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.

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| **Land** | **Lot ................, Beaconsfield Gardenia II Estate,**  **at No. , Beaconsfield 3807** | |
|  |  | |
| **+ Vendor’s name** | **BR 224 Pty Ltd ACN 618 009 582 atf BR 224 Unit Trust** | **Date**  / /2020 |
| **+ Vendor’s signature** |  | |

|  |  |  |
| --- | --- | --- |
| **+ Purchaser’s name** |  | **Date**  / /2020 |
| **+ Purchaser’s signature** |  | |

|  |  |  |
| --- | --- | --- |
| **+ Purchaser’s name** |  | **Date**  / /2020 |
| **+ Purchaser’s signature** |  | |

2. **FINANCIAL MATTERS**
   1. **Particulars of any Rates, Taxes, Charges or Other Similar Outgoings** (and any interest on them)

|  |  |
| --- | --- |
| 1. Their total does not exceed: | $4,500.00 |

* 1. **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

|  |  |  |
| --- | --- | --- |
|  | To |  |
|  | | |
| Other particulars (including dates and times of payments): | | |

* 1. **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. **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. **INSURANCE**
   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.

* 1. **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.

1. **LAND USE**
   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.

(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 other similar restriction. |

* 1. **Road Access**

|  |  |
| --- | --- |
| There is access to the property by road. |  |

* 1. **Bushfire Details**

|  |  |
| --- | --- |
| The land is **not** in a designated bushfire prone area under section 192A of the *Building Act* 1993. |  |

* 1. **Planning Scheme**

Attached is a certificate with the required specified information.

1. **NOTICES**
   1. **Notice, Order, Declaration, Report or Recommendation**

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

Not Applicable.

* 1. **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:

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| --- |
| Nil. |

* 1. **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. |

1. **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.

1. **OWNERS CORPORATION**

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

Not Applicable.

1. **GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)**

Not applicable.

1. **SERVICES**

The services which are marked with an ‘X’ in the accompanying square box are available but NOT connected to the land:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Electricity supply | Gas supply | Water supply | Sewerage | Telephone services |

1. **TITLE**

Attached are copies of the following documents:

9.1 (a) **Registered Title**

* 1. 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.

1. **SUBDIVISION**
   1. **Unregistered Subdivision**

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

* 1. **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.

Yes.

* 1. **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.

Yes

1. **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)

1. 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
2. which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

1. **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.)*

Vacant Residential Land

Attach Due Diligence Checklist (this will be attached if ticked)

1. **ATTACHMENTS**

*(Any certificates, documents and other attachments may be annexed to this section 13)*

*(Additional information may be added to this section 13 where there is insufficient space in any of the earlier sections)*

*(Attached is an “Additional Vendor Statement” if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)*

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