Contract of Sale of Land

Property:

39 Carboni Crescent, Lynbrook VIC 3975

Vu Conveyancing
8 Budge Street
NOBLE PARK VIC 3174
Tel: 0395466971
Ref: HV:25/5430

Contract of Sale of Land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

You may negotiate with the vendor about the amount of the deposit moneys payable under the contract of sale, up to 10 per cent of the purchase price.

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

The value of the lot may change between the day on which you sign the contract of sale of that lot and the day on which you become the registered proprietor

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

Contract of Sale of Land

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

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

- under power of attorney; or
- as director of a corporation; or
- as agent authorised in writing by one of the parties –

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER: .....

..... on ...../…..……/2025

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

State nature of authority, if applicable: ....

This offer will lapse unless accepted within [ ] clear business days (3 clear business days if none specified)
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 ...../…..……/2025

Print names(s) of person(s) signing: **Angelito Henry De La Cruz and Gertrudes Babia De La Cruz**

State nature of authority, if applicable: ....

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

Particulars of Sale

Vendor's estate agent

Name: Area Specialist

Address: Shop 13, Narelle Drive, Aspendale Gardens VIC 3195

Email:

Tel: 85866411 Mob: Fax: Ref:

Vendor

Name: Angelito Henry De La Cruz and Gertrudes Babia De La Cruz

Address:

ABN/ACN:

Email:

Vendor's legal practitioner or conveyancer

Name: Vu Conveyancing

Address: 8 Budge Street, Noble Park VIC 3174

Email: contact@vuconveyancing.com.au

Tel: 0395466971 Mob: Fax: Ref: 25/5430

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	10679	Folio	062	935	PS 331912H

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: 39 Carboni Crescent, Lynbrook VIC 3975

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

.....

Payment

Price $ .....

Deposit $ ..... by (of which has been paid)

Balance $ ..... payable at settlement

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

☐ GST (if any) must be paid in addition to the price if the box is checked

☐ This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked

☐ This sale is a sale of a 'going concern' if the box is checked

☐ The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 17 & 26.2)

is due on

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

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

Lease (general condition 5.1)

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

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

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

OR

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

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender: .....

Loan amount: no more than ..... Approval date: .....

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special Conditions

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

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

1. This Contract shall not be avoided on the ground that the chattels or personal property sold or any of them are not or cannot be delivered to the Purchaser and the Purchaser's right for non-delivery shall be limited to any claim the Purchaser may have for compensation or damages.

2. The Purchaser buys subject to any restrictions and covenants imposed by and pursuant to the provisions of the relevant Planning Scheme and any other Town Planning Acts or Schemes.

3. The purchaser acknowledges that any improvement on the property comply with the Victorian Building Regulations, Council by-laws, relevant Statutes and any regulations thereunder. No such failure to comply shall constitute a defect in the Vendor's title and the Purchaser shall not make any requisition or claim any compensation from the Vendor in relation thereto.

4. The Purchaser has purchased the property in its present condition and state of repair and subject to all faults and defects both latent or patent and except to any extent expressly provided in this contract the Vendor has not and no person on the Vendor's behalf has made any warranty or representation in relation to those matters.

5. The Vendor gives notice to the Purchaser that in the event that the Purchaser fails to complete the purchase of the property on the due date specified in the Contract between the Vendor and the Purchaser ("the Contract") for the payment of the residue as defined in the Contract ("the Due Date") the Vendor will or may suffer the following losses and expenses which the Purchaser shall be required to, and agrees to, pay to the Vendor in addition to the interest payable in accordance with the terms of the Contract:

   5.1 All costs associated with obtaining bridging finance to complete the Vendor's purchase of another property, and interest charged on such bridging finance;

   5.2 Interest payable by the Vendor under any existing mortgage over the property calculated from the due date;

   5.3 Accommodation and/or storage expenses necessarily incurred by the Vendor;

   5.4 Costs and expenses as between the Vendor's Solicitor and the Vendor;

   5.5 Penalties payable by the Vendor to a third party through any delay in completion of the Vendor's purchase.

   5.6 settlement rescheduling fee of $220.00 inclusive of GST per each request is payable to the vendor's representative.

6 If the Purchaser requests for any variations to the Contract of Sale particulars such as extensions for finance and deposit or variation to the due date for Settlement, the Purchaser acknowledges that they

will incur a fee of $165.00 per each variation request to cover the vendor's additional costs and disbursements incurred.

7 Statement of Adjustments must be prepared and provided to the Vendors representative not less than 5 days prior to the due date of settlement and any failure to do so, will cause the Purchasers to pay administration fee to the Vendors representative of $220 for the delay in receiving the Statement of Adjustments.

8. Land tax and windfall gains tax will not be adjusted in accordance with 10G and 10H of Par 6 – Amendment of Sale of Land Act 1962. However, the Purchaser or its representative must provide a copy of the Land Tax Clearance Certificate prior to settlement to make sure the outstanding land tax will be paid at settlement by the Vendor.

9. 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. The purchaser has to pay the professional fees to Vendor's Conveyancer of $220 for the nomination.

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.

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	39 CARBONI CRESCENT, LYNBROOK VIC 3975

Vendor's name	Angelito Henry De La Cruz	Date / /
Vendor's signature _____		
Vendor's name	Gertrudes Babia De La Cruz	Date / /
Vendor's signature _____		

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: $5,500.00

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

$0.00	To	

Other particulars (including dates and times of payments):

1.3 **Terms Contract**

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

Not Applicable

1.4 **Sale Subject to Mortgage**

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

Not Applicable

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPC No. 110
(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:

Not Applicable

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**

☒ The required specified information is as follows:

(a) Name of planning scheme CITY OF CASEY COUNCIL

(b) Name of responsible authority CITY OF CASEY COUNCIL

(c) Zoning of the land GENERAL RESIDENTIAL ZONE (GRZ);GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)

(d) Name of planning overlay DEVELOPMENT PLAN OVERLAY (DPO);DEVELOPMENT PLAN OVERLAY - SCHEDULE 1 (DPO1);DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO);DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 3 (DCPO3)

4. NOTICES

4.1 **Notice, Order, Declaration, Report or Recommendation**

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

Not Applicable

4.2 **Agricultural Chemicals**

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

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 1000m^2; (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. 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 (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.

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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 10679 FOLIO 062

Security no : 124124428590L
Produced 14/05/2025 11:28 AM

LAND DESCRIPTION

Lot 935 on Plan of Subdivision 331912H.
PARENT TITLE Volume 10616 Folio 659
Created by instrument PS331912H Stage 9 03/10/2002

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
ANGELITO HENRY DE LA CRUZ
GERTRUDES BABIA DE LA CRUZ both of 39 CARBONI CRESCENT LYNBROOK VIC 3975
AD420615V 07/02/2005

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT PS331912H 03/10/2002

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

DIAGRAM LOCATION

SEE PS331912H FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 39 CARBONI CRESCENT LYNBROOK VIC 3975

DOCUMENT END

Imaged Document Cover Sheet

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

Document Type	**Plan**
Document Identification	**PS331912H**
Number of Pages (excluding this cover sheet)	**27**
Document Assembled	**14/05/2025 11:28**

Copyright and disclaimer notice:
© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

The document is invalid if this cover sheet is removed or altered.

Delivered by LANDATA®, timestamp 14/05/2025 11:28 Page 1 of 27

PLAN OF SUBDIVISION

STAGE No.	LTO USE ONLY	PLAN NUMBER
	EDITION 12	PS 331912 H

LOCATION OF LAND

PARISH: EUMEMMERRING

TOWNSHIP: –

SECTION: –

CROWN ALLOTMENT: –

CROWN PORTION: 40,41,42, (PARTS)

LTO BASE RECORD: Chart 24 (2603)
TITLE REFERENCES: V.10162 F.678

LAST PLAN REFERENCE/S: LOT B PS.331899 V

POSTAL ADDRESS: (At time of subdivision) SOUTH GIPPSLAND HIGHWAY LYNDHURST

AMG Co-ordinates (of approx centre of land in plan) E 346500 N 5787500 **ZONE:** 55

COUNCIL CERTIFICATION AND ENDORSEMENT

COUNCIL NAME: CITY OF CRANBOURNE REF: 4780

~~1. This plan is certified under Section 6 of the Subdivision Act 1988.~~

2. This plan is certified under Section 11(7) of the Subdivision Act 1988.
Date of original certification under Section 6. 31 / 5 / 94

~~3. This is a statement of compliance issued under Section 21 of the Subdivision Act 1988.~~

OPEN SPACE

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

(ii) The requirement has been satisfied

(iii) The requirement is to be satisfied in Stage .....

Council Delegate
~~Council Seal~~
Date 18 / 1 / 95

APPLIES TO MASTER PLAN (STAGE 1 ONLY)

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

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
RESERVE NO.1	ROADS CORPORATION
RESERVES No.2-No.7(BI) No.9-No.13(BI),No.17, No.19 & No.20	CITY OF CASEY
RESERVE NO.8	SECV
RESERVE No. 14	EASTERN ENERGY LTD
RESERVE No 15 & 16	MELBOURNE WATER CORPORATION
RESERVE No 18	TXU NETWORKS PTY.LTD.
ROADS R1-R8(BI)	CITY OF CASEY

NOTATIONS

STAGING This is/~~is not~~ a staged subdivision.
Planning permit No. 930030

DEPTH LIMITATION DOES NOT APPLY

SURVEY. THIS PLAN IS/~~IS NOT~~ BASED ON SURVEY

THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No (s)
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
	SEE SHEET 2			

LTO USE ONLY

STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT

RECEIVED ☑

DATE: 23 / 8 / 95

THIS IS AN L.T.O. COMPILED PLAN

CHECKED 3/4/98

Assistant Registrar of Titles

SHEET 1 OF 25 SHEETS

KLM DEVELOPMENT CONSULTANTS
4/50 THOMAS STREET.
DANDENONG, 3175
PH. (03) 794-9438

LICENSED SURVEYOR (PRINT) James A.Dea

SIGNATURE ..... DATE 10 / 1 / 95

REF S19037/1 VERSION 11

DATE 18 / 1 / 95

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

Delivered by LANDATA®, timestamp 14/05/2025 11:28 Page 2 of 27

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER
PS 331912 H

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	PIPELINE	20.12	INST. A562995	V.5755 F.953
E-2	PIPELINE	20.12	INST. A562996	V.5755 V.953
E-4	DRAINAGE	1.41	LP.7181	LOTS ON LP.7181
E-5	DRAINAGE	2.01	LP.32899	LOTS ON LP.32899
E-7	DRAINAGE	2.01	INST.2691657	V.7833 F.123
E-8	DRAINAGE AND SEWERAGE SEWERAGE	SEE DIAG.	THIS PLAN THIS PLAN	LAND IN THIS PLAN MELBOURNE WATER CORPORATION
E-9	POWERLINE	1.50	THIS PLAN	UNITED ENERGY
E-10	POWERLINE DRAINAGE AND SEWERAGE SEWERAGE	SEE DIAG.	THIS PLAN THIS PLAN THIS PLAN	UNITED ENERGY LAND IN THIS PLAN MELBOURNE WATER CORPORATION
E-11 & E-19 E-11, E-19 & E-23	DRAINAGE AND SEWERAGE SEWERAGE	SEE DIAG. "	THIS PLAN THIS PLAN	LAND IN THIS PLAN SOUTH EAST WATER LIMITED
R-1, R-2 & R-3	WAY, DRAINAGE, SEWERAGE & THE SUPPLY OF WATER, GAS, ELECTRICITY & TELEPHONE	SEE DIAG	THIS PLAN	LAND IN THIS PLAN
E-12	SEWERAGE	4.72	U 709479 S	SOUTH EAST WATER LIMITED
E-14	POWERLINE	1.50	THIS PLAN	EASTERN ENERGY LTD
E-15	DRAINAGE AND SEWERAGE SEWERAGE POWERLINE	SEE DIAG	THIS PLAN	LAND IN THIS PLAN SOUTH EAST WATER LTD EASTERN ENERGY LTD
E-16	CARRIAGEWAY AND POWERLINE	SEE DIAG	THIS PLAN	EASTERN ENERGY LTD
E-13 & E-17	DRAINAGE & SEWERAGE	SEE DIAG.	THIS PLAN	LOTS ON THIS PLAN
	SEWERAGE	SEE DIAG.	THIS PLAN	SOUTH EAST WATER LIMITED
E-20	POWERLINE	SEE DIAG	SECTION 88 ELECTRICITY INDUSTRIES ACT 2000 THIS PLAN	TXU NETWORKS PTY LTD.
E-20	CARRIAGEWAY	SEE DIAG.	THIS PLAN	TXU NETWORKS PTY LTD.
E-21	TELEPHONE	IM	THIS PLAN	LOTS ON THIS PLAN
E-22	POWERLINE	IM	SECTION 88 ELECTRICITY INDUSTRIES ACT 2000 THIS PLAN	TXU NETWORKS PTY LTD.
E-24	SEWERAGE, MCP-AA1108 APPLIES	2	AM954129X	SOUTH EAST WATER CORPORATION

KLM DEVELOPMENT CONSULTANTS
4/50 THOMAS STREET.
DANDENONG, 3175
PH. (03) 9794-9438

0
LENGTHS ARE IN METRES

ORIGINAL
SCALE: -
SHEET SIZE: A3

LICENSED SURVEYOR (PRINT) James Andrew Dea
SIGNATURE ..... DATE / /
REF 0820/0A VERSION 1

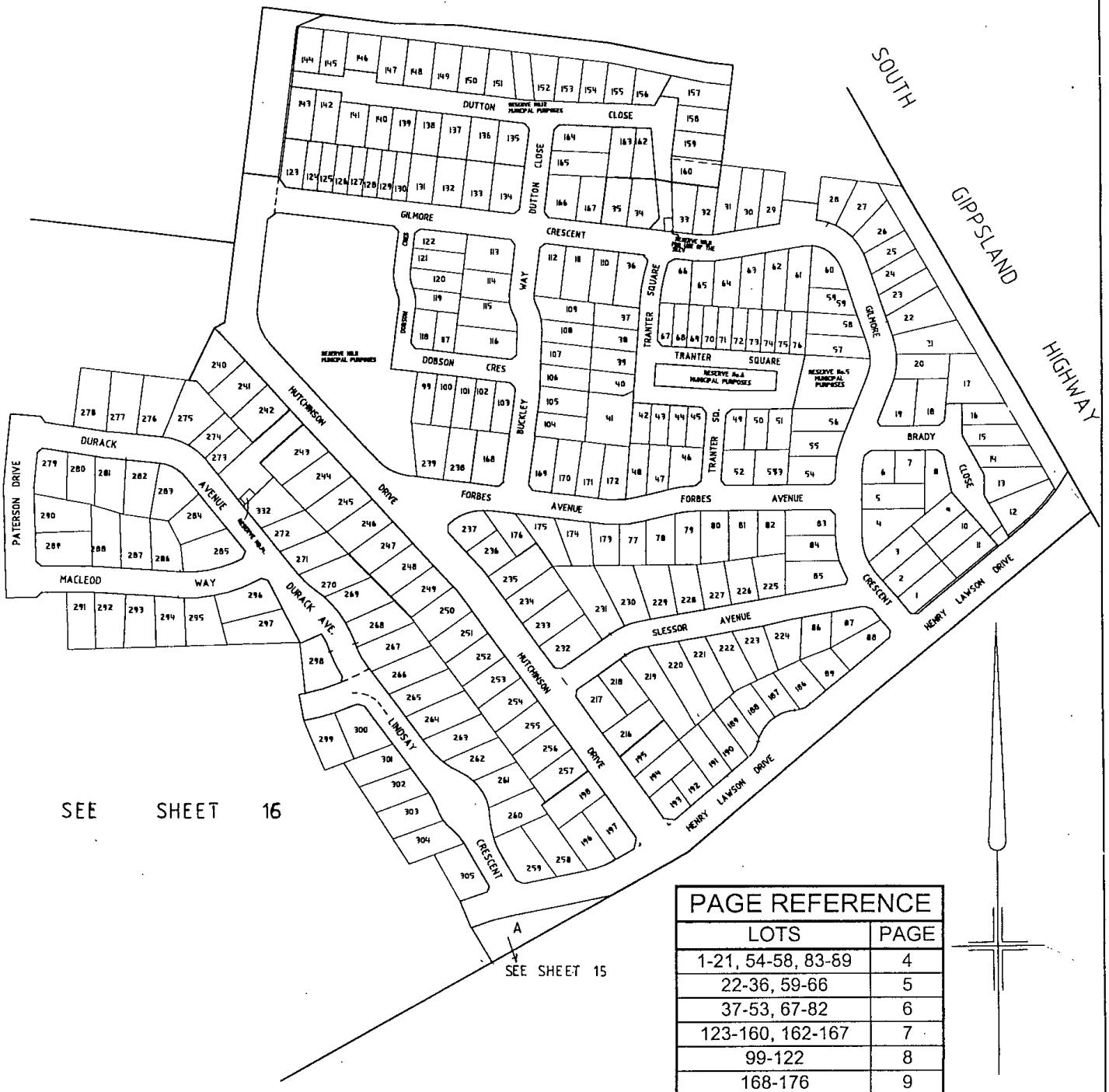
SHEET 2 OF 25 SHEETS
DATE / /
COUNCIL DELEGATE SIGNATURE

0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150mm

Delivered by LANDATA®, timestamp 14/05/2025 11:28 Page 3 of 27

KEY SHEET OF PLAN OF SUBDIVISION

PLAN NUMBER
PS. 331912 H



PAGE REFERENCE	
LOTS	PAGE
1-21, 54-58, 83-89	4
22-36, 59-66	5
37-53, 67-82	6
123-160, 162-167	7
99-122	8
168-176	9
186-198	10
237-247	11
216-236, 248-257	12
258-268, 298-305	13
269-297 & 332	14
A & S&	15

KLM DEVELOPMENT CONSULTANTS
LEVEL 3, 47 PRINCES HWY
DANDENONG, 3175
PH. (03) 9794-9438

SCALE
25 0 25 50 75 100 150
LENGTHS ARE IN METRES

ORIGINAL SCALE: 1:2500
ORIGINAL SHEET SIZE: A3

LICENSED SURVEYOR (PRINT) ..... JAMES A. DEA .....
SIGNATURE ..... DATE / /
REF S0820KEY/6 VERSION 1

SHEET 3 OF 25 SHEETS

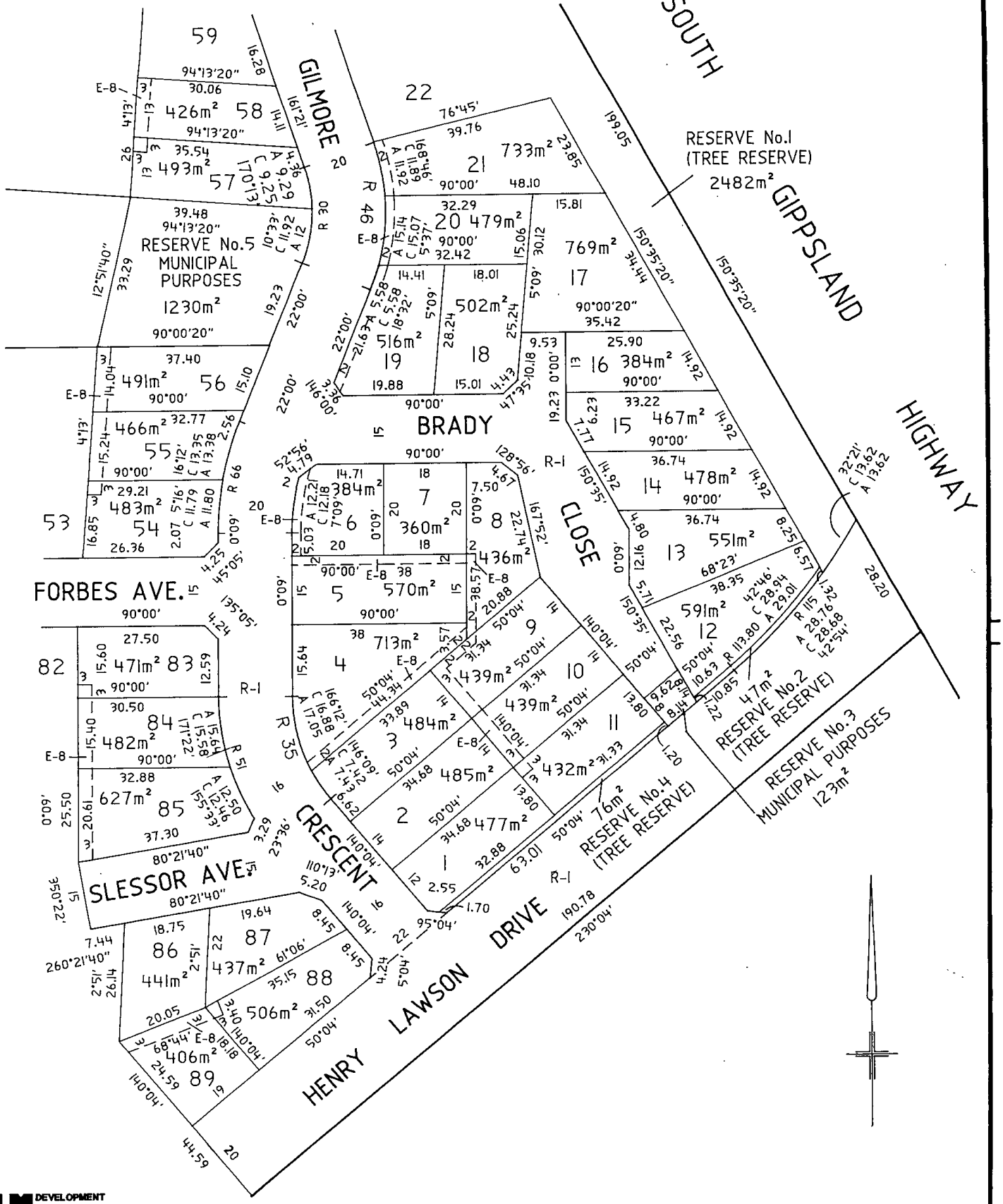
..... DATE / /
COUNCIL DELEGATE SIGNATURE

Delivered by LANDATA®, timestamp 14/05/2025 11:28 Page 4 of 27

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER
PS 331912 H



KLM DEVELOPMENT CONSULTANTS
4/50 THOMAS STREET.
DANDENONG, 3175
PH. (03) 794-9438

8 0 8 16 24 32 40
LENGTHS ARE IN METRES

ORIGINAL
SCALE 1:800
SHEET SIZE A3

LICENSED SURVEYOR (PRINT) James Andrew Dea
SIGNATURE ..... DATE 10 / 1 / 95
REF 19037/1 VERSION II

SHEET 4 OF 25 SHEETS

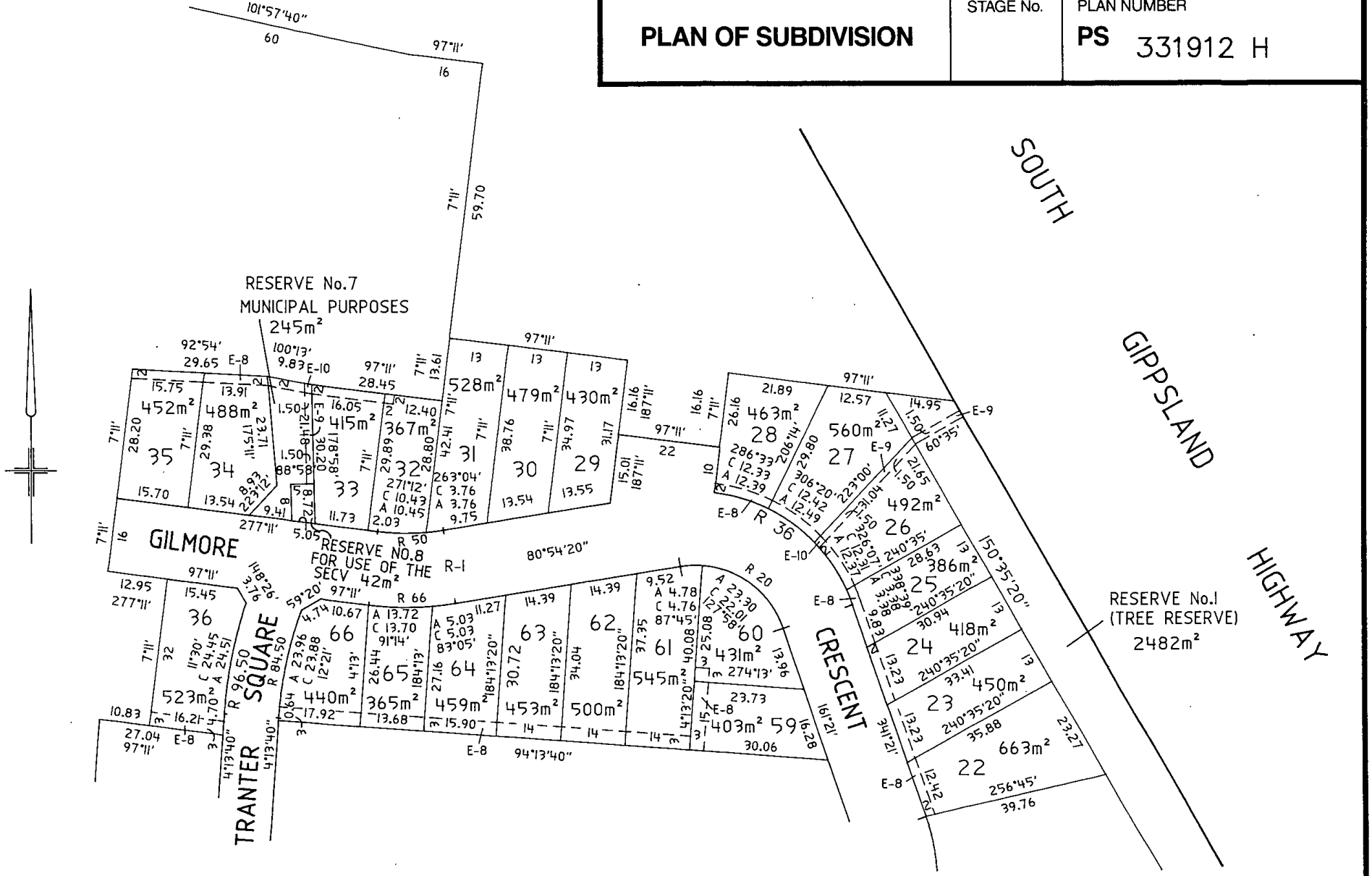
DATE 18 / 1 / 95
COUNCIL DELEGATE SIGNATURE

0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150mm

Creffield's PS03

PLAN OF SUBDIVISION

STAGE No.	PLAN NUMBER
	PS 331912 H



KLM DEVELOPMENT CONSULTANTS 4/50 THOMAS STREET. DANDENONG, 3175 PH. (03) 794-9438	SCALE 8 0 8 16 24 32 40 LENGTHS ARE IN METRES	ORIGINAL SCALE: 1:800	ORIGINAL SHEET SIZE: A3	LICENSED SURVEYOR (PRINT) ..... James A. Dea SIGNATURE ..... DATE 10 / 1 / 95 REF 19037/1 VERSION 11	SHEET 5 OF 25 SHEETS ..... DATE 18 / 1 / 95 COUNCIL DELEGATE SIGNATURE

Creffield's PS04

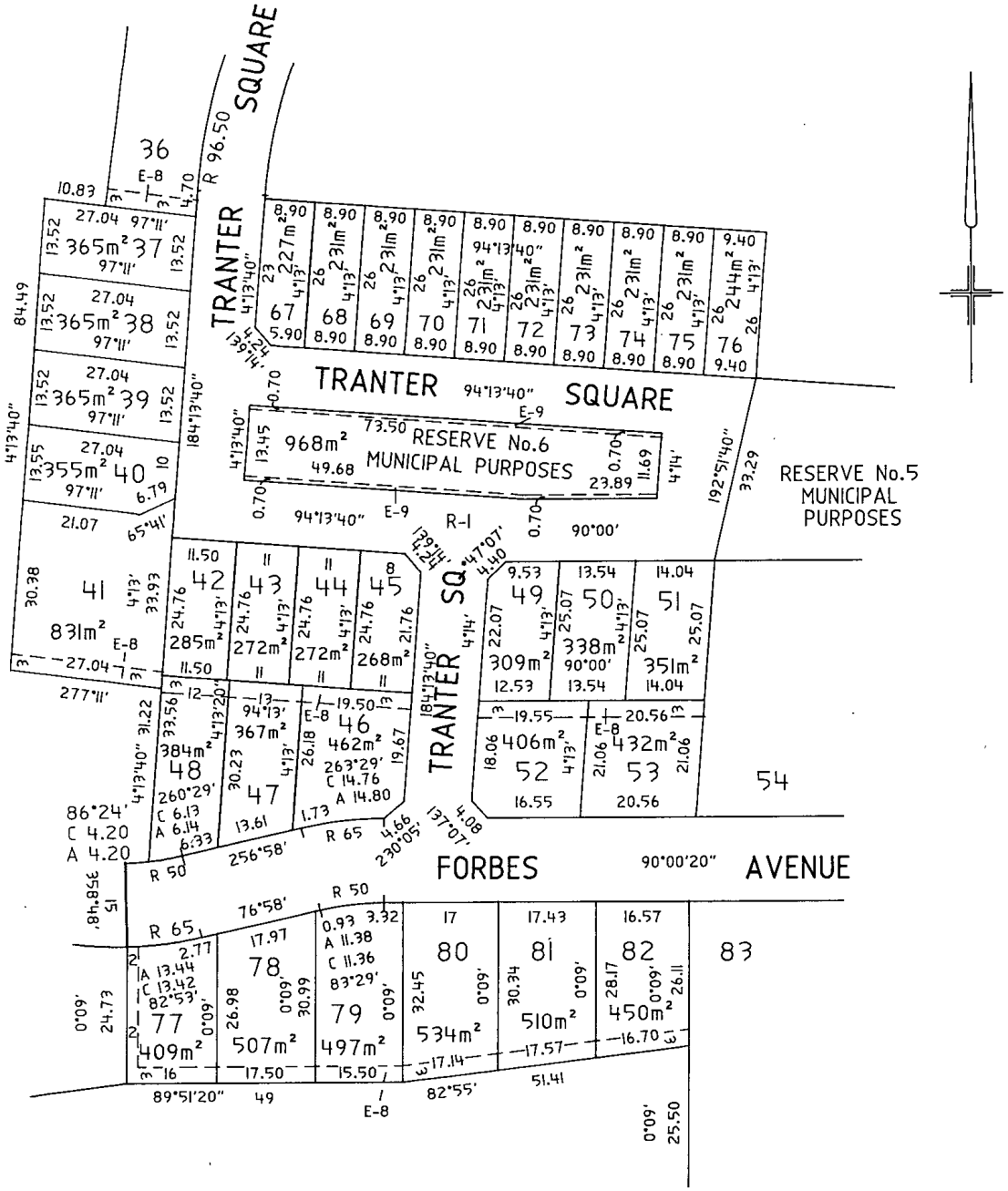
Delivered by LANDATA®, timestamp 14/05/2025 11:28 Page 5 of 27

Delivered by LANDATA®, timestamp 14/05/2025 11:28 Page 6 of 27

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER
PS 331912 H



KLM DEVELOPMENT CONSULTANTS
4/50 THOMAS STREET.
DANDENONG, 3175
PH. (03) 794-9438

8 0 8 16 24 32 40
LENGTHS ARE IN METRES

ORIGINAL
SCALE 1:800 | SHEET SIZE A3

LICENSED SURVEYOR (PRINT) James Andrew Dea
SIGNATURE ..... DATE 10 / 1 / 95
REF 19037/1 VERSION II

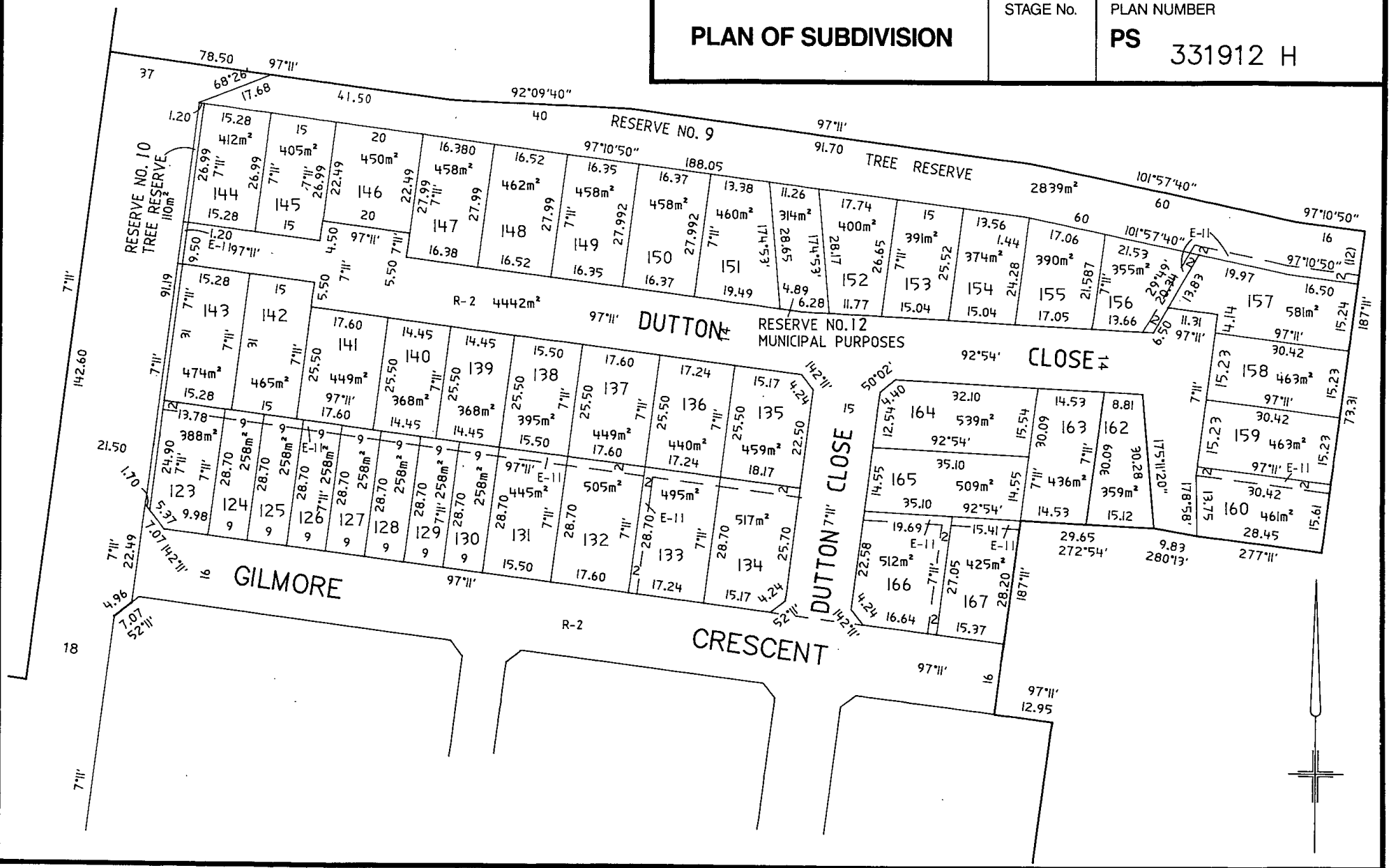
SHEET 6 OF 25 SHEETS
DATE 18 / 1 / 95
COUNCIL DELEGATE SIGNATURE

0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150mm

Creffields PS03

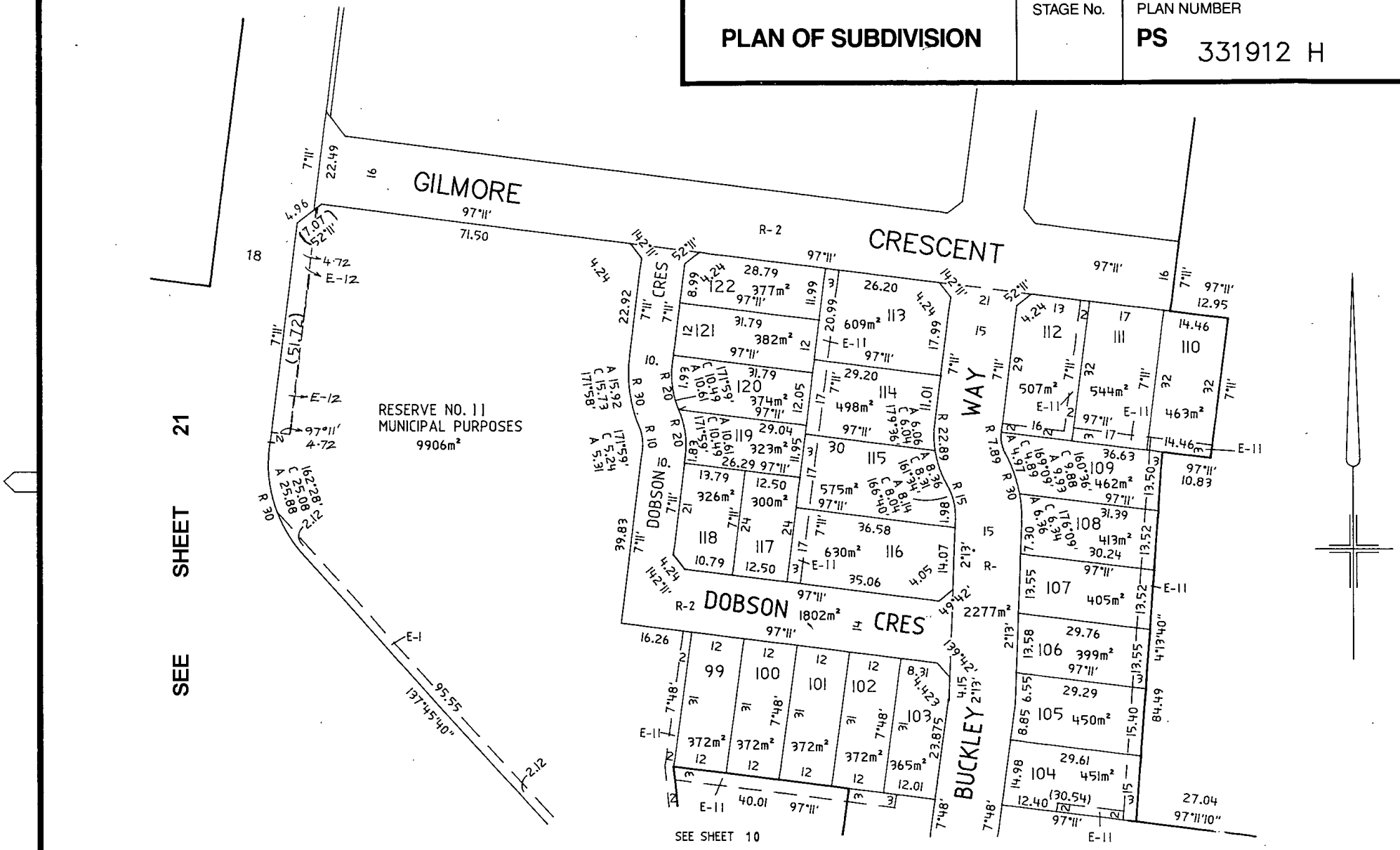
PLAN OF SUBDIVISION

STAGE No.	PLAN NUMBER
	PS 331912 H


RESERVE NO. 9
TREE RESERVE
RESERVE NO. 10
TREE RESERVE
RESERVE NO. 12
MUNICIPAL PURPOSES
DUTTON CLOSE
GILMORE CRESCENT
R-2
R-2 4442m²
92°09'40"
97°10'50"
101°57'40"
92°54'
50°02'
142°11'
97°11'
2839m²
91.70
188.05
142.60
91.19
73.31
187°11'
175°11'20"
272°54'
280°13'
277°11'
97°10'50"
101°57'40"
92°54'
142°11'
52°11'
97°11'
142°11'
97°11'
97°11'
97

PLAN OF SUBDIVISION

STAGE No.	PLAN NUMBER
	PS 331912 H



KLM DEVELOPMENT CONSULTANTS	SCALE	ORIGINAL			SHEET 8 OF 25 SHEETS
4/50 THOMAS STREET. DANDENONG, 3175 PH. (03) 794–9438	8 0 8 16 24 32 40 LENGTHS ARE IN METRES	SCALE 1:800	SHEET SIZE A3	LICENSED SURVEYOR (PRINT) ..... James. A. Dea ..... SIGNATURE ..... DATE / / REF 19037/3 VERSION 9	..... DATE / / COUNCIL DELEGATE SIGNATURE

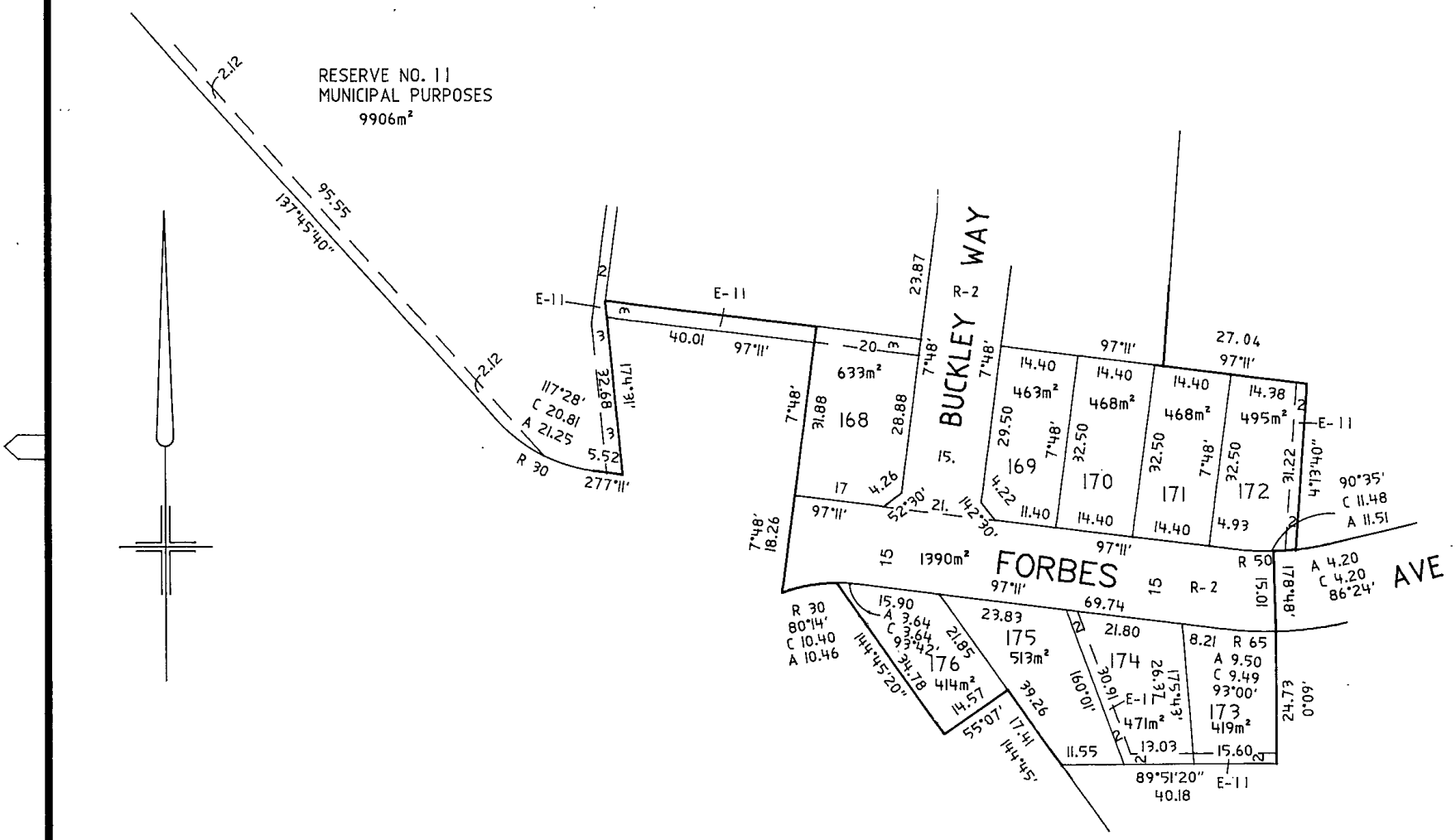
0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150mm

Creffield's PS04

Delivered by LANDATA®, timestamp 14/05/2025 11:28 Page 8 of 27

PLAN OF SUBDIVISION

STAGE No.	PLAN NUMBER
	PS 331912 H



KLM DEVELOPMENT CONSULTANTS	SCALE	ORIGINAL		LICENSED SURVEYOR (PRINT) James A. Dea	SHEET 9 OF 25 SHEETS
4/50 THOMAS STREET.	8 0 8 16 24 32 40	SCALE	SHEET SIZE	SIGNATURE ..... DATE / /	.....
DANDENONG, 3175	LENGTHS ARE IN METRES	1:800	A3	REF 19037/3 VERSION 9	DATE / /
PH. (03) 794-9438					COUNCIL DELEGATE SIGNATURE

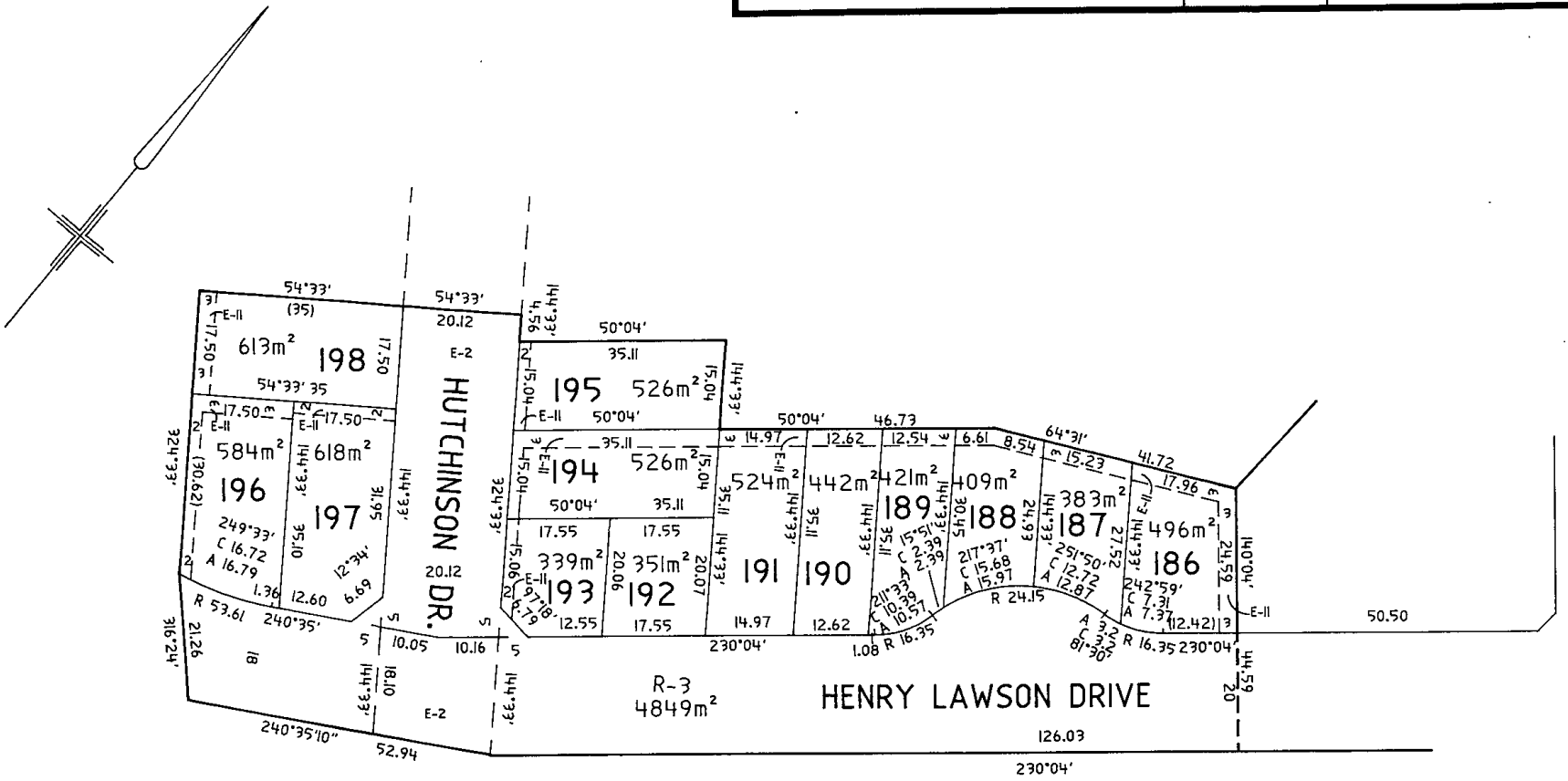
0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150mm

Creffield's PS04

Delivered by LANDATA®, timestamp 14/05/2025 11:28 Page 9 of 27

PLAN OF SUBDIVISION

STAGE No.	PLAN NUMBER
	PS 331912 H



KLM DEVELOPMENT CONSULTANTS	SCALE	ORIGINAL			SHEET 10 OF 25 SHEETS
4/50 THOMAS STREET. DANDENONG, 3175 PH. (03) 9794-9438	8 0 8 16 24 32 40 LENGTHS ARE IN METRES	SCALE 1:800	SHEET SIZE A3	LICENSED SURVEYOR (PRINT) ..... JAMES. A. DEA ..... SIGNATURE ..... DATE / / REF 0820/4 VERSION 11	..... DATE / / COUNCIL DELEGATE SIGNATURE

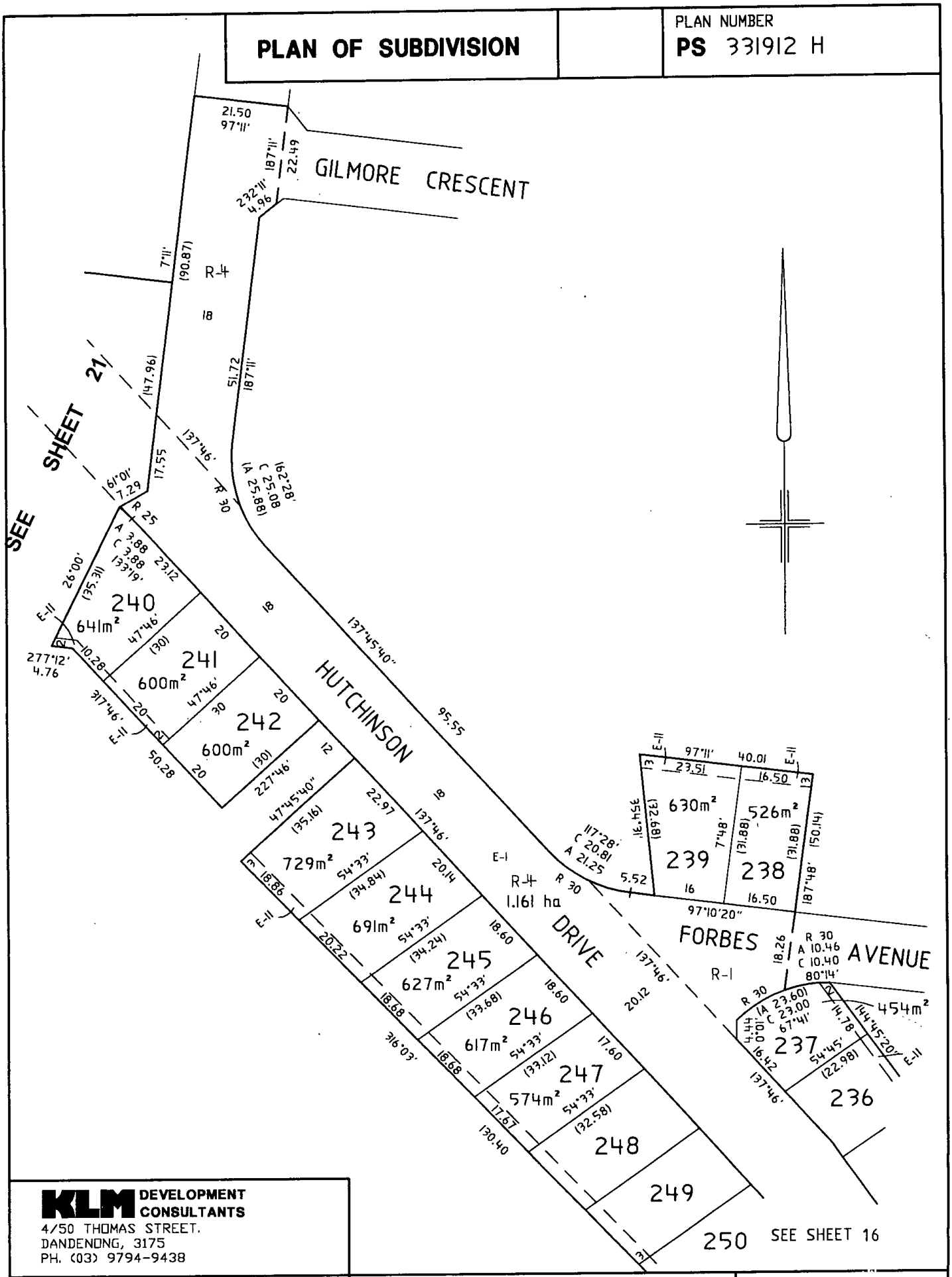
Creffield's PS04

Delivered by LANDATA®, timestamp 14/05/2025 11:28 Page 10 of 27

Delivered by LANDATA®, timestamp 14/05/2025 11:28 Page 11 of 27

PLAN OF SUBDIVISION

PLAN NUMBER
PS 331912 H



KLM DEVELOPMENT CONSULTANTS
4/50 THOMAS STREET.
DANDENONG, 3175
PH. (03) 9794-9438

SCALE
8 0 8 16 24 32 40
LENGTHS ARE IN METRES

ORIGINAL
SCALE: 1:800
SHEET SIZE: A3

LICENSED SURVEYOR (PRINT) ..... JAMES A. DEA .....
SIGNATURE ..... DATE / /
REF 0820/5A VERSION 2.

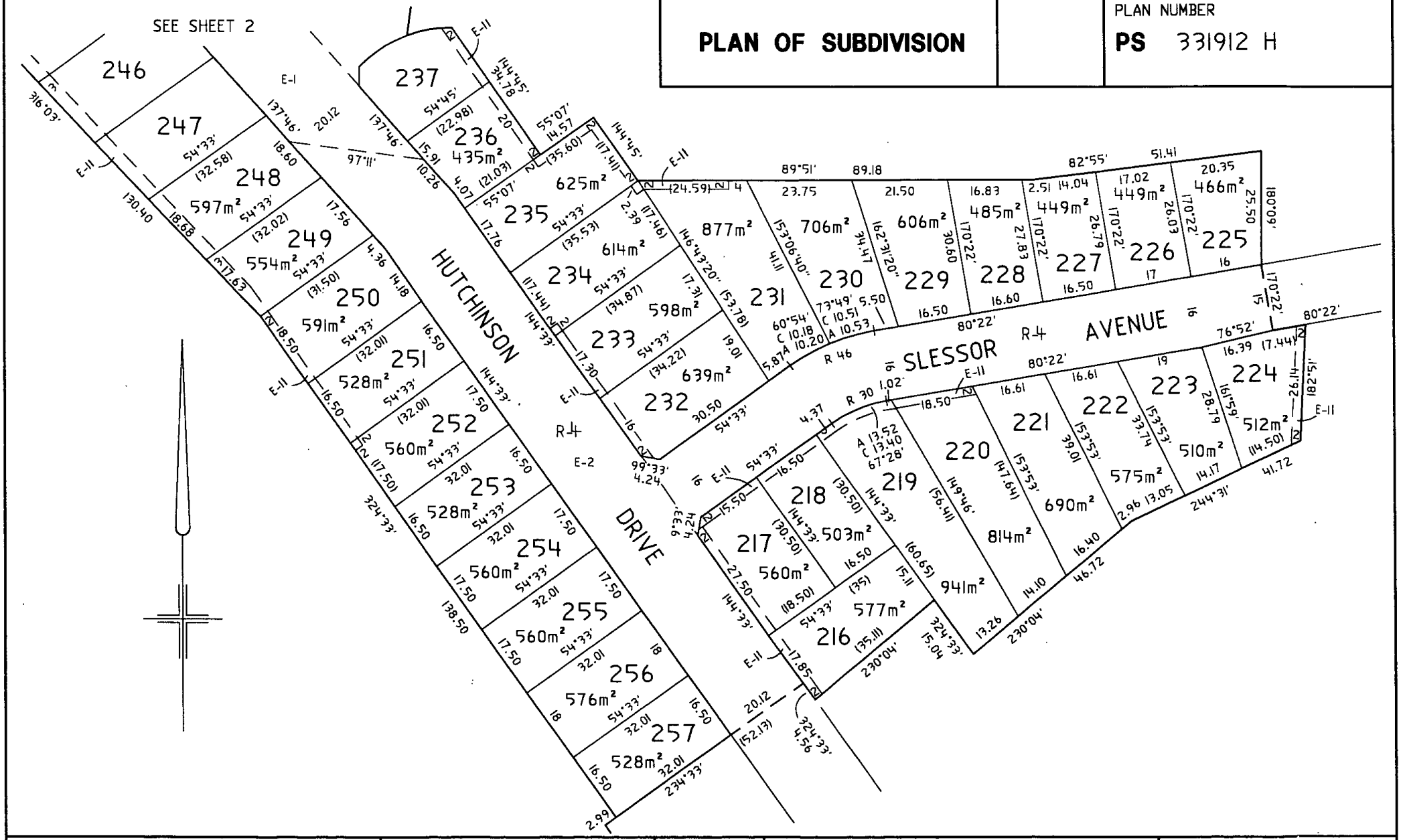
SHEET 11 OF 25 SHEETS

DATE / /
COUNCIL DELEGATE SIGNATURE

0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150mm

PLAN OF SUBDIVISION

PLAN NUMBER
PS 331912 H



KLM DEVELOPMENT CONSULTANTS
4/50 THOMAS STREET,
DANDENONG, 3175
PH. (03) 9794-9438

SCALE
8 0 8 16 24 32 40
LENGTHS ARE IN METRES

ORIGINAL
SCALE: 1:800
SHEET SIZE: A3

LICENSED SURVEYOR (PRINT) ..... JAMES A. DEA .....
SIGNATURE ..... DATE / /
REF 0820/5A VERSION 2

SHEET 12 OF 25 SHEETS

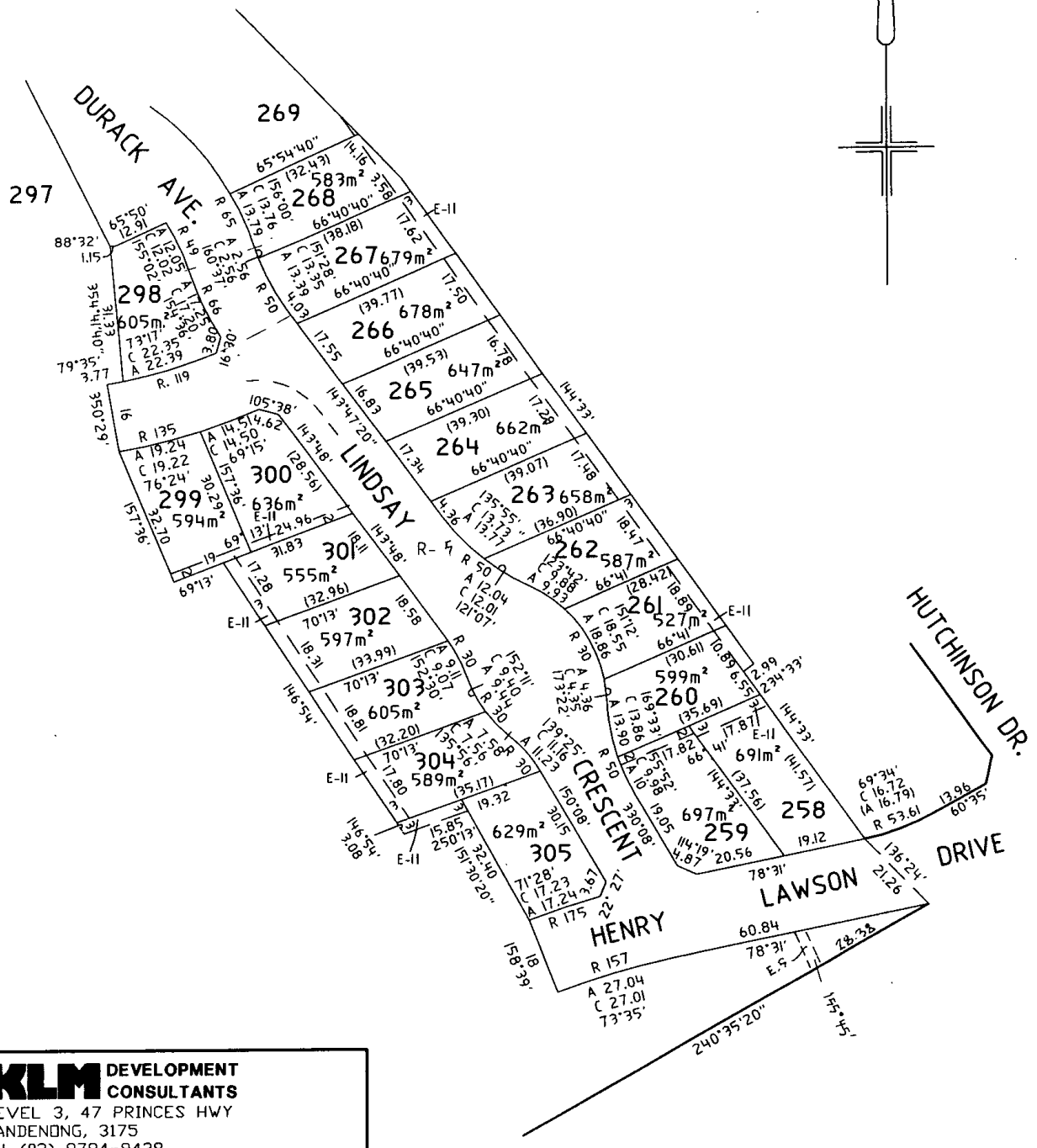
DATE / /
COUNCIL DELEGATE SIGNATURE

Delivered by LANDATA®, timestamp 14/05/2025 11:28 Page 12 of 27

Delivered by LANDATA®, timestamp 14/05/2025 11:28 Page 13 of 27

PLAN OF SUBDIVISION

PLAN NUMBER
PS 331912 H



KLM DEVELOPMENT CONSULTANTS
LEVEL 3, 47 PRINCES HWY
DANDENONG, 3175
PH. (03) 9794-9438

SCALE
10 0 10 20 30 40 50
LENGTHS ARE IN METRES

ORIGINAL
SCALE 1:1000 | SHEET SIZE A3

LICENSED SURVEYOR (PRINT) ..... JAMES A. DEA .....
SIGNATURE ..... DATE / /
REF 0820/6 VERSION 8

SHEET 13 OF 25 SHEETS

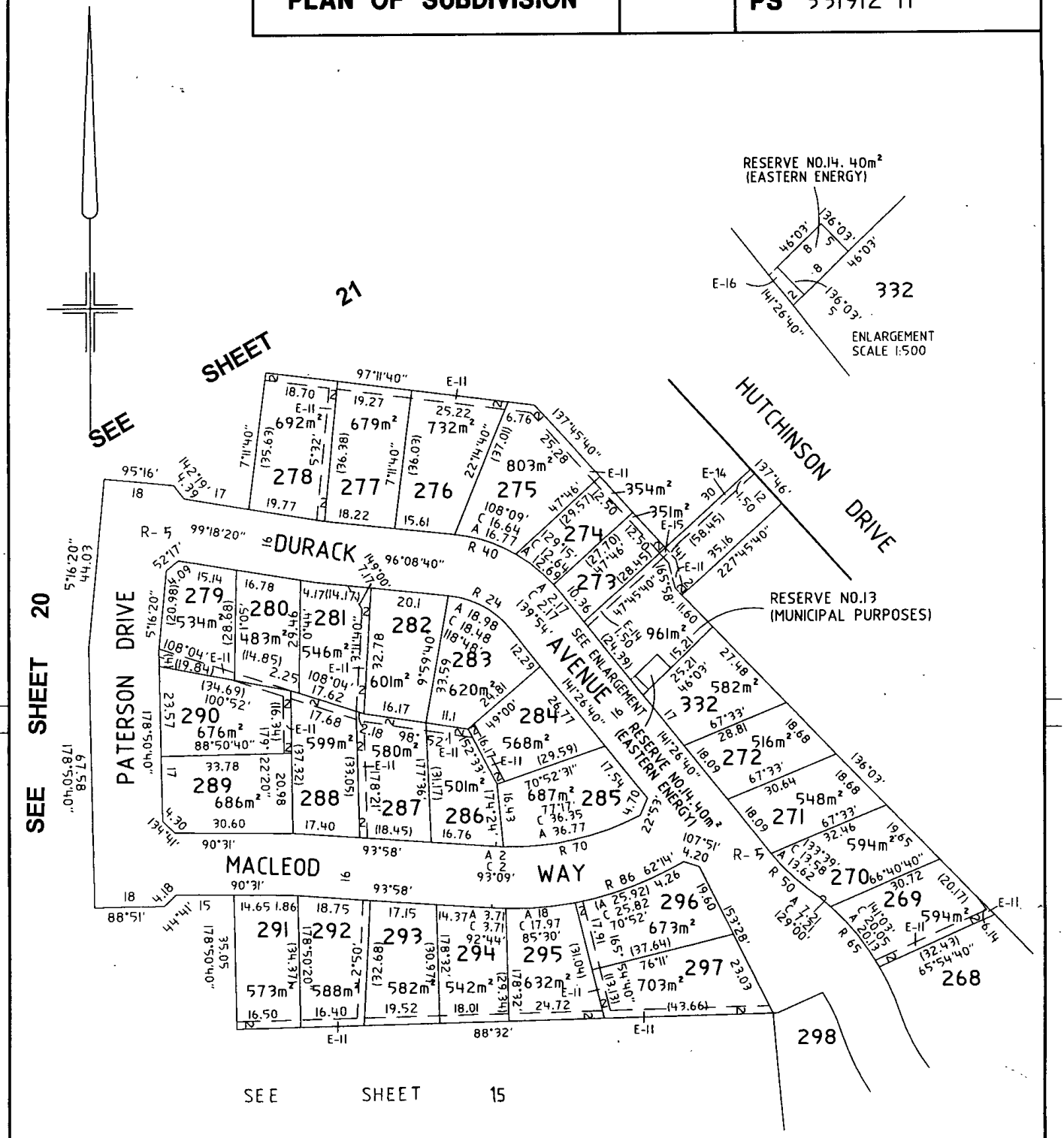
..... DATE / /
COUNCIL DELEGATE SIGNATURE

0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150mm

Delivered by LANDATA®, timestamp 14/05/2025 11:28 Page 14 of 27

PLAN OF SUBDIVISION

PLAN NUMBER
PS 331912 H



KLM DEVELOPMENT CONSULTANTS
LEVEL 3, 47 PRINCES HWY
DANDENONG, 3175
PH. (03) 9794-9438

SCALE
10 0 10 20 30 40 50
LENGTHS ARE IN METRES

ORIGINAL SCALE 1:1000 | SHEET SIZE A3

LICENSED SURVEYOR (PRINT) ..... JAMES A. DEA .....
SIGNATURE ..... DATE / /
REF 0820/6 VERSION 8

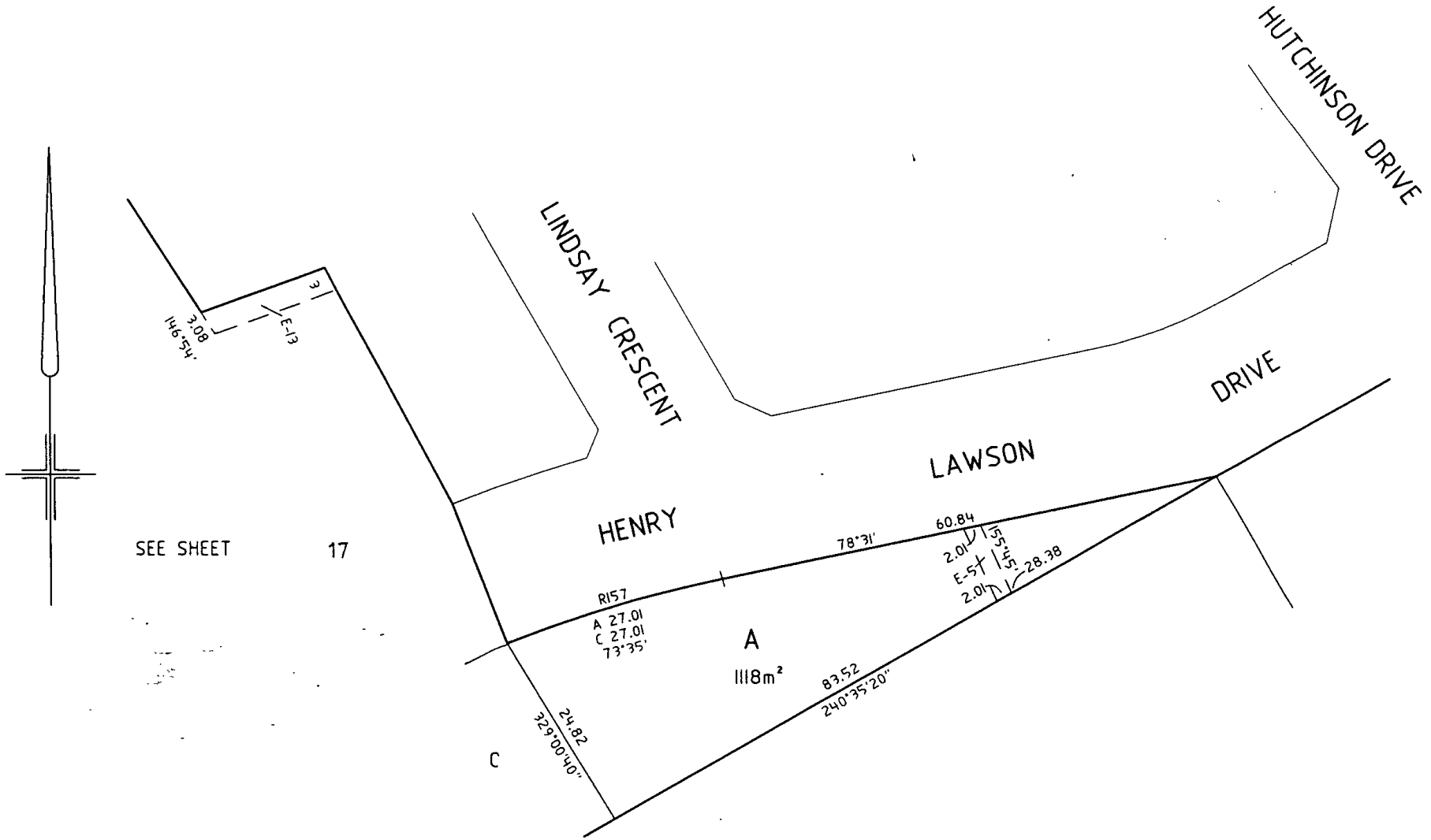
SHEET 14 OF 25 SHEETS

..... DATE / /
COUNCIL DELEGATE SIGNATURE

0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150mm

PLAN OF SUBDIVISION

STAGE No.	PLAN NUMBER
	PS 331912 H



KLM DEVELOPMENT CONSULTANTS	SCALE	ORIGINAL SCALE	ORIGINAL SHEET SIZE	LICENSED SURVEYOR (PRINT) JAMES A. DEA	SHEET 15 OF 25 SHEETS
LEVEL 3, 47 PRINCES HWY DANDENONG, 3175 PH. (03) 9794-9438	5 0 5 10 15 20 25 LENGTHS ARE IN METRES	1:500	A3	SIGNATURE ..... DATE / /	DATE / /
				REF 0820/7 VERSION 2	COUNCIL DELEGATE SIGNATURE

0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150mm

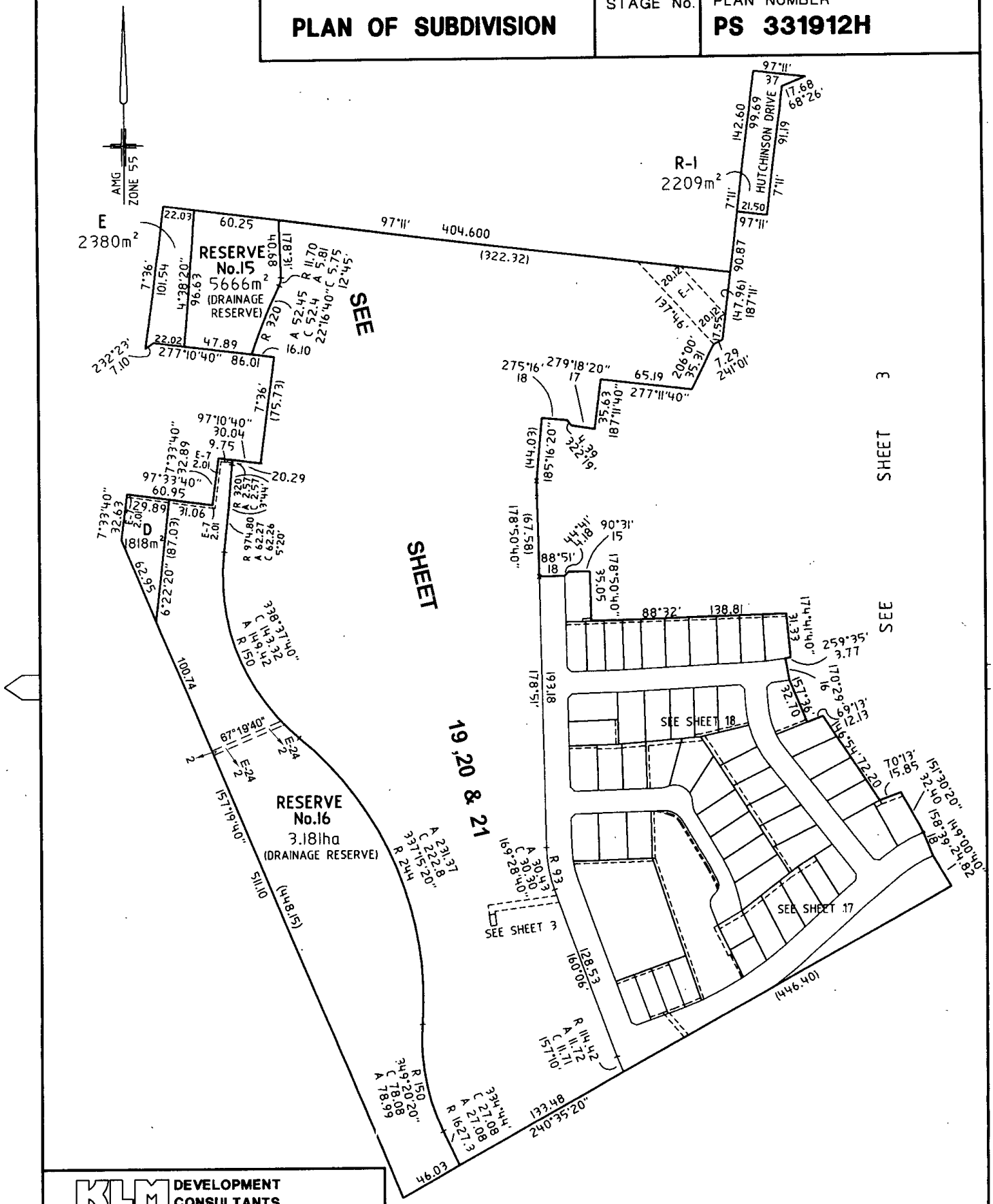
Delivered by LANDATA®, timestamp 14/05/2025 11:28 Page 15 of 27

Delivered by LANDATA®, timestamp 14/05/2025 11:28 Page 16 of 27

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER
PS 331912H



KLM DEVELOPMENT CONSULTANTS
LEVEL 3, 47 PRINCES HWY
DANDENONG, 3175
PH. (03) 9794-9438

SCALE
25 0 25 50 75 100 125
LENGTHS ARE IN METRES

ORIGINAL
SCALE 1:2500
SHEET SIZE A3

LICENSED SURVEYOR (PRINT) ..... JAMES A. DEA .....
SIGNATURE .....
DATE 15 / 11 / 101
REF 0820/08
VERSION 4

SHEET 16 OF 25 SHEETS

.....
DATE 16 / 11 / 101
COUNCIL DELEGATE SIGNATURE

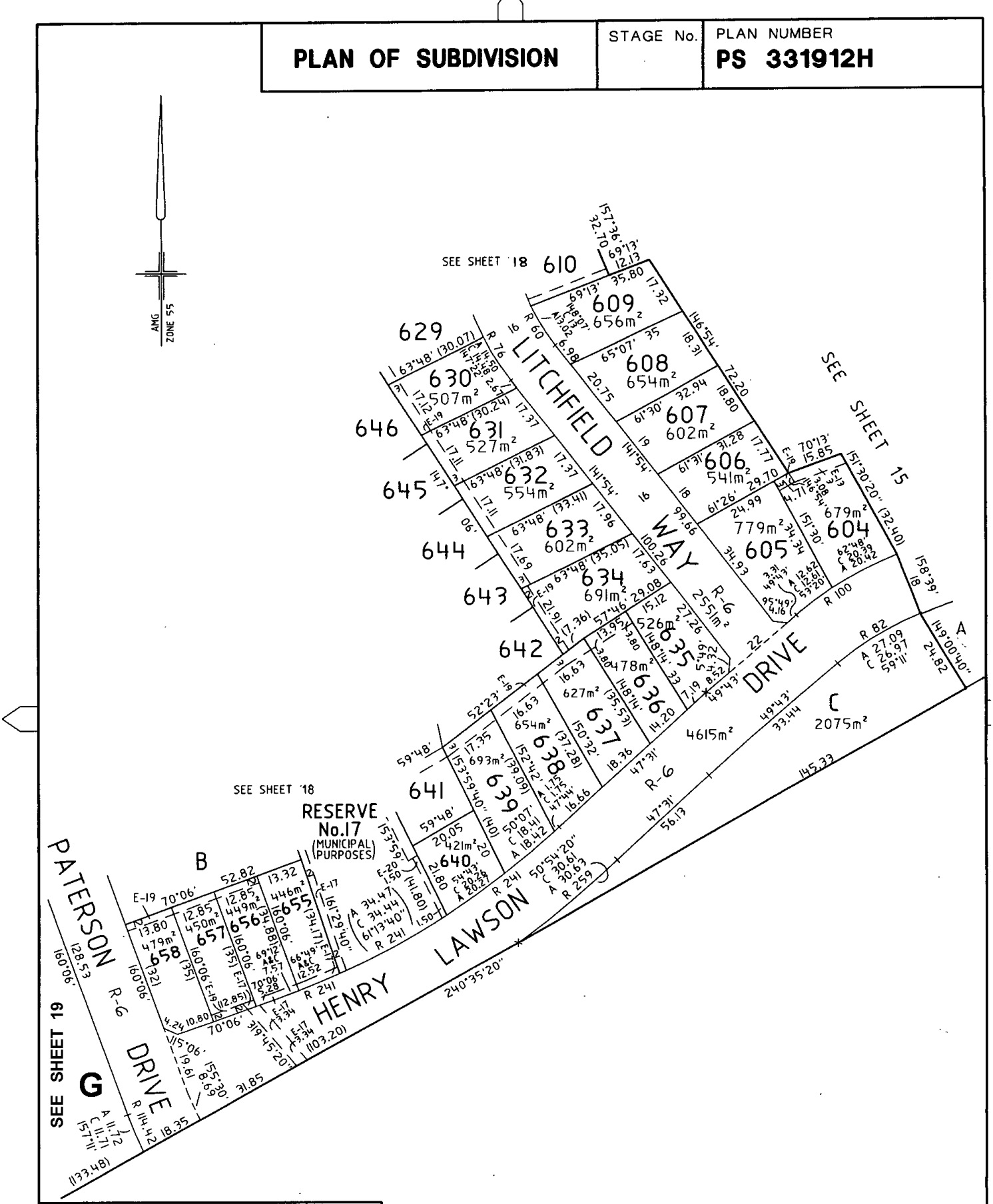
0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150mm

Delivered by LANDATA®, timestamp 14/05/2025 11:28 Page 17 of 27

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER
PS 331912H



KLM DEVELOPMENT CONSULTANTS
LEVEL 3, 47 PRINCES HWY
DANDENONG, 3175
PH. (03) 9794-9438

SCALE	ORIGINAL SCALE	ORIGINAL SHEET SIZE	LICENSED SURVEYOR (PRINT)	SHEET 17 OF 25 SHEETS
10 0 10 20 30 40 50 LENGTHS ARE IN METRES	1:1000	A3	JAMES A. DEA	
			SIGNATURE ..... DATE 15/11/01	..... DATE 16/11/01 COUNCIL DELEGATE SIGNATURE
			REF 0820/08 VERSION 4	

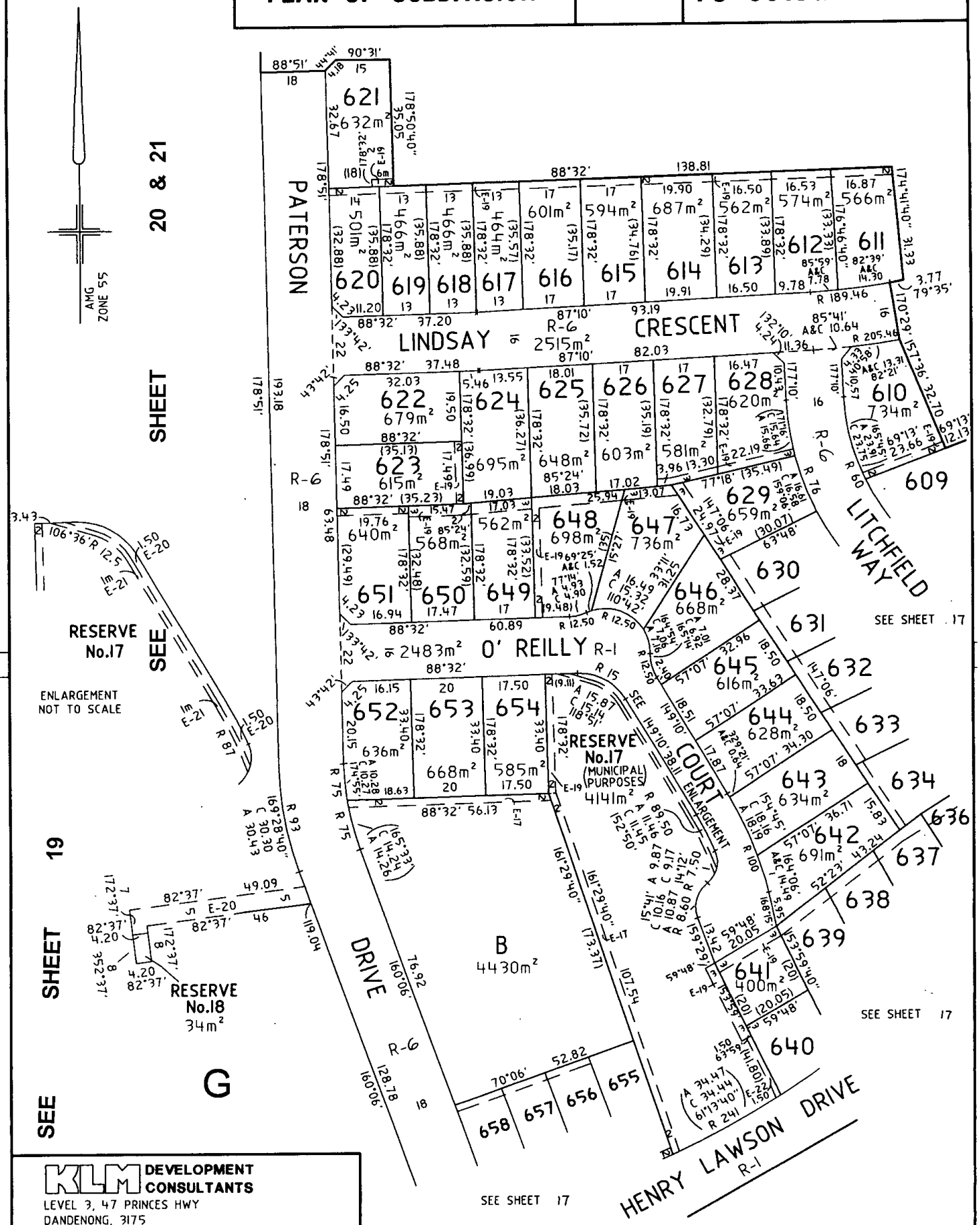
0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150mm

Delivered by LANDATA®, timestamp 14/05/2025 11:28 Page 18 of 27

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER
PS 331912H



KLM DEVELOPMENT CONSULTANTS
LEVEL 3, 47 PRINCES HWY
DANDENONG, 3175
PH. (03) 9794-9438

SCALE
10 0 10 20 30 40 50
LENGTHS ARE IN METRES

ORIGINAL
SCALE: 1:1000
SHEET SIZE: A3

LICENSED SURVEYOR (PRINT) ..... JAMES A. DEA .....
SIGNATURE ..... DATE 15/11/10
REF 0820/08 VERSION 4

SHEET 18 OF 25 SHEETS

..... DATE 16/11/10
COUNCIL DELEGATE SIGNATURE

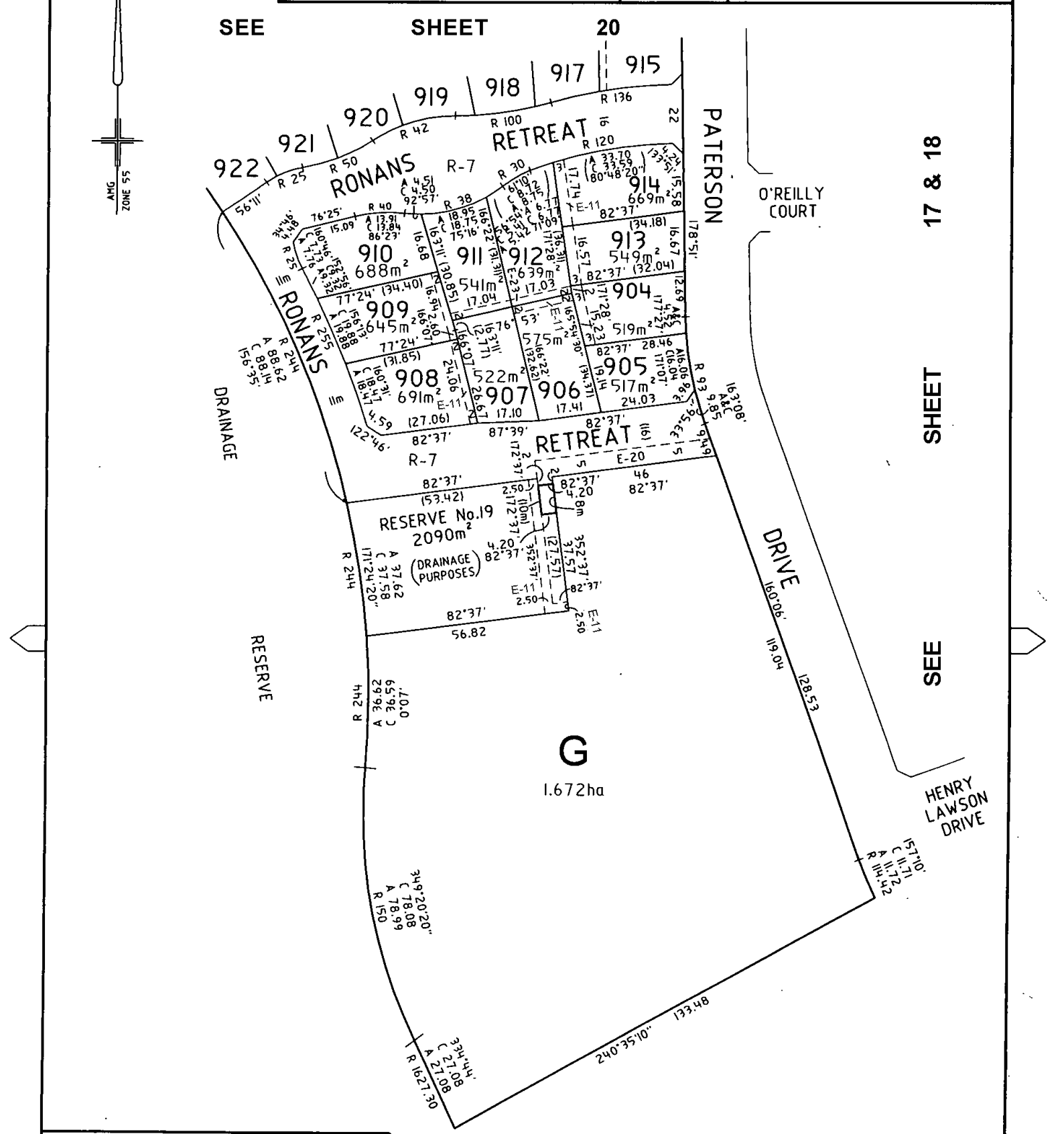
0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150mm

Delivered by LANDATA®, timestamp 14/05/2025 11:28 Page 19 of 27

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER
PS 331912H



KLM DEVELOPMENT CONSULTANTS
LEVEL 3, 47 PRINCES HWY
DANDENONG, 3175
PH. (03) 9794-9438

SCALE
10 0 10 20 30 40 50
LENGTHS ARE IN METRES

ORIGINAL
SCALE 1:1000
SHEET SIZE A3

LICENSED SURVEYOR (PRINT) JAMES A. DEA
SIGNATURE ..... DATE / /
REF 0820/9 VERSION 4

SHEET 19 OF 25 SHEETS

DATE / /
COUNCIL DELEGATE SIGNATURE

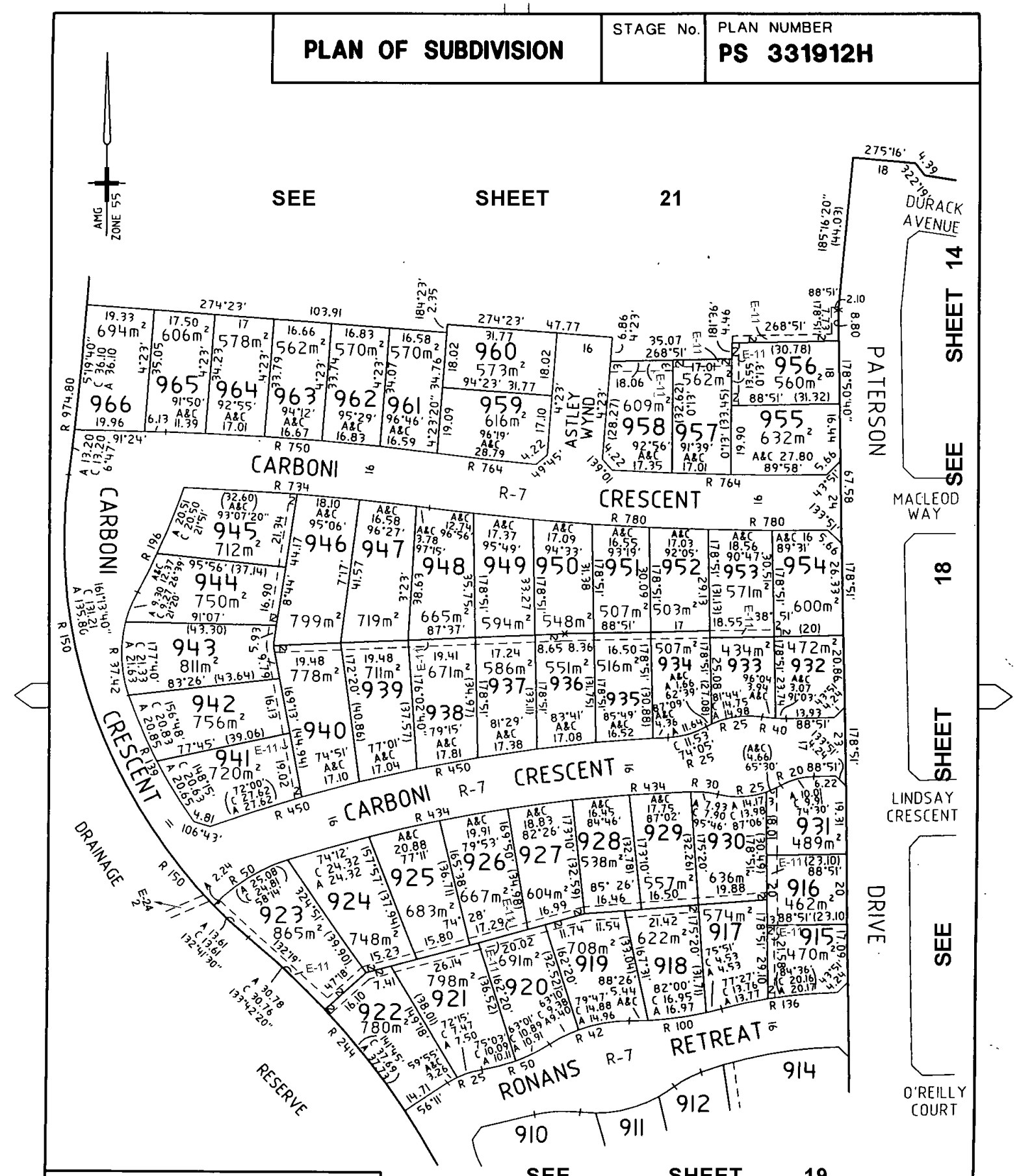
0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150mm

Delivered by LANDATA®, timestamp 14/05/2025 11:28 Page 20 of 27

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER
PS 331912H



KLM DEVELOPMENT CONSULTANTS
LEVEL 3, 47 PRINCES HWY
DANDENONG, 3175
PH. (03) 9794-9438

SCALE
10 0 10 20 30 40 50
LENGTHS ARE IN METRES

ORIGINAL
SCALE 1:1000
SHEET SIZE A3

LICENSED SURVEYOR (PRINT) JAMES A. DEA
SIGNATURE ..... DATE / /
REF 0820/9 VERSION 4

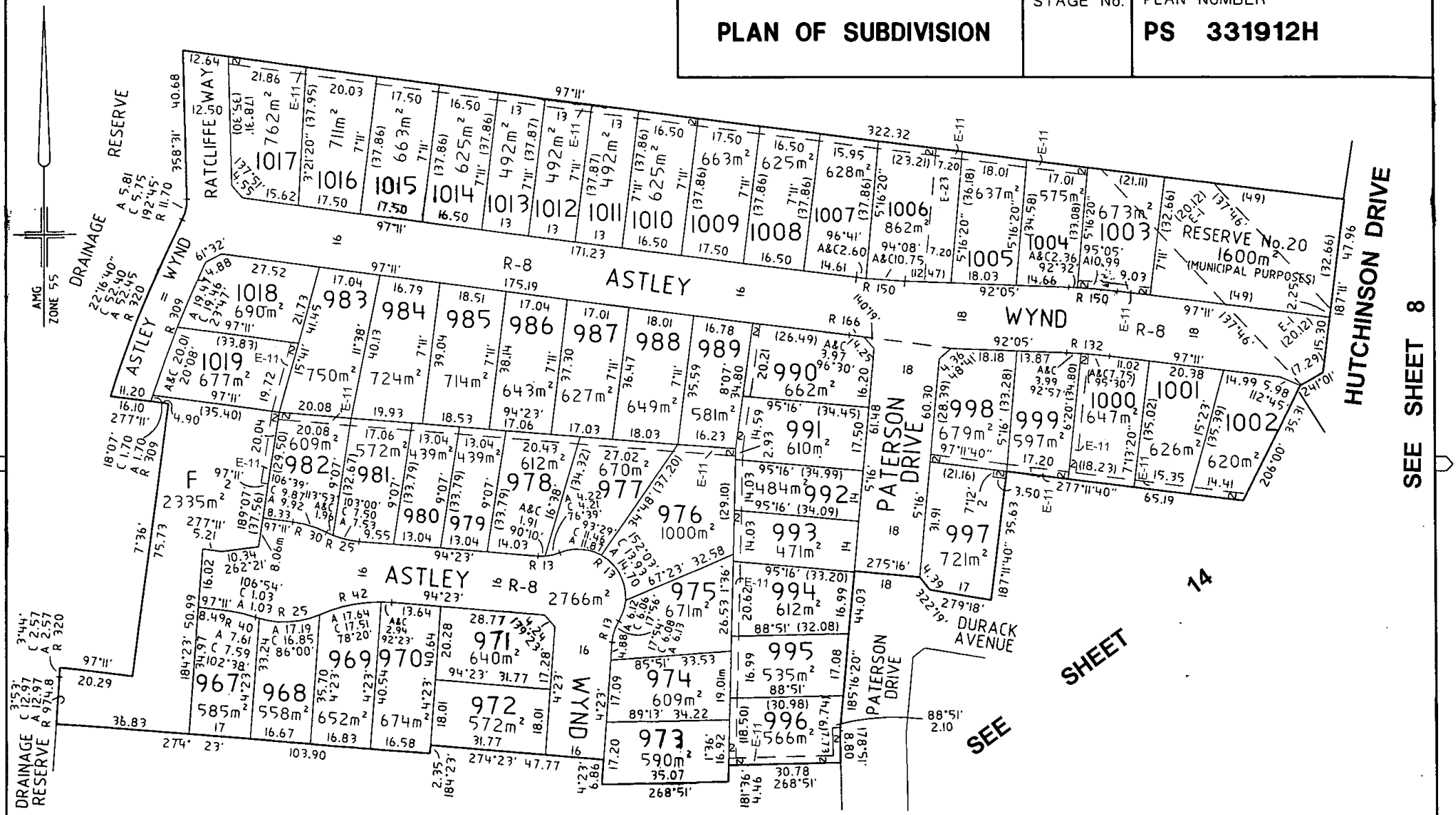
SHEET 20 OF 25 SHEETS

DATE / /
COUNCIL DELEGATE SIGNATURE

0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150mm

PLAN OF SUBDIVISION

STAGE No.	PLAN NUMBER
	PS 331912H



KLM DEVELOPMENT CONSULTANTS LEVEL 3, 47 PRINCES HWY DANDENONG, 3175 PH. (03) 9794-9435	SCALE 10 0 10 20 30 40 50 LENGTHS ARE IN METRES	ORIGINAL SCALE: 1:1000 SHEET SIZE: A3	LICENSED SURVEYOR (PRINT) ..... JAMES A. DEA ..... SIGNATURE ..... DATE / / REF 0820/9A VERSION 4	SHEET 21 OF 25 SHEETS ..... DATE / / COUNCIL DELEGATE SIGNATURE

0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150mm

Delivered by LANDATA®, timestamp 14/05/2025 11:28 Page 21 of 27

Delivered by LANDATA®, timestamp 14/05/2025 11:28 Page 22 of 27

PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER PS 331912H

CREATION OF RESTRICTION

The following restriction is to be created on registration of this plan.

For the purposes of this restriction:

(a) A dwelling means a house.
(b) A building means any structure except a fence.
(c) Services pipes excludes stormwater pipes.
(d) Primary street frontage means the boundary to which the front of the house is orientated.
(e) Secondary street frontage means a street frontage other than the Primary street frontage.
(f) Building lines means the minimum allowable building set back from the Primary street frontage.

LAND TO BENEFIT Lots 604 to 658(BI),904-1019(BI) on this plan.

LAND TO BE BURDENED Lots 604 to 658(BI),904-1019(BI) on this plan.

DESCRIPTION OF RESTRICTION The registered proprietor or proprietors for the time being of any lot on this plan to which any of the following restrictions apply shall not:

1. Construct more than one dwelling on any lot on this plan.

2. Construct on any lot any external wall of a building within the areas shaded thus ▨

3. Construct on any lot any external wall of a dwelling within the areas shaded thus ▩

4. Construct on any lot a dwelling with a roof pitch of less than 25 degrees.

5. Construct on any lot a dwelling which does not have 65% of the external walls constructed of brick or masonary.

6. Construct a dwelling greater than one storey on any lot on this plan with exposed service pipes on the upper floor walls.

7. Commence construction of a dwelling on any lot on this plan without first having the building plans approved by the Urban Land Corporation's Lynbrook Design Panel. This condition expires after a period of 5 years from the date of registration of this plan by the Registrar of Titles.

8. Construct on any lot a garage or carport with a roofline which does not match the roof line of the house. it serves.

9. Construct a garage or carport on any lot on this plan closer than 5 metres of the Primary street frontage.

10. Construct on any lot a front fence greater than 1.2 metres in height.

11. Construct on any lot any fence greater than 1.2 metres in height forward of a point 1 metre behind the building line, except for a raked transition panel (maximum of 2.7 metres in length) in a side boundary fence.

12. Construct on any lot a fence on a Secondary street boundary unless:
(1) It is done with the approval of the Urban Land Corporation's Lynbrook Design Panel.
(2) It accords with the fence types permitted by the Urban Land Corporation and detailed in the Lynbrook Development Guidelines.
This condition expires after a period of 5 years from the date of registration of this plan by the Registrar of Titles.

NOTE: The responsibility for the enforcement of this Notice of Restriction under the Subdivision Act 1988 and/or Transfer of Land Act 1958 lies with the benefited land listed herein and not with the Casey City Council.

KLM DEVELOPMENT CONSULTANTS
LEVEL 3, 47 PRINCES HWY
DANDENONG, 3175
PH. (03) 9794-9438

SCALE	ORIGINAL SCALE	ORIGINAL SHEET SIZE	LICENSED SURVEYOR (PRINT) JAMES A. DEA	SHEET 22 OF 25 SHEETS
0 LENGTHS ARE IN METRES		A3	SIGNATURE ..... DATE 15/11/01	DATE 16/11/01 COUNCIL DELEGATE SIGNATURE
			REF 0820/08 VERSION 4	

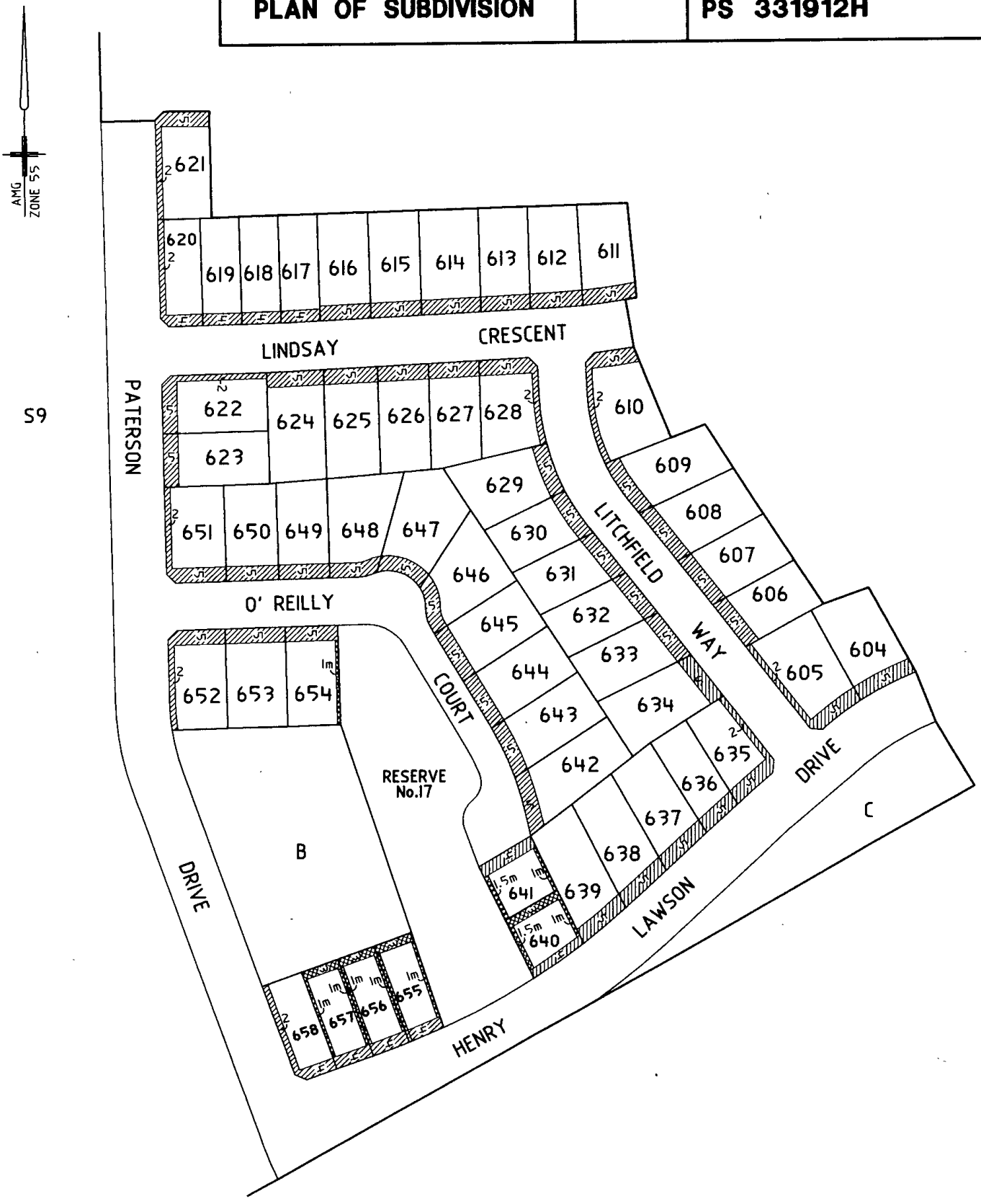
0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150mm

Delivered by LANDATA®, timestamp 14/05/2025 11:28 Page 23 of 27

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER
PS 331912H



KLM DEVELOPMENT CONSULTANTS
LEVEL 3, 47 PRINCES HWY
DANDENONG, 3175
PH. (03) 9794-9438

SCALE
12.5 0 12.5 25 37.5 50 62.5
LENGTHS ARE IN METRES

ORIGINAL
SCALE 1:1250
SHEET SIZE A3

LICENSED SURVEYOR (PRINT) ..... JAMES A. DEA .....
SIGNATURE .....
DATE 15/11/10

REF 0820/08 VERSION 4

SHEET 23 OF 25 SHEETS

.....
DATE 16/11/10
COUNCIL DELEGATE SIGNATURE

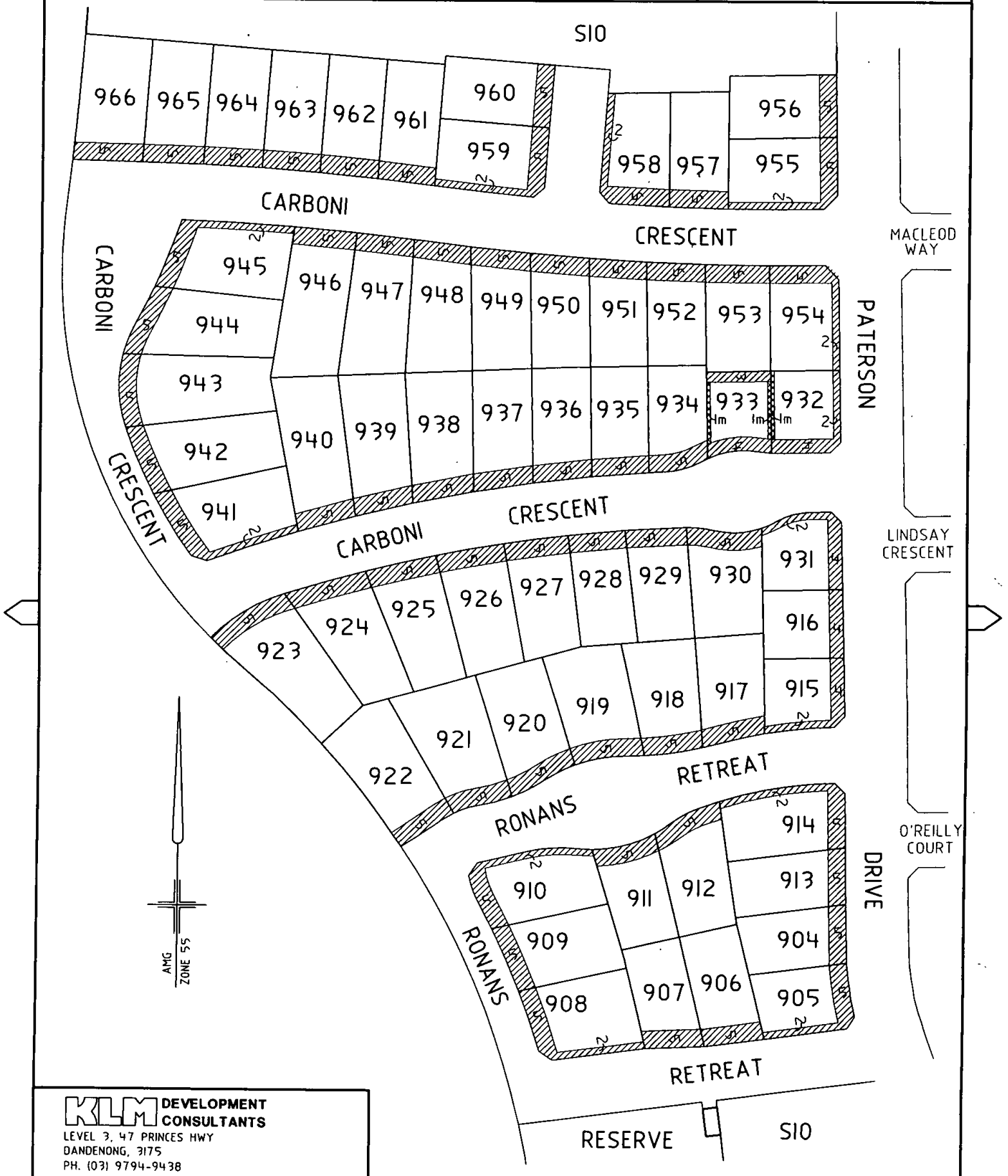
0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150mm

Delivered by LANDATA®, timestamp 14/05/2025 11:28 Page 24 of 27

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER
PS 331912H



KLM DEVELOPMENT CONSULTANTS
LEVEL 3, 47 PRINCES HWY
DANDENONG, 3175
PH. (03) 9794-9438

SCALE
10 0 10 20 30 40 50
LENGTHS ARE IN METRES

ORIGINAL
SCALE 1:1000
SHEET SIZE A3

LICENSED SURVEYOR (PRINT) ..... JAMES A. DEA .....
SIGNATURE ..... DATE / /
REF 0820/09 VERSION 4

SHEET 24 OF 25 SHEETS

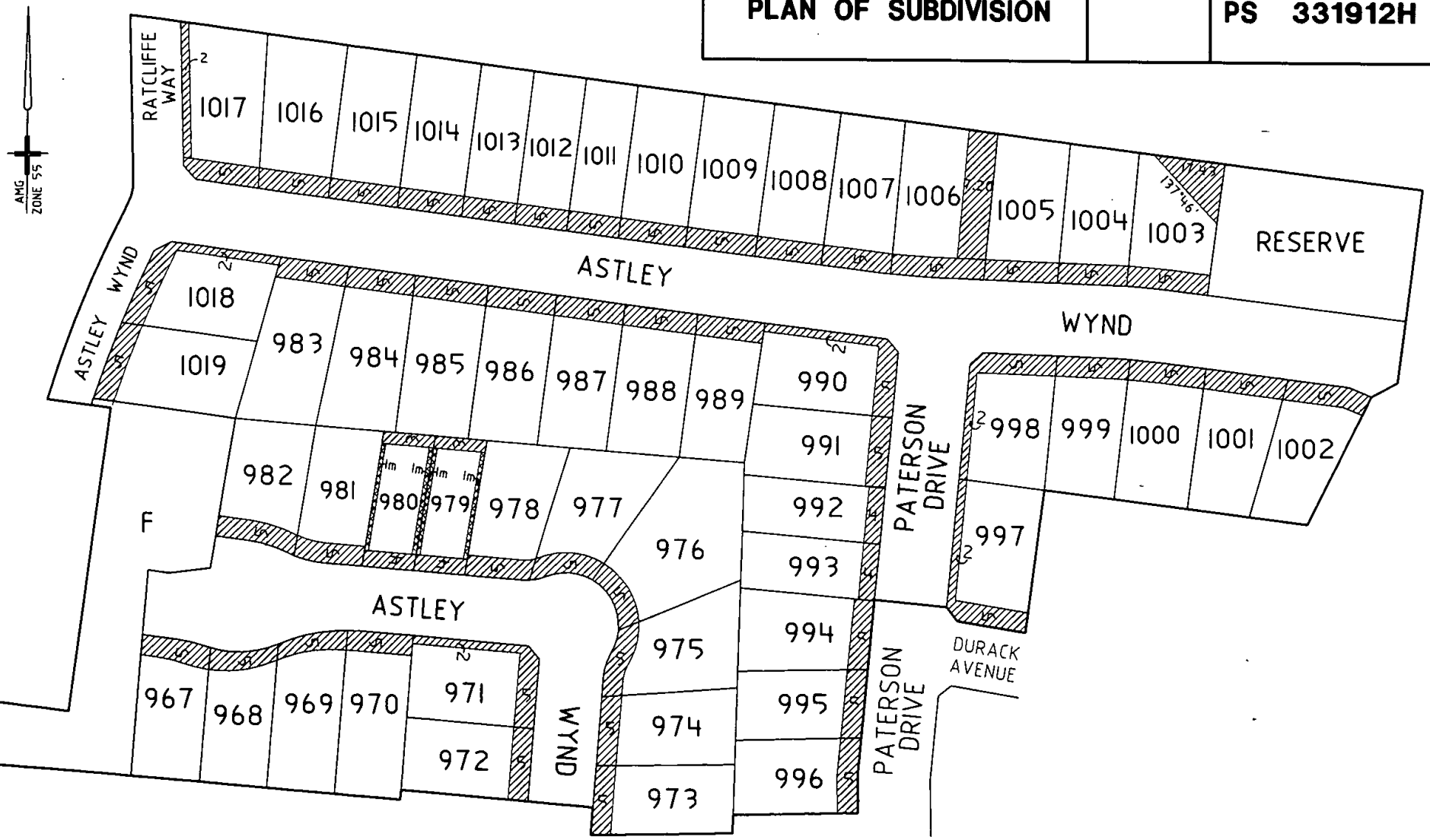
..... DATE / /
COUNCIL DELEGATE SIGNATURE

0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150mm

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER
PS 331912H



KLM DEVELOPMENT CONSULTANTS
LEVEL 3, 47 PRINCES HWY
DANDENONG, 3175
PH. (03) 9794-9438

SCALE
10 0 10 20 30 40 50
LENGTHS ARE IN METRES

ORIGINAL
SCALE: 1:1000
SHEET SIZE: A3

LICENSED SURVEYOR (PRINT) ..... JAMES A. DEA .....
SIGNATURE ..... DATE / /
REF 0820/9A VERSION 4

SHEET 25 OF 25 SHEETS

DATE / /
COUNCIL DELEGATE SIGNATURE

0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150mm

Delivered by LANDATA®, timestamp 14/05/2025 11:28 Page 25 of 27

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

MASTER PLAN (STAGE 1) REGISTERED DATE 25/8/95 TIME 4.10 pm

PLAN NUMBER

PS 331912H

LAND	MODIFICATION	DEALING REFERENCE	DATE AND TIME		NEW EDITION NUMBER	SIGNATURE OF ASSISTANT REGISTRAR OF TITLES
			DATE	TIME		
LOT S2	STAGE 3	T 832693R	6/3/96	5.00 pm	2	
RESERVE Nº11	CREATION OF EASEMENT	U709479S	22/4/97		3	
LOT 176	REMOVAL OF EASEMENT	U742010 K	28/4/97		4	
LOT S4	STAGE 4	U 553810 U	10-3-98	2:50 PM	5	
LOT 193	REMOVAL OF EASEMENT (SEC. 23 SUBDIVISION ACT 1988)	PS 417867 H	16-02-99	12·00 pm	6	
LOT S5	STAGE 5 & REMOVAL OF EASEMENT	W33165J	17/11/99	9.15am	7	GJN
LOT S6	STAGE 6 & REMOVAL OF EASEMENT	W215919J	17/12/99	8.30am	7	GJN
LOT S7	STAGE 7	W627778R	8/9/00	4.30 PM	8	GJN
LOT S8	STAGE 8	X622235T	26/11/01	11.30AM1	9	A Dallas
WARNING: THE IMAGE OF THIS PLAN /DOCUMENT HAS BEEN DIGITALLY AMENDED. NO FUTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL PLAN/DOCUMENT.						
LOT S9	**STAGE 9**	**PS331912H/S9**	**3/10/02**	**12.41PM**	**10**	**Greg newman**
LOT S10	**STAGE 10**	**PS331912H/S10**	**3/10/02**	**2.20PM**	**10**	**Greg newman**

Delivered by LANDATA®, timestamp 14/05/2025 11:28 Page 26 of 27

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

WARNING: THE IMAGE OF THIS PLAN/DOCUMENT HAS BEEN DIGITALLY AMENDED. NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL PLAN/DOCUMENT.

PLAN NUMBER

PS331912H

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	TIME	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
LOT S11	**LOT G**	**STAGE 11 (TEXT ONLY)**	**PS331912H/S11**	**15/04/04**		**11**	**RJM**
RESERVE No. 16	E-24	CREATION OF EASEMENTS	AM954129X	24/08/16		12	RBB

Delivered by LANDATA®, timestamp 14/05/2025 11:28 Page 27 of 27

RATE & VALUATION NOTICE

1 JULY 2024 - 30 JUNE 2025

City of Casey
Bunjil Place, 2 Patrick Northeast Drive, Narre Warren
Tel: 03 9705 5200
NRS: 133 677 (for the deaf, hearing or speech impaired)
ABN: 43 320 295 742

City of Casey

032-3975 (65355)

A H L De La Cruz &
G A Babia-De La Cruz
39 Carboni Crescent
LYNBROOK VIC 3975

Receipt # H291844937800
18 Sept '24
Wod

ISSUE DATE:	05/08/2024
PROPERTY ID:	84805
ACCOUNT REF NO.:	00848055

All arrears outstanding, not subject to a formal payment plan, must be paid immediately to avoid further interest charges (currently set at 10% PA).

PROPERTY: 39 Carboni Crescent LYNBROOK VIC 3975
Lot 935 PS 331912H

PRESCRIBED DATE OF VALUATION: (Valuation as at) 1 JAN 2024

OPERATIVE DATE: (Effective from) 1 JULY 2024

CAPITAL IMPROVED VALUE: (Total Property Value)	SITE VALUE: (Land Value)	NET ANNUAL VALUE:
$685,000	**$515,000**	**$34,250**

RATES & CHARGES:	CALCULATION:	AMOUNT:
Fire Service Levy Residential Fixed	132.00	$132.00
Fire Service Levy Residential Variable	(.000087 x CIV)	$59.60
Garbage With Garden Waste 120L	@ $440.00	$440.00
General Rate	@$0.0021564609 x CIV	$1,477.18

Current rates and fire services property levy must be paid 17 February 2025 to avoid interest unless being paid by instalments. Any arrears shown above should be paid immediately to avoid incurring additional interest and legal action to recover the debt which may include additional costs.

AUSTRALIAN VALUATION PROPERTY CLASSIFICATION CODE:
110 - Detached Dwelling

RATE CAPPING

Council has complied with the Victorian Government's rate cap 2.75%. The cap applies to the average increase of rates and charges. The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

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

THREE PAYMENT OPTIONS:

OPTION 1:
PAY OVER 4 INSTALMENTS

To pay by instalments, you **MUST** pay the first instalment by the due date.

Instalment 1: **30 September 2024** **$527.18**
Instalment 2: **2 December 2024** **$527.20**
Instalment 3: **28 February 2025** **$527.20**
Instalment 4: **2 June 2025** **$527.20**

OPTION 2:
PAY IN FULL **$2,108.78** pd
Due by **17 February 2025**

OPTION 3:
PAY BY DIRECT DEBIT OVER 9 MONTHLY PAYMENTS

Existing Direct Debit arrangements will continue from **30 September 2024**.

A Payment Schedule will be sent separately. Turn over for further information.

To update your contact details, please notify us at **www.casey.vic.gov.au/update-your-contact-details**

If you are eligible for a pension concession and the discount is not showing above please contact Customer Service to organise a rebate application.

TRY BPAY PAYMENTS THIS YEAR, OR SEE OVER FOR OTHER PAYMENT METHODS

BPAY **Biller Code: 8995**
Ref: 00848055

BPAY® this payment via Internet or phone banking.
BPAY View® – View and pay this bill using internet banking.
BPAY View Registration No.: 00848055

INSTALMENT AMOUNT: DUE BY 30/09/2024	**$527.18**	DATE: / /
TOTAL AMOUNT: DUE BY 17/02/2025	**$2,108.78**	$

RATEPAYER: A H L De La Cruz &
PROPERTY: 39 Carboni Crescent LYNBROOK VIC 3975
PROPERTY ID: 84805

*71 179 848055 89

TIS: 131450 (Translating and Interpreting Service) المترجم الفوري 翻译 مترجم شفاهي ਦੁਭਾਸ਼ੀਆ සහස පරිවර්තක

CASEY.VIC.GOV.AU

South East Water

Payments (Visa/MasterCard) & account balances:
southeastwater.com.au or call 1300 659 658
Account enquiries:
southeastwater.com.au/enquiries or call 131 851
Mon-Fri 8am to 6pm
Faults and emergencies (24/7):
live.southeastwater.com.au or call 132 812
Interpreter service:
For all languages 9209 0130
TTY users 133 677 (ask for 131 851)

GERTRUDES A & ANGELITO H DE LA CRUZ
39 Carboni Cres
LYNBROOK VIC 3975

Account number: 13395868
Date due: 19 March 2025

Last bill		Payments received		Balance	Current charges	Total due
$352.20	–	$352.20cr	=	$0.00	+ $358.60	$358.60

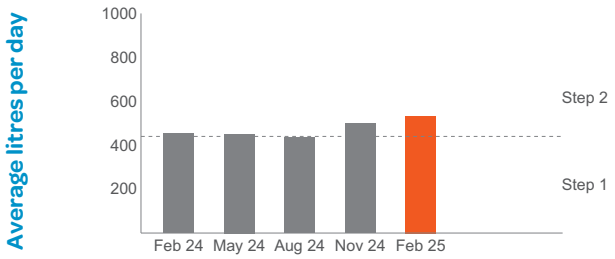
Your account breakdown

Issue date	28 February 2025
Property	39 Carboni Crescent LYNBROOK VIC 3975
Property reference	53C//13117/00013
Last bill	$352.20
Payment received	$352.20cr
Balance brought forward	$0.00
Our charges (no GST)	$306.30
Other authorities' charges (no GST)	$52.31
Total due	**$358.60**

Your snapshot

Average daily water use	533 litres
Average daily cost	$3.36

Your water use



Previous bills

Number of people in a household					
Average daily use (litres) per person	533	267	178	133	107
Meeting Target 150?	✗	✗	✗	✓	✓

Payment options

DD **Direct debit**
Set up payments at **southeastwater.com.au/paymybill**

BPAY® (Up to $20,000)
Biller code: 24208 Ref: 1001 3395 8600 003

Credit card
Pay by Visa or MasterCard at
southeastwater.com.au/paymybill
or call 1300 659 658.

eft **EFT (Electronic Funds Transfer)**
BSB: 033-874 Account number: 13395868
Account name: South East Water Corporation

Post Billpay
BillpayCode: 0361 Ref: 1001 3395 8600 003
Call 131 816 Visit: postbillpay.com.au
Or visit an Australia Post store.

Centrepay
Go to **servicesaustralia.gov.au/centrepay**
for more information.
Reference number: **555 050 397J**

Property ref: 53C//13117/00013
39 CARBONI CRESCENT
LYNBROOK VIC 3975

*361 100133958600003

PN53C

Total due: $358.60
Account number: 13395868
Date paid:
Receipt number:

+000000013395868> +009124+ <0000000000> <0000035860> +444+

Our charges

Meter reading details Date read: 27/02/2025

Meter Number	current read	previous read	consumption (kl)	Estimate or Actual read
SAFM009772	3282	3233	49	A

One kilolitre (kl) equals 1,000 litres.
Approximate date for next meter reading is **29 May 2025.**

Water usage (water and sewage)

For period 27/11/24 to 27/02/25 (92 days)

Step 1 40.48 kl @ $3.6156 per kl =	$146.36
Step 2 8.52 kl @ $4.6133 per kl =	$39.31
Total usage charges	**$185.67**

Steps are calculated on a daily average up to 440 litres

Service charges

For period 01/01/25 to 31/03/25

Water service charge	$22.58
Sewerage service charge	$98.05
Total service charges	**$120.63**
Our charges	**$306.30**

Other authorities' charges

	Charge
Parks 01/01/25 to 31/03/25	$21.79
Waterways and Drainage charge 01/01/25 to 31/03/25	$30.52
Total other authorities	**$52.31**
Total current charges	**$358.60**

Our charges explained

Our charges cover the costs involved with delivering clean, safe water and safely removing and treating sewage for 1.8 million Melburnians. For more details, see **southeastwater.com.au/charges2024**

Other authorities' charges

Waterways and drainage charge

We collect this charge on behalf of Melbourne Water to help protect our rivers and creeks and improve drainage and flood management. For details, see **melbournewater.com.au**. The charge is for **01/01/25 to 31/03/25**.

Parks charge

We collect this charge quarterly on behalf of the Department of Energy, Environment and Climate Action (DEECA). Funds raised go towards the management and maintenance of parks, gardens, trails, waterways, and zoos. For more details about this charge, see **www.parks.vic.gov.au/about-us/parks-charge**. The charge is for **01/01/25 to 31/03/25**.

Additional information

Payment assistance

We have a range of payment solutions to help manage your bill. From payment plans to government assistance or more time to pay, find a solution to suit you at **southeastwater.com.au/paymentsupport**

Are you eligible for a bill discount?

If you hold a Centrelink Pensioner Concession or Health Care card or a Department of Veterans' Affairs Pensioner concession or Gold card (except those marked dependant) you could be eligible for a bill discount. Register your card at **mysoutheastwater.com.au**. Note: Commonwealth Seniors Health or Victorian Seniors cards are not eligible.

Our customer charter

We have a customer charter, which outlines your rights and responsibilities as a customer of South East Water. View the charter at **southeastwater.com.au/customer-charter.** For a printed copy of the Charter, email support@sew.com.au and we will send out a copy.

Want to win $1000 off your water bill?*

Switch to eBill for a chance to win

See **southeastwater.com.au/win**

*T&Cs apply. See website for details.



South East Water Corporation
ABN 89 066 902 547
101 Wells Street Frankston VIC 3199
PO Box 2268 Seaford VIC 3198 Australia

South East Water

Our growing water needs

As Melbourne grows,
so does the water we use.



Our water supplies will need to grow to meet the needs of our expanding community with 800,000 homes set to be built in Victoria over the next decade.

We're doing this together

We're working together as Melbourne's water providers to secure the future of our city's water supplies, so we have enough for today and for the next 50 years. This includes finding more efficient ways to use the water we already have, increasing use of diverse water sources and growing our use of smart technology to manage water and sewer networks and identify leaks.

How you can help

We have some of the world's best drinking water, and you can help save it with some simple actions:

- The average shower is 7 minutes – try reducing that by a minute or two and install a water efficient showerhead
- Use the half flush on your toilet
- Water the garden with a trigger nozzle before 10am or after 6pm when it will absorb more water.

You can also help by reaching the daily water usage target of 150 litres per person, per day. Check your latest bill to see if you're meeting the target.

For more water savings tips

or to learn more about how we're securing Melbourne's water supplies together, go to **southeastwater.com.au/savewater** or scan the QR code:



Recycled water has an important role

More than 61,000 households in the south east and 127,000 across Melbourne are already using Class A recycled water to flush, do a load of washing and water the garden.

And two major projects are underway to deliver recycled water to big water users like golf courses, nurseries, vegetable growers and irrigators. These projects will deliver 2.2 billion litres of recycled water a year – leaving a huge amount of drinking water in our storages so there'll be enough for everyone.

PLANNING PROPERTY REPORT

Department of Transport and Planning

From www.planning.vic.gov.au at 14 May 2025 11:36 AM

PROPERTY DETAILS

Address:	**39 CARBONI CRESCENT LYNBROOK 3975**
Lot and Plan Number:	**Lot 935 PS331912**
Standard Parcel Identifier (SPI):	**935\PS331912**
Local Government Area (Council):	**CASEY** www.casey.vic.gov.au
Council Property Number:	**84805**
Planning Scheme:	**Casey** Planning Scheme - Casey
Directory Reference:	**Melway 96 B12**

UTILITIES

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

STATE ELECTORATES

Legislative Council:	**SOUTH-EASTERN METROPOLITAN**
Legislative Assembly:	**NARRE WARREN SOUTH**

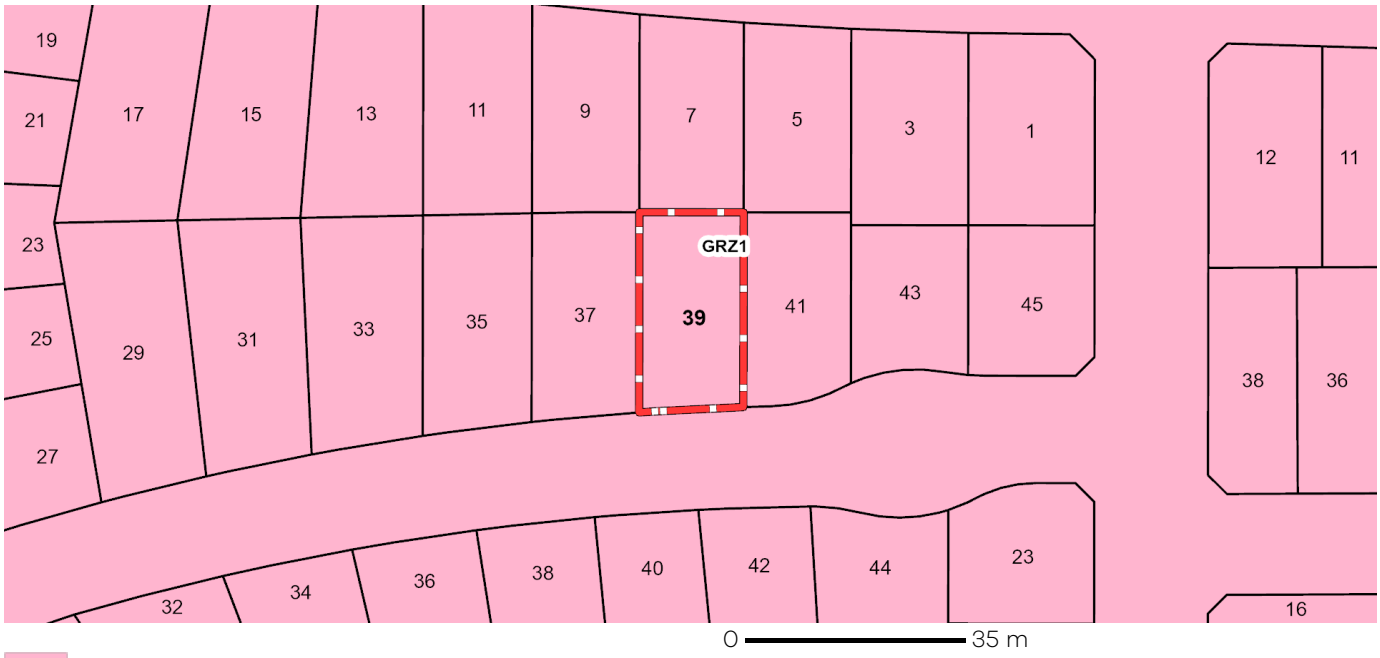
OTHER

Registered Aboriginal Party:	**Bunurong Land Council Aboriginal Corporation**

View location in VicPlan

Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)
GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)



GRZ - General Residential

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

Copyright © - State Government of Victoria
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at https://www.delwp.vic.gov.au/disclaimer

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

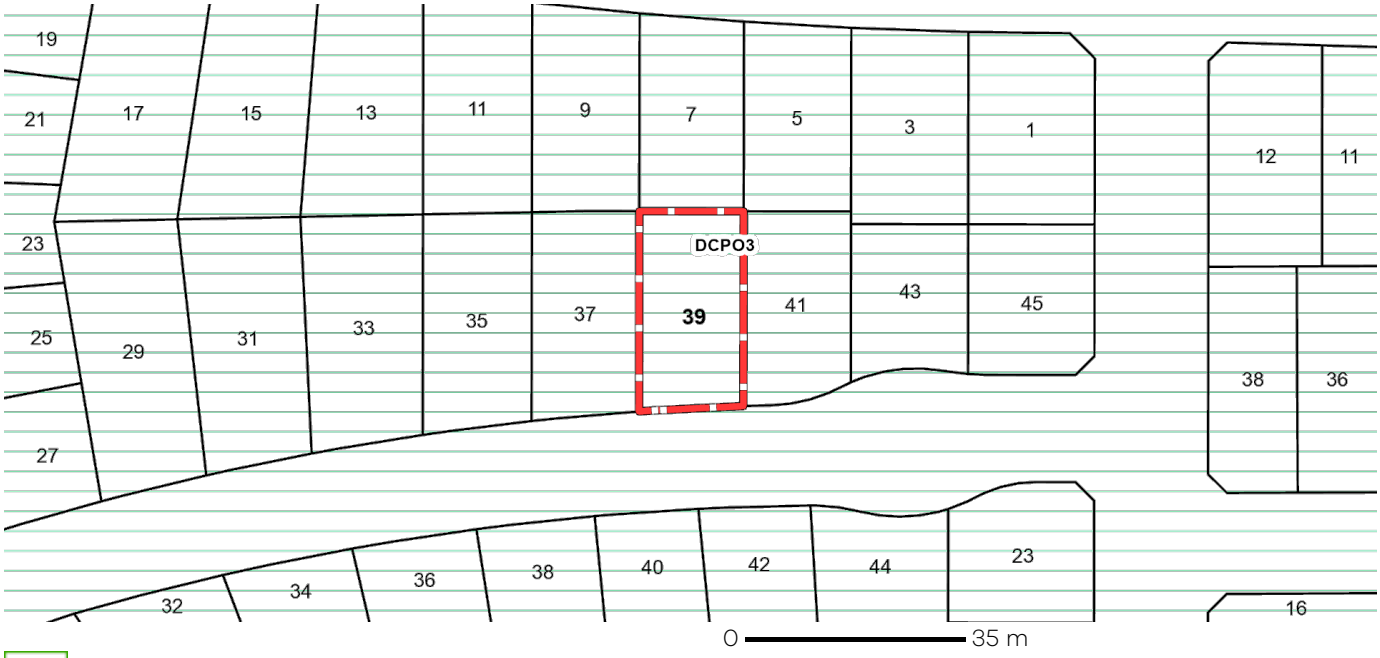
PLANNING PROPERTY REPORT

Department of Transport and Planning

Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 3 (DCPO3)

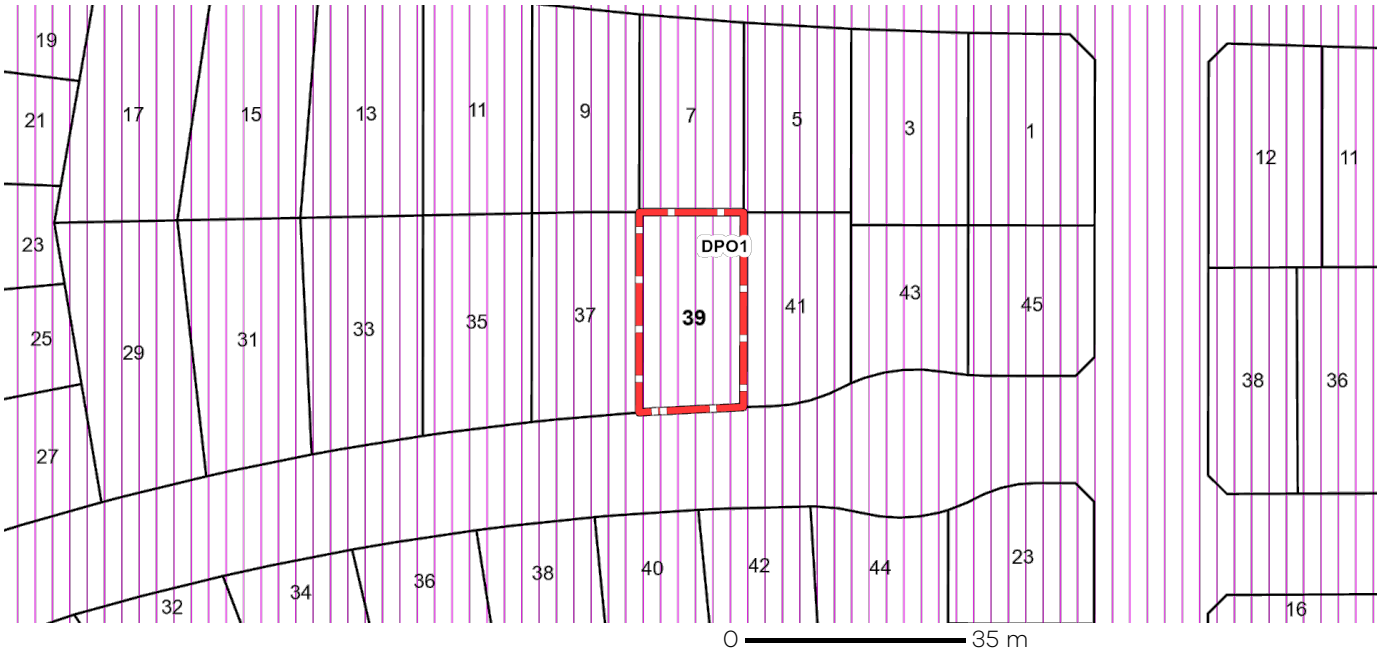


DCPO - Development Contributions Plan Overlay

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

DEVELOPMENT PLAN OVERLAY (DPO)

DEVELOPMENT PLAN OVERLAY - SCHEDULE 1 (DPO1)



DPO - Development Plan Overlay

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

Copyright © - State Government of Victoria
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at https://www.delwp.vic.gov.au/disclaimer

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

PLANNING PROPERTY REPORT

Department of Transport and Planning

Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)



ESO - Environmental Significance Overlay

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

Further Planning Information

Planning scheme data last updated on 08 May 2025.

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

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

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

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

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

Copyright © - State Government of Victoria
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at https://www.delwp.vic.gov.au/disclaimer

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

PLANNING PROPERTY REPORT

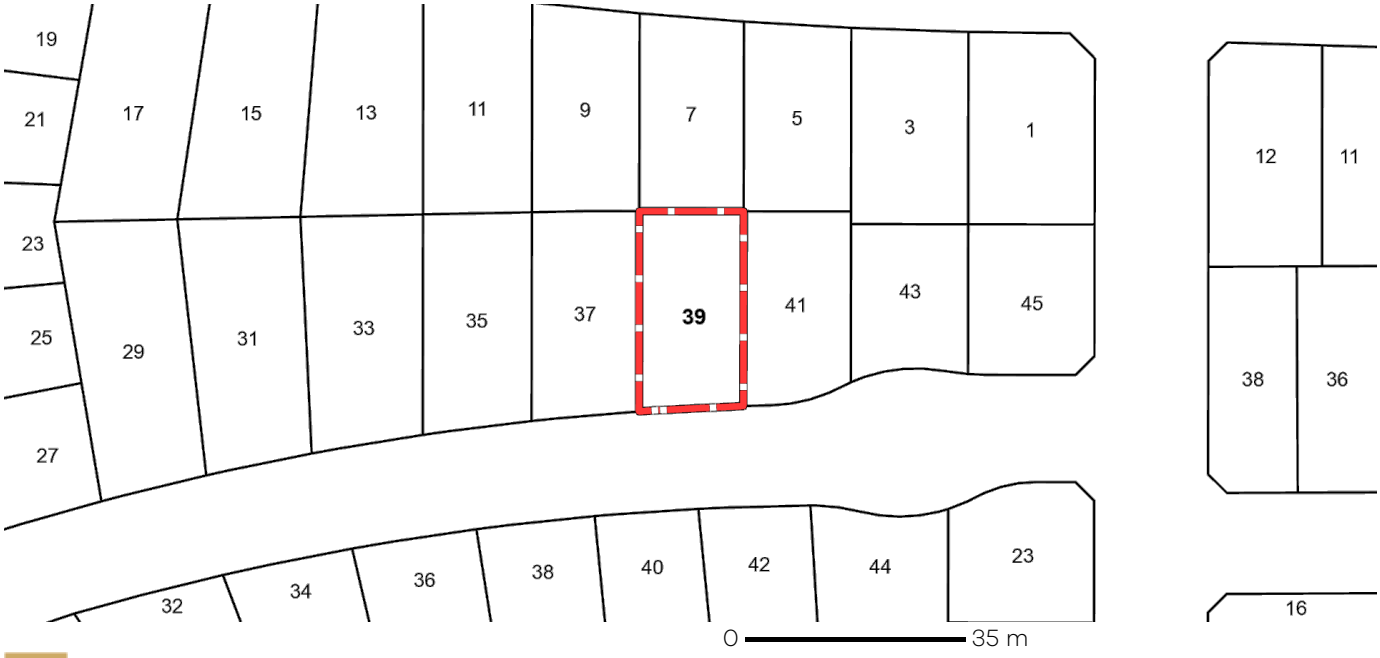
Department of Transport and Planning

Designated Bushfire Prone Areas

This property is not in a designated bushfire prone area.
No special bushfire construction requirements apply. Planning provisions may apply.

Where part of the property is mapped as BPA, if no part of the building envelope or footprint falls within the BPA area, the BPA construction requirements do not apply.

Note: the relevant building surveyor determines the need for compliance with the bushfire construction requirements.



Designated Bushfire Prone Areas

Designated BPA are determined by the Minister for Planning following a detailed review process. The Building Regulations 2018, through adoption of the Building Code of Australia, apply bushfire protection standards for building works in designated BPA.

Designated BPA maps can be viewed on VicPlan at https://mapshare.vic.gov.au/vicplan/ or at the relevant local council.

Create a BPA definition plan in VicPlan to measure the BPA.

Information for lot owners building in the BPA is available at https://www.planning.vic.gov.au.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website https://www.vba.vic.gov.au. Copies of the Building Act and Building Regulations are available from http://www.legislation.vic.gov.au. For Planning Scheme Provisions in bushfire areas visit https://www.planning.vic.gov.au.

Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system https://nvim.delwp.vic.gov.au/ and Native vegetation (environment.vic.gov.au) or please contact your relevant council.

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

Copyright © - State Government of Victoria
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at https://www.delwp.vic.gov.au/disclaimer

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

PROPERTY REPORT

Energy, Environment and Climate Action

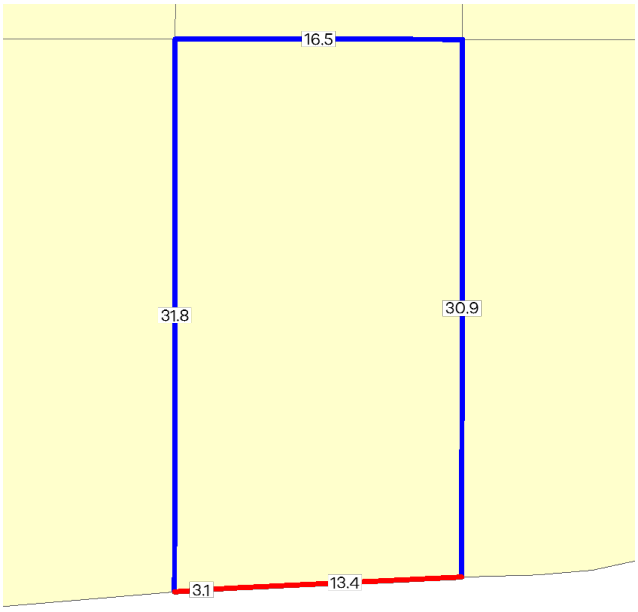
From www.land.vic.gov.au at 14 May 2025 11:35 AM

PROPERTY DETAILS

Address:	**39 CARBONI CRESCENT LYNBROOK 3975**
Lot and Plan Number:	**Lot 935 PS331912**
Standard Parcel Identifier (SPI):	**935\PS331912**
Local Government Area (Council):	**CASEY** www.casey.vic.gov.au
Council Property Number:	**84805**
Directory Reference:	**Melway 96 B12**

SITE DIMENSIONS

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



Area: 516 sq. m
Perimeter: 96 m
For this property:
Site boundaries
Road frontages

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

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

For more accurate dimensions get copy of plan at Title and Property Certificates

UTILITIES

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

STATE ELECTORATES

Legislative Council:	**SOUTH-EASTERN METROPOLITAN**
Legislative Assembly:	**NARRE WARREN SOUTH**

PLANNING INFORMATION

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

The Planning Property Report for this property can found here - Planning Property Report

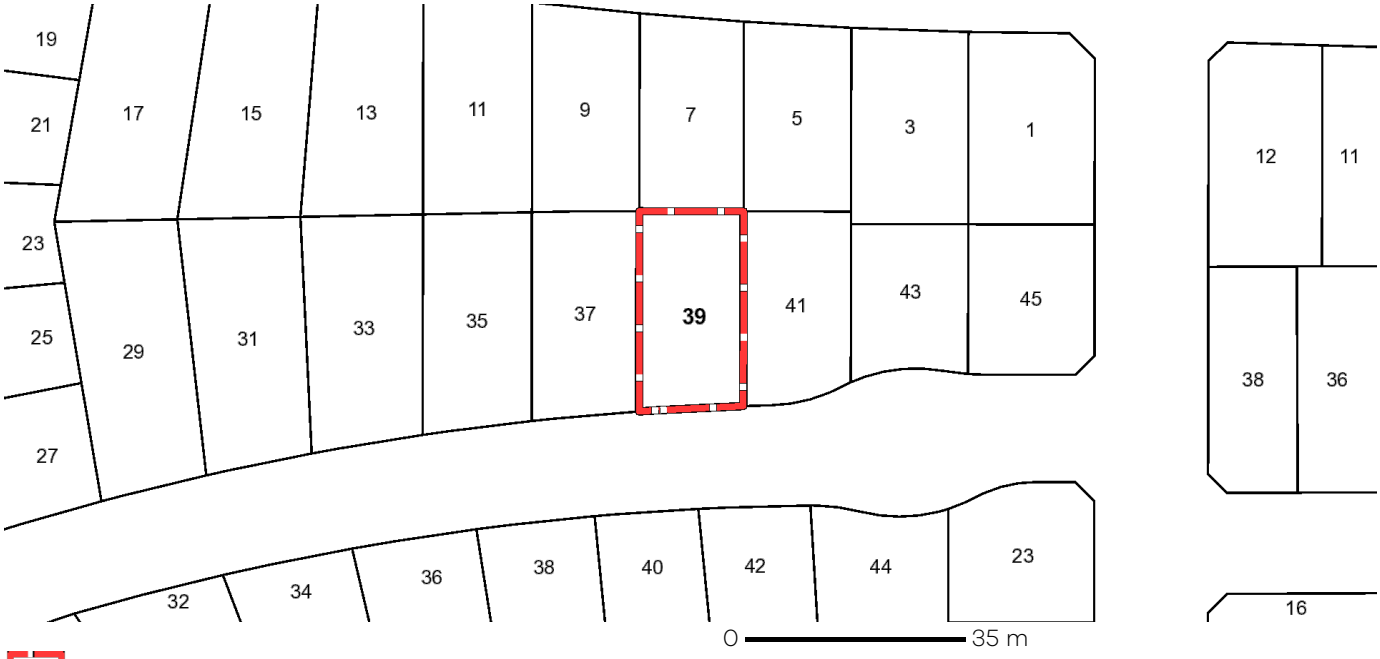
Planning Property Reports can be found via these two links
Vicplan https://mapshare.vic.gov.au/vicplan/
Property and parcel search https://www.land.vic.gov.au/property-and-parcel-search

Copyright © - State Government of Victoria
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at https://www.deeca.vic.gov.au/disclaimer

PROPERTY REPORT

Energy, Environment and Climate Action

Area Map



Selected Property

Copyright © - State Government of Victoria
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at https://www.deeca.vic.gov.au/disclaimer