

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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

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

VOLUME 12141 FOLIO 517

Security no : 124092696819R
Produced 27/09/2021 12:25 PM

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 823198L.
PARENT TITLE Volume 09201 Folio 988
Created by instrument PS823198L 13/08/2019

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
2 BOND STREET NOMINEES PTY LTD of 19 ILLAWARRA ROAD HAWTHORN VIC 3122
PS823198L 13/08/2019

ENCUMBRANCES, CAVEATS AND NOTICES

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

AGREEMENT Section 173 Planning and Environment Act 1987
AU647640H 02/08/2021

DIAGRAM LOCATION

SEE PS823198L FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER	AGREEMENT	STATUS	DATE
AU647640H (E)		Registered	06/08/2021

DOCUMENT END

Delivered from the LANDATA System by GlobalX Terrain Pty Ltd

**ADVERTISED
PLAN**

This copied document to be made available for the sole purpose of enabling its consideration and review as part of a planning process under the Planning and Environment Act 1987. The document must not be used for any purpose which may breach any copyright

PLAN OF SUBDIVISION UNDER SECTION 35 OF THE SUBDIVISION ACT 1988	EDITION 1	PS823198L
--	-----------	-----------

<p>LOCATION OF LAND</p> <p>PARISH: LYNDHURST</p> <p>TOWNSHIP: —</p> <p>SECTION: —</p> <p>CROWN ALLOTMENT: —</p> <p>CROWN PORTIONS: 6(PART)</p> <p>TITLE REFERENCE: VOL. 9201 FOL. 988</p> <p>LAST PLAN REFERENCE: PS823205S (LOT 1)</p> <p>POSTAL ADDRESS: 280 EVANS ROAD, (at time of subdivision) CRANBOURNE WEST 3977</p> <p>MGA94 CO-ORDINATES: E: 347345 ZONE: 55 (of approx centre of land in plan) N: 5783430 GDA 94</p>	<p>Council Name: Casey City Council</p> <p>Council Reference Number: SubA00423/18 Planning Permit Reference: N/A SPEAR Reference Number: S130723B</p> <p>This is a plan under section 35 of the Subdivision Act 1988 which does not create any additional lots. This plan is exempt from Part 3 of the Subdivision Act 1988.</p> <p>Certification</p> <p>This plan is certified under section 6 of the Subdivision Act 1988</p> <p>Digitally signed by: Russell Witney for Casey City Council on 22/02/2019</p>
--	--

VESTING OF ROADS AND/OR RESERVES	NOTATIONS				
<p>ROADS AND RESERVES VEST IN THE COUNCIL/BODY/PERSON NAMED WHEN THE APPROPRIATE VESTING DATE IS RECORDED OR TRANSFER REGISTERED. ONLY ROADS AND RESERVES MARKED THUS (%) VEST UPON REGISTRATION OF THIS PLAN.</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:20%;">IDENTIFIER</th> <th style="width:80%;">COUNCIL/BODY/PERSON</th> </tr> <tr> <td style="text-align: center;">ROAD R1</td> <td style="text-align: center;">ROADS CORPORATION</td> </tr> </table>	IDENTIFIER	COUNCIL/BODY/PERSON	ROAD R1	ROADS CORPORATION	<p>ALL THE LAND IS TO BE ACQUIRED FREE FROM ALL ENCUMBRANCES OTHER THAN ANY EASEMENTS SPECIFIED ON THIS PLAN.</p> <p>UNDERLINED DIMENSIONS ARE NOT RESULT OF THIS SURVEY AND HAVE BEEN DERIVED FROM TITLE.</p> <p>LAND TO BE ACQUIRED BY COMPULSORY PROCESS : NIL LAND TO BE ACQUIRED BY AGREEMENT: ROAD R1</p> <div style="text-align: center; font-size: 1.5em; color: red; font-weight: bold; margin-top: 20px;"> ADVERTISED PLAN </div>
IDENTIFIER	COUNCIL/BODY/PERSON				
ROAD R1	ROADS CORPORATION				
NOTATIONS					
<p>DEPTH LIMITATION: DOES NOT APPLY</p> <p>STAGING: This is not a staged subdivision. Planning Permit No.</p> <p>SURVEY: This plan is based on survey and is compiled from Roads Corporation SP23340.</p> <p>This survey has been connected to permanent marks No(s). 230 In Proclaimed Survey Area No. 52</p>					

EASEMENT INFORMATION

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

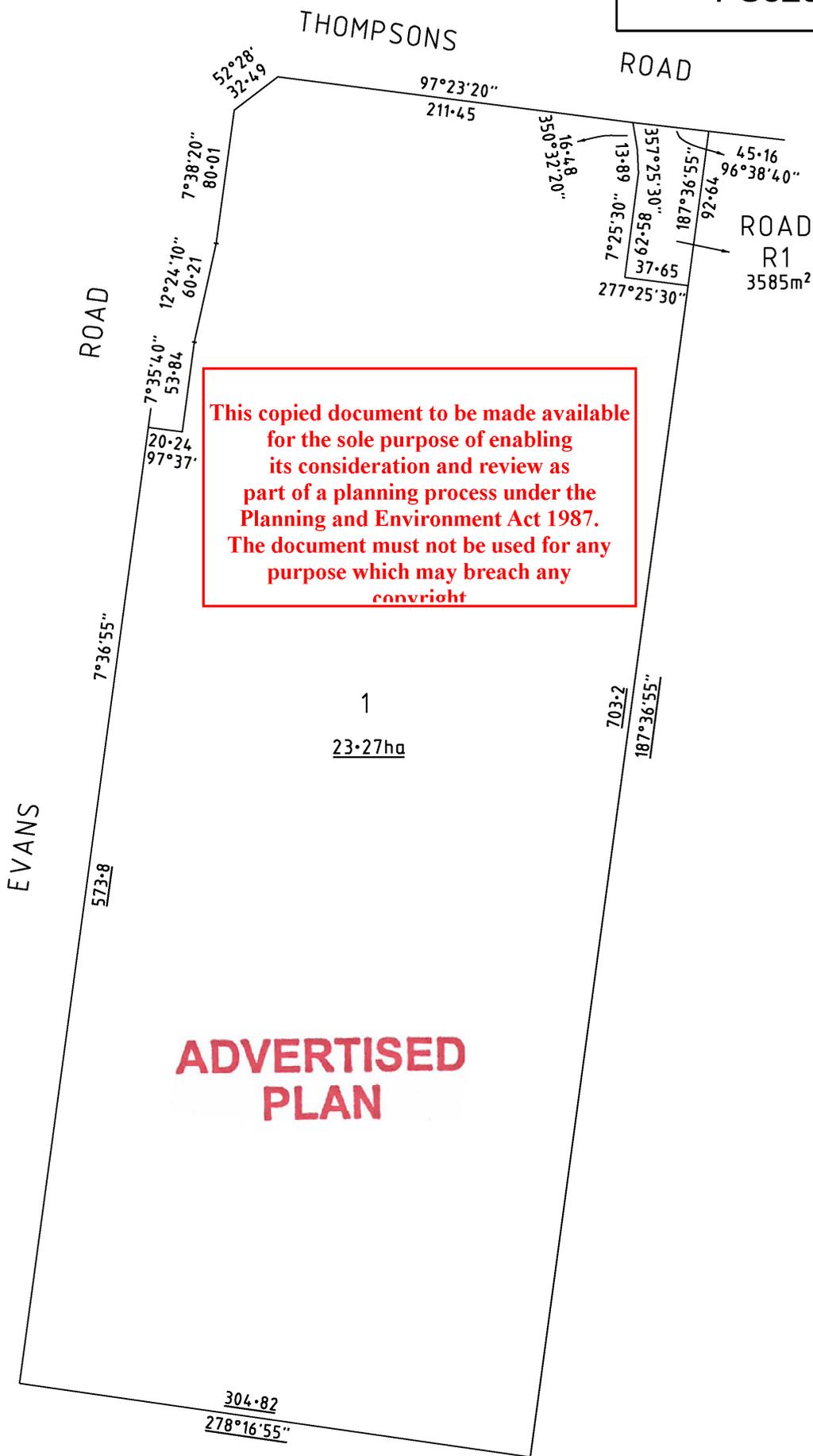
EASEMENTS MARKED (-) ARE EXISTING EASEMENTS.
EASEMENTS MARKED (+) ARE CREATED UPON REGISTRATION OF THIS PLAN.
EASEMENTS MARKED (*) ARE CREATED WHEN THE APPROPRIATE VESTING DATE IS RECORDED OR TRANSFER REGISTERED.
EASEMENTS MARKED (#) ARE REMOVED WHEN THE APPROPRIATE VESTING DATE IS RECORDED OR TRANSFER REGISTERED.

Symbol	Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
*	R1	WAY	SEE DIAG	THIS PLAN	LAND ON THIS PLAN

This copied document to be made available for the sole purpose of enabling its consideration and review as part of a planning process under the Planning and Environment Act 1987. The document must not be used for any purpose which may breach any copyright

ROADS CORPORATION	ROADS CORPORATION REFERENCE: JBN: 29641 SP23340 P53	ORIGINAL SHEET SIZE: A3	SHEET 1 OF 3
<p>Beveridge Williams development & environment consultants Melbourne ph : 03 9524 8888 www.beveridgewilliams.com.au</p>	Digitally signed by: ROGER BRUCE BLAKEMAN, Licensed Surveyor, Surveyor's Plan Version (1), 31/10/2018, SPEAR Ref: S130723B	PLAN REGISTERED TIME: 8.16 DATE: 13/08/2019 Ian R Mcleod Assistant Registrar of Titles	

PS823198L



ROADS CORPORATION Prepared By:	ROADS CORPORATION REF: JBN: 29641 SP23340 P53	SCALE 1 : 2500	25 0 25 50 75 100 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 2
 Beveridge Williams development & environment consultants REF: 1801398 Melbourne ph : 03 9524 8888 www.beveridgewilliams.com.au	Digitally signed by: ROGER BRUCE BLAKEMAN, Licensed Surveyor, Surveyor's Plan Version (1), 31/10/2018, SPEAR Ref: S130723B		Digitally signed by: Casey City Council, 22/02/2019, SPEAR Ref: S130723B		

PS823198L

VESTING DATES & TRANSFER REGISTRATION DATES OF ACQUIRED LAND

Land affected	Land acquired by compulsory process			Land acquired by agreement		LRS reference	Assistant Registrar of Titles Signature
	Vesting date	Government Gazette		Date of recording of vesting	Date of registration of transfer		
		Page	Year				
ROAD R1	_____	_____	_____			AS433131R	IRM

ADVERTISED PLAN

This copied document to be made available for the sole purpose of enabling its consideration and review as part of a planning process under the Planning and Environment Act 1987. The document must not be used for any purpose which may breach any copyright



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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

Produced 13/08/2021 11:38:37 AM

Status	Registered	Dealing Number	AU647640H
Date and Time Lodged	02/08/2021 08:05:54 PM		

Lodger Details

Lodger Code	17223H
Name	MADDOCKS
Address	
Lodger Box	
Phone	
Email	
Reference	MYM:S173LC: 8357298

This copied document to be made available for the sole purpose of enabling its consideration and review as part of a planning process under the Planning and Environment Act 1987. The document must not be used for any purpose which may breach any copyright

APPLICATION TO RECORD AN INSTRUMENT

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

Privacy Collection Statement

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

Estate and/or Interest

FEE SIMPLE

Land Title Reference

12141/517

Instrument and/or legislation

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

Applicant(s)

Name	CASEY CITY COUNCIL
Address	
Property Name	CITY OF CASEY CIVIC CENTRE
Street Number	2
Street Name	PATRICK NORTHEAST
Street Type	DRIVE
Locality	NARRE WARREN
State	VIC
Postcode	3805

**ADVERTISED
PLAN**



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Additional Details

Refer Image Instrument

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

Execution

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

Executed on behalf of	CASEY CITY COUNCIL
Signer Name	KRISTIN RICHARDSON
Signer Organisation	PARTNERS OF MADDOCKS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	02 AUGUST 2021

File Notes:

NIL

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

Statement End.

This copied document to be made available for the sole purpose of enabling its consideration and review as part of a planning process under the Planning and Environment Act 1987. The document must not be used for any purpose which may breach any copyright

**ADVERTISED
PLAN**

Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Victorian Land Registry Services.

Document Type	Instrument
Document Identification	AU647640H
Number of Pages (excluding this cover sheet)	31
Document Assembled	

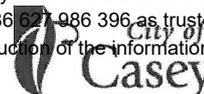
Copyright and disclaimer notice:

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Victorian Land Registry Services Pty. Ltd. ABN 86 627 986 396 as trustee for the Victorian Land Registry Services Trust ABN 83 206 746 897 accept responsibility for any subsequent release, publication or reproduction of the information.

The document is invalid if this cover sheet is removed or altered.

**This copied document to be made available
for the sole purpose of enabling
its consideration and review as
part of a planning process under the
Planning and Environment Act 1987.
The document must not be used for any
purpose which may breach any
copyright**

**ADVERTISED
PLAN**



Date 26 / 07 /2021

Subject Land: 280S Evans Road, Cranbourne West

Casey City Council

and

2 Bond Street Nominees Pty Ltd (ACN 113 960 680)

**This copied document to be made available
for the sole purpose of enabling
its consideration and review as
part of a planning process under the
Planning and Environment Act 1987.
The document must not be used for any
purpose which may breach any
copyright**

Contents

1.	Definitions.....	4
2.	Interpretation	7
3.	Purposes of and reasons for this Agreement.....	7
4.	Agreement required.....	8
5.	Payment of Development Infrastructure Levy	8
6.	Works In Kind – Infrastructure Projects	8
7.	Specific obligations	12
8.	Parties' acknowledgments	13
9.	Acknowledgement by the Parties.....	13
10.	Owner's further obligations	13
11.	Agreement under Section 173 of the Act.....	15
12.	Owner's Warranties.....	15
13.	Successors in title	15
14.	General matters.....	15
15.	GST	16
16.	Dispute Resolution	16
17.	GAIC	17
18.	Foreign resident capital gains withholding.....	17
19.	Commencement of Agreement.....	20
21.	Ending of Agreement.....	20
	Schedule 1.....	22
	Schedule 2.....	23
	Schedule 3.....	25
	Schedule 4.....	26
	Schedule 5.....	28
	Schedule 6.....	29
	Schedule 7.....	30

This copied document to be made available for the sole purpose of enabling its consideration and review as part of a planning process under the Planning and Environment Act 1987. The document must not be used for any purpose which may breach any copyright

**ADVERTISED
PLAN**



Agreement under Section 173 of the Planning and Environment Act 1987

Dated 26 / 07 / 2021

Parties

Name	Casey City Council
Address	Bunjil Place, 2 Patrick Northeast Drive, Victoria
Short name	Council

Name	2 Bond Street Nominees Pty Ltd ACN 113 960 580
Address	Level 20, 181 William Street Melbourne, Victoria
Short name	Owner

This copied document to be made available for the sole purpose of enabling its consideration and review as part of a planning process under the Planning and Environment Act 1987. The document must not be used for any purpose which may breach any copyright

Background

- A. Council is the responsible authority for the Planning Scheme. Council is also the Collecting Agency and the Development Agency under the Development Contributions Plan.
- B. Council enters into this Agreement in its capacity as the responsible authority and in so far as it is able to do so, as the Collecting Agency and the Development Agency
- C. The Owner is or is entitled to be the registered proprietors of the Subject Land.
- D. The Development Contributions Plan applies to the Subject Land. It specifies the development contributions required to be paid by those developing land within the area covered by the Development Contributions Plan.
- E. The Owner has asked Council for permission to -
 - E.1 carry out the Infrastructure Projects;
 - E.2 to vest Land Projects in Council;
 in return for a credit against the Owner's obligation to pay the Development Infrastructure Levy.
- F. Council has agreed to allow the Owner -
 - F.1 to provide the Infrastructure Project; and
 - F.2 vest in Council the Land Projects



in return for a Credit against the Owner's obligation to pay the Development Infrastructure Levy on the terms and conditions set out in this Agreement.

- G. The Owner has also asked Council for permission to vest the Open Space Land in Council.
- H. Council has agreed to allow the Owner to transfer or vest the Open Space Land in Council in return for a credit against the Owner's obligation under clause 52.01 of the Planning Scheme to make the Public Open Space Contribution on the terms and conditions set out in this Agreement.

The Parties agree:

1. Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

Actual Cost of Construction means the actual price of a contract in respect of the delivery of the Infrastructure Project including all project design and investigation and project and program management fees as detailed in the relevant Preliminary Estimate of Development Costs contained in the Development Contributions Plan.

Agreed Land Value means the Agreed Land Value specified in Schedule 3 except that where the area of the Land Project which is actually or vested in Council is less than the area of the Land Project specified in Schedule 3, the Agreed Land Value is to be recalculated by multiplying the area of the Land Project actually or vested in Council by a rate per square which is calculated from the relevant information as set out in Schedule 3.

Agreed Project Value means the amount specified in Schedule 2 or the Actual Costs of Construction, whichever is the lesser or any other amount which has been specifically agreed to in writing by Council.

Agreement means this Deed as amended from time to time.

Approved Plans means the plans and specifications of the Infrastructure Projects approved by Council under clause 6.3 of this Agreement.

Certificate of Practical Completion means a certificate in writing prepared by Council (or VicRoads where applicable) stating that an Infrastructure Project has been completed to the satisfaction of Council and VicRoads (where applicable).

Collecting Agency and Development Agency have the same meaning as in the Development Contributions Plan.

Construction Procedures means the procedures set out in Schedule 1 of this Agreement.

Credit means a credit in the amount of, or part of, the Agreed Project Value for the relevant Infrastructure Project or the Agreed Land Value for the relevant Land Project against the amount of the Development Contribution Levy that the Owner is obliged to pay for the Subject Land under this Agreement and the Development Contributions Plan.

Current Address means:

This copied document to be made available for the sole purpose of enabling its consideration and review as part of a planning process under the Planning and Environment Act 1987. The document must not be used for any purpose which may breach any copyright

ADVERTISED PLAN



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

Current Email means:

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

Defects Liability Period means the period of 12 months from the issue of a Certificate of Practical Completion for an Infrastructure Project.

Designs means detailed design and engineering plans and specifications of an Infrastructure Project.

Development Infrastructure Levy has the same meaning as in the Development Contributions Plan. In this Agreement it means the levy payable per developable hectare at the rate specified in the Development Contributions Plan for the Subject Land.

Development Contributions Plan (or DCP) means the Cranbourne West Development Contributions Plan as incorporated in the Planning Scheme.

Early lots means lots created by the subdivision of the Subject Land that are not lots intended for commercial development but will ultimately be used for the provision of utility services or some other public purpose.

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

Equalisation Payment means the amount calculated in accordance with Schedule 4 described as the equalisation payment required to be paid by the Owner or Council as the case may be. This amount is calculated by reference to the percentage difference between:

- (a) the area of Open Space Land that the Owner is required to or vest in Council under this Agreement, the Development Contributions Plan or a condition on a planning permit in respect of the Subject Land; and
- (b) the public open space contribution that the Owner is required to make under clause 52.01 of the Planning Scheme.

GAIC means the Growth Areas Infrastructure Contribution under the Act.

Indexation means annual adjustment of an amount carried out in accordance with the method and timing which is specified in the Development Contributions Plan.

Infrastructure Projects means the project or projects specified in Schedule 2 of this Agreement.

Inherent GAIC Liability means the current or future liability of the Subject Land for GAIC upon the happening of a GAIC event as defined and described in the Act.

ADVERTISED PLAN



Land Project means the land transaction or transactions described in Schedule 3. For clarity it does not include Open Space Land.

Landscape Components means the soft and hard landscaping components of an Infrastructure Project or a Land Project or Open Space Land and includes all tree and shrub planting, grass seeding or turf, paving, watering systems and the like.

Landscape Maintenance Period means the maintenance of the Landscape Components for the period of 24 months from the issue of a Certificate of Practical Completion for an Infrastructure Project, Land Project or Open Space Land.

Localised Infrastructure means works, services or facilities necessitated by the subdivision or development of land including but not limited to provision of utility services such as water supply, stormwater drainage, sewerage, gas and electricity services, telecommunications infrastructure and local roads, bridges, culverts and other water crossings, any required associated traffic control measures and devices. For the purposes of this Agreement, Localised infrastructure does not include the infrastructure that is included in the Development Contributions Plan or other infrastructure that is in the nature of regional or state infrastructure.

Lot means a lot on the Endorsed 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.

Occupancy Permit means an occupancy permit or similar issued under the Building Act 1984

Open Space Land means the land for passive open space as set out in Schedule 4.

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

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

Planning Permit means the planning permit specified in Schedule 7 authorising the development of the Subject Land in accordance with the Endorsed Plan.

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

PSP means the Cranbourne West Precinct Structure Plan incorporated in the Planning Scheme.

Provision Trigger means the provision trigger or milestone specified in Schedule 2 or Schedule 3 or Schedule 4 as the case may be.

Public Infrastructure Plan means a plan labelled 'Public Infrastructure Plan' approved from time to time by Council under any planning permit applicable to the Subject Land.

Schedule means a schedule to this Agreement.

Stage means a specified stage of the development of the Subject Land as identified in any staging plan forming part of plans endorsed under the Planning Permit.

This copied document to be made available for the sole purpose of enabling its consideration and review as part of a planning process under the Planning and Environment Act 1987. The document must not be used for any purpose which may breach any copyright

ADVERTISED PLAN



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

Subject Land means the land listed in Schedule 5 of this Agreement and any reference to the Subject Land includes any lot created by the subdivision of any lot comprising the Subject Land or any part of it.

Supervision Fee means a fee payable to Council by the Owner for supervision of an Infrastructure Project and which is payable at the rate of 2.5% of the estimated cost of constructing the Infrastructure Project.

2. Interpretation

In this Agreement unless the context admits otherwise:

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

3. Purposes of and reasons for this Agreement

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

- 3.1 record the terms and conditions on which the Owner will undertake each Infrastructure Project;
- 3.2 record the terms and conditions on which the Owner will vest in Council each Land Project;
- 3.3 record the terms and conditions on which the Owner will vest in Council the Open Space Land; and

ADVERTISED PLAN



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

4. Agreement required

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

5. Payment of Development Infrastructure Levy

The Parties agree that:

- 5.1 the Owner is required to pay the Development Infrastructure Levy in cash on a stage-by-stage basis reduced by -
- 5.1.1 the Owner's entitlement to a Credit; and
 - 5.1.2 subject to the provisions of this Agreement;
- 5.2 any component of the Development Infrastructure Levy in respect of the Subject Land which is not offset or reduced by an entitlement to a Credit must be paid to Council prior to the issue of the Statement of Compliance for the next stage of the subdivision of the Subject Land.

6. Works In Kind – Infrastructure Projects

6.1 Owner to carry out Infrastructure Project

The Owner covenants and agrees that:

- 6.1.1 unless the Owner has been notified in writing by Council that an Infrastructure Project is to be delivered by a third party, the Owner must:
- (a) carry out and construct each Infrastructure Project in accordance with the Approved Plans;
 - (b) prior to the Provision Trigger identified in Schedule 2 unless the Collecting Agency has agreed to an alternative time; and
 - (c) for the Agreed Project Value.

6.2 Payment of Agreed Project Value

The Owner acknowledges and agrees that if an Infrastructure Project is delivered by the Owner, the Agreed Project Value will be paid -

- (a) first as a Credit against the Owner's liability to pay the Development Infrastructure Levy -
 - (i) in any manner described in and set out in Schedule 2; and
 - (ii) redeemable at the time set out in Schedule 2 -



and then

- (b) as a payment to the Owner where the Agreed Project Value is greater than the Owner's total liability to pay the Development Infrastructure Levy.

6.3 Design and construction of Infrastructure Projects

The Owner agrees that, except with the prior written consent of Council:

- 6.3.1 the Owner will, at its cost, prepare the plans and specifications of each Infrastructure Project and submit those plans and specifications to Council for approval;
- 6.3.2 the plans and specifications must:
 - (a) be to the satisfaction of Council in its capacity as the Development Agency;
 - (b) comply with any relevant standard in the Development Contributions Plan; and
 - (c) comply with any conditions or requirements of any relevant planning permit or the Planning Scheme;
- 6.3.3 approval of the Designs by Council in its capacity as the Development Agency will be reflected in a set of plans and specifications endorsed by Council as the Approved Plans;
- 6.3.4 the Owner will obtain all necessary permits and approvals for the Infrastructure Projects;
- 6.3.5 prior to entering into any contract for the Infrastructure Projects, the Owner will submit to Council for approval:
 - (a) information as requested by Council which is sufficient for Council to satisfy itself that the price of the contract is a competitive price;
 - (b) a copy of the detailed cost schedules including quantities, unit rates and identification of any provisional items; and
 - (c) a copy of the proposed construction program;
- 6.3.6 in carrying out the Infrastructure Projects, the Owner must provide for the protection of people and property in accordance with appropriate occupational health and safety plans and practices; and
- 6.3.7 the Owner will:
 - (a) construct the Infrastructure Projects in accordance with the Approved Plans to the satisfaction of Council unless Council has approved in writing a variation from the Approved Plans; and
 - (b) comply with the Construction Procedures.

6.4 Certificate of Practical Completion

The Owner covenants and agrees that:

This copied document to be made available for the sole purpose of enabling its consideration and review as part of a planning process under the Planning and Environment Act 1987. The document must not be used for any purpose which may breach any copyright

ADVERTISED PLAN



6.4.1 the issue of a Certificate of Practical Completion by Council in its capacity as Development Agency is subject to compliance with this Agreement and the Construction Procedures; and

6.4.2 following the issue of a Certificate of Practical Completion, the Owner:

- (a) must provide Council with a copy of any maintenance information, operational manual or other material which is reasonably required for the ongoing operation and maintenance of the Infrastructure Project;
- (b) must provide a copy of any certificate, consent or approval required by any authority for the carrying out, use or occupation of the Infrastructure Project;
- (c) is responsible for the maintenance of the Landscape Components in good order, condition and repair to the satisfaction of Council for the Landscape Maintenance Period; and
- (d) is responsible for the repair of any defects during the Defects Liability Period.

6.5 Land Project

The Owner covenants and agrees that subject to this Agreement, the Owner will transfer to or vest in Council each Land Project:

6.5.1 prior to the Provision Trigger specified in Schedule 3 unless the Collecting Agency agrees in writing to an alternative time; and

6.5.2 in return for a Credit or payment, as the case may be, as described in and payable at, the time set out in Schedule 3.

6.6 Open Space Land

The Owner covenants and agrees that subject to this Agreement the Owner will transfer to or vest in Council the Open Space Land prior to the Provision Triggers identified in Schedule 4 unless Council agrees in writing to an alternative time.

6.7 Landscaping of Land Project and Open Space Land

The Owner covenants and agrees that each Land Project and all of the Open Space Land to be vested in Council must be landscaped at the Owner's cost in accordance with any landscape masterplan and any subsequent detailed landscape construction plan approved under the Planning Permit in relation to the Subject Land to the satisfaction of Council prior to the land being vested in Council and the Landscape Components must then be maintained in good order and repair for the Landscape Maintenance Period.

6.8 Milestones

The Parties acknowledge and agree that if the Owner does not:

6.8.1 construct the Infrastructure Projects within the timeframe specified or referred to in clause 6.1.1 or any other time which is agreed between Council and the Owner; or

6.8.2 vest the Land Project within the timeframe specified or referred to in clause 6.5.1 or any other time which is agreed between Council and the Owner; or

ADVERTISED PLAN



- 6.8.3 vest the Open Space Land within the timeframe specified or referred to in clause 6.6 or any other time which is agreed between Council and the Owner -

Council may at its absolute discretion:

- 6.8.4 further extend the relevant timeframe; or
- 6.8.5 refuse to issue any further Statement of Compliance until such time as the Owner has complied with the relevant timeframe as specified in the Schedules to this Agreement

6.9 Credit

The Parties agree that:

- 6.9.1 upon the issue of a Certificate of Practical Completion in respect of the Infrastructure Project, the Owner will be entitled to the Credit for the Infrastructure Project in the amount of the Agreed Project Value as described in Schedule 2; and
- 6.9.2 upon the vesting in Council of the Land Project, the Owner will be entitled to the Credit for the Agreed Land Value as set out in Schedule 3.
- 6.9.3 upon the provision of a Credit and or payment in respect of an Infrastructure Project, Council's obligations to the Owner in respect of that Infrastructure Project are complete but the Owner's obligations for maintenance and repair of defects under this Agreement remain; and
- 6.9.4 after the expiry of the Landscape Maintenance Period and the Defects Liability Period, maintenance of the works and repair of any defects in respect of an Infrastructure Project, Land Project or Open Space Land, as the case may be becomes the responsibility of Council.

6.10 Credit

The parties agree that:

- 6.10.1 where pursuant to clause 6.9.1 a Credit is due to the Owner in respect of one or more Infrastructure Projects, then the Owner is not required to pay the Development Infrastructure Levy payable in accordance with the Development Contributions Plan to the extent of the Credit that is due to the Owner; and
- 6.10.2 where pursuant to clause 6.9.2 a Credit is due to the Owner in respect of one or more Land Projects, then the Owner is not required to pay the Development Infrastructure Levy payable in accordance with the Development Contributions Plan to the extent of the Credit that is due to the Owner.

6.11 Reimbursement of the Owner for entitlements in excess of Credits

The parties agree that when an Infrastructure Project is completed or when the Land Project is vested in Council in accordance with this Agreement, as the case may be, Council will reimburse to the Owner a cash payment for the combined Agreed Land Values and Agreed Project Values less any Credits or payments already provided to the Owner subject to the following:

- 6.11.1 Council in its capacity as Collecting Agency determining that there are sufficient funds in the Development Contributions Plan account to pay the Owner at that time



having regard to other agreements Council has made with any other person in relation to development contributions;

- 6.11.2 until the amounts due under clause 6.11.1 are paid, Council will make details in relation to the funds in the relevant DCP account available for inspection to the Owner upon request.

6.12 Final Reimbursement

Notwithstanding anything to the contrary in this Agreement, if any amount owing to the Owner has not been paid to the Owner before the date of the issue of the final Statement of Compliance for the Subject Land, Council must pay the outstanding amount owing to the Owner in full within 30 days of the issues of the Statement of Compliance for the final stage of the subdivision of the Subject Land.

6.13 Open Space Land and Equalisation Payment

Council and the Owner covenants and agrees that subject to this Agreement:

- 6.13.1 the Owner will transfer to or vest in Council the Open Space Land specified in Schedule 4 prior to the Provision Trigger identified in Schedule 4;
- 6.13.2 where a payment in respect of Open Space Land is due to the Council, the Owner will pay to Council the Equalisation Payment specified for the Open Space Land in Schedule 4 prior to the Provision Trigger identified in Schedule 4;
- 6.13.3 where a payment in respect of Open Space Land is due to the Owner, Council will pay to the Owner the Equalisation Payment specified in Schedule 4 prior to the Provision Trigger identified in Schedule 4; and
- 6.13.4 upon complying with this clause, the Owner has fulfilled its obligation in relation to the Subject Land under the Planning Scheme in relation to the Open Space Land.

6.14 Early lots

Unless with the prior written consent of Council, the Owner covenants and agrees that the Owner will not sell or vest any Early lots until:

- 6.14.1 Council is satisfied that the Early lot has been embellished and serviced in accordance with any relevant planning permit; and
- 6.14.2 a Statement of Compliance has been issued for the applicable Stage of subdivision within which the Early lot exists.

7. Specific obligations

7.1 Public Infrastructure Plan

The Owner covenants and agrees that subject to this Agreement, the Owner will comply with and implement any Public Infrastructure Plan.

[8357298: 30094833_1]

**ADVERTISED
PLAN**

This copied document to be made available for the sole purpose of enabling its consideration and review as part of a planning process under the Planning and Environment Act 1987. The document must not be used for any purpose which may breach any copyright

ADVERTISED PLAN



8. Parties' acknowledgments

8.1 Agreed Land Value

The Parties agree that:

- 8.1.1 the Agreed Land Value replaces the market value and any other method of calculating compensation payable to a person under the *Land Acquisition and Compensation Act 1986* and the Act in respect of Land Project; and
- 8.1.2 upon payment being made in accordance with this Agreement whether as a monetary amount or by a Credit in respect of the Agreed Land Value or any other amount agreed to be paid under this Agreement in respect of any land, no other compensation is payable for the effect of severance or for solatium as those terms or concepts are understood in the context of the *Land Acquisition and Compensation Act 1986* or for any other category of or form of loss or compensation in respect of Land Project.

8.2 Agreed Land Value composition

The Owner and Council agree that the Agreed Land Value includes all transfer costs, costs of plans of subdivision, registration fees and the like or any other amount which has been specifically agreed to in writing by Council.

8.3 Environmental Assessment

The Owner agrees that prior to vesting each Land Project or the Open Space Land to or in Council, the Owner must provide Council with an environmental assessment prepared by a properly qualified environmental consultant that clearly and unequivocally states that each Land Project and the Open Space Land is suitable to be used and developed for purpose for which it is intended.

9. Acknowledgement by the Parties

The Parties acknowledge and agree that:

- 9.1.1 this Agreement relates only to infrastructure that is commonly funded by a development contributions plan and not Localised Infrastructure; and
- 9.1.2 compliance with the obligations of this Agreement does not relieve the Owner of any obligation imposed by Council or a Tribunal to provide Localised Infrastructure which obligation may be imposed as a requirement in a planning permit for the subdivision or development of the Subject Land.

10. Owner's further obligations

10.1 Notice and registration

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



10.2 Further actions

The Owner:

- 10.2.1 must do all things necessary to give effect to this Agreement;
- 10.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the certificate of title of the Subject Land in accordance with section 181 of the Act; and
- 10.2.3 agrees to do all things necessary to enable Council to do so, including:
 - (a) sign any further agreement, acknowledgment or document; and
 - (b) obtain all necessary consents to enable the recording to be made.

10.3 Fees

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

10.4 Council's costs to be paid

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

- 10.4.1 drafting, finalising, signing and recording this Agreement;
- 10.4.2 drafting, finalising and recording any amendment to this Agreement;
- 10.4.3 determining whether any of the Owner's obligations have been undertaken to Council's satisfaction; and
- 10.4.4 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.

10.5 Interest for overdue moneys

- 10.5.1 The Owner must pay to Council interest at the same rate applied under section 172 of the *Local Government Act 1989* on any amount due under this Agreement that is not paid by the due date.
- 10.5.2 If interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.

10.6 Notification of compliance with Owner's obligations

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

This copied document to be made available for the sole purpose of enabling its consideration and review as part of a planning process under the Planning and Environment Act 1987. The document must not be used for any purpose which may breach any copyright

11. Agreement under Section 173 of the Act

Without limiting or restricting the respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made as a deed in accordance with section 173 of the Act.

12. Owner's Warranties

- 12.1 The Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.
- 12.2 The Owner warrants that the Open Space Land and Land Project is in an environmental condition such as to be suitable to be used and developed for the purpose for which it is intended to be put.

13. Successors in title

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

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

14. General matters

14.1 Notices

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

- 14.1.1 personally on the other Party;
- 14.1.2 by leaving it at the other Party's Current Address;
- 14.1.3 by posting it by prepaid post addressed to the other Party at the other Party's Current Address;
- 14.1.4 by email to the other Party's Current Email.

14.2 No waiver

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

This copied document to be made available for the sole purpose of enabling its consideration and review as part of a planning process under the Planning and Environment Act 1987. The document must not be used for any purpose which may breach any copyright

[8357298: 30094833_1]

ADVERTISED PLAN



14.3 Severability

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

14.4 No fettering of Council's powers

This Agreement does not fetter or restrict Council's power or discretion to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certifying any plan which subdivides the Subject Land or relating to any use or development of the Subject Land.

14.5 Inspection of documents

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

14.6 Governing law

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

15. GST

- 15.1 In this clause words that are defined in *A New Tax System (Goods and Services Tax) Act 1999* have the same meaning as their definition in that Act.
- 15.2 Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.
- 15.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 15.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.
- 15.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 15.3.

16. Dispute Resolution

- 16.1 Except as otherwise specified in this Agreement, if any dispute arises then, subject to clause 16.5 either party may at its election:
- 16.1.1 refer the dispute to the Tribunal for resolution to the extent permitted by the Act; or
 - 16.1.2 refer the dispute to arbitration by an arbitrator agreed upon in writing by the parties or, in the absence of such agreement the chairman of the Victorian Chapter of the Institute of Arbitrators, Australia or his nominee.
- 16.2 A party may not commence any of the processes referred to in clause 16.1 until it has complied with clauses 16.3 and 16.4.

ADVERTISED PLAN



- 16.3 If a dispute arises, then either party will send a notice of dispute in writing adequately identifying and providing details of the dispute.
- 16.4 Within 14 days after service of a notice of dispute, the parties shall confer at least once, to attempt to resolve the dispute and failing resolution of the dispute to explore and, if possible, agree on methods of resolving the dispute by other means. At any such conference each party must be represented by a person having authority to agree to a resolution of the dispute.
- 16.5 If the dispute cannot be resolved or if at any time either party considers that the other party is not making reasonable efforts to resolve the dispute, either party may by notice to the other party refer such dispute to the Tribunal (to the extent permitted by the Act) or if the Tribunal is unable to determine the matter for lack of jurisdiction then to arbitration.

17. GAIC

- 17.1 The Owner acknowledges and agrees that apart from the land specified in Schedule 6, all land vested in Council must have any Inherent GAIC Liability discharged prior to it being vested in Council and to the extent it is not, the Owner shall remain liable to Council for any GAIC liability incurred by Council.
- 17.2 The Parties agree that clause 17.1 survives the termination of this Agreement
- 17.3 The Owner agrees that the Owner must provide a certificate of release under section 201SY of the Act confirming the release of the land referred to in clause 17.1 from its inherent GAIC liability.

18. Foreign resident capital gains withholding

18.1 Definitions

For the purposes of this clause, the following definitions apply:

12.5% means 12.5% or any other amount set out in the Tax Act from time to time as the withholding amount.

Clearance Certificate means a valid clearance certificate under section 14-220(1) of Schedule 1 to the Tax Act.

Consideration means any monetary and non-monetary consideration including a Credit required to be paid or given by Council to the Owner for the transfer or vesting of a Land Project or in respect of the equalisation of Open Space Land under this Agreement.

Excluded Transaction has the meaning given to that term in section 14-215 of Schedule 1 to the Tax Act.

Statement of Compliance has the same meaning as in the Subdivision Act 1988

Tax Act means the *Taxation Administration Act 1953* (Cth)

Variation Amount means, where the Owner has served a Variation Notice on Council, the amount required to be withheld as specified in the Variation Notice.



Variation Notice means a valid variation notice issued by the Australian Taxation Office in respect of a variation application made under section 14-235(2) of Schedule 1 of the Tax Act.

18.2 Foreign resident status of Owner

The Owner is taken to be foreign residents under Subdivision 14-D of Schedule 1 to the Tax Act unless the Owner gives to Council a Clearance Certificate no later than 10 Business Days before the Land Project and the Open Space Land is vested in Council.

18.3 Excluded transaction

18.3.1 Clause 18.5 does not apply if:

- (a) the vesting of the Land Project or the Open Space Land is an Excluded Transaction; and
- (b) the Owner provides Council with all information and documentation to satisfy Council that the vesting of the Land Project and the Open Space Land is an Excluded Transaction no later than 10 Business Days before the Land Project or the Open Space land as the case may be is vested in Council's ownership.

18.3.2 Without limiting clause 18.3.1, the transfer or vesting of a Land Project or Open Space Land is an Excluded Transaction if the market value of the Land Project or Open Space Land as at the date of this Agreement is less than \$750,000.

18.4 Variation notice

If the Owner provides Council with a Variation Notice prior to the vesting of the Land Project and Open Space Land, then Council will adjust the withholding amount (as specified in clause 18.5 below) in accordance with the Variation Notice.

18.5 Withholding

18.5.1 This clause 18.5 applies if the Owner is taken to be foreign residents under clause 18.2 and the Owner has not satisfied Council that the vesting of the a Land Project and Open Space Land is an Excluded Transaction under clause 18.3.

18.5.2 Subject to clauses 18.5.3 and 18.5.4, Council will deduct from any monetary consideration payable to the Owner an amount equal to:

- (a) 12.5% of the Consideration (excluding GST) in accordance with section 14-200(3) of Schedule 1 to the Tax Act; or
- (b) the Variation Amount, if the Owner have provided Council with a Variation Notice in accordance with clause 18.4,

(the **withholding amount**).

18.5.3 Subject to clause 18.5.4, if any monetary consideration payable to the Owner is less than 12.5% of the Consideration, the Owner must deliver to Council:

- (a) a cash payment equal to 12.5% of the Consideration (or such other amount as required by Council); or

**ADVERTISED
PLAN**

[8357298: 30094833_1]

This copied document to be made available for the sole purpose of enabling its consideration and review as part of a planning process under the Planning and Environment Act 1987. The document must not be used for any purpose which may breach any copyright



- (b) the Variation Amount, if the Owner has provided Council with a Variation Notice in accordance with clause 18.4 -

upon delivery of the executed form of this Agreement to Council or such other time as Council may have allowed in writing as notified to the Owner.

18.5.4 If there is no Consideration specified in this Agreement, the Owner must deliver to Council:

- (a) a cash payment equal to 12.5% of the market value of the Land Project and Open Space Land valued as at the date of this Agreement; or
- (b) the Variation Amount, if the Owner has provided Council with a Variation Notice in accordance with clause 18.4,

upon delivery of the executed form of this Agreement to Council or such other time as Council may have allowed in writing as notified to the Owner and the Developer.

18.6 Council to remit withholding amount

18.6.1 Council agrees to:

- (a) pay the withholding amount or amounts determined under clause 18.5 to the Reserve Bank of Australia (on behalf of the Australian Taxation Office) by electronic funds transfer immediately after the earlier of:
 - (i) Council receiving a transfer of land in respect of the Land Project and Open Space Land, in registrable form; or
 - (ii) the registration of a plan of subdivision which vests the Land Project or Open Space Land in Council's ownership;
- (b) provide the Owner with a copy of the purchaser payment notification form submitted by Council to the Australian Taxation Office; and
- (c) provide the Owner with a copy of any receipt of payment or proof of payment of the withholding amount issued by the Australian Taxation Office to Council.

18.7 Consideration adjusted after withholding

For the avoidance of doubt and notwithstanding anything else in this Agreement, the Consideration payable to the Owner and the Developer is reduced to the extent that a withholding amount is deducted from the Consideration under clause 18.5.

18.8 Owner to co-operate

18.8.1 The Owner must:

- (a) not procure the registration of a plan of subdivision which vests a Land Project or Open Space Land in Council's ownership unless:
 - (i) a Clearance Certificate has been provided to Council; or
 - (ii) the Owner and Council have agreed upon the amount to be withheld by and/or remitted by Council to the Australian Taxation Office in accordance with clause 18.5;

**ADVERTISED
PLAN**

[8357298: 30094833_1]

This copied document to be made available for the sole purpose of enabling its consideration and review as part of a planning process under the Planning and Environment Act 1987. The document must not be used for any purpose which may breach any copyright

ADVERTISED PLAN



- (b) provide Council with 20 Business Days prior written notice of the lodgement of a plan of subdivision at Land Use Victoria which will have the effect of vesting any land in Council's ownership; and
- (c) notify Council immediately on the date on which a plan of subdivision registers which vests land in Council's ownership.

18.8.2 The Owner must provide Council with all information, documentation and assistance necessary to enable Council to comply with its obligation to pay the withholding amount within the time set out in section 14-200(2) of Schedule 1 to the Tax Act.

18.9 Owner's and Developer's warranty

The Owner warrants that the information provided to Council under this clause 18 is true and correct.

18.10 Indemnity

The Owner agrees to indemnify Council against any interest, penalty, fine or other charge or expense incurred by Council as a result of the Owner's failure to comply with this clause 18.

19. Commencement of Agreement

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

20. Amendment of Agreement

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

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

21. Ending of Agreement

21.1 This Agreement ends:

21.1.1 when the Owner has complied with all of the Owner's obligations under this Agreement; or

21.1.2 otherwise by agreement between the Parties in accordance with section 177 of the Act.

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



- 21.3 Once this Agreement ends as to part of the Subject Land, Council will, within a reasonable time following a request from the Owner and at the cost of the Owner, execute all documents necessary to make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register as to that part of the Subject Land.
- 21.4 On completion of all the Owner's obligations under this Agreement, Council must as soon as practicable following the ending of this Agreement and at the Owner's request and at the Owner's cost, execute all documents necessary to make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register.

AU647640H

This copied document to be made available for the sole purpose of enabling its consideration and review as part of a planning process under the Planning and Environment Act 1987. The document must not be used for any purpose which may breach any copyright

ADVERTISED PLAN



Schedule 1

Construction Procedures

Procedure for issue of Certificate of Practical Completion

1. Upon the completion of the Infrastructure Project the Owner must notify Council or any other relevant authority.
2. Within 14 days of receiving notice of the completion of an Infrastructure Project from the Owner, Council or any other relevant authority must inspect the Infrastructure Project and determine whether to issue the Certificate of Practical Completion.
3. If Council is not satisfied with the Infrastructure Project, Council may refuse to issue a Certificate of Practical Completion provided Council:
 - a. identifies in what manner or respect the Infrastructure Project is not satisfactorily completed; and
 - b. what must be done to satisfactorily complete the Infrastructure Project.
4. Council may, notwithstanding the detection of a minor non-compliance determine to issue a Certificate of Practical Completion if Council is satisfied that the proper completion of the outstanding matter can be secured by the payment of a financial amount to Council or the provision of some other security for the proper completion of that outstanding matter.

Access

5. Before accessing land owned by Council or a third party for the purpose of constructing any Infrastructure Project or undertaking any maintenance or repair of defects in respect of any Infrastructure Project in accordance with this Agreement, the Owner must satisfy Council or if requested by a third party that person, that the Owner has:
 - a. consent of the owner of land to access such land;
 - b. it has satisfied any condition of such consent.
6. The Owner must put in place all proper occupational health and safety plans as may be required under any law of the State of Victoria.
7. Subject to the Owner satisfying any conditions of consent to access land owned by Council, Council will provide all reasonable access as may be required to its land in order to enable an Infrastructure Project to be completed, maintained or repaired in accordance with the Approved Plans.

Quality of work

8. Apart from any other requirement contained in the Agreement, all work must:
 - a. Accord with Council's Engineering Standard Drawings and Specifications unless otherwise approved;
 - b. use good quality materials, not involving asbestos and which are suitable for the purpose for which they are required;
 - c. be carried out in a good and workmanlike manner;
 - d. be fit and structurally sound, fit for purpose and suitable for its intended use;
 - e. not encroach on land other than the land shown in any plans or specifications approved by Council;
 - f. comprise best industry practice;
 - g. unless otherwise authorised comply with any relevant current Australian Standard; and
 - h. accord with a construction management plan to be prepared to the satisfaction of Council.



ADVERTISED PLAN

Schedule 2

INFRASTRUCTURE PROJECTS

DCP Project Reference Number	Infrastructure Project ¹ Description ²	Extent of Project ³	Milestone for the completion of the Infrastructure Project	Agreed Project Value ⁴	Funding Source ⁵	Timing for Credit ⁶ / Reimbursement Payment

This copied document to be made available for the sole purpose of enabling its consideration and review as part of a planning process under the Planning and Environment Act 1987. The document must not be used for any purpose which may breach any copyright

ADU647640H

¹ *Infrastructure Project* is a defined phrase in this Agreement.
² Always use the same description/language as set out in the approved Development Contributions Plan
³ The description entered for the *Extent of Project* should be clear and unambiguous to a 3rd party reader of this document.
⁴ *Agreed Project Value* is a defined phrase in this Agreement.
⁵ The *Funding Source* will either be the *DCP* by way of Credits or the *Developer*.
⁶ The description entered for the *Timing for Payment/Credit* should be clear and unambiguous to a 3rd party read of this document.



Maddocks

<p>RD08</p>	<p>Construction of Evans Road between Thompsons & Hall Roads to urban standard, including the works identified in condition 6(c) of the Planning Permit.</p>	<p>As described in the DCP or as otherwise required by Council as Responsible Authority. To Council standards for the length approved by Council adjacent to the land, but excluding the Volk and Evans Road intersection works completed separately by Council, and excluding the Thompsons and Evans Road intersection works completed separately by Department of Transport .</p>	<p>Must be completed prior to any of the following occurring: (i) The issue of an Occupancy Permit for any development carried out on Lot A. (ii) The commencement of any new use or development on Lot A (excluding provision of public open space). (iii) the further Certification under the <i>Subdivision Act 1988</i> of any plan on Lot A (excluding excision of public open space).</p>	<p>The amount specified in, and limited to the extent delivered, and indexed in accordance with, the Development Contributions Plan at the time the claim for costs is lodged or the Actual Cost of Construction whichever is the lesser amount. Note – Funding from the DCP is limited to an amount representing the proportion of the relevant project which is described in the cost estimate contained in the DCP that is actually delivered.</p>	<p>Development Contribution Plan Credit</p> <p style="text-align: center;">ADVERTISED PLAN</p>	<p>Upon the latter of approval of a satisfactory claim for the Agreed Project Value and the issue of a Certificate of Practical Completion for the Infrastructure Project</p>
--------------------	--	--	--	---	---	---

This copied document to be made available for the sole purpose of enabling its consideration and review as part of a planning process under the Planning and Environment Act 1987. The document must not be used for any purpose which may breach any copyright



Maddocks

Schedule 3

LAND PROJECT

DCP Project Reference Number	Land Project Description ⁷	Title or plan reference ⁸	Area of the Land Project ⁹	Milestone for vesting of the Land Project	Agreed Land Value ¹⁰	Funding Source	Timing for Payment/Credit (Payment/Credit Date)
RD04	Land for Evans Road widening.	Land take area as described in the DCP and shown as the Public Acquisition Overlay area on the Endorsed Plans, excluding the Breens Road intersection flaring.	1.028Ha	Prior to or concurrent with the relevant Stage as described in the Endorsed Plans.	\$1,233,600	Development Contribution Plan Credit	Prior to or concurrent with the relevant Stage as described in the Endorsed Plans to the Planning Permit.

This copied document to be made available for the sole purpose of enabling its consideration and review as part of a planning process under the Planning and Environment Act 1987. The document must not be used for any purpose which may breach any copyright

⁷ The description of the *Project Land* should be clear and unambiguous.
⁸ Insert a title if the land is the whole of the land in the title. Otherwise insert a plan of survey or plan of subdivision reference number.

⁹ Insert area in square metres.

¹⁰ The *Agreed Land Value* is a defined phrase in this Agreement. Under this Agreement, once agreed, the *Agreed Land Value* does not change. In determining the Agreed Land Value, Council will have used the Public Land Equalisation Methodology described in the DCP.

ADVERTISED
PLAN



Schedule 4

OPEN SPACE LAND

Provision of Required Open Space Land	Open Space Land Description ¹¹	Title of plan reference	Area of the Open Space Land (Ha)	Milestone for vesting of the Open Space Land	Equalisation Payment for Open Space Land	Funding Source	Timing for Payment/ Credit (Payment/ Credit Date)
	In accordance with Cranbourne West PSP - Employment Pocket Park No. R03 to be located generally at the south-east corner of the intersection of Rangebank Drive and the proposed court	Employment Pocket Park No. R03 depicted in Plan 12 in the Cranbourne West PSP.	0.71 Ha	Unless with the written consent of Council, the Open Space Land must be provided to Council, prior to any of the following occurring: (i) The issue of an Occupancy Permit for any development on Lot A or Lot B; (ii) The commencement of any new use or development on Lot A or Lot B; or (iii) The further certification under the <i>Subdivision Act 1988</i> of any plan on Lot A or Lot B.	See below	See below	See below
Equalisation Payment	Equalisation Payment from Council to the Owner for the over provision of Open Space Land over the 3.75% public open space requirement set out in Clause 53.01 of the Planning Scheme.	See above	See above	See above	The equivalent of the value of 0.0755Ha of the Subject Land valued on the dollar per hectare rate assessed on a pro rata basis by reference to the englobo value of the parent land parcel being Property ID 44 as set out in the Cranbourne West	Council	Within 30 days of the issue of a Statement of Compliance for the relevant Stage of the further required subdivision which creates the parcel containing the Open Space Land.

¹¹ A clear description of the Open Space Land is required.

**ADVERTISED
PLAN**

This copied document to be made available for the sole purpose of enabling its consideration and review as part of a planning process under the Planning and Environment Act 1987. The document must not be used for any purpose which may breach any copyright



Open Space Land Description ¹¹	Title of plan reference	Area of the Open Space Land (Ha)	Milestone for vesting of the Open Space Land	Equalisation Payment for Open Space Land	Funding Source	Timing for Payment/ Credit (Payment/ Credit Date)
				PSP with a net developable area (as defined in in the DCP) of 16.92Ha and assuming that the parent parcels have services and infrastructure available to it, but not yet constructed.		

ADVERTISED PLAN

AU647640H

This copied document to be made available for the sole purpose of enabling its consideration and review as part of a planning process under the Planning and Environment Act 1987. The document must not be used for any purpose which may breach any copyright



Schedule 5

TITLE PARTICULARS FOR PURPOSES OF DEFINITION OF SUBJECT LAND

**Certificate of Title
Volume 12141 Folio 517**

This copied document to be made available for the sole purpose of enabling its consideration and review as part of a planning process under the Planning and Environment Act 1987. The document must not be used for any purpose which may breach any copyright

AU647640H

**ADVERTISED
PLAN**



Schedule 6

Land Specified for the purposes of clause 17.1

Project No.	Land Description	Plan Reference	Area
-	-	-	-

ADVERTISED PLAN

This copied document to be made available for the sole purpose of enabling its consideration and review as part of a planning process under the Planning and Environment Act 1987. The document must not be used for any purpose which may breach any copyright

Schedule 7

PLANNING PERMIT DETAILS

Planning Permit No. PPA20-0465

**ADVERTISED
PLAN**

AU647640H

This copied document to be made available for the sole purpose of enabling its consideration and review as part of a planning process under the Planning and Environment Act 1987. The document must not be used for any purpose which may breach any copyright



Maddocks

Signing Page

Signed, sealed and delivered as a Deed by the Parties

Signed sealed and delivered by the Manager Growth)
and Investment on behalf of **Casey City Council**)
pursuant to the power delegated to that person by an)
Instrument of Delegation in the presence of:)

Bryan Colbourne

Witness

Kathryn Seirlis

Manager Growth and Investment

The execution of this deed was observed by me
by an audio visual link

Executed as a deed by **2 Bond Street Nominees Pty**)
Ltd Pty Ltd ACN 113 960 580 in accordance with)
s 127(1) and s 127(3) of the *Corporations Act 2001*:)

Signature of Director

Signature of Director/Company Secretary

STEVEN ANTHONY MURPHY

Print full name

ELIZABETH MURPHY

Print full name

**This copied document to be made available
for the sole purpose of enabling
its consideration and review as
part of a planning process under the
Planning and Environment Act 1987.
The document must not be used for any
purpose which may breach any
copyright**