

**AN140397B**

29/09/2016 \$92.70 173



**FORM 21**

**Schedule 1 of the *Planning and Environment Regulations 2015***

**APPLICATION BY A RESPONSIBLE AUTHORITY  
FOR THE RECORDING OF AN AGREEMENT**

Section 181

***Planning and Environment Act 1987***

**Lodged by:**

**Name:** BEST HOOPER

**Phone:** 9670 8951

**Address:** Level 9, 451 Little Bourke Street, Melbourne

**Ref:** RD:160724

**Customer Code:** 0485 U

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 for the land.

**Land:** Certificate of Title Volume 11286 Folio 994

**Responsible Authority:** City of Port Phillip  
cnr Carlisle Street and Brighton Road, St Kilda Vic 3182

**Section and Act under which Agreement made:**

Section 173 *Planning and Environment Act 1987*

A copy of the Agreement is attached to this Application.

**Signature for the Responsible Authority:**

**Name of Officer:** GEORGE BORG

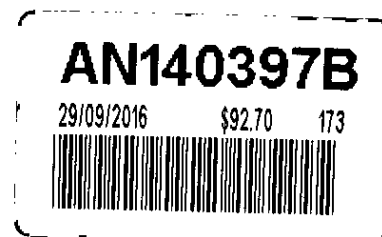
**Date:** 27/9/16

**City of Port Phillip  
Advertised Document  
No. of Pages: 38**

PLANNING &  
PROPERTY

**PARTNERS**

Duckboard House  
Level 2, 91-93 Flinders Lane  
Melbourne VIC 3000  
Tel: 8626 9000  
Fax: 8626 9001  
[www.pppartners.com.au](http://www.pppartners.com.au)



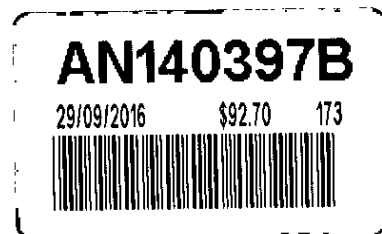
**Agreement under section 173 of the  
Planning and Environment Act 1987**

Port Phillip City Council  
Lintime Pty. Ltd. (ACN 006 369 740)  
28 – 32 Albert Road, South Melbourne



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## PLANNING AND ENVIRONMENT ACT 1987

### SECTION 173 AGREEMENT

THIS AGREEMENT is made the                      day of                      2016

#### BETWEEN:

**Port Phillip City Council** of 99a Carlisle Street, St Kilda, Victoria, 3182 ('**Council**').

and

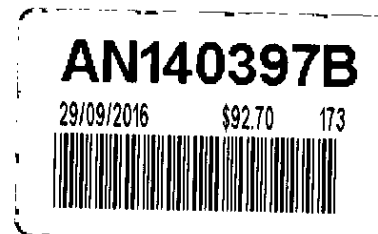
**Lintime Pty. Ltd.** ACN 006 369 740 C/-Pitcher Partners, Level 19, 15 William Street, Melbourne Victoria 3000 ('**Owner**').

#### Background

- A Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- B The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C On 26 May 2016 Council issued Planning Permit No. 1255/2015 ('**Planning Permit**') pursuant to the order of the Victorian Civil and Administrative Tribunal dated 11 May 2016 in proceeding P253/2016.
- D The Planning Permit allows construction of buildings and works for a mixed-use development, reduction in the statutory car parking requirements, waiver of the loading bay requirements and variation of easement E-1 in TP948355L.
- E Condition 12 of the Planning Permit requires the Owner to enter into this Agreement to provide for the matters set out in that condition. Condition 12 of the Planning Permit states:

*Within 30 days from the date of this permit issuing, 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. The Agreement must provide for the following:*

- (a) That no more than 151 car spaces can be provided on the land at any time.
- (b) That between ground level and 25m AHD the setbacks along the southern boundary:
  - i. cannot be reduced to less than that shown on the application plans by Elenberg Fraser, Drawing Nos A001, A490\_M, A500-506 dated 30.10.2015; or
  - ii. can only be modified from the southern setbacks in the application plans by Elenberg Fraser (Drawing Nos A001, A490\_M, A500-506 dated 30.10.2015), through the requisite statutory application process and notice is to be provided to the Owners Corporation 1 and 2 on PS6388165 (in addition to any other persons considered that may be considered to be materially affected by any amendment), but the applicant is prohibited from applying for any design (including design details) that further reduces any



*approved southern boundary setbacks to less than 4.5m from the title boundary, unless built form to the southern title boundary is proposed.*

- (c) *That above a height of 25m AHD the setbacks along the southern boundary:*
- i. cannot be reduced to less than that shown on the application plans by Elenberg Fraser, Drawing Nos A506-519, dated 30.10.2015 (as amended by plan A508-CC dated 12 April 2016); or*
  - ii. in the event that changes to fenestration, overlooking screening and/or façade treatments are proposed in the future, can only be modified from the southern setbacks in the application plans by Elenberg Fraser (Drawing Nos A506-519, dated 30.10.2015 (as amended by plan A508-CC dated 12 April 2016)), through the requisite statutory application process and notice is to be provided to the Owners Corporation 1 and 2 on PS6388165 (in addition to any other persons that may be considered to be materially affected by any amendment), but the applicant is prohibited from applying for any design that further reduces any approved southern boundary setbacks to less than 4.5m from the southern title boundary.*

*Any change to the southern setback must ensure compliance with the Overlooking Standard B22 of Clause 55.04-6 of the Port Phillip Planning Scheme.*

*The owner of the land to be developed must pay all reasonable legal costs, including those of Council and expenses of this agreement, including preparation, execution and registration on title.*

F The Parties enter into this Agreement to do both the following:

- (a) give effect to the requirements of the Planning Permit; and
- (b) achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

## Operative provisions

### 1 Definitions and interpretation

#### Definitions

1.1 In this deed the following definitions apply:

**Act** means the *Planning and Environment Act 1987* (Vic).

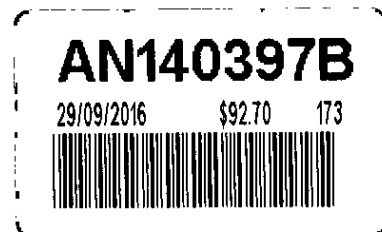
**Agreement** means this Agreement and any Agreement executed by the Parties expressed to be supplemental to this Agreement.

**AHD** means Australian Height Datum.

**Council** means Port Phillip City Council as the Responsible Authority for the Planning Scheme and any subsequent person or body which is the Responsible Authority for the Planning Scheme.

**Endorsed Plans** means the plan or plans endorsed with the stamp of Council from time to time as the plan(s) which forms part of the Planning Permit.

**Ground Level to 25m AHD Plans** means Drawing Nos. A001 dated 24.06.2016, A490\_M and A500-506 dated 30.10.2015, all prepared by Elenberg Fraser, relating to the Subject Land and contained within Schedule A to this Agreement.



**Owner** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the 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.

**Planning Permit** means Planning Permit No, 1255/2015 as amended from time to time and referred to in Background C of this Agreement.

**Planning Scheme** means the *Port Phillip Planning Scheme* and any other planning scheme which applies to the Subject Land.

**Subject Land** means the land situated at 28-32 Albert Road, South Melbourne being the land comprised in Certificate of Title Volume 11286 Folio 994 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.

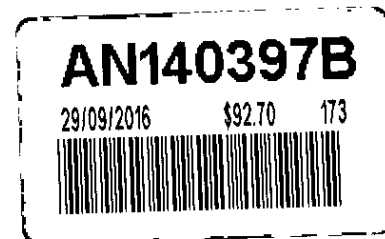
**Mortgagee** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Subject Land or any part of it.

**Owners Corporation** means Owners Corporations 1 and 2 on PS6388165.

**25m AHD Plans** means Drawing Nos. A506 dated 30.10.2015, and A507-519 dated 24.06.2016, all prepared by Elenberg Fraser, relating to the Subject Land and contained within Schedule B to this Agreement.

## Interpretation

- 1.2 In the interpretation of this Agreement, the following provisions apply unless the context otherwise requires:
  - 1.2.1 Headings are inserted for convenience only and do not affect the interpretation of this Agreement.
  - 1.2.2 The introductory Background clauses to this Agreement are and will be deemed to form part of this Agreement.
  - 1.2.3 A reference in this Agreement to any law, Planning Scheme, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
  - 1.2.4 A reference in this Agreement to any document or agreement is to that document or agreement as amended, novated, supplemented or replaced.
  - 1.2.5 A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Agreement.
  - 1.2.6 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 same meaning as defined in the Act.
  - 1.2.7 An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency and that person's successors in law.
  - 1.2.8 If a party consists of more than one person this Agreement binds them jointly and each of them severally.

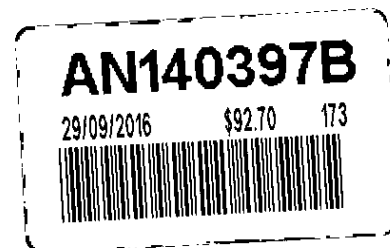


- 1.2.9 Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
- 1.2.10 A word which indicates the singular also indicates the plural, a word which indicates the plural also indicates the singular, and a reference to any gender also indicates the other genders.
- 1.2.11 A reference to the word 'include' or 'including' is to be interpreted without limitation.
- 1.2.12 Any schedules and attachments form part of this Agreement.
- 1.3 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 PROVIDED THAT if the Subject Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

## **2 Owner obligations**

### **Specific obligations**

- 2.1 The Owner covenants and agrees that:
  - 2.1.1 No more than 151 car spaces can be provided on the Subject Land at any time.
  - 2.1.2 Between ground level and 25m AHD, the setbacks along the southern boundary of the Subject Land:
    - (a) cannot be reduced to less than that shown on the Ground Level to 25m AHD Plans; or
    - (b) can only be reduced from that shown on the Ground Level to 25m AHD Plans through the requisite statutory planning application process and notice must be provided to the Owners Corporation in addition to any other persons that may be considered, by the Council, to be materially affected by any such amendment. Any statutory planning application for built form (including design details) that reduces any approved southern boundary setbacks in the Ground Level to 25m Plans to less than 4.5m from the title boundary on any particular level is prohibited, unless the reduction results in built form with a zero southern setback.
  - 2.1.3 Above a height of 25m AHD, the setbacks along the southern boundary of the Subject Land:
    - (a) cannot be reduced to less than that shown on the 25m AHD Plans; or
    - (b) can only be reduced from that shown on the 25m AHD Plans, in the event that changes to fenestration, overlooking screening and/or façade treatments (i.e. design details) are proposed, through the requisite statutory planning application process and notice is to be provided to the Owners Corporation in addition to



any other persons that may be considered, by the Council, to be materially affected by any such amendment. No application for built form (including design details) that reduces any approved southern boundary setbacks in the Endorsed Plans to less than 4.5m from the southern title boundary can be made.

- 2.1.4 Any change to the southern setback from that shown on the Endorsed Plans must comply with the Overlooking Standard B22 of Clause 55.04-6 (or as amended from time to time) of the Planning Scheme.

#### **Acknowledgment and covenants of Council**

- 2.2 The Council acknowledges that the Owner's covenants in this Agreement satisfy condition 12 of the Planning Permit.

#### **Notice and registration**

- 2.3 The Owner will bring this Agreement to the attention of all prospective purchasers, Mortgagees, transferees and assigns.

#### **Giving effect to this Agreement**

- 2.4 The Owner will do all things necessary to give effect to this Agreement.

#### **Recording by Registrar of Titles**

- 2.5 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 section 181 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 or any Mortgagee or caveator to enable the recording to be made in the Register under that section.

#### **Council's costs to be paid**

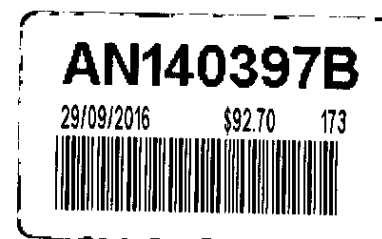
- 2.6 The Owner will, within 21 days of receiving a request, pay to Council, Council's reasonable legal costs and expenses (including legal expenses on a party/party basis) of and incidental to the review, finalisation, engrossment, execution and registration of this Agreement and until those costs are paid they will remain a debt due to Council by the Owner.

### **3 Agreement under section 173 of the Act**

#### **Agreement under the Act**

- 3.1 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. However, if this Agreement is held not to be valid as an agreement made pursuant to Section 173 of the Act or is unenforceable under the Act it remains a contract between the parties and is enforceable as a contract against the Owner or the Council as the case may be.





#### **4 Owner's warranties**

##### **Owner's warranties**

- 4.1 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.

#### **5 Successors in title**

##### **Successors in title**

- 5.1 Without limiting the operation or effect which this Agreement has, the Owner must ensure that, until such time as a memorandum of this Agreement is registered on the title to the Subject Land, successors in title shall be required to do both the following:
- 5.1.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
  - 5.1.2 execute a deed agreeing to be bound by the terms of this Agreement.

#### **6 Commencement, Ending and Council**

##### **Commencement of Agreement**

- 6.1 This Agreement commences from the date it is executed by all parties to this Agreement.

##### **Ending of Agreement**

- 6.2 This Agreement ends when:
- 6.2.1 The Planning Permit expires; or
  - 6.2.2 This Agreement is superseded by another section 173 agreement which expressly states that it supersedes this Agreement; or
  - 6.2.3 The Council consents to the ending of this Agreement.

##### **Application to Registrar**

- 6.3 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 section 183(1) of the Act to cancel the recording of this Agreement on the register.

##### **No fettering of Council's powers**

- 6.4 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.



## **7 Miscellaneous**

### **Assignments and transfers**

- 7.1 A party must not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of each of the other parties.

### **Entire agreement**

- 7.2 This Agreement contains everything the parties have agreed in relation to the subject matter it deals with. No party can rely on an earlier written document or anything said or done by or on behalf of another party before this Agreement was executed.

### **Execution of separate documents**

- 7.3 This Agreement is properly executed if each party executes either this document or an identical document. In the latter case, this Agreement takes effect when the separately executed documents are exchanged between the parties.

### **Further acts**

- 7.4 Each party must at its own expense promptly execute all documents and do or use reasonable endeavours to cause a third party to do all things that another party from time to time may reasonably request in order to give effect to, perfect or complete this Agreement and all transactions incidental to it.

### **Governing law and jurisdiction**

- 7.5 This Agreement is governed by the law of Victoria. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts on any basis.

### **Joint and individual liability and benefits**

- 7.6 Except as otherwise set out in this Agreement, any covenant, agreement, representation or warranty under this Agreement by two or more persons binds them jointly and each of them individually, and any benefit in favour of two or more persons is for the benefit of them jointly and each of them individually.

### **Severability**

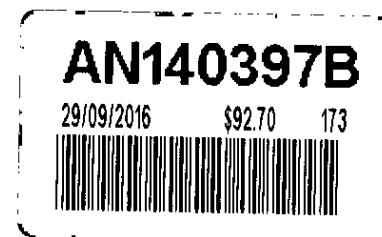
- 7.7 Each provision of this Agreement is individually severable. If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it must be severed and the other provisions of this Agreement will remain operative. The legality, validity and enforceability of the provision in any other jurisdiction will not be affected.

### **Variation**

- 7.8 No variation of this Agreement will be of any force or effect unless it is in writing and signed by each party to this Agreement.

#### **Notices**

- 7.9 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:
- 7.9.1 by delivering it personally to that party;



- 7.9.2 by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time;
  - 7.9.3 by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post; or
  - 7.9.4 by sending it by email provided that the receiving party has consented to receipt of notices by email and has provided an email address for that purpose.
- 7.10 A notice or other communication is deemed served:
- 7.10.1 if delivered, on the next following business day;
  - 7.10.2 if posted, on the expiration of two business days after the date of posting;
  - 7.10.3 if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day; or
  - 7.10.4 if sent by email, at the time of receipt in accordance with the *Electronic Transactions (Victoria) Act 2000*.

## **8 Waivers**

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



Executed by the parties as a deed on the date set out at the commencement of this Agreement.

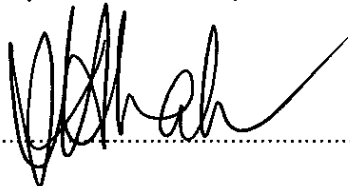
~~THE COMMON SEAL of PORT~~ )  
~~PHILLIP CITY COUNCIL was hereto~~ )  
~~affixed in the presence of:~~ )  
SIGNED AND SEALED UNDER )  
DELEGATED AUTHORITY ON BEHALF )  
OF THE PORT PHILLIP CITY COUNCIL BY )

~~Mayer~~ ~~MANAGER CITY DEVELOPMENT~~

GEORGE BORG

~~Chief Executive Officer~~ FULL NAME

Executed by  
LINTIME PTY. LTD. (ACN 006 369  
740) in accordance with section 127(1)  
of the Corporations Act 2001 by being  
signed by the authorised persons:

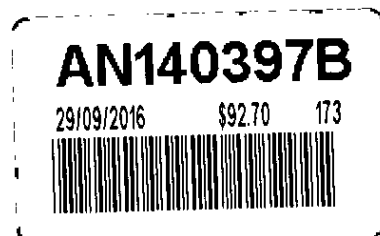
  
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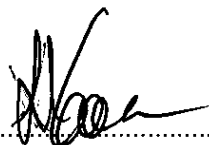
Director

JOHN ALEXANDER SHALIT Full Name

Level 4, 28 ALBERT ROAD, Usual Address

SOUTH MELBOURNE





Director Secretary.

STEPHEN KC VOON

Full Name

4/28 ALBERT ROAD

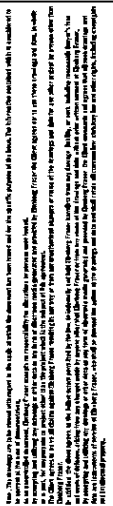
Usual Address

SOUTH MELBOURNE VIC 3205

## Schedule A







SCALE 1/8" = 1'-0"

**PRELIMINARY  
NOT FOR CONSTRUCTION**

**ELENBERG FRASER**

28-32 ALBERT ROAD  
SOUTH MELBOURNE  
VIC 3207  
LINTIME P/L

**BASEMENT B1 MEZZANINE  
GENERAL ARRANGEMENT PLAN**

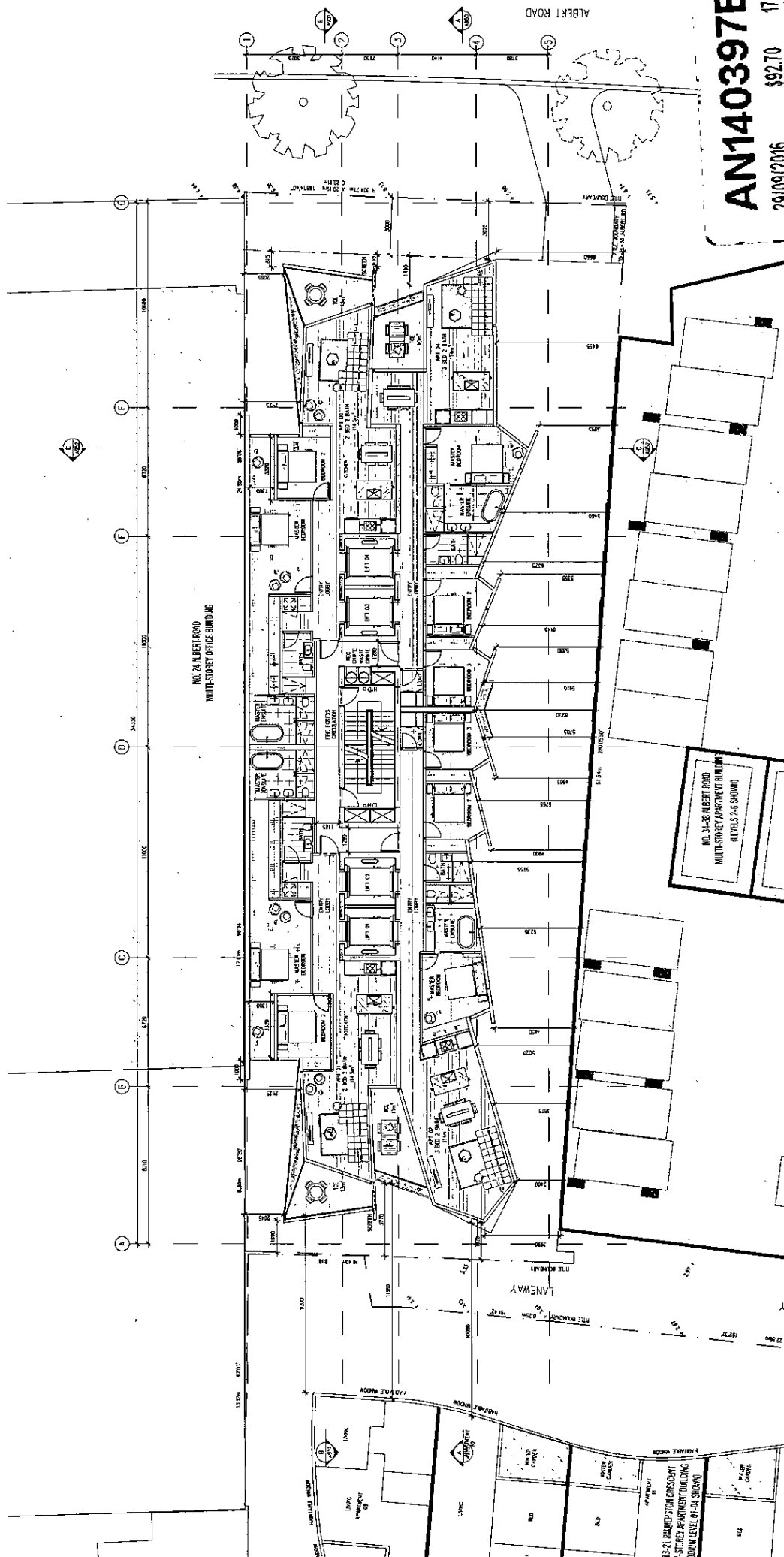
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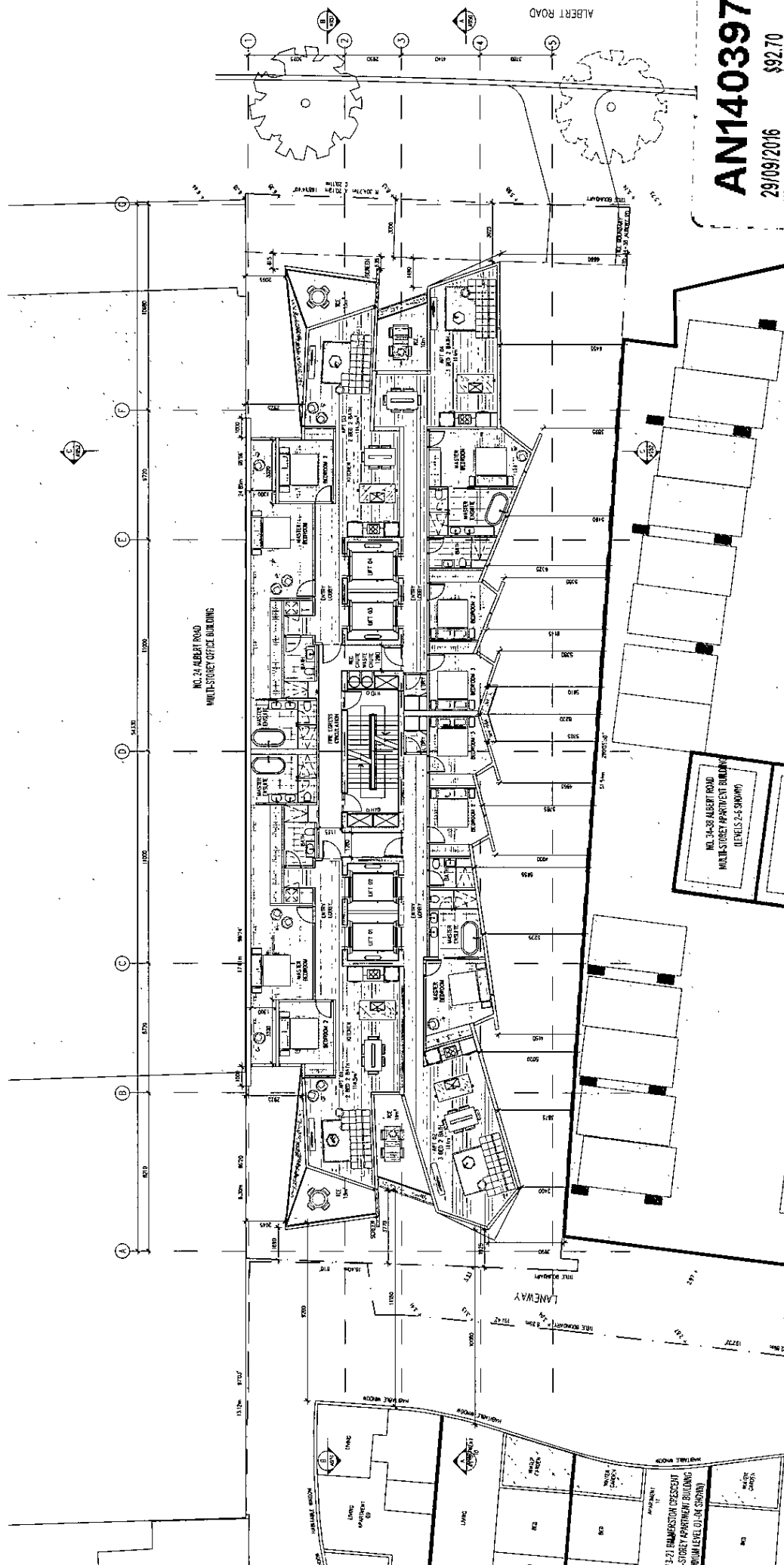


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<p>Project No: 1083</p> <p>Level: 03</p> <p>General Arrangement Plan</p> <p>Drawn: A503</p> <p>Check: TP</p>	<p>28-32 ALBERT ROAD</p> <p>SOUTH MELBOURNE</p> <p>UNTIME P/L</p>	<p>ELENBERG FRASER</p> <p>100% COMPLETE</p> <p>100% COMPLETE</p> <p>100% COMPLETE</p>	<p>PRELIMINARY</p> <p>NOT FOR CONSTRUCTION</p>	<p>13-21 PARKVIEW CRESCENT</p> <p>13-STOREY APARTMENT BUILDING</p> <p>200M LEVEL (1-4 SHOWN)</p>
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[illegible]

**SCALE: 1/4" = 1'**

**PRELIMINARY**

**NOT FOR CONSTRUCTION**

Contract documents are incorporated by reference. The A/E/C disclaimer on the project contract is hereby adopted by the Engineer. The Engineer is not responsible for the design of the project or the construction of the project.

**ELENBERG FRASER**  
LAW, L.L. AND MICHAEL WELT ASSOCIATES V.C. 1998  
ATTORNEYS  
TEL: 415 769-9111 FAX: 415 769-0164  
WWW: 415 769-9111  
DON'T TRY TO COPY

**28-32 ALBERT ROAD**  
**SOUTH MELBOURNE**  
**LINTIME P/L**

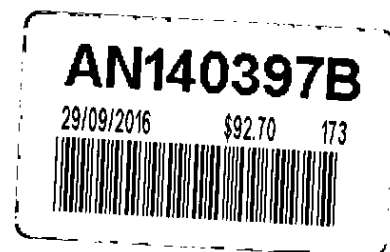
Drawing No. <b>LEVEL 04</b> <b>GENERAL ARRANGEMENT PLAN</b>	Project Number <b>1083</b> Name of Owner <b>A5</b>
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## Schedule B

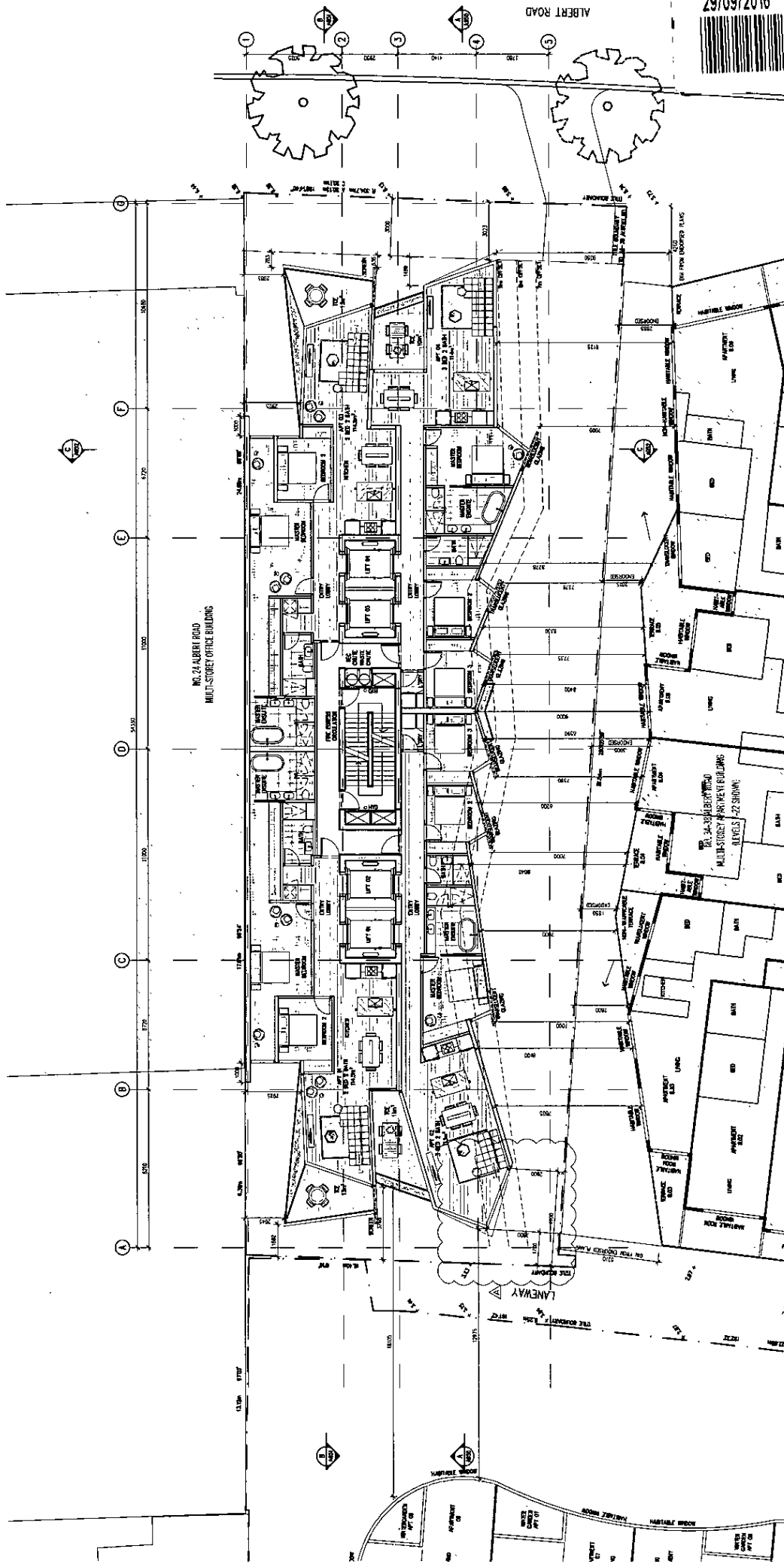
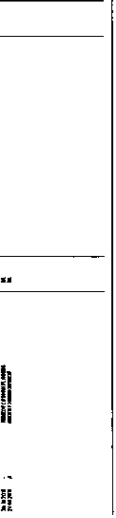






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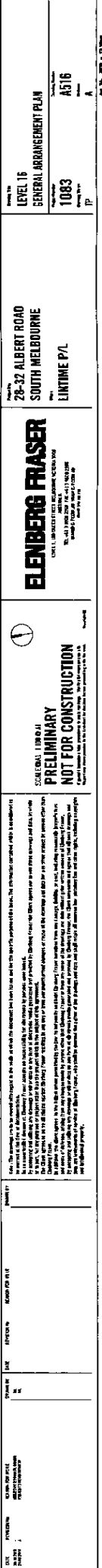


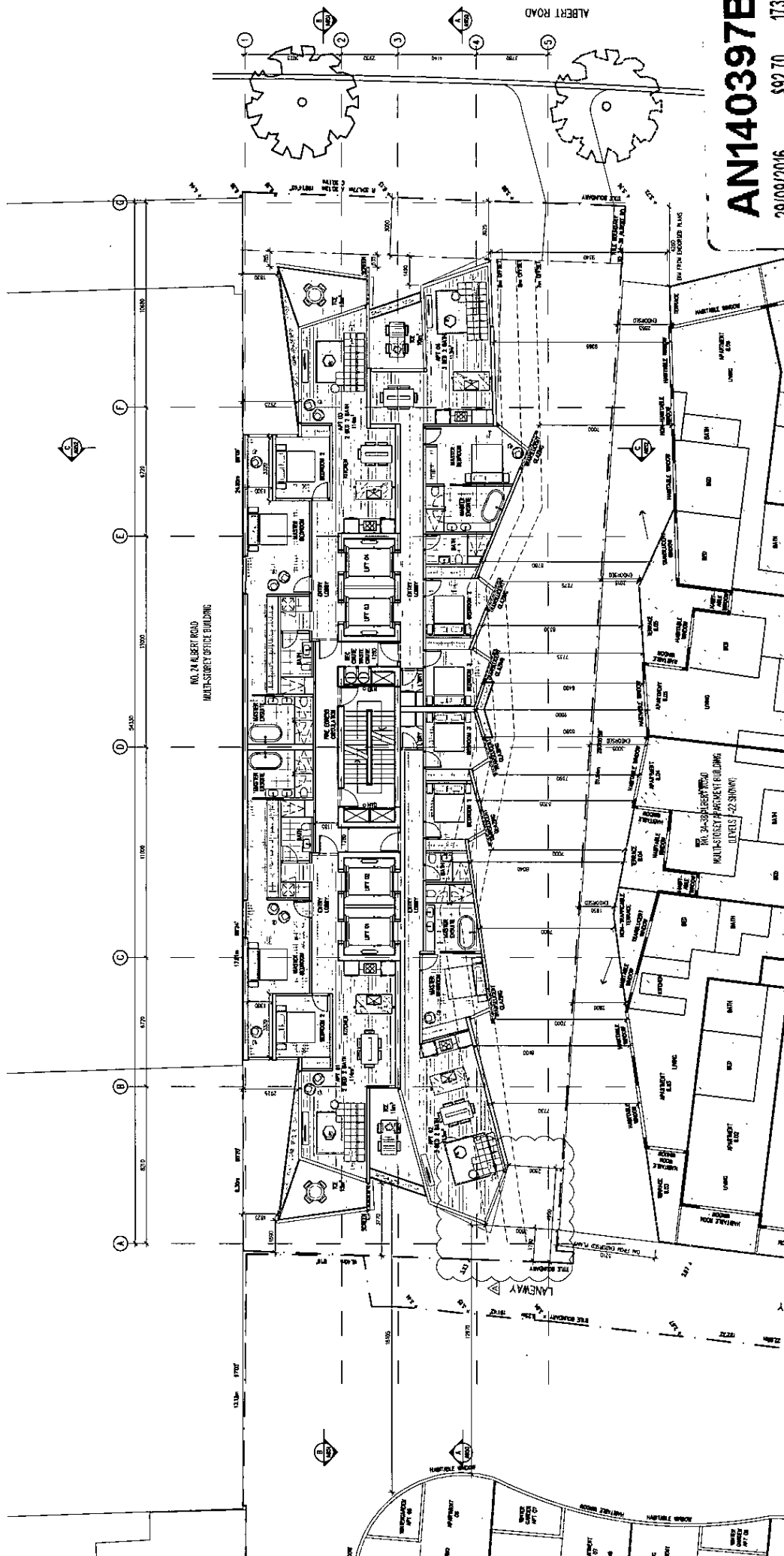
<p>DATE: 24.04.2018</p> <p>TIME: 10:00 AM</p> <p>LOCATION: 28-32 ALBERT ROAD SOUTH MELBOURNE</p> <p>PROJECT: LEVEL 13 GENERAL ARRANGEMENT PLAN</p> <p>PROPOSER: A513</p> <p>DATE: 17</p>	<p>28-32 ALBERT ROAD SOUTH MELBOURNE</p> <p><b>ELENBERG FRASER</b></p> <p>LEVEL 13 GENERAL ARRANGEMENT PLAN</p> <p>DATE: 17</p>	<p>28-32 ALBERT ROAD SOUTH MELBOURNE</p> <p><b>ELENBERG FRASER</b></p> <p>LEVEL 13 GENERAL ARRANGEMENT PLAN</p> <p>DATE: 17</p>
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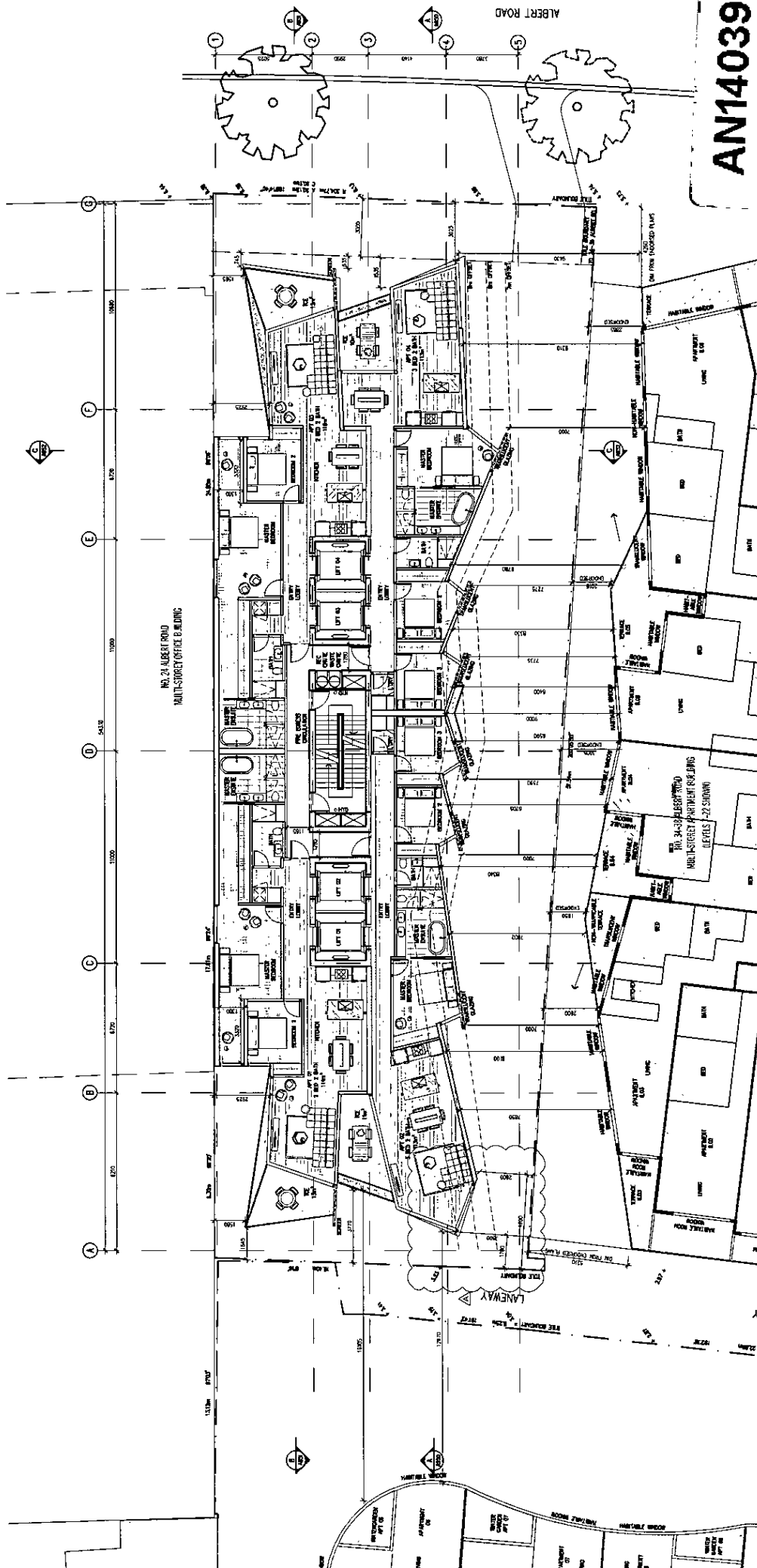


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<p>Project No: <b>LEVEL 17</b> General Arrangement Plan Drawing No: <b>1083</b> Revision: <b>A517</b></p>	<p>Client: <b>28-32 ALBERT ROAD SOUTH MELBOURNE</b> Architect: <b>LINTIME P/L</b></p>	<p><b>ELENBERG FRASER</b> Architects 100/101 STATION STREET, MELBOURNE VIC 3000 Tel: 03 9412 1111 Fax: 03 9412 1112 www.elefraser.com.au</p>	<p><b>PRELIMINARY NOT FOR CONSTRUCTION</b></p>	<p>Notes: This drawing is to be used in conjunction with the other drawings in the project. It is not to be used in isolation. The information contained herein is for the use of the client and is not to be used for any other purpose. The client is responsible for ensuring that the information contained herein is accurate and up-to-date. The architect is not responsible for any errors or omissions in this drawing. The client is responsible for ensuring that the information contained herein is accurate and up-to-date. The architect is not responsible for any errors or omissions in this drawing.</p>
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<p>Project No: 1083</p> <p>Client: LINTIME P/L</p> <p>Location: 28-32 ALBERT ROAD, SOUTH MELBOURNE</p> <p>Level: LEVEL 18</p> <p>General Arrangement Plan</p> <p>Scale: A518</p> <p>Drawn by: A</p> <p>Check by: J.P.</p>	<p><b>ELENBERG FRASER</b></p> <p>ARCHITECTS</p> <p>LEVEL 18, 28-32 ALBERT ROAD, SOUTH MELBOURNE</p> <p>PH: 03 9594 1111</p> <p>WWW.ELENBERGFRASER.COM</p>	<p><b>PRELIMINARY</b></p> <p><b>NOT FOR CONSTRUCTION</b></p>	<p>This drawing is for the proposed development of the site at 28-32 Albert Road, South Melbourne. It is a preliminary drawing and is not for construction. The drawing is subject to change without notice. The drawing is not to be used for any other purpose without the written consent of Elenberg Fraser Architects.</p>
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