

This document is prepared from a precedent intended solely for use by legal practitioners with the knowledge, skill and qualifications required to use the precedent to create a document suitable to meet the vendor's legal obligation to give certain statements and documents to a purchaser before the purchaser signs a contract to purchase the land. This document incorporates the requirements in section 32 of the *Sale of Land Act 1962* as at 1 October 2014.

# Vendor Statement

## Instructions for completing this document

Words in *italics* are generally for instruction or information only.

Where marked "+" below, the authority of a person signing under a power of attorney, as a director of a corporation or as an agent authorized in writing must be added in the vendor or purchaser's name or signature box. A corporation's ACN or ABN should also be included

Delete as appropriate wherever an asterisk appears. "Nil" may be written in any of the rectangular boxes if appropriate. Additional information may be added to section 13 where there is insufficient space.

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**

84/ 38 – 46 Popes Road, Keysborough Vic 3173 and described in Volume 10025 Folio 134

**+ Vendor's  
name**

DAAN PTY LTD ACN 056 049 837

**Date**

/ /

**+ Vendor's  
signature**

**+ Vendor's  
name**

**Date**

/ /

**+ Vendor's  
signature**

**+ Purchaser's  
name**

**Date**

/ /

**+ Purchaser's  
signature**

**+ Purchaser's  
name**

**Date**

/ /

**+ Purchaser's  
signature**

## Important information

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### 1. FINANCIAL MATTERS

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

- (a) Their total does not exceed:

\$4,000.00

- (b) 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<sup>1</sup>, which are not included in items 1.1(a), (b) or (c) above; other than any amounts described in this rectangular box.

None to the Vendors  
knowledge save for  
the usual  
adjustments at  
settlement

#### 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

Nil to the Vendors  
knowledge

To

Other particulars (including dates and times of payments):

#### 1.3 Terms Contract

Not applicable

#### 1.4 Sale Subject to Mortgage

Not Applicable

### 2. INSURANCE

#### 2.1 Damage and Destruction

Not Applicable

#### 2.2 Owner-Builder

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 documents.

<sup>1</sup> Other than any GST payable in accordance with the contract.

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

To the best of the Vendors' knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the property. The Purchaser should note that there may be sewers, drains, water pipes, underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title

### 3.2 Road Access

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

☐

### 3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area within the meaning of regulations made under the *Building Act 1993* if the square box is marked with an "X"

☐

### 3.4 Planning Scheme

(a) Name of planning scheme	Greater Dandenong Planning Scheme
(b) Name of responsible authority	City of Greater Dandenong
(c) Zoning of the land	Industrial 1 Zone (IN1Z)
(d) Name of planning overlay	None

## 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:

None to the Vendors knowledge

### 4.2 Agricultural Chemicals

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

None to the Vendors knowledge

### 4.3 Compulsory Acquisition

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

Nil



## 5. BUILDING PERMITS

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

None to the Vendors knowledge

## 6. OWNERS CORPORATION

The land is affected by an Owners Corporation within the meaning of the *Owners Corporation Act* 2006.

6.1 Attached is a current owners corporation certificate with its required accompanying documents and statements issued in accordance with section 151 of the *Owners Corporation Act* 2006.

Information about charges is included in the certificate.

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

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

### 7.1 Work-in-Kind Agreement

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

- (a) The land is NOT to be transferred under the agreement unless the square box is marked with an "X" ☐
- (b) The land is NOT land on which works are to be carried out under the agreement (other than Crown land) unless the square box is marked with an "X" ☐
- (c) The land is NOT land in respect of which a GAIC is imposed unless the square box is marked with an "X" ☐

### 7.2 GAIC Recording

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

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

The accompanying boxes marked with an "X" indicate that such a certificate or notice that is attached:

- (a) Any certificate of release from liability to pay a GAIC ☐
- (b) Any certificate of deferral of the liability to pay the whole or part of a GAIC ☐
- (c) Any certificate of exemption from liability to pay a GAIC ☐
- (d) Any certificate of staged payment approval ☐
- (e) Any certificate of no GAIC liability ☐
- (f) Any notice providing evidence of the grant of a reduction of the whole or part of the liability for a GAIC or an exemption from that liability ☐
- (g) A GAIC certificate issued under Part 9B of the *Planning and Environment Act* 1987 must be attached if there is no certificate or notice issued under any of sub-sections 7.2 (a) to (f) above ☐

## 8. SERVICES

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

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

## 9. TITLE

Attached are copies of the following documents:

**9.1 Registered Title**

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**

Not Applicable.

**11. DISCLOSURE OF ENERGY INFORMATION**

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

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

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

Are as follows:

Not Applicable

**12. DUE DILIGENCE CHECKLIST**

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

**13. ATTACHMENTS**

Register Search Certificate of Title Volume 10025 Folio 134

Register Search Plan of Subdivision PS300162B

DELWP Planning Property Report together with zoning and overlay information

South East Water – Water Information Statement

Owners Corporation Certificate

Due Diligence Checklist