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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

VOLUME 06313 FOLIO 437

Security no : 124101292347C
Produced 20/10/2022 03:46 PM

CROWN GRANT

LAND DESCRIPTION

Crown Allotment 6A Section 2 Parish of Mordialloc.

ADVERTISED COPY

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor

HUNTINGDALE ESTATE NOMINEES PTY LTD of LEVEL 2 649 BRIDGE ROAD RICHMOND VIC
3121
AH638598S 26/11/2010

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AR342526G 13/08/2018
STERLING GLOBAL CAPITAL SECURITIES PTY LTD
TRANSFER OF MORTGAGE AV960612G 15/08/2022

Any crown grant reservations exceptions conditions limitations and powers noted on the plan or imaged folio set out under DIAGRAM LOCATION below. For details of any other encumbrances see the plan or imaged folio set out under DIAGRAM LOCATION below.

AGREEMENT Section 173 Planning and Environment Act 1987
S505281N 26/05/1993

DIAGRAM LOCATION

SEE TP523979Q FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AV956115V (E)	CONV PCT & NOM ECT TO LC	Completed	12/08/2022
AV960572R (E)	REMOVAL OF NOMINATION	Completed	15/08/2022
AV960612G (E)	TRANSFER OF MORTGAGE	Registered	15/08/2022

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

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

Street Address: 1221-1249 CENTRE ROAD OAKLEIGH SOUTH VIC 3167

ADMINISTRATIVE NOTICES

NIL

eCT Control 16667Y GADENS LAWYERS
Effective from 15/08/2022

DOCUMENT END

Delivered from the LANDATA® System by GlobalX Pty Ltd

National Property Information - VIC Instrument

Order Details

Order ID:	OR-ZEHQGV99QY3ZO
User ID:	dda340068
Matter/File Reference:	P0033412
Search Criteria:	S505281N App Number: 66665626
Message:	Document requested from Authority - document not yet available



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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Produced: 20/10/2022 03:46:29 PM

Dealing Number: AV960572R

Status: Completed

Date and Time Lodged: 15/08/2022 03:45:00 PM

Responsible Subscriber: GADENS LAWYERS

Customer Code: 16667Y

Reference:

APPLICATION TO WITHDRAW A NOMINATION OF AN ELECTRONIC CERTIFICATE OF TITLE

The Subscriber authorises the withdrawal of the nomination of the following electronic Certificate(s) of Title:

Certificate(s) of Title:

Volume 3645 Folio 846

Volume 6313 Folio 437

Volume 8186 Folio 871

Volume 8343 Folio 532

Volume 9402 Folio 344

Volume 10378 Folio 210

Signed by:

Grace Maggie Cunningham

(for GADENS LAWYERS)

Customer Code: 16667Y

Dated: 15 August 2022

File Notes:

NIL

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Statement End.



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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Produced: 20/10/2022 03:46:28 PM

Dealing Number: AV956115V

Status: Completed

Date and Time Lodged: 12/08/2022 04:50:07 PM

Responsible Subscriber: GADENS LAWYERS

Customer Code: 16667Y

Reference:

APPLICATION TO CONVERT AND NOMINATE PAPER CERTIFICATE OF TITLE TO AN ELECTRONIC INSTRUMENT

The Subscriber authorises the conversion of the following paper Certificate(s) of Title to electronic Certificate(s) of Title and their nomination to the instruments contained in the Lodgement Case shown below:

Certificate(s) of Title:

Volume 3645 Folio 846

Volume 6313 Folio 437

Volume 8186 Folio 871

Volume 8343 Folio 532

Volume 9402 Folio 344

Volume 10378 Folio 210

Lodgement Case ID: 496880533

Following the registration of the instruments in the Lodgement Case, return the eCT Control to the nominating Subscriber

Subscriber's Certification:

1. The Certifier has:

(a) retrieved; and

(b) either securely destroyed or made invalid,

the (duplicate) certificate(s) of title for the folio(s) of the Register listed in this Registry Instrument or Document.

Signed by:

Grace Maggie Cunningham

(for GADENS LAWYERS)

Customer Code: 16667Y

Dated: 12 August 2022



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

File Notes:

NIL

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Statement End.



Department of Environment, Land, Water & Planning

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Produced 20/10/2022 03:46:29 PM

Status	Registered	Dealing Number	AV960612G
Date and Time Lodged	15/08/2022 03:46:36 PM		

Lodger Details

Lodger Code	16667Y
Name	GADENS LAWYERS
Address	
Lodger Box	
Phone	
Email	
Reference	21904089 - Sterling

TRANSFER

Jurisdiction	VICTORIA
--------------	----------

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

3645/846
6313/437
8186/871
8343/532
9402/344
10378/210

Transferor(s)

Name	MELBOURNE SECURITIES CORPORATION LTD
ACN	160326545

Estate and/or Interest being transferred

Mortgage AR342526G

Consideration

Non-Monetary

Transferee(s)

Tenancy (inc. share)	Sole Proprietor
Name	STERLING GLOBAL CAPITAL SECURITIES PTY LTD



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

ACN	608154525
Address	
Floor Type	LEVEL
Floor Number	50
Street Number	525s
Street Name	COLLINS
Street Type	STREET
Locality	MELBOURNE
State	VIC
Postcode	3000

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 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 law and any Prescribed Requirement.

Executed on behalf of	STERLING GLOBAL CAPITAL SECURITIES PTY LTD
Signer Name	GRACE MAGGIE CUNNINGHAM
Signer Organisation	GADENS LAWYERS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	12 AUGUST 2022

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 law and any Prescribed Requirement.

Executed on behalf of	MELBOURNE SECURITIES CORPORATION LTD
Signer Name	GRACE MAGGIE CUNNINGHAM
Signer Organisation	GADENS LAWYERS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	12 AUGUST 2022

File Notes:

NIL

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

Statement End.

AK744344H

28/11/2013 \$66.50 113A



Application for Amendment or Alteration of Registered Proprietor's Address

Privacy Collection Statement
The information from this form is collected by the Registrar of Titles under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes.

Section 113(5) Transfer of Land Act 1958

Lodged by

Name: PIPER ALDERMAN Solicitors

Phone: (03) 8665 5555

Address: Level 24, 385 Bourke Street, Melbourne, Victoria 3000

Reference:GHT:382133

Customer Code: 4206F

The applicant applies to alter the address recorded in the Register to the address specified.

Land: *(volume and folio, and if applicable mortgage, charge or lease)*

Volume 10378 Folio 210, Volume 03645 Folio 846, Volume 06313 Folio 437, Volume 08186 Folio 871, Volume 08343 Folio 532 and Volume 09402 Folio 344

Applicant: *(full name and address including postcode)*

HUNTINGDALE ESTATE NOMINEES PTY LTD ACN 146 749 822 of Level 2, 649 Bridge Road, Richmond, Victoria 3121

Date: *27 November 2013*

Signature of Australian Legal Practitioner under the Legal Profession Act 2004 for applicant:

Piper Alderman

Approval No: 2325125A

Order to Register

Form 61

Please register and issue Certificate of Title to

Page 1 of 1

Signed

Customer Code

THE BACK OF THIS FORM MUST NOT BE USED

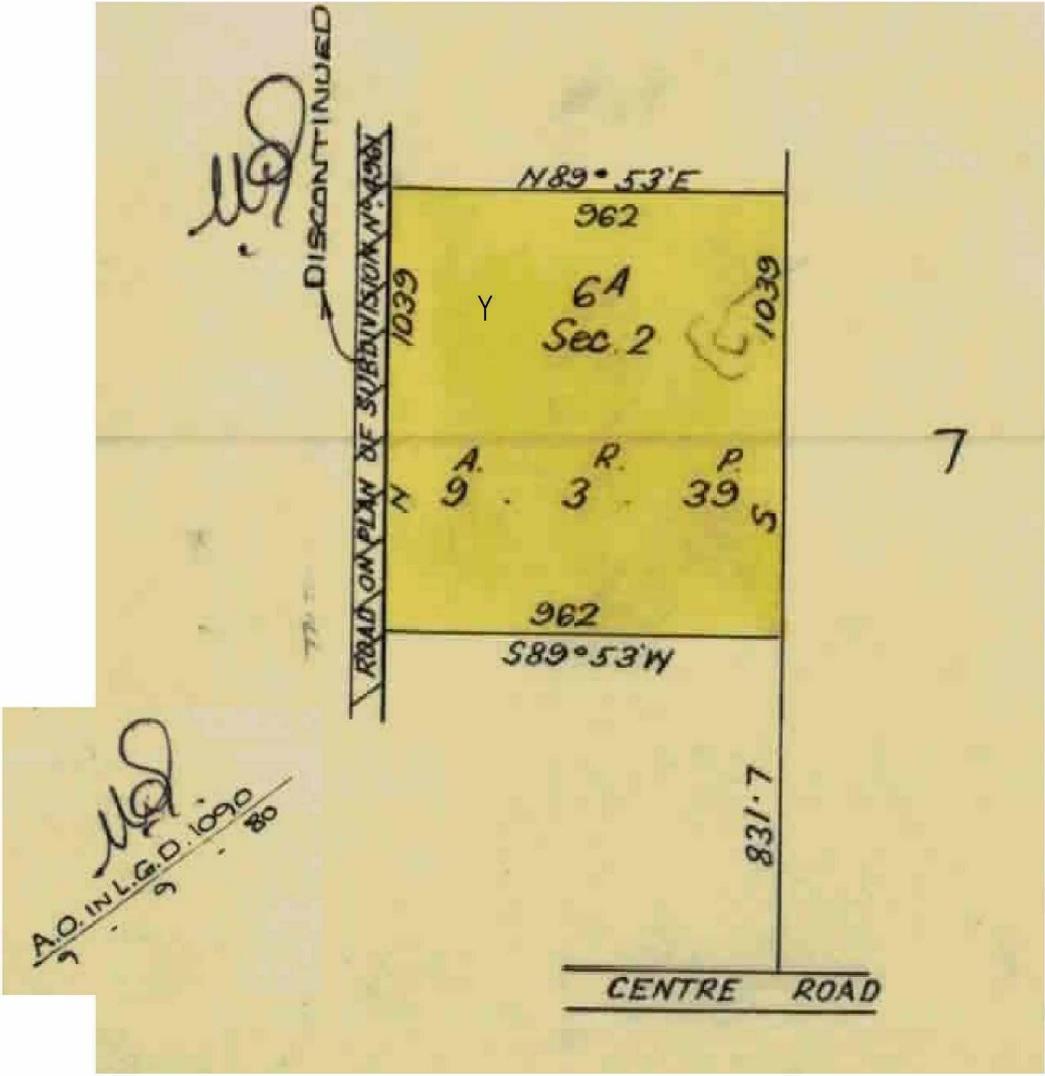
Land Victoria, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

TITLE PLAN	EDITION 1	TP 523979Q
-------------------	------------------	-------------------

<p>Location of Land</p> <p>Parish: MORDIALLOC</p> <p>Township: 2</p> <p>Section: 2</p> <p>Crown Allotment: 6A</p> <p>Crown Portion:</p> <p>Last Plan Reference:</p> <p>Derived From: VOL 6313 FOL 437</p> <p>Depth Limitation: 50 FEET</p>	<p style="text-align: center;">Notations</p> <p>SUBJECT TO THE RESERVATIONS EXCEPTIONS CONDITIONS AND POWERS CONTAINED IN CROWN GRANT VOL. 6313 FOL. 437 AND NOTED ON SHEET 2 OF THIS PLAN</p> <p>ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN</p>
---	--

<p>Description of Land / Easement Information</p>	<p>THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT</p> <p>COMPILED: 09/06/2000</p> <p>VERIFIED: CL</p>
--	---

COLOUR CODE
Y = YELLOW



TITLE PLAN

TP 523979Q

LAND DESCRIPTION INCLUDING RESERVATIONS EXCEPTIONS
CONDITIONS AND POWERS SHOWN ON THE CROWN GRANT

All THAT PIECE OF LAND in the said State containing
*nine acres three roods and thirty-nine perches more or less being allotment six A of
 section two in the Parish of Neordialloc County of Bourke*
together with a right of carriage way over the road shown on Plan of Subdivision No 2361 lodged in the Office of Titles

deineated with the measurements and abuttals thereof in the map drawn in the margin of these presents and therein colored yellow) PROVIDED nevertheless that the grantee shall be entitled to sink wells for water and to the use and enjoyment of any wells or springs of water upon or within the boundaries of the said land for any and for all purposes as though she held the land without limitation as to depth EXCEPTING nevertheless unto Us Our heirs and successors all gold and silver and minerals as defined in the *Mines Act 1928* in upon or under or within the boundaries of the land hereby granted AND ALSO reserving to Us Our heirs and successors free liberty and authority for Us Our heirs and successors and Our and their licensees agents and servants at any time or times hereafter to enter upon the said land and to search and mine therein for gold silver and minerals as aforesaid and to extract and remove therefrom any such gold silver and minerals and to search for and work dispose of and carry away the said gold silver and minerals lying in upon or under the land hereby granted and for the purposes aforesaid to sink shafts make drives erect machinery and to carry on any works and do any other things which may be necessary or usual in mining and with all other incidents that are necessary to be used for the getting of the said gold silver and minerals and the working of all mines seams lodes and deposits containing such gold silver and minerals in upon or under the land hereby granted

PROVIDED ALWAYS that the said land is and shall be subject to be resumed for mining purposes under Section 168 of the *Land Act 1928*.

AND PROVIDED also that the said land is and shall be subject to the right of any person being the holder of a miner's right or of a mining lease or mineral lease under the *Mines Act 1928* or any corresponding previous enactment to enter therein and to mine for gold silver or minerals within the meaning of the said Act and to erect and occupy mining plant or machinery thereon in the same manner and under the same conditions and provisions as those to which such person would for the time being be entitled to mine for gold and silver in and upon Crown lands PROVIDED that compensation shall be paid to the said GRANTEE

her executors administrators assigns or transferees by such person for surface damage to be done to such land by reason of mining thereon such compensation to be determined as provided for the time being by law and the payment thereof to be a condition precedent to such right of entry.

LENGTHS ARE IN
LINKS

Metres = 0.3048 x Feet
Metres = 0.201168 x Links

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

VOLUME 08186 FOLIO 871

Security no : 124101292369B
Produced 20/10/2022 03:47 PM

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 038793.
PARENT TITLE Volume 04070 Folio 937
Created by instrument A465942 16/01/1958

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
HUNTINGDALE ESTATE NOMINEES PTY LTD of LEVEL 2 649 BRIDGE ROAD RICHMOND VIC
3121
AH638598S 26/11/2010

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AR342526G 13/08/2018
STERLING GLOBAL CAPITAL SECURITIES PTY LTD
TRANSFER OF MORTGAGE AV960612G 15/08/2022

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 or imaged folio set out under DIAGRAM LOCATION below.

AGREEMENT Section 173 PLANNING AND ENVIRONMENT ACT 1987
S505281N 26/05/1993

DIAGRAM LOCATION

SEE LP038793 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AV956115V (E)	CONV PCT & NOM ECT TO LC	Completed	12/08/2022
AV960572R (E)	REMOVAL OF NOMINATION	Completed	15/08/2022
AV960612G (E)	TRANSFER OF MORTGAGE	Registered	15/08/2022

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

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

Street Address: 1221-1249 CENTRE ROAD OAKLEIGH SOUTH VIC 3167

ADMINISTRATIVE NOTICES

NIL

eCT Control 16667Y GADENS LAWYERS
Effective from 15/08/2022

DOCUMENT END



Department of Environment, Land, Water & Planning

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Produced: 20/10/2022 03:47:47 PM

Dealing Number: AV960572R

Status: Completed

Date and Time Lodged: 15/08/2022 03:45:00 PM

Responsible Subscriber: GADENS LAWYERS

Customer Code: 16667Y

Reference:

APPLICATION TO WITHDRAW A NOMINATION OF AN ELECTRONIC CERTIFICATE OF TITLE

The Subscriber authorises the withdrawal of the nomination of the following electronic Certificate(s) of Title:

Certificate(s) of Title:

Volume 3645 Folio 846

Volume 6313 Folio 437

Volume 8186 Folio 871

Volume 8343 Folio 532

Volume 9402 Folio 344

Volume 10378 Folio 210

Signed by:

Grace Maggie Cunningham

(for GADENS LAWYERS)

Customer Code: 16667Y

Dated: 15 August 2022

File Notes:

NIL

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Statement End.



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Produced: 20/10/2022 03:47:43 PM

Dealing Number: AV956115V

Status: Completed

Date and Time Lodged: 12/08/2022 04:50:07 PM

Responsible Subscriber: GADENS LAWYERS

Customer Code: 16667Y

Reference:

APPLICATION TO CONVERT AND NOMINATE PAPER CERTIFICATE OF TITLE TO AN ELECTRONIC INSTRUMENT

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Certificate(s) of Title:

Volume 3645 Folio 846

Volume 6313 Folio 437

Volume 8186 Folio 871

Volume 8343 Folio 532

Volume 9402 Folio 344

Volume 10378 Folio 210

Lodgement Case ID: 496880533

Following the registration of the instruments in the Lodgement Case, return the eCT Control to the nominating Subscriber

Subscriber's Certification:

1. The Certifier has:

(a) retrieved; and

(b) either securely destroyed or made invalid,

the (duplicate) certificate(s) of title for the folio(s) of the Register listed in this Registry Instrument or Document.

Signed by:

Grace Maggie Cunningham

(for GADENS LAWYERS)

Customer Code: 16667Y

Dated: 12 August 2022



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

File Notes:

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Produced 20/10/2022 03:47:44 PM

Status	Registered	Dealing Number	AV960612G
Date and Time Lodged	15/08/2022 03:46:36 PM		

Lodger Details

Lodger Code	16667Y
Name	GADENS LAWYERS
Address	
Lodger Box	
Phone	
Email	
Reference	21904089 - Sterling

TRANSFER

Jurisdiction	VICTORIA
--------------	----------

Privacy Collection Statement

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Land Title Reference

3645/846
6313/437
8186/871
8343/532
9402/344
10378/210

Transferor(s)

Name	MELBOURNE SECURITIES CORPORATION LTD
ACN	160326545

Estate and/or Interest being transferred

Mortgage AR342526G

Consideration

Non-Monetary

Transferee(s)

Tenancy (inc. share)	Sole Proprietor
Name	STERLING GLOBAL CAPITAL SECURITIES PTY LTD



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

ACN	608154525
Address	
Floor Type	LEVEL
Floor Number	50
Street Number	525s
Street Name	COLLINS
Street Type	STREET
Locality	MELBOURNE
State	VIC
Postcode	3000

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 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 law and any Prescribed Requirement.

Executed on behalf of	STERLING GLOBAL CAPITAL SECURITIES PTY LTD
Signer Name	GRACE MAGGIE CUNNINGHAM
Signer Organisation	GADENS LAWYERS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	12 AUGUST 2022

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 law and any Prescribed Requirement.

Executed on behalf of	MELBOURNE SECURITIES CORPORATION LTD
Signer Name	GRACE MAGGIE CUNNINGHAM
Signer Organisation	GADENS LAWYERS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	12 AUGUST 2022

File Notes:

NIL

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Statement End.

AK744344H

28/11/2013 \$66.50 113A



Application for Amendment or Alteration of Registered Proprietor's Address

Privacy Collection Statement
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Section 113(5) Transfer of Land Act 1958

Lodged by

Name: PIPER ALDERMAN Solicitors

Phone: (03) 8665 5555

Address: Level 24, 385 Bourke Street, Melbourne, Victoria 3000

Reference:GHT:382133

Customer Code: 4206F

The applicant applies to alter the address recorded in the Register to the address specified.

Land: *(volume and folio, and if applicable mortgage, charge or lease)*

Volume 10378 Folio 210, Volume 03645 Folio 846, Volume 06313 Folio 437, Volume 08186 Folio 871, Volume 08343 Folio 532 and Volume 09402 Folio 344

Applicant: *(full name and address including postcode)*

HUNTINGDALE ESTATE NOMINEES PTY LTD ACN 146 749 822 of Level 2, 649 Bridge Road, Richmond, Victoria 3121

Date: *27 November 2013*

Signature of Australian Legal Practitioner under the Legal Profession Act 2004 for applicant:

Piper Alderman

Approval No: 2325125A

Order to Register

Form 61

Please register and issue Certificate of Title to

Page 1 of 1

Signed

Customer Code

THE BACK OF THIS FORM MUST NOT BE USED

Land Victoria, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010



260593 1222 MISC \$56 \$505281N

\$505281N

Lodged by Maddock Lonie & Chisholm
Ref: GHP/RDG/156678

Titles Office Use Only

Code: 1167E

VICTORIA

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

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

LAND:

Certificates of Title Volume 8343 Folio 532, Volume 8186 Folio 871, Volume 8550 Folio 541, Volume 3645 Folio 846, Volume 6313 Folio 437 and Volume 9402 Folio 344

ADDRESS OF THE LAND:

North side of Centre Road, corner Talbot Avenue, South Oakleigh

RESPONSIBLE AUTHORITY:

Oakleigh City Council, Municipal Offices, Atherton Road, Oakleigh. Victoria

PLANNING SCHEME:

Oakleigh Planning Scheme

AGREEMENT DATE:

15 March, 1993

AGREEMENT WITH:

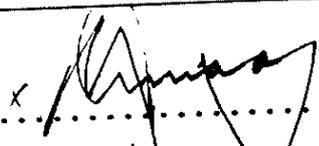
[ghp 9303311m.1:020493]

17/6/93

Consolidated Quarries Limited (A.C.N. 004 281 323)
1183 Toorak Road, Hartwell. Victoria

A copy of the Agreement is attached to this Application

Signature of the
Responsible Authority:

X 

Name of Officer:

ADRIAN HALLIDAY
PRINT NAME OF OFFICER
7th APRIL 1993 SIGNING

Date:

MADDOCK LONIE & CHISHOLM
SOLICITORS & NOTARY

DATED 15th day of March 1993

CITY OF OAKLEIGH

the Council

- and -

CONSOLIDATED QUARRIES LTD.
(A.C.N. 004 281 323)

the Owner

**Agreement Under Section 173 of the Planning and
Environment Act 1987**

: **Subject Land:** Centre Road South Oakleigh

440 Collins Street
MELBOURNE VIC 3000
Telephone: 288 0555
Our Ref: GHP/RDG/1556678
DX 259

THIS AGREEMENT is made the 15th day of ¹⁹⁷³ March 1973 ✓

BETWEEN:

OAKLEIGH CITY COUNCIL of Municipal Offices,
Atherton Road, Oakleigh of Victoria
("the Council") ✓

- and -

CONSOLIDATED QUARRIES LIMITED (A.C.N. 004 281 323)
of 1183 Toorak Road, Hartwell of Victoria
("the Owner")

INTRODUCTION:

- A. The Owner is the registered proprietor of the whole of the land described in Certificates of Title Volume 8343 Folio 532, Volume 8186 Folio 871, Volume 8550 Folio 541, Volume 3645 Folio 846, Volume 6313 Folio 437 and Volume 9402 Folio 344 being situated on the north side of Centre Road, South Oakleigh and used for the purpose of extraction, re-washing, drying, blending, storage and sale of sands (collectively "the subject land"). ✓
- B. The Council is the Responsible Authority pursuant to the *Planning and Environment Act 1987* ("the Act") for the Oakleigh Planning Scheme ("the Scheme").
- C. In Planning Appeals Nod. 1990/35916, 1990/35924 and 1990/35932 to the Administrative Appeals Tribunal the Council has alleged (inter alia) that the use of the subject land is not in accordance with the Oakleigh Planning Scheme.
- D. In the said appeals the Owner has denied the allegations made by the Council and maintained the legitimacy of the use of the subject land.

E. In order to avoid the expense of further proceedings the Council and the Owner wish to enter into an Agreement pursuant to Section 173 of the Planning and Environment Act 1987 whereby the Owner binds itself to observe certain conditions on continued use of the subject land. ✓

F. The Council and the Owner have agreed that 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. ✓

G. The parties to this Agreement acknowledge that the Agreement provides for one or more of the following matters:

1. the prohibition, restriction or regulation of the use or development of land;
2. the conditions subject to which land may be used or developed for specified purposes;
3. a matter intended to achieve or advance the objectives of planning in Victoria.

IT IS AGREED:

1. DEFINITIONS

In this Agreement the terms and words set out in this clause shall have the following meanings unless otherwise indicated by the context:

- 1.1. "Owner" shall mean the person or persons 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.

2. INTERPRETATION

- 2.1. The singular includes the plural and the plural includes the singular.

- 2.2. A reference to a gender includes a reference to each other gender.
- 2.3. A reference to a person includes a reference to a firm, corporation or other corporate body.
- 2.4. If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- 2.5. A reference to a statute shall include any statutes amending, consolidating or replacing same and any regulations made under such statutes.
- 2.6. All headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this Agreement.

3. SUCCESSORS IN TITLE

Without limiting the operation or effect which this Agreement has, the Owner shall until such time as a memorandum of this Agreement is registered on the title to the subject land ensure that its successors in title:

- 3.1. give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- 3.2. execute under seal a deed agreeing to be bound by the terms of this Agreement and upon such execution this Agreement shall continue as if executed by such successors as well as by the parties to this Agreement as if the successor's name appeared in each clause in which the name of the Owner appears and in addition to the name of the Owner.

4. COVENANTS OF OWNER

4.1. The Owner shall forthwith pay on demand to the Council the Council's costs and expenses (including legal expenses) of and incidental to:

4.1.1. this Agreement and any amendment of this Agreement and anything done in connection with this Agreement

4.1.2. the preparation of an application pursuant to Section 181 of the Act enabling the registration of this Agreement at the Land Titles Office and any duties or fees payable in connection with either this Agreement, the registration of this Agreement at the Land Titles Office or in connection with any default of the Owner.

4.2. The Owner covenants and agrees that it will:

(Use and Operating conditions)

4.2.1. undertake early and rapid extraction of the sand remaining at the southern end of the site, generally in the area coloured yellow on the annexed site plan marked "A";

4.2.2. extracted sand shall be stockpiled in the area west of Talbot Avenue and north of the western sandpit generally in the area coloured red on the site plan;

4.2.3. hours of operation will be limited to 7 a.m. to 6 p.m., Monday to Friday inclusive and 7 a.m. to 1 p.m. on Saturdays provided

that operations may continue until 8 p.m. on Monday to Friday inclusive on condition that between 6 p.m. and 8 p.m. there will be no movement of vehicles or loaders on site associated with the drying plant operation save as required for essential plant maintenance. No operations are permitted on a Sunday or Public Holiday;

- 4.2.4. at all times the noise levels emanating from the plant shall not exceed those specified at the date of this Agreement for the time period 6 p.m. to 10 p.m. under the State Environment Protection Policy N-1;
- 4.2.5. as soon as is practicable seal the access road from Centre Road to the sand drying plant to the satisfaction of an Inspector of Mines and Quarries in consultation with the City Engineer, City of Oakleigh;
- 4.2.6. ensure that any front end loader operated on site shall be a unit able to operate within the permissible noise level;
- 4.2.7. within 14 days of the execution of this Agreement apply for all necessary building approvals to construct additional hopper capacity, so as to ensure that raw material stockpiles will not be required. The Owner will complete the construction of the additional hopper capacity within three months of the grant of such approvals. During the period while such hopper capacity is being provided, the Owner will use its best endeavours to reduce the size of stockpiles of raw material;

- 4.2.8. After completion of the said additional hopper capacity, if reasonably requested to do so by any affected resident having a line of sight from his or her property to the stockpiles on site, screen such stockpiles from view by shade cloth or similar means.

(Filling and End Use)

- 4.2.9. when extraction at the southern end of the site is completed as required in Clause 4.2.1, forthwith drain the eastern dam (being the area generally coloured blue and marked "eastern dam" on the site plan) and permit filling of the eastern dam commencing from its north-west corner;
- 4.2.10. make the site of the eastern dam available to Council or to third parties at Council's direction to accept clean fill on a no charge basis to enable the dam to be filled as quickly as possible, subject to reasonable notice being give of large volumes of fill;
- 4.2.11. with respect to all other airspace within the subject land, make such airspace available to the Council for the purpose of tipping using clean fill by the Council or third parties at Council's direction on the following terms:
- (i) no rates are charged to the Owner during the period that any area of land is in the control of the

- 7 -

Council for the purpose of tipping and/or reclamation with respect to such area;

- (ii) that all tipping is carried out in accordance with all applicable statutory requirements and in compliance with all applicable requirements for reclamation and rehabilitation of the site;
- (iii) that tipping only takes place in such area as the Owner from time to time indicates is no longer required for the purpose of excavation or of the Owner's operations on the remainder of the land;
- (iv) that any tipping and/or reclamation operations do not directly or indirectly interfere with the Owner's operations on the remainder of the land;
- (v) that the Council keep the area in which tipping operations are in progress securely fenced and be responsible to ensure that all land within the control of the Council for tipping or reclamation purposes is kept free of accumulations of water;
- (vi) that upon reclamation, the land be appropriately consolidated, resoiled and levelled.

- 4.2.12. ensure that no clay-slimes shall be deposited or permitted in the western sandpit;
- 4.2.13. if required by Council, transfer filled or unfilled land progressively to the Council at a negotiated fair market price;
- 4.2.14. use its best endeavours to make an area immediately behind the Clarinda Centre (coloured green on the site plan) available for transfer to the Council at a negotiated fair market price and will engage in negotiations with Council regarding the transfer of such area as soon as possible after October 1993;
- 4.2.15. ensure that use of the subject land for the purpose of extraction, re-washing, drying, blending, storage or sale of sands shall finish on the 31 December 2014;
- 4.2.16. carry out and comply with the requirements of all statutory authorities in relation to the development of the subject land and comply with all statutes, regulations, by-laws, local laws and planning controls in relation to the subject land;
- 4.2.17. do all things necessary including the signing of any further agreements, undertakings, covenants and consents, approvals or other documents necessary for the purpose of ensuring that it carries out its covenants, agreements and obligations under this Agreement and to

enable the Council to enforce the performance by the Owner of such covenants and undertakings;

4.2.18. consent to the Council entering a memorandum of this Agreement on the certificate of title to the subject land in accordance with Section 181 of the Act and do all things necessary to enable the Council to do so including signing any further agreement, acknowledgment or document to enable the memorandum to be registered under that Section.

5. **CONSULTATIVE COMMITTEE**

The Owner and the Council will establish a Consultative Committee for the purposes of monitoring compliance with this Agreement and any relevant licences and permits. The Consultative Committee shall comprise two representatives of the Owner, one representative of the Department of Manufacturing and Industry Development, three representatives from the Council and three local residents. The Owner's representatives shall represent the occupiers of the land and shall be familiar with all operations on the land. Meetings shall be held three monthly or as determined by the Committee. A quorum for any meeting shall consist of at least four persons comprising one Owner representative, one Council representative and two local residents.

6. **DEFAULT OF OWNER**

In the event of the Owner defaulting or failing to perform any of its obligations under this Agreement, the Council may without prejudice to any other remedies rectify such default and the cost of any works undertaken by the Council to rectify any default shall be borne by the Owner

and any such costs shall until paid be and remain a charge on the said land and shall be capable of being recovered by the Council in any Court of competent jurisdiction as a civil debt recoverable summarily.

7. INDEMNITY

The Owner covenants and agrees that it will indemnify and keep indemnified the Council, its officers, servants, agents, workmen and contractors from and against all costs expenses, losses or damages whatsoever which the Council its officers, servants, agents, workmen and contractors may sustain, incur or suffer or be or become liable for or in respect of any suit, action, proceeding, judgment or claim brought by any person whatsoever arising from or referable to the carrying out of works referred to in Clause 6 of this Agreement.

8. ACKNOWLEDGEMENT AND UNDERTAKING

8.1. The parties acknowledge that the Administrative Appeals Tribunal proceedings have been struck out in consideration of the terms and conditions of this Agreement.

8.2. The Council undertakes not to bring any further proceedings in respect of alleged past breaches of the permit conditions.

8.3. The Council undertakes that provided the Owner is in compliance with the terms and conditions of this Agreement, the Council will not bring any further proceedings or provide direct or indirect assistance save in the normal course of its responsibilities to any other parties to bring proceedings asserting that the uses referred to in the Agreement are prohibited prior to 31 December 2014.

9. GENERAL

9.1. Notices

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

- (i) by delivering it personally to that party; or
- (ii) by sending it by post, postage pre-paid addressed to that party at his address set out in this Agreement or subsequently notified to each party from time to time.

9.1.2. A notice or other communication is deemed served, if delivered, upon delivery and, if posted, on the expiration of two business days after the date of posting.

9.2. Further Assurance

Each of the parties to this Agreement shall respectively sign and execute all further documents and deeds and do all acts and things as the other parties shall reasonably require for completely effecting this Agreement.

9.3. No Waiver

Any time or other indulgence granted by the Council to the Owner or any judgment 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.

9.4. Severability

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

9.5. No Fettering of Council's Powers

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of the Council to make or impose requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the subject land.

EXECUTED by the parties on the date set out at the commencement of this Agreement.

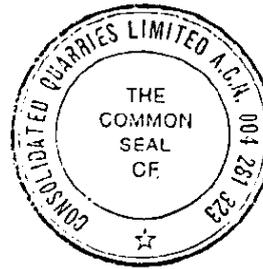
THE CORPORATE SEAL of THE)
MAYOR COUNCILLORS AND CITIZENS)
OF THE CITY OF OAKLEIGH was)
hereunto affixed in the)
presence of)

[Signature] Mayor

[Signature] Councillor

[Signature] Town Clerk/Chief Executive

THE COMMON SEAL of THE)
CONSOLIDATED QUARRIES LTD)
was hereunto affixed in)
accordance with its Articles)
of Association in the presence)
of:)



..... *J. Howlands* Director

..... *Adams* Director/Secretary

month/HPT/D/3320003 KR

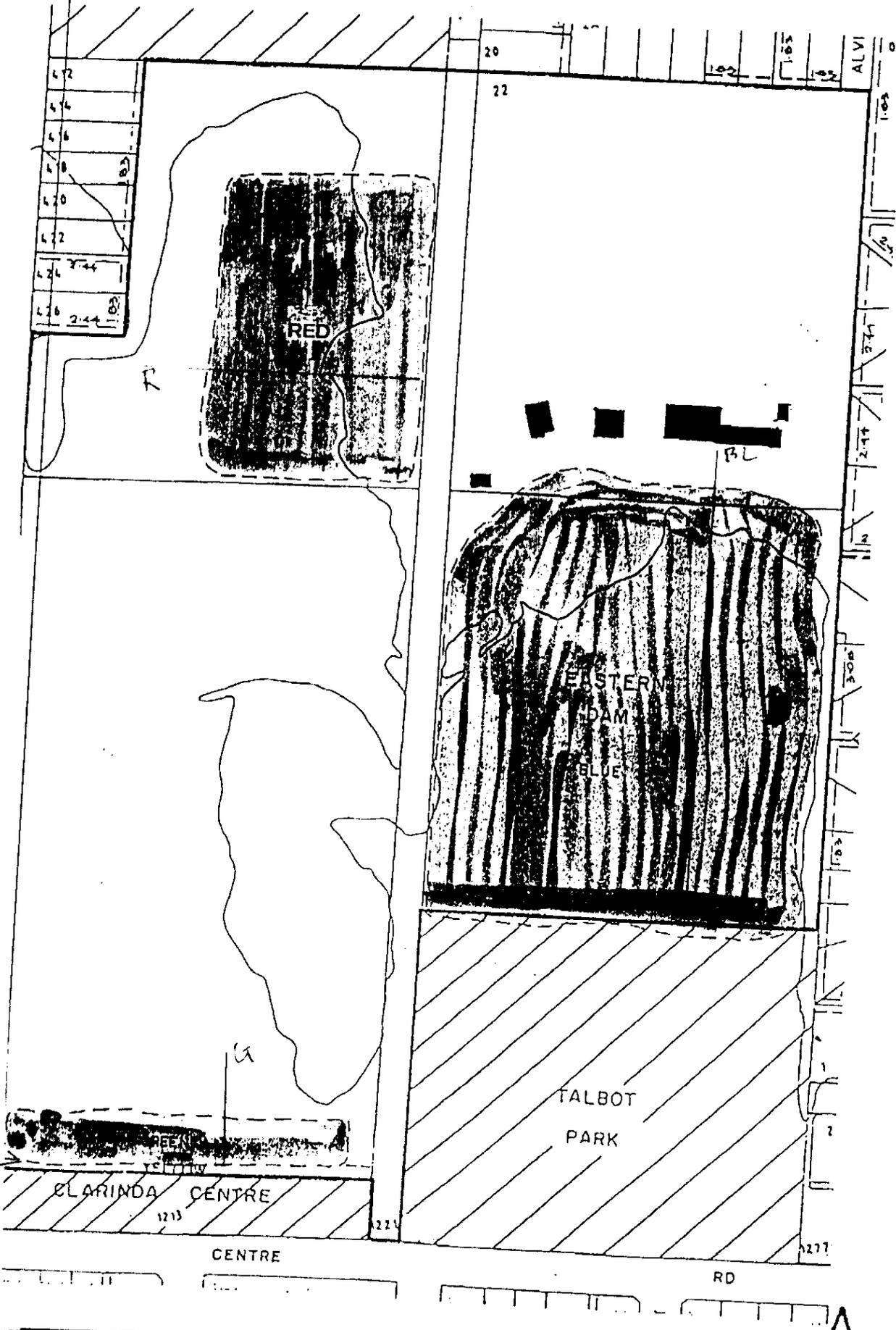
BY: CITY OF OAKLEIGH

31- 8-92 ; 2:30PM ;

6135681690-

61 3 6700062:# 2

PIONEER CONCRETE (VIC) P/L SAND EXTRACTION SITE



COLOUR CODE

- Y = Yellow G = Green O = Orange
- BL = Blue BR = Brown CH = Cross Hatched
- R = Red P = Purple PK = Pink H = Hatched

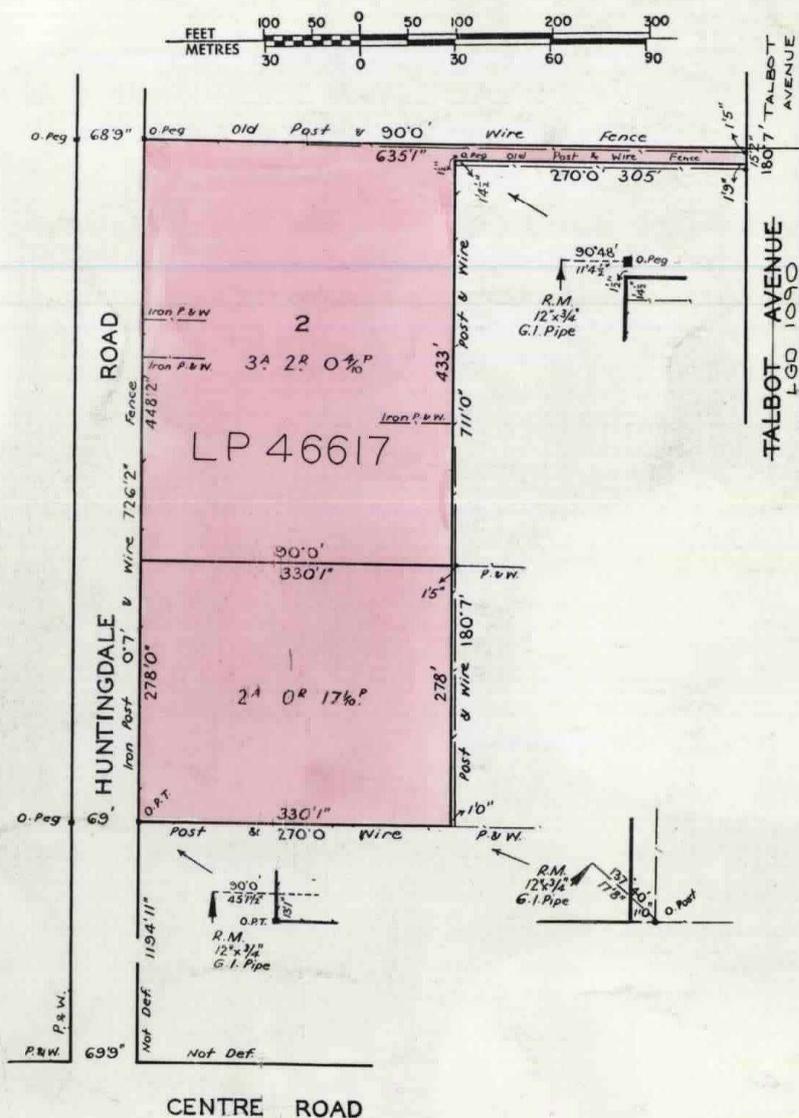
36283



SCLP038793-1-5

LP 38793
EDITION I

PLAN OF SUBDIVISION
OF PART OF CROWN ALLOTMENT 6 SECTION 2
PARISH OF MORDIALLOC
COUNTY OF BOURKE
V.4070 F-937



36283

38793

THIS IS THE BACK OF LP 38793

38793

POSTED: *MB*
COLOURED: *MB*
CHECKED: *MB*

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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

VOLUME 09402 FOLIO 344

Security no : 124101292434G
Produced 20/10/2022 03:49 PM

LAND DESCRIPTION

Lot 1 on Title Plan 805390J.
PARENT TITLE Volume 01615 Folio 960
Created by instrument H864593 12/02/1980

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
HUNTINGDALE ESTATE NOMINEES PTY LTD of LEVEL 2 649 BRIDGE ROAD RICHMOND VIC
3121
AH638598S 26/11/2010

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AR342526G 13/08/2018
STERLING GLOBAL CAPITAL SECURITIES PTY LTD
TRANSFER OF MORTGAGE AV960612G 15/08/2022

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
S505281N 26/05/1993

DIAGRAM LOCATION

SEE TP805390J FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AV956115V (E)	CONV PCT & NOM ECT TO LC	Completed	12/08/2022
AV960572R (E)	REMOVAL OF NOMINATION	Completed	15/08/2022
AV960612G (E)	TRANSFER OF MORTGAGE	Registered	15/08/2022

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

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

Street Address: 1221-1249 CENTRE ROAD OAKLEIGH SOUTH VIC 3167

ADMINISTRATIVE NOTICES

NIL

eCT Control 16667Y GADENS LAWYERS
Effective from 15/08/2022

DOCUMENT END



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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Produced: 20/10/2022 03:53:39 PM

Dealing Number: AV956115V

Status: Completed

Date and Time Lodged: 12/08/2022 04:50:07 PM

Responsible Subscriber: GADENS LAWYERS

Customer Code: 16667Y

Reference:

APPLICATION TO CONVERT AND NOMINATE PAPER CERTIFICATE OF TITLE TO AN ELECTRONIC INSTRUMENT

The Subscriber authorises the conversion of the following paper Certificate(s) of Title to electronic Certificate(s) of Title and their nomination to the instruments contained in the Lodgement Case shown below:

Certificate(s) of Title:

Volume 3645 Folio 846

Volume 6313 Folio 437

Volume 8186 Folio 871

Volume 8343 Folio 532

Volume 9402 Folio 344

Volume 10378 Folio 210

Lodgement Case ID: 496880533

Following the registration of the instruments in the Lodgement Case, return the eCT Control to the nominating Subscriber

Subscriber's Certification:

1. The Certifier has:

(a) retrieved; and

(b) either securely destroyed or made invalid,

the (duplicate) certificate(s) of title for the folio(s) of the Register listed in this Registry Instrument or Document.

Signed by:

Grace Maggie Cunningham

(for GADENS LAWYERS)

Customer Code: 16667Y

Dated: 12 August 2022



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

File Notes:

NIL

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

Statement End.



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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Produced 20/10/2022 03:53:41 PM

Status	Registered	Dealing Number	AV960612G
Date and Time Lodged	15/08/2022 03:46:36 PM		

Lodger Details

Lodger Code	16667Y
Name	GADENS LAWYERS
Address	
Lodger Box	
Phone	
Email	
Reference	21904089 - Sterling

TRANSFER

Jurisdiction	VICTORIA
--------------	----------

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

3645/846
6313/437
8186/871
8343/532
9402/344
10378/210

Transferor(s)

Name	MELBOURNE SECURITIES CORPORATION LTD
ACN	160326545

Estate and/or Interest being transferred

Mortgage AR342526G

Consideration

Non-Monetary

Transferee(s)

Tenancy (inc. share)	Sole Proprietor
Name	STERLING GLOBAL CAPITAL SECURITIES PTY LTD



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

ACN	608154525
Address	
Floor Type	LEVEL
Floor Number	50
Street Number	525s
Street Name	COLLINS
Street Type	STREET
Locality	MELBOURNE
State	VIC
Postcode	3000

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 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 law and any Prescribed Requirement.

Executed on behalf of	STERLING GLOBAL CAPITAL SECURITIES PTY LTD
Signer Name	GRACE MAGGIE CUNNINGHAM
Signer Organisation	GADENS LAWYERS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	12 AUGUST 2022

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 law and any Prescribed Requirement.

Executed on behalf of	MELBOURNE SECURITIES CORPORATION LTD
Signer Name	GRACE MAGGIE CUNNINGHAM
Signer Organisation	GADENS LAWYERS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	12 AUGUST 2022

File Notes:

NIL

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Statement End.



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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Produced: 20/10/2022 03:53:41 PM

Dealing Number: AV960572R

Status: Completed

Date and Time Lodged: 15/08/2022 03:45:00 PM

Responsible Subscriber: GADENS LAWYERS

Customer Code: 16667Y

Reference:

APPLICATION TO WITHDRAW A NOMINATION OF AN ELECTRONIC CERTIFICATE OF TITLE

The Subscriber authorises the withdrawal of the nomination of the following electronic Certificate(s) of Title:

Certificate(s) of Title:

Volume 3645 Folio 846

Volume 6313 Folio 437

Volume 8186 Folio 871

Volume 8343 Folio 532

Volume 9402 Folio 344

Volume 10378 Folio 210

Signed by:

Grace Maggie Cunningham

(for GADENS LAWYERS)

Customer Code: 16667Y

Dated: 15 August 2022

File Notes:

NIL

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

Statement End.

AK744344H

28/11/2013 \$66.50 113A



Application for Amendment or Alteration of Registered Proprietor's Address

Privacy Collection Statement
The information from this form is collected by the Registrar of Titles under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes.

Section 113(5) Transfer of Land Act 1958

Lodged by

Name: PIPER ALDERMAN Solicitors

Phone: (03) 8665 5555

Address: Level 24, 385 Bourke Street, Melbourne, Victoria 3000

Reference: GHT:382133

Customer Code: 4206F

The applicant applies to alter the address recorded in the Register to the address specified.

Land: *(volume and folio, and if applicable mortgage, charge or lease)*

Volume 10378 Folio 210, Volume 03645 Folio 846, Volume 06313 Folio 437, Volume 08186 Folio 871, Volume 08343 Folio 532 and Volume 09402 Folio 344

Applicant: *(full name and address including postcode)*

HUNTINGDALE ESTATE NOMINEES PTY LTD ACN 146 749 822 of Level 2, 649 Bridge Road, Richmond, Victoria 3121

Date: *27 November 2013*

Signature of Australian Legal Practitioner under the Legal Profession Act 2004 for applicant:

Piper Alderman

Approval No: 2325125A

Order to Register

Form 61

Please register and issue Certificate of Title to

Page 1 of 1

Signed

Customer Code

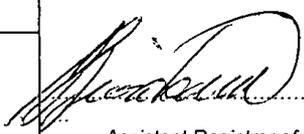
THE BACK OF THIS FORM MUST NOT BE USED

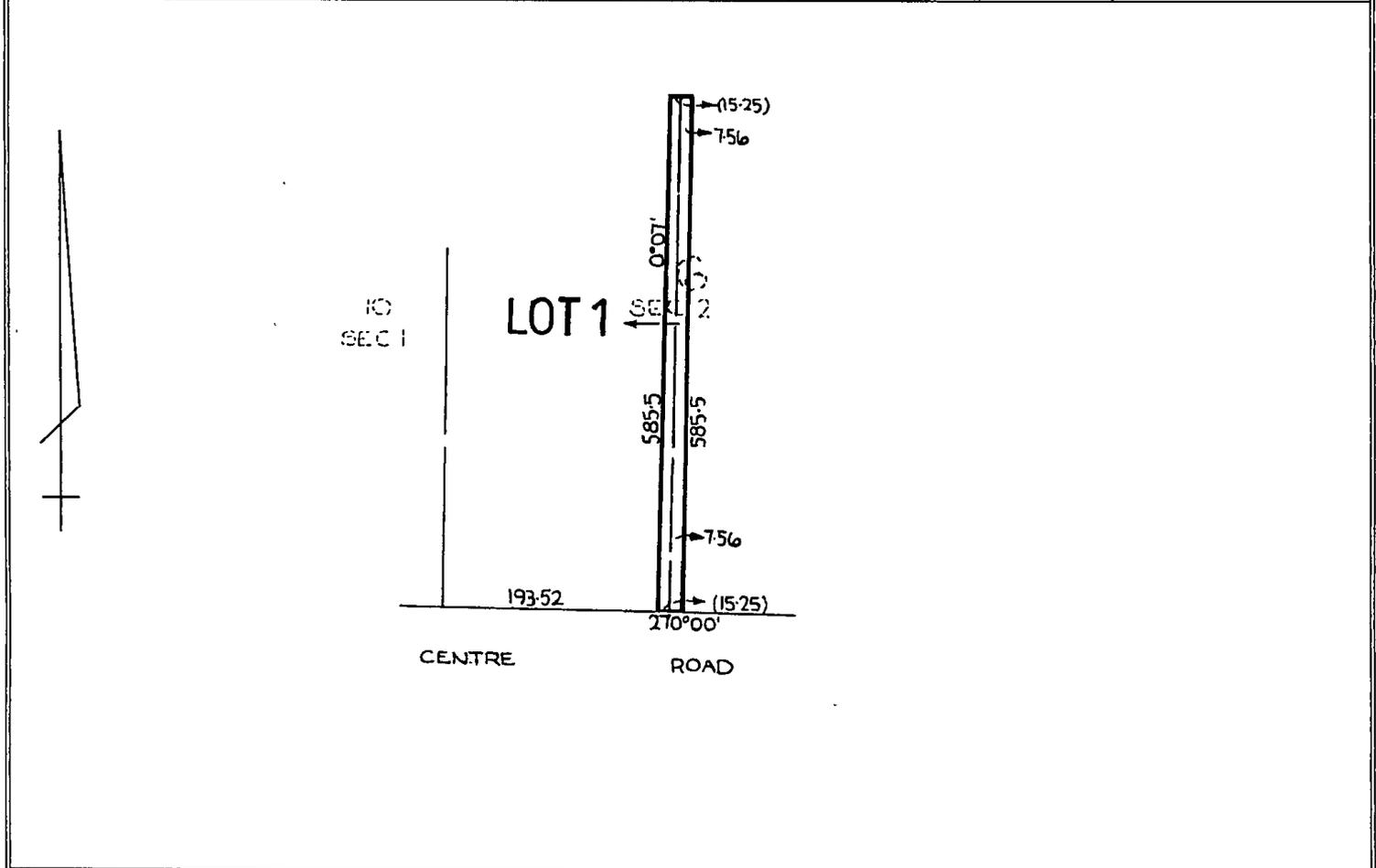
Land Victoria, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

TITLE PLAN	EDITION 1 TP 805390J
-------------------	-----------------------------

Location of Land Parish : MORDIALLOC Township : -- Crown Allotment : 6 (PART) Crown Portion :- Section : 2 Last Plan Reference : -- Title Reference: VOL. 9402 FOL. 344 Depth Limitation : NIL	Notations NOTE 1 : LOT 1 = PART OF CROWN ALLOTMENT 6 SECTION 2
---	--

Easement Information E – Encumbering Easement R – Encumbering Easement (ROAD) A – Appurtenant Easement	THIS PLAN HAS BEEN PREPARED BY LAND REGISTRY, LAND VICTORIA FOR TITLE DIAGRAM PURPOSES
--	--

Easement Reference	Purpose/ Authority	Width (Metres)	Origin	Land benefited / In favour of	
LOT 1	AS PROVIDED FOR IN SECTION 528 (2) (E) LOCAL GOVERNMENT ACT	SEE DIAGRAM	SECTION 528 (2) (E) LOCAL GOVERNMENT ACT	S . E . C . V .	Checked by :  Assistant Registrar of Titles Date 21 10 104



LENGTHS ARE IN METRES	SCALE	SHEET SIZE A3	
-----------------------	-------	---------------	--



260593 1222 MISC \$56 \$505281N

\$505281N

Lodged by Maddock Lonie & Chisholm
Ref: GHP/RDG/156678

Titles Office Use Only

Code: 1167E

VICTORIA

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

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

LAND:

Certificates of Title Volume 8343 Folio 532, Volume 8186 Folio 871, Volume 8550 Folio 541, Volume 3645 Folio 846, Volume 6313 Folio 437 and Volume 9402 Folio 344

ADDRESS OF THE LAND:

North side of Centre Road, corner Talbot Avenue, South Oakleigh

RESPONSIBLE AUTHORITY:

Oakleigh City Council, Municipal Offices, Atherton Road, Oakleigh. Victoria

PLANNING SCHEME:

Oakleigh Planning Scheme

AGREEMENT DATE:

15 March, 1993

AGREEMENT WITH:

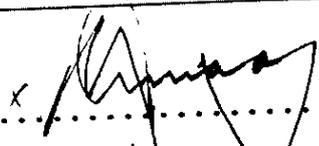
[ghp 9303311m.1:020493]

17/6/93

Consolidated Quarries Limited (A.C.N. 004 281 323)
1183 Toorak Road, Hartwell. Victoria

A copy of the Agreement is attached to this Application

Signature of the
Responsible Authority:

X 

Name of Officer:

ADRIAN HALLIDAY
PRINT NAME OF OFFICER
7th APRIL 1993 SIGNING

Date:

MADDOCK LONIE & CHISHOLM
SOLICITORS & NOTARY

DATED 15th day of March 1993

CITY OF OAKLEIGH

the Council

- and -

CONSOLIDATED QUARRIES LTD.
(A.C.N. 004 281 323)

the Owner

**Agreement Under Section 173 of the Planning and
Environment Act 1987**

: **Subject Land:** Centre Road South Oakleigh

440 Collins Street
MELBOURNE VIC 3000
Telephone: 288 0555
Our Ref: GHP/RDG/1556678
DX 259

THIS AGREEMENT is made the 15th day of ¹⁹⁷³ March 1973 ✓

BETWEEN:

OAKLEIGH CITY COUNCIL of Municipal Offices,
Atherton Road, Oakleigh of Victoria
("the Council") ✓

- and -

CONSOLIDATED QUARRIES LIMITED (A.C.N. 004 281 323)
of 1183 Toorak Road, Hartwell of Victoria
("the Owner")

INTRODUCTION:

- A. The Owner is the registered proprietor of the whole of the land described in Certificates of Title Volume 8343 Folio 532, Volume 8186 Folio 871, Volume 8550 Folio 541, Volume 3645 Folio 846, Volume 6313 Folio 437 and Volume 9402 Folio 344 being situated on the north side of Centre Road, South Oakleigh and used for the purpose of extraction, re-washing, drying, blending, storage and sale of sands (collectively "the subject land"). ✓
- B. The Council is the Responsible Authority pursuant to the *Planning and Environment Act 1987* ("the Act") for the Oakleigh Planning Scheme ("the Scheme").
- C. In Planning Appeals Nod. 1990/35916, 1990/35924 and 1990/35932 to the Administrative Appeals Tribunal the Council has alleged (inter alia) that the use of the subject land is not in accordance with the Oakleigh Planning Scheme.
- D. In the said appeals the Owner has denied the allegations made by the Council and maintained the legitimacy of the use of the subject land.

E. In order to avoid the expense of further proceedings the Council and the Owner wish to enter into an Agreement pursuant to Section 173 of the Planning and Environment Act 1987 whereby the Owner binds itself to observe certain conditions on continued use of the subject land. ✓

F. The Council and the Owner have agreed that 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. ✓

G. The parties to this Agreement acknowledge that the Agreement provides for one or more of the following matters:

1. the prohibition, restriction or regulation of the use or development of land;
2. the conditions subject to which land may be used or developed for specified purposes;
3. a matter intended to achieve or advance the objectives of planning in Victoria.

IT IS AGREED:

1. DEFINITIONS

In this Agreement the terms and words set out in this clause shall have the following meanings unless otherwise indicated by the context:

- 1.1. "Owner" shall mean the person or persons 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.

2. INTERPRETATION

- 2.1. The singular includes the plural and the plural includes the singular.

- 2.2. A reference to a gender includes a reference to each other gender.
- 2.3. A reference to a person includes a reference to a firm, corporation or other corporate body.
- 2.4. If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- 2.5. A reference to a statute shall include any statutes amending, consolidating or replacing same and any regulations made under such statutes.
- 2.6. All headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this Agreement.

3. SUCCESSORS IN TITLE

Without limiting the operation or effect which this Agreement has, the Owner shall until such time as a memorandum of this Agreement is registered on the title to the subject land ensure that its successors in title:

- 3.1. give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- 3.2. execute under seal a deed agreeing to be bound by the terms of this Agreement and upon such execution this Agreement shall continue as if executed by such successors as well as by the parties to this Agreement as if the successor's name appeared in each clause in which the name of the Owner appears and in addition to the name of the Owner.

4. COVENANTS OF OWNER

4.1. The Owner shall forthwith pay on demand to the Council the Council's costs and expenses (including legal expenses) of and incidental to:

4.1.1. this Agreement and any amendment of this Agreement and anything done in connection with this Agreement

4.1.2. the preparation of an application pursuant to Section 181 of the Act enabling the registration of this Agreement at the Land Titles Office and any duties or fees payable in connection with either this Agreement, the registration of this Agreement at the Land Titles Office or in connection with any default of the Owner.

4.2. The Owner covenants and agrees that it will:

(Use and Operating conditions)

4.2.1. undertake early and rapid extraction of the sand remaining at the southern end of the site, generally in the area coloured yellow on the annexed site plan marked "A";

4.2.2. extracted sand shall be stockpiled in the area west of Talbot Avenue and north of the western sandpit generally in the area coloured red on the site plan;

4.2.3. hours of operation will be limited to 7 a.m. to 6 p.m., Monday to Friday inclusive and 7 a.m. to 1 p.m. on Saturdays provided

that operations may continue until 8 p.m. on Monday to Friday inclusive on condition that between 6 p.m. and 8 p.m. there will be no movement of vehicles or loaders on site associated with the drying plant operation save as required for essential plant maintenance. No operations are permitted on a Sunday or Public Holiday;

- 4.2.4. at all times the noise levels emanating from the plant shall not exceed those specified at the date of this Agreement for the time period 6 p.m. to 10 p.m. under the State Environment Protection Policy N-1;
- 4.2.5. as soon as is practicable seal the access road from Centre Road to the sand drying plant to the satisfaction of an Inspector of Mines and Quarries in consultation with the City Engineer, City of Oakleigh;
- 4.2.6. ensure that any front end loader operated on site shall be a unit able to operate within the permissible noise level;
- 4.2.7. within 14 days of the execution of this Agreement apply for all necessary building approvals to construct additional hopper capacity, so as to ensure that raw material stockpiles will not be required. The Owner will complete the construction of the additional hopper capacity within three months of the grant of such approvals. During the period while such hopper capacity is being provided, the Owner will use its best endeavours to reduce the size of stockpiles of raw material;

- 4.2.8. After completion of the said additional hopper capacity, if reasonably requested to do so by any affected resident having a line of sight from his or her property to the stockpiles on site, screen such stockpiles from view by shade cloth or similar means.

(Filling and End Use)

- 4.2.9. when extraction at the southern end of the site is completed as required in Clause 4.2.1, forthwith drain the eastern dam (being the area generally coloured blue and marked "eastern dam" on the site plan) and permit filling of the eastern dam commencing from its north-west corner;
- 4.2.10. make the site of the eastern dam available to Council or to third parties at Council's direction to accept clean fill on a no charge basis to enable the dam to be filled as quickly as possible, subject to reasonable notice being give of large volumes of fill;
- 4.2.11. with respect to all other airspace within the subject land, make such airspace available to the Council for the purpose of tipping using clean fill by the Council or third parties at Council's direction on the following terms:
- (i) no rates are charged to the Owner during the period that any area of land is in the control of the

- 7 -

Council for the purpose of tipping and/or reclamation with respect to such area;

- (ii) that all tipping is carried out in accordance with all applicable statutory requirements and in compliance with all applicable requirements for reclamation and rehabilitation of the site;
- (iii) that tipping only takes place in such area as the Owner from time to time indicates is no longer required for the purpose of excavation or of the Owner's operations on the remainder of the land;
- (iv) that any tipping and/or reclamation operations do not directly or indirectly interfere with the Owner's operations on the remainder of the land;
- (v) that the Council keep the area in which tipping operations are in progress securely fenced and be responsible to ensure that all land within the control of the Council for tipping or reclamation purposes is kept free of accumulations of water;
- (vi) that upon reclamation, the land be appropriately consolidated, resoiled and levelled.

- 8 -

- 4.2.12. ensure that no clay-slimes shall be deposited or permitted in the western sandpit;
- 4.2.13. if required by Council, transfer filled or unfilled land progressively to the Council at a negotiated fair market price;
- 4.2.14. use its best endeavours to make an area immediately behind the Clarinda Centre (coloured green on the site plan) available for transfer to the Council at a negotiated fair market price and will engage in negotiations with Council regarding the transfer of such area as soon as possible after October 1993;
- 4.2.15. ensure that use of the subject land for the purpose of extraction, re-washing, drying, blending, storage or sale of sands shall finish on the 31 December 2014;
- 4.2.16. carry out and comply with the requirements of all statutory authorities in relation to the development of the subject land and comply with all statutes, regulations, by-laws, local laws and planning controls in relation to the subject land;
- 4.2.17. do all things necessary including the signing of any further agreements, undertakings, covenants and consents, approvals or other documents necessary for the purpose of ensuring that it carries out its covenants, agreements and obligations under this Agreement and to

enable the Council to enforce the performance by the Owner of such covenants and undertakings;

4.2.18. consent to the Council entering a memorandum of this Agreement on the certificate of title to the subject land in accordance with Section 181 of the Act and do all things necessary to enable the Council to do so including signing any further agreement, acknowledgment or document to enable the memorandum to be registered under that Section.

5. **CONSULTATIVE COMMITTEE**

The Owner and the Council will establish a Consultative Committee for the purposes of monitoring compliance with this Agreement and any relevant licences and permits. The Consultative Committee shall comprise two representatives of the Owner, one representative of the Department of Manufacturing and Industry Development, three representatives from the Council and three local residents. The Owner's representatives shall represent the occupiers of the land and shall be familiar with all operations on the land. Meetings shall be held three monthly or as determined by the Committee. A quorum for any meeting shall consist of at least four persons comprising one Owner representative, one Council representative and two local residents.

6. **DEFAULT OF OWNER**

In the event of the Owner defaulting or failing to perform any of its obligations under this Agreement, the Council may without prejudice to any other remedies rectify such default and the cost of any works undertaken by the Council to rectify any default shall be borne by the Owner

and any such costs shall until paid be and remain a charge on the said land and shall be capable of being recovered by the Council in any Court of competent jurisdiction as a civil debt recoverable summarily.

7. INDEMNITY

The Owner covenants and agrees that it will indemnify and keep indemnified the Council, its officers, servants, agents, workmen and contractors from and against all costs expenses, losses or damages whatsoever which the Council its officers, servants, agents, workmen and contractors may sustain, incur or suffer or be or become liable for or in respect of any suit, action, proceeding, judgment or claim brought by any person whatsoever arising from or referable to the carrying out of works referred to in Clause 6 of this Agreement.

8. ACKNOWLEDGEMENT AND UNDERTAKING

8.1. The parties acknowledge that the Administrative Appeals Tribunal proceedings have been struck out in consideration of the terms and conditions of this Agreement.

8.2. The Council undertakes not to bring any further proceedings in respect of alleged past breaches of the permit conditions.

8.3. The Council undertakes that provided the Owner is in compliance with the terms and conditions of this Agreement, the Council will not bring any further proceedings or provide direct or indirect assistance save in the normal course of its responsibilities to any other parties to bring proceedings asserting that the uses referred to in the Agreement are prohibited prior to 31 December 2014.

9. GENERAL

9.1. Notices

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

- (i) by delivering it personally to that party; or
- (ii) by sending it by post, postage pre-paid addressed to that party at his address set out in this Agreement or subsequently notified to each party from time to time.

9.1.2. A notice or other communication is deemed served, if delivered, upon delivery and, if posted, on the expiration of two business days after the date of posting.

9.2. Further Assurance

Each of the parties to this Agreement shall respectively sign and execute all further documents and deeds and do all acts and things as the other parties shall reasonably require for completely effecting this Agreement.

9.3. No Waiver

Any time or other indulgence granted by the Council to the Owner or any judgment 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.

9.4. Severability

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

9.5. No Fettering of Council's Powers

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of the Council to make or impose requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the subject land.

EXECUTED by the parties on the date set out at the commencement of this Agreement.

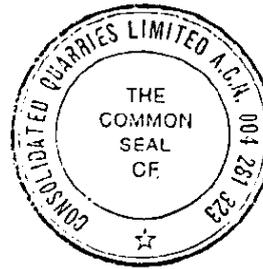
THE CORPORATE SEAL of THE)
MAYOR COUNCILLORS AND CITIZENS)
OF THE CITY OF OAKLEIGH was)
hereunto affixed in the)
presence of)

[Signature] Mayor

[Signature] Councillor

[Signature] Town Clerk/Chief Executive

THE COMMON SEAL of THE)
CONSOLIDATED QUARRIES LTD)
was hereunto affixed in)
accordance with its Articles)
of Association in the presence)
of:)



..... *J. Howlands* Director

..... *Adams* Director/Secretary

month/HPT/D/3320003 KR

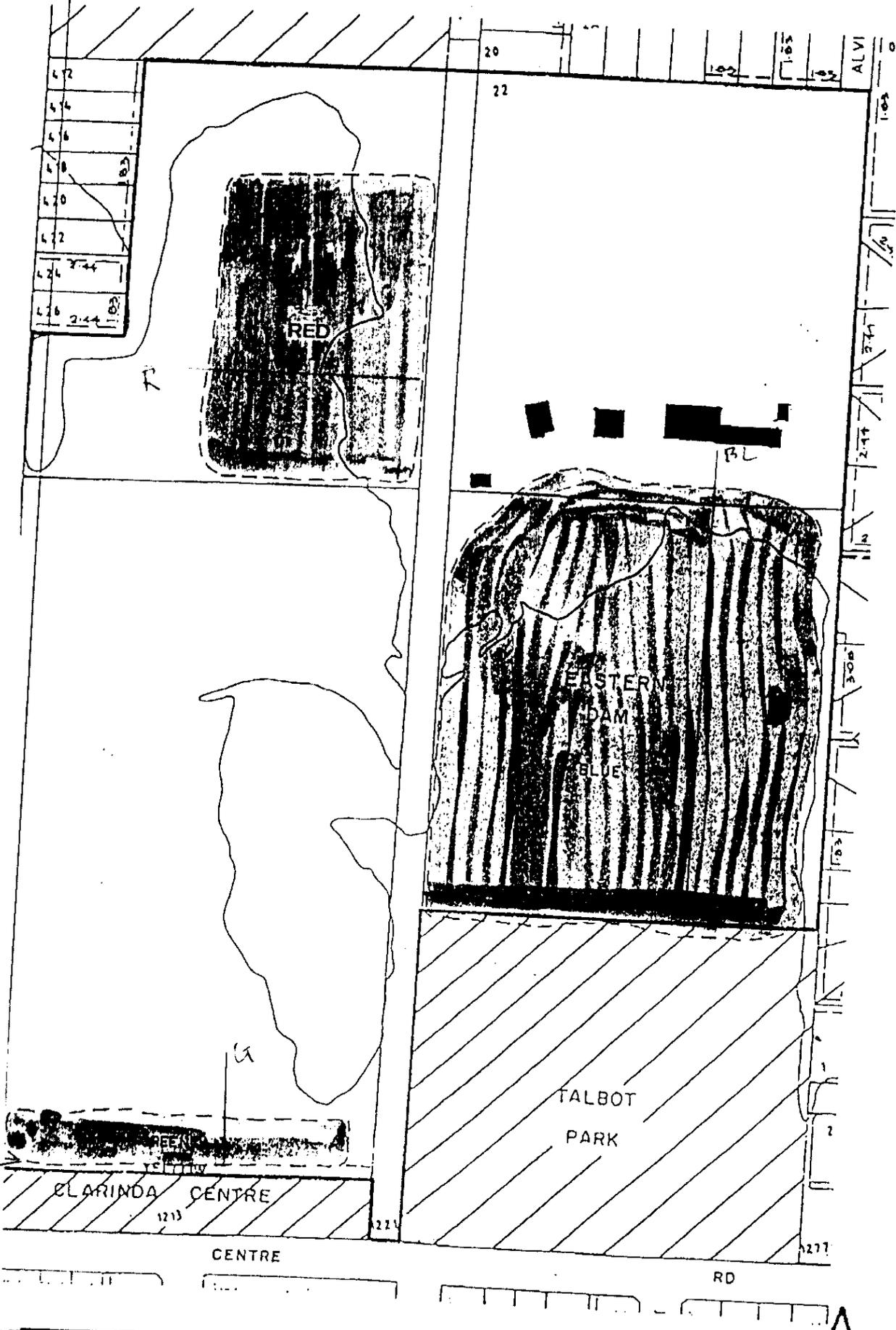
BY: CITY OF OAKLEIGH

31- 8-92 ; 2:30PM ;

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61 3 6700062:# 2

PIONEER CONCRETE (VIC) P/L SAND EXTRACTION SITE



COLOUR CODE

- Y = Yellow G = Green O = Orange
- BL = Blue BR = Brown CH = Cross Hatched
- R = Red P = Purple PK = Pink H = Hatched



260593 1222 MISC \$56 \$505281N

\$505281N

Lodged by Maddock Lonie & Chisholm
Ref: GHP/RDG/156678

Titles Office Use Only

Code: 1167E

VICTORIA

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

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

LAND:

Certificates of Title Volume 8343 Folio 532, Volume 8186 Folio 871, Volume 8550 Folio 541, Volume 3645 Folio 846, Volume 6313 Folio 437 and Volume 9402 Folio 344

ADDRESS OF THE LAND:

North side of Centre Road, corner Talbot Avenue, South Oakleigh

RESPONSIBLE AUTHORITY:

Oakleigh City Council, Municipal Offices, Atherton Road, Oakleigh. Victoria

PLANNING SCHEME:

Oakleigh Planning Scheme

AGREEMENT DATE:

15 March, 1993

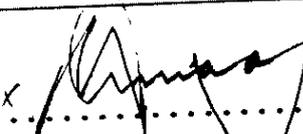
AGREEMENT WITH:

[ghp 9303311m.1:020493]

17/6/93

Consolidated Quarries Limited (A.C.N. 004 281 323)
1183 Toorak Road, Hartwell. Victoria

A copy of the Agreement is attached to this Application

Signature of the Responsible Authority: *X* 

Name of Officer: *ADRIAN HALLIDAY*

Date: *7th APRIL 1993*

PRINT NAME OF OFFICER SIGNING

MADDOCK LONIE & CHISHOLM
SOLICITORS & NOTARY

DATED 15th day of March 1993

CITY OF OAKLEIGH

the Council

- and -

CONSOLIDATED QUARRIES LTD.
(A.C.N. 004 281 323)

the Owner

**Agreement Under Section 173 of the Planning and
Environment Act 1987**

: **Subject Land:** Centre Road South Oakleigh

440 Collins Street
MELBOURNE VIC 3000
Telephone: 288 0555
Our Ref: GHP/RDG/1556678
DX 259

THIS AGREEMENT is made the *15th* day of *March* 1997³ ✓

BETWEEN:

OAKLEIGH CITY COUNCIL of Municipal Offices,
Atherton Road, Oakleigh of Victoria
("the Council") ✓

- and -

CONSOLIDATED QUARRIES LIMITED (A.C.N. 004 281 323)
of 1183 Toorak Road, Hartwell of Victoria
("the Owner")

INTRODUCTION:

- A. The Owner is the registered proprietor of the whole of the land described in Certificates of Title Volume 8343 Folio 532, Volume 8186 Folio 871, Volume 8550 Folio 541, Volume 3645 Folio 846, Volume 6313 Folio 437 and Volume 9402 Folio 344 being situated on the north side of Centre Road, South Oakleigh and used for the purpose of extraction, re-washing, drying, blending, storage and sale of sands (collectively "the subject land"). ✓
- B. The Council is the Responsible Authority pursuant to the *Planning and Environment Act 1987* ("the Act") for the Oakleigh Planning Scheme ("the Scheme").
- C. In Planning Appeals Nod. 1990/35916, 1990/35924 and 1990/35932 to the Administrative Appeals Tribunal the Council has alleged (inter alia) that the use of the subject land is not in accordance with the Oakleigh Planning Scheme.
- D. In the said appeals the Owner has denied the allegations made by the Council and maintained the legitimacy of the use of the subject land.

E. In order to avoid the expense of further proceedings the Council and the Owner wish to enter into an Agreement pursuant to Section 173 of the Planning and Environment Act 1987 whereby the Owner binds itself to observe certain conditions on continued use of the subject land. ✓

F. The Council and the Owner have agreed that 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. ✓

G. The parties to this Agreement acknowledge that the Agreement provides for one or more of the following matters:

1. the prohibition, restriction or regulation of the use or development of land;
2. the conditions subject to which land may be used or developed for specified purposes;
3. a matter intended to achieve or advance the objectives of planning in Victoria.

IT IS AGREED:

1. DEFINITIONS

In this Agreement the terms and words set out in this clause shall have the following meanings unless otherwise indicated by the context:

- 1.1. "Owner" shall mean the person or persons 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.

2. INTERPRETATION

- 2.1. The singular includes the plural and the plural includes the singular.

- 2.2. A reference to a gender includes a reference to each other gender.
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3. SUCCESSORS IN TITLE

Without limiting the operation or effect which this Agreement has, the Owner shall until such time as a memorandum of this Agreement is registered on the title to the subject land ensure that its successors in title:

- 3.1. give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- 3.2. execute under seal a deed agreeing to be bound by the terms of this Agreement and upon such execution this Agreement shall continue as if executed by such successors as well as by the parties to this Agreement as if the successor's name appeared in each clause in which the name of the Owner appears and in addition to the name of the Owner.

4. COVENANTS OF OWNER

4.1. The Owner shall forthwith pay on demand to the Council the Council's costs and expenses (including legal expenses) of and incidental to:

4.1.1. this Agreement and any amendment of this Agreement and anything done in connection with this Agreement

4.1.2. the preparation of an application pursuant to Section 181 of the Act enabling the registration of this Agreement at the Land Titles Office and any duties or fees payable in connection with either this Agreement, the registration of this Agreement at the Land Titles Office or in connection with any default of the Owner.

4.2. The Owner covenants and agrees that it will:

(Use and Operating conditions)

4.2.1. undertake early and rapid extraction of the sand remaining at the southern end of the site, generally in the area coloured yellow on the annexed site plan marked "A";

4.2.2. extracted sand shall be stockpiled in the area west of Talbot Avenue and north of the western sandpit generally in the area coloured red on the site plan;

4.2.3. hours of operation will be limited to 7 a.m. to 6 p.m., Monday to Friday inclusive and 7 a.m. to 1 p.m. on Saturdays provided

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(Filling and End Use)

- 4.2.9. when extraction at the southern end of the site is completed as required in Clause 4.2.1, forthwith drain the eastern dam (being the area generally coloured blue and marked "eastern dam" on the site plan) and permit filling of the eastern dam commencing from its north-west corner;
- 4.2.10. make the site of the eastern dam available to Council or to third parties at Council's direction to accept clean fill on a no charge basis to enable the dam to be filled as quickly as possible, subject to reasonable notice being give of large volumes of fill;
- 4.2.11. with respect to all other airspace within the subject land, make such airspace available to the Council for the purpose of tipping using clean fill by the Council or third parties at Council's direction on the following terms:
- (i) no rates are charged to the Owner during the period that any area of land is in the control of the

- 7 -

Council for the purpose of tipping and/or reclamation with respect to such area;

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- (vi) that upon reclamation, the land be appropriately consolidated, resoiled and levelled.

- 8 -

- 4.2.12. ensure that no clay-slimes shall be deposited or permitted in the western sandpit;
- 4.2.13. if required by Council, transfer filled or unfilled land progressively to the Council at a negotiated fair market price;
- 4.2.14. use its best endeavours to make an area immediately behind the Clarinda Centre (coloured green on the site plan) available for transfer to the Council at a negotiated fair market price and will engage in negotiations with Council regarding the transfer of such area as soon as possible after October 1993;
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- 4.2.17. do all things necessary including the signing of any further agreements, undertakings, covenants and consents, approvals or other documents necessary for the purpose of ensuring that it carries out its covenants, agreements and obligations under this Agreement and to

enable the Council to enforce the performance by the Owner of such covenants and undertakings;

4.2.18. consent to the Council entering a memorandum of this Agreement on the certificate of title to the subject land in accordance with Section 181 of the Act and do all things necessary to enable the Council to do so including signing any further agreement, acknowledgment or document to enable the memorandum to be registered under that Section.

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The Owner and the Council will establish a Consultative Committee for the purposes of monitoring compliance with this Agreement and any relevant licences and permits. The Consultative Committee shall comprise two representatives of the Owner, one representative of the Department of Manufacturing and Industry Development, three representatives from the Council and three local residents. The Owner's representatives shall represent the occupiers of the land and shall be familiar with all operations on the land. Meetings shall be held three monthly or as determined by the Committee. A quorum for any meeting shall consist of at least four persons comprising one Owner representative, one Council representative and two local residents.

6. **DEFAULT OF OWNER**

In the event of the Owner defaulting or failing to perform any of its obligations under this Agreement, the Council may without prejudice to any other remedies rectify such default and the cost of any works undertaken by the Council to rectify any default shall be borne by the Owner

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8. ACKNOWLEDGEMENT AND UNDERTAKING

8.1. The parties acknowledge that the Administrative Appeals Tribunal proceedings have been struck out in consideration of the terms and conditions of this Agreement.

8.2. The Council undertakes not to bring any further proceedings in respect of alleged past breaches of the permit conditions.

8.3. The Council undertakes that provided the Owner is in compliance with the terms and conditions of this Agreement, the Council will not bring any further proceedings or provide direct or indirect assistance save in the normal course of its responsibilities to any other parties to bring proceedings asserting that the uses referred to in the Agreement are prohibited prior to 31 December 2014.

9. GENERAL

9.1. Notices

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

- (i) by delivering it personally to that party; or
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9.2. Further Assurance

Each of the parties to this Agreement shall respectively sign and execute all further documents and deeds and do all acts and things as the other parties shall reasonably require for completely effecting this Agreement.

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Any time or other indulgence granted by the Council to the Owner or any judgment 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.

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It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of the Council to make or impose requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the subject land.

EXECUTED by the parties on the date set out at the commencement of this Agreement.

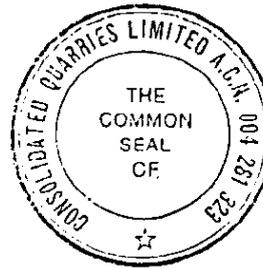
THE CORPORATE SEAL of THE)
MAYOR COUNCILLORS AND CITIZENS)
OF THE CITY OF OAKLEIGH was)
hereunto affixed in the)
presence of)

[Signature] Mayor

[Signature] Councillor

[Signature] Town Clerk/Chief Executive

THE COMMON SEAL of THE)
CONSOLIDATED QUARRIES LTD)
was hereunto affixed in)
accordance with its Articles)
of Association in the presence)
of:)



..... *J. Newlands* Director

..... *Adams* Director/Secretary

month/HPT/D/3320003 KR

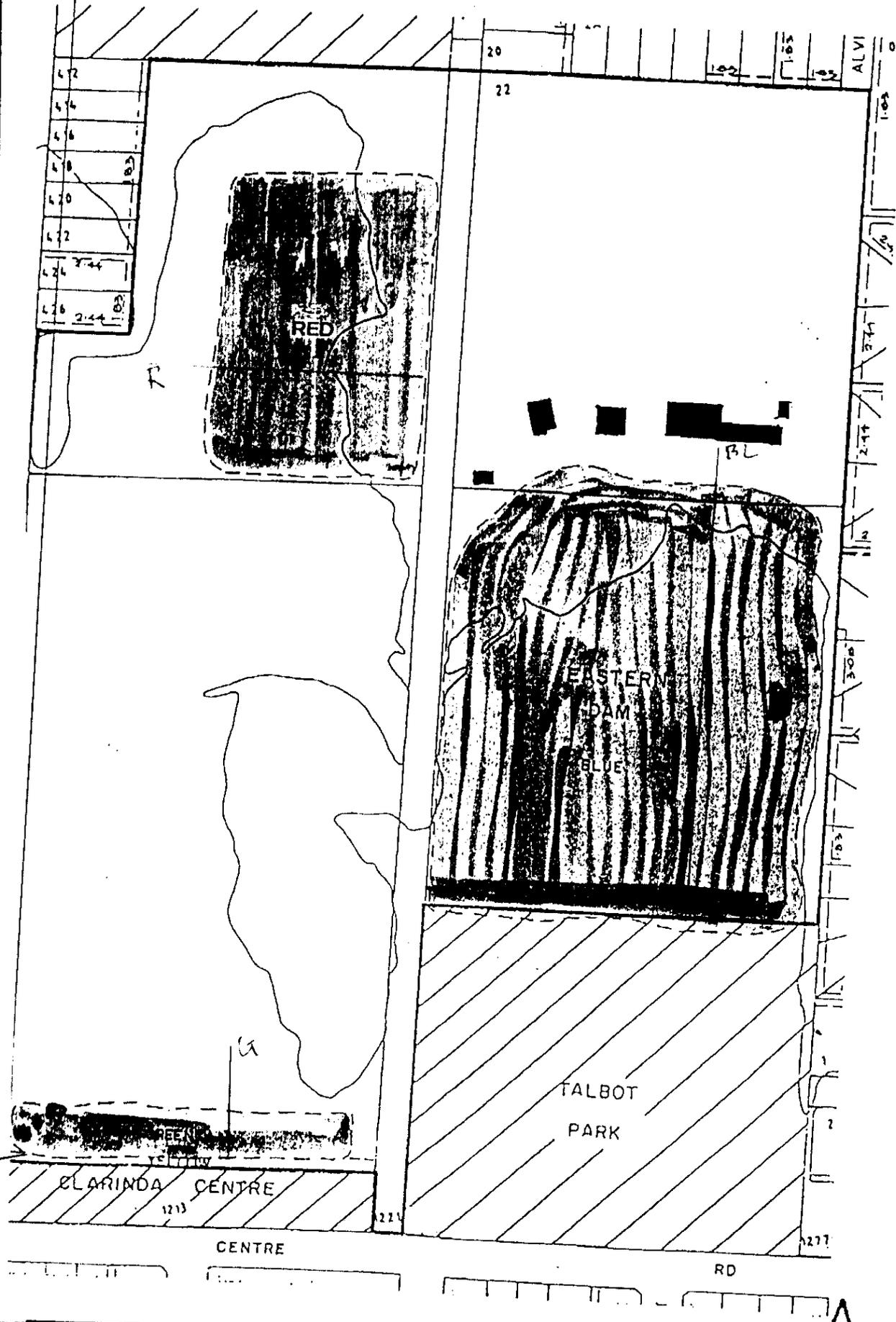
BY: CITY OF OAKLEIGH

31- 8-92 ; 2:30PM ;

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PIONEER CONCRETE (VIC) P/L SAND EXTRACTION SITE



COLOUR CODE

- Y = Yellow G = Green O = Orange
- BL = Blue BR = Brown CH = Cross Hatched
- R = Red P = Purple PK = Pink H = Hatched



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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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.

Produced 20/10/2022 03:57:50 PM

Status	Registered	Dealing Number	AV960612G
Date and Time Lodged	15/08/2022 03:46:36 PM		

Lodger Details

Lodger Code	16667Y
Name	GADENS LAWYERS
Address	
Lodger Box	
Phone	
Email	
Reference	21904089 - Sterling

TRANSFER

Jurisdiction	VICTORIA
--------------	----------

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

3645/846
6313/437
8186/871
8343/532
9402/344
10378/210

Transferor(s)

Name	MELBOURNE SECURITIES CORPORATION LTD
ACN	160326545

Estate and/or Interest being transferred

Mortgage AR342526G

Consideration

Non-Monetary

Transferee(s)

Tenancy (inc. share)	Sole Proprietor
Name	STERLING GLOBAL CAPITAL SECURITIES PTY LTD



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

ACN	608154525
Address	
Floor Type	LEVEL
Floor Number	50
Street Number	525s
Street Name	COLLINS
Street Type	STREET
Locality	MELBOURNE
State	VIC
Postcode	3000

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 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 law and any Prescribed Requirement.

Executed on behalf of	STERLING GLOBAL CAPITAL SECURITIES PTY LTD
Signer Name	GRACE MAGGIE CUNNINGHAM
Signer Organisation	GADENS LAWYERS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	12 AUGUST 2022

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 law and any Prescribed Requirement.

Executed on behalf of	MELBOURNE SECURITIES CORPORATION LTD
Signer Name	GRACE MAGGIE CUNNINGHAM
Signer Organisation	GADENS LAWYERS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	12 AUGUST 2022

File Notes:

NIL

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Statement End.



Department of Environment, Land, Water & Planning

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Produced: 20/10/2022 03:57:50 PM

Dealing Number: AV956115V

Status: Completed

Date and Time Lodged: 12/08/2022 04:50:07 PM

Responsible Subscriber: GADENS LAWYERS

Customer Code: 16667Y

Reference:

APPLICATION TO CONVERT AND NOMINATE PAPER CERTIFICATE OF TITLE TO AN ELECTRONIC INSTRUMENT

The Subscriber authorises the conversion of the following paper Certificate(s) of Title to electronic Certificate(s) of Title and their nomination to the instruments contained in the Lodgement Case shown below:

Certificate(s) of Title:

Volume 3645 Folio 846

Volume 6313 Folio 437

Volume 8186 Folio 871

Volume 8343 Folio 532

Volume 9402 Folio 344

Volume 10378 Folio 210

Lodgement Case ID: 496880533

Following the registration of the instruments in the Lodgement Case, return the eCT Control to the nominating Subscriber

Subscriber's Certification:

1. The Certifier has:

(a) retrieved; and

(b) either securely destroyed or made invalid,

the (duplicate) certificate(s) of title for the folio(s) of the Register listed in this Registry Instrument or Document.

Signed by:

Grace Maggie Cunningham

(for GADENS LAWYERS)

Customer Code: 16667Y

Dated: 12 August 2022



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

File Notes:

NIL

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Statement End.



Department of Environment, Land, Water & Planning

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Produced: 20/10/2022 03:57:50 PM

Dealing Number: AV960572R

Status: Completed

Date and Time Lodged: 15/08/2022 03:45:00 PM

Responsible Subscriber: GADENS LAWYERS

Customer Code: 16667Y

Reference:

APPLICATION TO WITHDRAW A NOMINATION OF AN ELECTRONIC CERTIFICATE OF TITLE

The Subscriber authorises the withdrawal of the nomination of the following electronic Certificate(s) of Title:

Certificate(s) of Title:

Volume 3645 Folio 846

Volume 6313 Folio 437

Volume 8186 Folio 871

Volume 8343 Folio 532

Volume 9402 Folio 344

Volume 10378 Folio 210

Signed by:

Grace Maggie Cunningham

(for GADENS LAWYERS)

Customer Code: 16667Y

Dated: 15 August 2022

File Notes:

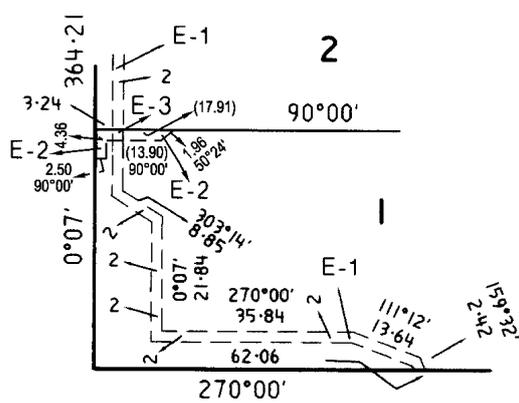
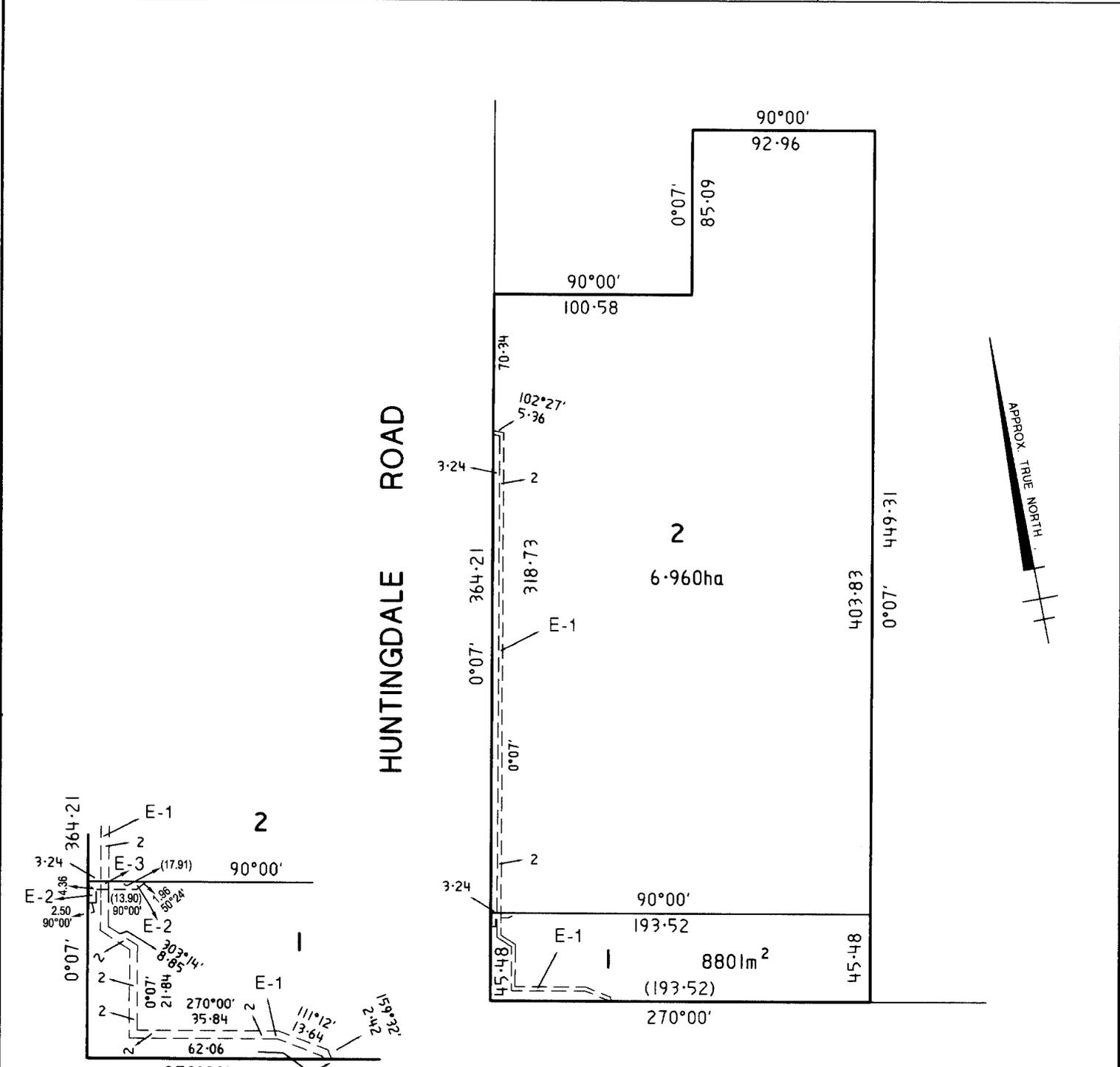
NIL

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

Statement End.

PLAN OF SUBDIVISION			STAGE NO. -----	LTO use only. EDITION 2	Plan Number PS 409879 V
Location of Land Parish: MORDIALLOC Township: ----- Section: 2 Crown Allotment: 6 (PART) Crown Portion: ----- LTO Base Record: CHART 68 Title Reference: Vol.8550 Fol.541 & Vol.9527 Fol.364 Last Plan Reference: Lot 3,4,5,6 (Pts) on LP 4961 & CP 156046 Postal Address: Cnr. Huntingdale & Centre Road OAKLEIGH SOUTH, 3167. AMG Co-ordinates E 333 100 Zone: 55 N 5 800 700			Council Certificate and Endorsement Council Name: Monash City Council Ref. 5456AM 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 12 / 12 / 97 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. OPEN SPACE (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has /has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage ----- Council delegate Council seal Date 24 / 2 / 98 Re-certified under section 11(7) of the Subdivision Act 1988 Council Delegate Council Seal Date / /		
Vesting of Roads and/ or Reserve					
Identifier		Council / Body / Person			
NIL		NIL			
Notations					
Staging		This is not a staged subdivision. Planning Permit No.			
Depth Limitation		Does not apply.			
Amendments: V1 2/7/97 V2 11/2/98 EASEMENT E-2 ADDED					
Area of Site: 7.840ha No. of Lots: 2		Survey This plan is not based on survey. This survey has been connected to permanent mark No(s) In Proclaimed Survey Area No.			
Easement Information					
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					LTO use only
					Statement of Compliance/ Exemption Statement
					Received <input checked="" type="checkbox"/>
					Date 27 / 3 / 98
					LTO use only
					PLAN REGISTERED
					TIME 4.00 PM
					DATE 17 / 4 / 98
					<i>John D. Teague</i> Assistant Registrar of Titles
					Sheet 1 of 2
 TAYLORS LAND SURVEYORS · TOWN PLANNERS PROPERTY CONSULTANTS <small>AVERY AND PHIZACKLEA PTY. LTD. A.C.N. 076 022 114 303 BURWOOD HWY, BURWOOD EAST 3161 TEL. 9803 8033 FAX. 9887 8921</small>		LICENSED SURVEYOR : GEOFFREY LESLIE COOPER Signature Date 11 / 2 / 98 REF. 7012/2L VERSION 2 11/2/98 GR.			Date 24 / 2 / 98 Council Delegate Signature Original sheet size A3

PLAN OF SUBDIVISION	STAGE NO. -----	Plan Number PS 409879 V
----------------------------	--------------------	-----------------------------------



TAYLORS

LAND SURVEYORS · TOWN PLANNERS
PROPERTY CONSULTANTS

AVERY AND PHAZAKLEA PTY. LTD. A.C.N. 078 022 114
303 BURWOOD HWY, BURWOOD EAST 3161 TEL. 9603 8033 FAX. 9687 8921

ORIGINAL	SCALE
SCALE SHEET SIZE	<p style="font-size: 8px;">LENGTHS ARE IN METRES</p>
1:2000	A3

LICENSED SURVEYOR : GEOFFREY LESLIE COOPER

Signature Date 11/ 2 / 98

REF. 7012/2L VERSION 2 11/2/98
G.R.

Sheet 2 of 2
Date 24 / 2 / 98
Council Delegate Signature
Original sheet size A3

AK744344H

28/11/2013 \$66.50 113A



Application for Amendment or Alteration of Registered Proprietor's Address

Privacy Collection Statement
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Section 113(5) Transfer of Land Act 1958

Lodged by

Name: PIPER ALDERMAN Solicitors

Phone: (03) 8665 5555

Address: Level 24, 385 Bourke Street, Melbourne, Victoria 3000

Reference: GHT:382133

Customer Code: 4206F

The applicant applies to alter the address recorded in the Register to the address specified.

Land: *(volume and folio, and if applicable mortgage, charge or lease)*

Volume 10378 Folio 210, Volume 03645 Folio 846, Volume 06313 Folio 437, Volume 08186 Folio 871, Volume 08343 Folio 532 and Volume 09402 Folio 344

Applicant: *(full name and address including postcode)*

HUNTINGDALE ESTATE NOMINEES PTY LTD ACN 146 749 822 of Level 2, 649 Bridge Road, Richmond, Victoria 3121

Date: *27 November 2013*

Signature of Australian Legal Practitioner under the Legal Profession Act 2004 for applicant:

Piper Alderman

Approval No: 2325125A

Order to Register

Form 61

Please register and issue Certificate of Title to

Page 1 of 1

Signed

Customer Code

THE BACK OF THIS FORM MUST NOT BE USED

Land Victoria, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

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

VOLUME 10378 FOLIO 210

Security no : 124101292648Y
Produced 20/10/2022 03:56 PM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 409879V.
PARENT TITLES :
Volume 08550 Folio 541 Volume 09527 Folio 364
Created by instrument PS409879V 17/04/1998

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
HUNTINGDALE ESTATE NOMINEES PTY LTD of LEVEL 2 649 BRIDGE ROAD RICHMOND VIC
3121
AH638598S 26/11/2010

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AR342526G 13/08/2018
STERLING GLOBAL CAPITAL SECURITIES PTY LTD
TRANSFER OF MORTGAGE AV960612G 15/08/2022

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
S505281N 26/05/1993

DIAGRAM LOCATION

SEE PS409879V FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AV956115V (E)	CONV PCT & NOM ECT TO LC	Completed	12/08/2022
AV960572R (E)	REMOVAL OF NOMINATION	Completed	15/08/2022
AV960612G (E)	TRANSFER OF MORTGAGE	Registered	15/08/2022

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

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

Street Address: 1221-1249 CENTRE ROAD OAKLEIGH SOUTH VIC 3167

ADMINISTRATIVE NOTICES

NIL

eCT Control 16667Y GADENS LAWYERS
Effective from 15/08/2022

DOCUMENT END



260593 1222 MISC \$56 \$505281N

\$505281N

Lodged by Maddock Lonie & Chisholm
Ref: GHP/RDG/156678

Titles Office Use Only

Code: 1167E

VICTORIA

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

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

LAND:

Certificates of Title Volume 8343 Folio 532, Volume 8186 Folio 871, Volume 8550 Folio 541, Volume 3645 Folio 846, Volume 6313 Folio 437 and Volume 9402 Folio 344

ADDRESS OF THE LAND:

North side of Centre Road, corner Talbot Avenue, South Oakleigh

RESPONSIBLE AUTHORITY:

Oakleigh City Council, Municipal Offices, Atherton Road, Oakleigh. Victoria

PLANNING SCHEME:

Oakleigh Planning Scheme

AGREEMENT DATE:

15 March, 1993

AGREEMENT WITH:

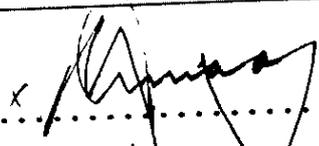
[ghp 9303311m.1:020493]

17/6/93

Consolidated Quarries Limited (A.C.N. 004 281 323)
1183 Toorak Road, Hartwell. Victoria

A copy of the Agreement is attached to this Application

Signature of the
Responsible Authority:



Name of Officer:

ADRIAN HALLIDAY
PRINT NAME OF OFFICER
7th APRIL 1993 SIGNING

Date:

MADDOCK LONIE & CHISHOLM
SOLICITORS & NOTARY

DATED 15th day of March 1993

CITY OF OAKLEIGH

the Council

- and -

CONSOLIDATED QUARRIES LTD.
(A.C.N. 004 281 323)

the Owner

**Agreement Under Section 173 of the Planning and
Environment Act 1987**

: **Subject Land:** Centre Road South Oakleigh

440 Collins Street
MELBOURNE VIC 3000
Telephone: 288 0555
Our Ref: GHP/RDG/1556678
DX 259

THIS AGREEMENT is made the *15th* day of *March* 199*7*³

BETWEEN:

OAKLEIGH CITY COUNCIL of Municipal Offices,
Atherton Road, Oakleigh of Victoria
("the Council")

- and -

CONSOLIDATED QUARRIES LIMITED (A.C.N. 004 281 323)
of 1183 Toorak Road, Hartwell of Victoria
("the Owner")

INTRODUCTION:

- A. The Owner is the registered proprietor of the whole of the land described in Certificates of Title Volume 8343 Folio 532, Volume 8186 Folio 871, Volume 8550 Folio 541, Volume 3645 Folio 846, Volume 6313 Folio 437 and Volume 9402 Folio 344 being situated on the north side of Centre Road, South Oakleigh and used for the purpose of extraction, re-washing, drying, blending, storage and sale of sands (collectively "the subject land").
- B. The Council is the Responsible Authority pursuant to the *Planning and Environment Act 1987* ("the Act") for the Oakleigh Planning Scheme ("the Scheme").
- C. In Planning Appeals Nod. 1990/35916, 1990/35924 and 1990/35932 to the Administrative Appeals Tribunal the Council has alleged (inter alia) that the use of the subject land is not in accordance with the Oakleigh Planning Scheme.
- D. In the said appeals the Owner has denied the allegations made by the Council and maintained the legitimacy of the use of the subject land.

E. In order to avoid the expense of further proceedings the Council and the Owner wish to enter into an Agreement pursuant to Section 173 of the Planning and Environment Act 1987 whereby the Owner binds itself to observe certain conditions on continued use of the subject land. ✓

F. The Council and the Owner have agreed that 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. ✓

G. The parties to this Agreement acknowledge that the Agreement provides for one or more of the following matters:

1. the prohibition, restriction or regulation of the use or development of land;
2. the conditions subject to which land may be used or developed for specified purposes;
3. a matter intended to achieve or advance the objectives of planning in Victoria.

IT IS AGREED:

1. DEFINITIONS

In this Agreement the terms and words set out in this clause shall have the following meanings unless otherwise indicated by the context:

- 1.1. "Owner" shall mean the person or persons 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.

2. INTERPRETATION

- 2.1. The singular includes the plural and the plural includes the singular.

- 2.2. A reference to a gender includes a reference to each other gender.
- 2.3. A reference to a person includes a reference to a firm, corporation or other corporate body.
- 2.4. If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- 2.5. A reference to a statute shall include any statutes amending, consolidating or replacing same and any regulations made under such statutes.
- 2.6. All headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this Agreement.

3. SUCCESSORS IN TITLE

Without limiting the operation or effect which this Agreement has, the Owner shall until such time as a memorandum of this Agreement is registered on the title to the subject land ensure that its successors in title:

- 3.1. give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- 3.2. execute under seal a deed agreeing to be bound by the terms of this Agreement and upon such execution this Agreement shall continue as if executed by such successors as well as by the parties to this Agreement as if the successor's name appeared in each clause in which the name of the Owner appears and in addition to the name of the Owner.

4. COVENANTS OF OWNER

4.1. The Owner shall forthwith pay on demand to the Council the Council's costs and expenses (including legal expenses) of and incidental to:

4.1.1. this Agreement and any amendment of this Agreement and anything done in connection with this Agreement

4.1.2. the preparation of an application pursuant to Section 181 of the Act enabling the registration of this Agreement at the Land Titles Office and any duties or fees payable in connection with either this Agreement, the registration of this Agreement at the Land Titles Office or in connection with any default of the Owner.

4.2. The Owner covenants and agrees that it will:

(Use and Operating conditions)

4.2.1. undertake early and rapid extraction of the sand remaining at the southern end of the site, generally in the area coloured yellow on the annexed site plan marked "A";

4.2.2. extracted sand shall be stockpiled in the area west of Talbot Avenue and north of the western sandpit generally in the area coloured red on the site plan;

4.2.3. hours of operation will be limited to 7 a.m. to 6 p.m., Monday to Friday inclusive and 7 a.m. to 1 p.m. on Saturdays provided

that operations may continue until 8 p.m. on Monday to Friday inclusive on condition that between 6 p.m. and 8 p.m. there will be no movement of vehicles or loaders on site associated with the drying plant operation save as required for essential plant maintenance. No operations are permitted on a Sunday or Public Holiday;

- 4.2.4. at all times the noise levels emanating from the plant shall not exceed those specified at the date of this Agreement for the time period 6 p.m. to 10 p.m. under the State Environment Protection Policy N-1;
- 4.2.5. as soon as is practicable seal the access road from Centre Road to the sand drying plant to the satisfaction of an Inspector of Mines and Quarries in consultation with the City Engineer, City of Oakleigh;
- 4.2.6. ensure that any front end loader operated on site shall be a unit able to operate within the permissible noise level;
- 4.2.7. within 14 days of the execution of this Agreement apply for all necessary building approvals to construct additional hopper capacity, so as to ensure that raw material stockpiles will not be required. The Owner will complete the construction of the additional hopper capacity within three months of the grant of such approvals. During the period while such hopper capacity is being provided, the Owner will use its best endeavours to reduce the size of stockpiles of raw material;

- 4.2.8. After completion of the said additional hopper capacity, if reasonably requested to do so by any affected resident having a line of sight from his or her property to the stockpiles on site, screen such stockpiles from view by shade cloth or similar means.

(Filling and End Use)

- 4.2.9. when extraction at the southern end of the site is completed as required in Clause 4.2.1, forthwith drain the eastern dam (being the area generally coloured blue and marked "eastern dam" on the site plan) and permit filling of the eastern dam commencing from its north-west corner;

- 4.2.10. make the site of the eastern dam available to Council or to third parties at Council's direction to accept clean fill on a no charge basis to enable the dam to be filled as quickly as possible, subject to reasonable notice being give of large volumes of fill;

- 4.2.11. with respect to all other airspace within the subject land, make such airspace available to the Council for the purpose of tipping using clean fill by the Council or third parties at Council's direction on the following terms:

- (i) no rates are charged to the Owner during the period that any area of land is in the control of the

- 7 -

Council for the purpose of tipping and/or reclamation with respect to such area;

- (ii) that all tipping is carried out in accordance with all applicable statutory requirements and in compliance with all applicable requirements for reclamation and rehabilitation of the site;
- (iii) that tipping only takes place in such area as the Owner from time to time indicates is no longer required for the purpose of excavation or of the Owner's operations on the remainder of the land;
- (iv) that any tipping and/or reclamation operations do not directly or indirectly interfere with the Owner's operations on the remainder of the land;
- (v) that the Council keep the area in which tipping operations are in progress securely fenced and be responsible to ensure that all land within the control of the Council for tipping or reclamation purposes is kept free of accumulations of water;
- (vi) that upon reclamation, the land be appropriately consolidated, resoiled and levelled.

- 8 -

- 4.2.12. ensure that no clay-slimes shall be deposited or permitted in the western sandpit;
- 4.2.13. if required by Council, transfer filled or unfilled land progressively to the Council at a negotiated fair market price;
- 4.2.14. use its best endeavours to make an area immediately behind the Clarinda Centre (coloured green on the site plan) available for transfer to the Council at a negotiated fair market price and will engage in negotiations with Council regarding the transfer of such area as soon as possible after October 1993;
- 4.2.15. ensure that use of the subject land for the purpose of extraction, re-washing, drying, blending, storage or sale of sands shall finish on the 31 December 2014;
- 4.2.16. carry out and comply with the requirements of all statutory authorities in relation to the development of the subject land and comply with all statutes, regulations, by-laws, local laws and planning controls in relation to the subject land;
- 4.2.17. do all things necessary including the signing of any further agreements, undertakings, covenants and consents, approvals or other documents necessary for the purpose of ensuring that it carries out its covenants, agreements and obligations under this Agreement and to

enable the Council to enforce the performance by the Owner of such covenants and undertakings;

4.2.18. consent to the Council entering a memorandum of this Agreement on the certificate of title to the subject land in accordance with Section 181 of the Act and do all things necessary to enable the Council to do so including signing any further agreement, acknowledgment or document to enable the memorandum to be registered under that Section.

5. **CONSULTATIVE COMMITTEE**

The Owner and the Council will establish a Consultative Committee for the purposes of monitoring compliance with this Agreement and any relevant licences and permits. The Consultative Committee shall comprise two representatives of the Owner, one representative of the Department of Manufacturing and Industry Development, three representatives from the Council and three local residents. The Owner's representatives shall represent the occupiers of the land and shall be familiar with all operations on the land. Meetings shall be held three monthly or as determined by the Committee. A quorum for any meeting shall consist of at least four persons comprising one Owner representative, one Council representative and two local residents.

6. **DEFAULT OF OWNER**

In the event of the Owner defaulting or failing to perform any of its obligations under this Agreement, the Council may without prejudice to any other remedies rectify such default and the cost of any works undertaken by the Council to rectify any default shall be borne by the Owner

and any such costs shall until paid be and remain a charge on the said land and shall be capable of being recovered by the Council in any Court of competent jurisdiction as a civil debt recoverable summarily.

7. INDEMNITY

The Owner covenants and agrees that it will indemnify and keep indemnified the Council, its officers, servants, agents, workmen and contractors from and against all costs expenses, losses or damages whatsoever which the Council its officers, servants, agents, workmen and contractors may sustain, incur or suffer or be or become liable for or in respect of any suit, action, proceeding, judgment or claim brought by any person whatsoever arising from or referable to the carrying out of works referred to in Clause 6 of this Agreement.

8. ACKNOWLEDGEMENT AND UNDERTAKING

8.1. The parties acknowledge that the Administrative Appeals Tribunal proceedings have been struck out in consideration of the terms and conditions of this Agreement.

8.2. The Council undertakes not to bring any further proceedings in respect of alleged past breaches of the permit conditions.

8.3. The Council undertakes that provided the Owner is in compliance with the terms and conditions of this Agreement, the Council will not bring any further proceedings or provide direct or indirect assistance save in the normal course of its responsibilities to any other parties to bring proceedings asserting that the uses referred to in the Agreement are prohibited prior to 31 December 2014.

9. GENERAL

9.1. Notices

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

- (i) by delivering it personally to that party; or
- (ii) by sending it by post, postage pre-paid addressed to that party at his address set out in this Agreement or subsequently notified to each party from time to time.

9.1.2. A notice or other communication is deemed served, if delivered, upon delivery and, if posted, on the expiration of two business days after the date of posting.

9.2. Further Assurance

Each of the parties to this Agreement shall respectively sign and execute all further documents and deeds and do all acts and things as the other parties shall reasonably require for completely effecting this Agreement.

9.3. No Waiver

Any time or other indulgence granted by the Council to the Owner or any judgment 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.

9.4. Severability

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

9.5. No Fettering of Council's Powers

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of the Council to make or impose requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the subject land.

EXECUTED by the parties on the date set out at the commencement of this Agreement.

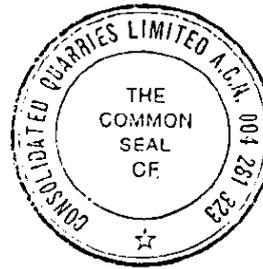
THE CORPORATE SEAL of THE)
MAYOR COUNCILLORS AND CITIZENS)
OF THE CITY OF OAKLEIGH was)
hereunto affixed in the)
presence of)

[Handwritten Signature] Mayor

[Handwritten Signature] Councillor

[Handwritten Signature] Town Clerk/Chief Executive

THE COMMON SEAL of THE)
CONSOLIDATED QUARRIES LTD)
was hereunto affixed in)
accordance with its Articles)
of Association in the presence)
of:)



..... *J. Howlands* Director

..... *Adams* Director/Secretary

month/HPT/D/3320003 KR

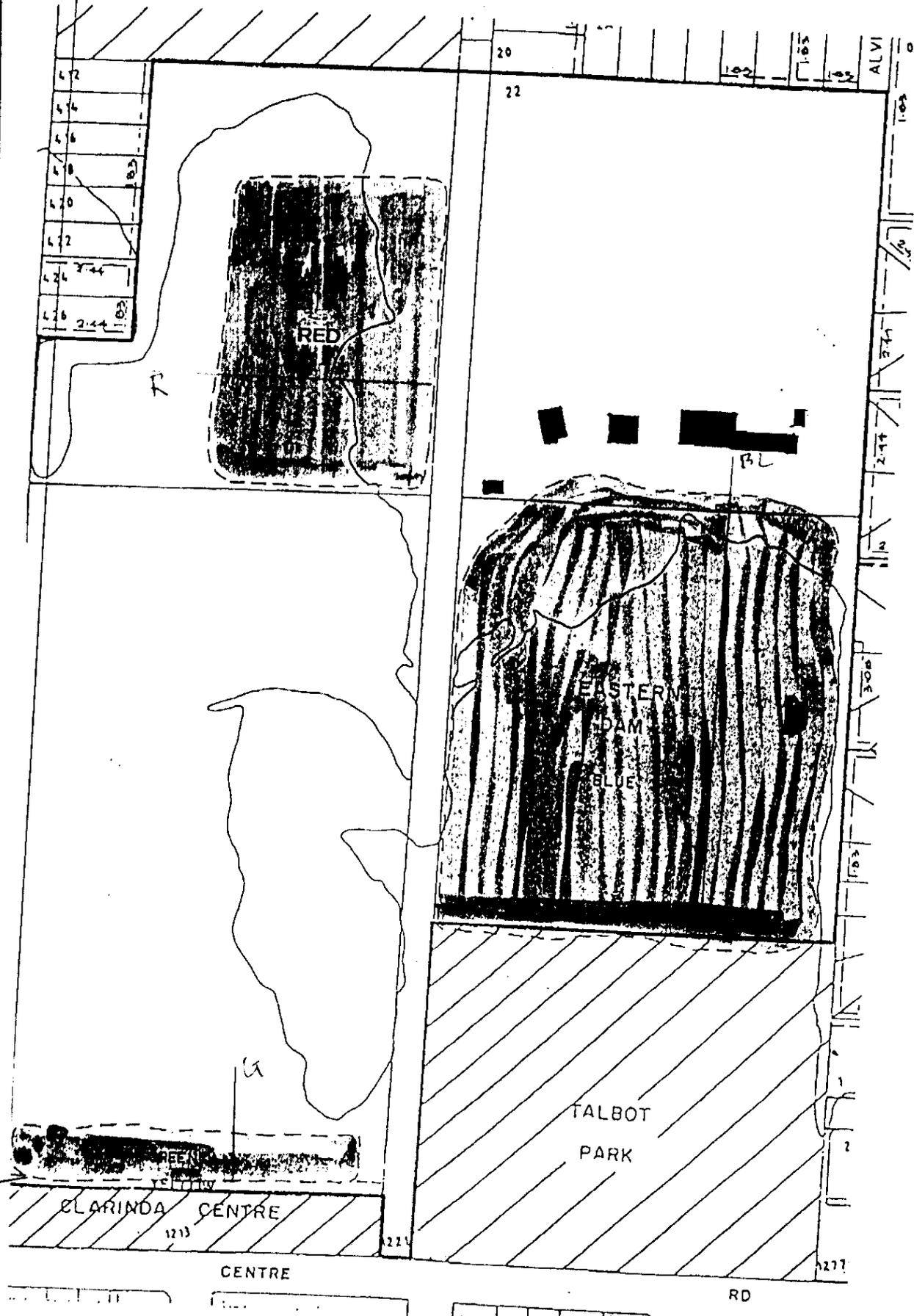
BY: CITY OF OAKLEIGH

31- 8-92 ; 2:30PM ;

6135681690-

61 3 6700062:# 2

PIONEER CONCRETE (VIC) P/L SAND EXTRACTION SITE



COLOUR CODE

- Y = Yellow G = Green O = Orange
- BL = Blue BR = Brown CH = Cross Hatched
- R = Red P = Purple PK = Pink H = Hatched

47/166

4143007

1909682



Walter Fregon
~~STEELE & STEELE~~
Walter Fregon

48 paid

VICTORIA

Walter Fregon
TRANSFER OF LAND.



*368 Collins Street
of Centre Road Clarinda*

24/3/44

CLARINDA POULTRY FARM PROPRIETARY LIMITED of Centre Road Clarinda

near Melbourne being registered as the proprietor of an estate in fee simple in the land hereinafter described subject to the encumbrances hereinafter referred to in consideration of the sum of TWO HUNDRED AND FORTY ONE POUNDS FIFTEEN SHILLINGS paid to it by WALTER HENRY FREGON of Stuart Street Clarinda Contractor HEREBY TRANSFERS to the said Walter Henry Fregon all its estate and interest in ALL THAT PIECE OF LAND being delineated and colored red on the map hereon and being part of Lot 6 on Plan of Subdivision No. 4961 lodged in the Office of Titles and being part of Crown Allotment 6 Section Two Parish of Mordialloc County of Bourke and being part of the land more particularly described in Certificate of Title Volume 4414 Folio 882704 AND the said Walter Henry Fregon DOTH HEREBY for himself his heirs executors administrators and transferees registered proprietor or proprietors for the time being of the land hereby transferred or any part or parts thereof COVENANT with the said Company its successors and transferees registered proprietor or proprietors for the time being of the land now comprised in the said Certificate of Title that he or they will not at any time hereafter dig carry away or remove or permit or allow to be dug carried away or removed any marl stone earth clay gravel or sand from such part of the said land hereby transferred as lies within ten feet of the southern boundary thereof except for the purpose of excavations for the foundations of any building to be erected thereon AND it is requested that this covenant should be noted and appear on every future certificate of title for the said land hereby transferred or any part thereof as an encumbrance affecting the same.



4414-704 Pt 1

Area 3A 0R 35P

207 m Road Brown on L.P.

Enc as to the whole the lot herein

Abd. Russell 24.5.44
16.5.44
Ring extra Nil
6.6.44

DATED the 12th day of February 1944.

THE COMMON SEAL of CLARINDA POULTRY FARM PROPRIETARY LIMITED was hereto affixed by the authority of the Directors in the presence of

Walter H. Bayles Director
as Attorney Director
C. Stewart Secretary.



IMAGED

1971+

SIGNED by the said Walter Henry Fregon)
in Victoria in the presence of)

Walter Henry Fregon

J.P. Huggins

*J.P. sign
put letter P after
his signature*

Encumbrances referred to

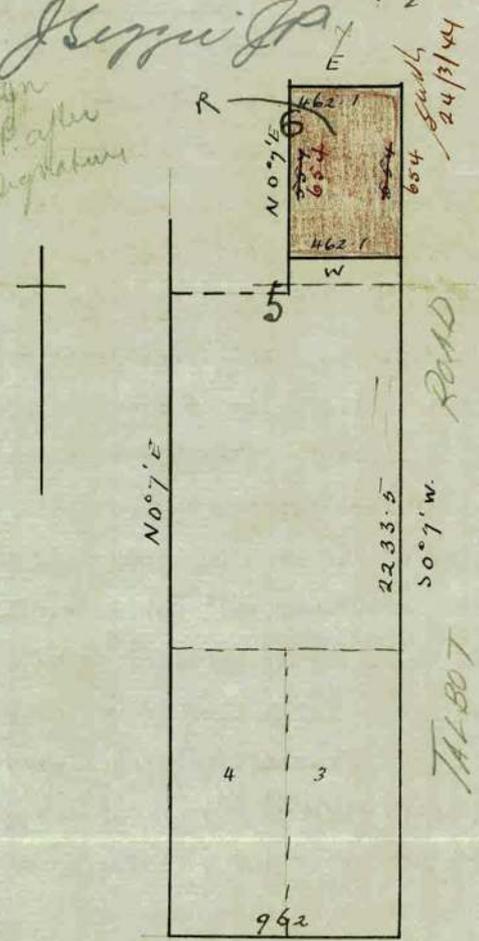
Nil.

I THE SAID WALTER HENRY FREGON the transferee in the above Instrument of Transfer declare that the transaction to which the said Instrument relates is not in contravention of any of the provisions of the National Security (Land Transfer) Regulations and that the said Instrument has not been signed in contravention of the said Regulations.

SIGNED by the said Walter Henry Fregon)
in the presence of)

Walter Henry Fregon

*J.P. sign
put J.P. after
his signature*



MEASUREMENTS IN LINKS

STEELE & STEELE
352 Collins Street
Melbourne.

TRANSFER

W. H. Fregon

to

Clarlinda Poultry Farm Pty. Ltd.

Dated 1944.

MEMORIAL OF INSTRUMENT

NATURE OF INSTRUMENT	TIME OF ITS PRODUCTION FOR REGISTRATION	TO WHOM GIVEN	REGISTERED IN THE REGISTER BOOK
TRANSFER AS TO PART	THE 8 th DAY OF <i>March</i> 1944	To <i>Walter Henry Fregon</i>	1909682

Le Torrance

ASSISTANT REGISTRAR OF TITLES

I CERTIFY THAT A MEMORIAL OF THE WITHIN INSTRUMENT WAS ENTERED AT THE TIME LAST MENTIONED IN THE REGISTER BOOK VOL 4414 FOL 882704

Le Torrance

ASSISTANT REGISTRAR OF TITLES

AK744344H

28/11/2013 \$66.50 113A



Application for Amendment or Alteration of Registered Proprietor's Address

Privacy Collection Statement
The information from this form is collected by the Registrar of Titles under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes.

Section 113(5) Transfer of Land Act 1958

Lodged by

Name: PIPER ALDERMAN Solicitors

Phone: (03) 8665 5555

Address: Level 24, 385 Bourke Street, Melbourne, Victoria 3000

Reference: GHT:382133

Customer Code: 4206F

The applicant applies to alter the address recorded in the Register to the address specified.

Land: *(volume and folio, and if applicable mortgage, charge or lease)*

Volume 10378 Folio 210, Volume 03645 Folio 846, Volume 06313 Folio 437, Volume 08186 Folio 871, Volume 08343 Folio 532 and Volume 09402 Folio 344

Applicant: *(full name and address including postcode)*

HUNTINGDALE ESTATE NOMINEES PTY LTD ACN 146 749 822 of Level 2, 649 Bridge Road, Richmond, Victoria 3121

Date: *27 November 2013*

Signature of Australian Legal Practitioner under the Legal Profession Act 2004 for applicant:

Piper Alderman

Approval No: 2325125A

Order to Register

Form 61

Please register and issue Certificate of Title to

Page 1 of 1

Signed

Customer Code

THE BACK OF THIS FORM MUST NOT BE USED

Land Victoria, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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.

Produced: 20/10/2022 04:00:42 PM

Dealing Number: AV960572R

Status: Completed

Date and Time Lodged: 15/08/2022 03:45:00 PM

Responsible Subscriber: GADENS LAWYERS

Customer Code: 16667Y

Reference:

APPLICATION TO WITHDRAW A NOMINATION OF AN ELECTRONIC CERTIFICATE OF TITLE

The Subscriber authorises the withdrawal of the nomination of the following electronic Certificate(s) of Title:

Certificate(s) of Title:

Volume 3645 Folio 846

Volume 6313 Folio 437

Volume 8186 Folio 871

Volume 8343 Folio 532

Volume 9402 Folio 344

Volume 10378 Folio 210

Signed by:

Grace Maggie Cunningham

(for GADENS LAWYERS)

Customer Code: 16667Y

Dated: 15 August 2022

File Notes:

NIL

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

Statement End.



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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Produced 20/10/2022 04:00:51 PM

Status	Registered	Dealing Number	AV960612G
Date and Time Lodged	15/08/2022 03:46:36 PM		

Lodger Details

Lodger Code	16667Y
Name	GADENS LAWYERS
Address	
Lodger Box	
Phone	
Email	
Reference	21904089 - Sterling

TRANSFER

Jurisdiction	VICTORIA
--------------	----------

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

3645/846
6313/437
8186/871
8343/532
9402/344
10378/210

Transferor(s)

Name	MELBOURNE SECURITIES CORPORATION LTD
ACN	160326545

Estate and/or Interest being transferred

Mortgage AR342526G

Consideration

Non-Monetary

Transferee(s)

Tenancy (inc. share)	Sole Proprietor
Name	STERLING GLOBAL CAPITAL SECURITIES PTY LTD



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

ACN	608154525
Address	
Floor Type	LEVEL
Floor Number	50
Street Number	525s
Street Name	COLLINS
Street Type	STREET
Locality	MELBOURNE
State	VIC
Postcode	3000

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 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 law and any Prescribed Requirement.

Executed on behalf of	STERLING GLOBAL CAPITAL SECURITIES PTY LTD
Signer Name	GRACE MAGGIE CUNNINGHAM
Signer Organisation	GADENS LAWYERS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	12 AUGUST 2022

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 law and any Prescribed Requirement.

Executed on behalf of	MELBOURNE SECURITIES CORPORATION LTD
Signer Name	GRACE MAGGIE CUNNINGHAM
Signer Organisation	GADENS LAWYERS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	12 AUGUST 2022

File Notes:

NIL

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

Statement End.



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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Produced: 20/10/2022 04:00:26 PM

Dealing Number: AV956115V

Status: Completed

Date and Time Lodged: 12/08/2022 04:50:07 PM

Responsible Subscriber: GADENS LAWYERS

Customer Code: 16667Y

Reference:

APPLICATION TO CONVERT AND NOMINATE PAPER CERTIFICATE OF TITLE TO AN ELECTRONIC INSTRUMENT

The Subscriber authorises the conversion of the following paper Certificate(s) of Title to electronic Certificate(s) of Title and their nomination to the instruments contained in the Lodgement Case shown below:

Certificate(s) of Title:

Volume 3645 Folio 846

Volume 6313 Folio 437

Volume 8186 Folio 871

Volume 8343 Folio 532

Volume 9402 Folio 344

Volume 10378 Folio 210

Lodgement Case ID: 496880533

Following the registration of the instruments in the Lodgement Case, return the eCT Control to the nominating Subscriber

Subscriber's Certification:

1. The Certifier has:

(a) retrieved; and

(b) either securely destroyed or made invalid,

the (duplicate) certificate(s) of title for the folio(s) of the Register listed in this Registry Instrument or Document.

Signed by:

Grace Maggie Cunningham

(for GADENS LAWYERS)

Customer Code: 16667Y

Dated: 12 August 2022



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

File Notes:

NIL

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

Statement End.



260593 1222 MISC \$56 \$505281N

\$505281N

Lodged by Maddock Lonie & Chisholm
Ref: GHP/RDG/156678

Titles Office Use Only

Code: 1167E

VICTORIA

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

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

LAND:

Certificates of Title Volume 8343 Folio 532, Volume 8186 Folio 871, Volume 8550 Folio 541, Volume 3645 Folio 846, Volume 6313 Folio 437 and Volume 9402 Folio 344

ADDRESS OF THE LAND:

North side of Centre Road, corner Talbot Avenue, South Oakleigh

RESPONSIBLE AUTHORITY:

Oakleigh City Council, Municipal Offices, Atherton Road, Oakleigh. Victoria

PLANNING SCHEME:

Oakleigh Planning Scheme

AGREEMENT DATE:

15 March, 1993

AGREEMENT WITH:

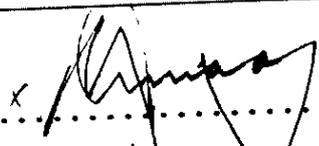
[ghp 9303311m.1:020493]

17/6/93

Consolidated Quarries Limited (A.C.N. 004 281 323)
1183 Toorak Road, Hartwell. Victoria

A copy of the Agreement is attached to this Application

Signature of the
Responsible Authority:

X 

Name of Officer:

ADRIAN HALLIDAY
PRINT NAME OF OFFICER
7th APRIL 1993 SIGNING

Date:

MADDOCK LONIE & CHISHOLM
SOLICITORS & NOTARY

DATED 15th day of March 1993

CITY OF OAKLEIGH

the Council

- and -

CONSOLIDATED QUARRIES LTD.
(A.C.N. 004 281 323)

the Owner

**Agreement Under Section 173 of the Planning and
Environment Act 1987**

: **Subject Land:** Centre Road South Oakleigh

440 Collins Street
MELBOURNE VIC 3000
Telephone: 288 0555
Our Ref: GHP/RDG/1556678
DX 259

THIS AGREEMENT is made the ^{15th} day of ¹⁹⁷³ *March* 1973 ✓

BETWEEN:

OAKLEIGH CITY COUNCIL of Municipal Offices,
Atherton Road, Oakleigh of Victoria
("the Council") ✓

- and -

CONSOLIDATED QUARRIES LIMITED (A.C.N. 004 281 323)
of 1183 Toorak Road, Hartwell of Victoria
("the Owner")

INTRODUCTION:

- A. The Owner is the registered proprietor of the whole of the land described in Certificates of Title Volume 8343 Folio 532, Volume 8186 Folio 871, Volume 8550 Folio 541, Volume 3645 Folio 846, Volume 6313 Folio 437 and Volume 9402 Folio 344 being situated on the north side of Centre Road, South Oakleigh and used for the purpose of extraction, re-washing, drying, blending, storage and sale of sands (collectively "the subject land"). ✓
- B. The Council is the Responsible Authority pursuant to the *Planning and Environment Act 1987* ("the Act") for the Oakleigh Planning Scheme ("the Scheme").
- C. In Planning Appeals Nod. 1990/35916, 1990/35924 and 1990/35932 to the Administrative Appeals Tribunal the Council has alleged (inter alia) that the use of the subject land is not in accordance with the Oakleigh Planning Scheme.
- D. In the said appeals the Owner has denied the allegations made by the Council and maintained the legitimacy of the use of the subject land.

E. In order to avoid the expense of further proceedings the Council and the Owner wish to enter into an Agreement pursuant to Section 173 of the Planning and Environment Act 1987 whereby the Owner binds itself to observe certain conditions on continued use of the subject land. ✓

F. The Council and the Owner have agreed that 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. ✓

G. The parties to this Agreement acknowledge that the Agreement provides for one or more of the following matters:

1. the prohibition, restriction or regulation of the use or development of land;
2. the conditions subject to which land may be used or developed for specified purposes;
3. a matter intended to achieve or advance the objectives of planning in Victoria.

IT IS AGREED:

1. DEFINITIONS

In this Agreement the terms and words set out in this clause shall have the following meanings unless otherwise indicated by the context:

- 1.1. "Owner" shall mean the person or persons 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.

2. INTERPRETATION

- 2.1. The singular includes the plural and the plural includes the singular.

- 2.2. A reference to a gender includes a reference to each other gender.
- 2.3. A reference to a person includes a reference to a firm, corporation or other corporate body.
- 2.4. If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- 2.5. A reference to a statute shall include any statutes amending, consolidating or replacing same and any regulations made under such statutes.
- 2.6. All headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this Agreement.

3. SUCCESSORS IN TITLE

Without limiting the operation or effect which this Agreement has, the Owner shall until such time as a memorandum of this Agreement is registered on the title to the subject land ensure that its successors in title:

- 3.1. give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- 3.2. execute under seal a deed agreeing to be bound by the terms of this Agreement and upon such execution this Agreement shall continue as if executed by such successors as well as by the parties to this Agreement as if the successor's name appeared in each clause in which the name of the Owner appears and in addition to the name of the Owner.

4. COVENANTS OF OWNER

4.1. The Owner shall forthwith pay on demand to the Council the Council's costs and expenses (including legal expenses) of and incidental to:

4.1.1. this Agreement and any amendment of this Agreement and anything done in connection with this Agreement

4.1.2. the preparation of an application pursuant to Section 181 of the Act enabling the registration of this Agreement at the Land Titles Office and any duties or fees payable in connection with either this Agreement, the registration of this Agreement at the Land Titles Office or in connection with any default of the Owner.

4.2. The Owner covenants and agrees that it will:

(Use and Operating conditions)

4.2.1. undertake early and rapid extraction of the sand remaining at the southern end of the site, generally in the area coloured yellow on the annexed site plan marked "A";

4.2.2. extracted sand shall be stockpiled in the area west of Talbot Avenue and north of the western sandpit generally in the area coloured red on the site plan;

4.2.3. hours of operation will be limited to 7 a.m. to 6 p.m., Monday to Friday inclusive and 7 a.m. to 1 p.m. on Saturdays provided

that operations may continue until 8 p.m. on Monday to Friday inclusive on condition that between 6 p.m. and 8 p.m. there will be no movement of vehicles or loaders on site associated with the drying plant operation save as required for essential plant maintenance. No operations are permitted on a Sunday or Public Holiday;

- 4.2.4. at all times the noise levels emanating from the plant shall not exceed those specified at the date of this Agreement for the time period 6 p.m. to 10 p.m. under the State Environment Protection Policy N-1;
- 4.2.5. as soon as is practicable seal the access road from Centre Road to the sand drying plant to the satisfaction of an Inspector of Mines and Quarries in consultation with the City Engineer, City of Oakleigh;
- 4.2.6. ensure that any front end loader operated on site shall be a unit able to operate within the permissible noise level;
- 4.2.7. within 14 days of the execution of this Agreement apply for all necessary building approvals to construct additional hopper capacity, so as to ensure that raw material stockpiles will not be required. The Owner will complete the construction of the additional hopper capacity within three months of the grant of such approvals. During the period while such hopper capacity is being provided, the Owner will use its best endeavours to reduce the size of stockpiles of raw material;

- 4.2.8. After completion of the said additional hopper capacity, if reasonably requested to do so by any affected resident having a line of sight from his or her property to the stockpiles on site, screen such stockpiles from view by shade cloth or similar means.

(Filling and End Use)

- 4.2.9. when extraction at the southern end of the site is completed as required in Clause 4.2.1, forthwith drain the eastern dam (being the area generally coloured blue and marked "eastern dam" on the site plan) and permit filling of the eastern dam commencing from its north-west corner;

- 4.2.10. make the site of the eastern dam available to Council or to third parties at Council's direction to accept clean fill on a no charge basis to enable the dam to be filled as quickly as possible, subject to reasonable notice being give of large volumes of fill;

- 4.2.11. with respect to all other airspace within the subject land, make such airspace available to the Council for the purpose of tipping using clean fill by the Council or third parties at Council's direction on the following terms:

- (i) no rates are charged to the Owner during the period that any area of land is in the control of the

- 7 -

Council for the purpose of tipping and/or reclamation with respect to such area;

- (ii) that all tipping is carried out in accordance with all applicable statutory requirements and in compliance with all applicable requirements for reclamation and rehabilitation of the site;
- (iii) that tipping only takes place in such area as the Owner from time to time indicates is no longer required for the purpose of excavation or of the Owner's operations on the remainder of the land;
- (iv) that any tipping and/or reclamation operations do not directly or indirectly interfere with the Owner's operations on the remainder of the land;
- (v) that the Council keep the area in which tipping operations are in progress securely fenced and be responsible to ensure that all land within the control of the Council for tipping or reclamation purposes is kept free of accumulations of water;
- (vi) that upon reclamation, the land be appropriately consolidated, resoiled and levelled.

- 4.2.12. ensure that no clay-slimes shall be deposited or permitted in the western sandpit;
- 4.2.13. if required by Council, transfer filled or unfilled land progressively to the Council at a negotiated fair market price;
- 4.2.14. use its best endeavours to make an area immediately behind the Clarinda Centre (coloured green on the site plan) available for transfer to the Council at a negotiated fair market price and will engage in negotiations with Council regarding the transfer of such area as soon as possible after October 1993;
- 4.2.15. ensure that use of the subject land for the purpose of extraction, re-washing, drying, blending, storage or sale of sands shall finish on the 31 December 2014;
- 4.2.16. carry out and comply with the requirements of all statutory authorities in relation to the development of the subject land and comply with all statutes, regulations, by-laws, local laws and planning controls in relation to the subject land;
- 4.2.17. do all things necessary including the signing of any further agreements, undertakings, covenants and consents, approvals or other documents necessary for the purpose of ensuring that it carries out its covenants, agreements and obligations under this Agreement and to

enable the Council to enforce the performance by the Owner of such covenants and undertakings;

4.2.18. consent to the Council entering a memorandum of this Agreement on the certificate of title to the subject land in accordance with Section 181 of the Act and do all things necessary to enable the Council to do so including signing any further agreement, acknowledgment or document to enable the memorandum to be registered under that Section.

5. **CONSULTATIVE COMMITTEE**

The Owner and the Council will establish a Consultative Committee for the purposes of monitoring compliance with this Agreement and any relevant licences and permits. The Consultative Committee shall comprise two representatives of the Owner, one representative of the Department of Manufacturing and Industry Development, three representatives from the Council and three local residents. The Owner's representatives shall represent the occupiers of the land and shall be familiar with all operations on the land. Meetings shall be held three monthly or as determined by the Committee. A quorum for any meeting shall consist of at least four persons comprising one Owner representative, one Council representative and two local residents.

6. **DEFAULT OF OWNER**

In the event of the Owner defaulting or failing to perform any of its obligations under this Agreement, the Council may without prejudice to any other remedies rectify such default and the cost of any works undertaken by the Council to rectify any default shall be borne by the Owner

and any such costs shall until paid be and remain a charge on the said land and shall be capable of being recovered by the Council in any Court of competent jurisdiction as a civil debt recoverable summarily.

7. INDEMNITY

The Owner covenants and agrees that it will indemnify and keep indemnified the Council, its officers, servants, agents, workmen and contractors from and against all costs expenses, losses or damages whatsoever which the Council its officers, servants, agents, workmen and contractors may sustain, incur or suffer or be or become liable for or in respect of any suit, action, proceeding, judgment or claim brought by any person whatsoever arising from or referable to the carrying out of works referred to in Clause 6 of this Agreement.

8. ACKNOWLEDGEMENT AND UNDERTAKING

8.1. The parties acknowledge that the Administrative Appeals Tribunal proceedings have been struck out in consideration of the terms and conditions of this Agreement.

8.2. The Council undertakes not to bring any further proceedings in respect of alleged past breaches of the permit conditions.

8.3. The Council undertakes that provided the Owner is in compliance with the terms and conditions of this Agreement, the Council will not bring any further proceedings or provide direct or indirect assistance save in the normal course of its responsibilities to any other parties to bring proceedings asserting that the uses referred to in the Agreement are prohibited prior to 31 December 2014.

9. GENERAL

9.1. Notices

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

- (i) by delivering it personally to that party; or
- (ii) by sending it by post, postage pre-paid addressed to that party at his address set out in this Agreement or subsequently notified to each party from time to time.

9.1.2. A notice or other communication is deemed served, if delivered, upon delivery and, if posted, on the expiration of two business days after the date of posting.

9.2. Further Assurance

Each of the parties to this Agreement shall respectively sign and execute all further documents and deeds and do all acts and things as the other parties shall reasonably require for completely effecting this Agreement.

9.3. No Waiver

Any time or other indulgence granted by the Council to the Owner or any judgment 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.

9.4. Severability

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

9.5. No Fettering of Council's Powers

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of the Council to make or impose requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the subject land.

EXECUTED by the parties on the date set out at the commencement of this Agreement.

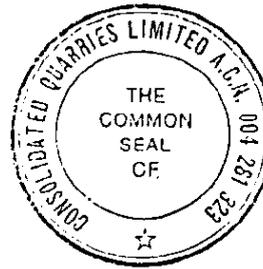
THE CORPORATE SEAL of THE)
MAYOR COUNCILLORS AND CITIZENS)
OF THE CITY OF OAKLEIGH was)
hereunto affixed in the)
presence of)

..... *[Signature]* Mayor

..... *[Signature]* Councillor

..... *[Signature]* Town Clerk/Chief Executive

THE COMMON SEAL of THE)
CONSOLIDATED QUARRIES LTD)
was hereunto affixed in)
accordance with its Articles)
of Association in the presence)
of:)



..... *J. Newlands* Director

..... *Adams* Director/Secretary

month/HPT/D/3320003 KR

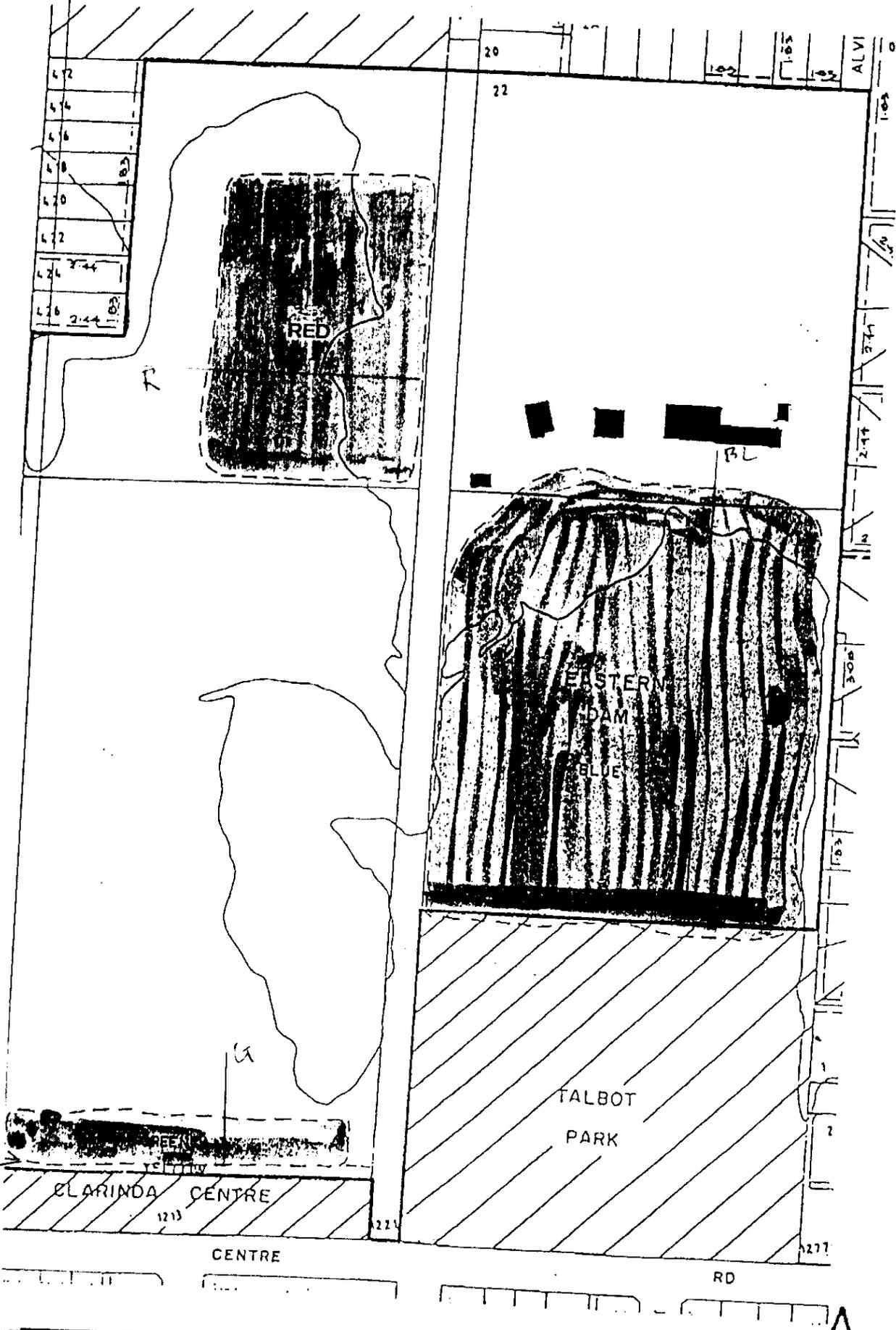
BY: CITY OF OAKLEIGH

31- 8-92 ; 2:30PM ;

6135681690-

61 3 6700062:# 2

PIONEER CONCRETE (VIC) P/L SAND EXTRACTION SITE



COLOUR CODE
 Y = Yellow G = Green O = Orange
 BL = Blue BR = Brown CH = Cross Hatched
 R = Red P = Purple PK = Pink H = Hatched

THE LAND COLOURED BLUE IS APPROPRIATED OR SET APART FOR EASEMENTS OF DRAINAGE AND SEWERAGE

THE LAND COLOURED BROWN IS APPROPRIATED OR SET APART FOR ROADS

PLAN OF SUBDIVISION

Part of Crown Allotment 6. Section 2

PARISH OF MORDIALLOC

COUNTY OF BOURKE

LP 12090

EDITION 1

PLAN MAY BE

LOGGED 27/04/1927

COLOUR CODE

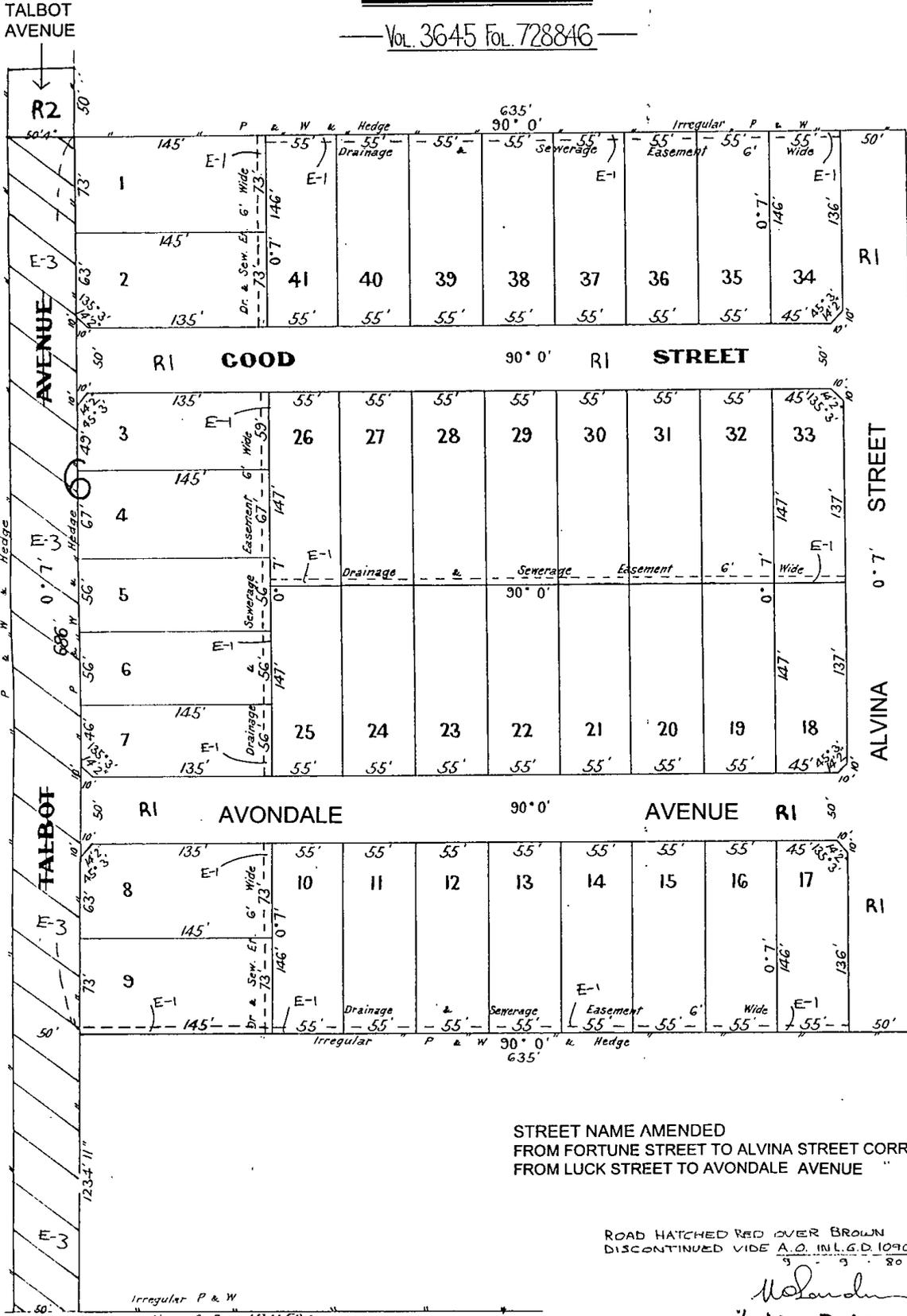
E-1 = BLUE

R1&R2 = BROWN

E-3 = HATCHED RED OVER BROWN

Scale 100 Feet to an Inch

Vol. 3645 Fol. 728846



7

STREET NAME AMENDED
 FROM FORTUNE STREET TO ALVINA STREET CORR 60/31331
 FROM LUCK STREET TO AVONDALE AVENUE

ROAD HATCHED RED OVER BROWN
 DISCONTINUED VIDE A.O. IN L.G.D. 1090

M. Landau
 Assistant Registrar of Titles

CENTRE ROAD

AK744344H

28/11/2013 \$66.50 113A



Application for Amendment or Alteration of Registered Proprietor's Address

Privacy Collection Statement
The information from this form is collected by the Registrar of Titles under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes.

Section 113(5) Transfer of Land Act 1958

Lodged by

Name: PIPER ALDERMAN Solicitors

Phone: (03) 8665 5555

Address: Level 24, 385 Bourke Street, Melbourne, Victoria 3000

Reference: GHT:382133

Customer Code: 4206F

The applicant applies to alter the address recorded in the Register to the address specified.

Land: *(volume and folio, and if applicable mortgage, charge or lease)*

Volume 10378 Folio 210, Volume 03645 Folio 846, Volume 06313 Folio 437, Volume 08186 Folio 871, Volume 08343 Folio 532 and Volume 09402 Folio 344

Applicant: *(full name and address including postcode)*

HUNTINGDALE ESTATE NOMINEES PTY LTD ACN 146 749 822 of Level 2, 649 Bridge Road, Richmond, Victoria 3121

Date: *27 November 2013*

Signature of Australian Legal Practitioner under the Legal Profession Act 2004 for applicant:

Piper Alderman

Approval No: 2325125A

Order to Register

Form 61

Please register and issue Certificate of Title to

Page 1 of 1

Signed

Customer Code

THE BACK OF THIS FORM MUST NOT BE USED

Land Victoria, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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.

Produced 20/10/2022 04:02:38 PM

Status	Registered	Dealing Number	AV960612G
Date and Time Lodged	15/08/2022 03:46:36 PM		

Lodger Details

Lodger Code	16667Y
Name	GADENS LAWYERS
Address	
Lodger Box	
Phone	
Email	
Reference	21904089 - Sterling

TRANSFER

Jurisdiction	VICTORIA
--------------	----------

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

3645/846
6313/437
8186/871
8343/532
9402/344
10378/210

Transferor(s)

Name	MELBOURNE SECURITIES CORPORATION LTD
ACN	160326545

Estate and/or Interest being transferred

Mortgage AR342526G

Consideration

Non-Monetary

Transferee(s)

Tenancy (inc. share)	Sole Proprietor
Name	STERLING GLOBAL CAPITAL SECURITIES PTY LTD



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

ACN	608154525
Address	
Floor Type	LEVEL
Floor Number	50
Street Number	525s
Street Name	COLLINS
Street Type	STREET
Locality	MELBOURNE
State	VIC
Postcode	3000

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 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 law and any Prescribed Requirement.

Executed on behalf of	STERLING GLOBAL CAPITAL SECURITIES PTY LTD
Signer Name	GRACE MAGGIE CUNNINGHAM
Signer Organisation	GADENS LAWYERS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	12 AUGUST 2022

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 law and any Prescribed Requirement.

Executed on behalf of	MELBOURNE SECURITIES CORPORATION LTD
Signer Name	GRACE MAGGIE CUNNINGHAM
Signer Organisation	GADENS LAWYERS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	12 AUGUST 2022

File Notes:

NIL

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

Statement End.



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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Produced: 20/10/2022 04:02:27 PM

Dealing Number: AV960572R

Status: Completed

Date and Time Lodged: 15/08/2022 03:45:00 PM

Responsible Subscriber: GADENS LAWYERS

Customer Code: 16667Y

Reference:

APPLICATION TO WITHDRAW A NOMINATION OF AN ELECTRONIC CERTIFICATE OF TITLE

The Subscriber authorises the withdrawal of the nomination of the following electronic Certificate(s) of Title:

Certificate(s) of Title:

Volume 3645 Folio 846

Volume 6313 Folio 437

Volume 8186 Folio 871

Volume 8343 Folio 532

Volume 9402 Folio 344

Volume 10378 Folio 210

Signed by:

Grace Maggie Cunningham

(for GADENS LAWYERS)

Customer Code: 16667Y

Dated: 15 August 2022

File Notes:

NIL

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Statement End.



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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Produced: 20/10/2022 04:02:24 PM

Dealing Number: AV956115V

Status: Completed

Date and Time Lodged: 12/08/2022 04:50:07 PM

Responsible Subscriber: GADENS LAWYERS

Customer Code: 16667Y

Reference:

APPLICATION TO CONVERT AND NOMINATE PAPER CERTIFICATE OF TITLE TO AN ELECTRONIC INSTRUMENT

The Subscriber authorises the conversion of the following paper Certificate(s) of Title to electronic Certificate(s) of Title and their nomination to the instruments contained in the Lodgement Case shown below:

Certificate(s) of Title:

Volume 3645 Folio 846

Volume 6313 Folio 437

Volume 8186 Folio 871

Volume 8343 Folio 532

Volume 9402 Folio 344

Volume 10378 Folio 210

Lodgement Case ID: 496880533

Following the registration of the instruments in the Lodgement Case, return the eCT Control to the nominating Subscriber

Subscriber's Certification:

1. The Certifier has:

(a) retrieved; and

(b) either securely destroyed or made invalid,

the (duplicate) certificate(s) of title for the folio(s) of the Register listed in this Registry Instrument or Document.

Signed by:

Grace Maggie Cunningham

(for GADENS LAWYERS)

Customer Code: 16667Y

Dated: 12 August 2022



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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

VOLUME 03645 FOLIO 846

Security no : 124101292782D
Produced 20/10/2022 04:01 PM

LAND DESCRIPTION

Lots
1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,
30,31,32,33,34,35,36,37,38,39,40 and 41 on Plan of Subdivision 012090 and Road
R1 on Plan of Subdivision 012090.
PARENT TITLE Volume 01615 Folio 960
Created by instrument 0698163 16/10/1912

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
HUNTINGDALE ESTATE NOMINEES PTY LTD of LEVEL 2 649 BRIDGE ROAD RICHMOND VIC
3121
AH638598S 26/11/2010

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AR342526G 13/08/2018
STERLING GLOBAL CAPITAL SECURITIES PTY LTD
TRANSFER OF MORTGAGE AV960612G 15/08/2022

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 or imaged folio set out under DIAGRAM LOCATION below.

AGREEMENT Section 173 Planning and Environment Act 1987
S505281N 26/05/1993

DIAGRAM LOCATION

SEE LP012090 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER STATUS DATE
AV956115V (E) CONV PCT & NOM ECT TO LC Completed 12/08/2022
AV960572R (E) REMOVAL OF NOMINATION Completed 15/08/2022
AV960612G (E) TRANSFER OF MORTGAGE Registered 15/08/2022

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

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

ADMINISTRATIVE NOTICES

NIL

eCT Control 16667Y GADENS LAWYERS
Effective from 15/08/2022

DOCUMENT END