

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

Page 1 of 2

VOLUME 10477 FOLIO 235

Security no : 124129102796B  
Produced 17/10/2025 03:17 PM

### LAND DESCRIPTION

Lot 110 on Plan of Subdivision 422773N.  
PARENT TITLE Volume 10186 Folio 320  
Created by instrument PS422773N Stage 4 03/11/1999

### REGISTERED PROPRIETOR

Estate Fee Simple  
Joint Proprietors  
JONATHAN LEIGH DUGDALE  
ANNE-BENEDICTE LORRAINE LORUT both of 16 PARK DRIVE MARIBYRNONG VIC 3032  
AZ036199H 08/04/2025

### ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AZ036200C 08/04/2025  
WESTPAC BANKING CORPORATION

COVENANT W521462E 13/01/2000

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  
W304594S 22/09/1999

AGREEMENT Section 173 PLANNING AND ENVIRONMENT ACT 1987  
W304595P 22/09/1999

AGREEMENT Section 173 PLANNING AND ENVIRONMENT ACT 1987  
W304596L 22/09/1999

### DIAGRAM LOCATION

SEE PS422773N 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)

Street Address: 16 PARK DRIVE MARIBYRNONG VIC 3032

### ADMINISTRATIVE NOTICES

NIL

eCT Control 16977H ST GEORGE BANK

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

Page 2 of 2

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Effective from 08/04/2025

DOCUMENT END



# Department of Environment, Land, Water & Planning

## Electronic Instrument Statement

Mortgage Form version 1.5

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Status	Registered	Dealing Number	AZ036200C
Date and Time Lodged	08/04/2025 03:24:19 PM		

### Lodger Details

Lodger Code	16977H
Name	ST GEORGE BANK
Address	
Lodger Box	
Phone	
Email	
Reference	PBSG SUB229020241788

## MORTGAGE

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

### Privacy Collection Statement

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### Estate and/or Interest being mortgaged

FEE SIMPLE

### Land Title Reference

10477/235

### Mortgagor

Given Name(s)	ANNE-BENEDICTE LORRAINE
Family Name	LORUT
Given Name(s)	JONATHAN LEIGH
Family Name	DUGDALE

### Mortgagee

Name	WESTPAC BANKING CORPORATION
ACN	007457141
Australian Credit Licence	233714
Address	
Floor Type	LEVEL
Floor Number	4



# Department of Environment, Land, Water & Planning

## Electronic Instrument Statement

Mortgage Form version 1.5

Street Number	4
Street Name	MONTGOMERY
Street Type	STREET
Locality	KOGARAH
State	NSW
Postcode	2217

The mortgagor mortgages the estate and/or interest in land specified in this mortgage to the mortgagee as security for the debt or liability described in the terms and conditions set out or referred to in this mortgage, and covenants with the mortgagee to comply with those terms and conditions.

### Terms and Conditions of this Mortgage

(a) Document Reference	AA6054
(b) Additional terms and conditions	NIL

### Mortgagee Execution

1. The Certifier has retained the evidence supporting this Registry Instrument or Document.
2. 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.
3. The Certifier, or the Certifier is reasonably satisfied that the mortgagee it represents,:
  - (a) has taken reasonable steps to verify the identity of the mortgagor or his, her or its administrator or attorney; and
  - (b) holds a mortgage granted by the mortgagor on the same terms as this Registry Instrument or Document.

Executed on behalf of	WESTPAC BANKING CORPORATION
Signer Name	MARY MAY HORTON
Signer Organisation	ST GEORGE BANK
Signer Role	AUTHORISED SIGNATORY
Execution Date	02 APRIL 2025

### File Notes:

NIL

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

Statement End.

# Imaged Document Cover Sheet

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Document Type	<b>Plan</b>
Document Identification	<b>PS422773N</b>
Number of Pages (excluding this cover sheet)	<b>13</b>
Document Assembled	<b>17/10/2025 15:17</b>

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<b>PLAN OF SUBDIVISION</b>		STAGE NO.	LTO use only <b>EDITION 3</b>	Plan Number <b>PS 422773 N</b>
<b>Location of Land</b> Parish: CUT PAW PAW  Township: --- Section: 20A Crown Allotment : 4 (PART) Crown Portion: ---  LTO Base Record: CHART 110 (2478) Title Reference: VOL. 10186 FOL. 320  Last Plan Reference: S 9970 Postal Address: CHICAGO STREET, (at time of subdivision) MARIBYRNONG 3032  AMG Co-ordinates E 313 660 ZONE: 55 (of approx centre of land in plan) N 5 818 020		<b>Council Certificate and Endorsement</b> Council Name: <i>CITY OF MARIBYRNONG</i> Ref: <i>SUB 98/103</i> 1 This plan is certified under section 6 of the Subdivision Act 1988 2 <del>This plan is certified under section 11(7) of the Subdivision Act 1988.</del> <del>Date of original certification under section 6</del> / / 3 <del>This is a statement of compliance issued under section 11(7) of the Subdivision Act 1988.</del> <b>OPEN SPACE</b> (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has <del>has not</del> been made (ii) <del>The requirement has been satisfied</del> (iii) <del>The requirement is to be satisfied in Stage</del> ..  Council Delegate Council Seal  Date <i>22 / 9 / 99</i>  Re-certified under section 11(7) of the Subdivision Act 1988.  Council Delegate Council Seal  Date / /		
<b>Vesting of Roads and / or Reserves</b>				
Identifier	Council/Body/Person			
ROADS R1 R2,R3,R4 & R5  RESERVE No.1 No.2,No.3 & No.4	MARIBYRNONG CITY COUNCIL  MARIBYRNONG CITY COUNCIL			
<div style="border: 1px solid black; height: 150px; width: 100%;"></div>		<b>Notations</b> <b>Staging</b> This is <del>is not</del> a staged subdivision Planning Permit No.  <b>Depth Limitation</b>  DOES NOT APPLY  THE EASEMENTS FOR DRAINAGE & SEWERAGE PURPOSES RESERVED BY TRANSFER S911369Y AFFECTING CERTIFICATE OF TITLE VOL. 10186 FOL. 320 ARE TO BE REMOVED AS A CONDITION ON PLANNING PERMIT No. SUB 98/55 AS ISSUED BY THE MARIBYRNONG CITY COUNCIL.  <b>Survey</b> This plan is <del>is not</del> based on survey This survey has been connected to permanent marks no(s). in Proclaimed Survey Area No.		
<b>Easement Information</b>				
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
	SEE		SHEET	2
				LTO use only
				Statement of Compliance/ Exemption Statement  Received <input checked="" type="checkbox"/>  Date <i>22 / 10 / 99</i>
				THIS IS AN L.T.O. COMPILED PLAN  CHECKED <i>14/12/99</i> <i>GJ Newman</i> Assistant Registrar of Titles
				Sheet 1 of 13 Sheets
<b>john chivers</b> <b>&amp; ASSOCIATES</b> Surveyors - Engineers - Planners 2 John Street Lilydale 3140 Tel: (03) 9735 4888 Fax: (03) 9735 1473 Email : jca@jchivers.com.au			LICENSED SURVEYOR (PRINT) JOHN EDWIN CHIVERS  SIGNATURE  DATE <i>18 / 12 / 98</i>  REF 5913 (1) VERSION 02	
			DATE <i>22 / 9 / 99</i>  COUNCIL DELEGATE SIGNATURE Original sheet size A3	

# PLAN OF SUBDIVISION

STAGE NO.

LTO use only

Plan Number

EDITION

PS 422773 N

## Easement Information

Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE	SEE DIA	THIS PLAN	LOTS ON PS 422773 N MARIBYRNONG CITY COUNCIL
E-1	SEWERAGE	SEE DIA	THIS PLAN	LOTS ON PS 422773 N CITY WEST WATER
E-2	SEWERAGE	SEE DIA	C/E W.266407C	MELBOURNE WATER
E-3	DRAINAGE	SEE DIA	THIS PLAN	LOTS ON PS 422773 N MARIBYRNONG CITY COUNCIL
E-3	SEWERAGE	SEE DIA	THIS PLAN	LOTS ON 422773 N AND CITY WEST WATER
E-3	SEWERAGE	SEE DIA	C/E W266407C	MELBOURNE WATER
E-4	ELECTRICITY SUPPLY	SEE DIA	THIS PLAN	AUSTRALIAN GAS & LIGHT
E-5	DRAINAGE	SEE DIA	THIS PLAN	LOTS ON PS 422773 N MARIBYRNONG CITY COUNCIL
E-5	SEWERAGE	SEE DIA	THIS PLAN	LOTS ON PS 422773 N CITY WEST WATER
E-5	ELECTRICITY SUPPLY	SEE DIA	THIS PLAN	AUSTRALIAN GAS & LIGHT
R-1	WAY, DRAINAGE, SEWERAGE, GAS, ELECTRICITY, TELEPHONE, WATER SUPPLY AND DATA TRANSMISSION.	SEE DIA	THIS PLAN	LOTS ON PS 422773 N MARIBYRNONG CITY COUNCIL AND CITY WEST WATER
R-2	WAY, DRAINAGE, SEWERAGE, GAS, ELECTRICITY, TELEPHONE, WATER & DATA TRANSMISSION	SEE DIA	THIS PLAN	LOTS ON PS 422773 N MARIBYRNONG CITY COUNCIL AND CITY WEST WATER
R-3	WAY, DRAINAGE, SEWERAGE, GAS, ELECTRICITY, TELEPHONE, WATER & DATA TRANSMISSION	SEE DIA	THIS PLAN	LOTS ON PS 422773 N MARIBYRNONG CITY COUNCIL AND CITY WEST WATER
R-4	WAY, DRAINAGE, SEWERAGE, GAS, ELECTRICITY, TELEPHONE, WATER & DATA TRANSMISSION	SEE DIA	THIS PLAN	LOTS ON PS 422773 N MARIBYRNONG CITY COUNCIL AND CITY WEST WATER
R-5	WAY, DRAINAGE, SEWERAGE, GAS, ELECTRICITY, TELEPHONE, WATER & DATA TRANSMISSION.	SEE DIA	THIS PLAN	LOTS ON THIS PLAN MARIBYRNONG CITY COUNCIL AND CITY WEST WATER
E-6	DRAINAGE	SEE DIA.	THIS PLAN	MELBOURNE WATER
E-7	DRAINAGE	SEE DIA.	THIS PLAN	MELBOURNE WATER
E-7	DRAINAGE	SEE DIA.	THIS PLAN	MARIBYRNONG CITY COUNCIL
E-8	PARTY WALL	0.10m	X 770251 P	LOT 103
E-9	PARTY WALL	0.10m	X 770252 L	LOT 102

LTO use only

Statement of Compliance/  
Exemption StatementReceived ☐

Date / /

LTO use only

PLAN REGISTERED

Time

Date / /

Assistant Registrar of Titles

Sheet 2 of 13 Sheet

**john chivers**  
& ASSOCIATES

Surveyors - Engineers - Planners  
2 John Street Lilydale 3140  
Tel: (03) 9735 4888 Fax: (03) 9735 1473  
Email : jca@jchivers.com.au

LICENSED SURVEYOR  
(PRINT)

JOHN EDWIN CHIVERS

SIGNATURE

DATE / /

DATE / /

COUNCIL DELEGATE SIGNATURE

REF 5913

VERSION 01

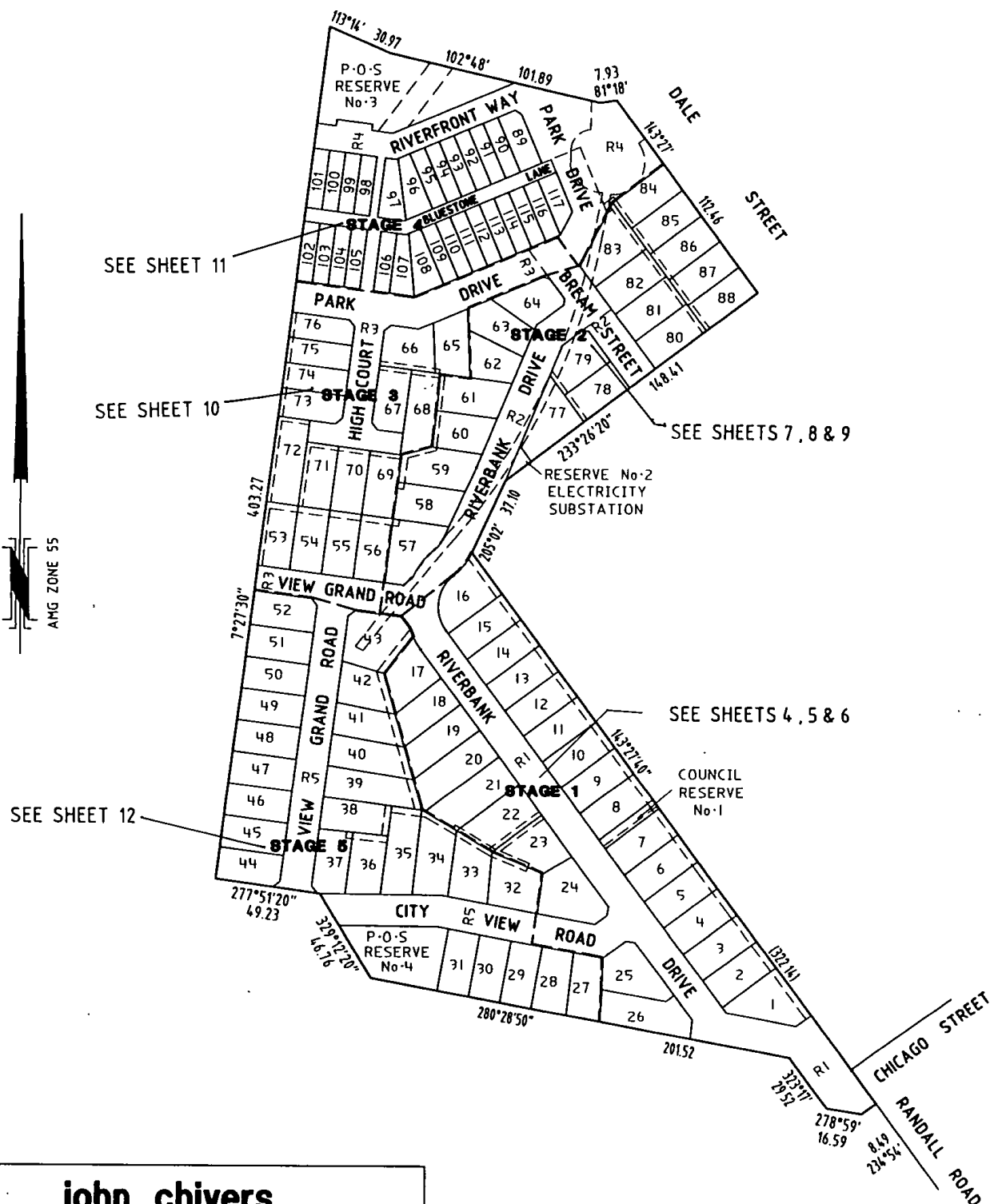
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# PLAN OF SUBDIVISION

STAGE NO.

Plan Number

**PS 422773N**



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Sheet 3 of 12 Sheets

LICENSED SURVEYOR : JOHN EDWIN CHIVERS

Signature ..... Date / /

REF. 5913

VERSION

11/11/99  
MH

Date / /

Council Delegate Signature

Original sheet size A3

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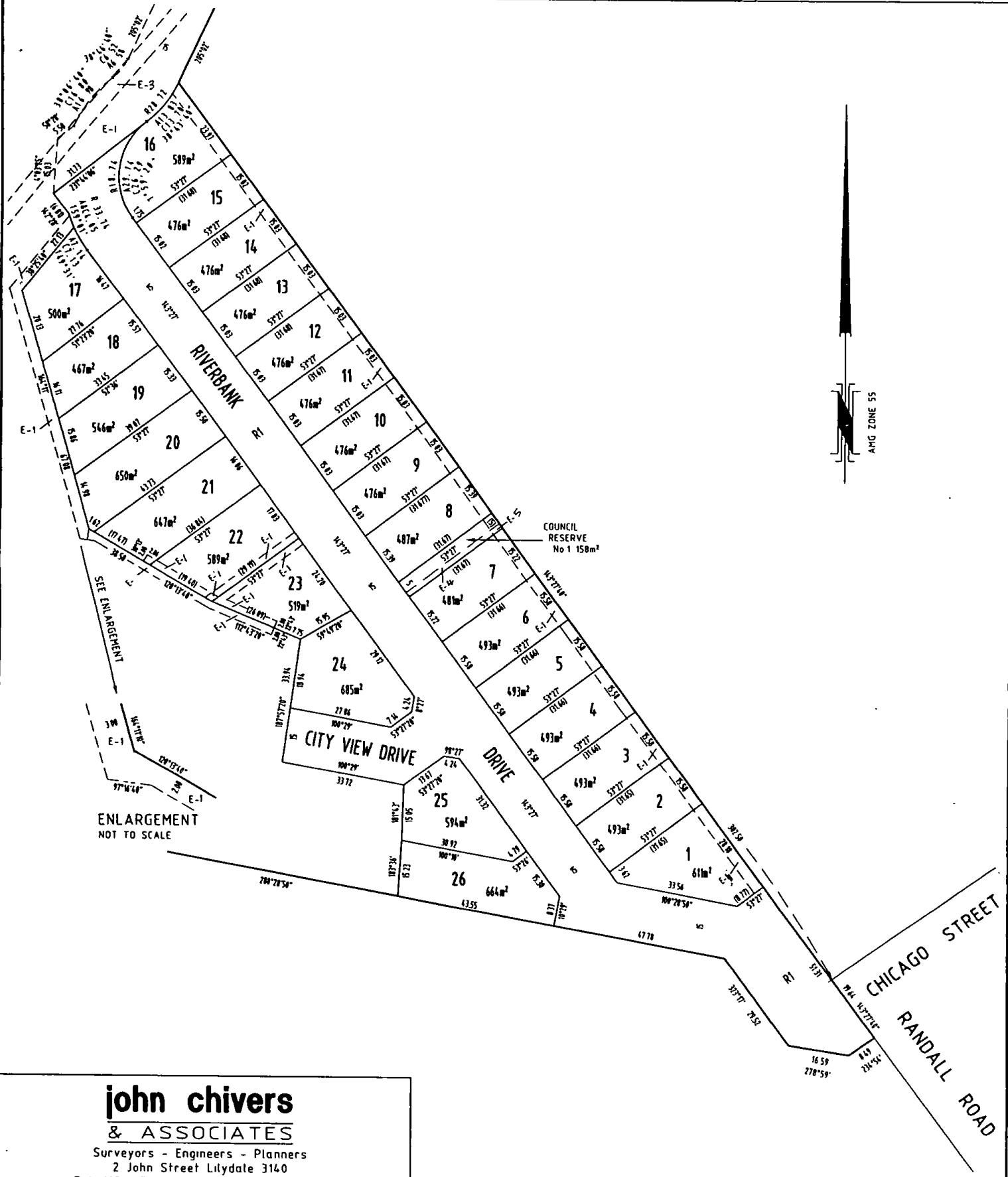


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Stage No.

Plan Number

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LENGTHS ARE IN METRES

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Sheet 4 of 12 Sheets

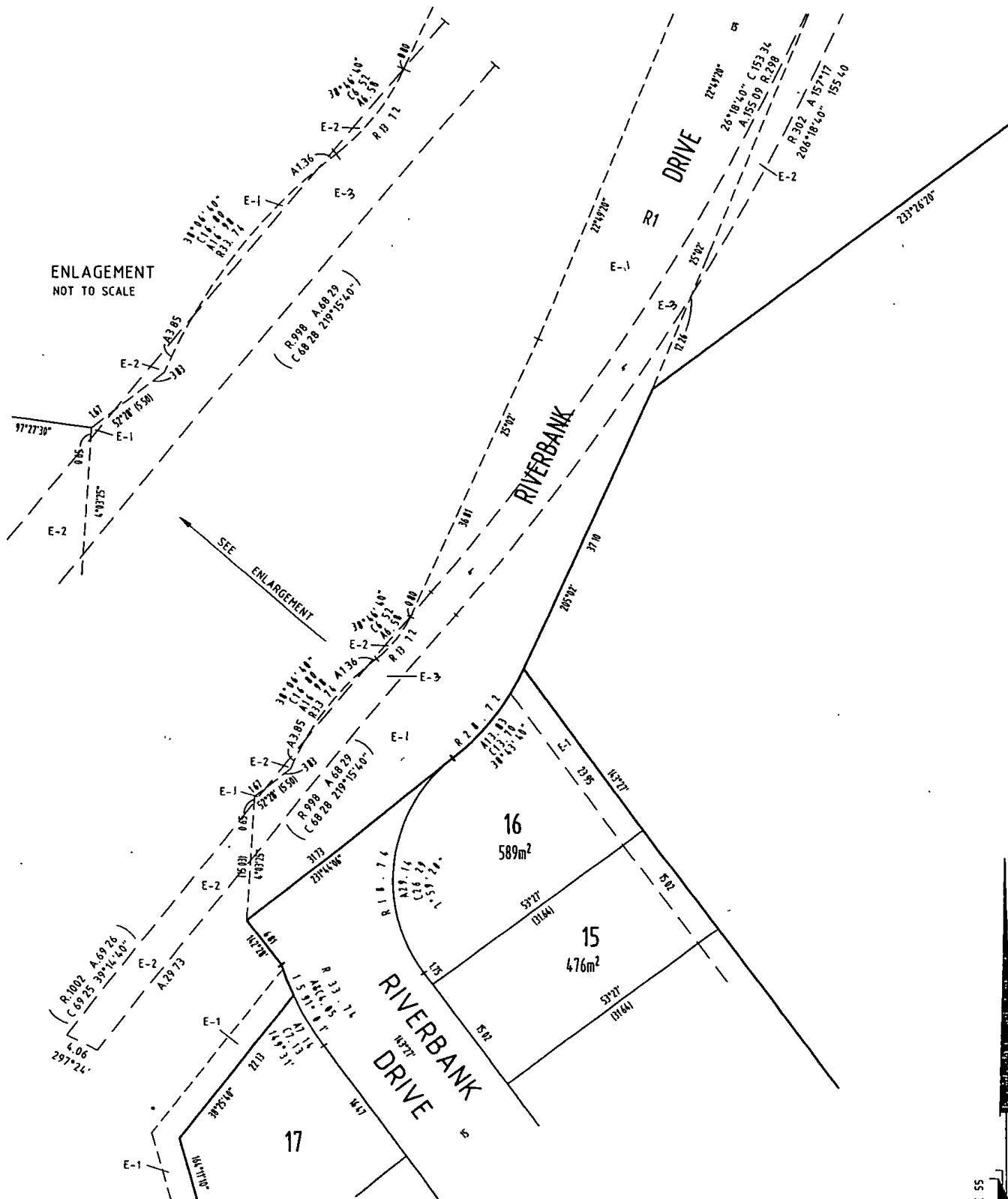
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	PLAN OF SUBDIVISION	Stage No.	Plan Number PS 422773 N
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<p>ORIGINAL</p> <p>SCALE</p> <p>1500</p> <p>SHEET SIZE A3</p>	<p>SCALE</p> <p>5 0 5 10 20</p> <p>LENGTHS ARE IN METRES</p>	<p>LICENSED SURVEYOR . JOHN EDWIN CHIVERS (PRINT)</p> <p>SIGNATURE . . . . . DATE / /</p> <p>REF. 5913 (1) . . . . . VERSION 02</p>	<p>Sheet 6 of 12 Sheets</p> <p>DATE / /</p> <p>COUNCIL DELEGATE SIGNATURE</p> <p>Original sheet size A3</p>
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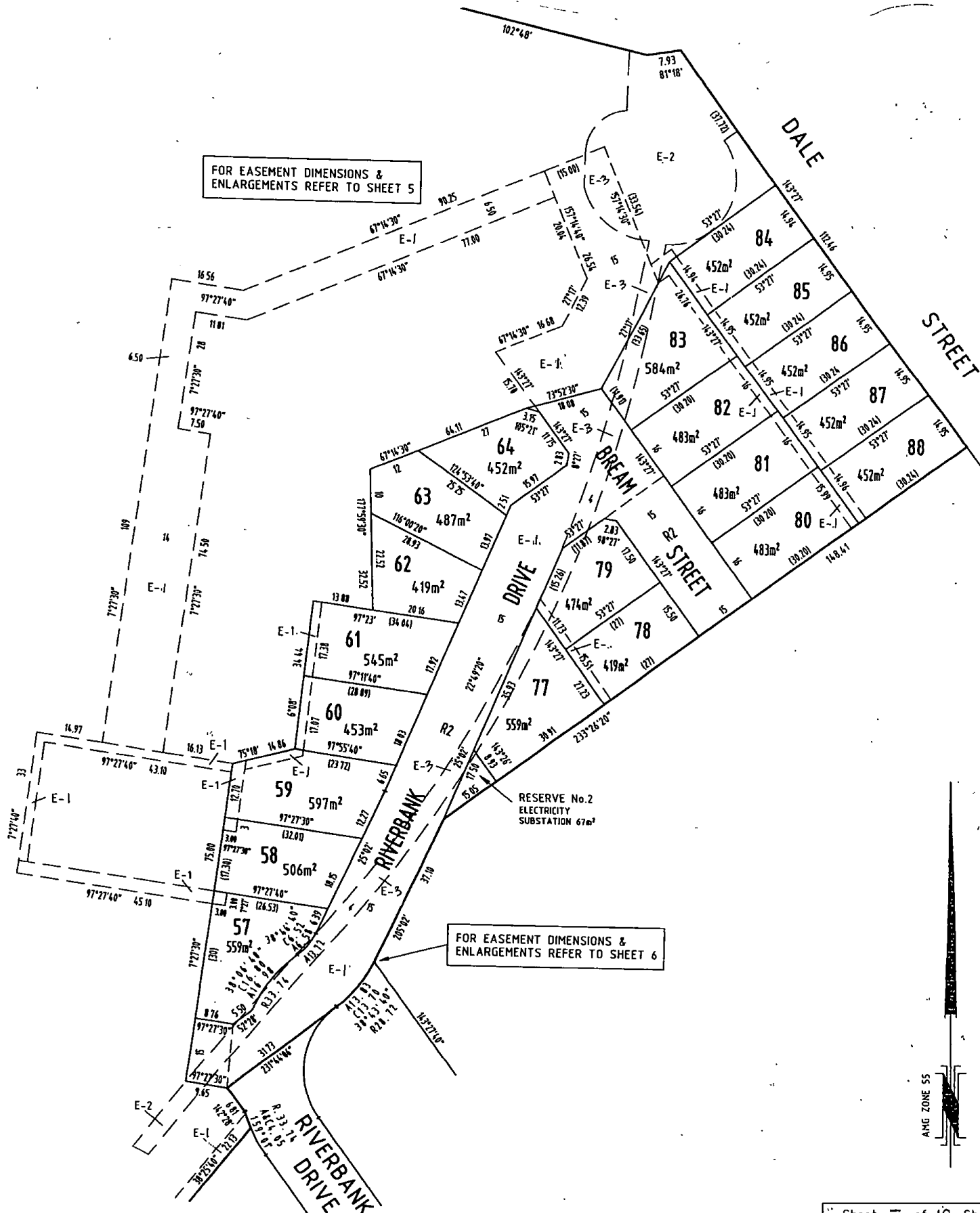
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Stage No.

Plan Number

PS 422773 N

FOR EASEMENT DIMENSIONS & ENLARGEMENTS REFER TO SHEET 5



FOR EASEMENT DIMENSIONS & ENLARGEMENTS REFER TO SHEET 6

ANG ZONE 55

Sheet 7 of 12 Sheets

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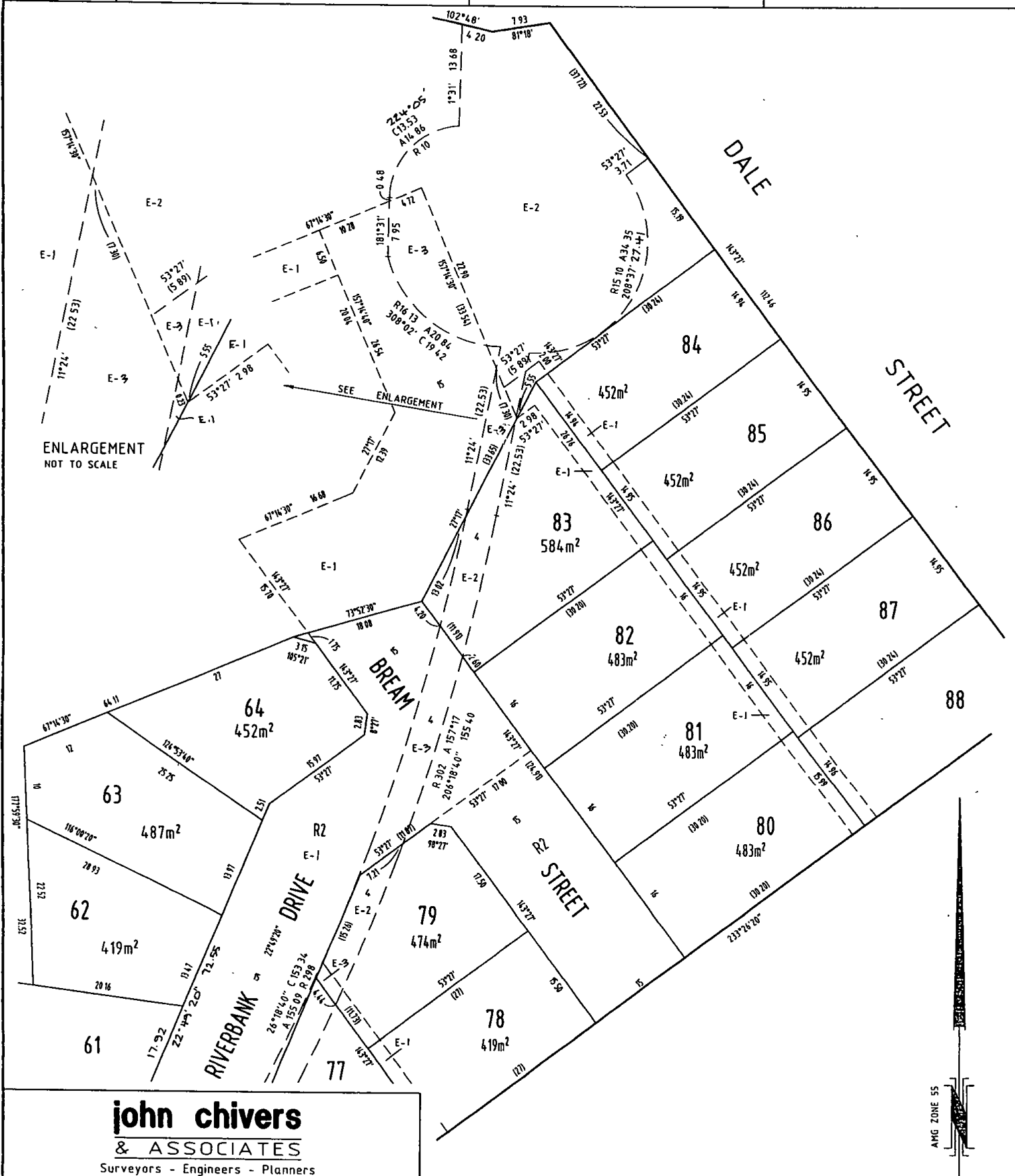
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Stage No.

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Sheet 8 of 12 Sheets

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JOHN EDWIN CHIVERS

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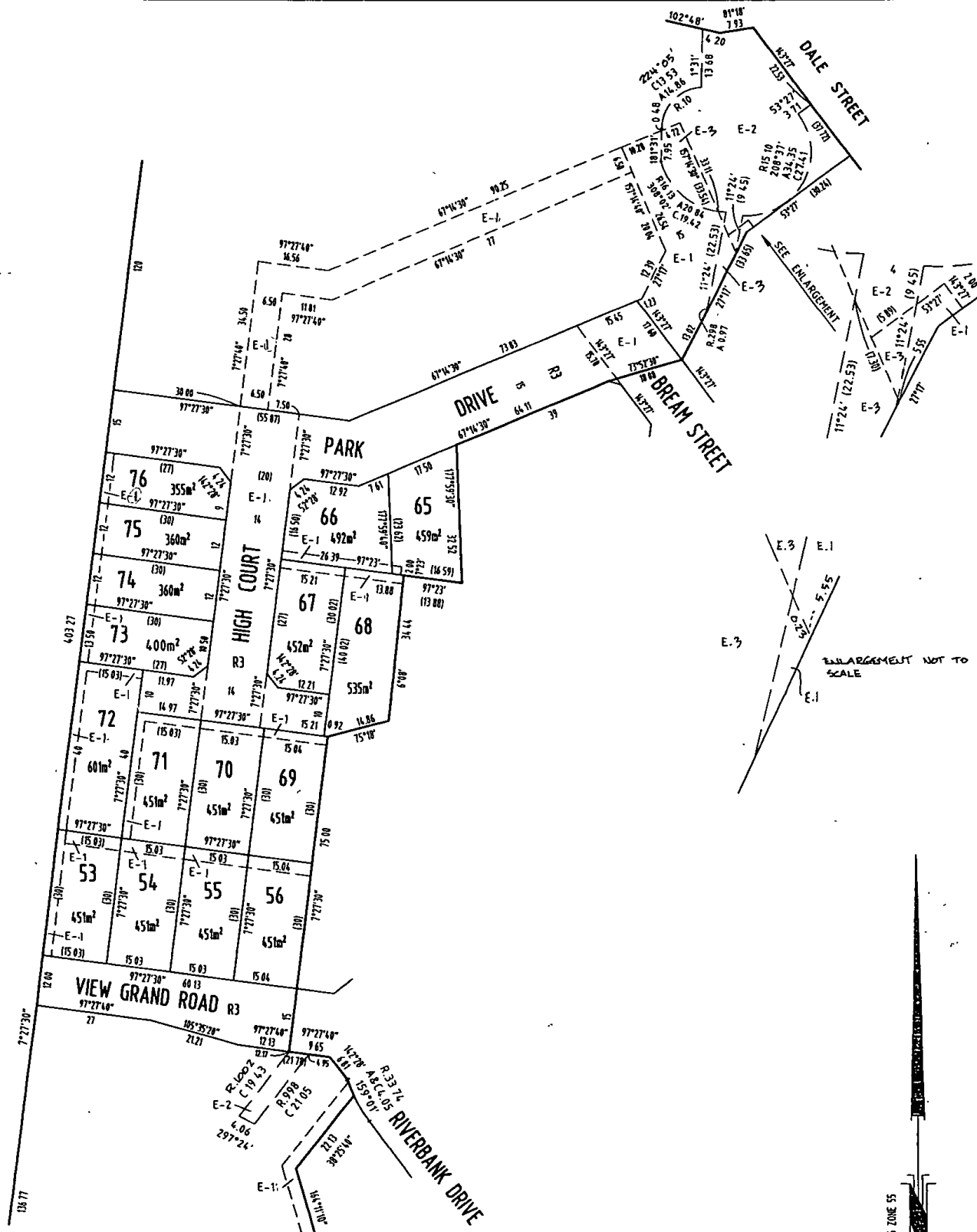


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Stage No.

Plan Number

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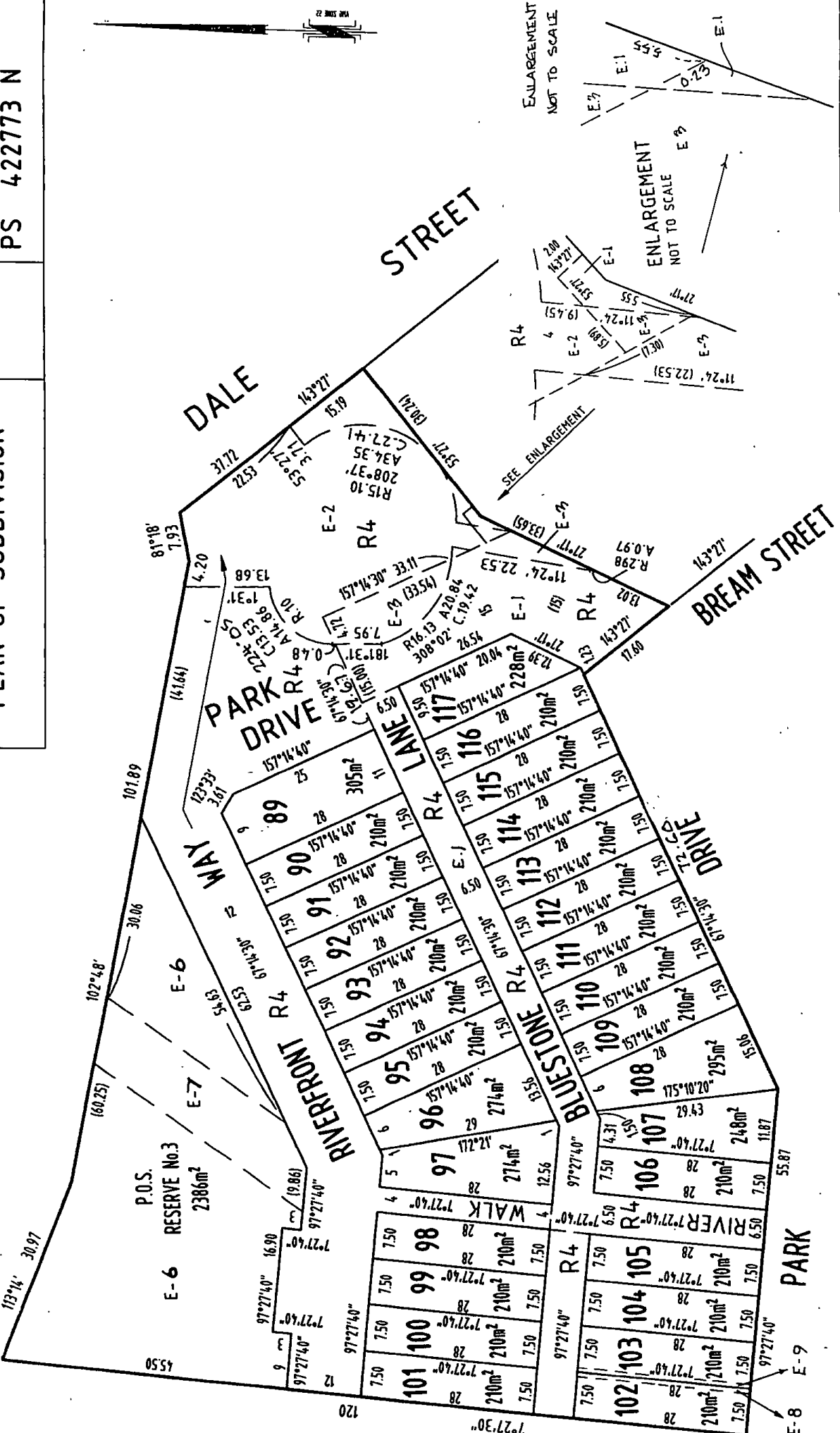
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PLAN OF SUBDIVISION		Stage No.	Plan Number
			PS 422773 N



Sheet 11 of 12 Sheets	
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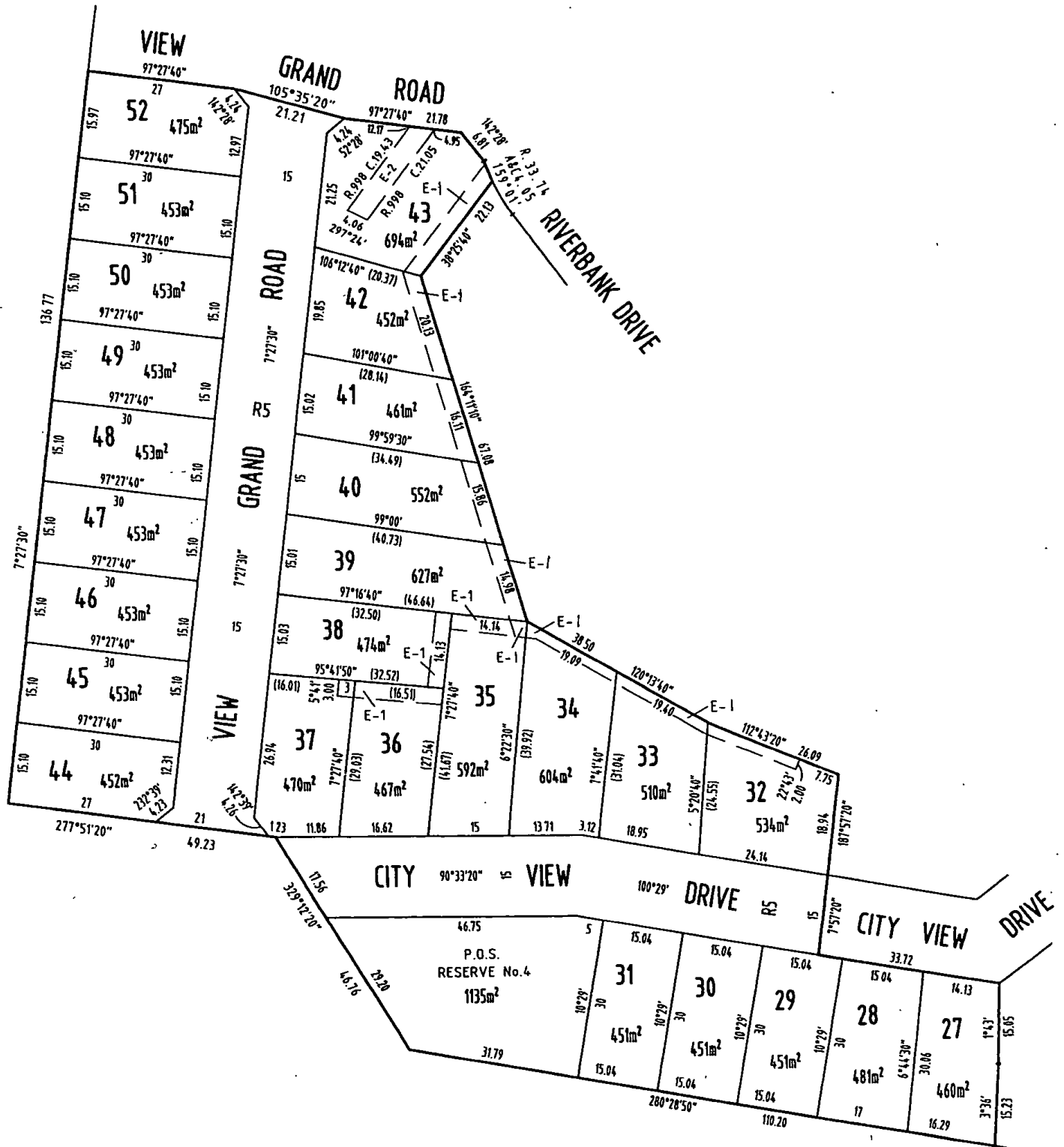


# PLAN OF SUBDIVISION

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PS 422773 N



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REF. 5913 (5)

VERSION 02

Sheet 12 of 12 Sheets

DATE / /

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Original sheet size A3

ANG ZONE 55

# MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN  
MASTER PLAN (STAGE 1) REGISTERED DATE 26/10/99 TIME 3.45 pm

PLAN NUMBER

PS 422773 N

AFFECTED LAND / PARCEL	LAND / PARCEL / IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	TIME	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
LOT S2	LOTS 57 - 64, 77-88, S3 , RESERVE No.2 & ROAD R2	STAGE 2	W 310576N	28/10/99	9.30 am	2	GSN
LOT S3	LOTS 53-56, 65-76, S4, S5 & ROAD R3	STAGE 3	W 310577K	1/11/99	3.00 pm	2	GSN
LOT S4	LOTS 89-117, RESERVE No.3 & Road R4	STAGE 4	W 310578G	3/11/99	9.50 am	2	GSN
LOT S5	LOTS 27-52, RESERVE No.4 & ROAD R4	STAGE 5	W 310579D	4/11/99	8.30 am	2	GSN
Lot 102	E-8	CREATION OF EASEMENT	X 770251P	26/9/2001		3	
Lot 103	E-9	CREATION OF EASEMENT	X 770252L	26/9/2001		3	

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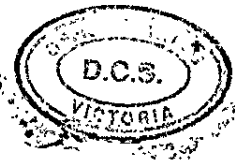
Document Type	<b>Instrument</b>
Document Identification	<b>W304594S</b>
Number of Pages (excluding this cover sheet)	<b>36</b>
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Form 13



**W304594S**

220999 1230 173



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:** Maddock Lonie & Chisholm  
**Phone:** 9288 0555  
**Address:** 140 William Street, Melbourne 3000 or DX 259 Melbourne  
**Ref:** TGM:535914 **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 10186 Folio 320~~ **CERTIFICATES OF TITLE VOL. 10475 FOL. 873 TO 808 (INCL.)**  
**VOL. 10476 FOL. 144 TO 163 (INCL.)**  
**VOL. 10476 - 502 TO 517 (INCL.) VOL. 10477 - 214 TO**  
**242 (INCL.) +**  
**VOL. 10477 - 270 TO**  
**304 (INCL.)**

Authority: Maribyrnong City Council of Municipal Offices, Napier Street, Footscray

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

08  
27-2-2000

A copy of the agreement is attached to this application

Signature for the Authority:

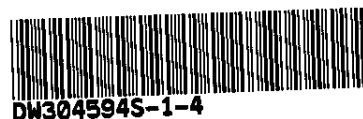
Name of officer: **ADRIAN HAVRYLUK**

Office held: **Town Planner**

Date: **21/9/99**

{/PL3}

08  
27-2-2000



DW304594S-1-4

**Maddock Lonie & Chisholm**

**LAWYERS**



**DATED**

**1999**

**MARIBYRNONG CITY COUNCIL**

**- and -**

**VULPERA PROPERTIES PTY LTD ACN 002 995 235  
PRIME EQUITY GROUP PTY LTD ACN 056 528 459  
310 KING STREET PTY LTD ACN 006 915 331**

---

**DESIGN GUIDELINES  
SECTION 173 AGREEMENT**

---

**Subject Land:** Land formerly known as the CSIRO Land,  
Chicago Street, Maribyrnong

**W304594S**  
220999 1230 173



**DW304594S-2-1**

A MEMBER OF  
**adviser** asia

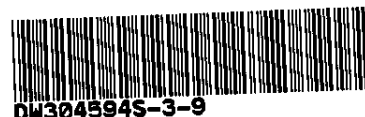
ADELAIDE, COLOMBO, DUBAI, HONG KONG, JAKARTA, KUALA LUMPUR,  
MANILA, MELBOURNE, MUMBAI, NEW DELHI, SINGAPORE, SYDNEY

EMAIL: [info@maddocks.com.au](mailto:info@maddocks.com.au)  
TELEPHONE: (03) 9288 0555  
FACSIMILE: (03) 9288 0666  
DX 259 MELBOURNE  
OUR REF: TGM:575320

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# **PLANNING AND ENVIRONMENT ACT 1987**

## **SECTION 173 AGREEMENT**

**THIS AGREEMENT** is made the                      day of                      1999

**BETWEEN**

**MARIBYRNONG CITY COUNCIL**

of Municipal Offices, Napier Street, Footscray 3012 Victoria

("Council")

**AND**

**VULPERA PROPERTIES PTY LTD ACN 002 995 235** of 50 Rosemont  
Avenue Caulfield 3161

and

**PRIME EQUITY GROUP PTY LTD ACN 056 528 459** of 1 Willard  
Court Lalor 3075

and

**310 KING STREET PTY LTD ACN 006 915 331** of 16/225 Orrong Road  
East St Kilda 3182 Victoria

### **INTRODUCTION**

- A. The three companies named in the heading to this Agreement are currently the registered proprietors of the Subject land and the Owners of that Land.
- B. Council is the Responsible Authority pursuant to the Act for the Scheme.
- C. Clause 132-1 of the Planning Scheme provides that a development plan must be approved prior to the issue of any planning permit in respect of the use or development of the Subject Land. Clause 132.4 provides that the development plan must show, among other things, proposed urban design guidelines that will ensure a quality result (ie siting and design guidelines).
- D. On 14 July 1998 Council issued permit no. SUB98/55 ("the Permit") which allows the land to be subdivided for residential use in accordance with plans endorsed under the Permit. Condition 3 of the Permit requires the Owner to enter into this Agreement to provide for the matters set out in that condition. A copy of the Permit is attached to this Agreement and marked with the letter "A" for identification.

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2.

- E. As at the date of this agreement, the Subject Land is encumbered by mortgage No. U912785F in favour of the mortgagee. The Mortgagee has consented to the Owners entering into this Agreement with respect to the Subject Land.
- F. The parties enter this agreement:
- (a) to give effect to the requirements of the Permit; and
  - (b) to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.
- G. Council and the Owners have agreed that without limiting or restricting their respective powers to enter into this Agreement and insofar as it can be so treated, this Agreement is made pursuant to section 173 of the Act.

**THE PARTIES AGREE**

1. **DEFINITIONS**

In this Agreement unless expressed or implied to the contrary:

"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;

"approved" means approved by Council;

"Building" has the same meaning as in the Planning Scheme.

"Building Envelope" means the area delineated and identified on the Endorsed Plan or the Development Plan as a building envelope or the like.

"development" includes subdivision;

"Development Plan" means the plan for the development and use of the Subject Land prepared and approved in accordance with the Planning Scheme;

"the Endorsed Plan" means the plan which will be endorsed with the stamp of Council pursuant to the Permit. When the plan is endorsed under the Permit, that plan will be the Endorsed Plan and will be deemed to form part of this Agreement.

"Integrated Building Envelope" means the Integrated Building Envelope which is approved by Council and which forms part of the Urban Design Guidelines.

"lot" means any lot over which this Agreement is registered;

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DW304594S-5-3



3.

**"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;

**"Owners"** means the person or persons from time to time registered or entitled to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple in the Subject Land or any part of the Subject Land (such as a lot) and includes a Mortgagee-in-possession;

**"Permit"** means the planning permit referred to in recital D of this Agreement.

**"planning approval"** means and includes any other planning permit issued in accordance with the Act;

**"Planning Scheme"** means the Maribyrnong Planning Scheme and any other planning scheme that applies in relation to the Subject Land.

**"Subject Land"** means the land formerly known as the CSIRO Land, Chicago Street, Maribyrnong, and more particularly described in Certificate of Title Volume 10186 Folio 320. Any reference to the Subject Land in this Agreement will include a reference to any lot created by the subdivision of the Subject Land or any part of it.

**"Urban Design Guidelines"** means the Urban Design Guidelines as approved by Council. A copy of the approved Urban Design Guidelines as at the date of this Agreement are attached and marked with the letter "B" for identification.

2. **COMMENCEMENT OF AGREEMENT**

This Agreement commences from the date of this Agreement.

3. **OWNERS OBLIGATIONS**

The Owners agree:

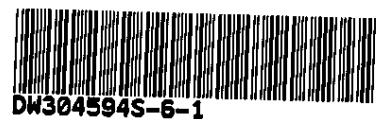
3.1 **Restriction on number of dwellings on a lot**

that they must not build, construct or erect or cause or permit to be built or constructed on any lot more than one dwelling and associated outbuildings;

3.2 **No further subdivision**

that no lot may be further subdivided unless the Development Plan is amended in a manner which shows that lot as being further subdivided;

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**4.**

**3.3 Restrictions on lots greater than 300 m<sup>2</sup> with Building Envelopes**

that the Owners will not build, construct or erect or cause or permit to be built, constructed or erected any Building on a lot greater than 300 m<sup>2</sup> outside a Building Envelope without the written consent of Council;

**3.4 Restrictions on lots 300 square metres or less**

that the Owners will not build, construct or erect or cause or permit to be built constructed or erected any Building on any lot which is 300 square metres or less unless that Building is consistent with:

3.4.1 the Building Envelopes shown on the Development Plan;  
and

3.4.2 the Integrated Building Envelope which is contained in the Urban Design Guidelines.

*NOTE: Any development of a lot less than 300m<sup>2</sup> requires a planning permit under the Maribymong Scheme.*

**3.5 All buildings to comply with Urban Design Guidelines**

that any Building must be constructed in accordance with the Urban Design Guidelines or any modifications to the Urban Design Guidelines in respect of a lot allowed under clause 4 of this Agreement;

**3.6 Verification**

that prior to the construction of any Building, the Owner must provide Council with:

3.6.1 a written notice prepared by the Building Surveyor responsible for issuing the Building Permit for the proposed dwelling on a lot which states that the plans of the proposed Buildings on the lot comply with the Urban Design Guidelines and particularly, the Integrated Building Envelope contained within the Urban Design Guidelines and the Building Envelope; and

3.6.2 a copy of the siting and development plans of the proposed dwelling to which the Building Surveyor's written statement relates; and

**W304594S**

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5.



3.7 **Protection of trees**

White Cypresses and any other mature or semi mature trees existing as at the date of this Agreement on any lot which are outside any Building Envelope must not be destroyed, felled, lopped, ringbarked or uprooted without the written consent of Council.

4. **VARIATION OF THE URBAN DESIGN GUIDELINES**

- 4.1 Any person may request Council to give consent to depart from the Urban Design Guidelines in respect of any lot provided they pay a fee of \$200 in respect of any request.
- 4.2 In determining whether to approve the departure from the Urban Design Guidelines in respect of any lot, Council will have regard to the considerations set out in the Urban Design Guidelines in respect of variations from the Urban Design Guidelines.

5. **GENERAL OBLIGATIONS OF OWNERS**

5.1 **Notice**

The Owners agree that they will bring this Agreement to the attention of all prospective purchasers, mortgagees, transferees and assigns.

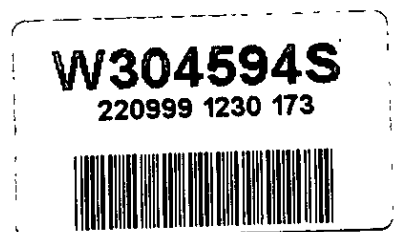
5.2 **Compliance**

The Owners agree to take all necessary steps to comply with the obligations of each clause in this Agreement.

5.3 **Registration**

The Owners agree to:

- 5.3.1 consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the folio of the Register which relates to the subject land in accordance with Section 181 of the Act; and
- 5.3.2 do all things necessary to enable Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that Section.





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6.

**5.4 Mortgagee to be Bound**

The Owners agree to obtain the consent of any mortgagee to be bound by the covenants in this Agreement if the mortgagee becomes mortgagee in possession of the Subject Land.

**5.5 Council's Costs to be Paid**

The Owners agree to pay immediately on demand to Council Council's reasonable costs and expenses (including legal expenses) incidental to the preparation, drafting, finalisation, engrossment, execution and registration of this Agreement which (until paid) are and remain a debt due to Council.

**6. AGREEMENT UNDER SECTION 173 OF THE ACT**

Council and the Owners agree that without limiting or restricting their respective powers to enter into this Agreement and insofar as it can be so treated, this Agreement is made pursuant to section 173 of the Act.

**7. OWNERS' WARRANTIES**

Without limiting the operation or effect which this Agreement has, the Owners warrant that apart from the Owners, purchasers of any residential lots on a plan of subdivision of the Subject Land and any other person who has consented to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land, which may be affected by this Agreement.

**8. SUCCESSORS IN TITLE**

Without limiting the operation or effect of this Agreement, the Owners must ensure that, until this Agreement is recorded on the folio of the register which relates to the Subject Land, the Owners' successors in title will:

- 8.1 give effect to, do all acts and sign all documents requiring those successors to give effect to this Agreement; and
- 8.2 execute a deed agreeing to be bound by this Agreement.

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7.

9. **GENERAL**

9.1 **Further Assurance**

Each party must promptly execute and deliver all documents and take all other action necessary or desirable to effect, perfect or complete the transactions contemplated by this Agreement.

9.2 **No Waiver**

Any time or other indulgence granted by Council to the Owners or any variation of the terms and conditions of this Agreement or any judgment or order obtained by Council against the Owners 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.

9.3 **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 remain operative.

9.4 **No Fettering of Council's Powers**

This Agreement does not fetter or restrict the power or discretion of Council to make or impose requirements or conditions in connection with any use or development of the subject land or the granting of any planning approval, the approval or certification of any plans of subdivision or consolidation applicable to the Subject Land or the issue of a Statement of compliance in connection with any such plans.

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8.

## 10. NOTICES

### 10.1 Service of Notice

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

- 10.1.1 personally on the party; or
- 10.1.2 by sending it by pre-paid post, addressed to that party at the address for service specified in this document or subsequently notified to each party; or
- 10.1.3 by facsimile to the person's number for service specified in this document or subsequently notified to each party.

### 10.2 Time of Service

A notice or other communication is deemed served;

- 10.2.1 if served personally, upon service;
- 10.2.2 if posted within Australia to an Australian address, two business days after posting and in any other case, seven business days after posting; or
- 10.2.3 if served by facsimile, at the time indicated on the transmission report produced by the sender's facsimile machine indicating that the facsimile was sent in its entirety to the addressee's facsimile;
- 10.2.4 if received after 6.00 pm in the place of receipt or on a day which is not a business day, at 9.00 am on the next business day.

## 11. INTERPRETATION

In this Agreement, unless expressed or implied to the contrary:

- 11.1 undefined terms or words have the meanings given in the Act or the Scheme;
- 11.2 the singular includes the plural and the plural includes the singular;
- 11.3 a reference to a gender includes a reference to the other genders;

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9.

- 11.4 a reference to a person includes a reference to a firm, corporation or other corporate body;
- 11.5 if a party consists of more than one person this Agreement binds them jointly and each of them severally;
- 11.6 a reference to a "planning scheme" or "the Scheme" includes any amendment, consolidation, or replacement of such scheme and any document incorporated by reference into such scheme;
- 11.7 a reference to a statute includes any statutes amending, consolidating or replacing those statutes and any regulations made under the statutes;
- 11.8 where, in this Agreement, Council may exercise any power, duty or function, that power may be exercised on behalf of Council by an authorised or delegated officer;
- 11.9 all headings are for ease of reference only and do not affect the interpretation of this Agreement;
- 11.10 the Recitals to this Agreement form part of this Agreement.

**EXECUTED** by the parties on the date set out at the commencement of this Agreement.

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220999 1230 173

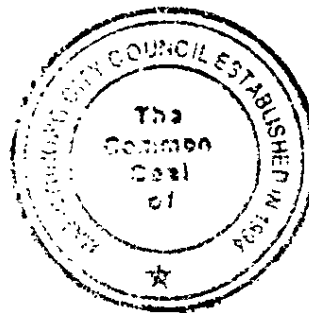


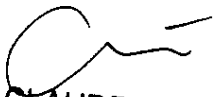


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10.


THE COMMON SEAL of MARIBYRNONG CITY COUNCIL was hereunto affixed in the presence of:



  
**CLAUDE BAXTER**  
 MANAGER INTERNAL SERVICES  
 Group Manager, Corporate Services

THE COMMON SEAL of VULPERA PROPERTIES PTY LTD ACN 002 995 235 was affixed in the presence of authorised persons:




  
 .....  
 Paul MARKS

Director

Full name

151 Keoyong rd W Caulfield

Usual address

  
 .....  
 George BUTLER

Director (or Company Secretary)

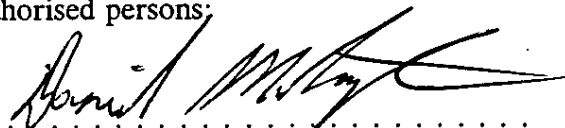
Full name

50 Rosemont ave Caulfield

Usual address

THE COMMON SEAL of PRIME EQUITY GROUP PTY LTD ACN 056 528 459 was affixed in the presence of authorised persons:



  
 .....  
 DANIEL MATRUGLIO

Director

Full name

1 WILLARD COURT LALOR

Usual address

SOLE DIRECTOR

Director (or Company Secretary)

Full name

Usual address

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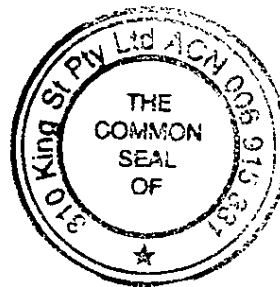




11.

THE COMMON SEAL of 310 KING STREET PTY LTD ACN 006 915 331 was affixed in the presence of authorised persons:

)  
)  
)  
)



*[Signature]*

Director

.. JOSEF. PIEKARSKI .....

Full name

.. 16/225 ORRONG RD EAST ST KILDA .....

Usual address

*[Signature]*

Director (or Company Secretary)

.. ANNA PIEKARSKI .....

Full name

.. 16/225 ORRONG RD EAST ST KILDA .....

Usual address

### Mortgagee's Consent

ANZ Banking Group Ltd as Mortgagee under Instrument of Mortgage No. U912785F dated 6 August 1997 which encumbers the subject land consents to the Owners entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement.

Please register this plan and on completion issue all titles except, those applicable to the local Municipality to Australia and New Zealand Banking Group Limited.

Australia and New Zealand Banking Group Ltd.

*[Signature]*  
Manager



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# CITY OF MARIBYRNONG

"A"

Application No.

SUB 98/ 55

Page 1 of 5

## PLANNING

Planning Scheme:

Maribyrnong Planning Scheme

## PERMIT

Responsible Authority:

CITY OF MARIBYRNONG

### ADDRESS OF THE LAND:

Chicago Street, Maribyrnong. Certificate of Title Volume 10186 Folio 320.



### THE PERMIT ALLOWS:

117 lot subdivision over 5 stages and removal of easements in accordance with the approved development plan (Clause 132-1 of Maribyrnong Planning Scheme).

### THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

1. A computed plan of subdivision for every stage shown on the endorsed plan must be submitted for endorsement by the Responsible Authority prior to certification approval. Such endorsed plan will form part of this permit.
2. The subdivision as shown on the endorsed plan must not be altered or modified without the prior written consent of the Responsible Authority.
3. Prior to the certification of the plan of subdivision the owner must enter into an agreement under section 173 of the Planning and Environment Act 1987 with the Responsible Authority to ensure that reference and adherence to the approved development plan (under Cause 132 Maribyrnong Planning Scheme) and associated design guidelines is registered on the title of each lot created from the subdivision of the land.

The owner must pay the costs incurred by the Responsible Authority in respect of the preparation and registration of the agreement.

4. Prior to the issue of a Statement of Compliance under Section 21 of the Subdivision Act 1988 for the subdivision hereby permitted either:
  - (a) A certificate of environmental audit must be issued for the land in accordance with Section 57AA of the Environment Protection Act 1970, or
  - (b) An environmental auditor appointed under the Environment Protection Act 1970 must make a statement in accordance with Section 57AA (5) (b) of that Act that the environmental conditions of the land are suitable for the sensitive (residential) use.

A copy (4 copies) of the certificate of environmental audit and or statement, audit report and audit area plan must be submitted to the Responsible Authority.

5. A flood management plan which is to clearly indicate the situation in relation to the 1 in 100 year flood. The information to be included on the plan must include the direction of fall of the kerbs for all streets and an estimation of flows for all streets where there is a reasonable expectation of problems and all points where the flow leaves the site. (Particularly overland storm water flow relief points)

The drainage system must ensure that the future built environment downstream is not inundated by major drainage flows or floodwaters.

6. Pursuant to Section 18 of the Subdivision Act provide Public Open Space as follows:

set aside on the Plan for Public Open Space a location satisfactory to the Council of 5 percent of all the land on the Subdivision intended to be used for residential, industrial or commercial purposes. OR

pay or agree to pay to the Council 5 percent of the site value of all of the land in the Subdivision intended to be used for residential, industrial or commercial purposes.

Conditions 7 to 15 are a requirement of Melbourne Water.

7. No additional fill is to be placed within the area currently subject to inundation.

Date Issued

15-10-1998

Signature for the

Responsible Authority

Planning and Environment Regulations 1988 Form 4 4

STATUTORY PLAN

**W304594S**  
220999 1230 173



# CITY OF MARIBYRNONG



<b>PLANNING</b>	<b>Application No.</b>	SUB 98/ 55	Page 2 of 5
<b>PERMIT</b>	<b>Planning Scheme:</b>	Maribyrnong Planning Scheme	
	<b>Responsible Authority:</b>	CITY OF MARIBYRNONG	

**ADDRESS OF THE LAND:**

Chicago Street, Maribyrnong. Certificate of Title Volume 10186 Folio 320.



**THE PERMIT ALLOWS:**

117 lot subdivision over 5 stages and removal of easements in accordance with the approved development plan (Clause 132-1 of Maribyrnong Planning Scheme).

**CONDITIONS CONTINUED:**

8. Floor levels in the proposed development shall be elevated at least 300 mm above the Designated Flood level.
9. During construction of the development's infrastructure, measures shall be taken to control runoff from the land. Such measures shall ensure that polluted and sediment laden runoff does not enter the Maribyrnong River directly or indirectly.
10. Melbourne Water will require the preparation of an environmental management plan demonstrating how sediment generated by the development works will be contained and collected on site. These plans should be submitted to Melbourne Water for approval. These sediments control measures shall be installed and maintained at the developer's cost for three years or until 90% of the lots are developed.
11. Permanent water quality treatment and protection measures including treatment for sediment (coarse silt) and gross contaminants (to 20 mm) on drains connecting to the Maribyrnong River. These measures shall be contained within the site, and it is preferable that only one such system be used to treat runoff from the whole site.
12. Agreement from Council to maintain the measures required in the above shall be obtained by the developer.
13. Prior to the issue of a Statement of Compliance, the applicant will enter into and comply with an agreement with Melbourne Water Corporation under Section 269A of the Melbourne and Metropolitan Board of Works Act 1958 for the provision of drainage works and the acceptance of surface and storm water from the subject land directly or indirectly into Melbourne Water's drainage system.
14. Separate application direct to Melbourne Water must be made for any new storm water connection to Melbourne Water's drains or watercourses.
15. Prior to Certification, the Plan of Subdivision must be referred to Melbourne Water, in accordance with Section 8 of the Subdivision Act 1988.
16. Any clearing or construction activity associated with development on the land, should be carried out in accordance with "Construction Techniques for Sediment Pollution Control" EPA publication No. 275.
17. Provisions of the Lower Maribyrnong River Concept Plan should be adhered to.

Conditions 18 to 25 are a requirements of AGL (Solaris Power)

18. Enter into an agreement Solaris Power associated with the supply of electricity to each lot shown on the endorsed plan.
19. Enter into an agreement Solaris Power for the rearragment of the existing electricity supply system.
20. Ensure that any private electricity line in the subdivision is rearranged to the satisfaction of Solaris Power.

Date Issued 14/07/95 Signature for the Responsible Authority [Signature]

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# CITY OF MARIBYRNONG

Application No. SUB 98/ 55 Page 3 of 5  
 Planning Scheme: Maribyrnong Planning Scheme  
 Responsible Authority: CITY OF MARIBYRNONG

## PLANNING

## PERMIT

### ADDRESS OF THE LAND:

Chicago Street, Maribyrnong. Certificate of Title Volume 10186 Folio 320.



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### THE PERMIT ALLOWS:

117 lot subdivision over 5 stages and removal of easements in accordance with the approved development plan (Clause 132-1 of Maribyrnong Planning Scheme).

### CONDITIONS CONTINUED:

21. Provide easements satisfactory to Solaris Power for the purpose of "Power Line" in favour of "Solaris Power", where easements have not otherwise been provided, for all existing electric power lines and for any new power lines required to service the lots on the endorsed plan and/or abutting land.
22. Obtain for the use of Solaris Power another easement required to service the lots
23. Adjust the power of any existing Solaris Power easement to accord with the position of the electric lines(s) as determined by survey.
24. Set aside on the plan of subdivision reserves satisfactory to Solaris Power for electric substations.
25. Provide lease plans for any electric substations required by Solaris Power and for associated power lines and cables and execute leases for a period of 30 years, at a nominal rental with a right to extend the lease for a further 30 years. Solaris requires that such leases are to be noted on the title by way of a caveat prior to the registration of the plan of subdivision.

Conditions 26 to 27 are a requirement from City West Water

26. Enter into an agreement with City West Water for the provision of water supply.
27. Enter into an agreement with City West Water for the provision of sewerage.

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 220999 1230 173



Condition 28 to 29 are a requirement of Telstra

28. Provide to the satisfaction of Telstra all works for the provision of Telecommunication Services to each lot created in the subdivision.

Where any extension or alterations to Telstra's network or plant are necessitated by the proposed subdivision, the cost of such works shall be met by the owner prior to the Statement of Compliance being issued.

Condition 30 to 31. are a requirement of Westar

30. Easement in favour of Westar must be created on the plan to the satisfaction of Westar.
31. The Plan of Subdivision submitted for certification must be referred to Westar in accordance with section 8 of Subdivision Act 1988.
32. Street lighting, street furniture and street name plates must be provided to a standard acceptable to the Maribyrnong City Council and at no cost to Council.
33. Fire hydrants must be provided, and located to the satisfaction of the Metropolitan Fire and Emergency Services Board and the Maribyrnong City Council.
34. Road works and drainage must be provided in accordance with plans and specifications approved by the Maribyrnong City Council under Part 3 of the Subdivision Act 1988. Such plans and specifications must be in accordance with the provisions of the Victorian Code for Residential Development (Subdivision and Single Dwellings) April 1992 and Maribyrnong City Council, Principles for the Planning of New Residential Development, November 1996 to the satisfaction of the Responsible Authority and must include:-

Date Issued 16/07/98

Signature for the  
 Responsible Authority

*[Signature]*

# CITY OF MARIBYRNONG

## PLANNING

## PERMIT

Application No.

SUB 98/ 55

Page 4 of 5

Planning Scheme:

Maribyrnong Planning Scheme

Responsible Authority:

CITY OF MARIBYRNONG

### ADDRESS OF THE LAND:

Chicago Street, Maribyrnong. Certificate of Title Volume 10186 Folio 320



### THE PERMIT ALLOWS:

117 lot subdivision over 5 stages and removal of easements in accordance with the approved development plan (Clause 132-1 of Maribyrnong Planning Scheme).

### CONDITIONS CONTINUED:

- Asphalt surfaced pavements and barrier edge kerb and channel, footpaths and bicycle lanes where appropriate.
  - Underground drains to be provided and any other drainage works necessary for the transmission of drainage flows and associated works as required for outfall drainage within lands or road reserves.
  - Vehicle crossings connecting between each lot and an adjoining road carriageway.
  - Traffic management devices where appropriate.
  - Design of an intersection with Randall Street.
35. The placement and disposal of all rock and earth surplus fill arising from subdivision construction works within or adjacent to the subject land must be to the satisfaction of the Responsible Authority.
  36. The holder of this permit must ensure that wherever approved engineering construction plans for road works and drainage show filling exceeding 400mm compacted depth (at finished surface level) within that portion of any lot created by the subdivision likely to be used for buildings, the existence of such filling must be made clear and known to any prospective purchaser of the relevant lot, also that the information contained in the approved engineering construction plans for roadworks and drainage regarding filling on any residential lot must be referred to (where applicable) when completing a Statement pursuant to Section 32 of the Transfer of Land Act.
  37. Prior to the commencement of the subdivision works on the land a written statement must be provided to the satisfaction of the Responsible Authority on measures that will be undertaken to protect the significant white cypress pine trees (*callitris columellaris*) during subdivision and dwelling construction.
  38. That as many existing regionally significant White Cypress Pine trees (*Callitris columellaris*) located on the land be retained and suitably protected to the satisfaction of the Responsible Authority. The appropriate retention may include locating the trees within a public open space reservation and re-configuration of the proposed lots to enable appropriate siting of dwellings and protection of trees
  39. Any removal or pruning of the White Cypress Pine trees or other existing mature trees must be with the written consent of the Responsible Authority.
  40. The land shown on the development and subdivision plan for the purpose of public open space or recreation reserve must be transferred to the Maribyrnong City Council upon registration of the appropriate Plan of Subdivision by the Land Titles Office.
  41. A detailed landscape plan for each reserve / flood way management area / north-west sewer easement surrounds, as shown on the development plan and subdivision plan must be prepared by a qualified landscape Architect and submitted to and approved by the Responsible Authority.
  42. The landscape plan must take into account the intended purpose of each site to be landscaped, and the interface including any associated works between the reserve and adjoining land.

Date Issued

14/07/93

Signature for the  
Responsible Authority

STATUTORY PLANNING OFFICER

# CITY OF MARIBYRNONG

Application No.

SUB 98/ 55

Page 5 of 5

## PLANNING

Planning Scheme:

Maribyrnong Planning Scheme

## PERMIT

Responsible Authority:

CITY OF MARIBYRNONG

### ADDRESS OF THE LAND:

Chicago Street, Maribyrnong. Certificate of Title Volume 10186 Folio 320



DW304594S-19-4

### THE PERMIT ALLOWS:

117 lot subdivision over 5 stages and removal of easements in accordance with the approved development plan (Clause 132-1 of Maribyrnong Planning Scheme).

### CONDITIONS CONTINUED:

43. The landscaping as shown on the approved landscape plan must be provided and completed to the satisfaction of the Responsible Authority at an appropriate time to be determined by the Responsible Authority and not later than 12 calendar months following the date of issue of a Statement of Compliance for the plan of subdivision from which any reserve is created.
44. A street tree planting schedule and or plan showing proposed tree species must be submitted for approval not later than the date of lodging plans and specification for engineering works to the Responsible Authority. Such trees must be planted at an appropriate time to be determined by the Responsible Authority, in accordance with the schedule to the satisfaction of the Responsible Authority.
45. The surface of each reserve must be self draining, free of surface rock, stabilised with uniform grass cover and brought to a condition to enable maintenance of conventional mowing equipment.
46. Any fencing along the common boundary between a lot and a reserve as shown on the development plan must be designed to the satisfaction of the Responsible Authority and erected prior to the occupancy of any dwelling situated on such lots and at no cost to the Maribyrnong City Council.
47. The land owner and all its successors in title or transferees must, upon release for private sale of each of the lots, created by the subdivision, include in the Vendor's Statement pursuant to Section 32 of the Sale of Land Act 1962 annexed to the contract of sale for the sale of land, a copy of Design Guidelines for the land.
48. This permit will expire if:  
The subdivision is not commenced within two years from the date of this permit. The subdivision is not completed within five years of the date of certification of the initial Plan of Subdivision. The Responsible Authority may extend the periods referred to if a request is made in writing before, or within three months of the relevant expiry date.

### NOTATIONS:

- The sewerage easement is not to be built over without Melbourne Water, Sewerage Group's written authorisation.
- Melbourne Water requires 24 hour, unimpeded access to the sewerage shaft site and therefore cannot be hindered by overhanging foliage.
- Flood and land level information available at Melbourne Water indicates that the property is subject to overland flow from the Maribyrnong River in a storm with a 1% chance of occurrence in any year.
- The Designated Flood Level applicable for this property grades from 5.30 metres to Australian Height Datum (AHD) from the western property boundary to 5.25 metres to AHD at the eastern boundary of the property. (Melbourne Water Reference 21541).

### APPLICANT:

John Chivers & Associates  
2 John Street  
Lilydale Vic 3140

**W304594S**

220999 1230 173



Date Issued 14/07/95

Signature for the  
Responsible Authority

*MJH*

STATUTORY PLANNING OFFICER

"B"

## Urban Design Guidelines

# RIVERBANK ESTATE

Prime Equity Group Pty Ltd

**W304594S**  
220999 1230 173



DW304594S-20-8

Prepared by

**john chivers**

**& ASSOCIATES**

Surveyors - Engineers - Planners

(MARCH 1999)

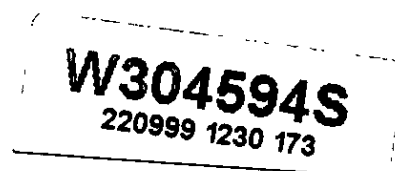
<b>ENDORSEMENT</b>
MARIBYRNONG PLANNING SCHEME
THESE PLANS ARE ENDORSED AS
MEETING THE REQUIREMENTS OF CLAUSE 132-1
LEVEL OF THE PLAN
FORMER CSIRO LAND-CHICAGO ST
<i>A.U. [Signature]</i> 24.3.99
SIGNED FOR AND ON BEHALF OF DATE
THE RESPONSIBLE AUTHORITY

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## 1. Purpose

The purpose of the urban design guidelines, development plan and building envelope plans are to protect the interests of potential purchasers and residents within Riverbank Estate. They establish a framework for the design of dwellings, garages and fences which protect the quality, amenity, and overall impression of Riverbank Estate. They further control:

- open space and solar access to each allotment,
- vehicular access and onsite parking,
- construction materials,
- dwelling attachments and
- landscaping.

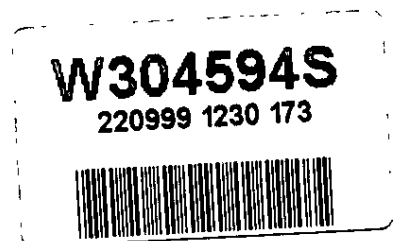


The guidelines have been developed with the following objectives in mind:

- Residential Development within Riverbank Estate will ensure the area will achieve a high amenity residential precinct.
- Buildings should be sited to maximise the benefits from good useable private open space in each lot.
- The design and positioning of each building shall provide for the privacy of adjoining residents.
- Only one dwelling is to be erected on each lot and shall not be less than 180 m<sup>2</sup> (for lots greater than 450m<sup>2</sup>) floor area excluding verandahs, porches, carports or garages.
- No prefabricated, reconstructed or transported dwelling shall be erected on any lot and no second hand materials are to be used in construction.
- Building characteristics must maintain a high level of visual amenity and streetscape character.
- The river environment must be protected and enhanced by building and landscaping controls.

This document must be read in conjunction with the attached plans:

1. Development Plan.
2. Integrated Building Envelope Plans. (Figure 1, 2)



## 2. Definitions

For the purposes of this document the following definitions apply:

- 2.1 Building - any structure except a garden shed or fence.
- 2.2 Dwelling - house.

- 2.3 Zero setback - Building on the boundary.
- 2.4 Building Envelope - indicates the volume within which the building can be constructed.
- 2.4 Lot - Allotments as shown on the attached development plan.
- 2.5 Frontage - That part of a lot or building that faces the street.
- 2.7 Front setback - the distance between the front street boundary and the front wall of the house.



### 3. ***Building Controls***

Building use shall be residential only and one dwelling per lot is allowed.

#### 3.1 ***Lots greater than 450 m<sup>2</sup> (Except those with building envelopes)***

- 3.1.1 Dwellings shall be set back from the front street reserve a minimum distance of 4 metres.
- 3.1.2 Dwellings fronting the long side of a corner lot may have a 3 metre minimum frontage set back.
- 3.1.3 Dwellings should maintain a minimum set back from side boundaries in accordance with height controls.
- 3.1.4 Buildings erected near easements shall be set back or constructed to the satisfaction of the relevant servicing authority.
- 3.1.5 The dwelling shall have a minimum floor area of 180m<sup>2</sup> (excluding garage, verandah or carport).

#### 3.2. ***Lots with building envelopes (Except stage 4).***

This section applies to those allotments shown with building envelopes on the development plan excluding those in stage 4.

- 3.2.1 Buildings shall be set back from the front street reserve a minimum distance in metres as shown on the development plan.
- 3.2.2 Dwellings fronting the long side of a corner lot must have a 3 metre minimum frontage set back.
- 3.2.3 No dwelling shall be located closer to other boundaries than the distance shown on the development plan in metres.

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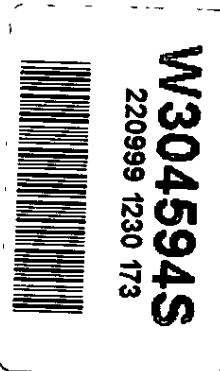
- 3.2.4 No building may be erected outside the designated building envelope.
- 3.2.5 Buildings not erected on the zero setback, where they are permitted, shall be set back at least 1 metre.
- 3.2.6 Buildings erected near easements shall be set back to the satisfaction of the Relevant Service Authority.
- 3.2.7 The maximum length of a wall built on a zero setback boundary is to be 20 metres (Including carports).
- 3.2.8 Where building envelopes have been positioned to protect the white cypress pine trees and existing trees, the utmost care must be taken to protect foliage and root systems during construction.
- 3.2.9 Every window shall face a minimum 3 metres by 1 metre wide area open to the sky.
- 3.2.10 Eave overhang must be taken into account when building adjacent to a boundary which allows zero setback development.
- 3.2.11 For lots less than 450m<sup>2</sup> the dwelling shall have a minimum floor area of 100m<sup>2</sup> (excluding garage, verandah or carport).

### 3.3 Subdivision Stage 4 (lots 89 to 117) Building Controls

This section applies to the allotments contained within stage 4 as shown on the development plan. It describes the guidelines which are imposed on the lots in order to establish this stage as a terrace housing precinct.

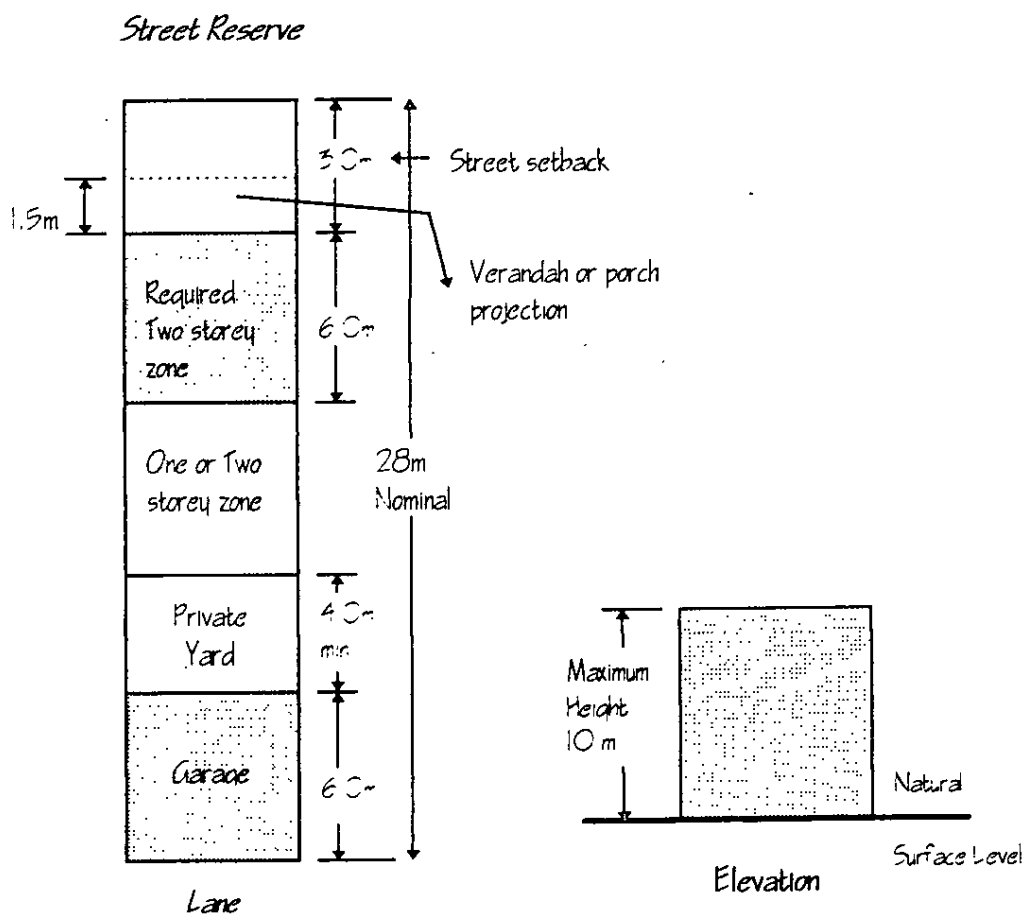
**NOTE:** In accordance with the Maribyrnong Planning Scheme a planning permit is required to construct or extend one dwelling on a lot less than 300 square metres.

- 3.3.1 Building setbacks are to be maintained as shown on the development plan.
- 3.3.2 Integrated building envelopes (showing building design framework) are provided for lots 89 to 101 in **figure 1**, and for lots 102 to 117 in **figure 2**.
- 3.3.3 Garage roof should complement dwelling design.
- 3.3.4 Maximum height of buildings is shown on the integrated building envelopes.



- 3.3.5 Verandah or porch must occupy at least 30% of the building frontage.
- 3.3.6 Verandahs can incorporate balconies and be up to 2 storeys, where attached to a 2 storey house.
- 3.3.7 Ground floor levels for dwellings constructed on lots 89 to 101 must be at least 300 mm above the designated flood level.
- 3.3.8 The dwelling shall have a minimum floor area of 100m<sup>2</sup> (excluding garage or verandah).

**Figure 1** Integrated building envelopes for Lots 89 to 101 inclusive.

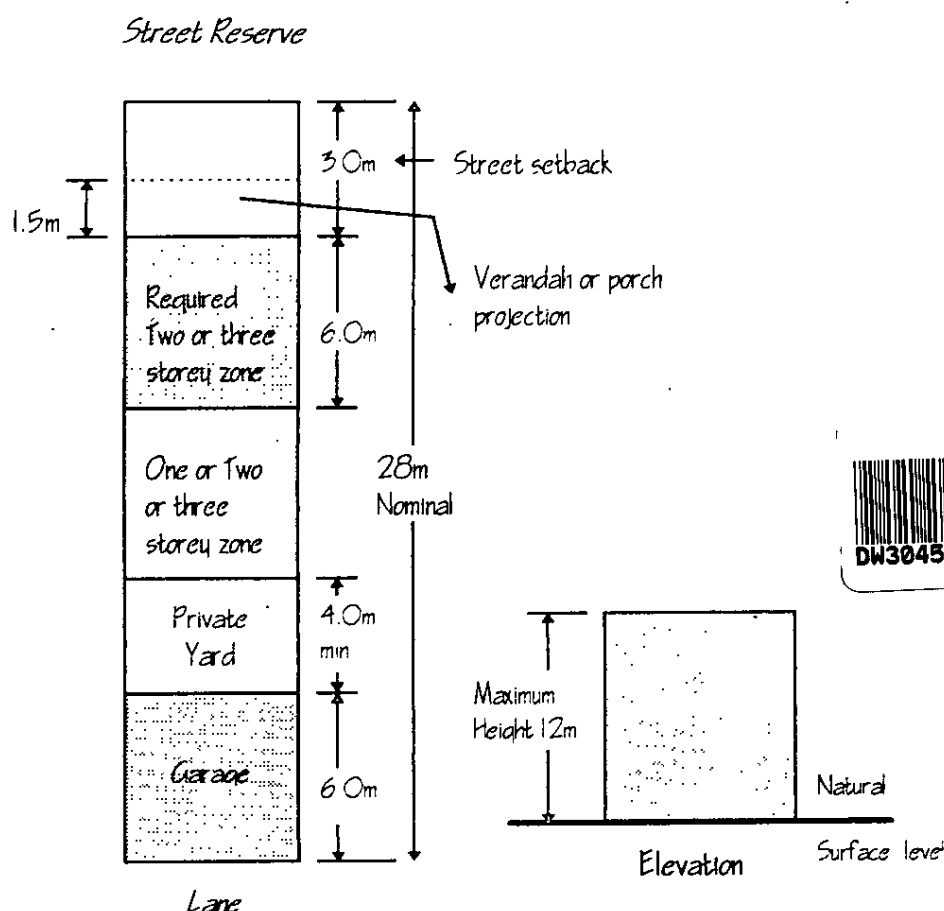


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**Figure 2** Integrated building envelopes for Lots 102 to 117 inclusive.



### 3.4 Garages:

Garages within subdivision stage 4 are excluded from this section and have specific requirements listed in section 3.3.

- 3.4.1 Garages/carports must be set back from the front street reserve property boundary a minimum distance of 5.5 metres.
- 3.4.2 A garage or carport must be sited a minimum of 1 metre behind the front building line of the dwelling. (Garages or carports must not be sited forward of the dwelling).
- 3.4.3 The roof, eaves, or canopy may project to align with the dwelling.
- 3.4.4 Garages and carports are to be located and designed to maintain streetscape amenity, complement dwelling design and allow surveillance of the street from within the dwelling.

- 3.4.5 The maximum length of a Garage must not exceed 8.0 metres in length and may be built with zero setback on a side boundary providing height controls are maintained and eave overhang is taken into account.

### 3.5 Solar Access

- 3.5.1 Siting of dwellings for solar access, ie: dwellings/windows to be orientated to maximise northern solar access.



### 3.6 Site Coverage

Site coverage (including verandahs and porches) shall not exceed:

- 80% of the allotment area for those allotments less than 300m<sup>2</sup>
- 60% of the allotment area for those allotments greater than 300m<sup>2</sup> but less than 450m<sup>2</sup>
- 55% of the allotment area for those allotments greater than 450m<sup>2</sup>.

**NOTE:** In accordance with the Maribyrnong Planning Scheme a planning permit is required to construct or extend one dwelling on a lot less than 300 square metres.

*The owner must notify Maribyrnong City Council in the event of any damage resulting to any Municipal assets, footpaths, kerb or channel, street pavement, street trees as a result of dwelling construction of the subject lot. The damaged assets must be reported to Council and reinstated to the satisfaction of the Responsible Authority at no cost to Council.*

## 4. Height Controls for all lots except stage 4.

This section represents the general height controls placed on lots with the exception of lots in stage 4 as shown on the Development plan. The sections below are summarised in Figure 3.

- 4.1 The maximum height of any part of the building must not exceed 12 metres above the natural surface level of the ground directly below that part.
- 4.2 Where zero setback is permitted, an external wall built with zero setback must not exceed 3.6 metres in height or 1 metre minimum setback for walls up to 3.6 metres in height.



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- 4.3 Any part of an external wall that exceeds 3.6 metres in height must be setback from the side boundary a minimum of 1 metre plus 0.3 metres for each 1 metre of additional wall height up to a maximum height of 6.9 metres, and a further 1 metre for every additional 1 metre of wall height above 6.9 metres up to the maximum height of 12 metres. (Refer figure 3) (Refer to Victorian Code for Residential Development April 1992).

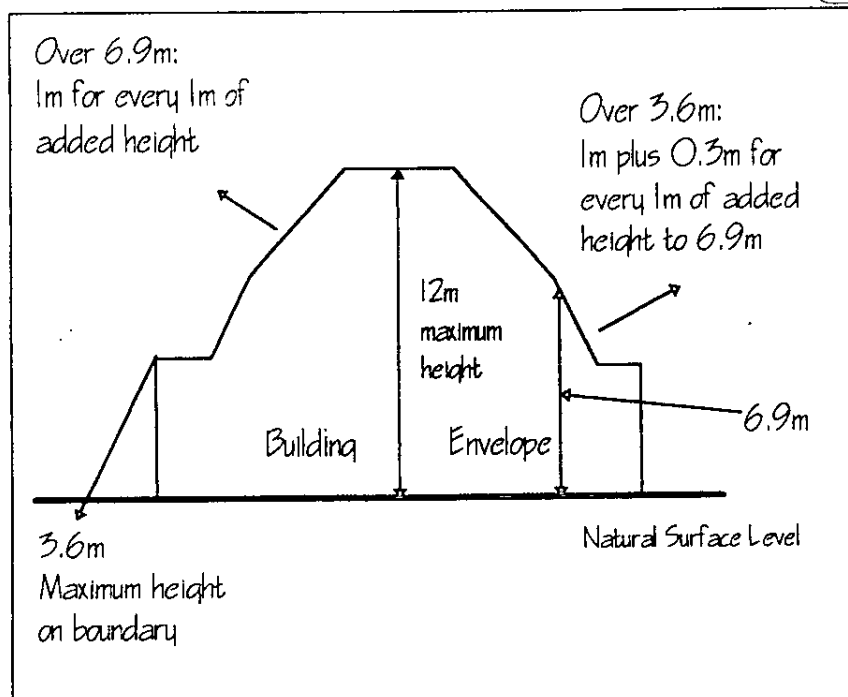
#### 4.4 Dwellings on Sloping Lots

Dwelling walls are to commence from ground level, except that a carport having an area less than 55 square metres and which is designed to form part of the house at ground level shall not require to have external walls.

#### **NOTE: Detached House Height Controls**

*Please consult with the Responsible Authority (Maribymong City Council) for specific information about Planning Scheme requirements regarding Detached House Height Controls. A planning permit may be required*

**Figure 3** General Height controls building envelope



## 5 Car parking

The siting of the dwelling shall allow for the accommodation of at least two (2) vehicles on site with at least one capable of being accommodated within a carport or garage. Vehicles may be parked in tandem.



## 6. Fencing

- 6.0 All fencing must integrate with adjoining property fencing.
- 6.1 The maximum height of front fences shall not exceed 1.5 metres
- 6.2 Front fencing built to the maximum height should have open elements such as painted timber or iron pickets.
- 6.3 Side fences in the frontage setback shall be compatible with the front fence and dwelling finish and shall not exceed 1.5 metres in height.
- 6.4 Side and rear fencing shall not exceed 1.8 metres in height and be constructed of timber palings, colourbond or finished masonry and shall not extend beyond the frontage setback.
- 6.5 Where high solid front fences are essential, limit them to parts of the frontage in order to maintain views between the dwelling and the street.
- 6.6 Any fencing constructed along the longer boundary of corner allotments must be 50% at 1.8 metres or less and 50% at 1.2 metres or less.
- 6.7 Masonry fencing construction should be compatible and or complementary to that of the dwelling.
- 6.8 A completely solid masonry fence is discouraged above 1 metre.
- 6.9 Any gates are to be compatible and or complementary to the fence detail.

## 7. Roofing and Walls

- 7.1 Roof pitch shall be between 25 to 36 degree pitch except for lots in stage 4.
- 7.2 Roof materials shall be of terracotta tile, pre-coloured cement tile, slate or pre-coloured zincalume sheet (colourbond) construction.
- 7.3. Roof penetration colours should be chosen to complement the roof material and be kept to the rear of the dwelling as much as possible.
- 7.4 Gutters and down pipes should be pre-coloured zincalume or painted galvanised iron to complement the finish of the dwelling.



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- 7.5 Gable ends to the front facade shall not exceed 60% of the building frontage except in row houses which can be built boundary to boundary.

### **Walls**

- 7.6 All walls shall be predominantly constructed of brick which can be:

- Face Brick
- Painted
- Bagged or
- Rendered

Concrete block construction is to be bagged or rendered and finished with a painted surface.

- 7.7 Painted timber weatherboard construction is not to exceed 30% of the total external wall area.
- 7.8 Construction with any other material such as concrete or cement sheeting must be finished with a painted surface and not exceed 50% of the total external wall area.
- 7.9 Garages and carports are to match the selected wall materials and colour.
- 7.10 Where the siting of a dwelling results in it being built to the boundary, the wall must be either, face brick work finished and cleaned in an appropriate manner, or if concrete block construction, be either bagged or rendered and finished with a painted surface.

### **Wall Openings**

- 7.11 All doors and windows should be painted or stained if of timber construction to complement the wall finish.
- 7.12 Aluminium windows should be pre-coated in a suitable colour to complement the wall finish.
- 7.13 Bay windows should be fabricated from wood or aluminium.

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## Verandah Porches

- 7.15 Posts, spindles and balusters on verandahs, porches and balconies should be constructed of painted or prefinished timber or steel.
- 7.16 Verandah roofs shall be contiguous with the principal roof or spring from external walls below the line of the eaves of the principal roof. This may be at a pitch which is different to that of the principal roof.
- 7.17 Columns, piers or arches should be constructed of brick, or bagged, rendered and painted concrete block or pre-cast concrete.
- 7.18 Verandahs, porches and awnings should be constructed of timber rafters with a sheet metal roofing or tiling to match the principal roof material of the building.
- 7.19 Open verandahs and porches are allowed to encroach a maximum of 1.5m into the front setback. Verandahs can incorporate balconies up to two stories where attached to a multi-storey house.
- 7.20 Verandahs and porches should match the principal roof material and colour scheme of the dwelling.

## 8. Dwelling Attachments



- 8.1 The following items, if installed, must be located to the rear of the dwelling out of sight from the street frontage and preferably located away from the living areas of the dwelling.

- T.V. Antenna
- Radio Mast
- Satellite dish
- Air conditioning unit
- Clothesline
- Swimming pool.

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- 8.2 All plumbing shall be contained internally within the building and will not be permitted to be placed on external walls. This includes P.V.C. pipes and ductwork as well as spa pumps and motors.

Ducted vacuum system motors shall be contained within the building.

## Non Permitted Items

8.3 The following items shall not be permitted:

- Window mounted air conditioning units.
- Above ground pools in front yards.



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## 9. Landscaping/Trees

- 9.1 The street frontage area of the allotment must be cleared of any waste building material, levelled and landscaped within 6 months of the occupation of the dwelling.
- 9.2 No pruning or removal of the White Cypress Pine trees, Council street trees or other existing trees without the prior written consent of the Responsible Authority. Development conditions may apply in order to retain existing trees.

## 10. Driveways

10.1 The selected finish of the driveways and hard standing areas shall be complementary to the dwelling finish.  
Preferred materials include:

- Coloured concrete
- Brick or concrete pavers
- Exposed Aggregate concrete finish.
- NATURAL FINISHED CONCRETE IS DISCOURAGED.

10.2 Maximum width of driveways is not to exceed 4.5 metres.

10.3 Hard paving within front yards shall be restricted to 35% of the area of the front setback. That is, a minimum of 65% of the front yard (excluding verandah area) shall be landscaped.



## 11. Variations

The Maribyrnong City Council may consent to depart from the approved Design Guidelines upon written request (together with any plans) stating in detail the reasons for the variation.

Maribyrnong City Council may approve the variation if:

- the variation is not detrimental to the streetscape or neighbourhood character of the area;

- the variation is designed to complement the dwelling design and siting.
- the variation will not cause an increase in detriment to any person.

A fee of \$200.00 payable to the Maribyrnong City Council will be required for consent to depart from the Urban Design Guidelines.

## 12. Verification

Prior to any works/construction of any Building, the owner must provide Maribyrnong City Council (Planning Services Office) with:

- A written verification/notice, prepared by the Building Surveyor responsible for issuing the Building Permit for the proposed dwelling on a lot which states that the plans of the proposed Buildings on the lot comply with the Urban Design Guidelines and , particularly the integrated Building envelope contained within the said Guidelines and building envelopes on the development plan.
- A copy of the siting and development plans of the proposed dwelling to which the Building Surveyor's written statement relates.

### NOTE: Development Contribution Plan Number 2.

A Community infrastructure development contribution of \$450.00 per net new dwelling will be required to be paid to Council by the owners at the building approval stage, prior to the issue of a building permit.

## Appendices.

See attached plans.

### A. Development Plan

jjadson/5913rep

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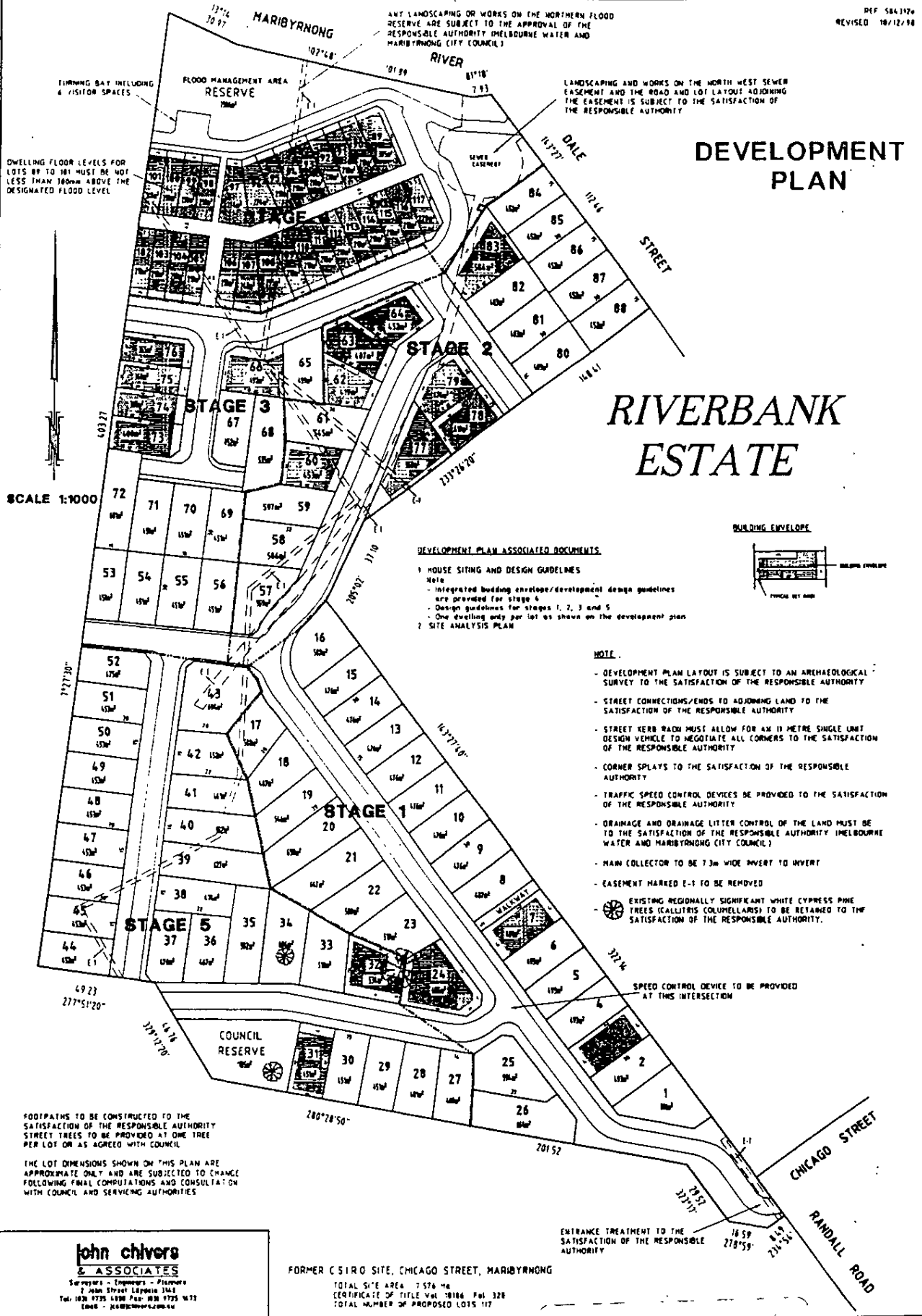


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DEF 584326  
REVISED 16/12/18

# DEVELOPMENT PLAN

## RIVERBANK ESTATE



**John Chivers & Associates**

Surveyors - Engineers - Planners  
1 John Street, Leppington NSW  
Tel: 02 9375 1000 Fax: 02 9375 1073  
Email: jca@johnchivers.com.au

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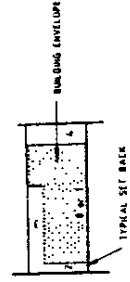
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SHEET 1 OF 2

# DEVELOPMENT PLAN



# RIVERBANK ESTATE

BUILDING ENVELOPE



## DEVELOPMENT PLAN ASSOCIATED DOCUMENTS

1 HOUSE SITING AND DESIGN GUIDELINES

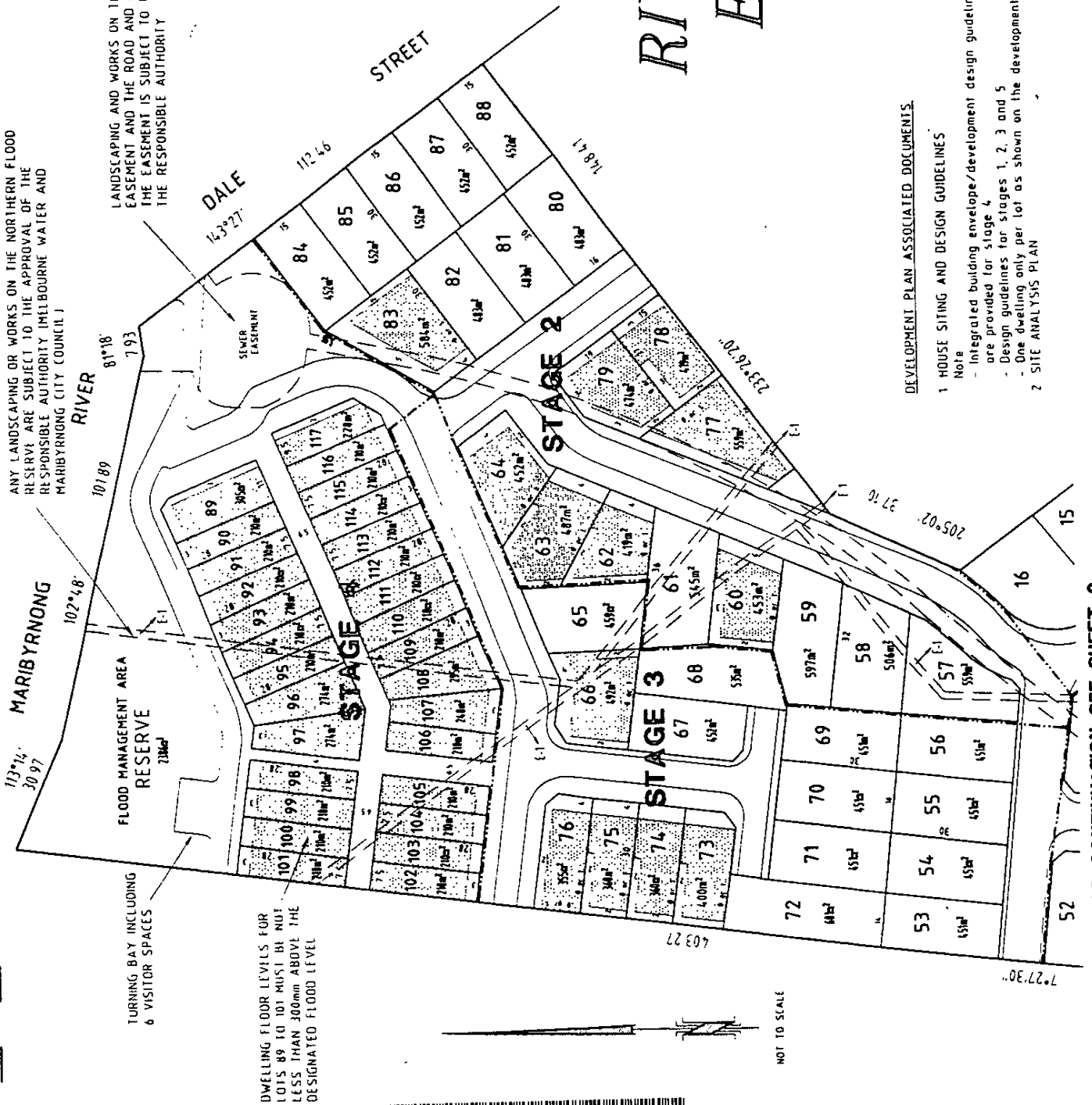
Note

- Integrated building envelope/development design guidelines are provided for stage 4
- Design guidelines for stages 1, 2, 3 and 5
- One dwelling only per lot as shown on the development plan

2 SITE ANALYSIS PLAN

ANY LANDSCAPING OR WORKS ON THE NORTHERN FLOOD RESERVE ARE SUBJECT TO THE APPROVAL OF THE RESPONSIBLE AUTHORITY (MELBOURNE WATER AND MARIBYRNONG CITY COUNCIL)

LANDSCAPING AND WORKS ON THE NORTH WEST SEWER EASEMENT AND THE ROAD AND LOT LAYOUT ADDITION THE EASEMENT IS SUBJECT TO THE SATISFACTION OF THE RESPONSIBLE AUTHORITY



FOR CONTINUATION SEE SHEET 2



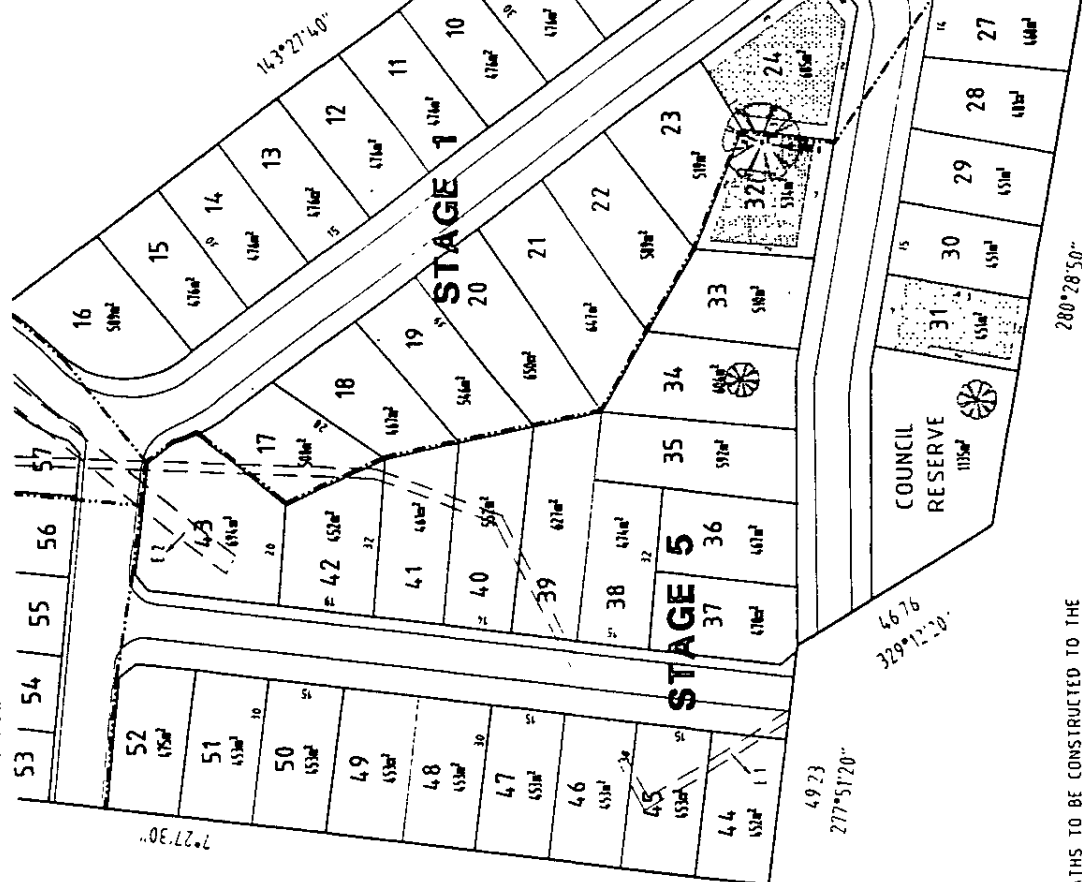
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REVISED 10/12/98  
SHEET 2 OF 2

NOTE

- DEVELOPMENT PLAN LAYOUT IS SUBJECT TO AN ARCHAEOLOGICAL SURVEY TO THE SATISFACTION OF THE RESPONSIBLE AUTHORITY
- STREET CONNECTIONS/ENDS TO ADJOINING LAND TO THE SATISFACTION OF THE RESPONSIBLE AUTHORITY
- STREET KERB RADIUS MUST ALLOW FOR AN 11 METRE SINGLE UNIT DESIGN VEHICLE TO NEGOTIATE ALL CORNERS TO THE SATISFACTION OF THE RESPONSIBLE AUTHORITY
- CORNER SPLAYS TO THE SATISFACTION OF THE RESPONSIBLE AUTHORITY
- TRAFFIC SPEED CONTROL DEVICES BE PROVIDED TO THE SATISFACTION OF THE RESPONSIBLE AUTHORITY
- DRAINAGE AND DRAINAGE LITTER CONTROL OF THE LAND MUST BE TO THE SATISFACTION OF THE RESPONSIBLE AUTHORITY (MELBOURNE WATER AND MARIBYRNONG CITY COUNCIL)
- MAIN COLLECTOR TO BE 7.3m WIDE INVERT TO INVERT
- LASMINT MARKED 11 TO BE REMOVED
- EXISTING REGIONALLY SIGNIFICANT WHITE LYPRESS PINE TREES (CALITRIS COLUMNARIS) TO BE RETAINED TO THE SATISFACTION OF THE RESPONSIBLE AUTHORITY



FOR CONTINUATION SEE SHEET 1



FOOTPATHS TO BE CONSTRUCTED TO THE SATISFACTION OF THE RESPONSIBLE AUTHORITY STREET TREES TO BE PROVIDED AT ONE TREE PER LOT OR AS AGREED WITH COUNCIL

THE LOT DIMENSIONS SHOWN ON THIS PLAN ARE APPROXIMATE ONLY AND ARE SUBJECT TO CHANGE FOLLOWING FINAL COMPUTATIONS AND CONSULTATION WITH COUNCIL AND SERVISING AUTHORITIES

FORMER C.S.I.R.O SITE, CHICAGO STREET, MARIBYRNONG

TOTAL SITE AREA 7.576 Ha  
CERTIFICATE OF TITLE Vol 10186 Fol 320  
TOTAL NUMBER OF PROPOSED LOTS 117

ENTRANCE TREATMENT TO THE SATISFACTION OF THE RESPONSIBLE AUTHORITY

NOT TO SCALE

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DW304594S-36-4

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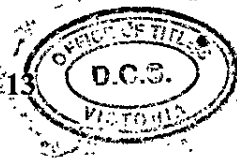
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Form 13



W304595P

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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:** Maddock Lonie & Chisholm  
**Phone:** 9288 0555  
**Address:** 140 William Street, Melbourne 3000 or DX 259 Melbourne  
**Ref:** TGM:535914 **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 ~~10186 Folio 320~~ CERTIFICATES OF TITLE VOL. 10475-873 TO 898 (INCL.), VOL. 10476 FOL. 144 TO 163 (INCL.), VOL. 10476-502 TO 517 (INCL.), VOL. 10477-214 TO 242 (INCL.) + 10477-270 TO 304 (INCL.)

Authority: Maribyrnong City Council of Municipal Offices, Napier Street, Footscray

DOB  
27-2-2000

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:

*Adrian Havayluk*

Name of officer:

ADRIAN HAVAYLUK

Office held:

Town Planner

Date:

21/9/99

{//PL3}

DOB 27-2-2000



DW304595P-1-2

Maddock Lonie & Chisholm

LAWYERS



DATED

1999

MARIBYRNONG CITY COUNCIL

- and -

VULPERA PROPERTIES PTY LTD ACN 002 995 235  
PRIME EQUITY GROUP PTY LTD ACN 056 528 459  
310 KING STREET PTY LTD ACN 006 915 331

---

ARTERIAL ROAD  
DEVELOPMENT CONTRIBUTIONS  
SECTION 173 AGREEMENT

---

Subject Land: Land formerly known as the CSIRO Land,  
Chicago Street, Maribyrnong

**W304595P**  
220999 1230 173



DW304595P-2-0

A MEMBER OF  
**advoca** asia

ADELAIDE, COLOMBO, DUBAI, HONG KONG, JAKARTA, KUALA LUMPUR,  
MANILA, MELBOURNE, MUMBAI, NEW DELHI, SINGAPORE, SYDNEY

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OUR REF: TGM:535914

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# ***PLANNING AND ENVIRONMENT ACT 1987***

## **SECTION 173 AGREEMENT**

**THIS AGREEMENT** is made on

**1999**

**BETWEEN**

**MARIBYRNONG CITY COUNCIL**

of Municipal Offices, Napier Street, Footscray 3012 Victoria

("Council")

**AND**

**VULPERA PROPERTIES PTY LTD ACN 002 995 235** of 50 Rosemont  
Avenue Caulfield 3161

and

**PRIME EQUITY GROUP PTY LTD ACN 056 528 459** of 1 Willard  
Court Lalor 3075

and

**310 KING STREET PTY LTD ACN 006 915 331** of 16/225 Orrong Road  
East St Kilda 3182 Victoria

### **INTRODUCTION**

- A. The three companies named in the heading to this Agreement are currently the registered proprietors of the Subject land and the Owners of that Land.
- B. Council is the Responsible Authority pursuant to the Act for the Scheme.
- C. This Agreement is entered into pursuant to clause 132-7 of the Planning Scheme which provides:

#### **"132-7 Development contribution**

A permit must not be granted to subdivide land, construct a building or construct or carry out works until:

- o A Development Contributions Plan has been approved for the land; or
- o An agreement has been entered into with the Responsible Authority under Section 173 of the *Planning and*

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[tgm 5359146m.21:150999]



2.

*Environment Act 1987.* The agreement must address the contribution to future improvement of vehicular access to Raleigh Road in accordance with an adopted structure plan for the area."

- D. As at the date of this Agreement, the Subject Land is encumbered by mortgage No. U912785F in favour of the Mortgagee. The Mortgagee has consented to the Owners entering into this Agreement with respect to the Subject Land.
- E. The parties enter this Agreement:
- (a) to give effect to the requirements of the Planning Scheme; and
  - (b) to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

## THE PARTIES AGREE

### 1. DEFINITIONS

In this Agreement unless expressed or implied to the contrary:

"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;

"approved" means approved by Council;

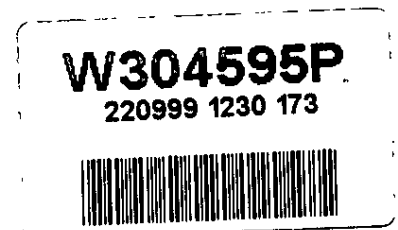
"Arterial Road Development Contribution" means the amount of \$510 (as at October 1998) indexed in accordance with this Agreement (unless otherwise provided for by an approved development contributions plan).

"CPI" means the Consumer Price Index - All Groups Melbourne or if this Index is not available, such other index that represents the rise in the cost of living in Melbourne, as Council may reasonably determine;

"Current CPI" means the CPI number for the quarter ending immediately prior to the date on which the adjustment is to be made.

"Previous CPI" means the CPI number for the quarter ending immediately before the last date when the Arterial Road Development Contribution was reviewed or adjusted except that for the first adjustment after this Agreement is executed, the Previous CPI means the CPI for the quarter immediately before the date of this Agreement;

"development" includes subdivision;





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3.

**"Development Contributions Plan"** means any approved development contributions plan incorporated into the Planning Scheme;

**"Development Plan"** means the plan for the development and use of the Subject Land prepared and approved in accordance with the Planning Scheme;

**"lot"** means any lot over which this Agreement is registered;

**"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;

**"Owners"** means the person or persons from time to time registered or entitled to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple in the Subject Land or any part of the Subject Land (such as a lot) and includes a Mortgagee-in-possession;

**"party"** means a reference to the Owner or Council as appropriate;

**"planning approval"** means and includes any other planning permit issued in accordance with the Act;

**"Plan of Subdivision"** means the Plan of Subdivision that will be registered by the Land Titles Office in respect of the Subject Land;

**"Planning Scheme"** means the Maribyrnong Planning Scheme and any other planning scheme that applies in relation to the Subject Land.

**"Subject Land"** means the land formerly known as the CSIRO Land, Chicago Street, Maribyrnong, and more particularly described in Certificate of Title Volume 10186 Folio 320. Any reference to the Subject Land in this Agreement will include a reference to any lot created by the subdivision of the Subject Land or any part of it.

## 2. COMMENCEMENT OF AGREEMENT

This Agreement commences from the date of this Agreement.

## 3. SPECIFIC OBLIGATIONS OF OWNERS

The Owners agree that:

### 3.1 Payment of Arterial Road Development Contribution

prior to the issue of a Statement of Compliance in respect of the first stage of the subdivision of the Subject Land, the Owners must pay the Arterial Road Development Contribution in respect of each lot to be created by the subdivision of the Subject Land to Council;

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4.

*[NOTE: This clause is only relevant to the developer of the land. The amount of the Arterial Road Development Contribution is calculated at the rate of \$510 per net new dwelling.]*

**3.2 Arterial Road Development Contribution accrues interest until paid**

if, for any reason, the Arterial Road Development Contribution is not paid by the time a Statement of Compliance is issued, the amount required to be paid will accrue interest at the rate being the rate prescribed under section 227A of the *Local Government Act 1989* until it is paid;

**3.3 Arterial Road Development Contribution remain a debt until paid**

the Arterial Road Development Contribution and any interest which accrues will be a debt due by the Owners to Council until paid.

**4. ADJUSTMENT OF ARTERIAL ROAD DEVELOPMENT CONTRIBUTION**

4.1 While this Agreement is in operation the Arterial Road Development Contribution will be adjusted quarterly.

4.2 The Arterial Road Development Contribution will be adjusted quarterly in proportion to any change in the CPI between the Previous CPI and the Current CPI.

**5. SPECIFIC OBLIGATIONS OF COUNCIL**

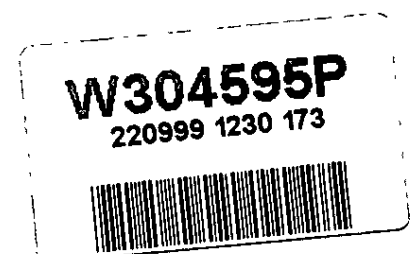
Council agrees that:

5.1 the amount of all Arterial Road Development Contributions and any interest which may accrue to them must be paid into an account established for the receipt of such moneys.

5.2 the amount of all Arterial Road Development Contributions (and any interest which may accrue to them) received in respect of the Subject Land will be used for the purpose set out in Schedule 1 to this Agreement or for such other purpose as Council may determine provided that:

5.2.1 such other purpose is consistent with Development Contribution Plan No. 5 of Council dated 6 November 1997; and

5.2.2 the purpose of the proposed expenditure bears a direct relationship to the development of the Subject Land to the satisfaction of Council.



5.



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## 6. GENERAL OBLIGATIONS OF OWNERS

### 6.1 Notice

The Owners agree that they will bring this Agreement to the attention of all prospective purchasers, mortgagees, transferees and assigns.

### 6.2 Compliance

The Owners agree to take all necessary steps to comply with the obligations of each clause in this Agreement.

### 6.3 Registration

The Owners agree to:

6.3.1 consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the folio of the Register which relates to the subject land in accordance with Section 181 of the Act; and

6.3.2 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.

### 6.4 Mortgagee to be Bound

The Owners agree to obtain the consent of any mortgagee to be bound by the covenants in this Agreement if the mortgagee becomes mortgagee in possession of the Subject Land.

### 6.5 Council's Costs to be Paid

The Owners agree to pay immediately on demand to Council Council's reasonable costs and expenses (including legal expenses) incidental to the preparation, drafting, finalisation, engrossment, execution and registration of this Agreement which (until paid) are and remain a debt due to Council.

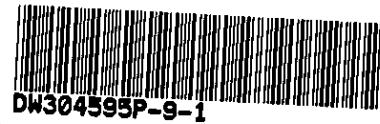
## 7. AGREEMENT UNDER SECTION 173 OF THE ACT

Council and the Owners agree that without limiting or restricting their respective powers to enter into this Agreement and insofar as it can be so treated, this Agreement is made pursuant to section 173 of the Act.

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6.

8. **OWNERS' WARRANTIES**

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

9. **SUCCESSORS IN TITLE**

Without limiting the operation or effect of this Agreement, the Owners must ensure that, until this Agreement is recorded on the folio of the register which relates to the Subject Land, the Owners' successors in title will:

- 9.1 give effect to, do all acts and sign all documents requiring those successors to give effect to this Agreement; and
- 9.2 execute a deed agreeing to be bound by this Agreement.

10. **GENERAL**

10.1 **Further Assurance**

Each party must promptly execute and deliver all documents and take all other action necessary or desirable to effect, perfect or complete the transactions contemplated by this Agreement.

10.2 **No Waiver**

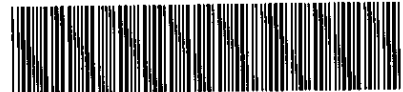
Any time or other indulgence granted by Council to the Owners or any variation of the terms and conditions of this Agreement or any judgment or order obtained by Council against the Owners will not in any way amount to a waiver of any of the rights or remedies of Council in relation to the terms of this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

10.3 **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 remain operative.

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7.

#### 10.4 No Fettering of Council's Powers

This Agreement does not fetter or restrict the power or discretion of Council to make or impose requirements or conditions in connection with any use or development of the subject land or the granting of any planning approval, the approval or certification of any plans of subdivision or consolidation applicable to the Subject Land or the issue of a Statement of compliance in connection with any such plans.

### 11. ENDING OF AGREEMENT

This Agreement ends in respect of a lot when:

- 11.1 the Arterial Road Development Contribution has been paid; and
- 11.2 any other obligations have been carried out to the satisfaction of Council upon which it must, if required by the Owner provide a letter to the Owner stating that the Owners have complied with all of the obligations under this Agreement.

### 12. REMOVAL OF REGISTRATION WHEN AGREEMENT ENDS

Council agrees that on the ending of this Agreement in relation to a lot or any stage of the subdivision of the Subject Land, Council will give the Owners a signed application under section 183 of the Act ("the section 183 notice") in respect of the lot if the Owners:

- 12.1 ask Council to do so;
- 12.2 provide a section 183 notice in a form ready for execution by Council or alternatively provides Council with the information necessary to prepare a section 183 notice; and
- 12.3 pay an administration fee of \$59.

### 13. NOTICES

#### 13.1 Service of Notice

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

- 13.1.1 personally on the party; or

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8.

- 13.1.2 by sending it by pre-paid post, addressed to that party at the address for service specified in this document or subsequently notified to each party; or
- 13.1.3 by facsimile to the person's number for service specified in this document or subsequently notified to each party.

### 13.2 Time of Service

A notice or other communication is deemed served;

- 13.2.1 if served personally, upon service;
- 13.2.2 if posted within Australia to an Australian address, two business days after posting and in any other case, seven business days after posting; or
- 13.2.3 if served by facsimile, at the time indicated on the transmission report produced by the sender's facsimile machine indicating that the facsimile was sent in its entirety to the addressee's facsimile;
- 13.2.4 if received after 6.00 pm in the place of receipt or on a day which is not a business day, at 9.00 am on the next business day.

## 14. INTERPRETATION

In this Agreement, unless expressed or implied to the contrary:

- 14.1 undefined terms or words have the meanings given in the Act or the Scheme;
- 14.2 the singular includes the plural and the plural includes the singular;
- 14.3 a reference to a gender includes a reference to the other genders;
- 14.4 a reference to a person includes a reference to a firm, corporation or other corporate body;
- 14.5 if a party consists of more than one person this Agreement binds them jointly and each of them severally;
- 14.6 a reference to a "planning scheme" or "the Scheme" includes any amendment, consolidation, or replacement of such scheme and any document incorporated by reference into such scheme;

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220999 1230 173





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9.

- 14.7 a reference to a statute includes any statutes amending, consolidating or replacing those statutes and any regulations made under the statutes;
- 14.8 where, in this Agreement, Council may exercise any power, duty or function, that power may be exercised on behalf of Council by an authorised or delegated officer;
- 14.9 all headings are for ease of reference only and do not affect the interpretation of this Agreement;
- 14.10 the Recitals to this Agreement form part of this Agreement.

**EXECUTED** by the parties on the date set out at the commencement of this Agreement.

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10.



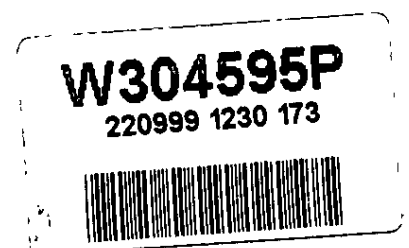
## SCHEDULE 1

### EXPENDITURE OF ARTERIAL ROADS DEVELOPMENT CONTRIBUTION

The arterial road works are as follows:

- the installation and construction of the traffic signals and associated works at the intersection of Randall Street and Raleigh Road, Maribyrnong.

The said works will be carried out by Council or its contractors at or about the time of the issue of a Statement of Compliance in respect of the final stage of the subdivision of the Subject Land and the issue of a Statement of compliance in respect of the final stage of the subdivision of the land being the Riverview Estate *and* upon payment in full of the contributions in relation to the Subject Land due under this Agreement and the payments due under the section 173 agreement in relation to Riverview Estate or at such other time as the Council and the Owner who paid the Arterial Roads Development Contribution agree.





**11.**

**THE COMMON SEAL of MARIBYRNONG CITY COUNCIL** was hereunto affixed in the presence of:



CLAUDE BAXTER  
MANAGER INTERNAL SERVICES

**Group Manager, Corporate Services**



**THE COMMON SEAL of VULPERA PROPERTIES PTY LTD ACN 002 995 235** was affixed in the presence of authorised persons:

*[Signature]*

Paul Marks:

1.51. Keayang rd N: Cambell St

.....

George B. L. H.

50 ~~keeping~~ Rosemont and  
Cawthra d N

**THE COMMON SEAL of PRIME EQUITY GROUP PTY LTD ACN 056 528 459** was affixed in the presence of authorised persons:

.....

DANIEL MATRUGLIO...

1 WILLARD COURT LALOR

SOLE DIRECTOR.....

)  
)  
)  
)



Director

Full name

Usual address

~~Director~~ (or Company Secretary)

Full name

Usual address

)  
)  
)  
)



Director

Full name

Usual address

Director (or Company Secretary)

Full name

Usual address

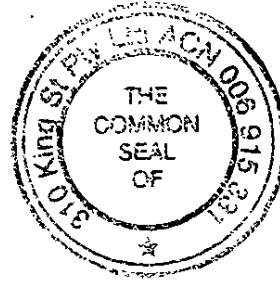
**W304595P**

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**12.**

**THE COMMON SEAL** of **310 KING STREET PTY LTD** ACN 006 915 331 was affixed in the presence of authorised persons:



.....Prekasha.....

Director

... JOSEF. PIEKARSKI ...

Full name

16/225 ORRONG RD. EAST ST. KILDA

Usual address

A. Pexari.

Director (or Company Secretary)

...ANNA PIEFARSKI.....

Full name

16/225 ORRONG RD. EAST ST. KILDA. Usual address

### Mortgagee's Consent

ANZ Banking Group Ltd as Mortgagee under Instrument of Mortgage No. U912785F dated 6 August 1997 which encumbers the subject land consents to the Owners entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement.

Please register this plan and on completion issue all Titles except, those applicable to the local municipality to Australia and New Zealand Banking Group Limited.

**Australia and New Zealand Banking Group Ltd.**

Manager

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DW304595P-15-0

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Form 13



**W304596L**

220999 1230 173



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:** Maddock Lonie & Chisholm  
**Phone:** 9288 0555  
**Address:** 140 William Street, Melbourne 3000 or DX 259 Melbourne  
**Ref:** TGM:535914 **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 10186 Folio 320~~ **CERTIFICATES OF TITLE VOL. 10475-873 TO 808 (INCL.)**  
**10476-144 TO 163 (INCL.) 10476-502 TO 517 (INCL.)**  
**VOL. 10477-214 TO 242 (INCL.), 10477-270 TO 304 (INCL.)**

Authority: Maribyrnong City Council of Municipal Offices, Napier Street, Footscray

*DS*  
**27/2/2000**

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:

*AD. Lang*

Name of officer:

*ADRIAN CHISHOLM*

Office held:

*Team Planner*

Date:

*21.9.99*

{/PL3}

*DS*  
**27.2.2000**



**DW304596L-1-5**

# Maddock Lonie & Chisholm

LAWYERS



DATED

1999

## MARIBYRNONG CITY COUNCIL

- and -

VULPERA PROPERTIES PTY LTD ACN 002 995 235  
PRIME EQUITY GROUP PTY LTD ACN 056 528 459  
310 KING STREET PTY LTD ACN 006 915 331

## OPEN SPACE SECTION 173 AGREEMENT

Subject Land: Land formerly known as the CSIRO Land,  
Chicago Street, Maribyrnong



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220999 1230 173



A MEMBER OF  
**adv** asia

ADELAIDE, COLOMBO, DUBAI, HONG KONG, JAKARTA, KUALA LUMPUR,  
MANILA, MELBOURNE, MUMBAI, NEW DELHI, SINGAPORE, SYDNEY

140 WILLIAM STREET, MELBOURNE, VICTORIA, 3000  
EMAIL: [info@maddocks.com.au](mailto:info@maddocks.com.au)  
TELEPHONE: (03) 9288 0555  
FACSIMILE: (03) 9288 0666  
DX 259 MELBOURNE  
OUR REF: TGM:535914

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220999 1230 173



# **PLANNING AND ENVIRONMENT ACT 1987**

## **SECTION 173 AGREEMENT**

**THIS AGREEMENT** is made on

1999

**BETWEEN**

**MARIBYRNONG CITY COUNCIL**

of Municipal Offices, Napier Street, Footscray 3012 Victoria

("Council")

**AND**

**VULPERA PROPERTIES PTY LTD ACN 002 995 235** of 50 Rosemont  
Avenue Caulfield 3161

and

**PRIME EQUITY GROUP PTY LTD ACN 056 528 459** of 1 Willard  
Court Lalor 3075

and

**310 KING STREET PTY LTD ACN 006 915 331** of 16/225 Orrong Road  
East St Kilda 3182 Victoria

### **INTRODUCTION**

- A. The three companies named in the heading to this Agreement are currently the registered proprietors of the Subject land and the Owners of that Land.
- B. Council is the Responsible Authority pursuant to the Act for the Scheme.
- C. This Agreement is entered into pursuant to clause 132-8 of the Planning Scheme which provides:

#### **"132-8 Open space agreement**

Prior to the commencement of any development the owner of the land must enter into an agreement with the Responsible Authority under section 173 of the *Planning & Environment Act 1987* for:

- o the provision of landscaping of regional and local open space including flood prone land and the treatment of drainage and settlement ponds;

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DW304396L-5-4

2.

- an open space contribution of up to 5% in accordance with section 18(1) of the *Subdivision Act* 1988 of land or land value."

- D. As at the date of this Agreement, the Subject Land is encumbered by mortgage No. U912785F in favour of the Mortgagee. The Mortgagee has consented to the Owners entering into this Agreement with respect to the Subject Land.
- E. The parties enter this Agreement:
  - (a) to give effect to the requirements of the Planning Scheme; and
  - (b) to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.
- F. Council and the Owners have agreed that without limiting or restricting their respective powers to enter into this Agreement and insofar as it can be so treated, this Agreement is made pursuant to section 173 of the Act.

## THE PARTIES AGREE

### 1. DEFINITIONS

In this Agreement unless expressed or implied to the contrary:

"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;

"approved" means approved by Council;

"development" includes subdivision;

"Development Plan" means the plan for the development and use of the Subject Land prepared and approved in accordance with the Planning Scheme;

"Landscape Plan" means the Landscape Plan prepared in accordance with clause 4 of this Agreement, pursuant to clause 132-8 of the Planning Scheme;

"Landscape Works" means the Landscape Works carried out in accordance with the Landscape Plan;

"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;

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3.

**"Owners"** means the person or persons from time to time registered or entitled to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple in the Subject Land or any part of it (such as a lot) and includes a Mortgagee-in-possession;

**"party"** means a reference to the Owner or Council as appropriate;

**"planning approval"** means and includes any planning permit issued in accordance with the Act in respect of the Subject Land;

**"Plan of Subdivision"** means the Plan of Subdivision that will be registered by the Land Titles Office pursuant to a planning approval for the Subject Land;

**"Planning Scheme"** means the Maribyrnong Planning Scheme and any other planning scheme which applies to the Subject Land;

**"Public Open Space"** means any land shown on the Development Plan or Plan of Subdivision for the purpose of public open space or recreation reserve, and includes floodway management areas and north-west sewer easement surrounds; and

**"Subject Land"** means the land formerly known as the CSIRO Land, Chicago Street, Maribyrnong, and more particularly described in Certificate of Title Volume 10186 Folio 320 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.

## 2. COMMENCEMENT OF AGREEMENT

This Agreement commences from the date of this Agreement.

## 3. VESTING OF LAND

The Owners agree that all Public Open Space must be shown on the Plan of Subdivision as a reserve for municipal purposes so that upon the registration of the Plan of Subdivision, the Public Open Space vests in Council by operation of the *Subdivision Act 1988*.

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4.

#### 4. OWNERS' OBLIGATIONS IN RELATION TO OPEN SPACE

The Owners must:

- 4.1 contribute 5% of the Subject Land for open space; or
- 4.2 pay 5% of the site value of the Subject Land as an open space contribution; or
- 4.3 do a combination of 4.1 and 4.2 so that the total percentage required under 4.1 and 4.2 is equivalent to not less than 5% of the site value of all of the Subject Land -

in accordance with section 18(1) of the *Subdivision Act* 1988.

#### 5. OWNERS' OBLIGATIONS IN RELATION TO LANDSCAPING

- 5.1 The Owners shall cause a Landscape Plan to be prepared to the satisfaction of Council, by a qualified landscape architect who is either a member of the Australian Institute of Landscape Architects or eligible for membership and approved by Council. The Landscape Plan must address each area of Public Open Space shown on the Development Plan and/or the Plan of Subdivision.
- 5.2 In preparing the Landscape Plan, the Owners must take into account, among other things:
  - (a) the intended purpose of each area of land to be landscaped; and
  - (b) the interface between Public Open Space and adjoining lots, including the possible impact of any associated works.
- 5.3 The Owners agree that the landscaping depicted in the Landscape Plan ("the Landscape Works") must be completed to the satisfaction of Council, within 180 days of the date on which a Statement of Compliance has been issued in respect of the Plan of Subdivision in which the area to be landscaped is located.
- 5.4 For better securing compliance with clause 5 and clause 6.5 of this Agreement, the Owner must prior to the issue of a Statement of Compliance lodge with Council a bank guarantee or other suitable security (referred to as the "guarantee") to the satisfaction of the Chief Executive Officer of the Council equivalent to an amount estimated by Council to be the value of completing the landscape works and the planting of the street trees then outstanding plus 25%.

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5.

- 5.5 The guarantee shall be security for the due, prompt and proper observance and performance by the Owner of the Owner's obligations pursuant to clause 5 and clause 6.5 of this Agreement.
- 5.6 Subject to the obligations of the Owner to which the guarantee relates being completely satisfied or any deductions from such guarantee being made by Council to fulfil the Owner's obligations under this Agreement, Council will return the guarantee (or balance remaining as the case may be) to the Owner.

## 6. FURTHER OBLIGATIONS OF THE OWNERS

The Owners further agree that they will:

### 6.1 Design of final surfaces

ensure that the surface of every recreation reserve shown on the Plan of Subdivision and the Development Plan is designed and developed in such a way that it is:

- 6.1.1 self draining;
- 6.1.2 free from surface rock;
- 6.1.3 stabilised with uniform grass cover; and
- 6.1.4 capable of ongoing maintenance by conventional mowing equipment -

to the satisfaction of Council;

### 6.2 Drainage

develop a drainage system (including implementing measures for preventing litter from entering the drainage system) to the satisfaction of Council and Melbourne Water;

### 6.3 Fencing

ensure that any fencing erected on a common boundary between a lot and any Public Open Space is:

- 6.3.1 designed to the satisfaction of Council;
- 6.3.2 erected prior to the occupancy of any dwelling situated on such lots;

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**6.**

**6.4 Street tree planting schedule**

no later than the date for lodging plans and specifications for engineering works, submit for approval by Council, a street tree planting schedule and/or plan outlining all proposed street tree species to be planted on the Subject Land;

**6.5 Planting of trees**

plant all street trees at an appropriate time to be determined by Council, in accordance with the schedule prepared pursuant to clause 6.4 of this Agreement, and to the satisfaction of Council; and

**6.6 White Cypress Pine and other trees**

not remove or prune any of the White Cypress Pine trees (*callitris columellaris*) situated on the Subject Land or any mature trees existing at the date of this Agreement without the prior written consent of Council.

**7. OTHER RESTRICTIONS ON TREE REMOVAL**

The Owners further agree:

**7.1** if, contrary to this Agreement, any White Cypress Pine trees (*callitris columellaris*) are:

- o removed; or
- o damaged so that they are unlikely to survive or need to be removed because of safety considerations -

Council may, by notice in writing, require the Owners, at the Owners' cost, to implement a program to collect seeds from White Cypress Pine trees (*callitris columellaris*) situated on the Subject Land and propagate them for planting in a municipal reserve on the Subject Land or in such other location to the satisfaction of Council; and

**7.2** if, Council and the owner agree that any White Cypress Pine tree should be removed and transplanted in a new location on the Subject Land then the Owner must remove the tree to the new location using established arboricultural practices.

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7.

8. **GENERAL OBLIGATIONS OF OWNERS**

8.1 **Notice**

The Owners agree that they will bring this Agreement to the attention of all prospective purchasers, mortgagees, transferees and assigns.

8.2 **Compliance**

The Owners agree to take all necessary steps to comply with the obligations of each clause in this Agreement.

8.3 **Registration**

The Owners agree to:

8.3.1 consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the folio of the Register which relates to the subject land in accordance with Section 181 of the Act; and

8.3.2 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.

8.4 **Mortgagee to be Bound**

The Owners agree to obtain the consent of any mortgagee to be bound by the covenants in this Agreement if the mortgagee becomes mortgagee in possession of the Subject Land.

8.5 **Council's Costs to be Paid**

The Owners agree to pay immediately on demand to Council Council's reasonable costs and expenses (including legal expenses) incidental to the preparation, drafting, finalisation, engrossment, execution and registration of this Agreement which until paid, will remain a debt due to Council.

9. **AGREEMENT UNDER SECTION 173 OF THE ACT**

Council and the Owners agree that without limiting or restricting their respective powers to enter into this Agreement and insofar as it can be so treated, this Agreement is made pursuant to section 173 of the Act.

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8.

10. **OWNERS' WARRANTIES**

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

11. **SUCCESSORS IN TITLE**

Without limiting the operation or effect of this Agreement, the Owners must ensure that, until this Agreement is recorded on the folio of the register which relates to the Subject Land, the Owners' successors in title will:

- 11.1 give effect to, do all acts and sign all documents requiring those successors to give effect to this Agreement; and
- 11.2 execute a deed agreeing to be bound by this Agreement.

12. **GENERAL**

12.1 **Further Assurance**

Each party must promptly execute and deliver all documents and take all other action necessary or desirable to effect, perfect or complete the transactions contemplated by this Agreement.

12.2 **No Waiver**

Any time or other indulgence granted by Council to the Owners or any variation of the terms and conditions of this Agreement or any judgment or order obtained by Council against the Owners 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.

12.3 **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 remain operative.

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9.

#### 12.4 No Fettering of Council's Powers

This Agreement does not fetter or restrict the power or discretion of Council to make or impose requirements or conditions in connection with any use or development of the subject land or the granting of any planning approval, the approval or certification of any plans of subdivision or consolidation applicable to the Subject Land or the issue of a Statement of compliance in connection with any such plans.

### 13. ENDING OF AGREEMENT

13.1 This Agreement ends when the obligations on the Owner have been completed to the satisfaction of Council upon which it must, if required by the Owner, issue letter stating that the obligations have been completed.

13.2 As soon as reasonably practicable after the Agreement has ended, Council will, at the request and at the cost of the Owners, make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the Register.

### 14. NOTICES

#### 14.1 Service of Notice

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

14.1.1 personally on the party; or

14.1.2 by sending it by pre-paid post, addressed to that party at the address for service specified in this document or subsequently notified to each party; or

14.1.3 by facsimile to the person's number for service specified in this document or subsequently notified to each party.

#### 14.2 Time of Service

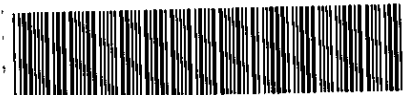
A notice or other communication is deemed served;

14.2.1 if served personally, upon service;

14.2.2 if posted within Australia to an Australian address, two business days after posting and in any other case, seven business days after posting; or

**W304596L**  
220999 1230 173





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**10.**

- 14.2.3 if served by facsimile, at the time indicated on the transmission report produced by the sender's facsimile machine indicating that the facsimile was sent in its entirety to the addressee's facsimile;
- 14.2.4 if received after 6.00 pm in the place of receipt or on a day which is not a business day, at 9.00 am on the next business day.

**15. INTERPRETATION**

In this Agreement, unless expressed or implied to the contrary:

- 15.1 undefined terms or words have the meanings given in the Act or the Scheme;
- 15.2 the singular includes the plural and the plural includes the singular;
- 15.3 a reference to a gender includes a reference to the other genders;
- 15.4 a reference to a person includes a reference to a firm, corporation or other corporate body;
- 15.5 if a party consists of more than one person this Agreement binds them jointly and each of them severally;
- 15.6 a reference to a "planning scheme" or "the Scheme" includes any amendment, consolidation, or replacement of such scheme and any document incorporated by reference into such scheme;
- 15.7 a reference to a statute includes any statutes amending, consolidating or replacing those statutes and any regulations made under the statutes;
- 15.8 where, in this Agreement, Council may exercise any power, duty or function, that power may be exercised on behalf of Council by an authorised or delegated officer;
- 15.9 all headings are for ease of reference only and do not affect the interpretation of this Agreement;
- 15.10 the Recitals to this Agreement form part of this Agreement.

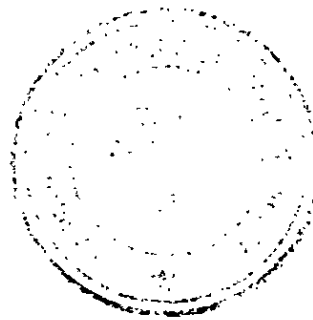
**EXECUTED** by the parties on the date set out at the commencement of this Agreement.

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11.

**THE COMMON SEAL of MARIBYRNONG CITY COUNCIL** was hereunto affixed in the presence of:



*[Signature]*

Group Manager, Corporate Services

**CLAUDE BAXTER**  
MANAGER INTERNAL SERVICES

**THE COMMON SEAL of VULPERA PROPERTIES PTY LTD** ACN 002 995 235 was affixed in the presence of authorised persons:



*[Signature]* ..... Director

**PAUL MARKS** ..... Full name

**151 ROOYONG RD CAULFIELD NTM** ..... Usual address

*[Signature]* ..... Director (or Company Secretary)

**GEORGE BLAU** ..... Full name

**50 ROSEMONT AVE CAULFIELD** ..... Usual address

**THE COMMON SEAL of PRIME EQUITY GROUP PTY LTD** ACN 056 528 459 was affixed in the presence of authorised persons:



*[Signature]* ..... Director

**DANIEL MATRUKLIO** ..... Full name

**1 WILLARD COURT LTLW** ..... Usual address

**SOLE DIRECTOR** ..... Director (or Company Secretary)

..... Full name

..... Usual address

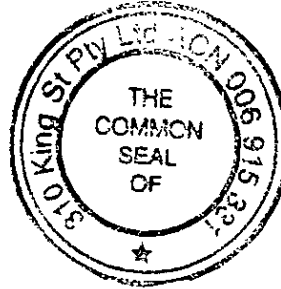
**W304596L**  
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12.

THE COMMON SEAL of 310 KING  
STREET PTY LTD ACN 006 915 331  
was affixed in the presence of authorised  
persons:



*[Signature]*

Director

JOSEF PIEKARSKI

Full name

16/225 ORRONG RD EAST ST KILDA

Usual address

*[Signature]*

Director (or Company Secretary)

ANNA PIEKARSKI

Full name

16/225 ORRONG ROAD EAST ST KILDA

Usual address

### MORTGAGEE CONSENT

ANZ Banking Group Ltd as Mortgagee under Instrument of Mortgage No. U912785F dated 6 August 1997 which encumbers the subject land consents to the Owners entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement.

..... please register this plan and all other information  
is and all Titles except those applicable to  
the local municipality to Australia and New Zealand  
Banking Group Limited.

Australia and New Zealand Banking Group Ltd.

*[Signature]*  
Manager

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DW304596L-15-2

# Imaged Document Cover Sheet

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# TRANSFER OF LAND

Section 45 Transfer of Land Act 1958

Lodged by:

Name: AGC Ltd

Address: 1012 277 William St Melbourne

Phone: (03) 86268420

Ref: Securities

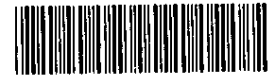
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**W521462E**

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T2  
fice



MADE AVAILABLE / CHANGE CONTROL

Land Titles Office Use Only

CT

AGC LTD

The Transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed

- together with any easements created by this transfer;
- subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer; and
- subject to any easements reserved by this transfer or restrictive covenant contained or covenant created pursuant to statute and included in this transfer.

Land: (volume and folio reference)

Certificates of Title Volume 10477 Folio 235,

Estate and Interest: (e.g. "all my estate in fee simple")

**ALL MY ESTATE IN FEE SIMPLE**



W521462E-1-1

Consideration:

**\$132,000.00**

Transferor: (full name)

**VULPERA PROPERTIES PTY. LTD. A.C.N. 002 995 235, 310 KING STREET PTY. LTD. A.C.N. 006 915 331 & PRIME EQUITY GROUP PTY. LTD. A.C.N. 056 528 459 .**

Transferee: (full name and address including postcode)

**RENJO PTY. LTD. A.C.N. 005 736 578  
of 8 Jacka Street, Essendon 3040**

Directing Party: (full name)

**Not Applicable**

Creation and/or Reservation and/or Covenant:

AND the said Transferee with the intent that the benefit of the covenant shall be attached to and run at law and in equity with each lot on Plan of Subdivision No PS422773N other than the lot hereby transferred to do hereby for ourselves our heirs, executors, administrators, transferees, the registered proprietor or proprietors for the time being of the land hereby transferred and as a separate covenant, covenant with the said Transferors and the other registered proprietor or proprietors for the time being of each and every lot on the said Plan of Subdivision other than the lot hereby transferred that the Transferee will not erect or permit to be or remain erected on the land hereby transferred:

- (a) any dwelling house other than a single dwelling house having a floor area of not less than 190 square metres within the outer walls thereof and exclusive of the area of any garage, carport

Continued on T2 Page 2

Approval No. 1205994A

ORDER TO REGISTER

Please register and issue title to

STAMP DUTY USE ONLY

**T2**



**ROTMAN & MORRIS**

**1505•L**

Signed

*[Signature]*

lodging

party

Cust. Code:

Original Transfer of Land  
Stamped with: \$3,580.00  
Trn:661231 11-JAN-2000  
Stamp Duty Victoria, RXNO

THE BACK OF THIS FORM MUST NOT BE USED

0087.2.2000





- porch, pergola and other usual outbuildings or external area;
- (b) any dwelling house garage or outbuilding other than a dwelling house garage or outbuilding having external walls of brick, stone, concrete, glass or timber or any combination thereof provided that;
- (i) no building shall have any external walls solely of timber;
  - (ii) the proportion of external walls constructed of timber shall not exceed 30 per centum of such external walls;
  - (iii) nothing contained in this proviso shall be construed so as to preclude or restrict the use of timber in the inner framework of any external wall;

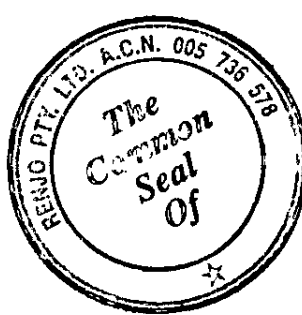
And these conditions and each of them shall be included in the Transfer to the Transferee as restrictive covenants to run with the land and to be noted on any Certificate of Title to be issued.



Dated: 21<sup>st</sup> December 1999.

Execution and attestation

 THE COMMON SEAL of RENJO PTY. LTD. was hereunto  
affixed in accordance with its Articles of Association in the  
presence of: the authorised person  )  
 )  
 AND SOLE  
Sole Director/Secretary..... CHARLES JOHN  
Essendon..... CHARLIE STORNO of 8 Jacka Street,





Approval No. 1205994A

T2 Page 2



THE BACK OF THIS FORM MUST NOT BE USED

# ANNEXURE PAGE

Transfer of Land Act 1958

Approved Form A1  
Victorian Land Titles Office

This is page 3 of Approved Form T2 dated 21-12-99 between  
Wipera Properties Pty. Ltd. 310 King Street Pty. Ltd. Prime Equity Group  
Signatures of the parties Pty. Ltd. (as transferors) and Kenjo Pty. Ltd. (as transferee)

## Panel Heading

SIGNED by VULPERA PROPERTIES PTY LTD  
ACN 002 995 235 by its Attorney ALAN DAVID  
ROTMAN pursuant to Power of Attorney made  
11th May 1998 in the presence of:

SIGNED by 310 KING STREET PTY LTD  
ACN 006 915 331 by its Attorney ALAN DAVID  
ROTMAN pursuant to Power of Attorney made  
11th May 1998 in the presence of:

SIGNED by PRIME EQUITY GROUP PTY LTD  
ACN 056 528 459 by its Attorney ALAN DAVID  
ROTMAN pursuant to Power of Attorney made  
11th May 1998 in the presence of:



Approval No. 571987L

# A1



1. If there is insufficient space to accommodate the required information in a panel of the *Approved Form* insert the words "See Annexure Page 2" (or as the case may be) and enter all the information on the Annexure Page under the appropriate panel heading. **THE BACK OF THE ANNEXURE PAGE IS NOT TO BE USED.**
2. If multiple copies of a mortgage are lodged, original Annexure Pages must be attached to each.
3. The Annexure Pages must be properly identified and signed by the parties to the *Approved Form* to which it is annexed.
4. All pages must be attached together by being stapled in the top left corner.