

NOTICE OF PROPOSAL TO END AN AGREEMENT

The application reference number is:	AGR.6.2023
Responsible Authority:	East Gippsland Shire Council
Description of the land affected by the agreement:	16/122 Golf Links Road LAKES ENTRANCE 3909
Description of the proposal:	End Section 173 Agreement AJ760223N

Who initiated the proposal?

The proposal was initiated by Development Solutions Victoria Pty Ltd, who applied to the responsible authority for agreement to the proposal under section 178A of the *Planning and Environment Act 1987*.

In accordance with section 178A(3) of the *Planning and Environment Act 1987*, the responsible authority has notified the applicant that it agrees in principle to the proposal.

You may look at the application and any documents that support the application at 273 Main Street, Bairnsdale. This can be done during office hours and is free of charge.

Additionally, the documentation is posted to the website of the responsible authority. This can be done anytime by visiting the following website:

<https://www.eastgippsland.vic.gov.au/building-and-development/advertised-planning-permit-applications>.

Any person who is given notice of the proposal, or who ought to have been given notice of the proposal under section 178C of the *Planning and Environment Act 1987*, may object to, or make any other submission in relation to, the proposal.

The responsible authority will not make a decision on the proposal under section 178E of the <i>Planning and Environment Act 1987</i> before:	20 February 2024
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If the responsible authority decides to end the agreement, or refuses to end the agreement, the responsible authority will give notice of its decision to any person who made an objection.

In most cases, the responsible authority will give notice of its decision to any person who made a submission.

If the responsible authority proposes to end the agreement in a manner that is substantively different from the proposal, the responsible authority will give notice of the new proposal to all parties to the agreement and any other persons to whom the responsible authority considers the decision to end the agreement may cause material detriment.

Our ref: 23132

20th November 2023

Robert Pringle
Statutory Planning Coordinator
East Gippsland Shire Council
PO Box 1618
BAIRNSDALE VIC 3875

Dear Robert,

**Re: Request to End Section 173 Agreement AJ760223N
16/122 Golf Links Road, Lakes Entrance**

We act on behalf of Annalize and Jacob De Klerk, the owners of land at 16/122 Golf Links Road, Lakes Entrance and parties to the Section 173 Agreement AJ760223N.

A review of the Land Titles Office database outlines other land originally affected by this Section 173 Agreement are identified in the table below:

Address	Plan	Section 173 Agreement Status
15/122 Golf links Road, Lakes Entrance	Lot 15 PS505060S	Current
17/122 Golf links Road, Lakes Entrance	Lot 17 PS505060S	Ended 2020
18/122 Golf links Road, Lakes Entrance	Lot 18 PS505060S	Ended 2020
19/122 Golf links Road, Lakes Entrance	Lot 19 PS505060S	Ended 2020
20/122 Golf links Road, Lakes Entrance	Lot 20 PS505060S	Current

We hereby seek Council consent to end the Section 173 Agreement AJ760223N pursuant to Section 177(2)(a) of the *Planning and environment Act 1987*.

The agreement was entered into between the East Gippsland Shire Council and the owners of land as a result of Planning Permit 424/2008/P issued on 19/02/2009. The Planning Permit granted approval for a 6 lot subdivision and development of 6 dwellings.

A condition of the approved permit required an agreement to be entered into in accordance with Section 173 of the *Planning and Environment Act 1987* which will covenant that:

3.1 The development of a dwelling within each Lot will be in accordance with planning permit 424/2008/P to the satisfaction of the responsible authority.

Printed 6/02/2024

It is considered reasonable to wholly end the agreement and provide the following justifications:

- The original planning permit and agreement was created with the intention of all 6 dwellings being constructed by the same developer. Which would ensure a similar style development to occur for all 6 dwellings.
- 3 of the lots have already had this Section 173 Agreement removed/ended and an alternative dwelling has been constructed.
- The dwelling being proposed to be built on this lot is in keeping with the existing dwellings in this section of the estate.

We respectfully request that Council end this agreement. The owners of the land will engage an appropriate legal representative to assist with formally ending the agreement. We trust this information is sufficient to enable the consideration of this request, however, should you require any further information, please do not hesitate to contact our office on 03 5152 4858.

Regards,



Courtney Campbell
Development Solutions Victoria



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The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, history and culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

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

Page 1 of 2

VOLUME 11370 FOLIO 117

Security no : 124110652140N
Produced 21/11/2023 10:41 AM

LAND DESCRIPTION

Lot 16 on Plan of Subdivision 505060S.
PARENT TITLE Volume 10777 Folio 156
Created by instrument PS505060S Stage 2 16/08/2012

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
ANNALIZE DE KLERK
JACOB CHRISTIAAN DE KLERK

ENCUMBRANCES, CAVEATS AND NOTICES

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

AGREEMENT Section 173 Planning and Environment Act 1987
AJ760223N 28/06/2012

DIAGRAM LOCATION

SEE PS505060S FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: UNIT 16 122 GOLF LINKS ROAD LAKES ENTRANCE VIC 3909

ADMINISTRATIVE NOTICES

NIL

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS505060S



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

DOCUMENT END

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Number of Pages (excluding this cover sheet)	6
Document Assembled	21/11/2023 10:44

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PLAN OF SUBDIVISION

THIS COPIED DOCUMENT IS MADE AVAILABLE FOR THE SOLE PURPOSE OF ENABLING ITS CONSIDERATION AND REVIEW AS PART OF A PLANNING PROCESS UNDER THE PLANNING AND ENVIRONMENT ACT 1987. THE DOCUMENT MUST NOT BE USED FOR ANY PURPOSE WHICH MAY BREACH ANY COPYRIGHT.

STAGE NO. LTO USE ONLY PLAN NUMBER
EDITION 3 PS 305060S

COUNCIL CERTIFICATION AND ENDORSEMENT

LOCATION OF LAND

PARISH: COLQUHOUN
TOWNSHIP: CUNNINGHAME
SECTION: —
CROWN ALLOTMENT: 60 (PART)
CROWN PORTION: —
LTO BASE RECORD: VICMAP DIGITAL PROPERTY (RURAL)
TITLE REFERENCES: VOL 10144 FOL 400

LAST PLAN REFERENCE: LOT 2 ON PS322382M

POSTAL ADDRESS: 122 GOLF LINKS ROAD,
 (At time of subdivision) LAKES ENTRANCE, 3909

AMG CO-ORDINATES: E 589 600
 (Of approx. centre of land in plan) N 5807 800 **ZONE:** 55

COUNCIL NAME: EAST GIPPSLAND SHIRE COUNCIL **REF:** 02/00035/SD

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.~~

~~(iii) The requirement has been satisfied.~~

~~(iii) The requirement is to be satisfied in stage~~
 Council Delegate
~~Council seal~~

Date 14 / 10 / 2002

~~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 99/00521/DS

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

THE DRAINAGE EASEMENT SHOWN ON CERTIFICATE OF TITLE VOL 10144 FOL 400 AS E-2 & E-5 IS VARIED UPON REGISTRATION OF THE PLAN BY DIRECTION OF THE PLANNING PERMIT NO. 99/00521/DS

SURVEY: THIS PLAN IS / ~~IS NOT~~ BASED ON SURVEY

THIS SURVEY IS CONNECTED TO PERMANENT MARK No(s)
 IN PROCLAIMED SURVEY AREA No

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	1.83	LP 79123	LAND IN LP 79123
E-2, E-5	DRAINAGE	1.83	LP 85775	LAND IN LP 85775
E-1, E-2, E-5	DRAINAGE	1.83	PS 322382M	SHIRE OF TAMBO
E-4, E-5	DRAINAGE & SEWERAGE	2.50	PS 322382M	SHIRE OF TAMBO, TAMBO WATER BOARD & LAND IN PS 322382M
E-3 E-7	DRAINAGE	SEE DIAG.	THIS PLAN	EAST GIPPSLAND REGION WATER AUTHORITY & LAND IN THIS PLAN
E-6 E-7	SEWERAGE	1.67	THIS PLAN	EAST GIPPSLAND REGION WATER AUTHORITY & THE LAND IN THIS PLAN

LTO USE ONLY

STATEMENT OF COMPLIANCE / EXEMPTION STATEMENT

RECEIVED



DATE 18 / 12 / 2003

THIS IS A LAND VICTORIA COMPILED PLAN FOR DETAILS SEE MODIFICATION TABLE HEREIN

SHEET 1 OF 5 SHEETS

Crowther & Sadler Pty. Ltd.
 LICENSED SURVEYORS & TOWN PLANNERS
 162 MACLEOD STREET, BAIRNSDALE, VIC., 3876
 TELEPHONE (03) 5152 5011

LICENSED SURVEYOR (PRINT) PAUL ANTHONY DWYER

SIGNATURE DATE 13 / 8 / 2002

REF 10070 VERSION 3

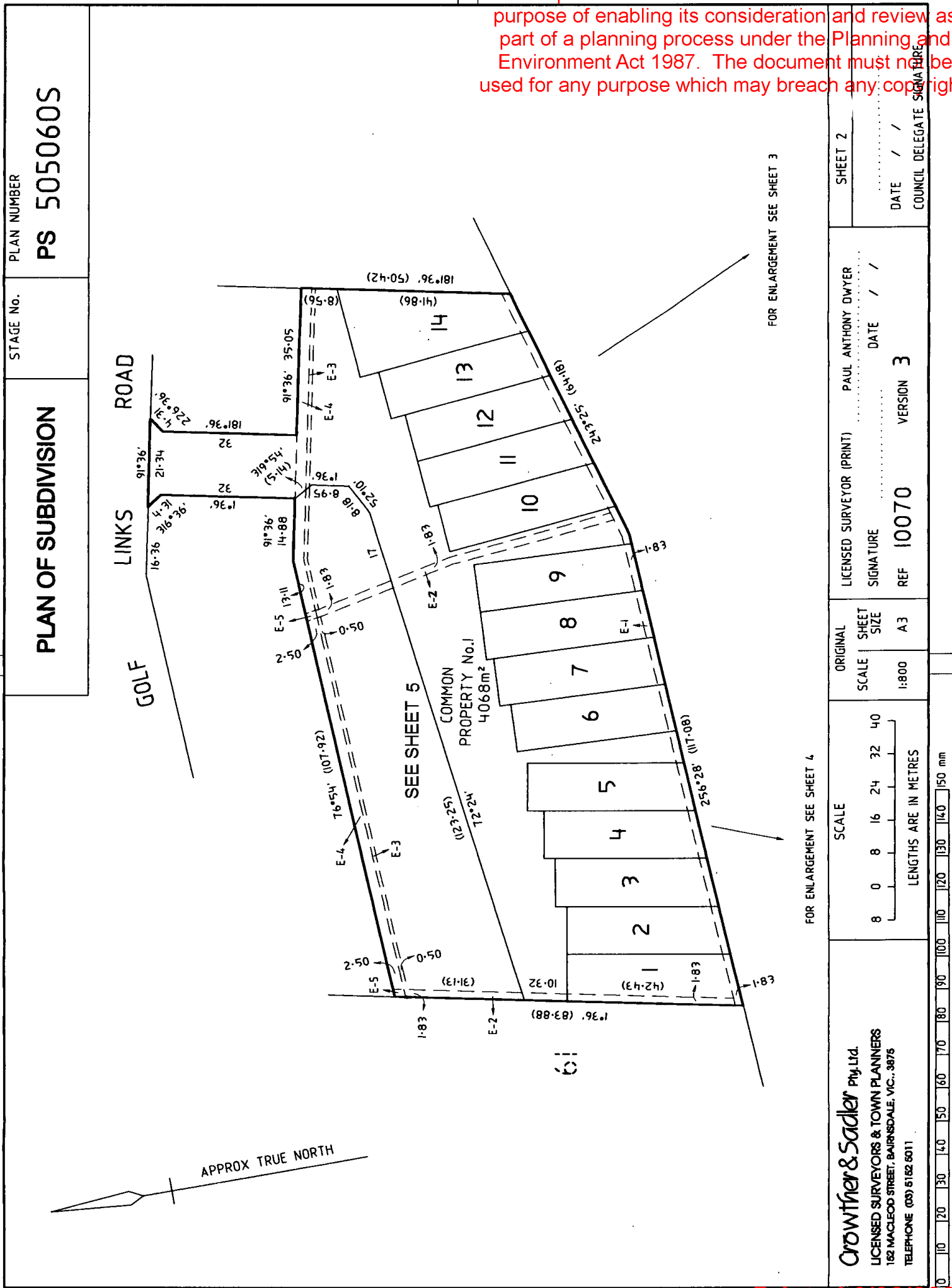
DATE 14 / 10 / 2002

COUNCIL TITLE (PRINT)

ORIGINAL FILE SIZE

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PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER
PS 505060S

Crowthorne & Sadler Pty Ltd. LICENSED SURVEYORS & TOWN PLANNERS 182 MACLEOD STREET, BAIRNSDALE, VIC., 3875 TELEPHONE (03) 5152 5011	SCALE 8 0 8 16 24 32 40 LENGTHS ARE IN METRES	ORIGINAL	SHEET SIZE	A3	LICENSED SURVEYOR (PRINT)	PAUL ANTHONY DWYER	SHEET 2
		SCALE	1:800	A3	SIGNATURE	DATE / /	DATE / /

ADVERTISED

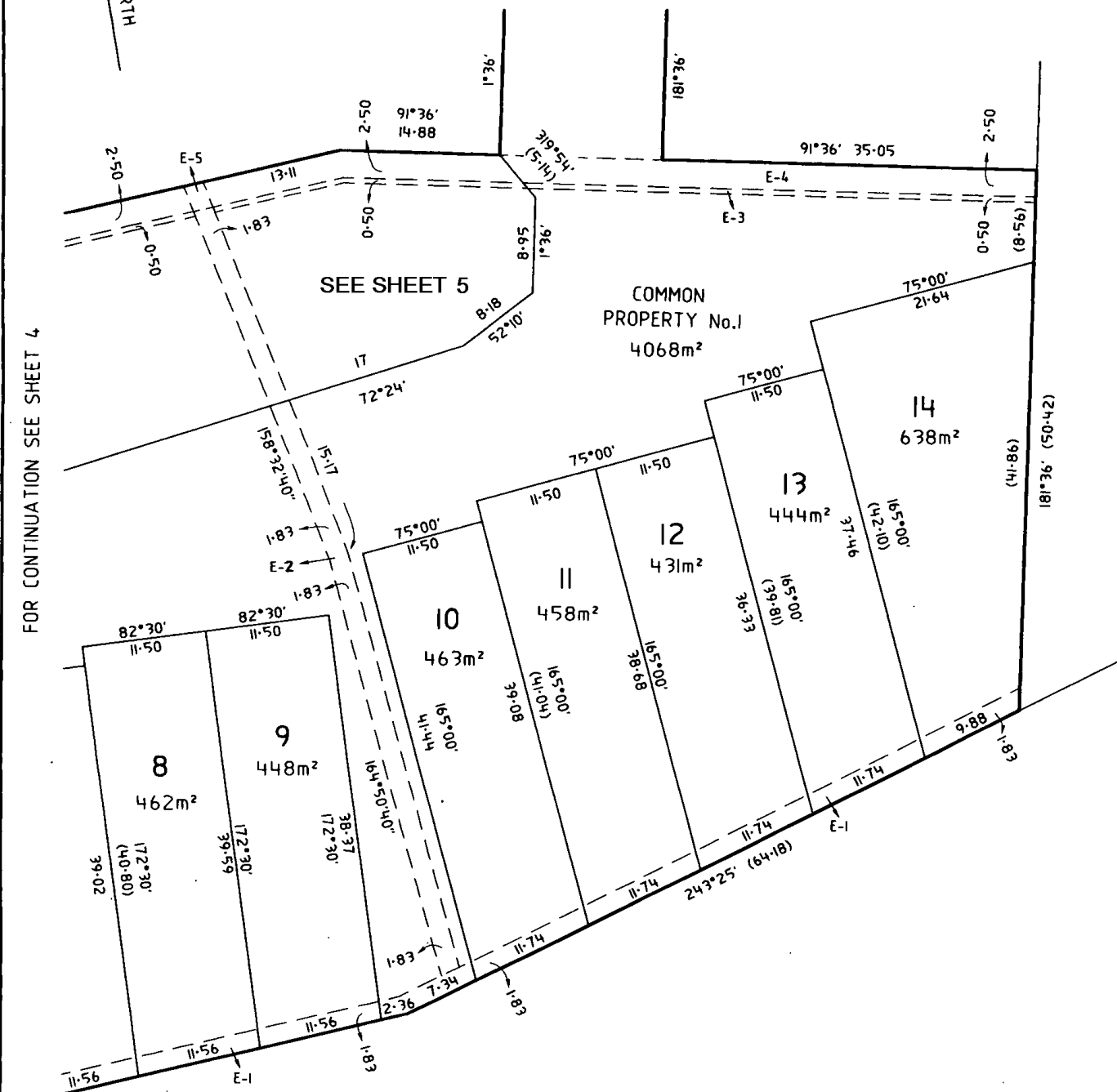
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TELEPHONE (03) 5182 6011

ORIGINAL	SCALE
SHEET SIZE A3	1:400
	LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT)

PAUL ANTHONY DWYER

SIGNATURE

DATE / /

REF 10070

VERSION 3

SHEET 3

DATE / /

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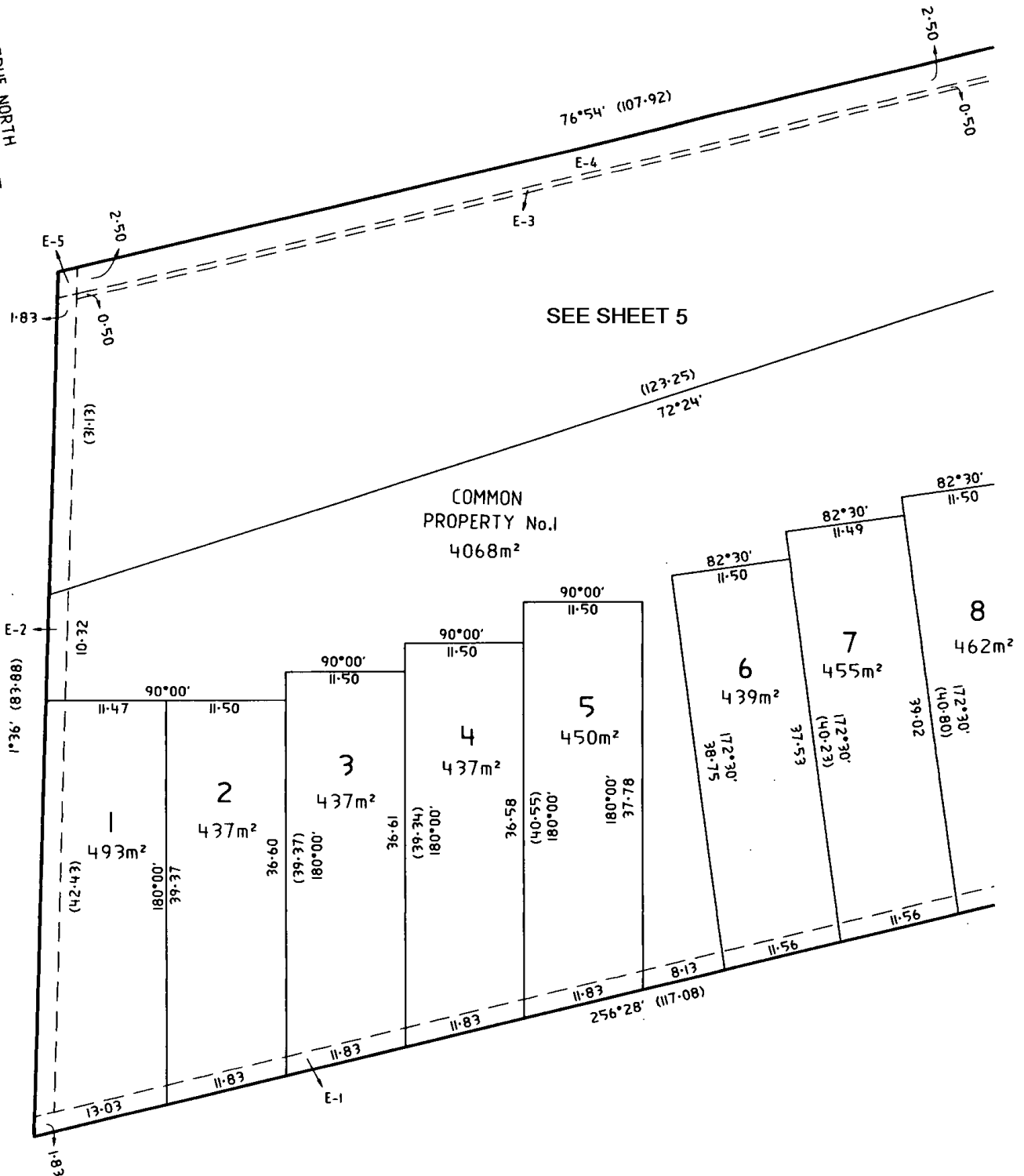
PLAN OF SUBDIVISION

STAGE NO.

PLAN NUMBER

PS 505060S

APPROX TRUE NORTH



SEE SHEET 5

COMMON
PROPERTY No.1
4068m²

FOR CONTINUATION SEE SHEET 3

Crowther & Sadler Pty. Ltd.

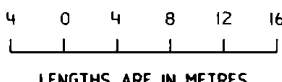
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TELEPHONE (03) 5152 6011

ORIGINAL

SHEET
SIZE
A3

SCALE



LICENSED SURVEYOR (PRINT)

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SIGNATURE

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VERSION

3

SHEET 4

DATE

/ /

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PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 505060S

APPROX. TRUE NORTH

15 490m²

16 450m²

17 460m²

18 490m²

19 516m²

20 475m²

SEE ENLARGEMENT

COMMON PROPERTY

No. 1

SCALE OF ENLARGEMENT 1 : 250

SCALE

4 0 4 8 12 16 20

LENGTHS ARE IN METRES

ORIGINAL SCALE 1:400

SHEET SIZE A3

LICENSED SURVEYOR SIGNATURE REF 11762

DATE 14 / 8 / 09

VERSION 1

PAUL ANTHONY DWYER

DATE 07 / 03 / 2018

COUNCIL DELEGATE SIGNATURE

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MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

MASTER PLAN (STAGE 1) REGISTERED DATE 13/1/2004 TIME 1:54 PM

PLAN NUMBER
PS505060S

**WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED.
NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL DOCUMENT OF THE REGISTER.**

[illegible]

Printed 6/02/2024
Page 12 of 27

Application by a Responsible Authority
for the making of a recording of an
agreement

Section 181(1) Planning & Environment Act 1987

Lodged by:

Name: Hibbert & Hodges

Phone: 5155 2377

Address: DX 90904 Lake Entrance

(P O Box 217 Lakes Entrance 3909)

Ref: GRH/cy 09/08666

Customer Code 12948M

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.

AJ760223N

28/06/2012 \$107.50 173



Land:

Certificate of Title Volume 10777 Folio 156

Authority:

East Gippsland Shire Council of 273 Main Street, Bairnsdale, 3875

Section and Act under which agreement made:

Section 173 Planning & Environment Act 1987

A copy of the agreement is attached to this application.

Signed for the Authority:

Name of Officer:

Aaron Hollow, Manager Development

Date: 21/06/2012

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AJ760223N

28/06/2012 \$107.50 173



Date 21 / 06 / 2012

**Agreement under section 173
of the Planning and Environment Act 1987**
Subject Land: 122 Golf Links Road, Lakes Entrance

East Gippsland Shire Council
and

Matthew Michael Martino and
Elizabeth Maria Martino

AJ760223N

28/06/2012 \$107.50 173



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Agreement under section 173 of the Planning and Environment Act 1987

Dated 21 / 06 / 2012

AJ760223N



Parties

Name	East Gippsland Shire Council
Address	273 Main Street, Bairnsdale, Victoria
Short name	Council

Name	Matthew Michael Martino and Elizabeth Maria Martino
Address	Both of 14/122 Golf Links Road, Lakes Entrance, 3909, Victoria
Short name	Owner

Background

- A. Council is the responsible authority for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. Council issued the Planning Permit requiring the Owner to enter into this Agreement providing for the matters set out in condition 4 of the Planning Permit.
- D. As at the date of this Agreement, the Subject Land is encumbered by a mortgage in favour of Gippsland Secured Investments Limited. The Mortgagee consents to the Owner entering into this Agreement.
- E. The Parties enter into this Agreement:
 - E.1 to give effect to the Planning Permit and the Development Permit; and
 - E.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

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.



Agreement means this Agreement.

Lot means a lot created by a subdivision of the Subject Land whether in accordance with the Planning Permit or otherwise.

Mortgagee means the person registered or entitled from time to time to be registered as mortgagee of the Subject Land or any part of it.]

Owner means the person registered or entitled from time to time to be registered as proprietor 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 Parties to this Agreement.

Planning Permit means planning permit No. 424/2008/P, as amended from time to time, issued on 19 February 2009, authorising the subdivision of the Subject Land in accordance with plans endorsed by Council.

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 122 Golf Links Road, Lakes Entrance being the land referred to in Certificate of Title Volume 10777 Folio 156 and any reference to the Subject Land 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 all genders;
- 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 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;
- 2.5 a term used 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 Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;
- 2.7 the Background forms part of this Agreement;
- 2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and
- 2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

AJ760223N

28/06/2012 \$107.50 173



3. Owner's specific obligations

3.1 Compliance with the Planning Permit

The development of a dwelling within each Lot will be in accordance with Planning Permit 424/2008/P to the satisfaction of the Responsible Authority.

3.2 Expiry of Planning Permit

The obligations under clause 3 continue to apply:

- 3.2.1 regardless of any right conferred by the Planning Scheme;
- 3.2.2 regardless of any subdivision of the Subject Land; and
- 3.2.3 even if the Planning Permit expires, is cancelled or otherwise ceases to operate.

4. Owner's further obligations

4.1 Notice and registration

The Owner must bring this Agreement to the attention of all prospective purchasers, lessees, mortgagees, chargees, transferees and assigns.

4.2 Further actions

The Owner:

- 4.2.1 must do all things necessary to give effect to this Agreement;
- 4.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the Certificate of Title of the Subject Land in accordance with section 181 of the Act and do all things necessary to enable Council to do so including:
 - (a) signing any further agreement, acknowledgment or document; and
 - (b) obtaining all necessary consents to enable the recording to be made.

4.3 Council's costs to be paid

Prior to this Agreement being recorded on the Certificate of Title of the Subject Land, the Owner must pay to Council, Council's reasonable costs and expenses (including legal expenses) of preparing, drafting, finalising, signing, recording and enforcing this Agreement.

5. Agreement under section 173 of the Act

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 in accordance with section 173 of the Act.



6. Owner's warranties

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

Until such time as a memorandum of this Agreement is recorded on the Certificate of Title of the Subject Land, the Owner must require successors in title to:

- 7.1 give effect to this Agreement; and
- 7.2 enter into a deed agreeing to be bound by the terms of this Agreement.

8. General matters

8.1 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:

- 8.1.1 personally on the person;
- 8.1.2 by leaving it at the person's current address for service;
- 8.1.3 by posting it by prepaid post addressed to that person at the person's current address for service;
- 8.1.4 by facsimile to the person's current number for service; or
- 8.1.5 by email to the person's current email address for service.

8.2 No waiver

Any time or other indulgence granted by Council to the Owner or any variation of this Agreement or any judgment or order obtained by Council against the Owner does not amount to a waiver of any of Council's rights or remedies under this Agreement.

8.3 Severability

If a court, arbitrator, tribunal or other competent authority determines that any part of this Agreement is unenforceable, illegal or void then that part is severed with the other provisions of this Agreement remaining operative.

8.4 No fettering of Council's powers

This Agreement does not fetter or restrict Council's power or discretion to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certifying any plan which subdivides the Subject Land or relating to any use or development of the Subject Land.



8.5 Inspection of documents

A copy of any planning permit, document or plan referred to in this Agreement is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

8.6 Governing law

This Agreement is governed by and is to be construed in accordance with the laws of Victoria.

9. Commencement of Agreement

This Agreement commences on the date specified on page one or if no date is specified on page one, the date the Planning Permit was issued.

10. Ending of Agreement

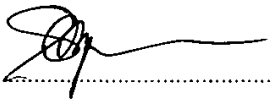

- 10.1 This Agreement ends when the Owner has complied with all of the Owner's obligations under this Agreement.
- 10.2 As soon as reasonably practicable after the Agreement has ended, Council will, at the Owner's request and at the Owner's cost, apply to the Registrar of Titles under section 183(1) of the Act to cancel the recording of this Agreement.



Signing Page

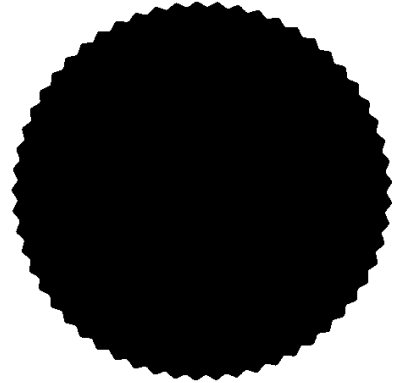
Signed, sealed and delivered as a deed by the Parties.

The Common Seal of the East Gippsland Shire Council was hereunto affixed on the 21st day of June 2012 in the presence of:

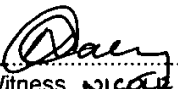

.....

.....

Chief Executive

Witness




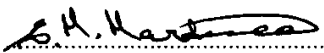
Signed Sealed and Delivered by Matthew Michael Martino in the presence of:


.....
Witness NICOLE HALEY


) 
.....


Signed Sealed and Delivered by Elizabeth Maria Martino in the presence of:


.....
Witness NICOLE HALEY

) 
.....

Executed by Gippsland Secured Investments Limited ACN 004 860 057 in accordance with section 127(1) of the Corporations Act 2001 by being signed by authorised persons for the company:


.....
Director
IAN ROBERT CAMPBELL
Full name
119 MAIN ST BARNSDALE
Usual address

)
)
)
)

.....
Director (or Company Secretary)
GLENN A SANFORD
Full name
119 MAIN STREET, BARNSDALE 3875
Usual address

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AJ760223N

28/06/2012 \$107.50 173



Mortgagee's Consent

Gippsland Secured Investments Limited as Mortgagee under Instrument of mortgage No. AC475164C 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.

G. Bagel

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Department of Environment, Land, Water & Planning

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The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

Produced 22/09/2023 10:11:17 AM

Status	Registered	Dealing Number	AU127925R
Date and Time Lodged	11/03/2021 02:56:02 PM		

Lodger Details

Lodger Code	17888B
Name	WAKEFIELD VOGRIG & BOOTE LAWYERS
Address	
Lodger Box	
Phone	
Email	
Reference	

TRANSFER

Jurisdiction	VICTORIA
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Privacy Collection Statement

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

Land Title Reference

11370/117

Transferor(s)

Given Name(s)	DIANNE KATHERINE
Family Name	WHELAN
Given Name(s)	MARK DAVID
Family Name	WHELAN

Estate and/or Interest being transferred

Fee Simple

Consideration

\$AUD 100000.00

Transferee(s)

Tenancy (inc. share)	Joint Tenants
Given Name(s)	ANNALIZE
Family Name	DE KLERK



Department of Environment, Land, Water & Planning

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Electronic Instrument Statement

Address

Street Number 5
Street Name MANNS
Street Type ROAD
Locality ELLINBANK
State VIC
Postcode 3821

Given Name(s) JACOB CHRISTIAAN

Family Name DE KLERK

Address

Street Number 5
Street Name MANNS
Street Type ROAD
Locality ELLINBANK
State VIC
Postcode 3821

Duty Transaction ID

5046264

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

Executed on behalf of MARK DAVID WHELAN
DIANNE KATHERINE WHELAN
Signer Name GLENN ROBERT HODGES
Signer HIBBERT AND HODGES LAWYERS
Organisation
Signer Role AUSTRALIAN LEGAL PRACTITIONER
Execution Date 11 MARCH 2021



Department of Environment, Land, Water & Planning

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Electronic Instrument Statement

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 legislation and any Prescribed Requirement.

Executed on behalf of	ANNALIZE DE KLERK
Signer Name	JACOB CHRISTIAAN DE KLERK
Signer	TESSA LEAH HOOGERBRUGGE
Organisation	WAKEFIELD VOGRIG & BOOTE LAWYERS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	11 MARCH 2021

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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