

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

VOLUME 08331 FOLIO 956

Security no : 124086071887E

Produced 15/10/2020 04:10 PM

CROWN GRANT

LAND DESCRIPTION

Crown Allotment 98 Section S Parish of Yarroweyah.

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its consideration and review as
part of a planning process under the
Planning and Environment Act 1987.
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REGISTERED PROPRIETOR

Estate Fee Simple

Joint Proprietors

KIRSTEN RAE CLANCY

BRENDEN EDMUND CLANCY both of 2945 NORTHERN HIGHWAY HIGH CAMP VIC 3764

AR134316E 15/06/2018

**ADVERTISED
PLAN**

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AR134317C 15/06/2018

GOULBURN MURRAY CREDIT UNION CO-OPERATIVE LTD

CAVEAT AT432421D 16/07/2020

Caveator

GREENTECH 2 PTY LTD ACN: 631495022

Grounds of Claim

OPTION TO LEASE WITH THE FOLLOWING PARTIES AND DATE.

Parties

THE REGISTERED PROPRIETOR(S)

Date

22/03/2019

Estate or Interest

EXECUTORY OR CONTINGENT INTEREST

Prohibition

UNLESS I/WE CONSENT IN WRITING

Lodged by

JURISBRIDGE LEGAL

Notices to

SCARLETT YANG of LEVEL 46 680 GEORGE STREET SYDNEY NSW 2000

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

AL667060S 06/02/2015

DIAGRAM LOCATION

SEE TP273208L FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER

AT432421D (E)

CAVEAT

STATUS

Registered

DATE

16/07/2020



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

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

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

Street Address: 233 MONTGOMERY ROAD YARROWEYAH VIC 3644

DOCUMENT END

Application by a responsible authority for the making of a recording of an agreement
Section 181 **Planning and Environment Act 1987**

AL667060S		
T	06/02/2015	\$116.50 173
c		
a		
n		
Victorian Land Registry.		

Form 18

Lodged by:

Name: Russell Kennedy Solicitors
 Phone: 03 9609 1555
 Address: Level 12, 469 La Trobe Street, Melbourne 3000
 Ref: ADC: 115581- 03227
 Customer Code: 1513M

The 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 8331 folio 956

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

Moira Shire Council of Municipal Offices, 44 Station Street, Cobram 3644

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 Authority:



Name of Officer:

PETER ROSS STENHOUSE

Date:

16 January 2015



AL667060S

06/02/2015 \$116.50 173


MOIRA SHIRE COUNCIL

and

**KYLE MALACHI FIELD and JENNA COSETTE
FIELD and MATTHEW LIONEL FIELD**

**AGREEMENT MADE PURSUANT TO
SECTION 173 OF THE PLANNING AND
ENVIRONMENT ACT 1987**

Property: Crown Allotment 98 Section S, Parish
of Yarroweyah

Russell Kennedy Pty Ltd ACN 126 792 470 ABN 14 940 129 185
Level 12, 469 La Trobe Street, Melbourne VIC 3000 PO BOX 5146AA, Melbourne VIC 3000 DX 494 Melbourne
T +61 3 9609 1555 F +61 3 9609 1600 info@rk.com.au

Liability limited by a scheme approved under Professional Standards Legislation

rk.com.au

IDP 115581-03227

ATTACHED

© Russell Kennedy

AL667060S

06/02/2015 \$116.50 173



THIS AGREEMENT is made on **16th January**

2014~~5~~

PARTIES

- 1 MOIRA SHIRE COUNCIL**
of Municipal Offices, 44 Station Street, Cobram Victoria 3644
("Council")
- 2 KYLE MALACHI FIELD and JENNA COSETTE FIELD and MATTHEW LIONEL FIELD**
all of 3 Bondini Drive, Newman Western Australia 6753
("Owners")

RECITALS

- A** The Council is the responsible authority under the Act for the Scheme.
- B** The Owner is registered or is entitled to be registered as proprietor of the Land.
- C** Condition 2 of the Permit provides as follows:
 - (2) *Before the development starts, the owner must enter into an agreement with the Responsible Authority, made pursuant to Section 173 of the Planning and Environment Act 1987, to provide for the following:*
 - (a) *That should use of the dwelling permitted by this permit to provide accommodation for farm workers cease, for a period of two (2) years, that within a period of 3 months the dwelling will be removed, demolished or otherwise made uninhabitable.*
 - (b) *That the subject lot (Crown Allotment 98 Section S Parish of Yarroweyah) will not be further subdivided.*
 - (c) *The new dwelling permitted by this permit must be used in conjunction with agricultural production.*
 - (d) *The occupants of dwelling(s) on the land acknowledge the impacts of nearby agricultural activities upon their amenity.*

The Agreement must be prepared by the developer at the developers cost unless Council has been requested in writing to prepare it in which case all costs associated with the preparation and registration of the agreement must be borne by the applicant.

All fees associated with the documentation must be fully paid prior to execution and registration of the document by Council.
- D** The Land is encumbered by mortgage number AL304283Y in which National Australia Bank Ltd is named as mortgagee. The Mortgagee has consented to the Owner entering into this Agreement.
- E** This Agreement has been entered into in order to:
 - comply with all relevant conditions of the Permit;
 - prohibit, restrict or regulate the use or development of the Land;

- achieve and advance the objectives of planning in Victoria or the objectives of the Scheme in relation to the Land.

F This Agreement is made under Division 2 of Part 9 of the Act.



THE PARTIES AGREE THAT:

2 DEFINITIONS

In this Agreement:

- 2.1 "Act" means the *Planning and Environment Act 1987*.
- 2.2 "Agreement" means this Agreement, including the recitals and any annexures to this Agreement.
- 2.3 "Business Day" means Monday to Friday excluding public holidays in Victoria.
- 2.4 "Endorsed Plan" means the plan or plans endorsed from time to time with the stamp of Council as the plan which forms part of the Permit.
- 2.5 "Land" means the land within the Scheme described as Crown Allotment 98 Section S Parish of Yarroweyah, being the whole of the land more particularly described in certificate of title volume 8331 folio 956.
- 2.6 "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 Land or any part of it.
- 2.7 "Permit" means planning permit 5/2014/487 issued by the Council on 18 August 2014 authorising the use and development of the Land for a second dwelling.
- 2.8 "Scheme" means the Moira Planning Scheme or any other planning scheme which applies to the Land from time to time.

3 COMMENCEMENT

This Agreement comes into force on the date it was made as set out above.

4 TERMINATION OF AGREEMENT

4.1 Termination

This Agreement may be ended by mutual agreement between the parties.

4.2 Cancellation of Agreement

As soon as reasonably practicable after this Agreement has ended, the Council must, at the request and at the cost of the Owner, apply to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the Register.

AL667060S

3



5 OWNER'S COVENANTS

5.1 Accommodation for farm workers

5.1.1 The Owner covenants and agrees that the dwelling authorised by the Permit:

- (a) is not to be used as a permanent, usual, or normal place of residence for any person;
- (b) must only be used for accommodation for farm workers associated with the agricultural use of the Land; and
- (c) should the use of the dwelling permitted by this Permit to provide accommodation for farm workers cease for a period of two (2) years (cumulative) that within a period of 3 months following the cessation of use, the dwelling must be removed, demolished or otherwise made uninhabitable to the satisfaction of the Council.

5.1.2 The Owner covenants and agrees to provide Council, upon the request of Council, with the details in writing of the occupiers of the dwelling and their length of stay within 14 days of such request.

5.2 No subdivision

The Owner covenants and agrees that the Land must not be subdivided while the dwelling authorised by the Permit remains on the Land and otherwise in accordance with the Scheme.

5.3 Amenity impacts

The Owner agrees that there may be detrimental impacts with regard to the residential use of the dwelling on the Land authorised by the Permit by way of the agricultural and/or other rural uses of the Land and neighbouring land and agrees not to make any complaints with regard to any such lawful activities and agrees to advise all occupants of the dwelling as to this clause.

5.4 Development of the Land

The Owner covenants that the Land must be developed in accordance with the Permit and the Endorsed Plans to the satisfaction of the Council, unless prior written consent is obtained from the Council.

5.5 Successors in title

Until this Agreement is recorded on the folio of the Register which relates to the Land pursuant to section 181 of the Act, the Owner must ensure that the Owner's successors in title give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement including requiring the successors in title to execute a deed agreeing to be bound by the terms of this Agreement. Until that deed is executed, the Owner, being a party to this Agreement, remains liable to perform all of the Owner's obligations contained in this Agreement.

AL667060S



4

5.6 Further assurance

The Owner must do all things necessary (including signing any further agreement, acknowledgment or document) to enable the Council to record this Agreement on the folio of the Register which relates to the Land.

5.7 Payment of Council's costs

The Owner agrees to pay on demand to the Council the Council's costs and expenses (including any legal fees incurred on a solicitor-client basis) of and incidental to the preparation, execution, recording and enforcement of this Agreement.

5.8 Mortgagee to be bound

The Owner covenants to obtain the consent of any Mortgagee to be bound by the covenants in this Agreement if the Mortgagee becomes mortgagee in possession of the Land.

5.9 Indemnity

The Owner covenants to indemnify and keep the Council, its officers, employees, agents, workmen and contractors indemnified from and against all costs, expenses, losses or damages which they or any of them may sustain incur or suffer or be or become liable for or in respect of any suit action proceeding judgement or claim brought by any person arising from or referable to this Agreement or any non-compliance with this Agreement.

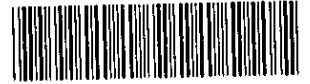
5.10 Non-compliance

If the Owner has not complied with this Agreement within 14 days after the date of service on the Owner by the Council of a notice which specifies the Owner's failure to comply with any provision of this Agreement, the Owner covenants:

- 5.10.1 to allow the Council its officers, employees, contractors or agents to enter the Land and rectify the non-compliance;
- 5.10.2 to pay to the Council on demand, the Council's reasonable costs and expenses ("**Costs**") incurred as a result of the Owner's non-compliance;
- 5.10.3 to pay interest at the rate of 2% above the rate prescribed under section 2 of the *Penalty Interest Rates Act 1983* on all moneys which are due and payable but remain owing under this Agreement until they are paid in full;
- 5.10.4 if requested to do so by the Council, to promptly execute in favour of the Council a mortgage to secure the Owner's obligations under this Agreement,

and the Owner agrees:

- 5.10.5 to accept a certificate signed by the Chief Executive Officer of the Council (or any nominee of the Chief Executive Officer) as prima facie proof of the Costs incurred by the Council in rectifying the Owner's non-compliance with this Agreement;



- 5.10.6 that any payments made for the purposes of this Agreement shall be appropriated first in payment of any interest and any unpaid Costs of the Council and then applied in repayment of the principal sum;
- 5.10.7 that all Costs or other monies which are due and payable under this Agreement but which remain owing shall be a charge on the Land until they are paid in full; and
- 5.10.8 if the Owner executes a mortgage as required by clause 5.10.4, any breach of this Agreement is deemed to be a default under that mortgage.

5.11 Standard of works

The Owner covenants to comply with the requirements of this Agreement and to complete all works required by this Agreement as expeditiously as possible at its cost and to the satisfaction of the Council.

5.12 Council access

The Owner covenants to allow the Council and its officers, employees, contractors or agents or any of them, to enter the Land (at any reasonable time) to assess compliance with this Agreement.

5.13 Covenants run with the Land

The Owner's obligations in this Agreement are intended to take effect as covenants which shall be annexed to and run at law and in equity with the Land and every part of it, and bind the Owner and its successors, assignees and transferees, the registered proprietor or proprietors for the time being of the Land and every part of the Land.

5.14 Owner's warranty

The Owner warrants and covenants that:

- 5.14.1 the Owner is the registered proprietor (or is entitled to become the registered proprietor) of the Land and is also the beneficial owner of the Land;
- 5.14.2 there are no mortgages, liens, charges or other encumbrances or leases or any rights inherent in any person other than the Owner affecting the Land which have not been disclosed by the usual searches of the folio of the Register for the Land or notified to the Council;
- 5.14.3 no part of the Land 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 1958*; and
- 5.14.4 until this Agreement is recorded on the folio of the Register which relates to the Land, the Owner will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of the Land without first disclosing to any intended purchaser, transferee, assignee or mortgagee the existence and nature of this Agreement.

- 7.2.2 if posted within Australia to an Australian address, two Business Days after posting;
- 7.2.3 if served by facsimile, subject to the next clause, at the time indicated on the transmission report produced by the sender's facsimile machine indicating that the facsimile was sent in its entirety to the addressee's facsimile; and
- 7.2.4 if received after 5.00pm in the place of receipt or on a day which is not a Business Day, at 9.00am on the next Business Day.

8 INTERPRETATION

AL667060S

In this Agreement, unless the contrary intention appears:

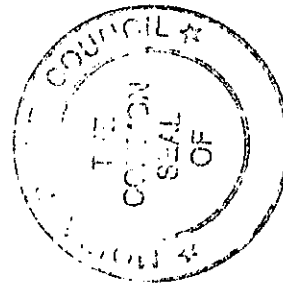


- 8.1 the singular includes the plural and vice versa;
- 8.2 a reference to a document or instrument, including this Agreement, includes a reference to that document or instrument as novated, altered or replaced from time to time;
- 8.3 a reference to an individual or person includes a partnership, body corporate, government authority or agency and vice versa;
- 8.4 a reference to a party includes that party's executors, administrators, successors, substitutes and permitted assigns;
- 8.5 words importing one gender include other genders;
- 8.6 other grammatical forms of defined words or expressions have corresponding meanings;
- 8.7 a covenant, undertaking, representation, warranty, indemnity or agreement made or given by:
 - 8.7.1 two or more parties; or
 - 8.7.2 a party comprised of two or more persons,
 is made or given and binds those parties or persons jointly and severally;
- 8.8 a reference to a statute, code or other law includes regulations and other instruments made under it and includes consolidations, amendments, re-enactments or replacements of any of them;
- 8.9 a recital, schedule, annexure or description of the parties forms part of this Agreement;
- 8.10 if an act must be done on a specified day that is not a Business Day, the act must be done instead on the next Business Day;
- 8.11 if an act required to be done under this Agreement on a specified day is done after 5.00pm on that day in the time zone in which the act is performed, it is taken to be done on the following day;
- 8.12 a party that is a trustee is bound both personally and in its capacity as trustee;

- 8.13 a reference to an authority, institution, association or body ("**original entity**") that has ceased to exist or been reconstituted, renamed or replaced or whose powers or functions have been transferred to another entity, is a reference to the entity that most closely serves the purposes or objects of the original entity;
- 8.14 headings and the provision of a table of contents are for convenience only and do not affect the interpretation of this Agreement.

EXECUTED as a deed of agreement under Division 2 of Part 9 of the Act.

THE COMMON SEAL of the MOIRA SHIRE COUNCIL was affixed hereto by authority of the Council on the 16th day of January 2015 in the presence of:



[Handwritten Signature]

 Chief Executive Officer

SIGNED SEALED AND DELIVERED by KYLE MALACHI FIELD in the presence of:

[Handwritten Signature]

[Handwritten Signature]

 Witness

SIGNED SEALED AND DELIVERED by JENNA COSETTE FIELD in the presence of:

[Handwritten Signature]

[Handwritten Signature]

 Witness

SIGNED SEALED AND DELIVERED by MATTHEW LIONEL FIELD in the presence of:

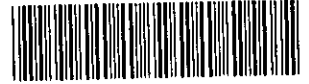
[Handwritten Signature]

[Handwritten Signature]

 Witness

AL667060S

06/02/2015 \$116.50 173



MORTGAGEE'S CONSENT

National Australia Bank Ltd as Mortgagee under Mortgage no AL304283Y which encumbers the Land consents to the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement if the Mortgagee becomes Mortgagee in possession of the Land.

NAME: Kerry McQuilter

POSITION: Agribusiness manager

DATE: 21-11-14

EXECUTED by NATIONAL AUSTRALIA BANK LIMITED
by being signed sealed and delivered in Victoria by its Attorney.

Kerry McQuilter

NAME	SIGNATURE
who holds the position of Level 3 Attorney under Power of Attorney dated 1/3/2007 (a certified copy of which is filed in Permanent Order Book No 277 Page No 025 Item 35) in the presence of	
Witness:	
NAME	SIGNATURE

AR134316E

Transfer of Land

Section 45 Transfer of Land Act 1958

Privacy Collection Statement

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

1. Land/s*Land Title*

Volume 8331 Folio 956

2. Estate and Interest

FEE SIMPLE

3. Transferor/s*Transferor 1*

Given Name/s MATTHEW LIONEL

Family Name FIELD

Transferor 2

Given Name/s KYLE MALACHI

Family Name FIELD

Transferor 3

Given Name/s JENNA COSETTE

Family Name FIELD

4. Transferee/s*Transferee 1*

Given Name/s KIRSTEN RAE

Family Name CLANCY

Transferee 2

Given Name/s BRENDEN EDMUND

Family Name CLANCY

5. Manner of Holding

JOINT PROPRIETORS

6. Address/es of Transferee/s*Address of Transferee 1*

Unit	Street No	2945
Street Name	NORTHERN	
Street Type	HIGHWAY	
Locality	HIGH CAMP	
State	VIC	Postcode 3764

Address of Transferee 2

Same as Transferee 1

7. Consideration

\$ 475,000

8. Signing

The transferor 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.

Transferor 1

Certifications

1. The Certifier has taken reasonable steps to verify the identity of the transferor.
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 MATTHEW LIONEL FIELD

Signer Name

Signer Organisation

Signer Role

Signature

Execution Date

Matthew Phillip Jones
Dawes & Vary Richardson
AUSTRALIAN LEGAL
PRACTITIONER



02/05/2018

Transfer of Land

Section 45 Transfer of Land Act 1958


Privacy Collection Statement

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Transferor 2

Certifications


- 1.The Certifier has taken reasonable steps to verify the identity of the transferor.
- 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 KYLE MALACHI FIELD
 Signer Name *Matthew Philip Jones*
 Signer Organisation *Dawson & Veary Riordan*
 Signer Role AUSTRALIAN LEGAL PRACTITIONER
 Signature 
 Execution Date *02/05/2018*

Transferor 3

Certifications

- 1.The Certifier has taken reasonable steps to verify the identity of the transferor.
- 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 JENNA COSETTE FIELD
 Signer Name *Matthew Philip Jones*
 Signer Organisation *Dawson & Veary Riordan*
 Signer Role AUSTRALIAN LEGAL PRACTITIONER
 Signature 
 Execution Date *02/05/2018*

Transfer of Land

Section 45 Transfer of Land Act 1958

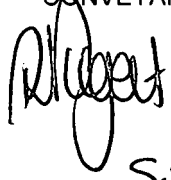
Privacy Collection Statement

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Transferee 1

Certifications

- 1.The Certifier has taken reasonable steps to verify the identity of the transferee.
- 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 KIRSTEN RAE CLANCY
 Signer Name RACHEL LEE NUGENT
 Signer Organisation SHEPPARTON CONVEYANCING SERVICES
 Signer Role LICENSED CONVEYANCER
 Signature 

Execution Date 5.3.2018

Transferee 2

Certifications

- 1.The Certifier has taken reasonable steps to verify the identity of the transferee.
- 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 BRENDEN EDMUND CLANCY
 Signer Name RACHEL LEE NUGENT
 Signer Organisation SHEPPARTON CONVEYANCING SERVICES
 Signer Role LICENSED CONVEYANCER
 Signature 

Execution Date 5.3.2018

9. Lodging Party

Customer Code P213A
 Reference ~~P205TP~~
 Gmau/CLANCY

AR134316E

Transfer of Land

Section 45 Transfer of Land Act 1958

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Duty Use Only

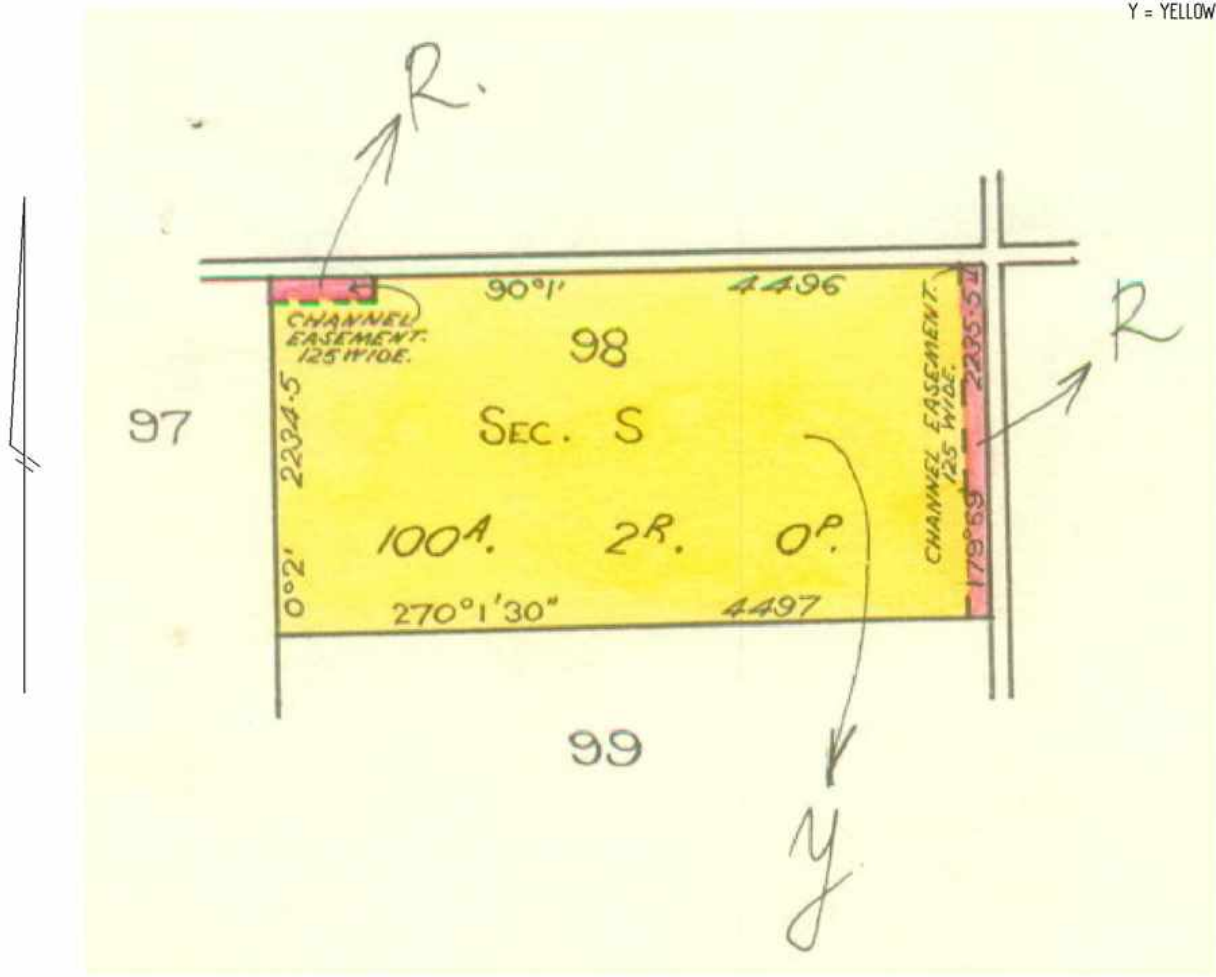
TITLE PLAN	EDITION 1	TP 273208L
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<p>Location of Land</p> <p>Parish: YARROWEYAH Township: Section: S Crown Allotment: 98 Crown Portion:</p> <p>Last Plan Reference: Derived From: VOL 8331 FOL 956 Depth Limitation: 50 FEET</p>	<p style="text-align: center;">Notations</p> <p>SUBJECT TO THE RESERVATIONS EXCEPTIONS CONDITIONS AND POWERS CONTAINED IN CROWN GRANT VOL. 8331 FOL. 956 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>Description of Land / Easement Information</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: 14/01/2000 VERIFIED: P.C.</p>
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COLOUR CODE

R = RED
 Y = YELLOW



TITLE PLAN

TP 273208L

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

All THAT PIECE OF LAND in the said State containing one hundred acres and two roods more or less being Allotment ninety-eight of Section S in the Parish of Yarroweayah County of Moira

delimited and colored yellow and red in the map in the margin hereof TOGETHER with the right to sink wells for water and to the use for all purposes of any wells and springs now or hereafter upon the said land as though this Grant had been made without any limitation as to depth PROVIDED that this Grant is made subject to—

- (a) the reservation to Us Our heirs and successors of—
 - (i) all gold silver ~~petroleum~~ uranium thorium and minerals within the meaning of the Mines Act, (hereinafter called "the reserved minerals");
 - (ii) rights of access for the purpose of searching for and obtaining the reserved minerals in any part of the said land;
 - (iii) rights for access and for pipe-lines works and other purposes necessary for obtaining and conveying on and from the said land any of the reserved minerals which is obtained in any part of the said land;
- (b) the right to resume the said land for mining purposes pursuant to section ~~166~~ ²⁰⁵ of the Land Act ~~1925~~ ¹⁹⁵⁸;
- (c) the right of any person being the holder of a miner's right or of a mining lease or mineral lease under the Mines Act ~~1925~~ ¹⁹⁵⁸ or any corresponding previous enactment to enter on the said land and to mine for gold or minerals within the meaning of that Act and to erect and occupy mining plant or machinery thereon in the same manner and under the same conditions and provisions as those under which such a person has now the right to mine for gold and silver in and upon Crown lands provided that compensation as prescribed by Part II. of that Act is paid for surface damage to be done to the said land by reason of mining thereon;
- (d) the condition that State Rivers and Water Supply Commission its servants agents and workmen shall have the right at all times hereafter to enter upon and to clear of obstructions the said land colored red and to dig out excavate and construct a water channel and waterworks for the purposes of water supply and drainage through in and upon the said land colored red in such manner and of such width depth and nature as the said Commission may deem advisable and to use the said channel and waterworks for all purposes of water supply and drainage and to repair and alter the said channel and waterworks and to deposit or place and allow to remain on or along the said land colored red or any part thereof all timber earth soil stone gravel or other substance matter or thing which may be removed or excavated in clearing the said land colored red or in the making or construction of the said water channel and waterworks or in repairing or altering it and to go pass and repass for all the purposes aforesaid either with or without vehicles plant and equipment through over and along the said land colored red.

LENGTHS ARE IN LINKS

Metres = 0.3048 x Feet
 Metres = 0.201168 x Links

Sheet 2 of 2 sheets

AR134317C

Mortgage Form version 1.5

Lodger Details

Lodger Code 1213A
 Name
 Address
 Lodger Box
 Phone
 Email
 Reference ND/LRS:GMCU/CLANCY:147072

For Office Use Only

**THE BACK OF THIS FORM
 MUST NOT BE USED**

MORTGAGE**Jurisdiction** VICTORIA**Privacy Collection Statement**

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Estate and/or interest being mortgaged

FEE SIMPLE

Land Title Reference Part Land Affected? Land Description
 8331/956

Mortgagor

Given Name(s) BRENDAN EDMUND
 Family Name CLANCY

 Given Name(s) KIRSTEN RAE
 Family Name CLANCY

Mortgagee

Name GOULBURN MURRAY CREDIT UNION CO-OPERATIVE LIMITED
 Australian Credit Licence 241364
 Address
 Street Number 91-95
 Street Name FRYERS
 Street Type STREET
 Locality SHEPPARTON
 State VIC
 Postcode 3630

The mortgagor mortgages the estate and/or interest in land specified in this mortgage to the mortgagee as security for the debt or liability described in the terms and conditions set out or referred to in this mortgage, and covenants with the mortgagee to comply with those terms and conditions.

Terms and Conditions of this Mortgage

- (a) Document Reference AA0690
 (b) Additional terms and conditions

FURTHER PROVISIONS

1. The Mortgagor is a member of the Mortgagee.

2. It is a requirement of a Credit Contract or Credit Contracts already entered into or about to be entered into between the Mortgagee that the Mortgagor give to the Mortgagee this Mortgage to secure repayment of the moneys payable by the Mortgagor to the Mortgagee under the Credit Contract or Credit Contracts.

3. The definition of "credit legislation" in clause 50.1 of Memorandum of Common Provisions AA690 (herein after referred to as "MCP AA690") shall be deemed to be deleted from MCP AA690 and the following definition of "credit legislation" be inserted in its stead:

(g) "credit legislation" means any applicable credit legislation including but not limited to the National Consumer Credit Protection Act 2009 (including the National Credit Code contained therein) and the Regulations made thereunder.

4. The reference in clauses 33.3, 35.1, 38.1, 41.1 and 41.7 of MCP AA690 to "sections 80(2) and 85 of the Consumer Credit Code" shall be deemed to be a reference to "... sections 88 and 93 of the National Credit Code".

5. The reference in clause 26.1 of MCP AA690 to "section 47 of the Consumer Credit Code" shall be deemed to be a reference to "... section 51 of the National Credit Code".

6. The reference in clause 50.1(f) to the "Consumer Credit Code" shall be deemed to be a reference to the "National Credit Code".

Mortgagee Execution

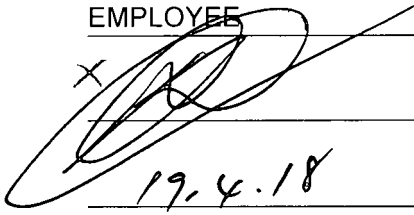
1. The Certifier has retained the evidence supporting this Registry Instrument or Document.
2. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.
3. The Certifier, or the Certifier is reasonably satisfied that the mortgagee it represents,;
 - (a) has taken reasonable steps to verify the identity of the mortgagor; and
 - (b) holds a mortgage granted by the mortgagor on the same terms as this Registry Instrument or Document.

Executed on behalf of GOULBURN MURRAY CREDIT
 UNION CO-OPERATIVE LIMITED

Signer Name → D P DRUMMOND
 GOULBURN MURRAY CREDIT

Signer Organisation UNION CO-OPERATIVE LIMITED

Signer Role EMPLOYEE

Signature 

Execution Date 19.4.18



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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Produced 15/10/2020 04:10:48 PM

Status	Registered	Dealing Number	AT432421D
Date and Time Lodged	16/07/2020 11:26:23 AM		

Lodger Details

Lodger Code	19537W
Name	JURISBRIDGE LEGAL
Address	
Lodger Box	
Phone	
Email	
Reference	186153 Yarroweyah

CAVEAT

Jurisdiction	VICTORIA
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Privacy Collection Statement

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Land Title Reference

8331/956

Caveator

Name	GREENTECH 2 PTY LTD
ACN	631495022

Grounds of claim

Option to lease with the following Parties and Date.

Parties

The Registered Proprietor(s)

Date

22/03/2019

Estate or Interest claimed

Executory or Contingent Interest

Prohibition

Unless I/we consent in writing

Name and Address for Service of Notice

Scarlett Yang



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Address

Floor Type	LEVEL
Floor Number	46
Street Number	680
Street Name	GEORGE
Street Type	STREET
Locality	SYDNEY
State	NSW
Postcode	2000

The caveator claims the estate or interest specified in the land described on the grounds set out. This caveat forbids the registration of any instrument affecting the estate or interest to the extent specified.

Execution

1. 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.
2. The Certifier has retained the evidence supporting this Registry Instrument or Document.
3. The Certifier has taken reasonable steps to verify the identity of the caveator or his, her or its administrator or attorney.

Executed on behalf of	GREENTECH 2 PTY LTD
Signer Name	DEREK XU
Signer Organisation	JURISBRIDGE LEGAL
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	16 JULY 2020

File Notes:

NIL

This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.

Statement End.