

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

Page 1 of 1

VOLUME 11346 FOLIO 565

Security no : 124133241194T
Produced 24/03/2026 03:51 PM

LAND DESCRIPTION

ADVERTISED COPY

Lot 1 on Plan of Subdivision 642278V.
PARENT TITLE Volume 09902 Folio 503
Created by instrument PS642278V 19/04/2012

REGISTERED PROPRIETOR

Estate Fee Simple

ENCUMBRANCES, CAVEATS AND NOTICES

STATUTORY CHARGE Section 29 Retirement Villages Act 1986
AX199410U 29/08/2023

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.

NOTICE Section 9(1) Retirement Villages Act 1986
AX199399D 29/08/2023

AGREEMENT Section 173 Planning and Environment Act 1987
AY412744W 17/09/2024

DIAGRAM LOCATION

SEE PS642278V 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)

ADMINISTRATIVE NOTICES

NIL

eCT Control 16667Y GADENS LAWYERS
Effective from 25/07/2025

DOCUMENT END

Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	PS642278V
Number of Pages (excluding this cover sheet)	4
Document Assembled	24/03/2026 15:51

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PS642278V

30/03/2011 \$889.20 PS35



PLAN OF SUBDIVISION Under Section 35 of the Subdivision Act 1988				STAGE No.	LRS USE ONLY EDITION 2	PLAN NUI				
LOCATION OF LAND PARISH: DANDENONG TOWNSHIP: - SECTION: - CROWN ALLOTMENT: - CROWN PORTION: 3 (PART) TITLE REFERENCE: VOL. 09902 FOL. 503 LAST PLAN REFERENCE/S: LP 211092 G (LOT A) POSTAL ADDRESS: 62-94 JACKSONS ROAD MULGRAVE, VIC. 3170 MGA Co-ordinates E: 341 405 GDA 94 (of approx. centre of N: 5 800 470 ZONE: 55 land in plan).				COUNCIL CERTIFICATION AND ENDORSEMENT COUNCIL NAME: MONASH CITY COUNCIL REF: 9706 A: This is a plan under section 35 of the Subdivision Act 1988 which does not create any additional lots. B: This plan is exempt from Part 3 of the Subdivision Act 1988. C: This is a plan under section 35 of the Subdivision Act 1988 which creates (an) additional lot(s). D: It is certified under section 6 of the Subdivision Act 1988. E: It is certified under section 11(7) of the Subdivision Act 1988. F: Date of original certification under section 6: / / G: This is a statement of compliance under section 21 of the Subdivision Act 1988. Council Delegate Council Seal Date 8 / 3 / 11 Re-certification under Section 11(7) of the Subdivision Act 1988. Council Delegate Council Seal Date / /						
VESTING OF ROAD AND / OR RESERVE Roads and reserves vest in the council/body/person named when the appropriate vesting date is recorded or transfer registered. Only roads and reserves marked thus (%) vest upon registration of this plan.				NOTATIONS STAGING This is not a staged subdivision. Planning permit No. N/A						
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;">IDENTIFIER</th> <th>COUNCIL / BODY / PERSON</th> </tr> </thead> <tbody> <tr> <td>ROAD R1</td> <td>ROADS CORPORATION</td> </tr> </tbody> </table>		IDENTIFIER	COUNCIL / BODY / PERSON	ROAD R1	ROADS CORPORATION	DEPTH LIMITATION: DOES NOT APPLY Land to be acquired by compulsory process: Nil Land to be acquired by agreement: R1 All the land is to be acquired free from all encumbrances other than any easements specified on this plan. R1 ONLY IS SUBJECT TO SURVEY. THE AREA OF LOT 1 HAS BEEN OBTAINED BY DEDUCTION FROM TITLE. SURVEY THIS PLAN IS BASED ON SURVEY THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARK No. 739 IN PROCLAIMED SURVEY AREA No. 21				
IDENTIFIER	COUNCIL / BODY / PERSON									
ROAD R1	ROADS CORPORATION									
EASEMENT INFORMATION						LRS USE ONLY STATEMENT OF COMPLIANCE / EXEMPTION STATEMENT RECEIVED ☒ DATE 30 / 3 / 11				
LEGEND E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement A - Appurtenant Easement R - Encumbering Easement (Road)						LRS USE ONLY PLAN REGISTERED TIME 9:14 DATE 19 / 4 / 12 Randall McDonald Assistant Registrar of Titles SHEET 1 OF 3 SHEETS				
Easements marked (-) are existing easements. Easements marked (+) are created upon registration of this plan. Easements marked (=) are created when the appropriate vesting date is recorded or transfer registered Easements marked (#) are removed when the appropriate vesting date is recorded or transfer registered.										
Symbol	Subject Land	Purpose	Width (Metres)	Origin	Land Benefited / In favour Of					
*	R1	WAY	SEE DIAG.	THIS PLAN	LAND IN THIS PLAN					
-	E-1, E-4, E-6 & E-7	TRANSMISSION OF ELECTRICITY	36.58	A856472	STATE ELECTRICITY COMMISSION OF VICTORIA					
-	E-2	DRAINAGE & SEWERAGE	3	LP 206238 J	LOTS ON LP 206238 J					
-	E-3, E-4 & E-6	TRANSMISSION OF ELECTRICITY	1.50	P55174X, Land Acquisition and Compensation Act 1986 & x103 State Electricity Act 1958	STATE ELECTRICITY COMMISSION OF VICTORIA					
-	E-5	FOOTWAY	2.50	AD486715U	MONASH CITY COUNCIL					
-	E-6 & E-7	SEWERAGE	2.50	AZ368421G	YARRA VALLEY WATER CORPORATION					
Beveridge Williams development & environment consultants Sale ph : 03 5144 3877						LICENSED SURVEYOR DAVID STRINGER SIGNATURE DATE 14/12/10 REF: 1001340 VERSION: 2				
DATE 8 / 3 / 11 COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3										

PLAN OF SUBDIVISION

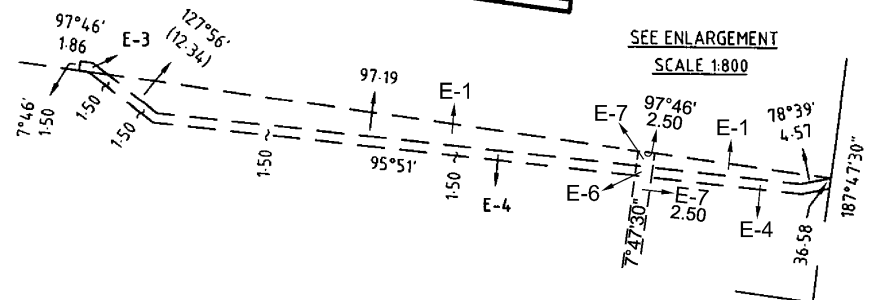
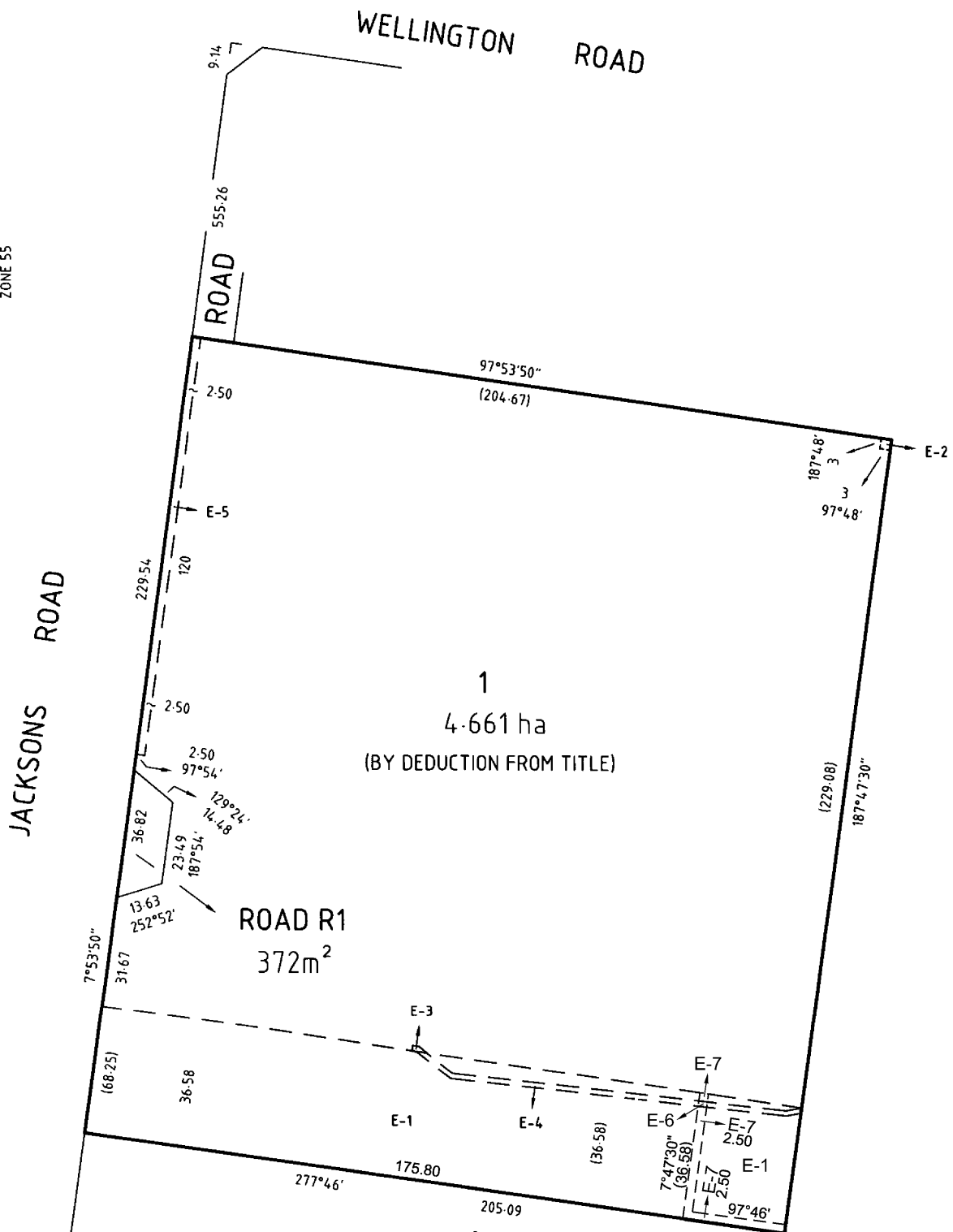
Under Section 35 of the Subdivision Act 1988

STAGE No.

PLAN NUMBER

PS 642278 V

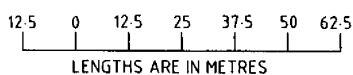
MGA 94
ZONE 55



Beveridge Williams
development & environment consultants

Sale ph : 03 5144 3877

SCALE



LENGTHS ARE IN METRES

ORIGINAL

SCALE
1:1250

SHEET
SIZE
A3

LICENSED SURVEYOR DAVID STRINGER

SIGNATURE *David Stringer* DATE 14/12/10

REF: 1001340

VERSION: 2

SHEET 2

DATE 8 / 3 / 11

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE

A3

		PLAN OF SUBDIVISION Under Section 35 of the Subdivision Act 1988			STAGE No.	PLAN NUMBER PS 642278 V	
VESTING DATES & TRANSFER REGISTRATION DATES OF ACQUIRED LAND							
Land affected	Land acquired by compulsory process				Land acquired by agreement	LRS reference	Assistant Registrar of Titles Signature
	Vesting date	Government Gazette		Date of recording of vesting date	Date of registration of transfer		
		Page	Year				
R1	_____	_____	_____	_____	19/4/12	AJ526185C	RGM

Beveridge Williams
 development & environment consultants
 Sale ph : 03 5144 3877

SCALE LENGTHS ARE IN METRES		ORIGINAL SCALE -	SHEET SIZE A3	LICENSED SURVEYOR DAVID STRINGER SIGNATURE DATE 14/12/10 REF: 1001340 VERSION: 2	SHEET 3 DATE 8 / 3 / 11 COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3
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Department of Transport and Planning

Electronic Instrument Statement

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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.

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Status	Registered	Dealing Number	AY412744W
Date and Time Lodged	17/09/2024 05:39:01 PM		

Lodger Details

Lodger Code	17223H
Name	MADDOCKS
Address	
Lodger Box	
Phone	
Email	
Reference	MYM:S173 9554694

APPLICATION TO RECORD AN INSTRUMENT

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.

Estate and/or Interest

FEE SIMPLE

Land Title Reference

11346/565

Instrument and/or legislation

RECORD - AGREEMENT - SECTION 173
Planning & Environment Act - section 173

Applicant(s)

Name	MONASH CITY COUNCIL
Address	
Street Number	293
Street Name	SPRINGVALE
Street Type	ROAD
Locality	GLEN WAVERLEY
State	VIC
Postcode	3150

Additional Details



Department of Transport and Planning

Electronic Instrument Statement

Refer Image Instrument

The applicant requests the recording of this Instrument in the Register.

Execution

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

Executed on behalf of	MONASH CITY COUNCIL
Signer Name	REBEKAH PARIKH
Signer Organisation	PARTNERS OF MADDOCKS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	17 SEPTEMBER 2024

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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Section 173 Agreement

Land: 62-94 Jacksons Road, Mulgrave VIC 3170

Monash City Council

Ryman Healthcare (Australia) No. 13 Pty Ltd (ACN 626 241 790)

gadens

Level 25, Bourke Place
600 Bourke Street
Melbourne VIC 3000
Australia

T +61 3 9252 2555
F +61 3 9252 2500

[9554694:44817068_1]

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Section 173 Agreement

Parties

1. **Monash City Council** of 293 Springvale Road, Glen Waverley VIC 3150 (**Council**); and
 2. **Ryman Healthcare (Australia) No. 13 Pty Ltd** CAN 626 241 790 of Level 5, 6 Riverside Quay, Southbank VIC 3006 (**Owner**);
- (together **the Parties**).

Background

- A. Council is the Responsible Authority under the Act for the Scheme.
- B. The Owner is registered or is entitled to be registered as proprietor of the Land.
- C. Council issued the Permit requiring the Owner to enter into this Agreement providing for the matters set out in Condition 15 of the Permit which reads:

Prior to the use commencing, the owner of the land at 62-94 Jacksons Road, Mulgrave, must enter into an agreement with the Responsible Authority pursuant to Section 173 of the Planning and Environment Act 1987 to provide that the Independent Living Villa and Units as shown on the plans prepared by VIA Architects Rev A dated 21 December 2021 must only be used for the purpose of a retirement village in accordance with the Retirement Villages Act 1986 (Vic) or future legislation which may supersede this Act. The agreement must be registered on title and the cost of the preparation and execution of the Agreement is to be paid by the owner.

- D. The Parties enter into this Agreement pursuant to section 173 of the Act in satisfaction of Condition 15 of the Permit.

Operative provisions

1. Definitions and interpretation

1.1 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*;

Agreement means this agreement (as amended) and any agreement executed by the parties expressed to be supplemental to this agreement;

Business Day means Monday to Friday excluding public holidays in Victoria;

CPI means the annual Consumer Price Index (All Groups-Melbourne) as published by the Australian Bureau of Statistics, or, if that index number is no longer published, its substitute as a cumulative indicator of the inflation rate in Australia, as determined by Council from time to time.

Current Address means:

- (a) for Council, the address shown on page one of this Agreement, or any other address listed on Council's website; and
- (b) for the Owner, the address shown on page one of this Agreement or any other address provided by the Owner to Council for any purpose relating to the Subject Land.

Current Email means:

- (a) for Council, mail@monash.vic.gov.au, or any other email address listed on Council's website; and
- (b) for the owner, any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.

Endorsed Plans means the plan or plans prepared by VIA Architects endorsed with the stamp of Council from time to time as the plans which form part of the Permit;

Independent Living Villa and Units means the independent living villa and units on the Land as shown on the Endorsed Plans.

Land means the land situated at 62-94 Jacksons Road, Mulgrave VIC 3170, being the land referred to in certificate of title volume 11346 folio 565 and any reference to the Land includes any lot created by the subdivision of the 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 the Land or any part of it including the common property and includes a Mortgagee in possession;

Parties means the parties to this Agreement and **Party** means one of them;

Permit means the planning permit no. TPA/47359/A, as amended from time to time, issued on 5 October 2022, authorising the staged development of the land for the purpose of a retirement village and residential aged care facility (up to 5 storeys in height), alteration of access to a Transport Zone 2 and removal of native vegetation;

Responsible Authority means Council or its successor as the authority responsible for administering and enforcing the Scheme and includes its agents, officers, employees, servants, workers and contractors;

Retirement Village has the same meaning as in the *Retirement Villages Act 1986 (Vic)* as amended from time to time;

Satisfaction Fee means a fee payable by the Owner to Council for determining whether the Owner's obligation under clause 8.1 has been undertaken to Council's satisfaction and which is payable in respect of satisfaction at the rate specified in regulation 18 of the *Planning and Environment Fees Regulations 2016*.

Scheme means the Monash Planning Scheme and any successor instrument or other planning scheme which applies to the Land;

Tribunal means the Victorian Civil and Administrative Tribunal.

1.2 Interpretation

- (a) In this Agreement, unless the context indicates otherwise:
 - (i) a reference to an any agreement or document (including this Agreement) includes any variation, amendment or replacement of it.
 - (ii) words or terms not defined in this Agreement but defined in the Act, the Planning Scheme or the Permit have the same meaning in this Agreement, unless the context requires otherwise. This Agreement must be interpreted having regard to the provisions of the Permit, the Planning Scheme and the Act;
 - (iii) the singular includes the plural and the plural includes the singular;
 - (iv) a reference to a gender includes a reference to each other gender;
 - (v) a reference to a person includes a reference to a firm, corporation or other corporate or statutory body and their successors in law;
 - (vi) a reference to a statute includes any subordinate instruments made under that statute;
 - (vii) a reference to a statute includes any statutes amending, consolidating or replacing that statute;
 - (viii) a reference to a person includes any other entity recognised by law and vice versa;
 - (ix) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
 - (x) the use of the word **includes** or **including** is not to be taken as limiting the meaning of the words preceding it;
 - (xi) the expression **at any time** includes reference to past, present and future time and performing any action from time to time; and
- (b) An agreement, representation or warranty by two or more persons (or a party comprising two persons) binds them jointly and severally and is for the benefit of them jointly and severally.
- (c) All headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this Agreement.
- (d) The recitals to this Agreement are and will be deemed to form part of this Agreement including any terms defined within the recitals.
- (e) A reference to Council or Responsible Authority includes its agents, officers, employees, servants, workers and contractors.
- (f) Where, in this Agreement, Council or the Responsible Authority may exercise any power, duty or function, that power may be exercised on behalf of Council or the Responsible Authority by an authorised or delegated officer.

2. Commencement of Agreement

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

3. Owner's Covenants

- 3.1 The Owner covenants and agrees that the Independent Living Villa and Units must only be used for the purpose of a Retirement Village.

4. Mutual covenants

- 4.1 The Parties covenant and agree that:
- (a) the execution of this Agreement fulfils the Owner's obligations under Condition 15 of the Permit; and
 - (b) this Agreement is made as a deed in accordance with section 173 of the Act.

5. Owner's further obligations

5.1 Further actions

The Owner:

- (a) must do all things necessary to give effect to this Agreement;
- (b) consents to Council applying to the Registrar of Titles to record this Agreement on the Certificate of Title to the Land in accordance with Section 181 of the Act; and
- (c) agrees to do all things practical to enable Council to make a recording of this Agreement on the certificate of title to the Land, including:
 - (i) sign any further agreement, acknowledgement;
 - (ii) preparing, signing and recording any amendment to this Agreement; and
 - (iii) preparing, signing and recording any document to give effect to the ending of this Agreement.

5.2 Fees

The Owner must pay any Satisfaction Fee to Council within 14 days after a written request for payment.

5.3 Council's costs to be paid

The Owner must pay to Council within 14 days after a written request for payment, Council's costs and expenses (including legal expenses) relating to this Agreement, including;

- (a) preparing, signing, and recording this Agreement;
- (b) preparing, signing and recording any amendment to this Agreement; and

- (c) preparing, signing and recording any document to give effect to the ending of this Agreement.

5.4 Time for giving consent

If Council makes a request for payment of any Satisfaction Fee under clause 5.2, the Parties agree that Council will not decide whether the Owner's obligation has been undertaken to Council's satisfaction until payment has been made to Council in accordance with the request.

5.5 Interest for overdue money

- (a) The Owner must pay to Council interest in accordance with s 120 of the *Local Government Act 2020* on any amount due under this Agreement that is not paid by the due date.
- (b) If interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.

5.6 Covenants run with the Land

The Owner's obligations in this Agreement are intended to take effect as covenants which shall be annexed to and run at law and in equity with the Land and every part of it, and bind the Owner and its successors, assignees and transferees, the registered proprietor or proprietors for the time being of the Land and every part of the Land.

6. Owner's warranty

The Owner warrants and covenants that:

- (a) the Owner is the registered proprietor (or is entitled to become the registered proprietor) of the Land and is also the beneficial owner of the Land;
- (b) there are no mortgages, liens, charges or other encumbrances or leases or any rights inherent in any person other than the Owner affecting the Land which have not been disclosed by the usual searches of the folio of the Register for the Land or notified to the Council;
- (c) no part of the Land is subject to any rights obtained by adverse possession or subject to any easements or rights described or referred to in section 42 of the *Transfer of Land Act 1958*;
- (d) until this Agreement is recorded on the folio of the Register which relates to the Land, the Owner will not further sell, transfer, dispose of, assign, mortgage or otherwise part with possession of, or any interest in, the Land or any part of the Land without:
 - (i) disclosing to any intended purchaser, transferee, charge, leasee, licensee, assignee or mortgagee the existence and nature of this Agreement; and
 - (ii) requiring the purchaser, transferee, charge, leasee, licensee, assignee or mortgagee to:
 - (A) give effect to and do all acts and sign all documents which will require the successor to give effect to this Agreement; and
 - (B) execute a deed agreeing to be bound by the terms of this Agreement; and

- (e) until the deed referred to at clause 6(d)(ii)(B) is executed, the Owner, being a Party, remains liable to perform all of the Owner's obligations contained in this Agreement.

7. General matters

7.1 No fettering of Council's powers

This Agreement does not fetter or restrict the Council's power or discretion in respect of any of the Council's decision making powers including but not limited to an ability to make decisions under the *Local Government Act 1989*, and the Act or to make or impose requirements or conditions in connection with any use or development of the Land or the granting of any planning permit, the approval or certification of any plans of subdivision or consolidation relating to the Land or the issue of a statement of compliance in connection with any such plans.

7.2 Time of the essence

Time is of the essence in regards to all dates, periods of time and times specified in this Agreement.

7.3 Further assurance

The parties must do or cause to be done all things that are reasonably necessary to give effect to this document, whether before or after performance of this document.

7.4 Agreement under section 173 of the Act

The parties acknowledge and agree that:

- (a) this Agreement is made pursuant to section 173 of the Act; and
- (b) the provisions of this Agreement are intended to achieve or advance the objectives of Planning in Victoria and the objectives of the Scheme.

7.5 Service of notice

A notice or other communication required or permitted to be served by a Party on another Party shall be in writing and may be served:

- (a) by delivering it personally on that Party;
- (b) by leaving it at the other Party's Current Address;
- (c) by sending it by pre paid post, to the other Party at the other Party's Current Address; or
- (d) by email to the other Party's Current Email.

7.6 Time of service

A notice or other communication is deemed served:

- (a) if delivered personally, on the next following business day;
- (b) if posted within Australia to an Australian address, two business days after the date of posting and in any other case, seven business days after the date of posting;

- (c) if sent by email, on the next following business day unless the receiving Party has requested retransmission before the end of that day; or
- (d) if received after 6.00 pm in the place of receipt or on a day which is not a business day, at 9.00 am on the next business day.

7.7 No waiver

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

7.8 Jurisdiction

For the purposes of this Agreement, the Parties acknowledge that they are subject to the jurisdiction of the Act and the Victorian Courts for the enforcement of this Agreement.

7.9 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 shall be severed and the other provisions of this Agreement shall remain operative.

7.10 Counterparts

This document may be executed in any number of counterparts, all of which taken together are deemed to constitute the same document.

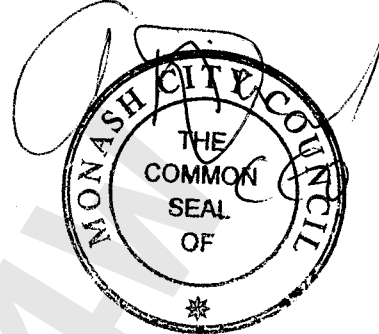
8. Ending of Agreement

- 8.1** This Agreement ends if the Land permanently ceases to be used in the manner that is authorised by the Permit to the satisfaction of Council.
- 8.2** As soon as practicable after the Agreement has ended, the Council will, at the request and at the cost of the Owner make application to the Registrar of Titles under section 183(1) of the Act to cancel the recording of this Agreement as appropriate on the Register.

Signing page

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

The Common Seal of Monash City Council
was affixed on behalf of Council by authority of
the Chief Executive Officer on the 27th day
of August 2024 in exercise of the power
delegated under the **Administrative
Procedures (Use of Common Seal) Local Law**
in the presence of



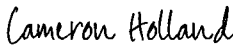


Simone Wickes, CA
Director, Corporate Services
City of Monash
293 Springvale Road
Glen Waverley Vic 3150

This document was witnessed by audio visual link in accordance with the requirements of s12 of
the *Electronic Transactions (Victoria) Act 2000*.

**Executed as a deed by Ryman Healthcare
(Australia) No. 13 Pty Ltd ACN 626 241 790**
under section 127(1) and s 127(3) of the
Corporations Act 2001 by its duly authorised
officers:

Signed by:



Signature of Director
Cameron David Holland

Signed by:



Signature of Director
Robert James Woodgate