



**SECTION 173 AGREEMENT
PLANNING AND ENVIRONMENT ACT 1987**

INFRASTRUCTURE CONTRIBUTIONS

HUME CITY COUNCIL
Council

- and -

THOMAS FRANCIS MILLETT
Registered Proprietor

in relation to land at:
105 VINEYARD ROAD, SUNBURY

5AMC:22004991

Harwood Andrews
ABN 98 076 868 034
70 Gheringhap Street, Geelong 3220, Victoria, Australia
DX 22019 Geelong
PO Box 101 Geelong Vic 3220

Telephone: 03 5225 5225 Facsimile: 03 5225 5222

PARTIES:

1. **Hume City Council** of 1079 Pascoe Vale Road, Broadmeadows 3047
(Council)
2. **Thomas Francis Millett** of 100 Vineyard Road, Sunbury 3429
(Owner)

RECITALS:

- R.1. Council is responsible for the administration and enforcement of the Planning Scheme pursuant to the provisions of the Act. Council is also the planning authority under the Act for proposed Amendment C253 to the Planning Scheme.
- R.2. Council enters into this Agreement in its capacity as responsible authority and planning authority for Amendment C253 to the Planning Scheme.
- R.3. The Owner is or is entitled to be the registered proprietor of the Land.
- R.4. Council has prepared Amendment C253 at the request of the Owner. Amendment C253 proposes to rezone the Land from Industrial 3 Zone to General Residential Zone and apply the Development Plan Overlay – Schedule 32 to the Land.
- R.5. The Owner has agreed to enter into this Agreement with Council prior to Council submitting Amendment C253 to the Minister for approval.
- R.6. The Owner has voluntarily agreed to pay the Monetary Component and deliver the Construction Projects on the terms set out in this Agreement. This Agreement secures those voluntary contributions. The Monetary Component is to be calculated in accordance with the Ministerial Direction on a voluntary basis, noting that the Ministerial Direction would not otherwise apply to the Land at the time of this Agreement.
- R.7. This Agreement is entered into between the parties pursuant to section 173 of the Act in order to facilitate Amendment C253 and to achieve the objectives of planning in Victoria.
- R.8. All Mortgagees have consented to this Agreement.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

In this Agreement unless inconsistent with the context or subject matter:

- 1.1. **Act** means the *Planning and Environment Act 1987* (Vic).
- 1.2. **Agreement** means this Agreement and any agreement executed by the parties varying or expressed to be supplemental to this Agreement.
- 1.3. **Certificate of Practical Completion** means a written certificate prepared by Council stating that the Construction Project has been completed to the satisfaction of Council.
- 1.4. **Construction Project** means a project for the construction of works identified in the Construction Projects Table at Schedule 2 of this Agreement.
- 1.5. **Council** means:
 - 1.5.1. in its capacity as responsible authority, Hume City Council or its successor as the authority responsible for administering and enforcing the Planning Scheme; and
 - 1.5.2. in its capacity as planning authority, Hume City Council or its successor as the authority responsible for preparing Amendment C253 to the Planning Scheme,and includes its agents, officers, employees, servants, workers and contractors.
- 1.6. **Community and Recreation Construction Levy** means the standard community and recreation construction levy specified in and calculated in accordance with the Ministerial Direction, subject to Indexation.
- 1.7. **Civil Maintenance Bond** means an irrevocable unconditional bank guarantee from a financial institution approved by Council or other form of security to the satisfaction of Council, in favour of Council, for the amount specified in Item 4 of Schedule 1 to secure maintenance of a Construction Project.
- 1.8. **Civil Maintenance Period** means the period specified in Item 3 of Schedule 1 from the issue of a Certificate of Practical Completion for a Construction Project.
- 1.9. **Current Address for Service**
 - 1.9.1. for the Council means the address shown under the heading "Parties" in this Agreement, or any other principal office address listed on the Council website; and
 - 1.9.2. for the Owner means the address shown under the heading "Parties" in this Agreement or any other address provided by the Owner to the Council for any purpose or purposes relating to the Land.
- 1.10. **Current Email Address for Service**
 - 1.10.1. for the Council means contactus@hume.vic.gov.au, or any other email address listed on the website of the Council; and

- 1.10.2. for the Owner means any email address provided by the Owner to the Council for the express purpose of electronic communication regarding this Agreement.
- 1.11. **DoT** means the Department of Transport or its successor, and includes its agents, officers, employees, servants, workers and contractors.
- 1.12. **Development Plan** means the development plan approved by Council pursuant to Clause 43.04 of the Planning Scheme for the Land.
- 1.13. **DPO32** means the Development Plan Overlay – Schedule 32 proposed to be introduced by way of Amendment C253.
- 1.14. **Endorsed Plan** means a plan endorsed under the relevant Permit, as amended from time to time.
- 1.15. **GAIC** means the Growth Areas Infrastructure Charge under the Act.
- 1.16. **GST** means the *New Tax System (Goods and Services Tax) Act 1999* (Cth) as amended from time to time.
- 1.17. **GST Regulations** means the *New Tax System (Goods and Services Tax) Regulations 1999* (Cth) as amended from time to time.
- 1.18. **Indexation** has the meaning identified in the Ministerial Direction and in the event that one or more of the listed indexes is no longer available then the Council will nominate a replacement index
- 1.19. **Land** means the land identified in Item 1 of Schedule 1 and includes any lots created by the subdivision of the Land or any part of it.
- 1.20. **Localised Infrastructure** means works, services or facilities necessitated by the subdivision or development of the Land including but not limited to provision of utility services such as water supply, stormwater drainage, sewerage, gas and electricity services, telecommunications infrastructure and local road, bridges, culverts and other water crossings, any required associated traffic control measures and devices. For the purposes of this Agreement, localised infrastructure does not include infrastructure that is in the nature of regional or state infrastructure.
- 1.21. **Ministerial Direction** means the *Ministerial Direction on the Preparation and Content of Infrastructure Contributions Plans* made under section 46GJ of the Act which came into effect on 2 July 2018.
- 1.22. **Monetary Component** means the Community and Recreation Construction Levy agreed to be paid in respect of the Land pursuant to this Agreement.
- 1.23. **Mortgagee** means the mortgagee identified in Item 2 of Schedule 1 and any subsequent 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.
- 1.24. **Owner** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as the proprietor or proprietors of an estate in fee simple of the Land or any part of it, and includes a Mortgagee in possession.
- 1.25. **party** or **parties** means the Owner and the Council under this Agreement as appropriate.
- 1.26. **Permit** means a planning permit issued by Council in its capacity as responsible authority for the development of the Land, as amended from time to time.

- 1.27. **Planning Scheme** means the Hume Planning Scheme and any successor instrument or other planning scheme which applies to the Land.
- 1.28. **Residential Lot** means a lot created as a result of the subdivision of the Land which in the opinion of Council is of a size and dimension that it is intended to be developed as a housing lot without further subdivision.
- 1.29. **Schedule** means a schedule to this Agreement.
- 1.30. **Schedule of Contributions** means the items submitted to and approved by Council under the relevant Permit.
- 1.31. **Stage** is a reference to a stage of subdivision of a Permit as shown on an approved plan of subdivision or Endorsed Plan.
- 1.32. **Statement of Compliance** means a statement of compliance issued by Council under the *Subdivision Act 1988* (Vic).
- 1.33. **Tax Act** means the *Taxation Administration Act 1953* (Cth) as amended from time to time.
- 1.34. **Vineyard Road Shared Path** means the Construction Project identified as 'Vineyard Road Shared Path' in the Construction Projects Table at Schedule 2 of this Agreement.

2. INTERPRETATION

In the interpretation of this Agreement unless inconsistent with the context or subject matter:

- 2.1. The singular includes the plural and the plural includes the singular.
- 2.2. A reference to a gender includes a reference to all other genders.
- 2.3. Words (including defined expressions) denoting persons will be deemed to include all trusts, bodies and associations, corporate or unincorporated, and vice versa.
- 2.4. A reference to a person includes a reference to a firm, corporation, association or other entity and their successors in law.
- 2.5. A reference to a statute includes any statute amending, consolidating or replacing that statute and includes any subordinate instruments made under that statute.
- 2.6. The Recitals to this Agreement are and will be deemed to form part of this Agreement including any terms defined within the Recitals.
- 2.7. References to the parties will include their transferees, heirs, assigns, and liquidators, executors and legal personal representatives as the case may be.
- 2.8. Reference to a document or agreement includes reference to that document or agreement as changed, novated or replaced from time to time.
- 2.9. Where a word or phrase is given a definite meaning in this Agreement, a part of speech or other grammatical form for that word or phrase has a corresponding meaning.
- 2.10. Where a word or phrase is not defined in this Agreement, it has the meaning as defined in the Act, or, if it is not defined in the Act, it has its ordinary meaning.

3. REQUIREMENT TO PAY MONETARY COMPONENT

3.1. Payment of the Monetary Component

The Owner must pay the Monetary Component.

3.2. Time for payment of the Monetary Component

The Owner must pay the Monetary Component pursuant to Clause 3.1 for any Stage prior to the issue of a Statement of Compliance for that Stage.

4. CONSTRUCTION PROJECTS

4.1. Construction

The Owner agrees that it must construct the Construction Projects:

- 4.1.1. at its own cost;
- 4.1.2. in accordance with plans and specifications approved by Council;
- 4.1.3. in compliance with all applicable laws and permits, consents and approvals;
- 4.1.4. within the timeframe specified in Schedule 2 of this Agreement; and
- 4.1.5. to the satisfaction of Council.

4.2. Designs and approval

The Owner agrees that prior to commencing any works for a Construction Project, it must, at its own cost:

- 4.2.1. prepare plans and specifications for the Construction Project and submit those plans and specifications to Council for its approval, including a functional layout plan within the timeframe specified in Column E of Schedule 2; and
- 4.2.2. obtain all necessary permits, consents and approvals for the Construction Project.

4.3. Maintenance of ICP Construction Project (Vineyard Road Shared Path)

The Owner agrees that, upon the issue of a Certificate of Practical Completion for the Vineyard Road Shared Path, it must:

- 4.3.1. provide the following to Council:
 - 4.3.1.1. a copy of as-built plans and any maintenance information, operational manual or other material which is reasonably required for the ongoing operation and maintenance of the Vineyard Road Shared Path;
 - 4.3.1.2. a copy of any permit, consent or approval obtained for the Vineyard Road Shared Path; and
 - 4.3.1.3. the Civil Maintenance Bond for the Vineyard Road Shared Path; and

- 4.3.2. maintain the Vineyard Road Shared Path in good order, condition and repair for the Civil Maintenance Period to the satisfaction of Council.

4.4. **Issue of a Certificate of Practical Completion**

Upon the completion of a Construction Project to Council's satisfaction and in accordance with this Agreement, Council will issue a Certificate of Practical Completion for the Construction Project.

4.5. **Application of the Civil Maintenance Bond**

Council may use the Civil Maintenance Bond to undertake works to ensure the good order, condition and repair of the Vineyard Road Shared Path in the event that:

- 4.5.1. any part the Vineyard Road Shared Path is not maintained to Council's satisfaction during the Civil Maintenance Period; and
- 4.5.2. the Owner fails to comply with a written direction from Council to undertake any maintenance works required by Council within a reasonable time frame.

4.6. **Return of Civil Maintenance Bond**

Council will return the Civil Maintenance Bond at the written request of the Owner following completion of the Civil Maintenance Period, less any monies used by Council in accordance with Clause 4.5.

4.7. **Other Maintenance Obligations**

For the avoidance of doubt, the maintenance obligations under Clauses 4.3 to 4.6 of this Agreement relate only to the Vineyard Road Shared Path and nothing in this Agreement is intended to excuse the Owner from complying with any other maintenance obligation with respect to the Construction Projects required by other relevant authorities under any required consents, approvals or permit.

5. **OWNER'S FURTHER COVENANTS**

The Owner warrants and covenants that:

- 5.1. It is the registered proprietor (or entitled to be so) of the Land;
- 5.2. Save as shown in the certificate of title to the Land, there are no mortgages, liens, charges, easements or other encumbrances or any rights inherent in any person affecting the Land or any part of it and not disclosed by the usual searches;
- 5.3. Neither the Land nor any part of it is subject to any right obtained by adverse possession or subject to any easements, rights or encumbrances mentioned in section 42 of the *Transfer of Land Act 1958* (Vic);
- 5.4. It will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of it without first providing to its successors a copy of this Agreement;
- 5.5. It will within 28 days of written demand pay to Council, Council's reasonable costs (including legal or other professional costs) and expenses of and incidental to the:
 - 5.5.1. negotiation, preparation, execution and recording of this Agreement;

5.5.2. assessment, negotiation, preparation, execution and recording of any proposed amendment to this Agreement; and

5.5.3. the cancellation or alteration of this Agreement in the Register.

5.6. To the extent that the costs and expenses to be paid for by the Owner in accordance with clause 5.5 constitute legal professional costs, Council may at its absolute discretion have these costs assessed by the Law Institute of Victoria and in that event the Parties will be bound by the amount of that assessment, with any fee for obtaining such an assessment being borne equally by Council and the Owner;

5.7. It will do all that is necessary to enable Council to make application to the Registrar of Titles to record this Agreement in the Register in accordance with the Act, including the signing of any further agreement, acknowledgment or other document; and

5.8. Until such time as this Agreement is recorded in the Register, the Owner must ensure that successors in title will give effect to this Agreement, and do all acts and sign all documents which will require those successors to give effect to this Agreement, including executing a deed agreeing to be bound by the terms of this Agreement.

6. ACKNOWLEDGEMENT BY THE PARTIES

The Parties acknowledge and agree that:

6.1. This Agreement relates only to infrastructure that is set out in Schedule 2 to this Agreement and not Localised Infrastructure; and

6.2. Compliance with the obligations of this Agreement does not relieve the Owner of any obligation imposed by Council or a Tribunal to provide Localised Infrastructure which obligation may be imposed as a requirement in a planning permit for the subdivision or development of the Land.

7. FURTHER ASSURANCE

The parties to this Agreement will do all things necessary (including signing any further agreement, acknowledgement or document) to give full effect to the terms of this Agreement and to enable this Agreement to be recorded in the Register in accordance with the Act.

8. AMENDMENT

8.1. This Agreement may be amended only in accordance with the requirements of the Act.

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

9. NO WAIVER

The Parties agree that:

9.1. No waiver by any party of any default in the strict and literal performance of or compliance with any provision, condition or requirement in this Agreement will be deemed to be:

9.1.1. a waiver of strict and literal performance of and compliance with any other provision, condition or requirement of this Agreement; or

9.1.2. a waiver or release any party from compliance with any provision, condition or requirement in the future; and

9.2. Any delay or omission of any party to exercise any right under this Agreement in any manner will not impair the exercise of such right accruing to it thereafter.

10. NO FETTERING OF POWERS OF COUNCIL

The parties acknowledge and agree that this Agreement does not fetter or restrict the power or discretion of the 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 Land or relating to any use or development of the Land.

11. INTEREST ON OVERDUE MONEYS

Any amount due under this Agreement but unpaid by the due date incurs interest at the rate prescribed under section 227A of the *Local Government Act 1989* (Vic) and any payment made shall be first directed to payment of interest and then the principal amount owing.

12. NOTICES

All notices and other communications under this Agreement will be sent by prepaid mail, by hand delivery, email or by facsimile to the Current Addresses for Service, Current Email Address for Service or Current Number for Service of the parties, and may be sent by an agent of the party sending the notice. Each notice or communication will be deemed to have been duly received:

12.1. not later than two business days after being deposited in the mail with postage prepaid;

12.2. when delivered by hand; or

12.3. if sent by email, at the time of receipt in accordance with the *Electronic Transactions (Victoria) Act 2000* (Vic).

13. COSTS ON DEFAULT

If the Owner defaults in the performance of any obligations under this Agreement it will pay to the Council its reasonable costs of action taken to achieve compliance with this Agreement.

14. INVALIDITY OF ANY CLAUSE

Notwithstanding anything to the contrary in this Agreement, if any provision of this Agreement will be invalid and not enforceable in accordance with its terms, all other provisions which are self-sustaining and capable of separate enforcement without regard to the invalid provisions will be and continue to be valid and enforceable in accordance with those terms.

15. AGREEMENT BINDING ON SUCCESSORS OF OWNERS

This Agreement will extend to and bind the Owner's successors, assigns, administrators, transferees and legal personal representatives and the obligations imposed upon them will also be binding on their successors, transferees, purchasers, mortgagees and assigns as if each of them had separately executed this Agreement.

16. JOINT OBLIGATIONS

In the case of each party that consists of more than one person (including in that expression any corporation) each of those persons covenants, agrees and declares that all of the covenants, agreements, declarations and consents contained in this Agreement and made and given by that party have been entered into, made and given and are binding upon that person both severally and also jointly with the other person or persons constituting that party.

17. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

18. GST

The Parties agree that:

- 18.1. expressions used in this clause and in the GST Act have the same meanings as when used in the GST Act;
 - 18.2. a supply under this Agreement of:
 - 18.2.1. in-kind contributions of any kind provided by the Owner to the Council for the supply by the Council to the Owner of a right to develop land where the right/s granted comply with requirements imposed by or under an Australian law (as that term is understood in the GST Act) will be exempt from GST;
 - 18.2.2. payments, fees, charges levies or other amounts payable (the amount payable) by the Owner to the Council for the supply of a right to develop land, to the extent:
 - 18.2.2.1. the amount payable is a payment of an Australian tax under subsection 81-5(1) of the GST Act; or
 - 18.2.2.2. is an amount that is subject to subsection 81-10(1) of the GST Act and is not an amount listed in regulation 81-10.01 of the GST Regulations; or
 - 18.2.2.3. is an amount that is not subject to subsection 81-10(1) of the GST Act but is listed in regulation 81-15.01 of the GST Regulations; or
 - 18.2.2.4. is an amount that is subject to subsection 81-10(1) of the GST Act and is listed in regulations 81-10.01 and 81-15.01 of the GST Regulations but is listed in subregulation 81-10.01(1)(g);
- will be exempt from GST.
- 18.3. the recipient of a taxable supply made under or in respect of this Agreement must pay to the supplier, at the time the consideration for the supply is due, the GST payable in respect of the supply. This obligation extends to supply consisting of a Party's entry into this document; and
 - 18.4. a Party is not obliged, under clause 21.3, to pay the GST on a taxable supply to it until given a valid tax invoice for the supply.

19. **FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING TAX**

- 19.1. The Parties agree that the words defined or used in subdivision 14-D of schedule 1 of the Tax Act have the same meaning in this clause unless the context requires otherwise.
- 19.2. The Owner acknowledges and agrees that if Council is required to pay the Commissioner an amount in accordance with subdivision 14-D of schedule 1 of the Tax Act for any transfer to or vesting of land by the Owner in Council under this Agreement (**the Amount**):
- 19.2.1. at least 60 days prior to the transfer to or vesting of such land in Council, the Owner must provide Council with a clearance certificate issued by the Commissioner under section 14-220 (1) of schedule 1 to the Tax Act, which must be valid for the period within which the relevant land is to be vested in or transferred to Council and must be issued in the exact name of the Owner; or
- 19.2.2. where a clearance certificate is not provided in accordance with Clause 20.2.1:
- 19.2.2.1. if the land is to be transferred or vested in Council in exchange for a cash payment to the Owner, then the Amount is to be deducted from the total cash payment;
- 19.2.2.2. if the land is to be transferred or vested in Council in exchange for non-cash consideration, the Owner must pay the Amount to Council at least 30 days prior to the transfer to or vesting of the land in Council; and
- 19.2.3. if the land is to be transferred or vested in Council in exchange for part cash payment and part non-cash consideration, then the Amount is to be deducted from the total cash payment and to the extent that the total cash payment is less than the Amount, the Owner must pay the difference to Council at least 30 days prior to the transfer to or vesting of the land in Council.
- 19.3. The Owner acknowledges and agrees that it must provide Council with all information and assistance necessary to enable Council to comply with its obligation to make a payment under subdivision 14-D of schedule 1 of the Tax Act in respect to the transfer to or vesting of land in Council under this Agreement.
- 19.4. The Owner indemnifies Council against any interest, penalty, fine or other charge or expense incurred by Council arising from a failure by Council to pay the Amount in accordance with subdivision 14-D of schedule 1 of the Tax Act as a result of the Owner's failure to comply with its obligations under this clause of the Agreement.

20. **COMMENCEMENT AND ENDING OF AGREEMENT**

- 20.1. This Agreement will commence on the date on which the notice of approval of Amendment C253 is published in the Government Gazette.
- 20.2. This Agreement will end:
- 20.2.1. if Council determines to abandon Amendment C253; or
- 20.2.2. if Amendment C253 lapses; or

- 20.2.3. if the Minister refuses to approve Amendment C253; or
 - 20.2.4. in respect of a Residential Lot, upon the issue of a Statement of Compliance for a subdivision that creates that Residential Lot; or
 - 20.2.5. in respect of any part of the Land other than a Residential Lot, once the Owner has completed all of the obligations imposed upon it under this Agreement to the satisfaction of Council; or
 - 20.2.6. in respect of any part of the Land not affected by the DPO32, upon the issue of a Statement of Compliance for a subdivision that creates that part of the Land; or
 - 20.2.7. otherwise by agreement between the Parties in accordance with Section 177(2) of the Act.
- 20.3. As soon as reasonably practicable after the Agreement has ended with respect to all or part of the Land, Council will, following a request from the Owner and at the cost of the Owner, apply to the Registrar of Titles under section 183(1) of the Act to cancel the recording of the Agreement in relation to the relevant land.

EXECUTED BY THE PARTIES

Signed sealed and delivered as a deed by the Parties

Date:

SIGNED for and on behalf of **HUME CITY COUNCIL** by Michael Sharp, Director Planning and Development, in the presence of:

.....
Witness

.....
Name of witness (please print)

SIGNED SEALED AND DELIVERED by the said **THOMAS FRANCIS MILLETT** in the presence of:

.....
Thomas Francis Millett

.....
Witness

MORTGAGEE CONSENT

The Mortgagee identified in Item 2 of Schedule 1 under the Instrument/s of Mortgage identified in Item 2 of Schedule 1 consents to the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement.

DATED:

Executed for and on behalf of **Commonwealth Bank of Australia**

EXHIBITION

Schedule 1

| | |
|---|---|
| Item 1 – Land | Certificate of Title Volume 10871 Folio 073 and Volume 11425 Folio 866. |
| Item 2 – Mortgagee & Instrument/s of Mortgagee | Commonwealth Bank of Australia under Instrument of Mortgage No. AF301657B and AJ406117R |
| Item 3 – Civil Maintenance Period | Vineyard Road Shared Path: 3 months |
| Item 4 – Civil Maintenance Bond Amount | Vineyard Road Shared Path: 5% of the total cost of the Construction Project |

Schedule 2

CONSTRUCTION PROJECTS TABLE

| A – Project Description | B – Extent of Project | C – Timing for Submission of Functional Layout Plan | D – Timing for Commencement | E – Timing for Completion |
|---|-----------------------|---|---|---|
| Vineyard Road Shared Path A 2.5-metre-wide shared path for walking and cycling from the southern boundary of the Land along Vineyard Road to the southern side of Deveny Road, generally in accordance with the Development Plan. | Whole of project | Within 12 months of approval of the Development Plan, or the issue of a Permit for subdivision to create one or more Residential Lots, whichever comes first. | Prior to the issue of a Statement of Compliance creating the first Residential Lot within the Land. | That part of the shared path abutting a Stage must be completed prior to the issue of a Statement of Compliance for that Stage. That part of the shared path that does not abut a Stage must be completed prior to the issue of a Statement of Compliance for the final Stage abutting the shared path. |
| Vineyard Road and Connector Street Signalised Intersection A signalised intersection at Vineyard Road and the connector street, generally in accordance with the Development Plan. | Whole of project | Within 12 months of approval of the Development Plan, or the issue of a Permit for subdivision to create one or more Residential Lots, whichever comes first. | Within 12 months of approval of the detailed engineering design by relevant authorities | All civil works must be completed prior to the issue of a Statement of Compliance for the first Stage. Traffic signals must be operational and any other remaining works must be completed prior to the issue of a Statement of Compliance for the second Stage. |