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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.

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

VOLUME 09739 FOLIO 831

Security no : 124133609879Y

Produced 08/04/2026 02:46 PM

LAND DESCRIPTION

Lot 1 on Title Plan 135753G (formerly known as part of Lot 4 on Plan of Subdivision 140896).
PARENT TITLE Volume 09480 Folio 409
Created by instrument M564438V 14/11/1986

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

SPRINGVALE CHRISTIAN COMMUNITY CENTRE INC of 562-564 SPRINGVALE ROAD
SPRINGVALE
M564438V 14/11/1986

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AJ410029P 06/01/2012
NATIONAL AUSTRALIA BANK 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.

DIAGRAM LOCATION

SEE TP135753G 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: 927-937 SPRINGVALE ROAD KEYSBOROUGH VIC 3173

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD
Effective from 23/10/2016

DOCUMENT END

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Document Type	Plan
Document Identification	TP135753G
Number of Pages (excluding this cover sheet)	1
Document Assembled	08/04/2026 14:47

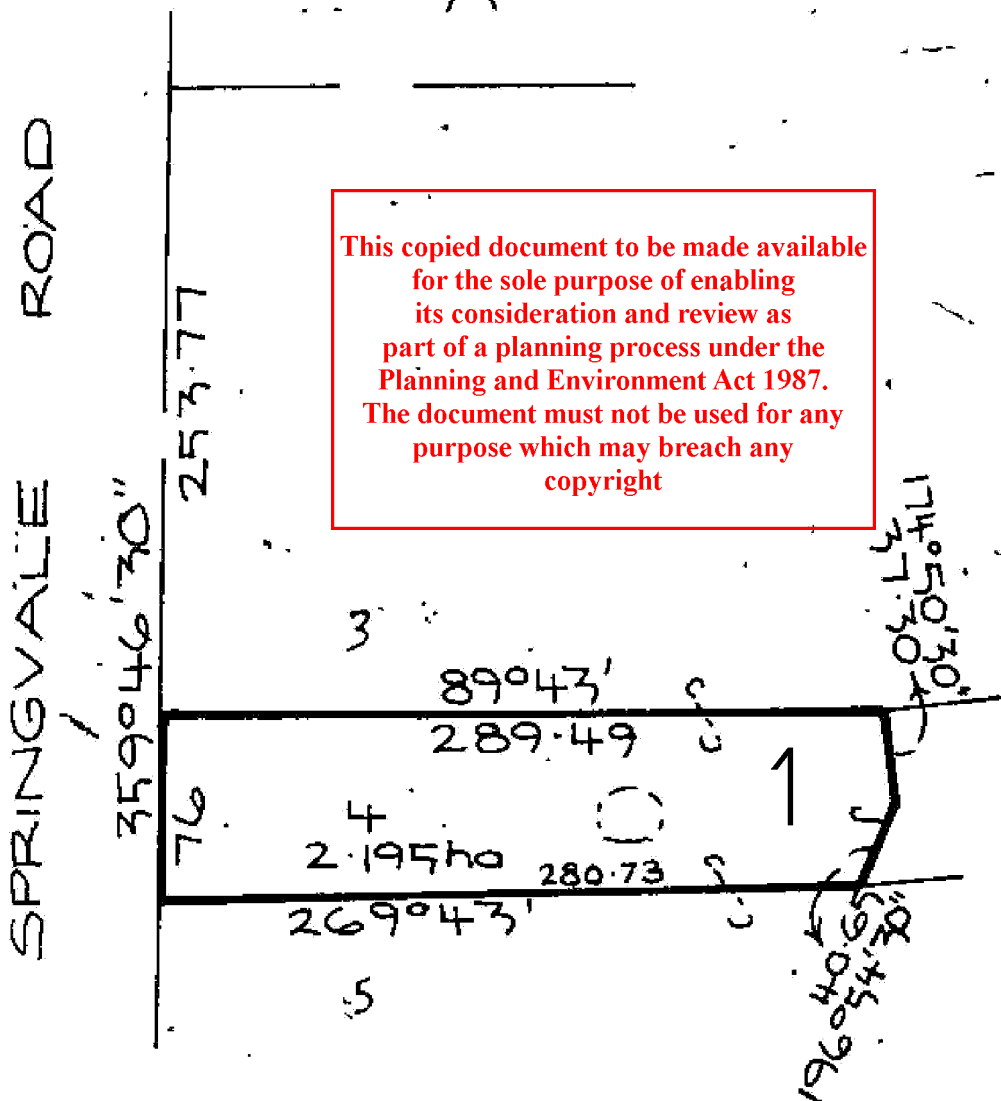
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TITLE PLAN		EDITION 1	TP 135753G						
Location of Land Parish: DANDENONG Township: Section: Crown Allotment: Crown Portion: Last Plan Reference: LP 140896 Derived From: VOL 9739 FOL 831 Depth Limitation: NIL		Notations ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN							
Description of Land / Easement Information ADVERTISED PLAN  <table><tr><th colspan="2">TABLE OF PARCEL IDENTIFIERS</th></tr><tr><td colspan="2">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</td></tr><tr><td colspan="2">PARCEL 1 = LOT 4 (PT) ON LP 140896</td></tr></table>		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 4 (PT) ON LP 140896		THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT COMPILED: 08/09/1999 VERIFIED: CP	
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 4 (PT) ON LP 140896									
LENGTHS ARE IN METRES		Metres = 0.3048 x Feet Metres = 0.201168 x Links	Sheet 1 of 1 sheets						

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

VOLUME 09739 FOLIO 832

Security no : 124133609880X

Produced 08/04/2026 02:46 PM

LAND DESCRIPTION

Lot 1 on Title Plan 135754E (formerly known as part of Lot 5 on Plan of Subdivision 140896).
PARENT TITLE Volume 09480 Folio 410
Created by instrument M564438V 14/11/1986

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

SPRINGVALE CHRISTIAN COMMUNITY CENTRE INC of 562-564 SPRINGVALE ROAD
SPRINGVALE
M564438V 14/11/1986

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AJ410029P 06/01/2012
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AGREEMENT Section 173 Planning and Environment Act 1987
AL059664Y 06/05/2014

DIAGRAM LOCATION

SEE TP135754E 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: 927-937 SPRINGVALE ROAD KEYSBOROUGH VIC 3173

ADMINISTRATIVE NOTICES

NIL

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TITLE PLAN		EDITION 1	TP 135754E						
Location of Land Parish: DANDENONG Township: Section: Crown Allotment: Crown Portion: Last Plan Reference: LP 140896 Derived From: VOL 9739 FOL 832 Depth Limitation: NIL		Notations ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN							
Description of Land / Easement Information ADVERTISED PLAN		THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT COMPILED: 08/09/1999 VERIFIED: CP							
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LENGTHS ARE IN METRES		Metres = 0.3048 x Feet Metres = 0.201168 x Links	Sheet 1 of 1 sheets						

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Document Type	Instrument
Document Identification	AL059664Y
Number of Pages (excluding this cover sheet)	13
Document Assembled	15/10/2025 13:52

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Application by a responsible
authority for the making of a
recording of an agreement
Section 181 Planning and Environment Act 1987

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maintaining pu
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Victorian Land

AL059664Y



Form 18

Lodged by:

Name: MADDOCKS
Phone: 9288 0555
Address: Level 6, 140 William Street, Melbourne, Victoria, 3000
Ref: MYM:SVS:LGC:5874284
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 9739 folio 832

Authority: Greater Dandenong City Council of 39 Clow Street, Dandenong, Victoria

Section and Act under which agreement made: Section 173 of the *Planning and Environment Act 1987*.

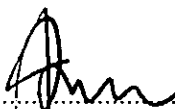
A copy of the Agreement is attached to this Application

Signature for the Authority:

Name of officer:

Position Held:

Date:


JOHN BENNIE
CHIEF EXECUTIVE OFFICER
28.4.2014

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Melbourne Victoria 3000 Australia

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info@maddocks.com.au
www.maddocks.com.au

DX 259 Melbourne

Date 28/04/2014

AL059664Y

06/05/2014 \$113 173



**Agreement under section 173
of the Planning and Environment Act 1987**
Subject Land: 927-937 Springvale Road, Keysborough

Greater Dandenong City Council
and

Springvale Christian Community Centre Incorporated

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Agreement under section 173 of the Planning and Environment Act 1987

Dated 28/04/2014

AL059664Y



Parties

Name	Greater Dandenong City Council
Address	39 Clow Street, Dandenong, Victoria
Short name	Council

Name	Springvale Christian Community Centre Incorporated
Address	562-564 Springvale Road, Springvale, Victoria
Short name	Owner

Background

- A. Council is the responsible authority for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. Council issued the Planning Permit requiring the Owner to enter into this Agreement providing for the matters set out in condition 9 of the Planning Permit.
- D. As at the date of this Agreement, the Subject Land is encumbered by a mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.

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 as amended from time to time.

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.

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- (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.

- (a) for Council, council@cgd.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.

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

Lot 2 means that part of the Subject Land identified and delineated on the Endorsed Plan as 'Lot 2'.

Lot 3 means that part of the Subject Land identified and delineated on the Endorsed Plan as 'Lot 3'.

Maintenance Levy means the levy required to be paid to Council under clause # of the Agreement.

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

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. PLN09/0198, as amended from time to time, issued on 30 March 2010, authorising land at 927-937 Springvale Road and 6 Illukey Court, Keysborough in accordance with plans endorsed by Council.

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

Public Open Space Contribution means a contribution towards the provision of public open space equivalent to 20% of the value of land in Lot 3 which is to be used for residential purposes.

ADVERTISED PLAN

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Subject Land means the land situated at 927-937 Springvale Road, Keysborough being the land referred to in certificate of title volume 9739 folio 832 and any reference to the Subject Land 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 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.

AL059664Y

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3. Purposes of Agreement

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

- 3.1 give effect to 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 entered into this Agreement for the following reason:

- 4.1 the Owner has elected to enter into this Agreement in order to take the benefit of the Planning Permit.

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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.

6. Owner's specific obligations

6.1 Maintenance Levy for Lot 2

The Owner agrees that:

- 6.1.1 the Owner must, commencing from the first rate collection period after a certificate of title for Lot 2 is released and then each year afterwards, pay to Council a Maintenance Levy in respect of Lot 2 to be used by Council for the purpose of defraying the cost to Council of maintaining and improving the extensive open space network within the Keysborough area;
- 6.1.2 the amount of the Maintenance Levy is in addition to any rates or charges that may be imposed upon Lot 2 under the *Local Government Act 1989*;
- 6.1.3 the amount of the Maintenance Levy will be fixed at \$350 in respect of Lot 2 for the first three impositions of the Maintenance Levy after which time the amount will be determined by Greater Dandenong City Council in its capacity as a local government authority and not in its capacity as a responsible authority and then notified to the Owner in a written notice;
- 6.1.4 Council may from time to time but only after the first three years (during which the Maintenance Levy is fixed at \$350), increase the amount of the Maintenance Levy provided that is done in accordance with any obligation on Council set out in this Agreement;
- 6.1.5 the Maintenance Levy must be paid to Council at the same time as the Owner paid the Council rates levied upon the Subject Land under the *Local Government Act 1989* to Council and whether the Owner pays the Council rates in instalments, then, the Maintenance Levy may also be paid in four equal instalments by the dates set out in the rate notice for the Council rates imposed under the *Local Government Act 1989*;
- 6.1.6 if the Maintenance Levy is not paid by the times referred to in this Agreement, the Maintenance Levy will accrue interest in the same manner as and at the same rate as applies to outstanding rates and charges under the *Local Government Act 1989*; and
- 6.1.7 any outstanding amount of a Maintenance Levy and any accrued interest may be recovered by Council as a debt in a court of competent jurisdiction or by application for an enforcement order under the Act.

6.2 Public Open Space Contribution for Lot 3

If the Owner proposes to further subdivide Lot 3, prior to the issue of a Statement of Compliance in relation to that further subdivision, the Owner must pay to Council the Public Open Space Contribution.

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7. Council's acknowledgements

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7.1 Maintenance Levy for Lot 2

Council acknowledges that:

- 7.1.1 Council will, in respect of the Maintenance Levy received under this Agreement, keep proper records and accounts in accordance with its obligations under the *Local Government Act 1989*;
- 7.1.2 Council will, from the end of the maintenance period described in any other relevant agreement concerning the open spaces within the area of the Development Plan Land, apply the Maintenance Levy for the purpose of defraying the cost to Council of maintaining and improving the extensive open space network within the Keysborough area;
- 7.1.3 Council will maintain the open space network to the same standards as are adopted from time to time as standards for the maintenance of open space areas within Council's municipal district; and
- 7.1.4 if, after the Maintenance Levy is imposed, Council proposes to increase the amount of the Maintenance Levy levied annually on Lot 2:
 - (a) before resolving to increase the amount of the Maintenance Levy, Council will give notice of the proposal to increase the Maintenance Levy and invite and consider written submissions upon the proposal; and
 - (b) Council will not increase the amount of the Maintenance Levy by an amount greater than the CPI.

8. Owner's further obligations

8.1 Notice and registration

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

8.2 Further actions

The Owner:

- 8.2.1 must do all things necessary to give effect to this Agreement;
- 8.2.2 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
- 8.2.3 agrees 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.

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8.3 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:

- 8.3.1 preparing, drafting, finalising, signing, recording and enforcing this Agreement;
- 8.3.2 preparing, drafting, finalising and recording any amendment to this Agreement; and
- 8.3.3 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.

8.4 Interest on overdue money

- 8.4.1 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.
- 8.4.2 If interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.

9. GST

- 9.1 In this clause words that are defined in *A New Tax System (Goods and Services Tax) Act 1999* have the same meaning as their definition in that Act.
- 9.2 Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.
- 9.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 9.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.
- 9.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 9.3.

10. 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.

11. 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.

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12. 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:

- 12.1 give effect to this Agreement; and
- 12.2 enter into a deed agreeing to be bound by the terms of this Agreement.

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AL059664Y

06/05/2014 \$113 173



13. General matters

13.1 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:

- 13.1.1 personally on the other Party;
- 13.1.2 by leaving it at the other Party's Current Address;
- 13.1.3 by posting it by prepaid post addressed to the other Party at the other Party's Current Address; or
- 13.1.4 by email to the other Party's Current Email.

13.2 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.

13.3 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.

13.4 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.

13.5 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.

13.6 Governing law

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

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14. Commencement of Agreement

This Agreement commences on the date specified on page one or if no date is specified on page one, the date the Planning Permit was issued.

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06/05/2014

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ADVERTISED PLAN



AL059664Y

06/05/2014 \$113 173



Registrar of Titles
Land Titles Office
Marland House
570 Bourke Street
MELBOURNE

**APPLICATION TO REGISTER AN AGREEMENT UNDER SECTION 173 OF THE
PLANNING AND ENVIRONMENT ACT 1987**

Registered Proprietor/s: Springvale Christian Community Centre Inc

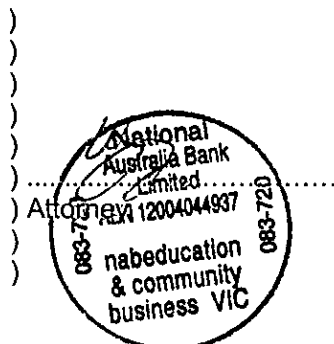
National Australia Bank Limited A.B.N. 12 004 044 937 as Mortgagee pursuant to
Registered Mortgage numbered AJ410029P hereby consents to the within
Agreement.

**EXECUTED by NATIONAL AUSTRALIA BANK
LIMITED** by being signed sealed and delivered in
Victoria by its Attorney

Warren Douglas Galloway
who holds the position of Level 3 Attorney under
Power of Attorney dated 1/3/2007 (a certified
copy of which is filed in Permanent Order Book
No 277 Page No 025 Item 35) in the presence of:



.....
Signature of Witness



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M 564 438V

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READ

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141186 1434 45 0 M564438V

Code 0653A

VICTORIA

NEW TITLE

TRANSFER OF LAND

Subject to the encumbrances affecting the land including any created by dealings lodged for registration prior to the lodging of this instrument the transferor for the consideration expressed transfers to the transferee all his estate and interest in the fee simple in the land described. (Notes 1-4)

Land

(Note 5)

The land now comprised in Certificates of Title
Volume 9480 Folios 409 and 410

NEW TITLE



M564438V-1-2

Consideration

(Note 6)

Incorporation of the registered proprietor under the Associations
Incorporation Act 1981

Transferor Robert Charles Fenn, Philip Noel Martin and Colin James Crawford (Note 7)

THE TRUSTEES FOR THE TIME BEING OF COMMUNITY CHURCH AT SPRINGVALE TRUST
REGISTERED FOLIUM NO.648 IN THE REGISTER OF SUCCESSORY TRUSTS UNDER PART 11
OF THE RELIGIOUS SUCCESSORY AND CHARITABLE TRUSTS ACT 1958

Transferee

(Note 8)

SPRINGVALE CHRISTIAN COMMUNITY CENTRE INCORPORATED
of 562-564 Springvale Road, Springvale

AMENDED

30 JAN 1987 87/1823

25710

Date 25th June 1986.

Execution & Attestation

SIGNED by the Trustees of the Transferor)
ROBERT FENN; PHILIP NOEL MARTIN and)
COLIN JAMES CRAWFORD in the presence)
of:)

Witness

ADVERTISED
PLAN

THE COMMON SEAL of SPRINGVALE CHRISTIAN)
COMMUNITY CENTRE INCORPORATED was hereto)
affixed in accordance with its Rules in)
the presence of:)

Member of the Committee

Member of the Committee/
Public Officer



NOT CHARGEABLE
WITH
STAMP DUTY
31 OCT 1986
Controller of Stamps
VICTORIA

2 CERTS TO
ISSUE

1ST CERT
c/f. V. 9480 F. 409
(BHL)
AREA - 2.195ha

2ND CERT
c/f. V. 9480 F. 410
(BHL)

AREA:
2.044ha
H. 13/1/87
Jm Sk/RS
23/3/87
24/4/86
Approval No. T1/1

Office Use Only

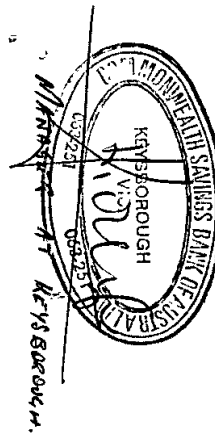


A memorandum of the within instrument
has been entered in the Register Books



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ADVERTISED PLAN



TO THE REGISTRAR OF TITLES
PLEASE REGISTER THIS DEEDING
AND ON COMPLETION RETURN
CERTIFICATES OF TITLE TO THE
COMMONWEALTH SAVINGS BANK
OF AUSTRALIA
MELBOURNE

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NOTES

1. This form must be used for all transfers by the registered proprietor of an estate in fee simple other than
 - (a) transfers by direction
 - (b) transfers creating or reserving easements
 - (c) transfers containing a restrictive covenant or a covenant created pursuant to statute
 - (d) transfers of mortgages charges or leases or leasehold estates
 - (e) transfers of other than the full interest of the transferor for which the appropriate form must be used.
2. Transfers may be lodged as an original only and must be typed or completed in ink.
3. All signatures must be in ink.
4. If there is insufficient space in any panel to accommodate the required information use the above space or an annexure sheet (Form A1). Insert only the words "See Annexure A" (or as the case may be) in the appropriate panel and enter the information above or on the annexure sheet under the appropriate heading.

Multiple annexures may appear on the same annexure sheet but each must be correctly headed.
All annexure sheets should be properly identified and signed by the parties and securely attached to the instrument.
5. Volume and folio references must be given. If the whole of the land in a title is to be transferred no other description should be used. If the transfer affects part only of the land in a title the lot and plan number or Crown description should also be given. Any necessary diagram should be endorsed above or on an annexure sheet (Form A1).
6. Set out the amount (in figures) or the nature of the consideration.

In a transfer on sale of land subject to a mortgage it should be clearly shown whether or not the amount owing under the mortgage is included in the consideration e.g. \$ which includes the amount owing under mortgage No.
7. Insert full name. Address is not required.
8. Insert full name and address. If two or more transferees state whether as joint tenants or tenants in common. If tenants in common specify shares.
9. If an executing party is a natural person execution should read "Signed by the transferor (transferee) in the presence of". The witness must be an independent person. If an executing party is a body corporate execution should conform to any prescribed formalities relating to the affixing of the common seal.