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

VOLUME 11814 FOLIO 999

Security no : 124086059263C
Produced 15/10/2020 10:38 AM

LAND DESCRIPTION

Lot D on Plan of Subdivision 710783E.
PARENT TITLE Volume 11689 Folio 582
Created by instrument PS710783E 25/08/2016

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
PROSPECT HILL INTERNATIONAL PTY LTD of 107 PROSPECT HILL ROAD CAMBERWELL VIC
3124
AS628491X 18/10/2019

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.

AGREEMENT Section 173 Planning and Environment Act 1987
AT421625X 13/07/2020

DIAGRAM LOCATION

SEE PS710783E FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER	STATUS	DATE
AT421625X (E) AGREEMENT	Registered	13/07/2020

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DOCUMENT END

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**ADVERTISED
PLAN**

Signed by Council: City of Greater Geelong, Council Ref: 11170, Original Certification: 05/06/2014, Recertification: 20/11/2015, S.O.C.: 06/07/2016

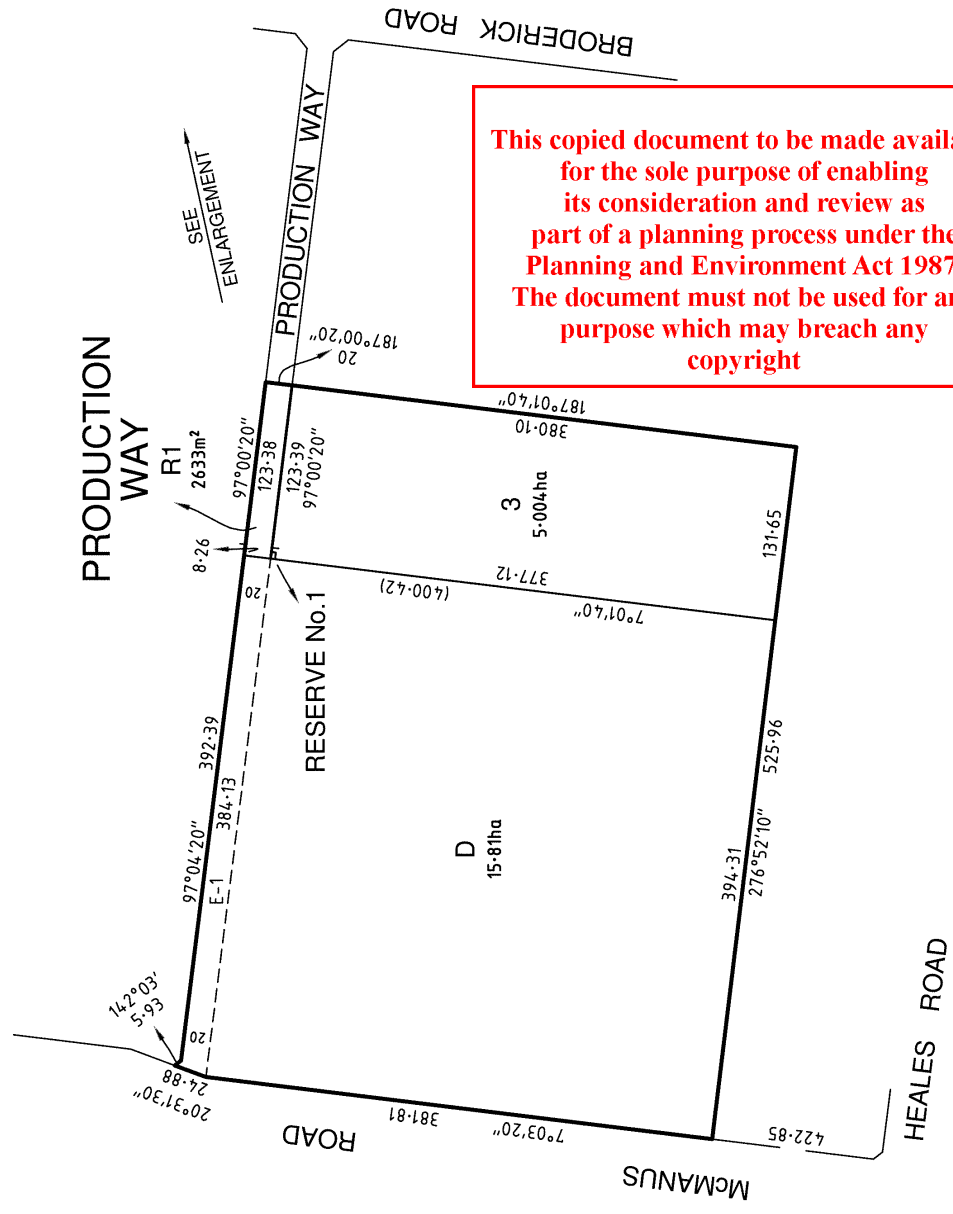
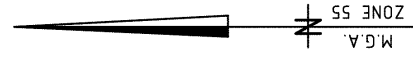
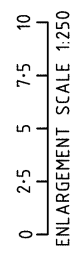
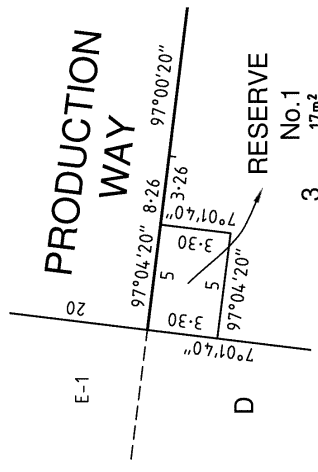
	PLAN OF SUBDIVISION	STAGE No.	LRS USE ONLY EDITION 1	PLAN NUMBER PS 710783E
LOCATION OF LAND PARISH: MORANGHURK TOWNSHIP: SECTION: CROWN ALLOTMENT: CROWN PORTION: 110, (PART) AND 111 (PART) TITLE REFERENCES: VOL. FOL. LAST PLAN REFERENCE/S: PS 710782G LOT C POSTAL ADDRESS: 164 - 200 McMANUS ROAD (At time of subdivision) LARA, VICTORIA 3212 MGA Co-ordinates E 269 760 (of approx centre of N 5 786 000 land in plan) ZONE 55		COUNCIL CERTIFICATION AND ENDORSEMENT COUNCIL NAME: GREATER GEELONG CITY COUNCIL REF: 1. This plan is certified under Section 6 of the Subdivision Act 1988. 2. This plan is certified under Section 11(7) of the Subdivision Act 1988. Date of original certification under Section 6. 3. This is a statement of compliance issued under Section 21 of the Subdivision Act 1988. OPEN SPACE (i) A requirement for public open space under Section 18 of the Subdivision Act 1988 has/has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage Council Delegate Council Seal Date Re-certified under Section 11(7) of the Subdivision Act 1988. Council Delegate Council Seal Date		
VESTING OF ROADS AND/OR RESERVES		NOTATIONS		
IDENTIFIER	COUNCIL/BODY/PERSON	STAGING This is not a staged subdivision. Planning permit No. 1554/2012/A DEPTH LIMITATION DOES NOT APPLY THIS IS A SPEAR PLAN. TOTAL AREA OF ROAD R1: 2633m ² LOTS 1 AND 2 HAVE BEEN OMITTED FROM THIS PLAN. SEE SHEET 3 FOR RESTRICTION AFFECTING LOT 3 <u>OTHER PURPOSES OF THE PLAN</u> 1. REMOVAL OF THAT PART OF THE PIPELINE OR ANCILLARY PURPOSES EASEMENT SHOWN AS E-2 ON PS 710782G AS AFFECTS ROAD R1 ON THIS PLAN. <u>GROUND FOR REMOVAL OF EASEMENT</u> BY AGREEMENT OF ALL INTERESTED PARTIES UPON REGISTRATION OF THIS PLAN. <div style="text-align: center; font-size: 2em; font-weight: bold; color: red;"> ADVERTISED PLAN </div>		
ROAD R1	GREATER GEELONG CITY COUNCIL			
RESERVE No.1	POWERCOR AUSTRALIA LIMITED			
<div style="border: 2px solid red; padding: 10px; color: red; font-weight: bold;"> 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 </div>		SURVEY. THIS PLAN IS/IS NOT BASED ON SURVEY. 30040945S.03HEAL Ver J.dwg		
ELCHO INDUSTRIAL ESTATE - 03				
5.269ha		1 LOT		
EASEMENT INFORMATION				
LEGEND A-Appurtenant Easement E-Encumbering Easement R-Encumbering Easement (Road)				LRS USE ONLY
				STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	PIPELINE OR ANCILLARY PURPOSES	SEE PLAN	PS710776B	BARWON REGION WATER CORPORATION
				RECEIVED <input checked="" type="checkbox"/>
				LRS USE ONLY
				PLAN REGISTERED TIME 6.48 PM DATE 25/08/2016
				RHills Assistant Registrar of Titles
				SHEET 1 OF 3 SHEETS
 Melbourne Survey T 9869 0813 F 9869 0901		LICENSED SURVEYOR (PRINT)..... LUKE JAMES POWER SIGNATURE DIGITALLY SIGNED DATE REF 30040945S.03HEAL VERSION J		DATE COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3

PLAN OF SUBDIVISION

STAGE No. _____



PLAN NUMBER
PS 710783E

ADVERTISED PLAN



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30040945S.03HEAL Ver J.dwg

 <p>Melbourne Survey T 9869 0813 F 9869 0901</p>	<p>SCALE</p>  <p>LENGTHS ARE IN METRES</p>	<p>ORIGINAL SCALE</p> <p>SHEET SIZE</p> <p>1:4 000 A3</p>	<p>LICENSED SURVEYOR (PRINT).....</p> <p>SIGNATURE</p> <p>DATE</p> <p>VERSION J</p> <p>REF 30040945S.03HEAL</p>
			<p>SHEET 2</p> <p>DATE</p> <p>COUNCIL DELEGATE SIGNATURE</p>

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 710783E

CREATION OF RESTRICTION No. 1

The following restriction is to be created upon Registration of this plan:

Land to benefit: All lots on this plan

Land to be burdened: Lot 3 on this plan

Description of Restriction:

The connection of sewerage to lot 3 shall not be other than by a private pumped system unless otherwise approved by Barwon Region Water Corporation.

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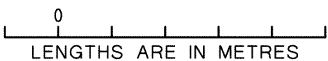
ADVERTISED PLAN



Melbourne Survey T 9869 0813 F 9869 0901

30040945S.03HEAL Ver J.dwg

SCALE



ORIGINAL

SCALE SHEET SIZE
A3

LICENSED SURVEYOR (PRINT).....

SIGNATURE DATE

REF **30040945S.03HEAL** VERSION **J**

SHEET 3

DATE
COUNCIL DELEGATE SIGNATURE

Plan of Subdivision PS710783E
Certifying a New Version of an Existing
Plan (Form 11)



SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S037338T
Plan Number: PS710783E
Responsible Authority Name: City of Greater Geelong
Responsible Authority Reference Number 1: 11170
Surveyor's Plan Version: 30040945s.03HEAL Version J

Certification

This plan is certified under section 11 (7) of the Subdivision Act 1988
Date of original certification under section 6: 05/06/2014
Date of previous recertifications under Section 11(7): 25/07/2014
Date of previous recertifications under Section 11(7): 13/04/2015

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988

Has not been made at Certification

Digitally signed by Council Delegate: Hugh Griffiths
Organisation: City of Greater Geelong
Date: 20/11/2015

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Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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Produced 15/10/2020 11:28:52 AM

Status	Registered	Dealing Number	AT421625X
Date and Time Lodged	13/07/2020 10:15:34 AM		

Lodger Details

Lodger Code	18776H
Name	HARWOOD ANDREWS LAWYERS
Address	
Lodger Box	
Phone	
Email	
Reference	SCS:21903234

APPLICATION TO RECORD AN INSTRUMENT

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

Estate and/or Interest

FEE SIMPLE

Land Title Reference

11814/999

Instrument and/or legislation

RECORD - AGREEMENT - SECTION 173

Planning & Environment Act - section 173

Applicant(s)

Name	GREATER GEELONG CITY COUNCIL
Address	
Street Number	30
Street Name	GHERINGHAP
Street Type	STREET
Locality	GEELONG
State	VIC
Postcode	3220

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Additional Details

Refer Image Instrument



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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 legislation and any Prescribed Requirement.

Executed on behalf of	GREATER GEELONG CITY COUNCIL
Signer Name	SOPHIE CLARA STICKLAND
Signer Organisation	THE LANTERN LEGAL GROUP PTY LTD
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	13 JULY 2020

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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Document Type	Instrument
Document Identification	AT421625X
Number of Pages (excluding this cover sheet)	6
Document Assembled	

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Agreement under s173 of the Planning & Environment Act 1987

This Agreement is made the day of , 20 .

Parties:

Greater Geelong City Council ABN 18 374 210 672 of 30 Gheringhap Street, Geelong 3220 (**Council**)

And

Prospect Hill International Pty Ltd (A.C.N. 617 544 224) of 107 Prospect Hill Road, Camberwell VIC 3124 (**Owner**)

Background

1. The Council is the Responsible Authority under the Greater Geelong Planning Scheme (**Planning Scheme**) for the purposes of administering its provisions.
2. The Owners is the registered or is entitled to be registered as the proprietor of the Land.
3. The Land is part of the Geelong Ring Road Employment Precinct, a land development undertaken by Council to facilitate business and economic growth in the Geelong region.
4. The parties have entered into this agreement:
 - (a) To ensure the Land is developed in a timely manner consistent with the objectives of the "Geelong Ring Road Employment Precinct Framework Plan"; and
 - (b) To achieve and advance the objectives of the Planning Scheme.
5. The Council and Owner agree that without limiting or restricting the respective powers to enter into this Agreement, and in so far as they can be so treated this Agreement is made pursuant to section 173 of the Act.

Agreed Terms

1. Definitions

- (a) In this Agreement the words and expressions set out in this clause have the following meanings unless the context admits otherwise:
Act means the *Planning and Environment Act 1987* (Vic);

Agreement means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement;

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Business Day means a day other than a Saturday or a Sunday on which banks are open for business in Melbourne;

Council means Greater Geelong City Council as the Responsible Authority for the Planning Scheme and any subsequent person or body which is the Responsible Authority for the Planning Scheme;

Date of this Agreement means the date which appears on the first substantive page of this Agreement above the details of the parties to this Agreement;

Development Works means completion of the following works on the Land:

1. Execution of construction contract documentation, tender and contractor appointment; and
2. Site works for the development of the Land;
3. Construction of the building foundations for the improvements to be constructed on the Land.

Land means the land described in Certificate of Title Volume 11814 Folio 999;

Owner means the person or persons registered or entitled to be registered from time to time by the Registrar of Titles as proprietors of an estate in fee simple of the Land, lot or any part of it and includes a mortgagee in possession;

Planning Scheme means the Greater Geelong Planning Scheme and any other planning scheme which applies to the subject Land.

2. Interpretation

In this Agreement unless the context permits otherwise:

- (a) The singular includes the plural and vice versa;
- (b) A reference to a gender includes a reference to each other gender;
- (c) A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors;
- (d) A reference to the Land in this Agreement will include a reference to any lot created by the subdivision of the Land or any part of it;
- (e) If a party consists of more than one person this Agreement binds them jointly and each of them severally;
- (f) A word or expression used in this Agreement has its ordinary meaning unless that word or expression is defined in this Agreement. If a word or expression is not defined in this Agreement and is defined in the Act it has the meaning as defined in the Act;

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- (g) Any reference to an Act, Regulation or the Planning Scheme includes any acts, regulations or amendments amending, consolidating or replacing the Act, Regulations or Planning Scheme;
- (h) The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.

3. Section 173 Agreement

- (a) This Agreement is made under section 173 of the Act. In entering into it the parties intend to achieve or advance the objectives of planning in Victoria or the objectives of the Planning Scheme.
- (b) Council and the Owner intend that the burden of the covenants and obligations imposed on the Owner in this Agreement are intended to run with the Land and apply to the Owner and their successors in title to the Land.

4. Commencement of Agreement

Unless otherwise provided for in this Agreement, this Agreement commences from the Date of this Agreement.

5. Ending of Agreement

- (a) This Agreement may be ended in accordance with the Act.
- (b) If this Agreement ends under clause 5(a), Council must do all things to notify the Registrar of Titles to cancel the recording of this Agreement in the Register in accordance with section 183 of the Act.
- (c) The Owner must pay Council's reasonable costs in complying with clause 5(b).

6. Reasons for Agreement

The Owner acknowledges and agrees that Council would not have sold the Land to the Owner but for the agreement of the Owner to perform the Owner's covenants in accordance with the terms of this Agreement.

7. Purposes of Agreement

- (a) The purposes of the Agreement are to:
 - (i) prescribe the form of the development and use of the Land by the Owner; and
 - (ii) specify the timeframes within which the development must be substantially commenced.
- (b) The purposes of the Agreement as specified in clause 10(a) apply despite what is permitted in respect of development and use of the Land under

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the Planning Scheme or any change in policy under the Planning Scheme and continue to apply despite the issue of any planning permit in respect of the Land contrary to the covenants of the Owner as specified in this Agreement.

8. Owner's Warranties & Covenants

- (a) The Owners warrants and covenants with Council that;
 - (i) It is or is entitled to be the registered proprietor of the Land;
 - (ii) Save as shown on the Certificate of Title to the Land, there are no mortgages, liens, charges, easements or other encumbrances or any rights inherent in any person affecting the Land or any part thereof and not disclosed by the usual searches.
 - (iii) No part of the Land is subject to any right obtained by adverse possession or subject to any easements, rights or encumbrances referred to in section 42 of the *Transfer of Land Act 1958* (Vic).

9. Specific Obligations of the Owner

The Owner covenants for itself and its successors-in-title to any part of the Land and notwithstanding any matter or thing contained in this Agreement that would otherwise be permitted under the Planning Scheme, to have completed the Development Works within two (2) years of the Date of this Agreement.

10. Further Obligations of the Owner

The Owner must:

- (a) Bring this Agreement to the attention of all prospective purchasers, mortgagees, transferees and assigns;
- (b) Do all things necessary to give effect to this Agreement; and
- (c) Make application to the Registrar of Titles and do all things to record this Agreement in the register on the Certificates of Title to the Land in accordance with section 181 of the Act and pay all costs of preparation and execution of this Agreement and recording of the Agreement on the Certificates of Title to the Land.

11. Successors in Title

Without limiting the operation or effect that this Agreement has, the Owner must ensure that, until such time as a memorandum of this Agreement is registered on the title for the Land, successors in title are required to:

- (a) Give effect to and do all acts and sign all documents which require those successors to give effect to this Agreement; and
- (b) Execute a Deed agreeing to be bound by the terms of this Agreement.

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12. Notices

- (a) 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;
- (i) By delivering it personally to that party;
 - (ii) By sending it by pre-paid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or
 - (iii) By sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or pre-paid post.
- (b) A notice or other communication is deemed served:
- (i) If delivered, on the next following Business Day;
 - (ii) If posted, on the expiration of two Business Days after the date of posting; or
 - (iii) If sent by facsimile, on the next following Business Day unless the receiving party has requested transmission before the end of that Business Day.

13. No Waiver

Any time or other indulgence granted by Council to the Owner or any variation of the terms and conditions of this Agreement or any judgement or order obtained by the Council against the Owner will not in any way amount to a waiver of any of the rights or remedies of Council in relation to the terms of this Agreement.

14. Severability

If a Court, arbitrator, tribunal or other competent authority determined that any part of this Agreement is unenforceable, illegal or void then that offending part must be severed from the Agreement and the other provisions of this Agreement will remain operative.

15. No Fettering of Council's Powers

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of Council to make any decision or impose any requirements or consideration in connection with the grant of any planning approval or certification of any plans of subdivision applicable to the Land or relating to any use or subdivision of the Land.

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Executed as a Deed

SIGNED SEALED AND DELIVERED on)
behalf of the **GREATER GEELONG CITY**)
COUNCIL by Gareth Smith, Director)
Planning & Development, pursuant to an)
instrument of delegation authorised by)
Council resolution, in the presence of)



.....
Gareth Smith



.....
Signature of Witness

.....
Leanne Higgs

.....
Full Name of Witness

SIGNED SEALED AND DELIVERED on)
behalf of the **PROSPECT HILL**)
INTERNATIONAL PTY LTD (A.C.N. 617)
544 224) in accordance with Section)
127(1) of the Corporations Act by being)
signed by the persons authorised to sign)
for the company, in the presence of)



.....
Jian Qi



.....
Signature of Witness

.....
Cindy Yuan

.....
Full Name of Witness

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