

# Vendor Statement

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

47 Tarranyurk Katyil Road, Dimboola 3414

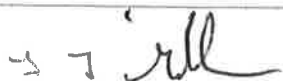
Vendor's name

Gary Terence Miller

Date

18/2/21

Vendor's  
signature



Purchaser's  
name

Date

/ /

Purchaser's  
signature

Purchaser's  
name

Date

/ /

Purchaser's  
signature

# 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.

## 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):
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## 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.

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 receipts of rents and profits.

Not Applicable.

# 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.

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.

Not Applicable.

# 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): -

Not Applicable.

## 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 under section 192A of 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.

**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:

Not Applicable.

**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:

Nil.

**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:

Nil.

**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):

Not Applicable.

**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*.

Not Applicable.

**7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")**

Not applicable.

**8. SERVICES**

The services which are marked with an 'X' in the accompanying square box are NOT connected to the land:

Electricity supply <input type="checkbox"/>	Gas supply <input checked="" type="checkbox"/>	Water supply <input type="checkbox"/> - GWM Water – Stock & Domestic Pipeline	Sewerage <input checked="" type="checkbox"/>	Telephone services <input checked="" type="checkbox"/>
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**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.

## 10. SUBDIVISION

### 10.1 Unregistered Subdivision

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

Not Applicable.

### 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*.

Not Applicable.

### 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.

Not Applicable.

## 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 1000m<sup>2</sup>; (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):

Not Applicable.

## 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.)*

- Vacant Residential Land or Land with a Residence
- Attach Due Diligence Checklist (this will be attached if ticked)

## 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 an "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)*

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

VOLUME 04893 FOLIO 489

Security no : 124087184159N  
Produced 16/12/2020 03:53 PM

CROWN GRANT

LAND DESCRIPTION

Crown Allotment 123A Parish of Katyil.

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor

GARY TERENCE MILLER of 653 ANTWERP-KATYIL ROAD DIMBOOLA VIC 3414  
AF901601K 12/06/2008

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AF901602H 12/06/2008  
RABOBANK AUSTRALIA LTD

MORTGAGE AN667668G 21/03/2017  
RURAL FINANCE CORPORATION OF VICTORIA

Any crown grant reservations exceptions conditions limitations and powers noted on the plan or imaged folio set out under DIAGRAM LOCATION below.  
For details of any other encumbrances see the plan or imaged folio set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE TP637034S 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: 47 TARRANYURK KATYIL ROAD DIMBOOLA VIC 3414

DOCUMENT END

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<b>TITLE PLAN</b>	<b>EDITION 1</b>	<b>TP 637034S</b>
<b>Location of Land</b> Parish: KATYIL Township: Section: Crown Allotment: 123A Crown Portion:  Last Plan Reference Derived From: VOL 4893 FOL 489 Depth Limitation: 50 FEET		<b>Notations</b> SUBJECT TO THE RESERVATIONS EXCEPTIONS CONDITIONS AND POWERS CONTAINED IN CROWN GRANT VOL 4893 FOL 489 AND NOTED ON SHEET 2 OF THIS PLAN  IN THE MALLEE COUNTRY FOR THE PURPOSES OF THE LAND ACT  ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN
Description of Land / Easement Information		THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT COMPILED 02/10/2000 VERIFIED CL  COLOUR CODE Y = YELLOW
LENGTHS ARE IN LINKS	Metres = 0.2048 x Feet Metres = 0.201166 x Links	Sheet 1 of 2 sheets

TITLE PLAN

TP 637034S

LAND DESCRIPTION INCLUDING RESERVATIONS EXCEPTIONS  
CONDITIONS AND POWERS SHOWN ON THE CROWN GRANT

**COUNTRY** in the said State containing *two hundred and fifty seven acres two roods and twenty eight perches more or less being Allotment one hundred and twenty three* in the Parish of *Raby* County of *Down* **ALL THAT PIECE OF LAND** in the **MALLEE**

(the same being land which is subject to Section 25 of the Land Act 1921) delineated with the measurements and subtlets thereof in the map drawn in the margin of these presents and therein coloured yellow. **PROVIDED** nevertheless that the grantee shall be entitled to sink wells for water and to the use and enjoyment of any wells or springs of water upon or within the boundaries of the said land for any and for all purposes as though he held the land without limitation as to depth. **RESERVE** nevertheless unto Us Our heirs and successors all gold and silver and antiferous and argenteferous earth and stone and all mines seams lodes and deposits containing gold silver copper tin antimony coal and other metals and minerals and mineral ores in upon or under or within the boundaries of the land hereby granted. **AND** also reserving to Us Our heirs and successors free liberty and authority for Us Our heirs and successors and Our and their licensees agents and servants at any time or times hereafter to enter upon the said land and to search and mine therein for gold silver copper tin antimony coal and all other metals and minerals and mineral ores and to extract and remove therefrom any gold silver and any antiferous and argenteferous earth or stone copper tin antimony coal and other metals and minerals and mineral ores and to search for and work dispose of and carry away the gold silver copper tin antimony coal metals minerals and their ores lying in upon or under the land hereby granted and for the purposes aforesaid to sink shafts make drives erect machinery and to carry on any works and do any other things which may be necessary or usual in mining and with all other incidents that are necessary to be used for the getting of the said gold silver copper tin antimony coal and other metals and minerals and mineral ores and the working of all mines seams lodes and deposits containing gold silver copper tin antimony coal and other metals and minerals and mineral ores in upon or under the land hereby granted

**PROVIDED** always that the said land is and shall be subject to be resumed for mining purposes under Section 178 of the Land Act 1916.

**AND** **PROVIDED** also that the said land is and shall be subject to the right of any person being the holder of a miner's right or of a licence to search for metals or minerals or of a mining or mineral lease to enter therein and to mine for gold silver copper tin antimony coal and other metals and minerals and mineral ores and to erect and to occupy mining plant or machinery thereon in the same manner and under the same conditions and provisions as those on which the holder of a miner's right or of a mining or mineral lease had at the date of these presents the right to mine for gold and silver in and upon Crown lands. **PROVIDED** that compensation shall be paid to the said

GRANTEE

his heirs executors administrators assigns or transferees by such person for surface damage to be done to such lands by reason of mining thereon such compensation to be determined as provided for the time being by law for the case of land resumed for mining purposes and the payment thereof to be a condition precedent to such right of entry.

LENGTHS ARE IN  
LINKS

Metres = 0.3048 x Feet  
Moles = 0.201168 x Links

Sheet 2 of 2 sheets

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

VOLUME 09203 FOLIO 192

Security no : 124087184154T  
Produced 16/12/2020 03:53 PM

LAND DESCRIPTION

Crown Allotment 99 Parish of Katyil.  
PARENT TITLE Volume 02997 Folio 313  
Created by instrument G574552 31/03/1977

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor

GARY TERENCE MILLER of 653 ANTWERP-KATYIL ROAD DIMBOOLA VIC 3414  
AF901601K 12/06/2008

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AF901602H 12/06/2008  
RABOBANK AUSTRALIA LTD

MORTGAGE AN667668G 21/03/2017  
RURAL FINANCE CORPORATION OF VICTORIA

For details of any other encumbrances see the plan or imaged folio set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE TP786049T 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: 47 TARRANYURK KATYIL ROAD DIMBOOLA VIC 3414

DOCUMENT END

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<b>TITLE PLAN</b>		<b>EDITION 1</b>	<b>TP 786049T</b>
<b>Location of Land</b> Parish            KATYIL Township Section Crown Allotment    99 Crown Portion		<b>Notations</b>	
<b>Last Plan Reference</b> Derived From    VOL 9203 FOL 192 Depth Limitation    NIL		ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN	
<b>Description of Land / Easement Information</b>		THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT COMPILED            22/05/2003 VERIFIED             DA	
LENGTHS ARE IN METRES	Metres = 0.3048 x Feet Metres = 0.201168 x Links	Sheet 1 of 1 sheets	



Hindmarsh  
Shire Council

# HINDMARSH SHIRE COUNCIL

ABN 26 550 541 749

P.O. BOX 250 NHILL VIC 3418

PHONE (03) 53 914 444

FAX (03) 53 911 376

EMAIL [info@hindmarsh.vic.gov.au](mailto:info@hindmarsh.vic.gov.au)

OFFICE HOURS: 8.30 a.m. – 5.00 p.m. MON – FRI.

BRANCH OFFICES ARE AT JEPARIT, RAINBOW AND DIMBOOLA

## TAX INVOICE

Assessment Number	74840
Date of issue	18/08/2020
Total amount payable	\$4,900.90
Last day to pay	30/09/2020



033-3414 (33)

Mr GT MILLER  
653 Antwerp Katyil Road  
DIMBOOLA VIC 3414

## VALUATION AND RATE NOTICE FOR YEAR ENDING 30TH JUNE 2021

VALUATION DATE: 1/1/2020

### PROPERTY DETAILS

Residential/Property Address 47 Tarranyurk Katyil Road DIMBOOLA VIC 3414  
PH KATYIL C/A 99,123A V9203/192  
V4893/489  
AVPCC: 530 Mixed farming and grazing

### FINANCIAL DETAILS

Arrears/Credits (-)	\$0.00
Farm Land at \$ 0.00419770 on 1016000.00	\$4264.86
Municipal Charge at \$ 200.00 on 1.00	\$200.00
General Waste Charge at \$ 13.00 on 1.00	\$13.00
CFA Levy Primary Production at \$ 0.00019000 on 1016000.00	\$193.04
CFA Flat Primary Production at \$ 230.00 on 1.00	\$230.00

Capital Improved Value: 1016000  
Site Value: 925000  
Nett Annual Value: 50800

Rates Pensioner Concession	\$0.00
Council Rebate where applicable	\$0.00
State Fire Service pensioner concession	\$0.00
<b>Total Rates Due:</b>	<b>\$4,900.90</b>

Instalment 1 30/09/2020 \$1225.90	Instalment 2 30/11/2020 \$1225.00	Instalment 3 28/02/2021 \$1225.00	Instalment 4 31/05/2021 \$1225.00
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All charges are GST free except where otherwise indicated

The Fire Services Levy is collected for the State Government, not Council.  
Interest at the rate of 10.0% per annum applies to all rates and charges not paid by the due date/s

**Ratepayers experiencing hardship and having trouble meeting their payments are encouraged to contact Council on 03 5391 4444 to discuss a possible payment plan or applying for Hardship under Council's Hardship Policy.**

SEE OVER FOR PAYMENT METHODS Please return this section with your payment, date only if paying by post

NAME Mr GT MILLER	Assessment Number 74840	Please tick if Receipt required
Bill Code: 11783 Ref: 00748400	LEASE QUOTE THE NUMBER FOR PROMPT SERVICE POST billpay	Payable to pay 30/09/2020
Post Billpay	Bill Code: 3233 Ref: 7484 00	Total amount payable \$4,900.90



# Rural Water Account

158631

21/10/2020

L J MILLER & G T MILLER  
653 ANTWERP-KATYIL ROAD  
DIMBOOLA VIC 3414



Untreated water supply not  
suitable for drinking or food  
preparation without further  
treatment.

20/11/2020

\$ 629.23

Property Id	Property Description	Amount
158631	CA 74A 99 123A LOT 1 LP126129 LOTS 1 2 LP131891 KATYIL	629.23
	<b>Total Current Charges</b>	<b>629.23</b>

Penalty interest of 3.9% per annum will apply to overdue balances

 **POST billpay**

158631

\$ 629.23



\*347 000000000001586316

L J MILLER & G T MILLER

**SERVICE DETAILS**

Property ID 158631

BEE071436 ABA091617

Grampians

Fixed Service Charges 1st October 2020 to 31st December 2020

Pipeline Capacity Charge: 1300.0 @ \$0.9008 per kL x 25% \$292.76

Pipeline Primary Meter Charge: 2.0 @ \$322.56 per meter x 25% \$161.28

Pipeline Standard Meter Charge: 2.0 @ \$161.20 per Meter x 25% \$80.60

Pipeline Usage Charge Grampians: 87.0 @ \$1.0873per kL \$94.59

Meter No.	Type	Start Reading	End Reading	Volume
07B115514	Primary	2,033 on 30/06/2020	2,033 on 29/09/2020	0
07B115474	Standard	184 on 30/06/2020	184 on 29/09/2020	0
07B115508	Standard	295 on 30/06/2020	295 on 29/09/2020	0
07B097550	Primary	12,650 on 30/08/2020	12,737 on 29/09/2020	87
<b>Water Consumption Total</b>				<b>87 kL</b>

Annual water allocation/allowance: 2760 kL

Previous Water Usage: 0 kL

87KL water usage @ \$1.0873per kL - within annual allow/alloc

**\$629.23**

000000000001586316

**Property Report** from [www.land.vic.gov.au](http://www.land.vic.gov.au) on 16 December 2020 04:07 PM

**Address:** 47 TARRANYURK KATYIL ROAD DIMBOOLA 3414

**Lot and Plan Number:** This property has 2 parcels. See table below.

**Standard Parcel Identifier (SPI):** See table below.

**Local Government (Council):** HINDMARSH Council **Property Number:** 74840

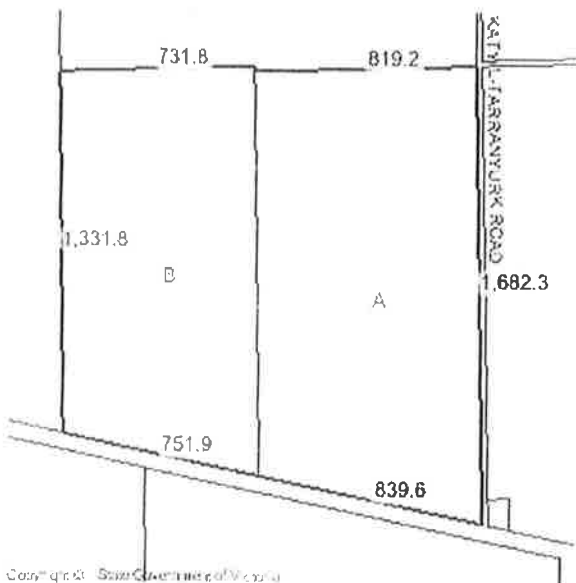
**Directory Reference:** VicRoads 26 C6

**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)

**Site Dimensions**

All dimensions and areas are approximate. They may not agree with the values shown on a title or plan.



**Area:** 2335700 sq. m  
(233.6 ha)

**Perimeter:** 6177 m

For this property:

- Site boundaries
- Road frontages

Dimensions for individual parcels require a separate search, but dimensions for individual units are generally not available.

1 dimension shorter than 20m not displayed

Calculating the area from the dimensions shown may give a different value to the area shown above - which has been calculated using all the dimensions.

For more accurate dimensions get copy of plan at [Title and Property Certificates](#)

**Parcel Details**

Letter in first column identifies parcel in diagram above

	Lot/Plan or Crown Description	SPI
	PARISH OF KATYIL	
A	Allot. 99	99\PP2853
B	Allot. 123A	123A\PP2853

**State Electorates**

**Legislative Council:** WESTERN VICTORIA

**Legislative Assembly:** LOWAN

## Utilities

**Rural Water Corporation:** Grampians Wimmera Mallee Water

**Urban Water Corporation:** Grampian Wimmera Malle Water

**Melbourne Water:** outside drainage boundary

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

## Planning Zone Summary

**Planning Zone:** [FARMING ZONE \(FZ\)](#)

[SCHEDULE TO THE FARMING ZONE \(FZ\)](#)

**Planning Overlay:** [ENVIRONMENTAL SIGNIFICANCE OVERLAY \(ESO\)](#)

[ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 2 \(ESO2\)](#)

Planning scheme data last updated on 9 December 2020.

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 and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this 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 and 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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From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) on 16 December 2020 04:07 PM

## PROPERTY DETAILS

Address: **47 TARRANYURK KATYIL ROAD DIMBOOLA 3414**  
 Crown Description: **Allot. 99 PARISH OF KATYIL**  
 Standard Parcel Identifier (SPI): **99\PP2853**  
 Local Government Area (Council): **HINDMARSH** [www.hindmarsh.vic.gov.au](http://www.hindmarsh.vic.gov.au)  
 Council Property Number: **74840**  
 Planning Scheme: **Hindmarsh** [planning-schemes.delwp.vic.gov.au/schemes/hindmarsh](http://planning-schemes.delwp.vic.gov.au/schemes/hindmarsh)  
 Directory Reference: **VicRoads 26 C6**

This property has 2 parcels. For full parcel details get the free Basic Property report at [Property Reports](#)

## UTILITIES

Rural Water Corporation: **Grampians Wimmera Mallee Water**  
 Urban Water Corporation: **Grampian Wimmera Malle Water**  
 Melbourne Water: **outside drainage boundary**  
 Power Distributor: **POWERCOR**

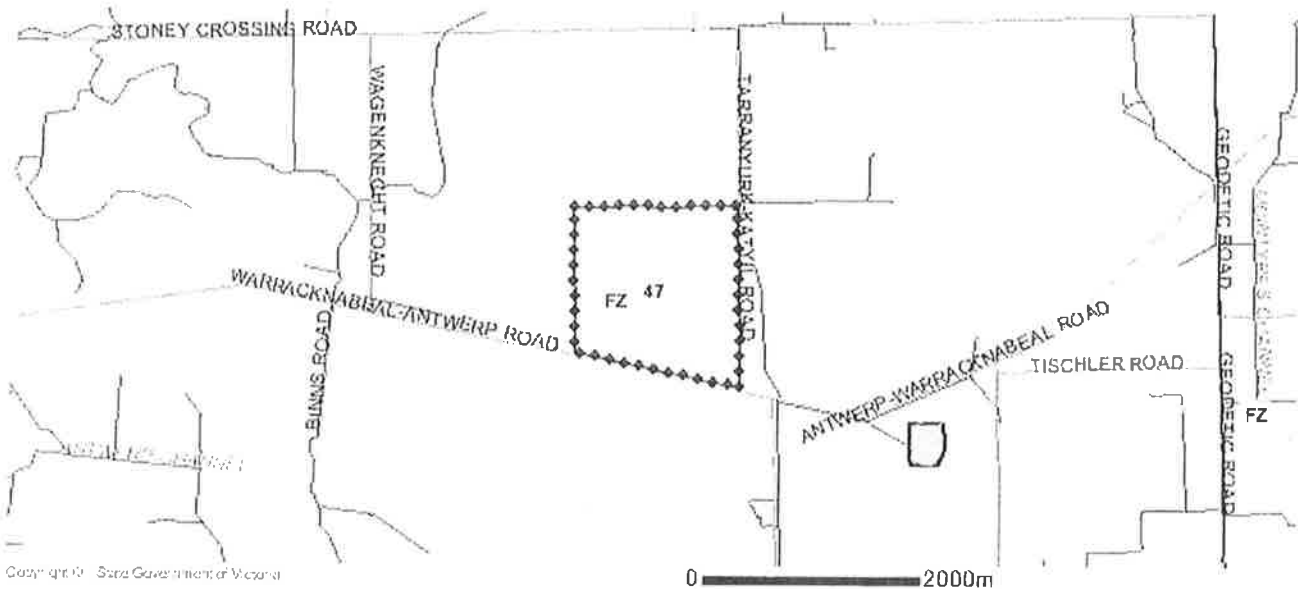
## STATE ELECTORATES

Legislative Council: **WESTERN VICTORIA**  
 Legislative Assembly: **LOWAN**

## Planning Zones

### FARMING ZONE (FZ)

### SCHEDULE TO THE FARMING ZONE (FZ)



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FZ - Farming  PCRZ - Public Conservation & Resource

Note: labels for zones may appear outside the actual zone - please compare the labels with the legend

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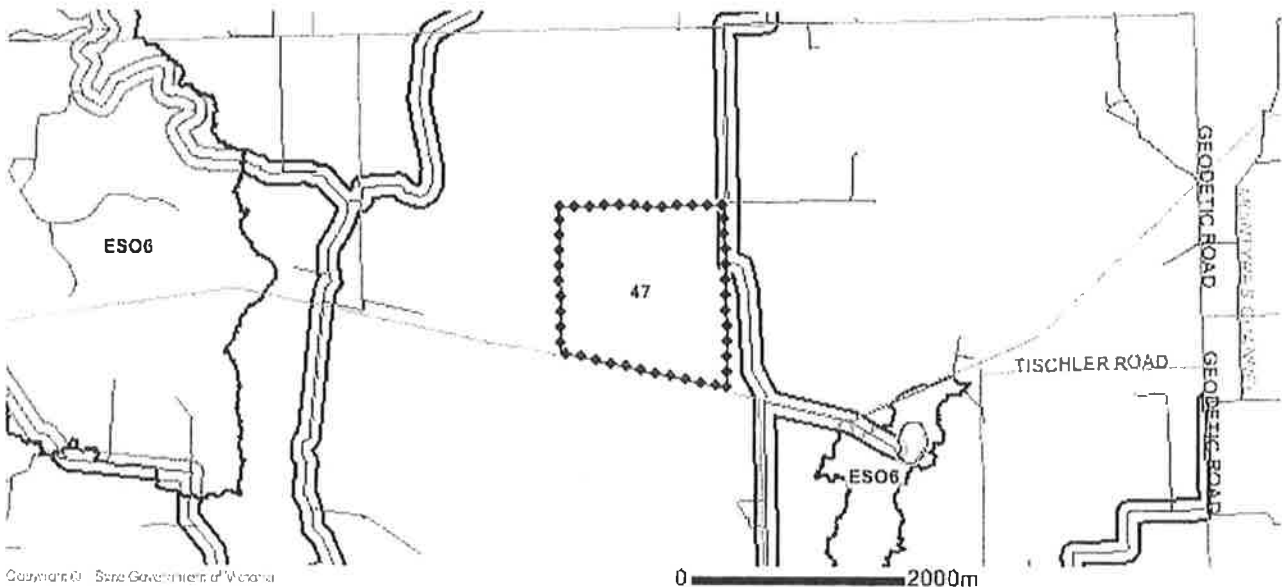
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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

## Planning Overlay

### ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)

### ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 2 (ESO2)



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ESO - Environmental Significance

Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend.

## Further Planning Information

Planning scheme data last updated on 9 December 2020.

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 and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council

or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the *Planning and 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 at Landata - <https://www.landata.vic.gov.au>

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 <http://mapshare.maps.vic.gov.au/vicplan>

For other information about planning in Victoria visit <https://www.planning.vic.gov.au>



## Designated Bushfire Prone Area

This property is in a designated bushfire prone area.  
Special bushfire construction requirements apply. Planning provisions may apply.



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Designated Bushfire Prone Area

Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011 and amended from time to time.

The Building Regulations 2018 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

Designated bushfire prone areas maps can be viewed on VicPlan at <http://mapshare.maps.vic.gov.au/vicplan> or at the relevant local council.

Note: prior to 8 September 2011, the whole of Victoria was designated as bushfire prone area for the purposes of the building control system.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website [www.vba.vic.gov.au](http://www.vba.vic.gov.au)

Copies of the Building Act and Building Regulations are available from [www.legislation.vic.gov.au](http://www.legislation.vic.gov.au)

For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>

**LEASE OF REAL ESTATE**

**(FARMING PROPERTY)  
(WITH GUARANTEE & INDEMNITY)**

*Prepared by the Law Offices of –*  
**BROWN & PROUDFOOT  
LAWYERS**

**74 Wilson Street, Horsham Vic 3400  
Phone: (03) 5382 4455 / Fax: (03) 5382 2215**

Ref: HT:190845

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**LESSOR:** GARRY TERANCE MILLER of 653 Antwerp-Katyil Road, Dimboola Vic 3414

**LESSEE:** JOHN POLACK of 253 Katyil-Wail Road, Dimboola, Vic 3414

- and -

HELEN MAREE POLACK of 253 Katyil-Wail Road, Dimboola, Vic 3414

**LAND:** *Crown Allotment 99 and Crown Allotment 123A Parish of Katyil* comprising a total acreage of 553 acres or thereabouts more particularly described as Certificate of Title Volume 9203 Folio 192 and Certificate of Title Volume 4893 Folio 489 being the land situated at 47 Tarranyurk-Katyil Road Dimboola 3414

**PLEASE NOTE: The area comprising the house, domestic curtilage, machinery sheds, barn, silos and sheep yards on the said land are not included in this lease and the Landlord shall have uninterrupted access at all times.**

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THIS LEASE made the \_\_\_\_\_ day of \_\_\_\_\_ 2019

BETWEEN the Landlord described in the schedule ("the Landlord") of the one part and the Tenant described in the schedule ("the Tenant") of the other part WITNESSES.

### INTERPRETATION

1. In the interpretation of this Lease except where such interpretation shall be excluded by or be repugnant to the context when used herein;

"Landlord" shall mean the person or persons for the time being entitled to the reversion of the said land;

"Tenant" shall mean the person or persons named in this lease as the Tenant, their heirs, executors, administrators, successors and permitted assigns and all covenants and agreement by the Tenant if consisting of more than one person shall be deemed to have been entered into and made by such persons both jointly and severally;

"Said land" means the demised premises owned by the Landlord and described in the schedule and all building and appurtenances thereto and all fixtures, fittings, drains, roads, services, and fencing in or on the land or buildings and any alterations, modifications or extensions thereto;

"Person" shall be deemed to include a corporation.

"GST" means GST within the meaning of the GST Act.

"GST Act" means the A New Tax System (Goods and Services Tax) Act 1999 (as amended).

### SAID LAND AND TERM

2. THE LANDLORD lets to the Tenant and the Tenant takes the said land for the term and at the rent set out in the schedule subject to and in consideration of the covenant powers and conditions in this lease.

### TENANT'S COVENANTS

3. THE TENANT covenants with the Landlord as follows:-

#### Rent

- 3.1 To duly and punctually pay in advance to the Landlord at his address herein or as he shall direct during the term of this lease the rent set out in the schedule in the manner and on the date set out in the schedule.

Costs

- 3.2 The Tenant agrees to pay all legal costs incurred by the Landlord for the purposes of the preparation and execution of this Lease Agreement.

Costs on Default

- 3.3 The Tenant agrees to pay in the event of any breach or default by the Tenant in performing or observing any covenant agreement condition or stipulation herein contained or implied all legal and other costs charges and expenses which the Landlord shall become liable in consequence of or in connection with such breach or default.

Interest

- 3.4 The Tenant agrees to pay interest at the rate of 2% per annum plus the rate for the time being fixed by section 2 of the Penalty Interest Rate Act 1983 on any money owing by the Tenant by way of rental or otherwise under this Lease during the period of default without effecting any other rights of the Landlord.

Water Rates

- 3.5 The Tenant agree to pay all water consumption charges levied on the said land by GWM Water.

Third parties

- 3.6 The Tenant will not allow or invite any third parties onto the said land without the consent of the landlord. Third parties are to include the Tenant's employees, agents, customers, invitees and licencees.

Public Risk Insurance

- 3.7 The Tenant will at their own cost and expense either separately or if so required by the Landlord in common with the Landlord and with such insurance office as may be approved by the Landlord insure and keep insured in respect of liability for loss injury or damage to any person or property whatsoever arising from the Landlord's ownership of the said land and the Tenant's interest as Tenant in the said land or caused by or arising out of any act of or omission by any of the Landlord's or Tenant's employees, agents, customers, invitees and licencees of any of them or in or about or to or from or in relation to the demised premises or a condition or state of repair thereof or the trade business or occupation carried out thereon or therefrom to an amount of not less than \$10,000,000.00.

Indemnity

- 3.8 The Tenant will indemnify and keep indemnified the Landlord from and against all claims demands writs summonses actions suits proceedings judgments orders decrees damages costs losses and expenses of any nature whatsoever other than those caused or substantially contributed to by the negligence or wilful act of the Landlord her servants agents contractors or invitees which they may suffer or incur in connection with loss of life personal injury and/or damage to property arising from or out of any occurrence in upon or at the said land or the use of the said land or any part thereof by the Tenant or by the Tenant's employees agents contractors or visitors.

Repair and Maintenance

- 3.9 The Tenant will during the said term keep and maintain and at the expiration of the said term or the sooner determination thereof yield up the said land and all fences gates gateways and fittings on the said land in as good repair as at present (fair wear and tear excepted) and will promptly repair any damage to fences caused by the Tenant.

Vitiating Insurance

- 3.10 The Tenant will not commit any nuisance on the said land or allow to be done anything that might prejudice any insurance on the said land or any part thereof or render necessary the payment of any additional insurance premium beyond the ordinary rate.

Use of land

- 3.11 The Tenant will use the said land only for the purpose of cropping and grazing of sheep and without limiting the generality of the foregoing will not at anytime during the said term depasture cattle or horses on the said land.


Assignment and Subletting

- 3.12 The Tenant will not without the consent in writing of the Landlord assign underlet or part with possession of the said land or any part thereof and it is hereby agreed that the provisions of section 144 of the Property Law Act 1958 are specifically excluded.

Farm Management

- 3.13 The Tenant will in all respects cultivate and manage the said land and every part thereof in a good clean proper and husbandlike manner according to the best farming methods practiced in the district during the said term and so as not

to injure or cause the said land to deteriorate to the satisfaction of a qualified Agronomist appointed by the Landlord. Without limiting the generality of sub-clause 3.12 hereof the Tenant shall:

- i. apply not less than 6 units of superphosphate per acre to the said land annually;
- ii. apply a minimum of 6 units of superphosphate annually per acre or amount advised by an Agronomist so that the nutrients are retained in the ground;
- iii. each year during the term will provide the Landlord with full particulars of all chemicals and sprays applied to the said land or crops growing thereon and, for the purpose of controlling weeds and vermin including brand names, dates of application and rates of application;
- iv.  will not grow <sup>the same</sup> cereal crops on the said land or on the same section of any part thereof in consecutive years; and
- v. keep the said land clean and free of rubbish, waste and dead animal carcasses to the satisfaction of the Landlord; and
- vi. will not sow or introduced GMO crops or seed to the said land without prior approval from the Lessor.

#### Pests and Noxious Weeds

3.14 The Tenant will at their cost and expense during the said term use all proper means for keeping down controlling and exterminating on the said land all rabbits and all noxious weeds and will comply with all rules and regulations now or hereafter in force with relation to the keeping down controlling and exterminating of the same. The Tenant's obligation to keep down control and exterminate rabbits and noxious weeds on the said land applies during the summer of each year of this lease and the period after harvest finishes until the end of the term of the Lease.

#### Timbers

3.15 The Tenant will not at any time during the said term cut down fell lop damage injure or destroy any timber now or hereafter growing standing or fallen on the said land.

#### Alterations, Additions and Fixtures

3.16 The Tenant will not erect demolish or alter any buildings or other improvements on the said land without first obtaining consent in writing from

the Landlord.

Channels

3.17 In no circumstances will the Tenant fill in existing Wimmera Mallee Water water supply channels on the said land.

Inspection and Works by Landlord

3.18 The Tenant will permit the Landlord or their agent with or without workmen or others at all reasonable times to enter upon the said land to examine the state repair and condition thereof and, if the same be found defective, notice in writing of such defect shall be given to the Tenant, and the Tenant shall make good the same in a proper manner to the satisfaction of the Landlord or their agent within fourteen days next after every such notice shall have been given as aforesaid, and if the Tenant shall at any time make default in performance of the preceding portion of this covenant it shall be lawful for (but not obligatory on) the Landlord (but without prejudice to the right of re-entry under the clause to that effect hereinafter contained) to enter upon the said land and repair the same at the expense of the Tenant in accordance with the covenant and conditions herein contained, and the expense of such repairs shall be repaid by the Tenant to the Landlord on demand.

LANDLORD'S COVENANTS

4. THE LANDLORD covenants with the Tenant as follows:-

Quiet Enjoyment

4.1 The Tenant in paying the rent hereby reserved and performing and observing the several covenants, provisions, conditions and agreements herein contained and by them on their part to be observed and performed shall and may peacefully and quietly hold and enjoy the said land without hindrance interruption or disturbance by the Landlord or by any other person or persons lawfully claiming under or in trust for her until the end of the said term.

Multiple Rates

4.2 The Landlord will pay all rates charges and taxes now imposed or that may hereafter be imposed or that may be payable in respect of the said land during the continuance of the term hereby created but specifically excluding water consumption charges levied by GWM Water which shall be paid by the Tenant (refer to clause 3.5 hereof).

Fire Insurance

- 4.3 The Landlord agrees to pay all fire insurance premiums on buildings and fences on the said land.

FURTHER AGREEMENTS

5. NOTWITHSTANDING anything hereinbefore contained the Landlord and the Tenant covenant and agree that:

Default and Re-entry

- 5.1 If the rental shall at any time be unpaid for fourteen days after becoming payable whether formally demanded or not or if any of the covenants or stipulations herein on the Tenant's part shall not be performed or observed or if the Tenant or other persons in whom for the time being the term created shall have vested become bankrupt or enter into any composition with their creditors or execute any deed of arrangement or suffer any distress or execution to be levied on their goods or being a corporation shall go into voluntary or compulsory liquidation (except for the purposes of amalgamation or reconstruction) then and in any of such cases it shall be lawful for the Landlord at any time thereafter to re-enter upon the said land or any part thereof in the name of the whole and thereupon this Lease shall absolutely determine without prejudice to the right of action of the Landlord in respect of any antecedent breach of any of the Tenant's covenants herein contained or implied.

Holding Over

- 5.2 In the event of the Tenant continuing in occupation of the said land after the expiration or sooner determination of the said term whether with or without the consent of the Landlord such other holding shall not be construed as creating a tenancy from week to week or month to month or year to year or as a tenancy at will or otherwise but notwithstanding the failure of the Tenant to vacate the said land or of the Landlord to require possession upon the expiration or sooner determination of the said term or the payment or receipt of rent by the Tenant and the Landlord respectively the Tenant's occupancy of the said land during such over holding shall be as licences which licence may be determined by fourteen days notice in writing given by either the Landlord or the Tenant and otherwise such licence shall be subject to the same terms and conditions on the



part of the Tenant to be performed and observed as are contained in this Lease so far as applicable thereto.

#### Unharvested Crops

5.3 The Tenant shall have the right to enter the said land after the term hereby created shall have expired for the purpose of harvesting any crop or crops sown by them prior to the expiration of the said term. The Tenant must not during the said term plant any crop which could not reasonably be expected to be harvested prior to the expiration of the said term without the prior consent of the Landlord. During the period of any permitted holding over in accordance with clause 5.2, the Tenant must not plant any crop without the consent of the Landlord.

#### Hay

5.4 The Tenant shall have the right to cut hay on the said land during the said term but the resulting straw is to be maintained.

#### Notices

5.5 Any notices required to be served hereunder shall be sufficiently served on the Tenant if addressed to the Tenant by registered post or left at their last known address in Victoria. A notice sent by registered post shall be deemed to be given at the time when in the due course of post it would be delivered at the address to which it is sent.

#### Disputes

5.6 All disputes and questions whatsoever which shall any time arise between the Tenant and the Landlord relating to this Lease Agreement and the construction or application thereof or any clause herein contained or as to any act deed or omission of either the Landlord or the Tenant shall be referred to the mediation process in the first instance as a genuine attempt by both parties to determine the dispute. All costs of such reference as aforesaid shall be borne in equal shares by the Landlord and the Tenant.

#### GST

5.7 Except where express provision is made to the contrary, and subject to this clause 5.7, the consideration payable by any party under this lease represents the value of any taxable supply for which payment is to be made. If a party makes a taxable supply in connection with this lease for a consideration, then the party liable to pay for the taxable supply must also pay, at the same time

and in the same manner as the value is otherwise payable, the amount of any GST payable in respect of the taxable supply. If this Lease requires the Tenant to pay reimburse or contribute to an amount paid or payable by the Landlord in respect of an acquisition from a third party for which the Landlord is entitled to claim an input tax credit, the amount required to be paid reimbursed or contributed by the Tenant will be the value of the acquisition by the Landlord plus, if the Landlord's recovery from the Tenant is a taxable supply, any GST payable. A party's right to payment is subject to a valid tax invoice being delivered to the party liable to pay for the taxable supply.

## **SCHEDULE**

1. **Date of making this Lease Agreement:-**  
  
The 1st day of May, 2019
  
2. **The Landlord:-**  
**GARRY TERANCE MILLER** of 653 Antwerp-Katyil Road, Dimboola Vic 3414
  
3. **The Tenant:-**  
**JOHN POLACK** of 253 Katyil-Wail Road, Dimboola, Vic 3414  
- and -  
**HELEN MAREE POLACK** of 253 Katyil-Wail Road, Dimboola, Vic 3414
  
4. **The Said Land:-**  
**Crown Allotment 99 and Crown Allotment 123A Parish of Katyil** comprising a total acreage of 553 acres or thereabouts more particularly described as Certificate of Title Volume 9203 Folio 192 and Certificate of Title Volume 4893 Folio 489 being the land situated at 47 Tarranyurk-Katyil Road Dimboola 3414  
***PROVIDED ALWAYS*** that the house, domestic curtilage, machinery sheds, barn, silos and sheep yards on the said land are not included in this lease and the Landlord shall have uninterrupted access thereto at all times containing in all 553 acres or thereabouts
  
5. **The Said Term:-**  
A 3-year term from the 1st day of May, 2019 until the 28th day of February, 2022
  
6. **The Rental:-**
  - 1<sup>st</sup> Year – from 01/05/2019 to 28/02/2020 – \$49,770.00 per annum (at the rate of \$90.00 per acre per annum GST exclusive);
  - 2<sup>nd</sup> Year – from 01/03/2020 to 28/02/2021 – \$49,770.00 per annum (at the rate of \$90.00 per acre per annum GST exclusive); and
  - 3<sup>rd</sup> Year – from 01/03/2021 to 29/02/2022 – \$49,770.00 per annum (at the rate of \$90.00 per acre per annum GST exclusive)

Rent is to be paid by equal half-yearly payments on the 1<sup>st</sup> days of July and January in each year with the first payment of rent being on 1 July 2019 and the second payment being on 1 January 2020 and so on until the end of the lease.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first hereinbefore written.

SIGNED by the said GARY TERANCE

)

)

)

Gary Terance Miller

MILLER in the presence of:

Witness [Signature]

~~SIGNED~~ by the said ~~LISA JOY~~

)

)

)

\_\_\_\_\_

~~MILLER~~ in the presence of:

Witness \_\_\_\_\_

SIGNED by the said JOHN POLACK

)

)

)

John Polack

in the presence of:

Witness [Signature]

SIGNED by the said HELEN MAREE

)

)

)

Helen Maree Polack

POLACK in the presence of:

Witness [Signature]

DATED 1<sup>st</sup> May 2019

BETWEEN

GARRY TERANCE MILLER

Landlord

AND

JOHN POLACK

- and -

HELEN MAREE POLACK

Tenant

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**FARMING LEASE**  
**AGREEMENT**

***“Crown Allotments 99 & 123A  
Parish of Katyil”***

---

BROWN & PROUDFOOT,  
Lawyers,  
74 Wilson Street,  
HORSHAM Vic 3400

Tel: (03) 5382 4455  
Ref: HT:190845

# 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 the [Due diligence checklist page on the Consumer Affairs Victoria website](http://consumer.vic.gov.au/duediligencechecklist) (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.

(04/10/2016)

## 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 rights.

(04/10/2016)



DATED

2021

**GARY TERENCE MILLER**

to

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**AUCTION CONTRACT OF SALE OF LAND**

---

**Property: 47 Tarranyurk Katyil Road, Dimboola 3414**

**BROWN & PROUDFOOT**

Solicitors

74 Wilson Street  
Horsham Vic 3400

Tel: 03 5382 4455  
Fax: 03 5382 2215  
DX 34009 Horsham  
Ref: JSB:CH:201542

