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

VOLUME 12009 FOLIO 337 Security no : 124082945480X
Produced 05/05/2020 04:05 PM

LAND DESCRIPTION

Land in Plan of Consolidation 377771E.
PARENT TITLES :
Volume 09529 Folio 334
Volume 09529 Folio 336 to Volume 09529 Folio 337
Volume 10229 Folio 285 Volume 10921 Folio 714 Volume 10942 Folio 596
Volume 11975 Folio 514
Created by instrument PC377771E 21/08/2018

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
EAST BRUNSWICK VILLAGE PTY LTD of LEVEL 1 333 DRUMMOND STREET CARLTON VIC 3053
PC377771E 21/08/2018

ENCUMBRANCES, CAVEATS AND NOTICES

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

AGREEMENT Section 173 Planning and Environment Act 1987
AT143459M 08/04/2020

DIAGRAM LOCATION

SEE PC377771E FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
OC047927B	ADDITIONAL INFORMATION	Unregistered	04/05/2020
OC047928Y	ADDITIONAL INFORMATION	Unregistered	04/05/2020
OC047929W	ADDITIONAL INFORMATION	Unregistered	04/05/2020
OC047930N	ADDITIONAL INFORMATION	Unregistered	04/05/2020
PS810477E (S)	PLAN OF SUBDIVISION	Unregistered	04/05/2020
OC047934E	ADDITIONAL INFORMATION	Unregistered	04/05/2020
OC047935C	ADDITIONAL INFORMATION	Unregistered	04/05/2020
PS810477E/S2 (S)	PLAN OF SUBDIVISION	Unregistered	04/05/2020
AT143459M (E)	AGREEMENT	Registered	09/04/2020
AT179325H	NOMINATE PCT	Completed	22/04/2020

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

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

Street Address: 127-151 NICHOLSON STREET BRUNSWICK EAST VIC 3057

DOCUMENT END

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Document Type	**Plan**
Document Identification	**PC377771E**
Number of Pages (excluding this cover sheet)	**2**
Document Assembled	**05/05/2020 16:08**

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PLAN OF CONSOLIDATION

EDITION 1

PC 377771E

LOCATION OF LAND

PARISH: JIKA JIKA

SECTION:

CROWN PORTION: 99(PT) & 102(PT)

TITLE REFERENCE: Vol. 9529 Fol. 334 Vol. 10921 Fol. 714
Vol. 9529 Fol. 336 Vol. 10942 Fol. 596
Vol. 9529 Fol. 337 Vol. 11975 Fol. 514
Vol. 10229 Fol. 285

LAST PLAN REFERENCE:
LOT 1 ON LP143459 LOT 2 ON PS537189G
LOT 4 ON LP143460 LOT 3 ON PS544402U
LOT 2 ON LP143461 LOT 1 ON TP960004X
LOT 1 ON TP3097D

POSTAL ADDRESS: 127-151 NICHOLSON STREET
(at time of subdivision) BRUNSWICK EAST 3057

MGA CO-ORDINATES: E: 321 940 ZONE: 55
(of approx centre of land in plan) N: 5 817 570 GDA 94

Council Name: Moreland City Council

Council Reference Number: SC/2018/124
Planning Permit Reference: planning permit not required
SPEAR Reference Number: S119601H

Certification

This plan is certified under section 6 of the Subdivision Act 1988

Statement of Compliance

This is a statement of compliance issued under section 21 of the Subdivision Act 1988

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988 has not been made

Digitally signed by: Graeme Bruce Linsell for Moreland City Council on 08/05/2018

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
Nil	Nil

NOTATIONS

DEPTH LIMITATION: Does not apply

SURVEY:
This plan is/~~is not~~ based on survey.

STAGING:
This ~~is~~/is not a staged subdivision.
Planning Permit No.

This survey has been connected to permanent marks No(s).PM610

In Proclaimed Survey Area No.

NOTATIONS

The easements of Way, Drainage & Sewerage created in LP143459 and LP143460 will merge upon registration of this plan.

OTHER PURPOSE OF THIS PLAN:
To remove the Way, Drainage and Sewerage easements created in LP143461 and the Carriageway easement created in PS537189G.

GROUNDS FOR EASEMENTS REMOVAL:
By direction in planning permit No. SP/2018/212

EASEMENT INFORMATION

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

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	Sewerage	1.83	Inst.B777756	MMBW

GOODISON SURVEYING
Licensed Land Surveyors & Development Consultants
Level 1 424 Bridge Road Richmond 3121
office@goodisonsurveying.com.au (03) 9428 1818

SURVEYORS FILE REF: 12992

ORIGINAL SHEET SIZE: A3

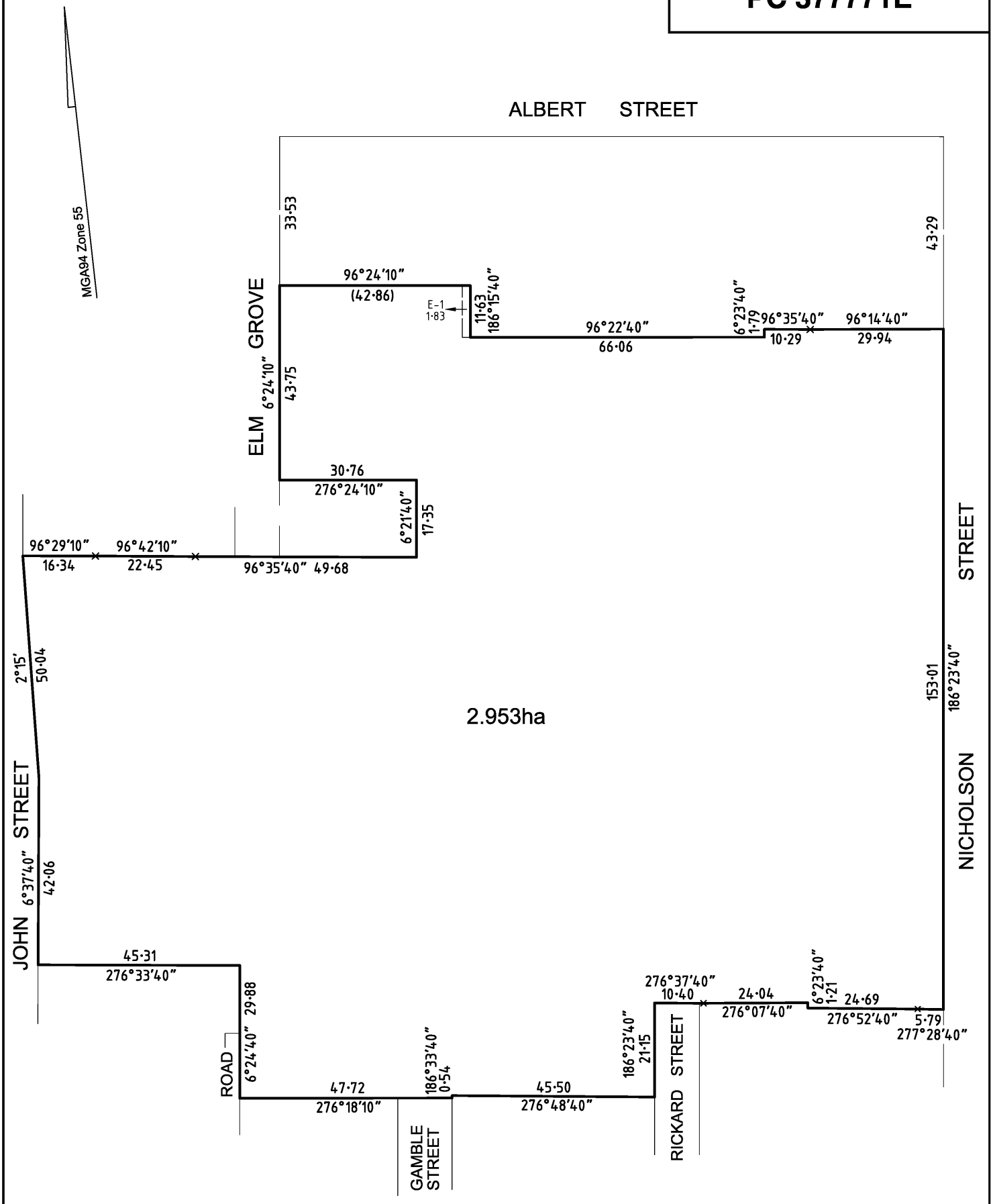
SHEET 1 OF 2

Digitally signed by: Bernard Goodison (Goodison & Associates), Surveyor's Plan Version (2), 03/05/2018, SPEAR Ref: S119601H

PLAN REGISTERED
TIME: 2:20 PM DATE:21/08/2018
K. LIEW
Assistant Registrar of Titles

Amended by: Bernard Goodison, 21/08/2018.

PC 377771E



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office@goodisonsurveying.com.au (03) 9428 1818

FILE REF: 12992	SCALE 1:800	LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 2

Digitally signed by: Bernard Goodison (Goodison & Associates), Surveyor's Plan Version (2), 03/05/2018, SPEAR Ref: S119601H

Digitally signed by: Moreland City Council, 08/05/2018, SPEAR Ref: S119601H

Amended by: Bernard Goodison, 21/08/2018.

Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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Status	Registered	Dealing Number	AT143459M
Date and Time Lodged	08/04/2020 02:08:25 PM		

Lodger Details

Lodger Code	17223H
Name	MADDOCKS
Address	
Lodger Box	
Phone	
Email	
Reference	JXR: 6944564

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
12009/337

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

Applicant(s)

Name	MORELAND CITY COUNCIL
Address	
Street Number	90
Street Name	BELL
Street Type	STREET
Locality	COBURG
State	VIC
Postcode	3058

Additional Details
Refer Image Instrument

Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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

Execution

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

Executed on behalf of	MORELAND CITY COUNCIL
Signer Name	DAVID LITWIN
Signer Organisation	PARTNERS OF MADDOCKS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	08 APRIL 2020

File Notes:
NIL

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

Statement End.

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Document Type	**Instrument**
Document Identification	**AT143459M**
Number of Pages (excluding this cover sheet)	**13**
Document Assembled	

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JXK

MORELAND CITY COUNCIL

Council

- and -

EAST BRUNSWICK VILLAGE PTY LTD

the Owner

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

Subject Land: **127-151 Nicholson Street, Brunswick East**

BEST HOOPER
Lawyers
Level 9, 451 Little Bourke Street
MELBOURNE
Ref: JC:SR:170332
Tel: 9670 8951
Fax: 9670 2954

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PLANNING AND ENVIRONMENT ACT 1987

SECTION 173 AGREEMENT

THIS AGREEMENT is made the 1ST day of APRIL 2020

BETWEEN:

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

("Council")

- and -

East Brunswick Village Pty Ltd
of Level 1, 333 Drummond Street, Carlton, Victoria 3053

("the Owner")

INTRODUCTION

A. The Council is the Responsible Authority for the Planning Scheme under the Act.

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

C. On 8 April 2015 the Council granted Planning Permit No. MPS/2013/979 permitting the staged construction of buildings and works comprising the development of the land for ten buildings (five five storey buildings and five six storey buildings over two basement levels with five partly enclosed roof terraces), containing multiple dwellings, a supermarket, shops, food and drink premises and offices, use of the land for dwellings, creation of access to a Road Zone Category 1, and a reduction of the car parking requirements and subject to conditions, including conditions 19, 20 and 21 which provide:

> ***Section 173 Agreement – Restrictions on Subdivision and Development and Use of Stage 2***
>
> *"19. Within 12 months of the date of issue of this permit, an agreement under Section 173 of the Planning and Environment Act 1987 must be entered into between the owner/s of the land and the Responsible Authority in a form satisfactory to the Responsible Authority to provide for:*

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a) *Unless otherwise agreed by the Responsible Authority in writing, no subdivision of the land, or any part of the land within the area identified as Stage 2 or Stage 3, may occur until such time that plans have been endorsed for Stage 2 or Stage 3 pursuant to Conditions 14 and 22 of this permit.*

b) *Endorsement of plans including any residential component within Lots 4, 6, 7, 9 and 10 and the construction of any residential component within Lots 4, 6, 7, 9 and 10 cannot occur unless the Responsible Authority is first satisfied in writing that:*

   i. *Adverse amenity impacts of noise and vibration on the future residents of Lots 4, 6, 7, 9 and 10 from nearby Commercial, Industrial or Trade Premises have been resolved or satisfactorily addressed, without the need to construct a solid high screen wall (acoustic barrier) or otherwise modify the design in a way which would result in unreasonable impacts on internal or external amenity (e.g. in terms of ventilation, outlook and bulk);*

   ii. *Any off-site mitigation undertaken 'at the source' to address adverse amenity impacts has been completed and evidence provided; and*

   iii. *The occupation of Lots 4, 6, 7, 9 and 10 for residential purposes would not result in a breach of SEPP N-1 by nearby Commercial, Industrial or Trade Premises.*

Prior to the commencement of the development of Stage 1 approved under this permit, application must be made to the Registrar of Titles to Register the Section 173 Agreement on the title to the land under Section 181 of the Planning and Environment Act 1987.

The owner / permit applicant of the land subject of this permit must pay all of Council's legal costs and expenses of this agreement, including preparation, execution and registration on title.

Section 173 Agreement – Community Infrastructure Contribution

20. Within 12 months of the date of issue of this permit, an agreement under Section 173 of the Planning and Environment Act 1987 must be entered into between the owner/s of the land and the Responsible Authority in a form satisfactory to the Responsible Authority to provide for:

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a) *Payment of a Community Infrastructure Contribution cash contribution of $205.04 ("the Contribution") per dwelling in accordance with the Moreland Development Contributions Plan January 2015, (as may be amended by Council), prior to the issue of a Building Permit under the Building Act 1993 and the relevant Building Regulations for each Stage of the development, or at any other time set out in the agreement with the Moreland City Council as the Collecting Agency;*

b) *Adjustment of the cash contribution rate of $205.64 per dwelling (calculated at 1 July 2012), shall occur on 1 July each year, generally in accordance with the Moreland Development Contributions Plan January 2015. If the Development Contributions Plan does not form part of the Moreland Planning Scheme at the date the Contribution is first payable by the Owner, the Contribution shall be adjusted to reflect CPI increases from 1 July 2012.*

Prior to the development commencing, application must be made to the Registrar of Titles to Register the Section 173 Agreement on the title to the land under Section 181 of the Planning and Environment Act 1978.

The owner / permit applicant of the land subject of this permit must pay all of Council's legal costs and expenses of this agreement, including preparation, execution and registration on title.

Section 173 Agreement – Publically Accessible Land

21. Within 12 months of the date of issue of this permit, an agreement under Section 173 of the Planning and Environment Act 1987 must be entered into between the owner/s of the land and the Responsible Authority in a form satisfactory to the Responsible Authority to provide for:

a) *Unrestricted public pedestrian, bicycle and vehicle access on all internal streets and thoroughfares including the piazza, approved under this permit, 24 hours a day, 364 days a year, commencing at the time of commencement of the use or the issue of a Statement of Compliance relevant to each Stage of this development, whichever comes first.*

b) *The owner/s of the land to indemnify Council against any claims associated with the use of the publicly accessible areas and to accept liability and responsibility for the on-going maintenance of the publicly accessible areas in perpetuity.*

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Prior to the development commencing, application must be made to the Registrar of Titles to Register the Section 173 Agreement on the title to the land under Section 181 of the Planning and Environment Act 1987.

The owner / permit applicant of the land subject of this permit must pay all of Council's legal costs and expenses of this agreement, including preparation, execution and registration on title.

E. The parties enter into this Agreement -

(a) to give effect to the requirements of the Permit; and

(b) to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

IT IS AGREED:

1. **DEFINITIONS**

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

1.1 **"the Act"** means the Planning and Environment Act 1987.

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

1.3 "**Building Permit**" means a building permit issued under the Building Act 1993, as amended from time to time, for each stage of the development approved under the Permit.

1.4 **"Community Infrastructure Contribution"** means $205.04 per dwelling in accordance with the Development Contributions Plan.

1.5 **"Council"** means Moreland City Council as the Responsible Authority for the Planning Scheme and any subsequent person or body which is the Responsible Authority for the Planning Scheme.

1.6 **"CPI"** 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, as determined by Council from time to time.

1.7 **"Lot"** means a lot on a registered plan of subdivision.

1.8 **"Development Contributions Plan"** means the Moreland Development Contributions Plan dated January 2015 as may be amended from time to time.

1.9 **"Owner"** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or

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proprietors of an estate in fee simple of the Subject Land or any part of it and includes a Mortgagee-in-possession.

1.10 **"party** or **parties"** means the Owner and Council under this Agreement.

1.11 **"Permit"** means Planning Permit No. MPS/2013/979 as amended from time to time and described in recital C of this Agreement.

1.12 **"Planning Scheme"** means the Moreland Planning Scheme and any other planning scheme which applies to the Subject Land.

1.13 **"Publically Accessible Areas"** means all internal streets and thoroughfares whether on a Lot or on Common Property including the piazza as approved under the Permit and shown on the Stage 1 Plans, Stage 2 Plans or Stage 3 Plans.

1.14 **"Stage 1"** means the area of land identified as Stage 1 on the Endorsed Plans.

1.15 **"Stage 2"** means the area of land identified as Stage 2 on the Endorsed Plans.

1.16 **"Stage 3"** means the area of land identified as Stage 3 on the Stage 3 Plans.

1.17 **"Stage 3 Plans"** means the plan(s) required pursuant to condition 22 of the Permit and to be endorsed with the stamp of the Council.

1.18 **"Subject Land"** means the land situated at 127-151 Nicholson Street, Brunswick East being the land contained in Plan of Consolidation 377771E and being the land comprised in Certificate of Title Volume 12009 Folio 337.

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.

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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 Subject to clause 11.4, the obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land PROVIDED THAT if the Subject Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

3. SPECIFIC OBLIGATIONS OF THE OWNER

Unless otherwise agreed by the Council in writing, the Owner covenants and agrees that:

Restrictions on Subdivision and Development and Use of Stage 2 and 3

3.1 It will not subdivide that part of the Subject Land contained within Stage 2 or Stage 3 until the Stage 2 Plans and Stage 3 Plans have been endorsed by the Council.

3.2 The endorsement of the Stage 2 Plans and the Stage 3 Plans, including any residential component within Lots 4, 6, 7, 9 and 10 as shown on the Stage 2 Plans and Stage 3 Plans, and the construction of any residential component within Lots 4, 6, 7, 9 and 10, shall not occur unless the Council is first satisfied in writing that:

3.2.1 Adverse amenity impacts of noise and vibration on the future residents of Lots 4, 6, 7, 9 and 10 from nearby commercial, industrial or trade premises have been resolved or satisfactorily addressed, without the need to construct a solid high screen wall (acoustic barrier) or otherwise modify the design of the residential components in a way which would result in unreasonable impacts on internal or external amenity (e.g. in terms of ventilation, outlook and bulk);

3.2.2 Any off-site mitigation undertaken 'at the source' of the noise or vibration to address adverse amenity impacts has been completed and evidence provided; and

3.2.3 The occupation of Lots 4, 6, 7, 9 and 10 for residential purposes would not result in a breach of SEPP N-1 by nearby commercial, industrial or trade premises.

Community Infrastructure

3.3 The Community Infrastructure Contribution shall be paid prior to the issue of a Building Permit, or at any other time as agreed to in writing by the Council.

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3.4 Adjustment of the Community Infrastructure Contribution shall occur on 1 July each year, generally in accordance with the Development Contributions Plan. If the Development Contributions Plan does not form part of the Moreland Planning Scheme at the date the Contribution is first payable by the Owner, the Community Infrastructure Contribution shall be adjusted to reflect CPI increases from 1 July 2012.

Publically Accessible Areas

3.5 It will maintain unrestricted public pedestrian, bicycle and vehicle access to all Publicly Accessible Areas, 24 hours a day, 364 days a year, commencing at the time of commencement of the use or the issue of a Statement of Compliance relevant to each stage of the development approved under the Permit, whichever comes first.

3.6 It indemnifies Council against any claims associated with the use of the Publicly Accessible Areas and to accept liability and responsibility for the on-going maintenance of the Publicly Accessible Areas in perpetuity.

Council's Costs to be Paid

3.7 The Owner must pay to the Council, the Council's reasonable costs and expenses of and incidental to the preparation, drafting, review, finalisation, engrossment, execution and registration of this Agreement and until those costs are paid, conditions 19, 20 and 21 of the Permit shall not be regarded as complied with and the costs will remain a debt of the Owner to the Council.

4. ACKNOWLEDGMENT AND COVENANTS OF COUNCIL

4.1 Subject to clause 3.7, the Council acknowledges that the Owner's covenants in this Agreement satisfy conditions 19, 20 and 21 of the Permit.

4.2 The Council covenants that it will 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 and 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

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the performance by the Owner of such covenants and undertakings;

5.2.2 the Owner consents 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;

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.

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; or

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.

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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; or

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.

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.

10. **COMMENCEMENT OF AGREEMENT**

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

11. **ENDING OF AGREEMENT**

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

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

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

11.4 For the avoidance of doubt, the obligations under clause 3.5 and 3.6 with respect to Publically Accessible Areas apply jointly and severally to each lot of the relevant stage of development notwithstanding that the Publically Accessible Area does not form part of a lot PROVIDED that if a Publically Accessible Area forms part of the common property, the obligations transfer to the Owners Corporation for the relevant stage, which Owners Corporation is thereafter bound by all the obligations of clauses 3.5 and 3.6.

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

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

Signed Sealed and Delivered by **Kirsten Coster** Director ~~Planning and Economic Development~~ CITY FUTURES as the delegate of and on behalf of the **Moreland City Council** in the presence of:)

KC 1/4/20

(Signature of Witness) cngondi

(Name of Witness) CATHERINE NGONDI

(Usual address) 90 BELL STREET, COBURG VIC 3058

EXECUTED by **East Brunswick Village Pty Ltd** in accordance with section 127(1) of the *Corporations Act 2001* by being signed by authorised persons:)

..... Director/Secretary

MARIO LOGIUDICE Full Name

5 Grosvenor st Usual Address

Brighton 3186

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