

TONY SALVATI
REGISTERED CONVEYANCER

House & Land Settlements
Business Settlements
Land Divisions
Community Divisions

8 August 2006

The Chief Executive Officer
Unley City Council
PO Box 1
Unley. SA 5061

Subject -		
Property/Street		
Application No.		
Doc. No.	15 AUG 2006	Class.
For Info/Action		

297 The Parade Beulah Park 5067
PO BOX 3038 Norwood 5067
ABN No 32 948 441 427
tsalvati@bigpond.net.au
Telephone 8333 4100
Facsimile 8333 4200
LTO DX 58087

Dear Sir/Madam,

Re Land Management Agreement Registration No. 9433816
Registered on Certificate of Title Volume 5887 Folio 755
Registered Proprietors: First Pacific Property Development Pty Ltd
Property situated at and known as Units 1, 2 and 3, 31 Young Street Parkside

I advise that act for First Pacific Property Development Pty Ltd in relation to the Application for the Land Division. Land Management Agreement No. 9433816 in favour of the City of Unley is registered over the above mentioned Certificate of Title and I have enclosed a copy of same for your file.

Please find enclosed herewith a copy of the Application for Land Division wherein the Consent by The City of Unley is required on Page 4 in order to facilitate the Deposit of the Plan of Division at the Lands Titles Office.

Would you please arrange for City of Unley to affix its normal Consent on Page 4 of the enclosed Application for Deposit of Plan of Division.

I have also enclosed herewith a copy of the proposed Plan of Division and Title Search for your file.

Would you please return the Application with the Consent of The City of Unley affixed as soon as possible so that the Application for the Land Division may be lodged.

Please do not hesitate to contact me if you have any queries.

With thanks

Yours faithfully


Tony Salvati

APPLICATION FOR DEPOSIT OF A PLAN OF DIVISION

(Pursuant to Part 19AB of the Real Property Act 1886)

DP

Development No. 090 / D503 / 03

CERTIFICATE(S) OF TITLE AFFECTED

THE WHOLE OF THE LAND COMPRISED IN CERTIFICATE OF TITLE

VOLUME 5887 FOLIO 755

APPLICANT(S) (Full Name and Address of all Registered Proprietors of land divided)FIRST PACIFIC PROPERTY DEVELOPMENT PTY LTD ACN 099 381 941 CARE OF BASSO NEWMAN & CO.
OF 286 FLINDERS STREET ADELAIDE 5000**To the Registrar-General,**

I/We the Applicant(s) hereby apply to have the accompanying plan of division deposited in the Lands Titles Registration Office and acknowledge that on deposit of the said plan:

- *(a) my/our estate and interest in the said land will be affected to the extent indicated in the Details of Transactions panel
- (b) certificates of titles will issue in accordance with the Schedule of Mode of Issue

* Delete the inapplicable

Guidance Notes available

SCHEDULE OF MODE OF ISSUE

PARCEL IDENTIFIER / CT REFERENCE	FULL NAME, ADDRESS AND MODE OF HOLDING	EASEMENTS AND ESTATES OR INTERESTS
ALLOTMENT 70	FIRST PACIFIC PROPERTY DEVELOPMENT PTY LTD ACN 099 381 941 CARE OF BASSO NEWMAN & CO. OF 286 FLINDERS STREET ADELAIDE 5000	<p>AGREEMENT 9433816 ENCUMBRANCE 9433818 M. 10200936 M. 10358418 X. 10406186 X. 10447660 X. 10453538 X10472213 LIEN 10480955</p> <p>TOGETHER WITH PARTY WALL RIGHTS OVER B AND SUBJECT TO PARTY WALL RIGHTS OVER A AS SET FORTH IN THE ACCOMPANYING PLAN</p> <p>TOGETHER WITH AN EASEMENT OVER E AS SET FORTH IN THE ACCOMPANYING PLAN</p>
ALLOTMENT 71	FIRST PACIFIC PROPERTY DEVELOPMENT PTY LTD ACN 099 381 941 CARE OF BASSO NEWMAN & CO. OF 286 FLINDERS STREET ADELAIDE 5000	<p>TOGETHER WITH PARTY WALL RIGHTS OVER A AND D AND SUBJECT TO PARTY WALL RIGHTS OVER B AND C AS SET FORTH IN THE ACCOMPANYING PLAN</p> <p>SUBJECT TO AN EASEMENTS OVER E APPURTENANT TO ALLOTMENTS 70 AND 72 AND TOGETHER WITH AN EASEMENT OVER E APPURTENANT TO ALLOTMENT 72 AS SET FORTH IN THE ACCOMPANYING PLAN</p> <p>AGREEMENT 9433816 ENCUMBRANCE 9433818 M. 10200936 M. 10358418 X. 10406186 X. 10447660 X. 10472213 X. LIEN 10480955</p>

SCHEDULE OF MODE OF ISSUE

PARCEL IDENTIFIER / CT REFERENCE	FULL NAME, ADDRESS AND MODE OF HOLDING	EASEMENTS AND ESTATES OR INTERESTS
ALLOTMENT 72	FIRST PACIFIC PROPERTY DEVELOPMENT PTY LTD ACN 099 381 941 CARE OF BASSO NEWMAN & CO. OF 286 FLINDERS STREET ADELAIDE 5000	<p>AGREEMENT 9433816 ENCUMBRANCE 9433818 M. 10200936 M. 10358418 X. 10406186 X. 10447660 X. 10453538 X10472213 LIEN 10480955</p> <p>TOGETHER WITH PARTY WALL RIGHTS OVER C AND SUBJECT TO PARTY WALL RIGHTS OVER D AS SET FORTH IN THE ACCOMPANYING PLAN</p> <p>SUBJECT TO AN EASEMENT OVER E APPURTENANT TO ALLOTMENT 72 AS SET FORTH IN THE ACCOMPANYING PLAN</p> <p>TOGETHER WITH AN EASEMENT OVER E AS SET FORTH IN THE ACCOMPANYING PLAN</p>

DETAILS OF TRANSACTION(S) (Applicants only)	CONSIDERATION / VALUE
1. CREATION OF PARTY WALL RIGHTS OVER PORTION OF ALLOTMENT 70 MARKED A APPURTENANT TO ALLOTMENT 71	VALUE DOES NOT EXCEED \$100.00
2. CREATION OF PARTY WALL RIGHTS OVER PORTION OF ALLOTMENT 71 MARKED B APPURTENANT TO ALLOTMENT 70	VALUE DOES NOT EXCEED \$100.00
3. CREATION OF PARTY WALL RIGHTS OVER PORTION OF ALLOTMENT 71 MARKED C APPURTENANT TO ALLOTMENT 72	VALUE DOES NOT EXCEED \$100.00
4. CREATION OF PARTY WALL RIGHTS OVER PORTION OF ALLOTMENT 72 MARKED D APPURTENANT TO ALLOTMENT 71	VALUE DOES NOT EXCEED \$100.00
5. CREATION OF EASEMENT OVER PORTION OF ALLOTMENT 71 MARKED E APPURTENANT TO ALLOTMENT 70	VALUE DOES NOT EXCEED \$100.00
6. CREATION OF EASEMENT OVER PORTION OF ALLOTMENT 72 MARKED E LIMITED IN HEIGHT TO 53.12 METERS AND APPURTENANT TO ALLOTMENT 71	VALUE DOES NOT EXCEED \$100.00
7. CREATION OF EASEMENT OVER PORTION OF ALLOTMENT 71 MARKED E LIMITED IN HEIGHT TO 52.12 METERS AND APPURTENANT TO ALLOTMENT 72	VALUE DOES NOT EXCEED \$100.00

SCHEDULE OF EASEMENTS CREATED BY DEPOSIT OF THE ACCOMPANYING PLAN OF DIVISION

* **Short form:** The easement(s) expressed on the plan to which the provisions of Sections 89 and 89a of the Real Property Act 1886 apply.

* ~~**Long form:** Easement(s) indicated on the plan to be set out in full in this instrument are as follows.~~

* Delete if inapplicable

STATEMENT OF EFFECT ON ESTATES OR INTERESTS OF CONSENTING PARTIES

ESTATE / INTEREST AFFECTED	EFFECT ON ESTATE OR INTEREST HELD OR CLAIMED	CONSIDERATION / VALUE
AGREEMENT 9433816	NIL	NIL

CERTIFICATION under Section 79 (6) of the Stamp Duty Act 1923

The highest amount secured during the currency of Mortgage was \$
 and the Mortgage has been duly stamped. Mortgage was \$

CERTIFICATE OF CONSENT FOR THE DEPOSIT OF A PLAN OF DIVISION

(Pursuant to Sections 223LH of the Real Property Act 1886)

I/We the undersigned certify my/our consent to the deposit of the accompanying plan of division in the Lands Titles Registration Office and acknowledge that the deposit of the plan will affect my/our estate or interest to the extent set out in the above Statement of Effect panel. *

DATED

CONSENTING PARTY (Full Name, Address and nature of estate or interest)

CITY OF UNLEY OF 181 UNLEY ROAD UNLEY 5061 BEING A PARTY TO THE LAND MANAGEMENT AGREEMENT NO. 9433816

EXECUTION

THE COMMON SEAL OF CITY OF UNLEY
 WAS HERETO AFFIXED IN THE PRESENCE
 OF:

MAYOR_____
CITY MANAGER

* Where a lease is extended to include other land, certificate of Lessor must also be included. If lease is over portion of land and is to extend over portion of land vesting in lessor, reference should be made to parcel defined in GRO Plan deposited for that purpose.

**NB: A penalty of up to \$2,000 or 6 months imprisonment applies for improper witnessing.

STATEMENT OF EFFECT ON ESTATES OR INTERESTS OF CONSENTING PARTIES

ESTATE / INTEREST AFFECTED	EFFECT ON ESTATE OR INTEREST HELD OR CLAIMED	CONSIDERATION / VALUE
ENCUMBRANCE 9433818	NIL	NIL

CERTIFICATION under Section 79 (6) of the Stamp Duty Act 1923

The highest amount secured during the currency of Mortgage

was \$

and the Mortgage has been duly stamped.

Mortgage

was \$

CERTIFICATE OF CONSENT FOR THE DEPOSIT OF A PLAN OF DIVISION

(Pursuant to Sections 223LH of the Real Property Act 1886)

I/We the undersigned certify my/our consent to the deposit of the accompanying plan of division in the Lands Titles Registration Office and acknowledge that the deposit of the plan will affect my/our estate or interest to the extent set out in the above Statement of Effect panel. *

DATED

CONSENTING PARTY (Full Name, Address and nature of estate or interest)

THE UNITING CHURCH IN AUSTRALIA PROPERTY TRUST (SA) OF 212 PIRIE STREET ADELAIDE 5000 AS ENCUMBRANCEE PURSUANT TO ENCUMBRANCE 9433818

EXECUTION

* Where a lease is extended to include other land, certificate of Lessor must also be included. If lease is over portion of land and is to extend over portion of land vesting in lessor, reference should be made to parcel defined in GRO Plan deposited for that purpose.

**NB: A penalty of up to \$2,000 or 6 months imprisonment applies for improper witnessing.

STATEMENT OF EFFECT ON ESTATES OR INTERESTS OF CONSENTING PARTIES

ESTATE / INTEREST AFFECTED	EFFECT ON ESTATE OR INTEREST HELD OR CLAIMED	CONSIDERATION / VALUE
MORTGAGE 10200936	NIL	NIL

CERTIFICATION under Section 79 (6) of the Stamp Duty Act 1923

The highest amount secured during the currency of Mortgage was \$
 and the Mortgage has been duly stamped. Mortgage was \$

CERTIFICATE OF CONSENT FOR THE DEPOSIT OF A PLAN OF DIVISION (Pursuant to Sections 223LH of the Real Property Act 1886)

I/We the undersigned certify my/our consent to the deposit of the accompanying plan of division in the Lands Titles Registration Office and acknowledge that the deposit of the plan will affect my/our estate or interest to the extent set out in the above Statement of Effect panel. *

DATED

CONSENTING PARTY (Full Name, Address and nature of estate or interest)

PROVIDENT CAPITAL PTY LTD ABN 78 082 735 573 OF LEVEL 42 TOWER BUILDING 264-278 GEORGE STREET SYDNEY 2000 AS MORTGAGEE PURSUANT TO MORTGAGE 10200936

EXECUTION

* Where a lease is extended to include other land, certificate of Lessor must also be included. If lease is over portion of land and is to extend over portion of land vesting in lessor, reference should be made to parcel defined in GRO Plan deposited for that purpose.
 **NB: A penalty of up to \$2,000 or 6 months imprisonment applies for improper witnessing.

STATEMENT OF EFFECT ON ESTATES OR INTERESTS OF CONSENTING PARTIES

ESTATE / INTEREST AFFECTED	EFFECT ON ESTATE OR INTEREST HELD OR CLAIMED	CONSIDERATION / VALUE
MORTGAGE 10358418	NIL	NIL

CERTIFICATION under Section 79 (6) of the Stamp Duty Act 1923

The highest amount secured during the currency of Mortgage was \$
 and the Mortgage has been duly stamped. Mortgage was \$

CERTIFICATE OF CONSENT FOR THE DEPOSIT OF A PLAN OF DIVISION

(Pursuant to Sections 223LH of the Real Property Act 1886)

I/We the undersigned certify my/our consent to the deposit of the accompanying plan of division in the Lands Titles Registration Office and acknowledge that the deposit of the plan will affect my/our estate or interest to the extent set out in the above Statement of Effect panel. *

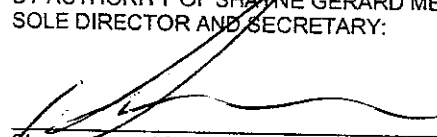
DATED

CONSENTING PARTY (Full Name, Address and nature of estate or interest)

AUSTRALIAN FINANSWERS PTY ACN 110 577 127 OF LEVEL 1, 185 WAKEFIELD STREET ADELAIDE 5000
 AS MORTGAGEE PURSUANT TO MORTGAGE 10358418

EXECUTION

EXECUTED BY AUSTRALIAN FINANSWERS PTY LTD
 BY AUTHORITY OF SHAYNE GERARD MELE AS
 SOLE DIRECTOR AND SECRETARY:


 Shayne Gerard Mele - Sole Director and Secretary

* Where a lease is extended to include other land, certificate of Lessor must also be included. If lease is over portion of land and is to extend over portion of land vesting in lessor, reference should be made to parcel defined in GRO Plan deposited for that purpose.
 **NB: A penalty of up to \$2,000 or 6 months imprisonment applies for improper witnessing.

STATEMENT OF EFFECT ON ESTATES OR INTERESTS OF CONSENTING PARTIES

ESTATE / INTEREST AFFECTED	EFFECT ON ESTATE OR INTEREST HELD OR CLAIMED	CONSIDERATION / VALUE
CAVEAT 10406186	NIL	NIL

CERTIFICATION under Section 79 (6) of the Stamp Duty Act 1923

The highest amount secured during the currency of Mortgage was \$
and the Mortgage has been duly stamped. Mortgage was \$

CERTIFICATE OF CONSENT FOR THE DEPOSIT OF A PLAN OF DIVISION

(Pursuant to Sections 223LH of the Real Property Act 1886)

I/We the undersigned certify my/our consent to the deposit of the accompanying plan of division in the Lands Titles Registration Office and acknowledge that the deposit of the plan will affect my/our estate or interest to the extent set out in the above Statement of Effect panel. *

DATED

CONSENTING PARTY (Full Name, Address and nature of estate or interest)

LUPOI NOMINEES PTY. LTD. ACN 106 981 47134 SAVAS ROAD ROSTREVOR 5073 AS CAVEATOR
PURSUANT TO CAVEAT 10406186

EXECUTION

EXECUTED BY LUPOI NOMINEES
PTY. LTD. BY AUTHORITY OF THE
DIRECTORS:

DIRECTOR

DIRECTOR

* Where a lease is extended to include other land, certificate of Lessor must also be included. If lease is over portion of land and is to extend over portion of land vesting in lessor, reference should be made to parcel defined in GRO Plan deposited for that purpose.
**NB: A penalty of up to \$2,000 or 6 months imprisonment applies for improper witnessing.

STATEMENT OF EFFECT ON ESTATES OR INTERESTS OF CONSENTING PARTIES

ESTATE / INTEREST AFFECTED	EFFECT ON ESTATE OR INTEREST HELD OR CLAIMED	CONSIDERATION / VALUE
CAVEAT 10447660	NIL	NIL

CERTIFICATION under Section 79 (6) of the Stamp Duty Act 1923

The highest amount secured during the currency of Mortgage

was \$

and the Mortgage has been duly stamped. Mortgage

was \$

CERTIFICATE OF CONSENT FOR THE DEPOSIT OF A PLAN OF DIVISION

(Pursuant to Sections 223LH of the Real Property Act 1886)

I/We the undersigned certify my/our consent to the deposit of the accompanying plan of division in the Lands Titles Registration Office and acknowledge that the deposit of the plan will affect my/our estate or interest to the extent set out in the above Statement of Effect panel. *

DATED

CONSENTING PARTY (Full Name, Address and nature of estate or interest)

CHRISTINE GARBAS OF 5 KAREDA DRIVE CAMPBELLTOWN 5074 AS CAVEATOR PURSUANT TO CAVEAT 10447660

EXECUTION

Signature of CONSENTING PARTY

Signature of WITNESS - Signed in my presence by the Consenting Party who is either personally known to me or has satisfied me as to her identity.

Print Full Name of Witness (BLOCK LETTERS)

Address of Witness

Business Hours Telephone No.

* Where a lease is extended to include other land, certificate of Lessor must also be included. If lease is over portion of land and is to extend over portion of land vesting in lessor, reference should be made to parcel defined in GRO Plan deposited for that purpose.
 **NB: A penalty of up to \$2,000 or 6 months imprisonment applies for improper witnessing.

STATEMENT OF EFFECT ON ESTATES OR INTERESTS OF CONSENTING PARTIES

ESTATE / INTEREST AFFECTED	EFFECT ON ESTATE OR INTEREST HELD OR CLAIMED	CONSIDERATION / VALUE
CAVEAT 10406186	NIL	NIL

CERTIFICATION under Section 79 (6) of the Stamp Duty Act 1923

The highest amount secured during the currency of Mortgage was \$

and the Mortgage has been duly stamped. Mortgage was \$

CERTIFICATE OF CONSENT FOR THE DEPOSIT OF A PLAN OF DIVISION

(Pursuant to Sections 223LH of the Real Property Act 1886)

I/We the undersigned certify my/our consent to the deposit of the accompanying plan of division in the Lands Titles Registration Office and acknowledge that the deposit of the plan will affect my/our estate or interest to the extent set out in the above Statement of Effect panel. *

DATED

CONSENTING PARTY (Full Name, Address and nature of estate or interest)

FOX REAL ESTATE (SA) PTY. LTD. ACN 113 976 024 CARE OF MOORE STEPHENS OF 47 GREENHILL ROAD WAYVILLE 5034 AS CAVEATOR PURSUANT TO CAVEAT 10453538

EXECUTION

EXECUTED BY FOX REAL ESTATE
(SA) PTY LTD BY AUTHORITY OF
THE DIRECTORS:

DIRECTOR

DIRECTOR

* Where a lease is extended to include other land, certificate of Lessor must also be included. If lease is over portion of land and is to extend over portion of land vesting in lessor, reference should be made to parcel defined in GRO Plan deposited for that purpose.
**NB: A penalty of up to \$2,000 or 6 months imprisonment applies for improper witnessing.

STATEMENT OF EFFECT ON ESTATES OR INTERESTS OF CONSENTING PARTIES

ESTATE / INTEREST AFFECTED	EFFECT ON ESTATE OR INTEREST HELD OR CLAIMED	CONSIDERATION / VALUE
CAVEAT 10472213	NIL	NIL

CERTIFICATION under Section 79 (6) of the Stamp Duty Act 1923

The highest amount secured during the currency of Mortgage was \$
 and the Mortgage has been duly stamped. Mortgage was \$

CERTIFICATE OF CONSENT FOR THE DEPOSIT OF A PLAN OF DIVISION

(Pursuant to Sections 223LH of the Real Property Act 1886)

I/We the undersigned certify my/our consent to the deposit of the accompanying plan of division in the Lands Titles Registration Office and acknowledge that the deposit of the plan will affect my/our estate or interest to the extent set out in the above Statement of Effect panel.

DATED

CONSENTING PARTY (Full Name, Address and nature of estate or interest)

DAVID COLIN FORBES AND SANDRA DAWN FORBES BOTH OF 53/54 TASMAN TERRACE PORT LINCOLN
 5606 AS CAVEATOR PURSUANT TO CAVEAT 10472213

EXECUTION

Signature of CONSENTING PARTY

Signature of CONSENTING PARTY

Signature of WITNESS - Signed in my presence by the Consenting Parties who are either personally known to me or have satisfied me as to their identity.

Print Full Name of Witness (BLOCK LETTERS)

Address of Witness

Business Hours Telephone No.

- * Where a lease is extended to include other land, certificate of Lessor must also be included. If lease is over portion of land and is to extend over portion of land vesting in lessor, reference should be made to parcel defined in GRO Plan deposited for that purpose.
- **NB: A penalty of up to \$2,000 or 6 months imprisonment applies for improper witnessing.

STATEMENT OF EFFECT ON ESTATES OR INTERESTS OF CONSENTING PARTIES

ESTATE / INTEREST AFFECTED	EFFECT ON ESTATE OR INTEREST HELD OR CLAIMED	CONSIDERATION / VALUE
LIEN 10480955	NIL	NIL

CERTIFICATION under Section 79 (6) of the Stamp Duty Act 1923

The highest amount secured during the currency of Mortgage was \$
Mortgage was \$
and the Mortgage has been duly stamped.

CERTIFICATE OF CONSENT FOR THE DEPOSIT OF A PLAN OF DIVISION
(Pursuant to Sections 223LH of the Real Property Act 1886)

I/We the undersigned certify my/our consent to the deposit of the accompanying plan of division in the Lands Titles Registration Office and acknowledge that the deposit of the plan will affect my/our estate or interest to the extent set out in the above Statement of Effect panel. *

DATED

CONSENTING PARTY (Full Name, Address and nature of estate or interest)

PROGETTO DESIGN PTY. LTD. ACN 074 681 646 OF 194A PROSPECT ROAD PROSPECT 5082 AS LIENOR
PURSUANT TO LIEN 10480955

EXECUTION

EXECUTED BY PROGETTO DESIGN
PTY LTD BY AUTHORITY OF THE
DIRECTORS:

DIRECTOR

DIRECTOR

* Where a lease is extended to include other land, certificate of Lessor must also be included. If lease is over portion of land and is to extend over portion of land vesting in lessor, reference should be made to parcel defined in GRO Plan deposited for that purpose.
**NB: A penalty of up to \$2,000 or 6 months imprisonment applies for improper witnessing.

LANDS TITLES REGISTRATION
OFFICE
SOUTH AUSTRALIA

**APPLICATION FOR DEPOSIT
OF A PLAN OF DIVISION**

FORM APPROVED BY THE REGISTRAR-GENERAL

**BELOW THIS LINE FOR OFFICE &
STAMP DUTY PURPOSES ONLY**

Series No	Prefix
	RTC
	D.P.

BELOW THIS LINE FOR AGENT USE ONLY

CERTIFIED CORRECT FOR THE PURPOSES OF THE REAL PROPERTY ACT 1886			
Solicitor/Registered Conveyancer/Applicant			
F E E S	R.G.O.	POST	NEW C.T.
	PLAN EXAMINATION	SURVEY ACT LEVY	PLAN DEPOSIT

AGENT CODE

Lodged by:

Correction to:

TITLES, CROWN LEASES, DECLARATIONS ETC. LODGED WITH
INSTRUMENT (TO BE FILLED IN BY PERSON LODGING)

- 1.....
- 2.....
- 3.....
- 4.....

PLEASE ISSUE NEW CERTIFICATE(S) OF TITLE AS FOLLOWS

- 1.....
- 2.....
- 3.....
- 4.....

DELIVERY INSTRUCTIONS (Agent to complete)
PLEASE DELIVER THE FOLLOWING ITEM(S) TO THE
UNDERMENTIONED AGENT(S)

ITEM(S)	AGENT CODE

NEW CERTIFICATE(S) OF TITLE TO ISSUE IN ACCORDANCE WITH SCHEDULE OF MODE OF ISSUE
--

PICK-UP NO.	
DP	

PLAN DEPOSITED	
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CORRECTION	PASSED
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REGISTERED	
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REGISTRAR-GENERAL

R-G 250505

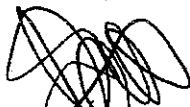
Printed by Tony Salvati on 7 Aug 2006

DATED

8 August 2006

EXECUTION BY APPLICANT(S)

EXECUTED BY FIRST PACIFIC PROPERTY
DEVELOPMENT PTY LTD BY AUTHORITY
OF NICHOLAS SANDERCOCK BEING THE
SOLE DIRECTOR AND SECRETARY OF THE
COMPANY:



Nicholas Sandercock - Sole Director and Secretary

** NB: A penalty of up to \$2,000 or 6 months imprisonment applies for improper witnessing.



Title Register Search

LANDS TITLES OFFICE, ADELAIDE

Issued pursuant to the Real Property Act 1886

REGISTER SEARCH OF CERTIFICATE OF TITLE * VOLUME 5887 FOLIO 755 *

COST : \$0.00 (GST exempt)

REGION : FAX 83334200

AGENT : TSA1 BOX NO : 560

SEARCHED ON : 14/07/2006 AT : 13:43:27

PARENT TITLE : CT 5848/125

AUTHORITY : RTU 9452904

DATE OF ISSUE : 23/01/2003

EDITION : 4

REGISTERED PROPRIETOR IN FEE SIMPLE

FIRST PACIFIC PROPERTY DEVELOPMENT PTY. LTD. OF C/- BASSO NEWMAN & CO. 286
FLINDERS STREET ADELAIDE SA 5000

DESCRIPTION OF LAND

ALLOTMENT 1 DEPOSITED PLAN 60885
IN THE AREA NAMED PARKSIDE
HUNDRED OF ADELAIDE

EASEMENTS

NIL

SCHEDULE OF ENDORSEMENTS

- 9433816 AGREEMENT UNDER DEVELOPMENT ACT, 1993 PURSUANT TO SECTION 57(2)
- 9433818 ENCUMBRANCE TO THE UNITING CHURCH IN AUSTRALIA PROPERTY TRUST
(S.A.) (SINGLE COPY ONLY)
- 10200936 MORTGAGE TO PROVIDENT CAPITAL LTD.
- 10358418 MORTGAGE TO AUSTRALIAN FINANSWERS PTY. LTD.
- 10406186 CAVEAT BY LUPOI NOMINEES PTY. LTD.
- 10447660 CAVEAT BY CHRISTINE GARBAS
- 10453538 CAVEAT BY FOX REAL ESTATE (SA) PTY. LTD.
- 10472213 CAVEAT BY DAVID COLIN FORBES AND SANDRA DAWN FORBES
- 10480955 LIEN LODGED 15.6.2006 BY PROGETTO DESIGN PTY. LTD. G.R.O. 20747

Warning: The information appearing under notations has not been formally recorded in the Register Book and the provisions of the Real Property Act 1886 do not extend thereto.



Title Register Search

LANDS TITLES OFFICE, ADELAIDE
Issued pursuant to the Real Property Act 1886

REGISTER SEARCH OF CERTIFICATE OF TITLE * VOLUME 5887 FOLIO 755 *

REGION : FAX 83334200	PARENT TITLE : CT 5848/125
AGENT : TSA1 BOX NO : 560	AUTHORITY : RTU 9452904
SEARCHED ON : 14/07/2006 AT : 13:43:27	DATE OF ISSUE : 23/01/2003
	EDITION : 4

NOTATIONS

DOCUMENTS AFFECTING THIS TITLE

NIL

REGISTRAR-GENERAL'S NOTES

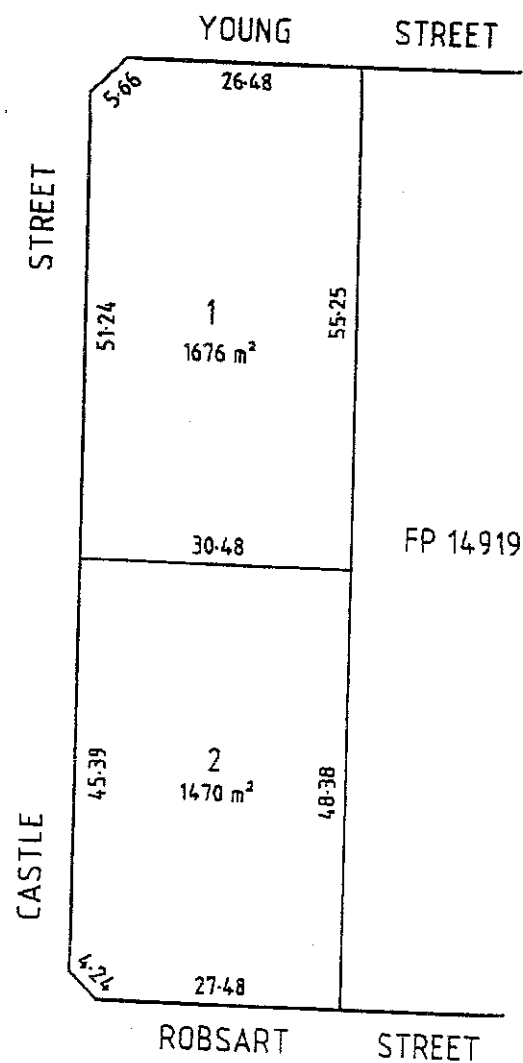
ON S.A. HERITAGE REGISTER VIDE GAZ 27/09/1990

Warning: The information appearing under notations has not been formally recorded in the Register Book and the provisions of the Real Property Act 1886 do not extend thereto.

Page 2 of 3

END OF TEXT.

LANDS TITLES OFFICE ADELAIDE SOUTH AUSTRALIA
DIAGRAM FOR CERTIFICATE OF TITLE VOLUME 5887 FOLIO 755
SEARCH DATE: 14/07/2006 TIME: 13:43:27



0 7.5 15 22.5 30 Metres

16 **Legislated Surveys**



PYPER LEAKER SURVEYING SERVICES PTY LTD PO BOX 1520 GLENFIELD SOUTH SA 5045 PH: 08 8397 3182 FAX: 08 8397 0863	DATE: 14/5/05	REFERENCE: PL1140

Orig. AG 9433816



12:28 27-Sep-2002

2 of 5

Fees: \$90.50

LANDS TITLES REGISTRATION
OFFICE
SOUTH AUSTRALIA

FORM APPROVED BY THE REGISTRAR-GENERAL

BELOW THIS LINE FOR AGENT USE ONLY

CERTIFIED CORRECT FOR THE PURPOSES
OF THE REAL PROPERTY ACT 1886

G. Mandos
Solicitor/Registered Conveyancer/Applicant

Series No.	Prefix
2	MA AG

BELOW THIS LINE FOR OFFICE USE ONLY

Date	Time:
FEES	
R.G.O.	POSTAGE NEW C.T.

Lodged by:

Evans & Murray

AGENT CODE

Emub.

Correction to:

Franchise Muscova

FMUC

TITLES, CROWN LEASES, DECLARATIONS ETC. LODGED WITH
INSTRUMENT (TO BE FILLED IN BY PERSON LODGING)

- 1.....
- 2.....
- 3.....
- 4.....
- 5.....

Assessor

PLEASE ISSUE NEW CERTIFICATE(S) OF TITLE AS FOLLOWS

- 1.....
- 2.....
- 3.....

RN49
CORRECTION

17-10-02

PASSED

REGISTERED

30 OCT 2002

A. Harrington pro



© January 2000

DELIVERY INSTRUCTIONS (Agent to complete)
PLEASE DELIVER THE FOLLOWING ITEM(S) TO THE
UNDERMENTIONED AGENT(S)

ITEM(S)	AGENT CODE

Please Initial on all GM

Insert type of document

P.M.G.M.

here... APPLICATION TO NOTE LAND MANAGEMENT AGREEMENT.

TO: THE REGISTRAR GENERAL

C.M.
 CITY OF UNLEY of 181 Unley Road, Unley SA 5061 does pursuant to the provisions of Section 57(5) of the Development Act 1993 HEREBY APPLY FOR THE REGISTRATION of the attached Land Management Agreement pursuant to the provisions of Section 57(5) of the said Act which Land Management Agreement is dated the 26th day September of 2002 and made between CITY OF UNLEY of the first part and THE UNITING CHURCH IN AUSTRALIA PROPERTY TRUST (S.A.) of 212 Pirie Street Adelaide SA 5000 of the second part and which Agreement binds the land comprised in Certificates of Title Register Book Volume 5848 Folio 125.

whole of the land
 The Agreement relates to the management of the land for the purposes of Section 57 of the said Act.
 * *NOW THEREFORE the Council applies pursuant to S 57(5) of the Act to note the Agreement against the land.*
 The Common Seal of CITY OF UNLEY was hereto affixed in the presence of:

[Signature]
 Mayor

[Signature]
 City Manager

Initials GM
 DATED THE 26th day of SEPTEMBER 2002

THE COMMON SEAL OF THE UNITING CHURCH)
 IN AUSTRALIA PROPERTY TRUST (S.A.) was)
 hereunto affixed pursuant to a resolution passed at a)
 meeting of the members of the Trust)

[Signature]
 (Signature) MEMBER. *GM*

(Name) *[Signature]*

(Signature) MEMBER. *GM*

(Name)



THIS LAND MANAGEMENT AGREEMENT is made on the 26th day of September 2002

BETWEEN:

THE UNITING CHURCH IN AUSTRALIA PROPERTY TRUST (S.A.)

of 212 Pirie Street Adelaide SA 5000
(the Owner)

COMMISSIONER OF STATE TAXATION

S.A. STAMP DUTY PAID \$10.00
ORIGINAL with 0 copies
27/09/2002 09:30:25 FR22625.5
DEED

AND

CITY OF UNLEY

of 181 Unley Road Unley SA 5061
(the Council)

RECITALS

- A. The Owner is the registered owner of the land comprised in Certificate of Title Register Book Volume 5848 Folio 125 and known as allotments 210 and 211 Filed Plan 14919 and being certain land bounded by Young Street Castle Street and Robsart Street Parkside (the land).
- B. There is a church building established on the land together with an associated car park and pre-school. The church building is substantially established on allotment 210 but encroaches onto allotment 211 (the church building). The carpark associated with the church and pre-school is on allotment 211 (the car parking land)
- C. By Development Application 090/D019/02 application was made to the Council seeking to divide the land (by way of boundary realignment) so as to create proposed allotments 1 and 2 as shown on a plan (the plan) accompanying the said application (the land division application).
- D. The effect of the land division application will be to site the church building wholly on proposed allotment 1 on the plan and the car park and pre-school would be established on allotment 2 as shown on the plan.
- E. The Owner has entered into a contract with Umilo Bria of 151 Lyons Road Demancourt SA 5075 to sell the whole of the land to Umilo Bria and/or nominee (the third party). The said contract as varied by agreement between the parties provides for settlement on the 26th day of September 2002.
- F. The third party has indicated that it wishes to retain the church building on proposed allotment 1 but to change the use of the church building from religious purposes to residential purposes by converting the church building to three dwellings. Further the third party has indicated that it then proposes to sell allotment 2 on the plan to a fourth party (the fourth party).
- G. The Council is prepared to consider the land division application independently and in advance of the proposed subsequent change of use of the church building on the basis that the Owner acknowledges that subject to the matters set out in this agreement and that upon the land division application being approved and upon the satisfaction of the

condition precedent the Owner agrees to abandon any and all existing use rights to use the Church as a place for religious purposes and other associated purposes to the maximum extent permitted by law and will not use the church building as a Church and/or for religious purposes without the provision of associated car parking on the car parking land.

- H. This agreement will not in any way affect the legal rights associated with proposed allotment 2.
- I. The parties further agree that this agreement has been entered into pursuant to Section 57 of the Development Act and that it relates to the development and management of the land.

OPERATIVE PART

The Council and the Owner agree as follows:

1. INTERPRETATION

1.1. Definitions

In this document unless the context otherwise requires:

"the Owner" means the person(s) and/or company(ies) from time to time being registered or entitled to be registered as the proprietor(s) of an estate in fee simple in the land identified in Certificate of Title Book Volume 5848 Folio 125 and known as allotment 210 and 211 Filed Plan 14919 and being certain land bounded by Young Street Castle Street and Robsart Street Parkside.

"the Council" means the City of Unley and its successors.

"application" means the development application made under the Act by the Owners to the Council being DA 090/0403/02

"church" shall mean the church building established on the land.

"car park" means the area devoted to the car park and pre-school on the carparking land.

"carparking land" means the land comprised in allotment 211 in Certificate of Title Book Volume 5848 Folio 125.

1.2. Construction

In this document, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) an obligation of two or more parties shall bind them jointly and severally;
- (c) if a word or phrase is defined cognate words and phrases have corresponding definitions; and

- (d) a reference to:
- (i) a person includes a corporation and a body politic;
 - (ii) a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them made by any legislative authority;
 - (iii) any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them; and
 - (iv) a right includes a remedy, authority or power;

1.3. Headings

Headings shall be ignored in construing this document.

2. EXTINGUISHMENT OF EXISTING USE RIGHTS and CESSATION OF USE OF CHURCH

Upon the satisfaction of the condition precedent, the Owner hereby agrees and acknowledges:-

- 2.1 that the existing use rights to use the Church for religious purposes and other associated purposes will be extinguished to the fullest extent possible at law and the Owner waives and relinquishes any and all existing use rights to use the church building for religious and associated purposes, and
- 2.2 that the church building may only be used for church and religious and other associated purposes for so long as provision for adequate associated carparking is provided on the carparking land to service the church building.
- 2.3 That for as long as the church building is used for church and religious and associated purposes, the carparking land will be maintained for the purposes of the provision of carparking for the church building.

3. FUTURE DEVELOPMENT OF LAND

The Owner and the Council acknowledge and agree that this agreement has been entered into on the basis that the land is likely to be developed in the future in accordance with the recitals hereof, that is that a third party proposes to buy all of the land and to convert the church to three dwellings and that the car park land (proposed allotment 2 on the plan) be sold to a fourth party whose development plans (if any) in relation to that land are presently unknown to the Owner.

4. CONDITION PRECEDENT

The parties expressly declare and agree that the provisions of this Deed shall not be binding or impose any obligation upon them unless and until:-

- 4.1 the Council granting consent to the land division application, and
- 4.2 this Deed is registered in the Lands Titles Office over the land pursuant to the provisions of the Development Act.

5. RESCISSION

In the event that any development authorisation obtained in respect of the application

lapses or expires by virtue of the provisions of the Act without being implemented by the Owner or the condition precedent is not satisfied or the contract between the Owner and the third party is not settled on or before the 26th day of September 2002, the Council agrees to do all things necessary to rescind this Deed at the request of the Owner. The reasonable costs of and incidental to the preparation stamp and registration of a Deed of Rescission shall be borne by the Owner.

6. DISPUTE RESOLUTION

- 6.1. The parties to this Agreement mutually acknowledge, covenant and agree that if any dispute or difference shall arise between any or all of the parties to this Agreement in respect of any act matter or thing to be undertaken by any party to this Agreement, then any of the parties to this Agreement shall be entitled to give to the other party written notice of the dispute or difference and at the expiration of twenty-eight days from the date of the written notice unless such dispute shall have been otherwise settled between the parties, the dispute and difference shall be and is hereby referred to a person agreed between the parties who is experienced and knowledgeable in respect of the matters in dispute, who will investigate and determine the dispute in the capacity of an expert, not an arbitrator, or in the absence of an agreement, to a person nominated by the National President, or other principal office bearer for the time being of the Institute of Australia Arbitrators (hereafter called "I.A.A.") or in the event of the I.A.A. ceasing to exist by the President or other principal office bearer for the time being of another body by whatever name called and having the same general purposes and functions as the I.A.A.
- 6.2. If the person referred to in this clause is unable to make a decision within two weeks of the completion of the hearing or any extended period agreed in writing between the parties then another person shall be appointed in the manner prescribed in sub-clause 1 hereof and shall enter upon the reference in lieu of the first person.
- 6.3. The decision of the person referred to in sub-clauses 1 and 2 hereof shall be final and binding upon the parties.
- 6.4. The fees of the person referred to in sub-clauses 1 and 2 hereof together with all other costs and expenses of and incidental to the decision (other than the parties own costs which include legal costs) shall be borne equally by the parties to the dispute.

7. ADDITIONAL REQUIREMENTS

The requirements of this Agreement are at all times to be construed as additional to the requirements of the Act and any other legislation affecting development of the land.

8. RIGHT OF INSPECTION

The Council and any employee or agent of the Council authorised by the Council may for the purposes of this Agreement at any reasonable time enter into and upon the land for the purpose of:-

- 8.1. inspecting the land and any building on the land
- 8.2. exercising any other powers of the Council under this Agreement.

9. NOTICE TO REMEDY

If the Owner is in breach of this Agreement the Council may by notice in writing served on the Owner require the Owner to remedy the breach (including the reinstatement of the land) within such time nominated by the Council in the notice (being not less than 10 business days of the date of the service of the notice) and if the Owner fails to remedy the breach, the Council or its servants or agents may carry out the requirements of the notice and in so doing perform any necessary works upon the land and recover any costs thereby incurred from the Owner as a debt due and owing to the Council.

10. RIGHT TO REMOVE

If in a notice referred to in the preceding paragraph the Council requires removal of anything from the land which may include but shall not be limited to a building items fittings or material of any kind the Council and its servants or agents are hereby authorised and empowered by the Owner to remove the said thing or things from the land (provided that the said thing or things have not previously been approved by the Council) and dispose of it or them in any manner determined by the Council PROVIDED THAT if the said thing or things shall have any monetary value then the Council shall use its best endeavours to realise that monetary value and shall after the disposal account to the Owner and pay to it the realised value less all expenses reasonably incurred by the Council in such removal and disposal.

11. DELEGATION

The Council may delegate any of the Council's powers under this Agreement to any person.

12. GIVING OF NOTICE

A notice shall for the purpose of this Agreement be properly served on the Owner if it is:-

- 12.1 posted to the Owner's last address known to the Council in which event it will be deemed to have been received on the day after posting,
- 12.2 affixed to a prominent position on the land.

13. REGISTRATION AND COSTS

- 13.1. The Council requests that this Agreement be registered on the land comprised in the Certificate of Title Register Book Volume 5848 Folio 125.
- 13.2 The cost of registration and the cost of preparation of this Agreement shall be borne on behalf of the Owner.
- 13.3 Each party hereto shall do all things necessary to ensure that this Agreement is registered and a memorial thereof is entered on the said Certificate of Title pursuant to the provisions of Section 57 of the Act.

14. ENTIRE AGREEMENT

- 14.1. This Agreement contains the agreement between the owner and the Council and any variation and shall be in writing.
- 14.2. The Council and the Owner acknowledge that the Recitals are true and accurate and agree that they form part of this Agreement.

15. SEVERANCE

- 15.1. If a provision of this Agreement is void or voidable or unenforceable but would not be void or voidable or unenforceable if it were read down and is capable of being read down it shall be read down accordingly.
- 15.2. If not withstanding sub-clause 1 hereof, a provision of this Agreement is still void or voidable or unenforceable:-
- (i) if the provision would not be void or voidable or unenforceable as aforesaid if a word or words were omitted therefrom, that word or those words (as the case may be) are hereby severed;
 - (ii) if necessary, the whole provision is hereby severed; and

the remainder of this Agreement has full force and effect.

EXECUTED unconditionally by the parties as an Agreement pursuant to the provisions of Section 57 of the Development Act 1993.

THE COMMON SEAL
of the **CITY OF UNLEY**

was hereunto affixed in the presence of:

Mayor

Chief Executive Officer

THE COMMON SEAL OF THE UNITING CHURCH)
IN AUSTRALIA PROPERTY TRUST (S.A.) was)
hereunto affixed pursuant to a resolution passed at a)
meeting of the members of the Trust)

(Signature) MEMBER GMY

(Name)

(Signature) MEMBER GMY

(Name)

(Howard LMA)