical Completion for an Infrastructure Project, the Owner must provide Council with a Bank Guarantee in respect of that Infrastructure Project;
- 11.4.2 if the Owner fails to comply with a written direction from Council to rectify any notified Defects in an Infrastructure Project, Council may at its absolute discretion have recourse to the Bank Guarantee for the purposes of rectification of any Defects; and
- 11.4.3 the Bank Guarantee will be returned to the Owner after the Maintenance Period, less any amount applied to correcting any Defects in the Infrastructure Project.

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## **12. Credit**

### **12.1 Process for Credit**

The Parties agree that:

- 12.1.1 the Owner will be entitled to a Credit for the Agreed Infrastructure Project Value from the date of the issue of a Statement of Compliance for any Stage containing an Infrastructure Project even where that Statement of Compliance issued prior to the date of this Agreement;
- 12.1.2 prior to the issue of a Statement of Compliance by Council for one or more Stages, Council must:
  - (a) calculate the Development Infrastructure Levy payable for such Stage(s) as at that date; and
  - (b) deduct the amount calculated under paragraph (a) from the Credit until the Credit has been exhausted;
- 12.1.3 when the amount of the Development Infrastructure Levy payable in relation to a Stage exceeds the amount of the Credit remaining:
  - (a) then in relation to that Stage, the Owner must pay in cash, an amount equal to the amount of the Development Infrastructure Levy payable in relation to that Stage that exceeds the amount of Credit remaining, prior to the issue of a Statement of Compliance; and

- (b) in relation to subsequent Stages, the Owner must pay the Development Infrastructure Levy in cash prior to the issue of a Statement of Compliance for each Stage or as otherwise agreed by Council;

## **12.2 Rollover of Credit**

The Parties agree that, if the Owner is entitled to a Credit and the Owner is the owner of any other parcel of land which is covered by the Development Contributions Plan:

- 12.2.1 Council may at its absolute discretion, apply such Credit towards the Development Infrastructure Levy that would become payable in respect of that other land;
- 12.2.2 if a Credit is to be applied to any other land parcel under clause 12.2.1, the Parties agree to use their best endeavours to amend this Agreement or enter into a new agreement containing substantially the same terms as appropriate as this Agreement, save that it:
  - (a) applies to the certificate of title of that other land; and
  - (b) reflects the Infrastructure Projects that remain to be completed by the Owner.

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## **13. Localised Infrastructure**

The Parties acknowledge that:

- 13.1.1 this Agreement is intended to relate only to the infrastructure that is funded by the Development Contributions Plan and not Localised Infrastructure; and
- 13.1.2 compliance with the obligations of this Agreement does not relieve the Owner of any obligation imposed by Council or a Tribunal to provide Localised Infrastructure which obligation may be imposed as a requirement in a planning permit for the subdivision or development of the Subject Land.

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## **14. Further obligations of the Parties**

### **14.1 Notice and registration**

The Owner must bring this Agreement to the attention of all prospective occupiers, purchasers, lessees, licensees, mortgagees, chargees, transferees and assigns.

### **14.2 Further actions**

The Owner:

- 14.2.1 must do all things necessary to give effect to this Agreement;
- 14.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the Certificate of Title of the Subject Land in accordance with section 181 of the Act; and
- 14.2.3 agrees to do all things necessary to enable Council to do so, including:
  - (a) sign any further agreement, acknowledgment or document; and

(b) obtain all necessary consents to enable the recording to be made.

### **14.3 Fees**

Within 14 days of a written request for payment, the Owner must pay to Council any:

- 14.3.1 Plan Checking Fee;
- 14.3.2 Supervision Fee;
- 14.3.3 Satisfaction Fee; or
- 14.3.4 Consent Fee

as required.

### **14.4 Council's costs to be paid**

The Owner must pay to Council within 14 days after a written request for payment, Council's reasonable costs and expenses (including legal expenses) relating to this Agreement, including:

- 14.4.1 drafting, finalising, signing and recording and enforcing this Agreement;
- 14.4.2 drafting, finalising and recording any amendment to this Agreement; and
- 14.4.3 drafting, finalising and recording any document to give effect to the ending of this Agreement.

### **14.5 Time for determining satisfaction**

If Council makes a request for payment of:

- 14.5.1 a fee under clause 14.3; or
- 14.5.2 any costs or expenses under clause 14.4

the Parties agree that Council will not decide whether the Owner's obligation has been undertaken to Council's satisfaction, or whether to grant the consent sought, until payment has been made to Council in accordance with the request.

### **14.6 Interest for overdue money**

The Owner agrees that:

- 14.6.1 The Owner must pay to Council interest at the same rate used under section 120 of the *Local Government Act 2020* on any amount due under this Agreement that is not paid by the due date.
- 14.6.2 if interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.

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**15. Agreement under section 173 of the Act**

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 in accordance with section 173 of the Act.

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**16. Owner's warranties**

- 16.1 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.

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**17. Successors in title**

Until such time as a memorandum of this Agreement is recorded on the certificate of titles of the Subject Land, the Owner must require successors in title to:

- 17.1.1 give effect to this Agreement; and
- 17.1.2 enter into a deed agreeing to be bound by the terms of this Agreement.

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**18. General matters**

**18.1 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:

- 18.1.1 personally on the other Party;
- 18.1.2 by leaving it at the other Party's Current Address;
- 18.1.3 by posting it by prepaid post addressed to the other Party at the other Party's Current Address; or
- 18.1.4 by email to the other Party's Current Email.

**18.2 No waiver**

Any time or other indulgence granted by Council to the Owner or any variation of this Agreement or any judgment or order obtained by Council against the Owner does not amount to a waiver of any of Council's rights or remedies under this Agreement.

**18.3 Severability**

If a court, arbitrator, tribunal or other competent authority determines that any part of this Agreement is unenforceable, illegal or void then that part is severed with the other provisions of this Agreement remaining operative.

#### **18.4 No fettering of Council's powers**

This Agreement does not fetter or restrict Council's power or discretion to make decisions or impose requirements or conditions in connection with the grant of planning approvals or certification of plans subdividing the Subject Land or relating to use or development of the Subject Land.

#### **18.5 Inspection of documents**

A copy of any planning permit, document or plan referred to in this Agreement is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

#### **18.6 Governing law**

This Agreement is governed by and is to be construed in accordance with the laws of Victoria and the parties submit to the non-exclusive jurisdiction of the courts of the State of Victoria.

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### **19. Commencement of Agreement**

This Agreement commences on the date specified on page one or if no date is specified on page one, the date Council executes this Agreement.

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### **20. Amendment of Agreement**

20.1 This Agreement may be amended in accordance with the Act.

20.2 If notice of a proposal to amend this Agreement is required pursuant to section 178C of the Act, the parties agree that only Council and the Owner of the Subject Land or that part of the Subject Land that is the subject of the proposal to amend this Agreement are required to be notified of the proposal.

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### **21. GST**

21.1 In this clause words that are defined in the GST Act have the same meaning as their definition in that Act.

21.2 Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.

21.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 21.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.

21.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 21.3.

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## **22. Commencement of Agreement**

This Agreement commences on the date specified on page one or if no date is specified on page one, the date Council executes this Agreement.

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## **23. Amendment of Agreement**

- 23.1 This Agreement may be amended in accordance with the Act.
- 23.2 This Agreement may also be amended by a further agreement between Council and any person who is burdened by any of the covenants in this Agreement.
- 23.3 If notice of a proposal to amend this Agreement is required pursuant to section 178C of the Act, the parties agree that only Council and the Owner of the Subject Land or that part of the Subject Land that is the subject of the proposal to amend this Agreement are required to be notified of the proposal.

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## **24. Ending of Agreement**

- 24.1 This Agreement ends:
- 24.1.1 in relation to the balance of the Subject Land apart from Residential Lots, when the Owner has complied with all of the Owner's obligations under this Agreement; or
  - 24.1.2 otherwise by agreement between the Parties in accordance with section 177 of the Act.
- 24.2 If notice of a proposal to end this Agreement is required pursuant to section 178C of the Act, the parties agree that only Council and the Owner of the Subject Land or that part of the Subject Land that is the subject of the proposal to end this Agreement are required to be notified of the proposal.
- 24.3 Where it is proposed to end this Agreement in relation to part of the Subject Land by agreement, the parties agree that only Council and the Owner of the part of the Subject Land that is the subject of the proposal to end this Agreement are required to agree to the ending, and the agreement of other Owners of the Subject Land is not required.
- 24.4 Once this Agreement ends as to part of the Subject Land, Council will, within a reasonable time following a request from the Owner and at the cost of the Owner, execute all documents necessary to make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register as to that part of the Subject Land.
- 24.5 Council will not unreasonably withhold its consent to a written request made pursuant to clause 24.4 if it is satisfied that the obligations in this Agreement are secured to its satisfaction.
- 24.6 On completion of all the Owner's obligations under this Agreement, Council must as soon as practicable following the ending of this Agreement and at the Owner's request and at the Owner's cost, execute all documents necessary to make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register.

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**25. Electronic execution**

**25.1 Consent to electronic execution**

Each party consents to the signing of this Agreement by electronic means. The parties agree to be legally bound by this Agreement signed in this way.

**25.2 Counterparts**

This Agreement may be executed in counterparts, all of which taken together constitute one document.

INFORMATION ONLY

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## Schedule 1

Quarry Hills Development Contributions Plan.

INFORMATION ONLY

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## Schedule 2

The following planning permits issued or to be issued by Whittlesea City Council are described as follows and as amended from time to time:

- 717388 (Permit Area 1 North) issued on 20 December 2019;
- PLN-37131 (Permit Area 1 South) issued on 31 January 2022;
- PLN-37466 (Permit Area 2) issued on 16 May 2022;
- 718020 (Permit Area 3) issued on 11 July 2023; and
- Future permit associated with planning application number PLN-38140 if that permit is issued.

INFORMATION ONLY

## Schedule 3

### Infrastructure Projects – Quarry Hills DCP

DCP Project No.	Description of the Infrastructure Project	% of project costs	Provision Trigger (	Agreed Infrastructure Project Value
RD-01	Lehmann's Road – Bindts Road to west edge of Darebin Creek - Extension of road reservation to east of existing reservation between Bindts Road and the Darebin Creek including a portion located within the E6 Public Acquisition Overlay (PAO).	100%	This Infrastructure Project has been delivered.	\$1,681,162 (2020/21) being the financial year in which the Infrastructure Project was delivered.
RD-04	Whitebark Street from Bindts Road to the eastern edge of the E6 PAO on the boundary of 150-152 and 130 Bindts road - Construction of a connector road under the E6 PAO.	100%	Stage 3	\$515,072(2023-24)
BR-02	Darebin Creek- North South Connector	100%	Stage 10	\$3,859,054 (2023-24)
RD-03	North-South connector either side of Darebin Creek located on 90 Bindts Road (either side of bridge to cover BCS land)	100%	Stage 10	\$163,842 (2023-24)
BR-PED-01	Darebin Creek Pedestrian and Cyclist Bridge located on 100 Bindts Road	100%	In accordance with an endorsed Precinct Infrastructure Plan	\$1,136,595 (2023-24)
BR-01	Darebin Creek- Lehmanns Road - Construction of a bridge crossing over waterway	100%	In accordance with an endorsed Precinct Infrastructure Plan	\$3,199,676 (2023-24)

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## Schedule 4

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INFORMATION ONLY  
AX 96 31639B ONLY

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## Schedule 5

### Maintenance Period

Infrastructure Type	Maintenance Period
Road Projects	A minimum of 3 months

INFORMATION ONLY

## Schedule 6

### Subject Land

Property Number under Quarry Hills PSP	Address (Volume / Folio)	Subject Land	Owner	Address of Owner	Property Number as identified in the DCP.	Total Land Area (Hectares)	Net Developable Area (Hectares)	Mortgage Y/N
1, 2, 3	150F Bindts Road, Wollert  (Volume 12508 Folio 099)	Lot D PS82 2249 B	Dahua Group Melbourne Number 8 Pty Ltd	Level 50, 360 Elizabeth Street, Melbourne.	Property No 1, Property No. 2, Property No. 3	30.39, 23.19, 13.39 respectively. Total 66.67	18.19, 11.87, 7.07 respectively. Total 37.13	Y
4	90 Bindts Road, Wollert  (Volume 10910 Folio 888)	Lot 1 on PS52 8408 X	Dahua Group Melbourne Number 8 Pty Ltd	Level 50, 360 Elizabeth Street, Melbourne.	Property No 4	15.81	8.56	
5	60 Bindts Road, Wollert  (Volume 09058 Folio 137)	Lot 1 on PS11 3170	Dahua Group Melbourne Number 8 Pty Ltd	Level 50, 360 Elizabeth Street, Melbourne.	Property No 5	5.90	3.17	Y
6	40 Bindts Road, Wollert  (Volume 09058 Folio 138)	Lot 2 on PS11 3170	Dahua Group Melbourne Number 8 Pty Ltd	Level 50, 360 Elizabeth Street, Melbourne.	Property No 6	9.69	6.07	

## Signing Page

Signed, sealed and delivered as a deed by the Parties.

**Signed, Sealed and Delivered** for and on behalf, and with the authority, of the **Whittlesea City Council** by the members of Council staff occupying the positions or titles of or acting in the positions of Director Planning and Development and Manager Strategic Futures in the presence of:

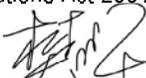
DocuSigned by:  
*Emma Appleton*  
F7798F63512F4A1...  
Delegate  
DocuSigned by:  
*Courtney Turner*  
A6A3D108E85D4D4...  
Witness

)  
)  
)  
DocuSigned by:  
*George Saisanas*  
5334B9083B3442A...  
Delegate  
DocuSigned by:  
*Brendan Ryan*  
2FD9FBCEAD2F45B...  
Witness

*This document was witnessed by audio visual link in accordance with the requirements of s12 of the Electronic Transactions (Victoria) Act 2000*

DocuSign Envelope ID: C332F0AD-0B19-49DD-855A-D38D5BCBE659

Executed as a deed by DAHUA GROUP )  
MELBOURNE NUMBER 8 PTY LTD ACN 619 403 )  
244 in accordance with s 127(1) and s 127(3) of the )  
Corporations Act 2001: )



.....  
Signature of Director

KEN FAN

.....  
Print full name



.....  
Signature of Director/Company Secretary

LINA ZHANG

.....  
Print full name

INFORMATION 31639 ONLY

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## Mortgagee's consent

**Commonwealth Bank of Australia** as Mortgagee under instrument of mortgage no. **AT698440M** 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.



.....  
Alex Bloomfield

INFORMATION ONLY  
AX191631639B ONLY

### **Mortgagee's consent**

Commonwealth Bank of Australia as Mortgagee under instrument of mortgage no. **AX407481R** 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.



Alex Bitsonfield  
Relationship Executive

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 15 September 2025 03:10 PM

## PROPERTY DETAILS

Address: **11 MYLIUS STREET WOLLERT 3750**  
 Lot and Plan Number: **Lot 401 PS832939**  
 Standard Parcel Identifier (SPI): **401\PS832939**  
 Local Government Area (Council): **WHITTLESEA**  
 Council Property Number: **1258359**  
 Planning Scheme: **Whittlesea**  
 Directory Reference: **Melway 182 G1**

[www.whittlesea.vic.gov.au](http://www.whittlesea.vic.gov.au)

[Planning Scheme - Whittlesea](#)

## UTILITIES

Rural Water Corporation: **Southern Rural Water**  
 Melbourne Water Retailer: **Yarra Valley Water**  
 Melbourne Water: **Inside drainage boundary**  
 Power Distributor: **AUSNET**

## STATE ELECTORATES

Legislative Council: **NORTH-EASTERN METROPOLITAN**  
 Legislative Assembly: **MILL PARK**  
**OTHER**  
 Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**  
 Fire Authority: **Country Fire Authority**

[View location in VicPlan](#)

## Note

**This land is in an area added to the Urban Growth Boundary after 2005. It may be subject to the Growth Area Infrastructure Contribution.**

For more information about this project go to [Victorian Planning Authority](#)

## Planning Zones

[URBAN GROWTH ZONE \(UGZ\)](#)

[URBAN GROWTH ZONE - SCHEDULE 3 \(UGZ3\)](#)



**RCZ - Rural Conservation**      **UGZ - Urban Growth**

Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

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Read the full disclaimer at <https://www.vic.gov.au/disclaimer>

Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).



## Planning Overlays

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[ENVIRONMENTAL SIGNIFICANCE OVERLAY \(ESO\)](#)

[INCORPORATED PLAN OVERLAY \(IPO\)](#)



Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

## Growth Area Infrastructure Contribution

This property is in an area added to the Urban Growth Boundary after 2005.

It may be subject to the Growth Area Infrastructure Contribution.

For more information about this contribution go to [Victorian Planning Authority](#)



Land added to the UGB since 2005

## Melbourne Strategic Assessment

This property is located within the Melbourne Strategic Assessment program area. Actions associated with urban development are subject to requirements of the Melbourne Strategic Assessment (Environment Mitigation Levy) Act 2020 and the Commonwealth Environment Protection and Biodiversity Conservation Act 1999. Follow the link for more details: <https://mapshare.vic.gov.au/msa/>



Melbourne Strategic Assessment Area

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Read the full disclaimer at <https://www.vic.gov.au/disclaimer>

Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

## Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to <https://heritage.achris.vic.gov.au/aavQuestion1.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.firstpeoplesrelations.vic.gov.au/aboriginal-heritage-legislation>



## Further Planning Information

Planning scheme data last updated on 28 August 2025.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

For details of surrounding properties, use this service to get the Reports for properties of interest.

To view planning zones, overlay and heritage information in an interactive format visit <https://mapshare.vic.gov.au/vicplan/>

For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

## Designated Bushfire Prone Areas

**This property is not in a designated bushfire prone area.**  
**No special bushfire construction requirements apply. Planning provisions may apply.**

Where part of the property is mapped as BPA, if no part of the building envelope or footprint falls within the BPA area, the BPA construction requirements do not apply.

Note: the relevant building surveyor determines the need for compliance with the bushfire construction requirements.



Designated BPA are determined by the Minister for Planning following a detailed review process. The Building Regulations 2018, through adoption of the Building Code of Australia, apply bushfire protection standards for building works in designated BPA.

Designated BPA maps can be viewed on VicPlan at <https://mapshare.vic.gov.au/vicplan/> or at the relevant local council.

Create a BPA definition plan in [VicPlan](#) to measure the BPA.

Information for lot owners building in the BPA is available at <https://www.planning.vic.gov.au>.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website <https://www.vba.vic.gov.au>. Copies of the Building Act and Building Regulations are available from <http://www.legislation.vic.gov.au>. For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>.

## Native Vegetation

Native plants that are indigenous to Victoria and important for biodiversity might be present on this property. This could include trees, shrubs, herbs, grasses or aquatic plants. There are a range of regulations that may apply including need to obtain a planning permit under Clause 52.17 of the local planning scheme. For more information see [Native Vegetation \(Clause 52.17\)](#) with local variations in [Native Vegetation \(Clause 52.17\) Schedule](#)

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Regulations Map (NVR Map) <https://mapshare.vic.gov.au/nvr/> and [Native vegetation \(environment.vic.gov.au\)](#) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit [NatureKit \(environment.vic.gov.au\)](#)

Created at 15 September 2025 03:09 PM

## PROPERTY DETAILS

Address: **11 MYLIUS STREET WOLLERT 3750**  
Lot and Plan Number: **Lot 401 PS832939**  
Standard Parcel Identifier (SPI): **401\PS832939**  
Local Government Area (Council): **WHITTLESEA**  
Council Property Number: **1258359**  
Directory Reference: **Melway 182 G1**

[www.whittlesea.vic.gov.au](http://www.whittlesea.vic.gov.au)

## SITE DIMENSIONS

All dimensions and areas are approximate. They may not agree with those shown on a title or plan.



**Area:** 332 sq. m

**Perimeter:** 82 m

For this property:

— Site boundaries

— Road frontages

Dimensions for individual parcels require a separate search, but dimensions for individual units are generally not available.

Calculating the area from the dimensions shown may give a different value to the area shown above.

For more accurate dimensions get copy of plan at [Title and Property Certificates](#).

## UTILITIES

Rural Water Corporation: **Southern Rural Water**  
Melbourne Water Retailer: **Yarra Valley Water**  
Melbourne Water: **Inside drainage boundary**  
Power Distributor: **AUSNET**

## STATE ELECTORATES

Legislative Council: **NORTH-EASTERN METROPOLITAN**  
Legislative Assembly: **MILL PARK**

## PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

**Vicplan** <https://mapshare.vic.gov.au/vicplan/>

**Property and parcel search** <https://www.land.vic.gov.au/property-and-parcel-search>

## Area Map



Selected Property

INFORMATION ONLY

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7063 7326/301 - paid Peck  
Freehold. 7 April 88  
1.25 p.m.  
VICTORIA.  
10.13.11

### TRANSFER OF LAND.

Insert transferor's name and residence, profession, trade or occupation.

I, Hugh Peck of 7 Queen Street in the City of Melbourne Money Broker and Estate Agent and J. J. Blacklock of Little Collins Street in the said City of Melbourne Tailor being registered as the proprietors of an estate in fee-simple in the land hereinafter

Insert name of transferee, and his residence, &c. as above.

described, subject to the encumbrances notified hereunder, in consideration of the sum of Twenty pounds sterling paid to ~~us~~ by Emma Maria Peck the Wife of Hugh Peck of 7 Queen Street in the City of Melbourne Money Broker and Estate Agent

DO HEREBY TRANSFER to the said Emma Maria Peck

After "being" insert part of if applicable.

All ~~one~~ <sup>one</sup> estate and interest in ALL THAT piece of land being

Crown allotment Fifteen Section Twelve  
Parish of Jika Jika County of Bourke At East Collingwood

If the transferred land be part only of the Crown allotment, but all comprised in a previous certificate, add particularly described in the Certificate of Title entered in the Register Book, Vol. Fol. but if the transferred land be part only of the land comprised in the grant or certificate, set forth in links or feet, the boundaries, and refer to a map.

particularly described in the Crown Grant entered in the Register Book Vol. 243. Folio 2. 575. Such Land being ~~held~~ <sup>conveyed</sup> to and for the use and benefit of such person or persons as the said James de'Chanson Emma Maria Peck shall notwithstanding coverture by any transfer or other instrument under the Transfer of Land Statute or by any Will or Writing in the Nature of a Will transfer appoint or otherwise dispose of the said land and in default thereof but subject to any partial sale disposition to and ~~purchase~~ <sup>purchase</sup> with a right of carriage way over for the sole and separate use and benefit of the said Emma Maria Peck and her transferees in fee simple

Specify or describe the road or roads over which the easement is created, and refer to a map, whereon such road or roads should be colored brown.

Dated the Seventh day of April, One thousand eight hundred and sixtyeight.

Transferor's name

Signed by the said John Blacklock

(See note below)

in the presence of Edward Peck  
76 Queen St. Melb.

John Blacklock

Transferee's name

Signed by the said Hugh Peck

(See note below)

in the presence of Edward Peck

Hugh Peck



Signed by the said Emma Maria Peck ENCUMBRANCES REFERRED TO  
in the presence of Edward Peck  
Emma Maria Peck

NOTE:—The witness may be (within the limits of Victoria) either the Registrar of Titles, or an assistant Registrar, or a Justice of the Peace, Notary Public, Solicitor of the Supreme Court, or Commissioner for taking Affidavits, or a Perpetual Commissioner, or any other person authorized to that behalf by the Governor in Council; and (without the limits of Victoria) either a Notary Public or Commissioner for taking Affidavits, or the Mayor or other Chief Officer of any city or municipal corporation within the United Kingdom of Great Britain and Ireland, or the Officer administering the Government of, or the Judge of any Court of Record in, any British Possession, or the British Consular Officer at any foreign place. If the witness, whether within or without the limits of Victoria be any other person, the form at the back to be used in addition.

[SEE OVER.]

Certificate of Registrar of Titles, or other authorized person taking Declaration of attesting witness.

Appeared before me at Melbourne, the seventh day of April, One thousand eight hundred and sixty-eight Edward Peck the attesting witness to this instrument, and declared that he personally knew John Blacklock Hugh Peck and Emma Maria Peck the person signing the same, and whose signature the said Edward Peck attested; and that the name purporting to be the signature of the said John Blacklock were their own handwriting, and that they were of sound mind, and freely and voluntarily signed such instrument

J. Templeman  
Assistant Registrar of Titles

MEMORIAL OF INSTRUMENT.

Nature of Instrument.	Time of its production for Registration.	Names of the Parties thereto.	Number or Symbol thereon.
<u>Transfer</u>	The <u>seventh</u> day of <u>April</u> 18 <u>68</u> , at <u>1:25</u> o'clock in the <u>afternoon</u>	<u>Hugh Peck and John Blacklock</u> to <u>Emma Maria Peck</u> wife of <u>Hugh Peck</u>	<u>48.575</u>

J. Templeman  
Assistant Registrar of Titles.

I certify that a Memorial of the within instrument was entered in the Register Book, Vol. 243, Fol. 48.575, at the time last above mentioned.

J. Templeman  
Assistant Registrar of Titles.



Titles Office Use Only  
**AA 101**

Lodged at the Titles Office by

LANOER & ROGERS

Code \_\_\_\_\_

**VICTORIA**

**MEMORANDUM OF COMMON PROVISIONS**  
Section 91A Transfer of Land Act 1958

This memorandum (containing 20 page(s)) contains provisions which are intended for inclusion in instruments to be subsequently lodged for registration.

Provision

(Notes 1-3)

1.

REPAYMENT OF MONEYS SECURED

1. The Mortgagor shall pay on demand to the Bank at Melbourne or at such other place as the Bank shall appoint the Moneys Secured.

TAXES

2. The Mortgagor shall pay all outgoings (including rates, taxes, duties, assessments and impositions) imposed in connection with the Mortgaged Property, on the Mortgagor or on the Bank and shall indemnify the Bank against all liability to pay such outgoings.

INSURANCE

3.(a) The Mortgagor shall insure and keep insured all improvements on the Mortgaged Property against loss or damage by fire and such other insurable risks as the Bank may require to their full value (on a replacement value basis unless the Bank consents in writing) with an insurer authorised by the Australian Insurance Commissioner which insurer enters into a concessions agreement with the Bank whereby the insurer covenants with the Bank that the insurance policy shall not be cancelled until after at least fourteen (14) days notice of the proposed cancellation has been given to the Bank.

(b) All insurances shall be effected in the joint names of the Mortgagor and the Bank for their respective rights and interests.

(c) The Mortgagor shall deliver the insurance policies and receipts for all insurance premiums to the Bank upon demand.

(d) If any insurance premium is not paid by the Mortgagor by the due date the Bank may pay the premium and the Mortgagor shall on demand pay the premium to the Bank with interest at the rate applicable under this mortgage.

(e) The Mortgagor shall not do or permit anything to be done which may prejudice or make void or voidable any insurance policy and shall not without the prior written consent of the Bank introduce or permit to be introduced onto the Mortgaged Property anything or do or permit to be done anything which the insurer may consider hazardous or which may require payment of an extra premium.

(f) (i) All moneys paid under any insurance policy shall be held by the Mortgagor in trust for the Bank and paid to the Bank immediately upon receipt.

(ii) All money recovered by the Bank under any insurance policy effected on the Mortgaged Property shall be applied at the discretion of the Bank towards any one or more of the following -

**MCP**

Office Use Only



This memorandum of common provisions is retained by the Registrar of Titles pursuant to Section 91A(2) of the Transfer of Land Act 1985.

*J.B. Mann*  
Assistant Registrar of Titles,  
6th May, 1985.

Approval MCP/1

- A repayment of the Moneys Secured;
- B repair of improvements on the Mortgaged Property;
- C replacement of improvements on the Mortgaged Property;

(g) If the Mortgaged Property is destroyed or damaged or if any employee or agent of the Bank is injured exercising any right, power or remedy conferred on the Bank under this mortgage or by statute, the Bank shall have power to make, enforce, settle and compromise all claims for insurance or compensation and to sue for, recover, receive and give discharges for all insurance and compensation moneys whether the insurance is effected in the name of the Bank or the Mortgagor or both and whether or not it covers other property as well as the Mortgaged Property.

COSTS

4.(a) The Mortgagor shall pay to the Bank on demand all costs (and in the case of legal costs as between a solicitor and his own client) expenses, duties, taxes and other moneys -

- (i) which under any rule of law or equity the Mortgagor is liable to pay in respect of this mortgage;
- (ii) incurred in connection with the preparation, stamping and registration of this mortgage (whether in its present terms or any variation or renewal) or any additional or collateral security and any discharges of such mortgage or security;
- (iii) of or incidental to -
  - A the exercise or attempted exercise of any right, power or remedy conferred on the Bank under this mortgage or any collateral security or by statute, order, rule or regulation;
  - B any proceedings in any court or tribunal taken by the Bank to protect any right, power or remedy;
- (iv) incurred on account of any failure by the Mortgagor to perform or observe any covenant in this mortgage or in any collateral security;
- (v) paid to any insurer for indemnity under the Workers' Compensation Act 1958 against the liability of the Bank to workers upon the Mortgaged Property;
- (vi) which the Bank is liable to or may pay under this mortgage;
- (vii) for valuations, inspections and reports on the Mortgaged Property;

together with interest at the rate applicable under this mortgage on such moneys from their respective times of payment until payment.

(b) Such moneys and interest shall be a charge upon the Mortgaged Property and shall until paid be added to the amount from time to time payable to obtain a discharge of this mortgage and shall form part of the Moneys Secured.

REPAIRS

5.(a) The Mortgagor shall -

- (i) refrain from committing waste;
- (ii) keep the Mortgaged Property in good and substantial repair;
- (iii) refrain from making any alterations or additions to the Mortgaged Property without the prior written consent of the Bank;

NOTES

1. The provisions are to be numbered consecutively from number 1.
2. The provisions may be continued on the back of this form.
3. Further sheets may be added but each page should be consecutively numbered.

- (iv) cultivate, use and manage the Mortgaged Property (if it includes land used for pastoral, agricultural or horticultural purposes) in a proper and husbandlike manner;
  - (v) keep down all vermin and noxious weeds; and
  - (vi) comply with all relevant statutes.
- (b) The Bank may at its option enter the Mortgaged Property and do all things necessary to give effect to this clause if the Mortgagor fails to do so.

PERMITS

- 6.(a) If the Mortgagor or any person authorised by the Mortgagor is constructing or commences construction on the Mortgaged Property or if any part of the Moneys Secured are advanced to enable the construction or the repair of any buildings or improvements on the Mortgaged Property, the following conditions shall apply -
- (i) The Mortgagor shall produce all necessary permits and shall not commence construction until such permits have been obtained and the plans and specifications have been approved by the responsible authority and by the Bank in writing.
  - (ii) The Mortgagor shall perform the work or cause the work to be performed in a workmanlike manner and in accordance with the approved plans and specifications.
  - (iii) The Mortgagor shall not alter the approved plans and specifications without the prior written consent of the Bank.
  - (iv) The Bank and any person authorised by the Bank may at any time enter the Mortgaged Property to inspect the work.
- (b) If in the opinion of the Bank the Mortgagor is in breach of any conditions referred to in clause 6(a) or if the power of sale has become exerciseable, the Bank may enter into possession of the Mortgaged Property to the exclusion of the Mortgagor and construct and complete the work in such manner as it thinks fit. In addition the Bank may, in performing such work, alter the original design, plans and specifications, call for and accept any tender, review cost estimates, engage architects and other persons, use any materials and do everything required to complete the work without being liable to account as mortgagee in possession.
- (c) The Bank may refrain from performing such works and may sell the Mortgaged Property in its then state and condition.
- (d) The Bank may pay by instalments any part of the Moneys Secured to the Mortgagor, builder or contractor as it determines. The Bank shall not make any such payment until the Mortgagor's architect or other person appointed by the Bank at the expense of the Mortgagor gives the Bank a certificate which sets out the progress of the works and the Bank is satisfied the Mortgagor has paid or secured its share of the cost of the works. The Bank shall not make the final payment of the Moneys Secured until it has received a certificate of occupancy from the relevant authority.

BUILDERS GUARANTEE

- 7.(a) Where an approved indemnity (within the meaning of Division 1A of Part XLIX. of the Local Government Act 1958) is or shall come into force in respect of the Mortgaged Property, the Mortgagor assigns and agrees to assign (as the case may be) to the Bank absolutely -
- (i) the benefit of and the whole of the Mortgagor's interest in the approved indemnity; and

- (ii) all rights of action, benefits and claims of the Mortgagor under Division 1A of Part XLIX of the Local Government Act 1958.
- (b)
  - (i) The assignment in clause 7(a) does not create any obligation on the Bank in relation to the approved indemnity.
  - (ii) The Mortgagor shall immediately notify the Bank in writing of any defect in the Mortgaged Property covered by the approved indemnity and shall give all notices and do all things necessary to obtain the benefit of the approved indemnity and all rights conferred by Division 1A of Part XLIX of the Local Government Act 1958.
  - (iii) If required by the Bank the Mortgagor shall give notice of the assignment in clause 7(a) to the approved insurer or approved guarantor as defined in the Local Government Act 1958 or the builder (as the case may be).
  - (iv) The Bank's rights under the assignment in clause 7(a) shall be held by the Bank collaterally with the Mortgaged Property as security.
  - (v) Upon request the Mortgagor shall at his expense and to the satisfaction of the Bank do all things necessary to give effect to this clause.
- (c) Any money received by the Bank pursuant to this clause may be applied to make good any defects to any improvements on the Mortgaged Property or to reduce the Moneys Secured.

#### TOWN PLANNING

- 8.(a) The Mortgagor shall immediately give the Bank any notice, order or other document he receives relating to any town and country planning scheme or proclamation, or any interim development proposal, scheme or order, or any restriction proposed or proclaimed by any authority which affects or may affect the Mortgaged Property.
- (b) The Mortgagor shall, as directed by the Bank and at the Mortgagor's expense, apply to the responsible authority to use or continue to use the Mortgaged Property in the same manner as at and immediately prior to the date of the direction given in any such notice, order or other document.

#### STRATA UNITS & CLUSTER LOTS

- 9.(a) If any part of the Mortgaged Property is a unit on a registered plan under the Strata Titles Act 1967 or a lot on a registered cluster plan under the Cluster Titles Act 1974 the Mortgagor shall comply with and observe the by-laws of the body corporate and pay all moneys requested by the body corporate in accordance with section 16 of the Strata Titles Act 1967 or section 17 of the Cluster Titles Act 1974 as the case may be.
- (b) If any part of the Mortgaged Property is a stratum estate under the Transfer of Land Act 1958 the Mortgagor shall pay all moneys and observe and perform all covenants and obligations binding on the Mortgagor pursuant to any charge or service agreement relating to such stratum estate and the memorandum and articles of association of the service company.
- (c) If requested by the Bank the Mortgagor shall hand to the Bank all receipts for such payments.
- (d) The Mortgagor shall give the Bank written notice of each meeting of the body corporate or service company (as the case may be) immediately upon being notified of such meeting. The Mortgagor shall execute an instrument of proxy in relation to any such meeting in favour of such person as the Bank may nominate who shall vote at any such meeting as directed by the Bank.
- (e) Nothing contained in clause 9(d) shall require the proxy to attend or vote at any such meeting and the mortgagor declares that the Bank shall not be accountable to the

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Mortgagor because of any failure to attend or because of the manner it voted at any such meeting.

- (f) If any part of the Mortgaged Property is a unit on a registered plan under the Strata Title Act 1967 the Mortgagor shall effect and maintain an insurance policy in respect of damage to the Mortgaged Property pursuant to section 25 of the Strata Titles Act 1967 in the terms set out in clause 3(a).

EVENTS OF DEFAULT

10.(a) The Moneys Secured shall at the option of the Bank become due and payable and this mortgage shall become enforceable (notwithstanding any delay or previous waiver of this clause by the Bank) if -

- (i) the Mortgagor fails to pay the Moneys Secured and such default continues for seven (7) days;
- (ii) the Mortgagor defaults in the performance or observance of any other covenant;
- (iii) the Mortgagor or any Guarantor fails to comply with the terms of any security, instrument or agreement with the Bank whether entered into before or after the date of this mortgage and whether collateral to it or not;
- (iv) any judgment, execution or other process of a court or authority is issued against the Mortgagor or levied upon the Mortgaged Property and is not discharged within five days;
- (v) the Mortgagor or any Guarantor stops paying his debts or ceases to carry on business;
- (vi) any other security affecting the Mortgaged Property becomes enforceable;
- (vii) the Mortgagor or any Guarantor (being a natural person) cannot in the opinion of the Bank pay his debts from his own monies as they fall due, becomes bankrupt, of unsound mind, a protected person, an infirm person under the Public Trustee Act 1958, or is charged with or convicted of a criminal offence, or without the prior written consent of the Bank enters into any assignment, arrangement, scheme or composition with any of his creditors or proposes to do so;
- (viii) any consent, approval, authorisation, or exemption required under this mortgage is withdrawn, modified, lapses or is not applied for or granted;
- (ix) it becomes unlawful for the Mortgagor or any Guarantor to perform any obligation under this mortgage or any other agreement with the Bank;
- (x) the Mortgagor fails to meet any payment under any mortgage charge or lien over the Mortgaged Property whether ranking in priority to, pari passu with or subsequent to this mortgage;
- (xi) any security collateral to this mortgage is or becomes void or voidable or ineffective, or any Guarantor seeks to terminate his obligations or liability under any Guarantee;
- (xii) the Mortgagor is a body corporate and without the prior written consent of the Bank -
  - A a resolution is passed for it to be wound up (except for the purpose of reconstruction);
  - B an application or order is made for the winding up of the Mortgagor;

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- C is struck off the official register of companies maintained by the relevant incorporating authority;
- D enters into any assignment, arrangement, scheme or composition with any of its creditors;
- E a resolution is passed under section 114(2) of the Companies (Victoria) Code or under the corresponding legislation of any other state or territory;
- F an inspector is appointed under the Companies Code of any state or territory or other relevant legislation to investigate its affairs;
- G a resolution is proposed or passed to reduce its share capital;
- H a meeting is held or other steps taken to place the Mortgagor under official management;
- I is unable to pay its debts in the opinion of the Bank as they fall due;
- J any event mentioned in section 364(1)(a)-(j) of the Companies (Victoria) Code or under the corresponding legislation of any other state or territory occurs to the Mortgagor;
- K it shall appear from any accounts or reports of the Mortgagor described in Part VI Division 2 of the Companies (Victoria) Code or under the corresponding legislation of any other state or territory or from any certificate or report of any auditor that the current liabilities of the Mortgagor (both secured and unsecured) exceed its current assets or if any auditor discloses any deficiency, failure or shortcoming in the Mortgagor's accounts;
- L the Mortgagor or any company deemed to be related to the Mortgagor by any Companies Code, Act or Ordinance of any state or territory stops or suspends payment of its debts or fails to pay its debts;
- M a receiver, manager, receiver and manager, liquidator, administrator or official manager is appointed.

(xiii) the Mortgagor as trustee enters into this mortgage, receives the money advanced under this mortgage or enters into the covenants contained in this mortgage and any of the following occurs without the prior written consent of the Bank -

- A the Mortgagor sells, assigns or attempts to sell or assign any property held by the Mortgagor and in which the Mortgagor has an interest as trustee;
- B the Mortgagor retires, resigns or is removed as a trustee;
- C any relevant trust deed is altered, amended, varied or revoked;
- D any new or additional trustee of any relevant trust is appointed;
- E any income distribution to beneficiaries or unit holders under any relevant trust deed is made or attempted other than in the ordinary course of business;
- F any distribution of capital is made or attempted under any relevant trust deed;
- G anything occurs which may result in the Mortgagor's right of indemnity being diminished or extinguished;

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- H the vesting date or termination of any relevant trust is determined or accelerated in any way;
  - I the Mortgagor, other than as empowered by any relevant trust and in the ordinary course of business of the trust incurs any debt, disposes of any property, lends money to any person, gives any guarantee or indemnity, mortgages, charges, pledges or encumbers any trust assets, mixes trust assets, compromises any claim in relation to trust assets, delegates any power exercisable as trustee or increases his remuneration as trustee; or
  - J any unit under any relevant unit trust is issued, transferred, redeemed, encumbered or otherwise dealt with.
- (xiv) the value of the Mortgaged Property becomes in the opinion of the Bank diminished by any of the following -
- A a town or country planning scheme or proclamation or any interim development order, proposal, or any scheme or restriction proposed or proclaimed by any relevant authority;
  - B any proposals for re-alignment, widening or siting of a road by any relevant authority;
  - C any proposals to construct any mains or pipes of any water, sewerage, drainage, gas or fuel authority;
  - D any charge imposed by statute ranking in priority to this security.

#### POWER OF SALE

- 11.(a) If an Event of Default occurs the Bank may without prejudice to any other right, power or remedy do all things necessary to make good such default.
- (b) The default specified in section 76 of the Transfer of Land Act 1958 must continue for seven (7) days before service of the notice referred to in that section.
  - (c) The default must continue for seven (7) days after service of such notice before the power of sale given by section 77 of the Transfer of Land Act 1958 can be exercised.
  - (d) If an Event of Default occurs the Bank may take possession of the Mortgaged Property and exercise the powers or remedies given to mortgagees by the Transfer of Land Act 1958 or the Property Law Act 1958 or vested in landlords by the Landlord and Tenant Act 1958 or the Residential Tenancies Act 1980. Otherwise the Bank shall give seven (7) days notice of its intention to exercise the power given by this subclause and without limiting any other powers it may have the Bank may -
    - (i) sell all or any part of the Mortgaged Property with or without other land by public auction or private treaty upon such conditions as the Bank determines;
    - (ii) subdivide the Mortgaged Property, whether under the Strata Titles Act 1967 or the Cluster Titles Act 1974 on the Transfer of Land Act 1958, and whether alone or with other land;
    - (iii) do everything necessary to efficiently manage and use the Mortgaged Property or to derive an income from it or to make the Mortgaged Property more saleable or to carry on any business;
    - (iv) with or without entering into possession the Bank may lease all or any part of the Mortgaged Property, with or without an option to renew, to any person upon such conditions as the Bank determines. Any such lease may include at the option of the Bank a lease of the Mortgaged Property with any other property of the Mortgagor under mortgage to the Bank;

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- (v) apply for and obtain any amendment to the title of the Mortgagor to the Mortgaged Property and do what is necessary to perfect the title or make it more readily saleable or to enable it to be sold in subdivided lots;
- (vi) obtain any survey required to amend or perfect the title of the Mortgagor to the Mortgaged Property or to make it more readily saleable or lodge at the Titles Office a plan or plans of subdivision of the Mortgaged Property;
- (vii) surrender to the Crown all or any part of the Mortgaged Property or exchange with the Crown or any person all or any part of the Mortgaged Property for other land of any tenure, either with or without giving or receiving any money or other consideration for the purpose of equalising the exchange. Any land so acquired shall be held by the Bank as security or further security for the Moneys Secured and the power of sale and all other rights and remedies conferred on the Bank shall apply to such land;
- (viii) remove any fixtures attached to the Mortgaged Property and sell them separately from the Mortgaged Property under the power of sale.
- (e) Any moneys advanced or expended by the Bank under this clause shall form part of the Moneys Secured.
- (f) Any sale under this clause may be undertaken notwithstanding any previous omission, neglect or delay on the part of the Bank or the waiver of any earlier power of sale.
- (g) A sale under this clause shall include such conditions as the Bank determines.
- (h) Upon the power of sale becoming exerciseable the Bank may reserve roads or grant or surrender easements.
- (i) The proceeds from any sale by the Bank shall be applied to satisfy the Moneys Secured and the Mortgagor shall be credited with only the money actually received by the Bank for that purpose.
- (j) If after payment of the Moneys Secured there are surplus moneys payable to the Mortgagor pursuant to section 77 of the Transfer of Land Act 1958, such monies shall not carry interest.
- (k) All purchase money outstanding upon a sale by the Bank shall be deemed a continuing unsatisfied part of the Moneys Secured and shall carry interest as provided in this mortgage.
- (l) The Bank shall not be liable to the Mortgagor for any loss occasioned by any sale or for any more money than it actually receives in cash from the sale or for any loss, damage or destruction to the Mortgaged Property after the Bank exercised its power to sell.
- (m) The Bank may remove and sell or abandon any chattels on the Mortgaged Property if it considers such removal, sale or abandonment would enhance the sale of the Mortgaged Property. The Mortgagor indemnifies the Bank against all costs incurred and against all claims by any other interested persons. The Bank shall not be subject to any duty or liability as a bailee of such chattels.

#### RIGHT OF ENTRY

12. The Mortgagor shall allow the Bank and any Authorised Officer of the Bank to enter the Mortgaged Property at all reasonable times to inspect its state and condition or for any of the purposes mentioned in clauses 10 and 11.

#### MORTGAGOR'S GENERAL OBLIGATIONS

13. The Mortgagor -

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- (a) shall at his cost execute all documents and do everything required by the Bank to secure its rights and powers under this mortgage;
- (b) shall at his cost do everything necessary to compel every person with an interest in the Mortgaged Property to comply with the obligation of the Mortgagor in clause 13(a);
- (c) shall observe and perform the covenants of the Mortgagor in any prior mortgage or charge ranking in priority to this mortgage;
- (d) warrants he has an absolute and indefeasible title in fee simple under the Transfer of Land Act 1958 to the whole of the Mortgaged Property (subject only to the encumbrances which the Bank has given its prior consent in writing) and that there are no facts or circumstances which may give rise to any of the exceptions in section 42(2) of the Transfer of Land Act 1958 other than those appearing on the certificate of title of the Mortgaged Property;
- (e) shall permit the Bank to retain title documents to the Mortgaged Property while any Moneys Secured are outstanding subject to the right of any prior registered mortgagee;
- (f) shall, upon the happening of any of the events set out in clause 10, give immediate written notice to the Bank of such event. The provisions of this subclause shall not be construed as limiting the right of the Bank under any other provisions of this mortgage to demand payment of the Moneys Secured;
- (g) shall comply with all statutes, ordinances and by-laws and the requirements of any relevant authorities where non-compliance may impose a charge or liability on the Mortgaged Property;
- (h) shall not claim the benefit of any present or future legislation or proclamation establishing a moratorium or suspending payment of debts or reducing or fixing interest rates or in any other way adversely affecting the rights and powers of the Bank under this mortgage;
- (i) warrants he has not sold, agreed to sell, offered for sale or given any option to purchase the whole or any part of the Mortgaged Property;
- (j) shall pay all monies due under this mortgage in such manner and at such place as the Bank requires;
- (k) shall not without the prior written consent of the Bank under the hand of any Authorised Officer of the Bank -
  - (i) sell, transfer, exchange, lease, part with possession of, in any way further mortgage, charge or encumber, or seek to partition all or any part of the Mortgaged Property;
  - (ii) subdivide the Mortgaged Property or consolidate it with any other land;
  - (iii) require the Bank to apportion all or any part of the Moneys Secured under the Sale of Land Act 1962;
  - (iv) if it is a proprietary limited company incorporated under the Companies Code of any state or territory -
    - A change its directors;
    - B register or allow the sale, transfer or disposal of its shares;
    - C issue any new shares, convertible notes or options for shares in its capital;
    - D make any amendment to its memorandum or articles of association.

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- (v) if it is any other body corporate incorporated under the Companies Code of any state or territory, do or allow to be done any of the things referred to in clause 13(k)(iv) in such circumstances as may, in the opinion of the Bank, bring about a significant change in the ownership or management of the body corporate;
- (vi) in the case of any other corporate or unincorporate body -
  - A change its office bearers;
  - B make any amendment to its constituent documents;
  - C allow any sale, transfer or disposal of its shares or membership rights in circumstances which would, in the opinion of the Bank, be likely to diminish the Mortgagor's ability to pay the Moneys Secured.

PAYMENT OF OTHER MONEYS RECEIVED BY MORTGAGOR

- 14.(a) Any proceeds from the sale of the Mortgaged Property or any compensation received by the Mortgagor in connection with the Mortgaged Property shall be paid to the Bank and dealt with by it as if paid by the Mortgagor pursuant to this mortgage.
- (b) The Bank shall make any claim and execute any compromise, agreement, release or other document necessary to give effect to clause 14(a).

POWER OF ATTORNEY

- 15.(a) The Mortgagor irrevocably appoints the Bank and every Authorised Officer of the Bank jointly and each of them severally the attorney of the Mortgagor to do all things required of the Mortgagor under this mortgage and to do all things (including the preparation and execution of all documents) considered necessary by the attorney to give effect to this mortgage.
- (b) The attorney may delegate the exercise of any right or power to any person authorised in writing by such attorney. The attorney shall not be responsible for any act or omission of such person. The Mortgagor confirms and ratifies everything the attorney or his delegate may lawfully do in exercise of this power.

POWER OF BANK TO ASSIGN MORTGAGE

- 16. The Bank may assign this mortgage and the right to receive the Moneys Secured free from any equities, set offs or cross claims which, but for this clause, the Mortgagor would be entitled to set up against the Bank.

NOTICES

- 17. Any notice given or demand made by the Bank pursuant to this mortgage may be given by the signature of any Authorised Officer of the Bank.

SERVICE

- 18. Any notice referred to in clause 17 shall be given or made if -
  - (a) personally delivered to the Mortgagor or, in the case of joint Mortgagors, any of them; or
  - (b) left at or sent by ordinary prepaid post addressed to the Mortgagor, or in the case of joint Mortgagors, any of them, at his usual place of abode or business or his address in the Schedule of this mortgage, or if the Mortgagor is a corporation at its registered office. Any notice or demand sent by ordinary prepaid post addressed in such manner shall be deemed to have been received by the Mortgagor on the second business day after the day it was posted.

COMBINING OF BANK ACCOUNTS

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19. (a) Where the Mortgagor has two or more accounts with the Bank, (whether or not the Bank has agreed to permit any set-off for the purpose of calculated interest between such accounts the Bank may without prior notice to the Mortgagor combine such accounts and treat the combined accounts as a single account.
- (b) Where the Mortgagor is more than one person clause 19(a) shall apply notwithstanding that such accounts may stand in different names and in such circumstances the liability of the Mortgagors to the Bank for the combined account shall be joint and several, and the liability of the Bank (if the combined account is in credit) shall be to the Mortgagors jointly.

PAYMENT BY BANK

20. (a) The Bank may at any time without the consent of the Mortgagor pay any other debt secured by mortgage over the Mortgaged Property (of whatever priority) and at the cost of the Mortgagor take a transfer of any prior mortgage for the benefit of the Bank. The Bank shall not be bound to enquire whether the moneys claimed to be owing on the security of any such mortgage are in fact owing by may accept without reference to the Mortgagor the statement of the mortgagee. The Mortgagor consents to any such mortgagee giving the Bank information of the state of account between the Mortgagor and such mortgagee.
- (b) A statement in writing signed by an Authorised Officer of the Bank of the amount owing or secured at any time is prima facie evidence that such amount is owing or secured. The Mortgagor shall bear all costs reasonably incurred by the Bank in drawing the statement.
- (c) Until a final discharge has been executed this mortgage shall be a continuing security for the Moneys Secured.

BANK MAY COMPLETE DOCUMENTS

21. (a) The Bank may complete any documents executed by the Mortgagor in blank or held by the Bank in escrow.
- (b) The Bank may amend any particulars in this mortgage or other instrument relating to the Mortgaged Property if necessary to achieve registration of or perfect this mortgage.

JUDGMENTS TO BE COLLATERAL

22. Any judgment obtained by the Bank against the Mortgagor for any of the Moneys Secured shall be held by the Bank as collateral security with this mortgage for the payment of the Moneys Secured. Any such judgment shall not merge with this mortgage.

INDEMNITY

23. (a) The Mortgagor shall indemnify the persons referred to in clause 23(b) against the liabilities referred to in clause 23(c). This indemnity shall be a charge on the Mortgaged Property and the provisions of this mortgage shall apply to this charge with such changes as are necessary. The Bank may pay all sums to meet this indemnity.
- (b) The persons entitled to the benefit of the indemnity referred to in clause 23(a) are the Bank, every Authorised Officer of the Bank and every receiver, manager, receiver and manager or other person employed or engaged by the Bank to implement, enforce or administer this mortgage.
- (c) The liabilities to which the indemnity applies are all expenses incurred, including expenses for any mistake or oversight by the Bank (unless amounting to wilful misconduct or gross negligence) and all actions, proceedings, costs, claims and demands arising from the implementation, enforcement or administration of this mortgage.

OTHER SECURITIES

24. Nothing in this mortgage shall extinguish, merge, postpone, lessen or otherwise prejudice any other security the Bank may hold for the Moneys Secured or any other right or remedy the Bank may have against the Mortgagor or any Guarantor or as a party to any negotiable instrument or security.

WAIVER

25. (a) This mortgage shall not be affected or discharged by -
- (i) the Bank granting to the Mortgagor any time or other indulgence or consideration;
  - (ii) the Bank failing to take action for any breach or default by the Mortgagor;
  - (iii) any delays, acts, omissions or errors by the Bank or any Authorised Officer of the Bank or other person;
  - (iv) the release, discharge, abandonment or transfer (whether wholly or partially and with or without consideration) of any security, judgment or negotiable instrument held or recovered by the Bank from or against the Mortgagor or any other person;
- (b) The waiver by the Bank of any particular breach or default shall not affect the Bank's right to any subsequent or continuing breach or default notwithstanding any rule of law or equity to the contrary.
- (c) The failure, refusal or neglect by the Bank to exercise any right power or option given to it under this mortgage shall not, unless agreed by the Bank in writing, constitute a waiver by the Bank of its right to require exact and strict compliance with such provisions notwithstanding any rule of law or equity to the contrary.

TRUSTEE CLAUSES

26. Except to the extent that he has made an express disclosure in writing to the Bank, the Mortgagor warrants that he does not and shall not at any time hold the Mortgaged Property upon or subject to any trust.

27. If the Mortgagor enters into this mortgage or receives any part of the Moneys Secured in the capacity of a trustee -

- (a) the Mortgagor warrants that -
- (i) he is the sole trustee under the relevant trust;
  - (ii) he has disclosed the full terms of any relevant trust to the Bank;
  - (iii) he has full and unfettered power and authority confirmed in writing by the relevant trust to enter into this mortgage;
  - (iv) he enters into this mortgage as part of the due and proper administration of the relevant trust;
  - (v) he enters into this mortgage for the benefit of all beneficiaries of the relevant trust;
  - (vi) no event referred to in clause 10(a)(xiii) has occurred prior to the execution by the Mortgagor of this mortgage (except to the extent disclosed in writing to the Bank);
  - (vii) in executing this mortgage, the Mortgagor encumbers the whole of the legal and beneficial interest in the Mortgaged Property in accordance with his powers under any relevant trust validly exercised;

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- (viii) he executes this mortgage not only in his capacity as trustee but also in his personal capacity and that this mortgage is binding upon him in both capacities;
- (ix) he has a right of indemnity against any relevant trust asset and against the beneficiaries and unitholders of any relevant trust for all liabilities incurred by him under this mortgage and that such rights of indemnity have not been and will not be excluded or modified.
- (b) Upon any Event of Default the Mortgagor shall upon demand by the Bank exercise all rights of indemnity referred to in clause 27(a)(ix).
- (c) The Mortgagor charges all such rights of indemnity in favour of the Bank with the payment of the Moneys Secured. The provisions of this mortgage shall apply to this charge with such changes as are necessary.
- (d) Upon any Event of Default the Mortgagor appoints the Bank and every Authorised Officer of the Bank jointly and severally to be the attorney of the Mortgagor and in the name of the Mortgagor to do all things the attorney considers necessary to exercise the rights of indemnity referred to in clause 27(a)(ix).

#### ATTORNMENT CLAUSES

- 28.(a) The Mortgagor attorns to and becomes a tenant of the Bank from week to week at a rental equal to the amount of the instalments payable under this mortgage converted to a weekly amount if necessary.
- (b) Nothing in this clause shall prevent the Bank from immediately (whether or not any demand has been made for payment if the default is in due payment of money) -
  - (i) entering and taking possession of the Mortgaged Property; or
  - (ii) exercising any of the other powers conferred upon the Bank by this mortgage or statute to terminate such tenancy; or
  - (iii) serving any notice required by this mortgage or statute and suing to recover possession.
- (c) Neither the tenancy created by this clause nor the receipt of rent shall render the Bank liable as a mortgagee in possession.

#### APPLICATION OF CREDIT ACT

- 29. Notwithstanding any provision in this mortgage, if this mortgage is or becomes a "Regulated mortgage" within the meaning of the Credit Act 1984 -
  - (a) nothing in this mortgage shall restrict, modify or exclude the rights, powers, duties or obligations of either the Mortgagor or the Bank conferred or imposed by that Act;
  - (b) this mortgage shall be read and construed subject to that Act; and
  - (c) the Bank and the Mortgagor shall comply with that Act.

#### LIQUOR LICENCE

- 30.(a) This clause shall apply where all or any part of the Mortgaged Property is or is intended to be or becomes the subject matter of a licence issued under the Liquor Control Act 1968.
- (b) Where there is any inconsistency between any provisions of this clause and any other provision of this mortgage, other than clause 29, the former shall prevail.
- (c) In this clause unless a contrary intention appears -

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"Commission" shall mean The Commission as defined in the Liquor Control Act 1968.

"Liquor Act" shall mean the Liquor Control Act 1968 or any other statute relating to the conduct of Licensed Premises or to the holders of Liquor Licences.

"Inspector" shall mean a Licensing Inspector as defined in the Liquor Act.

"Licensed Premises" shall have the meaning ascribed to the expression in the Liquor Act.

"Secretary" shall mean the Secretary as defined in the Liquor Act.

"Buildings" shall mean all or any of the hotel restaurant motel club and other buildings on the Mortgaged Property and include all fixtures fittings and things in or appertaining thereto.

"Licensee" shall have the meaning ascribed to the expression in the Liquor Act.

"Licence" shall mean any licence issued under the Liquor Act and held in respect of the Buildings on the Mortgaged Property or any part of it.

- (d) The Bank may demand payment of the Moneys Secured if (in addition to the events mentioned in clause 10) -
- (i) the Mortgaged Property is deprived of the Licence or a Licence intended to be granted or transferred to the Mortgagor or other intending Licensee is not granted or transferred within the time stipulated by the Bank;
  - (ii) the Licence is revoked, cancelled, forfeited, suspended, surrendered or not renewed or if the Licence becomes liable to be revoked, cancelled or forfeited;
  - (iii) the Mortgagor or other Licensee is convicted of any offence under the Liquor Act which requires the forfeiture of any Licence or renders the Licence liable to cancellation or forfeiture;
  - (iv) the Mortgagor or other Licensee obtains any Licence or permit under the Liquor Act by any fraud or false representation.
- (e) The Mortgagor shall -
- (i) pay or cause to be paid all fees to maintain the Licence;
  - (ii) produce receipts of fee payments to the Bank within fourteen days after the due payment date;
  - (iii) where the Commission or an Inspector or Supervisor or any other authorised person makes or issues any requirement or order in respect of the Mortgaged Property or the Buildings under the Liquor Act, the Mortgagor shall at his expense comply with such requirement or order;
  - (iv) not do or fail to do anything to the Mortgaged Property or Buildings on the Licensed Premises or affecting the Licence or the conduct of the business on the Licensed Premises which may prejudice or reduce in value the Licensed Premises or the Licence or the business conducted on the Mortgaged Property;
  - (v) conduct the trade or business for which the Licence was granted in a proper manner and in accordance with the Liquor Act;
  - (vi) perform and observe all provisions of the Liquor Act the Health Act 1958 the Lotteries Gaming and Betting Act 1966 the Police Offences Act 1958 the Summary Offences Act 1966 and all other statutes (Commonwealth or State) and all rules by-laws and regulations relating to Licensed Premises or the holders of liquor Licences in Victoria;

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- (vii) comply with any order or notice served on the Bank or the Mortgagor or other licensee under any statute, rule, by-law or regulation;
- (viii) without limiting the generality of subclause (vii) shall -
  - A at least fourteen days prior to the first day of August of each year deposit with the Secretary of the Commission the statutory declaration required by the Liquor Act;
  - B at least fourteen days prior to the thirty-first day of October of each year apply to the Commission to renew the Licence;
  - C complete and lodge the prescribed notice of application to renew the Licence and pay all fees and do everything necessary to renew the Licence;
  - D within fourteen days from the thirtieth day of November of each year pay to the Secretary or a receiver of revenue or other authorised person the renewal fee and any other fees to obtain the issue or renewal of the Licence.
- (f) The Mortgagor shall take all necessary steps to have the Licence -
  - (i) endorsed pursuant to the Liquor Act within 21 days if the Licensee -
    - A dies;
    - B becomes bankrupt or enters into any assignment, arrangement, scheme or composition with any of his creditors;
    - C becomes a protected person within the meaning of the Public Trustee Act 1958; or
    - D becomes of unsound mind; and
  - (ii) transferred to a person approved in writing by the Bank within two calendar months after the date of endorsement if any of the events B, C or D in clause 30(f)(i) occur or in the event that A in that clause occurs within two calendar months after the date an executor, administrator or trustee (as the case may be) shall have his name or the name of a nominee on his behalf endorsed on the Licence.
- (g) Where the Licence is surrendered, cancelled, revoked or a renewal refused or the Mortgaged Property ceases to be Licensed Premises under the Liquor Act the Mortgagor shall immediately do all things necessary to enable the Bank to receive any compensation payable to the Mortgagor as owner, occupier, licensee or otherwise by reason of any such surrender, cancellation, revocation, refusal or cessation. Such compensation shall be applied to satisfy the Moneys Secured in such order as the Bank may determine and any balance shall be paid to the Mortgagor.
- (h) Any bonus, fine or premium, payable under any lease of the Mortgaged Property or the Buildings, shall be paid to the Bank on the due date and applied to satisfy the Moneys Secured in such order as the Bank may determine and any balance shall be paid to the Mortgagor.
- (i) The Mortgagor shall -
  - (i) not sell transfer or dispose of the Licence unless the Bank consents in writing;
  - (ii) not grant a lease of the Mortgaged Property or create a tenancy affecting it unless the Bank -

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- A approves of the tenant (which approval shall not be unreasonably withheld in the case of a respectable and solvent person guaranteed by the Mortgagor);
- B the rent reserved by any such lease is sufficient to pay all the Moneys Secured when due;
- (j) The Bank may in its absolute discretion consent to any transfer or assignment of lease.
- (k) Any lease or assignment of it shall contain such covenants and conditions approved by the Bank and an executed counterpart of it duly stamped at the expense of the Mortgagor shall be given to the Bank and the Bank's costs of such consent and approval of such lease or deed of assignment shall be paid by the Mortgagor.
- (l) Before a Licence is transferred the Mortgagor shall require every Licensee to give a power of attorney to the Bank and every Authorised Office of the Bank with the same powers granted by the Mortgagor to the Licensee and such other powers as the Bank considers necessary. The power of attorney is to be prepared and executed at the cost of the Mortgagor.
- (m) The following additional powers are granted by the Mortgagor to every attorney for the Mortgagor appointed -
- (i) to make, perform and observe all applications, payments, acts, matters and things and to prepare, sign and give all notices and documents as the attorney may at any time consider necessary to transfer or obtain any renewal of any Licence in respect of the Mortgaged Property or the Buildings to or in the name of the any person selected by the attorney;
  - (ii) to complete and sign the notice of application for the transfer of Licence;
  - (iii) to appoint any person to be the agent of the Mortgagor or of any Licensee or of the legal representative of the Mortgagor or Licensee to sell liquor in and carry on the business to which such Licence relates for any period of twenty-eight days or such other period lawfully permissible;
  - (iv) to complete and sign any forms authorising any person to carry on the business to which any Licence relates as agent for any period of twenty-eight days or such other period lawfully permissible;
  - (v) whenever any Licence is lost or destroyed to do everything necessary to obtain the issue or grant of a duplicate Licence in the name of such person as the attorney selects;
  - (vi) to appear personally or by any barrister and solicitor before the Commission or any court and apply for and obtain any transfer or renewal of or duplicate Licence referred to in subclause (v) and to commence and carry through, adjourn or withdraw any application in respect of any Licence relating to the Mortgaged Property or the Buildings as the attorney thinks proper;
  - (vii) to make any search, copy or extract as the authorised representative of the Mortgagor within the meaning of the rules and regulations made under the Liquor Act;
  - (viii) to incur and pay all costs, fees, charges and expenses which the attorney considers expedient;
  - (ix) to pay the Secretary or the receiver of revenue all fees for any Licence or renewal of Licence;
  - (x) to receive and give a valid receipt for any certificate, Licence or other document;

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- (xi) to demand, sue for or enter into any compromise for any moneys receivable in respect of the Mortgaged Property;
  - (xii) to settle and execute all leases and accept surrenders of leases for the Mortgaged Property;
  - (xiii) to erect and remove fences, buildings or any improvements on or to the Mortgaged Property;
  - (xiv) to carry on any business now conducted or which in the opinion of the attorney is desirable at the Mortgaged Property.
- (n) The Mortgagor as beneficial owner or as trustee (as the case may be) -
- (i) assigns to the Bank all compensation moneys which may become payable to the Mortgagor for the loss of the Licence or business of the Mortgagor or otherwise in relation to the Mortgaged Property;
  - (ii) covenants with the Bank that the Mortgagor shall when directed by the Bank execute and deliver all documents necessary to enable the Bank to receive compensation moneys or otherwise deal with the compensation moneys as the Bank thinks fit.
- (o) The Bank may authorise its servants or agents to enter the Mortgaged Property at any time to remedy any default of the Mortgagor.

OTHER LICENCES

31.(a) In this clause unless a contrary intention appears -

- (i) "Licensed Premises" means the Mortgaged Property licensed or registered under the Health Act 1958 as a Private Hospital, Nursing Home, Special Accommodation Home or a Common Lodging House as the case may be.

"Licence" means any licence, registration or a permit issued under the Health Act 1958 for a Private Hospital, Nursing Home, Special Accommodation House or Common Lodging House as the case may be on the Mortgaged Property.

"Health Act 1958" means Division 2 and Division 3A of Part XII or Division 3 of Part X of the Health Act 1958.

- (ii) Where there is inconsistency between any provisions of this clause and any other provision of this mortgage (other than clause 29) the former shall prevail.

(b) Where the Mortgaged Property accommodates or proposes to accommodate a Private Hospital, Nursing Home, Special Accommodation House or Common Lodging House the Mortgagor shall -

- (i) properly conduct and develop the business of a Private Hospital, Nursing Home, Special Accommodation House or Common Lodging House as the case may be on the Mortgaged Property;
- (ii) perform and observe the provisions of the Health Act 1958 and other statutes, rules by-laws and regulations relating to the Licensed Premises;
- (iii) comply with any order or notice served on the Mortgagor or other licensed person by the Health Commission of Victoria or other authority controlling such Licensed Premises in Victoria;
- (iv) hold a current Licence for the Licensed Premises and do all things necessary to retain a current Licence;

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- (v) not sell, transfer, dispose or part with possession of the Licence unless the Bank consents in writing;
- (c) The additional powers set out in Clause 29(m) shall be included and read with the necessary changes with this clause.

LOANS TO EMPLOYEES

- 32. Where an employee of the Bank is the Mortgagor the Moneys Secured shall become due and payable when the Mortgagor ceases to be employed by the Bank.

DEFINITIONS

- 33. In this mortgage unless a contrary intention appears -

- (a) "Authorised Officer of the Bank" means the General Manager, every Deputy General Manager, the Secretary and every Manager, Deputy Manager and Assistant Manager of every branch, division and department of the Bank and any person at the time acting in any such office;
- (b) "Bank" means BANQUE NATIONALE DE PARIS a company incorporated in France and registered in Australia as a foreign company and having its registered office at 12 Castlereagh Street, Sydney, New South Wales, and its principal office in Victoria at 470 Collins Street, Melbourne, or any director of the Bank or any Authorised Officer of the Bank;
- (c) "Due Date" means the due date set out in the Schedule;
- (d) "Event of Default" means each and any of the events or circumstances referred to in clause 10 or otherwise defined in this mortgage as being an event or circumstance the happening of which renders the Moneys Secured due and payable;
- (e) "Guarantor" means any person who gives any guarantee, indemnity, bond, surety or other security to the Bank as collateral security for the obligations of the Mortgagor under this mortgage;
- (f) "Moneys Secured" means -
  - (i) any money which the Bank has advanced or may advance to the Mortgagor;
  - (ii) any money which the Bank has advanced or may advance to any person pursuant to any express or implied request by the Mortgagor or with the consent of the Mortgagor or in the Bank's discretion by reason of the Bank -
    - A issuing a letter of credit, bond, indemnity, guarantee, undertaking or other like instrument;
    - B drawing, making, accepting, indorsing or otherwise becoming a party to or liable on or discounting or collecting the proceeds of or giving value for any bill of exchange, cheque, promissory note, draft, warrant or other instrument whether negotiable or not;
    - C having performed or performing or agreeing to perform any service;
    - D providing any other banking, lending or financial accommodation;
  - (iii) the amount of any actual, contingent, conditional or future liability existing or which may arise (whether by contract or operation of law or upon a contingency which may or may not happen or otherwise) incurred by the Bank or which the Bank may hereafter incur directly or indirectly in relation to the Mortgagor or which the Bank may be or become entitled to recover from the Mortgagor or which may become payable by the Mortgagor to the Bank upon any account;

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- (iv) any money payable by the Mortgagor to the Bank under any guarantee, indemnity, covenant or undertaking given or to be given in favour of the Bank by the Mortgagor whether for the accommodation or actual, contingent, conditional or future liability of any person or otherwise;
- (v) any money expended by the Bank under any authority power or discretion given to the Bank by this mortgage or by law in relation to the Mortgaged Property including in particular all moneys properly and reasonably expended by the Bank to rectify any default by the Mortgagor or to discharge any prior or subsequent encumbrance of the Mortgaged Property and also any money which the Mortgagor is liable to pay to the Bank under any indemnity or other provisions of this mortgage;
- (vi) all stamp duty, registration fees, and other governmental or non-governmental duties taxes and imposts at any time payable (whether by the Mortgagor or the Bank) on this mortgage or any transaction entered into pursuant to this mortgage and all legal costs (on a solicitor and own client basis) and out-of-pocket expenses incurred by the Bank to negotiate, prepare, execute, implement and enforce this mortgage and any collateral deed or instrument for which the Mortgagor is or becomes liable or indebted to the Bank;
- (vii) interest on all moneys referred to in the preceding sub-clauses that remain unpaid at the rate agreed upon in writing and in default of any such agreement then without notice to the Mortgagor at such rate as the Bank determines. The interest is to be computed from the day or respective days the moneys are lent, advanced, paid, become owing or become chargeable to the Mortgagor. The Mortgagor shall also pay all other customary charges in relation to the Mortgage. Such interest shall accrue from day to day and be payable as and when demanded but until demanded be payable on the last day of March, June, September and December in every year or on such other quarter yearly days as may from time to time be fixed by the Bank. Such interest together with all such lawful and customary charges shall be turned into principal at every quarter yearly rest and thenceforth become principal and bear interest accordingly at such rate (all of which moneys are secured by this Mortgage). The interest on which interest shall become payable shall not become capitalized or added to the principal but the Bank by express entry to that effect in its books and without the necessity of giving notice to the Mortgagor may at any time capitalize and add to the principal all or any interest on which interest shall become payable. Any such accumulations by way of compound interest or addition to principal may be continued and made notwithstanding that as between the Bank and the Mortgagor the relation of banker and customer may have ceased and notwithstanding the death or bankruptcy of the Mortgagor and any thing else until all moneys secured have been paid. In interpreting these provisions moneys shall be deemed to remain unpaid by the Mortgagor notwithstanding any compromise, compounding or release made or assented to by the Bank with the Mortgagor until the Bank has received the full amount to which it would have been entitled if it had not entered into such compromise, compounding or release. The moneys deemed to have remained unpaid shall not include any sums the Bank receives under this clause.
- (g) "Month" means calendar month;
- (h) "Mortgaged Property" means the Mortgaged Property set out in the Schedule and all buildings, fences and improvements on that Mortgaged Property;
- (i) "Mortgagor" means the registered proprietor of the Mortgaged Property, or any person who receives advances and financial accommodation from the Bank which is secured by this mortgage, or both the registered proprietor of the Mortgaged Property and any such person.

INTERPRETATION

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- 34.(a) Words importing persons shall include a body corporate and vice versa. Words importing the singular shall include the plural and vice versa. Words importing one gender shall include the other gender.
- (b) Any marginal notes or headings shall not affect the interpretation of this mortgage.
- (c) This mortgage shall be governed by the law of the State of Victoria and the parties submit to the jurisdiction of the courts of Victoria including all courts of appeal.
- (d) Where two or more persons are named as "the Mortgagor" the provisions of this mortgage shall apply to and be binding upon each of them jointly and severally.
- (e) Any reference to any statute includes a reference to that statute as currently in force or as subsequently modified, amended, consolidated or re-enacted, and also includes a reference to any rules, regulations or by-laws made pursuant to that statute.
- (f) If any clause or part of a clause of this mortgage is invalid pursuant to any statute or rule of law, then such clause or part is deemed to be omitted from this mortgage without affecting the legality of the remaining clauses.
- (g) references to the Mortgagor and the Bank shall include their respective transferees assigns and successors in title, and also in the case of a Mortgagor his personal representatives and where there is more than one Mortgagor the respective executors, administrators, successors, assigns and transferees of each of the Mortgagors;

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Craig  
15 Burwood Highway  
BURWOOD 3125

Client Reference: S-6059-NK-Naeem

NO PROPOSALS. As at the 17th September 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

11 MYLIUS STREET, WOLLERT 3750  
CITY OF WHITTLESEA

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 17th September 2025

Telephone enquiries regarding content of certificate: 13 11 71

9th September 2025

Craig C/- GXS  
LANDATA

Dear Craig C/- GXS,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	11 MYLIUS STREET WOLLERT 3750
<b>Applicant</b>	Craig C/- GXS LANDATA
<b>Information Statement</b>	30971236
<b>Conveyancing Account Number</b>	7959580000
<b>Your Reference</b>	S-6059-NK-Naeem

Thank you for your recent application for a Water Information Statement (WIS). We are pleased to provide you the WIS for the above property address. This statement includes:

- Yarra Valley Water Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Rates Certificate

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address [propertyflow@yvw.com.au](mailto:propertyflow@yvw.com.au). For further information you can also refer to the Yarra Valley Water website at [www.yvw.com.au](http://www.yvw.com.au).

Yours sincerely,



Lisa Anelli  
GENERAL MANAGER  
RETAIL SERVICES

**Yarra Valley Water Property Information Statement**

Property Address	11 MYLIUS STREET WOLLERT 3750
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STATEMENT UNDER SECTION 158 WATER ACT 1989

**THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)**

Existing sewer mains will be shown on the Asset Plan.

**THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

This property is in a mandated recycled water area and we supply both potable and recycled water to this property. For more information, visit [yvw.com.au/recycled](http://yvw.com.au/recycled).

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

### **Melbourne Water Property Information Statement**

Property Address	11 MYLIUS STREET WOLLERT 3750
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STATEMENT UNDER SECTION 158 WATER ACT 1989

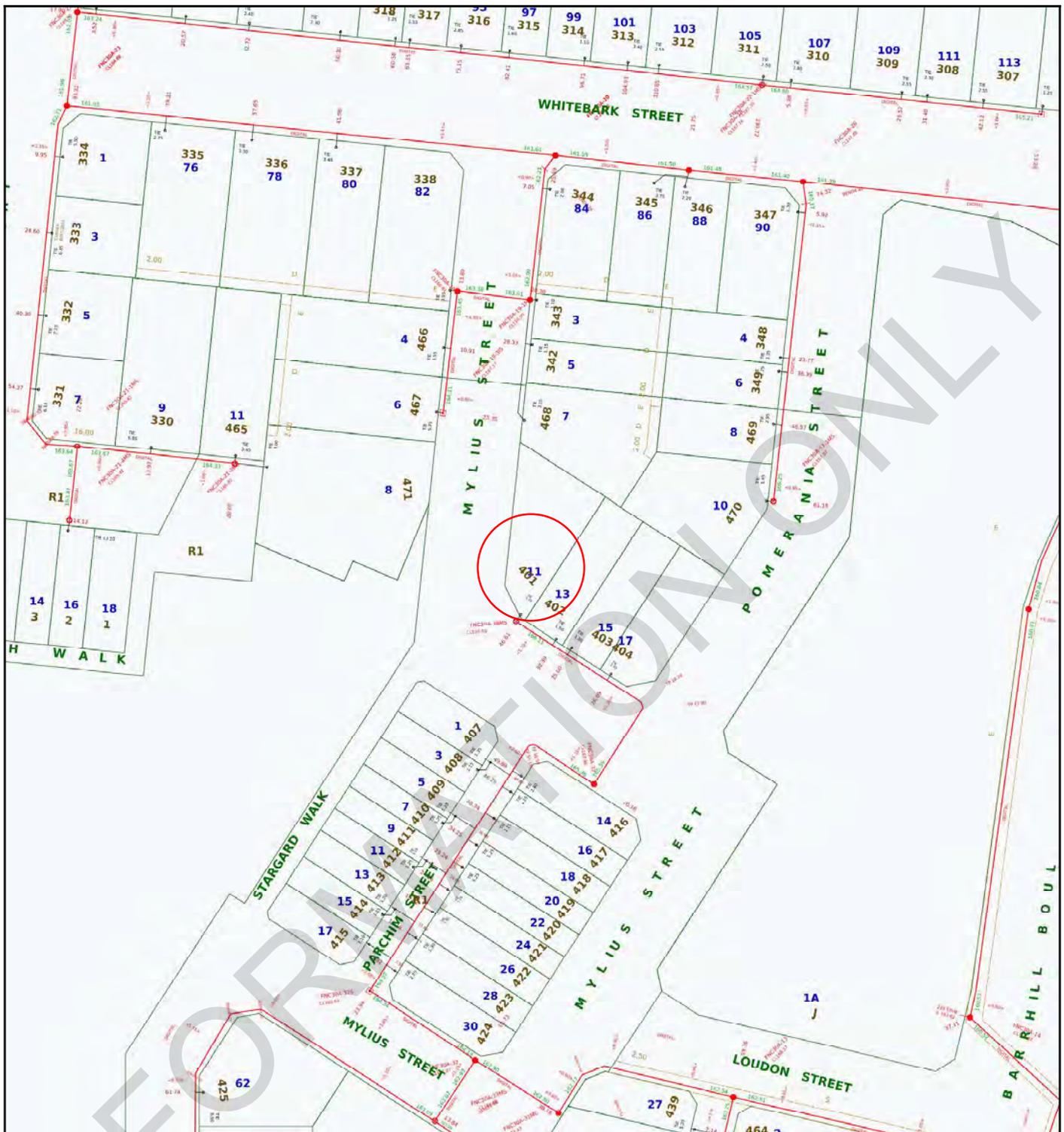
#### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

Melbourne Water provides main drainage services to this property, consistent with the standards that applied at the time the Melbourne Water drainage system was constructed. In the event of a storm exceeding the design capacity of the underground / open drain, this property could be affected by overland flows. For further information please contact Melbourne Water on 9679 7517.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

If you have any questions regarding Melbourne Water encumbrances or advisory information, please contact Melbourne Water on 9679 7517.



**Yarra Valley Water  
Information Statement  
Number: 30971236**

<b>Address</b>	11 MYLIUS STREET WOLLERT 3750
<b>Date</b>	09/09/2025
<b>Scale</b>	1:1000



**Yarra Valley Water**  
ABN 93 066 902 501



Existing Title	 Access Point Number	 GLV2-42 MW Drainage Channel Centreline	
Proposed Title	 Sewer Manhole	 MW Drainage Underground Centreline	
Easement	 Sewer Pipe Flow	 MW Drainage Manhole	
Existing Sewer	 Sewer Offset	 <1.00> MW Drainage Natural Waterway	
Abandoned Sewer	 Sewer Branch		

**Disclaimer:** This information is supplied on the basis Yarra Valley Water Ltd:  
 - Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets;  
 - Does not accept any liability for loss or damage of any nature, suffered or incurred by the recipient or any other persons relying on this information;  
 - Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly;



YARRA VALLEY WATER  
ABN 93 066 902 501

Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au  
yvw.com.au

Craig C/- GXS  
LANDATA  
certificates@landata.vic.gov.au

### RATES CERTIFICATE

**Account No:** 8187438488  
**Rate Certificate No:** 30971236

**Date of Issue:** 09/09/2025  
**Your Ref:** S-6059-NK-Naem

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
11 MYLIUS ST, WOLLERT VIC 3750	401\PS832939	5312125	Residential

Agreement Type	Period	Charges	Outstanding
Parks Fee	01-07-2025 to 30-09-2025	\$22.63	\$22.63
Drainage Fee	01-07-2025 to 30-09-2025	\$31.51	\$31.51

Other Charges:	
Interest	No interest applicable at this time
	No further charges applicable to this property
	<b>Balance Brought Forward</b> \$50.18
	<b>Total for This Property</b> \$104.32

GENERAL MANAGER  
RETAIL SERVICES

**Note:**

- From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
- From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
- This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
- All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
- If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
- Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an

agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.

7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.

8. From 01/07/2025, Residential Water Usage is billed using the following step pricing system: 266.61 cents per kilolitre for the first 44 kilolitres; 340.78 cents per kilolitre for 44-88 kilolitres and 504.86 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.

9. From 01/07/2025, Residential Water and Sewer Usage is billed using the following step pricing system: 357.24 cents per kilolitre for the first 44 kilolitres; 468.71 cents per kilolitre for 44-88 kilolitres and 544.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.

10. From 01/07/2025, Residential Recycled Water Usage is billed 196.81 cents per kilolitre.

11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.

12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

INFORMATION ONLY



YARRA VALLEY WATER  
ABN 93 066 902 501

Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au  
yvw.com.au

**To ensure you accurately adjust the settlement amount, we strongly recommend you book a Special Meter Reading:**

- Special Meter Readings ensure that actual water use is adjusted for at settlement.
- Without a Special Meter Reading, there is a risk your client's settlement adjustment may not be correct.

**Property No:** 5312125

**Address:** 11 MYLIUS ST, WOLLERT VIC 3750

**Water Information Statement Number:** 30971236

#### HOW TO PAY



Bill Code: 314567  
Ref: 81874384882

Amount  
Paid

Date  
Paid

Receipt  
Number

# Property Clearance Certificate

## Land Tax



CRAIG

<b>Your Reference:</b>	LD:78038211-015-2.S-6059-NI
<b>Certificate No:</b>	93140875
<b>Issue Date:</b>	09 SEP 2025
<b>Enquiries:</b>	ESYSPROD

**Land Address:** 11 MYLIUS STREET WOLLERT VIC 3750

Land Id	Lot	Plan	Volume	Folio	Tax Payable
50975299			12570	151	\$1,470.00

**Vendor:** MUHAMMAD ASAD NAEEM  
**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total	
MR MUHAMMAD ASAD NAEEM	2025	\$340,000	\$1,470.00	\$0.00	\$1,470.00

**Comments:**

Current Vacant Residential Land Tax	Year Taxable Value (CIV)	Tax Liability	Penalty/Interest	Total
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**Comments:**

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

  
**Paul Broderick**  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$340,000
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SITE VALUE (SV):	\$340,000
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<b>CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:</b>	<b>\$1,470.00</b>
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# Notes to Certificate - Land Tax

Certificate No: 93140875

## Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

## Amount shown on Certificate

2. The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:
  - Land tax that has been assessed but is not yet due,
  - Land tax for the current tax year that has not yet been assessed, and
  - Any other information that the Commissioner sees fit to include, such as the amount of land tax applicable to the land on a single holding basis and other debts with respect to the property payable to the Commissioner.

## Land tax is a first charge on land

3. Unpaid land tax (including Vacant Residential Land Tax, interest and penalty tax) is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any such unpaid land tax.

## Information for the purchaser

4. Pursuant to section 96 of the *Land Tax Act 2005*, if a purchaser of the land described in the Certificate has applied for and obtained a certificate, the amount recoverable from the purchaser by the Commissioner cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge and Vacant Residential Land Tax Charge" overleaf. A purchaser cannot rely on a Certificate obtained by the vendor.

## Information for the vendor

5. Despite the issue of a Certificate, the Commissioner may recover a land tax liability from a vendor, including any amount identified on this Certificate.

## Apportioning or passing on land tax to a purchaser

6. A vendor is prohibited from apportioning or passing on land tax including vacant residential land tax, interest and penalty tax to a purchaser under a contract of sale of land entered into on or after 1 January 2024, where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

## General information

7. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
8. An updated Certificate may be requested free of charge via our website, if:
  - The request is within 90 days of the original Certificate's issue date, and
  - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$1,470.00

Taxable Value = \$340,000

Calculated as \$1,350 plus ( \$340,000 - \$300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$3,400.00

Taxable Value = \$340,000

Calculated as \$340,000 multiplied by 1.000%.

## Land Tax - Payment Options

### BPAY



Billers Code: 5249  
Ref: 93140875

### Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

[www.bpay.com.au](http://www.bpay.com.au)

### CARD



Ref: 93140875

### Visa or Mastercard

Pay via our website or phone 13 21 61.  
A card payment fee applies.

[sro.vic.gov.au/paylandtax](http://sro.vic.gov.au/paylandtax)

# Property Clearance Certificate

## Commercial and Industrial Property Tax



CRAIG

<b>Your Reference:</b>	LD:78038211-015-2.S-6059-NK-Na
<b>Certificate No:</b>	93140875
<b>Issue Date:</b>	09 SEP 2025
<b>Enquires:</b>	ESYSPROD

<b>Land Address:</b>	11 MYLIUS STREET WOLLERT VIC 3750				
<b>Land Id</b>	<b>Lot</b>	<b>Plan</b>	<b>Volume</b>	<b>Folio</b>	<b>Tax Payable</b>
50975299			12570	151	\$0.00
<b>AVPCC</b>	<b>Date of entry into reform</b>	<b>Entry interest</b>	<b>Date land becomes CIPT taxable land</b>	<b>Comment</b>	
100	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

This certificate is subject to the notes found on the reverse of this page. The applicant should read these notes carefully.

**Paul Broderick**  
Commissioner of State Revenue

<b>CAPITAL IMPROVED VALUE:</b>	\$340,000
<b>SITE VALUE:</b>	\$340,000
<b>CURRENT CIPT CHARGE:</b>	\$0.00