



DAWES & VARY RIORDAN
—
LAWYERS

Vendor Statement

**David Anthony Johnson
and
Kayley Emma Johnson
and
Michael Christopher Lawrey**

Property: 505 Murchison-Tatura Road, Dhurringile VIC 3610

Dawes & Vary Riordan Pty Ltd
159 Welsford Street
SHEPPARTON VIC 3630
Tel: 03 5820 0200
Fax: 03 5831 5377
Ref: LCH:20231879

VENDOR STATEMENT PURSUANT TO 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.

VENDOR **David Anthony Johnson, Kayley Emma Johnson and Michael Christopher Lawrey**

PROPERTY **505 Murchison-Tatura Road, Dhurringile VIC 3610**

1. FINANCIAL MATTERS

1.1 Particulars of any Rates, Taxes, Charges or Other Similar Outgoings (and any interest on them):

- (a) Are contained in the attached certificates.
- (b) Amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge of, are as follows:
 - (i) The purchaser will be liable for municipal, water, sewerage and drainage rates and charges from the date of settlement.
 - (ii) The purchaser may also become liable for State Land Tax depending on the use to which the property is put and other properties owned by the purchaser.

1.2 Particulars of any Charges (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.

Refer to attached land information certificate(s).

1.3 Terms Contract

This section 1.3 only applies if the 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, particulars are as follows:

Not applicable.

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 to the receipt of rents and profits, are as follows:

Nil.

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 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.

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.

Nil.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered):

- (a) Are as set out in the attached copies of title documents otherwise none known to the vendor.
- (b) Particulars of any existing failure to comply with the terms of that easement, covenant or restriction 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 or similar restriction.

3.2 Road Access

There is access to the property by road.

3.3 Designated Bushfire Prone Area

The land is in a bushfire prone area under section 192A of the *Building Act 1993*.

3.4 Planning Scheme

Attached is a certificate with the required specified information.

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 as follows:

If any, are as contained in the attached search(es), certificate(s) and/or statement(s).

4.2 Agricultural Chemicals

Particulars 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; if any, are as contained in the attached search(es), certificate(s) and/or statement(s).

4.3 Compulsory Acquisition

The particulars of any notice of intention to acquire served under section 6 of the *Land Acquisition and Compensation Act 1986* are as follows:

Nil.

5. BUILDING PERMITS

Particulars of any building permits 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.

6. OWNERS CORPORATION

The land is not affected by an Owners Corporation within the meaning of the *Owners Corporations Act 2006*.

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

There is no work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987*).

7.2 GAIC Recording

The land is not affected by the GAIC.

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

☒ Telephone services

☒ Sewerage

☐ Town water supply

☐ Rural water supply

9. TITLE

9.1 Attached is a copy of the Register Search Statement and the document, or part of the document, referred to as a "diagram location" in the Statement that identifies the land and its location.

10. DISCLOSURE OF ENERGY EFFICIENCY INFORMATION

There is no certificate relating to Energy Efficiency Information applicable.

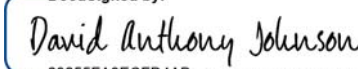


11. DUE DILIGENCE CHECKLIST

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 the 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.

The vendor makes this statement in respect of the land in accordance with section 32 of the *Sale of Land Act 1962*.

Date of this Statement: 19/9/23
...../...../.....

Signatures of the vendor:

DocuSigned by:

.....29255FA9ECFD4AB.....
David Anthony Johnson
DocuSigned by:

.....29255FA9ECFD4AB.....
Kayley Emma Johnson
DocuSigned by:

.....29255FA9ECFD4AB.....
Michael Christopher Lawrey

The purchaser acknowledges being given a duplicate of this statement signed by the vendor with the attached documents before the purchaser signed any contract.

Date of this Acknowledgment:/...../.....

Signature of the purchaser: