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

Page 1 of 1

VOLUME 10323 FOLIO 063

Security no : 124064673978C  
Produced 22/02/2017 11:08 am

**LAND DESCRIPTION**

Lot 1 on Plan of Subdivision 403236Y.  
PARENT TITLE Volume 08844 Folio 831  
Created by instrument PS403236Y 03/04/1997

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Sole Proprietor  
TELSTRA CORPORATION LTD of LEVEL 5 333 QUEEN STREET MELBOURNE 3000  
PS403236Y 03/04/1997

**ENCUMBRANCES, CAVEATS AND NOTICES**

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  
U682453P 17/03/1997

**DIAGRAM LOCATION**

SEE PS403236Y FOR FURTHER DETAILS AND BOUNDARIES

**ACTIVITY IN THE LAST 125 DAYS**

NIL

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

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

Street Address: 570 NEERIM ROAD HUGHESDALE VIC 3166

DOCUMENT END

Delivered by LANDATA®. Land Victoria timestamp 22/02/2017 11:11 Page 1 of 5

Application by  
MONASH CITY COUNCIL  
for the making of a recording  
of an agreement  
Section 181(1) Planning and Environment Act 1987



Lodged by:  
Name: SEPTIMUS JONES & LEE  
Phone: 9654 2677  
Address: 257 Collins Street  
Melbourne  
Ref: DBJ  
Customer Code: 1880H

*1 x Agreement*

The authority or council having made an agreement requires a recording to be made in the Register for the land.

Land: Certificate of Title Volume 8844 Folio 831  
Authority or Council: Monash City Council of 293 Springvale Road, Glen Waverley  
Section and Act under which agreement made: Section 173 of the Planning and Environment Act 1987

*Now = V 10323 F063/4.*

*17/4/97.*

A copy of the agreement is attached to this application.

Date: *7/3/97*

*Jeff McAlpine*  
Signature of Officer of Responsible Authority

*J. McALPINE STRATEGIC PLANNER*  
Name of Officer of Responsible Authority (print)

JEFFREY McALPINE  
293 Springvale Road, Glen Waverley, 3150  
A natural person who is a current  
practitioner within the meaning of the  
Legal Practice Act 1996

Office Held

*h*  
17 APR 1997

*ASKT*

U682453P

**THIS AGREEMENT** is made this 24 day of February 1997 ~~1996~~

**BETWEEN:** **MONASH CITY COUNCIL** of 293 Springvale Road, Glen Waverley in the State of Victoria ("the Council") of the first part and **AUSTRALAND HOLDINGS PTY LTD** of 15 Business Park Drive, Nutting Hill, Victoria ("Purchaser" of Proposed Lot 2) of the second part, and **TELSTRA CORPORATION** of 333 Queen St. Melbourne ("Owner" of Proposed Lot 1 and 2) of the third part

#### WHEREAS

- A. The owners are the Registered Proprietors (or entitled to be so) and the Owner of the land comprised in Certificate of Title Volume 8844 Folio ("the land"). 831
- B. "The land" is shown in attached Schedule 1 (and includes Proposed Lot 1 and 2).
- C. The Council is the Planning Authority and the Responsible Authority for the purpose of administering the Monash Planning Scheme ("the Planning Scheme") which affects the land and the Subdivision Act 1988 (as amended).
- D. The Purchaser is presently negotiating with the Owner to purchase the land formerly occupied by the Oakleigh Line Depot, but which is now surplus to the Owner's requirements (Proposed Lot 2). The Owner will continue to occupy the Oakleigh Telephone Exchange (Proposed Lot 1).
- E. The Purchaser proposes to develop the Proposed Lot 2 for integrated residential housing and subdivision.
- F. The Council proposes to defer the Open Space requirement under Section 18 of the Subdivision Act, for a 2 Lot Plan of Subdivision creating the two lots shown in the attached Schedule 1 to a time when each of the individual lots respectively is further subdivided.
- G. In consideration of the Council proposing to defer the Subdivision Open Space requirement, the Purchaser proposes to make a cash payment of an amount equal to 7.5% of the site value of Proposed Lot 2 as the Purchaser's total contribution to Open Space for the integrated housing development and subdivision of Proposed Lot 2.
- H. The parties enter this Agreement to achieve or advance the objectives of planning in Victoria and the objectives of the Monash Planning Scheme.

U6824531

**NOW THIS AGREEMENT GIVES WITNESS TO:**

1. Without limiting the operation or effect which this Agreement otherwise has, the parties here acknowledge that this Agreement is made pursuant to the provisions of Section 173 of the Planning and Environment Act 1987 ("the Act") and the Council shall pursuant to Section 181 of the Act apply to the Registrar of Titles to register a Memorandum of this Agreement on the land.
2. This Agreement shall come into force immediately upon its signing by all three parties.
3. Where this Agreement makes reference to a legislative enactment or a provision in that enactment that reference shall be construed as a reference to that enactment or provision as amended, re-enacted or remade (with or without modification) from time to time or a corresponding future enactment or provision.
4. The parties shall do all things necessary (including signing any further Agreement, acknowledgment or document) to enable the Council to enter a Memorandum of this Agreement on the Certificate of Title to the land in accordance with Section 181 of the Act.
5. **The owner warrants and covenants that:** they are both the Registered Proprietors (or entitled to be so) and the beneficial owners of the land.
6. The Owners shall not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the land or any part thereof without first disclosing to their successor the existence and nature of this Agreement.
7. Each party shall pay their own costs and expenses (as between the Solicitor and own client) of and incidental to this Agreement.
8. In this Agreement where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have, unless the contrary intention appears, corresponding meanings.
9. Wherever the word "Council" appears here it shall include its successors (including its successors as Responsible Authority for the planning controls in force in respect of the land) in which case any reference to the holder of an office with the Council shall be deemed to be a reference to such office of the successor Responsible Authority as that Responsible Authority may designate.
10. **The Council warrants and covenants that:-**
  - 10.1 it agrees to defer the Open space requirement under Section 18 of the Subdivision Act for a two Lot Plan of Subdivision creating the two lots shown in the attached Schedule 1 to a time when each of the individual lots respectively is further subdivided.
  - 10.2 it agrees to accept that the cash payment equal to 7.5% of site value of Proposed Lot 2 will totally satisfy the Purchaser's Open Space requirement for the integrated housing development and further subdivision of the Proposed Lot 2.
11. **The Purchaser warrants and covenants that:-**
  - 11.1 they agree to make a cash payment of an amount equal to 7.5% of the site value of the Proposed Lot 2 as their total contribution to Open Space for the integrated housing development and further subdivision of the Proposed Lot 2.

U682453P

- 11.2 they agree to pay this amount prior to the issue of any Statement of Compliance associated with the integrated housing development and further subdivision of the Proposed Lot 2.
- 12. The Purchaser shall not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Proposed Lot 2 or any part thereof without first disclosing to their Successor the existence and nature of this Agreement.
- 13. The owner warrants and covenants that they agree that a 5% cash contribution pursuant to S.18 of the Subdivision Act 1988 shall be paid on any resubdivision of the Proposed Lot 1.
- 14. No Plan of Subdivision of the land or any part of it or instrument of Transfer of Land shall be lodged at the Land Titles Office for registration or approval prior to this Section 173 Agreement and the Section 181 Memorandum having been lodged by or on behalf of the Council and entered on the Certificate of Title to the land.

THE PARTIES HERE WITNESS and set their hands and seals the day and year first written here.

24th February 1997

THE COMMON SEAL of MONASH CITY COUNCIL was affixed here in the presence of:



*[Handwritten signature]*

Chief Executive Officer

*[Handwritten signature]*

SIGNED by the said AUSTRALAND HOLDINGS PTY LTD

EXECUTED BY AUSTRALAND HOLDING PTY LTD BY BEING SIGNED BY ITS ATTORNEY PETER DENNIS BURKE UNDER POWER OF ATTORNEY DATED 27 AUGUST 1986

*[Handwritten signature]*

SIGNED by the said TELSTRA CORPORATION EXECUTED by the TELSTRA CORPORATION LIMITED A.C.N. 051 775 556 by being SIGNED, SEALED and DELIVERED by its Attorney DOUGLAS NEIL SIMONDS, REGIONAL PROPERTY MANAGER under Power of Attorney dated 8 October 1992 who certifies that he has no notice of revocation THEREOF and in the presence of:-

*[Handwritten signature]*

*[Handwritten signature]*

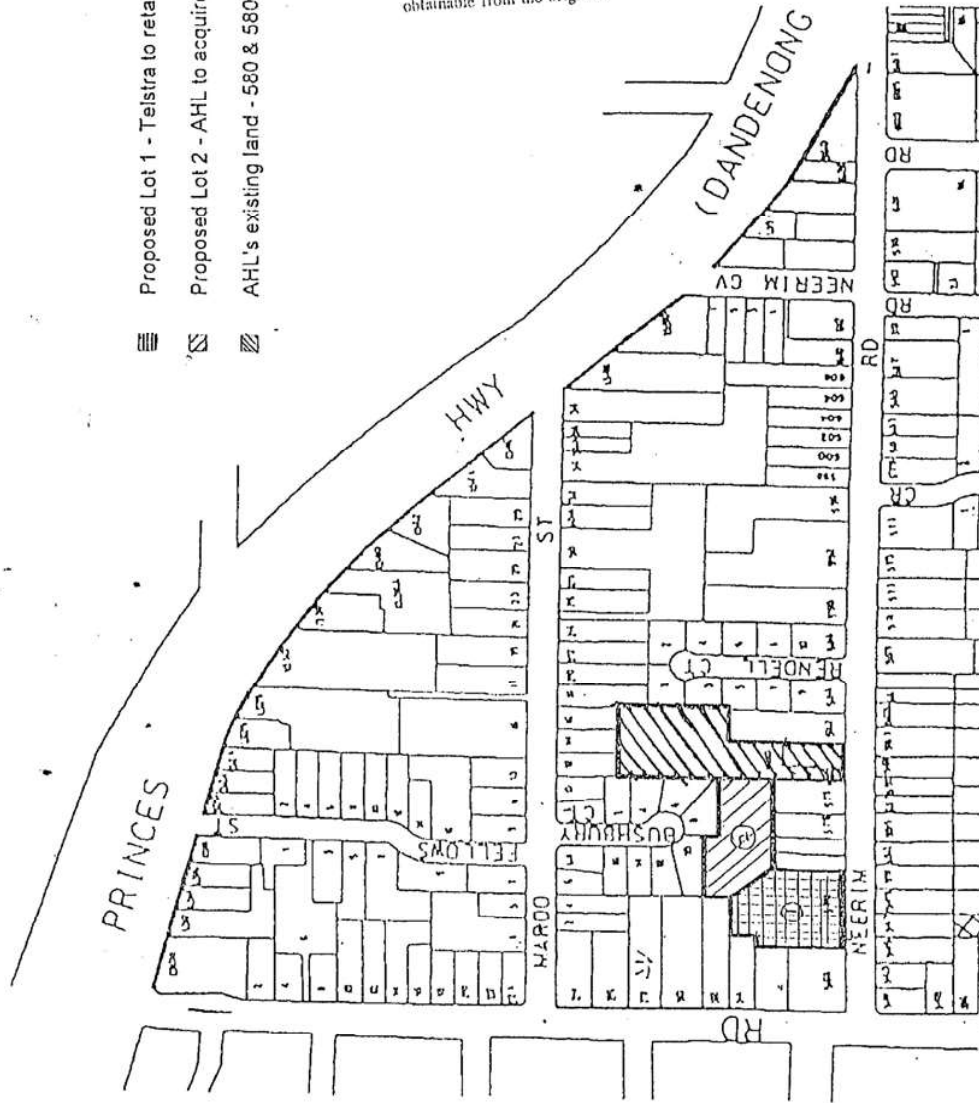
# SCHEDULE 1

06824537

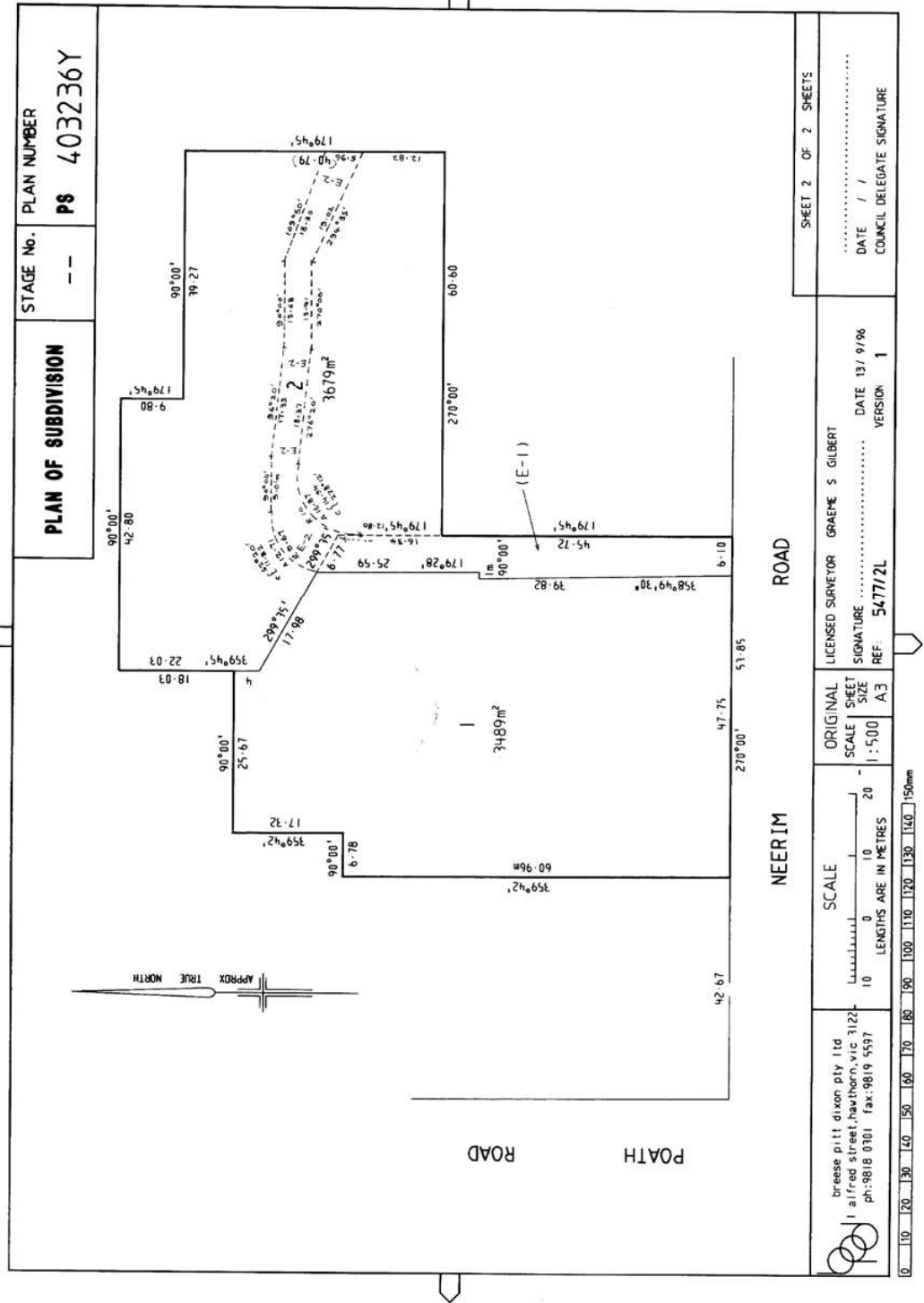
VLTO

"This reproduction is the best obtainable from the original."

- ▨ Proposed Lot 1 - Telstra to retain
- ▧ Proposed Lot 2 - AHL to acquire
- ▩ AHL's existing land - 580 & 580a Neerim Road



<b>PLAN OF SUBDIVISION</b>	STAGE No. ---	LTO USE ONLY <b>EDITION 2</b>	PLAN NUMBER <b>PS 403236Y</b>			
<b>LOCATION OF LAND</b> PARISH: PRAHRAN EAST OF ELSTERNWICK TOWNSHIP: ---- SECTION: ---- CROWN ALLOTMENT: ---- CROWN PORTION: 94 (PART) LTO BASE RECORD: CHART 226 PRAHRAN (3416) TITLE REFERENCES: VOL.8844 FOL.831 LAST PLAN REFERENCE: POSTAL ADDRESS: NEERIM ROAD, (AT TIME OF SUBDIVISION) OAKLEIGH, 3166 AMG CO-ORDINATES: E 330 900 (OF APPROX. CENTRE OF PLAN) N 5 804 340 ZONE: 55	<b>COUNCIL CERTIFICATION AND ENDORSEMENT</b> COUNCIL NAME: MONASH CITY COUNCIL REF: 5191 1. THIS PLAN IS CERTIFIED UNDER SECTION 6 OF THE SUBDIVISION ACT 1988. 2. <del>THIS PLAN IS CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988.</del> <del>DATE OF THE ORIGINAL CERTIFICATION UNDER SECTION 6 / /</del> 3. <del>THIS IS A STATEMENT OF COMPLIANCE ISSUED UNDER SECTION 21 OF THE SUBDIVISION ACT 1988.</del> <b>OPEN SPACE</b> (i) A REQUIREMENT FOR PUBLIC OPEN SPACE UNDER SECTION 18 OF THE SUBDIVISION ACT 1988 <del>HAS</del> HAS NOT BEEN MADE. (ii) <del>THE REQUIREMENT HAS BEEN SATISFIED.</del> (iii) <del>THE REQUIREMENT IS TO BE SATISFIED IN STAGE.</del> COUNCIL DELEGATE COUNCIL SEAL DATE 6 / 2 / 97 RE-CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988 COUNCIL DELEGATE COUNCIL SEAL DATE / /					
<b>VESTING OF ROADS OR RESERVES</b>						
IDENTIFIER	COUNCIL/BODY/PERSON					
NIL	NIL					
<b>NOTATIONS</b>						
DEPTH LIMITATION DOES NOT APPLY		STAGING THIS IS NOT A STAGED SUBDIVISION PLANNING PERMIT No.				
NOTES: TANGENT POINTS ARE SHOWN THUS :						
SURVEY THIS PLAN IS BASED ON SURVEY		THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s) . IN PROCLAIMED SURVEY AREA No.				
<b>EASEMENT INFORMATION</b>						
LEGEND: A - APPURTENANT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)			<b>NOTATIONS</b>			
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED OR IN FAVOUR OF	ESTATE STAGE AREA	NO. OF LOTS 2 MEL: 69 DS
(E-1) E-2, E-1	CARRIAGEWAY CARRIAGEWAY	SEE PLAN SEE DIA. 6	THIS PLAN U749134 <sup>M</sup>	LOT 1 ON THIS PLAN LOTS 1 TO 13 (INC) AND THE COMMON PROPERTY ON P.S.327361T	LTO USE ONLY	
AN APPURTENANT DRAINAGE AND CARRIAGEWAY EASEMENT HAS BEEN CREATED IN FAVOUR OF LOT 2 HEREIN VIDE U749133 <sup>Q</sup> DATED 1-5-1997					STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT RECEIVED <input checked="" type="checkbox"/> DATE 27/3 / 97	
					LTO USE ONLY PLAN REGISTERED TIME DATE 3 / 4 / 97 ASSISTANT REGISTRAR OF TITLES	
breese pitt dixon pty ltd 1 alfred street, hawthorn, vic 3122 ph: 9818 0101 fax: 9819 5597		LICENSED SURVEYOR GRAEME S GILBERT SIGNATURE ..... DATE 13 / 3 / 96 REF: 5477/2L VERSION 1			DATE / / COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3	
CHECKED G COX	DATE 13-9-96					





<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">           PLAN NUMBER            P.S.403236 Y         </div> <b>MODIFICATION TABLE</b> RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN						
LAND	MODIFICATION	DEALING REFERENCE	DATE AND TIME ENTERED		NEW EDITION NUMBER	SIGNATURE OF ASSISTANT REGISTRAR OF TITLES
			DATE	TIME		
<i>EMENT INFORMATION TABLE</i>	<i>APPURTENANT EASEMENT</i>	<i>U74-S133 Q</i>			<i>2</i>	<i>R</i>
<i>Lot 2</i>	<i>CREATION OF EASEMENT</i>	<i>U74-S134 M</i>			<i>2</i>	<i>R</i>