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

VOLUME 10191 FOLIO 242

Security no : 124123556705M
Produced 09/04/2025 02:01 PM

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 315334P.
PARENT TITLE Volume 09414 Folio 541
Created by instrument PS315334P 28/09/1994

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
THE ISLAMIC FUND PTY LTD of 201 SAYERS ROAD TRUGANINA VIC 3029
AW550223W 15/02/2023

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
S301042G 08/01/1993

DIAGRAM LOCATION

SEE PS315334P FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER	STATUS	DATE
AY662560K (B) CREATION OF EASEMENT	Registered	10/12/2024

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

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

Street Address: 229 SAYERS ROAD TRUGANINA VIC 3029

ADMINISTRATIVE NOTICES

NIL

eCT Control 25468E PURCELL & PURCELL PTY LTD
Effective from 10/12/2024

DOCUMENT END

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Lodged By: PRICE BRENT
Code: 1413R
Ref: CIT013/00049

Form 9.1

Titles Office Use Only

VICTORIA

APPLICATION BY A RESPONSIBLE AUTHORITY under Section 181 Planning and Environment Act 1987 for ENTRY OF A MEMORANDUM OF AGREEMENT under Section 173 of the Act.

The Responsible Authority under the Planning Scheme having entered into an Agreement with the parties named for the land described requires that a memorandum of the Agreement be entered on the Certificate(s) of Title to the land referred to.

LAND (insert Certificate of Title Volume and Folio)

Certificate of Title Volume 9414 Folio 541:

ADDRESS OF THE LAND

Lot 3 Sayers Road, Truganina.

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RESPONSIBLE AUTHORITY (name and address)

The Mayor Councillors and Citizens of the City of Werribee of Princes Highway, Werribee.

PLANNING SCHEME

Werribee Planning Scheme

AGREEMENT DATE

22 DECEMBER 1992

AGREEMENT WITH (name and address)

PETER SAID and ROSE SAID both of Lot 3 Sayers Road, Truganina.

A copy of the Agreement is attached to this Application.

Signature for the Responsible Authority

Ross Bardin

Name of Officer

ROSS BARDIN - TOWN PLANNING MANAGER

Date

21st December 1992

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5/2/93

THIS AGREEMENT is made the 22nd day of DECEMBER 1992

B E T W E E N:

THE MAYOR COUNCILLORS AND CITIZENS OF THE CITY OF WERRIBEE of Municipal Offices, Princes Highway, Werribee in the State of Victoria (hereinafter called the "Council")

of the first part

- and -

PETER SAID and ROSE SAID both of Lot 3 Sayers Road, Truganina in the State of Victoria (hereinafter called the "Owner")

of the second part

W H E R E A S:

- A. The Owner is the registered proprietor (or entitled to be so) and the Owner of the Land located by Lot 3 on Plan of Subdivision No. 315334P contained in Certificate of Title Volume 9414 Folio 541 situated in Lot 3 Sayers Road, Truganina (hereinafter called the "Land").
- B. By Application No. WPB396 under the Werribee Planning Scheme (hereinafter called the "Planning Scheme") application was made to the Council for a town planning permit in respect to the use and development of the Land by way of subdivision of the Land into two lots for the purpose of a house lot excision.
- C. The Council is the Responsible Authority under the Planning Scheme.
- D. The Council (as Responsible Authority) on 15th June 1992 issued a permit for the subdivision of the Land a condition of which is that an Agreement of the type

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described in Section 173 of the Planning and Environment Act 1987 be entered into.

E. The permit referred to in Recital D is hereinafter referred to as the "Permit".

F. The parties enter into this Agreement:-

- (a) to give effect to the condition in the Permit;
- (b) to achieve or advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect to the Land and the vicinity thereof; and
- (c) amongst other things to formalise an understanding reached between the parties

regarding the use and development of the Land.

NOW THIS AGREEMENT WITNESSED AND THE PARTIES AGREE AND COVENANT AS FOLLOWS:

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1. Without limiting the operation or effect which this Agreement otherwise has, the parties hereto acknowledge that this Agreement is made pursuant to the provisions of Section 173 of the Planning and Environment Act 1987.

2. This Agreement shall come into force immediately upon execution by both parties hereto and shall run with the Land.

3. (1) Despite any obligation at law which the Owner or occupier of that part of the Land which is shown on the endorsed Plan to the Permit (a copy of which Plan is attached) as Lot 1 ("Lot 1")

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may have, the Owner of that part of the Land which is shown as Lot 2 ("Lot 2") shall make a financial contribution to the Council in accordance with this clause towards works compromising:

- (a) construction of the southern half (southern carriageway) of that portion of Sayers Road as adjoins Lot 1; and
- (b) the adequate, proper and effective drainage of Lot 1

(whether by way of initial construction, reconstruction or upgrading) contemporaneously

with and as part of any future development or subdivision of Lot 2 (even though apart from this Agreement such obligation may not have otherwise arisen in relation to either or both of Lot 1 or Lot 2 or on the Owner or occupier of either or both Lot 1 or Lot 2).

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(2) The actual contribution to be paid by the Owner for the works in the preceding sub-clause shall be as determined and certified by the Council's City Engineer, having regard to sub-clause (3) and shall be paid by the Owner to the Council forthwith upon demand and prior to the issue of any Statement of Compliance for any future subdivision of Lot 2.

(3) The contribution to be paid shall be determined and certified by the Council's City Engineer

having regard to the estimated cost of construction (including a supervision fee not exceeding 3.25% of the actual costs of the works) of the southern carriageway of Sayers Road for its full length adjoining cell A in the Werribee North East Local Structure Plan, and multiplying it by the area of Lot 1 as a percentage of the total area of all land included in cell A, so as to provide for an equitable contribution on a pro-rata lot area basis.

(4) For the purposes of this Clause but without

limiting the operation of sub-clause (1),

construction and any variation of that word to the extent that it relates to Sayers Road includes the construction (which without

limiting the generality of that term shall include the meaning that it would have (but not

limited to a private street) by virtue of

Section 575(1) Local Government Act 1958) of the road, kerb, channelling, footpaths, car-parking spaces, naturestrips, landscaping, light

bollards and street structures and furniture and any necessary installation, removal or

alteration of services of a public authority on the road or part of the road (as the case may

be) in respect to which the obligation of the Owner exists.

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4. Without affecting the generality of Clause 11(1)(a) and (c) and Clause 17, the Owner of Lot 1:

- (a) hereby irrevocably licenses the Owner of Lot 2 and the Council and its employees, agents and contractors to enter upon any part of Lot 1; and
- (b) will sign and execute all such further documents and deeds and do all acts and things as the Owner of Lot 2 and the Council shall reasonably require

for the purposes of giving effect to Clause 3 of this Agreement and enabling the Owner of Lot 2 and the Council to carry out the obligations imposed on the Owner of Lot 2 and the Council by that Clause.

5. (1) Whenever herein appearing the word "Owner" (if the Owner holds the Land in a trust capacity) shall include the beneficiaries of the trust in relation to which it holds such Land. Where such trust relationship exists, the Owner in executing this Agreement does so intending to assume not only personal liability but also to bind the trust for which it acts as trustee.

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(2) In this Agreement where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have, unless the contrary intention appears, corresponding meanings.

(3) Whenever herein appearing the word "Council" shall include its successors (including its successors as Responsible Authority for the town

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planning controls in which case any reference to the holder of an office with the Council shall be deemed to be a reference to such office of the successor Responsible Authority as that Responsible Authority may designate).

(4) Where the Owner is constituted by more than one person, any obligation imposed by this Agreement on the Owner shall be imposed on those persons jointly and severally.

6. (1) The expression "Owner" shall be deemed to include its successors, assigns and transferees and the obligations imposed upon and assumed by the Owner shall also be binding on its

successors, transferees, purchasers, mortgagees, assigns and any person obtaining possession of part of a planning process under the Planning and Enforcement Act 1987. The document must not be used for any purpose which may breach any copyright.

the whole or part of the Land (hereinafter called the "Successors") as if each of those Successors had separately executed this Agreement in addition to Peter Said and Rose Said.

(2) Without limiting the operation or effect which this Agreement has apart from this Sub-clause, the Owner shall ensure that its Successors;
(a) give effect to and do all acts and sign all documents as to require them to give effect to this Agreement; and
(b) execute under seal a Deed agreeing to be bound by the terms of this Agreement

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and thereupon this Agreement shall continue as if executed by such Successors as well as by the parties hereto and as if the Successors' names appeared in each place in which the name of the Owner appears and additional to the name of the Owner.

(3) The obligations imposed on the Owner by Sub-Clause (2) shall be suspended for such time as there appears a memorandum of this Agreement in the Register Book at the Office of the Registrar of Titles.

(4) ~~Despite the fact that by virtue of this Clause or otherwise another person may become liable for the obligations of the Owner under this Agreement, Peter Said and Rose Said shall not cease to be liable to comply with this Agreement until such compliance shall have been discharged by performance of the obligation or by specific discharge by the Council.~~

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7. (1) Where this Agreement makes reference to a legislative enactment or a provision in that enactment that reference shall be construed as a reference to that enactment or provision as amended, re-enacted or remade (with or without modification) from time to time or a corresponding future enactment or provision.

(2) Without affecting the generality of sub-clause

(1) hereof in this Agreement "Planning Scheme" includes any planning control in the form of or similar to a planning scheme and being a successor to the Werribee Planning Scheme.

8. (1) In the event of the Owner failing to pay any monies due under this Agreement within 14 days of demand on it by the Council to do so, the Owner shall pay to the Council interest from the relevant date until the date when such money is paid, such interest being:

(a) at the rate that is applicable from time to time for the purposes of

Section 386 Local Government Act 1958;

(b) if there is no rate prescribed for the purposes of Section 386 Local Government Act 1958, then such rate

from time to time as the Council may be authorized by legislation to fix for

interest on unpaid rates and charges;

or

(c) if paragraphs (a) and (b) are not applicable then at a rate of 2% higher than the rate from time to time fixed under Section 2 of the Penalty Interest Rates Act 1983.

(2) Any payments made pursuant to this Agreement shall be appropriated firstly towards the interest and thereafter towards the principal

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sum.

9. (1) For better securing compliance with this Agreement, the Owner hereby charges in favour of the Council all the Owner's estate and interest legal and equitable in the Land to the extent of the obligations imposed pursuant to this Agreement and to the amount of any monies which may be payable by the Owner to the Council under this Agreement. Save always that nothing in the foregoing shall prevent the Owner from mortgaging by way of registered mortgage or otherwise such Land or any part thereof for the

purposes of raising funds to facilitate the development thereof.

(2) Without derogating from its obligation at law, the Owner's obligations under this Agreement shall only cease when it has been terminated in accordance with the relevant legislation.

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10. In the event of the Owner failing to comply with the provisions hereof, the Municipal Clerk of the Council may cause to be served on the Owner a notice in writing specifying the works, matters and things, (hereinafter called the "Remedial Works") in respect of which the Owner is in default and should such default continue for thirty days or such longer period as the Council allows (having regard to delays caused by circumstances beyond the control of the Owner and to which the Owner has not contributed) (hereinafter called the "Prescribed Period")

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after the service of such notice, the Council may by its officers, employees, agents and contractors enter upon the Land and cause such Remedial Works to be carried out. Any notice or demand served on the Owner pursuant to this Clause may set out the costs (as estimated by the City Engineer and stated in such notice) of carrying out such Remedial Works to remedy the default as aforesaid and in the event of the Owner not complying with such notice within the Prescribed Period the Municipal Clerk may cause to be served on the Owner a demand in writing for the amount of the cost estimated as aforesaid and the amount thereof shall be forthwith paid by the Owner to the Council. As soon as may be practicable after the completion of such Remedial Works, the Engineer shall certify the actual costs thereof to the Council and the difference between such actual costs and the estimated costs paid to the Council pursuant to this Clause shall be paid by the Owner to the Council or by the Council to the Owner as the case may require.

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11. (1) For better securing compliance with this

Agreement, the Owner :-

- (a) hereby appoints the Council as its lawful attorney to do all things the Owner is capable of doing for the purposes of giving effect to this Agreement or necessary to give effect to any of the duties or obligations imposed on the Owner pursuant to this

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A092210/md/tz/

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Agreement and hereby authorises the Council to do so and will ratify whatever the Council shall lawfully do or cause to be done by virtue of this Power of Attorney;

(b) shall forthwith on demand made on it by the Council pay the reasonable costs and expenses (including building costs) of and incidental to the Council exercising its powers pursuant to this Agreement; and

(c) hereby irrevocably licenses the Council and its officers, employees, agents and

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contractors to enter upon any part of the Land and for the purposes of giving effect to this Agreement.

(2) The operation of Sub-clause (1) hereof shall be suspended until or unless there has been default for thirty days in compliance with Clause 3, 4, 6, 8-10 (inclusive), 12, 14 or 17 hereof.

12. (1) The Council and the Owner shall do all things necessary (including signing any further agreement, acknowledgement or document) to enable the Council to enter a memorandum of this Agreement on the Certificate of Title to the Land in accordance with Section 181 of the Planning and Environment Act 1987.

(2) No plan of subdivision of the Land or any part

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of it (whether pursuant to the Permit or otherwise) and no Instrument of Transfer in respect to the Land or any part of it shall be lodged at the Land Titles Office for registration or approval prior to this Section 173 Agreement and a Section 181 Memorandum having been lodged by or on behalf of the Council and entered on the Certificate of Title to the Land.

13. The Owner warrants and covenants that:

- (a) it is both the registered proprietor (or entitled to be so) and the beneficial owner of the Land;
- (b) there are no mortgages, liens, charges, easements or other encumbrances or any rights in or over the Land or any part of it which are not disclosed by the usual searches;
- (c) the Land or any part of it is not subject to any rights obtained by adverse possession or subject to any easements, rights or encumbrances mentioned in Section 42 of the Transfer of Land Act 1958; and
- (d) it has not granted any option or entered into any Contract of Sale or Lease in regard to the Land or any part thereof which options, contract or lease is still subsisting.

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14. The Owner shall not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or

any part thereof without first disclosing to its successors the existence and nature of this Agreement.

15. The Owner shall forthwith on demand pay to the Council the Council's costs and expenses (as between the Solicitor and own client) of and incidental to this Agreement and of any consequent thereon, relating thereto, pursuant thereto or in furtherance thereof (including, but without limiting the generality of the foregoing, anything done in anticipation of this Agreement and the enforcement of any obligations imposed on the Owner herein). To the extent that any of such costs and expenses constitute legal professional costs, the Council may have them assessed by the Law Institute of Victoria Costs Service and, in that event, the parties shall be bound by the amount of such assessment with any fee for obtaining such assessment being borne equally by the Owner and the Council.

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16. Any notice hereunder may be served by delivering the same to the Owner at his address aforesaid or by putting the same into the post in a prepaid certified envelope addressed to the Owner at his address aforesaid and any notice posted shall be conclusively deemed to have been served at the expiration of 24 hours from the time of posting.

17. Each of the Council and the Owner shall respectively sign and execute all such further documents and deeds and do all acts and things as the other party shall reasonably require for completely effectuating this Agreement.

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IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first hereinbefore written.

THE COMMON SEAL of THE MAYOR
COUNCILLORS AND CITIZENS OF THE
CITY OF WERRIBEE was hereunto
affixed in the presence of:-

..... Mayor
..... Councillor
..... Municipal Clerk

SIGNED SEALED AND DELIVERED by the
said PETER SAID in Victoria
in the presence of:

Peter Said

R. Lee

SIGNED SEALED AND DELIVERED by the
said ROSE SAID in Victoria
in the presence of:

Rose Said

R. Lee

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PLAN OF SUBDIVISION

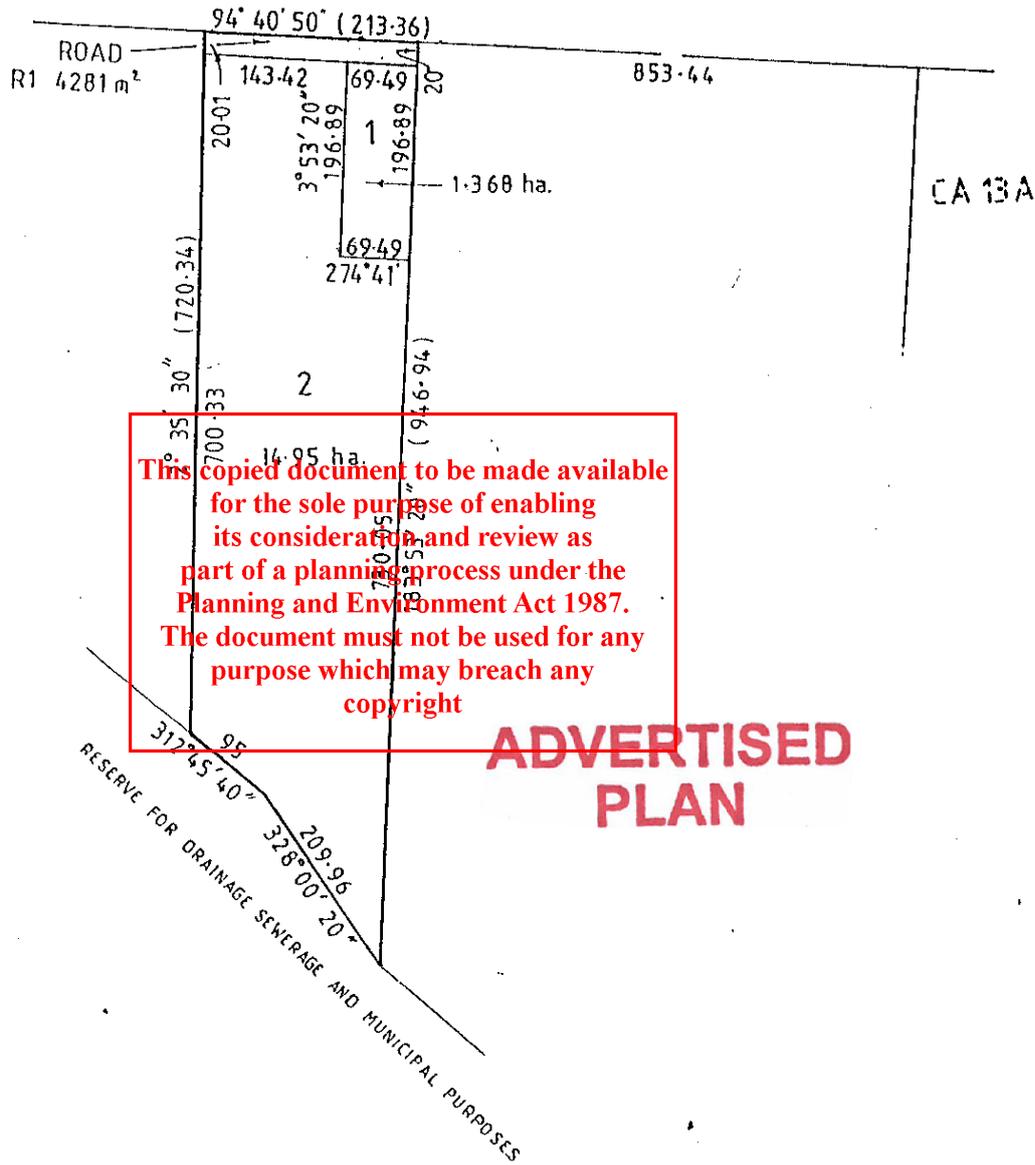
PLAN NUMBER
P.S. 315334 P

Planning and Environment Act 1987.

Plan submitted to the Council for the Land
Application No. WPS 3376

[Signature]
Director, Planning Building & Special Projects
31. 8. 92

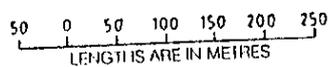
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NOONANS SURVEYORS
13 BRIGHTON ROAD
ST. KILDA 3102
PH. (03) 534 0581



ORIGINAL SCALE SHEET SIZE
1:5000 A3

LICENSED SURVEYOR (PRINT) STEPHEN J. MCCARTHY
SIGNATURE DATE / /
REF 5935 VERSION D

SHEET 2 OF 2 SHEETS

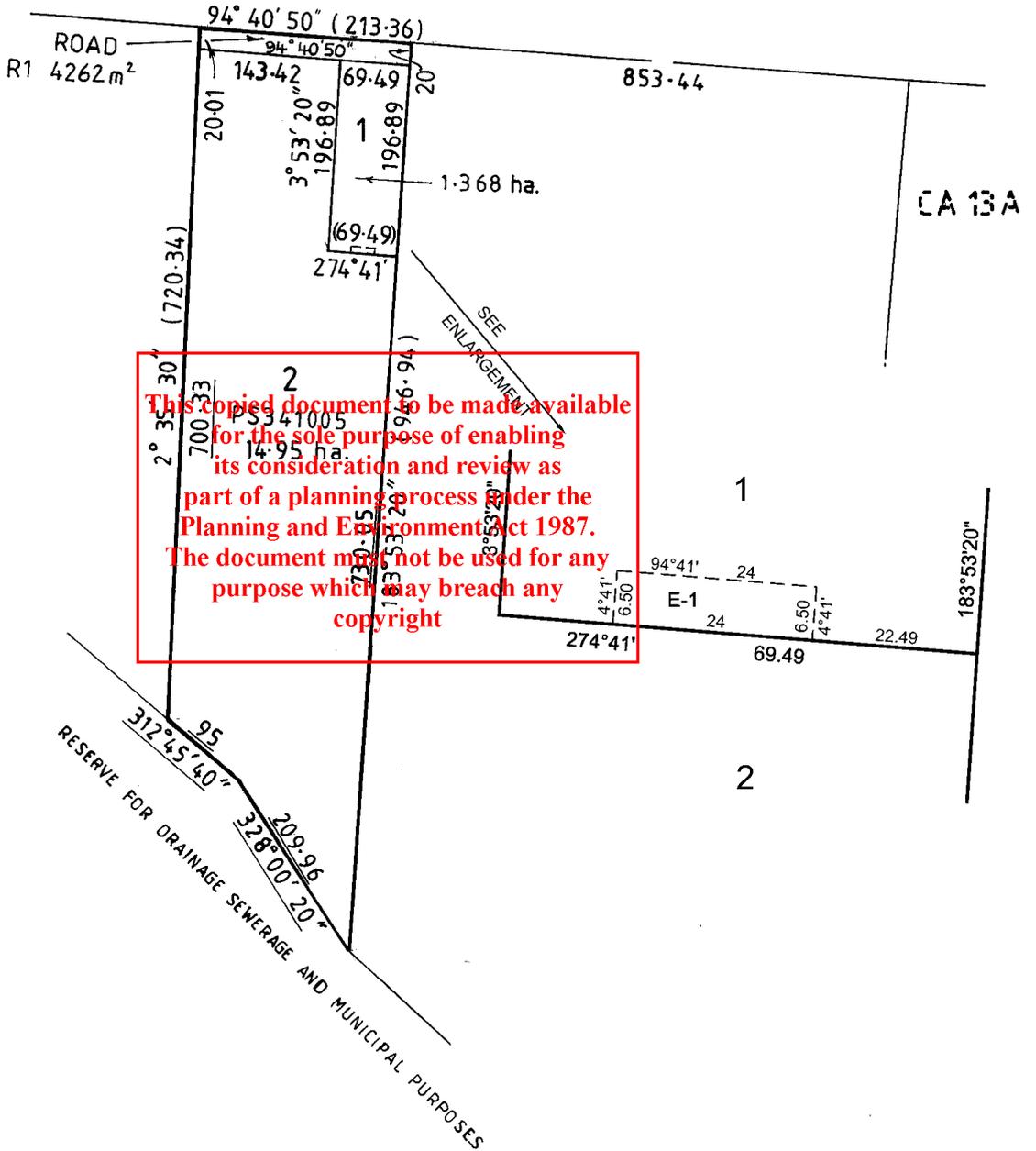
DATE / /
COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

PLAN NUMBER
P.S. 315334 P

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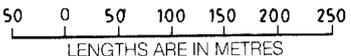
SAYERS ROAD



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APPROX TRUE NORTH

NOONANS SURVEYORS 13 BRIGHTON ROAD
ST. KILDA 3182
PH. (03) 594 0581



ORIGINAL
SCALE SHEET SIZE
1:5000 A3

LICENSED SURVEYOR (PRINT) STEPHEN J. MCCARTHY
SIGNATURE DATE 7 / 4 / 92
REF 5935 VERSION D

SHEET 2 OF 2 SHEETS
DATE 21 / 1 / 93
COUNCIL DELEGATE SIGNATURE

MODIFICATION TABLE
RECORD OF ALL ADDITIONS OR CHANGES
TO THE PLAN

PLAN NUMBER
P S 3 1 5 3 3 4

LAND	MODIFICATION	DEALING REFERENCE	DATE AND TIME		NEW EDITION NUMBER	SIGNATURE OF ASSISTANT REGISTRAR OF TITLES
			DATE	TIME		
2	RESUBVISION	P S 3 1 5 3 3 4			2	
1	CREATION OF EASEMENT	AY62560K	4/12/24		3	H.Y.

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