CONTRACT OF SALE OF REAL ESTATE

Part 1 of the standard form of contract prescribed by the
Estate Agents (Contracts) Regulations 2008

Property Address: Unit 2, 34 Northview Drive LEOPOLD VIC 3224

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; and
- Special conditions, if any; and
- General conditions (as set out in Form 2 of the **Estate Agents (Contracts) Regulations 2008**);

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period (Section 31 **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 applies to you.

You must either give the vendor or the vendor's agent **written** notice that you are ending the contract or leave the notice at the address of the vendor or the vendor's 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 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'

You are notified under section 9AA(1A) of the Sale of Land Act 1962, that:

- You may negotiate with the vendor about the amount of 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 this contract of sale 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** that is in accordance with Division 2 of Part II of that Act; and a copy of the full terms of this contract.

The authority of a person signing:

- under power of attorney; or
- as director of a corporation; or
- as an agent authorised in writing by one of the parties

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER .....

..... on ...../...../20.....

Print name(s) of person(s) 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 business days if none specified).

SIGNED BY THE VENDOR .....

..... on ...../...../20.....

Print name of person signing .....

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 ESTATE AGENT

Barnett Real Estate
368 Latrobe Terrace NEWTOWN VIC 3220
Tel 5222 1488 Fax: 5222 4503
Ref: Jason Barnett Email: admin@barnettproperty.com.au

VENDOR

Janet Irene Roberts Billett
of: Unit 3 109 Power Street WILLIAMSTOWN VIC 3016

VENDOR'S CONVEYANCER

Choice Conveyancing
72A Little Ryrie Street GEELONG VIC 3220
DX: 22014 Geelong
Tel: 03 5246 8700 Fax: 03 5222 4466
Ref: James Barnett Email: info@choiceconveyancing.com.au

PURCHASER

PURCHASER'S CONVEYANCER OR LEGAL PRACTITIONER

DX:
Tel: Fax:
Ref: Email:

PROPERTY ADDRESS

The address of the property is: **Unit 2, 34 Northview Drive LEOPOLD VIC 3224**

LAND (General Conditions 3 & 9)
The land is –
Described in the table below -

Certificate of Title reference	Being lot	On plan
Volume 9825 Folio 969	Lot 2	SP 29287

OR
described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement, as attached to the Section 32 Statement if no folio or land description references are recorded in the table above or if the land is general law land.

The land includes all improvements and fixtures.

GOODS SOLD WITH THE LAND
(General Condition 2.3(f))

All fixed floor coverings, window furnishings, and electric light fittings (*as inspected*)

PAYMENT
(General Condition 11)

Price $

Deposit $ by (of which $ has been paid)

Balance $ payable at settlement

GST (General Condition 13)
The price includes GST (if any) unless the words '**plus GST**' appear in this box:

If this is a sale of a 'farming business' or 'going concern' then add the words **'farming business'** or **'going concern'** in this box:

If the margin scheme will be used to calculate GST then add the words **'margin scheme'** in this box:

GST withholding

Notice is required if taxable supply of residential premises or potential residential land. Special condition 6

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
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

LEASE
(General Condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property
unless the words '**subject to lease**' appear in this box in which case refer to general condition 1.1,
If '**subject to lease**' then particulars of the lease are:

TERMS CONTRACT
(General Condition 23)

If this contract is intended to be a terms contract within the meaning of the **Sale of Land Act 1962** then add the words '**terms contract**' in this box, and refer to general condition 23 and add any further provisions by way of special conditions:

LOAN
(General Condition 14)

The following details apply if this contract is subject to a loan being approved:

Lender:

Loan amount: $

Approval date:

SPECIAL CONDITIONS

This contract does not include any special conditions unless the words **'special conditions'** appear in this box:

SPECIAL CONDITIONS

SPECIAL CONDITIONS

1. **Purchaser Guarantee**
If the Purchaser is a Corporation it must immediately have its Directors execute the annexed Guarantee.

2. **Purchasers buying unequal interests**
   a. If there is more than one Purchaser it is the Purchaser's responsibility to ensure this Contract of Sale correctly records at the day of sale the proportions in which they are buying the property ("the proportions")

   b. If the proportions recorded in the Transfer of Land differ from those recorded in this Contract of Sale, it is the Purchaser's responsibility to pay any additional duty which may be assessed as a result of the variation.

   c. The Purchasers fully indemnify the Vendor, the Vendor's agent and the Vendor's legal representative against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the Transfer of Land differing from those in this Contract of Sale.

   d. This special condition will not merge on completion.

3. **Easements, Planning Restrictions and Buildings**
   3.1. The purchaser acknowledges that the property is purchased:
      3.1.1. Subject to all registered and implied easements existing over or upon or affecting the property and the easements appropriated by any plan of subdivision (whether registered or unregistered) affecting the property;
      3.1.2. Subject to any restriction on use or development under any planning schemes affecting the property; and
      3.1.3. With all improvements on and forming part of the land existing at the day of sale and in its present state of repair and condition and subject to any defects with regard to its construction, condition, position or state of repair at the day of sale.
   3.2. The vendor gives no warranty that the improvements on the land comply with current building legislation.
   3.3. Any breach or non-compliance with any matter referred to in this special condition, or disclosed in the Vendor's Statement does not constitute a defect in title and the purchaser cannot make any requisition objection or claim for compensation in respect to any breach or non-compliance with any matter referred to in this special condition and the vendor is under no liability or obligation to the purchaser to carry out any improvements, alterations, repairs or other work to the property.

4. **Foreign resident capital gains withholding**
   4.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this special condition unless the context requires otherwise.
   4.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
   4.3 This special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property is or will have a market value of $750,000 or more just after the transaction, and the transaction is not excluded under section 14-215(1)(a) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
   4.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
   4.5 The purchaser must:
      (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations in this special condition; and
      (b) ensure that the representative does so.
   4.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
      (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition if the sale of the property settles;
      (b) promptly provide the vendor with proof of payment; and
      (c) otherwise comply, or ensure compliance with, this special condition;
      despite:
      (d) any contrary instructions, other than from both the purchaser and the vendor; and
      (e) any other provision in this contract to the contrary.
   4.7 The representative is taken to have complied with the obligations in special condition 6.6 if:
      (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
      (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
   4.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
   4.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 of *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
   4.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

5. **Electronic Conveyancing Special Condition**

Settlement and lodgement will be conducted electronically in accordance with the *Electronic Conveyancing National Law* and special condition 2 applies, if the box is marked "EC"

"EC"

5.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law.*

5.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.

5.3 Each party must:

(a) Be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*

(b) Ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*

(C) Conduct the transaction in accordance with the *Electronic Conveyancing National Law.*

5.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

5.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.

5.6 Settlement occurs when the workspace records that:

(a) The exchange of funds or value between financial institutions in accordance with the instruction of the parties has occurred: or

(b) If there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

5.7 The parties must do everything reasonably necessary to effect settlement:

(a) electronically on the next business day, or

(b) at the option of either party, otherwise than electronically as soon as possible –
if, after locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00pm, or 6.00pm if the nominated time for settlement is after 4.00pm.

5.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.

5.9 The vendor must before settlement:

(a) deliver any keys, security devices and codes ("keys") to the estate agent names in the contract,

(b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator,

(c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

(d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.

5.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

6 **GST Withholding**

6.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act* 1999 (Cth) have the same meaning in this special condition unless the context requires otherwise. Words and expressions first used in this special condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

6.2 This special condition 6A applies if the purchaser is required to pay the Commissioner an **amount* in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is **new residential premises* or **potential residential land* in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this special condition 6A is to be taken as relieving the vendor from compliance with section 14-255.

6.3 The amount is to be deducted from the vendor's entitlement to the contract **consideration* and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth).* The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

6.4 The purchaser must:

(a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this special condition; and

(b) ensure that the representative does so.

6.5 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition on settlement of the sale of the property;

(b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and

(c) otherwise comply, or ensure compliance, with this special condition;

despite:

(d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

6.6 The representative is taken to have complied with the requirements of special condition 6.5 if:

(a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and

(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

6.7 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:

(a) so agreed by the vendor in writing; and

(b) the settlement is not conducted through an electronic settlement system described in special condition 6.6.

However, if the purchaser gives the bank cheque in accordance with this special condition 6.7, the vendor must:

(c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

(d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

6.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 14 days before the due date for settlement.

6.9 A party must provide the other party with such information as the other party requires to:

(a) decide if an amount is required to be paid or the quantum of it, or

(b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

6.10 The vendor warrants that:

(a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and

(b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.

6.11 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:

(a) the penalties or interest arise from the vendor's failure, including breach of a warranty in special condition 6.10 ; or

(b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

6.12 This special condition will not merge on settlement.

7. **Rate certificates**

If requested, the Purchaser agrees to provide to the Vendor's representative copies of all certificates and searches obtained by the Purchaser to calculate adjustments. The Vendor will not be obliged to provide cheque details until such time as the copies have been received.

CONTRACT OF SALE OF REAL ESTATE—GENERAL CONDITIONS

TITLE

1. Encumbrances

1.1 The purchaser buys the property subject to:
- (a) any encumbrance shown in the Section 32 Statement other than mortgages or caveats; and
- (b) any reservations in the crown grant; and
- (c) any lease referred to in the particulars of sale.

1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.

1.3 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

2.1 The warranties in general conditions 2.2 and 2.3 replace the purchaser's right to make requisitions and inquiries.

2.2 The vendor warrants that the vendor:
- (a) has, or by the due date for settlement will have, the right to sell the land; and
- (b) is under no legal disability; and
- (c) is in possession of the land, either personally or through a tenant; and
- (d) 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
- (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
- (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

2.3 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
- (b) easements over the land;
- (c) lease or other possessory agreement affecting the land;
- (d) 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;
- (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

2.4 The warranties in general conditions 2.2 and 2.3 are subject to any contrary provisions in this contract and disclosures in 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.

2.5 If sections 137B and 137C of the **Building Act 1993** apply to this contract, the vendor warrants that:
- (a) 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
- (b) 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
- (c) 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.**

2.6 Words and phrases used in general condition 2.5 which are defined in the **Building Act 1993** have the same meaning in general condition 2.5.

3. Identity of the land

3.1 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.

3.2 The purchaser may not:
- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
- (b) require the vendor to amend title or pay any cost of amending title.

4. Services

4.1 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.

4.2 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

The transfer of land document 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. Preparation and delivery of the document can be either in paper form or electronic format via an Electronic Lodgment Network Operator

7. Duties Online Settlement Statement

The vendor will initiate the preparation of a Duties Online Settlement Statement (DOLSS) as soon as practicable after the Contract Date and will provide the purchaser with online access to that document at least 10 days before settlement. The purchaser will sign the DOLSS no later than 7 days prior to settlement.

8. Release of Security Interest

8.1 This general condition applies if any part of the property is subject to a security interest to which the **Personal Property Securities Act 2009 (Cth)** applies.

8.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 8.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

8.3 If the purchaser is given the details of the vendor's date of birth under condition 8.2, the purchaser must –

(a) Only use the vendor's date of birth for the purposes specified in condition 8.2; and

(b) Keep the date of birth of the vendor secure and confidential.

8.4 The vendor must ensure that at or before settlement, the purchaser receives –

(a) a release from the secured party releasing the property from the security interest; or

(b) a statement in writing in accordance with section 275(1)(b) of the **Personal Property Securities Act 2009 (Cth)** setting out that the amount or obligation that is secured is nil at settlement; or

(c) a written approval or correction in accordance with section 275(1)(c) of the **Personal Property Securities Act 2009 (Cth)** indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

8.5 Subject to general condition 8.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –

(a) that -

(i) the purchaser intends to use predominantly for personal, domestic or household purposes; and

(ii) has a market value of not more than $5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the **Personal Property Securities Act 2009 (Cth),** not more than that prescribed amount; or

(b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.

8.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 8.5 if –

(a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or

(b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

8.7 A release for the purposes of general condition 8.4(a) must be in writing.

8.8 A release for the purposes of general condition 8.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

8.9 If the purchaser receives a release under general condition 8.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

8.10 In addition to ensuring that a release is received under general condition 8.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

8.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Security Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

8.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 8.11.

8.13 If settlement is delayed under general condition 8.12 the purchaser must pay the vendor –

(a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and

(b) any reasonable costs incurred by the vendor as a result of the delay - as though the purchaser was in default.

8.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 8.14 applies despite general condition 8.1.

8.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 8 unless the context requires otherwise.

9. Builder warranty insurance

The vendor warrants that the vendor will provide at settlement details of any current builder warranty insurance in the vendor's possession relating to the property if requested in writing to do so at least 21 days before settlement.

10. Settlement

10.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

(i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and

(ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

10.2 The vendor's obligations under this general condition continue after settlement.

10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

11. Payment

11.1 The purchaser must pay the deposit:

(a) to the vendor's licensed estate agent; or

(b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or

(c) 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.

11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:

(a) must not exceed 10% of the price; and

(b) 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.

11.3 The purchaser must pay all money other than the deposit:

(a) to the vendor, or the vendor's legal practitioner or conveyancer; or

(b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

11.4 At settlement, payments may be made or tendered:

(a) up to $1,000 in cash; or

(b) by cheque drawn on an authorised deposit-taking institution; or

(c) by electronically transferring the payment in the form of cleared funds.

However, unless otherwise agreed:

(d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment; and

(e) any financial fees or deductions from the funds transferred, other than any fees charged by the recipient's authorized deposit-taking institution, must be paid by the remitter.

11.5 For the purpose of this general condition '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.

11.6 The purchaser must pay the fees on up to three bank cheques drawn on an authorized deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorized deposit-taking institution the vendor must reimburse the purchaser for the fees incurred.

12. Stakeholding

12.1 The deposit must be released to the vendor if:

(a) the vendor provides particulars, to the reasonable satisfaction of the purchaser, that either—
(i) there are no debts secured against the property; or
(ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and

(b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and

(c) all conditions of S27 of the **Sale of Land Act 1962 ("the Act")** have been satisfied.

12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.

12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

12.4 Where the purchaser is deemed by Section 27(7) of the Sale of Land Act 1962 to have given the deposit release authorization referred to in Section 27(1) of the Act, the purchaser is also deemed to have accepted title in the absence of any prior objection to title.

13. GST

13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'.
However, the purchaser must pay to the vendor any GST payable by the vendor:

(a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or

(b) if the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on and the supply does not satisfy the requirements of section 38-480 of the GST Act; or

(c) if the particulars of sale specify that the supply made under this contract is a going concern and the supply does not satisfy the requirements of section 38-325 of the GST Act.

13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.

13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.

13.4 If the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on:

(a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and

(b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':

(a) the parties agree that this contract is for the supply of a going concern; and

(b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and

(c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.

13.7 This general condition will not merge on either settlement or registration.

13.8 In this general condition:

(a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and

(b) 'GST' includes penalties and interest.

14. Loan

14.1 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 by the approval date or any later date allowed by the vendor.

14.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
(a) immediately applied for the loan; and
(b) did everything reasonably required to obtain approval of the loan; and
(c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
(d) is not in default under any other condition of this contract when the notice is given.

14.3 All money must be immediately refunded to the purchaser if the contract is ended.

15. Adjustments

15.1 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.

15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
(a) 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
(b) the land is treated as the only land of which the vendor is owner (as defined in the **Land Tax Act 2005**); and
(c) the vendor is taken to own the land as a resident Australian beneficial owner; and
(d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

TRANSACTIONAL

16. Time

16.1 Time is of the essence of this contract.

16.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.

17. Service

17.1 Any document sent by –
(a) express post is taken to have been served on the next business day after posting, unless proven otherwise;
(b) registered post is taken to have been served on the fourth business day after posting, unless proven otherwise;
(c) regular post is taken to have been served on the sixth business day after posting, unless proven otherwise;
(d) 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.

17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
(a) personally; or
(b) by pre-paid post; or
(c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorized for service on or by a legal practitioner.
(d) by email

17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

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 in the case of a default by a proprietary limited company purchaser.

20. Guarantee
The vendor may require one or more directors of the purchaser to guarantee the purchaser's performance of this contract if the purchaser is a proprietary limited company.

21. Notices
The purchaser is responsible for 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. The purchaser may enter the property to comply with that responsibility where action is required before settlement.

22. Inspection
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.

23. Terms contract
23.1 If this is a 'terms contract' as defined in the **Sale of Land Act 1962**:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section29M of the **Sale of Land Act 1962**; and
- (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

23.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

24. Loss or damage before settlement
24.1 The vendor carries the risk of loss or damage to the property until settlement.
24.2 The vendor 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.
24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.
24.4 The purchaser may nominate an amount not exceeding $5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.
24.5 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.
24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. Breach

A party who breaches this contract must pay to the other party on demand:

(a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and

(b) any interest due under this contract as a result of the breach.

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

27.1 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.

27.2 The default notice must:

(a) specify the particulars of the default; and

(b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given—

(i) the default is remedied; and

(ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

28. Default not remedied

28.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.

28.2 The contract immediately ends if:

(a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and

(b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

28.3 If the contract ends by a default notice given by the purchaser:

(a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and

(b) all those amounts are a charge on the land until payment; and

(c) the purchaser may also recover any loss otherwise recoverable.

28.4 If the contract ends by a default notice given by the vendor:

(a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and

(b) the vendor is entitled to possession of the property; and

(c) in addition to any other remedy, the vendor may within one year of the contract ending either:

(i) retain the property and sue for damages for breach of contract; or

(ii) 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

(d) 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

(e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

28.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

GUARANTEE and INDEMNITY

I/We,..... of .....

and ..... of .....

being the **Sole Director / Directors** of ..... ACN .....
(called the "Guarantors") IN CONSIDERATION of the Vendor selling to the Purchaser at our request the Land described in this Contract of Sale for the price and upon the terms and conditions contained therein **DO** for ourselves and our respective executors and administrators **JOINTLY AND SEVERALLY COVENANT** with the said Vendor and their assigns that if at any time default shall be made in payment of the Deposit Money or residue of Purchase Money or interest or any other moneys payable by the Purchaser to the Vendor under this Contract or in the performance or observance of any term or condition of this Contract to be performed or observed by the Purchaser I/we will immediately on demand by the Vendor pay to the Vendor the whole of the Deposit Money, residue of Purchase Money, interest or other moneys which shall then be due and payable to the Vendor and indemnify and agree to keep the Vendor indemnified against all loss of Deposit Money, residue of Purchase Money, interest and other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and Indemnity and shall not be released by:-

(a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;

(b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;

(c) by time given to the Purchaser for any such payment performance or observance;

(d) by reason of the Vendor assigning his, her or their rights under the said Contract; and

(e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

IN WITNESS whereof the parties hereto have set their hands and seals

this ..... day of ..... 20.....

SIGNED SEALED AND DELIVERED by the said)
)
Print Name.....) .....

in the presence of:) Director (Sign)
)
Witness.....)

SIGNED SEALED AND DELIVERED by the said)
)
Print Name.....) .....

in the presence of:) Director (Sign)
)
Witness.....)

Vendor:

JANET IRENE ROBERTS BILLETT

Vendor's Section 32 Statement

Property:

Unit 2, 34 Northview Drive
LEOPOLD VIC 3224

Choice Conveyancing
72A Little Ryrie Street
Geelong VIC 3220
DX 22014 Geelong

Telephone: 03 5246 8700
Facsimile: 03 5222 4466

Ref: 180597 Roberts Billett

CHOICE CONVEYANCING

Vendors Statement to the Purchaser of Real Estate
Pursuant to Section 32 of the Sale of Land Act ("the Act")

Vendor: JANET IRENE ROBERTS BILLETT

Property: UNIT 2 34 NORTHVIEW DRIVE LEOPOLD VIC 3224

1. Financial matters in respect of the land

Information concerning the amount of Rates, Taxes, Charges and other similar outgoings affecting the property and interest (if any) payable thereon (including any Owners Corporation Charges and Interest):

(a) Their total does not exceed $4,000.00

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:

None to the Vendors knowledge

2. Insurance details in respect of the land

(a) if the contract provides that the land does not remain at the vendor's risk before the purchaser is entitled to possession or receipt of rents and profits:

No such insurance has been effected

(b) if there is a residence on the land which was constructed within the preceding 6 years and section 137B of the ***Building Act 1993*** applies to the residence:

No such insurance has been effected.

3. Matters relating to land use

(a) Information concerning any easement, covenant or similar restriction affecting the property, registered or unregistered, are as follows:

i. Description: As set out in the attached copy of the Title document
ii. Particulars of any existing failure to comply with the terms of that easement, covenant and/or restriction are as follows:

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

(b) This land is not within a bushfire prone area within the meaning of the regulations made under the *Building Act 1993*

(c) There is access to the property by road.

(d) in the case of land to which a planning scheme applies a statement specifying—

(i) name of the planning scheme: Greater Geelong City Council Planning Scheme

(ii) name of the responsible authority: Greater Geelong City Council

(iii) zoning of the land: General Residential Zone – Schedule 1

(iv) name of any planning overlay affecting the land: Are contained in the attached certificate/s.

4. Notices made in respect of land

(a) Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the property of which the vendor might reasonably be expected to have knowledge:

Unless contained in the attached certificate/s and/or statement/s, none to the Vendor's knowledge. However, the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor.

(b) whether there are any notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes:

Unless contained in the attached certificate/s and/or statement/s, the Vendor is not aware of any Notices, Property Management Plans, Reports or Orders in respect of the land issued by a Government Department or Public Authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes.

(c) particulars of any notice of intention to acquire served under section 6 of the ***Land Acquisition and Compensation Act 1986***.

Is as follows: None to the Vendor's knowledge

5. Building permits

Particulars of any building permit issued during the past seven years under the *Building Act 1993* (where the property includes a Residence):

No such Building permit has been granted to the Vendor's knowledge

6. Information relating to any owners corporation

The land is affected by an Owners Corporation within the meaning of the *Owners Corporations Act 2006*.

6.3 The owners corporation is an inactive owners corporation.

7. Growth areas infrastructure contribution

There is not a work-in-kind agreement (within the meaning of Part 9B of the ***Planning and Environment Act 1987***)

8. Disclosure of non-connected services

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

	electricity supply;
	gas supply;
	water supply;
	sewerage;
X	telephone services

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

9. Evidence of title

Attached are copies of the following document/s concerning Title:

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

(b) in any other case, a copy of—
  (i) the last conveyance in the chain of title to the land; or
  (ii) any other document which gives evidence of the vendor's title to the land;

(c) if the vendor is not the registered proprietor of the land or the owner of the estate in fee simple in the land, evidence of the vendor's right or power to the sell the land;

(d) in the case of land that is subject to a subdivision—
  (i) if the plan of subdivision has not been registered, a copy of the plan of subdivision which has been certified by the relevant municipal council; or
  (ii) if the plan of subdivision has not yet been certified, a copy of the latest version of the plan;

(e) In the case of land that is part of a staged subdivision within the meaning of Section 37 of the **Subdivision Act 1988** –
  (i) If the land is in the second or a subsequent stage, a copy of the plan for the first stage; and
  (ii) Details of any requirements in a statement of compliance relating to the stage in which the land is included that have not been complied with; and
  (iii) Details of any proposals relating to subsequent stages that are known to the vendor; and
  (iv) A statement of the contents of any permit under the **Planning and Environment Act 1987** authorising the staged subdivision.

(f) In the case of land that is subject to a subdivision and in respect of which a further plan within the meaning of the **Subdivision Act 1988** is proposed -
  (i) If the later plan has not been registered, a copy of the plan which has been certified by the relevant municipal council; or
  (ii) If the later plan has not yet been certified, a copy of the latest version of the plan.

10. Due diligence checklist

(The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate agent must make a prescribed due diligence checklist available to purchasers before offering land for sale that is vacant residential land or land on which there is a residence. The due diligence checklist is NOT required to be provided with, or attached to, this vendor statement but the checklist is attached as a matter of convenience.)

The day of this Statement is the 3 **day of** October **20** 18

Signed by the Vendor..... Janet I Roberts Billett .....

JANET IRENE ROBERTS BILLETT

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

The day of this Acknowledgement is the .....day of.....20

Signed by the Purchaser.....

IMPORTANT NOTICE – ADDITIONAL DISCLOSURE REQUIREMENTS:

Where the property is to be sold subject to a Mortgage that is not to be discharged by the date of possession (or receipt of rents and profits) of the property and/or sold on Terms – the Vendor must provide an additional Statement containing the particulars specified in Schedules 1 and 2 of the Act.

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

Consumer Affairs Victoria

Due Diligence Checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

State Government Victoria

Consumer Affairs Victoria

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

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

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

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

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

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

Are any recent building or renovation works covered by insurance?
Ask the vendor if there is any owner-builder insurance or builder's warranty to cover defects in the work done to the property.

Utilities and essential services
Does the property have working connections for water, sewerage, electricity, gas, telephone and internet?
Unconnected services may not be available, or may incur a fee to connect. You may also need to choose from a range of suppliers for these services. This may be particularly important in rural areas where some services are not available.

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

State Government Victoria

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

VOLUME 09825 FOLIO 969 Security no : 124074195061X
Produced 02/10/2018 01:44 PM

LAND DESCRIPTION

Unit 2 on Strata Plan 029287M and an undivided share in the common property for the time being described on the plan.
PARENT TITLE Volume 08982 Folio 531
Created by instrument SP029287M 08/08/1988

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
JANET IRENE ROBERTS BILLETT of UNIT 9 767 MALVERN ROAD TOORAK VIC 3142
AH769857M 07/02/2011

ENCUMBRANCES, CAVEATS AND NOTICES

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 12 Strata Titles Act 1967 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE SP029287M 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: UNIT 2 34 NORTHVIEW DRIVE LEOPOLD VIC 3224

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. SP029287M

DOCUMENT END

The information supplied by Choice Conveyancing has been obtained from GlobalX by agreement between them. The information supplied has been obtained by GlobalX who is licensed by the State to provide this information via LANDATA® System

Delivered by LANDATAÂ®. Land Use Victoria timestamp 02/10/2018 15:33 Page 1 of 2
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SP 29287

CHART 12

PLAN OF STRATA SUBDIVISION 29287 M

THE PARCEL – The whole of the land described in Certificate of Title
Volume 8982 Folio 931 being part of
Crown PORTION 6 BLOCK 1
Parish of MOOLAP County of GRANT

POSTAL ADDRESS OF BUILDINGS
34 NORTHVIEW DRIVE
LEOPOLD 3224

FOR CURRENT ADDRESS FOR SERVICE OF NOTICE
SEE OWNERS CORPORATION SEARCH REPORT

REGISTERED

TIME 8:50 am DATE 28.12.88

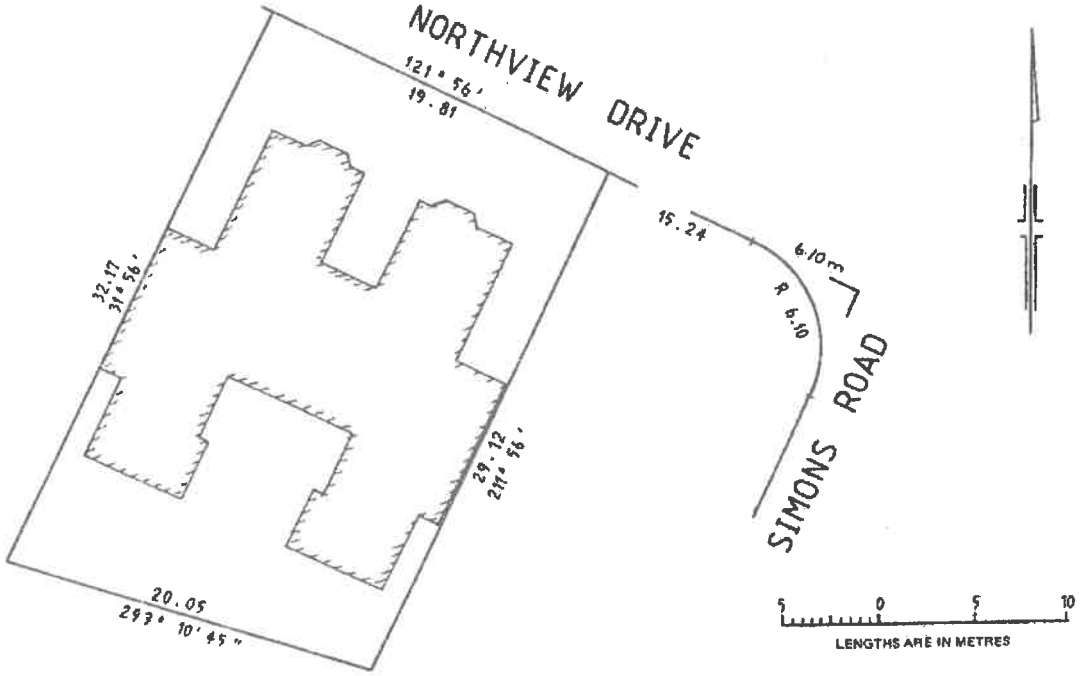


Diagram showing the external boundaries of the site and the location in relation thereto at ground level of all buildings in the parcel.

SURVEYORS CERTIFICATE

I, GRANT L. ST QUENTIN OF 138 HIGH STREET BELMONT 3216 a surveyor licensed under the Surveyors Act 1978 certify that this plan and any measurements on which it is based have been made by me or under my personal direction and supervision; that the standard of accuracy of any measurements made to determine the external boundaries of the site complies with the requirements of and under the Surveyors Act 1978; that the plan accurately represents as at the EIGHTEENTH day of DECEMBER 19 87 in the manner required by or under the Strata Titles Act 1967 and by or under the Surveyors Act 1978; and within the limitations of the scale used and the standard of accuracy required, the boundaries of the units and the location at ground level of all buildings in the parcel in relation to the external boundaries of the site; and that all units are within the parcel.

Signature ..... Date 23-12-1987

SEAL OF MUNICIPALITY AND ENDORSEMENT

Sealed pursuant to Section 6 (i), Strata Title Act

LOCAL GOVERNMENT ACT

The Council of the SHIRE OF BELLARINE hereb consents to the Subdivision of Land as shown on the Plan, in witness whereof the Seal of the Municipality was hereto affixed this 6th day of JULY 19 88 in the presence of

J. Hoages, Councillor
G. Wright, Councillor
Shire Secretary

SCHEDULE OF UNIT ENTITLEMENT AND UNIT LIABILITY

FOR CURRENT OWNERS CORPORATION DETAILS
SEE OWNERS CORPORATION SEARCH REPORT

G. L. ST QUENTIN & ASSOCIATES
138 HIGH STREET
BELMONT 3216
PH. (052) 44 2241.

SURVEYORS REF.
1377187

VICTORIA

LICENSED SURVEYOR
SHEET 1 OF 2 SHEETS

Delivered by LANDATA®. Land Use Victoria timestamp 02/10/2018 15:33 Page 2 of 2

SP 29287

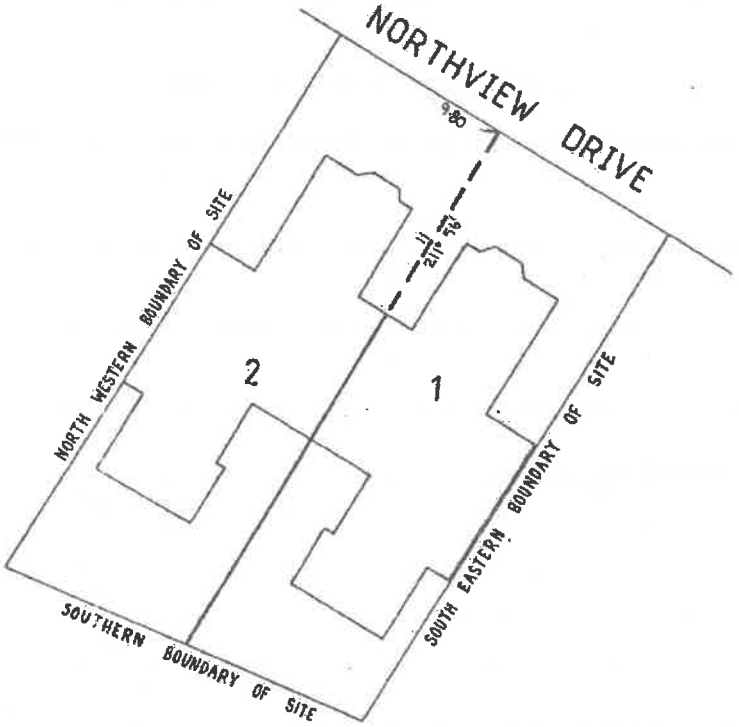
LEGEND

— THE BUILDING IN THE PARCEL A PART OF WHICH IS CONTAINED IN EACH OF UNITS 1 AND 2 IS A SINGLE STOREY BUILDING.

— THE LOWER BOUNDARY OF EACH OF THESE UNITS IS TWO METRES BELOW THAT PART OF THE SITE WHICH LIES WITHIN THE VERTICAL OR NEAR VERTICAL BOUNDARIES OF THE RELEVANT UNIT AS SHOWN ON THE DIAGRAM BELOW. THE UPPER BOUNDARY OF EACH OF THESE UNITS IS TEN METRES ABOVE THAT PART OF THE SITE.

— NO UNIT ON THIS PLAN IS AN ACCESSORY UNIT.

— THE COMMON PROPERTY IS ALL THE LAND IN THE PARCEL EXCEPT THE LAND IN UNITS 1 AND 2.



5 0 5 10
LENGTHS ARE IN METRES

C. L. ST QUENTIN & ASSOC. 138 HIGH STREET BELMONT 3216 PH. (052) 44 2241	SURVEYORS REF. 1377 / 87	VICTORIA LICENSED SURVEYOR SHEET 2 OF 2 SHEETS

PLAN OF STRATA SUBDIVISION — CONTINUATION SHEET

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 02/10/2018 03:33:50 PM

OWNERS CORPORATION
PLAN NO. SP029287M

The land in SP029287M is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property, Units 1, 2.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
34 NORTHVIEW DRIVE LEOPOLD VIC 3224

SP029287M 08/08/1988

Owners Corporation Manager:
NIL

Rules:
Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

Owners Corporation Rules:
NIL

Additional Owners Corporation Information:
NIL

Notations:
NIL

Entitlement and Liability:
NOTE - Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property	0	0
Unit 1	50	50
Unit 2	50	50
Total	**100.00**	**100.00**

From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan, Instrument or Folio is to be read as a reference to an Owners Corporation.

Statement End.

Land .vic.gov.au

Property Report from www.land.vic.gov.au on 02 October 2018 04:34 PM

Address: UNIT 2/34 NORTHVIEW DRIVE LEOPOLD 3224
Lot and Plan Number: Lot 2 SP29287
Standard Parcel Identifier (SPI): 2\SP29287
Local Government (Council): GREATER GEELONG **Council Property Number:** 268009
Directory Reference: Melway 468 G1

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

State Electorates

Legislative Council: WESTERN VICTORIA
Legislative Assembly: BELLARINE

Utilities

Rural Water Corporation: Southern Rural Water
Urban Water Corporation: Barwon Water
Melbourne Water: outside drainage boundary
Power Distributor: POWERCOR (Information about choosing an electricity retailer)

Planning Zone Summary

Planning Zone: GENERAL RESIDENTIAL ZONE (GRZ)
GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)
Planning Overlay: DESIGN AND DEVELOPMENT OVERLAY (DDO)
DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 14 (DDO14)

Planning scheme data last updated on 26 September 2018.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State, local, particular and general provisions of the local planning scheme that may affect the use of 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 & Environment Act 1987. It does not include information about exhibited planning scheme amendments, or zonings that may abut 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

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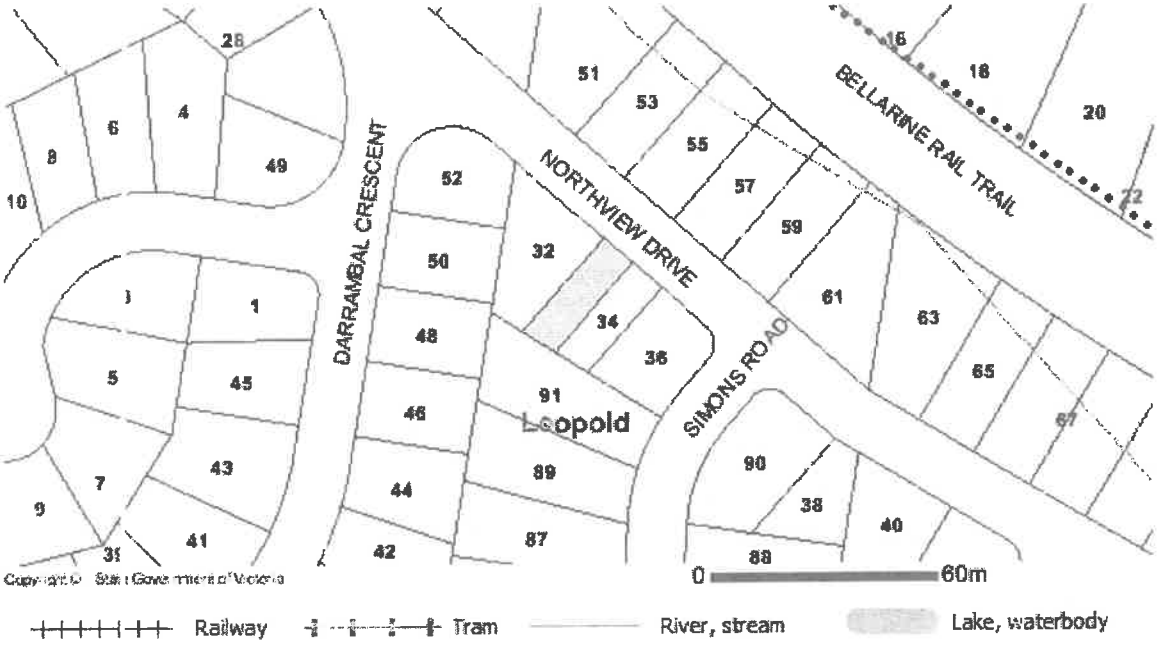
Area Map



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Department of Environment, Land, Water and Planning

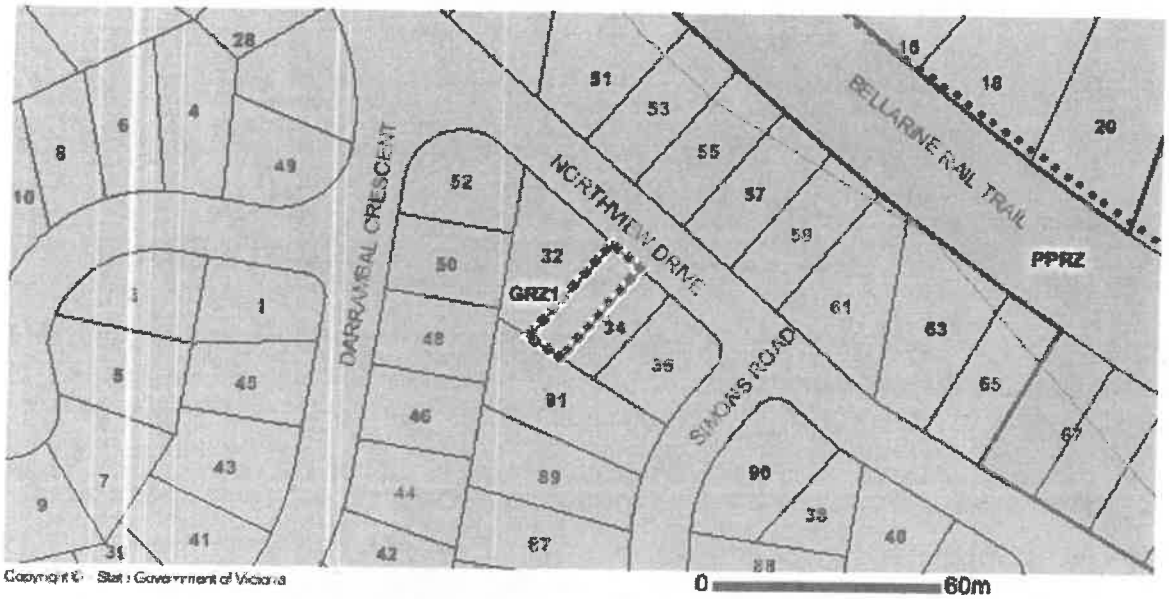
Planning Property Report

from www.planning.vic.gov.au on 02 October 2018 04:35 PM

Address: UNIT 2/34 NORTHVIEW DRIVE LEOPOLD 3224
Lot and Plan Number: Lot 2 SP29287
Local Government (Council): GREATER GEELONG **Council Property Number:** 268009
Directory Reference: Melway 468 G1

Planning Zone

GENERAL RESIDENTIAL ZONE (GRZ)
GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)



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

Zones Legend

- ACZ - Activity Centre
- B1Z - Commercial 1
- B2Z - Commercial 1
- B3Z - Commercial 2
- B4Z - Commercial 2
- B5Z - Commercial 1
- C1Z - Commercial 1
- C2Z - Commercial 2
- CA - Commonwealth Land
- CCZ - Capital City
- CDZ - Comprehensive Development
- DZ - Dockland
- ERZ - Environmental Rural
- FZ - Farming
- GRZ - General Residential
- GWAZ - Green Wedge A
- GWZ - Green Wedge
- IN1Z - Industrial 1
- IN2Z - Industrial 2
- IN3Z - Industrial 3
- LDRZ - Low Density Residential
- MUZ - Mixed Use
- NRZ - Neighbourhood Residential
- PCRZ - Public Conservation & Resource
- PDZ - Priority Development
- PPRZ - Public Park & Recreation
- PUZ1 - Public Use - Service & Utility
- PUZ2 - Public Use - Education
- PUZ3 - Public Use - Health Community
- PUZ4 - Public Use - Transport
- PUZ5 - Public Use - Cemetery/Crematorium
- PUZ6 - Public Use - Local Government
- PUZ7 - Public Use - Other Public Use
- PZ - Port
- R1Z - General Residential
- R2Z - General Residential
- R3Z - General Residential
- RAZ - Rural Activity
- RCZ - Rural Conservation
- RDZ1 - Road - Category 1
- RDZ2 - Road - Category 2
- RGZ - Residential Growth
- RLZ - Rural Living
- RUZ - Rural
- SUZ - Special Use
- TZ - Township
- UFZ - Urban Floodway
- UGZ - Urban Growth
- Urban Growth Boundary

Railway · Tram · River, stream · Lake, waterbody

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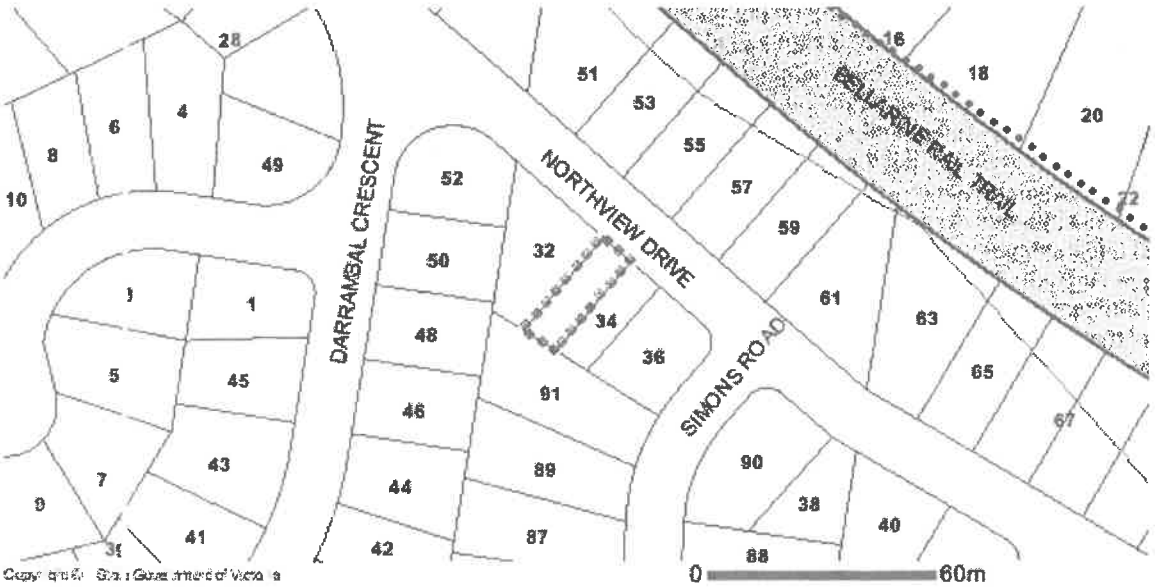
Planning Overlay

DESIGN AND DEVELOPMENT OVERLAY (DDO)
DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 14 (DDO14)

OTHER OVERLAYS
Other overlays in the vicinity not directly affecting this land
HERITAGE OVERLAY (HO)



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Planning Overlays Legend

Overlays Legend

- AEO - Airport Environs
- BMO - Bushfire Management
- CLPO - City Link Project
- DCPO - Development Contributions Plan
- DDO - Design & Development
- DDOPT - Design & Development Part
- DPO - Development Plan
- EAO - Environmental Audit
- EMO - Erosion Management
- ESO - Environmental Significance
- FO - Floodway
- HO - Heritage
- ICPO - Infrastructure Contributions Plan
- IPO - Incorporated Plan
- LSIO - Land Subject to Inundation
- MAEO1 - Melbourne Airport Environs 1
- MAEO2 - Melbourne Airport Environs 2
- NCO - Neighbourhood Character
- PO - Parking
- PAO - Public Acquisition
- RO - Restructure
- RCO - Road Closure
- SBO - Special Building
- SLO - Significant Landscape
- SMO - Salinity Management
- SRO - State Resource
- VPO - Vegetation Protection

Railway | Tram | River, stream | Lake, waterbody

Note: due to overlaps some colours on the maps may not match those in the legend.

Further Planning Information

Planning scheme data last updated on 26 September 2018.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State, local, particular and general provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting Planning Schemes Online

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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

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Department of Environment, Land, Water and Planning

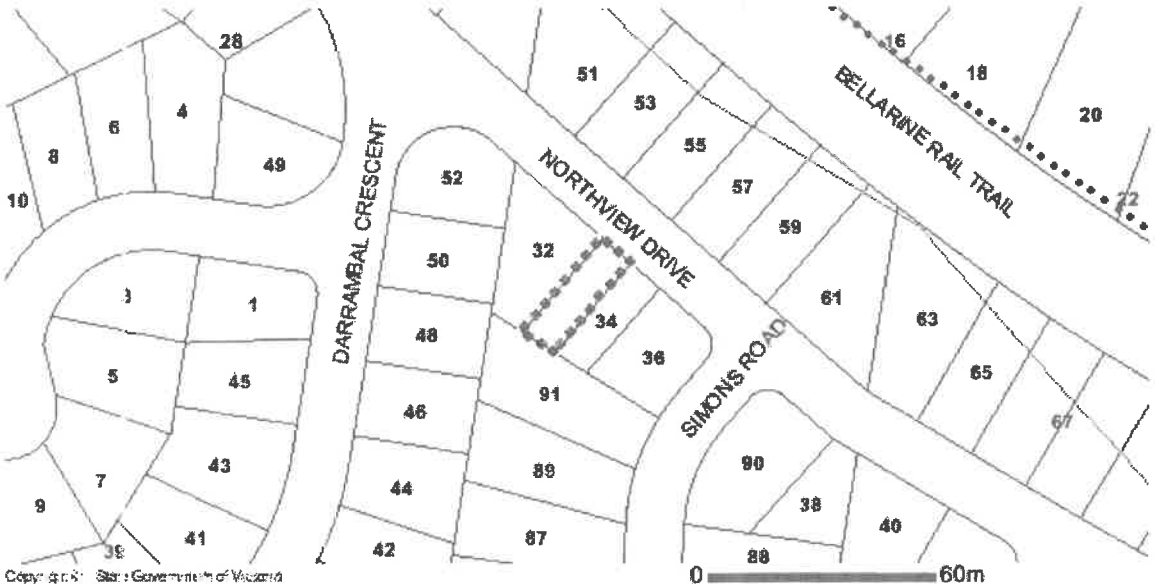
Designated Bushfire Prone Areas

from www.planning.vic.gov.au on 02 October 2018 04:35 PM

Address: UNIT 2/34 NORTHVIEW DRIVE LEOPOLD 3224
Lot and Plan Number: Lot 2 SP29287
Local Government (Council): GREATER GEELONG **Council Property Number:** 268009
Directory Reference: Melway 468 G1

This property is not in a designated bushfire prone area.
No special bushfire construction requirements apply. Planning provisions may apply.

Designated Bushfire Prone Area Map



Bushfire Prone Area Legend

Bushfire Prone Area | Selected Land | Railway | Tram | River, stream | Lake, waterbody

Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011, as amended by gazette notices on 25 October 2012, 8 August 2013, 30 December 2013, 3 June 2014, 22 October 2014, 29 August 2015, 21 April 2016, 18 October 2016, 2 June 2017, 6 November 2017 and 16 May 2018.

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 via the Bushfire Prone Areas Map Service at http://services.land.vic.gov.au/maps/bushfire.jsp 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 in the Building Commission section of the Victorian Building Authority website www.vba.vic.gov.au

Copies of the Building Act and Building Regulations are available from www.legislation.vic.gov.au

For Planning Scheme Provisions in bushfire areas visit Planning Schemes Online

For Planning Scheme Provisions for this property return to the GetReports list and select the Planning Property Report.

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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 32(2)(dc) of the Sale of Land 1962 (Vic).

ND CHARGES NOTICE

CITY OF GREATER GEELONG

All items are GST free.

023-3220 (46340)

J I Billett
C/- Cuthbertson Bros Pty Ltd
1A/368 Latrobe Terrace
NEWTOWN VIC 3220

ONE PAYMENT IN FULL — **$1,114.20** Due by 15 February 2019

or pay by instalment

To become an instalment payer you must pay your first instalment in full by 30 September 2018, otherwise your balance will be due on 15 February 2019.

FIRST INSTALMENT	**$278.55** Due by 30 September 2018
SECOND INSTALMENT	**$278.55** Due by 30 November 2018
THIRD INSTALMENT	**$278.55** Due by 28 February 2019
FOURTH INSTALMENT	**$278.55** Due by 31 May 2019

RATE NO. **63995**

ROPERTY 2/34 Northview Drive, LEOPOLD VIC 3224
Lot 2 SP 29287

AVPCC 120 - Single Unit/Villa Unit/Townhouse

.UATIONS	Site: land only	$105,000
	Capital improved: land + building + improvements	$240,000
	Net annual:	$12,000
ATES AND CHARGES	Residential Rates 0.002385 x $240,000	$572.40
	*Waste Management	$316.90
	Municipal Charge	$102.00
	Sub Total	**$991.30**
FIRE SERVICES ROPERTY LEVY	Category: Residential	
	Residential Variable 0.000058 x $240,000	$13.90
	Residential Fixed	$109.00
	Sub Total	**$122.90**
Total		**$1,114.20**

Turn over for payment options.

Rating Period	1 July 2018 to 30 June 2019
Declared	1 July 2018
Valuation Level	1 January 2018
Operative	1 July 2018
Issue Date	31 August 2018

Please be aware transactions after 29 August 2018 may not be included in this notice.

*The Waste Management Charge includes an Environment Protection Agency Levy estimated at $34.75

RECEIVE YOUR NOTICE ELECTRONICALLY

View your rates notice instantly and choose

Barwon Region Water Corporation
ABN 86 348 316 514

Tax Invoice/Statement

Date of Issue
27 August 2018

1300 656 007
www.barwonwater.vic.gov.au

Barwon Water

Account number
63031939 17119556

184047-001 000003(5) 0023 H1
JI ROBERTS BILLETT
UNIT 3/109 Power St
WILLIAMSTOWN, VIC 3016

Payment due
26 September 2018

Total amount due
$ 231.77

Your account summary

Service Address: UNIT 2/34 NORTHVIEW DR LEOPOLD 3224

Previous balance	$241.05	DR
Payments/adjustments	$241.05	CR
Your balance	$0.00	
New charges	$231.77	DR
Total	$231.77	DR

Your average daily use in litres per day

TARGET YOUR WATER USE

Target Your Water Use provides useful information to regional Victorians on how to be more water efficient within their homes and how to use water more wisely.

For more information, visit
targetyourwateruse.vic.gov.au

If you have a Centrelink Pension or Health Care Card, or Department of Veterans Affairs Gold Card, you may be eligible for a discount. Contact us for details.

stream2-Printland/Ail

Installation Type: Residential Unit

Bill Details as at 27 AUG 2018		Value	GST	Price
WATER SERVICE CHARGE	1 JUL 2018 to 30 SEP 2018	38.64	0.00	38.64
SEWERAGE SERVICE CHARGE	1 JUL 2018 to 30 SEP 2018	140.89	0.00	140.89
WATER VOLUME	9.672 kL at $2.2591			
	15.628 kL at $1.9198	52.24	0.00	52.24
Total		**$ 231.77**	**$ 0.00**	**$ 231.77**
Balance brought forward				0.00
	Please pay			**$ 231.77**

Reading Details

Meter No.	Current Read Date	Current Reading (kL)	Previous Read Date	Previous Reading (kL)	Consumption (kL)
0435910	23AUG18	01925	28MAY18	01874	51

PLEASE NOTE: Your property is provided water via a shared service and recorded through a single meter. Meter details are for the total consumption, with your share being 50.00%.

Need help paying your bill?
Contact us to set up a payment plan and talk about grants, rebates and concessions.

Residential Tenants and Landlords
Tenants with separate meters pay water volume charges only.

Moving house?
Please let us know at least 2 days before you move in or out so we can arrange a meter reading and update your details.

Communication assistance
Hearing or speech impaired? Contact us via the National Relay Service on 13 36 77.
We provide a free interpreter service. Contact the Translation and Interpreter Service on 13 14 50.

Servizio Interpreti | Služba za usluge tumačenja | Услуге тумача
Dolmetschdienst | Служба за преведување | 传译服务

Contact Us

1300 656 007
Email info@barwonwater.vic.gov.au
General enquiries, billing and payment options
Mon - Fri, 9.00am - 5.00pm
Emergencies and faults
24 hours, 7 days

Statement No 7113975457

Payment Options

Direct Debit
To arrange a direct debit, please call or visit our website.

Biller Code: 585234
Ref: 6303 1939 1711 9556 3
Contact your financial institution to pay from your cheque, savings or credit account.

Centrelink
Centrelink recipients can arrange automatic payments through Centrepay.
Contact us for details.

By Cheque
Post the payment slip with your cheque payable to Barwon Water to:
PO Box 14206, Melbourne City MC VIC 8001. Please do not use staples or pins.

Billpay Code: 0803
Ref: 6303 1939 1711 9556 3
- In person at any post office
- Online at www.postbillpay.com.au
- Call 13 18 16 for credit card payments

Account number
63031939 17119556

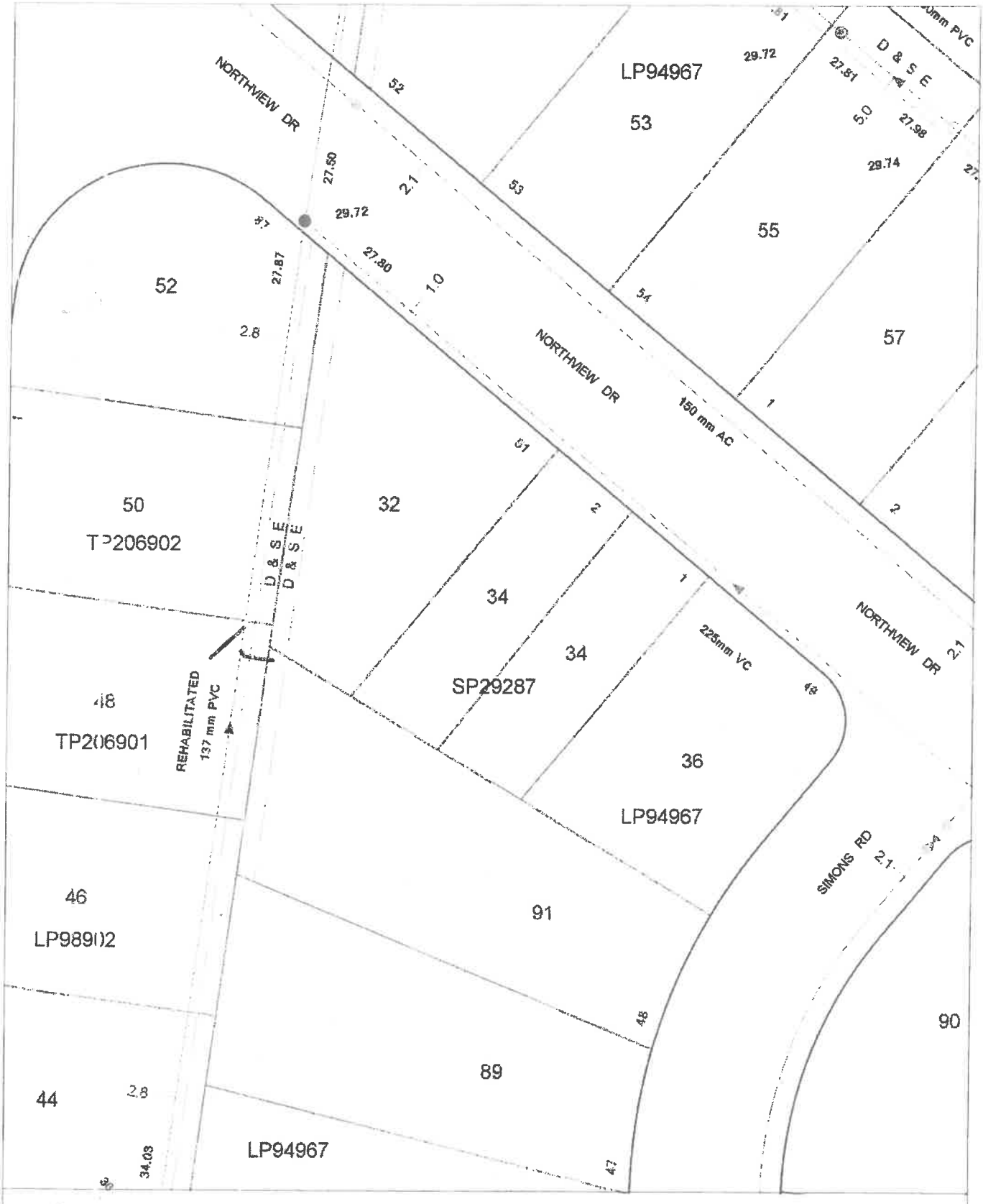
Payment due
26 September 2018
Total amount due
$ 231.77

Statement No 7113975457

POST billpay

*803 63031939171195563 $231.77 9

+0(000063031939> +002579+ <0171195563> <0000023177> +444+



Barwon Water

2/34 Northview Drive, LEOPOLD

LEGEND
GRAVITY SEWER
PRESSURE SEWER
POTABLE WATER
RECYCLED WATER

WARNINGS
INDICATES THE PRESENCE OF A HAZARDOUS ZONE.
FOLLOW OH&S GUIDELINES
BARWON WATER OH&S ALERT

Cracked AC Pipe
Asbestos In Wrapping
Benzene Detected
LEL Detected
Contaminated Ground

N

Scale 1:500 Created :2/10/2018

DISCLAIMER Barwon Water does not provide any warranty, express or implied, as to the accuracy, completeness, currency or reliability of plans provided. Furthermore, Barwon Water does not provide a warranty that the scale of the plans is accurate, or that they are suitable for a specific purpose. These plans are intended for general information only. Barwon Water is not responsible and does not accept liability for any loss, expense or damage (direct or indirect) which has arisen from reliance on any plans provided by Barwon Water. It is the responsibility of users of the plans to ensure the accuracy of the plans by independent means and to take care when undertaking works that have the potential to damage Barwon Water assets.