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Document Type	Instrument
Document Identification	T114893T
Number of Pages (excluding this cover sheet)	2
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VICTORIAN LAND TITLES OFFICE

IMAGED

Transfer of Land

Containing a
Covenant and/or

Section 45 Transfer of Land Act 1958



310594 0903 45 35 T114883T

"Your Guide to the T2 Form"

Lodged at the Land Titles Office by:

Name: M.C. Barwick

Phone: _____

Ref: _____ Customer Code 5811G

Land Titles Office Use Only

The Transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed-

- together with any easement created by this transfer;
- subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer; and
- subject to any easement reserved by this transfer or restrictive covenant contained or covenant created pursuant to statute and included in this transfer.

Land (Title) ALL THAT piece of land being Lot 54 on Plan of Subdivision No. 211638M Parish of Paywit and being the land comprised in Certificate of Title Volume 9820 Folio 296

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

All its estate in fee simple

Consideration

\$35000.00

Transferor (Full name)

LONSDALE LAKES PTY LTD (A.C.N. 006 524 974)

Transferee (Full name and address for future notices including postcode)

ALEXIS GAIL PIKE and WALTER ROY PIKE
of 10 Jennifer Crescent, Point Lonsdale 3225

Directing Party (Full name)

Creation and/or Reservation of Easement and/or Covenant

And the said ALEXIS GAIL PIKE and WALTER ROY PIKE with the intent that the benefit of this covenant shall be attached to and run at law and in equity with every lot on Plan of Subdivision No. 211638M other than the lot hereby transferred and that the burden of this covenant shall be annexed to and run at law and in equity with the lot hereby transferred DO HEREBY for themselves and their transferees executors administrators and assignees and as separate covenants covenant with the said Lonsdale Lakes Pty Ltd and other the registered proprietor or proprietors for the time being of the land comprised in the said Plan of Subdivision for any part or parts thereof other than the lot hereby transferred that the said ALEXIS GAIL PIKE and WALTER ROY PIKE shall not at any time hereafter erect or build or cause or permit or suffer to be erected or built on the lot hereby transferred or any part or parts thereof any dwelling house with the usual outbuildings) unless not less than sixty-five per centum (65%) of the external walls (excluding windows) thereof shall be constructed of brick (see reverse)

Land Titles Office Use Only

T + 400

T2



Licence No. 2926L

Stamp Duty
T1 060669436 RDC 52 16/05/94
Rm 76 Aml 5 640.00
Stamp Duty, Victoria
82295394346382

ORDER TO REGISTER**To the Registrar of Titles**

Please register this dealing and upon completion issue the documents as follows :-

Signed.....

Firm's Name.....

Customer code.....

Creation and/or Reservation of Easement and/or Covenant (continuation if necessary)

brick veneer, stone or like material and unless such dwelling (not including outbuildings) shall be of a gross floor area not less than 140m² (save in the case of two dwellings being erected or built on the lot hereby transferred when the reference herein to 140m² shall be deemed in respect of each such dwelling so erected to be a reference to 125m²) and further not to erect or build or cause to suffer to be erected or built on the lot hereby transferred or on any boundary or part thereof any fence clad with sheet metal and further not to erect or build or cause or suffer to be built on the lot hereby transferred any paling fence any part of which shall be sited within 7.5 metres of any road reserve abutting the said lot unless such paling fence shall be capped with timber the section of which shall be not less than 100 millimetres by 50 millimetres nor to store or site or cause or permit to be stored or sited on the said lot any caravan or boat or any commercial motor vehicle having a registered carrying capacity of not less than 1 tonne within 12 metres of any road reserve abutting the front of the said lot as aforesaid except in a garage or in a carport which carport is screened from such road reserve by a fence and/or trees or shrubs to a minimum height of 1.8 metres and further not to erect or build or cause or suffer to be erected or built on the lot hereby transferred any clothes line unless such clothes line shall be screened from view from any road reserve abutting the front of such lot by a fence and/or trees or shrubs of a minimum height of 1.8 metres.

Dated: 20 APR 1994
Execution and Attestation

THE COMMON SEAL of LONSDALE LAKES PTY LTD
was hereunto affixed in accordance with its
Articles of Association in the presence of:



..... Director

..... Secretary

SIGNED by the Transferees)
in the presence of:)

.....)
.....)

x Gail Pike x
x W.R. Pike x
WRP

See Annexure Sheet marked.....



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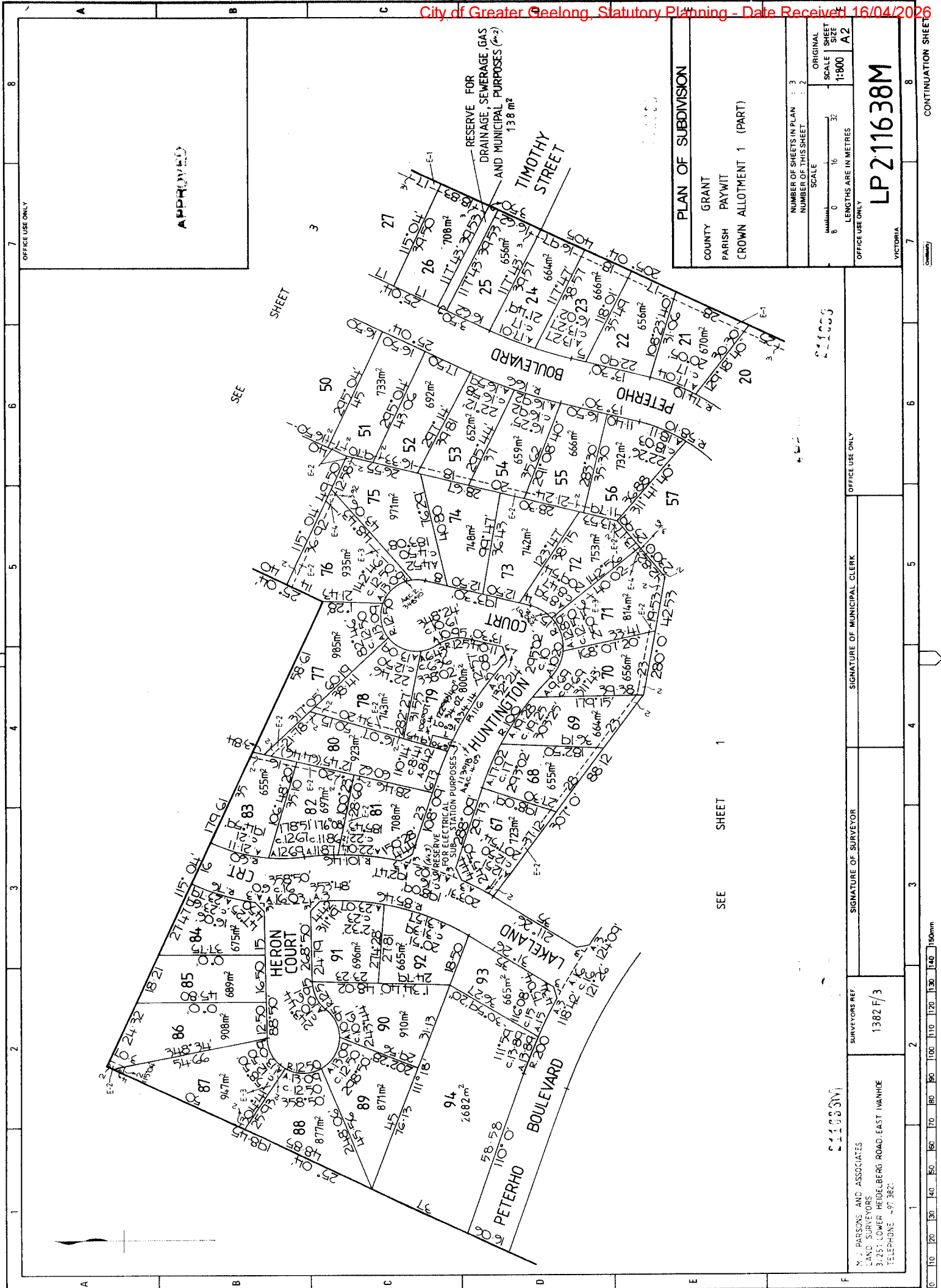
Document Type	Plan
Document Identification	LP211638M
Number of Pages (excluding this cover sheet)	3
Document Assembled	10/03/2026 15:13

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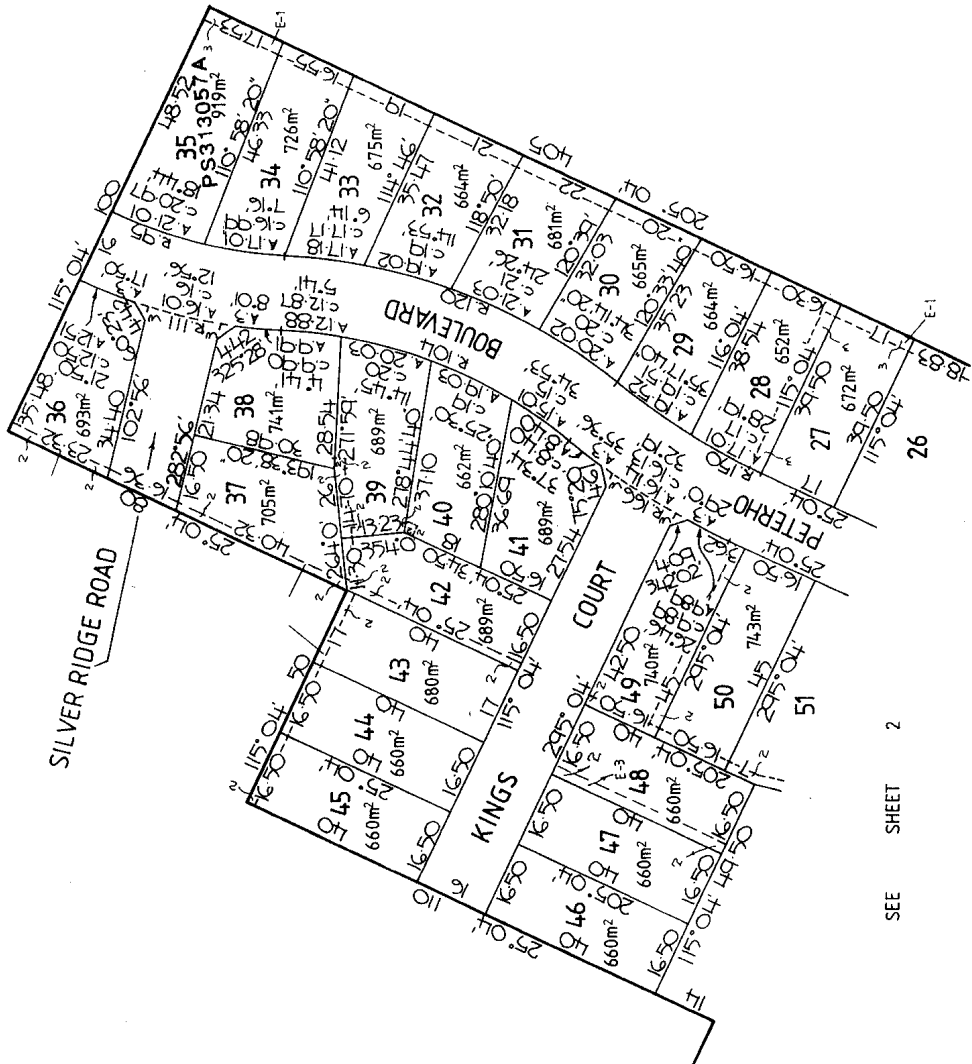
Delivered from the LANDATA® System by PSI Global Pty Ltd at 10 Mar 2026



PLAN OF SUBDIVISION	
COUNTY	GRANT
PARISH	PAYWIT
CROWN ALLOTMENT 1 (PART)	
NUMBER OF SHEETS IN PLAN	3
NUMBER OF THIS SHEET	2
SCALE	1:800
ORIGINAL SCALE	1:800
SHEET SIZE	A2
LENGTHS ARE IN METRES	
OFFICE USE ONLY	
LP 211638M	
VICTORIA	

SEE SHEET 1

SURVEYORS REF.	
1382 F/3	
M. J. PARSONS AND ASSOCIATES	
LAND SURVEYORS	
3/251 LOWER HEIDELBERG ROAD, EAST WANHOE	
TELEPHONE +97 382	
SIGNATURE OF SURVEYOR	
SIGNATURE OF MUNICIPAL CLERK	
OFFICE USE ONLY	



SEE SHEET 2

PLAN OF SUBDIVISION	
COUNTY	GRANT
PARISH	PAYWIT
CROWN ALLOTMENT 1 (PART)	
NUMBER OF SHEETS IN PLAN	3
NUMBER OF THIS SHEET	3
SCALE	1:800
ORIGINAL SHEET SIZE	A2
LENGTHS ARE IN METRES	
OFFICE USE ONLY	
LP211638M	
VICTORIA	

SURVEYORS REF.		SIGNATURE OF SURVEYOR		SIGNATURE OF MUNICIPAL CLERK		OFFICE USE ONLY	
M. J. PARSONS AND ASSOCIATES LAND SURVEYORS 3/251 LOWER HEIDELBERG ROAD, EAST VANDOE TELEPHONE 497 382							
1382F/3							
211033							



Imaged Document Cover Sheet

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Document Type	Instrument
Document Identification	N440497N
Number of Pages (excluding this cover sheet)	16
Document Assembled	10/03/2026 15:13

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REC'D

007688 1311 WCP 445 N440497N

N440497N

MADDOCK LONIE & CHISHOLM

VICTORIA 1167E.

APPLICATION PURSUANT TO SECTION 181 OF THE PLANNING AND ENVIRONMENT ACT 1987

TO: The Registrar of Titles,
283 Queen Street,
MELBOURNE 3000

BELLARINE

THE PRESIDENT COUNCILLORS AND RATEPAYERS OF THE SHIRE OF BAIRNSDALE HEREBY

APPLY to have a Memorandum of the Agreement pursuant to Section 181 of the Planning and Environment Act 1987 made between itself as Responsible Authority and LONSDALE LAKES PTY. LTD. the registered proprietor of the land comprised in Certificates of Title Volume 9046 Folio 859 and Folio 858 and dated the 4th day of May, 1988 a copy of which is annexed hereto entered on the Certificate of Title of Volume 9046 Folio 859 and part of Certificate of Title Volume 9046 Folio 858, being Lot A on the Plan for Transfer Purposes annexed to the Agreement.

amended
with consent
of Mrs P. J. Lay
Maddock
Lonsdale
& Chisholm
28/10/88

9820-246 to 340 (bi)

DATED the 5th day of May
nine hundred and eighty-eight.

One thousand

THE CORPORATE SEAL OF THE PRESIDENT
COUNCILLORS AND RATEPAYERS OF THE
SHIRE OF BAIRNSDALE was hereto
affixed in the presence of:

President
Councillor
Shire Secretary

Maddock, Lonie & Chisholm,
as Solicitors and Agents for
the Shire of Bairnsdale, Bellarine

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



THE PRESIDENT, COUNCILLORS AND RATEPAYERS
OF THE SHIRE OF BELLARINE

-and-

LONSDALE LAKES PTY. LTD.

DEVELOPMENT AGREEMENT

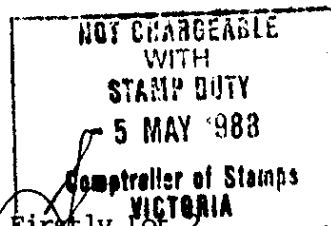
MESSRS. ANDREW T. FRASER & ASSOCIATES,
Solicitors,
541 Middleborough Road,
BOX HILL NORTH. 3129.

Ref: ATF:EH

Tel: 890 6291

DEVELOPMENT AGREEMENT

THIS AGREEMENT is made the 4th day of May 1988
 BETWEEN THE PRESIDENT, COUNCILLORS AND RATEPAYERS OF THE SHIRE OF BELLARINE of
 Municipal Offices, Drysdale in the State of Victoria ("the Shire") of the one
 part and LONSDALE LAKES PTY. LTD. the registered office of which is situate at
 327 Whitehorse Road, Balwyn in the State of Victoria ("the Owners") of the other
 part

RECITALS:-

- A. THE Owners are the owners of ALL THAT piece of land being Firstly Lot A on Plan of Subdivison No. 99318 and being the land comprised in Certificate of Title Volume 9046 Folio 859 and Secondly being Lot A on Plan for Transfer purposes by Mr. Surveyor M. J. Parsons dated 21st February, 1986 a copy of which is attached hereto and being part of the land more particularly comprised in Certificate of Title Volume 9046 Folio 858 and being the land delineated and coloured pink, blue and green on Plan No. 005 ("the land") a copy of which Plan is annexed hereto ("the Feature & Contour Plan").
- B. THE Owners desire to subdivide and develop the land in accord with the Concept Layout Plan marked "002A" a copy of which is annexed hereto (hereinafter referred to as "the Concept Plan") and accordingly have made application to the GEE LONG REGIONAL COMMISSION for a rezoning of the land as delineated in the Feature & Contour Plan.
- C. THE Shire desires to obtain Title to the Reserve coloured green, the drainage Reserve coloured blue and a 6m wide strip of land coloured dark green on the Feature & Contour Plan (hereinafter respectively called "the Reserve", "the waterways" and "6m wide strip").
- D. THE Owners have agreed to carry out certain works in respect of the Reserve and the waterways as hereinafter provided.

-2-

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

1. (a) THE expression "the Owners" shall be deemed to mean Lonsdale Lakes Pty. Ltd. and its assigns and all covenants by the Owners shall be deemed to be covenants by the Owners for and on behalf of itself and of its assigns and successors in Title.
- (b) THE expression "the shoreline" shall be deemed to mean "that area of land between the title boundary to the drainage Reserve and the land abutting that Reserve and the waters edge of the lake as finally developed".
- (c) THE expression "the Consulting Engineer" shall be deemed to mean the person from time to time engaged by the Owners as Consulting Engineer for the purposes of this Agreement.
2. THE Shire agrees to seal successive Plans of Subdivision subject to the usual and normal requirements of the Shire in respect of residential Plans of Subdivision and generally in accord with the Staging Schedule.
3. THE Owners agree to proceed to develop the land generally in accord with the proposed series of stages set out in Drawing 006 ("the Staging Plan") and subject only to such variations as shall from time to time become necessary and or practical for the better provision of services and the overall development shall be as reasonably agreed between the Shire and Owners and to proceed with construction at a rate determined by market demand and as soon as practicable from time to time.

-3-

4. (a) (i) THE Owners agree to submit construction plans for the waterways within one year of the rezoning date hereinafter referred to AND FURTHER to complete construction of the waterways as detailed in subparagraph (c) of this Clause in accord with such construction plans and as approved by the Shire Engineer and to transfer the same and the 6m wide strip to the Shire at no cost to the Shire not later than the time of issue by the Shire of a Certificate pursuant to the provisions of Section 569E (3) (d) of the Local Government Act (any Certificate so issued being hereinafter referred to as a "Certificate" or "Certificates") in relation to the Sixth Stage of the development shown on the Staging Plan or alternatively not later than seven years from the date of publication in the Victorian Government Gazette or notice of the said rezoning ("the rezoning date") or alternatively not later than the time when the Shire shall have issued Certificates in relation to stages comprising in total 70 per centum of the land rezoned Reserved Residential whichever shall be the soonest.
- (ii) THE Owners agrees to obtain from the Consulting Engineer a certification as to the estimated cost of completion of the waterways within one calendar month of the said date of publication and within one calendar month thereafter to deliver to the Shire a bank guarantee in respect of an amount equal to such estimated cost plus ten per centum and further to provide a certification of the estimated cost to complete within one calendar month of each

-4-

anniversary of the said date of publication PROVIDED THAT the parties agree that the bank guarantee shall be varied from year to year to equal such estimate of cost to complete plus ten per centum.

- (b) THE Owners agree to submit a development and landscape plan incorporating the provisions of Clause 5 to be approved by the Shire Engineer and to complete development of the Reserve in accord with such Plan and in accord with the provisions of the said Clause 5 of this Agreement and further to transfer the same to the Shire at no cost to the Shire not later than the date upon which the Shire shall issue Certificate in respect of the Third Stage of the development as shown on the Staging Plan or alternatively not later than the time when the Shire shall have issued Certificates in relation to Stages comprising in total 30 per centum of the land rezoned Reserved Residential or alternatively not later than three years from the rezoning date whichever shall be the soonest.
- (c) In respect of the construction of the waterways the Owners agree as follows:-
- (i) save in respect of such areas as shall be retained as shallows for the purpose of conservation and save in respect of the shoreline area to excavate the lake areas in respect of a minimum of 60 per centum thereof to a depth of not less than one metre;

-5-

- (ii) to grade the shoreline to a slope of 1:8 as varied by and subject to the approval of the Shire Engineer in consultation with the Consulting Engineer;
 - (iii) to increase the slope from the shoreline into the lake section by a slope of 1:3 as varied by and subject to the approval of the Shire Engineer in consultation with the Consulting Engineer. This slope will continue until required minimum depth is reached;
 - (iv) to provide a shoreline of natural sand material indigenous to the area with all patches of sediment/clay to be covered with such sand so creating a continuous sandy shoreline varying in width from a minimum 1m to a maximum 6m and averaging generally 3m PROVIDED THAT in respect of that part of the shoreline abutting the 6m wide strip to vary the shoreline as reasonably required by the Shire Engineer and/or the Owners for conservation purposes.
- (d) THE Owners agree prior to the issue by the Shire of a Certificate in respect of Stage 2 shown on the Staging Plan to provide a temporary access road to be constructed to the satisfaction of the Shire Engineer and at no cost to the Shire across that portion of Stage 7 shown on the Staging Plan and coloured brown and to maintain such temporary access road in good order and condition until a Certificate shall be issued by the Shire in respect of Stage 3 shown on the Staging Plan.

-6-

5. THE Owners agree to undertake the following work in respect of the Reserve prior to transfer to the Shire:-
- (a) Remove rubbish and clear the land preserving all good existing vegetation;
 - (b) To fill as necessary, level and spread top soil;
 - (c) To sow grass and to supply and plant 2000 mixed tree and shrub seedlings of a variety of species suited to local conditions with final specifications to be agreed between the Owners and the Shire Engineer;
 - (d) to establish a sandy shoreline in accord with the provisions of Clause 4 (c).
6. THE Owners agree at their cost to construct as part of Stage 4 road access from Stage 4 to the Reserve connecting with ingress from Shell Road and being a road constructed to the same specifications as those relative to the road coloured yellow on Stage 4 of the Staging Plan and being that part of the Reserve area coloured brown on the Staging Plan.
7. (a) THE Shire agrees to permit reasonable access to construction vehicles through the Reserve as shall from time to time be reasonable and convenient for the carrying out of development works on the land.

-7-

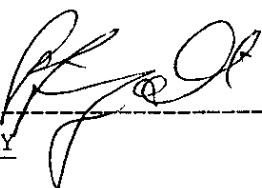
- (b) THE Owners agree to indemnify and hold safe the Shire in respect of any damage to the Reserve occurring after the date of transfer of the Reserve to the Shire as a consequence of the exercise by the Owners of such right of access.
8. THE Owners agree in respect of any Plan of Subdivision submitted to the Shire for sealing to incorporate on such Plan block sizes ranging in dimension from 530m² to 1500m² save in the case of any Town House/Cluster Villa Development site, any Commercial Site and/or any Retirement Village site.
9. AFTER completion of construction of the waterways and the whole of the shoreline the Owners agrees for a period of one year to maintain the waterways and thereafter to achieve stabilization of the water and shall not require the Shire to assume responsibility for the waterways until certification in writing of such stabilization by the Hydrological Consultant to the Owners Messrs. Scott & Furphy has been obtained.
10. THE Owners acknowledges that it shall have no right of compensation in respect of the transfer of the Reserve or the waterways and FURTHER AGREES that it shall execute a transfer of the Reserve and of the waterways as is herein provided at no cost to the Shire.
11. THE Shire and the Owners HEREBY ACKNOWLEDGE that this Agreement is entered into and intended by them to be entered into pursuant to the provisions of Section 181 (1) of the Planning and Environment Act 1987 AND FURTHER ACKNOWLEDGE that the covenants herein contained shall run with the land and the parties agree to do all things reasonably required by the Registrar of Titles to procure the registration of such covenants by the said Registrar of Titles.
- 173?

-8-

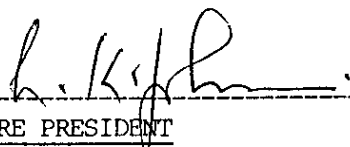
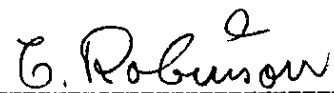
12. THE Shire agrees not unreasonably to refuse any request of the Owners for access across the 6m wide strip for recreational purposes PROVIDED THAT any damage or necessary works occasioned by usage by the Owners of such access shall be made good and/or effected by the Owners.
13. THE Owners agree to pay the reasonable legal costs and disbursements of the Shire in connection with the preparation execution and registration of this Development Agreement.
14. IN the event that any dispute shall arise between the parties hereto in respect of the interpretation of this Agreement or the proper application thereof such dispute shall be submitted to an arbitrator appointed by the President for the time being of the Law Institute of Victoria and it is agreed that the decision of any arbitrator so appointed shall be final and conclusive and binding upon the parties.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the day and year hereinbefore written.

THE COMMON SEAL of the SHIRE OF BELLARINE)
was hereunto affixed in pursuance of an)
Order of the Council made the 4th day of)
May in the presence of:)



SHIRE SECRETARY

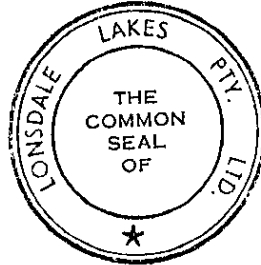

SHIRE PRESIDENT
COUNCILLOR

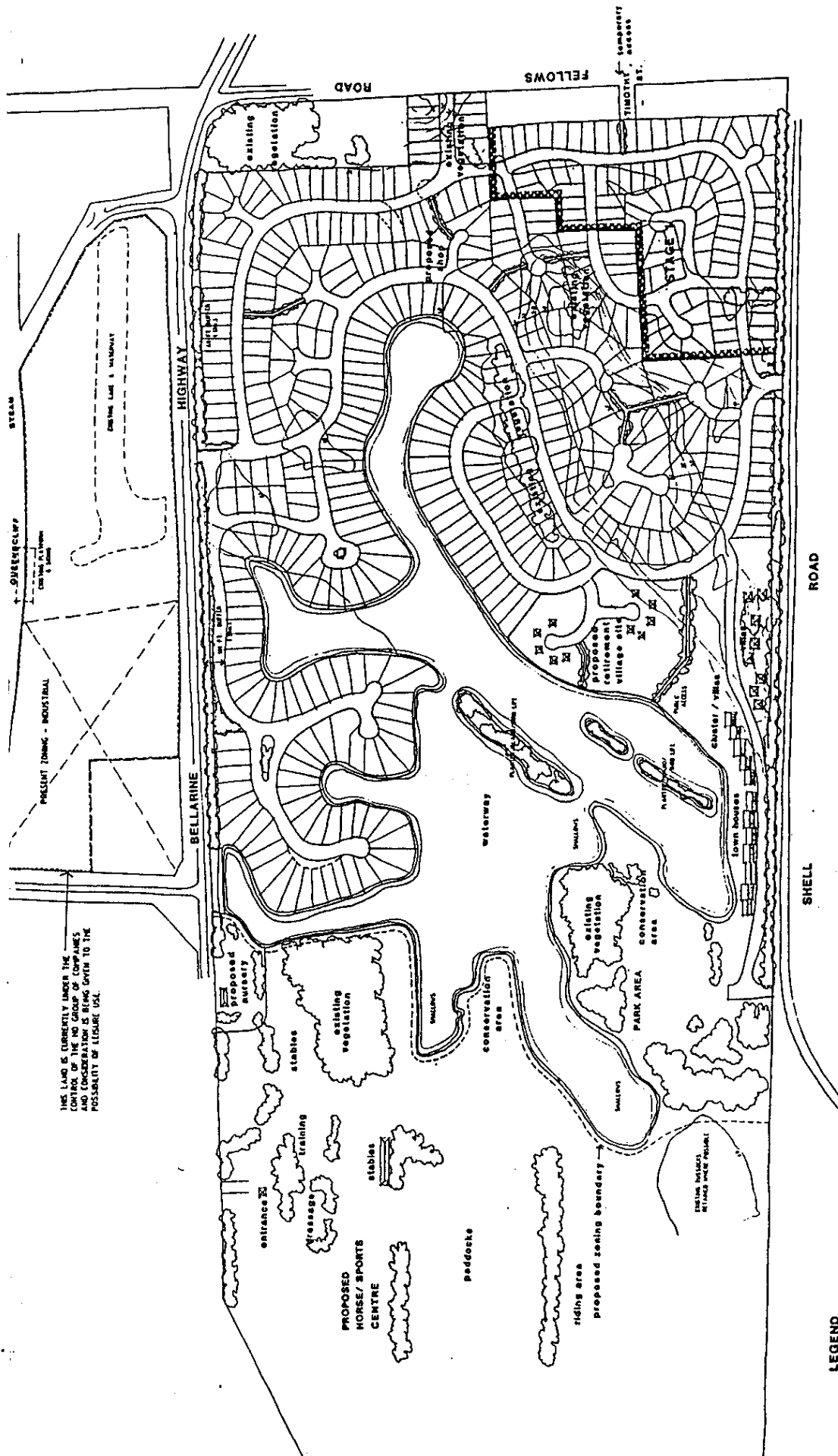
-9-

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

Director

Secretary





LEGEND



SCALE 1:2500 CONCEPT LAYOUT PLAN



DATE : 2006.7.20
Drawing No. 002A

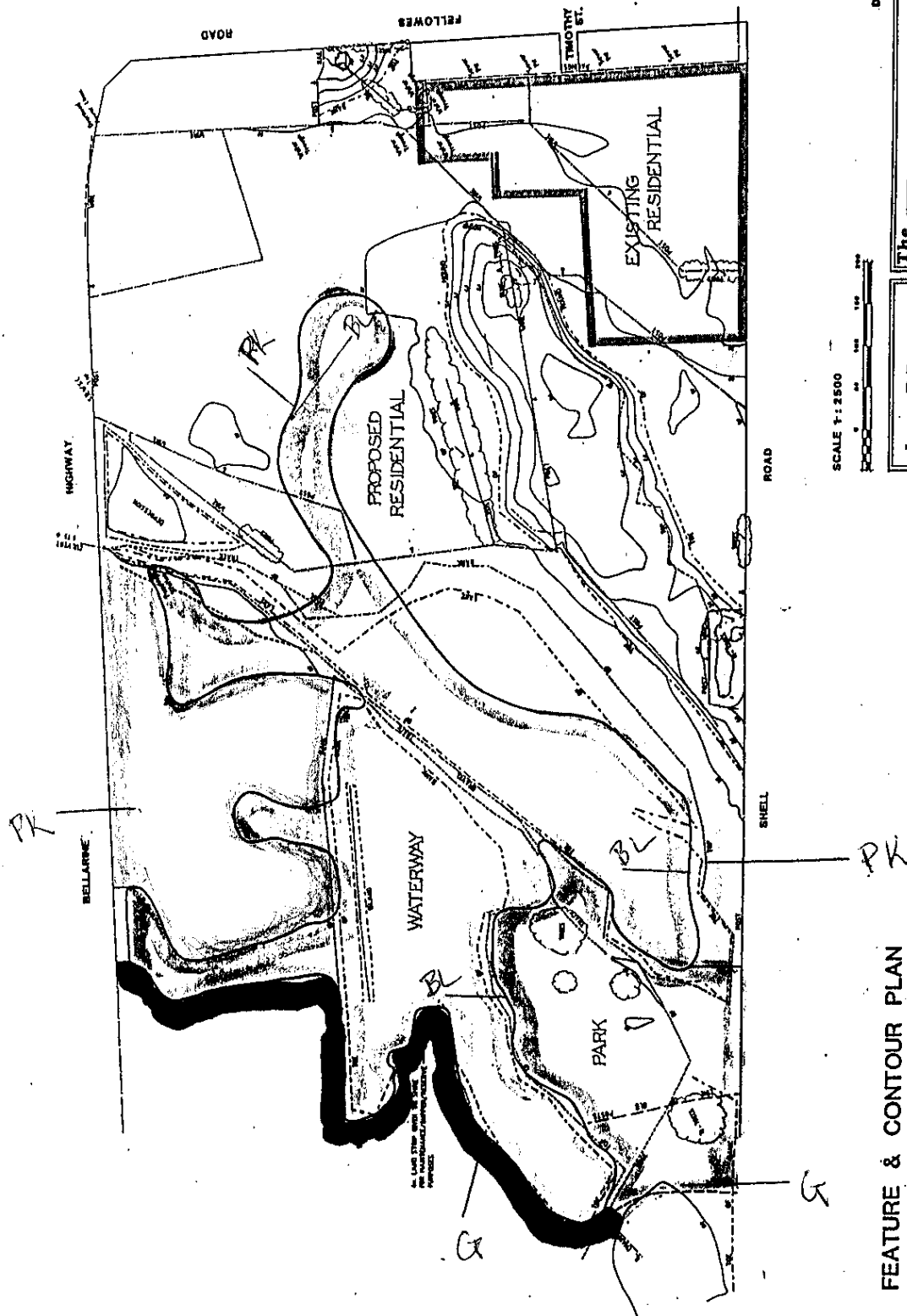
James D. Ramsey

11

**SCOTT & FURPHY
CONSULTING GROUP**



A	B	C	D	E	F	G	H	I	J						
OFFICE USE ONLY		NOTATIONS		CERTIFICATION BY SURVEYOR I CERTIFY THAT THIS PLAN HAS BEEN MADE BY ME OR UNDER MY IMMEDIATE SUPERVISION AND ACCORDS WITH TITLE <i>W. J. Parsons</i> LICENSED SURVEYOR DATED 21/2/86		THE LAND TO BE TRANSFERRED IS SHOWN ENCLOSED BY CONTINUOUS THICK LINES TITLE REF: VO. 9646 PG. 850 LAST PLAN REF: LP 99378		PLAN FOR TRANSFER PURPOSES		COUNTY GRANT PARISH PAYWIT CROWN ALLOTMENT 1 (PART)		SCALE 40 20 0 40 80 LENGTHS ARE IN METRES ORIGINAL SCALE SHEET SIZE 1:200 A3 OFFICE USE ONLY		VICTORIA	
MUNICIPALITY <u>Shire of Bellarine</u> COUNCIL REF. <u>FILE</u>															
SEAL AND ENDORSEMENT OF MUNICIPALITY Witnessed by at the office of on the day of <u>March</u> 1986 <i>W. J. Parsons</i> <i>G. Robinson</i> <i>W. J. Parsons</i>															
M. J. PARSONS AND ASSOCIATES. LAND SURVEYORS. 1041 HEIDENBERG ROAD, IVANHOE 3079 TELEPHONE 497 3821				SURVEYORS REF. 1382 / B				1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100		1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100					



James D. Ramsey
with
SCOTT & FURPHY
CONSULTING GROUP
© 2014

The
for
LONSDALE LAKES PTY. LTD.
a member of
Group of Companies.

Drawing No. 005

COLOUR CODE
 Y=Yellow G=Green O=Orange
 BL=Blue BR=Brown CH=Cross Hatched
 R=Red P=Purple PK=Pink H=Hatched

FEATURE & CONTOUR PLAN
 Surveyed by
W.R. CHASE PTY. LTD.



Y = Yellow G = Green O = Orange
BL = Blue BR = Brown CH = Cross Hatched
R = Red P = Purple PK = Pink H = Hatched

THE POSSIBILITY OF EXERCISING
CONTROL OF THE HO GROUP OF COMPANIES
AND CONSIDERATION IS BEING GIVEN TO THE
BUT NOT A 12-20-67 IS ONLY 3 LINE

Delivered from the LANDATA® System by PSI Global Pty Ltd at 10 Mar 2026

THE PRESIDENT COUNCILLORS AND
RATEPAYERS OF THE SHIRE OF
BAIRNSDALE

APPLICATION PURSUANT TO
SECTION 181 OF THE PLANNING
AND ENVIRONMENT ACT 1987

MADDOCK LONIE & CHISHOLM
Solicitors,
440 Collins Street,
MELBOURNE 3000

Ref: YP:MLS
Tel: 602 5677

9820-246 (CANCELLED PART)

transferred to new C/Ts

to issue

in Vol. 9901 Fol. 278

to Vol. 9901 Fol. 285

ON LP 214467 W



9820-246 (CANCELLED AS TO BALANCE)

transferred to new C/Ts

to issue in Vol. 9901 Fol. 286

to Vol. 9901 Fol. 327 (B.I.)

AND Vol. 9902 Fol. 040

ON LP 214468 U

