

Register Search Statement - Volume 11365 Folio 382

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

VOLUME 11365 FOLIO 382

Security no : 124068309104B
Produced 25/09/2017 03:48 pm

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 345105L.
PARENT TITLE Volume 10394 Folio 395
Created by instrument AJ787803S 11/07/2012

REGISTERED PROPRIETOR

Estate Fee Simple
As to 1 of a total of 2 equal undivided shares
Sole Proprietor
GLEN CENTRE PTY LTD of CHADSTONE TOWER 1 LEVEL 4 1341 DANDENONG ROAD
CHADSTONE VIC 3148
AJ787803S 11/07/2012

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AJ378931P 16/12/2011
ANZ FIDUCIARY SERVICES PTY LTD

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
V509501B 03/07/1998

AGREEMENT Section 173 Planning and Environment Act 1987
AQ123701W 08/08/2017

DIAGRAM LOCATION

SEE PS345105L FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AN740745J (S)	PLAN REMOVING EASEMENT	Registered	14/06/2017
AN880713P	AMEND ADDRESS ON FOLIO	Registered	15/06/2017
AQ123701W	AGREEMENT	Registered	08/08/2017

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

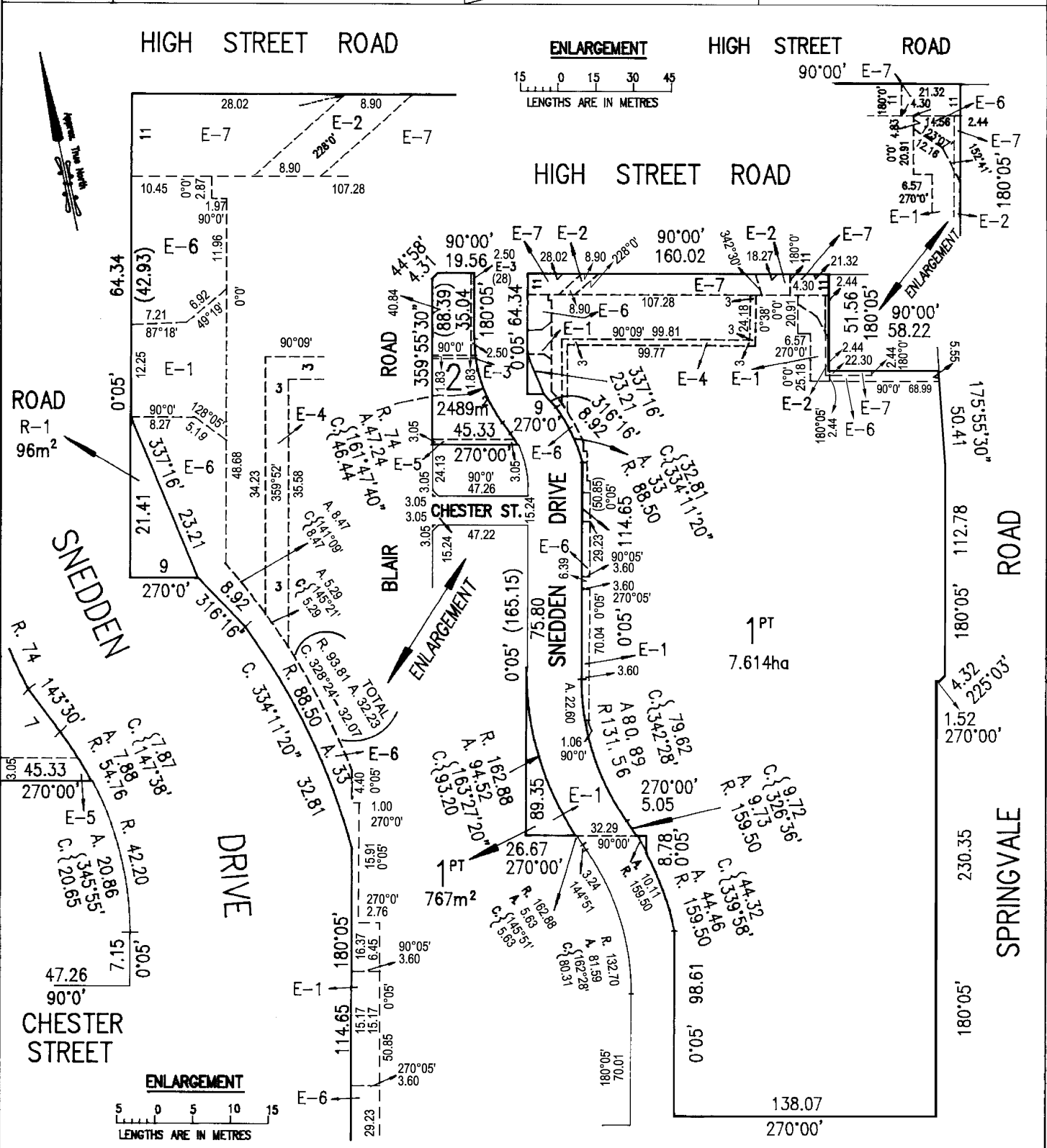
Additional information: (not part of the Register Search Statement)

OTHER TITLES WITH INTERESTS AFFECTING THIS LAND
11365/383

PLAN OF SUBDIVISION		STAGE NO.	LTO use only EDITION 2	Plan Number PS 345105 L
Location of Land Parish: MULGRAVE Township: --- Section: --- Crown Allotment: --- Crown Portion: 75 (PART) LTO Base Record: CHART 58 Title Reference: VOL.10243 FOL.920, V9200 F158 To F190 ^{V9200} (TO BE CANCELLED) AND VOL.10164 FOL.815 Last Plan Reference: PC.171700R RP.9411 Postal Address: THE GLEN SHOPPING CENTRE (at time of subdivision) SPRINGVALE ROAD, GLEN WAVERELY, 3150. AMG Co-ordinates E 338530 Zone: 55 (of approx. centre of land in plan) N 5806090		Council Certificate and Endorsement Council Name: MONASH CITY COUNCIL Ref: 5098A 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 24 / 10 /1996 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. <u>OPEN SPACE</u> (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 2 / 6 / 98		
Vesting of Roads and/or Reserves				
Identifier	Council/Body/Person			
ROAD R-1	MONASH CITY COUNCIL	Notations		
		Staging This is/is not a staged subdivision. Planning Permit No.		
		Depth Limitation DOES NOT APPLY 1.. LEVEL DATUM IS A.H.D. VIDE M.W. 2348 @ RL. 114.66 (8-5-1989) 2.. PART OF THE SEWERAGE AND THE DRAINAGE & SEWERAGE EASEMENTS SHOWN ON LP.44783 AND FURTHER SHOWN ON RP.9411 AND VOL.10243 FOL.920 AS AFFECTING THE LAND IN THIS PLAN OF SUBDIVISION ARE TO BE REMOVED UPON REGISTRATION OF THIS PLAN. 3.. THE EASEMENT CREATED IN C 519236 IN FAVOUR OF THE CITY OF WAVERLEY AS AFFECTING THE LAND IN THIS PLAN OF SUBDIVISION AND FURTHER SHOWN ON RP.9411 IS TO BE REMOVED UPON REGISTRATION OF THIS PLAN. 4.. THE DRAINAGE EASEMENT CREATED IN LP.16566 IN FAVOUR OF LOTS ON LP.16566 AS AFFECTING THE LAND IN THIS PLAN OF SUBDIVISION IS TO BE REMOVED UPON REGISTRATION OF THIS PLAN. (SEE VOL.10164 FOL.815)		
		Survey This plan is/is not based on survey. This survey has been connected to permanent marks No.(s) in Proclaimed Survey Area No.		
		GROUNDS FOR REMOVAL (OF 2,3 & 4 ABOVE) _____ PLANNING PERMIT NO. 22925..		
Easement Information				LTO use only
Legend: E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement. A - Appurtenant Easement R - Encumbering Easement (Road).				Statement of Compliance/ Exemption Statement
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited / In Favour Of
E-1	CARRIAGEWAY & DRAINAGE	SEE DIAG.	THIS PLAN	CITY OF MONASH
E-2	CARRIAGEWAY & DRAINAGE	SEE DIAG.	THIS PLAN	CITY OF MONASH
	SEWERAGE	SEE DIAG.	THIS PLAN	YARRA VALLEY WATER LTD.
E-3	SEWERAGE	SEE DIAG.	THIS PLAN	YARRA VALLEY WATER LTD.
E-4	DRAINAGE BELOW RL. 107.44 AHD.	3	THIS PLAN	CITY OF MONASH
E-5	SEWERAGE	3.05	INST. C 137246	MMBW.
	DRAINAGE	3.05	INST. F 782843	CITY OF WAVERLEY
E-6	FOOTWAY & DRAINAGE	SEE DIAG.	THIS PLAN	CITY OF MONASH
E-7	FOOTWAY & DRAINAGE	SEE DIAG.	THIS PLAN	CITY OF MONASH
	SEWERAGE	SEE DIAG.	THIS PLAN	YARRA VALLEY WATER LTD.
R-1	CARRIAGEWAY, DRAINAGE, SEWERAGE WATER, GAS, ELECTRICITY, TELEPHONE & DATA TRANSMISSION	SEE DIAG.	THIS PLAN	LAND IN THIS PLAN
				Received <input checked="" type="checkbox"/> Date 8 / 1 / 97
				LTO use only PLAN REGISTERED TIME 12.30 DATE 5 / 8 / 98 Assistant Registrar of Titles
				Sheet 1 of 2 Sheets
ADSHEAD & McQUIE PTY. LTD. LAND & ENGINEERING SURVEYING CONSULTANTS, PLANNERS 173 DRUMMOND STREET, CARLTON 3053 TEL. 9663 2713 FAX. 9663 7887 A.C.N. 005064960 EMAIL ADDRESS adsmcqm@c031.aone.net.au		LICENSED SURVEYOR (PRINT) PHILIP FRANCIS CULVENOR SIGNATURE DATE 12 / 5 / 98 REF: 6212/30 VERSION: 05		DATE 2 / 6 / 98 COUNCIL DELEGATE SIGNATURE Original sheet size A3

PLAN OF SUBDIVISION

Stage No. _____
Plan Number
PS 345105 L



ADSHEAD & McQUIE PTY. LTD.
LAND & ENGINEERING SURVEYING
CONSULTANTS, PLANNERS
173 DRUMMOND STREET CARLTON, VIC. 3053
TEL 9683 2713 FAX 9683 7887
A.C.N. 005064080
EMAIL ADDRESS ademqcm@c031.aone.net.au

O'SULLIVAN ROAD

ORIGINAL
SCALE SHEET SIZE
1-2000 A3

SCALE
20 0 20 40 60 80 100
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) PHILIP FRANCIS CULVENOR
SIGNATURE _____ DATE 12/15/98
REF 6212/30 VERSION 05

Sheet 2 of 2 sheets
DATE 2/6/98.
COUNCIL DELEGATE SIGNATURE _____
Original sheet size A3

Application by a Responsible Authority for the making of a Recording of an Agreement

Section 181 **Planning and Environment Act 1987**

AQ123701W



Form 21

Lodged by:

Name: MADDOCKS
Phone: 03 9258 3555
Address: Collins Square, Tower Two, Level 25, 727 Collins Street Melbourne VIC 3008
Ref: MYM:LGC:7069949
Customer Code: 1167E

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.

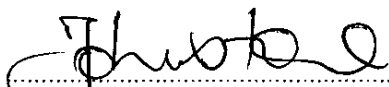
Land: Volume 11365 Folios 382 and 383

Responsible Authority: Monash City Council of 293 Springvale Road, Glen Waverley, VIC 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:



Name of officer:

FLONA JOHNSTONE

Position Held:

COORDINATOR STATUTORY PLANNING

Date:

2.8.2017

AQ123701W

08/08/2017 \$94.60 173



Date 218 /2017

Agreement under Section 173 of the Planning and Environment Act 1987

Subject Land: The Glen Shopping Centre, 227-235 Springvale Road, Glen Waverley, Victoria, 3150

Purpose: Alterations and additions to existing property; Development of Residential apartment buildings; Alteration of Access to Road Zone, Category 1.

Monash City Council

and

**Glen Centre Pty Ltd
ACN 006 643 536
Perron Investements Pty Ltd
ACN 000 003 976**

AQ123701W

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Agreement under Section 173 of the Planning and Environment Act 1987

DATE 21/8/2017

AQ123701W



BETWEEN

MONASH CITY COUNCIL (Council)
of 293 Springvale Road, Glen Waverly, VIC, 3150

AND

GLEN CENTRE PTY LTD ACN 006 643 536 (the Owner)
of 'Chadstone Tower One', Level 4, 1341 Dandenong Road, Chadstone, VIC, 3148

PERRON INVESTMENTS PTY LTD ACN 000 003 976
(the Owner)
of 4 Plain Street, East Perth, WA, 6004

(collectively, **the Owners**)

RECITALS

- A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- B. The Owners are the registered proprietors of the Subject Land.
- C. The Planning Permit was issued on 31 August 2015 and allowed alterations and additions to be made to the existing shopping centre, the development of three residential apartment buildings including use of land for accommodation (dwellings) and alteration of access to a Road Zone, Category 1.
- D. Condition 20 of the Planning Permit requires the Owners to enter into an agreement under s173 of the Act.
- E. The parties enter into this Agreement to give effect to condition 20 of the Planning Permit.
- F. As at the date of this Agreement, the Subject Land is encumbered by 2 mortgages in favour of the Mortgagees. The Mortgagees consent to the Owner entering into this Agreement.

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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.

CPI means the annual Consumer Price Index (All Groups-Melbourne) as published by the Australian Bureau of Statistics, or, if that index number is no longer published, its substitute as a cumulative indicator of the inflation rate in Australia, as determined by Council from time to time.

Endorsed Plans means the plans endorsed under the Planning Permit.

Indexation means an annual adjustment to the Satisfaction Fee carried out in accordance with CPI.

Mortgagee means the person registered or entitled from time to time to be registered as mortgagee of the Subject Land.

Owner or Owners 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 Owners and Council under this Agreement as appropriate.

Planning Permit means planning permit TPA/43692, issued by the Responsible Authority on 31 August 2015, including any subsequent amendments.

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

Residential Lot means any lot created under the Planning Permit intended for the purpose of 'residential apartment building' or 'dwelling'.

Responsible Authority means the responsible authority pursuant to the Planning Scheme.

Satisfaction Fee means a fee payable by the Owner to Council for determining whether any one of the Owner's obligations has been undertaken to Council's satisfaction, or for deciding whether to give consent for anything this Agreement provides must not be done without Council's consent, and which is payable at the rate of:

- (a) \$229.20 if paid within 12 months from the date that this Agreement commences; or
- (b) \$229.20 plus Indexation if paid at any time after 12 months from the date that this Agreement commences.

Signalised Intersection means proposed new traffic signals at the intersection of the Level 1 access to the Glen Shopping Centre (located on the Subject Land) and Snedden Drive referred to in the Planning Permit, as shown on the Endorsed Plans.

Subject Land means the land contained in Certificates of Title Volume 11365 Folios 382 and 383.

AQ123701W



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 successors in law.
- 2.4 If a party consists of more than one person this Agreement binds them only in so far as the obligations in this Agreement are relevant to that part of the Subject Land in which they have an interest. This Agreement does not impose joint and several obligations but only several obligations.
- 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 Owners 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.

3. SPECIFIC OBLIGATIONS OF THE OWNER

The Owners acknowledge and agree that all ongoing costs associated with the operation and maintenance of the Signalised Intersection are to be borne by the Owners, to the satisfaction of Council.

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**4. FURTHER OBLIGATIONS OF THE OWNER****4.1 Notice and Registration**

The Owners further covenant and agree that the Owners will bring this Agreement to the attention of all prospective purchasers, lessees, mortgagees, chargees, transferees and assigns.

4.2 Further actions

The Owners further covenant and agree that:

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

4.2.2 the Owners 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 Costs

4.3.1 The Owners acknowledge and agree that the Owners will pay Council's reasonable costs and expenses (including legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution and registration of this Agreement.

4.3.2 The Owner must pay any Satisfaction Fee to Council within 14 days after a written request for payment.

4.4 Time for determining satisfaction

If Council makes a request for payment of:

4.4.1 a fee under clause 4.3.2; or

4.4.2 any costs or expenses under clause 4.3.1,

the Parties agree that Council will not decide whether the Owner's obligation has been undertaken to Council's satisfaction, or whether to grant the consent sought, until payment has been made to Council in accordance with the request.

4.5 Interest in overdue monies

4.5.1 The Owner must pay to Council interest in accordance with s 227A of the *Local Government Act 1989* on any amount due under this Agreement that is not paid by the due date.

4.5.2 If interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.

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08/08/2017 \$94.60 173



5. ENDING OF AGREEMENT

Upon the ending of the Agreement Council must, as soon as practicable at the request and at the cost of the Owners, execute all documents necessary to make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register.

6. OWNER'S WARRANTIES

Without limiting the operation or effect which this Agreement has, the Owners warrant that apart from the Owners 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 Owners 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 2 business days after the date of posting; or

8.2.3 if sent by facsimile, when the sending party receives a confirmation of transmission except that where this occurs after 4 pm, the service is deemed to have been effected on the next following business day.

8.3 No Waiver

Any time or other indulgence granted by Council to the Owners or any variation of the terms and conditions of this Agreement or any judgment or order obtained by Council against the Owners 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.

8.6 Commercial Agreement

The parties acknowledge and agree that in addition to being an Agreement pursuant to s173 of the Act, this Agreement is also a commercial agreement between the parties.

9. COMMENCEMENT OF AGREEMENT

This Agreement commences on the date it is executed by all Parties.

10. ENDING OF AGREEMENT

10.1 The Owner may request in writing Council's consent to end the Agreement in respect of Residential Lots created by any subdivision of the Subject Land upon the issue of a statement of compliance in respect of that subdivision.

10.2 Council will not unreasonably withhold its consent to a written request made pursuant to clause 10.1 if it is satisfied that the obligations in this Agreement will remain secured to its satisfaction.

10.3 If Council agrees to end the Agreement in relation to part of the Subject Land in accordance with 10.2 Council will, within a reasonable time, following a request from the Owner and at the cost of the Owner execute all documents necessary to make application to the Registrar of Titles under section 183 of the Act to cancel the recording of this Agreement on the register as to that part of the Subject Land.

AQ123701W

08/08/2017 \$94.60 173



AQ123701W



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 2nd the day of August 2017 in exercise of the power delegated under the Administrative Procedures (Use of Common Seal) Local Law in the presence of:



[Handwritten signature]

Executive Manager Corporate Administration & Customer Service

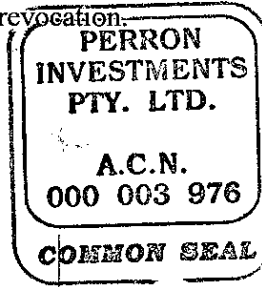
Executed by GLEN CENTRE PTY LTD ACN 006 643 536 by its attorney:

Sign here: *[Handwritten signature]*

Print name: Zoran Trimcevski

who is authorised by Power of Attorney dated 01 October 2015 and who declares that they have at the time of execution of this document no notice of its revocation.

Executed by PERRON INVESTMENTS PTY LTD ACN 000 003 976 in accordance with Section 127 of the Corporations Act 2001



[Handwritten signature]

Signature of director

GEORGE IAN ARMSTRONG
Director

Name of director (print)

[Handwritten signature]

Signature of director/company secretary
(Please delete as applicable)

ROSS WILLIAM ROBERTSON
Company Secretary

Name of director/company secretary (print)

AQ123701W



Mortgagees' Consents

Perpetual Trustee Company Ltd as Mortgagee under instrument of mortgage no. AK986938Y 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.

.....
ANZ Fiduciary Services Pty Ltd as Mortgagee under instrument of mortgage no. AJ378931P 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.

Truc Le
.....

Truc Le
Manager, Agency Services

AQ123701W

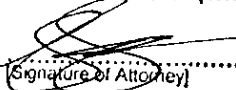
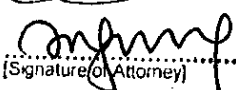


Mortgagees' Consents

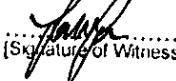
Perpetual Trustee Company Ltd as Mortgagee under instrument of mortgage no. AK986938Y consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

.....
ANZ Fiduciary Services Pty Ltd as Mortgagee under instrument of mortgage no. AJ378931P 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.

Signed in my presence for and on behalf of Perpetual Trustee Company Limited
(A B N 42 000 001 007) under the Power of Attorney dated.....16 SEP 2014
(Registration No 217,034/1) by its Attorneys


[Signature of Attorney] Genes Pasion
[Full name of Attorney] Associate
[Title of Attorney]

[Signature of Attorney] Esther Ang
[Full name of Attorney] Senior Manager
[Title of Attorney] and

who are personally known to me and each of whom declare that they have received no notice of revocation of the Power of Attorney under which this document is signed


[Signature of Witness] Faria Safa
[Full name of Witness] Associate

DOCUMENT END

**Delivered from the Landata® System by SAI Global Property Division Pty Ltd
Delivered at 25/09/2017, for Order Number 46789331. Your reference: MA10992.**

Transfer Of Land

Section 45 Transfer of Land Act 1958

Lodged by:

AJ787803S
11/07/2012 \$1388 45

i
i
i
i
S
S
in the Victorian Land Registry.

Name: *Freemills*
Phone: *+61 3 9288 1234*
Address: *Level 43, 101 Collins Street, Melbourne, Vic, 3000*
Ref: *82056420*
Customer Code: *2961C*

MADE AVAILABLE/CHANGE CONTROL
Office Use Only

The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed and subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer.

Land (volume and folio reference)
Volume 10394 Folio 395 - *ALL G-17*
Volume 8896 Folio 776 - *ALL G-2*
Volume 9331 Folio 422 - *Free Hill.*

Estate and Interest (e.g. "all my estate in fee simple")
50% of the estate in fee simple

Consideration:
\$207,425,000

Transferor (full name)
Glen Centre Pty Ltd (ACN 006 643 536)

Transferee (full name and address including postcode)
Perron Investments Pty Ltd (ACN 000 003 976) of 4 Plain Street, East Perth, Western Australia 6004 as tenant in common (and a request be made for the issue of separate interest titles)

Directing Party (full name)

Dated: *27 June 2012*

Execution and attestation: See annexure pages 2 and 3

Approval No. 6611010A ORDER TO REGISTER
Please register and issue title to

T1

Signed

Cust. Code:



STAMP DUTY USE ONLY

Original Land Transfer
Stamped with \$11,408,375.00
Doc ID 2872867, 10 Jul 2012
SRD Victoria Duty, CXPO

THE BACK OF THIS FORM MUST NOT BE USED
Land Registry, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

Annexure Page Transfer of Land Act 1958



This is page 2 of Transfer dated 27 June 2012 between Glen Centre Pty Ltd and Perron Investments Pty Ltd

Signatures of the parties

Panel Heading

Execution and attestation:

EXECUTED by GLEN CENTRE PTY LTD in accordance with section 127(1) of the Corporations Act 2001 (Cwlth) by authority of its directors:

X [Signature]
Signature of director

X Paul Belcher
Name of director (block letters)

X 39 RONDA ST THORNHURST
Address VIC 3071

X [Signature]
Signature of director/company secretary*

X ELIZABETH HOURIGAN
Name of director/company secretary* (block letters)

X 29 CHIVALRY AVENUE, GLEN WAVERLEY 3150
Address

*delete whichever is not applicable

Approval No. 6611010A

A1



- 1 If there is insufficient space to accommodate the required information in a panel of the *Approved Form* insert the words "See Annexure Page 2" (or as the case may be) and enter all the information on the Annexure Page under the appropriate panel heading. **THE BACK OF THE ANNEXURE PAGE IS NOT TO BE USED.**
- 2 If multiple copies of a mortgage are lodged, original Annexure Pages must be attached to each.
- 3 The Annexure Pages must be properly identified and signed by the parties to the Approved Form to which it is annexed.
- 4 All pages must be attached together by being stapled in the top left corner.

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

AJ787803S

11/07/2012 \$1388 45



authority and is used for the purpose of maintaining publicly searchable registers and indexes in the Victorian Land Registry.

Annexure Page Transfer of Land Act 1958

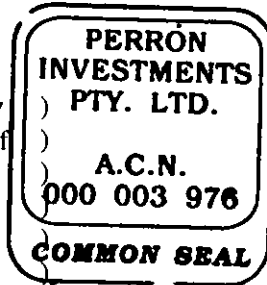
This is page 3 of Transfer dated **27 June 2012** between Glen Centre Pty Ltd and Perron Investments Pty Ltd

Signatures of the parties

Panel Heading

Execution and attestation:

EXECUTED by Perron Investents Pty Ltd in accordance with section 127(1) of the Corporations Act 2001 (Cwlth) by authority of its directors:



[Handwritten Signature]
Signature of director

GEORGE IAN ARMSTRONG
Director
Name of director (block letters)

4 PLAIN ST. EAST PERTH
Address

[Handwritten Signature]
Signature of director/company secretary*

ROSS WILLIAM ROBERTSON
Company Secretary

Name of director/company secretary* (block letters)
*delete whichever is not applicable

4 PLAIN ST. EAST PERTH 6004
Address

Approval No. 6611010A

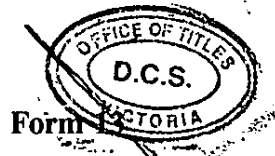
A1



- 1 If there is insufficient space to accommodate the required information in a panel of the *Approved Form* insert the words "See Annexure Page 2" (or as the case may be) and enter all the information on the Annexure Page under the appropriate panel heading. **THE BACK OF THE ANNEXURE PAGE IS NOT TO BE USED.**
- 2 If multiple copies of a mortgage are lodged, original Annexure Pages must be attached to each.
- 3 The Annexure Pages must be properly identified and signed by the parties to the *Approved Form* to which it is annexed.
- 4 All pages must be attached together by being stapled in the top left corner.

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

IMAGED



V509501B
030798 1521 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: MADDOCK LONIE & CHISHOLM
Phone: 9288 0555
Address: Level 7, 140 William Street, Melbourne, Victoria, 3000
Ref: GOC:AMN:49861 Customer Code: 1167E

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: Lot 1 on PS345105L being the land contained in certificates of title volume 10243 folio 920, volume 10164 folio 815 and volume 9200 folios 158 to 190 (both inclusive)

NOW = 10304 - 305


028 13.8.08

Authority: 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*.

A copy of the agreement is attached to this application

Signature for the Authority:

x 

Name of officer:

x DAVID CONRAN

Office held:

x CHIEF EXECUTIVE OFFICER

Date:

x 22 JUN 98

008 13.8.08

Maddock Lonie & Chisholm

LAWYERS

DATED

22 JUNE

1998

**GLEN CENTRE PTY LIMITED
ACN 006 643 536**

- and -

MONASH CITY COUNCIL

SECTION 173 AGREEMENT

Subject Land: Glen Shopping Centre, Springvale Road, Glen Waverley

A MEMBER OF
ALDC Asia

ADELAIDE, COLOMBO, DUBAI, HONG KONG, JAKARTA, KUALA LUMPUR,
MANILA, MELBOURNE, MUMBAI, NEW DELHI, SINGAPORE, SYDNEY

140 WILLIAM STREET, MELBOURNE, VICTORIA, 3000
EMAIL: info@maddocks.com.au
TELEPHONE: (03) 9288 0555
FACSIMILE: (03) 9288 0666
DX 259 MELBOURNE
OUR REF: GOC:AMN:27737534.34

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THIS AGREEMENT is made the **22** day of **JUNE** 1998
BETWEEN

GLEN CENTRE PTY LIMITED (ACN 006 643 536) of 31st Floor, 385 Bourke Street, Melbourne in the State of Victoria ("the Owner")

- and -

MONASH CITY COUNCIL of 293 Springvale Road, Glen Waverley in the State of Victoria ("the Council")

RECITALS

- A. The Owner is the registered proprietor of the subject land.
- B. The Owner has complied with the following provisions of the prior agreement in the following way:
1. it has closed and removed the existing outfall drain affecting the subject land which followed the alignment shown pink on the plan marked "B" attached to the prior agreement ("Plan B"). The easement relating to that drain (being the drainage easement in favour of the City of Waverley created in Instrument C519236) is Item 3 in the notations on Sheet 1 of the plan marked "A" attached to this Agreement ("Plan A") and will be removed upon registration of Plan A.
 2. it has relocated the outfall drain to:
 - 2.1 the alignment shown green and blue on Plan B which corresponds with easement E-4 on Plan A; and
 - 2.2 the alignment shown green on Plan B which corresponds with the hatched portion of easements E-6 and E-7 as shown on the copy enlarged extract from Sheet 2 of Plan A which is also attached to the First Schedule to this Agreement.

New drainage easements in favour of the City of Monash in relation to this drain will be created upon registration of Plan A in the position marked E-4 and within E-6 and E-7 on the eastern side of Snedden Drive.
 3. it has constructed a building over the part of the relocated outfall drain shown green and blue on Plan B with the Council's approval.
 4. it has enlarged the outfall drain to provide additional drainage capacity to serve the regional catchment.
 5. it has constructed a floodway through the subject land from Snedden Drive to High Street Road to conduct any flow of water in excess of capacity of the relocated outfall drain of a 1:200 Year Storm Intensity Event.

2.

6. it has carried out the outfall drain and floodway works referred to above in accordance with plans approved by and to the satisfaction of the Council.
- C. The Owner has agreed to provide:
1. a revised easement for outfall drainage by procuring registration of Plan A and creating drainage easements in favour of Monash City Council over the land marked E-4, E-6 and E-7 on Plan A;
 2. revised easements for drainage, sewerage, carriageway and footway by procuring registration of Plan A and creating footway, carriageway and drainage easements in favour of Monash City Council over the land marked E-1, E-2, E-6 and E-7.
- D. On 1 November 1989 the Owner purported to grant an easement of public footway, landscaping and drainage to the Mayor Councillors and Citizens of the City of Waverley, of which the Council is the successor in law. The Land Titles Office refused to register an easement which purported to create an easement of landscaping. The Council and the Owner therefore agreed to withdraw the creation of easement deed dated 1 November 1989 ("the easement deed") from its dealing and to register Plan A in substitution for the easement deed on the basis that Plan A creates easements of carriageway, footway and drainage which are in substantially the same position as the easements created by the creation of easement deed and that this Agreement will contain covenants by the Owner in relation to its landscaping obligations.
- E. When the parties entered into the prior agreement, the owner proposed to consolidate the subject land in accordance with Plan of Consolidation PC353149H. The Owner no longer wishes to register that plan of consolidation and instead proposes to register Plan A.
- F. The Council has agreed to enter into this Agreement and to cancel the prior agreement so that this Agreement relates to the subject land and not the land in the plan of consolidation, on the terms and conditions set out in this Agreement.
- G. The parties have agreed that without restricting or limiting their respective powers to enter into this Agreement and insofar as it can be treated, this Agreement shall be treated as being an Agreement under Section 173 of the *Planning and Environment Act 1987*.

IT IS AGREED:

1 DEFINITIONS

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

3.

- 1.1 "the Centre" means the Glen Shopping Centre which has been constructed on the subject land;
- 1.2 "the new easements" means easements E-1 and E-2 (for carriageway and drainage only) E-4 for drainage and E-6 and E-7 (for footway and drainage only) on Plan A;
- 1.3 "the Owner" means the registered proprietor of the subject land as at the date of this Agreement and includes the person or persons entitled from time to time to be registered by the Registrar of Titles as the proprietor of an estate in fee simple in the subject land or any part thereof;
- 1.4 "Plan A" means proposed Plan of Subdivision No. PS345105L, Version 5 a copy of which is annexed to the First Schedule to this Agreement;
- 1.5 "Plan B" means the plan marked B attached to the Second Schedule to this Agreement;
- 1.6 "the prior agreement" means an agreement under Section 173 of the Act dated 3 June 1996 made between the Owner and the Council and any subsequent variations of that Agreement;
- 1.7 the "relocated outfall drain" means the drain constructed in easement E-4 and parts of easements E-6 and E-7 as shown on Plan A;
- 1.8 "the subject land" means lot 1 on Plan A being the land contained in the Certificates of Title specified in the Third Schedule to this Agreement, which abuts Springvale Road, High Street Road and Snedden Drive, Glen Waverley, known as The Glen Shopping Centre.

2 INTERPRETATION

- 2.1 The singular includes the plural and the plural includes the singular.
- 2.2 A reference to a gender includes a reference to each other gender.
- 2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and its successors at 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 reference to a statute or a planning scheme shall include any statutes or planning scheme amendments amending, consolidating or replacing same and any regulations made under such statutes.

4.

2.6 All headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this Agreement.

2.7 The introductory clauses to this Agreement are and shall be deemed to form part of this Agreement.

3 **COMMENCEMENT OF AGREEMENT**

This Agreement shall be deemed to come into force and effect as from the date of this Agreement.

4 **CONSIDERATION**

The Owner agrees to enter into the covenants set out in Clause 6 in consideration of the Council agreeing to withdraw from the Land Titles Office the easement deed lodged in Dealing No. P659940C.

5 **SUCCESSORS IN TITLE**

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

5.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and

5.2 execute under seal a deed agreeing to be bound by the terms of this Agreement and upon such execution this Agreement shall continue as if executed by such successors as well as by the parties to this Agreement as if the successor's name appeared in each clause in which the name of the Owner appears and in addition to the name of the Owner.

6 **COVENANTS OF OWNER**

The Owner, with the intent that the burden of the covenants set out in this clause shall run with the subject land, hereby covenants:

Plan A

6.1 to procure registration of Plan A as soon as reasonably practicable at the Owner's sole cost and expense;

Drainage

6.2 to permit the Council as part of the regional drainage network to direct stormwater to and through the subject land and along the floodway as referred to in Recital B.5;

5.

Powers of Entry

- 6.3 to permit the Council on reasonable prior notice at any reasonable time (except in case of emergency where the Council may enter at any time and without prior notice) to enter into and upon the subject land for the purpose of inspecting, maintaining, repairing or reconstructing as reasonably necessary the floodway, or any drain or other works laid in or on the new easements;

Indemnity

- 6.4 to be solely responsible for any injury, loss or damage which may occur or be caused to any person, any property, or any erection or erections, building or buildings and/or any business carried out or conducted on the subject land by the Owner or any other person, by reason of or incidental to the location of or presence of the said drain, floodway, or sewer or other works in the new easements, or to any reconstruction, maintenance or repair of any drain floodway or sewer or other works (or in the case of the floodway any failure to construct or maintain the floodway in efficient condition and operation) save where such injury loss or damage is due to the negligence of the Council its servants or agents;
- 6.5 to pay to the Council any additional costs incurred by Council in the reconstruction, maintenance or repair of the floodway, or the reconstruction, maintenance or repair of any drains, sewer or other works constructed in the new easements by reason of or incidental to the construction of the proposed building over the easement marked E-4 on Plan A and part of the easements marked E-6 and E-7 (to the east of Snedden Drive) on Plan A;
- 6.6 to indemnify and keep indemnified the Council against all actions, proceedings, claims or demands ("claims") brought by any person or any losses, damages, costs and expenses, of any kind whatsoever ("losses") arising from or related to or connected in any way with the construction of the proposed building over the easements identified in the preceding sub-clause and except where such claims or losses arise out of the negligence of the Council its servants or agents;
- 6.7 to indemnify and keep indemnified the Council against all claims brought by any person or any losses arising from or related to or connected in any way with the control or entry into the Centre of drainage, stormwater or floodwater, at the entrances to the Centre marked 2, 4 or 5 on the plan marked "C" annexed to the Fourth Schedule to this Agreement ("Plan C"). The Owner acknowledges that the Owner has designed the Centre so that drainage or stormwater can flow into the entrances of the Centre before being collected in gatic drains or in the drainage system serving the Centre;

6.

Undertaking not to withdraw Plan of Subdivision

6.8 not to withdraw Plan A from the Titles Office once lodged;

General

6.9 to do all things necessary including the signing of any further agreements, undertakings, covenants, consents, approvals or other documents, for the purpose of ensuring that the Owner carries out the covenants and agreements and obligations set out in this Agreement and to enable the Council to enforce the performance by the Owner of such covenants, agreements and undertakings including but not limited to procuring registration of Plan A;

Landscaping

6.10 to maintain the landscaped areas to the east and north of the improvements on the subject land and on the eastern side of Snedden Drive only as indicated for the purposes of identification on the landscape plans by Chris Dance - drawing nos L1 and L2 of March 1998 - which have been endorsed by Council on 22 June 1998 in connection with Amendment L46 to the Monash Planning Scheme in accordance with the reasonable directions of Council as may be given from time to time and including:

6.10.1 maintaining, watering and fertilising lawn areas, garden beds, plants and shrubs and maintaining drains on a regular basis;

6.10.2 ensuring that mulched areas are re-mulched when appropriate;

6.10.3 keeping paved areas in good repair and condition, including keeping them safe, clean and tidy;

6.10.4 replacing plants, trees and shrubs which have been removed without Council's written consent or are dead, dying, diseased or in an unsafe condition, when necessary, and, if any tree is in a dangerous condition, immediately the Owner becomes aware of that dangerous condition;

6.10.5 replacing any plants, trees and shrubs which have failed to thrive with other species as suggested by Council;

and otherwise in accordance with clause 104-5 of the planning scheme or any replacement of that clause or planning scheme in force from time to time in respect of the subject land;

6.11 not to build on the part of Lot 1 on Plan A which is situated to the west of Snedden Drive except to the extent of the improvements erected on that land as at the date of this Agreement, namely a bus shelter;

7.

Bus Shelter and Retaining Walls

- 6.12 not to demolish, remove or destroy the bus shelter and retaining walls which have been constructed on the part of Lot 1 which is shown on Plan A as being on the western side of Snedden Drive without the prior written consent of the Council which consent must be expressed as being given pursuant to this sub-clause of this Agreement;

Access for Members of the Public

- 6.13 to allow members of the public generally to enjoy rights of way on foot only over all of the easements of footway which will be created in favour of the Council upon registration of Plan A and to enjoy rights of carriageway over all of the easements of carriageway which will be created in favour of the Council upon registration of Plan A; and

Maintenance of Land to West of Snedden Drive

- 6.14 to allow the Council and its authorised employees and contractors to maintain the landscaping on the part of Lot 1 which is shown on Plan A as being on the western side of Snedden Drive in accordance with sub-clause 8.2 of this Agreement.

7 **THE OWNER'S ACKNOWLEDGMENTS**

The Owner hereby acknowledges that the Council will not surrender any rights it has in respect of the easement created by Instrument No. C519236 unless and until the new easements are created by registration of Plan A.

8 **COVENANTS OF COUNCIL**

The Council will:

- 8.1 pay to the Owner the sum of \$33,376.60 (which represents the balance owing to the Owner of the moneys which Council agreed to pay to the Owner in accordance with clause 8 of the prior agreement) upon the Owner's solicitors or agents lodging Plan A at the Land Titles Office and delivering to the Council's solicitors an unconditional and irrevocable undertaking executed by the Owner not to withdraw Plan A from that office;
- 8.2 be responsible for the landscaping on the part of Lot 1 which is shown on Plan A as being on the western side of Snedden Drive and for maintenance of that landscaping by gardening and mowing;
- 8.3 only use the easement of carriageway which will be created upon registration of Plan A over the part of Lot 1 which is shown on Plan A as being on the western side of Snedden Drive for the purposes of using the existing bus stop

8.

and bus shelter (including pedestrian access to the bus stop and bus shelter) and for maintaining the landscaping on that land in accordance with sub-clause 8.2 of this Agreement.

9 **COSTS OF THIS AGREEMENT**

The Owner shall pay to the Council on demand, 25% of the Council's reasonable costs and expenses (including legal expenses) incidental to the preparation, drafting, finalisation, engrossment, execution and registration of this Agreement and cancellation of the prior agreement which (until paid) are and remain a charge on the subject land, to a maximum of \$500.

10 **MEMORANDUM OF AGREEMENT TO BE ENTERED ON CERTIFICATE OF TITLE**

The Owner agrees to do all things necessary to enable the Council to procure the recording of this Agreement on the folio or folios of the Register which relate to the subject land in accordance with Section 181 of the *Planning and Environment Act 1987* including the signing of any further agreement, acknowledgment or document to enable the recording to be made in the Register.

11 **COVENANTS TO RUN WITH LAND**

The parties agree that the burden of the covenants of the Owner set out in this Agreement shall run with the subject land and the Council shall have the power to enforce the covenants against any person or persons deriving title from the Owner whether as owner of the whole or part of the subject land.

12 **SUCCESSORS TO BE BOUND**

This Agreement binds in addition to the parties, their respective legal personal representatives, successors, transferees and assigns.

13 **SEVERABILITY**

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

14 **GOVERNING LAW**

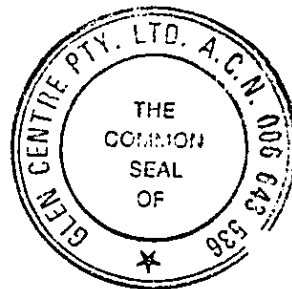
This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Victoria.

15 CANCELLATION OF PRIOR AGREEMENT

The parties agree that, upon registration of Plan A, the prior agreement shall be cancelled and of no further force or effect.

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

THE COMMON SEAL of GLEN CENTRE PTY LIMITED (ACN 006 643 536) was hereunto affixed in accordance with its Articles of Association in the presence of:



[Handwritten signature]

Director

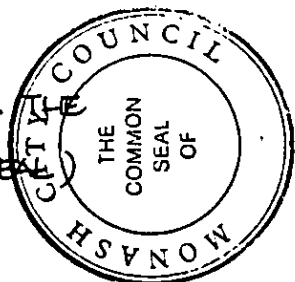
[Handwritten signature]

Director/Secretary

THE COMMON SEAL of MONASH CITY COUNCIL was hereunto affixed this day of 1998 in the presence of:

~~.....~~
~~.....~~

THE COMMON SEAL OF MONASH CITY COUNCIL WAS AFFIXED ON BEHALF OF COUNCIL BY AUTHORITY OF THE CHIEF EXECUTIVE OFFICER ON THE 22nd DAY OF JUNE 1998 IN EXERCISE OF THE POWER DELEGATED UNDER THE ADMINISTRATIVE PROCEDURES (USE OF COMMON SEAL) LOCAL LAW IN THE PRESENCE OF:




[Handwritten signature] CEO
[Handwritten signature]

10.

FIRST SCHEDULE

copy of PS345105L Version 5 (Plan A)

PLAN OF SUBDIVISION			STAGE NO. <hr style="border: none; border-top: 1px solid black; margin: 0;"/> LTO use only EDITION	Plan Number PS 345105 L
Location of Land Parish: MULGRAVE Township: --- Section: --- Crown Allotment: --- Crown Portion: 75 (PART) LTO Base Record: CHART 58 Title Reference: VOL.10243 FOL.920,RP.9411 (TO BE CANCELLED) AND VOL.10164 FOL.815 Last Plan Reference: PC.171700R RP.9411 Postal Address: THE GLEN SHOPPING CENTRE (at time of subdivision) SPRINGVALE ROAD, GLEN WAVERLEY,3150. AMG Co-ordinates E 338530 Zone: 55 (of approx. centre of land in plan) N 5806090			Council Certificate and Endorsement Council Name: MONASH CITY COUNCIL Ref: 5098A 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 <u>OPEN SPACE</u> (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/hcs 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 and/or Reserves				
Identifier	Council/Body/Person			
ROAD R-1	MONASH CITY COUNCIL			
Notations				
Staging		This is/As not a staged subdivision. Planning Permit No.		
Depth Limitation		DOES NOT APPLY		
1. LEVEL DATUM IS A.H.D. VIDE M.W. 2348 @ RL. 114.66 (R-5-1989) 2. PART OF THE SEWERAGE AND THE DRAINAGE & SEWERAGE EASEMENTS SHOWN ON LP.44783 AND FURTHER SHOWN ON RP.9411 AND VOL.10243 FOL.920 AS AFFECTING THE LAND IN THIS PLAN OF SUBDIVISION ARE TO BE REMOVED UPON REGISTRATION OF THIS PLAN. 3. THE DRAINAGE EASEMENT CREATED IN C 519236 IN FAVOUR OF THE CITY OF WAVERLEY AS AFFECTING THE LAND IN THIS PLAN OF SUBDIVISION AND FURTHER SHOWN ON RP.9411 IS TO BE REMOVED UPON REGISTRATION OF THIS PLAN. 4. THE DRAINAGE EASEMENT CREATED IN TP.532 D IN FAVOUR OF LOTS ON LP.16566 AS AFFECTING THE LAND IN THIS PLAN OF SUBDIVISION IS TO BE REMOVED UPON REGISTRATION OF THIS PLAN. (SEE VOL.10164 FOL.815)				
Survey		This plan is/ is not based on survey.		GROUNDS FOR REMOVAL (OF 2,3 & 4 ABOVE) _____ PLANNING PERMIT NO.....
This survey has been connected to permanent marks No.(s) in Proclaimed Survey Area No.				
Easement Information				
Legend: E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement. A - Appurtenant Easement R - Encumbering Easement (Road).				LTO use only
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited / In Favour Of
E-1	CARRIAGEWAY & DRAINAGE	SEE DIAG.	THIS PLAN	CITY OF MONASH
E-2	CARRIAGEWAY & DRAINAGE	SEE DIAG.	THIS PLAN	CITY OF MONASH
E-3	SEWERAGE	SEE DIAG.	THIS PLAN	YARRA VALLEY WATER LTD.
E-4	SEWERAGE	SEE DIAG.	THIS PLAN	YARRA VALLEY WATER LTD.
E-5	DRAINAGE BELOW RL. 107.44 AHD.	3	THIS PLAN	CITY OF MONASH
E-6	SEWERAGE	3.05	INST. C 137246	MWSW.
E-7	DRAINAGE	3.05	INST. F 782843	CITY OF WAVERLEY
E-8	FOOTWAY & DRAINAGE	SEE DIAG.	THIS PLAN	CITY OF MONASH
E-9	FOOTWAY & DRAINAGE	SEE DIAG.	THIS PLAN	CITY OF MONASH
E-10	SEWERAGE	SEE DIAG.	THIS PLAN	YARRA VALLEY WATER LTD.
R-1	CARRIAGEWAY, DRAINAGE, SEWERAGE WATER, GAS, ELECTRICITY, TELEPHONE & DATA TRANSMISSION	SEE DIAG.	THIS PLAN	LAND IN THIS PLAN
Statement of Compliance/ Exemption Statement				
Received <input type="checkbox"/>				
Date / /				
LTO use only				
PLAN REGISTERED				
TIME				
DATE / /				
Assistant Registrar of Titles				
Sheet 1 of 2 Sheets				
 ADSHEAD & McQUIE PTY. LTD. LAND & ENGINEERING SURVEYING CONSULTANTS, PLANNERS 173 DRUMMOND STREET, CARLTON 3053 TEL. 9663 2713 FAX. 9663 7887 A.C.N. 005064960 EMAIL ADDRESS adsmcqm@co3i.com.net.au			LICENSED SURVEYOR (PRINT) PHILIP FRANCIS CULVENOR SIGNATURE _____ DATE / / REF: 6212/30 VERSION: 05	
DATE / /				
COUNCIL DELEGATE SIGNATURE				
Original sheet size A3				

PLAN OF SUBDIVISION

Stage No.

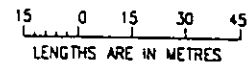
Plan Number

PS 345105 L

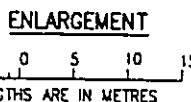
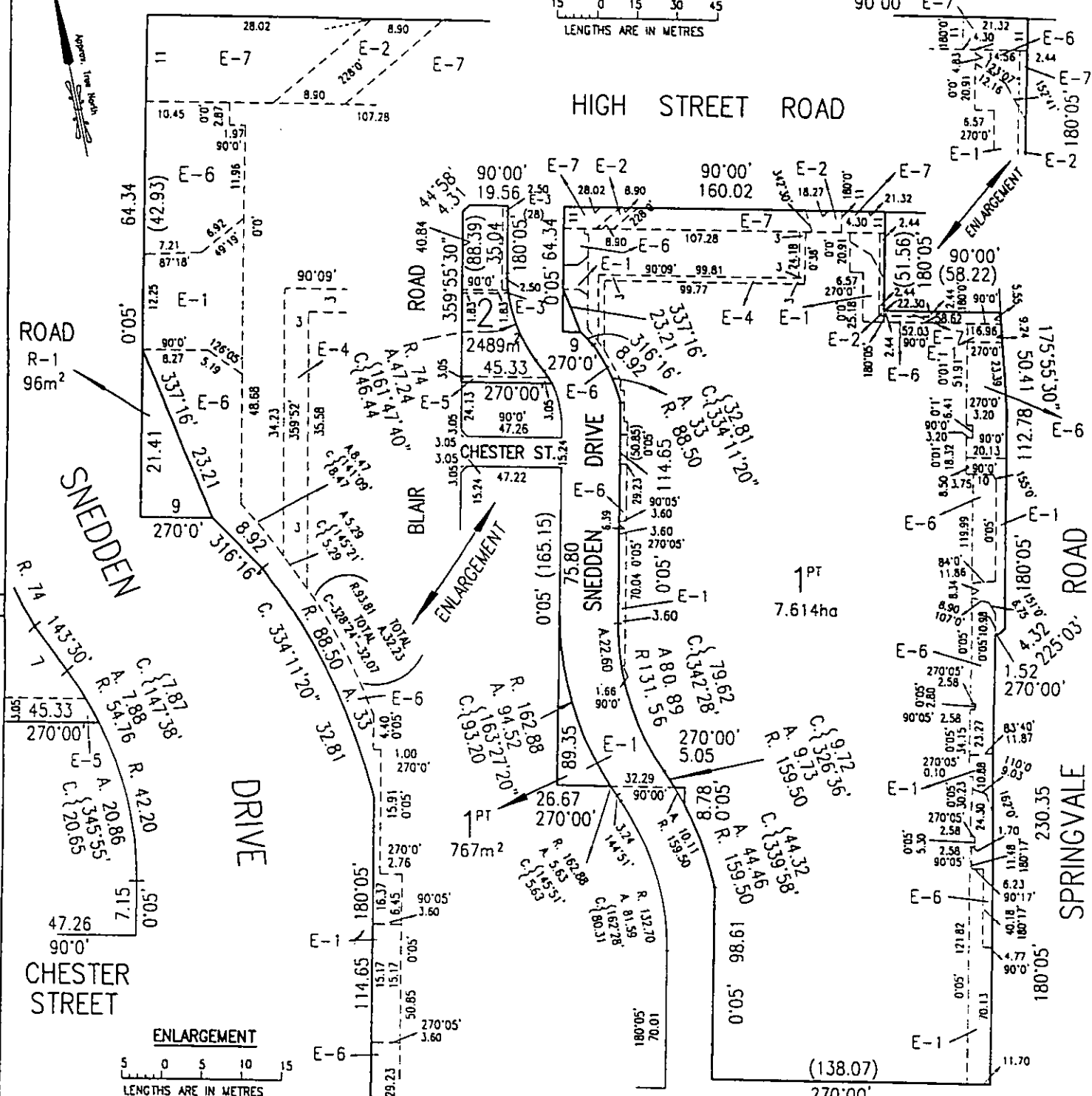
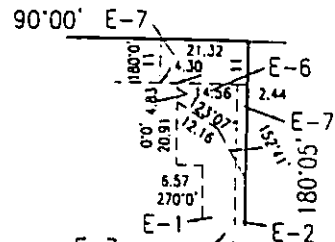
HIGH STREET ROAD

ENLARGEMENT

HIGH STREET ROAD



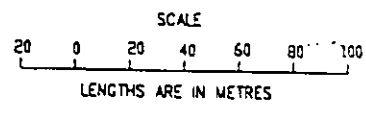
HIGH STREET ROAD



ADSHED & McQUIE PTY. LTD.
 LAND & ENGINEERING SURVEYING
 CONSULTANTS, PLANNERS
 173 DRUMMOND STREET CARLTON, VIC. 3053
 TEL 9663 2713 FAX 9663 7887
 A.C.N. 005064960
 EMAIL ADDRESS adsmcqm@co3j1.cone.net.au

O'SULLIVAN ROAD

ORIGINAL
 SCALE 1:2000
 SHEET SIZE A3



LICENSED SURVEYOR (PRINT) PHILIP FRANCIS CULVENOR
 SIGNATURE _____ DATE / /
 REF 6212/30 VERSION 05

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

PLAN OF SUBDIVISION

stage (NO.)

1 UNIT NUMBER

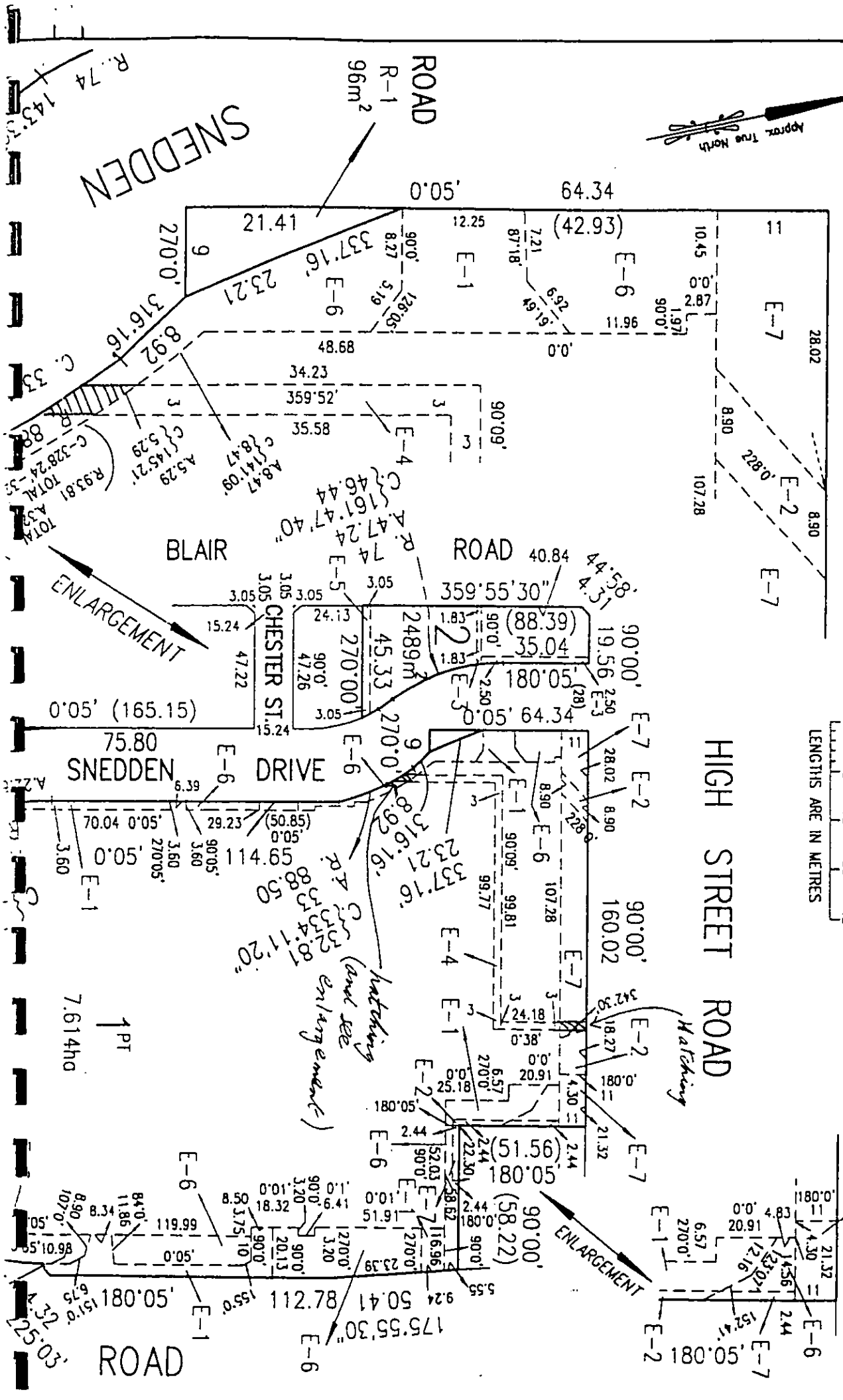
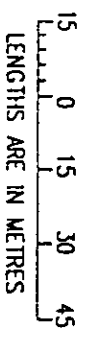
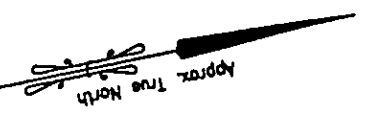
PS 345105 L

Extract from sheet 2

HIGH STREET ROAD

ENLARGEMENT

HIGH STREET ROAD



R-1 ROAD

BLAIR ROAD

CHESTER ST.

SNEDDEN DRIVE

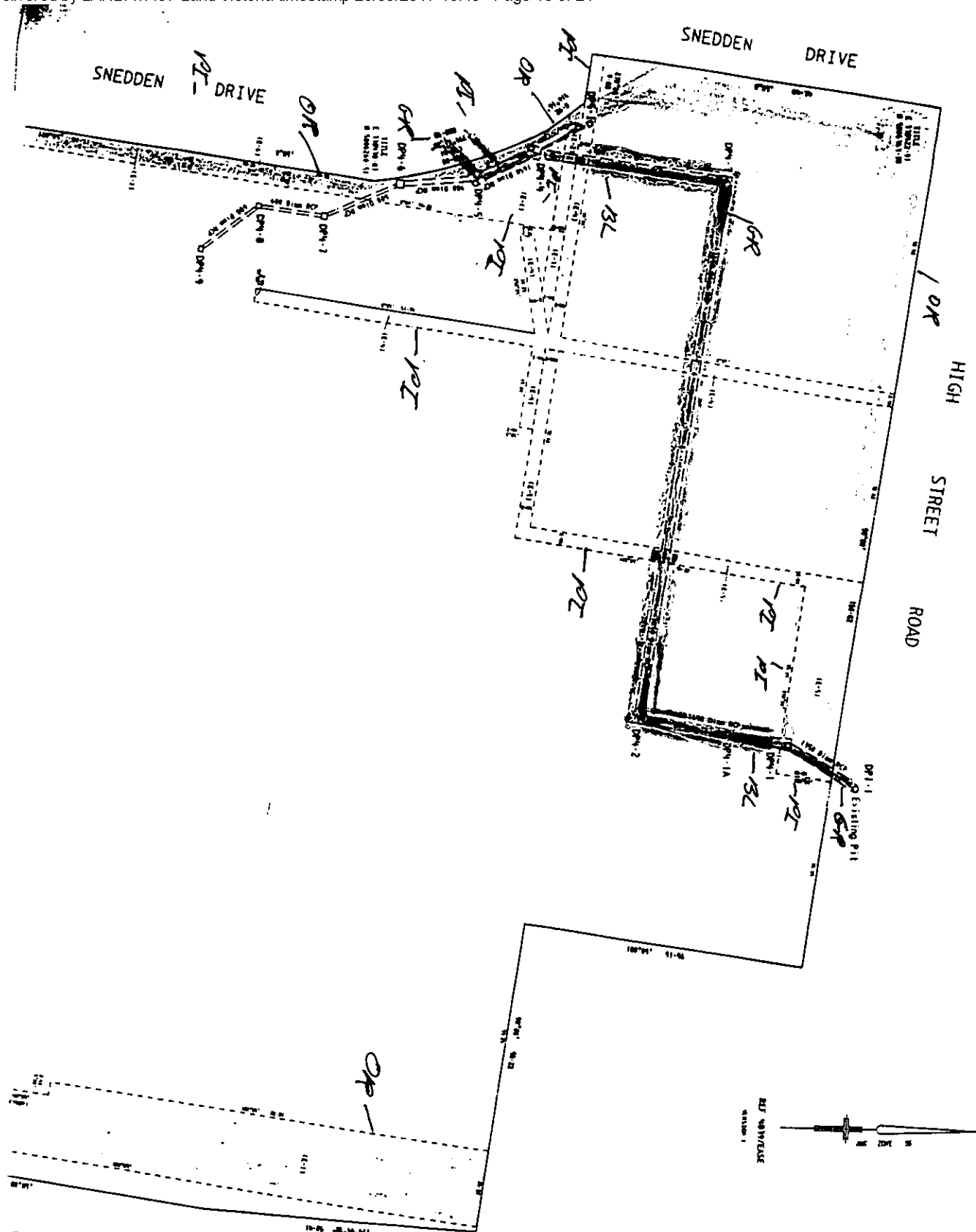
HIGH STREET ROAD

ROAD

11.

SECOND SCHEDULE

Plan B



PLAN OF PIPE LOCATION
THE GLEN SHOPPING CENTRE, STAGE 2
SCALE 1:500

- NOTES:
- 1. THE DRAWING SHOWS THE BEST PRACTICE FOR A 150mm DIA. 100% PVC UHDF PIPE.
 - 2. THE PIPE SHALL BE INSTALLED TO A MINIMUM DEPTH OF 1.0m.
 - 3. THE PIPE SHALL BE INSTALLED TO A MINIMUM DEPTH OF 1.0m.
 - 4. THE PIPE SHALL BE INSTALLED TO A MINIMUM DEPTH OF 1.0m.
 - 5. THE PIPE SHALL BE INSTALLED TO A MINIMUM DEPTH OF 1.0m.
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 - 8. THE PIPE SHALL BE INSTALLED TO A MINIMUM DEPTH OF 1.0m.
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 - 10. THE PIPE SHALL BE INSTALLED TO A MINIMUM DEPTH OF 1.0m.
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 - 49. THE PIPE SHALL BE INSTALLED TO A MINIMUM DEPTH OF 1.0m.
 - 50. THE PIPE SHALL BE INSTALLED TO A MINIMUM DEPTH OF 1.0m.

REF SURVEILLANCE
VERSION 1

PI	IDENTIFYING	EASTING	NORTHING	INV LEVEL
PI 1	484270.00	10807.00	10807.00	01.50
PI 2	484270.00	10807.00	10807.00	01.50
PI 3	484270.00	10807.00	10807.00	01.50
PI 4	484270.00	10807.00	10807.00	01.50
PI 5	484270.00	10807.00	10807.00	01.50
PI 6	484270.00	10807.00	10807.00	01.50
PI 7	484270.00	10807.00	10807.00	01.50
PI 8	484270.00	10807.00	10807.00	01.50
PI 9	484270.00	10807.00	10807.00	01.50
PI 10	484270.00	10807.00	10807.00	01.50
PI 11	484270.00	10807.00	10807.00	01.50
PI 12	484270.00	10807.00	10807.00	01.50
PI 13	484270.00	10807.00	10807.00	01.50
PI 14	484270.00	10807.00	10807.00	01.50
PI 15	484270.00	10807.00	10807.00	01.50
PI 16	484270.00	10807.00	10807.00	01.50
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PI 18	484270.00	10807.00	10807.00	01.50
PI 19	484270.00	10807.00	10807.00	01.50
PI 20	484270.00	10807.00	10807.00	01.50
PI 21	484270.00	10807.00	10807.00	01.50
PI 22	484270.00	10807.00	10807.00	01.50
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PI 28	484270.00	10807.00	10807.00	01.50
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PI 33	484270.00	10807.00	10807.00	01.50
PI 34	484270.00	10807.00	10807.00	01.50
PI 35	484270.00	10807.00	10807.00	01.50
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PI 39	484270.00	10807.00	10807.00	01.50
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PI 49	484270.00	10807.00	10807.00	01.50
PI 50	484270.00	10807.00	10807.00	01.50

brass pit design pty ltd
1 Alfred Street, Moorabbin, VIC 3122
PH: 018 8781 FAX: 018 5597

B "

12.

THIRD SCHEDULE

Titles to the Subject Land

VOLUME	FOLIO
10243	920 (part)
10164	815
9200	158 to 190 (both inclusive)

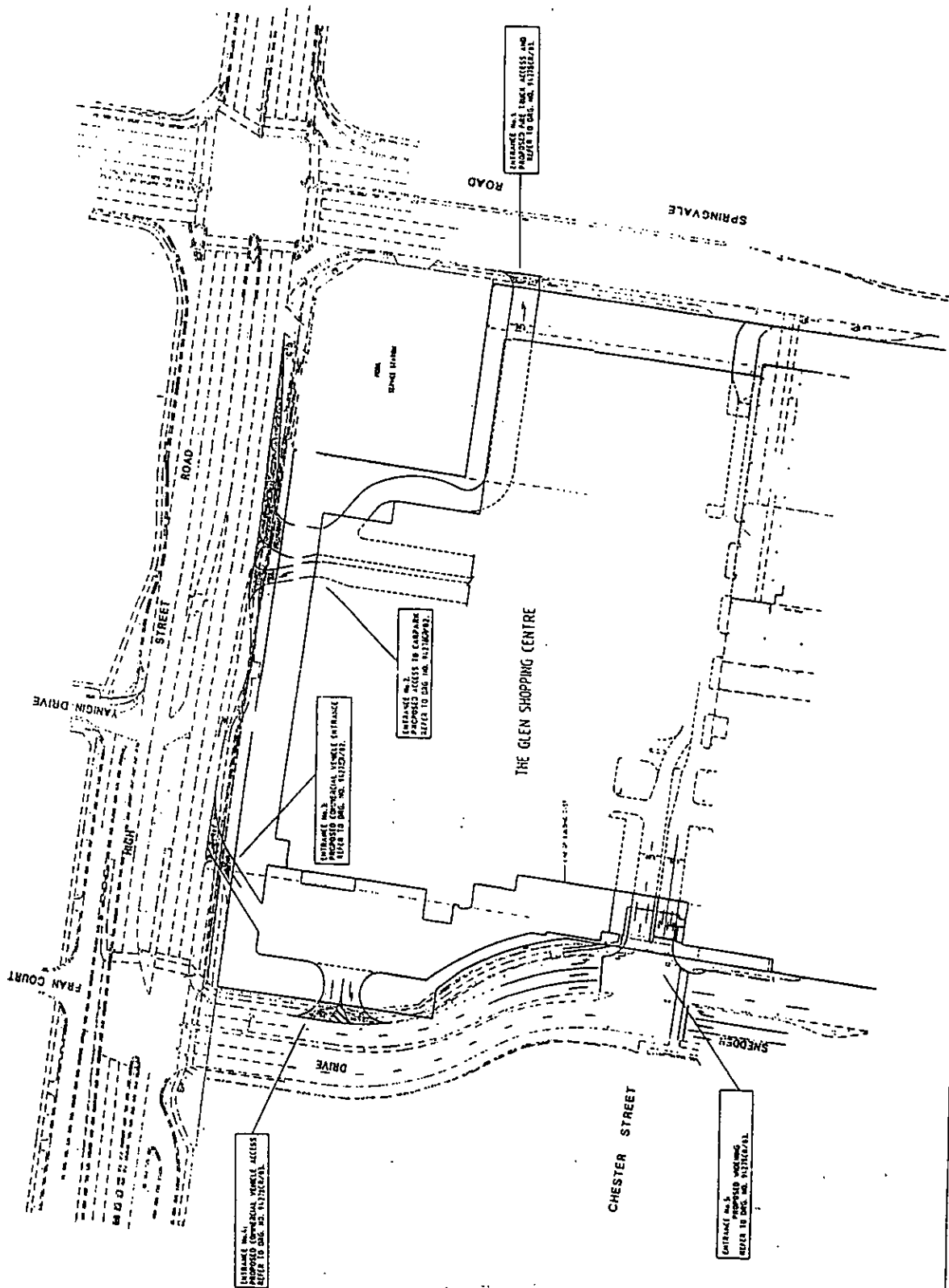
13.

FOURTH SCHEDULE

Plan of Entrances to the Centre (Plan C)

THE GLEN SHOPPING CENTRE - STAGE 2

EXTERNAL ROADWORKS



DATE	DESCRIPTION	BY	SCALE
15/09/17	ISSUED FOR TENDERS	GR	AS SHOWN
15/09/17	REVISED FOR STAKE	GR	AS SHOWN
15/09/17	REVISED FOR STAKE	GR	AS SHOWN
15/09/17	REVISED FOR STAKE	GR	AS SHOWN
15/09/17	REVISED FOR STAKE	GR	AS SHOWN

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 Springvale VIC 3171
 Tel: 03 9499 8888
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 Email: gregonrichards@gregonrichards.com.au

The Glen Shopping Centre
 STAGE 2 DEVELOPMENT
 EXTERNAL ROADWORKS
 PRELIMINARY SITE PLAN

5 C 11