



CONTRACT OF SALE

671-719 Banks Road
MARCUS HILL VIC 3222

Surfside
CONVEYANCING PTY LTD

RESIDENTIAL • COMMERCIAL • TRANSFERS • SUBDIVISIONS

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

- you bought the property at a publicly advertised auction or on the day on which the auction was held; or
- you bought the land within 3 clear business days before a publicly advertised auction was to be held; or
- you bought the land within 3 clear business days after a publicly advertised auction was held; or
- 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.

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

Off-the-plan sales (Section 9AA(1A) of the *Sale of Land Act 1962*)

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.

A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.

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

WARNING TO ESTATE AGENTS

DO NOT USE THIS CONTRACT FOR SALES OF 'OFF THE PLAN' PROPERTIES
UNLESS IT HAS BEEN PREPARED BY A LEGAL PRACTITIONER



Contract of Sale of Land

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

The terms of this contract are contained in the –

- particulars of sale; and
 - special conditions, if any; and
 - general conditions (which are in standard form: see general condition 6.1) –
- in that order of priority.

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that they have received a section 32 statement from the vendor before signing this contract. In this contract, “section 32 statement” means the statement required to be given by a vendor under section 32 of the Sale of Land Act 1962.

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/...../.....

..... on/...../.....

**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)

In this contract, “business day” has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR:

..... on/...../.....

..... on/...../.....

Print name(s) **PETER JOHN STOW AND KAREN DOROTHY STOW**
of person(s) signing:

State nature of authority, if applicable:

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

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Particulars of Sale

Vendor's estate agent

Name:	Elders Real Estate				
Address:	Suite 15, 400 Pakington Street, Newtown VIC 3220				
Email:	cathy.cadeddu@elders.com.au				
Tel:	03 5225 5000	Mob:	Fax:	Ref:	Cathy Cadeddu

Vendor

Name:	Peter John Stow and Karen Dorothy Stow				
Address:	671-719 Banks Road, Marcus Hill VIC 3222				

Vendor's legal practitioner or conveyancer

Name:	SURFSIDE CONVEYANCING PTY LTD				
Address:	78B The Terrace, Ocean Grove VIC 3226 PO BOX 359, Ocean Grove VIC 3226				
Email:	info@surfsideconvey.com.au				
Tel:	03 5255 5556	Mob:	Fax:	Ref:	RE:25/14034

Purchaser

Name:					
Address:					
ABN/ACN:					

Purchaser's legal practitioner or conveyancer

Name:					
Address:					
Email:					
Tel:	Mob:	Fax:	Ref:		

Property address

The address of the land is:	671-719 Banks Road, Marcus Hill VIC 3222				
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Goods sold with the land (general condition 6.3(f)) (list or attach schedule)

All fixed floor coverings, light fittings, window furnishings and fixtures & fittings of a permanent nature and ticked items below:					
<input checked="" type="checkbox"/>	Solar Panels & Battery	<input checked="" type="checkbox"/>	Pool Equipment & Cover	<input checked="" type="checkbox"/>	TV Brackets only
Excluding: Shipping Container					

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference		being lot		on plan	
Volume	8722	Folio	694	1	LP 80659

If no title or plan references are recorded in the table, the land is as described in the section 32 statement or the register search statement and the document referred to as the diagram location in the register search statement attached to the section 32 statement

The land includes all improvements and fixtures.

Payment

Price	\$	_____				
Deposit	\$	_____	by	/	/	(of which \$ _____ is due on signing)
Balance	\$					payable at settlement

Deposit bond (general condition 15)

General condition 15 applies only if the box is checked

Bank guarantee (general condition 16)

General condition 16 applies only if the box is checked

GST (general condition 19)

Subject to general condition 19.2, the price includes GST (if any), unless the next box is checked

- GST (if any) must be paid in addition to the price if the box is checked
- This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked
- This sale is a sale of a 'going concern' if the box is checked
- The margin scheme will be used to calculate GST if the box is checked

GST withholding notice (general condition 25)

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. This serves as a notification to the Purchaser the GST withholding does not apply.

GST withholding does apply in relation to this supply of land in which the vendor will provide further details prior to settlement.

Settlement (general conditions 17 & 26.2)

is due on / /

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

- the above date; and
- the 14th day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

Lease (general condition 5.1)

At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to*:

(*only one of the boxes below should be checked after carefully reading any applicable lease or tenancy document)

a lease for a term ending on / /20..... with [.....] options to renew, each of [.....] years

OR

a residential tenancy for a fixed term ending on / /20.....

OR

a periodic tenancy determinable by notice

Terms contract (general condition 30)

This contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962* if the box is checked. (Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions)

Loan (general condition 20)

This contract is subject to a loan being approved and the following details apply if the box is checked:

Lender: _____

Loan amount: no more than _____

Approval date: _____

Building report (general condition 21)

General condition 21 applies only if the box is checked

Pest report (general condition 22)

General condition 22 applies only if the box is checked

Special Conditions

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

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

- *each special condition is numbered;*
 - *the parties initial each page containing special conditions;*
 - *a line is drawn through any blank space remaining on this page; and*
 - *attach additional pages if there is not enough space.*
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Special Condition 1 – Guarantee and Indemnity

- 1.1 In the event that the Purchaser is a corporate entity, then the Purchaser undertakes and agrees that it shall execute the Guarantee and Indemnity of all of its Directors in the form annexed hereto.
- 1.2 The Purchaser must also provide a current ASIC Company Search to the Vendor within 3 business days of signing the Contract of Sale.

Special Condition 2 – Nomination of an additional or substitute Purchaser

- 2.1 The Purchaser may nominate an additional or substitute purchaser if:
- (a) the Purchaser is not in default under this contract; and
 - (b) at least 10 Business Days before the Settlement Due Date, the Purchaser delivers to the Vendor:
 - (i) a nomination form complying with all Laws on terms and in a form reasonably required by the Vendor, duly signed by the Purchaser and the nominee.
- 2.2 The Purchaser remains liable under this contract even if the Purchaser nominates an additional or substitute purchaser.
- 2.3 The Purchaser indemnifies the Vendor against any claim, cost or loss which the Vendor suffers, incurs or is liable for in respect of stamp duty payable in relation to this contract.
- 2.4 The Purchaser must procure that the additional or substitute purchaser unconditionally and irrevocably guarantees to the Vendor:
- (a) the payment of the Balance by the Purchaser to the Vendor;
 - (b) every other amount payable by the Purchaser under this contract; and
 - (c) the performance of the Purchaser's obligations under this Contract.
- 2.5 If the additional or substitute purchaser is a corporation (within the meaning of the Corporations Act) that is not admitted to the official list of ASX Limited, the additional or substitute purchaser must on the date of nomination:
- (a) execute the Guarantee and Indemnity of all of its Directors in the form annexed hereto.
 - (b) deliver each guarantee and indemnity, properly executed, and stamped (if necessary) to the Vendor;
 - (c) provide a current ASIC Company Search to the Vendor together with the nomination.

Special Condition 3 – Amendment to General Conditions

- 3.1 General Condition 21.2 has been amended by replacing the words “14 days” with the words “7 Days”.
- 3.2 General Condition 22.2 has been amended by replacing the words “14 days” with the words “7 Days”.
- 3.3 General Condition 33 has been amended by inserting the words after “at the rate” the words “of 4% per annum plus the rate”.

Special Condition 4 – Property

- 4.1 The Purchaser acknowledges that their decision to purchase the property has been as a result of their own inspections and enquiries of the property and all structures, buildings and other assets of the property. It is agreed between the parties that the Purchaser shall not be entitled to make any claim for compensation or objection whatsoever in respect of condition or state of repair of the property as at the Day of Sale or any fair wear and tear thereafter.
- 4.2 The Purchaser acknowledges that any improvements on the property may be subject to Victorian Building Regulations, Municipal By-Laws, relevant statutes and/or any other regulations thereunder and any repealed laws which effected the construction of any structures. The Vendor will not be required to procure any building permits, building approval, final inspection, certificate of occupancy or any other permanent permits, approvals, or inspections in relation to the land and any improvements including (without limitation) the completion and/or finalisation of any sanitary plumbing works and/or drainage plan requirements, including any outstanding requirements noted by the relevant water authority and/or Victorian Building Authority requirements. The Purchaser shall not claim any compensation nor require the Vendor to comply with any of those laws or regulations (including having any final inspections carried out, installing pool fences or installing smoke detectors) should there be any failure to comply with any one or more of those laws or regulations this shall not constitute a defect in the Vendor Title.
- 4.3 The Purchaser acknowledges that they have inspected the property, including all chattels, fittings and fixtures, and accepts the land and all improvements in their present condition and state of repair, with all faults, both latent and patent, as at the Day of Sale. If any fixed TV/s, brackets or wall-mounted items are removed, or if any picture hooks or similar implements are affixed to the walls, the Vendor will not be required to remove, patch, repair, paint, restore or reinstate the walls, and the Purchaser purchases the property subject to the condition of the walls as at the Day of Sale. The Purchaser shall not make any claim for compensation or objection at or before settlement in relation to the condition, working order or removal of any fittings, fixtures or wall-mounted items.
- 4.4 The Vendor does not guarantee the services will be connected at the time of settlement. If the services are disconnected from the Day of Sale, the Vendor will not be required to reconnect the services or be responsible for any reconnection fees.

Special Condition 5 – Solar Panels (if applicable)

- 5.1 The Vendor makes no representations and gives no warranty whatsoever with respect to any solar panels or related equipment installed on the Property in relation to condition, state of repair, fitness for purpose, their input, feed in tariff, battery storage (if any) or any benefits arising from the electricity generated by any solar panels, save that, subject to any disclosure in the attached Section 32 Vendor Statement, they are owned by the Vendor and not encumbered in any way.
- 5.2 The Purchaser acknowledges that any current arrangements for the Property between the Vendor and with any energy company (if any) shall cease on Settlement and the Purchaser shall make their own enquiries and make their own arrangements for the period immediately after Settlement of the Property.

Special Condition 6 – Reasonable Foreseeable Losses

- 6.1 The Purchaser hereby agrees and acknowledges that should the Purchaser be for any reason unable to perform its obligations under this Contract as and when required by this Contract, and should the Vendor suffer any loss, damage or expense as a result of such failure, in addition to any interest due under this Contract of Sale, it shall reimburse the Vendor for any and all reasonably foreseeable losses, damages or expenses, including but not limited to:
- (a) any interest, fees, charges or other costs incurred as a result of additional financing being required by the Vendor in order that the Vendor may satisfy its obligations under any Contract entered into by the Vendor for the purchase of another property, whereby such additional finance would not be required but for the default of the Purchaser;
 - (b) any interest, fees, charges or other costs incurred by the Vendor in relation to any loan where the property subject to this Contract has been provided as security for such loan;
 - (c) any expenses or costs incurred by the Vendor for any temporary accommodation required by the Vendor as a result of the Purchaser not being able to satisfy its obligations under this Contract, including where the Vendor is not able to enter into occupation of premises purchased by it as a result of the default of the Purchaser;
 - (d) any expenses or costs incurred by the Vendor in relation to any transport or removal agreement entered into by the Vendor in anticipation of the Purchaser being able to satisfy obligations under the Contract as and when required;
 - (e) any fees, charges, penalty interest or other penalties or expenses incurred by the Vendor as a result of any delay in completion of the Vendor's purchase of another property, as a result of the default of the Purchaser;
 - (f) any legal fees, costs or expenses between the Vendor's legal representative and client incurred by the Vendor as a result of the default of the Purchaser.

Special Condition 7 – Failure to settle

- 7.1 Notwithstanding anything else hereinbefore contained, if settlement does not occur on the due date as a result of the Purchaser's fault, the Purchaser is deemed to be in default of the Contract of Sale. The Purchaser shall pay the Vendor's Conveyancer reasonable proper costs of \$330.00 plus any Mortgagee's costs [if applicable] for each re-scheduled extended settlement date. Payment is to be paid by way of adjustment at settlement.

Special Condition 8 – Adjustments

- 8.1 The Purchaser [or the Purchaser's legal representative or conveyancer] must prepare and provide to the Vendor's conveyancer a proposed Statement of Adjustments no later than five (5) business days prior to the Settlement Due Date, together with current supporting certificates from the relevant authorities. All supporting certificates must be valid, current and not expired as at the Settlement Date.

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

- 1.1 In this general condition “**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.
- 1.2 The parties’ consent to this contract being signed by or on behalf of a party by an electronic signature.
- 1.3 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.
- 1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.
- 1.5 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.
- 1.6 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.

2. 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.

3. GUARANTEE

The vendor may require all directors of the purchaser to guarantee the purchaser’s performance of this contract if the purchaser is a proprietary limited company.

4. NOMINEE

The purchaser may no later than 14 days before the due date for settlement nominate a substitute or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchaser’s obligations under this contract.

Title

5. ENCUMBRANCES

- 5.1 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, exceptions and conditions in the crown grant; and
 - (c) any lease or tenancy referred to in the particulars of sale.
- 5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

6 VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year of September 2025.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 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.
- 6.4 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 directly and currently 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.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 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.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

- 7.1 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.
- 7.2 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.

8. SERVICES

- 8.1 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.
- 8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

9. CONSENTS

The vendor must obtain any necessary consent or licence required for the vendor to sell the property. 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.

10. TRANSFER & DUTY

- 10.1 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.
- 10.2 The vendor must promptly initiate the Duties on Line 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 practicable.

11. RELEASE OF SECURITY INTEREST

- 11.1 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.
- 11.2 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 11.4, 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.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 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.
- 11.5 Subject to general condition 11.6, 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.
- 11.6 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 11.5 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.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(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.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 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.
- 11.11 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.
- 11.12 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 11.11.
- 11.13 If settlement is delayed under general condition 11.12 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.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 1.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

The vendor will provide any current domestic building insurance required pursuant to section 43B of the Domestic Building Contracts Act 1995 (Vic), in the vendor's possession relating to the property, if requested in writing to do so at least 14 days before settlement.

13. GENERAL LAW LAND

- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 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.

- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 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.
- 13.6 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.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.
-

Money

14. DEPOSIT

- 14.1 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.
- 14.2 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.
- 14.3 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.
- 14.4 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.5 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.
- 14.6 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and

- (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.7 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.8 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.9 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.10 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
 - (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
 - (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:

- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

- 17.1 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.
- 17.2 Where settlement is not conducted electronically, settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise
- 17.3 Where settlement is conducted electronically in accordance with the Electronic Conveyancing National Law, settlement must occur during the time available for settlement in the operating time of the settling ELNO.
- 17.4 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

- 18.1 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 general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must -
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

- 18.4 The vendor must open the electronic workspace (“workspace”) as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 “the transaction” means this sale and purchase and any associated transaction involving any of the same subscribers.

To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:

- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser’s incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

18.7 The parties must do everything reasonably necessary to effect settlement:

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

18.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes (“keys”) to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser’s nominee on notification of settlement by the vendor, the vendor’s subscriber or the electronic lodgement network operator;
- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor’s subscriber or, if there is no vendor’s subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor’s address set out in the contract, and

give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser’s nominee on notification by the electronic lodgement network operator of settlement.

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 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:

- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable 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
 - (c) 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
 - (d) 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.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 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.
- 19.5 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.
- 19.6 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.
- 19.7 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.

20. LOAN

- 20.1 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.
- 20.2 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, together with written evidence of rejection or non-approval of the loan, 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.
- 20.3 All money must be immediately refunded to the purchaser if the contract is ended.

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from –

- (i) a registered building surveyor;
- (ii) a registered building inspector;
- (iii) a registered domestic builder; or
- (iv) an architect,

which is –

- (v) prepared in compliance with Australian Standard AS 4349.1-2007;
- (vi) identifies a current defect in a structure on the land; and

the author states is a major defect.

- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser -
- (a) obtains a written report from a pest inspector which is prepared in accordance with the relevant Australian Standard approved on behalf of the Council of Standards Australia and which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

- 23.1 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.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the basis that 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
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23 if requested by the vendor.
- 23.4 For the purposes of general condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the Sale of Land Act 1962 (Vic) applies.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 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.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 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.
- 24.9 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.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic lodgement network.

However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:

- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

25.10 A party must provide the other party with such information as the other party requires to:

- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

25.11 The vendor warrants that:

- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
- (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.

25.12 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 to the extent that:

- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
- (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

- 26.1 Time is of the essence of this contract.
- 26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.
- 26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.
- 26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
- (a) personally, or
 - (b) by pre-paid post, or
 - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.
- 27.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

- 28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.
- 28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.
- 28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.
- 28.4 General condition 28 does not apply to any amounts to which section 10G or 10H of the *Sale of Land Act 1962* (Vic) applies.

29. 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.

30. TERMS CONTRACT

- 30.1 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.

30.2 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.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

31.2 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.

31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.

32. 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

33. INTEREST

Interest at the rate for the time being fixed by section 2 of the Penalty Interest Rates Act 1983 (Vic) is payable at settlement on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

34. DEFAULT NOTICE

- 34.1 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.
- 34.2 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.

35. DEFAULT NOT REMEDIED

- 35.1 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.
- 35.2 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.
- 35.3 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.
- 35.4 If the contract ends by a default notice given by the vendor or acceptance by the vendor of a repudiation by the purchaser –
- (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.
- 35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.
-

Guarantee and Indemnity

To: Peter John Stow and Karen Dorothy Stow

1. Guarantor's acknowledgement

The Guarantor acknowledges that:

- (a) the Guarantor gives this Guarantee in consideration of the Vendor entering into the Contract with the Purchaser at the Guarantor's request;
- (b) if the Guarantor executes this Guarantee after the Vendor, the Guarantor gives this Guarantee for valuable consideration provided by the Vendor; and
- (c) before the Guarantor executed this Guarantee, the Guarantor read and understood the Contract and this Guarantee.

2. Meaning of the words

The meanings of the terms used in this document are set out below:

"Contract" means the attached contract of sale between the Vendor and the Purchaser, and any other agreement between the Vendor and the Purchaser concerning the property sold under the Contract;

"Guarantee" means this deed of guarantee and indemnity;

"Guaranteed Money" means the whole of the price, interest and other money payable under the Contract;

"Guarantor" means the Guarantor named in the Schedule;

"Guarantor's Obligations" means the obligations of the Guarantor under this Guarantee; **"Purchaser"** means the person named as the purchaser in the Contract;

"Purchaser's Obligations" means the obligations of the Purchaser to:

- (a) pay the Guaranteed Money; and
- (b) comply with all the Purchaser's other obligations to the Vendor under the Contract; **"Vendor"** means the person named as the vendor in the Contract.

3. Guarantee

- (a) The Guarantor guarantees to the Vendor:
 - (i) payment of the Guaranteed Money when it is due;
 - (ii) compliance with all the Purchaser's Obligations;
 - (iii) that the Guarantor will discharge any liability which the Purchaser has to the Vendor if the Vendor ends the Contract because of the Purchaser's default; and
 - (iv) if the Purchaser fails to pay any of the Guaranteed Money on time, the Guarantor will pay that money to the Vendor on demand.
- (b) If the Purchaser fails to comply with any of the Guaranteed Obligations, the Guarantor:
 - (i) indemnifies the Vendor against any loss, damage, costs or expenses the Vendor incurs as a result; and
 - (ii) will pay an amount equal to the loss, damage, costs or expenses to the Vendor on demand.

4. Indemnity

- (a) The Guarantor indemnifies the Vendor against any loss, damage, costs or expenses the Vendor incurs because:
 - (i) the Purchaser's Obligations are wholly or partly unenforceable against the Purchaser for any reason including, but not limited to, the Purchaser lacking capacity or power to enter into the Contract, dying or becoming insolvent, or being affected by any other legal limitation, disability or incapacity;
 - (ii) the Purchaser claims a refund of any of the Guaranteed Money because of anything under clause 4(a)(i);
 - (iii) a payment to the Vendor under the Contract is held to be a preference, is set aside by a court, or is not effective because of the operation of a law;
 - (iv) the Purchaser's liability to pay any of the Guaranteed Money when due or to comply with any of the Purchaser's Obligations is released or deferred under a scheme of arrangement between the Purchaser and the Purchaser's creditors or in any other way; or

- (v) anything else occurs that would prevent the Vendor from recovering the Guaranteed Money under the guarantee in clause 3.
- (b) The Guarantor will pay to the Vendor on demand an amount equal to any loss, damage, costs or expenses for which the Guarantor indemnifies the Vendor under this clause 4.
- (c) The Guarantor's Obligations under the indemnity in this clause 4 are separate and independent from the Guarantor's Obligations under the guarantee in clause 3.

5. Guarantee is continuing and irrevocable

This Guarantee is a continuing security and is irrevocable until discharged according to its terms.

6. Principal obligations

- (a) The Guarantor's Obligations are principal obligations.
- (b) The Vendor need not, before enforcing the Guarantor's Obligations:
 - (i) make a demand on the Purchaser;
 - (ii) exercise any rights the Vendor has against the Purchaser; or
 - (iii) enforce any security the Vendor holds for performance of the Purchaser's Obligations.

7. Guarantor's obligations are unconditional

The Guarantor's Obligations are unconditional and will not be prejudiced or affected in any way if:

- (a) the Vendor, whether with or without the Guarantor's consent or knowledge:
 - (i) gives the Purchaser extra time to pay any of the Guaranteed Money or to perform any of the Purchaser's Obligations;
 - (ii) grants the Purchaser any other indulgence;
 - (iii) makes a revision agreement, composition, compromise or arrangement with the Purchaser or any other person; or
 - (iv) waives an obligation of the Purchaser or another Guarantor;
- (b) the Purchaser or another Guarantor dies or becomes insolvent;
- (c) there is a variation of the Contract or any contract substituted for it;
- (d) the Purchaser nominates a substitute or additional purchaser under the Contract;
- (e) the Vendor receives a payment which the Vendor does not have a legal right to retain;
- (f) now or in the future the Vendor holds any negotiable or other security from any person for payment of the Guaranteed Money or performance of the Purchaser's Obligations; or
- (g) the Vendor releases, exchanges, renews, modifies, varies or deals in any other way with any judgment, negotiable or other specialty instrument, or any other security the Vendor recovers, holds or may enforce for payment of the Guaranteed Money or performance of the Purchaser's Obligations, or makes an agreement at any time concerning any of these matters.

8. Guarantor waives rights as surety

The Guarantor waives all rights the Guarantor may have under the law (including surety law) that may:

- (a) give the Guarantor the right to be fully or partly released or discharged from the Guarantor's Obligations; or
- (b) restrict or prevent the Vendor from enforcing the Vendor's rights under this Guarantee.

9. Vendor's rights against Purchaser are not affected

The Vendor's acceptance of this Guarantee does not prevent the Vendor from exercising the Vendor's rights in respect of any continuing, recurring or future default by the Purchaser.

10. If Purchaser enters a composition or arrangement

- (a) The Guarantor must not prove in competition with the Vendor for any money the Purchaser owes the Guarantor if:
 - (i) the Purchaser enters into a composition or arrangement with the Purchaser's creditors;
 - (ii) the Purchaser is an individual and is bankrupt; or
 - (iii) the Purchaser is a body corporate and an order is made or resolution passed for its winding up, an administrator is appointed to it under the *Corporations Act 2001*, or it is placed under any form of external management under that Act.
- (b) The Guarantor authorises the Vendor to:

- (i) prove for all money the Purchaser owes the Guarantor; and
- (ii) retain and carry to a suspense account and, at the Vendor's discretion, to appropriate, amounts received in this way until the Vendor has received 100 cents in the dollar for the money the Purchaser owes the Vendor.

11. Guarantor to pay Vendor's costs and stamp duty

The Guarantor will pay on demand:

- (a) the Vendor's costs (including legal costs on a solicitor and own client basis) of and incidental to preparing, executing, stamping and enforcing this Guarantee; and
- (b) any stamp duty payable on this Guarantee.

12. Notices

A notice or demand by the Vendor under this Guarantee may be given or made in the same way as a notice or demand under the Contract.

13. Persons who sign this Guarantee are bound

Each person who signs this Guarantee as Guarantor is bound by it, even if another person named as a Guarantor:

- (a) does not sign it;
- (b) is not or ceases to be bound by it; or
- (c) has no power to sign it.

14. Assignment

- (a) The Vendor may assign all or some of the Vendor's rights under the Contract or this Guarantee, or both, without the Guarantor's consent.
- (b) If the Vendor assigns any of its rights, the Guarantor will execute any document which, in the Vendor's opinion (reasonably held) is necessary to complete the assignment.

15. Interpreting this Guarantee

In this Guarantee:

- (a) unless the context requires a different interpretation:
 - (i) the singular includes the plural and the plural includes the singular;
 - (ii) a promise or agreement by two or more persons binds each of them individually and all of them together;
 - (iii) reference to a person includes a body corporate;
 - (iv) reference to a party to this Guarantee or the Contract includes that party's executors, administrators, successors and permitted assigns; and

headings are only for convenience and do not affect interpretation.



VENDOR STATEMENT (SECTION 32)

671-719 Banks Road
MARCUS HILL VIC 3222

Surfside
CONVEYANCING PTY LTD

RESIDENTIAL • COMMERCIAL • TRANSFERS • SUBDIVISIONS

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: \$7,500.00

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

\$0.00	To	
--------	----	--

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

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

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

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

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

- (a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered):
- Is in the attached copies of title document/s
- (b) Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:
- To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easements, covenants 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 within the meaning of section 192A of the *Building Act* 1993 if the square box is marked with an 'X'

3.4 Planning Scheme

- Attached is a certificate with the required specified information.

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:

Scaada Limited Site Soil Assessment

4.3 Compulsory Acquisition

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

NIL

5. BUILDING PERMITS

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

- Are contained in the attached certificate

6. OWNERS CORPORATION

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

Not Applicable

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)

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

Not Applicable

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

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

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

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

NIL

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

NIL

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

NIL

10.3 Further Plan of Subdivision

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

Not Applicable

11. DUE DILIGENCE CHECKLIST

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

Is attached

12. ATTACHMENTS

(Any certificates, documents and other attachments may be annexed to this section 12)

(Additional information may be added to this section 12 where there is insufficient space in any of the earlier sections)

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



Section 32 Statement attachments follow

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	671-719 BANKS ROAD, MARCUS HILL VIC 3222
-------------	--

Vendor's name	Peter John Stow	Date	22/9/2025
Vendor's signature	<p>Signed by:  F709841CD8194E2...</p>		
Vendor's name	Karen Dorothy Stow	Date	22/9/2025
Vendor's signature	<p>Signed by:  B15AB15A3E4D4AD</p>		

Purchaser's name		Date	/ /
Purchaser's signature	<hr/>		
Purchaser's name		Date	/ /
Purchaser's signature	<hr/>		



Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.

Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.

Do you understand your obligations to manage weeds and pest animals?

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

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

VOLUME 08722 FOLIO 694

Security no : 124128282218K
Produced 22/09/2025 09:17 AM

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 080659.
PARENT TITLE Volume 07404 Folio 625
Created by instrument LP080659 31/05/1968

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
PETER JOHN STOW
KAREN DOROTHY STOW both of 105 THACKER ST OCEAN GROVE 3226
V978073K 07/04/1999

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AY832416W 30/01/2025
MACQUARIE BANK LTD

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 or imaged folio set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE LP080659 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: 671-719 BANKS ROAD MARCUS HILL VIC 3222

ADMINISTRATIVE NOTICES

NIL

eCT Control 18440T MSA NATIONAL
Effective from 30/01/2025

DOCUMENT END

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LP80659
EDITION 1
APPROVED 8/5/68

PLAN OF SUBDIVISION

PART OF CROWN ALLOTMENTS 4 & 5

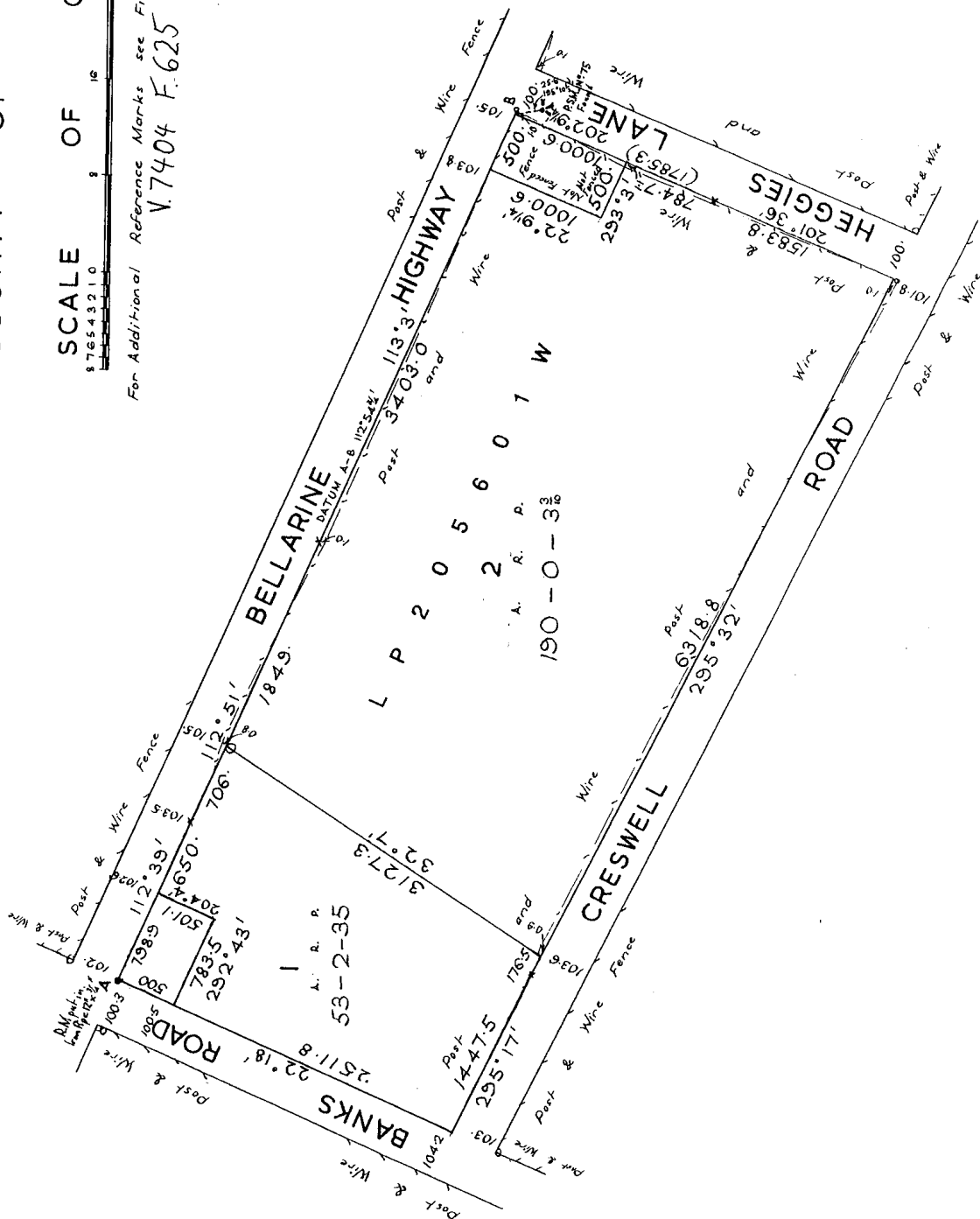
PARISH OF PAYWIT

COUNTY OF GRANT

SCALE OF CHAINS
8 16 24 32
876543210

For Additional Reference Marks see Field Notes.

V.7404 F.625



80659
K.M.
3474

2025-26 RATES, VALUATION AND CHARGES NOTICE

ABN 18 374 210 672

All items are GST free.

K D Stow and P J Stow
671-719 Banks Road
MARCUS HILL VIC 3222

RATE NO.	47877	
PROPERTY	671-719 Banks Road, MARCUS HILL VIC 3222 217216m2 Lot 1 LP 80659	
AVPCC	117 – Residential Rural / Lifestyle (0.4 to 100 Ha)	
VALUATIONS	Site: Land only	\$1,700,000
	Capital improved: Land + building + improvements	\$2,350,000
	Net annual	\$117,500
RATES AND CHARGES	Residential Rate 0.00210278 x \$2,350,000	\$4,941.50
	*Waste Management Charge \$509.55 x 1	\$509.55
	Sub Total	\$5,451.05
STATE GOVERNMENT EMERGENCY SERVICES AND VOLUNTEERS FUND	Classification: <i>Residential</i>	
	Residential Variable 0.000173 x \$2,350,000	\$406.55
	Residential Fixed	\$136.00
	Sub Total	\$542.55
	Total Due	\$5,993.60

**ONE
PAYMENT
IN FULL**

\$5,993.60

Due by
15 February 2026

or pay by instalment

To become an instalment payer you must pay your first instalment in full by 30 September 2025, otherwise your balance will be due on 15 February 2026.

**FIRST
INSTALMENT**

\$1,498.55

Due by
30 September 2025

**SECOND
INSTALMENT**

\$1,498.35

Due by 30 November 2025

**THIRD
INSTALMENT**

\$1,498.35

Due by 28 February 2026

**FOURTH
INSTALMENT**

\$1,498.35

Due by 31 May 2026

Rating Period	1 July 2025 to 30 June 2026
Declared	1 July 2025
Valuation Level	1 January 2025
Operative	1 July 2025
Issue Date	08 August 2025

PAYMENT METHODS

ONLINE OR BY PHONE



Online: www.geelongaustralia.com.au/rates
Phone: **1300 858 058** Ref: **4 7877**

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

BPAY



Billers Code: **17475**
Ref: **1000 0047 8776**

Payment via internet or phone banking, from your cheque or savings account, Visa or 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 the 04 August 2025 may not appear on this notice.

*The Waste Collection Charge includes an Environmental Protection Agency (EPA) levy estimated at \$103.03.

Full payment

5,993.60



*877 478776

Or First instalment

\$1,498.55



*877 478776

Council Use



ABOUT YOUR RATES, VALUATION AND CHARGES NOTICE

P: 03 5272 5272

E: revenue@geelongcity.vic.gov.au

www.geelongaustralia.com.au

Wadawurrung Country

Wurriki Nyal

137-149 Mercer Street, Geelong

FINANCIAL SUPPORT

Find up-to-date resources and answers to common questions at www.geelongaustralia.com.au

WHAT IF I MISS OR UNDERPAY THE FIRST INSTALMENT?

To become an instalment payer you must pay your first instalment in full by 30 September 2025, otherwise your balance will be due on 15 February 2026.

WHAT HAPPENS IF MY PAYMENTS ARE LATE?

Penalty interest at 10 per cent as set by the Victorian Government, is charged on all overdue amounts.

If we have to take action to recover any overdue amount, you may be required to pay recovery and legal costs.

HOW ARE PAYMENTS ALLOCATED?

We allocate the money you pay in the following order:

- legal and debt recovery costs, if any
- overdue and interest, if any
- your current rates, charges and ESVF levy.

WHAT ASSISTANCE IS AVAILABLE?

1. **Rates deferral*** – if you're experiencing financial hardship.
2. **Personalised payment plans** – also for financial hardship.
3. **Rates waiver*** – for low income households experiencing a valuation increase over 50 per cent, without property improvements.
4. **Pensioner rebate*** – excludes Health Care Card holders.

For more information search for 'rates arrangements' on our website.

* Sections 27 and 28 of the *Emergency Services and Volunteers Fund Act 2025* also allow qualifying ratepayers to use these assistance measures.

WHAT IF I DISAGREE WITH SOMETHING ON MY RATES NOTICE?

Please contact us, so we can review your situation and try to find a solution. If your issue can't be resolved, the table below explains your rights of appeal.

If you choose to appeal, you must still pay your rates by the due date. If your appeal is successful, we will credit your account or refund, if requested.

What you can appeal	By when	Legislation	How to lodge
Differential rate applied to your property	Within 60 days of the date of issue of the initial rates notice.	<i>Local Government Act 1989</i> – Section 183	Search for 'differential rating' at www.vcat.vic.gov.au
The property valuation / AVPCC	Within two months** of the date of issue of the initial rates notice	<i>Valuation of Land Act 1960</i> – Sections 16,17,18	Search for 'valuation objection' on our website, or contact us.
Any other rate or charge	Within 60 days of the date of issue of the initial rates notice.	<i>Local Government Act 1989</i> – Section 184	Must be lodged in the County Court – seek legal advice.

**Within four months if a notice has not been supplied to the occupier of the land.

HOW MUCH HAVE MY RATES INCREASED THIS YEAR?

This year, our overall rate increase is 2.5 per cent which is below the Victorian Government's rate cap of 3 per cent.

The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

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

KEY TERMS TO HELP YOU UNDERSTAND YOUR RATES

Differential rate – the 'rate in the dollar' charged on properties will vary, depending on the land use category applied (for example, residential or commercial). Search for 'rating strategy' on our website or contact us.

Valuation – your property has 3 values, site value (SV)*, capital improved value (CIV) and net annual value (NAV). CIV (includes SV)* is used to calculate your rates. Search for 'property valuation' on our website for more information.

Australian Valuation Property Classification Code (AVPCC) - is a classification that assigns a code to land based on its existing use.

Change of mailing address - It is your responsibility to notify the City of any change of address so there is no delay in receiving your notice and to avoid penalties.

Used by the State Government to calculate land tax. Visit www.sro.vic.gov.au for more information.

The differential applicable to this property is shown on the front of this notice.

Differential Rating Table:

Differential	Rates in \$	Total
Residential Land	0.00210278	\$4941.5
Commercial / Industrial Land	0.00372769	\$8760.05
Vacant Land	0.00284213	\$6679
Farm Land	0.00101198	\$2378.15
Mixed Use Land	0.00310451	\$7295.55

LISTED OWNERS:

KD Stow

PJ Stow

PRIVACY STATEMENT

We will comply with the Information Privacy and Health Privacy Principles as set out in the *Privacy and Data Protection Act 2014*. For more information, search for 'privacy' on our website.

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1180638

APPLICANT'S NAME & ADDRESS

SURFSIDE CONVEYANCING PTY LTD, CARE OF
LANDCHECKER C/- LANDATA

DOCKLANDS

VENDOR

STOW, PETER

PURCHASER

NA, NA

REFERENCE

14065

This certificate is issued for:

LOT 1 PLAN LP80659 ALSO KNOWN AS 671 - 719 BANKS ROAD MARCUS HILL
GREATER GEELONG CITY

The land is covered by the:

GREATER GEELONG PLANNING SCHEME

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

The land:

- is included in a FARMING ZONE
- is within a SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 11
- and a VEGETATION PROTECTION OVERLAY - SCHEDULE 1
- and abuts a TRANSPORT ZONE 2 - PRINCIPAL ROAD NETWORK

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

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

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

22 September 2025

Sonya Kilkenny
Minister for Planning

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

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

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

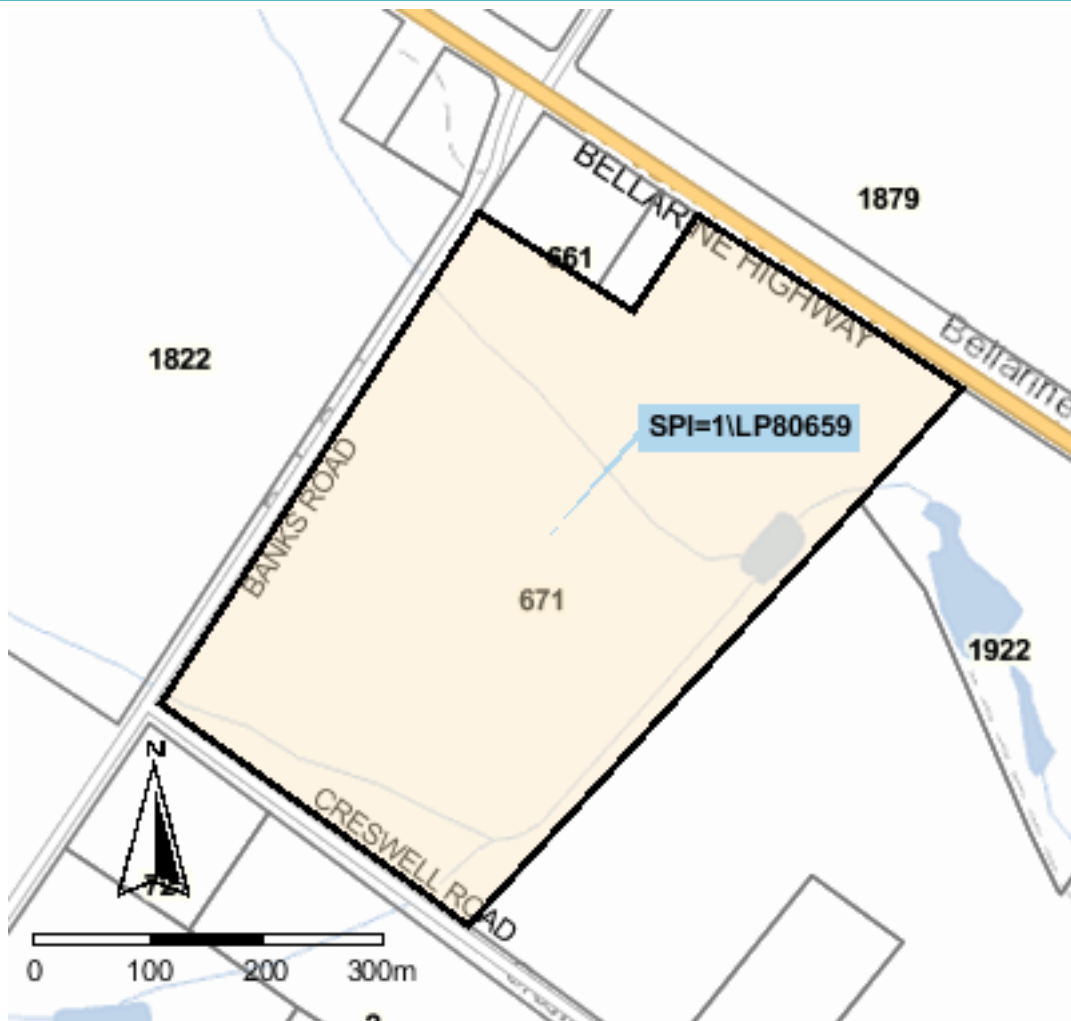
LANDATA@
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

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

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

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

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



Copyright © State Government of Victoria. Service provided by maps.land.vic.gov.a

Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.

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

Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.

From www.planning.vic.gov.au at 22 September 2025 09:18 AM

PROPERTY DETAILS

Address: **671-719 BANKS ROAD MARCUS HILL 3222**
 Lot and Plan Number: **Lot 1 LP80659**
 Standard Parcel Identifier (SPI): **1\LP80659**
 Local Government Area (Council): **GREATER GEELONG**
 Council Property Number: **245470**
 Planning Scheme: **Greater Geelong**
 Directory Reference: **Melway 484 K5**

www.geelongaustralia.com.au

[Planning Scheme - Greater Geelong](#)

UTILITIES

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

STATE ELECTORATES

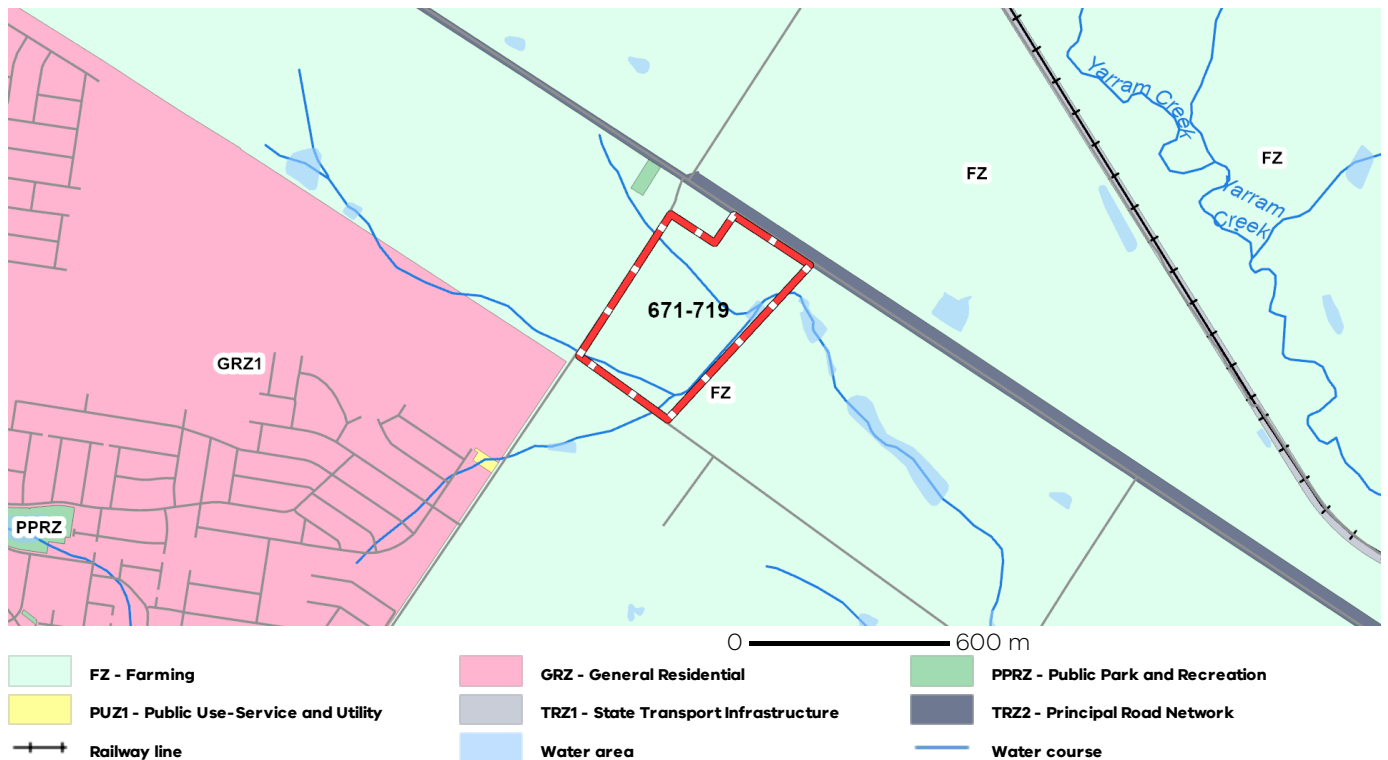
Legislative Council: **WESTERN VICTORIA**
 Legislative Assembly: **BELLARINE**
 Registered Aboriginal Party: **Wadawurrung Traditional Owners Aboriginal Corporation**
 Fire Authority: **Country Fire Authority**

[View location in VicPlan](#)

Planning Zones

[FARMING ZONE \(FZ\)](#)

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

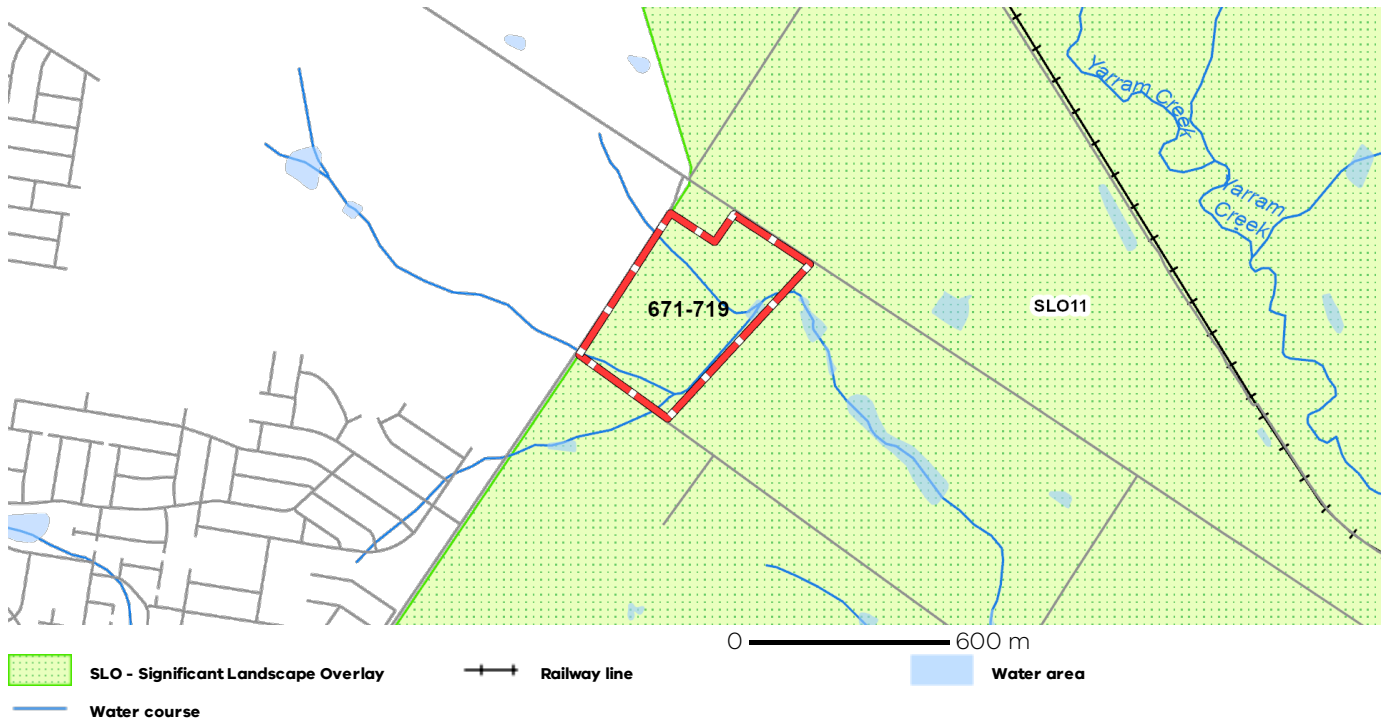


Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

Planning Overlays

SIGNIFICANT LANDSCAPE OVERLAY (SLO)

SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 11 (SLO11)



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

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

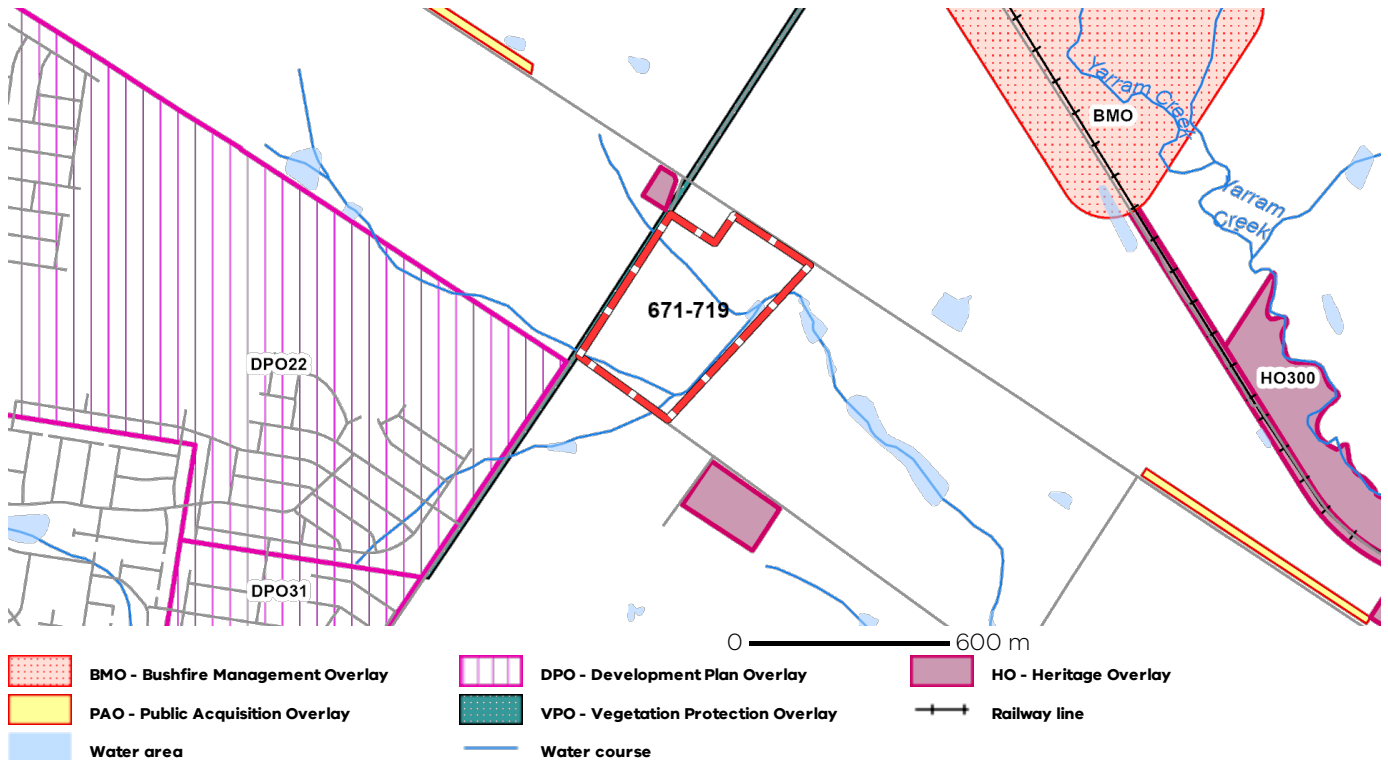
[BUSHFIRE MANAGEMENT OVERLAY \(BMO\)](#)

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

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

[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 12 September 2025.

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

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

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

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

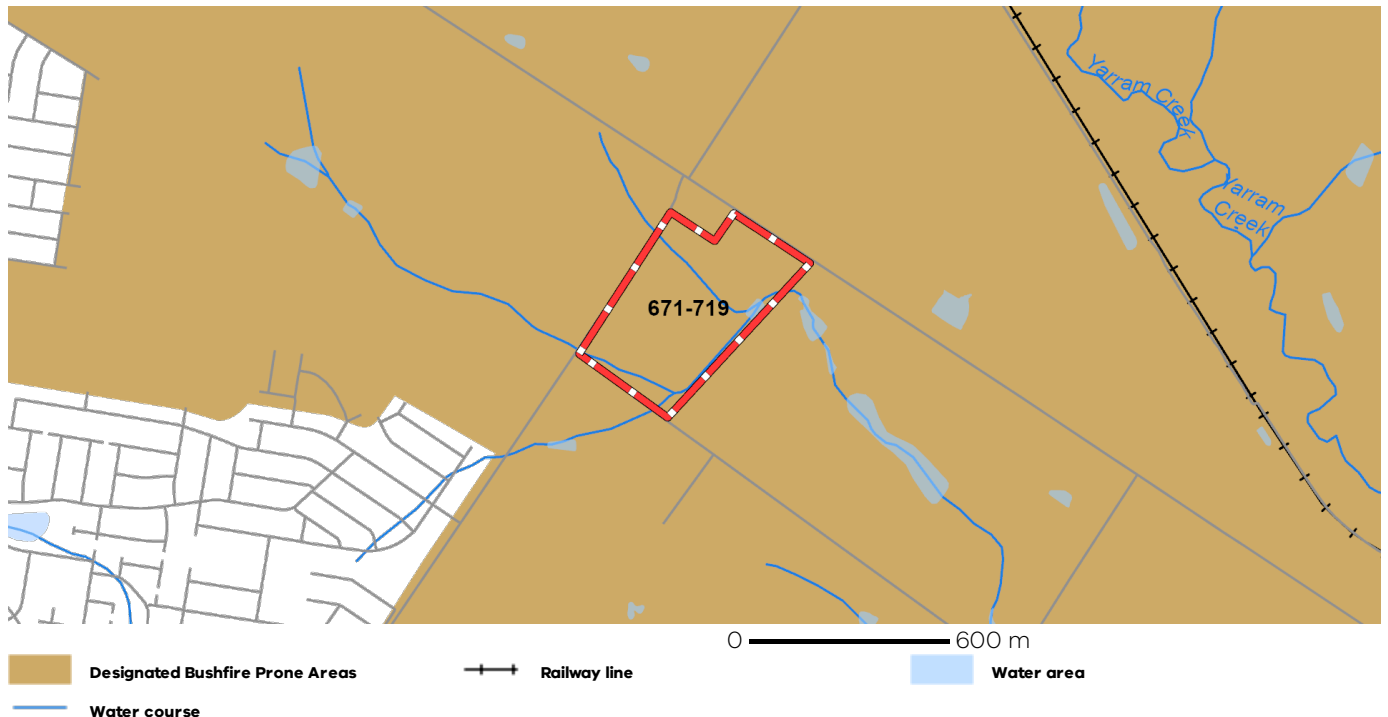
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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

Extract of EPA Priority Site Register

Page 1 of 2

PROPERTY INQUIRY DETAILS:

STREET ADDRESS: 671-719 BANKS ROAD

SUBURB: MARCUS HILL

MUNICIPALITY: GREATER GEELONG

MAP REFERENCES: Melways 40th Edition, Street Directory, Map 484 Reference K7
Melways 40th Edition, Street Directory, Map 484 Reference J7
Melways 40th Edition, Street Directory, Map 484 Reference K6
Melways 40th Edition, Street Directory, Map 484 Reference J6
Melways 40th Edition, Street Directory, Map 484 Reference K5
Melways 40th Edition, Street Directory, Map 485 Reference A6
Melways 40th Edition, Street Directory, Map 485 Reference A5

DATE OF SEARCH: 22nd September 2025

ACKNOWLEDGMENT AND IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER AND THIS EXTRACT:

A search of the Priority Sites Register for the above map reference(Melways), corresponding to the street address provided above, has indicated there is no Priority Site within the same map reference based on the most recent file provided to LANDATA by the Environment Protection Authority, Victoria (EPA).

The Priority Sites Register is not an exhaustive or comprehensive list of contaminated sites in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register. Persons intending to enter into property transactions should be aware that EPA may not have information regarding all contaminated sites. While EPA has published information regarding potentially contaminating land uses, local councils and other relevant planning authorities may hold additional records or data concerning historical land uses. It is recommended that these sources of information should also be consulted in addition to this Extract.

Prospective buyers or parties to property transactions should undertake their own independent investigations and due diligence. This Extract should not be relied upon as the sole source of information regarding site contamination.

To the maximum extent permitted by law:

- Neither LANDATA, SERV nor EPA warrants the accuracy or completeness of the information in this Extract. Any person using or relying upon such information does so on the basis that LANDATA, SERV and EPA assume no liability whatsoever for any errors, faults, defects or omissions in the information in this Extract. Users are advised to undertake independent due diligence and seek professional advice before relying on this information
- Users of this Extract accept all risks and responsibilities for losses, damages, costs or other consequences resulting directly or indirectly from reliance on the information in this Extract or any related information; and
- LANDATA, SERV and EPA expressly disclaim all liability to any person for any claims arising from the use of this Extract or information therein. In circumstances where liability cannot be excluded, the total liability of LANDATA, SERV and EPA is limited to the payment made by you for the supply by LANDATA of this Extract.

For sites listed on the Priority Sites Register, copies of the relevant Notices,

[Extract of Priority Sites Register] # 78174219 - 78174219093007
'366840'

Extract of EPA Priority Site Register

including reasons for issuance and associated management requirements, is available on request from EPA through the contact centre via 1300 EPA VIC (1300 372 842). For more information relating to the Priority Sites Register, refer to the EPA website at: <https://www.epa.vic.gov.au/for-community/environmental-information/land-groundwater-pollution/priority-sites-register>

Tax Invoice/Statement



PJ & KD STOW
671 BANKS ROAD
MARCUS HILL, VIC 3222

Account number
60555922 16145789

Payment due
08 September 2025

Total amount due
\$ 76.06

Your account summary

Service Address: CNR CRESWELL RD 671-719 BANKS RD MARCUS HILL 3222

Previous balance	\$155.55	DR
Payments/adjustments	\$155.55	CR
Your balance	\$0.00	
New charges	\$76.06	DR
Total	\$76.06	DR

Your average daily use in litres per day

Aug 25	168
May 25	583
Feb 25	602
Nov 24	318
Aug 24	245

2025-2026 Pricing Schedule

Our prices are changing from 1 July 2025.

The average bill will increase by \$1.04 per month for residential owner-occupiers and \$1.23 per month for renters.

Full fees and charges are available at www.barwonwater.vic.gov.au or via 1300 656 007.

If you have a Centrelink Pension or Health Care Card, or Department of Veterans Affairs Gold Card, you may be eligible for a discount. Contact us for details.

Geelong's water storages are at a six-year low.

There are simple things you can do to save water.

Keep your showers short – Aim for 4 minutes

30% of water use happens in the shower.

Check for leaks

10% of our region's water is lost in leaks. Take a photo of your water meter reading before you go to bed, then check your water meter again in the morning. If your meter has gone up while no-one was using water, you've got a leak!

Mulch your garden

Reduce water evaporation by up to 70%! 50% of household water use happens outdoors.

Permanent water saving rules are in place. Visit the Barwon Water website for details.



Installation Type: Residential Farms (with house)

MARKET GARDEN

Bill Details as at 07 AUG 2025		Value	GST	Price
WATER SERVICE CHARGE	1 JUL 2025 to 30 SEP 2025	37.12	0.00	37.12
WATER VOLUME	9.937 kL at \$2.4246			
	6.063 kL at \$2.4496	38.94	0.00	38.94
Total		\$ 76.06	\$ 0.00	\$ 76.06
Balance brought forward				0.00
	Please pay			\$ 76.06

Reading Details

Meter No.	Current Read Date	Current Reading (kL)	Previous Read Date	Previous Reading (kL)	Consumption (kL)
1931944	05AUG25	00709	02MAY25	00693	16



Need help paying your bill?

Contact us to set up a payment plan and talk about grants, rebates and concessions.



Residential Tenants and Landlords

Tenants with separate meters pay water volume charges only.



Moving house?

Please let us know at least 2 days before you move in or out so we can arrange a meter reading and update your details.



Communication assistance

Hearing or speech impaired? Contact us via the National Relay Service on 13 36 77. We provide a free interpreter service. Contact the Translation and Interpreter Service on 13 14 50.



Servizio Interpreti
Dolmetschdienst

Služba za usluge tumačenja
Служба за преведување

Услуге тумача
传译服务

Contact Us

1300 656 007

Email info@barwonwater.vic.gov.au

General enquiries, billing and payment options

Mon - Fri, 9.00am - 5.00pm

Emergencies and faults

24 hours, 7 days

Payment Options



Direct Debit

To arrange a direct debit, please call or visit our website.



Billers Code: 585224

Ref: 6055 5922 1614 5789 8

Contact your financial institution to pay from your cheque, savings or credit account.



Centrelink

Centrelink recipients can arrange automatic payments through Centrepay. Contact us for details.



By Cheque

Post the payment slip with your cheque payable to Barwon Water to: PO Box 14206, Melbourne City MC VIC 8001. Please do not use staples or pins.



Billpay Code: 0803

Ref: 6055 5922 1614 5789 8

- In person at any post office
- Online at www.postbillpay.com.au
- Call 13 18 16 for credit card payments

Account number

60555922 16145789

Payment due

08 September 2025

Total amount due

\$ 76.06

POST billpay®



*803 60555922161457898 \$76.06 7

+0000060555922> +002579+ <0161457898>

<0000007606> +444+

Statement No 7119923643

Statement No 7119923643



Support and payment assistance



**Are you having difficulty paying your water bill?
We offer a range of payment and support options.**

Payment plans

We offer a range of flexible and tailored solutions to help you pay your water bill, whatever your circumstances.

One-off payment extensions: for when life throws up unexpected challenges.

Bill smoothing: split your bill and pay in regular instalments: weekly, monthly or fortnightly. Pay in person or direct debit from your bank account.

Centrepay: if you receive a Centrelink benefit, you can pay your utility bills automatically.

Support programs

We understand that any of us can sometimes face financial challenges. We provide a range of customer support programs and can tailor an option to suit your needs. There is no cost to access these services.

'Arrange and save': if you have an overdue bill, this program can help get you back on track. As a bonus, if you make five instalment payments

– on time and in full, we'll cover the sixth as an incentive.

Utility relief grant: this is a Victorian Government program to help pay an overdue electricity, gas or water bill due to temporary financial crisis. If you are eligible, you may receive up to \$650 towards your utilities bills, available every two years.

High water bill due to undetectable leak?

Received an unusually high water bill? If it's because of a leak that you could not have known about, you may be eligible for a one-off allowance to help cover the extra cost.

Medical conditions and life support machines

If you have a medical condition that requires high water consumption (e.g. for bathing or laundering) you could be eligible for a rebate. If you use a haemodialysis machine and have a concession card, you're eligible for a government rebate plus a further 50% discount on remaining water volume charges.

Support for customers experiencing family violence

Our staff are trained in identifying and responding to the complex issues associated with family violence.

This includes the utmost respect for your privacy and confidentiality, and access to specialised support networks.

Connections with counsellors

A number of local organisations provide free financial counselling services. We can connect you to them for additional support and advice.

Similarly, if you're referred to us by one of these organisations, we'll work together to access the support you're eligible for.

Bill appear higher than usual?

If you're using more water than usual, the extra litres over a few months can easily add up to some extra dollars on your bill.

For ways to save water around the home, visit www.barwonwater.vic.gov.au/saving-water

Business customers

We offer a range of flexible and tailored solutions to help you pay your business water bill.

We can also provide advice on how your business can be more water efficient or manage a leak – all of which can help reduce your bills in the future.

Get in touch - we're here to help

If you're having trouble paying your bill, or simply want to learn more about our options for customers in financial hardship, get in touch - we're here to help.

We will put you in touch with a specialist who will help you with your enquiry promptly, sensitively and confidentially.

Our friendly, Geelong-based customer contact centre is available weekdays 8 am to 6 pm on **1300 656 007**.

For detailed information about concessions, support and payment assistance, including eligibility criteria, visit www.barwonwater.vic.gov.au/billhelp.



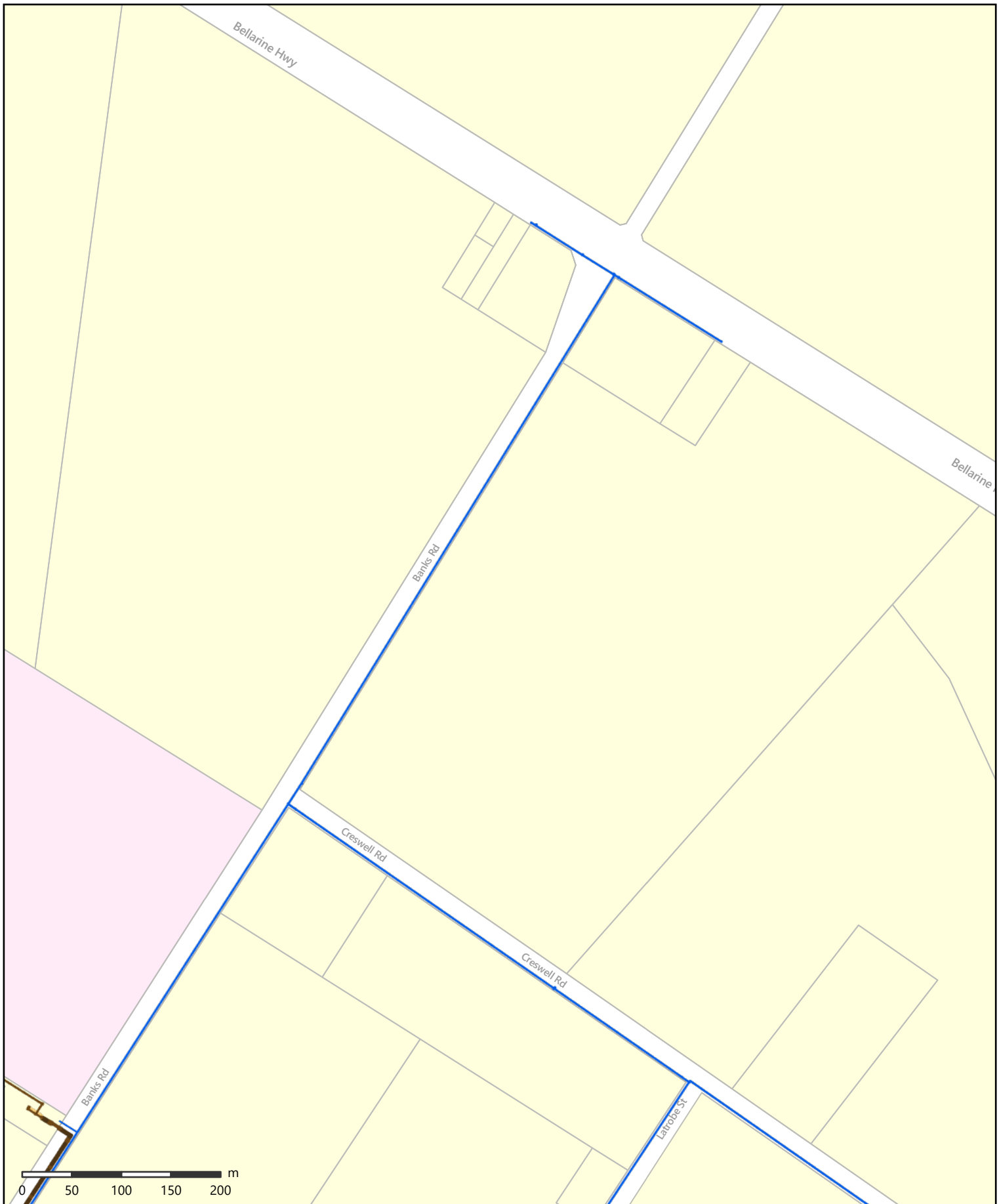
For further information

☎ 1300 656 007 | ✉ info@barwonwater.vic.gov.au

www.barwonwater.vic.gov.au

f t y i in





NW 286969E 5764813N m

GDA 1994 MGA Zone 55

SE 287969E 5763603N m



671-719 Banks Road, Marcus Hill



Scale: 1:5,000
Created: 22/09/2025

Legend

- Gravity Sewer
- Pressure Sewer
- Potable Water
- Recycled Water

Warnings - Indicates the presence of a Hazardous Zone
Follow OH&S Guidelines - Barwon Water OH&S Alert:

- Cracked AC Pipe
- Asbestos in Wrapping
- Benzene Detected
- LEL Detected
- Contaminated Ground
- VIVA High Pressure Pipeline

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.

Property Clearance Certificate

Land Tax



SURFSIDE CONVEYANCING PTY LTD, CARE OF
LANDCHECKER

Your Reference: LD:78174038-009-5.14065

Certificate No: 93335569

Issue Date: 22 SEP 2025

Enquiries: ESYSPROD

Land Address: 671 -719 BANKS ROAD MARCUS HILL VIC 3222

Land Id	Lot	Plan	Volume	Folio	Tax Payable
14957279	1	80659	8722	694	\$0.00

Vendor: KAREN STOW & PETER STOW

Purchaser: NA NA

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR PETER JOHN STOW	2025	\$1,700,000	\$0.00	\$0.00

Comments: Property is exempt: LTX primary production land.

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

Comments:

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

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$2,350,000
-------------------------------	-------------

SITE VALUE (SV):	\$1,700,000
------------------	-------------

CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$0.00
---	---------------

Notes to Certificate - Land Tax

Certificate No: 93335569

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$10,950.00

Taxable Value = \$1,700,000

Calculated as \$4,650 plus (\$1,700,000 - \$1,000,000) multiplied by 0.900 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$23,500.00

Taxable Value = \$2,350,000

Calculated as \$2,350,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Biller Code: 5249
Ref: 93335569

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: 93335569

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



SURFSIDE CONVEYANCING PTY LTD, CARE OF LANDCHECKER

Your Reference: LD:78174038-009-5.14065

Certificate No: 93335569

Issue Date: 22 SEP 2025

Enquires: ESYSPROD

Land Address: 671 -719 BANKS ROAD MARCUS HILL VIC 3222

Land Id	Lot	Plan	Volume	Folio	Tax Payable
14957279	1	80659	8722	694	\$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:	\$2,350,000
SITE VALUE:	\$1,700,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 93335569

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



SURFSIDE CONVEYANCING PTY LTD, CARE OF LANDCHECKER

Your Reference: LD:78174038-009-5.14065

Certificate No: 93335569

Issue Date: 22 SEP 2025

Land Address: 671 -719 BANKS ROAD MARCUS HILL VIC 3222

Lot	Plan	Volume	Folio
1	80659	8722	694

Vendor: KAREN STOW & PETER STOW

Purchaser: NA NA

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.

A handwritten signature in black ink, appearing to read 'Paul Broderick'.

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:

\$0.00

Notes to Certificate - Windfall Gains Tax

Certificate No: 93335569

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: 93335560</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: 93335560</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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Application Number: BLD20210866

FORM 2

Regulation 37(1)

Building Act 1993
Building Regulations 2018

BUILDING PERMIT

Building Permit No. 7781593730551 05 December 2021

Issued to

Agent of Owner **Torquay Pools Pty Ltd**
ACN / ARBN **631 920 244**
Postal Address **1 Reef Drive Torquay** Postcode **3228**
Email **info@torquaypools.com.au**
Address for serving or giving of documents: **1 Reef Drive Torquay** Postcode **3228**
Contact Person **Torquay Pools Pty Ltd** Telephone **0417 578 740**

Ownership Details (if person issued with permit is not the owner)

Owner **Peter & Karen Stow**
ACN / ARBN
Postal Address **671 Banks Road Marcus Hill** Postcode **3222**
Email **pjstow@53gmail.com**
Contact Person **Peter & Karen Stow** Telephone **0419 315 950**

Property Details [include title details as and if applicable]

Number **671-719** Street/Road **Banks Road** Suburb **Marcus Hill** Postcode **3222**
Lot/s **1** LP/PS **LP080659** Volume **08722** Folio **694**
Crown allotment Section No Parish **Paywit** County **Grant**
Municipal District **City of Greater Geelong**

Builder

Name **Torquay Pools Pty Ltd** Telephone **0417 578 740**
Address **1 Reef Drive Torquay 3228**
*ACN/*ARBN: **631 920 244**

*Building practitioner registration no: **CDB-U 65466**

This builder is specified under section 24B of the **Building Act 1993** for the building work to be carried out under this permit

Details of Building Practitioners and Architectsa) To be engaged in the building work³

Name	Category/class	Registration Number
Torquay Pools Pty Ltd	Domestic Builder - Unlimited	CDB-U 65466

(b) Who were engaged to prepare documents forming part of the application for this permit⁴

Name	Category/class	Registration Number
Andrew Cherubin	Civil Engineer	PE0003961

Details of Domestic Building Work Insurance⁵The issuer or provider of the required insurance policy is: **Berkshire Hathaway Speciality Insurance Company**Insurance policy number : **47-ZCA-005474-T9662**Insurance policy date : **14/11/2021****Details of Relevant Planning Permit**Planning Permit No: **N/A**Date of grant of Planning Permit: **N/A****Nature of Building Work**Description: **Swimming Pool & Safety Barrier**Storeys contains: **1**Rise in storeys: **n/a**Effective height: **n/a**Type of construction: **n/a**Version of BCA applicable to permit: **2019**Cost of Building Work: **\$63,200.00**Total floor area of new building work in m²:**Building classification**Part of Building: **Swimming Pool & Swimming Pool Child Safety Barrier**BCA Classification: **10b****Protection Work**

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

Inspection Requirements³

The mandatory inspection notification stages are:

1. Excavation & Reinforcement
2. Final

Occupation or Use of Building: A certificate of final inspection is required prior to the occupation or use of this building.**Commencement and Completion**

This building work must commence by 05 December 2022

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

This building work must be completed within 6 months of commencement

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

Conditions: This permit is subject to the following conditions

1. All works are to be in accordance with the Building Act 1993, Building Regulations 2018, Current BCA Volume 2 and relevant Australian Standards.
2. It is recommended that prior to any site excavation works commencing, an investigation be carried out to verify the existence of any underground services. For Australia wide information relating to communications, gas, water and electricity suppliers on the location of underground cables and pipes Dial www.1100.com.au, Before You Dig. It is important that any existing sewerage or storm water drain be located. If any doubt exists as to these service locations in sewerred areas you are advised to obtain a copy of the property sewer plan. If the lot is unsewerred, a septic tank and associated absorption drains should be verified prior to commencing works.
3. All structural aspects of the project must be constructed strictly in accordance with the certified engineers design.
4. The applicant or owner is required to notify the VBA within 28 days if building costs have increased after the issue of the building permit due to a variation to the building work.
If the owner or applicant fails to notify the VBA of a variation to building work costs, or where false or misleading information relating to the cost of building work has been provided, penalties may apply. Please be aware the VBA may re-assess a levy for a period of up to five years after the issue of an occupancy permit or certificate of final inspection.
5. Under Regulation 41 the person in charge of the carrying out of the building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans, specifications and documents are available for inspection at the allotment while the building work is in progress. They must also take all reasonable steps to ensure that the registration numbers and contact details of the builder, building surveyor and the number and date of issue of this permit are displayed in a conspicuous position accessible to the public before and during work to which this permit applies.
6. Under Regulation 42 an owner of a building or land, for which a building permit has been issued, must notify the relevant building surveyor within 14 days after any change in the name of address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units.
7. Builder is to provide temporary fencing to the perimeter of the site prior to commencement of building works and remain in place once the swimming pool has more than 300mm of water and until the permanent fencing has been constructed
8. The Skimmer box must be fitted with a child resistant lid and manufactured to comply with Part 5 of AS1926.3
9. The Swimming Pool water Recirculation System must comply with AS1926.3.
10. Swimming Pool & Spa heating & pumping systems must comply with NCC BCA Parts 3.12.5.7 & 3.12.5.8 respectively.
11. The pool backwash water must be discharged to the sewerage system, in accordance with Australian Standard 3500, not the storm water system. Where a reticulated sewerage system is not available, the backwash must be discharged within the allotment, and shall not be discharged in a manner that is likely to cause any detriment to any adjoining property or building.
12. Swimming Pool & Spa safety barriers are to be installed as per NCC BCA Vol 2 and AS1926.1 and AS1926.2.
13. Swimming Pool and Spa Pool safety fencing/barriers and gates must comply with AS 1926–2012 Parts 1 & 2. To reduce the risk to the safety of young children, approved child safety barriers must be in place at the time of filling the pool with water.
14. It is the owners responsibility to ensure their pool or spa has been registered with the relevant shire council 30 days after the certificate of final inspection has been issued in accordance with Part 9A of the Building Regulations 2018.

Relevant Building Surveyor

Name: **Angus Gordon**

Address: **146 Currells Road Port Campbell 3269**

Email: **angus@southernbuildingapprovals.com.au**

Building practitioner registration no.: **BS-L39878**

Municipal district: **City of Greater Geelong**

Permit no.: **7781593730551**

Date of issue of permit: **05 December 2021**



Signature:

Domestic Building Insurance

Notices

This policy is issued by Berkshire Hathaway Specialty Insurance Company (ABN 84 600 643 034, AFS Licence 466713), which is authorised by the Australian Prudential Regulation Authority to carry on general insurance business in Australia, and which holds a financial strength rating of A++ from AM Best and AA+ from Standard & Poor's.

Duty of Disclosure

Under the *Insurance Contracts Act 1984* (Cth), before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you. You have the same duty before you renew, extend, vary or reinstate an insurance contract.

The duty of disclosure applies to every person to be covered under the insurance.

You do not need to tell us anything that reduces the risk we insure you for, that is of common knowledge, that we know (or should know), or in respect of which we have waived the duty of disclosure.

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both. If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

Privacy

We, along with all companies in the Berkshire Hathaway Group of Insurance Companies, are committed to safeguarding your privacy and the confidentiality of your personal information. We, and entities acting on our behalf, only collect personal information from or about you for the purpose of assessing your application for insurance and administering your insurance policy, including managing and administering any claim made by you. Without your personal information, we may not be able to issue insurance cover, administer your insurance or process your claim.

We will only use your personal information in accordance with the *Privacy Act 1988* (Cth) and for the purposes outlined above.

We may disclose your personal information to other companies in the Berkshire Hathaway Group and other third party service providers for the purposes outlined above or where disclosure is permitted by law. These entities may be located in Australia or overseas, including in India, Singapore, Hong Kong, the United Kingdom, New Zealand and the United States of America. Where such disclosure is made, we make all reasonable efforts to ensure that the arrangements we have in place with overseas parties impose appropriate privacy and confidentiality obligations on those parties to ensure that imparted personal information is kept secure and that such information is only used for the purposes noted above.

If you wish to obtain details of the personal information we hold about you (including contacting us to correct or update the personal information we hold about you), or if you have a complaint about a breach of your privacy, please refer to our privacy policy available at <http://www.bhspecialty.com/privacy-policy.html>, or contact our Chief Risk Officer by email to australasia.privacy.compliance@bhspecialty.com.

We reserve the right to refuse access under the grounds permitted by the *Privacy Act 1988* (Cth) and if you are seeking information on another person's behalf, we will require written authorisation from that individual.

Complaints

If you have a complaint or concern about our insurance products or services we provide, please contact your intermediary or your usual BHSI contact.

If you are not satisfied with our response, you may escalate your complaint by contacting complaints.australia@bhspecialty.com. Our internal dispute resolution process is free of charge and we will aim to respond to your escalated complaint within fifteen (15) business days.

General Insurance Code of Practice

We are a signatory to the General Insurance Code of Practice.

You can find further information about and download a copy of the Code from <http://codeofpractice.com.au>.

Electronic Delivery of Policy Documents

We will send your policy documents by email. If however you wish to receive your policy documents in hard copy, please tell us.



Berkshire Hathaway
Specialty Insurance

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY

(Hereinafter referred to as BHSI)

Domestic Building Insurance

Policy Certificate

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by Berkshire Hathaway Specialty Insurance Company.

This Certificate Page is attached to and forms part of the Policy

	Policy Number: 47-ZCA-005474-T9662	Currency: AUD
Item 1.	Certificate Number:	47-ZSP-010545-01
Item 2.	Issuing Office:	Melbourne
Item 3.	Building Owner:	Peter & Karen Stow
Item 4.	Site Address	671 Banks Road, Marcus Hill VIC, Australia
Item 5.	The Builder:	Torquay Pools Pty Ltd ABN/ACN 631 920 244 <small>NOTE: The Builder's name and/or their ACN/ABN Number must match with the information provided on the Domestic Building Contract. If this is incorrect, the domestic building Work will not be covered by this contract.</small>
Item 6.	Registration No.	CDB-U 65466
Item 7.	Domestic Building Contract Dated:	5-Nov-2021
Item 8.	Period of Cover.	The cover commenced on the earlier of the date of the Domestic Building Contract or date of the Building Permit for the Domestic Building Work and concludes: <ul style="list-style-type: none">• Two years from the completion of the Domestic Building Work or termination of the Domestic Building Contract for non-structural defects• Six years from completion of the Domestic Building Work or termination of the Domestic Building Contract for Structural Defects.
Item 9.	Contract Price:	\$63,200
Item 10.	Domestic Building Work:	Swimming Pool
Item 11.	Type of Coverage:	The cover is only provided if the Builder specified in Item 5 above has died, becomes insolvent or has disappeared, or fails to comply with a Tribunal or Court Order.

Item 12.	Premium:	\$670.00
	GST:	\$67.00
	Stamp Duty:	\$73.70
	Total:	\$810.70

Item 13. The maximum Policy Limit for all claims under this Policy is \$300,000 inclusive of all costs and expenses

The maximum Policy limit for all claims for non-completion of the Domestic Building Work is 20% of the Contract Price.

Item 14. Notices to the Insurer:
For all **Claims** or potential claims:
By toll free number: 1300 242 136
By Email: claimsnoticeaustralia@bhspecialty.com
By Mail: For street address, log on to:
www.bhspecialty.com/claims/claims-australia

Subject to the Building Act 1993, the Ministerial Order and the Conditions of the insurance contract, cover will be provided to the Building Owner named in the Domestic Building Contract and to the successors in title to the Building Owner.

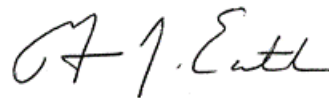
This Certificate attaches to and forms part of BHSI Domestic Builders Insurance (Policy Form BHSI-AUS-CA-BWI-001-062017 Domestic Builders Insurance) and is valid only if it is signed and dated below by a duly authorised representative of Berkshire Hathaway Specialty Insurance.

Dated: 14-Nov-2021

Signature:



Ralph Tortorella, Secretary



Peter Eastwood, President

For and on behalf of Berkshire Hathaway Specialty Insurance Company

Application Number: BLD20210866

Form 17Regulation 200
Building Act 1993
Building Regulations 2018**CERTIFICATE OF FINAL INSPECTION****Property Details**

Number: 671-719	Street/Road: Banks Road	Suburb: Marcus Hill	Postcode: 3222
Lot/s: 1	LP/PS: LP080659	Volume: 08722	Folio: 694
Crown allotment:	Section: No	Parish: Paywit	County: Grant
Municipal District: City of Greater Geelong			

Building permit detailsBuilding permit number: **BS-L39878/7781593730551**
Version of BCA applicable to building permit: **2019****Description of building work**

Part of building to which permit applies	Permitted use	BCA Class of building
Swimming Pool & Swimming Pool Child Safety Barrier	Residential	10b

Maintenance determinationA maintenance determination **is not required** to be prepared in accordance with regulation 215 of the Building Regulations 2018.**Directions to fix building work**All directions to fix building work under Part 4 of the **Building Act 1993** have been complied with.**Approved Inspections**

1. Excavation & Reinforcement
2. Final

Relevant building surveyor

Name:	Angus Gordon
Address:	146 Currells Road Port Campbell 3269
Email:	angus@southernbuildingapprovals.com.au

Building practitioner registration no.: **BS-L39878**
Municipal district name: **City of Greater Geelong**
Certificate no. **BS-L39878/7781593730551**
Date of issue: **14 July 2022**
Date of final inspection **13 July 2022**
Signature:

A handwritten signature in blue ink, appearing to be 'A. Ha', is centered on the page.

Form 23
Regulation 147Y(4), 147ZB(2)
Building Act 1993
Building Regulations 2018

CERTIFICATE OF POOL AND SPA BARRIER COMPLIANCE

Issued to:

Name of owner of the land (the *property*) on which the swimming pool or spa is located: **Peter & Karen Stow**

Postal address: **671 Banks Road Marcus Hill VIC 3222**

Telephone number: **0419 315 950**

Email address: **pjstow@53gmail.com**

Property details:

Number **671-719** Street **Banks Road** Suburb **MARCUS HILL** Postcode **3222**

Lot/s **1** LP/PS **LP080659** Volume **08722** Folio **694**
Crown allotment Section Parish **Paywit** County **Grant**
Municipal District **City of Greater Geelong**

Type of swimming pool or spa:

Permanent swimming pool
Permanent spa
Relocatable swimming pool
Relocatable spa

Date of construction of the Permanent Swimming Pool : **5/12/2021 12:00:00 AM**

Applicable barrier standard:

AS1926.1-2012

The applicable barrier standard applies under:

- Division 2 of Part 9A of the Building Regulations 2018
- relevant deemed to satisfy provisions of the BCA
- a performance solution in accordance with the BCA

INSPECTION DETAILS

Time of inspection: **10am**

Date of inspection: **03/02/2022**

Name of person/persons: **Michael Jakubzik**

Building practitioner registration no. of person/persons:

INSPECTION DETAILS

Time of inspection: **10am**

Date of inspection: **13/07/2022**

Name of person/persons: **Michael Jakubzik**

Building practitioner registration no. of person/persons:

Certification of compliance

Following inspection of the swimming pool barrier on the date(s) referred to in this certificate, I certify that the barrier complies with the applicable barrier standard.

I confirm that I did not carry out building work on the barrier to address identified non-compliance of the barrier prior to certifying the barrier's compliance with the applicable barrier standard.

Signature of Relevant Building Surveyor

Name: **Angus Gordon**

Address: **146 Currells Road Port Campbell 3269**

Email: **angus@southernbuildingapprovals.com.au**

Building practitioner registration no.: **BS-L39878**

Date of certificate: **14/07/2022**

Signature:



8 August 2022

K D Stow and P J Stow
671-719 Banks Road
MARCUS HILL VIC 3222

Dear Karen and Peter

**Registration and Form 23 Certificate of Pool or Spa Barrier of Compliance - PSR-2022-333
Registered Property - 671-719 Banks Road, MARCUS HILL**

Thank you for registering your pool or spa and submitting your Compliance Certificate (Form 23), dated 14 July 2022.

According to your building permit, the date of construction for your pool or spa is **5 December 2021**. The date of construction determines the safety standards that apply to your pool or spa barrier. It also determines when you need to have your pool and spa inspected and submit a Form 23 - Certificate of pool and spa barrier compliance.

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

The Compliance Certificate (Form 23) that you have submitted confirms that your pool or spa meets the relevant **Australian Standard AS1926.1-2012**.

You must submit a new compliance certificate (Form 23) every four years.

Your next compliance certificate (Form 23) is due by 14 July 2026.

We will remind you when it's time.

Thank you for supporting this important safety initiative.

For more information visit: www.geelongaustralia.com.au/poolsafety

The Building Services Team
City of Greater Geelong



scaada

Environmental &
Sustainability



**Limited Site Soil
Assessment**

Limited Site Soil Assessment



671-719 Banks Rd, Marcus Hill VIC 3222, Australia

J251722

7 February 2025

Prepared for

Peter Stow

Prepared by

Scaada Environmental
West 10, 33 Mackey Street
North Geelong VIC 3215

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Distribution

Report Status	Format	Distributed to	Date
1.0	PDF	Peter Stow	06/02/2025

Executive Summary

Scaada Environmental have been engaged by Peter Stow to complete a Limited Site Soil Assessment undertaken at 671-719 Banks Road, Marcus Hill, Victoria (the 'site'). Scaada Environmental understands that the assessment works are required to gain further knowledge on the aldrin and dieldrin contamination status of the soil at the site.

Scaada Environmental advanced five soil bores across the investigation area and submitted ten soil samples for laboratory analysis. Soil bores were advanced to depths of up to 0.3 m, with soil samples being collected at depths between 0.1 mBGL and 0.3 mBGL. A single sample location was completed within each paddock at the site.

Following the completion of the soil assessment, Scaada Environmental have made the following conclusions:

- Scaada Environmental attended site on 22/01/2025 and collected ten soil samples, from across five soil bore locations, for laboratory analysis.
- The aldrin + dieldrin concentration were below the adopted assessment criteria in all samples.
- Historical dieldrin results (1992 and 2000) ranged between 0.16 and 0.27mg/kg, while dieldrin results from this round of sampling ranged between <0.05 and 0.11mg/kg. The highest value of dieldrin reported from each round of sampling (1992, 2000, 2025) has continually decreased.

The analytical results for total concentrations are presented in Table 1 of Appendix B.

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1 INTRODUCTION

Scaada Environmental have been engaged by Peter Stow to complete a Limited Site Soil Assessment as part of the contamination level of aldrin and dieldrin and undertaken at 671-719 Banks Road, Marcus Hill, Victoria (the 'site'). Scaada Environmental understands that the assessment works are required to gain further knowledge on the aldrin and dieldrin contamination status of the soil at the site.

The investigation area has been shown within Figure 1, Appendix A.

1.1 OBJECTIVE

The objectives of the soil assessment include the following:

- Gain knowledge on the current aldrin and dieldrin contamination status of soil.

1.2 SCOPE OF WORKS

In order to meet the project objectives, the following scope of works was completed:

- Advancement of soil bores across the investigation area so as to allow the collection of soil samples for laboratory analysis.
- Interpretation of reported analytical results.

1.3 PREVIOUS ENVIRONMENTAL ASSESSMENTS

The previous soil test result identified dieldrin as the primary contaminant and detected dieldrin concentrations at the Creswell Road end and Bellarine Highway end of the site. Report issued on 15/06/2000.

Additionally, the entire property was assessed in a prior report issued on 03/12/1992. The sampling methodology surrounding this assessment is unclear.

The previous soil report results for the site are provided in Appendix F. The analytical results from these reports have been included within the results table in Appendix B.

2 TECHNICAL FRAMEWORK

This Limited Site Soil Assessment was undertaken in general accordance with the following legislation and guidelines:

- **NEPC (2013) National Environment protection (Assessment of Site Contamination) Measure 1999**, as amended in 2013, National Environment Protection Council;

2.1 SAMPLE DENSITY

Soil sampling was conducted across the investigation area so as to gain an understanding of the potential aldrin and dieldrin contamination status of the area.

Scaada Environmental advanced five soil bores across the investigation area and submitted ten soil samples for laboratory analysis. Soil bores were advanced to depths of up to 0.3 m, with soil samples being collected at depths between 0.1 mBGL and 0.3 mBGL. A single sample location was completed within each paddock at the site.

2.2 SOIL SAMPLING METHODOLOGY

The soil sampling methodology followed by Scaada Environmental during the environmental assessment is summarised in Table 2. Soil assessment works were undertaken in general accordance with the guidelines listed in Section 2.

Table 2: Summary of Soil Sampling Methodology

Activity	Details / Comments
Date of field activities	22/01/2025
Soil sample collection	Soil samples were collected using manual (hand auger) methods from depths of 0.1mBGL to 0.3mBGL. Dedicated disposable gloves and laboratory supplied sample containers were used for the collection of samples.
Soil logging	The sub-surface conditions were logged by an experienced Environmental Consultant. Soil bore logs are included in Appendix C.
Sample handling and transportation	Following collection, samples were immediately placed into laboratory supplied glass jars with Teflon lined seals to avoid volatile loss. Samples were placed into an esky with ice following collection before being delivered to laboratories who hold NATA accreditations for the required analyses under chain of custody documentation.
Sample preservation	Samples were stored on ice/with ice packs in an esky while on site and in transit to the laboratory.
Laboratory	Samples were sent to Eurofins Environment Testing Australia Pty Ltd (primary laboratory) for analysis.
Sample analysis	Soil samples were analysed for the following: <ul style="list-style-type: none"> • Aldrin • Dieldrin • Aldrin and Dieldrin (Total)

2.3 FIELD OBSERVATIONS

The site-specific geology is summarised below and is based on the soil investigation conducted at the site. Soil bore logs describing the encountered soil are provided in Appendix C.

The site was previously used as a potato farm and southern end is currently occupied for pasture.

A dam was observed to be east end of the site,

No visual or olfactory evidence of chemical contamination was observed during sampling.

The soil was predominantly to contain silt and range in colour from dark brown to light brown and grey. The soil was also noted to be loose.

3 ASSESSMENT CRITERIA

3.1 HUMAN HEALTH

In order to determine the potential risks associated with the environmental values of 'Human Health', soil samples were compared to Health Investigation Levels (HILs) listed in NEPM 2013. Specifically for the following exposure settings:

- HIL A: standard residential with garden/accessible soil (home grown produce <10% fruit and vegetable intake (no poultry), includes children's day care centres, preschools and primary schools.
- HIL C; includes developed open space such as parks, playgrounds, playing fields (e.g. ovals), secondary schools and footpaths. Does not include undeveloped public open space which should be subject to a site-specific assessment where appropriate.

These have been adopted based on the farming zoning and land uses of the site.

4 RESULTS AND DISCUSSION

4.1 NEPM

Analytical results for the soil samples collected as part of this site investigation have been compared against the assessment criteria. The analytical results for total concentrations are presented in Table 1 of Appendix B. Laboratory chain of custody documents and the certified laboratory reports are provided in Appendix E.

The aldrin + dieldrin concentration were below the adopted assessment criteria in all samples. Detectable concentrations of dieldrin were reported at surface level (0.1m) within locations BH03, BH04, and BH05.

Historical dieldrin results (1992 and 2000) ranged between 0.16 and 0.27mg/kg, while dieldrin results from this round of sampling ranged between <0.05 and 0.11mg/kg. The highest value of dieldrin reported from each round of sampling (1992, 2000, 2025) has continually decreased.

5 CONCLUSIONS

Following the completion of the soil assessment, Scaada Environmental have made the following conclusions and recommendations:

- Scaada Environmental attended site on 22/01/2025 and collected ten soil samples, from across five soil bore locations, for laboratory analysis.
- The aldrin + dieldrin concentration were below the adopted assessment criteria in all samples.
- Historical dieldrin results (1992 and 2000) ranged between 0.16 and 0.27mg/kg, while dieldrin results from this round of sampling ranged between <0.05 and 0.11mg/kg. The highest value of dieldrin reported from each round of sampling (1992, 2000, 2025) has continually decreased.

6 STATEMENT OF LIMITATIONS

This report has been compiled by Scaada Environmental Pty Ltd (Scaada Environmental) (ABN – 30 624 289 229 & ACN – 624 289 229) for “The client as nominated”, as Scaada Environmental’s client, in accordance with the agreed quoted work, scope, schedule and budget.

The report has been prepared using accepted procedures and practices of the recognised industry standards or practices at the time it was prepared. The opinions, recommendations and conclusions set out in the report are made in accordance with generally accepted principles and practices of that profession.

The report is based on information gained from site work and any other environmental condition, as delineated and specified in the body of the report and supplemented by reported data of the local area. Assessment has been scoped with consideration to industry standards, regulations, guidelines, and your specific requirements, including budget and time requirements and constrains. The characterisation of site conditions is an interpretation of information collected during assessment, in accordance with industry standards and best practice.

This interpretation is not a complete description of all material on or in the vicinity of the site, due to the inherent variation in spatial and temporal patterns of contaminant presence and impact in the natural environment. Scaada Environmental may have also relied on data and other information provided by “The client as nominated” and other qualified individuals in preparing this report. Scaada Environmental has not verified the accuracy or completeness of such data or information, except as otherwise stated in the report. For these reasons, the report must be regarded as interpretative and in accordance with industry standards and best practice, rather than being a definitive record.

In addition, advancements in professional practice regarding contaminated land and changes in applicable states and/or guidelines may affect the validity of this report. Consequently, the currency of conclusions and recommendations in this report should be verified if you propose to use this report more than 6 months after its date of issue.

The report has been developed for a specific purpose, as agreed upon and applies only to the site or area investigated. Unless otherwise stated in the report, this report cannot be applied to an adjacent site or area, nor can it be used when the nature of the specific purpose changes from that which was agreed. For each purpose, a tailored approach to the assessment of “the site(s) as nominated” required. In most cases, a key objective is to identify, and if possible, quantify the risks to recognised and potential contamination posed in the context of the agreed purpose. Such risks may be financial (for example, clean-up costs or constraints on site) and/or physical (for example, potential health risks to users of the site or the unknown).

Interpretation of factual data, the analysis of samples is completed in a NATA accredited laboratory where applicable Scaada Environmental take no responsibility for the reported results of external providers/parties. Analytical processes are those controlled solely by the laboratory from which the analysis for this report was undertaken. The interpretation of the laboratory results provided to Scaada Environmental on environmental site assessments identify actual conditions only at those points where samples are taken and, on the date collected and as such, analytical facilities analyse, and report results from such samples as received. Data derived from indirect field measurements, and sometimes other reports based on the site, are interpreted by specialised engineers or scientists to provide an opinion about overall site conditions and their likely impact with respect to the report purpose and recommended actions.

Variations in soil and groundwater conditions may occur between tests or sample locations and actual conditions may differ from those inferred to exist. No environmental assessment program, no matter how comprehensive, can reveal all subsurface details and anomalies, owing to the spatial heterogeneity of the environment.

For this reason, parties involved with land acquisition, management and/or redevelopment should retain the services of a suitably qualified and experienced environmental consultant through the development and use of the site to identify variances, conduct additional tests if required, and recommend solutions to unexpected conditions or other unrecognised features encountered on site. Scaada Environmental would be pleased to assist with any investigation or advice in such circumstances.

Recommendations in this report are only preliminary, the report recommendations are specific to information provided within this report only. The client acknowledges that the investigation only covered areas relevant to this scope of works, and as identified by the client. This report assumes, in accordance with industry practice, that the site conditions recognised through discrete sampling are representative of actual conditions throughout the investigation area. Recommendations are based on the resulting interpretation. Should further data be obtained that differs from the data on which the report recommendations are based (such as through excavation or other additional assessment), then we strongly recommend a new report be complete.

Any party carrying out recommendations made within this report take on the responsibility of ensuring they are done so with the appropriate permits, permissions and within EPA guidelines, legislative requirements, and local regulations, unless Scaada Environmental is engaged by the client to complete as part of the formal proposal.

Report for benefit of client, unless otherwise agreed between us, the report has been prepared for your benefit and no other party. Other parties should not rely upon the report or the accuracy or completeness of any recommendation and should make their own enquiries and obtain independent advice in relation to such matters. Scaada Environmental accepts no responsibility and will not be liable to any other person or organisation for, or in relation to, any matter dealt with, or conclusions expressed in the report, or for any loss or damage suffered by any other person or organisation arising from matters dealt with or conclusions expressed in the report. To avoid misuse of the information presented in your report, we recommend that Scaada Environmental be consulted before the report is provided to another party who may not be familiar with the background and the purpose of the report. In particular, an environmental disclosure report for a property vendor may not be suitable for satisfying the needs of that property's purchaser. This report should not be applied for any purpose other than that stated in the report.

Interpretation by other professionals can be costly, issues can occur when other professionals develop their plans based on misinterpretations of a report. To help avoid misinterpretations, a suitably qualified and experienced environmental consultant should be retained to explain the implications of the report to other professionals referring to the report and then review plans and specifications produced to see how other professionals have incorporated the report findings. Given Scaada Environmental prepared the report and has familiarity with the site, Scaada Environmental is well placed to provide such assistance. If another party is engaged to interpret the recommendations of the report, there is a risk that the contents of the report may be misinterpreted. Scaada Environmental disowns any responsibility for such misinterpretation.

Data should not be separated from the report, the report presents the findings of the site assessment in full, and as such the report should not be copied in part or altered in any way. Logs, figures, laboratory data, drawings are customarily included in our reports and are developed by scientists or engineers based on their interpretation of field logs, field testing and interpretation of associated analytical reports. This information should not under any circumstance be redrawn for inclusion in other documents or separated from the report in any way. This report should be reproduced in full. No responsibility is accepted for use of any part of this report in any other context or for any other purpose or by third parties, unless with formal written agreement with Scaada Environmental.

Environmental reporting relies on interpretation of factual information, using professional judgement and opinion has a level of uncertainty attached to it, which is much less exact than other design disciplines. This has often resulted in claims being lodged against consultants, which are unfounded. As noted earlier, the recommendations and findings set out in this report should only be regarded as interpretive and should not be taken as accurate and complete information about all environmental media at all depths and locations across the site.

APPENDIX A – SITE FIGURE





Figure 1
Limited Site Soil Assessment
671-719 Banks Rd, Marcus Hill, Victoria, 3222

- Targeted area boundary (approx)
- Sample locations (approx)
- Property border



APPENDIX B – ANALYTICAL RESULTS TABLES





Table 1
 Limited Soil Assessment
 Analytical Result (NEPM 2013 Table 1A HILs)

			Field ID	BH01_0.1	BH01_0.3	BH02_0.1	BH02_0.3	BH03_0.1	BH03_0.3	BH04_0.1	BH04_0.3	BH05_0.1	BH05_0.3	
			Date	22 Jan 2025	22 Jan 2025	22 Jan 2025	22 Jan 2025	22 Jan 2025	22 Jan 2025	22 Jan 2025	22 Jan 2025	22 Jan 2025	22 Jan 2025	
	Unit	EQL	NEPM 2013 Table 1A(1) HILs Res A Soil	NEPM 2013 Table 1A(1) HILs Rec C Soil										
Inorganics														
Moisture Content (dried @ 103°C)	%	1			8.5	17	5.7	2.5	6.4	3.1	6.5	4.7	5.5	4.9
Organochlorine Pesticides														
Aldrin	mg/kg	0.05			<0.05	<0.05	<0.05	<0.05	<0.05	<0.05	<0.05	<0.05	<0.05	<0.05
Aldrin + Dieldrin	mg/kg	0.05	6	10	<0.05	<0.05	<0.05	<0.05	0.09	<0.05	0.05	<0.05	0.11	<0.05
Dieldrin	mg/kg	0.05			<0.05	<0.05	<0.05	<0.05	0.09	<0.05	0.05	<0.05	0.11	<0.05

Environmental Standards

2013, NEPM 2013 Table 1A(1) HILs Res A Soil
 2013, NEPM 2013 Table 1A(1) HILs Rec C Soil

			Field ID			
			Whole Property	Cresswell Rd end	Bellarine Hwy end	
			Date	20 Jun 2000	20 Jun 2000	
	Unit	EQL	NEPM 2013 Table 1A(1) HILs Res A Soil	NEPM 2013 Table 1A(1) HILs Rec C Soil		
Inorganics						
Moisture Content (dried @ 103°C)	%	1				
Organochlorine Pesticides						
Aldrin	mg/kg	0.05				
Aldrin + Dieldrin	mg/kg	0.05	6	10		
Dieldrin	mg/kg	0.05			0.27	0.16
						0.23

Environmental Standards

2013, NEPM 2013 Table 1A(1) HILs Res A Soil
 2013, NEPM 2013 Table 1A(1) HILs Rec C Soil

APPENDIX C – BORE LOGS





SOIL BORE LOG

BORE ID: BH02

Project ID: J251722	Time / Date: 22/01/2025
Location / Address: 671-719 Banks Rd, Marcus Hill, Victoria, 3222	Logged By: Ergul Baglan
Client: Peter Stow	Drill Method: Hand Auger
Coordinates: N/A	Drill Rig: N/A
Drilling Company: N/A	Drilled By: Ergul Baglan
PID Analyser: N/A	Hole Diameter: 70mm
Page Number: 1 of 1	Total Hole Depth: 0.3mBGL

Depth (m)	Lithologic Description	Sample ID	Sample Type	Recovery	VOC (ppm)	Comments / Details
0.0	FILL: Silt, D.Brown/ L.Brown, Loose					
0.1		BH02_0.1	Soil			
0.3		BH02_0.3	Soil			
	End of the hole at 0.3mBGL					
Well Construction Details						
Backfill:		Base:	Top:			
Screen:		Base:	Top:			
Sand:		Base:	Top:			
Bento:		Base:	Top:			
Grout:		Base:	Top:			
Gatic:		Flush	Stick-up			

Additional Comments:



SOIL BORE LOG

BORE ID: BH03

Project ID: J251722	Time / Date: 22/01/2025
Location / Address: 671-719 Banks Rd, Marcus Hill, Victoria, 3222	Logged By: Ergul Baglan
Client: Peter Stow	Drill Method: Hand Auger
Coordinates: N/A	Drill Rig: N/A
Drilling Company: N/A	Drilled By: Ergul Baglan
PID Analyser: N/A	Hole Diameter: 70mm
Page Number: 1 of 1	Total Hole Depth: 0.3mBGL

Depth (m)	Lithologic Description	Sample ID	Sample Type	Recovery	VOC (ppm)	Comments / Details
0.0	FILL: Silt, D.Gray, Silt, Loose					
0.1		BH03_0.1	Soil			
0.3	FILL: Silt, D.Gray / Brown Gray , Loose End of the hole at 0.3mBGL	BH03_0.3	Soil			
Well Construction Details						
Backfill: Base: Top:						
Screen: Base: Top:						
Sand: Base: Top:						
Bento: Base: Top:						
Grout: Base: Top:						
Gatic: Flush Stick-up						

Additional Comments:



SOIL BORE LOG

BORE ID: BH05

Project ID: J251722	Time / Date: 22/01/2025
Location / Address: 671-719 Banks Rd, Marcus Hill, Victoria, 3222	Logged By: Ergul Baglan
Client: Peter Stow	Drill Method: Hand Auger
Coordinates: N/A	Drill Rig: N/A
Drilling Company: N/A	Drilled By: Ergul Baglan
PID Analyser: N/A	Hole Diameter: 70mm
Page Number: 1 of 1	Total Hole Depth: 0.3mBGL

Depth (m)	Lithologic Description	Sample ID	Sample Type	Recovery	VOC (ppm)	Comments / Details
0.0	FILL: Silt, Gray, Loose					
0.1		BH05_0.1	Soil			
0.3		BH05_0.3	Soil			
End of the hole at 0.3mBGL						
Well Construction Details						
Backfill:		Base:	Top:			
Screen:		Base:	Top:			
Sand:		Base:	Top:			
Bento:		Base:	Top:			
Grout:		Base:	Top:			
Gatic:		Flush	Stick-up			

Additional Comments:

APPENDIX D – PHOTOGRAPHS



Photograph 1: General site photo of targeted area 1, BH01



Photograph 2: General site photo of targeted area 2, BH02



Photograph 3: General site photo of targeted area, BH03



Photograph 4: General site photo of targeted area 4, BH04



Photograph 5: General site photo of targeted area 5, BH05

APPENDIX E – LABORATORY DOCUMENTS



CLIENT: SCAADA		TURNAROUND REQUIREMENTS : <small>(Standard TAT may be longer for some tests e.g. Ultra Trace Organics)</small>			FOR LABORATORY USE ONLY (Circle)		
OFFICE: GEELONG		Quote:			Custody Seal Intact? Yes No N/A		
PROJECT: J251722		COC SEQUENCE NUMBER (Circle)			Free ice / frozen Ice bricks present upon receipt? Yes No N/A		
ORDER NUMBER:		COC 1 2 3 4 5 7			Random Sample Temperature on Receipt: °C		
PROJECT MANAGER: Ergul Baglan		CONTACT PH: 0407 443 529			Other comment:		
SAMPLER: Ergul		SAMPLER MOBILE:			RECEIVED BY:		RECEIVED BY:
COC emailed to ALS? (YES / NO)		EDD FORMAT (or default):			DATE/TIME:		DATE/TIME:
Email Reports to : SCAADA@ESDAT.COM.AU ; SERVICES@SCAADA.COM.AU ; LABRESULTS@SCAADA.COM.AU		RELINQUISHED BY: Ergul			DATE/TIME: 22/01/25		
Email Invoice to : ACCOUNTS@SCAADA.COM.AU							
COMMENTS/SPECIAL HANDLING/STORAGE OR DISPOSAL: ergul.baglan@scaada.com.au							

LAB USE ONLY	SAMPLE DETAILS MATRIX: Solid(S) Water(W)			CONTAINER INFORMATION		ANALYSIS REQUIRED including SUITES (NB. Suite Codes must be listed to attract suite price) <small>Where Metals are required, specify Total (unfiltered bottle required) or Dissolved (field filtered bottle required).</small>							Additional Information			
	LAB ID	SAMPLE ID	DATE / TIME	MATRIX	TYPE & PRESERVATIVE <small>(refer to codes below)</small>	TOTAL BOTTLES										
	BH01-0.1	22.01.25	S	1.5L		1		Aldrin								
	BH01-0.3							Dieldrin								
	BH02-0.1							Aldrin + Dieldrin								
	BH02-0.3															
	BH03-0.1															
	BH03-0.3															
	BH04-0.1															
	BH04-0.3															
	BH05-0.1															
	BH05-0.3															
TOTAL						10	10	10	10							

Water Container Codes: P = Unpreserved Plastic; N = Nitric Preserved Plastic; ORC = Nitric Preserved ORC; SH = Sodium Hydroxide/Cd Preserved; S = Sodium Hydroxide Preserved Plastic; AG = Amber Glass Unpreserved; AP - Airfreight Unpreserved Plastic
V = VOA Vial HCl Preserved; VB = VOA Vial Sodium Bisulphate Preserved; VS = VOA Vial Sulfuric Preserved; AV = Airfreight Unpreserved Vial SG = Sulfuric Preserved Amber Glass; H = HCl preserved Plastic; HS = HCl preserved Speciation bottle; SP = Sulfuric Preserved Plastic;
F = Formaldehyde Preserved Glass; Z = Zinc Acetate Preserved Bottle; E = EDTA Preserved Bottles; ST = Sterile Bottle; ASS = Plastic Jar for Acid Sulphate Soils; B = Unpreserved Bag.

23/1/25 2:4
DATE: 23/1/25
TIME: 2:4
COURIER: YES
TEMPERATURE: 7.8°C
ATTEMPT TO CHILL: NO

Date/Time: 23/1/25 @ 9:00am

Chilled: [Signature]
Temp: [Signature]
Correctory: [Signature]
Final Temp: [Signature]



Eurofins Environment Testing Australia Pty Ltd

ABN: 50 005 085 521

Melbourne	Geelong	Sydney	Canberra	Brisbane	Newcastle
6 Monterey Road Dandenong South VIC 3175 +61 3 8564 5000 NATA# 1261 Site# 1254	19/8 Lewalan Street Grovedale VIC 3216 +61 3 8564 5000 NATA# 1261 Site# 25403	179 Magowar Road Girraween NSW 2145 +61 2 9900 8400 NATA# 1261 Site# 18217	Unit 1,2 Dacre Street Mitchell ACT 2911 +61 2 6113 8091 NATA# 1261 Site# 25466	1/21 Smallwood Place Murarie QLD 4172 T: +61 7 3902 4600 NATA# 1261 Site# 20794 & 2780	1/2 Frost Drive Mayfield West NSW 2304 +61 2 4968 8448 NATA# 1261 Site# 25079

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46-48 Banksia Road Welshpool WA 6106 +61 8 6253 4444 NATA# 2377 Site# 2370 & 2554

Eurofins Environment Testing NZ Ltd

NZBN: 9429046024954

Auckland	Auckland (Focus)	Christchurch	Tauranga
35 O'Rorke Road Penrose, Auckland 1061 +64 9 526 4551 IANZ# 1327	Unit C1/4 Pacific Rise, Mount Wellington, Auckland 1061 +64 9 525 0568 IANZ# 1308	43 Detroit Drive Rolleston, Christchurch 7675 +64 3 343 5201 IANZ# 1290	1277 Cameron Road, Gate Pa, Tauranga 3112 +64 9 525 0568 IANZ# 1402

Sample Receipt Advice

Company name:	Scaada Group Services Pty Ltd
Contact name:	Ergul Baglan
Project name:	Not provided
Project ID:	J251722
Turnaround time:	5 Day
Date/Time received	Jan 23, 2025 9:00 AM
Eurofins reference	1180475

Sample Information

- ✓ A detailed list of analytes logged into our LIMS, is included in the attached summary table.
- ✓ All samples have been received as described on the above COC.
- ✓ COC has been completed correctly.
- ✓ Attempt to chill was evident.
- ✓ Appropriately preserved sample containers have been used.
- ✓ All samples were received in good condition.
- ✓ Samples have been provided with adequate time to commence analysis in accordance with the relevant holding times.
- ✓ Appropriate sample containers have been used.
- ✓ Sample containers for volatile analysis received with zero headspace.
- ✗ Split sample sent to requested external lab.
- ✗ Some samples have been subcontracted.
- N/A Custody Seals intact (if used).

Notes

Contact

If you have any questions with respect to these samples, please contact your Analytical Services Manager:

Thomas Mangiameli on phone : or by email: Thomas.Mangiameli@eurofinsanz.com

Results will be delivered electronically via email to Ergul Baglan - ergul.baglan@scaada.com.au.

Note: A copy of these results will also be delivered to the general Scaada Group Services Pty Ltd email address.



Melbourne 6 Monterey Road Dandenong South VIC 3175 +61 3 8564 5000 NATA# 1261 Site# 1254	Geelong 19/8 Lewalan Street Grovedale VIC 3216 +61 3 8564 5000 NATA# 1261 Site# 25403	Sydney 179 Magowar Road Girraween NSW 2145 +61 2 9900 8400 NATA# 1261 Site# 18217	Canberra Unit 1,2 Dacre Street Mitchell ACT 2911 +61 2 6113 8091 NATA# 1261 Site# 25466	Brisbane 1/21 Smallwood Place Murarie QLD 4172 T: +61 7 3902 4600 NATA# 1261 Site# 20794 & 2780	Newcastle 1/2 Frost Drive Mayfield West NSW 2304 +61 2 4968 8448 NATA# 1261 Site# 25079
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Perth 46-48 Banksia Road Welshpool WA 6106 +61 8 6253 4444 NATA# 2377 Site# 2370 & 2554
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Auckland 35 O'Rorke Road Penrose, Auckland 1061 IANZ# 1327	Auckland (Focus) Unit C1/4 Pacific Rise, Mount Wellington, Auckland 1061 +64 9 525 0568 IANZ# 1308	Christchurch 43 Detroit Drive Rolleston, Christchurch 7675 +64 3 343 5201 IANZ# 1290	Tauranga 1277 Cameron Road, Gate Pa, Tauranga 3112 +64 9 525 0568 IANZ# 1402
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web: www.eurofins.com.au
email: EnviroSales@eurofinsanz.com

Company Name: Scaada Group Services Pty Ltd
Address: West 6 Federal Mills Park, 33 Mackey Street
North Geelong
VIC 3215

Project Name:
Project ID: J251722

Order No.:
Report #: 1180475
Phone: 0455 500 084
Fax:

Received: Jan 23, 2025 9:00 AM
Due: Jan 31, 2025
Priority: 5 Day
Contact Name: Ergul Baglan

Eurofins Analytical Services Manager : Thomas Mangiameli

Sample Detail						Aldrln	Aldrln and Dieldrin (Total)*	Dieldrin	Moisture Set
Melbourne Laboratory - NATA # 1261 Site # 1254						X	X	X	X
External Laboratory									
No	Sample ID	Sample Date	Sampling Time	Matrix	LAB ID				
1	BH01_0.1	Jan 22, 2025		Soil	M25-Ja0037615	X	X	X	X
2	BH01_0.3	Jan 22, 2025		Soil	M25-Ja0037616	X	X	X	X
3	BH02_0.1	Jan 22, 2025		Soil	M25-Ja0037617	X	X	X	X
4	BH02_0.3	Jan 22, 2025		Soil	M25-Ja0037618	X	X	X	X
5	BH03_0.1	Jan 22, 2025		Soil	M25-Ja0037619	X	X	X	X
6	BH03_0.3	Jan 22, 2025		Soil	M25-Ja0037620	X	X	X	X
7	BH04_0.1	Jan 22, 2025		Soil	M25-Ja0037621	X	X	X	X
8	BH04_0.3	Jan 22, 2025		Soil	M25-Ja0037622	X	X	X	X
9	BH05_0.1	Jan 22, 2025		Soil	M25-Ja0037623	X	X	X	X
10	BH05_0.3	Jan 22, 2025		Soil	M25-Ja0037624	X	X	X	X
Test Counts						10	10	10	10

SCAADA Environmental Pty Ltd
 West 6 Federal Mills Park, 33 Mackey Street
 North Geelong
 VIC 3215



NATA Accredited
 Accreditation Number 1261
 Site Number 1254

Accredited for compliance with ISO/IEC 17025 – Testing
 NATA is a signatory to the ILAC Mutual Recognition
 Arrangement for the mutual recognition of the
 equivalence of testing, medical testing, calibration,
 inspection, proficiency testing scheme providers and
 reference materials producers reports and certificates.

Attention: Ergul Baglan

Report 1180475-S

Project name

Project ID J251722

Received Date Jan 23, 2025

Client Sample ID			BH01_0.1	BH01_0.3	BH02_0.1	BH02_0.3
Sample Matrix			Soil	Soil	Soil	Soil
Eurofins Sample No.			M25- Ja0037615	M25- Ja0037616	M25- Ja0037617	M25- Ja0037618
Date Sampled			Jan 22, 2025	Jan 22, 2025	Jan 22, 2025	Jan 22, 2025
Test/Reference	LOR	Unit				
Organochlorine Pesticides						
Aldrin	0.05	mg/kg	< 0.05	< 0.05	< 0.05	< 0.05
Dieldrin	0.05	mg/kg	< 0.05	< 0.05	< 0.05	< 0.05
Aldrin and Dieldrin (Total)*	0.05	mg/kg	< 0.05	< 0.05	< 0.05	< 0.05
Sample Properties						
% Moisture	1	%	8.5	17	5.7	2.5

Client Sample ID			BH03_0.1	BH03_0.3	BH04_0.1	BH04_0.3
Sample Matrix			Soil	Soil	Soil	Soil
Eurofins Sample No.			M25- Ja0037619	M25- Ja0037620	M25- Ja0037621	M25- Ja0037622
Date Sampled			Jan 22, 2025	Jan 22, 2025	Jan 22, 2025	Jan 22, 2025
Test/Reference	LOR	Unit				
Organochlorine Pesticides						
Aldrin	0.05	mg/kg	< 0.05	< 0.05	< 0.05	< 0.05
Dieldrin	0.05	mg/kg	0.09	< 0.05	0.05	< 0.05
Aldrin and Dieldrin (Total)*	0.05	mg/kg	0.09	< 0.05	0.05	< 0.05
Sample Properties						
% Moisture	1	%	6.4	3.1	6.5	4.7

Client Sample ID			BH05_0.1	BH05_0.3
Sample Matrix			Soil	Soil
Eurofins Sample No.			M25- Ja0037623	M25- Ja0037624
Date Sampled			Jan 22, 2025	Jan 22, 2025
Test/Reference	LOR	Unit		
Organochlorine Pesticides				
Aldrin	0.05	mg/kg	< 0.05	< 0.05
Dieldrin	0.05	mg/kg	0.11	< 0.05
Aldrin and Dieldrin (Total)*	0.05	mg/kg	0.11	< 0.05
Sample Properties				
% Moisture	1	%	5.5	4.9

Sample History

Where samples are submitted/analysed over several days, the last date of extraction is reported.

If the date and time of sampling are not provided, the Laboratory will not be responsible for compromised results should testing be performed outside the recommended holding time.

Description	Testing Site	Extracted	Holding Time
Organochlorine Pesticides - Method: LTM-ORG-2220 OCP & PCB in Soil and Water (USEPA 8270)	Melbourne	Jan 28, 2025	14 Days
% Moisture - Method: LTM-GEN-7080 Moisture	Melbourne	Jan 23, 2025	14 Days

Melbourne 6 Monterey Road Dandenong South VIC 3175 +61 3 8564 5000 NATA# 1261 Site# 1254	Geelong 19/8 Lewalan Street Grovedale VIC 3216 +61 3 8564 5000 NATA# 1261 Site# 25403	Sydney 179 Magowar Road Girraween NSW 2145 +61 2 9900 8400 NATA# 1261 Site# 18217	Canberra Unit 1,2 Dacre Street Mitchell ACT 2911 +61 2 6113 8091 NATA# 1261 Site# 25466	Brisbane 1/21 Smallwood Place Murarrie QLD 4172 T: +61 7 3902 4600 NATA# 1261 Site# 20794 & 2780	Newcastle 1/2 Frost Drive Mayfield West NSW 2304 +61 2 4968 8448 NATA# 1261 Site# 25079	Perth 46-48 Banksia Road Welshpool WA 6106 +61 8 6253 4444 NATA# 2377 Site# 2370 & 2554	Auckland 35 O'Rorke Road Penrose, Auckland 1061 IANZ# 1327	Auckland (Focus) Unit C1/4 Pacific Rise, Mount Wellington, Auckland 1061 +64 9 525 0568 IANZ# 1308	Christchurch 43 Detroit Drive Rolleston, Christchurch 7675 +64 3 343 5201 IANZ# 1290	Tauranga 1277 Cameron Road, Gate Pa, Tauranga 3112 +64 9 525 0568 IANZ# 1402
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 web: www.eurofins.com.au
 email: EnviroSales@eurofinsanz.com

Company Name: Scaada Group Services Pty Ltd Address: West 6 Federal Mills Park, 33 Mackey Street North Geelong VIC 3215 Project Name: Project ID: J251722	Order No.: Report #: 1180475 Phone: 0455 500 084 Fax:	Received: Jan 23, 2025 9:00 AM Due: Jan 31, 2025 Priority: 5 Day Contact Name: Ergul Baglan
--	--	--

Eurofins Analytical Services Manager : Thomas Mangiameli

Sample Detail						Aldrin	Aldrin and Dieldrin (Total)*	Dieldrin	Moisture Set
Melbourne Laboratory - NATA # 1261 Site # 1254						X	X	X	X
External Laboratory									
No	Sample ID	Sample Date	Sampling Time	Matrix	LAB ID				
1	BH01_0.1	Jan 22, 2025		Soil	M25-Ja0037615	X	X	X	X
2	BH01_0.3	Jan 22, 2025		Soil	M25-Ja0037616	X	X	X	X
3	BH02_0.1	Jan 22, 2025		Soil	M25-Ja0037617	X	X	X	X
4	BH02_0.3	Jan 22, 2025		Soil	M25-Ja0037618	X	X	X	X
5	BH03_0.1	Jan 22, 2025		Soil	M25-Ja0037619	X	X	X	X
6	BH03_0.3	Jan 22, 2025		Soil	M25-Ja0037620	X	X	X	X
7	BH04_0.1	Jan 22, 2025		Soil	M25-Ja0037621	X	X	X	X
8	BH04_0.3	Jan 22, 2025		Soil	M25-Ja0037622	X	X	X	X
9	BH05_0.1	Jan 22, 2025		Soil	M25-Ja0037623	X	X	X	X
10	BH05_0.3	Jan 22, 2025		Soil	M25-Ja0037624	X	X	X	X
Test Counts						10	10	10	10

Internal Quality Control Review and Glossary

General

- Laboratory QC results for Method Blanks, Duplicates, Matrix Spikes, and Laboratory Control Samples follow guidelines delineated in the National Environment Protection (Assessment of Site Contamination) Measure 1999, as amended May 2013. They are included in this QC report where applicable. Additional QC data may be available on request.
- Unless otherwise stated, all soil/sediment/solid results are reported on a dry weight basis.
- Unless otherwise stated, all biota/food results are reported on a wet weight basis on the edible portion.
- For CEC results where the sample's origin is unknown or environmentally contaminated, the results should be used advisedly.
- Actual LORs are matrix dependent. Quoted LORs may be raised where sample extracts are diluted due to interferences.
- Results are uncorrected for matrix spikes or surrogate recoveries except for PFAS compounds where annotated.
- SVOC analysis on waters is performed on homogenised, unfiltered samples unless noted otherwise.
- Samples were analysed on an 'as received' basis.
- Information identified in this report with **blue** colour indicates data provided by customers that may have an impact on the results.
- This report replaces any interim results previously issued.

Holding Times

Please refer to the 'Sample Preservation and Container Guide' for holding times (QS3001).

For samples received on the last day of holding time, notification of testing requirements should have been received at least 6 hours before sample receipt deadlines as stated on the SRA.

If the Laboratory did not receive the information in the required timeframe, and despite any other integrity issues, suitably qualified results may still be reported.

Holding times apply from the sampling date; therefore, compliance with these may be outside the laboratory's control.

For VOCs containing vinyl chloride, styrene and 2-chloroethyl vinyl ether, the holding time is seven days; however, for all other VOCs, such as BTEX or C6-10 TRH, the holding time is 14 days.

Units

mg/kg: milligrams per kilogram	mg/L: milligrams per litre	ppm: parts per million
µg/L: micrograms per litre	ppb: parts per billion	%: Percentage
org/100 mL: Organisms per 100 millilitres	NTU: Nephelometric Turbidity Units	MPN/100 mL: Most Probable Number of organisms per 100 millilitres
CFU: Colony Forming Unit	Colour: Pt-Co Units (CU)	

Terms

APHA	American Public Health Association
CEC	Cation Exchange Capacity
COC	Chain of Custody
CP	Client Parent - QC was performed on samples pertaining to this report
CRM	Certified Reference Material (ISO17034) - reported as percent recovery.
Dry	Where moisture has been determined on a solid sample, the result is expressed on a dry weight basis.
Duplicate	A second piece of analysis from the same sample and reported in the same units as the result to show comparison.
LOR	Limit of Reporting.
LCS	Laboratory Control Sample - reported as percent recovery.
Method Blank	In the case of solid samples, these are performed on laboratory-certified clean sands and in the case of water samples, these are performed on de-ionised water.
NCP	Non-Client Parent - QC performed on samples not pertaining to this report, QC represents the sequence or batch that client samples were analysed within.
RPD	Relative Percent Difference between two Duplicate pieces of analysis.
SPIKE	Addition of the analyte to the sample and reported as percentage recovery.
SRA	Sample Receipt Advice
Surr - Surrogate	The addition of a similar compound to the analyte target is reported as percentage recovery. See below for acceptance criteria.
TBTO	Tributyltin oxide (<i>bis</i> -tributyltin oxide) - individual tributyltin compounds cannot be identified separately in the environment; however, free tributyltin was measured, and its values were converted stoichiometrically into tributyltin oxide for comparison with regulatory limits.
TCLP	Toxicity Characteristic Leaching Procedure
TEQ	Toxic Equivalency Quotient or Total Equivalence
QSM	US Department of Defense Quality Systems Manual Version 6.0
US EPA	United States Environmental Protection Agency
WA DWER	Sum of PFBA, PFPeA, PFHxA, PFHpA, PFOA, PFBS, PFHxS, PFOS, 6:2 FTSA, 8:2 FTSA

QC - Acceptance Criteria

The acceptance criteria should only be used as a guide and may be different when site-specific Sampling Analysis and Quality Plan (SAQP) have been implemented.

RPD Duplicates: Global RPD Duplicates Acceptance Criteria is ≤30%; however, the following acceptance guidelines are equally applicable:

Results <10 times the LOR:	No Limit
Results between 10-20 times the LOR:	RPD must lie between 0-50%
Results >20 times the LOR:	RPD must lie between 0-30%

NOTE: pH duplicates are reported as a range, not as RPD

Surrogate Recoveries: Recoveries must lie between 20-130% for Speciated Phenols & 50-150% for PFAS. SVOCs recoveries 20 – 150%, VOC recoveries 50 – 150%

PFAS field samples containing surrogate recoveries above the QC limit designated in QSM 6.0, where no positive PFAS results have been reported or reviewed, and no data was affected.

QC Data General Comments

- Where a result is reported as less than (<), higher than the nominated LOR, this is due to either matrix interference, extract dilution required due to interferences or contaminant levels within the sample, high moisture content or insufficient sample provided.
- Duplicate data shown within this report that states the word "BATCH" is a Batch Duplicate from outside of your sample batch but within the laboratory sample batch at a 1:10 ratio. The Parent and Duplicate data shown are not data from your samples.
- pH and Free Chlorine analysed in the laboratory - Analysis on this test must begin within 30 minutes of sampling. Therefore, laboratory analysis is unlikely to be completed within holding time. Analysis will begin as soon as possible after sample receipt.
- Recovery Data (Spikes & Surrogates) - where chromatographic interference does not allow the determination of recovery, the term "INT" appears against that analyte.
- For Matrix Spikes and LCS results, a dash "-" in the report means that the specific analyte was not added to the QC sample.
- Duplicate RPDs are calculated from raw analytical data; thus, it is possible to have two sets of data.

Quality Control Results

Test				Units	Result 1			Acceptance Limits	Pass Limits	Qualifying Code	
Method Blank											
Organochlorine Pesticides											
Aldrin				mg/kg	< 0.05			0.05	Pass		
Dieldrin				mg/kg	< 0.05			0.05	Pass		
Method Blank											
Organochlorine Pesticides											
Aldrin				mg/kg	< 0.05			0.05	Pass		
Dieldrin				mg/kg	< 0.05			0.05	Pass		
LCS - % Recovery											
Organochlorine Pesticides											
Aldrin				%	84			70-130	Pass		
Dieldrin				%	108			70-130	Pass		
LCS - % Recovery											
Organochlorine Pesticides											
Aldrin				%	84			70-130	Pass		
Dieldrin				%	108			70-130	Pass		
Test	Lab Sample ID	QA Source	Units	Result 1			Acceptance Limits	Pass Limits	Qualifying Code		
Spike - % Recovery											
Organochlorine Pesticides											
Aldrin				M25-Ja0037624	CP	%	88		70-130	Pass	
Dieldrin				M25-Ja0037624	CP	%	81		70-130	Pass	
Test	Lab Sample ID	QA Source	Units	Result 1			Acceptance Limits	Pass Limits	Qualifying Code		
Duplicate											
Sample Properties											
% Moisture				M25-Ja0037437	NCP	%	27	23	17	30%	Pass
Duplicate											
Organochlorine Pesticides											
Aldrin				M25-Ja0037618	CP	mg/kg	< 0.05	< 0.05	<1	30%	Pass
Dieldrin				M25-Ja0037618	CP	mg/kg	< 0.05	< 0.05	<1	30%	Pass

Comments**Sample Integrity**

Custody Seals Intact (if used)	N/A
Attempt to Chill was evident	Yes
Sample correctly preserved	Yes
Appropriate sample containers have been used	Yes
Sample containers for volatile analysis received with minimal headspace	Yes
Samples received within HoldingTime	Yes
Some samples have been subcontracted	No

Authorised by:

Catherine Wilson Analytical Services Manager
Joseph Edouard Senior Analyst-Organic



Glenn Jackson
Managing Director

Final Report – this report replaces any previously issued Report

- Indicates Not Requested

* Indicates NATA accreditation does not cover the performance of this service

Measurement uncertainty of test data is available on request or please [click here](#).

Eurofins shall not be liable for loss, cost, damages or expenses incurred by the client, or any other person or company, resulting from the use of any information or interpretation given in this report. In no case shall Eurofins be liable for consequential damages including, but not limited to, lost profits, damages for failure to meet deadlines and lost production arising from this report. This document shall not be reproduced except in full and relates only to the items tested. Unless indicated otherwise, the tests were performed on the samples as received.

APPENDIX F – PREVIOUS REPORT RESULTS



NATIONAL ORGANOCHLORINE RESIDUE
MANAGEMENT PROGRAM



Natural Resources
and Environment

AGRICULTURE
RESOURCES
CONSERVATION
LAND MANAGEMENT

CATHY PAWSEY
SPECIAL PROJECTS
OFFICER – CHEMICAL
RESIDUES
GEELONG AGRICULTURE
CENTRE
BOX 103
GEELONG 3220

Telephone: 03 5226 4667
Facsimile : 03 5222 2364

4/8/00

P & K Stow
671 Banks Rd
Marcus Hill Vic 3222

SOIL TEST RESULTS FOR PROPERTY: 671 Banks Rd, Marcus Hill

Dear Mr & Mrs Stow,

On 20/6/00 Mr Tom Gartlan 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.

The information contained in this letter documents the results of the soil test of your property. Soil test results are summarised below:

SAMPLE DATE	PADDOCK DETAILS		TEST RESULTS in ppm		
	Paddock Name	Area (Ha) (approx.)	Dieldrin	DDT	Other OCs
20/6/00	Cresswell Rd end		0.16	<0.02	<0.02
20/6/00	Bellarine Hwy end		0.23	<0.02	<0.02

The main contaminants detected were dieldrin on the Cresswell Rd end and Bellarine Hwy end of the property. A map showing the tested site is attached for your information.

Based on these test results, livestock grazing this site may accumulate dieldrin to levels exceeding current Maximum Residue Limit (MRL). 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 MRL's of 0.2ppm and 5ppm respectively are contaminated and are unsuitable for human consumption.

Recent studies indicate that OC's disappear at a very slow rate from the soil. The locations on your property where dieldrin/DDT is present are likely to remain contaminated for many decades.

As a rule of thumb, paddocks with more than 0.06 ppm dieldrin and more than 1 ppm DDT in the soil are regarded as a serious chemical residue risk for grazing livestock. However, paddocks which have tested below 0.06 ppm for dieldrin and 1ppm for DDT can still be a risk to grazing livestock, particularly cattle. This is because OC chemicals are typically unevenly distributed within a contaminated area. As it is not possible to sample every part of a paddock or farm, even a nil or very low test result may not reflect the true OC status of the area tested.

A copy of the recently enacted Order under the Agriculture and Veterinary Chemicals (Control of Use) Act 1992 relating to sale of contaminated stock is attached for your reference. Producers who sell contaminated stock in breach of this Order face prosecution under the Act and risk having restrictions placed on the future movement and marketing of their livestock.

Please note this document qualifies as a Notice under Section 32(2) (e) of the Sale of Land Act 1962 and therefore should be disclosed on the Vendor Statement should you decide to sell all or part of the contaminated land.

I have allocated a property identification code (tailtag number) to your property for administration purposes, this number is 3GGPP032, if you were to ever apply for tailtags to sell cattle you would need to quote this number. A testing classification of T2 (refer to attached letter) has also been allocated to this tag, this classification is only relevant if you were to graze cattle and subsequently sell them for slaughter. If you decide to graze cattle on this property please contact me so we can discuss the necessary management strategies to ensure that contaminated cattle are not sold.

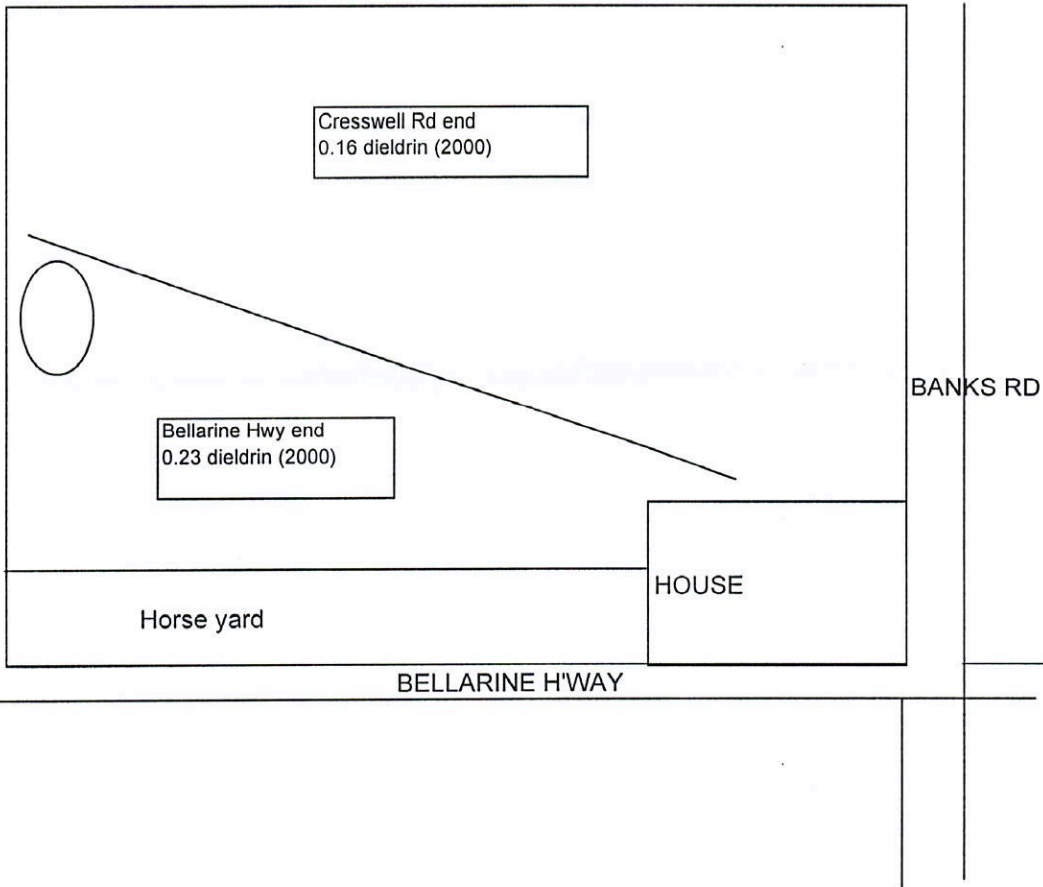
If there are any issues you wish to discuss, please do not hesitate to contact me at the Department's Geelong office on (0352) 264667.

Yours sincerely,

Cathy Pawsey
Special Projects Officer – Chemical Residues
South West Region

2.6 PROPERTY MAP

Attach or merge document as appropriate



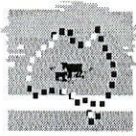
Attachment 1

AGRICULTURAL AND VETERINARY CHEMICALS (CONTROL OF USE) ACT 1992

CONTAMINATED STOCK ORDER

The Governor in Council makes the following order under Section 48 of the **Agricultural and Veterinary Chemicals (Control of Use) Act 1992** in relation to regulating contaminated stock.

- I. Contaminated stock must not be -
 - i. offered for sale or sold unless the purchaser is advised by the seller in writing of the contaminated status of the stock and the purchaser has signed and dated a written acknowledgment that he has received advice from the seller in writing of the contaminated status of the stock and that the purchaser accepts the contaminated stock;
 - ii. dispatched by the owner or the person responsible for the husbandry of the stock other than for decontamination purposes or slaughter for other than human consumption.
 - II. Nothing short of the production of the written acknowledgment, or a copy thereof, which has been signed and dated in accordance with paragraph (i) of clause 1 of this Order, will constitute evidence that the requirement in paragraph (i) of clause 1 of this Order has been satisfied.
 - III. Contaminated stock may be slaughtered only when the carcass is not for human consumption.
 - IV. The Order made under section 48 of the **Agricultural and Veterinary Chemicals (Control of Use) Act 1992** on 25 July 1995 and published in the Government Gazette on 27 July 1995 is revoked.
-



NATIONAL ORGANOCHLORINE RESIDUE
MANAGEMENT PROGRAM



Natural Resources
and Environment

AGRICULTURE
RESOURCES
CONSERVATION
LAND MANAGEMENT

CATHY PAWSEY
SPECIAL PROJECTS OFFICER
- CHEMICAL RESIDUES
**GEELONG AGRICULTURE
CENTRE**
BOX 103
GEELONG 3220

Telephone: 03 5226 4667
Facsimile : 03 5222 2364

15/6/00

P & K Stow
671 Banks Rd
Marcus Hill Vic 3226

Dear Mr & Mrs Stow,

I am presently reviewing departmental files for the National Organochlorine Residue Management (NORM) Program. 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.

I am writing to you, following my phone call today, as the current owners of 1902 - 1920 Bellarine Hwy, Marcus Hill, to ensure you are aware of its organochlorine contaminated status.

The information contained below documents the results of the soil test of your property:

SAMPLE DATE	PADDOCK DETAILS		TEST RESULTS in ppm		
	Paddock Name	Area (Ha) (approx.)	Dieldrin	DDT	Other OCs
3/12/92	Whole property		0.27		

The main contaminant detected was dieldrin on the whole property. As discussed I will organise a soil test of the property to establish the current level, Tom Gartlan will contact you to arrange a time.

Based on these test results, livestock grazing this area may accumulate dieldrin to levels exceeding current Maximum Residue Limit (MRL). 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 MRL's of 0.2ppm and 5ppm respectively are contaminated and are unsuitable for human consumption.

Recent studies indicate that OCs disappear at a very slow rate from the soil. The locations on your property where dieldrin/DDT is present are likely to remain contaminated for many decades.

As a rule of thumb, paddocks with more than 0.06 ppm dieldrin and more than 1 ppm DDT in the soil are regarded as a serious chemical residue risk for grazing livestock. However, paddocks which have tested below 0.06 ppm for dieldrin and 1ppm for DDT can still be a risk to grazing livestock, particularly cattle. This is because OC chemicals are typically unevenly distributed within a contaminated area. As it is not possible to sample every part of a paddock or farm, even a nil or very low test result may not reflect the true OC status of the area tested.

You advised me the property will be used for growing lucerne for the grazing of sheep. As discussed it is important that it is not grazed or cut too low, for hay the recommended height above ground to cut is 10cm. You also need to minimise dust contamination. If you are grazing fat lambs on this pasture I would recommend they have a period of grazing on clean land prior to sale, the period of decontamination will depend on the length of time they graze the contaminated land and how low they graze the lucerne.

If you are grazing cattle or plan to introduce cattle onto your property in the future for any purpose, please contact the Department of Natural Resources and Environment for advice on how to responsibly manage these cattle to prevent them becoming contaminated with unacceptable organochlorine residues.

A copy of the recently enacted Order under the Agriculture and Veterinary Chemicals (Control of Use) Act 1992 relating to sale of contaminated stock is attached for your reference. Producers who sell contaminated stock in breach of this Order face prosecution under the Act and risk having restrictions placed on the future movement and marketing of their livestock.

Please note this document qualifies as a Notice under Section 32(2) (e) of the Sale of Land Act 1962 and therefore should be disclosed on the Vendor Statement should you decide to sell all or part of the contaminated land.

If there are any issues you wish to discuss, please do not hesitate to contact me at the Department's Geelong office on 03 5226 4667.

Yours sincerely,



Cathy Pawsey
Special Projects Officer – Chemical Residues
South West Region

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 - ii. dispatched by the owner or the person responsible for the husbandry of the stock other than for decontamination purposes or slaughter for other than human consumption.
 - II. Nothing short of the production of the written acknowledgment, or a copy thereof, which has been signed and dated in accordance with paragraph (i) of clause 1 of this Order, will constitute evidence that the requirement in paragraph (i) of clause 1 of this Order has been satisfied.
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-