

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

Page 1 of 2

VOLUME 12271 FOLIO 237

Security no : 124118932648L
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LAND DESCRIPTION

Lot 1 on Plan of Subdivision 829728A.
PARENT TITLE Volume 10112 Folio 036
Created by instrument PS829728A 12/12/2020

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
MONASH UNIVERSITY of WELLINGTON ROAD CLAYTON VIC 3800
PS829728A 12/12/2020

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ENCUMBRANCES, CAVEATS AND NOTICES

CAVEAT as to part AH887769Y 08/04/2011
Caveator
UNITED ENERGY DISTRIBUTION PTY LTD
Grounds of Claim
LEASE WITH THE FOLLOWING PARTIES AND DATE.
Parties
THE REGISTERED PROPRIETOR(S)
Date
01/08/2009
Estate or Interest
LEASEHOLD ESTATE
Prohibition
ANY INSTRUMENT THAT AFFECTS MY/OUR INTEREST
Lodged by
O'DONNELL SALZANO LAWYERS
Notices to
O'DONNELL SALZANO LAWYERS of "BANK HOUSE" LEVEL 4 11-19 BANK PLACE MELBOURNE
VIC 3000
AMENDMENT OF ADDRESS ON CAVEAT AQ367152R 20/10/2017

CAVEAT as to part AX966726Q 04/05/2024
Caveator
UNITED ENERGY DISTRIBUTION PTY LTD
Grounds of Claim
LEASE WITH THE FOLLOWING PARTIES AND DATE.
Parties
THE REGISTERED PROPRIETOR(S)
Date
25/09/2023
Estate or Interest
LEASEHOLD ESTATE
Prohibition
UNLESS AN INSTRUMENT IS EXPRESSED TO BE SUBJECT TO MY/OUR CLAIM
Lodged by
O'DONNELL SALZANO LAWYERS
Notices to
O'DONNELL SALZANO LAWYERS of LEVEL 4 11-19 BANK PLACE MELBOURNE VIC 3000

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

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PLAN**

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

S521336Y 04/06/1993

DIAGRAM LOCATION

SEE PS829728A 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: 133-153 WELLINGTON ROAD CLAYTON VIC 3168

DOCUMENT END

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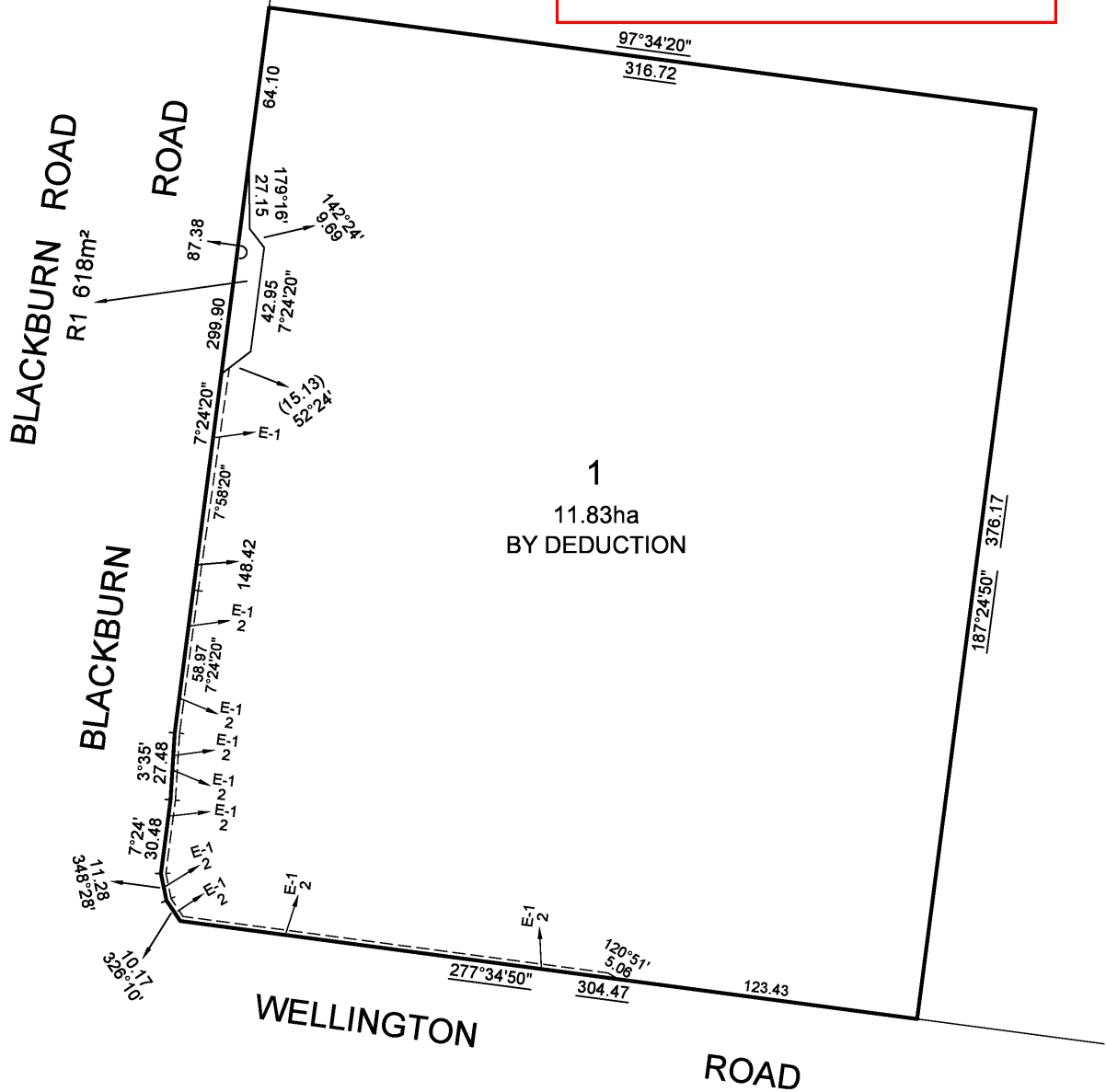
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PLAN OF SUBDIVISION			EDITION 1	PS829728A
LOCATION OF LAND PARISH: MULGRAVE TOWNSHIP: SECTION: CROWN ALLOTMENT: CROWN PORTION: 21 (PART) TITLE REFERENCE: Vol. 10112 Fol. 036 LAST PLAN REFERENCE: LOT 2 ON PS318311L POSTAL ADDRESS: 800 BLACKBURN ROAD (at time of subdivision) CLAYTON 3168 MGA 2020 CO-ORDINATES: E: 336 700 ZONE: 55 (of approx centre of land in plan) N: 5 802 050			Council Name: Monash City Council Council Reference Number: TPS/13070 Planning Permit Reference: Planning permit not required SPEAR Reference Number: S151092H Certification This plan is certified under section 6 of the Subdivision Act 1988 Statement of Compliance This is a statement of compliance issued under section 21 of the Subdivision Act 1988 Public Open Space A requirement for public open space under section 18 of the Subdivision Act 1988 has not been made Digitally signed by: Mariela Llopart for Monash City Council on 29/07/2020	
VESTING OF ROADS AND/OR RESERVES			NOTATIONS	
IDENTIFIER	COUNCIL/BODY/PERSON		OTHER PURPOSE OF PLAN To Remove that part of easement E-1 created on AE724452U in so far as it lies within Road R1 herein. GROUND FOR REMOVAL: By agreement between all interested parties pursuant to Section 6(1)(k)(iv) of the Subdivision Act 1988. Dimensions shown underlined on this Plan are based on Title dimensions and are not part of this survey.	
ROAD R1	Head, Transport for Victoria			
NOTATIONS			ADVERTISED PLAN	
DEPTH LIMITATION: Does Not Apply				
SURVEY: This plan is based on survey. STAGING: This is not a staged subdivision. This survey has been connected to Permanent Mark No. MORDIALLOC PM298, MULGRAVE PM1143 & MULGRAVE PM1057.				
THE AUSTRALIAN SYNCHROTRON Area of Release: 618m ²				
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	Transmission of Electricity	See Diag.	AE724452U	United Energy Distribution Pty Ltd
				This copied document to be made available for the sole purpose of enabling its consideration and review as part of a planning process under the Planning and Environment Act 1987. The document must not be used for any purpose which may breach any copyright
		SURVEYORS FILE REF: Ref. 21898-S2 Ver. 4 Digitally signed by: Mark James Sommerville, Licensed Surveyor, Surveyor's Plan Version (4), 17/07/2020, SPEAR Ref: S151092H		ORIGINAL SHEET SIZE: A3 SHEET 1 OF 2 PLAN REGISTERED TIME: 8.29am DATE: 12/12/2020 A.R.T. Assistant Registrar of Titles
Urban Development Built Environments Infrastructure 8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168 Tel: 61 3 9501 2800 Web: taylorss.com.au				

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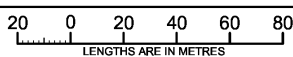


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Urban Development | Built Environments | Infrastructure
 8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168
 Tel: 61 3 9501 2800 | Web: taylorss.com.au

SCALE
 1:2000



Digitally signed by: Mark James Sommerville, Licensed Surveyor,
 Surveyor's Plan Version (4),
 17/07/2020, SPEAR Ref: S151092H

ORIGINAL SHEET
 SIZE: A3

Ref. 21898-S2
 Ver. 4

SHEET 2

Digitally signed by:
 Monash City Council,
 29/07/2020,
 SPEAR Ref: S151092H

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040693 1257 MISC \$56 5521336Y

Lodged by Maddock Lonie & Chisholm
Ref: GHP RDG 188044
Code: 1167E

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VICTORIA

APPLICATION BY A RESPONSIBLE AUTHORITY
under Section 181 of the Planning and
Environment Act 1987 for ENTRY OF A
MEMORANDUM OF AGREEMENT under Section 173
of the Planning and Environment Act 1987.

The Responsible Authority under the Planning Scheme having entered into
an Agreement with the parties named for the land described requires that
a memorandum of the Agreement be entered on the Certificate(s) of Title
to the land referred to.

LAND:

Certificate of Title

Volume 9851 Folio 614

ADDRESS OF THE LAND:

Cnr. Blackburn and Wellington Roads, Oleyton

RESPONSIBLE AUTHORITY:

City of Oakleigh, Municipal Offices, Atherton Road, Oakleigh

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PLANNING SCHEME:

Oakleigh Planning Scheme

AGREEMENT DATE:

26 April 1993

AGREEMENT WITH:

(See Annexure "A")

A copy of the Agreement is attached to this Application

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Signature of the Responsible Authority:
Name of Officer:
Date:

ADRIAN HALLIDAY
PRINT
27th May 1993

ADVERTISED PLAN

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THIS AGREEMENT is made the 26th day of April 1993

BETWEEN:

THE MAYOR COUNCILLORS AND CITIZENS OF THE CITY OF OAKLEIGH of Municipal Offices, Atherton Road, Oakleigh in the State of Victoria ("the Council")

- and -

TELSTRA CORPORATION LIMITED (formerly known as AUSTRALIAN AND OVERSEAS TELECOMMUNICATIONS CORPORATION) (A.C.N. 051 775 556) of 6/333 Queen Street, Melbourne in the State of Victoria ("Telstra")

- and -

PAUL HENRY RAMLER, MALCOLM IAN LOGAN, DOROTHY RUTH PIZZEY, RICHARD HAL SNAPE and CLIVE KEITH COOGAN of Monash University c/- University Solicitor, Cnr. Blackburn and Wellington Roads, Clayton in the State of Victoria as trustee of the MONASH UNIVERSITY FOUNDATION ("Monash")

INTRODUCTION:

- A. Telstra is the registered proprietor of the whole of the land described in Certificate of Title Volume 9851 Folio 614 being situated at Cnr. Blackburn and Wellington Roads, Clayton ("the subject land")
- B. The Council is the Responsible Authority pursuant to the Planning and Environment Act 1987 ("the Act") for the Oakleigh Planning Scheme ("the Scheme").
- C. On 1 December 1992 the Council issued Planning Permit No. PO 179/92 ("the Permit") permitting 2-lot Subdivision of the subject land in accordance Plan of Subdivision No. PS 318311L ("the Plan") a copy of which is annexed hereto.
- D. Condition 2 of the Permit required that a Section 173 Agreement be entered into in relation to contribution for Public Open Space if the subject land is further developed or subdivided to the satisfaction of the Responsible Authority.
- E. Monash has conditionally agreed to purchase Lot 2 on the Plan from Telstra.
- F. The Council, Telstra and Monash have agreed that without limiting or restricting their respective powers to enter into this Agreement and insofar as it can be so treated, this Agreement is made pursuant to Section 173 of the Act.

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IT IS AGREED:

ADVERTISED PLAN

THIS AGREEMENT is made the 26th day of *april* 1993

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IT IS AGREED:

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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:

- 1.1 "Owner" shall mean the person or persons 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 thereof whilst so registered.
- 1.2 "Telstra" shall mean Telstra Corporation Limited formerly known as Australian and Overseas Telecommunications Corporation which company is presently registered as proprietor of an estate in fee simple in the subject land.
- 1.3 "the Permit" shall mean Permit No. P0179/92 issued on 1 December 1992.
- 1.4 "the Plan" shall mean Plan of Subdivision No. PS 318 311L.
- 1.5 "statute" includes Act of Parliament or a provision of a statute.
- 1.6 A reference to a lot shall be a reference to a lot on the Plan.
- 1.7 "Further subdivision" means further subdivision of a lot on the Plan.

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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.
- 2.4 If a party consists of more than one person this Agreement binds each of them severally.
- 2.5 A reference to a statute shall include any statutes amending, consolidating or replacing same and any regulations made under such statutes.

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3.

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.

3. SUCCESSORS IN TITLE

Without limiting the operation or effect which this Agreement has, Telstra and Monash in respect of that part of the subject land from time to time owned by them shall until such time as a memorandum of this Agreement is registered on the title to the subject land ensure that its successors in title:

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

3.2 execute 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.

4. CAPACITY OF TELSTRA

Telstra enters into this Agreement in its own personal capacity and as the Trustee of any trust to the intent that it shall be bound in both capacities

5. CAPACITY OF MONASH

Monash enters into this Agreement as Trustees of the Monash University Foundation and in this capacity alone.

6. COVENANTS OF TELSTRA AND MONASH

6.1 Telstra and Monash severally covenant and agree in relation to that part of the subject land owned by them that :

6.1.1 they will at all times comply with the conditions of this Agreement and the Permit issued;

6.1.2 if the plan is registered and either Lot is further subdivided with any of the land in the further subdivision intended to be used for residential industrial or commercial purposes, Sections 18, 19, 39 and 40 of the Subdivision Act 1988 apply to that Lot;

6.1.3 Section 21A and Section 21C of the Building Control Act 1981 apply to this Agreement except where a contribution to public resort and recreation in respect of the Lot has already been paid under this Agreement for

[koa 1880443a.1:051092]

**ADVERTISED
PLAN**

4.

the purposes of Section 21A (1) of the said Act.

6.1.4 Telstra and Monash will bring this Agreement to the attention of all prospective purchasers, mortgagees, transferees and assigns of that part of the subject land from time to time owned by them;

6.1.5 Telstra and Monash will do all things necessary including the signing of any further agreements, undertakings, covenants and consents, approvals or other documents necessary for the purpose of ensuring that it carries out its covenants, agreements and obligations under this Agreement and to enable the Council to enforce the performance by the Owner of such covenants and undertakings;

6.1.6 Telstra and Monash will consent to the Council entering a memorandum of this Agreement on the certificate of title to the subject land in accordance with Section 181 of the Act and to do all things necessary to enable the Council to do so including signing any further agreement, acknowledgment or document to enable the memorandum to be registered under that Section.

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6.1.7 any moneys paid or land provided pursuant to Clauses 6.1.2 or 6.1.3 shall satisfy the requirements of the Subdivision Act or Building Control Act for the particular subdivision or development proposed.

7. COSTS OF AGREEMENT

7.1 Telstra shall forthwith pay on demand to the Council the Council's costs and expenses (including legal expenses) of and incidental to:

7.1.1 this Agreement and anything done in connection with the preparation of this Agreement;

7.1.2 the preparation of an application pursuant to Section 181 of the Act enabling the registration of this Agreement at the Land Titles Office and any duties or fees payable on connection with either this Agreement, or the registration of this Agreement at the Land Titles Office.

[ko# 1880443m.1:051092]

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8. GENERAL

8.1 Notices

8.1.1 A notice or other communication required or permitted to be served by a party on another party shall be in writing and may be served:

- i) by delivering it personally to that party; or
- ii) by sending to it by post or facsimile transmission, postage pre-paid addressed to that party at his address set out in this Agreement or subsequently notified to each party from time to time.

8.1.2 A notice or other communication is deemed served, if delivered, upon delivery, if sent by facsimile transmission, on the date on which the sending party's facsimile machine records that the facsimile has been despatched, and, if posted, on the expiration of two business days after the date of posting.

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8.2 Further Assurance

Each of the parties to this Agreement shall respectively sign and execute all further documents and deeds and do all acts and things as the other parties shall reasonably require for completely effecting this Agreement.

8.3 No Waiver

Any time or other indulgence given by any party to another party or any variation to the terms and conditions of this agreement or any judgment or order obtained by any party against another party will not in any way amount to a waiver of any of the rights or remedies of that party relating 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 shall be severed and the other provisions of this Agreement shall remain operative.

6.

8.5 No Fettering of Council's Powers

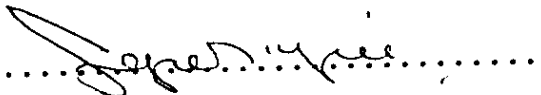
Subject to this Agreement it is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of the Council to make or impose requirements or conditions in connection with the granting approval or adoption of any planning permit or planning scheme amendment or certification of any plans of subdivision or consolidation applicable to the subject land or any part thereof.

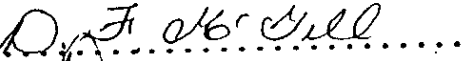
9. TERMINATION OF AGREEMENT


Upon Telstra giving notice to the Council of its intention not to proceed with the registration of the Plan and the return to the Council of the original certified Plan of Subdivision and upon return to the Council of the original planning permit and upon the giving of such written assurances to the Council as the Council may require, the Council agrees at the expense of Telstra to make an Application to the Registrar of Titles under Section 183 of the Act to cancel the Memorandum of this Agreement.

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

THE COMMON SEAL of THE MAYOR)
COUNCILLORS AND CITIZENS OF)
THE CITY OF OAKLEIGH was)
hereunto affixed in the)
presence of:)

.....  Mayor

.....  Councillor

.....  Town Clerk

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EXECUTED by the TELSTRA CORPORATION LIMITED (A.C.N. 051 775 556) by being SIGNED SEALED AND DELIVERED by its Attorney RONALD LEO BREESE, REGIONAL PROPERTY MANAGER under Power of Attorney dated 8 October 1992 who certifies that he has no notice of revocation THEREOF and in the presence of:

R. Breese

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X.....
Witness *[Signature]*

SIGNED SEALED AND DELIVERED by PAUL HENRY RAMLER in the presence of:

[Signature]
.....

.....
Witness *[Signature]*

SIGNED SEALED AND DELIVERED by MALCOLM IAN LOGAN in the presence of:

[Signature]
.....

.....
Witness *[Signature]*

ADVERTISED PLAN

8.

SIGNED SEALED AND DELIVERED
by DOROTHY RUTH PIZZEY in
the presence of:

) Dorothy PizzeY . . .
)
)

Witness *Barry Eby*

SIGNED SEALED AND DELIVERED
by RICHARD HAL SNAPE in the
presence of:

) *R.H. Snape*
)
)

Witness *Barry Eby*

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SIGNED SEALED AND DELIVERED
by CLIVE KEITH COOGAN in the
presence of:

) *C.K. Coogan*
)
)

Witness *Barry Eby*

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PLANNING AND ENVIRONMENT ACT 1987
OAKLEIGH PLANNING SCHEME

PLANNING PERMIT

CITY OF OAKLEIGH (RESPONSIBLE AUTHORITY)

APPLICATION NO. P0179/92

SHEET 1 OF 2 SHEETS

ADDRESS OF THE LAND:

133-153 Wellington Road, Clayton (part Lot 1, 2, 3 on LP 12835), City of Oakleigh

THE PERMIT ALLOWS:

two lot subdivision of land

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THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

1. The subdivision hereby approved shall be substantially in accordance with the endorsed plan.
2. Prior to the issue of a Statement of Compliance a Section 173 Agreement shall be entered into in respect to a contribution for open space to be made if the land subject to the subdivision to further develop or further subdivide, all to the satisfaction of the Responsible Authority.
3. The land should be drained in a manner satisfactory to the Council and any connection to Melbourne Water's drainage system must be in accordance with plans and construction approved by Melbourne Water.
4. Any plan submitted under the Subdivision Act 1988 must be forwarded to Melbourne Water - South East Region - Dandenong Office under Section 8 of that Act.
5. **WATER SUPPLY:**
The owner of the subject land must enter into an agreement with Melbourne Water in the terms provided for in Section 184 C of the Melbourne and Metropolitan Board of Works Act 1958.
6. **SEWERAGE:**
The owner of the subject land must enter into an agreement with Melbourne Water in the terms provided for in Section 184 C of the Melbourne and Metropolitan Board of Works Act 1958.

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Date Issued: 1ST DECEMBER 1992

.....
Michael Top - DIRECTOR PLANNING AND DEVELOPMENT for and on behalf of the

PLANNING PERMIT NO.: P0179/92 - 133-153 WELLINGTON ROAD, CLAYTON

CONDITIONS CONTINUED:

SHEET 2 OF 2 SHEETS

7. DRAINAGE:

The owner of the subject land must enter into an agreement with Melbourne Water for the provision of drainage works and the acceptance of surface and storm water run-off directly or indirectly into Melbourne Water's drainage system in the terms provided for in Section 269A of the Melbourne and Metropolitan Board of Works Act 1958 as appropriate.

8. The land shall be subdivided within two years of the date hereon, otherwise this permit shall lapse, excepting where an extension of time is granted.

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Date Issued: 1ST DECEMBER 1992

.....
Michael Top - DIRECTOR PLANNING AND DEVELOPMENT for and on behalf of the Responsible Authority

PLAN OF SUBDIVISION

STAGE No. /

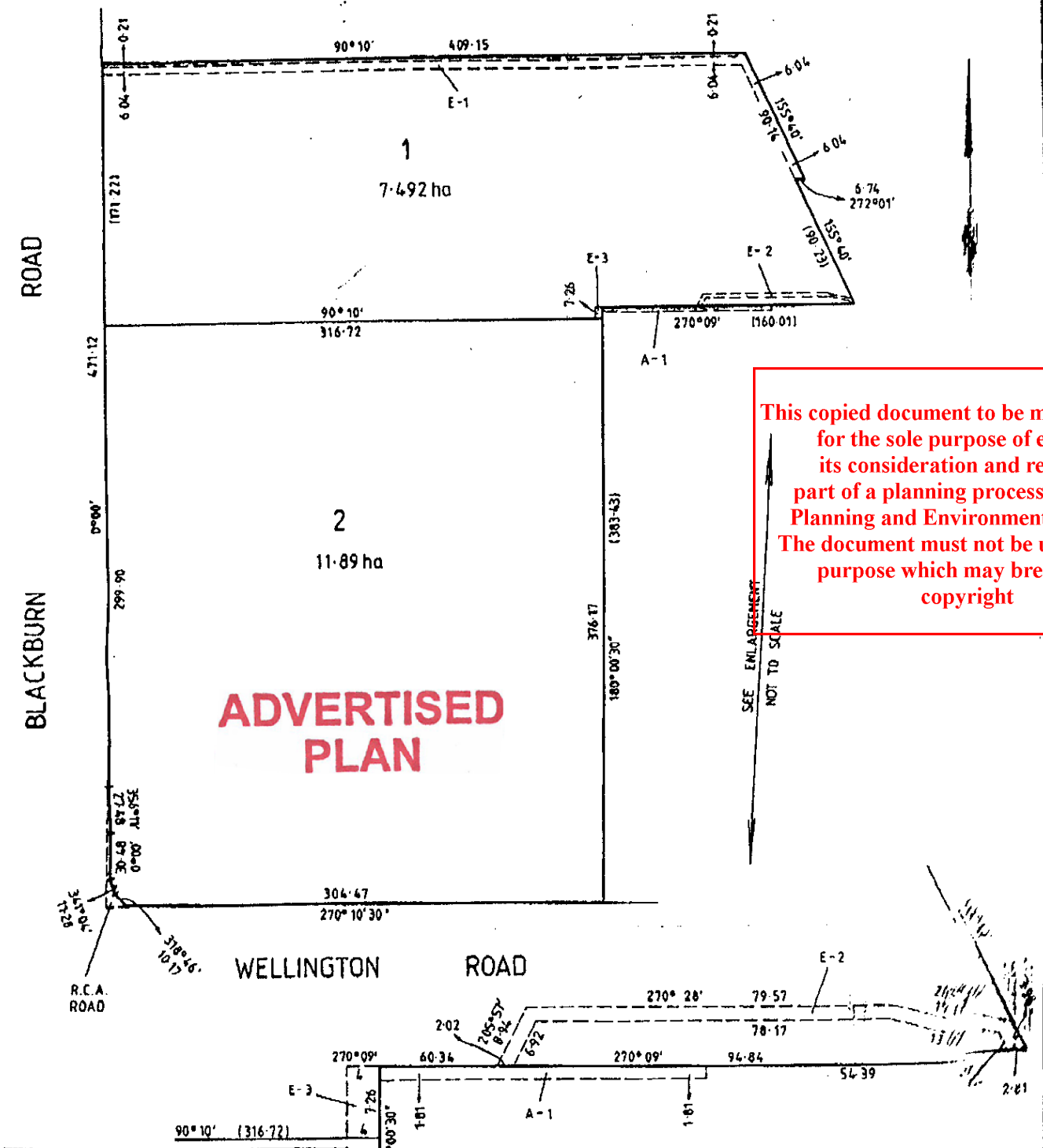
PLAN NUMBER
PS 318311 L

BLACKBURN ROAD

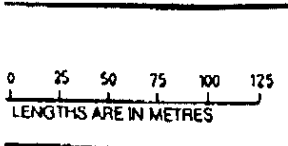
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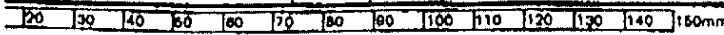
FISHER STEWART PTY.LTD.
 Engineers & Surveyors
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 54 Walsh Street, West Melbourne 3008
 P.O.Box 8178AA Telephone 829 6188



ORIGINAL SCALE SHEET SIZE
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LICENSED SURVEYOR (PRINT) ALAN EDWARD ROLLEY
 SIGNATURE *A. Rolley* DATE 3.12.92
 REF 3102 VERSION B

SHEET 2 OF 7 SHEETS
 DATE / /
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