

Contract of Sale of Real Estate

Part 1 of the standard form of contract prescribed by the former *Estate Agents (Contracts) Regulations 2008*

Property address: 1162 Bellarine Highway, Wallington

The vendor sells and the purchaser buys 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/...../20.....

Print name(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/...../20.....

Print name(s) of person(s) signing: Benjamin Bruce Stephenson

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

<p>Cooling-off period (Section 31 of the <i>Sale of Land Act 1962</i>)</p> <p>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.</p> <p>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.</p> <p>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.</p>	<p>EXCEPTIONS: the 3-day cooling-off period does not apply if:</p> <ul style="list-style-type: none"> • 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 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.
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NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

<p>Off-the-plan sales (Section 9AA(1A) of the <i>Sale of Land Act 1962</i>)</p> <p>You may negotiate with the vendor about the amount of the deposit moneys payable under the contract of sale, up to 10 per cent of the purchase price.</p> <p>A substantial period of time may elapse between the day on which you sign</p>	<p>the contract of sale and the day on which you become the registered proprietor of the lot.</p> <p>The value of the lot may change between the day on which you sign the contract of sale of that lot and the day on which you become the registered proprietor.</p>
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Particulars of sale

Vendor's estate agent

Name: **Elders Real Estate Geelong**

Address: Unit 3/2/6 Rutland Street, Newtown, VIC 3220 Australia

Email: peter.lindeman@elders.com.au

Tel: 03 5220 5000 Mob: 0418 525 609 Ref: Peter Lindeman

Vendor

Name: **Benjamin Bruce Stephenson**

Address: 1162 Bellarine Highway, Wallington, VIC 3222

Vendor's legal practitioner or conveyancer

Name: **Mast Lawyers**

Address: Suite 1, Federal Mills Park, 33 Mackey Street, North Geelong 3215

Email: stephanie@mastlawyers.com.au

Tel: 03 5210 8012 Ref: SR:244606

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Ref:

Land (general conditions 3 and 9)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 11227 Folio 523	2	PS637587L

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: 1162 Bellarine Highway, Wallington

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

Electric light fittings, fixed floor coverings and window furnishings as inspected.

Payment (general condition 11)

Price \$

Deposit \$ by / / 20..... (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

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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

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

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GST Withholding Notice

The purchaser is not required to make a GST withholding payment under section 14- 250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) in relation to this supply of land unless the words "**GST withholding applies**" appear in this box in which case the vendor will provide further details before settlement.

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Unless the words "GST withholding applies" appear in this box, this section serves as a notification for the purposes of section 14-255 of Schedule 1 to the Taxation Administration Act 1953 (Cth).

Settlement (general condition 10)

is due on

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.

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Loan (general condition 14)

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

Lender:

Loan amount: \$ Approval date: / /20.....

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

special conditions

SPECIAL CONDITIONS

1. Definitions

Unless the context otherwise requires:

- 1.1. **Claim** means any and all claims, actions, disputes, differences, requisition, objection, demands, proceedings, accounts, interest, costs (whether or not the subject of a court order), expenses and debts or liabilities of any kind (including those which are prospective or contingent and those the amount of which is not ascertained) or whatever nature and however arising.
- 1.2. **Due Diligence Checklist** means a due diligence checklist that is required to be given by a vendor or a vendor's estate agent in accordance with Division 2A or Part II of the Sale of Land Act.
- 1.3. **Duties Form** means the all-in-one online duties form required by the State Revenue Office for duty assessment purposes.
- 1.4. **electronic signature** means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.
- 1.5. **Form One** means the 'GST property settlement withholding notification form' required to be lodged with the Australian Taxation Office (**ATO**) by purchasers who are required to withhold an Amount.
- 1.6. **Form Two** means the 'GST property settlement date confirmation' required to be lodged with the ATO by purchasers.
- 1.7. **Outgoings** and **periodic outgoings** means any rates, taxes, utility charges, assessments or other outgoings related to the Land. It does not include any amounts to which sections 10G or 10H of the *Sale of Land Act 1962* applies.
- 1.8. **Restricted Right** means any:
 - 1.8.1. Claim;
 - 1.8.2. withholding or delayed payment of, or demand of a reduction in, the price; and
 - 1.8.3. delay or refusal to settle or complete the purchase pursuant to this contract,whether made or exercised directly by the purchaser or indirectly on behalf of the purchaser.
- 1.9. **Section 32 Statement** means the statement pursuant to Section 32 of the Sale of Land Act which is attached to this contract.
- 1.10. **Withholding Legislation** means Schedule 1 of the Taxation Administration Act 1953 (Cth) as amended by Treasury Laws Amendment (2018 Measures No.1) Act 2018 (Cth).
- 1.11. Words importing the singular include the plural; words importing the plural include the singular; words importing one gender include the other gender.
- 1.12. In the case of each party that consists of more than one person (including in that expression any corporation) each of those persons covenants, agrees and declares that all of the covenants, agreements, declarations and consents contained in this contract and made and given by that party have been entered into, made and given and are binding upon that person both severally and also jointly with the other person or persons constituting that party.
- 1.13. In the event of any part of this contract being or becoming void or unenforceable or being illegal then that part shall be severed from this contract to the intent that all parts that shall not be or become void or unenforceable or illegal shall remain in full force and effect and be unaffected by such severance.
- 1.14. Any provision of this contract which is capable of taking effect after completion of this contract shall not merge on transfer to the purchaser of the property but shall continue in full force and effect.

- 1.15. No waiver of any breach of this contract or any of the terms of this contract will be effective unless that waiver is in writing and is signed by the party against whom the waiver is claimed. No waiver of any breach shall operate as a waiver of any other breach or subsequent breach.
- 1.16. Where this contract provides for the vendor to form an opinion then the vendor may form that opinion entirely in its discretion without being subject to any measure or standard.

2. Electronic signature

- 2.1. The parties consent to this contract being signed by or on behalf of a party by an electronic signature.
- 2.2. Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.
- 2.3. This contract may be electronically signed in any number of counterparts which together will constitute the one document.
- 2.4. Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.
- 2.5. Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

3. Joint Obligations

In the case of each party that consists of more than one person (including in that expression any corporation) each of those persons covenants, agrees and declares that all of the covenants, agreements, declarations and consents contained in this contract and made and given by that party have been entered into, made and given and are binding upon that person both severally and also jointly with the other person or persons constituting that party.

4. Section 32 Statement

The purchaser acknowledges that prior to signing this contract or any other documents relating to this sale, the purchaser received from the vendor a Section 32 Statement and a Due Diligence Checklist.

5. Entire Agreement

- 5.1. The purchaser acknowledges there are no conditions warranties or other terms affecting the sale other than those embodied in this contract and the purchaser is not entitled to rely upon any representations made by or on behalf of the vendor except for those in this contract.
- 5.2. Representations, promises conditions warranties or other items leading up to this contract which are not expressed in this contract or in the Section 32 Statement are expressly negated and withdrawn.

6. Easements, Planning Restrictions and Buildings

- 6.1. The purchaser acknowledges that the property is purchased:
 - 6.1.1. subject to all registered and implied easements existing over or upon or affecting the property and the easements appropriated by any plan of subdivision (whether registered or unregistered) affecting the property;
 - 6.1.2. subject to any restriction on use or development under any planning schemes affecting the property; and
 - 6.1.3. with all improvements on and forming part of the land existing at the day of sale and in its present state of repair and condition and subject to any defects with regard to its construction, condition, position or state of repair at the day of sale.
- 6.2. The vendor gives no warranty that the improvements on the land comply with current building legislation.
- 6.3. Any breach or non-compliance with any matter referred to in this special condition, or disclosed in the Section 32 Statement does not constitute a defect in title and the purchaser cannot make any

requisition objection or claim for compensation or exercise any Restricted Right in respect to any breach or non-compliance with any matter referred to in this special condition and the vendor is under no liability or obligation to the purchaser to carry out any improvements, alterations, repairs or other work to the property.

7. Certain General Conditions Excluded or Varied

- 7.1. General Condition 7, 8 and sub-clauses 24.4 to 24.6 inclusive of General Condition 24 do not apply to this contract.
- 7.2. General condition 6 is deleted and replaced by the following:
- “6.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.*
- 6.2 The vendor must promptly initiate the Duties Form or other form required by the State Revenue Office in respect of this transaction and both parties must co-operate to complete it as soon as possible.”*
- 7.3. General condition 11.6 is amended by changing the reference to “3 bank cheques” to “5 bank cheques”.
- 7.4. General Condition 12.1(a)(ii) is varied by replacing it as follows:
- 12.1(a)(ii) if there are any debts, the total amount of those debts does not exceed the balance due at settlement net of the amount of the deposit; and*
- 7.5. General condition 12 is varied to include the following:
- 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.*
- 12.5 if the purchaser does not validly object to the release of the deposit within 28 days of receiving a notice under section 27(3) of the Sale of Land Act, the vendor will be deemed to have provided proof to the reasonable satisfaction of the purchaser of the matters referred to in General Condition 12.1(a)(i) or (ii), as the case may be.*
- 7.6. 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.*
- 7.7. General condition 16.3 is added:
- 16.3 The parties may agree to reduce or extend the time for performance of any obligation under this contract. This agreement will be binding when confirmed in writing by the parties or their legal practitioner or conveyancer.*
- 7.8. General condition 18 is deleted and replaced by the following:
- “18.1 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.*
- 18.2 The nomination form shall be deemed to be executed as a deed (regardless of whether the form is expressed to be executed as a deed) and by execution and submission of a nomination form executed by a nominee, the nominee:*
- (a) agrees to be bound by the obligations of the purchaser under this contract; and*
- (b) gives on its own behalf the acknowledgements, representations, warranties and agreements given by the purchaser under this contract of sale including, without limitation, the purchaser’s agreement under general condition 13.6.*
- 18.3 The vendor is not bound to act in accordance with a nomination unless the purchaser has provided written notice of the nomination and the fully executed sale of real estate*

nomination form (or such other documents evidencing the nomination) to the vendor not less than 10 business days prior to settlement."

7.9. General condition 26 is amended by replacing "2%" with "5%".

7.10. General condition 28.4(c) is amended by deleting the words 'within one year of the contract ending'.

8. **Service**

General condition 17 is replaced with the following:

17.1 *17.1 All notices and other communications provided for or permitted by this contract must be sent by:*

- (a) prepaid mail;*
- (b) hand delivery; or*
- (c) email*

to the addresses of the parties as specified in this contract or to such other address or person as any party may specify by notice in writing to the other party or parties, and may be sent by an agent, employee or director of the party sending the notice.

17.2 *Each notice or communication will be deemed to have been duly received:*

- (a) not later than two business days after being deposited in the mail with postage prepaid;*
- (b) when delivered by hand; or*
- (c) if sent by email at the time of receipt as provided in section 13A of the Electronic Transactions (Victoria) Act 2000*

but if the delivery, receipt or transmission is not on a business day or is after 5.00pm (addressee's time) on a business day, the notice is taken to be received at 9.00am (addressee's time) on the next business day.

17.3 *A notice or other communication connected with this contract has no legal effect unless it is in writing.*

17.4 *A notice sent or delivered in a manner provided by general condition 17.1 must be treated as validly given to and received by the party to which it is addressed even if:*

- (a) the addressee has been liquidated or deregistered or is absent from the place at which the notice is delivered or to which it is sent; or*
- (b) the notice is returned unclaimed.*

17.5 *A party may change its address for service, or email address by giving notice of that change to each other party, not more than 7 days after the change has taken place.*

17.6 *If the party to which a notice is intended to be given consists of more than 1 person then the notice must be treated as given to that party if given to any of those persons.*

17.7 *Any notice to a party may be given to its legal practitioner or conveyancer by any of the means listed in general condition 17.1 to the legal practitioner or conveyancer's business address or email address.*

9. **Release of security interest**

9.1. This special condition applies if at settlement any items intended to be transferred to the purchaser are subject to a security interest to which the Personal Property Securities Act 2009 (Cth) (**Act**) applies.

9.2. Subject to special condition 9.3, the vendor (at the vendor's election) must ensure that the purchaser receives at settlement;

9.2.1. an undertaking from the holder of the security interest to register a financing change statement in respect of the property sold under this contract to reflect the release of the property from the security interest; or

9.2.2. a written document from the holder of the security interest stating that the property is not subject to the security interest.

- 9.3. The vendor is not obliged to comply with special condition 9.2 if;
- 9.3.1. the holder of the security interest is the proprietor of a registered mortgage over the Land;
 - 9.3.2. the purchaser has not made a written request for a release from the security interest at least 21 days before settlement; or
 - 9.3.3. the purchaser will take the property free of security interest by operation of Part 2.5 of the Act.

10. **Foreign resident capital gains withholding**

- 10.1. Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this special condition unless the context requires otherwise.
- 10.2. Every vendor under this contract is a foreign resident for the purposes of this special 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.
- 10.3. This special 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 is 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.
- 10.4. 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.
- 10.5. The purchaser must:
- 10.5.1. 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 special condition; and
 - 10.5.2. ensure that the representative does so.
- 10.6. 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:
- 10.6.1. 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 special condition if the sale of the property settles;
 - 10.6.2. promptly provide the vendor with proof of payment; and
 - 10.6.3. otherwise comply, or ensure compliance with, this special condition; despite:
 - 10.6.4. any contrary instructions, other than from both the purchaser and the vendor; and
 - 10.6.5. any other provision in this contract to the contrary.
- 10.7. The representative is taken to have complied with the obligations in special condition 10.6 if:
- 10.7.1. 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
 - 10.7.2. the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

- 10.8. 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.
- 10.9. 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.
- 10.10. The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

11. **Electronic Settlement**

- 11.1. Settlement and lodgement 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. This special condition has priority over any other provision of this contract to the extent of any inconsistency.
- 11.2. A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special condition 10 ceases to apply from when such a notice is given.
- 11.3. Each party must:
 - 11.3.1. be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*,
 - 11.3.2. 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
 - 11.3.3. conduct the transaction in accordance with the *Electronic Conveyancing National Law*.
- 11.4. The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 11.5. The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 11.6. Settlement occurs when the workspace records that:
 - 11.6.1. the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - 11.6.2. 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 lodgement.
- 11.7. The parties must do everything reasonably necessary to effect settlement:
 - 11.7.1. electronically on the next business day, or
 - 11.7.2. 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 11.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 11.8. Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 11.9. The vendor must before settlement:

- 11.9.1. deliver any keys, security devices and codes (“keys”) to the estate agent named in the contract,
- 11.9.2. 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;
- 11.9.3. 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
- 11.9.4. direct the vendor’s subscriber to give (or, if there is no vendor’s subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser’s nominee on notification of settlement by the Electronic Network Operator.

12. **Guarantee**

- 12.1. If the purchaser is or includes a corporation which is not listed on the main board of an Australian Stock Exchange, the purchaser must procure the execution of a guarantee and indemnity in the form annexed to this contract (**Guarantee**) by each of the directors of the corporation immediately upon execution of this contract.
- 12.2. If the purchaser fails to have the Guarantee executed in accordance with this special condition, the vendor may rescind this contract by written notice to the purchaser. Time will be of the essence of this special condition.
- 12.3. The obligation of the purchaser under this special condition is a continuing obligation and if at any time prior to payment of the whole of the price a person becomes a director of the purchaser then the purchaser must comply with special condition 12.1 with respect to that director.
- 12.4. In this special condition, “purchaser” includes the purchaser as listed in the particulars of sale and any corporation nominated by the purchaser as an alternate or additional purchaser.

13. **Duty**

- 13.1. The purchaser must procure that the purchaser’s representative has completed the Duties Form to the vendor’s satisfaction so that the Duties Form is ready for signing by the parties no later than 3 business days prior to the settlement date.
- 13.2. If the purchaser has not completed the Duties Form as required by special condition 13.1:
 - 13.2.1. the vendor is not obliged to complete this contract;
 - 13.2.2. the purchaser is deemed to have defaulted in payment of the balance of the price; and
 - 13.2.3. the purchaser must pay interest from the settlement date, until the expiry of 3 business days after the purchaser has completed the Duties Form.
- 13.3. Notwithstanding anything contained in this contract, the vendor does not make any warranty or representation as to the amount of stamp duty which shall be payable on the transfer of the Land and the purchaser acknowledges that the purchaser releases the vendor from any Claim in that respect and the purchaser shall be liable for all stamp duty assessed in relation to that transfer and shall keep the vendor indemnified at all times against all liabilities claims proceedings and penalties whatsoever under the Duties Act 2000 relating to this contract.
- 13.4. The purchaser must not exercise any Restricted Right because of any matter referred to it in or contemplated by this special condition.

14. **Purchaser as trustee**

If the purchaser executes this deed as trustee of a trust (**Trust**) (whether the purchaser’s capacity as such has been disclosed to the vendor or not), the purchaser covenants that the purchaser is empowered to execute this contract and the purchaser represents and covenants with the vendor as follows:

- 14.1. that the purchaser is the sole trustee of the Trust and executed this contract as such trustee bona fide for the purposes of the Trust as well as in the purchaser's own right;
- 14.2. that this contract will be binding not only on the purchaser but upon any successor of the purchaser as trustee of the Trust, and that the purchaser will take all requisite steps to ensure the effectiveness of this covenant, including in particular procuring that any successor of the purchaser enters into a deed of covenant with and to the satisfaction of the vendor;
- 14.3. that the purchaser will duly and punctually perform and observe all the duties and obligations of the purchaser as such trustee pursuant to the Trust and will not without the consent in writing of the vendor first obtained:
 - 14.3.1. resign as trustee of the Trust or appoint a new or additional trustee of the Trust;
 - 14.3.2. cause the Trust to vest;
 - 14.3.3. distribute or appoint the whole or any part of the capital of the trust fund of the Trust;
 - 14.3.4. repay any unsecured loans from time to time owing by the purchaser as trustee of the Trust in its own right or pay any interest on any such unsecured loans;
 - 14.3.5. permit the purchaser to become disqualified from continuing to act as such trustee;
 - 14.3.6. do anything which would or might constitute a breach of trust, nor cause or suffer or permit anything which would or might constitute a breach of the terms of the Trust or prejudice the right of the purchaser as trustee of the Trust to be indemnified from the trust fund; or
 - 14.3.7. cause or suffer any instrument constituting the Trust to be varied in any respect.
- 14.4. that the purchaser will inform the vendor in writing immediately upon notice of any proposal for a change of trustee of the Trust or change in the trust deed coming to the purchaser's attention; and
- 14.5. that nothing contained or implied in this special condition or in any notification given to the vendor by or on behalf of the purchaser (whether before or after the day of sale) will oblige or require the vendor to take notice of any actual, contingent or future interest of any person in or under the Trust and the vendor will be entitled to exercise all of its rights, powers, authorities and discretions conferred by this contract or by law or implied in the same manner and to the same extent as if the purchaser executed this contract in the purchaser's own right.

15. Purchaser's default

- 15.1. Without limiting any other rights of the vendor in relation to termination of this contract, the purchaser will be in default under this contract upon the happening of any of the following events:
 - 15.1.1. the purchaser exercises, or purports to exercise, a Restricted Right in circumstances prevented by this contract;
 - 15.1.2. an order is made or a resolution is passed for the winding up of the purchaser;
 - 15.1.3. the purchaser goes into liquidation or becomes unable to pay its debts as and when they become due and payable;
 - 15.1.4. an administrator or trustee in bankruptcy is appointed to the purchaser, or a receiver of any of its assets is appointed;
 - 15.1.5. execution is levied against the purchaser, and is not satisfied within 30 days;
 - 15.1.6. except with the vendor's consent, if there is a change in the beneficial ownership of the majority of shares with voting rights in the purchaser;
 - 15.1.7. a guarantor who is a natural person:
 - 15.1.7.1. becomes bankrupt;

- 15.1.7.2. takes or tries to take advantage of Part X of the Bankruptcy Act 1966;
 - 15.1.7.3. makes an assignment for the benefit of their creditors; or
 - 15.1.7.4. enters into a composition or arrangement with their creditors.
- 15.2. If the vendor gives to the purchaser notice of default under this contract, the default will not be remedied until all the following have occurred:
 - 15.2.1. the remedy by the purchaser of the relevant default;
 - 15.2.2. the payment by the purchaser of all reasonable expenses incurred by the vendor as a result of the default including without limitation all interest and bank charges payable by the vendor under any existing mortgage affecting the Land, calculated from settlement; and
 - 15.2.3. payment of the vendor's solicitor's legal costs (on a solicitor client basis) and disbursements incurred in connection with the preparation and service of the notice of default and any necessary advice.

16. **Foreign Investment Review Board**

- 16.1. **Foreign Investment Approvals** means all approvals, notifications or consents required by the purchaser pursuant to the Foreign Investment Laws for the purposes of entering into and fulfilling its obligations pursuant to this contract and obtaining a transfer of the Land.
- 16.2. **Foreign Investment Laws** means:
 - 16.2.1. the Foreign Acquisition and Takeovers Act 1975 (Cth);
 - 16.2.2. the Banking (Foreign Exchange) Regulations 1959 (Cth);
 - 16.2.3. or any similar law or requirement of a Responsible Authority.
- 16.3. The purchaser warrants to the vendor that:
 - 16.3.1. the purchaser has not breached any Foreign Investment Laws in entering into this contract; and
 - 16.3.2. the purchaser has obtained all Foreign Investment Approvals required to enter into and fulfil its obligations pursuant to this contract, prior to the day of sale.
- 16.4. If any warranty in special condition 16.3 is untrue in any way:
 - 16.4.1. the purchaser will be in default under this contract; and
 - 16.4.2. the purchaser will indemnify the vendor against all Claims suffered by the vendor as a result of the vendor having relied on the warranty.
- 16.5. This warranty and indemnity will not merge upon settlement.

17. **GST Withholding**

- 17.1. Words and expressions defined or used in the Withholding Legislation or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this special condition unless the context requires otherwise. Words and expressions first used in this special condition and shown in italics and marked with an asterisk (*) are defined or described in at least one of those Acts.
- 17.2. If section 14-255(1) applies to the supply being made under this contract, the vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 at least 7 days before the due date for settlement.
- 17.3. Without limiting special condition 17.2, the vendor may issue a notice in accordance with section 14-255 even if the words "GST Withholding applies" do not appear in the GST Withholding Notice section of the particulars of sale of this contract (in which case the later notice issued by the vendor replaces the notice contained in this contract of sale).

- 17.4. If the purchaser:
- 17.4.1. is registered (within the meaning of the GST Act); and
 - 17.4.2. acquires the land sold pursuant to this contract for a *creditable purpose,
the purchaser:
 - 17.4.3. must notify the vendor in writing as soon as reasonably practicable (but in any case, at least 10 days prior to the due date for settlement) that the purchaser is registered and is acquiring the land sold pursuant to this contract for a creditable purpose; and
 - 17.4.4. warrants that the information contained in the notice referred to in clause 17.4.3 is true and correct (and the warranty given in this special condition is given by the purchaser on date of the notice and on each day thereafter until and including the day of settlement and payment of the price and any GST to the vendor).
- 17.5. If the purchaser is required to withhold an Amount, the purchaser must provide to the vendor:
- 17.5.1. at least 5 days before settlement, confirmation that the Form One has been submitted to the ATO (and such notice must confirm the withholding Amount as notified to the ATO and the lodgement reference number and payment reference number issued by the ATO); and
 - 17.5.2. except where the purchaser has complied with special condition 17.8, as soon as practicable after payment, evidence of submission of Form Two to the ATO.
- 17.6. If there is more than one purchaser and the purchasers are acquiring the land as tenants-in-common, the purchaser must notify the vendor in writing at least 10 days prior to settlement of the proportion being acquired by each purchaser. For the purposes of this special condition, the purchaser satisfies its obligations where the purchaser has provided the transfer of land to the vendor and the transfer sets out the proportion being acquired by each purchaser.
- 17.7. Without limiting special conditions 17.2 to 17.5 (inclusive) a party must provide the other party with such information as the other party requires to:
- 17.7.1. decide if an Amount is required to be paid or the quantum of it,
 - 17.7.2. comply with the vendor's notice obligation to pay the *Amount in accordance with section 14-250 of Schedule 1 to the Taxation Administration Act 1953 (Cth); or
 - 17.7.3. comply with the purchaser's obligations under section 14-255.
- 17.8. If the purchaser is required to withhold an Amount and settlement is completed in accordance with the Electronic Conveyancing National Law, the Amount must be included in the settlement statement and paid to the Commissioner through the electronic conveyancing platform on which settlement is conducted.
- 17.9. If the purchaser is required to withhold an Amount and special condition 17.8 does not apply:
- 17.9.1. the purchaser must provide a bank cheque at settlement for the Amount payable to "Commissioner of Taxation" (or made out to such other party as the Withholding Legislation requires), for payment in accordance with special condition 17.9.2 or 17.9.3;
 - 17.9.2. if requested to do so by the vendor in writing no later than 2 days prior to settlement, the purchaser must provide the bank cheque referred to in special condition 17.9.1 to the vendor at settlement, in which case the vendor must provide the cheque to the Commissioner of Taxation following settlement in a manner and at the time required by the Withholding Legislation;
 - 17.9.3. where the vendor has not issued a written request in accordance with special condition 17.9.2, the purchaser must:
 - 17.9.3.1. if it has not already done so, engage a legal practitioner or conveyancer (**Representative**) to act on the purchaser's behalf in relation to satisfying the purchaser's obligations under this special condition;
 - 17.9.3.2. irrevocably instruct and direct (**Instruction**) its Representative to remit the Amount in a manner and at the time required by the Withholding Legislation;

- 17.9.3.3. provide a copy of the Instruction and its Representative's acknowledgement of the Instruction to the vendor within 2 days of being requested to do so by the vendor;
 - 17.9.3.4. pay the Amount in a manner and at the time required by the Withholding Legislation; and
 - 17.9.3.5. provide evidence to the vendor (to the vendor's absolute satisfaction) of the purchaser's payment of the Amount to the Commissioner of Taxation within 3 days of making such payment.
- 17.10. The purchaser acknowledges and agrees that the Withholding Legislation and this special condition do not limit the purchaser's obligation to pay the price and GST (if applicable) to the vendor pursuant to this contract.
- 17.11. An Amount withheld and paid in accordance with special condition 17.9 is taken to have been paid to the vendor.
- 17.12. 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 where the penalty or interest arises due to the vendor's breach of special condition 17.9.2).
- 17.13. If the purchaser nominates one or more additional or substitute purchasers, the purchaser must procure that the nominee (or nominees) comply with the purchaser's obligations under this special condition as though the nominee was the purchaser named in this contract.
- 17.14. This special condition will not merge on settlement.

18. Goods

The property and any goods sold by this contract will not pass to the purchaser until payment of the whole of the purchase money.

19. Swimming pool on property

- 19.1. In this special condition a reference to a regulation means a regulation contained in the *Building Regulations 2018* (as amended).
- 19.2. The vendor discloses that in respect of the swimming pool located on the property, as at the day of sale they have:
- 19.2.1. made an application to the Greater Geelong City Council under regulation 147L;
 - 19.2.2. received a notice from the Greater Geelong City Council pursuant to regulation 147R; and
 - 19.2.3. not obtained a certificate of pool and spa barrier compliance unless a copy of such compliance has been provided to the purchaser.
- 19.3. The vendor makes no warranty as to whether the swimming pool located on the property complies with the requirements imposed by the regulations.
- 19.4. The purchaser is not entitled to make any Claim in respect of any matter referred to or disclosed in this special condition.
- 19.5. The purchaser acknowledges it is their responsibility and their cost to ensure the swimming pool located on the property complies with the requirements imposed by the *Building Act 1993* and any regulations to that Act.

20. Private Water Supply

- 20.1. The purchaser acknowledges and agrees that the water supply to the property is by private supply agreement with Barwon Water, and that Barwon Water does not guarantee supply. Subject to special condition 20.2, the purchaser must do all things necessary to sign up with Barwon Water in relation to private water supply. The purchaser may not exercise any Restricted Right in relation to this special condition.
- 20.2. The purchaser must arrange for the existing tapping on the land to be directed to a tank controlled with a ball tap and plumbed from that tank into the dwelling built on the land, so that water will be drawn from the tank which can be filled as needed from the tapping thereby regulating water flow. The purchaser must only take water from the tapping for no more than 12 hours a day, either between 3.00am and 3.00pm, or between 3.00pm and 3.00am. The purchaser must enter into a formal agreement in relation to this arrangement if required by the vendor.

- 20.3. This special condition will not merge on completion of this contract and will remain in force for as long as necessary to give effect to it.

21. Environmental Matters

- 21.1. The purchaser acknowledges that they have received a copy of a soil test report dated 17 September 2024 in relation to the property, and that they do not rely on any representations made by the vendor or agent in relation to the condition of the land or the suitability of the land for any particular purpose.
- 21.2. The purchaser further acknowledges that they purchase the property solely as a result of their own enquiries and subject to any contamination by any hazardous substances, and that they must not make any Claim or exercise any Restricted Right in relation to the existence of any contaminants in or on the property.
- 21.3. The purchaser shall be responsible for complying with any notice, order, demand or requirement of any authority from the day of sale, and the purchaser indemnifies and holds harmless the vendor from and against all claims, demands, actions, proceedings, costs, expenses, damages and losses arising out of or in connection with any of the matters referred to in this special condition.

General Conditions

Part 2 being Form 2 prescribed by the former *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 former *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 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.

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 outgoing. 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.

GUARANTEE AND INDEMNITY

TO: Benjamin Bruce Stephenson

LAND: 1162 Bellarine Highway, Wallington

We, _____
of _____

in consideration of the within named vendor selling to the within named purchaser at our request the land described in the within contract for the price and upon the terms and conditions therein HEREBY JOINTLY AND SEVERALLY COVENANT for ourselves and our executors and administrators as the case may be with the vendor that if at any time default is made in the payment of any part of the purchase moneys or of any other moneys payable by the purchaser to the vendor under the contract or in the performance or observance of any of the terms or conditions to be observed or performed thereunder by the purchaser we will forthwith on demand by the vendor pay the whole or such part of the purchase price or other moneys as are then due and payable to the vendor and will keep the vendor indemnified against any loss of purchase money interest and other moneys payable under the contract and against all losses costs charges and expenses whatsoever which the vendor may incur by reason of any default as aforesaid on the part of the purchaser. This guarantee and indemnity is a continuing guarantee and indemnity and shall not be released by any neglect or forbearance on the part of the vendor in enforcing or by any extension of time given to the purchaser for the payment of any moneys payable under the contract or for the performance or observance of any of the agreements obligations or conditions under the contract or by any other act or thing which under the law relating to sureties would but for this provision have the effect of releasing us or our executors or administrators as the case may be.

IN WITNESS whereof we have hereunto set our hands and seals the

_____ day of _____

SIGNED SEALED AND DELIVERED by the said

.....

in the presence of:

.....
Witness

SIGNED SEALED AND DELIVERED by the said

.....

in the presence of:

.....
Witness

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	1162 Bellarine Highway, Wallington 3222
-------------	---

Vendor's name	Benjamin Bruce Stephenson	Date 14/ October 2024
----------------------	---------------------------	---------------------------------

Vendor's signature	Signed by:  B49E04EEFB00450...	
---------------------------	---	--

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: \$9,000.00

(b) 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. NIL

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

As disclosed in the attached certificates	To	Fire Services Property Levy
---	----	-----------------------------

Other particulars (including dates and times of payments):
 Levied as part of the municipal rates

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPCC No. 117
(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 of property clearance certificate or is as follows	Date: OR <input checked="" type="checkbox"/> Not applicable

2 INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3 LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

To the best of the vendor's knowledge, there is no existing failure to comply with the terms of any easement, covenant or other similar restriction.

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 under section 192A of the *Building Act* 1993 if the square box is marked with an 'X'

3.4. Planning Scheme

The required specified information is as follows:

Name of planning scheme	Greater Geelong Planning Scheme
Name of responsible authority	Greater Geelong City Council
Zoning of the land	Farming Zone
Name of planning overlay	Significant Landscape Overlay - Schedule 10

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.

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:

Please see attached soil test report.

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 Applicable.

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.

6 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 checked="" type="checkbox"/>	Water supply <input checked="" type="checkbox"/>	Sewerage <input checked="" type="checkbox"/>	Telephone services <input type="checkbox"/>
---	--	--	--	---

Notes:

- a) Private water supply agreement with Barwon Water.
- b) Water and Septic tanks are in use.
- c) Bottled gas in use.

7 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.

8 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.)

- Vacant Residential Land or Land with a Residence
- Attach Due Diligence Checklist (this will be attached if ticked)

9 ATTACHMENTS

Certificate of Title Volume 11227 Folio 523
Plan of Subdivision PS637587L
Greater Geelong City Council – Rate Notice
Greater Geelong City Council – Building Information Certificate
Barwon Water – Information Statement Part A & B
Planning Property Report
State Revenue Office – Property Clearance Certificate
Vic Roads – Roads Property Certificate
Soil Test Report



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

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

VOLUME 11227 FOLIO 523

Security no : 124118038967D
Produced 06/09/2024 11:12 AM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 637587L.
PARENT TITLE Volume 08938 Folio 173
Created by instrument PS637587L 21/09/2010

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
BENJAMIN BRUCE STEPHENSON of 1162-1170 BELLARINE HIGHWAY WALLINGTON VIC 3222
AV823506X 05/07/2022

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AV823507V 05/07/2022
NATIONAL AUSTRALIA BANK LTD

CAVEAT AW395253Y 19/12/2022
Caveator
KAREN ROMA STEPHENSON
Grounds of Claim
AGREEMENT WITH THE FOLLOWING PARTIES AND DATE.
Parties
THE REGISTERED PROPRIETOR(S)
Date
19/12/2022
Estate or Interest
INTEREST AS CHARGE
Prohibition
ABSOLUTELY
Lodged by
MAST LAWYERS
Notices to
ASHLEIGH WALL of "FEDERAL MILLS PARK" SUITE 1 33 MACKAY STREET NORTH GEELONG VIC 3215

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.

DIAGRAM LOCATION

SEE PS637587L 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: 1162-1170 BELLARINE HIGHWAY WALLINGTON VIC 3222



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

Page 2 of 2

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD
Effective from 05/07/2022

DOCUMENT END



Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Plan
Document Identification	PS637587L
Number of Pages (excluding this cover sheet)	5
Document Assembled	06/09/2024 16:45

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PLAN OF SUBDIVISION	STAGE No XXXX	LRS EDITION 3	PLAN NUMBER PS 637587L
----------------------------	-----------------------------	-------------------------	----------------------------------

LOCATION OF LAND

PARISH: MOOLAP

TOWNSHIP: -

BLOCK: 1

CROWN ALLOTMENT: 20A (PART)

CROWN PORTION: -

TITLE REFERENCES: VOL.8938 FOL.173

LAST PLAN REFERENCE/S: LP 94646 (LOT 7)

POSTAL ADDRESS: 21-29 FENWICK STREET
 (At time of subdivision) WALLINGTON 3221

MGA Co-ordinates E 281 250 ZONE: 55
 (of approx centre of N 5 768 000
 land in plan)

COUNCIL CERTIFICATION AND ENDORSEMENT

COUNCIL NAME: _____ REF: _____

- This plan is certified under Section 6 of the Subdivision Act 1988
- This plan is certified under Section 11(7) of the Subdivision Act 1988
 Date of original certification under Section 6 / /
- This is a statement of compliance issued under Section 21 of the Subdivision Act 1988

OPEN SPACE

(i) A requirement for public open space under Section 18 of the Subdivision Act 1988 has/has not been made

(ii) The requirement has been satisfied

(iii) The requirement is to be satisfied in Stage

Council Delegate
 Council Seal
 Date / /

Re-certified under Section 11(7) of the Subdivision Act 1988
 Council Delegate
 Council Seal
 Date / /

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
NIL	NIL

NOTATIONS

STAGING This ~~is~~ is not a staged subdivision
 Planning permit No.959/2009

DEPTH LIMITATION DOES NOT APPLY
 The land being subdivided is enclosed within thick continuous lines.

THIS IS A SPEAR PLAN.

SURVEY THIS PLAN IS ~~IS NOT~~ BASED ON SURVEY
 THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s)105, 107 & 207
 IN PROCLAIMED SURVEY AREA No

EASEMENT INFORMATION

Legend: E - Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance
 A - Appurtenant Easement R - Encumbering Easement (Road)

Subject Land	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	WATER SUPPLY	SEE PLAN	D242948	STATE RIVERS & WATER SUPPLY COMMISSION LOT 3 LP 94646 VOL.8938 FOL.169 BARWON REGION WATER CORPORATION
E-2	WAY	SEE PLAN	AC.944287W	
E-3	WATER SUPPLY	SEE PLAN	AD434650Q SEC.130 OF THE WATER ACT 1986	BARWON REGION WATER AUTHORITY
E-4 & E-8	POWERLINE	SEE PLAN	THIS PLAN - Section 88 Electricity Industry Act 2000	POWERCOR AUSTRALIA LIMITED
E-5	WATER SUPPLY	SEE PLAN	D242948	STATE RIVERS & WATER SUPPLY COMMISSION POWERCOR AUSTRALIA LIMITED
E-6	POWERLINE	SEE PLAN	THIS PLAN - Section 88 Electricity Industry Act 2000	
E-6	WATER SUPPLY	SEE PLAN	AD434650Q SEC.130 OF THE WATER ACT 1986	BARWON REGION WATER AUTHORITY
	POWERLINE	SEE PLAN	THIS PLAN - Section 88 Electricity Industry Act 2000	POWERCOR AUSTRALIA LIMITED
SEE SHEET 2 FOR CONTINUATION				

LRS

STATEMENT OF COMPLIANCE
EXEMPTION STATEMENT

RECEIVED

DATE 10/ 9 /10

LRS

PLAN REGISTERED
TIME 12:47PM
DATE 21/ 9 /10

Daniel Thomas
Assistant Registrar of Titles

SHEET 1 OF 3 SHEETS

ST. QUENTIN
 Surveyors - Town Planners - Development Consultants
 54 CORIO STREET, P.O. BOX 919, GEELONG 3220
 TELEPHONE (03) 5229 2011 FAX (03) 5229 2909

LICENSED SURVEYOR (PRINT) IAN A. BENT

SIGNATURE DATE / /

REF 10583/10 VERSION 03

DATE / /

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO THE WHOLE OF THIS PLAN.

PLAN OF SUBDIVISION No:

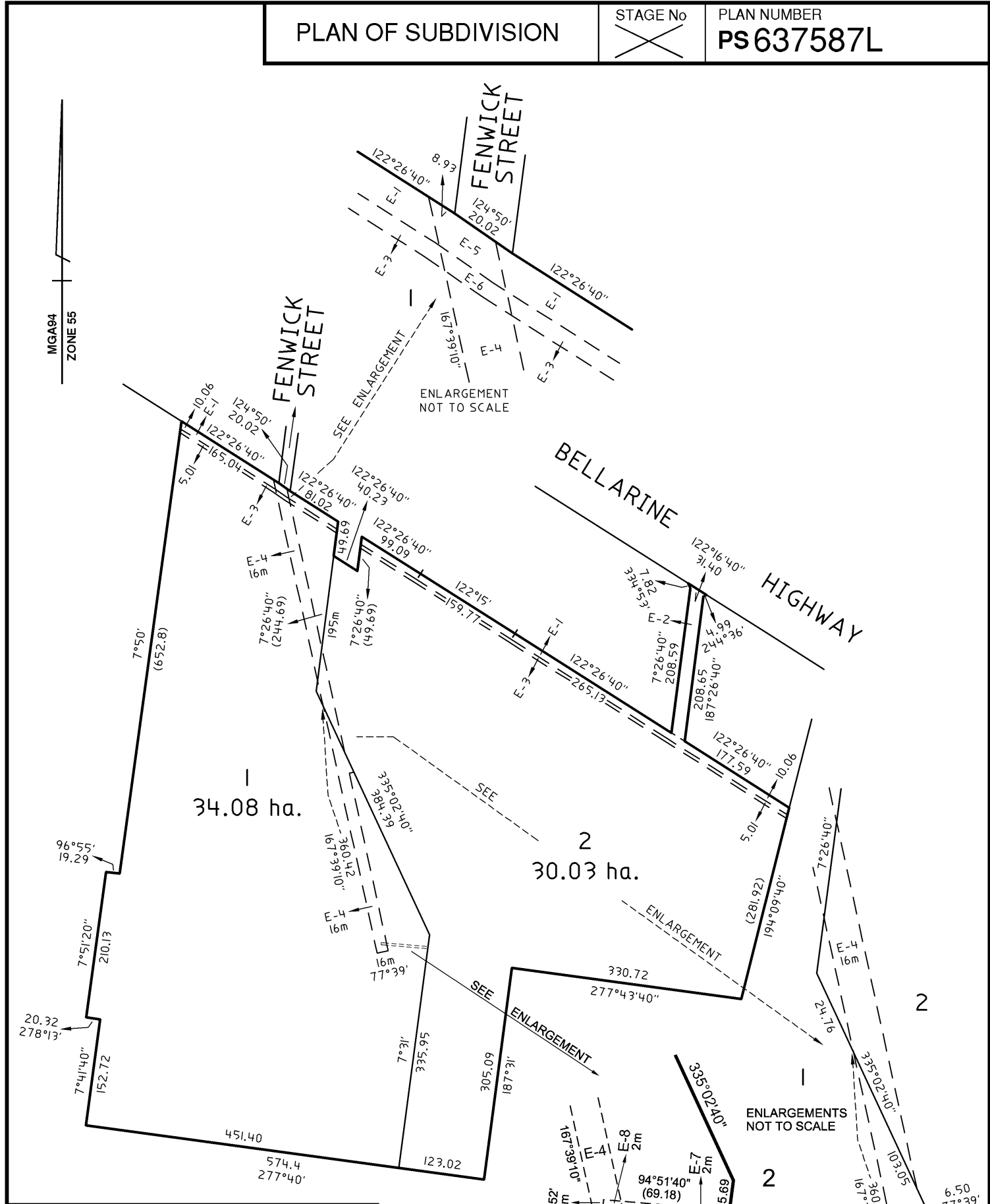
EASEMENT INFORMATION

Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

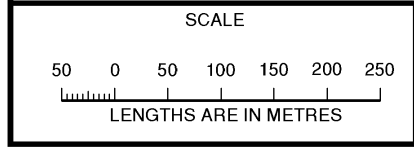
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefitted / In Favour Of
E-1, E-3 E-5 & E-6	PIPELINE OR ANCILLARY PURPOSES	SEE PLAN	THIS PLAN - Section 136 of the Water Act 1989.	BARWON REGION WATER CORPORATION
E-7 & E-8	SUPPLY OF ELECTRICITY	SEE PLAN	AM 703536M	LOT 2 ON PS637587L

PLAN OF SUBDIVISION

STAGE No
PLAN NUMBER
PS637587L



ST. QUENTIN
 Surveyors · Town Planners · Development Consultants
 54 CORIO STREET, P.O. BOX 919, GEELONG 3220
 TELEPHONE (03) 5229 2011 FAX (03) 5229 2909



ORIGINAL SCALE SHEET SIZE
 1:5000 A3

LICENSED SURVEYOR(PRINT).....
 SIGNATURE..... DATE / /
 REF 10583/10 VERSION 03

SHEET 3
 DATE / /
 COUNCIL DELEGATE SIGNATURE

**Plan of Subdivision PS637587L
Certification & Statement of
Compliance (Form 6)**



SUBDIVISION (PROCEDURES) REGULATIONS 2000

SPEAR Reference Number: S006617M
Plan Number: PS637587L
Council Name: City of Greater Geelong
Council Reference Number 1: 9393
Council Reference Number 2: 959/2009
Surveyor's Plan Version: 03

Certification

This plan is certified under section 6 of the Subdivision Act 1988

Statement of Compliance

This is a statement of compliance issued under section 21 of the Subdivision Act 1988

Public Open Space

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

Has not been made

Digitally signed by Council Delegate: Bree Thorn
Organisation: City of Greater Geelong
Date: 22/06/2010

2024-25 RATES, VALUATION AND CHARGES NOTICE



ABN 18 374 210 672
All items are GST free.

 023-3222 (48291)

B B Stephenson
1162 Bellarine Highway
WALLINGTON VIC 3222



RATE NO.	904876	
PROPERTY	1162-1170 Bellarine Highway, WALLINGTON VIC 3222 300300m2 Lot 2 PS 637587	
AVPCC	117 - Residential Rural / Lifestyle (0.4 to 100 Ha)	
VALUATIONS	Site: land only	\$2,850,000
	Capital improved: land + building + improvements	\$3,550,000
	Net annual:	\$177,500
RATES AND CHARGES	Residential Rate 0.00201164 x \$3,550,000	\$7,141.30
	*Waste Management Charge	\$473.25
	Larger Garbage Bin - 240L	\$137.90
	Sub Total	\$7,752.45
FIRE SERVICES PROPERTY LEVY	Classification: Residential	
	Residential Variable 0.000087 x \$3,550,000	\$308.85
	Residential Fixed	\$132.00
	Sub Total	\$440.85
	Total Due	\$8,193.30

ONE PAYMENT IN FULL **\$8,193.30**
Due by 15 February 2025

or pay by instalment

To become an instalment payer you must pay your first instalment in full by 30 September 2024, otherwise your balance will be due on 15 February 2025.

FIRST INSTALMENT **\$2,048.40**
Due by 30 September 2024

SECOND INSTALMENT **\$2,048.30**
Due by 30 November 2024

THIRD INSTALMENT **\$2,048.30**
Due by 28 February 2025

FOURTH INSTALMENT **\$2,048.30**
Due by 31 May 2025

Rating Period Declared 1 July 2024 to 30 June 2025
Valuation Level 1 July 2024
Operative 1 July 2024
Issue Date 24 August 2024

PAYMENT METHODS

ONLINE OR BY PHONE



Online: www.geelongaustralia.com.au/rates
Phone: **1300 858 058** Ref: **904876**

A payment processing fee of 0.25 per cent applies for payments by Visa and Mastercard.



BPAY

Billers Code: **17475**
Ref: **1000 0904 8760**

Payment via internet or phone banking, from your cheque or savings account, Visa and Mastercard. No processing fee applicable.



DIRECT DEBIT

Call 5272 5272 for an application form, or go to www.geelongaustralia.com.au



CENTREPAY

Go to servicesaustralia.gov.au/centrepay for more information.



IN PERSON

Pay at any Australia Post outlet or visit us at Wurriki Nyal 137-149 Mercer St, Geelong or Corio Shopping Centre Cnr Bacchus Marsh & Purnell Rds, or Drysdale 10 Wyndham St

Payments after 14 August 2024 may not appear on this notice.

*The Waste Management Charge includes an Environmental Protection Agency (EPA) levy estimated at \$67.24

Full payment **\$8,193.30**



*877 9048760

Or First instalment **\$2,048.40**



*877 9048760

Council Use



CITY OF GREATER GEELONG

WADAWURRUNG COUNTRY P: 03 5272 5272
 PO Box 104, Geelong VIC 3220 E: contactus@geelongcity.vic.gov.au
www.geelongaustralia.com.au



Secure Electronic Registries Victoria Pty Ltd
 PO BOX 500
 EAST MELBOURNE VIC 8002

Date of Issue: 13 September 2024
Council Reference: PIR-2024-6302
Your Reference: 74148300-015-5

BUILDING INFORMATION CERTIFICATE

This certificate is issued pursuant to regulation 51(1) of the [Building Regulations 2018](#) and contains information relevant to building permits, certificates, orders and/or notices issued **within the preceding 10 years**, as of **13 September 2024**.

PROPERTY INFORMATION

Property Address	1162-1170 Bellarine Highway, WALLINGTON VIC 3222		
	300300m2 Lot 2 PS		
Title Information	637587	Volume / Folio	CT-11227/523

DETAILS OF PERMITS AND CERTIFICATES

Contains information relating to any Building Permits, Certificates of Final and/or Certificates of Occupancy, pursuant to Building Regulation 2018.

Permit Description	Farm shed		
Issue Date	19/04/2018	Permit Number	39439/182505
Council Reference Number	PBPC-E-2018-1713		
Certificate of Final/Occupancy Issue Date	Not received from Private Building Surveyor		

Permit Description	Dwelling, Garage, Pool and Safety Barrier		
Issue Date	06/05/2016	Permit Number	39439/161732
Council Reference Number	PBPD-2016-2060		
Certificate of Final/Occupancy Issue Date	22/09/2017		

Permit Description	Farm shed		
Issue Date	09/10/2015	Permit Number	1502/150052
Council Reference Number	PBPC-E-2015-4435		
Certificate of Final/Occupancy Issue Date	Not received from Private Building Surveyor		

DETAILS OF CURRENT STATEMENTS

Contains information relating to any statements issued under Regulation 64 (Combined Allotments) and/or Regulation 231 (Subdivision of Existing Buildings), pursuant to Building Regulation 2018.

Combined Allotment Issue Date	N/A	Subdivision of Existing Buildings Date	N/A
-------------------------------	------------	--	------------

DETAILS OF CURRENT NOTICE OR ORDERS

Contains information relating to any Notice(s) and Order(s) issued by the Relevant Building Surveyor under the Building Act 1993.

Notice/Order Type	N/A		
Description	N/A		
Council Reference Number	N/A	Issue Date	N/A

DETAILS OF POOL AND/OR SPA REGISTRATION

Contains information relating to any records recorded within Council's Pool and Spa Register under the Building Act 1993 and Building Regulations 2018.

Pool/Spa Type	Permanent Pool
Current Status	REGISTERED – Compliance Certificate reminder letter issued
Compliance Due Date	01/06/2024
Council Reference Number	PSR-2022-645

PLEASE NOTE

- Information provided within this certificate is current only on the date of issue, as the details included are subject to change.
- This exclusion of any permits dated more than 10 years prior to the issuance of this certificate may not be included due to limitations in the periods records have been kept and/or documentation not received by Council.
- The inclusion and/or exclusion of permits or certificates does not indicate whether all buildings and construction work is compliant with the relevant legislative approvals.

If you have any questions or concerns relating to this certificate, please contact us at bir@geelongcity.vic.gov.au or on (03) 5272 4450.

BUILDING SERVICES
137-149 MERCER STREET,
GEELONG VIC 3220

Information Statement Part A

In accordance with Section 158 of the Water Act 1989
(Should be Read in Conjunction with Part B)

INSTALLATION NUMBER: 20663346 **APPLICATION NUMBER:** 474664 **DATE:** 06/09/2024
PROPERTY ADDRESS: 1162-1170 BELLARINE HWY, WALLINGTON, VIC 3222
YOUR REFERENCE: 380348
OWNER: B B Stephenson
COMMENTS: **Comments**

The following service charges are applicable for the abovenamed property for the period 01/07/2024 to 30/09/2024. These charges are itemised separately to allow a pro-rata adjustment, and will not appear as due and payable below if they have already been paid.

		Value	GST	Price
Total Service Charge	\$	0.00	0.00	0.00

Barwon Region Water Corporation hereby certifies that the following Charges and Interest are due and payable to it in respect of the abovenamed property.

Charges Due & Payable

		Value	GST	Price
TOTAL DUE	\$	NIL	NIL	NIL

Important Information

The supply of water/sewer to this property is "By Agreement"

The water meter for this property was last read on 26/08/2024. In order to ensure accurate water volume charges are able to be adjusted at the time of settlement, you will need to make application for a special meter reading. This can be requested via [Property enquiry application](#) or by visiting the Properties and development section of our website. You should allow 5 working days for this to be completed and the certificate to be sent to you.

The information statement will also provide details of other charges, including any unpaid amounts. In order to ensure this is accurate close to the time of settlement, you can request an Information Statement update by going to [Information statement update](#) or by visiting Properties and development – Information statement update page on our website or by calling 1300 656 007.

In accordance with Section 275 of the Water Act 1989, a person who becomes the owner of a property must pay to Barwon Water at the time the person becomes the owner of the property, any amount that is due to Barwon Water as a charge on that property.

To effect a change of ownership, details of the sale are required by Notice of Disposition or Acquisition to Barwon Water, P.O. Box 659, Geelong Vic 3220.

*** PLEASE NOTE:** **Verbal confirmation will not be given after 05/11/2024. Barwon Water will not be held responsible for information provided verbally. For settlement purposes another certificate should be obtained after 05/11/2024 and a fee will be payable.**

If the property to be purchased is vacant land, any proposed building will attract connection fees and/or contribution fees. To find out more detail on these please contact Barwon Water on 1300 656 007.

Manager Customer Centre

Information Statement Part B

*In accordance with Section 158 of the Water Act 1989
(Should be Read in Conjunction with Part A)*

06-09-2024

Mast Lawyers C/- InfoTrack (LEAP) C/- LANDATA
Two Melbourne Quarter, Level 13, 697 Collins Street
Docklands

Property: 1162-1170 BELLARINE HIGHWAY WALLINGTON 3222

I refer to your application received at this office on 06/09/2024. I wish to advise no encumbrances or easements related to Barwon Water works exist in respect of the above property, other than those that may be revealed by normal Title search, and no Notices or Orders presently remain outstanding relative to the connection of water supply and/or sewerage services.

Please note that this property is subject to a Water Supply By Agreement. Please refer to the attached document for details.

Should you have any inquiries, please contact Barwon Water on 1300 656 007.

Our Ref: EC474664

Your Ref: 380348

Agent Ref: 74148300-026-1

Yours faithfully.

Manager Customer Centre

Barwon Water







1162-1170 BELLARINE HWY WALLINGTON

Scale: 1:500

Created: 6/09/2024

Legend

- Gravity Sewer 
- Pressure Sewer 
- Portable Water 
- Recycled Water 



DISCLAIMER: Barwon Water does not provide any warranty, express or implied, as to the accuracy, completeness, currency or reliability of plans provided. Furthermore, Barwon Water does not provide a warranty that the scale of the plans is accurate, or that they are suitable for a specific purpose. These plans are intended for general information only. Barwon Water is not responsible and does not accept liability for any loss, expense or damage (direct or indirect) which has arisen from reliance on any plans provided by Barwon Water. It is the responsibility of users of the plans to ensure the accuracy of the plans by independent means and to take care when undertaking works that have the potential to damage Barwon Water assets.

WATER SUPPLY "BY AGREEMENT"

Mast Lawyers C/- InfoTrack (LEAP) C/- LANDATA
Two Melbourne Quarter, Level 13, 697 Collins Street
Docklands

06-09-2024

Dear Sir/Madam

Re: Water Supply 'By Separate Written Agreement' to:

1162 1170 BELLARINE HWY WALLINGTON 3222

Barwon Water's records indicate this property is not within a "Declared Serviced Area" and is supplied with water under a Separate Written Agreement. (SWA)

You should note this agreement is between the occupier (owner or tenant) of a property and Barwon Water, and is subject to conditions that **MUST** be adhered to. It should also be noted there is no property entitlement for continued supply of water to the land in question. Therefore a new occupier (owner or tenant) of this property is required to apply to Barwon Water for a new agreement for water supply to be continued. Please find attached **an application form to be completed and submitted within 14 days** of you occupying the property.

Due to recent changes in "Safe Drinking Water Regulations", Barwon Water now reviews all conditions when a new "supply agreement" relates to a property, and reserves the right to ensure water supply systems are consistent with today's standard requirements. Therefore, when the information on the water supply to the property is reviewed, if it is found all the conditions (including new conditions required due to the above regulation changes) are not met, Barwon Water will insist they are met thus ensuring continuance of supply under agreement arrangements.

The new Customer Charter contains standard terms and conditions that relate to this type of water supply agreement. Additional conditions which may include: meter types (e.g. remote RF meters etc.), relocation of private service pipes outside private property, and other modifications etc., may also be required at the owner or occupier's expense prior to an agreement existing. Terms and Conditions documents are available at Barwon Water's offices, on our website at www.barwonwater.vic.gov.au, or our staff can arrange to post or fax a copy to you by calling the number below.

If an application form is not received within 14 days of the new occupancy, Barwon Water may direct termination of this water supply. Alternatively, if the occupier of the property is not the owner, please advise of the occupier's details (name and postal address) so the relevant documentation may be forwarded appropriately.

If the supply to the property is through a system owned by a third party, the occupier will be required to deal with the owner(s) regarding continued access.

Should you have any further enquiries regarding the information above, please contact Development Services on 1300 656 007.

Our Ref: EC474664

Your Ref: 380348

Agent Ref: 74148300-026-1

Yours faithfully,

Manager Customer Centre



Supply by agreement - renewal

Installation no:	Customer no:
------------------	--------------

**Mandatory*

Location of property*			Title or site plan attached <input type="checkbox"/>
Crown Allotment No:	Parish name:	Lot No:	Street No:
Street:		Suburb:	
Nearest Cross Road:			

Owner details *	
Name:	
Postal Address:	
Postcode:	
Phone:	Fax:
E-mail:	
Settlement date:	

Applicant details * (if not the current owner)	
Name:	
Postal Address:	
Postcode:	
Phone:	Fax:
E-mail:	
Settlement date:	

Purpose of use *	
<input type="checkbox"/> Domestic	<input type="checkbox"/> Industry (please specify type) _____
<input type="checkbox"/> Stock (please specify) _____	
Has the purpose of the supply changed?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes please provide details	_____
** Please note this renewal application will attract a renewal fee in accordance with the Barwon Water's schedule of charges	

Supply Information *	
Tapping size: _____ mm	Size of meter at tapping point: _____ mm
Size of meter located at individual property boundaries:	20 mm <input type="checkbox"/> 25 mm <input type="checkbox"/>
Estimated maximum daily demand _____ kL	Estimated maximum annual consumption _____ kL
Is this a shared private water extension?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Location of existing connection to Barwon Water's main and the location of existing meters: _____	
Does this service currently cross the property's boundaries? <input type="checkbox"/> yes <input type="checkbox"/> No	

Declaration *:		
I, the applicant, being the occupier of the above mentioned property understand that Water Supply by Agreements are for non-standard connections to Barwon Water's supply system and that upon review of this application Barwon Water may impose special conditions or refuse permission to connect.		
Name:	Signature:	Date:

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 05 September 2024 03:22 PM

PROPERTY DETAILS

Address: **1162-1170 BELLARINE HIGHWAY WALLINGTON 3222**

Lot and Plan Number: **Lot 2 PS637587**

Standard Parcel Identifier (SPI): **2\PS637587**

Local Government Area (Council): **GREATER GEELONG** www.geelongaustralia.com.au

Council Property Number: **344067**

Planning Scheme: **Greater Geelong** [Planning Scheme - Greater Geelong](#)

Directory Reference: **Melway 469 E8**

UTILITIES

Rural Water Corporation: **Southern Rural Water**

Urban Water Corporation: **Barwon Water**

Melbourne Water: **Outside drainage boundary**

Power Distributor: **POWERCOR**

STATE ELECTORATES

Legislative Council: **WESTERN VICTORIA**

Legislative Assembly: **BELLARINE**

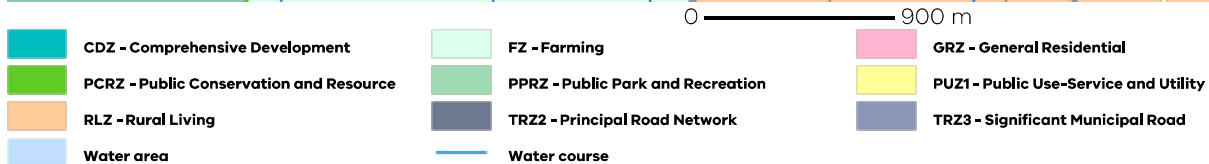
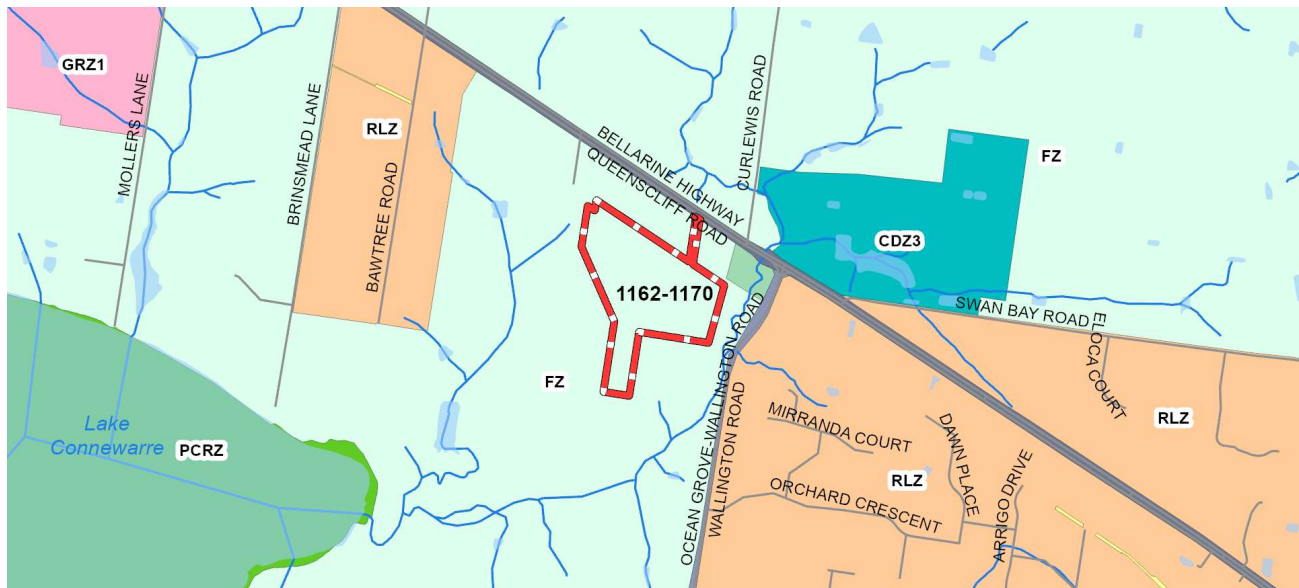
OTHER

Registered Aboriginal Party: **Wadawurrung Traditional Owners
Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[FARMING ZONE \(FZ\)](#)
[SCHEDULE TO THE FARMING ZONE \(FZ\)](#)



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

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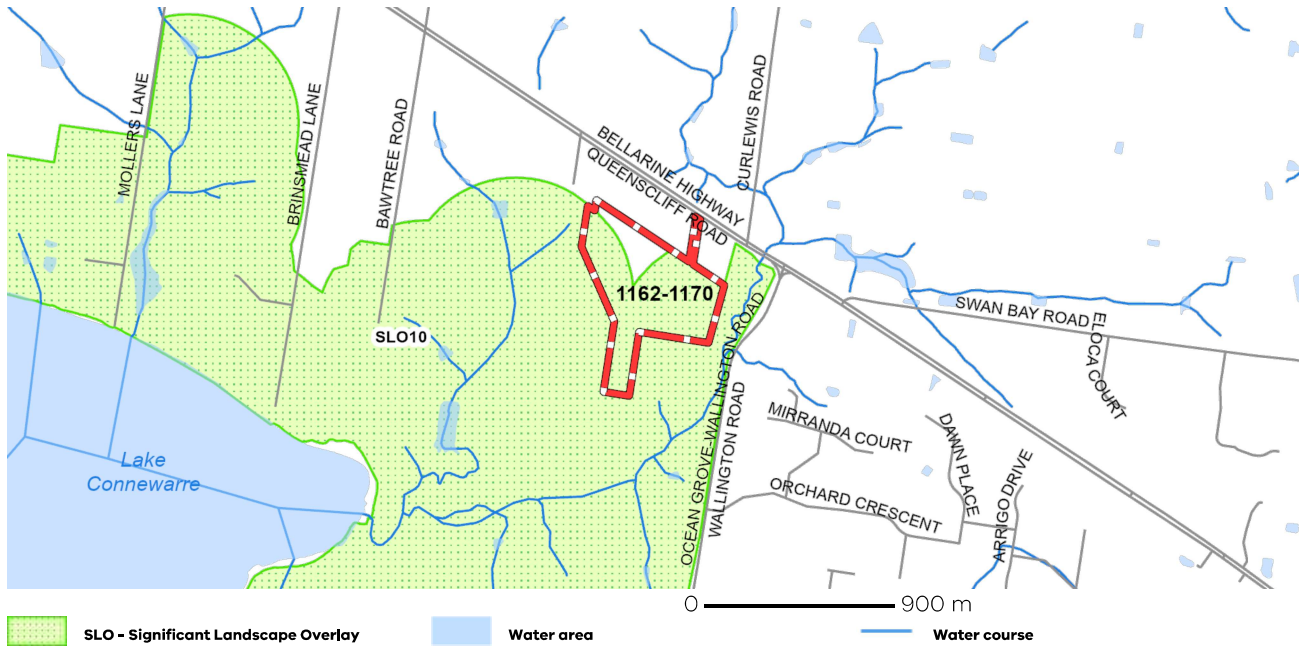
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

PLANNING PROPERTY REPORT

Planning Overlays

SIGNIFICANT LANDSCAPE OVERLAY (SLO)

SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 10 (SLO10)



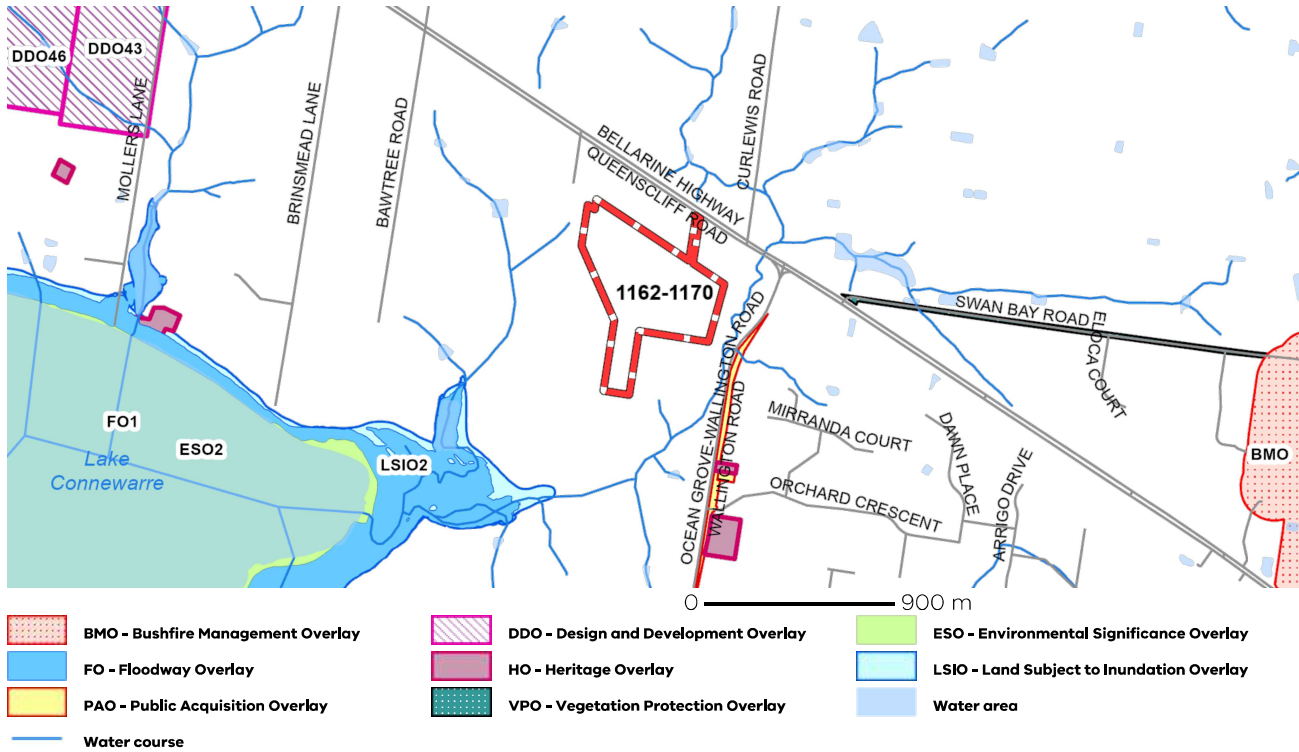
Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

PLANNING PROPERTY REPORT

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

- [BUSHFIRE MANAGEMENT OVERLAY \(BMO\)](#)
- [DESIGN AND DEVELOPMENT OVERLAY \(DDO\)](#)
- [ENVIRONMENTAL SIGNIFICANCE OVERLAY \(ESO\)](#)
- [FLOODWAY OVERLAY \(FO\)](#)
- [HERITAGE OVERLAY \(HO\)](#)
- [LAND SUBJECT TO INUNDATION OVERLAY \(LSIO\)](#)
- [PUBLIC ACQUISITION OVERLAY \(PAO\)](#)
- [VEGETATION PROTECTION OVERLAY \(VPO\)](#)



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

Further Planning Information

Planning scheme data last updated on 4 September 2024.

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

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

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

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

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

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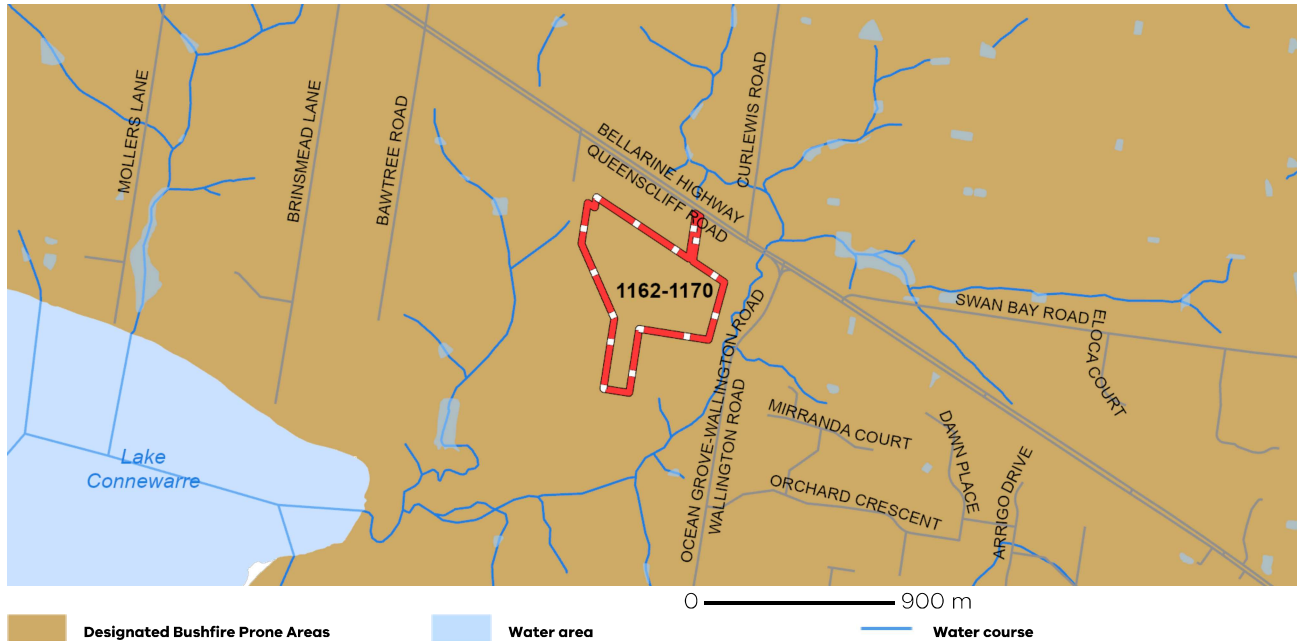
PLANNING PROPERTY REPORT

Designated Bushfire Prone Areas

This property is in a designated bushfire prone area. Special bushfire construction requirements apply to the part of the property mapped as a designated bushfire prone area (BPA). 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 the region 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 Information Management system <https://nvm.delwp.vic.gov.au/> 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 \(environment.vic.gov.au\)](#)

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PROPERTY REPORT

From www.land.vic.gov.au at 05 September 2024 02:58 PM

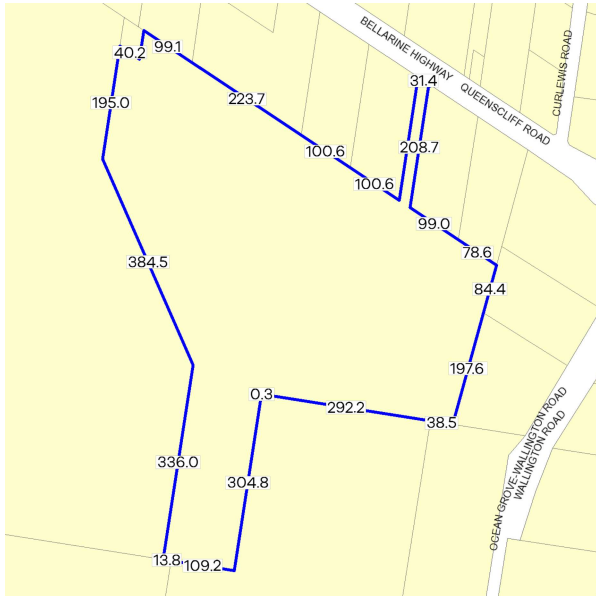
PROPERTY DETAILS

Address: **1162-1170 BELLARINE HIGHWAY WALLINGTON 3222**
 Lot and Plan Number: **Lot 2 PS637587**
 Standard Parcel Identifier (SPI): **2\PS637587**
 Local Government Area (Council): **GREATER GEELONG**
 Council Property Number: **344067**
 Directory Reference: **Melway 469 E8**

www.geelongaustralia.com.au

SITE DIMENSIONS

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



Area: 300295 sq. m (30.03 ha)

Perimeter: 3209 m

For this property:

- Site boundaries
- Road frontages

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

4 overlapping dimension labels are not being displayed

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

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

UTILITIES

Rural Water Corporation: **Southern Rural Water**
 Urban Water Corporation: **Barwon Water**
 Melbourne Water: **Outside drainage boundary**
 Power Distributor: **POWERCOR**

STATE ELECTORATES

Legislative Council: **WESTERN VICTORIA**
 Legislative Assembly: **BELLARINE**

PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

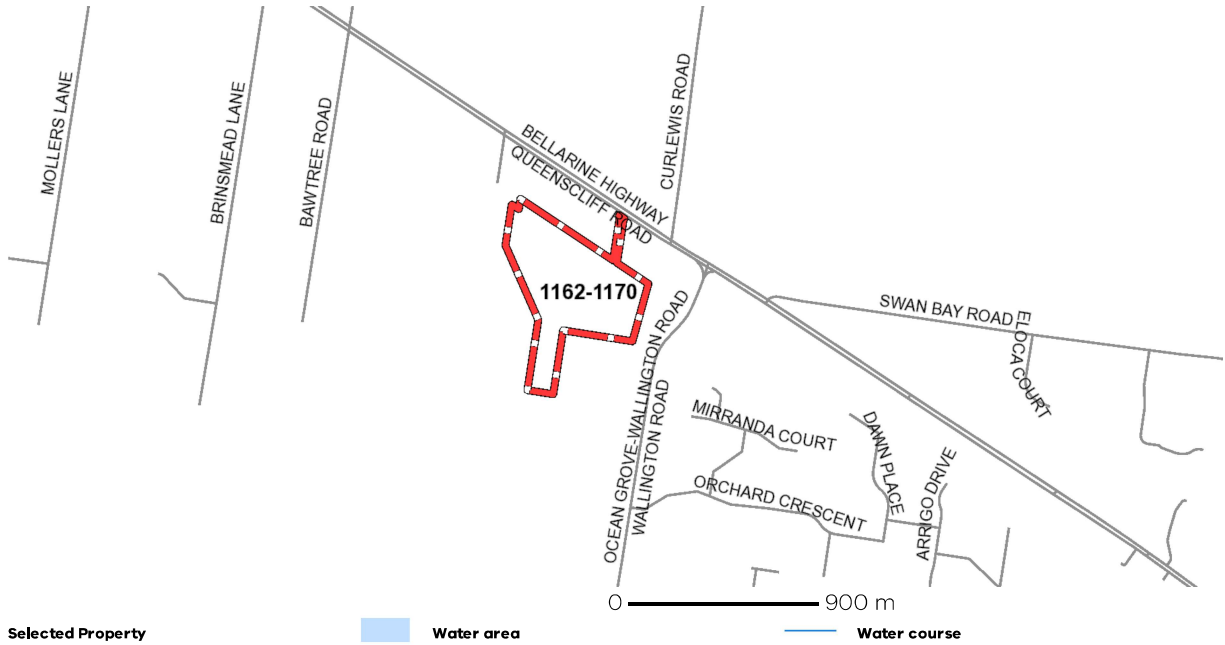
Property and parcel search <https://www.land.vic.gov.au/property-and-parcel-search>

PROPERTY REPORT



Energy,
Environment
and Climate Action

Area Map



 Selected Property

 Water area

 Water course

Property Clearance Certificate

Land Tax



INFOTRACK / MAST LAWYERS

Your Reference:	244606
Certificate No:	79798216
Issue Date:	06 SEP 2024
Enquiries:	ESYSPROD

Land Address: 1162 -1170 BELLARINE HIGHWAY WALLINGTON VIC 3222

Land Id	Lot	Plan	Volume	Folio	Tax Payable
38282719	2	637587	11227	523	\$0.00

Vendor: BENJAMIN BRUCE STEPHENSON

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR BENJAMIN BRUCE STEPHENSON	2024	\$2,800,000	\$0.00	\$0.00	\$0.00

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

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	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: \$3,500,000

SITE VALUE: \$2,800,000

CURRENT LAND TAX CHARGE: \$0.00



Notes to Certificate - Land Tax

Certificate No: 79798216

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" 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 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 = \$28,350.00

Taxable Value = \$2,800,000

Calculated as \$11,850 plus (\$2,800,000 - \$1,800,000) multiplied by 1.650 cents.

Land Tax - Payment Options

BPAY




Billers Code: 5249
Ref: 79798216

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: 79798216

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / MAST LAWYERS

Your Reference:	244606
Certificate No:	79798216
Issue Date:	06 SEP 2024
Enquires:	ESYSPROD

Land Address: 1162 -1170 BELLARINE HIGHWAY WALLINGTON VIC 3222

Land Id	Lot	Plan	Volume	Folio	Tax Payable
38282719	2	637587	11227	523	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
117	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:	\$3,500,000
SITE VALUE:	\$2,800,000
CURRENT CIPT CHARGE:	\$0.00



Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 79798216

Power to issue Certificate

- 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

- 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)

- 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.
- 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

- 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.
- 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

- 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

- 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

- 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

- 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

- 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

- 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).
- 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.
- 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.
- An updated Certificate may be requested free of charge via our website, if:
 - the request is within 90 days of the original Certificate's issue date, and
 - there is no change to the parties involved in the transaction for which the Certificate was originally requested.

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / MAST LAWYERS

Your Reference:	244606
Certificate No:	79798216
Issue Date:	06 SEP 2024

Land Address: 1162 -1170 BELLARINE HIGHWAY WALLINGTON VIC 3222

Lot	Plan	Volume	Folio
2	637587	11227	523

Vendor: BENJAMIN BRUCE STEPHENSON

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: 79798216

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>Billers Code: 416073 Ref: 79798211</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: 79798211</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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**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Mast Lawyers C/- InfoTrack (LEAP)
135 King St
SYDNEY 2000
AUSTRALIA

Client Reference: 380348

NO PROPOSALS. As at the 6th September 2024, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

1162-1170 BELLARINE HIGHWAY, WALLINGTON 3222
CITY OF GREATER GEELONG

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 6th September 2024

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 74148300 - 74148300164029 '380348'



Certificate of Analysis

20243111

Client Name: SWEP Analytical Laboratories
 Address: 45-47/174 Bridge Road, Keysborough, VIC, 3173
 Contact: Hope

Date Sample Received: 10-Sep-24
 Certificate Issue Date: 17-Sep-24
 Date Analysed: 16-Sep-24
 Page: 1 of 2

Client Reference: WIL247
 Sample ID: 187203 - Ben Stephenson
 Reason for Testing: Residue screening

Date Sampled: 04-Sep-24
 Sample Type: Soil
 Laboratory Number: AA2274

Sample Results

RS1 - GCMS Screen

See attached Appendix for Analyte's and LORS's

Analyte	Result	MU	LOR	Units
Dieldrin	0.14	0.041	0.01	mg/kg

Report Details

Analysis Method Details

Method ID	Details	Holding Days	Holding
MET-02	Residues in Soil by GCMS and LCMS	28	OK

Definitions

MU - Measurement uncertainty associated with test result, in mg/kg
 LOR - Level of reporting

mg/kg - milligrams per kilogram
 NT - Not Tested

Remarks

Results Authorised By

G. Murphy (M. Pharm. Sc.)
 Laboratory Analyst

Sample(s) are analysed as received on site by AMAL Analytical Pty Ltd unless otherwise noted. Results pertain only to the sample(s) analysed and are reported on a dry weight basis for soils, and an 'as received' basis for other matrices. Where a sample holding time is unknown or exceeded, the validity of results may be compromised. This report supersedes any released prior and shall not be reproduced except in full without express written permission from the laboratory.



Certificate of Analysis

20243111

Appendix - Analyte Level of Reporting for MET-02

RS1 - GCMS Screen

GC-MSMS	LOR	GC-MSMS	LOR	GC-MSMS	LOR	LC-MSMS	LOR	LC-MSMS	LOR
a-BHC	0.01	Fenthion-sulfone	0.01	Prothiofos	0.01	Ethiprole	NT	Prochloraz	NT
Alachlor	0.01	Fenthion-sulfoxide	0.01	Pyridaben	0.01	Ethofumesate	NT	Prometon	NT
Aldrin	0.01	Fenvalerate	0.01	Quinalphos	0.01	Ethyl-spinosyn J	NT	Prometryn	NT
Aspon	0.01	Flucythrinate	0.01	Quinoxifen	0.01	Ethyl-spinosyn L	NT	Propachlor	NT
b-BHC	0.01	Fluensulfone	0.01	Sulfotep	0.01	Etoxazole	NT	Propargite	NT
Benfluralin	0.01	Fluopicolide	0.01	Sulprophos	0.01	Fenarimol	NT	Propazine	NT
Bifenthrin	0.01	Fluopyram	0.01	Terbufos	0.01	Fenbuconazole	NT	Propham	NT
Bioresmethrin	0.01	Fluvalinate	0.01	Tetrachlorvinphos	0.01	Fenhexamid	NT	Propiconazole	NT
Bromophos-ethyl	0.01	Folpet	0.05	Tetradifon	0.01	Fenoxaprop-ethyl	NT	Pymetrozine	NT
Bromophos-methyl	0.01	Fonofos	0.01	Tetramethrin	0.01	Fenoxycarb	NT	Pyraclostrobin	NT
Carbofenthiol	0.01	Formothion	0.05	Tolclofos-methyl	0.01	Fenpyroximate	NT	Pyrethrin I	NT
Chlordane, cis	0.01	g-BHC (Lindane)	0.01	Tolyfluandit	0.05	Fipronil	NT	Pyrethrin II	NT
Chlordane, trans	0.01	Heptachlor	0.01	Total DDT	0.01	Fluazifop-p-butyl	NT	Pyrimethanil	NT
Chlorfenapyr	0.02	Heptachlor-epoxide	0.01	Trifluralin	0.01	Flubendiamide	NT	Pyriproxyfen	NT
Chlorfenvinphos	0.01	Hexachlorobenzene	0.01	Vinclozolin	0.01	Fludioxonil	NT	Simazine	NT
Chlorothalonil	0.05	Iprodione	0.01			Fluquinconazole	NT	Spinosyn A	NT
Chlorpropham	0.01	Isofenophos	0.01	LC-MSMS	LOR	Flusilazole	NT	Spinosyn D	NT
Chlorpyrifos	0.01	I-Cyhalothrin	0.01	2,4-D	NT	Flutriafol	NT	Spirotetramat	NT
Chlorpyrifos-methyl	0.01	Leptofos	0.01	2-Aminobenzimidazole	NT	Fluxapyroxad	NT	Sulfoxaflor	NT
Chlorthal-dimethyl	0.01	Malaoxon	0.05	3,4-Dichloroaniline	NT	Hexaconazole	NT	Tebuconazole	NT
Coumaphos	0.01	Malathion	0.01	Acephate	NT	Hexythiazox	NT	Tebufenozide	NT
Crotoxyphos	0.01	Methacrifos	0.01	Acetamiprid	NT	Imazalil	NT	Tebufenpyrad	NT
Crufomate	0.01	Methidathion	0.01	Aldicarb	NT	Imazamox	NT	Teflubenzuron	NT
Cyflufenamide	0.01	Methoxychlor	0.01	Ametryn	NT	Imazapic	NT	Temephos	NT
Cyfluthrin	0.01	Mirex	0.01	Asulam	NT	Imazapyr	NT	Thiabendazole	NT
Cypermethrin	0.01	Napropamide	0.01	Atrazine	NT	Imazaquin	NT	Thiacloprid	NT
d-BHC	0.01	Nonachlor, cis	0.01	Avermectin B1a	NT	Imazethapyr	NT	Thiamethoxam	NT
Deltamethrin	0.01	Nonachlor, trans	0.01	Azametaphos	NT	Imidacloprid	NT	Thiodicarb	NT
Diazinon	0.01	o,p-DDD	0.01	Azinphos-ethyl	NT	Indoxacarb	NT	Triadimefon	NT
Dicaphon	0.01	o,p-DDE	0.01	Azinphos-methyl	NT	Ipoconazole	NT	Triadimenol	NT
Dichlobenil	0.01	o,p-DDT	0.01	Azoxystrobin	NT	Jasmolin I	NT	Triazophos	NT
Dichlofenthiol	0.01	o,p-Dicofol	0.01	Benalaxyl	NT	Jasmolin II	NT	Trichlorfon	NT
Dichlofluandit	0.05	o-Phenylphenol	0.02	Bifenazate	NT	Kresoxim-methyl	NT	Trifloxystrobin	NT
Dichlorvos	0.01	Oxadiazon	0.01	Bitertanol	NT	Linuron	NT	Triticonazole	NT
Dicloran	0.01	Oxychlorandane	0.01	Boscalid	NT	Lufenuron	NT	Vamidothion	NT
Dieldrin	0.01	Oxyfluorfen	0.01	Bupirimate	NT	Metaflumizone	NT		
Diphenylamine	0.01	p,p-DDD	0.01	Buprofezin	NT	Metaxyl	NT		
Disulfoton	0.01	p,p-DDE	0.01	Carbaryl	NT	Methamidophos	NT		
Endosulfan, alpha	0.01	p,p-DDT	0.01	Carbendazim	NT	Methiocarb	NT		
Endosulfan, beta	0.01	p,p-Dicofol	0.01	Carbofuran	NT	Methiocarb-sulfone	NT		
Endosulfan-sulfate	0.01	Paraoxon	0.02	Carfentrazone-ethyl	NT	Methiocarb-sulfoxide	NT		
Endrin	0.01	Paraoxon-methyl	0.01	Chlorantraniliprole	NT	Methomyl	NT		
Endrin-aldehyde	0.05	Parathion-ethyl	0.01	Chlorsulfuron	NT	Methomyl-oxime	NT		
Endrin-ketone	0.01	Parathion-methyl	0.01	Cinerin I	NT	Methoprene	NT		
EPN	0.01	Pentachloronitrobenzene	0.01	Cinerin II	NT	Methoxyfenozide	NT		
Esfenvalerate	0.01	Permethrin	0.01	Clofentezine	NT	Metolachlor	NT		
Ethion	0.01	Phorate	0.01	Clomazone	NT	Metribuzin	NT		
Ethoprophos	0.01	Phorate-sulfone	0.01	Clothianidin	NT	Metsulfuron-Methyl	NT		
Etrimfos	0.01	Phorate-sulfoxide	0.05	Cyanazine	NT	Mevinphos	NT		
Famophos	0.01	Phosmet	0.01	Cyproconazole	NT	Monocrotophos	NT		
Fenamiphos	0.01	Phosphamidon	0.01	Cyprodinil	NT	Myclobutanil	NT		
Fenamiphos-sulfone	0.01	Piperophos	0.01	Demeton-S	NT	Omethoate	NT		
Fenamiphos-sulfoxide	0.05	Pirimiphos-ethyl	0.01	Difencconazole	NT	Oryzalin	NT		
Fenchlorphos	0.01	Pirimiphos-methyl	0.01	Diflufenican	NT	Paclbutrazole	NT		
Fenchlorphos-oxon	0.01	Pirimiphos-methyl-N-desethyl	0.01	Dimethoate	NT	Penconazole	NT		
Fenitrothion	0.01	Procyimidone	0.01	Dimethomorph	NT	Pendimethalin	NT		
Fenpropathrin	0.01	Profenophos	0.01	Disulfoton-sulfone	NT	Penthiopyrad	NT		
Fensulfothion	0.01	Pronamide	0.01	Disulfoton-sulfoxide	NT	Phenothrin	NT		
Fensulfothion-sulfone	0.01	Propetamphos	0.01	Diuron	NT	Piperonyl butoxide	NT		
Fenthion	0.01	Proquinazid	0.01	Epoxiconazole	NT	Pirimicarb	NT		

Definitions

LOR - Level of reporting
 NT - Not Tested

Units - mg/kg - milligrams per kilogram



Agriculture Victoria

Department of Energy, Environment and Climate Action

402-406 Mair Street,
Ballarat VIC 3350
Telephone: 0419 559 661

3 October 2024
LF:DS-20240924

MAST LAWYERS
(ATT: STEPHANIE ROSE)
PO BOX 344
NORTH GEELONG VIC 3215

Your Ref:

Dear Stephanie

PROPERTY INFORMATION REQUEST – LAND SITUATED AT 1162 BELLARINE HIGHWAY, WALLINGTON, VIC, 3222

being Lot 2 on Plan of Subdivision 637587L, Parent Title Volume 08938 Folio 173, Created by instrument PS637587L 21/09/2010, City of Greater Geelong, which has, according to Department of Energy, Environment and Climate Action (DEECA) records, a Property Identification Code (PIC) of 3GGME359.

NAME: Benjamin Bruce Stephenson

Thank you for your request dated 19 September 2024 requesting information on the above land.

This letter details particulars the **Department of Energy, Environment and Climate Action (DEECA) / DEECA** is obliged to disclose under section 32D of the *Sale of Land Act 1962*. The DEECA record keeping systems are based on the full name or trading name of the livestock owner using the land and **Property Identification Code (PIC) / PIC** as a reference to who owns the land and its geographical location. **The property for which this information is provided currently has no PIC registered with DEECA (delete if there is a PIC)**

A search was made of the records kept by DEECA specifically in relation to whether or not the land is subject to a current Land Use Restriction Notice issued under the *Agricultural and Veterinary Chemicals (Control of Use) Act 1992*, or a notice, order, report, declaration or recommendation made pursuant to the *Stock Disease Act 1968* (now repealed) or the *Livestock Disease Control Act 1994*.

No Land Use Restriction Notice is currently in force in relation to the subject land.

Soil was collected by staff of the DEECA (or its predecessors) from the abovementioned property on 23 March 2004, and tested for Dieldrin, DDT and other organochlorines. The presence of these chemicals was detected on the property. Attached is a copy of the analyst's report and accompanying advisory letter dated 24 June 2004. Also attached is a letter from DEECA advising the owner that the

Any personal information about you or a third party in your correspondence will be protected under the provisions of the *Privacy and Data Protection Act 2014*. It will only be used or disclosed to appropriate Ministerial, Statutory Authority, or departmental staff in regard to the purpose for which it was provided, unless required or authorized by law. Enquiries about access to information about you held by the Department should be directed to foi.unit@delwp.vic.gov.au or FOI Unit, Department of Energy, Environment and Climate Action, PO Box 500, East Melbourne, Victoria 8002. Information collected will not be given to any other third party except where required by law under the *Livestock Disease Control Act 1994* and *Agricultural and Veterinary Chemicals (Control of Use) Act 1992*.



property currently has a Resolved status for the purposes of this program and arrangements for Livestock Production Assurance (R letter attached).

If the purchaser intends to run cattle on this property, a Property Management Plan **will** be required. For information and assistance in developing this plan please contact DEECA via the Product Integrity email: productintegrity@agriculture.vic.gov.au

The absence of a Land Use Restriction Notice or any other notice, order, report, declaration or recommendation apart from that in the attached letter in respect to the land you have sought information about, must not be taken as an indication that the land is suitable for the purpose or purposes that the purchaser or prospective purchaser has in mind.

In addition, the absence of any notice (Land Use Restriction Notice or otherwise), order, declaration or recommendation apart from that in the attached letter must not be interpreted as confirmation that the land is free from disease, other chemical contamination or physical defect, or that the land is suitable for raising livestock.

If you are concerned that the land may be contaminated by disease, chemicals or noxious residues of any sort, then it may be possible to determine whether any such substances are present or absent by a program of soil sampling and testing. It is suggested that you discuss soil sampling procedures with an agricultural consultant or a testing laboratory, and if necessary, that the appropriate tests be carried out on the land before any commitment is made to purchasing the land.

Where it is planned to introduce livestock onto the land, then DEECA may be contacted for advice on how to responsibly manage livestock in order to avoid possible contamination or disease.

An invoice for the fee applicable to your enquiry is enclosed.

Any further queries regarding this land should be directed to Linda Fahy on 0419 559 661, quoting the above file reference number.

Yours sincerely



PAUL BELTZ BVSc
A/REGIONAL MANAGER – ANIMAL HEALTH & WELFARE
SOUTH WEST REGION

cc file

enc Property map



Agriculture Victoria

Department of Energy, Environment and Climate Action

402-406 Mair Street,
Ballarat VIC 3350
Telephone: 0419 559 661

Any personal information about you or a third party in your correspondence will be protected under the provisions of the *Privacy and Data Protection Act 2014*. It will only be used or disclosed to appropriate Ministerial, Statutory Authority, or departmental staff in regard to the purpose for which it was provided, unless required or authorized by law. Enquiries about access to information about you held by the Department should be directed to foi.unit@delwp.vic.gov.au or FOI Unit, Department of Energy, Environment and Climate Action, PO Box 500, East Melbourne, Victoria 8002. Information collected will not be given to any other third party except where required by law under the *Livestock Disease Control Act 1994* and *Agricultural and Veterinary Chemicals (Control of Use) Act 1992*.





PIC Map

Legend

Cadastre - Parcels with labels



Layer 1



Created: September 23, 2024 2:26 PM By: bv\j2qh

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K L MAHAR
29 FENWICK ST
WALLINGTON 3221

Ref VHBQ3338 3GGNE063

Dear Producer,

**Re Future Funding and Management Arrangements for the
National Organochlorine Management (NORM) Program**

I am writing on behalf of the Australian beef industry to all cattle producers whose properties currently have a "T" (testing) or "R" (resolved) status under the NORM program. These statuses have been allocated following the identification of organochlorine (OC) residues in cattle or on land used for cattle production. This letter details proposed changes to funding and management arrangements for the NORM program.

**Please read this letter carefully to ensure that you understand the implications
of these changes for your business**

The Beef industry in Australia faces an ongoing threat from excessive OC residue levels in our product. Closure or restrictions of major international markets can occur should our trading partners not be satisfied with the effectiveness of control measures in place.

In the past 9 years Australian cattle producers have invested around \$1million annually to prevent unacceptable OC residues in beef. Cattle Council of Australia and the Australian Lot Feeders Association have allocated this money from every Australian producer's Cattle Transaction Levy (CTL) payments, as a part of the National Residue Survey. Government agencies have made similar annual contributions in kind to the NORM program.

Much of this money has been directed to help affected beef producers to develop Property Management Plans (PMPs) to ensure that beef produced on land with identified OC hazards meets the required food standards. The ongoing subsidization of audits for producers who have an "R" status is placing a considerable strain on industry funds reserved for residue management. Unless a more equitable and fair 'beneficiary pays' scheme is introduced the industry's reserves will be exhausted in 2008.

The beef industry is committed to ensuring more equitable arrangements for the NORM program's long term operation. To achieve this outcome the following changes to industry funding arrangements for properties with an assigned "R" status will take effect from December 2005.

- 1 Industry funds will no longer cover the ongoing cost of auditing the Property Management Plans for properties to maintain an "R" status. The current cost of these audits to the cattle industry is in excess of \$380 per audit with the frequency of audits determined by the OC risk and the complexity of the producer's PMP.

- 2 While there will be no ongoing regulatory actions to ensure PMPs are met, there may be some commercial industry programs, such as NFAS™, Cattlecare™ and LPA™, which will place requirements on participant properties with an “R” status

- 3 The beef industry will continue to provide support for the investigation and resolution of any newly identified OC residue problems Industry organisations and State, Territory and Federal government departments have developed the new NORM program to ensure that producers will have support funding for a period of 12 months to allow them to develop a PMP and manage their OC issues

The proposed changes to the NORM program are designed to ensure the more equitable use of limited industry funds available for residue management Management of OC issues is the responsibility of the landholder, and should be regarded as a cost of doing business The next 12 months should be seen by producers as an opportunity to implement necessary changes whilst testing and auditing costs are supported by common industry funds, and to use the industry and government resources while they are available under co-funding arrangements

If you have further questions regarding your “R” status, or have technical questions about OC management please contact your relevant State authority (below) during business hours

If you have any comments in relation to the proposed changes to the NORM program outlined in this letter, please contact the Cattle Council of Australia or the Australian Lot Feeders Association secretariats

Yours sincerely,

Jack Ware
Chairman
SAFEMEAT

<p>Department of Primary Industries Jo Robinson NORM Co ordinator (South West) P O Box 103 Geelong 3220 Jo.Robinson@dpi.vic.gov.au Phone (03) 52264717</p>	<p>Cattle Council of Australia PO Box E10 Kingston ACT 2604 cca@cattlecouncil.com.au</p>	<p>Australian Lot Feeders Association GPO Box 149 Sydney NSW 2001 alfabeef@feedlots.com.au</p>
--	--	--

Dear Sir/Madam,

'R' CLASSIFICATION FOR (*insert PIC*)

The National Organochlorine Residue Minimisation (NORM) Program has recently been reviewed and a decision was made nationally to revise the system for classifying cattle-producing properties

As a consequence, your property classification is now 'R' (for 'resolved') This classification applies because there is an organochlorine risk on your property which is being managed under an auditable Property Management Plan (PMP)

Cattle from 'R' classification herds will not be routinely tested at slaughter If you use a **National Vendor Declaration** or **Livestock Production Assurance (LPA)** NVD/waybill when selling cattle, you may now **answer [✓] NO** to question 5, provided the cattle you are selling have not, in the six (6) months prior to sale, been on a property which has a current T1, T2, T3 or T4 classification

Enclosed is a letter from **SAFEMEAT**, explaining the changes to the NORM Program and the significance of your 'R' classification **SAFEMEAT** is the national industry/government partnership responsible for developing and implementing food safety policy within the Australian red meat industries

I remind you of your obligation to provide potential purchasers of your property with a copy of all correspondence from the Department documenting the areas of organochlorine contamination that are present on your property

Yours sincerely

Jo Robinson
NORM Co-ordinator (South West)



Department of Primary Industries

24th June 2004

Ken Mahar
29 Fenwick Street,
Wallington VIC 3221

83 Gellibrand Street
Colac VICTORIA 3350
Telephone 52335533
Facsimile 52313823
ABN 42 579 412 233

Dear Ken,

COPY

Qur Ref

SOIL TEST RESULTS FOR PROPERTY – VHBQ3338 / 3GGNE063

On 23rd & 24th March 2004 Tom Gartland visited your property as part of the National Organochlorine Residue Management (NORM) Program and collected soil samples for organochlorine (OC) analysis. The NORM Program is an industry initiative to assist producers to responsibly manage livestock on land contaminated with OC chemicals such as dieldrin and DDT.

Soil test results are below

SAMPLE DATE	Paddock DETAILS	TEST RESULTS in ppm		
	Paddock Name	Dieldrin	DDT	Other OCs (if detected)
23/03/04	Paddock No 1	0.26	<0.02	N/D
23/03/04	Paddock No 9	0.25	<0.02	N/D
24/03/04	Paddock No 6	0.25	<0.02	N/D
24/03/04	Paddock No 15	0.32	<0.02	N/D

('nd' means no OC chemicals were detected above the level of reporting of the analytical method used by the laboratory)

The main contaminant detected was dieldrin on all paddocks tested.

Based on these test results, livestock grazing these paddocks/sites may organochlorine residues to levels exceeding current Maximum Residue Limits (MRLs). The MRL for a chemical is the maximum amount of the chemical legally permitted in food. Livestock with levels of dieldrin or DDT in fat in excess of the current MRLs of 0.2 mg/kg and 5 mg/kg respectively are contaminated and are unsuitable for human consumption. Dairy cows with these levels of contamination are likely to produce milk with a dieldrin (or DDT) concentration exceeding the MRL of 0.15 mg/kg with chemical residues. Bobby calves born to these cows may also have residues above MRL.

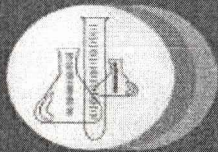
Prepared By Jo Robinson
Animal Health
Phone 52335519 Fax 52313823
Email Jo.Robinson@dpi.vic.gov.au



Recent studies indicate that OCs disappear at a very slow rate from the soil. The locations on your property where dieldrin is present are likely to remain contaminated for many decades. At this stage your property management plan will remain the same. Please ensure that you maintain to follow this protocol. I will contact you if I have any success locating any further information on current treatment practices.

Jo Robinson

NORM Co-ordinator – South West Region



Explosives
Water & Waste Water
Environmental
Food & Pharmaceuticals
Micro Biological

amdel
www.amdel.com
A subsidiary of the Gribbles Group
A.B.N. 58 626 960 402



585 Blackburn Road Notting Hill,
Victoria, Australia 3168
Telephone (03) 9562 6899 Fax (03) 9562 0336

Analytical Report

GRIBBLES VETERINARY PATHOLOGY
C/- GRIBBLES GROUP LIMITED
1868 DANDENONG ROAD
CLAYTON
VIC 3168

Contact : **MAHER**
Batch Number : **0403909**
Job Ref : **04-545415**
Sample(s) Received : **25/03/2004**
Report No : **118031**

Methods:

100 Moisture Content
506-ECD Organochlorines (Low Level), Dry Weight

Attached Results Approved by:

Anthony Crane
B.App.Sci. (Environmental)
Laboratory Manager

Daniel Dam
B.App.Sci (Chemistry)
Senior Analyst - Semi-Volatiles



This Laboratory is accredited by the National Association of Testing Authorities, Australia. The tests reported herein have been performed in accordance with its terms of accreditation.

NATA ENDORSED DOCUMENT

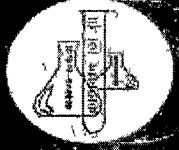
Document may not be reproduced except in full.

NATA Accreditation No. 1645 (Chemical Testing) NATA Accreditation No. 14278 (Biological Testing)


* This is the Final Report which supersedes any reports previously issued relating to the sample(s) included.

All samples tested as submitted by client.


Denotes methods not covered by NATA terms of accreditation



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Environmental
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Micro Biological



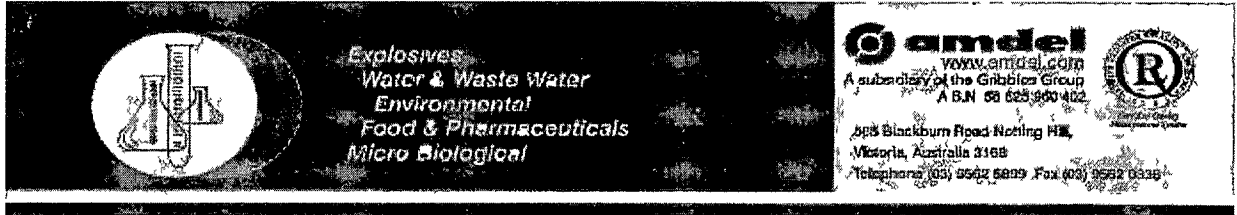
Amdel
 www.amdel.com
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 A.B.N. 56 625 650 462



285 Blackburn Road, North Ring Road,
 Victoria, Australia 3168
 Telephone (03) 9562 5895 Fax (03) 9562 0036

Results	Report No 118031
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	0403909/001 Paddock NO 1	0403909/002 Paddock NO 9	0403909/003 Paddock NO 6	0403909/004 Paddock NO 15
	Soil 26/03/04	Soil 26/03/04	Soil 26/03/04	Soil 26/03/04
ORGANOCHLORINE PESTICIDES DRY WEIGHT				
Method 506 ECD Units mg/kg				
Aldrin	<0.02	<0.02	<0.02	<0.02
alpha BHC	<0.02	<0.02	<0.02	<0.02
alpha Endosulphan	<0.02	<0.02	<0.02	<0.02
beta BHC	<0.02	<0.02	<0.02	<0.02
beta Endosulphan	<0.02	<0.02	<0.02	<0.02
Chlordane	<0.02	<0.02	<0.02	<0.02
DDD	<0.02	<0.02	<0.02	<0.02
DDE	<0.02	<0.02	<0.02	<0.02
DDT	<0.02	<0.02	<0.02	<0.02
delta BHC	<0.02	<0.02	<0.02	<0.02
Dieldrin	0.26	0.25	0.25	0.32
Endosulphan sulphate	<0.02	<0.02	<0.02	<0.02
Endrin	<0.02	<0.02	<0.02	<0.02
Endrin Aldehyde	<0.02	<0.02	<0.02	<0.02
Heptachlor	<0.02	<0.02	<0.02	<0.02
Heptachlorepoxyde	<0.02	<0.02	<0.02	<0.02
Hexachlorobenzene	<0.02	<0.02	<0.02	<0.02
Lindane	<0.02	<0.02	<0.02	<0.02
Methoxychlor	<0.02	<0.02	<0.02	<0.02
Total DDT	<0.06	<0.06	<0.06	<0.06
OVEN MOISTURE CONTENT				
Method 100 Units / w/w				
Moisture	4.9	4.6	4.0	2.3



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383 Blackburn Road Notting Hill,
 Victoria, Australia 3168
 Telephone: (03) 9562 6299 Fax: (03) 9562 6336

Quality Results **Report No 118031**

0403909Q005	0403909Q006	0403909Q007
QCBlank	Spike	Spike
METHOD BLK	Recovery	Recovery
	LAB	RECOVERY
22103104	CONTROL	22103104
	22103104	

ORGANOCHLORINE PESTICIDES AS RECEIVED

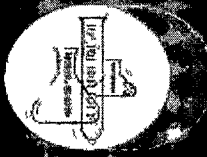
Method 506 ECD Units mg/kg

Aldrin	<0.02
alpha BHC	<0.02
alpha Endosulphan	<0.02
beta BHC	<0.02
beta Endosulphan	<0.02
Chlordane	<0.02
DDD	<0.02
DDE	<0.02
DDT	<0.02
delta BHC	<0.02
Dieldrin	<0.02
Endosulphan sulphate	<0.02
Endrin	<0.02
Endrin Aldehyde	<0.02
Heptachlor	<0.02
Heptachlorepoxyde	<0.02
Hexachlorobenzene	<0.02
Lindane	<0.02
Methoxychlor	<0.02

QC RESULTS SPIKED SAMPLES


Percent Recovery /

Aldrin	117	112
alpha BHC	112	122
alpha Endosulphan	111	114
beta BHC	116	119
beta Endosulphan	114	110
Chlordane	117	108
DDD	113	111
DDE	119	107
DDT	105	100
delta BHC	115	134
Dieldrin	118	114
Endosulphan sulphate	117	106
Endrin	118	92.7
Endrin Aldehyde	108	103
Heptachlor	109	123
Heptachlorepoxyde	116	117
Hexachlorobenzene	119	138
Lindane	113	126
Methoxychlor	98.0	130



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405 Blackburn Road Notting Hill,
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Telephone (03) 9582 5329 Fax (03) 9582 0338

<i>Results</i>	<i>Report No 118031</i>
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Quality Results provided in this report are for laboratory Quality Control purposes



Natural Resources and Environment

AGRICULTURE RESOURCES CONSERVATION LAND MANAGEMENT

Geelong Office
PO Box 103
GEELONG VIC 3220
Ph 5226 4667

OWNER DETAILS

LAB USE ONLY

NAME (Trading Name) KEN MAHER TAILTAG 3CGNE063 Phone 5250 3218
 Address 29 Fenwick Street Fax _____
WARRINGTON Postcode 3221

Accession No. _____
 Date _____
 Duty Pathologist _____
 Copy PVO/CHEM
 SVO/SW
 Project P002
 Charge PVO/CHEM
 Intern / Field _____

SENDER **Department of Natural Resources and Environment** Phone **5226 4717**
Geelong Office Fax _____
 Job Ref 0403909 (118931) Fax **5222 2364**

ORGANOCHLORINE SOIL RESIDUES Project AV 7.1

Sample Number	Description	Sample Number	Description
1	Paddock No 1	12	
2	Paddock No 9	13	
3	Paddock No 6	14	
4	Paddock No 15	15	
5		16	
6		17	
7		18	
8		19	
9		20	
10		21	
11		22	

Collected By THOMAS GARTMAN
 Collection Date 23/24 MAREW '04

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](https://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.

(04/10/2016)

CITY OF GREATER GEELONG

WADAWURRUNG COUNTRY P: 03 5272 5272
PO Box 104, Geelong VIC 3220 E: contactus@geelongcity.vic.gov.au
www.geelongaustralia.com.au



6 December 2022

B B Stephenson
1162 Bellarine Highway
WALLINGTON VIC 3222

Dear Benjamin

Registration of Pool or Spa - PSR-2022-645
Registered Property - 1162-1170 Bellarine Highway, WALLINGTON

Thank you for registering your pool.

According to your building permit, the date of construction for your pool is **6 May 2016**. The date of construction determines the safety standards that apply to your pool barrier. It also determines when you need to have your pool inspected and submit a Form 23 - Certificate of pool and spa barrier compliance.

Based on your date of construction, your pool barrier must meet **AS1926.1-2012**.

Your compliance certificate is due on **1 June 2024**.

Under Section 144(2) of the Act, an owner may appeal to the Building Appeals Board against a determination by the relevant Council, of the date of construction of the swimming pool or spa within 30 days after the owner receives the determination.

What's next?

When your due date is approaching, you will need to organise for a private registered inspector or surveyor to inspect your pool or spa barrier.

If your pool or spa is compliant, they will give you a compliance certificate (Form 23), which you must submit to us within 30 days.

A fee will apply for this inspection - check this with your inspector or surveyor.

Inspections can only be completed by an inspector or surveyor. You can check that they are registered with the Victorian Building Authority (www.vba.vic.gov.au) by asking to see their registration card.

If your pool or spa barrier doesn't meet the standards, the inspector or surveyor will explain what needs to be fixed. The inspector or surveyor must come back to check the work has been done before issuing you with a certificate.

Lodging the compliance certificate (Form 23)

You must lodge the compliance certificate (Form 23) you receive from your inspector or surveyor straight away as it is only valid for 30 days after it has been issued.

Please click [here](#) or visit www.geelongaustralia.com.au/poolsafety to lodge this form online, along with the lodgement fee.

You will need to quote your pool or spa registration number: **PSR-2022-645**.

Thank you for supporting this important safety initiative.

The Building Services Team
City of Greater Geelong