



Contract of Sale & S32 Vendors Statement

Property:

140 McKenzie Road, Neerim East VIC 3831

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 PRACTITIONER

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Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER:

..... on/...../2026

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

State nature of authority, if applicable:

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

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

SIGNED BY THE VENDOR:

..... on/...../2026

Print names(s) of person(s) signing: Michael Ralph Mastrangioli

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: Chenz Realty
Address: Shop 1C, Shopping Plaza, Warragul VIC 3820
Email: vince.digrazia@chenzrealty.com.au
Tel: 5625 1033 Mob: 0433 921 581 Fax: Ref: Vince Di Grazia

Vendor

Name: Michael Ralph Mastrangioli
Address: 140 McKenzie Road, Neerim East VIC 3831
ABN/ACN:
Email: mjmagri@live.com.au

Vendor's legal practitioner or conveyancer

Name: SJD Law
Address: 63 Queen Street, Warragul VIC 3820
Email: conveyancing@sjdlaw.com.au
Tel: 03 5622 7899 Mob: Fax: Ref: 22693

Purchaser's estate agent

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

Purchaser

Name:
Address:
ABN/ACN:
Email:

Purchaser's legal practitioner or conveyancer

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

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 12574 Folio 022	1	PS 911574T

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

The land includes all improvements and fixtures.

Property address

The address of the land is: 140 McKenzie Road, Neerim East VIC 3831

Goods sold with the land (general condition 6.3(f)) (*list or attach schedule*)

Payment

Price \$ 0.00
Deposit \$ 0.00 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 / /20..... with [.....] options to renew, each of [.....] years

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

Loan amount: no more than Approval date:

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special Conditions

1. Electronic Mail and Service of Notices

General Conditions 27.6, 27.7 and 27.8 are added as follows:

- 27.6 Within 10 days of the Day of Sale, the Purchaser shall provide the Vendor with an electronic mail address for service of documents by the Vendor on the Purchaser in accordance with this General Condition.
- 27.7 In addition to any other method of service provided by law or this Contract, any notice may be served by the Vendor on the Purchaser or the Purchaser's solicitor by electronic mail to the Purchaser or to the Purchaser's solicitor to the electronic mail address provided in accordance with General Condition 27.6.
- 27.8 If any notice is served in accordance with General Condition 27.7, it shall be deemed to have been received by the Purchaser

2. Identity and Condition of Property

The Purchaser acknowledges and agrees that prior to entering into this Contract the Purchaser has satisfied themselves:

- (a) by physical examination and inspection as to the state of repair, condition, fitness for purpose quality, and quantity of the Property and each and every part thereof and of each of the chattels;
- (b) by physical examination as to the area, dimensions, location and title of the Land as offered for sale and inspected by the Purchaser;
- (c) by independent valuations and reports as to the value of the Property;
- (d) by enquiry of the appropriate authorities as to the zoning and planning restrictions (including all reservations, planning approvals, permits and consents) on and in respect of the Property and the use to which the Property may be put and its development;
- (e) by perusal of all relevant documents as to the terms and conditions of each of the encumbrances referred to in the Particulars of Sale; and
- (f) any improvements on the property may be subject to or require compliance with Victoria Building Regulations, municipal by laws, relevant statutes and any regulations thereunder or any repealed laws under which the improvements were constructed. Any failure to comply with any one or more of those laws shall not and shall be deemed not to constitute a defect in the

Vendor's title and the Purchaser shall not make any requisition or claim any compensation from the Vendor on that ground.

- (g) Any unregistered or implied easements for sewers, drains, sewer pipes, cables and wires regardless of whether disclosed in the s32.

3. Swimming pool/spa

In the event that the property includes a swimming pool/spa, the Purchaser hereby acknowledges by signing this Contract of Sale that the swimming pool/spa located on the property may not have fencing or safety measures that comply with Building Regulations 2018.

The Purchaser further acknowledges and agrees that it has made its own enquiries in relation to compliance with current building regulations and the Purchaser agrees that they cannot terminate this Contract in the event that the swimming pool/spa does not comply with current building regulations, nor will the Purchaser require the Vendor to comply with any notice issued by any authority nor seek any compensation from the Vendor for any noncompliance.

4. Land Tax

- a) For the purpose of general condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the Sale of Land Act 1962 applies.
- b) General Condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.

5. Dwellings & Structures on the Property

The land and buildings (if any) are sold as inspected by the Purchaser on the basis of any existing improvements thereon. The Purchaser shall not make any requisitions, or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise, including any requisition in relation to the issue or non-issue of any Building Permits, Owner Builder Reports and/or completion of inspections by relevant authorities in relation to any improvements therein.

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 one or more 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
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;

- (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
 - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
 - (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
 - (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
 - (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and

- (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
- (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
 - (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
 - (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
 as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 1.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
 - (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
 - (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

- 13.10 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.
-

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 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.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 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.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

- 17.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

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

- (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
 - (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
 - (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
 - (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
 if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
 - (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
 give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
 - (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
 - (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
 - (a) the parties agree that this contract is for the supply of a going concern; and

- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and
 - (b) 'GST' includes penalties and interest.

20. LOAN

- 20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
- (a) immediately applied for the loan; and
 - (b) did everything reasonably required to obtain approval of the loan; and
 - (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
 - (d) is not in default under any other condition of this contract when the notice is given.
- 20.3 All money must be immediately refunded to the purchaser if the contract is ended.

21. BUILDING REPORT

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

23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 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.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.

- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.

- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

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

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
 - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
 - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
 - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
 - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
 - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
 - (h) the purchaser must observe all obligations that affect owners or occupiers of land;
 - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.
- 31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.
- 31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

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

34. DEFAULT NOTICE

- 34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 34.2 The default notice must:
- (a) specify the particulars of the default; and
 - (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 35.2 The contract immediately ends if:
- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 35.3 If the contract ends by a default notice given by the purchaser:
- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
 - (b) all those amounts are a charge on the land until payment; and
 - (c) the purchaser may also recover any loss otherwise recoverable.
- 35.4 If the contract ends by a default notice given by the vendor:
- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (b) the vendor is entitled to possession of the property; and
 - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
 - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply

that money towards those damages; and

(e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

GUARANTEE and INDEMNITY

I/We, of
.....

and..... of
.....

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

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

IN WITNESS whereof the parties hereto have set their hands and seals

this day of 2026

SIGNED by the said

)

)

Print Name:

)

.....

.....
Director (Sign)

in the presence of:

)

)

Witness:

)

Section 32 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	140 MCKENZIE ROAD, NEERIM EAST VIC 3831
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Vendor's name	Michael Ralph Mastrangioli	Date	/ /
Vendor's signature	 Michael (Mar 25, 2026 09:22:09 GMT+11)	25/03/2026	

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

1. FINANCIAL MATTERS

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

(a) ☒ Their total does not exceed: \$8,000.00

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

Not Applicable

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPC No. n/a
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	☐ YES ☒ NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR ☒ Not applicable

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

☒ Is in the attached copies of title document/s

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

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easements, covenants or other similar restriction.

3.2 Road Access

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

☐

3.3 Designated Bushfire Prone Area

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

☒

3.4 Planning Scheme

☒ Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

☒ Are contained in the attached certificates and/or statements

4.2 Agricultural Chemicals

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

NIL

4.3 Compulsory Acquisition

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

NIL

5. BUILDING PERMITS

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

Not Applicable

6. OWNERS CORPORATION

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

Not Applicable

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not Applicable

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

A Register Search Statement and the document, or part of a document, referred to as the 'diagram location' in

that statement which identifies the land and its location.

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

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

- (a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.
- (b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

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

NIL

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

NIL

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 2000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. GST NOTICE

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

14. ATTACHMENTS

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

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

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

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

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

VOLUME 12574 FOLIO 022

Security no : 124132829634R

Produced 10/03/2026 04:01 PM

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 911574T.
PARENT TITLE Volume 09352 Folio 517
Created by instrument PS911574T 24/09/2024

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

MICHAEL RALPH MASTRANGIOLI of 140 MCKENZIE ROAD EAST NEERIM EAST VIC 3831
PS911574T 24/09/2024

ENCUMBRANCES, CAVEATS AND NOTICES

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

AGREEMENT Section 173 Planning and Environment Act 1987
AW828470G 15/05/2023

DIAGRAM LOCATION

SEE PS911574T FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER	STATUS	DATE
BA190850D (E)	DISCHARGE OF MORTGAGE Registered	09/03/2026

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: 140 MCKENZIE ROAD NEERIM EAST VIC 3831

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA
Effective from 09/03/2026

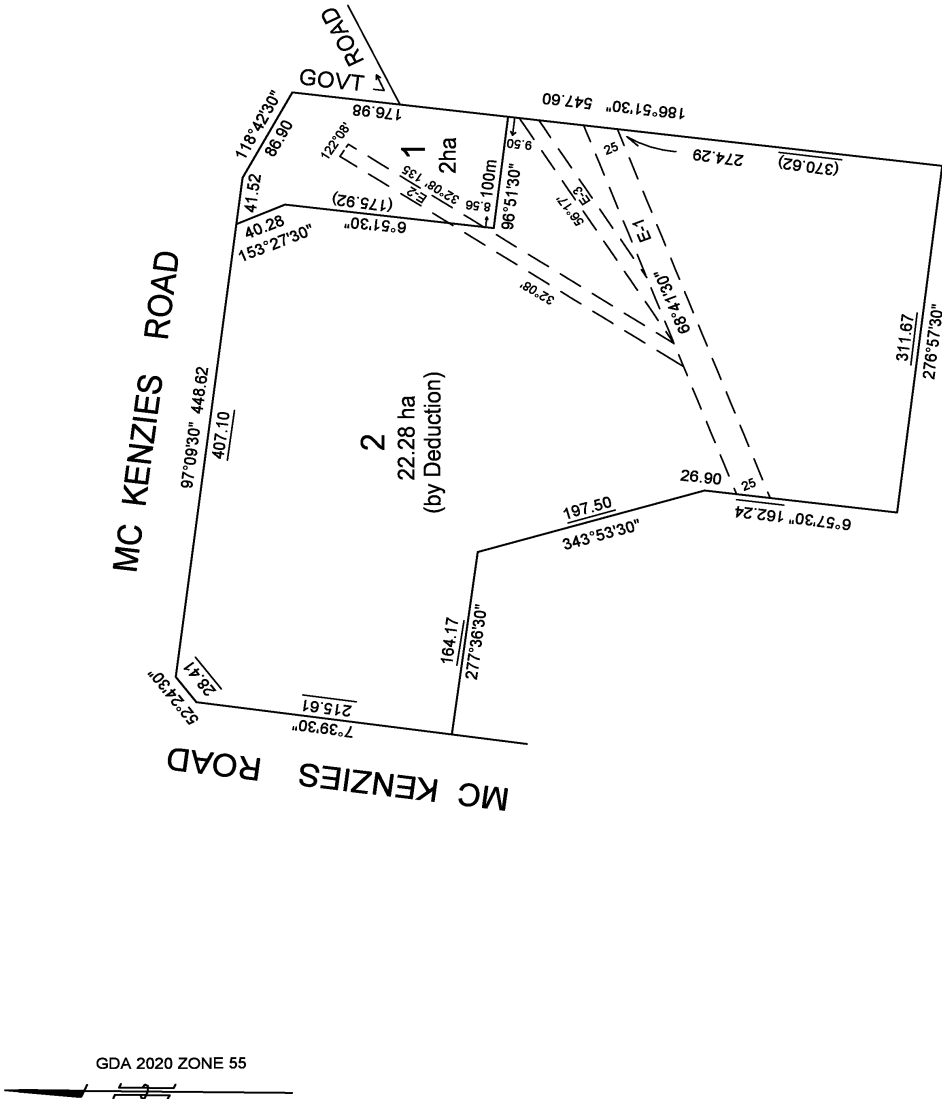
DOCUMENT END

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PLAN OF SUBDIVISION		EDITION 1		PS 911574 T	
LOCATION OF LAND PARISH: NEERIM TOWNSHIP: _____ SECTION: _____ CROWN ALLOTMENT: 23 B(PART) CROWN PORTION: _____ TITLE REFERENCE: VOL 9352 FOL 517 LAST PLAN REFERENCE: LOT 4 ON LP 129092 POSTAL ADDRESS: 140 MCKENZIE ROAD, NEERIM EAST, 3831 (at time of subdivision) MGA CO-ORDINATES: E: 411 459 ZONE: 55 (of approx centre of land N: 5 799 333 MGA 94 in plan)		Council Name: Baw Baw Shire Council Council Reference Number: PSB0016/23 Planning Permit Reference: PLA0158/22 SPEAR Reference Number: S208813H Certification This plan is certified under section 6 of the Subdivision Act 1988 Public Open Space A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has not been made Digitally signed by: Sarah Harrington for Baw Baw Shire Council on 22/08/2023 Statement of Compliance issued: 29/04/2024			
VESTING OF ROADS AND/OR RESERVES		NOTATIONS			
IDENTIFIER	COUNCIL/BODY/PERSON				
NIL	NIL				
NOTATIONS		DIMENSIONS SHOWN UNDERLINED ARE NOT THE SUBJECT OF THIS SURVEY			
DEPTH LIMITATION : 15.24 BELOW THE SURFACE APPLIES					
SURVEY: This plan is is not based on survey. STAGING: This is is not a staged subdivision. Planning Permit No. PLA 158/22 This survey has been connected to permanent marks No(s). 133, 134 In Proclaimed Survey Area No.					
EASEMENT INFORMATION					
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	
E-1 E-2, E-3	TRANSMISSION OF ELECTRICITY OVERHEAD POWERLINE	25 13	INST 1930101 THIS PLAN SECTION 88 ELECTRICITY INDUSTRY ACT 2000	SECV AUSNET ELECTRICITY SERVICES PTY LTD	
CLR SURVEYS LICENSED SURVEYORS 12 CARLISLE CLOSE, NYORA, 3987 MOBILE 0428 396 795 EMAIL: ariecafesurveyor@hotmail.com		SURVEYORS FILE REF: M3076 Digitally signed by: John Robert Leared, Licensed Surveyor, Surveyor's Plan Version (VER 2), 25/07/2023, SPEAR Ref: S208813H		ORIGINAL SHEET SIZE: A3	SHEET 1 OF 2
				Land Use Victoria Plan Registered 02:01 PM 24/09/2024 Assistant Registrar of Titles	

PS 911574 T



CLR SURVEYS
LICENSED SURVEYORS
12 CARLISLE CLOSE, NYORA, 3987
MOBILE 0428 396 795
EMAIL: alicefassurveyor@hotmail.com
Surveyors Ref M 3076

Amended by: John Robert Leared, Licensed Surveyor 24/09/2024.

SCALE
1:2500

LENGTHS ARE IN METRES

0 25 50 75 100

Digitally signed by: John Robert Leared, Licensed Surveyor,
Surveyor's Plan Version (VER 2),
25/07/2023, SPEAR Ref: S208813H

ORIGINAL SHEET
SIZE: A3

SHEET 2

Digitally signed by:
Baw Baw Shire Council,
22/08/2023,
SPEAR Ref: S208813H



Department of Transport and Planning

Electronic Instrument Statement

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Produced 10/03/2026 04:01:34 PM

Status	Registered	Dealing Number	AW828470G
Date and Time Lodged	15/05/2023 04:59:59 PM		

Lodger Details

Lodger Code	20126M
Name	STEFANIE DONNA SUMMERS
Address	
Lodger Box	
Phone	
Email	
Reference	Section 173 Agreements

APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
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Privacy Collection Statement

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Estate and/or Interest

FEE SIMPLE

Land Title Reference

9352/517

Instrument and/or legislation

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

Applicant(s)

Name	BAW BAW SHIRE COUNCIL
Address	
Street Number	1
Street Name	CIVIC
Street Type	PLACE
Locality	WARRAGUL
State	VIC
Postcode	3820

Additional Details



Department of Transport and Planning

Electronic Instrument Statement

Refer Image Instrument

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

Execution

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

Executed on behalf of	BAW BAW SHIRE COUNCIL
Signer Name	STEFANIE SUMMERS
Signer Organisation	STEFANIE DONNA SUMMERS
Signer Role	CONVEYANCING PRACTICE
Execution Date	15 MAY 2023

File Notes:

NIL

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

Statement End.

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Document Type	Instrument
Document Identification	AW828470G
Number of Pages (excluding this cover sheet)	11
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Agreement under section 173 of the Planning and Environment Act 1987

140 Mckenzie Road, Neerim East

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Information Table

Date of Agreement: 9/5/2023

Parties

Name	Baw Baw Shire Council
Short form name	Council
Notice details	1 Civic Place, Warragul, Victoria
Name	Michael Ralph Mastrangioli
Short form name	Owner
Notice details	140 Mckenzie Road, Neerim East, Victoria

Background

- A. Council is the responsible authority pursuant to the Act for the Planning Scheme.
- B. The Subject Land is subject to the Planning Scheme.
- C. The Owner is the registered proprietor of the Subject Land.
- D. Council has granted the Planning Permit authorising the subdivision of the Subject Land. This Agreement is to give effect to condition 10 of the Planning Permit.
- E. The parties enter into this Agreement to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

Agreed Terms

1. Defined Terms

In this Agreement:

Act means the *Planning and Environment Act 1987*.

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

Current Address for Service

for Council means the address shown on page 2 of this Agreement, or any other address listed on Council's website; and

for the Owner means the address shown on page 2 of this Agreement or any other address provided by the Owner to Council for any purpose relating to the Subject Land.

Current Email Address for Service

for Council means bawbaw@bawbawshire.vic.gov.au, or any other principal office email address listed on Council's website; and

for the Owner means any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement or any other email address provided by the Owner to Council for any purpose relating to the Subject Land.

Dwelling has the same meaning as in the Planning Scheme.

Endorsed Plan means the plan endorsed with the stamp of Council from time to time as the plan which forms part of the Planning Permit. A copy of the Endorsed Plan is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

Lot has the same meaning as in the *Subdivision Act 1988*.

Lot 1 means the area of the Subject Land identified as Lot 1 on the Endorsed Plan.

Lot 2 means the area of the Subject Land identified as Lot 2 on the Endorsed Plan.

Mortgagee means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Subject Land or any part of it.

Notice means any notice, demand, consent, approval or communication under this agreement.

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

Party or parties means the Owner and Council but does not include a person who has transferred or otherwise disposed of all of their interests in the Subject Land.

Planning Permit means planning permit no. PLA0158/22, issued by Council on 20 February 2023, as amended from time to time. A copy of the Planning Permit is available for inspection at Council offices during normal business hours upon giving Council reasonable notice.

Planning Scheme means the Baw Baw Planning Scheme.

Subject Land means the land situated at 140 Mckenzie Road, Neerim East being the land contained in certificate of title volume 9352 folio 517 and any reference to the Subject Land in this Agreement includes a reference to any lot created by the subdivision of the Subject Land or any part of it.

2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1 The singular includes the plural and vice versa.
- 2.2 A reference to a gender includes a reference to each other gender.
- 2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
- 2.4 If a Party consists of more than one person this Agreement binds them jointly and each of them severally.
- 2.5 A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.
- 2.6 A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
- 2.7 The introductory clauses to this Agreement form part of this Agreement.
- 2.8 The Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land.
- 2.9 Any reference to a clause, page, condition, attachment or term is a reference to a clause, page, conditions, attachment or term of this Agreement.

3. Section 173 Agreement

3.1 Purposes

The Parties acknowledge and agree that the purposes of this Agreement are to:

- 3.1.1 give effect to the terms of the Planning Permit; and
- 3.1.2 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

3.2 Reasons for agreement

The Parties acknowledge and agree that this Agreement has been entered into for the following reasons:

- 3.2.1 Council would not have approved the Planning Permit without the condition requiring this Agreement; and
- 3.2.2 the Owner has elected to enter into this Agreement in order to take the benefit of the Planning Permit.

4. Agreement required

The Parties agree that this Agreement will continue to be required unless Council confirms in writing that it is no longer required.

5. Owner's Specific Obligations

5.1 No further subdivision

Regardless of any rights conferred by the Planning Scheme, the Owner must not subdivide Lot 1 or Lot 2 so as to create an additional Lot.

5.2 No further Dwelling

The Owner agrees that the Subject Land must not be used or developed for a further Dwelling.

6. Further Obligations of the Owner

6.1 Notice and Registration

The Owner further covenants and agrees that the Owner will bring this Agreement to the attention of all prospective purchasers, lessees, mortgagees, chargees, transferees and assigns.

6.2 Further actions

The Owner:

- 6.2.1 must do all things necessary to give effect to this Agreement;
- 6.2.2 consents to Council applying to the Registrar of Titles to record the Agreement on the Certificate of Title to the Subject Land in accordance with section 181 of the Act; and
- 6.2.3 agrees to do all things necessary to enable Council to do so, including:
 - (a) signing any further agreement, acknowledgement or document; and

- (b) obtaining all necessary consents to enable the recording to be made.

6.3 Council's Costs to be Paid

The Owner must pay to Council, within 14 days after a written request for payment, Council's costs and expenses (including legal expenses) relating to this Agreement, including:

- 6.3.1 preparing, drafting, finalising, signing, recording and enforcing this Agreement;
- 6.3.2 preparing, drafting, finalising and recording any amendment to this Agreement; and
- 6.3.3 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.

6.4 Interest for overdue money

- 6.4.1 The Owner must pay to Council interest in accordance with section 120 of the *Local Government Act 2020* on any amount due under this Agreement that is not paid by the due date.
- 6.4.2 If interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.

7. Agreement under section 173 of the Act

Without limiting or restricting the respective powers to enter into this Agreement, and insofar as it can be so treated, this Agreement is made as a deed in accordance with section 173 of the Act.

8. Owner's Warranties

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

9. Successors in Title

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

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

10. General

10.1 Notices

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

- 10.1.1 personally on the other Party;
- 10.1.2 by leaving it at the Party's Current Address for Service;
- 10.1.3 by posting it by prepaid post addressed to that Party at the Party's Current Address for Service;
- 10.1.4 by facsimile to the Party's Current Number for Service; or
- 10.1.5 by email to the Party's Current Email Address for Service.

10.2 Service of Notice

A notice or other communication is deemed served:

- 10.2.1 if delivered, on the next following business day;
- 10.2.2 if posted, on the expiration of 7 business days after the date of posting;
- 10.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day; or
- 10.2.4 if sent by email, the day on which it is sent.

10.3 No Waiver

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

10.4 Severability

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

10.5 No fettering of Council's powers

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

of any plans of subdivision applicable to the Subject Land or relating to any use or development of the Subject Land.

10.6 Inspection of documents

A copy of any planning permit, document or plan referred to in this Agreement is available for inspection at Council's offices during normal business hours upon giving Council reasonable notice.

10.7 Governing law

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

10.8 Electronic execution

Each party consents to the signing of this Agreement by electronic means. The parties agree to be legally bound by this Agreement signed in this way.

11. Commencement of Agreement

This Agreement commences on the date specified on page one or if no date is specified on page one, the date the Planning Permit was issued.

SIGNED, SEALED AND DELIVERED as an agreement under Division 2 of Part 9 of the Act and as a Deed between the Parties.

SIGNED SEALED AND DELIVERED by and on behalf of **BAW BAW SHIRE COUNCIL** by Leanne Hurst, Director Planning and Development, pursuant to the Instrument of Delegation dated 26 April 2023 in the presence of:

)
)
)
)
)

DocuSigned by:

BE42391BBD09440...

DocuSigned by:

Ashleigh

614E3B19A3B847A...

Witness Signature

Ashleigh whale

Witness Name

The witness confirms that the requirements for witnessing by audio-visual link under section 12 of the *Electronic Transactions (Victoria) Act 2000* have been met.

DocuSigned by:

Ashleigh

614E3B19A3B847A...

Witness signature

Signed Sealed and Delivered by Michael Ralph Mastrangioli in the presence of:

)
)



Witness



Mortgagee's Consent

Commonwealth Bank of Australia as Mortgagee under Instrument of mortgage No. AH939003B consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

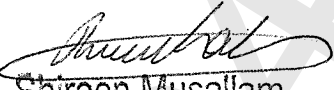
.....
For and on behalf of the Mortgagee

SIGNED, SEALED AND DELIVERED in Sydney
for and on behalf of the COMMONWEALTH BANK
of AUSTRALIA by its Attorney

Romelinda Amurao 

under Power dated 11 December 2000 a certified
copy of which is filed in Permanent Order Book
No. 277 at Page 016 who certifies that he/she is

SENIOR CONVEYANCING OFFICER
Sydney of COMMONWEALTH BANK OF AUSTRALIA
in the presence of:


Shireen Musallam

5-7 Central Avenue
South Eveleigh NSW 2015

Details

LOT/PLAN NUMBER OR CROWN DESCRIPTION

Lot 1 PS911574

LOCAL GOVERNMENT (COUNCIL)

Baw Baw

LEGAL DESCRIPTION

1\PS911574

COUNCIL PROPERTY NUMBER

36729

LAND SIZE

18,749m² Approx

ORIENTATION

South

FRONTAGE

123.06m Approx

ZONES

FZ - Farming Zone

OVERLAYS

DCPO - Development Contributions Plan Overlay - Schedule 1

State Electorates

LEGISLATIVE COUNCIL

Eastern Victoria Region

LEGISLATIVE ASSEMBLY

Narracan District

Schools

CLOSEST PRIVATE SCHOOLS

St Paul's Anglican Grammar School (22749 m)
Chairo Christian School - Drouin East Campus (22304 m)
Marist-Sion College (24297 m)

CLOSEST PRIMARY SCHOOLS

Neerim District Rural Primary School (4793 m)

CLOSEST SECONDARY SCHOOLS

Neerim District Secondary College (8183 m)

Burglary Statistics

POSTCODE AVERAGE

1 in 85 Homes

STATE AVERAGE

1 in 76 Homes

COUNCIL AVERAGE

1 in 80 Homes

Council Information - Baw Baw

PHONE

03 5624 2411 (Baw Baw)

EMAIL

bawbaw@bawbawshire.vic.gov.au

WEBSITE

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

SITE DIMENSIONS

140 Mckenzie Road, Neerim East Vic 3831



RECENT PLANNING SCHEME AMENDMENTS (LAST 90 DAYS)

140 Mckenzie Road, Neerim East Vic 3831

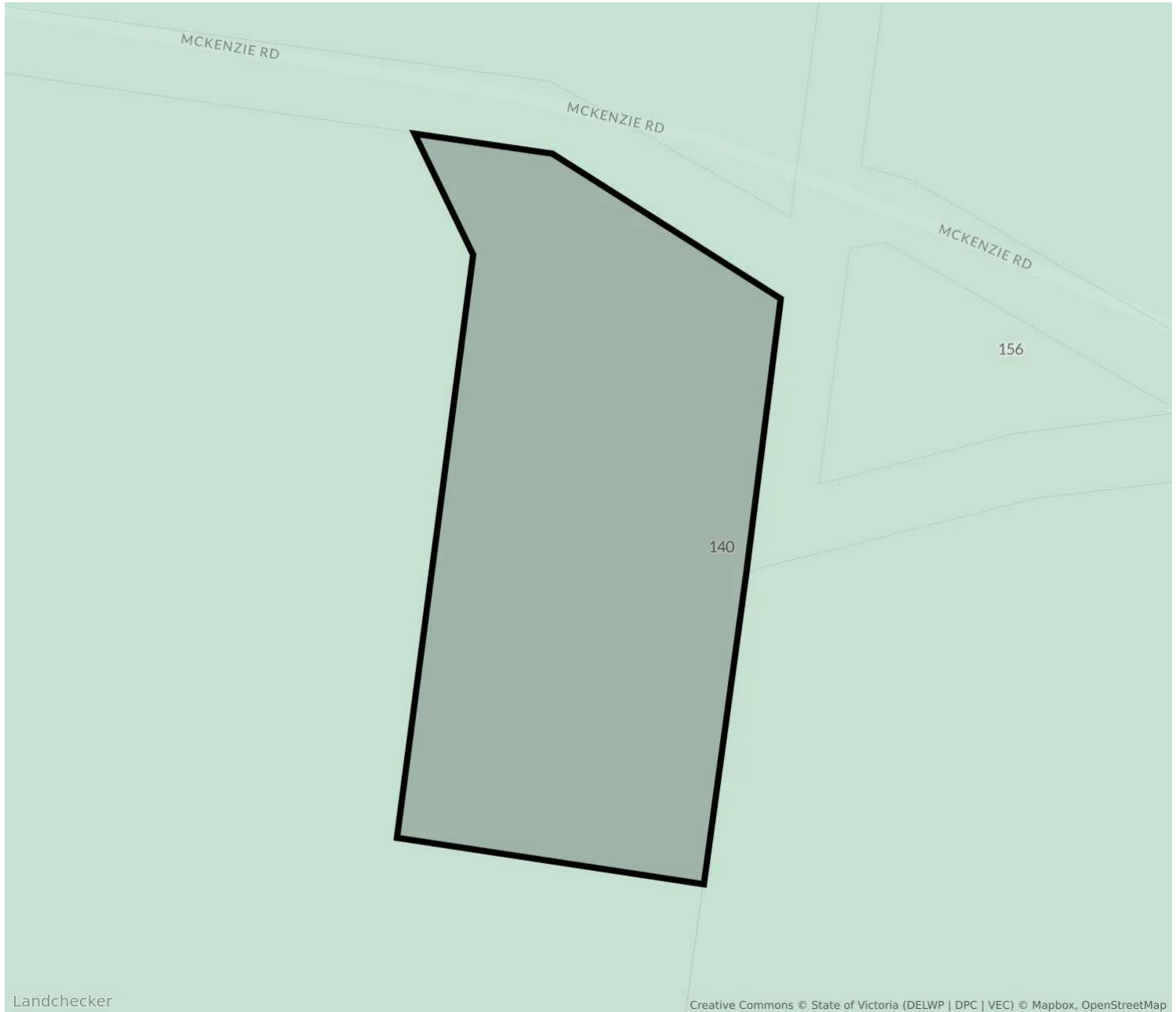
Status	Code	Date	Description
APPROVED	GC269	23/02/2026	GC269 corrects obvious or technical errors and makes consequential changes to local schedules to align with VC286.
APPROVED	VC291	18/02/2026	Amendment VC291 updates the Victoria Planning Provisions and all planning schemes to replace the Guidelines for the removal, destruction or lopping of native vegetation, 2017 with the version published in 2025 and amend clause 66.01 (Subdivision Referrals) to enable the direct referral of planning applications to Fire Rescue Victoria for the existing fire hydrant referral matter.
APPROVED	VC245	12/02/2026	Amendment VC245 makes changes to give effect to the Surf Coast Statement of Planning Policy (SPP) and Bellarine Peninsula SPP. The amendment improves the clarity of the VPP and Macedon Ranges Planning Scheme by removing the particular provision at Clause 51.07 (Macedon Ranges SPP). The amendment also makes administrative changes to the Greater Geelong Planning Scheme.
APPROVED	VC271	05/02/2026	The amendment supports the provision of energy-related infrastructure by facilitating the creation of new smaller lots for utility installations that transmit, distribute or store electricity in the Farming Zone and Rural Activity Zone.
APPROVED	VC294	04/02/2026	Amendment VC294 reforms sign provisions to exempt specified signs from planning permit requirements and remove mandatory permit expiration dates for most signs.
APPROVED	VC296	04/02/2026	Amendment VC296 reinstates the operation of the existing coronavirus (COVID-19) pandemic and recovery exemption planning provisions until 30 June 2027.
APPROVED	VC265	03/02/2026	Amendment VC265 makes corrections and updates to the Victoria Planning Provisions and all planning schemes to ensure they are current and accurate.
APPROVED	VC278	22/12/2025	Amendment VC278 applies Significant Landscape Overlays (SLOs) to 17 waterways within the Yarra (Birraring) and Waterways of the West catchments. The controls preserve the unique landscape character, cultural values, amenity and ecological health of each waterway. The amendment also strengthens state policy for waterways and includes updates to existing SLOs within the Waterways of the West and Rivers of the Barwon catchments.
APPROVED	VC288	21/12/2025	The amendment extends the streamlined VicSmart assessment process to include planning permit applications for the construction of two dwellings on a lot and the subdivision of land into two lots.

Status	Code	Date	Description
APPROVED	VC282	21/12/2025	The amendment changes the Victoria Planning Provisions and all planning schemes in Victoria by introducing a new clause 54 (One dwelling on a lot or a small second dwelling on a lot), making consequential changes to give effect to the new residential development planning assessment provision and correcting technical errors made by Amendment VC267.
APPROVED	VC289	21/12/2025	Amendment VC289 introduces a planning permit requirement to remove, destroy or lop a canopy tree in residential areas at clause 52.37 (Canopy trees) into the Victoria Planning Provisions (VPP) and all planning schemes. Minimum canopy tree replacement requirements will apply to an application to remove a canopy tree. The amendment is required to implement Action 12 of Plan for Victoria to protect and enhance canopy trees.
APPROVED	VC283	21/12/2025	The Amendment changes the Victoria Planning Provisions and all planning schemes in Victoria to implement Plan for Victoria (Department of Transport and Planning, 2025), update and introduce policy, remove reference to Plan Melbourne 2017-2050: Metropolitan Planning Strategy and make general drafting improvements and clarifications.
APPROVED	VC292	21/12/2025	Amendment VC292 makes changes to the Victoria Planning Provisions (VPP) and all planning schemes to include reference to the Neighbourhood Character Overlay (NCO) in the 'Application' section of clause 54 that was inadvertently omitted by Amendment VC282.
APPROVED	VC277	17/12/2025	Amendment VC277 amends car parking requirements to align car parking rates with demand and reduce the number of car parks required in locations well-served by public transport.

PROPOSED PLANNING SCHEME AMENDMENTS

140 Mckenzie Road, Neerim East Vic 3831

No proposed planning scheme amendments for this property



FZ - Farming Zone

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

To provide for the use of land for agriculture.

To encourage the retention of productive agricultural land.

To ensure that non-agricultural uses, including dwellings, do not adversely affect the use of land for agriculture.

To encourage the retention of employment and population to support rural communities.

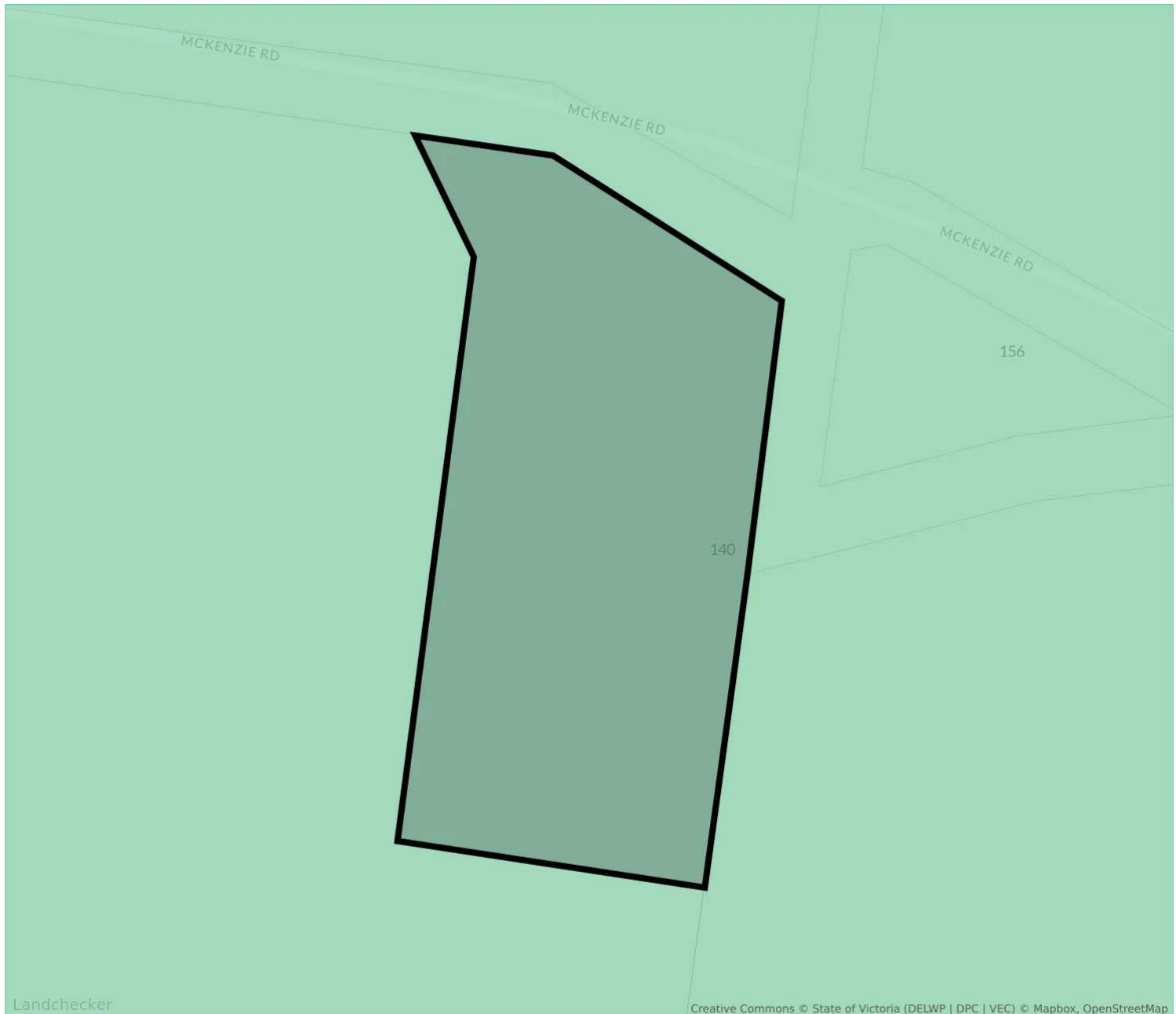
To encourage use and development of land based on comprehensive and sustainable land management practices and infrastructure provision.

To provide for the use and development of land for the specific purposes identified in a schedule to this zone.

VPP 35.07 Farming Zone

LPP 35.07 Schedule 1 To Clause 35.07 Farming Zone

For confirmation and detailed advice about this planning zone, please contact BAW BAW council on 03 5624 2411.



DCPO1 – Development Contributions Plan Overlay – Schedule 1

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

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

VPP 45.06 Development Contributions Plan Overlay

The Plan applies to all land within the boundaries of the 63 areas designated in Baw Baw Shire Development Contributions Plan from area 1a to area 48. The Plan provides for different amounts of levy to be payable in specified areas, which are shown on the Plans to this Schedule, and in the Baw Baw Shire Development Contributions Plan (December 2023).

LPP 45.06 Schedule 1 To Clause 45.06 Development Contributions Plan Overlay

For confirmation and detailed advice about this planning overlay, please contact BAW BAW council on 03 5624 2411.

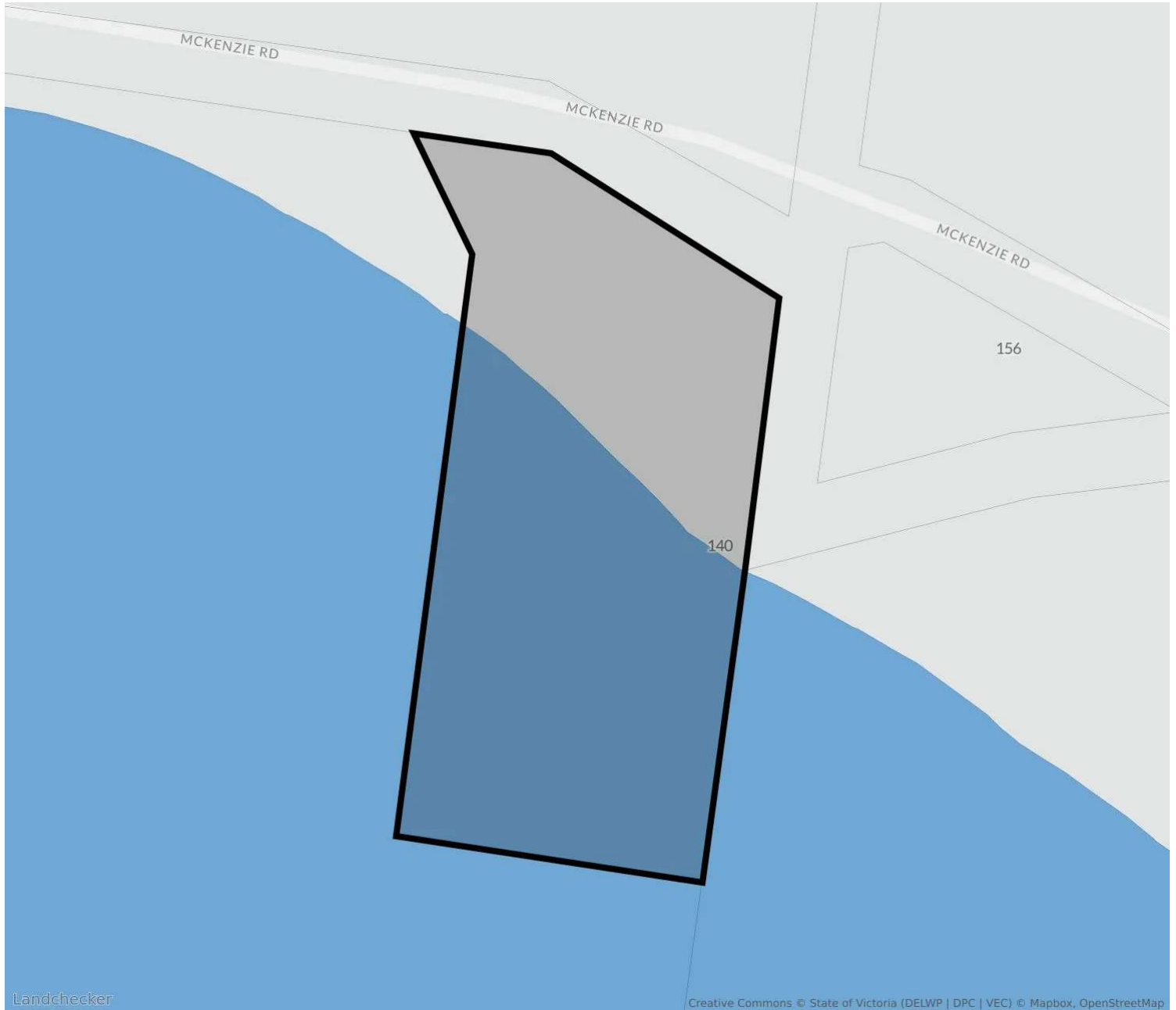
NEARBY OVERLAYS

140 Mckenzie Road, Neerim East Vic 3831



EMO - Erosion Management Overlay

For confirmation and detailed advice about this planning overlay, please contact BAW BAW council on 03 5624 2411.



Aboriginal Cultural Heritage Sensitivity

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

For confirmation and detailed advice about the cultural sensitivity of this property, please contact BAW BAW council on 03 5624 2411.

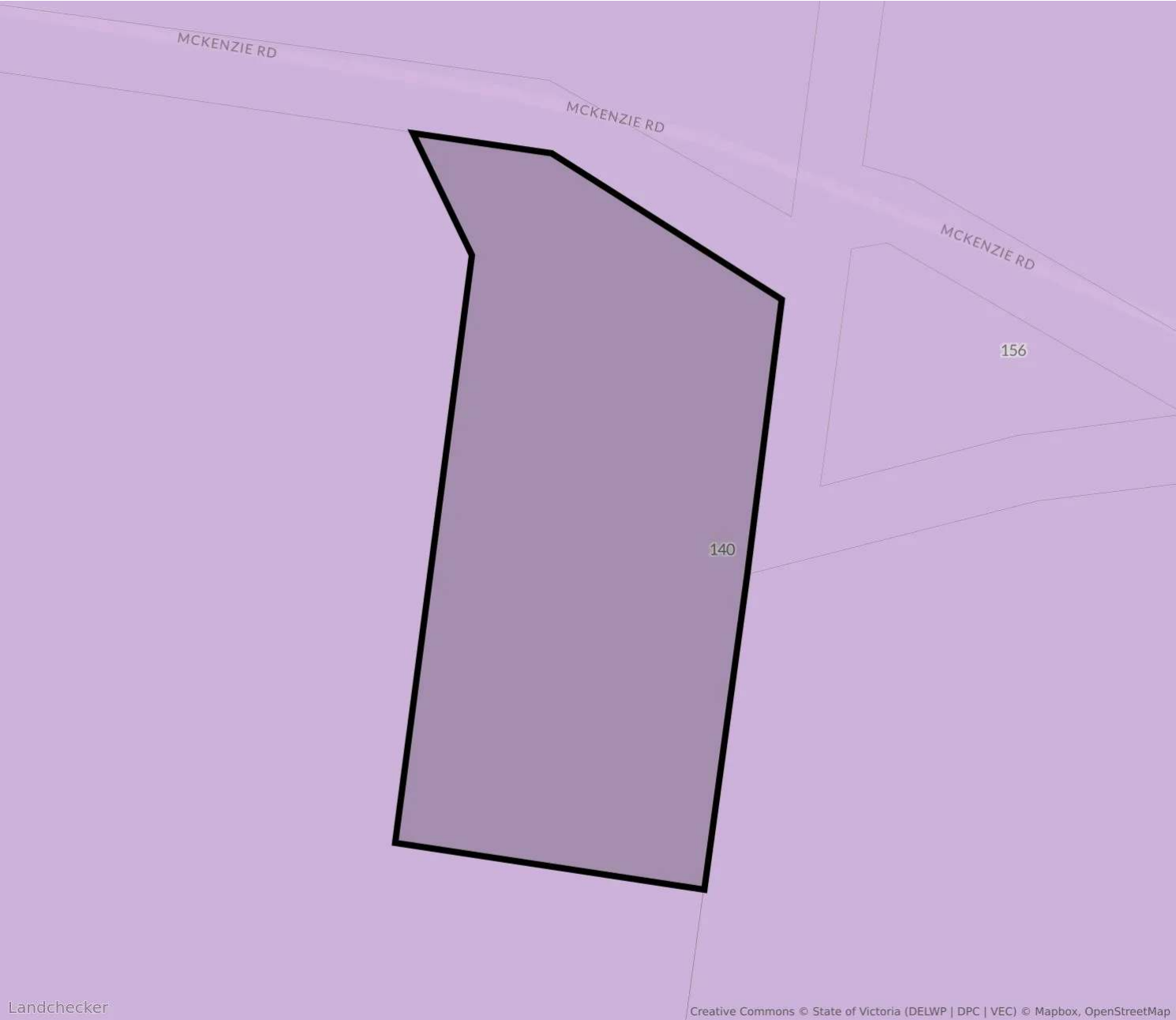


Flood

This property has not been specified as being affected by flooding according to [Landchecker flood sources](#).
For confirmation and detailed advice about this flood area, please contact the relevant source authority.

Source Authority	Status	Type	Last Updated
Department of Environment, Land, Water and Planning FO	Unaffected	State	16/02/2026
Department of Environment, Land, Water and Planning FO1	Unaffected	State	16/02/2026
Department of Environment, Land, Water and Planning FO2	Unaffected	State	16/02/2026
Department of Environment, Land, Water and Planning FO3	Unaffected	State	16/02/2026

Source Authority	Status	Type	Last Updated
Department of Environment, Land, Water and Planning LSIO	Unaffected	State	16/02/2026
Department of Environment, Land, Water and Planning LSIO1	Unaffected	State	16/02/2026
Department of Environment, Land, Water and Planning LSIO2	Unaffected	State	16/02/2026
Department of Environment, Land, Water and Planning LSIO3	Unaffected	State	16/02/2026
Department of Environment, Land, Water and Planning LSIO4	Unaffected	State	16/02/2026
Department of Environment, Land, Water and Planning RFO	Unaffected	State	16/02/2026
Department of Environment, Land, Water and Planning SBO	Unaffected	State	16/02/2026
Department of Environment, Land, Water and Planning SBO1	Unaffected	State	16/02/2026
Department of Environment, Land, Water and Planning SBO2	Unaffected	State	16/02/2026
Department of Environment, Land, Water and Planning SBO3	Unaffected	State	16/02/2026
Department of Environment, Land, Water and Planning UFZ	Unaffected	State	16/02/2026

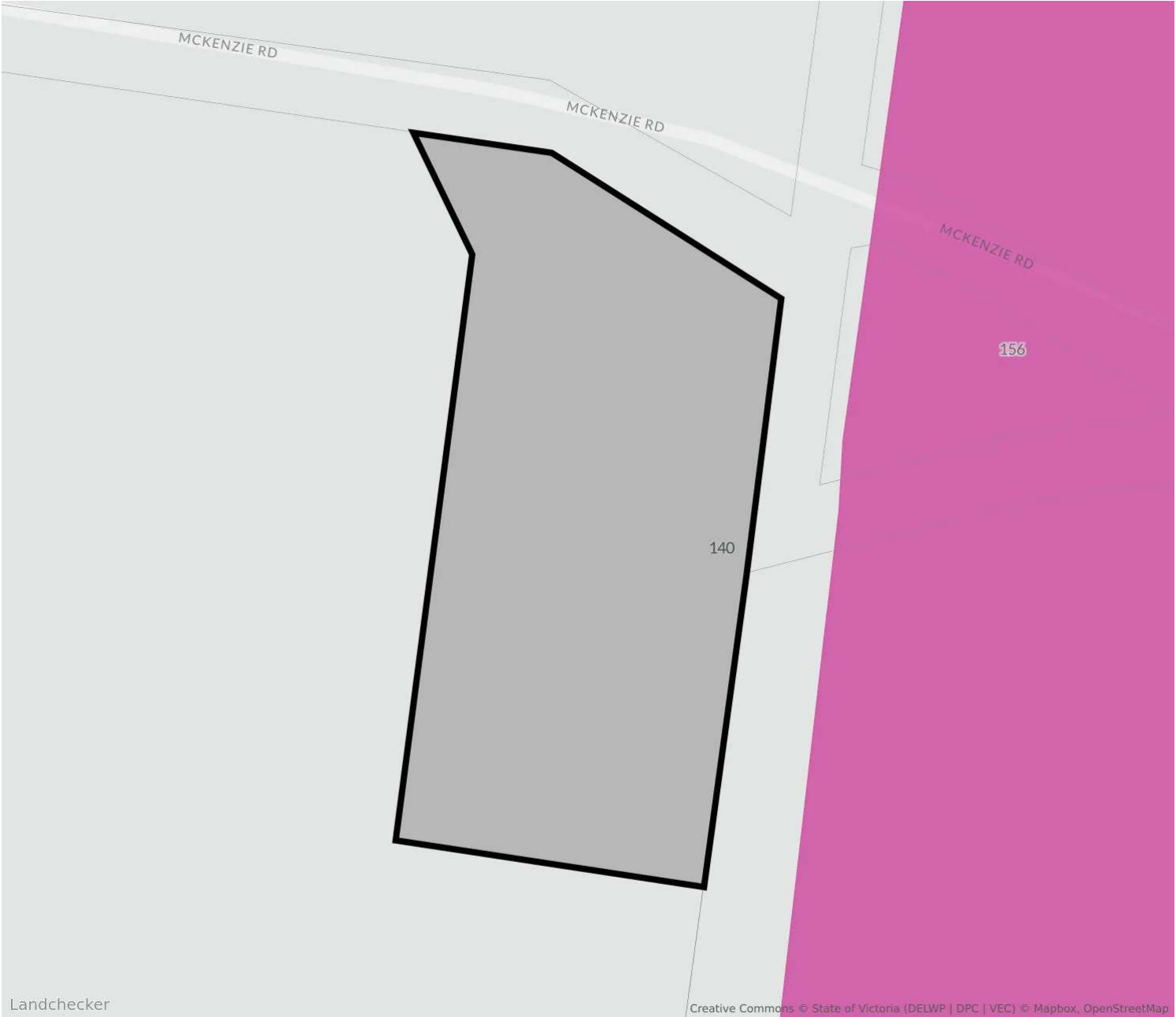


Bushfire Prone Area

This property is within a zone classified as a bushfire prone area.
For confirmation and detailed advice about this bushfire prone area, please contact the relevant source authority.

Source Authority	Status	Type	Last Updated
Department of Environment, Land, Water and Planning BPA	Affected	State	16/02/2026
Department of Environment, Land, Water and Planning BMO	Unaffected	State	16/02/2026
Department of Environment, Land, Water and Planning BMO1	Unaffected	State	16/02/2026
Department of Environment, Land, Water and Planning BMO2	Unaffected	State	16/02/2026

Source Authority	Status	Type	Last Updated
Department of Environment, Land, Water and Planning BMO3	Unaffected	State	16/02/2026



Landslide Prone Area

This property is not within a zone classified as a landslide prone area.
For confirmation and detailed advice about this landslide prone area, please contact the relevant source authority.

Source Authority	Status	Type	Last Updated
Department of Environment, Land, Water and Planning EMO	Unaffected	State	09/02/2026
Department of Environment, Land, Water and Planning EMO1	Unaffected	State	09/02/2026
Department of Environment, Land, Water and Planning EMO2	Unaffected	State	09/02/2026
Department of Environment, Land, Water and Planning EMO3	Unaffected	State	09/02/2026

Source Authority	Status	Type	Last Updated
Department of Environment, Land, Water and Planning EMO4	Unaffected	State	09/02/2026
Department of Environment, Land, Water and Planning EMO5	Unaffected	State	09/02/2026
Department of Environment, Land, Water and Planning EMO6	Unaffected	State	09/02/2026
Department of Environment, Land, Water and Planning EMO7	Unaffected	State	09/02/2026

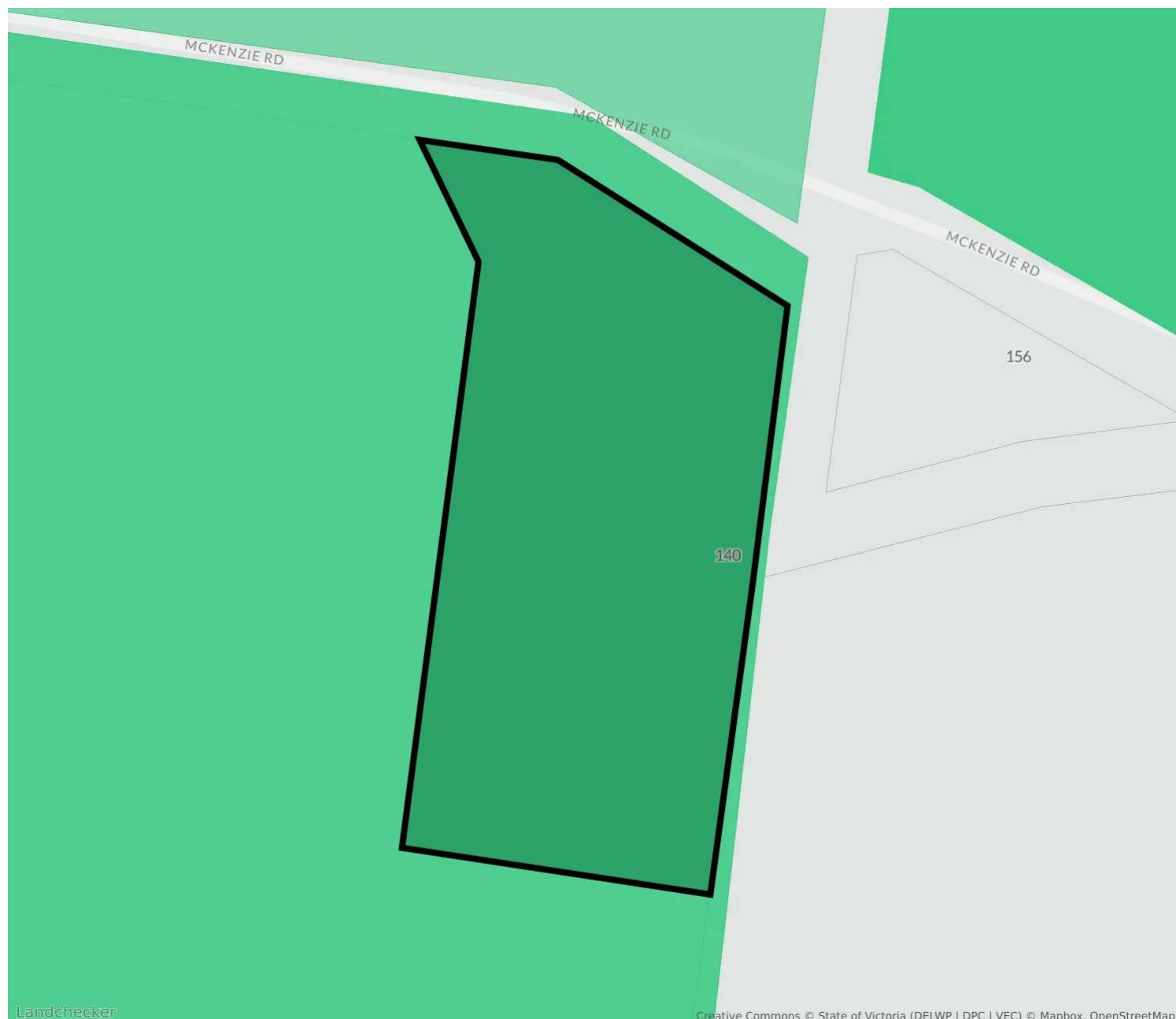


Status	Code	Date	Description
OTHER	PLV0036/22	Received 03/07/2022	Not proceeding - written advice provided.
APPROVED	PLA0158/22	Received 30/06/2022	Subdivision of land into 2 lots.

For confirmation and detailed advice about this planning permits, please contact BAW BAW council on 03 5624 2411.

NEARBY PLANNING PERMITS

140 Mckenzie Road, Neerim East Vic 3831



Status	Code	Date	Address	Description
APPROVED	EOT0039/25	Received 19/06/2025	<u>185 Mckenzie Road, Neerim East</u>	Planning permit - extension of time to pla0337/21.
APPROVED	PLAO023/08	Received 25/01/2008	<u>185 Mckenzie Road, Neerim East</u>	Develop land with swimming pool and enclosure.
APPROVED	PLAO158/22	Received 30/06/2022	<u>140 Mckenzie Road, Neerim East</u> <u>140 Mckenzie Road, Neerim East</u>	Subdivision of land into 2 lots.
APPROVED	PLAO315/16	Received 12/10/2016	<u>85 Mckenzie Road, Neerim</u> <u>95 Mckenzie Road, Neerim East</u>	Two (2) lot re-subdivision.
APPROVED	PLAO337/21	Received 16/11/2021	<u>185 Mckenzie Road, Neerim East</u>	Use and development for camping and caravan park.
OTHER	PLV0036/22	Received 03/07/2022	<u>140 Mckenzie Road, Neerim East</u> <u>140 Mckenzie Road, Neerim East</u>	Not proceeding - written advice provided.
APPROVED	PLV0047/24	Received 02/10/2024	<u>185 Mckenzie Road, Neerim East</u>	Clause 44.01-2 - buildings and works.

For confirmation and detailed advice about this planning permits, please contact BAW BAW council on 03 5624 2411.



■ Easements

The easement(s) displayed is indicative only and may represent a subset of the total easements.

For confirmation and detailed advice about the easement(s) on this property, please contact the relevant source authority.



Easements

The easement(s) displayed is indicative only and may represent a subset of the total easements.

For confirmation and detailed advice about the easement(s) nearby this property, please contact the relevant source authority.



10 - 20m Contours

For confirmation and detailed advice about the elevation of the property, please contact BAW BAW council on 03 5624 2411.

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Contract & S32

Final Audit Report

2026-03-24

Created:	2026-03-24
By:	Stuart Davis (stuart@sjdlaw.com.au)
Status:	Signed
Transaction ID:	CBJCHBCAABAAic0Agz_TqIPKW8j2_C12CQZJcc909K12

"Contract & S32" History

-  Document created by Stuart Davis (stuart@sjdlaw.com.au)
2026-03-24 - 1:29:29 AM GMT
-  Document emailed to Michael (mjmagri@live.com.au) for signature
2026-03-24 - 1:29:42 AM GMT
-  Email viewed by Michael (mjmagri@live.com.au)
2026-03-24 - 10:28:13 AM GMT
-  Document e-signed by Michael (mjmagri@live.com.au)
Signature Date: 2026-03-24 - 10:22:09 PM GMT - Time Source: server
-  Agreement completed.
2026-03-24 - 10:22:09 PM GMT