

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

VOLUME 11521 FOLIO 020

Security no : 124133094305F  
Produced 19/03/2026 11:01 AM

### LAND DESCRIPTION

Lot 1 on Plan of Subdivision 503260U.  
PARENT TITLE Volume 10965 Folio 209  
Created by instrument AL364701T 17/09/2014

### REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
PLENTY VALLEY CHRISTIAN EDUCATION LTD of 840 YAN YEAN ROAD DOREEN VIC 3754  
PS503260U 04/09/2006

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### ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE as to part K150142 05/11/1982  
THE NATIONAL BANK SAVINGS BANK LTD

MORTGAGE as to part N075466J 08/10/1987  
NATIONAL AUSTRALIA BANK LTD

MORTGAGE as to part X374111V 20/03/2001  
NATIONAL AUSTRALIA BANK LTD

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 as to part Section 173 Planning and Environment Act 1987  
R518218D 29/08/1991

AGREEMENT Section 173 Planning and Environment Act 1987  
AE016561N 23/11/2005

### DIAGRAM LOCATION

SEE PS503260U 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: 840 YAN YEAN ROAD DOREEN VIC 3754

### ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD

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

Page 2 of 2

Effective from 22/10/2016

DOCUMENT END

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Document Assembled	<b>19/03/2026 11:01</b>

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**PLAN OF SUBDIVISION**

STAGE No

LR USE ONLY

PLAN NUMBER

**EDITION 2**

**PS503260U**

**LOCATION OF LAND**

PARISH GREENSBOROUGH  
 TOWNSHIP -  
 SECTION A  
 CROWN ALLOTMENT 6<sup>A</sup> AND 91(Pf)  
 CROWN PORTION -  
 TITLE REFERENCES VOL 8621 FOL 612  
 VOL 8621 FOL 614  
 LAST PLAN REFERENCE LOT 1 ON TP442959W  
 & TP368078T  
 POSTAL ADDRESS 840 YAN YEAN ROAD  
 (AT TIME OF SUBDIVISION) DOREEN, 3754  
 MGA CO-ORDINATES E 335 984  
 (APPROX CENTROID) N 5 835 512 ZONE 55

**COUNCIL CERTIFICATION AND ENDORSEMENT**

COUNCIL NAME SHIRE OF NILLUMBIK REF: 66/2002/Cert  
 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 OF THE 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 1 / 06 / 06  
~~RE-CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988~~  
~~COUNCIL DELEGATE~~  
~~COUNCIL SEAL~~  
~~DATE / /~~

**VESTING OF ROADS AND/OR RESERVES**

**NOTATIONS**

IDENTIFIER	COUNCIL/BODY/PERSON
NIL	NIL

STAGING THIS IS NOT A STAGED SUBDIVISION  
 PLANNING PERMIT No

DEPTH LIMITATION DOES NOT APPLY

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SURVEY THIS PLAN IS BASED ON SURVEY  
 THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS PM40, PM65 AND PM66  
 BUT IS NOT IN A PROCLAIMED SURVEY AREA

**EASEMENT INFORMATION**

**LEGEND** E- ENCUMBERING EASEMENT OR CONDITION IN CROWN GRANT IN THE NATURE OF AN EASEMENT OR OTHER ENCUMBRANCE  
 A- APPURTENANT EASEMENT R- ENCUMBERING EASEMENT (ROAD)

EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/IN FAVOUR OF
E-1, E-2, E-3, E-4, E-5, E-6, E-7 & E-8	POWERLINE	SEE DIAG	AJ018212L	SPI ELECTRICITY PTY LTD

LR USE ONLY

STATEMENT OF COMPLIANCE/  
 EXEMPTION STATEMENT

RECEIVED

DATE 16 / 08 / 06

LR USE ONLY

PLAN REGISTERED  
 TIME 10:40 A.M.  
 DATE 4 / 09 / 06

ASSISTANT REGISTRAR OF TITLES

SHEET 1 OF 2 SHEETS

**BARKER MONAHAN**

A C N 005 394 865  
 SURVEYORS, DEVELOPMENT AND  
 LOCAL GOVERNMENT CONSULTANTS  
 581 GILBERT RD WEST PRESTON 3072  
 P O BOX 218 PRESTON, DX97218  
 TELEPHONE 9478 6133 FAX 9470 5189

LICENSED SURVEYOR DAVID JOHN MONAHAN

SIGNATURE

DATE 29 / 05 / 06

REF 10800

VERSION 04

COMPUTER FILE 0800SH1.DWG

DATE 08/08/2005

DATE 1 / 06 / 06

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3





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MOORES LEGAL  
VICTORIA

AE016561N



APPLICATION UNDER SECTION 181 PLANNING & ENVIRONMENT ACT

LODGED AT THE TITLES OFFICE BY:

MOORES LEGAL,  
9 Prospect Street  
BOX HILL VIC 3128  
CODE 1272H

*/ x Agreement*

APPLICATION BY A RESPONSIBLE AUTHORITY  
under Section 181 Planning and Environment Act  
1987 for ENTRY OF A MEMORANDUM OF  
AGREEMENT under Section 173 of the Planning  
and Environment Act 1987

The Responsible Authority under the Planning Scheme having entered into an Agreement with  
the parties named for the land described requires that a memorandum of the Agreement be  
entered on the Certificate(s) of title to the land referred to.

LAND	Certificate of Title Volume 8621 Folio 612 and 614
ADDRESS OF THE LAND	840 Yan Yean Road, Doreen
RESPONSIBLE AUTHORITY	NILLUMBIK SHIRE COUNCIL Civic Drive, Greensborough
PLANNING SCHEME	Nillumbik Planning Scheme
AGREEMENT DATE	18 November 2005
AGREEMENT WITH	NILLUMBIK SHIRE COUNCIL and ASSOCIATION FOR PARENT CONTROLLED CHRISTIAN SCHOOLS IN THE DIAMOND VALLEY LTD of 840 Yan Yean Road, Doreen

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copyright

A copy of the Agreement is attached to this Application

Signature of Responsible Authority

Name of Officer

Delegation of Officer

Date

*18.11.05*  
Stuart Caldwell  
Manager - Planning and Building Services  
*[Signature]*

*[Handwritten mark]*  
23 NOV 2005

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**AGREEMENT**  
**SECTION 173 PLANNING AND ENVIRONMENT ACT 1987**

**THIS AGREEMENT** is made the 18 day of November 2005

**BETWEEN:**

**NILLUMBIK SHIRE COUNCIL**  
of Civic Drive, Greensborough 3088  
("the Council")



- and -

**ASSOCIATION FOR PARENT CONTROLLED CHRISTIAN SCHOOLS IN THE  
DIAMOND VALLEY LTD**  
of 840 Yan Yean Road, Doreen  
("the Owners")

**BACKGROUND:**

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part of a planning process under the  
Planning and Environment Act 1987.

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- A. The Owner is registered or entitled to be registered as the proprietor of the land at 840 Yan Yean Road, Doreen being the whole of the land more particularly described in Certificate of Title Volume 08621 Folio 612 ("Lot 1") and Certificate of Title Volume 08621 Folio 614 ("Lot 2").
- B. In this Agreement Lot 1 together with Lot 2 shall be known as the subject site ("the subject site").
- C. The Council is the Responsible Authority under the Planning and Environment Act 1987 ("the Act") for the Nillumbik Planning Scheme ("the Planning Scheme").
- D. Council issued Planning Permit No 564/2002/14P on 1 February 2005 ("the Permit"). The Permit provides for the boundary realignment of the subject site in accordance with the Plans endorsed by Council.
- E. The Owner has requested the Council certify Plan of Subdivision No PS503260U ("the Plan of Subdivision").
- F. Condition 3 of the Permit requires the Owner to enter into this Agreement to provide for the matters set out in that Condition.
- G. The Owner has agreed with the Council to enter into this Agreement concerning the boundary realignment of the subject site in accordance with the Permit and the Plans endorsed by Council.

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- H. National Australia Bank is the registered Mortgagee of Mortgage No. X374111V which encumbers Lot 1.
- I. National Australia Bank Limited is the registered Mortgagee of Mortgages No. K150142 and N075466J which encumber Lot 2.
- J. The parties agree that this Agreement will be treated as an Agreement pursuant to Section 173 of the Act.

**AGREEMENT BY THE PARTIES:**

**1 INTERPRETATION**

In this Agreement, unless inconsistent with the context or subject matter -

- 1.1 This Agreement comes into operation on the date of this Agreement.
- 1.2 "Owner" means the person or persons registered or entitled to be registered by the Registrar of Titles as the proprietor of the subject site or any part of the subject site;
- 1.3 The Owner's obligations set out in this Agreement are made by the Owner on the Owner's behalf and on behalf of the Owner from time to time of the subject site and each part of the subject site;
- 1.4 "Endorsed Plan of Subdivision" means the plan of subdivision endorsed with the stamp of Council pursuant to the Permit and dated 15 August 2005;
- 1.5 Words in the singular include the plural and the plural includes the singular;
- 1.6 A reference to any Legislation or Regulation includes a reference to any Legislation or Regulation that amends or replaces that Legislation or Regulation.

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**2 OWNER'S OBLIGATIONS**

The Owner agrees that, except with the prior written consent of Council, Lot 1 and Lot 2 created and shown on the Endorsed Plan of Subdivision must not be further subdivided so as to increase the number of lots.

**3 COUNCIL'S OBLIGATIONS**

The Council agrees that it will issue a Statement of Compliance pursuant to Section 21 of the Subdivision Act 1988 once it is satisfied:

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- 3.1. That the Applicant has given it all the prescribed information and has complied with all conditions of the Permit;
- 3.2. This Agreement has been registered on the Titles to the Subject Site; and
- 3.3. That all other requirements have been met to the satisfaction of Council.

**4 GENERAL MATTERS**

**4.1. Agreement Pursuant to Act**

The parties agree that this Agreement is made pursuant to the provisions of Section 173 of the Act.

**4.2. Subsequent Owners Bound**

The Owner must not sell, assign, transfer or dispose of any interest in the subject site otherwise than on the basis that any subsequent owner is bound by each of the covenants and agreements then in force and of effect pursuant to this Agreement.

**4.3. Further Acts**

The parties agree to sign and execute all further documents and agreements and will do all acts and things as the other party may reasonably require to give effect to this Agreement.

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**4.4. No Waiver**

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

**4.5. Severance**

If any provision of this Agreement is not valid it will not affect the validity of the other provisions of this Agreement but will be severed and the other provisions of this Agreement will remain operative.

**4.6. Status of Agreement**

This Agreement constitutes the whole and entire Agreement between Council and the Owner. This Agreement supersedes any representation understanding or arrangement given or made orally or in writing by any party to the other prior to the commencement of this Agreement;

**4.7. Amendment to Agreement**

This Agreement may not be altered or modified except by further agreement in writing signed by each of the parties.

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**5 DISPUTES**

- 5.1. The parties agree to resolve any dispute by mediation. The parties must jointly appoint a mediator and agree to observe the instructions of the mediator about the conduct of the mediation.
- 5.2. If any dispute is not resolved by the mediation procedure, then the dispute may be referred by either party to the Victorian Civil and Administrative Tribunal.

**6 CONSENT OF ANY MORTGAGEE**

The Owner must obtain the written consent of any person or persons registered or entitled from time to time to be registered as Mortgagees of the subject site or any part of the subject site, such consent must be in a form determined by Council from time to time.

**7 REGISTRATION OF AGREEMENT**

The owner must at its expense do all such acts, matters and things including, but not limited to the signing of all documents as may be necessary or expedient to assist Council to register this Agreement on the Title to the subject site pursuant to Section 181 of the Act.

**8 CANCELLATION OF AGREEMENT**

Subject to the owner completing all of the obligations imposed on it by this Agreement, Council agrees upon completion of those obligations and at the Owners request and expense, to sign all documents necessary to cancel this Agreement and remove the Agreement as an encumbrance from the Title to the subject site.

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**9 LEGAL COSTS**

The owner must pay all reasonable legal costs incurred by the Council in the negotiation preparation completion and execution of this Agreement including but not limited to:

- 9.1. the enforcement of the terms of this Agreement;
- 9.2. the registration of this Agreement; and
- 9.3. the cancellation of this Agreement.

**AE016561N**



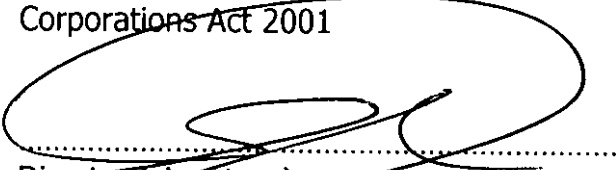
**SIGNED BY THE PARTIES AS AN AGREEMENT.**

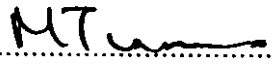
**SIGNED** by Stuart Caldwell as delegate of **NILLUMBIK SHIRE COUNCIL** under Instrument of Delegation dated 10 August 2004

.....  
*Stuart Caldwell*

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**EXECUTED** by the **ASSOCIATION FOR )**  
**PARENT CONTROLLED CHRISTIAN )**  
**SCHOOLS IN THE DIAMOND VALLEY )**  
**LTD** in accordance with Section 127 of the )  
Corporations Act 2001 )

  
.....  
Director (signature)

  
.....  
Director/Secretary (signature)

HUGH BRYANT-PARSONS  
.....  
Full Name (print)

MARK TIMMINS  
.....  
Full Name (print)

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## MORTGAGEE'S CONSENT

National Australia Bank being registered as Mortgagee pursuant to Mortgage No. X374111V which encumbers the land described in Certificate of Title Volume 8621 Folio 612 **HEREBY CONSENTS** to the Owner entering the within Agreement.

DATED the *5<sup>th</sup>* day of *October*

2005

### ADVERTISED PLAN

  
.....  
Signed for and on behalf of the Mortgagee.

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## MORTGAGEE'S CONSENT

National Australia Bank Limited being registered as Mortgagee pursuant to Mortgages No. K150142 and N075466J which encumber the land described in Certificate of Title Volume 8621 Folio 614 **HEREBY CONSENTS** to the Owner entering the within Agreement.

DATED the *5<sup>th</sup>* day of *October*

2005

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.....  
Signed for and on behalf of the Mortgagee.

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23/11/2005 \$92.30 173



REGD

290891 1204 MISC \$51 R518218D

Lodged by HOME WILKINSON & LOWRY

Code 0985X

VICTORIA

R518218D

APPLICATION BY A RESPONSIBLE AUTHORITY under Section 181 Planning and Environment Act 1987 for ENTRY OF A MEMORANDUM OF AGREEMENT under Section 173 of the Act

The Responsible Authority under the Planning Scheme having entered into an Agreement with the parties named for the land described requires that a memorandum of the Agreement be entered on the Certificate(s) of Title to the land referred to.

LAND

Certificate of Title Volume 8621 Folio 614

ADDRESS OF LAND

Crown

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RESPONSIBLE AUTHORITY

The Mayor, Councillors and Citizens of the City of Whittlesea

PLANNING SCHEME

Whittlesea Planning Scheme

AGREEMENT DATE 19<sup>th</sup> August, 1991

AGREEMENT WITH THE ASSOCIATION FOR PARENT-CONTROLLED CHRISTIAN SCHOOLS IN THE DIAMOND VALLEY

A copy of this Agreement is attached to this Application.

Signature for the Responsible Authority *[Signature]*

Name of Officer L.G. ESMONDE

Date 20TH AUGUST, 1991

ADVERTISED PLAN

A memorandum of the within instrument has been entered in the Register Book.



*[Handwritten signature]* 9/19/91

THIS AGREEMENT is made the 19<sup>TH</sup> day of August, 1991 pursuant to Section 173 of the Planning & Environment Act 1987 (as amended) ("the Act")

BETWEEN: THE MAYOR, COUNCILLORS & CITIZENS OF THE CITY OF WHITTLESEA of Municipal Offices, High Street, Epping ("the Responsible Authority") of the one part

AND

THE ASSOCIATION FOR PARENT-CONTROLLED CHRISTIAN SCHOOLS IN THE DIAMOND VALLEY LTD. (ACN. D05198578) of Yan Yean Road, Doreen ("the Owner", which expression shall include the Owner's transferees and assigns) of the other part

WHEREAS:

- A. The Owner is or is entitled to be the registered proprietor of part of Crown Allotment 91 Section A Parish of Greensborough and being the land more particularly described in Certificate of Title Volume 8621 Folio 614 ("the land").
- B. Pursuant to a planning application lodged by the Owner, the Responsible Authority granted a permit numbered P3935 in respect to the development and use of the land for the purpose of redevelopment of an existing school ("the permit").
- C. Condition 2 of the permit requires the Owner to complete roadworks pursuant to the endorsed plans.
- D. The Responsible Authority and the Owner have agreed that, without restricting or limiting their respective powers to enter into this Agreement and in so far as it can be so treated, this Agreement shall be treated as being an Agreement under Section 173 of the Act.

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# ADVERTISED PLAN

NOW IT IS AGREED as follows:-

1. The Owner (which term shall include the Owner or Owners of the land from time to time) with the intent that its covenants hereunder shall run with the land hereby covenants and agrees that it will:-
  - (a) complete to the satisfaction of the Engineer of the Responsible Authority roadworks pursuant to the endorsed site layout plan, such plan showing sealed entrances, sealed left turn lane at entrance and provisions of protected right turn lane and extension of inside passing lane.
  - (b) Pay all costs incurred in the carrying out and completion of the required roadworks.
2. This Agreement ~~will come into effect~~ on the signing hereof and will terminate upon the cessation of the use of the land for the purpose which may be permitted or such other use as may be permitted by the Responsible Authority from time to time and upon the dismantling of any buildings associated with such purpose on the subject land.
 

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3. The Owner agrees to do all things necessary to enable the Council to enter a Memorandum of this Agreement on the Certificate of Title to the land in accordance with Section 181 of the Act including signing any further Agreement, acknowledgement or other document to enable the said Memorandum to be registered and or cancelled under the Act.
4. The Owner shall pay the Responsible Authority's legal costs in respect to the preparation, execution, registration, amendments, alteration of registration or cancellation.

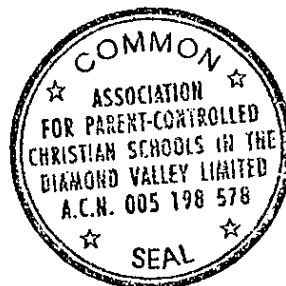
IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first hereinbefore written.

THE COMMON SEAL of THE MAYOR,  
COUNCILLORS & CITIZENS OF THE  
CITY OF WHITTLESEA was hereunto  
affixed in the presence of:



..... *[Signature]* ..... Mayor  
..... *[Signature]* ..... Councillor  
..... *[Signature]* ..... Municipal Clerk

THE COMMON SEAL of THE ASSOCIATION  
FOR PARENT-CONTROLLED CHRISTIAN  
SCHOOLS IN THE DIAMOND VALLEY LTD.  
(ACN. D05 198578 was hereunto  
affixed in accordance with its  
Articles of Association in the  
presence of:



..... *[Signature]* ..... Director  
..... *[Signature]* ..... Secretary

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