

**VENDOR'S STATEMENT
under
Section 32
of the Sale of Land Act 1962**

Stage 29

**Bloomdale
Diggers Rest**

PS821099Y

VENDOR'S STATEMENT UNDER SECTION 32 OF THE SALE OF LAND ACT 1962

1 DEFINITIONS

Words defined or having a meaning described in the Contract have the same meaning in this statement unless the contrary intention appears.

The following words have these meanings in this statement unless the contrary intention appears:

Act means the Sale of Land Act 1962 and includes any regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of it occurring at any time before or after the date of this statement.

Contract means a contract of sale for the Property between the Vendor and the Purchaser.

Plan means plan of subdivision **PS821099Y (unregistered)**.

Planning Instrument includes a planning scheme.

Property means the Lot on the Plan described in the Contract, Bloomdale Estate, Diggers Rest VIC 3427.

Settlement means the event upon which the Purchaser becomes entitled to possession or to receipt of the rents and profits of the Property.

Vendor means Avid Property Group Nominees Pty Ltd (ACN 088 212 631)

2 FINANCIAL MATTERS

32A

- (a) The Property is not subject to a mortgage (as defined in the Act) which will not be discharged or otherwise removed at Settlement.
- (b) Other than amounts secured by statutory charges referred to in paragraph (c), the Vendor has no knowledge of any registered or unregistered charge over the Property imposed by or under an act to secure an amount due under that act.
- (c) In respect of outgoings:
 - (i) Information concerning any rates, taxes, charges or other similar outgoings affecting the Property is attached.
 - (ii) The total unimproved value of all property owned by the Purchaser will dictate the amount of land tax which may be applicable to the Property.
 - (iii) The Vendor is unaware of any other amounts for which the Purchaser may become liable in consequence of the purchase of the Property.
- (d) The Contract is not a terms contract as defined under the Act.

3 INSURANCE**32B**

As the Property is vacant land:

- (a) The Vendor does not maintain insurance in respect of damage to or destruction of the Property; and
- (b) There is no insurance under the *Building Act 1993*.

4 LAND USE**32C**

- (a) Details of any easements, covenants or similar restrictions (other than those (if any) implied or otherwise arising under any law) are described in sections 10 or 11 or documents described in sections 10 or 11 are attached.
- (b) Access to the Property by road is shown on the Plan.
- (c) Details of the planning scheme which affects the Property are attached. The Responsible Authority is Melton City Council. Any planning permits issued in respect of the Property are also attached.
- (d) Pursuant to the Planning Environment Act 1987 and set out in the Diggers Rest Development Contributions Plan (copy of which may be obtained from Melton Council) community infrastructure contributions are to be paid by the home buyer at the time of building approval.
- (e) The Property ~~*is~~ ~~*is not~~ within a designated bushfire area within the meaning of the regulations made under the *Building Act 1993* as described in the documents in section 11 of the Act.

5 NOTICES**32D**

Other than notices in respect of which adjustments will be made at Settlement as provided under the Contract) or as contained in this statement (including any document attached to this statement or referred to in a document attached to this statement), to the Vendor's knowledge there are no:

- (a) notices, orders, declarations, reports or recommendations of a public authority or government department or approved proposal directly and currently affecting the Property; or
- (b) notices, property management plans, reports or orders in respect of the Property issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the Property for agricultural purposes; or
- (c) notices of intention to acquire served under section 6 of the *Land Acquisition and Compensation Act 1986*.

6 BUILDING PERMITS**32E**

As the Property is vacant land, there are no building permits issued under the *Building Act 1993* in relation to a building on the Property.

7 OWNERS CORPORATION**32F**

An Owners Corporation ~~*does~~ ~~*does not~~ affect the Property.

8 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”) 32G

- (a) The parent title to the Plan is affected by the Works in Kind Agreement (under section 173 of the *Planning and Environment Act 1987*) **AN984413X**. The agreement will be removed from the title to the Property prior to the settlement date.
- (b) The parent title to the Plan is affected by the GAIC recording notice No **AH462111E**. The notice will be removed from the title to the Property prior to the settlement date.
- (c) The Vendor is required to provide the following 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 areas infrastructure contribution in certain situations. It is in your interest to obtain advice as to any potential liability before you commit yourself to buy.”

A GAIC certificate is attached. The Vendor will pay any GAIC which is payable in respect of the Property prior to the settlement date.

9 SERVICES 32H

As the Property is vacant land, the services of electricity supply, gas supply, water supply, sewerage and telephone services are not connected to the Property. However, as part of the construction works for the Plan:

- (a) connecting points for the services of electricity, water, sewerage and drainage are provided to the Property; and
- (b) conduits for the provision of the services of gas and telecommunications are provided within road reservations,

in accordance with any requirements of the relevant authorities.

10 TITLE 32I

Attached are copies of the following documents:

- (a) Search Statement of Folio of the Register Volume 11833 Folio 383 (parent title);
- (b) Registered Plan of Subdivision LP6069 (parent plan);
- (c) Search Statement of Folio of the Register Volume 11990 Folio 866 (parent title)
- (d) Registered Plan of Subdivision PS803026F (parent plan);
- (e) Unregistered Plan of Subdivision 821099Y – Stage 29;
- (f) Unregistered Draft Plan of Subdivision for previous stage PS803028B (Stage 28);

- (g) Memoranda of Common Provision for previous stage being AA3353 (Stage 28);
- (h) Notice AH462111E (any liability is the Vendor's liability);
- (i) Agreement AN984413X Section 173 Agreement.

11 OTHER DOCUMENTS AND INFORMATION

Copies of the following documents are attached:

- (a) Engineering Plan;
- (b) Design Guidelines;
- (c) Small Lot Housing Code Plan
- (d) Planning permit(s);
- (e) Subdivision Masterplan;
- (f) Planning Certificate
(applicable to the parent titles);
- (g) Melton City Council Land Information Certificate
(applicable to the parent titles);
- (h) Western Water Information Statement
(applicable to the parent titles);
- (i) City West Water Information Statement & Certificate
(applicable to the parent titles);
- (j) Vic Roads Certificate
(applicable to the parent titles);
- (k) Land Tax Assessment Notice
(applicable to the parent titles);
- (l) Growth Areas Infrastructure Contribution Certificate
(applicable to the parent titles);
- (m) Victorian Department of Environment, Land, Water and Planning
Bushfire Prone Area Report;
- (n) Section 1.7 from the Diggers Rest Development Contributions Plan
Sheet (Distinction between Community and Development
Infrastructure – fee paid per dwelling);

DATE OF THIS STATEMENT

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Signed for and on behalf of Avid Property Group Nominees Pty Ltd

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Davina Sher
(Finance Manager
Avid Property Group Pty Ltd)

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Peter Vlitas
(General Manager
Avid Property Group Pty Ltd)

The Purchaser acknowledges receiving a duplicate of this statement signed by the Vendor before the Purchaser signed any contract.

DATE OF THIS ACKNOWLEDGEMENT

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Signature(s) of the Purchaser