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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

Delivered from the LANDATA® System by Landchecker Pty Ltd

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

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<h1>PLAN OF SUBDIVISION</h1>			LV USE ONLY <b>EDITION</b>	PLAN NUMBER <b>PS 800456U</b>
<p style="text-align: center;"><b>LOCATION OF LAND</b></p> <p>Parish: DANDENONG</p> <p>Township: -</p> <p>Section: -</p> <p>Crown Allotment: -</p> <p>Crown Portion: 18 (PART)</p> <p>Title Reference: VOL 7496 FOL 101</p> <p>Last Plan Reference: LOT 4 ON LP 20358</p> <p>Postal Address: 26 GLADSTONE ROAD, (at time of subdivision) DANDENONG 3175</p> <p>MGA94 Co-ordinates: E 342 260 Zone: 55 (of approx. centre of land in plan) N 5 795 775</p>			<p>Council Name: City of Greater Dandenong</p> <p>Council Reference Number: PSUB16/0070 Planning Permit Reference: PLN16/0282 SPEAR Reference Number: S084305T</p> <p><b>Certification</b></p> <p>This plan is certified under section 6 of the Subdivision Act 1988</p> <p><b>Statement of Compliance</b></p> <p>This is a statement of compliance issued under section 21 of the Subdivision Act 1988</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has not been made</p> <p>Digitally signed by: Richard Stevenson for City of Greater Dandenong on 11/11/2022</p>	
<b>VESTING OF ROADS AND / OR RESERVES</b>			<b>NOTATIONS</b>	
IDENTIFIER	COUNCIL / BODY / PERSON		<p>Boundaries shown by continuous thick lines are defined by buildings.</p> <p>Location of boundaries defined by buildings.</p> <p>Exterior Face: ALL BOUNDARIES</p> <div style="border: 2px solid red; padding: 10px; margin-top: 10px; color: red;"> <p>This document has been copied and made available for the purpose of the planning process as set out in the Planning and Environment Act 1987. The information must not be used for any other purpose. By taking a copy of this document you acknowledge and agree that you will only use the document for the purpose specified above and that any dissemination, distribution or copying of this document is strictly prohibited.</p> </div>	
NIL	NIL			
<b>NOTATIONS</b>				
<p>THIS IS A SPEAR PLAN.</p> <p>Depth Limitation: DOES NOT APPLY</p> <p>Staging: This is not a staged subdivision. Planning Permit No. PLN16/0282</p> <p><b>OWNERS CORPORATION NOTATION</b></p> <p>LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS.</p> <p>FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT &amp; LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES.</p> <p>Survey: This plan is based on survey.</p> <p>This survey has been connected to permanent marks no(s) 454</p> <p>In proclaimed Survey Area No. 45</p>				
<b>EASEMENT INFORMATION</b>				
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
<p><b>Nilsson, Noel &amp; Holmes (Surveyors) Pty. Ltd.</b></p> <p>A.C.N. 067 949 615</p> <p>Surveyors, Engineers &amp; Town Planners</p> <p>8A Codrington Street, Cranbourne 3977</p> <p>Phone (03) 5996 4133 Email: mail@nnhsurveyors.net.au</p> 			<p>REF: <b>6173</b> DWG No. <b>6173S</b> 25/07/2018</p> <p>Digitally signed by: Grant Thomas Napper, Licensed Surveyor, Surveyor's Plan Version (2), 26/07/2018, SPEAR Ref: S084305T</p>	
			ORIGINAL SHEET SIZE: A3	Sheet 1 of 2 sheets
			<p>PLAN REGISTERED</p> <p>TIME: 11:27 AM DATE: 22/12/2022</p> <p>R.D.</p> <p>Assistant Registrar of Titles</p>	



## 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						
<p style="color: red; text-align: center;">This document has been copied and made available for the purpose of the planning process as set out in the Planning and Environment Act 1987. The information must not be used for any other purpose. By taking a copy of this document you acknowledge and agree that you will only use the document for the purpose specified above and that any dissemination, distribution or copying of this document is strictly prohibited.</p>								
TOTAL	200	200						

Nilsson, Noel &amp; 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 1 sheets

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 DANDENONG CITY COUNCIL
Address	
Property Name	MUNICIPAL OFFICE AND LIBRARY
Street Number	225
Street Name	LONSDALE
Street Type	STREET
Locality	DANDENONG
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 DANDENONG 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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## Maddocks

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Melbourne VIC 3008  
Australia

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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: 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	<b>Greater Dandenong City Council</b>
Address	225 Lonsdale Street, Dandenong, Victoria 3175
Short name	<b>Council</b>

Name	
Address	26 Gladstone Road, Dandenong Victoria 3175
Short name	<b>Owner</b>

Name	
Address	26 Gladstone Road, Dandenong Victoria 3175
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 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: )  
)

DocuSigned by:

DocuSigned by:

Signature of Delegate  
6B9BA434CDC9454...

Signature of Witness  
09E4E3250CAF407...

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 , n the )  
presence of: )  
)

Sign

Signature of witness

Print full name of witness

**Signed sealed and delivered** by in the )  
presence of: )  
)

Signature of witness

Print full name of witness

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|||||

Maddocks

### 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 Collins  
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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