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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.

REGISTER SEARCH STATEMENT (Title Search) Transfer of Land Act 1958

VOLUME 12445 FOLIO 096

Security no : 124119944890X
Produced 18/11/2024 08:47 PM

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 800456U.
PARENT TITLE Volume 07496 Folio 101
Created by instrument PS800456U 22/12/2022

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors

ENCUMBRANCES, CAVEATS AND NOTICES

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

AGREEMENT Section 173 Planning and Environment Act 1987
AW156241S 13/10/2022

DIAGRAM LOCATION

SEE PS800456U FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS800456U

DOCUMENT END

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Document Type	Plan
Document Identification	PS800456U
Number of Pages (excluding this cover sheet)	3
Document Assembled	18/11/2024 20:48

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PLAN OF SUBDIVISION		LV USE ONLY EDITION	PLAN NUMBER PS 800456U
LOCATION OF LAND Parish: DANDENONG Township: - Section: - Crown Allotment: - Crown Portion: 18 (PART) Title Reference: VOL 7496 FOL 101 Last Plan Reference: LOT 4 ON LP 20358 Postal Address: 26 GLADSTONE ROAD, (at time of subdivision) DANDENONG 3175 MGA94 Co-ordinates: E 342 260 Zone: 55 (of approx. centre of land in plan) N 5 795 775		Council Name: City of Greater Dandenong Council Reference Number: PSUB16/0070 Planning Permit Reference: PLN16/0282 SPEAR Reference Number: S084305T Certification This plan is certified under section 6 of the Subdivision Act 1988 Statement of Compliance This is a statement of compliance issued under section 21 of the Subdivision Act 1988 Public Open Space A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has not been made Digitally signed by: Richard Stevenson for City of Greater Dandenong on 11/11/2022	
VESTING OF ROADS AND / OR RESERVES		NOTATIONS	
IDENTIFIER	COUNCIL / BODY / PERSON		
NIL	NIL		
NOTATIONS			
THIS IS A SPEAR PLAN. Depth Limitation: DOES NOT APPLY Staging: This is not a staged subdivision. Planning Permit No. PLN16/0282 OWNERS CORPORATION NOTATION LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT & LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES. Survey: This plan is based on survey. This survey has been connected to permanent marks no(s) 454 In proclaimed Survey Area No. 45			
EASEMENT INFORMATION			
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)			
SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL LAND IN THIS PLAN.			
Easement Reference	Purpose	Width (Metres)	Origin
			Land Benefited / In Favour Of
Nilsson, Noel & Holmes (Surveyors) Pty. Ltd. A.C.N. 067 949 615 Surveyors, Engineers & Town Planners 8A Codrington Street, Cranbourne 3977 Phone (03) 5996 4133 Email: mail@nnhsurveyors.net.au		REF: 6173 DWG No. 6173S 25/07/2018  Digitally signed by: Grant Thomas Napper, Licensed Surveyor, Surveyor's Plan Version (2), 26/07/2018, SPEAR Ref: S084305T	ORIGINAL SHEET SIZE: A3 Sheet 1 of 2 sheets PLAN REGISTERED TIME: 11:27 AM DATE: 22/12/2022 R.D. Assistant Registrar of Titles

PLAN OF SUBDIVISION

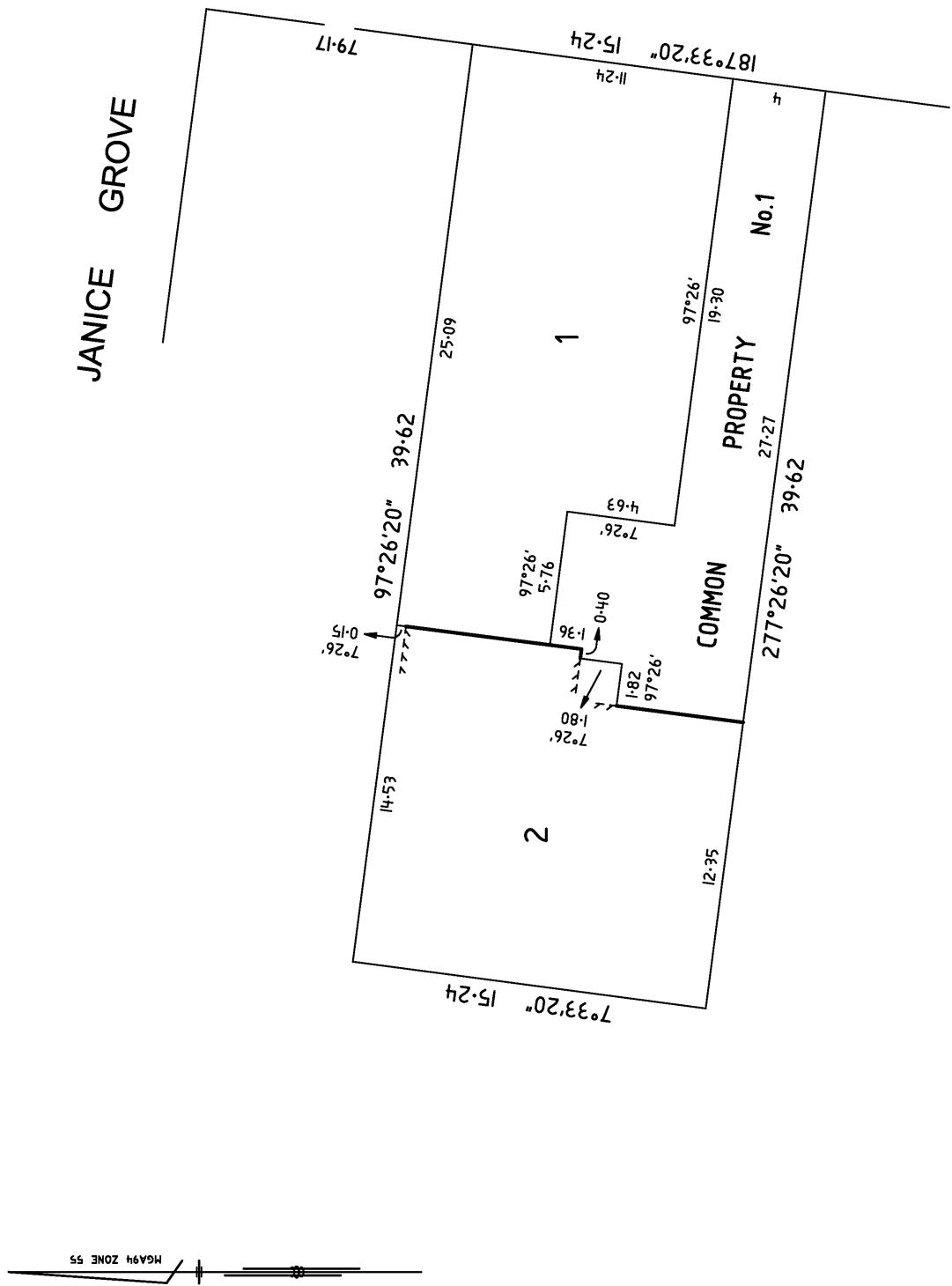
PLAN NUMBER
PS 800456U

JANICE GROVE

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ROAD

GLADSTONE



Nilsson, Noel & Holmes (Surveyors) Pty. Ltd.
A.C.N. 067 949 615

Surveyors, Engineers & Town Planners
8A Codrington Street, Cranbourne 3977
Phone (03) 5996 4133 Email: mail@mhsurveyors.net.au

ENCLOSURE ARE IN METRES

REF: 6173	DWG No. 6173S	25/07/2018	ORIGINAL SHEET SIZE: A3	SHEET 2
Digitally signed by: Grant Thomas Napper, Licensed Surveyor, Surveyor's Plan Version (2), 26/07/2018, SPEAR Ref: S084305T	Digitally signed by: City of Greater Dandenong, 11/11/2022, SPEAR Ref: SU84305T			

OWNERS CORPORATION SCHEDULE					PLAN NUMBER PS 800456U			
Owners Corporation 1					Plan No. PS 800456U			
Land affected by Owners Corporation: LOTS 1, 2 AND COMMON PROPERTY No.1								
Limitations of Owners Corporation: UNLIMITED								
Notations:								
LOT ENTITLEMENT AND LOT LIABILITY								
Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
1	100	100						
2	100	100						
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TOTAL	200	200						
Nilsson, Noel & Holmes (Surveyors) Pty. Ltd. A.C.N. 067 949 615 Surveyors, Engineers & Town Planners 8A Codrington Street, Cranbourne 3977 Phone (03) 5996 4133 Email: mail@nnhsurveyors.net.au			REF: 6173 DWG No. 6173S 25/07/2018			ORIGINAL SHEET SIZE: A3	Sheet 1 of 1 sheets	
			Digitally signed by: Grant Thomas Napper, Licensed Surveyor, Surveyor's Plan Version (2), 26/07/2018, SPEAR Ref: S084305T			Digitally signed by: City of Greater Dandenong, 11/11/2022, SPEAR Ref: S084305T		



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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Produced 18/11/2024 08:48:20 PM

Status	Registered	Dealing Number	AW156241S
Date and Time Lodged	13/10/2022 11:08:29 AM		

Lodger Details

Lodger Code	17223H
Name	MADDOCKS
Address	
Lodger Box	
Phone	
Email	
Reference	MYM:S173LC 8137944

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APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
--------------	----------

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

7496/101

Instrument and/or legislation

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

Applicant(s)

Name	GREATER DANDELONG CITY COUNCIL
Address	
Property Name	MUNICIPAL OFFICE AND LIBRARY
Street Number	225
Street Name	LONSDALE
Street Type	STREET
Locality	DANDELONG
State	VIC
Postcode	3175



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Additional Details

Refer Image Instrument

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

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	GREATER DANDELONG CITY COUNCIL
Signer Name	REBEKAH PARIKH
Signer Organisation	PARTNERS OF MADDOCKS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	13 OCTOBER 2022

File Notes:

NIL

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

Statement End.

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www.maddocks.com.au
DX 259 Melbourne

Agreement under section 173 of the Planning and Environment Act 1987

Subject Land: 26 Gladstone Road, Dandenong Victoria 3175

Greater Dandenong City Council
and

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Agreement under section 173 of the Planning and Environment Act 1987

Dated 6/10/2022

Parties

Name	Greater Dandenong City Council
Address	225 Lonsdale Street, Dandenong, Victoria 3175
Short name	Council
Name	
Address	26 Gladstone Road, Dandenong Victoria 3175
Short name	Owner
Name	
Address	26 Gladstone Road, Dandenong Victoria 3175
Short name	Owner

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 3 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.

Consent Fee means a fee payable by the Owner to Council for deciding whether to give consent for anything this Agreement provides must not be done without Council's consent, and which is payable at the rate of:

- (a) \$325.80 if paid within 12 months from the date that this Agreement commences; or
- (b) \$325.80 plus Indexation if paid at any time after 12 months from the date that this Agreement commences.

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.

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, council@cgd.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.

Development Permit means planning permit no. PLN15/0037, as amended from time to time, issued on 23 September 2015, authorising the development of the Subject Land for two dwellings, comprising one double storey dwelling and one single storey dwelling in accordance with plans endorsed by Council.

Indexation means an annual adjustment to the Consent Fee carried out in accordance with CPI.

Lot means a lot created by a subdivision of the Subject Land whether in accordance with the Planning Permit or otherwise.

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

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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.

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. PLN16/0282, as amended from time to time, issued on 10 May 2016, authorising the subdivision of the Subject Land in accordance with plans endorsed by Council.

Planning Scheme means the Greater Dandenong Planning Scheme and any other planning scheme that applies to the Subject Land.

Subject Land means the land situated at 26 Gladstone Road, Dandenong Victoria 3175 being the land referred to in certificate of title volume 7496 folio 101 and any reference to the Subject Land includes any lot created by the subdivision of the Subject Land or any part of it.

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 and the Development Permit; and

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- 3.2 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

4. Reasons for Agreement

The Parties acknowledge and agree that Council 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 unless Council confirms in writing that it is no longer required.

6. Owner's specific obligations

6.1 Compliance with the Development Permit

Except with Council's prior written consent, the Owner:

- 6.1.1 may only develop the Subject Land in accordance with the Development Permit and the conditions of the Development Permit; and
- 6.1.2 must not, upon completing the development in accordance with the Development Permit, alter or extend or otherwise change the development.

6.2 Expiry of the Development Permit

The Owner's obligations under clause 6.1 continue to apply:

- 6.2.1 regardless of any right conferred by the Planning Scheme;
- 6.2.2 regardless of any subdivision of the Subject Land; and
- 6.2.3 even if the Development Permit expires, is cancelled or otherwise ceases to operate.

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.

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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 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.

7.3 Fees

The Owner must pay any Consent Fee to Council within 14 days after a written request for payment.

7.4 Council's costs to be paid

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

- 7.4.1 preparing, drafting, finalising, signing, recording and enforcing this Agreement;
- 7.4.2 preparing, drafting, finalising and recording any amendment to this Agreement; and
- 7.4.3 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.

7.5 Time for giving consent

If Council makes a request for payment of any Consent Fee under clause 7.3, the Parties agree that Council will not decide whether to grant the consent sought until payment has been made to Council in accordance with the request.

7.6 Interest for overdue money

- 7.6.1 The Owner must pay to Council interest in accordance with s 227A of the *Local Government Act 1989* on any amount due under this Agreement that is not paid by the due date.
- 7.6.2 If interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.

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.

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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;
- 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.



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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 the Planning Permit was issued.

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Signing Page

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

Executed on behalf of the Greater Dandenong City)
Council under instrument of Delegation dated 24)
August 2020 in the presence of:)
)

— Deed Signed by:

.....
Signature of Delegate
6B0BA434CDC9454

— Deed Signed by:

.....
Signature of Witness
09EAE3250CAF407

.....
Full name (print)

.....
Full name (print)

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

Signed sealed and delivered by .
presence of:

.....
n the)
)
)
.....
Sign

.....
Signature of witness

.....
Print full name of witness

Signed sealed and delivered by
presence of:

.....
in the)
)
)
.....

.....
Signature of witness

.....
Print full name of witness

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Mortgagee's Consent

Westpac Banking Corporation as Mortgagee under instrument of mortgage no. AK062482V 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.

.....
Westpac Banking Corporation
ABN 33 007 457 141 the
Mortgagee under Mortgage

No AK062482V HEREBY
CONSENTS to the within
dated this 17th day of August 2022
Westpac Banking Corporation
By Its Attorney.

Evelyne Collyns
Tier Three Attorney
The Mortgage Centre

.....
General Power of Attorney dated
17 January 2001 filed to the
Permanent Order Book No. 277
at page 016
in the presence of

.....
Signature of Witness

ANGELA MARIA DAW
Name of Witness (BLOCK LETTERS)

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