

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

Page 1 of 1

VOLUME 08464 FOLIO 904

Security no : 124098171329M
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LAND DESCRIPTION

Lot 1 on Title Plan 619612E (formerly known as part of Lot 49 on Plan of Subdivision 013459).

PARENT TITLE Volume 08018 Folio 161

Created by instrument B744308 06/09/1963

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

TRIPLE EIGHT LANE PTY LTD of 1662 MALVERN RD GLEN IRIS 3146
V983128K 09/04/1999

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
AE687987E 25/10/2006

DIAGRAM LOCATION

SEE TP619612E FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

DOCUMENT END



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Form 18

AE687987E



CLERK OF COURTS
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: CT-8464/904
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:

A handwritten signature in black ink, appearing to read 'Graham Wilkie', written over a horizontal line.

Name of Officer: GRAHAM WILKIE
Coordinator Statutory Planning

Date: 17 October 2006

25 OCT 2006



AGREEMENT

DATE 6 OCTOBER 2006.

BETWEEN

MONASH CITY COUNCIL
of 293 Springvale Road, Glen Waverley (Council)

AND

TRIPLE EIGHT LANE PTY LTD (ACN 081 511 560)
of Ground, 1G Marine Parade Abbotsford (Owner)

RECITALS

- A. The Council is the Responsible Authority under the Planning Scheme pursuant to the Act.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. On 3 May 2006 Council issued Planning Permit No. 33958 (**Planning Permit**) to allow the first floor of the Subject Land to be used and developed for the purpose of a shop (day spa) in accordance with the Endorsed Plan. Condition 2 of the Planning Permit imposes obligations with respect to car parking, including an option that those obligations may be met by the making of a car parking contribution to the Council of \$71,280.

D. Condition 2 of the Planning Permit provides that:

Before the development begins, the owner of the land must enter into an agreement under Section 173 of the Planning and Environment Act 1987 in which the owner agrees to pay a contribution of \$9,000 (plus GST) to the Responsible Authority in respect of each car parking space or part thereof required under the Monash Planning Scheme but which is not provided on the land.

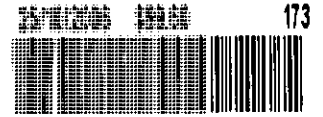
The agreement may provide for the payment of the contribution in instalments plus an interest component equivalent to the interest payable on unpaid rates and charges under the Local Government Act 1989 and it must provide that all instalments and accrued interest are paid within 5 years of the first instalment.

The agreement must provide for the first instalment to be paid prior to the commencement of any buildings and works authorised by Permit No.33137.

The agreement must provide that the contribution is to be indexed according to CPI (all groups) from 1 July 2004 until it is paid.

The agreement must also provide for the owner to pay Council's costs of preparing and then upon its ending, de-registering the agreement.

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E. The parties enter into this Agreement :

- to give effect to the obligations to be met under Condition 2 of the Planning Permit;
- to allow and facilitate the lawful commencement and continuation of the shop (day spa) use in terms of Condition 2 of the Planning Permit;
- to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land; and
- as a deed.

THE PARTIES AGREE

1. DEFINITIONS

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.

Contribution means the contribution required by clause 3.1 of this Agreement.

CPI means the Consumer Price Index-All Groups Melbourne or if this index is not available, such other index that represents the rise and cost of living in Melbourne, as Council may reasonably determine.

Endorsed Plan means the plan endorsed with the stamp of the Council from time to time as the plan which forms part of the Planning Permit. A copy of the Endorsed plan is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

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.

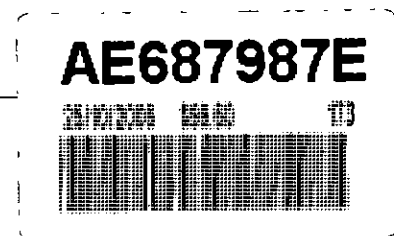
Planning Scheme means the Monash Planning Scheme and any other planning scheme that applies to the Subject Land.

Subject Land means the land situated at 73 Kingsway, Glen Waverley being the land referred to in Certificate of Title Volume 8464 Folio 904 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

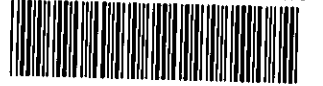
In this agreement unless the context admits otherwise

- 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 successor 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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25/10/2006 \$99.60 173



3. OBLIGATIONS OF THE TENANT AND THE OWNER

The Owner agrees as follows:

3.1 Contribution

The Owner will pay to the Council by instalments, a car parking contribution of \$71,280, (calculated at 7.2 car parking spaces at the rate of \$9,000 plus GST per space) and will provide a bank guarantee from time to time, as appropriate, in accordance with the following provisions:

(a) on or before the date of this Agreement and prior to the commencement of any buildings or works on the Subject Land:

- the first instalment of \$14,256 will be paid to the Council; and
- a bank guarantee to the satisfaction of the Council will be provided to the Council to guarantee payment to the Council of the second instalment when due under the Agreement.
(first instalment)

(b) on or before 10 July 2007:

- the second instalment of \$14,256 will be paid to the Council; and
- a bank guarantee to the satisfaction of the Council will be provided to the Council to guarantee payment to the Council of the third instalment when due under the Agreement.
(second instalment)

(c) on or before 10 July 2008:

- the third instalment of \$14,256 will be paid to the Council; and
- a bank guarantee to the satisfaction of the Council will be provided to the Council to guarantee payment to the Council of the fourth instalment when due under the Agreement.
(third instalment)

(d) on or before 10 July 2009:

- the fourth instalment of \$14,256 will be paid to the Council; and
- a bank guarantee to the satisfaction of the Council will be provided to the Council to guarantee payment to the Council of the fifth instalment when due under the Agreement.
(fourth instalment)

(e) on or before 10 July 2010:

- the fifth instalment of \$14,256 will be paid to the Council; and
- providing the fifth instalment is so fully paid, the bank guarantee in respect of the fifth instalment will be returned to the Tenant.
(fifth instalment)



3.2 Contribution is a debt until paid

The outstanding portion of any instalment required by clause 3.1 and any outstanding interest shall remain a debt (recoverable in any court of competent jurisdiction) due by the Owner to Council until the debt is paid and to the extent permissible, the debt shall be a charge as against the Subject Land until the debt is paid.

3.3 Interest payable

If any instalment payment in respect of the Contribution is not paid by the due date specified in clause 3.1, interest in respect of that instalment shall accrue from the date upon which that instalment is due at the rate of 2% above the rate prescribed (at the relevant date) under section 227A of the *Local Government Act 1989* until the instalment is paid and such interest is payable by the Tenant and will be paid to the Council within 7 days of written demand being made by the Council.

3.4 Goods and Services Tax

The amount of the Contribution (including each required instalment) is exclusive of Goods and Services Tax payable on the amounts specified (including the first to fifth instalment inclusive) and provided the Council provides a tax invoice, the Tenant will also be liable for any Goods and Services Tax so payable.

3.5 Consumer Price Index

The amount of any instalment required by Clause 3.1 will be adjusted quarterly from the date of this Agreement for rises in the CPI until the contribution has been paid.

3.6 Commencement and continuance of use

The Owner acknowledges that the shop (day spa) use:

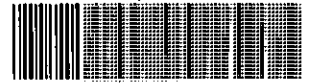
- may not lawfully commence until the first instalment has been paid and the bank guarantee provided to Council to the satisfaction of the Council; and
- may not lawfully continue if any instalment is due and unpaid or if any required bank guarantee has not been provided to Council to the satisfaction of the Council.

3.7 Continuing Obligations under Condition 2 of the Planning Permit

The Owner acknowledges that the obligations contained in Condition 2 of the Planning Permit remain in full force and effect and are in no way lessened unless and until the Contribution (together with any accrued interest and any applicable Goods and Services Tax) is fully paid to the Council.

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4. OBLIGATIONS OF COUNCIL

Council agrees that the amount of the Contribution received from the Owner pursuant to this Agreement will be set aside by Council in a designated car park reserve fund and that the Contribution will not be used for any purpose other than for the provision of car parking facilities within the municipality.

5. GENERAL MATTERS

5.1 Notices

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

5.1.1 by delivering it personally to that party;

5.1.2 by sending it by prepaid post addressed to that party at the address set out in the Agreement or subsequently notified to each party from time to time; or

5.1.3 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.

5.2 Service of Notice

A notice or other communication (including a demand) is deemed served or made:

5.2.1 if delivered, on the next following business day;

5.2.2 if posted, on the expiration of 7 business days after the date of posting; or

5.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

5.3 No Waiver

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

5.4 Severability

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

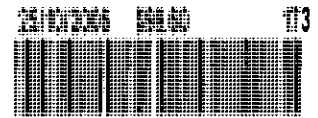
5.5 No Fettering of Council's Powers

It is acknowledged and agreed that the 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.

6. COMMENCEMENT OF AGREEMENT

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

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7. ENDING OF AGREEMENT

- 7.1 This Agreement ends when the Owner has complied with all of the obligations imposed on the Owner under this Agreement.
 - 7.2 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.
 - 7.3 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.
- 8.** 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.
- 9.** The Owner further covenants and agrees that:
- (a) the Owner will do all things necessary to give effect to this Agreement;
 - (b) 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 and further agreement, acknowledgment or document or procuring the consent to this Agreement or any mortgagee or caveator to enable the recording to be made in the Register under that section.

10. 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, finalization, engrossment, execution, registration and enforcement of this Agreement which are and until paid will remain a debt due to Council by the Owner.

11. 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 to be performed by the Owner as conditions subject to which the Subject Land may be used and developed pursuant to the Planning Permit.

12. 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.

13. 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:
 - (a) give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and

 - (b) execute a deed agreeing to be bound by the terms of this Agreement.



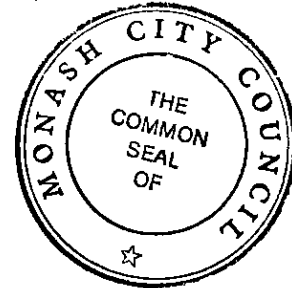
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25/10/2006 \$99.60 173



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

The COMMON SEAL of MONASH CITY COUNCIL was affixed on behalf of Council by authority of the Chief Executive Officer on the 5th day of October 2006 in exercise of the power delegated under the Administrative Procedures (Use of Common Seal) Local Law in the presence of:



[Handwritten signature]
.....

[Handwritten signature] Manager Corporate Administration
.....

THE COMMON SEAL of TRIPLE EIGHT LANE PTY LTD (ACN 081 511 560) was hereunto affixed in accordance with its Articles of Association in the presence of:

[Handwritten signature]
..... Director

CRAIG LANE
..... Full Name

Ground 1 G Marine Parade
Abbotsford.
..... Usual Address

..... Director/Secretary

..... Full Name

..... Usual Address



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Document Type	Plan
Document Identification	TP619612E
Number of Pages (excluding this cover sheet)	1
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TITLE PLAN	EDITION 1	TP 619612E
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<p>Location of Land</p> <p>Parish: MULGRAVE Township: Section: Crown Allotment: Crown Portion:</p> <p>Last Plan Reference: LP 13459 Derived From: VOL 8464 FOL 904 Depth Limitation: NIL</p>	<p style="text-align: center;">Notations</p> <p>ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN</p>
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<p style="text-align: center;">Description of Land / Easement Information</p> <p style="background-color: yellow;">ALL THAT piece - of land delineated and coloured red on the map in the margin being part of -- Lot 49 on Plan of Subdivision No.13459 Parish of Mulgrave Together with a - right of carriageway over the road coloured brown on the said map - - - - -</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: 04/09/2000 VERIFIED: B.H.</p>
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COLOUR CODE

BR = BROWN
 R = RED

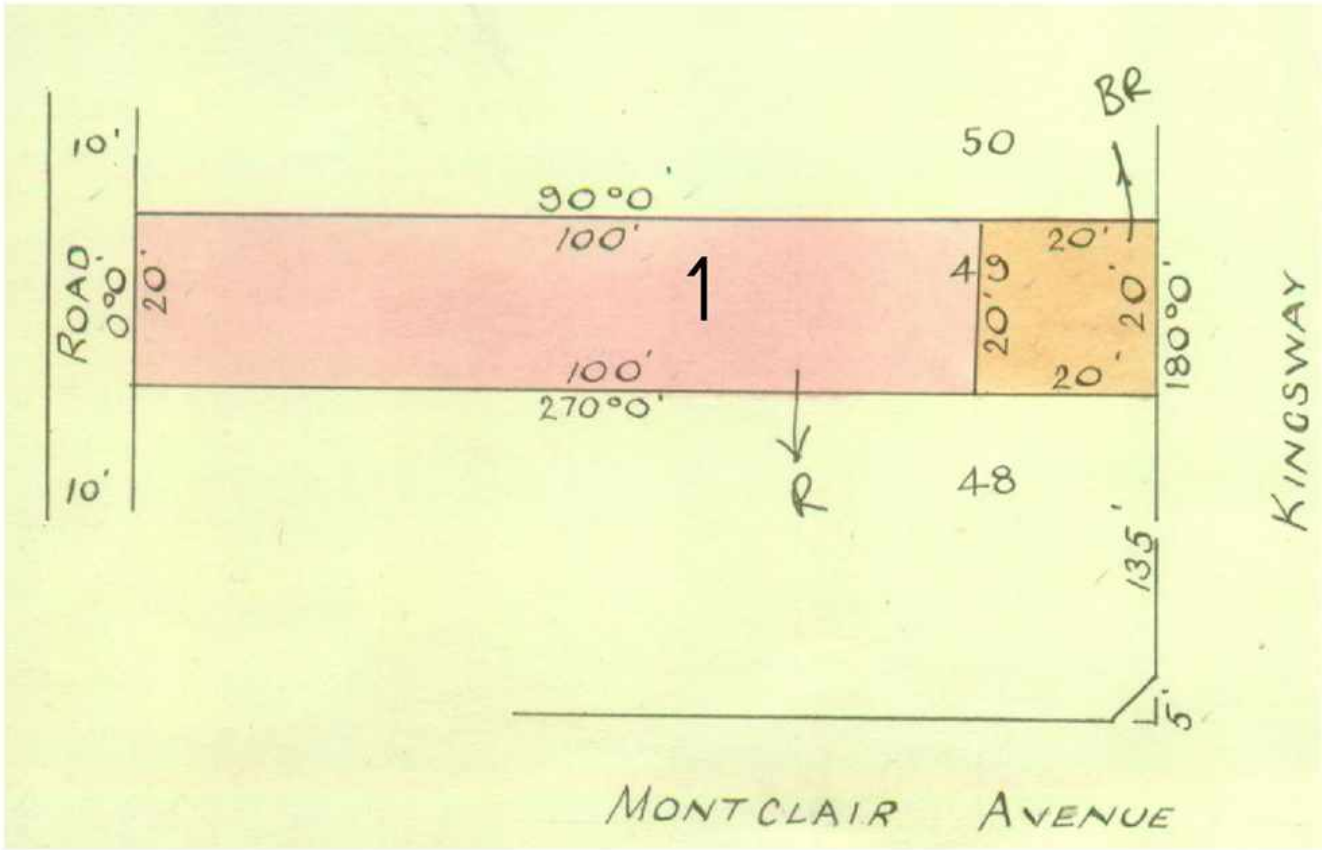


TABLE OF PARCEL IDENTIFIERS
WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962
PARCEL 1 = LOT 49 (PT) ON LP 13459

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

VOLUME 07715 FOLIO 062

Security no : 124098171344V
Produced 08/06/2022 08:04 AM

LAND DESCRIPTION

Lot 1 on Title Plan 449463Q (formerly known as part of Lot 48 on Plan of Subdivision 013459).

PARENT TITLE Volume 05929 Folio 672

Created by instrument 2436761 14/09/1951

REGISTERED PROPRIETOR

Estate Fee Simple

Joint Proprietors

YUET LAM CHIU

MEI FUNG CHIU both of 48 BIZLEY STREET MT.WAVERLEY VIC 3149

AC138997J 18/06/2003

ENCUMBRANCES, CAVEATS AND NOTICES

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DIAGRAM LOCATION

SEE TP449463Q 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: 75 KINGSWAY GLEN WAVERLEY VIC 3150

DOCUMENT END



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TITLE PLAN		EDITION 1	TP 449463Q
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<p>Location of Land</p> <p>Parish: MULGRAVE Township: Section: Crown Allotment: Crown Portion: 75 (PT)</p> <p>Last Plan Reference: LP13459 Derived From: VOL 7715 FOL 062 Depth Limitation: NIL</p>	<p style="text-align: center;">Notations</p> <p>ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN</p>
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<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: 23/05/2000 VERIFIED: CL</p>
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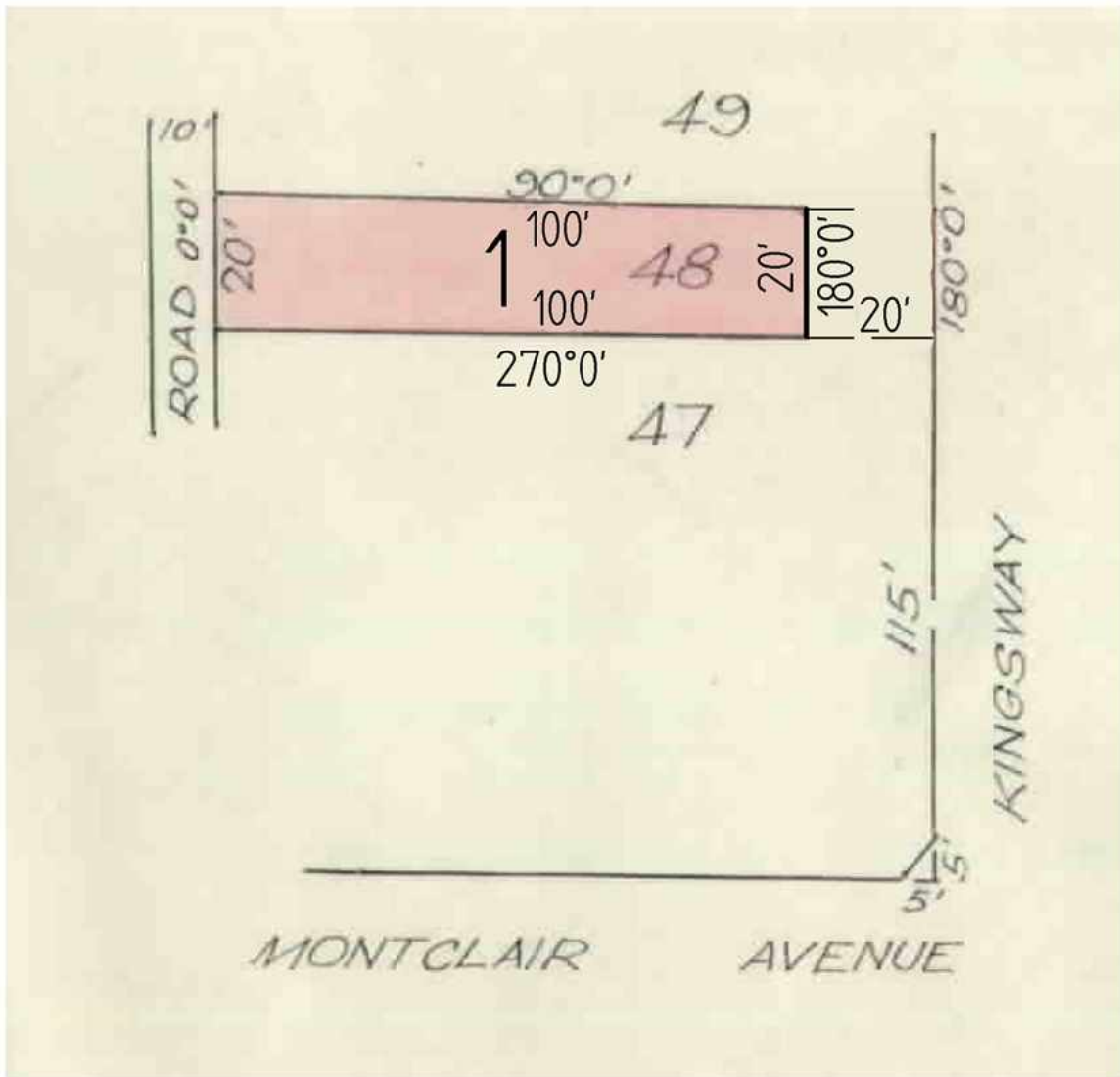


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<p>WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962</p>
<p>PARCEL 1 = LOT 48 (PT) ON LP13459</p>