

DATED

2025

SAM SEVILGEN

to

CONTRACT OF SALE OF REAL ESTATE

Property: 10 Noble Road, Rockbank VIC 3335



**MEADOW HEIGHTS
CONVEYANCING
SERVICES**

**Meadow Heights Conveyancing Services
Licensed Conveyancers**

Level 2, Suite 206, 1510 Pascoe Vale Road
COOLAROO VIC 3048

Tel: 03 9308 0024

Fax: 03 9308 0050

Ref: SA:15623

Contract of Sale of Real Estate*

Part 1 of the form of contract published by the Law Institute of Victoria Limited and The Real Estate Institute of Victoria Ltd

Property address **10 NOBLE ROAD, ROCKBANK VIC 3335**

The vendor agrees to sell and the purchaser agrees to buy the property, being the land and the goods, for the price and on the terms set out in this contract.

The terms of this contract are contained in the -

- particulars of sale; and
- special conditions, if any; and
- general conditions

in that order of priority.

SIGNING OF THIS CONTRACT

WARNING: THIS IS A LEGALLY BINDING AGREEMENT. YOU SHOULD READ THIS CONTRACT BEFORE SIGNING IT.

Purchasers should ensure that, prior to signing this contract, they have received –

- a copy of the section 32 statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act; and
- a copy of the full terms of this contract.

The authority of a person signing -

- under power of attorney; or
- as director of a corporation; or
- as agent authorised in writing by one of the parties - must be noted beneath the signature.

Any person whose signature is secured by an estate agent acknowledges being given by the agent at the time of signing a copy of the terms of this contract.

SIGNED BY THE PURCHASER:

..... on/...../2025

Print names(s) of person(s) signing:

State nature of authority, if applicable:

This offer will lapse unless accepted within [] clear business days (3 clear business days if none specified)

SIGNED BY THE VENDOR:

..... on/...../2025

Print name(s) of person(s) signing: **Sam Sevilgen**

State nature of authority, if applicable:

The **DAY OF SALE** is the date by which both parties have signed this contract.

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period (Section 31 of the *Sale of Land Act 1962*)

You may end this contract within 3 clear business days of the day that you sign the contract if none of the exceptions listed below applies to you.

You must either give the vendor or the vendor's agent **written** notice that you are ending the contract or leave the notice at the address of the vendor or the vendor's agent to end this contract within this time in accordance with this cooling-off provision.

You are entitled to a refund of all the money you paid EXCEPT for \$100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.

EXCEPTIONS: The 3-day cooling-off period does not apply if:

- you bought the property at or within 3 clear business days **before or after** a publicly advertised auction;
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor have previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

*This contract is approved by the Law Institute of Victoria Limited, a professional association within the meaning of the *Legal Profession Act 2004*, under section 53A of the *Estate Agents Act 1980*.

Particulars of sale

Vendor's estate agent

Name:	Everywhere Real Estate			
Address:				
Email:	archi@everywherere.com.au			
Tel:	PH:	Mob: 0424 786 708	Fax:	Ref:

Vendor

Name:	Sam Sevilgen
Address:	
ABN/ACN:	
Email:	

Vendor's legal practitioner or conveyancer

Name:	MEADOW HEIGHTS CONVEYANCING SERVICES			
Address:	Level 2, Suite 206, 1510 Pascoe Vale Road, Coolaroo VIC 3048			
Email:	info@mhconveyancing.com.au			
Tel:	03 9308 0024	Mob:	Fax: 03 9308 0050	Ref: SA:15623

Purchaser

Name:	
Address:	
ABN/ACN:	
Email:	

Purchaser's legal practitioner or conveyancer

Name:				
Address:				
Email:				
Tel:		Fax:	DX:	Ref:

Land (general conditions 3 and 9)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 12093 Folio 318	457	PS 811334X

OR

described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement, as attached to the section 32 statement if no title or plan references are recorded in the table above or as described in the section 32 statement if the land is general law land.

The land includes all improvements and fixtures.

Property address

The address of the land is: **10 NOBLE ROAD, ROCKBANK VIC 3335**

Goods sold with the land (general condition 2.3(f)) (list or attach schedule)

-All fixtures and fittings as inspected.

Payment (general condition 11)

Price	\$			
Deposit	\$	10% by	(of which \$	has been paid)
Balance	\$	payable at settlement		

GST (general condition 13)

The price includes GST (if any) unless the words '**plus GST**' appear in this box

If this sale is a sale of land on which a 'farming business' is carried on which the parties consider meets requirements of section 38-480 of the GST Act or of a 'going concern' then add the words '**farming business**' or '**going concern**' in this box

If the margin scheme will be used to calculate GST then add the words '**margin scheme**' in this box

Settlement (general condition 10)

is due on

unless the land is a lot on an unregistered plan of subdivision, in which case settlement is due on the later of:

- the above date; or
- 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

Lease (general condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box in which case refer to general condition 1.1.

If '**subject to lease**' then particulars of the lease are*:

(*only complete the one that applies. Check tenancy agreement/lease **before** completing details)

- *residential tenancy agreement for a fixed term ending on _____
OR
- *periodic residential tenancy agreement determinable by notice
OR
- *lease for a term ending on _____ with _____ options to renew, each of _____ years.

Terms contract (general condition 23)

If this contract is intended to be a terms contract within the meaning of the *Sale of Land Act* 1962 then add the words '**terms contract**' in this box and refer to general condition 23 and add any further provisions by way of special conditions.

Loan (general condition 14)

The following details apply if this contract is subject to a loan being approved.

Lender:

Loan amount:

Approval date:

This contract does not include any special conditions unless the words '**special conditions**' appear in this box

special conditions

Special Conditions

A SPECIAL CONDITION OPERATES IF THE BOX NEXT TO IT IS CHECKED OR THE PARTIES OTHERWISE AGREE IN WRITING.

Instructions: *It is recommended that when adding further special conditions:*

- *each special condition is numbered;*
 - *the parties initial each page containing special conditions;*
 - *a line is drawn through any blank space remaining on this page; and*
 - *attach additional pages if there is not enough space.*
-



Special condition 1 – Payment

General condition 11 is replaced with the following:

11. PAYMENT

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 Payments may be made or tendered:
- (a) up to \$1,000 in cash; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 11.5 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.
- 11.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 11.7 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 11.8 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 11.9 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 11.10 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.



Special condition 2 – Acceptance of title

General condition 12.4 is added:

- 12.4 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

Special condition 3 – Tax invoice

General condition 13.3 is replaced with the following:

- 13.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and:
- (a) the price includes GST; or
 - (b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is “plus GST” or under general condition 13.1(a), (b) or (c)),
- the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST, until a tax invoice has been provided.

Special condition 4 – Adjustments

General condition 15.3 is added:

- 15.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 15, if requested by the vendor.

Special condition 5 - Foreign resident capital gains withholding

General condition 15A is added:

15A. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 15A.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.
- 15A.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 15A.3 This general condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* (“the amount”) because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 15A.4 The amount is to be deducted from the vendor’s entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 15A.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer (“representative”) to conduct all the legal aspects of settlement, including the performance of the purchaser’s obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 15A.6 The terms of the representative’s engagement are taken to include instructions to have regard to the vendor’s interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 15A.7 The representative is taken to have complied with the requirements of general condition 15A.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 15A.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 15A.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser’s obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 15A.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.



Special condition 5A – GST withholding

[Note: the box should be checked if the property sold is or may be new residential premises or potential residential land, whether or not falling within the parameters of section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cth)]

General condition 15B is added:

15B. GST WITHHOLDING

- 15B.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 15B.2 This general condition 15B applies if the purchaser is required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 15B is to be taken as relieving the vendor from compliance with section 14-255.
- 15B.3 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 15B.4 The purchaser must:
- engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - ensure that the representative does so.
- 15B.5 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - otherwise comply, or ensure compliance, with this general condition;
- despite:
- any contrary instructions, other than from both the purchaser and the vendor; and
 - any other provision in this contract to the contrary.
- 15B.6 The representative is taken to have complied with requirements of general condition 15B.5 if:
- settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 15B.7 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- so agreed by the vendor in writing; and
 - the settlement is not conducted through an electronic settlement system described in general condition 15B.6.
- However, if the purchaser gives the bank cheque in accordance with this general condition 15B.7, the vendor must:
- immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 15B.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 14 days before the due date for settlement.
- 15B.9 A party must provide the other party with such information as the other party requires to:
- decide if an amount is required to be paid or the quantum of it, or
 - comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 15B.10 The vendor warrants that:
- at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or

- (b) fails to give a written notice as required by and within the time specified in section 14-255 ; and the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.

- 15B.11 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from the vendor's failure, including breach of a warranty in general condition 15B.10; or
 - (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.
- 15B.12 This general condition will not merge on settlement.

Special condition 6 – Service

General condition 17 is replaced with the following:

17. SERVICE

- 17.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 17.2 A document being a cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 14.2 (ending the contract if the loan is not approved) may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 17.3 A document is sufficiently served:
- (a) personally, or
 - (b) by pre-paid post, or
 - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.
- 17.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 17.5 The expression 'document' includes 'demand' and 'notice', and 'service' includes 'give' in this contract.

Special condition 7 – Notices

General condition 21 is replaced with the following:

21. NOTICES

- 21.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoing.
- 21.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoing.
- 21.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

Special condition 8 – Electronic conveyancing

- 8.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*. The parties may subsequently agree in writing that this special condition 8 applies even if the box next to it is not checked. This special condition 8 has priority over any other provision to the extent of any inconsistency.
- 8.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. Special condition 8 ceases to apply from when such a notice is given.
- 8.3 Each party must:

- (a) be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*, and
 - (c) conduct the transaction in accordance with the *Electronic Conveyancing National Law*.
- 8.4 The vendor must open the Electronic Workspace (“workspace”) as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 8.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 8.6 Settlement occurs when the workspace records that:
- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.
- 8.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 8.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 8.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 8.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes (“keys”) to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser’s nominee on notification of settlement by the vendor, the vendor’s subscriber or the Electronic Network Operator;
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor’s subscriber or, if there is no vendor’s subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor’s address set out in the contract, and
- give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser’s nominee on notification by the Electronic Network Operator of settlement.
- 8.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.



Special condition 9 – Deposit bond

- 9.1 In this special condition:
- (a) “deposit bond” means an irrevocable undertaking by an issuer in a form satisfactory to the vendor to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The deposit bond must have an expiry date at least 30 days after the agreed date for settlement.
 - (b) “issuer” means an entity regulated by the Australian Prudential Regulatory Authority or the Reserve Bank of New Zealand;
- 9.2 The purchaser may deliver a deposit bond to the vendor’s estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 9.3 The purchaser may at least 30 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 9.4 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor’s legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 30 days before the deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 9.5 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under special condition 9.4 to the extent of the payment.
- 9.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in special condition 9.5.
- 9.7 This special condition is subject to general condition 11.2.

Special condition 10 – Bank guarantee

- 10.1 In this special condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 10.2 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 10.3 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 30 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 10.4 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with special condition 10.3.
- 10.5 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under special condition 10.3 to the extent of the payment.
- 10.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in special condition 10.5.
- 10.7 This special condition is subject to general condition 11.2.

Special condition 11 – Building report

- 11.1 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a registered building practitioner which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 11.2 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.
- 11.3 A notice under this special condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 11.4 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

Special condition 12 – Pest report

- 12.1 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 12.2 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.
- 12.3 A notice under this special condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 12.4 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

Additional Special Conditions

13. Auction (if applicable)

The property is offered for sale by public auction, subject to the vendor's reserve price. The Rules for the conduct of the auction shall be as set out in Schedules of the Sale of Land Regulations 2005 or any rules prescribed by regulation which may modify or replace those Rules (These rules may be obtained from your Real Estate Agent).

14. Guarantee.

General Condition 20 is added to as follows; If the Purchaser is a proprietary limited company then the Directors of the Company must complete and sign a Guarantee and Indemnity in the form attached to this Contract at the time of signing the Contract or within 7 days of being required to do so by the Vendor. This is an essential term of the Contract.

15. Purchaser's Default

The purchaser hereby agrees and acknowledges that should the purchaser be in default under this Contract then it shall reimburse the vendor for all reasonably foreseeable losses damages or expenses, including but not limited to:

- (a) additional fees incurred in advising the vendor of the purchasers inability to settle, advice regarding vendors rights to penalty interest and rescission, communications with purchasers representative and such other attendances as may be required, such fees to be in the sum of \$275.00; and
- (b) further additional fees of \$795.00 should a Notice of Default be served on the purchaser.

16. Representations

The Purchaser acknowledges that:

- (a) No information, representation, comment, opinion or warranty by the Vendor or the Vendor's agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser and no information, representation, comment, opinion or warranty has in fact been so relied upon;
- (b) There are no conditions, warranties or other terms affecting this sale other than those embodied herein.

17. Scheduled PEXA Settlement Times

On the scheduled day of settlement, should settlement not take place on the exact scheduled time, without any valid reason provided, which causes the roll over/delay of settlement time then the purchaser will be liable to pay a fee of \$195.00 to the vendor solicitor/conveyancer.

18. Identity of Land

The Purchaser admits that the land as offered for sale and inspected by him is identical with that described in the title particulars given above. He shall not make any requisitions or claim any compensation for any alleged misdescription of the land or deficiency in its area or measurements or call upon the Vendor to amend the title or to bear all or any part of the costs of doing so.

19. Planning Restriction

The Purchaser buys subject to any restrictions imposed by and to the provisions of the relevant Planning Scheme and any other Town Planning Act Scheme, Interim Development Order, By-Law or regulation.

20. Acknowledgement

- 20.1. The Purchaser acknowledges and declares that it has purchased the property as a result of the Purchaser's own inspection and inquiry and that the Purchaser does not rely on any representation or warranty of any nature made by or on behalf of the Vendor or its Agents or its Consultants.
- 20.2. Without detracting from the generality of the preceding sub-clause, the Purchaser acknowledges that the Purchaser shall not be entitled to make any objection, requisition or claim for compensation whatsoever in respect of the state of repair and condition of the building or any items located within the building.
- 20.3. The Purchaser acknowledges that the Vendor does not give any warranty or make any representation as to the nature or force or effect or validity of any Town Planning Permit or current use of the land and the Purchaser did not enter into this contract in reliance upon any such warranty or representation given or made either by the Vendor or by any other person acting or appearing to act in behalf of the Vendor and shall not make any requisition in regard to any of the above.

21. Whole Agreement

The covenants provisions terms and agreements contained herein expressly or by statutory implication cover and comprise the whole of the agreement between the parties and the parties expressly agree and declare that no further or other covenants agreements provisions or terms should be deemed to be implied herein or to arise between the parties by way of collateral or other agreement by reason of any promise representation warranty or undertaking given or made by either party to the other on or before the execution hereof and the existence of any such implication or collateral or other agreement is hereby expressly negated.

22. Indemnity

The Purchaser shall indemnify and save harmless and keep indemnified the Vendor against all claims, demands, proceedings, judgments, damages, costs and losses of any nature whatsoever which the Vendor may suffer, sustain or incur in connection with or relating to any liability, claim, action, demand, suit or proceedings however arising made or incurred on or subsequent to the settlement date or from events or occurrences happening or arising on or subsequent to the settlement date out of or in respect of the property or any act, matter or thing occurring thereon or by which the Purchaser may become liable in any way unless the same and to the extent that the same be caused or contributed to by the Vendor.

23. Chattels

The Purchaser acknowledges that the only chattels sold with the property or in any way included in this transaction are those chattels listed in the Particulars of Sale.

The Purchaser accepts that all fixed appliance as inspected may not be in normal working condition and it is not the Vendor's responsibility to convert those appliances to working condition or to maintain in working condition at or prior to settlement.

24. Improvements

- 24.1 The Vendor makes no representations that the improvements on the land sold or any alterations or additions thereof comply with the Victorian Building Regulations or the requirements of the local municipal council or any other authority.
- 24.2 The Purchaser shall not make any requisitions or claim any compensation in respect of any non-compliance with the Regulations and shall not call upon the Vendor to bear all or any part of the cost complying with the Regulations.

25. Foreign Investment Policy

- (a) In the event that the Purchaser is a foreign resident or a non-resident of Australia or is otherwise required to obtain approval to enter into this Contract the Purchaser hereby warrants that it has where required by law obtained the approval of the Treasurer of the Commonwealth and of the Reserve Bank of Australia in relation to any funding or in the case of the Treasurer has received a statement of non-objection by the Treasurer or submits herewith evidence that the Treasurer has ceased to be empowered to make an order under Part II of the Foreign Acquisitions and Takeovers Act 1975.
- (b) The Purchaser further acknowledges that in the event that this warranty is untrue in any respect the Purchaser hereby indemnifies the Vendor against any loss which the Vendor suffers as a

result of the Vendor having relied on this warranty when entering into this contract including any consequential loss.

26. Planning Permit (If applicable)

The purchaser buys subject to any restrictions imposed by, under or pursuant to the provisions of the State, Regional or Local Planning Scheme or any other planning instrument, Permit Statute, Development Plan Overlay, Design and Development Overlay or subordinate legislation and without limiting the generality of the foregoing the provisions and conditions of any Planning Permit obtained or to be obtained by the Vendor in relation to the Subdivision and use of the land sold and without restricting the generality of the foregoing terms and conditions of any Agreement/s under Section 173 of the Planning and Environment Act 1987 required to be entered into by the Vendors

27. Plan of Subdivision (if applicable)

- (a) This Contract is subject to the registration of the attached Plan of Subdivision being registered.
- (b) If the Plan has not been registered by the Registrar of Titles within eighteen (18) months from the date of this contract, then either the Vendor or the Purchaser may by written notice to the other prior to the Plan being so registered rescind this Contract and all moneys paid hereunder shall be refunded to the Purchaser without deduction.
- (c)
 - (i) Plans of works intended to affect the natural surface levels of the Land comprised in the Plan and the abutting land are annexed to this contract (if applicable).
 - (ii) The Vendor reserves the right to alter the natural surface levels of the Land at any time after the Day of Sale. The Vendor shall notify the Purchaser as soon as practicable of any changes to the works.
 - (iii) The Purchaser hereby accepts and agrees to the Vendor carrying out works to the Land and/or surrounding land as required by a Municipality or public authority or to make the Land and the surrounding land presentable. The Purchaser shall not make any requisition, objection or claim or take any action against the Vendor relating to the quality or condition of the Land (and its soil), or any change, alteration or modification thereto occurring between the Purchaser's first inspection of the Land and the Settlement Date.
 - (iv) The Purchaser shall not make any requisition, objection, demand or claim against the Vendor in any way arising out of or relating to any ground filling which may be on the Land at the Settlement Date.
- (d) Until such time as the Plan has been registered by the Registrar of Titles the Purchaser shall not lodge or cause or permit to be lodged on the Purchaser's behalf any Caveat in respect of the Purchaser's interest in the Land and the Purchaser shall indemnify and keep indemnified the Vendor against any loss or damage which the Vendor may incur or suffer as a consequence of any breach by the Purchaser of this provision.
- (e)
 - (i) The Vendor reserves the right to make any variation or alteration to the Plan that does not materially affect the Land or is made pursuant to the provisions of the Subdivisions Act 1988 (as amended) and without limiting the generality of the foregoing made pursuant to Section 37 of the Subdivisions Act 1988 (as amended) which is a requisite to the Plan being re-certified by the Municipal Authority (if required) or registration by the Registrar of Titles.

Section 10 (1) of the Sale of Land Act 1962 (as amended) shall not apply to this Contract in respect of the final location of any easements shown on the Plan.

28. Walls and Ceilings

The purchaser acknowledges and agrees that the property is sold in its current condition, including any holes, marks or indentations resulting from the placement and/or removal of nails, hooks, brackets, mounts or other fasteners in the walls. The purchaser shall not make any objection, requisition or claim compensation in respect of the matters contemplated in this special condition.

29. Condition of the Property

- (a) The Property and any chattels are sold in their present condition and state of repair and subject to any defects, fair wear and tear inclusive. The Purchaser acknowledges having inspected the Property and accepts it in an "as is" condition.
- (b) No failure of any buildings or improvements to comply with any planning or building legislation regulations or by-laws or any planning permit constitutes a defect in the Vendor's title or affects the validity of this Contract.
- (c) The Purchaser shall not make any objection, requisition, or claim compensation in respect of any non-compliance of the improvements or any alterations thereto with the provisions of the *Local Government Act 1989 (Vic)*, the *Building Act 1993 (Vic)* or any other Act relating to such improvements or to any requisitions made under such Acts or with the requirements of the relevant authorities.
- (d) The Purchaser accepts the Property with all existing and future planning, environmental and building controls and approvals, and in its present condition with all defects and non-compliance with any of those controls or approvals.
- (e) The Purchaser acknowledges that the decision to purchase the Property was based on the Purchaser's own investigations and that no representations were made by or on behalf of the Vendor as to the condition of the Property or any of the matters referred to in this special condition; and hereby waives any right it might otherwise have to make any requisition or enquiry in relation to any of the matters referred to in this special condition and agrees that those matters do not affect the Vendor's title to the Property.

30. Holiday Settlement Dates

The vendor and purchaser acknowledge that the vendors representative's office will be closed between 23 December 2025 and 15 January 2026. Shall any settlement date fall between 23 December 2025 to 15 January 2026 then the settlement date will take place the next business day after 15 January 2026. Both the vendor and purchaser will agree that no Default/Recession Notice will be issued on either party in this regard. Both the vendor and purchaser further agree that neither party may not make any objection, requisition or claim for compensation arising from or in connection with failure to complete settlement under this special condition.

GUARANTEE and INDEMNITY

I/We, of

 and of

being the **Sole Director / Directors** of ACN.....

(called the "Guarantors") IN CONSIDERATION of the Vendor selling to the Purchaser at our request the Land described in this Contract of Sale for the price and upon the terms and conditions contained therein **DO** for ourselves and our respective executors and administrators **JOINTLY AND SEVERALLY COVENANT** with the said Vendor and their assigns that if at any time default shall be made in payment of the Deposit Money or residue of Purchase Money or interest or any other moneys payable by the Purchaser to the Vendor under this Contract or in the performance or observance of any term or condition of this Contract to be performed or observed by the Purchaser I/we will immediately on demand by the Vendor pay to the Vendor the whole of the Deposit Money, residue of Purchase Money, interest or other moneys which shall then be due and payable to the Vendor and indemnify and agree to keep the Vendor indemnified against all loss of Deposit Money, residue of Purchase Money, interest and other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and Indemnity and shall not be released by:-

- (a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
- (b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- (c) by time given to the Purchaser for any such payment performance or observance;
- (d) by reason of the Vendor assigning his, her or their rights under the said Contract; and
- (e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

IN WITNESS whereof the parties hereto have set their hands and seals
 this day of 20.....

SIGNED SEALED AND DELIVERED by the said)	
)	
Print Name.....)
in the presence of:)	Director (Sign)
)	
Witness.....)	
SIGNED SEALED AND DELIVERED by the said)	
)	
Print Name.....)
in the presence of:)	Director (Sign)
)	
Witness)	

SALE OF LAND (PUBLIC AUCTIONS) REGULATIONS 2014

SCHEDULE 1

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.
2. The auctioneer may refuse any bid.
3. The auctioneer may determine the amount by which the bidding is to be advanced.
4. The auctioneer may withdraw the property from sale at any time.
5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.
6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.
8. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

SALE OF LAND (PUBLIC AUCTIONS) REGULATIONS 2014

SCHEDULE 5

INFORMATION CONCERNING THE CONDUCT OF PUBLIC AUCTIONS OF LAND

Meaning of vendor

The vendor is the person who is selling the property that is being auctioned. There may be more than one vendor. Where there are two or more vendors, they are selling the property as co-owners.

Bidding by co-owners

Where there are two or more vendors of the property, one or some or all of them may bid to purchase the property from their co-owners. The vendor or vendors intending to bid to purchase the property can make these bids themselves, or through a representative, but not through the auctioneer.

Vendor bids

The law of Victoria allows vendors to choose to have bids made for them by the auctioneer. If this is the case, it will be stated as the first rule applying to the auction. However, these bids cannot be made for a co-owner intending to bid to purchase the property from their co-owner or co-owners. The auctioneer can only make a vendor bid if—

- the auctioneer declares before bidding starts that the auctioneer can make bids on behalf of a vendor, and states how these bids will be made; and
- the auctioneer states when making the bid that it is a bid for the vendors. The usual way for an auctioneer to indicate that the auctioneer is making a vendor bid is to say "vendor bid" in making the bid.

What rules and conditions apply to the auction?

Different rules apply to an auction depending upon whether there are any co-owners intending to bid to purchase the property from their co-owners, and whether vendor bids can be made. The auctioneer must display the rules that apply at the auction. It is possible that a vendor may choose to have additional conditions apply at the auction. This is only allowed if those additional conditions do not conflict with the rules that apply to the auction or any other legal requirement. The additional conditions are usually contained in the contract of sale.

Copies of the rules

The law requires that a copy of the rules and conditions that are to apply to a public auction of land be made available for public inspection a reasonable time before the auction starts and in any case not less than 30 minutes before the auction starts.

Questions

A person at a public auction of land may ask the auctioneer in good faith a reasonable number of questions about the property being sold, the contract of sale, the rules under which the auction is being conducted and the conduct of the auction.

Forbidden activities at auctions

The law forbids any of the following—

- any person bidding for a vendor other than—
 - the auctioneer (who can only make bids for a vendor who does not intend to purchase the property from their co-owner or co-owners); or
 - a representative of a vendor who is a co-owner of the property wishing to purchase the property from their co-owner or co-owners;

- the auctioneer taking any bid that the auctioneer knows was made on behalf of the vendor, unless it is made by a vendor (or their representative) who is a co-owner wishing to purchase the property;
- the auctioneer acknowledging a bid if no bid was made;
 - any person asking another person to bid on behalf of the vendor, other than a vendor who is a co-owner engaging a representative to bid for them;
 - any person falsely claiming or falsely acknowledging that they made a bid;
 - an intending bidder (or a person acting on behalf of an intending bidder) harassing or interfering with other bidders at a public auction of land.

Substantial penalties apply to any person who does any of the things in this list.

Who made the bid?

At any time during a public auction of land, a person at the auction may ask the auctioneer to indicate who made a bid. Once such a request has been made, the auctioneer is obliged by law to comply with such a request before taking another bid.

It is an offence to disrupt an auction

The law forbids an intending bidder or a person acting on behalf of an intending bidder from doing anything with the intention of preventing or causing a major disruption to, or causing the cancellation of, a public auction of land.

The cooling off period does not apply to public auctions of land

If you purchase a property that has been offered for sale by public auction either at the auction or within 3 clear business days before or after the auction, there is no cooling off period.

What law applies

The information in this document is only intended as a brief summary of the law that applies to public auctions of land in Victoria. Most of the laws referred to in this document can be found in the Sale of Land Act 1962 or the Sale of Land (Public Auctions) Regulations 2014. Copies of those laws can be found at the following web site: www.legislation.vic.gov.au under the title "Victorian Law Today".

General Conditions

Part 2 being Form 2 prescribed by the *Estate Agents (Contracts) Regulations 2008*

Title

1. ENCUMBRANCES

- 1.1 The purchaser buys the property subject to:
 - (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
 - (b) any reservations in the crown grant; and
 - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3 In this general condition 'section 32 statement' means a statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act.

2. VENDOR WARRANTIES

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the *Estate Agents Act 1980*.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act.
- 2.6 If sections 137B and 137C of the *Building Act 1993* apply to this contract, the vendor warrants that:
 - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the *Building Act 1993* have the same meaning in general condition 2.6.

3. IDENTITY OF THE LAND

- 3.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 3.2 The purchaser may not:
 - (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (b) require the vendor to amend title or pay any cost of amending title.

4. SERVICES

- 4.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- 4.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

5. CONSENTS

The vendor must obtain any necessary consent or licence required for the sale. The contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.

6. TRANSFER

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. The vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the vendor and, if requested by the purchaser, must provide a copy of that document at least 3 days before settlement.

7. RELEASE OF SECURITY INTEREST

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009* (Cth) applies.
- 7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.
- 7.13 If settlement is delayed under general condition 7.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
- as though the purchaser was in default.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

8. BUILDER WARRANTY INSURANCE

The vendor warrants that the vendor will provide at settlement details of any current builder warranty insurance in the vendor's possession relating to the property if requested in writing to do so at least 21 days before settlement.

9. GENERAL LAW LAND

- 9.1 This general condition only applies if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 9.5 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*, as if the reference to 'registered proprietor' is a reference to 'owner'.

Money

10. SETTLEMENT

- 10.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00a.m. and 4.00p.m. unless the parties agree otherwise.

11. PAYMENT

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or

- (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
 - (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 11.3 The purchaser must pay all money other than the deposit:
 - (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
 - (a) in cash; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the *Banking Act* 1959 (Cth) is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

12. STAKEHOLDING

- 12.1 The deposit must be released to the vendor if:
 - (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act* 1962 have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
 - (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (b) if the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (c) if the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
 - (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
 - (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.

13.8 In this general condition:

- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
- (b) 'GST' includes penalties and interest.

14. LOAN

14.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.

14.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:

- (a) immediately applied for the loan; and
- (b) did everything reasonably required to obtain approval of the loan; and
- (c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
- (d) is not in default under any other condition of this contract when the notice is given.

14.3 All money must be immediately refunded to the purchaser if the contract is ended.

15. ADJUSTMENTS

15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.

15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:

- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
- (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
- (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
- (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

Transactional

16. TIME

16.1 Time is of the essence of this contract.

16.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.

17. SERVICE

17.1 Any document sent by—

- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:

- (a) personally; or
- (b) by pre-paid post; or
- (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
- (d) by email.

17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

18. NOMINEE

The purchaser may nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

19. LIABILITY OF SIGNATORY

Any signatory for a proprietary limited company purchaser is personally liable for the due performance of the purchaser's obligations as if the signatory were the purchaser in the case of a default by a proprietary limited company purchaser.

20. GUARANTEE

The vendor may require one or more directors of the purchaser to guarantee the purchaser's performance of this contract if the purchaser is a proprietary limited company.

21. NOTICES

The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale that does not relate to periodic outgoings. The purchaser may enter the property to comply with that

responsibility where action is required before settlement.

22. INSPECTION

The purchaser and/or another person authorised by the purchaser may inspect the property at any reasonable time during the 7 days preceding and including the settlement day.

23. TERMS CONTRACT

23.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:

- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
- (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

23.2 While any money remains owing each of the following applies:

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

24. LOSS OR DAMAGE BEFORE SETTLEMENT

24.1 The vendor carries the risk of loss or damage to the property until settlement.

24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.

24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.

24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.

24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.

24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. BREACH

A party who breaches this contract must pay to the other party on demand:

- (a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and
- (b) any interest due under this contract as a result of the breach.

Default

26. INTEREST

Interest at a rate of 2% per annum plus the rate for the time being fixed by section 2 of the *Penalty Interest Rates Act 1983* is payable on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

27. DEFAULT NOTICE

27.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.

27.2 The default notice must:

- (a) specify the particulars of the default; and
- (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

28. DEFAULT NOT REMEDIED

28.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.

28.2 The contract immediately ends if:

- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
- (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

28.3 If the contract ends by a default notice given by the purchaser:

- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
- (b) all those amounts are a charge on the land until payment; and
- (c) the purchaser may also recover any loss otherwise recoverable.

28.4 If the contract ends by a default notice given by the vendor:

- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
- (b) the vendor is entitled to possession of the property; and
- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
- (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
- (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

28.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

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	10 NOBLE ROAD, ROCKBANK VIC 3335
-------------	----------------------------------

Vendor's name	Sam Sevilgen	Date	/ /
Vendor's signature		08-01-2026	

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) Their total does not exceed:

\$	
----	--

OR

(b) Are contained in the attached certificate/s.

OR

(c) Their amounts are:

Authority	Amount	Interest (if any)
(1) Melton City Council	(1) \$	(1) \$
(2) Greater Western Water	(2) \$	(2) \$
(3) State Revenue Office	(3) \$	(3) \$
(4)	(4) \$	(4) \$

(d) There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge, which are not included in the items above; other than any amounts described in this rectangular box.

\$	
----	--

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

\$	To	
----	----	--

Other particulars (including dates and times of payments):
--

1.3 Terms Contract

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

Attached is an 'Additional Vendor Statement'

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.

Attached is an 'Additional Vendor Statement'

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

a) The Australian Value 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:	AVPCC No:
b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows:	Date: Or <input checked="" type="checkbox"/> Not applicable

2. INSURANCE

2.1 Damage and Destruction

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

- (a) Attached is a copy or extract of any policy of insurance in respect of any damage to or destruction of the land.
OR

- (b) Particulars of any such policy insurance in respect of any damage to or destruction of the land are as follows:

Name of insurance company:	
Type of policy:	Policy no:
Expiry date:	Amount insured:

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.

- (a) Attached is a copy or extract of any policy of insurance required under the Building Act 1993.
OR

- (b) Particulars of any required insurance under the Building Act 1993 are as follows:

Name of insurance company:	
Policy no:	Expiry date:

Note: There may be additional legislative obligations in respect of the sale of land on which there is a building or on which building work has been carried out.

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

OR

Is as follows:

--

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

--

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 regulations made under the *Building Act 1993* if the square box is marked with an 'X'

3.4 Planning Scheme

- Attached is a certificate with the required specified information.

OR

- The required specified information is as follows:

(a) Name of planning scheme	Melton
(b) Name of responsible authority	Melton City Council
(c) Zoning of the land	See attached certificate
(d) Name of planning overlay	See attached certificate

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:

Are contained in the attached certificates and/or statements

OR

Are as follows

Not to the vendors knowledge

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:

Not to the vendors knowledge

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:

Not to the vendors knowledge

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):

Are contained in the attached certificate

OR

Are as follows:

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*.

6.1 Attached is a current owners corporation certificate with its required accompanying documents and statements, issued in accordance with section 151 of the *Owners Corporations Act 2006*.

OR

6.2 Attached is the information prescribed for the purposes of section 151(4)(a) of the *Owners Corporations Act 2006* and the copy documents specified in section 151(4)(b)(i) and (iii) of that Act.

OR

6.3 The owners corporation is an inactive owners corporation.

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*.

7.1 Work-in-Kind Agreement

This section 7.1 only applies if the land is subject to a work-in-kind agreement.

- (a) The land is NOT to be transferred under the agreement unless the square box is marked with an 'X'
- (b) The land is NOT land on which works are to be carried out under the agreement (other than Crown land) unless the square box is marked with an 'X'
- (c) The land is NOT land in respect of which a GAIC is imposed unless the square box is marked with an 'X'

7.2 GAIC Recording

This section 7.2 only applies if there is a GAIC recording.

Any of the following certificates or notices must be attached if there is a GAIC recording.

The accompanying boxes marked with an 'X' indicate that such a certificate or notice that is attached:

- (a) Any certificate of release from liability to pay a GAIC
- (b) Any certificate of deferral of the liability to pay the whole or part of a GAIC
- (c) Any certificate of exemption from liability to pay a GAIC
- (d) Any certificate of staged payment approval
- (e) Any certificate of no GAIC liability
- (f) Any notice providing evidence of the grant of a reduction of the whole or part of the liability for a GAIC or an exemption from that liability
- (g) A GAIC certificate issued under Part 9B of the Planning and Environment Act 1987 must be attached if there is no certificate or notice issued under any of sub-sections 7.2 (a) to (f) above

8. SERVICES

The services which are marked with an 'X' in the accompanying square box are NOT connected to the land:

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

OR

(b) General Law Title

The last conveyance in the chain of title or other document which gives evidence of the vendor’s title to the land.

9.2 Evidence of the vendor’s right or power to sell (where the vendor is not the registered proprietor or the owner in fee simple).

10. SUBDIVISION

10.1 Unregistered Subdivision

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

- (a) Attached is a copy of the plan of subdivision certified by the relevant municipal council if the plan is not yet registered.
- (b) Attached is a copy of the latest version of the plan if the plan of subdivision has not yet been certified.

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:

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

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

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.

- (a) Attached is a copy of the plan which has been certified by the relevant municipal council (if the later plan has not been registered).
- (b) Attached is a copy of the latest version of the plan (if the later plan has not yet been certified).

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 2000m²; (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):

Are contained in the attached building energy efficiency certificate.

OR

Are as follows:

12. SMOKE ALARMS

The purchaser should note that all dwellings and units are required to be fitted with self contained smoke alarms in accordance with regulation 5.14 of the Building Regulations 1994 within 30 days after:

- (a) in the case of a contract other than a terms contract (as defined in the section 2 of the Sale of Land Act 1962) the date of completion of the contract; and
- (b) in the case of a terms contract, the date the Purchaser becomes entitled to possession or to the receipt of rents and profits under the contract.

13. SWIMMING POOLS AND SPAS

If there is a swimming pool or a spa on the property, the Purchaser may need to comply with the Building Act 1993 and the Building Regulations 1994 and in particular regulation 5.13 requiring the installation of barriers to restrict access by children to the swimming pool or spa within 30 days after:

- (a) in the case of a contract other than a terms contract (as defined in section 2 of the Sale of Land Act 1962), the date of completion on the contract; and
- (b) in the case of a terms contract, the date the Purchaser becomes entitled to possession or to receipt of the rents and profits under the contract.

14. 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.)

15. 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)

Copy of approved Plan of Subdivision. Copy of Covenant No.PS811334X. Copy of Section 173 Agreement No.AR609125R. Copy of Section 45 Notice No.AT390587V.

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

VOLUME 12093 FOLIO 318

Security no : 124130747824D
Produced 15/12/2025 09:56 AM

LAND DESCRIPTION

Lot 457 on Plan of Subdivision 811334X.
PARENT TITLE Volume 12086 Folio 858
Created by instrument PS811334X 19/06/2019

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
SAM SEVILGEN of 176 RAILWAY CRESCENT DALLAS VIC 3047
AS314371K 01/07/2019

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AS561647M 25/09/2019
MACQUARIE BANK LTD

COVENANT PS811334X 19/06/2019

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
AR609125R 31/10/2018

NOTICE Section 45 Melbourne Strategic Assessment (Environment Mitigation Levy) 2020
AT390587V 01/07/2020

DIAGRAM LOCATION

SEE PS811334X 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: 10 NOBLE ROAD ROCKBANK VIC 3335

ADMINISTRATIVE NOTICES

NIL

eCT Control 18440T MSA NATIONAL
Effective from 25/09/2019

DOCUMENT END



Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	PS811334X
Number of Pages (excluding this cover sheet)	12
Document Assembled	15/12/2025 09:56

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PLAN OF SUBDIVISION			LV USE ONLY EDITION 1	PLAN NUMBER PS 811334X
<p style="text-align: center;">LOCATION OF LAND</p> <p>PARISH: KOROROIT</p> <p>TOWNSHIP: -</p> <p>SECTION: 4</p> <p>CROWN ALLOTMENT: 5 (PART) & 6 (PART)</p> <p>CROWN PORTION: -</p> <p>TITLE REFERENCES: VOL. 12086 FOL. 858</p> <p>LAST PLAN REFERENCE/S: LOT C ON PS811318V</p> <p>POSTAL ADDRESS: 22 - 102 TROUPS ROAD NORTH (At time of subdivision) ROCKBANK VIC 3335</p> <p>MGA94 Co-ordinates E 294 140 (of approx centre of land in plan) N 5 820 330 ZONE 55</p>			<p>Council Name: Melton City Council</p> <p>Council Reference Number: SUB4823 Planning Permit Reference: PA2016/5313 SPEAR Reference Number: S103276E</p> <p>Certification</p> <p>This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 14/02/2018</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 of the Subdivision Act 1988 has not been made</p> <p>Digitally signed by: Geraldine Addicott for Melton City Council on 12/06/2019</p> <p>Statement of Compliance issued: 12/06/2019</p>	
VESTING OF ROADS AND/OR RESERVES			NOTATIONS	
IDENTIFIER	COUNCIL/BODY/PERSON		LOTS 1 TO 400 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN. FOR RESTRICTION A AFFECTING LOTS 401 TO 411 (BOTH INCLUSIVE), 421, 422, 425 TO 428 (BOTH INCLUSIVE), 438, 440, 441, 443 TO 446 (BOTH INCLUSIVE), 449 AND 457 SEE SHEET 11. FOR RESTRICTION B AFFECTING LOTS 412 TO 420 (BOTH INCLUSIVE), 423, 424, 429 TO 437 (BOTH INCLUSIVE), 439, 442, 447, 448, 450 TO 456 (BOTH INCLUSIVE) SEE SHEET 12. PART OF WAY EASEMENT E-3 ON PS811318V NO LONGER AFFECTS INNOVATION AVENUE VIDE SCHEDULE 5 SECTION 14 ROAD MANAGEMENT ACT 2004.	
ROAD R1 RESERVE No.1	MELTON CITY COUNCIL POWERCOR AUSTRALIA LTD			
NOTATIONS				
DEPTH LIMITATION DOES NOT APPLY STAGING This is is not a staged subdivision. Planning permit No. PA 2016/5313 SURVEY. THIS PLAN IS IS NOT BASED ON SURVEY. THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s): PM9 (KOROROIT), PM60 (PYWHEITJORRK) PROCLAIMED SURVEY AREA NO. THIS IS A SPEAR PLAN. HILLGROVE ESTATE - 4 2.980ha			57 LOTS	
EASEMENT INFORMATION				
LEGEND A-Appurtenant Easement E-Encumbering Easement R-Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	SEWERAGE	SEE PLAN	PS804564U	WESTERN REGION WATER CORPORATION
E-2	WAY	10	PS811312J	LOT AA ON PS811312J
E-3	DRAINAGE	SEE PLAN	PS804565S	MELTON CITY COUNCIL
E-4	SEWERAGE	SEE PLAN	PS804565S	WESTERN REGION WATER CORPORATION
E-5	DRAINAGE	SEE PLAN	PS804565S	MELTON CITY COUNCIL
E-6	SEWERAGE	SEE PLAN	PS804565S	WESTERN REGION WATER CORPORATION
E-6	SEWERAGE	SEE PLAN	PS811318V	WESTERN REGION WATER CORPORATION
E-7	DRAINAGE	SEE PLAN	PS811318V	MELTON CITY COUNCIL
E-7	SEWERAGE	SEE PLAN	PS811318V	WESTERN REGION WATER CORPORATION
E-8	DRAINAGE	SEE PLAN	THIS PLAN	MELTON CITY COUNCIL
SEE SHEET 2 FOR CONTINUATION				
2163S-04 VER K.DWG MV/MV			SURVEYOR REF: 2163s-04	ORIGINAL SHEET SIZE: A3
 Melbourne Survey T 9869 0813			Digitally signed by: Antony James Wyatt, Licensed Surveyor, Surveyor's Plan Version (K), 12/06/2019, SPEAR Ref: S103276E	SHEET 1 OF 12 PLAN REGISTERED TIME: 4.16 PM DATE: 19/06/2019 RHills Assistant Registrar of Titles

PLAN OF SUBDIVISION

PLAN NUMBER
PS 811334X

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-9	SEWERAGE	SEE PLAN	THIS PLAN	WESTERN REGION WATER CORPORATION
E-10	DRAINAGE	SEE PLAN	THIS PLAN	MELTON CITY COUNCIL
	SEWERAGE	SEE PLAN	THIS PLAN	WESTERN REGION WATER CORPORATION
E-11	WATER SUPPLY	SEE PLAN	PS804564U	WESTERN REGION WATER CORPORATION
	GAS SUPPLY	SEE PLAN	PS804564U (SECTION 146 GAS INDUSTRY ACT 2001)	AUSNET GAS SERVICES PTY LTD
E-12	SEWERAGE	SEE PLAN	PS804564U	WESTERN REGION WATER CORPORATION
	WATER SUPPLY	SEE PLAN	PS804564U	WESTERN REGION WATER CORPORATION
	GAS SUPPLY	SEE PLAN	PS804564U (SECTION 146 GAS INDUSTRY ACT 2001)	AUSNET GAS SERVICES PTY LTD
E-13	DRAINAGE	SEE PLAN	PS811318V	MELTON CITY COUNCIL

2163S-04 VER K.DWG MV/MV



Melbourne Survey T 9869 0813 REF 2163s-04

ORIGINAL SHEET
SIZE: A3

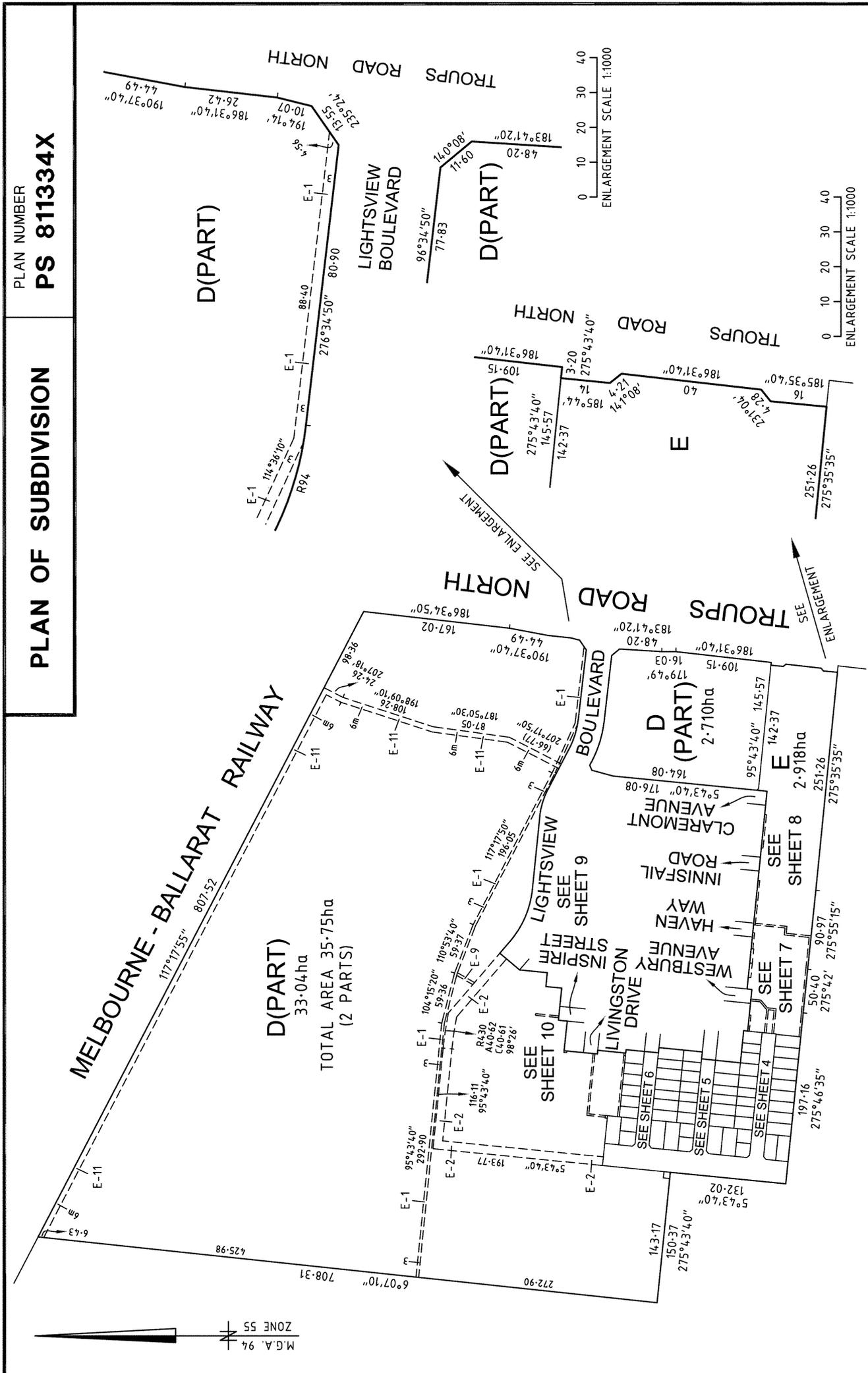
SHEET 2

Digitally signed by: Antony James Wyatt, Licensed Surveyor,
Surveyor's Plan Version (K),
12/06/2019, SPEAR Ref: S103276E

Digitally signed by:
Melton City Council,
12/06/2019,
SPEAR Ref: S103276E

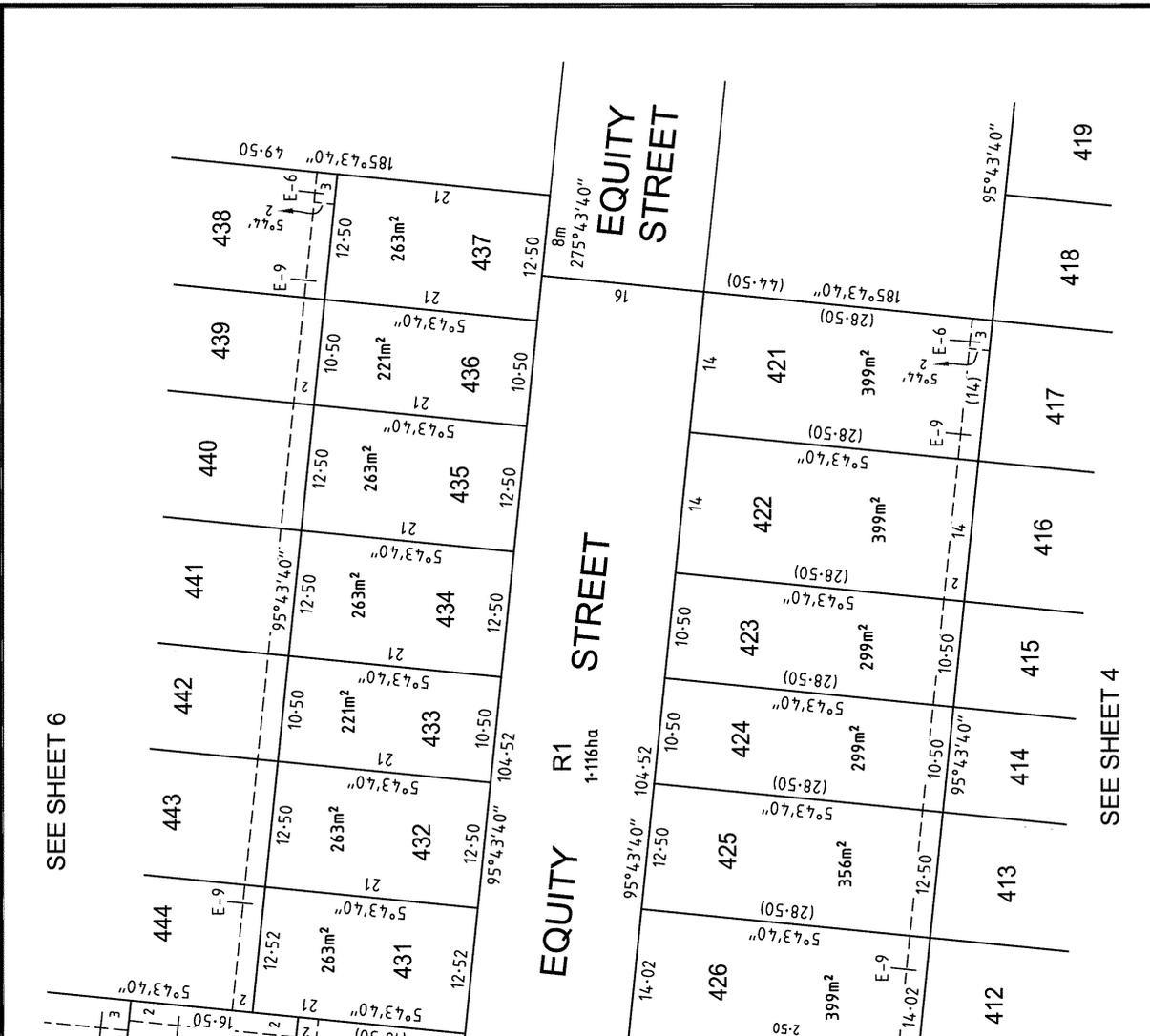
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PLAN NUMBER
PS 811334X

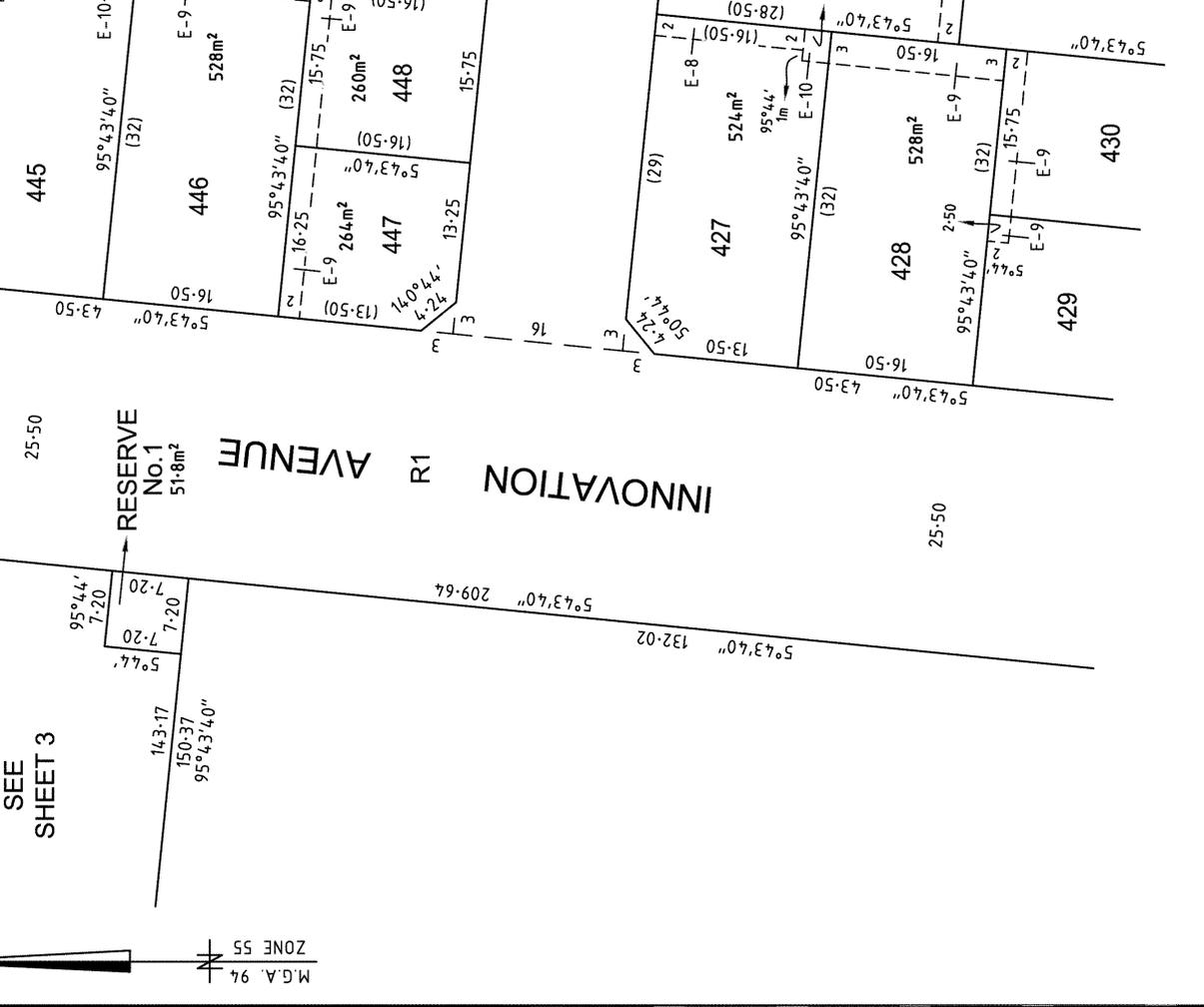


<p>2163S-04 VER K.DWG MV/MV SMEC</p>	<p>40 0 40 80 120 160</p> <p>LENGTHS ARE IN METRES</p>	<p>ORIGINAL SHEET SIZE A3</p>	<p>SHEET 3</p>
	<p>SCALE 1:4,000</p>	<p>ENLARGEMENT SCALE 1:1000</p>	<p>ENLARGEMENT SCALE 1:1000</p>
<p>Digitally signed by: Antony James Wyatt, Licensed Surveyor, Surveyor's Plan Version (K), 12/06/2019, SPEAR Ref: S103276E</p>		<p>Digitally signed by: Melton City Council, 12/06/2019, SPEAR Ref: S103276E</p>	

PLAN OF SUBDIVISION
PS 811334X



D(PART)
 SEE SHEET 3



SCALE 1:500	5	0	5	10	15	20
LENGTHS ARE IN METRES						
ORIGINAL SHEET SIZE A3	SHEET 5					

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 12/06/2019,
 SPEAR Ref: S103276E

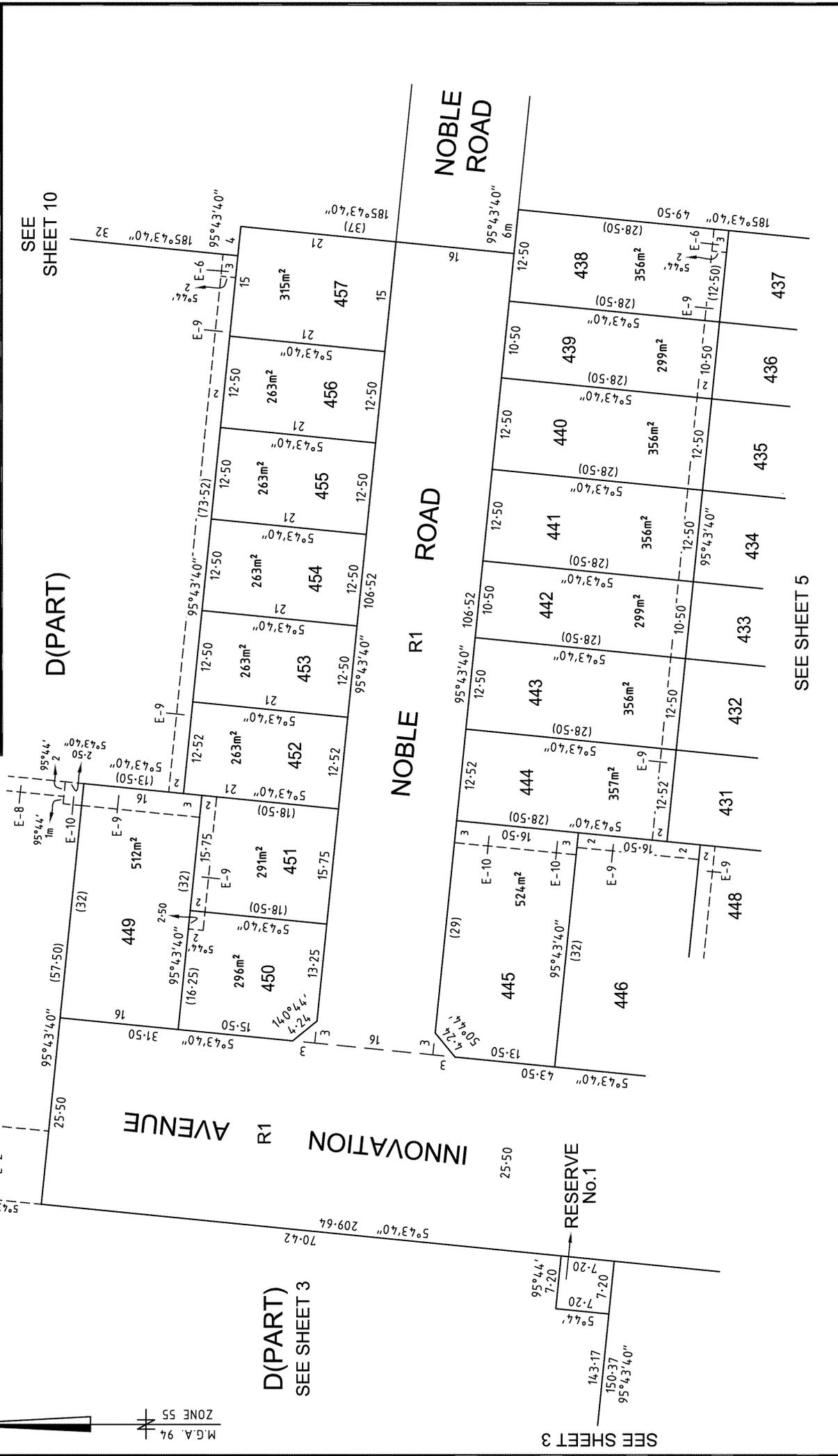
2163S-04 VER K.DWG MV/MV

SMEC

Melbourne Survey T 9869 0813 REF 2163S-04

PLAN OF SUBDIVISION PS 811334X

PLAN NUMBER
PS 811334X



SEE SHEET 3

SEE SHEET 5

SEE SHEET 10

SEE SHEET 10

SEE SHEET 5

SEE SHEET 6

SCALE 1:500

LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

2163S-04 VER K.DWG MV/MV

2163S-04

REF T 9869 0813

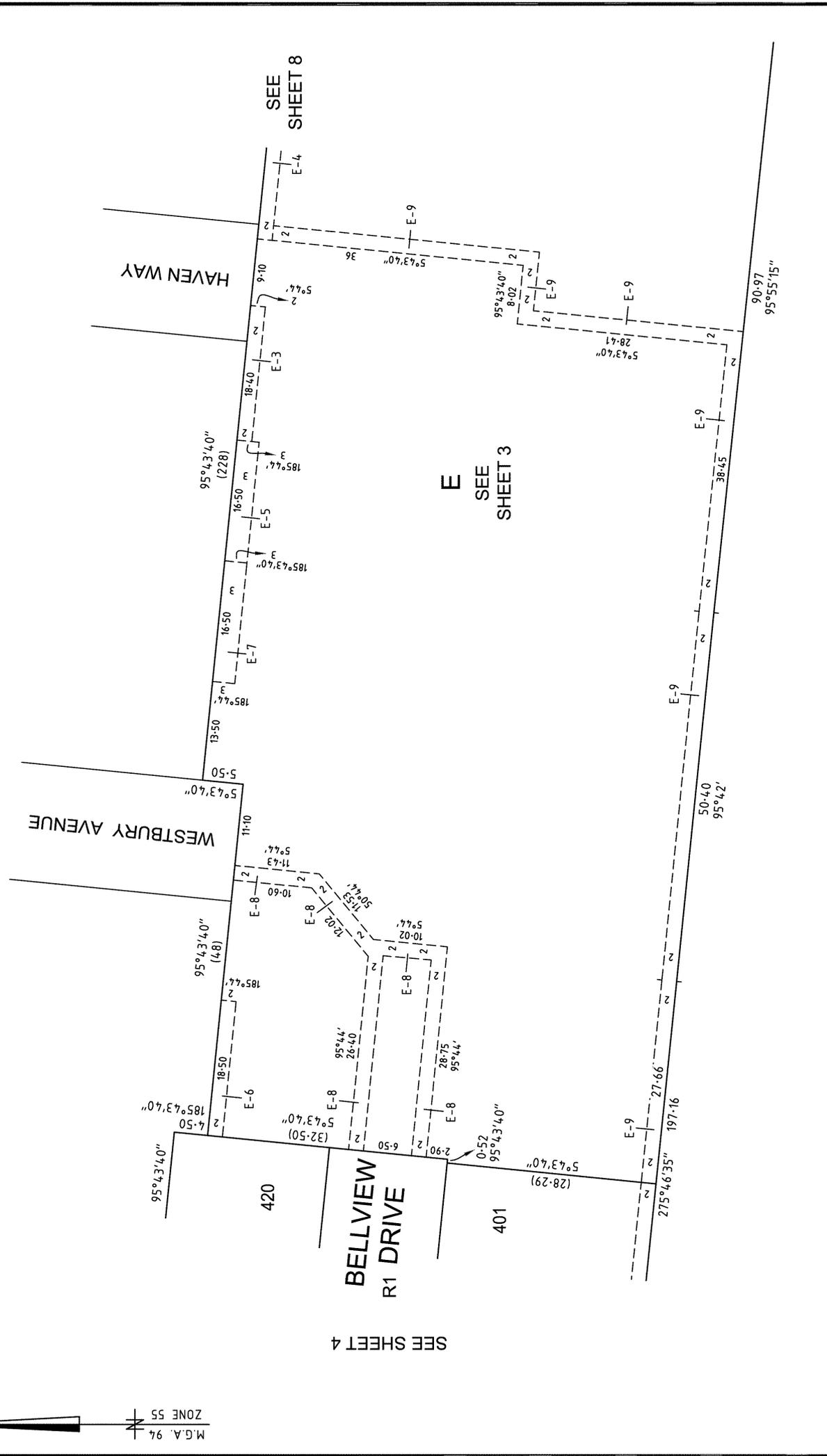
REF 2163S-04

Melbourne Survey

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PLAN OF SUBDIVISION
 PLAN NUMBER
PS 811334X



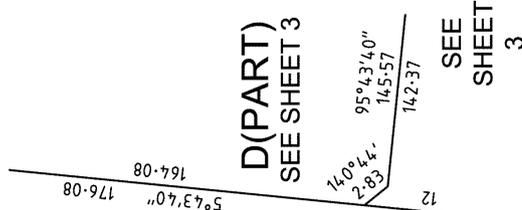
2163S-04 VER K.D.W.G. MV/MV  SM Melbourne Survey T 9869 0813 REF 2163S-04		SCALE 1:500	LENGTHS ARE IN METRES 5 0 5 10 15 20	ORIGINAL SHEET SIZE A3	SHEET 7
		Digitally signed by: Antony James Wyatt, Licensed Surveyor, Surveyor's Plan Version (K), 12/06/2019, SPEAR Ref: S103276E Digitally signed by: Melton City Council, 12/06/2019, SPEAR Ref: S103276E			

PLAN OF SUBDIVISION

PLAN NUMBER
PS 811334X



SEE SHEET 9



CLAREMONT AVENUE

INNISFAIL ROAD

HAVEN WAY

E
SEE SHEET 3

SEE SHEET 7

2163S-04 VER K.DWG MV/MV
SMEC
Melbourne Survey T 9869 0813 REF 2163S-04

SCALE
1:500

LENGTHS ARE IN METRES

5 0 5 10 15 20

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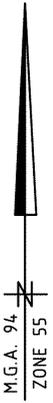
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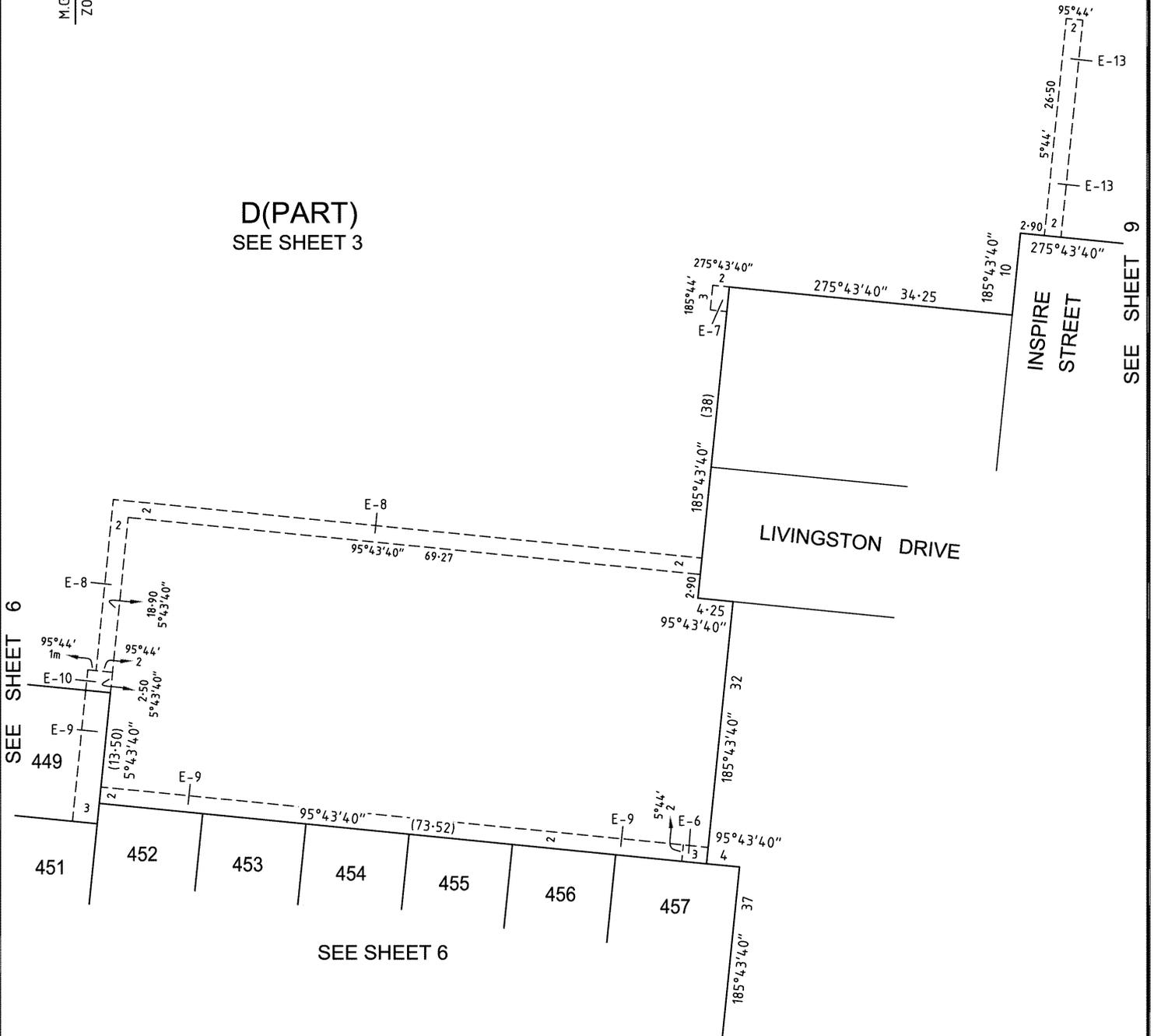
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PLAN OF SUBDIVISION

PLAN NUMBER
PS 811334X



D(PART)
SEE SHEET 3



SEE SHEET 6

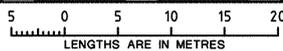
SEE SHEET 9

SEE SHEET 6



2163S-04 VER K.DWG MV/MV

SCALE
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ORIGINAL SHEET
SIZE: A3

SHEET 10

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Melton City Council,
12/06/2019,
SPEAR Ref: S103276E

PLAN OF SUBDIVISION

PLAN NUMBER
PS 811334X

CREATION OF RESTRICTION "A"

The following restriction is to be created upon registration of Plan of Subdivision No.PS811334X by way of a restrictive covenant and as a restriction as defined in the Subdivision Act 1988 (Vic).

Table of burdened and land benefited

BURDENED LOT No.	BENEFITING LOTS
401	402
402	401, 403
403	402, 404
404	403, 405
405	404, 406
406	405, 407
407	406, 408
408	407, 409
409	408, 410, 411
410	409, 411
411	409, 410
421	417, 422
422	416, 421, 423

BURDENED LOT No.	BENEFITING LOTS
425	413, 424, 426
426	412, 425, 427, 428
427	426, 428
428	412, 426, 427, 429, 430
438	437, 439
440	435, 439, 441
441	434, 440, 442
443	432, 442, 444
444	431, 443, 445, 446
445	444, 446
446	431, 444, 445, 447, 448
449	450, 451, 452
457	456

DESCRIPTION OF RESTRICTION

Except with the written consent of VS Fortune and in all other instances with the written consent of each and every registered proprietor of a benefiting Lot on the Plan of Subdivision the registered proprietors for time being of any burdened Lot on the Plan of Subdivision shall not:

Design Guidelines

- (a) build or allow to be built on the Lot any building other than a building that has been approved by VS Fortune in accordance with the VS Fortune Pty Ltd Design Guidelines which has been endorsed in accordance with Planning Permit PA2016/5313 issued by Melton City Council as amended from time to time.

Design Plans

- (b) enter into any unconditional domestic building contract with a Builder, commence, carry out, erect, construct, permit or alter any development on the Lot without the applicable plans and specifications including floor plans and elevations and finishes schedules being first prepared and submitted to and approved by VS Fortune and then only in compliance with any condition (consistent with any restrictions affecting the Lot) imposed by VS Fortune in respect of that approval.

Expiry

- (c) The restrictions specified in paragraph (a) and (b) shall cease to burden any Lot on the Plan of Subdivision with effect from 10 years from registration.

For the purposes of this restriction "VS Fortune" means VS Fortune Pty Ltd ACN:616 275 293 or any of its related bodies corporate or associated entities within the meaning of the Corporations Act 2001 or any entity nominated or authorised by VS Fortune Pty Ltd ACN:616 275 293 to exercise its rights under this restriction.

PLAN OF SUBDIVISION

PLAN NUMBER
PS 811334X

CREATION OF RESTRICTION "B"

Upon registration of this plan the following restriction is created.

Table of burdened and land benefited

BURDENED LOTS SUBJECT TO THE SMALL LOT HOUSING CODE	BENEFITING LOTS ON THIS PLAN
412	413, 426, 428, 430
413	412, 414, 425
414	413, 415, 424
415	414, 416, 423
416	415, 417, 422
417	416, 418, 421
418	417, 419
419	418, 420
420	419
423	415, 422, 424
424	414, 423, 425
429	428, 430
430	412, 428, 429
431	432, 444, 446, 448
432	431, 433, 443
433	432, 434, 442

BURDENED LOTS SUBJECT TO THE SMALL LOT HOUSING CODE	BENEFITING LOTS ON THIS PLAN
434	433, 435, 441
435	434, 436, 440
436	435, 437, 439
437	436, 438
439	436, 438, 440
442	433, 441, 443
447	446, 448
448	431, 446, 447
450	449, 451
451	449, 450, 452
452	449, 451, 453
453	452, 454
454	453, 455
455	454, 456
456	455, 457

DESCRIPTION OF RESTRICTION

Except with the written consent of VS Fortune and in all other instances with the written consent of each and every registered proprietor of a benefiting Lot on the Plan of Subdivision the registered proprietors for time being of any burdened Lot on the Plan of Subdivision shall not:

Small Lot Housing Code

- (a) build or permit to be built or remain on the lot any building or structure that has not been constructed in accordance with the 'Small Lot Housing Code (Type A)' unless in accordance with a planning permit granted to construct a dwelling on the lot.

Design Guidelines

- (b) build or allow to be built on the Lot any building other than a building that has been approved by VS Fortune in accordance with the VS Fortune Pty Ltd Design Guidelines which has been endorsed in accordance with Planning Permit PA2016/5313 issued by Melton City Council as amended from time to time.

Design Plans

- (c) enter into any unconditional domestic building contract with a Builder, commence, carry out, erect, construct, permit or alter any development on the Lot without the applicable plans and specifications including floor plans and elevations and finishes schedules being first prepared and submitted to and approved by VS Fortune and then only in compliance with any condition (consistent with any restrictions affecting the Lot) imposed by VS Fortune in respect of that approval.

Expiry

- (d) This restriction specified in paragraph (a) to (c) shall cease to have effect after the issue of certificate of occupancy for the whole of the dwelling on the lot.

For the purposes of this restriction "VS Fortune" means VS Fortune Pty Ltd ACN:616 275 293 or any of its related bodies corporate or associated entities within the meaning of the Corporations Act 2001 or any entity nominated or authorised by VS Fortune Pty Ltd ACN:616 275 293 to exercise its rights under this restriction.



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**Application by a Responsible Authority
for the recording of an agreement**
Section 181(1) Planning and Environment Act 1987

Lodged by: ~~InfoTrack~~
Name: ~~Norton Rose Fulbright Australia-~~
Phone: ~~8686 6000~~
Address: ~~RACV Tower, 485 Bourke Street, Melbourne~~
Ref: ~~MIM:658400-4007026~~
Customer Code: ~~0185X-4724X~~

Privacy Collection Statement
The information from this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes in the Victorian Land Registry.

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: Certificate of Title Volume 11985 Folio 013,
Certificate of Title Volume 11985 Folio 014
Certificate of Title Volume 8581 Folio 146

Responsible Authority: Melton Shire Council, 232 High Street, Melton,
Victoria 3337

Section and Act under which agreement made: Section 173 Planning & Environment Act 1987

A copy of the Agreement is attached to this application.

Signature for the Responsible Authority: 

Name of Officer: Steven Finlay

Position: Statutory Planning Co-Ordinator

Verification of Identity:

My identity has been verified by Australia Post on 23 / 05 / 2018
Receipt No
Unique Sequence No: 3378500348272

Date: 24 October 2018



 **NORTON ROSE FULBRIGHT**

Dated

Planning agreement

Land: 22-102 & 104-112 Troups Road North, North Rockbank

Parties

Melton City Council

VS Fortune Pty Ltd
ACN 616 275 293

Alexandra Guild
Norton Rose Fulbright Australia
485 Bourke Street
Melbourne VIC 3000
Tel: +61 8686 6713
nortonrosefulbright.com
Our ref: 2850181

AR609125R

31/10/2018 \$96.10 173



 **NORTON ROSE FULBRIGHT**

Agreement
dated

Parties

Melton City Council
of 232 High Street, Melton, Victoria, 3337, in the State of Victoria
(the **Council**)

VS Fortune Pty Ltd ACN 616 275 293
of Level 5, 420 St Kilda Road, Melbourne, in the State of Victoria
(the **Owner**)

Recitals

- A** The Council is:
- (1) responsible for the administration and enforcement of the Melton Planning Scheme (**Planning Scheme**) pursuant to the provisions of the Act, and
 - (2) the collecting agency and development agency for projects included in the Rockbank Precinct Structure Plan Development Contributions Plan.
- B** The Owner is the registered proprietor or entitled to be registered as the proprietor of an estate in fee simple of the Land.
- C** The Land is subject to registered mortgage AQ591785W in favour of Westpac Banking Corporation (the **Mortgagee**). The Mortgagee has consented to the Owner entering into this Agreement.
- D** The PSP and the DCP apply to the Land.
- E** On 20 December 2016 the Council issued Planning Permit No. PA2016/5313/1 allowing residential subdivision of and creation of reserves from the Land in accordance with endorsed plans (the **Planning Permit**).
- F** Condition 15 of the Planning Permit provides that Council may require the Owner to enter into an agreement under section 173 of the Act which specifies the infrastructure to be provided as part of the development and gives effect to the Precinct Infrastructure Plan. Council requires the Owner to enter into such an agreement.
- G** Condition 36 of the Planning Permit requires the making of public open space contribution as specified in clause 52.01 of the Planning Scheme. Council and the Owner have agreed to the provision of land and cash contributions to satisfy these requirements.
- H** The DCP and conditions 33 to 35 of the Planning Permit require the payment of Development Infrastructure Levy. Council has agreed to accept the Active Reserve Land in lieu of cash payment of Development Infrastructure Levy.
- I** This Agreement is entered into between the Council and the Owner pursuant to section 173 of the Act in order to:
- (1) satisfy the requirements and record the agreement set out above; and



- (2) achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Land.

It is agreed

2 Definitions and interpretation

In this Agreement, the words and expressions set out in this clause have the following meanings unless the context admits otherwise:

- (1) **Act** means the Planning and Environment Act 1987;
- (2) **Active Reserve Land** means land comprising 3.65 hectares which forms part of the project nominated in the DCP as AR01A. The 3.65 hectares comprising the Active Reserve Land is 36.54% of the 9.99 hectares which comprises the whole of DCP project AR01A;
- (3) **Agreement** means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement;
- (4) **Council** means Melton Council or its successor as the authority responsible for administering and enforcing the Planning Scheme or as collecting agency or development agency under the DCP, as the context requires, and includes its agents, officers, employees, servants, workers and contractors;
- (5) **Credit Value** means \$2,538,214 (as at the date of the DCP), equating to 36.54% of the total estimated project cost in the DCP of AR01A, such amount to be adjusted in accordance with the DCP to the date of this Agreement;
- (6) **DCP** means the Rockbank Precinct Structure Plan Development Contributions Plan (August 2016), as amended from time to time;
- (7) **Developed Lot** means a lot in respect of which there is no Development Infrastructure Levy payable or the Development Infrastructure Levy liability has been satisfied (either by payment of the relevant Development Infrastructure Levy or accrual of a Credit for the relevant Development Infrastructure Levy) but for the avoidance of doubt excludes any lot created with the sole purpose of vesting that land in Council;
- (8) **Development Infrastructure Levy** means the development infrastructure levy required to be paid under the Permit, calculated in accordance with the DCP;
- (9) **Development Infrastructure Levy Credit** has the meaning given in clause 7;
- (10) **GAIC** means Growth Areas Infrastructure Contribution;
- (11) **GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) as amended from time to time;
- (12) **Land** means the land described in Certificate of Title Volume 11985 Folio 013 being Lot AA on PS 811312J, Certificate of Title Volume 11985 Folio 014 being Lot AB on PS 811312J and known as 22 – 102 Troups Road, North Rockbank and Certificate of Title Volume 08581 Folio 146, being Lot 1 on PS 067245 and known as 104 – 114 Troups Road, North Rockbank;
- (13) **Mortgagee** means the person described in Recital C.



- (14) **Owner** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Land or any part of it and includes a Mortgagee in possession;
- (15) **Planning Permit** means the Planning Permit described in Recital E including the plans endorsed under it.
- (16) **Planning Scheme** means the Melton Planning Scheme and any successor instrument or other planning scheme which applies to the Land;
- (17) **PSP** means the Rockbank Precinct Structure Plan (August 2016) as amended from time to time;
- (18) **Public Infrastructure Plan** means the public infrastructure plan approved under the Permit, or such other replacement plan as is approved by the Council from time to time;
- (19) **Residential Lot** means a lot which in the opinion of the Council is of a size and dimension such that it is intended to be developed for a dwelling;
- (20) **Stage** is a reference to a stage of subdivision as shown on the Precinct Infrastructure Plan or such other replacement plan as is approved by the Council in writing from time to time;
- (21) **Statement of Compliance** means a statement of compliance issued by the Council under the *Subdivision Act 1988*; and
- (22) **Tribunal** means the Victorian Civil and Administrative Tribunal.

3 Interpretation

In this Agreement, unless the context indicates otherwise:

- (1) A reference to this Agreement includes any variation or replacement of it.
- (2) The singular includes the plural and the plural includes the singular.
- (3) A reference to a gender includes a reference to each other gender.
- (4) A reference to a person includes a reference to a firm, corporation or other corporate body and their successors in law.
- (5) If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- (6) A reference to a statute includes any subordinate instruments made under that statute.
- (7) A reference to a statute includes any statutes amending, consolidating or replacing that statute.
- (8) All headings are for ease of reference only and must not be taken into account in the construction or interpretation of this Agreement.
- (9) The recitals to this Agreement are and will be deemed to form part of this Agreement including any terms defined within the Recitals.

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31/10/2018

\$96.10

173



- (10) The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Land provided that if the Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

4 Obligations run with the land

The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Land provided that if the Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

5 Development Infrastructure Levy

- 5.1 Subject to the entitlement to a credit under this Agreement, prior to the issue of a statement of compliance for any Stage, the Owner must pay to the Council, the Development Infrastructure Levy for that Stage.

6 Land transferred to or vested in Council

- 6.1 The Owner must transfer to or vest in Council the Active Reserve Land by the Stage Trigger nominated for the Active Reserve Land on the Precinct Infrastructure Plan.
- 6.2 All land transferred to or vested in Council under this Agreement must be, unless otherwise agreed with the Council:
 - (1) free of all encumbrances (other than those approved by Council or any other relevant authority or government agency for the provision of services) and graded except as agreed by Council;
 - (2) have all services available; and
 - (3) free from surface rock, rubbish and contamination to the satisfaction of Council acting reasonably having regard to the intended use of the land except as agreed by Council.
- 6.3 In respect of the Active Reserve Land:
 - (1) the Owner retains liability for discharging all liability for GAIC whether that GAIC liability has been triggered by a GAIC Event (as that term is defined in the Act) or not; and
 - (2) prior to transfer or vesting of the Active Reserve Land, a certificate from the State Revenue Office certifying that GAIC has been paid in respect of that land must be provided to the Council and all GAIC liabilities in respect of the land whether that GAIC liability has been triggered by a GAIC Event (as that term is defined in the Act) or not must have been discharged.
- 6.4 In respect of Active Reserve Land transferred to or vested in Council under this Agreement:
 - (1) the Credit Value replaces the market value and any other method of calculating compensation payable to a person under the Land Acquisition and Compensation Act 1986 and the Act in respect of land;

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- (2) upon payment being made in accordance with this Agreement whether as a monetary amount or by a credit pursuant to clause 7 or clause 9.2, unless any other amount is agreed to be paid under this Agreement in respect of any land, no other compensation is payable for the effect of severance or for solatium as those terms or concepts are understood in the context of the Land Acquisition and Compensation Act 1986 or for any other category of or form of loss or compensation in respect of the land; and
- (3) unless expressly provided to the contrary, where one party is required to transfer or vest land to or in the other party, the party transferring or vesting the land to or in the other party is responsible for the payment of all reasonable costs and disbursements associated with that transfer or vesting as the case may be save for any legal costs incurred by Council in respect to any such transfer.

7 Credit for Active Reserve Land

- 7.1 In recognition of the Owner's obligation under clause 6.1 to transfer to or vest in Council the Active Reserve Land, Council agrees and acknowledges that upon commencement of this Agreement, the Owner is entitled to a credit against its Development Infrastructure Levy (**Development Infrastructure Levy Credit**) to the Credit Value, and that such Development Infrastructure Levy Credit may be used to offset the Owner's liability to pay the Development Infrastructure Levy.

8 Excess Credit

- 8.1 If the value of all Development Infrastructure Levy Credits provided to the Owner exceeds the Owner's liability to pay a Development Infrastructure Levy for the Land as specified in the DCP then the relevant Credit balance must be paid to the Owner as a cash payment within 60 days of the issue of a Statement of Compliance in respect of the final Stage of development of the Land.

9 Passive open space

- 9.1 The Owner must vest in Council local park 'OS25', with an area of 0.69 hectares, as shown on the Public Infrastructure Plan, by the Stage Trigger shown on the Public Infrastructure Plan.
- 9.2 The parties agree that, upon vesting in Council the local park 'OS25', the Owner will receive a credit against its passive open space liability for the Land under clause 52.01 of 0.5 hectares.
- 9.3 The Owner agrees that it must make a cash contribution to Council to bring the passive open space contribution of the Land to 2.89% as required by clause 52.01 of the Planning Scheme.
- 9.4 The Owner agrees that until local park 'OS25' is provided in accordance with clause 9.1, then prior to the issue of a Statement of Compliance for any Stage, the Owner must pay a cash contribution for the Stage to Council in accordance with the PSP and clause 52.01 of the Planning Scheme.
- 9.5 Prior to the issue of a Statement of Compliance for any Stage subsequent to the provision of local park 'OS25' in accordance with clause 9.1, the Owner must:
 - (1) apply the credit received under clause 9.2; or
 - (2) make cash contributions to the Responsible Authority,

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towards passive open space in accordance with the PSP and clause 52.01 of the Planning Scheme until such time as the total passive open space liability of the Land has been accounted for the satisfaction of the Responsible Authority.

- 9.6 The Council agrees that, upon complying with this clause 9, the Owner has fulfilled its obligations under the Planning Scheme and the Planning Permit in relation to passive open space.

10 Precinct infrastructure plan

- 10.1 The Owner agrees to implement and give effect to the Public Infrastructure Plan.

11 Further obligations of the Owner

The Owner further agrees that:

11.1 Notice and registration

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

11.2 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.

11.3 Registration of Agreement

The Owner must do all things necessary to enable the Council to make an application to the Registrar of Titles to make a recording of this Agreement on the Certificate of Title to the Land in accordance with Section 181 of the Act including the signing of any further agreement, acknowledgement or other document.

11.4 Council's costs to be paid

The Owner must pay immediately on demand the reasonable costs of the Council of and incidental to the preparation, execution and registration of this Agreement. Those costs are and remain a charge on the Land until paid.

11.5 Indemnity

- (1) The Owner agrees to indemnify and keep indemnified the Council from and against all costs, expenses, losses or damages that they may sustain, incur, suffer or be liable for in respect of any judgment or order made against the Owner and which are referable to a breach of or non-compliance with this Agreement but excluding any costs, expenses, losses or damages caused by the negligence or reckless act of the Council.
- (2) The parties agree that each will conduct itself in a manner that ensures mitigation of its loss in respect of any claim, suit, action, proceeding or judgment brought by any person.

11.6 Council access

The Owner agrees to allow the Council to enter the Land at any reasonable time to assess compliance with this Agreement following two (2) days written notice to the Owner.

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12 Further assurance

The parties to this Agreement must do or cause to be done all things that are reasonably necessary to give effect to this Agreement.

13 Agreement under section 173 of the Act

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

14 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.

15 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 Planning Scheme.

16 Successors in title

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

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

17 Goods and services tax

17.1 Definitions and expressions

Expressions used in this Agreement that are defined in the GST Act have the same meaning as given to them in the GST Act, unless expressed to the contrary.

17.2 Liability to pay any GST

Except where express provision is made to the contrary, and subject to this clause, any consideration that may be provided under this Agreement is exclusive of any GST. If a party makes a taxable supply in connection with this Agreement for a consideration which represents its value, then the recipient of the taxable supply must also pay, at the same time and in the same manner as the value is otherwise payable, the amount of any GST payable in respect of the taxable supply.

17.3 Costs

To the extent that one party is required to reimburse another party for costs incurred by the other party, those costs do not include any amount in respect of GST for which the other party is entitled to claim an input tax credit.

17.4 Tax Invoice

A party's right to payment of GST is subject to a tax invoice being delivered to the recipient of the taxable supply.

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18 Assignment

The Owner may assign any right, credit or benefit it has under this Agreement, including this right to assign, to its successor in title.

19 General matters

19.1 Service of notice

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

- (1) by delivering it personally on that party; or
- (2) by sending it by pre paid post, addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or
- (3) by sending it by facsimile provided that a communication sent by facsimile must be confirmed immediately in writing by the sending party by hand delivery or pre paid post.

19.2 Time of service

A notice or other communication is deemed served:

- (1) if delivered personally, on the next following business day;
- (2) if posted within Australia to an Australian address, two (2) business days after the date of posting and in any other case, seven (7) business days after the date of posting;
- (3) if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that day;
- (4) if received after 6.00pm in the place of receipt or on a day which is not a business day, at 9.00am on the next business day.

19.3 No waiver

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

19.4 Jurisdiction

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

19.5 Severability

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

19.6 Disputes

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- (1) If there is a dispute between the parties concerning the interpretation or implementation of this Agreement, that dispute may be referred to the Tribunal for resolution to the extent permitted by the Act.
- (2) If there is a dispute concerning any matter which is not referable to the Tribunal under the Act, that 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.
- (3) Where provision is made in this Agreement that any matter be done to the satisfaction of the Council or must not be done without its consent and a dispute arises in relation to such provision, the dispute may be referred to the Tribunal in accordance with Section 149(1)(b) of the Act.
- (4) The parties are entitled to legal representation for the purposes of any arbitration or referral referred to in Clauses 19.6(2) and 19.6(3) above, and unless the Arbitrator, Chairman, nominee or the Tribunal otherwise directs, each party must bear its own costs.

19.7 No fettering of Council's powers

The parties acknowledge and agree 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 of any plans of subdivision applicable to the Land or relating to any use or development of the Land.

20 Commencement of Agreement

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

21 Amendment

21.1 This Agreement may be amended:

- (1) by written agreement between the parties; or
- (2) in accordance with Part 9 Division 2 of the Act.

21.2 If notice of a proposal to amend this Agreement is required pursuant to section 178C of the Act, the parties agree that only Council and the Owner of the Land or that part of the Land that is the subject of the proposal to amend this Agreement are required to be notified of the proposal.

22 Ending of Agreement

22.1 This Agreement comes to an end within the meaning of section 177(1) of the Act:

- (1) when the Owner has paid all Development Infrastructure Levy payable for the Land and Practical Completion has occurred for all Projects undertaken by the Owner;
- (2) in respect of a Developed Lot, upon the registration of the plan of subdivision creating that lot;
- (3) in respect of a Residential Lot, upon the issue of a Statement of Compliance for the plan of subdivision creating the lot;

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- (4) if the parties agree in writing to end the Agreement wholly or in part or as to any part of the Land in accordance with section 177(2) of the Act – in accordance with that agreement; or
- (5) if a decision to end the Agreement is made under Part 9 Division 2 of the Act – in accordance with that decision,

whichever occurs first.

22.2 If notice of a proposal to end this Agreement is required pursuant to section 178C of the Act, the parties agree that only Council and the Owner of the Land or that part of the Land that is the subject of the proposal to end this Agreement are required to be notified of the proposal.

22.3 Once this Agreement ends, the Council must, within a reasonable time, following a request from the Owner and at the cost of the Owner, complete and execute all documents necessary to make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the Register.

23 Counterparts

This Agreement may be executed in counterparts. Each counterpart is an original but the counterparts together are one and the same agreement. This Agreement is binding on the parties on the exchange of the executed counterparts. A copy of the original executed counterpart sent by facsimile machine or email:

- (1) must be treated as an original counterpart;
- (2) is sufficient evidence of the execution of the original; and
- (3) may be produced in evidence for all purposes in place of the original.



Executed by the parties as a deed.

signed on behalf
The common seal of Melton City Council
was affixed hereto in the presence of:
by ROBERT BAGGIO, MANAGER
PLANNING SERVICES, pursuant to
Chief Executive Officer
an instrument of delegation
authorised by Council on
Councillor

Signature of delegate.

25 June 2018 in the presence of:

Witness
Name Margo Savage

Executed by VS Fortune Pty Ltd ACN 616
275 293 in accordance with section 127 of ~~the Corporations Act 2001~~ by being signed by its attorney Michael Mammen
pursuant to Power of Attorney dated 26 June 2018 in the presence of:

Director/company secretary Witness

JACK QUINERT
Name of director/company secretary Witness
(BLOCK LETTERS)

Director Attorney

MICHAEL MAMMEN
Name of director Attorney
(BLOCK LETTERS)



Mortgagee's Consent

Westpac Banking Corporation as Mortgagee of registered Mortgage No. AQ591785W consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee in possession, agrees to be bound by the covenants and conditions of this Agreement.

Executed by Mortgagee:

Signed by **Westpac Banking Corporation** in the presence of:

.....
Signature of witness

.....
Name of witness (BLOCK LETTERS)

.....
Address of witness

SIGNED, SEALED and DELIVERED by **Pushpa Pidtala**
..... who holds the position of **Three Attorney for Westpac Banking Corporation** under power of attorney dated 17 January 2001, a certified copy of which is filed in the Permanent Order Book, No. 277, Page 16.


.....
Signature

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


.....
Signature of Witness



Imaged Document Cover Sheet

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Application to record an instrument

Section 45 Melbourne Strategic Assessment (Environment Mitigation Levy) Act 2020

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AT390587V

Lodged by

Name: *WARRICK MCGRATH*

Address: *8 NICHOLSON ST, EAST MELBOURNE 3002*

Reference:

Customer code: *237655*

The Secretary of the Department of Environment, Land, Water and Planning applies for the recording of a notification in the Register that an environmental mitigation levy may be payable.

Land: (volume and folio)

SEE ATTACHMENT

Applicant: (full name and address, including postcode)

*JOHN BRADLEY, SECRETARY, DEPARTMENT OF ENVIRONMENT, LAND, WATER AND PLANNING
8 NICHOLSON ST, EAST MELBOURNE 3002*

Signing:

Executed on behalf of *JOHN BRADLEY, SECRETARY, DEPARTMENT OF ENVIRONMENT, LAND, WATER AND PLANNING*

Signer Name *WARRICK MCGRATH, DIRECTOR, REGULATORY STRATEGY AND DESIGN,
DEPARTMENT OF ENVIRONMENT, LAND, WATER AND PLANNING
PURSUANT TO INSTRUMENT OF DELEGATION DATED 15 JULY 2020*

Signature *[Handwritten Signature]*

Execution Date *1/July/2020*

Full Name of Witness *ANGUS WILLIAMSON*
Witness Signature

[Handwritten Witness Signature]

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

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| 12072/671 | 12093/342 | 12154/766 | 12176/364 | 12188/871 | 12206/556 | |
| 12072/713 | 12093/368 | 12154/771 | 12176/386 | 12188/872 | 12206/560 | |
| 12072/715 | 12093/382 | 12154/775 | 12176/393 | 12188/874 | 12206/569 | |
| 12072/716 | 12093/385 | 12155/701 | 12176/575 | 12188/915 | 12206/574 | |
| 12072/717 | 12093/387 | 12156/073 | 12176/581 | 12188/920 | 12206/577 | |
| 12072/730 | 12093/528 | 12156/183 | 12176/583 | 12190/990 | 12206/579 | |
| 12073/065 | 12093/537 | 12156/188 | 12176/584 | 12191/187 | 12206/581 | |
| 12073/075 | 12093/552 | 12156/197 | 12176/600 | 12192/108 | 12206/595 | |

AT390587V

Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol
12073/079	12093/557	12156/260	12176/602	12192/124	12206/596
12073/082	12093/561	12156/276	12176/605	12192/128	12206/597
12073/094	12093/575	12156/284	12177/473	12192/456	12206/630
12073/096	12093/578	12156/296	12177/474	12192/465	12206/631
12077/642	12093/658	12156/299	12177/484	12192/470	12206/632
12079/220	12093/916	12156/904	12177/485	12192/473	12206/634
12079/463	12093/917	12156/906	12177/486	12192/476	12206/930
12080/771	12093/928	12156/914	12177/503	12192/535	12206/932
12080/772	12093/938	12156/916	12177/506	12192/757	12206/939
12080/792	12094/014	12160/876	12177/510	12192/759	12206/947
12080/795	12094/015	12161/317	12177/518	12192/766	12206/949
12081/117	12094/780	12161/585	12177/520	12192/774	12207/233
12081/123	12095/249	12161/588	12177/584	12195/277	12207/245
12081/129	12095/252	12161/591	12177/585	12195/284	12207/249
12081/133	12095/256	12161/601	12177/590	12195/288	12207/263
12082/106	12095/282	12161/606	12178/522	12195/292	12207/341
12082/116	12095/291	12161/615	12178/537	12195/295	12207/346
12082/126	12095/296	12161/622	12178/560	12195/299	12207/349
12082/132	12095/307	12162/464	12178/561	12195/309	12207/351
12082/373	12095/310	12162/471	12178/566	12195/311	12207/867
12082/513	12095/315	12162/478	12178/569	12195/316	12208/328
12082/771	12095/401	12162/479	12178/570	12195/336	12208/329
12082/776	12095/409	12162/482	12178/581	12195/337	12208/331
12082/777	12095/411	12162/507	12178/587	12195/341	12208/334
12082/778	12095/414	12162/511	12178/594	12195/365	12208/338
12082/781	12096/191	12162/528	12178/625	12195/369	12208/340
12082/791	12098/051	12162/529	12178/628	12195/796	12208/346
12082/798	12099/053	12162/545	12178/631	12195/800	12208/348
12082/808	12099/055	12162/548	12178/665	12195/827	12208/350
12082/833	12099/066	12162/549	12178/676	12195/831	12208/355
12083/961	12099/077	12162/555	12178/682	12195/836	12208/362
12085/061	12099/079	12162/556	12178/688	12195/838	12208/370
12085/075	12099/084	12162/801	12179/744	12195/845	12208/371
12085/078	12099/090	12162/802	12179/749	12196/174	12208/753
12085/513	12099/092	12162/807	12179/761	12196/178	12208/755
12085/887	12099/108	12163/088	12179/772	12196/308	12208/756
12085/901	12099/269	12163/100	12179/776	12196/310	12212/073
12085/905	12099/274	12163/104	12179/782	12196/318	12212/074
12085/916	12099/279	12163/129	12179/785	12196/323	12212/093
12085/922	12099/282	12163/131	12180/311	12196/333	12212/112
12085/923	12099/286	12163/135	12180/319	12196/335	12212/129
12085/926	12099/293	12163/271	12180/324	12196/613	12212/141
12085/972	12099/303	12163/272	12180/325	12196/617	12213/079
12085/978	12099/310	12163/276	12180/330	12197/262	12213/084
12085/988	12099/793	12163/292	12180/343	12197/271	12213/088

AT390587V

Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol
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12086/008	12099/884	12163/297	12180/359	12197/277	12213/090
12086/240	12099/942	12163/308	12180/368	12197/284	12214/027
12086/272	12099/948	12163/314	12180/370	12197/293	12214/032
12086/273	12101/073	12163/316	12180/403	12197/295	12214/070
12086/336	12102/363	12163/327	12180/407	12197/486	12214/073
12086/348	12102/375	12163/334	12180/411	12197/487	12214/074
12086/356	12102/380	12163/335	12180/414	12197/492	12214/078

Our ref: 394664
Your ref: 79105280-020-4

17 December 2025



LANDATA
697
Docklands

Email: landata.online@servictoria.com.au

PROPERTY INFORMATION CERTIFICATE - Pursuant to Regulation 51(1)

Address:	10 Noble Road ROCKBANK 3335
Property Title:	LOT: 457 PS: 811334X V/F: 12093/318

Regulation 51(1), Building Regulations 2018

Any person may request the relevant council to provide in respect of any building or land:-

a) Details of any permit or certificate of final inspection issued in the preceding 10 years

Permit No:	Issue date:	Building Works:	Final Approved	Occupancy / Final Inspection Certificate:	
				Number:	Date:
6925925653607	24/09/2019	Dwelling Attached Garage Porch	YES	6925925653607	26/02/2020

b) Details of any current statement issued under Regulation 64(1) (Combined Allotments) or Regulation 231(2) (Subdivision of existing buildings)

Statement Details:	Issue Date:	Description:
NIL		

c) Details of any current Notice or Order issued by the Relevant Building Surveyor under the Act

Building Enforcement Type:	Issue Date:	Description of Breach:	Cancellation Date:
NIL			

PLEASE NOTE:

- While every effort is made to provide full and accurate information, the Council's records may be deficient because of limitations in the period the records have been kept and/or because of their accuracy in recording or failure to record other permits, orders, variations or revocations.
- In addition, the existence of permits or certificates does not indicate whether all construction on a property complies with approvals. Independent inquiries should be made if in any doubt or if any problem is anticipated or encountered.

Please notify Council on 9747 7200 if you discover any discrepancies in relation to the above information.

Yours faithfully
Sofia Supangco
Building Unit
Melton City Council

A vibrant, safe and liveable
City accessible to all

Civic Centre
232 High Street
Melton VIC 3337

Postal Address
PO Box 21
Melton VIC 3337

ABN 22 862 073 889

☎ 03 9747 7200
✉ csu@melton.vic.gov.au
🌐 melton.vic.gov.au
📍 [cityofmelton](https://www.facebook.com/cityofmelton)

Domestic Building Insurance

Certificate of Insurance

Sam Sevilgen
176 Railway Cres
DALLAS
VIC 3047

Policy Number:
C440691

Policy Inception Date:
11/06/2019

Builder Account Number:
007470

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

Policy Schedule Details

Domestic Building Work: **C01: New Single Dwelling Construction**

At the property: **Lot 457 Noble Road ROCKBANK VIC 3335 Australia**

Carried out by the builder: **SIMONDS HOMES VICTORIA PTY LTD**

Builder ACN: **050197610**

! If the builder's name and/or its ABN/ACN listed above does not exactly match with the information on the domestic building contract, please contact the VMIA. If these details are incorrect, the domestic building work will not be covered.

For the building owner(s): **Sam Sevilgen**

Pursuant to a domestic building contract dated: **06/06/2019**

For the contract price of: **\$ 227,342.00**

Type of Cover: **Cover is only provided if SIMONDS HOMES VICTORIA PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order ***

The maximum policy limit for claims made under this policy is: **\$300,000 all inclusive of costs and expenses ***

The maximum policy limit for non-completion claims made under this policy is: **20% of the contract price limited to the maximum policy limit for all claims under the policy***

PLEASE CHECK

If the information on this certificate does not match what's on your domestic building contract, please contact the VMIA immediately on 1300 363 424 or email dbi@vmia.vic.gov.au

IMPORTANT

This certificate must be read in conjunction with the policy terms and conditions and kept in a safe place. These documents are very important and must be retained by you and any successive owners of the property for the duration of the period of cover.

* The cover and policy limits described in this certificate are only a summary of the cover and limits and must be read in conjunction with, and are subject to the terms, conditions, limitations and exclusions contained in the policy terms and conditions.

Period of Cover

Cover commences on the earlier of the date of the domestic building contract or date of building permit for the domestic building work and concludes:

- Two years from completion of the domestic building work or termination of the domestic building contract for non structural defects*
- Six years from completion of the domestic building work or termination of the domestic building contract for structural defects*

Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the Builder.

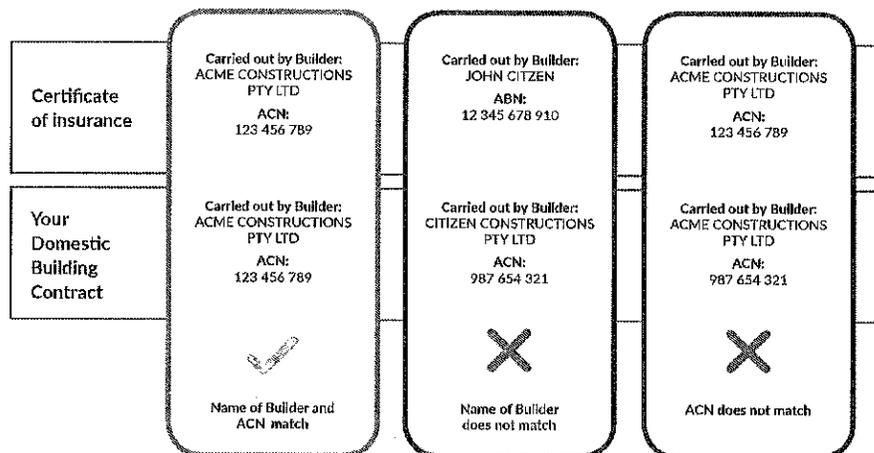
Issued by Victorian Management Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$640.00
GST:	\$64.00
Stamp Duty:	\$70.40
Total:	\$774.40

If the information on the certificate does not match exactly what is on your domestic building contract, please contact VMIA on 1300 363 424

Below are some example of what to look for





FORM 16
Regulation 192
Building Act 1993
Building Regulations 2018
OCCUPANCY PERMIT

PROPERTY DETAILS

Lot 457 (10) Noble Road, Rockbank - 3335

LP/PS PS811334X	VOLUME 12093	FOLIO 318	COUNTY -
CROWN ALLOTMENT -	SECTION -	PARISH -	
MUNICIPAL DISTRICT Melton City Council			

BUILDING PERMIT DETAILS

Building Permit No.: 6925925653607
 Version of the BCA applicable to building permit: National Construction Code Building Code of Australia 2016 – Volume 2

BUILDING DETAILS

Proposed construction of a new dwelling and garage

PART OF BUILDING WHICH PERMIT	BCA CLASSIFICATION	PERMITTED USE	ALLOWABLE FLOOR LOAD	NO. OF PEOPLE
Ground Floor	1a(i)	Dwelling	1.5 kPa	NA
Ground Floor	10a	Garage	2.5 kPa	NA

PERFORMANCE SOLUTION (IF APPLICABLE) – OPTION 1

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building to which this permit applies:

RELEVANT PERFORMANCE REQUIREMENT:	DETAILS OF PERFORMANCE SOLUTION:
P2.2.1 – Rain water management P2.2.2 – Weatherproofing P2.2.3 – Rising damp	<ol style="list-style-type: none"> 1. To allow the garage floor to be at the same height as the internal floor of the dwelling. Surface water will be restricted from entering the garage (and into the dwelling) due to: <ol style="list-style-type: none"> a. The garage floor will be a minimum of 60mm above the adjoining external driveway paving. b. The garage car entry door provides a weatherproof opening. c. The garage car entry door closes within 20mm slab edge rebate which will redirect water to outside the building. d. The internal wall between the garage and dwelling is provided with a 10mm water resistant upstand to control any water from the garage from entering the dwelling. 2. To allow the damp-proof course/flashing and weep holes to be level with the paving within 1m of the garage entry. 3. To allow the damp-proof course/flashing to be a maximum of 30mm below the adjoining graded access paving where the masonry wall is protected by a roof overhang.

PERFORMANCE SOLUTION (IF APPLICABLE)

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building to which this permit applies:

RELEVANT PERFORMANCE REQUIREMENT:	DETAILS OF PERFORMANCE SOLUTION:
1. P2.3.1 – Fire spread	1. To allow the exposed ends of the eaves to Class 10a building attached to a Class 1a dwelling, located with 900mm of the allotment boundary to be protected from the spread of fire using vertical 15mm fibre cement sheet and non-combustible construction.

PRESCRIBED REPORTING AUTHORITIES

The following bodies are prescribed reporting authorities for the purposes of the application for this permit in relation to the matters set out below:

REPORTING AUTHORITY	MATTER REPORTED ON OR CONSENTED TO	REGULATION No.
1. Melton City Council	Report & Consent – Legal Point of Discharge of Storm Water	133(2)

CONDITIONS

Occupation is subject to the following conditions:

1. It is the owner's responsibility to maintain the property in accordance with the Guide To Home Owners on Foundation Maintenance and Footing Performance. Failure to do so may cause the dwelling to deteriorate and may result in defects occurring.
2. The connection of water and gas (if required) with the relevant supply authorities.

SUITABILITY FOR OCCUPATION

At the date of this Occupancy Permit is issued the building to which this permit applies is suitable for occupation.

226 normanby road, southbank victoria 3006
 t +61 3 9673 0000 f +61 3 9673 0099

PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987
and the Planning and Environment Regulations 2005

CERTIFICATE REFERENCE NUMBER

1208666

APPLICANT'S NAME & ADDRESS

MEADOW HEIGHTS CONVEYANCING C/- LANDATA
MELBOURNE

VENDOR

S, S

PURCHASER

S, S

REFERENCE

15623

This certificate is issued for:

LOT 457 PLAN PS811334 ALSO KNOWN AS 10 NOBLE ROAD ROCKBANK
MELTON CITY

The land is covered by the:

MELTON PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a URBAN GROWTH ZONE - SCHEDULE 7
- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 7
- and MAY BE SUBJECT TO A GROWTH AREAS INFRASTRUCTURE CONTRIBUTION - FOR MORE INFORMATION GO TO THE WEBSITE
<https://www.planning.vic.gov.au/legislation-regulations-and-fees/planning-legislation/growth-areas-infrastructure-contribution>

A detailed definition of the applicable Planning Scheme is available at :
<http://planningschemes.dpcd.vic.gov.au/schemes/melton>

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

15 December 2025

Sonya Kilkenny
Minister for Planning

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be checked carefully.

The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

Copies of Planning Schemes and Amendments can be inspected at the relevant municipal offices.

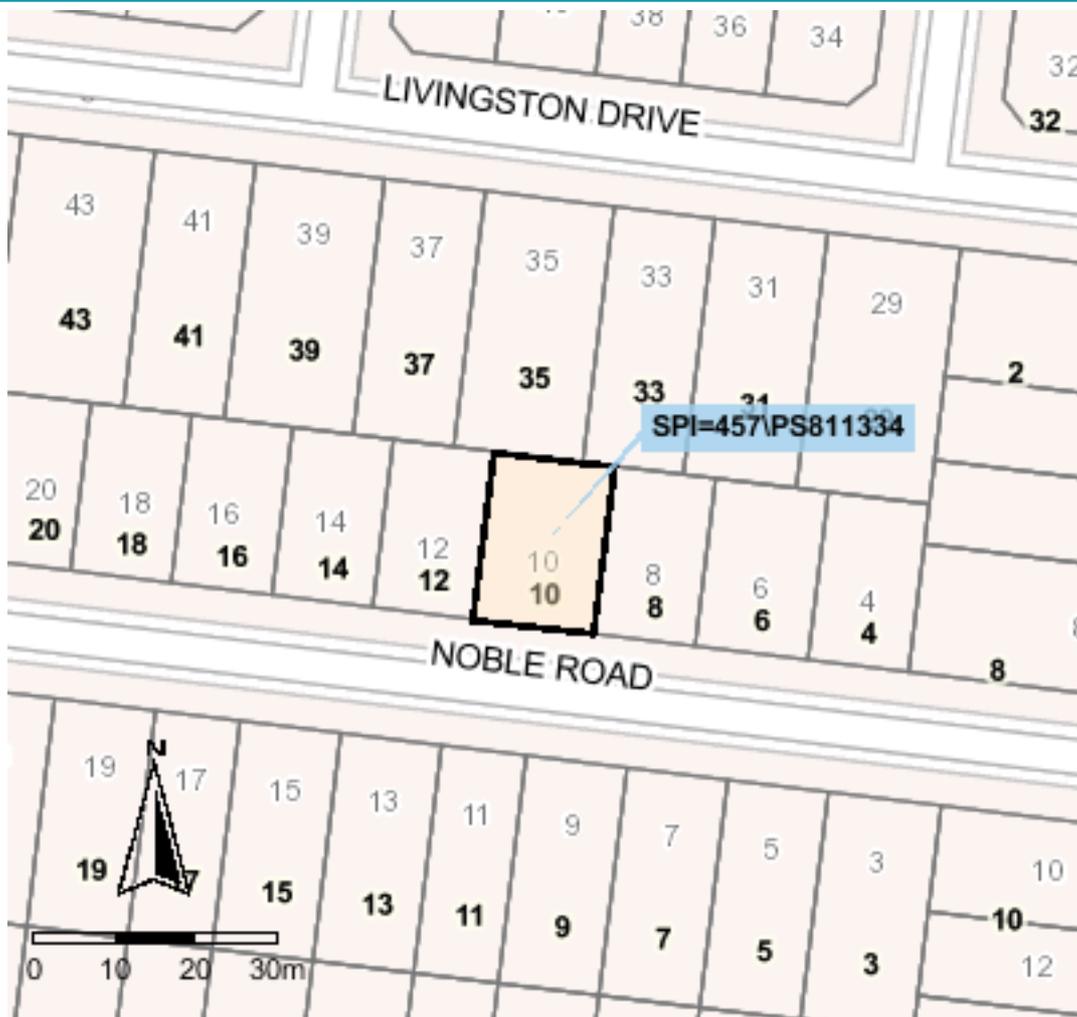
LANDATA@
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9102 0402 or email landata.enquiries@servictoria.com.au

Please note: The map is for reference purposes only and does not form part of the certificate.



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Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.
Next business day delivery, if further information is required from you.

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Details

LOT/PLAN NUMBER OR CROWN DESCRIPTION

Lot. 457 PS811334

LOCAL GOVERNMENT (COUNCIL)

Melton

LEGAL DESCRIPTION

457\PS811334

COUNCIL PROPERTY NUMBER

758201

LAND SIZE

 Premium report only

ORIENTATION

 Premium report only

FRONTAGE

 Premium report only

ZONES

UGZ - Urban Growth Zone - Schedule 7

OVERLAYS

DCPO - Development Contributions Plan Overlay - Schedule 7

State Electorates

LEGISLATIVE COUNCIL

Western Metropolitan Region

LEGISLATIVE ASSEMBLY

Kororoit District

Burglary Statistics

POSTCODE AVERAGE

1 in 6 Homes

STATE AVERAGE

1 in 76 Homes

COUNCIL AVERAGE

1 in 40 Homes

Council Information - Melton

PHONE

03 9747 7200 (Melton)

EMAIL

csu@melton.vic.gov.au

WEBSITE

<http://www.melton.vic.gov.au/>

PREMIUM REPORT \$24.90 - Includes:

Visit landchecker.com.au to view plans



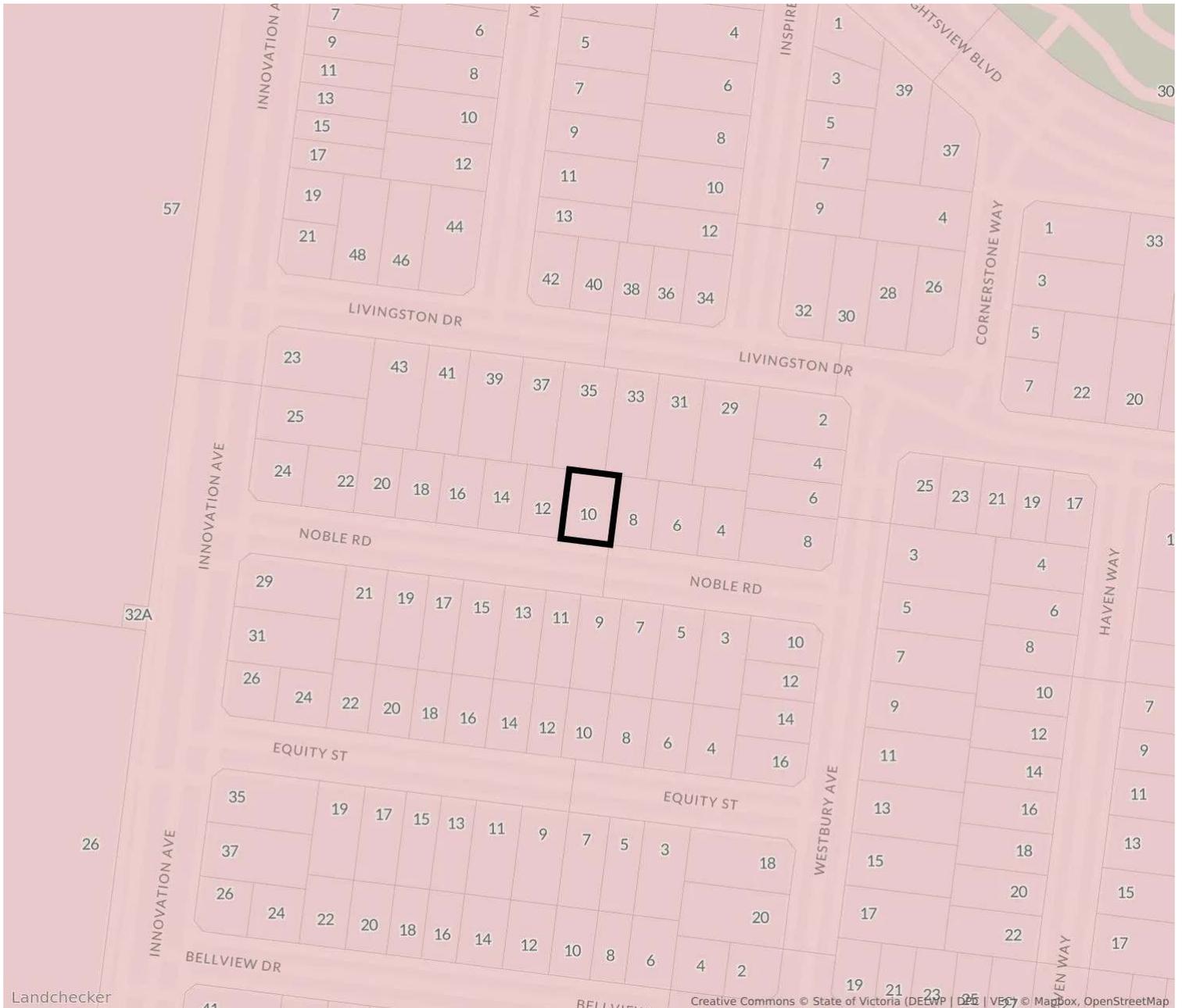
Planning Permits
Approved and Pending



Planning Scheme Amendments
90 days Proposed and Approved



Site Dimensions
Approximate Site Dimensions



UGZ7 - Urban Growth Zone - Schedule 7

- To implement the Municipal Planning Strategy and the Planning Policy Framework.
- To manage the transition of non-urban land into urban land in accordance with a precinct structure plan.
- To provide for a range of uses and the development of land generally in accordance with a precinct structure plan.
- To contain urban use and development to areas identified for urban development in a precinct structure plan.
- To provide for the continued non-urban use of the land until urban development in accordance with a precinct structure plan occurs.
- To ensure that, before a precinct structure plan is applied, the use and development of land does not prejudice the future urban use and development of the land.

VPP 37.07 Urban Growth Zone

Plan 1 shows the Future Urban Structure for the Rockbank Precinct Structure Plan. It is a reproduction of Plan 3 in the Rockbank Precinct Structure Plan, August 2016. Plan 1 to Schedule 7 to Clause 37.07

LPP 37.07 Schedule 7 To Clause 37.07 Urban Growth Zone

For confirmation and detailed advice about this planning zone, please contact MELTON council on 03 9747 7200.

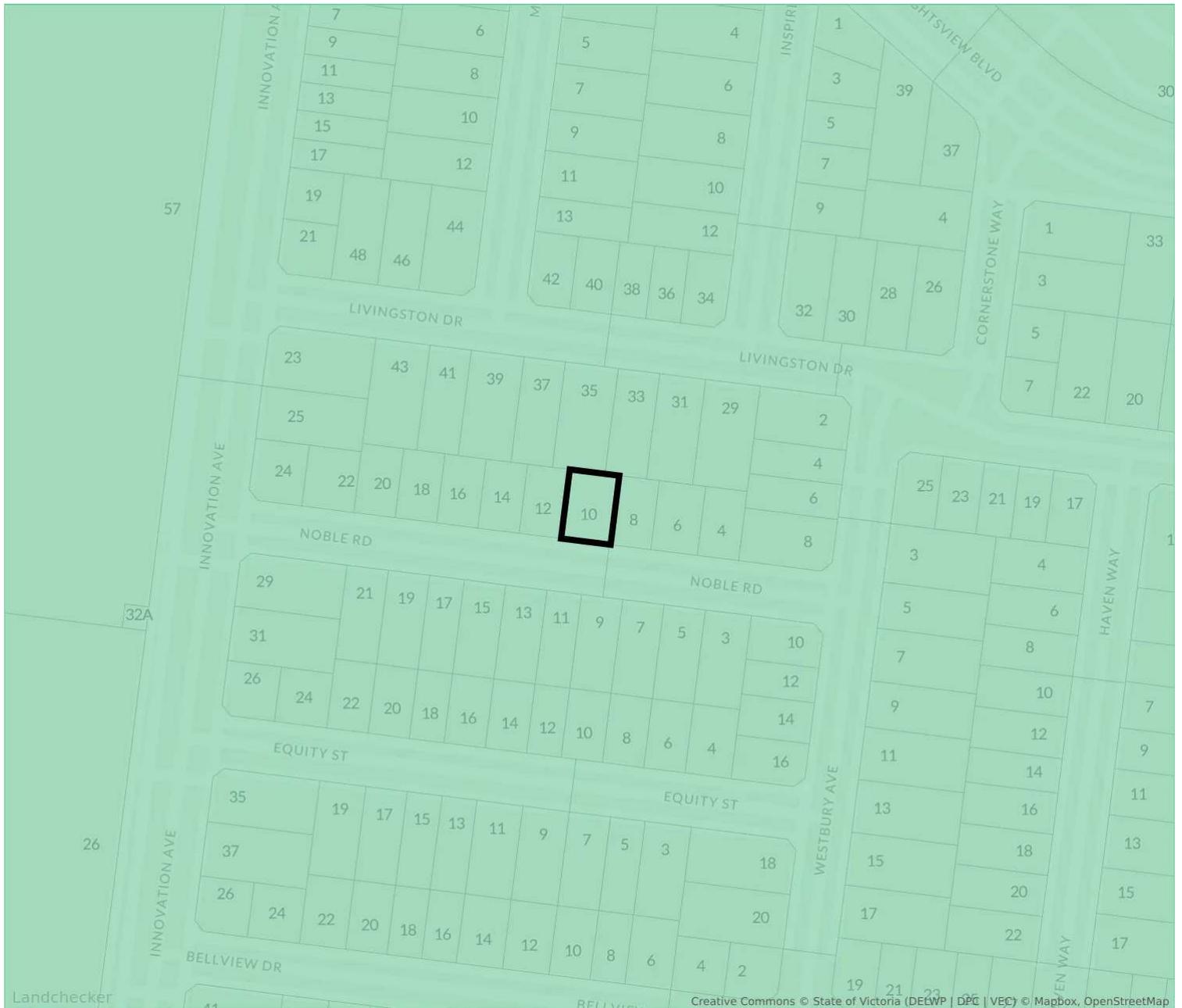
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 Planning Permits
Approved and Pending

 Planning Scheme Amendments
90 days Proposed and Approved

 Site Dimensions
Approximate Site Dimensions



DCPO7 - Development Contributions Plan Overlay - Schedule 7

To implement the Municipal Planning Strategy and the Planning Policy Framework.

To identify areas which require the preparation of a development contributions plan for the purpose of levying contributions for the provision of works, services and facilities before development can commence.

[VPP 45.06 Development Contributions Plan Overlay](#)

All land within the Rockbank Development Contributions Plan area shown as DCPO7 on the planning scheme maps.

[LPP 45.06 Schedule 7 To Clause 45.06 Development Contributions Plan Overlay](#)

For confirmation and detailed advice about this planning overlay, please contact MELTON council on 03 9747 7200.

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Planning Permits
Approved and Pending



Planning Scheme Amendments
90 days Proposed and Approved



Site Dimensions
Approximate Site Dimensions



There are no overlays in the vicinity

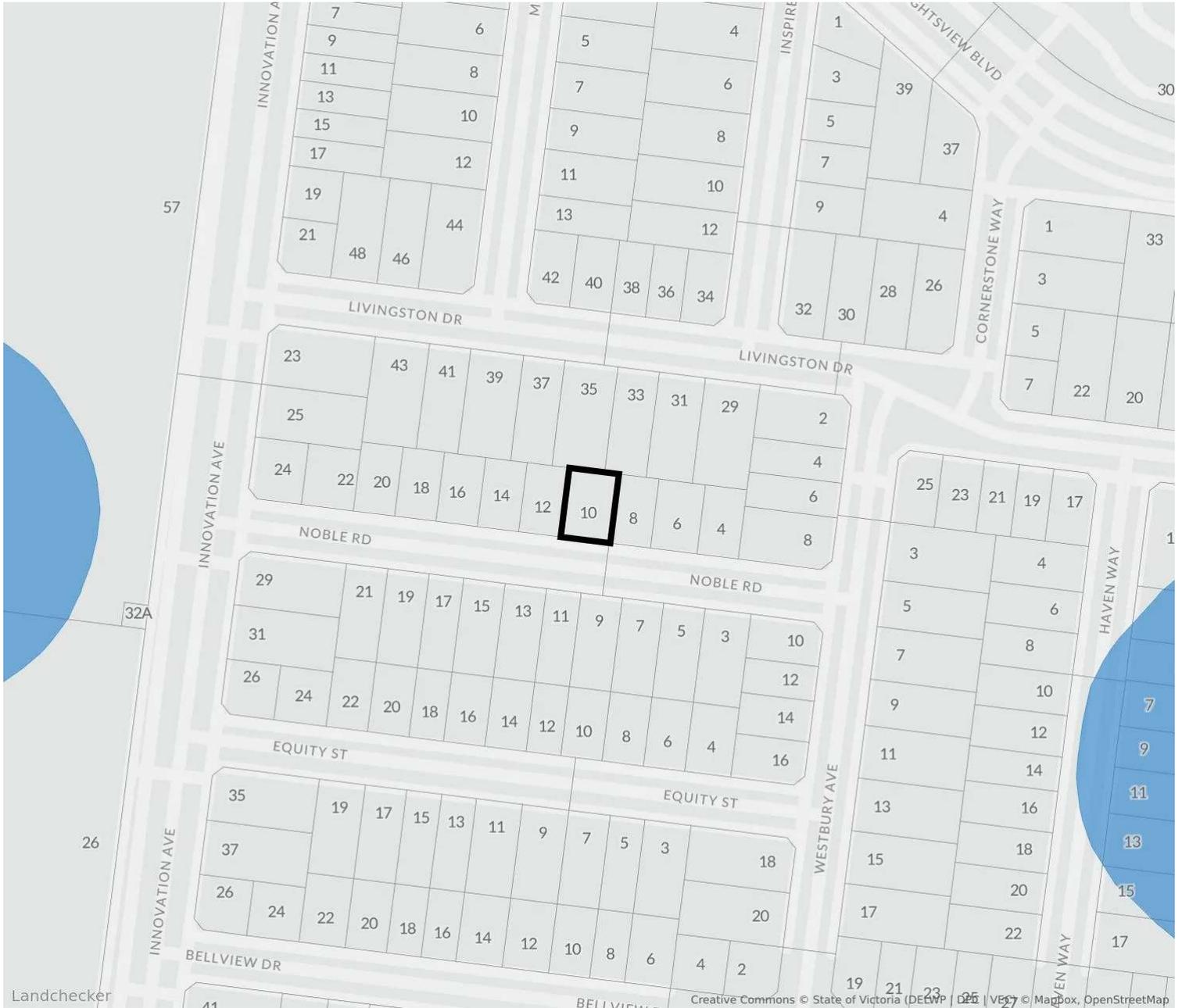
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Approved and Pending

 Planning Scheme Amendments
90 days Proposed and Approved

 Site Dimensions
Approximate Site Dimensions



Aboriginal Cultural Heritage Sensitivity

This property is within, or in the vicinity of, one or more areas of cultural heritage sensitivity.

For confirmation and detailed advice about the cultural sensitivity of this property, please contact MELTON council on 03 9747 7200.

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 Planning Scheme Amendments
90 days Proposed and Approved

 Site Dimensions
Approximate Site Dimensions



Flood

This property has not been specified as being affected by flooding according to [Landchecker flood sources](#). For further confirmation please reach out to MELTON to obtain a Flood Certificate for your property.

For confirmation and detailed advice about this flood area, please contact the relevant source authority.

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 Site Dimensions
Approximate Site Dimensions

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Planning Permits
Approved and Pending



Planning Scheme Amendments
90 days Proposed and Approved



Site Dimensions
Approximate Site Dimensions



■ Bushfire Prone Area

This property is not within a zone classified as a bushfire prone area.

For confirmation and detailed advice about this bushfire prone area, please contact the relevant source authority.

PREMIUM REPORT \$24.90 - Includes:

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Planning Permits
Approved and Pending



Planning Scheme Amendments
90 days Proposed and Approved



Site Dimensions
Approximate Site Dimensions



■ Landslide Prone Area

This property is not within a zone classified as a landslide prone area.

For confirmation and detailed advice about this landslide prone area, please contact the relevant source authority.

PREMIUM REPORT \$24.90 - Includes:

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 Planning Permits
Approved and Pending

 Planning Scheme Amendments
90 days Proposed and Approved

 Site Dimensions
Approximate Site Dimensions

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Planning Permits
Approved and Pending



Planning Scheme Amendments
90 days Proposed and Approved



Site Dimensions
Approximate Site Dimensions

From www.planning.vic.gov.au at 15 December 2025 09:23 AM

PROPERTY DETAILS

Address: **10 NOBLE ROAD ROCKBANK 3335**
Lot and Plan Number: **Lot 457 PS811334**
Standard Parcel Identifier (SPI): **457\PS811334**
Local Government Area (Council): **MELTON**
Council Property Number: **758201**
Planning Scheme: **Melton**
Directory Reference: **Melway 344 K12**

www.melton.vic.gov.au

[Planning Scheme - Melton](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **Greater Western Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **POWERCOR**

STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**
Legislative Assembly: **KOROROIT**
OTHER
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**
Fire Authority: **Country Fire Authority**

[View location in VicPlan](#)

Note

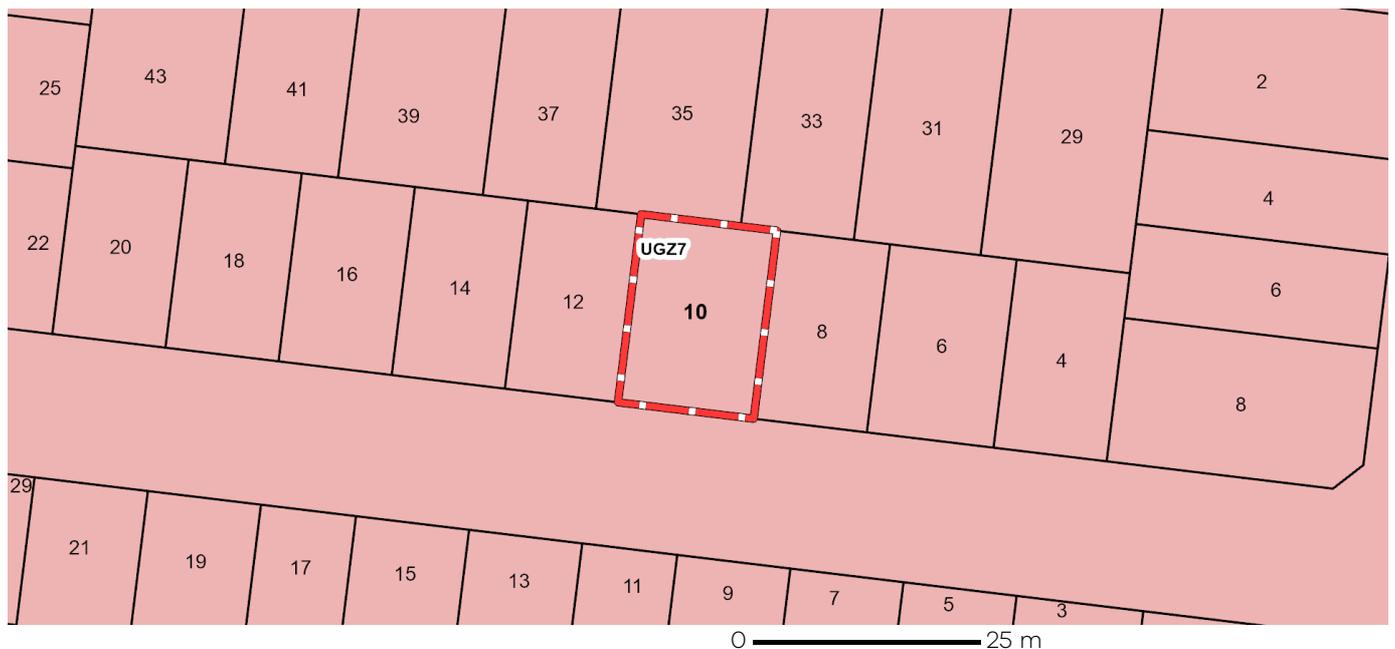
This land is in an area added to the Urban Growth Boundary after 2005. It may be subject to the Growth Area Infrastructure Contribution.

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

Planning Zones

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

[URBAN GROWTH ZONE - SCHEDULE 7 \(UGZ7\)](#)



UGZ - Urban Growth

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

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

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

Planning Overlay

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

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 7 \(DCPO7\)](#)

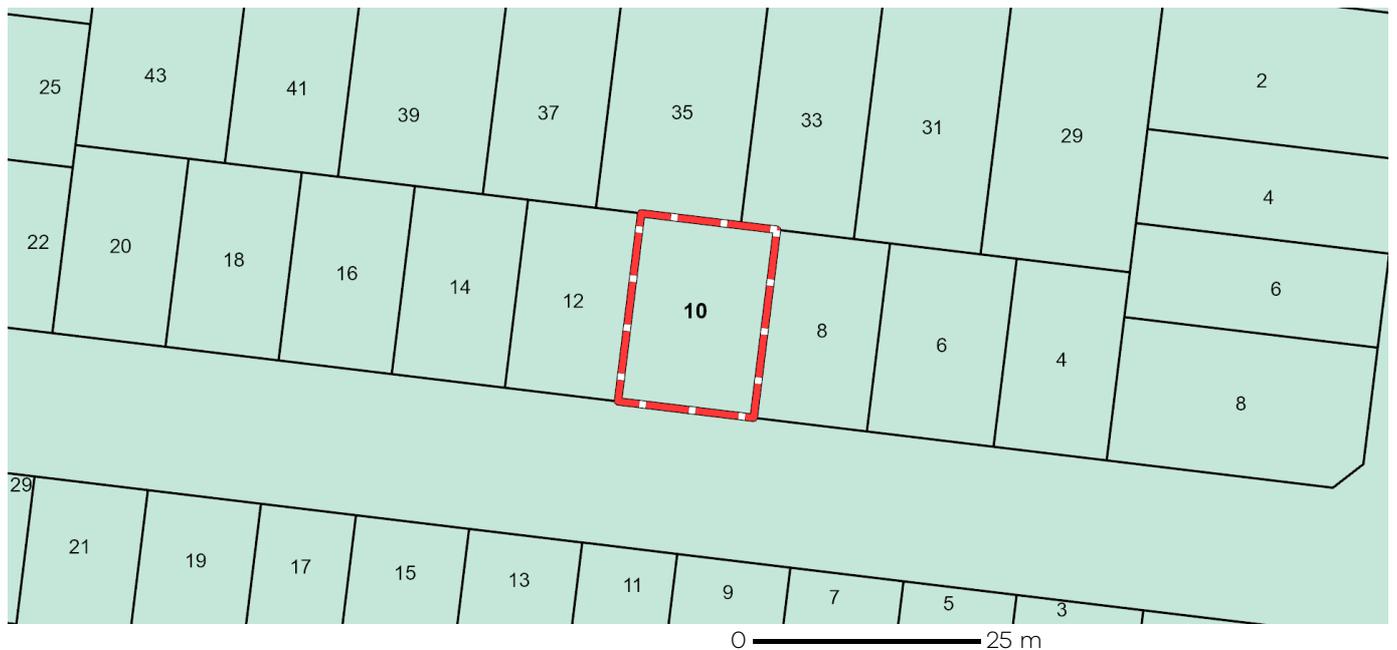


 **DCPO - Development Contributions Plan Overlay**

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

Growth Area Infrastructure Contribution

This property is in an area added to the Urban Growth Boundary after 2005. It may be subject to the Growth Area Infrastructure Contribution. For more information about this contribution go to [Victorian Planning Authority](#)



 **Land added to the UGB since 2005**

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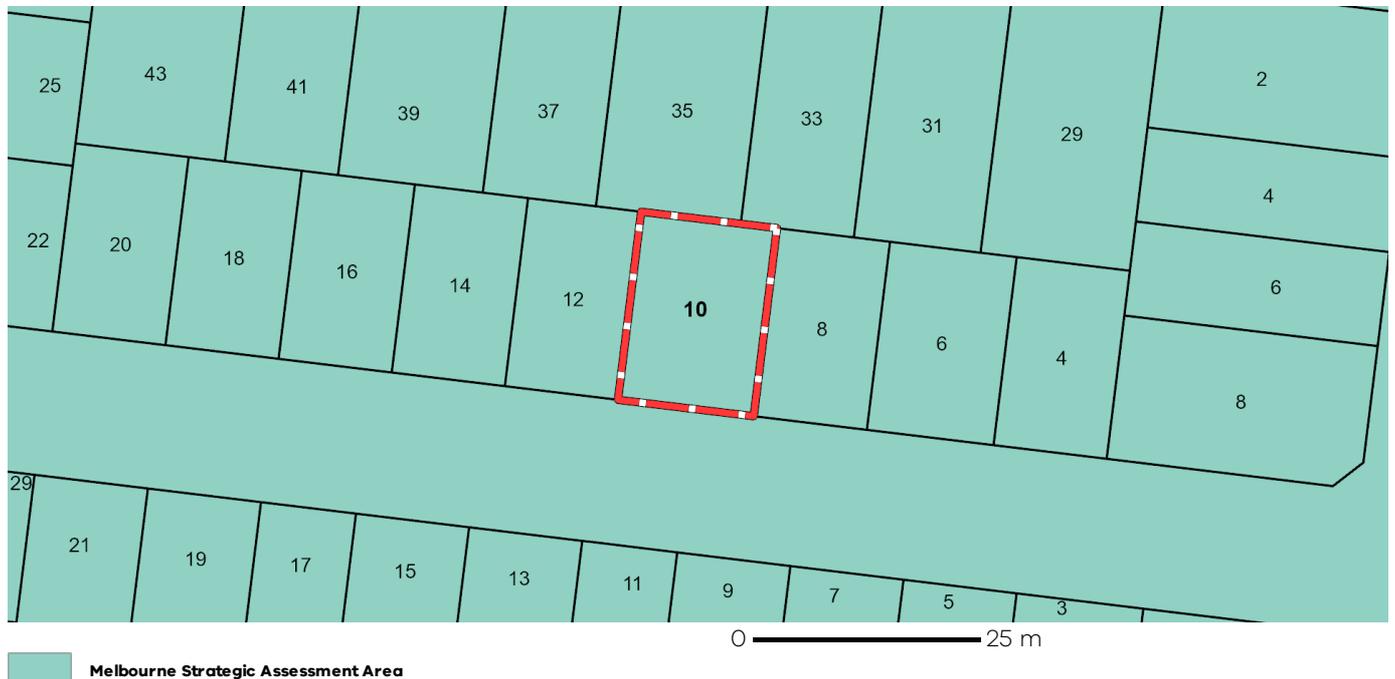
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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

Melbourne Strategic Assessment

This property is located within the Melbourne Strategic Assessment program area. Actions associated with urban development are subject to requirements of the Melbourne Strategic Assessment (Environment Mitigation Levy) Act 2020 and the Commonwealth Environment Protection and Biodiversity Conservation Act 1999. Follow the link for more details: <https://mapshare.vic.gov.au/msa/>



Further Planning Information

Planning scheme data last updated on 10 December 2025.

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

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

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

To view planning zones, overlay and heritage information in an interactive format visit <https://mapshare.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 \(environment.vic.gov.au\)](#) or please contact your relevant council.

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

Property Clearance Certificate

Land Tax



MEADOW HEIGHTS CONVEYANCING SERVICES

Your Reference: 15623
Certificate No: 94633651
Issue Date: 15 DEC 2025
Enquiries: ESYSPROD

Land Address: 10 NODLE ROAD ROCKBANK VIC 3335

Land Id	Lot	Plan	Volume	Folio	Tax Payable
46327222	457	811334	12093	318	\$243.75

Vendor: SAM SEVILGEN
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total	
MR SAM SEVILGEN	2025	\$290,000	\$975.00	\$0.00	\$243.75

Comments: Land Tax of \$975.00 has been assessed for 2025, an amount of \$731.25 has been paid. Land Tax will be payable but is not yet due - please see notes on reverse.

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
---------------------	------	------------------	------------------	-------

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


Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$520,000
SITE VALUE (SV):	\$290,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$243.75

Notes to Certificate - Land Tax

Certificate No: 94633651

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$975.00

Taxable Value = \$290,000

Calculated as \$975 plus (\$290,000 - \$100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$5,200.00

Taxable Value = \$520,000

Calculated as \$520,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Biller Code: 5249
Ref: 94633651

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 94633651

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



MEADOW HEIGHTS CONVEYANCING SERVICES

Your Reference:	15623
Certificate No:	94633651
Issue Date:	15 DEC 2025
Enquires:	ESYSPROD

Land Address: 10 NODLE ROAD ROCKBANK VIC 3335

Land Id	Lot	Plan	Volume	Folio	Tax Payable
46327222	457	811334	12093	318	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
110	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$520,000
SITE VALUE:	\$290,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 94633651

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



MEADOW HEIGHTS CONVEYANCING SERVICES

Your Reference:	15623
Certificate No:	94633651
Issue Date:	15 DEC 2025

Land Address: 10 NODLE ROAD ROCKBANK VIC 3335

Lot	Plan	Volume	Folio
457	811334	12093	318

Vendor: SAM SEVILGEN

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 94633651

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

<p>BPAY</p>  <p>Biller Code: 416073 Ref: 94633658</p> <p>Telephone & Internet Banking - BPAY®</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p>www.bpay.com.au</p>	<p>CARD</p>  <p>Ref: 94633658</p> <p>Visa or Mastercard</p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p>sro.vic.gov.au/payment-options</p>	<p>Important payment information</p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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MEADOW HEIGHTS CONVEYANCING
PO BOX 2059
MEADOW HEIGHTS VIC 3048

Information Statement Certificate

Reference number

15623

Statement number

2972937086

Date of Issue 15 Dec 2025**Total amount**

\$1,691.66

Total amount to end of June 2026 and includes any unbilled amount

Please see page 2 for detailed information

Water Act, 1989, Section 158

This Statement details all tariffs, charges and penalties due and payable to Greater Western Water, as at the date of this Statement, and also includes tariffs and charges, (other than for water yet to be consumed), which are due and payable to the 30 June 2026 as well as any relevant orders, notices and encumbrances applicable to the property, described hereunder.

Property address 10 NOBLE ROAD, ROCKBANK VIC 3335

Property number 4822660000

Lot on Plan 457\PS811334

Comments

Payment options

Greater Western Water ABN 70 066 902 467

**BPAY**

Billers code: **8789**

Ref: **18582300002**

Go to **bpay.com.au**

@Registered to BPAY
Pvt Ltd

ABN 69 079 137 518

**Australia Post**

Billpay code: **0362**

Ref: **0185 8230 0009**

Pay at any post office,
by phone **13 18 16**, at
postbillpay.com.au, or
via Auspost app



*362 018582300009

Annual Charges

Service charges

	Annual charge FY 2025 - 26	Frequency	Year to date billed amount	Outstanding amount
Residential Water Service Charge	\$224.22	Quarterly	\$56.51	\$56.51
Residential Sewer Service Charge	\$525.82	Quarterly	\$132.53	\$132.53
Parks	\$89.80	Quarterly	\$22.63	\$22.63
Waterways and Drainage	\$125.00	Quarterly	\$31.50	\$31.50
Total annual charges	\$964.84		\$243.17	\$243.17

Other charges and adjustments

Service charges owing for previous financial years	\$726.82
Volumetric charges owing to 10/09/2024	\$0.00
Adjustments	\$0.00
Total charges and adjustment	\$969.99

Outstanding charges

Current balance	\$969.99
Plus remainder service charges to be billed	\$721.67
Total charges	\$1,691.66

Volumetric Charges

Please note the water meter on this property was last read on 10/09/2024. The information supplied below could be used to calculate the estimated volumetric charges from last meter read date 10/09/2024 to the settlement date. Based on the water consumption from the last bill for this property, the average daily cost of volumetric charges is as follows: Usage \$0.00 per day

Disclaimer

Greater Western Water hereby certify that the information detailed in this statement is true and correct according to records held and that the prescribed fee has been received. However, Greater Western Water does not guarantee or make any representation or warranty as to the accuracy of this plan or associated details. It is provided in good faith as the best information available at the time. Greater Western Water therefore accepts no liability for any loss or injury suffered by any party as a result of any inaccuracy on this plan. The cadastral data included on this map originates from VICMAP Data and is licenced for re-use under Creative Commons License. Please refer to <https://www.propertyandlandtitles.vic.gov.au/> for any queries arising from information provided herein or contact Greater Western Water 13 44 99. This statement is valid for a period of 90 days from date of issue.

The subject property may be affected by drainage and/or flooding issues. For further information please contact Melbourne Water's Land Development Team on telephone 131722.

Where applicable, this statement gives particulars of Greater Western Water service charges as well as Parks Service and Waterways & Drainage service charges. Parks Service and Waterways & Drainage service charges are levied and collected on behalf of Parks Victoria and Melbourne Water Corporation respectively.

Section 274(4A) of the Water Act 1989 provides that all amounts in relation to this property that are owed by the owner are a charge on this property.

Section 275 of the Water Act 1989 provides that a person who becomes the owner of a property must pay to the Authority at the time the person becomes the owner of the property any amount that is, under Section 274(4A), a charge on the property.

General Information

If a special meter reading is required for settlement purposes please contact Greater Western Water on 13 44 99 at least 7 business days prior to the settlement date. Please note that results of the special meter reading may not be available for at least two business days after the meter is read. An account for charges from the previous meter read date to the special meter read date will be forwarded to the vendor of the property. Please visit Greater Western Water's website prior to settlement for an update on these charges and remit payments to Greater Western Water immediately following settlement - gww.com.au/information-statements. Updates of rates and other charges will only be provided for up to a period of 90 days from the date of issue.

Authorised Officer,

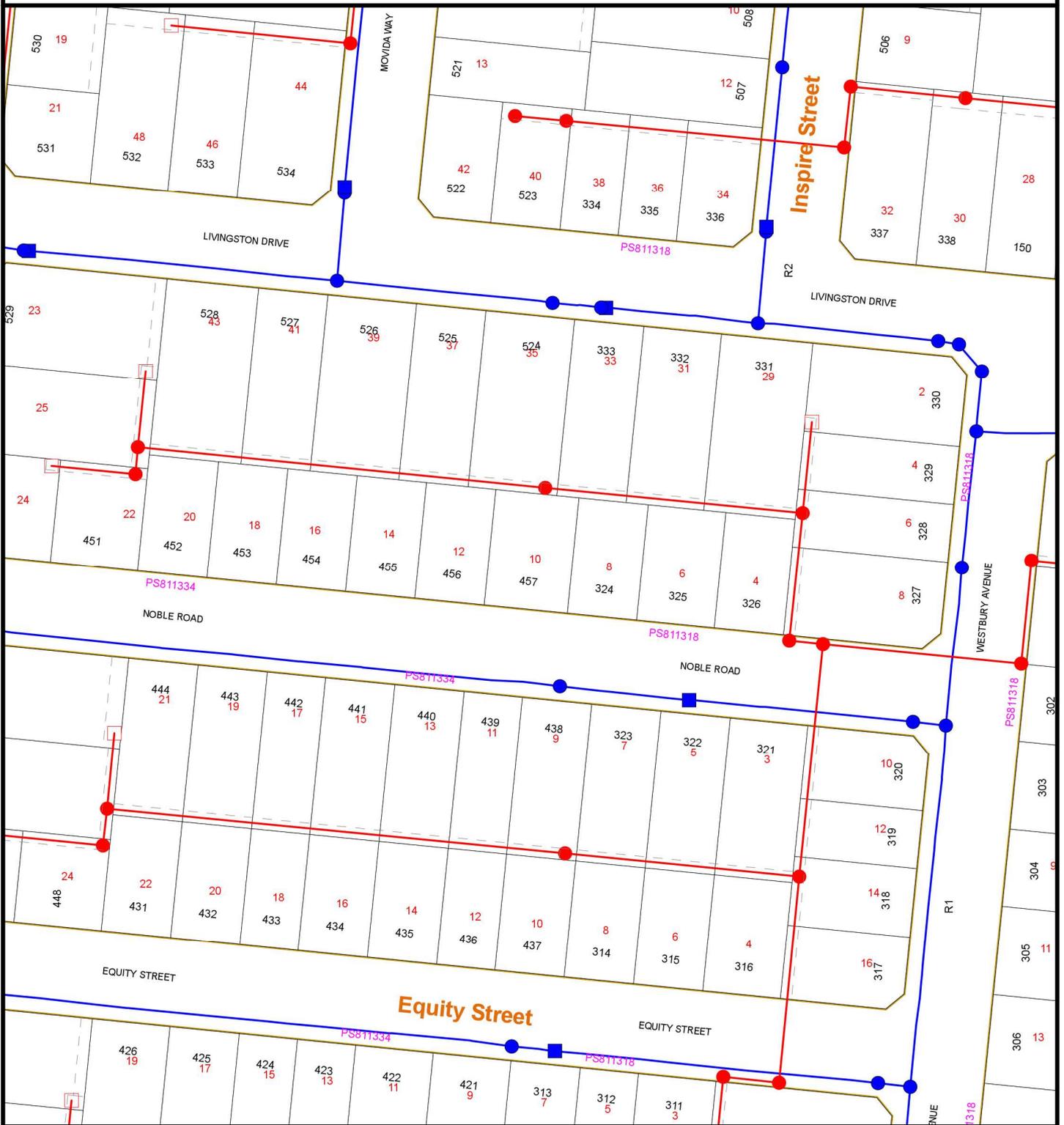


Terence Alvares

General Manager, Customer Experience

INFORMATION STATEMENT PLOT

Address : **10 NOBLE ROAD ROCKBANK VIC 3335**
 Reference : **PID000662284**



Scale 1:1000
 Printed on : 15/12/2025

Water Main DOES NOT traverse property
 Sewer Main DOES NOT traverse property



- Water Potable
- Water Recycled
- Sewer Main
- Abandoned Main

- Maintenance Shaft
- Inspection Shaft
- Node / Valve
- Hydrant



Greater Western Water
 36 Macedon St,
 Sunbury
 Locked Bag 350
 Sunshine
 VIC 3020
 Ph: 134 499
www.gww.com.au

Disclaimer : The location of assets must be proved in the field prior to the commencement of work. A separate plan showing asset labels should be obtained for any proposed works. These plans do not indicate private services. Greater Western Water Corporation does not guarantee and makes no representation or warranty as to the accuracy or scale of this plan. This corporation accepts no liability for any loss, damage or injury by any person as a result of any inaccuracy in this plan.

2nd Instalment Notice Rates & Charges

For the period 1 July 2025 to 30 June 2026

2025/2026

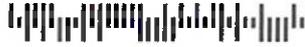
T: (03) 9747 7200
W: melton.vic.gov.au
E: revenue@melton.vic.gov.au



A.B.N 22 862 073 889

NK

Date of Issue: 22/10/2025



S Sevilgen
C/- Ray White Werribee
G05 22 Synnot Street
WERRIBEE VIC 3030



024
I032788
DLX4_9107

Arrears will be charged interest at 10% P.A.

Arrears Amount
\$458.40

Pay this amount
\$455.80

Assessment Number
758201

Due
IMMEDIATELY

Not later than
30/11/2025

Property Location 10 Noble Road ROCKBANK VIC 3335	Ward MOUNT ATKINSON
Description LOT 457 PS 811334X V/F 12093/318	

Capital Improved Value \$520,000	Site Value \$285,000	Net Annual Value \$26,000	PRESCRIBED DATE OF VALUATION: 01/01/2025
			EFFECTIVE DATE OF VALUATION: 01/07/2025

If you have a current payment arrangement or direct debit, continue with your payments as agreed. Retain this notice for your records, additional copies will incur a fee.

Arrears brought forward
Second Instalment Amount

\$458.40
\$455.80

1st Instalment	30/09/2025
2nd Instalment	30/11/2025
	\$455.80
3rd Instalment	28/02/2026
	\$455.80
4th Instalment	31/05/2026
	\$455.80

Total Balance
\$1,825.80



Personal information is collected and used by Council to facilitate the delivery of Council services including Rates, Valuations, Planning and production of a Voters Roll for Council Elections. This information will not be disclosed except as required by law.



Payment Reference No.
001007582016



Billier Code: 1123



melton.vic.gov.au



1300 067 479



*330000007582016

ASSESSMENT NUMBER 758201

RATE PAYER S Sevilgen

PROPERTY LOCATION 10 Noble Road ROCKBANK VIC 3335



Scan here to pay

Amount Payable
\$914.20

FlexiPay VISA Mastercard Bank Account Pay Apple Pay

GO GREEN. GO ELECTRONIC.

Receive your rates notices via email

Register now at melton.enotices.com.au
with eNotices reference number:

8EA1539B2Q



MELTON CITY COUNCIL

IMPORTANT INFORMATION REGARDING RATES AND CHARGES

Hardship

If you are having difficulty paying your rates you may apply for a payment plan, deferral or hardship. Refer to Council's website to view our Financial Assistance (Rates and Charges) Policy.

Penalties for late payments

Amounts not paid by the due dates shown on this notice will be charged interest at 10% per annum from the due date of each instalment, unless an approved payment plan is in place.

All payments will be allocated as follows:

1. Legal costs owing (if any);
2. Arrears interest owing (if any);
3. Arrears owing;
4. Current owing.

Notice of valuation

This property has been valued at the prescribed date shown on the front of this notice, along with the effective date. Any amendment to the valuation may result in change to your rates, for which a supplementary rate notice will be issued. The basis of the assessment is the Capital Improved Value for the calculation of the Municipal rates. The State Revenue Office uses the Site Value in assessing land tax.

Australian Valuation Property Classification Code

The AVPCC represents the existing land use of the property for Valuation Best Practice valuation purposes and for determining the appropriate land use classification for the Emergency Services and Volunteer Fund.

Objection to valuation

You have a right under section 16/17 of the Valuation of Land Act 1960 to object to the valuation on a number of grounds (Sec 17). Objections must be lodged on the prescribed form (Sec 18) within two (2) months of the issue of the valuation notice or any supplementary notice. Contact us for further information.

Appeal against the rates

A ratepayer has the right under the Local Government Act 1989 to

- (i) apply to the Victorian Civil and Administration Tribunal under section 183 of the Act for a review in relation to a differential rating;
 - (ii) appeal to the County Court under section 184 of the Act for a review in relation to a rate or charge;
- The appeal must be lodged in both instances within 60 days after first receiving written notice of the rate or charge. The grounds for appealing and the procedure for making an application are set out in the respective sections listed above.

NOTE: Lodging an appeal or objection does not prevent recovery of rates, charges and Emergency Services and Volunteer Fund. Interest will still be charged on overdue amounts.

Emergency Services and Volunteers Fund

The owner(s) of rateable land under the Emergency Services and Volunteers Fund Act 2012 (Sec 27), may apply for a waiver or deferral. In addition, the owner(s) of non-rateable land, which is leviable for the Emergency Services and Volunteers Fund can also apply for a waiver or deferral. Further information is available at sro.vic.gov.au/esvf

Are you a pensioner?

Council offers rates assistance for pensioners of \$90.00 in addition to a \$266.00 (maximum) State Government rebate and \$50.00 fixed rebate for the Emergency Services and Volunteer Fund. Eligible cards: Centrelink Pensioner Concession Cards and Department of Veterans Affairs Gold Card (War Widow or TPI). **Health Care and Senior cards are ineligible**

Change of address/ownership

The property owner must notify Council in **writing** of any change of postal and residential address. Failure to do so may result in interest and legal fees being payable. A Notice of Acquisition is required for any ownership changes.

Differential rate comparison

Council is required to provide the following rate comparison information. It shows what rates would have been raised if your property was classified with an alternative differential rate. This only applies to General Rates and does not include Emergency Services and Volunteer Fund or Waste Charges. Refer to Council's website for information in relation to the differential rating categories.

General Rate	0.0021158	
Vacant Land	0.0035969	
Extractive Industry Land	0.0060935	
Commercial/Industrial Developed Land	0.0033853	
Commercial/Industrial Vacant Land	0.0047606	
Retirement Village Land	0.0017984	
Rural Living Land	0.0019042	
Rural Land	0.0015234	
Urban Growth Land	0.0016926	

Rate cap

Council has complied with the Victorian Government's rates cap of 3 per cent. The cap applies to the average annual increase of rates and charges. The rate and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

- (i) the valuation of your property relative to the valuation of other properties in the municipal district;
- (ii) the application of any differential rate by Council;
- (iii) the inclusion of other rates and charges not covered by the Victorian Government's rates cap.

PAYMENT METHODS

 INTERNET	 BY PHONE	 IN PERSON	 BY MAIL
To make payments using your MasterCard or Visa, please visit melton.vic.gov.au/onlinepayments	Payments can be made using your MasterCard or Visa by ringing 1300 067 479 with your reference and following the prompts. This facility is available 24 hours a day 7 days a week. (Minimum \$5)	<p>Australia Post Payments can be made in-store at Australia Post using cash, cheque or debit cards only. (Minimum \$25 per notice)</p> <p>Melton Civic Centre 232 High Street, Melton 3337</p> <p>Melton Library & Learning Hub 31 McKenzie Street Melton 3337</p> <p>Caroline Springs Civic Centre/Library 193-201 Caroline Springs Boulevard Caroline Springs 3023</p> <p>Payments can be made by cash, cheque, debit cards, MasterCard or Visa.</p> <p>Refer to our website for hours.</p>	<p>Send your payment (cheques/money order only) with the deposit slip to the Melton City Council, PO Box 21, Melton Vic 3337.</p> <p>If mailing please allow sufficient time as Council is not responsible for any postal delays.</p>
 BPAY Contact your bank to make payment directly from your account. (Minimum \$25) More info: bpay.com.au Bill code: 1123	 DIRECT DEBIT FlexiPay Payments can be deducted from your Bank Account or Credit Card. To setup a direct debit, scan the QR code on the front of the notice or visit melton.vic.gov.au/rates		 CENTREPAY To set up deductions from your Centrelink payments, contact Centrelink and provide Council's CRN 555 054 346L, and your 12 digit Payment Reference No. To discuss the amount to pay, contact Council.



FORM 2
Regulation 37(1)
Building Act 1993
Building Regulations 2018
BUILDING PERMIT

ISSUED TO (AGENT OF OWNER)

Simonds Homes Victoria Pty Ltd - 1/570 St Kilda Road, Melbourne - 3004, VIC
westbuildingpermits@simonds.com.au

ADDRESS FOR SERVING OR GIVING OF DOCUMENTS

Simonds Homes Victoria Pty Ltd - 1/570 St Kilda Road, Melbourne - 3004, VIC
Contact: Simonds Homes Telephone: 03 9682 0700

OWNERSHIP DETAILS

Sam Sevilgen - 176 Railway Crescent, Dallas - 3047, VIC
Contact: Sam Sevilgen Email: sam.sevilgen11@gmail.com Telephone: 0401 688 217

PROPERTY DETAILS

Lot 457 (10) Noble Road, Rockbank - 3335

LPIS PS811334X	VOLUME 12093	FOLIO 318	COUNTY -
CROWN ALLOTMENT -	SECTION -	PARISH -	

MUNICIPAL DISTRICT
Melton City Council

BUILDER

Simonds Homes Victoria Pty Ltd, 1/570 St Kilda Road, Melbourne - 3004, VIC
03 9682 0700

DETAILS OF BUILDING PRACTITIONERS AND ARCHITECTS WHO WERE ENGAGED TO PREPARE DOCUMENTS FORMING PART OF THE APPLICATION FOR THIS PERMIT

Simonds Homes Victoria Pty Ltd	Builder	CDB-U 49491
Louis Tantri	Engineer	EC 40296
Stuart McLennan	Building Surveyor	BS-U 1577

DETAILS OF BUILDING PRACTITIONERS AND ARCHITECTS TO BE ENGAGED IN THE BUILDING WORK

Simonds Homes Victoria Pty Ltd	Builder	CDB-U 49491
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DETAILS OF DOMESTIC BUILDING WORK INSURANCE

Insurance House Pty Ltd	INSURANCE POLICY NUMBER C440691
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NATURE OF BUILDING WORK

Proposed construction of a new dwelling and garage

Version of BCA applicable to permit: National Construction Code Building Code of Australia 2016 – Volume 2

STOREYS CONTAINED One	STAGE OF BUILDING WORK PERMITTED Whole	COST OF BUILDING WORK \$227,342.00	FLOOR AREA OF NEW BUILDING WORK 172 m2
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**BUILDING CLASSIFICATION
PART OF BUILDING**

Ground Floor	BCA CLASSIFICATION 1a(i)	DESCRIPTION Dwelling
Ground Floor	10a	Garage

PERFORMANCE SOLUTION (IF APPLICABLE) – OPTION 1

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building to which this permit applies:

RELEVANT PERFORMANCE REQUIREMENT:	DETAILS OF PERFORMANCE SOLUTION:
P2.2.1 – Rain water management P2.2.2 – Weatherproofing P2.2.3 – Rising damp	<ol style="list-style-type: none"> To allow the garage floor to be at the same height as the internal floor of the dwelling. Surface water will be restricted from entering the garage (and into the dwelling) due to: <ol style="list-style-type: none"> The garage floor will be a minimum of 60mm above the adjoining external driveway paving. The garage car entry door provides a weatherproof opening. The garage car entry door closes within 20mm slab edge rebate which will redirect water to outside the building. The internal wall between the garage and dwelling is provided with a 10mm water resistant upstand to control any water from the garage from entering the dwelling. To allow the damp-proof course/flashing and weep holes to be level with the paving within 1m of the garage entry. To allow the damp-proof course/flashing to be a maximum of 30mm below the adjoining graded access paving where the masonry wall is protected by a roof overhang.

PERFORMANCE SOLUTION (IF APPLICABLE)

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building to which this permit applies:

RELEVANT PERFORMANCE REQUIREMENT:	DETAILS OF PERFORMANCE SOLUTION:
1. P2.3.1 – Fire spread	1. To allow the exposed ends of the eaves to Class 10a building attached to a Class 1a dwelling, located with 900mm of the allotment boundary to be protected from the spread of fire using vertical 15mm fibre cement sheet and non-combustible construction.

PRESCRIBED REPORTING AUTHORITIES

The following bodies are prescribed reporting authorities for the purposes of the application for this permit in relation to the matters set out below:

REPORTING AUTHORITY	MATTER REPORTED ON OR CONSENTED TO	REGULATION No.
1. Melton City Council	Report & Consent – Legal Point of Discharge of Storm Water	133(2)

226 normanby road, southbank victoria 3006
t +61 3 9673 0000 f +61 3 9673 0099
a division of bcg (aust) pty ltd
acn 114 332 017 abn 18 394 329 425

CBS 2019/4250

PROTECTION WORK

Protection work is not required in relation to the building work proposed in this permit.

INSPECTION REQUIREMENTS

The mandatory inspection notification stages are:

Before placing a footing	Before pouring an in situ reinforced concrete	The completion of framework	Final, on completion of all building work
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OCCUPATION OR USE OF BUILDING

An occupancy permit is required prior to the occupation or use of this building.

If an occupancy permit is required, the permit is required for the whole of the building in relation to which the building work is carried out.

COMMENCEMENT AND COMPLETION

The building work must commence by 24/09/2020.

If the building work to which this building permit applies is not commenced by this date, this building permit will lapse unless an extension is applied for and granted by the Relevant Building Surveyor before this date under Regulation 59 of the Building Regulations 2018.

This building work must be completed by 24/09/2021.

If the building work to which this building permit applies is not completed by this date, this building permit will lapse unless an extension is applied for and granted by the Relevant Building Surveyor before this date under Regulation 59 of the Building Regulations 2018.

CONDITIONS:

This Permit is subject to the following conditions: -

- This building permit shall be read in-conjunction with the endorsed drawings.
- The builder named in the building permit must ensure that a copy of the building permit and one copy of each document given to the builder under Regulation 40 are available for inspection at the allotment while the building work to which the building permit applies is being carried out on that allotment.
- The builder named in the building must ensure that
 - The following information is displayed on the allotment for which the permit relates in a conspicuous position accessible to the public before commencement of the building work to which the permit applies-
 - The registration numbers and contact details of the builder and the Relevant Building Surveyor;
 - The building permit number and the date of issue of the permit; and
 - The information referred to in paragraph (a) continues to be displayed and remains visible and legible for the duration of the building work.
- It is the owner's responsibility to ensure that building works are in accordance with any restrictions and / or covenants on the Certificate of Title and the associated Plan of Sub-Division.
- Prior to the Mandatory Frame Inspection Stage, the builder shall supply the engineered design documentation for any prefabricated Walls (including bracing design), Floors and/or Roof Truss Computations to the Relevant Building Surveyor.
- If access is required upon the footpath the builder is to obtain report and consent pursuant to Building Regulation 116 Protection of the Public.
- This dwelling has been designed to achieve a minimum of 6 STAR ENERGY RATING and includes a 2,000 litre RAIN WATER TANK (a roof catchment area of 50m²) connected to all sanitary flushing systems and a SOLAR WATER HEATER system with 60% solar gain.
- The building/s envelope is not within a designated bushfire prone area as designated in the mapping by VIC Land channel at the date of Building permit issue. No bushfire construction requirements apply.
- The Relevant Building Surveyor certifies that substantial progress was made on the design of the building to which this permit relates, prior to 1st May 2019. The requirements of the **National Construction Code – BCA 2019 (Volume 2)** do not apply to the relevant building work pursuant to section 10(2) of the Building Act 1993.

RELEVANT BUILDING SURVEYOR

Clem Giambattista

BUSINESS

Checkpoint Building Surveyors
Address: 226 Normanby Road Southbank VIC 3006
Email: enquiries@checkpoint.com.au
Phone: (03) 9673 0000

SIGNATURE



REGISTRATION No.

BS-U16908

PERMIT No.

6925925653607

DATE

24/09/2019

NOTES:

- Under Regulation 43 an owner of a building or land, for which a building permit has been issued, must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units.
- Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than \$16,000) must be covered by an insurance policy as required under section 135 of the Building Act 1993.
- Restrictions on the sale of the property apply under Section 137B of the Building Act 1993 for an owner-builder.
- It's the responsibility of the owner-builder to provide the names of the registered building practitioners (trade contractors who require registration) with continuing involvement or with no further involvement for building works over \$5,000 and the domestic warranty insurance for building works over \$16,000.

226 normanby road, southbank victoria 3006
t +61 3 9673 0000 f +61 3 9673 0099
a division of bcg (aust) pty ltd
acn 114 332 017 abn 18 394 329 425

CBS 2019/4250

FORM 16
Regulation 192
Building Act 1993
Building Regulations 2018
OCCUPANCY PERMIT

PROPERTY DETAILS

Lot 457 (10) Noble Road, Rockbank - 3335			
LP/PS PS811334X	VOLUME 12093	FOLIO 318	COUNTY -
CROWN ALLOTMENT -	SECTION -	PARISH -	
MUNICIPAL DISTRICT Melton City Council			

BUILDING PERMIT DETAILS

Building Permit No.: 6925925653607
Version of the BCA applicable to building permit: National Construction Code Building Code of Australia 2016 – Volume 2

BUILDING DETAILS

Proposed construction of a new dwelling and garage				
PART OF BUILDING WHICH PERMIT	BCA CLASSIFICATION	PERMITTED USE	ALLOWABLE FLOOR LOAD	NO. OF PEOPLE
Ground Floor	1a(i)	Dwelling	1.5 kPa	NA
Ground Floor	10a	Garage	2.5 kPa	NA

PERFORMANCE SOLUTION (IF APPLICABLE) – OPTION 1

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building to which this permit applies:

RELEVANT PERFORMANCE REQUIREMENT:	DETAILS OF PERFORMANCE SOLUTION:
P2.2.1 – Rain water management P2.2.2 – Weatherproofing P2.2.3 – Rising damp	<ol style="list-style-type: none"> 1. To allow the garage floor to be at the same height as the internal floor of the dwelling. Surface water will be restricted from entering the garage (and into the dwelling) due to: <ol style="list-style-type: none"> a. The garage floor will be a minimum of 60mm above the adjoining external driveway paving. b. The garage car entry door provides a weatherproof opening. c. The garage car entry door closes within 20mm slab edge rebate which will redirect water to outside the building. d. The internal wall between the garage and dwelling is provided with a 10mm water resistant upstand to control any water from the garage from entering the dwelling. 2. To allow the damp-proof course/flashing and weep holes to be level with the paving within 1m of the garage entry. 3. To allow the damp-proof course/flashing to be a maximum of 30mm below the adjoining graded access paving where the masonry wall is protected by a roof overhang.

PERFORMANCE SOLUTION (IF APPLICABLE)

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building to which this permit applies:

RELEVANT PERFORMANCE REQUIREMENT:	DETAILS OF PERFORMANCE SOLUTION:
1. P2.3.1 – Fire spread	1. To allow the exposed ends of the eaves to Class 10a building attached to a Class 1a dwelling, located with 900mm of the allotment boundary to be protected from the spread of fire using vertical 15mm fibre cement sheet and non-combustible construction.

PRESCRIBED REPORTING AUTHORITIES

The following bodies are prescribed reporting authorities for the purposes of the application for this permit in relation to the matters set out below:

REPORTING AUTHORITY	MATTER REPORTED ON OR CONSENTED TO	REGULATION No.
1. Melton City Council	Report & Consent – Legal Point of Discharge of Storm Water	133(2)

CONDITIONS

Occupation is subject to the following conditions:

1. It is the owner's responsibility to maintain the property in accordance with the Guide To Home Owners on Foundation Maintenance and Footing Performance. Failure to do so may cause the dwelling to deteriorate and may result in defects occurring.
2. The connection of water and gas (if required) with the relevant supply authorities.

SUITABILITY FOR OCCUPATION

At the date of this Occupancy Permit is issued the building to which this permit applies is suitable for occupation.

DATE OF FINAL INSPECTION

18/02/2020

RELEVANT BUILDING SURVEYOR

Clem Giambattista

REGISTRATION NO.

BS-U16908

BUSINESS

Checkpoint Building Surveyors
Address: 226 Normanby Road Southbank VIC 3006
Email: enquiries@check-point.com.au
Phone: (03) 9673 0000

OCCUPANCY PERMIT No.

6925925653607

SIGNATURE



DATE OF ISSUE

26/02/2020

NOTES:

1. In the case where this permit is issued in relation to building work it is evidence that the building or part of the building to which it applies is suitable for occupation. This occupancy permit is not evidence of compliance with the Building Act 1993 or the Building Regulations 2018; and

2. Regulation 226 of the Building Regulations 2018 requires the owner of a building to maintain all essential services.

Domestic Building Insurance

Certificate of Insurance

Sam Sevilgen
176 Railway Cres
DALLAS
VIC 3047

Policy Number:
C440691

Policy Inception Date:
11/06/2019

Builder Account Number:
007470

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

Policy Schedule Details

Domestic Building Work: **C01: New Single Dwelling Construction**
At the property: **Lot 457 Noble Road ROCKBANK VIC 3335 Australia**
Carried out by the builder: **SIMONDS HOMES VICTORIA PTY LTD**
Builder ACN: **050197610**

! If the builder's name and/or its ABN/ACN listed above does not exactly match with the information on the domestic building contract, please contact the VMIA. If these details are incorrect, the domestic building work will not be covered.

For the building owner(s): **Sam Sevilgen**

Pursuant to a domestic building contract dated: **06/06/2019**

For the contract price of: **\$ 227,342.00**

Type of Cover: **Cover is only provided if SIMONDS HOMES VICTORIA PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order ***

The maximum policy limit for claims made under this policy is: **\$300,000 all inclusive of costs and expenses ***

The maximum policy limit for non-completion claims made under this policy is: **20% of the contract price limited to the maximum policy limit for all claims under the policy***

PLEASE CHECK

If the information on this certificate does not match what's on your domestic building contract, please contact the VMIA immediately on 1300 363 424 or email dbi@vmia.vic.gov.au

IMPORTANT

This certificate must be read in conjunction with the policy terms and conditions and kept in a safe place. These documents are very important and must be retained by you and any successive owners of the property for the duration of the period of cover.

* The cover and policy limits described in this certificate are only a summary of the cover and limits and must be read in conjunction with, and are subject to the terms, conditions, limitations and exclusions contained in the policy terms and conditions.

INSPECTION BOOKING

03 9673 0000

24 HOURS NOTICE REQUIRED

CHECKPOINT

BUILDING SURVEYORS

BUILDING PERMIT

Building act 1993 building regulations 2018

RBS: Clem Giambattista BSU-16908

Date: 24/09/2019 BP: 6925925653607

Issued by Victorian Managed Insurance Authority

Victorian Managed Insurance Authority
ABN 39 682 497 841

PO Box 18409, Collins Street East Victoria 8003
P: 1300 363 424



Date Generated: 11/06/2019

OFFICE USE ONLY: COI-0717-1

Page 1 of 2

Document Set 1: 5531936

Version: 1, Version date: 25092019

**IT IS THE BUILDERS RESPONSIBILITY TO ENSURE
THAT THE SITING OF THE BUILDING COMPLIES
WITH THE ENDORSED PLANS**

Period of Cover

Cover commences on the earlier of the date of the domestic building contract or date of building permit for the domestic building work and concludes:

- Two years from completion of the domestic building work or termination of the domestic building contract for non structural defects*
- Six years from completion of the domestic building work or termination of the domestic building contract for structural defects*

Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the Builder.

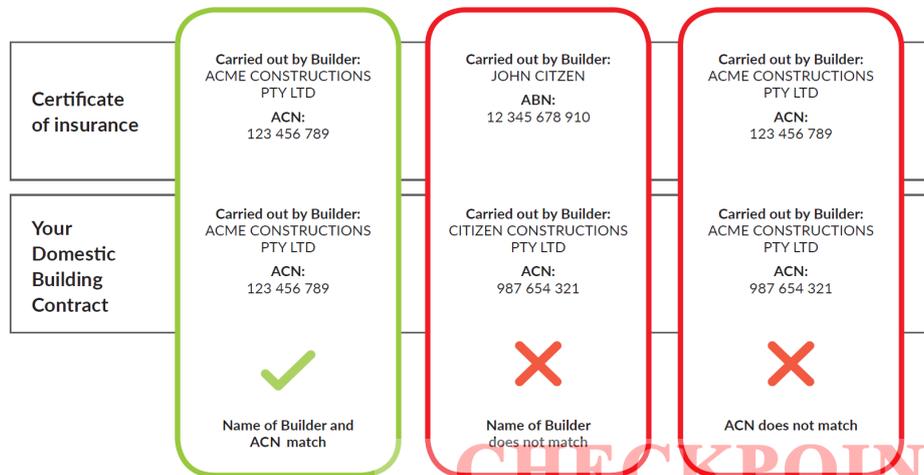
Issued by Victorian Management Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$640.00
GST:	\$64.00
Stamp Duty:	\$70.40
Total:	\$774.40

If the information on the certificate does not match exactly what is on your domestic building contract, please contact VMIA on 1300 363 424

Below are some example of what to look for



CHECKPOINT

BUILDING SURVEYORS

BUILDING PERMIT

Building act 1993 building regulations 2018

INSPECTION BOOKING
03 9673 0000

24 HOURS NOTICE REQUIRED

RBS: Clem Giambattista BSU-16908
Date: 24/09/2019 BP: 6925925653607



CERTIFICATE OF COMPLETION

Date Generated: 08/01/2026 10:44:30 AM (AEDT)

Document Details

Subject: Vendor Statement - 10 Noble Road, Rockbank, VIC, 3335

Document Pages: 101

Certificate Pages: 1

Status: Signed

Exchanged by: Not Applicable

Exchange Date: Not Applicable

No. of Signatures: 1

Signature Logs

Signer: Sam Sevilgen

Email Address: sam.sevilgen11@gmail.com

Status: Signed

IP Address: 1.145.134.147

Supervised By:

Email Sent Date: 08/01/2026 10:22:25 AM (AEDT)

Signed Date: 08/01/2026 10:44:28 AM (AEDT)

Signature:

Signer:

Email Address:

Status:

IP Address:

Supervised By:

Email Sent Date:

Signed Date:

Signature:

Signer:

Email Address:

Status:

IP Address:

Supervised By:

Email Sent Date:

Signed Date:

Signature: