

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

Page 1 of 1

VOLUME 08648 FOLIO 707

Security no : 124112594342Y
Produced 13/02/2024 09:29 AM

LAND DESCRIPTION

Lot 1 on Title Plan 409652N (formerly known as part of Portion 143 Parish of Jika Jika).

PARENT TITLES :

Volume 04310 Folio 956

Volume 08598 Folio 144 to Volume 08598 Folio 145

Created by instrument C621342 21/10/1966

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

SIMGID PTY LTD of FLOOR 1 333 DRUMMOND STREET CARLTON VIC 3053

AE702949K 01/11/2006

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
AM223891Q 01/10/2015

DIAGRAM LOCATION

SEE TP409652N 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: 511-517 SYDNEY ROAD COBURG VIC 3058

ADMINISTRATIVE NOTICES

NIL

eCT Control 23751V BIRDSONG LEGAL
Effective from 25/05/2023

DOCUMENT END

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TRANSFER OF LAND

Section 45 Transfer of Land Act 1958

Lodged by:

Name:

Phone:

Address:

Ref:

Customer Code:



AE702949K



MADE AVAILABLE / CHANGE CONTROL

Office Use Only

The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed and subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer.

Land: *(volume and folio reference)*

Certificate of Title Volume 8648 Folio 707

Estate and Interest: *(e.g. "all my estate in fee simple")*

All our estate in fee simple

Consideration:

One Million Seven Hundred & Fifty Thousand Dollars (\$1,750,000.00)

Transferor: *(full name)*

ROSS STEVEN MACKINTOSH and SUZANNE LORRAINE MACKINTOSH

Transferee: *(full name and address including postcode)*

SIMGID PTY LTD ACN 006 359 324 of 1st Floor, 333 Drummond Street, Carlton Vic 3053

Directing Party: *(full name)*

Nil

Dated: 2nd October 2006

Execution and attestation

Signed by the said Transferor
in the presence of:

[Signature]
S. Mackintosh

S. Carne

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Approval No. 325955A

ORDER TO REGISTER

STAMP DUTY USE ONLY

T1

Please register and issue title to

Original Land Transfer

Stamped with \$105,875.00

Doc ID 2139796, 30 Oct. 2006

SRO Victoria Duty, JXM2

Signed

Cust. Code



THE BACK OF THIS FORM MUST NOT BE USED

Land Registry, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

ANNEXURE PAGE

Transfer of Land Act 1958

This is page 2 of *Approved Form T1* dated 02/10/06 between
ROSS STEVEN MACKINTOSH, SUZANNE LORRAINE
Signatures of the parties MACKINTOSH AND SIMGID PT

S. Mackintosh

Tr:
co
an
mi
re:
La

AE702949K

01/11/2006 \$1325

45



Panel Heading

THE COMMON SEAL of SIMGID PTY LTD
(ACN 006 359 324) was hereunto affixed in
compliance with its Constitution in the
presence of:-



[Signature]

Director

Antonio Logiudice

Print name of Director

351 Union Rd, Balwyn Nth 3104

Print usual address of Director

[Signature]
*Director/Secretary

MARIO LOGIUDICE

Print name of *Director/Secretary

5 Grosvenor st Brighton 3186

Print usual address of *Director/Secretary

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Approval No. 325955A

A1



1. If there is insufficient space to accommodate the required information in a panel of the *Approved Form* insert the words 'See Annexure Page 2' (or as the case may be) and enter all the information on the Annexure Page under the appropriate panel heading. **THE BACK OF THE ANNEXURE PAGE IS NOT TO BE USED.**
2. If multiple copies of the instrument are lodged, original Annexure Pages must be attached to each.
3. The Annexure Pages must be properly identified and signed by the parties to the *Approved Form* to which it is annexed.
4. All pages must be attached together by being stapled in the top left corner.

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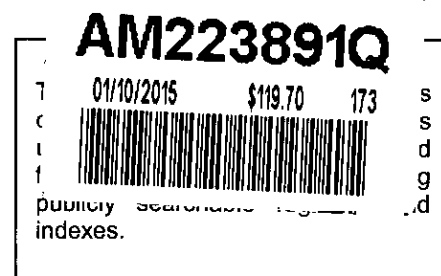
Application by a responsible authority for the recording of an agreement

Section 181 **Planning and Environment Act 1987**

Form 21

Lodged by:

Name: Russell Kennedy Lawyers
Phone: 03 9609 1555
Address: Level 12 469 La Trobe Street
Melbourne Vic 3000
Ref: ADC 114429-00184
Customer code: 1513M



The responsible 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: *(insert Volume and Folio reference) (if part only, define the part)*

Volume 8648 Folio 707 and Volume 10614 Folio 644


Responsible authority: *(name and address)*

Moreland City Council of 90 Bell Street, Coburg, Victoria 3058

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 responsible authority: 

Name of officer: KIRSTEN COSTER

Date: 10/9/15

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01/10/2015

\$119.70

173



MORELAND CITY COUNCIL

Council

- and -

SIMGID PTY. LTD. (A.C.N 006 359 324)

the Owner

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

Subject Land: **511-537 Sydney Road, Coburg**



BEST HOOPER
Solicitors
563 Little Lonsdale Street
MELBOURNE

Ref: JC:RD:141439
Tel: 9670 8951
Fax: 9670 2954

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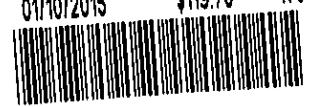


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PLANNING AND ENVIRONMENT ACT 1987

SECTION 173 AGREEMENT

AM223891Q



THIS AGREEMENT is made the **10** day of **SEPTEMBER** 2015

BETWEEN:

Moreland City Council
of 90 Bell Street, Coburg in the State of Victoria

("Council")

- and -

SIMGID PTY.LTD. (A.C.N 006 359 324)
of Level 1, 333 Drummond Street, Carlton in the State of Victoria

("the Owner")

INTRODUCTION

- A. The Council is the Responsible Authority for the Planning Scheme under the Act.
- B. The Owner is or is entitled to be registered as the proprietor of the Subject Land.
- C. At the direction of the Victorian Civil & Administrative Tribunal, on **28 June 2012** the Council granted Planning Permit No. MPS/2011/266 permitting construction of an eight storey (plus basement) building, the use of land for 285 dwellings, 8 shops, 2 restaurants and 7 offices, a car parking reduction associated with dwellings, shops, restaurants and office and alteration, and the creation of access to a road zone, in accordance with the Endorsed Plan and subject to conditions, including condition 7 which provides:

"Prior to the commencement of the development hereby permitted, an agreement under Section 173 of the Planning and Environment Act 1987 must be entered into between the Owners of the land and the Responsible Authority in a form satisfactory to the Responsible Authority including the following:

- a) *Unrestricted public pedestrian and bicycle access through the northern accessway located between the building and the Right of Way.*
- b) *The owners of the land to indemnify the Moreland City Council against any claims associated with the*

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use of the northern accessway and to accept liability and responsibility for the on-going maintenance of the pedestrian link.

- c) *That the owner will not prevent or impede physical access from the driveway to that part of the adjoining right-of-way which abuts the property at 541 Sydney Road, Coburg. The Agreement will acknowledge that this does not in any way evidence or create any proprietary rights over the subject land in favour of the Council or any other adjacent property.*

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The agreement must be registered on title. The owner must pay the costs of the Responsible Authority in relation to the preparation, execution and registration of the agreement on title."

D. The parties enter into this Agreement -

- (a) to give effect to the requirements of the Permit; and
- (b) to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

IT IS AGREED:

1. DEFINITIONS

In this Agreement the words and expressions set out in this clause have the following meanings unless the context admits otherwise -

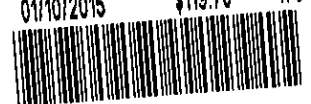
- 1.1 **"the Act"** means the Planning and Environment Act 1987.
- 1.2 **"this Agreement"** means this agreement.
- 1.3 **"Building"** means the building permitted by the Permit.
- 1.4 **"Council"** means Moreland City Council as the Responsible Authority for the Planning Scheme and any subsequent person or body which is the Responsible Authority for the Planning Scheme.
- 1.5 **"the Endorsed Plan"** means the plan(s), endorsed with the stamp of the Council from time to time, as the plan(s) which form part of the Permit.
- 1.6 **"Mortgagee"** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Subject Land or any part of it.
- 1.7 **"Northern Accessway"** means the land shown hatched on the plan attached to the Agreement as Annexure A and described as private vehicular accessway.

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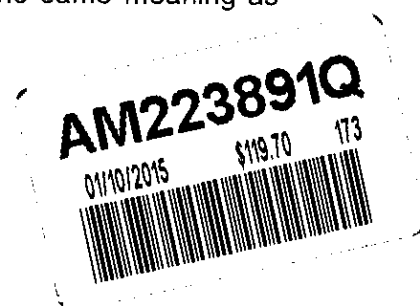
- 1.8 **"Owner"** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of the Subject Land or any part of it and includes a Mortgagee-in-possession.
- 1.9 **"party or parties"** means the Owner and Council under this Agreement as appropriate.
- 1.10 **"Permit"** means Planning Permit No. MPS/2011/266 as amended from time to time and described in recital C of this Agreement.
- 1.11 **"Planning Scheme"** means the Moreland Planning Scheme and any other planning scheme which applies to the Subject Land.
- 1.12 **"Right of Way"** means the land hatched in grey and described as "existing Council ROW" on the plan attached to the Agreement as Annexure A being the land known as Lot 1 on TP744446U in Certificate of Title Volume 9132 Folio 931.
- 1.13 **"Subject Land"** means the land situated at 511-537 Sydney Road, Coburg being the land comprised in Certificate of Title Volume 08648 Folio 707 with respect to 511-517 Sydney Road, Coburg and Certificate of Title Volume 10614 Folio 644 with respect to 519-537 Sydney Road, Coburg and any reference to the Subject Land in this Agreement will include a reference to 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 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 that person's successors in law.
- 2.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- 2.5 A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
- 2.6 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- 2.7 A term used in this Agreement 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 same meaning as defined in the Act.

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- 2.8 The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land PROVIDED THAT if the Subject Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

3. **SPECIFIC OBLIGATIONS OF THE OWNER**

The Owner covenants and agrees that :

- 3.1 it will not restrict pedestrian and bicycle access by any person along and through the Northern Accessway located between the Building and the Right of Way;
- 3.2 it will indemnify the Council and keep the Council indemnified from and against all and any damage, loss, cost or liability incurred or suffered by any person, in connection with the Northern Accessway and the use and occupation of the Northern Accessway by the Owner, except to the extent that the loss or damage is caused by the negligent acts of the Council;
- 3.3 it will maintain the Northern Accessway in a condition that is fit for its use for pedestrian and bicycle access;
- 3.4 it will not erect any barriers along the northern boundary of the Northern Accessway so as to impede pedestrian or bicycle access from the Northern Accessway to the Right of Way;
- 3.5 Council is not responsible or liable for the Northern Accessway and Council has no obligation to construct, maintain or upgrade the Northern Accessway;
- 3.6 it will pay to the Council, the Council's reasonable costs and expenses (including legal expenses on a party/party basis) of and incidental to the preparation, drafting, review, finalisation, engrossment, execution and registration of this Agreement and until those costs are paid they will remain a debt of the Owner to the Council.

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4. FUTURE COMMON PROPERTY

- 4.1 The Owner acknowledges and agrees that, if the Land is subdivided to create common property and the Northern Accessway forms part of the Common Property or an owners' corporation is established to be responsible for the Northern Accessway, it is intended that this Agreement should be recorded on the folio of the Register which relates to that common property.
- 4.2 If the Registrar of Titles fails to record this Agreement on the folio of the Register which relates to any future common property as envisaged under this Clause, the Owner agrees that it will arrange for the owners' corporation to enter into an agreement under Section 173 of the Act with the Council in a form which is acceptable to the Council and which must include the provisions of this Agreement mutatis mutandis which are applicable to the common property owned by that owners' corporation.

5. ACKNOWLEDGMENT AND COVENANTS OF COUNCIL

The Council agrees and acknowledges that:

- 5.1 Clause 3.4 of this agreement does not in anyway evidence or create any proprietary rights over the Northern Accessway or Subject Land, including but not limited to an easement, lease or license in favour of Council or any other person or property.
- 5.2 the Owner's covenants in this Agreement satisfy condition 7 of the Permit.
- 5.3 it will forthwith apply to make a recording of this Agreement pursuant to Section 181 of the Act.

6. FURTHER OBLIGATIONS OF THE OWNER

The Owner further covenants and agrees that:

6.1 Notice and Registration

the Owner will bring this Agreement to the attention of all prospective purchasers, mortgagees, transferees and assigns;

6.2 Further actions

- 6.2.1 the Owner will do all things necessary, including signing any further agreements, undertakings, covenants and consents, approvals or other documents necessary for the purpose of ensuring that the Owner carries out the Owner's covenants under this Agreement and to enable the Council to enforce the performance by the Owner of such covenants and undertakings;
- 6.2.2 the Owner will consent to the Council making application to the Registrar of Titles to make a recording of this

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Agreement in the Register on the Certificate of Title of the Subject Land in accordance with Section 181 of the Act and do all things necessary to enable the Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that Section;

7. AGREEMENT UNDER SECTION 173 OF THE ACT

The Council and the Owner agree 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.

8. OWNERS WARRANTIES

Without limiting the operation or effect which this Agreement has, 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.

9. SUCCESSORS IN TITLE

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

- 9.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- 9.2 execute a deed agreeing to be bound by the terms of this Agreement.

10. GENERAL MATTERS

10.1 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:

- 10.1.1 by delivering it personally to that party;
- 10.1.2 by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or
- 10.1.3 by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party hand delivery or prepaid post.

10.2 A notice or other communication is deemed served:

- 10.2.1 if delivered, on the next following business day;

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10.2.2 if posted, on the expiration of two business days after the date of posting; or

10.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

10.3 **No Waiver**

Any time or other indulgence granted by the 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 the Council in relation to the terms of this Agreement.

10.4 **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 must be severed and the other provisions of this Agreement will remain operative.

10.5 **No Fettering of the 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 conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Subject Land or relating to any use or development of the Subject Land.

11. **COMMENCEMENT OF AGREEMENT**

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

12. **ENDING OF AGREEMENT**

12.1 This Agreement ends when the Owner has complied with all of the covenants by the Owner under the Agreement to the satisfaction of the Council.

12.2 This Agreement may be ended by agreement between Council and the Owner.

12.3 If this Agreement relates to more than one lot and the owner of that lot has complied with all of the obligations in relation to that lot, the owner of that lot may request Council to end this Agreement in relation to that lot.

12.4 As soon as reasonably practicable after the Agreement has ended, Council will, at the request and at the cost of the Owner, make application to the Registrar of Titles under Section 183(1) of the Act to cancel the recording of this Agreement on the register.

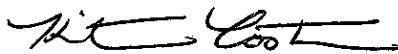
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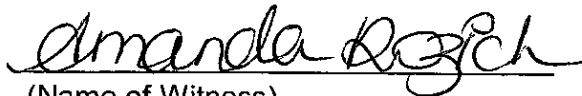


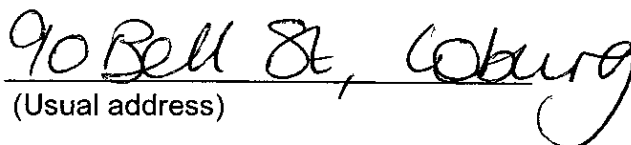
EXECUTED by the parties on the date set out at the commencement of this Agreement.

SIGNED SEALED AND DELIVERED by)
KIRSTEN COSTER Director Planning &)
Economic Development as the delegate)
of and on behalf of the **MORELAND**)
CITY COUNCIL (ABN 4620 201 0737) in)
the presence of:


(Signature of Witness)


Kirsten Coster


(Name of Witness)

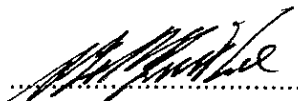

(Usual address)

AM223891Q

01/10/2015 \$119.70 173



EXECUTED by **SIMGID PTY. LTD.**)
(A.C.N 006 359 324) in accordance with)
section 127(1) of the *Corporations Act*)
2001 by being signed by authorised)
persons:


Director

Antonio Lociudice
Full Name

351 Union Rd Balwyn 3104
Usual Address

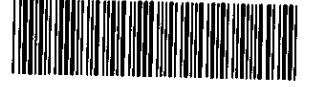
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- 9 -

.....
Mario LoGiudice
.....
Full Name
.....
5 Grosvenor St Brighton
.....
Usual Address
.....
3186
.....

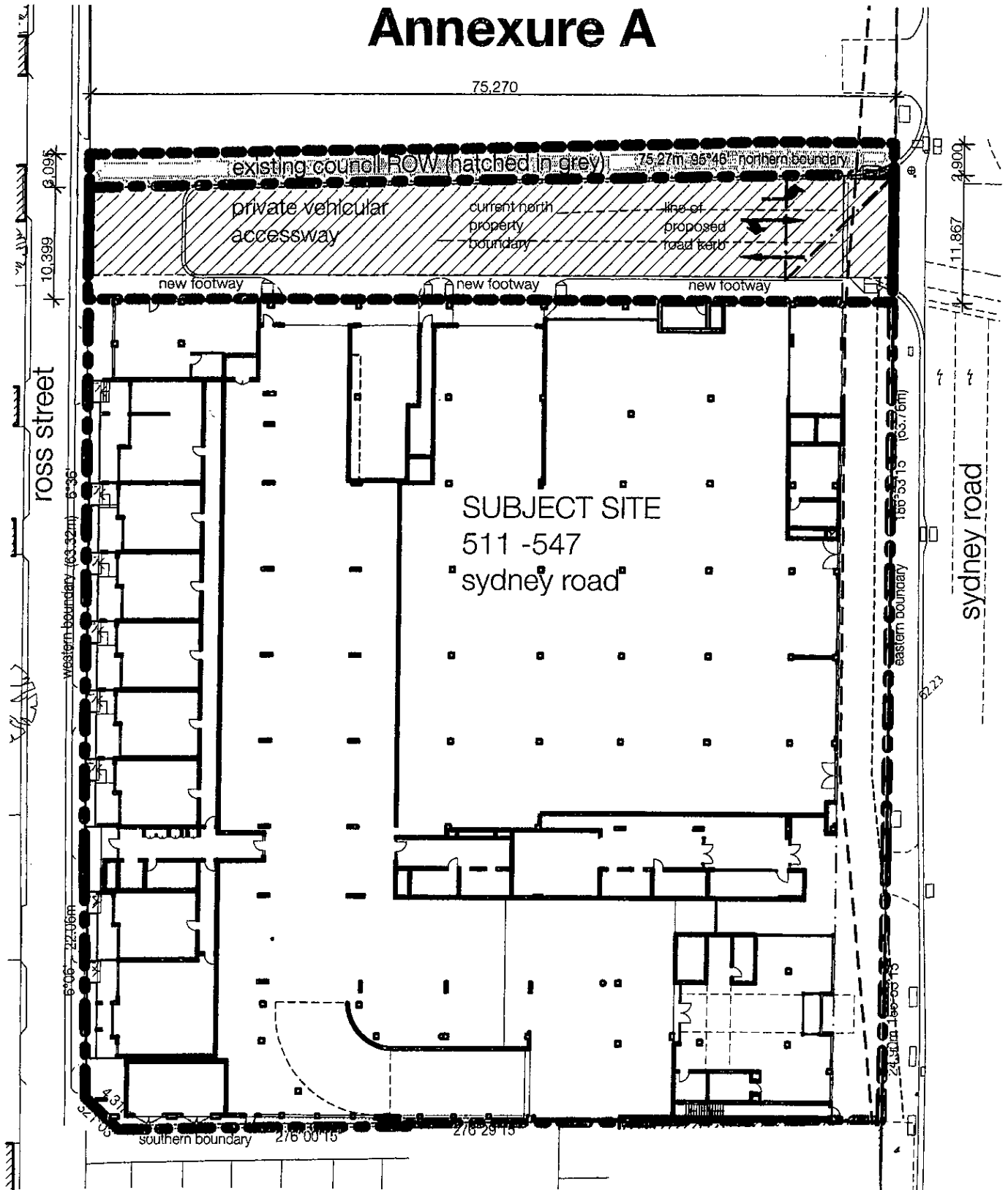
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Annexure A



site plan

scale 1:500 @A4

511- 547 Sydney Road Coburg

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TITLE PLAN		EDITION 1		TP 409652N							
Location of Land			Notations								
<p>Parish: JIKA JIKA</p> <p>Township:</p> <p>Section:</p> <p>Crown Allotment:</p> <p>Crown Portion: 143(PT)</p> <p>Last Plan Reference:</p> <p>Derived From: VOL 8648 FOL 707</p> <p>Depth Limitation: NIL</p>			<p>ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN</p>								
Description of Land / Easement Information			THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT								
<p>ADVERTISED PLAN</p>			<p>COMPILED: 17/04/2000</p> <p>VERIFIED: SO'C</p>								
<table><tr><td colspan="2">TABLE OF PARCEL IDENTIFIERS</td></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 = CP 143 (PT)</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 = CP 143 (PT)	
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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 = CP 143 (PT)											
LENGTHS ARE IN FEET & INCHES		Metres = 0.3048 x Feet		Sheet 1 of 1 sheets							
		Metres = 0.201168 x Links									

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

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VOLUME 10614 FOLIO 644

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LAND DESCRIPTION

Land in Plan of Consolidation 364199E.

PARENT TITLES :

Volume 04455 Folio 000 Volume 08632 Folio 101 Volume 09566 Folio 945

Volume 10607 Folio 847

Created by instrument PC364199E 15/11/2001

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

SIMGID PTY LTD of FLOOR 1 333 DRUMMOND STREET CARLTON VIC 3053
AF546393R 20/12/2007

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.

STATEMENT Section 110 Planning and Environment Act 1987
MELBOURNE AND METROPOLITAN BOARD OF WORKS
D408677 03/06/1969

AGREEMENT Section 173 Planning and Environment Act 1987
AM223891Q 01/10/2015

DIAGRAM LOCATION

SEE PC364199E FOR FURTHER DETAILS AND BOUNDARIES

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ACTIVITY IN THE LAST 125 DAYS

NIL

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: 519-537 SYDNEY ROAD COBURG VIC 3058

ADMINISTRATIVE NOTICES

NIL

eCT Control 23751V BIRDSONG LEGAL
Effective from 25/05/2023

DOCUMENT END

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TRANSFER OF LAND

Section 45 Transfer of Land Act 1958

Lodged by:

Name:

BANCO GROUP

Phone:

Address:

Ref:

Customer Code:

130530



AF546393R

20/12/2007

\$112.50

45NM



n

MADE AVAILABLE / CHANGE CONTROL

Office Use Only

The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed and subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer.

Land: *(volume and folio reference)*

Certificate of Title Volume 10614 Folio 644 and Volume 9566 Folio 946

Estate and Interest: *(e.g. "all my estate in fee simple")*

All its estate in fee simple

Consideration:

The Transferee's entitlement thereto in equity

Transferor: *(full name)*

Caldeed Pty Ltd ACN 058 559 489

Transferee: *(full name and address including postcode)*

Simgid Pty Ltd ACN 006 359 324 of 1st Floor, 333 Drummond Street, Carlton Vic 3053

Directing Party: *(full name)*

Nil

Dated: 3 / 8 / 2007

Execution and attestation

See Annexure Page 2

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Approval No. 325955A

ORDER TO REGISTER

T1

Please register and issue title to

Signed

Cust. Code

STAMP DUTY USE ONLY

Original Land Transfer

Exempt Section 33-3

Doc ID 2245147, 13 Dec 2007

SRO Victoria Duty, RYKD



THE BACK OF THIS FORM MUST NOT BE USED

Land Registry, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

ANNEXURE PAGE

Transfer of Land Act 1958

AF546393R

20/12/2007 \$112.50 45NM



This is page 2 of *Approved Form T1* dated 3/8/07 between
Caldeed Pty Ltd ACN 058 559 489 and Simgid Pty Ltd
Signatures of the parties ACN 006 359 324

Panel Heading

ADVERTISED PLAN



THE COMMON SEAL of Caldeed Pty Ltd ACN 058 559 489
was hereunto affixed in compliance with its Constitution in the
presence of:-

Director

*Director/Secretary

Antonio LaGrudice

Print name of Director

Mario LaGrudice

Print name of *Director/Secretary

351 Union Rd Balwyn 3104

Print usual address of Director

5 Grosvenor St Brighton 3186

Print usual address of *Director/Secretary



THE COMMON SEAL of Simgid Pty Ltd ACN 006 359 324
was hereunto affixed in compliance with its Constitution in the
presence of:-

Director

*Director/Secretary

Antonio LaGrudice

Print name of Director

MARIO LOGIUDICE

Print name of *Director/Secretary

351 Union Rd Balwyn 3104

Print usual address of Director

5 Grosvenor St Brighton 3186

Print usual address of *Director/Secretary

Approval No. 325955A

A1



1. If there is insufficient space to accommodate the required information in a panel of the *Approved Form* insert the words "See Annexure Page 2" (or as the case may be) and enter all the information on the Annexure Page under the appropriate panel heading. **THE BACK OF THE ANNEXURE PAGE IS NOT TO BE USED.**
2. If multiple copies of the instrument are lodged, original Annexure Pages must be attached to each.
3. The Annexure Pages must be properly identified and signed by the parties to the *Approved Form* to which it is annexed.
4. All pages must be attached together by being stapled in the top left corner.

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No Fee

D408677 61/1114

D408677

*****0.00 F RT T

09-58 247435 JUN-3-69

Town and Country Planning Act 1961Statement of Compensation Paid Pursuant to
Section 41 of the Act

MELBOURNE AND METROPOLITAN BOARD OF WORKS of 110 Spencer Street Melbourne
HEREBY STATES that pursuant to Section 41 of the Town and Country Planning
Act 1961 it has paid compensation particulars of which are appended hereto.

Land	<u>ALL THAT</u> piece of land being part of Crown Portion 143 at Coburg, Parish of Jika Jika and being the whole of the land described in Certificate of Title Volume 5144 Folio 697.
	Henry Gordon Stowell, Frederick Thomas Stowell, and George Michael Stowell, all of 2 Sturrock Street, East Brunswick, Brass Founders.
Name, Address & Occupation of person to whom compensation was paid	
Amount of Compensation Paid	\$6,750
Date of Payment	30th April, 1962.
Nature of Interest of Recipient of Compensation	Owners.

DATED the

2ND

day of

JUNE

1969.



DD408677-1-8

(H. J. SNADDEN)

Secretary

Melbourne and Metropolitan Board of Works

A memorandum of the within instrument
has been entered in the Register Book.



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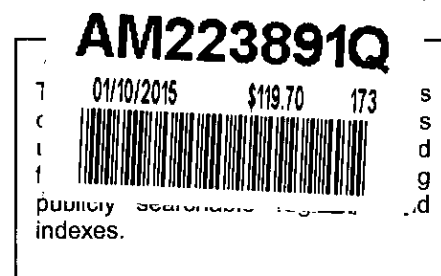
Application by a responsible authority for the recording of an agreement

Section 181 **Planning and Environment Act 1987**

Form 21

Lodged by:

Name: Russell Kennedy Lawyers
Phone: 03 9609 1555
Address: Level 12 469 La Trobe Street
Melbourne Vic 3000
Ref: ADC 114429-00184
Customer code: 1513M



The responsible 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: *(insert Volume and Folio reference) (if part only, define the part)*

Volume 8648 Folio 707 and Volume 10614 Folio 644

Responsible authority: *(name and address)*

Moreland City Council of 90 Bell Street, Coburg, Victoria 3058

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 responsible authority: Kirsten Coster

Name of officer: KIRSTEN COSTER

Date: 10/9/15

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01/10/2015

\$119.70

173



MORELAND CITY COUNCIL

Council

- and -

SIMGID PTY. LTD. (A.C.N 006 359 324)

the Owner

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

Subject Land: **511-537 Sydney Road, Coburg**



BEST HOOPER
Solicitors
563 Little Lonsdale Street
MELBOURNE

Ref: JC:RD:141439
Tel: 9670 8951
Fax: 9670 2954

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PLANNING AND ENVIRONMENT ACT 1987

SECTION 173 AGREEMENT

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01/10/2015 \$119.70 173



THIS AGREEMENT is made the 10 day of SEPTEMBER 2015

BETWEEN:

Moreland City Council
of 90 Bell Street, Coburg in the State of Victoria

("Council")

- and -

SIMGID PTY.LTD. (A.C.N 006 359 324)
of Level 1, 333 Drummond Street, Carlton in the State of Victoria

("the Owner")

INTRODUCTION

- A. The Council is the Responsible Authority for the Planning Scheme under the Act.
- B. The Owner is or is entitled to be registered as the proprietor of the Subject Land.
- C. At the direction of the Victorian Civil & Administrative Tribunal, on **28 June 2012** the Council granted Planning Permit No. MPS/2011/266 permitting construction of an eight storey (plus basement) building, the use of land for 285 dwellings, 8 shops, 2 restaurants and 7 offices, a car parking reduction associated with dwellings, shops, restaurants and office and alteration, and the creation of access to a road zone, in accordance with the Endorsed Plan and subject to conditions, including condition 7 which provides:

"Prior to the commencement of the development hereby permitted, an agreement under Section 173 of the Planning and Environment Act 1987 must be entered into between the Owners of the land and the Responsible Authority in a form satisfactory to the Responsible Authority including the following:

- a) *Unrestricted public pedestrian and bicycle access through the northern accessway located between the building and the Right of Way.*
- b) *The owners of the land to indemnify the Moreland City Council against any claims associated with the*

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use of the northern accessway and to accept liability and responsibility for the on-going maintenance of the pedestrian link.

- c) *That the owner will not prevent or impede physical access from the driveway to that part of the adjoining right-of-way which abuts the property at 541 Sydney Road, Coburg. The Agreement will acknowledge that this does not in any way evidence or create any proprietary rights over the subject land in favour of the Council or any other adjacent property.*

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The agreement must be registered on title. The owner must pay the costs of the Responsible Authority in relation to the preparation, execution and registration of the agreement on title."

D. The parties enter into this Agreement -

- (a) to give effect to the requirements of the Permit; and
- (b) to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

IT IS AGREED:

1. DEFINITIONS

In this Agreement the words and expressions set out in this clause have the following meanings unless the context admits otherwise -

- 1.1 **"the Act"** means the Planning and Environment Act 1987.
- 1.2 **"this Agreement"** means this agreement.
- 1.3 **"Building"** means the building permitted by the Permit.
- 1.4 **"Council"** means Moreland 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.
- 1.5 **"the Endorsed Plan"** means the plan(s), endorsed with the stamp of the Council from time to time, as the plan(s) which form part of the Permit.
- 1.6 **"Mortgagee"** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Subject Land or any part of it.
- 1.7 **"Northern Accessway"** means the land shown hatched on the plan attached to the Agreement as Annexure A and described as private vehicular accessway.

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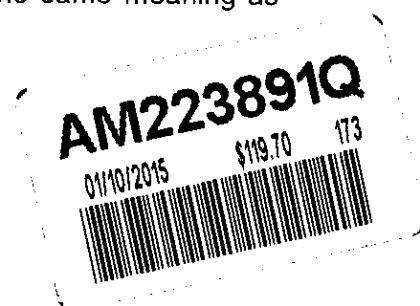
- 1.8 **"Owner"** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of the Subject Land or any part of it and includes a Mortgagee-in-possession.
- 1.9 **"party or parties"** means the Owner and Council under this Agreement as appropriate.
- 1.10 **"Permit"** means Planning Permit No. MPS/2011/266 as amended from time to time and described in recital C of this Agreement.
- 1.11 **"Planning Scheme"** means the Moreland Planning Scheme and any other planning scheme which applies to the Subject Land.
- 1.12 **"Right of Way"** means the land hatched in grey and described as "existing Council ROW" on the plan attached to the Agreement as Annexure A being the land known as Lot 1 on TP744446U in Certificate of Title Volume 9132 Folio 931.
- 1.13 **"Subject Land"** means the land situated at 511-537 Sydney Road, Coburg being the land comprised in Certificate of Title Volume 08648 Folio 707 with respect to 511-517 Sydney Road, Coburg and Certificate of Title Volume 10614 Folio 644 with respect to 519-537 Sydney Road, Coburg and any reference to the Subject Land in this Agreement will include a reference to 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 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 that person's successors in law.
- 2.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- 2.5 A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
- 2.6 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- 2.7 A term used in this Agreement 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 same meaning as defined in the Act.

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- 2.8 The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land PROVIDED THAT if the Subject Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

3. **SPECIFIC OBLIGATIONS OF THE OWNER**

The Owner covenants and agrees that :

- 3.1 it will not restrict pedestrian and bicycle access by any person along and through the Northern Accessway located between the Building and the Right of Way;
- 3.2 it will indemnify the Council and keep the Council indemnified from and against all and any damage, loss, cost or liability incurred or suffered by any person, in connection with the Northern Accessway and the use and occupation of the Northern Accessway by the Owner, except to the extent that the loss or damage is caused by the negligent acts of the Council;
- 3.3 it will maintain the Northern Accessway in a condition that is fit for its use for pedestrian and bicycle access;
- 3.4 it will not erect any barriers along the northern boundary of the Northern Accessway so as to impede pedestrian or bicycle access from the Northern Accessway to the Right of Way;
- 3.5 Council is not responsible or liable for the Northern Accessway and Council has no obligation to construct, maintain or upgrade the Northern Accessway;
- 3.6 it will pay to the Council, the Council's reasonable costs and expenses (including legal expenses on a party/party basis) of and incidental to the preparation, drafting, review, finalisation, engrossment, execution and registration of this Agreement and until those costs are paid they will remain a debt of the Owner to the Council.

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4. FUTURE COMMON PROPERTY

- 4.1 The Owner acknowledges and agrees that, if the Land is subdivided to create common property and the Northern Accessway forms part of the Common Property or an owners' corporation is established to be responsible for the Northern Accessway, it is intended that this Agreement should be recorded on the folio of the Register which relates to that common property.
- 4.2 If the Registrar of Titles fails to record this Agreement on the folio of the Register which relates to any future common property as envisaged under this Clause, the Owner agrees that it will arrange for the owners' corporation to enter into an agreement under Section 173 of the Act with the Council in a form which is acceptable to the Council and which must include the provisions of this Agreement mutatis mutandis which are applicable to the common property owned by that owners' corporation.

5. ACKNOWLEDGMENT AND COVENANTS OF COUNCIL

The Council agrees and acknowledges that:

- 5.1 Clause 3.4 of this agreement does not in anyway evidence or create any proprietary rights over the Northern Accessway or Subject Land, including but not limited to an easement, lease or license in favour of Council or any other person or property.
- 5.2 the Owner's covenants in this Agreement satisfy condition 7 of the Permit.
- 5.3 it will forthwith apply to make a recording of this Agreement pursuant to Section 181 of the Act.

6. FURTHER OBLIGATIONS OF THE OWNER

The Owner further covenants and agrees that:

6.1 Notice and Registration

the Owner will bring this Agreement to the attention of all prospective purchasers, mortgagees, transferees and assigns;

6.2 Further actions

- 6.2.1 the Owner will do all things necessary, including signing any further agreements, undertakings, covenants and consents, approvals or other documents necessary for the purpose of ensuring that the Owner carries out the Owner's covenants under this Agreement and to enable the Council to enforce the performance by the Owner of such covenants and undertakings;
- 6.2.2 the Owner will consent to the Council making application to the Registrar of Titles to make a recording of this

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Agreement in the Register on the Certificate of Title of the Subject Land in accordance with Section 181 of the Act and do all things necessary to enable the Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that Section;

7. AGREEMENT UNDER SECTION 173 OF THE ACT

The Council and the Owner agree 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.

8. OWNERS WARRANTIES

Without limiting the operation or effect which this Agreement has, 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.

9. SUCCESSORS IN TITLE

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

- 9.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- 9.2 execute a deed agreeing to be bound by the terms of this Agreement.

10. GENERAL MATTERS

10.1 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:

- 10.1.1 by delivering it personally to that party;
- 10.1.2 by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or
- 10.1.3 by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party hand delivery or prepaid post.

10.2 A notice or other communication is deemed served:

- 10.2.1 if delivered, on the next following business day;

AM223891Q

01/10/2015 \$119.70 173


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10.2.2 if posted, on the expiration of two business days after the date of posting; or

10.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

10.3 **No Waiver**

Any time or other indulgence granted by the 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 the Council in relation to the terms of this Agreement.

10.4 **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 must be severed and the other provisions of this Agreement will remain operative.

10.5 **No Fettering of the 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 conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Subject Land or relating to any use or development of the Subject Land.

11. **COMMENCEMENT OF AGREEMENT**

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

12. **ENDING OF AGREEMENT**

12.1 This Agreement ends when the Owner has complied with all of the covenants by the Owner under the Agreement to the satisfaction of the Council.

12.2 This Agreement may be ended by agreement between Council and the Owner.

12.3 If this Agreement relates to more than one lot and the owner of that lot has complied with all of the obligations in relation to that lot, the owner of that lot may request Council to end this Agreement in relation to that lot.


12.4 As soon as reasonably practicable after the Agreement has ended, Council will, at the request and at the cost of the Owner, make application to the Registrar of Titles under Section 183(1) of the Act to cancel the recording of this Agreement on the register.

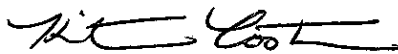
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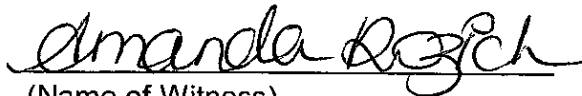


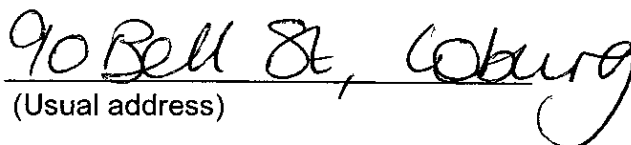
EXECUTED by the parties on the date set out at the commencement of this Agreement.

SIGNED SEALED AND DELIVERED by)
KIRSTEN COSTER Director Planning &)
Economic Development as the delegate)
of and on behalf of the **MORELAND**)
CITY COUNCIL (ABN 4620 201 0737) in)
the presence of:


(Signature of Witness)


Kirsten Coster


(Name of Witness)

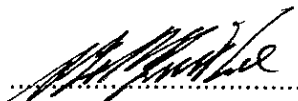

(Usual address)

AM223891Q

01/10/2015 \$119.70 173



EXECUTED by **SIMGID PTY. LTD.**)
(A.C.N 006 359 324) in accordance with)
section 127(1) of the *Corporations Act*)
2001 by being signed by authorised)
persons:


Director

Antonio Lociudice
Full Name

351 Union Rd Balwyn 3104
Usual Address

**ADVERTISED
PLAN**

- 9 -

.....
Mario LoGiudice
.....
5 Grosvenor St Brighton
.....
3186
.....

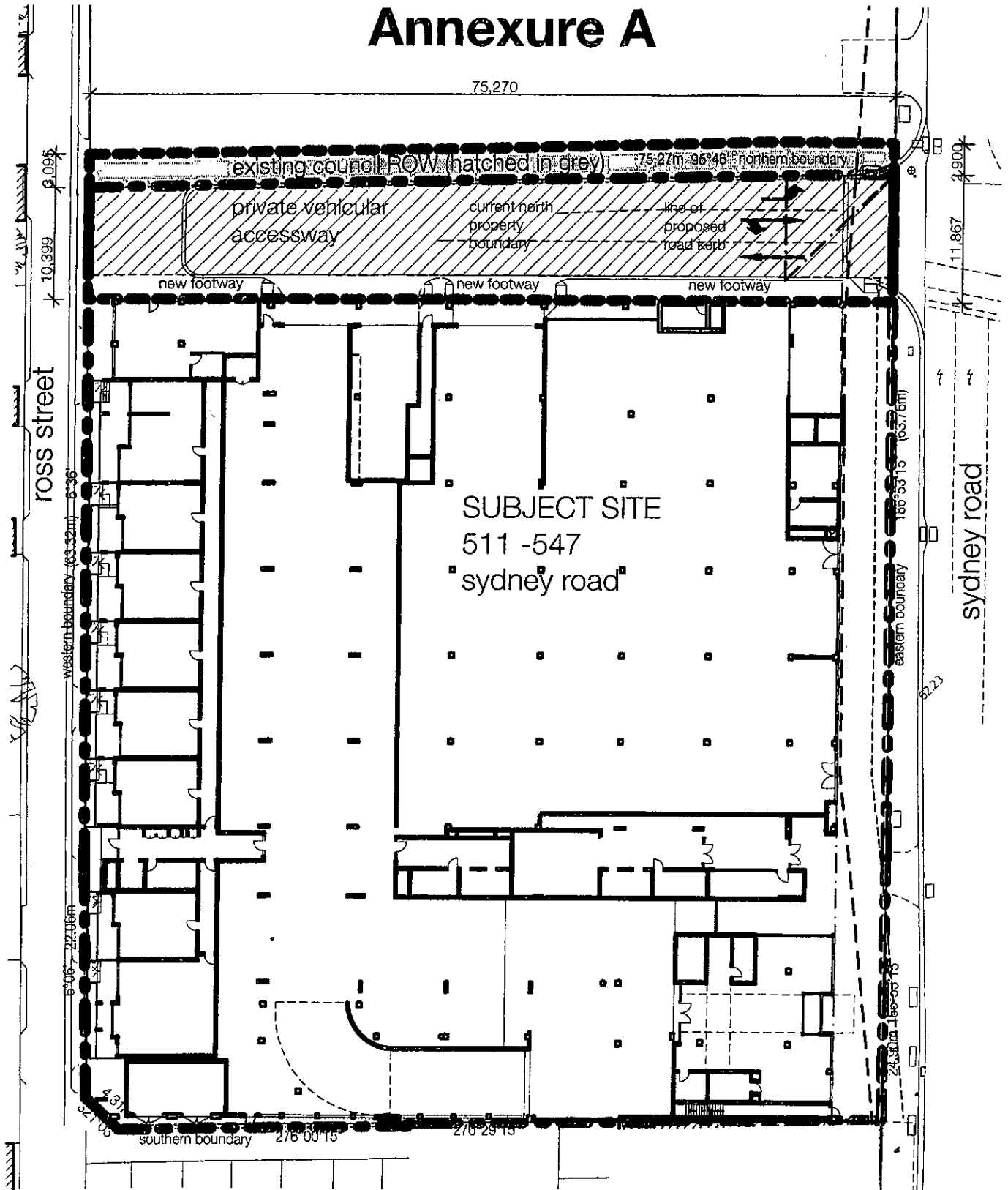
Director/Secretary
Full Name
Usual Address

AM223891Q

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Annexure A



site plan

scale 1:500 @A4

511- 547 Sydney Road Coburg

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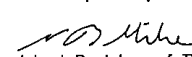
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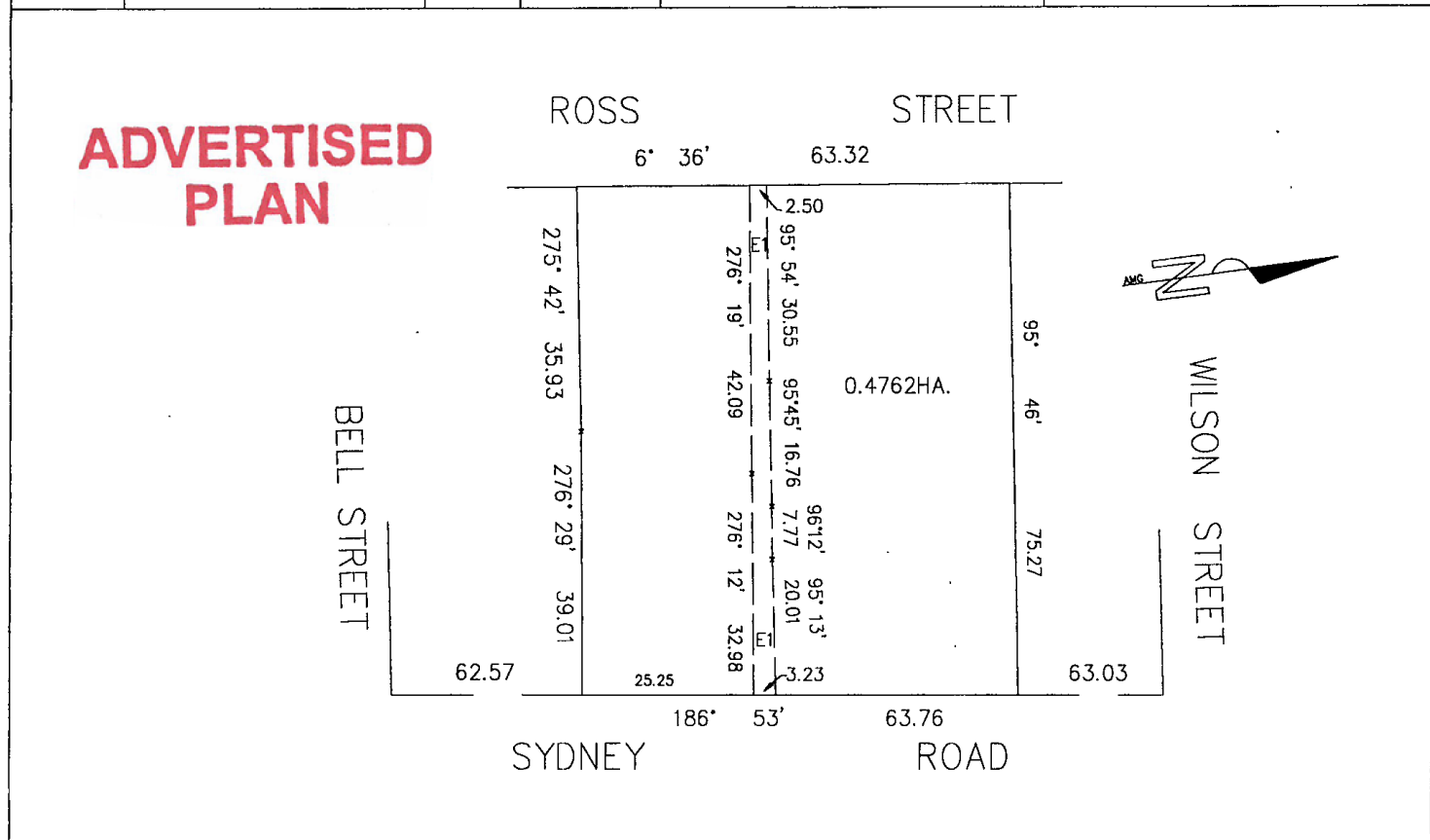
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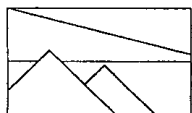
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PLAN**

PLAN OF CONSOLIDATION		LTO use only EDITION 1	Plan Number PC 364199E
Location of Land Parish: JIKA JIKA Township: _____ Section: _____ Crown Allotment: _____ Crown Portion: 143 (PART) LTO Base Record: 217 (2796) Title Reference: 4455/000, 9566/945, 8632/101 10607/847 Last Plan Reference: AP46392, AP43794 Postal Address: 519-547 SYDNEY ROAD (at time of subdivision) COBURG 3058 AMG Co-ordinates E 320 650 Zone 55 (of approx. centre of land N 5,820 800 in plan)		Council Certification Council Name: CITY OF MORELAND Ref: 2001/0122 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 Subdivision Act 1988> Council Delegate Council Seal Date 29/8/2001 Re-certified under section 11(7) of the Subdivision Act 1988 Council Delegate Council Seal Date / /	
		LTO use only Statement of Compliance/Exemption Statement Received <input checked="" type="checkbox"/> Date / /	LTO use only PLAN REGISTERED TIME 9:15 AM Date 15 / 11 / 2001  Assistant Registrar of Titles
		Notations Survey This plan is not based on survey This survey has been connected to permanent marks no(s) _____ In proclaimed Survey Area No>	

Easement Information					Depth Limitation:
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					DOES NOT APPLY
Easement Reference	Purpose	Width (metres)	Origin	Land benefited/in favour of	Other purposes of plan:
E - 1	AS PROVIDED FOR BY SEC 528(2)(e) L.G.A. 1958	SEE PLAN	SEC 528(2)(e) L.G.A. 1958	MMBW	



 Brian Octigan Land Surveyor 6 Barnet Street Highett, Vic. 3190 Ph: 9532-2663 Fax: 9532-3661		Sheet 1 of 1 sheets	
ORIGINAL	SCALE 10 0 10 20 30 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) BRIAN OCTIGAN SIGNATURE DATE 15/06/01 REF 56-1 DWG No> 56-1PC VER 1	DATE 29 / 8 / 2001 COUNCIL DELEGATE SIGNATURE
SCALE 1:750	SHEET SIZE A3	DISK No> 97PS	