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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.

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

VOLUME 10457 FOLIO 662 Security no : 124139093489D
Produced 30/09/2026 10:52 AM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 421306C.
PARENT TITLE Volume 09533 Folio 902
Created by instrument PS421306C 22/07/1999

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
DAWSON STREET LAND PTY LTD of 1 OTTER STREET COLLINGWOOD VIC 3066
AZ269743K 13/06/2025

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AZ269744H 13/06/2025
WESTPAC BANKING CORPORATION

CAVEAT as to part AC476620W 17/11/2003
Caveator
CITIPOWER PTY
Grounds of Claim
LEASE WITH THE FOLLOWING PARTIES AND DATE.
Parties
THE REGISTERED PROPRIETOR(S)
Date
12/11/2003
Estate or Interest
LEASEHOLD ESTATE
Prohibition
ABSOLUTELY
Lodged by
CITIPOWER PTY LTD
Notices to
CITIPOWER PTY 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 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

AGREEMENT Section 173 PLANNING AND ENVIRONMENT ACT 1987
W660930P 15/03/2000

DIAGRAM LOCATION

SEE PS421306C FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
BA748187C (E)	TRANSFER CONTROL OF ECT	Completed	19/08/2026
BA751262W (E)	NOMINATION TO PAPER INST.	Completed	20/08/2026
BA753679A (B)	CREATION AND REMOVAL	Registered	01/09/2026

END OF REGISTER SEARCH STATEMENT

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

ADMINISTRATIVE NOTICES

NIL

eCT Control 16977H ST GEORGE BANK
Effective from 01/09/2026

DOCUMENT END

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PLAN OF SUBDIVISION

STAGE No. /

LV USE ONLY
EDITION 2

PLAN NUMBER
PS421306C

LOCATION OF LAND

PARISH : JIKA JIKA
TOWNSHIP : -
SECTION : -
CROWN ALLOTMENT : -
CROWN PORTION : 98 (PART)

LV BASE RECORD : CHART 140 (2796)
TITLE REFERENCES : VOL.9533 FOL.902
LAST PLAN REFERENCE : S-8687

POSTAL ADDRESS : 10 DAWSON STREET
(AT TIME OF SUBDIVISION) BRUNSWICK 3056

AMG CO-ORDINATES : E : 320 212·2
(APPROX. CENTROID) N : 5 818 435·7 ZONE : 55

COUNCIL CERTIFICATION AND ENDORSEMENT

COUNCIL NAME *MORELAND CITY COUNCIL* REF *98/0157*

~~1 THIS PLAN IS CERTIFIED UNDER SECTION 6 OF THE SUBDIVISION ACT 1988.~~

2 THIS PLAN IS CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988
DATE OF ORIGINAL CERTIFICATION UNDER SECTION 6 ...../...../

3. THIS IS A STATEMENT OF COMPLIANCE ISSUED UNDER SECTION 21 OF THE SUBDIVISION ACT 1988

OPEN SPACE

(i) A REQUIREMENT FOR PUBLIC OPEN SPACE UNDER SECTION 18 OF THE SUBDIVISION ACT 1988 ~~HAS~~ / HAS NOT BEEN MADE.

~~(ii) THE REQUIREMENT HAS BEEN SATISFIED.~~

~~(iii) THE REQUIREMENT IS TO BE SATISFIED IN STAGE .....~~
~~COUNCIL DELEGATE~~
~~COUNCIL SEAL~~
~~DATE / /~~

RE-CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988.

COUNCIL DELEGATE
~~COUNCIL SEAL~~
DATE *15 / 6 / 99*

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
NIL	NIL

NOTATIONS

STAGING : THIS IS NOT A STAGED SUBDIVISION
PLANNING PERMIT No

DEPTH LIMITATION : DOES NOT APPLY

SURVEY : THIS PLAN IS BASED ON SURVEY
THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS MMB1386 AND THE EPIPHANY SPIRE BUT IS NOT IN A PROCLAIMED SURVEY AREA

EASEMENT INFORMATION

LEGEND : E- ENCUMBERING EASEMENT OR CONDITION IN CROWN GRANT IN THE NATURE OF AN EASEMENT OR OTHER ENCUMBRANCE
A- APPURTENANT EASEMENT R- ENCUMBERING EASEMENT (ROAD)

SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL THE LAND IN THIS PLAN.

EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/IN FAVOUR OF
E-2	CARRIAGEWAY (LIMITED IN DEPTH AND HEIGHT TO GROUND LEVEL AND 4.1m ABOVE GROUND LEVEL)	5.50	BA753679A	VOL.12365 FOL.841 AND VOL.11625 FOL.263

LV USE ONLY
STATEMENT OF COMPLIANCE/
EXEMPTION STATEMENT
RECEIVED ☑
DATE *22 / 6 / 99*

LV USE ONLY
PLAN REGISTERED
TIME *1·30 PM*
DATE *22/7/99*
ASSISTANT REGISTRAR OF TITLES.

SHEET 1 OF 2 SHEETS

BARKER MONAHAN
A.C.N. 005 394 865
SURVEYORS, DEVELOPMENT AND LOCAL GOVERNMENT CONSULTANTS
581 GILBERT RD WEST PRESTON 3072
P.O. BOX 218 PRESTON, DX97218
TELEPHONE 9478 6133 FAX 9470 5189

LICENSED SURVEYOR DAVID RICHARD BOYLE
SIGNATURE ..... DATE *24/5/99*
REF. 10063
COMPUTER FILE : 0063SH1.DWG
VERSION 04
DATE : 24/5/1999

DATE *15/6/99*
COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

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PLAN OF SUBDIVISION

STAGE No /

PLAN NUMBER **PS421306C**

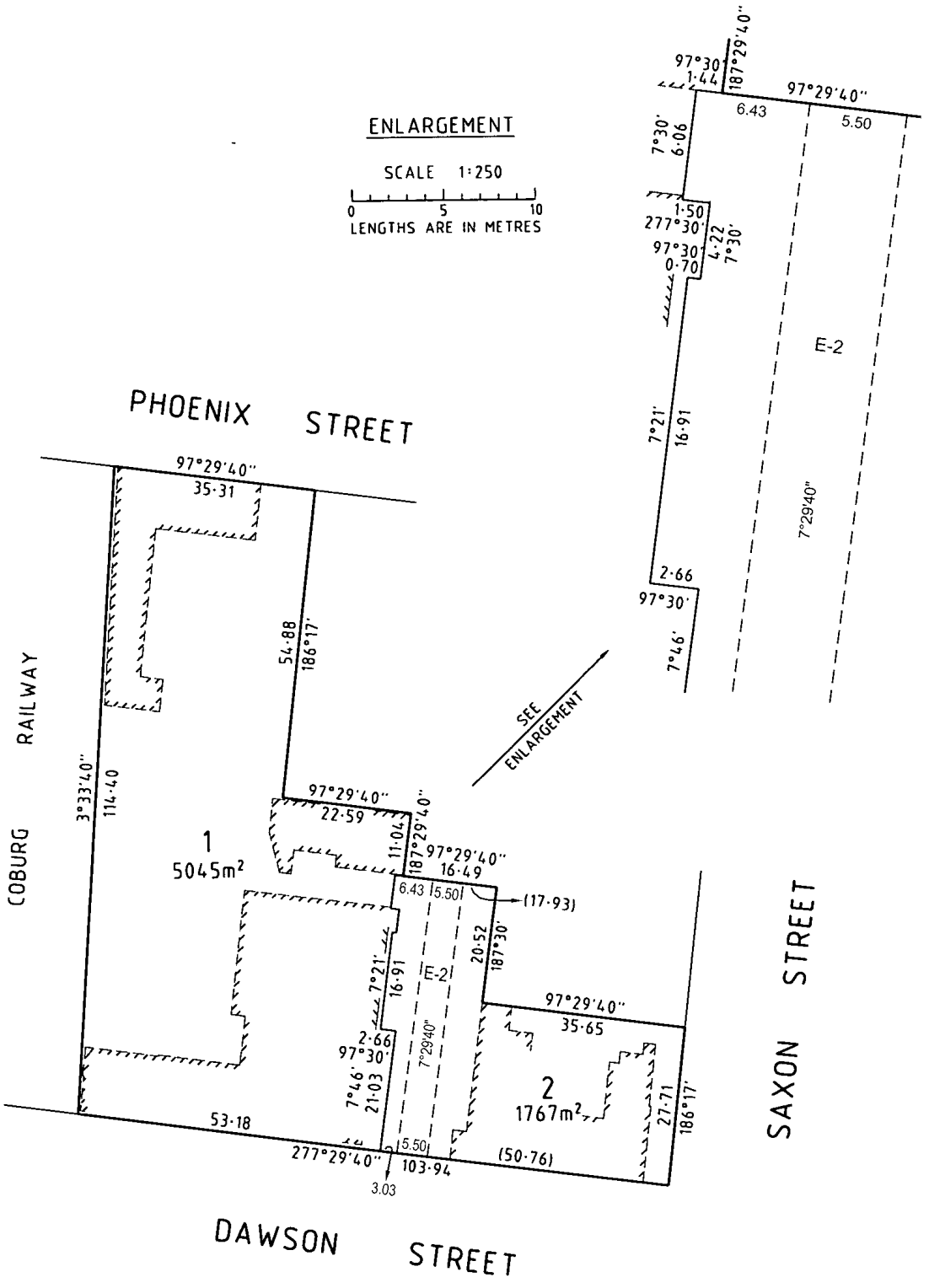


ENLARGEMENT

SCALE 1:250

0 5 10

LENGTHS ARE IN METRES



BARKER MONAHAN
A C N 005 394 865
SURVEYORS DEVELOPMENT AND
LOCAL GOVERNMENT CONSULTANTS
581 GILBERT RD WEST PRESTON 3072
P O BOX 218 PRESTON, DX97218
TELEPHONE 9478 6133 FAX 9470 5189

SHEET 2 OF 2 SHEETS

SCALE

0 10 20 30 40

LENGTHS ARE IN METRES

ORIGINAL

SCALE	SHEET SIZE
1:800	A3

LICENSED SURVEYOR . DAVID RICHARD BOYLE . . . . .

SIGNATURE . . . . . DATE / /

REF 10063 VERSION 04

COMPUTER FILE 0063SH2.DWG DATE 24/5/1999

. . . . . .

DATE / /

COUNCIL DELEGATE SIGNATURE

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MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

PS421306C

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 2	E-2	REMOVAL & CREATION OF EASEMENT	BA753679A	01/09/26	2	RZ

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OFFICE OF TITLES M.D.N. VICTORIA

W660930P
150300 1100 173

APPLICATION FOR RECORDING OF AN AGREEMENT
SECTION 181(1) PLANNING & ENVIRONMENT ACT 1987

Application by
Responsible Authority,
Relevant Authority,
Referral Authority or Council
for the making of a recording of an Agreement
Section 181(1) Planning and Environment Act 1987

DW660930P-1-6

Lodged by

Name:	*GADENS LAWYERS*
Phone:	*9612 8222*
Address:	*Level 4, 121 William Street, Melbourne Vic 3000*
Reference:	*Romana Duthie:992682*
Customer Code:	1429A

The authority or council having made an agreement requires a recording to be made in the Register for the land.

Land:	Certificate of Title Volume 10457 Folio 662.
Authority or Council:	Moreland City Council Municipal Offices 90 Bell Street COBURG VIC 3058.
Section and Act under which Agreement made:	Section 173 Planning and Environment Act 1987.

A copy of the Agreement is attached to this Application.

DATE: 9 March 2000.

Signature of Delegated Officer of MORELAND CITY COUNCIL: .....

Full Name of Delegated Officer: Adrian Paul Robb
(DIRECTOR, CITY STRATEGY)

9/11/1900

OR 4/5/00.

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DW660930P-2-3

THIS AGREEMENT is made the 24th day of February 2000

BETWEEN: **MORELAND CITY COUNCIL**
90 Bell Street
Coburg Vic 3058
("the Council")

of the First Part

AND: **JESUIT SOCIAL SERVICES LTD**
ACN 005 269 554
371 Church Street
Richmond Vic 3121
("the Owner")

of the Second Part

RECITALS:

A. The Owner is the registered proprietor of the land situated and known as 10 Dawson Street, Brunswick, being the land more particularly described in Certificate of Title Volume 10457 Folio 662.

B. The Subject Land is within the Council's municipal district and is subject to the Scheme.

C. The Council is the responsible authority under the Act for the Scheme.

D. The Council and the Owner have agreed that without restricting or limiting 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 *Planning and Environment Act* 1987.

W660930P
150300 1100 173

TERMS OF AGREEMENT:

1. **INTERPRETATION**

1.1 In this Agreement, unless inconsistent with the context or subject matter:

(a) "Act" means the *Planning and Environment Act* 1987;

(b) "Agreement" or "this Agreement" means this agreement and any amending or supplementary agreement executed by the Council and the Owner and expressed to amend or be supplementary to this agreement;

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W660930P
150300 1100 173



SECTION 173 AGREEMENT

THE JOHN CURTIN BUILDING
10 DAWSON STREET, BRUNSWICK

MORELAND CITY COUNCIL

JESUIT SOCIAL SERVICES LTD

ACN 005 269 554



DW660930P-3-1

GADENS LAWYERS
Level 10, 333 Collins Street
MELBOURNE 3000

Telephone: 03 9252 2555
Facsimile: 03 9252 2500

Ref: RXD:GCO:992682

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DW660930P-4-8

(c) "Building" means the building situated on the Subject Land;

(d) "Scheme" means the Moreland Planning Scheme and includes any planning control in the form or similar to the Moreland Planning Scheme and being a successor to the Moreland Planning Scheme;

(e) "Subject Land" means the land described in Certificate of Title referred to in Recital A.

W660930P
150300 1100 173

1.2 In this Agreement:

(a) a reference to the "Owner" shall mean the person or persons entitled from time to time to be registered by the Registrar of Titles as the proprietor or proprietors of an estate in fee simple of the Subject Land or any part thereof;

(b) a reference to the "Council" includes its successors and assigns (including its successors as a responsible authority under the Act);

(c) the singular includes the plural and vice-versa;

(d) the reference to a statute, ordinance, code or other law includes regulations and other instruments under it and any consolidations, amendments, re-enactments or replacements of same occurring from time to time;

(e) a covenant or obligation on the part of any two or more persons binds them jointly and severally; and

(f) headings are for guidance only and do not affect the interpretation of this Agreement.

2. COMMENCEMENT OF AGREEMENT

This Agreement shall come into force and effect on the date of this Agreement, and the burden of any covenant in this Agreement shall run with the Subject Land.

3. NAMING OF BUILDING

The Owner agrees and acknowledges that the Building is and shall remain as "The John Curtin Building" and that:

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(a) any signage which on the date of this Agreement exists on the exterior of the Building identifying it as The John Curtin Building must not be removed without the prior written consent of the Council;

(b) in relation to any new signage erected at any time after the date of this Agreement on the exterior of the Building for the purposes of identifying or promoting the Building, that signage must include reference to "The John Curtin Building".

4. REGISTRATION OF AGREEMENT

The Owner further covenants and agrees to do all acts, matters and things necessary to enable this Agreement to be prepared, executed and registered at the Land Titles Office including executing any document, answering requisitions, giving any consent and obtaining any necessary mortgagee's consent or discharge of mortgages or other charges encumbering the land and to do all things necessary, to enable the Council to enter a memorandum of this Agreement on the Certificate of Title to the Subject Land in accordance with Section 181 of the Act including signing any further agreement, acknowledgment or document to enable the said memorandum to be registered under that Section.

5. COSTS

The Owner shall promptly pay on demand to the Council the Council's reasonable costs and expenses (including legal expenses) of and incidental to:

5.1 the preparation, negotiation, registration and (if necessary) enforcement of this Agreement; and

5.2 any stamp duty, registration fees or any other fees payable in connection with the stamping and registration of this Agreement at the Land Titles Office.

6. COMPLETION OF AGREEMENT

The Council and the Owner shall respectively sign and execute all such further documents and deeds and do all acts and other things as the other part may reasonably require to completely effect this Agreement.

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7. OBLIGATIONS OF OWNER

The covenants and obligations imposed upon and assumed by the Owner under this Agreement shall be binding upon the Owner and the Owner's successors, transferees, purchasers, mortgagees, assignees and any person obtaining possession of the whole or part of the Subject Land described in this Agreement as if each of such successors and others had separately executed this Agreement. The burden of the covenants of the Owner shall run with the Subject Land and the Council shall have the power to enforce the covenants against any person or persons deriving title from the Owner (or any other person bound thereby) as if it were a restrictive covenant, despite the fact that it may be positive in nature, or that it is not for the benefit of any land of the Council.

8. DISCLOSURE OF AGREEMENT

The Owner shall not at any time before or after the registration of this Agreement at the Land Titles Office sell, transfer, dispose of or in any way part with possession of the Subject Land without first disclosing the existence of and nature of this Agreement to the Owner's successors.

9. DEFAULT

If the Owner defaults or fails to perform any of its obligations under this Agreement, and fails to immediately rectify such default upon receipt of written notice from the Council, the Council may, without prejudice to any other remedies, rectify such default and the costs of any works undertaken by the Council shall be paid by the Owner and constitute a civil debt recoverable summarily in any Court of competent jurisdiction.

10. ENTIRE AGREEMENT

This Agreement constitutes the whole and entire agreement between the parties in respect of the matters contained herein and supersedes any representation, understanding or arrangement given or made orally or in writing by any party to any other party prior to the execution of this Agreement.

11. ALTERATION OF AGREEMENT

This Agreement may only be altered or modified by a subsequent agreement in writing and executed under seal of the Council and the Owner.

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12. GOVERNING LAW

This Agreement is governed by, and the Owner submits to the jurisdiction of, the laws of the State of Victoria.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first hereinbefore written.

~~**THE COMMON SEAL** of **MORELAND**~~)
CITY COUNCIL was hereunto affixed in)
the presence of:)

.....
Signature of Authorised Person

.....
Office Held of Authorised Person

.....
Print full name of Authorised Person

.....
Signature of Authorised Person

.....
Office Held of Authorised Person

.....
Print full name of Authorised Person

THE COMMON SEAL of **JESUIT SOCIAL SERVICES LTD ACN 005 269 554** was affixed to this document in accordance with its constitution in the presence of:

JESUIT SOCIAL SERVICES LIMITED A.C.N. 005 269 554 THE COMMON SEAL OF

Signature of authorised person

EXECUTIVE DIRECTOR
Office held

PETER NORDEN
Print Name of authorised person

Signature of authorised person

POLICY DIRECTOR
Office held

DAVID MAXWELL MURRAY
Print Name of authorised person

326 CHURCH ST RICHMOND

1 FAIRY ST NHOE 3079

W660930P

DW660930P-7-0

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SIGNED SEALED AND DELIVERED)
by ADRIAN ROBB (Director, City)
Strategy) as the delegate of and on)
behalf of the MORELAND CITY COUNCIL)
in the presence of:)

ADRIAN ROBB

(Signature)

Joanne Lardner
(PRINT FULL NAME)

W660930P
150300 1100 173

DW660930P-8-7

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CAVEAT

Approved Form C
Victorian Land Titles Office

Section 89 Transfer of Land Act 1958

AC476620W
89
17/11/2003 $59

Lodged by:
Name: CitiPower Pty
Phone: 9683 4273
Address: Level 8, 40 Market Street, Melbourne
Ref: Property Group CG
Customer Code: 9926R

OFFICE OF TITLES C.J. VICTORIA

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

Land: *(title, mortgage, charge or lease)*
The area marked L-1, E-1, E-2, E-3 & E-4 on the plan attached hereto and being part of the land described in Certificate of Title Volume 10457 Folio 662

Caveator: *(full name and address)*
CITIPOWER PTY
Level 8, 40 Market Street, Melbourne

DAC476620W-1-0

Estate or Interest claimed:
An equitable interest as lessee in possession

Grounds of claim:
The Caveator is the Lessee under an unregistered Lease from Jesuit Social Services Ltd dated 12 November 2003

Extent of prohibition: *(if not ABSOLUTELY delete and insert desired text)*
ABSOLUTELY save and except any transfer, mortgage or discharge of mortgage affecting the land

Address in Victoria for service of notice *(including postcode)*
CitiPower Pty, Company Secretary, Level 8, 40 Market Street, Melbourne, Victoria 3000

Dated: 12 November 2003
Signature of Caveator

The common seal of **CITIPOWER PTY ACN 064 651 056** was hereunto affixed in accordance with its constitution in the presence of:

CITIPOWER PTY A.C.N. 064 651 056 Common Seal

Director
Shane Breheny
40 Market Street, Melbourne
X8050 97/AG/26

Company Secretary
Simon Peter Lucas
40 Market Street, Melbourne

Caveat x89
CT. V. 10457 F. 662
(Pt)
VA. 18/11/03

Approval No. 1070029A

STAMP DUTY USE ONLY

C

OFFICE OF TITLES VICTORIA

S.C
17.11.03

THE BACK OF THIS FORM MUST NOT BE USED

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ANNEXURE PAGE

Transfer of Land Act 1958

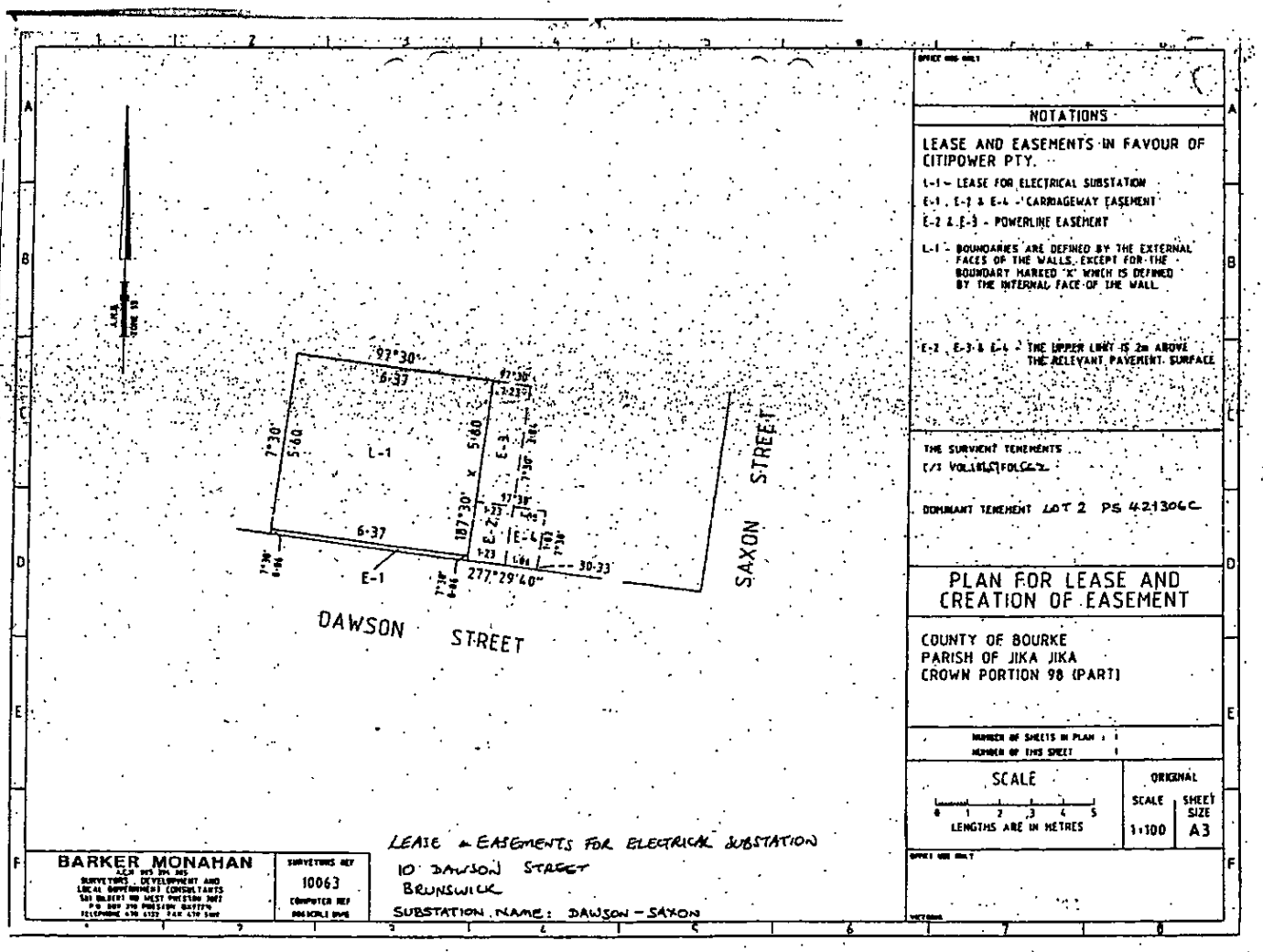
Approved Form A1
Victorian Land Titles Office

This is page 2 of *Approved Form* C dated 12 November 2003 between CitiPower Pty and Jesuit Social Services Ltd

Panel Heading

Signatures of the parties

X S.L. X S.L.



Approval No.1070029A

A1

OFFICE OF TITLES VICTORIA

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

AC476620W
17/11/2003 $59 89

ich it is annexed.

DAC476620W-2-8