

Vendor Statement

The vendor makes this statement in respect of the land in accordance with section 32 of the *Sale of Land Act 1962*.

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.
The vendor may sign by electronic signature.

The purchaser acknowledges being given this statement signed by the vendor with the attached documents before the purchaser signed any contract.

Land	25 CINNAMON STREET, DROUIN VIC 3818
-------------	-------------------------------------

Vendor's name	Ackim Nkole Mwamba	Date	11 / 5 / 2026
Vendor's signature	Signed by: Ackim Mwamba C8E1FE9CAE69466...		
Vendor's name	Courtney Jade Mwamba	Date	11 / 5 / 2026
Vendor's signature	Signed by: Courtney Mwamba 2550E18178734D6...		

Purchaser's name	Date
Purchaser's signature	/ /
Purchaser's name	Date
Purchaser's signature	/ /



Jackie Walker - (03) 8521 1375
 ABN: 64 158 634 514
 Office) 6A Victoria Street, Warragul | (Post) PO Box 319 Warragul 3820
www.straightforwardconveyancing.com.au

1. FINANCIAL MATTERS

1.1 Particulars of any Rates, Taxes, Charges or Other Similar Outgoings (and any interest on them)

(a) ☒ Are contained in the attached certificate/s.

1.2 Particulars of any Charge (whether registered or not) imposed by or under any Act to secure an amount due under that Act, including the amount owing under the charge

Not Applicable

1.3 Terms Contract

This section 1.3 only applies if this vendor statement is in respect of a terms contract where the purchaser is obliged to make 2 or more payments (other than a deposit or final payment) to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land.

Not Applicable

1.4 Sale Subject to Mortgage

This section 1.4 only applies if this vendor statement is in respect of a contract which provides that any mortgage (whether registered or unregistered), is NOT to be discharged before the purchaser becomes entitled to possession or receipts of rents and profits.

Not Applicable

1.5 Commercial and Industrial Property Tax Reform Act 2024 (Vic) (CIPT Act)

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPC No.
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	☐ YES ☒ NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR ☒ Not applicable

2. INSURANCE

2.1 Damage and Destruction

This section 2.1 only applies if this vendor statement is in respect of a contract which does NOT provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits.

Not Applicable

2.2 Owner Builder

This section 2.2 only applies where there is a residence on the land that was constructed by an owner-builder within the preceding 6 years and section 137B of the Building Act 1993 applies to the residence.

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

(a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered):

☒ Is in the attached copies of title document/s

(b) Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easements, covenants or other similar restriction.

3.2 Road Access

There is NO access to the property by road if the square box is marked with an 'X' ☐

3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area within the meaning of section 192A of the *Building Act* 1993 if the square box is marked with an 'X' ☐

3.4 Planning Scheme

See attached.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the land, being a notice, order, declaration, report, recommendation or approved proposal of which the vendor might reasonably be expected to have knowledge:

Not Applicable

4.2 Agricultural Chemicals

There are NO notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes. However, if this is not the case, the details of any such notices, property management plans, reports or orders, are as follows:

NIL

4.3 Compulsory Acquisition

The particulars of any notices of intention to acquire that have been served under section 6 of the *Land Acquisition and Compensation Act* 1986 are as follows:

NIL

5. BUILDING PERMITS

Particulars of any building permit issued under the *Building Act* 1993 in the preceding 7 years (required only where there is a residence on the land):

Not Applicable

6. OWNERS CORPORATION

This section 6 only applies if the land is affected by an owners corporation within the meaning of the *Owners Corporations Act* 2006.

Not Applicable

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning and Environment Act* 1987.

Not Applicable

8. SERVICES

The services which are marked with an 'X' in the accompanying square box are NOT connected to the land:

Electricity supply ☐	Gas supply ☐	Water supply ☐	Sewerage ☐	Telephone services ☐
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9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

A Register Search Statement and the document, or part of a document, referred to as the 'diagram location' in that statement which identifies the land and its location.

10. SUBDIVISION

10.1 Unregistered Subdivision

This section 10.1 only applies if the land is subject to a subdivision which is not registered.

Not Applicable

10.2 Staged Subdivision

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the *Subdivision Act 1988*.

(a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.

(b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

(c) The proposals relating to subsequent stages that are known to the vendor are as follows:

NIL

(d) The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:

NIL

10.3 Further Plan of Subdivision

This section 10.3 only applies if the land is subject to a subdivision in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed.

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

(Disclosure of this information is not required under section 32 of the Sale of Land Act 1962 but may be included in this vendor statement for convenience.)

Details of any energy efficiency information required to be disclosed regarding a disclosure affected building or disclosure area affected area of a building as defined by the *Building Energy Efficiency Disclosure Act 2010* (Cth)

(a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and

(b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

12. DUE DILIGENCE CHECKLIST

(The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate agent must make a prescribed due diligence checklist available to purchasers before offering land for sale that is vacant residential land or land on which there is a residence. The due diligence checklist is NOT required to be provided with, or attached to, this vendor statement but the checklist may be attached as a matter of convenience.)

Is attached

13. GST NOTICE

The Purchaser is not required to make a payment under Section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cwlth) in relation to the supply of the above property.

14. ATTACHMENTS

(Any certificates, documents and other attachments may be annexed to this section 13)

(Additional information may be added to this section 13 where there is insufficient space in any of the earlier sections)

(Attached is an "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)

Due diligence checklist

What you need to know before buying a residential property

Before you buy a home, you should be aware of a range of issues that may affect that property and impose restrictions or obligations on you, if you buy it. This checklist aims to help you identify whether any of these issues will affect you. The questions are a starting point only and you may need to seek professional advice to answer some of them. You can find links to organisations and web pages that can help you learn more, by visiting the [Due diligence checklist page on the Consumer Affairs Victoria website](https://consumer.vic.gov.au/duediligencechecklist) (consumer.vic.gov.au/duediligencechecklist).

Urban living

Moving to the inner city?

High density areas are attractive for their entertainment and service areas, but these activities create increased traffic as well as noise and odours from businesses and people. Familiarising yourself with the character of the area will give you a balanced understanding of what to expect.

Is the property subject to an owners corporation?

If the property is part of a subdivision with common property such as driveways or grounds, it may be subject to an owners corporation. You may be required to pay fees and follow rules that restrict what you can do on your property, such as a ban on pet ownership.

Growth areas

Are you moving to a growth area?

You should investigate whether you will be required to pay a growth areas infrastructure contribution.

Flood and fire risk

Does this property experience flooding or bushfire?

Properties are sometimes subject to the risk of fire and flooding due to their location. You should properly investigate these risks and consider their implications for land management, buildings and insurance premiums.

Rural properties

Moving to the country?

If you are looking at property in a rural zone, consider:

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?

Can you build new dwellings?

Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

Is there any earth resource activity such as mining in the area?

You may wish to find out more about exploration, mining and quarrying activity on or near the property and consider the issue of petroleum, geothermal and greenhouse gas sequestration permits, leases and licences, extractive industry authorisations and mineral licences.

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

You should consider whether past activities, including the use of adjacent land, may have caused contamination at the site and whether this may prevent you from doing certain things to or on the land in the future.

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

You should compare the measurements shown on the title document with actual fences and buildings on the property, to make sure the boundaries match. If you have concerns about this, you can speak to your lawyer or conveyancer, or commission a site survey to establish property boundaries.

Planning controls

Can you change how the property is used, or the buildings on it?

All land is subject to a planning scheme, run by the local council. How the property is zoned and any overlays that may apply, will determine how the land can be used. This may restrict such things as whether you can build on vacant land or how you can alter or develop the land and its buildings over time.

The local council can give you advice about the planning scheme, as well as details of any other restrictions that may apply, such as design guidelines or bushfire safety design. There may also be restrictions – known as encumbrances – on the property's title, which prevent you from developing the property. You can find out about encumbrances by looking at the section 32 statement.

Are there any proposed or granted planning permits?

The local council can advise you if there are any proposed or issued planning permits for any properties close by. Significant developments in your area may change the local 'character' (predominant style of the area) and may increase noise or traffic near the property.

Safety

Is the building safe to live in?

Building laws are in place to ensure building safety. Professional building inspections can help you assess the property for electrical safety, possible illegal building work, adequate pool or spa fencing and the presence of asbestos, termites, or other potential hazards.

Building permits

Have any buildings or retaining walls on the property been altered, or do you plan to alter them?

There are laws and regulations about how buildings and retaining walls are constructed, which you may wish to investigate to ensure any completed or proposed building work is approved. The local council may be able to give you information about any building permits issued for recent building works done to the property, and what you must do to plan new work. You can also commission a private building surveyor's assessment.

Are any recent building or renovation works covered by insurance?

Ask the vendor if there is any owner-builder insurance or builder's warranty to cover defects in the work done to the property.

Utilities and essential services

Does the property have working connections for water, sewerage, electricity, gas, telephone and internet?

Unconnected services may not be available, or may incur a fee to connect. You may also need to choose from a range of suppliers for these services. This may be particularly important in rural areas where some services are not available.

Buyers' rights

Do you know your rights when buying a property?

The contract of sale and section 32 statement contain important information about the property, so you should request to see these and read them thoroughly. Many people engage a lawyer or conveyancer to help them understand the contracts and ensure the sale goes through correctly. If you intend to hire a professional, you should consider speaking to them before you commit to the sale. There are also important rules about the way private sales and auctions are conducted. These may include a cooling-off period and specific rights associated with 'off the plan' sales. The important thing to remember is that, as the buyer, you have rights.

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

Page 1 of 2

VOLUME 12205 FOLIO 994

Security no : 124134038697S
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LAND DESCRIPTION

Lot 507 on Plan of Subdivision 825100W.
PARENT TITLE Volume 12190 Folio 368
Created by instrument PS825100W 28/04/2020

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
ACKIM NKOLE MWAMBA
COURTNEY JADE MWAMBA both of 14 VALLEY VIEW ROAD LABERTOUCHE VIC 3816
AT691701X 15/10/2020

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AW454336T 16/01/2023
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

COVENANT AT691701X 15/10/2020
Expiry Date 31/12/2030

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
AR330424H 08/08/2018

AGREEMENT Section 173 Planning and Environment Act 1987
AS161885A 14/05/2019

DIAGRAM LOCATION

SEE PS825100W 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: 25 CINNAMON STREET DROUIN VIC 3818

ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
Effective from 16/01/2023



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

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

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DOCUMENT END



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Document Identification	PS825100W
Number of Pages (excluding this cover sheet)	6
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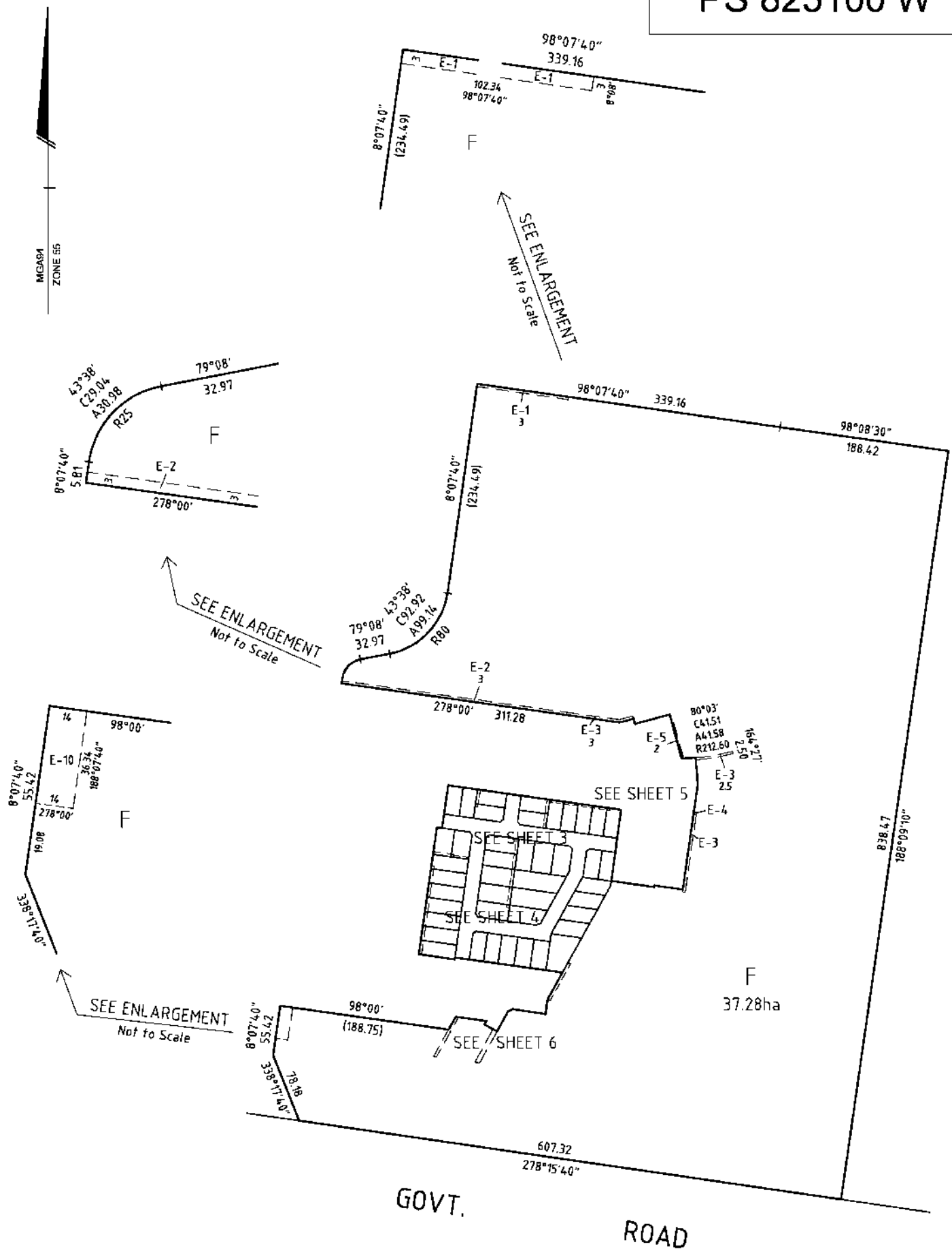
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PLAN OF SUBDIVISION			EDITION 1	PS 825100 W	
LOCATION OF LAND PARISH: Drouin West TOWNSHIP: SECTION: CROWN ALLOTMENT: 85 (Pt) CROWN PORTION: TITLE REFERENCE: Vol: Fol: LAST PLAN REFERENCE: Lot E 825089 F POSTAL ADDRESS: Weebar Road, DROUIN 3818 (at time of subdivision) MGA CO-ORDINATES: E: 399 810 ZONE: 55 (of approx centre of land in plan) N: 5 776 520 GDA 94			Council Name: Baw Baw Shire Council Council Reference Number: PSB0102/18 Planning Permit Reference: PLA0323/16 SPEAR Reference Number: S133144C 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 been made and the requirement has not been satisfied at Certification Digitally signed by: Sarah Prime for Baw Baw Shire Council on 14/06/2019 Statement of Compliance issued: 03/04/2020 Public Open Space A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has been satisfied for: 5 at Statement of Compliance		
VESTING OF ROADS AND/OR RESERVES			NOTATIONS		
IDENTIFIER	COUNCIL/BODY/PERSON		Area of land in plan: 40.82ha Comprising of - 43 Lots: 2.652ha 1 Balance Lot: 37.28ha 1 Road: 8823m² Lot numbers 1 to 500 (both inclusive) have been omitted from this Plan. <u>Other Purpose of Plan</u> 1. Removal of part of the Easement shown as E-8 on PS 825089F, being a Pipeline or Ancillary Purposes Easement in favour of Central Gippsland Region Water Corporation created in PS 825089F. 2. Removal of part of the Easement shown as E-8 on PS 825089F, being a Drainage Easement in favour of Baw Baw Shire Council created in PS 825089F. Grounds for Removal Schedule 5 Clause 14 of the Road Management Act 2004.		
Road R-1	Baw Baw Shire Council				
NOTATIONS					
DEPTH LIMITATION: DOES NOT APPLY					
SURVEY: This plan is based on survey. STAGING: This is not a staged subdivision. Planning Permit No. PLA0323/16 This survey has been connected to permanent marks No(s). 120, 121, 122, 133 & 269 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	Pipeline or Ancillary Purposes	See Plan	PS 612488D - Section 136 of the Water Act 1989	Central Gippsland Region Water Corporation	
E-1	Drainage	See Plan	PS 612488D	Baw Baw Shire Council	
E-2	Drainage	See Plan	PS 619701D	Baw Baw Shire Council	
E-2	Pipeline or Ancillary Purposes	See Plan	PS 819701D	Central Gippsland Region Water Corporation	
E-3 & E-4	Pipeline or Ancillary Purposes	See Plan	PS 819737F	Central Gippsland Region Water Corporation	
E-4 & E-5	Drainage	See Plan	PS 819737F	Baw Baw Shire Council	
E-6	Drainage	See Plan	PS 825085F	Baw Baw Shire Council	
E-6	Pipeline or Ancillary Purposes	See Plan	PS 825085F	Central Gippsland Region Water Corporation	
E-8	Pipeline or Ancillary Purposes	See Plan	PS 825089F	Central Gippsland Region Water Corporation	
E-8 & E-10	Drainage	See Plan	PS 825089F	Baw Baw Shire Council	
E-7 & E-11	Pipeline or Ancillary Purposes	See Plan	This Plan	Central Gippsland Region Water Corporation	
E-9 & E-11	Drainage	See Plan	This Plan	Baw Baw Shire Council	
NOBELIUS LAND SURVEYORS  P.O. BOX 461 PAKENHAM 3810 Ph 03 5941 4112 mail@nobelius.com.au		SURVEYORS FILE REF: 14194-E55 Digitally signed by: Benjamin Stephen Nobelius, Licensed Surveyor, Surveyor's Plan Version (C), 20/03/2019, SPEAR Ref: S133144C		ORIGINAL SHEET SIZE: A3	SHEET 1 OF 6 PLAN REGISTERED TIME: 10:56 AM DATE: 28/4/20 LW Assistant Registrar of Titles

PS 825100 W

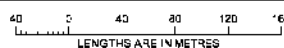


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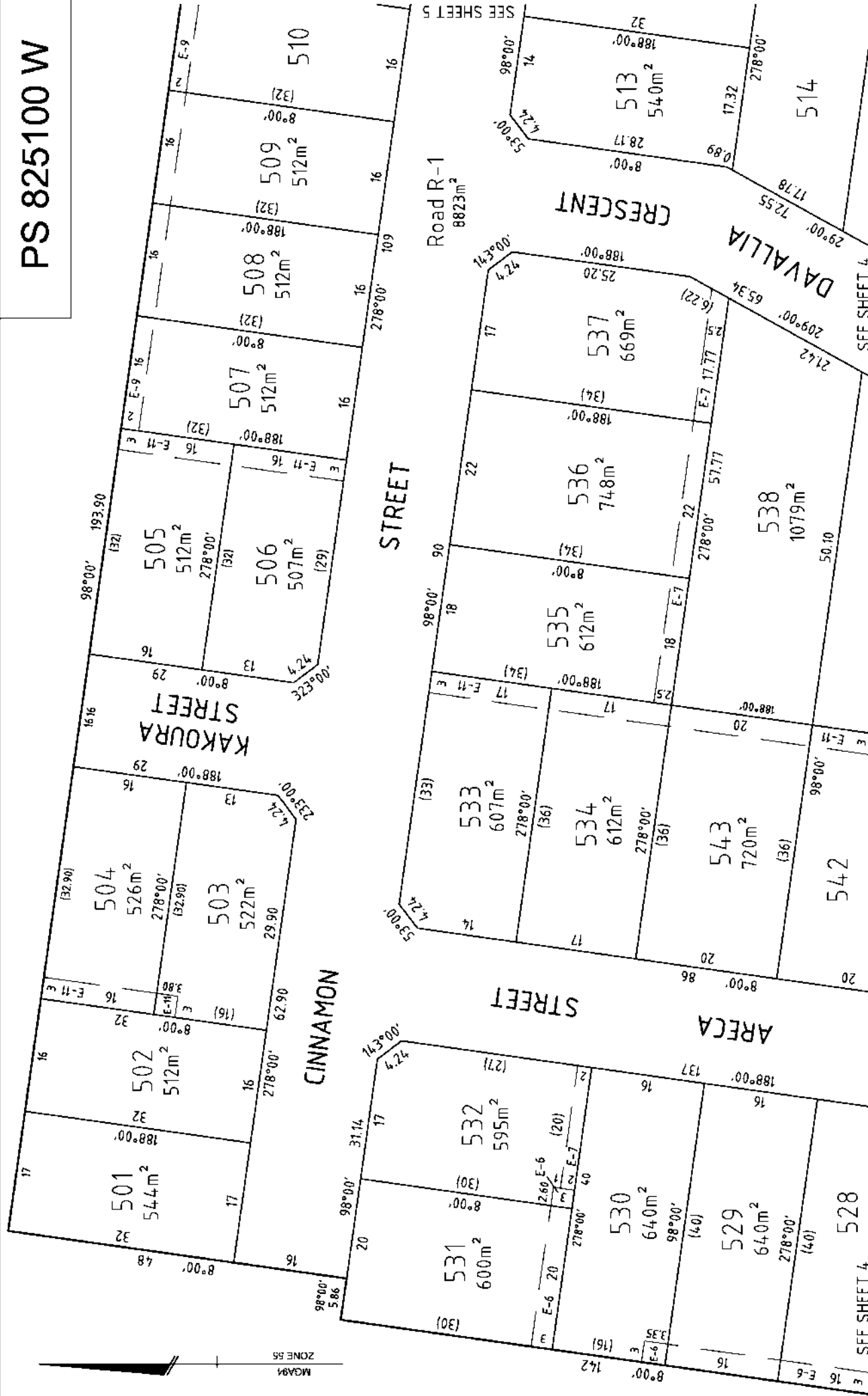
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SHEET 2

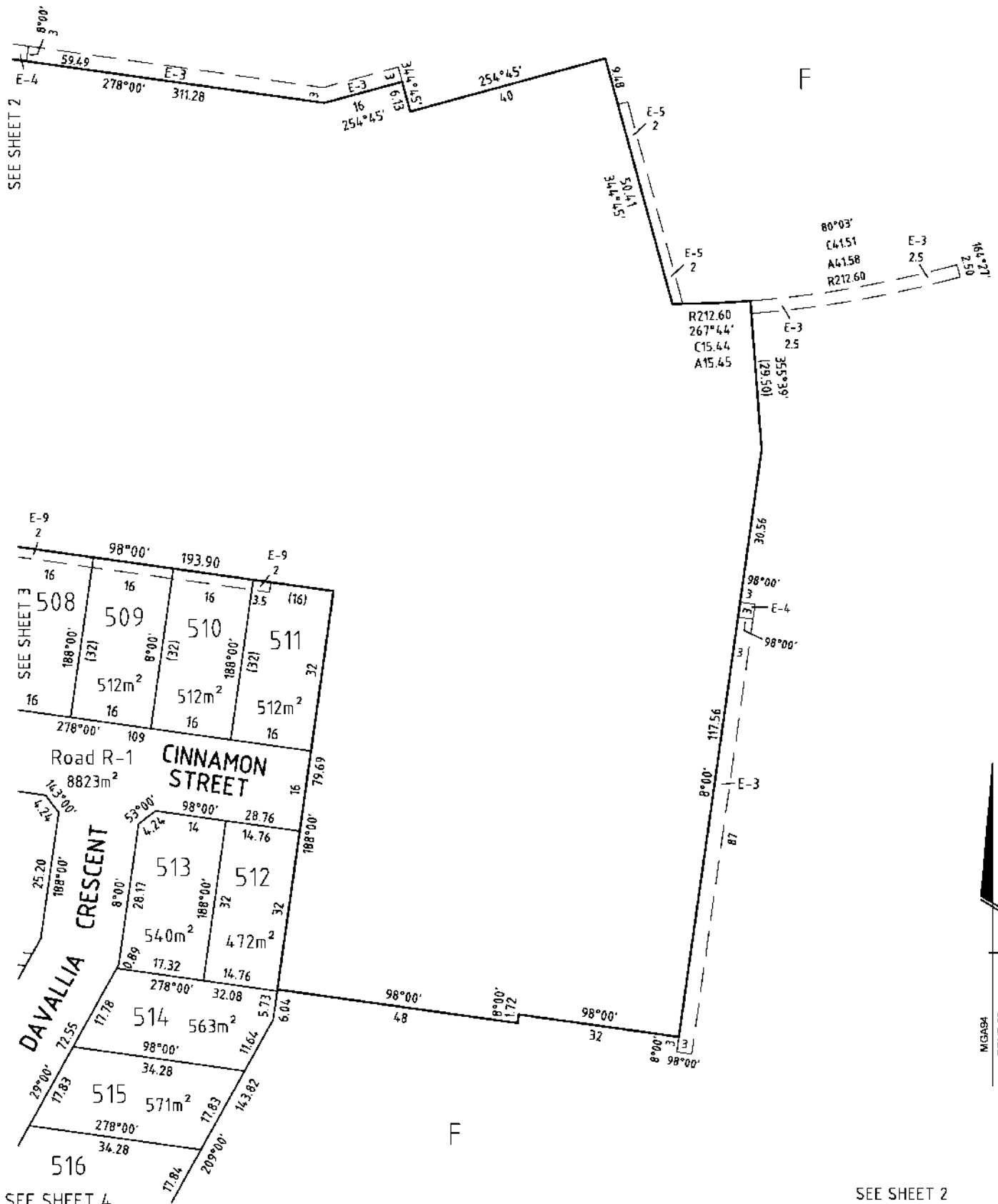
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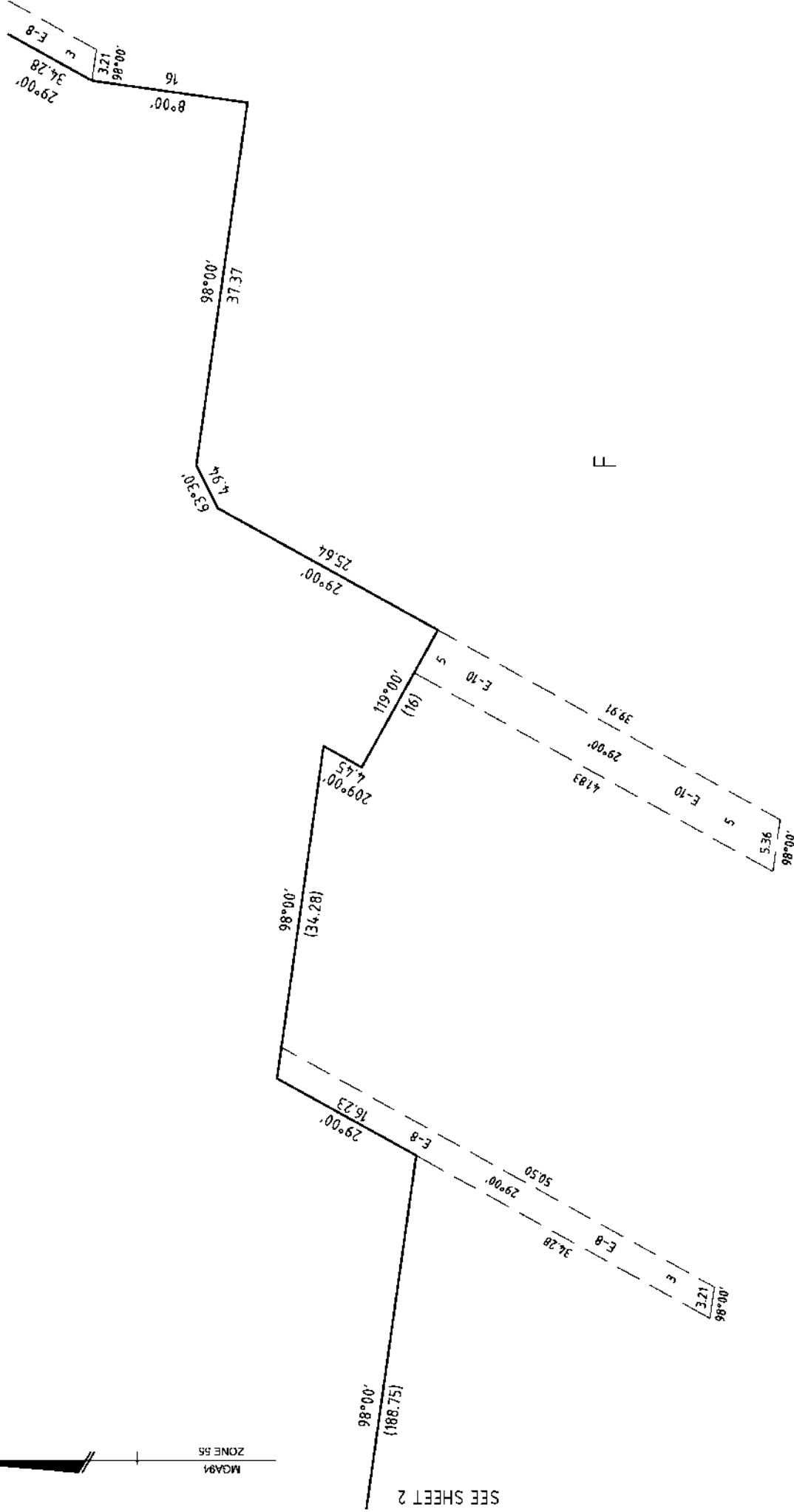
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SHEET 5

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PS 825100 W

SEE SHEET 4



SEE SHEET 2

MGAS1

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Surveyor,
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ORIGINAL SHEET SIZE: A3	SHEET 6
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Department of Transport and Planning

Electronic Instrument Statement

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Status	Registered	Dealing Number	AT691701X
Date and Time Lodged	15/10/2020 11:16:04 AM		

Lodger Details

Lodger Code	18601V
Name	BANKWEST
Address	
Lodger Box	
Phone	
Email	
Reference	

TRANSFER

Jurisdiction	VICTORIA
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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.

Land Title Reference

12205/994

Transferor(s)

Name	MONTHAM PTY LTD
ACN	609389942

Estate and/or Interest being transferred

Fee Simple

Consideration

\$AUD 210000.00

Transferee(s)

Tenancy (inc. share)	Joint Tenants
Given Name(s)	ACKIM NKOLE
Family Name	MWAMBA
Address	
Street Number	14
Street Name	VALLEY VIEW
Street Type	ROAD



Department of Transport and Planning

Electronic Instrument Statement

Locality	LABERTOUCHE
State	VIC
Postcode	3816
Given Name(s)	COURTNEY JADE
Family Name	MWAMBA
Address	
Street Number	14
Street Name	VALLEY VIEW
Street Type	ROAD
Locality	LABERTOUCHE
State	VIC
Postcode	3816

Covenants

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restrictive covenant with the intent that the burden of the restrictive covenant runs with and binds the burdened land and the benefit of the restrictive covenant is annexed to and runs with the benefited land.

Burdened land	the Land
Benefited land	MCP: AA6216
Restrictive covenant	MCP: AA6216
Expiry Date	

Duty Transaction ID

4929286

The transferor transfers to the transferee their estate and/or interest in the land specified for the consideration, subject to any restrictive covenant set out or referred to in this transfer.

Execution

1. The Certifier has taken reasonable steps to verify the identity of the transferor 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	MONTHAM PTY LTD
Signer Name	MEREDITH NORMA SEEBECK
Signer Organisation	SLC LAW PTY LTD
Signer Role	LAW PRACTICE
Execution Date	14 OCTOBER 2020



Department of Transport and Planning

Electronic Instrument Statement

Execution

1. The Certifier has taken reasonable steps to verify the identity of the transferee 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	ACKIM NKOLE MWAMBA COURTNEY JADE MWAMBA
Signer Name	JACLYN MARGOT WALKER
Signer Organisation	STRAIGHTFORWARD CONVEYANCING PTY LTD
Signer Role	LICENSED CONVEYANCER
Execution Date	15 OCTOBER 2020

File Notes:

NIL

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

Statement End.

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Memorandum of common provisions

Section 91A Transfer of Land Act 1958

AA6216

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Lodged by	
Name:	
Phone:	
Address:	
Reference:	
Customer code:	12396B

This memorandum contains provisions which are intended for inclusion in instruments and plans to be subsequently lodged for registration.

Provisions:

"AND the said Transferee with the intention that the benefit of this covenant shall be attached to and run at law and in equity with every lot on Plan of Subdivision No. PS825100W other than the lot hereby transferred and that the burden of this covenant shall be annexed to and run at law and in equity with the said lot hereby transferred does hereby for himself his heirs executors administrators and transferees and as a separate covenant covenants with the said Transferor and the registered proprietor or proprietors for the time being of every lot on the Plan and every part or parts thereof other than the lot hereby transferred that the said Transferees their heirs executors administrators and transferees shall not any time on the said lot hereby transferred or any part or parts thereof;

- (a) erect, cause or permit to be erected or allowed to remain on the lot more than one private dwelling house together with the usual outbuildings;
- (b) erect, cause or permit to be erected or allowed to remain on the lot a dwelling (excluding garages and balconies) other than a dwelling of a minimum size of 120 square metres on allotments less than 600m² and 140m² for allotments greater than 600m² being that area measured within the external face of the external walls, unless the prior written consent of the Transferor has been obtained;
- (c) erect, cause or permit to be erected or allowed to remain on the lot any dwelling other than a dwelling:
 - (i) having external walls of not more than twenty five percent weatherboard with the balance constructed of brick stone rendered masonry or similar material;
 - (ii) with a roof laid with tile or colourbond or other non-reflective roofing material;
- (d) erect, cause or permit to be erected or allowed to remain on the lot any outbuilding, carport or similar construction over 10 square metres unless the same is constructed of colourbond, brick, stone, rendered masonry or similar material;

35271702A

V3

1. The provisions are to be numbered consecutively from number 1.
2. Further pages may be added but each page should be consecutively numbered.
3. To be used for the inclusion of provisions in instruments and plans.

91ATLA

Page 1 of 2

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Memorandum of common provisions

Section 91A Transfer of Land Act 1958

- (e) erect, cause or permit to be erected or allowed to remain on the lot side or rear boundary fences constructed of material unless the same is constructed of treated pine with continuous capping at 1.8 metres in height.
- (g) construct a driveway of any material other than a driveway constructed of coloured concrete, exposed aggregate, asphalt bordered by brick or similar material. Any requirements for road opening permits or other works approvals remain the responsibility of the purchaser with crossover street access to be completed prior to occupancy;
- (h) ensure the maintenance of nature strips and will not cause or permit the accumulation of rubbish, weeds or debris on the lot or on the naturestrip of the property;
- (j) permit recreational or commercial vehicles including but not limited to commercial vehicles with a carrying capacity of two tonnes or more boats caravans and trailers of any kind to be parked forward of the dwelling or within view from the street;
- (k) fail to ensure that the builder and all tradesmen engaged in the construction of a dwelling or building on the property keep the lot free of all unnecessary rubbish and waste material and use a builders cage on the building site;

AND it is intended that the above covenant shall appear as an encumbrance on the foresaid Certificate of Title but that such covenant shall expire on 31 December, 2030



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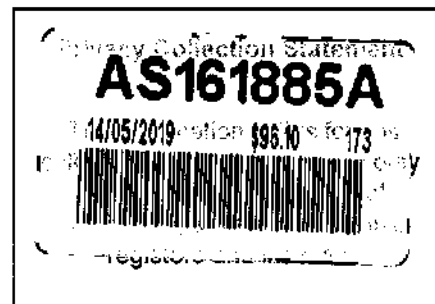
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Document Identification	AS161885A
Number of Pages (excluding this cover sheet)	13
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**Application by a responsible authority for the
making of a recording of an agreement**
Section 181 Planning and Environment Act 1987



Lodged by

Name: RUSSELL KENNEDY LAWYERS
Phone: 03 9609 1555
Address: LEVEL 12, 469 LA TROBE STREET, MELBOURNE VIC 3000
Reference: 303526-00120
Customer code: 17829T

The responsible 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.

Land:(volume and folio)

VOLUME 12063 FOLIO 716
VOLUME 12063 FOLIO 717

Responsible authority:(full name and address, including postcode)

BAW BAW SHIRE COUNCIL, CIVIC CENTRE, 33 YOUNG STREET, DROUIN, VICTORIA 3818

Section and 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:

SEE ATTACHED

Signing:

35271702A

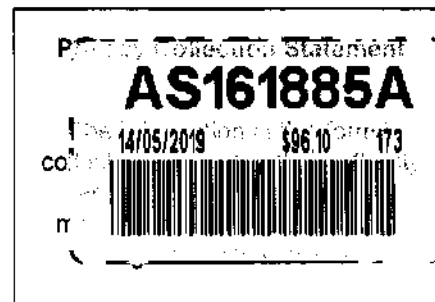
181PEA

Page 1 of 2

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**Application by a responsible authority for the
making of a recording of an agreement**
Section 181 Planning and Environment Act 1987



Certifications

- 1.The Certifier has taken reasonable steps to verify the identity of the applicant.
- 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 BAW BAW SHIRE COUNCIL

Signer Name IAN PRIDGEON

Signer Organisation RUSSELL KENNEDY LAWYERS

Signer Role AUSTRALIAN LEGAL PRACTITIONER

Signature

A handwritten signature in black ink, appearing to be 'IAN PRIDGEON'.

Execution Date

13 May 2019

35271702A

181PEA

Page 2 of 2

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AS161885A

14/05/2019 \$96.10 173
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BAW BAW SHIRE COUNCIL

and

MONTHAM PTY LTD

**AGREEMENT MADE PURSUANT TO
SECTION 173 OF THE PLANNING AND
ENVIRONMENT ACT 1987**

Property: Lot B and Lot C on PS819701D,
Weebar Road, Drouin, Victoria

Russell Kennedy Pty Ltd ACN 126 792 470 ABN 14 940 129 185
Level 12, 469 La Trobe Street, Melbourne VIC 3000 PO Box 5148, Melbourne VIC 3001 DX 494 Melbourne
T +61 3 9609 1555 F + 61 3 9609 1600 info@rk.com.au

Liability limited by a scheme approved under Professional Standards Legislation

rk.com.au

Ref AVB 303526-00120

An international member of

AillyLaw

THIS AGREEMENT is made on 9th Day of May

2019

PARTIES

- 1 **BAW BAW SHIRE COUNCIL**
of Civic Centre, 1 Civic Place, Warragul, Victoria 3820
("Council")
- 2 **MONTHAM PTY LTD**
ACN 609 389 942
of 51-59 O'Shea Road, Berwick, Victoria 3806
("Owner")

AS161885A

14/05/2019 \$96.10 173



RECITALS

- A The Council is the responsible authority under the Act for the Scheme.
- B The Owner is registered or is entitled to be registered as proprietor of the Land.
- C Condition 24 of the Permit provides as follows:

"Future Housing abutting parks - Design Guidelines

24. *Prior to the certification of the relevant stage, Design guidelines, in accordance with the requirements R8, R9, and R12 of the Drouin PSP, are to be developed and endorsed for the following:*
 - a. *All lots that adjoin (i.e. immediately abut a reserve, not a road) public open space including waterways and parks; including,*
 - i. *Large lots directly abutting a neighbourhood park or sporting reserve at Stage B7, Stage 8, and Stage C17 must provide an active interface including point of access to the abutting open space.*
 - b. *Utility easements that form part of the open space network;*
 - c. *All lots with access to a connector or arterial road;*
 - d. *All lots intended for medium or higher density development; and,*
 - e. *All lots where slope exceeds 10% in accordance with Requirement R12 of the Drouin PSP.*

Once endorsed, design guidelines are to be imposed as a restriction on title for the relevant applicable lots in the form of a Section 173 Agreement, or otherwise agreed, to the satisfaction of the Responsible Authority and prior to the issue of a Statement of Compliance for the relevant stage."

- D This Agreement has been entered into in order to:
 - comply with condition 24 of the Permit;
 - prohibit, restrict or regulate the use or development of the Land;
 - achieve and advance the objectives of planning in Victoria or the objectives of the Scheme in relation to the Land.
- E This Agreement is made under Division 2 of Part 9 of the Act.

AS161885A



THE PARTIES AGREE THAT:

1 DEFINITIONS

In this Agreement:

- 1.1 **Act** means the *Planning and Environment Act 1987*.
- 1.2 **Agreement** means this Agreement, including the recitals and any annexures to this Agreement.
- 1.3 **Business Day** means Monday to Friday excluding public holidays in Victoria.
- 1.4 **Design Guidelines** means the document titled "Fern Tree Ridge Estate, Drouin; Estate Design Guidelines – Revised" prepared for the Land and developed in accordance with the requirements R8, R9, and R12 of the Drouin PSP, endorsed as part of the Permit, a copy of which is attached as Annexure A to this Agreement, as may be amended from time to time. The Design Guidelines must be read in conjunction with the Drouin PSP.
- 1.5 **Drouin PSP** means the *Drouin Precinct Structure Plan, September 2014* which is incorporated in the Scheme (as amended from time to time).
- 1.6 **Dwelling** has the same meaning as it has in the Scheme.
- 1.7 **Endorsed Plan** means the plan or plans endorsed from time to time with the stamp of Council as the plan which forms part of the Development Permit.
- 1.8 **Land** means the land within the Scheme described as lot B on PS819701D and lot C on PS819701D being the whole of the land contained in certificates of title volume 12063 folio 716 and volume 12063 folio 717 respectively.
- 1.9 **Lot** means a lot created as a result of the subdivision of the Land in accordance with the Permit.
- 1.10 **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 Land or any part of it.
- 1.11 **Owner** means the person or persons who are registered or are entitled to be registered as proprietor of the Land or any part thereof, and includes a mortgagee in possession.
- 1.12 **Permit** means planning permit PLA0323/16 issued in respect of the Land by Council on 25 October 2017 authorising a staged multi-lot subdivision, removal of native vegetation, and associated works (including roadworks), in accordance with the Endorsed Plans.
- 1.13 **Scheme** means the *Baw Baw Planning Scheme* or any other planning scheme which applies to the Land from time to time.

2 COMMENCEMENT

This Agreement comes into force on the date it was made as set out above.

3 ENDING OR AMENDING AGREEMENT

3.1 Ending or amending

This Agreement ends or is amended in accordance with the Act.

3.2 Cancellation or alteration of recording

As soon as reasonably practicable after this Agreement has ended or has been amended, the Council must, at the request and at the cost of the Owner, apply to the Registrar of Titles under section 183 of the Act to cancel or alter the recording of this Agreement in the Register.

4 OWNER'S COVENANTS

4.1 Design Guidelines

The Owner covenants and agrees:

- 4.1.1 that any Dwelling on a Lot will be constructed or will be permitted to be constructed (including any alterations to a Dwelling) in accordance with the Design Guidelines;
- 4.1.2 that a building permit will not be sought for a Dwelling on a Lot that contravenes the Design Guidelines, except with the prior written consent of Council;
- 4.1.3 that the Owner will retain a copy of the Design Guidelines and has read and is familiar with the contents of the Design Guidelines;
- 4.1.4 to bring the Design Guidelines to the attention of any purchaser of a Lot; and
- 4.1.5 to provide a copy of the Design Guidelines to any new purchaser of a Lot,

all at no cost to Council and all to the satisfaction of Council.

4.2 Successors in title

Until this Agreement is recorded on the folio of the Register which relates to the Land pursuant to section 181 of the Act, the Owner must ensure that the Owner's successors in title give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement including requiring the successors in title to execute a deed agreeing to be bound by the terms of this Agreement. Until that deed is executed, the Owner, being a party to this Agreement, remains liable to perform all of the Owner's obligations contained in this Agreement.

4.3 Further assurance

The Owner must do all things necessary (including signing any further agreement, acknowledgment or document) to enable the Council to record this Agreement on the folio of the Register which relates to the Land.

4.4 Payment of Council's costs

The Owner agrees to pay on demand to the Council the Council's costs and expenses (including any legal fees incurred on a solicitor-client basis) of and incidental to the preparation, execution, recording and enforcement of this Agreement.

AS161885A



4.5 Mortgagee to be bound

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

4.6 Indemnity

The Owner covenants to indemnify and keep the Council, its officers, employees, agents, workmen and contractors indemnified from and against all costs, expenses, losses or damages which they or any of them may sustain incur or suffer or be or become liable for or in respect of any suit action proceeding judgement or claim brought by any person arising from or referable to this Agreement or any non-compliance with this Agreement.

4.7 Non-compliance

If the Owner has not complied with this Agreement within 14 days after the date of service on the Owner by the Council of a notice which specifies the Owner's failure to comply with any provision of this Agreement, the Owner covenants:

- 4.7.1 to allow the Council its officers, employees, contractors or agents to enter the Land and rectify the non-compliance;
- 4.7.2 to pay to the Council on demand, the Council's reasonable costs and expenses ("**Costs**") incurred as a result of the Owner's non-compliance;
- 4.7.3 to pay interest at the rate of 2% above the rate prescribed under section 2 of the *Penalty Interest Rates Act 1983* on all moneys which are due and payable but remain owing under this Agreement until they are paid in full;
- 4.7.4 if requested to do so by the Council, to promptly execute in favour of the Council a mortgage to secure the Owner's obligations under this Agreement,

and the Owner agrees:

- 4.7.5 to accept a certificate signed by the Chief Executive Officer of the Council (or any nominee of the Chief Executive Officer) as prima facie proof of the Costs incurred by the Council in rectifying the Owner's non-compliance with this Agreement;
- 4.7.6 that any payments made for the purposes of this Agreement shall be appropriated first in payment of any interest and any unpaid Costs of the Council and then applied in repayment of the principal sum;
- 4.7.7 that all Costs or other monies which are due and payable under this Agreement but which remain owing shall be a charge on the Land until they are paid in full; and
- 4.7.8 if the Owner executes a mortgage as required by clause 4.7.4, any breach of this Agreement is deemed to be a default under that mortgage.

AS161885A

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4.8 Council access

The Owner covenants to allow the Council and its officers, employees, contractors or agents or any of them, to enter the Land (at any reasonable time) to assess compliance with this Agreement.

4.9 Covenants run with the Land

The Owner's obligations in this Agreement are intended to take effect as covenants which shall be annexed to and run at law and in equity with the Land and every part of it, and bind the Owner and its successors, assignees and transferees, the registered proprietor or proprietors for the time being of the Land and every part of the Land.

4.10 Owner's warranty

The Owner warrants and covenants that:

- 4.10.1 the Owner is the registered proprietor (or is entitled to become the registered proprietor) of the Land and is also the beneficial owner of the Land;
- 4.10.2 the execution of this Agreement by the Owner complies with the Registrar's Requirements for Paper Conveyancing Transactions made under section 106A of the *Transfer of Land Act 1958*;
- 4.10.3 there are no mortgages, liens, charges or other encumbrances or leases or any rights inherent in any person other than the Owner affecting the Land which have not been disclosed by the usual searches of the folio of the Register for the Land or notified to the Council;
- 4.10.4 no part of the Land is subject to any rights obtained by adverse possession or subject to any easements or rights described or referred to in section 42 of the *Transfer of Land Act 1958*; and
- 4.10.5 until this Agreement is recorded on the folio of the Register which relates to the Land, the Owner will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of the Land without first disclosing to any intended purchaser, transferee, assignee or mortgagee the existence and nature of this Agreement.

5 GENERAL

5.1 No fettering of Council's powers

This Agreement does not fetter or restrict the Council's power or discretion in respect of any of the Council's decision making powers including but not limited to an ability to make decisions under the *Local Government Act 1989*, and the Act or to make or impose requirements or conditions in connection with any use or development of the Land or the granting of any planning permit, the approval or certification of any plans of subdivision or consolidation relating to the Land or the issue of a Statement of Compliance in connection with any such plans.



5.2 Time of the essence

Time is of the essence as regards all dates, periods of time and times specified in this Agreement.

5.3 Governing law and jurisdiction

This Agreement is governed by and is to be construed in accordance with the laws of Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts and tribunals of Victoria and waives any right to object to proceedings being brought in those courts or tribunals.

5.4 Enforcement and severability

5.4.1 This Agreement shall operate as a contract between the parties and be enforceable as such in a Court of competent jurisdiction regardless of whether, for any reason, this Agreement were held to be unenforceable as an agreement pursuant to Division 2 of Part 9 of the Act.

5.4.2 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.

6 NOTICES

6.1 Service of notice

A notice or other communication required or permitted, under this Agreement, to be served on a person must be in writing and may be served:

- 6.1.1 personally on the person;
- 6.1.2 by leaving it at the person's address set out in this Agreement;
- 6.1.3 by posting it by prepaid post addressed to that person at the person's current address for service; or
- 6.1.4 by facsimile to the person's current number notified to the other party.

6.2 Time of service

A notice or other communication is deemed served:

- 6.2.1 if served personally or left at the person's address, upon service;
- 6.2.2 if posted within Australia to an Australian address, two Business Days after posting;
- 6.2.3 if served by facsimile, subject to the next clause, at the time indicated on the transmission report produced by the sender's facsimile machine indicating that the facsimile was sent in its entirety to the addressee's facsimile; and
- 6.2.4 if received after 5.00pm in the place of receipt or on a day which is not a Business Day, at 9.00am on the next Business Day.





7 INTERPRETATION

In this Agreement, unless the contrary intention appears:

- 7.1 the singular includes the plural and vice versa;
- 7.2 a reference to a document or instrument, including this Agreement, includes a reference to that document or instrument as novated, altered or replaced from time to time;
- 7.3 a reference to an individual or person includes a partnership, body corporate, government authority or agency and vice versa;
- 7.4 a reference to a party includes that party's executors, administrators, successors, substitutes and permitted assigns;
- 7.5 words importing one gender include other genders;
- 7.6 other grammatical forms of defined words or expressions have corresponding meanings;
- 7.7 a covenant, undertaking, representation, warranty, indemnity or agreement made or given by:
 - 7.7.1 two or more parties; or
 - 7.7.2 a party comprised of two or more persons,is made or given and binds those parties or persons jointly and severally;
- 7.8 a reference to a statute, code or other law includes regulations and other instruments made under it and includes consolidations, amendments, re-enactments or replacements of any of them;
- 7.9 a recital, schedule, annexure or description of the parties forms part of this Agreement;
- 7.10 if an act must be done on a specified day that is not a Business Day, the act must be done instead on the next Business Day;
- 7.11 if an act required to be done under this Agreement on a specified day is done after 5.00pm on that day in the time zone in which the act is performed, it is taken to be done on the following day;
- 7.12 a party that is a trustee is bound both personally and in its capacity as trustee;
- 7.13 a reference to an authority, institution, association or body ("**original entity**") that has ceased to exist or been reconstituted, renamed or replaced or whose powers or functions have been transferred to another entity, is a reference to the entity that most closely serves the purposes or objects of the original entity;
- 7.14 headings and the provision of a table of contents are for convenience only and do not affect the interpretation of this Agreement.

EXECUTED under Division 2 of Part 9 of the Act.

SIGNED SEALED AND DELIVERED on)
behalf of **BAW BAW SHIRE COUNCIL** by)
YASMIN WOODS, Director Planning and)
Development, pursuant to an Instrument of)
Delegation dated 12 December 2018, in the)
presence of:

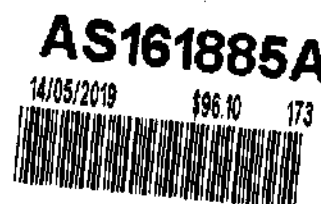
Y Woods

[Signature]

Witness

Tate Leenaerts

Witness name



EXECUTED by **MONTHAM PTY LTD** in)
accordance with section 127(1) of the)
Corporations Act 2001 (Cth) by being signed)
by authorised persons:)

[Signature]

Director

Meredith Doran Seebach

Full Name

270 Bourke Rd Parkborough

Usual Address

3810

[Signature]

*Director/company secretary

*Delete whichever is inapplicable

BERNARD HAMILTON SEEBACH

Full Name

8/Shea Road BARNACK 3806

Usual Address

ANNEXURE A (copy of Design Guidelines)

PLANNING AND ENVIRONMENT ACT 1987
BAW BAW SHIRE COUNCIL
ENDORSED PLAN

PLANNING PERMIT No PLA0323/16
APPROVED SARAH PRIME
(COUNCIL DELEGATE)

DATE 01/05/2019
SHEET 1 OF 2

Fern Tree Ridge Estate, Drouin

Estate Design Guidelines – Revised

1. Purpose

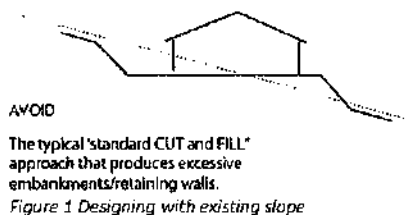
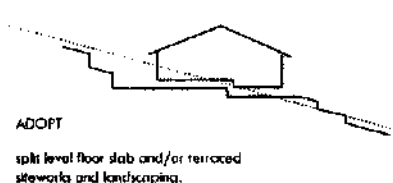
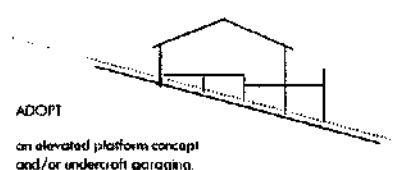
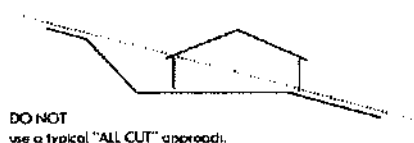
These Guidelines set out the requirements of the Drouin Precinct Structure Plan for the development of lots in order to protect the amenity of the estate for the benefit of the community.

2. Lot Layout

All lots with access to a connector or arterial road must front or side that connector or arterial road.

3. Sloping Lots

Dwellings constructed on sloping lots must be designed to take into account the slope of the land and be designed so that they make use of and complement the slope.



4. Lots abutting open space

All lots abutting open space reserves must front or side the reserve or utility easement connected to a reserve. Lots that side onto reserves must address the reserve with a secondary frontage including a habitable room window.

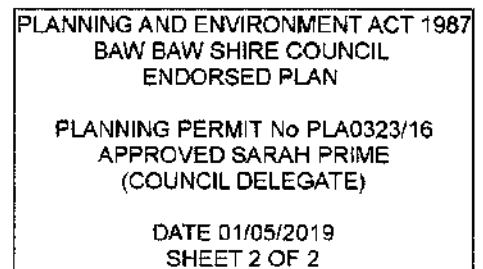
Any fencing of open space, whether encumbered or unencumbered, must be low scale (less than 1.2 meters in height) and visually permeable to facilitate public safety and surveillance.



5. Medium Density residential developments

Any application for medium density residential must demonstrate how lots can be practically developed by providing indicative layouts that suitable demonstrate:

- Connections to and active interfaces with adjacent streets, open space and waterways, including point of access to any abutting open space.
- Safe and effective internal vehicle and pedestrian circulation.





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**Application by a responsible authority for the
making of a recording of an agreement
Section 181 Planning and Environment Act 1987**

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Lodged by

Name: HWL EBSWORTH LAWYERS
Phone: 03 8644 3421
Address: 26/530 COLLINS STREET, MELBOURNE VIC 3000
Reference: 668844
Customer code: 0985X

The responsible 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.

Land:(volume and folio)

VOLUME 9586 FOLIO 629
VOLUME 9586 FOLIO 628
VOLUME 11188 FOLIO 669

Responsible authority:(full name and address, including postcode)

BAW BAW SHIRE COUNCIL, 1 CIVIC PLACE, WARRAGUL VIC 3820

Section and 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:

YES

Signing:

35271702A

181PEA

Page 1 of 2

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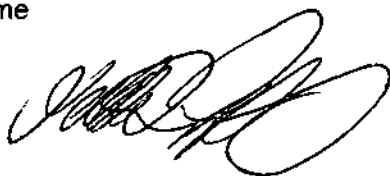
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Executed on behalf of

Signer Name

Signature



Matthew Cripps
Director Planning and
Economic Development
Senior Officer
Baw Baw Shire Council

Execution Date 24/4/18

Full Name of Witness Talea Leenaerts

Witness Signature



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181PEA

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Land Use Victoria contact details: see www.delwp.vic.gov.au/property>Contact us

Deed of Agreement

**Under s173 of the
Planning and Environment Act 1987**

Baw Baw Shire Council

and

Montham Pty Ltd

and

John Murrell Austin and Rhonda Elizabeth Austin

Weebar Road and Lardner Road, Drouin

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HWL
EBSWORTH
LAWYERS

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Deed of Agreement

Date 8 March 2018

Parties

Baw Baw Shire Council

of 1 Civic Place, Warragul, Victoria 3820

(Council)

John Murrell Austin and Rhonda Elizabeth Austin both of 190
Lardner Road, Drouin, Victoria, 3818

Montham Pty Ltd, ACN 609 389 942, of 51-59 O'Shea Road, Berwick,
Victoria, 3806

(Owner)

Recitals

A. Council is the Responsible Authority pursuant to the Act for the administration and enforcement of the Planning Scheme, which applies to the Subject Land.

B. The Owner is or is entitled to be the registered proprietor of the Subject Land, which is the land over which this Agreement is intended to be registered.

C. Council issued Planning Permit No. PLA0323/16 dated 25 October 2017 (**Planning Permit**). The Planning Permit allows staged multi-lot subdivision, removal of native vegetation, and associated works including roadworks, in accordance with the endorsed plans

D. Condition 5 of the Planning Permit provides that:

Condition 5:

Prior to the Certification Stage 1 of the plan of subdivision, or at such other time which is agreed with the Responsible Authority, the owner of the land must enter into an agreement with the Responsible Authority pursuant to Section 173 of the Planning and Environment Act 1987 and provide evidence to the Responsible Authority that the agreement has been registered on the certificate of title for the land. The cost of preparation, lodgement and registration of the agreement and any

subsequent amendment, enforcement, removal, or other dealing associated with the agreement must be borne totally by the owner of the land. The agreement will stipulate that:

- (a) Prior to the issue of the certificate of practical completion for the development, the owner of the land will pay Council the amount specified in the Public Infrastructure Plan approved under this permit;
 - (b) The Public Infrastructure Plan approved under this permit will be implemented;
 - (c) The timing of any payments to be made to a person in respect of any infrastructure project is subject to the availability of funds in the Developments Contribution Plan (and Development Contributions Plan implementation plans) or the public open space account.
- E. The Subject Land is within the area affected by the DCP pursuant to the Planning Scheme, which requires the Owner to make certain contributions towards infrastructure. Council is the Collecting Agency and the Development Agency under the DCP.
- F. A Public Infrastructure Plan (**PIP**) is required to be approved under the Planning Permit.
- G. The Owner agrees to deliver Infrastructure Projects, or otherwise to pay DCP Levies to Council, in accordance with this Agreement.
- H. The Parties have agreed to enter into this Agreement:
- (i) to give effect to the requirements of the Planning Permit; and
 - (ii) to achieve or advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

This deed witnesses that in consideration of, amongst other things, the mutual promises contained in this deed the parties agree as follows:

1. Definitions and interpretation clauses

1.1 Definitions

In this deed the following definitions apply:

Act	means the <i>Planning and Environment Act 1987</i> (Vic).
Agreed Project Cost	means the cost of the Infrastructure Project identified in the relevant column of the table in Schedule 2 of this Agreement.
Agreement	means this Deed of Agreement and any Agreement executed by the Parties expressed to be supplemental to this Agreement.
Allotment	means a DCS Lot developed for residential or commercial purposes.
Approved Plans	means the plans for an Infrastructure Project that are approved by Council pursuant to clause 5.6(b) of this Agreement on the basis of the Designs.
Bank Guarantee	means a bank guarantee or other form of security to the satisfaction of Council in the amount set out in clause 6.3 of this Agreement.
Building Permit	means a building permit under the <i>Building Act 1993</i> .
Business Day	means a day that is not a Saturday, Sunday or public holiday in Melbourne.
Certificate of Practical Completion	means a written certificate issued by Council in its capacity as the Development Agency for an Infrastructure Project stating that an Infrastructure Project or a specified stage of the Infrastructure Project has been completed to the satisfaction of Council.
Claim	means any claim, action, proceeding or demand made against the person concerned, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.
Collecting Agency	has the same meaning as in the Act.

Authority or any other Authority;

- (d) a lot or any other portion of the Land excised as required by the Responsible Authority or any other authority for any public purposes, including but not limited to:
- (i) a road;
 - (ii) a reserve
 - (iii) a public open space;
 - (iv) any other purposes which will actually or effectively encumber the portion of the Land or lot excised so that its developable area is substantially reduced.

DCP Item	means an Infrastructure Project that is identified in the DCP.
DCP Levy	means the Development Infrastructure Contributions payable under the DCP.
Designs	means the detailed design and engineering plans and specifications for an Infrastructure Project that are submitted to Council pursuant to clause 5.6(a) of this Agreement.
Development	means the development of the Subject Land in accordance with the Planning Permit.
Developer Works	means those Infrastructure Projects that are identified in the PIP as not falling within the DCP and are the responsibility of the Owner.
Development Agency	has the same meaning as in the Act.
Development Contributions Plan or DCP	means the Drouin Development Contributions Plan incorporated into the Planning Scheme.
Expected Timing for Delivery	means the expected timing for the delivery of an Infrastructure Project that is outlined in the PIP.

Construction Procedure	means the construction procedure contained in Schedule 1 to this Agreement.
Construction Supervision Fee	means a fee payable to Council by the Owner for the supervision of the Works which is payable in accordance with, and at the rate specified pursuant to, section 17(2) of the <i>Subdivision Act 1988</i> .
Credit	means any credit that is attributable to the Owner's outstanding liability to pay contributions under the DCP as a result of the Owner paying DCP Levies, providing land or carrying out Works in lieu of contributions.
Credit Date	means the credit date specified in the relevant column in Schedule 2 of this Agreement.
Current Address	means: (a) for Council, the address shown on page one of this Agreement, or any other address listed on Council's website; and (b) for the Owner, the address shown on page one of this Agreement or any other address provided by the Owner to Council for any purpose relating to the Subject Land.
Current Email	means: (a) for Council, bawbaw@bawbawshire.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.
DCS Lot	means a lot on a Plan of Subdivision to be developed for residential or commercial purposes and upon which a Development Contribution Levy is payable and excludes: (a) a Staged Lot; (b) a lot created to facilitate the installation of essential services; (c) a lot excised for the purposes of any works or installations required by the Responsible

Indexation	means a quarterly adjustment to an amount carried out in accordance with the method set out in the DCP or an adjustment to land value in accordance with the methodology specified in the DCP.
Infrastructure Project	means a project which may be delivered by the Owner under this Agreement, identified in the relevant column of the table in Schedule 2 of this Agreement.
Localised Infrastructure	means works, services or facilities necessitated by the subdivision or development of land including but not limited to provision of utility.
Loss	means any loss, damage, cost, expense or liability incurred by the person concerned, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.
Maintenance Period	means 12 months from the day of issue of the Certificate of Practical Completion.
Milestone	means the Milestone for the Completion of the Infrastructure Project set out in the relevant column in Schedule 2.
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.
Over Provision	means any amount spent by a developer in the delivery of a DCP Item that exceeds the Agreed Project Cost for that item.
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 in the Subject Land or any part of it and includes a Mortgagee-in-possession.
Party or Parties	means the Owner and Council under this Agreement as appropriate.
PIP	means the Public Infrastructure Plan that is endorsed under the Planning Permit.

Plan Checking Fee	means a fee payable to Council by the Owner for the review and consideration of the Designs and which is payable in accordance with, and at the rate specified pursuant to, the <i>Subdivision Act 1988</i> .
Plan of Subdivision	means the plan or plans of subdivision that subdivide the Land into DCS Lots.
Planning Permit	means the planning permit referred to in Recital C of this Agreement.
Planning Scheme	means the Baw Baw Planning Scheme and any other Planning Scheme which applies to the Subject Land.
Public Infrastructure Plan	means the Public Infrastructure Plan approved under the Planning Permit.
PSP	means the Drouin Precinct Structure Plan applying to the Subject Land.
Residential Lot	means a house lot or multi dwelling lot created by subdivision of the Subject Land which, in the opinion of Council, is of a size and dimension intended to be developed as a single dwelling or for multiple dwellings and where a Residential Lot is proposed for multiple dwellings, for the purpose of calculating the quantum of the Community Infrastructure Levy it shall be deemed that a Residential Lot comprises 1 dwelling.
Schedule	means a schedule to this Agreement.
Stage	is a reference to a stage of subdivision of the Subject Land.
Staged Lot	means a lot that will be further subdivided to create DCS Lots.
Statement of Compliance	means a Statement of Compliance under the <i>Subdivision Act 1988</i> .
Subject Land	means the land comprised in Volume 9586 Folio 629, Volume 9586 Folio 628 and Volume 11188 Folio 669 and any reference to the Subject Land in this Agreement includes any lot created by

the subdivision of the Subject Land or any part of it.

VCAT means the Victorian Civil and Administrative Tribunal.

Works has the same meaning as in the Act.

1.2 Interpretation

- (a) In this document, unless the context otherwise requires:
 - (i) The singular includes the plural and vice versa.
 - (ii) A reference to a gender includes a reference to each other gender.
 - (iii) A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
 - (iv) If a Party consists of more than one person this Agreement binds them jointly and each of them severally.
 - (v) A term used in this Agreement 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.
 - (vi) A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
 - (vii) The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
 - (viii) Headings are for guidance only and do not affect the interpretation of this Agreement.
- (b) 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 Subject Land; and
 - (i) bind the Owner, its successors, transferees and permitted assigns, the registered proprietor or proprietors for the time being of the Subject Land; and
 - (ii) if the Subject Land is subdivided further, 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.

2. Owner's obligations

2.1 Payment of DCP Levies

The Owner agrees that it has the obligation to pay DCP Levies in accordance with the DCP, subject to the terms of this Agreement including the Owner's entitlement to a Credit under the Agreement.

2.2 Implementation of PIP

Subject to this Agreement, the Owner must implement the PIP, including but not limited to the expected timing of delivery for the Infrastructure Projects.

2.3 DCP Payments and Credits

- (a) Prior to the issue of the Statement of Compliance for the subdivision of the Subject Land or any Stage of it, the Owner must pay the relevant DCP Levies calculated in accordance with the DCP.
- (b) In lieu of payment of the DCP Levy the Owner may request the Council in its capacity as Collecting Agency to allow the Owner to construct one or more DCP Items identified in Schedule 2 and the PIP.
- (c) If the Council, which may decide in its absolute discretion, agrees to allow the Owner to deliver the DCP Item, the Owner must deliver the Infrastructure Project in accordance with:
 - (i) Clause 5 of this Agreement;
 - (ii) the Expected Timing for Delivery; and
 - (iii) the Construction Procedure.
- (d) If the Owner delivers a DCP Item, the Owner acknowledges that it will receive a Credit against DCP Levies to the extent of the Cost of the DCP Item identified in the DCP (as Indexed) until the Credit is fully utilised.
- (e) The Owner acknowledges that the timing of the payment of any funds as a reimbursement beyond the value of any Credits, in relation to any Infrastructure Project is subject to the availability of funds in the DCP or the public open space account, as appropriate.

2.4 Developer Works

In relation to the Infrastructure Projects that are identified in the PIP as Developer Works, the Owner must deliver those Infrastructure Projects:

- (a) in accordance with the Expected Timing for Delivery that is specified in the PIP; and

5.3 Time for Completion of Infrastructure Works:

If the Owner does not meet the specified Milestone for an Infrastructure Project, Council in its capacity as Responsible Authority may:

- (a) at its absolute discretion, in writing, extend the Milestone; or
- (b) refuse to issue a Statement of Compliance until the Infrastructure Project is completed to the satisfaction of Council in its capacity as Development Agency.

5.4 Obligation to complete Infrastructure Project once commenced

Once Works associated with an Infrastructure Project are commenced by the Owner, the Owner must complete the Infrastructure Project regardless of whether the total cost of completing the Infrastructure Project exceeds the Agreed Project Cost (excluding the cost of any variations sought by the Council for which the Council must meet the cost).

5.5 Agreed Project Cost of an Infrastructure Project

The Parties agree that the Agreed Project Cost of an Infrastructure Project is a fixed amount subject only to Indexation.

5.6 Design and approval of Infrastructure Projects

- (a) The Owner agrees that it must, at its own cost, prepare the Designs and submit them to Council, and any other relevant authorities as directed by Council, for approval.
- (b) Council must consider the Designs and either:
 - (i) approve the Designs and issue Approved Plans; or
 - (ii) if, in Council's opinion, the Designs are inadequate:
 - (A) refuse to issue Approved Plans; and
 - (B) identify, and advise the Owner, the aspects in which the Designs are inadequate and invite the Owner to submit further Designs.
- (c) If a Design contains all the alterations required by Council, Council cannot require any further alteration and must issue Approved Plans in respect of that Infrastructure Project.
- (d) Within 5 Business Days of a written request, the Owner must pay to Council the:
 - (i) Plan Checking Fee; and
 - (ii) Construction Supervision Fee

for the relevant Infrastructure Project .

- (b) in accordance with the Construction Procedure contained in Schedule 1
unless otherwise agreed in writing by Council.

3. Council's Obligations

Application of Infrastructure Project Payments

Council must apply the funds paid to it pursuant to this Agreement to works, services or facilities necessitated by the development and use approved by the Planning Permit and to implement the DCP.

4. Land

At the request of the Owner, Council may, at its absolute discretion, accept a transfer of land in lieu of the delivery of an Infrastructure Project pursuant to clause 2 of this Agreement.

5. Infrastructure Projects

5.1 Construction of DCP Items in lieu of payment of DCP Levies

At the request of the Owner, Council, at its absolute discretion, may accept Works in lieu of the payment of DCP Levies.

5.2 Construction of Infrastructure Project

If the Owner elects to construct an Infrastructure Project pursuant to clause 5.1 of this Agreement, the Owner must construct the Infrastructure Project at its own cost:

- (a) in accordance with the Approved Plans;
- (b) prior to the earlier of:
 - (i) a date approved by Council in writing; and
 - (ii) the relevant Milestone;
- (c) in accordance with the PIP or other relevant document endorsed under the Planning Permit from time to time; and
- (d) to the satisfaction of Council in its capacity as the Development Agency.

- (e) The Owner must obtain all necessary permits and approvals for the Infrastructure Projects.
- (f) Prior to awarding any contract for the Infrastructure Projects, the Owner must submit to Council for approval:
 - (i) a copy of the terms and conditions of the contract to be awarded; and
 - (ii) a copy of the proposed construction program.

5.7 Variation of Approved Plans

The Approved Plans must not be varied without the prior written consent of Council.

5.8 Construction of Infrastructure Projects

In carrying out the Infrastructure Project, the Owner acknowledges that:

- (a) the Owner is responsible for all design and construction risks in relation to the Infrastructure Project;
- (b) Council is released from liability to pay and will not be held responsible in respect of any costs beyond the Agreed Project Cost of the Infrastructure Project (other than as a result of any variations sought by the Council); and
- (c) the Owner must take any mitigation measures required under any document that is endorsed under any planning permit that applies to the Subject Land or any other land which contains an Infrastructure Project.

5.9 Certificate of Practical Completion

When an Infrastructure Project, or any stage of an Infrastructure Project as specified in the PIP, has been completed to the satisfaction of Council in accordance with this Agreement, Council must issue a Certificate of Practical Completion for that Infrastructure Project or stage thereof.

5.10 Procedure for Certificate of Practical Completion

Council must issue a Certificate of Practical Completion for an Infrastructure Project in accordance with the Construction Procedure.

5.11 Standard of Work

In addition to any other requirement in this Agreement, the Owner agrees that all Works for an Infrastructure Project must accord with the quality of work specified in Schedule 1.

5.12 Obligations following Certificate of Practical Completion

Following the issue of a Certificate of Practical Completion for an Infrastructure Project

or stage thereof, the Owner:

- (a) must provide Council with a copy of any maintenance information, operational manual maintenance of the Infrastructure Project; 'as constructed' drawings, digital road and drainage information, CCTV results and other material which is reasonably required or requested by Council for the ongoing operation of the Infrastructure Project;
- (b) must provide Council with a copy of any certificate, consent or approval required by any authority for the carrying out, use or occupation of the Infrastructure Project; and
- (c) is responsible for the maintenance of the Infrastructure Project in good order, condition and repair to the satisfaction of Council until the later of:
 - (i) the end of the Maintenance Period;
 - (ii) the transfer of the land containing the Infrastructure Project; or
 - (iii) the transfer of the Infrastructure Project in accordance with clause 6.

5.13 Time for transfer or vesting of Infrastructure Project

If the Owner does not meet the Milestone for any Infrastructure Project, Council may:

- (a) refuse to issue a Statement of Compliance in respect of a Stage of the Development of the Subject Land until the Infrastructure Project has been transferred to or vested in Council; or
- (b) at its absolute discretion, in writing, extend the timeframe.

5.14 Credit against DCP liability

Upon the Credit Date the Owner will be entitled to a Credit equal to the relevant indexed Agreed Project Cost against its outstanding liability to pay contributions under the DCP in respect of the Subject Land.

Any unused Credit is to be indexed and may be used by the Owner in accordance with clause 2.6.

5.15 Payment for Over Provision

- (a) If the Owner incurs an Over Provision the Council may in its absolute discretion decide whether to provide a credit against DCP Levies or reimburse the Owner to the extent of the Over Provision.
- (b) Council will not credit or reimburse the Owner for any Over Provision unless:
 - (i) the Owner has notified the Council in advance of the potential for an Over Provision to occur in respect of any particular DCP Item; or

- (ii) the Council has expressly approved a design or specification of the DCP Item which have resulted in the Over Provision.
- (c) The value of any over provision is subject to Indexation until the time at which the amount is paid to the Owner..

6. Transfer of Ownership of Infrastructure Project

6.1 Method of Transfer or Vesting

Subject to clause 6.2(a) the ownership of an Infrastructure Project must be transferred to Council:

- (a) if the Infrastructure Project constitutes land, upon the registration of a plan of subdivision or other instrument that designates a parcel of land as a reserve in favour of Council; or
- (b) if the Infrastructure Project is Localised Infrastructure, upon the issue of a Certificate of Practical Completion.

6.2 Conditions of Transfer or Vesting

The Owner must transfer to or vest in Council any Infrastructure Project:

- (a) prior to or contemporaneous with the relevant Milestone;
- (b) free of all encumbrances, except as agreed by Council; and
- (c) in a condition that is to the satisfaction of Council.

6.3 Bank Guarantee or Bond

The Owner agrees that:

- (a) prior to the issue of a Certificate of Practical Completion for an Infrastructure Project, the Owner must provide Council with a Bank Guarantee or cash bond in respect of that Infrastructure Project to the value of 5% of the Agreed Project Cost;
- (b) if the Owner fails to comply with a written direction from Council to undertake the maintenance of an Infrastructure Project, Council may at its absolute discretion use the Bank Guarantee to undertake any necessary maintenance; and
- (c) the Bank Guarantee or cash bond must be returned to the Owner after the Maintenance Period, less any amount applied to undertaking any necessary maintenance of the Infrastructure Project.

7. Standard of Works

Any Works that are undertaken by the Owner under this Agreement must be undertaken in accordance with the Construction Procedure to the satisfaction of Council.

8. Council Access

The Owner covenants to allow Council and its officers, employees, contractors or agents or any of them, to enter the Subject Land (at any reasonable time) to assess compliance with this Agreement.

9. Indemnity

The Owner covenants to indemnify and keep the Council, its officers, employees, agents, workmen and contractors indemnified from and against all costs, expenses, losses or damages which they or any of them may sustain incur or suffer or be or become liable for or in respect of any suit action proceeding judgement or claim brought by any person arising from or referable to this Agreement or any non compliance with this Agreement.

10. Council acknowledgment

Council acknowledges that payment of an Agreed Project Cost under this Agreement in the delivery of an Infrastructure Project represents a discharge by the Owner of the obligation to pay contributions under the DCP or otherwise to the Council to the same value as the Agreed Project Cost.

11. Non-compliance

Within 14 days of the date of service on the Owner by the Council of a notice which specifies the Owner's failure to comply with any provision of this Agreement, the Owner must:

- (a) allow the Council its officers, employees, contractors or agents to enter the Subject Land and rectify the non-compliance;
- (b) pay to the Council within 7 Business Days of demand, the Council's reasonable costs and expenses incurred as a result of the Owner's non-compliance;
- (c) pay interest at the rate of 2% above the rate prescribed under section 2 of the *Penalty Interest Rates Act 1983* on all moneys which are due and payable but remain owing under this Agreement until they are paid in full;

- (d) if requested to do so by the Council, promptly execute in favour of the Council a mortgage to secure the Owner's obligations under this Agreement;
- (e) accept a certificate signed by the Chief Executive Officer of the Council (or any nominee of the Chief Executive Officer) as prima facie proof of the costs incurred by the Council in rectifying the Owner's non-compliance with this Agreement;

and the Owner agrees that:

- (f) any payments made for the purposes of this Agreement shall be appropriated first in payment of any interest and any unpaid Costs of the Council and then applied in repayment of the principal sum; and
- (g) all costs or other monies which are due and payable under this Agreement but which remain owing shall be a charge on the Subject Land until they are paid in full.

12. Further obligations

12.1 Notice and registration

The Owner must bring this Agreement to the notice of all prospective purchasers, Mortgagees, lessees, charges, transferees and assigns of the Subject Land.

12.2 Giving effect to this Agreement

The Owner must do all things necessary to give effect to this Agreement, including executing any further documents and will comply with its obligations under this Agreement.

12.3 Recording by Registrar of Titles

The Owner will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject Land in accordance with s181 of the Act and do all things necessary to enable Council to do so including signing any further agreement, acknowledgement or document or procuring the consent to this Agreement of any Mortgagee or caveator to enable the recording to be made in the Register under that section.

12.4 Agreement not to be registered on subdivided Lots

The Council agrees that this Agreement is not to be registered on individual Residential Lots or other DCS Lots produced for development as a result of the subdivision of the Subject Land. The Council agrees to sign any document necessary to ensure that the Agreement is not registered on Residential Lots or other DCS Lots and will bring this clause to the attention of officers at Land Registry.

12.5 Council's costs to be paid

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

If in dispute, Council may have the costs assessed by the Law Institute of Victoria Costing Service and the parties will be bound by any assessment, and the cost of any assessment will be paid equally by the parties.

13. Agreement under Section 173 of the Act

13.1 Agreement under the Act

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

14. Owner's warranties

14.1 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 which 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.

15. Successors in title

15.1 Successors in title

Without limiting the operation or effect which this Agreement has, and subject to clause 12.4, the Owner must ensure that until such time as a memorandum of this Agreement is registered on the title to the Subject Land, successors in title shall be required to:

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

18.6 No fettering of Council's powers

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of Council 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 Subject Land or relating to any use or development of the Subject Land.

18.7 No waiver

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

18.8 Severability

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

18.9 Proper law

This Agreement is governed by and the Owner submits to the laws of the State of Victoria.

17.3 Legal Representation

The parties will be entitled to legal representation for the purposes of any arbitration or referral referred to in clauses 17.1 and 17.2 and, unless the arbitrator, chairman, nominee or VCAT otherwise directs, each party will bear its own costs in relation to it.

18. Miscellaneous

18.1 Commencement of Agreement

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

18.2 Default

- (a) If the Owner fails to comply with the provisions of this Agreement, Council may serve a notice on the Owner specifying the works, matters and things in respect of which the Owner is in default.
- (b) If the alleged default continues for 30 days after the service of such notice, Council may, by its officers, employees, agents and contractors, enter the Subject Land and ensure that the works, matters and things are carried out.
- (c) The costs incurred by the Council in undertaking the works as a result of the Owner's default will be payable by the Owner.

18.3 Ending of Agreement

This Agreement ends on the date that the Council issues a letter confirming that the Owner has complied with all of its obligations under this Agreement.

18.4 Multiple lots

If this Agreement relates to more than one lot and the Owner of that lot has complied with all of the obligations in relation to that lot, the Owner of that lot may request Council to end this Agreement in relation to that lot.

18.5 Application to Registrar

As soon as reasonably practicable after the Agreement has ended, Council will, at the request and at the cost of the Owner make application to the Registrar of Titles under s183(2) of the Act to cancel the recording of this Agreement on the register.

- (b) use good quality materials, which are suitable for the purpose for which they are required and not use asbestos;
- (c) be carried out in a proper 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.

Schedule 1 Construction Procedure

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 10 Business 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 Infrastructure Project, Council may refuse to issue a Certificate of Practical Completion provided Council identifies:
 - (a) 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 the 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 that the Owner has:
 - (a) the consent of the owner of land to access such land; and
 - (b) it has satisfied any condition of such consent.
6. The Owner is required to put in place and then maintain all proper occupational health and safety plans as may be required under any law.
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 the Approved Plans unless otherwise approved in writing by Council;

RD-SE-01	Drouin South Bypass between Main South Road and Princes Way(Total 3600m)	1050m Between INL-SE-01 and BR-SE-02 As described under Local Transport projects(Item 2.2.2 Table 3) of the Drouin Development Contributions Plan and Appendix B	Prior to the issue of a statement of Compliance for the relevant stage unless otherwise agreed with Council. Length of road to be certified by surveyor at each stage in accordance with endorsed PIP and staging plan.	The amount specified in and indexed in accordance with the Development Contributions Plan at the time the claim for costs is lodged at 29.16% of the DCP Item for all stages	Development Contributions Plan Credit	Upon issue of a satisfactory claim by owner for the Agreed Project Value and the Issue of a Certificate of Practical Completion for the Infrastructure Project	Subject to availability of Development Contributions funds
RD-SE-04	East West Connector Street between Weebar Road and Lardner Road	As described under Local Transport projects(Item 2.2.2 Table 3) of the Drouin Development Contributions Plan and appendix B	Prior to the issue of a statement of Compliance for the relevant stage unless otherwise agreed with Council. Length of road to be certified by surveyor at each stage in accordance with endorsed PIP and staging plan.	The amount specified in and indexed in accordance with the Development Contributions Plan	Development Contributions Plan Credit	Upon issue of a satisfactory claim by owner for the Agreed Project Value and the Issue of a Certificate of Practical Completion for the Infrastructure Project	Subject to availability of Development Contributions funds
BR-SE-01	Drouin South Bypass Crossing of Waterway –Basic culvert crossing	As described under Local Transport projects(Item 2.2.2 Table 5) of the Drouin Development Contributions Plan and Appendix B	Prior to the issue of a statement of Compliance for relevant stage unless otherwise agreed with Council and in accordance with endorsed PIP and staging plan.	The amount specified in and indexed in accordance with the Development Contributions Plan	Development Contributions Plan Credit	Upon issue of a satisfactory claim by owner for the Agreed Project Value and the Issue of a Certificate of Practical Completion for the Infrastructure Project	Subject to availability of Development Contributions funds
BR-SE-02	Drouin South Bypass Crossing of Waterway –Clear Span Bridge over valley	As described under Local Transport projects(Item 2.2.2 Table 5) of the Drouin Development Contributions Plan and Appendix B	Prior to the issue of a statement of Compliance for relevant stage unless otherwise agreed with Council and in accordance with endorsed PIP and staging plan.	The amount specified in and indexed in accordance with the Development Contributions Plan	Development Contributions Plan Credit	Upon issue of a satisfactory claim by owner for the Agreed Project Value and the Issue of a Certificate of Practical Completion for the Infrastructure Project	Subject to availability of Development Contributions funds

Schedule 2 Infrastructure Projects

DCP Project Reference Number	Infrastructure Project Description	Extent of project	Milestone for the completion of the Infrastructure Project	Agreed project value	Funding source	Timing for Application of Credit (Credit date)	Timing of payments once credits exhausted.
RD-SE-02	Weebar Road Upgrade (Total 1500m)	(860m)As described under Local Transport projects(Item 2.2.2 table 3) of the Drouin Development Contributions Plan and appendix B	Prior to the issue of a statement of Compliance for the relevant stage unless otherwise agreed with Council. Length of road to be certified by surveyor at each stage in accordance with endorsed PIP and staging plan.	The amount specified in and indexed in accordance with the Development Contributions Plan at the time the claim for costs is lodged at 57.33% of the DCP Item for all stages	Development Contributions Plan Credit	Upon issue of a satisfactory claim by owner for the Agreed Project Value and the Issue of a Certificate of Practical Completion for the Infrastructure Project	Subject to availability of Development Contributions funds
INL-SE-01	Drouin South Bypass/Weebar Road Roundabout	As described under Local Transport projects(Item 2.2.2 Table 4) of the Drouin Development Contributions Plan and Appendix B	Prior to the issue of a statement of Compliance for the relevant stage unless otherwise agreed with Council and in accordance with endorsed PIP and staging plan.	The amount specified in and indexed in accordance with the Development Contributions Plan.	Development Contributions Plan Credit	Upon issue of a satisfactory claim by owner for the Agreed Project Value and the Issue of a Certificate of Practical Completion for the Infrastructure Project	Subject to availability of Development Contributions funds

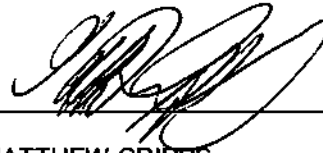
BR-SE-04	East West Connector Crossing of waterway – Basic Culvert crossing	As described under Local Transport projects (Item 2.2.2 Table 5) of the Drouin Development Contributions Plan and Appendix B	Prior to the issue of a statement of Compliance for relevant stage unless otherwise agreed with Council and in accordance with endorsed PIP and staging plan.	The amount specified in and indexed in accordance with the Development Contributions Plan	Development Contributions Plan Credit	Upon issue of a satisfactory claim by owner for the Agreed Project Value and the Issue of a Certificate of Practical Completion for the Infrastructure Project	Subject to availability of Development Contributions funds
BR-SE-05	East west Connector crossing of waterway – Basic Culvert Crossing	As described under Local Transport projects (Item 2.2.2 Table 5) of the Drouin Development Contributions Plan and Appendix B	Prior to the issue of a statement of Compliance for relevant stage unless otherwise agreed with Council and in accordance with endorsed PIP and staging plan.	The amount specified in and indexed in accordance with the Development Contributions Plan	Development Contributions Plan Credit	Upon issue of a satisfactory claim by owner for the Agreed Project Value and the Issue of a Certificate of Practical Completion for the Infrastructure Project	Subject to availability of Development Contributions funds
INL-SE-04	Lardner Road/East West connector T- intersection	As described under Local Transport projects (Item 2.2.2 Table 4) of the Drouin Development Contributions Plan and Appendix B	Prior to the issue of a statement of Compliance for relevant stage unless otherwise agreed with Council and in accordance with endorsed PIP and staging plan.	The amount specified in and indexed in accordance with the Development Contributions Plan	Development Contributions Plan Credit	Upon issue of a satisfactory claim by owner for the Agreed Project Value and the Issue of a Certificate of Practical Completion for the Infrastructure Project	Subject to availability of Development Contributions funds
INA-SE-01	Main South Road & Weebar Road intersection	As described under Local Transport projects (Item 2.2.1 Table 1) of the Drouin Development Contributions Plan and Appendix B	Prior to the issue of a statement of Compliance for the relevant stage unless otherwise agreed with Council and in accordance with endorsed PIP and staging plan.	The amount specified in and indexed in accordance with the Development Contributions Plan	Development Contributions Plan Credit	Upon issue of a satisfactory claim by owner for the Agreed Project Value and the Issue of a Certificate of Practical Completion for the Infrastructure Project	Subject to availability of Development Contributions funds

AR330424H

HWL
EBSWORTH
LAWYERS

Executed as a deed

Signed on behalf of **Baw Baw Shire**)
Council by MATTHEW CRIPPS, Director)
Planning and Economic Development)
pursuant to Instrument of Delegation)
dated 11 October 2017)



MATTHEW CRIPPS

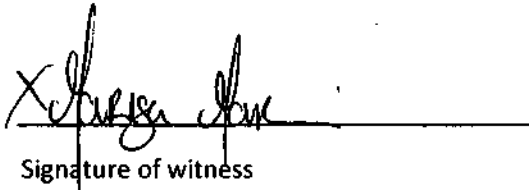
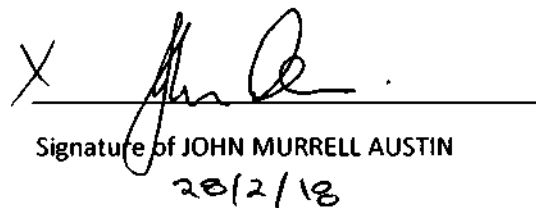

Witness Signature

MARTIN NEVILLE.

Witness Name

Personal execution clause

Executed by **JOHN MURRELL AUSTIN** in the
presence of:


Signature of witness
Signature of JOHN MURRELL AUSTIN
20/2/18

MAKISA MAKIN

Full name of witness (print)

16 Davey Ave Dromana 3936

Address of witness (print)

AR330424H

HWLEBSWORTH
LAWYERS

Executed by RHONDA ELIZABETH AUSTIN
in the presence of:

X [Signature]
Signature of witness

X [Signature]
Signature of RHONDA ELIZABETH AUSTIN

MARISA MARINI
Full name of witness (print)

16 Davey Ave Dromana 3936.
Address of witness (print)

Company execution clause

Executed by MONTHAM PTY LTD ACN
609 389 942 in accordance with section 127
of the Corporations Act 2001 (Cth) by:

[Signature]
Signature of Director 28/2/18

[Signature]
Signature of Director/Company Secretary
28/2/18

LYNTH MONTGOMERY SEEBECK
Full name (print)

BERNARD HAMILTON SEEBECK
Full name (print)

16. Notices

16.1 Service

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:

- (a) personally on the other Party;
- (b) by leaving it at the other Party's Current Address;
- (c) by posting it by prepaid post addressed to the other Party at the other Party's Current Address; or
- (d) by email to the other Party's Current Email.

16.2 Time of service

A notice or other communication is deemed served:

- (a) if delivered, on the next following business day;
- (b) if posted, on the expiration of two business days after the date of posting;
- (c) if sent by facsimile, on the next following business day unless the receiving Party has requested retransmission before the end of that business day; or
- (d) if sent by email, at the time of receipt within the meaning of the *Electronic Transactions (Victoria) Act 2000*.

17. Alternative Dispute Resolution

17.1 Referral to VCAT

In the event of any dispute between the parties concerning the interpretation or implementation of this Agreement, that dispute must be referred to VCAT 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, that matter will be referred for arbitration agreed upon in writing by the parties, or, in the absence of agreement, the Chairman of the Victorian Chapter of the Institute of Arbitrators, Australia, or his nominee, for arbitration.

17.2 Section 149 of the Act

Wherever provision is made in this Agreement that any matter be done to the satisfaction of the Council or any of its officers or any public authority and a dispute arises in relation to that matter, the dispute will be referred to VCAT in accordance with Section 149 of the Act.

Property Report

25 Cinnamon Street, Drouin Vic 3818

Date: 04/05/2026



admin@sfconvey.com

0385211375

Details

LOT/PLAN NUMBER OR CROWN DESCRIPTION

Lot 507 PS825100

LOCAL GOVERNMENT (COUNCIL)

Baw Baw

LEGAL DESCRIPTION

507\PS825100

COUNCIL PROPERTY NUMBER

33310

LAND SIZE

510m² Approx

ORIENTATION

North

FRONTAGE

15.92m Approx

ZONES

UGZ - Urban Growth Zone - Schedule 2

OVERLAYS

DCPO - Development Contributions Plan Overlay - Schedule 1

State Electorates

LEGISLATIVE COUNCIL

Eastern Victoria Region

LEGISLATIVE ASSEMBLY

Narracan District

Schools

CLOSEST PRIVATE SCHOOLS

St Ita's School (2304 m)

Chairo Christian School (2065 m)

Chairo Christian School - Drouin East Campus (3903 m)

CLOSEST PRIMARY SCHOOLS

Drouin Primary School (2221 m)

CLOSEST SECONDARY SCHOOLS

Drouin Secondary College (1037 m)

Burglary Statistics

POSTCODE AVERAGE

1 in 91 Homes

STATE AVERAGE

1 in 76 Homes

COUNCIL AVERAGE

1 in 80 Homes

Council Information - Baw Baw

PHONE

03 5624 2411 (Baw Baw)

EMAIL

bawbaw@bawbawshire.vic.gov.au

WEBSITE

<http://www.bawbawshire.vic.gov.au/>



RECENT PLANNING SCHEME AMENDMENTS (LAST 90 DAYS)

25 Cinnamon Street, Drouin Vic 3818

Status	Code	Date	Description
APPROVED	GC255	29/04/2026	Corrects the mapping of the Environmental Significance Overlay in the Ballarat, Baw Baw, Benalla, Colac Otway, Golden Plains, Greater Bendigo, Hepburn, Horsham, Loddon, Macedon Ranges, Mansfield, Mitchell, Moorabool, Mount Alexander, Pyrenees, South Gippsland, Surf Coast and Wodonga Planning Schemes to align with the gazetted Special Water Supply Catchment Areas declared under the Catchment and Land Protection Act 1994.
APPROVED	VC232	27/04/2026	The Amendment changes the VPP and all planning schemes in Victoria by correcting and updating references to government departments, statutory authorities and ministerial portfolios in local provisions following Machinery of Government changes effective 1 January 2023.
APPROVED	GC263	23/04/2026	The amendment changes the Baw Baw, Cardinia, Hume and South Gippsland planning schemes to introduce planning controls for Strategic Extractive Resource Areas (SERAs) and changes the Cardina, South Gippsland and Wyndham planning schemes to update existing planning controls for pilot SERAs.
APPROVED	VC307	19/04/2026	The Victoria Planning Provisions and all planning schemes are amended to increase the estimated cost of development thresholds for classes of VicSmart application to account for increased building construction costs in Victoria since their introduction and to provide for future cost inflation. Increasing the thresholds enables more applicants to benefit from the time, cost savings and certainty of the VicSmart application process.
APPROVED	VC308	16/04/2026	Amendment VC308 changes the VPP and all planning schemes in Victoria to update all schedules to the Mixed Use Zone, Township Zone and Residential Growth Zone to align with the operation of the Mid-Rise Code introduced by Amendment VC300 and to correct technical errors associated with Amendment VC300.
APPROVED	VC265	03/04/2026	Amendment VC265 makes corrections and updates to the Victoria Planning Provisions and all planning schemes to ensure they are current and accurate.
APPROVED	VC277	01/04/2026	Amendment VC277 amends car parking requirements to align car parking rates with demand and reduce the number of car parks required in locations well-served by public transport.
APPROVED	VC304	22/03/2026	Extends the expiry date of the Dependent Persons Unit temporary provisions
APPROVED	VC300	19/03/2026	Amendment VC300 changes the VPP and all planning schemes in Victoria by implementing the Mid-Rise Code to introduce new deemed to comply assessment provisions for four to six storey residential development in residential zones.

Status	Code	Date	Description
APPROVED	VC298	18/03/2026	Amendment VC298 updates Clause 52.03 to reflect the Level Crossing Removal Project's (LXRP) name change to Victorian Infrastructure Delivery Authority (VIDA) Rail and expand the clause's application to projects carried out by or on behalf of VIDA Rail. The amendment also updates reference to the Guidelines for removal, destruction or lopping of native vegetation (DEECA, 2025).
APPROVED	VC301	18/03/2026	Amendment VC301 corrects Clause 52.37 table of permit exemptions to ensure public authorities and municipal councils do not require a permit to remove, destroy or lop a canopy tree to construct or maintain the transport system.
APPROVED	VC297	06/03/2026	Amendment VC297 creates an efficient approvals pathway for permits to facilitate the assessment of minor projects to support the delivery of the broader Suburban Rail Loop Authority transport program, including Suburban Rail Loop East.
APPROVED	VC295	04/03/2026	The amendment changes the VPP and all planning schemes to align the provisions with the new name for Major Road Projects Victoria (MRPV) to VIDA Roads.
APPROVED	GC269	23/02/2026	GC269 corrects obvious or technical errors and makes consequential changes to local schedules to align with VC286.
APPROVED	VC291	18/02/2026	Amendment VC291 updates the Victoria Planning Provisions and all planning schemes to replace the Guidelines for the removal, destruction or lopping of native vegetation, 2017 with the version published in 2025 and amend clause 66.01 (Subdivision Referrals) to enable the direct referral of planning applications to Fire Rescue Victoria for the existing fire hydrant referral matter.
APPROVED	VC245	12/02/2026	Amendment VC245 makes changes to give effect to the Surf Coast Statement of Planning Policy (SPP) and Bellarine Peninsula SPP. The amendment improves the clarity of the VPP and Macedon Ranges Planning Scheme by removing the particular provision at Clause 51.07 (Macedon Ranges SPP). The amendment also makes administrative changes to the Greater Geelong Planning Scheme.
APPROVED	VC271	05/02/2026	The amendment supports the provision of energy-related infrastructure by facilitating the creation of new smaller lots for utility installations that transmit, distribute or store electricity in the Farming Zone and Rural Activity Zone.
APPROVED	VC296	04/02/2026	Amendment VC296 reinstates the operation of the existing coronavirus (COVID-19) pandemic and recovery exemption planning provisions until 30 June 2027.
APPROVED	VC294	04/02/2026	Amendment VC294 reforms sign provisions to exempt specified signs from planning permit requirements and remove mandatory permit expiration dates for most signs.