

Vendor Statement

The vendor makes this statement in respect of the land in accordance with section 32 of the *Sale of Land Act* 1962.

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.
The vendor may sign by electronic signature.

The purchaser acknowledges being given this statement signed by the vendor with the attached documents before the purchaser signed any contract.

Land	7 BLUE BUSH WAY, CRANBOURNE VIC 3977 (Lot 628 PS649484 Volume 11619 Folio 458)
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Vendor's name	Marc Stuart Lovelady	Date	/ /
Vendor's signature	<div></div>		
Vendor's name	Siobhan Bernadette Lynch	Date	/ /
Vendor's signature	<div></div>		

Purchaser's name	Date
Purchaser's signature	/ /
Purchaser's name	Date
Purchaser's signature	/ /

1. FINANCIAL MATTERS

1.1 Particulars of any Rates, Taxes, Charges or Other Similar Outgoings (and any interest on them)

As set out in the attached certificates

1.2 Particulars of any Charge (whether registered or not) imposed by or under any Act to secure an amount due under that Act, including the amount owing under the charge

\$0.00	To	
Other particulars (including dates and times of payments):		

1.3 Terms Contract

This section 1.3 only applies if this vendor statement is in respect of a terms contract where the purchaser is obliged to make 2 or more payments (other than a deposit or final payment) to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land.

Not Applicable

1.4 Sale Subject to Mortgage

This section 1.4 only applies if this vendor statement is in respect of a contract which provides that any mortgage (whether registered or unregistered), is NOT to be discharged before the purchaser becomes entitled to possession or receipts of rents and profits.

Not Applicable

1.5 Commercial and Industrial Property Tax Reform Act 2024 (Vic) (CIPT Act)

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPC No.
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR <input checked="" type="checkbox"/> Not applicable

2. INSURANCE

2.1 Damage and Destruction

This section 2.1 only applies if this vendor statement is in respect of a contract which does NOT provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits.

Not Applicable

2.2 Owner Builder

This section 2.2 only applies where there is a residence on the land that was constructed by an owner-builder within the preceding 6 years and section 137B of the Building Act 1993 applies to the residence.

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

(a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered):

As may be set out in the attached certificates and/or searches

(b) Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:

None to the knowledge of the vendors

3.2 Road Access

There is NO access to the property by road if the square box is marked with an 'X'

☐

3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area within the meaning of section 192A of the *Building Act* 1993 if the square box is marked with an 'X'

☐

3.4 Planning Scheme

As set out in the attached property and planning reports

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the land, being a notice, order, declaration, report, recommendation or approved proposal of which the vendor might reasonably be expected to have knowledge:

Not Applicable

4.2 Agricultural Chemicals

There are NO notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes. However, if this is not the case, the details of any such notices, property management plans, reports or orders, are as follows:

NIL

4.3 Compulsory Acquisition

The particulars of any notices of intention to acquire that have been served under section 6 of the *Land Acquisition and Compensation Act* 1986 are as follows:

NIL

5. BUILDING PERMITS

Particulars of any building permit issued under the *Building Act* 1993 in the preceding 7 years (required only where there is a residence on the land):

Not Applicable

6. OWNERS CORPORATION

This section 6 only applies if the land is affected by an owners corporation within the meaning of the *Owners Corporations Act* 2006.

Not Applicable

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning and Environment Act* 1987.

Not Applicable

8. SERVICES

The services which are marked with an 'X' in the accompanying square box are NOT connected to the land. Some or all of the services may be disconnected by the vendor prior to settlement, in which case the purchaser may become liable to pay reconnection fees

Electricity supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services x
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9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

A Register Search Statement and the document, or part of a document, referred to as the 'diagram location' in that statement which identifies the land and its location.

10. SUBDIVISION

10.1 Unregistered Subdivision

This section 10.1 only applies if the land is subject to a subdivision which is not registered.

Not Applicable

10.2 Staged Subdivision

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the *Subdivision Act 1988*.

(a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.

(b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

(c) The proposals relating to subsequent stages that are known to the vendor are as follows:

NIL

(d) The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:

NIL

10.3 Further Plan of Subdivision

This section 10.3 only applies if the land is subject to a subdivision in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed.

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

(Disclosure of this information is not required under section 32 of the Sale of Land Act 1962 but may be included in this vendor statement for convenience.)

Details of any energy efficiency information required to be disclosed regarding a disclosure affected building or disclosure area affected area of a building as defined by the *Building Energy Efficiency Disclosure Act 2010* (Cth)

(a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and

(b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

12. DUE DILIGENCE CHECKLIST

(The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate agent must make a prescribed due diligence checklist available to purchasers before offering land for sale that is vacant residential land or land on which there is a residence. The due diligence checklist is NOT required to be provided with, or attached to, this vendor statement but the checklist may be attached as a matter of convenience.)

Is attached

13. ATTACHMENTS

(Any certificates, documents and other attachments may be annexed to this section 13)

(Additional information may be added to this section 13 where there is insufficient space in any of the earlier sections)

(Attached is an "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)

Due diligence checklist

What you need to know before buying a residential property

Before you buy a home, you should be aware of a range of issues that may affect that property and impose restrictions or obligations on you, if you buy it. This checklist aims to help you identify whether any of these issues will affect you. The questions are a starting point only and you may need to seek professional advice to answer some of them. You can find links to organisations and web pages that can help you learn more, by visiting the [Due diligence checklist page on the Consumer Affairs Victoria website](http://consumer.vic.gov.au/duediligencechecklist) (consumer.vic.gov.au/duediligencechecklist).

Urban living

Moving to the inner city?

High density areas are attractive for their entertainment and service areas, but these activities create increased traffic as well as noise and odours from businesses and people. Familiarising yourself with the character of the area will give you a balanced understanding of what to expect.

Is the property subject to an owners corporation?

If the property is part of a subdivision with common property such as driveways or grounds, it may be subject to an owners corporation. You may be required to pay fees and follow rules that restrict what you can do on your property, such as a ban on pet ownership.

Growth areas

Are you moving to a growth area?

You should investigate whether you will be required to pay a growth areas infrastructure contribution.

Flood and fire risk

Does this property experience flooding or bushfire?

Properties are sometimes subject to the risk of fire and flooding due to their location. You should properly investigate these risks and consider their implications for land management, buildings and insurance premiums.

Rural properties

Moving to the country?

If you are looking at property in a rural zone, consider:

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?

Can you build new dwellings?

Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

Is there any earth resource activity such as mining in the area?

You may wish to find out more about exploration, mining and quarrying activity on or near the property and consider the issue of petroleum, geothermal and greenhouse gas sequestration permits, leases and licences, extractive industry authorisations and mineral licences.

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

You should consider whether past activities, including the use of adjacent land, may have caused contamination at the site and whether this may prevent you from doing certain things to or on the land in the future.

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

You should compare the measurements shown on the title document with actual fences and buildings on the property, to make sure the boundaries match. If you have concerns about this, you can speak to your lawyer or conveyancer, or commission a site survey to establish property boundaries.

Planning controls

Can you change how the property is used, or the buildings on it?

All land is subject to a planning scheme, run by the local council. How the property is zoned and any overlays that may apply, will determine how the land can be used. This may restrict such things as whether you can build on vacant land or how you can alter or develop the land and its buildings over time.

The local council can give you advice about the planning scheme, as well as details of any other restrictions that may apply, such as design guidelines or bushfire safety design. There may also be restrictions – known as encumbrances – on the property's title, which prevent you from developing the property. You can find out about encumbrances by looking at the section 32 statement.

Are there any proposed or granted planning permits?

The local council can advise you if there are any proposed or issued planning permits for any properties close by. Significant developments in your area may change the local 'character' (predominant style of the area) and may increase noise or traffic near the property.

Safety

Is the building safe to live in?

Building laws are in place to ensure building safety. Professional building inspections can help you assess the property for electrical safety, possible illegal building work, adequate pool or spa fencing and the presence of asbestos, termites, or other potential hazards.

Building permits

Have any buildings or retaining walls on the property been altered, or do you plan to alter them?

There are laws and regulations about how buildings and retaining walls are constructed, which you may wish to investigate to ensure any completed or proposed building work is approved. The local council may be able to give you information about any building permits issued for recent building works done to the property, and what you must do to plan new work. You can also commission a private building surveyor's assessment.

Are any recent building or renovation works covered by insurance?

Ask the vendor if there is any owner-builder insurance or builder's warranty to cover defects in the work done to the property.

Utilities and essential services

Does the property have working connections for water, sewerage, electricity, gas, telephone and internet?

Unconnected services may not be available, or may incur a fee to connect. You may also need to choose from a range of suppliers for these services. This may be particularly important in rural areas where some services are not available.

Buyers' rights

Do you know your rights when buying a property?

The contract of sale and section 32 statement contain important information about the property, so you should request to see these and read them thoroughly. Many people engage a lawyer or conveyancer to help them understand the contracts and ensure the sale goes through correctly. If you intend to hire a professional, you should consider speaking to them before you commit to the sale. There are also important rules about the way private sales and auctions are conducted. These may include a cooling-off period and specific rights associated with 'off the plan' sales. The important thing to remember is that, as the buyer, you have rights.

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

Page 1 of 1

VOLUME 11619 FOLIO 458

Security no : 124124824676H
Produced 28/05/2025 05:44 AM

LAND DESCRIPTION

Lot 628 on Plan of Subdivision 649484E.
PARENT TITLE Volume 11602 Folio 529
Created by instrument PS649484E 03/12/2015

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
MARC STUART LOVELADY
SIOBHAN BERNADETTE LYNCH both of 79 THUNDERBOLT DRIVE CRANBOURNE EAST VIC
3977
AM510567A 30/01/2016

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AM510568X 30/01/2016
COMMONWEALTH BANK OF AUSTRALIA

COVENANT PS649484E 03/12/2015
Expiry Date 03/12/2020

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
AJ042684E 30/06/2011

DIAGRAM LOCATION

SEE PS649484E 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: 7 BLUE BUSH WAY CRANBOURNE EAST VIC 3977

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA
Effective from 23/10/2016

DOCUMENT END

Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	PS649484E
Number of Pages (excluding this cover sheet)	8
Document Assembled	28/05/2025 05:44

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PLAN OF SUBDIVISION		STAGE NO. -----	LRS use only. EDITION 3	Plan Number PS649484E
<p style="text-align: center;">Location of Land</p> <p>Parish: CRANBOURNE</p> <p>Township:</p> <p>Section:</p> <p>Crown Allotment:</p> <p>Crown Portion: 18 (PART)</p> <p>Title Reference: Vol.11602 Fol.529</p> <p>Last Plan Reference: Lot M on PS723967V</p> <p>Postal Address: Berwick-Cranbourne Road Cranbourne, 3977.</p> <p>MGA Co-ordinates E 351 300 Zone: 55 (of approx centre of plan) N 5 778 840</p>		<p style="text-align: center;">Council Certification</p> <p>Council Name: Casey City Council Ref.</p> <ol style="list-style-type: none"> This plan is certified under section 6 of the Subdivision Act 1988. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 / / This is a statement of compliance issued under section 21 of the Subdivision Act 1988. PUBLIC 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/has not been satisfied. (iii) The requirement is to be satisfied in Stage (iv) The requirement has been satisfied for <p>Council delegate signature print name Date / /</p> <p>This plan is re-certified under section 11(7) of the Subdivision Act 1988</p> <p>Council delegate signature print name Council seal Date / /</p>		
Vesting of Roads and / or Reserve		Notations		
Identifier	Council / Body / Person	Depth Limitation Nil		
Road R1 Reserve No.s 1 & 2 Reserve No.3	Casey City Council Casey City Council AusNet Electricity Services Pty Ltd	Staging This is not a staged subdivision. Planning Permit No. P917/08		
<p>PARKS EDGE at Casey Fields - Release 6</p> <p>Area of Release: 4.059ha</p> <p>No. of Lots: 55 and Balance Lot N</p>		<p>Lots 601 to 655 (both inclusive) may be affected by one or more restrictions. Refer to Creation of Restrictions A on Sheet 6 of this plan for details.</p> <p><u>OTHER PURPOSE OF PLAN</u> Removal of the part of easement marked E-3 shown on PS723967V in so far as it lies within Reserve No. 1 on this plan.</p> <p><u>GROUND FOR REMOVAL:</u> By agreement between all interested parties.</p> <p style="text-align: center;">THIS IS A SPEAR PLAN</p> <p>Survey This plan is based on survey.</p>		
Easement Information				
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
SEE SHEET 2 FOR EASEMENTS				
<p>LRS use only</p> <p>Statement of Compliance/ Exemption Statement</p> <p>Received <input checked="" type="checkbox"/></p> <p>DATE 18/11/2015</p>				<p>LRS use only</p> <p>PLAN REGISTERED</p> <p>TIME 2:37 PM</p> <p>DATE 3 / 12 / 2015</p> <p style="text-align: right;">Laura Campbell Assistant Registrar of Titles</p>
Sheet 1 of 6				<p>.....</p> <p>Date / /</p> <p>Council Delegate Signature</p> <p>Original sheet size A3</p>
<p>Urban Development Built Environments Infrastructure 8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168 Tel: 61 3 9501 2800 Web: taylorssds.com.au</p>		<p>LICENSED SURVEYOR : GABRIELLE M MCCARTHY</p> <p>Signature DIGITALLY SIGNED Date / /</p> <p>REF. 09708-S6 VERSION 14</p>		

	PLAN OF SUBDIVISION	STAGE NO. 	LRS use only. EDITION	Plan Number PS649484E
Easement Information				
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	Drainage	3.00	PS649480N	Casey City Council
	Sewerage			South East Water Corporation
E-3	Drainage	2.00	PS649481L	Casey City Council
E-4	Power Line	See Diag.	This Plan Sec 88 Electricity Industry Act 2000	AusNet Electricity Services Pty Ltd
E-5	Drainage	See Diag.	This Plan	Casey City Council
E-6	Sewerage	See Diag.	This Plan	South East Water Corporation
E-7	Drainage	See Diag.	This Plan	Casey City Council
	Sewerage			South East Water Corporation

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Tel: 61 3 9501 2800 | **Web:** taylorssds.com.au

LICENSED SURVEYOR :

Signature

Date / /

REF. **09708-S6**

VERSION **14**

Sheet 2

.....

Date / /

Council Delegate Signature

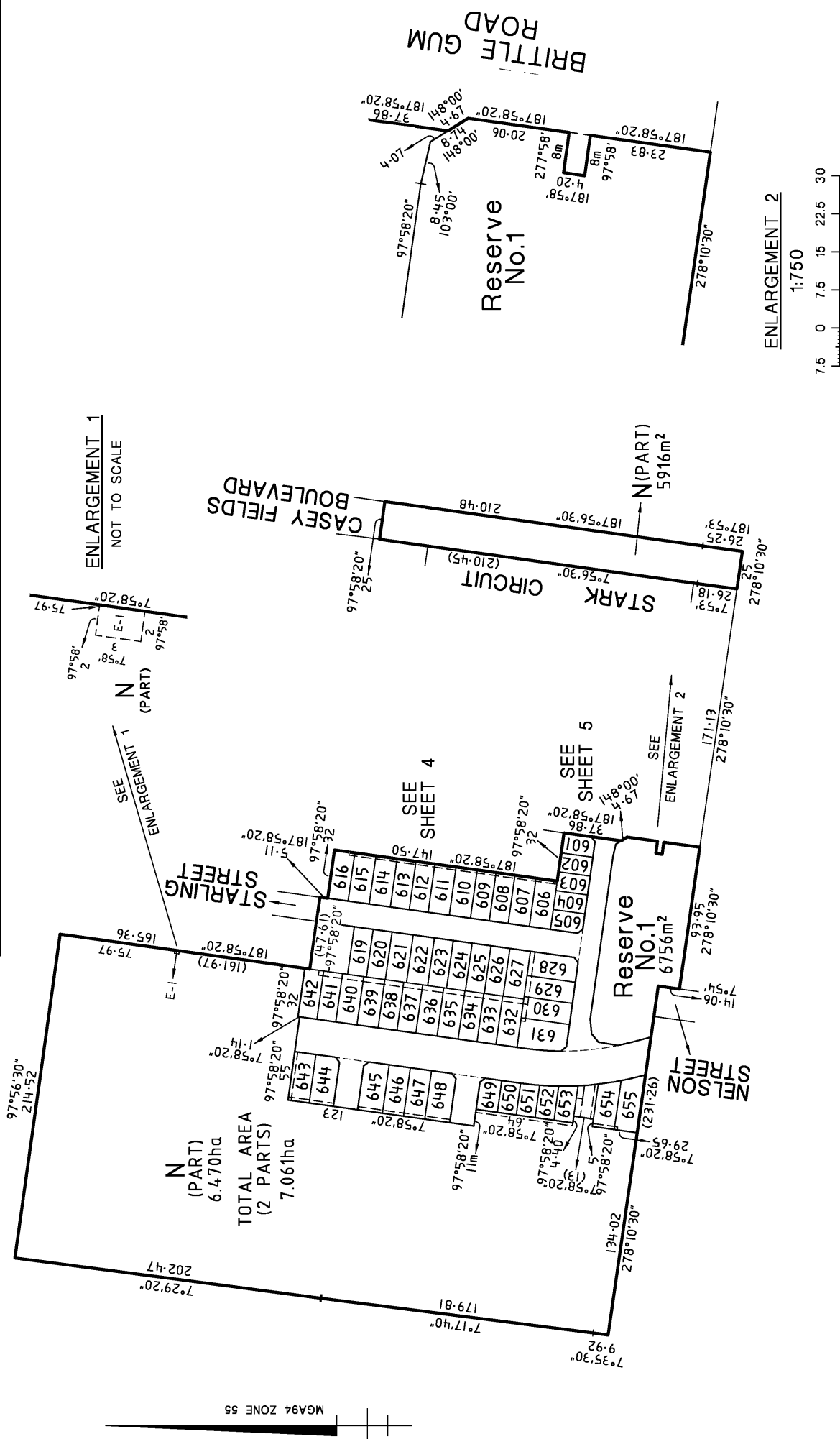
Original sheet size A3

PLAN OF SUBDIVISION

STAGE NO.

Plan Number

PS649484E



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SCALE

LENGTHS ARE IN METRES

LICENSED SURVEYOR :

Signature Date / /

REF. 09708-S6 VERSION 14

Sheet 3

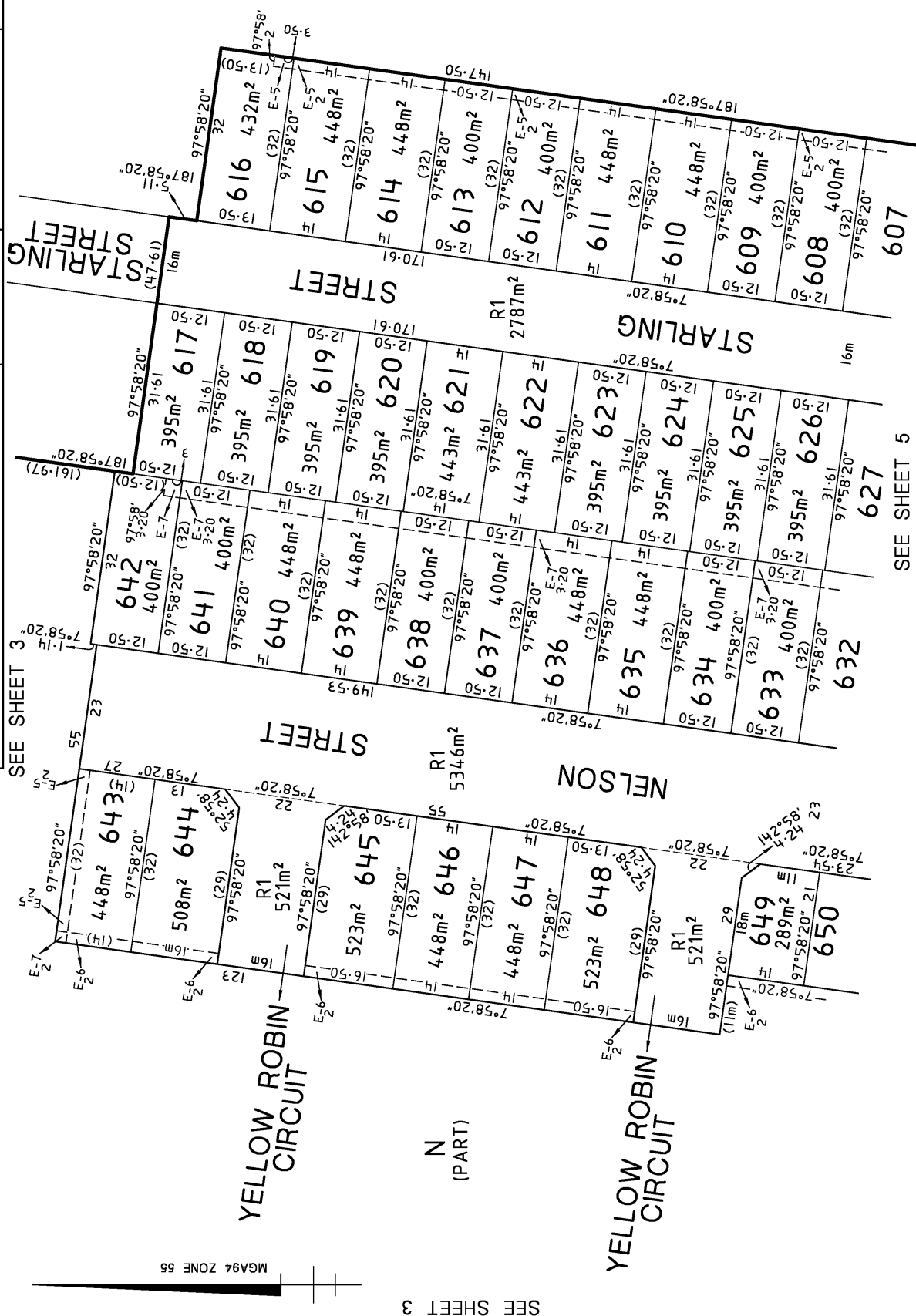
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Date / /
Council Delegate Signature

PLAN OF SUBDIVISION

STAGE NO.

Plan Number

PS649484E



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SCALE

7.5 0 7.5 15 22.5 30
LENGTHS ARE IN METRES

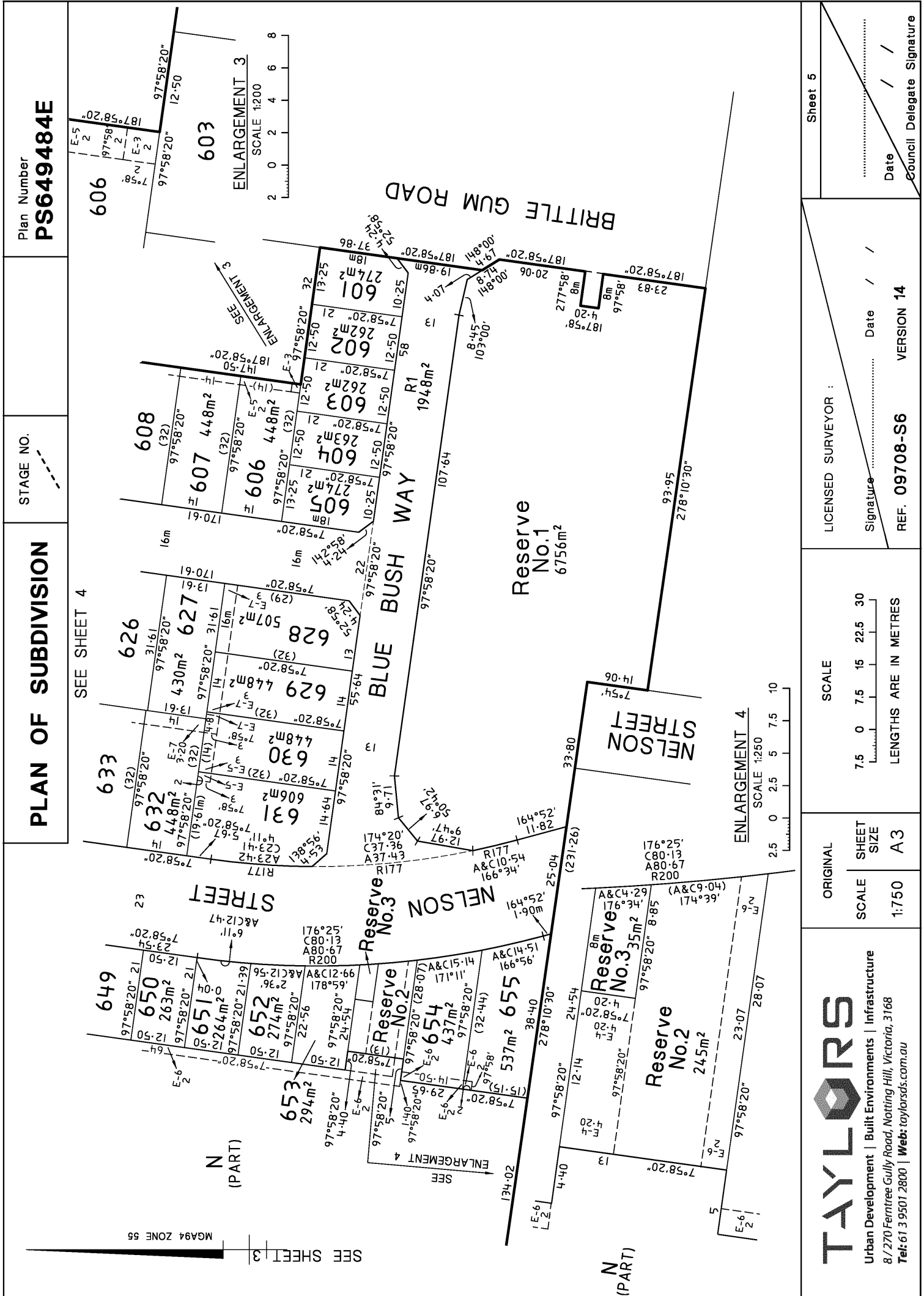
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Signature /
Date /

REF. 09708-S6

Sheet 4

Date / /
Council Delegate Signature



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ORIGINAL

SCALE

SHEET SIZE

A3

SCALE

7.5 0 7.5 15 22.5 30

LENGTHS ARE IN METRES

LICENSED SURVEYOR :

Signature


Date

REF. 09708-S6

VERSION 14

Council Delegate Signature

Sheet 5

PLAN OF SUBDIVISION	STAGE NO. 	Plan Number PS649484E
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CREATION OF RESTRICTION 'A'

Upon registration of this plan the following restriction is created.

LAND TO BE BURDENED: See Table 1
 LAND TO BENEFIT: See Table 1

DESCRIPTION OF RESTRICTION

The registered proprietor or proprietors for the time being of any burdened lot on this plan to which the following Restriction applies shall not:

1. Build or allow to be built on the land, other than in accordance with the approved design guidelines and covenants attached to the Memorandum of Common Provisions Dealing Number AA2610.
2. Make an application to amend a design or make changes to the design guidelines and covenants except with the written consent of Devine Communities (Devine).

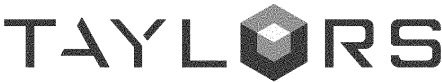
This Restriction shall cease to have effect five years after this Plan of Subdivision has been registered.

TABLE 1

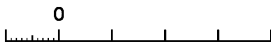
BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
601	602
602	601, 603
603	602, 604, 606
604	603, 605, 606
605	604, 606
606	603, 604, 605, 607
607	606, 608
608	607, 609
609	608, 610
610	609, 611
611	610, 612
612	611, 613
613	612, 614
614	613, 615
615	614, 616
616	615
617	618, 641, 642
618	617, 619, 640, 641
619	618, 620, 639, 640
620	619, 621, 638, 639
621	620, 622, 637, 638
622	621, 623, 636, 637
623	622, 624, 635, 636
624	623, 625, 634, 635
625	624, 626, 633, 634
626	625, 627, 632, 633
627	626, 628, 629, 630, 632
628	627, 629

TABLE 1

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
629	627, 628, 630
630	627, 629, 631, 632
631	630, 632
632	626, 627, 630, 631, 633
633	625, 626, 632, 634
634	624, 625, 633, 635
635	623, 624, 634, 636
636	622, 623, 635, 637
637	621, 622, 636, 638
638	620, 621, 637, 639
639	619, 620, 638, 640
640	618, 619, 639, 641
641	617, 618, 640, 642
642	617, 641
643	644
644	643
645	646
646	645, 647
647	646, 648
648	647
649	650
650	649, 651
651	650, 652
652	651, 653
653	652
654	655
655	654



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ORIGINAL		SCALE  LENGTHS ARE IN METRES	LICENSED SURVEYOR : Signature _____ Date / / REF. 09708-S6 VERSION 14	Sheet 6
SCALE	SHEET SIZE A3			_____ Date / / Council Delegate Signature



Plan of Subdivision PS649484E

Certifying a New Version of an Existing Plan (Form 11)

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S061870J

Plan Number: PS649484E

Responsible Authority Name: Casey City Council

Responsible Authority Permit Ref. No.: P917/08

Responsible Authority Certification Ref. No.: SubA00415/14

Surveyor's Plan Version: 14

Certification

☒ This plan is certified under section 11 (7) of the Subdivision Act 1988

Date of original certification under section 6: 08/04/2015

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988

☒ Has been made and the requirement has been satisfied for: lots excluding Lot N at Certification

Digitally signed by Council Delegate: Michele Annette Scarlett

Organisation: Casey City Council

Date: 14/07/2015

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

PS649484E

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

[illegible]

Imaged Document Cover Sheet

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Number of Pages (excluding this cover sheet)	20
Document Assembled	28/05/2025 05:44

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30/06/2011 \$105.20 173



Form 18

Section 181

**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:5775371 (Devine)

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 11271 Folio 191; Volume 11271 Folio 159; Volume 11271 Folio 192 and
Volume 11271 Folio 193

Authority: Casey City Council, Magid Drive, Narre Warren

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: Michele Scarlett

Name of officer: Michele Scarlett

Office held: Senior Subdivision Officer

Date: 23rd June 2011

Date 31 / 5 / 2011

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Agreement under Section 173 of the Planning and Environment Act 1987

Subject Land: Parks Edge Estate by Devine Limited

Agreement: Development Infrastructure Contributions

Casey City Council

and

Pioneer Homes Australia Pty Ltd

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

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Agreement under Section 173 of the Planning Environment Act 1987

DATED 31 / 5 / 2011

Parties

Name	Casey City Council
Address	Magid Drive, Narre Warren
Short name	Council

Name	Pioneer Homes Australia Pty Ltd
Address	85 Coventry Street, South Melbourne
Short name	Owner

Background

- A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme. Council is also the Collecting Agency under the Development Contributions Plan.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. The Subject Land is within an area that is being developed for urban purposes.
- D. The Development Contributions Plan applies to the Subject Land and to the area within which the Subject Land is located. The Owner has asked Council for permission to undertake the Infrastructure Project(s) and has agreed to transfer Project Land on certain terms and conditions.
- E. Council has agreed to allow the Owner to undertake the Infrastructure Project(s) on the terms and conditions set out in this Agreement.
- F. As at the date of this Agreement, the Subject Land is encumbered by a mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.
- G. The parties enter into this Agreement:
 - to record the terms and conditions on which Council as the Collecting Agency under the Development Contributions Plan has granted its consent to the Owner to undertake the Infrastructure Projects;
 - to record the terms and conditions on which Project Land will be provided to Council in its capacity as a municipal authority; and
 - 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*.

Actual Cost of Construction means the actual price of a contract before accounting for any cost escalation or variations specifically authorised in writing by Council in respect of the delivery of the Infrastructure Project. The Actual Cost of Construction includes all project design and engineering fees as detailed in the relevant estimate contained in the Development Contributions Plan.

Agreed Project Value means the amount set out or referred to in Schedule 6A or any other amount which has been specifically agreed in writing by Council.

Agreed Land Value means the amount set out in Schedule 6B which is deemed to include all transfer costs, costs of plans of subdivision, registration fees and the like.

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

Approved Plans means the designs of the Infrastructure Project as approved by Council under clause 3.1.6. A copy of an Approved Plan will be available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

Community Infrastructure Levy has the same meaning as in the Development Contributions Plan.

Construction Procedures means the procedures set out in Schedule 5.

Contract of Sale means the Contract to be entered into between the parties concurrently with this Agreement for the sale of the Project Land identified in Project Number 6 of Schedule 6B from Council to the Owner for the sum of \$1.00.

Credit means a credit in the amount of the Agreed Project Value or the Agreed Land Value as the case may be or any agreed variation of these against the obligation of the Owner to pay a Development Contributions Levy¹ pursuant to the Development Contribution Plan.

Development Contributions Levy has the same meaning as in the Development Contributions Plan.

Development Contributions Plan means the Development Contributions Plan described in Schedule 1.

Endorsed Plans means the plans endorsed under the Planning Permit.

Funding Source Plan means the plan labelled *Funding Source* which is attached to this Agreement and marked as Annexure "A".

GAIC means the Growth Areas Infrastructure Charge under the Act.

¹ The *Development Contribution Levy* is different from the *Community Infrastructure Levy* both of which are payable under the Development Contributions Plan.

Infrastructure Project means an infrastructure project described in Schedule 6A.

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 the Subject Land and includes any Mortgagee-in-possession.

party or parties means the Owner and Council under this Agreement as appropriate.

Planning Permit means the Planning Permit described in Schedule 2.

Planning Scheme means the Casey Planning Scheme and any other planning scheme that applies to the Subject Land.

Project Land means any land referred to in Schedule 6B.

Residential Lot means a lot which in the opinion of Council is of a size and dimension such that it is intended to be developed as a housing lot without further subdivision.

Schedule means a schedule to this Agreement.

Stage followed by a reference to a stage number is a reference to a specified stage of the development of the Subject Land as identified in any staging plan forming part of the Endorsed Plans.

Statement of Completion means a statement in writing prepared by Council stating that the Infrastructure Project has been completed to the satisfaction of Council; and/or

Subject Land means the land described in Schedule 3 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.

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 the Owner comprises more than one party, then 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.

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- 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.

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3. OBLIGATIONS OF THE PARTIES

3.1 Specific obligations

The Owner covenants and agrees that:

- 3.1.1 it will pay the Development Contributions Levy² in accordance with the Development Contributions Plan and Planning Permit unless the Owner is entitled to a Credit;
- 3.1.2 it will pay the Community Infrastructure Levy after certification of the relevant plan of subdivision but not more than 21 days prior to the issue of a Statement of Compliance in respect of that plan under the *Subdivision Act 1988*;
- 3.1.3 subject to this Agreement, it will construct the Infrastructure Projects in the table in Schedule 6A prior to the milestones identified in the table as part of the development of the Subject Land;
- 3.1.4 subject to this Agreement, it will undertake the land transactions listed in the table in Schedule 6B prior to the milestones identified in the table as part of the development of the Subject Land;

Infrastructure Projects

- 3.1.5 it will at its initial cost³ prepare detailed design and engineering plans and specifications ("**designs**") of the Infrastructure Projects and submit the designs to Council;
- 3.1.6 the designs must:
- 3.1.6.1 be to the satisfaction of Council;
 - 3.1.6.2 comply with any standard set out in the Development Contributions Plan; and
 - 3.1.6.3 comply with any conditions or requirements set out in the Planning Permit or the Planning Scheme –

² See footnote 1.

³ The design and engineering fees are included in the Actual Cost of Construction and the Agreed Project Value.

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and the approval of the designs by Council will be reflected by a set of plans and specifications which are endorsed by Council as approved plans or the like;

- 3.1.7 it will obtain all necessary permits and approvals for the Infrastructure Projects;
- 3.1.8 it will, prior to any contract being awarded for the Infrastructure Projects
 - 3.1.8.1 submit to Council for its approval a copy of the terms and conditions of any contract to be awarded generally in accordance with the Approved Plans;
 - 3.1.8.2 submit to Council for its approval an updated version of Schedule 7 and Annexures "B", "C" and "D" showing the construction cost schedules reflecting the Actual Cost of Construction and cost allocations to Infrastructure Projects consistent with the Funding Source Plan; and
 - 3.1.8.3 submit the proposed construction program;
- 3.1.9 upon the approval by Council of an updated Schedule 7 there will be no further variations to Schedule 7 without the prior written agreement of Council in its capacity as a municipal authority;
- 3.1.10 in carrying out the works associated with an Infrastructure Project it must provide for the protection of people and property in accordance with appropriate occupational health and safety plans and practices which have first been approved by the owner of any land upon which the works associated with the Infrastructure Project are to be conducted;
- 3.1.11 it will:
 - 3.1.11.1 construct the Infrastructure Project in accordance with the Approved Plans to the satisfaction of Council unless Council has approved in writing a variation from the Approved Plans; and
 - 3.1.11.2 comply with the Construction Procedures;
- 3.1.12 each Infrastructure Project will be completed before the milestone described in the table in Schedule 6A and if an Infrastructure Project is not completed before that milestone, Council may withhold any Statement of Compliance which is due unless alternative arrangements are made to the satisfaction of Council for the completion of the Infrastructure Project;



Statement of Completion

- 3.1.13 the issue of a Statement of Completion by Council is subject to compliance with this Agreement and the Construction Procedures;
- 3.1.14 following the completion of an Infrastructure Project as evidenced by the Statement of Completion the Owner;
 - 3.1.14.1 must provide Council with a copy of any maintenance information, operational manual or other material which is reasonably required for the ongoing operation and maintenance of the Infrastructure Project;
 - 3.1.14.2 must provide a copy of any certificate, consent or approval required by any authority for the carrying out, use or occupation of the Infrastructure Project;
 - 3.1.14.3 must comply with condition 17 of the Planning Permit; and
 - 3.1.14.4 is responsible for the maintenance of the Infrastructure Project in good order, condition and repair to the satisfaction of Council for the period specified in Schedule 4 or if no time is specified in Schedule 4 then for 3 months from the date of the Statement of Completion;

Payment of Claims

- 3.1.15 following the issue of a Statement of Completion, the Owner may submit a claim for a Credit or a payment in respect of the Agreed Project Value set out or referred to in the table in Schedule 6A;
- 3.1.16 a claim for the Agreed Project Value set out or referred to in the table in Schedule 6A is subject to reasonable verification of the claim and will be limited to the amounts set out or referred to in Schedule 6A;
- 3.1.17 upon the reimbursement of a claim by the Owner by either a Credit and/or a payment, Council's obligations to the Owner in respect of that Infrastructure Project are complete but the Owner's obligations for maintenance of the Infrastructure Project under this Agreement remain for the duration of the period of maintenance referred to in clause 3.1.14.4;
- 3.1.18 where an amount is payable to the Owner in respect of an Infrastructure Project or Project Land which is listed in Schedule 6A or 6B and that item is identified in the table in the schedules as having a Development Contributions Plan Credit as the funding source, the amount payable to the Owner must be first made as a Credit to the Owner;



Project Land

- 3.1.19 the Owner is entitled to the Agreed Land Value in respect of the Project Land identified in the table in Schedule 6B to be transferred by the Owner to Council;
- 3.1.20 Council is entitled to the Agreed Land Value in respect of the Project Land identified in Project Number 6 in Schedule 6B to be transferred by the Council to the Owner in accordance with the Contract of Sale;
- 3.1.21 subject to this Agreement, the Owner will not be entitled to the Credit or any payment in respect of the Project Land unless the Project Land has been transferred to or vested in Council;
- 3.1.22 all land to be transferred or vested in Council will be landscaped to the satisfaction of Council;

Payment for use of Council land and access alterations to Casey Fields

- 3.1.23 it will pay to Council the amount of \$250,000 as a payment for the use of the 0.4673 hectares of land owned by Council required to enable the construction of a road providing access to the Subject Land. The amount must be paid to Council in accordance with the terms and at the time set out for Project Number 7 in the table in Schedule 6B.

3.2 Other obligations

Public Open Space Equalization

- 3.2.1 The Owner and Council agree that the Owner will transfer to or vest in Council for municipal purposes the public open space land required for Project Numbers 10(a) and 10(b) in the table in Schedule 6B as shown in the Endorsed Plan and Council will pay to the Owner the Agreed Land Value specified for Project 10(c) in the table to Schedule 6B. Council agrees that payment to the Owner must be made within 28 days of the transfer or vesting of the land referred to in Project Number 10(a) in the table in Schedule 6B.

Public Infrastructure Plan

- 3.2.2 Subject to this Agreement, the Owner will comply with and implement the Public Infrastructure Plan approved by Council.

Access to Casey Fields

- 3.2.3 During the construction of any Infrastructure Project the Owner will maintain access and services to Casey Fields to the satisfaction of Council at all times unless otherwise approved in writing by Council.



3.3 Obligations regarding procurement

The Owner agrees that notwithstanding anything contained in this Agreement, Council is not obliged to pay any amounts either in cash or as a Credit to the Owner in respect of an Infrastructure Project under this Agreement unless:

- 3.3.1 the procurement of the Infrastructure Project has been the subject of a competitive public tender to the satisfaction of Council; and
- 3.3.2 the final price for the proposed contract in respect of the Infrastructure Project has been agreed with Council prior to execution of a contract in respect of that Infrastructure Project and in respect of the Infrastructure Project set out in Schedule 7 or an amended Schedule 7 pursuant to clause 3.1.8 of this Agreement.

4. AGREED LAND VALUE

4.1 Council and the Owner agree that:

- 4.1.1 the Agreed Land Value is intended to replace the market value and any other method of calculating compensation payable to a person under the Land Acquisition and Compensation Act 1986 and the Act in respect of Project Land; and
- 4.1.2 upon payment being made in accordance with this Agreement whether as a monetary amount or by a Credit in respect of the Agreed Land Value or any other amount agreed to be paid under this Agreement in respect of any land, no other compensation is payable for the effect of severance or for solatium as those terms or concepts are understood in the context of the Land Acquisition and Compensation Act 1986 or for any other category of or form of loss or compensation in respect of the Project Land.

5. OBLIGATIONS OF COUNCIL

5.1 Credit and other matters

Council agrees that:

- 5.1.1 upon the issue of a Statement of Completion, the Owner will be entitled to the Credit in respect of the Infrastructure Project identified as Project Number 1 in the table in Schedule 6A;
- 5.1.2 upon the issue of a Statement of Completion, the Owner will be entitled to the payment in respect of the Infrastructure Project identified as Project Number 3 in the table in Schedule 6A;
- 5.1.3 upon the transfer or vesting of Project Land in Council, the Owner will be entitled to a Credit in respect of the Project Land described in Project Numbers 4 and 5 of the table in Schedule 6B in respect of the Agreed Land Value;

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- .1.4 upon the transfer or vesting of Project Land in Council, the Owner will be entitled to the payment in respect of the Infrastructure Project identified as Project Numbers 8 and 9 in the table in Schedule 6B;
- 5.1.5 after the expiry of the maintenance period referred to in clause 3.1.14.4, maintenance of the works in respect of the Infrastructure Project becomes the responsibility of Council;
- 5.1.6 upon making the payment under clause 3.1.23 and maintenance of access to Casey Fields under 3.2.3 Council will give access to Devine over its land for the purpose of undertaking the Infrastructure Project subject to Devine complying with the access provisions of the Construction Procedures;
- 5.1.7 in considering whether to approve a revision to Schedule 7 under clause 3.1.8 Council will act reasonably and practically;
- 5.1.8 Council will not rely on the non-registration of this Agreement as a basis for withholding a Statement of Compliance for any stage; and
- 5.1.9 the Owner will be allowed a Credit as part of Stage 1 of the development of the Subject Land in respect of the amount it was required to contribute towards the strategic planning for the CE PSP pursuant to a written agreement between it and Council or the Growth Areas Authority such amount to be indexed in accordance with the Development Contributions Plan.

6. FURTHER OBLIGATIONS OF THE PARTIES

6.1 Transaction costs

Unless expressly provided to the contrary, where one party is required to transfer or vest land to or in the other party, the party transferring or vesting the land to or in the other party is responsible for the payment of all costs and disbursements associated with that transfer or vesting as the case may be.

6.2 Funding sources

The parties agree that the obligations and source of funds for performance of obligations as described in this Agreement is intended to be consistent with Schedules 6A, 6B, 7 and the Funding Source Plan .

6.3 Notice and Registration

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

6.4 Further actions

The Owner covenants and agrees that:

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

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the Owner will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject Land in accordance with Section 181 of the Act and do all things necessary to enable Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.

6.5 Council's Costs to be Paid

The Owner further covenants and agrees that the Owner will immediately pay to Council, 50% of Council's reasonable costs and expenses (including legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution and registration of this Agreement which are and until paid will remain a debt due to Council by the Owner.

6.6 Interest for overdue moneys

6.6.1 Any amount due under this Agreement but unpaid by the due date incurs interest at the rate prescribed under section 172 of the *Local Government Act* 1989 and any payment made shall be first directed to payment of interest and then the principal amount owing;

6.6.2 Notwithstanding anything contained in this Agreement, no interest will begin to accrue unless the person obliged to make a payment has been specifically notified in writing by the other party of the event which gives rise to the obligation to make the payment.

7. AGREEMENT UNDER SECTION 173 OF THE ACT

Council and the Owner agree that without limiting or restricting the respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made as a Deed pursuant to Section 173 of the Act, and the obligations of the Owner under this Agreement are obligations to be performed by the Owner as conditions subject to which the Subject Land may be used and developed.

8. OWNER'S WARRANTIES

Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

9. SUCCESSORS IN TITLE

Without limiting the operation or effect that this Agreement has, the Owner must ensure that, until such time as a memorandum of this Agreement is registered on the title to the Subject Land, successors in title shall be required to:

- 9.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- 9.2 execute a deed agreeing to be bound by the terms of this Agreement.

10. GENERAL MATTERS

10.1 Notices

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

- 10.1.1 by delivering it personally to that party;
- 10.1.2 by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or
- 10.1.3 by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.

10.2 Service of Notice

A notice or other communication is deemed served:

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

10.3 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 judgment 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.

10.4 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.

10.5 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.



11. GST

- 11.1 In this clause words that are defined in *A New Tax System (Goods and Services Tax) Act* 1999 have the same meaning as their definition in that Act.
- 11.2 Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.
- 11.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 11.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.
- 11.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 11.3.

12. GAIC

- 12.1 All land transferred to or vested in Council must have any liability for GAIC discharged prior to it being transferred to or vested in Council and to the extent it is not, the Owner shall remain liable to Council for any GAIC liability incurred by Council;
- 12.2 The Owner must provide a certificate from the State Revenue Office certifying that all GAIC liabilities in respect of the land referred to in clause 12.1 have been discharged;

13. DISPUTE RESOLUTION

- 13.1.1 This clause does not apply to a dispute arising in relation to any revisions to be made to Schedule 7 under clause 3.1.8 or 3.1.9;
- 13.1.2 Except as otherwise specified in this Agreement, if any dispute arises then, subject to clause 13.1.6 either party may at its election:
 - 13.1.2.1 refer the dispute to the Tribunal for resolution to the extent permitted by the Act; or
 - 13.1.2.2 refer the dispute to arbitration by an arbitrator agreed upon in writing by the parties or, in the absence of such agreement the chairman of the Victorian Chapter of the Institute of Arbitrators, Australia or his nominee; or
 - 13.1.2.3 refer any dispute about the resolution of Schedule 7 pursuant to clause 3.1.8 to an independent certified practicing Engineer chosen jointly by both parties for a recommendation to the parties. The recommendation is not binding on either party.
- 13.1.3 A party may not commence any of the processes referred to in clause 13.1.2 until it has complied with clauses 13.1.4 and 13.1.5
- 13.1.4 If a dispute arises, then either party will send a notice of dispute in writing adequately identifying and providing details of the dispute.



- 13.1.5 Within 14 days after service of a notice of dispute, the parties shall confer at least once, to attempt to resolve the dispute and failing resolution of the dispute to explore and, if possible, agree on methods of resolving the dispute by other means. At any such conference each party must be represented by a person having authority to agree to a resolution of the dispute.
- 13.1.6 If the dispute cannot be resolved or if at any time either party considers that the other party is not making reasonable efforts to resolve the dispute, or at any time after receiving a recommendation under clause 13.1.2.3 either party may by notice to the other party refer such dispute to the Tribunal (to the extent permitted by the Act) or if the Tribunal is unable to determine the matter for lack of jurisdiction then to arbitration.

14. COMMENCEMENT OF AGREEMENT

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

15. ENDING OF AGREEMENT

- 15.1 This Agreement ends when the Owner has complied with all of its obligations (including all maintenance obligations) under this Agreement. Clause 12 survives the expiry of this Agreement and does not merge.
- 15.2 If a party asks Council to remove the registration of this Agreement as against a Residential Lot, Council may consent to that removal provided it is satisfied that the obligations in this Agreement are secured to its satisfaction.
- 15.3 As soon as reasonably practicable after the Agreement has ended, 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 on the register.

SIGNED, SEALED AND DELIVERED as a Deed by the parties on the date set out at the commencement of this Agreement.



SIGNED SEALED AND DELIVERED by
the Chief Executive Officer on behalf of
CASEY CITY COUNCIL pursuant to the
power delegated to that person by an
Instrument of Delegation dated the
21st April 2009 in the presence of:

Megan Rainey
Witness
MEGAN RAINEY
Print Name

Mike Tyler
MIKE TYLER

The Common Seal of Pioneer Homes
Australia Pty Ltd ACN 010 869 477 was
affixed in the presence of authorised persons:

David Bruce Keir
Director
David Bruce Keir
Full name
18/175 Eagle Street
Usual address Brisbane Q 4000

Paul Victor Cochrane
Director (or Company Secretary)
Paul Victor Cochrane
Full name
61-3 Westmoreland Blvd
Usual address Springwood Q 4127

Mortgagee's Consent

SIGNED by John McKinlay as)
attorney for **AUSTRALIA AND NEW**)
ZEALAND BANKING GROUP)
under power of attorney dated 18)
November 2002 registered in)
permanent Order Book No. 277 Page)
19 Item 5 in the presence of:)

GINA de la CRUZ
Signature of witness)
GINA de la CRUZ
Name of witness (block letters))

John McKinlay
By executing this agreement the attorney
states that the attorney has received no
notice of revocation of the power of
attorney



SCHEDULE 1

Development Contributions Plan

The Development Contributions Plan is the **Cranbourne East Precinct Structure Plan Development Contributions Plan** being an Incorporated Document in the Planning Scheme.

SCHEDULE 2

The Planning Permit

Planning permit number P917/08 issued on 28 May 2010 or any subsequent amendment to that permit.

SCHEDULE 3

The Subject Land

Address - 150 Berwick – Cranbourne Road, Clyde North and 11 Nelson Street, Cranbourne East.

Certificate of Title Volume 10387 Folio 819

Certificate of Title Volume 10177 Folio 174

SCHEDULE 4

The Maintenance Period.

The Maintenance Period is 3 months.



SCHEDULE 5

Construction Procedures

Procedure for issue of Statement of Completion

1. Upon the completion of the Infrastructure Project the Owner must notify Council or any other relevant authority.
2. Within 14 days of receiving notice of the completion of an Infrastructure Project from the Owner, Council or any other relevant authority must inspect the Infrastructure Project and determine whether or not to issue the Statement of Completion.
3. If Council is not satisfied with the Infrastructure Project, Council may refuse to issue a Statement of Completion provided Council:
 - a. identifies in what manner or respect the Infrastructure Project is not satisfactorily completed; and
 - b. what must be done to satisfactorily complete the Infrastructure Project
4. Council may, notwithstanding the detection of a minor non-compliance determine to issue a Statement of Completion if Council is satisfied that the proper completion of the outstanding matter can be secured by the payment of a financial amount to Council or the provision of some other security for the proper completion of that outstanding matter.

Access

5. Before accessing land owned by Council or a 3rd party for the purpose of constructing any Infrastructure Project, the Owner must satisfy Council or if requested by a 3rd party that person, that the Owner has in place all proper occupational health and safety plans as may be required under any law of the State of Victoria.
6. Subject to the satisfaction of Council in relation to all health and safety matters and any other regulatory requirements, Council will provide all reasonable access as may be required to its land in order to enable an Infrastructure Project to be completed and maintained in accordance with the Approved Plans. The Owner must undertake the works in accordance with Clause 3.2.7 (Access to Casey Fields).

Quality of work

7. Apart from any other requirement contained in the Agreement, all work must:
 - a. Accord with Council's Engineering Standard Drawings and Specifications unless otherwise approved;
 - b. use good quality materials, not involving asbestos and which are suitable for the purpose for which they are required;
 - c. be carried out in a good and workmanlike manner;
 - d. be fit and structurally sound, fit for purpose and suitable for its intended use;
 - e. not encroach on land other than the land shown in any plans or specifications approved by Council;

AJ042684E

30/06/2011 \$105.20 173



- f. comprise best industry practice;
- g. unless otherwise authorised comply with any relevant current Australian Standard

Contact City of Casey

03 9705 5200

NRS: 133 677 (for the deaf,
hearing or speech impaired)TIS: 131 450 (Translating
and Interpreting Service)

caseycc@casey.vic.gov.au

PO Box 1000
Narre Warren VIC 3805

ABN: 43 320 295 742

Customer Service Centres**Narre Warren**

Bunjil Place, Patrick Northeast Drive

Cranbourne

Cranbourne Park Shopping Centre



LAND INFORMATION CERTIFICATE

SECTION 229 LOCAL GOVERNMENT ACT 1989

Certificate Number: wCerR/C068003

Issue Date: 28 May 2025

Your Reference: 402428

Landata - Rates Web Certificates
C/- Victorian Land Registry Services Pty Ltd
L 13 697 Collins St
DOCKLANDS VIC 3008

Property Number:	132151
Property Address:	7 Blue Bush Way CRANBOURNE EAST VIC 3977
Property Description:	Lot 628 PS 649484E
Land Area:	507 sqm

Valuation Date	01/07/2024	Effective Date	01/07/2024
Site Value	\$440,000		
Capital Improved Value	\$915,000		
Net Annual Value	\$45,750		

This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the **Local Government Act 1989**, or under a local law of the Council and specified flood level by the Council (if any). This certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from Council or the relevant authority. A fee may be charged for such information.

Details for financial year ending 30th June 2025

Rate Category		
Current Year's General Rates	1,973.16	
Current Year's Garbage Charge	440.00	
Current Year's Fire Service Levy	211.61	
Current Rates Year's Charges - SUB TOTAL		2,624.77
Payments received	-2,624.77	
Current Rates Year Adjust\Payments - SUB TOTAL		-2,624.77
Scheme Charges		
Scheme Charges - TOTAL		0.00
TOTAL BALANCE OUTSTANDING		\$0.00

PLEASE NOTE: In accordance with section 175(1) of the Local Government Act 1989, the purchaser must pay all overdue rates and charges at the time that person becomes the

Contact City of Casey

03 9705 5200

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hearing or speech impaired)TIS: 131 450 (Translating
and Interpreting Service)

caseycc@casey.vic.gov.au

PO Box 1000
Narre Warren VIC 3805

ABN: 43 320 295 742

Customer Service Centres**Narre Warren**

Bunjil Place, Patrick Northeast Drive

Cranbourne

Cranbourne Park Shopping Centre



owner of the land. All other amounts must be paid by their due dates to avoid penalty interest at 10.00% p.a. Full rate payments are due by 17/02/2025.

PLEASE NOTE: Council will only give verbal updates to the applicant within 60 days of this certificate and it should be noted that Council will only be held responsible for information given in writing, i.e. a new certificate, and not information provided or confirmed verbally. For further information contact Council's Rate Department.

PLEASE NOTE: If property is assessed as a Part Lot (PT) - multiple notices may be required, contact council for further information.

Should you have any queries regarding this Certificate, please contact City of Casey and quote reference **wCerR/C068003**.

A handwritten signature in black ink, appearing to read "T. Riches".

Trevor Riches

Team Leader Rates and Valuations

PLEASE NOTE:

Interest continues to accrue at 10.0% on any overdue balances until paid in full.

Electronic PaymentsBiller Code: **8995**

Ref: 01321516

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from
your cheque, savings, debit, credit card or transaction account.More info: www.bpay.com.au

Hillviews Conveyancing Agency
Services C/- Triconvey (Reseller)
E-mail: certificates@landata.vic.gov.au

Statement for property:
LOT 628 7 BLUE BUSH WAY
CRANBOURNE EAST 3977
628 PS 649484

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
53B//13130/00006	LANDATA CER 76907679-025-2	28 MAY 2025	49423719

1. Statement of Fees Imposed

The property is classified as a serviced property with respect to charges which as listed below in the Statement of Fees.

(a) By Other Authorities

Parks Victoria - Parks Service Charge	01/04/2025 to 30/06/2025	\$21.79
Melbourne Water Corporation Total Service Charges	01/04/2025 to 30/06/2025	\$30.52

(b) By South East Water

Water Service Charge	01/04/2025 to 30/06/2025	\$22.58
Sewerage Service Charge	01/04/2025 to 30/06/2025	\$98.05
Subtotal Service Charges		<u>\$172.94</u>
Payments		\$172.94
TOTAL UNPAID BALANCE		\$0.00

- The meter at the property was last read on 26/05/2025. Fees accrued since that date may be estimated by reference to the following historical information about the property:

Water Usage Charge	\$1.18 per day
Recycled Water Usage Charge	\$0.60 per day

- Financial Updates (free service) are only available online please go to (type / copy the complete address shown below): <https://secureapp.southeastwater.com.au/PropertyConnect/#/order/info/update>

* Please Note: if usage charges appear above, the amount shown includes one or more of the following:

Water Usage, Recycled Water Usage, Sewage Disposal, Fire Service Usage and Trade Waste Volumetric Fees.

AUTHORISED OFFICER:



LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198

Interest may accrue on the South East Water charges listed in this statement if they are not paid by the due date as set out in the bill.

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at www.southeastwater.com.au.
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.
- If this property has recently been subdivided from a "parent" title, there may be service or other charges owing on the "parent" which will be charged to this property, once sold, that do not appear on this statement. You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.
- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (General) Regulations 2021, please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

2. Encumbrance Summary

Where available, the location of sewers is shown on the attached plan. Please ensure where manholes appear, that they remain accessible at all times "DO NOT COVER". Where driveways/paving is proposed to be constructed over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset, the owner will be responsible for all costs associated with any demolition and or re-instatement works, necessary to allow maintenance and or repair of the asset effected. Where changes to the surface levels requires maintenance shafts/holes to be altered, all works must be carried out by South East Water approved contractors only. For information call 131694. For all other works, prior consent is required from south East Water for any construction over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset.

To assist in identifying if the property is connected to South East Waters sewerage system, connected by a shared, combined or encroaching drain, it is recommended you request a copy of the Property Sewerage Plan. A copy of the Property Sewerage Plan may be obtained for a fee at www.southeastwater.com.au Part of the Property Sewerage Branch servicing the property may legally be the property owners responsibility to maintain not South East Waters. Refer to Section 11 of South East Waters Customer Charter to determine if this is the case. A copy of the Customer Charter can be found at www.southeastwater.com.au. When working in proximity of drains, care must be taken to prevent infiltration of foreign material and or ground water into South East Waters sewerage system. Any costs associated with rectification works will be charged to the property owner.

Pursuant to section 144 of the Water Act 1989, South East Water has declared this property to be a serviced property for the purposes of: (a) potable water (b) recycled water (c) sewerage Class A Recycled Water is

AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read "Lara Salembier".

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198

connected to this property. Pursuant to section 144 of the Water Act 1989, certain conditions of connection apply to the property for each of the services referred to above. Those conditions are binding on every owner or occupier of the property. For information, please contact Property Development Branch on telephone 131694 or www.southeastwater.com.au

Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

If no plan is attached to this Statement, South East Water is not aware of any works belonging to South East Water being present on the property.

If a plan is attached to this Statement, it indicates the nature of works belonging to South East Water, their approximate location, and the approximate location of any easement relating to those works.

Important Warnings

The map base for any attached plan is not created by South East Water which cannot and does not guarantee the accuracy, adequacy or completeness of any information in the plan, especially the exact location of any of South East Water's works, which may have changes since the attached plan was prepared. Their location should therefore be proven by hand before any works are commenced on the land.

Unless South East Water's prior written approval is obtained, it is an offence to cause any structure to be built or any filling to be placed on a South East Water easement or within 1 metre laterally of any of its works or to permit any structure to be built above or below any such area.

Any work that requires any South East Water manhole or maintenance shaft to be altered may only be done by a contractor approved by South East Water at the property owner's cost.

If the owner builds or places filling in contravention of that requirement, the owner will be required to pay the cost of any demolition or re-instatement of work that South East Water considers necessary, in order to maintain, repair or replace its asset.

This Statement does not include any information about current or outstanding consent issued for plumbing works on at the property.

3. Disclaimer

This Statement does not contain all the information about the property that a prospective purchaser may wish to know. Accordingly, appropriate enquiries should be made of other sources and information.

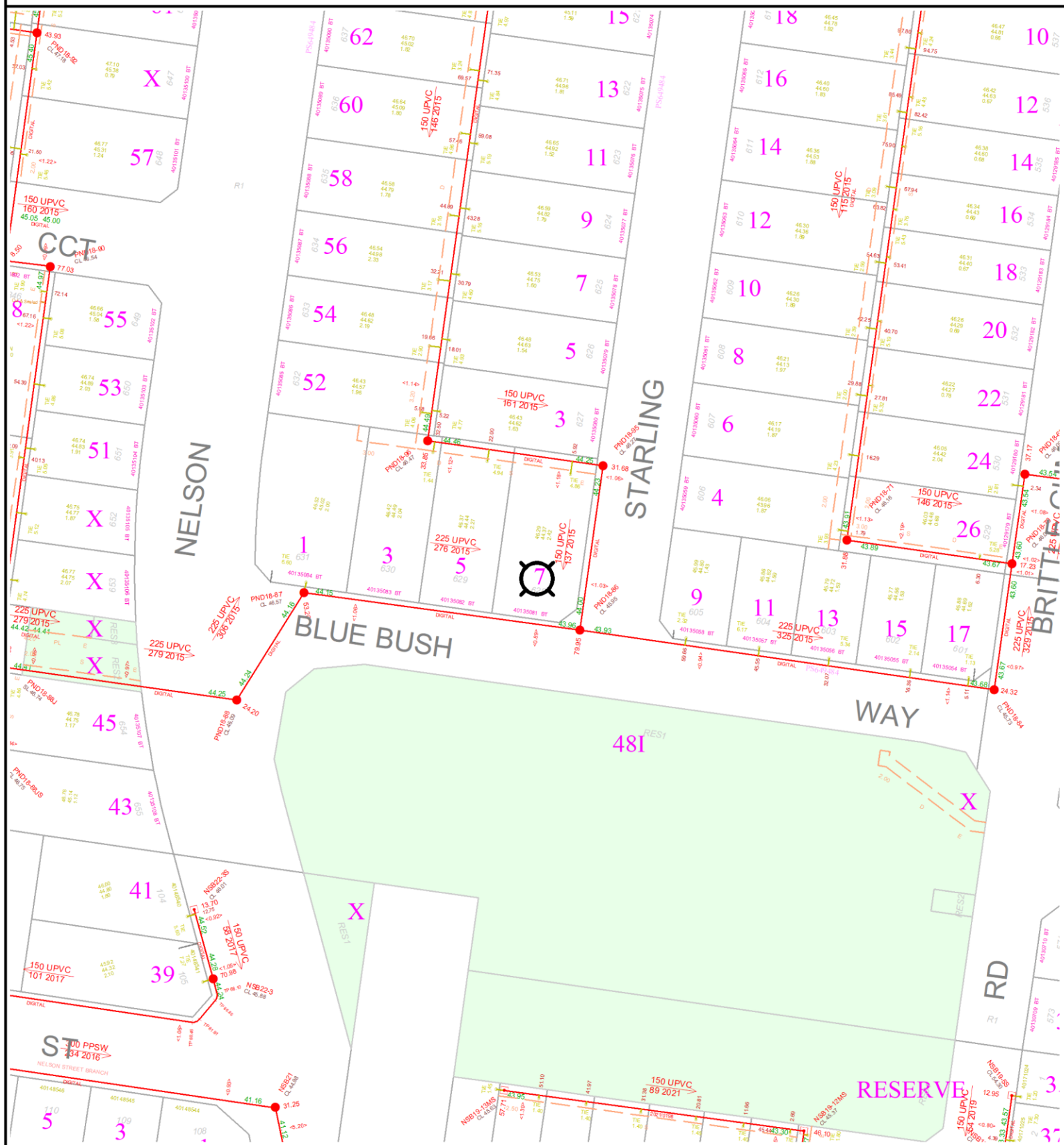
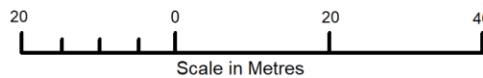
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian Consumer Law.

AUTHORISED OFFICER:
















A handwritten signature in black ink, appearing to read 'Lara Salembier'.

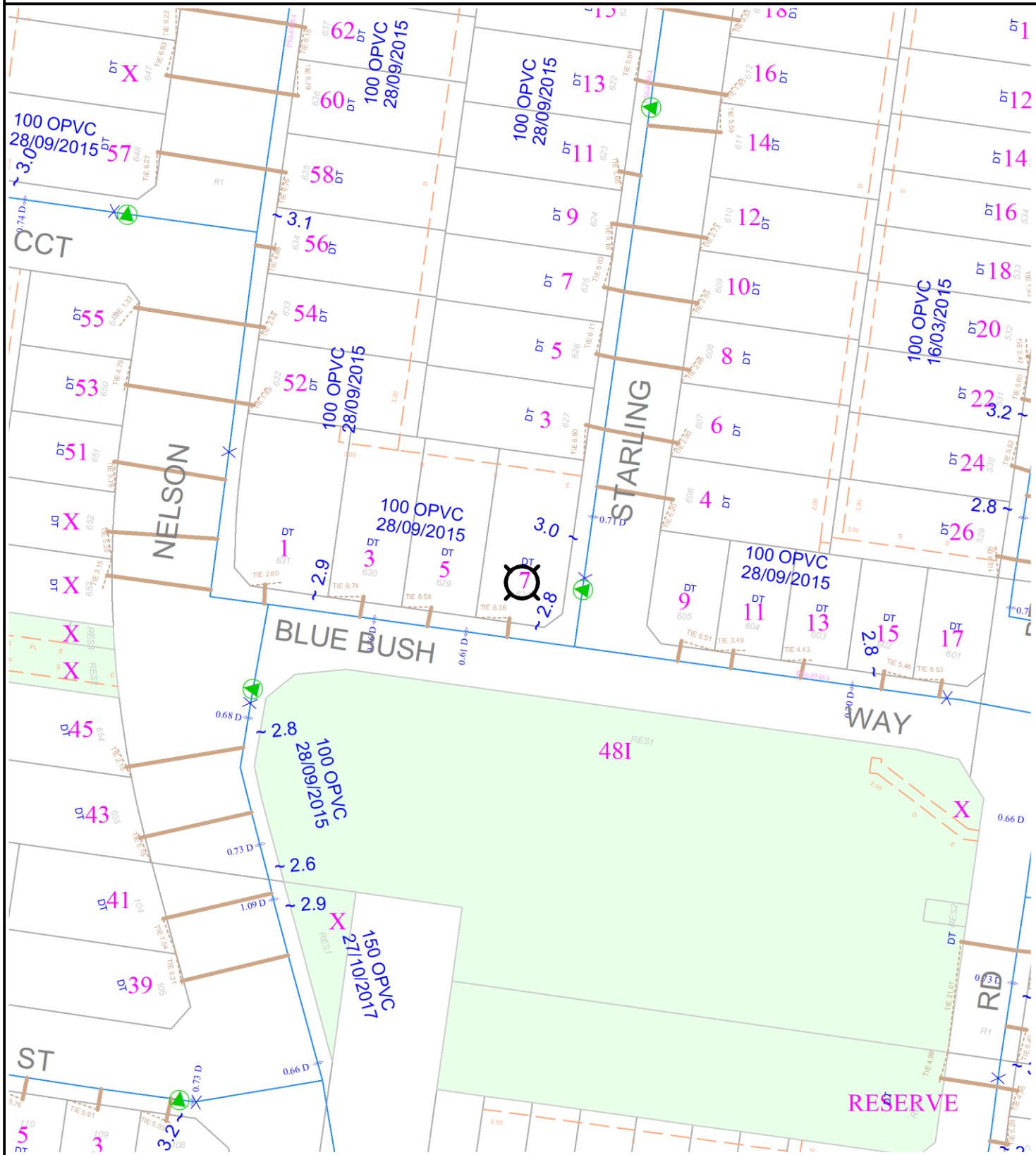
LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

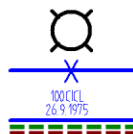
	Title/Road Boundary		Subject Property		Maintenance Hole
	Proposed Title/Road		Sewer Main & Property Connections		Inspection Shaft
	Easement		Direction of Flow		Offset from Boundary
Melbourne Water Assets					
	Sewer Main		Underground Drain		Natural Waterway
	Maintenance Hole		Channel Drain		Underground Drain M.H.



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

LEGEND

- Title/Road Boundary
- Proposed Title/Road
- Easement



- Subject Property
- Water Main Valve
- Water Main & Services

- Hydrant
- Fireplug/Washout
- Offset from Boundary

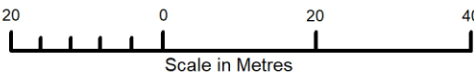


ASSET INFORMATION - RECYCLED WATER

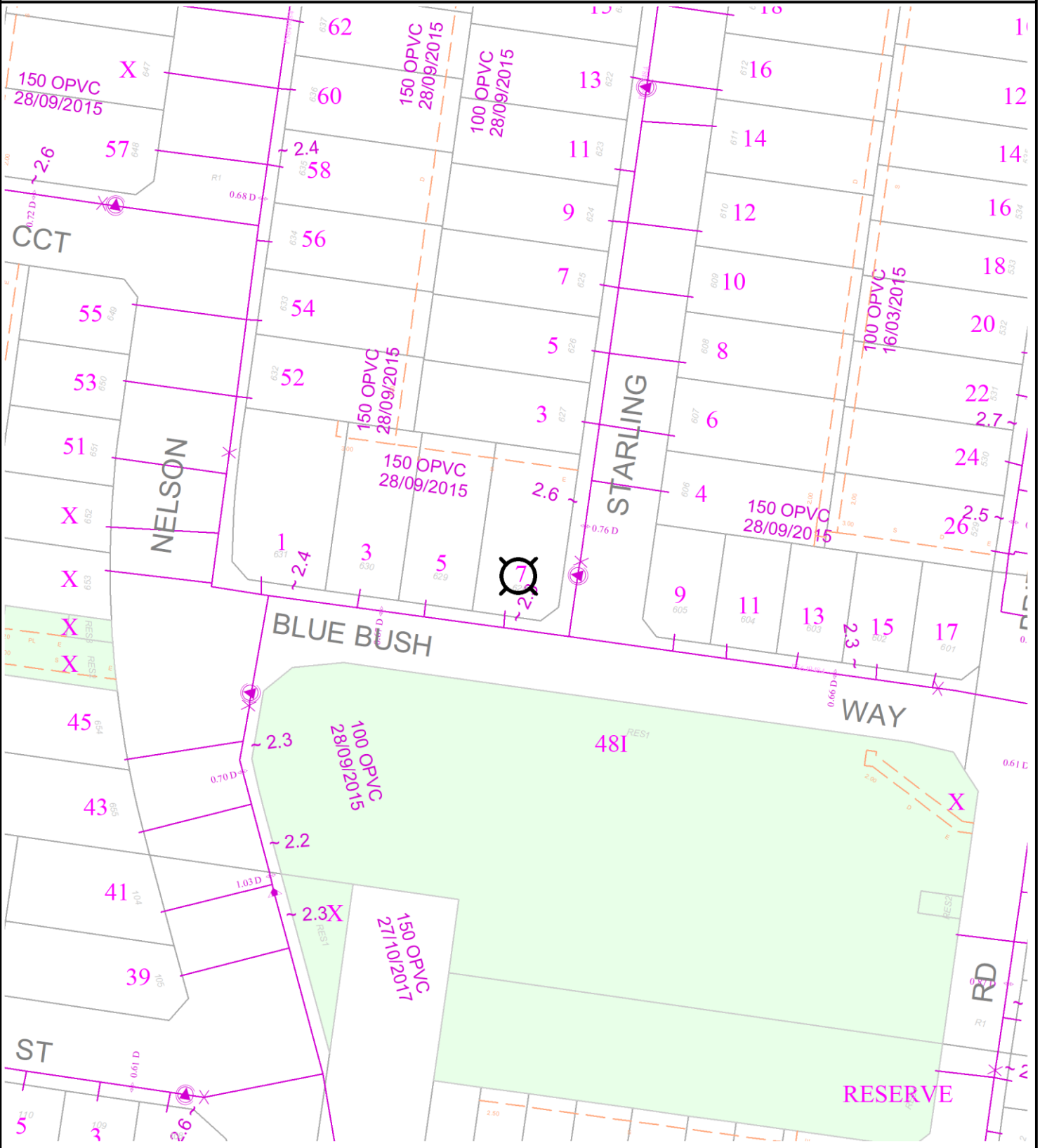
(RECYCLE WATER WILL APPEAR IF IT'S AVAILABLE)

Property: Lot 628 7 BLUE BUSH WAY CRANBOURNE EAST 3977

Case Number: 49423719



Date: 28MAY2025



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

LEGEND			
	Title/Road Boundary		Subject Property
	Proposed Title/Road		Recycled Water Main Valve
	Easement		Recycled Water Main & Services
			Hydrant
			Fireplug/Washout
			Offset from Boundary

Property Clearance Certificate

Land Tax



INFOTRACK / HILLVIEWS CONVEYANCING AGENCY
SERVICES

Your Reference:	FILE 3585
Certificate No:	91195921
Issue Date:	28 MAY 2025
Enquiries:	ESYSPROD

Land Address: 7 BLUE BUSH WAY CRANBOURNE EAST VIC 3977

Land Id	Lot	Plan	Volume	Folio	Tax Payable
42681129	628	649484	11619	458	\$0.00

Vendor: SIOBHAN LYNCH & MARC LOVELADY
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
SIOBHAN BERNADETTE LYNCH	2025	\$440,000	\$0.00	\$0.00

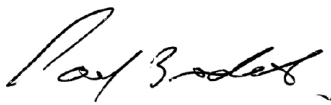
Comments: Property is exempt: LTX Principal Place of Residence.

Current Vacant Residential Land Tax	Year Taxable Value (CIV)	Tax Liability	Penalty/Interest	Total
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Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.


Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$915,000
SITE VALUE (SV):	\$440,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$0.00



Notes to Certificate - Land Tax

Certificate No: 91195921

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:
 - Land tax that has been assessed but is not yet due,
 - Land tax for the current tax year that has not yet been assessed, and
 - Any other information that the Commissioner sees fit to include, such as the amount of land tax applicable to the land on a single holding basis and other debts with respect to the property payable to the Commissioner.

Land tax is a first charge on land

3. Unpaid land tax (including Vacant Residential Land Tax, interest and penalty tax) is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any such unpaid land tax.

Information for the purchaser

4. Pursuant to section 96 of the *Land Tax Act 2005*, if a purchaser of the land described in the Certificate has applied for and obtained a certificate, the amount recoverable from the purchaser by the Commissioner cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge and Vacant Residential Land Tax Charge" overleaf. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

5. Despite the issue of a Certificate, the Commissioner may recover a land tax liability from a vendor, including any amount identified on this Certificate.

Apportioning or passing on land tax to a purchaser

6. A vendor is prohibited from apportioning or passing on land tax including vacant residential land tax, interest and penalty tax to a purchaser under a contract of sale of land entered into on or after 1 January 2024, where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

General information

7. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
8. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$1,770.00

Taxable Value = \$440,000

Calculated as \$1,350 plus (\$440,000 - \$300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$9,150.00

Taxable Value = \$915,000

Calculated as \$915,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 91195921

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD



Ref: 91195921

Visa or Mastercard

Pay via our website or phone 13 21 61.
A card payment fee applies.

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / HILLVIEWS CONVEYANCING AGENCY SERVICES

Your Reference: File 3585

Certificate No: 91195921

Issue Date: 28 MAY 2025

Enquires: ESYSPROD

Land Address: 7 BLUE BUSH WAY CRANBOURNE EAST VIC 3977

Land Id	Lot	Plan	Volume	Folio	Tax Payable
42681129	628	649484	11619	458	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
110	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

This certificate is subject to the notes found on the reverse of this page. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE: \$915,000

SITE VALUE: \$440,000

CURRENT CIPT CHARGE: \$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 91195921

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows any commercial and industrial property tax (including interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue.

Australian Valuation Property Classification Code (AVPCC)

3. The Certificate may show one or more AVPCC in respect of land described in the Certificate. The AVPCC shown on the Certificate is the AVPCC allocated to the land in the most recent of the following valuation(s) of the land under the *Valuation of Land Act 1960*:
 - a general valuation of the land;
 - a supplementary valuation of the land returned after the general valuation.
4. The AVPCC(s) shown in respect of land described on the Certificate can be relevant to determine if the land has a qualifying use, within the meaning given by section 4 of the *Commercial and Industrial Property Tax Reform Act 2024* (CIPT Act). Section 4 of the CIPT Act Land provides that land will have a qualifying use if:
 - the land has been allocated one, or more than one, AVPCC in the latest valuation, all of which are in the range 200-499 and/or 600-699 in the Valuation Best Practice Specifications Guidelines (the requisite range);
 - the land has been allocated more than one AVPCC in the latest valuation, one or more of which are inside the requisite range and one or more of which are outside the requisite range, and the land is used solely or primarily for a use described in an AVPCC in the requisite range; or
 - the land is used solely or primarily as eligible student accommodation, within the meaning of section 3 of the CIPT Act.

Commercial and industrial property tax information

5. If the Commissioner has identified that land described in the Certificate is tax reform scheme land within the meaning given by section 3 of the CIPT Act, the Certificate may show in respect of the land:
 - the date on which the land became tax reform scheme land;
 - whether the entry interest (within the meaning given by section 3 of the Duties Act 2000) in relation to the tax reform scheme land was a 100% interest (a whole interest) or an interest of less than 100% (a partial interest); and
 - the date on which the land will become subject to the commercial and industrial property tax.
6. A Certificate that does not show any of the above information in respect of land described in the Certificate does not mean that the land is not tax reform scheme land. It means that the Commissioner has not identified that the land is tax reform scheme land at the date of issue of the Certificate. The Commissioner may identify that the land is tax reform scheme land after the date of issue of the Certificate.

Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification

must be given to the Commissioner within 30 days of the change of use.

Commercial and industrial property tax is a first charge on land

8. Commercial and industrial property tax (including any interest and penalty tax) is a first charge on the land to which the commercial and industrial property tax is payable. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid commercial and industrial property tax.

Information for the purchaser

9. Pursuant to section 27 of the CIPT Act, if a bona fide purchaser for value of the land described in the Certificate applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser is the amount set out in the Certificate. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

10. Despite the issue of a Certificate, the Commissioner may recover a commercial and industrial property tax liability from a vendor, including any amount identified on this Certificate.

Passing on commercial and industrial property tax to a purchaser

11. A vendor is prohibited from apportioning or passing on commercial and industrial property tax to a purchaser under a contract of sale of land entered into on or after 1 July 2024 where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

General information

12. Land enters the tax reform scheme if there is an entry transaction, entry consolidation or entry subdivision in respect of the land (within the meaning given to those terms in the CIPT Act). Land generally enters the reform on the date on which an entry transaction occurs in respect of the land (or the first date on which land from which the subject land was derived (by consolidation or subdivision) entered the reform).
13. The Duties Act includes exemptions from duty, in certain circumstances, for an eligible transaction (such as a transfer) of tax reform scheme land that has a qualifying use on the date of the transaction. The exemptions apply differently based on whether the entry interest in relation to the land was a whole interest or a partial interest. For more information, please refer to www.sro.vic.gov.au/CIPT.
14. A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
15. An updated Certificate may be requested free of charge via our website, if:
 - the request is within 90 days of the original Certificate's issue date, and
 - there is no change to the parties involved in the transaction for which the Certificate was originally requested.

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / HILLVIEWS CONVEYANCING AGENCY SERVICES

Your Reference:	FILE 3585
Certificate No:	91195921
Issue Date:	28 MAY 2025

Land Address: 7 BLUE BUSH WAY CRANBOURNE EAST VIC 3977

Lot	Plan	Volume	Folio
628	649484	11619	458

Vendor: SIOBHAN LYNCH & MARC LOVELADY

Purchaser: FOR INFORMATION PURPOSES

WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
		\$0.00	\$0.00	\$0.00	\$0.00

Comments: No windfall gains tax liability identified.

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00



Notes to Certificate - Windfall Gains Tax

Certificate No: 91195921

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows in respect of the land described in the Certificate:
- Windfall gains tax that is due and unpaid, including any penalty tax and interest
 - Windfall gains tax that is deferred, including any accrued deferral interest
 - Windfall gains tax that has been assessed but is not yet due
 - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
 - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

Windfall gains tax is a first charge on land

3. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid windfall gains tax.

Information for the purchaser

4. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, if a bona fide purchaser for value of land applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser by the Commissioner is the amount set out in the certificate, described as the "Current Windfall Gains Tax Charge" overleaf.
5. If the certificate states that a windfall gains tax is yet to be assessed, note 4 does not apply.
6. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

7. Despite the issue of a Certificate, the Commissioner may recover a windfall gains tax liability from a vendor, including any amount identified on this Certificate.


Passing on windfall gains tax to a purchaser

8. A vendor is prohibited from passing on a windfall gains tax liability to a purchaser where the liability has been assessed under a notice of assessment as at the date of the contract of sale of land or option agreement. This prohibition does not apply to a contract of sale entered into before 1 January 2024, or a contract of sale of land entered into on or after 1 January 2024 pursuant to the exercise of an option granted before 1 January 2024.

General information

9. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
10. An updated Certificate may be requested free of charge via our website, if:
- The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.
11. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

Windfall Gains Tax - Payment Options

<p>BPAY</p> <p></p> <p>Billers Code: 416073 Ref: 91195925</p> <p>Telephone & Internet Banking - BPAY®</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p>www.bpay.com.au</p>	<p>CARD</p> <p></p> <p>Ref: 91195925</p> <p>Visa or Mastercard</p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p>sro.vic.gov.au/payment-options</p>	<p>Important payment information</p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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PLANNING PROPERTY REPORT



Department
of Transport
and Planning

From www.planning.vic.gov.au at 01 June 2025 04:14 PM

PROPERTY DETAILS

Address: **7 BLUE BUSH WAY CRANBOURNE EAST 3977**
Lot and Plan Number: **Lot 628 PS649484**
Standard Parcel Identifier (SPI): **628\PS649484**
Local Government Area (Council): **CASEY**
Council Property Number: **132151**
Planning Scheme: **Casey**
Directory Reference: **Melway 134 D9**

www.casey.vic.gov.au

[Planning Scheme - Casey](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **South East Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **SOUTH-EASTERN METROPOLITAN**
Legislative Assembly: **CRANBOURNE**

OTHER

Registered Aboriginal Party: **Bunurong Land Council
Aboriginal Corporation**

[View location in VicPlan](#)

Note

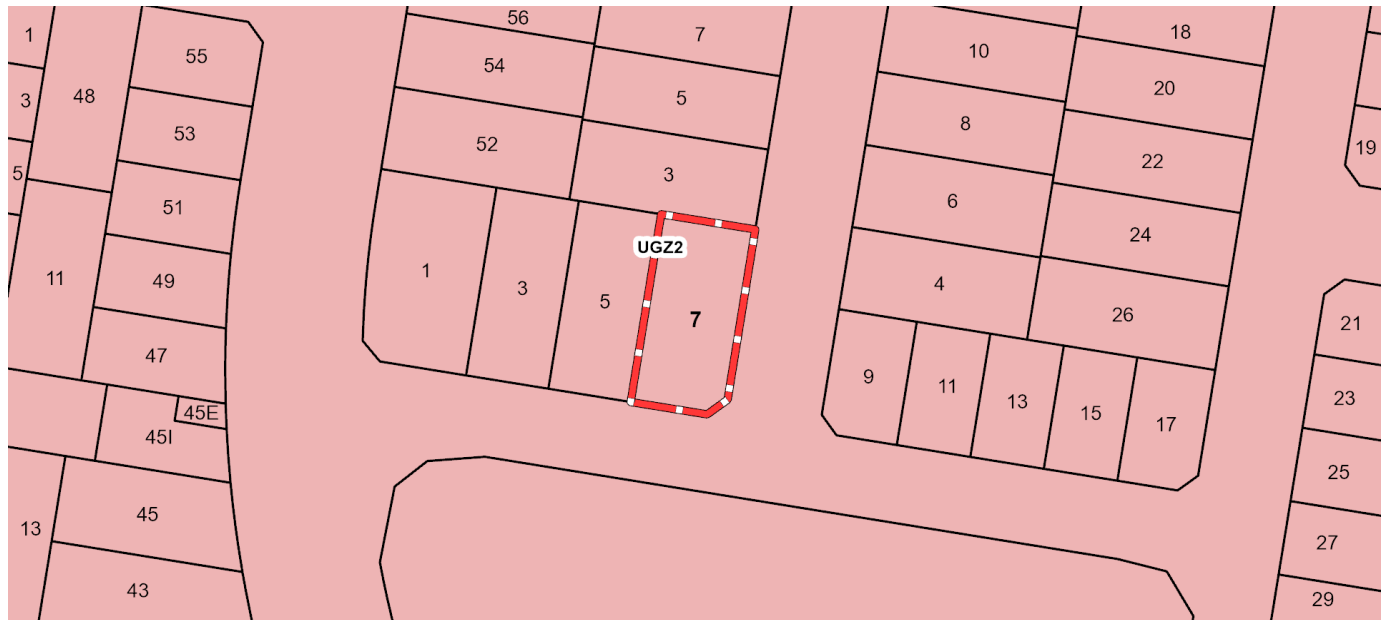
**This land is in an area added to the Urban Growth Boundary after 2005.
It may be subject to the Growth Area Infrastructure Contribution.**

For more information about this project go to [Victorian Planning Authority](#)

Planning Zones

[URBAN GROWTH ZONE \(UGZ\)](#)

[URBAN GROWTH ZONE - SCHEDULE 2 \(UGZ2\)](#)



UGZ - Urban Growth

Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

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Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

Planning Overlay

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 10 \(DCPO10\)](#)

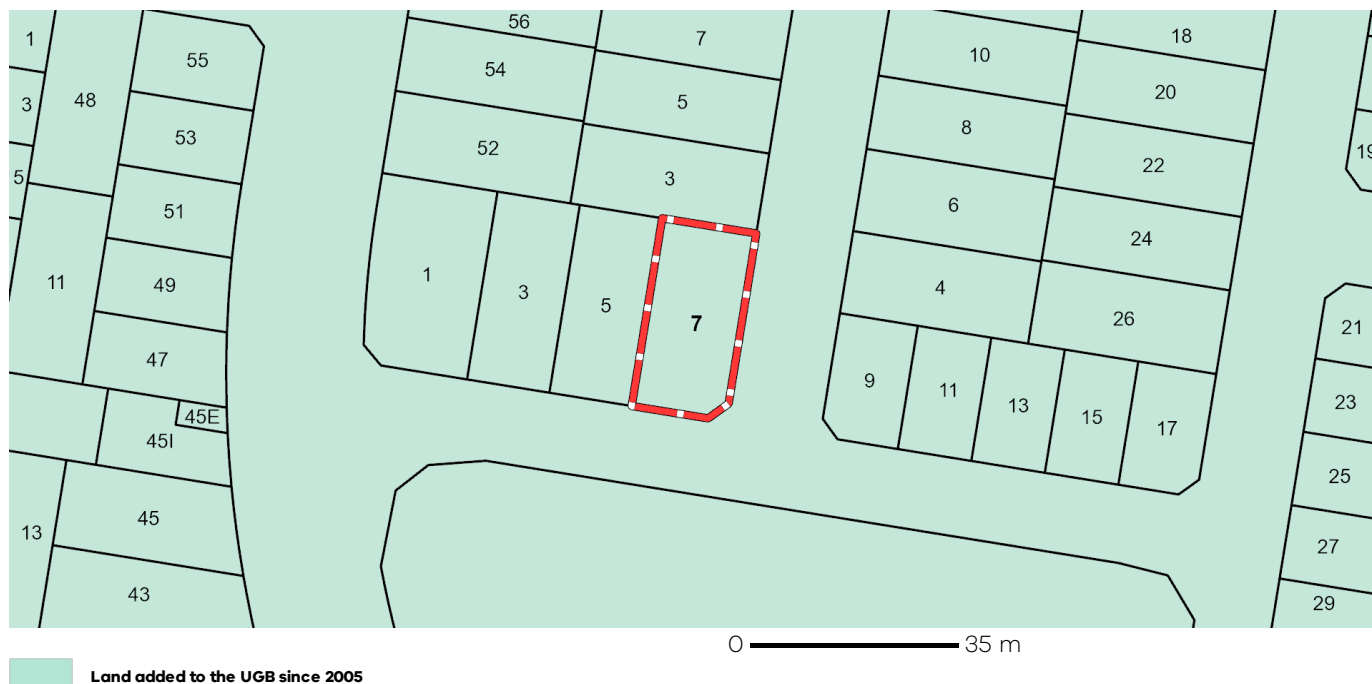


Growth Area Infrastructure Contribution

This property is in an area added to the Urban Growth Boundary after 2005.

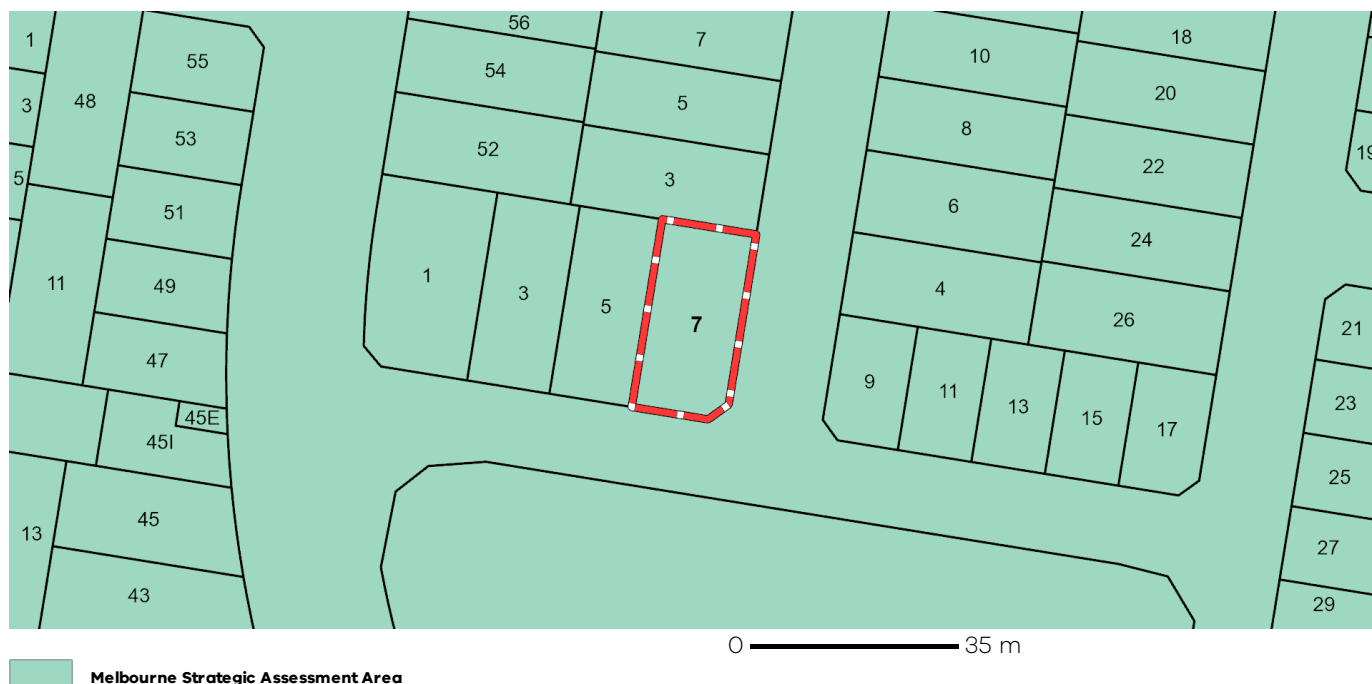
It may be subject to the Growth Area Infrastructure Contribution.

For more information about this contribution go to [Victorian Planning Authority](https://www.vic.gov.au/victorian-planning-authority)



Melbourne Strategic Assessment

This property may be located within the Melbourne Strategic Assessment program area. Actions associated with urban development are subject to requirements of the Commonwealth Environment Protection and Biodiversity Conservation Act 1999. Follow the link for more details: <https://nvim.delwp.vic.gov.au/BCS>



Further Planning Information

Planning scheme data last updated on 29 May 2025.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

For details of surrounding properties, use this service to get the Reports for properties of interest.

To view planning zones, overlay and heritage information in an interactive format visit <https://mapshare.maps.vic.gov.au/vicplan>

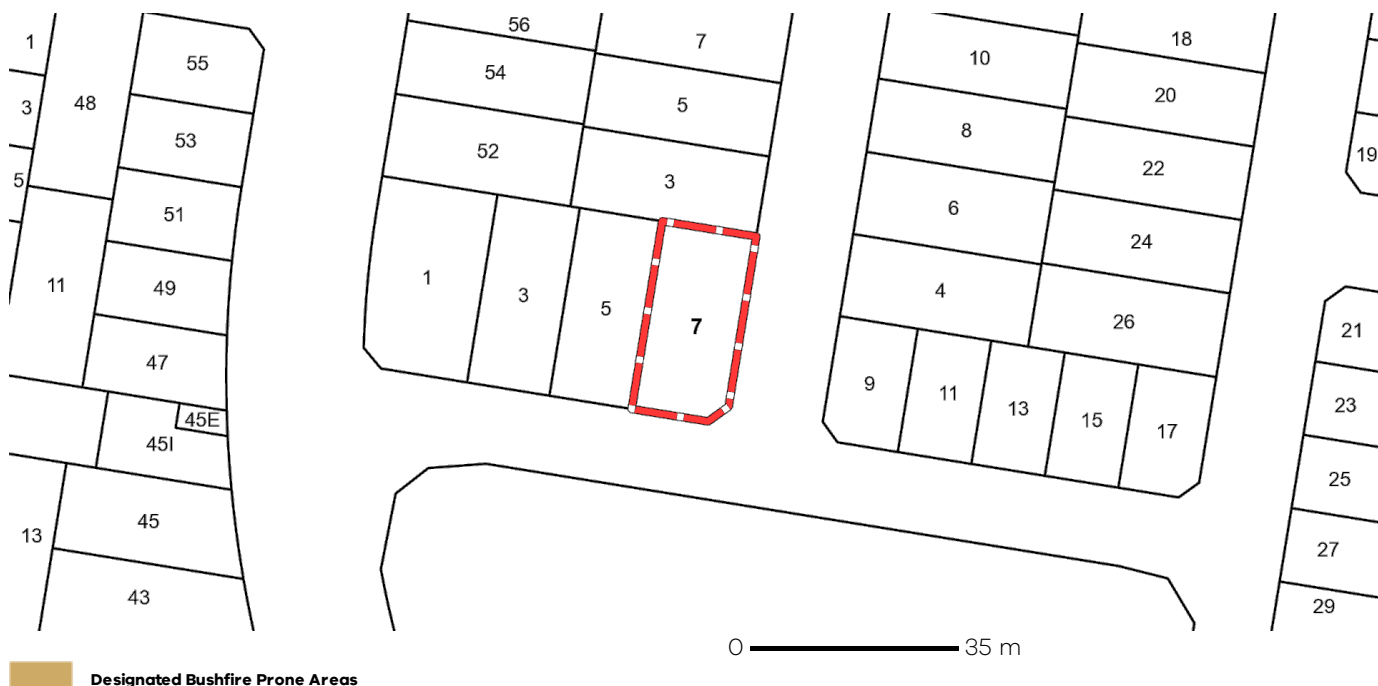
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

This property is not in a designated bushfire prone area.
No special bushfire construction requirements apply. Planning provisions may apply.

Where part of the property is mapped as BPA, if no part of the building envelope or footprint falls within the BPA area, the BPA construction requirements do not apply.

Note: the relevant building surveyor determines the need for compliance with the bushfire construction requirements.



Designated BPA are determined by the Minister for Planning following a detailed review process. The Building Regulations 2018, through adoption of the Building Code of Australia, apply bushfire protection standards for building works in designated BPA.

Designated BPA maps can be viewed on VicPlan at <https://mapshare.vic.gov.au/vicplan/> or at the relevant local council.

Create a BPA definition plan in [VicPlan](#) to measure the BPA.

Information for lot owners building in the BPA is available at <https://www.planning.vic.gov.au>.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website <https://www.vba.vic.gov.au>. Copies of the Building Act and Building Regulations are available from <http://www.legislation.vic.gov.au>. For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>.

From www.land.vic.gov.au at 01 June 2025 04:13 PM

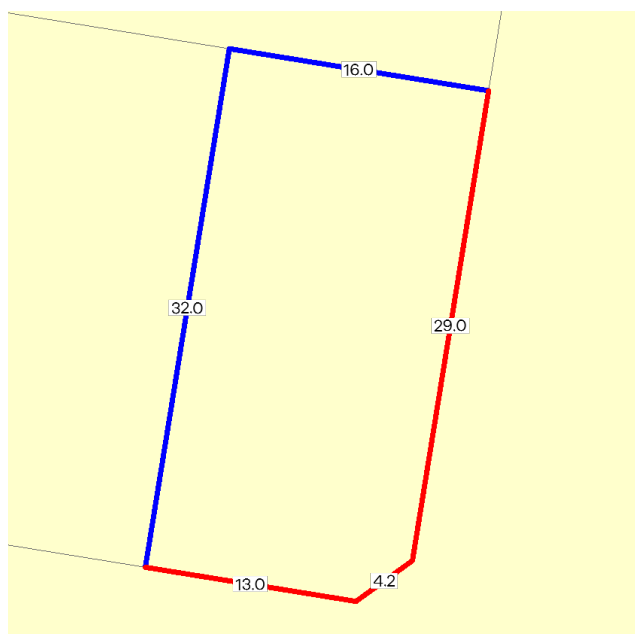
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 Standard Parcel Identifier (SPI): **628\PS649484**
 Local Government Area (Council): **CASEY**
 Council Property Number: **132151**
 Directory Reference: **Melway 134 D9**

www.casey.vic.gov.au

SITE DIMENSIONS

All dimensions and areas are approximate. They may not agree with those shown on a title or plan.



Area: 507 sq. m

Perimeter: 94 m

For this property:

— Site boundaries

— Road frontages

Dimensions for individual parcels require a separate search, but dimensions for individual units are generally not available.

Calculating the area from the dimensions shown may give a different value to the area shown above

For more accurate dimensions get copy of plan at [Title and Property Certificates](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
 Melbourne Water Retailer: **South East Water**
 Melbourne Water: **Inside drainage boundary**
 Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **SOUTH-EASTERN METROPOLITAN**
 Legislative Assembly: **CRANBOURNE**

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

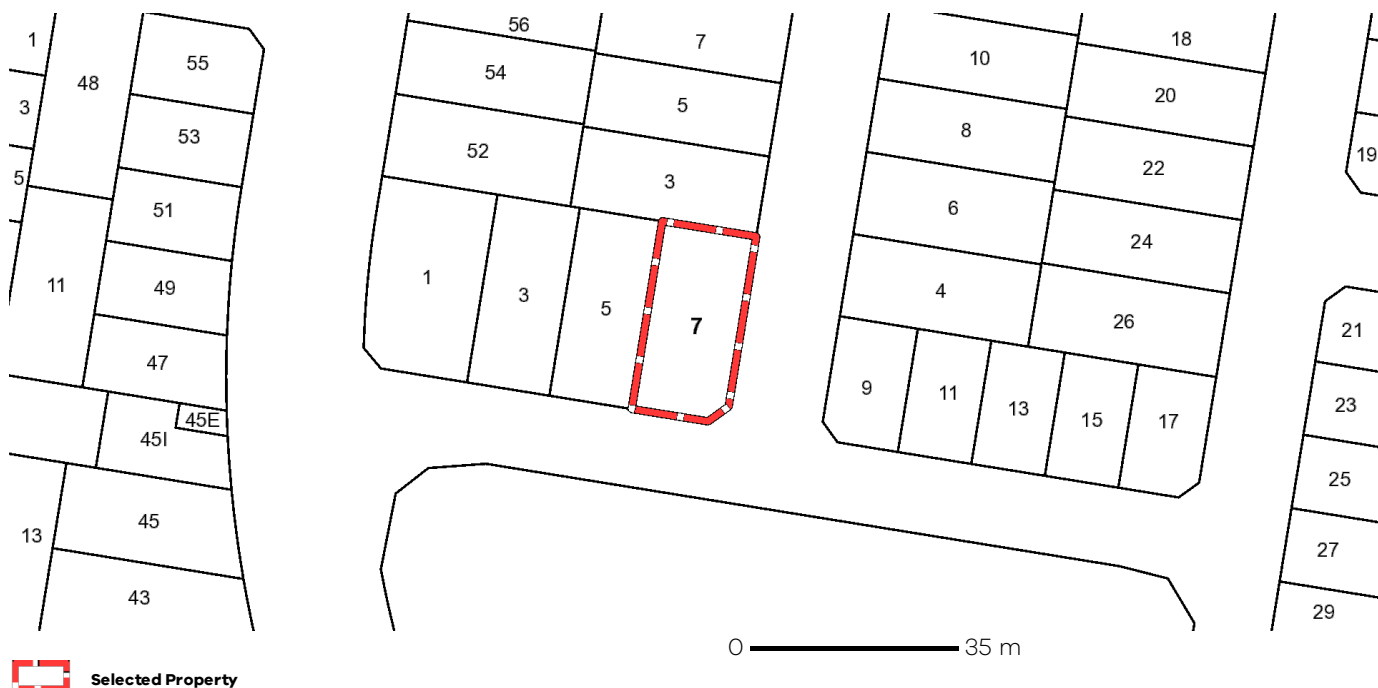
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

Vicplan <https://mapshare.vic.gov.au/vicplan/>

Property and parcel search <https://www.land.vic.gov.au/property-and-parcel-search>

Area Map



Selected Property