

NOTICE OF AN APPLICATION FOR PLANNING PERMIT

The land affected by the application is located at:	Unit 8 76 Beach Road METUNG VIC 3904 Lot: 8 PS: 640176
The application is for a permit to:	Variation of Restrictive Covenant AL081342W
A permit is required under the following clauses of the planning scheme:	
Planning Scheme Clause	Matter for which a permit is required
Restrictions (52.02)	Proceeding under Section 23 of the Subdivision Act 1988 to vary a restriction.
The applicant for the permit is:	Crowther & Sadler Pty Ltd
The application reference number is:	5.2025.264.1

You may look at the application and any documents that support the application free of charge at: <https://www.eastgippsland.vic.gov.au/building-and-development/advertised-planning-permit-applications>

You may also call 5153 9500 to arrange a time to look at the application and any documents that support the application at the office of the responsible authority, East Gippsland Shire. This can be done during office hours and is free of charge.

Any person who may be affected by the granting of the permit may object or make other submissions to the responsible authority.

An objection must

- ♦ **be made to the Responsible Authority in writing,**
- ♦ **include the reasons for the objection, and**
- ♦ **state how the objector would be affected.**

The responsible authority must make a copy of every objection available at its office for any person to inspect during office hours free of charge until the end of the period during which an application may be made for review of a decision on the application.

The Responsible Authority will not decide on the application before:	Subject to the applicant giving notice
---	---

If you object, the Responsible Authority will tell you its decision.

April McDonald

From: Snapforms Notifications <no-reply@snapforms.com.au>
Sent: Thursday, 7 August 2025 9:13 AM
To: Planning Unit Administration
Subject: Planning Permit application
Attachments: 21300 COT Volume_11366_Folio_155 20250807.pdf; 21300 Report.pdf; 21300 List of Beneficiaries.pdf; Planning_Permit_Application_2025-08-07T09-12-50_27010106_0.pdf

Planning Permit Application

A "Planning Permit Application" has been submitted via the East Gippsland Shire Council website, the details of this submission are shown below:

Business trading name: Crowther & Sadler Pty Ltd

Email address: contact@crowthersadler.com.au

Postal address : PO Box 722, BAIRNSDALE VIC 3875

Preferred phone number: 0351525011

Owner's name:

Owner's postal address:

Street number: 8/76

Street name: Beach Road

Town: Metung

Post code: 3904

Lot number: 8

Plan number: PS640176Q

Is there any encumbrance on the Title such as a restrictive covenant, section 173 agreement or other obligation such as an easement or building envelope?: Yes

Will the proposal result in a breach of a registered covenant restriction or agreement?: No

Existing conditions : Vacant residential land

Description of proposal : Variation of Restrictive Covenant AL081342W to delete clause (b)

Estimated cost of development: 0

Has there been a pre-application meeting: No

Your reference number: 21300

Full copy of Title: [21300 COT Volume_11366_Folio_15520250807.pdf](#)

Planning report: [21300 Report.pdf](#)

ExtraFile: 1

1. Supporting information/reports: [21300 List of Beneficiaries.pdf](#)

Invoice Payer: Crowther & Sadler Pty Ltd

Address for Invoice: PO Box 722, BAIRNSDALE VIC 3875

Invoice Email: accounts@crowthersadler.com.au

Primary Phone Invoice: 0351525011

Declaration: Yes

Authority Check: Yes

Notice Contact Check: Yes

Notice check 2: Yes

Privacy Statement Acknowledge: Yes



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

VOLUME 11366 FOLIO 155

Security no : 124126911736P
Produced 07/08/2025 08:51 AM

LAND DESCRIPTION

Lot 8 on Plan of Subdivision 640176Q.
PARENT TITLE Volume 10569 Folio 312
Created by instrument PS640176Q 24/07/2012

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT AL081342W 14/05/2014
Expiry Date 31/12/2030

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
AH970813L 25/05/2011

DIAGRAM LOCATION

SEE PS640176Q FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AZ056368X (E)	CONV PCT & NOM ECT TO LC	Completed	15/04/2025
AZ068795K (E)	TRANSFER	Registered	17/04/2025

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

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

Street Address: UNIT 8 76 BEACH ROAD METUNG VIC 3904

ADMINISTRATIVE NOTICES

NIL

eCT Control 20158X SARGEANTS BASS COAST CONVEYANCING
Effective from 17/04/2025

OWNERS CORPORATIONS



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

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS640176Q

DOCUMENT END

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Document Type	Plan
Document Identification	PS640176Q
Number of Pages (excluding this cover sheet)	2
Document Assembled	07/08/2025 08:51

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PS6401760

PAGE NO. 1 LR USE ONLY

EDITION 1



PLAN OF SUBDIVISION

LOCATION OF LAND

PARISH: BUMBERRAH
TOWNSHIP: —
SECTION: —
CROWN ALLOTMENT: 81^A (PART)
CROWN PORTION: —

TITLE REFERENCES: VOL 10569 FOL 312

LAST PLAN REFERENCE: LOT 6 - PS434079N

POSTAL ADDRESS: 76 BEACH ROAD,
(At time of subdivision) METUNG, 3904

MGA 94 CO-ORDINATES: E 573 760
(Of approx. centre of land in plan) N 5806 640 ZONE: 55

COUNCIL CERTIFICATION AND ENDORSEMENT

COUNCIL NAME: EAST GIPPSLAND SHIRE COUNCIL REF: 151/2010/CRT

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 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 10 / 01 / 2010
~~Re-certified under Section 11(7) of the Subdivision Act 1988.~~
~~Council Delegate~~
~~Council seal~~
Date / /

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER COUNCIL/BODY/PERSON

NIL

NIL

NOTATIONS

STAGING This is / is not a staged subdivision
Planning Permit No 771/2003/P

DEPTH LIMITATION 15.24 METRES BELOW THE SURFACE

LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS
FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT & LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES

SURVEY: THIS PLAN IS / IS NOT BASED ON SURVEY

THIS SURVEY IS CONNECTED TO PERMANENT MARK No(s)

EASEMENT INFORMATION

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

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

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE & SEWERAGE	SEE DIAG	PS434079N	EAST GIPPSLAND SHIRE COUNCIL, EAST GIPPSLAND REGION WATER AUTHORITY AND LAND IN PS434079N

LR USE ONLY

STATEMENT OF COMPLIANCE / EXEMPTION STATEMENT

RECEIVED



DATE 12 / 7 / 2012

LR USE ONLY

PLAN REGISTERED

TIME 5.06pm

DATE 24 / 7 / 2012

A.R.T.

Assistant Registrar of Titles

SHEET 1 OF 2 SHEETS

Crowther & Sadler Pty. Ltd.
LICENSED SURVEYORS & TOWN PLANNERS
162 MACLEOD STREET, BAIRNSDALE, VIC., 3876
TELEPHONE (03) 6162 6011

LICENSED SURVEYOR

MICHAEL JOSEPH SADLER

SIGNATURE

DATE 27 / 10 / 2010

REF 12964

VERSION 3

DATE 10 / 01 / 2010

COUNCIL DELEGATE SIGNATURE

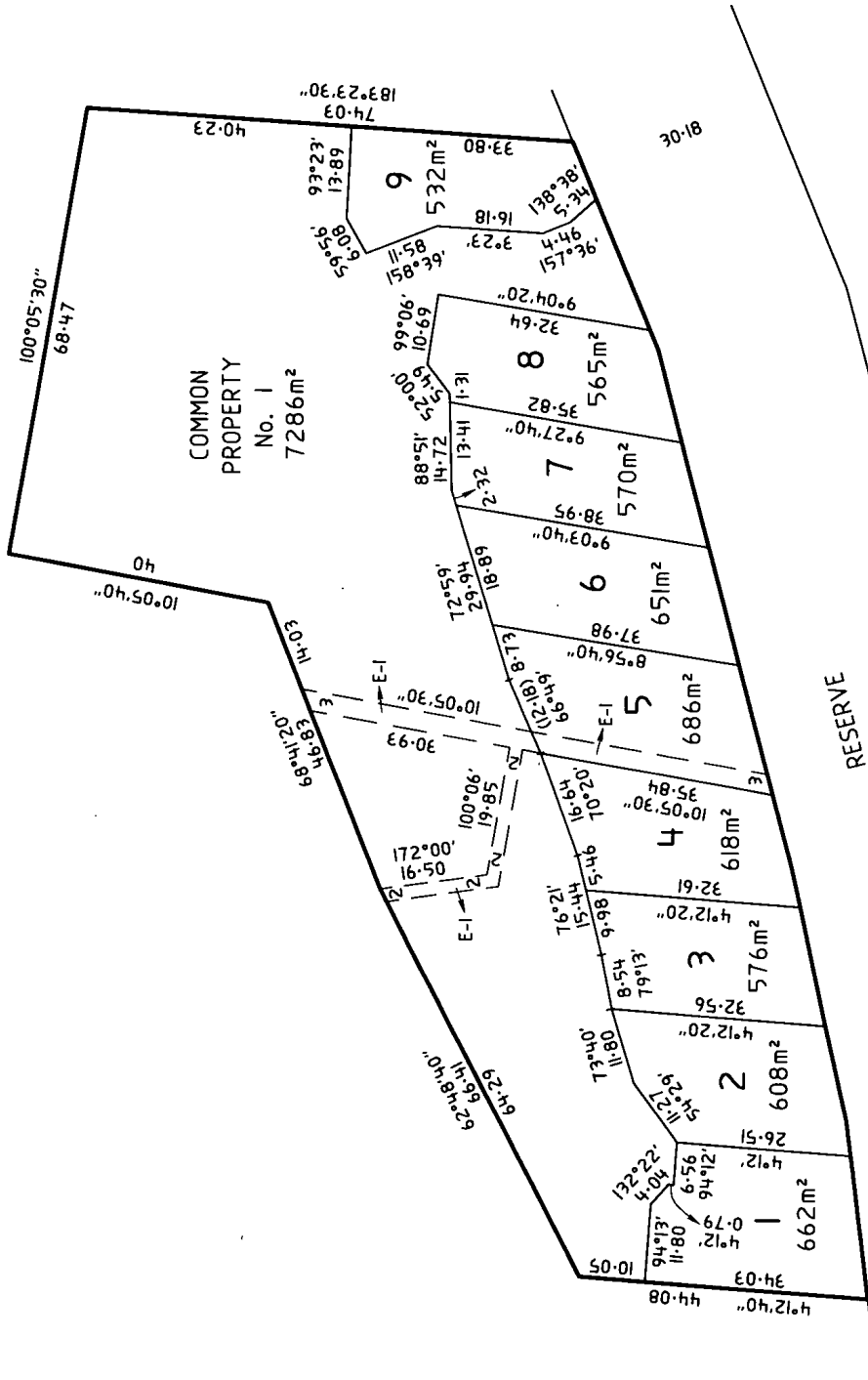
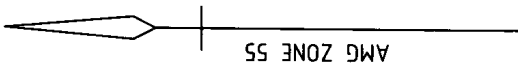
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Printed 21/08/2025

Page 7 of 32

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PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER
	PS 640176Q	



Crowthorne & Sadler Pty. Ltd.
LICENSED SURVEYORS & TOWN PLANNERS
152 MACLEOD STREET, BAIRNSDALE, VIC. 3875
TELEPHONE (03) 5162 5011

SCALE
8 0 8 16 24 32 40
LENGTHS ARE IN METRES

ORIGINAL
SCALE
SHEET SIZE
1:800 A3

LICENSED SURVEYOR	MICHAEL JOSEPH SADLER
SIGNATURE	DATE 27/10/2010
REF 12964	VERSION 3

SHEET 2 OF 3 SHEETS
DATE 10/01/2010
COUNCIL DELEGATE SIGNATURE



Department of Environment, Land, Water & Planning

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Status	Registered	Dealing Number	AZ068795K
Date and Time Lodged	17/04/2025 02:22:13 PM		

Lodger Details

Lodger Code	20158X
Name	SARGEANTS BASS COAST CONVEYANCING
Address	
Lodger Box	
Phone	
Email	
Reference	

TRANSFER

Jurisdiction	VICTORIA
--------------	----------

Privacy Collection Statement

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Land Title Reference

11366/155

Transferor(s)

Given Name(s)	
Family Name	

Given Name(s)	
Family Name	

Estate and/or Interest being transferred

Fee Simple

Consideration

\$AUD 565000.00

Transferee(s)

Tenancy (inc. share)	Joint Tenants
Given Name(s)	
Family Name	
Address	



Department of Environment, Land, Water & Planning

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Electronic Instrument Statement

Street Number
Street Name
Street Type
Locality
State
Postcode

Given Name(s)

Family Name

Address

Street Number
Street Name
Street Type
Locality
State
Postcode

Duty Transaction ID

6249292

The transferor transfers to the transferee their estate and/or interest in the land specified for the consideration, subject to any restrictive covenant set out or referred to in this transfer.

Execution

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

Executed on behalf of

Signer Name

Signer Organisation

Signer Role

Execution Date

VANESSA JEAN TURNER

SARGEANTS BASS COAST
CONVEYANCING

CONVEYANCING PRACTICE

17 APRIL 2025



Department of Environment, Land, Water & Planning

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3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Executed on behalf of

Signer Name	KAREN LEANNE CLARKE
Signer Organisation	MCCARTHY PARTNERS
Signer Role	LAW PRACTICE
Execution Date	17 APRIL 2025

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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25/05/2011 10:52:17
AH970813L

Section 181

**APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE MAKING
OF A RECORDING OF AN AGREEMENT**

Planning & Environment Act 1987

Privacy Collection Statement

The information from this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes in the Victorian Land Registry.

Lodged by:

Name: WARREN GRAHAM & MURPHY
Phone: (03) 5152-2661
Address: 119 Main Street, Bairnsdale
Ref: PJC;jl:175310
Customer Code: 1716W

The Authority having made an agreement referred to in Section 181(1) of the **Planning and Environment Act 1987** requires a recording to be made in the Register for the land.

Land: Certificate of Title Volume 10569 Folio 312

Authority: East Gippsland Shire Council, Corporate Centre, 273 Main Street, Bairnsdale, 3875

Section and Act under which agreement made: Section 173 of the Planning & Environment Act 1987

A copy of the Agreement is attached to this Application.

Signature for the Authority:

Name of Officer:

Aaron Hallan
.....
Aaron Hallan, Manager Development
(full name)

Date:

19/05/2011
.....

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AH970813L



Date 18 / 05 /2011

**Agreement under Section 173
of the Planning and Environment Act 1987**
Subject Land: (Lot 6 PS434079N), 76 Beach Road, Metung

East Gippsland Shire Council
and

Kings Cove Metung Pty Ltd

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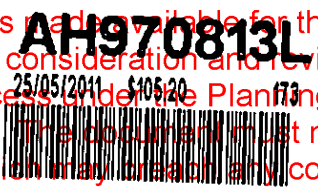
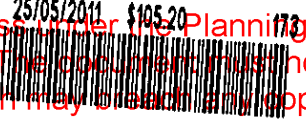


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Agreement under Section 173 of the Planning and Environment Act 1987

DATE 18/05/2011

BETWEEN

EAST GIPPSLAND SHIRE COUNCIL
of Corporate Centre, 273 Main Street, Bairnsdale

(Council)

AND

KINGS COVE METUNG PTY LTD [ACN 006 383 179]
of Level 1, 61 The Esplanade, Paynesville

(Owner)

RECITALS

- A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. On 20 June 2005 Council issued Planning Permit No. 771/2003/P (**Planning Permit**) allowing the Subject Land to be subdivided into 9 lots and common property and the development of 9 dwellings on the new lots, and associated works including the removal of selected vegetation in accordance with the Endorsed Plan. Condition 2 of the Planning Permit requires the Owner to enter into this Agreement to provide for the matters set out in that condition. A copy of the Planning Permit is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

- D. Condition 2 of the Planning Permit provides that:

"Before the issue of the Statement of Compliance under the provisions of the Subdivision Act 1988 the land owner must enter into an agreement with the responsible authority in accordance with Section 173 of the Planning & Environment Act 1987 and make application to the Registrar of Titles to have the Agreement registered under Section 181 of the Act which will covenant that the lots and common land created in the subdivision must only be:

- (a) *developed in accordance with the approved plans for the constructions of the dwellings and associated works or such other plans approved by the Responsible Authority;*
- (b) *landscaped and fenced in accordance with the approved landscape plan or such other landscape plan approved by the Responsible Authority except that the escarpment area must only be developed and maintained in accordance with the approved plans.*

The agreement must also provide that the landscaping and fencing as approved must be maintained to the satisfaction of the Responsible Authority."

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E. As at the date of this Agreement, the Subject Land is encumbered by Mortgage No. AH049057N in favour of the Mortgagee. The Mortgagee has consented to the Owner entering into this Agreement with respect to the Subject Land.

F. The parties enter into this Agreement:

F.1 to give effect to the requirements of the Planning Permit; and

F.2 to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

THE PARTIES AGREE

1. DEFINITIONS

AH970813L

25/05/2011 \$105.20 173



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

Act means the *Planning and Environment Act 1987*.

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

Building has the same meaning as Act.

Endorsed Plan means the plan endorsed with the stamp of Council from time to time as the plan which forms part of the Planning Permit. A copy of the Endorsed Plan is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

Landscape Plan means the landscape plan endorsed by Council from time to time in accordance with condition 14 of the Planning Permit or such other landscape plan as may be approved by Council from time to time. A copy of the Landscape Plan is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

lot means a lot on the Endorsed Plan.

Mortgagee means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Subject Land or any part of it.

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

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

Planning Scheme means the East Gippsland Planning Scheme and any other planning scheme that applies to the Subject Land.

Subject Land means the land situated at 76 Beach Road, Metung being the land referred to in Certificate of Title Volume 10569 Folio 312 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.



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 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 meaning as defined in the Act.
- 2.6 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.
- 2.7 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- 2.8 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

3.1 Development

Except with Council's prior written consent the Owner:

- 3.1.1 may only develop the Subject Land in accordance with the Endorsed Plans; and
- 3.1.2 must not, upon completing the development in accordance with the Endorsed Plans, alter or extend or otherwise change the development.

3.2 Landscaping

- 3.2.1 The Owner agrees that prior to the occupation of any Building on a lot or the use of the Subject Land allowed by the Planning Permit, whichever is the earlier the Subject Land will be landscaped and fenced in accordance with the approved Landscape Plan to the satisfaction of Council.
- 3.2.2 The Owner further agrees that the landscaping and fencing constructed on the Subject Land, in accordance with the Landscape Plan must be maintained to the satisfaction of the Council.



4. FURTHER OBLIGATIONS OF THE OWNER

4.1 Notice and Registration

The Owner further covenants and agrees that the Owner will bring this Agreement to the attention of all prospective purchasers, lessees, mortgagees, chargees, transferees and assigns.

4.2 Further actions

The Owner further covenants and agrees that:

- 4.2.1 the Owner will do all things necessary to give effect to this Agreement;
- 4.2.2 the Owner will make 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 for this to be done 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.

4.3 Council's Costs to be Paid

The Owner further covenants and agrees that the Owner will immediately pay to Council, Council's reasonable costs and expenses (including legal expenses) of and incidental to the preparation, drafting, review, finalisation, engrossment, execution, registration and enforcement of this Agreement which are and until paid will remain a debt due to Council by the Owner.

5. AGREEMENT UNDER SECTION 173 OF THE ACT

Council and the Owner agree that without limiting or restricting the respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made as a Deed pursuant to Section 173 of the Act, and the obligations of the Owner under this Agreement are obligations to be performed by the Owner as conditions subject to which the Subject Land may be used and developed pursuant to the Planning Permit.

6. OWNER'S WARRANTIES

Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

7. SUCCESSORS IN TITLE

Without limiting the operation or effect that 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:

- 7.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- 7.2 execute a deed agreeing to be bound by the terms of this Agreement.

8. ENDING AGREEMENT

This Agreement may be ended wholly or in part or as to any part of the Subject Land by Council with the approval of the Minister or by agreement between Council and the Owner. As soon as reasonably practicable after the Agreement has ended, Council will at the Owner's request and at the Owner's cost, apply to the Registrar of Titles under section 183(1) of the Act to cancel the recording 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.

9.2 Service of Notice

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 7 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.

9.3 No Waiver

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

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 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

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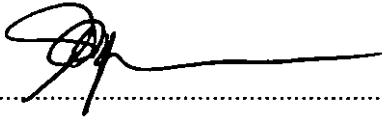
any plans of subdivision applicable to the Subject Land or relating to any use or development of the Subject Land.

10. COMMENCEMENT OF AGREEMENT

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

SIGNED, SEALED AND DELIVERED as a Deed by the parties on the date set out at the commencement of this Agreement.

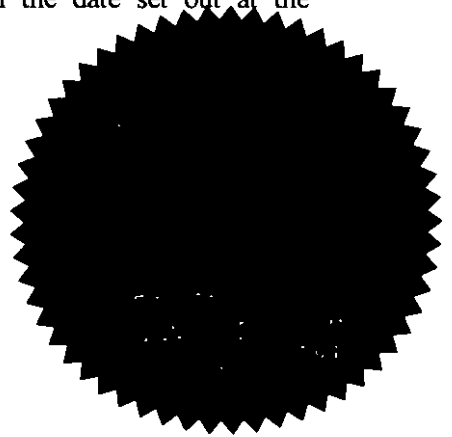
The Common Seal of the East Gippsland Shire Council was hereunto affixed on the 18th day of May 2011, in the presence of:



Chief Executive



Witness



Executed by **KINGS COVE METUNG PTY LTD (A.C.N. 006 383 179)** in accordance with Section 127 of the *Corporations Act 2001*:



(signature)



(signature)

TIMOTHY RICHARD WEIGHT

(full name)

Thomas LAGER

(full name)

Level 1, 61 THE KESKILAN ROAD
PAINESVILLE

(address)

74 WAIR ST. BAIRNSPAKE

(address)

DIRECTOR

(office held)

SELLER

(office held)

AH970813L

25/05/2011 \$105.20

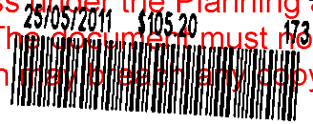
173



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AH970813L



Mortgagee's Consent

Gippsland Secured Investments Ltd as Mortgagee of registered mortgage No. AH049057N consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

THE COMMON SEAL OF GIPPSLAND SECURED INVESTMENTS LIMITED
was affixed in the presence of authorised persons



.....
Director

Peter Milton Murphy
(full name)
119 Main Street Bairnsdale
(usual address)

.....
Director

Glenn Andrew Sanford
(full name) **IAN ROBERT CAMPBELL**
119 Main Street Bairnsdale
(usual address)

Imaged Document Cover Sheet

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Number of Pages (excluding this cover sheet)	3
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Transfer of Land

By Mortgagee or Annuitant

Section 77 Transfer of Land Act 1958

AL081342W



Lodged by

Name: *GM Conveyancing*

Phone:

Address:

Reference:

Customer Code: *3800X*

The mortgagee or annuitant being the proprietor of the mortgage or charge described in exercise of the power of sale conferred by the Transfer of Land Act 1958 transfers to the transferee the estate and interest of the registered proprietor in the land described for the consideration expressed-

- together with any easements created by this transfer;
- subject to the subsisting encumbrances specified; and
- subject to any easements reserved by this transfer or restrictive covenant contained or covenant created pursuant to statute and included in this transfer.

Land: (volume and folio)

Certificate of Title

Volume	Folio
11366	155

Mortgage or Charge number under which power of sale is exercised:

AH049057N

Consideration:

~~\$313,000.00~~ *\$313,500.00* *\$ 330,000*

Mortgagee or Annuitant: (full name)

GISSLAND SECURED INVESTMENTS LIMITED (ABN 71 004 860 057) (RECEIVERS AND MANAGERS APPOINTED)

Transferee: (full name and address including postcode)

EAGLEVALE INVESTMENTS (VIC) PTY LTD (ACN 150 332 915) of 2 Loch Park Road TRARALGON VIC 3844

Subsisting encumbrances: Any encumbrances affecting the land

The Creation and/or Reservation of Easement and/or Restrictive Covenant set out in the approved Annexure Page A1 (if attached) forms part of this transfer

The Transferee with the intent that the benefit of this covenant shall until the 31st December 2030, be attached to and run at law and in equity with the whole of the land comprised in Plan of Subdivision Number PS640176Q (other than the land hereby transferred) and that the burden therefore shall be annexed to and run at law and in equity with the land hereby transferred and each and every part thereof and that the same shall be noted and appear on every Certificate of Title for the said lot and every part thereof as an encumbrance affecting the same DOETH HEREBY COVENANT with the Transferor and other registered proprietor or proprietors for the time being of the land comprised in the said Plan of Subdivision (other than the land hereby transferred) that the Transferee will not:

- (a) Permit the land hereby transferred or any part thereof to be used for the purpose of commercial breeding or boarding of or training kennels, or cages for cats, dogs or birds, or the keeping of poultry, or for the grazing of horses, or for the parking, garaging or servicing of any motor vehicle in excess of five tonnes gross vehicle mass except for the purpose of loading or unloading goods unless the vehicle is a construction vehicle engaged on construction works thereon

Approval No.
1241115A

Order to Register

Duty Use Only

T3

Please register and issue the Certificate of Title to

Page 1 of 3

Signed

Customer Code

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Land Victoria, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

Printed 21/08/2025

Page 24 of 32

Transfer of Land

By Mortgagee or Annuitant

Section 77 Transfer of Land Act 1958

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AL081342W



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or unless the vehicle is a boat, caravan or similar vehicle of any gross vehicle mass and is screened from view from the roadways and adjoining properties.

- (b) Construct or externally alter or allow to be constructed or externally altered on the land hereby transferred any building or structure (including fences and landscape structures) other than in accordance with:
- (i) The plans endorsed by East Gippsland Shire Council, a copy of which can be obtained from East Gippsland Shire Council offices during normal business hours upon reasonable notice;
 - (ii) The 'Kings Cove – Metung – Australia Guidelines for Construction, Siting of External Alteration and Additions to Buildings and Structures at 76 Beach Road, Metung, "The Beaches" dated 25 June 2012 (or as amended), a copy of which can be obtained from Riviera Properties Limited (in liquidation) offices during normal business hours upon giving Riviera Properties Limited (in liquidation) reasonable notice; and
 - (iii) Plans and specifications previously submitted to and approved in writing by the Transferor, Kings Cove Metung Pty Ltd (in liquidation), or its nominee;
- (c) Permit or authorise any part of the land hereby transferred to be used for the purposes of the drying of clothes, storage of garbage, or housing of gas, fuel or water tanks, or location of air conditioning systems, or similar uses unless such areas are reasonably screened from public view.

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1241115A

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Annexure Page

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AL081342W



This is page 3 of Approved Form T3 dated

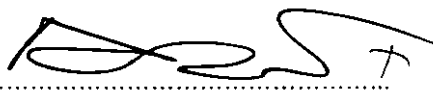
between GIPPSLAND SECURED INVESTMENTS LIMITED (ABN 71 004 860 057) and EAGLEVALE INVESTMENTS (VIC) PTY LTD (ACN 150 332 915)

Signature of the Parties

Dated: Do Not Date/14/14

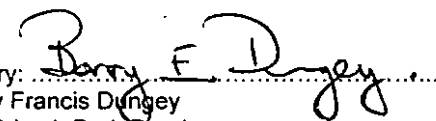
Execution and attestation:

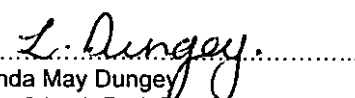
EXECUTED by one of the joint and several receivers and managers in accordance with the Corporations Act 2001 (Cth) and the instrument appointing himself:


Signature

A P NIKITINS
Full Name
ADAM PALL NIKITINS

Executed by Eaglevale Investments (VIC) Pty Ltd (ACN 150 332 915) in accordance with Section 127 of the Corporations Act 2001 by being signed by those persons who are authorised to sign for the company:

Director/Secretary: 
Full Name: Barry Francis Dungey
Usual Address: 2 Loch Park Road
Traralgon VIC 3844

Director: 
Full Name: Linda May Dungey
Usual Address: 2 Loch Park Road
Traralgon VIC 3844

Approval No.
1241115A

Order to Register

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Department of Environment, Land, Water & Planning

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Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS640176Q

The land in PS640176Q is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 9.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

OCV MANAGEMENT PTY LTD UNIT 6 85 BARDIA AVENUE SEAFORD VIC 3198

AX298849V 27/09/2023

Owners Corporation Manager:

NIL

Rules:

Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

Owners Corporation Rules:

1. OC015054S 24/07/2012
2. PS640176Q 24/07/2012

Additional Owners Corporation Information:

OC015053U 24/07/2012

Notations:

NIL

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	10	10
Lot 2	10	10
Lot 3	10	10
Lot 4	10	10
Lot 5	10	10



Department of Environment, Land, Water & Planning

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Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS640176Q

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Lot 6	10	10
Lot 7	10	10
Lot 8	10	10
Lot 9	10	10
Total	90.00	90.00

From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan, Instrument or Folio is to be read as a reference to an Owners Corporation.

Statement End.

Our ref: 21300

7 August 2025

Manager Planner
East Gippsland Shire Council
Via email: planning@egipps.vic.gov.au

Attention: Martin Richardson

Dear Martin,

**Re: Planning Permit Application
Proposed Variation of Restrictive Covenant AL081342W
8/76 Beach Road, Metung
Lot 8 on PS640176Q**

Please find attached a Planning Permit Application seeking a proposed variation of Restrictive Covenant AL081342W at 8/76 Beach Road, Metung.

The current form of Clause (b) of Restrictive Covenant AL081342W prevents development being undertaken on the subject land, given the inability to obtain the written approval from the Transferor of a proposed development as the Transferor company has been wound-up. Clause (b) (i) is also duplicated within Section 173 agreement AH970813L.

Council has recently amended numerous Section 173 Legal Agreements that apply variously across the Kings Cove Estate, to remove the requirement to obtain the written approval from the Transferor of a proposed development.

The consideration of the request to vary Restrictive Covenant AL081342W is considered a logical and orderly planning outcome.

Previous Council Planning Reports amending the series of Section 173 Legal Agreements advised that Council:

"would have a reasonable basis to vary a Covenant by deleting this obligation if an owner applied for a planning permit to vary their Covenant".

The proposal to vary Restrictive Covenant AL081342W is entirely consistent with the expectation foreshadowed in the Council report.

We have prepared a summary of beneficiaries to Restrictive Covenant AL081342W. We understand that a process of public notification will be required, including the need to advertise the Planning Permit Application in a local newspaper, and look forward to receiving Council's requirements.



FS 520900



It is considered that the request to vary Restrictive Covenant AL081342W is consistent with and furthers the relevant objectives of Section 4 of the *Planning and Environment Act 1987*.

As always, please do not hesitate to contact our office should you require any further information to assist with your consideration of this matter.

Regards,

KATE YOUNG
Town Planner

Enc: *Planning Permit Application Form (via portal)*
Summary of Beneficiaries to Restrictive Covenant AL081342W
Copy of Title

Note: *Planning Permit Application Fee of \$1,496.10 payable upon receipt of Council invoice*

Our ref: 21300

Application for Planning Permit Variation of a Restrictive Covenant

Address	8/76 Beach Road, Metung
Formal description	Lot 8 on PS640176Q
Existing conditions	Residential vacant land
Encumbrances	<p><i>Restrictive Covenant AL081342W:</i> Registered on 14 May 2014 upon the transfer of land from Kings Cove Metung Pty Ltd.</p> <p><i>Legal Agreement AH970813L:</i> Executed on 18 May 2011.</p>
Permit trigger	Clause 52.02 relating to <i>Easements, Restrictions and Reserves</i> to vary a restriction, to be facilitated under Section 23 of the <i>Subdivision Act 1988</i> .
Proposed variation to AL081342W	<p>Deletion of Clause (b) in its entirety that states:</p> <p><i>“(b) Construct or externally alter or allow to be constructed or externally altered on the land hereby transferred any building or structure (including fences and landscape structures) other than in accordance with:</i></p> <ul style="list-style-type: none"> <i>(i) the plans endorsed by East Gippsland Shire Council, a copy of which can be obtained from East Gippsland Shire Council offices during normal business hours upon reasonable notice;</i> <i>(ii) the ‘Kings Cove-Metung-Australia Guidelines for Construction, Siting of External Alteration and Additions to Buildings and Structures at 76 Beach Road, Metung, “The Beaches” dated 25 June 2012 (or as amended), a copy of which can be obtained from Riviera Properties Limited (in liquidation) offices during normal business hours upon giving Riviera Properties Limited (in liquidation) reasonable notice; and</i> <i>(iii) plans and specifications previously submitted to and approved in writing by the Transferor, Kings Cove Metung Pty Ltd (in liquidation), or its nominee</i>

Beneficiaries

The whole of the land comprised in Plan of Subdivision Number PS640176Q:

1/76 Beach Road, Metung (Lot 1/PS640176Q)

2/76 Beach Road, Metung (Lot 2/PS640176Q)

3/76 Beach Road, Metung (Lot 3/PS640176Q)

4/76 Beach Road, Metung (Lot 4/PS640176Q)

5/76 Beach Road, Metung (Lot 5/PS640176Q)

6/76 Beach Road, Metung (Lot 6/PS640176Q)

7/76 Beach Road, Metung (Lot 7/PS640176Q)

8/76 Beach Road, Metung (Lot 8/PS640176Q)

9/76 Beach Road, Metung (Lot 9/PS640176Q)

Common Property No.1 ((PS640176Q)