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ADVERTISED PLAN

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

VOLUME 12172 FOLIO 148 Security no : 124134061010P
Produced 24/04/2026 09:28 AM

LAND DESCRIPTION

Lot 102 on Registered Plan of Strata Subdivision 027953L.
PARENT TITLES :
Volume 10492 Folio 684 Volume 10949 Folio 415
Created by instrument SP027953L/D11 09/12/2019

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REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
NORTHCOTE PRECINCT LANDCO PTY LTD of "SOUTH" LEVEL 2 161 COLLINS STREET MELBOURNE VIC 3000
AV084237Q 01/12/2021

ENCUMBRANCES, CAVEATS AND NOTICES

---

1. MORTGAGE BA339141K 23/04/2026
   NATIONAL AUSTRALIA BANK LTD

2. MORTGAGE AZ978536L 23/12/2025
   GREENHILLS INVESTMENTS CAPITAL PTY LTD

VARIATION OF PRIORITY BA340395T 23/04/2026

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 or Section 12 Strata Titles Act 1967 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

AGREEMENT as to part Section 52A Town and Country Planning Act 1961
N213280W 24/12/1987

AGREEMENT Section 173 Planning and Environment Act 1987
AX478324H 23/11/2023

AGREEMENT Section 173 Planning and Environment Act 1987
AZ904630M 09/12/2025

DIAGRAM LOCATION

SEE SP027953L FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AZ978535N (E)	DISCHARGE OF MORTGAGE	Registered	23/12/2025
AZ978536L (E)	MORTGAGE	Registered	23/12/2025
AZ980046R (E)	TRANSFER CONTROL FROM REG	Completed	24/12/2025
BA339140M (E)	DISCHARGE OF MORTGAGE	Registered	23/04/2026
BA339141K (E)	MORTGAGE	Registered	23/04/2026
BA339827X (E)	TRANSFER CONTROL FROM REG	Completed	23/04/2026
BA340395T (E)	VARIATION OF PRIORITY	Registered	23/04/2026

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

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

Street Address: UNIT 18 25 SEPARATION STREET NORTHCOTE VIC 3070

ADMINISTRATIVE NOTICES

NIL

eCT Control 19436D MALLESONS
Effective from 23/04/2026

OWNERS CORPORATIONS

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OWNERS CORPORATION PLAN NO. SP027953L

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

VOLUME 10568 FOLIO 811 Security no : 124138604523N
Produced 15/09/2026 12:39 PM

LAND DESCRIPTION

Lot 79 on Registered Plan of Strata Subdivision 027953L.
PARENT TITLES :
Volume 09803 Folio 877 Volume 10490 Folio 316
Created by instrument X281198J 20/02/2001

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
OWNERS CORPORATION PLAN NO. SP027953L of 516 CHURCH STREET RICHMOND VIC 3121
AD013280W 29/07/2004

ENCUMBRANCES, CAVEATS AND NOTICES

CAVEAT as to part AG417834A 24/03/2009
Caveator
CITIPOWER PTY
Grounds of Claim
LEASE WITH THE FOLLOWING PARTIES AND DATE.
Parties
THE REGISTERED PROPRIETOR(S), AND TYNAN NOMINEES PTY LTD
Date
17/03/2009
Estate or Interest
LEASEHOLD ESTATE
Prohibition
ANY INSTRUMENT THAT AFFECTS MY/OUR INTEREST
Lodged by
CITIPOWER PTY LTD
Notices to
CITIPOWER PTY COMPANY SECRETARY of LEVEL 8 40 MARKET STREET MELBOURNE VIC 3000

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 or Section 12 Strata Titles Act 1967 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

AGREEMENT Section 52A Town and Country Planning Act 1961
N213280W 24/12/1987

DIAGRAM LOCATION

SEE SP027953L 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: UNIT 6 25 SEPARATION STREET NORTHCOTE VIC 3070

OWNERS CORPORATIONS

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OWNERS CORPORATION PLAN NO. SP027953L

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

VOLUME 12172 FOLIO 112 Security no : 124134060993H
Produced 24/04/2026 09:28 AM

LAND DESCRIPTION

Lot 100 on Registered Plan of Strata Subdivision 027953L.
PARENT TITLES :
Volume 10490 Folio 315 Volume 10949 Folio 415
Created by instrument SP027953L/D9 09/12/2019

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
NORTHCOTE PRECINCT LANDCO PTY LTD of "SOUTH" LEVEL 2 161 COLLINS STREET MELBOURNE VIC 3000
AV084226V 01/12/2021

ENCUMBRANCES, CAVEATS AND NOTICES

1. MORTGAGE BA339141K 23/04/2026
   NATIONAL AUSTRALIA BANK LTD

2. MORTGAGE AZ978536L 23/12/2025
   GREENHILLS INVESTMENTS CAPITAL PTY LTD

VARIATION OF PRIORITY BA340395T 23/04/2026

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 or Section 12 Strata Titles Act 1967 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

AGREEMENT as to part Section 52A Town and Country Planning Act 1961
N213280W 24/12/1987

AGREEMENT Section 173 Planning and Environment Act 1987
AX478324H 23/11/2023

AGREEMENT Section 173 Planning and Environment Act 1987
AZ904630M 09/12/2025

DIAGRAM LOCATION

SEE SP027953L FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AZ978535N (E)	DISCHARGE OF MORTGAGE	Registered	23/12/2025
AZ978536L (E)	MORTGAGE	Registered	23/12/2025
AZ979212J (E)	TRANSFER CONTROL FROM REG	Completed	24/12/2025
BA339140M (E)	DISCHARGE OF MORTGAGE	Registered	23/04/2026
BA339141K (E)	MORTGAGE	Registered	23/04/2026
BA339827X (E)	TRANSFER CONTROL FROM REG	Completed	23/04/2026
BA340395T (E)	VARIATION OF PRIORITY	Registered	23/04/2026

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

Street Address: UNIT 33 25 SEPARATION STREET NORTHCOTE VIC 3070

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ADMINISTRATIVE NOTICES

NIL

eCT Control 19436D MALLESONS
Effective from 23/04/2026

OWNERS CORPORATIONS

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

VOLUME 12172 FOLIO 117 Security no : 124134061001Y
Produced 24/04/2026 09:28 AM

LAND DESCRIPTION

Lot 101 on Registered Plan of Strata Subdivision 027953L.
PARENT TITLES :
Volume 10490 Folio 290 Volume 10949 Folio 415
Created by instrument SP027953L/D10 09/12/2019

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
NORTHCOTE PRECINCT LANDCO PTY LTD of "SOUTH" LEVEL 2 161 COLLINS STREET MELBOURNE VIC 3000
AV084237Q 01/12/2021

ENCUMBRANCES, CAVEATS AND NOTICES

1. MORTGAGE BA339141K 23/04/2026
   NATIONAL AUSTRALIA BANK LTD

2. MORTGAGE AZ978536L 23/12/2025
   GREENHILLS INVESTMENTS CAPITAL PTY LTD

VARIATION OF PRIORITY BA340395T 23/04/2026

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 or Section 12 Strata Titles Act 1967 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

AGREEMENT as to part Section 52A Town and Country Planning Act 1961
N213280W 24/12/1987

AGREEMENT Section 173 Planning and Environment Act 1987
AX478324H 23/11/2023

AGREEMENT Section 173 Planning and Environment Act 1987
AZ904630M 09/12/2025

DIAGRAM LOCATION

SEE SP027953L FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AZ978535N (E)	DISCHARGE OF MORTGAGE	Registered	23/12/2025
AZ978536L (E)	MORTGAGE	Registered	23/12/2025
AZ980046R (E)	TRANSFER CONTROL FROM REG	Completed	24/12/2025
BA339140M (E)	DISCHARGE OF MORTGAGE	Registered	23/04/2026
BA339141K (E)	MORTGAGE	Registered	23/04/2026
BA339827X (E)	TRANSFER CONTROL FROM REG	Completed	23/04/2026
BA340395T (E)	VARIATION OF PRIORITY	Registered	23/04/2026

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

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

Street Address: UNIT 50 25 SEPARATION STREET NORTHCOTE VIC 3070

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ADMINISTRATIVE NOTICES

NIL

eCT Control 19436D MALLESONS
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OWNERS CORPORATIONS

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Number of Pages (excluding this cover sheet)	**28**
Document Assembled	**15/09/2026 12:04**

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7637

MALLESONS STEPHEN JAQUES
1177 B

FEE AMENDED
H.J. Nugara
Assistant Registrar of Titles

RECD

241287 1338 4TCP $42 N213280W

~~241287 1338 4TCP N213280W~~

MALLESONS STEPHEN JAQUES

Agreement VICTORIA

APPLICATION TO HAVE AGREEMENT PURSUANT TO SECTION 52A
TOWN AND COUNTRY PLANNING ACT 1961 REGISTERED

Section 52B Town and Country Planning Act 1961

To: The Registrar of Titles

DN213280W-1-2

THE MAYOR COUNCILLORS AND CITIZENS OF THE CITY OF NORTHCOTE HEREBY APPLY to have the Agreement ("the Agreement") dated 24th December, 1987 and MSJ made between The Mayor Councillors and Citizens of the City of Northcote of the first part, Northcote Central Pty. Ltd. and Linview Nominees Pty. Ltd. of the second part and Tynan Nominees Pty. Ltd. of the third part pursuant to Section 52A of the Town and Country Planning Act 1961 a copy of which Agreement is annexed hereto and marked with the letter "A" registered with respect to the whole of the land more particularly described in Certificates of Title Volume 8885 Folio 308, Volume 8215 Folio 560, Volume 8215 Folio 561 and Volume 9504 Folio 173 and with respect to the land shown as Lot 2 on the Plan marked "B" annexed to the Agreement being the balance of the land remaining untransferred in Certificate of Title Volume 6072 Folio 271.

Can (land (lem) no ... (wh) c/t Vol 9803 Folios 840 to 881 inc.

Dated this 24th day of DECEMBER 1987

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

OFFICE OF TITLES L.K.B. VICTORIA

Mallesons Stephen Jaques
Solicitors and Agents for

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"A"

DATED 24th DECEMBER N213280W 1987

THE MAYOR COUNCILLORS AND CITIZENS OF THE CITY OF NORTHCOTE

first part

NORTHCOTE CENTRAL PTY. LTD. and
LINVIEW NOMINEES PTY. LTD.

second part

AND

TYNAN NOMINEES PTY. LTD.

third part

DEED OF AGREEMENT

MALLESONS STEPHEN JAQUES
Solicitors
Level 28, North Tower
Rialto
525 Collins Street
MELBOURNE, VIC. 3000

Tel: 619 0619
Ref: Mr.R. Gerkens:AWE
RJG1279A

DN213280W-2-0

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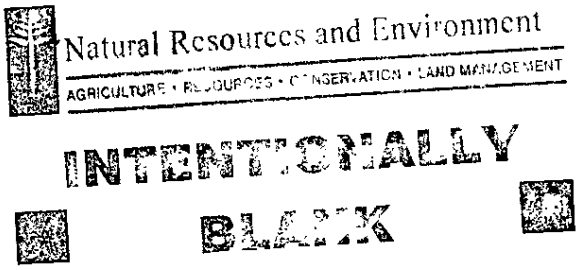

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48 $10 $10

THIS DEED OF AGREEMENT is made the 24th day of DECEMBER 1987

BETWEEN :

THE MAYOR COUNCILLORS AND CITIZENS OF THE CITY OF NORTHCOTE of City Offices, 189 High Street, Northcote, Victoria ("the Corporation")

first part

NORTHCOTE CENTRAL PTY. LTD. ("Northcote Central") and **LINVIEW NOMINEES PTY. LTD.** ("Linview") both of 619 Chapel Street, South Yarra, Victoria

second part

AND

TYNAN NOMINEES PTY. LIMITED previously of 16th Floor, 10 Queens Road, Melbourne, Victoria but now of Suite 302, 620 St. Kilda Road, Melbourne, Victoria ("Tynan")

third part

STAMP DUTY VICTORIA
1111TRANSFER100455 S.D.V. 48 24DEC87
$10.00

WHEREAS :-

A. The Corporation is and at all material times has been the Responsible Authority with respect to the administration and enforcement of the Melbourne Metropolitan Planning Scheme ("MMPS") in respect of the land described in Recitals B, C and D hereof to the extent that the Minister for Planning and Environment has or may be deemed to have delegated his powers, authorities and responsibilities under the MMPS.

B. Tynan is registered or entitled to be registered as proprietor of an estate in fee simple in that part of the land more particularly described in Certificate of Title Volume 9504 Folio 173 shown marked E - 1 on the Plan marked "A" annexed ("Tynan's Land").

C. Northcote Central is registered or entitled to be registered as proprietor of an estate in fee simple in the whole of the land shown as Lot 2 of the Plan annexed hereto and marked "B", being the balance of the land remaining untransferred in Certificate of Title Volume 6072 Folio 271 ("Northcote Central's Land").

DN213280W-3-7

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D. Linview is registered or entitled to be registered as proprietor of an estate in fee simple in the whole of the land more particularly described in Certificates of Title Volume 8885 Folio 308 and Volume 8215 Folios 560 and 561("Linview's Land").

E. In order to facilitate the proper use and future development of Tynan's Land, Northcote Central's Land and Linview's Land Tynan has agreed with Northcote Central and Linview to grant an easement ("the easement" references to which hereinafter shall be deemed to include reference to the Instrument under which it is created) over Tynan's Land in favour of Northcote Central and Linview in the form of the Instrument of Creation of Easement annexed hereto and marked "C".

F. The negotiations for the easement were commenced by Tynan, Northcote Central and Linview at the suggestion of the Corporation and, as the means of access to Northcote Central's Land under the easement is relevant to a Planning Permit application lodged by Northcote Central and Linview, the Corporation has required that Northcote Central and Linview enter into this Agreement and procure that Tynan enters into this Agreement under Section 52A of the Town and Country Planning Act 1961.

NOW THIS AGREEMENT WITNESSES and it is hereby declared and agreed as follows:-

1. **REGISTRATION OF THE EASEMENT**

(1) Tynan, Northcote Central and Linview mutually and respectively covenant in favour of the Corporation to execute such documents and do such acts and things as may be necessary to ensure that the Registrar of Titles registers the easement and notes the easement as an encumbrance on the title or titles in respect of the Tynan's Land and any land in the same title or titles including but not limited to obtaining any additional survey plans, satisfying any requisitions issued by the Registrar of Titles, endorsing the easement or arranging for any other necessary party to endorse the easement with any necessary order or orders and procuring the consent of any other parties required in order to ensure that the easement is registered and noted as an encumbrance on the title or titles to the Servient Land

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and has priority over all other interests of any nature whatsoever held by any other person or persons in the Servient Land.

(2) Tynan covenants in favour of the Corporation, Northcote Central and Linview to make or cause to be made available the duplicate Certificate of Title in respect of Tynan's Land at the Office of Titles to enable the easement to be registered.

(3) Northcote Central and Linview mutually and respectively covenant in favour of the Corporation and Tynan to make or cause to be made available the duplicate Certificates of Title in respect of Northcote Central's Land and Linview's Land at the Ofice of Titles to enable the easement to be registered.

2. **RESTRICTION ON SURRENDER OF THE EASEMENT**

(1) Tynan, Northcote Central and Linview mutually and respectively covenant in favour of the Corporation that they will not surrender release or discharge or agree to surrender release or discharge or otherwise take any steps to extinguish the easement without the prior written consent of the Corporation.

(2) Tynan, Northcote Central and Linview mutually, respectively and irrevocably acknowledge and agree that any purported surrender, release, discharge or extinguishment of the easement without the prior written consent of the Corporation will be void and ineffective and the easement shall continue to benefit Northcote Central's Land and Linview's Land and bind Tynan's Land until the Corporation consents in writing to its surrender, release, discharge or extinguishment.

(3) Tynan, Northcote Central and Linview mutually and respectively covenant in favour of the Corporation that if any one or more of them acquires a fee simple estate in possession in both Northcote Central's Land and Linview's Land or any part or parts thereof and Tynan's Land or any part or parts thereof they will not sell, assign, transfer, grant any option over or dispose of any interest whatsoever in the same or any part or parts thereof without ensuring that, in a case where Tynan's Land is dealt with, the person or persons acquiring an interest in Tynan's Land do so with the burden of an easement on the same terms as the easement and that, in a case where Northcote Central's Land and/or Linview's Land is dealt

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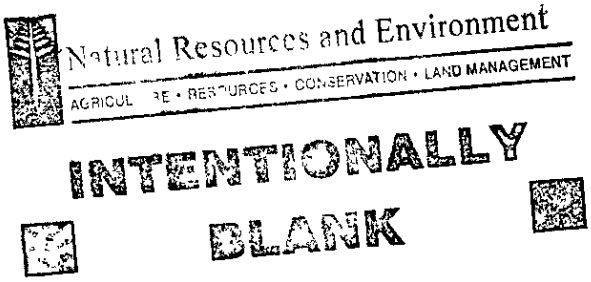

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with, the person or persons acquiring an interest therein do so with the benefit of an easement over Tynan's Land on the same terms as the easement.

3. **MAINTENANCE OF SURFACE**

(1) Tynan, Northcote Central and Linview shall be responsible for the cost of maintaining the bituminized surface of Tynan's Land in proportion to the percentage which the Gross Leaseable Floor Area of the buildings on their respective properties as described in Recitals B, C and D bears to the total Gross Leaseable Floor Area of all buildings on the three properties from time to time.

(2) Tynan, Northcote Central and Linview agree that in the event of any dispute arising as to the proportion of maintenance costs for which they are respectively responsible any one or more of them may refer the matter to the Corporation for a determination and the determination of the Corporation or any person nominated by the Corporation (who shall carry out any necessary investigation at the joint cost and expense in all things of Tynan, Northcote Central and Linview) shall, except in the case of manifest error, be final and binding on the parties.

(3) Tynan, Northcote Central and Linview mutually and respectively covenant in favour of the Corporation to ensure that the bituminized surface of the Servient Land is maintained in good repair and condition from the date hereof until this Agreement is released.

4. **WAIVER**

(1) Any waiver of any provision or condition of this Agreement must be in writing and is effective only to the extent in such writing specifically set forth.

(2) A waiver by any party of a breach of another party of any covenant obligation or provision in this Agreement contained or implied shall not operate as a waiver of another or continuing breach of the same or of any other covenant obligation or provision in this Agreement contained or implied.

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5. **MORATORIUM**

To the fullest extent to which it may from time to time be lawful so do the provisions of all statutes (including moratorium statutes) whether now existing or hereafter to come into force and operating directly or indirectly-

(a) to lessen or otherwise modify or vary or affect in favour of any party the obligations of that party; or

(b) to stay, postpone or otherwise prevent or prejudicially affect the exercise by a party of all or any of the rights, powers and remedies conferred on the party by this Agreement are hereby expressly negatived and excluded from this Agreement.

6. **GOVERNING LAW**

This Agreement takes effect, is governed by and shall be construed in accordance with the laws from time to time in force in the State of Victoria.

7. **INTERPRETATION**

In this Agreement unless the contrary intention appears:-

"Writing" includes typewriting, printing, lithography, photography and other modes of representing and reproducing words in a visible form and "written" has a corresponding meaning;

Words importing the singular include the plural and vice versa and words importing the masculine include the feminine and neuter;

A reference to any Act of Parliament or section thereof or schedule thereto shall be read as if the words "or any statutory modification or re-enactment thereof or substitution therefor" were added to the reference; and

Where a word or phrase is given a particular meaning, other parts of speech or grammatical forms of that word or phrase have corresponding meanings.

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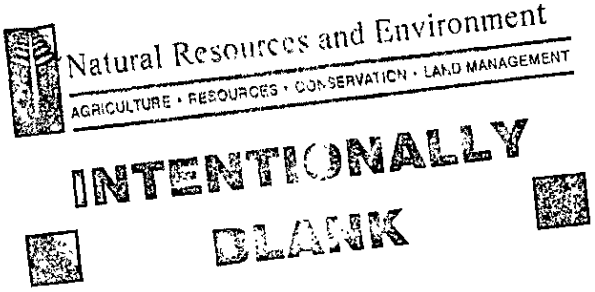

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8. **FURTHER ASSURANCES**

Tynan, Northcote Central and Linview mutually and respectively covenant in favour of the Corporation that they will from time to time and at all times after the date of this Agreement, at their own cost on the request of the Corporation, execute all such instruments and do such further acts and things as the Corporation requires in order to give effect to the covenants agreements and obligations of Tynan, Northcote Central and Linview under this Agreement and to ensure that the Registrar of Titles enters a memorandum of this Agreement on the Certificate or Certificates of Title in respect of Tynan's Land, Northcote Central's Land and Linview's Land pursuant to Section 52A of the Town and Country Planning Act 1961.

9. **EFFECT OF THIS AGREEMENT**

This Agreement is made pursuant to Section 52A of the Town and Country Planning Act 1961 and Tynan, Northcote Central and Linview mutually and respectively acknowledge and agree that the obligations imposed on them hereunder are intended to take effect as covenants which shall be annexed to and run at law and in equity with Tynan's Land, Northcote Central's Land and Linview's Land respectively and bind Tynan, Northcote Central and Linview and their respective successors, assigns and transferees, the registered proprietor or proprietors for the time being of Tynan's Land, Northcote Central's Land and Linview's Land respectively and each and every part or parts thereof.

10. **HEADINGS**

The headings to this Agreement are inserted for ease of reference only and do not affect the interpretation of this Agreement.

11. **STAMP DUTIES**

(1) Tynan covenants in favour of the Corporation to pay, discharge or reimburse the Corporation one half of the Corporation's legal costs and disbursements (on a solicitor own client basis) of and incidental to the preparation, negotiation, execution, stamping and registration of this Agreement, the easement and any other associated documentation and Tynan further covenants to pay one half of all stamp duty (if any) payable on such documents.

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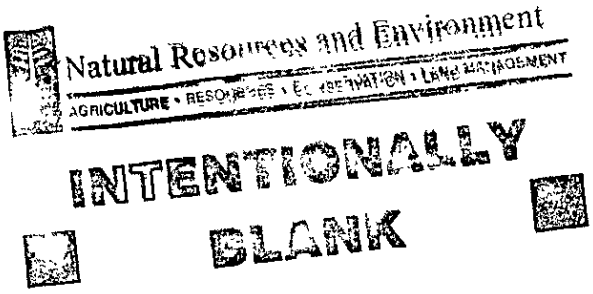

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(2) Northcote Central and Linview covenant in favour of the Corporation to pay, discharge or reimburse the Corporation one half of the Corporation's legal costs and disbursements (on a solicitor own client basis) of and in relation to the preparation, negotiation, execution, stamping and registration of this Agreement, the easement and any other associated documentation and Northcote Central and Linview further covenant to pay one half of all stamp duty (if any) payable on such documents.

12. **JOINT AND SEVERAL OBLIGATIONS**

The covenants agreements and obligations on the part of Northcote Central and Linview herein contained have effect as joint and several obligations so as to bind their respective successors and assigns.

13. **WARRANTY BY TYNAN**

Tynan warrants and represents to the Corporation, Northcote Central and Linview that at the date hereof Tynan's Land is unencumbered by any charge mortgage lease or other interest whether legal or beneficial of any kind whatsoever in favour of any person and Tynan covenants not to grant or dispose of any interest in Tynan's Land prior to registration of the easement and this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this instrument as a deed the day and year first hereinbefore written.

THE COMMON SEAL of **THE MAYOR COUNCILLORS AND CITIZENS OF THE CITY OF NORTHCOTE** was hereunto affixed in the presence of :)

Mayor

Councillor

Chief Executive Officer

DN213280W-9-1

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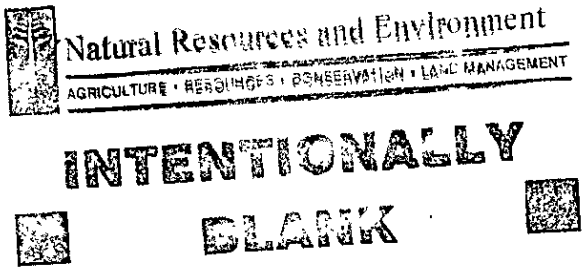



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THE COMMON SEAL of **NORTHCOTE CENTRAL PTY. LTD.** was hereunto affixed in accordance with its Articles of Association in the presence of :

NORTHCOTE CENTRAL PTY. LTD. THE COMMON SEAL OF

Director

Secretary

THE COMMON SEAL of **LINVIEW NOMINEES PTY. LTD.** was hereunto affixed in accordance with its Articles of Association in the presence of :

LINVIEW NOMINEES PTY. LTD. THE COMMON SEAL OF

Director

Secretary

THE COMMON SEAL of **TYNAN NOMINEES PTY. LTD.** was hereunto affixed in accordance with its Articles of Association in the presence of:

TYNAN NOMINEES PTY. LTD. THE COMMON SEAL OF

Director

~~Secretary~~ Director

RJG1279A

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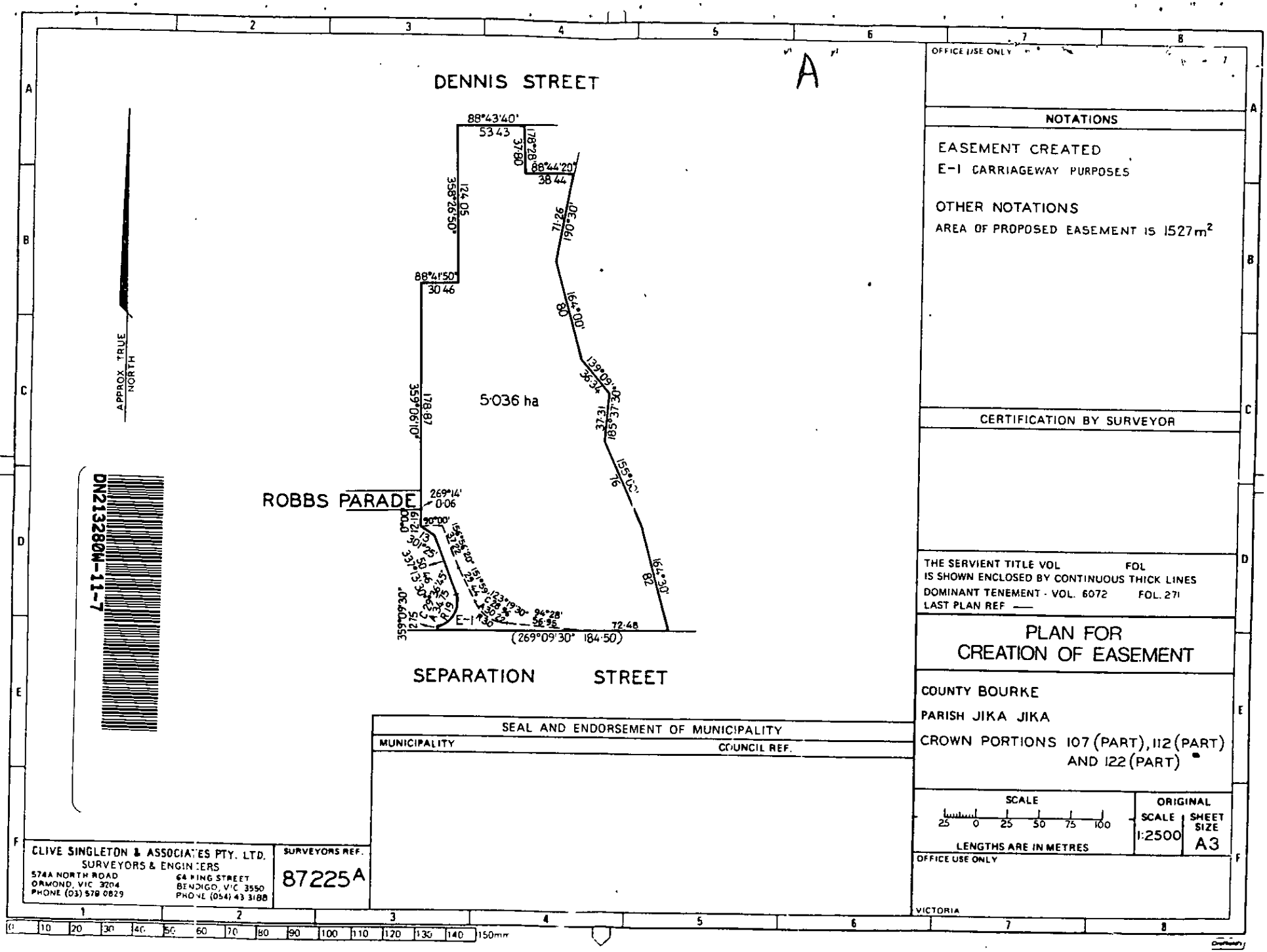

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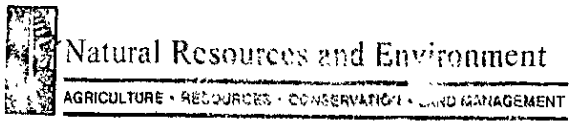

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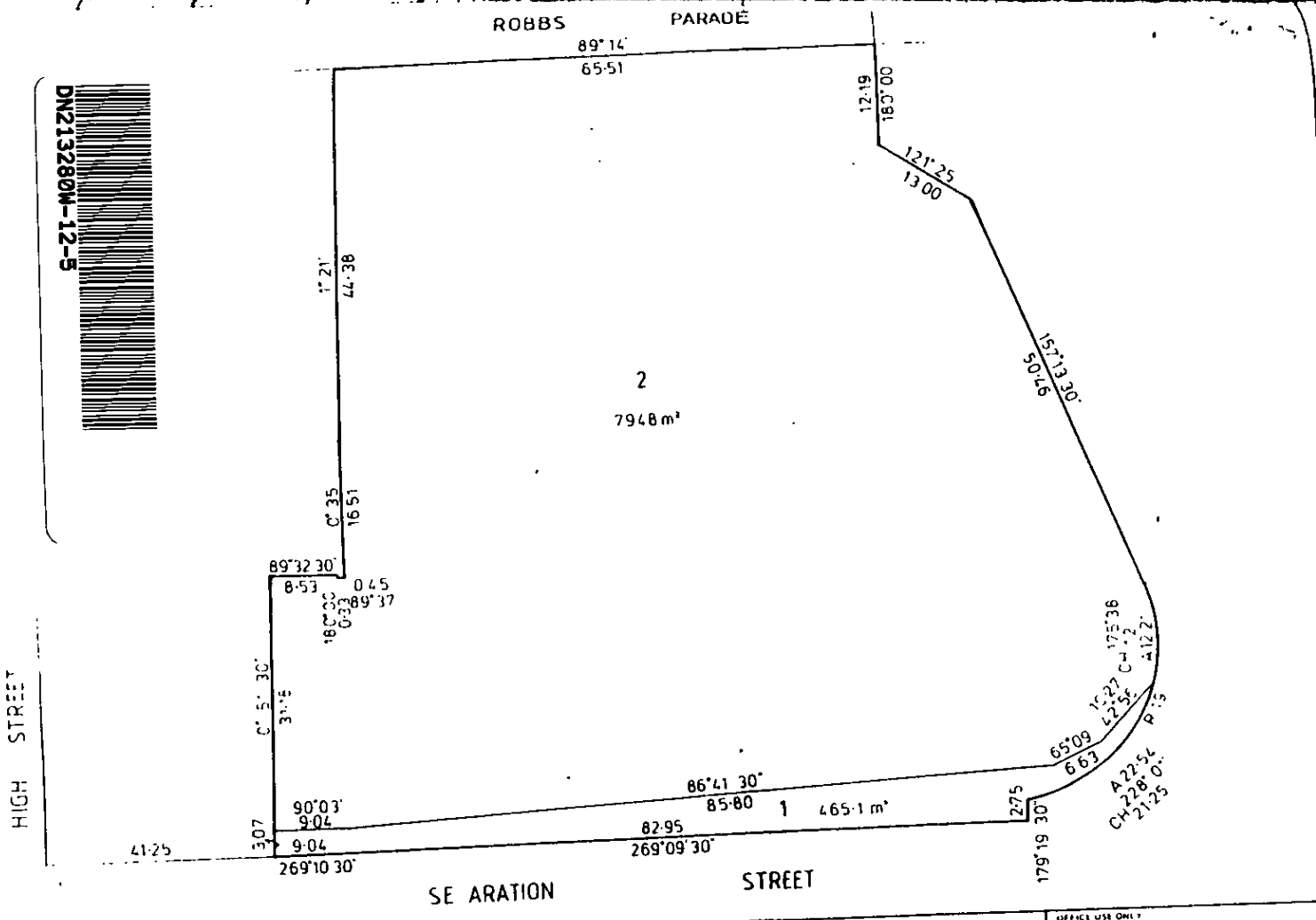

NOTATIONS

LAND SUBJECT TO EASEMENT

TO BE COMPLETED WHERE APPLICABLE
THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARK NOS
IN PROCLAIMED SURVEY AREA NO

THE LAND TO BE SUBDIVIDED IS SHOWN ENCLOSED BY THICK LINES
TITLE REF VOL 4013 FOL 131
LAST PLAN REF

PLAN OF SUBDIVISION

COUNTY BOURKE
PARISH JIKA JIKA
CROWN PORTION 10 (PART)

NUMBER OF SHEETS IN PLAN
NUMBER OF THIS SHEET

SCALE 4 0 5 10 20
LENGTHS ARE IN METRES

CHECK SCALE 1:400

OFFICE USE ONLY

LP

VICTORIA

CERTIFICATION BY SURVEYOR

GEOFFREY BERRY of 1 EDWARD STREET BRUNSWICK certify that this plan has been prepared from a survey made under my immediate direction and supervision in accordance with the Surveyors Act 1978 and completed on 18TH SEPTEMBER 1986 and that this plan is accurate and correctly represents the adopted boundaries and the classification of the survey is C3
Date 19TH SEPTEMBER 1986

Licensed Surveyor, Surveyors Act 1978

AMENDMENT

DEMASE BERRY & CO PTY LTD
7 EDWARD STREET
BRUNSWICK 3056 387 7577

SURVEYORS REF S3127

CERTIFICATE OF MUNICIPAL CLERK

MUNICIPALITY COUNCIL REF

CERTIFICATE A
THIS PLAN ACCORDS WITH A PLAN
- SEALED BY THE COUNCIL UNDER SECTION 5698 OF THE LOCAL GOVERNMENT ACT 1958 ON
- CONFIRMED BY THE PLANNING APPEALS BOARD ON
- AND A REQUIREMENT/NO REQUIREMENT PURSUANT TO SECTION 5698 OF THE LOCAL GOVERNMENT ACT 1958 HAS BEEN MADE

DATE MUNICIPAL CLERK

CERTIFICATE B
THIS PLAN ACCORDS WITH A PLAN EXEMPTED FROM SUBDIVISION (3) OF DIVISION (9) OF PART XIX OF THE LOCAL GOVERNMENT ACT 1958 BY
- THE COUNCIL ON
- THE PLANNING APPEALS BOARD ON

DATE MUNICIPAL CLERK

OFFICE USE ONLY

PLAN APPROVED
AT
ON

(ASSISTANT) REGISTRAR OF TITLES

2 3 4 5 6 7 8

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"C"

MALLESONS STEPHEN JAQUES

VICTORIA

CREATION OF EASEMENT

Sub-section 45(1) Transfer of Land Act 1958

The Grantor being registered as the proprietor of an estate in fee simple in the Servient Land subject to the encumbrances affecting the Servient Land including any created by dealings lodged for registration prior to the lodging of this instrument for the consideration expressed transfers and grants to the Grantees and their respective transferees the registered proprietor or proprietors for the time being of the Dominant Land or any part or parts thereof the Easement specified.

Grantor:	TYNAN NOMINEES PTY. LIMITED of 16th Floor, 10 Queens Road, Melbourne, Victoria
Servient Land:	That part of the land more particularly described in Certificate of Title Volume 9504 Folio 173 shown marked E – 1 on the plan marked "A" annexed.
Consideration:	$10.00
Grantees:	NORTHCOTE CENTRAL PTY. LTD. and LINVIEW NOMINEES PTY. LTD. both of 619 Chapel Street, South Yarra, Victoria
Dominant Land:	The whole of the land more particularly described in Certificates of Title Volume 8885 Folio 308, Volume 8215 Folio 560 and Volume 8215 Folio 561 and the land shown as Lot 2 on the Plan marked "B" annexed being the balance of the land remaining untransferred in Certificate of Title Volume 6072 folio 271.
Easement:	The full and free right and liberty to the Grantees and their respective transferees the registered proprietor or proprietors for the time being of the Dominant Land or any part or parts thereof and their respective invitees licensees and visitors including all persons wishing to transact business on the Dominant Land to go pass and re-pass at all times hereafter and for all purposes except the loading and unloading of trucks supplying or taking away merchandise or other material relating to the business carried on upon the Dominant Land but not excepting customers attending any retail premises on the Dominant Land and taking away merchandise purchased at such premises and either on foot or with or without motor vehicles into and out of and from the Dominant Land or any part or parts thereof through over and along the Servient Land or any part or parts thereof.

DATED the day of 198

THE COMMON SEAL of TYNAN NOMINEES PTY. LTD. was hereunto affixed in accordance with its Articles of Association in the presence of:)

DN213280W-13-3

Director Secretary

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THE COMMON SEAL of NORTHCOTE CENTRAL PTY. LTD. was hereunto affixed in accordance with its Articles of Association in the presence of:)

Director

Secretary

THE COMMON SEAL of LINVIEW NOMINEES PTY. LTD. was hereunto affixed in accordance with its Articles of Association in the presence of:)

Director

Secretary

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Department of Transport and Planning

Electronic Instrument Statement

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The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

Produced 15/09/2026 12:04:33 PM

Status	Registered	Dealing Number	AX478324H
Date and Time Lodged	23/11/2023 11:57:00 AM		

Lodger Details

Lodger Code	17223H
Name	MADDOCKS
Address	
Lodger Box	
Phone	
Email	
Reference	MYM:S173: 9249220

APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction VICTORIA

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.

Estate and/or Interest
FEE SIMPLE

Land Title Reference
12172/112
12172/117
12172/148

Instrument and/or legislation
RECORD - AGREEMENT - SECTION 173
Planning & Environment Act - section 173

Applicant(s)

Name	DAREBIN CITY COUNCIL
Address	
Street Number	274
Street Name	GOWER
Street Type	STREET
Locality	PRESTON
State	VIC

Reference :MYM:S173: 9249220
Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

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Department of Transport and Planning

Electronic Instrument Statement

Postcode 3072

Additional Details
Refer Image Instrument

The applicant requests the recording of this Instrument in the Register.

Execution

1. The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Executed on behalf of	DAREBIN CITY COUNCIL
Signer Name	REBEKAH PARIKH
Signer Organisation	PARTNERS OF MADDOCKS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	23 NOVEMBER 2023

File Notes:
NIL

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

Statement End.

Reference :MYM:S173: 9249220
Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	**Instrument**
Document Identification	**AX478324H**
Number of Pages (excluding this cover sheet)	**13**
Document Assembled	**15/09/2026 12:04**

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TISHER LINER FC LAW

Section 173 Agreement

Council: Darebin City Council
Owner: Northcote Precinct Landco Pty Ltd (ACN 649 167 724)
Land: 25 Separation Street, Northcote Victoria 3070
Ref: JT:NS:230639

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Section 173 Agreement

THIS AGREEMENT is dated 31/8/2023 and is entered into under Section 173 of the *Planning and Environment Act 1987* (**Act**)

BETWEEN:

DAREBIN CITY COUNCIL
of 274 Gower Street, Preston in the State of Victoria

("**Council**")

AND:

NORTHCOTE PRECINCT LANDCO PTY LTD (ACN 649 167 724)
of Level 6, 189 Flinders Lane, Melbourne Victoria 3000

("**Owner**")

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RECITALS

A. Council is the responsible authority for the administration and enforcement of the Planning Scheme under the provisions of the Act.

B. The Owner is or is entitled to be the registered proprietor of an estate in fee simple of the Land.

C. As at the date of this Agreement, the Land is subject to registered mortgages no. AV084227T and AV084238N in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.

D. On 26 August 2022, Council issued the Planning Permit requiring the Owner to enter into this Agreement providing for the matters set out in Condition 2(b) of the Planning Permit.

E. Condition 2(b) of the Planning Permit provides as follows:

2. Before the Plan of Subdivision is certified under the Subdivision Act 1988, the owner of the land must either:

(a) complete the development of all the land in the subdivision to frame stage in accordance with Planning Permit No. D/474/2020 issued on 18 May 2022 to the satisfaction of the Responsible Authority; or

(b) enter into an agreement with the Responsible Authority under section 173 of the Planning and Environment Act 1987 to provide for:

i. The development of all the land in the subdivision to be in accordance with Planning Permit No. D474/2020 issued on 18 May 2022 to the satisfaction of the Responsible Authority.

F. The Parties enter into this Agreement to give effect to the requirements referred to in Recitals D and E above.

THE PARTIES ACKNOWLEDGE AND AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement:

(a) **Act** means the *Planning and Environment Act 1987* (Vic).

(b) **Agreement** means this deed and this deed as amended from time to time and includes any agreement or deed executed by the Parties expressed to be supplemental to this Agreement.

(c) **Council** means Darebin City Council or its successor as the authority responsible for administering and enforcing the Planning

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Scheme.

(d) **Current Email** for Council means mailbox@darebin.vic.gov.au or any other email address listed on Council's website and for the Owner, any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.

(e) **Development Permit** means planning permit D/474/2020, as amended from time to time, issued on 18 May 2022, authorising the use of the land for accommodation (dwellings) and a place of assembly, use of the land to sell liquor, to construct a building and construct or carry out works and to reduce the standard car parking requirement in accordance with the endorsed plans.

(f) **GST** means GST as defined in *A New Tax System (Goods and Services Tax) Act 1999* as amended (GST Act) or any replacement or other relevant legislation and regulations.

(g) **Land** means the land described in certificates of title volume 12172 folio 112, volume 12172 folio 117 and volume 12172 folio 148 being Lots 100, 101 and 102 on Plan of Subdivision No. SP027953L and described as 25 Separation Street, Northcote in the state of Victoria and includes any lot created by the subdivision of the Land or any part of it.

(h) **Mortgagee** means MaxCap Security Pty Ltd (ACN 608 102 263) or any person registered or entitled to be registered from time to time as the mortgagee of the Land or any part of it.

(i) **Owner** means the person registered or entitled to be registered from time to time by the Registrar of Titles as the proprietor of an estate in fee simple of the Land or any part of it and includes a mortgagee in possession.

(j) **Party or Parties** means the Parties to this Agreement but does not include:

(i) a person who has transferred or otherwise disposed of all of their interests in the Land; or

(ii) the Mortgagee other than for the purposes of their consent being provided unless the Mortgagee becomes a mortgagee in possession.

(i) **Planning Scheme** means the Darebin Planning Scheme and any successor instrument or other planning scheme which applies to the Land.

(j) **Planning Permit** means planning permit number D/254/2021, as amended from time to time, issued on 26 August 2022, authorising the subdivision of the Land in accordance with the order of the Victorian Civil and Administrative Tribunal Dated 22 August 2022, in accordance with plans endorsed by Council.

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(k) **Tribunal** means the Victorian Civil and Administrative Tribunal or its successor.

1.2 **Interpretation**

(a) Reference to:

(i) one gender includes the others;

(ii) the singular includes the plural and the plural includes the singular;

(iii) a person includes a reference to a firm, a corporation or other body corporate and that person's successors in law;

(iv) a Party includes the Party's executors, administrators, successors and permitted assigns;

(v) a thing includes the whole and each part of it separately;

(vi) a statute, regulation, code or other law or a provision of any of them includes:

(A) any amendment or replacement of it; and

(B) another regulation or other statutory instrument made under it, or made under it as amended or replaced; and

(vii) dollars means Australian dollars unless otherwise stated.

(b) "Including" and similar expressions are not words of limitation.

(c) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.

(d) Headings and any table of contents or index are for convenience only and do not form part of this Agreement or affect its interpretation.

(e) A provision of this Agreement must not be construed to the disadvantage of a Party merely because that Party was responsible for the preparation of the Agreement or the inclusion of the provision in the Agreement.

(f) If an act must be done on a specified day which is not a Business Day, it must be done instead on the next Business Day.

(g) This Agreement does not in any way limit the application of the Act.

(h) The Recitals form part of this Agreement.

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(i) Any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

(j) A term used 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 meaning as defined in the Act.

2. PARTIES

2.1 If a Party consists of more than one person, this Agreement binds each of them separately and any two or more of them jointly.

2.2 An obligation, representation or warranty in favour of more than one person is for the benefit of them separately and jointly.

2.3 A Party which is a trustee is bound both personally and in its capacity as a trustee.

3. PURPOSES OF AGREEMENT

The Parties acknowledge and agree that the purposes of this Agreement are to:

3.1 enable the Owner to take the benefit of the Planning Permit;

3.2 to give effect to the Planning Permit; and

3.3 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Land.

4. AGREEMENT REQUIRED

The Parties agree that this Agreement will continue to be required until the Owner has complied with all of the Owner's obligations.

5. OBLIGATIONS RUN WITH THE LAND

The obligations of the Owner under this Agreement take effect as separate and several covenants which are annexed to and run at law and equity with the Land. If the 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.

6. SPECIFIC OBLIGATIONS OF THE OWNER

In satisfaction of Condition 2(b) of the Planning Permit, the Owner covenants and agrees that it must develop all the Land in the subdivision to be in accordance with the Development Permit to the satisfaction of Council.

7. FURTHER OBLIGATIONS OF THE OWNER

The Owner covenants and agrees to the following:

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7.1 **Notice**

The Owner must bring this Agreement to the attention of all prospective purchasers, mortgagees, transferees, assigns, lessees, licensees and occupiers.

7.2 **Mortgagee to be bound**

The Owner covenants and agrees that it must 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.

7.3 **Recording of Agreement**

The Owner covenants and agrees that it must do all things necessary to enable Council to make an application to the Registrar of Titles to make a recording of this Agreement on the Certificate of Title to the Land in accordance with section 181 of the Act including the signing of any further agreement, acknowledgement or other document and obtain all necessary consents to enable the recording to be made.

7.4 **Council's Costs to be paid**

The Owner covenants and agrees that it must pay within thirty (30) days of a written request all reasonable costs of Council of and incidental to the preparation, execution and recording, and enforcement of this Agreement (including legal expenses) including:

(a) Preparing, drafting, finalising, signing, recording and enforcing this Agreement;

(b) Preparing, drafting, finalising, signing, recording any amendment to this Agreement;

(c) Preparing, drafting, finalising, signing, recording of any document to give effect to the ending of this Agreement.

8. FURTHER ASSURANCE

Each Party covenants and agrees to promptly at its own cost do all things (including executing and if necessary delivering all documents) necessary or desirable to give full effect to this Agreement.

9. AGREEMENT UNDER SECTION 173 OF THE ACT

Without limiting or restricting the respective powers to enter into this Agreement, and insofar as it can be so treated this Agreement is made as a deed in accordance with section 173 of the Act.

10. OWNER'S 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

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equitable, in the Land.

11. SUCCESSORS IN TITLE

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

(a) give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and

(b) execute a deed agreeing to be bound by the terms of this Agreement.

12. GOODS AND SERVICES TAX

The Owner must pay any GST payable in respect to this Agreement or anything done in relation to it. Prior to that payment of GST, Council must provide to the Owner a valid tax invoice for the amount which attracts that GST.

13. GENERAL MATTERS

13.1 Service of Notice

A notice or other communication required or permitted to be served by a Party on another Party must be in writing and in addition to any other method of service provided by law may be served:

(a) by delivering it personally on that Party; or

(b) by sending it by pre-paid post, addressed to that Party at the address set out in this Agreement or subsequently notified to each Party; or

(c) by sending it by email to the other Party's Current Email.

13.2 Time of Service

A notice or other communication is deemed served:

(a) if delivered personally, on the same day;

(b) if posted within Australia to an Australian address, two (2) business days after the date of posting an express post envelope, six (6) business days for ordinary post and in any other case outside of Australia, ten (10) business days after the date of posting;

(c) if sent by email, at the time of receipt in accordance with the *Electronic Transactions (Victoria) Act 2000* (Vic).

13.3 Counterparts

This Agreement may be executed in counterparts, all of which taken

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together constitute one document.

13.4 **No Waiver**

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

13.5 **Jurisdiction**

The law of Victoria governs this Agreement.

13.6 **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 remain operative.

13.7 **Disputes**

(a) If there is a dispute between the Parties concerning the interpretation or implementation of this Agreement, that dispute may be referred to the Tribunal for resolution to the extent permitted by the Act.

(b) If there is a dispute concerning any matter which is not referrable to the Tribunal under the Act, that dispute may be referred for arbitration by an Arbitrator agreed upon in writing by the Parties or, in the absence of such agreement the Chairman of the Victorian Chapter of the Institute of Arbitrators and Mediators, Australia or his nominee, for arbitration.

(c) Where provision is made in this Agreement that any matter be done to the satisfaction of Council and a dispute arises in relation to such provision, the dispute may be referred to the Tribunal in accordance with section 149(1)(b) of the Act.

(d) The Parties are be entitled to legal representation for the purposes of any arbitration or referral referred to in clauses (a), b) and (c). Unless the Arbitrator, Chairman, nominee or the Tribunal otherwise directs, each Party must bear its own costs.

13.8 **No Fettering of Council's powers**

The Parties acknowledge and agree 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 consent or certification of any plans of subdivision applicable to the Land or relating to any use or development of the Land.

14. COMMENCEMENT OF AGREEMENT

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

15. AMENDMENT

15.1 The Agreement may be amended in accordance with Part 9, Division 2 of the Act.

15.2 In the event that the Agreement is to be amended with Council's consent, the Owner covenants and agrees that it will be at the cost of the Owner.

16. ENDING OF AGREEMENT

16.1 This Agreement may be ended in accordance with Part 9, Division 2 of the Act.

16.2 Once this Agreement ends (in whole or in part), Council must, within a reasonable time, following a request from the Owner and at the cost of the Owner, complete and execute all documents necessary to make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the Register (in whole or in part).

17. ELECTRONIC EXECUTION

17.1 Each Party consents to the signing of this Agreement by electronic means. The Parties agree to be legally bound by this Agreement signed in this way.

17.2 Each Party reserves the right to sign this Agreement by electronic means, including by use of software or an online service for this purpose.

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Signed, sealed and delivered by the Parties as a deed and delivered on the date shown on the first page.

Signed, sealed and Delivered by and on behalf of Darebin City Council, in accordance with an **Instrument of Delegation made on 11 November 2021** by the member of Council staff occupying this position or title or acting in the position of Manager City Development.	)	DocuSigned by: Kathryn Pound 813086E0EAE1485...
DocuSigned by: Danielle Cutler 690CD224A85E4E9... Signature of witness		Kathryn Pound
Danielle Cutler Print Full Name of witness		

This document was witnessed by audio visual link in accordance with the requirements of s12 of the *Electronic Transactions (Victoria) Act 2000*.

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Executed as a deed by
NORTHCOTE PRECINCT LANDCO PTY LTD (ACN 649 167 724) in
accordance with section 127(1) and s 127(3) of the
Corporations Act 2001:

DocuSigned by: Luana Melis 2C3EB94ADC2A449...	DocuSigned by: Timothy John Price 7D34EE58DE24496...
Director/company secretary	Director
Luana Melis	Timothy John Price
Name of director/company secretary (BLOCK LETTERS)	Name of director (BLOCK LETTERS)

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MORTGAGEE'S CONSENT

MaxCap Security Pty Ltd (ACN 608 102 263) as Mortgagee under instrument of mortgage no. AX021854C consents to the Owner entering into this Agreement and the recording of this Agreement on the title to the Land and in the event that the Mortgagee becomes mortgagee in possession, agrees to be bound by the covenants and conditions of this Agreement.

Executed by Mortgagee:

Signed sealed and delivered by **MAXCAP SECURITY PTY LTD (ACN 608 102 263)** by its duly appointed attorney in the presence of:

Signature of attorney	Signature of attorney
BILL McWILLIAMS	JOHNNY WOODHOUSE
Name of attorney (BLOCK LETTERS)	**Name of attorney** (BLOCK LETTERS)
CHIEF INVESTMENT OFFICER	STATE DIRECTOR - VIC
Position of attorney	**Position of attorney**

Date of power of attorney: 04 August 2023

By executing this deed the attorney states that the attorney has received no notice of revocation of the power of attorney.

AX478324H

Department of Transport and Planning

Electronic Instrument Statement

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The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

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Status	Registered	Dealing Number	AZ904630M
Date and Time Lodged	09/12/2025 09:22:21 AM		

Lodger Details

Lodger Code	17223H
Name	MADDOCKS
Address	
Lodger Box	
Phone	
Email	
Reference	MYM: S173: 9858255

APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction VICTORIA

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.

Estate and/or Interest
FEE SIMPLE

Land Title Reference
12172/112
12172/117
12172/148

Instrument and/or legislation
RECORD - AGREEMENT - SECTION 173
Planning & Environment Act - section 173

Applicant(s)

Name	DAREBIN CITY COUNCIL
Address	
Street Number	274
Street Name	GOWER
Street Type	STREET
Locality	PRESTON
State	VIC

Reference :MYM: S173: 9858255
Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

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Department of Transport and Planning

Electronic Instrument Statement

Postcode 3072

Additional Details
Refer Image Instrument

The applicant requests the recording of this Instrument in the Register.

Execution

1. The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Executed on behalf of	DAREBIN CITY COUNCIL
Signer Name	REBEKAH PARIKH
Signer Organisation	PARTNERS OF MADDOCKS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	09 DECEMBER 2025

File Notes:
NIL

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

Statement End.

Reference :MYM: S173: 9858255
Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Imaged Document Cover Sheet

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DAREBIN CITY COUNCIL

Council

- and -

NORTHCOTE PRECINCT LANDCO PTY LTD

the Owner

Agreement under section 173 of the Planning and Environment Act 1987

Subject Land: **25 Separation Street, Northcote VIC 3070**

AZ904630M

BEST HOOPER
LAWYERS
EST. 1886
Level 12, 10 Queen Street
Melbourne VIC 3000
Tel: (03) 9670 8951
Fax: (03) 9670 2954
Our Ref: JDC:EZM:210122

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PLANNING AND ENVIRONMENT ACT 1987

SECTION 173 AGREEMENT

THIS AGREEMENT is made the day of **2/7/25** 2025

BETWEEN:

DAREBIN CITY COUNCIL
of **274 Gower Street, Preston VIC 3072**

("Council")

- and -

NORTHCOTE PRECINCT LANDCO PTY LTD
of **Level 2 – South 161 Collins Street, Melbourne VIC 3000**

("the Owner")

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Background

A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme.

B. The Owner is or is entitled to be the registered proprietor of the Subject Land.

C. An application to amend the Planning Permit pursuant to section 87A of the Act has been lodged, by the Owner, with VCAT. Council is due to consider its position on the VCAT proceeding at its scheduled meeting on 12 May 2025 (**the Council decision**).

D. This agreement is entered into in anticipation of the Council decision. This agreement will commence if the Council agrees to the issue of amendments to the Planning Permit generally in accordance with the conditions attached to this Agreement as Appendix A.

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 (Vic).

1.2 **"this Agreement"** means this agreement and any agreement executed by the parties expressed to be supplemental to this Agreement.

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1.3 **"Certificate of Occupancy"** has the same meaning as an occupancy permit pursuant to the *Building Act 1993,* as may be amended from time to time.

1.4 **"Consumer Price Index**" means the annual Consumer Price Index (All Groups – Melbourne) as published by the Australian Bureau of Statistics, or, if that index number is no longer published, its substitute as a cumulative indicator of the inflation rate in Australia.

1.5 **"Council"** means Darebin 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.

1.6 **"Development"** means the development approved by the Planning Permit as amended from time to time.

1.7 **"Development Contribution**" has the meaning given in clause 3.1 to this Agreement.

1.8 **"the Development Contributions Plan**" means the Darebin Development Contributions Plan 2019 prepared by Hill PDA, incorporated under the Planning Scheme.

1.9 **"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.

1.10 **"Further Contribution"** has the meaning given in clause 3.4 to this Agreement.

1.11 **"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.

1.12 **"Owner"** means the person or person registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of it and includes a Mortgagee-in-possession.

1.13 **"party"** or **"parties"** means the Owner and Council under this Agreement as appropriate.

1.14 **"Planning Permit"** means Planning Permit No. D/474/2020 dated the 18th of May 2022, as may be amended from time to time.

1.15 **"Planning Scheme"** means the Darebin Planning Scheme.

1.16 **"Staging Plan"** means the Staging Plan endorsed under the Planning Permit, as may be amended from time to time.

1.17 **"Subject Land"** means the land described in Certificates of Title Volume 12172 Folio 112, Volume 12172 Folio 117 and Volume 12172 Folio 148.

1.18 **"VCAT**" means the Victorian Civil and Administrative Tribunal.

1.19 "**the VCAT Proceeding**" means VCAT Proceeding No. P36/2025.

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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.

2.8 The obligations of the Owner under this Agreement, will take effect as separate and severally 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 Development Contribution

Should Council consent to amend the Planning Permit in accordance with the conditions at Appendix A to this Agreement (and provided that an amended Planning Permit is issued in accordance with Appendix A), it will make a contribution of $1,000,000 to Council (**Development Contribution**) to be paid in stages as set out in clause 3.2 to this Agreement.

3.2 Staged Payment of Development Contribution

Unless otherwise agreed in writing with the Responsible Authority, the Owner agrees to make payment of the Development Contribution as follows:

a) The amount of $166,666.00 prior to occupation of Stage 2 as identified in the Staging Plan approved pursuant to the Planning Permit;

b) The amount of $166,666.00 prior to occupation of Stage 3A as identified in the Staging Plan approved pursuant to the Planning Permit or prior to the issue of a Certificate of Occupancy for the 100th dwelling on the Subject Site, whichever occurs first;

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c) The amount of $166,666.00 prior to occupation of Stage 3B as identified in the Staging Plan approved pursuant to the Planning Permit or prior to the issue of a Certificate of Occupancy for the 200th dwelling on the Subject Site, whichever occurs first;

d) The amount of $166,666.00 prior to occupation of Stage 3C as identified in the Staging Plan approved pursuant to the Planning Permit or prior to the issue of a Certificate of Occupancy for the 300th dwelling on the Subject Site, whichever occurs first;

e) The amount of $166,666.00 prior to occupation of Stage 3D as identified in the Staging Plan approved pursuant to the Planning Permit or prior to the issue of a Certificate of Occupancy for the 400th dwelling on the Subject Site, whichever occurs first;

f) The balance of the Development Contribution, prior to the occupation of the final stage as identified in the Staging Plan approved pursuant to the Planning Permit.

3.3 It will, from commencement of construction of the Land, provide a quarterly update, or updates at key junctures in the project as may be agreed in writing from time to time, to Council in respect of the number of dwellings within a stage for which a Certificate of Occupancy has been approved, to enable the payment triggers outlined in clause 3.2 to be monitored by Council.

3.4 **Further Contribution**

Should Council consent to amend the Planning Permit in accordance with the conditions at Appendix A to this Agreement (and provided that an amended Planning Permit is issued in accordance with Appendix A), it will make a contribution of $35,000 to Council (**Further Contribution**) in the form of either a bond, cash or bank guarantee.

The payment or provision of the Further Contribution must be made prior to the occupation of any dwelling on the Subject Land.

3.5 **Development and Further Contribution in addition to any contributions payable pursuant to the Planning Scheme**

The Development Contribution and Further Contribution payable pursuant to this Agreement are in addition to any contributions required to be paid by the Owner pursuant to the Planning Scheme or the Planning Permit, as applicable at the time of executing this Agreement.

4. ACKNOWLEDGMENT AND COVENANTS OF COUNCIL

4.1 The Development Contribution is to be utilised by Council at its discretion for Council infrastructure projects, improvements and upgrades and other initiatives to be carried out by Council within the area described as Area 15 under the Development Contributions Plan.

4.2 The Further Contribution is to be utilised by Council for the purpose of undertaking a car parking survey of the streets proximate to the Subject Site and immediate surrounds, at the time of its choosing, to inform the Council of what restrictions, if any, as road manager it needs in place on any streets

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proximate to the Subject Land as a consequence of the Development with the balance of the Further Contribution (if any) to be used by Council at its discretion for implementation of any restriction or mitigation measures to be applied by Council as roads manager .

4.3 The Council acknowledges that it is required to forthwith apply to register this Agreement pursuant to Section 181 of the Act.

5. FURTHER OBLIGATIONS OF THE OWNER

The Owner further covenants and agrees that:

5.1 **Notice of Registration**

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

5.2 **Further actions**

5.2.1 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;

5.2.2 the Owner will consent to the Council making application to the Registrar of Titles to make a recording of this 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;

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6. 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, however if this Agreement is held not to be valid as an agreement made pursuant to Section 173 of the Act or is unenforceable under the Act it remains a contract between the parties and is enforceable as a contract against the Owner or the Council, as the case may be.

7. 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.

8. 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:

8.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and

8.2 execute a deed agreeing to be bound by the terms of this Agreement.

9. GENERAL MATTERS

9.1 **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:

9.1.1 by delivering it personally to that party;

9.1.2 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;

9.1.3 by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post; or

9.1.4 by sending it by email provided that the receiving party has consented to receipt of notices by email and has provided an email address for that purpose.

9.2 A notice or other communication is deemed served:

9.2.1 if delivered, on the next following business day;

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

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

9.2.4 if sent by email, at the time of receipt in accordance with the *Electronic Transactions (Victoria) Act* 2000.

9.3 **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.

9.4 **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.

9.5 **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.

9.6 **Counterparts**

This Agreement may be executed in counterparts, all of which taken together constitute one document.

9.7. **Counterparts (Electronic Execution)**

The parties consent to the electronic execution of this Deed and this Deed may be executed electronically in any number of counterparts all of which taken together constitute one instrument

10. COMMENCEMENT OF AGREEMENT

Unless otherwise provided in this Agreement, this Agreement commences commences when the amendments to the Planning Permit generally in accordance with the conditions at Appendix A to the Agreement is issued.

11. ENDING OF AGREEMENT

11.1 This Agreement ends

11.1.1 when the Owner has complied with all of the covenants by the Owner under the Agreement to the satisfaction of the Council; or

11.1.2 when the Permit expires, unless an application to extend the Permit has been made in accordance with the Act in which case the

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Agreement ends should any extension to the timeframes of the Permit not be approved and any appeal process with respect to same has been exhausted.

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

11.3 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.

EXECUTED by **NORTHCOTE PRECINCT LANDCO PTY LTD (ACN 649 167 724)** in accordance with the requirements of section 127 of the *Corporations Act 2001* (Cth) by:

Christopher O'Keefe	DocuSigned by: Christopher O'Keefe 8EADB21AC04F45C...
Name of Director	**Signature of Director**
Timothy Price	DocuSigned by: Timothy Price 51F5FD6F8770494...
Name of Director	**Signature of Director**

Signed, Sealed and Delivered by and on Behalf of Darebin City Council, and in accordance with an **Instrument of Delegation made on 11 November 2021**, by the member of Council staff occupying this position, or title, or acting in the position of Manager City Development.

.....
Witness

Louise D'Arcangleo
.....
Print name

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Mortgagee's Consent

MAXCAP Security Pty Ltd as Mortgagee of registered mortgage No. **AX021854C** consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

.....
For and on behalf of the Mortgagee

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Mortgagee's Consent

MCH Agency Services Pty Ltd as Mortgagee of registered mortgage No. **AY721303F** consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

.....
For and on behalf of the Mortgagee

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APPENDIX A

1. Prior to the commencement of the development and works hereby approved, amended plans to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plans will be endorsed and will then form part of this permit. The plans must be drawn to scale with dimensions and must be generally in accordance with the plans prepared by Fender Katsalidis, dated 8 April 2025, and otherwise described as Drawings TP0000 Revision 4, TP0001-TP0200 Revision 3, TP0201 Revision 3, TP0997 Revision 3, TP0998 - TP1019 Revision 4, TP2000 -TP2501 Revision 4, TP3500 Revision 4, TP5000-TP5101 Revision 3 and TP5200-5201 Revision 4, but modified to show:

   (a) The following changes which comprise the recommendations of Mr Sheppard contained at Page 27 of his evidence statement dated March 2022:

      (i) the glass roof over the laneway to be raised to a height of at least 2 storeys;

      (ii) seating along Separation Street to be moved into the landscape zone;

      (iii) the footpath on the western corner of Separation Street realigned to the building edge;

      (iv) the bus stop shelter on Separation Street to be recessed into the facade of the development;

      (v) windows to be introduced on the eastern wall of the Multi-purpose space to provide surveillance of the external steps up to the podium-top;

      (vi) increases in the depth of the canopies at the western, southern and eastern street frontages to 2.5m; and

      (vii) steps or a slope in the canopy at the northern end of the western frontage so that it is generally no more than 3-4m above footpath level.

   (b) A review of the layout of the bicycle parking facilities in the north-eastern corner of the review site, so as to provide for direct pedestrian movements from the eastern end of the new pedestrian laneway, to the pedestrian crossing through the car park to the north-east of the review site.

   (c) The provision of at least two access points between the existing internal shopping centre arcade and the proposed laneway on the southern parcel of the review site, which can be traversed by someone pushing a shopping trolly or pram.

   (d) The provision of screening or other measures to restrict internal views between apartments where appropriate, and where these occur with viewing locations within 9.0 metres of one another.

   (e) Subject to obtaining the consent of the relevant owners corporation, the provision of a marked pedestrian crossing between the eastern end of Robbs Parade and Building E.

   (f) Each building provided with stair and lift access to a rooftop communal open space area for residents of the building.

   (g) The provision of lighting in all common landscape areas, car parks and at the interface with adjoining parklands.

   (h) Wayfinding signage along Separation Street and in common open areas to key destinations both within and adjoining the development.

   (i) Modify Building E to ensure no modification is required to the roof of the existing adjacent roof canopy.

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(j) Mechanisms to prevent left turn out of trucks (to head east on Separation Street) from the loading dock.

(k) Traffic calming and other measures to ensure safe movement of people walking and cycling within the basement car parking area.

(l) Pedestrian crossing at the loading dock driveway.

(m) No less than 5% of bicycle spaces must have e-bike charging points.

(n) All visitor and employee bicycle spaces must comply with the clearance and access-way requirements of AS2890.3 unless otherwise agreed with the responsible authority.

(o) The secure bicycle parking areas must provide for:

  (i) door to be sliding variety; and

  (ii) door to enable automatic opening (i.e. via a button).

(p) Twenty-five (25) additional visitor bicycle parking spaces provided at ground level.

(q) At least 20% of resident bicycle spaces to be horizontal rails.

(r) Any changes required as a result of the Façade Strategy required by Condition 15 of this permit.

(s) Any changes required as a result of the Amended Sustainable Management Plan required by condition 20 of this permit.

(t) Any changes required as a result of the Waste Management Plan required by Condition 26 of this permit.

(u) Any changes required as a result of the Wind Report required by Condition 27 of this permit.

(v) Relocate bicycle parking along the eastern boundary to the edge of the pavement to allow better accessibility and unimpeded access adjacent to the building. A minimum width of 1.8m is to be provided between the building and the bicycle parking envelope.

(w) The canopy over the footpath on Separation Street setback 0.75 metres from the kerb edge and with a minimum head height clearance of 3.0 metres above the level of the footpath. The canopy must be designed to accommodate the canopy of street trees.

(x) Defined purposes/uses of residential “Amenities” at Level 1 of Tower A and Tower B e.g. gym, library, meeting rooms etc, and specifying these are for use by residents only and not open to the public.

(y) Any modifications required as a result of the updated Sustainability Management Plan (SMP) as required by Condition No. 20 of this Permit.

(z) The Provision of lift access to the upper floors from Basement Level 2 via the lift cores located below Tower C (west side of the basement floor plate), below Tower A (north-east side of the basement floor plate) and below Tower D (south-east side of the basement floor plate).

(aa) A dedicated and clearly legible pedestrian access route in Basement Level 1 to the Tower D lift core from the residential car parking areas.

(bb) Any modifications as a result of the requirements for management of resident parking in Basement Level 1, In accordance with Condition No. 31 (a) of this Permit.

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(cc) The access from the adjoining Council car park to be limited in width to not more than 22 metres.

No alterations

2. The use and development as shown on the endorsed plans must not be altered without the prior written consent of the Responsible Authority.

3. All buildings and works must be maintained in good order and appearance to the satisfaction of the Responsible Authority.

4. Once the development has started it must be continued and completed to the satisfaction of the Responsible Authority.

Affordable and Social Housing

5. Prior to the occupation of the development, the permit holder will provide to the Responsible Authority evidence of an agreement entered into which provides for:

   (a) the delivery of eight (8) dwellings for social housing, as defined by section 3AA of the *Planning and Environment Act 1987,* by agreement with a registered housing provider for a period of 10 years from the date the dwellings are first occupied; and

   (b) management of 10% of the residential dwellings, of which no more than 25% may be studios, on the land minus the number of dwellings referred to in paragraph a), for leasing as affordable housing within the meaning of section 3AA of the *Planning and Environment Act 1987* (Vic) for a period of 10 years from the date the dwellings are first occupied under the control of a registered housing provider.

Section 173 Agreement – Public Link

6. Prior to the occupation of the development, the owner of the land must enter into an agreement with the Responsible Authority pursuant to section 173 of the *Planning and Environment Act 1987*. The agreement must:

   (a) Provide for the pedestrian link to be freely accessible to the public between the hours of 5:00am and 11pm each day or at such other times as the Responsible Authority may consent to in writing and to be maintained in a safe and sightly condition at the cost of the owner.

   The owner of the land must pay all of the Darebin City Council's reasonable legal costs and expenses of this agreement, including preparation, execution and registration on title.

Multi-purpose space

7. The multi-purpose space shown on TP1000A must be made available for use by the Council, on request, as a community meeting space at no cost to the Council (other than for reasonable cleaning charges) between the hours of 10am – 4pm Monday to Friday.

Environmental Audit

8. An Environmental Auditor (as defined by the *Environment Protection Act 2017* (EP Act) is required to be appointed under Division 3 of Part 8.3 of the EP Act to undertake an Environmental Audit in accordance with the provisions of the EP Act, before any works authorised by this permit commence.

9. The Environmental Auditor must undertake an Environmental Audit in accordance with the provisions of the EP Act and issue:

   (a) A Statement of Environmental Audit for the land in accordance with section 210 of the EP Act (Statement); and

   (b) An Environmental Audit Report for the land in accordance with section 212 of the EP Act (Report). The Environmental Audit Report must be provided to the

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Responsible Authority along with any and all reports and other materials provided to or created by the Environmental Auditor for the purposes of completing the Environmental Audit, including the report produced by the Environmental Auditor as a result of the Environmental Audit.

The scope of the environmental audit should specifically address risk to human health associated with the change of land use of the site consistent with the details of the proposed development and comply with relevant EPA guidance. If EPA has not issued guidance on audit scopes suitable for changes in land use, acceptance of the proposed audit scope must be obtained from the EPA and a copy of the EPA's acceptance provided to Council.

Design and construction of any engineering controls necessary to mitigate residual contamination and risk associated with the proposed development must either be:

(i) included in the scope of the environmental audit required under Condition 5 (b); or

(ii) design and construction of any engineering controls, if completed following the environmental audit, must be independently verified by a person appointed by EPA as an environmental auditor. A copy of the auditor verification report of design and construction of mitigation measures must be provided to Council prior to a certificate of occupancy being granted.

10. Written notice of the engagement or termination of the engagement of an Environmental Auditor to undertake an Environmental Assessment of the land required by this Permit must be provided to the Council within 30 days of that engagement or termination.

11. Any Environmental Audit, including any Statement of Environmental Audit or Environmental Audit report must be provided to the Responsible Authority before any sensitive use authorised by this permit commences and be paid for by the owner or permit holder along with the reasonable costs incurred by the Responsible Authority to review the Statement and Report.

Streetscape works

12. Prior to the commencement of any streetscape works within Council road reserves, excluding demolition, bulk excavation, piling and site remediation, a detailed streetscape works plan is to be submitted to and be approved by the Responsible Authority. Such plan must be prepared by a person suitably qualified or experienced in landscape design and should include but not be limited to:

(a) Details of planting and landscape works.

(b) Details of tree planting in the road reserve to Darebin City Council's specifications relating to **tree pits for grassed mulched areas, tree pits for asphalt areas, tree pits for concrete areas and tree pits for road areas, as relevant.**

(c) The identification of existing vegetation (which is not intended to be removed), and nomination of vegetation for removal.

(d) A schedule of all proposed trees, shrubs and ground cover, which includes the location and size at maturity of all plants, the botanical names of such plants and the location of all areas to be covered by grass, lawn or other surface material as specified.

(e) Paving, retaining walls, fence design details and other landscape works,

to the satisfaction of the Responsible Authority.

An endorsed copy of the plan must form part of this permit.

13. The permit holder must, prior to the occupation of the development carry out the works ("the Works") generally in accordance with the streetscape works plan required by

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Condition 12 and transfer/vest the area of the land outside the "proposed site boundary" (see TP1000 and TP1000A), along the Separation Street frontage to Council at no cost to Council. The following provisions shall apply:

(a) Unless otherwise agreed in writing by the Council, the Works shall be completed to the satisfaction of the Council prior to the development being occupied;

(b) As security for the carrying out of Works, on approval by the Council of the plans and specifications for the Works, the owner shall lodge with the Council a bank guarantee or insurance bond for the value of the Works.

(c) The Council must be entitled to call upon such security to meet the cost of carrying out or completing the Works as the case may be in the event that the Works have not been completed to its satisfaction by the occupation of the development;

(d) The Bank Guarantee or insurance bond must be returned to the owner immediately upon Council advising the owner in writing that the streetscape works have been completed to its satisfaction; and

(e) The Owner shall pay to the Council a supervision fee determined in accordance with the *Subdivision Act 1998* for the supervision of the Works.

Timing of works

14. Before the building is occupied, all works required by Condition 13 must be fully constructed and completed, unless security is in place, at the full cost of the owner to the satisfaction of the Responsible Authority.

Façade Strategy

15. Before plans are endorsed under Condition 1 of this Permit, a Façade Strategy and Materials and Finishes Plan to the satisfaction of the Responsible Authority must be submitted to and be approved by the Responsible Authority. When approved, the Façade Strategy and Materials and Finishes Plan will be endorsed and will then form part of this permit. This must detail:

(a) Elevations at a scale of 1:20 illustrating typical podium details, entries and doors, and utilities and typical mid-level and tower facade details;

(b) Section drawings to demonstrate façade systems, including fixing details and joints between materials or changes in form;

(c) Information about how the façade will be maintained, including any vegetation;

(d) A electronic sample board and coloured drawings outlining colours, materials and finishes; and

(e) Graffiti-proof surfaces, finishes, materials to the lower levels and walls on site boundaries facing the public realm.

Ongoing architect involvement

16. As part of the ongoing consultant team, Fender Katsalidis Architecture Pty Ltd, and Arcadia Landscape Architects, or architectural and landscape architectural firms to the satisfaction of the Responsible Authority, must be engaged to:

(a) Oversee design and construction of the development; and

(b) Ensure the design quality and appearance of the development is realised as shown in the endorsed plans or otherwise to the satisfaction of the Responsible Authority.

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Landscape Plan

17. Prior to the commencement of the development, excluding demolition, bulk excavation, piling and site remediation, a Landscape Plan to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the Landscape Plan will be endorsed and will then form part of this Permit. The Landscape Plan must be generally in accordance with the Landscape Plan prepared by Arcadia, dated December 2024 otherwise described as L-100, L-101, L-102, L-103, L-200, L-201, L-202, L-203, L-204, L-205, L-206, L-300, L-301, L302, L-303, L-304, but modified to show:

    (a) The provision of separate plans specifically relating to streetscape works/landscaping, in accordance with Condition No. 12 of this Permit.

    (b) An arboricultural assessment for all existing trees within and adjacent to the property boundaries.

    (c) Tree protection measures in accordance with Condition No. 18 and 19 of this Permit.

    (d) Any modifications relating to landscaping required as a result of the Sustainability Management Plan required by Condition No. 20 of this Permit.

    (e) Any modifications relating to landscaping required as a result of the Water Sensitive Urban Design Pan required by Condition No. 22 of this Permit.

    (f) Details of all existing trees to be retained and all existing trees to be removed, including overhanging trees on adjoining properties and street trees within the nature strip. The genus, species, height and spread of all trees must be specified. All existing trees to be retained must be retained and protected in accordance with Australian Standards.

    (g) A planting schedule of proposed vegetation detailing the botanical name, common name, size at maturity, pot size and quantities of all plants.

    (h) A diversity of plant species and forms.

    (i) All canopy trees must have a minimum height of 1.6 metres in 40 litre containers at the time of installation and must have the following minimum widths at maturity: small canopy (4 metres), medium canopy (6 metres), large canopy (10 metres).

    (j) Annotated graphic construction details showing all landscape applications and structures including tree and shrub planting, retaining walls, raised planter bed and decking.

    (k) Type and details of all surfaces including lawns, mulched garden beds and permeable and/or hard paving (such as pavers, brick, gravel, asphalt and concrete). Percentage cover of permeable surfaces must be stated on the plan. Where paving is specified, material types and construction methods (including cross sections where appropriate), must be provided.

    (l) Hard paved surfaces at all entry points to dwellings.

    (m) Type and details of edge treatment between all changes in surface (e.g. grass (lawn), gravel, paving and garden beds).

    (n) An outline of the approved building/s including any basement, the location of entry doors, windows, gates and fences.

    (o) The location of both existing and proposed overhead and underground services. Conflicts of such services with the existing and proposed planting must be avoided.

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(p) Clear graphics identifying trees (deciduous and evergreen), shrubs, grasses/sedges, groundcovers and climbers.

(q) Scale, north point and appropriate legend.

(r) Landscape specification notes including general establishment and maintenance requirements.

The requirements of the endorsed Landscape Plan must be complied with and implemented to the satisfaction of the Responsible Authority.

The development must not be occupied, unless otherwise approved by the Responsible Authority in writing, until the landscaping works shown on the endorsed Landscape Plan are completed to the satisfaction of the Responsible Authority.

No later than seven (7) days after the completion of the landscaping, the permit holder must advise Council, in writing, that the landscaping has been completed.

The landscaping shown on the endorsed Landscape Plan must be maintained to the satisfaction of the Responsible Authority, including by replacing any dead, diseased, dying or damaged plants to the satisfaction of the Responsible Authority.

All landscaped areas within the development must be provided with an appropriate irrigation system to the satisfaction of the Responsible Authority.

Tree Protection Zone/s

18. Before the development (including demolition) starts, tree protection fencing (TPF) must be erected in accordance with the following requirements to provide a Tree Protection Zone (TPZ):

Tree*	Location	TPZ (radius from the base of the tree trunk)
Numbers 18 and 19; as identified in the Aboricultural Assessment and Report, prepared by Tree Logic P/L dated 13 October 2020.	West of vehicle entry to the Council car park from Separation Street.	2.2m to 5.5m.

Tree Protection Measures

19. The following tree protection measures must be implemented for trees identified in the table to Condition 18 of this Permit during construction:

(a) Tree protection measures must be in accordance with Australian Standard AS4970 – 2009: Protection of trees on development sites or as otherwise approved in writing by the Responsible Authority.

(b) Tree protection fencing must be constructed of star pickets and chain mesh (or similar) to the satisfaction of the Responsible Authority. The tree protection fence must remain in place until construction is completed or unless otherwise agreed by the Responsible Authority in writing.

(c) The tree protection fencing must be maintained at all times and may only be moved the minimum amount necessary for approved buildings and works to occur within a Tree Protection Zone (TPZ). The movement of the fencing to allow such buildings and works shall only occur for the period that such buildings and works are undertaken, after which time the full extent of the fencing must be reinstated.

(d) Except with the written consent of the Responsible Authority:

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(i) The area within the TPZ and Tree Protection Fencing (TPF) must be irrigated during the summer months with 1 litre of clean water for every 1cm of trunk girth measured at the soil/trunk interface on a weekly basis.

(ii) The area within the TPZ of Trees 18 and 19 must be provided with a 100mm layer of coarse mulch.

(iii) No vehicular or pedestrian access, trenching or soil excavation is to occur within a TPZ, save for that allowed to complete the approved development.

(iv) No storage or dumping of tools, equipment or waste is to occur within a TPZ.

(e) The construction of the crossover (and any other buildings and works within a TPZ) must be undertaken under the supervision and direction of a qualified arborist.

(f) Open space areas within the TPZ of Trees 18 and 19 must remain at or above existing grade and remain permeable.

(g) Where applicable to a nature strip tree, a TPZ is confined to the width of the nature strip.

(h) Where applicable to a tree on a neighbouring lot, a TPZ only applies where within the site.

(i) Before any development (including demolition) starts, all existing vegetation shown on the endorsed plan(s) to be retained must be marked and that vegetation must not be removed, destroyed or lopped without the written consent of the Responsible Authority.

Amended Sustainability Management Plan

20. Before plans are endorsed under Condition 1 of this Permit, an amended Sustainability Management Plan to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the amended Sustainability Management Plan will be endorsed and will form part of this permit. The amended Sustainability Management Plan must be generally in accordance with the Sustainability Management Plan (SMP) prepared by Ark Resources, dated 24 January 2025, but modified to show:

(a) A commitment to Green Star certification for all buildings.

(b) The provision of Green Star scorecards.

(c) Details on how a 5.5-star NABERS rating would be achieved for the office building; and

(d) The following electrical infrastructure, where possible, provided within the basement car park to facilitate the initial installation and future expansion of electric vehicle charging facilities:

(i) 'Smart' electric vehicle chargers (compatible with Open Charge Point Protocol OCPP1.6-J) fitted to a minimum of 10% of car parking spaces installed prior to occupancy;

(ii) One or more distribution boards with capacity to enable full load charging of 7kW (32 amp) electric vehicle chargers for a minimum of 20% of car parking spaces;

(iii) A scalable load management system to ensure that electric vehicles are charged proportionately within the constraints of the nominated peak building demand and the car park electrical distribution infrastructure;

(iv) An electric vehicle charger submetering system enabling individual billing of energy consumption; and

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(v) A dedicated, safe, unobstructed route from the electrical supply point which allows for the future provision of all necessary electrical cabling. This may be achieved using any combination of electrical containment systems, such as:

- electric cable ducting including drawstrings;
- electric cable conduits; and
- electric cable trays and cable ladders.

Where alternative ESD initiatives are proposed by the owner to those specified in this condition, the Responsible Authority may vary the requirements of this condition at its discretion, subject to the development achieving equivalent (or greater) ESD outcomes in association with the development.

When submitted and approved to the satisfaction of the Responsible Authority, the amended SMP and associated notated plans will be endorsed to form part of this permit. No alterations to the SMP may occur without the written consent of the Responsible Authority.

Monitoring a Sustainability Management Plan

21. Prior to the issue of a Certificate(s) of Occupancy, a report to the satisfaction of the Responsible Authority prepared by the author of the Sustainability Management Plan (SMP) endorsed under Condition No. 20 of this Permit, or a similarly qualified person, must be submitted to the Responsible Authority, confirming that all measures specified in the SMP have been implemented in accordance with the endorsed SMP.

Stormwater Management System Report

22. Prior to the commencement of the development, excluding demolition, bulk excavation, piling and site remediation, a detailed Stormwater Management System Report (SMSR) generally in accordance with the ARK Resources MUSIC Modelling (dated 28 March 2022) is to be submitted to the satisfaction of the Responsible Authority. When approved, the SMSR will be endorsed and will then form part of this Permit. The report must include:

(a) Details of how the stormwater management system is designed to meet the current best practice performance objectives for stormwater quality contained in the Urban Stormwater - Best Practice Environmental Management Guidelines (Victorian Stormwater Committee, 1999), including:

(i) An assessment using an industry recognised stormwater tool;

(ii) The type of water sensitive urban design (WSUD) stormwater treatment measures to be used and details of these treatment measures including cross sections, materials, plants and drainage directions;

(iii) The location of stormwater treatment measures in relation to buildings, sealed surfaces, neighbouring properties and landscaped areas;

(iv) A plan illustrating where all impervious surfaces will be treated and drained;

(v) A construction and maintenance schedule;

(b) Details of how the impact of chemical pollutants and other toxicants is minimised (e.g. bunding, covering or roofing of storage, loading and works areas);

(c) Details of how the stormwater management system contributes to cooling, improving local habitat and providing attractive and enjoyable spaces; and

(d) Consideration of how the WSUD stormwater treatment measures will integrate with on-site detention requirements.

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The requirements of the endorsed Stormwater Management System Report must be implemented and complied with to the satisfaction of the Responsible Authority.

Site Environmental Management Plan

23. Prior to the commencement of the development, excluding demolition, bulk excavation, piling and site remediation, a Site Environmental Management Plan (SEMP), generally in accordance with Appendix E of Jan Talacko's expert evidence statement dated 28 March 2022, must be submitted to and approved to the satisfaction of the Responsible Authority. When approved, the SEMP will be endorsed and will then form part of this Permit. The SEMP must be generally in accordance with Melbourne Water's Keeping Our Stormwater Clean – A Builder's Guide (2002) and must describe how the site will be managed prior to and during the construction period, including requirements for:

    (a) Erosion and sediment.

    (b) Stormwater.

    (c) Litter, concrete and other construction wastes.

    (d) Chemical contamination.

    The requirements of the endorsed SEMP must be implemented and complied with to the satisfaction of the Responsible Authority.

Amended Acoustic Report

24. Prior to the commencement of the development, excluding demolition, bulk excavation, piling and site remediation, an amended Acoustic Report to the satisfaction of the Responsible Authority must be prepared by a suitably qualified acoustic engineer and must be submitted to and approved by the Responsible Authority. When approved, the Acoustic Report will be endorsed and will form part of this permit. The Acoustic Report must be generally in accordance with the Acoustic Report prepared by Acoustic Logic Consultancy P/L, Revision 1, dated 2 August 2021, but modified to include:

    (a) Reference to the decision plans and any changes pursuant to Condition 1.

    (b) An assessment of the noise impacts from the condenser plant.

25. The provisions, recommendations and requirements of the endorsed Acoustic Report must be implemented and complied with to the satisfaction of the Responsible Authority.

Waste Management Plan

26. Before plans are endorsed under Condition 1 of this Permit, a Waste Management Plan (WMP) generally in accordance with the WMP prepared by WSP, identified as 'Northcote Plaza Redevelopment Waste Management Plan', Revision 05, dated 20 December 2024, must be submitted and approved to the satisfaction of the Responsible Authority. When approved, the Waste Management Plan will be endorsed and will then form part of this Permit. The Waste Management Plan must:

    (a) Ensure all bin types, bin sizes, the size of the waste storage area/s and any other relevant detail/s specified in the Waste Management Plan are shown to scale on the endorsed plans.

    (b) Ensure all bin rooms throughout the development are clearly labelled identifying which use each bin room is for in each tower.

    (c) Bin chutes allowing for waste separation of General and Commingled Recycling.

    (d) Ensure that bins that will be accessed by residents will not be larger than 660L.

    (e) Clarify how the proposed 1100L bins will be managed by the body corporate or if they are only for retail/commercial tenancies.

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(f) Ensure adequate space is provided on the plans to enable occupants to access all bins in the bin room without having to move bins or step over obstacles.

(g) Amend the plans to provide for the provision of at least one (1) location for the disposal of e-waste.

(h) Include measures to minimise waste material sent to landfill including details of how recycling of and treatment of organic/food waste will be maximised.

(i) Confirm that educational material will be displayed in the waste bin storage area explaining what material can be recycled.

(j) Include calculations showing the amount of general, recycle, glass and organic waste (including food waste) expected to be generated.

(k) Detail the size of bins, frequency of collection and hours of collection.

(l) Include a dimensioned plan showing:

(i) the location of the bin storage area on the site.

(ii) details of screening of the bin storage area from public view.

(iii) suitably dimensioned bin storage area with convenient access.

(iv) the storage area is capable of accommodating and allowing convenient access to the waste bins.

(v) the location on the site where the bins will be placed for collection.

(vi) where the waste trucks will stop to service the waste bins and whether No Parking restrictions will be required for the waste trucks to access that space.

(m) Detail the ventilation to minimise garbage odours entering the car park and/or dwellings.

(n) Show how waste bins will be taken to the point of waste collection.

(o) Confirm that waste shall be collected within the development.

(p) If the waste is to be collected from within the development, specify the size of the collection vehicle and demonstrate:

(i) sufficient head-height clearance is available for access and collection; and

(ii) through swept path diagrams that the specified vehicle can enter and exit the site conveniently in a forward direction, where practicable and unless otherwise as agreed in writing, except for the waste loading dock for Building E which requires entry by reversing vehicles.

The requirements of the approved Waste Management Plan must be implemented and complied with to the satisfaction of the Responsible Authority.

The collection of waste from the site must be by private collection, unless with the prior written consent of the Responsible Authority.

Waste storage and collection must not affect the amenity of the surrounding area.

Waste storage and collection must not cause any interference with the circulation and parking of vehicles on abutting streets.

Wind Report

27. Before plans are endorsed under Condition 1 of this Permit, a wind report to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. The Wind Report must be prepared by a suitably qualified person and generally in accordance with the Expert Environmental Wind Conditions Evidence

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prepared by Michael Eaddy of MEL Consultants dated February 2022. The report must demonstrate comfortable pedestrian walking wind conditions at the ground level footpaths and acceptable wind conditions to all balconies and communal open space to the satisfaction of the Responsible Authority. When approved, the Wind Report will be endorsed and will form part of this permit.

28. The Wind Report must include a review of the likely impact of the buildings on wind around the ground level perimeter of the buildings and provide recommendations with respect to mitigating these wind effects.

29. The recommendations of the approved Wind Report must be implemented:

    (a) At no cost to the Responsible Authority.

    (b) No reliance on the provision of street trees for wind mitigation.

    (c) Any reliance on the provision of vertical baffles on public land must be approved by all relevant authorities and land managers, and the Responsible Authority.

    (d) Consent and the appropriate approvals must be obtained from Darebin City Council for all wind amelioration features protruding into or over public land.

30. The provisions, recommendations and requirements of the approved Wind Report must be implemented and complied with to the satisfaction of the Responsible Authority.

Car Parking Management Plan

31. Prior to the occupation of the development, a Car Parking Management Plan must be submitted to and approved by the Responsible Authority which should address:

    (a) Details of how the resident parking spaces at Basement Level 1 that are co-located with public/retail parking spaces will be reserved for residents only and how security of resident parking spaces will be achieved and maintained.

    (b) Preference and priority must be given to residential parking spaces in Basement Level 1 and Basement Level 2 to the residents of dwellings located nearest to each Tower's lift/stair lobby.

    (c) Mechanisms to prevent left turn out of trucks (to head east on Separation Street) from the loading dock.

    (d) Pedestrian crossing at the loading dock driveway.

    (e) Wayfinding signage must be provided to direct visitors to the internal bicycle parking storage room.

    (f) All visitor and employee bicycle spaces must comply with the clearance and access-way requirements of AS2890.3.

    (g) The secure bicycle parking areas must provide for:

        (i) A door to be sliding variety; and

        (ii) A door to enable automatic opening (ie. via a button).

    (h) Bicycle parking provided on Basement 1 Level for the retail/commercial uses.

    (i) Visitor bicycle parking provided at ground level.

Car parking access and layout and access to be constructed and maintained

32. The accessways and areas set aside for car parking must be constructed, delineated and clearly line-marked to indicate each car space and the direction in which vehicles must proceed along the accessways, in conformity with the endorsed plans. Accessways and parking areas must be kept available for these purposes at all times and maintained to the satisfaction of the Darebin City Council.

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Parking and loading

33. The parking, loading and unloading areas shown on the endorsed plans must be kept available for that use at all times and the car parking spaces and accessways must not be obstructed or otherwise rendered inaccessible.

Confirmation of Ground floor Levels

34. At the completion of the constructed ground floor level(s), and before the starting of the building frame or walls, a report prepared by a licensed land surveyor to the satisfaction of the Responsible Authority must be submitted to the Responsible Authority, confirming the ground floor level(s). The report must be submitted to the Responsible Authority no later than 7 days from the date of the inspection.

    The development must not be occupied until a report prepared by a licensed land surveyor to the satisfaction of the Responsible Authority is submitted to the Responsible Authority, confirming the floor level(s).

Building appurtenances and services

35. All building plant and equipment on the roofs and common areas are to be concealed to the satisfaction of the Responsible Authority. The construction of any additional plant machinery equipment, including but not limited to, ducts, flues, all exhausts including car parking and communications equipment shall be to the satisfaction of the Responsible Authority.

36. Any satellite dish, antennae or similar structure associated with the development must be designed and located at a single point in the development to the satisfaction of the Responsible Authority, unless otherwise approved to the satisfaction of the Responsible Authority.

37. All service pipes, apart from roof down pipes, must be concealed from the view of a person at the ground level within common areas, public thoroughfares and adjoining properties.

Department of Transport

38. Before the development starts, excluding demolition, excavation, piling and site preparation works, amended plans must be submitted to and approved by the Responsible Authority in consultation with the Head, Transport for Victoria. The plans must be drawn to scale with dimensions and an electronic copy must be provided. The plans must be generally in accordance with the plans submitted with the application but modified to show:

    (a) Separation Street Bus Stop (ID: 4783).

    (b) New/updated bus stop (indented) and all associated infrastructure in an agreed location on Separation Street outside the development site.

    (c) A new shelter and barrier kerb as required.

    (d) The inclusion of Passenger Information Displays (PIDS) in the vicinity of the bus stop (if required).

    (e) The bus stop clear of any street furniture and obstacles; and

    (f) A design compliant with the *Disability Discrimination Act 1992* (Cth),

    all to the satisfaction of the Head, Transport for Victoria.

Public Transport (Bus Stop Works)

39. If the existing bus stop on Separation Street (development side) cannot be used during the demolition and construction of the development, a temporary bus stop must be

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provided in an alternative location at no cost and to the satisfaction of the Head, Transport for Victoria.

40. Any request for written consent to disrupt bus operations or a temporary bus stop on Separation Street during the demolition and construction of the development must be submitted to and approved by the Head, Transport for Victoria not later than 8 weeks prior to the planned disruption / temporary bus stop relocation and must detail measures that will occur to mitigate the impact of the planned disruption or temporary bus stop.

Prior to Occupation

41. Prior to the occupation of the development, all works outlined on the endorsed plans for the updated bus stops, must be completed at no cost to and to the satisfaction of the Head, Transport for Victoria. Any temporary bus stop (if required) must be removed and the site reinstated to the satisfaction of the Head, Transport for Victoria.

Green Travel Plan

42. Prior to the occupation of the development, a Green Travel Plan must be submitted to and approved by the Responsible Authority in consultation with the Head, Transport for Victoria. The Green Travel Plan must include, (but is not limited to), the following:

    (a) objectives for the Plan;

    (b) the objectives must be linked to measurable targets, actions and performance indicators;

    (c) a description of the existing active private and public transport context;

    (d) initiatives that would encourage residents, employees and visitors to the development to utilise active private and public transport and other measures that would assist in reducing the amount of private vehicle traffic generated by the site including end of trip facilities;

    (e) timescale and costs for each action;

    (f) the funding and management responsibilities, including identifying a person(s) responsible for the implementation of actions;

    (g) a wayfinding plan for the development site to public transport services and key destinations, and

    (h) a monitoring and review plan requiring annual review for at least five years.

43. The Green Travel Plan when approved must be implemented and complied with to the satisfaction of and at no cost to the Responsible Authority.

Lighting

44. Before the building is occupied, or by such later date as approved in writing by the Responsible Authority, external lighting capable of illuminating accesses to the car park, dwelling entrances and the residential lobby must be provided within the property boundary. Lighting must be:

    (a) located;

    (b) directed;

    (c) shielded; and

    (d) of limited intensity,

    to the satisfaction of the Responsible Authority.

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Construction Management Plan

45. Before the development commences, a construction management plan to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plan will be endorsed and will form part of this permit. The plan must provide for:

    (a) A pre-conditions survey (dilapidation report) of the land and all adjacent Council roads frontages and nearby road infrastructure.

    (b) Works necessary to protect road, gas and other infrastructure, including the gas monitoring infrastructure that is on the review site and related to the proximity of the review site to a former landfill.

    (c) Remediation of any damage to road and other infrastructure.

    (d) Containment of dust, dirt and mud within the land and method and frequency of clean up procedures to prevent the accumulation of dust, dirt and mud outside the land.

    (e) Facilities for vehicle washing, which must be located on the land.

    (f) The location of loading zones, site sheds, materials, cranes and crane/hoisting zones, gantries and any other construction related items or equipment to be located in any street.

    (g) Site security.

    (h) Management of any environmental hazards including, but not limited to:

        (i) contaminated soil.

        (ii) materials and waste.

        (iii) dust.

        (iv) stormwater contamination from run-off and wash-waters.

        (v) sediment from the land on roads.

        (vi) washing of concrete trucks and other vehicles and machinery.

        (vii) spillage from refuelling cranes and other vehicles and machinery.

    (i) The construction program.

    (j) Preferred arrangements for trucks delivering to the land, including delivery and unloading points and expected duration and frequency.

    (k) Measures to ensure that all work on the land will be carried out in accordance with the construction management plan.

    (l) An outline of requests to occupy public footpaths or roads, or anticipated disruptions to local services.

    (m) An emergency contact that is available for 24 hours per day for residents and the Responsible Authority in the event of relevant queries or problems experienced.

    (n) The provision of a traffic management plan to comply with the provisions of AS 1742.3-2002 Manual of uniform traffic control devices - Part 3: Traffic control devices for works on roads.

    (o) Contact details to be prominently displayed on site to enable any complaints in relation to the construction of the development to be communicated to the Builder/Owner.

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(p) Except with the prior written consent of the Responsible Authority, demolition or construction works must not be carried out:

(i) Monday to Friday (excluding public holidays) before 7:00am or after 6:00pm.

(ii) Saturdays and public holidays (other than ANZAC Day, Christmas Day and Good Friday) before 7:00am or after 4:00pm.

(iii) Sundays, ANZAC Day, Christmas Day and Good Friday at any time.

The provisions, recommendations and requirements of the endorsed Construction Management Plan must be implemented and complied with to the satisfaction of the Responsible Authority.

General

46. The amenity of the area must not be detrimentally affected by the use or development, including through:

(a) the transport of materials, goods or commodities to or from land;

(b) the appearance of any buildings, works or materials;

(c) the emission of noise, artificial light, vibration, smell, fumes, smoke, vapour, steam, soot, ash, dust, waste water, waste products, grit or oil, or

(d) the presence of vermin.

to the satisfaction of the Responsible Authority.

47. Finished floor levels shown on the endorsed plans must not be altered or modified without the prior written consent of the Responsible Authority.

48. All buildings and works must be maintained in good order and appearance to the satisfaction of the Responsible Authority.

49. Before the building is occupied, or by such later date as approved in writing by the Responsible Authority, all new on-boundary walls must be cleaned and finished to the satisfaction of the Responsible Authority.

50. All pipes, fixtures, fittings and vents servicing any building on the land must be concealed in service ducts or otherwise hidden from view to the satisfaction of the Responsible Authority.

Hours of Use

51. The liquor outlet may operate only between the hours of 9:00am to 11:00pm Monday to Sunday.

Reticulated Gas Connection

52. Any new apartment development allowed by this permit must not be connected to a reticulated gas service (within the meaning of Clause 53.03 of the Darebin Planning Scheme). This condition continues to have force and effect after the development authorised by this permit has been completed.

Development Contributions Levy

53. Prior to the issue of a Building Permit in relation to the development approved by this permit, a Community Infrastructure Levy and/or Development Infrastructure Levy must be paid to Darebin City Council in accordance with the approved Development Contributions Plan Overlay.

Staging

54. Concurrently with the submission of amended plans in accordance with Condition 1 of this Permit, a staging plan must be submitted to the Responsible Authority for approval.

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Once development of a specific stage has started, it must be continued and constructed in accordance with the staging plan endorsed as part of this permit, unless the prior consent of the Responsible Authority is obtained via a variation. Prior to the occupation of any stage of the development, all buildings and works and landscaping specified in the permit for that stage as outlined within the endorsed staging plan, must be completed to the satisfaction of the Responsible Authority.

Permit expiry

55. This permit will expire if:

(a) The development of at least one stage is not started within three years of the date of this permit;

(b) The final stage of the development is not completed within six years of the date of this permit; or

(c) The use permitted is not started within two years of the completion of the relevant stage.

In accordance with section 69 of the *Planning and Environment Act 1987*, an application may be submitted to the responsible authority for an extension of the periods referred to in this condition.

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

VOLUME 09645 FOLIO 454 Security no : 124138602319J
Produced 15/09/2026 12:06 PM

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 124227.
PARENT TITLE Volume 09246 Folio 827
Created by instrument L848481U 22/08/1985

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
DAREBIN CITY COUNCIL of 274 GOWER STREET PRESTON VIC 3072
AR276288M 24/07/2018

ENCUMBRANCES, CAVEATS AND NOTICES

CAVEAT as to part AB266877M 09/05/2002
Caveator
CITIPOWER PTY
Grounds of Claim
LEASE WITH THE FOLLOWING PARTIES AND DATE.
Parties
THE REGISTERED PROPRIETOR(S)
Date
08/05/2002
Estate or Interest
LEASEHOLD ESTATE
Prohibition
ABSOLUTELY
Lodged by
CITIPOWER PTY LTD
Notices to
CITIPOWER LIMITED of LEVEL 15 624 BOURKE STREET MELBOURNE VIC 3000

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 or imaged folio set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE LP124227 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: 56 BRICKWORKS LANE NORTHCOTE VIC 3070

ADMINISTRATIVE NOTICES

NIL

eCT Control REGISTRAR OF TITLES
Effective from 12/06/2025

DOCUMENT END

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Number of Pages (excluding this cover sheet)	**3**
Document Assembled	**15/09/2026 14:20**

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PLAN OF SUBDIVISION OF

PART OF CROWN PORTIONS 107, 112 & 122
PARISH OF JIKA JIKA
COUNTY OF BOURKE

SCALE 25 0 10 20 30 40 50 100

V. 9246 F. 827

CHART NO. 157 / 158

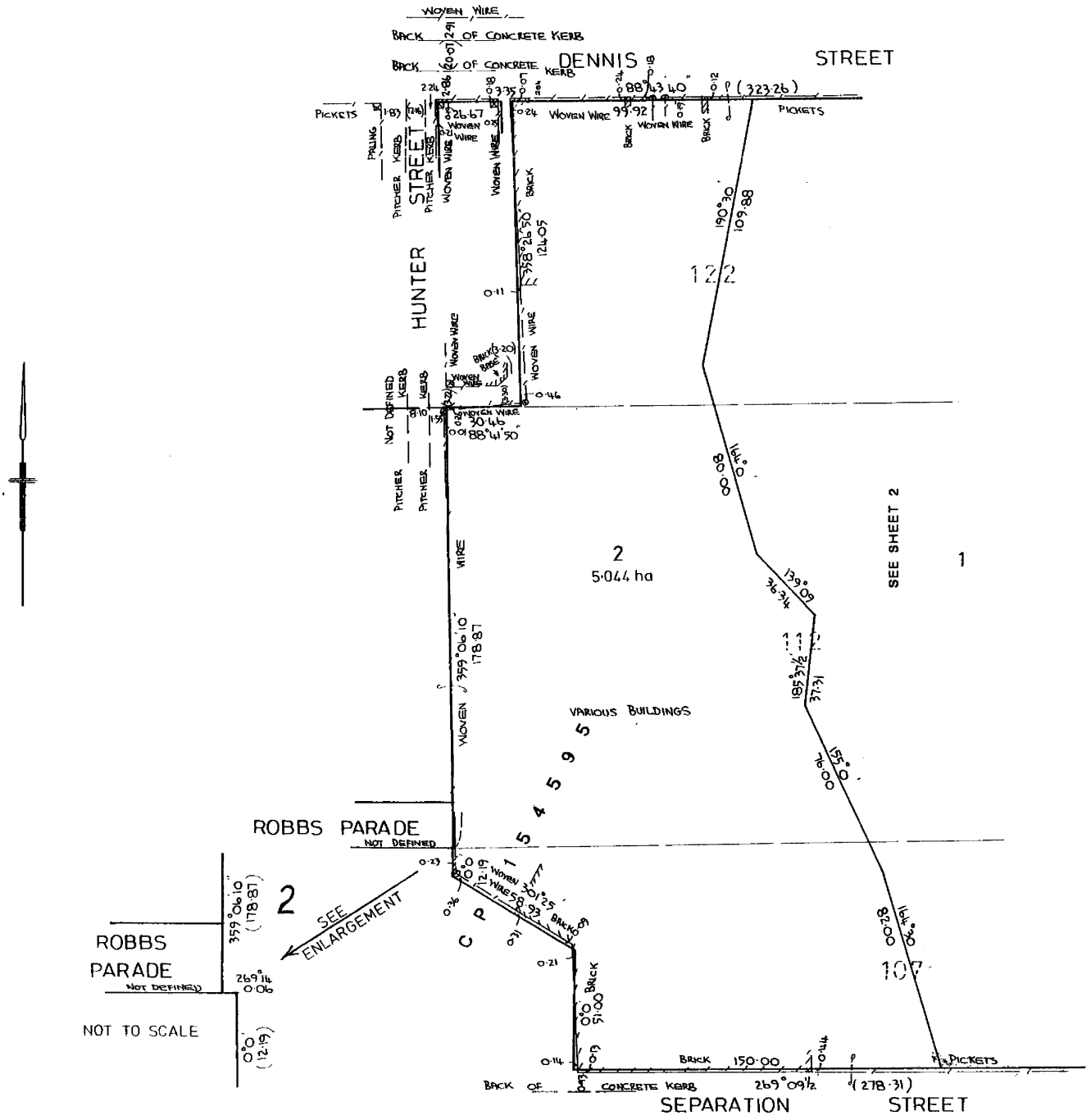
.....2.....SHEETS
SHEET.....1.....

LP124227

EDITION 3

APPROVED 7 / 178

NOTE: ROAD WIDTHS NOT TO SCALE



Easement Reference	Purpose / Authority	Width (metres)	Origin	Land benifited / In favour of
E-1	ANY EASEMENTS	See Diag	See V.2319 F.669	Unspecified
E-2	CARRIAGE WAY	See Diag	AC984556U	Queen Elizabeth II
E-2 & E-3	CARRIAGEWAY	SEE DIAG.	AF622160T	COMMON PROPERTY ON SP27953

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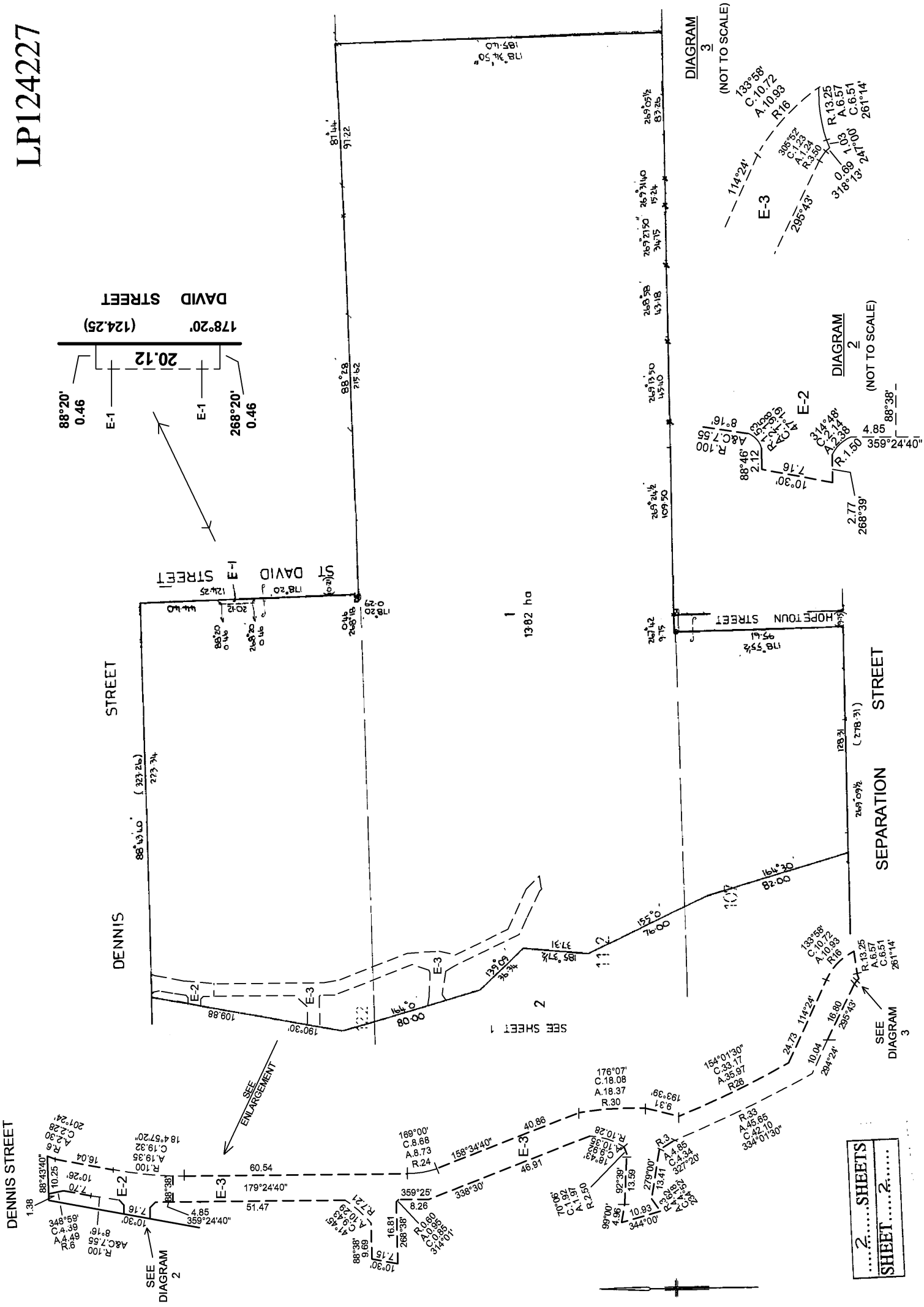
LP124227



MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

WARNING: THE IMAGE OF THIS PLAN/DOCUMENT HAS BEEN DIGITALLY AMENDED. NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL PLAN/DOCUMENT.

PLAN NUMBER

LPI24227

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	TIME	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
LOT 1	E-2	CREATION OF EASEMENT	AC984556U			2	TT.O.
LOT 1	E-2 & E-3	CREATION OF EASEMENT	AF622160T	12/02/08		3	N.L.H.

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PLAN OF STRATA SUBDIVISION

EDITION 8

SP027953L

LOCATION OF LAND

PARISH:	JIKA JIKA
TOWNSHIP:	-
SECTION:	-
CROWN ALLOTMENT:	2154 (PART)
CROWN PORTION:	107(PART), 112 (PART) & 122 (PART)
TITLE REFERENCE:	VOL. 9504 FOL. 173
LAST PLAN REFERENCE:	C.P. 154595
DEPTH LIMITATION:	15 METRES BELOW THE SURFACE (C.A. 2154 ONLY)
POSTAL ADDRESS:	25 SEPARATION STREET, NORTHCOTE. 3070.

FOR CURRENT OWNERS CORPORATION DETAILS AND ADDRESS FOR SERVICE OF NOTICE SEE OWNERS CORPORATION SEARCH REPORT

SURVEYOR'S CERTIFICATE
Surveyor: MARK OSWALD STANSFIELD
Certification Date: 14/12/1987

SEAL OF MUNICIPALITY AND ENDORSEMENT
Sealed pursuant to Section 6 (1) of the Strata Titles Act 1967
by CITY OF NORTHCOTE on 24/12/1987

REGISTERED DATE: 13/04/1988

PLAN UPDATED BY REGISTRAR IN AN661031Q 04/01/2023

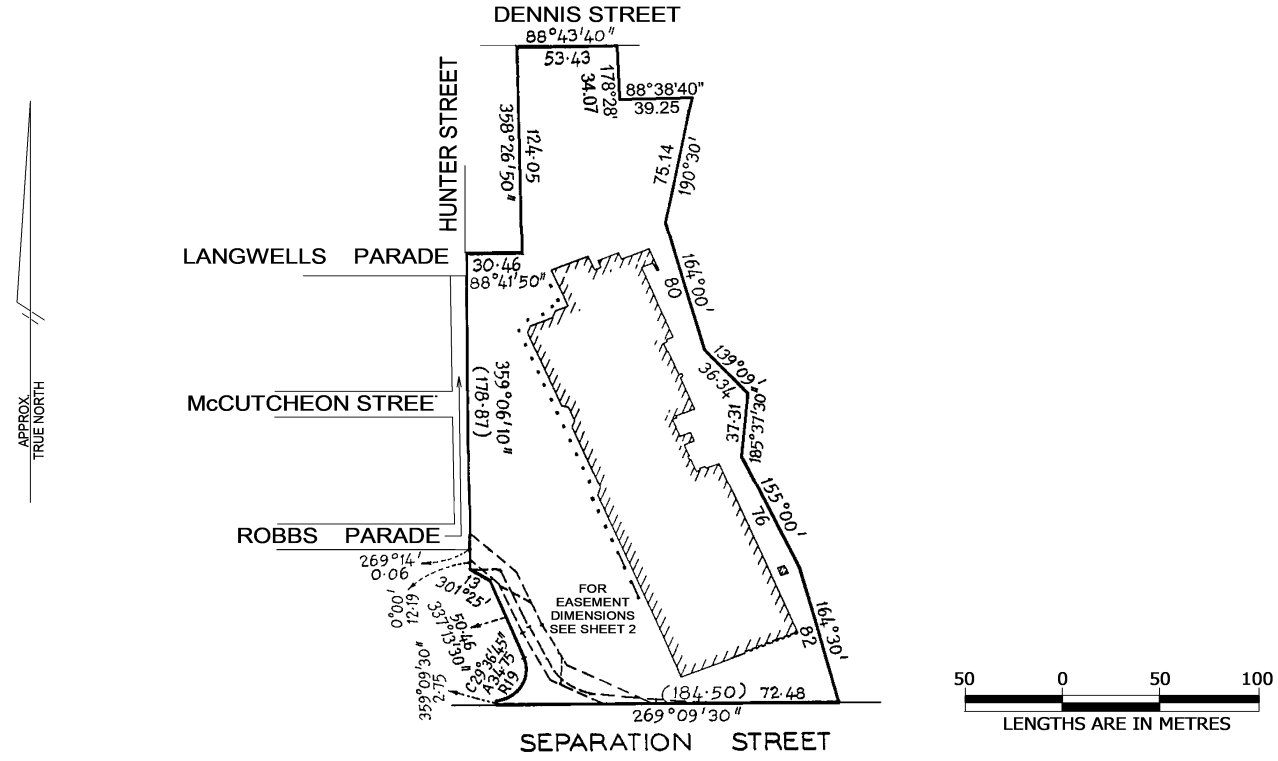

DIAGRAM SHOWING THE EXTERNAL BOUNDARIES OF THE SITE AND THE LOCATION IN RELATION THERETO AT GROUND LEVEL OF ALL BUILDINGS IN THE PARCEL

EASEMENT INFORMATION

LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

ENCUMBRANCES REFERRED TO IN SECTION 12 (2) OF THE SUBDIVISION ACT 1988 APPLY TO ALL THE LAND IN THIS PLAN

Easement Reference	Purpose	Width	Origin	Land Benefitted /In Favour Of	Plan Parcel Affected
FOR EASEMENT INFORMATION SEE SHEET 2					

MEASUREMENTS ARE IN METRES

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PLAN OF STRATA SUBDIVISION

SP027953L

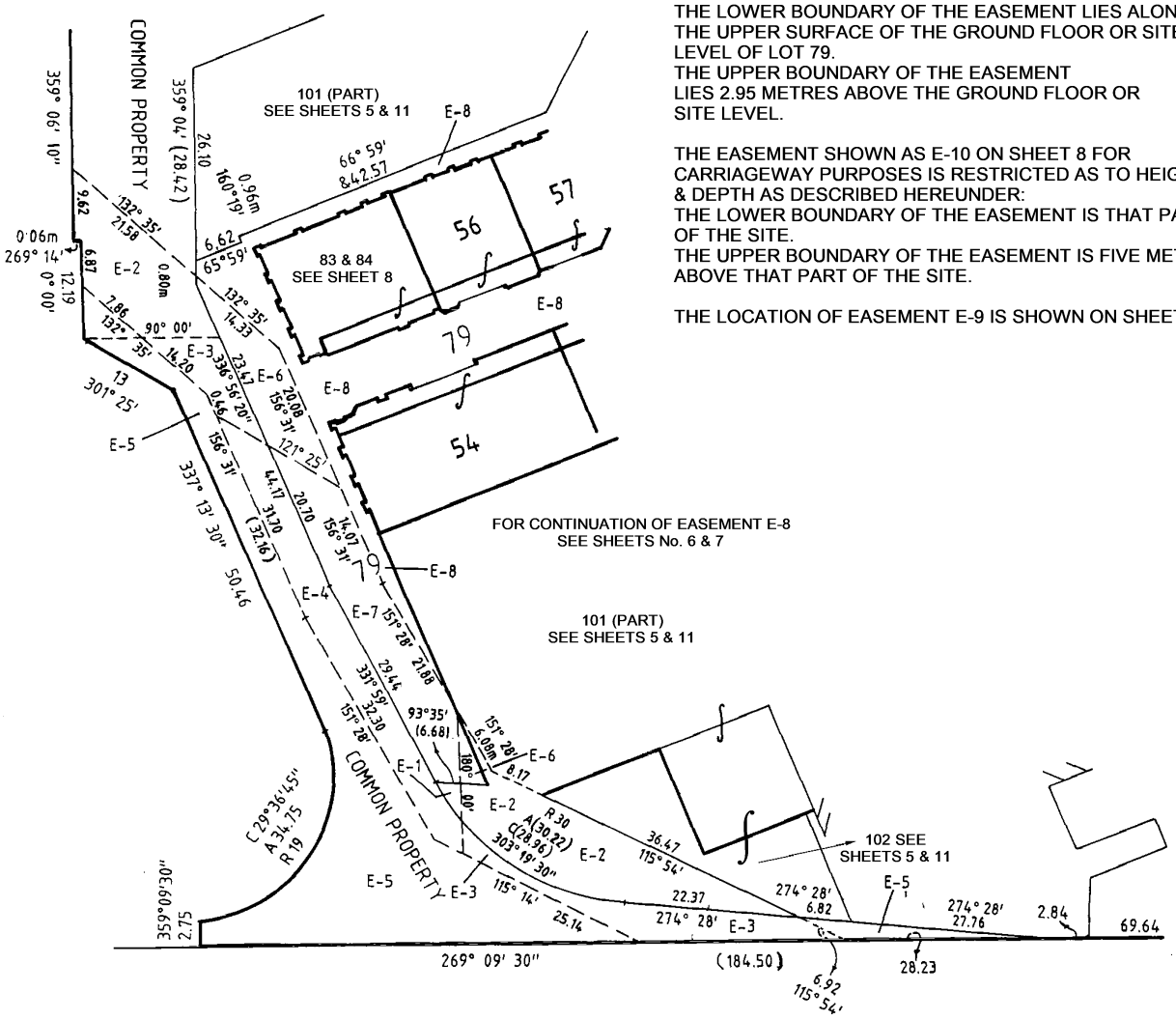
EASEMENT INFORMATION

LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

ENCUMBRANCES REFERRED TO IN SECTION 12 (2) OF THE SUBDIVISION ACT 1988 APPLY TO ALL THE LAND IN THIS PLAN

Easement Reference	Purpose	Width	Origin	Land Benefitted /In Favour Of	Plan Parcel Affected
E-1,E-4 & E-7	TRANSMISSION OF ELECTRICITY	SEE DIAG.	INST. K103115	S.E.C.V.	LOT 79 & CP
E-2,E-3 & E-6	TRANSMISSION OF ELECTRICITY	SEE DIAG.	INST. K103116	S.E.C.V.	LOT 79 & CP
E-3,E-4 & E-5	CARRIAGEWAY	SEE DIAG.	N213279W	VOL.8885 FOL308, VOL.8215 FOL.560, VOL.8215 FOL.561&VOL.9799 FOL.829	COMMON PROPERTY
E-6,E-7 & E-8	CARRIAGEWAY (LIMITED AS TO HEIGHT & DEPTH, SEE NOTATION)	SEE DIAG.	W444698K (SEC. 32 SUBDIVISION ACT 1988)	LOTS 52 TO 54, 46 TO 73, 76, 80, 81, 83 & 84	LOT 79
E-9	CARRIAGEWAY (SEE NOTATION)	7.13	SP027953L/D5	LOT 87 ON SP027953L/D5	COMMON PROPERTY
E-10	CARRIAGEWAY (LIMITED AS TO HEIGHT & DEPTH, SEE NOTATION)	SEE DIAG.	SP027953L/D8	LOTS ON PS614439G	COMMON PROPERTY

EASEMENT DIAGRAM



NOTATIONS:
THE EASEMENT SHOWN AS E-6, E-7 & E-8 CREATED IN W444698K (SEC. 32 SUBD. ACT 1988) IS RESTRICTED AS TO HEIGHT & DEPTH AS DESCRIBED HEREUNDER AND SHOWN IN CROSS SECTIONS ON SHEETS 9 & 10.
THE LOWER BOUNDARY OF THE EASEMENT LIES ALONG THE UPPER SURFACE OF THE GROUND FLOOR OR SITE LEVEL OF LOT 79.
THE UPPER BOUNDARY OF THE EASEMENT LIES 2.95 METRES ABOVE THE GROUND FLOOR OR SITE LEVEL.

THE EASEMENT SHOWN AS E-10 ON SHEET 8 FOR CARRIAGEWAY PURPOSES IS RESTRICTED AS TO HEIGHT & DEPTH AS DESCRIBED HEREUNDER:
THE LOWER BOUNDARY OF THE EASEMENT IS THAT PART OF THE SITE.
THE UPPER BOUNDARY OF THE EASEMENT IS FIVE METRES ABOVE THAT PART OF THE SITE.

THE LOCATION OF EASEMENT E-9 IS SHOWN ON SHEET 8.

MEASUREMENTS ARE IN METRES

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PLAN OF STRATA SUBDIVISION | SP027953L

LEGEND

THE UPPER BOUNDARY OF LOTS 3 TO 20, 22 TO 27, 30 TO 37, 43 TO 45 & 78 LIES WITHIN THE CEILING OF THAT PART OF THE BUILDING OF THE RELEVANT LOT.
THE LOWER BOUNDARY OF THESE LOTS LIES WITHIN THE FLOOR OF THAT PART OF THE BUILDING .

THE LOWER BOUNDARY OF LOTS 39 & 40 LIES WITHIN THE FLOOR OF THAT PART OF THE BUILDING OF THE RELEVANT LOT.
THE UPPER BOUNDARY OF THESE LOTS IS THREE METRES ABOVE ITS LOWER BOUNDARY.

FOR UPPER AND LOWER BOUNDARIES OF LOTS 52 TO 54, 56 TO 73, 79, 81 & 83 TO 87: SEE CROSS SECTIONS ON SHEETS 9 & 10.

FOR UPPER AND LOWER BOUNDARIES OF LOTS 88 TO 98: SEE CROSS SECTIONS ON SHEET 10

LOTS 99 & 100 ARE UNLIMITED AS TO UPPER AND LOWER BOUNDARIES: SEE CROSS SECTION AA - AA' ON SHEET 11.

LOTS 101 & 102 ARE PARTLY UNLIMITED AS TO UPPER AND LOWER BOUNDARIES : SEE COSS SECTION Z - Z' ON SHEET 11.

NO LOT IS AN ACCESSORY LOT.

COMMON PROPERTY IS ALL OF THE LAND IN THE PLAN EXCEPT THE LOTS AND MAY INCLUDE LAND ABOVE AND BELOW THE LOTS. COMMON PROPERTY MAY BE SHOWN AS "CP" ON DIAGRAMS.

ALL INTERNAL CABLES, SERVICE DUCTS, PIPES, COLUMNS & SHAFTS ARE DEEMED TO BE PART OF THE COMMON PROPERTY.
THE LOCATION OF THESE SERVICES HAVE NOT NECESSARILY BEEN SHOWN ON THIS PLAN.

BOUNDARIES DEFINED BY STRUCTURE OR BUILDING ARE SHOWN AS THICK CONTINUOUS LINES.
LOCATION OF BOUNDARIES DEFINED BY STRUCTURE OR BUILDING:
EXTERIOR FACE OF WALL - BOUNDARIES MARKED 'E'.
TOPMOST SURFACE OF CONCRETE SLAB - BOUNDARIES MARKED 'T'.
UNDERSIDE OF CONCRETE SLAB - BOUNDARIES MARKED 'U'
MEDIAN - ALL OTHER BOUNDARIES

AHD DERIVED FROM MMB 1310 RL 42.39 AHD DATE 27/08/1996.

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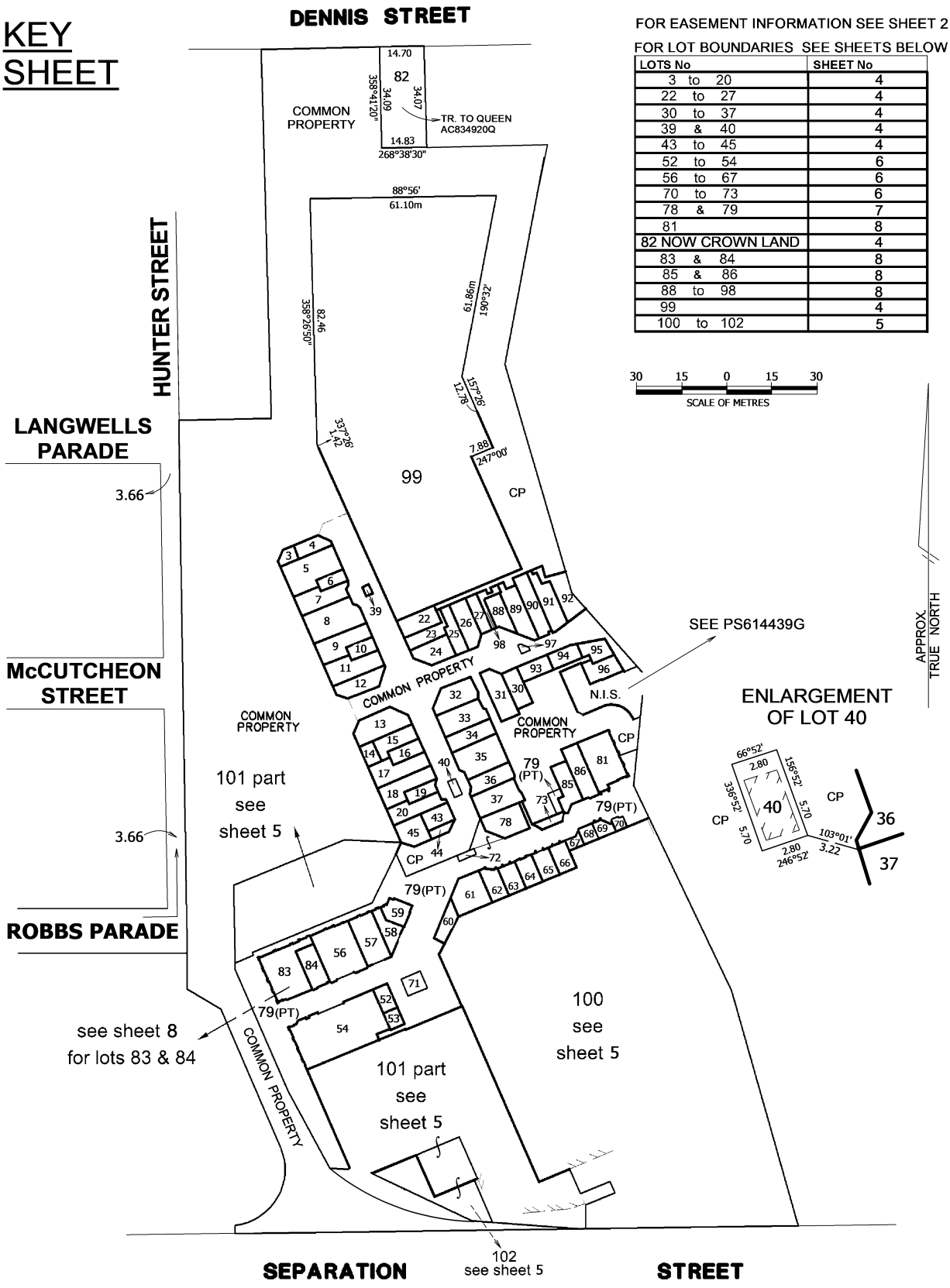
PLAN OF STRATA SUBDIVISION

SP027953L

KEY SHEET



FOR EASEMENT INFORMATION SEE SHEET 2

FOR LOT BOUNDARIES SEE SHEETS BELOW

LOTS No	SHEET No
3 to 20	4
22 to 27	4
30 to 37	4
39 & 40	4
43 to 45	4
52 to 54	6
56 to 67	6
70 to 73	6
78 & 79	7
81	8
82 NOW CROWN LAND	4
83 & 84	8
85 & 86	8
88 to 98	8
99	4
100 to 102	5

30 15 0 15 30
SCALE OF METRES

MEASUREMENTS ARE IN METRES

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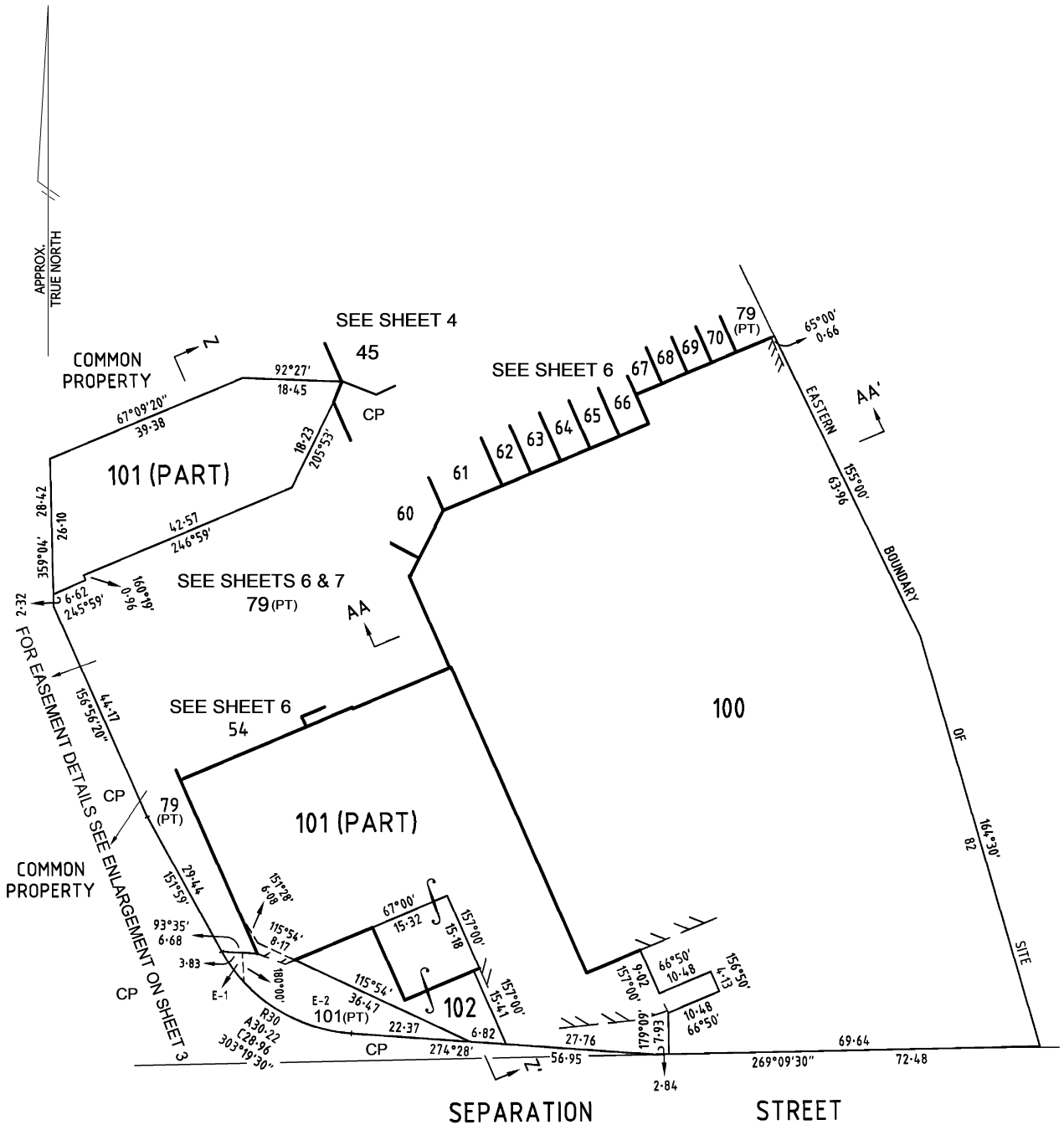
PLAN OF STRATA SUBDIVISION

SP027953L



MEASUREMENTS ARE IN METRES

SHEET 5

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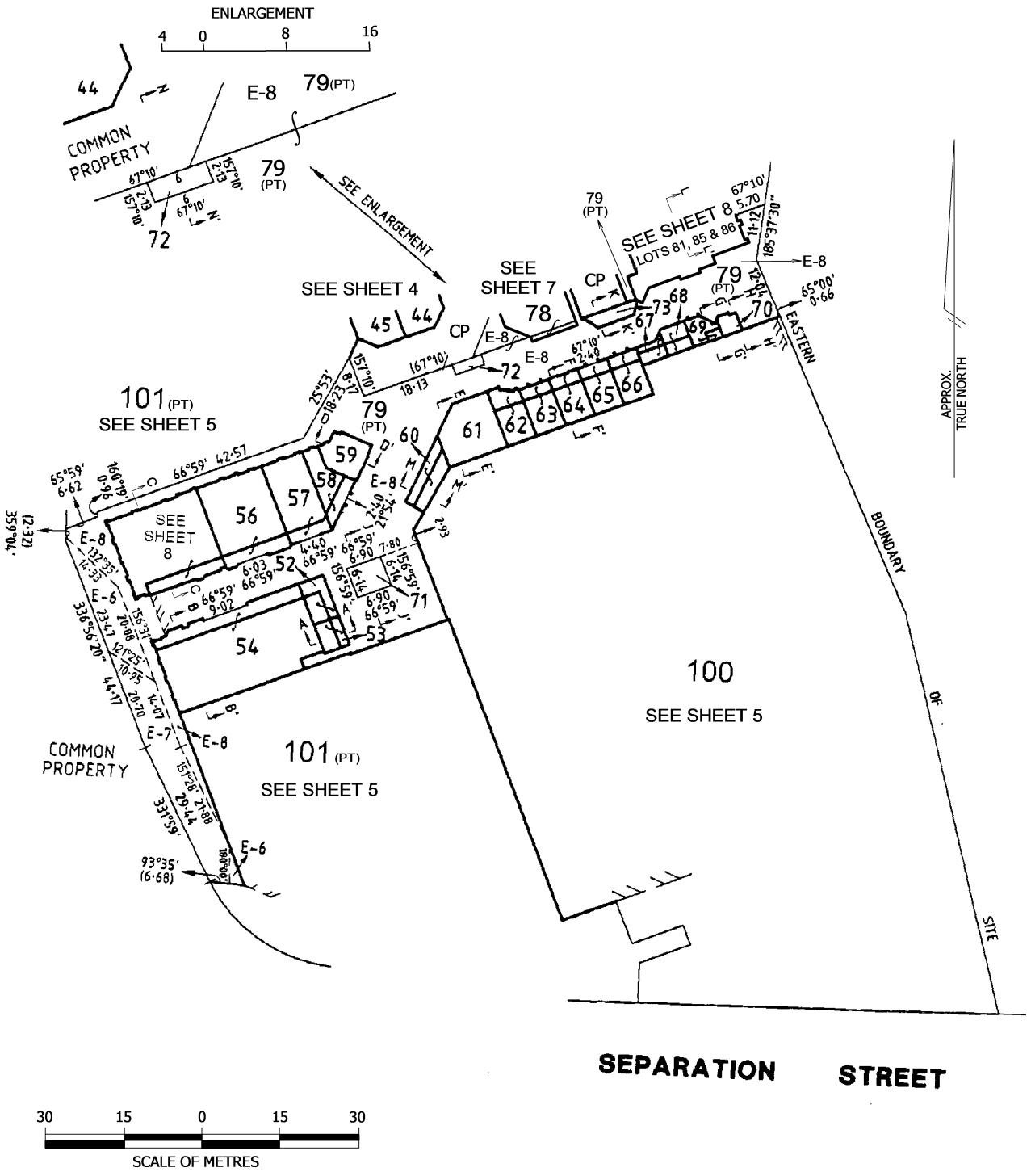
PLAN OF STRATA SUBDIVISION

SP027953L



MEASUREMENTS ARE IN METRES

SHEET 6

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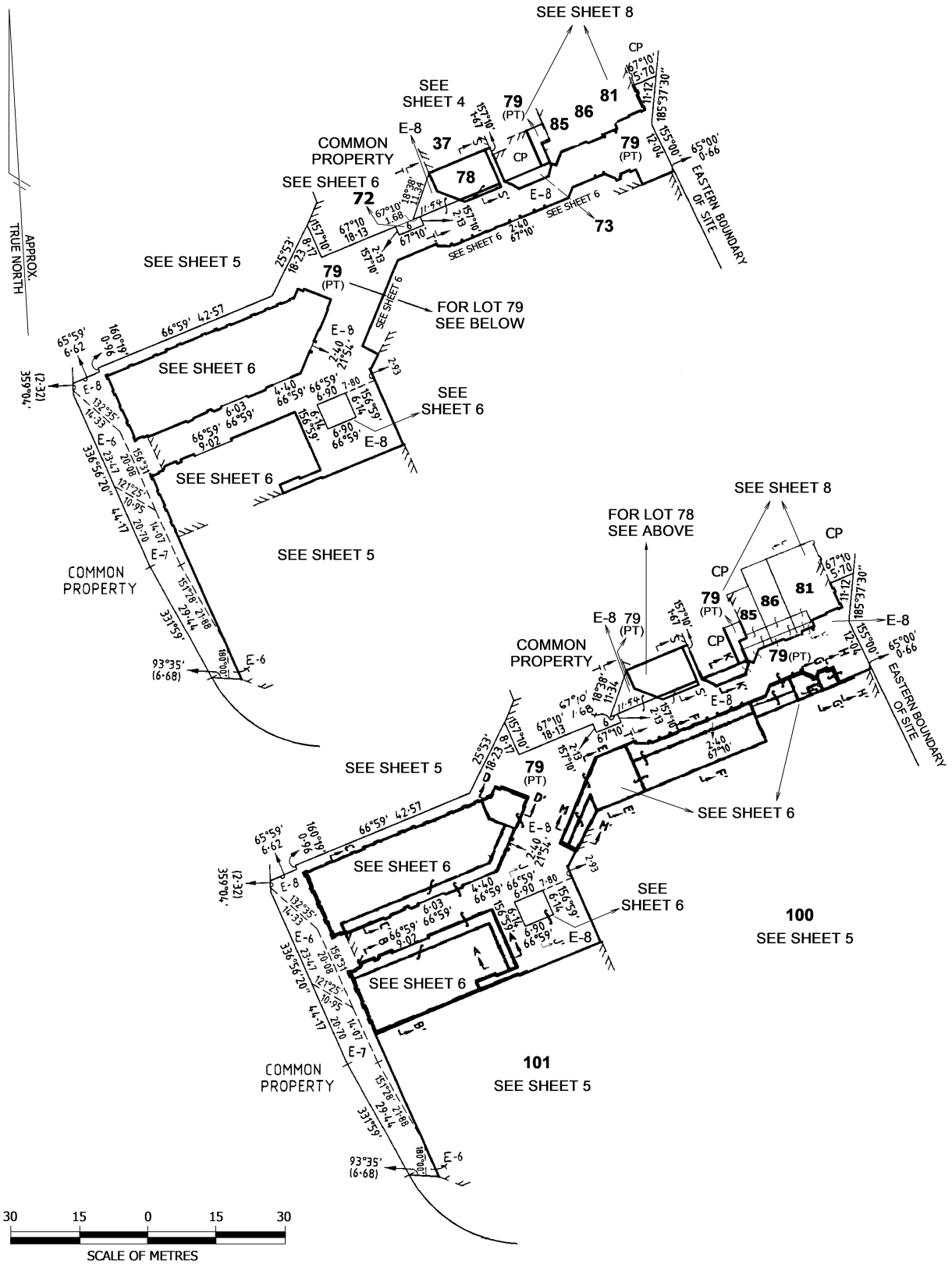
PLAN OF STRATA SUBDIVISION

SP027953L



MEASUREMENTS ARE IN METRES

SHEET 7

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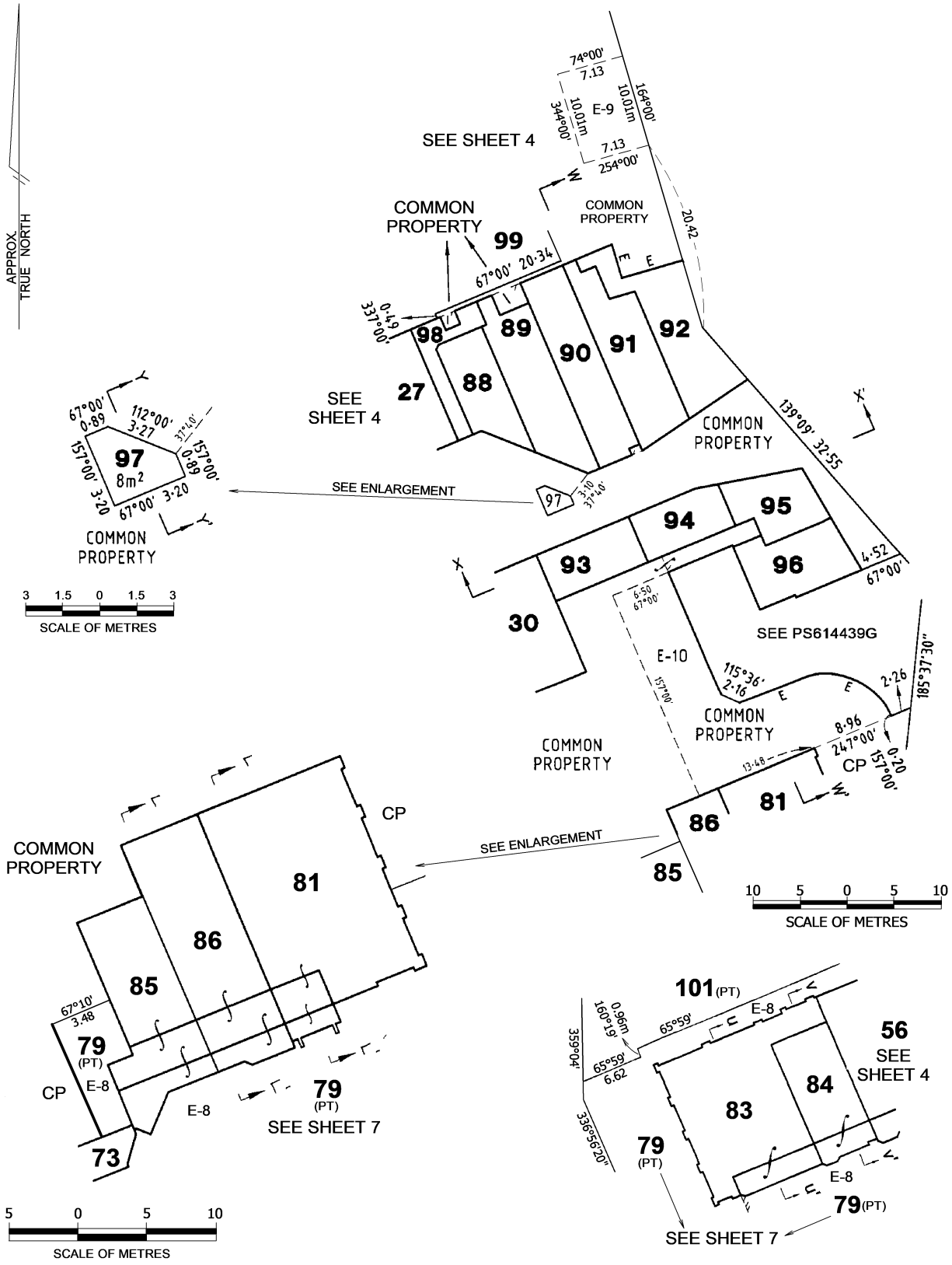
PLAN OF STRATA SUBDIVISION

SP027953L



MEASUREMENTS ARE IN METRES

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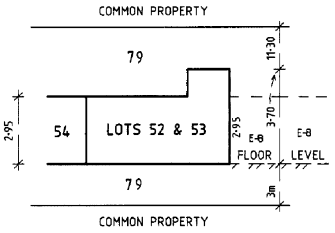
PLAN OF STRATA SUBDIVISION

SP027953L

CROSS SECTION A-A'
NOT TO SCALE



CROSS SECTION B-B'
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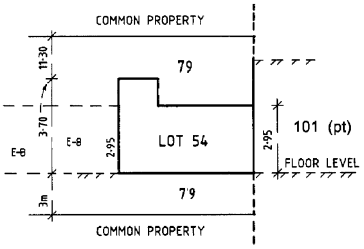
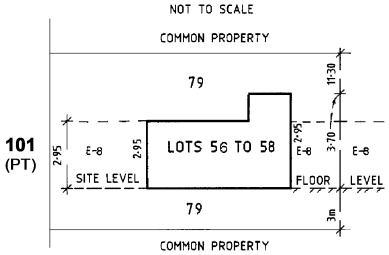


CROSS SECTION C-C'
NOT TO SCALE



CROSS SECTION D-D'
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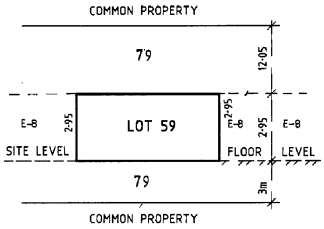
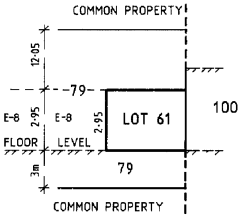
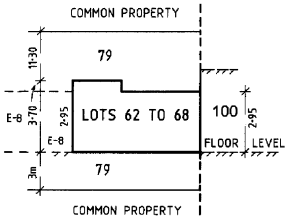


CROSS SECTION E-E'
NOT TO SCALE



CROSS SECTION F-F'
NOT TO SCALE



CROSS SECTION G-G'
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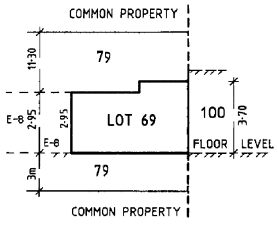
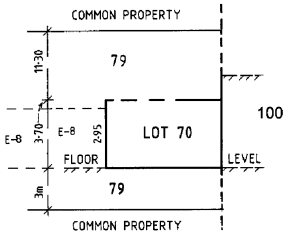


CROSS SECTION H-H'
NOT TO SCALE



CROSS SECTION J-J'
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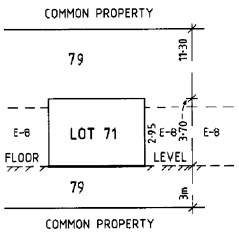

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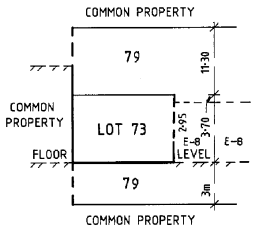
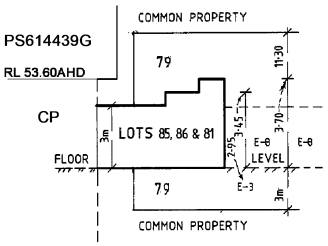
NOT TO SCALE



CROSS SECTION L-L'
NOT TO SCALE



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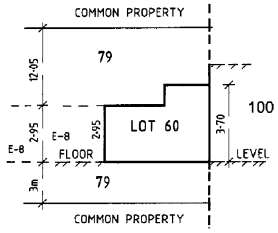
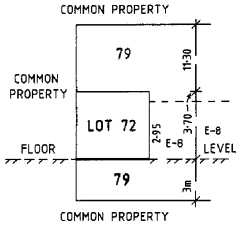


CROSS SECTION N-N'
NOT TO SCALE



CROSS SECTION S-S'
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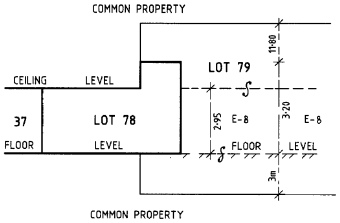

CROSS SECTION T-T'
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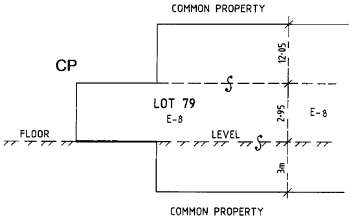

MEASUREMENTS ARE IN METRES

SHEET 9

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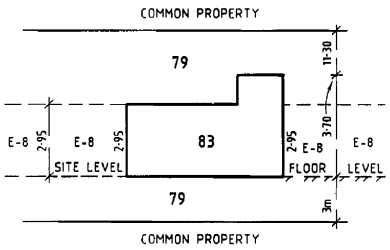
PLAN OF STRATA SUBDIVISION

SP027953L

CROSS SECTION u - u'

NOT TO SCALE



CROSS SECTION v -v'

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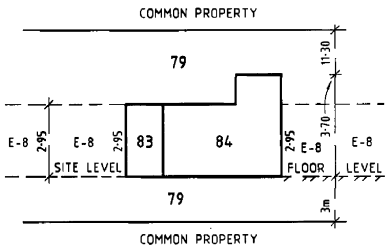

CROSS SECTION W-W'

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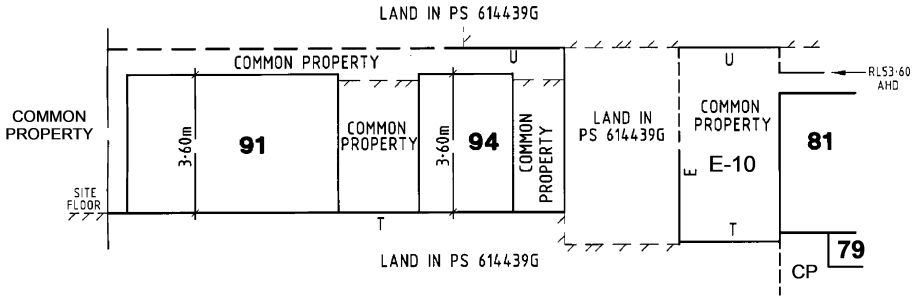
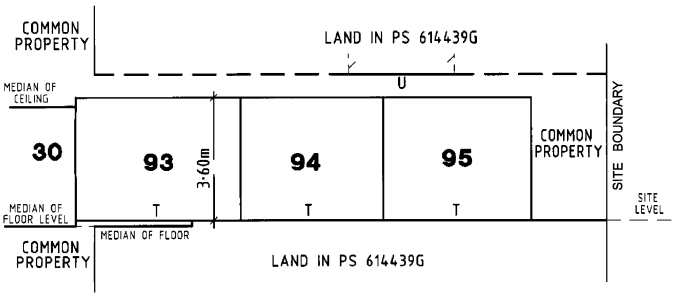


CROSS SECTION X-X'

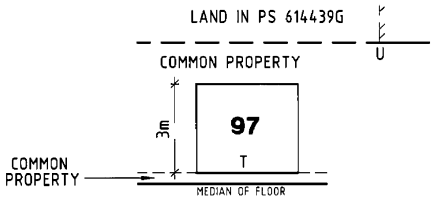
NOT TO SCALE

* TYPICAL FOR LOTS 88 TO 92 (BOTH INCLUSIVE) AND LOTS 96 & 98 *



CROSS SECTION Y-Y'

NOT TO SCALE



LAND IN PS614439G

MEASUREMENTS ARE IN METRES

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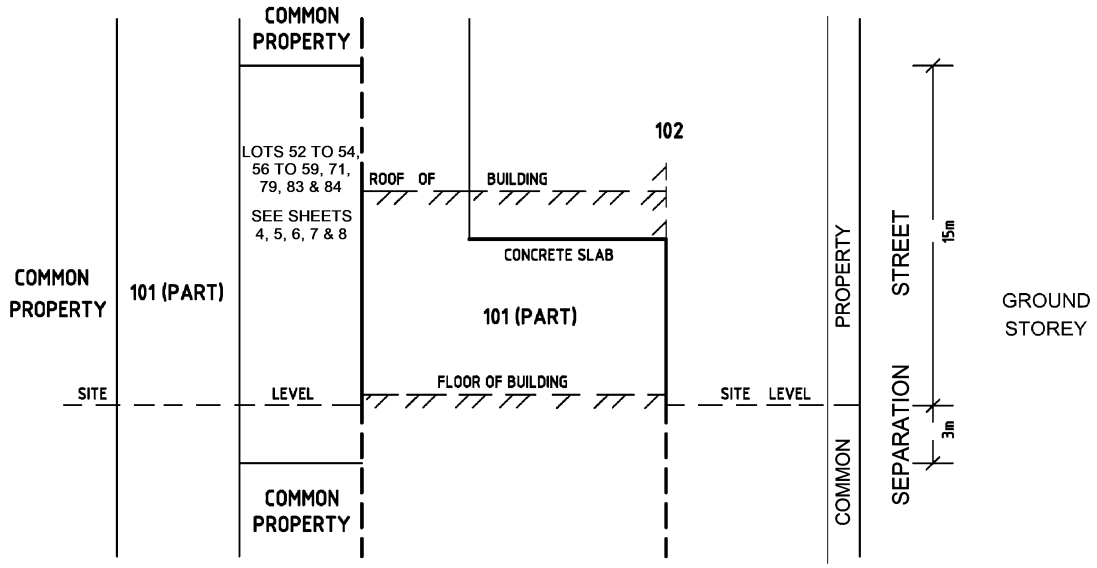
PLAN OF STRATA SUBDIVISION

SP027953L

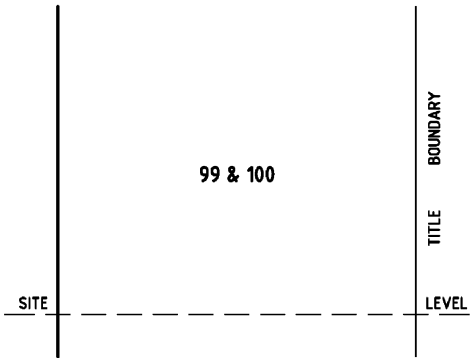
CROSS SECTION Z-Z'

NOT TO SCALE



TYPICAL CROSS SECTION AA-AA'

NOT TO SCALE



MEASUREMENTS ARE IN METRES

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

SHEET 1 OF 2 SHEETS

PLAN NUMBER
SP027953L

WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED. NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL DOCUMENT OF THE REGISTER.

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
LOT 21	LOTS 43, 44 & 45	PLAN AMENDED PURSUANT TO SEC. 32 SUBD. ACT 1988	S138801H	25/01/1993	1	P. MAJOR
THIS PLAN	VOL.10098 FOL.208	C/T TITLE CREATED FOR COMMON PROPERTY	S138801H	11/05/1994	1	
LOT 1	LOTS 46, 47 & 48	PLAN AMENDED PURSUANT TO SEC. 32 SUBD. ACT 1988	V946725X	15/04/1999	1	G.J.N.
LOTS 46, 47 & 48	LOTS 49, 50 & 51	PLAN AMENDED PURSUANT TO SEC. 32 SUBD. ACT 1988	W444697N	02/02/2000	1	G.J.N.
LOT 49	LOTS 52 TO 77	PLAN AMENDED PURSUANT TO SEC. 32 SUBD. ACT 1988	W444698K	02/02/2000	1	G.J.N.
LOTS 38, 77 & PART OF COMMON PROPERTY	LOTS 78 & 79	PLAN AMENDED PURSUANT TO SEC. 32 SUBD. ACT 1988 & REMOVAL OF CARRIAGEWAY EASEMENT OVER LOT 78 (PT)	X281198J	08/03/2001	1	G.J.N.
LOTS 74, 75 & PART OF COMMON PROPERTY	LOTS 80 & 81	PLAN AMENDED PURSUANT TO SEC. 32 SUBD. ACT 1988	X343966T	02/07/2001	1	G.J.N.
COMMON PROPERTY	LOT 82	PLAN AMENDED PURSUANT TO SEC. 32 SUBD. ACT 1988	SP027953L/D1	22/03/2004	1	G. VENN
THIS PLAN		PLAN AMENDED PURSUANT TO SEC. 32 SUBD. ACT 1988 LOT 82 REMOVED FROM OWNERS CORPORATION	SP027953L/D2	15/07/2004	1	G. VENN
LOT 82		TRANSFER TO QUEEN	AC834920Q	03/05/2004	1	
LOT 55	LOTS 83 & 84	PLAN AMENDED PURSUANT TO SEC. 32 SUBD. ACT 1988	SP027953L/D3	30/03/2005	1	REN MARASCO
COMMON PROPERTY	ADDITIONAL CP	PLAN AMENDED PURSUANT TO SEC. 32 SUBD. ACT 1988 LAND ADDED TO COMMON PROPERTY	SP027953L/D4	15/06/2006	2	M.L.E.
COMMON PROPERTY	LOT 87	PLAN AMENDED PURSUANT TO SEC. 32 SUBD. ACT 1988 COMMON PROPERTY SUBDIVIDED AND EASEMENT E-9 CREATED	SP027953L/D5	18/04/2008	3	A.M.B.
LOT 80	LOTS 85 & 86	PLAN AMENDED PURSUANT TO SEC. 32 SUBD. ACT 1988	SP027953L/D6	19/02/2010	4	N.J.R.
LOT 87		PLAN AMENDED PURSUANT TO SEC.32 SUBD. ACT 1988, LOT 87 REMOVED FROM OWNERS CORPORATION & THIS PLAN (SEE PS614439G)	SP027953L/D7	28/10/2010	5	R.H.
LOT A ON PS614439G & LOTS 28, 29, 41 & 42	LOTS 88 TO 98 & ADDITIONAL COMMON PROPERTY	PLAN AMENDED PURSUANT TO SEC.32 SUBD. ACT 1988 AND EASEMENT E-10 CREATED	SP027953L/D8	05/05/2011	6	M.H.
LOT 76 & COMMON PROPERTY (PART)	LOT 100	PLAN AMENDED PURSUANT TO SEC. 32 SUBD. ACT 1988	SP027953L/D9	09/12/2019	7	I.R.M.

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MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

SHEET 2 OF 2 SHEETS

PLAN NUMBER
SP027953L

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AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
LOT 50 & COMMON PROPERTY (PART)	LOT 101 (2 PARTS)	PLAN AMENDED PURSUANT TO SEC. 32 SUBD. ACT 1988	SP027953L/D10	09/12/2019	7	I.R.M.
LOT 51 & COMMON PROPERTY (PART)	LOT 102	PLAN AMENDED PURSUANT TO SEC. 32 SUBD. ACT 1988	SP027953L/D11	09/12/2019	7	I.R.M.
LOT 2 & COMMON PROPERTY (PART)	LOT 99	PLAN AMENDED PURSUANT TO SEC. 32 SUBD. ACT 1988	SP027953L/D12	09/12/2019	7	I.R.M.
THIS PLAN		PLAN UPDATED	AN661031Q	04/01/2023	8	N.C.