

Vendor's Statement to the Purchaser

PROPERTY:

Lots 1 & 2 Horseshoe Bend Road, Dimboola
Victoria 3414

MILLS OAKLEY

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**VENDOR'S STATEMENT TO THE PURCHASER
OF REAL ESTATE UNDER SECTION 32
OF THE SALE OF LAND ACT 1962 (VIC) ("ACT")**

VENDOR: Trust for Nature (Victoria)

PROPERTY: Lots 1 & 2 Horseshoe Bend Road, Dimboola Victoria 3414, being Lots 1 & 2 on Title Plan 372031X as described in Certificate of Title Volume 04747 Folio 271

IMPORTANT NOTICE TO PURCHASERS

The use to which you propose to put the Property may be prohibited by planning or building controls applying to the locality or may require the consent or permit of the municipal council or other responsible authority. It is in your interest to undertake a proper investigation of permitted land use before you commit yourself to buy.

The Property may be located in an area where commercial agricultural production activity may affect your enjoyment of the Property. It is therefore in your interest to undertake an investigation of the possible amenity and other impacts from nearby properties and the agricultural practices and processes conducted there.

In this Statement words importing the singular mean and include the plural and vice versa.

1 Title Documents

Attached are copies of the following documents concerning title to the Property:

- (a) Register Search Statement for Certificate of Title Volume 04747 Folio 271
- (b) Title Plan 372031X
- (c) Unregistered covenant in the form **attached** with such other amendments as agreed to by the Vendor

2 Restrictions

Information concerning any easement, covenant or other similar restriction affecting the Property (whether registered or unregistered) is:

- (a) set out in the attached Title Documents and any other attachments to this Vendor's Statement;
- (b) easements that are implied under section 12(2) of the *Subdivision Act 1988*;
- (c) any public rights of way and any private easement arising by use of the land by persons other than the Vendor. These may be evident from an inspection or observation from the land;
- (d) any encumbrances by Grampians Wimmera Mallee Water;
- (e) any proposed planning scheme amendments and additional notes affecting the Property, as detailed in the attached Planning Certificate; and
- (f) any other easements, covenants or restrictions shown in the annexures to this Vendor's Statement.

The Vendor is not aware of any existing failure to comply with the terms of any easement, covenant or other similar restriction affecting the Property. However, although the Vendor is not aware of any of such occurrences, it is possible that sewers, drains, water pipes, electrical, telephone and telecommunication services servicing the Property and other properties in the locality may be laid outside any registered easements created for such purposes.

3 Planning and Road Access

- 3.1 The Property is affected by the planning instruments as set out in the attached Planning Certificate.
- (a) Name of planning scheme: Hindmarsh Planning Scheme
 - (b) Name of responsible authority: Hindmarsh Shire Council
 - (c) Zoning of land: Rural Living Zone
 - (d) Abuttals: Not applicable
 - (e) Planning overlays affecting the Land:
 - Part Bushfire Management Overlay
 - Part Environmental Significance Overlay – Schedule 1
 - Part Environmental Significance Overlay – Schedule 3
 - Part Environmental Significance Overlay – Schedule 6
- 3.2 There is access to the Property by road.

4 Outgoings

- 4.1 Information concerning any rates, taxes, charges or other similar outgoings affecting the Property and any interest payable on any part of them can generally be found in the attached copies of relevant certificates.
- 4.2 The Vendor is not aware of any other amounts for which the Purchaser may become liable as a consequence of having purchased the Property.
- 4.3 An appropriate adjustment will be required at settlement of any council and water rates, land tax, water consumption, owners corporation charges and levies, and any similar charges (not including any amounts to which section 10G of the Sale of Land Act 1962 applies).

5 Services

- 5.1 The following services are not connected as at the date of this Statement:
- (a) Electricity
 - (b) Gas
 - (c) Water
 - (d) Sewerage
 - (e) Telephone
- 5.2 Services may be available but not connected at time of or prior to settlement. The Purchaser should check with the appropriate authority as to the cost of connecting essential services not connected to the Property as such costs are the sole responsibility of the Purchaser. The Purchaser must make no objection or requisition and must not make any claim for compensation nor rescind or determine the contract of sale to which this Statement applies nor delay or postpone settlement as a result of any or all of the services being available but not connected to the Property

6 Bushfire – Prone Area

- 6.1 The Property is in a bushfire-prone area within the meaning of the regulations made under the *Building Act 1993 (Vic)*.

7 Building Approvals and Owner–Builder Insurance

- 7.1 Particulars of any building permit issued in the past seven years under the *Building Act 1993* (Vic) are contained in the attached certificates, if any.
- 7.2 Particulars of any required insurance effected in the past six years under the *Building Act 1993* (Vic) are contained in the attached certificates, if any.

8 Notices

- 8.1 Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal affecting the Property of which the Vendor might reasonably be expected to have knowledge, including any:
- (a) notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the Property;
 - (b) notice, property management plans, reports or orders in respect of the Property issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes;
 - (c) notice served under Section 6 of the *Land Acquisition and Compensation Act 1986* (Vic), are, other than contained in the attached certificates and statements, none to the Vendor's knowledge.
- 8.2 The Vendor has no means of knowing the particulars of all decisions, notices, orders, declarations, reports, recommendations or approved proposals of public authorities and government departments affecting the Property unless they have been communicated to the Vendor at its current address and the Purchaser should make its own enquiries from the Municipal Council or any other public authority or government department considered appropriate by the Purchaser.

9 Charges

To the Vendor's knowledge, there are no charges (whether registered or unregistered) over the Property imposed by or under an Act to secure an amount due under that Act.

10 GAIC

- 10.1 A work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* (Vic) does not apply to the Property.

11 Commercial and Industrial Property Tax

- 11.1 The Land is not tax reform scheme land within the meaning of the *Commercial and Industrial Property Tax Reform Act 2024* (Vic).
- 11.2 The AVPCC allocated to the land is 103. The AVPCC allocated to the land is not a qualifying use.
- 11.3 See the Commercial and Industry Property Tax Clearance Certificate annexed to this document.

12 Summary Of Attachments to Vendor's Statement

Attached to this Statement are copies of:

- 12.1 Register Search Statement for Certificate of Title Volume 04747 Folio 271
- 12.2 Title Plan 372031X
- 12.3 Unregistered covenant with such other amendments as agreed to by the Vendor
- 12.4 Privacy Statement
- 12.5 Planning Certificate

Register Search Statement - Volume 4747 Folio 271

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The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

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

VOLUME 04747 FOLIO 271

Security no : 124130114219E
Produced 21/11/2025 10:29 AM

LAND DESCRIPTION

Lots 1 and 2 on Title Plan 372031X.

PARENT TITLES :

Volume 03836 Folio 166 to Volume 03836 Folio 167

Created by instrument 1123892 25/08/1923

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

TRUST FOR NATURE (VICTORIA) of LEVEL 5 379 COLLINS STREET MELBOURNE VIC 3000
AV122492Q 10/12/2021

ENCUMBRANCES, CAVEATS AND NOTICES

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 set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE TP372031X 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)

ADMINISTRATIVE NOTICES

NIL

eCT Control 21078Q MILLS OAKLEY
Effective from 16/12/2021

DOCUMENT END

The information supplied has been obtained by Dye & Durham Property Pty Ltd who is licensed by the State of

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NATURE.

TITLE PLAN		EDITION 1	TP 372031X
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Location of Land

Parish: WATCHEGATCHECA
 Township:
 Section:
 Crown Allotment: 22(PT), 23(PT)
 Crown Portion:
 Last Plan Reference:
 Derived From: VOL 4747 FOL 271
 Depth Limitation: 50 FEET

Notations

IN THE MALLEE COUNTRY FOR THE PURPOSES OF THE LAND ACT.

WATERWAY NOTATION:
 LOT 2 IN THIS PLAN MAY ABUT CROWN LAND THAT MAY BE SUBJECT TO A CROWN LICENCE TO USE

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: 29/03/2000
 VERIFIED: CP

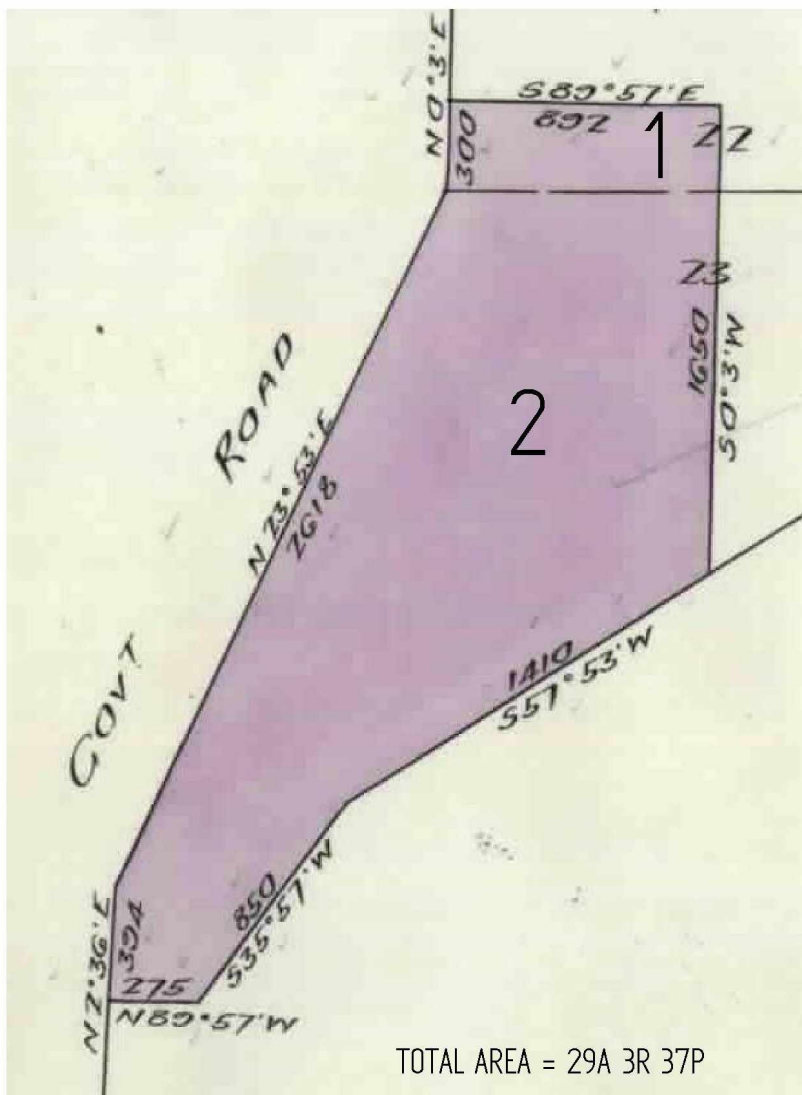


TABLE OF PARCEL IDENTIFIERS	
WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962	
PARCEL 1 = CA22 (PT)	
PARCEL 2 = CA23 (PT)	



Deed of Covenant for the Conservation of Land

Full Name/s of Owner/s as per Title

Trust for Nature (Victoria)

Property: Lots 1 and 2 on Title Plan 372031X
Horseshoe Bend Road, Dimboola VIC 3414

Note: Owners are obliged under this Covenant to promptly notify the Trust of any change in ownership or another encumbrance relating to the Land or any lease or other interest in Land which the Owners grant to any other person.

www.trustfornature.org.au

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Parties

Insert full Name/s of Owners as per Title (Owner) of Address of per Title

Trust for Nature (Victoria) [ABN 60 292 993 543] (Trust) of Level 5, 379 Collins Street, Melbourne VIC 3000

Recitals

- A The Owner is the registered proprietor of the land described in Schedule 1 and desires to enter into a covenant with the Trust under section 3A of the Act and which runs with the Land empowering the Trust to enforce the covenant against the Owner.
- B The Trust and the Owner have agreed to enter into this Covenant, being satisfied that the Land possesses the appropriate characteristics and acknowledging that the Parties' aims and purposes are the conservation and care of the Land in accordance with the Covenant Objectives.
- C Covenant Objectives are the conservation and care of the Land for public scientific and public educational purposes including, as relevant to the Land its:
- (a) native plants and wildlife;
 - (b) natural interest or beauty;
 - (c) ecological significance;
 - (d) historical interest.
- D The Trust and the Owner recognise that the intent of this Covenant is to forever conserve, care for and improve the natural character and wildlife habitat on the Land.
- E The Trust and the Owner recognise that the intent of this Covenant is to contribute to the National Reserve System, under the Protected Area criteria established by the International Union for Conservation of Nature (IUCN 2008).
- F The Trust and the Owner acknowledge and respect the Traditional Owners of the Land as the original custodians of Victoria's land and waters, recognise their unique ability to care for Country and their deep spiritual connection to it, and support the continuation of cultural and spiritual practices on Country.

1 Definitions

In this Covenant the following definitions apply:

Act means the *Victorian Conservation Trust Act 1972* (Vic).

Country means areas of lands, waters and skies to which Traditional Owners have traditional and cultural associations to that land. Country includes all of the sentient and non-sentient parts of the world and the interactions between them, according to Aboriginal lore.

Covenant means this document or any schedule or annexure to it.

Covenant Management Plan means the plan mutually agreed to and signed by the Owner and the Trust for the management of the Land, as amended from time to time and which forms part of this Covenant once signed.

Covenant Objectives means the aims and purposes of this Covenant as outlined in Recital C.

Domestic Area means an area up to 2ha in size, which is a part of the Covenant and used as a Dwelling and a garden to the Dwelling the size and location of which are to be approved in writing by the Trust.

Dwelling means any habitable structure, including but not limited to a house, permanent caravan, dependent persons' unit or holiday accommodation.

Exploration means exploration for minerals and includes:

- (1) conducting geological, geophysical and geochemical surveys; and
- (2) drilling; and
- (3) taking samples for the purposes of chemical or other analysis; and
- (4) extracting minerals from the Land, other than for the purpose of producing them commercially; and
- (5) in relation to an exploration licence, anything else (except mining) that is specified in the licence.

Home Occupation means an occupation carried on in a Dwelling, or within the Domestic Area, by a resident of the Dwelling.

Land means the land shown hatched on the plan attached at Schedule 1 being the whole of the land more particularly described in Certificate of Title Volume 04747 Folio 271, which has the purpose of conserving areas which are ecologically significant or areas of importance to the conservation of wildlife or native plants.

Letter of Approval means a letter signed by the Trust providing approval for the Owner to undertake specific activities on the Land otherwise prohibited under this Covenant.

Licence means an exploration licence, mining licence, a prospecting licence or a retention licence as set out in the *Minerals Resources (Sustainable Development) Act 1990*.

Mining means extracting minerals from the Land for the purpose of producing them commercially and includes processing and treating ore.

Minister means the Minister of the Crown administering the Act.

Mortgagee means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Land or any part of it.

Owner means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Land or any part of it, including any Mortgagee-in-possession and all future registered proprietors of the Land.

Parties means the parties to this Covenant.

Permitted Defendable Space and Fire Protection Works means vegetation permitted to be removed under the applicable planning scheme (as amended from time to time), whether under a planning permit or exemption in the planning scheme, for bushfire protection purposes including for the creation of defendable space from an existing or new building or other fire protection works.

Register means the register of land kept under the *Transfer of Land Act 1958* (Vic).

Registered Aboriginal Party has the same meaning as in the *Aboriginal Heritage Act 2006* (Vic).

Registrar of Titles means the person responsible for managing the Register.

Subdivision means the subdivision as defined with the *Subdivision Act 1988* (Vic) (or its successor) or any consolidation of land or boundary realignment.

Traditional Owners generally means those Aboriginal peoples who possess rights in relation to Country in accordance with their traditional laws acknowledged and customs observed, and when used in clause 8 and 11 specifically means the Registered Aboriginal Party, or if there is no Registered Aboriginal Party, then an entity having a similar purpose in law, and as agreed between the Owner and the Trust.

Trust means Trust for Nature (Victoria) as established under section 2 of the Act.

2 Interpretation

In the interpretation of this Covenant, the following provisions apply unless the context otherwise requires:

- 2.1 Headings are inserted for convenience only and do not affect the interpretation of this Covenant.
- 2.2 A reference in this Covenant to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
- 2.3 A reference in this Covenant to any document or agreement is to that document or agreement as amended, novated, supplemented or replaced.
- 2.4 A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Covenant.
- 2.5 An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
- 2.6 Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
- 2.7 A word which indicates the singular also indicates the plural, a word which indicates the plural also indicates the singular, and a reference to any gender also indicates the other genders.
- 2.8 A reference to the word 'include' or 'including' is to be interpreted without limitation.
- 2.9 Any schedules and attachments form part of this Covenant

3 Deed of Covenant

- 3.1 The Trust and the Owner agree without limiting or restricting their respective powers to enter into this Covenant and, insofar as it can be so treated, this Covenant is made pursuant to section 3A of the Act.

4 Registration

- 4.1 The Owner consents to the Trust making application to the Registrar of Titles to make a recording of this Covenant in the Register on the Certificate of Title of the Land in accordance with section 3A(10) of the Act and do all things necessary to enable the Trust to do so including signing any further agreement, acknowledgement or document or procuring the consent to this Covenant of any Mortgagee or caveator to enable the recording to be made in the Register under that section.

5 Effect of Agreement

- 5.1 This Covenant shall be deemed to come into force and effect from the date of execution of this Covenant and the benefit and burden of this Covenant shall be annexed to the Land.
- 5.2 The obligations of the Owner under this Covenant will take effect as separate and severable covenants which shall be annexed to and run at law and equity with the Land to bind the Owner and each successor, assignee or transferee of the Owner, the registered proprietor, the mortgagee in possession and the beneficial owner for the time being of the Land.

6 Owner Covenants

The Owner covenants at all times to observe and perform the following obligations and duties in relation to the Land:

General

- 6.1 To use and manage the Land in a manner, which in the reasonable opinion of the Trust, is consistent with the Covenant Objectives.
- 6.2 Not to do any act or thing upon the Land, which in the reasonable opinion of the Trust, is prejudicial to its conservation, care and/or the Covenant Objectives.

Development and works

- 6.3 In particular, on and with respect to the Land, the Owner must not permit, cause or allow to occur unless approved in accordance with clause 9:

- 6.3.1 the Subdivision of the Land;
- 6.3.2 the construction or placement of any structure or Dwelling on the Land save for:
 - (a) within the Domestic Area;
 - (i) non-habitable structures;
 - (ii) one Dwelling;
 - (iii) any of the usual outbuildings associated with a Dwelling;
 - (b) outside the Domestic Area;
 - (i) non-habitable structures.

The location, type and size of any non-habitable structure outside the Domestic Area or a Dwelling anywhere on the Land must be approved in writing by the Trust prior to construction and remain subject to the approval of the responsible authority.

In the event of the destruction or removal of a Dwelling or structure approved under this clause, any replacement Dwelling or structure may be constructed without approval from the Trust, provided it is located on the same site and is designed to have a similar footprint and size as the original.

- 6.3.2 the erection of any further transmission lines or other services or works (unless required by law) save for those required for a Dwelling approved under sub-clause 6.3.2;
- 6.3.3 the construction of any dams; and
- 6.3.4 erect or display any notice, hoarding or advertising matter save for identification signs and interpretive signs.

Use and management

- 6.4 In particular, on and with respect to the Land, the Owner must not permit, cause or allow to occur, unless otherwise approved by the Trust in accordance with clause 9:
- 6.4.1 the removal or destruction of any local indigenous trees, plants or grasses, dead or alive, or the planting of any flora other than local indigenous flora save for:
- In relation to the Domestic Area where:
- (i) the Owner must not introduce any environmental weeds as specified from time to time by the Department of Energy, Environment and Climate Action (or its successor); and
- (ii) the Owner may undertake any Permitted Defendable Space and Fire Protection Works;
- or in relation to revegetation works where
- (iii) it is deemed appropriate by the Trust to use local and non-local provenances in accordance with State guidelines.
- 6.4.2 any act or omission which may adversely affect any local indigenous flora or any indigenous fauna or their related habitats;
- 6.4.3 (unless required by law) any deterioration in the natural state or in the flow, supply, quantity or quality of any body of water;
- 6.4.4 livestock to enter;
- 6.4.5 the introduction of any non-indigenous fauna, or any cat, dog or other domestic animals;
- 6.4.6 the removal, introduction or disturbance of any soil, rocks, or other minerals (which includes soil cultivation and earth-moving activities) save for revegetation activities;
- 6.4.7 the operation of any trade, industry or business save for Home Occupations;
- 6.4.8 the recreational use of trail bikes or any vehicles;
- 6.4.9 the accumulation of rubbish or storage of any materials other than materials being used or intended to be used by the Owner on the Land;
- 6.4.10 the removal of any timber including fallen timber;
- 6.4.11 the establishment or spread of pest animals and pest plants which shall be controlled and, as far as possible, eliminated in accordance with section 20 of the *Catchment and Land Protection Act 1994* (Vic) (or its successor);
- 6.4.12 the establishment or spread of high threat pest animals and plants identified by the Trust, which shall be controlled and, as far as possible, eliminated;
- 6.4.13 the application of fertilizer save for within the Domestic Area; and
- 6.4.14 any other activities not consistent with the Covenant Objectives.

Mining and Exploration

- 6.5 In relation to any minerals exploration or extraction activity or production of gas, petroleum or other substance proposed on or with respect to the Land, the Owner must:
- 6.5.1 not apply for a Licence;
 - 6.5.2 not permit any Mining or Exploration or production of gas, petroleum or other substance proposed, unless required by law;
 - 6.5.3 notify the Trust of any proposed Mining or Exploration or production of gas, petroleum or other substance proposed; and
 - 6.5.4 not consent to any Mining or Exploration or production of gas, petroleum or other substance proposed unless approved by the Trust in writing.

7 Further Covenants

- 7.1 The Owner further covenants and agrees:
- 7.1.1 to make reasonable efforts to remove pests and weeds from the Land and to prevent their future invasion;
 - 7.1.2 to make reasonable efforts, if necessary, to erect fences which allow free movement of indigenous fauna between adjacent grazing areas and the Land, and to maintain fences and gates in good stock proof order and condition;
 - 7.1.3 to permit officers, agents or nominees of the Trust acting on behalf of the Trust provided prior notice of at least seven days has been given, to enter the Land in order to monitor and assess its condition, assess compliance with this deed or to prepare the Covenant Management Plan pursuant to clause 8.

Lease or Licence

- 7.2 The Owner further covenants and agrees upon resolving to lease or licence the Land or any portion of the Land to:
- 7.2.1 include within the lease or licence provided to any potential lessee or licensee of the Land a copy of this Covenant; and
 - 7.2.2 in writing, procure the agreement of the tenant or licensee to perform and observe the duties and obligations as assumed by the Owner pursuant to this Covenant; and
 - 7.2.3 promptly notify the Trust in writing of any lease or licence entered into for the Land or any portion of the Land.

Sale or transfer of title

- 7.3 The Owner further covenants and agrees upon entering into any contract to sell the Land or any portion of the Land to:
- 7.3.1 include within the contract provided to any potential purchaser of the Land a copy of this Covenant; and
 - 7.3.2 promptly notify the Trust in writing that the Owner has entered into a contract to sell the Land or any portion of the Land.

Other Interest

- 7.4 The Owner further covenants and agrees before granting or entering into any other contract or disposing of or creating any other interest in the Land or any portion of the Land to:
- 7.4.1 include within the contract or provide to the person being granted an interest in the Land or any portion of the Land, a copy of this Covenant; and
 - 7.4.2 in writing, procure the agreement of the person being granted an interest in the Land to perform and observe the duties and obligations as assumed by the Owner pursuant to this Covenant; and
 - 7.4.3 promptly notify the Trust in writing that the Owner has granted an interest in the Land or any portion of the Land.

Mortgagee consent

- 7.5 Without limiting clause 4, the Owner further covenants and agrees that the Owner must obtain Mortgagee consent to the registration of this Covenant on the Certificate of Title to the Land and procure that the Mortgagee signs such documents and does such things as is otherwise necessary to give effect to that consent. The Owner indemnifies the Trust for any costs, loss, damage or expense arising from or in connection with any failure by the Owner to comply with this clause.

8 Covenant Management Plan

- 8.1 The Covenant Management Plan must be prepared as soon as practicable after the execution of this Covenant by the Trust and the Owner.
- 8.2 By mutual consent of the Owner and the Traditional Owners, the Covenant Management Plan may be informed by cultural knowledge.
- 8.3 The Covenant Management Plan may be varied or amended by mutual consent in writing of both Parties, unless otherwise agreed.
- 8.4 The Parties agree that if there is any inconsistency between the terms of this Covenant and the provisions of the Covenant Management Plan, then the terms of this Covenant shall prevail.
- 8.5 The Parties agree that once mutually agreed to and signed by both Parties, the Covenant Management Plan forms a part of this Covenant and is enforceable as if it were part of the Covenant.
- 8.6 If the Parties are unable to agree on the content and actions of the Covenant Management Plan then the dispute resolution process set out in clause 13 must be followed.
- 8.7 The Owner must do all things necessary to give effect to the terms of this Covenant and the Covenant Management Plan.
- 8.8 The Owner agrees to manage the Land pursuant to and in accordance with the terms of the Covenant Management Plan.

9 Letter of Approval

- 9.1 The Parties agree that the Trust may provide prior written consent for the Owner to undertake any action not permitted under clause 6 on the following basis:
- 9.1.1 the Owner must obtain the consent of the Trust prior to undertaking any actions or works;
 - 9.1.2 the consent must be in the form of a Letter of Approval issued by the Trust;
 - 9.1.3 the Trust may place conditions on the grant of consent which must be provided to the Owner in writing; and
 - 9.1.4 the consent will not be unreasonably withheld, provided that the Trust is satisfied that the proposal will not prejudice the Covenant Objectives.

10 Acknowledgements by the Trust

- 10.1 The Trust acknowledges that compliance with clause 6 and the restrictions set out in this Covenant may be treated as waived to the extent necessary for:
- 10.1.1 responsible fire protection (including any Permitted Defendable Space and Fire Protection Works), weed and pest control;
 - 10.1.2 acts outside the control of the Owner, including but not limited to:
 - (i) War
 - (ii) Riot
 - (iii) Insurrection
 - (iv) Vandalism; and
 - (v) Natural Disaster.
 - 10.1.3 reasonable maintenance of fences, culverts, dams, bridges, watercourses, buildings, tracks, paths, roads and other services;
 - 10.1.4 any act required under any law, rule or regulation of any government or governmental agency, executive or administrative order or act of general or particular application;
 - 10.1.5 the proper management of the Land as a protected environment for indigenous flora and fauna; and
 - 10.1.6 the proper operation of clause 11.

11 Cultural practices and management

- 11.1 The Trust recognises the alignment between cultural land management practices and conservation approaches that support ecological sustainability.
- 11.2 Nothing in this Covenant is intended to prevent Traditional Owners from going onto the Land to conduct cultural practices, or manage, or inform the management of, conservation values, provided:
- (i) the Owner has been engaged and has provided consent for those practices; and
 - (ii) the activities are consistent with the Covenant Objectives.

12 Default by the Owner

- 12.1 Where the Trust believes the Owner has breached or failed to comply with any term of this Covenant relating to the Land, the Trust may issue a notice in writing to the Owner ("Notice") that:
- 12.1.1 states the notice is a notice under this section;
 - 12.1.2 specifies the nature of the breach;
 - 12.1.3 requests rectification by a nominated date; and
 - 12.1.4 specifies the actions required to remedy the non-compliance with the terms of this Covenant
- 12.2 If after 30 days from the date of the Notice the Trust believes that there has been an inadequate response by the Owner to the Notice:
- 12.2.1 the Trust or its agents may enter the Land to undertake the necessary conservation work;
 - 12.2.2 the Owner must, immediately upon receipt of costs from the Trust, reimburse the Trust for the costs incurred; and
 - 12.2.3 the costs in clause 12.2.2 shall be capable of being recovered by the Trust in any court or competent jurisdiction as a civil debt recovered summarily.
- 12.3 Where the Owner disputes the Notice or any work undertaken by the Trust under this clause, the dispute resolution provisions in clause 13 apply.

13 Dispute resolution

Meeting to attempt to resolve disputes

- 13.1 If a dispute arises under this Covenant or concerning its subject matter, either Party may at any time give written notice to the other requesting that a meeting take place to seek to resolve the dispute. The nominated senior representatives of both Parties must meet within ten days of the notice and try to resolve the dispute in good faith.
- 13.2 Either Party may not unreasonably withdraw from attendance at the meeting.

Performance of obligations

- 13.3 Despite the existence of a dispute, each Party must continue to perform its obligations under this Covenant.

Mediation

- 13.4 If the Parties fail to resolve the dispute within 30 days of the meeting under clause 13.1, a mediator must be appointed by the Parties. If the Parties cannot agree on a mediator, the matter will be referred to a mediator chosen by the chairman of the Victorian Chapter of the Institute of Arbitrators and Mediators, Australia, or his or her nominee, for mediation.
- 13.5 Despite the provisions of clause 12 and clause 13 where the Trust determines that the circumstances require immediate action to prevent damage to the conservation of the Land in accordance with the Covenant Objectives, it may pursue any other remedies available to it at law and in equity.
- 13.6 The costs of the mediator and any associated costs, must be met equally between the Parties.

14 Miscellaneous

Entire agreement

- 14.1 This Covenant contains everything the Parties have agreed in relation to the subject matter it deals with. No Party can rely on an earlier written document or anything said or done by or on behalf of another Party before this Covenant was executed.

Governing law and jurisdiction

- 14.2 This Covenant is governed by the law of Victoria. The Parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The Parties will not object to the exercise of jurisdiction by those courts on any basis.

Severability

- 14.3 Each provision of this Covenant is individually severable. If any provision is or becomes illegal, unenforceable or invalid in any jurisdiction it is to be treated as being severed from this Covenant in the relevant jurisdiction, but the rest of this Covenant will not be affected. The legality, validity and enforceability of the provision in any other jurisdiction will not be affected.

Variations

- 14.4 Any variations to this Covenant must be done in accordance with the provisions of the Act.

Waivers

- 14.5 A waiver of any right, power or remedy under this Covenant must be in writing signed by the Party granting it. A waiver only affects the particular obligation or breach for which it is given. It is not an implied waiver of any other obligation or breach or an implied waiver of that obligation or breach on any other occasion.
- 14.6 The fact that a Party fails to do, or delays in doing, something the party is entitled to do under this Covenant does not amount to a waiver.

DRAFT

Execution and date

Executed as a deed.

Date:

Where Owner is an individual(s):

Signed, sealed and delivered by

Insert Names of individual(s)

in the presence of:

.....
Signature of **Owner**

.....
Signature of witness

.....
Name of witness (print)

OR

OR Where Owner is a company

Executed by **Insert name of company and ACN**
by being signed by its authorised person(s) in
accordance with section 127 of the Corporations
Act 2001(Cth), if the seal is affixed, witnessed by
the following persons:

.....
Signature of director/authorised officer

.....
Signature of director/company
secretary/authorised officer

.....
Name of director/authorised officer (print)

.....
Name of director/company secretary/authorised
officer (print)

The common seal of **Trust for Nature (Victoria)**
was hereunto affixed by the authority of the
Trustees in the presence of:

.....
Signature of Trustee

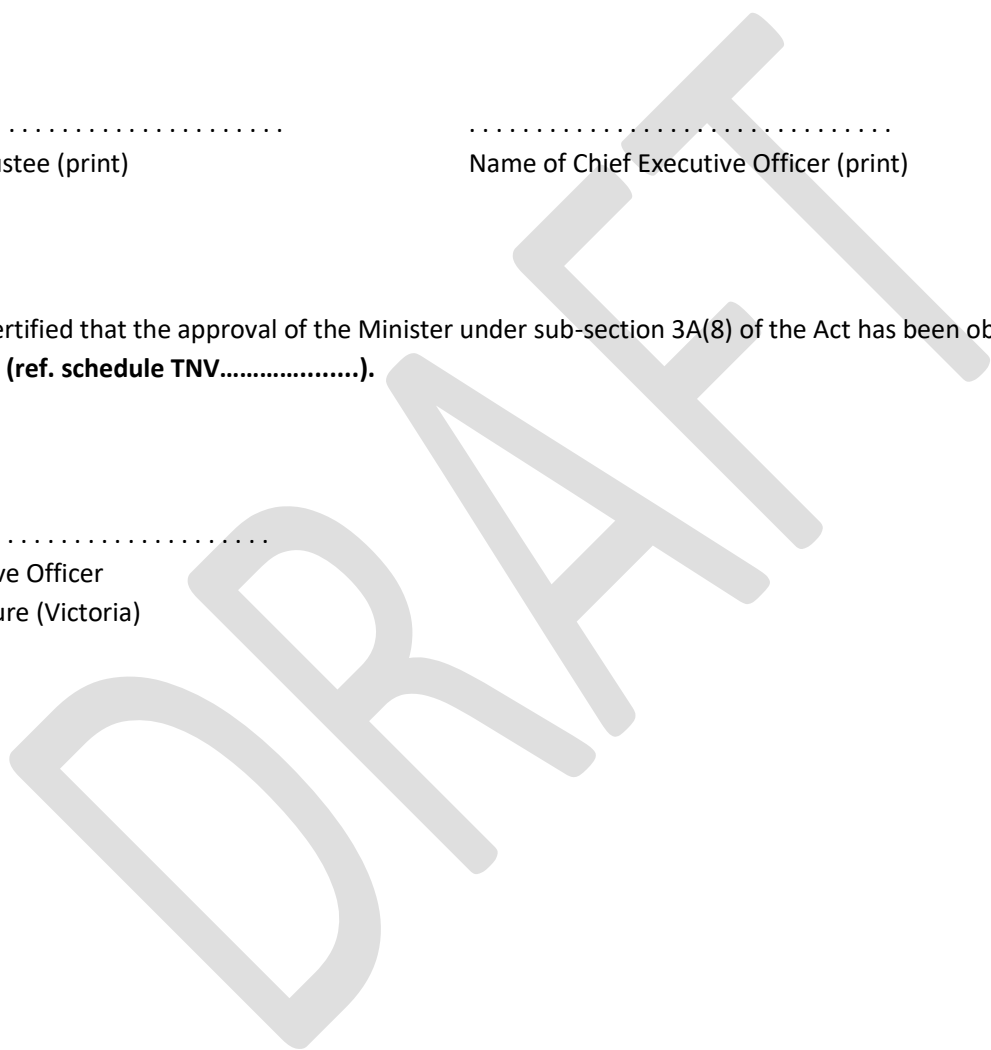
.....
Signature of Chief Executive Officer

.....
Name of Trustee (print)

.....
Name of Chief Executive Officer (print)

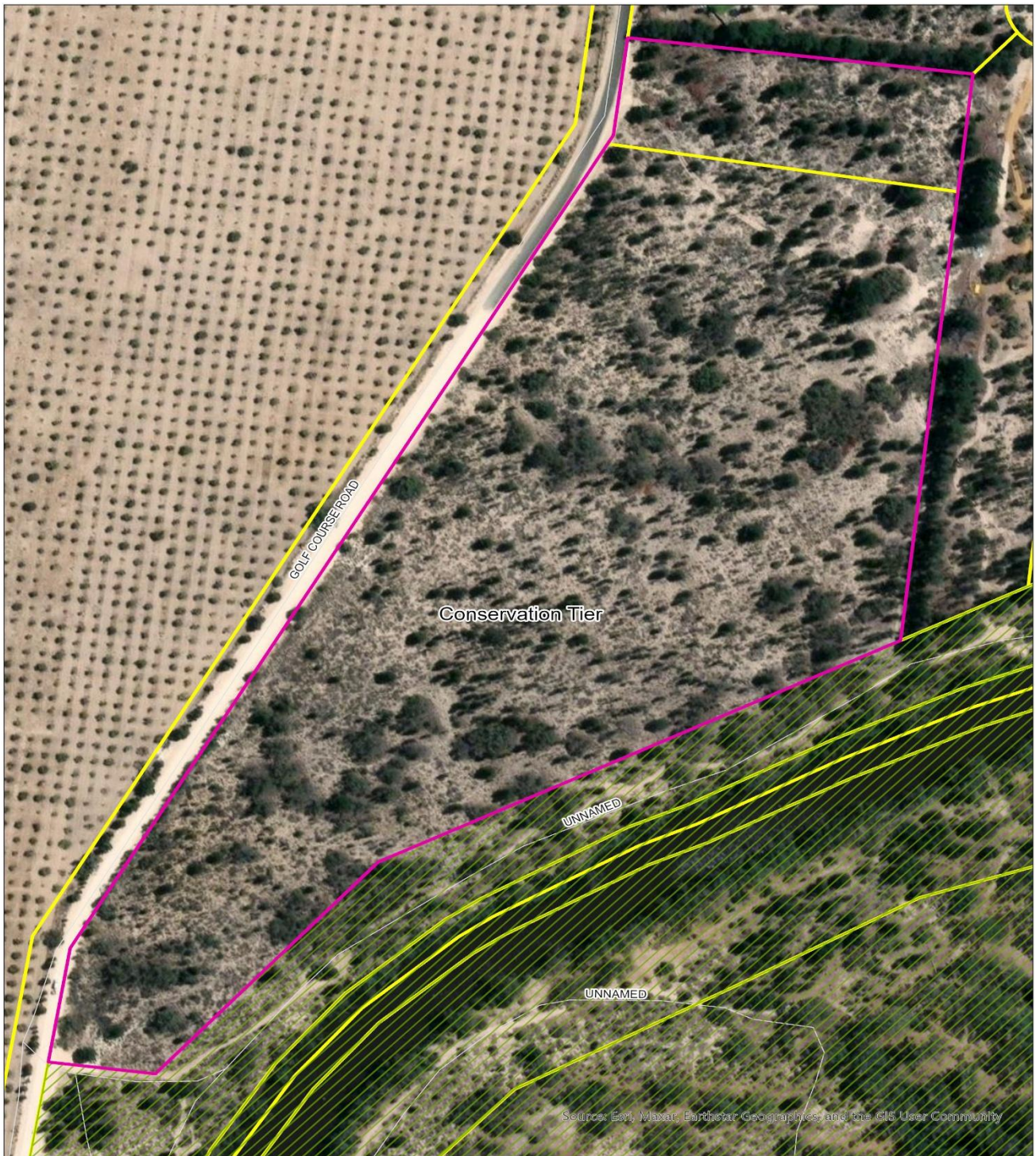
It is hereby certified that the approval of the Minister under sub-section 3A(8) of the Act has been obtained to this covenant (**ref. schedule TNV.....**).

.....
Chief Executive Officer
Trust for Nature (Victoria)



SCHEDULE 1: LAND

[mapping to be updated once survey plan finalised]



<p>INT14640 Horseshoe Bend Rd, Dimboola</p> <p>0 25 50 100 150 Metres</p> <p>Coordinate System: GDA 1994 VICGRID94 Projection: Lambert Conformal Conic Datum: GDA 1994 1:2,500</p> <p>Trust for Nature does not warrant that this map is definitive or free of error and does not accept liability for any error, loss or other consequence arising from the use of this map. Author: Fiona Copley Date: 24/09/2025</p> <p>TRUST FOR NATURE</p>	
<p>Existing covenants</p> <p>Public land</p> <p>Towns (locality labels)</p>	<p>Parcel boundary</p> <p>Roads</p> <p>INT14640 Proposed covenant</p>

SCHEDULE 2: MORTGAGEE’S CONSENT

[Insert name of Mortgagee] as Mortgagee of registered mortgage No. **[Insert mortgage number]** consents to the Owner entering into this Covenant and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Covenant.

Executed by **[Insert name of company and ACN]**
(in its capacity as agent) by its attorney under
Power of Attorney dated:

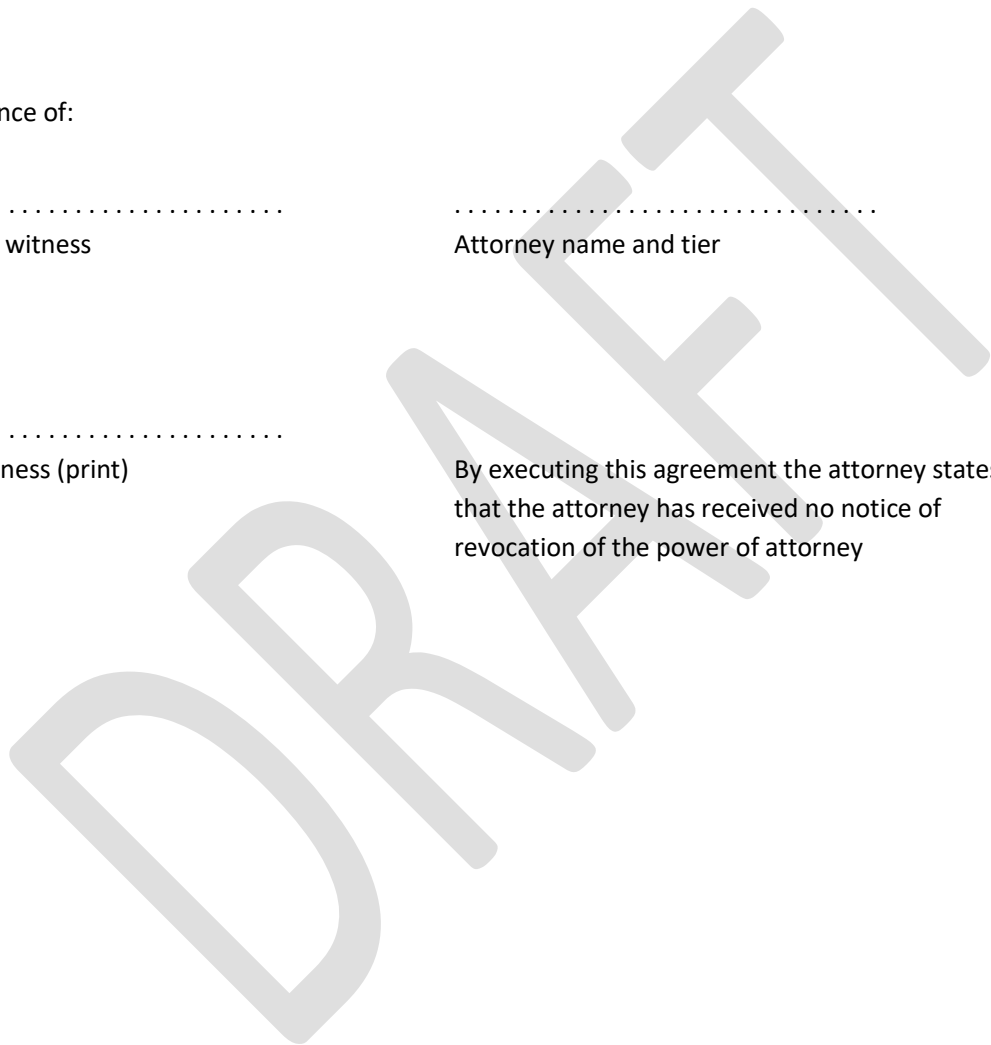
In the presence of:

.....
Signature of witness

.....
Attorney name and tier

.....
Name of witness (print)

By executing this agreement the attorney states
that the attorney has received no notice of
revocation of the power of attorney



Privacy statement

Trust for Nature collects, holds and manages personal information under the *Privacy and Data Protection Act 2014 (Vic)* (“**PDP Act**”). Your personal details are collected for Trust for Nature’s covenanting program, which includes the establishment of a conservation covenant over your property and providing you with ongoing support under the Trust for Nature Stewardship Program. Trust for Nature will occasionally contact you with relevant information to your covenant and the activities you may carry out on your land, or information relevant to your location. We will use the supplied contact details provided by you. Trust for Nature may make personal information collected from you that relates to the covenanting program available to its staff and agents, but only to the extent necessary for the covenanting and stewardship programs. Trust for Nature may also make personal information collected from you that relates to the covenanting program available to government bodies who may request information about covenanted properties in their regional area. The types of government bodies to which we may provide information about covenanted properties are local councils, local Catchment Management Authorities, the Country Fire Authority, the Department of Economic Development, Jobs, Transport and Resources (or its successors) or the Department of Environment, Land, Water and Planning (or its successors). Trust for Nature may also provide personal information to its agents, such as its accountants or lawyers. They will only hold personal information that is necessary to provide services to you or to Trust for Nature. At times, Trust for Nature may be legally required to disclose personal information, for instance to the police, courts or other organisations that are authorised under law. If you wish to correct your personal information, you can email your request to: trustfornature@tfn.org.au. You can access Trust for Nature’s privacy policy on our website. For further information on privacy matters please contact the Privacy Officer on (03) 8631 5888 or Trust for Nature, Level 5, 379 Collins Street, Melbourne, Victoria, 3000.



Planning Certificate



PROPERTY DETAILS

Property Address: LOT 1 AND 2 HORSESHOE BEND ROAD DIMBOOLA VIC 3414
Title Particulars: Vol 4747 Fol 271
Vendor: N/A
Purchaser: N/A

Certificate No: 131421022

Date: 21/11/2025
Matter Ref: 6446536 LXOM
Client: Mills Oakley Lawyers



MUNICIPALITY

HINDMARSH



PLANNING SCHEME

HINDMARSH PLANNING SCHEME



RESPONSIBLE AUTHORITY FOR ADMINISTERING AND ENFORCING THE SCHEME

HINDMARSH SHIRE COUNCIL



ZONES

RURAL LIVING ZONE



ABUTTAL TO A TRANSPORT ZONE / PUBLIC ACQUISITION OVERLAY FOR A PROPOSED ROAD OR ROAD WIDENING

NOT APPLICABLE



APPLICABLE OVERLAYS

PART BUSHFIRE MANAGEMENT OVERLAY
PART ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 1
PART ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 3
PART ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 6

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Disclaimer: Information within this certificate has been obtained via the Landchecker Platform. Strategies, policies and provisions detailed in these sections of the Planning Scheme may affect the development and use of the land. Due diligence checks should be undertaken to understand other factors that may impact the use of the property.

 **PROPOSED PLANNING SCHEME AMENDMENTS**

NOT APPLICABLE

 **ADDITIONAL INFORMATION**

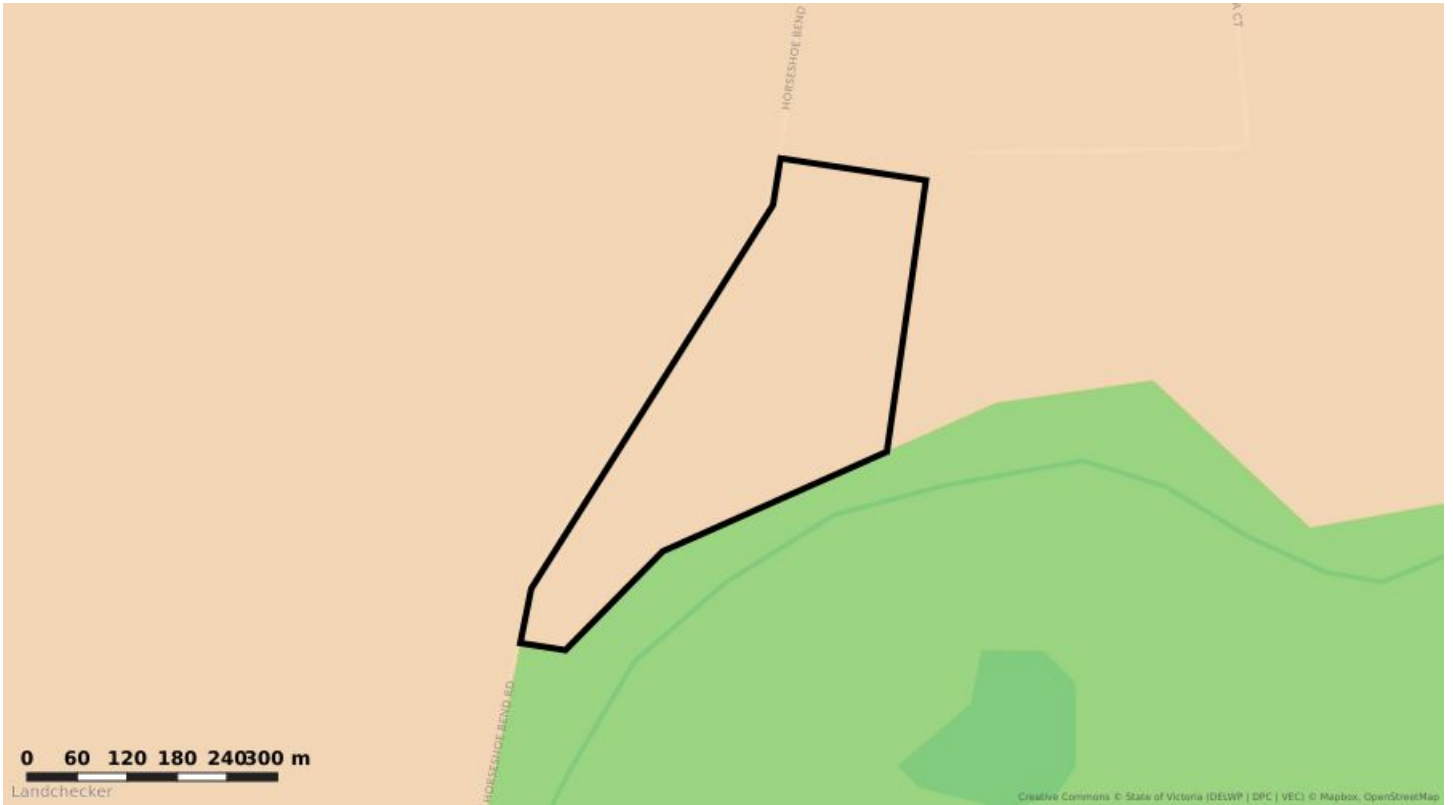
THE SUBJECT PROPERTY IS OUTSIDE THE URBAN GROWTH BOUNDARY

STATE-WIDE PROVISIONS IF AN APARTMENT DEVELOPMENT - SEE PLANNING SCHEME CLAUSE 55.07 AND CLAUSE 58

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 **PLANNING ZONES MAP**



ZONING

-  PCRZ - PUBLIC CONSERVATION AND RESOURCE ZONE
-  RLZ - RURAL LIVING ZONE

This map extract is sourced from data maintained by the State of Victoria and is provided for information purposes only. No representation is made as to the accuracy of the content, and Dye & Durham Property Pty Ltd does not accept any liability to any person for the information provided.

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Disclaimer: Information within this certificate has been obtained via the Landchecker Platform. Strategies, policies and provisions detailed in these sections of the Planning Scheme may affect the development and use of the land. Due diligence checks should be undertaken to understand other factors that may impact the use of the property.



**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Dye and Durham Property
Suite 1, level 3, 550 bourke street
MELBOURNE 3001

Client Reference: 89639898 131421023

NO PROPOSALS. As at the 21th November 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

HORSESHOE BEND ROAD, DIMBOOLA 3414
SHIRE OF HINDMARSH

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 21th November 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 78858126 - 78858126112054 '89639898
131421023'

LAND INFORMATION CERTIFICATE

In accordance with Section 121 of the Local Government Act 2020



Hindmarsh
Shire Council

Administration Centre

PO Box 250
92 Nelson Street
Nhill VIC 3418
Ph: (03) 5391 4444
Fax: (03) 5391 1376

email:
info@hindmarsh.vic.gov.au

website:
www.hindmarsh.vic.gov.au

ABN 26 550 541 746

Customer Service Centres

Jeparit

10 Roy Street
JEPARIT VIC 3423
Ph: (03) 5391 4450
Fax: (03) 5397 2263

Dimboola

101 Lloyd Street
DIMBOOLA VIC 3414
Ph: (03) 5391 4452
Fax: (03) 5389 1734

Rainbow

15 Federal Street
RAINBOW VIC 3424
Ph: (03) 5391 4451
Fax: (03) 5395 1436

Parish: Watchegatcheca

Certificate Number: 6432

Issue date: Monday, 24 November 2025

Your Reference: 89639898:131421024

Assessment Number: 96200

Applicant:

Mills Oakley Lawyers via Dye & Durham Property Pty Ltd
GPO Box 1612
BRISBANE QLD 4001

Ratepayer: (as recorded by Council)

TRUST FOR NATURE (VICTORIA)
Level 5
379 Collins Street
MELBOURNE VIC 3000

Property Location: Horseshoe Bend Road DIMBOOLA 3414

Title: LOT: 1 TP: 372031, LOT: 2 TP: 372031

Volume No: 4747

Folio No: 271

Area: 12.13 HA

Capital Improved Value: \$ 144,000.00

Net Annual Value: \$ 7,200.00

Site Value: \$ 144,000.00

Effective Date: 01/07/2025

Base Date: 01/01/2025

AVPPC: 501 - Native Vegetation/Bushland with Covenant/Agreement

STATEMENT OF RATES AND CHARGES LEVIED FOR PERIOD ENDING 30 JUNE 2026. Rates and charges levied are payable by 4 instalments as follows: 30 September, 30 November, 28 February and 31 May.

This certificate provides information regarding valuation, rates, charges, other monies owing and any orders or notices made under the Local Government Act 1958, Act 1989, Act 2020 or under a Local Law of the Council and specified flood level by the Council (if any).

This certificate **is not required** to include information regarding planning, building, health, land fill, land slip, other flooding information or service easements. Information regarding these matters may be available from the Council or the relevant authority. A fee may be charged for such information.

1. RATES CHARGES AND OTHER MONIES: Levied – 01 July 2025

Rate Arrears/Credits to Monday, 30 June 2025	\$ 0.00
Interest to	\$ 0.00
Legal Fees/Other Monies	\$ 0.00
Less Pensioner Rebate	\$ 0.00
Less Payments	\$ 0.00
Less Other Adjustments	\$ 0.00
Total Due	\$ 0.00
Additional Monies Owed	
Debtor Balance Owing	\$ 0.00
Total Rates and Debtors outstanding	\$ 0.00

NOTE: Currently non-rateable: This property may become rateable if transferred to an individual for private use.

NOTE: In accordance with section 175 of the Local Government Act 1989, a person who becomes the owner of rateable land must pay any rate or charge on the land which is current. And any arrears of rates or charges (including any interest on those rates or charges) on the land which are due and payable. Any unpaid rates are due immediately and interest will continue to apply until paid in full. Council recommends that payment of all outstanding amounts is made at settlement. **(BPay information on last page)**

Pensioner: Please allow rebate to vendor in settlement adjustments where a municipal rates concession is granted.

Credit Balances: If the account is currently in credit, the credit will apply to the new owner/s unless instructions to issue a refund are received from the conveyancers involved in this sale. If no instructions are received, you will need to take this credit into consideration when preparing settlement figures.

NOTE: All rates and charges must be paid in full at settlement. **Please contact Council closer to the settlement date for an update on proposed rates and charges.**

Farmland: If this property is currently exempt from the Municipal Charge and the fixed component of the Fire Service Property Levy (CFA) under the Single Farm Enterprise provisions, these charges will be added from the next rating period, unless an application for exemption is lodged by the new owner/s.

Property Clearance Certificate

Land Tax



MILLS OAKLEY LAWYERS VIA DYE & DURHAM PROPERTY
PTY LTD
LEVEL 20, 535 BOURKE STREET
MELBOURNE VIC 3000

Your Reference: 89639898:131421025

Certificate No: 94323418

Issue Date: 21 NOV 2025

Enquiries: CXN2

Land Address: LOT 1 AND HORSESHOE BEND ROAD DIMBOOLA VIC 3414

Land Id	Lot	Plan	Volume	Folio	Tax Payable
38932356	1	372031	4747	271	\$0.00
	2	372031			

Vendor: TRUST FOR NATURE (VICTORIA)

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
TRUST FOR NATURE (VICTORIA)	2025	\$0	\$0.00	\$0.00

Comments: Property is exempt: LTX Exempt Statutory Authority.

Current Vacant Residential Land Tax	Year Taxable Value (CIV)	Tax Liability	Penalty/Interest	Total
-------------------------------------	--------------------------	---------------	------------------	-------

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
---------------------	------	------------------	------------------	-------

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV): \$0

SITE VALUE (SV): \$0

**CURRENT LAND TAX AND
VACANT RESIDENTIAL LAND TAX
CHARGE:** \$0.00

Notes to Certificate - Land Tax

Certificate No: 94323418

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:
 - Land tax that has been assessed but is not yet due,
 - Land tax for the current tax year that has not yet been assessed, and
 - Any other information that the Commissioner sees fit to include, such as the amount of land tax applicable to the land on a single holding basis and other debts with respect to the property payable to the Commissioner.

Land tax is a first charge on land

3. Unpaid land tax (including Vacant Residential Land Tax, interest and penalty tax) is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any such unpaid land tax.

Information for the purchaser

4. Pursuant to section 96 of the *Land Tax Act 2005*, if a purchaser of the land described in the Certificate has applied for and obtained a certificate, the amount recoverable from the purchaser by the Commissioner cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge and Vacant Residential Land Tax Charge" overleaf. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

5. Despite the issue of a Certificate, the Commissioner may recover a land tax liability from a vendor, including any amount identified on this Certificate.

Apportioning or passing on land tax to a purchaser

6. A vendor is prohibited from apportioning or passing on land tax including vacant residential land tax, interest and penalty tax to a purchaser under a contract of sale of land entered into on or after 1 January 2024, where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

General information

7. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
8. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$0

Calculated as \$0 plus (\$0 - \$0) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$0.00

Taxable Value = \$0

Calculated as \$0 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 94323418

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD



Ref: 94323418

Visa or Mastercard

Pay via our website or phone 13 21 61.
A card payment fee applies.

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



MILLS OAKLEY LAWYERS VIA DYE & DURHAM PROPERTY PTY LTD

LEVEL 20, 535 BOURKE STREET

MELBOURNE VIC 3000

Your Reference: 89639898:131421025

Certificate No: 94323418

Issue Date: 21 NOV 2025

Enquires: CXN2

Land Address: LOT 1 AND HORSESHOE BEND ROAD DIMBOOLA VIC 3414

Land Id	Lot	Plan	Volume	Folio	Tax Payable
38932356	1	372031	4747	271	\$0.00
	2	372031			\$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
103	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.

This certificate is subject to the notes found on the reverse of this page. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$0
SITE VALUE:	\$0
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 94323418

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows any commercial and industrial property tax (including interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue.

Australian Valuation Property Classification Code (AVPCC)

3. The Certificate may show one or more AVPCC in respect of land described in the Certificate. The AVPCC shown on the Certificate is the AVPCC allocated to the land in the most recent of the following valuation(s) of the land under the *Valuation of Land Act 1960*:
 - a general valuation of the land;
 - a supplementary valuation of the land returned after the general valuation.
4. The AVPCC(s) shown in respect of land described on the Certificate can be relevant to determine if the land has a qualifying use, within the meaning given by section 4 of the *Commercial and Industrial Property Tax Reform Act 2024* (CIPT Act). Section 4 of the CIPT Act Land provides that land will have a qualifying use if:
 - the land has been allocated one, or more than one, AVPCC in the latest valuation, all of which are in the range 200-499 and/or 600-699 in the Valuation Best Practice Specifications Guidelines (the requisite range);
 - the land has been allocated more than one AVPCC in the latest valuation, one or more of which are inside the requisite range and one or more of which are outside the requisite range, and the land is used solely or primarily for a use described in an AVPCC in the requisite range; or
 - the land is used solely or primarily as eligible student accommodation, within the meaning of section 3 of the CIPT Act.

Commercial and industrial property tax information

5. If the Commissioner has identified that land described in the Certificate is tax reform scheme land within the meaning given by section 3 of the CIPT Act, the Certificate may show in respect of the land:
 - the date on which the land became tax reform scheme land;
 - whether the entry interest (within the meaning given by section 3 of the Duties Act 2000) in relation to the tax reform scheme land was a 100% interest (a whole interest) or an interest of less than 100% (a partial interest); and
 - the date on which the land will become subject to the commercial and industrial property tax.
6. A Certificate that does not show any of the above information in respect of land described in the Certificate does not mean that the land is not tax reform scheme land. It means that the Commissioner has not identified that the land is tax reform scheme land at the date of issue of the Certificate. The Commissioner may identify that the land is tax reform scheme land after the date of issue of the Certificate.

Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification

must be given to the Commissioner within 30 days of the change of use.

Commercial and industrial property tax is a first charge on land

8. Commercial and industrial property tax (including any interest and penalty tax) is a first charge on the land to which the commercial and industrial property tax is payable. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid commercial and industrial property tax.

Information for the purchaser

9. Pursuant to section 27 of the CIPT Act, if a bona fide purchaser for value of the land described in the Certificate applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser is the amount set out in the Certificate. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

10. Despite the issue of a Certificate, the Commissioner may recover a commercial and industrial property tax liability from a vendor, including any amount identified on this Certificate.

Passing on commercial and industrial property tax to a purchaser

11. A vendor is prohibited from apportioning or passing on commercial and industrial property tax to a purchaser under a contract of sale of land entered into on or after 1 July 2024 where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

General information

12. Land enters the tax reform scheme if there is an entry transaction, entry consolidation or entry subdivision in respect of the land (within the meaning given to those terms in the CIPT Act). Land generally enters the reform on the date on which an entry transaction occurs in respect of the land (or the first date on which land from which the subject land was derived (by consolidation or subdivision) entered the reform).
13. The Duties Act includes exemptions from duty, in certain circumstances, for an eligible transaction (such as a transfer) of tax reform scheme land that has a qualifying use on the date of the transaction. The exemptions apply differently based on whether the entry interest in relation to the land was a whole interest or a partial interest. For more information, please refer to www.sro.vic.gov.au/CIPT.
14. A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
15. An updated Certificate may be requested free of charge via our website, if:
 - the request is within 90 days of the original Certificate's issue date, and
 - there is no change to the parties involved in the transaction for which the Certificate was originally requested.

Property Clearance Certificate

Windfall Gains Tax



MILLS OAKLEY LAWYERS VIA DYE & DURHAM PROPERTY PTY LTD
LEVEL 20, 535 BOURKE STREET
MELBOURNE VIC 3000

Your Reference: 89639898:131421025

Certificate No: 94323418

Issue Date: 21 NOV 2025

Land Address: LOT 1 AND HORSESHOE BEND ROAD DIMBOOLA VIC 3414

Lot	Plan	Volume	Folio
1	372031	4747	271
2	372031		

Vendor: TRUST FOR NATURE (VICTORIA)

Purchaser: FOR INFORMATION PURPOSES

WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
		\$0.00	\$0.00	\$0.00	\$0.00

Comments: No windfall gains tax liability identified.

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:

\$0.00

Notes to Certificate - Windfall Gains Tax

Certificate No: 94323418

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows in respect of the land described in the Certificate:
 - Windfall gains tax that is due and unpaid, including any penalty tax and interest
 - Windfall gains tax that is deferred, including any accrued deferral interest
 - Windfall gains tax that has been assessed but is not yet due
 - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
 - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

Windfall gains tax is a first charge on land

3. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid windfall gains tax.

Information for the purchaser

4. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, if a bona fide purchaser for value of land applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser by the Commissioner is the amount set out in the certificate, described as the "Current Windfall Gains Tax Charge" overleaf.
5. If the certificate states that a windfall gains tax is yet to be assessed, note 4 does not apply.
6. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

7. Despite the issue of a Certificate, the Commissioner may recover a windfall gains tax liability from a vendor, including any amount identified on this Certificate.



Passing on windfall gains tax to a purchaser

8. A vendor is prohibited from passing on a windfall gains tax liability to a purchaser where the liability has been assessed under a notice of assessment as at the date of the contract of sale of land or option agreement. This prohibition does not apply to a contract of sale entered into before 1 January 2024, or a contract of sale of land entered into on or after 1 January 2024 pursuant to the exercise of an option granted before 1 January 2024.

General information

9. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
10. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.
11. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

Windfall Gains Tax - Payment Options

<p>BPAY</p>  <p>Billers Code: 416073 Ref: 94323417</p> <p>Telephone & Internet Banking - BPAY®</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p>www.bpay.com.au</p>	<p>CARD</p>  <p>Ref: 94323417</p> <p>Visa or Mastercard</p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p>sro.vic.gov.au/payment-options</p>	<p>Important payment information</p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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27 November 2025

MillsOakleyLawyers
Dye and Durham Property Pty Ltd

**Administration
Centre**

PO Box 250
92 Nelson Street
NHILL VIC 3418
Ph: (03) 5391 4444
Fax: (03) 5391 1376

email:
info@hindmarsh.vic.gov.au

website:
www.hindmarsh.vic.gov.au

ABN 26 550 541 746

**Customer Service
Centres**

Jeparit

10 Roy Street
JEPARIT VIC 3423
Ph: (03) 5391 4450
Fax: (03) 5397 2263

Dimboola

101 Lloyd Street
DIMBOOLA VIC 3414
Ph: (03) 5391 4452
Fax: (03) 5389 1734

Rainbow

15 Federal Street
RAINBOW VIC 3424
Ph: (03) 5391 4451
Fax: (03) 5395 1436

**Request for Property Information 51(1) & 51(2)
. Horseshoe Bend Road, Dimboola 3414**

Further to your request, I am pleased to provide the following information in accordance with Regulation 51(1) & 51(2) of the Building Regulations 2018: relating to the building approval process on land known as Vol.4747, Fol.271, Lot.1 & 2, and more commonly known as Horseshoe Bend Road, Dimboola Vic 3414 as described in the application.

Regulation 51 Part 1: Details of any permit or certificate of final inspection issued in the preceding 10 years

- a) No Building Permits have been issued during the preceding 10 years
- b) Are there any current statements issued under Regulation 64(1) or 231(2) of the Building Regulation 2018? **No**
- c) Are there any outstanding Orders or Notices issued by the Relevant Building Surveyor under the Act? **No**

Regulation 51 Part 2: Information of whether it is in area which is:

a. Liable to flooding within the meaning of regulation 5(2)		No
b. Designated under Regulation 150 as an area in which buildings are likely to be subject to infestation by termites		Yes
c. Has a bushfire attack level been specified in a planning scheme under Regulation 156		No
d. An area determined under Regulation 152 to be likely to be subject to significant snow falls		No
e&f. Designated Land or works uncontrolled overland drainage within the meaning of Regulation 154		No

Please note: This response does not include advice as to whether this property is located in a Bushfire Prone Area (Regulation 156).

If you have any questions, please contact me via email at building@hindmarsh.vic.gov.au

Yours faithfully,

SAM PRIEST (BS-U 62005)



Hindmarsh
Shire Council

**Administration
Centre**

PO Box 250
92 Nelson Street
NHILL VIC 3418
Ph: (03) 5391 4444
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Fax: (03) 5395 1436

From www.planning.vic.gov.au at 21 November 2025 11:04 AM

PROPERTY DETAILS

Lot and Plan Number: **Lot 2 TP372031**

Address: **HORSESHOE BEND ROAD DIMBOOLA 3414**

Standard Parcel Identifier (SPI): **2\TP372031**

Local Government Area (Council): **HINDMARSH** www.hindmarsh.vic.gov.au

Council Property Number: **96200 (Part)**

Planning Scheme: **Hindmarsh** [Planning Scheme - Hindmarsh](#)

Directory Reference: **Vicroads 26 B9**

This parcel is one of 2 parcels comprising the property. For full parcel details get the free Property report at [Property Reports](#)

UTILITIES

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

Urban Water Corporation: **Grampians Wimmera Mallee Water**

Melbourne Water: **Outside drainage boundary**

Power Distributor: **POWERCOR**

STATE ELECTORATES

Legislative Council: **WESTERN VICTORIA**

Legislative Assembly: **LOWAN**

Registered Aboriginal Party: **Barengi Gadjin Land Council Aboriginal Corporation**

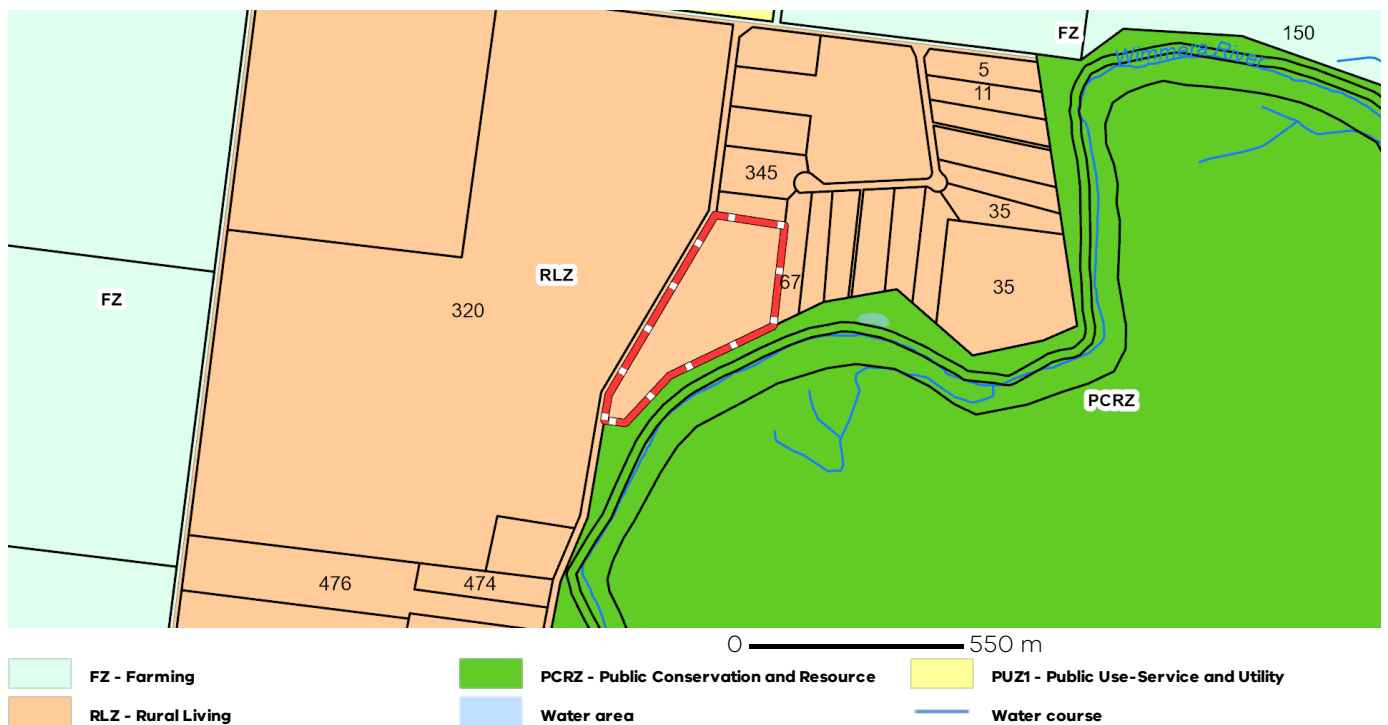
Fire Authority: **Country Fire Authority**

[View location in VicPlan](#)

Planning Zones

[RURAL LIVING ZONE \(RLZ\)](#)

[SCHEDULE TO THE RURAL LIVING ZONE \(RLZ\)](#)



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

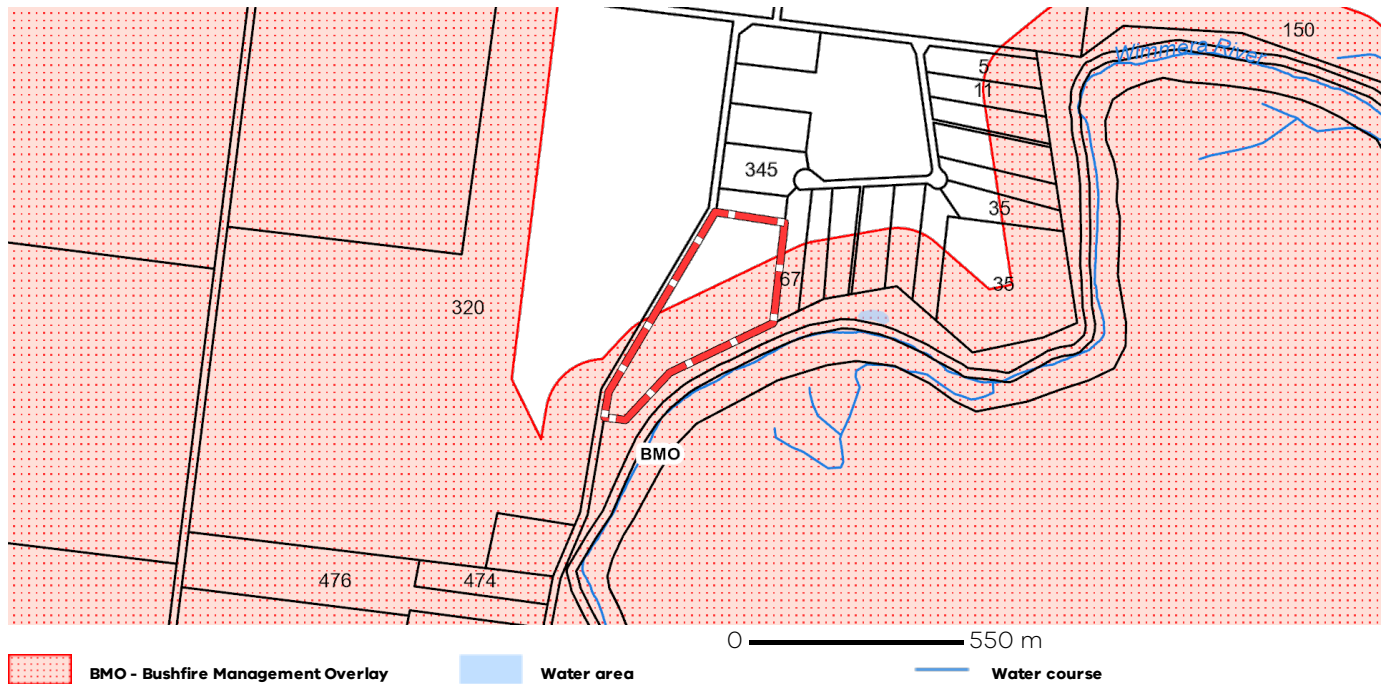
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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

Planning Overlays

BUSHFIRE MANAGEMENT OVERLAY (BMO)



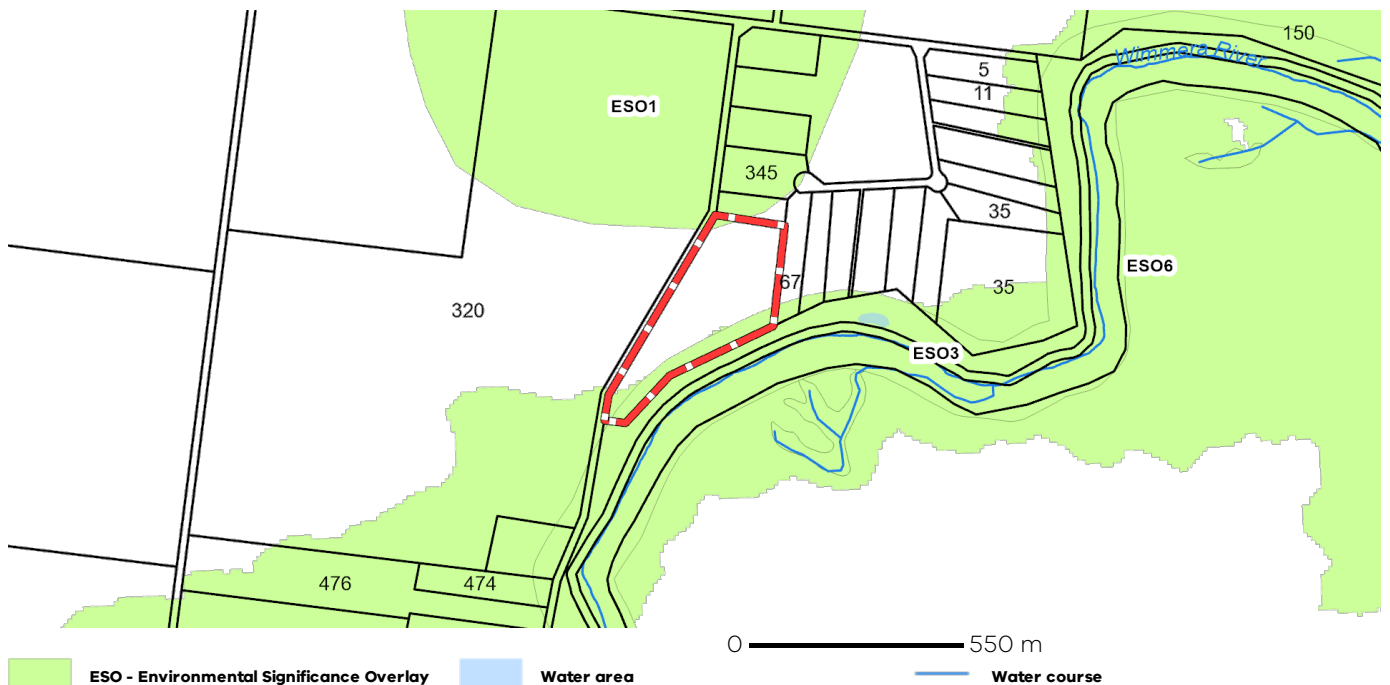
Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)

ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 1 (ESO1)

ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 3 (ESO3)

ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 6 (ESO6)



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

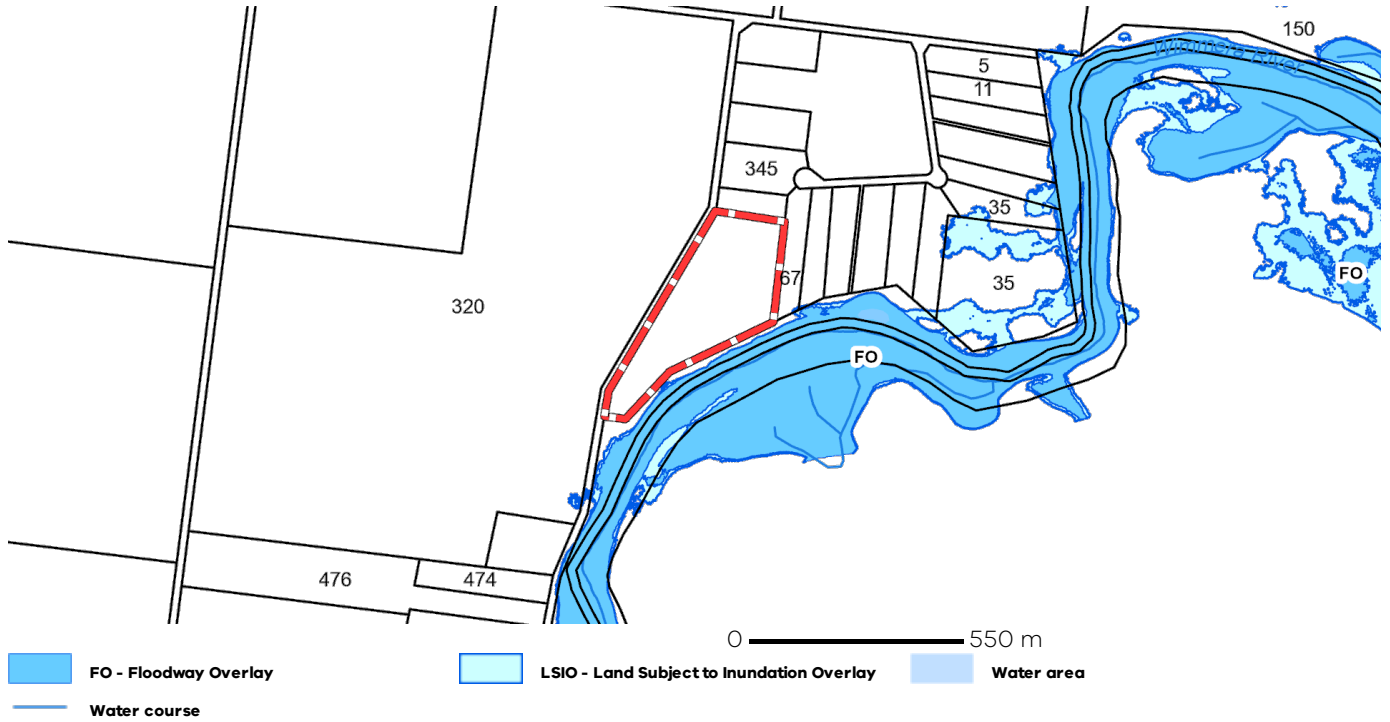
Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[FLOODWAY OVERLAY \(FO\)](#)

[LAND SUBJECT TO INUNDATION OVERLAY \(LSIO\)](#)



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

Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this parcel is an 'area of cultural heritage sensitivity'.

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

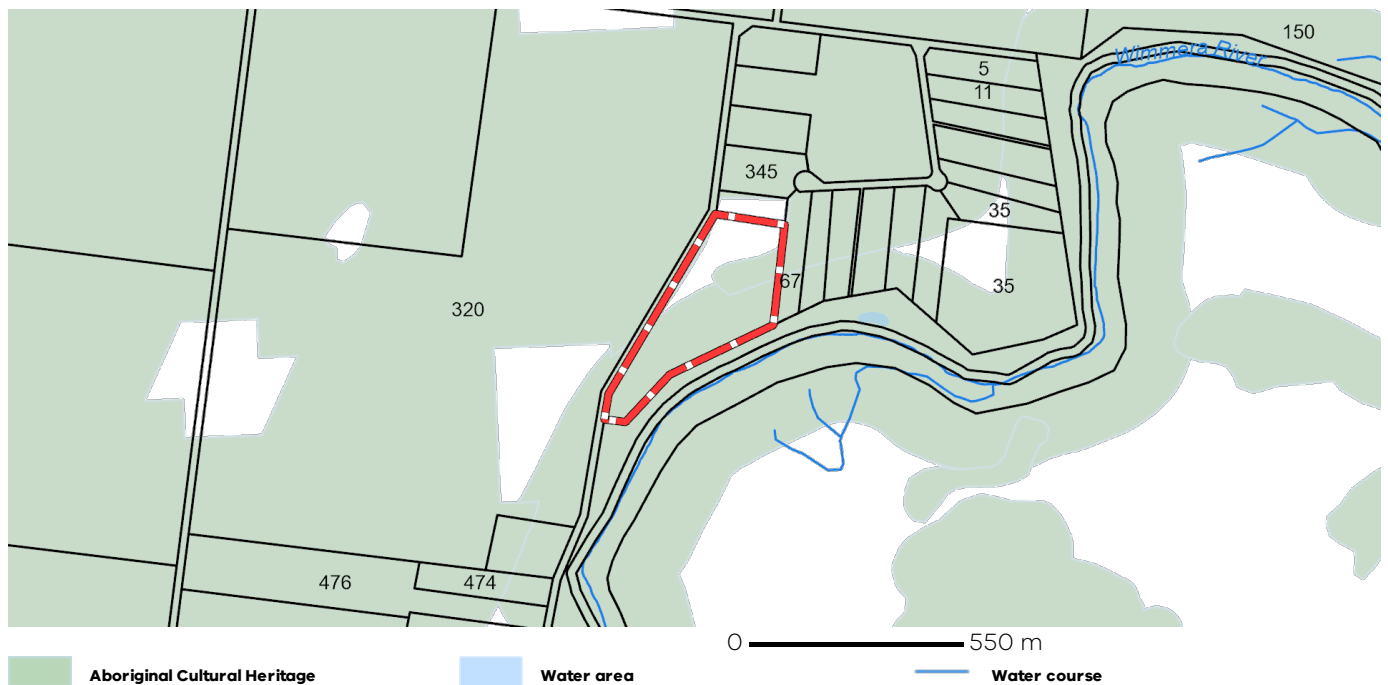
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to <https://heritage.achris.vic.gov.au/aavQuestion1.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.firstpeoplesrelations.vic.gov.au/aboriginal-heritage-legislation>



Further Planning Information

Planning scheme data last updated on 14 November 2025.

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>

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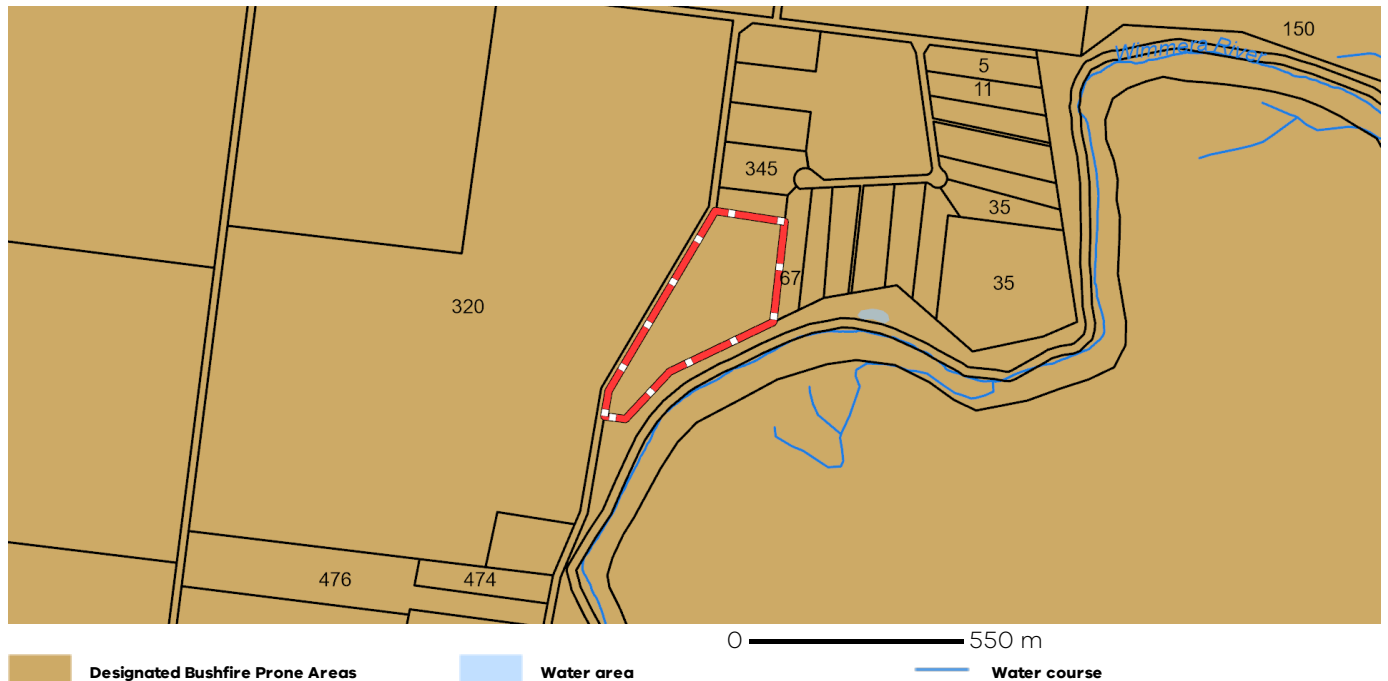
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

This parcel is in a designated bushfire prone area. Special bushfire construction requirements apply to the part of the property mapped as a designated bushfire prone area (BPA). Planning provisions may apply.

Where part of the property is mapped as BPA, if no part of the building envelope or footprint falls within the BPA area, the BPA construction requirements do not apply.

Note: the relevant building surveyor determines the need for compliance with the bushfire construction requirements.



Designated BPA are determined by the Minister for Planning following a detailed review process. The Building Regulations 2018, through adoption of the Building Code of Australia, apply bushfire protection standards for building works in designated BPA.

Designated BPA maps can be viewed on VicPlan at <https://mapshare.vic.gov.au/vicplan/> or at the relevant local council.

Create a BPA definition plan in [VicPlan](#) to measure the BPA.

Information for lot owners building in the BPA is available at <https://www.planning.vic.gov.au>.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website <https://www.vba.vic.gov.au>. Copies of the Building Act and Building Regulations are available from <http://www.legislation.vic.gov.au>. For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>.

Native Vegetation

Native plants that are indigenous to Victoria and important for biodiversity might be present on this property. This could include trees, shrubs, herbs, grasses or aquatic plants. There are a range of regulations that may apply including need to obtain a planning permit under Clause 52.17 of the local planning scheme. For more information see [Native Vegetation \(Clause 52.17\)](#) with local variations in [Native Vegetation \(Clause 52.17\) Schedule](#)

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From www.planning.vic.gov.au at 21 November 2025 11:02 AM

PROPERTY DETAILS

Lot and Plan Number: **Lot 1 TP372031**

Address: **HORSESHOE BEND ROAD DIMBOOLA 3414**

Standard Parcel Identifier (SPI): **1\TP372031**

Local Government Area (Council): **HINDMARSH** www.hindmarsh.vic.gov.au

Council Property Number: **96200 (Part)**

Planning Scheme: **Hindmarsh** [Planning Scheme - Hindmarsh](#)

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[View location in VicPlan](#)

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[SCHEDULE TO THE RURAL LIVING ZONE \(RLZ\)](#)



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[ENVIRONMENTAL SIGNIFICANCE OVERLAY \(ESO\)](#)

[ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 1 \(ESO1\)](#)



 ESO - Environmental Significance Overlay  Water area

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

OTHER OVERLAYS

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[BUSHFIRE MANAGEMENT OVERLAY \(BMO\)](#)

[FLOODWAY OVERLAY \(FO\)](#)

[LAND SUBJECT TO INUNDATION OVERLAY \(LSIO\)](#)



 BMO - Bushfire Management Overlay  FO - Floodway Overlay  LSIO - Land Subject to Inundation Overlay

 Water area

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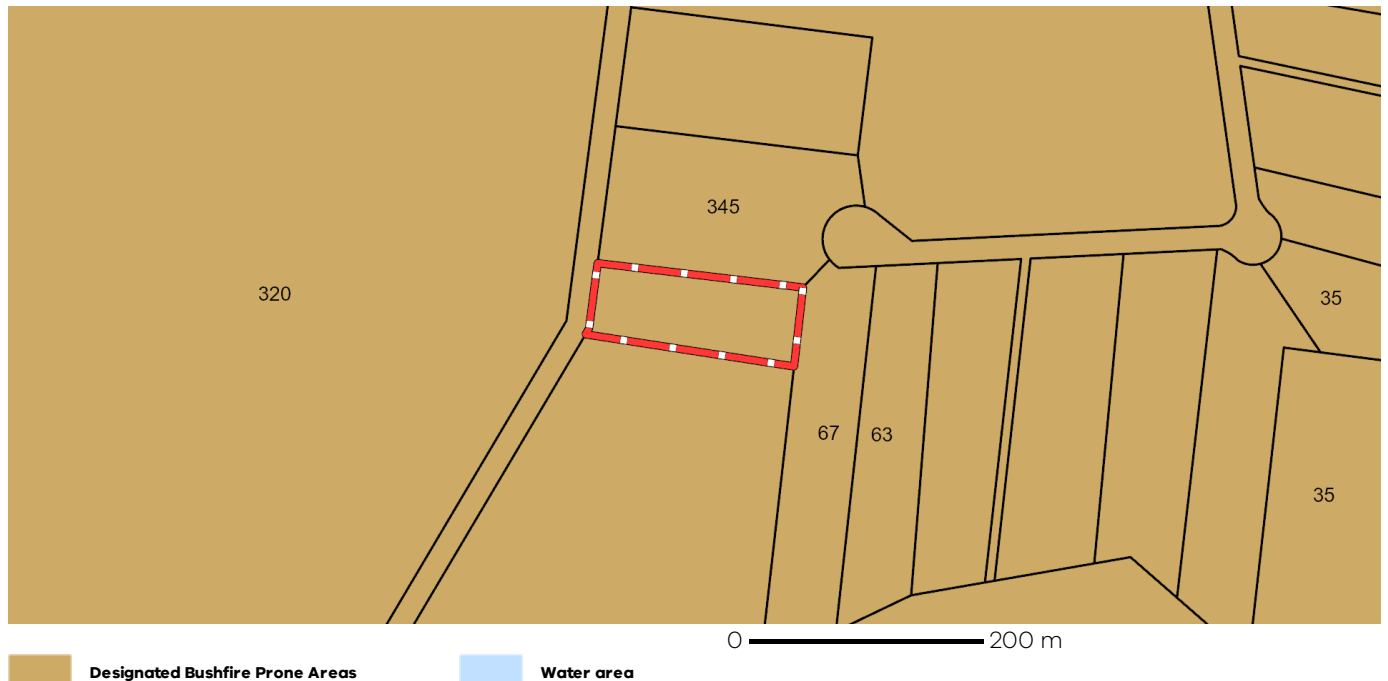
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EPA Priority Sites Register Extract



Client: Mills Oakley Lawyers
Unit 6 530 Collins Street
Melbourne 3000

Client Ref: 6446536 LXOM
Certificate No: 89639898:131421029

Property Inquiry Details:

Street Address: Lot 1 and 2 Horseshoe Bend Road
Suburb: DIMBOOLA
Map Reference: VicRoads Edition 7, Map No:26, Grid Letter: B, Grid Number: 9

Date of Search: 21/11/2025

Priority Sites Register Report:

A search of the Priority Sites Register **for the above map reference**, has indicated that this **site is not listed on, and is not in the vicinity of a site listed on the Priority Sites Register** at the date last notified by the EPA.

Priority Sites Register

Information as at 31 July 2021

The Priority Sites Register is updated monthly and the information on it may not be accurate, current or complete and may be subject to change without notice.

Land contaminated by former waste disposal, industrial and similar activities is frequently discovered during changes to land use - for example, from industrial to residential use. In most cases these can be managed at the time that the change of land use occurs. Some sites however, present a potential risk to human health or to the environment and must be dealt with as a priority. Such sites are typically subject to clean-up and/or management under EPA directions.

What are priority sites?

Priority Sites are sites for which EPA has issued a:

- Clean Up Notice pursuant to section 62A) of the Environment Protection Act 1970
- Pollution Abatement Notice pursuant to section 31A or 31B (relevant to land and/or groundwater) of the Environment Protection Act 1970
- Environment Action Notice pursuant to Section 274 of the Environment Protection Act 2017
- Site Management Order (related to land and groundwater) pursuant to Section 275 of the Environment Protection Act 2017
- Improvement Notice (related to land and groundwater) pursuant to Section 271 of the Environment Protection Act 2017
- Prohibition Notices (related to land and groundwater) pursuant to Section 272 of the Environment Protection Act 2017

On the occupier or controller of the site to require active management of these sites, or where EPA believes it is in the community interest to be notified of a potential contaminated site and this cannot be communicated by any other legislative means. Sites are removed from the Priority Sites Register once all conditions of a Notice have been complied with.

Typically these are sites where pollution of land and/or groundwater presents a potential risk to human health or to the environment. The condition of these sites is not compatible with the current or approved use of the site without active management to reduce the risk to human health and the environment. Such management can include clean up, monitoring and/or institutional controls.

The Priority Sites Register does not list all sites that are known to be contaminated in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register. Persons intending to enter into property transactions should be aware that many properties may have been contaminated by past land uses and EPA may not be aware of the presence of contamination. Council and other planning authorities hold information about previous land uses, and it is advisable that such sources of information should also be consulted.

Disclaimer

The Environment Protection Authority does not warrant the accuracy or completeness of information in this Extract and any person using or relying upon such information does so on the basis that the Environment Protection Authority shall bear no responsibility or liability whatsoever for any errors, faults, defects or omissions in the information.

Users of this site accept all risks and responsibilities for losses, damages, costs and other consequences resulting directly or indirectly from use of this site and information from it.

To the maximum permitted by law, the EPA excludes all liability to any person directly or indirectly from using this site and information from it.

Further Information

Additional information is available from:
EPA Victoria
200 Victoria Street, Carlton VIC 3053
1300 EPA VIC (1300 372 842)
<http://www.epa.vic.gov.au>
contact@epa.vic.gov.au





HISTORIC MINING ACTIVITY Form No. 692

21 November, 2025

Parcel Information:

Property: 1\TP372031, Allotment: null, Section: null, Parish: null

Plan: TP372031, Lot: 1, Block: null, Portion: null, Subdivision: null

It is advised that:

Our records do not indicate the presence of any mining activity on this site, and the site appears to be outside any known mined area. (4)

NOTE: Historic Mining activity information is provided from plans and records that may be incomplete and may not be entirely free from errors. It is provided for information only and should not be relied upon as definitive of the status of any area of land. It is provided on the basis that all persons accessing it undertake responsibility for assessing the relevance and accuracy of its content. The State of Victoria and its officers, agents or employees do not guarantee that the work is without flaw of any kind or is wholly appropriate for your particular purposes and therefore disclaims all liability for any error, loss or other consequence which may arise from you relying on any information in this work.

For queries, contact:

Department of Energy, Environment and Climate Action
E-mail: gsv_info@deeca.vic.gov.au



HISTORIC MINING ACTIVITY Form No. 692

21 November, 2025

Parcel Information:

Property: 2\TP372031, Allotment: null, Section: null, Parish: null

Plan: TP372031, Lot: 2, Block: null, Portion: null, Subdivision: null

It is advised that:

Our records do not indicate the presence of any mining activity on this site, and the site appears to be outside any known mined area. (4)

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For queries, contact:

Department of Energy, Environment and Climate Action
E-mail: gsv_info@deeca.vic.gov.au



Department of Environment,
Land, Water & Planning

C/O LANDATA® Online Services
Telephone: (03) 9102 0402

Your Ref:89639898 131421031
Our Ref:78859021-028-2

21 Nov 2025

Dye and Durham
GPO BOX 1612
BRISBANE 4001

Dear Sir / Madam

RE: PROPERTY ENQUIRY - HORSESHOE BEND ROAD, DIMBOOLA 3414

I refer to your property enquiry dated 21 Nov 2025, and advise that there are no licences associated with this property.

Should you have any queries regarding this matter please contact
transactioncentre@delwp.vic.gov.au

LANDATA® Property Certificates Service

Privacy Statement

Any personal information about you or a third party in your correspondence will be protected under the provisions of the Privacy and Data Protection Act 2014. It will only be used or disclosed to appropriate Ministerial, Statutory Authority, or departmental staff in regard to the purpose for which it was provided, unless required or authorised by law. Enquiries about access to information about you held by the Department should be directed to the Privacy Coordinator, Department of Environment, Land, Water and Planning, PO Box 500, East Melbourne, Victoria 8002

