REIV
THE DIFFERENCE

LAW INSTITUTE VICTORIA

Contract of sale of land

Property: 4 Carpenters Lane North, Hastings 3915

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AICVIC

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LAW INSTITUTE VICTORIA

Contract of sale of land

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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

Approval

This contract is approved as a standard form of contract under section 53A of the *Estate Agents Act* 1980 by the Law Institute of Victoria Limited. The Law Institute of Victoria Limited is authorised to approve this form under the *Legal Profession Uniform Law Application Act* 2014.

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WARNING TO ESTATE AGENTS
DO NOT USE THIS CONTRACT FOR SALES OF 'OFF THE PLAN' PROPERTIES UNLESS IT HAS BEEN PREPARED BY A LEGAL PRACTICIONER

WARNING: YOU SHOULD CONSIDER THE EFFECT (IF ANY) THAT THE WINDFALL GAINS TAX MAY HAVE ON THE SALE OF LAND UNDER THIS CONTRACT.

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:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on ...../...../.....

for and on behalf of:

....
Name of individual Signature of individual

State nature of authority (if applicable):

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on ...../...../.....

for and on behalf of:

.....
Name of individual

.....
Signature of individual

State nature of authority (if applicable):

WHERE SIGNATORY IS A COMPANY

EXECUTED by .....

ABN: .....
in accordance with the requirements of s.127
Corporations Act 2001 (Cth) by:

.....
Name of director

.....
Signature of director

.....
Name of director/secretary

.....
Signature of director/secretary

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:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on ...../...../.....

for and on behalf of:

MARY GRACE SCHNEIDER

.....
Name of individual

.....
Signature of individual

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: O'Brien Real Estate
Address: Shop 3/1065 Frankston Flinders Road, Somerville, VIC 3912

Email: somerville@obre.com.au

Tel: 5977 8877 Mob: 0431 188 166 Fax: Ref:

Vendor
Name: **MARY GRACE SCHNEIDER**
Address: 4 Carpenters Lane North, Hastings, VIC 3915

Vendor's legal practitioner or conveyancer
Name: David Gibbs & Associates
Address: 2 High Street, Hastings VIC 3915
Email: convey@davidgibbs.com.au

Tel: : (03) 5979 2955 Mob: Fax: (03) 5979 3552 Ref: FW:42315

Purchaser
Name:.....

Address:.....

ABN/ACN:.....

Email:.....

Purchaser's legal practitioner or conveyancer

Name:.....

Address:.....

Email:.....

Tel: ..... Fax: ..... DX:..... Ref: .....

Land (general conditions 7 and 13)
The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	9186	Folio	512	1	PS118745
Volume		Folio			

If no title or plan references 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.

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Property address

The address of the land is 4 Carpenters Lane North, Hastings 3915

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.

Payment

Price $

Deposit $ by (of which $ has been paid)

Balance $ payable at settlement

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ 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

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 with options to renew, each of years

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:

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Lender:
(or another lender chosen by the purchaser)

Loan amount: no more than Approval date:

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

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Special conditions

Instructions: *It is recommended that when adding 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 the last page; and*
- *attach additional pages if there is not enough space.*

1 DEFINITIONS

1.1 Defined Terms

In this Contract:

Authorisation means:

(a) an authorisation, consent, right, certificate, licence, permit, declaration, exemption, notarisation or waiver, however described (including any renewal or partial renewal); and

(b) any authorisation or consent regarded as given by an Authority where, in relation to something that can be prohibited or restricted by law if the Authority takes action within a specified period, that period expires without that action being taken;

Authority means any government, semi-government, administrative, municipal or judicial body, authority or entity exercising any powers or functions under any law;

Bank means an authorised deposit-taking institution under Section 9(3) of the *Banking Act 1959 (Cth)*;

Building means all existing buildings, structures and improvements on the Property except for any that do not belong to the Vendor;

Business Day means a day that is not a Saturday, Sunday, public holiday or bank holiday in Melbourne, Victoria;

Commercial and Industrial Property Tax Reform Act means the *Commercial and Industrial Property Tax Reform Act 2024 (Vic)*;

Contaminant means a solid, liquid, gas, odour, heat, sound, vibration, radiation or substance (including asbestos) which makes or may make the property or the surrounding environment:

(a) noxious or poisonous;

(b) harmful or potentially harmful to the health, welfare or safety of human beings;

(c) poisonous, harmful or potentially harmful to animals, birds, wildlife, fish or other aquatic life;

(d) poisonous, harmful or potentially harmful to plants or vegetation;

(e) noxious, poisonous or offensive to the senses of human beings;

(f) otherwise environmentally degraded or degrading; or

(g) not comply with any application, environmental law or regulation.

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Contract means this contract of sale of land including any schedules and annexures;

Corporations Act means the *Corporations Act 2001 (Cth)*;

Date Settlement is Due means the date specified in the Particulars of Sale as the date upon which settlement is due to occur;

Day of Sale is the date specified in the Contract of sale of land signing page attached to this Contract;

General Conditions means the general conditions attached to this Contract;

GST has the meaning set out in the GST Act and includes any replacement or similar tax;

GST Act means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*;

Guarantee means a guarantee and indemnity in the form of the guarantee and indemnity attached to this Contract marked 'Guarantee and Indemnity';

Land Tax Act means the *Land Tax Act 2005 (Vic)*;

Lease means the lease or tenancy agreement disclosed in the Vendor Statement.

Legal Profession Uniform Law Application Act means the *Legal Profession Uniform Law Application Act 2014 (Vic)*;

Net Interest means all interest earned by the investment of the Deposit, less all Bank charges and federal and state taxes and charges payable on that investment;

Outgoings and **Periodic Outgoings** means all rates, taxes, assessments, fire insurance premiums and any other income or expenses which apply to the Property, excluding any amounts to which Section 10G of the Sale of Land Act applies, unless the Price exceeds the threshold amount (as defined in Section 10I of the Sale of Land Act), and windfall gains tax (as defined in the Taxation Administration Act that has been assessed on or before the Day of Sale;

Sale of Land Act means the *Sale of Land Act 1962 (Vic)*;

Statement of Adjustments means a statement dealing with Outgoings, in the terms of Special Condition 1.1 or General Condition 23;

Subdivision Act means the *Subdivision Act 1988 (Vic)*;

Taxation Administration Act means the *Taxation Administration Act 1997 (Vic);*

Transfer means the instrument of transfer of land required to enable the Purchaser to become registered proprietor of the Land; and

Vendor Statement means the statement given by the Vendor to the Purchaser under Section 32 of the Sale of Land Act.

Windfall Gains Tax Act means the *Windfall Gains Tax Act 2021 (Vic);*

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1.2 Incorporated definitions

A word or phrase (other than one defined in special condition 1) specified in the Particulars of Sale is incorporated as a defined term with the same meaning in this Contract.

2. INTERPRETATION

In this Contract, unless the context requires otherwise:

(a) the singular includes the plural and vice versa;

(b) a gender includes the other genders;

(c) the word "person" includes a natural person and any body or entity whether incorporated or not;

(d) a heading may be used to help interpretation, but is not legally binding;

(e) a reference to all or any part of a statute, ordinance or other law (**statute**) includes:

(i) any rules, regulations or other instruments made under that statute; and

(ii) that statute as amended, consolidated, re-enacted or replaced from time to time;

(f) a reference to any party to this Contract includes that party's successors, personal representatives and permitted assigns;

(g) if two or more people are described as a party, each person is:

(i) liable for their obligations; and

(ii) entitled to their rights, jointly and severally;

(h) other grammatical forms of defined words or phrases have corresponding meanings;

(i) a reference to a document includes the document as modified from time to time and any document replacing it;

(j) where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next Business Day;

(k) the word "month" means calendar month and the word "year" means 12 months;

(l) references to time are to Australian eastern time;

(m) the words "in writing" include any communication sent by letter, facsimile transmission or email or any other form of communication capable of being read by the recipient;

(n) a reference to a thing includes a part of that thing;

(o) the word "include", when introducing a list of things, does not limit the meaning of the words to which the list relates to those things or to things of a similar kind;

(p) a reference to any agency or body:

(i) which ceases to exist;

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(ii) is reconstituted, renamed or replaced; or

(iii) has its powers or functions removed,means the agency or body which replaces it, or which has substantially the same powers or functions.

(q) examples are descriptive only and not exhaustive;

(r) a provision must not be construed against a party merely because that party was responsible for preparing this Contract or that provision;

(s) where the Vendor must provide the Vendor's consent, the consent may be given conditionally or unconditionally or withheld in the absolute discretion of the Vendor if the Vendor is unable to obtain any necessary Authorisation; and

(t) money amounts are stated in Australian currency.

3 AMENDMENT OF GENERAL CONDITIONS

3.1 General Conditions amended

These General Conditions are amended as follows:

(a) General Condition 17.2: after the words "Where settlement is not conducted electronically, settlement" add "will be on the date specified in the particulars of sale and";

(b) General Condition 17.3: delete the words "during the time available for settlement in the operating time of the settling ELNO" and replace with the words "on the date specified in the particulars of sale and between the hours of 10.00am and 5.00pm unless the parties agree otherwise";

(c) General Condition 31.3: delete the words "but may claim compensation from the Vendor after settlement".

3.2 General Conditions deleted

These General Conditions do not apply to this Contract:

(a) General Condition 4 (Nominee);

(b) General Condition 29 (Inspection);

(c) General Condition 33 (Interest).

4 ACKNOWLEDGMENT OF DOCUMENTS

The Purchaser acknowledges being given a Vendor Statement and Due Diligence Checklist, in the form prescribed by Consumer Affairs Victoria, before paying any money under this Contract or signing this Contract.

5 AUTHORITY TO SIGN

Without affecting the generality of General Condition 2, if a person signs this Contract on behalf of a purchaser which is a corporation (within the meaning of the Corporations Act), that person:

(a) warrants in a personal capacity to the Vendor that they have the authority to enter this Contract on

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behalf of the Purchaser; and

(b) if the warranty in paragraph (a) is false, acknowledges and agrees that they will be personally liable for the performance of the Purchaser's obligations.

6 CONSENTS AND APPROVALS

Where anything depends on the consent or approval of the Vendor then, unless this Contract states otherwise, that consent or approval may be given conditionally or unconditionally or withheld, in the absolute discretion of the Vendor.

7 COSTS OF DEFAULT

The Purchaser must pay any costs and expenses (on a full indemnity basis) incurred by the Vendor because of the Purchaser's default under this Contract. This includes:

(a) legal costs and disbursements (on a solicitors and client basis) incurred in preparing and serving any notice and obtaining legal advice; and

(b) any additional costs incurred by the Vendor, including but not limited to borrowing expenses, reasonable losses, damages, costs, expenses and liabilities, however arising, including those that are prospective or contingent and those the amount of which is not ascertained or ascertainable, and includes (wherever applicable) without limitation:

(i) loss of profit or expected profit;

(ii) diminution in value;

(iii) all reasonable legal costs and disbursements on a solicitor and own client basis;

(iv) all bank or finance company fees or charges;

(v) all additional interest payable to lenders; and

all reasonable costs incurred by the Vendor either directly or indirectly in reselling the Land including but not limited to the reasonable cost of marketing, advertising and commissions.

8 COUNTERPARTS

If this Contract consists of a number of signed counterparts, each is an original and all of the counterparts together comprise the same document.

9 FURTHER ACTION

A party must do all things and execute all documents that are reasonably necessary to give effect to this Contract:

(a) unless this Contract states otherwise, at that party's own expense; and

(b) within a reasonable time of being requested by another party to do so.

10 GOVERNING LAW AND JURISDICTION

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(a) This Contract is governed by the laws of Victoria.

(b) The parties submit to the exclusive jurisdiction of the courts of Victoria.

11 NO MERGER

Any provision of this Contract which can take effect after settlement does not merge on settlement and continues to bind the parties.

12 NO RIGHT OF SET OFF

Unless this Contract states otherwise, a party has no right of set-off against a payment due to another party.

13 NO WAIVER

(a) A party does not waive a right simply because it:

(i) fails to exercise the right;

(ii) delays exercising the right; or

(iii) only exercises a part of the right.

(b) A single exercise of a right does not prevent a further exercise of it or the exercise of any other right.

(c) A waiver of a breach does not operate as a waiver of any other breach.

14 OPERATION OF INDEMNITIES

Unless this Contract states otherwise:

(a) each indemnity in this Contract survives the settlement or termination of this Contract;

(b) each indemnity is separate and independent from any other indemnities or obligations; and

(c) the Vendor may recover payment under an indemnity in this Contract before it makes the payment in respect of which the indemnity is given.

15 UNENFORCEABLE PROVISION

If any provision of this Contract is or becomes void, illegal, invalid or unenforceable then:

(a) where that provision can be read down so as to make it valid and enforceable, it must be read down to the minimum extent necessary to achieve that result; and

(b) in any other case, the provision must be severed from this Contract. The remaining provisions of this Contract will operate as if the severed provision had not been included.

16 VARIATION

Any variation of this Contract must be in writing and signed by the parties.

17 CONDITION OF PROPERTY

17.1 Purchaser's warranty

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The Purchaser warrants to the Vendor that the Purchaser has inspected the land and made its own enquiries concerning the matters relating to this Contract. In particular, the Purchaser warrants that the Purchaser:

(a) buys the land and the goods sold with the land because of the Purchaser's own inspection and enquiries;

(b) accepts the condition of the land and the goods sold with the land at the Day of Sale;

(c) accepts the zoning and planning restrictions affecting the land and how the land may be used and developed;

(d) will be responsible for obtaining any planning approval for any use or development of the land and acknowledges that the Vendor has not made any representations or statements about the use or development that may be approved by a planning authority;

(e) accepts the terms of any easements and encumbrances affecting the land whether registered or unregistered; and

(f) is aware that this Contract sets out the whole agreement between the parties and the Purchaser warrants that it has not:

(i) relied on any information, statement, representation, warranty or undertaking made by or on behalf of the Vendor in relation to the subject matter of this Contract; nor

(ii) been induced to enter this Contract by any information, statement, representation, warranty or undertaking except by any expressly included in this Contract.

17.2 Purchaser accepts restrictions

The Purchaser buys the land subject to:

(a) all relevant legislation;

(b) any restrictions on its use or development under the Planning and Environment Act 1987 (Vic), the Building Act 1993 (Vic), the Subdivision Act and the Environment Protection Act 2017 (Vic) and any planning scheme, permit, building control or environmental control; and

(c) any registered or unregistered easement or encumbrance.

17.3 No compensation or requisition

The Purchaser must not make any requisition or objection, claim any compensation or damages, refuse to pay the Price or delay settlement because of any matter referred to in this special condition 17.

18 REPRESENTATION AND WARRANTY AS TO BUILDING AND IMPROVEMENTS

The Purchaser acknowledges that the Vendor has not, nor has anyone on the Vendor's behalf, made any representation or warranty as to the fitness for any particular purpose or otherwise of the property or that any structures or improvements comply with the current or any building regulations and the Purchaser expressly releases the Vendor and/or the Vendor's Agents from any demands in respect thereof.

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19 SWIMMING POOL

If the land includes a swimming pool, spa or pond (pool), the Purchaser acknowledges and agrees that:

(a) the Purchaser has made its own enquiries regarding the obligations of the landowner with respect to the pool and any existing or required safety barrier(s);

(b) from settlement the Purchaser will need to comply with the Building Act 1993 (Vic) (and its regulations) regarding the pool and any associated or required safety barrier(s);

(c) the Purchaser shall not make any claim against the Vendor in relation to the pool or any existing or required safety barrier(s);

(d) the Purchaser shall indemnify the Vendor against any costs associated with the pool (including any existing or required safety barrier(s)); and

(e) neither the vendor nor the vendor's estate agent has made any representations or warranties in relation to the pool or any safety barrier(s).

20 REPRESENTATION AND WARRANTY AS TO SOLAR PANELS

If the property includes solar panels, the Purchaser acknowledges that the Vendor has not, nor has anyone on the Vendor's behalf, made any representation or warranty with respect to the solar panels in relation to their condition, state of repair, fitness for the purpose for which they were installed, or in regard to any PV solar feed-in to the electricity grid, or any other benefit arising from the electricity generated by the solar panels and the Purchaser expressly releases the Vendor and/or the Vendor's Agents from any demands in respect thereof.

21 ENVIRONMENTAL MATTERS

The Purchaser:

(a) acknowledges that it has purchased the property in its present condition and has entered into this Contract on that basis;

(b) acknowledges that the Purchaser assumes all risk of loss, damage, liability or injury to any person, corporation or property resulting in any way from the use of the property or existence or previous existence of any underground storage tank or tanks (including, without limitation, leakage or spillage of oil or other products) or the presence of any Contaminant (including but not limited to asbestos) which may be in or on the improvements or any fixtures, fittings or installations in, to or on the improvements or in, on or under the property;

(c) releases and discharges the Vendor and the Vendor's successors, assigns, employees, consultants and agents from and against all claims (for performance and otherwise), suits, demands and actions of every description whatsoever and whenever occurring which the Purchaser has, may have, or which may accrue in the future or which, but for the execution of this Contract, the Purchaser would or might have had against the Vendor as a result of the presence of any Contaminant (including but not limited to asbestos) in, on or under the Land and from and against all claims for costs and expenses in respect of such claims, suits, demands and actions; and

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(d) indemnifies and holds harmless the Vendor and the Vendor's successors, assigns, employees, consultants and agents from and against all loss, damage, liability, claims, suits, demands, financial penalties and actions of every description whatsoever and whenever occurring resulting or arising from the presence of any Contaminant (including but not limited to asbestos) in on or under the Land or on the improvements or any fixtures, fittings or installations (including without any limitation, any costs or expenses incurred in relation to any notice, direction, or order issued or made under any application, environmental law or regulation) and from and against all claims for performance and otherwise, costs and expenses in respect of such loss, damage, liability, claims, suits, demands and actions.

22 SUBMISSION OF TRANSFER

22.1 Delay in Submission

Without limiting the generality of General Condition 17, the Purchaser must prepare the Transfer in PEXA at least 5 Business Days before the Date Settlement is Due.

22.2 Late delivery

Without limiting the generality of General Condition 17, if the Purchaser does not comply with special condition 22.1:

(a) the Vendor is not obliged to settle this Contract until 5 Business Days after the date on which the Purchaser prepares the Transfer in PEXA; and

(b) the Purchaser must pay interest under special condition 27 calculated from and including the Date Settlement is Due to and including the date settlement occurs.

23 LATE SETTLEMENT

If the Purchaser does not comply with General Conditions 17.1(a), 17.2, 17.3 and 17.4 then the Purchaser is taken to be in default in payment of the Balance.

24 PRE-SETTLEMENT INSPECTION

(a) The Purchaser may inspect the condition of the land before the Date Settlement is Due by making an inspection appointment with the Vendor's Agent.

(b) The Vendor retains the right to:

(i) set the time and date of the Purchaser's inspection appointment;

(ii) limit the duration of an inspection appointment; and

(iii) limit the number of people attending an inspection appointment.

(c) The Purchaser is entitled to only one inspection of the land before the Date Settlement is Due.

25 GOODS

The Purchaser obtains ownership of the goods sold with the land on paying the Price.

26 NOMINATION

The Purchaser may nominate an additional or substitute purchaser if:

(a) the Purchaser is not in breach of this Contract;

(b) at least 10 Business Days before the Date Settlement is Due the Purchaser delivers to the Vendor's Legal Practitioner:

(i) a signed notice nominating an additional or substitute purchaser in a form acceptable to the Stave Revenue Office; and

(ii) if the additional or substitute purchaser includes a corporation, a guarantee signed by the directors and any ultimate holding company of that corporation (as defined in the Corporations Act) in the form of the Guarantee; and

(c) The Purchaser remains liable under this Contract even if the Purchaser nominates an additional or substituted purchaser.

(d) The Purchaser indemnifies the Vendor against any claim, action, loss, damage, liability or cost that may be brought against the Vendor or which the Vendor may pay, sustain or incur in respect of any matter (including stamp duty) arising from a nomination under this special condition 26.

27 DEFAULT INTEREST

27.1 Interest on default

If the Purchaser defaults in payment of money owed under this Contract, the Purchaser must pay the Vendor interest at the rate of 5% higher than the rate for the time being fixed under Section 2 of the *Penalty Interest Rates Act 1983 (Vic)*.

27.2 Interest calculation

The interest must be calculated on the amount owed for the period of the default and accrue daily.

27.3 When is interest payable?

The Purchaser must pay any interest due under this special condition 27 on the earlier of:

(a) the Date Settlement is Due; or

(b) the date the Vendor demands payment.

28 PURCHASER'S INDEMNITY

The Purchaser indemnifies the Vendor against all actions, claims, proceedings, demands, liabilities, losses, damages, expenses and costs (including legal costs on a full indemnity basis) that may be brought against the Vendor or which the Vendor may pay, sustain or incur as a direct or indirect result of any one or more of the following:

(a) breach or non-performance of this Contract by the Purchaser;

(b) breach of warranty under this Contract by the Purchaser; or

(c) any act or omission that occurs after settlement concerning the Property and the Goods.

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29 THE VENDOR MAY ASSIGN THIS CONTRACT

29.1 Vendor's right to assign

The Vendor may:

(a) assign the Vendor's rights under this Contract or in the land to another party; and

(b) mortgage, encumber or otherwise deal with its rights and interests under this Contract or in the land.

29.2 Purchaser's continuing obligations

If the Vendor assigns the Vendor's rights under this Contract or in the land to another party, on receipt of notice from the Vendor, the Purchaser must perform the Purchaser's obligations under this Contract in favour of the other party.

30 OUTGOINGS

30.1 Statement of Adjustments

The Purchaser must prepare and deliver a Statement of Adjustments to the Vendor's Legal Practitioner at least 5 Business Days before the Date Settlement is Due.

30.2 Late delivery

If the Purchaser does not comply with special condition 30.1:

(a) the Vendor is not obliged to settle this Contract until 5 Business Days after the date on which the Purchaser delivers the Statement of Adjustments to the Vendor's Legal Practitioner; and

(b) the Purchaser must pay interest under special condition 27 calculated from and including the Date Settlement is Due and including the date settlement occurs.

30.3 Adjustment of property taxes

The parties agree that:

(a) except where otherwise defined in this Contract, capitalised terms used in this special condition have the meanings given to them in the Commercial and Industrial Property Tax Reform Act, Land Tax Act, Windfall Gains Tax Act, Sale of Land Act or other relevant statute;

(b) in accordance with Section 10I of the Sale of Land Act, if the Price is less than the Threshold amount (as defined in Section10I), no adjustment will be made for Land Tax and Commercial and Industrial Property Tax;

(c) if the Price is equal to or greater than the Threshold Amount under Section 10I of the Sale of Land Act, and the sale otherwise meets the conditions of that Section, the Vendor may adjust for Land Tax (calculated on single ownership basis) and Commercial and Industrial Property Tax at settlement;

(d) no adjustment will be made for any Windfall Gains Tax liability assessed on or before the Day of Sale, and the Purchaser will not be required to contribute to any such liability.

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31 WINDFALL GAINS TAX

The parties agree that:

(a) except where otherwise defined in this Contract, capitalised terms used in this special condition have the meanings given to them in the Windfall Gains Tax Act, the Sale of Land Act or other relevant statute;

(b) to the best of the Vendor's knowledge, as at the Day of Sale there is no existing Windfall Gains Tax Liability in respect of the Land;

(c) if a Windfall Gains Tax Event occurs in respect of the Land after the Day of Sale, but prior to Settlement and such event results in a Windfall Gains Tax Liability:

(i) either party may terminate this Contract by written notice to the other party at least 2 days prior to settlement; or

(ii) the Purchaser may, by written notice to the Vendor, elect to proceed with the Contract and pay, or agree to an adjustment on the Statement of Adjustments for, an amount equal to the assessed Windfall Gains Tax Liability at Settlement.

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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 set out at the foot of this page.

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

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(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* (Vic) 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* (Vic) and regulations made under the *Building Act 1993* (Vic).

6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993* (Vic) 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 digital duties form or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as 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.

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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 11.4(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 At least 21 days before the due date for settlement the purchaser must notify the vendor of any registered security interest which the purchaser reasonably requires to be released.

11.12 The vendor may delay settlement until 21 days after the purchaser notifies the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide a notification 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 11.14 applies despite general condition 11.1.

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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. DOMESTIC BUILDING 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

13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* (Vic) before settlement if the land is the subject of a provisional folio under section 23 of that Act.

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* (Vic).

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* (Vic).

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* (Vic) 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.

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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 –

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(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. For the purposes of any electronic transactions legislation (only) the workspace is an electronic address for the service of notices and for written communications.

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 –

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(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 during the hours that the settling ELNO operates in the State of Victoria.

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 with the land 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

(d) 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, unless the margin scheme applies.

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':

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(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 these general conditions –

(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

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(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) (Tax Act) 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 Tax Act. 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 Tax Act ("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

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(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 Tax Act 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 Tax Act. 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 Tax Act or in the GST Act 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 Tax Act 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 Tax Act, 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 Tax Act 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 Tax Act. 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 Tax Act. 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

CARDINIA SHIRE COUNCIL 30 JAN 2026 ACCEPTED

(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 Tax Act, 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 Tax Act. 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 Tax Act 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 Tax Act 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 Tax Act.

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 –

CARPENTERS ARTS PRASTINO

(a) personally; or

(b) by pre-paid post; or

(c) in any manner authorised 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 Any written communication in the workspace of the electronic lodgement network does not constitute service of a notice other than a notice for the purposes of any electronic transactions legislation.

27.6 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* (Vic) –

(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* (Vic); 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 and the purchaser is entitled to possession or receipt of the rents and profits, 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

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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.

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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.

4 CARPENTERS LANE, HASTINGS 3915

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Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

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

Land	4 Carpenters Lane North, Hastings 3915	
Vendor's name	Mary Grace Schneider	**Date** 29/01/2026
Vendor's signature	Mary Schneider	

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

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

1 FINANCIAL MATTERS

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

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

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

	To	

Other particulars (including dates and times of payments):

If any are contained in attached certificates and searches.

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	AVPCC No. 117 – Rural Land & Dwelling
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	☐ Yes ☒ No
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice of property clearance certificate or is as follows	Date: OR ☒ Not applicable

2 INSURANCE

2.1 **Damage and Destruction**

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

Not Applicable.

2.2 **Owner Builder**

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

Not Applicable.

3 LAND USE

3.1 **Easements, Covenants or Other Similar Restrictions**

(a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered): - As shown on PS118745, a drainage easement is located on the southern boundary of the property. The South East Water Asset Information – Water Certificate shows a water supply line located within this easement.

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

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

3.2. Road Access

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

3.3. Designated Bushfire Prone Area

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

3.4. Planning Scheme

Attached is a certificate with the required specified information.

4 NOTICES

4.1. Notice, Order, Declaration, Report or Recommendation

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

Not Applicable.

4.2. Agricultural Chemicals

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

Not Applicable.

4.3. Compulsory Acquisition

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

Not Applicable.

5 BUILDING PERMITS

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

Not Applicable.

6 OWNERS CORPORATION

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

Not Applicable.

7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not Applicable.

8 SERVICES

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

Electricity supply ☐	Gas supply ☒	Water supply ☐	Sewerage ☒	Telephone services ☒

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.

Not Applicable.

10.3. **Further Plan of Subdivision**

This section 10.3 only applies if the land is subject to a subdivision in respect of which a further plan within the meaning of the *Subdivision Act* 1988 is proposed.
Not Applicable.

11 DISCLOSURE OF ENERGY INFORMATION

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

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

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

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

Not Applicable.

12 DUE DILIGENCE CHECKLIST

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

☐ Vacant Residential Land or Land with a Residence

☒ Attach Due Diligence Checklist (this will be attached if ticked)

13 ATTACHMENTS

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

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

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

Register Search Statement – Volume 9186 Folio 512

Plan of Subdivision – LP118745

Planning Property Report

Mornington Peninsula Shire Council – Rates and Valuation Notice 2025/26

South East Water – Water Information Statement

Mornington Peninsula Shire – Building Report

Letter from Mornington Peninsula Shire dated 28 February 2025

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 (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.

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

(04/10/2016)

CONSUMER AFFAIRS VICTORIA

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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 09186 FOLIO 512

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Produced 18/12/2025 10:28 AM

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 118745.
PARENT TITLE Volume 06996 Folio 138
Created by instrument LP118745 01/02/1977

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
MARY GRACE SCHNEIDER of 4 CARPENTERS LANE NORTH HASTINGS VIC 3915
AS574299L 30/09/2019

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AC289619X 26/08/2003
COMMONWEALTH BANK OF AUSTRALIA

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 LP118745 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: 4 CARPENTERS LANE NORTH HASTINGS VIC 3915

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA
Effective from 01/10/2019

DOCUMENT END

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Document Type	**Plan**
Document Identification	**LP118745**
Number of Pages (excluding this cover sheet)	**2**
Document Assembled	**18/12/2025 10:28**

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Delivered by LANDATA®, timestamp 18/12/2025 10:28 Page 1 of 2

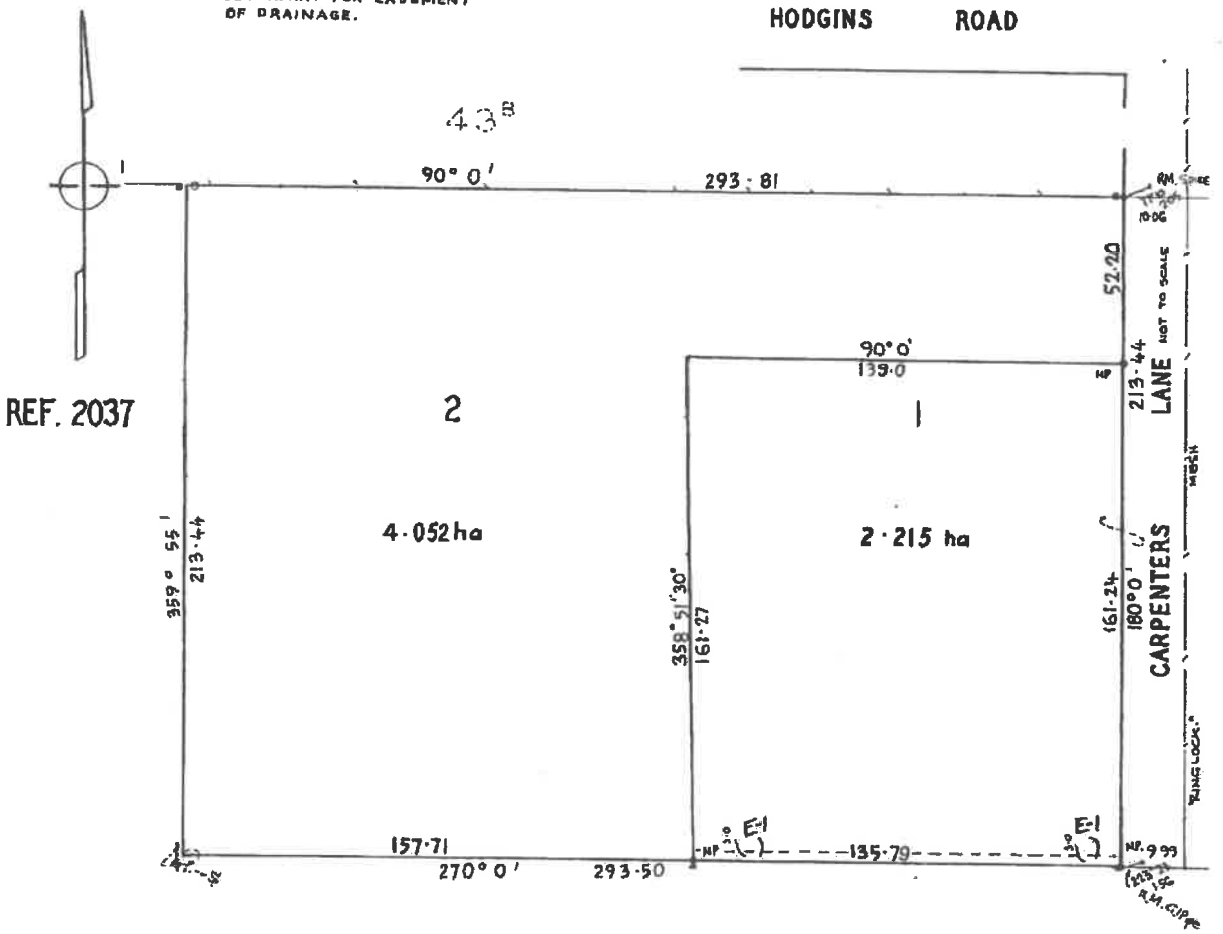
PLAN OF SUBDIVISION
PART OF CROWN ALLOTMENT 42
PARISH OF BITTERN
COUNTY OF MORNINGTON

LP118745
EDITION 1
APPROVED 13/10/76

SCALE
40 20 0 40 60
METRES

APPROPRIATIONS
THE LAND COLOURED BLUE IS SET APART FOR EASEMENT OF DRAINAGE.

COLOUR CONVERSION
E-1 = BLUE



FOR APPROPRIATIONS, ETC,
SEE BACK HEREOF

Delivered by LANDATA®, timestamp 18/12/2025 10:28 Page 2 of 2

118745

SUBDIVISIONAL
CERTIFICATE OF TITLE V. 6996 F. 138

.....

.....

FOR TITLE REFERENCES TO LOTS SEE PARCELS INDEX

BITTERN 18

LP 118745
BACK OF SHEET /

LODGED BY A. J. HUNT, WALSH & Co.

DEALING No. ..... DATE 18th/May/1976

DECLARED BY PETER GRAHAM SPEEDIE

ON 29th/Mar./1976

COUNCIL SHIRE OF HASTINGS

.....

DATE OF CONSENT 6th./April./1976

PLAN MAY BE LODGED ...../...../.....

PLAN APPROVED. DATE 13th./Oct./1976 TIME 3:05 ~~a.m.~~ p.m

THE LAND COLOURED blue
IS APPROPRIATED
OR SET APART FOR
EASEMENTS OF drainage

PLANNING PROPERTY REPORT

Department of Transport and Planning

From www.planning.vic.gov.au at 18 December 2025 10:34 AM

PROPERTY DETAILS

Address:	**4 CARPENTERS LANE N HASTINGS 3915**
Lot and Plan Number:	**Lot 1 LP118745**
Standard Parcel Identifier (SPI):	**1\LP118745**
Local Government Area (Council):	**MORNINGTON PENINSULA** www.mornpen.vic.gov.au
Council Property Number:	**85686**
Planning Scheme:	**Mornington Peninsula** Planning Scheme - Mornington Peninsula
Directory Reference:	**Melway 154 A11**

UTILITIES

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

STATE ELECTORATES

Legislative Council:	**EASTERN VICTORIA**
Legislative Assembly:	**HASTINGS**

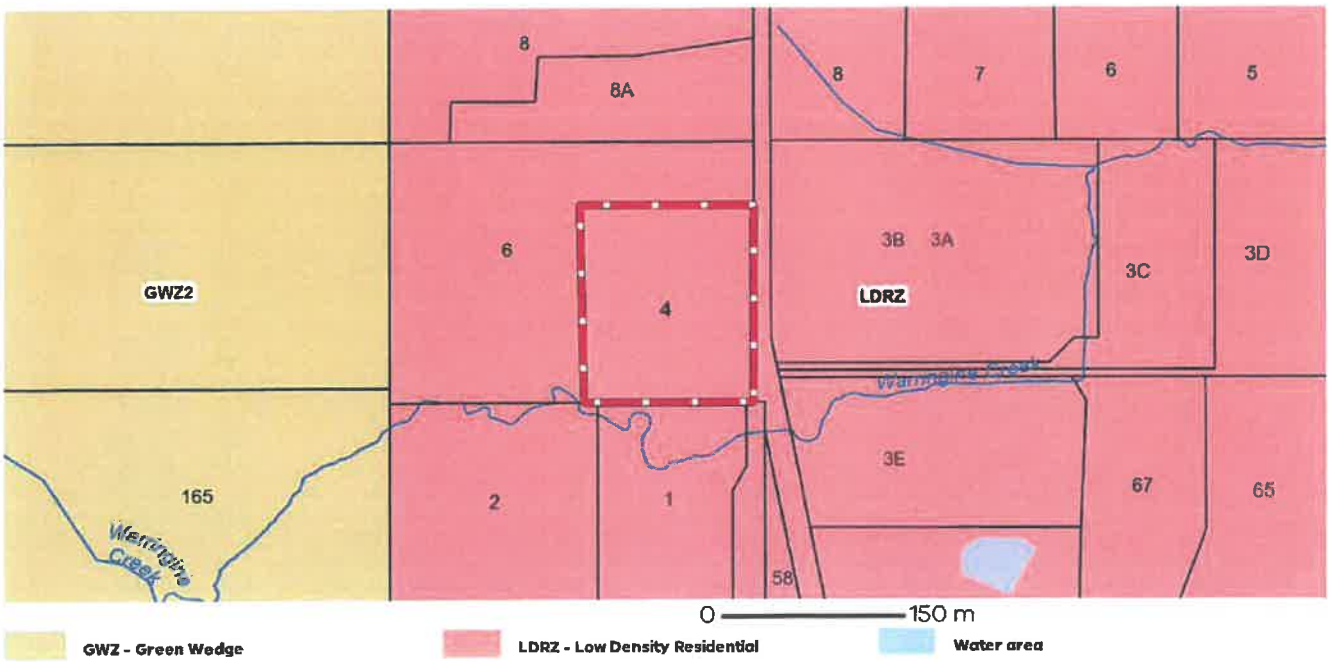
OTHER

Registered Aboriginal Party:	**Bunurong Land Council Aboriginal Corporation**
Fire Authority:	**Country Fire Authority**

View location in VicPlan

Planning Zones

LOW DENSITY RESIDENTIAL ZONE (LDRZ)
SCHEDULE TO THE LOW DENSITY RESIDENTIAL ZONE (LDRZ)



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

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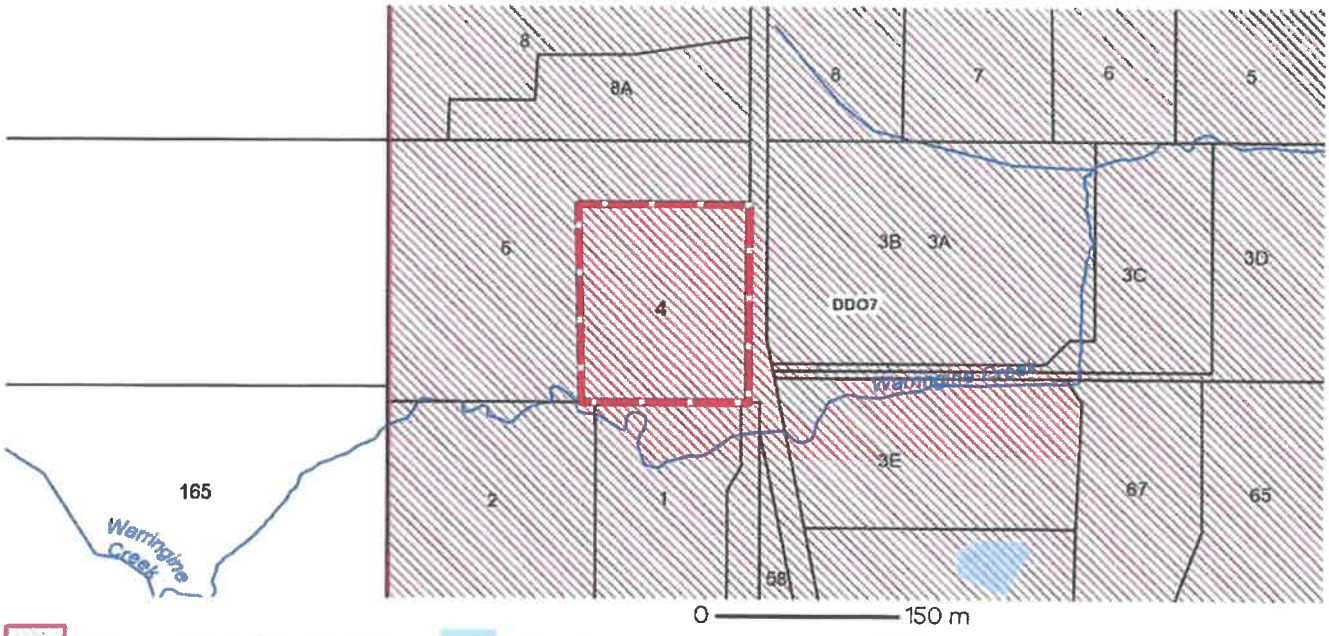
PLANNING PROPERTY REPORT

Department of Transport and Planning

Planning Overlays

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 7 (DDO7)

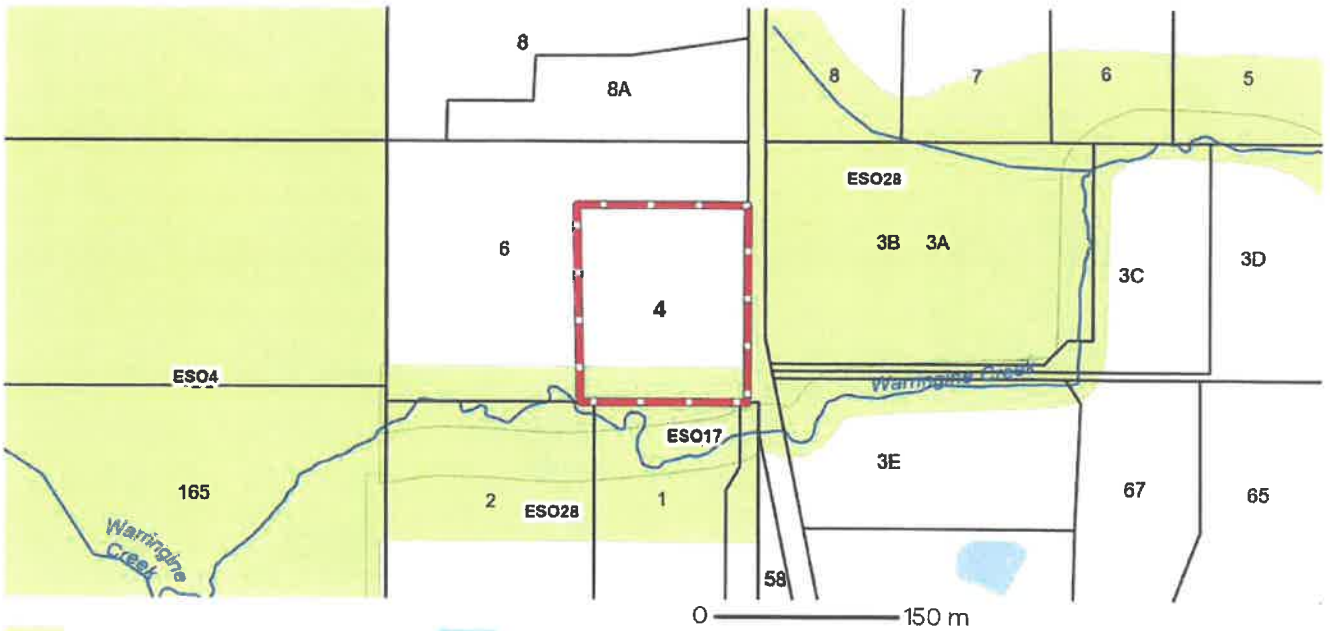


DDO - Design and Development Overlay | Water area | Water course

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

ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)

ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 28 (ESO28)



ESO - Environmental Significance Overlay | Water area | Water course

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

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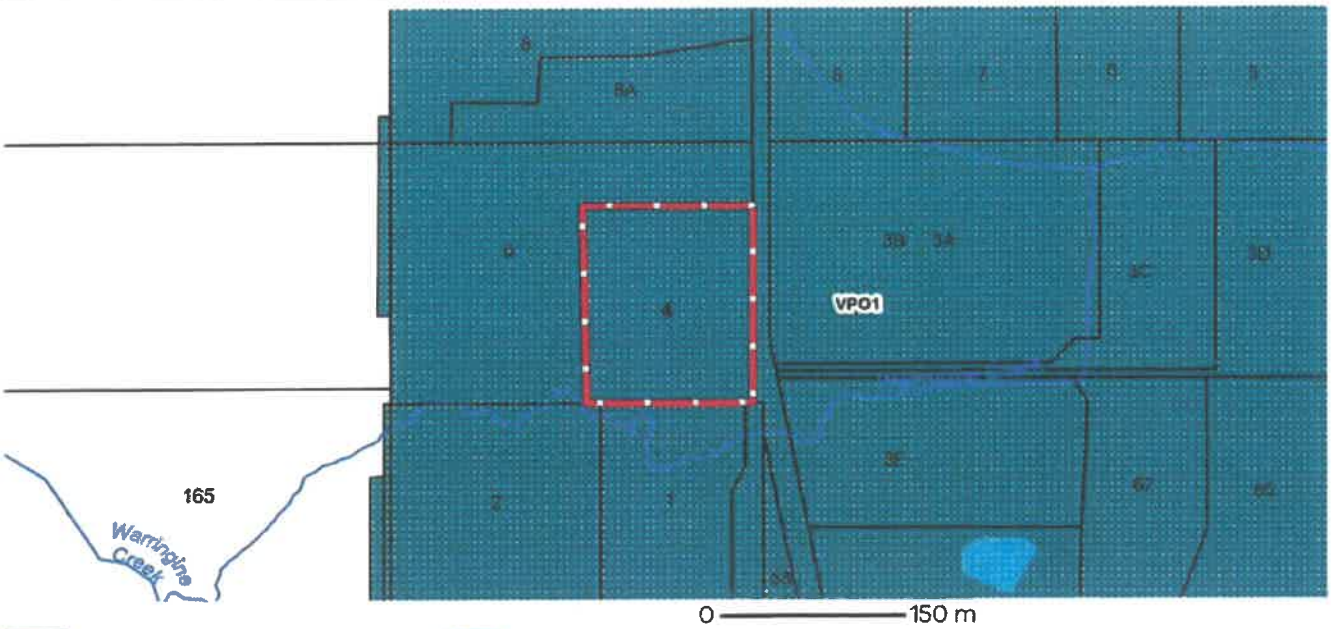
PLANNING PROPERTY REPORT

Department of Transport and Planning

Planning Overlays

VEGETATION PROTECTION OVERLAY (VPO)

VEGETATION PROTECTION OVERLAY - SCHEDULE 1 (VPO1)



VPO - Vegetation Protection Overlay Water area Water course

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

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PLANNING PROPERTY REPORT

Department of Transport and Planning

Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

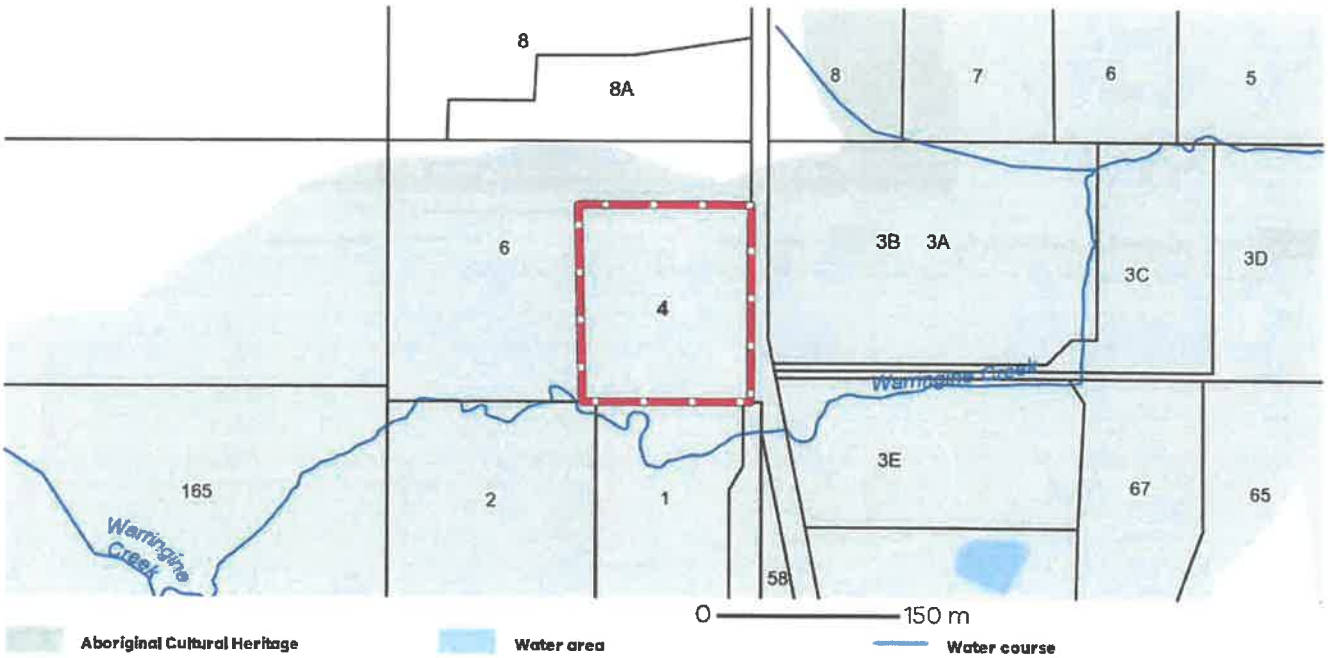
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to https://heritage.achris.vic.gov.au/aavQuestion1.asox

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - https://www.firstpeoplesrelations.vic.gov.au/aboriginal-heritage-legislation



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PLANNING PROPERTY REPORT

Department of Transport and Planning

Further Planning Information

Planning scheme data last updated on 17 December 2025.

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

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the ***Planning and Environment Act 1987.***
It does not include information about exhibited planning scheme amendments, or zonings that may abut 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

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PLANNING PROPERTY REPORT

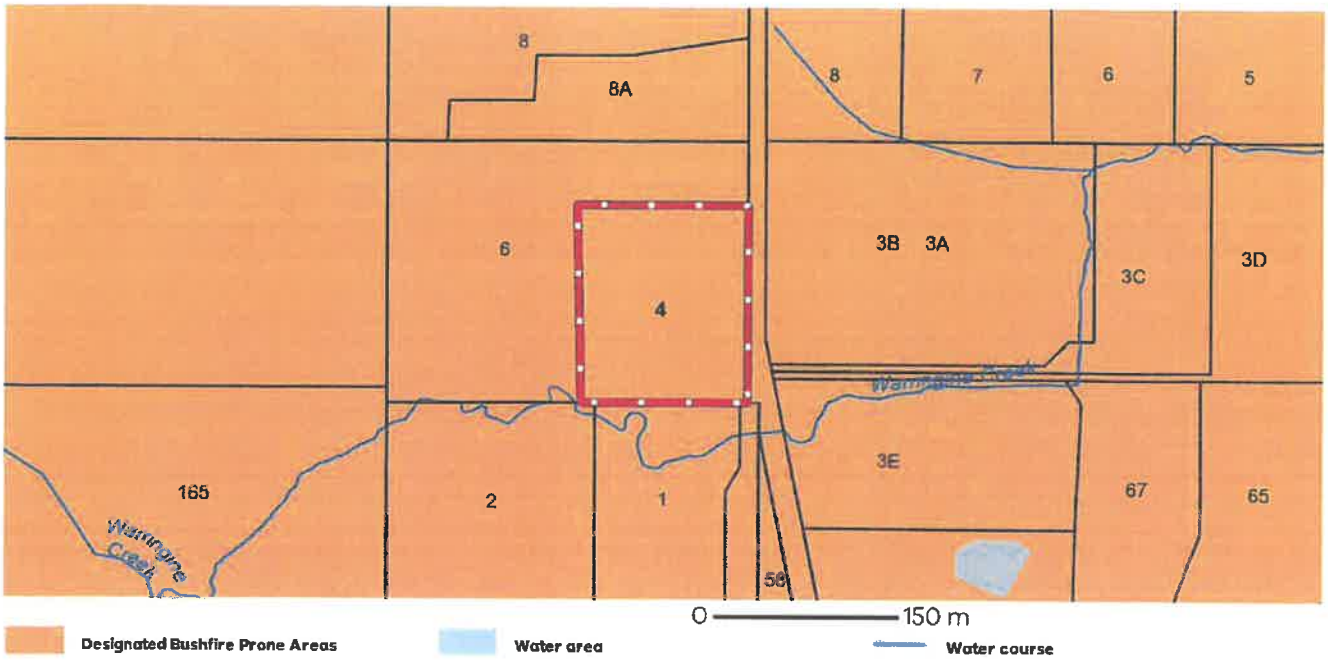
Department of Transport and Planning

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) or please contact your relevant council.

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

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Mornington Peninsula Shire

Rates and Valuation Notice 2025–26

RN 2025

Website mornpen.vic.gov.au
Call us 1300 850 600 *(local call, fees apply)*
Post Private Bag 1000, Besgrove Street, Rosebud 3939
ABN 53 159 890 143

032-3915 (2159)

M G Schneider
4 Carpenters Lane North
HASTINGS VIC 3915

Property number	**85686**
Total amount due	**$2,519.60**
Arrears (due immediately)	**$0.00**
Current payable	**$2,519.60** ~~15/02/2026~~

Instalments

1st	$629.60	Due 30/09/2025
2nd	$630.00	Due 30/11/2025
3rd	$630.00	Due 28/02/2026
4th	$630.00	Due 31/05/2026

Property details

4 Carpenters Lane North HASTINGS VICTORIA 3915
Lot 1 LP 118745 Vol 6996 Fol 138

Land Site Value: $1,035,000	**Curtilage Site Value:** $115,000
Capital improved value $1,035,000	**Capital improved value** $425,000
Net annual value $51,750	**Net annual value** $21,250
AVPCC 117 - Rural Land & Dwelling	

Financial details

Conservation Rate (0.001060 x CIV)	$1,097.10
Conservation Curtilage Rate (0.001414 x CIV)	$600.95
Waste Service Charge	$433.00

Key dates

Date of issue	**29/08/2025**
Date of declaration	**17/06/2025**
Date of valuation	**01/01/2025**

ezyBILL

Get your rates notice via email.
mornpen.ezybill.com.au
The rating year:
01/07/2025 to 30/06/2026.

Total Shire rates and charges	**$2,131.05**
ESVF Residential Fixed	$136.00
ESVF Residential Variable (0.000173 x CIV)	$252.55
Total State Government ESVF	$388.55
Balance due	$2,519.60

Property owners:
M G Schneider

Pay with Card or Bank

New

Scan the QR or pay in full or chooose from flexible weekly, fortnightly or monthly instalments. You can also pay online at **pay.mornpen.vic.gov.au**

- Helpful reminders.
- Card or bank payments.
- See your balance.

Powered by Payble

Post Billpay Biller code: 3653 Ref no: 2200856868

*3653 2200856868

BPAY Biller code: 20537 Ref no: 2200856868

BPAY® this payment via online or phone banking. We've issued a new BPAY® reference number for your property. Please use it and disregard previous details.

2025-26 waste voucher
Non-transferable.
Expiry: **30/09/2026**
MOR25HOW3001124127

2025-26 waste voucher
Non-transferable.
Expiry: **30/09/2026**
MOR25BS7Q101124126

2025-26 waste voucher
Non-transferable.
Expiry: **30/09/2026**
MOR251NX2101124128

2025-26 waste voucher
Non-transferable.
Expiry: **30/09/20**
MOR25USA000112

INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

David Gibbs & Associates C/- InfoTrack
(LEAP)
E-mail: certificates@landata.vic.gov.au

Statement for property:
LOT 1 4 CARPENTERS LANE NORTH
HASTINGS 3915
1 LP 118745

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
03C//02041/5	LANDATA CER 79149588-025-2	18 DECEMBER 2025	51066829

1. Statement of Fees Imposed

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

Parks Victoria - Parks Service Charge	01/10/2025 to 31/12/2025	$22.45
Melbourne Water Corporation Total Service Charges	01/10/2025 to 31/12/2025	$31.25
Water Service Charge	01/10/2025 to 31/12/2025	$21.97
Subtotal Service Charges		$75.67
Payments		$75.67
TOTAL UNPAID BALANCE		$0.00

- The meter at the property was last read on 04/12/2025. Fees accrued since that date may be estimated by reference to the following historical information about the property:

  Water Usage Charge **$3.37 per day**

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

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

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

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

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at www.southeastwater.com.au.

AUTHORISED OFFICER:

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

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

2. Encumbrance Summary

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

The Warrangine Creek watercourse (2220) is located in the vicinity of the property. For further information contact Melbourne Water on 9679-7517.

The property is situated in an area described by Melbourne Water as having poor surface gradients and it is recommended that Council advice be sought regarding appropriate floor levels for buildings on the property.

The property is subject to flooding. For further information contact Melbourne Water on 9679-7517.

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

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

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

AUTHORISED OFFICER:

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

Important Warnings

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

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

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

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

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

3. Disclaimer

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

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

AUTHORISED OFFICER:

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

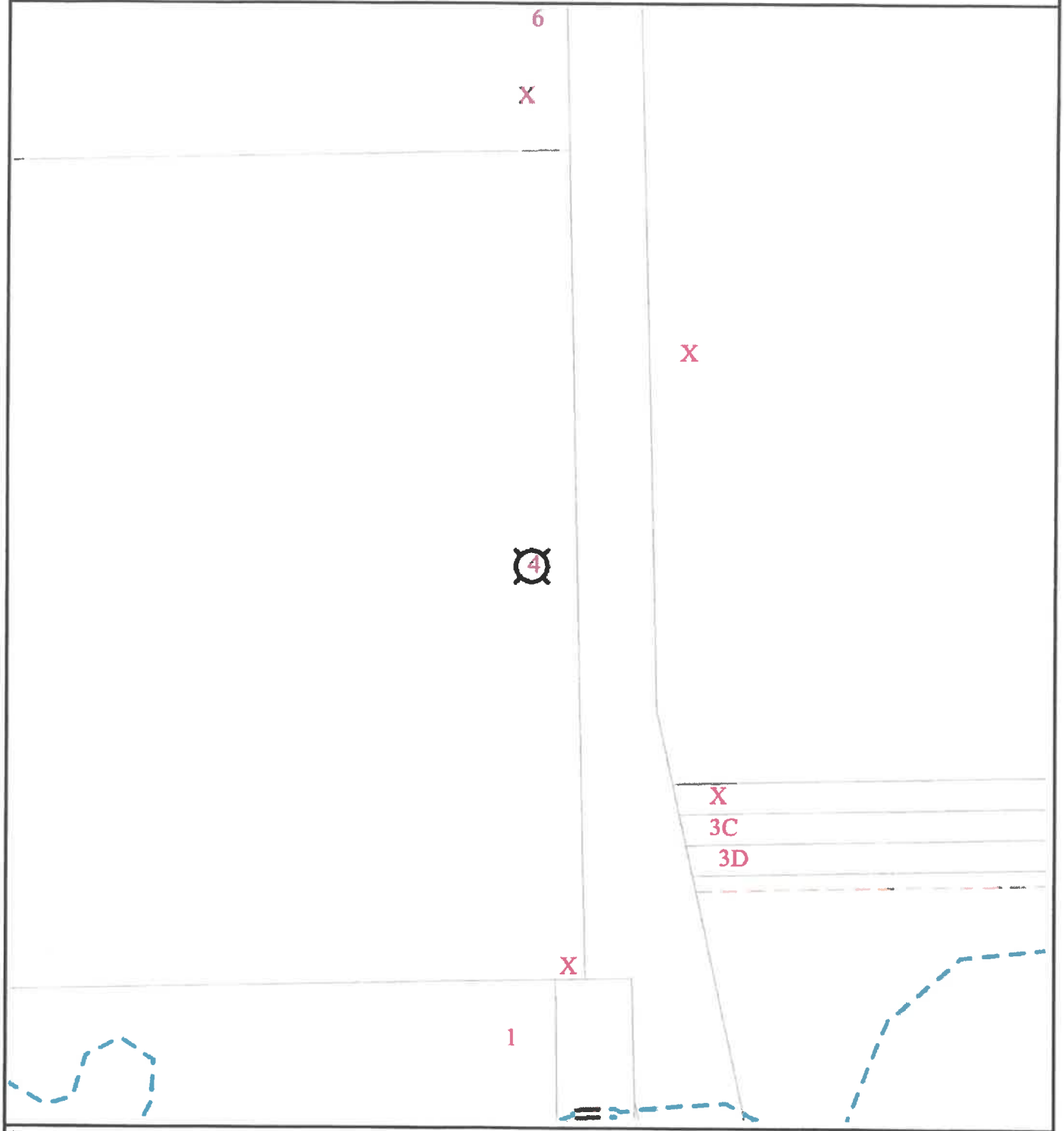
ASSET INFORMATION - SEWER & DRAINAGE

Property: Lot 1 4 CARPENTERS LANE NORTH HASTINGS 3915

Case Number: 51066829

20 0 20 40
Scale in Metres

Date: 18DECEMBER2025



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

Title/Road Boundary	Subject Property	Maintenance Hole	Abandoned Sewer
Proposed Title/Road	Sewer Main & Property Connections	Inspection Shaft	
Easement	Direction of Flow	<1.0> Offset from Boundary	

Melbourne Water Assets

Sewer Main	Underground Drain	Natural Waterway
Maintenance Hole	Channel Drain	Underground Drain M.H.

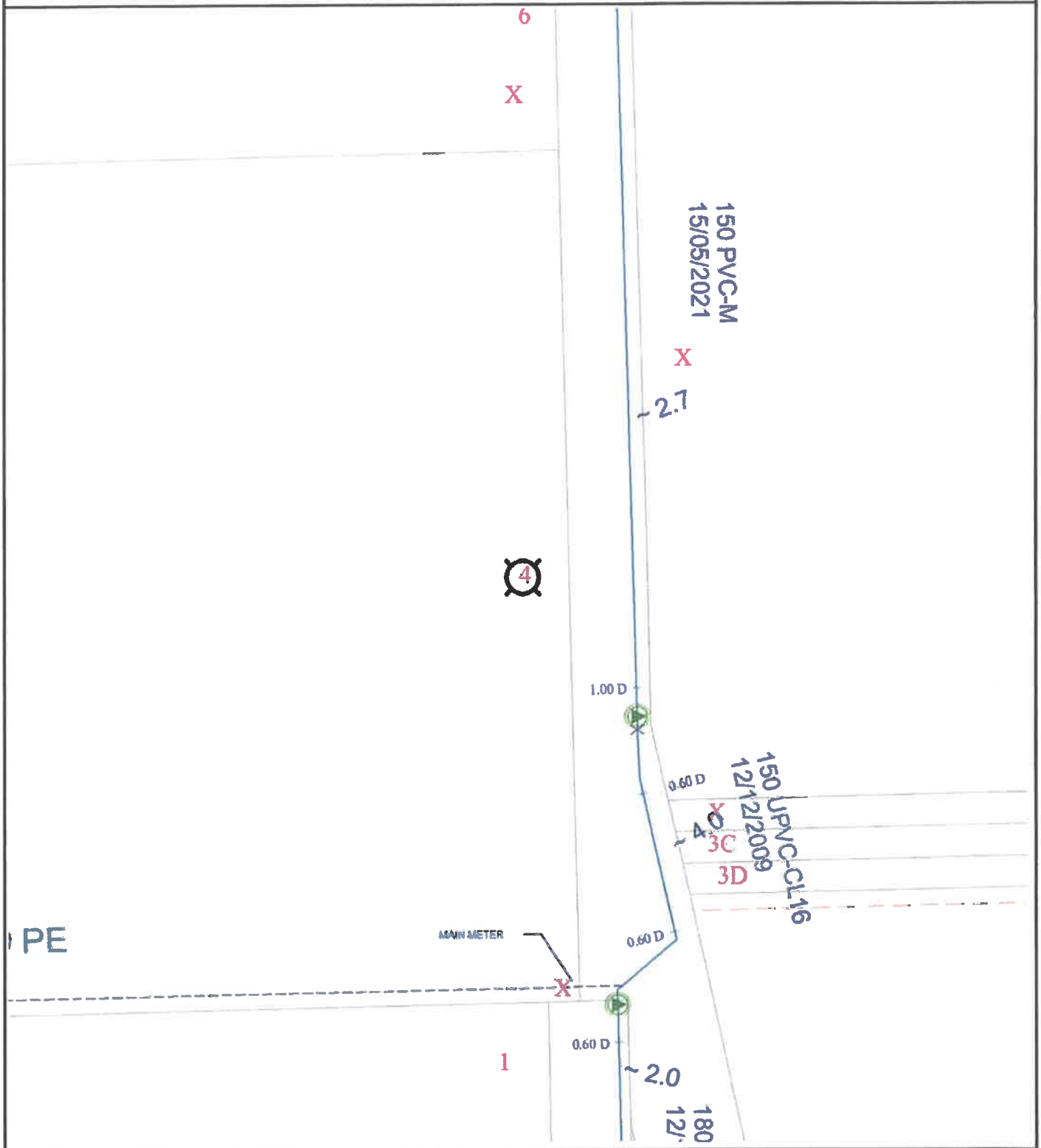
ASSET INFORMATION - WATER

Property: Lot 1 4 CARPENTERS LANE NORTH HASTINGS 3915

Case Number: 51066829

Scale in Metres: 20 0 20 40

Date: 18DECEMBER2025



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LEGEND

- Title/Road Boundary
- Proposed Title/Road
- Easement
- Subject Property
- Water Main Valve
- Water Main & Services
- Hydrant
- Fireplug/Washout
- ~ 1.0 Offset from Boundary

ASSET INFORMATION - RECYCLED WATER

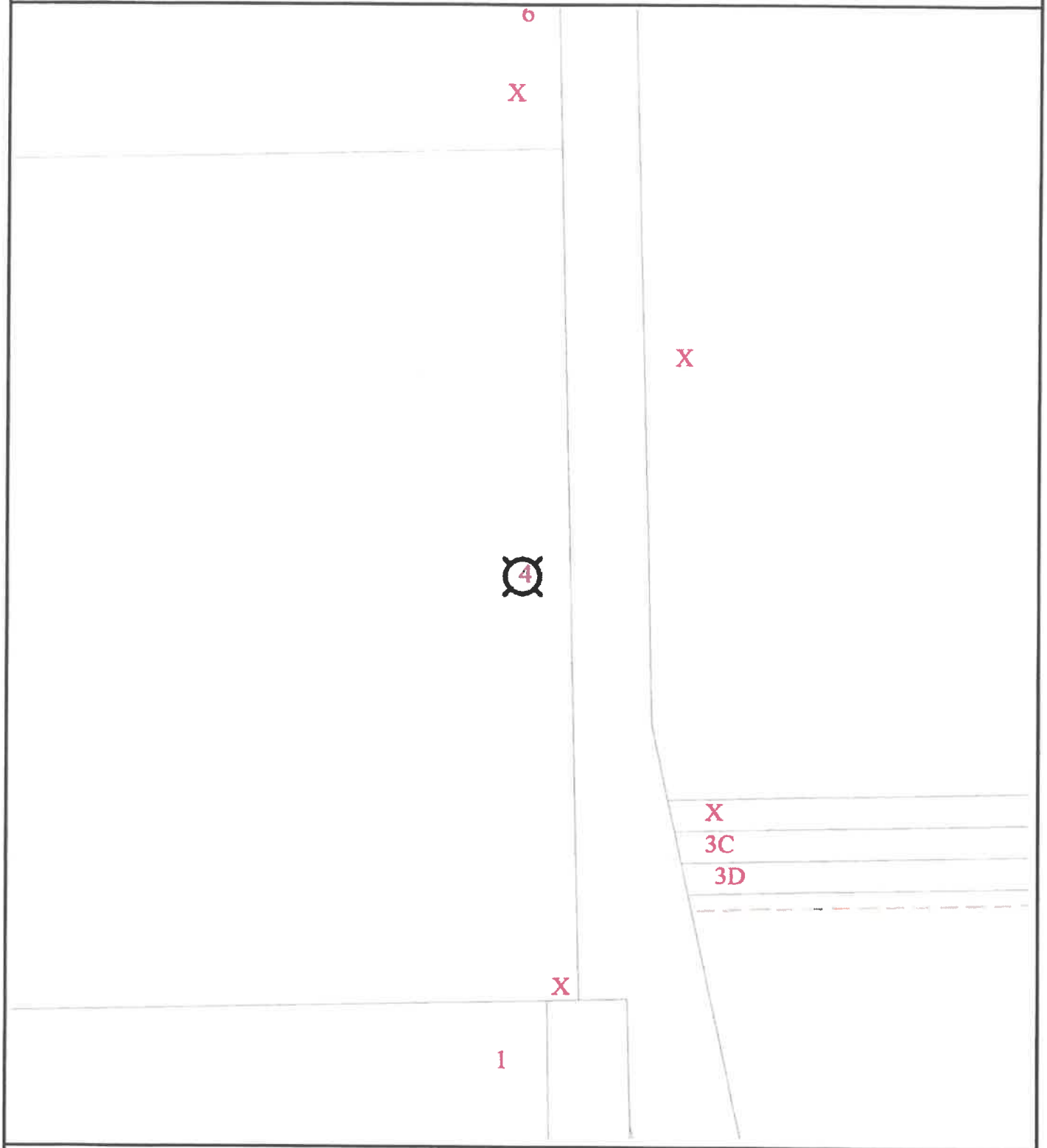
(RECYCLE WATER WILL APPEAR IF IT'S AVAILABLE)

Property: Lot 1 4 CARPENTERS LANE NORTH HASTINGS 3915

Case Number: 51066829

20 0 20 40
Scale in Metres

Date: 18DECEMBER2025



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

LEGEND

- Title/Road Boundary
- Proposed Title/Road
- Easement
- Subject Property
- Recycled Water Main Valve
- 100 CICL 26.9.1975 — Recycled Water Main & Services
- Hydrant
- Fireplug/Washout
- ~ 1.0 — Offset from Boundary

Reference: KM Land No: 71331 - F0058/26 Direct Dial: 03-5950 1060

Your Ref: 79149588-015-3

MORNINGTON PENINSULA Shire

12 January 2026

Landata
2 Lonsdale Street
MELBOURNE VIC 3000

Dear Sir/Madam,

REQUEST FOR BUILDING INFORMATION - 4 Carpenters Lane North HASTINGS VIC 3915

In response to your request received 18/12/2025 for building approval particulars in accordance with Regulation 51 of the Building Regulations 2018, the following information is provided:

1. Council has no record of Building Permits issued in the previous ten years.

2. Council has no record of any Occupancy Permits issued in the previous ten years.

3. **Outstanding Notices & Orders**
   Council has no record of outstanding notices or reports issued in the previous 10 years pursuant to the Building Act 1993.

As a site inspection has not been undertaken, I wish to draw your attention to the requirements of Building Regulations 2018 requiring ***owners*** *to ensure compliance with:*
Regulation 137 - safety of existing swimming pools and spas;
Regulation 142 & 143 - swimming pool safety maintenance and operation;
Regulation 145 - the provision of self-contained smoke detection and alarms in residential buildings.

Council's records may be deficient (due to limitations in the period they have been kept and/or because of their accuracy in recording or failing to record other permits, orders, variations or revocations), therefore the information provided may be incomplete and/or inaccurate. In addition, the existence of permits or certificates does not indicate whether all construction on a property complies with approvals, or whether further additions, alterations or structures exist without approval. Independent enquiries should be made, and independent experts used, if any doubt or problem is anticipated or encountered.

Yours faithfully

Mathew Hopwood-Glover
Municipal Building Surveyor
Office of the Municipal Building Surveyor
Mornington Peninsula Shire Council

MORNINGTON PENINSULA
Shire

28 February 2025

M G Schneider
4 Carpenters Lane North
HASTINGS VIC 3915

Dear M G Schneider

Onsite Wastewater Management System maintenance and duty to provide maintenance records.

Our records indicate the property at 4 CARPENTERS LANE N HASTINGS 3915 has an Onsite Wastewater Management System.

Wastewater disposal is an important environmental issue on the Mornington Peninsula as poorly maintained and ageing septic systems can pose a risk to human health and the environment.

The *Environment Protection Act 2017* sets the requirement that property owners take reasonable steps to minimise risks from septic tanks and this includes:

- Maintaining the septic system in good working order
- Keeping maintenance records and providing them to Council
- Responding to problems with their septic tank

Regular desludging is a reasonable step to maintain a septic system in good working order (*Environment Protection Regulations, Regulation 159*). Desludging is important as it removes solids and scum that reduces the efficiency of the septic tank and may cause blockages. A sludge level check will tell you if septic tank needs to be de-sludged. The Shire's *Community Amenity Local Law 2022* has set the requirement that the sludge levels are checked every three years by a suitably qualified contractor.

The Shire is requesting property owners to retain and provide maintenance records to meet the requirement in the *Environment Protection Regulations, Regulation 162*. Records can be emailed to septics@mornpen.vic.gov.au or sent via post.

Please contact Jessica Connolly (Wastewater Management Officer) for more information on the Onsite Wastewater Management System at your property.
Email: jessica.connolly@mornpen.vic.gov.au
Phone: (03) 5950 1373

Yours sincerely

Jessica Connolly
Jessica Connolly
Wastewater Management Officer – Environmental Health Team
Community Safety and Compliance