

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		
+ Vendor's name		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:

\$

OR

(b) *Are contained in the attached certificate/s.

OR

(c) *Their amounts are:

Authority	Amount	Interest (if any)
(1) <input type="text"/>	(1) <input type="text"/>	(1) \$ <input type="text"/>
(2) <input type="text"/>	(2) <input type="text"/>	(2) \$ <input type="text"/>
(3) <input type="text"/>	(3) <input type="text"/>	(3) \$ <input type="text"/>
(4) <input type="text"/>	(4) <input type="text"/>	(4) \$ <input type="text"/>

(d) *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 knowledge¹, which are not included in items 1.1(a), (b) or (c) above; other than any amounts described in this rectangular box.

\$

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

\$ to

Other particulars (including dates and times of payments):

1.3 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.

*Attached is a Law Institute of Victoria published "Additional Vendor Statement".

1.4 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.

*Attached is a Law Institute of Victoria published "Additional Vendor Statement".

¹ Other than any GST payable in accordance with the contract.

2. INSURANCE

2.1 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.

(a) *Attached is a copy or extract of any policy of insurance in respect of any damage to or destruction of the land.

OR

(b) *Particulars of any such policy of insurance in respect of any damage to or destruction of the land are as follows:

Name of insurance company:			
Type of policy:		Policy no:	
Expiry date:		Amount insured:	

2.2 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.

(a) *Attached is a copy or extract of any policy of insurance required under the Building Act 1993.

OR

(b) *Particulars of any required insurance under the Building Act 1993 are as follows:

Name of insurance company:			
Policy no:		Expiry date:	

Note: There may be additional legislative obligations in respect of the sale of land on which there is a building or on which building work has been carried out.

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 document/s.

OR

*Is as follows:

--

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

--

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**

*Attached is a certificate with the required specified information.

OR

*The required specified information is as follows:

- (a) Name of planning scheme
- (b) Name of responsible authority
- (c) Zoning of the land
- (d) Name of planning overlay

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:

*Are contained in the attached certificates and/or statements.

OR

*Are as follows:

--

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:

--

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:

--

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).

*Are contained in the attached certificate.

OR

*Are as follows:

--

6. 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*.

- 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 Corporations Act 2006*.
OR
- 6.2 *Attached is the information prescribed for the purposes of section 151(4)(a) of the *Owner Corporations Act 2006* and the copy documents specified in section 151(4)(b)(i) and (iii) of that Act.
OR
- 6.3 *The owners corporation is an inactive owners corporation.²

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

² An inactive owners corporation includes one that in the previous 15 months has not held an annual general meeting, not fixed any fees and not held any insurance.

9. TITLE

Attached are copies of the following documents:

9.1 *(a) **Registered Title**

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.

OR

*(b) **General Law Title**

The last conveyance in the chain of title or other document which gives evidence of the vendor's title to the land.

*9.2 Evidence of the vendor's right or power to sell (where the vendor is not the registered proprietor or the owner in fee simple).

10. SUBDIVISION

10.1 Unregistered Subdivision

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

(a) *Attached is a copy of the plan of subdivision certified by the relevant municipal council if the plan is not yet registered.

OR

(b) *Attached is a copy of the latest version of the plan if the plan of subdivision has not yet been certified.

10.2 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*.

(a) *Attached is a copy of the plan for the first stage if the land is in the second or a subsequent stage.

(b) The requirements in a statement of compliance relating to the stage in which the land is included that have not been complied with are as follows:

(c) The proposals relating to subsequent stages that are known to the vendor are as follows:

(d) The contents of any permit under the *Planning and Environment Act 1987* authorising the staged subdivision are:

10.3 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.

(a) *Attached is a copy of the plan which has been certified by the relevant municipal council (if the later plan has not been registered).

OR

(b) *Attached is a copy of the latest version of the plan (if the later plan has not yet been certified).

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 2000m²; (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 contained in the attached building energy efficiency certificate.

OR

*Are as follows:

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

(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 a Law Institute of Victoria published "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)