

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

VOLUME 05330 FOLIO 889

Security no : 124126073003F  
Produced 09/07/2025 04:42 PM

**LAND DESCRIPTION**

Lot 1 on Title Plan 759169L.  
PARENT TITLE Volume 05305 Folio 949  
Created by instrument 1340825 24/10/1927

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Sole Proprietor  
HANSON CONSTRUCTION MATERIALS PTY LTD of 35 CLARENCE STREET SYDNEY NSW 2000  
AQ669012A 25/01/2018

**ENCUMBRANCES, CAVEATS AND NOTICES**

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

**DIAGRAM LOCATION**

SEE TP759169L 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: 60 VALLEY ROAD LANGWARRIN VIC 3910

DOCUMENT END

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Document Type	<b>Plan</b>
Document Identification	<b>TP759169L</b>
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TITLE PLAN		EDITION 1	TP 759169L
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<p><b>Location of Land</b></p> <p>Parish: LANGWARRIN          Township:          Section: B          Crown Allotment: 14(PT)          Crown Portion:</p> <p>Last Plan Reference:          Derived From: VOL 5330 FOL 889          Depth Limitation: 50 FEET</p>	<p><b>Notations</b></p> <p>ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN</p>
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<p><b>Description of Land / Easement Information</b></p>	<p>THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT</p> <p>COMPILED: 02/12/2002          VERIFIED: BC</p>
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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 = CA 14 (PT)

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

Page 1 of 1

VOLUME 05540 FOLIO 960

Security no : 124126071639N  
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CROWN GRANT

**LAND DESCRIPTION**

Crown Allotment 18 Section B and Crown Allotment 18A Section B Parish of Langwarrin.

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Sole Proprietor

HANSON CONSTRUCTION MATERIALS PTY LTD of LEVEL 10 35 CLARENCE STREET SYDNEY  
NSW 2000  
AM917475M 06/07/2016

**ENCUMBRANCES, CAVEATS AND NOTICES**

Any crown grant reservations exceptions conditions limitations and powers noted on the plan or imaged folio set out under DIAGRAM LOCATION below. For details of any other encumbrances see the plan or imaged folio set out under DIAGRAM LOCATION below.

AGREEMENT Section 173 Planning and Environment Act 1987  
V611474C 28/08/1998

**DIAGRAM LOCATION**

SEE TP316136A FOR FURTHER DETAILS AND BOUNDARIES

**ACTIVITY IN THE LAST 125 DAYS**

NIL

DOCUMENT END

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Document Assembled	<b>09/07/2025 16:23</b>

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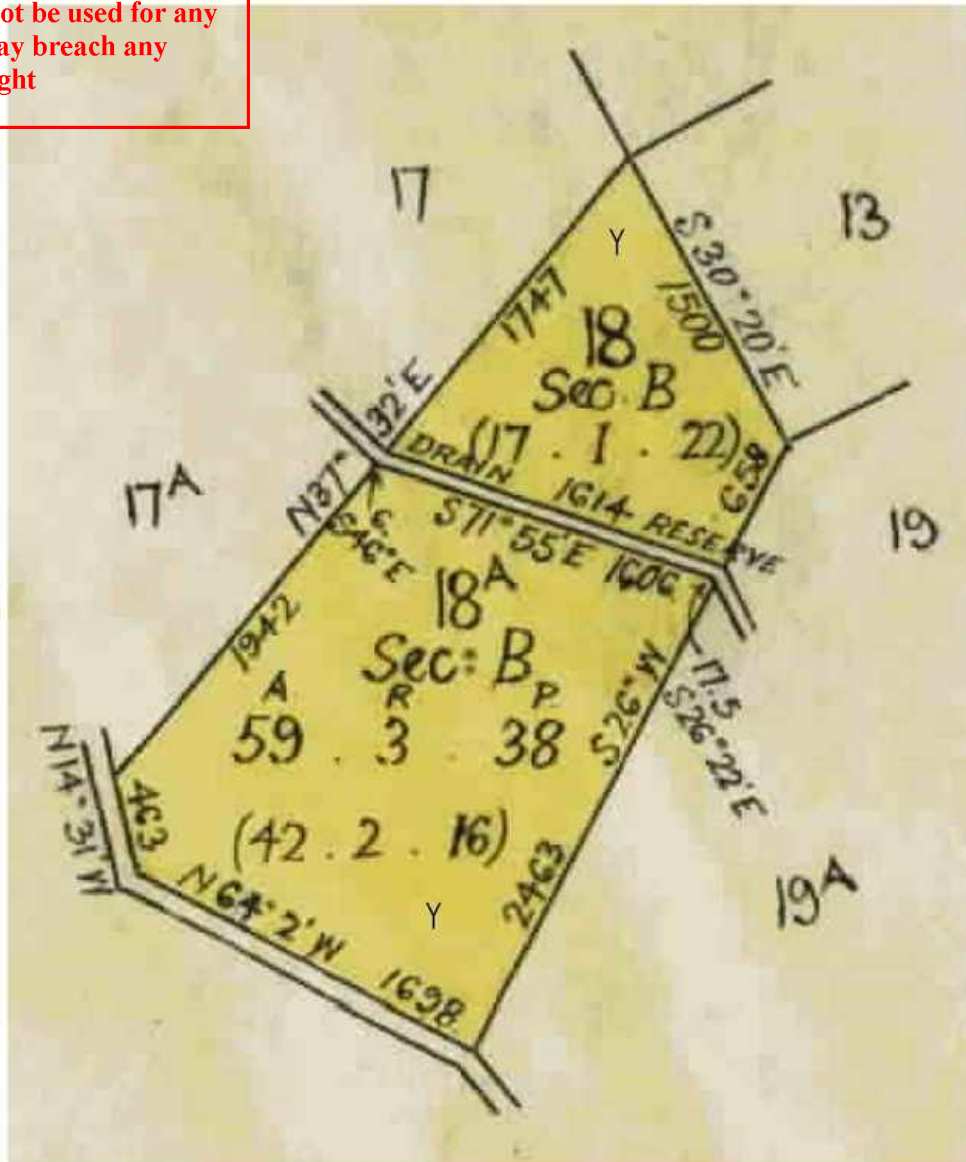
**ADVERTISED  
PLAN**

TITLE PLAN	EDITION 1	TP 316136A
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<p><b>Location of Land</b></p> <p>Parish: LANGWARRIN          Township:          Section: B          Crown Allotment: 18, 18A          Crown Portion:</p> <p>Last Plan Reference:          Derived From: VOL 5540 FOL 960          Depth Limitation: 50 FEET</p>	<p><b>Notations</b></p> <p>SUBJECT TO THE RESERVATIONS EXCEPTIONS CONDITIONS AND POWERS CONTAINED IN CROWN GRANT VOL. 5540 FOL. 960 AND NOTED ON SHEET 2 OF THIS PLAN</p> <p>ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN</p>
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<p style="text-align: center;"><b>Description of Land / Easement Information</b></p>	<p><b>COLOUR CODE</b> Y = YELLOW</p> <p>THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT</p> <p>COMPILED: 22/06/2000          VERIFIED: HG</p>
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LENGTHS ARE IN LINKS	Metres = 0.3048 x Feet Metres = 0.201168 x Links	Sheet 1 of 2 sheets
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TITLE PLAN

TP 316136A

LAND DESCRIPTION INCLUDING RESERVATIONS EXCEPTIONS  
CONDITIONS AND POWERS SHOWN ON THE CROWN GRANT

All THAT PIECE OF LAND in the said State containing *fifty nine acres three roods and thirty eight perches more or less being Allotment 116 and 117 of Section B in the Parish of Longquerron County of Nottingham*

delineated with the measurements and abutments thereof in the map drawn in the margin of these presents and therein coloured yellow PROVIDED nevertheless that the grantee shall be entitled to sink wells for water and to the use and enjoyment of any wells or springs of water upon or within the boundaries of the said land for any and for all purposes as though he held the land without limitation as to depth EXCEPTING nevertheless unto Us Our heirs and successors all gold and silver and auriferous and argentiferous earth and stone and all mines seams lodes and deposits containing gold silver copper tin antimony coal and other metals and minerals and mineral ores in upon or under or within the boundaries of the land hereby granted AND ALSO reserving to Us Our heirs and successors free liberty and authority for Us Our heirs and successors and Our and their licensees agents and servants at any time or times hereafter to enter upon the said land and to search and mine therein for gold silver copper tin antimony coal and all other metals and minerals and mineral ores and to extract and remove therefrom any gold silver and any auriferous and argentiferous earth or stone copper tin antimony coal and other metals and minerals and mineral ores and to search for and work dispose of and carry away the gold silver copper tin antimony coal metals minerals and their ores lying in upon or under the land hereby granted and for the purposes aforesaid to sink shafts make drives erect machinery and to carry on any works and do any other things which may be necessary or usual in mining and with all other incidents that are necessary to be used for the getting of the said gold silver copper tin antimony coal and other metals and minerals and mineral ores and the working of all mines seams lodes and deposits containing gold silver copper tin antimony coal and other metals and minerals and mineral ores in upon or under the land hereby granted

PROVIDED ALWAYS that the said land is and shall be subject to be resumed for mining purposes under Section 168 of the *Land Act 1915*.

AND PROVIDED also that the said land is and shall be subject to the right of any person being the holder of a miner's right or of a licence to search for metals or minerals or of a mining or mineral lease to enter therein and to mine for gold silver copper tin antimony coal and other metals and minerals and mineral ores and to erect and to occupy mining plant or machinery thereon in the same manner and under the same conditions and provisions as those on which the holder of a miner's right or of a mining or mineral lease had at the date of these presents the right to mine for gold and silver in and upon Crown lands. PROVIDED that compensation shall be paid to the said

GRANTEE

his heirs executors administrators assigns or transferees by such person for surface damage to be done to such lands by reason of mining thereon such compensation to be determined as provided for the time being by law for the case of land resumed for mining purposes and the payment thereof to be a condition precedent to such right of entry.

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Metres = 0.201168 x Links

Sheet 2 of 2 sheets

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Document Identification	<b>V611474C</b>
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PLAN**

Lodged by  
Name White Cleland Pty  
Phone 9783 2323  
Address 454 Nepean Highway, Frankston  
Ref: 962162/AS  
Customer Code 1731B



V611474C  
280898 0946 173



**IMAGED**

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

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**

Certificates of title volume 5540 folio 960 and volume 8922 folio 738.

**ADDRESS OF THE LAND**

Quarry Road, Langwarrin

**RESPONSIBLE AUTHORITY**

Frankston City Council of Davey Street, Frankston

**PLANNING SCHEME**

Cranbourne Planning Scheme

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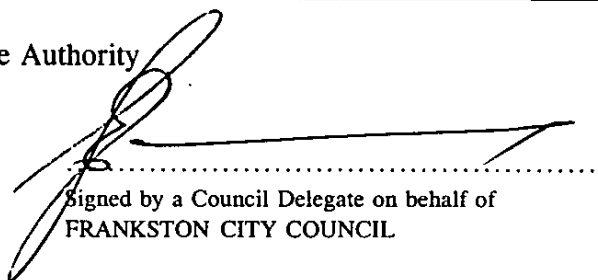
**AGREEMENT DATE** 17 July 1998

**AGREEMENT WITH**

ROCLA LIMITED (FORMERLY AMATEK LIMITED) A.C.N. 000 032 191 having its registered office at 6 Thomas Street, Chatswood New South Wales 2067 and at Sandown Road, Springvale 3171 and FRANKSTON CITY COUNCIL of Davey Street, Frankston.

A copy of the Agreement is attached to this Application

Signature of Responsible Authority

  
Signed by a Council Delegate on behalf of  
FRANKSTON CITY COUNCIL

Date: 14. 8. 98

12.10.98

**ADVERTISED PLAN**



**FRANKSTON CITY COUNCIL**

**AND**

**AMATEK LTD ACN 000 032 191**

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**Agreement Under Section 173 of the Planning and  
Environment Act 1987**

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**AGREEMENT PURSUANT TO SECTION 173**

**PLANNING AND ENVIRONMENT ACT 1987**

*Rocla*  
**AMATEK LIMITED**

**TRADING AS ROCLA QUARRY PRODUCTS LIMITED (A.C.N. 000 032 191)**

**THIS AGREEMENT** made the 17 day of ~~JULY~~ 1997 pursuant to Division 2 of Part 9 of the Planning and Environment Act 1987 ("the Act") **BETWEEN** the Responsible Authority and the Owner **WITNESSES THAT:-**

- A. The Owner is registered or entitled to be registered as the proprietor of the Site.
- B. The Site fronts Quarry Road, Langwarrin within the municipality of the Responsible Authority and within the area to which the Scheme applies.
- C. The Responsible Authority intends to improve the construction of Quarry Road between McClelland Drive and Boggy Creek by undertaking or causing to be undertaken the works described in the plans numbered R291 comprising 25 sheets certified by the Infrastructure Manager of the Responsible Authority (which plans may be inspected at the Office of the Responsible Authority) ("the Works").
- D. The Works will substantially be for the benefit of the Owner and other owners of properties fronting Quarry Road between McClelland Drive and Boggy Creek ("the Proprietors") and will facilitate transport of materials, including extracted materials and waste, to and from such properties including the site.
- E. It is desirable for the better planning of the area adjacent to and including the site and Quarry Road, including improved traffic flow, that the Works be undertaken.
- F. The Responsible Authority and the Owner have agreed that the Owner should contribute a proportion of the costs of the Works as provided in this Agreement.
- G. This Agreement is entered into pursuant to Section 173 of the Planning and Environment Act 1987 ("the Act").

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**NOW THEREFORE IT IS EXPRESSLY AGREED as follows:-**

1. This Agreement is made pursuant to Division 2 of Part 9 of the Act.
2. This Agreement is entered into to achieve a planning purpose of the Scheme.
3. In this Agreement words importing the singular or plural number shall include the plural or singular number respectively and words importing the masculine gender shall include the feminine and neuter genders.
4. In this Agreement a reference to an Act of Parliament or Section thereof or any Regulation shall be deemed to include any statutory modification or re-enactment thereof.
5. In this Agreement where the Owner constitutes more than one person, the obligations on the part of the Owner shall be deemed to be joint and several.
6. The Owner's obligations hereunder are intended to take effect as covenants which shall be annexed to and run at law and in equity with the Site and bind the Owner thereof and any part thereof and the successors, assignees, transferees and registered proprietor or proprietors for the time being of the Site and every part thereof.
7. The Owner shall do all things necessary and expedient to enable the Responsible Authority to register this Agreement with the Registrar of Titles against the title to the Site pursuant to Section 181 of the Act. The Responsible Authority shall request the Registrar of Titles to withdraw registration of this Agreement from such title upon the termination of the Agreement or the Owner's obligations hereunder being satisfied and fulfilled.

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8. This Agreement commences upon the Commencement Date.

9. The Owner warrants and covenants:-

- 9.1 that the Owner is the registered proprietor or entitled to become the registered proprietor of the Site and the beneficial owner thereof;
- 9.2 that there are no mortgages, liens, charges or other encumbrances or leases of any rights inherent in any person other than the Owner affecting the Site not disclosed by the usual searches or notified to the Responsible Authority;
- 9.3 no part of the Site is subject to any rights obtained by adverse possession or subject to any easements or rights described or referred to in Section 42 of the Transfer of Land Act;
- 9.4 the Owner shall not sell, transfer, dispose of, assign, mortgage or otherwise part with the possession of the Site or any part thereof without first disclosing to any intended purchase, transferee, assignee or mortgagee the existence and nature of this Agreement.

10. **Notices**

Any notice, consent, offer, demand, request or other instrument required or authorised to be given or served upon either party to this Agreement shall be in the English language and in writing and may be given by telex, telegram facsimile transmission, cable, post or hand to that party delivered to the last or most usual address of that party known to the party giving such notice. Any instrument given or served by telex, telegram, facsimile transmission or cable shall be deemed to have been received on the date following the day of its despatch. Any instrument having been given or served by post to an address in the same State in which it is posted shall be deemed to have been received on the third day following the day of posting. Any instrument given or served by hand shall be served at the time of delivery.

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11. The Owner shall pay all stamp duty applicable to this Agreement and the legal costs of the Responsible Authority of and incidental to this Agreement including costs and fees for registration of a copy of this Agreement against the title/s to the Site pursuant to Section 181 of the Act.
12. Any monies owing pursuant to this Agreement shall, if not paid within 14 days of demand, bear interest at a rate equivalent to the rate payable by the Responsible Authority on any Bank overdraft of the bank account of the Responsible Authority, from time to time from the time such monies fall due for payment until paid.
13. The Owner shall pay all costs and expenses reasonably incurred by the Responsible Authority as a result of any default in the performance of any of the Owner's obligations hereunder. Should there be any dispute as to the amount of any professional legal costs payable under this Agreement, the same may be assessed by the Law Institute of Victoria Costs Service and, in this event, the Owner and the Responsible Authority shall be bound by any such assessment. Any fee payable for such assessment shall be paid equally by the Owner and the Responsible Authority..
14. Without limiting the operation or effect of this Agreement:-
  - 14.1 the Owner shall use its best endeavours to have any successor in title to the Site and any occupier of the site give effect to and comply with the Owner's obligations under this Agreement and execute under seal a deed agreeing to be bound by the terms of this Agreement;
  - 14.2 this obligation shall not apply whilst a memorandum of this Agreement is entered in the Register Book against the Title to the Site.

## **ADVERTISED PLAN**

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15. The Owner and the Responsible Authority shall respectively execute any further documents and deeds and do all other acts or things reasonable required to implement this Agreement.

16. **Responsible Authority's Obligations**

The Responsible Authority shall:-

16.1 prepare all necessary surveys and designs and supervise the construction of the Works;

16.2 call for competitive tenders for the Works as a whole or in parts as it may determine. The Responsible Authority shall not necessarily accept the lowest of any tenders but if it does not do so, it shall give reasons why it has not done so in accordance with the guidelines of the Victorian Government of compulsory competitive tendering for local councils, except that sandstone material and concrete pipes and pre-cast concrete drainage pits may be purchased or obtained by the Council or the Council's accepted contractor from the following without the need for further public invitation of tenders viz.:-

16.2.1 Eighty - Three percent of sandstone material for works may be obtained from Aidan J Graham Pty of McClelland Drive, Langwarrin 3910 at the fixed rate entered into between the responsible authority and Aidan J Graham Pty at the relevant time. The rate shall be no greater than existing market rates or Municipal Authorities Purchasing Scheme rates;

16.2.2 Seventeen percent of sandstone material for works may be obtained from RE & MM Glen of Cranbourne - Frankston Road, Cranbourne 3977 at the fixed rate entered into between the responsible authority and RE & MM Glen at the relevant time. The rate shall be no greater than existing market rates or Municipal Authorities Purchasing Scheme rates.

16.2.3 All pipes and pre-cast drainage pits may be obtained from Rocla C/- Amatek of Sandown Road, Springvale 3171 at the fixed rate entered into between the Responsible Authority and Rocla Pipeline Products. The rate shall be no greater than existing market rates or Municipal Authorities Purchasing Scheme rates.

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- 16.3 Upon receipt of the Works Contribution from the Owner and completion of the Works the Responsible Authority agrees not at any future time to recover any further costs in respect of the construction of any component of the Works from the Owner or its successors in title to the site if that component has been previously constructed to the satisfaction of the Responsible Authority, whether by way of special rate or special charge under the Local Government Act 1989 or otherwise.
- 16.4 The Responsible Authority shall, subject to it receiving Works contributions from the Owner and the Proprietors, have commenced and have completed the Works as soon as reasonably practicable and in any event no later than 30 weeks from the date of Commencement of this Agreement. Should the Responsible Authority not obtain agreements from all of the Owner and the Proprietors to contribute to the cost of the Works by 22 May, 1998, this Agreement shall, at the option of the Responsible Authority only, come to an end and in this event neither the Owner nor the Responsible Authority shall have any further obligations under this Agreement.
- 16.5 If following the calling and evaluation of tenders, which will be undertaken by the responsible authority, the estimated actual cost of the project exceeds \$750,000, the tender will not be accepted unless the majority of the Owners the Responsible Authority and the Proprietors agree in writing.

**17. Additional Owner's Obligations**

- 17.1 The Owner shall pay the Works Contribution to the Responsible Authority within 30 days of receipt of the Council's invoice or notice (which shall not be given until **completion** of the Works). The Works Contribution shall be paid by way of a lump sum payment unless otherwise expressly provided.
- 17.2 If the Responsible Authority or any of the accepted contractors for the Responsible Authority for the Works purchases or obtains any -
- \* sandstone products; or
  - \* concrete pipes or pre-cast drainage pits,
- from the Owner for the Works, the Responsible Authority may, with the Owner's consent, and shall if requested by the Owner, credit the total value of such materials in reduction of the Works contribution otherwise payable by the Owner pursuant to this Agreement.

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17.3 The Owner hereby charges in favour of the Responsible Authority the Works Contribution against the title or titles to the site and any such Works Contribution or any part of it remaining unpaid shall be and until paid remain a charge against the title or titles to the site and may be enforced by the Responsible Authority in the same way as any mortgage registered against the title or titles to the site pursuant to the provisions of the Transfer of Land Act and the law from the date upon which a notice of this Agreement is registered against the title or titles to the site.

## 18. Definitions

"Actual Costs" means the actual cost paid for or incurred by the Council for the Works including all labour and materials (whether or not actually purchased or obtained) including the maintenance of the Works for six months or other maintenance period after date of practical completion as provided in any contract for the Works or any part thereof together with 2½% of the actual cost of the Works for all survey, design, supervision and administrative costs in respect of the Works incurred by the Responsible Authority.

"Commencement Date" means the date upon which the last of all the Owner and the Proprietors has/have duly executed a copy of an Agreement in similar terms to this Agreement obliging each of them to contribute Works Contribution for the Works to the Responsible Authority is received by the Responsible Authority or its legal representative.

"Proprietors" means Aidan J Graham Pty and RE & MM Glen.

"Owner" means Amatek Limited, trading as Rocla Quarry Products Limited, (A.C.N. 000 032 191) of Sandown Road, Springvale 3171 and the successor or successors in title to the Site.

"Responsible Authority" means the Council of Frankston City Council of 30 Davey Street, Frankston and its successors.

"Scheme" means the Cranbourne Planning Scheme and any subsequent Planning Scheme governing the Site.

"Site" means the lands comprised in Certificates of Title Volume 5540 Folio 960 and Volume 8922, Folio 738 and being the lands referred to in Works Authority No. 13.

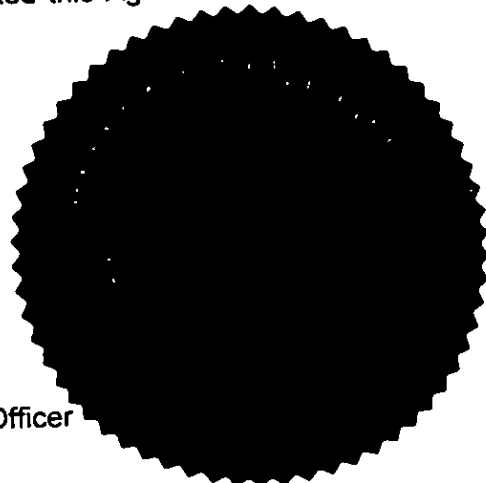
"Works Contribution" means 183/750's of the actual cost of the Works plus 2½% Administration costs.

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IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the date of it.

THE COMMON SEAL of the FRANKSTON CITY COUNCIL was hereto affixed in the presence of: )



*W R Parker*  
..... Councillor

*[Signature]*  
..... Chief Executive Officer

*Rozla Limited formerly known as*

THE COMMON SEAL of AMATEK LIMITED (A.C.N. 000 032 191) was hereunto )  
affixed in accordance with its Articles of )  
Association in the presence of: )



*[Signature]*  
..... Director

*[Signature]*  
..... Secretary  
*6/7/94*

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