

Register Search Statement - Volume 11993 Folio 859

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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

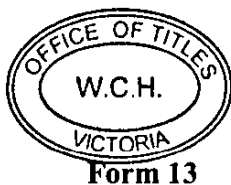
SEE PC366608D FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

DOCUMENT END

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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

AC748820Y

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DAC748820Y-3-0

Agreement under Section 173 of the Planning and Environment Act 1987

DATE 9 / 03 / 2004

AC748820Y

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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.

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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:

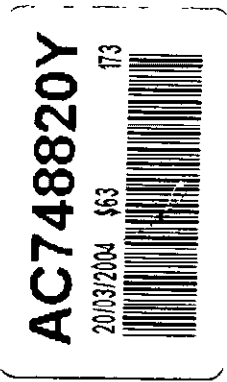
- 3.2.1.1 the Owner has entered into this Agreement in its capacity as the custodian of the MCS Joint Acquisition of Melbourne-Brisbane Retail & Bulky Goods Trust Deed dated 30 April 1997 as amended (**the Trust**) and in no other capacity;
- 3.2.1.2 subject to Clause 3.2.3, the Owner is not liable to 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

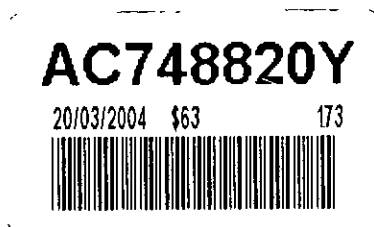
A notice or other communication required or permitted to be served by a party on another party must be in writing and may be served:

- 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.

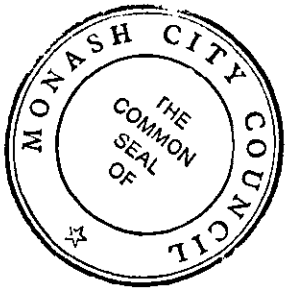
AC748820Y

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

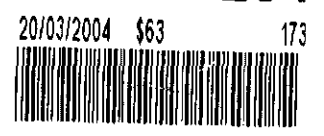
PLANNING PERMIT

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

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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

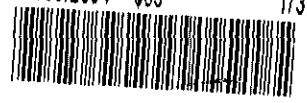
Signature for the
Responsible Authority:



DAC748820Y-12-3

AC748820Y

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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. <hr style="width:50px; margin: 0 auto;"/>	LR use only EDITION	Plan Number PS 446286Q
----------------------------	--	-------------------------------	----------------------------------

B

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
ROAD R1	ROADS CORPORATION

AC748820Y

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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

LEVFI DATUM USED FOR REDUCED LEVELS SHOWN IN THIS PLAN
WAS PM 85/ (RL 89-286 METRES 11/03/1993)

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-3	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

MBS

MAX BRAID SURVEYORS
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

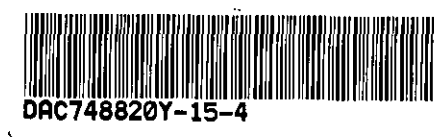
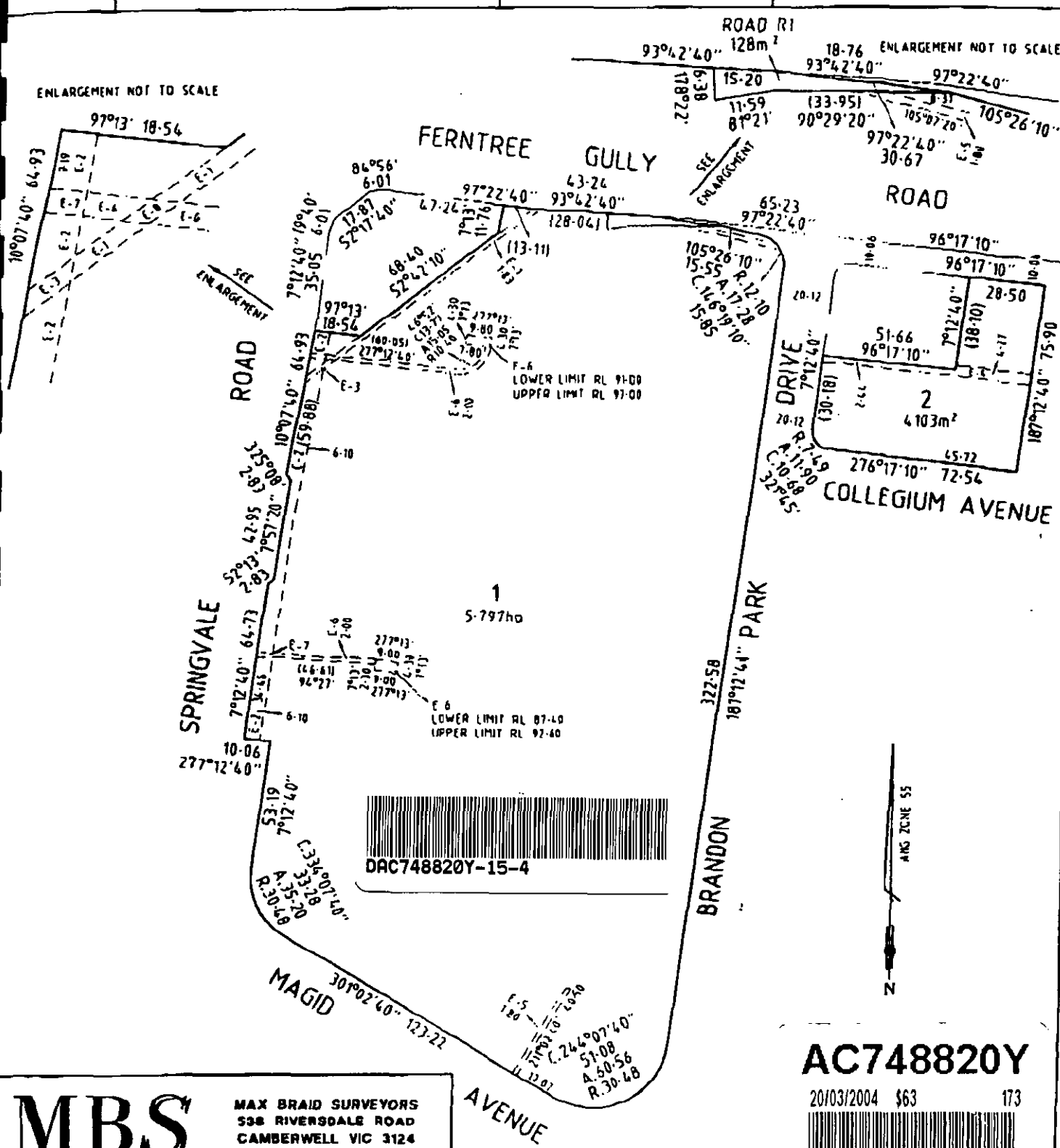
Original sheet size A3

PLAN OF SUBDIVISION

Stage Number

Plan Number

PS 446286Q



AC748820Y

20/03/2004 \$63 173

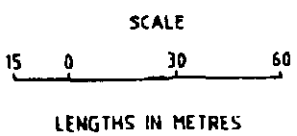


MAX BRAID SURVEYORS
538 RIVERSDALE ROAD
CAMBERWELL VIC 3124
TEL: (03) 9882 2288
FAX: (03) 9882 9109
EMAIL: melb@maxbraid.com.au

LICENSED SURVEYOR LEON K. WILSON
SIGNATURE _____ DATE 15 DEC 2003
REF 1263102 VERSION F

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

ORIGINAL SCALE 1:1500
SHEET SIZE A3



Caveat

Section 89 Transfer of Land Act 1958

Private

The information

collected

under section

used for

publicly available

registers and

indexes.

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

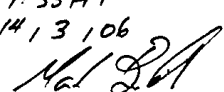
Duty Use Only

C

Page 1 of 1

THE BACK OF THIS FORM MUST NOT BE USED

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

PLAN OF CONSOLIDATION		LR use only 1	Plan Number PC 366608D	
Location of Land Parish: MULGRAVE Township: -- Section: -- Crown Allotment: -- Crown Portion: 79 (PART) Title Reference: Vol. 10761 Fol. 143 Vol. 10799 Fol. 472 Last Plan Reference: LOT 1 PS446286Q LOT 1 TP831776M Postal Address: SPRINGVALE ROAD (at time of subdivision) WHEELERS HILL VIC 3150 AMG Co-ordinates E 338 200 (of approx. centre of land N 5803 000 in plan) ZONE 55		Council Certificate and Endorsement Council Name: CITY OF MONASH Ref: 8031 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. 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. Council delegate Council seal Date 24 / 8 / 05		LR use only Statement of Compliance/ Exemption Statement Received <input checked="" type="checkbox"/> Date 10 / 2 / 06 LR use only PLAN REGISTERED TIME 1:33 PM Date 14 / 3 / 06  Assistant Registrar of Titles Notations Depth Limitation NIL Survey This plan is / is not based on survey This survey has been connected to permanent marks (n/s) in Proclaimed Survey Area No.

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

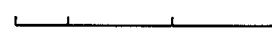
Notations

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



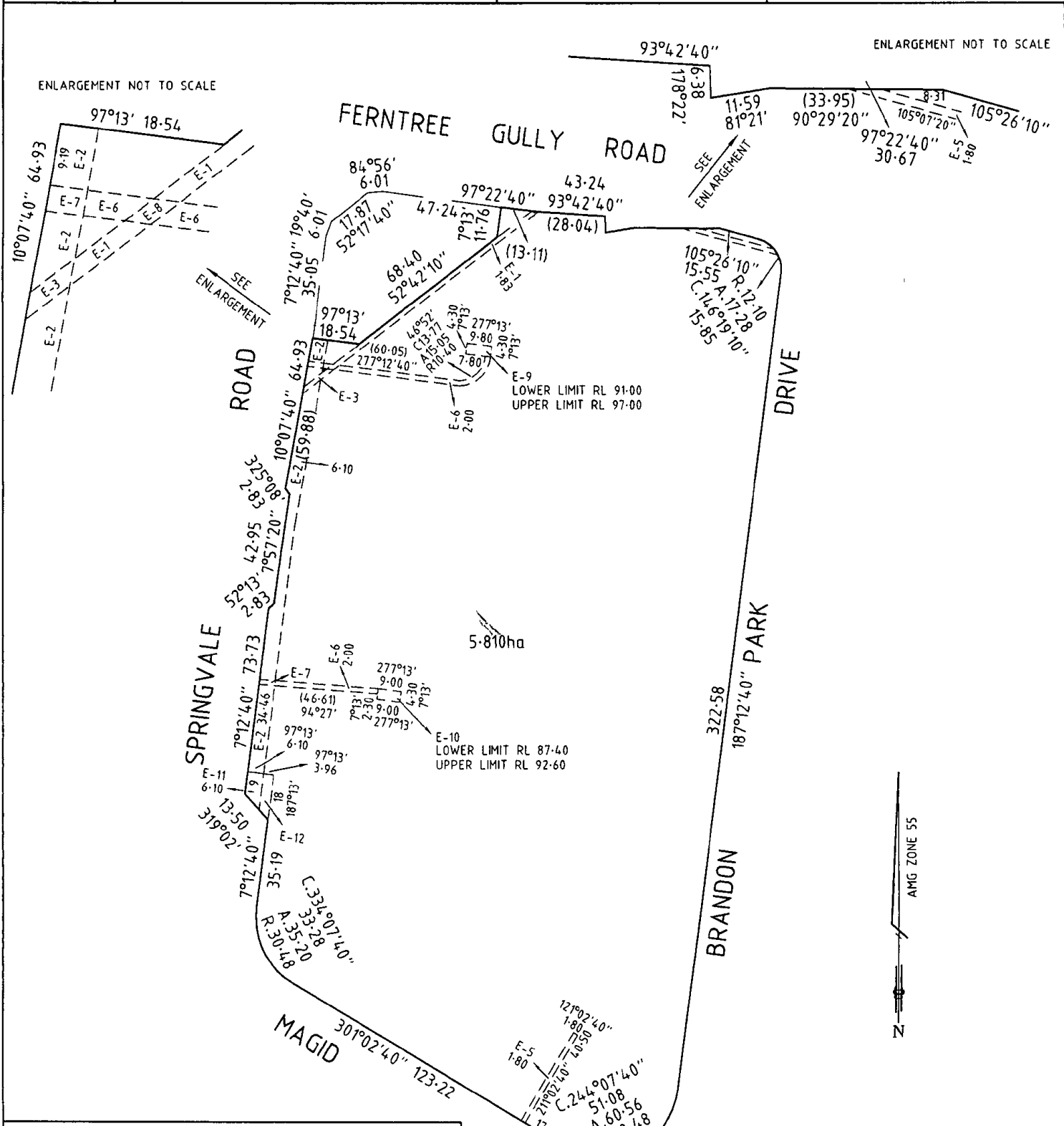
MAX BRAID SURVEYORS
 538 RIVERSDALE ROAD
 CAMBERWELL VIC 3124
 TEL: (03) 9882 2268
 FAX: (03) 9882 9109
 EMAIL: melb@maxbraid.com.au

Sheet 1 of 2 Sheets

ORIGINAL	SCALE	LICENSED SURVEYOR (PRINT) PATRICK T. MEEHAN SIGNATURE _____ DATE 12 / 05 / 2005 REF 1263201 VERSION B	DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3
SCALE SHEET SIZE A3	 LENGTHS ARE IN METRES		

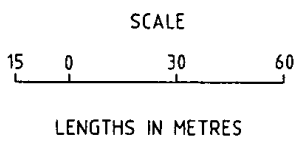
PLAN OF CONSOLIDATION

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