

VENDORS STATEMENT TO THE PURCHASER OF REAL ESTATE

VENDOR LAND BEING SOLD	Darren Glen Holden That part of the land which is presently fenced and/or occupied by the Seller and contained only within the land described in
STREET ADDRESS	Certificate of Title Volume: 9416 Folio: 612 and known as Unit 1, 15 Marland Road, Boronia VIC 3155

IMPORTANT NOTICES TO PURCHASERS

<u>MATTERS RELATING TO LAND USE</u> - Information concerning any easement, covenant, charge or other similar restriction affecting the property (registered or unregistered) if any are set out in the documents attached.

- a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered) is contained in the attached documents, where applicable.
- b) Particulars of any existing failure to comply with their terms are:- None to the Vendor's knowledge

However please note that underground electricity cables, sewers or drains may be laid outside registered easements without the vendor's knowledge.

There is access to the property by road.

The land **is not** in a bushfire prone area.

The purchaser should make their own enquiries about whether structures are constructed over easements prior to signing as the property is sold subject to all easements, encumbrances, covenants, leases and restrictions (if any) and the purchaser, in signing this vendors statement acknowledges they shall make no claim or requisition regarding these matters.

Any mortgage (whether registered or unregistered) shall be discharged (unless otherwise agreed between the parties in the contract of sale) before the purchaser becomes entitled to possession or the rents and profits of the property

Information concerning any planning instrument -

Name of planning scheme :	Knox City Council Planning Scheme
The responsible authority is:	Knox City Council
Zoning and/or Reservation:	Refer to attached Planning Report
Name of Planning overlay:	Refer to attached Planning Report

The property is sold subject to the restrictions contained in the planning scheme, regulations, any order or legislation and the purchaser shall not be entitled to make any objection to the vendor, nor seek compensation from the vendor regarding these restrictions.

Where the property is outside the metropolitan area (as defined in the *Sale of Land Act 1962 (Vic)*) the planning instrument may or may not prohibit the construction of a dwelling house on the property. The purchaser should conduct appropriate inquiries prior to committing to buy.

The property may be in an area which is subject to special overlays which control subdivisions, building heights, environmental, wildfire management, significant landscape, design and development, heritage and vegetation issues. The purchaser should conduct appropriate inquiries prior to committing to buy.

Proposed Planning Scheme Amendments – this property may be subject to Planning Scheme Amendments proposed by the Responsible Authority. The purchaser should conduct appropriate inquiries prior to committing to buy.

The property may be inside or outside the Urban Growth Boundary Ministerial Direction No 10. The Urban Growth Boundary may or may not apply to this property. The purchaser should conduct their own inquiries prior to committing to buy.

FINANCIAL MATTERS IN RESPECT OF THE LAND- Information concerning the amount of annual rates, taxes, charges and other similar outgoings affecting the property and interest (if any) payable thereon (including any Owners Corporation Charges and Interest) are contained in the attached certificates;

- 1. Knox City Council
- 2. South East Water
- 3. Owners Corporation Insurance

There are no amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge, which are not included in items above. Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:

- 1. Owners Corporation (if applicable) special levies
- 2. Land Tax if the property is not exempt as your principal place of residence
- 3. Annual increases in all outgoings if you purchase this property in the next rating period after this vendors statement was prepared.

The particulars of any Charge (whether registered or not) over the property imposed by or under any Act to secure an amount due under that Act are as follows: **Nil**

Commercial and Industrial Property Tax Reform Act 2004 (Vic) (CIPT Act)

a) The Australian Valuati Classification Code (within of the CIPT Act) most rece to the land is set out in Municipal rates notice clearance certificate or is a	the meaning ently allocated the attached or property	AVPCNo. 120 – Unit Freestanding
b) Is the land tax reform sche the meaning of the CIPT A		NO
c) If the land is a tax reform within the meaning of the entry date within the me CIPT Act is set out in Municipal Rates Notice Clearance Certificate or is	CIPT Act, the eaning of the the attached or Property	Not applicable

NON- CONNECTED SERVICES – The following services are not connected to the land: Not applicable

Purchasers should check with the appropriate authorities as to the availability of, and the cost of providing, any essential services not connected to the land. Unless you contact the supplying authority and take over the existing service, the services above will be disconnected on or before settlement and it will your responsibility to pay all costs to transfer or reconnect the services you require.

INFORMATION RELATING TO ANY OWNERS CORPORATION- The land is affected by an Owners Corporation, and a copy of the current Owners Corporation Certificate and documents required to accompany the Owners Corporation Certificate under section 151(4)(b) of the act are attached.

<u>MATERIAL FACTS</u> - In accordance with Section 12(d) of the Sale of Land Act 1962 the Vendor discloses the following material facts: Not applicable.

EVIDENCE OF TITLE- Attached are copies of the following document/s concerning Title:

- (a) In the case of land under the Transfer of Land Act 1958, a copy of the Register Search Statement and the document, or part of the document, referred to as the diagram location in the Register Search Statement that identifies the land and its location;
- (b) In any other case, evidence of the vendor's authority to sell (where the vendor is not the registered proprietor of the land)
- (c) In the case of land that is subject to a subdivision-
 - I. If the plan of subdivision has not been registered, a copy of the plan of subdivision which has been certified by the relevant municipal council; or
 - II. If the plan of subdivision has not yet been certified, a copy of the latest version of the plan;
- (d) In the case of land that is part of a staged subdivision within the meaning of Section 37 of the Subdivision Act 1988-
 - I. If the land is in the second or a subsequent stage, a copy of the plan for the first stage; and
 - II. Details of any requirements in a statement of compliance relating to the stage in which the land is included that have not been complied with; and
 - III. Details of any proposals relating to subsequent stages that are known to the vendor; and
 - IV. A statement of the contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision
- (e) In the case of land that is subject to a subdivision and in respect of which a further plan within the meaning of the Subdivision Act 1988 is proposed-
 - I. If the later plan has not been registered, a copy of the plan which has been certified by the relevant municipal council; or
 - II. If the later plan has not yet been certified, a copy of the latest version of the plan

<u>BUILDING PERMITS</u>- Particulars of any building permit issued in the past seven years under the Building Act 1993 (where the property includes a residence): - No such building permit has been granted to the Vendor's knowledge.

INSURANCE DETAILS IN RESPECT OF THE LAND- The contract provides that the land remains at the risk of the vendor before the purchaser is entitled to possession or receipts of rents and profits.

If there is a residence on the land which was constructed within the preceding 6 years by the vendor as an owner builder and which section 137B of the Building Act 1993 applies to the residence the required insurance details are attached.

The vendor makes no representations that the building and structures comply with all relevant statutes and local regulations. It is the purchaser's responsibility to make their own enquiries before entering in to a contract of sale to ensure they comply and shall not be entitled to make any objection, claim any compensation or require the vendor to perform any act due to a failure for the structures to comply with any regulation. **NOTICES MADE IN RESPECT OF LAND**- 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 that the vendor might reasonably be expected to have knowledge are contained in certificates herein if applicable.

Whether there are any notices, property management plans, reports or order 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 are contained in certificates herein if applicable.

Whether there are any notices pursuant to Section 6 of the Land Acquisition and Compensation Act 1986 are contained in certificates herein if applicable.

VENDOR'S STATEMENT- I confirm that this statement has been prepared solely in accordance with my instructions and from the information and documents provided or approved by me and are true and correct. I understand that this statement is only current until any of the details contained herein change and will not hold Core Conveyancing Vic responsible if it is not updated or if it is used by any real estate agent other than those it is first forwarded to by Core Conveyancing Vic.

I have read the statement and its attachments and accept sole responsibility for the accuracy of the information contained herein or omissions made. I will keep the property and all improvements thereon full insured until the final settlement of this matter.

I certify that, other than those contained in this statement and its attachments, I am not aware of any:

- variation between the land occupied by me and the land described in the certificate/s of title

(including the occupation of adjacent land which is not being sold herein) or any other rights over

the land (such as a right of way)

- any proposal in relation to any other property which may affect the land being sold
- any failure to comply with a planning or building regulations or permit (including the failure to obtain

a permit)

- the property being affected any flooding, landslip or other environmental issues
- any latent defects

DATE OF THIS STATEMENT	DAY OF	2025
Signature of Vendor		
Ū	Darren Glen Holden	

PURCHASER'S ACKNOWLEDGEMENTS-

The purchaser hereby acknowledges that they received a copy of this vendors statement executed by the vendor prior to entering in to any contract of sale. The Purchaser also acknowledges that the information herein is provided solely by the vendor and that no statement or representation contained herein are made by Core Conveyancing Vic as to anything in relation to the property. The purchaser agrees that if they require an updated owners corporation certificate they will apply and pay for the certificate or information.

DATE OF ACKNOWLEDGMEN	Т	DAY OF	2025
Signature of Purchaser			
Signature of Purchaser			



P.O Box 308, Mount Evelyn 3796 P: 03 9736 1445 E: <u>info@corecv.com.au</u>

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information. The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging. REGISTER SEARCH STATEMENT (Title Search) Transfer of Land Act 1958 _____ VOLUME 09416 FOLIO 612 Security no : 124124739414J Produced 23/05/2025 05:18 PM LAND DESCRIPTION _____ Lot 1 on Registered Plan of Strata Subdivision 016175. PARENT TITLE Volume 08661 Folio 473 REGISTERED PROPRIETOR _____ Estate Fee Simple Sole Proprietor DARREN GLEN HOLDEN of UNIT 1 15 MARLAND ROAD BORONIA VIC 3155 AG693878H 15/08/2009 ENCUMBRANCES, CAVEATS AND NOTICES _____ MORTGAGE AG693879F 15/08/2009 COMMONWEALTH BANK OF AUSTRALIA Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 or Section 12 Strata Titles Act 1967 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below. DIAGRAM LOCATION _____ SEE RP016175 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 1 15 MARLAND ROAD BORONIA VIC 3155 ADMINISTRATIVE NOTICES _____ NIL eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA Effective from 23/10/2016 OWNERS CORPORATIONS _____ The land in this folio is affected by OWNERS CORPORATION PLAN NO. RP016175 DOCUMENT END

Delivered from the LANDATA® System by InfoTrack Pty Ltd.

The information supplied by Triconvey (Reseller) has been obtained from InfoTrack Pty Limited by agreement between them. The information supplied has been obtained by InfoTrack Pty Limited

who is licensed by the State of Victoria to provide this information via LANDATA® System.

Delivered by LANDATA®, limestamp 23/05/2025 17:19 Page 1 of 2. © 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. 5472890 PLAN OF STRATA SUBDIVISION ibed in Certificate of Title THE PARCEL - The whole of REGISTERED being part of Parish of Volume 8661 Crown ALLOTMENT 67 Folio 473 ÷. County of MORNINGTON SCORESBY POSTAL ADDRESS OF BUILDINGS - ± مالا ل 15 TIME 27.5.81 2\u**B** 8.55 T.R.D. FOR CURRENT ADDRESS FOR SERVICE OF NOTICE SEE OWNERS CORPORATION SEARCH REPORT VICTOR PARCELS INDEX SCORESBY 22 2.13 DAO MARLAND 241.10 513 213 B4° 13' 25.52 ^{4VENUE} 7.62 7 AMY 16-5-81 -BERT ũ 354 $\vec{\mathbf{v}}$ THE LAND SHOWN HATCHED THUS DIDY IS A DRAINAGE EASEMENT ENCUMBERED ᆏ VIDE LA 1918. PART OF EACH OF UNIT 3 AND THE COMMON PROPERTY IS AFFECTED BY THE ABOVE ROAD ENCUMBRANCE. 264° 13' 27.61 SCALE 10 20 10 \cap LENGTHS ARE IN METRES Diagram showing the external boundaries of the site and the location in relation thereto at ground level of all buildings in the parcel. SEAL OF MUNICIPALITY AND SURVEYOR'S CERTIFICATE I, KEVIN J. BARGE OF 88 BORONIA ROAD BORONIA ENDORSEMENT Sealed pursuant to Section 6 (i). a surveyor licensed under the Land Surveyors Act 1958 certify that this plan and any measurements on which it is based Strata Title Act have been made by me or under my personal direction and supervision; that the standard of accuracy of any measurements made to determine the external boundaries of the site complies with the requirements of and under the Land Surveyors Act 1958; that the plan accurately represents as at The Common Seal of the Mayor, Councillors and Cithzens of the City of Knox is hereto in the manner required by or under the Strata Titles Act .day of 1967 and by or under the Land Surveyors Act 1958; and attixed this 1980 within the limitations of the scale used and the standard of accuracy required, the boundaries of the units and the locain the presence of tion at ground level of all buildings in the parcel in relation ไดงกะ to the external boundaries of the site; and that all units are to the example within the parcel. omcillor Date 26 2 81 Town Clerk _ . . _ . CITY OF KNOX SHEET 1 OF 2 SHEETS FIL NO. 605/67 · CREEFICLD PTV 18 OWNER MR.J. CORDINATION J. BARGE & ASSOC. REF. Nº 934 BORONIA ROAD BORONIA PH. 762 4444 68

. . . .

Carlos and

and and a second se

	SCHEDULE OF UNIT ENTITLEMENT AND UNIT LIABILITY
	FOR CURRENT OWNERS CORPORATION DETAILS SEE OWNERS CORPORATION SEARCH REPORT
	t ECENID
	LEGEND I. THE BUILDINGS IN THE PARCEL PARTS OF WHICH ARE CONTAINED IN UNITS 1,2 AND 3 ARE SINGLE STOREY BUILDINGS.
	THE LOWER BOUNDARY OF EACH OF UNITS 1,2 AND 3 IS THAT PART OF THE SITE WHICH LIES WITHIN THE VERTICAL OR NEAR VERTICAL BOUNDARIES OF THE RELEVANT UNIT AS SHOWN IN THE DIAGRAM HEREUNDER.
	THE UPPER BOUNDARY OF EACH OF UNITS 1, 2 AND 3 IS 8 METRES ABOVE ITS LOWER BOUNDARY.
	2 NO UNIT ON THIS PLAN IS AN ACCESSORY UNIT.
	3. THE COMMON PROPERTY IS ALL THE LAND IN THE PARCEL EXCEPT THE LAND CONTAINED IN UNITS 1, 2 AND 3.
	MARLAND ROAD
	84° 12
•	
	SCALE SH ⁺ LC SH ⁺ LC SCALE Z SCALE SC
•	
:	
	SOUTH BOUNDARY OF SITE
	1
· · · · · · · · · · · · · · · · · · ·	herrin J. Gauge.
	LICENSED SURVEYOR SHEET 2 OF 2 SHEETS
;	KEVIN J. BARGE & ASSOC. REF. Nº. 934

88 BORONIA RD. BORONIA PH.7624444



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: 23/05/2025 05:18:50 PM

OWNERS CORPORATION PLAN NO. RP016175

The land in RP016175 is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation: Common Property, Lots 1 - 3.

Limitations on Owners Corporation: Unlimited

Postal Address for Services of Notices:

15 MARLAND ROAD BORONIA VIC 3155

RP016175 27/05/1981

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	0	0
Lot 1	200	200
Lot 2	200	200
Lot 3	300	300
Total	700.00	700.00

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.





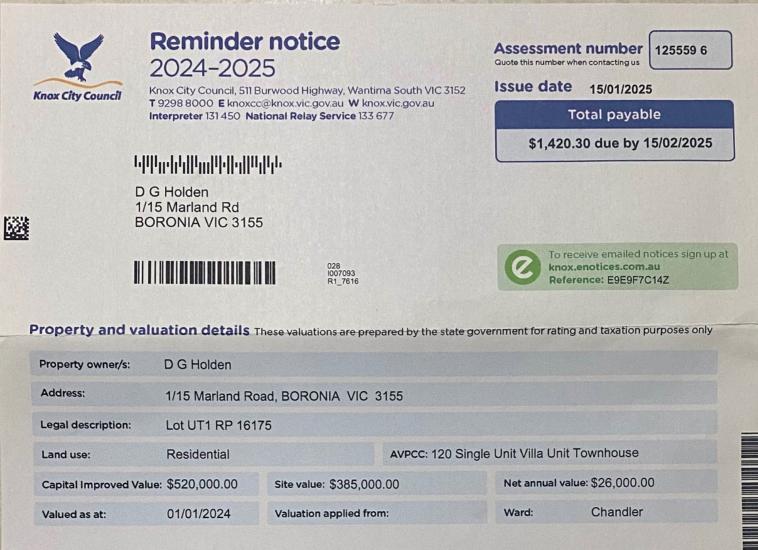
Owners Corporation Search Report

Produced: 23/05/2025 05:18:50 PM

OWNERS CORPORATION PLAN NO. RP016175

Statement End.



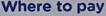


Please disregard this reminder notice if you have paid in full or have a current arrangement to pay over time.

If you are experiencing difficulties and will not be able to pay the total payable as shown above by 15 February 2025, please call us on 9298 8000 to discuss a suitable payment arrangement or apply online at https://www.knox.vic.gov.au/our-services/rates/rates-payment-assistance.

Any balance that remains unpaid after 15 February 2025 is liable to interest at 10% p.a. in accordance with section 172 of the Local Government Act 1989.

Payment and changes made after 2 January 2025 are not included in this notice.





Visa or Mastercard

(0.4% surcharge added) Call: 1300 668 153 Visit: www.knox.vic.gov.au/rates Scan: QR code

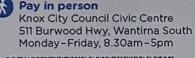


Direct Debit

(0.4% surcharge added for credit cards) Pay from a bank account or credit card. Register at www.knox.vic.gov.au/rates or scan the QR code. Cancel at any time.

BPAY® Online or phone banking Biller Code: 18077 Ref: 1255596 BPAY View® Registration No: 1255596

Post Billpay In store at any Post Office







Knox City Council - 511 Burwood Hwy, Wantima Sth, VIC, 3152. Make cheques out to Knox City Council. Write your assessment number on the back.





INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

R. Corless Pty Ltd E-mail: info@corecv.com.au

Statement for property: FLAT 1 LOT 1 15 MARLAND ROAD BORONIA 3155 1 RP 16175

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
56K//17418/32	25/3741 Holden	23 MAY 2025	49394985

1. Statement of Fees Imposed

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

01/04/2025 to 30/06/2025	\$21.79
01/04/2025 to 30/06/2025	\$30.52
01/04/2025 to 30/06/2025	\$22.58
01/04/2025 to 30/06/2025	\$98.05
	\$172.94
	\$172.94
OTAL UNPAID BALANCE	\$0.00
	01/04/2025 to 30/06/2025 01/04/2025 to 30/06/2025 01/04/2025 to 30/06/2025

The meter at the property was last read on 07/04/2025. Fees accrued since that date may be estimated by reference to the following historical information about the property:

Water Usage Charge

\$3.60 per day

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

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

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

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

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

AUTHORISED OFFICER:

LARA SALEMBIER GENERAL MANAGER CUSTOMER EXPERIENCE

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



INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

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

2. Encumbrance Summary

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

To assist in identifying if the property is connected to South East Waters sewerage system, connected by a shared, combined or encroaching drain, it is recommended you request a copy of the Property Sewerage Plan. A copy of the Property Sewerage Plan may be obtained for a fee at www.southeastwater.com.au Part of the Property Sewerage Branch servicing the property may legally be the property owners responsibility to maintain not South East Waters. Refer to Section 11 of South East Waters Customer Charter to determine if this is the case. A copy of the Customer Charter can be found at www.southeastwater.com.au. When working in proximity of drains, care must be taken to prevent infiltration of foreign material and or ground water into South East Waters sewerage system. Any costs associated with rectification works will be charged to the property owner.

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.

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

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

AUTHORISED OFFICER:

LARA SALEMBIER GENERAL MANAGER CUSTOMER EXPERIENCE

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



INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

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

Important Warnings

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

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

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

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

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

3. Disclaimer

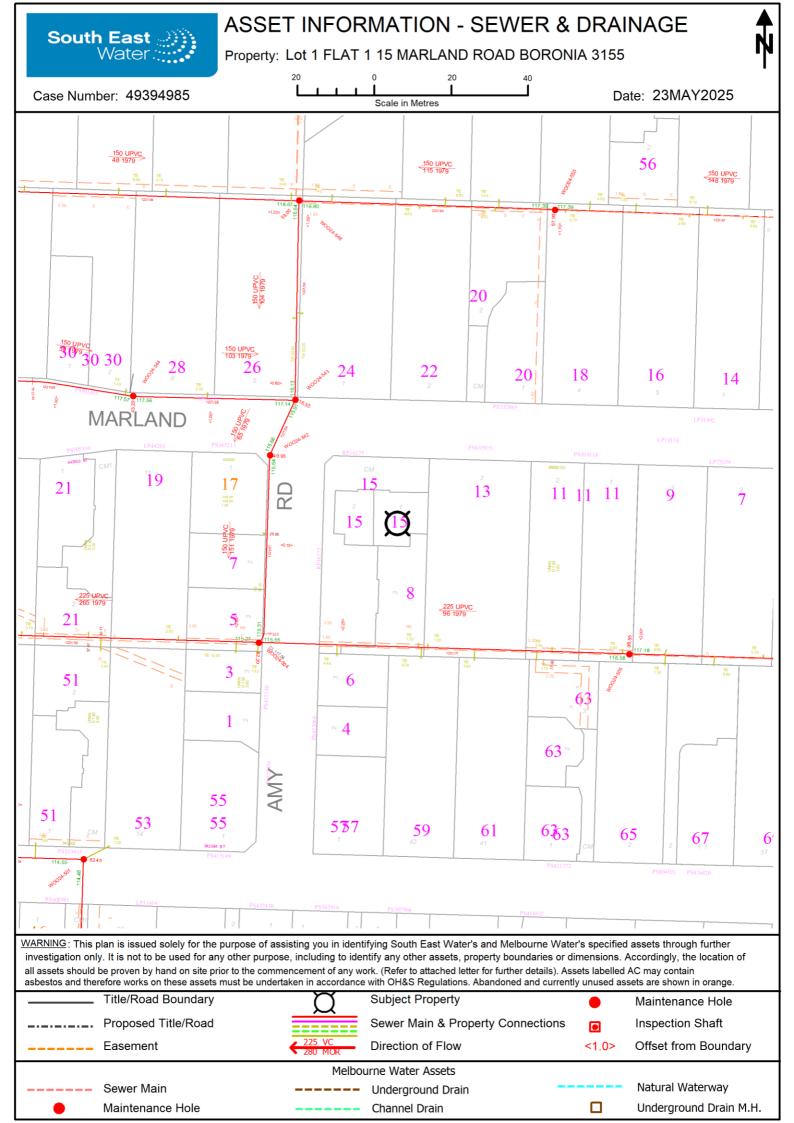
This Statement does not contain all the information about the property that a prospective purchaser may wish to know. Accordingly, appropriate enquiries should be made of other sources and information.

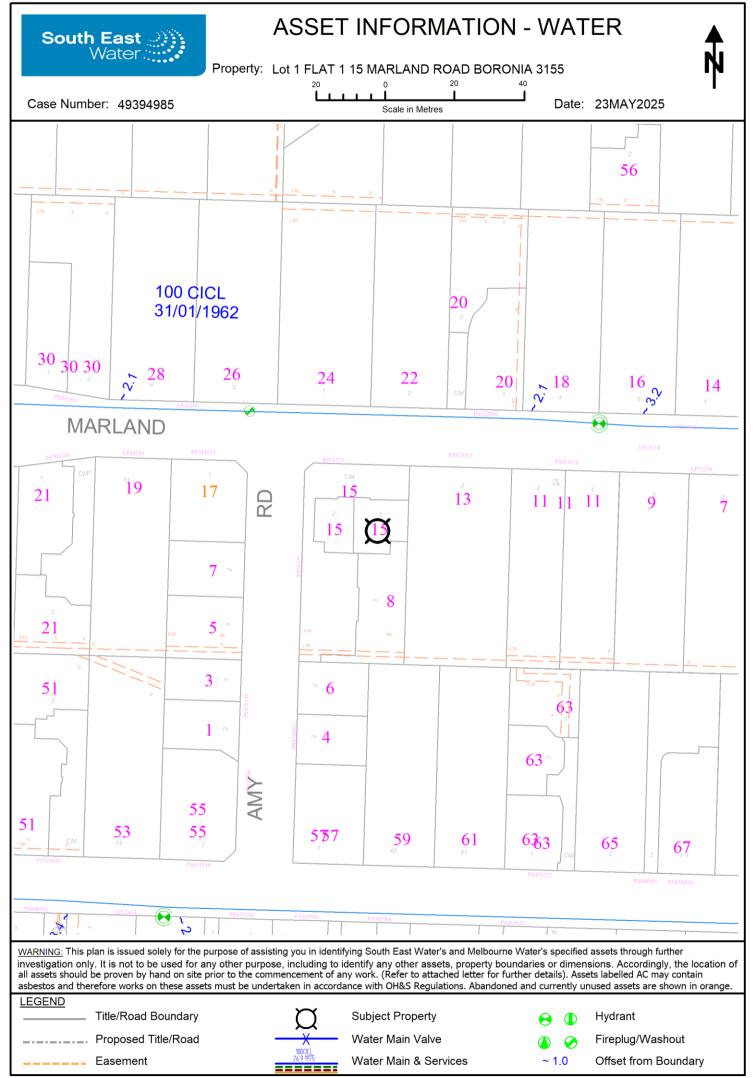
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian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

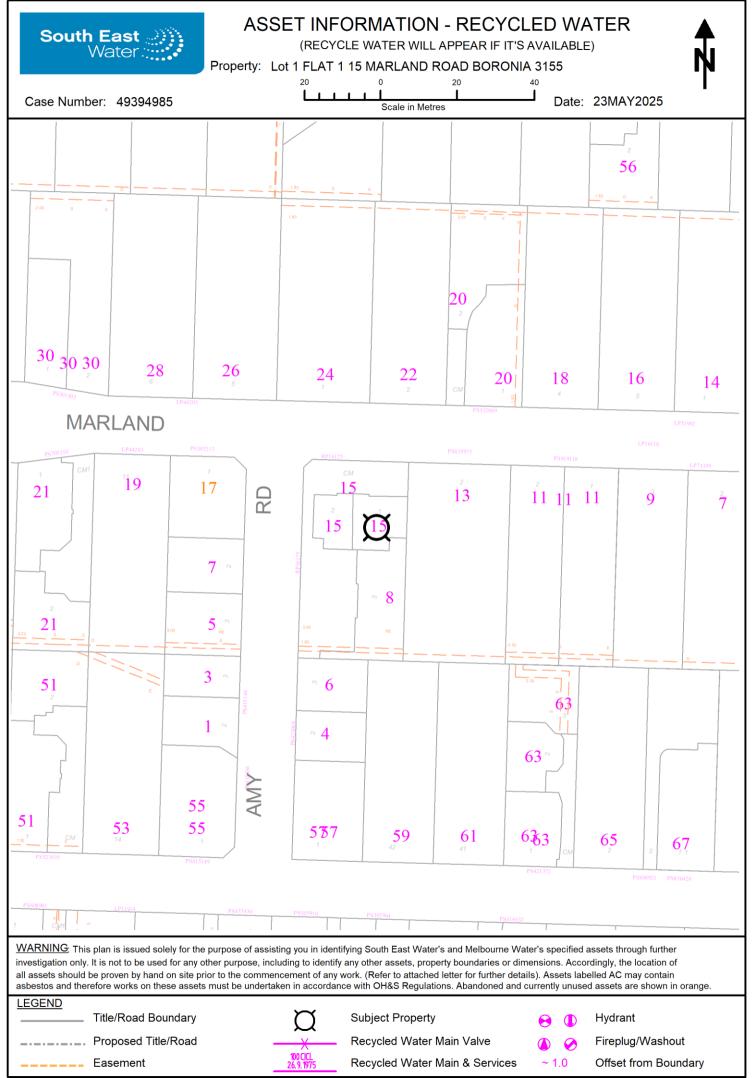
AUTHORISED OFFICER:

LARA SALEMBIER GENERAL MANAGER CUSTOMER EXPERIENCE

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







OWNERS CORPORATION CERTIFICATE

Owners Corporations Act 2006 – Section 151 and Owners Corporations Regulations 2007 – Regulation 11 and 12

Under Section 151(3) of the Act, the owners corporation must issue an owners corporation certificate within 10 business days after it receives an application.

Reference No. CCV25/3741

This Certificate is issued for: Lot 1 on Owners Corporation

Plan No. 16175

Property located at: Unit 1, 15 Marland Road, Boronia VIC 3155

Under Owners Corporations Regulations 2007 – Regulation 11 – Prescribed information for the purposes of section 151(4)(a) of the Owners Corporation Act, all of which must be included in this Owners Corporation Certificate is:

- (a) The current fees for the lot for each quarter or annually or other period, are:\$ 620.39 annually
- (b) The date up to which the fees for the lot have been paid, is:25 May 2026
- (c) The total of any unpaid fees or charges for the lot, is: Nil
- (d) Any special fees or levies which have been struck, and the dates on which they were struck and are payable, are: Not applicable
- (e) Any repairs, maintenance or other work which has been or is about to be performed which may incur additional charges to those set out in paragraphs (a) to (d), is: Not applicable
- (f) In relation to the owners corporation's insurance cover— As attached
- (g) If the owners corporation has resolved that the members may arrange their own insurance under section 63 of the Act, the date of this resolution, is:
 Not applicable
- (h) The total funds held by the owners corporation, is: Not applicable

- Whether the owners corporation has any liabilities (in addition to any such liabilities specified in paragraphs (a) to (d)) and, if so, the details of those liabilities: Not applicable
- (j) Details of any current contracts, leases, licences or agreements affecting the common property: Not applicable
- (k) Details of any current agreements to provide services to lot owners, occupiers or the public: Not applicable
- Details of any notices or orders served on the owners corporation in the last 12 months that have not been satisfied:
 Not applicable
- (m) Details of 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:
 Not applicable
- (n) Whether the owners corporation has appointed, or has resolved to appoint, a manager and, if so, the name and address of the manager: Not applicable
- (o) Whether an administrator has been appointed for the owners corporation, or whether there has been a proposal for the appointment of an administrator: Not applicable
- (p) The minutes of the most recent annual general meeting of the owners corporation. Not applicable

- A copy of the rules, or, if the rules have been amended the consolidated rules of the owners corporation as recorded on the Register; and
- (ii) A statement in the prescribed form providing advice and information to prospective purchasers and lot owners; and

A statement in the prescribed form required by subsection (ii) is included at Page 5.

- (iii) A copy of all resolutions made at the last annual general meeting of the owners corporation; and
- (iv) Any other documents of a prescribed kind; and
- A statement advising that further information on prescribed matters can be obtained by inspection of the owners corporation register.

This Owners Corporation Certificate was prepar	(DATE)	
(SIGNATURE)	Rebecca Corless	(PRINT NAME)
NAME of Management Company (if relevant) as	delegate of the owners corpora	ation.
THE COMMON SEAL of OWNERS CORPORATION NO. «PptyDtlsPlan1PlanNumber» was affixed in accordance with section 20 of the Owners Corporations Act 2006 and in the presence of:	Affix Common Seal here	
Signature of Lot Owner	Print Name	
Signature of Lot Owner	Print Name	

STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

Under Owners Corporations Regulations 2007 – Regulation 12 – the Prescribed Statement set out below, for the purposes of section 151(4)(b)(ii) of the Act, is to accompany the owners corporation certificate. The Prescribed Statement is:

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 ANY DOCUMENTS YOU HAVE RECEIVED IN RELATION TO THE OWNERS CORPORATION YOU SHOULD SEEK EXPERT ADVICE.

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 Management and administration

2.1 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.

3 Use of common property

3.1 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 his or her 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 sub rule (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.

3.2 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.

3.3 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.

4 Lots

4.1 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 Behaviour of persons

5.1 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.

5.2 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.

6 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 his or her behalf at the meeting.

(7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her 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 PLAN NO. RP 16175 15 MARLAND ROAD BORONIA VIC 3155

Policy Invitation Flexible Residential Strata Plan Insurance

Policy Number	HS 0006107186
Quote Version Number	1
Invitation Valid Until	25/05/2025
Policy Wording	FLEXIBLE RESIDENTIAL STRATA PLAN INSURANCE AX0001 0724
Insurer(s)	certain underwriters at Lloyd's
UMR	BI123024FLE1451
The Insured	OWNERS CORPORATION PLAN NO. RP 16175
Situation	15 MARLAND ROAD BORONIA VIC 3155
Period of Insurance	25/05/2025 to 25/05/2026 at 4:00pm

Cover Selected

Sum Insured

Section 1	Insured Property Building Common Area Contents Loss of Rent & Temporary Accommodation (total payable)	\$679,072 \$0 \$101,860
Section 2	Liability to Others	\$20,000,000
Section 3	Voluntary Workers	Not Selected
Section 4	Fidelity Guarantee	Not Selected
Section 5	Office Bearers' Legal Liability	Not Selected
Section 6	Machinery Breakdown	Not Selected
Section 7	Catastrophe Insurance	Not Selected
Section 8	Government Audit Costs, Appeal Expenses and Legal Defence Expenses	Not Selected
Section 9	Lot Owners' Fixtures and Improvements (per lot)	Not Selected

Flood Cover is included.

Other than as set out above, the terms, conditions, exclusions and limitations contained in Your Policy remain unaltered.



Flex+ Optional Benefits

Not Selected

Excesses Section 1	Insured Property Water Damage	Amount \$1,000 \$2,500
Section 2	Liability to Others	\$1,000
Other success as	uchla and charus in the Daliau Manding	

Other excesses payable are shown in the Policy Wording.

Premium

Base Premium Levies	\$1,631.62 \$0.00
GST	\$178.17
Stamp Duty	\$179.48
Admin Fee	\$150.00
Total Payable	\$2,139.27

Total Payable

Date of Issue 12/05/2025

Refer to Important Information for Excess descriptions and confirmation of cover. Please refer to Product Disclosure Statement and Policy Wording AX 0001 0724 for further terms and conditions that apply.

We confirm our Policy invitation to renew, subject to the following conditions and important information. If You would like to accept this invitation, please refer to Your payment options on the Tax Invoice.

Conditions of this Invitation

This Policy invitation is based on the following. If any of these are incorrect, please contact us as it may affect the Policy invitation and the terms and conditions on which we will provide insurance cover.

- 1. The proposed Insured (either alone or jointly with any other person or entity) has not had any previous insurance declined, renewal refused, cancelled or special terms or conditions applied to any application, renewal or Policy.
- 2. The Policy invitation is based on the claims history you provided in your initial quotation request and your history with us. No claims or incidents have occurred to your knowledge or the knowledge of the insured that have not yet been notified to us.
- 3. No changes to the Description of Occupancies have occurred since your initial quotation request.
- 4. We may disclose the information which you have provided to us in your quotation request and generally to our related body corporates, namely CHU Underwriting Agencies Pty Ltd (ABN 19 000 580 070, AFSL no 243261) not only in relation to the insurance product the subject of this quotation but also in relation to insurance products offered to you by our related body corporates.
- 5. By accepting this quotation, you are consenting to these conditions.



What You told US Flexible Residential Strata Plan Insurance

DARREN DIRECT CLIENT

thedazlerholden@gmail.com

0425 758 882

About You

Name
Phone
Email

Owners

Owners Corporation Plan No.RP 16175Address15 MARLAND ROAD BORONIA VIC 3155Managed by Strata Company?NoOwners Corporation TypeOwners Corporation

Building Details

Lot/Unit Wall Coverings Yes 1984 **Original Year Built** Number of Lots 3 Number of Floors 1 Number of Basements 0 More than 20% of building used for commercial purposes? No **Known Defects?** No **External Walls** Brick Veneer/Cement Roof Tiles - Terracotta/Clay Floors Concrete **EPS/Sandwich panels** 0% Number of lifts 0 Number of pools/spas 0 Playground No Jetty, Wharf, Pontoon or Marina No Lake, Pond or Waterway No Public Gym No Ground Floor Occupancy Residential Fully Occupied? Yes Aluminium Composite Panels (ACP) No

Building Fire Protection

Fire Extinguishers	No
Fire Hydrants or Hose Reels	No
Automatic Fire Alarm	No
Sprinklers	No sprinklers

Building Contact Details

Property Contact Name	DARREN
Phone	00000
Email	thedazlerholden@gmail.com

Important Information



Binder Arrangement

The contract of insurance is arranged by CHUISAVER Underwriting Agency Pty Ltd (ABN 85 613 645 239, AFSL 491113) trading as Flex Insurance ('Flex') acting under a binding authority as agent for the Insurer(s), certain underwriters at Lloyd's.

Confirmation of Cover

The cover provided by this new business quote and/or endorsement quote for this contract of insurance is not confirmed until FLEX has provided confirmation in writing and may be subject to change due to additional material information being made available. From time to time, our capital provider may also impose embargoes due to climatic events which prevent FLEX from providing cover during a period of time.

Duty of Disclosure

Your Duty to take reasonable care not to make a misrepresentation (applicable to Section 1 - Property Insured, Section - 3 Voluntary Workers Personal Accident and Section 9 - Lot Owners' Fixtures and Improvements)

When applying for this Policy

You must take reasonable care not to make a misrepresentation to Us. This responsibility applies until We issue You with a Policy for the first time or agree to renew, extend, vary/change, or reinstate Your Policy.

You must answer Our questions honestly, accurately and to the best of Your knowledge. A misrepresentation includes a statement that is false, partially false, or which does not fairly reflect the truth. It is not misrepresentation if You do not answer a question or if Your answer is obviously incomplete or irrelevant to the question asked.

The responsibility to take reasonable care not to make a misrepresentation applies to everyone who will be insured under the Policy. If You are answering questions on behalf of anyone, We will treat Your answers or representations as theirs.

Whether or not You have taken reasonable care not to make a misrepresentation is to be determined having regard to all relevant circumstances, including the type of insurance, who it is intended to be sold to, whether You are represented by a broker, Your particular characteristics and circumstances We are aware of.

If You do not meet the above duty, We may reject or not fully pay Your claim and/or cancel Your Policy. If the misrepresentation was deliberate or reckless, this is an act of fraud, and We may treat Your Policy as if it never existed.

When You renew Your Policy

You must take reasonable care not to make a misrepresentation to Us. This responsibility applies until We renew Your Policy so if anything changes prior to Your Policy's renewal date You need to tell Us.

You must answer any of Our additional questions honestly, accurately and to the best of Your knowledge. Also, You must review Your responses to previous questions, replayed in the Renewal Invitation document, and advise Us immediately if any information is inaccurate or has changed. Amendments may impact the terms of this renewal offer.

A misrepresentation includes a statement that is false, partially false, or which does not fairly reflect the truth. It is not misrepresentation if You do not answer a question or Your answer is obviously not complete or is irrelevant to the question asked.

The responsibility to take reasonable care not to make a misrepresentation applies to everyone who will be insured under the Policy. If You are answering questions on behalf of anyone, We will treat Your answers or representations as theirs.

Whether or not You have taken reasonable care not to make a misrepresentation is to be determined having regard to all relevant circumstances, including the type of insurance, who it is intended to be sold to, whether You are represented by a broker, Your particular characteristics and circumstances We are aware of.



If You do not meet the above duty, We may reject or not fully pay Your claim and/or cancel Your Policy. If the misrepresentation was deliberate or reckless, this is an act of fraud, and We may treat Your Policy as if it never existed.

If Our information or questions are unclear, please contact Us.

Your Duty of Disclosure (applicable to Section 2 – Liability to Others, Section 4 - Fidelity Guarantee, Section 5 - Office Bearer's Liability, Section 6 - Machinery Breakdown, Section 7 – Catastrophe Insurance, Section 8 - Government Audit Costs, Appeal Expenses and Legal Defence Expenses)

Before You enter into an insurance contract, You have a duty to tell Us anything that You know, or could reasonably be expected to know, may affect Our decision to insure You and on what terms.

You have this duty until We 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 Us anything that:

- reduces the risk We insure You for; or
- is common knowledge; or
- We know or should know as an insurer; or
- We waive Your duty to tell Us about.

If You do not tell Us something

If You do not tell Us anything You are required to, We may cancel Your contract or reduce the amount We will pay You if You make a claim, or both.

If Your failure to tell Us is fraudulent, We may refuse to pay a claim and treat the contract as if it never existed.

Excesses – explanatory notes

Earthquake Excess

For earthquake or seismological disturbance, where loss or Damage occurs during any one period of 72 consecutive hours, the Excess is \$500, or the Excess amount shown in the Policy Schedule, whichever is greater.

Unoccupancy Excess

An Excess of \$2,500 will apply to Section 1 claims if 50% or more of the available Lots/Units are unoccupied at the time of loss.

Other Excesses

Whenever an Excess is shown in the Schedule, You have to pay or contribute the stated amount for each loss arising out of or consequent upon that Event.

For example, a different Excess may apply for a specific Event such as water damage, Flood, Storm or another type of Event.

Payment of any Excess shown in this Policy or in the Schedule for each claim made may be requested from You when the claim is lodged, or may be deducted from Our payment if Your claim is accepted.



OWNERS CORPORATION PLAN NO. RP 16175 15 MARLAND ROAD BORONIA VIC 3155

Tax Invoice Flexible Residential Strata Plan Insurance

Date of Issue

Policy Number HS0006107186-1	Premium Summary	
Thank you for choosing Flex Insurance	Base Premium	\$1,631.62
	Levies	\$0.00
OWNERS CORPORATION PLAN NO. RP 16175	GST	\$178.17
15 MARLAND ROAD BORONIA VIC 3155	Stamp Duty	\$179.48
	Admin Fee	\$150.00
	Total Payable	\$2,139.27

Please check all documents and review the 'Important Information' in your schedule. If you need to make any changes, please email info@flexinsurance.com.au.



EFT MENT SYSTEMS

12/05/2025

Payment Slip

Pay from your registered credit card or bank account at deft.com.au. ^Register at deft.com.au. Registration is NOT required for one off credit card payments.

Due Date



EFT / Direct Deposit Macquarie Bank BSB 182-222 Account No 3038 1192 1 Payment Reference No 3290712



Biller Code 20362 BPAY Reference 4044 0032 9071 23

Contact your financial institution to make a BPAY payment from your cheque or savings account.



Post Office Billpay Pay in person at any Australia Post Office, using Cheque or EFTPOS.



DEFT Reference Number

4044 0032 9071 23

Pay by credit card at <u>www.deft.com.au</u>. Payments by credit card may attract a surcharge.

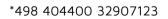




Premium Due \$2,139.27

Flex insurance

25/05/2025





HS0006107186



MR DARREN HOLDEN 1/15 MARLAND ROAD BORONIA VIC 3155 Our reference: 7159243723259 Phone: 13 28 66

23 May 2025

Your foreign resident capital gains withholding clearance certificate

> Purchasers are not required to withhold and pay an amount

> Provide a copy to the purchaser and retain a copy for your records

Hello DARREN,

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

Notice number	2411069489362
Vendor name	DARREN HOLDEN
Clearance Certificate Period	23 May 2025 to 25 May 2026

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

Yours sincerely, **Emma Rosenzweig** Deputy Commissioner of Taxation

Need help?

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

Contact us

In Australia? Phone us on 13 28 66

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



Department of Transport and Planning

From www.planning.vic.gov.au at 23 May 2025 05:06 PM

PROPERTY DETAILS

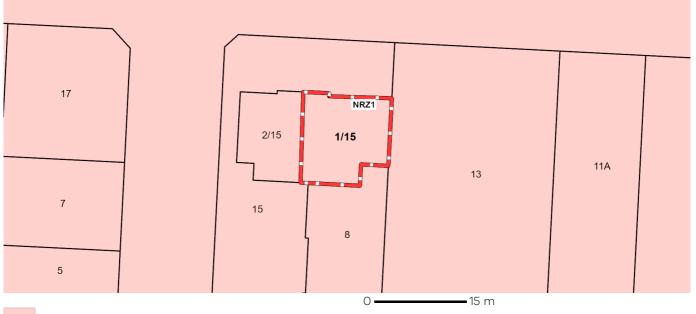
Address:	1/15 MARLAND ROAD	BORONIA 3155	
Lot and Plan Number:	Lot 1 RP16175		
Standard Parcel Identifier ((SPI): 1\RP16175		
Local Government Area (Co	ouncil): KNOX		www.knox.vic.gov.au
Council Property Number:	125559		
Planning Scheme:	Knox		<u>Planning Scheme - Knox</u>
Directory Reference:	Melway 65 B7		
UTILITIES		STATE ELECTORATES	
Rural Water Corporation:	Southern Rural Water	Legislative Council:	NORTH-EASTERN METROPOLITAN
Melbourne Water Retailer:	South East Water	Legislative Assembly:	BAYSWATER
Melbourne Water:	Inside drainage boundary		
Power Distributor:	AUSNET	OTHER	

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

Planning Zones

View location in VicPlan

NEIGHBOURHOOD RESIDENTIAL ZONE (NRZ) NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 1 (NRZ1)



NRZ - Neighbourhood Residential

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

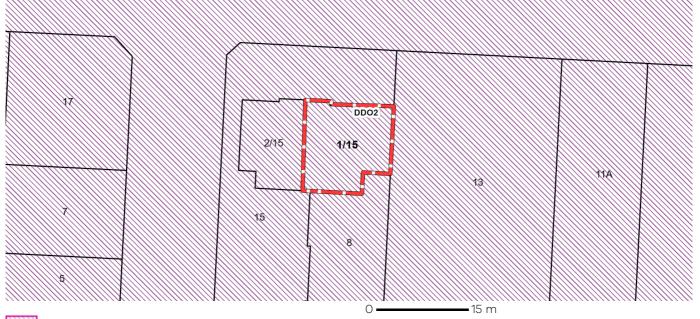
Copyright © - State Government of Victoria Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided. Read the full disclaimer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



Planning Overlays

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 2 (DDO2)

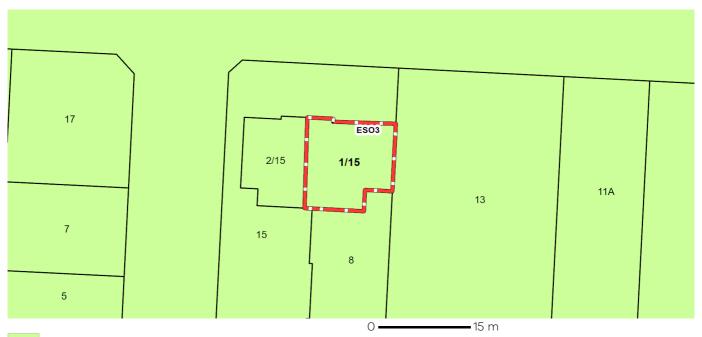


DDO - Design and Development Overlay

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

ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)

ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 3 (ESO3)



ESO - Environmental Significance Overlay

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

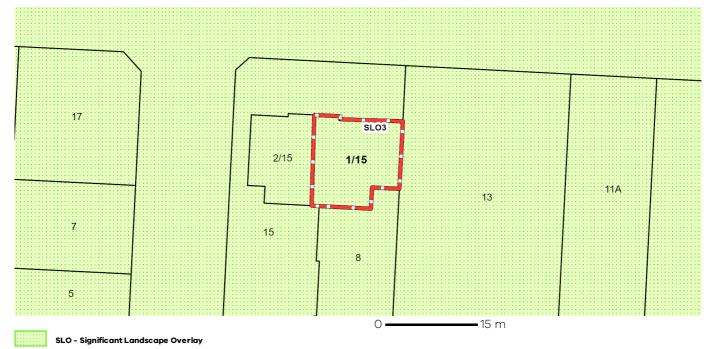
Copyright © - State Government of Victoria Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided. Read the full disclaimer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



Planning Overlays

SIGNIFICANT LANDSCAPE OVERLAY (SLO)





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 22 May 2025.

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

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

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

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

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

Copyright (a) - 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



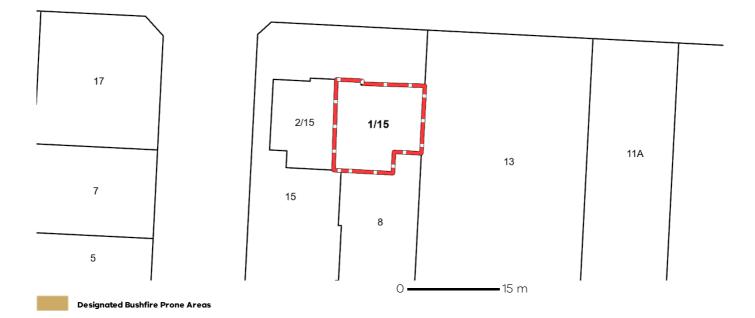
Designated Bushfire Prone Areas

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 <u>https://mapshare.vic.gov.au/vicplan/</u> 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 <u>https://www.planning.vic.gov.au</u>.

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

Native Vegetation

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

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

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

Copyright (a) - 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

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 <u>Due diligence checklist page</u> on the Consumer Affairs Victoria website (consumer.vic.gov.au/duediligencechecklist).

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)



Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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