

Copyright State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 (Vic) or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, LANDATA REGD TM System, Victorian Land Registry Services Pty. Ltd. ABN 86 627 986 396 as trustee for the Victorian Land Registry Services Trust ABN 83 206 746 897 accept responsibility for any subsequent release, publication or reproduction of the information.

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

VOLUME 09771 FOLIO 837

Security no : 124090178933Y
Produced 27/05/2021 02:46 PM

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 845935D.
PARENT TITLE Volume 08322 Folio 647
Created by Application No. 062639U 03/07/1987

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
BLUE CROSS COMMUNITY CARE SERVICES GROUP PTY LTD of 117 CAMBERWELL ROAD
HAWTHORN EAST VIC 3123
AK369121U 28/05/2013

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AK464339K 15/07/2013
ANZ FIDUCIARY SERVICES PTY LTD

CAVEAT as to part AG860546F 10/11/2009

Caveator
UNITED ENERGY DISTRIBUTION PTY LTD
Grounds of Claim
LEASE WITH THE FOLLOWING PARTIES AND DATE.
Parties
SCOTCHMAN'S CREEK DEVELOPMENTS PTY LTD
Date
23/01/2009
Estate or Interest
LEASEHOLD ESTATE
Prohibition
ANY INSTRUMENT THAT AFFECTS MY/OUR INTEREST
Lodged by
O'DONNELL SALZANO LAWYERS
Notices to
O'DONNELL SALZANO LAWYERS of "BANK HOUSE" LEVEL 4 11-19 BANK PLACE MELBOURNE
VIC 3000
AMENDMENT OF ADDRESS ON CAVEAT AQ370777E 20/10/2017

CAVEAT AT830156B 03/12/2020

Caveator
MOUNT WAVERLEY CHILDCARE PTY LTD ACN: 646098035
Grounds of Claim
PURCHASERS' CONTRACT WITH THE FOLLOWING PARTIES AND DATE.
Parties

THE REGISTERED PROPRIETOR(S)

Date

26/11/2020

Estate or Interest

FREEHOLD ESTATE

Prohibition

ABSOLUTELY

Lodged by

MADDOCKS

Notices to

MADDOCKS LAWYERS of "COLLINS SQUARE" LEVEL 25 727 COLLINS STREET MELBOURNE
VIC 3008

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
AG681522S 10/08/2009

DIAGRAM LOCATION

SEE PS845935D FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

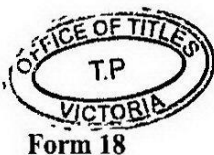
-----END OF REGISTER SEARCH STATEMENT-----

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

Street Address: 444-450 WAVERLEY ROAD MOUNT WAVERLEY VIC 3149

DOCUMENT END

**The information supplied has been obtained by SAI Global Property Division Pty Ltd who is licensed by the State
of Victoria to provide this information
via LANDATA® System. Delivered at 27/05/2021, for Order Number 68324253. Your reference: P0031507.**



AG681522S

10/08/2009 \$102.90 173

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

Planning and Environment Act 1987

Lodged at the Land Titles Office by:

Name: Maddocks
Phone: 9288 0555
Address: 140 William Street, Melbourne 3000 or DX 259 Melbourne
Ref: TGM:LMR:LGC:5184833 **Customer Code:** '1167E

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: Volume 09771 Folio 837

Authority: Monash City Council of 293 Springvale Road, Glen Waverley, Victoria

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

A copy of the agreement is attached to this application

Signature for the Authority:
Name of officer: CELIA DAVEY.....
Office held: SENIOR STATUTORY PLANNER.....
Date: 3 August 2009.....

AG681522S

10/08/2009 \$102.90 173



Date 31/07/2008

Lawyers
140 William Street
Melbourne Victoria 3000 Australia
Telephone 61 3 9288 0655
Facsimile 61 3 9288 0686
Email info@maddocks.com.au
www.maddocks.com.au
DX 259 Melbourne

**Agreement under Section 173
of the Planning and Environment Act 1987**
Subject Land: 444 – 454 Waverley Road, Mt Waverley

Monash City Council
and

Scotchman's Creek Developments Pty Ltd
ACN 108 872 297
and

Melbourne Water Corporation
ABN 81 945 386 953

Interstate office
Sydney
Affiliated offices
Adelaide, Beijing, Brisbane, Colombo,
Dubai, Hong Kong, Jakarta, Kuala Lumpur,
Manila, Mumbai, New Delhi, Perth,
Singapore, Tianjin

AG681522S

10/08/2009 \$102.90 173



Table of Contents

1.	DEFINITIONS	2
2.	INTERPRETATION.....	3
3.	SPECIFIC OBLIGATIONS OF THE OWNER	4
4.	SPECIFIC COVENANTS OF MELBOURNE WATER.....	5
5.	SPECIFIC COVENANTS OF COUNCIL	5
6.	JOINT COVENANTS	5
7.	CARRIAGEWAY EASEMENT	6
8.	FURTHER OBLIGATIONS OF THE OWNER.....	6
	8.1 Notice and Registration	6
	8.2 Further actions	6
9.	AGREEMENT UNDER SECTION 173 OF THE ACT	7
10.	OWNER'S WARRANTIES	7
11.	SUCCESSORS IN TITLE.....	7
12.	GENERAL MATTERS	7
	12.1 Notices	7
	12.2 Service of Notice	7
	12.3 No Waiver.....	8
	12.4 Severability.....	8
	12.5 No Fettering of Council's Powers.....	8
13.	COMMENCEMENT OF AGREEMENT	8

AG681522S



Agreement under Section 173 of the Planning and Environment Act 1987

DATE 31/07/2008

BETWEEN

MONASH CITY COUNCIL
of 293 Springvale Road, Glen Waverley, Victoria 3150

(Council)

AND

SCOTCHMAN'S CREEK DEVELOPMENTS PTY LTD
of 185 Upsdowns Road, Dromana, Victoria 3936

(Owner)

AND

MELBOURNE WATER CORPORATION
of 100 Wellington Parade, East Melbourne, Victoria 3002

(Melbourne Water)

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. Melbourne Water is the relevant drainage authority for the Subject Land.
- D. On 29 September 2005 Council issued Planning Permit No. 32146A (**Planning Permit**) allowing the development and use of a 147 bed aged care facility and 41 self contained supported care units, the removal of vegetation, reduction of car parking and alteration of access to a road in a Road Zone Category 1 in accordance with the Endorsed Plan. Condition 72 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.
- E. Condition 72 of the Permit requires that the parties enter this Agreement, to provide (inter alia) for the:
 - E.1 creation of the Carriageway Easement and Drainage and Floodway Easement;
 - E.2 construction of the Shared Pathway;
 - E.3 completion of the Scotchman's Creek and Waterway Corridor Works;
 - E.4 preparation of the Waterway Corridor Rehabilitation Plan and Report; and
 - E.5 staging and timing of the development.

AG681522S

10/08/2009 \$102.90 173



F. Condition 67 of the Planning Permit also requires the Owner to enter into an agreement to provide for the matters set out in that condition. Condition 67 of the Planning Permit requires the following:

"The cost of realigning, constructing, stabilising and landscaping Scotchman's Creek and the waterway corridor (including design, engineering and supervision) must be paid jointly by the applicant and Melbourne Water. For this purpose the applicant must enter into an agreement pursuant to section 269A *Melbourne and Metropolitan Board of Works Act 1958* that provides for the ascertainment of the cost of the works and payment by the applicant to Melbourne Water of one half of the cost thereof within 30 days after the ascertainment of the cost and completion of the works. The applicant and Melbourne Water must not do anything that will unreasonably increase the cost of the waterway rehabilitation works."

G. As at the date of this Agreement, the Subject Land is encumbered by Mortgage Nos. AF204740G and AD515068V in favour of the Mortgagees. The Mortgagees have consented to the Owner entering into this Agreement with respect to the Subject Land.

H. The parties enter into this Agreement:

- H.1 to give effect to the requirements of the Planning Permit; and
- H.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 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*.

Aged Care Building means the aged care building to be constructed in accordance with the Endorsed Plans.

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

Carriageway Easement means an easement of carriageway in favour of the Council over the Shared Pathway.

Carriageway Easement Consideration Price means an amount equal to 50% of the unencumbered value of the area of the Carriageway Easement.

Drainage and Floodway Easement means an easement of drainage and floodway in favour of Melbourne Water covering the area of the Subject Land which is subject to 1% flood levels (as determined by the Waterway Corridor Rehabilitation Plan and Report).

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.

AG681522S

10/08/2009 \$102.90 173



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, Council and Melbourne Water under this Agreement as appropriate.

Planning Scheme means the Monash Planning Scheme and any other Planning Scheme that applies to the Subject Land.

Scotchman's Creek and Waterway Corridor Works means the works associated with the realignment, construction, stabilisation and landscaping of Scotchman's Creek and the Waterway Corridor (including the design, engineering and supervision of these works), to be carried out in accordance with the Waterway Corridor Rehabilitation Plan and Report.

Shared Pathway means the pathway to be situated within the Waterway Corridor in accordance with the Endorsed Plan.

Shared Pathway Works means the works associated with the construction and maintenance of the Shared Pathway including any steps, handrails, safety rails, drainage, night-lighting or any other ancillary works required.

Subject Land means part of the land situated at 444-454 Waverley Road, Mount Waverley, being part of the land referred to in Certificate of Title Volume 09771 Folio 837 and more particularly being lot 1 on Title Plan 117030C 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.

Waterway Corridor means the waterway corridor as marked on the Endorsed Plans.

Waterway Corridor Rehabilitation Plan and Report means a plan and report prepared in accordance with condition 60 of the Permit.

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.

AG681522S

10/08/2009 \$102.90 173



- 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.

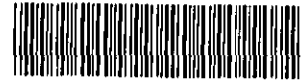
3. SPECIFIC OBLIGATIONS OF THE OWNER

The Owner covenants and agrees:

- 3.1 to undertake earthworks on the Subject Land in a fashion which will minimise the costs to be borne by Council in undertaking the Shared Pathway Works to the satisfaction of Council;
- 3.2 to allow access by Melbourne Water and/or Council and their agents to:
 - 3.2.1 the Waterway Corridor; and
 - 3.2.2 the Subject Land for the purpose of gaining access to the Waterway Corridor;
- 3.3 jointly with Melbourne Water, to pay half of the costs of the Scotchman's Creek and Waterway Corridor Works within 30 days of the completion of such works to the satisfaction of the parties so as to give effect to Condition 67 of the Planning Permit;
- 3.4 that upon receipt of a written request, to not unreasonably withhold permission (which must be evidenced in writing) for access by community groups and/or Council to the Waterway Corridor for purposes associated with the maintenance of landscaping and litter removal;
- 3.5 to undertake reasonable maintenance of the Waterway Corridor outside the 1 in 100 year flood level (as delineated by Waterway Corridor Rehabilitation Plan and Report) to the satisfaction of Melbourne Water; and
- 3.6 that unless agreed upon in writing by Melbourne Water, it will not construct, undertake or consent to any buildings or works on the Subject Land, other than:
 - 3.6.1 the buildings and works approved by the Permit;
 - 3.6.2 the Scotchman's Creek and Waterway Corridor Works;
 - 3.6.3 works associated with Melbourne Water access tracks;
 - 3.6.4 the Shared Pathway Works;
 - 3.6.5 landscaping;
 - 3.6.6 fencing and associated works; and

AG681522S

10/08/2009 \$102.90 173



3.6.7 any permitted creek crossing in the Waterway Corridor.

4. SPECIFIC COVENANTS OF MELBOURNE WATER

Melbourne Water covenants and agrees:

- 4.1 jointly with the Owner, to pay half of the costs of the Scotchman's Creek and Waterway Corridor Works within 30 days of the completion of such works to the satisfaction of the parties so as to give effect to Condition 67 of the Permit;
- 4.2 that upon receipt of a written request, to not unreasonably withhold permission (which must be evidenced in writing) for access by community groups and/or Council to the Drainage and Floodway Easement for purposes associated with the maintenance of landscaping and litter removal;
- 4.3 to use its reasonable endeavours to determine requests for approval of plans under Conditions 60 and 61 of the Permit, within the period specified in Condition 2 of the Permit or any other time which Melbourne Water and the Owner agree in writing; and
- 4.4 to undertake reasonable maintenance of the Waterway Corridor outside the 1 in 100 year flood level (as delineated by the Waterway Corridor Rehabilitation Plan and Report);

5. SPECIFIC COVENANTS OF COUNCIL

Council covenants and agrees:

- 5.1 to pay for and undertake (whether or not by an agent) the Shared Pathway Works;
- 5.2 to use its reasonable endeavours to determine requests for the endorsement of plans and secondary consent applications under the Permit within a period of 4 weeks from the date of receipt; and
- 5.3 to indemnify the Owner and Melbourne Water against all claims of any nature arising from or out of the use of the Shared Pathway by any person, except to the extent caused or contributed to by the negligence of the Owner and/or Melbourne Water.

6. JOINT COVENANTS

Each of the parties jointly agree:

- 6.1 that, except with the written consent of the Council, the staging and timing of the development of the Subject Land will follow the sequence set out below:
 - 6.1.1 the endorsement of amended plans pursuant to Condition 1 of the Permit;
 - 6.1.2 the construction of the Aged Care Building in accordance with the Endorsed Plans (as amended);
 - 6.1.3 the approval of the Waterway Corridor Rehabilitation Plan and Report;
 - 6.1.4 the completion of the Scotchman's Creek and Waterway Corridor Works;

AG681522S

10/08/2009 \$102.90 173



- 6.1.5 the construction of roadworks and footpaths outside of the Waterway Corridor;
- 6.1.6 the completion of the Shared Pathway Works;
- 6.1.7 the remaining landscaping of the Waterway Corridor and any other landscaping required; and
- 6.1.8 the construction of the balance of the development; and
- 6.2 that each party will each bear their own costs of the preparation, execution and registration of this section 173 agreement.

7. CARRIAGEWAY EASEMENT

- 7.1 The Owner covenants and agrees:
 - 7.1.1 that after the issue of an occupancy permit in respect of the Aged Care Building, it will allow the Carriageway Easement in favour of the Council to be made available for use by the public at the discretion of the Council;
 - 7.1.2 to not make application to remove the Carriageway Easement and the Drainage and Floodway Easement under Section 23 of the *Subdivision Act 1988* or otherwise; and
 - 7.1.3 that Council is not obliged to make payment of the Carriageway Easement Consideration Price until and unless the Owner pays to the Council a public open space contribution under clause 52.01 of the Planning Scheme.
- 7.2 The Council covenants and agrees:
 - 7.2.1 that in consideration for the creation of the Carriageway Easement in favour of Council, to pay the Owner the Carriageway Easement Consideration Price upon the Owner making payment of a public open space contribution under clause 52.01 of the Planning Scheme; and
 - 7.2.2 that for the purpose of calculating the site value and area of the Subject Land (for the purposes of the open space contribution under clause 52.01 of the Planning Scheme) the bed and banks of the Scotchman's Creek are to be excluded.

8. FURTHER OBLIGATIONS OF THE OWNER

- 8.1 **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.
- 8.2 **Further actions**

The Owner further covenants and agrees that:

 - 8.2.1 the Owner will do all things necessary to give effect to this Agreement;

AG681522S

10/08/2009 \$102.90 173



- 12.2.1 if delivered, on the next following business day;
- 12.2.2 if posted, on the expiration of 7 business days after the date of posting; or
- 12.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

12.3 No Waiver

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

12.4 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.

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

13. 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.

AG681522S

10/08/2009 \$102.90 173
[Barcode]

Mortgagees' Consents

National Australia Bank Ltd as Mortgagee of registered mortgage No. AF204740G 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.

.....

Geoffrey Ernest Petherbridge and Maureen Therese Petherbridge as Mortgagees of registered mortgage No. AD515068V consent 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.

Signed

Signed

Executed by National Australia Bank Limited by its)
Attorney Paul William Walsh who holds the position)
of Level 3 Attorney under Power of Attorney dated)
1/3/2007 (a certified copy of which is filed in)
Permanent Order Book No 277 Page 025 Item)
number 35) in the presence of:)

Attorney

**PAUL WALSH
SENIOR PARTNER**

Witness

**Stacey Gardiner
nabhealth**

Full Name

D21166000



AG860546F ment
m is
Titles
is
taining
land

10/11/2009 \$67.90 89

Caveat

Section 89 Transfer of Land Act 1958

Lodged by:

Name: O'DONNELL SALZANO LAWYERS
Phone: 9642 2400
Address: Level 4, 170 Queen Street
Melbourne
Reference: JMG/JRP/0900302
Customer Code: 0145 V

The caveator claims the estate or interest specified in the land described on the grounds set out and forbids the registration of any person as proprietor of land and of any instrument affecting the estate or interest to the extent specified.

Land: *(volume and folio, and if applicable mortgage, charge or lease)*

The land marked E-1, E-2, E-3 and E-4 on the plan in the annexure page being part of the land described in Certificate of Title Volume 09771 Folio 837.

Caveator: *(full name)*

United Energy Distribution Pty Ltd (ABN 70 064 651 029) of Level 3, 501 Blackburn Road, Mt Waverley, Victoria, 3149

Estate or Interest claimed:

An interest as lessee

Grounds of claim:

As lessee under a lease dated 23 January 2009 for a term of 30 years between Scotchman's Creek Developments Pty Ltd (ACN 108 872 297) and the caveator

Extent of prohibition: *(if not ABSOLUTELY delete and insert desired text)*

Any dealings affecting the interest of the caveator under the lease except those to be the subject to the caveator's interest

Address in Victoria for service of notice: *(full name and address include postcode)*

O'Donnell Salzano Lawyers of Level 4, 170 Queen Street, Melbourne 3000

Dated: 10 November 2009

Signature of agent being an Australian Legal Practitioner (within the meaning of the *Legal Profession Act 2004*)

JULIAN PHILLIPS
O'Donnell Salzano Lawyers Pty Ltd
170 Queen Street, Melbourne 3000
An Australian Legal Practitioner
(within the meaning of the *Legal Profession Act 2004*)

1920085A

Duty Use Only



*Law Perfect Pty Ltd
Page 1 of 1

THE BACK OF THIS FORM MUST NOT BE USED
Land Victoria, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Copyright State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 (Vic) or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, LANDATA REGD TM System, Victorian Land Registry Services Pty. Ltd. ABN 86 627 986 396 as trustee for the Victorian Land Registry Services Trust ABN 83 206 746 897 accept responsibility for any subsequent release, publication or reproduction of the information.

Produced 27/05/2021 02:47:51 PM

Status	Registered	Dealing Number	AT830156B
Date and Time Lodged	03/12/2020 02:59:07 PM		

Lodger Details

Lodger Code	17223H
Name	MADDOCKS
Address	
Lodger Box	
Phone	
Email	
Reference	BGS:DLUE:8294411

CAVEAT

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

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

9771/837

Caveator

Name	MOUNT WAVERLEY CHILDCARE PTY LTD
ACN	646098035

Grounds of claim

Purchasers' contract with the following Parties and Date.

Parties

The Registered Proprietor(s)

Date

26/11/2020

Estate or Interest claimed

Freehold Estate

Prohibition

Absolutely

Name and Address for Service of Notice

Maddocks Lawyers



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Address

Property Name	COLLINS SQUARE
Floor Type	LEVEL
Floor Number	25
Street Number	727
Street Name	COLLINS
Street Type	STREET
Locality	MELBOURNE
State	VIC
Postcode	3008

The caveator claims the estate or interest specified in the land described on the grounds set out. This caveat forbids the registration of any instrument affecting the estate or interest to the extent specified.

Execution

1. 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.
2. The Certifier has retained the evidence supporting this Registry Instrument or Document.
3. The Certifier has taken reasonable steps to verify the identity of the caveator or his, her or its administrator or attorney.

Executed on behalf of	MOUNT WAVERLEY CHILDCARE PTY LTD
Signer Name	BETTINA GERALDINE SHEERAN
Signer Organisation	MADDOCKS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	03 DECEMBER 2020

File Notes:

NIL

This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.

Statement End.

PLAN OF SUBDIVISION UNDER SECTION 35 OF THE SUBDIVISION ACT		EDITION 1	PS 845935D	
LOCATION OF LAND PARISH: MULGRAVE TOWNSHIP: - SECTION: - CROWN ALLOTMENT: - CROWN PORTION: 29 (PART) TITLE REFERENCE: VOL 9771 FOL 837 LAST PLAN REFERENCE: LOT 1 TP 117030C POSTAL ADDRESS: 444 - 454 WAVERLEY ROAD (at time of subdivision) MOUNT WAVERLEY, 3149. MGA CO-ORDINATES: E: 336 000 ZONE: 55 (of approx centre of land in plan) N: 5 805 165 GDA 94		Council Name: Monash City Council Council Reference Number: TPS/13356 Planning Permit Reference: Planning permit not required SPEAR Reference Number: S164183C This is a plan under section 35 of the Subdivision Act 1988 which does not create any additional lots. Certification This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 05/10/2020 Statement of Compliance This is a statement of compliance issued under section 21 of the Subdivision Act 1988 Digitally signed by: Mariela Llopart for Monash City Council on 28/10/2020		
VESTING OF ROADS AND/OR RESERVES		NOTATIONS		
IDENTIFIER	COUNCIL/BODY/PERSON	LAND ACQUIRED BY COMPULSORY PROCESS: RESERVE No. 1		
RESERVE No. 1	MONASH CITY COUNCIL			
NOTATIONS				
DEPTH LIMITATION : Nil.				
SURVEY: This plan is based on survey. This survey has been connected to permanent marks No(s). 617 In Proclaimed Survey Area No. - STAGING: This is not a staged subdivision. Planning Permit No.				
EASEMENT INFORMATION				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
EASEMENTS AND RIGHTS IMPLIED UNDER SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLY TO ALL OF THE LAND IN THIS PLAN				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE AND SEWERAGE	SEE PLAN	LP 54484	LOTS ON LP 54484
E-1	DRAINAGE AND SEWERAGE	SEE PLAN	INST C612515	M.M.B.W.
PETER RICKARD & ASSOCIATES PTY LTD CONSULTING SURVEYORS 63 Kooyongkoot Road Hawthorn 3122 Tel: 9819 1400 0418 881400		SURVEYORS FILE REF: 20-018	ORIGINAL SHEET SIZE: A3	SHEET 1 OF 3
		Digitally signed by: Peter John Rickard, Licensed Surveyor, Surveyor's Plan Version (B), 18/10/2020, SPEAR Ref: S164183C		PLAN REGISTERED TIME: 03:01 pm DATE: 23/11/2020 Assistant Registrar of Titles

VESTING DATES & TRANSFER REGISTRATRIION DATES OF ACQUIRED LAND

LAND AFFECTED	LAND ACQUIRED BY COMPULSORY PROCESS			LAND ACQUIRED BY AGREEMENT	LRS REFERENCE	ASSISTANT RESISTAR OF TITLES SIGNATURE
	VESTING DATE	GOVERNMENT GAZETTE		DATE OF RECORDING OF VESTING		
		PAGE	YEAR			
RESERVE No. 1	10/11/2020	S454	2020	23/11/2020		