

## Register Search Statement - Volume 11993 Folio 859

Copyright State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 (Vic) 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, LANDATA REGD TM System, Victorian Land Registry Services Pty. Ltd. ABN 86 627 986 396 as trustee for the Victorian Land Registry Services Trust ABN 83 206 746 897 accept responsibility for any subsequent release, publication or reproduction of the information.

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

VOLUME 11993 FOLIO 859

Security no : 124086639037M  
Produced 18/11/2020 09:28 AM

LAND DESCRIPTION

Land in Plan of Consolidation 366608D.

PARENT TITLES :

Volume 11530 Folio 241          Volume 11810 Folio 610  
Created by instrument AR148051M 20/06/2018

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

NEWMARK CAPITAL LTD of LEVEL 9 644 CHAPEL STREET SOUTH YARRA VIC 3141  
AR148051M 20/06/2018

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AR148052K 20/06/2018  
AET CORPORATE TRUST PTY LTD

CAVEAT AK377742P 31/05/2013

Caveator

TELSTRA CORPORATION LTD

Grounds of Claim

LEASE WITH THE FOLLOWING PARTIES AND DATE.

Parties

CPT CUSTODIAN PTY LTD

Date

04/04/2012

Estate or Interest

LEASEHOLD ESTATE

Prohibition

UNLESS AN INSTRUMENT IS EXPRESSED TO BE SUBJECT TO MY/OUR CLAIM

Lodged by

AUSTRALIAN GOVERNMENT SOLICITOR

Notices to

AUSTRALIAN GOVERNMENT SOLICITOR of LEVEL 34 600 BOURKE STREET MELBOURNE VIC 3000

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 as to part Section 173 Planning and Environment Act 1987  
AC748820Y 20/03/2004

DIAGRAM LOCATION

-----

SEE PC366608D FOR FURTHER DETAILS AND BOUNDARIES

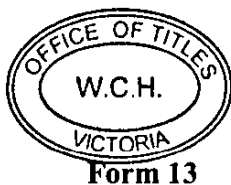
ACTIVITY IN THE LAST 125 DAYS

-----

NIL

DOCUMENT END

**The information supplied has been obtained by SAI Global Property Division Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System. Delivered at 18/11/2020, for Order Number 65209186. Your reference: MA11399.**



AC748820Y

20/03/2004 \$63 173



Section 181

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

Planning and Environment Act 1987

Lodged at the Land Titles office by:

Name: Monash City Council
Phone: 9518 3555
Address: 293 Springvale Road, Glen Waverley 3150
Customer Code: 9879X

The Authority having made an agreement referred to in section 181(1) of the Planning and Environment Act 1987 requires a recording to be made in the Register for the land.

Land: Volume 9584 Folio 399
Authority: Monash City Council
293 Springvale Road, Glen Waverley 3150

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

A copy of the Agreement is attached to this Application.

Signature for the Authority:

[Handwritten signature]

Name of Officer: GRAHAM WILKIE
Senior Statutory Planner - Major Projects

Date:



DRC748820Y-1-3

20 MAR 2004

III  
M **AC748820Y**  
20/03/2004 \$63 173



Law  
140

Melbourne-Victoria 3000 AUSTRALIA

Telephone 61 3 9288 0555

Facsimile 61 3 9288 0666

Email info@maddocks.com.au

www.maddocks.com.au

DX 259 Melbourne

Date 9 / 03 / 2004

**Agreement under Section 173  
of the Planning and Environment Act 1987**  
Subject Land: Brandon Park Shopping Centre, Wheelers Hill

Monash City Council  
and

Sandhurst Trustees Limited  
ACN 004 030 737



**DAC748820Y-2-1**

Interstate office  
Sydney  
Affiliated offices  
Adelaide, Beijing, Brisbane, Colombo,  
Dubai, Hong Kong, Jakarta, Kuala Lumpur,  
Manila, Mumbai, New Delhi, Perth,  
Singapore, Tianjin

AC748820Y

20/03/2004 \$63 173



# Table of Contents

- 1. DEFINITIONS..... 1
- 2. INTERPRETATION ..... 2
- 3. SPECIFIC OBLIGATIONS OF THE OWNER..... 3
  - 3.1 Public Open Space Contribution ..... 3
  - 3.2 Limitation of Liability of Sandhurst Trustees Limited..... 3
- 4. FURTHER OBLIGATIONS OF THE OWNER ..... 4
  - 4.1 Notice and Registration..... 4
  - 4.2 Further actions..... 4
  - 4.3 Council's Costs to be Paid ..... 4
- 5. AGREEMENT UNDER SECTION 173 OF THE ACT ..... 4
- 6. OWNER'S WARRANTIES ..... 5
- 7. SUCCESSORS IN TITLE ..... 5
- 8. GENERAL MATTERS..... 5
  - 8.1 Notices..... 5
  - 8.2 Service of Notice..... 5
  - 8.3 No Waiver ..... 6
  - 8.4 Severability ..... 6
  - 8.5 No Fettering of Council's Powers ..... 6
- 9. COMMENCEMENT OF AGREEMENT..... 6
- 10. ENDING OF AGREEMENT..... 6



DAC748820Y-3-0

# Agreement under Section 173 of the Planning and Environment Act 1987

DATE 9 / 03 / 2004

AC748820Y

20/03/2004 \$63 . 173



**BETWEEN**

MONASH CITY COUNCIL  
of 293 Springvale Road, Glen Waverley

(Council)

**AND**

SANDHURST TRUSTEES LIMITED ACN 004 030 737  
of ~~Level 2, Fountain Court, Bendigo~~  
LEVEL 1, 410 COLLINS ST MELBOURNE

(Owner)

**RECITALS**

- A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. On 13 August 2003 Council issued Planning Permit No. TPA/30327 (**Planning Permit**) allowing the Subject Land to be subdivided into two (2) lots and part removal of a drainage and sewerage easement running north from Collegium Avenue in accordance with a plan to be endorsed under condition 1 of the Planning Permit. Condition 3 of the Planning Permit requires the Owner to enter into this Agreement to provide for the matters set out in that condition. A copy of the Planning Permit is attached to this Agreement and marked 'A'.
- D. As at the date of this Agreement, the Subject Land is encumbered by Mortgage No. U961194F in favour of the Mortgagee. The Mortgagee has consented to the Owner entering into this Agreement with respect to the Subject Land.
- E. The parties enter into this Agreement:
  - E.1 to give effect to the requirements of the Planning Permit; and
  - E.2 to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

**THE PARTIES AGREE**

**1. DEFINITIONS**



DAC748820Y-4-8

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

**Act** means the *Planning and Environment Act 1987*.

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

**Endorsed Plan** means the plan endorsed with the stamp of Council from time to time as the plan which forms part of the Planning Permit. A copy of the plan endorsed as at the date of this Agreement is attached to this Agreement and marked with the letter 'B'.

**lot** means a lot on the Endorsed Plan.

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

**Owner** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of it and includes a Mortgagee-in-possession.

**party or parties** means the Owner and Council under this Agreement as appropriate.

**Planning Scheme** means the Monash Planning Scheme and any other planning scheme that applies to the Subject Land.

**Subject Land** means part of the land situated at Brandon Park Shopping Centre, Wheelers Hill being part of the land referred to in Certificate of Title Volume 9584 Folio 399 and more particularly being Lot 1 on the Endorsed Plan and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

**2. INTERPRETATION**

In this Agreement unless the context admits otherwise:



DAC748820Y-5-6

- 2.1 The singular includes the plural and vice versa.
- 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 and that person's successors in law.
- 2.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- 2.5 A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.
- 2.6 A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
- 2.7 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- 2.8 The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land provided that if the Subject Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

**AC748820Y**

20/03/2004 \$63 173



AC748820Y

20/03/2004 \$63- 173



**3. SPECIFIC OBLIGATIONS OF THE OWNER**

**3.1 Public Open Space Contribution**

The Owner agrees that:

- 3.1.1 upon the further subdivision of the Subject Land, the Owner will make a public open space contribution to Council, which must be equivalent to 5% of the site value of the Subject Land;
- 3.1.2 the public open space contribution will be calculated in accordance with section 19 of the *Subdivision Act* 1988; and
- 3.1.3 the payment of the public open space contribution will be payable to the Council prior to the issue of a statement of compliance for the further subdivision of the Subject Land pursuant to section 21 of the *Subdivision Act* 1988.

**3.2 Limitation of Liability of Sandhurst Trustees Limited**

3.2.1 The parties acknowledge and agree that:

- 3.2.1.1 the Owner has entered into this Agreement in its capacity as the custodian of the MCS Joint Acquisition of Melbourne-Brisbane Retail & Bulky Goods Trust Deed dated 30 April 1997 as amended (**the Trust**) and in no other capacity;
- 3.2.1.2 subject to Clause 3.2.3, the Owner is not liable to pay or satisfy any of its obligations under this Agreement and has no liability to the other parties, except to the extent of the Owner's right or indemnity out of the assets of the Trust; and
- 3.2.1.3 if those assets are insufficient, the other parties, subject to Clause 3.2.3, may not seek to recover any shortfall by bringing proceedings against the Owner personally and may not seek the appointment of a liquidator, administrator, receiver or similar person to the Owner in any liquidation, administration or arrangement of or affecting the Owner.

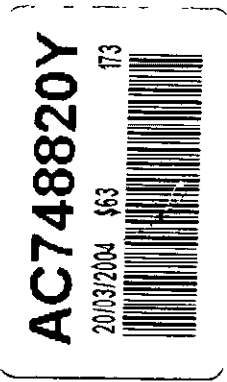


DAC748820Y-6-4

- 3.2.2 Subject to Clause 3.2.3, each other party waives its rights and releases the Owner from any personal liability whatsoever in respect of any loss or damage which cannot be paid or satisfied out of the assets of the Trust.
- 3.2.3 The Owner is liable personally and is not released to the extent that a liability under this Agreement arises out of the Owner's own fraud, gross negligence, breach of trust or breach of duty which disentitles it from an indemnity out of the assets of the Trust in relation to the relevant liability.
- 3.2.4 Notwithstanding any other provision of this Agreement, the liability of the Owner is limited by the provisions of this Clause 3.2. In the event of



any inconsistency with any other provision of this Agreement, this Clause is paramount.



3.2.5 Where the Owner, in its capacity as custodian of the Trust, appoints an agent to act on its behalf:

3.2.5.1 the agent is not the agent of the Owner in its personal capacity;

3.2.5.2 accordingly, the agent cannot act on behalf of the Owner in a way which exposes the Owner to any personal liability;

3.2.5.3 therefore no act or omission of such agent will be of itself considered fraud, negligence, breach of trust or breach of duty on the Owner for the purpose of Clause 3.2.3.

3.2.6 The parties agree that the reference to an agent in Clause 3.2.5 does not include an officer or employee of the Owner.

**4. FURTHER OBLIGATIONS OF THE OWNER**

**4.1 Notice and Registration**

The Owner further covenants and agrees that the Owner will bring this Agreement to the attention of all prospective purchasers, lessees, mortgagees, chargees, transferees and assigns.

**4.2 Further actions**

The Owner further covenants and agrees that:



4.2.1 the Owner will do all things necessary to give effect to this Agreement;

4.2.2 the Owner will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject Land in accordance with Section 181 of the Act and do all things necessary to enable Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.

**4.3 Council's Costs to be Paid**

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

**5. AGREEMENT UNDER SECTION 173 OF THE ACT**

Council and the Owner agree that without limiting or restricting the respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made as a Deed pursuant to Section 173 of the Act, and the obligations of the Owner under this

Agreement are obligations to be performed by the Owner as conditions subject to which the Subject Land may be used and developed for specified purposes.

**6. OWNER'S WARRANTIES**

---

Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

**7. SUCCESSORS IN TITLE**

---

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

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

**8. GENERAL MATTERS**

---

**8.1 Notices**

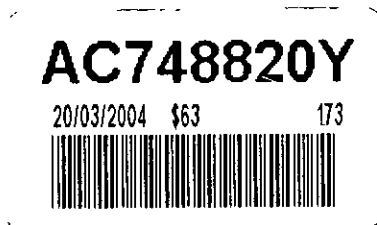
A notice or other communication required or permitted to be served by a party on another party must be in writing and may be served:

- 8.1.1 by delivering it personally to that party;
- 8.1.2 by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or
- 8.1.3 by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.

**8.2 Service of Notice**

A notice or other communication is deemed served:

- 8.2.1 if delivered, on the next following business day;
- 8.2.2 if posted, on the expiration of 7 business days after the date of posting; or
- 8.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.



**8.3 No Waiver**

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

**8.4 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 must be severed and the other provisions of this Agreement will remain operative.

**8.5 No Fettering of Council's Powers**

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

**9. COMMENCEMENT OF AGREEMENT**

---

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

**10. ENDING OF AGREEMENT**

---

- 10.1 This Agreement ends when the Owner has complied with all of the obligations imposed on the Owner under this Agreement.
- 10.2 If this Agreement relates to more than one lot and the owner of that lot has complied with all of the obligations in relation to that lot, the owner of that lot may request Council to end this Agreement in relation to that lot.
- 10.3 As soon as reasonably practicable after the Agreement has ended, Council will, at the request and at the cost of the Owner make application to the Registrar of Titles under Section 183(1) of the Act to cancel the recording of this Agreement on the register.

**SIGNED, SEALED AND DELIVERED** as a Deed by the parties on the date set out at the commencement of this Agreement.

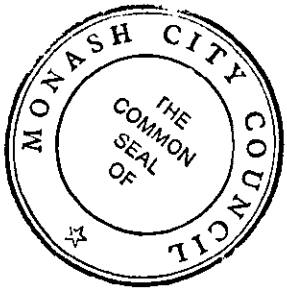
**AC748820Y**

20/03/2004 \$63 173



DAC748820Y-9-9

THE COMMON SEAL of MONASH CITY COUNCIL was hereunto affixed this 9th day of March 2004 in the presence of:



*[Signature]*

*[Signature]* Manager Corporate Administration

THE COMMON SEAL of SANDHURST TRUSTEES LIMITED ACN 004 030 737 was affixed in the presence of authorised persons:



*[Signature]*  
LEONARD FRANCIS O'BRIEN

Director  
Alternate Director  
Full name

1/410 Collins St. Melbourne

Usual address

*[Signature]*  
GREGORY WILLIAM DUNCAN

Director (or Company Secretary)  
Client Relationship Officer  
Full name

1/410 Collins St. Melbourne

Usual address

Mortgagee's Consent



MCS Capital Pty Ltd as Mortgagee of registered mortgage No. U961194F consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

*[Signature]* ANDREW T. SCOTT  
DIRECTOR



*[Signature]* - PHILIPPA KELLY  
COMPANY SECRETARY

A

Form 44

# PLANNING PERMIT

Permit No.: **TPA/30327**  
 Planning Scheme: **Monash Planning Scheme**  
 Responsible Authority: **Monash City Council**

## ADDRESS OF THE LAND

CP/Brandon Park Shopping Centre WHEELERS HILL VIC 3150

# AC748820Y



## THE PERMIT ALLOWS

Subdivision of the land into two lots and part removal of a drainage and sewerage easement running north from Collegium Avenue.

## THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT

1. Before the plan of subdivision can be certified three copies of an amended plan drawn to scale and dimensioned must be submitted to and approved by the Responsible Authority. When approved the plan will be endorsed and will then form part of the permit.

The plan must be generally in accordance with *the plan submitted with the application* but modified to show:

- (a) Easements as required by Yarra Valley Water
2. The subdivision as shown on the endorsed plans must not be altered without the prior written consent of the Responsible Authority.
  3. The applicant or owner must pay to the Council a sum equivalent to 5 per cent of the site value of all land in the subdivision being a contribution for Public Open Space. This requirement must be met as follows:
    - a) The amount of \$72,000 being 5% of the current site value of Lot 2, to be paid prior to the issue of a Statement of Compliance under Section 21 of the Subdivision Act in respect of the subdivision approved under this permit; and



Date issued:  
13 August 2003

Signature for the  
Responsible Authority:

AC748820Y

20/03/2004 \$63 173



# PLANNING PERMIT

TPA/30327

- b) Prior to the certification of a Plan of Subdivision pursuant to this permit, the owner of the land to which this permit relates must enter into an agreement with the Responsible Authority under Section 173 of the Planning and Environment Act 1987. In addition to the usual mechanical provisions, the agreement must provide for the following matters:
  - (i) Payment of the public open space contribution, equivalent to 5 per cent of the site value of Lot 1 approved under this permit prior to the issue of a Statement of Compliance of any future subdivision of Lot 1.
  - (ii) The costs of the Responsible Authority in relation to the agreement are to be borne by the owner.
  
- 4. The owner of the land must enter into agreements with relevant authorities for the provision of water supply, drainage, sewerage facilities, electricity, gas and telecommunications services to each lot shown on the endorsed plan in accordance with that authority's requirements and relevant legislation at the time.
  
- 5. All existing and proposed easements and sites for existing or required utility services and roads on the land must be set aside in the plan of subdivision submitted for certification in favour of the relevant authority for which the easement or site is to be created.
  
- 6. The plan of subdivision submitted for certification under the Subdivision Act 1988 must be referred to the relevant authority in accordance with Section 8 of that Act.

Conditions required by Yarra Valley Water (Ref: 32620)

- 7. The owner of the subject land must enter into an agreement with Yarra Valley Water for the provision of water supply.
  
- 8. The owner of the subject land must enter into an agreement with Yarra Valley Water for the provision of sewerage.

Date issued:  
13 August 2003

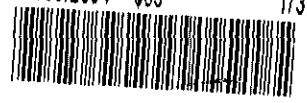
Signature for the  
Responsible Authority:



DAC748820Y-12-3

AC748820Y

20/03/2004 \$63 173



# PLANNING PERMIT

TPA/30327

9. This permit will expire if one of the following circumstances applies:
- (a) the subdivision is not started within *two* years of the date of this permit;
  - (b) the subdivision is not completed within *four* years of the date of starting.
- \* The Responsible Authority may extend the periods referred to if a request is made in writing before the permit expires or within three months afterwards.



DRC748820Y-13-7

Date issued:  
13 August 2003

Signature for the  
Responsible Authority:

**PLAN OF SUBDIVISION** Stage No. **LR use only** Plan Number **PS 446286Q** B'  
**EDITION**


**Location of Land**  
**Parish:** Mulgrave  
**Crown Portion:** 79 (Part)  
**Title Reference:** Vol. 9584 Fol. 399  
**Last Plan Reference:** CP155409  
**Postal Address:** SPRINGVALE ROAD  
 (at time of subdivision) WHEELERS HILL VIC 3150  
**AMG Co-ordinates** E 338 200 ZONE 55  
 (of approx. centre of land N 5803 000  
 in plan)

**Council Certification and Endorsement**  
**Council Name:** CITY OF MONASH **Ref:** TPS/7309  
 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 / /  
 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 / /  
 Re-certified under section 11(7) of the Subdivision Act 1988  
**Council delegate**  
**Council seal**  
 Date / /

**Vesting of Roads or Reserves**

Identifier	Council/Body/Person
HUAD R1	ROADS CORPORATION

**AC748820Y**  
 20/03/2004 \$63 173  


**Notations**  
**Other Purpose of the Plan**  
*Removal of that part of the Drainage & sewerage easement (created in LP68230 running in a northerly direction from Collegium Avenue*  
**Staging** This is not a staged subdivision  
 Planning Permit No. TPA/30327  
**Depth Limitation** DOES NOT APPLY  
**Grounds for Removal of Easement**  
 City of Monash Planning Permit Number TPA/30327  
**Survey** This plan is based on survey  
 This survey has been connected to permanent marks no 469  
 In proclaimed Survey Area No. —  
  
 DAC748820Y-14-1


**Easement Information**

**Legend:** A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL THE LAND IN THIS PLAN

Easement Reference	Purpose	Width (Metres)	Origin	Land benefitted/In Favour Of
E-1	DRAINAGE	1.83	Inst. H61201	MELBOURNE WATER CORPORATION
E-1	SEWERAGE	1.83	THIS PLAN	YARRA VALLEY WATER
E-2	DRAINAGE & SEWERAGE	6.10	LP64473	LOTS ON LP64473
E-2	SEWERAGE	6.10	THIS PLAN	YARRA VALLEY WATER
E-3	DRAINAGE	1.83	Inst. H61201	MELBOURNE WATER CORPORATION
E-3	DRAINAGE & SEWERAGE	6.10	LP64473	LOTS ON LP64473
E-4	SEWERAGE	1.83	THIS PLAN	YARRA VALLEY WATER
E-4	DRAINAGE & SEWERAGE	SEE DIAG	LP68230	LOTS ON LP68230
E-5	SEWERAGE	1.80	THIS PLAN	YARRA VALLEY WATER
E-6	POWERLINE	SEE DIAG	THIS PLAN	UNITED ENERGY LIMITED
E-7	POWERLINE	SEE DIAG	THIS PLAN	UNITED ENERGY LIMITED
E-7	DRAINAGE & SEWERAGE	6.10	LP64473	LOTS ON LP64473
E-7	SEWERAGE	6.10	THIS PLAN	YARRA VALLEY WATER
E-8	POWERLINE	SEE DIAG	THIS PLAN	UNITED ENERGY LIMITED
E-8	DRAINAGE	1.83	Inst. H61201	MELBOURNE WATER CORPORATION
E-8	SEWERAGE	1.83	THIS PLAN	YARRA VALLEY WATER

**LR use only**  
 Statement of Compliance/  
 Exemption Statement  
 Received   
 Date / /  
**LR use only**  
 PLAN REGISTERED  
 TIME  
 Date / /  
 Assistant Registrar of Titles  
 Sheet 1 of 2 Sheets

 <b>MAX BRAID SURVEYORS</b> 538 RIVERSDALE ROAD CAMBERWELL VIC 3124 TEL: (03) 9882 2268 FAX: (03) 9882 9109 EMAIL: mbs@maxbraidsurveyors.com.au	LICENSED SURVEYOR LEON K. WILSON SIGNATURE _____ DATE 15 DEC 2003 REF 1263101 VERSION F	DATE / / COUNCIL DELEGATE SIGNATURE _____ Original sheet size A3
---	---	--

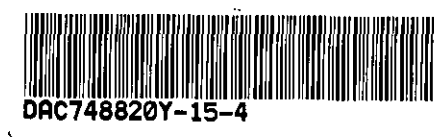
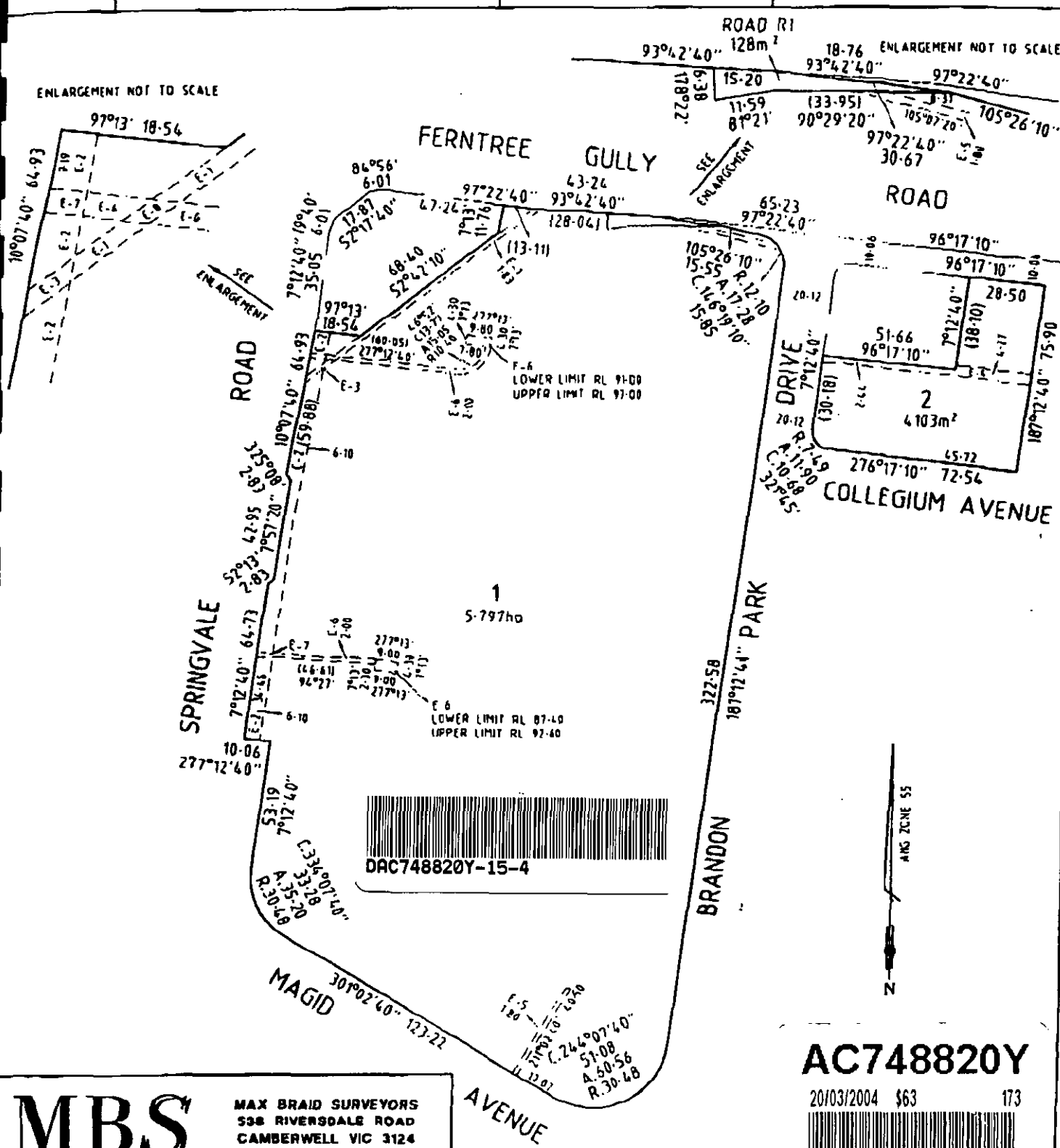


**PLAN OF SUBDIVISION**

Stage Number

Plan Number

**PS 446286Q**



**AC748820Y**

20/03/2004 \$63 173

**MBS**  
MAX BRAID  
SURVEYORS

MAX BRAID SURVEYORS  
538 RIVERSDALE ROAD  
CAMBERWELL VIC 3124  
TEL: (03) 9882 2288  
FAX: (03) 9882 9109  
EMAIL: melb@maxbraid.com.au

ORIGINAL SCALE 1:1500	SHEET SIZE A3	SCALE 15 0 30 60 LENGTHS IN METRES	LICENSED SURVEYOR LEON K. WILSON	SIGNATURE	DATE 15 DEC 2003	DATE / /
			REF 1263102	VERSION F	COUNCIL DELEGATE SIGNATURE	
					Original sheet size A3	

Sheet 2 of 2 Sheets

# Caveat

## Section 89 Transfer of Land Act 1958

Private

The information

collected

under section

89 of the

Transfer of Land

Act 1958 is

not to be

used for

any other

purpose.

# AK377742P

31/05/2013

\$72.80

89



Lodged By

Name: Australian Government Solicitor  
Phone: (03) 9242 1222  
Address: Level 21, 200 Queen St Melbourne  
Reference: 13084514 / JC  
Customer Code: 0233Y

The caveator claims the estate or interest specified in the land described on the grounds set out and forbids the registration of any person as proprietor of and of any instrument affecting the estate or interest to the extent specified.

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

Certificate of Title Volume 10931 Folio 441

Caveator: *(full name)*

Telstra Corporation Limited  
Level 34, 242 Exhibition Street  
Melbourne, Victoria, 3000

Estate or Interest claimed:

Equitable interest as Lessee

Grounds of Claim:

Pursuant to an unregistered Deed of Renewal and Variation of Lease dated 4 April 2012 between CPT Custodian Pty Limited as Lessor and Telstra Corporation Limited as Lessee for a term of 5 years commencing on 1 March 2011

Extent of prohibition: *(if not ABSOLUTELY delete and insert desired text)*

Any dealing affecting the claim of the caveator arising under the Lease

Address for service of notice: *(full name and address, include postcode)*

Australian Government Solicitor of Level 21, 200 Queen Street, Melbourne 3000

Dated: 30 May 2013

Signature of caveator

or

Signature of Solicitor and Agent

*Australian Government Solicitor*  
.....  
Australian Government Solicitor

5451205A

Duty Use Only

# C

Page 1 of 1

**THE BACK OF THIS FORM MUST NOT BE USED**

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

<b>PLAN OF CONSOLIDATION</b>	<b>LR use only</b> 1	<b>Plan Number</b> <b>PC 366608D</b>
------------------------------	-------------------------	---


<p style="text-align: center;"><b>Location of Land</b></p> <p><b>Parish:</b> MULGRAVE</p> <p><b>Township:</b> --</p> <p><b>Section:</b> --</p> <p><b>Crown Allotment:</b> --</p> <p><b>Crown Portion:</b> 79 (PART)</p> <p><b>Title Reference:</b> Vol. 10761 Fol. 143 Vol. 10799 Fol. 472</p> <p><b>Last Plan Reference:</b> LOT 1 PS446286Q LOT 1 TP831776M</p> <p><b>Postal Address:</b> SPRINGVALE ROAD (at time of subdivision) WHEELERS HILL VIC 3150</p> <p><b>AMG Co-ordinates</b> E 338 200 (of approx. centre of land in plan) N 5803 000 ZONE 55</p>	<p style="text-align: center;"><b>Council Certificate and Endorsement</b></p> <p><b>Council Name:</b> CITY OF MONASH <b>Ref:</b> 8031</p> <ol style="list-style-type: none"> <li>This plan is certified under section 6 of the Subdivision Act 1988.</li> <li>This plan is certified under section 11(7) of the Subdivision Act 1988.</li> <li>This is a statement of compliance issued under section 21 of the Subdivision Act 1988.</li> </ol> <p><b>Council delegate</b> <b>Council seal</b> <b>Date</b> 24 / 8 / 05</p>	<p style="text-align: center;"><b>LR use only</b></p> <p><b>Statement of Compliance/ Exemption Statement</b> <b>Received</b> <input checked="" type="checkbox"/> <b>Date</b> 10 / 2 / 06</p> <hr/> <p style="text-align: center;"><b>LR use only</b></p> <p><b>PLAN REGISTERED</b> <b>TIME</b> 1:33 PM <b>Date</b> 14 / 3 / 06 <i>M. J. A.</i> Assistant Registrar of Titles</p> <hr/> <p style="text-align: center;"><b>Notations</b></p> <p><b>Depth Limitation</b> NIL</p> <hr/> <p style="text-align: center;"><b>Survey</b></p> <p>This plan is / is not based on survey This survey has been connected to permanent marks (n/s) in Proclaimed Survey Area No.</p>
---	---	---

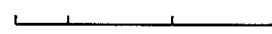
**Easement Information**

SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES IN RESPECT TO PS446286Q AND TO PART OF THE LAND IN THIS PLAN BEING THE LAND SHOWN AS LOT 1 IN PS446286Q

**Legend:** A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

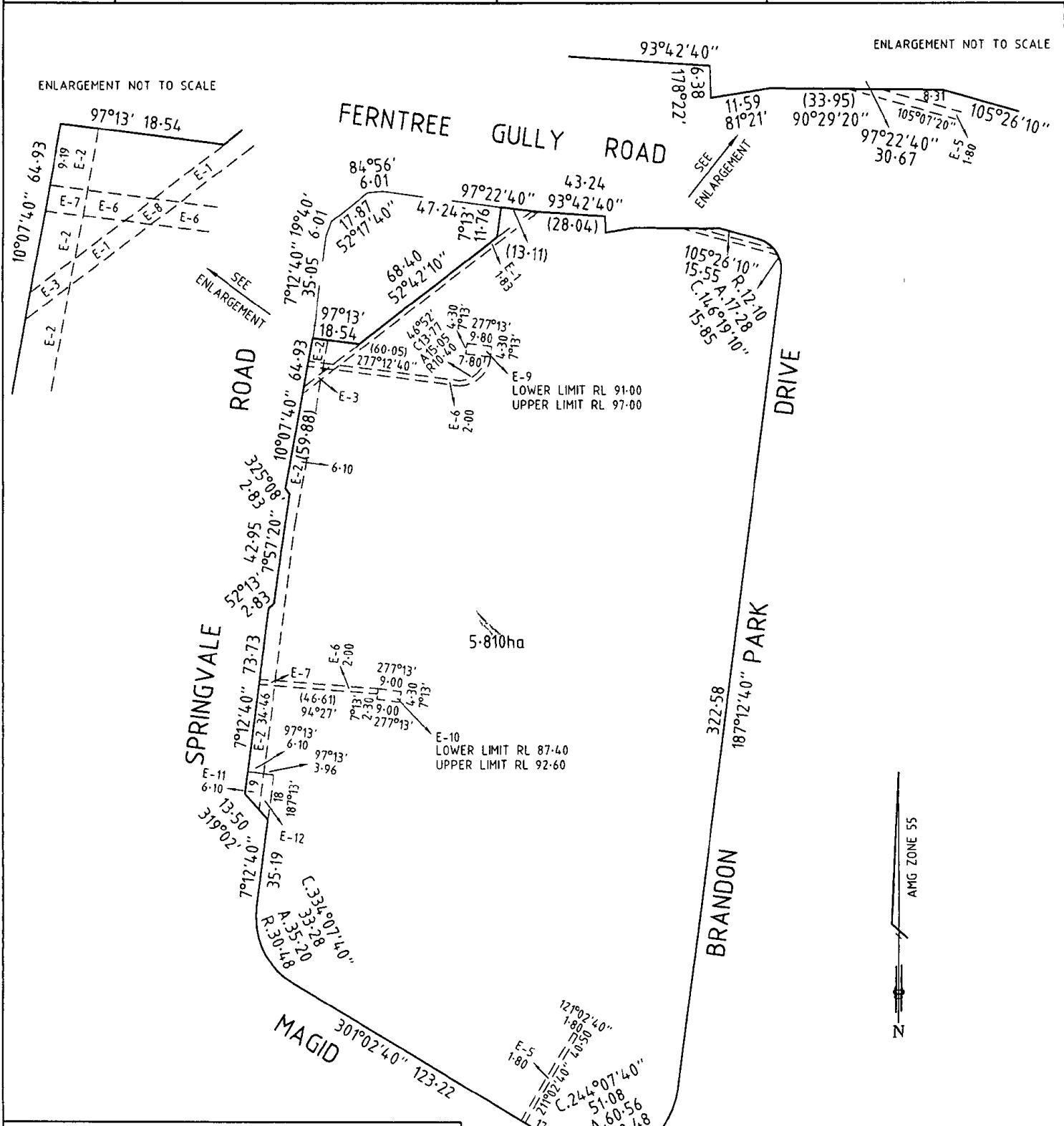
Easement Reference	Purpose	Width (Metres)	Origin	Land benefitted/in Favour of
E-1	SEWERAGE	1-83	Inst. H61201	MELBOURNE & METROPOLITAN BOARD OF WORKS
E-1	SEWERAGE	1-83	PS446286Q	YARRA VALLEY WATER
E-2	DRAINAGE & SEWERAGE	6-10	LP64473	LOTS ON LP64473
E-2	DRAINAGE & SEWERAGE	6-10	LP69273	LOTS ON LP69273
E-2	SEWERAGE	6-10	PS446286Q	YARRA VALLEY WATER
E-3	SEWERAGE	1-83	Inst. H61201	MELBOURNE & METROPOLITAN BOARD OF WORKS
E-3	DRAINAGE & SEWERAGE	6-10	LP64473	LOTS ON LP64473
E-3	DRAINAGE & SEWERAGE	6-10	LP69273	LOTS ON LP69273
E-3	SEWERAGE	1-83	PS446286Q	YARRA VALLEY WATER
E-5	SEWERAGE	1-80	PS446286Q	YARRA VALLEY WATER
E-6	POWERLINE	SEE PLAN	PS446286Q	UNITED ENERGY LIMITED
E-7	POWERLINE	SEE PLAN	PS446286Q	UNITED ENERGY LIMITED
E-7	DRAINAGE & SEWERAGE	6-10	LP64473	LOTS ON LP64473
E-7	DRAINAGE & SEWERAGE	6-10	LP69273	LOTS ON LP69273
E-7	SEWERAGE	6-10	PS446286Q	YARRA VALLEY WATER
E-8	POWERLINE	SEE PLAN	PS446286Q	UNITED ENERGY LIMITED
E-8	SEWERAGE	1-83	Inst. H61201	MELBOURNE & METROPOLITAN BOARD OF WORKS
E-8	SEWERAGE	1-83	PS446286Q	YARRA VALLEY WATER
E-9	POWERLINE	SEE PLAN	PS446286Q	UNITED ENERGY LIMITED
E-10	POWERLINE	SEE PLAN	PS446286Q	UNITED ENERGY LIMITED
E-11	DRAINAGE & SEWERAGE	6-10	LP64473	LOTS ON LP64473
E-11	DRAINAGE	SEE PLAN	LP68228	LOTS ON LP68228
E-12	DRAINAGE	SEE PLAN	LP68228	LOTS ON LP68228

 <p><b>MAX BRAID SURVEYORS</b>                  538 RIVERSDALE ROAD                  CAMBERWELL VIC 3124                  TEL: (03) 9882 2268                  FAX: (03) 9882 9109                  EMAIL: melb@maxbraid.com.au</p>	<p style="text-align: center;"><b>Notations</b></p> <p>E-9 HAS A LOWER LIMIT OF 91-00 AND UPPER LIMIT OF 97-00                  E-10 HAS A LOWER LIMIT OF 87-40 AND UPPER LIMIT OF 92-60</p>
---	--

ORIGINAL	SCALE	<p><b>LICENSED SURVEYOR (PRINT) PATRICK T. MEEHAN</b></p> <p><b>SIGNATURE</b> _____ <b>DATE</b> 12 / 05 / 2005</p> <p><b>REF</b> 1263201 <b>VERSION</b> B</p>	<p>Sheet 1 of 2 Sheets</p> <p><b>DATE</b> / /</p> <p><b>COUNCIL DELEGATE SIGNATURE</b></p> <p>Original sheet size A3</p>
SCALE SHEET SIZE A3	 LENGTHS ARE IN METRES		

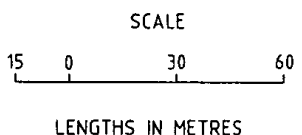
**PLAN OF CONSOLIDATION**

Plan Number  
**PC 366608D**



**MAX BRAID SURVEYORS**  
538 RIVERSDALE ROAD  
CAMBERWELL VIC 3124  
TEL: (03) 9882 2268  
FAX: (03) 9882 9109  
EMAIL: melb@maxbraid.com.au

ORIGINAL SCALE  
1:1500  
SHEET SIZE  
A3



LICENSED SURVEYOR PATRICK T. MEEHAN  
SIGNATURE \_\_\_\_\_ DATE 12 MAY 2005  
REF 1263202 VERSION B

Sheet 2 of 2 Sheets  
DATE / /  
COUNCIL DELEGATE SIGNATURE  
Original sheet size A3