

**ADVERTISED
PLAN**



Deed Poll

Property: 68-70 and 72 Autumn Street, Geelong West,
Victoria 3218

File Ref: MM:PG:250764

C. J. Properties (Werribee) Pty Ltd
ACN 005 359 482

and

F. H. Tucker & Son Pty Ltd
ACN 004 368 030

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Deed Poll

Parties

- 1 **C. J. Properties (Werribee) Pty Ltd** ACN 005 359 482 of 10 Peary Street, Belmont, Victoria 3216
- 2 **F. H. Tucker & Son Pty Ltd** ACN 004 368 030 of 10 Peary Street, Belmont, Victoria 3216

(Owners)

Recitals

- A The Owners are the registered proprietors of the Property.
- B The Property is encumbered by the Covenant.
- C The Owners are the only beneficiaries of the Covenant.
- D The Owners have agreed to remove the Covenant.
- E This Deed records the parties' agreement for the Covenant to be removed.

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The parties agree, in consideration of, among other things, the mutual promises contained in this Deed as follows:

1. Definitions and interpretation

1.1 Definitions

In this Deed unless expressed or implied to the contrary:

- 1.1.1 **Covenant** means the restrictions created on the registration of plan of subdivision number PS426407T and recorded on the certificate of titles of the Property.
- 1.1.2 **Deed** means this deed poll and includes all recitals, schedules and annexures to it, as may be varied or supplemented in writing by the parties.
- 1.1.3 **Effective Date** means the date of this Deed.
- 1.1.4 **Registrar** means **the** Registrar of Titles in Victoria and includes their duly authorised delegate.
- 1.1.5 **Property** means the whole of the land contained in certificates of title volume 10481 folios 751, 752 and 506 and described as lots 1, 2A and 2B on plan of subdivision number PS426407T and situated at 68-70 and 72 Autumn Street, Geelong West, Victoria 3218.

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1.2 Interpretation

In this Deed:

- 1.2.1 a reference to a person includes a firm, partnership, association, corporation or other corporate body;
- 1.2.2 if a party consists of more than 1 person, this Deed binds them jointly and each of them severally;
- 1.2.3 a reference to a statute includes regulations under it and consolidations, amendments, re-enactments or replacements of any of them;
- 1.2.4 a reference to a clause, schedule or annexure is a reference to a clause, schedule or annexure in or to this Deed;
- 1.2.5 headings and sub-headings are inserted for ease of reference only and do not affect the interpretation of this Deed;
- 1.2.6 a reference to:
 - (a) the singular includes the plural and vice versa; and
 - (b) a gender includes the other genders;
- 1.2.7 if a provision is held to be illegal, invalid, void, voidable or unenforceable:
 - (a) that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable; and
 - (b) if it is not possible to read down a provision as required in this clause, that provision is severable without affecting the validity or enforceability of the remaining part of that provision or the other provisions in this Deed.

2. Agreement to remove covenant

2.1 Agreement

The Owners agree to remove the Covenant on and from the Effective Date.

2.2 Effecting the removal

The Owners must do everything required to give full effect to this Deed including, without limitation, promptly:

- 2.2.1 signing all documents, further agreements, authorisations and acknowledgments required to give effect the removal of the Covenant;
- 2.2.2 obtaining approvals from all relevant authorities to remove the Covenant;
- 2.2.3 making or consenting to any application to the Registrar to remove the Covenant; and
- 2.2.4 making available the titles for the Property to allow the Registrar to register the removal of the Covenant on the titles for the Property.

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3. General

3.1 Governing law and jurisdiction

This Deed is governed by and is to be construed in accordance with the laws of Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria and waives any right to object to proceedings being brought in those courts.

3.2 Counterparts and electronic signing

The parties consent to execution of this Deed (and any notice given under this Agreement) by any signatory by an electronic signature. This Deed may be electronically signed in any number of counterparts which together will constitute the one document. Each party consents to the exchange of counterparts of this lease by delivery by email or such other electronic means as may be agreed in writing.

3.3 Entire understanding

This Deed contains the entire understanding between the parties as to the subject matter contained in it. All previous agreements, representations, warranties, explanations and commitments, expressed or implied, affecting this subject matter are superseded by this Deed and have no effect.

3.4 Costs

Each party is responsible for the payment of its own costs, charges and expenses in connection with the preparation and negotiation of this Deed.

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This Deed is executed as a deed poll on the 11 day of June 2025

Executed by C. J. Properties (Werribee) Pty Ltd ACN 005 359 482 in accordance with section 127 of the Corporations Act 2001 (Cth):

Signature of director

Name of director (please print)

Signature of *director/* secretary (*delete which is not applicable)

Name of *director/*secretary (please print)

Executed by F. H. Tucker & Son Pty Ltd ACN 004 368 030 in accordance with section 127 of the Corporations Act 2001 (Cth):

Signature of director

Name of director (please print)

Signature of *director/* secretary (*delete which is not applicable)

Name of *director/*secretary (please print)

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