

**VENDORS STATEMENT TO THE PURCHASER OF REAL ESTATE PURSUANT TO SECTION 32 OF THE SALE OF LAND ACT 1962 (the "Act")**

**VENDOR:** (the "Vendor")  
**PROPERTY: LOT:** BEACONSFIELD ROSES ESTATE,  
**Street Address:** Beaconsfield, Vic 3807 (the "Property")

**IMPORTANT NOTICES TO PURCHASERS:**

The use to which you propose to put the Property may be prohibited by planning or building controls applying to the locality or may require the consent or permit of the municipal council or other responsible authority. It is in your interest to undertake a proper investigation of permitted land use before you commit yourself to buy.

The Property may be located in an area where commercial agricultural production activity may affect your enjoyment of the Property. It is therefore in your interest to undertake an investigation of the possible amenity and other impacts from nearby properties and the agricultural practices and processes conducted there.

**1. RESTRICTIONS**

- 1.1 Information of any registered or unregistered easement, covenant, caveat or other similar restriction affecting the Property:  
As set out in the attached copies of Title documents.
- 1.2 Particulars of any existing failure to comply with their terms are as follows:  
*To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant, caveat or similar restriction.*

**2. PLANNING, ROAD ACCESS & BUSHFIRE - PRONE**

- 2.1 Details of any information concerning any planning instrument affecting the property:  
*As set out in the attached certificates and materials.*
- 2.2 Information concerning road access to the Property is as follows:  
*There is access to the Property by the road upon registration of the Plan.*
- 2.3 Information concerning Bushfire prone areas is as follows.  
*As set out in the attached certificate and materials.*

**3. OUTGOINGS AND STATUTORY CHARGES**

- 3.1 Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them affecting the Property is as follows:
- (a) The Property is not separately rated or assessed for rates and taxes at the date of this statement.  
The attached certificates relate to land which includes the Property.
- (b) After completion of the works described in the Contract and registration of Proposed plan of subdivision PS711709M / PS730185 N the Property will be separately assessed for rates, water rates, land tax, and other outgoings. The rates, water rates, land tax, and other outgoings payable by the Purchaser may or may not be determined by the settlement date under the Contract.
- 3.2 Any rates, taxes, charges or outgoings for which the Purchaser may become liable in consequence of the purchase of the Property, of which the Vendor might reasonably be expected to have knowledge, is as follows:
- (a) The Purchaser may have to pay land tax when the Purchaser owns the Property.

- (b) The extent of the Purchasers liability for land tax depends on how much land the purchaser owns and how the land is used.
  - (c) The Purchaser may also have to pay connection fees for services, for example, electricity and telephone.
  - (d) The Property is currently not rateable. It may be rateable, and may be rateable, following settlement. The Purchaser should make its own inquiries of relevant rating and taxing authorities concerning the level of rates, taxes, charges and other outgoings which will be payable on the Property after settlement.
- 3.3 Information concerning any charge (whether registered or unregistered) over the Property imposed by or under an Act to secure an amount due under that Act including the amount owing under the charge is as follows:  
There is no registered or unregistered charge over the Property imposed by or under an Act to secure an amount owing.
- 3.4 Information concerning any mortgage (whether registered or unregistered) over the Property which is not to be discharged before settlement is as follows:  
*There is no registered or unregistered mortgage affecting the Property which will not be discharged at settlement.*

#### 4. SERVICES

Information concerning the supply of the following services:

Service	Status
4.1 Electricity	Not Connected but available
4.2 Gas	Not Connected but available
4.3 Water	Not Connected but available
4.4 Sewerage	Not Connected but available
4.5 NBN/Telephone/Internet	Not Connected but available

Where the service is connected it may nevertheless be necessary to request the supply of the service from the relevant Authority. Any fee for connection of supply or installation of meters shall be payable by the Purchaser.

**WARNING TO PURCHASERS:** You should check with the appropriate authorities as to the availability of and the cost of providing any essential services not connected to the Property.

#### 5. BUILDING APPROVALS AND INSURANCE

- 5.1 Particulars of any building approval granted in the past seven years under the Building Control Act 1981 or the Building Act 1993 (required only where the Property includes a residence):  
*Where existing at the Day of Sale, are set out in the attached certificates and materials.*
- 5.2 Particulars of any guarantee issued in the past seven years under the House Contracts Guarantee Act 1987 (required where the property includes a residence constructed by an owner builder):  
*No such guarantee has been issued.*
- 5.3 Particulars of any required insurance under the Building Act 1993 (required where the Property includes a residence to which section 137B applies which was constructed within the preceding 6 years) are as follows:  
*No such insurance has been issued.*

#### 6. NOTICES

Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal affecting the Property of which the Vendor might reasonably be expected to have knowledge, including any

- (a) Current land use restriction in relation to the Property under the Agricultural and Veterinary Chemicals (Control of Use) Act 1992 due to contamination;
- (b) Mining licence granted under the Mineral Resources Development Act 1990 that covers the Property;
- (c) Notice pursuant to section 6 of the Land Acquisition and Compensation Act 1986 save for those relating to apportionable outgoings or those contained in the attached certificate (s) or statement(s),  
*None to the Vendor's knowledge. The Vendor has no means of knowing all decisions of public authorities and government departments affecting the Property unless communicated to the Vendor.*

**7. TITLE**

Attached are copies of the following documents concerning the title:

- (a) *A register search statement for certificates of title volume 10316 folio 694 and 10500 Folio 285*
- (b) *Plan of subdivision*
- (c) *Amended Permit*
- (d) *Building Design Guidelines*
- (e) *Bushfire Prone Area Report*
- (e) *GAIC Certificate*
- (f) *Section 173 Agreement*
- (g) *Head Contract*

**8. GAIC**

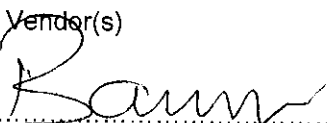
Particulars of any certificate or notice relating to the Growth Areas Infrastructure Contribution.

*As set out in the attached certificates and materials.*

**Important notice to purchasers:** You may be liable to pay a growth areas infrastructure contribution when you purchase this property. The instrument of transfer cannot be lodged for registration with the Registrar of Titles until the contribution is paid in full or an exemption from, or reduction of, the whole or part of the liability to pay the contribution is granted and any remainder of the contribution is paid or there has been a deferral of the whole or part of the liability to pay the contribution or an approval has been given for staged payment of the contribution. The transfer may also be exempted from a growth area infrastructure contribution in certain situations. It is in your interest to obtain advice as to any potential liability before you commit yourself to buy.

**DATE OF THIS STATEMENT** - 01/10/2016

Signatures of Vendor(s)



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 Sign on behalf of the Vendors

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

**DATE OF THIS ACKNOWLEDGEMENT** / / 2016

Signature/s of Purchaser/s

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