



NEW VOGUE CONVEYANCING

# Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.  
The vendor may sign by electronic signature.

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

Land	6/37 Elmhurst Road, Bayswater North VIC 3153	
------	----------------------------------------------	--

Vendor's name	Andrew Jake Smith	Date
Vendor's signature		Jul 15, 2025
<hr/>		

Vendor's name	Celeste Nichole Smith (formerly Fisher)	Date
Vendor's signature		Jul 16, 2025
<hr/>		

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

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

## 1. FINANCIAL MATTERS

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

Are contained in the attached Certificates

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

Save for any disclosed in the attachments herein, none to the Vendor/s knowledge

### 1.3 Terms Contract

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

Not Applicable

### 1.4 Sale Subject to Mortgage

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

Not Applicable

### 1.5 Commercial & Industrial Property Tax Reform

This section 1.5 only applies if this vendor statement is in respect of a contract for the sale of Commercial or Industrial Property.

Not Applicable – the AVPCC 120 is not a qualifying use

## 2. INSURANCE

### 2.1 Damage and Destruction

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

Not Applicable

### 2.2 Owner Builder

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

Not Applicable

## 3. LAND USE

### 3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title document/s (where applicable)

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

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

### 3.2 Road Access

There is access to the property by road.

### 3.3 Designated Bushfire Prone Area

The land is **NOT** in a designated bushfire prone area within the meaning of section 192A of the *Building Act 1993*.

### 3.4 Planning Scheme

The required specified information is contained in the attached Planning Certificate

## 4. NOTICES

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

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

Save for any disclosed in the attachments herein, none to the Vendor/s 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:

Save for any disclosed in the attachments herein, none to the Vendor/s knowledge

### 4.3 Compulsory Acquisition

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

Save for any disclosed in the attachments herein, none to the Vendor/s knowledge

## 5. BUILDING PERMITS

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

Not Applicable

## 6. OWNERS CORPORATION

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

Attached is a current Owners Corporation Certificate issued in accordance with the Owners Corporations Act

## 7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not Applicable

## 8. SERVICES

The services which are marked with an '☑' in the accompanying square box are **AVAILABLE** to be connected to the land. However, this does not mean the service is physically connected at the time of sale.

NOTE - the Vendor or tenant reserves the right to cancel any such service between the day of sale and settlement and the Purchaser will need to arrange their own connection of services.

Electricity supply ☑	Gas supply ☑	Water supply ☑	Sewerage ☑	Telephone service ☑
----------------------	--------------	----------------	------------	---------------------

## 9. TITLE

Attached are copies of the following documents:

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

## 10. SUBDIVISION

### 10.1 Unregistered Subdivision

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

Not Applicable

### 10.2 Staged Subdivision

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

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

NIL

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

NIL

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

NIL

### 10.3 Further Plan of Subdivision

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

Not Applicable

## 11. DUE DILIGENCE CHECKLIST

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

Is attached

## 12. ATTACHMENTS

*Register Search Statement*

*Copy Plan*

*DELWP Planning Certificate*

*Property Reports*

*Land Information Certificate*

*Building Approvals Certificate*

*Water Information Certificate*

*Owners Corporation Certificate*

*Vic Roads Certificate*

*Sec. 137B Owner Builder Defect Report*

---

# Due diligence checklist

## What you need to know before buying a residential property

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

## Urban living

### Moving to the inner city?

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

### Is the property subject to an owners corporation?

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

### Has previous land use affected the soil or groundwater?

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

(04/10/2016)

## **Land boundaries**

### **Do you know the exact boundary of the property?**

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

## **Planning controls**

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

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

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

### **Are there any proposed or granted planning permits?**

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

## **Safety**

### **Is the building safe to live in?**

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

## **Building permits**

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

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

### **Are any recent building or renovation works covered by insurance?**

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

### **Do you know your rights when buying a property?**

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



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

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

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

Page 1 of 2

VOLUME 10935 FOLIO 669

Security no : 124126046401V  
Produced 09/07/2025 09:42 AM

### LAND DESCRIPTION

Lot 6 on Plan of Subdivision 523659X.  
PARENT TITLE Volume 10680 Folio 157  
Created by instrument PS523659X 08/04/2006

### REGISTERED PROPRIETOR

Estate Fee Simple  
Joint Proprietors  
CELESTE NICHOLE FISHER  
ANDREW JAKE SMITH both of UNIT 6 37 ELMHURST ROAD BAYSWATER NORTH VIC 3153  
AT422710C 13/07/2020

### ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AT422711A 13/07/2020  
CREDIT UNION AUSTRALIA 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 PS523659X 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: UNIT 6 37 ELMHURST ROAD BAYSWATER NORTH VIC 3153

### ADMINISTRATIVE NOTICES

NIL

eCT Control 17759N GREAT SOUTHERN BANK  
Effective from 13/07/2020

### OWNERS CORPORATIONS

The land in this folio is affected by  
OWNERS CORPORATION 1 PLAN NO. PS523659X



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

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

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

Page 2 of 2

---

DOCUMENT END



# Imaged Document Cover Sheet



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

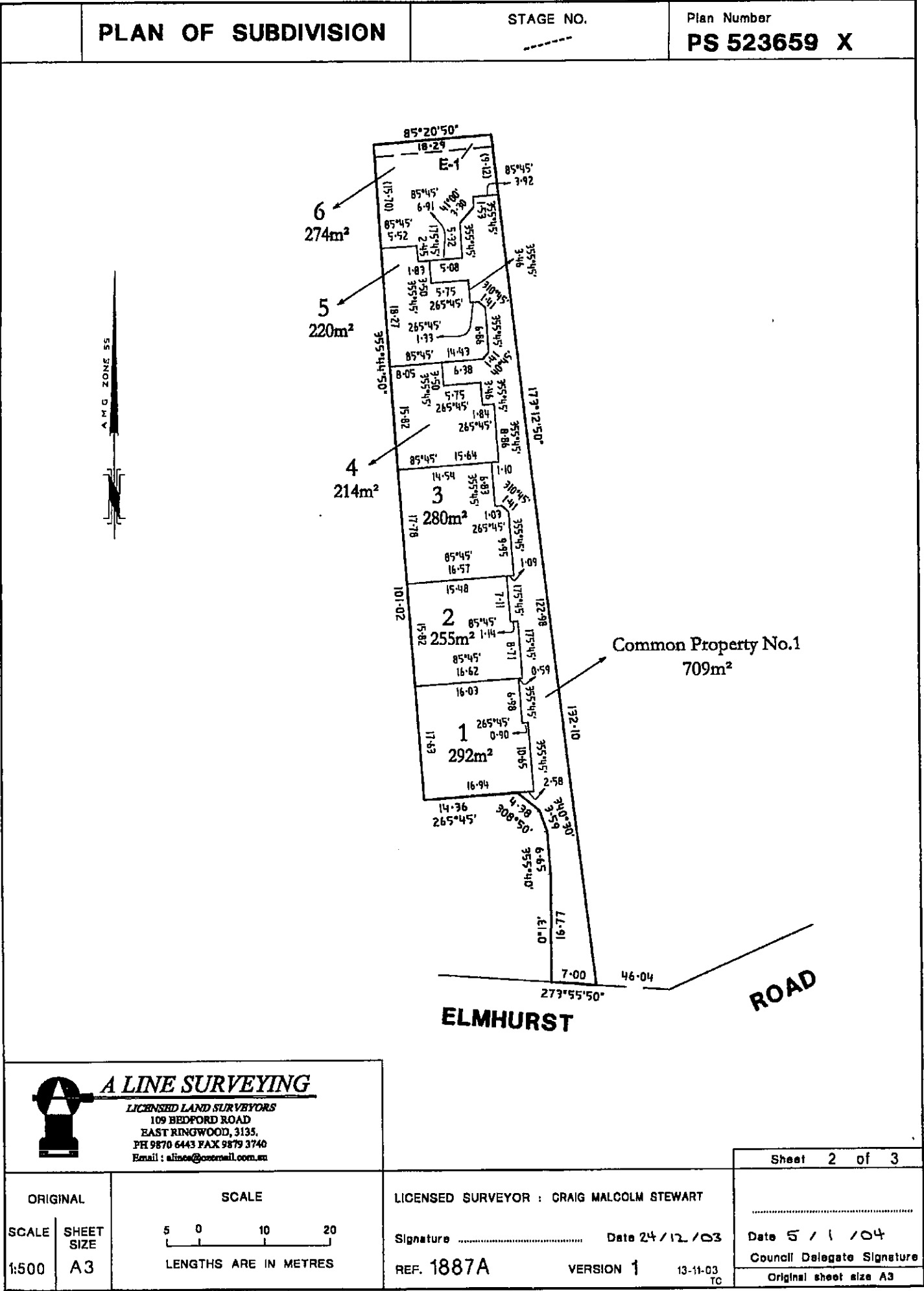
Document Type	<b>Plan</b>
Document Identification	<b>PS523659X</b>
Number of Pages (excluding this cover sheet)	<b>3</b>
Document Assembled	<b>09/07/2025 09:42</b>

**Copyright and disclaimer notice:**

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

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

<b>PLAN OF SUBDIVISION</b>		STAGE NO. -----	LR use only. <b>EDITION 1</b>	Plan Number <b>PS 523659 X</b>				
<b>Location of Land</b>  Parish: RINGWOOD Township: ----- Section: ----- Crown Allotment: 37(PART) Crown Portion: -----  Title Reference: VOL 10680 FOL 157  Last Plan Reference: LOT 2 ON PS 502206 G  Postal Address: 37 ELMHURST ROAD BAYSWATER NORTH 3153  AMG Co-ordinates E 347322 Zone: 55 N 581160		<b>Council Certificate and Endorsement</b>  Council Name: MAROONDAH CITY COUNCIL <span style="float: right;">Ref. S12005/240</span> 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. <del>This plan is certified under section 11(7) of the Subdivision Act 1988.</del> <del>Date of original certification under section 6 / /</del> 3. <del>This is a statement of compliance issued under section 21 of the Subdivision Act 1988.</del> OPEN SPACE (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has <del>has not been made.</del> (ii) <del>The requirement has been satisfied.</del> (iii) <del>The requirement is to be satisfied in Stage</del> ..... Council delegate <del>Council seal</del> Date 5 / 1 / 04  <del>Re-certified under section 11(7) of the Subdivision Act 1988</del> <del>Council Delegate</del> <del>Council Seal</del> <del>Date / /</del>						
<b>Vesting of Roads and/ or Reserve</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 15%;">Identifier</th> <th style="width: 85%;">Council / Body / Person</th> </tr> <tr> <td style="text-align: center;">NIL</td> <td style="text-align: center;">NIL</td> </tr> </table>		Identifier	Council / Body / Person	NIL	NIL	<b>Notations</b> Staging This is not a staged subdivision. Planning Permit No.  Depth Limitation DOES NOT APPLY		
Identifier	Council / Body / Person							
NIL	NIL							
Survey This plan is based on survey.  This survey has been connected to permanent mark. No(s) In Proclaimed Survey Area No.								
<b>Easement Information</b> Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)  EASEMENTS AND RIGHTS IMPLIED BY SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLY TO THE WHOLE OF THE LAND ON THIS PLAN.				LR use only  Statement of Compliance/ Exemption Statement  Received <input checked="" type="checkbox"/>  Date 29 / 3 / 06				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	LR use only  PLAN REGISTERED TIME 11:03 AM DATE 8 / 4 / 06  Assistant Registrar of Titles Sheet 1 of 3			
E-1	DRAINAGE	1.83	LP 20517	LOTS ON LP 20517				
E-1	SEWERAGE	1.83	PS 502206 G	YARRA VALLEY WATER LTD.				
 <b>A LINE SURVEYING</b> LICENSED LAND SURVEYORS 109 BEDFORD ROAD EAST RINGWOOD, 3135. PH 9870 6443 FAX 9879 3740 Email: aline@ozemail.com.au			LICENSED SURVEYOR : CRAIG MALCOLM STEWART  Signature ..... Date 24 / 12 / 03  REF. 1887A VERSION 1 17-10-01 <div style="text-align: right;">TC</div>		Date 5 / 1 / 04 Council Delegate Signature Original sheet size A3			



PS523659X

FOR CURRENT BODY CORPORATE DETAILS  
SEE BODY CORPORATE SEARCH REPORT



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information. The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

Produced: 09/07/2025 09:42:30 AM

**OWNERS CORPORATION 1**  
**PLAN NO. PS523659X**

The land in PS523659X is affected by 1 Owners Corporation(s)

**Land Affected by Owners Corporation:**  
Common Property 1, Lots 1 - 6.

**Limitations on Owners Corporation:**  
Unlimited

**Postal Address for Services of Notices:**  
37 ELMHURST ROAD BAYSWATER NORTH VIC 3153  
  
PS523659X 08/04/2006

**Owners Corporation Manager:**  
NIL

**Rules:**  
Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

**Owners Corporation Rules:**  
NIL

**Additional Owners Corporation Information:**  
NIL

**Notations:**  
NIL

**Entitlement and Liability:**  
NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	100	100
Lot 2	100	100
Lot 3	100	100
Lot 4	100	100
Lot 5	100	100
Lot 6	100	100



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 09/07/2025 09:42:30 AM

OWNERS CORPORATION 1  
PLAN NO. PS523659X

### Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Total	600.00	600.00

From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan, Instrument or Folio is to be read as a reference to an Owners Corporation.

Statement End.

# PLANNING CERTIFICATE

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

**CERTIFICATE REFERENCE NUMBER**

1155019

**APPLICANT'S NAME & ADDRESS**

NEW VOGUE CONVEYANCING C/- TRICONVEY2 (RESELLER)  
C/- LANDATA  
DOCKLANDS

**VENDOR**

SMITH, ANDREW JAKE

**PURCHASER**

NOT KNOWN, NOT KNOWN

**REFERENCE**

710410

This certificate is issued for:

LOT 6 PLAN PS523659 ALSO KNOWN AS 6/37 ELMHURST ROAD BAYSWATER NORTH  
MAROONDAH CITY

The land is covered by the:

MAROONDAH PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1
- is within a SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 4

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

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian  
Heritage Register at:  
<http://vhd.heritage.vic.gov.au/>

09 July 2025

**Sonya Kilkenny**  
Minister for Planning

Additional site-specific controls may apply.  
The Planning Scheme Ordinance should be  
checked carefully.  
The above information includes all  
amendments to planning scheme maps  
placed on public exhibition up to the date  
of issue of this certificate and which are  
still the subject of active consideration

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

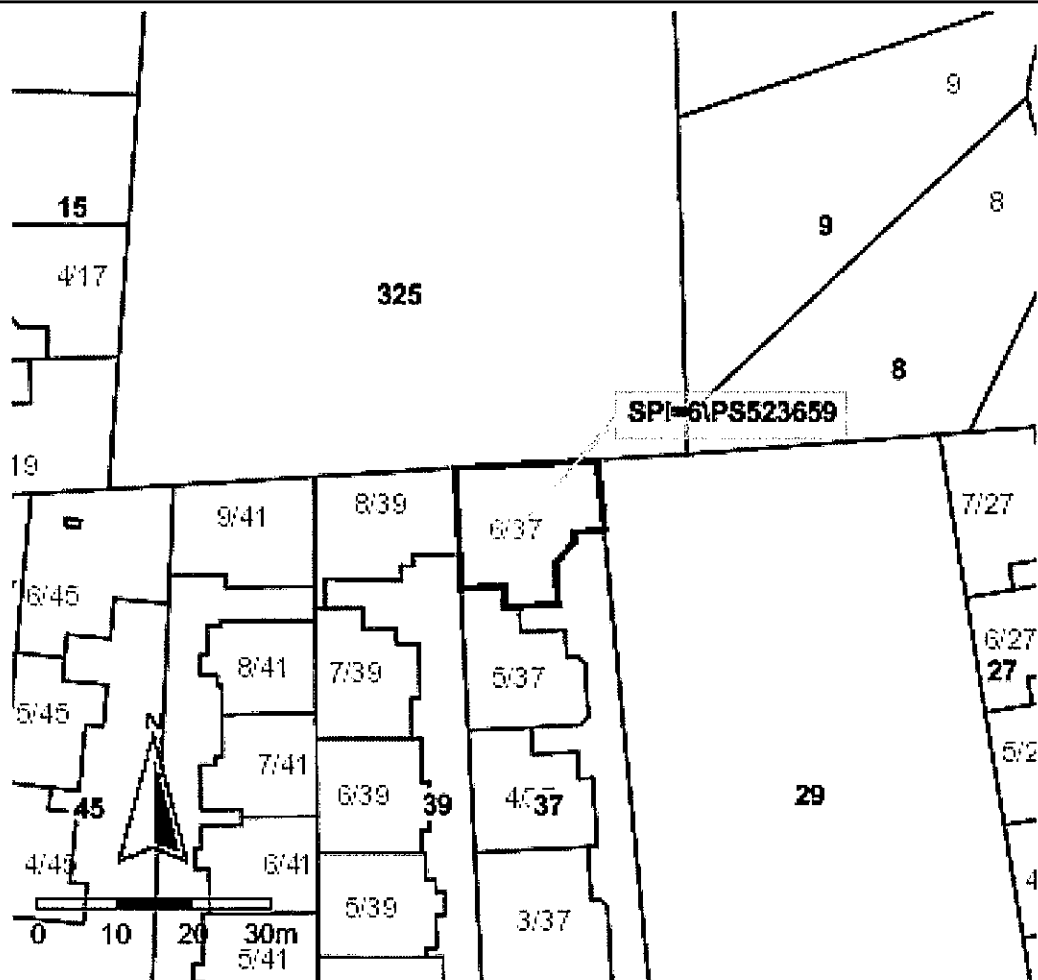
LANDATA@  
T: (03) 9102 0402  
E: [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

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

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

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

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



Copyright © State Government of Victoria. Service provided by [maps.land.vic.gov.au](http://maps.land.vic.gov.au)

#### Choose the authoritative Planning Certificate

##### *Why rely on anything less?*

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.  
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.  
Next business day delivery, if further information is required from you.

#### Privacy Statement

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



# PLANNING PROPERTY REPORT



Department  
of Transport  
and Planning

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 09 July 2025 09:48 AM

## PROPERTY DETAILS

Address: **6/37 ELMHURST ROAD BAYSWATER NORTH 3153**  
Lot and Plan Number: **Lot 6 PS523659**  
Standard Parcel Identifier (SPI): **6\PS523659**  
Local Government Area (Council): **MAROONDAH**  
Council Property Number: **244157**  
Planning Scheme: **Maroondah**  
Directory Reference: **Melway 64 F2**

[www.maroondah.vic.gov.au](http://www.maroondah.vic.gov.au)

[Planning Scheme - Maroondah](#)

## 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: **NORTH-EASTERN METROPOLITAN**  
Legislative Assembly: **CROYDON**

## OTHER

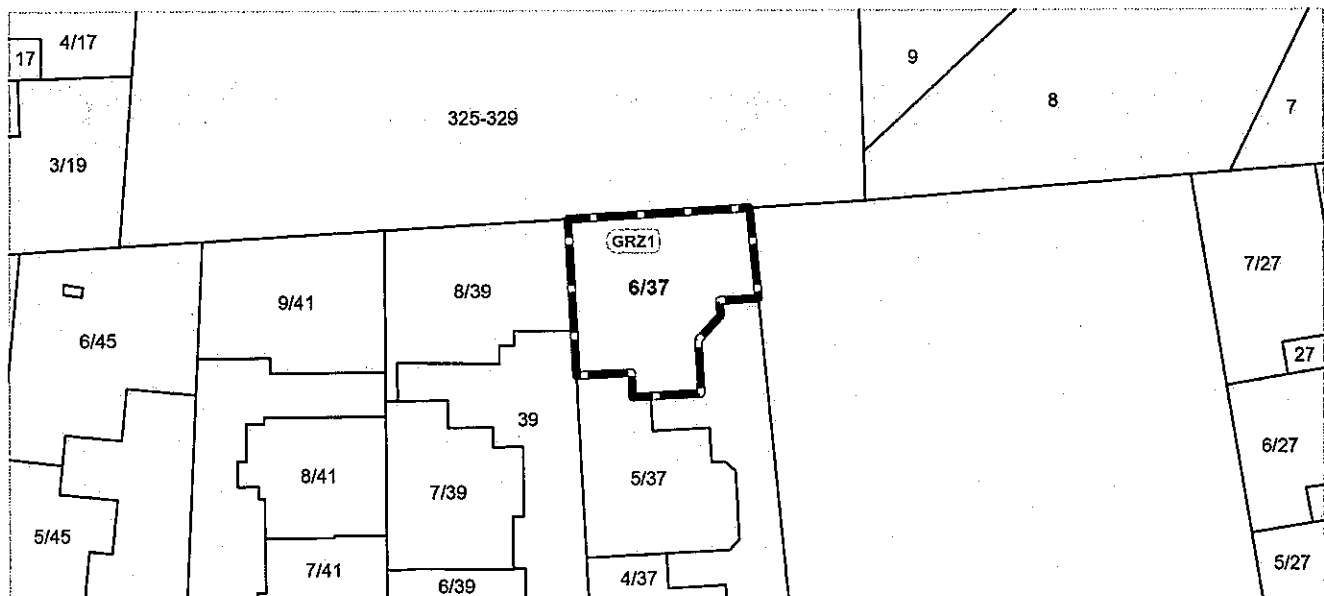
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural  
Heritage Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)

GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)



**GRZ - General Residential**

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

Copyright © - State Government of Victoria

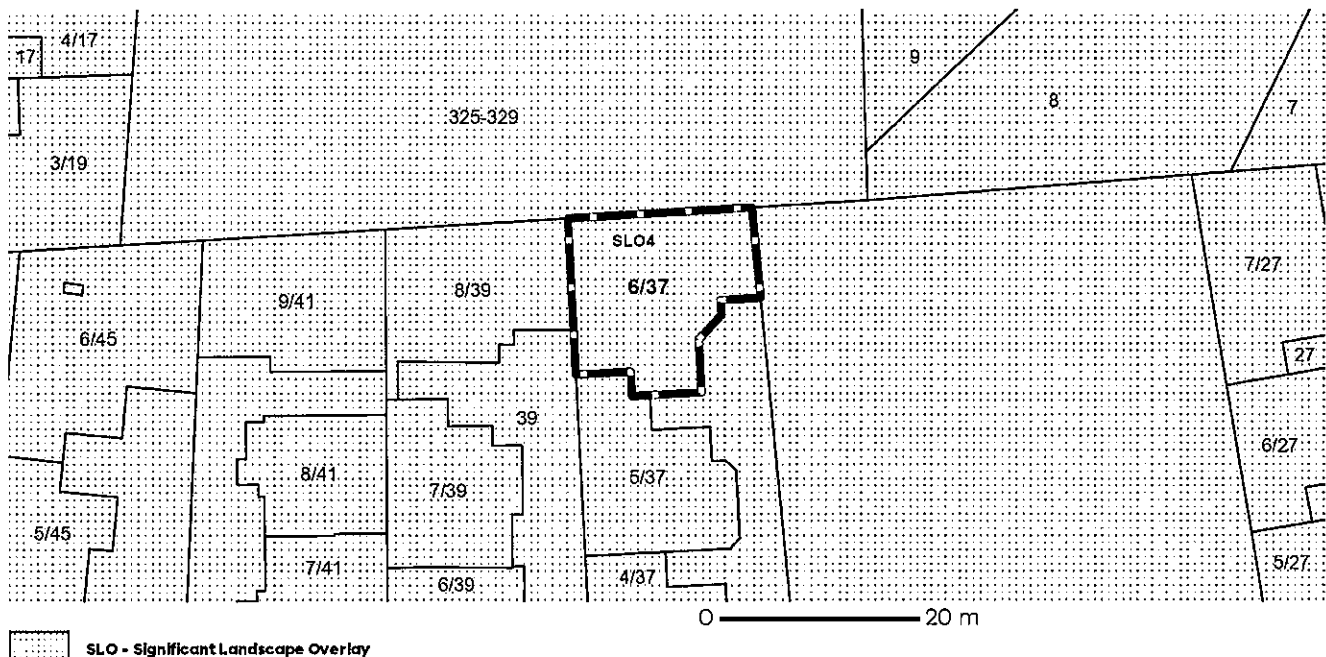
**Disclaimer:** This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.  
Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

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

## Planning Overlay

SIGNIFICANT LANDSCAPE OVERLAY (SLO)

SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 4 (SLO4)



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

## Further Planning Information

Planning scheme data last updated on 3 July 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 affect 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>

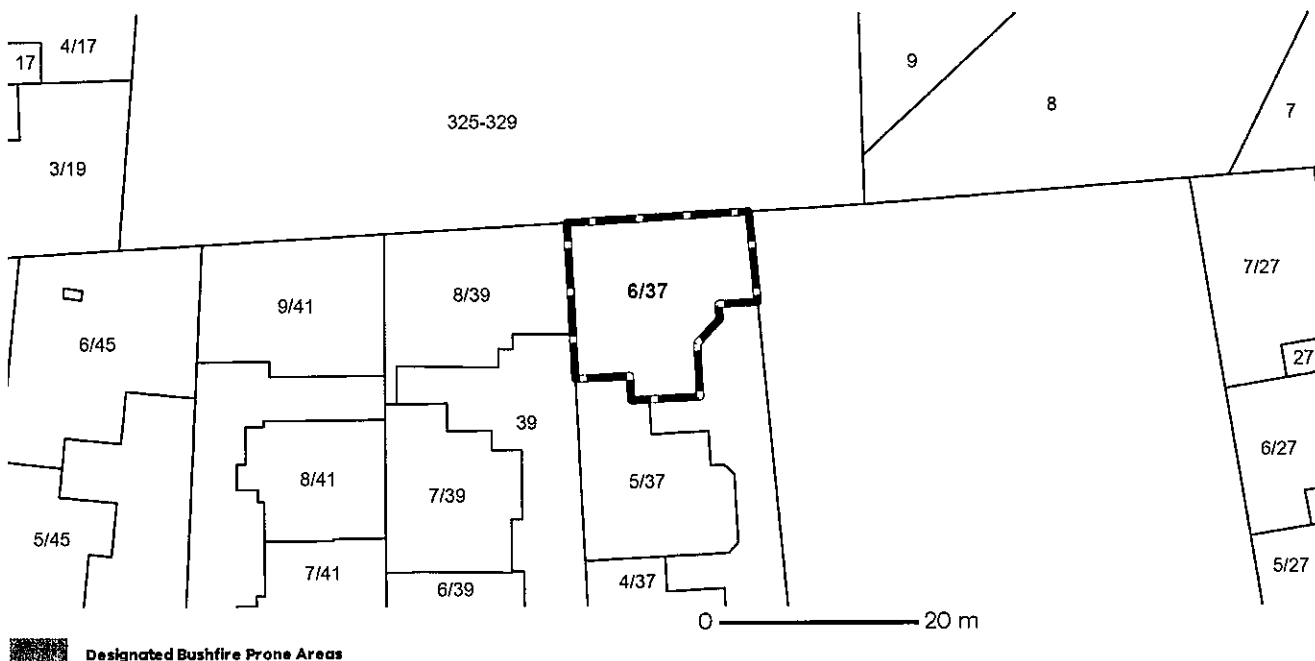
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

## 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 \(environment.vic.gov.au\)](#)

# PROPERTY REPORT



Energy,  
Environment  
and Climate Action

From [www.land.vic.gov.au](http://www.land.vic.gov.au) at 09 July 2025 09:48 AM

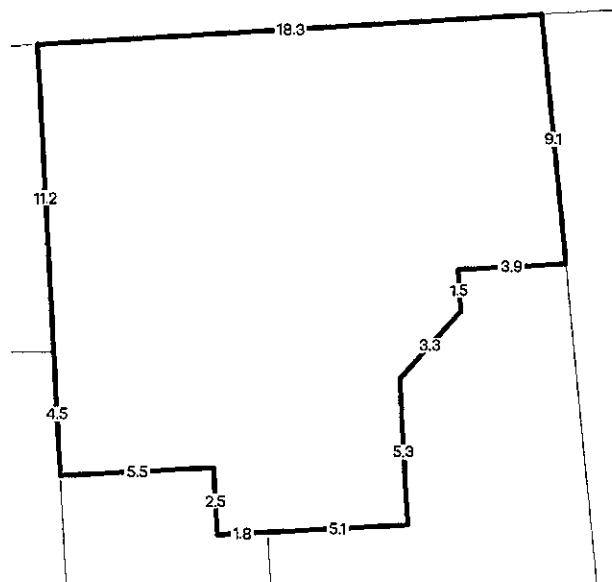
## PROPERTY DETAILS

Address: **6/37 ELMHURST ROAD BAYSWATER NORTH 3153**  
Lot and Plan Number: **Lot 6 PS523659**  
Standard Parcel Identifier (SPI): **6\PS523659**  
Local Government Area (Council): **MAROONDAH**  
Council Property Number: **244157**  
Directory Reference: **Melway 64 F2**

[www.maroondah.vic.gov.au](http://www.maroondah.vic.gov.au)

## SITE DIMENSIONS

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



**Area:** 274 sq. m

**Perimeter:** 72 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: **NORTH-EASTERN METROPOLITAN**  
Legislative Assembly: **CROYDON**

## PLANNING INFORMATION

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

The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

**Vicplan** <https://mapshare.vic.gov.au/vicplan/>

**Property and parcel search** <https://www.land.vic.gov.au/property-and-parcel-search>

Copyright © - State Government of Victoria

**Disclaimer:** This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.

Read the full disclaimer at <https://www.deeca.vic.gov.au/disclaimer>

PROPERTY REPORT: 6/37 ELMHURST ROAD BAYSWATER NORTH 3153

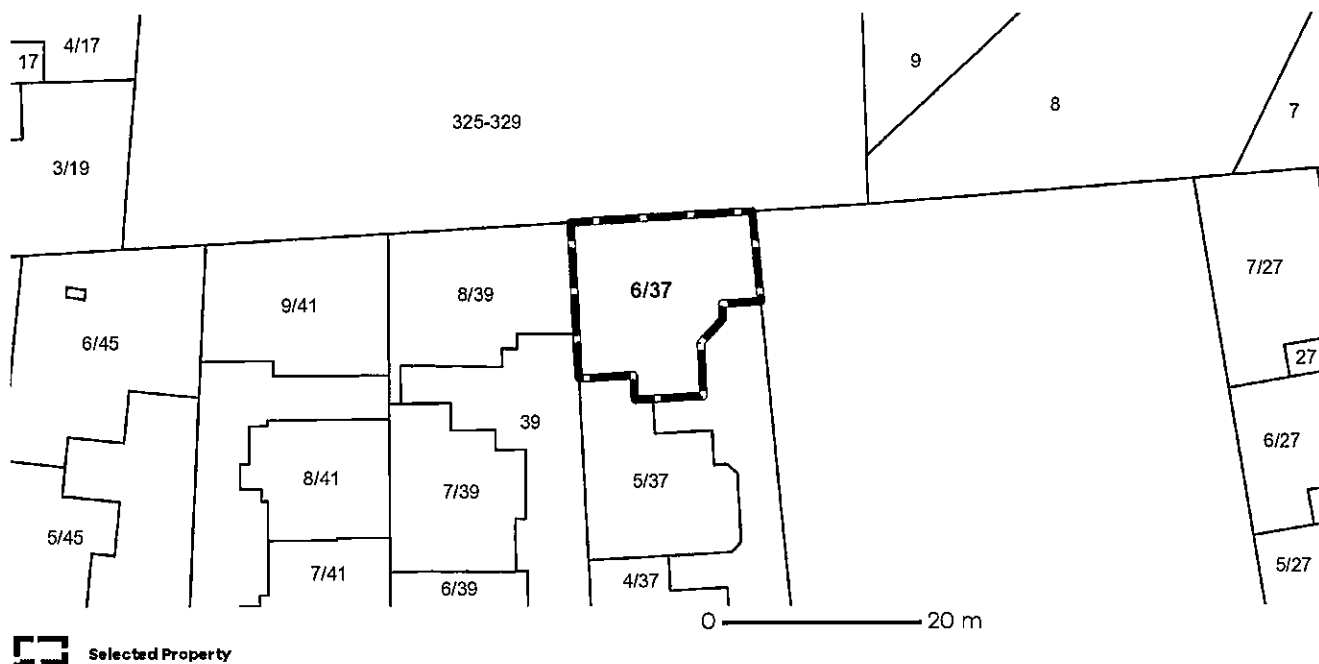
Page 1 of 2

# PROPERTY REPORT



Energy,  
Environment  
and Climate Action

## Area Map



Copyright © - State Government of Victoria

**Disclaimer:** This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.

Read the full disclaimer at <https://www.deec.vic.gov.au/disclaimer>

PROPERTY REPORT: 6/37 ELMHURST ROAD BAYSWATER NORTH 3153

## LAND INFORMATION CERTIFICATE

Local Government (General) Regulations 2015  
Section 229 Local Government Act 1989



**SERV**  
**DX250639**  
**Melbourne**

**Certificate No:** 99195  
**Applicant Ref:** 77368143-017-5:83868  
**Date:** 11 July 2025

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**, the **Fire Services Property Levy Act 2012** 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.

This certificate is current at the time of printing however is subject to change at any time due to supplementary rates, alteration to charges, interest or legal costs being incurred. Council will only be held responsible for information provided in writing, not information provided or confirmed verbally. The validity of this Certificate is 90 days during which time Council will assist in providing up to date financial information as requested.

### **SUNDRY INFORMATION**

General Rates, Charges & Fire Services Property Levy: In full payments must be paid by 15 February in the year ending 30 June 2026 unless paying by instalments. Instalment due dates are 30 September, 30 November, 28 February, and 31 May of the current financial year. Any payment received at this office after the applicable due date will incur penalty interest and may result in legal action being taken for the recovery of unpaid rates. A person who becomes the owner of the land will be liable for any outstanding rates and charges whether current or in arrears including interest on late payments.

### **PROPERTY INFORMATION**

Assessment number: 152706

Property Location: 6/37 Elmhurst Road  
Bayswater North VIC 3153  
Lot 6 PS 523659

Title Details: CT-10935/669

AVPCC/Land Use: 120 - Single Unit/Villa Unit/Townhouse

### **Valuations**

Site Value: \$230,000  
Capital Improved Value: \$675,000  
Nett Annual Value: \$33,750  
Relevant Date: 1<sup>st</sup> January 2025

### **ADDITIONAL INFORMATION**

#### **Contact us**

Phone 1300 88 22 33 or 9298 4598 Fax 9298 4345

maroondah@maroondah.vic.gov.au | www.maroondah.vic.gov.au | PO Box 156, Ringwood 3134 | DX 38068, Ringwood

ABN 98 606 522 719

RE: 6/37 Elmhurst Road  
Bayswater North VIC 3153

Certificate No:

99195

### FINANCIAL INFORMATION

Assessment No:	1527068		
<b><u>RATES &amp; CHARGES</u></b>	<b><u>LEVIED</u></b>	<b><u>REBATES</u></b>	<b><u>BALANCE</u></b>
Arrears			0.00
General Rate	1,315.35	0.00	1,315.35
Waste Service Charge	465.00	0.00	465.00
State Government Fire Levy MFB	0.00	0.00	0.00
State Government ESVF Levy	252.75	0.00	252.75
Municipal Charge	0.00	0.00	0.00
Legal Costs	0.00	0.00	0.00
Copy Notice/Administration fee	0.00		0.00
Interest - Current			0.00
Interest - Arrears			0.00
Legal/Other Costs - Current			0.00
Legal/Other Costs - Arrears			0.00
Refund			0.00
Less Payments			0.00
Less Overpayments			0.00
<b><u>ASSESSMENT TOTAL</u></b>			<b><u>\$2,033.10</u></b>

### TOTAL BALANCE

**\$2,033.10**

#### **BPAY Payment Details**

**Bill Code:** 118992

**Reference Number:** 0015270689

Please ensure a Notice of Acquisition  
is sent directly to Council at:  
[maroondah@maroondah.vic.gov.au](mailto:maroondah@maroondah.vic.gov.au)

### POTENTIAL LIABILITIES

I acknowledge having received the sum of \$30.60 being the fee for this certificate.

Revenue Services  
Maroondah City Council

#### **Contact us**

**Phone** 1300 88 22 33 or 9298 4598 **Fax** 9298 4345

[maroondah@maroondah.vic.gov.au](mailto:maroondah@maroondah.vic.gov.au) | [www.maroondah.vic.gov.au](http://www.maroondah.vic.gov.au) | PO Box 156, Ringwood 3134 | DX 38068, Ringwood

ABN 98 606 522 719

Telephone Enquiries: 03 9298 4327  
Your Reference: 77368143-018-2:83869  
Reg 51 (1)



09 July 2025

SERV  
DX250639  
Melbourne

Dear Sir/Madam

**Re: 6/37 Elmhurst Road, Bayswater North VIC 3153 Lot 6 PS 523659**

I refer to your request for information available from Council records concerning the above property.

**No Building Permits have been issued in the last 10 years.**

**No Building Notices or Orders are outstanding against this property.**

**Combined Allotments Statement**

No combined allotment determinations have been made under Regulation 64(1) of the Building Regulations 2018.

**Subdivision of an Existing Building**

Council is **unaware** of any exemptions having been issued under regulation 231 of the Building Regulations 2018 that involves the subdivision of an existing building.

Please note this information is only as accurate as Council's Building records permit.

If there is a pool on this property it is the responsibility of the present or any future owner to ensure that the pool is registered and fenced with safety barriers that comply with the Building Act, Regulations and relevant Australian Standards. For more information on the obligations of pool owners see: <https://www.maroondah.vic.gov.au/Residents-property/Swimming-pool-and-spa-registration-and-fencing>

Yours faithfully

*Leanne Wilson*

**Leanne Wilson**  
**Municipal Building Surveyor**

**Contact us**

**Phone** 1300 88 22 33 or 9298 4598 **Fax** 9298 4345

[maroondah@maroondah.vic.gov.au](mailto:maroondah@maroondah.vic.gov.au) | [www.maroondah.vic.gov.au](http://www.maroondah.vic.gov.au) | PO Box 156, Ringwood 3134 | DX 38068, Ringwood



9th July 2025

New Vogue Conveyancing C/- Triconvey2 (Reseller) C  
LANDATA

Dear New Vogue Conveyancing C/- Triconvey2 (Reseller) C,

**RE: Application for Water Information Statement**

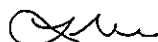
<b>Property Address:</b>	6/37 ELMHURST ROAD BAYSWATER NORTH 3153
<b>Applicant</b>	New Vogue Conveyancing C/- Triconvey2 (Reseller) C LANDATA
<b>Information Statement</b>	30954343
<b>Conveyancing Account Number</b>	7959580000
<b>Your Reference</b>	710410

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
- Rates Certificate

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](mailto:propertyflow@yvw.com.au). For further information you can also refer to the Yarra Valley Water website at [www.yvw.com.au](http://www.yvw.com.au).

Yours sincerely,



Lisa Anelli  
GENERAL MANAGER  
RETAIL SERVICES

**Yarra Valley Water Property Information Statement**

Property Address	6/37 ELMHURST ROAD BAYSWATER NORTH 3153
------------------	-----------------------------------------

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.

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	6/37 ELMHURST ROAD BAYSWATER NORTH 3153
------------------	-----------------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

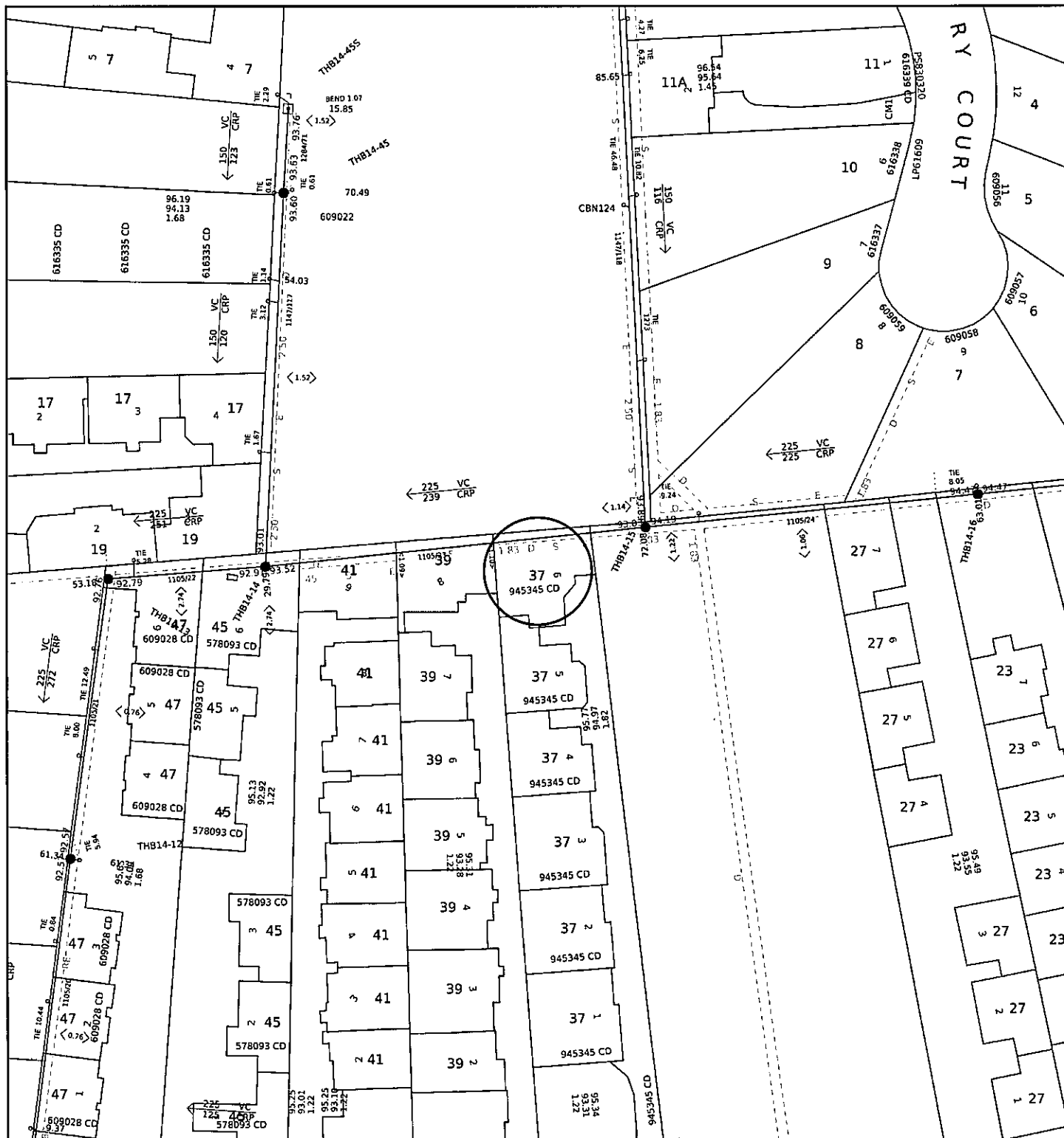
**THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

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: 30954343**

Address	6/37 ELMHURST ROAD BAYSWATER NORTH 3153
Date	09/07/2025
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		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;



YARRA VALLEY WATER  
ABN 93 066 902 501

Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au  
yvw.com.au

New Vogue Conveyancing C/- Triconvey2 (Reseller) C  
LANDATA  
certificates@landata.vic.gov.au

## RATES CERTIFICATE

Account No: 0747162984  
Rate Certificate No: 30954343

Date of Issue: 09/07/2025  
Your Ref: 710410

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 6/37 ELMHURST RD, BAYSWATER NORTH VIC 3153	6\PS523659	1619463	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-07-2025 to 30-09-2025	\$21.26	\$21.26
Residential Water and Sewer Usage Charge Step 1 – 25.000000kL x \$3.43420000 = \$85.86 Estimated Average Daily Usage \$0.95	19-02-2025 to 20-05-2025	\$85.86	\$0.00
Residential Sewer Service Charge	01-07-2025 to 30-09-2025	\$122.58	\$122.58
Parks Fee	01-07-2025 to 30-09-2025	\$22.63	\$22.63
Drainage Fee	01-07-2025 to 30-09-2025	\$31.51	\$31.51
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			\$197.98

GENERAL MANAGER  
RETAIL SERVICES

### Note:

1. From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
2. 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.
3. 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.

4. 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.
5. 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 01/07/2025, Residential Water Usage is billed using the following step pricing system: 266.61 cents per kilolitre for the first 44 kilolitres; 340.78 cents per kilolitre for 44-88 kilolitres and 504.86 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 01/07/2025, Residential Water and Sewer Usage is billed using the following step pricing system: 357.24 cents per kilolitre for the first 44 kilolitres; 468.71 cents per kilolitre for 44-88 kilolitres and 544.56 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 01/07/2025, Residential Recycled Water Usage is billed 196.81 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.



YARRA VALLEY WATER  
ABN 93 056 902 501

Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au  
yvw.com.au

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:** 1619463

**Address:** UNIT 6/37 ELMHURST RD, BAYSWATER NORTH VIC 3153

**Water Information Statement Number:** 30954343

## HOW TO PAY



Billor Code: 314567  
Ref: 07471629843

Amount  
Paid

Date  
Paid

Receipt  
Number

## OWNERS CORPORATION CERTIFICATE

s.151 Owners Corporation Act 2006 and r.11 Owners Corporations Regulations 2007

Owners Corporation No **PS523659X**

This certificate is issued for Lot **6** on Plan of Subdivision No: **PS523659X**

Address: **C/- The Owners – 37 Elmhurst Road, Bayswater North VIC 3153**

### IMPORTANT:

The information in this certificate is issued on **14 July 2025**

1.	The current annual fees for the lot are:
	<b>Nil Fees – unit owners pay a 1/6<sup>th</sup> share of the common insurance yearly (refer attached invoice for current amount).</b>
2.	The date to which the fees for the lot have been paid up to is:
	<b>8 May 2026</b>
3.	The total of any unpaid fees or charges for the lot are:
	<b>NIL</b>
4.	The special fees or levies which have been struck, and the dates on which they were struck and are payable are:
	<b>NIL</b>
5.	The repairs, maintenance or other work which has been or is about to be performed which may incur additional charges which have not been included above annual fees, maintenance fund and special fees are:
	<b>NIL</b>
6.	The owners corporation has the following insurance cover:
	<b>REFER ATTACHED</b>
7.	Has the owners corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so then provide the date of that resolution:
	<b>NIL</b>
8.	The total funds held by the owners corporation:
	<b>NIL</b>
9.	Are there any liabilities of the owners corporation that not covered by annual fees, special levies and repairs and maintenance as set out above? If so, then provide details:
	<b>NIL</b>
10.	Are there any current contracts, leases, licences or agreements affecting the common property. If so, then provide details:
	<b>NIL</b>



11.	Are there any current agreements to provide services to lot owners, occupiers or the public? If so, then provide details:
	<b>NIL</b>
12.	Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied are? If so, then provide details:
	<b>NIL</b>
13.	Are there any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings? If so, then provide details:
	<b>NIL</b>
14.	Has the owners corporation has appointed or resolved to appoint a manager? If so, then provide details:
	<b>No formal manager is appointed</b>
15.	Has an administrator has been appointed for the owners corporation, or has been a proposal for the appointment of an administrator?
	<b>NIL</b>
16.	Documents required to be attached to the owners corporation certificate are:
	<p>A copy of all resolutions made at the last annual general meeting <b>No regular meetings are held. All matters and decisions are communicated casually between owners as and when required</b></p> <p>A copy of the model rules <b>ATTACHED</b></p> <p>A copy of Schedule 3 of the Owners Corporations Regulations 2007 entitled <i>"Statement of Advice and Information for Prospective Purchasers and Lot Owners"</i> <b>ATTACHED</b></p>

This owners corporation certificate was prepared by:

**New Vogue Conveyancing as agent for the Vendor**

Dated: 14 July 2025

# Residential Strata Insurance

## Certificate of Currency

Policy Number: P-022915



**Certificate Date** 15 May, 2025

**Insurer** XL Insurance Company SE (Australia Branch)  
ABN: 36 083 570 441  
UMR: B0334SC3342025688

### Important Information

This certificate confirms that from the certificate date noted above, a Policy existed for the sums insured shown.

It is not intended to amend, extend, replace or override the Policy terms and conditions. This certificate is issued as a matter of information only and confers no rights on the certificate holder.

**Period of Cover** 8/05/2025 to 8/05/2026 at 4pm

**Insured** OC 523659

**Interested Parties** None

**Situation** 37 Elmhurst Road, BAYSWATER NORTH, VIC, 3153

Section	Limit/Sum Insured
<b>1. Insured Property</b>	Insured
Building	\$2,575,300
Common Area Contents	\$25,753
Loss of Rent	\$386,295
Floating Floorboards	Not Insured
Flood	Not Insured
Catastrophe Insurance	Not Insured
<b>2. Public or Legal Liability</b>	Insured
Limit of Liability	\$20,000,000
<b>3. Personal Accident</b>	Not Insured
<b>4. Fidelity Guarantee</b>	Not Insured
<b>5. Machinery Breakdown</b>	Not Insured
<b>6. Office Bearers Legal Liability</b>	Not Insured
<b>7. Government Audit and Related Covers</b>	Insured
Audit Fees	\$25,000
Legal Defence Expenses	\$50,000
Appeal Expenses	\$100,000
<b>Lot Owners Fixtures and Improvements</b>	Insured
Sum Insured	\$300,000

**Conditions** As Per Quotation, Policy Wording and Endorsements



Royal Insurance Pty Ltd  
CAR No. 1301426  
ABN 73 662 548 147  
Level 14, 167 Eagle Street  
Brisbane City QLD 4000  
Ph:  
Email: josh@royalinsurance.com.au  
Authorised Representative of Community Broker Network Pty Ltd  
ABN 60 096 916 184 | AFSL 233750

## RENEWAL TAX INVOICE

Scott Perkins  
1-6/37 Elmhurst Rd  
Bayswater North VIC 3153

Date: 14/04/2025

Invoice Number: 7952022

Authorised Representative: Joshua Scutts AR: 1247723 (Royal)





Please refer to the policy documents issued by the insurer for complete policy terms and conditions.  
Please read carefully the important notices attached regarding your duty of disclosure

### Type of Policy

Insured	The Owners of Strata Plan: 523659X	Premium	\$2,558.75
Policy Description	Strata Insurance   The Owners of Strata Plan: 523659X	FSL	\$0.00
Insurer	Axis Underwriting Services Pty Ltd	Underwriter Fee	\$200.00
Policy Number	P-022915	Stamp Duty	\$281.46
Period of Insurance	08/05/2025 to 08/05/2026	Broker Fee	\$150.83
Effective Date	08/05/2025	GST	\$290.96
Notes		Invoice Total	\$3,482.00

The base premium includes commission of \$511.75.

### Payment Options

 <b>DEFT Reference Number</b> <b>405605279520225</b> Pay by credit card at <a href="http://www.deft.com.au">www.deft.com.au</a> Payments by credit card will attract a surcharge.	 *498 405605 279520225  Post Billpay Pay in-store at Australia Post by cheque or EFTPOS Please make cheque payable to <b>Community Broker Network Pty Ltd</b>
 <b>Biller Code: 20362</b> <b>Ref: 405605279520225</b> <b>Biller Name: DEFT INSURANCE</b>	<b>Community Broker Network Pty Ltd</b> <b>Name:</b> The Owners of Strata Plan: 523659X <b>Invoice No:</b> 7952022 <b>Due Date:</b> 08/05/2025 <b>Invoice Total:</b> \$3,482.00

\*Please refer to the second page for further information.



**DEFT is a service of Macquarie Bank**



Post  
Billpay



**Mail**

Pay from your registered credit card or bank account at  
deft.com.au\*

Payments by credit card will attract a surcharge.

\*Registered at deft.com.au. Registration is NOT required for one  
off credit card payments.

Contact your  
participating financial  
institution to make  
payments using the  
BPAY biller code and  
reference number as  
detailed on the front of  
this invoice.

Please present page intact at  
any Australia Post Office.

Pay in-store at Australia Post  
by cheque or EFTPOS.

Please make cheques payable  
to '**Community Broker  
Network Pty Ltd**'.

Detach payment slip and mail  
with payment to:

**Royal Insurance Pty Ltd**  
Level 14, 167 Eagle Street  
Brisbane City QLD 4000

Please make cheques payable to  
'**Community Broker Network  
Pty Ltd**'.

## Schedule of Insurance

<b>Policy Number</b>	P-022915
<b>Insurer</b>	XL Insurance Company SE (Australia Branch) ABN: 36 083 570 441 UMR: B0334SC3342025688
<b>Period of Cover</b>	8/05/2025 to 8/05/2026 at 4pm
<b>Insured</b>	OC 523659
<b>Interested Parties</b>	None
<b>Situation</b>	37 Elmhurst Road, BAYSWATER NORTH, VIC, 3153

<b>Section</b>	<b>Limit/Sum Insured</b>
<b>1. Insured Property</b>	Insured
Building	\$2,575,300
Common Area Contents	\$25,753
Loss of Rent	\$386,295
Floating Floorboards	Not Insured
Flood	Not Insured
Catastrophe Insurance	Not Insured
<b>2. Public or Legal Liability</b>	Insured
Limit of Liability	\$20,000,000
<b>3. Personal Accident</b>	Not Insured
<b>4. Fidelity Guarantee</b>	Not Insured
<b>5. Machinery Breakdown</b>	Not Insured
<b>6. Office Bearers Legal Liability</b>	Not Insured
<b>7. Government Audit and Related Covers</b>	Insured
Audit Fees	\$25,000
Legal Defence Expenses	\$50,000
Appeal Expenses	\$100,000
<b>Lot Owners Fixtures and Improvements</b>	Insured
Sum Insured	\$300,000

### Excesses

Standard \$2,000

The Standard Excess applies to each and every claim. For all Personal Accident claims a 7 Day Waiting Period applies.

### 1. Insured Property

**Imposed Conditions****Condition # 1**

**Name** Water Damage Lifts  
**Code** WATERLIFT  
**Related Cover** Policy  
**Wording** All water damage claims to lift motor are excluded if the lift motor is located below the lift and sensors have not been fitted.

**Condition # 2**

**Name** Policy Acceptance Conditions  
**Code** ACCEPTANCE  
**Related Cover** Policy  
**Wording** Please advise us immediately if the building has any of the following:  
 Asbestos  
 Cladding  
 Commercial tenancies not previously disclosed  
 Government/Community/NDIS Housing  
 Shared common association

**Notes**

None

**Your renewal premium comparison**

The following comparative information has been included to assist you in understanding the impact of the ESL on your insurance premium.

	<b>Last Year*</b>	<b>This Year</b>
Base Premium	\$2,436.81	\$2,558.75
Emergency Services Levy	\$0.00	\$0.00
Stamp Duty	\$268.05	\$281.46
GST	\$243.69	\$255.88
Underwriter Fee	\$200.00	\$200.00
Underwriter Fee GST	\$20.00	\$20.00
<b>Total Premium</b>	<b>\$3,168.55</b>	<b>\$3,316.09</b>

\* Last Year's premium represents the amount you were charged for your insurance policy at the beginning of the last policy term, plus or minus any changes you made throughout the policy term.

**If you would like further information**

Contact Community Broker Network in the first instance if you have questions about your policy.

Document template version: 01.09.02.00

## IMPORTANT NOTICES

We have prepared this document to assist you to understand important issues relating to your insurances. Please contact your Insurance Broker if you have any questions or require further advice/assistance.

### ESSENTIAL READING OF POLICY WORDING

The policy wordings for your insurances are essential reading to understand what is protected by each policy. Read them carefully as soon as possible and contact us if you have any concerns about the extent of your cover.

### YOUR DUTY OF DISCLOSURE

Before you enter into an insurance contract, you have a duty to tell the insurer anything that you know, or could reasonably be expected to know, that may affect the insurer's decision to insure you and on what terms.

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

You do not need to tell the insurer anything that:

- reduces the risk they insure you for; or
- is common knowledge; or
- the insurer knows, or should know; or
- the insurer waives your duty to tell them about.

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

### ADDITIONAL DUTY NOT TO MAKE A MISREPRESENTATION (Applies to consumer insurance contracts only)

A consumer insurance contract (CIC) is a contract that is purchased for personal, domestic or household purposes.

You have a duty under the *Insurance Contracts Act 1984 (ICA)* to **take reasonable care not to make a misrepresentation to the insurer (your duty)**.

Your duty applies only in respect of a policy that is a consumer insurance contract, which is a term defined in the ICA. Your duty applies before you enter into the policy and also before you renew, extend, vary or reinstate the policy.

Before you do any of these things, you may be required to answer questions and the insurer will use the answers you provide in deciding whether to insure you, and anyone else to be insured under the policy, and on what terms. To ensure you meet your duty, your answers to the questions must be truthful, accurate and complete.

If you fail to meet your duty, the insurer may be able to cancel your contract, or reduce the amount it will pay if you make a claim, or both. If your failure is fraudulent, the insurer may be able to refuse to pay a claim and treat the contract as if it never existed.

### DUTY OF GOOD FAITH

Both parties to an insurance contract, the insurer and the insured, must act towards each other with the utmost good faith. If you fail to do so, the insurer can cancel your insurance. If the insurer fails to do so, you may be able to sue the insurer.

### AVERAGE OR CO-INSURANCE

Some policies contain an Average clause. This means that if you insure for less than the full value of the property, your claim may be reduced in proportion to the amount of the under-insurance. These clauses are also called "Co-Insurance" clauses.

### *A simple example is as follows:*

Full (Replacement) Value	\$1,000,000
Sum Insured	\$500,000

Therefore, you would be self-insured for 50% of the Full Value

Amount of Claim, say	\$100,000
----------------------	-----------

Amount payable by Insurers as a result of the application of Average/Co-Insurance (ie: 50%)	\$50,000
---------------------------------------------------------------------------------------------	----------

Some Business Interruption policies contain an Average/Co-insurance clause, but the calculation is different. Generally, the Rate of Gross Profit, Revenue or Rentals (as applicable) is applied to the Annual Turnover, Revenue or Rentals (as applicable) (after adjustment for business trends or other circumstances).

### CONTRACTS AND LEASES YOU SIGN

If you sign a contract with an indemnity, "hold harmless" or release, it can invalidate your insurance – unless you obtain the Insurer's consent in advance.

These clauses are often found in leases and other contracts you sign from time to time relating to your business. Do not sign a contract or lease without contacting us and/or taking legal advice as to whether the contract terms will prejudice your policy.

### Change or Alteration in Risk

It is our duty as brokers to give you sound professional advice, but that advice can only be sound and valid if we are kept properly informed of changes to your business, circumstances or products such as alteration of risk, changes in location, mergers and acquisitions or any new or changes

### Non-Renewable Insurance

Cover under your policies terminates on the date shown on our tax invoice or adjustment note.

While insurers will send renewal offers for most insurance policies, there are some which are not "renewable". For these, if you wish to effect similar insurance for a subsequent period, you will need to complete a further proposal form/declaration before the current policy expires so that we can seek terms of insurance and quotations on your behalf.

### Refund of Premium

If there is a refund or reduction of premium owed to you as a result of a cancellation or alteration to a policy, we will retain any broker fee we have charged you. CBN will retain any commission that was paid to them by the insurer for the policy and we may retain the portion of the commission that was paid to us by CBN. We may also charge you a cancellation fee.

### Cancellation of Policy or Deficient Cover Due to Non-Payment of Premium

We shall not be held responsible for the cancellation of your policy, a deficiency in cover, or the denial of a claim by your Insurer where you have not paid, or did not pay, any amount of premium due to us or your Insurer, or instalments to your premium financier.

### General

Many areas of insurance are complex, and some implications may not be evident to you. If there are **any** aspects of your insurances that you do not understand or you require further explanation, please contact us immediately.

#### **ADDITIONAL INSURED AND NOTING INTERESTS**

If a person is to be named on your policy or insured as a co-insured or joint insured, notify us immediately so we can request this in advance from the insurer. Your property and liability policies will not provide automatic cover for the insurable interest of other parties (e.g., mortgagees, lessors).

Check with us whether the insurer will include someone else as an insured or note their interests before you agree to this in a contract or lease. We cannot guarantee that an insurer will agree to include someone as an insured under your policy or to note their interests on your policy.

#### **CLAIMS OCCURRING POLICIES**

Most of your policies do not provide indemnity in respect of events that occurred before the insurance commenced. They cover events that occur during the policy period.

#### **CLAIMS MADE POLICIES**

Some policies (e.g. professional indemnity insurance) provide cover on a "claims made" basis. This means that claims first advised to you (or made against you) and reported to your insurer during the policy period are insured under that policy, irrespective of when the incident causing the claim occurred. If you become aware of circumstances which could give rise to a claim, notify the insurer during the policy period.

Report all incidents that may give rise to a claim against you to the insurers immediately after they come to your attention and before the policy expires.

#### **INSURER SOLVENCY**

We do not warrant or guarantee the current or ongoing solvency or financial viability of the insurer because we have no control over the insurer's performance, and this can be affected by many complex commercial and economic factors.

#### **UNAUTHORISED FOREIGN INSURERS**

In limited cases, we may recommend that you insure with an unauthorised foreign insurer. An unauthorised foreign insurer is an insurer that is not authorised under the Insurance Act 1973 (**Act**) to conduct insurance business in Australia and is not subject to the system of financial supervision of general insurers in Australia that is monitored by the Australian Prudential Regulation Authority.

#### **LEASING, HIRING AND BORROWING PROPERTY**

When you lease, hire or borrow property, make sure that the contract clearly identifies who is responsible for insuring the property.

Industrial Special Risks policies automatically cover property which you are responsible to insure, subject to the policy excess. Public liability insurance may assist you meet claims relating to property damage to property which you lease or hire. A sub-limit usually

If the insurer becomes insolvent, you will not be protected by the Federal Government's Financial Claims Scheme provided under Part VC of that Act.

#### **Non-Disclosure**

Policies which are not governed by the Insurance Contracts Act 1984 such as marine, (other than marine inland transit insurance and pleasure craft) and insurance required by statute such as Compulsory Third Party (CTP) motor vehicle insurance and workers compensation, the Insurer may be able to recover against the Insured in the event of misrepresentation, misstatement or non-disclosure.

If you are uncertain as to whether particular information is relevant to the insurer's decision to insure, please contact us and we can help you identify whether the information should be disclosed to the insurer on the application or upon renewal or variation of the insurance.

#### **GENERAL ADVICE WARNING**

This advice does not take into account your personal objectives, financial situation or needs. For this reason, before you act on this advice, you should consider the appropriateness of the advice having regard to your own objectives, financial situation and needs.

Insurers have created Target Market Determinations (TMDs) which set out the type of customer and risk the product is designed for. We can confirm that you fall within these criteria for this financial product. If you would like a copy of the TMD, please advise us so that we can make this available to you.

Before you make any decision about whether the policy is right for you, you should obtain and read the Product Disclosure Statement (PDS) for the policy.



# **Model rules for an owners corporation**

## **1. Health, safety and security**

### **1.1 Health, safety and security of lot owners, occupiers of lots and others**

A lot owner or occupier must not use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.

### **1.2 Storage of flammable liquids and other dangerous substances and materials**

(1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.

(2) This rule does not apply to—

- (a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
- (b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

### **1.3 Waste disposal**

An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.

## **2. Committees and sub-committees**

### **2.1 Functions, powers and reporting of committees and sub-committees**

A committee may appoint members to a sub committee without reference to the owners corporation.

## **3. Management and administration**

### **3.1 Metering of services and apportionment of costs of services**

(1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.

(2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

(3) Subrule (2) does not apply if the concession or rebate—

- (a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
- (b) is paid directly to the lot owner or occupier as a refund.

## **4. Use of common property**

### **4.1 Use of common property**

(1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.

- (2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.
- (3) An approval under subrule (2) may state a period for which the approval is granted.
- (4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- (5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

## **4.2 Vehicles and parking on common property**

An owner or occupier of a lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle—

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- (b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or
- (c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

## **4.3 Damage to common property**

- (1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
- (2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
- (3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
- (4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
- (5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

## **5. Lots**

### **5.1 Change of use of lots**

An owner or occupier of a lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the owners corporation.

#### **Example**

If the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes.

### **5.2 External appearance of lots**

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

### **5.3 Requiring notice to the owners corporation of renovations to lots**

An owner or occupier of a lot must notify the owners corporation when undertaking any renovations or other works that may affect the common property and/or other lot owners' or occupiers' enjoyment of the common property.

## **6. Behaviour of persons**

### **6.1 Behaviour of owners, occupiers and invitees on common property**

An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

### **6.2 Noise and other nuisance control**

- (1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.
- (2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

## **7. Dispute resolution**

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.
- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the *Owners Corporations Act 2006*.
- (8) This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.

# **Owners Corporation**

## **Statement of Advice and Information for Prospective Purchasers and Lot Owners**

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

OC 001 (02/18)

### **What is an Owners Corporation?**

The lot you are considering buying is part of an Owners Corporation. Whenever a plan of subdivision creates common property, an Owners Corporation is responsible for managing the common property. A purchaser of a lot that is part of an Owners Corporation automatically becomes a member of the Owners Corporation when the transfer of that lot to the purchaser has been registered with Land Victoria.

If you buy into an Owners Corporation, you will be purchasing not only the individual property, but also ownership of, and the right to use the common property as set out in the plan of subdivision. This common property may include driveways, stairs, paths, passages, lifts, lobbies, common garden areas and other facilities set up for use by owners and Occupiers. In order to identify the boundary between the individual lot you are purchasing (for which the owner is solely responsible) and the common property (for which all members of the Owners Corporation are responsible), you should closely inspect the plan of subdivision.

### **How are decisions made by an Owners Corporation?**

As an owner, you will be required to make financial contributions to the Owners Corporation, in particular for the repair, maintenance and management of the common property. Decisions as to the management of this common property will be the subject of collective decision making. Decisions as to these financial contributions, which may involve significant expenditure, will be decided by a vote.

### **Owners Corporation rules**

The Owners Corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, Occupiers or guests and grievance procedures.

You should look at the Owners Corporation rules to consider any restrictions imposed by the rules.

### **Lot entitlement and lot liability**

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of Owners Corporation expenses that each Lot Owner is required to pay.

Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

### **Further information**

If you are interested in finding out more about living in an Owners Corporation, you can contact Consumer Affairs Victoria. If you require further information about the particular Owners Corporation you are buying into you can inspect that Owners Corporation's information register.

### **Management of an Owners Corporation**

An Owners Corporation may be self-managed by the Lot Owners or professionally managed by an Owners Corporation Manager. If an Owners Corporation chooses to appoint a professional manager, it must be a Manager registered with the Business Licensing Authority (BLA).

**IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION OR THE DOCUMENTS YOU HAVE RECEIVED FROM THE OWNERS CORPORATION, YOU SHOULD SEEK EXPERT ADVISE.**



\*\*\*\* Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning \*\*\*\*

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

New Vogue Conveyancing C/- Triconvey2 (Reseller)  
135 King Street  
SYDNEY 2000  
AUSTRALIA

Client Reference: 710410

NO PROPOSALS. As at the 9th July 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

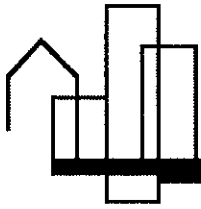
Unit 6 37 ELMHURST ROAD, BAYSWATER NORTH 3153  
CITY OF MAROONDAH

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 9th July 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 77368143 - 77368143094143 '710410'



## Section 137b - Owner Builder Defect Report

THIS REPORT IS VALID FOR 6 MONTHS FROM THE DATE OF REPORT

Re-inspection is required after the report expires.

6/37 Elmhurst Rd Bayswater North VIC 3153

Date of inspection: 11 July 2025

Date of report: 11 July 2025

Client: Celeste Smith

Prepared by: Tanya Grabnar  
(Registered Architect – 15406)  
0439 059 759

Weather conditions: Partly cloudy, cold and dry

Property information: Single storey brick veneer residential unit with a pitched tiled roof, a raised timber floor and aluminium framed windows and doors.



**Works constructed** as an owner builder within the last 6.5 years, as advised by the property owner includes:

- Ensuite renovation
- Construction of timber framed deck on concrete stumps with a timber framed verandah roof with colorbond roof sheeting

**Standard of workmanship** At the time of inspection, works appear to have been completed to a good standard with:

No	Defects	
Some	Incomplete Works	
No	Recycled Building Materials	(as detailed on the following pages)

### Documents Provided:

Building Permit: NO

Final Certificate: NO

Permit Drawings: NO

(A building permit was required for the deck and verandah roof)

Contact ASTA Building Consultants with any queries.

Significant trees within close proximity of the property at the time of inspection NO

The listed owner builder works have been inspected to give an indication of the standard of works, if they are incomplete or if any obvious rectification or maintenance is required at the time of inspection. Inspection is limited only to construction works listed above and general wear and tear has not been assessed. No assessment has been made on the electrical or plumbing installation as these are outside the scope of work of an owner builders report. This is not a pre-purchase building report, and a pre-purchase building inspection is recommended.

This report is not a guarantee against any defects or incomplete works.

This report is not for advising that all work complies with regulations, that should be done by a Building Surveyor's final certificate as part of the building permit process.

Areas not accessible: Foundations, footings, wall and floor substrates, tiling substrates, wall fixings, water proofing, water stops, roof exterior - part, verandah roof - part, decking subfloor - part, paint substrates

Obstructions and limitations: Ceiling linings, decking, fixed furniture – built in joinery, floor coverings, rugs, stored items, wall linings, lack of clearance – decking subfloor, shower screen and seals concealing water stops

Contact Buildsafe Insurance on 1300 763 016 to obtain warranty insurance where required.

## 1. DEFECTS

---

No defects were evident at the time of inspection.

## 2. INCOMPLETE WORKS

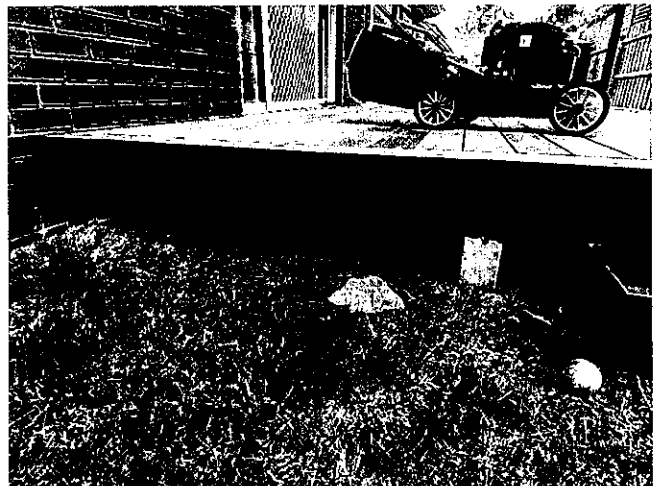
---

### 2.01

Location: Deck

Finding: At the time of inspection the following works were identified as being incomplete;

- Decking joists were left exposed along the edge of the deck
- Plinthboards were not installed to one area of the deck subfloor



## 3. RECYCLED BUILDING MATERIALS

---

No recycled building materials were evident at the time of inspection.

**DISCLAIMER**

- This report has been prepared to meet the requirements of Section 137b of the Building Act 1993 and is in no way to be considered a pre-purchase building inspection report. This report cannot be relied upon as evidence of the buildings suitability for purchase or to satisfy a contract of sale under the Sale of Land Act 1962.
- This report represents an opinion only on the condition and compliance of the owner builder works. An inspection conducted by a different individual on a different day would most likely result in a different opinion of the works. If the client does not agree with this report, they are under no obligation to use the report and may seek an alternative report.
- Where no building permit has been obtained by the owner, the level of structural compliance is not known and structural adequacy should be confirmed by a structural engineer. Where new structures are fixed into or on top of an existing structure, the structural adequacy of the connection and of the existing structure to carry additional load is unknown and should be confirmed by a structural engineer.
- The legal point of discharge could not be identified during inspection, hence the compliance of the stormwater discharge does not form part of this report.
- Care must be taken not to overload any external timber structure that people are likely to use, particularly where no building permit is in place for the structure.
- Due to obstructions and limitations at the time of inspection (including painted, lined surfaces and stored items), it could not be determined if dissimilar metals were used in the works. If dissimilar metals are present, accelerated deterioration of metal building materials could result.
- All gutters, including box gutters and gutters covered with gutter guards, need to be maintained and cleared of debris and leaf litter regularly in order to ensure appropriate performance and watertightness of the stormwater system.
- Where painting has been inspected, the preparation and substrate to all painting is not known, cannot be inspected and does not form part of this report and as such the performance of any paintwork cannot be assessed.
- If a mature tree was identified near the dwelling during inspection. Tree roots can cause movement and damage to buildings, so the building should be monitored regularly for signs of any movement or damage.
- Grout and flexible sealant to all wet areas should be monitored regularly and maintained as required to ensure appropriate performance and longevity of the wet area
- The method and compliance of waterproofing to wet areas cannot be determined by a visual inspection. The water proofing method is not assessed as part of this report.
- Where trims and/or shower frames are present in a bathroom renovation, water stops to wet areas could not be assessed for compliance with the Building Code of Australia by a visual inspection due to concealment.
- Where new wall and/or floor coverings have been installed, the condition of the substrate is unknown and is not part of this report.
- Where a new rangehood was installed, its make and model was not provided at the time of inspection and it was not vented to outside air, it could not be determined if it was a recirculating type of rangehood.
- Painting and loose floor finishes (carpet and floating floors) are not required as part of an owner builder 137b report and as such these works have not been assessed during inspection.
- Where extensions, new dwellings or a roof structure has been constructed, assessment was not made on the property's total permeable area or on the property's total built area and compliance with these regulations.
- Where a property is vacant, the amenities have not been used under normal conditions and moisture issues may not be evident or detectable at the time of inspection as a result.
- Any extension or new build has not been assessed for compliance against energy requirements, termite or bushfire requirements.
- If a garage or carport conversion to habitable areas has occurred, the construction of the concrete slab which was existing and its compliance with AS 2870, the energy compliance of the dwelling given the increase in habitable areas, if the new works were appropriately constructed in order to prevent timber pests or if the wall and ceiling framing were done in accordance with regulations could not be checked.



**TERMS AND CONDITIONS****Scope of the Report**

1. The scope of this report is strictly limited to works identified as having been undertaken by the owner-builder, as described in the drawings provided to ASTA Building Consultants (hereinafter referred to as "the Inspector") or as communicated by the Client (Vendor) acting as an owner-builder.
2. This report does **not** cover:
  - a. Parts of the building unrelated to the identified owner-builder works.
  - b. Works not disclosed to the Inspector by the owner-builder.
  - c. Existing or original parts of the structure or improvements that predate the owner-builder's involvement.
  - d. Maintenance or repair works involving replacement with similar materials (e.g., repainting or basic maintenance activities).
  - e. Non-structural works such as landscaping, fencing, retaining walls, or driveways, unless these are integral to the disclosed owner-builder works or otherwise require a building permit.
  - f. Wear and tear of the building works
3. Only the specific owner-builder works explicitly listed in this report and completed within the past 6.5 years have been assessed. Any other works or aspects of the property do not form part of this report.

**Disclaimer of Liability**

4. This report is prepared solely for the purposes of assessing the disclosed owner-builder works as of the date of inspection. It is provided based on a **reasonable visual inspection only** and under the weather conditions prevailing at the time of inspection.
5. **No warranty or guarantee:**
  - a. This report is not a guarantee or warranty that all faults, defects, or non-compliance issues have been identified.
  - b. This report is not an assurance that the inspected works are free of latent defects, faults, or deficiencies.
  - c. Any future issues, defects, or failures arising in the building are not covered by this report.
6. The Client (Vendor) is solely responsible for any defects, failures, or liabilities relating to the owner-builder works identified in this report.
7. The Inspector shall not be liable for:
  - a. Any undetected or concealed defects.
  - b. Defects or issues arising after the date of inspection due to normal wear and tear, inadequate maintenance, or structural degradation.
  - c. Any reliance by third parties on this report without prior written consent from ASTA Building Consultants.

**Inspection Limitations**

8. The inspection is non-invasive and limited to areas fully accessible and visible at the time of inspection. This includes, but is not limited to:
  - a. No structural components concealed by walls, floors, ceilings, or stored goods were examined.
  - b. No destructive testing was performed.
  - c. No removal or disturbance of materials, fixtures, or fittings was undertaken.
9. Inspections of the following elements are specifically excluded or limited:
  - a. Roof spaces, subfloors, and inaccessible areas beyond what can reasonably be accessed through manholes or other standard entry points using a ladder of up to 3.6 metres.
  - b. Plumbing, gas appliances, and electrical systems, which must be inspected by licensed professionals.
  - c. Pest activity (e.g., termites or borers), which requires assessment by a licensed pest inspector.
  - d. Asbestos or other hazardous materials, which require investigation by a qualified specialist.
  - e. Flood risk, soil contamination, or foundation integrity, which should be independently verified by engineering or geotechnical professionals.
10. Observations made regarding any systems or areas not within the Inspector's expertise, including electrical, plumbing, and gas systems, are provided as general opinions and do not constitute professional certification.

**Limitations of Assessment**

11. The report does not address defects or compliance with permits, regulations, or statutory requirements, including but not limited to:
  - a. Compliance with building permits or final inspections conducted by a relevant building surveyor.
  - b. Alterations or modifications to the building not disclosed to the Inspector.
  - c. Minor maintenance issues such as cosmetic flaws, minor cracking, or operational issues with doors or windows caused by normal settling or shrinkage.
12. This report reflects the condition of the property as of the date of inspection. It does not guarantee against future deterioration, defects arising from inadequate maintenance, or failures due to external factors, including extreme weather events.

**Indemnity and Third-Party Use**

13. This report is prepared for the sole use of the Client (Vendor). Any unauthorised distribution, reliance, or use of the report by third parties is prohibited. The Client agrees to:
  - a. Indemnify ASTA Building Consultants against any claims, losses, or liabilities arising from unauthorised use of this report.
  - b. Ensure that prospective buyers or third parties relying on the report acknowledge its limitations and disclaimers.
14. If this report is provided to third parties (e.g., buyers) under legislative requirements, such provision shall not constitute a waiver of the limitations or indemnities contained herein.
15. No responsibility is accepted to any third party.

**Validity**

16. This report remains valid for six months from the date of inspection. Building conditions and circumstances may change, necessitating a re-inspection.
17. The Inspector accepts no liability for defects or changes arising after the date of inspection or for reports relied upon beyond the stated validity period.

**General Provisions**

18. Any disputes regarding the content or interpretation of this report must be raised in writing within 14 days of receipt of the report.
19. This report is copyright-protected and remains the intellectual property of ASTA Building Consultants. Unauthorised reproduction or distribution is strictly prohibited.
20. By using this report, the Client acknowledges and agrees to these terms and conditions.

**Additional Terms and Recommendations**

21. This report is conditional upon the accuracy and completeness of information provided by the Client (Vendor) or their agents. Concealed defects or incomplete disclosure may limit its accuracy.
22. Moisture or water penetration issues are dependent on weather conditions at the time of inspection. We recommend monitoring affected areas over time and conducting detailed waterproofing assessments where necessary.
23. We strongly recommend special-purpose inspections for elements outside the scope of this report, including but not limited to:
  1. Waterproofing in wet areas.
  2. Electrical, plumbing, and gas systems.
  3. Load-bearing timber structures such as balconies and decks.
  4. Asbestos or hazardous materials, especially in properties built before 1988.

End of Report