



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	5 PARKVIEW BOULEVARD, MORWELL VIC 3840
------	--

Vendor's name	Jamie Lawrence Busuttil	Date	/ /
Vendor's signature		24/08/2026	
	 <u>Jamie Busuttil (Aug 24, 2026 17:03:08 GMT+10)</u>		
Vendor's name	Brooke Jane McDougall	Date	/ /
Vendor's signature		24/08/2026	
	 <u>Brooke McDougall (Aug 24, 2026 17:05:07 GMT+10)</u>		

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)

(a) ☒ Are contained in the attached certificate/s.

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

Not Applicable

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. 110
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	☐ YES ☒ 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 ☒ 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):

☒ Is in the attached copies of title document/s

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

Not Applicable

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' ☐

3.1 Planning Scheme

☒ Attached is a certificate with the required specified information.

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:

Electricity supply ☐	Gas supply ☐	Water supply ☐	Sewerage ☐	Telephone services ☒
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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 Registered Search Statement Vol 12335 Folio 790 Plan PS843673T Covenants AV004065V MCP:AA5416 Agreement AM686462E Agreement AS681066N Non-GST withholding Land Information Certificate Water Information Statement Detailed Property Report Planning Property Report

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.

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The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

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

VOLUME 12335 FOLIO 790

Security no : 124137850008N
Produced 24/08/2026 10:54 AM

LAND DESCRIPTION

Lot 118 on Plan of Subdivision 843673T.
PARENT TITLE Volume 12295 Folio 548
Created by instrument PS843673T 12/10/2021

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
JAMIE LAWRENCE BUSUTTIL
BROOKE JANE MCDUGALL both of 5 PARKVIEW BOULEVARD MORWELL VIC 3840
AV676461K 27/05/2022

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AV676462H 27/05/2022
WESTPAC BANKING CORPORATION

COVENANT AV004065V 10/11/2021

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
AM686462E 07/04/2016

AGREEMENT Section 173 Planning and Environment Act 1987
AS681066N 06/11/2019

DIAGRAM LOCATION

SEE PS843673T 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: 5 PARKVIEW BOULEVARD MORWELL VIC 3840

ADMINISTRATIVE NOTICES

NIL

eCT Control 18440T MSA NATIONAL
Effective from 27/05/2022

DOCUMENT END

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Document Type	Plan
Document Identification	PS843673T
Number of Pages (excluding this cover sheet)	3
Document Assembled	24/08/2026 10:54

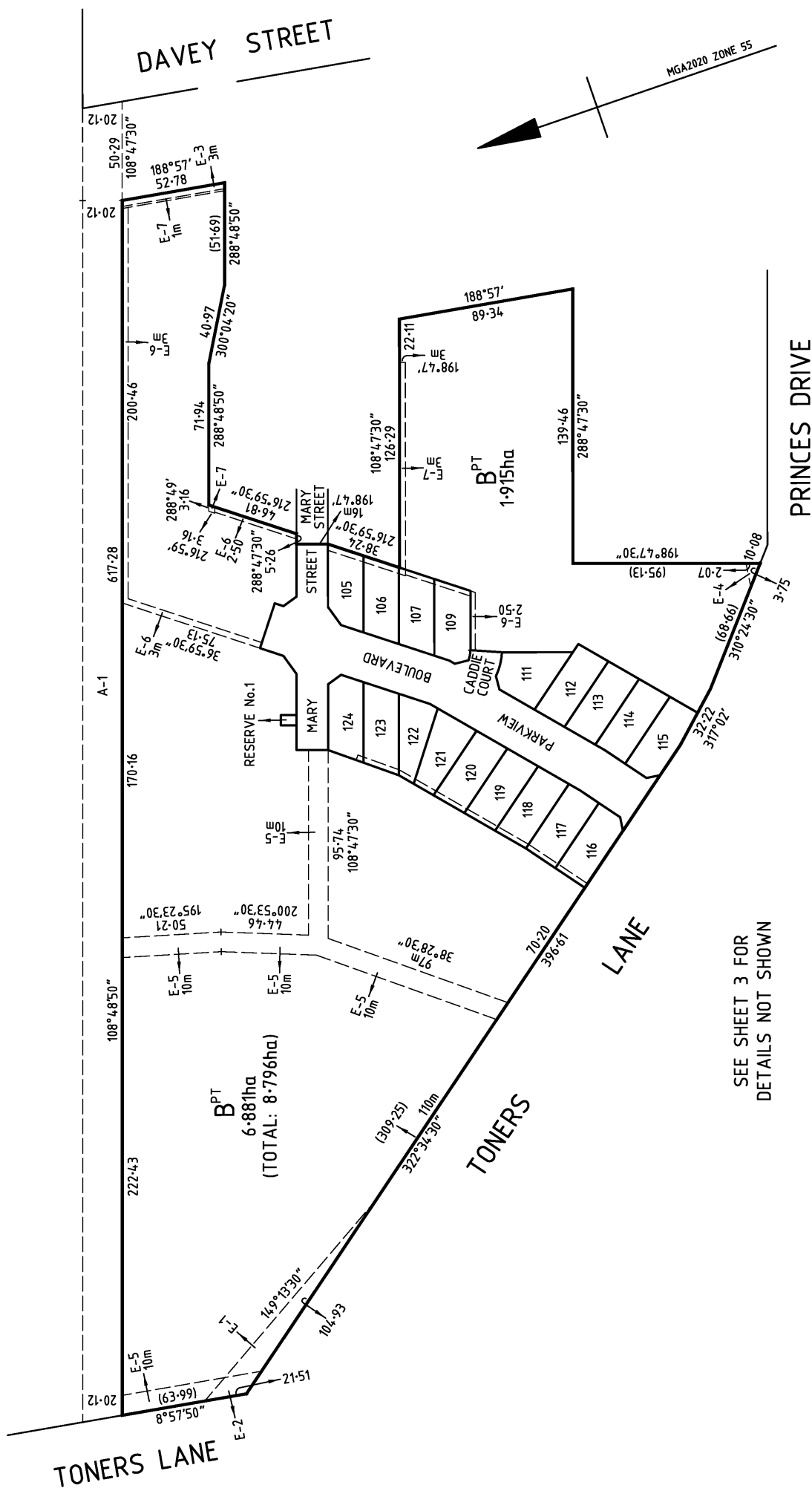
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PLAN OF SUBDIVISION			EDITION 1	PS843673T	
LOCATION OF LAND			Council Name: Latrobe City Council		
PARISH: MARYVALE			Council Reference Number: 2020/55/CRT3 Planning Permit Reference: 2015/230 SPEAR Reference Number: S164554H		
CROWN ALLOTMENTS: 45 (PT) & 46(PT)			Certification		
TITLE REFERENCE: VOL.12295 FOL.548			This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 01/03/2021		
LAST PLAN REFERENCE: PS815623T LOT A			Public Open Space		
POSTAL ADDRESS: 63 TONERS LANE, (at time of subdivision) MORWELL, 3840.			A requirement for public open space under section 18 of the Subdivision Act 1988 has not been made		
MGA CO-ORDINATES E: 446 030 ZONE: 55 (at approx centre of land in plan) N: 5768 440 GDA 2020			Digitally signed by: Lucy Lane for Latrobe City Council on 24/05/2021		
VESTING OF ROADS AND/OR RESERVES			Statement of Compliance issued: 07/10/2021		
IDENTIFIER			COUNCIL/BODY/PERSON		
ROAD R1 RESERVE No.1			LATROBE CITY COUNCIL AUSNET ELECTRICITY SERVICES PTY LTD		
NOTATIONS			NOTATIONS		
DEPTH LIMITATION DOES NOT APPLY			LOTS 1 TO 104, 108 & 110 HAVE BEEN OMITTED FROM THIS PLAN LOT B CONTAINS 2 PARTS		
SURVEY: This plan is based on survey in PS815623T			OTHER PURPOSE OF THIS PLAN		
STAGING This is not a staged subdivision.			REMOVAL OF EASEMENTS E-5, E-6 & E-7 ON PS815623T THAT LIES WITHIN ROAD R1 ON THIS PLAN.		
Planning Permit No. 2015/230			GROUNDS FOR REMOVAL OF EASEMENTS		
This survey has been connected to permanent marks No(s). 277, 302, 368			SCHEDULE 5 SECTION 14 OF THE ROAD MANAGEMENT ACT 2004.		
In Proclaimed Survey Area No. 10			AREA OF LAND IN THE PLAN: 10.73ha No. OF LOTS & AREA: 18 LOTS - 1.262ha 1 BALANCE LOT - 8.796ha ROAD - 6715m² RESERVE 42m²		
EASEMENT INFORMATION					
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	
A-1	CARRIAGEWAY, DRAINAGE & SEWERAGE	SEE DIAGRAM	TR.2150160	C/T VOL.6568 FOL.506 BALANCE AT 14/6/1948	
E-1, E-2	POWERLINE		PS815623T - SECTION 88 OF THE ELECTRICITY INDUSTRY ACT 2000	AUSNET ELECTRICITY SERVICES PTY LTD	
E-3	DRAINAGE PIPELINE OR ANCILLARY PURPOSES		LP126972 PS815623T - SECTION 136 OF THE WATER ACT 1989 PS815623T	LOTS ON LP126972 CENTRAL GIPPSLAND REGION WATER CORPORATION	
E-4	DRAINAGE & SEWERAGE		LP126972	LATROBE CITY COUNCIL	
E-2, E-5	DRAINAGE		PS815623T	LOTS ON LP126972 LATROBE CITY COUNCIL	
E-6	PIPELINE OR ANCILLARY PURPOSES		PS815623T - SECTION 136 OF THE WATER ACT 1989	CENTRAL GIPPSLAND REGION WATER CORPORATION	
E-7	PIPELINE OR ANCILLARY PURPOSES		PS815623T - SECTION 136 OF THE WATER ACT 1989 PS815623T	CENTRAL GIPPSLAND REGION WATER CORPORATION	
E-8	PIPELINE OR ANCILLARY PURPOSES		THIS PLAN - SECTION 136 OF THE WATER ACT 1989	LATROBE CITY COUNCIL	
				CENTRAL GIPPSLAND REGION WATER CORPORATION	
MILLAR MERRIGAN Land Development Consultants M(03) 8720 9500 R (03) 5134 8611 www.millarmerrigan.com.au survey@millarmerrigan.com.au SAI GLOBAL Quality ISO 9001			SURVEYOR'S REF: 15610S2A 14/4/2021		ORIGINAL SHEET SIZE: A3 SHEET 1 OF 3
Digitally signed by: Geoffrey John Ladner, Licensed Surveyor, Surveyor's Plan Version (3), 30/04/2021, SPEAR Ref: S164554H			PLAN REGISTERED TIME: 8:53am DATE: 12/10/2021 L.Hawkins Assistant Registrar of Titles		

PS843673T



SEE SHEET 3 FOR
DETAILS NOT SHOWN

SCALE	1:2000
ORIGINAL SHEET SIZE: A3	

SHEET 2	
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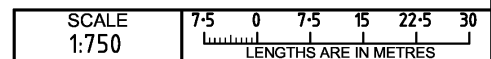
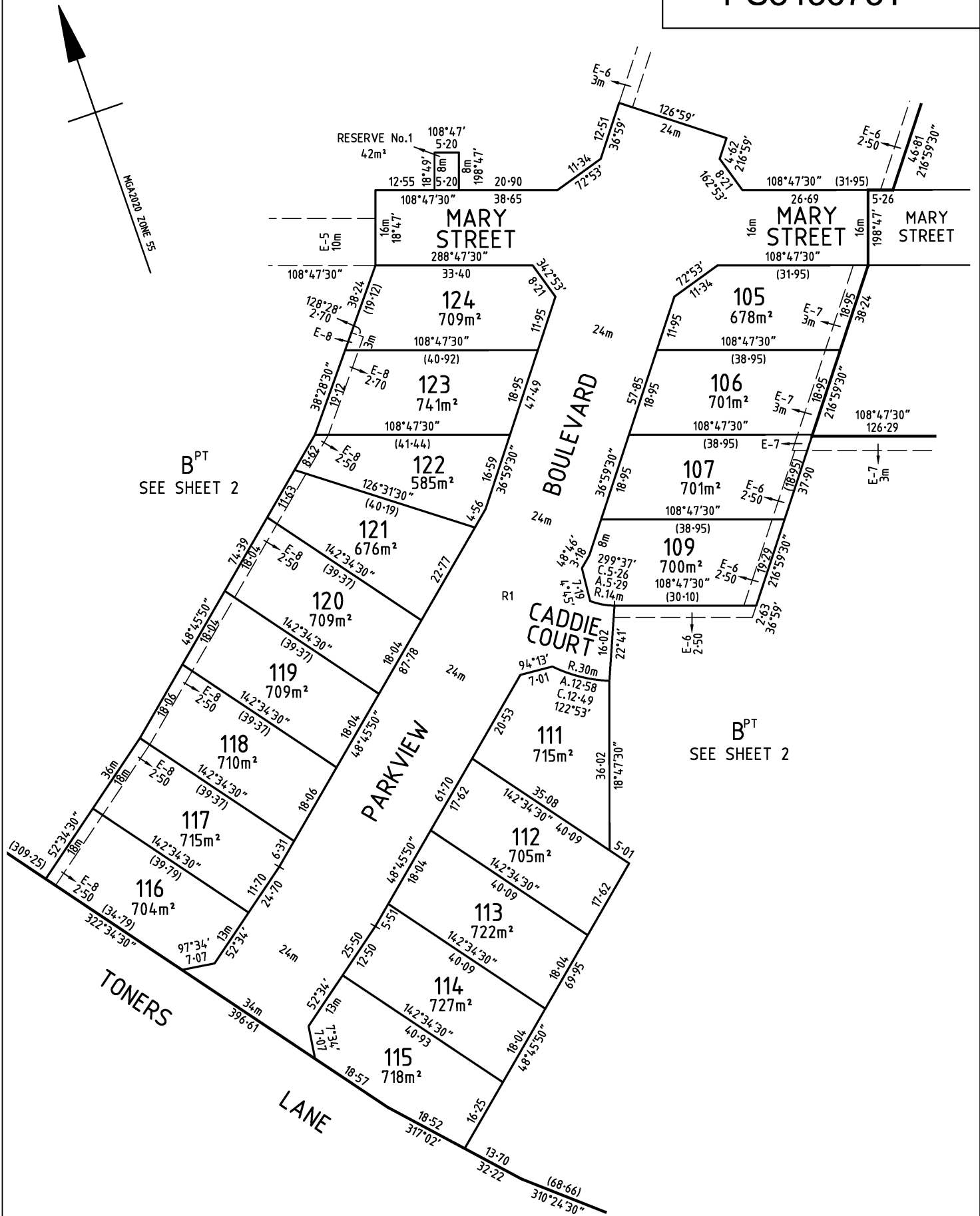
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Merrigan Merrigan	
Land Development Consultants	
Merrigan & Merrigan Pty Ltd ACN 005 541 668	
Metro 2/126 Merrimale Drive, Croydon 3136	
Regional 156 Commercial Road, Norwell 3840	
Mail PO Box 247 Croydon, Victoria 3136	
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SEE SHEET 3 FOR DETAILS NOT SHOWN	
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SEE SHEET 3 FOR DETAILS NOT SHOWN	
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PS843673T



Millar | Merrigan

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SURVEYOR'S REF: 15610S2A 14/4/2021

Digitally signed by: Geoffrey John Ladner, Licensed Surveyor,
Surveyor's Plan Version (3),
30/04/2021, SPEAR Ref: S164554H

ORIGINAL SHEET SIZE: A3

SHEET 3

Digitally signed by:
Latrobe City Council,
24/05/2021,
SPEAR Ref: S164554H



Department of Transport and Planning

Electronic Instrument Statement

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Produced 24/08/2026 10:58:55 AM

Status	Registered	Dealing Number	AV004065V
Date and Time Lodged	10/11/2021 03:02:05 PM		

Lodger Details

Lodger Code	14385V
Name	RENNICKS CONVEYANCING PTY LTD
Address	
Lodger Box	
Phone	
Email	
Reference	

TRANSFER

Jurisdiction	VICTORIA
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Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference

12335/790

Transferor(s)

Name	LATROBE VALLEY GOLF DRIVING RANGE PTY LTD
ACN	007074179

Estate and/or Interest being transferred

Fee Simple

Consideration

\$AUD 139000.00

Transferee(s)

Tenancy (inc. share)	Sole Proprietor
Given Name(s)	CAROLE ELIZABETH
Family Name	FENECH
Address	
Street Number	3
Street Name	STONEHAVEN
Street Type	ROAD



Department of Transport and Planning

Electronic Instrument Statement

Locality	TRARALGON
State	VIC
Postcode	3844

Covenants

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restrictive covenant with the intent that the burden of the restrictive covenant runs with and binds the burdened land and the benefit of the restrictive covenant is annexed to and runs with the benefited land.

Burdened land	the Land
Benefited land	MCP: AA5416
Restrictive covenant	MCP: AA5416
Expiry Date	

Duty Transaction ID

5264729

The transferor transfers to the transferee their estate and/or interest in the land specified for the consideration, subject to any restrictive covenant set out or referred to in this transfer.

Execution

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

Executed on behalf of	LATROBE VALLEY GOLF DRIVING RANGE PTY LTD
Signer Name	FRANCIS LIDDICOAT-PITTS
Signer Organisation	PRIOR LAW
Signer Role	LAW PRACTICE
Execution Date	09 NOVEMBER 2021

Execution

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

Executed on behalf of	CAROLE ELIZABETH FENECH
Signer Name	SANDRA LORRAINE HARDEN
Signer Organisation	RENNICKS CONVEYANCING PTY LTD
Signer Role	CONVEYANCING PRACTICE
Execution Date	10 NOVEMBER 2021

File Notes:



Department of Transport and Planning

Electronic Instrument Statement

NIL

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

Statement End.

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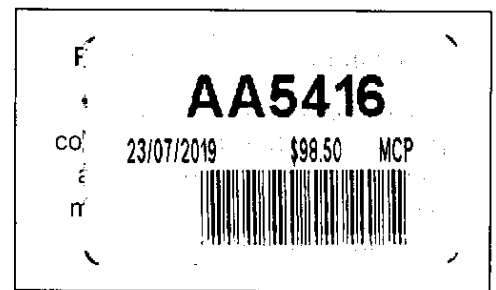
Document Type	Instrument
Document Identification	AA5416
Number of Pages (excluding this cover sheet)	1
Document Assembled	24/08/2026 11:12

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4 **Memorandum of common provisions**
Section 91A Transfer of Land Act 1958



Lodged by	
Name:	HORSEMAN SIM PTY LTD
Phone:	(03) 5135 3300
Address:	154 COMMERCIAL ROAD, MORWELL VIC 3840
Reference:	FCP:190445
Customer code:	11052R

This memorandum contains provisions which are intended for inclusion in instruments and plans to be subsequently lodged for registration.

Provisions:

"The Transferees for themselves and their successors and transferees the registered proprietor or proprietors for the time being of the Land hereby transferred and or each part thereof **DO HEREBY COVENANT** with the transferors their successors and transferees the registered proprietor or proprietors for the time being of the land comprised in the Plan and each and every part thereof (other than the Land hereby transferred) that we shall not at any time:-

- (a) Erect, place, permit, licence or authorise on the Land hereby transferred any dwelling house other than a dwelling house of which not less than seventy five per centum (75%) of the external wall area is constructed of brick, brick veneer, stone, masonry or a foam rendered finish.
- (b) Erect, place, permit, licence or authorise on the Land hereby transferred more than one dwelling house together with the usual outbuildings unless the Transferees first obtains the written approval of Latrobe Valley Golf Driving Range Pty Ltd which approval may be withheld in its absolute discretion.
- (c) Permit or authorise the Land to be subdivided unless the Transferees first obtains the written approval of Latrobe Valley Golf Driving Range Pty Ltd ACN 007 074 179 which approval may be withheld in its absolute discretion.
- (d) Erect, place, permit, licence or authorise on the Land hereby transferred any dwelling house other than a dwelling house of which the external walls are constructed of a material other than any of materials referred to on Sub-Clause (a) hereof unless the Transferees first obtain the written approval of Latrobe Valley Golf Driving Range Pty Ltd ACN 007 074 179 which approval may be withheld in its absolute discretion.
- (e) Erect, place, permit, licence or authorise to be erected upon the said Land hereby transferred any building structure or fence constructed wholly or partly of second hand materials apart from secondhand bricks which if used must be covered with cement render;
- (f) Erect, place, permit, licence or authorise to be erected upon the said Land hereby transferred any building structure or fence constructed wholly or partly of materials that are of a reflective nature.
- (g) Erect, place, permit, licence or authorise on the Land hereby transferred any building, the external walls of which are constructed of hardiplank, cement sheet or like materials save for the use of such materials for eave lining, gable ends and in-fills).
- (h) Use or permit or allow the Land hereby transferred to become overgrown with grass or weeds or allow any rubbish, car parts, automotive wrecks to be dumped, stored or accumulated on the Land hereby transferred at any time;
- (i) Unless the area of the Land hereby transferred is in excess of 4,000m2 use or permit or cause or allow the Land hereby transferred or any part thereof to be used for the purpose of parking, garaging or servicing of any motor vehicle in excess of 20 tonnes gross vehicle mass except of the purpose of loading and unloading goods;
- (j) Erect, place, permit, licence or authorise on the Land hereby transferred any relocated building.

AND IT IS HEREBY AGREED that the benefit of the foregoing covenants shall be attached to and run at law and in equity with the land comprised in the Plan so that the burden thereof shall be annexed to and run at law and in equity with the said Land hereby transferred and that the same shall be noted and appear on every future Certificate of Title for the said Land as an encumbrance affecting the same and every part thereof.

35271702A

V3

1. The provisions are to be numbered consecutively from number 1.
2. Further pages may be added but each page should be consecutively numbered.
3. To be used for the inclusion of provisions in instruments and plans.

91ATLA

Page 1 of 1

THE BACK OF THIS FORM MUST NOT BE USED

Land Use Victoria contact details: see www.delwp.vic.gov.au/property>Contact us

Imaged Document Cover Sheet

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Document Type	Instrument
Document Identification	AM686462E
Number of Pages (excluding this cover sheet)	12
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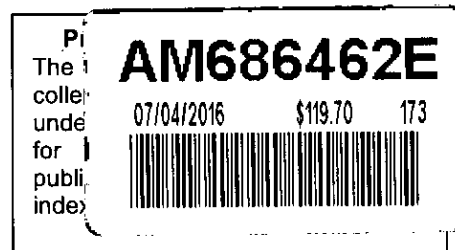
Application by a responsible authority for the recording of an agreement

Section 181 **Planning and Environment Act 1987**

Form 21

Lodged by:

Name: Russell Kennedy Lawyers
Phone: 03 9609 1555
Address: Level 12 469 La Trobe Street
Melbourne Vic 3000
Ref: 119881-00338
Customer code: 1513M



The responsible 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: *(insert Volume and Folio reference) (if part only, define the part)*
Volume 9937 Folios 484 and 485

Responsible authority: *(name and address)*

Latrobe City Council of Corporate Headquarters, 141 Commercial Road, Morwell, Victoria 3840

Section and Act under which agreement made:

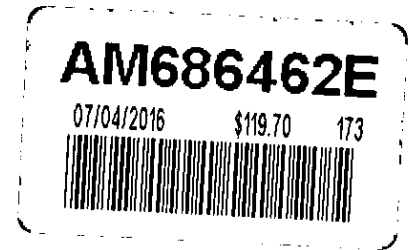
Section 173 of the *Planning and Environment Act 1987*

A copy of the agreement is attached to this application:

Signature for the responsible authority:

Name of officer: G.J. VANDRIEL, CEO

Date: 6/4/2016



LATROBE CITY COUNCIL

and

**LATROBE VALLEY GOLF DRIVING RANGE
PTY LTD**

**AGREEMENT MADE PURSUANT TO
SECTION 173 OF THE PLANNING AND
ENVIRONMENT ACT 1987**

Property: Lots 1 and 2 on LP218156T,
Toners Lane, Morwell, Victoria 3840

Russell Kennedy Pty Ltd ACN 126 792 470 ABN 14 940 129 185
Level 12, 469 La Trobe Street, Melbourne VIC 3000 PO BOX 5146AA, Melbourne VIC 3001 DX 494 Melbourne
T +61 3 9609 1555 F +61 3 9609 1600 info@rk.com.au

Liability limited by a scheme approved under Professional Standards Legislation

rk.com.au

Ref WYB 119881-00338



© Russell Kennedy

THIS AGREEMENT is made on

6th April 2016.

~~2015~~

PARTIES

- 1 **LATROBE CITY COUNCIL**
of 141 Commercial Road, Morwell, Victoria 3840
("Council")
- 2 **LATROBE VALLEY GOLF DRIVING RANGE PTY LTD**
ACN 007 074 179
of Toners Lane, Morwell, Victoria 3840
("Owner")



RECITALS

- A The Council is the responsible authority under the Act for the Scheme.
- B The Owner is registered or is entitled to be registered as proprietor of the Land.
- C The Motion of the Council, dated 17 August 2015, provides as follows:

"That Council:

1. *Endorse the Morwell West Development Plan (July 2015) subject to:*
 - a. *Approval of the Traffic Engineering Report by Latrobe City Council and VicRoads.*
 - b. *Update the Development Plan to the satisfaction of the Responsible Authority to require the landowners of 'Phase A (Toners Lane)' and 'Phase B' to each provide a contribution equal to 50% of the cost of the construction of a 2.5 metre safety fence along the southern and eastern boundaries of the Archery Club. The contribution from Phase A is to be a cash contribution at the time of the first stage of subdivision and required through a Section 173 Agreement. Given the landowner of Phase B is Latrobe City Council and therefore cannot enter into a Section 173 Agreement with itself, its 50% contribution is to be provided through the construction of the fence by Council, to be completed by the completion of the development of Phase A.*
 - c. *The landowner of Phase A (Toners Lane) entering into a Section 173 Agreement with Council to require the cash contribution as outlined in (b). The Section 173 Agreement must (inter alia):*
 - i. *State the amount of the contribution, to be determined in agreement with Council and subject to indexation*
 - ii. *Require the contribution to be paid before statement of compliance is issued for the first stage of development of the land.*
 - iii. *Be registered on the Certificate of Title for the land before the Development Plan is endorsed.*
 - iv. *Be prepared and registered at the landowner's cost.*

2. *Allocate sufficient budget to construct the fence along the southern and eastern boundaries of the Archery Club, in line with appropriate development timeframes; 50% of the costs to be recovered through 173 Agreement in (c).*

3. *Notify submitters, in writing, of Council's decision."*

D The Land is encumbered by mortgage number AJ957527U in which Secure Funding Pty Ltd is named as mortgagee. The Mortgagee has consented to the Owner entering into this Agreement.

E This Agreement has been entered into in order to:

- comply with the Motion;
- regulate the use or development of the Land; and
- achieve and advance the objectives of planning in Victoria or the objectives of the Scheme in relation to the Land.

F This Agreement is made under Division 2 of Part 9 of the Act.

THE PARTIES AGREE THAT:

1 DEFINITIONS

In this Agreement:

- 1.1 **"Act"** means the *Planning and Environment Act 1987*.
- 1.2 **"Actual Costs"** means the actual costs, including GST, incurred by the Council in connection with the construction of the Safety Fence, including but not limited to the cost of all materials, construction, labour, removal and disposal of existing fencing, and any other associated works reasonably required to facilitate the construction of the Safety Fence.
- 1.3 **"Agreement"** means this Agreement, including the recitals and any annexures to this Agreement.
- 1.4 **"Archery Club"** means the archery club situated on Lot 10..
- 1.5 **"Business Day"** means Monday to Friday excluding public holidays in Victoria.
- 1.6 **"Development Plan"** means the plan prepared by Millar & Merrigan Pty Ltd and NBA Group Pty Ltd entitled "*Development Plan Morwell West Development Plan Area Toners Lane & Latrobe Road, Morwell West Latrobe City Council*" (15610 DP2_Version 9), dated October 2015.
- 1.7 **"Equalisation Payment"** means a monetary amount or bank cheque in the amount of the difference between the amount of 50 per cent of the Actual Costs and the amount of the Initial Monetary Contribution.
- 1.8 **"GST"** means the goods and services tax as defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (as amended).
- 1.9 **"Initial Monetary Contribution"** means a monetary amount or bank cheque estimated to be equivalent to 50 per cent of the Actual Costs.



- 1.10 **"Land"** means the land within the Scheme described as:
- 1.10.1 lot 1 on LP218156T, being the whole of the land contained in certificate of title volume 9937 folio 484; and
- 1.10.2 lot 2 on LP218156T, being the whole of the land contained in certificate of title volume 9937 folio 485.
- 1.11 **"Lot 10"** means the land within the Scheme described as lot 10 on LP140015 being the whole of the land contained in certificate of title volume 9483 folio 037.
- 1.12 **"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 Land or any part of it.
- 1.13 **"Motion"** means the motion in respect of the Morwell West Development Plan carried by the Council on 17 August 2015 and set out in Recital C of this Agreement.
- 1.14 **"Safety Fence"** means a safety fence, to reasonable specifications determined by Council which must not be higher than 2.5 metres above natural ground level at any location, constructed on Lot 10 along the eastern boundary of the Archery Club and along the southern boundary of the Archery Club, as shown on the Development Plan, to the satisfaction of the Council.
- 1.15 **"Scheme"** means the *Latrobe Planning Scheme* or any other planning scheme which applies to the Land from time to time.
- 1.16 **"Statement of Compliance"** has the same meaning as in the *Subdivision Act 1988*.
- 1.17 **"Tribunal"** means the Victorian Civil and Administrative Tribunal or its successor.

2 COMMENCEMENT

This Agreement comes into force on the date it was made as set out above.

3 TERMINATION OF AGREEMENT

3.1 Termination

This Agreement ends in accordance with the Act.

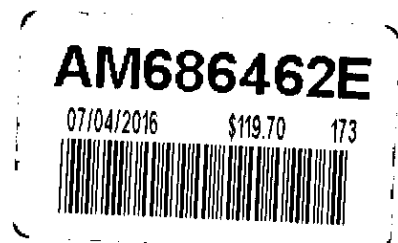
3.2 Cancellation of Agreement

As soon as reasonably practicable after this Agreement has ended, the Council must, at the request and at the cost of the Owner, apply to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the Register.

4 OWNER'S COVENANTS

4.1 Initial Monetary Contribution

The Owner covenants and agrees that:



- 4.1.1 it must pay the Initial Monetary Contribution to the Council not more than 21 days before the issue of any Statement of Compliance in respect of the subdivision of the Land (or of any part of the Land); and
- 4.1.2 as at the date of this Agreement, the amount of the Initial Monetary Contribution is estimated to be \$25,000; and
- 4.1.3 subject to clause 4.1.4, the amount of the Initial Monetary Contribution at the relevant time must be agreed between the parties:
- (a) having regard to at least three quotes provided by suitably qualified and experienced fencing contractors; and
 - (b) within 14 days of the parties being in possession of at least three quotes; and
- 4.1.4 if the parties cannot agree on the amount of the Initial Monetary Contribution, the amount of the Initial Monetary Contribution must be determined by an independent quantity surveyor jointly appointed by the parties and the costs in connection with the independent quantity surveyor must be borne by the parties equally.

4.2 Equalisation Payment by Owner

The Owner covenants and agrees that, subject to the amount of 50 per cent of the Actual Costs exceeding the amount of the Initial Monetary Contribution paid by the Owner to the Council in accordance with clause 4.1 of this Agreement, the Owner must pay the Equalisation Payment to the Council not more than 30 days after being in receipt of a notice from the Council to pay the Equalisation Payment.

4.3 Successors in title

Until this Agreement is recorded on the folio of the Register which relates to the Land pursuant to section 181 of the Act, the Owner must ensure that the Owner's successors in title give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement including requiring the successors in title to execute a deed agreeing to be bound by the terms of this Agreement. Until that deed is executed, the Owner, being a party to this Agreement, remains liable to perform all of the Owner's obligations contained in this Agreement.

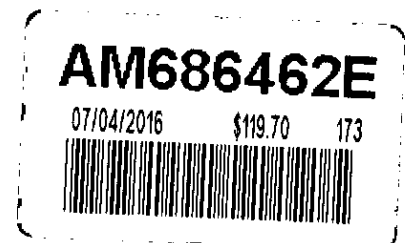
4.4 Further assurance

The Owner must do all things necessary (including signing any further agreement, acknowledgment or document) to enable the Council to record this Agreement on the folio of the Register which relates to the Land.

4.5 Payment of Council's costs

The Owner agrees to pay on demand to the Council the Council's costs and expenses (including any legal fees incurred on a solicitor-client basis) of and incidental to the preparation, execution, recording and enforcement of this Agreement.





4.6 Mortgagee to be bound

The Owner covenants to obtain the consent of any Mortgagee to be bound by the covenants in this Agreement if the Mortgagee becomes mortgagee in possession of the Land.

4.7 Indemnity

The Owner covenants to indemnify and keep the Council, its officers, employees, agents, workmen and contractors indemnified from and against all costs, expenses, losses or damages which they or any of them may sustain incur or suffer or be or become liable for or in respect of any suit action proceeding judgement or claim brought by any person arising from or referable to this Agreement or any non-compliance with this Agreement.

4.8 Non-compliance

If the Owner has not complied with this Agreement within 14 days after the date of service on the Owner by the Council of a notice which specifies the Owner's failure to comply with any provision of this Agreement, the Owner covenants:

- 4.8.1 to pay to the Council on demand, the Council's reasonable costs and expenses ("**Costs**") incurred as a result of the Owner's non-compliance;
- 4.8.2 to pay interest at the rate of 2% above the rate prescribed under section 2 of the *Penalty Interest Rates Act 1983* on all moneys which are due and payable but remain owing under this Agreement until they are paid in full;
- 4.8.3 if requested to do so by the Council, to promptly execute in favour of the Council a mortgage to secure the Owner's obligations under this Agreement,

and the Owner agrees:

- 4.8.4 to accept a certificate signed by the Chief Executive Officer of the Council (or any nominee of the Chief Executive Officer) as prima facie proof of the Costs incurred by the Council in rectifying the Owner's non-compliance with this Agreement;
- 4.8.5 that any payments made for the purposes of this Agreement shall be appropriated first in payment of any interest and any unpaid Costs of the Council and then applied in repayment of the principal sum;
- 4.8.6 that all Costs or other monies which are due and payable under this Agreement but which remain owing shall be a charge on the Land until they are paid in full; and
- 4.8.7 if the Owner executes a mortgage as required by clause 4.8.3, any breach of this Agreement is deemed to be a default under that mortgage.

4.9 Covenants run with the Land

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

transferees, the registered proprietor or proprietors for the time being of the Land and every part of the Land.

4.10 Owner's warranty

The Owner warrants and covenants that:

- 4.10.1 the Owner is the registered proprietor (or is entitled to become the registered proprietor) of the Land and is also the beneficial owner of the Land;
- 4.10.2 there are no mortgages, liens, charges or other encumbrances or leases or any rights inherent in any person other than the Owner affecting the Land which have not been disclosed by the usual searches of the folio of the Register for the Land or notified to the Council;
- 4.10.3 no part of the Land is subject to any rights obtained by adverse possession or subject to any easements or rights described or referred to in section 42 of the *Transfer of Land Act 1958*; and
- 4.10.4 until this Agreement is recorded on the folio of the Register which relates to the Land, the Owner will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of the Land without first disclosing to any intended purchaser, transferee, assignee or mortgagee the existence and nature of this Agreement.

5 COUNCIL'S COVENANTS

5.1 Actual Costs

The Council covenants and agrees that it must:

- 5.1.1 arrange for the construction of the Safety Fence;
- 5.1.2 notify the Owner after the construction of the Safety Fence has been completed to the satisfaction of the Council;
- 5.1.3 retain, until such time as the Equalisation Payment has been paid in accordance with clause 4.2 or clause 5.2 of this Agreement, documentary evidence of the Actual Costs which may include but not be limited to:
 - (a) any relevant tax invoice; or
 - (b) a schedule of relevant costs and expenses with supporting documentary evidence; and
- 5.1.4 provide the Owner with a copy of the documentary evidence retained by the Council in accordance with clause 5.1.3 of this Agreement not more than 14 days after being in receipt of a notice to produce the documentary evidence.

5.2 Equalisation Payment by Council

The Council covenants and agrees that, subject to the amount of 50 per cent of the Actual Costs being less than the amount of the Initial Monetary Contribution



paid by the Owner to the Council in accordance with clause 4.1 of this Agreement, the Council must pay the Equalisation Payment to the Owner not more than 30 days after being in receipt of a notice from the Owner to pay the Equalisation Payment.

6 GENERAL

6.1 No fettering of Council's powers

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

6.2 Time of the essence

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

6.3 Governing law and jurisdiction

This Agreement is governed by and is to be construed in accordance with the laws of Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts and tribunals of Victoria and waives any right to object to proceedings being brought in those courts or tribunals.

6.4 Enforcement and severability

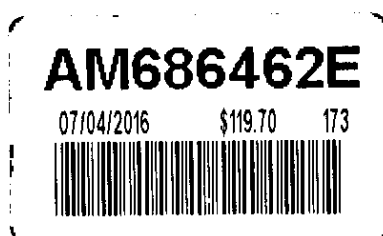
6.4.1 This Agreement shall operate as a contract between the parties and be enforceable as such in a Court of competent jurisdiction regardless of whether, for any reason, this Agreement were held to be unenforceable as an agreement pursuant to Division 2 of Part 9 of the Act.

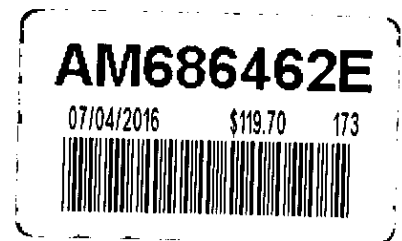
6.4.2 If a Court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void, then it shall be severed and the other provisions of this Agreement shall remain operative.

7 DISPUTE RESOLUTION

7.1 If there is a dispute in respect of any matter under this Agreement which is not referable to the Tribunal under the Act, the dispute may be referred for 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, for arbitration.

7.2 The parties are entitled to legal representation for the purposes of any arbitration or referral referred to in clause 7.1 and, unless the Arbitrator, Chairman or nominee otherwise directs, each party must bear its own costs.





8 NOTICES

8.1 Service of notice

A notice or other communication required or permitted, under this Agreement, to be served on a person must be in writing and may be served:

- 8.1.1 personally on the person;
- 8.1.2 by leaving it at the person's address set out in this Agreement;
- 8.1.3 by posting it by prepaid post addressed to that person at the person's current address for service;
- 8.1.4 by facsimile to the person's current number notified to the other party;
or
- 8.1.5 by email to the person's current email address notified to the other party.

8.2 Time of service

A notice or other communication is deemed served:

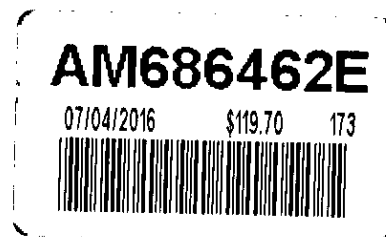
- 8.2.1 if served personally or left at the person's address, upon service;
- 8.2.2 if posted within Australia to an Australian address, two Business Days after posting;
- 8.2.3 if served by facsimile, subject to clause 8.2.5, at the time indicated on the transmission report produced by the sender's facsimile machine indicating that the facsimile was sent in its entirety to the addressee's facsimile;
- 8.2.4 if served by email, subject to clause 8.2.5, at the time indicated on the recipient's email as the time at which the email was received; and
- 8.2.5 if received after 5.00pm in the place of receipt or on a day which is not a Business Day, at 9.00am on the next Business Day.

9 INTERPRETATION

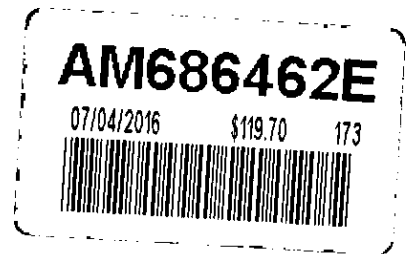
In this Agreement, unless the contrary intention appears:

- 9.1 the singular includes the plural and vice versa;
- 9.2 a reference to a document or instrument, including this Agreement, includes a reference to that document or instrument as novated, altered or replaced from time to time;
- 9.3 a reference to an individual or person includes a partnership, body corporate, government authority or agency and vice versa;
- 9.4 a reference to a party includes that party's executors, administrators, successors, substitutes and permitted assigns;
- 9.5 words importing one gender include other genders;

- 9.6 other grammatical forms of defined words or expressions have corresponding meanings;
- 9.7 a covenant, undertaking, representation, warranty, indemnity or agreement made or given by:
- 9.7.1 two or more parties; or
- 9.7.2 a party comprised of two or more persons,
- is made or given and binds those parties or persons jointly and severally;
- 9.8 a reference to a statute, code or other law includes regulations and other instruments made under it and includes consolidations, amendments, re-enactments or replacements of any of them;
- 9.9 a recital, schedule, annexure or description of the parties forms part of this Agreement;
- 9.10 if an act must be done on a specified day that is not a Business Day, the act must be done instead on the next Business Day;
- 9.11 if an act required to be done under this Agreement on a specified day is done after 5.00pm on that day in the time zone in which the act is performed, it is taken to be done on the following day;
- 9.12 a party that is a trustee is bound both personally and in its capacity as trustee;
- 9.13 a reference to an authority, institution, association or body ("**original entity**") that has ceased to exist or been reconstituted, renamed or replaced or whose powers or functions have been transferred to another entity, is a reference to the entity that most closely serves the purposes or objects of the original entity;
- 9.14 headings and the provision of a table of contents are for convenience only and do not affect the interpretation of this Agreement.



EXECUTED as an agreement under Division 2 of Part 9 of the Act.



SIGNED SEALED AND DELIVERED for and)
on behalf of **LATROBE CITY COUNCIL** by)
Gary Van Driel pursuant to Instrument of)
Delegation dated 12 June 2015 in the)
presence of:)

Witness

WILLIAM GEORGE BARTLEY
Level 12, 469 La Trobe Street
Melbourne, Victoria 3000
An Australian Legal Practitioner
within the meaning of The Legal
Profession Uniform Law (Victoria)

Gary Van Driel
Chief Executive Officer

EXECUTED by **LATROBE VALLEY GOLF**)
DRIVING RANGE PTY LTD in accordance)
with section 127(1) of the *Corporations Act*)
2001 (Cth) by being signed by authorised)
persons:)

Director

*Director/company secretary
*Delete whichever is inapplicable

MARLENE ANN SZABO
Full Name

STEVEN SZABO
Full Name

42 KURT ST, MORWELL 3840
Usual Address

42 KURT ST, MORWELL 3840
Usual Address



Department of Transport and Planning

Electronic Instrument Statement

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The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

Produced 24/08/2026 10:58:55 AM

Status	Registered	Dealing Number	AS681066N
Date and Time Lodged	06/11/2019 09:41:42 AM		

Lodger Details

Lodger Code	16715Q
Name	HORSEMAN SIM PTY LTD
Address	
Lodger Box	
Phone	
Email	
Reference	190445 V3

APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
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Estate and/or Interest

FEE SIMPLE

Land Title Reference

9937/484
9937/485

Instrument and/or legislation

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

Applicant(s)

Name	LATROBE CITY COUNCIL
Address	
Street Number	141
Street Name	COMMERCIAL
Street Type	ROAD
Locality	MORWELL
State	VIC
Postcode	3840



Department of Transport and Planning

Electronic Instrument Statement

Additional Details

Refer Image Instrument

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

Execution

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

Executed on behalf of	LATROBE CITY COUNCIL
Signer Name	LANA MAREE BONGIOLETTI
Signer Organisation	HORSEMAN SIM PTY LTD
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	06 NOVEMBER 2019

File Notes:

NIL

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

Statement End.

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Document Type	Instrument
Document Identification	AS681066N
Number of Pages (excluding this cover sheet)	13
Document Assembled	24/08/2026 10:58

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Section 181

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

Section 181(1) Planning and Environment Act 1987

Lodged by:

Name:

Phone:

Address:

Reference:

Customer Code:

The Authority in 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 9937

Folio 484

Volume 9937 Folio 485 P

Authority

Latrobe City Council
141 Commercial Road
MORWELL VIC 3840

Section and Act under which agreement made:

Section 173

Planning and Environment Act 1987

A copy of the Act Agreement is attached to this Application

Signature of Authority:



Name of Officer: Yvonne Buntin

Designation of Officer: Planning Administration Officer

Date: 14 October 2019

I have had my identity verified by Australia Post on 12 June 2018

Unique Seq # 3392660327510

THIS AGREEMENT is made the 14th day of October 2019

PARTIES

1. LATROBE CITY COUNCIL of 141 Commercial Road, Morwell, Victoria ("Council").
2. Latrobe Valley Golf Driving Range Pty. Ltd. ACN 007074179 as Trustee for the S Szabo Family Trust of 63 Toners Lane, Morwell VIC 3840 ("Owner")

RECITALS

- A. The Owner is the registered proprietor of the Subject Land;
- B. Council is the Responsible Authority for the administration and enforcement of the Scheme pursuant to the Act;
- C. Section 173 of the Act permits a Responsible Authority in its own behalf or jointly with any other person or bodies to enter into an agreement under seal not inconsistent with the Act or the Planning Scheme and which regulates the use or the development of the land or the doing of acts on the land;
- D. The Council has granted the Owner the Planning Permit which Permit allowed certain development on or with the land, but the conditions of which Permit require the Owner to enter into this Agreement pursuant to Section 173 of the Act and that the agreement be registered against title to the owner's land pursuant to Section 181 of the Act; and
- E. The parties enter into this Agreement to facilitate the requirements referred to in Paragraph D above.

THE PARTIES AGREE

1. DEFINITIONS AND INTERPRETATION

Definitions

In this Agreement unless expressed or implied to the contrary:

"Act" means the Planning and Environment Act 1987;

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

"Approved" means approved by the Council;

"Council" means the council for the municipal district of the Latrobe City Council;

"Subject Land" means the land situated at "The Range", Toners Lane, Morwell VIC 3840 being the land referred to in Certificate of Title Volume Volume 9937 Folio 484 and Volume 9937 Folio 485 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.

"Owner" means the person or persons from time to time registered or entitled to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple in the Land or any part of it and includes a Mortgagee in possession;

"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.

"Permit" means Planning Permit Number 2015/230 issued to the Owner by the Council, as amended from time to time;

"Scheme" means the Latrobe Planning Scheme;

"Tribunal" means the Victorian Civil and Administrative Tribunal.

2. OWNER'S COVENANTS

2.1 The Agreement

The Owner, pursuant to the permit and all applicable laws covenants with the Council as follows:-

- a) Lots for residential purposes with an interface to industrial zoned land in Stage 2B and Stage 1 (Lot 210 only) of the subdivision must maintain the existing 8 metre wide vegetation as shown on the Landscape Plan required by condition 9 of this permit to the satisfaction of the Responsible Authority;
- b) Lots for residential purposes with an interface to industrial zoned land in Stage 3 (Lot 419 only) and Stage 1 (Lot 209 only) of the subdivision must maintain the 10 metre wide vegetation as shown on the Landscape Plan required by condition 9 of this permit to the satisfaction of the Responsible Authority; and
- c) The vegetation within the vegetation buffer shown on the Landscape Plan must be maintained to the satisfaction of the Responsible Authority, including that any dead, diseased or damaged plants are to be replaced as per the planting schedule endorsed under this permit.

2.2 Notice

The Owner covenants to bring this Agreement to the attention of all prospective purchasers, mortgagees, transferees and assigns of the Land.

2.3 Compliance

The Owner covenants to:

- (a) comply with the requirements of all statutory authorities in relation to the development of the Land;
- (b) comply with all statutes, regulations, local laws and planning controls in relation to the Land; and
- (c) take all necessary steps to comply with the obligations of each clause in this Agreement;

2.4 Mortgagee to be Bound

The Owner covenants to obtain the consent of any mortgagee to be bound by the covenants in this Agreement if the mortgagee becomes mortgagee in possession of the Land.

2.5 Council's Costs to be Paid

The Owner covenants to pay immediately on demand to the Council the Council's reasonable costs and expenses (including legal expenses) incidental to the drawing and engrossment, registration, enforcement and release, when applicable, of this Agreement which (until paid) are and remain a charge on the Land.

2.6 Indemnity

The Owner covenants to indemnify and keep indemnified the Council, its officers, employees, agents, workmen and contractors from and against all costs, expenses, losses or damages which they or any of them may sustain incur or suffer or be or become liable for or in respect of any suit action proceeding judgment or claim brought by any person arising from or referable to this Agreement or any non-compliance with this Agreement.

2.7 Council Access

The Owner covenants to allow the Council and its officers, employees, contractors or agents or any of them, to enter the Land (at any reasonable time) to assess compliance with this Agreement.

2.8 Registration of Agreement

The Owner agrees to do all things necessary register this Agreement with the Registrar of Titles in accordance with Section 181 of the Act including the signing of any further agreement, acknowledgment or other document and to do so at the Owner's own expense and to provide all required proofs to the Council of the due registration thereof.

3. EFFECT OF AGREEMENT

3.1 Agreement under Section 173 of the Act

The Council and the Owner agree that without limiting or restricting their respective powers to enter into this Agreement that this Agreement is made pursuant to Section 173 of the Act.

3.2 Agreement runs with the Land

This Agreement will come into force and effect as from the date of this Agreement and the benefit and burden of this Agreement will run with and be annexed to the Land and bind the Owner, its successors in title, assignees and transferees and the registered proprietor for the time being of the Land.

3.3 Planning Objectives

The parties acknowledge that the provisions of this Agreement are intended to achieve or advance the objectives of planning in Victoria and the objectives of the Scheme.

4. OWNER'S WARRANTIES

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

5. SUCCESSORS IN TITLE

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

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

6. NOTICES

Any notice or other communication required or permitted to be served on any other party must be in writing and may be served or given by:

- (a) delivering it personally or sending it by pre-paid post to that party at its address as set out in this Agreement or to such other address as that party may nominate in writing from time to time; or
- (b) sending it by facsimile to that party provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post;

and the notice of communication will be deemed to have been served or given:

- (c) if delivered personally, on the date of delivery;
- (d) if sent by facsimile, on the date on which the sending party's facsimile machine records that the facsimile has been despatched; and
- (e) if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

7. FURTHER ASSURANCE

Each of the parties to this Agreement will sign and execute all further documents and deeds and do all acts and things as will reasonably be required to effect the terms and conditions contained in this Agreement.

8. NO WAIVER

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

9. SEVERABILITY

If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it will be severed and the other provisions of this Agreement will remain operative.

10. GOVERNING LAW

This Agreement is governed by and will be construed in accordance with the laws from time to time in force in the State of Victoria.

11. DISPUTES

11.1 In the event of any dispute between the parties concerning the interpretation or implementation of this Agreement, such dispute shall be referred to the Tribunal for resolution to the extent permitted by the Act. In the event of a dispute concerning any matter which is not referable to the Tribunal pursuant to the act, such disputes shall be and is hereby referred for 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, for arbitration.

11.2 Where provision is made in this Agreement that any matter be done to the satisfaction of the Council or any of its officers and a dispute arises in relation to such provision, the dispute shall be referred to the Tribunal in accordance with the Act.

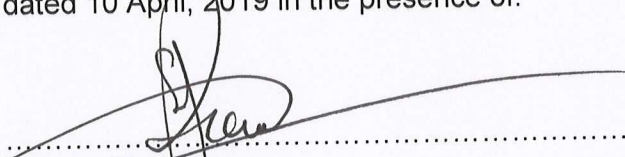
11.3 The parties shall be entitled to legal representation for the purposes of any arbitration or referred to in clauses 11.1 and 11.2 and, unless the Arbitrator, Chairman, nominee or the Tribunal shall otherwise direct, each party must bear its own costs.

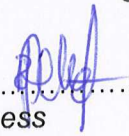
12. NO FETTERING OF RESPONSIBLE AUTHORITY'S POWERS

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of the Council to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification or any plans of subdivision applicable to the Land or relating to any use or development of the Land.

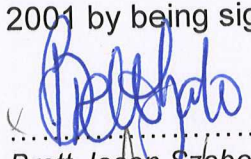
EXECUTED AS A DEED PURSUANT TO SECTION 174(1) OF THE ACT

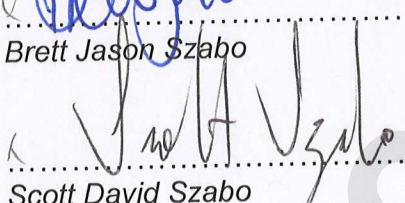
SIGNED for and on behalf of **LATROBE CITY COUNCIL**)
By Steven Piasente pursuant to Instrument of Delegation)
dated 10 April, 2019 in the presence of:)

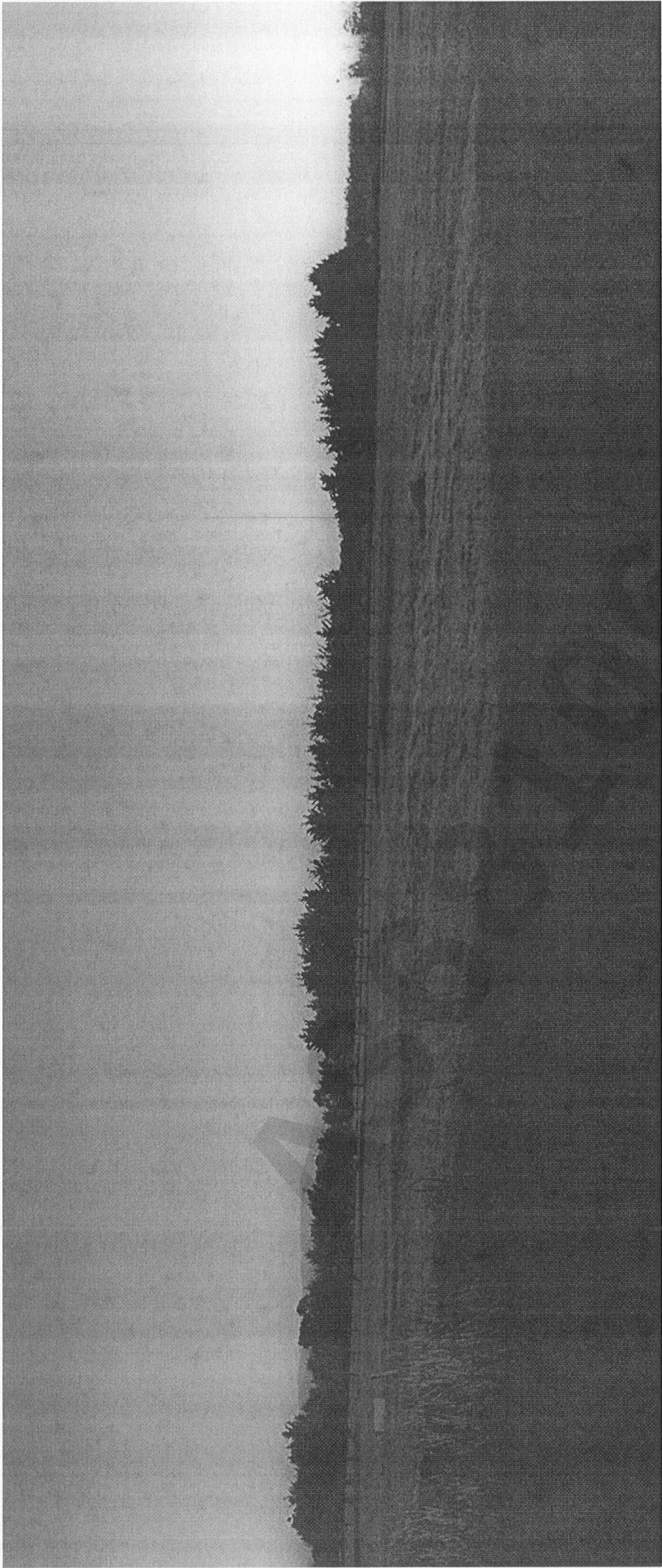

.....
Steven Piasente
Chief Executive Officer


.....
Witness

Executed by Latrobe Valley Golf Driving Range Pty. Ltd. ACN 007074179 as Trustee
for the S Szabo Family Trust in accordance with Section 127 of the Corporations Act
2001 by being signed by those persons who are authorised to sign for the company:


..... Director
Brett Jason Szabo


..... Director
Scott David Szabo



THE RANGE

— MORWELL —

Design Guidelines
Prepared by Millar Merrigan
September 2019

This document was printed from SPEAR on: 10/10/2019

ABN 66 235 839 511
156 Commercial Road, Morwell 3840
Telephone: 03 51 348 611

Version	Date	Description	Author	Approved
1	July 2019	Issued to Council	Roxanne Rejmer	Christopher Constantine
2	September 2019	Issued to Council	Roxanne Rejmer	Christopher Constantine
3	October 2019	Issued to Council	Roxanne Rejmer	Jacklyn Stevens

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This document was printed from SPEAR on: 10/10/2019 09:46 am.

1 Introduction and Application

These design guidelines have been prepared in accordance with the requirements of Condition 4 of Planning Permit 2015/230.

They apply to lots with an interface with industrial land uses. See Figure 1.

The guidelines set landscaping requirements to ensure that development responds appropriately to the adjoining industrial uses and offers a high standard of amenity.

Any development on the subject lots must be in accordance with the design guidelines except with written consent from Latrobe City Council.

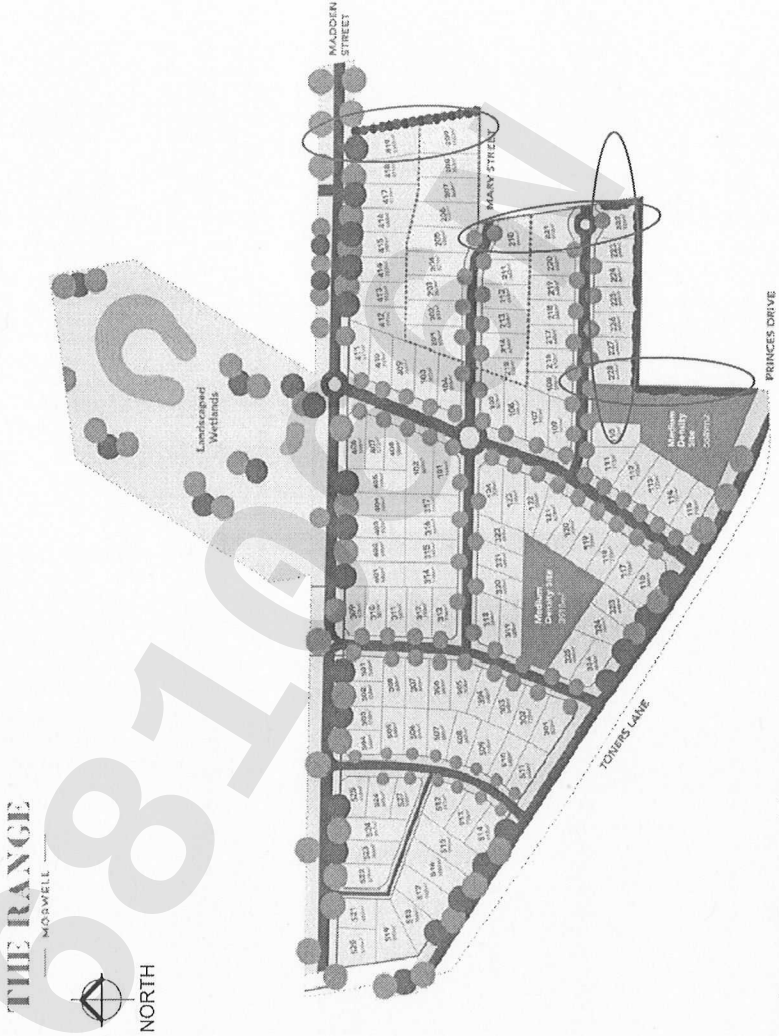


Figure 1: Interface subject to Design Guidelines

2 Objectives

The key intent of the Design Guidelines is to ensure that the interface between lots and public open space and existing industrial uses is managed appropriately.

The key objectives to be achieved relate to:

- Appropriate vegetation to provide a buffer between industrial and sensitive uses.

Implementation of the following guidelines will ensure that the highest quality design outcomes for The Range - Morwell are achieved.

3 Guidelines

The guidelines on the following pages are provided to inform the development of lots affected by the design guidelines.

It is noted that these guidelines must be considered in addition to the requirements of the Latrobe Planning Scheme (particularly Clauses 54, 55 and 56), as well as the *Latrobe City Council Public Open Space Strategy* and the *Safer Design Guidelines for Victoria* prepared by the former Department of Sustainability and Environment.

Guideline 1 – Industrial Interface

Dwellings that share a boundary with industrial land are required to maintain a vegetated buffer.

Condition 4 or Permit 2015/230 specifically states:

- Lots for residential purposes with an interface to industrial zoned land in Stage 2B and Stage 1 (Lot 210) 1 of the subdivision must maintain the existing 8 metre wide vegetation as shown on the Landscape Plan required by condition 9 of this permit to the satisfaction of the Responsible Authority;
- Lots for residential purposes with an interface to industrial zoned land in Stage 3 (Lot 419 only) and Stage 1 (Lot 209 only) of the subdivision must maintain the 10 metre wide vegetation as shown on the Landscape Plan required by condition 9 of this permit to the satisfaction of the Responsible Authority;
- The vegetation within the buffer shown on the Landscape Plan must be maintained to the satisfaction of the Responsible Authority, including that any dead, diseased or damaged plants are to be replaced as per the planting schedule endorsed under Permit 2015/230 (the below guidelines).

Where practicable, the existing vegetation along these boundaries must be retained. Where it cannot be retained or new planting is required, planting must be undertaken as per the following landscape guidelines.

Landscape Guidelines

Where planting within the vegetation buffer is required under condition 4 (b) of planning permit 2015/230, the following Planting Schedule should be used to the satisfaction of the Responsible Authority, or where any plants are required to be replaced including any dead, diseased or damaged plants under condition 4 (c). A setback of 2 metres from the road reserves and property boundary should be conserved to ensure roots either doesn't damage existing infrastructure or that any construction on surrounding lots do not impact on the roots system. A mixture of trees and shrubs should be planted to ensure an appropriate contiguous buffer of vegetation.

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Planting Schedule

<u>BOTANICAL NAME</u>	<u>FORM</u>
<u>Eucalyptus cladocalyx</u>	<u>Tree</u>
<u>Eucalyptus varraensis</u>	<u>Tree</u>
<u>Eucalyptus tereticornis subsp. mediana</u>	<u>Tree</u>
<u>Tristaniopsis laurina 'Luscious'</u>	<u>Tree</u>
<u>Acmena smithii 'Sublime'</u>	<u>Tree</u>
<u>Waterhousea floribunda 'Sweeper'</u>	<u>Tree</u>
<u>Correa alba " Coastal Pink"</u>	<u>Shrub</u>
<u>Westringia hybrid ' Naringa'</u>	<u>Shrub</u>
<u>Callistemon viminalis ' Flora Burst'</u>	<u>Shrub</u>
<u>Callistemon viminalis ' Macathur'</u>	<u>Shrub</u>
<u>Westringia hybrid ' Aussie Box '</u>	<u>Low Shrub</u>
<u>Westringia ' Grey Box '</u>	<u>Low Shrub</u>
<u>Rhagodia spinescens ' Aussie Flat Bush '</u>	<u>Low Shrub</u>
<u>Grevillea rosemarinifolia ' Crimson Villea'</u>	<u>Low Shrub</u>
<u>Lomandra longifolia ' Great White '</u>	<u>Low Shrub</u>



NOTICE OF PURCHASER

Residential GST Withholding Payment Notification

Section 14-255 of the Taxation Administration Act 1953

Vendor: Jamie Lawrence Busuttil and Brooke Jane McDougall

Property: 5 Parkview Boulevard, Morwell VIC 3840

The Purchaser is not required to make a payment under section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cwlth) in relation to the supply of the above property.

The above property is either an existing Residential Premises or Commercial Residential Premises and therefore the purchaser is not to withhold GST.

Christine Ferguson – **Hilltop Conveyancing Services**

For and on behalf of the vendors

Christine Ferguson | Licensed Conveyancer | Member AICVIC
14B Hotham Street, Traralgon VIC 3844
Ph: 03 5175 0773 | Mob: 0409 746 954
| E: christine@hilltopconveyancing.com.au
Lic. No. 000888L | ABN: 82 655 343 411



LAND INFORMATION CERTIFICATE

In accordance with Section 229 of The Local Government Act 1989



LANDATA
DX 250639
MELBOURNE VIC

Latrobe City ABN 92 472 314 133
TTY (NRS) 133 677
AUSDOC DX2 17733 Morwell
PO Box 264 MORWELL 3840
latrobe@latrobe.vic.gov.au

1300 367 700 LATROBE.VIC.GOV.AU

Assessment Number: 75953-0
Applicant's Reference: 81659556-001-6
Issue Date : 24-Aug-2026
Property Address: 5 Parkview Boulevard
MORWELL VIC 3840
Property Description: L 118 PS 843673
Property Title: CT-12335/790
AVPCC: 110 Detached Home
Area: 710M2
Ward: Yallourn
Owner: Mr J L Busuttil and Ms B J McDougall

Statement of Rates & Charges for the Year Ending 30-Jun-2027.

Interest will be charged on each outstanding instalment, if not paid by the due date.

PLEASE NOTE:

- This certificate is valid for a period of 3 months from issue date. No confirmation, variations or updates will be given after this expiration. Another certificate must be obtained after 22-Nov-2026.
- Confirmation and variations will only be provided in writing. You must contact the Rates Team via email proprates@latrobe.vic.gov.au no earlier than 5 business days but no later than 1 business day prior to settlement of this property.
- Settlement update requests will not be responded to if requested more than 5 business days prior to settlement.
- Latrobe City Council will not provide settlement update information verbally.
- Outstanding rates and charges for this account must be paid in full at settlement.
- **If this certificate or any subsequent update shows a credit balance, or advised that this property is not yet separately rated, you MUST submit a copy of the Statement of Adjustments to Latrobe City Council upon settlement, or when submitting your Notice of Acquisition.**

Rates & Charges:

Arrears Legal Fees	\$	0.00
Other Arrears B/forward	\$	0.00
General Rates	\$	1,980.70
Garbage Charge	\$	550.00
Municipal Charge	\$	159.00
Emergency Services and Volunteers Fund Levy	\$	256.65
Current Interest	\$	0.00
Rebates	\$	0.00
Arrears Interest	\$	0.00
Special Rates & Charges	\$	0.00
Legal Fees	\$	0.00
Less Cash Paid	\$	0.00
Total Amount Due	\$	2,946.35

Assessment Number: 75953-0
Applicants' Ref.: 81659556-001-6
Date: 24-Aug-2026
Property Address: 5 Parkview Boulevard
MORWELL VIC 3840

Property Valuations:

Description		Values	Level of Value Date	Operational Date
CAPITAL IMPROVED VALUE	\$	680,000	01-Jan-2026	01-Jul-2026
SITE VALUE	\$	242,500	01-Jan-2026	
NET ANNUAL VALUE	\$	34,000	01-Jan-2026	

OTHER INFORMATION:

1. There ARE NO notices or orders on the land that have been served by Latrobe City Council under the Local Government Act 2020, Local Government Act 1989, Local Government Act 1958, or under a local law of the Council, which have a continuing application at the date of the Certificate, details being (if any):
2. There IS NO money owed for works under the Local Government Act 2020, the Local Government Act 1989 or the Local Government Act 1958.
3. There IS NO potential liability for rates in relation to the land under the Cultural and Recreational Lands Act 1963.
4. There IS NO potential liability for the land to become rateable under section 173 or 174A of the Local Government Act 1989.
5. There IS NO money owed in relation to the land under section 94(5) of the Electricity Industry Act 2000.
6. There IS NO outstanding amount required to be paid for recreational purposes or any transfer of land to the Council for recreational purposes under section 18 of the Subdivision Act 1988 or the Local Government Act 1958.
7. There IS NO money owed under section 119 of the Local Government Act 2020.
8. There IS NO environmental upgrade charge in relation to the land which is owed under section 181C of the Local Government Act 1989.
9. There ARE NO health notices or orders issued by Latrobe City Council associated with this property.

PLEASE NOTE:

This certificate provides information regarding Valuation, Rates, Charges, other money owing and any orders and notices made under the Local Government Act 2020, the Local Government Act 1989, the Local Government Act 1958 or under a local law of the Council.

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.

I hereby certify that as at the date of issue, the information given in this certificate is a correct disclosure of the rates, charges, interest and other monies payable to the Latrobe City Council together with any Notices pursuant to the Local Government Act 2020, Local Government Act 1989, local laws or any other legislation.



Authorised Officer



Biller Code: 6072
Ref: 759530

Pay 24 hours a day by phone or internet, direct from your bank account.

24 August 2026

Applicant Reference:
Reference:81659557-001-5
02009659-03

Landata

Secure Electronic Registries Vic (SERV) Locked Bag
MELBOURNE VIC 3001

Thank you for requesting a Gippsland Water Information Statement. We are pleased to provide you with an Information Statement for the below property.

Applicant: Landata
Property Address: 5 Parkview Blv Morwell Vic 3840
Certificate No: 177979

Please find enclosed:

- Section 158 Statement
- Financial Statement
- Important Information
- Asset Plan (if available)

If you have any questions relating to this Information Statement please phone Gippsland Water on 1800 050 500 or email us at infostats@gippswater.com.au.

Online updates are available, please visit our website www.gippswater.com.au to register for our Solicitor Updates Online service.

Yours sincerely



Nigel Gerreyn
MANAGER PROPERTY SERVICES

Section 158 Statement*(Water Act 1989)*

Date of Issue:	24/08/2026	Applicant Reference:	81659557-001-5
Certificate No:	177979	Reference:	02009659-03
Property Address:	5 Parkview Blv Morwell Vic 3840		
Property Details:	Lot 118 Plan PS843673		
Settlement Date:	31/10/2026		

The following items relate to Section 158 of the *Water Act 1989*:

- ⇒ Vendor will be liable for any water/wastewater volumetric charges from last bill to settlement date.
- ⇒ This certificate has been produced for Sales Purposes only. Notification of sale particulars must be supplied two (2) working days prior to settlement to enable a final water meter reading to be scheduled, however a final meter reading will not be provided if the certificate is produced for Sale of Business purposes only.

Protection of Gippsland Water Assets:

It is possible that this property has water or sewerage infrastructure located on it. Please refer to the attached plan. Unless prior written consent has been obtained from Gippsland Water, the *Water Act 1989* PROHIBITS:

1. The erection and / or placement of any structure (including but not limited to building, wall, fence, driveway, machinery, embankment) or the removal or addition of filling, over an easement or within one metre laterally of Gippsland Water's water supply and sewerage assets.
2. The connection to, or interference with, any Gippsland Water water supply or sewerage asset.

Gippsland Water may require removal of any trees which may be, in the view of Gippsland Water, invasive to its water supply and sewerage assets. The guide *Planting the Right Trees* is available on the Gippsland Water website.

For additional information, please contact Gippsland Water on 1800 050 500.

Financial Statement

Date of Issue: 24/08/2026
Certificate No: 177979
Applicant Reference: 81659557-001-5
Reference: 02009659-03
Property Address: 5 Parkview Blv Morwell Vic 3840
Property Details: Lot 118 Plan PS843673
Settlement Date: 31/10/2026

Gippsland Water billing periods: 01 Jul to 31 Oct, 01 Nov to 28 Feb and 01 Mar to 30 June

Charges levied for billing period: 01 Jul to 31 Oct

Financial Information:

Brought Forward Balance	0.00
Sewer Scheme Charges	0.00

Adjustable Charges:

Water Service Charges	66.53
Wastewater Service Charges	305.72
Fire Service Charges	0.00
Commercial Trade Waste Charges	0.00

Non Adjustable Charges:

Wastewater Volumetric Charges	0.00
Notional / Usage Charges	129.58
Miscellaneous / Adjustments / Credits	0.00
Interest	0.00

Total Outstanding	501.83
--------------------------	---------------

(Please note: CR denotes a credit)



Billers Code: 3475

REF: 3680 0002 0096 5903 0

Pay by savings or credit card



Gippsland Water Authorised Officer:

Date: 24 August 2026



Solicitors
Updates Online
Tool

Gippsland Water has launched a tool to enable you to get your financial updates online

REGISTER TODAY

<https://www.gippswater.com.au/developers/property-connections/solicitor-updates-online>

Important Information

Gippsland Water bill period:

Gippsland Water bills three times per year, for billing periods: 01/07 to 31/10, 01/11 to 28/02 and 01/03 to 30/06.

Gippsland Water tariffs:

Gippsland Water tariffs are reviewed annually and applied as of 01 July. Please ensure you obtain a financial update prior to settlement.

Adjustable and non adjustable charges:

Charges listed under the adjustable charges section are fixed service charges that are applicable to the property e.g. water availability charges. Charges listed under the non adjustable section are applicable to the customer e.g. notional/usage charges, these charges do not need to be adjusted. Interest may continue to accrue after this statement has been generated.

Do not adjust on any credit balances as any credit remaining after settlement will remain with the vendor.

Payment of Gippsland Water accounts:

Gippsland Water requires payment of any outstanding charges within 10 working days of settlement occurring. Any unpaid charges will become the responsibility of the new property owner. Enquiries relating to the unpaid charges will be referred to the purchaser's solicitor or conveyancer.

Financial updates:

It is important to obtain a financial update within 10 days of settlement. Balances may change throughout the bill period and any unpaid charges may be transferred to the purchaser at settlement. Updates can be obtained online through the solicitor updates online

<https://www.gippswater.com.au/developers/property-connections/solicitor-updates-online>.

Notice of property transfer:

Gippsland Water requires notice of property transfer to be received within 10 working days of settlement taking place. Where Gippsland Water has not received notice of a property transfer, the payment of accounts remains the responsibility of the vendor. Notices of property transfer are to be emailed to propertytransfers@gippswater.com.au

Validity of the Information Statement:

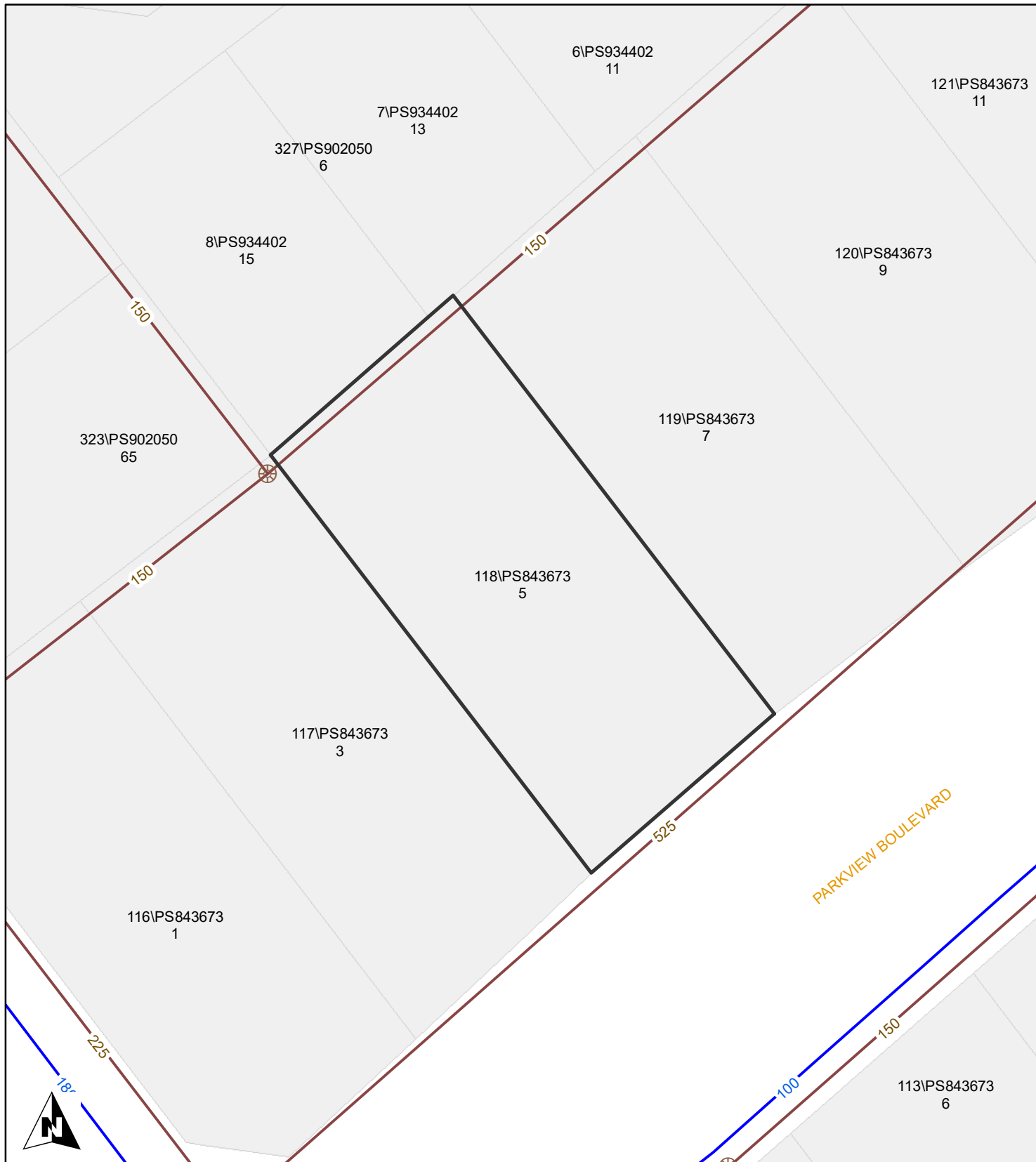
This Information Statement will be valid only to the end of the next billing period after the date of issue of this Information Statement.

Automatic eBilling Registration for new customers

Gippsland Water will automatically register our customers for electronic billing upon the creation of their account. Customers can switch to receiving paper bills by post at any time. Refer to our eBilling terms and conditions for more information: www.gippswater.com.au/digital-billing-terms-conditions. We will not disclose personal information to any external parties without consent, unless required or authorised by law. Refer to our privacy policy which sets out how and why we collect, use and disclose your personal information:

www.gippswater.com.au/legal/privacy-policy

You can request a printed version of the eBilling Terms and Conditions and/or Privacy by emailing us at contactus@gippswater.com.au or call us on 1800 050 500.



Gippsland Water Asset Plan

5 Parkview Blv Morwell

Information Statement No: 177979

Date Issued: 24/08/2026



Water Pipes

- Reticulation
- Distribution
- Transfer

Sewer Pipes

- Gravity
- Pressure
- Rising Main

House Discharge Line

- House Discharge Line

 Maintenance Point

 Manhole

 Pipe End

 Collection Tank

Disclaimer: Gippsland Water does not quarentee or make any representation or warrant the accuracy, scale or completeness of information inthis product. Any person relying upon such information does so on the basis that Gippsland Water shall bear no responsibility or liability for loss, damage or injury arising from any error, fault, defect, or omission in the information. Any persons using this information should make their own site investigation and accommodate their works accordingly.

PROPERTY REPORT

Created at 24 August 2026 10:59 AM

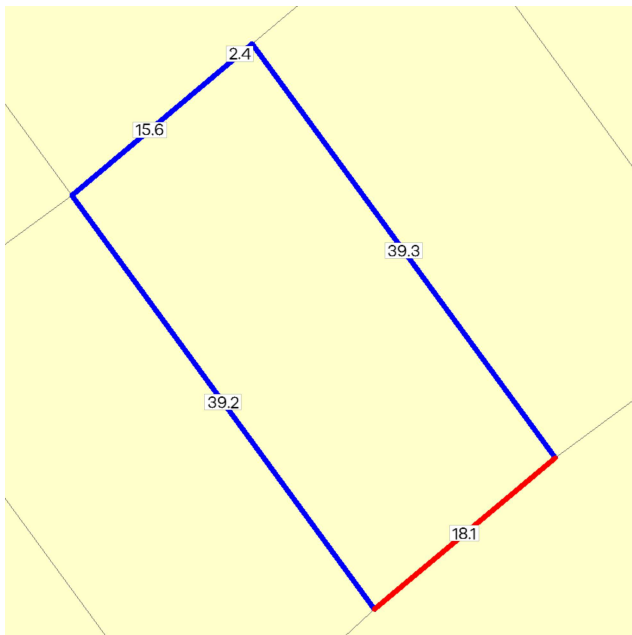
PROPERTY DETAILS

Address: **5 PARKVIEW BOULEVARD MORWELL 3840**
Lot and Plan Number: **Lot 118 PS843673**
Standard Parcel Identifier (SPI): **118\PS843673**
Local Government Area (Council): **LATROBE**
Council Property Number: **61016**
Directory Reference: **Vicroads 698 J5**

www.latrobe.vic.gov.au

SITE DIMENSIONS

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



Area: 706 sq. m

Perimeter: 115 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**
Urban Water Corporation: **Gippsland Water**
Melbourne Water: **Outside drainage boundary**
Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**
Legislative Assembly: **MORWELL**

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.

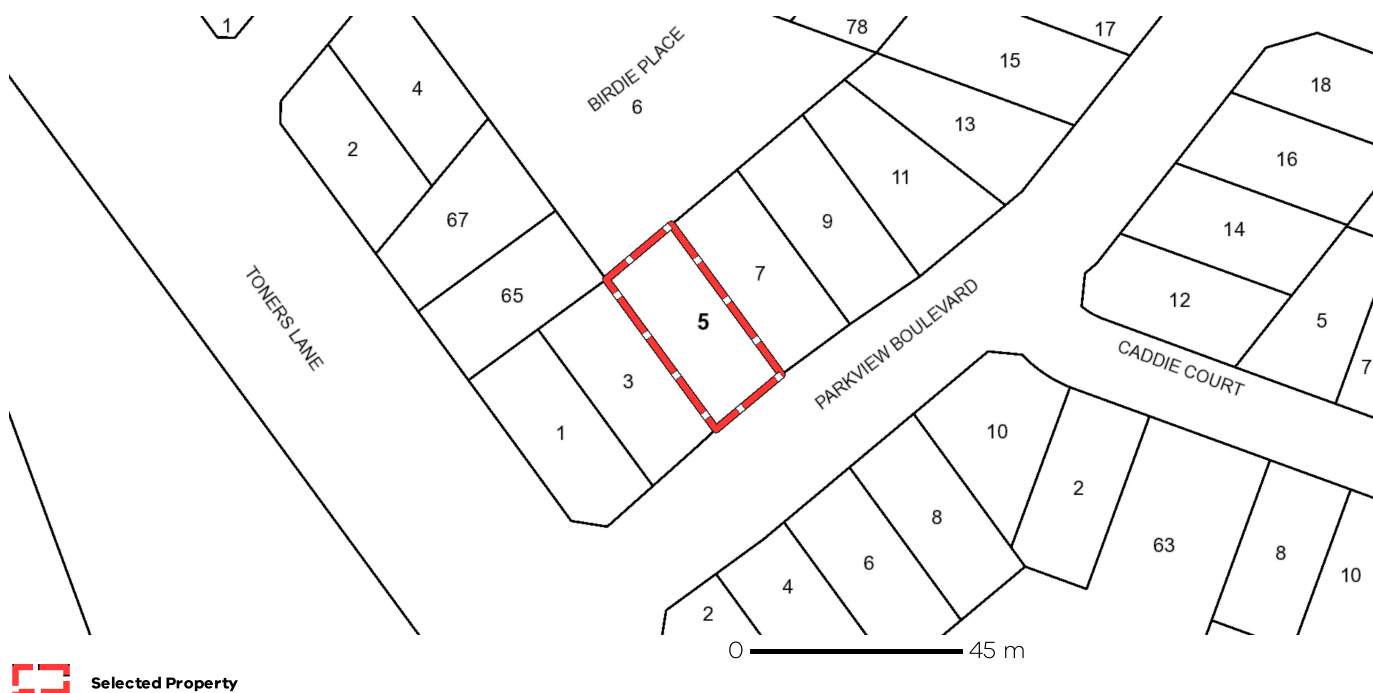
The Planning Property Report for this property can found here - [Planning Property Report](#)

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

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 24 August 2026 10:59 AM

PROPERTY DETAILS

Address: **5 PARKVIEW BOULEVARD MORWELL 3840**
Lot and Plan Number: **Lot 118 PS843673**
Standard Parcel Identifier (SPI): **118\PS843673**
Local Government Area (Council): **LATROBE**
Council Property Number: **61016**
Planning Scheme: **Latrobe**
Directory Reference: **Vicroads 698 J5**

www.latrobe.vic.gov.au

[Planning Scheme - Latrobe](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Urban Water Corporation: **Gippsland Water**
Melbourne Water: **Outside drainage boundary**
Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**
Legislative Assembly: **MORWELL**
OTHER
Registered Aboriginal Party: **Gunaikurnai Land and Waters
Aboriginal Corporation**
Fire Authority: **Fire Rescue Victoria & Country
Fire Authority**

[View location in VicPlan](#)

Planning Zones

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

[GENERAL RESIDENTIAL ZONE - SCHEDULE 3 \(GRZ3\)](#)



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

Planning Overlays

[DEVELOPMENT PLAN OVERLAY \(DPO\)](#)

[DEVELOPMENT PLAN OVERLAY - SCHEDULE 5 \(DPO5\)](#)



DPO - Development Plan Overlay

Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[ENVIRONMENTAL SIGNIFICANCE OVERLAY \(ESO\)](#)

[HERITAGE OVERLAY \(HO\)](#)



ESO - Environmental Significance Overlay

HO - Heritage Overlay

Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

Further Planning Information

Planning scheme data last updated on 20 August 2026.

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.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>.

Native Vegetation

Native plants that are indigenous to Victoria and important for biodiversity might be present on this property. This could include trees, shrubs, herbs, grasses or aquatic plants. There are a range of regulations that may apply including need to obtain a planning permit under Clause 52.17 of the local planning scheme. For more information see [Native Vegetation \(Clause 52.17\)](#) with local variations in [Native Vegetation \(Clause 52.17\) Schedule](#)

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Regulations Map (NVR Map) <https://mapshare.vic.gov.au/nvr/> and [Native vegetation \(environment.vic.gov.au\)](https://www.environment.vic.gov.au) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit [NatureKit \(environment.vic.gov.au\)](https://www.environment.vic.gov.au)

DATED

2026

JAMIE LAWRENCE BUSUTTIL AND BROOKE JANE MCDOUGALL

VENDOR STATEMENT

Property: 5 Parkview Boulevard, Morwell VIC 3840

Hilltop Conveyancing Services
Licensed Conveyancer
14B Hotham Street
TRARALGON VIC 3844

Tel: 03 5175 0773

Ref: CF:AC:26338



Section 32 - 5 Parkview Boulevard Morwell VIC

Final Audit Report

2026-08-24

Created:	2026-08-24
By:	Christine Ferguson (sarah@hilltopconveyancing.com.au)
Status:	Signed
Transaction ID:	CBJCHBCAABAA8kB-NYy8yDEhGCELiWJtZ9YNpqt-1oG8

"Section 32 - 5 Parkview Boulevard Morwell VIC" History

-  Document created by Christine Ferguson (sarah@hilltopconveyancing.com.au)
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-  Document emailed to jamie.busuttil@hotmail.com for signature
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-  Email viewed by jamie.busuttil@hotmail.com
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-  Signer jamie.busuttil@hotmail.com entered name at signing as Jamie Busuttil
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