

# HOUSE & LAND CONVEYANCING PTY LTD

Licence No. 000185L

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Vendor's Statement to the Purchaser of Real Estate pursuant to  
Section 32 of The Sale of Land Act 1962 (VIC) ("the act")

**VENDOR:** Joshua Nicholas Conder

**PROPERTY:** 12 Oceanview Crescent KALLISTA VIC 3791

## 32A FINANCIAL MATTERS

Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is as follows-

Provider	Amount (& interest if any)	Period
Yarra Ranges Shire Council Yarra Valley Water (parks, drainage fees)		

**Do not exceed \$3000 per year**

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:- **None to the vendors knowledge**

At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property.

32A(b)The particulars of any Charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge are as follows:-  
**Not Applicable**

## 32B INSURANCE

(a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: - **Not Applicable**

(b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows:-  
**Not Applicable**

No such Insurance has been effected to the Vendors knowledge.

## 32C LAND USE

(a) RESTRICTIONS

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:-

Description:- **As set out in copy title documents annexed hereto.**

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any

SECTION 32 STATEMENT  
12 OCEANVIEW CRESCENT KALLISTA VIC 3791

easement, covenant or similar restriction affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

(b) BUSHFIRE

This land is in a designated bushfire- prone area within the meaning of the regulations made under the *Building Act 1993*.

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

Planning Scheme: Yarra Ranges Council  
Responsible Authority: Shire of Yarra Ranges  
Zoning: Green Wedge A Zone – Schedule 1  
Planning Overlay/s: Significant landscape – schedule 20; bushfire management

**32D NOTICES**

- (a) 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 of which the Vendor might reasonably be expected to have knowledge are: **None to the Vendors knowledge** however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor
- (b) **The Vendor is not aware** of any 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.
- (c) Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act, 1986* are: **Not Applicable**

**32E BUILDING PERMITS**

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the land):- **Not Applicable**

No such Building Permit has been granted to the Vendors knowledge.

**32F OWNERS CORPORATION**

The Land is NOT affected by an Owners Corporation within the meaning of the *Owners Corporation Act 2006*.

**32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)**

- (1) The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is NOT –
- land that is to be transferred under the agreement.
  - land on which works are to be carried out under the agreement (other than Crown land).
  - land in respect of which a GAIC is imposed

**SECTION 32 STATEMENT**  
12 OCEANVIEW CRESCENT KALLISTA VIC 3791

**32H SERVICES**

<b>Service</b>	<b>Status</b>
Electricity supply	Connected
Gas supply	Connected
Water supply	Connected
Sewerage	Not connected – septic tank
Telephone services	Not connected

Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate their account with the service provider before settlement, and the purchaser will have to have the service reconnected.

**32I TITLE**

Attached are the following document/s concerning Title:

- (a) In the case of land under the *Transfer of Land Act 1958* a copy of the Register Search Statement/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.

**DUE DILIGENCE CHECKLIST**

A copy of the Due Diligence Checklist is attached.

**DATE OF THIS STATEMENT**

12 / 10 / 20 18

**Name of the Vendor**

Joshua Nicholas Conder

**Signature/s of the Vendor**

x



SECTION 32 STATEMENT  
12 OCEANVIEW CRESCENT KALLISTA VIC 3791

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

**DATE OF THIS ACKNOWLEDGMENT**

/  /20

**Name of the Purchaser**

**Signature/s of the Purchaser**

x

**IMPORTANT NOTICE - ADDITIONAL DISCLOSURE REQUIREMENTS**

**Undischarged mortgages – S32A(a)**

Where the land is to be sold subject to a mortgage (registered or unregistered) which is not to be discharged before the purchaser becomes entitled to possession or receipt of rents and profits, then the vendor must provide an additional statement including the particulars specified in Schedule 1 of the *Sale of Land Act 1962*.

**Terms contracts – S32A(d)**

Where the land is to be sold pursuant to a terms contract which obliges the purchaser to make two or more payments to the vendor after execution of the contract and before the vendor is entitled to a conveyance or transfer, then the vendor must provide an additional statement containing the information specified in Schedule 2 of the *Sale of Land Act 1962*.

# Due Diligence Checklist



## What you need to know before buying a residential property

Before you buy a home, you should be aware of a range of issues that may affect that property and impose restrictions or obligations on you, if you buy it. This checklist aims to help you identify whether any of these issues will affect you. The questions are a starting point only and you may need to seek professional advice to answer some of them. You can find links to organisations and web pages that can help you learn more, by visiting [consumer.vic.gov.au/duediligencechecklist](http://consumer.vic.gov.au/duediligencechecklist).

### Urban living

#### ***Moving to the inner city?***

High density areas are attractive for their entertainment and service areas, but these activities create increased traffic as well as noise and odours from businesses and people. Familiarising yourself with the character of the area will give you a balanced understanding of what to expect.

#### ***Is the property subject to an owners corporation?***

If the property is part of a subdivision with common property such as driveways or grounds, it may be subject to an owners corporation. You may be required to pay fees and follow rules that restrict what you can do on your property, such as a ban on pet ownership.

### Growth areas

#### ***Are you moving to a growth area?***

You should investigate whether you will be required to pay a growth areas infrastructure contribution.

### Flood and fire risk

#### ***Does this property experience flooding or bushfire?***

Properties are sometimes subject to the risk of fire and flooding due to their location. You should properly investigate these risks and consider their implications for land management, buildings and insurance premiums.

### Rural properties

#### ***Moving to the country?***

If you are looking at property in a rural zone, consider:

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

#### ***Is there any earth resource activity such as mining in the area?***

You may wish to find out more about exploration, mining and quarrying activity on or near the property and consider the issue of petroleum, geothermal and greenhouse gas sequestration permits, leases and licences, extractive industry authorisations and mineral licences.

### Soil and groundwater contamination

#### ***Has previous land use affected the soil or groundwater?***

You should consider whether past activities, including the use of adjacent land, may have caused contamination at the site and whether this may prevent you from doing certain things to or on the land in the future.

### **Land boundaries**

#### ***Do you know the exact boundary of the property?***

You should compare the measurements shown on the title document with actual fences and buildings on the property, to make sure the boundaries match. If you have concerns about this, you can speak to your lawyer or conveyancer, or commission a site survey to establish property boundaries.

### **Planning controls**

#### ***Can you change how the property is used, or the buildings on it?***

All land is subject to a planning scheme, run by the local council. How the property is zoned and any overlays that may apply, will determine how the land can be used. This may restrict such things as whether you can build on vacant land or how you can alter or develop the land and its buildings over time.

The local council can give you advice about the planning scheme, as well as details of any other restrictions that may apply, such as design guidelines or bushfire safety design. There may also be restrictions – known as encumbrances – on the property's title, which prevent you from developing the property. You can find out about encumbrances by looking at the section 32 statement.

#### ***Are there any proposed or granted planning permits?***

The local council can advise you if there are any proposed or issued planning permits for any properties close by. Significant developments in your area may change the local 'character' (predominant style of the area) and may increase noise or traffic near the property.

### **Safety**

#### ***Is the building safe to live in?***

Building laws are in place to ensure building safety. Professional building inspections can help you assess the property for electrical safety, possible illegal building work, adequate pool or spa fencing and the presence of asbestos, termites, or other potential hazards.

### **Building permits**

#### ***Have any buildings or retaining walls on the property been altered, or do you plan to alter them?***

There are laws and regulations about how buildings and retaining walls are constructed, which you may wish to investigate to ensure any completed or proposed building work is approved. The local council may be able to give you information about any building permits issued for recent building works done to the property, and what you must do to plan new work. You can also commission a private building surveyor's assessment.

#### ***Are any recent building or renovation works covered by insurance?***

Ask the vendor if there is any owner-builder insurance or builder's warranty to cover defects in the work done to the property.

### **Utilities and essential services**

#### ***Does the property have working connections for water, sewerage, electricity, gas, telephone and internet?***

Unconnected services may not be available, or may incur a fee to connect. You may also need to choose from a range of suppliers for these services. This may be particularly important in rural areas where some services are not available.

### **Buyers' rights**

#### ***Do you know your rights when buying a property?***

The contract of sale and section 32 statement contain important information about the property, so you should request to see these and read them thoroughly. Many people engage a lawyer or conveyancer to help them understand the contracts and ensure the sale goes through correctly. If you intend to hire a professional, you should consider speaking to them before you commit to the sale. There are also important rules about the way private sales and auctions are conducted. These may include a cooling-off period and specific rights associated with 'off the plan' sales. The important thing to remember is that, as the buyer, you have right.



Register Search Statement - Volume 8066 Folio 557

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REGISTER SEARCH STATEMENT (Title Search) Transfer of Land Act 1958

VOLUME 08066 FOLIO 557

Security no : 124074319958Q  
Produced 10/10/2018 11:33 AM

LAND DESCRIPTION

Lot 37 on Plan of Subdivision 020506.  
PARENT TITLE Volume 06442 Folio 400  
Created by instrument 2688461 17/11/1954

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
JOSHUA NICHOLAS CONDER of 25 GLENIFER AVENUE SCORESBY VIC 3179  
AL678223D 12/02/2015

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AQ283132P 25/09/2017  
WESTPAC BANKING CORPORATION

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan or imaged folio set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE LP020506 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: 12 OCEANVIEW CRESCENT KALLISTA VIC 3791

ADMINISTRATIVE NOTICES

NIL

eCT Control 16977H ST GEORGE BANK  
Effective from 25/09/2017

DOCUMENT END



Delivered at 10/10/2018, for Order Number 53616912. Your reference: 1785 Conder.

LP 20506

EDITION 1

PLAN MAY BE LODGED

30.11.1950

2 SHEETS  
SHEET 1

PLAN OF SUBDIVISION OF  
PART OF CROWN ALLOTMENT 22

SECTION A

PARISH OF NARREE WORRAN  
COUNTY OF EVELYN

VOL. 6442 FOL. 400

Measurements are in Feet & Inches

Conversion Factor

FEET x 0.3048 = METRES

APPROPRIATIONS

THE LAND COLOURED BLUE  
AND GREEN IS APPROPRIATED OR  
SET APART FOR EASEMENTS OF  
DRAINAGE AND IS 6 FEET WIDE

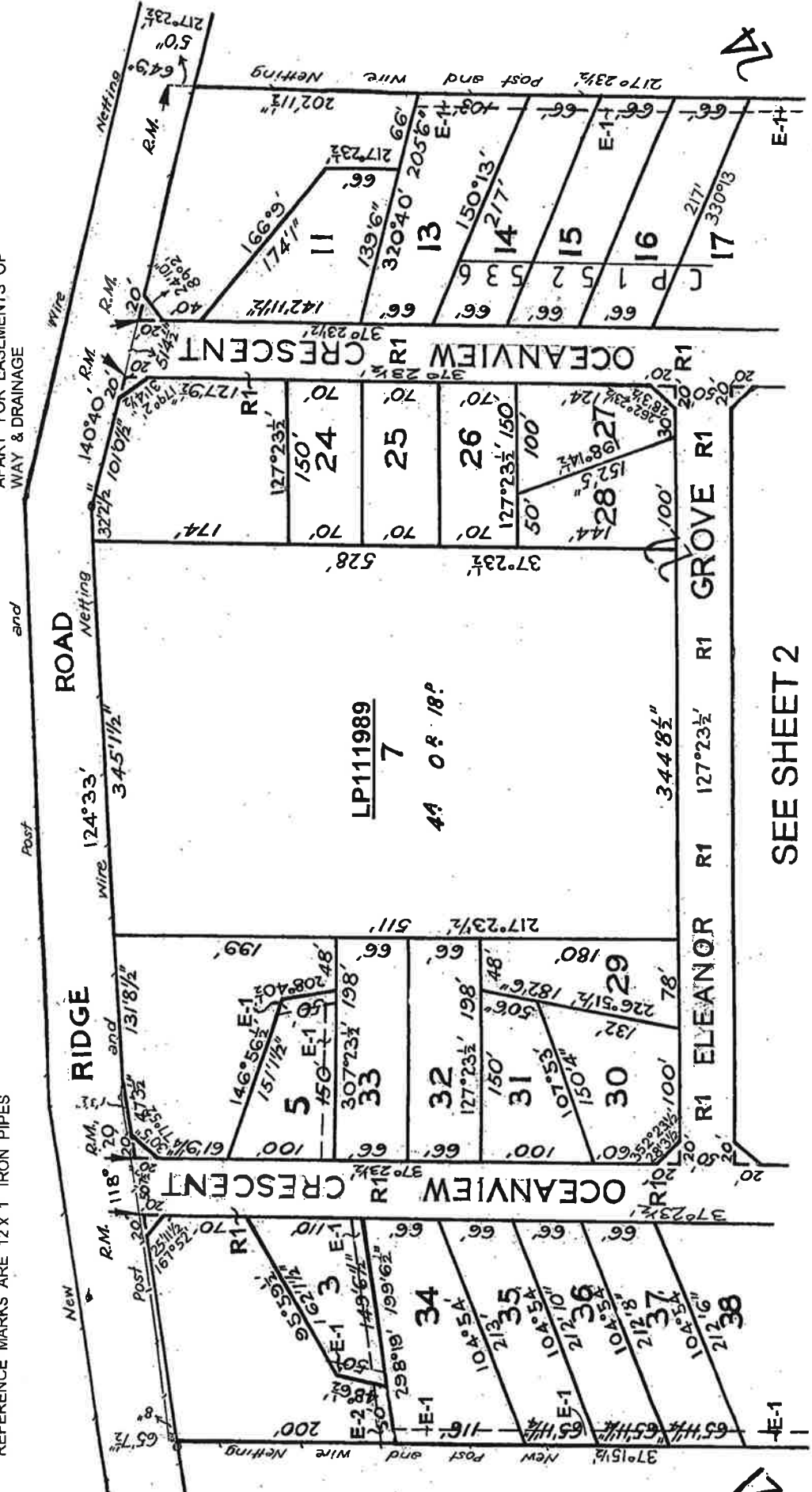
THE LAND COLOURED BROWN  
IS APPROPRIATED OR SET  
APART FOR EASEMENTS OF  
WAY & DRAINAGE

COLOUR CODE

- E-1 = BLUE
- E-2 = GREEN
- R1 = BROWN

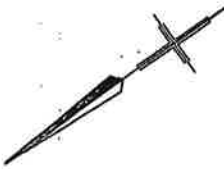
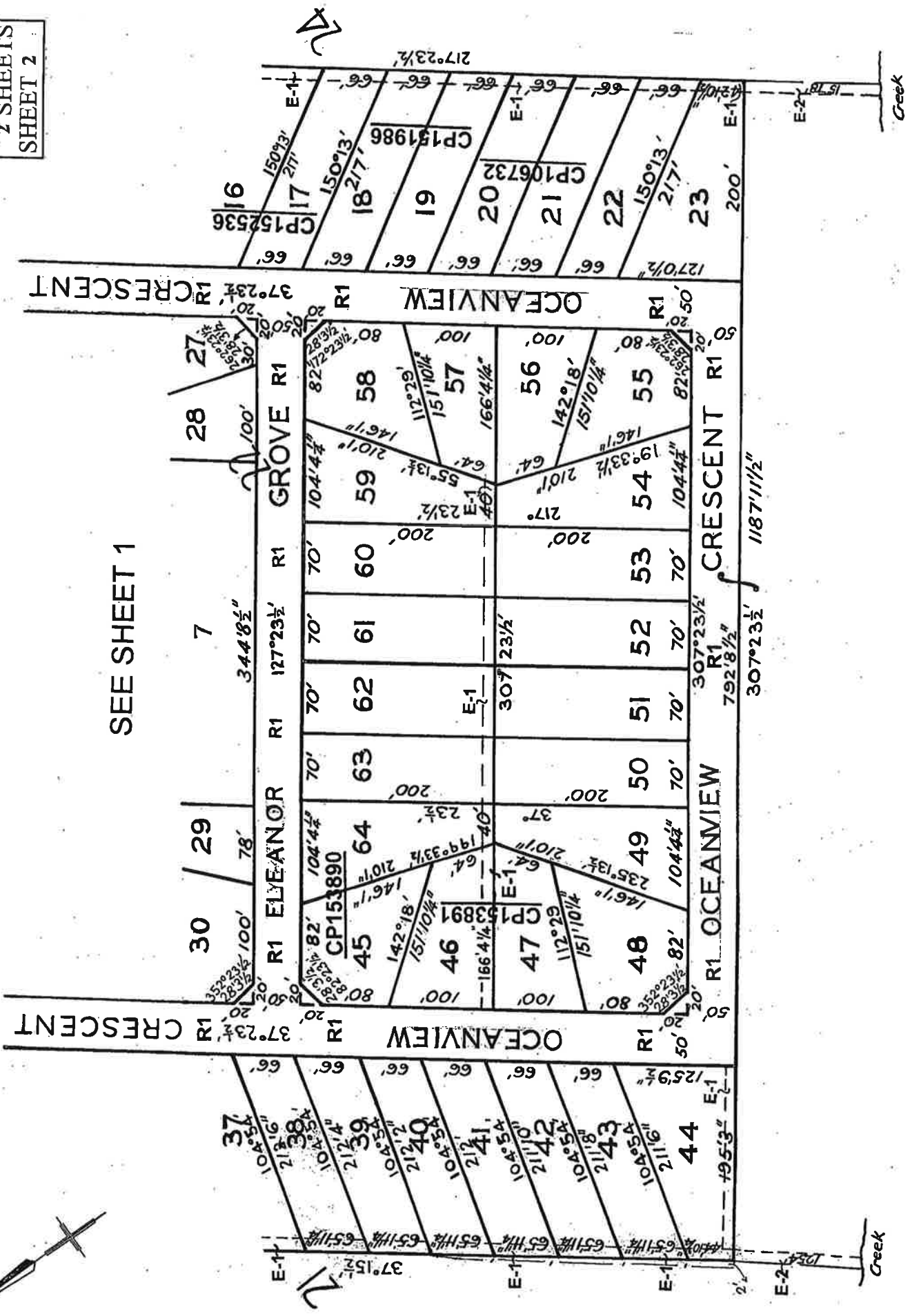
NOTATIONS

REFERENCE MARKS ARE 12 x 1" IRON PIPES



LP 20506  
2 SHEETS  
SHEET 2

SEE SHEET 1



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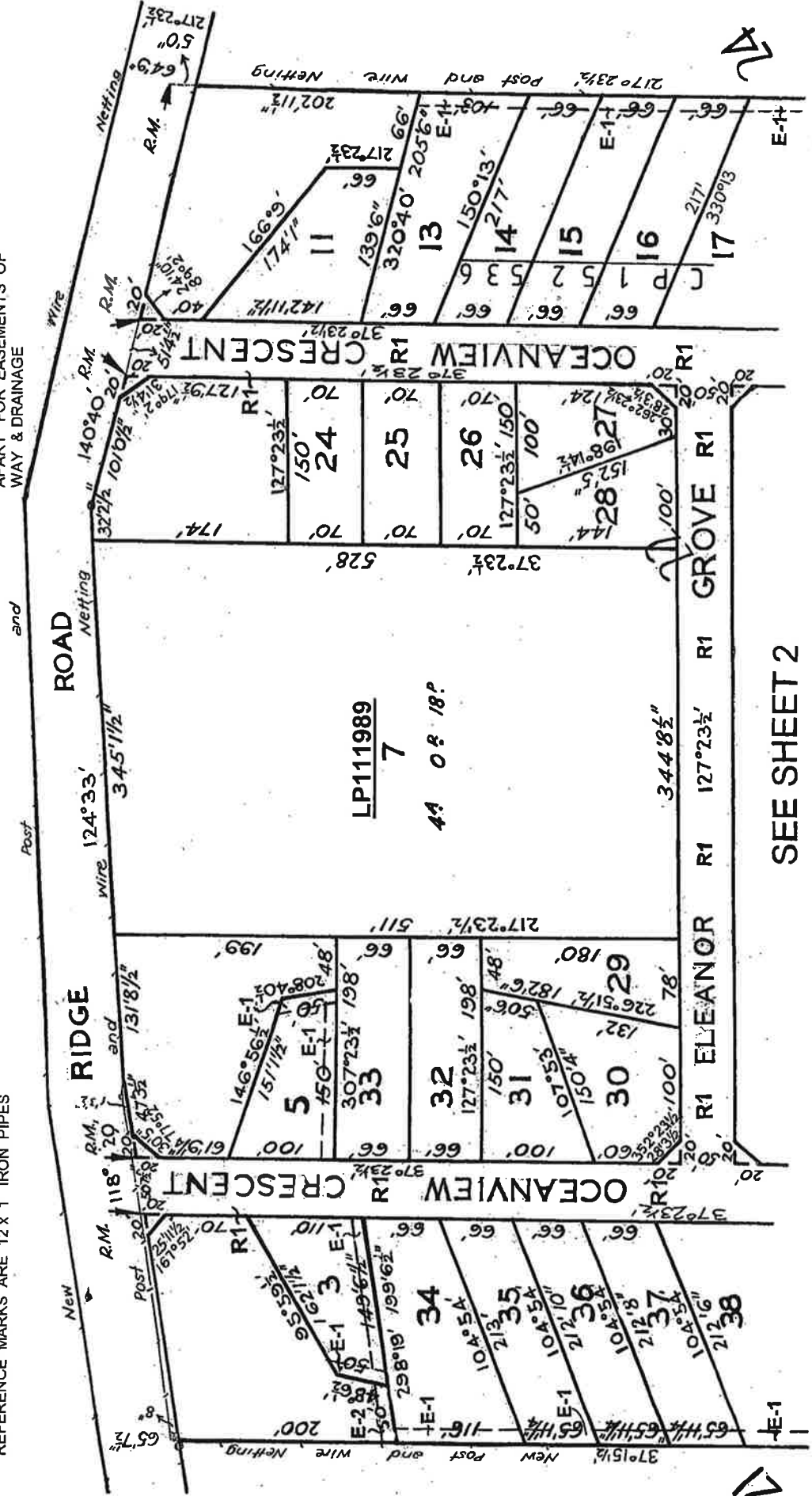
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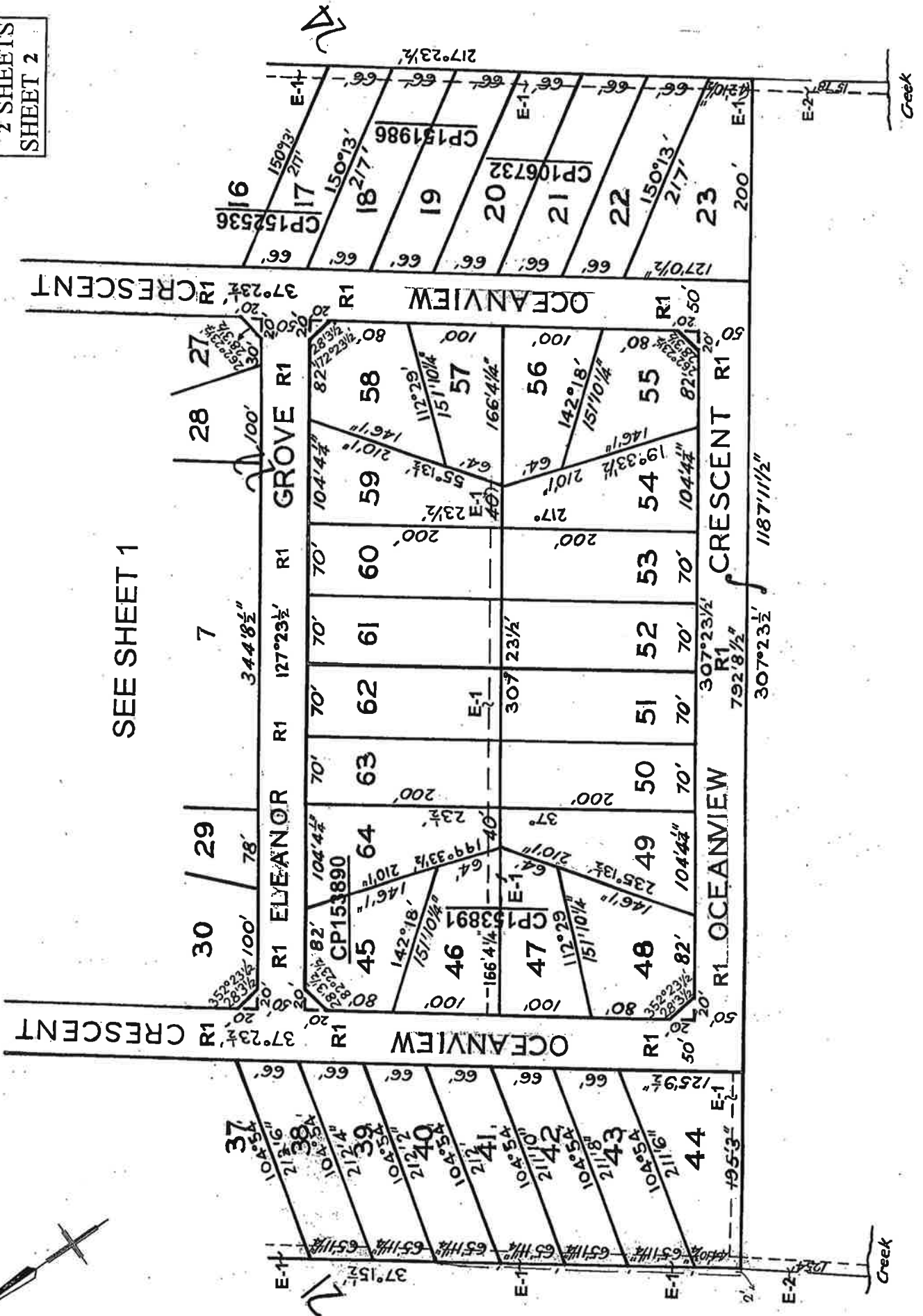


SEE SHEET 2

LP 20506

2 SHEETS  
SHEET 2

SEE SHEET 1



## Property Report from [www.land.vic.gov.au](http://www.land.vic.gov.au) on 10 October 2018 11:39 AM

**Address:** 12 OCEANVIEW CRESCENT KALLISTA 3791

**Lot / Plan:** Lot 37 LP20506

**SPI (Standard Parcel Identifier):** 37\LP20506

**Local Government (Council):** YARRA RANGES **Council Property Number:** 227672

**Directory Reference:** Melway 124 J10

**This property is in a designated bushfire prone area.**

**Special bushfire construction requirements apply. Planning provisions may apply.**

Further information about the building control system and building in bushfire prone areas can be found

in the Building Commission section of the Victorian Building Authority website [www.vba.vic.gov.au](http://www.vba.vic.gov.au)

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### Parcel Details

Lot/Plan or Crown Description	SPI
Lot 37 LP20506	37\LP20506

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### State Electorates

**Legislative Council:** EASTERN VICTORIA

**Legislative Assembly:** MONBULK

### Utilities

**Rural Water Corporation:** Southern Rural Water

**Melbourne Water Retailer:** Yarra Valley Water

**Melbourne Water:** inside drainage boundary

**Power Distributor:** AUSNET (Information about [choosing an electricity retailer](#))

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### Planning Zone Summary

**Planning Zone:** [GREEN WEDGE A ZONE \(GWAZ\)](#)

[GREEN WEDGE A ZONE - SCHEDULE 1 \(GWAZ1\)](#)

**Planning Overlays:** [BUSHFIRE MANAGEMENT OVERLAY \(BMO\)](#)

[SIGNIFICANT LANDSCAPE OVERLAY \(SLO\)](#)

[SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 20 \(SLO20\)](#)

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### Further Planning Information

Planning scheme data last updated on 26 September 2018.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State, local, particular and general provisions of the local planning scheme that may affect

the use of the land can be obtained by contacting the local council or by visiting [Planning Schemes Online](#)

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the Planning & Environment Act 1987.

It does not include information about exhibited planning scheme amendments, or zonings that may affect the land.

To obtain a **Planning Certificate** go to [Titles and Property Certificates](#)

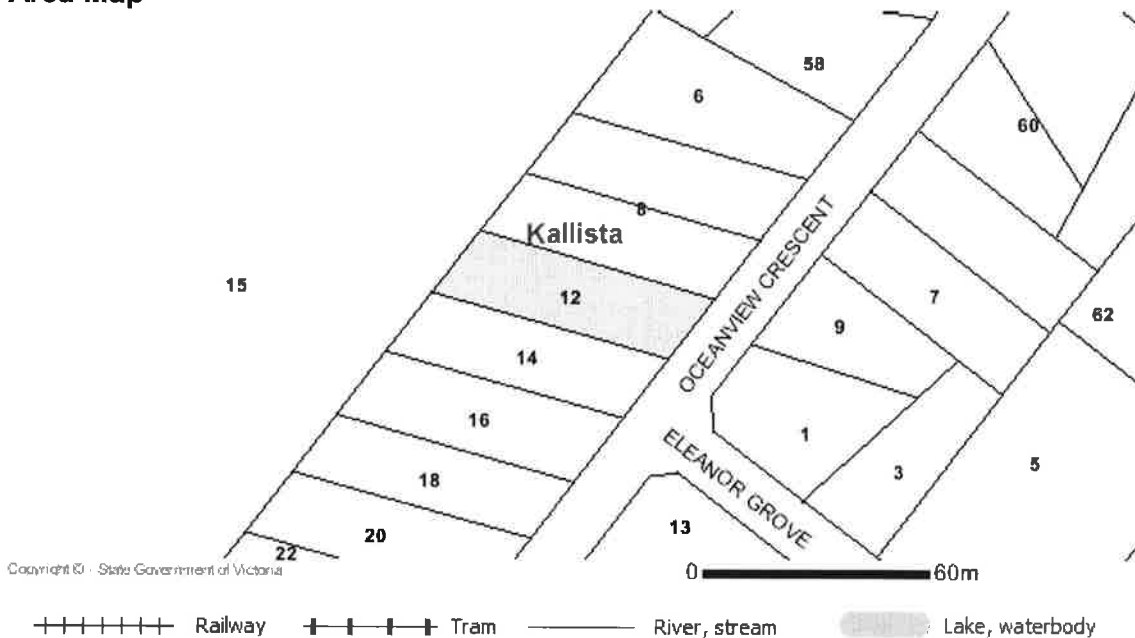
The Planning Property Report includes separate maps of zones and overlays

For details of surrounding properties, use this service to get the Reports for properties of interest

To view planning zones, overlay and heritage information in an interactive format visit [Planning Maps Online](#)

For other information about planning in Victoria visit [www.planning.vic.gov.au](http://www.planning.vic.gov.au)

## Area Map



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Environment,  
Land, Water  
and Planning

Schedule

- Item 1: **Date of Agreement:** 13<sup>th</sup> February 2018
- Item 2: **Landlord:** Joshua Conder  
C/- Ranges First National  
1 Bayview Road, Belgrave Vic 3160
- Item 3: **Agent:** Registered Business Name: Ranges First National  
1 Bayview Road, Belgrave Vic 3160  
Telephone: (03) 9754 6111 Facsimile: (03) 9752 5255
- Item 4: **Tenant 1** Aleesha Steele and Andrew Davidson
- Item 5: **Premises:** 12 Oceanview Crescent, Kallista Vic 3791  
Including chattels (attach inventory if necessary)
- Item 6: **Rental:** \$1955.00 per calendar month payable on the 24<sup>th</sup> day of every month, always in advance  
From the N/A - the rent will be increased to N/A per calendar month
- Item 7: **Commencing on:** 24<sup>th</sup> Day of February 2018
- Item 8: **Rental Payments:** To Landlord/Agent at Ranges First National Real Estate  
Bank: National Australia Bank  
BSB: 083 125 Account Number: 298862362  
Ref: OCEANV
- Item 9: **Bond** \$2500.00 paid to Landlord/Agent  
  
Where there is more than one tenant the amounts they each contribute are listed here:  
Name: \_\_\_\_\_ Amount: \$ \_\_\_\_\_  
Name: \_\_\_\_\_ Amount: \$ \_\_\_\_\_
- Item 10: **Urgent Repairs:** The Landlord authorises the Agent to undertake urgent repairs in accordance with Residential Tenancies Act 1997 up to \$1,100.00  
For Urgent Repairs: Telephone 03 9754 6111 Fax: 03 9752 5255

\*Fixed Term Agreement:

- Item 11: **Term:** Twelve (12) months
- Item 12: **Commencement Date:** 24<sup>th</sup> day of February 2018
- Item 13: **Termination Date:** 23<sup>rd</sup> day of February 2019

Signed by the Landlord: \_\_\_\_\_  
In the presence of: \_\_\_\_\_ (Witness)  
Signed by the Tenant: \_\_\_\_\_  
In the presence of: \_\_\_\_\_ (Witness)

~~Note: Use of this Guarantee is subject to the provisions of Sections 37 and 38 of The Residential Tenancies Act, 1997.~~

~~Guarantee: To the within named landlord \_\_\_\_\_  
I/We \_\_\_\_\_  
Of \_\_\_\_\_~~

~~Hereby Guarantee the punctual performance by the within named tenant of all terms conditions and covenants contained in the above agreement. You may without affecting my/our liability under this Agreement grant time or other concession to or compromise with the Tenant and this Guarantee shall be a continuing Guarantee in all respects.~~

~~Signed, Sealed & Delivered  
By the Guarantor: \_\_\_\_\_  
in the presence of: \_\_\_\_\_ (Witness)~~

~~The Tenant hereby acknowledges having received a copy of a Statement of rights and Duties, two copies of the Condition Report and a copy of this Tenancy Agreement in accordance with the provisions of the Residential Tenancies Act 1997.~~

Signed by the Tenant: \_\_\_\_\_