

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

Page 1 of 1

VOLUME 12473 FOLIO 362

Security no : 124119867882B
Produced 15/11/2024 11:27 AM

LAND DESCRIPTION

Lot A on Plan of Subdivision 903390A.
PARENT TITLE Volume 12292 Folio 937
Created by instrument PS903390A 16/05/2023

**ADVERTISED
PLAN**

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
EAST GIPPSLAND STEINER EDUCATION GROUP INC of 28 MCKEAN STREET BAIRNSDALE
VIC 3875
AW887450E 31/05/2023

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT AW887450E 31/05/2023
Expiry Date 31/12/2050

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
AW743263J 19/04/2023

DIAGRAM LOCATION

SEE PS903390A 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: 3 CALDWELL COURT JOHNSONVILLE VIC 3902

ADMINISTRATIVE NOTICES

NIL

eCT Control 14943M WARDS BARRISTERS AND SOLICITORS PTY LTD
Effective from 06/06/2023

DOCUMENT END

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<h1>PLAN OF SUBDIVISION</h1>	<h2>EDITION 1</h2>	<h1>PS 903390A</h1>
------------------------------	--------------------	---------------------

LOCATION OF LAND

PARISH: BUMBERRAH
TOWNSHIP: _____
SECTION: _____
CROWN ALLOTMENT: 50 (PART)
CROWN PORTION: _____
TITLE REFERENCE: VOL 12292 FOL 937

LAST PLAN REFERENCE: LOT B - PS840673K

POSTAL ADDRESS: 1738 PRINCES HIGHWAY,
(at time of subdivision) JOHNSONVILLE, 3902

MGA2020 CO-ORDINATES: E: 572 860 **ZONE:** 55
(of approx centre of land N: 5813 660
in plan)

Council Name: East Gippsland Shire Council

Council Reference Number: PS903390A
 Planning Permit Reference: 480/2021/P
 SPEAR Reference Number: S183621S

Certification

This plan is certified under section 6 of the Subdivision Act 1988

Public Open Space

A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has been made and the requirement has not been satisfied at Certification

Digitally signed by: Robert Pringle for East Gippsland Shire Council on 28/02/2023

Statement of Compliance issued: 10/05/2023

Public Open Space

A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has been made and the requirement has been satisfied at Statement of Compliance

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
RI ROAD	EAST GIPPSLAND SHIRE COUNCIL

NOTATIONS

NOTATIONS

DEPTH LIMITATION DOES NOT APPLY

SURVEY:
This plan is based on survey.

STAGING:
This is not a staged subdivision.
Planning Permit No. _____

This survey has been connected to permanent marks No(s). _____

In Proclaimed Survey Area No. NIL

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EASEMENT INFORMATION

LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

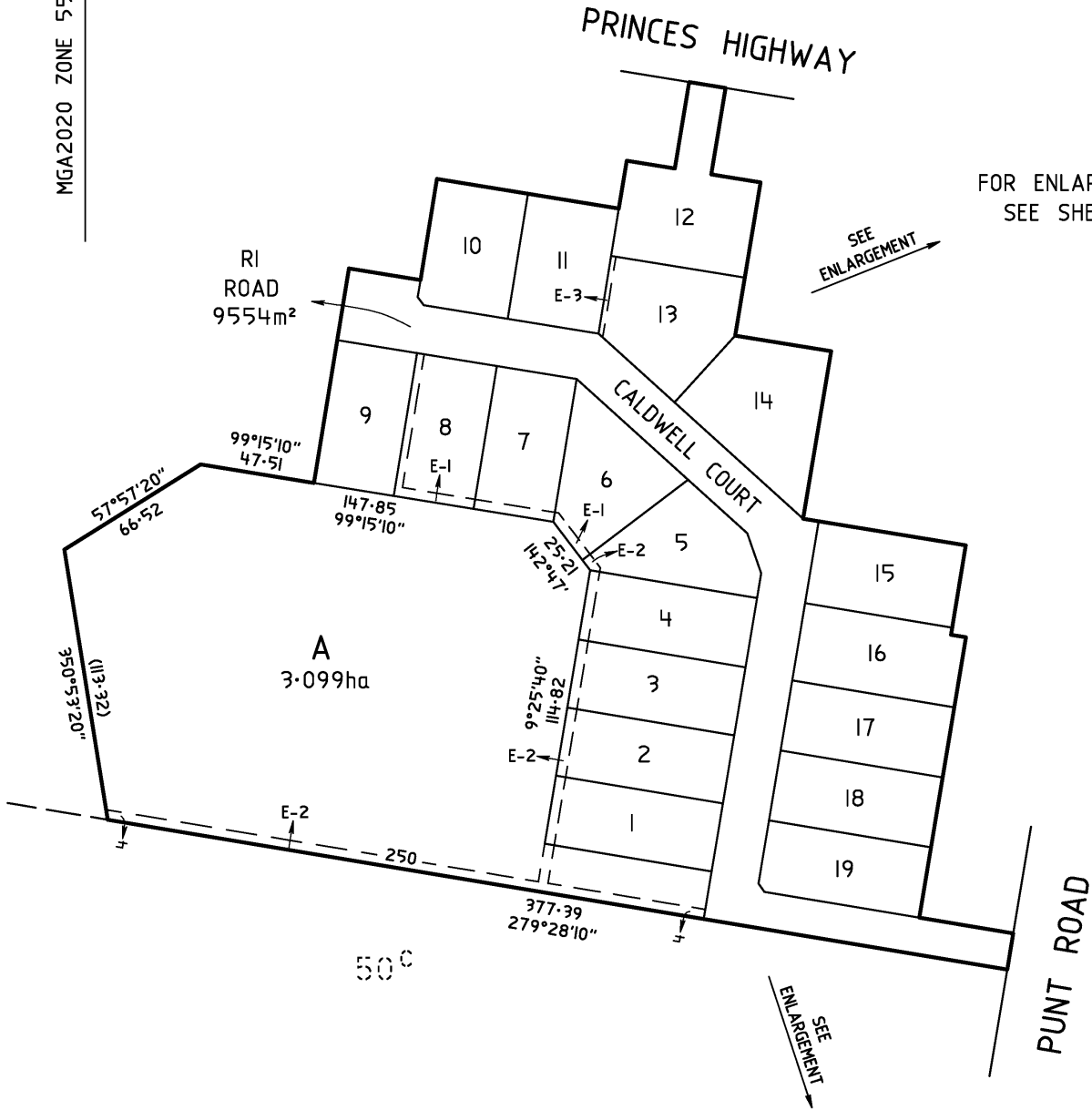
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	SEWERAGE	SEE DIAG	THIS PLAN	EAST GIPPSLAND REGION WATER CORPORATION
E-2	DRAINAGE & SEWERAGE	4	THIS PLAN	EAST GIPPSLAND REGION WATER CORPORATION & EAST GIPPSLAND SHIRE COUNCIL
E-3	DRAINAGE	2	THIS PLAN	LOT 12 ON THIS PLAN

<p>Crowthier & Sadler Pty. Ltd. LICENSED SURVEYORS & TOWN PLANNERS 162 MACLEOD STREET, BAIRNSDALE, VIC., 3875 P. (03) 6162 6011 E. contact@rowthiersadler.com.au</p>	<p>SURVEYORS FILE REF: 19639</p>	<p>ORIGINAL SHEET SIZE: A3</p>	<p>SHEET 1 OF 4 SHEETS</p>
	<p>Digitally signed by: Michael J Sadler, Licensed Surveyor, Surveyor's Plan Version (4), 08/08/2022, SPEAR Ref: S183621S</p>		<p>PLAN REGISTERED TIME: 2:39PM DATE: 16/05/2023 J. QIN Assistant Registrar of Titles</p>

PS 903390A

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MGA2020 ZONE 55



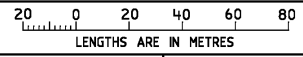
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FOR ENLARGEMENT SEE SHEET 3

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SURVEYORS REF
19639

SCALE
1:2000



ORIGINAL SHEET
SIZE: A3

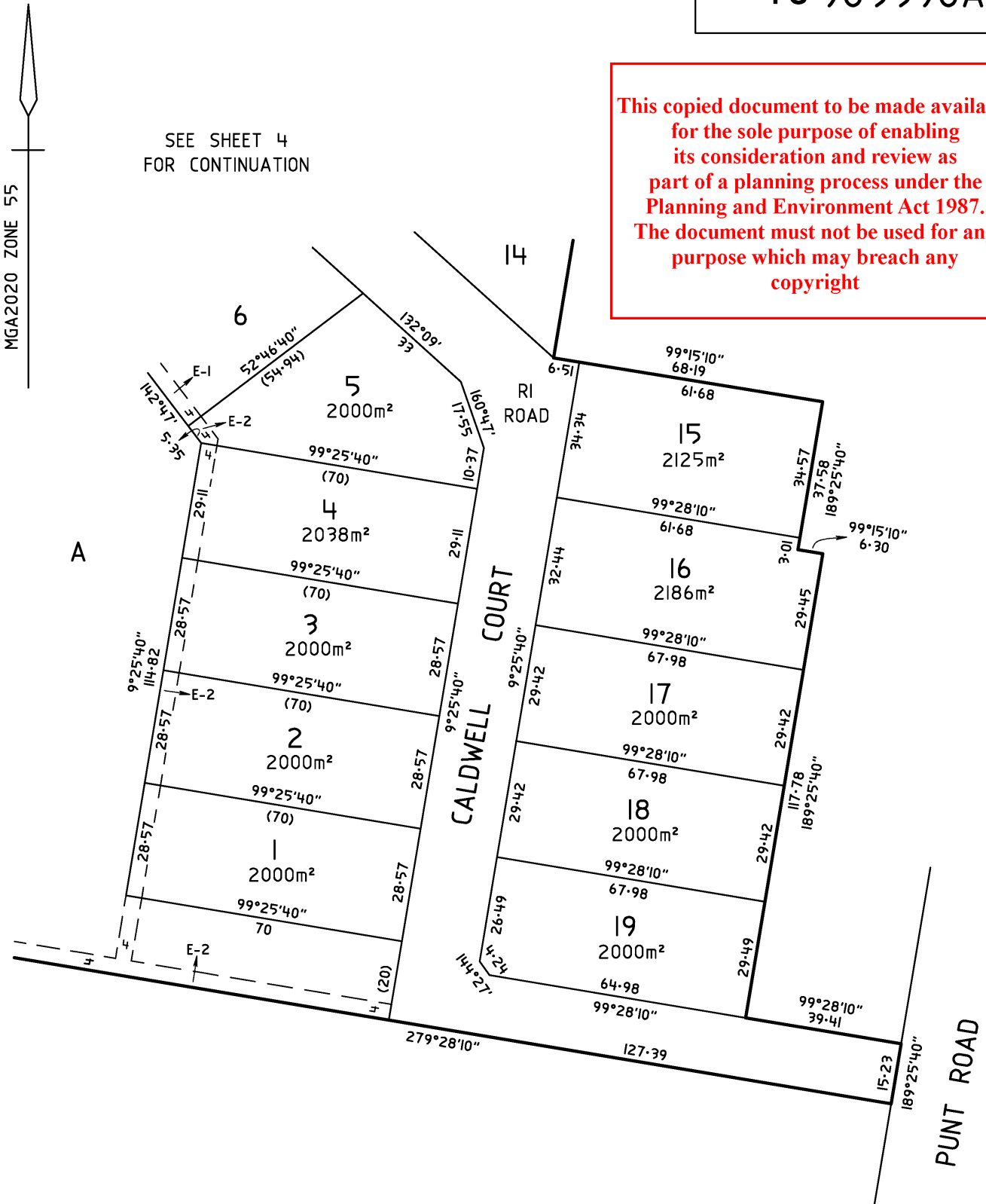
SHEET 2

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 08/08/2022, SPEAR Ref: S183621S

Digitally signed by:
 East Gippsland Shire Council,
 28/02/2023,
 SPEAR Ref: S183621S

PS 903390A

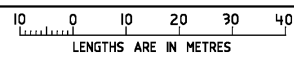
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SURVEYORS REF
19639

SCALE
1:1000



ORIGINAL SHEET
SIZE: A3

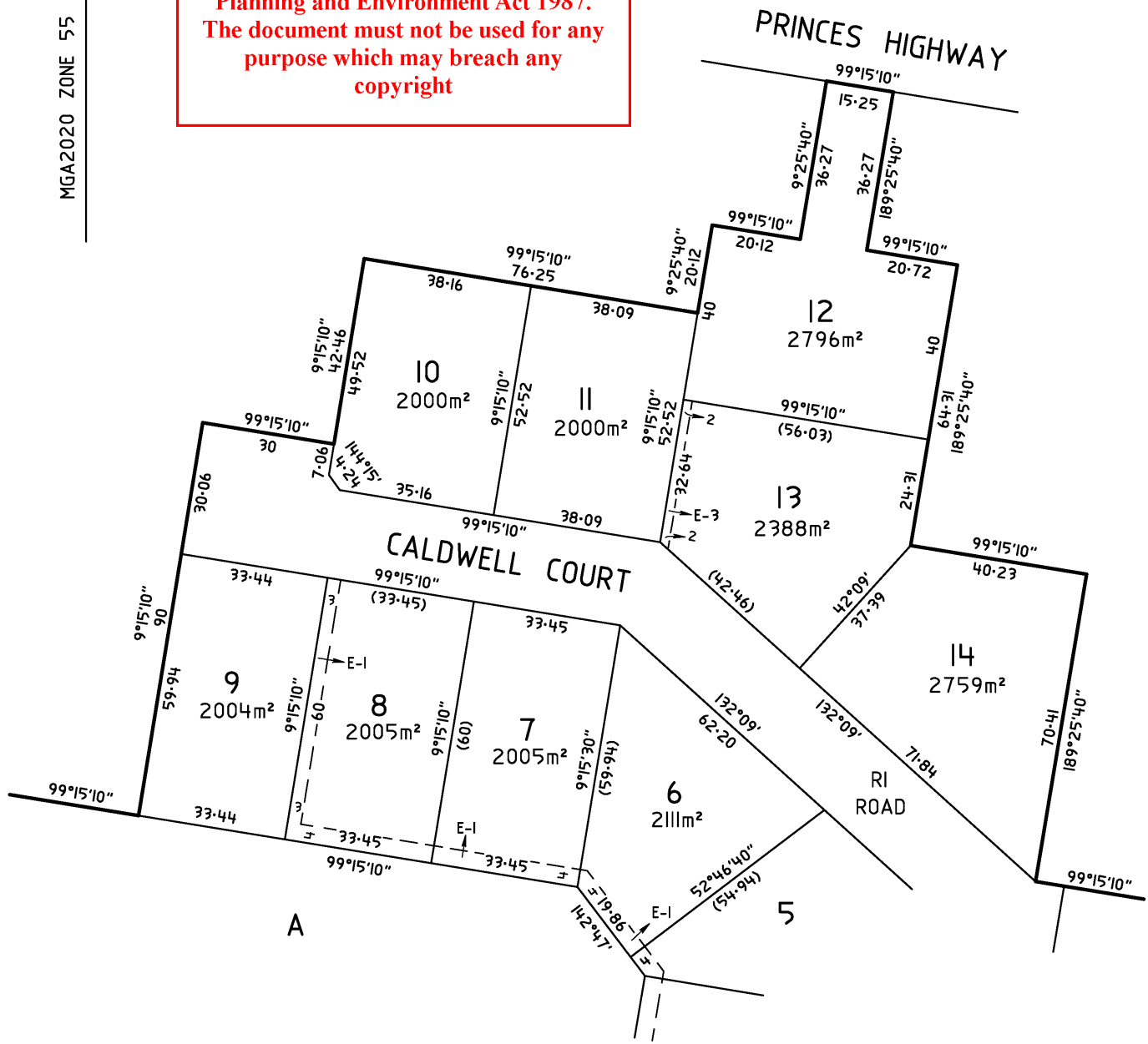
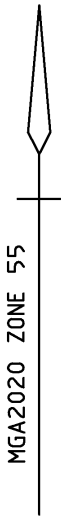
SHEET 3

Digitally signed by: Michael J Sadler, Licensed Surveyor,
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 08/08/2022, SPEAR Ref: S183621S

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 East Gippsland Shire Council,
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PS 903390A

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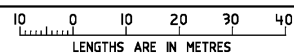
SEE SHEET 3 FOR CONTINUATION

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SURVEYORS REF 19639

SCALE 1:1000



ORIGINAL SHEET SIZE: A3

SHEET 4

Digitally signed by: Michael J Sadler, Licensed Surveyor, Surveyor's Plan Version (4), 08/08/2022, SPEAR Ref: S183621S

Digitally signed by: East Gippsland Shire Council, 28/02/2023, SPEAR Ref: S183621S



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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Status	Registered	Dealing Number	AW743263J
Date and Time Lodged	19/04/2023 09:45:14 AM		

Lodger Details

Lodger Code	21210T
Name	WARREN GRAHAM AND MURPHY PTY LTD
Address	
Lodger Box	
Phone	
Email	
Reference	RMH 1067423 LAGOON S

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APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
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Estate and/or Interest

FEE SIMPLE

Land Title Reference

12292/937

Instrument and/or legislation

RECORD - AGREEMENT - SECTION 173
Planning & Environment Act - section 173

Applicant(s)

Name	EAST GIPPSLAND SHIRE COUNCIL
Address	
Street Number	273
Street Name	MAIN
Street Type	STREET
Locality	BAIRNSDALE
State	VIC
Postcode	3875

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Additional Details



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Refer Image Instrument

The applicant requests the recording of this Instrument in the Register.

Execution

1. The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Executed on behalf of	EAST GIPPSLAND SHIRE COUNCIL
Signer Name	ROHAN MICHAEL HUBBARD
Signer Organisation	WARREN GRAHAM AND MURPHY PTY LTD
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	19 APRIL 2023

File Notes:

NIL

This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.

Statement End.

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Number of Pages (excluding this cover sheet)	9
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Date 12 / 04 / 2023

**Agreement under section 173
of the Planning and Environment Act 1987**
Subject Land: 1738 Princes Highway, Johnsonville

East Gippsland Shire Council
and

Lagoon Creek Developments Pty Ltd

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Agreement under section 173 of the Planning and Environment Act 1987

Dated 12 / 04 / 2023

Parties

Name	East Gippsland Shire Council
Address	273 Main Street, Bairnsdale, Victoria
Short name	Council

Name	Lagoon Creek Developments Pty Ltd
Address	152 Macleod Street, Bairnsdale, Victoria
Short name	Owner

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Background

- A. Council is the responsible authority for the Planning Scheme.
- B. The Subject Land is subject to the Planning Scheme.
- C. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- D. Council issued the Planning Permit authorising the subdivision of the Subject Land and removal of vegetation. This Agreement is to give effect to condition 7 of the Planning Permit.
- E. The parties enter into this Agreement to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect to the Subject Land.

The Parties agree

1. Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

Agreement means this Agreement and includes this Agreement as amended from time to time.

Building has the same meaning as in the Act.

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Current Address means:

- (a) for Council, the address shown on page one of this Agreement, or any other address listed on Council's website; and
- (b) for the Owner, the address shown on page one of this Agreement or any other address provided by the Owner to Council for any purpose relating to the Subject Land.

Current Email means:

- (a) for Council, feedback@egipps.vic.gov.au, or any other email address listed on Council's website; and
- (b) for the Owner, any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.

Endorsed Plan means the plan endorsed with the stamp of Council from time to time as the plan which forms part of the Planning Permit.

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

Lot has the same meaning as in the *Subdivision Act 1988*.

Owner means the person registered or entitled from time to time to be registered as proprietor of an estate in fee simple of the Subject Land and includes a mortgagee-in-possession.

Owner's obligations includes the Owner's specific obligations and the Owner's further obligations.

Party or Parties means the Parties to this Agreement but does not include a person who has transferred or otherwise disposed of all of their interests in the Subject Land.

Planning Permit means planning permit No. 480/2021/P as amended from time to time, issued on 28 April 2022, authorising a Multi Lot Subdivision adjacent a Transport Zone 2, Works (Roadworks) and Vegetation Removal on the Subject Land in accordance with the Endorsed Plan.

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

Stormwater Management Plan means the Stormwater Management Plan approved by Council under Condition 5 of the Planning Permit. A copy of the Stormwater Management Plan is available for inspection at Council Offices during normal business hours upon giving the Council reasonable notice.

Subject Land means the land situated at 1738 Princes Highway, Johnsonville being the land referred to in certificate of title volume 12292 folio 937 and any reference to the Subject Land includes any lot created by the subdivision of the Subject Land or any part of it.

Works has the same meaning as in the Act.

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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 all genders;
- 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 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;
- 2.5 a term used 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 Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;
- 2.7 the Background forms part of this Agreement;
- 2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and
- 2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

3. Purposes of Agreement

The Parties acknowledge and agree that the purposes of this Agreement are to:

- 3.1 give effect to the terms of the Planning Permit; and
- 3.2 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

4. Reasons for Agreement

The Parties acknowledge and agree that Council has entered into this Agreement for the following reasons:

- 4.1 Council would not have issued the Planning Permit without the condition requiring this Agreement; and
- 4.2 the Owner has elected to enter into this Agreement in order to take the benefit of the Planning Permit.

5. Agreement required

The Parties agree that this Agreement will continue to be required unless Council confirms in writing that it is no longer required.

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6. Owner's specific obligations

The Owner covenants and agrees that:

- 6.1 any Dwelling on a lot must include a rainwater tank with a minimum storage capacity of 5,400 litres;
- 6.2 the rainwater tank must collect runoff from the roof of the Dwelling;
- 6.3 the rainwater tank must be used as the primary source for flushing toilets, laundry fixtures and must also include an external tap for garden irrigation;
- 6.4 the overflow of the rainwater tank must be discharged to a raingarden with a minimum area of 2 square metres on the same Lot; and
- 6.5 the raingarden must be maintained to the satisfaction of Council.

7. Owner's further obligations

7.1 Notice and registration

The Owner must bring this Agreement to the attention of all prospective occupiers, purchasers, lessees, licensees, mortgagees, chargees, transferees and assigns.

7.2 Further actions

The Owner:

- 7.2.1 must do all things necessary to give effect to this Agreement;
- 7.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the certificate of title of the Subject Land in accordance with section 181 of the Act; and
- 7.2.3 agree to do all things necessary to enable Council to do so, including:
 - (a) sign any further agreement, acknowledgment or document; and
 - (b) obtain all necessary consents to enable the recording to be made.

7.3 Fees

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

7.4 Council's costs to be paid

The Owner must pay to Council within 14 days after a written request for payment, Council's costs and expenses (including legal expenses) relating to this Agreement, including:

- 7.4.1 preparing, drafting, finalising, signing, recording and enforcing this Agreement;
- 7.4.2 preparing, drafting, finalising and recording any amendment to this Agreement;
- 7.4.3 determining whether any of the Owner's obligations have been undertaken to Council's satisfaction; and

7.4.4 preparing, drafting, finalising and recording any documents to give effect to the ending of this Agreement.

7.5 Time for determining satisfaction or granting consent

If Council makes a request for payment of:

7.5.1 a fee under clause 7.3; or

7.5.2 any costs or expenses under clause 7.4.3,

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.

7.6 Interest for overdue money

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

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

7.7 Notification of compliance with Owner's obligations

The Owner must notify Council of its compliance with all of the Owner's obligations.

8. Agreement under section 173 of the Act

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 in accordance with section 173 of the Act.

9. Owner's warranties

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.

10. Successors in title

Until such time as a memorandum of this Agreement is recorded on the certificate of title of the Subject Land, the Owner must require successors in title to:

10.1 give effect to this Agreement; and

10.2 enter into a deed agreeing to be bound by the terms of this Agreement.

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11. General matters

11.1 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:

- 11.1.1 personally on the other Party;
- 11.1.2 by leaving it at the other Party's Current Address;
- 11.1.3 by posting it by prepaid post addressed to the other Party at the other Party's Current Address; or
- 11.1.4 by email to the other Party's Current Email.

11.2 No waiver

Any time or other indulgence granted by Council to the Owner or any variation of this Agreement or any judgment or order obtained by Council against the Owner does not amount to a waiver of any of Council's rights or remedies under this Agreement.

11.3 Severability

If a court, arbitrator, tribunal or other competent authority determines that any part of this Agreement is unenforceable, illegal or void then that part is severed with the other provisions of this Agreement remaining operative.

11.4 No fettering of Council's powers

This Agreement does not fetter or restrict Council's power or discretion to make decisions or impose requirements or conditions in connection with the grant of planning approvals or certification of plans subdividing the Subject Land or relating to use or development of the Subject Land.

11.5 Inspection of documents

A copy of any planning permit, document or plan referred to in this Agreement is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

11.6 Governing law

This Agreement is governed by and is to be construed in accordance with the laws of Victoria.

12. Commencement of Agreement

This Agreement commences on the date specified on page one or if no date is specified on page one, the date Council executes this Agreement.

Signing Page

Signed, sealed and delivered as a deed by the Parties.

The Common Seal of the East Gippsland Shire Council was hereunto affixed on the 12th day of April 23, in the presence of:



[Handwritten signature]
.....

Chief Executive

[Handwritten signature]
.....

Witness

Executed by Lagoon Creek Developments Pty Ltd ACN 650 534 964 in accordance with section 127(1) of the Corporations Act 2001 by being signed by authorised persons for the company:

[Handwritten signature]
.....
Director

[Handwritten signature]
.....

Full name

[Handwritten address]
.....

Usual address

)
)
)
)
[Handwritten signature]
.....
Director (or Company Secretary)

[Handwritten name]
.....

Full name

[Handwritten address]
.....

Usual address

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Department of Environment, Land, Water & Planning

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The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

Produced 15/11/2024 11:35:35 AM

Status	Registered	Dealing Number	AW887450E
Date and Time Lodged	31/05/2023 03:46:03 PM		

Lodger Details

Lodger Code	14943M
Name	WARDS BARRISTERS AND SOLICITORS PTY LTD
Address	
Lodger Box	
Phone	
Email	
Reference	

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TRANSFER

Jurisdiction	VICTORIA
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Privacy Collection Statement

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Land Title Reference

12473/362

Transferor(s)

Name	LAGOON CREEK DEVELOPMENTS PTY LTD
ACN	650534964

Estate and/or Interest being transferred

Fee Simple

Consideration

\$AUD 220000.00

Transferee(s)

Tenancy (inc. share)	Sole Proprietor
Name	EAST GIPPSLAND STEINER EDUCATION GROUP INC
Address	
Street Number	28
Street Name	MCKEAN
Street Type	STREET



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Locality BAIRNSDALE
 State VIC
 Postcode 3875

**ADVERTISED
 PLAN**

Covenants

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restrictive covenant with the intent that the burden of the restrictive covenant runs with and binds the burdened land and the benefit of the restrictive covenant is annexed to and runs with the benefited land.

Burdened land the Land
 Benefited land MCP: AA9288
 Restrictive covenant MCP: AA9288
 Expiry Date

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Duty Transaction ID
 5712523

The transferor transfers to the transferee their estate and/or interest in the land specified for the consideration, subject to any restrictive covenant set out or referred to in this transfer.

Execution

1. The Certifier has taken reasonable steps to verify the identity of the transferor or his, her or its administrator or attorney.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Executed on behalf of LAGOON CREEK DEVELOPMENTS PTY LTD
 Signer Name ROHAN MICHAEL HUBBARD
 Signer Organisation WARREN GRAHAM AND MURPHY PTY LTD
 Signer Role AUSTRALIAN LEGAL PRACTITIONER
 Execution Date 31 MAY 2023

Execution

1. The Certifier has taken reasonable steps to verify the identity of the transferee or his, her or its administrator or attorney.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Executed on behalf of EAST GIPPSLAND STEINER EDUCATION GROUP INC
 Signer Name ANDREW JOHN REYNOLDS
 Signer Organisation WARDS BARRISTERS AND SOLICITORS PTY LTD
 Signer Role AUSTRALIAN LEGAL PRACTITIONER
 Execution Date 31 MAY 2023

File Notes:



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

NIL

This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.

Statement End.

**ADVERTISED
PLAN**

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**Memorandum of common provisions
Restrictive covenants in a transfer
Section 91A Transfer of Land Act 1958**

AA9288

Privacy Collection Statement

The information in this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes.

Lodged by	
Name:	Warren Graham & Murphy
Phone:	03 5152 2661
Address:	119 Main Street, Bairnsdale 3875
Reference:	RMH 1068321
Customer code:	21210T

This memorandum contains provisions which are intended for inclusion in transfers of land under the Transfer of Land Act 1958 to be subsequently lodged for registration.

Operative words including words to bind the burdened land and words of annexation must not be included.

Provisions to apply to the transfer:

Burdened land: The land hereby transferred

Benefited land: Lots 1 – 19 on Plan of Subdivision 903390A

The benefited land does not include the land being transferred.

Covenants: Definitions (if any): Nil

ADVERTISED PLAN

Covenants:

The Transferees will not:

1. Use or permit to be used the said Lot or any part thereof other than for construction and use of an educational facility.

Expiry: 31/12/2050

35392012A V3

1. The provisions are to be numbered consecutively from number 1.
2. Further pages may be added but each page should be consecutively numbered.
3. To be used for the inclusion of provisions in instruments.

91ATLA
Page 1 of 1

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