
Contract of Sale of Land

Property address: 65 Brian Street, Mildura, Victoria 3500

Vendor: Wayne Maxwell Barnfield and Delwyn Barnfield

Purchaser:

Prepared by
Salvatore E. Iamarino
158 Seventh Street
Mildura VIC 3500
Email: sam@iamarinolaw.com
Ref: SEI:RP:6807

Contract of Sale of Land

Property address: Lot 42 on Plan of Subdivision PS098261 being Certificate of Title volume 11682 Folio 652 being the land situate and known as: **65 Brian Street, Mildura, Victoria 3500**

The vendor agrees to sell and the purchaser agrees to buy the property, being the land and the goods, for the price and on the terms set out in this contract.

The terms of this contract are contained in the Particulars of Sale, the General Conditions and any Special Conditions in that order of priority.

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period

Section 31 of the Sale of Land Act 1962

You may end this contract within 3 clear business days of the day that you sign the contract if none of the exceptions listed below apply to you.

You must either give the vendor or their agent **written** notice that you are ending the contract or leave the notice at the address of the vendor or their agent to end this contract within this time in accordance with this cooling-off provision.

You are entitled to a refund of all the money you paid EXCEPT for \$100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.

Exceptions

The 3-day cooling-off period does not apply if:

- You bought the property at or within 3 clear business days before or after a publicly advertised auction; or
- The property is used primarily for industrial or commercial purposes; or
- The property is more than 20 hectares in size and is used primarily for farming; or
- You and the vendor have previously signed a contract for the sale of the same land in substantially the same terms; or
- You are an estate agent or a corporate body.

NOTICE TO PURCHASERS OF PROPERTY "OFF-THE-PLAN"

Off-the-plan sales

Section 9AA(1A) of the Sale of Land Act 1962

You may negotiate with the vendor the amount of the deposit moneys payable under the contract of sale, up to 10% of the purchase price.

A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.

The value of the lot may change between the day on which you sign the contract of sale of that lot and the day on which you become the registered proprietor.

**WARNING: THIS IS A LEGALLY BINDING AGREEMENT
YOU SHOULD READ THIS CONTRACT BEFORE SIGNING IT**

Purchasers should ensure that prior to signing this contract, they have received:

- A copy of the section 32 statement required to be given by a vendor under section 32 of the Sale of Land Act 1962 in accordance with Division 2 of Part II of that Act; and
- A copy of the full terms of this contract.

The parties may sign by electronic signature.

The authority of the person signing for the vendor under a power of attorney or as a director of a company or as an agent duly authorised in writing must be noted beneath the signature.

Any person whose signature is secured by an estate agent acknowledges that the agent has given them, at the time of signing, a copy of the terms of this contract.

SIGNED BY THE PURCHASER

On ____ / ____ / 20 ____

Print name of person signing

State nature of authority if applicable (e.g. 'director', 'attorney under power of attorney').

This offer will lapse unless accepted within [] clear business days (3 clear business days if none specified).

SIGNED BY THE VENDOR

On ____ / ____ / 20 ____

Wayne Maxwell Barnfield and Delwyn Barnfield

State nature of authority if applicable (e.g. 'director', 'attorney under power of attorney').

The **DAY OF SALE** is the date by which both parties have signed this contract.

PARTICULARS OF SALE

VENDOR'S AGENT Rod Pearce

Name	Collie & Tierney (Mildura) Pty Ltd ABN 38 005 110 118	Phone	03 5021 2200	Fax	03 5021 1213
Address	PO Box 378, MILDURA VIC 3502	Email	coltie@collieandtierney.com.au		

VENDOR

PRACTITIONER – SOLICITOR/CONVEYANCER

Name	Wayne Maxwell Barnfield and Delwyn Barnfield	Name	Salvatore E. Iamarino		
		Address	158 Seventh Street, Mildura VIC 3500		
Address	5 Gulf Way, Mildura, VIC 3500	Contact	Salvatore Emilio Iamarino		
		Email	sam@iamarinolaw.com		
ACN/ABN		Phone	03 5021 4276	Fax	03 5021 4476

PURCHASER

PRACTITIONER – SOLICITOR/CONVEYANCER

Name		Name			
		Address			
Address		Contact			
		Email			
ACN/ABN		Phone		Fax	
Guarantor					

LAND

General conditions 3 and 9

☐ The land is described in the table below —

Certificate of Title reference		being lot	on plan
Volume 11682	Folio 652	42	PS098261
Volume	Folio		

OR

☐

The land includes all improvements and fixtures.

Property address

The address of the land is:

65 Brian Street, Mildura 3500

Goods sold with the land*General condition 2(a)(vi)*

Goods sold with land are:

☐ Listed in attached schedule.

OR

Listed as follows:

All fixedLight fittings, window and floor coverings as inspected.

PAYMENT*General condition 11*

Price: \$

Plus GST: \$

Payable by purchaser in addition to price – Insert 'Nil' if no GST payable by purchaser

Total price: \$ 0.00

Payable by purchaser

Deposit: \$

By / / 20 of which \$ has been paid

Balance: \$

Payable at settlement

Foreign resident vendor: ☐ Value \$750,000 or more – see general condition 15(f) & (g)**GST***General condition 13*☐ No, because:☐ Yes☐ Input taxed sale of eligible residential premises☐ Purchaser entitled to input tax credit☒ Not in the course or furtherance of an enterprise☐ Purchaser NOT entitled to input tax credit☐ Going concern☐ Margin scheme applies☐ Farm land used for farming business or sale of subdivided farm land to an associate☐ Mixed supply☐ Vendor not registered or required to be registered as GST turnover < \$75,000**GST withholding***Notice is required if taxable supply of residential premises or potential residential land. General condition 13(g)*

Notice required to be given by vendor

☐ Yes ☒ No

Withholding required by purchaser

☐ Yes ☒ No

No withholding for residential premises because:

☒ the premises are not new☐ the premises were created by substantial renovation☐ the premises are commercial residential premises

No withholding for potential residential land because:

☐ the land includes a building used for commercial purposes☐ the purchaser is registered for GST and acquires the property for a creditable purpose

SETTLEMENT

General condition 10

Is due on / /20

Unless the land is a lot on an unregistered plan of subdivision, in which case settlement is due on the later of:

☐ The above date; or

☐ 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

The plan of subdivision must be registered within [18 months if no other period is stated] of the day of sale (the sunset date) otherwise general condition 9(a) shall apply.

LEASE

General conditions 1(a)(iii) and 22

At settlement the purchaser is:

☐ ~~Entitled to vacant possession.~~

OR

☐ ~~Subject to a lease, particulars of which are:~~

~~☐ Attached; or~~

~~☐ As follows:~~

TERMS CONTRACT

Add special conditions.

This contract is intended to be a terms contract within the meaning of the Sale of Land Act 1962

☐ Yes ☒ No

LOAN

General condition 14(a)-(e)

This contract is subject to a loan being approved: ☐ Yes ☐ No

Lender:

Loan amount: \$

BUILDING & PEST REPORT

General condition 14(f)-(j)

This contract is subject to:

☐ Building report. Provider: Purchasers preferred provider

☐ Pest report. Provider: Purchasers preferred provider

Special Conditions

☒ Yes ☐ No

1. Purchaser acknowledgements

The purchaser acknowledges that they are purchasing the property as a result of their own enquiries and inspection and are not relying upon any representation made by the vendor or any other person on the vendor's behalf:

(a) In its present condition and state of repair;

(b) Subject to all defects latent and patent;

- (c) Subject to any infestations and dilapidation;
- (d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
- (e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

The purchaser agrees not to seek to terminate, rescind or make any objection, requisition or claim for compensation arising out of any of the matters covered by this clause.

2. Completion Subject to finance

Completion hereof is subject to the purchaser arranging finance satisfactory to the purchaser within 14 days of the date hereof failing which either party may rescind this contract in accordance with the provisions hereof.

3. Pest Report

This contract is subject to the purchaser receiving a report from a qualified pest controller on or before 7 days from the date hereof stating the absence of pest infestation or pest damage on the property.

This condition will be presumed to have been satisfied if the purchaser has not communicated a report to the contrary by the close of business on the date after the date referred to in the preceding paragraph.

4. Building Report

This contract is subject to and conditional upon the purchaser receiving a report from a licensed building on or before 7 days from the date which, which satisfies the purchaser as to the structural integrity of the improvements on the property.

This condition will be presumed to have been satisfied if the purchaser has not communicated a report to the contrary by the close of business on the date after the date referred to in the preceding paragraph.

5. Guarantee for corporate purchaser

In consideration of the vendor contracting with the corporate purchaser.....(insert guarantors full names) "the guarantors", as is evidenced by the guarantors execution hereof, guarantee the performance by the purchaser of all of the purchaser's obligations under the contract and indemnify the vendor against any cost or loss whatsoever arising as a result of the default by the purchaser in performing its obligations under this contract for whatever reason. The vendor may seek to recover any loss from the guarantor before seeking recovery from the purchaser and any settlement or compromise with the purchaser will not release the guarantor from the obligation to pay any balance that may be owing to the vendor. This guarantee is binding on the guarantors, their executors, administrators and assigns and the benefit of the guarantee is available to any assignee of the benefit of this contract by the vendor.

SIGNED by the guarantors in the presence of:))	 _____ Signature
_____ Signature of Witness		
_____ Print Name of Witness		

GENERAL CONDITIONS

The vendor warrants that these general conditions are identical to the general conditions of the By Lawyers contract of sale of land current as at the date of preparation of this contract. The parties agree that special conditions may be added to these general conditions but that these general conditions shall prevail in the case of any conflict between the general conditions and the special conditions.

CONTENTS

- | | |
|--|--------------------------------------|
| 1. Encumbrances | 15. Adjustments |
| 2. Vendor warranties | 16. Time |
| 3. Identity of the land | 17. Service |
| 4. Services | 18. Nominee |
| 5. Consents | 19. Liability of signatory |
| 6. Transfer | 20. Guarantee |
| 7. Electronic settlement | 21. Notices |
| 8. Builder warranty insurance | 22. Lease |
| 9. Off the plan | 23. Loss or damage before settlement |
| 10. Settlement | 24. Abandoned goods |
| 11. Payment | 25. Default |
| 12. Stakeholding | 26. Interest |
| 13. Goods and Services Tax | 27. Default notice |
| 14. Loan, building report or pest report | 28. Rescission notice |

1. Encumbrances

- (a) The purchaser buys the property subject to:
- (i) Any encumbrance shown in the section 32 statement other than mortgages or caveats; and
 - (ii) Any reservations in the crown grant; and
 - (iii) Any lease referred to in the particulars of sale.
- (b) The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.

- (c) In this general condition 'section 32 statement' means a statement required to be given by a vendor under section 32 of the Sale of Land Act 1962 in accordance with Division 2 of Part II of that Act.

2. Vendor warranties

- (a) The vendor warrants that the vendor:
- (i) Has, or by the due date for settlement will have, the right to sell the land; and
 - (ii) Is under no legal disability; and
 - (iii) Is in possession of the land, either personally or through a tenant; and

- (iv) Has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (v) Will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (vi) Will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- (b) The vendor further warrants that the vendor has no knowledge of any of the following:
- (i) Public rights of way over the land;
 - (ii) Easements over the land;
 - (iii) Lease or other possessory agreement affecting the land;
 - (iv) Notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (v) Legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- (c) The above warranties are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- (d) If sections 137B and 137C of the Building Act 1993 apply to this contract, the vendor warrants that:
- (i) All domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (ii) All materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (iii) Domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the Building

Act 1993 and regulations made under the Building Act 1993.

- (e) Words and phrases used in this general condition have the same meaning as in the Building Act 1993.

3. Identity of the land

- (a) An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- (b) The purchaser may not:
 - (i) Make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (ii) Require the vendor to amend title or pay any cost of amending title.

4. Services

- (a) The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- (b) The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

5. Consents

The vendor must obtain any necessary consent or licence required for the sale. The contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.

6. Transfer

- (a) Unless settlement is to be conducted electronically, the transfer of land must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The

delivery of the transfer of land document is not acceptance of title.

- (b) If settlement is to be conducted electronically the purchaser must create and sign the transfer of land in the workspace at least 10 days before settlement.
- (c) The vendor must create the Land Transfer Duties form required for assessment of duty on this transaction within 14 days of the day of sale and must have completed all the information required of the vendor at least 5 days before settlement.

7. Electronic settlement

- (a) The parties may agree to conduct settlement in accordance with the Electronic Conveyancing National Law.
- (b) The vendor must open the electronic workspace as soon as reasonably practicable and nominate a time of day for locking the workspace at least 7 days before the due date for settlement.
- (c) Settlement occurs when the workspace records that the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred.

8. Builder warranty insurance

The vendor agrees to provide prior to settlement details of any current builder warranty insurance relating to the property if requested in writing to do so at least 21 days before settlement.

9. Off the plan

- (a) If the land is a lot on an unregistered plan of subdivision and the lot is proposed to be used for residential purposes then if the plan has not been registered or an occupancy permit has not been issued by the sunset date specified in the particulars of sale:
 - (i) The purchaser may at any time thereafter, but prior to the plan being registered or an occupancy permit being issued, rescind this contract by notice in writing;
 - (ii) The vendor may, prior to the plan being registered or an occupancy permit being issued, rescind this contract after obtaining

the written consent of each purchaser to the rescission after giving each purchaser at least 28 days written notice before the proposed rescission, pursuant to section 10B(3) of the Sale of Land Act 1962;

- (iii) Pursuant to section 10F(1) of the Sale of Land Act 1962, the vendor gives the purchaser notice that:
 - A. the vendor is required to give notice of a proposed rescission of the contract under the sunset clause; and
 - B. the purchaser has the right to consent to the proposed rescission of the contract but is not obliged to consent; and
 - C. the vendor has the right to apply to the Supreme Court for an order permitting the vendor to rescind the contract; and
 - D. the Supreme Court may make an order permitting the rescission of the contract if satisfied that making the order is just and equitable in all the circumstances.
- (b) If the land is a lot on an unregistered plan of subdivision and the lot is not proposed to be used for residential purposes then if the plan has not been registered by the sunset date specified in the particulars of sale either party may at any time thereafter, but prior to the plan being registered, rescind this contract by notice in writing.
- (c) If this contract includes the construction of any building on the land the purchaser will not be obliged to settle until 14 days after being provided with an occupancy permit in respect of that building.
- (d) If the building has not been constructed in accordance with the plans and specifications annexed to this contract or otherwise provided to the purchaser by the vendor, the purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties.
- (e) The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.

- (f) The stakeholder must pay the amounts withheld in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

10. Settlement

- (a) At settlement:
 - (i) The purchaser must pay the balance of purchase money; and
 - (ii) The vendor must:
 - A. Do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - B. Give either vacant possession or receipt of rents and profits in accordance with the particulars of sale; and
 - C. Ensure that keys enabling access to the property are available to the purchaser.
- (b) The vendor's obligations under this general condition continue after settlement.
- (c) Settlement must be conducted between the hours of 10 am and 4 pm unless the parties agree otherwise.

11. Payment

- (a) The purchaser must pay the deposit:
 - (i) To the vendor's licensed estate agent; or
 - (ii) If there is no estate agent:
 - A. To the vendor's legal practitioner or conveyancer; or
 - B. If the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- (b) The purchaser may, subject to the vendor's consent, pay the deposit by way of a deposit bond or bank guarantee.
- (c) If the land sold is a lot on an unregistered plan of subdivision, the deposit:
 - (i) Must not exceed 10% of the price; and
 - (ii) Must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- (d) The purchaser must pay all money other than the deposit:
 - (i) To the vendor, or the vendor's legal practitioner or conveyancer; or
 - (ii) In accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- (e) Payments may be made or tendered:
 - (i) In cash; or
 - (ii) By cheque drawn on an authorised deposit taking institution; or
 - (iii) At the direction of the vendor, by cheque drawn on a trust account; or
 - (iv) If the parties agree, by electronically transferring the payment in the form of cleared funds. The purchaser must provide evidence to the vendor or the vendor's legal practitioner or conveyancer that the electronic transfer has taken place.
- (f) At settlement, the purchaser must pay the fees on up to 3 cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must bear the fees incurred for additional cheques.
- (g) For the purpose of this contract 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the Banking Act 1959 (Cth) is in force.

12. Stakeholding

- (a) The deposit must not be released until general condition 14 and any special condition benefiting the purchaser have been satisfied.
- (b) Any objection to the vendor's title must be made within 28 days of the day of sale.
- (c) If the vendor gives notice that there is no mortgage or caveat, other than a purchaser's caveat, affecting the land the stakeholder is authorised to transfer the deposit to the vendor 28 days after the day of sale provided that:
 - (i) general condition 12(a) has been satisfied; and
 - (ii) the purchaser has not made a valid objection to title.
- (d) If there is mortgage or caveat, other than a purchaser's caveat, affecting the land the stakeholder is authorised to transfer the deposit to the vendor provided that:
 - (i) general condition 12(a) has been satisfied; and
 - (ii) the purchaser has not made a valid objection to title; and
 - (iii) the vendor has provided to the purchaser reasonable evidence that the total amount of secured debts does not exceed 70% of the sale price; and
 - (iv) 28 days have elapsed since providing that evidence.

13. Goods and Services Tax

- (a) Unless otherwise provided in the Particulars of Sale or the Special Conditions, the price includes any GST payable by the vendor.
- (b) Except when the margin scheme applies the vendor must on or before settlement provide the purchaser with a tax invoice for any GST included in the price.
- (c) If the sale is made as a taxable supply that subsequently proves not to be a taxable supply, then the vendor will repay to the purchaser any money paid on account of GST.

- (d) This clause applies if 'going concern' is specified in the particulars of sale.
 - (i) The purchaser warrants that it is registered for GST.
 - (ii) The parties agree that the vendor's supply of the property under this contract is the supply of a going concern under section 38.325 of the A New Tax System (Goods and Services Tax) Act 1999, and that the supply is GST free for the purposes of that Act.
 - (iii) The vendor must continue to carry on the enterprise until settlement.
 - (iv) If the vendor is served with a demand, assessment or other correspondence from the Australian Taxation Office indicating that a supply under this contract is not the supply of a going concern, then upon being served with a copy of the demand and a Tax Invoice the purchaser shall pay the amount of the GST to the vendor.
- (e) This clause applies if 'farm land used for farming business or sale of subdivided farm land to an associate' is specified in the particulars of sale.
 - (i) The vendor warrants that the property is land on which a farming business has been carried on for a period of 5 years preceding the date of supply.
 - (ii) The purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
 - (iii) If the vendor is served with a demand, assessment or other correspondence from the Australian Taxation Office indicating that a supply under this contract is not the supply of a farming business then upon being served with a copy of the demand and a Tax Invoice the purchaser shall pay the amount of the GST to the vendor.
- (f) This clause applies if 'mixed supply' is specified in the particulars of sale.
 - (i) GST is included in the price.

- (ii) The parties agree that the property comprises two components, namely, a commercial building and a residential building.
- (iii) GST is payable by the vendor on settlement on the value of the commercial building and not the residential building, which is input taxed.
- (iv) The parties must agree the value of the commercial and residential components, failing which the vendor must deliver to the purchaser before settlement a copy of a valuation by a registered valuer showing the apportionment of the values.

(g) GST withholding - Residential premises or potential residential land

The following conditions apply if this sale includes a taxable supply of residential premises or potential residential land as defined in the GST Act:

(i) Vendor's notice

- A. If the particulars of sale indicates that no GST withholding under sub-division 14-E Taxation Administration Act 1953 is payable, the vendor hereby gives notice under s 14-255 that the purchaser is not required to make a GST withholding payment under s 14-250 for the reason indicated in the particulars of sale; otherwise
- B. The vendor shall give the purchaser notice of the GST withholding amount and particulars required by section 14-255 at least 14 days prior to settlement.

(ii) Amount to be withheld by the purchaser

- A. Where the margin scheme applies 7% of the purchase price; otherwise
- B. 1/11th of the consideration inclusive of GST (which may include non-cash consideration).

(iii) The purchaser must notify the Australian Taxation Office and obtain a payment reference number to accompany payment.

(iv) Purchaser to remit withheld amount

A. If settlement is conducted through an electronic conveyancing platform, the purchaser must remit the withheld amount to the Australian Taxation Office on settlement; and otherwise

B. The purchaser must give the vendor on settlement a cheque for the withheld amount, payable to the Australian Taxation Office and drawn on an authorised deposit taking institution. The vendor must immediately forward that cheque to the Australian Taxation Office with the payment reference number.

(v) Vendor to indemnify purchaser

In the event the purchaser is required to pay to the Australian Taxation Office an amount greater than the withheld amount, the vendor indemnifies the purchaser for such additional amount.

14. Loan, building report or pest report

(a) If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property within 21 days of the day of sale (the approval date) or any later date in accordance with this general condition (the extended approval date).

(b) If the loan has not been approved by the approval date, the approval date is extended for a period of 14 days (the extended approval date).

(c) The vendor may end the contract after the approval date and before being advised that the loan has been approved by giving the purchaser 2 clear business days notice of its intention to end the contract unless the purchaser advises the vendor in writing before the expiration of those 2 clear business days that the loan has been approved or that the purchaser no longer relies on this condition.

(d) The purchaser may end the contract if the loan is not approved by the approval date, or the extended approval date (if applicable) but only if the purchaser:

- (i) applied for the loan; and

- (ii) did everything reasonably required to obtain approval of the loan; and
 - (iii) provides written proof to the vendor that the loan was not approved; and
 - (iv) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or the extended approval date (if applicable); and
 - (v) is not in default under any other condition of this contract when the notice is given.
- (e) If the particulars of sale specify that this contract is subject to a building report or pest report being obtained, this contract is subject to the purchaser obtaining a building report and/or pest report satisfactory to the purchaser in relation to the property within 10 days of the day of sale (the satisfaction date) or any later date agreed by the vendor (the extended satisfaction date).
- (f) The purchaser may end the contract if a satisfactory report is not obtained by the satisfaction date, or the extended satisfaction date (if applicable) but only if the purchaser:
- (i) applied for the report; and
 - (ii) provides the vendor with a copy of the written report; and
 - (iii) serves written notice ending the contract on the vendor within 2 clear business days after the satisfaction date or extended satisfaction date (if applicable); and
 - (iv) is not in default under any other condition of this contract when the notice is given; and
- the building report reveals a defect, or the pest report reveals an infestation, either of which materially prejudices the purchaser and the purchaser, acting reasonably, would not have entered into the contract if the defect or infestation had been disclosed.
- (g) All deposit money must be immediately refunded to the purchaser if the contract is ended in accordance with this general condition.

15. Adjustments

- (a) All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- (b) The periodic outgoings and rent and other income must be apportioned on the following basis:
 - (i) The vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (ii) The land is treated as the only land of which the vendor is owner (as defined in the Land Tax Act 2005); and
 - (iii) The vendor is taken to own the land as a resident Australian beneficial owner; and
 - (iv) Any personal statutory benefit or burden applicable to either party is disregarded in calculating apportionment.
- (c) If requested by the vendor the purchaser must provide copies of all certificates and other information used to calculate adjustments.
- (d) If the purchaser takes possession of the property prior to settlement pursuant to a licence agreement then adjustments will be calculated from the date of possession.
- (e) If requested by the vendor, the purchaser will authorise the vendor to issue legal proceedings in the name of the purchaser against any tenant for any amount due by the tenant to the vendor pursuant to the lease as at the day of settlement. If requested by the purchaser, the vendor will provide the purchaser with an indemnity in respect of such proceedings.
- (f) If the price is \$750,000 or more the purchaser is entitled to deduct 12.5% of the price at settlement unless the vendor provides the purchaser with a clearance certificate issued pursuant to 14-235(2) in Schedule 1 Taxation Administration Act 1953 (Cth) at least 5 days before settlement.

- (g) The purchaser must pay any amount deducted pursuant to general condition 15(f) to the Commissioner pursuant to 14-200 in Schedule 1 Taxation Administration Act 1953 (Cth) at or immediately following settlement.
- (h) The amount to be adjusted shall not include GST if the party entitled to the adjustment is also entitled to an input tax credit for the GST on the outgoing or has a GST liability on the income.

16. Time

- (a) Time is of the essence of this contract.
- (b) Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.
- (c) The parties may agree to reduce or extend the time for performance of any obligation pursuant to this contract. This agreement shall be binding when confirmed in writing by the parties, or their legal practitioner or conveyancer.

17. Service

- (a) Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- (b) A document is sufficiently served if served:
 - (i) Personally; or
 - (ii) By pre-paid post; or
 - (iii) By facsimile; or
 - (iv) by email.
- (c) Unless proven otherwise, any document sent by:
 - (i) Express post is taken to have been served on the next business day after posting;
 - (ii) Priority post is taken to have been served on the fourth business day after posting;
 - (iii) Regular post is taken to have been served on the sixth business day after posting;
 - (iv) Facsimile is taken to have been served at the end of the first day following the day on which the document is so faxed.

- (v) Email is taken to have been served at the time of receipt within the meaning of section 13A of the Electronic Transactions (Victoria) Act 2000.

- (d) The word 'document' includes any 'demand' or 'notice' and 'service' includes 'give'.

18. Nominee

The purchaser may nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

19. Liability of signatory

Any signatory for a proprietary limited company purchaser is personally liable for the due performance of the purchaser's obligations as if the signatory were the purchaser.

20. Guarantee

- (a) If the purchaser is a proprietary limited company, the vendor may require one or more directors of the purchaser to guarantee the purchaser's performance of this contract.
- (b) Failure to sign a guarantee in standard form submitted by the vendor will constitute a default pursuant to this contract by the purchaser.

21. Notices

- (a) The vendor is responsible for compliance with any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale that does not relate to periodic outgoings.
- (b) The purchaser is responsible for compliance with any notice, order demand or levy imposing liability on the property that is issued or made on or after the day of sale that does not relate to periodic outgoings.
- (c) The purchaser may enter the property to comply with that responsibility where action is required before settlement.

22. Lease

- (a) The vendor must provide the purchaser with an original copy of any written lease affecting the property and any assignments or sub-leases of the lease.
- (b) If the vendor is unable to provide an original lease then the vendor must provide a copy acknowledged by the current tenant as binding on the parties.

23. Loss or damage before settlement

- (a) The purchaser and/or another person authorised by the purchaser may inspect the property at any reasonable time during the 7 days preceding and including the settlement day.
- (b) The vendor carries the risk of loss or damage to the property until settlement and must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- (c) If one or more of the goods is not in the same condition it was in on the day of sale at settlement the purchaser must not delay settlement but may claim compensation from the vendor after settlement.
- (d) If the property is not in the same condition it was in on the day of sale at settlement the purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties.
- (e) The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- (f) The stakeholder must pay the amounts withheld in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

24. Abandoned goods

Ownership of any goods owned by the vendor remaining on the premises after settlement passes to the purchaser.

25. Default

A party who defaults in the performance of this contract must pay to the other party, on demand:

- (a) At the time of settlement: any interest and costs pursuant to general conditions 27 & 28; and
- (b) After settlement: compensation for any reasonably foreseeable loss to the other party as a result of the default.

26. Interest

Interest at a rate of 2% per annum plus the rate for the time being fixed by section 2 of the Penalty Interest Rates Act 1983 is payable on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

27. Default notice

- (a) A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- (b) The default notice must:
 - (i) specify the particulars of the default; and
 - (ii) state that it is the offended party's intention to exercise the rights arising from the default unless, within 7 days of the notice being given:
 - A. the default is remedied; and
 - B. costs of \$440, including GST, are paid.
- (c) The party serving the default notice may extend performance of the default notice in writing.

28. Rescission notice

- (a) If the party in default has not remedied the default within 7 days the other party may give a rescission notice.
- (b) The rescission notice must:
 - (i) specify the particulars of the failure to comply with the default notice; and

- (ii) state that the contract will be ended in 10 days after the notice is given unless:
 - A. the default is remedied; and
 - B. further costs of \$440, including GST are paid.
- (c) The party serving the rescission notice may extend performance of the rescission notice in writing.
- (d) If the contract ends by a rescission notice given by the purchaser:
 - (i) The purchaser must be repaid any money paid under the contract and be paid any interest, costs and reasonable losses payable under the contract; and
 - (ii) All those amounts are a charge on the land until payment; and
 - (iii) The purchaser may also recover any loss otherwise recoverable.
- (e) If the contract ends by a rescission notice given by the vendor:
 - (i) The deposit is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (ii) The vendor is entitled to possession of the property; and
 - (iii) In addition to any other remedy, the vendor may within one year of the contract ending either:
 - A. Retain the property and sue for damages for breach of contract; or
 - B. Resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
 - (iv) The vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
 - (v) Any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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, or on behalf of, 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: : Lot 42 on Plan of Subdivision 098261 being Certificate of Title Volume 11682 Folio 652 being the land situate and known as: 65 Brian Street, Mildura, Victoria 3500

SIGNED BY THE VENDOR

Name: **Wayne Maxwell Barnfield and Delwyn Barnfield**

On 12 / 11 / 2020

x  x 

State nature of authority if applicable (e.g. 'director', 'attorney under power of attorney')

SIGNED BY THE PURCHASER

Name:

On ____ / ____ / 20 ____

State nature of authority if applicable (e.g. 'director', 'attorney under power of attorney')

Copyright State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 (Vic) or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, LANDATA REGD TM System, Victorian Land Registry Services Pty. Ltd. ABN 86 627 986 396 as trustee for the Victorian Land Registry Services Trust ABN 83 206 746 897 accept responsibility for any subsequent release, publication or reproduction of the information.

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

VOLUME 11682 FOLIO 652

Security no : 124086546883E
Produced 12/11/2020 01:44 PM

LAND DESCRIPTION

Lot 42 on Plan of Subdivision 098261.
PARENT TITLE Volume 08985 Folio 288
Created by instrument AM851924X 14/06/2016

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
WAYNE MAXWELL BARNFIELD
DELWYN BARNFIELD both of ELLERSLIE VIA WENTWORTH NSW 2648
AB264245N 08/05/2002

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 or imaged folio set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE LP098261 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: 65 BRIAN STREET MILDURA VIC 3500

DOCUMENT END

Delivered from the LANDATA® System by InfoTrack Pty Ltd.

The information supplied by InfoTrack has been obtained from InfoTrack Pty Limited by agreement between them. The information supplied has been obtained by InfoTrack Pty Limited who is licensed by the State of Victoria to provide this information via LANDATA® System.

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Victorian Land Registry Services Pty. Ltd. ABN 86 627 986 396 as trustee for the Victorian Land Registry Services Trust ABN 83 206 746 897 accept responsibility for any subsequent release, publication or reproduction of the information.

SAN MATEO AVENUE

BRIAN

PLAN OF SUBDIVISION
OF PART OF CROWN PORTION 1
PARISH OF MILDURA
COUNTY OF KARKAROO

VOL. 8830 FOL. 028
Measurements are in Feet & Inches
Conversion Factor
FEET X 0.3048 = METRES

LP 98261

EDITION 1

PLAN APPROVED
30/05/73

COLOUR CODE

E-1 = YELLOW
E-2 = BLUE

APPROPRIATIONS

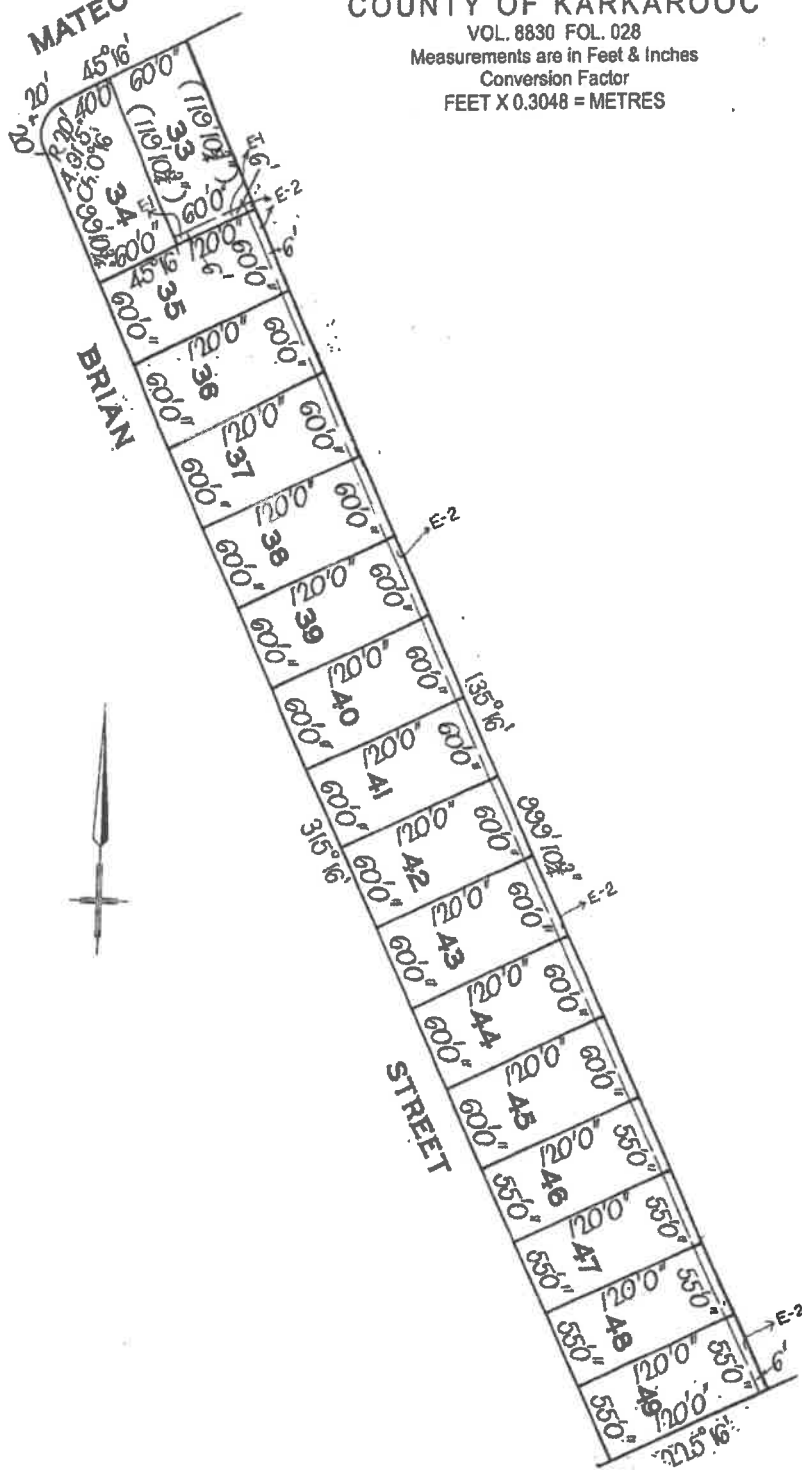
THE LAND COLOURED YELLOW
AND BLUE IS APPROPRIATED
OR SET APART FOR EASEMENTS
OF DRAINAGE AND SEWERAGE

ENCUMBRANCES

THE LAND COLOURED BLUE
IS ENCUMBERED FOR
DRAINAGE & SEWERAGE
PURPOSES VIDE LP 87490

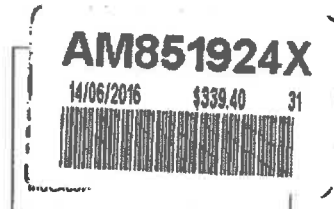


STREET



Accept
KL14/06/16
Lodgement: \$239.40
Assurance: \$100.00

Application for a New Certificate of Title in Place of One Lost or Destroyed



Section 31 Transfer of Land Act 1958

Lodged by
Name: Commonwealth Bank of Australia
Phone: 02 9151 8901
Address: Level 8, 150 George St Parramatta NSW 2150
Ref: Lelia Clavijo
Customer Code: 218

COA RELEASE
15773F

The applicant applies for the issue of a new certificate of title to replace the lost or destroyed certificate of title.

Land: (volume and folio)

Certificate of Title Volume 08985 Folio 288

Applicant: (full name and address including postcode)

Commonwealth Bank of Australia (ACN 123 123 124)

Date: 08/06/2016

Signature of Applicant:

SIGNED in NEW SOUTH WALES for and on behalf of
COMMONWEALTH BANK OF AUSTRALIA by its Attorney
(LELIA CLAVIJO) under Power dated 11 December 2000
a certified copy of which is filed in Permanent Order Book
277 Page 016 who certifies that he/she is CONVEYANCING
OFFICER MORTGAGE SERVICES SYDNEY NEW SOUTH
WALES of COMMONWEALTH BANK OF AUSTRALIA in the
presence of:

Witness

MICHELLE MUNDAY

Full Name

18, 150 George St Parramatta NSW 2150
Address

Lelia Clavijo
LELIA CLAVIJO

Form 10

Page 1 of 1

THE BACK OF THIS FORM MUST NOT BE USED

Land Victoria, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

TRANSFER OF LAND

Section 45 Transfer of Land Act 1958

WITHDRAWN
9 JAN 2002



X834482H
244001-1048-45 105

Lodged by:

Name:

Phone:

Address:

Ref.:

Customer Code:

Prime Legal Services

TEL: (03) 9670 7600 FAX: (03) 9670 266

Colonial State Bank Agency

29X

MADE AVAILAB

Land Titles Office Use Only

AB264245N

08/06/2002 \$0 45



The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed and subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer.

Land: (volume and folio reference)

Certificate of Title Volume 8985 Folio 288

Estate and Interest: (e.g. "all my estate in fee simple")

All my estate in fee simple

Consideration:

\$105,000.00

Transferor: (full name)

Annie Elizabeth Busch

Transferee: (full name and address including postcode)

Wayne Maxwell Barnfield and Delwyn Barnfield both of Ellerslie via Wentworth 2648 as joint tenants

Directing Party: (full name)

Nil



DAB264245N-1-2

Dated: 23/10/01

Execution and attestation:

SIGNED by the Transferor
in the presence of:

SIGNED by the Transferees
in the presence of:

Megawhite

D. Barnfield

Approval No. 571007L

ORDER TO REGISTER

Please register and issue title to

T1



8/10/02

Signed

Cust. Code:

STAMP DUTY USE ONLY

2370

Original Transfer of Land
Stamped with: \$2,320.00
Trn: 1126148 23-OCT-2001
SRO Victoria Duty, JRM

THE BACK OF THIS FORM MUST NOT BE USED

Blue Star Office L70

ANNEXURE PAGE

Transfer of Land Act 1958

Approved Form A1
Victorian Land Titles Office

This is page 2 of *Approved Form* dated 23/10/01 between ANNIE ELIZABETH BUSCH AND WAYNE MAXWELL BARNFIELD AND DELWYN BARNFIELD

Signatures of the parties

Panel Heading

SIGNED by ANNIE ELIZABETH BUSCH)
by her Attorney under Power dated 2 July)
1996 in the presence of :

Annie Busch

Wayne Maxwell Barnfield



DB264245N-2-1

~~*834482H~~
241001 1019 45 105

AB264245N

Approval No: 377998A

A1



* Law Perfect Pty Ltd

1. If there is insufficient space to accommodate the required info: *Form* insert the words "See Annexure Page 2" (or as the case m on the Annexure Page under the appropriate panel heading. **TI PAGE IS NOT TO BE USED**
2. If multiple copies of a mortgage are lodged, original Annexure Pages must be attached to each.
3. The Annexure Pages must be properly identified and signed by the parties to the *Approved Form* to which it is annexed.
4. All pages must be attached together by being stapled in the top left corner.

08/05/2002 \$0 45

Your Ref: Case Reference: X834482H

26 February 2002

The Registrar,
Registrar of Titles,
283 Queen Street,
MELBOURNE, 3000

RYAN MALONEY ANDERSON

Dear Sir,

Dealing No.: X834482H - Transfer Busch to Barnfield

I act for the Transferor in the abovementioned matter.

Please amend the Transferor witnessing clause of the Transferor to read:
"SIGNED by ANNIE ELIZABETH BUSCH
by her Attorney GRAHAM CHARLES BUSCH
under Power dated 2nd July 1996 in the presence of:"



Ian Patrick Ryan

Current Practitioner under the Legal Practice Act 1996.
Practitioner for the Transferor.

IAN P. RYAN
70 Deakin Avenue, Mildura
Who is a current practitioner
within the meaning of the
Legal Practice Act 1996



DAB264245N-3-9

Mildura Rural City Council

Internal Use Only



TAX INVOICE
ABN 42 498 937 037



Mr W M & Ms D Barnfield
PO Box 10219
MILDURA VIC 3502



033
1016041
R2_16485

Total Rates & Charges For this Year
\$1,561.92

Refer below for payment options

Rate and Valuation Notice

1 July 2020 to 30 June 2021

Property Location & Description
65 Brian Street MILDURA VIC 3500
Lot 42 PS 98261 Sec 30 Blk F

AVPCC: 110 - Detached Home

RATING DETAILS

Rating	Rate	Value	Amount
Residential Rate	0.00620605	162000	\$1,005.38
Waste Management	434.79	1	\$434.79

VICTORIAN STATE GOVERNMENT FIRE SERVICES PROPERTY LEVY

Levy	Rate	Value	Amount
Residential Fire Levy (Fixed)	113.00	1	\$113.00
Residential Fire Levy (Variable)	0.000054	162000	\$8.75

Assessment No: 666
Issue Date 10 September 2020
Rate declaration date: 1 July 2020
Capital Improved Value: 162,000
Site Value: 70,000
Net Annual Value: 8,100
Valuation Date: 1 January 2020

PAYMENT DEADLINES EXTENDED

First instalment due by 14 October 2020.
Second instalment due by 14 December 2020.

COVID-19 SUPPORT

Relief options are available to assist ratepayers experiencing financial hardship.
Visit mildura.vic.gov.au/coronavirus or call us for details.

TOTAL AMOUNT

\$1,561.92

Payment in full	Or	1st Instalment	2nd Instalment	3rd Instalment	4th Instalment
Due 15 Feb 2021 \$1,561.92		Due 14 Oct 2020 \$390.48	Due 14 Dec 2020 \$390.48	Due 28 Feb 2021 \$390.48	Due 31 May 2021 \$390.48

Note: If full payment of the 1st Instalment isn't received by the due date, this account will automatically default to the Payment in Full option and you will not receive reminder instalment notices.
Please refer to the reverse side of this notice for information relating to penalties for late payment.

Payment Slip

Mr W M & Ms D Barnfield
65 Brian Street MILDURA VIC 3500
Assessment No: 666

Payment In Full: \$1,561.92
Or 1st Instalment: \$390.48

Biller code: 93922
Ref: 6668

POST Billpay



Full Payment *41 6668



Post Billpay Biller code: 0041
Ref: 6668

Pay in person at any post office, phone
13 18 16 or go to postbillpay.com.au

Centrepay Ref:
555.054.730B

Internal Use Only

BPAY this payment via Internet or phone banking.
BPAY View View and pay this bill using internet banking.
BPAY View Registration No.: 6668

3500
(03) 5051 3480
5.00pm Monday - Friday
Swan Hill 3585
Swan Hill 3585
30164
5036 2150 Fax: (03) 5036 2180
Hours 8.00am - 5.00pm Monday - Friday

LOWER MURRAY WATER

ABN 18 475 808 826
www.lmw.vic.gov.au

KERANG
56 Wellington Street Kerang 3579
PO Box 547 Kerang 3579
AUSSOC DX 57908
Tel: (03) 5450 3960 Fax: (03) 5450 3967
Office Hours 8.00am - 1.00pm Monday - Friday



24 Hour Supply Emergency
1800 808 830



351637-001 017439(39301) 0033
MR WM BARNFIELD &
MRS D BARNFIELD
PO BOX 10219
MILDURA VIC 3502

Reference No. 000733

URBAN ACCOUNT

Amount Due \$178.22

Due Date 13-NOV-2020

Date Of Issue 8/10/2020

Tariffs and Charges Notice
2nd Quarter 2020/21
01/10/2020 - 31/12/2020

POST *850 700007339

Property Address : 65 BRIAN STREET MILDURA VIC 3500 (Prop:733) - Urban Account
Lot 42 LP 96261 Bk F Sec 30 Vol 8985 Fol 288

Water Service Tariff
Water by Measure Chg-Info on reverse
Sewerage Service Tariff

Charge
52.09
3.17
122.96

Balance
52.09
3.17
122.96

TOTAL OWING

\$178.22



Payments/Credits since last Notice \$202.15

Payment Slip - Methods of Payment

Online at lmw.vic.gov.au - Pay your Account

000733

65 BRIAN STREET MILDURA VIC 3500 (Prop:733) - Urban Account



Direct Debit
Please contact your local office.



*850 700007339

\$178.22



Centrepay
Use Centrepay to arrange regular deductions from your Centrelink payment. simply call any Lower Murray Water Office.

B PAY	Biller Code: 78477 Ref: 7000 0733 9
BPAY® - Make this payment via internet or phone banking.	
BPAY View® - Receive, view and pay this bill using internet banking.	
BPAY View Registration No: 7000 0733 9	

Amount Due

\$178.22



Billpay Code: 0850
Ref: 7000 0733 9

Pay in person at any Post Office.



Biller Code: 78477
Ref: 7000 0733 9

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au



By Phone
Pay by phone (03) 8672 0582.
Standard call charges apply

See reverse for
In Person and By Mail options

Property Report from www.land.vic.gov.au on 12 November 2020 02:12 PM

Address: 65 BRIAN STREET MILDURA 3500

Lot and Plan Number: Lot 42 LP98261

Standard Parcel Identifier (SPI): 42\LP98261

Local Government (Council): MILDURA **Council Property Number:** 666

Directory Reference: VicRoads 535 O8

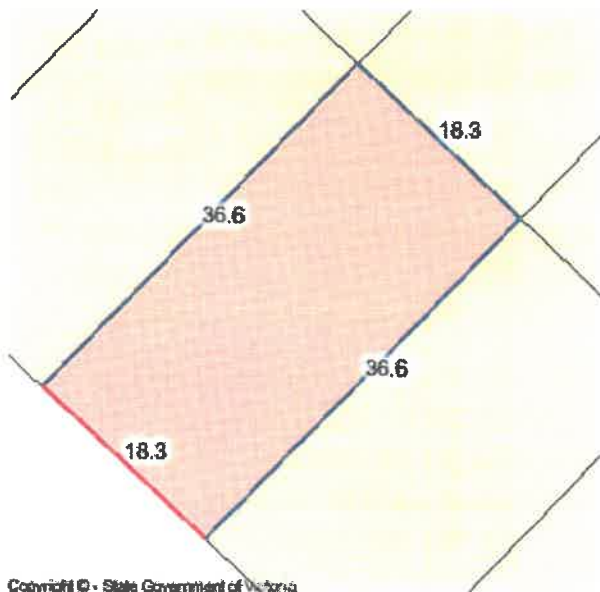
This property is not in a designated bushfire prone area.

No 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

Site Dimensions

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



Area: 669 sq. m

Perimeter: 110 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.

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

State Electorates

Legislative Council: NORTHERN VICTORIA

Legislative Assembly: MILDURA

Utilities

Rural Water Corporation: Lower Murray Water

Urban Water Corporation: Lower Murray Water

Melbourne Water: outside drainage boundary

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

Planning information continued on next page

Copyright © - State Government of Victoria

Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.

Read the full disclaimer at www.land.vic.gov.au/home/copyright-and-disclaimer

Planning Zone Summary

Planning Zone: GENERAL RESIDENTIAL ZONE (GRZ)
GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)

Planning Overlay: SPECIFIC CONTROLS OVERLAY (SCO)
SPECIFIC CONTROLS OVERLAY - SCHEDULE 1 (SCO1)

Planning scheme data last updated on 11 November 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](#)

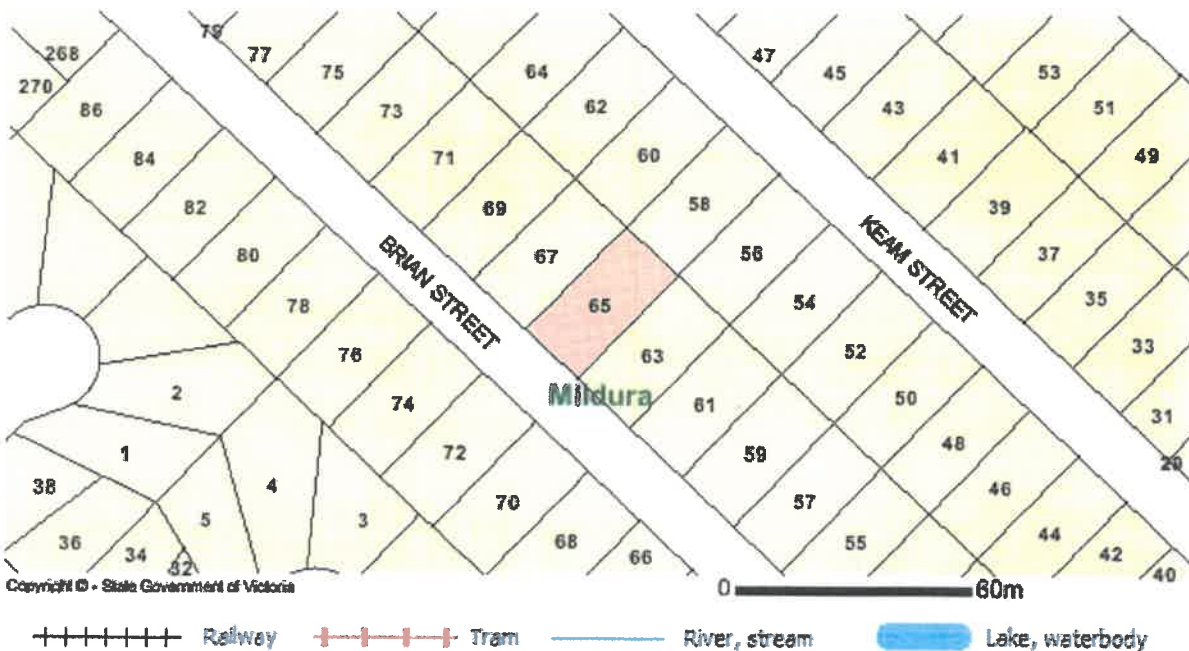
The Planning Property Report includes separate maps of zones and overlays

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

Area Map



Copyright © - State Government of Victoria

Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.

Read the full disclaimer at www.land.vic.gov.au/home/copyright-and-disclaimer

PLANNING PROPERTY REPORT



Environment,
Land, Water
and Planning

From www.planning.vic.gov.au at 12 November 2020 02:11 PM

PROPERTY DETAILS

Address: **65 BRIAN STREET MILDURA 3500**
Lot and Plan Number: **Lot 42 LP98261**
Standard Parcel Identifier (SPI): **42\LP98261**
Local Government Area (Council): **MILDURA**
Council Property Number: **666**
Planning Scheme: **Mildura**
Directory Reference: **Vicroads 535 08**

www.mildura.vic.gov.au

[Planning Scheme - Mildura](#)

UTILITIES

Rural Water Corporation: **Lower Murray Water**
Urban Water Corporation: **Lower Murray Water**
Melbourne Water: **Outside drainage boundary**
Power Distributor: **POWERCOR**

[View location in VicPlan](#)

STATE ELECTORATES

Legislative Council: **NORTHERN VICTORIA**
Legislative Assembly: **MILDURA**

Planning Zones

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)



GRZ - General Residential

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

Copyright © - State Government of Victoria

Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided. Read the full disclaimer at <https://www2.delwp.vic.gov.au/disclaimer>.

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).

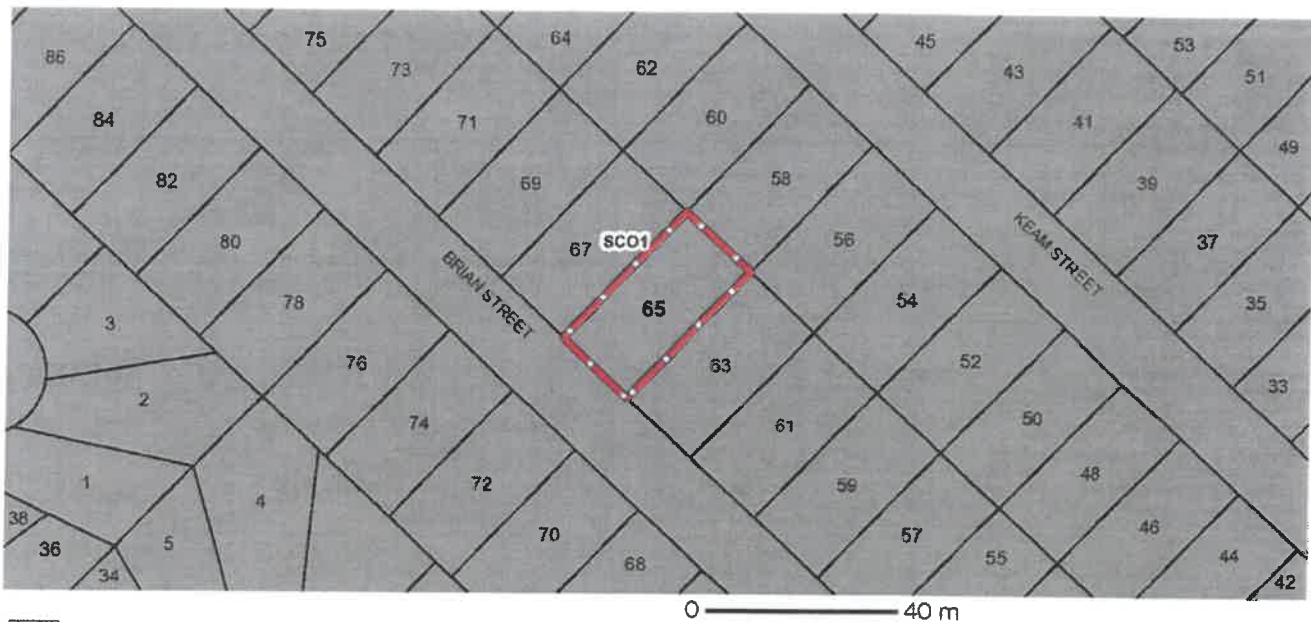
PLANNING PROPERTY REPORT: 65 BRIAN STREET MILDURA 3500

Page 1 of 3

Planning Overlay

SPECIFIC CONTROLS OVERLAY (SCO)

SPECIFIC CONTROLS OVERLAY - SCHEDULE 1 (SCO1)



 SCO - Specific Controls

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 11 November 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 <https://mapshare.maps.vic.gov.au/vicplan>

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

Copyright © - State Government of Victoria

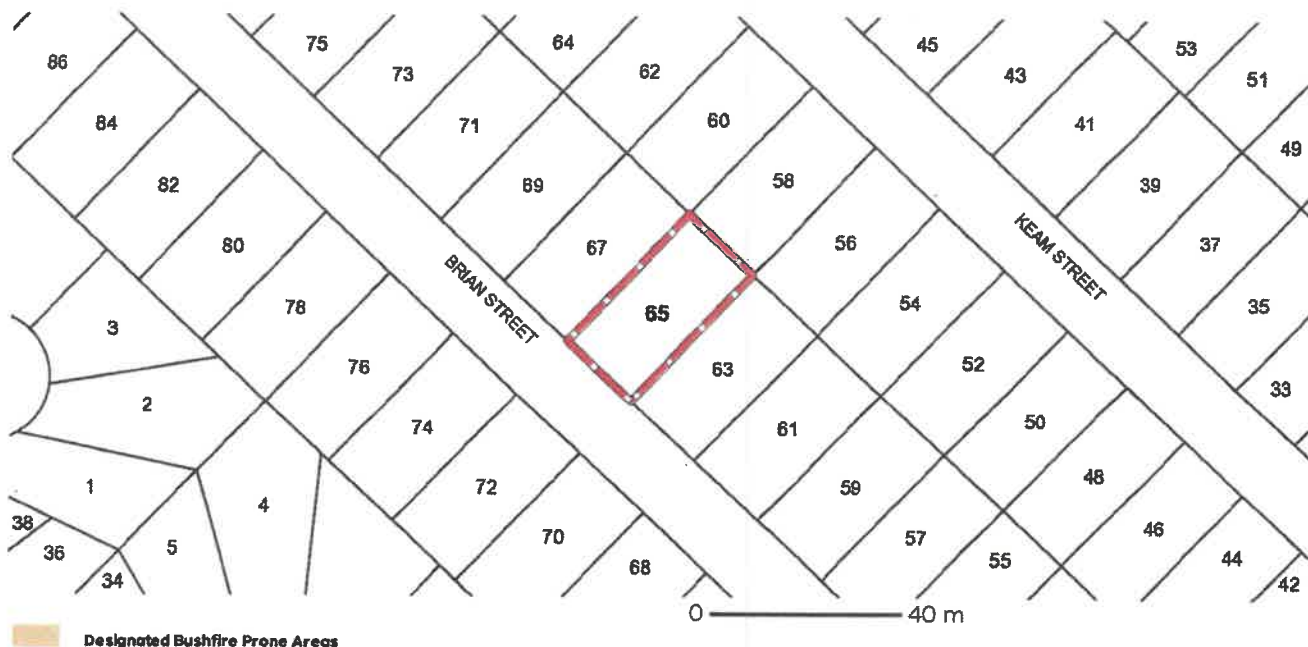
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided. Read the full disclaimer at <https://www2.delwp.vic.gov.au/disclaimer>

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).

Designated Bushfire Prone Areas

This property is not in a designated bushfire prone area.

No special bushfire construction requirements apply. Planning provisions may apply.



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 <https://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 <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>