

Product

Date/Time Customer Reference Order ID Register Search Plus (CT 5962/461) 27/03/2023 11:04AM Gordon F 20230327003035



The Registrar-General certifies that this Title Register Search displays the records maintained in the Register Book and other notations at the time of searching.



Certificate of Title - Volume 5962 Folio 461

Parent Title(s)

CT 5229/316

Creating Dealing(s)

VE 10272517

Title Issued

19/04/2006

Edition 1

Edition Issued

19/04/2006

Estate Type

FEE SIMPLE

Registered Proprietor

188 GRENFELL ST. PTY. LTD. (ACN: 110 920 431) OF 147 CURRIE STREET ADELAIDE SA 5000

Description of Land

ALLOTMENT 5 DEPOSITED PLAN 38968 IN THE AREA NAMED ADELAIDE HUNDRED OF ADELAIDE

Easements

SUBJECT TO EASEMENT(S) OVER THE LAND MARKED B FOR EAVES AND GUTTERS (RE 7012251) SUBJECT TO EASEMENT(S) WITH LIMITATIONS OVER THE LAND MARKED C (RE 7012251)

Schedule of Dealings

Dealing Number

Description

7071458

APPLICATION PURASUANT TO SECTION 39(D) OF THE CITY OF ADELAIDE

DEVELOPMENT CONTROL ACT, 1976

10213590

MORTGAGE TO NATIONAL AUSTRALIA BANK LTD. (SINGLE COPY ONLY)

Notations

Dealings Affecting Title

NIL

Priority Notices

NIL

Notations on Plan

NIL

Registrar-General's Notes

NIL

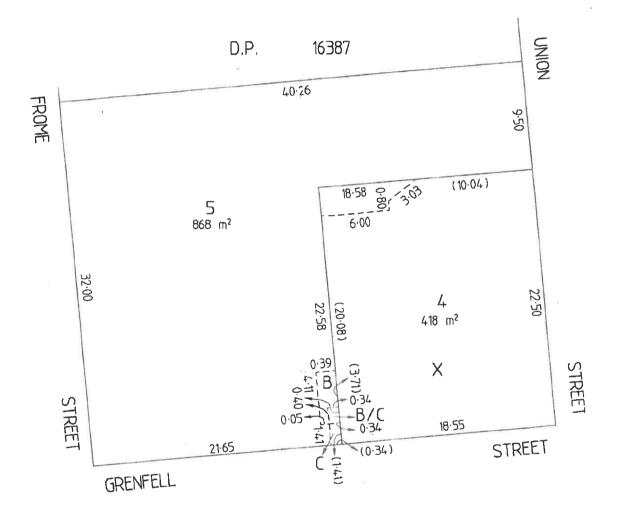
Administrative Interests

NIL



Date/Time Customer Reference Order ID Register Search Plus (CT 5962/461) 27/03/2023 11:04AM Gordon F 20230327003035

HEIGHT LIMITATIONS APPLY



0 3 6 9 12 Metres



Product

Order ID

Date/Time Customer Reference Register Search Plus (CT 6121/144) 27/03/2023 11:12AM

T333

20230327003237



The Registrar-General certifies that this Title Register Search displays the records maintained in the Register Book and other notations at the time of searching.



Certificate of Title - Volume 6121 Folio 144

Parent Title(s)

CT 5229/315

Creating Dealing(s)

DDA 12018672

Title Issued

16/10/2013

Edition 5

Edition Issued

03/01/2017

Estate Type

FEE SIMPLE

Registered Proprietor

196 GRENFELL ST. PTY. LTD. (ACN: 613 680 827) OF 49 ANGAS STREET ADELAIDE SA 5000

Description of Land

ALLOTMENT 4 DEPOSITED PLAN 38968 IN THE AREA NAMED ADELAIDE HUNDRED OF ADELAIDE

Easements

TOGETHER WITH EASEMENT(S) OVER THE LAND MARKED B FOR EAVES AND GUTTERS APPURTENANT ONLY TO THE LAND MARKED X (RE 7012251)

TOGETHER WITH EASEMENT(S) WITH LIMITATIONS OVER THE LAND MARKED C APPURTENANT ONLY TO THE LAND MARKED X (RE 7012251)

Schedule of Dealings

Dealing Number

Description

12628309

MORTGAGE TO NATIONAL AUSTRALIA BANK LTD. (ACN: 004 044 937)

Notations

Dealings Affecting Title

NIL

Priority Notices

NIL

Notations on Plan

NIL

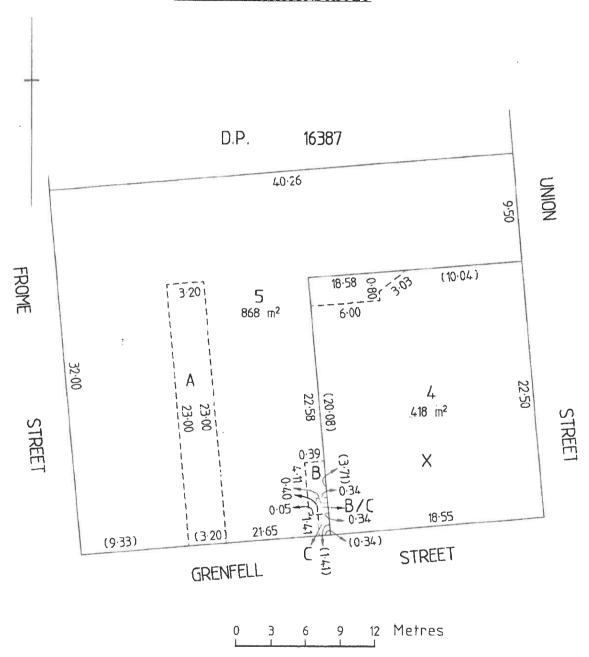
Registrar-General's Notes

NIL

Administrative Interests

NIL

HIEGHT LIMITATIONS APPLY





LAWHILL PTY. LTD. ACN 008 265 478

Extracted from ASIC's database at AEST 16:42:50 on 18/05/2023

Company Summary

Name: LAWHILL PTY. LTD.

ACN: 008 265 478

Previous State Number: C0100348E

Previous State of Registration: South Australia

Registration Date: 03/08/1989

Next Review Date:

Status: Deregistered

Date Deregistered: 24/06/1993

Type: Australian Proprietary Company, Limited By Shares

Locality of Registered Office:

Regulator: Australian Securities & Investments Commission

Further information relating to this organisation may be purchased from ASIC.

REGISTRAR-GENERAL OFFICE **PREFIX** SOUTH AUSTRALIA FORM APPROVED BY THE REGISTRAR-GENERAL CERTIFIED CORRECT FOR THE PURPOSES OF THE REAL PROPERTY ACT, 1886, AS AMENDED (SIGNED) SERIES NO. Solicitor/Licensed-Land Broker TO BE COMPLETED BY AGENT T. DAGOSTINO 113 MAR 1991 **FEES** \$ R.G.O. 44 **POSTAGE ADVERTISING** NEW C.T. TO ISSUE OFFICE NOTES: $CA74286 \ 7C \rightarrow NOAT \frac{4376}{272/3}$ CA74363 CA74363 $AC \rightarrow NOR \frac{4376}{272}$ issued. BELOW THIS LINE FOR AGENT USE ONLY BELOW THIS LINE FOR OFFICE USE ONLY Lodged by: EXAMINATION Address: CORR. CORRS CORRECTION **PASSED AUSTRALIAN SOLICITORS** EXAMINER TO INITIAL 91 KING WILLIAM STREET O.D.R. No. RETURNED ADELAIDE S.A. 5000 Correction to CORKS TOP TITLES, CROWN LEASES, DECLARATIONS ETC. LODGED WITH THIS INSTRUMENT (TO BE FILLED IN BY PERSON LODGING) LOTS No. PICK up turnorly for CTS 4286/725, 4363/392 TEMPETAST STOP "4588F"1"3" Received 00.44 items No. Assessor REGISTERED ON AT SOL AM/PM 7.5 1791 BY ENTRY OF A MEMORIAL OF THIS INSTRUMENT IN THE REGISTER BOOK. VOL. 4376 FOLIO 272 4273 PLEASE ISSUE NEW CERTIFICATES OF TITLE AS FOLLOWS 3 REGISTRAR GENERAL **DELIVERY INSTRUCTIONS:** PLEASE DELIVER THE FOLLOWING ITEM(S) ITEM(S) DELIVERED-POSTED

THEM AGENT RGO BOX NO DELIVERY DATE POSTAGE DATE INITIALS ITEM: CT CL REF. AGENT'S NAME BOX NO. POSTAL ADDRESS*

1 4286/735

2 4363/341

4 4363/342

'FILL OUT POSTAGE DATE ONLY IF ITEMS ARE RETURNED BY CERTIFIED MAIL

5M---1 81 A6770 O

IN ACCORDANCE WITH DELIVERY INSTRUCTIONS

FILL OUT POSTAL ADDRESS ONLY IF ITEMS ARE TO BE RETURNED BY CERTIFIED MAIL

AGENT'S INITIALS

TO THE UNDERMENTIONED AGENT(S)



BLANK INSTRUMENT FORM (see footnote)

THE CORPORATION OF THE CITY OF ADELAIDE of Town Hall, Adelaide 5000 (hereinafter referred to as the "Corporation") HEREBY APPLIES pursuant to Section 39d(4) of the City of Adelaide Development Control Act, 1976 to register the fact that the deed attached hereto dated the 19th day of February 1991 made between LAWHILL PTY LTD of 4th Floor, 60 Hindmarsh Square, Adelaide 5000 of the one part and the Corporation of the other part being an agreement within the meaning of Section 39d(1) of the said Act for the development, preservation or conservation of the whole of the land comprised in Certificates of Title Register Book Volume 4286 Folio 725 and Volume 4363 Folios 391 and 392 has come into force in

respect of the said land.

Now C17 4376/272 273

U1314391 COMMISSIONER OF STAMPS S.A. STAMP DUTY ADJUDGED NOT CHARGEABLE 20/02/21

A.C.N. 008 265 478

DATED this 19th

day of

1991.

THE COMMON-SEAL of THE CORPORATION OF THE CITY OF ADELAIDE was hereunto affixed the Bth day of February 1991

Lord Mayor

VChief Executive Officer

ied/Executive officer

THE COMMON SEAL of LAWHILL PTY LTD is affixed in accordance with its articles association in the presence of:

Director

Name of Director (print)

Secretary

BASASETH ANNE EMMETT Name of Secretary (print)

TD:JNS:0610c:100191

NOTE: This form may be used only when the Box Type form is not suitable. It may be completed in narrative style.

KABANI PTY LTD as Mortgagee under and pursuant to Mortgage No. 6946459 hereby consents to the within application.

THE COMMON SEAL of KABANI TD.ACA PTY LTD is affixed in accordance with its articles Common of association in the presence of: FRANCIS RHYS HORWOOD

Name of Director (print)

Seal

Secretary

Name of Secretary (print)

AUSTRALIAN SOLICITORS

DATE 19 Februar

1991

THE CORPORATION OF THE CITY OF ADELAIDE

and

LAWHILL PTY LTD

DEED

CORRS AUSTRALIAN SOLICITORS

Level 17
State Bank Centre
91 King William Street
Adelaide South Australia 5000
AUSTRALIA
Telephone (08) 233 2600
Facsimile (08) 233 2666
Telex AA88241
DX 361 Adelaide

Ref: WLR:JNS CORP6030-066 0699c

1991

BETWEEN

THE CORPORATION OF THE CITY OF ADELAIDE of Town Hall, Adelaide in the State of

South Australia

("The Corporation")

AND

LAWHILL PTY LTD of 4th Floor, 60 Hindmarsh Square Adelaide in the said State

("the Owner").

RECITALS

COMMISSIONER of STAMPS
SASTAMP DUTY
20/02/91 227017 10:52

ADJUDGED DULY STAMPED

- A. The Owner is the registered proprietor of the land comprised in Certificates of Title Register Books Volume 4286 Folio 725, Volume 4363 Folio 391 and Volume 4363 Folio 392 (hereinafter referred to as "the combined site").
- B. The Owner wishes to develop the combined site by:
 - (a) retaining the substantial whole of the outer structure of the Crown and Anchor Hotel building (with the exception of the toilets on the western side of the building and the chimney on the northern side of the building both of which the Owner wishes to demolish);
 - (b) demolishing the remaining buildings on the site; and
 - (c) constructing a five storey office building with basement carpark,

in accordance with the plans lodged by the Emmett group of companies (of which the Owner is a member) with The Corporation and designated P3430B by its Department of Planning and Development, copies of which are annexed to this Deed and marked "Annexure A".

- C. The Owner also wishes to re-subdivide the combined site by creating a separate site for the Crown and Anchor Hotel building (hereinafter referred to as "the Crown and Anchor site") and to ensure that the Crown and Anchor site is not further developed or re-developed so as to increase the floor area on that site beyond an area equivalent to the floor area of the existing Crown and Anchor Hotel building referred to in recital D. The proposed Crown and Anchor site is designated "allotment 2" on the plan of sub-division annexed to this Deed and marked "Annexure B".
- D. The Corporation and the Owner have calculated the floor area of the Crown and Anchor Hotel building (excepting the toilets and chimney referred to in recital B and excepting the floor of the basement and the balcony) as being 548 square metres, of which 345 square metres is located on the ground floor and 203 square metres is located on the first floor.
- E. In the event that the combined site is developed in accordance with the proposals referred to in recital B, The Corporation and the Owner have calculated that the plot ratio of the combined site would be 2.75.

- F. In the event that the combined site were to be developed in the manner referred to in recital B, The Corporation would wish to ensure:
 - (a) that the substantial whole of the outer structure of the Crown and Anchor Hotel building is retained; and
 - (b) that the plot ratio of the combined site referred to in recital E would not be exceeded.

THIS DEED WITNESSES

1. INTERPRETATION

1.1 Definitions

In this deed unless the context otherwise requires:

"floor area" bears the same meaning as set out as at the date of this Deed in the definition of that expression in the Principles.

"plot ratio" bears the same meaning as set out as at the date of this Deed in the definition of that expression in the Principles.

"the Principles" means the Principles of Development Control as defined in and approved by the City of Adelaide Development Control Act, 1976.

1.2 Construction

In this document, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing any gender includes the other genders;
- (c) a reference to persons includes corporations and bodies politic;
- (d) references to a person includes the legal personal representatives, successors and assigns of that person;
- (e) a reference to 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 (whether of the same or any other legislative authority having jurisdiction);
- references to this or any other document includes the document as varied or replaced and notwithstanding any change in the identity of the parties;
- (g) an obligation of two or more parties shall bind them jointly and severally;
- (h) if a word or phrase is defined cognate words and phrases have corresponding definitions;
- (i) references to a person which has ceased to exist or has been reconstituted, amalgamated, reconstructed or merged, or the functions of which have become exercisable by any other person or body in its place, shall be taken to refer to the person or body established or constituted in its place or by which its functions have become exercisable.

- (j) an obligation incurred in favour of two or more parties shall be enforceable by them jointly or severally; and
- (k) references to this document include its schedules and annexures.

1.3 Headings

Headings shall be ignored in construing this document.

2. UNDERTAKINGS OF THE OWNER

In the events that all necessary consents or approvals are granted for the combined site to be developed substantially in accordance with the proposals referred to in recital B, and that the proposals referred to in recital B are proceeded with to the stage of commencement of the pouring of the footings for the proposed five storey office building referred to in recital B, then in that case and not otherwise the Owner will undertake and hereby undertakes:

- 2.1 that it will retain the substantial whole of the outer structure of the Crown and Anchor Hotel building save and except only those parts of such outer structure on its western side marked "toilets" and on its northern side marked "chimney" on Annexure A;
- 2.2 that it will not undertake or permit any works as a result of which the total floor area of all buildings on the Crown and Anchor site exceeds 548 square metres provided that in calculating such total floor area the floor of the basement of the Crown and Anchor Hotel building and the balcony shall not be regarded as floor area and shall be excluded; and
- 2.3 that it will not undertake or seek to undertake any development or re-development of the combined site or any portion of it in any manner whatsoever that would result in the total floor area of all buildings on the combined site exceeding a plot ratio for the combined site (calculated as one site) of 2.75 provided that in calculating such plot ratio the floor of the basement of the Crown and Anchor Hotel building and the balcony shall not be regarded as floor area and shall be excluded.

3. DEVELOPMENT OF THE CROWN AND ANCHOR

Subject to sub-paragraphs 2.2 and 2.3, nothing in this Deed is intended to impose on the Owner any constraint in causing or permitting internal works to be undertaken in respect of the Crown and Anchor Hotel building.

4. DISPOSAL OF COMBINED SITE

The Owner hereby covenants that it will not sell, transfer or otherwise dispose of the whole of the combined site as one parcel unless it shall first procure from the purchaser or transferee thereof a binding undertaking to enter into a deed on the same terms and on the same conditions as are herein contained.

5. DISPOSAL OF PORTION OF COMBINED SITE

The Owner hereby covenants that it will not sell, transfer or otherwise dispose of any allotment or allotments being part of the combined site unless it shall first

procure from the purchaser or transferee thereof a binding undertaking to enter into a deed containing such of the terms and conditions of this deed as apply or refer to such part.

6. DISCHARGE OF OWNER'S OBLIGATIONS

- 6.1 Upon the purchaser or transferee of the whole of the combined site entering into a deed contemplated by paragraph 4 of this deed, the Owner shall thereupon be immediately discharged and released from its obligations hereunder.
- 6.2 In the event of the Owner disposing of the combined site part by part:
 - (a) upon the purchaser or transferee of each such part having entered into a deed contemplated by paragraph 5 of this deed, the Owner shall thereupon be immediately discharged and released from its obligations hereunder applicable to such part; and
 - (b) upon all of the purchasers or transferees of such parts which together make up the whole of the combined site having each entered into deeds contemplated by paragraph 5 of this deed, the Owner shall thereupon be discharged and released from all of its obligations hereunder.
- 6.3 If at the time of any sale, transfer or disposition referred to in paragraphs 4 and 5 this deed has been registered and memorials thereof entered on the Certificates of Title to the combined site, then the Owner shall not be obliged to procure the binding undertakings referred to in such paragraphs, and upon completion of any such sale, transfer or disposition the Owner shall be discharged and released from its obligations hereunder applicable to the portion of the combined site sold, transferred or disposed of, or in the case of sale, transfer or disposal of the whole of the combined site, all of its obligations hereunder.

7. REGISTRATION

- 7.1 In the event that an approval under the City of Adelaide Development Control Act, 1976 is granted by The Corporation in respect of development of the combined site substantially in accordance with the proposals referred to in recital B, The Corporation may apply to the Registrar-General to register this Deed and to enter memorials thereof on the Certificates of Title to the combined site, and in the event of The Corporation making such an application to the Registrar-General then the Owner will consent and hereby consents to such registration and entry.
- 7.2 If The Corporation makes application to the Registrar-General in accordance with sub-paragraph 7.1 of this Deed then the Owner will whenever requested by The Corporation deliver up or cause to be delivered up to The Corporation the duplicates of the Certificates of Title of the combined site for the purpose only of entering such memorials thereon and thereafter returning such Certificates to the party or parties entitled thereto.

8. RESCISSION

In the event of the lapse of any approval under the City of Adelaide Development Control Act 1976 in respect of development of the combined site substantially in accordance with the proposals referred to in recital B, then The Corporation will upon the written request of the Owner agree to rescind this Deed.

9. CONSENTS

The Owner warrants that no party has a legal interest in the combined site or any part thereof save and except the parties whose consents to this Deed are annexed hereto and marked "Annexure C".

10. COSTS

All costs and fees (including legal fees) of and incidental to the negotiation, preparation, stamping and registration of this Deed and memorials thereof and all stamp duty thereon shall be paid by the Owner.

Name of Secretary (print)

EXECUTED by the parties as a Deed. THE COMMON SEAL of THE **CORPORATION OF THE CITY** OF ADELAIDE was hereunto affixed on the Bth day of February Lord Mayor Acting Chief Executive Officer THE COMMON SEAL of LAWHILL PTY LTD is affixed in accordance with its articles of association in the presence COMMON of: SEAL Director Name of Director (print) Secretary

Α ANNEXURE

579 sq m 579 sq m 570 sq m 412 sq m 145 sq m

Ground Floor First Floor Second Floor Third Floor Fourth Floor Mezzanine

small car

small car

Carparking total : 23 cars

Summary of Lettable Floor Area

2700 sq m

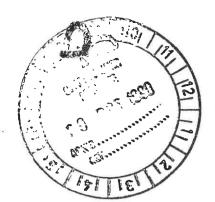
Total:

Architecture and Interior Design & ANCHOR BUILDING CROWN

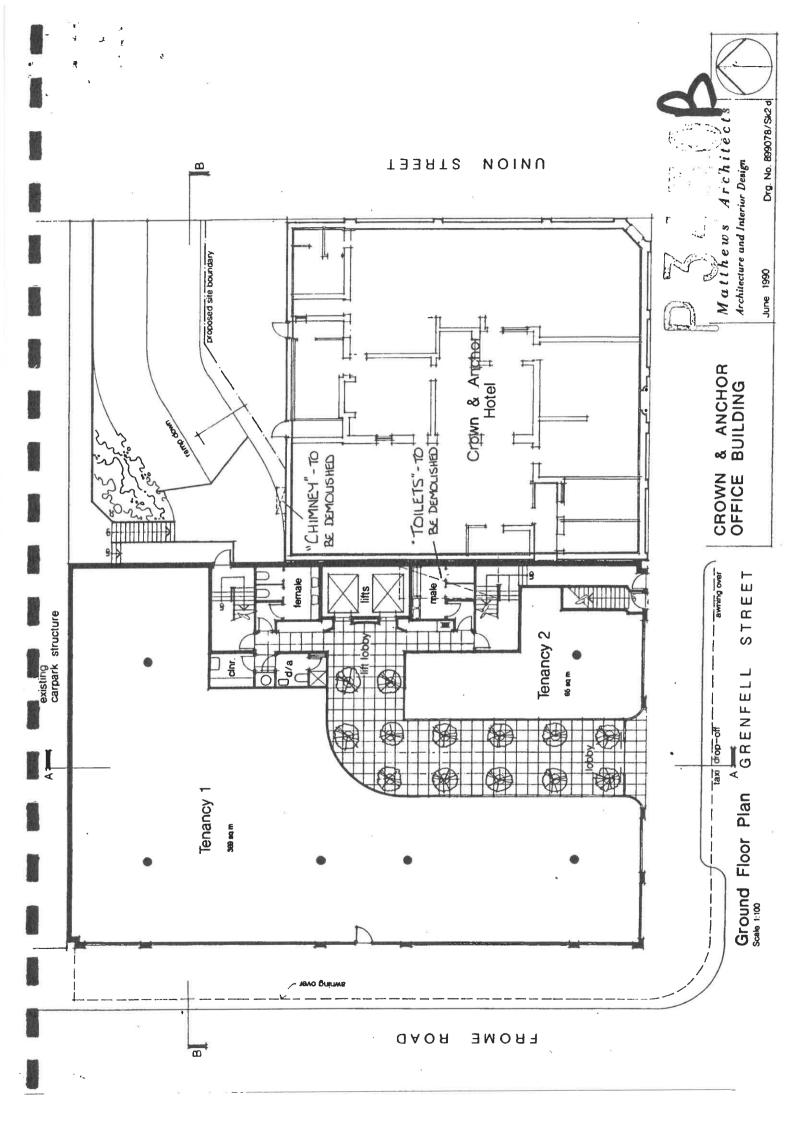
Drg. No. 899078/Sk1d

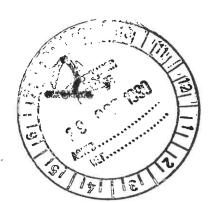
June 1990

Basement Plan

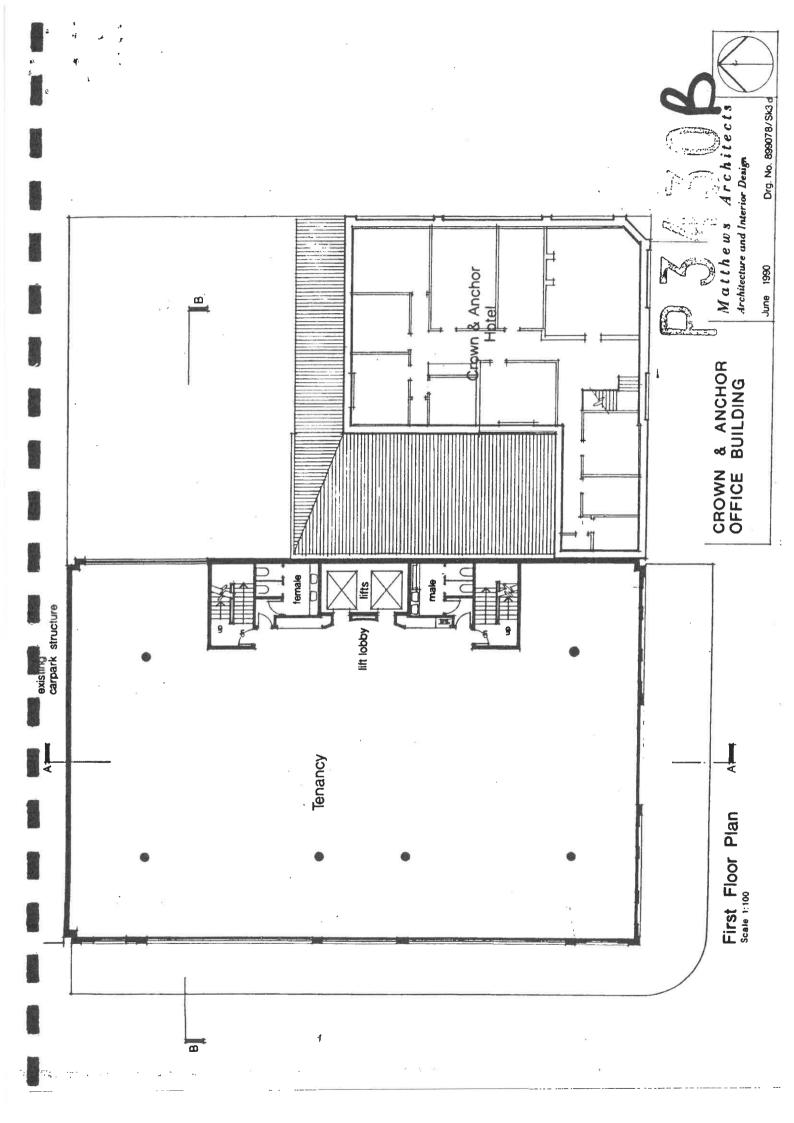


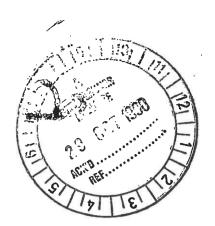
C.:





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œ female male xistir carpark structure lift lobby Tenancy Second Floor Plan

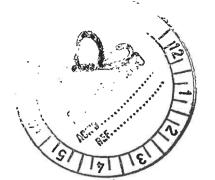
CROWN & ANCHOR OFFICE BUILDING

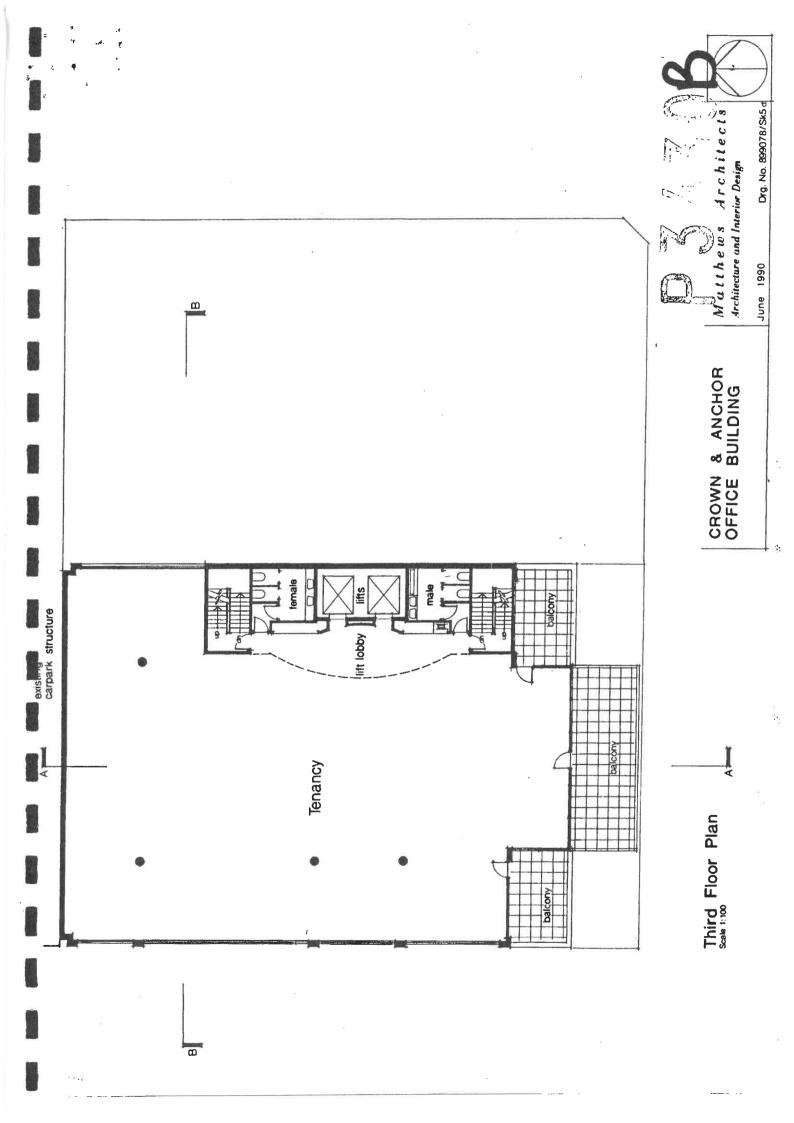
Matthews Architect's Architect's Architecture and Interior Design

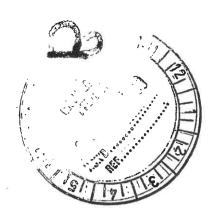
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June 1990

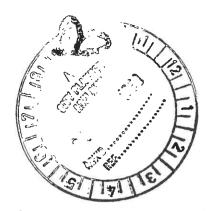
8







Drg. No. 899078/Sk6 d Matthews Architects Architecture and Interior Design June 1990 CROWN & ANCHOR OFFICE BUILDING ij existing carpark structure lift lobby **Tenancy** Fourth Floor Plan Scale 1:100

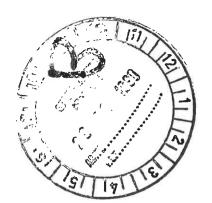


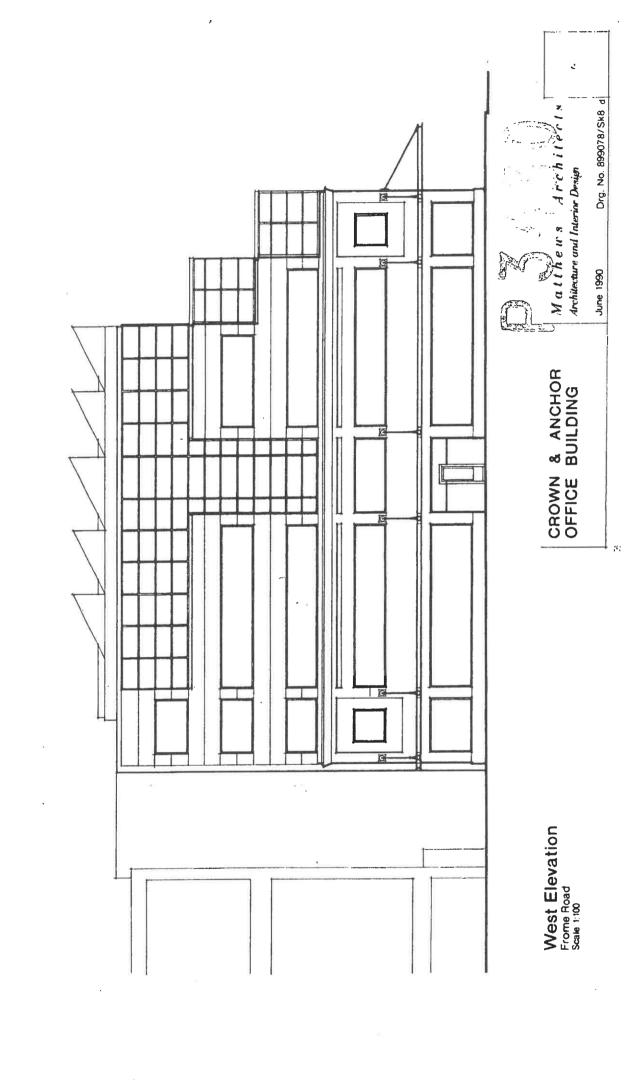
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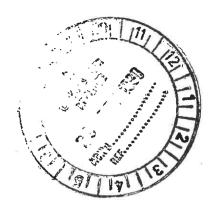
7.

Drg.No. 899078/Sk7 di Matthews Archit CROWN & ANCHOR OFFICE BUILDING lift machine plant plant existing carpark structure void 9 9 void Tenancy NO. Mezzanine Floor Plan VOID 6

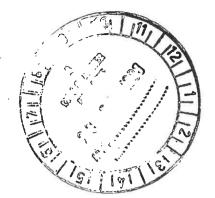
June 1990







Drg. No. 899078/Sk9 d Matthews Arch Architecture and Interior Design June 1990 CROWN & ANCHOR OFFICE BUILDING South Elevation Grenfell Street Scale 1:100



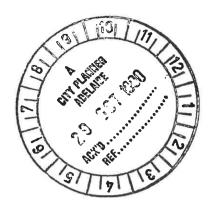
CROWN & ANCHOR OFFICE BUILDING

East Elevation Union Street Scale 1:100

Mattheward Interior Design

Drg. No. 899078/Sk10 d

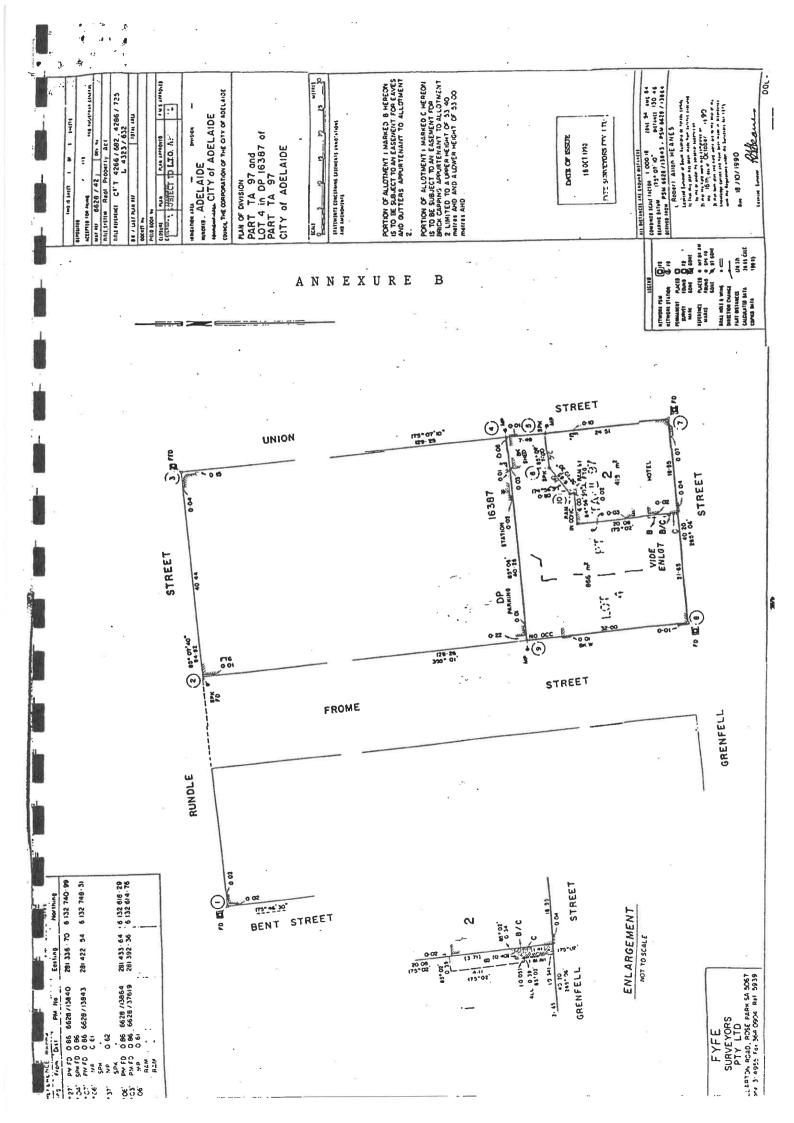
June 1990



49

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ANNEXURE C

CONSENTS OF PERSONS HAVING A LEGAL INTEREST IN THE LAND

(Section 39d(3) of the City of Adelaide Development Control Act, 1976)

KABANI PTY LTD as mortgagee under and pursuant to Mortgage No. 6946459 hereby consents to the within deed.

THE COMMON SEAL of KABANI PTY LTD was hereunto affixed in the presence of

FRANCIS RHYS HORWOOD

PETER JAMES ERSKINE

Director

Name of Director (print)

Secretary

Name of Secretary (print)

