

CONTRACT OF SALE

VENDORS: MIROSLAV GRMUSA AND SUZANA GRMUSA

PROPERTY: LOT ____, 19 CYPRUS STREET, LALOR VIC 3075



HOME CONVEYANCING RESERVOIR
288 BROADWAY, RESERVOIR 3073
PH 9460 9400
REF: 26604

CONTRACT OF SALE OF REAL ESTATE



PROPERTY ADDRESS: LOT _____, 19 CYPRUS STREET, LALOR VIC 3075

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;

In that order of priority

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period (Section 31 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 or within 3 clear business days **before or after** a publicly advertised auction; 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'

You are notified under section 9AA(1A) of the Sale of Land Act 1962, that:

- You may negotiate with the vendor about the amount of deposit moneys payable under the contract of sale, up to 10% 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 this contract of sale and the day on which you become the registered proprietor.

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

Purchasers should ensure that, prior to signing this contract; they have received a copy of the Section 32 Statement required to be given by a vendor under Section 32 of the **Sale of Land Act 1962** that is in accordance with Division 2 of Part II of that Act; and a copy of the full terms of this contract.

The authority of a person signing:

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER

..... on/...../20.....

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

State nature of authority if applicable (e.g. 'director', "attorney under power of attorney")

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

SIGNED BY THE VENDOR

..... on/...../20.....

Print name of person signing **MIROSLAV GRMUSA and SUZANA GRMUSA**.....

State nature of authority if applicable (e.g. 'director', "attorney under power of attorney")

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

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

HARCOURTS RATA & CO
UNIT 1, 337 SETTLEMENT ROAD, THOMASTOWN VIC 3074

Tel: 9465 7766

Ref: Email: sold@rataandco.com.au

VENDOR

MIROSLAV GRMUSA AND SUZANA GRMUSA

Tel:

Ref:

Email:

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

HOME CONVEYANCING RESERVOIR
Of 288 BROADWAY, RESERVOIR VIC 3073

Tel: (03) 9460 9400

Ref: 26604

Email: lydia@homeconveyancing.com.au

PURCHASER

Of

Tel:

Ref:

Email:

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

of ,

Tel:

Ref:

Email:

PROPERTY ADDRESS

LOT ____, 19 CYPRUS STREET, LALOR VIC 3075

LAND (General Conditions 3)

The land is described in the table below –

Part of Certificate of Title reference	Being Lot	On Proposed Plan PS926548L
Volume 10343 Folio 282		

OR

Described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement as attached to the Section 32 Statement if no folio or land description references are recorded in the table above or if the land is general law land.

The land includes all improvements and fixtures.

GOODS SOLD WITH THE LAND

(General Condition 2.2(f))

All fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature as inspected.

PAYMENT

(General Condition 10)

Price

\$

Deposit

\$ _____

by

(of which \$

has been paid)

Balance

\$

payable at settlement

=====

GST

(General Condition 13)

The price includes GST (if any) unless the words '**plus GST**' appear in this box:

If this is a sale of a 'farming business' or 'going concern' then add the words '**farming business**' or '**going concern**' in this box:

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

GST – RESIDENTIAL WITHHOLDING PAYMENT

The Purchaser is not required to make a GST withholding payment under section 14-250 Of Schedule 1 to the Taxation Administration Act 153 (Cth) in relation to this supply of Land unless the words '**GST withholding applies**' appear in this box in which case the Vendor will provide further details before settlement.

Unless the words '**GST withholding applies**' appears in this box, this section serves as a Notification for the purposes of section 14-255 of Schedule 1 to the Taxation Administration Act 1953 (Cth) and the Vendor will not be required to produce a notice.

SETTLEMENT

(General Condition 10)

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;

or

14 days after the vendor gives notice to the purchaser of registration of the plan.

LEASE

(General Condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box in which case refer to General Condition 1.1

TERMS CONTRACT

(General Condition 23)

If this contract is intended to be a terms contract within the meaning of the **Sale of Land Act 1962** then add the words '**terms contract**' in this box, and refer to general condition 23 and add any further provisions by way of special conditions:

LOAN

(refer to general condition 14)

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

Lender:

Loan amount: \$

Approval date:

SPECIAL CONDITIONS

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

CONTRACT OF SALE OF REAL ESTATE—GENERAL CONDITIONS

TITLE

1. ENCUMBRANCES

- 1.1 The purchaser buys the property subject to:
 - (a) any encumbrance shown in the Section 32 Statement other than mortgages or caveats; and
 - (b) any reservations in the crown grant; and
 - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3 In this General Condition "Section 32 Statement" means a Statement required to be given by a vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.

2. VENDOR WARRANTIES

- 2.1 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.2 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.3 The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.4 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the Section 32 Statement required to be given by a vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.
- 2.5 If sections 137B and 137C of the **Building Act 1993** apply to this contract, the vendor warrants that:
 - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the **Building Act 1993** and regulations made under the **Building Act 1993**.
- 2.6 Words and phrases used in general condition 2.5 which are defined in the **Building Act 1993** have the same meaning in general condition 2.5.

3. IDENTITY OF THE LAND

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

4. SERVICES

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

5. CONSENTS

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

6. TRANSFER

The transfer 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.

7. DUTIES ONLINE SETTLEMENT STATEMENT

The vendor must promptly initiate the Duties Online 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.

8. RELEASE OF SECURITY INTEREST

- 8.1 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.
- 8.2 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 8.4, 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.
- 8.3 If the purchaser is given the details of the vendor's date of birth under condition 8.2, the purchaser must –
- (a) Only use the vendor's date of birth for the purposes specified in condition 8.2; and
 - (b) Keep the date of birth of the vendor secure and confidential.
- 8.4 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.
- 8.5 Subject to general condition 8.6, 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.
- 8.6 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 8.5 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.
- 8.7 A release for the purposes of general condition 8.4(a) must be in writing.
- 8.8 A release for the purposes of general condition 8.4(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.
- 8.9 If the purchaser receives a release under general condition 8.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 8.10 In addition to ensuring that a release is received under general condition 8.4(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.
- 8.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Security Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 8.12 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 8.11.
- 8.13 If settlement is delayed under general condition 8.12 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.
- 8.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 14 applies despite general condition 8.1.
- 8.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 8 unless the context requires otherwise."

9. 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.

10. SETTLEMENT

- 10.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 10.2 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise
- 10.3 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.

11. DEPOSIT

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision;.
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
- (a) in cash 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 the 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 authorized deposit-taking institution, must be paid by the remitter.
- 11.5 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account;
- 11.6 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 11.7 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 11.8 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.

12. STAKEHOLDING

- 12.1 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the reasonable 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 foreign resident capital gains withholding and GST Withholding does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the **Sale of Land Act 1962** have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 12.4 Where the purchaser is deemed by section 27(7) of the **Sale of Land Act 1962** to have given the deposit release authorisation referred to in section 27(1) the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

13. GST

- 13.1 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).
However 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) if the particulars of sale specify that the supply made under this contract is a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser 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);.
- 13.3 The purchaser is not obliged to pay any GST under this Contract until a tax invoice has been given to the purchaser,

unless the margin scheme applies.

- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and
 - (b) 'GST' includes penalties and interest.

14. LOAN

- 14.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 14.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
- (a) immediately applied for the loan; and
 - (b) did everything reasonably required to obtain approval of the loan; and
 - (c) serves written notice ending the contract, together with written evidence of rejection or non-approvals 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.
- 14.3 All money must be immediately refunded to the purchaser if the contract is ended.

15. ADJUSTMENTS

- 15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the **Land Tax Act 2005**); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 15.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 15, if requested by the vendor.

TRANSACTIONAL

16. TIME

- 16.1 Time is of the essence of this contract.
- 16.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.
- 16.3 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.
- 16.4 Any unfulfilled obligation will not merge on settlement.

17. SERVICE

- 17.1 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.
- 17.2 A cooling off notice under section 31 of the Sale of Land Act 1962 or a notice under general condition 14 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.
- 17.3 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 proven otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proven 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**.
- 17.2 A document is sufficiently served:
- (a) personally; or
 - (b) by pre-paid post; or
 - (c) in any manner authorised by law or by the Supreme Court for service of documents, including any manner authorized 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.

18. NOMINEE

The purchaser may nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

19. LIABILITY OF SIGNATORY

Any signatory for a proprietary limited company purchaser is personally liable for the due performance of the purchaser's obligations as if the signatory were the purchaser in the case of a default by a proprietary limited company purchaser.

20. GUARANTEE

The vendor may require one or more directors of the purchaser to guarantee the purchaser's performance of this contract if the purchaser is a proprietary limited company.

21. NOTICES

- 21.1 The vendor is responsible for any notices, 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.
- 21.2 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.
- 21.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

22. INSPECTION

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

23. TERMS CONTRACT

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

24. LOSS OR DAMAGE BEFORE SETTLEMENT

- 24.1 The vendor carries the risk of loss or damage to the property until settlement.
- 24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.
- 24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.
- 24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. BREACH

A party who breaches this contract must pay to the other party on demand:

- (a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and
- (b) any interest due under this contract as a result of the breach.

26. DEFAULT 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.

27. DEFAULT NOTICE

27.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.

27.2 The default notice must:

- (a) specify the particulars of the default; and
- (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given—
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

28. DEFAULT NOT REMEDIED

28.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the Purchaser and is not remedied and the costs and interest are not paid.

28.2 The contract immediately ends if:

- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
- (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

28.3 If the contract ends by a default notice given by the purchaser:

- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
- (b) all those amounts are a charge on the land until payment; and
- (c) the purchaser may also recover any loss otherwise recoverable.

28.4 If the contract ends by a default notice given by the vendor:

- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
- (b) the vendor is entitled to possession of the property; and
- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
- (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
- (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

SPECIAL CONDITIONS

1. Electronic Conveyancing

Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law and special condition 1 applies, if the box is marked "EC"

EC

- 1.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that 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.
- 1.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- 1.3 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.
- 1.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 1.5 The vendor must nominate a time of the day for locking of the workspace at least two (2) days before the due date 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.
- 1.6 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.
- 1.7 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 special condition 1.6 has not occurred by 4.00pm, or 6.00pm if the nominated time for settlement is after 4.00 pm.
- 1.8 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.
- 1.9 The purchaser must before settlement:
 - (a). ensure the workspace is properly prepared in readiness for settlement and provide notice to the vendor's conveyancer a minimum of two (2) clear business days notice of doing so,
 - (b). ensure the workspace is properly completed including all documents required to effect settlement at least forty eight (48) hours prior to date of settlement;
 - (c). ensure to provide reasonable and sufficient information and communication to the vendors conveyancer of any expected delay with the scheduled settlement taking place;
 - (d). be informed by the vendors conveyancer within seven (7) days prior to the scheduled settlement of the vendor's foreseeable losses anticipated to be incurred as a direct result of the purchaser's breach of special conditions 1.9(a)-(c) and acknowledges the vendor's right to claim such losses and costs as mentioned in Special Condition 14.
 - (e). acknowledge that should the purchaser breach special conditions 1.9(a)-(c) they will be liable to compensate the vendors the foreseeable losses claimed as a result of settlement being postponed, cancelled and or delayed.

2. **Compliance with Sale of Land Act**

The Purchaser hereby acknowledges that prior to signing this Contract and prior to signing any other documents relating to the sale hereby effected the Purchaser received a Statement in writing signed by the Vendor pursuant to Section 32 of the *Sale of Land Act 1962* (as amended) in the form included in this Contract of Sale.

3. **Jointly and Severally**

- (a). If the Purchaser consists of more than one person each of them are jointly and severally bound by this Contract of Sale.
- (b). Unless inconsistent with the context words involving gender include all genders and the neuter and words importing the singular number include the plural and vice versa.

4. **Whole Agreement**

The Purchaser acknowledges that no information, representation, comment, marketing material, opinion or warranty by the Vendor or the Vendor's Agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser and no information, representation, comment, opinion or warranty has in fact been so relied upon and that there are no conditions, warranties or other terms affecting this sale other than those embodied in this Contract.

5. **Acceptance of Title**

General Condition 12.4 is added:

12.4 Where the Purchaser is deemed by section 27(7) of the Sale of Land Act 1962 to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

6. **Adjustments**

General Condition 15 is amended by the inclusion of the following clauses;

- 6.1 The purchaser must provide Statement of Adjustments and copies of all certificates and other information used to calculate the adjustments under General Condition 15, five (5) business days prior to settlement.
- 6.2 The Statement of Adjustments will be provided to the Vendors Conveyancer via email and does not entitle the Purchasers representative to load into the PEXA workspace. The Purchasers representative will be liable for any breach of this Special Condition.

7. **Notices**

General Condition 21 is replaced with the following:

21.NOTICES

- 7.a 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.
- 7.b 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.
- 7.c The Purchaser may enter the property to comply with that responsibility where action is required before settlement.

8. **Transfer of Land and Duties On Line**

The Purchasers representative will ensure the Transfer of Land and Duties On Line are prepared promptly allowing execution by the Vendor(s) at least seven days prior to scheduled settlement. Should the Purchaser fail to do so, the Vendor(s) give notice any delay in settlement will not render the Vendor(s) in default and Purchaser will be in default of this Special Condition and 1.10 and General Condition 6.

9. **Identity of Land**

9.a The Purchaser shall not make any requisitions or claim any compensation for any alleged mis-description of the land or deficiency in its area or measurements or any patent or latent defects in the land or call upon the Vendor to amend Title or bear all or any part of the cost of doing so provided that nothing herein shall release the Vendor from the Vendor's obligations or affect the rights of the Purchaser pursuant to Section 9AC of the *Sale of Land Act 1962* (as amended).

9.b General Condition 3 of Form 2 shall not apply to this Contract of Sale.

10. Representation and Warranty

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

11. Planning

The property is sold subject to any restriction as to user imposed by law or by any Authority with power under any legislation to control the use of land. Any such restriction shall not constitute a defect in Title or a matter of Title or effect the validity of this Contract and the Purchaser shall not make any requisition or objection or claim or be entitled to compensation or damages from the Vendor in respect thereof.

12. Default

- (a). The provisions of General Condition 26 are amended to include should the Purchaser default in payment of any money due under this Contract, then interest be charged at the rate for the time being fixed by the Penalty Interest Rates Act and paid on demand by the Purchaser to the Vendor upon the money overdue.
- (b). The interest specified in Special Condition 12(a) shall be computed from the due date herein provided for the payment of the said money until such money is paid and shall be payable by the Purchaser to the Vendor upon demand without the necessity for any notice in writing whether under General Condition 26 or otherwise.
- (c). The exercise of the Vendor's rights hereunder shall be without prejudice to any other rights powers and remedies of the Vendor under this Contract or otherwise.

13. Cancellation and or Re-Scheduling

- (a). The Purchaser, if in default of the Contract, will be liable for payment of the Vendors reasonable costs associated with cancellation and or re-scheduling of settlement and associated costs of simultaneous settlement which will be advised and disclosed to the Purchaser, if applicable, and deemed as foreseeable losses;
- (b). The Purchaser, if in default of the Contract, will be liable for administrative fees of \$220.00 per cancellation and or re-scheduling as required and requested of the Vendor's representative to amend, change and or alter settlement date and or time.
- (c). The Purchaser acknowledges, if in default of the Contract, requires a paper settlement after being agreed to be effected electronically, the Purchaser will be liable for the Vendors reasonable costs for converting to a paper settlement including re-attendance and re-scheduling fees.

14. Director's Guarantee and Warranty

In the event that the Purchaser is a corporate entity then the person signing on behalf of the Corporate Purchaser shall execute the Contract under the Seal of the Company and shall warrant that same is done lawfully in accordance with the Articles of Association of the Purchaser Company and further shall cause either the Sole Director or at least two Directors of the Purchaser Company to execute the form of Guarantee and Indemnity annexed hereto.

15. Foreign Acquisition

The Purchaser warrants that in the event that he or she is a person as defined by the Foreign Acquisitions & Takeovers Act all requirements with the Act have been observed and that any loss occasioned by a breach of such warranty shall form the basis of damages recoverable from the Purchaser.

16. Auction

When the property is offered for sale by public auction the sale is subject to the vendor's reserve price. The Rules for the conduct of the auction shall be as set out in the Schedules to the *Sale of Land (Public Auctions) Regulations 2014* or any rules prescribed by regulation which modify or replace those Rules.

17. Release of Security – General Condition 8

Notwithstanding General Condition 8.2 the Vendor is not obliged to ensure that the Purchaser receives a release, statement, approval or correction in respect of any personal property that is required by the Personal Property Securities Regulations 2009 to be described in a registration by a serial number and is not described by serial number in the PPSR.

Foreign Resident Capital Gains Withholding;

18. Words defined or used in Subdivision 14-D of Schedule 1 to the Taxation Administration Act 1953 (Cth) have the same meaning in this special condition unless the context requires otherwise;
- 18.1 Every vendor under this Contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a clearance certificate issued by the Commission 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.
- 18.2 This special condition only applies if the purchaser is required to pay the Commission an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the Taxation Administration Act 1953 (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property is or will have a market value of \$750,000.00 or more just after the transaction, and the transaction is not excluded under section 14-215(1)(a) of Schedule 1 to the Taxation Administration Act (Cth).
- 18.3 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.
- 18.4 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 in this special condition; and
- (b) Ensure that the representative does so.
- 18.5 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 monies under the control or direction of the representative in accordance with this special 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 special 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.
- 18.6 The representative is taken to have complied with the obligations if;
- (a) The settlement is conducted through the electronic conveyancing system operated by PEXA or any other electronic conveyancing system agreed by the parties; and
- (b) The amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction;
- 18.7 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 date of settlement.
- 18.8 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 of 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.
- 18.9 The purchaser is responsible for any penalties or interest payable to the Commission on account on late payment of the amount.

19. GST Withholding Payments and Notifications

- 19.1 In this Special Condition 19.1 terms have the following meanings;
- (a) **Commencement Date** means 1 July 2018
- (b) **Commissioner** has the meaning given to that term in the TA Act;
- (c) **GST Withholding Amount** means the amount, specified in the Vendor Notice, that the Purchaser is required to pay (if any) to the Commissioner under section 14-250 of Schedule 1 of the TA Act;
- (d) **Operative Date** means 1 July 2020.
- (e) **Purchasers Notice** means a notice that the Purchaser is required to give under section 16-150(2) of Schedule 1 of the TA Act;
- (f) **TA Act** means the Taxation Administration Act 1953 (Cth); and
- (g) **Vendor Notice** means a notice that the vendor is required to give under section 14-255(1) of Schedule 1 of the TA Act.

- 19.2 If the Day of Sale is before the Commencement Date and Settlement takes place before the Operative Date, the parties agree that the Vendor is not required to provide a Vendor Notice and the Purchaser is not required to provide a Purchaser Notice.
- 19.3 Subject to Special condition 19.2 the Vendor must serve a Vendor Notice, in accordance with the requirements of section 14-255 of Schedule 1 of the TA Act, to the Purchaser no later than five (5) business days before Settlement Date.
- 19.4 Subject to Special Condition 19.2 the Purchaser must lodge a Purchaser Notice with the Commission, in accordance with the requirements of section 16-150(2) of Schedule 1 of the TA Act, and provide the Vendor a copy of the Purchaser Notice as lodged at least two (2) business days before the Settlement Date. The Vendor is not required to effect settlement until the Purchaser has provided the Vendor with a copy of the Purchaser Notice if the Purchaser fails to give a copy of the Purchaser's Notice in accordance with this special condition. The Purchaser will be deemed to default in payment of the balance from the date settlement is due under this Contract to the date settlement takes place if, pursuant to this special condition 19.4 the Vendor effects settlement after the date settlement is due under the Contract.
- 19.5 This special condition will not merge on settlement.

20. **Variations to Contract**

Should the purchaser require a variation of the Contract after the date of sale the purchaser will be liable for reasonable costs associated with the variation sought. The parties agree variations to the Contract as agreed between the parties from time to time are to be in writing between the parties representatives. The parties agree any such variation(s) will form part of this Contract and will be binding from the date of variation confirmed, dated and agreed to.

21. **Purchaser's Acknowledgement**

- 21.1 The Purchaser acknowledges that they are purchasing the property as described herein as a result of their own enquiries and inspections and do not rely upon any representations or warranties made by the Vendor, the Vendor's representative, the Vendor's agent or any other person on the Vendor's behalf or otherwise associated with the Vendor.
- 21.2 The Purchaser also acknowledges that they are purchasing the property;
- a. In its present condition and state of repair;
 - b. Subject to any and all defects latent or patent;
 - c. Subject to any and all infestations; and;
- 21.3 The Purchaser agrees not to seek to terminate, rescind or make any objection, requisition, or claim for compensation arising out of any of the matters covered by this Special Condition and not limited to any part or parts of the Particulars of Sale altering, changing or amending the Vendor's position from signing of the Contract to settlement date.
- 21.4 The Purchaser agrees the Vendor is under no obligation to enhance the property by adding so as to benefit the Purchaser and/or the value of the property.
- 21.5 General Conditions 24.4, 24.5 and 24.6 shall not apply.

Plan of Subdivision, encumbrances, identity of land and other restrictions

22. The Contract is subject to the Plan of Subdivision being registered at the Land Titles Office. The time between the date of sale and the plan of subdivision being registered is the specified period for the purpose of Section 9AE of the Sale of Land Act.
23. The purchaser may end this Contract if:-
- The plan is not registered within 18 months of the day of sale;
 - The purchaser serves a written notice ending this contract on the vendor;
 - The purchaser is not in default under any other condition of this contract when a notice is given, and;
 - The plan is not registered when the notice is given.
24. A Notice under this Special Condition will have no effect if the other party receives it after the Plan of Subdivision is registered.
25. Details of any works affecting the natural surface of the land and adjoining land that have or are proposed to be carried out are as shown on the engineering plans and may be inspected at the office of the Municipal Office.

26. The Purchaser acknowledges and agrees that changes may be made to the natural surface level of the land in the Development after the date of sale, and, subject to the purchaser's rights under the Sale of Land Act, the purchaser will not object if changes are made to the natural surface level of the land in the development after the date of sale.
27. Section 10 (1) of the Sale of Land Act 1962 does not apply to the final location of any easements on the plan.
28. The purchaser/s must not lodge a Caveat until the plan of subdivision is registered. If the purchaser fails to comply with this condition then the purchaser must compensate the vendor for any loss suffered as a result of the caveat lodged.
29. The purchaser admits that the land as offered for sale (and inspected by him) is identical with that described in the attached title particulars. He shall not make any requisition or claim any compensation for any alleged misdescription of the land or deficiency in its area or measurements or call upon the Vendor to amend title or bear all or any part of the cost of doing so. General Condition 3 of the Contract shall not apply to this Contract.
30. The purchaser buys subject to any restrictions imposed by and to the provisions of the relevant council Planning Scheme and other Town and Contract Planning Acts or Schemes:
 - a. This sale is made pursuant to the provisions of Section 9AA of the Sale of Land Act 1962 as amended ("the Act") and notwithstanding any provision to the contrary hereinbefore contained in this contract the provisions set out hereunder shall supersede and have precedence for the purposes of interpretation of this contract.
 - b. If the Plan is not so approved within a period of eighteen (18) months from the date hereof then the Purchaser shall have the option prior to the Plan being approved as aforesaid by giving notice in writing to that effect to the Vendor to avoid this contract and thereupon all monies paid hereunder shall be refunded to the purchaser/s without deduction and; subject as aforesaid, thereafter neither party shall have any action right or claim or demand against the other hereunder or arising from or out of the contract being avoided or the failure of the vendor to procure the approval of the Plan.
 - c. The Vendor or its predecessor in title reserve the right to make such minor amendments to the said plan as it may determine in its absolute discretion or as may be required by the Registrar of Titles or any other competent Authority as a condition of approving the same and the purchaser/s shall accept the land hereby sold on the Plan as ultimately approved. Notwithstanding that there may be minor variations or discrepancies between the lot or lots on the approved plan PROVIDED THAT the Vendor within 14 days of requesting any such amendment or being required to amend the Plan by the Registrar of titles shall advise the purchaser/s in writing of such proposed amendments.
 - d. The purchaser/s agree to make no objection or requisition or claim any compensation in respect of any minor variation or discrepancy between the dimensions and position of the lot or lots hereby sold on the Plan and the dimensions and position of the lot or lots corresponding thereto on the approved plan incorporating minor amendments which are made to secure such approval PROVIDED THAT should the purchaser/s claim that any proposed amendment (if any) to the Plan materially affects the land hereby sold and purports to rescind this contract the vendor/s shall have the right within 14 days of receiving such notice of avoidance from the purchaser/s to dispute that any such proposed amendment materially affects the land hereby sold and refer matters to an arbitrator for determination in accordance with the provisions set out in Clause 14B of the Act.
31. The Purchaser/s forthwith on being requested so to do shall sign all documents, applications, consents, instruments and writings and shall do all acts matters and things which may be necessary or desirable to obtaining approval of the Plan and give full effect to anything referred to in these additional special conditions.
32. The purchaser acknowledges that the Council may require the Vendor to enter into a Section 173 Agreement of the Planning and Environment Act 1987 which may be registered and run with the title of the land. The purchaser buys the property subject to any Section 173 Agreements which are or if registered, will remain encumbrances on the title to the land. The purchaser must not make any claim, enquiry, requisition or demand in relation to the matters raised within the Section 173 Agreement and the purchaser will not be entitled to delay settlement or rescind this Contract as a result of the matters raised in the Section 173 Agreement.

33. The Purchaser acknowledges and agrees that the description of areas and measurements appearing in any marketing material of the development are approximates only and may differ from the actual area and measurements on completion of the Building Works and registration of the Plan of Subdivision.
34. The Purchaser acknowledges not to object by reason of the actual areas and measurements on completion of the Building Works being different to those shown in this Contract, the area of the property in the Plan of Subdivision or any marketing material.
35. The Vendor intends before settlement to have established an Owners Corporation and to;
 Pass a Special Resolution; and
 Execute and secure registration of any Additional Rules for the Owners Corporation;
36. The Purchaser may not object, make objection, requisition or claim, delay completion or rescind or terminate this Contract because the Vendor decides not to have the Owners Corporation pass a Special Resolution.
37. The Purchaser must pay for any fee charged by the Owners Corporation in providing an owners corporation certificate.

Waiver

38. The Purchaser is not entitled to object or require the Vendor to take any action against the Vendor and buys the property subject to –
 - a. All laws affecting the property;
 - b. All restrictions or conditions affecting or imposed on the property or its use;
 - c. All rights of or claims by any Authority;
 - d. Conditions imposed in the planning permits for the property; and
 - e. The applicable planning scheme
39. And the Purchaser must not object or require the Vendor to take any action in accordance with these matters or in connection with any defect or non-compliance of the property with respect of these matters.

No warranties about environmental condition

40. The Purchaser accepts the condition of the property including without limitation, the presence of any contaminant or substance(s) in, on or under or emanating from the property; and The Purchaser acknowledges that the Vendor makes no representation or warranty about compliance of the Property with Environmental Law;

The Purchaser cannot make any requisition, objection, claim or claim for compensation, delay payment of the balance or otherwise rescind or terminate this Contract because of the use, presence or escape of any contaminant or substance on or from the property; or
The physical condition of the property renders the property unsuitable or unfit for any use or development;

VENDORS STATEMENT TO THE PURCHASER OF REAL ESTATE

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.

Vendor: MIROSLAV GRMUSA AND SUZANA GRMUSA

Property: LOT , 19 CYPRUS STREET, LALOR VIC 3075

1. FINANCIAL MATTERS IN RESPECT OF THE LAND

Particulars of any Rates, Taxes, Charges and other similar outgoings affecting the property and interest (if any) payable thereon (including any Owners Corporation Charges and Interest):

1.1 Are contained in the attached certificate/s.

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;

NONE TO THE VENDORS KNOWLEDGE.

1.2 **Terms Contract**

This section 1.3 only applies if this section 32 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

1.3 **Sale Subject to Mortgage**

This section 1.4 only applies if this section 32 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

1.4 **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.

b. Is the land tax reform scheme land within the meaning of the CIPT Act?

NOT TO THE VENDORS KNOWLEDGE.

c. If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of CIPT Act is set out in the attached Municipal rates notice or property clearance or is as follows:

NOT APPLICABLE.

2. INSURANCE DETAILS IN RESPECT OF THE LAND

2.1 This section 2.1 only applies if this Section 32 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 receipts of rents and profits:

- NOT APPLICABLE.

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

- NOT APPLICABLE

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

AS CONTAINED IN THE ATTACHED DOCUMENTS.

b. Particulars of any existing failure to comply with an easement, covenant or other similar restriction are:

NONE TO THE VENDORS KNOWLEDGE.

3.2 Road Access

There IS access to the property by road.

3.3 Designated Bushfire Prone Area

This land is NOT in a designated bushfire prone area under Section 192A of the *Building Act 1993*.

3.4 Planning Scheme

In the case of land to which a planning scheme applies a statement specifying—

- | | |
|---------------------------------------|------------------------------------|
| a. name of the planning scheme: | City Of Whittlesea Planning Scheme |
| b. name of the responsible authority: | City Of Whittlesea |

As contained in the attached certificate/s.

4. NOTICES, ORDER, DECLARATION, REPORT OR RECOMMENDATION

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

NONE TO THE VENDORS KNOWLEDGE

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:

NONE TO THE VENDORS KNOWLEDGE

4.3 **Compulsory Acquisition**

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

NONE TO THE VENDORS KNOWLEDGE

5. **BUILDING PERMITS**

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

- As contained in the attached copy documents.

6. **INFORMATION RELATING TO ANY 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*.

The land WILL BE affected by an Owners Corporation.

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*

7.1 **Work-in-Kind Agreement**

This section 7.1 only applies if the land is subject to a work-in-kind agreement.

The land is NOT a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987*) –

7.2 **GAIC recording**

This section 7.2 only applies if there is a GAIC recording:

Any of the following certificates or notices must be attached if there is a GAIC recording.

The land is NOT subject to GAIC recording.

8. **DISCLOSURE OF NON-CONNECTED SERVICES**

8.1 The services which are **NOT** connected to the land—

- a. Telephone services.

9. EVIDENCE OF TITLE

9.1 Attached are copies of the following document/s concerning Title:

a. Registered Title

A Register Search Statement and the document, or part of the document, referred to as the diagram location in the Register Search Statement that identifies the land and its location; OR

b. General Law Title

The last conveyance in the chain of title or other document which gives evidence of the vendor's title to the land.

SUBDIVISION

c. In the case of land that is subject to a subdivision—

- (i) if the plan of subdivision has not been registered, a copy of the plan of subdivision which has been certified by the relevant municipal council; or
- (ii) if the plan of subdivision has not yet been certified, a copy of the latest version of the plan;

d. Staged Subdivision

In the case of land that is part of a staged subdivision within the meaning of Section 37 of the **Subdivision Act 1988** –

- (i) If the land is in the second or a subsequent stage, a copy of the plan for the first stage and;
- (ii) Details of any requirements in a statement of compliance relating to the stage in which the land is included that have not been complied with; and
- (iii) Details of any proposals relating to subsequent stages that are known to the vendor; and
- (iv) A statement of the contents of any permit under the **Planning and Environment Act 1987** authorising the staged subdivision.

e. Further Plan of Subdivision

In the case of land that is subject to a subdivision and in respect of which a further plan within the meaning of the **Subdivision Act 1988** is proposed –

- (i) If the later plan has not been registered, a copy of the plan which has been certified by the relevant municipal council; or
- (ii) If the later plan has not yet been certified, a copy of the latest version of the plan.

10. 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 Section 32 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). To be a building or part of the building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and;

Which has a net lettable area of at least 1000m² (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date); -
NONE TO THE VENDORS KNOWLEDGE.

11. DUE DILIGENCE CHECKLIST

*The Sale of Land Act 1962 provides that 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 Section 32 statement.*

12. ATTACHMENTS

Any certificates, documents and other attachments may be annexed to this section. Additional information may be added to this section where there is insufficient space in any of the earlier sections.

The day of this Statement is theday of20

Signed by the Vendor(s)
.....

The Purchaser acknowledges being given a duplicate of this Statement signed by the Vendor before the Purchaser signed any Contract.

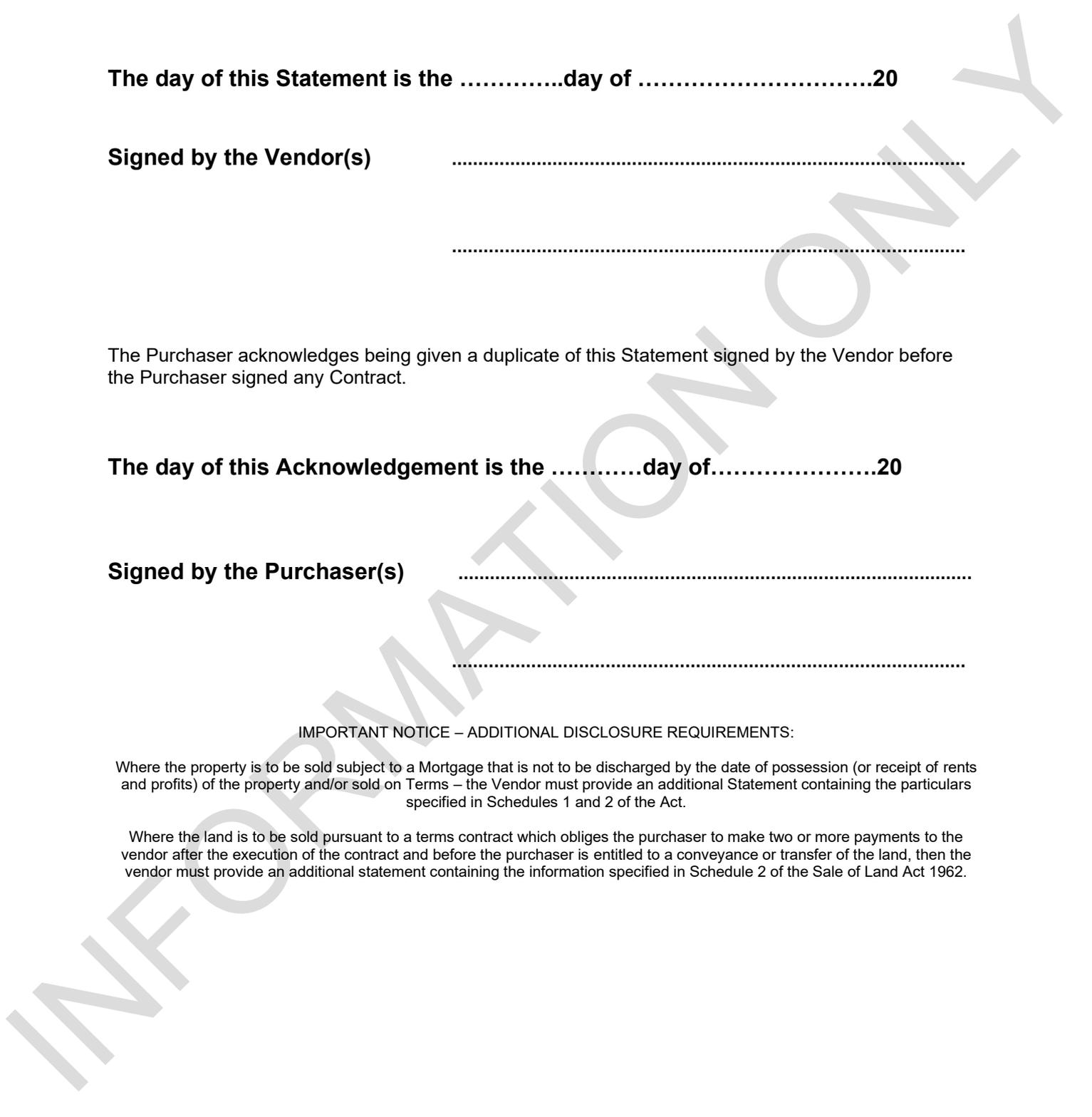
The day of this Acknowledgement is theday of.....20

Signed by the Purchaser(s)
.....

IMPORTANT NOTICE – ADDITIONAL DISCLOSURE REQUIREMENTS:

Where the property is to be sold subject to a Mortgage that is not to be discharged by the date of possession (or receipt of rents and profits) of the property and/or sold on Terms – the Vendor must provide an additional Statement containing the particulars specified in Schedules 1 and 2 of the Act.

Where the land is to be sold pursuant to a terms contract which obliges the purchaser to make two or more payments to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land, then the vendor must provide an additional statement containing the information specified in Schedule 2 of the Sale of Land Act 1962.



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

Page 1 of 1

VOLUME 10343 FOLIO 282

Security no : 124124473194D
Produced 15/05/2025 10:01 AM

LAND DESCRIPTION

Lot 1 on Title Plan 628588W.
PARENT TITLE Volume 08270 Folio 629
Created by instrument U883914C 21/07/1997

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
SUZANA GRMUSA
MIROSLAV GRMUSA both of 30A CYPRUS STREET LALOR VIC 3075
AV673415J 27/05/2022

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AV673416G 27/05/2022
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

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

DIAGRAM LOCATION

SEE TP628588W 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: 19 CYPRUS STREET LALOR VIC 3075

ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
Effective from 27/05/2022

DOCUMENT END



Imaged Document Cover Sheet

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

Document Type	Plan
Document Identification	TP628588W
Number of Pages (excluding this cover sheet)	1
Document Assembled	15/05/2025 10:01

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

TITLE PLAN	EDITION 1	TP 628588W
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<p>Location of Land</p> <p>Parish: KEELBUNDORA</p> <p>Township:</p> <p>Section:</p> <p>Crown Allotment:</p> <p>Crown Portion:</p> <p>Last Plan Reference: LP40752</p> <p>Derived From: VOL 10343 FOL 282</p> <p>Depth Limitation: NIL</p>	<p>Notations</p> <p>ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN</p>
--	--

<p>Description of Land / Easement Information</p> <p>ENCUMBRANCES</p> <p>AS TO THE LAND SHOWN MARKED "E-1"</p> <p>THE EASEMENTS (IF ANY) EXISTING OVER THE SAME BY VIRTUE OF SECTION 98 OF THE TRANSFER OF LAND ACT</p>	<p>THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT</p> <p>COMPILED: 18/09/2000</p> <p>VERIFIED: MP</p>
---	---

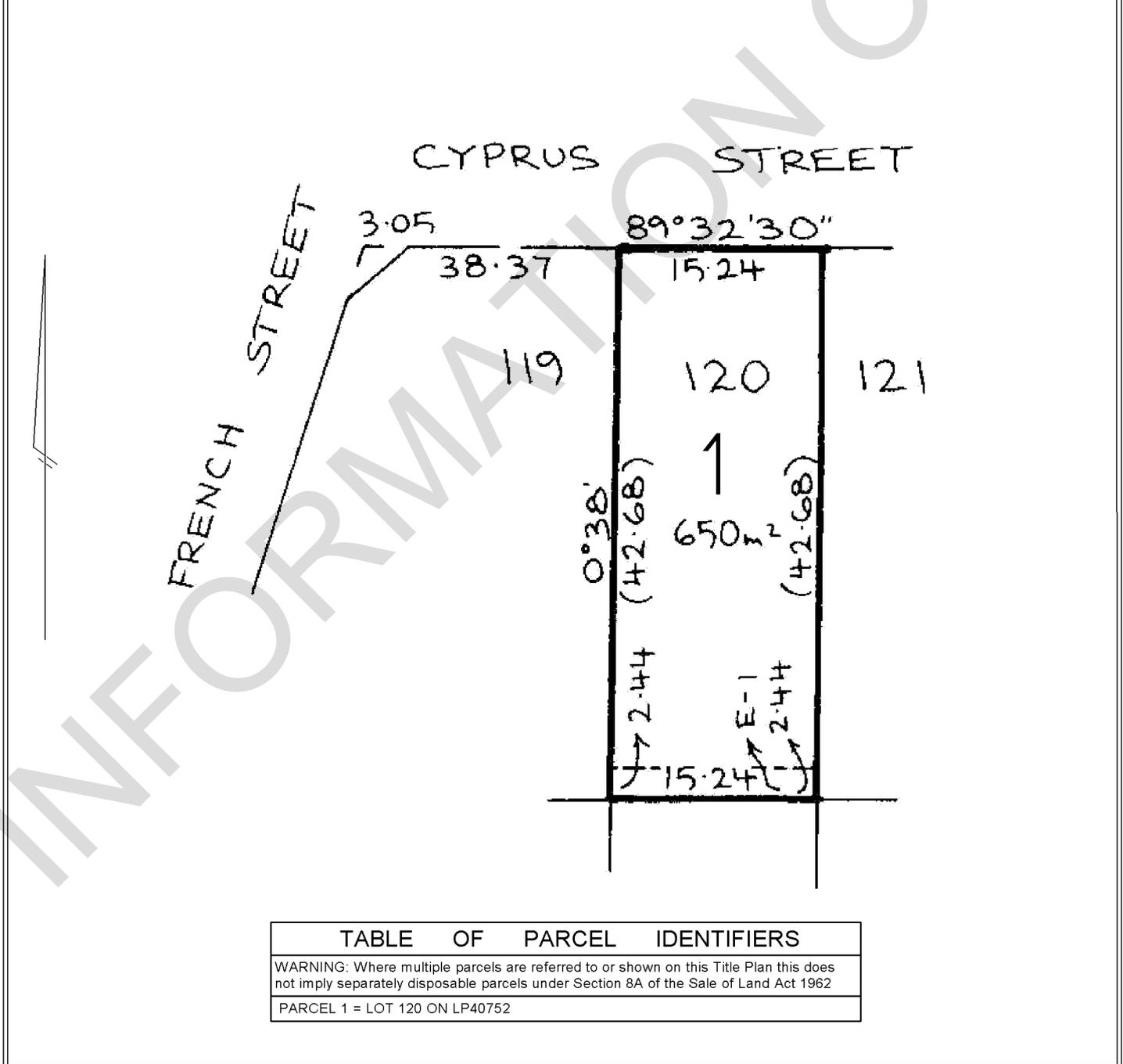


TABLE OF PARCEL IDENTIFIERS
WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962
PARCEL 1 = LOT 120 ON LP40752

LENGTHS ARE IN METRES	Metres = 0.3048 x Feet Metres = 0.201168 x Links	Sheet 1 of 1 sheets
-----------------------	---	---------------------

LOCATION OF LAND

PARISH: KEELBUNDORA

TOWNSHIP:

SECTION:

CROWN ALLOTMENT:

CROWN PORTION: 26 (PART)

TITLE REFERENCE: VOL.10343 FOL.282

LAST PLAN REFERENCE: LOT 1 ON TP628588W

POSTAL ADDRESS: 19 CYPRUS STREET,
(at time of subdivision) LALOR, VIC. 3075

MGA CO-ORDINATES: E: 325 400 ZONE: 55
(of approx centre of land N: 5 828 485 GDA 2020
in plan)

Council Name: Whittlesea City Council

Council Reference Number: PLN-43410
Planning Permit Reference: PLN-43410
SPEAR Reference Number: S235371P

Certification

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

Statement of Compliance

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

Public Open Space

A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has been made and the requirement has been satisfied

Digitally signed by: Renee Kueffer for Whittlesea City Council on 09/05/2025

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
NIL	NIL

NOTATIONS

Boundaries shown by thick continuous lines are defined by buildings.
Location of boundaries defined by buildings:

Median wall : Marked with 'M'
Exterior face : All other boundaries

C.P. No.1 denotes Common Property No.1

Common Property No.1 is all the land in the plan except the land in the Lots

Lots in this plan may be affected by one or more owners corporations - see owners corporation search report for details.

NOTATIONS

DEPTH LIMITATION DOES NOT APPLY

SURVEY:
This plan is/is not based on survey.

STAGING:
This is/is not a staged subdivision.
Planning Permit No.PLN-43410

This survey has been connected to permanent marks 846
In Proclaimed Survey Area No. N/A

EASEMENT INFORMATION

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

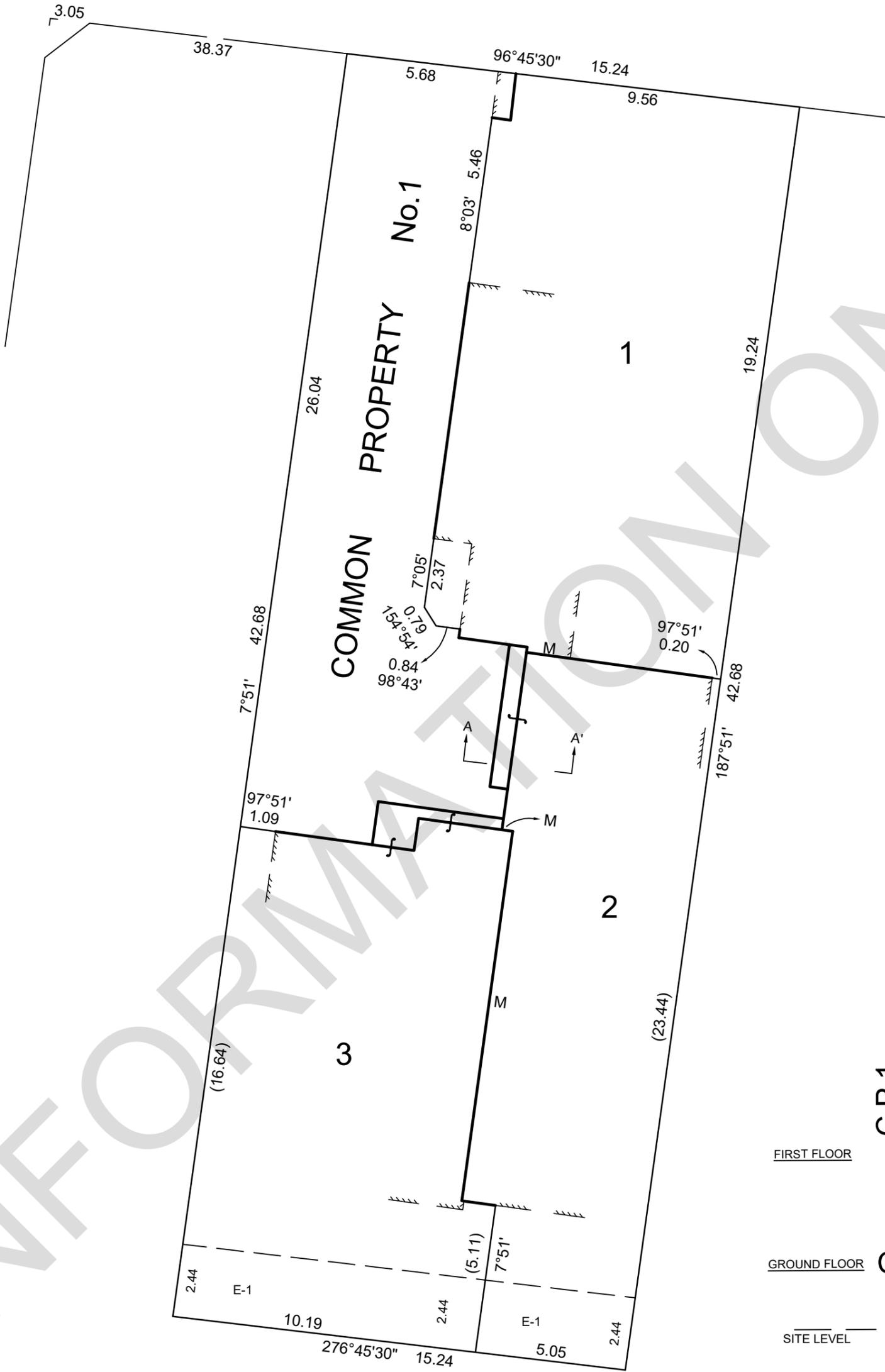
SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO LAND & LOTS IN THIS PLAN

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE & SEWERAGE	2.44	LP93611	LOTS ON LP93611
E-1	SEWERAGE	2.44	THIS PLAN	YARRA VALLEY WATER
E-1	DRAINAGE	2.44	THIS PLAN	CITY OF WHITTLESEA

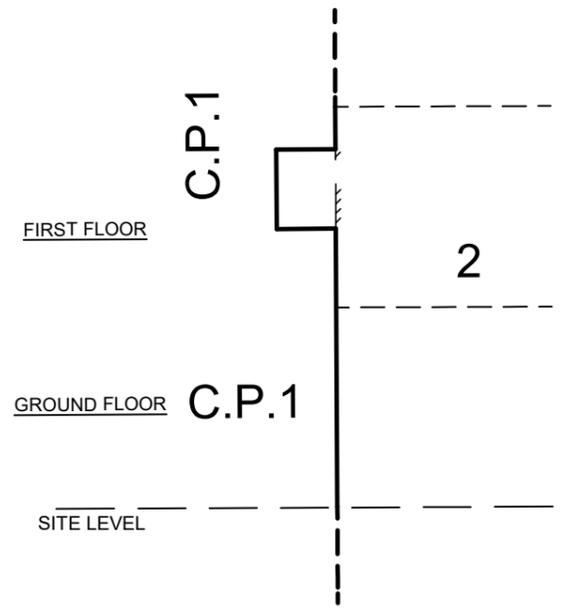
PS926548L

CYPRUS STREET

FRENCH STREET



MGA2020 ZONE 55



SECTION A -A'

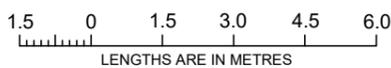
(NOT TO SCALE)

TYPICAL FOR LOTS 2 & 3



PO Box 136, Lower Plenty 3093
 E: enquiries@dmlsurveys.com.au
 www.dmlsurveys.com.au
 M: 0422 741 385
 ABN 65 548 850 590 ACN 148 149 688

SCALE
1 : 150



Digitally signed by: DEAN LONEY, Licensed Surveyor,
 Surveyor's Plan Version (02),
 06/05/2025, SPEAR Ref: S235371P

ORIGINAL SHEET
SIZE: A3

REF: 2024-138 VERSION 2

SHEET 2

Digitally signed by:
 Whittlesea City Council,
 09/05/2025,
 SPEAR Ref: S235371P

OWNERS CORPORATION SCHEDULE

PS926548L

Owners Corporation No. 1

Plan No. PS926548L

Land affected by Owners Corporation: All of the lots in the table below

Common Property No.:

Limitations of Owners Corporation: Unlimited

Notations

The purpose of Owners Corporation No. 1 on PS926548L is to manage the land affected by the owners corporation (except the use of any common property affected by a limited owners corporation)

Totals		
	Entitlement	Liability
This schedule	180	150
Balance of existing OC	0	0
Overall Total	180	150

Lot Entitlement and Lot Liability

Lot	Entitlement	Liability									
1	70	50									
2	50	50									
3	60	50									

DML Land Surveys Unit 21, 337 SETTLEMENT Road THOMASTOWN VIC 3074	Surveyors file reference: 2024-138	SHEET 1
	Digitally signed by: DEAN LONEY, Licensed Surveyor, Surveyor's Plan Version (02), 06/05/2025, SPEAR Ref: S235371P	Digitally signed by: Whittlesea City Council, 09/05/2025, SPEAR Ref: S235371P



New Street Address Allocations Information

Advice of street address and lot location of each lot on the plan.

Plan No: PS926548L
Certified: 09/05/2025
No. of Lots: 3
Council Name: Whittlesea City Council
Council Ref No: PLN-43410, PLN-43410, DA: PLN-38849; CASE: 21513
SPEAR Ref No: S235371P
Property: 19 CYPRUS STREET, LALOR VIC 3075

Lot Number	Unit Number	House Number	Road Name	Road Type	Locality
1	1	19	Cyprus	STREET	LALOR
2	2	19	Cyprus	STREET	LALOR
3	3	19	Cyprus	STREET	LALOR

The above plan was unregistered at the time that these addresses were supplied by Council. You may wish to check the final addressing data for lots on this plan in Vicmap once it is registered.

Date: 10/01/2025

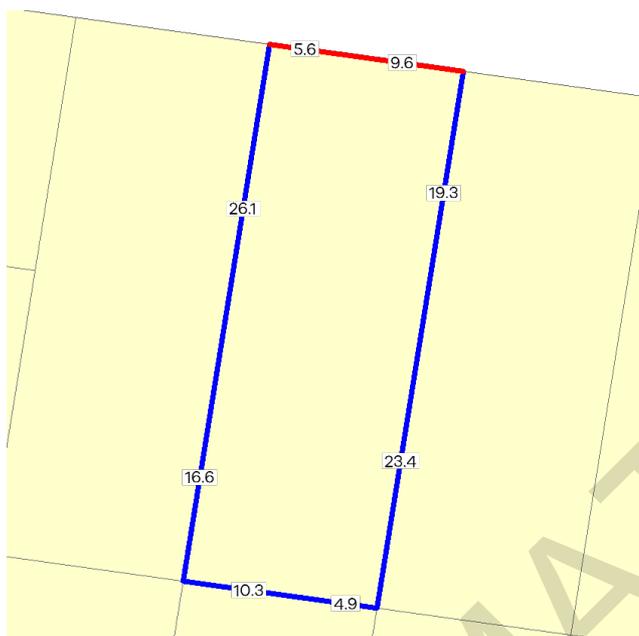
PROPERTY DETAILS

Address: **19 CYPRUS STREET LALOR 3075**
Lot and Plan Number: **Lot 1 TP628588**
Standard Parcel Identifier (SPI): **1\TP628588**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **117903**
Directory Reference: **Melway 9 A6**

www.whittlesea.vic.gov.au

SITE DIMENSIONS

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



Area: 650 sq. m

Perimeter: 116 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: **Yarra Valley Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**
Legislative Assembly: **THOMASTOWN**

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>

Area Map



Selected Property

INFORMATION

From www.planning.vic.gov.au at 15 May 2025 10:02 AM

PROPERTY DETAILS

Address: **19 CYPRUS STREET LALOR 3075**
 Lot and Plan Number: **Lot 1 TP628588**
 Standard Parcel Identifier (SPI): **1\TP628588**
 Local Government Area (Council): **WHITTLESEA**
 Council Property Number: **117903**
 Planning Scheme: **Whittlesea**
 Directory Reference: **Melway 9 A6**

www.whittlesea.vic.gov.au

[Planning Scheme - Whittlesea](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
 Melbourne Water Retailer: **Yarra Valley Water**
 Melbourne Water: **Inside drainage boundary**
 Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**
 Legislative Assembly: **THOMASTOWN**

OTHER

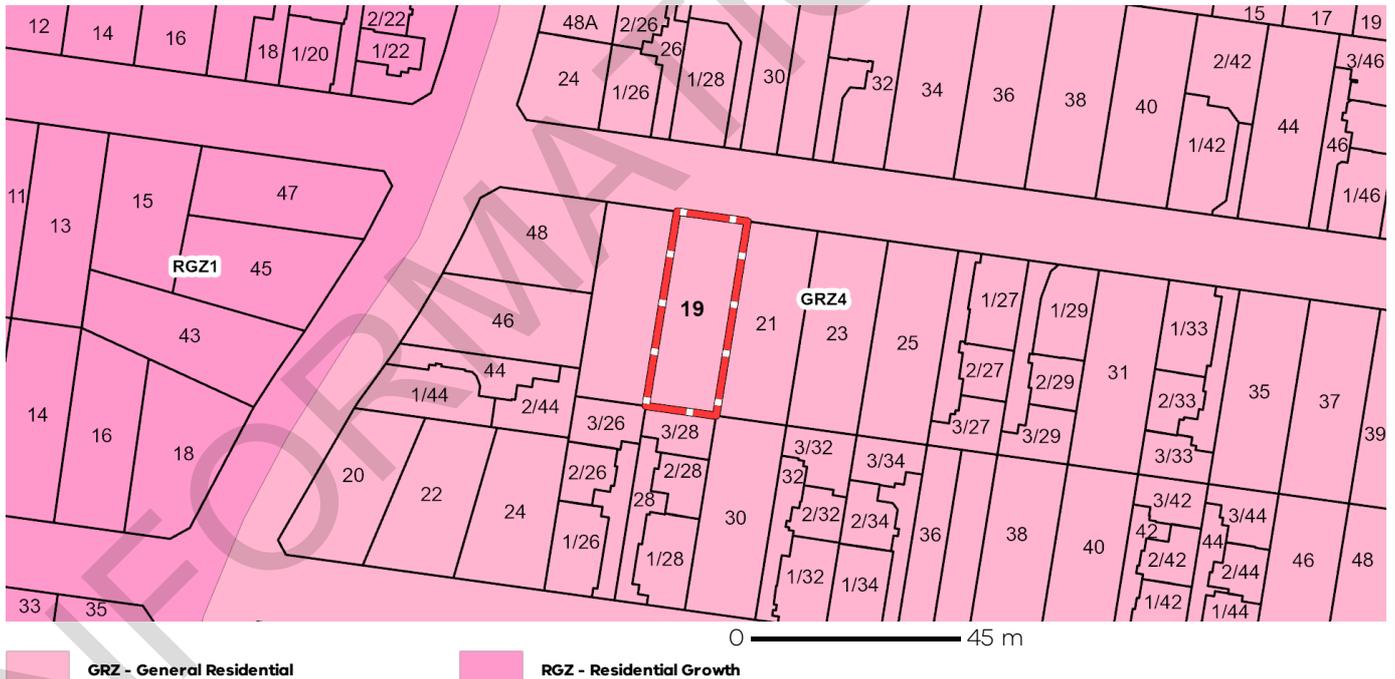
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

[GENERAL RESIDENTIAL ZONE - SCHEDULE 4 \(GRZ4\)](#)



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

Planning Overlay

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 3 \(DCPO3\)](#)



Further Planning Information

Planning scheme data last updated on 15 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 apply to the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

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

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

Designated Bushfire Prone Areas

This property is 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 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 \(environment.vic.gov.au\)](#)

Date of issue
20/05/2025

Assessment No.
117903

Certificate No.
172168

Your reference
26604 GRMUSA

Home Conveyancing Reservoir Pty Ltd
PO Box 458
RESERVOIR VIC 3073

Land information certificate for the rating year ending 30 June 2025

Property location: 19 Cyprus Street LALOR 3075

Description: LOT: 1 TP: 628588W

AVPCC: 110 Detached Dwelling

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2024	1 July 2024	\$625,000	\$500,000	\$31,250

The Net Annual Value is used for rating purposes. The Capital Improved Value is used for fire levy purposes.

1. Rates, charges and other monies:

Rates and charges were declared with effect from 1 July 2024 and are payable by quarterly instalments due 30 Sep. (1st), 30 Nov. (2nd), 28 Feb. (3rd) and 31 May (4th) or in a lump sum by 15 Feb.

Rates & charges

General rate levied on 01/07/2024	\$1,463.62
Food/Green waste bin charge levied on 01/07/2024	\$105.15
Fire services charge (Res) levied on 01/07/2024	\$132.00
Fire services levy (Res) levied on 01/07/2024	\$54.38
Waste Service Charge (Res/Rural) levied on 01/07/2024	\$205.70
Waste Landfill Levy Res/Rural levied on 01/07/2024	\$14.20
Arrears to 30/06/2024	\$464.00
Interest to 18/03/2025	\$17.54
Other adjustments	\$0.00
Less Concessions	\$0.00
Sustainable land management rebate	\$0.00
Payments	-\$1,958.59
Balance of rates & charges due:	\$498.00

Property debts

Other debtor amounts

Special rates & charges

nil

Total rates, charges and other monies due **\$498.00**

Verbal updates may be obtained within 3 months of the date of issue by calling (03) 9217 2170.

Council Offices

25 Ferres Boulevard, South Morang VIC 3752

Mail to: Locked Bag 1, Bundoora MDC VIC 3083

Phone: 9217 2170

National Relay Service: 133 677 (ask for 9217 2170)

Email: info@whittlesea.vic.gov.au

Free telephone interpreter service

   **131 450**

2. Outstanding or potential liability / sub-divisional requirement:

There is no potential liability for rates under the Cultural and Recreational Lands Act 1963.

There is no outstanding amount required to be paid for recreational purposes or any transfer of land required to Council for recreational purposes under section 18 of the Subdivision Act 1988.

3. Notices and orders:

The following notices and orders on the land have continuing application under the *Local Government Act 2020*, *Local Government Act 1989* or under a local law of the Council:

No Orders applicable.

4. Specified flood level:

There is no specified flood level within the meaning of Regulation 802(2) of the Building Regulations 2006.

5. Special notes:

The purchaser must pay all rates and charges outstanding, immediately upon settlement. Payments shown on this certificate are subject to clearance by the bank.

Interest penalty on late payments

Overdue amounts will be charged penalty interest as fixed under the *Penalty Interest Rates Act 1983*. It will be applied after the due date of an instalment. For lump sum payers intending to pay by 15 February, interest penalty will be applied after the due date of the lump sum, but calculated on each of the instalment amounts that are overdue from the day after their due dates. In all cases interest penalty will continue to accrue until all amounts are paid in full.

6. Other information:



Authorising Officer

This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the *Local Government Act 2020*, the *Local Government Act 1989*, the *Local Government Act 1958* or under a local law of the Council.

This certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from Council or the relevant authority. A fee may be charged for such information.

Payment can be made using these options.



www.whittlesea.vic.gov.au
Ref 117903



Phone 1300 301 185
Ref 117903



Billers Code 5157
Ref 117903



PLANNING PERMIT

WHITTLESEA PLANNING SCHEME

ADDRESS OF THE LAND:

19 CYPRUS STREET LALOR VIC 3075
LOT: 1 TP: 628588W

THE PERMIT ALLOWS:

CONSTRUCTION OF THREE DWELLINGS ON A LOT IN ACCORDANCE WITH THE ENDORSED PLAN

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

Payments Required

1. Prior to the endorsement of plans, the permit holder must pay to Council a contribution for drainage pursuant to Clause 45.06 of the Whittlesea Planning Scheme. The drainage contribution will be subject to the Consumer Price Index (CPI) applicable at the time of payment.

Plans Required

2. Before the development and/or use hereby permitted starts, three copies of amended plans to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plans will be endorsed and will then form part of this permit. The plans must be generally in accordance with the plans dated 10 August 2022 and prepared by Wardle Design but modified to show:
 - a. *Removal of one bedroom from dwelling 3 to allow for a minimum 7.4 metre upper floor setback from the rear (southern) boundary.*
 - b. *Landscaping as required by Condition 3 of this permit*
 - c. *Recommendations of the ESD Report.*

Date Issued: 08 September 2022

PLN-38849

**Signature for the
Responsible Authority:**

 *Lachlan Yuill*

3. Concurrent with the endorsement of plans under Condition 2 and before the development and/or use hereby permitted commences, three copies of a landscape plan prepared by a suitably qualified (or experienced) landscape designer to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plan will be endorsed and will then form part of this permit. The landscaping plan must be generally in accordance with the landscape concept plan dated 14 July 2022 prepared by Justin Hutchison Pty Ltd. The plan must show:
 - a. Consistency with plans as required by Condition 2 of this permit.
4. Concurrent with the endorsement of plans under Condition 2 and before the development hereby permitted commences, a Sustainable Design Assessment to the satisfaction of the Responsible Authority must be submitted to, and approved by, the Responsible Authority. When approved, the plans will be endorsed and will then form part of this Permit. The amended plans and Sustainable Design Assessment must be generally in accordance with the submitted Sustainable Design Assessment dated 27 July 2021 prepared by Frater, but modified to show the following:
 - a. Annotate the following commitments:
 - i. Provide light or medium coloured roof and driveway to reduce Urban Heat Island Impact. Roof selected must have a Solar reflectance of more than 0.15.
 - ii. 80% of construction and demolition waste must be recycled.
 - iii. Use low VOC paints for the internal walls is recommended.
 - iv. All timber used in the development should be Forest Stewardship Council (FSC) or Program for the Endorsement of Forest Certification (PEFC) certified or recycled / reused.
5. Prior to the commencement of works, including demolition and excavation, a Construction Management Plan must be submitted to and endorsed by the Responsible Authority and be in accordance with the Responsible Authority's Construction Management Plan template and include a detailed Site Management Plan. No works are permitted to occur until the Plan has been endorsed by the Responsible Authority. Once endorsed, the Construction Management Plan will form part of the permit and must be implemented to the satisfaction of the Responsible Authority.

For further information, including submission, please contact Council's Infrastructure Protection unit on 9217 2170 or info@whittlesea.vic.gov.au.

Date Issued: 08 September 2022

PLN-38849

**Signature for the
Responsible Authority:**

A handwritten signature in black ink that reads "Lachlan Yuill". To the left of the signature is a red circular stamp containing a white letter "C".

Layout Not Altered

6. The development allowed by this permit and shown on the plans and/or schedules endorsed to accompany this permit shall not be amended for any reason without the consent of the Responsible Authority.
7. Once the development has started it must be continued and completed to the satisfaction of the Responsible Authority.

Landscaping and Stormwater Management

8. Prior to the occupation of the dwellings hereby approved, landscaping and stormwater management works shown on the endorsed plan must be completed and then maintained to the satisfaction of the Responsible Authority.

Actions Before Use Commences

9. Prior to the occupation of any building approved under this permit, a compliance inspection and report from the author of the Sustainable Design Assessment (SDA), approved pursuant to this permit, or similarly qualified person or company, must be submitted to the Responsible Authority.

The compliance report must be to the satisfaction of the Responsible Authority and must confirm that all measures specified in the SDA have been implemented in accordance with the approved documentation.

10. Prior to the relocation and construction of vehicle crossovers a consulting arborist must be employed to supervise works which may impact upon trees marked for retention on the approved plan.
11. Before the development hereby permitted starts (including any demolition, excavations, tree removal, delivery of building/construction materials and/or temporary buildings), the tree protection fencing for the existing street tree must be erected to the satisfaction of the Responsible Authority in accordance with the approved tree protection zone(s). The fencing must be erected to current Whittlesea City Council's current standards.
12. The tree protection zone fencing must not be removed or relocated at any time during construction without the prior written consent of the Responsible Authority.
13. Prior to the occupation of the dwellings hereby approved, the car parking areas and access ways must be drained, fully sealed and constructed with asphalt, interlocking paving bricks, coloured concrete or other similar materials to the satisfaction of the Responsible Authority.

Date Issued: 08 September 2022

PLN-38849

**Signature for the
Responsible Authority:**

 *Lachlan Yuill*

14. Before the occupation of the development hereby permitted, the area(s) set aside for the parking of vehicles and access lanes as shown on the endorsed plans must be:
- Constructed.
 - Properly formed to such levels that they can be used in accordance with the plans.
 - Surfaced with an all-weather sealcoat or treated to the satisfaction of the Responsible Authority to prevent dust and gravel being emitted from the site.
 - Drained and maintained.

to the satisfaction of the Responsible Authority. Car spaces, access lanes and driveways must be kept available for these purposes at all times, to the satisfaction of the Responsible Authority.

15. In areas set aside for car parking, measures must be taken to the satisfaction of the Responsible Authority to prevent damage to fences or landscaped areas.
16. Vehicular access to the site must be in the form of a vehicle crossing constructed in accordance with Council's Vehicle Crossing Specifications (EDCM 501) to suit the proposed driveway(s) and the vehicles that will be using the crossing(s). The location, design, and construction of the vehicle crossing(s) must be approved by the Responsible Authority. Any existing unused or redundant crossing(s) must be removed and replaced with concrete kerb, channel and nature strip to the satisfaction of the Responsible Authority. All vehicle crossing works are to be carried out with Council Road Opening Permit an 'Infrastructure Protection Permit.'
17. All disused or redundant vehicle crossings must be removed, and the area reinstated (including any footpath, kerb or channel), to the satisfaction of the Responsible Authority.
18. Before the use and / or development hereby permitted starts, reticulated (water, sewerage, gas and electricity) services must be constructed and available to the satisfaction of the Responsible Authority.
19. The permit holder shall be responsible to meet all costs associated with reinstatement and/or alterations to Council or other Public Authority assets deemed necessary by such Authorities as a result of the development. The permit holder shall be responsible for obtaining prior specific written approval for any works involving the alteration of Council or other Public Authority assets.
20. Prior to occupation of any dwelling on the subject site, a letter box and house number to the satisfaction of the Responsible Authority shall be provided for each dwelling.
21. At all times during the construction phase of the development, the permit holder shall take measures to ensure that pedestrians are able to use with safety any footpath along the boundaries of the site.

Date Issued: 08 September 2022

PLN-38849

**Signature for the
Responsible Authority:**

A handwritten signature in black ink that reads "Lachlan Yuill". To the left of the signature is a red circular stamp containing a white letter "C".

22. Upon completion of all buildings and works authorised by this permit the permit holder must notify the Responsible Authority of the satisfactory completion of the development and compliance with all relevant conditions.

Drainage Management

23. Before starting any buildings or works, engineering plans showing a properly prepared design (with computations) for the internal drainage and method of disposal of stormwater from all roofed and sealed areas, including the use of an on-site detention system (if required), must be submitted to Council for approval. These internal drainage works must be completed to Council's satisfaction prior to using or occupying any building on the site.
24. Before the use and / or development hereby permitted starts, the permit holder is required to construct at no cost to Council, drainage works between the subject site and the Council nominated point of discharge. Such drainage works must be designed by a qualified engineer and submitted to and approved by Council. Computations will also be required to demonstrate that the drainage system will not be overloaded by the new development. Construction of the drainage system must be carried out in accordance with Council specifications and under Council supervision.
25. Prior to the occupation of the dwellings hereby approved, reticulated (water, sewerage, gas and electricity) services must be constructed and available to the satisfaction of the Responsible Authority.
26. Discharge of stormwater from the land is required by means of an underground pipe drainage system designed to the satisfaction of the Responsible Authority and discharging to the legal point of discharge in a street or an underground pipe drain to the requirements of the Responsible Authority. In this regard no water must be discharged from any pipe or paved area onto the surface of any adjacent land.

Stormwater flows in excess of the approved capacity of the pipe drainage system must not be trapped by any construction but must be permitted to flow over the finished surface of the site to the street or drainage easement.

General Amenity – Construction works

27. Any litter generated by building activities on the site shall be collected and stored in an appropriate enclosure which complies with Council's Code of Practice for building/development sites. The enclosures shall be regularly emptied and maintained such that no litter overflows onto adjoining land. Prior to occupation and/or use of the building, all litter shall be completely removed from the site.

Date Issued: 08 September 2022

PLN-38849

**Signature for the
Responsible Authority:**

A handwritten signature in black ink that reads "Lachlan Yuill". To the left of the signature is a red circular stamp containing a white letter "C".

28. During the construction phase, vehicles leaving the site must not deposit mud or other materials on roadways. Any mud or other materials deposited on roadways as a result of construction works on the site must be cleaned to the satisfaction of the Responsible Authority within two hours of it being deposited.

Permit Expiry

29. In accordance with the Planning and Environment Act 1987 a permit for the development expires:
- (a) the approved development does not start within 2 years of the date of this permit;
or
 - (b) the approved development is not completed within 4 years of the date of this permit.

The responsible authority may extend the periods referred to above if a request is made in writing. This request must be made before or within 6 months after the permit expiry date where the development has not yet started and within 12 months after the permit expiry date where the development allowed by the permit has lawfully started before the permit expires.

Notes:

Advanced Trees

An advanced tree under this permit shall generally constitute the following:

- Evergreen – minimum container size 45 litre spring ring, calliper at ground level 50mm.
- Deciduous – minimum calliper at ground level 65mm, minimum height 2 metres.

Easements

Any building or works to occur within an easement must be carried out to the satisfaction of the Responsible Authority. In addition, the following will apply:

- Access to any drainage pit in the easement is to be maintained.
- The Responsible Authority reserves the right to excavate, lay, repair or replace pipes within the easement.
- The Responsible Authority is not liable for any damage from such works and that reinstatement shall be the owner's responsibility and at the owner's expense.
- Prior to a building approval being issued, any drain(s) existing in the easement are required to be shown on the plans, with a detailed sketch indicating any pier and beam footings required to span these public assets.
- Building approval must be obtained prior to the commencement of the works.
- Construction (engineering) Plans with details of additional pit(s), must be submitted to and approved by the Responsible Authority.

Date Issued: 08 September 2022

PLN-38849

**Signature for the
Responsible Authority:**

A handwritten signature in black ink that reads "Lachlan Yuill". To the left of the signature is a red circular stamp containing a white letter "C".

IMPORTANT INFORMATION ABOUT THIS NOTICE

WHAT HAS BEEN DECIDED?

- * The Responsible Authority has issued a permit.

CAN THE RESPONSIBLE AUTHORITY AMEND THIS PERMIT?

- * The responsible authority may amend this permit under Division 1A of Part 4 of the Planning and Environment Act 1987.

WHEN DOES A PERMIT BEGIN?

A permit operates:

- * from the date specified in the permit, or
- * if no date is specified, from
 - (i) the date of the decision of the Victorian Civil and Administrative Tribunal, if the permit was issued at the direction of the Tribunal, or
 - (ii) the date on which it was issued, in any other case.

WHEN DOES A PERMIT EXPIRE?

1. A permit for the development of the land expires if –
 - * the development or any stage of it does not start within the time specified in the permit, or
 - * the development requires the certification of a Plan of Subdivision or consolidation under the *Subdivision Act 1988* and the plan is not certified within two years of the issue of the permit, unless the permit contains a different provision, or
 - * the development or any stage is not completed within the time specified in the permit or, if no time is specified, within two years after the issue of the permit or in the case of a subdivision or consolidation within five years of the certification of the Plan of Subdivision or consolidation under the *Subdivision Act 1988*.
2. A permit for the use of the land expires if –
 - * the use does not start within the time specified in the permit or, if no time is specified, within two years after the issue of the permit, or
 - * the use is discontinued for a period of two years.
3. A permit for the development and use of the land expires if –
 - * the development or any stage of it does not start within the time specified in the permit, or
 - * the development or any stage of it is not completed within the time specified in the permit or, if no time is specified, within two years after the issue of the permit, or
 - * the use does not start within the time specified in the permit, or if no time is specified, within two years after the completion of the development, or
 - * the use is discontinued for a period of two years.
4. If a permit for the use of the land or the development and use of the land or relating to any of the circumstances mentioned in Section 6A(2) of the *Planning and Environment Act 1987*, or to any combination of use, development or any of those circumstances requires the certification of a Plan of Subdivision under the *Subdivision Act 1988*, unless the permit contains a different provision –
 - * the use or development of any stage is to be taken to have started when the plan is certified; and
 - * the permit expires if the plan is not certified within two years of the issue of the permit.
5. The expiry of a permit does not affect the validity of anything done under that permit before the expiry.

WHAT ABOUT APPEALS?

- * The person who applied for the permit may appeal against any condition in the permit unless it was granted at the direction of the Victorian Civil and Administrative Tribunal where, in which case no right of appeal exists.
- * An appeal must be lodged within 60 days after the permit was issued, unless a Notice of Decision to grant a permit has been issued previously, in which case the appeal must be lodged within 60 days after the giving of that notice.
- * An appeal is lodged with the Victorian Civil and Administrative Tribunal.
- * An appeal must be made on a Notice of Appeal form, which can be obtained from the Victorian Civil and Administrative Tribunal, and must be accompanied by the prescribed fee.
- * An appeal must state the grounds upon which it is based.
- * An appeal must also be served on the Responsible Authority.
- * Details about appeals and the fees payable can be obtained from the Victorian Civil and Administrative Tribunal.
- * The address of the Victorian Civil and Administrative Tribunal is 55 King Street, Melbourne 3000. The telephone number is (03) 9628 9777.

FORM 2

Building Act 1993
Building Regulations 2018 - Regulation 37(1)
Building Permit No. CBS-U 66127/6554784374061

Issue to

Agent of Owner: **Miroslav & Suzana Grmusa**
Postal Address: **30A Cyprus Street, LALOR VIC**
Email: contactmtmdevelopments@gmail.com

Address for serving or giving of documents:

30A Cyprus Street, LALOR VIC
Contact Person: **Miroslav & Suzana Grmusa**

Postcode: **3075**
Telephone: **0403 125 342**

Postcode: **3075**
Telephone: **0403 125 342**

Ownership Details

Owner: **Miroslav & Suzana Grmusa**
Postal Address: **30A Cyprus Street, LALOR VIC**
Email: contactmtmdevelopments@gmail.com
Contact Person: **Miroslav & Suzana Grmusa**

Postcode: **3075**

Telephone: **0403 125 342**

Property Details

Number: **19** Street/Road: **Cyprus Street** Suburb: **Lalor** Postcode: **3075**
Lot/s: **1** LP/PS: **TP628588W** Volume: **10343** Folio: **282**
CA: **n/a** Section No: **n/a** Parish: **Keelbundora** County: **n/a**
Municipal District: **Whittlesea City Council**

Builder

Name: **MTM Developments Pty Ltd**
Telephone: **0403 125 342**
Registration no.: **CDB-U 58289** **Domestic Builder - Unlimited**
Postal Address: **30A Cyprus Street, LALOR VIC**
Postcode: **3075**

This builder is specified under section 24B [4a] of the Building Act 1993 for the building work to be carried out under this permit.

Building practitioner or architect engaged to prepare documents for this permit

Name	Category/class	Registration Number
Benjamin Wardle	Building Design - Architect	DP-AD 74986
Dragan Kocev	Engineer - Civil	PE0000444
Richard Pan	Engineer - Fire	PE0001121

Details of Domestic Building Work Insurance

Name of Builder: **MTM Developments Pty Ltd**
Name of Issuer or Provider: **Bovill Risk & Insurance Consultants Pty Ltd**
Policy Number: **C878821, C878822 & C878823**
Policy cover: **\$900,000.00**

Details of Relevant Planning Permit

Planning Permit No: **PLN-38849** Date of grant of Planning Permit: **08 September 2022**

Nature of Building Work

Construction of 2 New Double Storey & 1 New Single Storey Dwellings & Associated Garages
Storeys contains: **2**
Version of BCA applicable to permit: **BCA Vol.2 2022**
Stage of Building Work Permitted: **Entire - Dwellings, Garages & Deck**
Cost of Building Work: **\$750,000.00**
Total floor area of new building work m²: **398**

BCA ClassificationPart of Building: **Dwelling**Class: **1a(a)**Part of Building: **Associated Garage**Class: **10a****Performance Solution**

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building to which this permit applies:

Relevant performance requirement	Details of performance solution
P2.3.1	To permit canopy of D2 located less than 900mm from the canopy on first level of D3, in lieu of 1.8m or 900mm from the adjoining dwelling.
P2.3.1	To provide technical justification for first floor external walls of Unit 3 located within 1.8m of Unit 2 (but more than 900mm from the future line of subdivision) to not be fire rated.
P2.3.1	To provide technical justification for the U4 porch to be located within 1.8m of another building on the same allotment (and less than 900mm from the future subdivision boundary) and not provided with a fire rated external wall.

Prescribed Reporting Authorities

The following bodies are Prescribed Reporting Authorities for the purpose of the application for this permit in relation to the matters set out below:

Matter Reported On	Regulation	Reporting Authority
Legal Point of Discharge	Regulation 133 (2)	Whittlesea City Council

Protection Work

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

Inspection Requirements

The mandatory inspection notification stages are:

1. Bored Piers Inspection
2. Pre-Slab Inspection
3. Slab-Steel Inspection
4. Frame Inspection
5. Decking: Stump Holes Inspection
6. Decking: Sub-Floor Frame Inspection
7. Final Inspection
8. Decking: Final Inspection

Occupation or User of Building: An occupancy permit is required prior to the occupation or use of this building.

If an occupancy permit is required, the permit is required for the building in relation to which the building work is carried out.

Commencement and Completion

This building work must commence by 17 May 2025

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

This building work must be completed by 17 May 2026

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

Conditions and required Certificates

This building permit is issued subject to compliance with all the conditions as listed in attached Annexures (Appendix)

Relevant Building Surveyor

Name:
Address:
Email:
Building practitioner registration no.:
Municipal district:

Opes Permits Pty Ltd
PO BOX 2042, Oak Park VIC 3046
admin@opesbs.com.au
CBS-U 66127
Whittlesea City Council

Designated Building Surveyor

Name:
Permit no.:
Building practitioner registration no.:
Date of issue of permit:
Signature:

Oktay Ozelik
CBS-U 66127/6554784374061
BS-L 72286
17 May 2024



FORM 16
Regulation 192
Building Act 1993
Building Regulations 2018

Occupancy Permit
Project Number: 20230939

OCCUPANCY PERMIT

For Building Permit No. CBS-U 66127/6554784374061

Property Details

Address:	19 Cyprus Street, Lalor Vic 3075		
Lot:	1	LP/PS:	TP628588W
CA:	n/a	Volume:	10343
Municipality:	Whittlesea City Council	Parish:	Keelbundora
		Section:	n/a
		Folio:	282
		County:	n/a

Building permit details

Building permit number:	CBS-U 66127/6554784374061
Version of BCA applicable to building permit:	BCA Vol.2 2022

Building Details

Part of building to which permit applies:	Multiple - Dwellings, Associated Garages & Decks (Units 1, 2 & 3)
Permitted Use:	Residential
BCA Class of building:	1a(a), 10a
Maximum Permissible Floor Live Load:	Dwelling Floor 1.5 kPa, Roof 0.25 kPa & Stairs 2.0 kPa Garage Floor 2.5 kPa & Roof 0.25 kPa
Stores contained	2

Performance Solutions

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building to which this permit applies:

Relevant performance requirement	Details of performance solution
H3P1, 9.2.1	To permit canopy of D2 located less than 900mm from the canopy on first level of D3, in lieu of 1.8m or 900mm from the adjoining dwelling.
H3P1,9.2.3	To permit the canopy on the first level of D3 located above the roof of D2.
H3P1,9.2.9	To permit the decking of D2 extending to the future boundary.

Reporting Authority

The following bodies are reporting authorities for the purposes of the application for this permit in relation to the matters set out below:

Matter Reported On	Regulation	Reporting Authority
Legal Point of Discharge	Regulation 133 (2)	Whittlesea City Council

Suitability of Occupation

The building to which this permit applies is suitable for occupation.

Date of Approved Inspection:

Bored Piers Inspection	19/07/2024
Pre-Slab Inspection	07/08/2024
Slab-Steel Inspection	13/08/2024
Frame Inspection	11/10/2024
Decking: Stump Holes Inspection	18/02/2025
Decking: Sub Floor Frame Inspection	04/03/2025
Final Inspection - Dwellings, Associated Garages & Decks	10/06/2025

Relevant Building Surveyor:

Name: **Oktay Ozelik**
Address: **PO BOX 2042, Oak Park VIC 3046**
Email: **admin@opesbs.com.au**
Building practitioner registration no.: **BS-L 72286**
Municipal district name: **Whittlesea City Council**
Certificate no. **CBS-U 66127/6554784374061 - Occupancy Permit**
Date of issue: **11 June 2025**
Date of final inspection **10 June 2025**
Signature:



INFORMATION ONLY

Domestic Building Insurance

Certificate of Insurance

MIROSLAV GRMUSA, Suzana Grmusa
**30a Cyprus St
LALOR
VIC 3075**

Policy Number:

C878822

Policy Inception Date:

09/05/2024

Builder Account Number:

105616

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

Policy Schedule Details

Domestic Building Work: **C03: New Multi-Dwelling Construction**

At the property: **Unit 2 19 Cyprus St LALOR VIC 3075 Australia**

Carried out by the builder: **MTM DEVELOPMENTS PTY LTD**

Builder ACN: **625173935**

! If the builder's name and/or its ABN/ACN listed above does not exactly match with the information on the domestic building contract, please contact the VMIA. If these details are incorrect, the domestic building work will not be covered.

For the building owner(s): **MIROSLAV GRMUSA, Suzana Grmusa**

Pursuant to a domestic building contract dated: **06/03/2024**

For the contract price of: **\$ 205,000.00**

Type of Cover: **Cover is only provided if MTM DEVELOPMENTS PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order ***

The maximum policy limit for claims made under this policy is: **\$300,000 all inclusive of costs and expenses ***

The maximum policy limit for non-completion claims made under this policy is: **20% of the contract price limited to the maximum policy limit for all claims under the policy***

PLEASE CHECK

If the information on this certificate does not match what's on your domestic building contract, please contact the VMIA immediately on 1300 363 424 or email dbi@vmia.vic.gov.au

IMPORTANT

This certificate must be read in conjunction with the policy terms and conditions and kept in a safe place. These documents are very important and must be retained by you and any successive owners of the property for the duration of the period of cover.

* The cover and policy limits described in this certificate are only a summary of the cover and limits and must be read in conjunction with, and are subject to the terms, conditions, limitations and exclusions contained in the policy terms and conditions.



Scan the QR code with your phone's camera to check the details on this policy are correct.

Alternatively, visit <https://www.buildvic.vic.gov.au/ClaimsPortal/s/verify-certificate> and enter your policy number to check the details on this policy are correct.

Period of Cover

Cover commences on the earlier of the date of the domestic building contract or date of building permit for the domestic building work and concludes:

- Two years from completion of the domestic building work or termination of the domestic building contract for non structural defects*
- Six years from completion of the domestic building work or termination of the domestic building contract for structural defects*

Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the Builder.

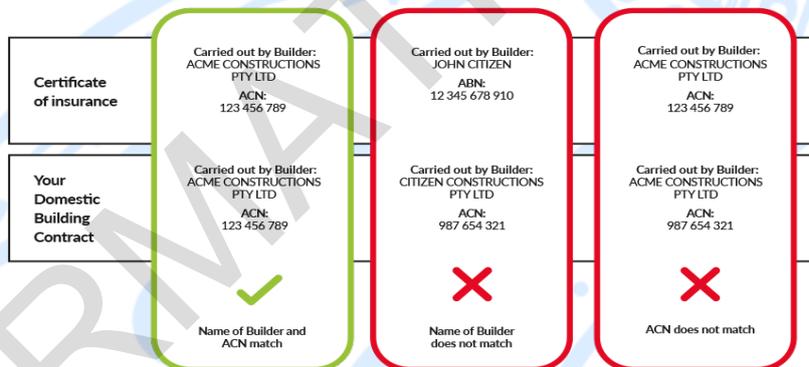
Issued by Victorian Managed Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$2,833.00
GST:	\$283.30
Stamp Duty:	\$311.63
Total:	\$3,427.93

If the information on the certificate does not match exactly what is on your domestic building contract, please contact VMIA on 1300 363 424

Below are some examples of what to look for



Domestic Building Insurance

Certificate of Insurance

MIROSLAV GRMUSA, Suzana Grmusa
**30a Cyprus St
LALOR
VIC 3075**

Policy Number:

C878823

Policy Inception Date:

09/05/2024

Builder Account Number:

105616

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

Policy Schedule Details

Domestic Building Work: **C03: New Multi-Dwelling Construction**

At the property: **Unit 3 19 Cyprus St LALOR VIC 3075 Australia**

Carried out by the builder: **MTM DEVELOPMENTS PTY LTD**

Builder ACN: **625173935**

! If the builder's name and/or its ABN/ACN listed above does not exactly match with the information on the domestic building contract, please contact the VMIA. If these details are incorrect, the domestic building work will not be covered.

For the building owner(s): **MIROSLAV GRMUSA, Suzana Grmusa**

Pursuant to a domestic building contract dated: **06/03/2024**

For the contract price of: **\$ 260,000.00**

Type of Cover: **Cover is only provided if MTM DEVELOPMENTS PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order ***

The maximum policy limit for claims made under this policy is: **\$300,000 all inclusive of costs and expenses ***

The maximum policy limit for non-completion claims made under this policy is: **20% of the contract price limited to the maximum policy limit for all claims under the policy***

PLEASE CHECK

If the information on this certificate does not match what's on your domestic building contract, please contact the VMIA immediately on 1300 363 424 or email dbi@vmia.vic.gov.au

IMPORTANT

This certificate must be read in conjunction with the policy terms and conditions and kept in a safe place. These documents are very important and must be retained by you and any successive owners of the property for the duration of the period of cover.

* The cover and policy limits described in this certificate are only a summary of the cover and limits and must be read in conjunction with, and are subject to the terms, conditions, limitations and exclusions contained in the policy terms and conditions.



Scan the QR code with your phone's camera to check the details on this policy are correct.

Alternatively, visit <https://www.buildvic.vic.gov.au/ClaimsPortal/s/verify-certificate> and enter your policy number to check the details on this policy are correct.

Period of Cover

Cover commences on the earlier of the date of the domestic building contract or date of building permit for the domestic building work and concludes:

- Two years from completion of the domestic building work or termination of the domestic building contract for non structural defects*
- Six years from completion of the domestic building work or termination of the domestic building contract for structural defects*

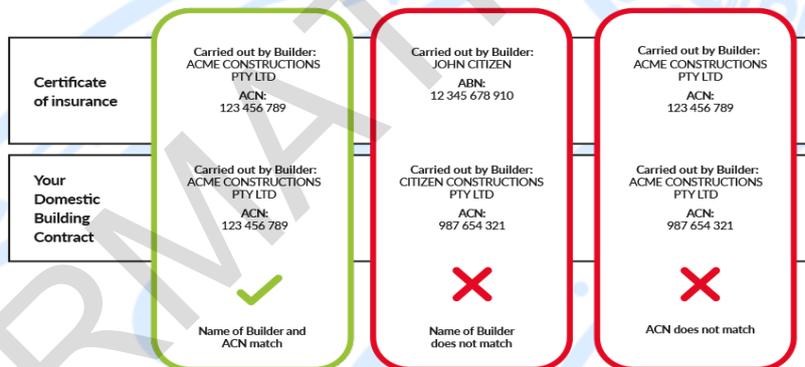
Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the Builder.

Issued by Victorian Managed Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$3,259.00
GST:	\$325.90
Stamp Duty:	\$358.49
Total:	\$3,943.39

If the information on the certificate does not match exactly what is on your domestic building contract, please contact VMIA on 1300 363 424
Below are some examples of what to look for



20th May 2025

Home Conveyancing Reservoir
HOME CONVEYANCING RESERVOIR

Dear Home Conveyancing Reservoir,

RE: Application for Water Information Statement

Property Address:	19 CYPRUS STREET LALOR 3075
Applicant	Home Conveyancing Reservoir HOME CONVEYANCING RESERVOIR
Information Statement	30941833
Conveyancing Account Number	4859580000
Your Reference	26604 GRMUSA

Thank you for your recent application for a Water Information Statement (WIS). We are pleased to provide you the WIS for the above property address. This statement includes:

- Yarra Valley Water Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Conditions of Connection and Consent
- Rates Certificate
- Build Over Easement

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address propertyflow@yvw.com.au. For further information you can also refer to the Yarra Valley Water website at www.yvw.com.au.

Yours sincerely,

Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	19 CYPRUS STREET LALOR 3075
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

YVW has imposed conditions on the erection of structures on or near the water and/or sewer assets and/or easement. This consent binds the owner(s) of the land and successors in title and is enforceable under Section 148 of the Water Act 1989.

This Property is a part of a development that is serviced by private water and/or sewer infrastructure. This infrastructure (or pipeline) is known as a private extension and may extend some distance in length from your property before connecting to Yarra Valley Water infrastructure. Any maintenance or supply issues associated with the private extension are the responsibility of the property owners. Yarra Valley Water is responsible for maintaining the water service from the water main up to and including the development main meter or manifold, and the sewer service from the sewer main up to the sewer branch including the inspection opening.

Where the property is serviced through a private fire service the property owner is fully responsible for the maintenance of this service including the isolating valve connected to our water main.

Yarra Valley Water does not guarantee the continuity of service or supply, water quality or water pressure within the private extension.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

Melbourne Water Property Information Statement

Property Address	19 CYPRUS STREET LALOR 3075
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STATEMENT UNDER SECTION 158 WATER ACT 1989

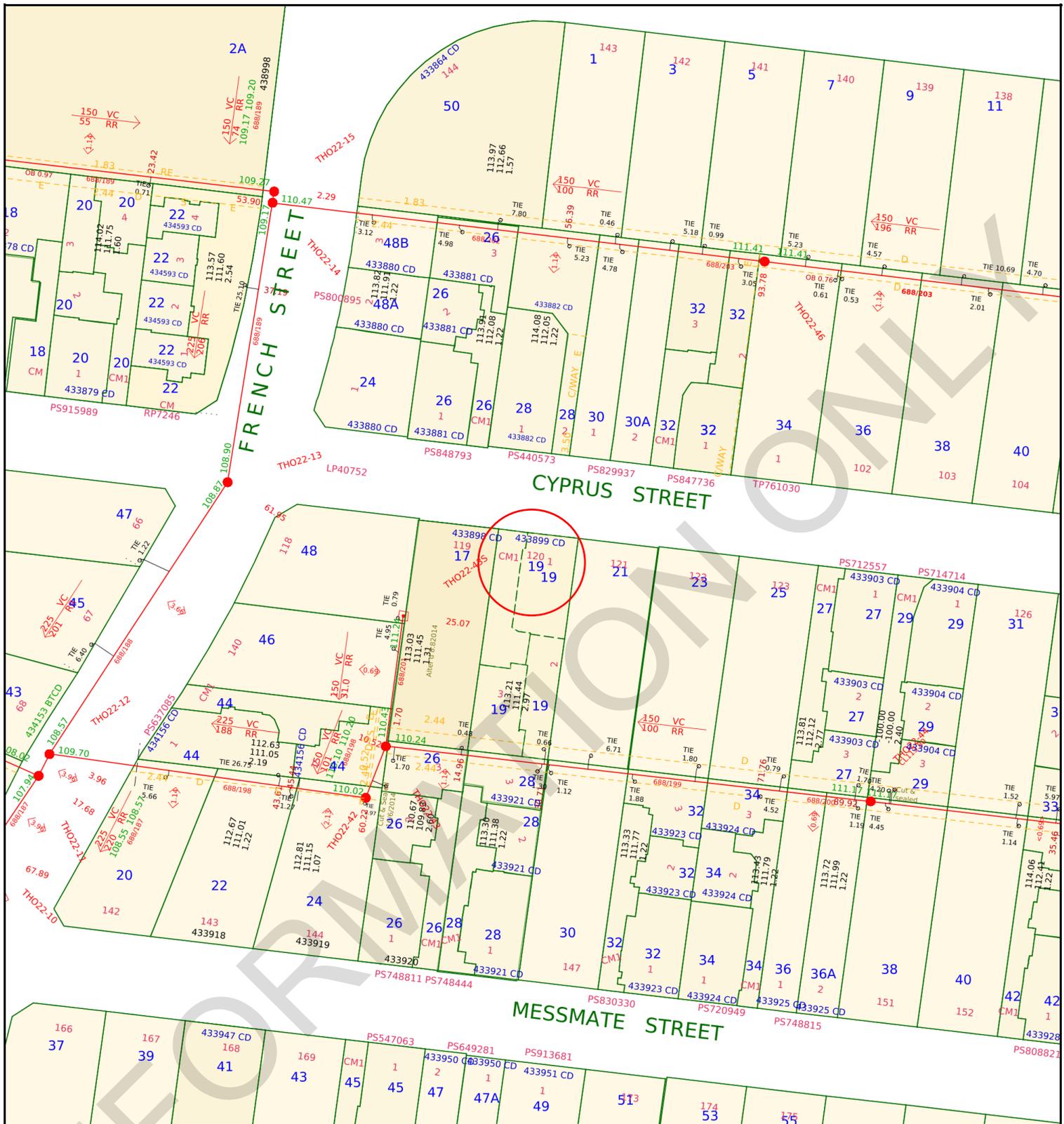
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

If you have any questions regarding Melbourne Water encumbrances or advisory information, please contact Melbourne Water on 9679 7517.



**Yarra Valley Water
Information Statement
Number: 30941833**

Address	19 CYPRUS STREET LALOR 3075
Date	20/05/2025
Scale	1:1000



Existing Title		Access Point Number		GLV2-42	MW Drainage Channel Centreline	
Proposed Title		Sewer Manhole			MW Drainage Underground Centreline	
Easement		Sewer Pipe Flow			MW Drainage Manhole	
Existing Sewer		Sewer Offset		<1.00>	MW Drainage Natural Waterway	
Abandoned Sewer		Sewer Branch				

Disclaimer: This information is supplied on the basis Yarra Valley Water Ltd:
 - Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets;
 - Does not accept any liability for loss or damage of any nature, suffered or incurred by the recipient or any other persons relying on this information;
 - Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly;

24th June 2024

Application ID: 634340

CONDITIONS OF CONNECTION

Approval is subject to payment of all charges and completion of conditions. This approval covers the following services and connections:

Approval Detail

Water

Connection Details

Product	Pipe Material	Pipe Size	Qty	Street where main located
25mm Connection - Drinking Water	POLYETHYLENE (SOLID	125	1	Cyprus Street

Required Services

Product	Qty
25mm Connection - Drinking Water	1
Standard Plugging Small	1
Std 20mm DW Meter & Installation (incl meter w/lock)	3

Sewer

Connection Or Disconnection Details

Sewer Connection Description	PSP Number
Sewer Connection	433899

Multiple Lots

Number of Lots	3
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Specific conditions affecting encumbrances on property:

Private Main
Build Over Easement

INFORMATION ONLY

Conditions of Connection Details

GENERAL

In these conditions the terms,

- (a) 'You' and 'Your' refer to the owner of a property connected (or about to be connected) to Yarra Valley Water assets
- (b) 'We', 'Us' and 'Our' refer to Yarra Valley Water.

Section 145 of the Water Act 1989 details the legislative rights and responsibilities of both the applicant and Yarra Valley Water in relation to connection, alteration or removal and discharging to the works of Yarra Valley Water. These Conditions of Connection set out the terms and conditions to be satisfied for connecting a property to sewer, potable and recycled water.

These conditions are binding on successor-in-title of the person who applied for that consent, under section 145 of the Water Act 1989. If you are not the owner of the property, please provide a copy of this letter to the owner.

The Conditions of Connection must be handed to the Licensed Plumber. Any work which these Conditions of Connection require you to undertake, must be done by a Licensed Plumber, engaged by you, at your cost.

It is the Licensed Plumber's responsibility to ensure that the plumbing and drainage work is completed in accordance with the relevant plumbing regulations and to the satisfaction of the Victorian Building Authority – Plumbing.

Any sewer connection branch and the connecting works must be installed so that they comply, in all respects, with the:

- Plumbing Regulations 1998 (Vic);
 - Water Industry Regulations 2006 (Vic);
 - Building Act 1993 (Vic);
 - Relevant AS/NZS series of standards applicable to sewer connection branch and connecting works from time to time,
- and any other technical requirements which we reasonably specify.

It is the responsibility of the person performing any excavation in a road reserve to obtain a Road Opening Permit from the relevant Authority before any excavation work commences. All traffic management requirements contained in the permit must be complied with.

Driveways and paving are permitted over Yarra Valley Water sewer assets, provided they maintain a minimum vertical cover of 900 millimetres and a maximum thickness of 125 millimetres. In the event that access to sewer assets is required, Yarra Valley Water will perform reinstatement using plain concrete only.

WATER

General water supply(s) are to be installed as referenced in the table of approval details of this

document as required services. The table includes water main and connection details. In a mandated recycled water area recycling connections also apply and are referenced in the same table.

The existing service is to be disconnected and the main plugged. The meter must be returned to Yarra Valley Water. Please make sure the meter is available for our contractor to collect at the time of disconnection. If the meter is not available for collection, the tapping may be cancelled and a rebooking fee will apply. Please note: if the plugging is for a new estate connection that has not been metered yet, there is no requirement to return the meter(s).

Water supply(s) services that are to be removed are listed in the Conditions of Connection. In a mandated recycled water area the recycled water service(s) must also be removed and are referenced in the same table.

All water provided to the property must be metered. This development must be serviced via a manifold as shown on the Yarra Valley Water website (www.yvw.com.au) to ensure the installations meet the required standard. No main meter is required to be installed at this development however individual meters off the manifold must be fitted for each lot at the time of the tapping. If you are installing shared facilities within the development such as a swimming pool or a communal laundry then a separate meter is required off the manifold for the shared facilities. For vacant lot subdivisions serviced via a manifold a garden tap is required to be installed within the boundary of each lot. Tap audits will be carried out to verify each lot has been provided with a water service.

For 20mm and 25mm services and all services where a manifold is to be installed, the service pipe, including a meter assembly with a temporary spacer pipe and any relevant backflow device must be installed by the plumber, prior to the time of the tapping or meter installation. Meters are installed by Yarra Valley Water's meter installation contractor. For 32mm and larger services, the meter will be delivered to you and must be installed on the property prior to the tapping. The service pipe must also be installed prior to the tapping. All manifolds are to be located below ground and must be left exposed for Yarra Valley Water's meter installation contractor to inspect prior to installation of the meters. Failure to comply will result in the tapping being cancelled. A rebooking fee will be applicable when rebooking the tapping.

All tappings, pluggings and metering products can be arranged using easyACCESS. Work must be carried out in accordance with the Water Metering & Servicing Guidelines (see our website). Once all fees have been paid and you are ready to book your plumbing products, please contact Yarra Valley Water's meter installation contractor on 1300 735 328. A phone call is not required if products are New Estate Connections or Combo Drinking Water & Recycled Water. Please allow a minimum of 10 business days' notice when contacting Yarra Valley Water's meter installation contractor.

All meters are supplied by Yarra Valley Water after payment of the relevant fees.

If the tapping and/or plugging is required to be performed outside of business hours, either at your request or as determined by Yarra Valley Water's meter installation contractor, an additional after hours fee will apply.

Meters are not permitted to be installed inside units/dwellings. In all situations where the meter is deemed inaccessible, either by your advice, or as determined by Yarra Valley Water's meter

installation contractor, remote read meters must be fitted at your cost. Remote read meters must be installed in the following circumstances: high rise developments; any water meter which is located where Yarra Valley Water will have to enter a building to read the meter; where access to the meter will be restricted by gates/fences. If you are aware that remote read meters will be required, please inform the easyACCESS staff at the time of booking.

For all tapplings and/or pluggings, it is the responsibility of the person performing the excavation to obtain a Road Opening Permit from the local municipal authority before any excavation work commences. All traffic management requirements contained in the Road Opening permit must be complied with. The excavation must expose the main at the tapping/plugging point and be made safe prior to the tapping / plugging appointment time. If you choose to have Yarra Valley Water's meter installation contractor carry out the excavation, Yarra Valley Water will organize the necessary permit at an additional cost on a per road opening basis.

Failure to comply with any of these requirements will result in the booking being cancelled and a rebooking fee will apply.

Yarra Valley Water's meter installation contractor can be contacted on 1300 735 328

The plumber is required to tag all risers (meters) and the corresponding unit with the relevant unit number in order to allow tap audits to be carried out by Yarra Valley Water's contractor.

Whether you have elected your plumber or Yarra Valley Water to carry out the excavation, please contact Yarra Valley Water's meter installation contractor on 1300 735 328 to schedule a date and time. Prior to our meter installation contractor attending on site to carry out the scheduled work you will be required to clearly mark your preferred location for the service. If the preferred location is not marked, the work will not be undertaken and you will incur a wasted site visit fee. Please note; bookings can take up to three (3) business days to generate after payment is made.

Should you wish to reschedule the booking, Yarra Valley Water's meter installation contractor can be contacted on 1300 735 328. If you cancel or reschedule a booking within 24 hours of the scheduled date / time a wasted site visit fee will apply. If you wish to cancel the booking you will need to contact Yarra Valley Water (if applicable), to seek a refund. A cancellation fee may apply.

METER ASSEMBLIES & POSITIONING

It is the responsibility of the private plumber to ensure that containment, zone and individual backflow prevention is provided.

Water meter assemblies:

- a) Must be within 2 metres of the title boundary that abuts the water main
- b) Must be fitted at right angles to the water main, in line with the tapping
- c) Must be fully supported with minimum ground clearance of 150mm and should not be >300mm from the finished ground level to the base of the assembly
- d) Must not be encased in concrete surrounds
- e) Must be readily accessible for reading, maintenance and replacement. If Yarra Valley Water deem meters to be inaccessible, remote meters may be required at additional cost to the customer
- f) Can be installed in utility rooms or meter cabinets located within a common access area and must

be readily accessible, subject to Yarra Valley Water's approval

If meters need to be moved >600mm a plugging and re-tapping must be booked and the relevant fee paid.

Meters which are in a public space such as a reserve or school must be protected by an appropriate cage to prevent tampering.

Meters are not permitted to be installed in pits unless prior approval has been given by Yarra Valley Water.

Meter assemblies must adhere to the meter installation diagrams available on the Yarra Valley Water website (www.yvw.com.au) to ensure the installations meet the required standard.

REMOVAL OF WATER METERS

Only Yarra Valley Water's meter installation contractor is permitted to remove water meters.

If redevelopment of the site is occurring and the meter is no longer required, a plugging of the service must be arranged and the meter will be collected by our contractor at the time of the plugging.

DAMAGED OR STOLEN METERS

If the builder/plumber damage a meter or meter assembly, it is the responsibility of the builder/plumber to rectify these assets back to the same condition as at time of installation by Yarra Valley Water.

- Failure to do so will result in Yarra Valley Water making the necessary amendments and recovering these costs from the property owner.
- Repeat offences may result in the services being plugged and re-booking fees will apply to have the services reinstated

Stolen meters are to be reported to Yarra Valley Water faults and emergencies:

- Call **13 2762** (24 hrs).
- Replacement of stolen meters can take up to 10 days. If replacement is required more urgently, please advise the operator at the time of the call.
- Until the meter is replaced no connections between the supply and the dwelling are to be reinstated. No straight pieces or alternative connections are allowed to be installed.

Meter assemblies must adhere to Yarra Valley Water's metering technical drawings which can be found at www.yvw.com.au/help-advice/develop-build/plumbers/water-metering-and-servicing

The installation of pumps on any water service to boost pressure or fill storage tanks directly from a

water main is prohibited. Pumps may only be installed on the outlets of storage tanks filled under mains pressure.

SEWER

Where a proposed development is to be constructed boundary to boundary and there is no compliant location for a sewer connection point within the property, Yarra Valley Water (YVW) approves the connection point of the YVW sewer to be located in a road reserve outside the property and raised to surface with an appropriate approved cover. The sewer connection point must meet the required clearances from proposed structures as per the Build Over Easement Guidelines. Approval may be required for private plumbing located in road reserves by Council or VicRoads. Any unused sewer connection points at the site must be cut and sealed by a YVW accredited live sewer contractor.

Properties being developed that are serviced by a combined drain shared with adjoining properties will require sewer works. Yarra Valley Water's development policy does not permit additional lots to connect to an existing combined drain. The developer must provide separate sewer connection points. This may require either the construction of new sewer connections or a sewer extension which will be at the developer's expense.

If this combined drain development requirement is not met a statement of compliance will not be issued to Council.

Ownership boundaries for the sewer connection point can be found at <https://www.yvw.com.au/faults-works/responsibilities/repair-responsibilities>

Following the completion of a new or altered property sewerage drain, a copy of the updated Property Sewerage Plan must be returned within 7 days to Yarra Valley Water easyACCESS@yvw.com.au. Photographs of plans are not acceptable.

The existing sewer branch that is to service the proposed development must meet the requirements stated in WSA 02—2014-3.1 Sewerage Code of Australia, Melbourne Retail Water Agencies Edition - Version 2 - Clause 6.4.

If the existing sewer branch does not comply with these requirements, you will need to undertake additional sewer works which may include a sewer main extension, requiring lodgement of a new application and payment of additional fees.

Note for subdivisional developments where the sewer branch does not comply with these requirements, a statement of compliance will not be issued to Council until corrective action is undertaken and satisfactorily completed.

AMENDMENTS

We may amend these conditions by writing to you. We may do so if we consider that any change, or proposed change, to relevant laws or our regulatory obligations require an amendment to be made. We may also amend these conditions from time to time if we consider that it is necessary to:

- ensure that we are able to continue to comply with any law relating to health, safety or the environment, or our agreement with our bulk supplier of sewage transfer and treatment services: or
- the health or safety of anyone; or
- any part of the environment; or
- any of our works.

INDEMNITY

You must indemnify Yarra Valley Water against:

- all damages, losses, penalties, costs and expenses whatsoever, which we suffer or incur; and
- all proceedings, prosecutions or demands brought or made against us by anyone, as a result of you failing to perform any of our obligations under these conditions, except to the extent that the failure has been caused by our negligence.

You must not bring any proceeding or make any demand against us for any damage, loss, cost or expense of any kind whatsoever which you incur, directly or indirectly, as a result of Yarra Valley Water amending these conditions.

You must pay us any costs we reasonably incur in:

- making good any damage to our assets or works directly or indirectly caused by your failure to comply with these conditions; and
- inspecting our assets or works to see if such damage has been caused.

CONDITIONS OF CONSENT

The following conditions are subject to Sections 136, 268, 269 and 270 of the Water Act 1989 covering conditions of subdivision, new connections and contributions for works.

CONDITIONS RELATING TO NEW CONNECTIONS / COMPLETION OF WORKS / ISSUE OF CONSENT

Approval is subject to the applicant applying for Build Over Easement conditions under Section 148 of the Water Act 1989 prior to works being commenced or subdivision being approved. This requirement and subsequent build over easement conditions will be recorded as an encumbrance against the property. This consent binds the owner(s) of the land and successors in title and is enforceable under Section 148 of the Water Act 1989.

Yarra Valley Water mandates the inclusion of Civil Drawings (Storm Water plans) in all subdivision applications, failure to include these drawings may result in potential delays in processing. Should the Civil Drawings not be compliant when provided, the Statement of compliance will not be released, and you will be required to meet compliance.

This condition must be met before a Statement of Compliance can be issued.

All developments within our licensed area are subject to the payment of New Customer Contributions as set by the Essential Services Commission. These contributions are necessary as the development work you will be completing places increased demand on our hydraulic services. These funds are then used to further develop the network to meet the needs of the growing urban community. The fees for your development are detailed in the invoice/statement. Further details can be found by visiting the Essential Services Commission website at www.esc.vic.gov.au.

The New Customer Contribution fees remain valid for 90 days from the date of this letter and are based on the information provided in your application. Further fees may be imposed if it is found that this development involves works other than declared on your application. If there are changes to the details supplied or if the approval period expires, revised conditions of connection and additional fees will be applicable. If this occurs it will be necessary to resubmit a new application.

NOTE: These fees are for the creation of additional lots only and do not include any other works or products which may be required as a result of the development being carried out.

SUBDIVISIONAL CONDITIONS

We advise that should this development proceed to subdivision the plan of subdivision must include an Owners Corporation schedule. Should an Owners Corporation schedule not form part of the plan of subdivision, extensions to our sewer and water mains may be necessary, requiring the lodgement of a new application and payment of additional fees.

Water and sewerage services are required to be extended to each individual lot within the development. The extended sewerage property service drain must adequately control all lots via gravity.

Easements must be created over any existing or proposed Yarra Valley Water assets. Your surveyor will need to ensure that these easements are included on any plan of subdivision.

An encumbrance will be placed on lots in this subdivision advising prospective purchasers that the properties are serviced by shared sewer and/or water connections.

Yarra Valley Water will be unable to give consent to council to issue a Statement of Compliance until fees have been paid and all other conditions have been met.

INFORMATION ONLY

Home Conveyancing Reservoir
HOME CONVEYANCING RESERVOIR
office6@homeconveyancing.com.au

RATES CERTIFICATE

Account No: 0182667489
Rate Certificate No: 30941833

Date of Issue: 20/05/2025
Your Ref: 26604 GRMUSA

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
19 CYPRUS ST, LALOR VIC 3075	1\TP628588	1223575	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-04-2025 to 30-06-2025	\$20.64	\$0.00
Residential Sewer Service Charge	01-04-2025 to 30-06-2025	\$118.19	\$0.00
Parks Fee	01-04-2025 to 30-06-2025	\$21.74	\$0.00
Drainage Fee	01-04-2025 to 30-06-2025	\$30.44	\$0.00

Other Charges:

Interest	No interest applicable at this time		
	No further charges applicable to this property		
	Balance Brought Forward		\$0.00
	Total for This Property		\$0.00



GENERAL MANAGER
RETAIL SERVICES

Note:

- From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
- From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
- This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
- All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
- If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the

purchaser's account at settlement.

6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.

7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.

8. From 01/07/2024, Residential Water Usage is billed using the following step pricing system: 256.31 cents per kilolitre for the first 44 kilolitres; 327.60 cents per kilolitre for 44-88 kilolitres and 485.34 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.

9. From 01/07/2024, Residential Water and Sewer Usage is billed using the following step pricing system: 343.42 cents per kilolitre for the first 44 kilolitres; 450.59 cents per kilolitre for 44-88 kilolitres and 523.50 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.

10. From 01/07/2024, Residential Recycled Water Usage is billed 192.59 cents per kilolitre.

11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.

12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

INFORMATION

To ensure you accurately adjust the settlement amount, we strongly recommend you book a **Special Meter Reading**:

- Special Meter Readings ensure that actual water use is adjusted for at settlement.
- Without a Special Meter Reading, there is a risk your client's settlement adjustment may not be correct.

Property No: 1223575

Address: 19 CYPRUS ST, LALOR VIC 3075

Water Information Statement Number: 30941833

HOW TO PAY



Biller Code: 314567
Ref: 01826674890

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

Application outcome

Build Over Easement (BOE)

**Application ID:**

00009221

Date:

21/06/2024

Address:19 Cyprus Street
Lalor Vic 3075**SLID:**

1223575

Lot/Plan number:

1/TP628588

Hello,

Thank you for your application. Your Build Over Easement (BOE) Application has been **approved**. You can go ahead with the plans you submitted with this application.

Below are the conditions that you have met as part of this approval. Send this document to your builder, plumber and other interested parties to make them aware of these conditions.

Conditions

The below conditions must be read in conjunction with our Standard Terms and Conditions and the Build over easement guidelines which are available on our website at www.yvw.com.au/boe

The stormwater mains, gas mains, rain gardens, property drains and telecommunication conduits and cables

- **are permitted with no conditions imposed** on the basis that the proposed structures are not within one metre of any Yarra Valley Water asset.

Changes to plans

You must contact us if you want to add or change a building/structure that is located in an easement or within one metre of our infrastructure.

If you change your plans without an updated approval from us:

- You may need to change or remove your unapproved structure.
- If we need to access our infrastructure near the unapproved work, and as a result it is damaged or removed, we will not reinstate the structure or landscaping.
- If our asset is damaged by you or your contractors while undertaking your work, you as the property owner must pay any costs incurred due to damaging our assets.

To view our assets and easements please visit www.yvw.com.au/gis

The information in this Application Outcome supersedes any previous written or verbal advice that we've provided.

If you need more information or have questions, we're here to help. Our contact details are below.

Yours sincerely,



Joe Gargaro
Divisional Manager, Development Services

Contact us

www.yvw.com.au/boe

easyaccess@yvw.com.au

Development Services 1300 651 511

Faults and emergencies 13 27 62(24hr)

TTY Voice Calls 133 677

Speak and Listen 1300555727

For language assistance

العربية 1300 914 361

廣東話 1300 921 362

Ελληνικά 1300 931 364

普通话 1300 927 363

For all other languages call our translation service on 03 9046 4173



MR MIROSLAV GRMUSA
C/- HOME CONVEYANCING RESERVOIR
288 BROADWAY
RESERVOIR VIC 3073

Our reference: 7159001924481

Phone: **13 28 66**

15 May 2025

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello MIROSLAV,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2411067223871
Vendor name	MIROSLAV GRMUSA
Clearance Certificate Period	15 May 2025 to 15 May 2026

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,
Emma Rosenzweig
Deputy Commissioner of Taxation

Need help?

Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

Contact us

In Australia? Phone us on **13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.



MRS SUZANA GRMUSA
C/- HOME CONVEYANCING RESERVOIR
288 BROADWAY
RESERVOIR VIC 3073

Our reference: 7159001909164

Phone: **13 28 66**

15 May 2025

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello SUZANA,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2411067223657
Vendor name	SUZANA GRMUSA
Clearance Certificate Period	15 May 2025 to 15 May 2026

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,
Emma Rosenzweig
Deputy Commissioner of Taxation

Need help?

Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

Contact us

In Australia? Phone us on **13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.