

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

Page 1 of 2

VOLUME 11853 FOLIO 869

Security no : 124107850467K
Produced 25/07/2023 08:18 AM

LAND DESCRIPTION

Lot 29 on Plan of Subdivision 739561M.
PARENT TITLE Volume 11584 Folio 599
Created by instrument PS739561M 14/02/2017

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors

This copied document is 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 copyright legislation.

PLEASE NOTE: The plan/s that are being provided to you may not reflect what is ultimately approved by Council however they are the most recent version as at the date shown below:

Date Plans Provided: 2/11/2023

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AQ324622W 07/10/2017
NATIONAL AUSTRALIA BANK LTD

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
AJ334962A 24/11/2011

AGREEMENT Section 173 Planning and Environment Act 1987
AJ354228S 05/12/2011

NOTICE Section 45 Melbourne Strategic Assessment (Environment Mitigation Levy) 2020
AT390546L 01/07/2020

DIAGRAM LOCATION

SEE PS739561M FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 39 DUNMORE DRIVE TRUGANINA VIC 3029

ADMINISTRATIVE NOTICES

NIL

eCT Control 00009E NATIONAL AUSTRALIA BANK
Effective from 07/10/2017

WYNDHAM CITY COUNCIL
Town Planning
Advertised Documents

Plan: 1 of 27

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

Page 2 of 2

DOCUMENT END

This copied document is 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 copyright legislation.

PLEASE NOTE: The plan/s that are being provided to you may not reflect what is ultimately approved by Council however they are the most recent version as at the date shown below:

Date Plans Provided: 2/11/2023

**WYNDHAM CITY COUNCIL
Town Planning
Advertised Documents**

Plan: 2 of 27

Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Plan
Document Identification	PS739561M
Number of Pages (excluding this cover sheet)	2
Document Assembled	25/07/2023 08:21

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®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria 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 is 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 copyright legislation.

PLEASE NOTE: The plan/s that are being provided to you may not reflect what is ultimately approved by Council however they are the most recent version as at the date shown below:

Date Plans Provided: 2/11/2023

WYNDHAM CITY COUNCIL
Town Planning
Advertised Documents

Plan: 3 of 27

PLAN OF SUBDIVISION			EDITION 1	PS 739561M
LOCATION OF LAND PARISH: TRUGANINA TOWNSHIP: - SECTION: 25 CROWN ALLOTMENTS: 1 (PART) & 4 (PART) CROWN PORTION: - TITLE REFERENCE: C/T VOL 11584 FOL 599 LAST PLAN REFERENCE: PS 725959J, LOT 20 POSTAL ADDRESS: 44 PERMAS WAY, (at time of subdivision) TRUGANINA, VIC. 3029 MGA94 CO-ORDINATES: E: 300 910 ZONE: 55 (of approx centre of land N: 5812 130 in plan)			Council Name: Wyndham City Council Council Reference Number: WYS3556/16 Planning Permit Reference: WYP8944/16 SPEAR Reference Number: S080371J Certification This plan is certified under section 6 of the Subdivision Act 1988 Public Open Space A requirement for public open space under section 18 of the Subdivision Act 1988 Has not been made at Certification Digitally signed by: Annette Susan Monk for Wyndham City Council on 28/07/2016	
VESTING OF ROADS AND/OR RESERVES			Notations	
IDENTIFIER	COUNCIL/BODY/PERSON		Land being subdivided is enclosed within thick continuous lines <u>Lots 1 to 26 (both inclusive) have been omitted from this plan.</u> <div style="border: 2px solid red; padding: 10px; margin: 10px 0;"> <p style="color: red; text-align: center;">This copied document is 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 copyright legislation.</p> <p style="color: red; text-align: center;">PLEASE NOTE: The plan/s that are being provided to you may NOT reflect what is ultimately approved by Council however they are the most recent version as at the date shown below:</p> <p style="color: red; text-align: center;">Date Plans Provided: 2/11/2023</p> </div>	
NIL				
NOTATIONS				
DEPTH LIMITATION: DOES NOT APPLY				
SURVEY: This plan is not based on survey STAGING: This is not a staged subdivision Planning Permit No. This survey has been connected to permanent marks No(s). 109 & 111 In Proclaimed Survey Area No. -				
EASEMENT INFORMATION				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour of
E-1	Drainage	2.50	This Plan	Land in this Plan & City of Wyndham <div style="border: 2px solid red; padding: 10px; margin: 10px 0; text-align: center;"> <p style="color: red; font-weight: bold;">WYNDHAM CITY COUNCIL</p> <p style="color: red; font-weight: bold;">Town Planning</p> <p style="color: red; font-weight: bold;">Advertised Documents</p> <p style="color: red; font-weight: bold; font-size: 1.2em;">Plan: 4 of 27</p> </div>
WYNDHAM INDUSTRIAL ESTATE - STAGE 5 (5 LOTS)				AREA OF STAGE - 2.329ha
<div style="margin-top: 5px;"> 469 La Trobe Street PO Box 16084 Melbourne Vic 8007 T 61 3 9993 7888 spiire.com.au </div>		SURVEYORS FILE REF: 302104SV01 Digitally signed by: Mark Oswald Stansfield (Spiire Australia Pty Ltd), Surveyor's Plan Version (4), 10/06/2016	ORIGINAL SHEET SIZE: A3 PLAN REGISTERED TIME: 9:12am DATE: 14/02/17 Assistant Registrar of Titles G Venn	SHEET 1 OF 2

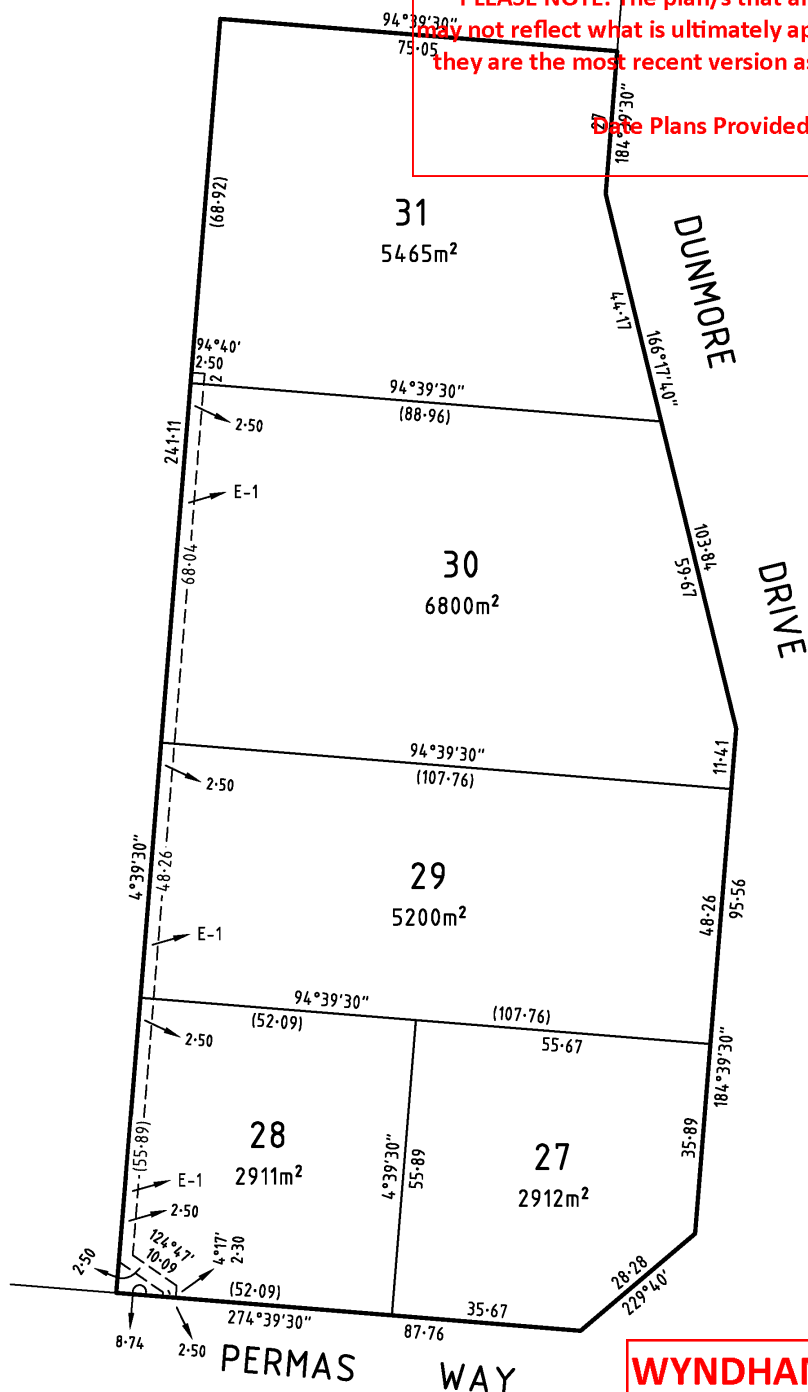
PS 739561M



This copied document is 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 copyright legislation.

PLEASE NOTE: The plan/s that are being provided to you may not reflect what is ultimately approved by Council however they are the most recent version as at the date shown below:

Date Plans Provided: 2/11/2023



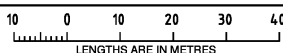
WYNDHAM CITY COUNCIL
Town Planning
Advertised Documents

Plan: 5 of 27



469 La Trobe Street
PO Box 16084
Melbourne Vic 8007
T 61 3 9993 7888
spiire.com.au

SCALE
1: 1000



Digitally signed by: Mark Oswald Stansfield (Spiire Australia Pty Ltd),
Surveyor's Plan Version (4),
10/06/2016

ORIGINAL SHEET
SIZE: A3

SHEET 2

Digitally signed by:
Wyndham City Council,
28/07/2016,
SPEAR Ref: S080371J

Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Instrument
Document Identification	AJ354228S
Number of Pages (excluding this cover sheet)	10
Document Assembled	25/07/2023 08:21

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®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria 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 is 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 copyright legislation.

PLEASE NOTE: The plan/s that are being provided to you may not reflect what is ultimately approved by Council however they are the most recent version as at the date shown below:

Date Plans Provided: 2/11/2023

**WYNDHAM CITY COUNCIL
Town Planning
Advertised Documents**

Plan: 6 of 27

AJ354228S



Application by a responsible authority for the making of a recording of an agreement

Section 181. Planning and Environment Act 1987

Lodged by

Name: CPG AUSTRALIA P/L (MARK STANSFIELD)
Phone: 9993 7890
Address: 469 Latrobe Street Melbourne 3000
Ref:
Customer Code: 11396 G

The Authority having made an agreement referred to in Section 181[1] of the *Planning and Environment Act 1987* requires a recording to be made in the Register for the land.

Land: Lot 5 on PS432889L, being the land described in Volume 10504 Folio 147

Authority: Wyndham City Council, Wyndham Civic Centre, 45 Princes Highway, Werribee, Victoria 3030.

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

A copy of the agreement is attached to this application.

Signature for the Authority:

Name of officer:

Kerry Thompson

Office held:

Chief Executive Officer

Date:

25th November 2011

This copied document is 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 copyright legislation.

PLEASE NOTE: The plan/s that are being provided to you may not reflect what is ultimately approved by Council however they are the most recent version as at the date shown below:

Date Plans Provided: 2/11/2023

WYNDHAM CITY COUNCIL
Town Planning
Advertised Documents

Plan: 7 of 27

AJ354228S

05/12/2011

\$107.50

173



PLANNING AGREEMENT

T. Fitzgerald Investments Pty Ltd

(“the Owner”)

and

WYNDHAM CITY COUNCIL

This copied document is 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 copyright legislation.

PLEASE NOTE: The plan/s that are being provided to you may not reflect what is ultimately approved by Council however they are the most recent version as at the date shown below:

Date Plans Provided: 2/11/2023

WYNDHAM CITY COUNCIL
Town Planning
Advertised Documents

Plan: 8 of 27

THIS AGREEMENT is made the 15th day of November 2011 pursuant to Section 173 of the *Planning and Environment Act 1987* ("the Act").

PARTIES:

1. Wyndham City Council of Civic Centre, 45 Princes Highway, Werribee, Victoria 3030 ("the Responsible Authority"); and
2. T. Fitzgerald Investments Pty Ltd, 1/134 Pascoe Vale Road, Moonee Ponds, Victoria, 3039 ("the Owner")

This copied document is 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 copyright legislation.

PLEASE NOTE: The plan/s that are being provided to you may not reflect what is ultimately approved by Council however they are the most recent version as at the date shown below:

Date Plans Provided: 2/11/2023

AJ354228S



RECITALS:

- A. The Responsible Authority is responsible for the administration and implementation of the Wyndham planning scheme ("the planning scheme") pursuant to the provisions of the *Planning and Environment Act 1987* ("the Act").
- B. The Owner is the registered proprietor of the land known as Lot 5 Dohertys Road, Truganina, shown as Lot 5 on PS432889L and described in certificate of title volume 10504 folio 147 ("the land").
- C. The Owner and Responsible Authority agree that development contributions and an open space contribution shall be made generally in accordance with the 1999 Wyndham Industrial Estate Overall Development Plan, except to the extent that the requirements as they relate to the West Industry Park land are modified and moderated by the provisions of the draft "Wyndham Industrial Estate Development Contributions Plan" dated June 2007 ("the DCP") or any subsequent replacement policy.
- D. The Owner and Responsible Authority record their agreement on the terms set out in this deed.

IT IS AGREED THAT:

1. Without limiting the operation or effect which this agreement otherwise has, the parties acknowledge that this agreement is made pursuant to the provisions of Section 173 of the Act.
2. This agreement shall come into force immediately upon execution by the parties and shall run with the title to the land.

Interpretation

3. The parties agree that in the interpretation of this agreement:
 - 3.1 "Owner" shall be deemed to include the Owner's successors, assignees and transferees and the obligations imposed upon and assumed by the Owner in respect of the land of which it is registered as proprietor shall also be binding on their successors, transferees, purchasers, mortgagees, assigns and any person obtaining possession of whole or part of the land ("the successors") as if each of those successors had separately executed this agreement;
 - 3.2 "Gross developable area" means the area as described in the notes to the Schedule;
 - 3.3 "Net developable area" means the area as described in the notes to the Schedule;

WYNDHAM CITY COUNCIL
Town Planning
Advertised Documents
Plan: 9 of 27

Plan: 10 of 27

3

This copied document is 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 copyright legislation.



PLEASE NOTE: The plan/s that are being provided to you may not reflect what is ultimately approved by Council however they are the most recent version as at the date shown below:

Date Plans Provided: 2/11/2023

- 3.4 **"Roads and major pathway works"** means road and traffic works on arterial and sub-arterial roads and major connecting pathways that need to be provided or upgraded as a consequence of urban development in the Truganina area, including the development and use of the land;
- 3.5 **"Road reservation"** mean the 15 metre road widening required across the entire Dohertys Road frontage of the land;
- 3.6 **"CPI"** means the most recently issued quarterly Consumer Price Index (All Groups Melbourne) at the date on which any contribution is made; and
- 3.7 **"Tribunal"** means the Victorian Civil and Administrative Tribunal.
4. The parties agree that in the interpretation of this agreement:
 - 4.1 The singular includes the plural and the plural includes the singular;
 - 4.2 A reference to a gender includes a reference to each other gender;
 - 4.3 A reference to a person includes a reference to a firm, corporation or other corporate body and their successors in law;
 - 4.4 If a party consists of more than one person this agreement binds them jointly and each of them severally;
 - 4.5 A reference to a statute shall include any statutes amending, consolidating or replacing same and any regulations made under such statutes;
 - 4.6 All headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this agreement; and
 - 4.7 The recitals to this agreement are and will be deemed to form part of this agreement including any terms defined within the recitals.

Jurisdiction

5. For the purposes of this agreement, the parties acknowledge that they are subject to the jurisdiction of the Act, the Victorian courts and the Victorian Civil and Administrative Tribunal for the enforcement of this agreement.

Severability

6. Notwithstanding clause 1, and in the event that this agreement is held not to be an agreement validly entered into or enforceable under the Act, it will nevertheless remain a contract between the parties and be enforceable as a contract in a court of competent jurisdiction in the State of Victoria.
7. If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this agreement is unenforceable, illegal or void then it shall be severed and the other provisions of this agreement shall remain operative.

Undertakings of the parties

8. The Owner agrees:
 - 8.1 That contributions shall be made towards the provision of infrastructure as specified in the Schedule;
 - 8.2 That the road reservation will be created and vested in the Responsible Authority as land in lieu of payment of contributions prior to commencement of the use or development of the land, at no cost to the Responsible Authority;

- 8.3 To make an open space contribution, comprising a 10 metre wide tree reserve across the entire Dohertys Road frontage of the land ("**the tree reserve**"), excluding approved road connections; and
 - 8.4 That the tree reserve described in clause 8.3 must be contributed before the commencement of building or works, or prior to the issue of a certificate of occupancy.
9. The parties agree:
- 9.1 That for the purpose of this Agreement, if any part of the land is to be compulsorily acquired by or otherwise transferred to or vested in the Responsible Authority or with its consent by any other government or public provider of roads and, pathways, the value of that part of the land shall be fixed at \$150,000 per hectare, but adjusted by CPI for the increase between the June 2003 quarter and the most recently issued quarterly index prior to the date on which payment for the land is made or a credit for the value of the land is given. The Owner acknowledges acceptance of the basis for establishing the value at which land is to be acquired as set out in this clause because it represents the same basis as that used by the Responsible Authority to assess the level of the various contributions payable by the Owner pursuant to this agreement;
 - 9.2 That in the event that any part of the land is to be acquired in any manner from the Owner by the Responsible Authority or with its consent by any other government or public provider for the purpose of providing an upgrade to the arterial road network servicing the land or the open space contribution, the value of such part or parts of the land will be allocated as a credit towards the same class of contributions payable by the Owner pursuant to this agreement, as shown in the Schedule (for example, land for arterial road reservations can be credited towards contributions required for roads, being the contributions required under clause 8.1);
 - 9.3 That in the event of the Responsible Authority accepting that the Owner may undertake works in lieu of payment of contributions required under clause 8.1, the Owner undertakes and agrees:
 - 9.3.1 To prepare plans ("**the works plans**") in accordance with the policy framework, (to the extent that an agreement on works in lieu may reasonably limit such costs to levels which the Responsible Authority would incur if it undertook the work), addressing items of infrastructure identified in the Schedule to this agreement;
 - 9.3.2 To submit the works plans for approval by the Responsible Authority;
 - 9.3.3 To complete the works shown on the approved works plans to the reasonable satisfaction of the Responsible Authority; and
 - 9.3.4 To arrange for the works shown on the approved works plans to be carried out under the direct supervision of the Chief Executive Officer of the responsible authority ("**the CEO**") or the CEO's delegate or nominee to the reasonable satisfaction of the responsible authority; and
- 9.3.5 In respect of any public works which arise under the provisions of the Subdivision Act 1988, the supervision described in clause 9.3.4 shall be in accordance with the rights and obligations under the Act.

This copied document is 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 copyright legislation.

PLEASE NOTE: The plan/s that are being provided to you may not reflect what is ultimately approved by Council however they are the most recent version as at the date shown below:

Date Plans Provided: 2/11/2023

WYNDHAM CITY COUNCIL
Town Planning
Advertised Documents
AJ354228S
05/12/2011 \$107.50 173
Plan: 11 of 27

**Town Planning
Advertised Documents**

5

9.4 That works in lieu will be acceptable only to the extent to which they
Plan: 12 of 27 comprise:

9.4.1 If accepted by the Responsible Authority as consistent with clauses 9.4.2 to 9.4.4 inclusive, the development of the road reservation for Dohertys Road;

9.4.2 A legitimate priority, considering the needs of the growth front, the item's place in the Responsible Authority's Capital Works Program (if defined) and the Owner's needs where the item is integral and vital to the project; and

9.4.3 All or part of the final configuration of the relevant categories of infrastructure set out in the Schedule to this agreement. Works which are of a merely temporary nature will not be recognised for the purposes of determining the value to be attributed to works in lieu of contributions, but where viable components of temporary works will be economically salvageable or form part of the final configuration, they may be acceptable to the extent that they will reduce the cost of completion to the final configuration.

9.5 That works in lieu of payment will be include project management and supervision, design and construction costs if approved in writing, in advance, by the Responsible Authority;

9.6 That the value of the works in lieu to be attributed towards part satisfaction of the obligation of the Owner to make contributions under clause 8.1 is to be the GST exclusive cost of those works in lieu;

End of Agreement

10. Where the Owner has complied with their obligations under this agreement, in respect of a stage of a development of part of the land, the Responsible Authority shall advise Land Registry Victoria that this agreement no longer applies to the part of the land, and where all obligations under this agreement have been discharged, the parties agree this agreement will come to an end.

Disputes

11. In the event of any dispute between the parties concerning the interpretation or implementation of this agreement, such a dispute shall be referred to the Victorian Civil and Administrative Tribunal ("the tribunal") for resolution to the extent permitted by the Act. In the event of a dispute concerning any matter which is not referable to the tribunal pursuant to the Act, such matters shall be referred 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, for arbitration pursuant to the Commercial Arbitration Act 1984.

12. Where provision is made in this agreement that any matter is to be done to the satisfaction of the Responsible Authority or any of its officers and a dispute arises in relation thereto, such disputes shall be referred to the tribunal in accordance with Section 149 (1) (b) of the Act.

13. The parties shall be entitled to legal representation for the purposes of any arbitration or referral referred to under clauses 11 and 12. Unless the arbitrator, chairman, nominee or the tribunal shall otherwise direct, each party must bear its own costs.

This copied document is 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 copyright legislation.

PLEASE NOTE: The plan/s that are being provided to you may not reflect what is ultimately approved by Council however they are the most recent version as at the date shown below:

Date Plans Provided: 2/11/2023

AJ354228S

05/12/2011 \$107.50 173



**Town Planning
Advertised Documents**

6

Plan: 13 of 27
Owner's Covenants

14. The Owner warrants and covenants that:

- 14.1 The Owner is both the registered proprietor and the beneficial Owner of the Land;
- 14.2 There are no mortgages, liens, charges, easements or other encumbrances or any rights inherent in any person affecting the land and not disclosed by the usual searches; and
- 14.3 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*.

Registration of agreement

15. The Responsible Authority and the Owner shall do all things necessary (including signing any further agreement, acknowledgment or document) to enable the Responsible Authority to register this agreement on the certificate of title to the land in accordance with section 181 of the Act.
16. Without limiting the operation or effect which this agreement has, the Owner must ensure that until such time as this agreement is registered on the certificate of title to the land, successors in title shall be required to:
 - 16.1 Give effect to and do all acts and sign all documents which will require those successors to give effect to this agreement; and
 - 16.2 Execute under seal a deed agreeing to be bound by the terms of this agreement and upon such execution this agreement shall continue as if executed by such successors as well as by the parties to this agreement as if the successor's name appeared in each clause in which the names of the Owner appear and in addition to the name of the Owner.

Notification to Successors in Title

17. The Owner will not sell, transfer, assign or otherwise part with possession of the land or any part thereof until this agreement and the section 181 application has been lodged with Land Registry Victoria by or on behalf of the Responsible Authority and entered on the certificate of title to the land.
18. The Owner will not sell, transfer, assign or otherwise part with possession of the land or any part thereof without first disclosing to the intended purchaser, transferee or assignee the existence and nature of this agreement.
19. The Owner and the Responsible Authority acknowledge and agree that this agreement is made pursuant to Section 173 of the Act and during the period of this agreement the obligations imposed on the Owner are conditions on which the land may be used or developed for specified purposes and are intended to take effect as covenants which shall be annexed to and run at law and in equity with the land and bind the Owner, its successors in title, assignees and transferees and the registered proprietor and proprietors for the time being of the land and every part of the land.

Notice and communication

20. A notice or other communication is deemed served:
 - 20.1 If delivered, on the next following business day;
 - 20.2 If posted, on the expiration of two business days after the date of posting; or
 - 20.3 If sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

This copied document is 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 copyright legislation.

AJ3542263



PLEASE NOTE: The plan/s that are being provided to you may not reflect what is ultimately approved by Council however they are the best available Owner as of the date shown below:

Date Plans Provided: 2/11/2023

7

IN CONFIRMATION of their agreement the parties have executed this agreement on the date set out at the commencement of this agreement.

This copied document is 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 copyright legislation.

PLEASE NOTE: The plan/s that are being provided to you may not reflect what is ultimately approved by Council however they are the most recent version as at the date shown below:

Executed by

T. Fitzgerald Investments Pty Ltd

Date Plans Provided: 2/11/2023

ACN 119 836 350 pursuant to sub-section 127(1) of the Corporations Act by being signed by those persons who are authorised under its constitution to sign for the company

T. Fitzgerald

AJ354228S

05/12/2011 \$107.50 173


Sole

Director

Full Name

Tom Fitzgerald

Usual Address

62 The Strand

Newport

Company Secretary

Full Name

Usual Address

Signed for and on behalf of
WYNDHAM CITY COUNCIL pursuant to
Instrument of Delegation dated 21 June 2010

[Signature]

KERRY THOMPSON, CEO
NAME & POSITION TITLE

25.11.11
DATE

WYNDHAM CITY COUNCIL
Town Planning
Advertised Documents

Plan: 14 of 27

AJ354228S

05/12/2011 \$107.50 173



8

SCHEDULE

**CONTRIBUTIONS TO BE MADE IN ACCORDANCE WITH THE PROVISIONS
OF THIS AGREEMENT**

Infrastructure Item	Point at which Contribution is to be made	Value of Contribution to be indexed from 30 June 2011¹
A Land required for the Road Reserve (0.6267 ha @ \$186,941)	To be transferred to the Responsible Authority on the issue of a Statement of Compliance for the first subdivision of the land	An offset of \$117,156 will be allowed against the amount required in Item B
B Roads and major pathways	Prior to the issue of statements of compliance for any subdivision; or where there is no subdivision, before commencement of construction of any buildings and works, or before commencement of any new urban use, whichever occurs first, unless a planning permit for any subdivision, use or development includes a different trigger for that specific use or development ^{*2} , ^{*3}	\$22,114 per net developable hectare ^{*3}
C Open space/ tree reserve	Refer to clauses 8.3 and 8.4 (and sub-clauses thereof)	

Notes:

- ^{*1} The values in this Schedule are based on contributions by 30 June 2011. All contributions paid after this date are to be adjusted to CPI.
- ^{*2} The contributions towards roads and major pathways are to be used to upgrade the arterial and sub-arterial road network, in addition to providing major connecting pathways [other than along roads] in the area to which the DCP relates.

This copied document is 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 copyright legislation.

PLEASE NOTE: The plan/s that are being provided to you may not reflect what is ultimately approved by Council however they are the most recent version as at the date shown below:

Date Plans Provided: 2/11/2023

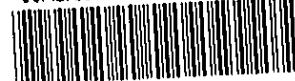
WYNDHAM CITY COUNCIL
Town Planning
Advertised Documents

Plan: 15 of 27

- ^{*3} Net developable area is the total site area (from time to time), minus arterial and sub-arterial road reservations, floodways in dedicated reservations, school sites, radio transmission tower sites and [except in calculating public open space requirements] the open space required by the Responsible Authority. Estate entry features, plantation and garden reserves and similar features are not omitted. At the date when this agreement is made, the net developable area is defined as 47.0271 hectares. If this changes during the course of the project, it may be adjusted in settling on the final payment.
- ^{*4} Gross developable area is the total site area, minus arterial and sub-arterial road reservations, and floodways in dedicated reservations that are not developable. Estate entry features, plantation and garden reserves and similar features are not omitted in calculating gross developable area which is only used for calculating public open space requirements in this agreement.

AJ354228S

05/12/2011 \$107.50 173



This copied document is 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 copyright legislation.

PLEASE NOTE: The plan/s that are being provided to you may not reflect what is ultimately approved by Council however they are the most recent version as at the date shown below:

Date Plans Provided: 2/11/2023

WYNDHAM CITY COUNCIL
Town Planning
Advertised Documents

Plan: 16 of 27

Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Instrument
Document Identification	AJ334962A
Number of Pages (excluding this cover sheet)	10
Document Assembled	25/07/2023 08:21

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®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria 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 is 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 copyright legislation.

PLEASE NOTE: The plan/s that are being provided to you may not reflect what is ultimately approved by Council however they are the most recent version as at the date shown below:

Date Plans Provided: 2/11/2023

WYNDHAM CITY COUNCIL
Town Planning
Advertised Documents

Plan: 17 of 27

Application by
Responsible Authority,
Relevant Authority,
Referral Authority or Council
for the making of a recording of an
agreement
Section 181(1) Planning and Environment Act 1987

AJ334962A

24/11/2011 \$107.50 173



Lodged by:

Name: Norton Rose Australia
Phone: 8686 6000
Address: RACV Tower, 485 Bourke Street, Melbourne
Ref: 2761066
Customer Code: 1724X

Privacy Collection Statement

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

The authority or council having made an agreement requires a recording to be made in the Register for the land.

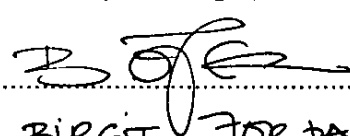
Land: Certificate of Title Volume 10504 Folio 147

Authority or council: Melbourne Water of 100 Wellington Rd.
East Melbourne

Section and Act under which agreement made: Section 21(1)(b)(ii) of the Subdivision Act 1988.

A copy of the agreement is attached to this application
~~Section 173 of the Planning and Environment Act 1987~~

Date: 23.11.2011

Signed: 

Name: BIRGIT JORDAN

Office held: SENIOR DEVELOPMENT ENGINEER

12/12/11
Amended
correct
all
for
Authority
JP

This copied document is 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 copyright legislation.

PLEASE NOTE: The plan/s that are being provided to you may not reflect what is ultimately approved by Council however they are the most recent version as at the date shown below:

Date Plans Provided: 2/11/2023

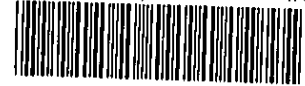
WYNDHAM CITY COUNCIL
Town Planning
Advertised Documents

Plan: 18 of 27

 **NORTON ROSE**

AJ334962A

24/11/2011 \$107.50 173



Dated

16/11/2011

Planning agreement

Parties

Melbourne Water Corporation

T Fitzgerald Investments Pty Ltd

Contact

Matthew Beazley

Norton Rose Australia

RACV Tower, 485 Bourke Street, Melbourne VIC 3000

Website: www.nortonrose.com

Our ref: MCB:2761066

This copied document is 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 copyright legislation.

PLEASE NOTE: The plan/s that are being provided to you may not reflect what is ultimately approved by Council however they are the most recent version as at the date shown below:

Date Plans Provided: 2/11/2023

WYNDHAM CITY COUNCIL
Town Planning
Advertised Documents

Plan: 19 of 27

AJ334962A

24/11/2011 \$107.50 173



Contents

1	Definitions	2
2	Interpretation	3
3	Specific Obligations of the Owner	4
4	Further Obligations of the Owner	4
5	Further Assurance	5
6	Agreement under Section 173 of the Act	5
7	Agreement runs with the land	5
8	Owner's Warranties	5
9	Planning Objectives	5
10	Successors in title	5
11	Goods and Service Tax	5
12	General Matters	6
13	Commencement of Agreement	7
14	Amendment	7
15	Counterparts	7
16	Ending of Agreement	7

This copied document is 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 copyright legislation.

PLEASE NOTE: The plan/s that are being provided to you may not reflect what is ultimately approved by Council however they are the most recent version as at the date shown below:

Date Plans Provided: 2/11/2023

WYNDHAM CITY COUNCIL
Town Planning
Advertised Documents

Plan: 20 of 27

**Town Planning
Advertised Documents**

Plan: **21 of 27** This agreement is made the day of
Planning and Environment Act 1987 (Act)

This copied document is 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 copyright legislation.

pursuant to Section 173 of the
PLEASE NOTE: The plan/s that are being provided to you may not reflect what is ultimately approved by Council however they are the most recent version as at the date shown below:

AJ334962A

Date Plans Provided: 2/11/2023 173



Parties:

Melbourne Water Corporation
of 100 Wellington Parade, East Melbourne in the State of Victoria
(**Melbourne Water**)

T Fitzgerald Investments Pty Ltd ACN 119 836 350 of "Walsh & Co Shop 1" 134-
136 Pascoe Vale Road Moonee Ponds in the State of Victoria
(**Owner**)

Recitals:

- A** Pursuant to section 21A of the Subdivision Act 1988, Melbourne Water is the responsible authority for the Agreement.
- B** The Owner is the registered proprietor or entitled to be registered as the proprietor of an estate in fee simple of the land described in Certificate of Title Volume 10504 Folio 147, Lot No 5 of Plan of Subdivision 432889L and generally known as 612 Dohertys Road, Truganina in the state of Victoria (**Land**).
- C** On 8 April 2008, the Wyndham City Council (**Council**) issued Planning Permit No. WYP1645/07 (**Planning Permit**). On 28 April 2008, the Council issued an amended Planning Permit to alter the conditions affected by the change in design of lots abutting Dohertys Road.
- D** This Agreement arises from the requirements of condition 39 of the Planning Permit.
- E** Condition 39 on the Planning Permit provides as follows:
- Prior to the issue of a Statement of Compliance, the Owner shall enter into and comply with an agreement with Melbourne Water Corporation, for the acceptance of surface and stormwater from the subject land directly or indirectly into Melbourne Water's drainage systems and waterways, the provision of drainage works and other matters in accordance with the statutory powers of Melbourne Water Corporation.*
- F** On 11 February 2011 pursuant to condition 39 of the Planning Permit, Melbourne Water provided Vaughan Constructions Pty Ltd, the developer of the Land, with an Offer of proposed Conditions of Agreement applicable to the subdivision (**Conditions of Agreement**) which provides that drainage contributions are to be paid within three months of the date of the Conditions of Agreement. Vaughan Constructions Pty Ltd accepted the Conditions of Agreement on 22 February 2011 on behalf of the Owner by signing the document entitled "Acceptance of Offer of Conditions of Agreement for the provision of Drainage Facilities".
- G** The parties enter into this Agreement to facilitate the requirements referred to in Recital E and F above.

It is agreed

1 Definitions

In this Agreement, the words and expressions set out in this clause have the following meanings unless the context admits otherwise:

- (1) **Act** means the Planning and Environment Act 1987;

**Town Planning
Advertised Documents**

Plan: 22 of 27

- 3 -

This copied document is 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 copyright legislation.

PLEASE NOTE: The plan/s that are being provided to you or its successor as the authority responsible may not reflect what is ultimately approved by Council however they are the most recent version as at the date shown below:

Date Plans Provided: 2/11/2023

- (2) **Agreement** means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement;
- (3) **Council** means Wyndham City Council or its successor as the authority responsible for administering and enforcing the Planning Scheme and includes its agents, officers employees, servants, workers and contractors
- (4) **GST Act** means the *New GST Tax System (Goods and Services Tax) Act 1999 (Cth)* (as amended) from time to time;
- (5) **Land** means the land described in Recital B;
- (6) **Letter of Release** means a letter from Melbourne Water certifying that all applicable conditions of the Conditions of Agreement have been complied with.
- (7) **Melbourne Water** means Melbourne Water Corporation (ABN 81 945 386 953) which is a referral authority and the relevant drainage authority for the Land.
- (8) **Owner** means the person or persons 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 Land or any part of it and includes a Mortgagee in possession;
- (9) **Planning Permit** means the Planning Permit described in Recital C including any plans endorsed pursuant to it;
- (10) **Planning Scheme** means the Wyndham Planning Scheme and any successor instrument or other planning scheme which applies to the Land;
- (11) **Tribunal** means the Victorian Civil and Administrative Tribunal.

AJ334962A

24/11/2011 \$107.50 173



2 Interpretation

In this Agreement, unless the context indicates otherwise:

- (1) A reference to this Agreement includes any variation or replacement of it.
- (2) The singular includes the plural and the plural includes the singular.
- (3) A reference to a gender includes a reference to each other gender.
- (4) A reference to a person includes a reference to a firm, corporation or other corporate body and their successors in law.
- (5) If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- (6) A reference to a statute includes any subordinate instruments made under that statute.
- (7) A reference to a statute includes any statutes amending, consolidating or replacing that statute.
- (8) All headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this Agreement.
- (9) The recitals to this Agreement are and will be deemed to form part of this Agreement including any terms defined within the Recitals.
- (10) A reference to the Council includes its agents, officers, employees, servants, workers and contractors.

- 4 -

- (11) The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Land provided that if the Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

This copied document is 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 break copyright legislation.
PLEASE NOTE: The plan/s that are being provided to you may not reflect what is ultimately approved by Council however they are the most recent version as at the date shown below:

Date Plans Provided: 2/11/2023

3 Specific Obligations of the Owner

The Owner agrees that:

- 3.1 It must pay drainage contributions to Melbourne Water upon request prior to a Letter of Release being issued or within 30 days of:

- (1) a planning permit being issued for any development on the Land or any lot created on the Land pursuant to the Planning Permit;
- (2) a planning permit being issued or consent to the certification of a plan of subdivision being given for any future subdivision of the Land; or
- (3) a contract for sale of the Land being entered into

whichever of these events occurs first.

- 3.2 The drainage contribution shall be calculated on 48.035 ha of land and the contribution rates current at the time of payment.

- 3.3 Upon issue of a planning permit for development or any future subdivision of the Land or upon entering into a contract for sale of the Land, it will immediately provide Melbourne Water with notification of the same.

4 Further Obligations of the Owner

The Owner further agrees that:

4.1 Notice and registration

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

4.2 Registration of Agreement

The owner will do all things necessary to enable Melbourne Water to make an application to the Registrar of Titles to make a recording of this Agreement on the Certificate of Title to the Land in accordance with Section 181 of the Act including the signing of any further agreement, acknowledgement or other document.

4.3 Melbourne Water's Costs to be Paid

The Owner must pay immediately on demand the reasonable costs of Melbourne Water of and incidental to the preparation, execution and registration, and enforcement of this Agreement.

4.4 Indemnity

The Owner agrees to indemnify and keep indemnified Melbourne Water from and against all costs, expenses, losses or damages that it may sustain, incur, suffer or be or become liable for or in respect of any suit, action, proceeding, judgment or claim brought by any person arising from or referable to this Agreement or any non-compliance with this Agreement.

AJ334962A

24/11/2011 \$107.50 173



WYNDHAM CITY COUNCIL
Town Planning
Advertised Documents

Plan: 23 of 27

This copied document is 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 copyright legislation.

PLEASE NOTE: The plan/s that are being provided to you may not reflect what is ultimately approved by Council however they are the most recent version as at the date shown below:

Date Plans Provided: 2/11/2023

4.5 Melbourne Water Access

The Owner must allow Melbourne Water to enter the Land at any reasonable time to assess compliance with this Agreement.

5 Further Assurance

The parties to this Agreement must do or cause to be done all things that are reasonably necessary to give effect to this Agreement.

6 Agreement under Section 173 of the Act

The parties acknowledge and agree that this Agreement is made pursuant to Section 173 of the Act.

7 Agreement runs with the land

The parties acknowledge and agree that the obligations in this Agreement take effect as covenants annexed to the Land that run at law and in equity with the Land and bind the Owner.

8 Owner's Warranties

Without limiting the operation or effect which this Agreement has, 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 Land.

9 Planning Objectives

The parties acknowledge that the provisions of this Agreement are intended to achieve or advance the objectives of planning in Victoria and the objectives of the Planning Scheme.

10 Successors in title

Without limiting the operation or effect which this Agreement has, the Owner must ensure that, until such time as a memorandum of this Agreement is registered on the title to the Land, successors in title must be required to:

- (1) give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- (2) execute a deed agreeing to be bound by the terms of this Agreement.

11 Goods and Service Tax

11.1 Definitions and Expressions

Expressions used in this Agreement that are defined in the *GST Act* have the same meaning as given to them in the *GST Act*, unless expressed to the contrary.

11.2 Amounts payable do not include GST

Each amount, of whatever description, specified as payable by one party to the other party under this Agreement is expressed as a GST exclusive amount unless specified to the contrary.

WYNDHAM CITY COUNCIL
Town Planning
Advertised Documents

Plan: 24 of 27



Town Planning Advertised Documents

This copied document is 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 copyright legislation.

Plan: 25 of 27

Date Plans Provided: 2/11/2023

A party's right to payment under Clause 11.3 is subject to a Tax Invoice being delivered to the Recipient.

12.1 Service of Notice

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

- (1) by delivering it personally on that party; or
- (2) by sending it by pre paid post, addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or
- (3) by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or pre paid post.

12.2 Time of Service

A notice or other communication is deemed served:

- (1) if delivered personally, on the next following business day;
- (2) if posted within Australia to an Australian address, two business days after the date of posting and in any other case, seven business days after the date of posting;
- (3) if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that day;
- (4) if received after 6.00pm in the place of receipt or on a day which is not a business day, at 9.00am on the next business day.

12.3 No Waiver

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

12.4 Jurisdiction

For the purposes of this Agreement, the parties acknowledge that they are subject to the jurisdiction of the Act and the Victorian Courts for the enforcement of this Agreement.

12.5 Severability

If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it shall be severed and the other provisions of this Agreement shall remain operative.

AJ334962A

24/11/2011 \$107.50 173



**Town Planning
Advertised Documents**

12.6 Disputes

Plan: 26 of 27

- 7 -

This copied document is 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 copyright legislation.

PLEASE NOTE: The plan/s that are being provided to you may not reflect what is ultimately approved by Council however they are the most recent version as at the date shown below:

Date Plans Provided: 2/11/2023

- (1) If there is a dispute between the parties concerning the interpretation or implementation of this Agreement, that dispute may be referred to the Tribunal for resolution to the extent permitted by the Act.
- (2) If there is a dispute concerning any matter which is not referable to the Tribunal under the Act, that dispute may be referred for 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 and Mediators, Australia or his nominee, for arbitration.
- (3) Where provision is made in this Agreement that any matter be done to the satisfaction of Melbourne Water or any of its officers and a dispute arises in relation to such provision, the dispute may be referred to the Tribunal in accordance with Section 149(1)(b) of the Act.
- (4) The parties will be entitled to legal representation for the purposes of any arbitration or referral referred to in Clauses (2) and (3). Unless the Arbitrator, Chairman, nominee or the Tribunal otherwise directs, each party must bear its own costs.

12.7 No Fettering of Melbourne Water's Powers

The parties acknowledge and agree that this Agreement does not fetter or restrict the power or discretion of Melbourne Water to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Land or relating to any use or development of the Land.

13 Commencement of Agreement

Unless otherwise provided in this Agreement, this Agreement commences from the date of this Agreement.

14 Amendment

Subject to the consent of the Minister responsible for administering the Act, the parties may agree in writing to amend this Agreement

15 Counterparts

This Agreement may be executed in counterparts. Each counterpart is an original but the counterparts together are one and the same agreement. This Agreement is binding on the parties on the exchange of the executed counterparts. A copy of the original executed counterpart sent by facsimile machine or email:

- (1) must be treated as an original counterpart;
- (2) is sufficient evidence of the execution of the original; and
- (3) may be produced in evidence for all purposes in place of the original.

AJ334962A

24/11/2011 \$107.50 173



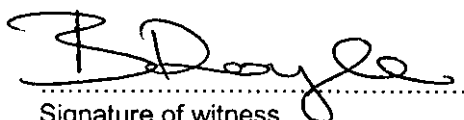
16 Ending of Agreement

- 16.1 This Agreement comes to an end within the meaning of Section 177(1) of the Act when the Owner has completed, to the satisfaction of Melbourne Water, all of the obligations imposed on it under this Agreement or otherwise by agreement between the parties in accordance with section 177(2) of the Act.
- 16.2 Once this Agreement ends, Melbourne Water will, within a reasonable time, following a request from the Owner and at the cost of the Owner, complete and 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.

Executed by the parties as a deed

Signed, sealed and delivered by
Melbourne Water Corporation
by its duly appointed attorney in the
presence of:



Signature of witness

Name (printed):

BERNADETTE DOYLE

)
)
)
)
)

Signature of attorney

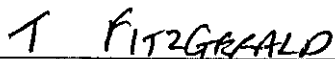
Name: Jane Denton

Position: Corporate Secretary

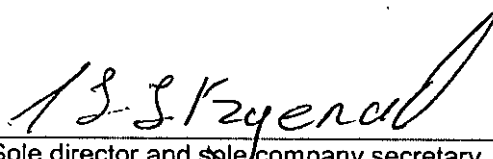
Date of power of attorney: 18 March 2011

By executing this deed the attorney states that
the attorney has received no notice of revocation
of the power of attorney.

Executed by **T Fitzgerald Investments
Pty Ltd** ACN 119 836 350 in accordance
with section 127 of the *Corporations Act*
2001:



Name of sole director and sole company
secretary (BLOCK LETTERS)



Sole director and sole company secretary

This copied document is 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 copyright legislation.

PLEASE NOTE: The plan/s that are being provided to you
may not reflect what is ultimately approved by Council however
they are the most recent version as at the date shown below:

Date Plans Provided: 2/11/2023

AJ334962A

24/11/2011 \$107.50 173


WYNDHAM CITY COUNCIL
Town Planning
Advertised Documents

Plan: 27 of 27