

**Bryan Yew Ken Wan**  
(the “Vendor”)

to

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(the “Purchaser”)

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**CONTRACT OF SALE OF REAL ESTATE**

**1/9 Poulson Street, Carrum VIC**

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**Oakley Thompson & Co.**

Solicitors • Consultants • Established 1881

Incorporating Prompt Legal Services

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## **GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND**

1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.
2. The auctioneer may refuse any bid.
3. The auctioneer may determine the amount by which the bidding is to be advanced.
4. The auctioneer may withdraw the property from sale at any time.
5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.
6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.
8. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

# CONTRACT OF SALE OF LAND

**Property Address: 1/9 Poulson Street, Carrum VIC**

## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

**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 a publicly advertised auction or on the day on which the auction was held; or
- you bought the land within 3 clear business days before a publicly advertised auction was to be held; or
- you bought the land within 3 clear business days after a publicly advertised auction was held; 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), Sale of Land Act 1962)

You may negotiate with the vendor about the amount of the deposit moneys payable under the contract of sale, up to 10 per cent 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.

# Contract of Sale of Land

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

in that order of priority.

## SIGNING OF THIS CONTRACT

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

Purchasers should ensure that they have received a section 32 statement from the vendor before signing this contract, "section 32 statement" means the statement required to be given by a vendor under section 32 of the *Sale of Land Act* 1962.

The authority of a person signing:

- under power of attorney; or
- as director of a corporation; or
- as 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 / / 2025

Print name of  
person signing: .....

State nature of authority  
if applicable (eg. director,  
attorney under power of attorney):

Print name of  
person signing: .....

State nature of authority  
if applicable (eg. director,  
attorney under power of attorney):

This offer will lapse unless accepted within [ ] clear business days (3 clear business days if none specified)  
In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

**SIGNED BY THE VENDOR**

on / / 2025

Bryan Yew Ken Wan

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

# PARTICULARS OF SALE

## VENDOR'S ESTATE AGENT

Name: OBrien Chelsea & Seaford  
Address: 463 Nepean Highway, Chelsea VIC 3196  
Email: jo.barclay@obrienrealestate.com.au  
Phone: \_\_\_\_\_ Mob: \_\_\_\_\_ Fax: \_\_\_\_\_ Agent: \_\_\_\_\_

## VENDOR

Name: BRYAN YEW KEN WAN  
Address: 1/9 Poulson Street, Carrum VIC  
Email: \_\_\_\_\_

## VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Name: Oakley Thompson & Co  
Address: Level 1, Suite 4, 326 Keilor Road, Niddrie Vic 3042  
Email: k.hynes@oakleythompson.com  
Phone: (61 3) 9379 0877 Mob: \_\_\_\_\_ Fax: \_\_\_\_\_ Ref: KH: 25/31072

## PURCHASER

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_

## PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone: \_\_\_\_\_ Mob: \_\_\_\_\_ Fax: \_\_\_\_\_ Ref: \_\_\_\_\_

## LAND (general conditions 3 and 9)

The land is:

|                                |           |         |
|--------------------------------|-----------|---------|
| Certificate of Title Reference | being lot | on plan |
| Volume 10039                   | Folio 887 | Lot 1   |
|                                |           | 307504  |

If no title or plan reference are recorded in the table, the land is as described in the section 32 statement or the register search statement and the document referred to as the diagram location in the register search statement attached to the section 32 statement.

The land includes all improvements and fixtures.

## PROPERTY ADDRESS

The address of the land is: 1/9 Poulson Street, Carrum VIC

## GOODS SOLD WITH THE LAND (general condition 6.3(f)) (list or attach schedule)

All fixed floor coverings, electric light fittings, window furnishings

## PAYMENT

Price \$ \_\_\_\_\_  
Deposit \$ \_\_\_\_\_ by / / (of which \$ \_\_\_\_\_ has been paid)  
Balance \$ \_\_\_\_\_ payable at settlement

## DEPOSIT BOND

☐ General condition 15 applies only if the box is checked

## BANK GUARANTEE

☐ General condition 16 applies only if the box is checked

## GST (general condition 19)

Subject to general condition 19.2, the price includes GST (if any), unless the next box is checked

☐ GST (if any) must be paid in addition to the price if the box is checked

☐ This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked

☐ This sale is a sale of a 'going concern' if the box is checked

☐ The margin scheme will be used to calculate GST if the box is checked

## SETTLEMENT (general condition 17 & 26.2)

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; and
- 14<sup>th</sup> day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

## LEASE (general condition 5.1)

☐ At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to\*:

(\*only one of the boxes below should be checked after carefully reading any applicable lease or tenancy document)

☐ a lease for a term ending on \_\_\_\_\_ with \_\_\_\_\_ options to renew, each of 1 years

OR

☐ a residential tenancy for a fixed term ending on 5 December 2025

OR

☐ a periodic tenancy determinable by notice

## TERMS CONTRACT (general condition 30)

☐ This contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962* if the box is checked. (Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions)

## LOAN (general condition 20)

☐ This contract is subject to a loan being approved and the following details apply if the box is checked:

(or another lender chosen by the purchaser)

Lender: \_\_\_\_\_

Loan Amount: no more than \$ \_\_\_\_\_

Approval Date: / /

## BUILDING REPORT

☐ General condition 21 applies only if the box is checked

## PEST REPORT

☐ General condition 22 applies only if the box is checked

## GST WITHHOLDING NOTICE

Purchaser must make a GST Withholding Payment: ☒ No ☐ Yes

(if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice within 14 days of the contract date.

The purchaser is not required to withhold an amount for GST to pay to the Commissioner of Taxation pursuant to section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth).

### **GST Withholding Payment Details**

~~Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the vendor is part of a GST group or a participant in a GST joint venture.~~

~~Supplier's Name:~~

~~Supplier's ABN:~~

~~Supplier's Business Address:~~

~~Supplier's Email Address:~~

~~Supplier's Phone Number:~~

~~Supplier's proportion of the GST Withholding Payment:~~

~~If more than one supplier, provide the above details for each supplier.~~

~~Amount purchaser must pay — price multiplied by the GST withholding rate: \$~~

~~Amount must be paid: ☐ at completion ☐ at another time (specify):~~

~~Is any of the consideration not expressed as an amount in money? ☐ No ☐ Yes~~

~~If "yes", the GST inclusive market value of the non-monetary consideration: \$~~

~~Other details (including those required by regulation or the ATO forms):~~

# SPECIAL CONDITIONS

## 1. DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

In this Contract unless the context indicates a contrary intention:

- (a) **"Business Day"** means any day on which all banks are open for business generally in Melbourne;
- (b) **"contaminant"** means a solid, liquid gas, odour, heat, sound, vibration, radiation or substance (including asbestos) which makes or may make the land or the surrounding environment:
  - (i) noxious or poisonous or offensive to the senses of human beings;
  - (ii) harmful or potentially harmful to the health, welfare or safety of human beings;
  - (iii) poisonous, harmful or potentially harmful to animals, birds, wildlife, fish, other aquatic life, plants or vegetation;
  - (iv) otherwise environmentally degraded; or
  - (v) does not comply with any Environmental Law,
- (c) **"Council"** means the council of the municipality within which the property is situated;
- (d) **"Dollar"** and **"\$"** means the lawful currency of Australia;
- (e) **"Environment"** includes all aspects of the surroundings of human beings including:
  - (i) the physical characteristics of those surroundings, such as the land, the waters and the atmosphere;
  - (ii) the biological characteristics at those surroundings, such as the animals, plants and other forms of life; and
  - (iii) the aesthetic characteristics of those surroundings, such as their appearance sounds, smells, tastes and textures,
- (f) **"Environmental Law"** means a law (whether past, present or future) of any government agency (including statutes, orders, awards and decrees) regulating or otherwise relating to the Environment including, but not limited to, any relating to land use, planning, heritage, coastal protection, water catchments, solid waste, use of dangerous goods and hazardous substances, hazardous waste, waste water discharges, water quality, drinking water, groundwater, air emissions, air quality, hazardous substances (including , but not limited to, the lease, storage, discharge, disposal. arranging for disposal or reporting hazardous substances) contaminated land, building regulations, public and occupational health and safety, noxious trades or any other aspects of protection of the environment or persons or property;
- (g) **"GC"** means General Conditions;
- (h) **"PPSR Act"** means the *Personal Property Securities Act 2009* (Cth);
- (i) **"SL Act"** means the *Sale of Land Act 1962* (Vic);
- (j) **"Takeovers Act"** means the *Foreign Acquisition & Takeovers Act 1975* (Cth);
- (k) **"writing"** includes typewriting, printing, lithography, photography and other modes of representing or reproducing words in a tangible and permanently visible form and includes a facsimile transmission and **"written"** has a corresponding meaning;

## 1.2 Interpretation

In this Contract unless the context indicates a contrary intention:

- (a) words importing the singular include the plural (and vice versa) and words denoting a given gender shall include all other genders;
- (b) where a word or phrase is defined, other parts of speech and other grammatical forms of that word or phrase have corresponding meanings;
- (c) a reference to a person, individual, corporation, trust, partnership, joint venture, statutory or other authority, association (incorporated or unincorporated), state or government includes any of the foregoing;
- (d) a reference to a party to this Contract or another agreement, instrument or document includes the party's successors, permitted substitutes and assigns, including any person taking by way of permitted novation (and where applicable, the party's legal personal representatives);
- (e) where a party comprises two or more persons, any covenant, agreement, warranty, undertaking or indemnity or other obligation given by or to be performed or observed by that party, binds every two or more of them jointly, and each of them severally; and a reference to that party shall be deemed to include a reference to any one or more of those persons;
- (f) where any covenant, agreement, warranty, undertaking or indemnity or other obligation is given by or to be performed or observed by two or more parties to this Contract jointly, the same shall be construed to refer to and bind every two or more of such parties jointly, and each of them severally;
- (g) a reference to any legislation or a provision thereof or schedule thereto includes any statutory modification or re-enactment or any legislative provision substituted therefore and all ordinances, by-laws, regulations and other statutory instruments issued thereunder;
- (h) a reference to a recital, clause, sub-clause, annexure or schedule is a reference to a recital, clause, sub-clause, annexure or schedule of this Contract;
- (i) any marginal notes or headings are included for convenience only and do not affect the interpretation of this Contract; and
- (j) a recital, schedule or annexure forms part of this Contract.

## 1.3 Weekends and Holidays

Where a day is appointed or specified by this Contract as the day on or by which any moneys are to be payable or any act, matter or thing is to be done is not a Business Day, the day so appointed or specified shall be deemed to be the next Business Day.

## 1.4 Amendments to General Conditions

The GC are amended as follows:

- (a) GC2 is amended to read as follows: "Any signatory for a proprietary limited company purchaser or trust 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 or a trust.";
- (b) GC3 is deleted and replaced with the following:

"If the Purchaser is a company other than a public company or if the Purchaser nominates a substitute purchaser which is a company other than a public company, the Purchaser must procure the execution of the guarantee by:

3.1 each of its directors; or

3.2 a listed company of which the Purchaser is a subsidiary,

at the purchaser's expense and deliver it to the vendor together with the executed Contract.”;

- (c) GC4 is amended by adding the following at the end of the condition:

“ If the purchaser wishes to exercise its right hereunder to nominate an additional or substitute purchaser, it must deliver, at least 10 Business Days before the Settlement Date, to the vendor's legal representative the following:

- 4.1 a nomination form executed by the nominee and the Purchaser;
- 4.2 if the nominee is a corporation to which general condition 3 applies, a guarantee and indemnity which complies with the requirements of general condition 3 but includes changes necessary by reason of the nomination;
- 4.3 a written acknowledgement from the guarantors that the nomination of the nominee does not vitiate the guarantors' obligations; and
- 4.4 a statement signed by the Purchaser and the nominee that the nominee is not obliged by the Takeovers Act to furnish notice to the Treasurer of its intention to acquire an interest in the property,

and pay the vendor's legal cost associated with the nomination fixed at \$385.00 inclusive of GST at settlement.”;

- (d) GC6.1, GC6.6 and GC6.7 are deleted;

- (e) GC7 is amended by including a new paragraph 7(c) as follows:

“7(c) Where the purchaser is deemed by section 27(7) of the *SL Act* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.”;

- (f) GC9 is amended to read “The vendor must obtain any consent or approval required by the vendor as a condition of the vendor selling the property. The contract will be at an end and all money must be refunded to the purchaser if any necessary consent or approval if not obtained by settlement”;

- (g) GC10.1 is amended by inserting the following sentences at the end of the General Condition: “The purchaser will be deemed to have defaulted in payment of the balance of the price if the transfer of land document is not delivered as required by this general condition. The default will be deemed to commence on the settlement date and terminate 7 days after the date on which the vendor receives the transfer of land document.”;

- (h) GC11 is deleted and replaced with the following:

“11. Release of security interest

11.1 This general condition applies if any part of the property is subject to a Security Interest registered under the *PPSR Act*. Words and phrases used in general condition 11 which are defined in the *PPSR Act* have the same meaning in general condition 11.

11.2 If a Security Interest in respect to any part of the property is registered in the Personal Property Securities Register, the vendor must ensure that at or before settlement, the purchaser receives a release from the secured party releasing the property that is subject to the security interest.

11.3 The vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property that is required by the *PPSR Act* to be described in a registration by a serial number and is not described by serial number in the Personal Property Securities Register.

11.4 If the purchaser receives a release under general condition 11.2, the purchaser must provide the vendor with a copy of the release at or soon as practicable after settlement.

11.5 The purchaser must not grant a Security Interest over any part of the property prior to the Settlement Date. The purchaser must indemnify and hold harmless the vendor against all claims, damages or loss incurred by the vendor as a consequence of the purchaser granting a Security Interest over any part of the property in breach of this condition.

11.6 If the land is sold subject to a lease and the vendor has registered a security interest over any part of the property being sold or the tenant's property, the vendor must transfer the security interest to the purchaser on the settlement date and execute all documents necessary to facilitate registration of the transfer of the security interest.”;

(i) GC14.1(c) is deleted;

(j) GC19 is amended by including a new paragraph 19.7(c) as follows:

“19.7(c) Unless the price includes GST, the reference to **the price** in this GC19 refers to the price plus any GST payable on the price.”;

(k) GC15 is deleted;

(l) GC16 is deleted;

(m) GC20 is deleted;

(n) GC21 is deleted;

(o) GC22 is deleted;

(p) The second sentence of GC28.3 is amended to read; “The Purchaser may enter the property on reasonable times and following prior written notice to the Vendor to comply with that responsibility where action is required before settlement. The Purchaser must use its reasonable endeavours not to disrupt the use and occupation of the property by the Vendor and indemnifies the Vendor for any loss or damage suffered by the Vendor as a consequence of the purchaser exercising its right under this general condition.”;

(q) GC31.4 to 31.6 (inclusive) are deleted; and

(r) GC33 is amended by replacing "2%" with "6%".

## **2. PURCHASER’S ACKNOWLEDGEMENTS AND WARRANTIES**

### **2.1 Vendor’s Statement**

The Purchaser acknowledges that prior to the execution of this Contract it received a statement in writing in accordance with the requirements of Section 32 of the *SL Act*.

### **2.2 Vendor’s Agent**

The Purchaser acknowledges that no information, representation or warranty of the Vendor or the Vendor’s agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser and that no information, representation or warranty has in fact been so relied upon and that this Contract is the sole and full repository of the agreement between the Vendor and the Vendor’s agent on the one hand and the Purchaser on the other hand.

### **2.3 FIRB Warranty**

The Purchaser:

(a) warrants to the Vendor, as an essential term of this contract, that the acquisition of the property by the Purchaser does not fall within the scope of the Takeovers Act and is not examinable by FIRB; and

(b) agrees that if the warranty in special condition 2.3(a) is breached, the Purchaser will indemnify the Vendor against any penalties, fines, legal costs, claims, losses or damages which the Vendor suffers as a direct or indirect result of a breach of that warranty.

## 2.4 **Property Condition**

The Purchaser acknowledges that:

- (a) it purchases the Property "as is" in its present condition; and
- (b) assumes all risk of loss, damage, liability or injury to any person, corporation or property resulting in any way from the condition of the Property or the existence or previous existence of any fixtures, fittings or installation in, to or on the improvements or in, on or under the Property.

## 2.5 **Environmental Matters**

The Purchaser:

- (a) acknowledges that it has made or has had the opportunity to make, its own enquiries and investigations regarding the land, the presence of contaminants on or emanating from the land or any adjoining, the existence or previous existence of any underground storage tank or tanks and the current condition of the land;
- (b) acknowledges that it assumes all risk of loss, damage, liability or injury to any person, corporation or property resulting in any way from use of the land or existence or previous existence of any underground storage tank or tanks (including without limitation, leakage or spillage of oil or other products) or the presence of any contaminant which may be in or on the improvements or any fixtures, fittings or installation in, to or on the improvements or in on or under the land, whether disclosed or undisclosed;
- (c) releases and discharges the Vendor and its successors, assigns, employees and agents from and against all claims, suits, demands and actions of every description whatsoever and whenever occurring which the Purchaser has, may have, or which may accrue in the future or which, but for the execution of this contract, the Purchaser would or might have had against the Vendor as a result of the presence of any contaminant in, on or under the land and from and against all claims for costs and expenses in respect of such claims, suits, demands and actions; and
- (d) indemnifies and holds harmless the Vendor and its successors, assigns, employees and agents from and against all loss, damage, liability, claims, suits, demands, financial penalties and actions of every description whatsoever and whenever occurring resulting or arising from the presence of any contaminant in, on or under the land (including without limitation, any costs or expenses incurred in relation to any notice, direction or order issued or made under any Environmental Law and from and against all claims for costs and expenses in respect of such loss, damage, liability, claims, suits, demands and actions whether disclosed or undisclosed).

## 2.6 **No Objection or Requisition**

The Purchaser may not make any requisitions, or objections or claim any compensation from the Vendor in respect of the condition of the Property or any contaminant thereto.

## 3. **TOWN PLANNING AND OTHER RESTRICTIONS**

### 3.1 **Planning Schemes**

The Purchaser buys the property subject to any restrictions imposed by and to the provisions of the Council Planning Scheme, and any other Town Planning Acts or Schemes. The Vendor does not warrant the property may be used for any particular purpose. The Purchaser buys the property subject to:

- (a) any act or regulation by law or local law affecting the land;
- (b) any restriction or condition imposed on the land or its use, or its use by or with the authority of any government, semi-governmental or judicial entity or authority;
- (c) any easements or rights vested in or planned by any statutory authority;
- (d) the restrictions contained in the applicable planning scheme; and

- (e) any legal requirements which must be satisfied prior to making use of the land for its intended purpose,

and the Purchaser has satisfied itself as to the suitability of the land for its intended purpose.

### **3.2 Planning Permits**

Without limiting the operation of Special Condition 3.1, the Purchaser hereby buys the property subject to all the planning permits disclosed in the Vendor's statement. The Vendor makes no warranties or representations about:

- (a) the nature, force effect or validity of any planning permit;
- (b) whether or not the existing use of the property complies with any planning permit; or
- (c) whether or not the conditions of any planning permit have been breached.

### **3.3 No Objection or Requisition**

The Purchaser may not make any requisitions, or objections or claim any compensation from the Vendor in respect of the planning permits any matter disclosed in the planning permits or any alleged non-compliance with the planning permits.

## **4. Extension of Settlement**

Without limiting any other rights of the Vendor, if the Purchaser requests an extension to the Due Date, the purchaser must pay to the Vendor's Solicitors an amount of \$330 inclusive of GST representing the Vendor's additional legal costs and disbursements.

# GENERAL CONDITIONS

## Contract signing

### 1. ELECTRONIC SIGNATURE

- 1.1 In this general condition "electronic signature" means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.
- 1.2 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.
- 1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.
- 1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.
- 1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.
- 1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

### 2. 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.

### 3. 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.

### 4. NOMINEE

The purchaser may no later than 14 days before the due date for settlement nominate a substitute or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

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## TITLE

### 5. ENCUMBRANCES

- 5.1 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.
- 5.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 5.3 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.

### 6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 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.
- 6.4 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.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 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.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

## **7. IDENTITY OF THE LAND**

- 7.1 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.
- 7.2 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.

## **8. SERVICES**

- 8.1 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.
- 8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

## **9. 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.

## **10. TRANSFER & DUTY**

- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

## **11. RELEASE OF SECURITY INTEREST**

- 11.1 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.

- 11.2 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 11.4, 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.
- 11.3 If the purchaser is given the details of the vendor's date of birth under condition 11.2, the purchaser must:
- (a) only use the vendor's date of birth for the purposes specified in condition 11.2; and
  - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 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.
- 11.5 Subject to general condition 11.6, 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.
- 11.6 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 11.5 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.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(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.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(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.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 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 11.11.
- 11.13 If settlement is delayed under general condition 11.12 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.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

## **12. 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.

## **13. GENERAL LAW LAND**

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act* 1958 before settlement if the land is the subject of a provisional folio under section 223 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act* 1958.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
  - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
  - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act* 1958.
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## **MONEY**

### **14. DEPOSIT**

- 14.1 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 solicitor 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.
- 14.2 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, solicitor or conveyancer and held by the estate agent, solicitor or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars to the satisfaction of the purchaser, that either:
    - (i) there are no debts secured against the property; or
    - (ii) if there are any debts, the total amounts to be withheld in accordance with general conditions 24 and 25 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 section 27 of the *Sale of Land Act* 1962 have been satisfied.
- 14.4 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.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- 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 transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

## **15. DEPOSIT BOND**

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, solicitor or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's solicitor or conveyancer on the first to occur of:
- (a) settlement;
  - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
  - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

## **16. BANK GUARANTEE**

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
  - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 16.3 The purchaser may deliver a bank guarantee to the vendor's solicitor or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's solicitor or conveyancer on the first to occur of:
- (a) settlement;
  - (b) the date that is 45 days before the bank guarantee expires;

- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

## **17. SETTLEMENT**

- 17.1 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.
- 17.2 Settlement must be conducted between the hours of 10.00a.m. and 4.00p.m. unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's solicitor or conveyancer.

## **18. ELECTRONIC SETTLEMENT**

- 18.1 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. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 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, and
  - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
  - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:

- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; 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.
- 18.7 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 the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes (“keys”) to the estate agent named 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 lodgement 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
- give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser’s nominee on notification by the electronic lodgement network operator of settlement.

## 19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 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:
- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
  - (b) GST is payable 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
  - (c) 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 (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
  - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 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.
- 19.5 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.
- 19.6 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.
- 19.7 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.

## **20. LOAN**

- 20.1 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.
- 20.2 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, together with written evidence of rejection or non-approval of the loan, 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.
- 20.3 All money must be immediately refunded to the purchaser if the contract is ended.

## **21. BUILDING REPORT**

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
  - (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
  - (b) gives the vendor a copy of the report and a written notice ending this contract; and
  - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 21.4 A notice under this general condition may be served on the vendor's solicitor, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

## **22. PEST REPORT**

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
  - (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
  - (b) gives the vendor a copy of the report and a written notice ending this contract; and
  - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's solicitor, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

## **23. ADJUSTMENTS**

- 23.1 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.
- 23.2 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.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

## **24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING**

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general 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.
- 24.3 The remaining provisions of this general condition 24 only apply 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 has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 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.
- 24.5 The purchaser must:
- (a) engage a solicitor or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 24.6 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 general 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 general 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.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 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.
- 24.9 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 to the *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.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

## **25. GST WITHHOLDING**

- 25.1 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 general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the \*supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and

must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.

- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be 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 general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 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.
- 25.6 The purchaser must:
- (a) engage a solicitor or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 25.7 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 general 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 general 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.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic lodgement network; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 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 lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, 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.
- 25.10 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.
- 25.11 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.
- 25.12 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 any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
- (b) the purchaser has a 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.
- 

## **TRANSACTIONAL**

### **26. TIME & CO OPERATION**

- 26.1 Time is of the essence of this contract.
- 26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.
- 26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.
- 26.4 Any unfulfilled obligations will not merge on settlement.

### **27. SERVICE**

- 27.1 Any document required to be served by or on any party may be served by or on the solicitor or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the Sale of Land Act 1962 or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's solicitor, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
- (a) personally; or
- (b) by pre-paid post; or
- (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a solicitor, whether or not the person serving or receiving the document is a solicitor; or
- (d) by email.
- 27.4 Any document properly sent by:
- (a) Express post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) Priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
- (c) Regular post is taken to have been served on the sixth business day after posting, unless proved 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*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

### **28. NOTICES**

- 28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.
- 28.2 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, and does not relate to periodic outgoings.
- 28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

## **29. 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.

## **30. TERMS CONTRACT**

30.1 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 section 29M 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 solicitor or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

30.2 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.

## **31. LOSS OR DAMAGE BEFORE SETTLEMENT**

31.1 The vendor carries the risk of loss or damage to the property until settlement.

31.2 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.

31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.

31.4 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 31.2 at settlement.

31.5 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.

31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

## **32. 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**

### **33. 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.

### **34. DEFAULT NOTICE**

34.1 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.

34.2 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.

### **35. DEFAULT NOT REMEDIED**

35.1 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.

35.2 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.

35.3 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.

35.4 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.

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

## **GUARANTEE AND INDEMNITY**

TO: The withinnamed and described Vendor  
(hereinafter called "the Vendor")

IN CONSIDERATION of the Vendor having at the request of the person whose name address and description are set forth in the Schedule hereto (hereinafter called "the Guarantor") agreed to sell the land described in the within Contract of Sale to the withinnamed Purchaser (hereinafter called "the Purchaser") the Guarantor HEREBY GUARANTEES to the Vendor the due and punctual payment by the Purchaser of the purchase money and interest payable thereon as detailed in the said Contract of Sale and all other monies that are payable or may become payable pursuant thereto (hereinafter called "the monies hereby secured") AND ALSO the due performance and observance by the Purchaser of all and singular the covenants provisions and stipulations contained or implied in

the said Contract of Sale and on the part of the Purchaser to be performed and observed AND THE GUARANTOR HEREBY EXPRESSLY ACKNOWLEDGES AND DECLARES that it has examined the said Contract of Sale and has access to a copy thereof and further that this Guarantee is given upon and subject to the following conditions:

- A. THAT in the event of the Purchaser failing to pay the Vendor as and when due the monies referred to in the within Contract the Guarantor will immediately pay such monies to the Vendor.
- B. THAT in the event of the Purchaser failing to carry out or perform any of its obligations under the said Contract the Guarantor will immediately carry out and perform the same.
- C. THE Guarantor shall be deemed to be jointly and severally liable with the Purchaser (in lieu of being merely a surety for it) for the payment of the purchase moneys interest and all other monies if any payable pursuant to the within Contract in the performance of the obligations herein contained and it shall not be necessary for the Vendor to make any claim or demand on or to take any action or proceedings against the Purchaser before calling on the Guarantor to pay the moneys or to carry out and perform the obligations herein contained.
- D. THAT no time or other indulgence whatsoever that may be granted by the Vendor to the Purchaser shall in any manner whatsoever affect a liability of the Guarantor hereunder and the liability of the Guarantor shall continue to remain in full force and effect until all monies owing to the Vendor have been paid and all obligations have been performed.

#### SCHEDULE

Vendor: Bryan Yew Ken Wan

Purchaser:

Guarantor:

IN WITNESS WHEREOF the said Guarantor has set his hand and seal this                      day                      , 2025.

**SIGNED SEALED AND DELIVERED** by the  
guarantor in the presence of:

)  
)  
)  
) x .....  
)  
)

x .....

Signature of Witness

Full Name:

Address:

---

### **\* Law Institute of Victoria Property Law Dispute Resolution Committee Guidelines**

1. The Committee has been established to decide disputes relating to property law matters. Where one party does not have a solicitor representing them, the dispute cannot be heard until that party instructs a solicitor.
2. An *agreed* Statement of Facts must be signed by all parties and referring solicitors and must include:
  - 2.1 A clear and concise statement of all the relevant *agreed* facts upon which the dispute is based. The Committee is unable to make any decision unless the facts are *agreed* between the parties.
  - 2.2 A copy of all relevant documents.
  - 2.3 The issues, based on the agreed facts, to be decided by the Committee.
3. Applications for disputes to be decided by the Committee shall include an agreement by the referring solicitors and the parties to be bound by the Committee's decision on any question of law or practice.
4. Applications in the appropriate form must be lodged with the Secretary of the Property Law Dispute Resolution Committee C/- the Law Institute of Victoria.
5. An administration fee of \$100.00 for each referring solicitor must be paid to the Law Institute of Victoria when the application is lodged.
6. The Committee's decision will be based upon the material contained in the Statement of Facts only. In making its decision the Committee shall act as an expert panel and not as an arbitrator.
7. The Committee reserves the right:
  - (i) to call for further and better particulars in order to make a decision.
  - (ii) to refuse to decide any dispute, in which case any fees will be refunded in full.
8. The Committee's written decision will be sent to the referring legal practitioners within seven days of the dispute being decided.

*\* The guidelines and forms required can be obtained from the Secretary of the Property & Environmental Law Section, Law Institute of Victoria. Tel: (03) 9607 9522.*

---

THE

DAY OF

2025

**Bryan Yew Ken Wan**  
(the “Vendor”)

to

---

(the “Purchaser”)

---

**VENDOR'S STATEMENT PURSUANT TO SECTION 32  
OF THE SALE OF LAND ACT 1962  
1/9 Poulson Street, Carrum VIC**

---



**Oakley Thompson & Co.**

Solicitors • Consultants • Established 1881  
Incorporating Prompt Legal Services

**OTLAWYERS PTY LTD ABN 16 676 785 747**

Level 18, 350 Queen Street, Melbourne Victoria 3000 Telephone: (+613) 8676 0222

Level 1, Suite 4, 326 Keilor Road, Niddrie Victoria 3042 Telephone: (+613) 9379 0877

Email: [frontdesk@oakleythompson.com](mailto:frontdesk@oakleythompson.com) Facsimile: (+613) 8676 0275

Liability limited by a scheme approved under Professional Standards Legislation

## **VENDOR'S STATEMENT PURSUANT TO SECTION 32 OF THE SALE OF LAND ACT 1962**

*This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract. The vendor may sign by electronic signature.*

**VENDOR**            **Bryan Yew Ken Wan**

**LAND**             **1/9 Poulson Street, Carrum VIC**

### **FINANCIAL MATTERS**

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

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

#### **1.2 Particulars of any Charges** (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge.

Nil.

#### **1.3 Terms Contract**

This section 1.3 only applies if the vendor statement is in respect of a terms contract where the purchaser is obliged to make 2 or more payments (other than a deposit or final payment) to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land, particulars are as follows:

Not applicable.

#### **1.4 Sale Subject to Mortgage**

This section 1.4 only applies if this vendor statement is in respect of a contract which provides that any mortgage (whether registered or unregistered), is NOT to be discharged before the purchaser becomes entitled to possession or to the receipt of rents and profits, are as follows:

Not applicable.

#### **1.5 Land subject to Tax Reform scheme**

- (a) Is the land tax reform scheme land within the meaning of the **Commercial and Industrial Property Tax Reform Act 2024**?

No

- (b) If yes to 1.5(a), please provide:

- (i) the AVPCC\* most recently allocated to the land; and
- (ii) the entry date within the meaning of the Commercial and Industrial Property Tax Reform Act 2024

\* **AVPCC** means an Australian Valuation Property Classification Code based on the Valuation Best Practice Specifications Guidelines, or as otherwise defined under the **Commercial and Industrial Property Tax Reform Act 2024**.

## **2. INSURANCE**

### **2.1 Damage and Destruction**

This section 2.1 only applies if this vendor statement is in respect of a contract which does NOT provide the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits.

Not applicable.

### **2.2 Owner-Builder**

This section 2.2 only applies where there is a residence on the land that was constructed by an owner builder within the preceding 6 years and section 137B of the *Building Act 1993* applies to the residence.

Not applicable.

*Note: There may be additional legislative obligations in respect of the sale of land on which there is a building on which building work has been carried out.*

## **3. LAND USE**

### **3.1 Easements, Covenants or Other Similar Restrictions**

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

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

To the best of the vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction.

### **3.2 Road Access**

There is access to the property by road.

### **3.3 Designated Bushfire Prone Area**

The land is not in a bushfire prone area under section 192A of the *Building Act 1993*.

### **3.4 Planning Scheme**

The required specified information is contained in the attached certificate.

#### **4. NOTICES**

##### **4.1 Notice, Order, Declaration, Report or Recommendation**

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

Nil.

##### **4.2 Agricultural Chemicals**

There are NO notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes. However, if this is not the case, the details of any such notices, property management plans, reports or orders, are as follows:

Nil.

##### **4.3 Compulsory Acquisition**

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

Nil.

#### **5. BUILDING PERMITS**

The particulars of any building permits have been issued under the *Building Act 1993* in the preceding 7 years (required only where there is a residence on the land):

Not applicable.

#### **6. OWNERS CORPORATION**

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

The Owners Corporation is inactive within the meaning of Section (32)F of the *Sale of Land Act 1962*.

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

Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning and Environment Act 1987*.

Not applicable.

##### **7.1 Work-in-Kind Agreement**

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

##### **7.2 GAIC Recording**

The land is not affected by the GAIC.

**8. SERVICES**

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

|                                             |                                     |                                       |                                   |                                             |
|---------------------------------------------|-------------------------------------|---------------------------------------|-----------------------------------|---------------------------------------------|
| Electricity supply <input type="checkbox"/> | Gas supply <input type="checkbox"/> | Water supply <input type="checkbox"/> | Sewerage <input type="checkbox"/> | Telephone services <input type="checkbox"/> |
|---------------------------------------------|-------------------------------------|---------------------------------------|-----------------------------------|---------------------------------------------|

**1. TITLE**

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

**2. SUBDIVISION**

**2.1 Unregistered Subdivision**

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

Refer to the attached plan of subdivision under section 32 of the Subdivision Act 1988.

**2.2 Staged Subdivision**

Not Applicable

**2.3 Further Plan of Subdivision**

This section 10.3 only applies if the land is subject to a subdivision in respect of which a further plan within the meaning of the Subdivision Act 1988 is proposed.

Not Applicable

**3. DISCLOSURE OF ENERGY EFFICIENCY INFORMATION**

There is no certificate relating to Energy Efficiency Information applicable.

**4. DUE DILIGENCE CHECKLIST**

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

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

Date of this Statement:

13/12/2025



Signatures of the vendor:

.....  
Bryan Yew Ken Wan

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

Date of this Acknowledgment:

..... / ..... / 2025

Signature of the purchaser:

.....

# Due diligence checklist

## What you need to know before buying a residential property

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

### Urban living

#### ***Moving to the inner city?***

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

#### ***Is the property subject to an owners corporation?***

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

### Growth areas

#### ***Are you moving to a growth area?***

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

### Flood and fire risk

#### ***Does this property experience flooding or bushfire?***

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

### Rural properties

#### ***Moving to the country?***

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?

#### ***Can you build new dwellings?***

Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

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

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

### Soil and groundwater contamination

#### ***Has previous land use affected the soil or groundwater?***

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

## **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.

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

Page 1 of 1

VOLUME 10039 FOLIO 887

Security no : 124130539410Q  
Produced 05/12/2025 11:46 PM

### LAND DESCRIPTION

Lot 1 on Plan of Subdivision 307504L.  
PARENT TITLE Volume 08673 Folio 426  
Created by instrument PS307504L 17/10/1991

### REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
BRYAN YEW KEN WAN of UNIT 1 9 POULSON STREET CARRUM VIC 3197  
AS801957M 11/12/2019

### ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AS801958K 11/12/2019  
IMB LTD

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

### DIAGRAM LOCATION

SEE PS307504L 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 1 9 POULSON STREET CARRUM VIC 3197

### ADMINISTRATIVE NOTICES

NIL

eCT Control 20628L IMB LTD  
Effective from 11/12/2019

### OWNERS CORPORATIONS

The land in this folio is affected by  
OWNERS CORPORATION PLAN NO. PS307504L

DOCUMENT END

# Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

|                                                 |                         |
|-------------------------------------------------|-------------------------|
| Document Type                                   | <b>Plan</b>             |
| Document Identification                         | <b>PS307504L</b>        |
| Number of Pages<br>(excluding this cover sheet) | <b>3</b>                |
| Document Assembled                              | <b>05/12/2025 23:46</b> |

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The document is invalid if this cover sheet is removed or altered.

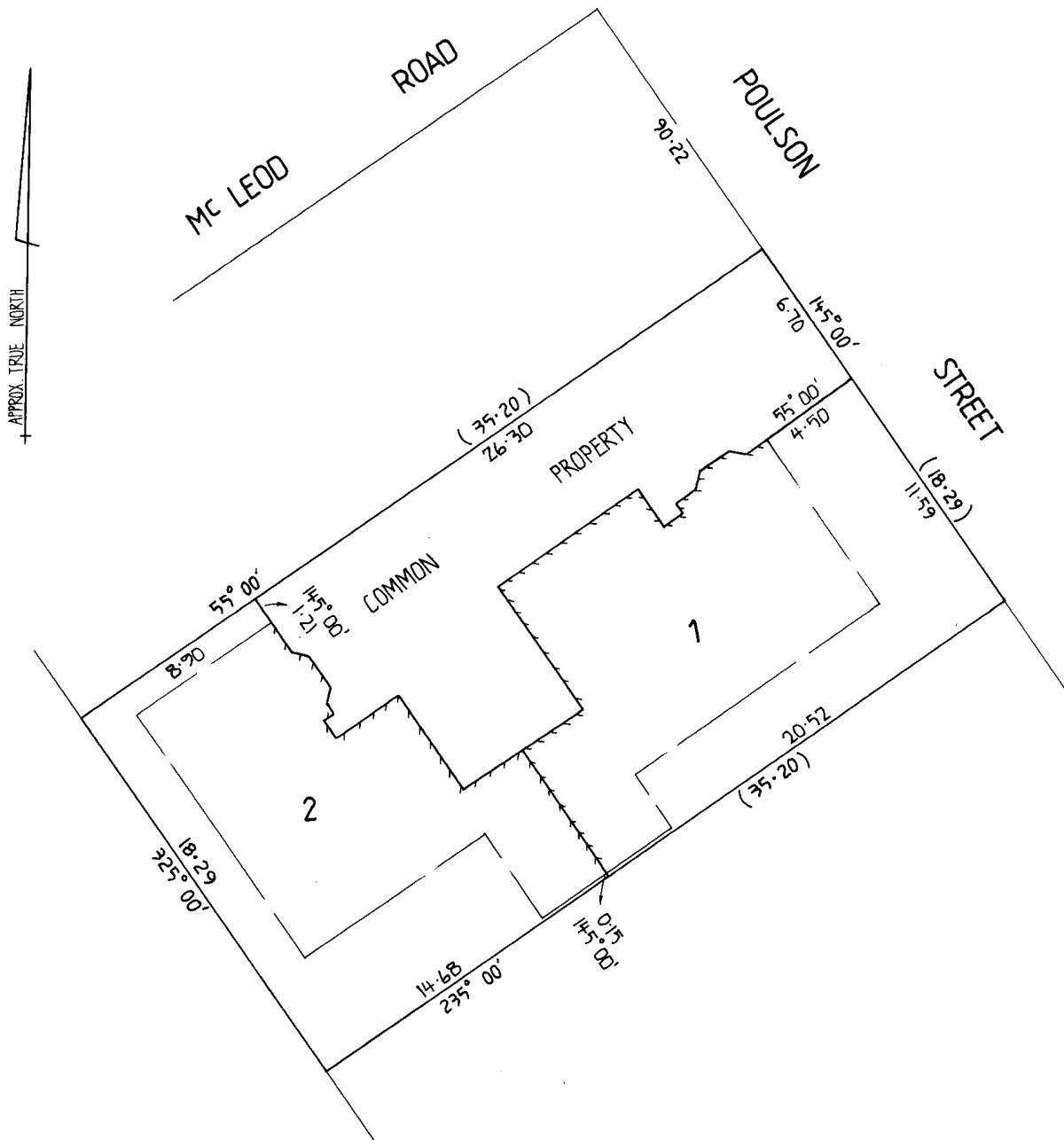
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                  |                                                                                                                                                                                 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PLAN OF SUBDIVISION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                     | STAGE NO.<br><hr/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | LTO use only<br><b>EDITION 1</b> | Plan Number<br><b>PS 307504 L</b>                                                                                                                                               |
| <p style="text-align: center;"><b>Location of Land</b></p> <p><b>Parish:</b> LYNDHURST</p> <p><b>Township:</b> _____</p> <p><b>Section:</b> _____</p> <p><b>Crown Allotment:</b> 91 (PART)</p> <p><b>Crown Portion:</b> _____</p> <p><b>LTO Base Record:</b> CHART 16 (3025)</p> <p><b>Title Reference:</b> VOL 8673 FOL 426</p> <p><b>Last Plan Reference:</b> LP 4113 LOT 79(PART)</p> <p><b>Postal Address:</b> 9 POULSON STREET CARRUM 3197<br/>(at time of subdivision)</p> <p><b>AMG Co-ordinates</b>      E 335 610      Zone: 55<br/>(of approx. centre of land in plan)      N 5873 610</p> |                     | <p style="text-align: center;"><b>Council Certificate and Endorsement</b></p> <p>Council Name: CHELSEA      Ref: 1677</p> <p>1. This plan is certified under section 6 of the Subdivision Act 1988.</p> <p>2. <del>This plan is certified under section 11(7) of the Subdivision Act 1988.</del><br/><del>Date of original certification under section 6</del>      /      /</p> <p>3. <del>This is a statement of compliance issued under section 21 of the Subdivision Act 1988.</del></p> <p style="text-align: center;"><u>OPEN SPACE</u></p> <p>(i) A requirement for public open space under section 18 of the Subdivision Act 1988 <del>has</del>/has not been made.</p> <p>(ii) <del>The requirement has been satisfied.</del></p> <p>(iii) <del>The requirement is to be satisfied in Stage</del>.....</p> <p>Council delegate<br/><del>Council seal</del></p> <p>Date      13 / 11 / 90</p> <p><del>Re-certified under section 11(7) of the Subdivision Act 1988</del></p> <p>Council Delegate<br/>Council Seal</p> <p>Date      /      /</p> |                                  |                                                                                                                                                                                 |
| <b>Vesting of Roads and/or Reserves</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                  |                                                                                                                                                                                 |
| Identifier                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Council/Body/Person |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                  |                                                                                                                                                                                 |
| NIL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | NIL                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                  |                                                                                                                                                                                 |
| <b>Notations</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                  |                                                                                                                                                                                 |
| <b>Staging</b> This <del>is</del> /is not a staged subdivision<br>Planning Permit No.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                  |                                                                                                                                                                                 |
| <b>Depth Limitation</b> Does not apply                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                  |                                                                                                                                                                                 |
| <p>LOCATION OF BOUNDARIES DEFINED BY BUILDING:</p> <p>MEDIAN: Boundaries between Lots 1 &amp; 2</p> <p>EXTERIOR FACE: All other boundaries</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                  |                                                                                                                                                                                 |
| <p><b>Survey</b>      This plan is/<del>is not</del> based on survey</p> <p>This survey has been connected to permanent marks no(s)<br/>In Proclaimed Survey Area No.</p>                                                                                                                                                                                                                                                                                                                                                                                                                            |                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                  |                                                                                                                                                                                 |
| <b>Easement Information</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                  | <b>LTO use only</b>                                                                                                                                                             |
| <b>Legend:</b> A - Appurtenant Easement    E - Encumbering Easement    R - Encumbering Easement (Road)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                  | <p>Statement of Compliance/<br/>Exemption Statement</p> <p>Received      <input checked="" type="checkbox"/></p> <p>Date      11 / 9 / 91</p>                                   |
| Section 12(2) of the Subdivision Act 1988 applies to the land herein                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                  |                                                                                                                                                                                 |
| Easement Reference                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Purpose             | Width (Metres)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Origin                           | Land Benefited/In Favour Of                                                                                                                                                     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                  |                                                                                                                                                                                 |
| <b>LTO use only</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                  | <p>PLAN REGISTERED<br/>TIME</p> <p>DATE      17 / 10 / 91</p> <p style="text-align: center;"><i>dl/bate</i></p> <p>Assistant Registrar of Titles</p> <p>Sheet 1 of 3 Sheets</p> |
| DIMASE BERRY & CO PTY LTD<br>101b Sydney Road Brunswick 3056                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                  |                                                                                                                                                                                 |
| <p>AMENDMENTS      DATE</p> <p> </p> <p> </p> <p> </p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                  |                                                                                                                                                                                 |
| <p>LICENSED SURVEYOR (PRINT)..... GEOFFREY BERRY</p> <p>SIGNATURE.....      DATE      6 / 9 / 90</p> <p>REF      S 4846      VERSION</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                  |                                                                                                                                                                                 |
| <p>DATE      13 / 11 / 90</p> <p>COUNCIL DELEGATE SIGNATURE</p> <p>Original sheet size A3</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                  |                                                                                                                                                                                 |

# PLAN OF SUBDIVISION

Stage No.

Plan Number

**PS 307504 L**



DI MASE BERRY & CO PTY LTD  
101b SYDNEY ROAD BRUNSWICK 3056 TEL 387 7577

| AMENDMENTS | DATE |
|------------|------|
|            |      |
|            |      |
|            |      |

ORIGINAL

SCALE

SCALE  
1:200

SHEET  
SIZE  
A3

2 0 4 8

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT).....GEOFFREY BERRY.....

SIGNATURE..... DATE 6 / 9 / 90

REF S 4846

VERSION

Sheet 2 of 3 sheets

DATE 13 / 11 / 90

COUNCIL DELEGATE SIGNATURE

Original sheet size A3

PS307504L

FOR CURRENT BODY CORPORATE DETAILS  
SEE BODY CORPORATE SEARCH REPORT



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 05/12/2025 11:46:25 PM

**OWNERS CORPORATION  
PLAN NO. PS307504L**

The land in PS307504L is affected by 1 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property, Lots 1, 2.

### Limitations on Owners Corporation:

Unlimited

### Postal Address for Services of Notices:

9 POULSON STREET CARRUM VIC 3197

PS307504L 17/10/1991

### 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             |
| Lot 1           | 100           | 100           |
| Lot 2           | 100           | 100           |
| <b>Total</b>    | <b>200.00</b> | <b>200.00</b> |

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.



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 05/12/2025 11:46:25 PM

**OWNERS CORPORATION**  
**PLAN NO. PS307504L**

Statement End.



SENDER  
City of Kingston  
PO Box 1000, Mentone, VIC 3194

## Rates Courtesy Reminder



026 0004362

B Y K Wan  
1/9 Poulson St  
CARRUM VIC 3197

**TAX INVOICE**  
ABN 80 640 377 247  
[kingston.vic.gov.au](http://kingston.vic.gov.au)  
1300 653 356 131 450  
[info@kingston.vic.gov.au](mailto:info@kingston.vic.gov.au)  
[cityofkingston](http://cityofkingston)

**Pay online**  
[kingston.vic.gov.au/pay](http://kingston.vic.gov.au/pay)

### NOTICE SUMMARY

ASSESSMENT NUMBER **113527/4**

DATE ISSUED **15/01/2024**

#### AMOUNT DUE

**\$1,841.95**

Payments made after 08/01/2024  
are not reflected in this notice.

If you are experiencing financial  
hardship, please visit our website  
for more information on the options  
available to you:  
[kingston.vic.gov.au/payrates](http://kingston.vic.gov.au/payrates)

#### PROPERTY DESCRIPTION

1 9 Poulson Street, CARRUM VIC 3197

### Why am I receiving this notice?

Your rates aren't due yet, we just wanted to remind  
you that the full rates payment for the 2023 - 24  
financial year is due on 15 February 2024.

When we don't receive instalment payments for a property by 30  
September, it automatically opts you into paying your rates in full.

Your rates make a huge difference. Did you know your rates fund  
over 100 services across Kingston? These include services such  
as libraries, leisure centres, immunisations, bin collections and  
more. For further information on how your rates are calculated  
and what your rates fund, please visit [kingston.vic.gov.au/rates](http://kingston.vic.gov.au/rates)  
and watch our short, 2-minute video on your rates at work.

If you have any questions about your rates notice, get in  
touch with our friendly Customer Care team by phone  
on 1300 653 356 or email [info@kingston.vic.gov.au](mailto:info@kingston.vic.gov.au)

new

### Scan to pay

Pay in full or choose  
**flexible instalment options**  
that suit you.



Scan the QR code or visit [payble.kingston.vic.gov.au](http://payble.kingston.vic.gov.au) to register  
and see weekly, fortnightly or monthly instalment options.

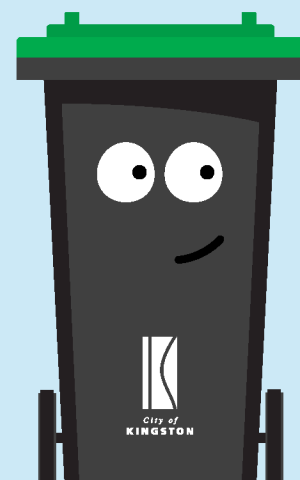
# Your bin buddy Binston

Our waste and recycling app  
sends you a notification the  
night before your bin day, tells  
you what items go in which bin  
and gives you easy access to all  
the waste services available  
to you in Kingston.

Download Binston today!



[kingston.vic.gov.au/binston](http://kingston.vic.gov.au/binston)



S004362Q01 0004362 #89127

INTEREST MAY BE CHARGED ON OUTSTANDING ARREARS. SEE OVERLEAF FOR DETAILS

Register to receive your notice via email

Go to [kingston.vic.gov.au/rates](http://kingston.vic.gov.au/rates)

### Rates payment slip

IF PAYING BY MAIL, RETURN THIS SLIP WITH YOUR REMITTANCE

ASSESSMENT NUMBER:

**113527/4**

RATEPAYER:

**B Y K Wan**

PROPERTY DESCRIPTION:

**1 9 Poulson Street, CARRUM VIC 3197**



SEE OVERLEAF FOR OTHER PAYMENT OPTIONS AND DETAILS



1300 276 468

BILLER CODE  
8938

REF  
1135 274



BILLER CODE  
8938

REF  
1135 274



131 816

BILLER CODE  
0327

REF  
0011 3527 4



To change to flexible  
payments visit  
[payble.kingston.vic.gov.au](http://payble.kingston.vic.gov.au)  
to register your assessment  
for flexible payments

AUSTRALIA POST USE



\*327 001135274

INTERNAL USE ONLY



**CHANGE OF ADDRESS/OWNERSHIP**  
Council must be notified in writing of any change to ownership and/or address as liability for payment of rates continues with the ratepayer listed on Council records. To update your details please go to [kingston.vic.gov.au/updatedetails](http://kingston.vic.gov.au/updatedetails)

**PENSIONER CONCESSIONS**

If you are a pensioner in possession of an eligible card (listed below) and are not currently receiving a concession on your rates, please complete an "Application for Concession on Municipal Rates and Charges" which is available at any of the Council's Customer Care Centres. Or you can visit [kingston.vic.gov.au/pension-rebate](http://kingston.vic.gov.au/pension-rebate) to download a copy of the application form. Applications will be received between 1 July 2023 and 30 June 2024.

**Eligible Cards:** Centrelink or Department of Veterans' Affairs Pensioner Concession Card or Department of Veterans' Affairs Gold Card specifying War Widow or Department of Veterans' Affairs Gold Card specifying TPI.

**UNPAID RATES AND CHARGES**

Where a rate or charge remains unpaid after it is due for payment, Council may issue proceedings to recover it. In certain circumstances, where rates are more than 3 years overdue, and a court order has been obtained for the amount, Council may sell the property. Any unpaid rate or charge is a charge on the property.

The amounts shown on this notice may not include all amounts outstanding for interest charges on arrears (if applicable), or costs associated with the recovery of overdue rates and charges by legal process. All payments made in respect of these rates and charges will be allocated in the following sequence:

1. Legal costs;
2. Interest charges;
3. Arrears;
4. Current rates and charges

**PENALTIES FOR FAILING TO PAY OR LATE PAYMENT**

Interest may be charged in accordance with Section 172 of the Local Government Act 1989 and Section 30 of the Fire Services Property Levy Act 2012, at the rate fixed under Section 2 of the Penalty Interest Rates Act 1983 that applied on 1 July 2023.

Penalties will not be applied to ratepayers who have been approved for financial hardship support during the approved hardship period.

**Instalments:** If the first instalment was paid in full by the date it was due, but a subsequent instalment payment is not made or is paid late, interest is calculated on and from the statutory date of the missed instalment and continues to be payable until the payment is made in full.

**Full/Lump Sum Payment:** If the full/lump sum payment is not received on or by 15 February 2024, interest is calculated on and from the date on which each missed instalment was due and continues to be payable until the payment is made in full.

**CORRESPONDENCE**

Do not attach correspondence to your payment, but forward separately to:

City of Kingston  
PO Box 1000, MENTONE VIC 3194



People of all languages can now contact Kingston's Language Line on one number 131 450

Per contattare il Comune, chiamateci al numero 131 450

Чтобы связаться с Городским Советом, звоните нам по телефону 131 450

Για να επικοινωνήσετε με το Δήμο, καλέστε μας στο 131 450

**Để liên hệ với Hội đồng, gọi chúng tôi theo số 131 450**

要聯絡市政府，請給我們打電話 131 450

如要联系市议会，请致电 131 450

**FINANCIAL HARDSHIP**

If you are experiencing financial hardship please contact us to discuss payment options and/or an application under hardship provisions on 1300 653 356 or [info@kingston.vic.gov.au](mailto:info@kingston.vic.gov.au)

**CHANGED YOUR DETAILS?**

You can update your details with Council at any time. Please go to [kingston.vic.gov.au/rates-update-address](http://kingston.vic.gov.au/rates-update-address)

**PAY ONLINE – [kingston.vic.gov.au/pay-rates](http://kingston.vic.gov.au/pay-rates)**



**PAYABLE**

Registration for Flexible Payments can be done using the QR code on the front of this notice.



**BPOINT**

Click the link at [kingston.vic.gov.au/pay-rates](http://kingston.vic.gov.au/pay-rates)  
Visa & MasterCard only.



**POST BILLPAY**

Click the link at [kingston.vic.gov.au/pay-rates](http://kingston.vic.gov.au/pay-rates)



**BPAY**

Contact your bank or financial institution to make this payment.

**OTHER PAYMENT METHODS**



**BY DIRECT DEBIT**

Available from cheque or savings accounts only.

Download the application form [kingston.vic.gov.au/dd-rates](http://kingston.vic.gov.au/dd-rates) or call 1300 653 356



**BY PHONE**

**BPOINT**  
1300 276 468  
Visa & MasterCard only

**POSTbillpay**  
13 18 16  
Credit card payments only. See front of notice for your biller code and reference number.



**IN PERSON**

Payment can be made at Australia Post or any Kingston Customer Service office.

Payment can be made by cash, cheque or money order (payable to City of Kingston) or debit/credit card. Credit cards accepted: Visa, MasterCard, Amex.



**BY MAIL**

Detach payment slip, attach cheque (payable to City of Kingston) and mail to:

CITY OF KINGSTON  
PO BOX 1000,  
MENTONE VIC 3194

See front of notice for biller code and reference number.

OTLawyers Pty Ltd C/- InfoTrack  
(Smokeball)  
E-mail: certificates@landata.vic.gov.au

Statement for property:  
UNIT 1 LOT 1 9 POULSON STREET  
CARRUM 3197  
1 PS 307504

| REFERENCE NO. | YOUR REFERENCE             | DATE OF ISSUE    | CASE NUMBER |
|---------------|----------------------------|------------------|-------------|
| 50F//09811/24 | LANDATA CER 79023806-030-2 | 05 DECEMBER 2025 | 50980321    |

## 1. Statement of Fees Imposed

The property is classified as a serviced property with respect to charges which as listed below in the Statement of Fees.

### (a) By Other Authorities

|                                                          |                          |         |
|----------------------------------------------------------|--------------------------|---------|
| <b>Parks Victoria - Parks Service Charge</b>             | 01/10/2025 to 31/12/2025 | \$22.45 |
| <b>Melbourne Water Corporation Total Service Charges</b> | 01/10/2025 to 31/12/2025 | \$31.25 |

### (b) By South East Water

|                                 |                          |                 |
|---------------------------------|--------------------------|-----------------|
| <b>Water Service Charge</b>     | 01/10/2025 to 31/12/2025 | \$21.97         |
| <b>Sewerage Service Charge</b>  | 01/10/2025 to 31/12/2025 | \$100.41        |
| <b>Subtotal Service Charges</b> |                          | <b>\$176.08</b> |
| <b>Usage Charges*</b>           | Billed until 18/11/2025  | \$79.14         |
| <b>Payments</b>                 |                          | \$0.02          |
| <b>TOTAL UNPAID BALANCE</b>     |                          | <b>\$255.20</b> |

- The meter at the property was last read on 18/11/2025. Fees accrued since that date may be estimated by reference to the following historical information about the property:

**Water Usage Charge** **\$0.92 per day**

- Financial Updates (free service) are only available online please go to (type / copy the complete address shown below): <https://secureapp.southeastwater.com.au/PropertyConnect/#/order/info/update>

\* Please Note: if usage charges appear above, the amount shown includes one or more of the following:

Water Usage, Recycled Water Usage, Sewage Disposal, Fire Service Usage and Trade Waste Volumetric Fees.

Interest may accrue on the South East Water charges listed in this statement if they are not paid by the due date as set out in the bill.

AUTHORISED OFFICER:



LARA SALEMBIER  
GENERAL MANAGER  
CUSTOMER EXPERIENCE

**South East Water**  
**Information Statement Applications**  
PO Box 2268, Seaford, VIC 3198

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at [www.southeastwater.com.au](http://www.southeastwater.com.au).
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.
- If this property has recently been subdivided from a "parent" title, there may be service or other charges owing on the "parent" which will be charged to this property, once sold, that do not appear on this statement. You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.
- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (General) Regulations 2021, please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

## 2. Encumbrance Summary

Where available, the location of sewers is shown on the attached plan. Please ensure where manholes appear, that they remain accessible at all times "DO NOT COVER". Where driveways/paving is proposed to be constructed over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset, the owner will be responsible for all costs associated with any demolition and or re-instatement works, necessary to allow maintenance and or repair of the asset effected. Where changes to the surface levels requires maintenance shafts/holes to be altered, all works must be carried out by South East Water approved contractors only. For information call 131694. For all other works, prior consent is required from south East Water for any construction over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset.

To assist in identifying if the property is connected to South East Waters sewerage system, connected by a shared, combined or encroaching drain, it is recommended you request a copy of the Property Sewerage Plan. A copy of the Property Sewerage Plan may be obtained for a fee at [www.southeastwater.com.au](http://www.southeastwater.com.au) Part of the Property Sewerage Branch servicing the property may legally be the property owners responsibility to maintain not South East Waters. Refer to Section 11 of South East Waters Customer Charter to determine if this is the case. A copy of the Customer Charter can be found at [www.southeastwater.com.au](http://www.southeastwater.com.au). When working in proximity of drains, care must be taken to prevent infiltration of foreign material and or ground water into South East Waters sewerage system. Any costs associated with rectification works will be charged to the property owner.

Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read "Lara Salembier".

LARA SALEMBIER  
GENERAL MANAGER  
CUSTOMER EXPERIENCE

**South East Water**  
**Information Statement Applications**  
PO Box 2268, Seaford, VIC 3198

**ENCUMBRANCE ENQUIRY EMAIL [infostatements@sew.com.au](mailto:infostatements@sew.com.au)**

If no plan is attached to this Statement, South East Water is not aware of any works belonging to South East Water being present on the property.

If a plan is attached to this Statement, it indicates the nature of works belonging to South East Water, their approximate location, and the approximate location of any easement relating to those works.

**Important Warnings**

The map base for any attached plan is not created by South East Water which cannot and does not guarantee the accuracy, adequacy or completeness of any information in the plan, especially the exact location of any of South East Water's works, which may have changes since the attached plan was prepared. Their location should therefore be proven by hand before any works are commenced on the land.

Unless South East Water's prior written approval is obtained, it is an offence to cause any structure to be built or any filling to be placed on a South East Water easement or within 1 metre laterally of any of its works or to permit any structure to be built above or below any such area.

Any work that requires any South East Water manhole or maintenance shaft to be altered may only be done by a contractor approved by South East Water at the property owner's cost.

If the owner builds or places filling in contravention of that requirement, the owner will be required to pay the cost of any demolition or re-instatement of work that South East Water considers necessary, in order to maintain, repair or replace its asset.

This Statement does not include any information about current or outstanding consent issued for plumbing works on at the property.

### 3. Disclaimer

This Statement does not contain all the information about the property that a prospective purchaser may wish to know. Accordingly, appropriate enquiries should be made of other sources and information.

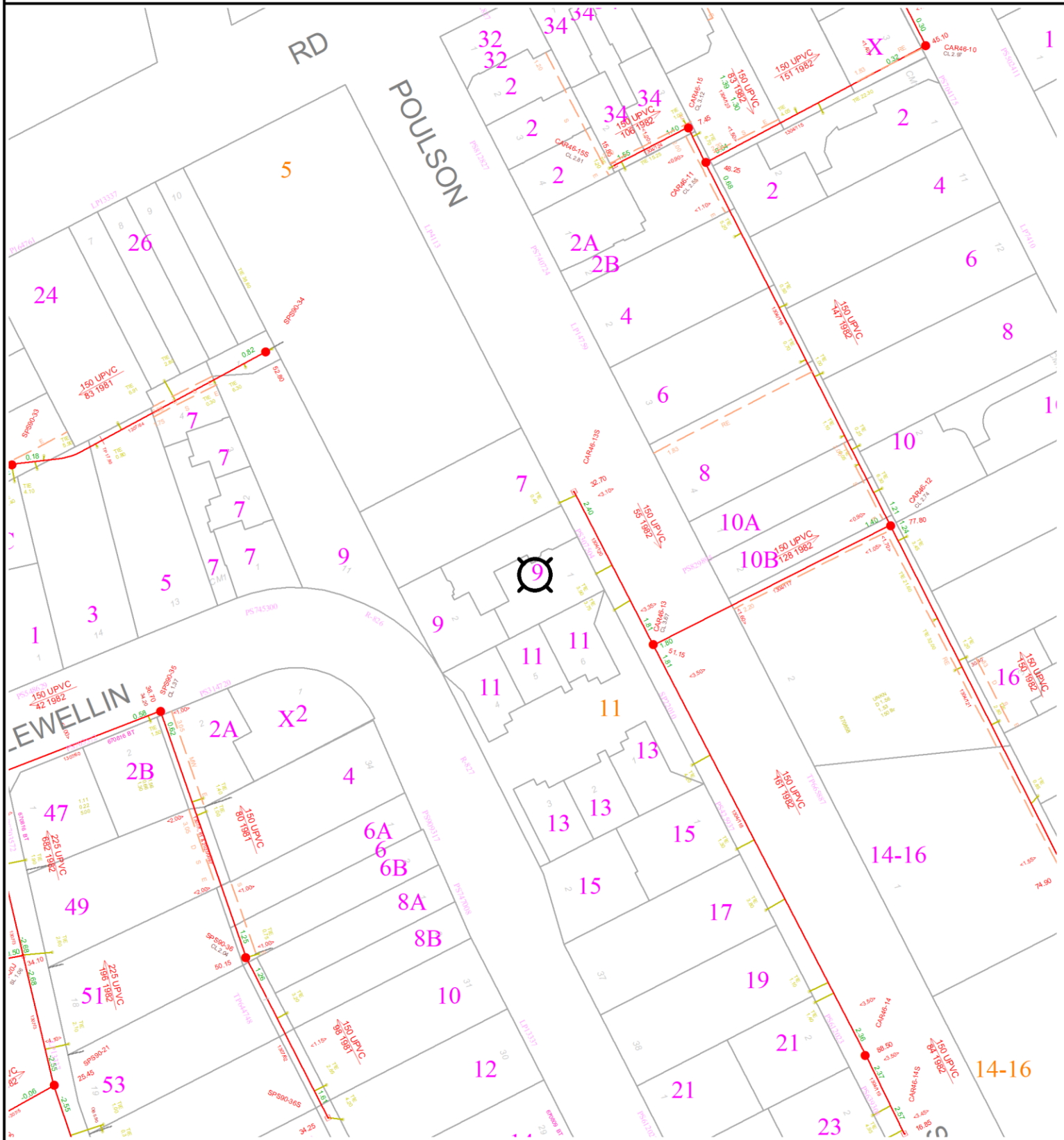
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian Consumer Law.

AUTHORISED OFFICER:

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LARA SALEMBIER  
GENERAL MANAGER  
CUSTOMER EXPERIENCE

**South East Water**  
**Information Statement Applications**  
PO Box 2268, Seaford, VIC 3198



**WARNING:** This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

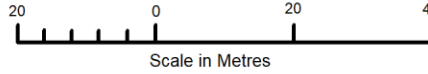
|                               |  |                                   |                            |                     |
|-------------------------------|--|-----------------------------------|----------------------------|---------------------|
| — Title/Road Boundary         |  | Subject Property                  | ● Maintenance Hole         | ✕✕✕ Abandoned Sewer |
| - - - - - Proposed Title/Road |  | Sewer Main & Property Connections | ■ Inspection Shaft         |                     |
| - - - - - Easement            |  | Direction of Flow                 | <1.0> Offset from Boundary |                     |

|                        |                             |                            |
|------------------------|-----------------------------|----------------------------|
| Melbourne Water Assets |                             |                            |
| - - - - - Sewer Main   | - - - - - Underground Drain | - - - - - Natural Waterway |
| ● Maintenance Hole     | - - - - - Channel Drain     | ■ Underground Drain M.H.   |

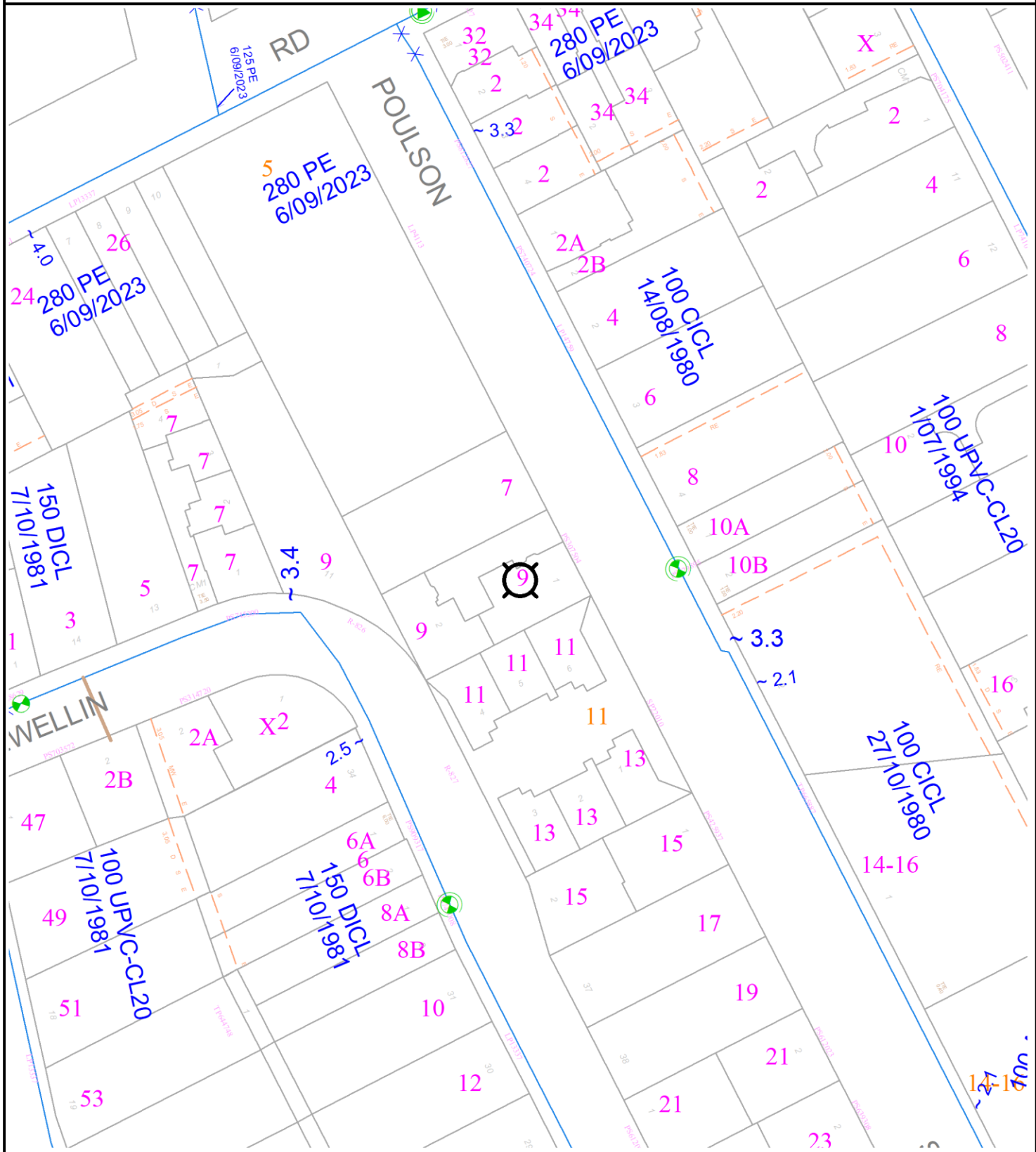


Property: Lot 1 UNIT 1 9 POULSON STREET CARRUM 3197

Case Number: 50980321



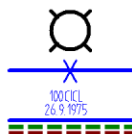
Date: 05DECEMBER2025



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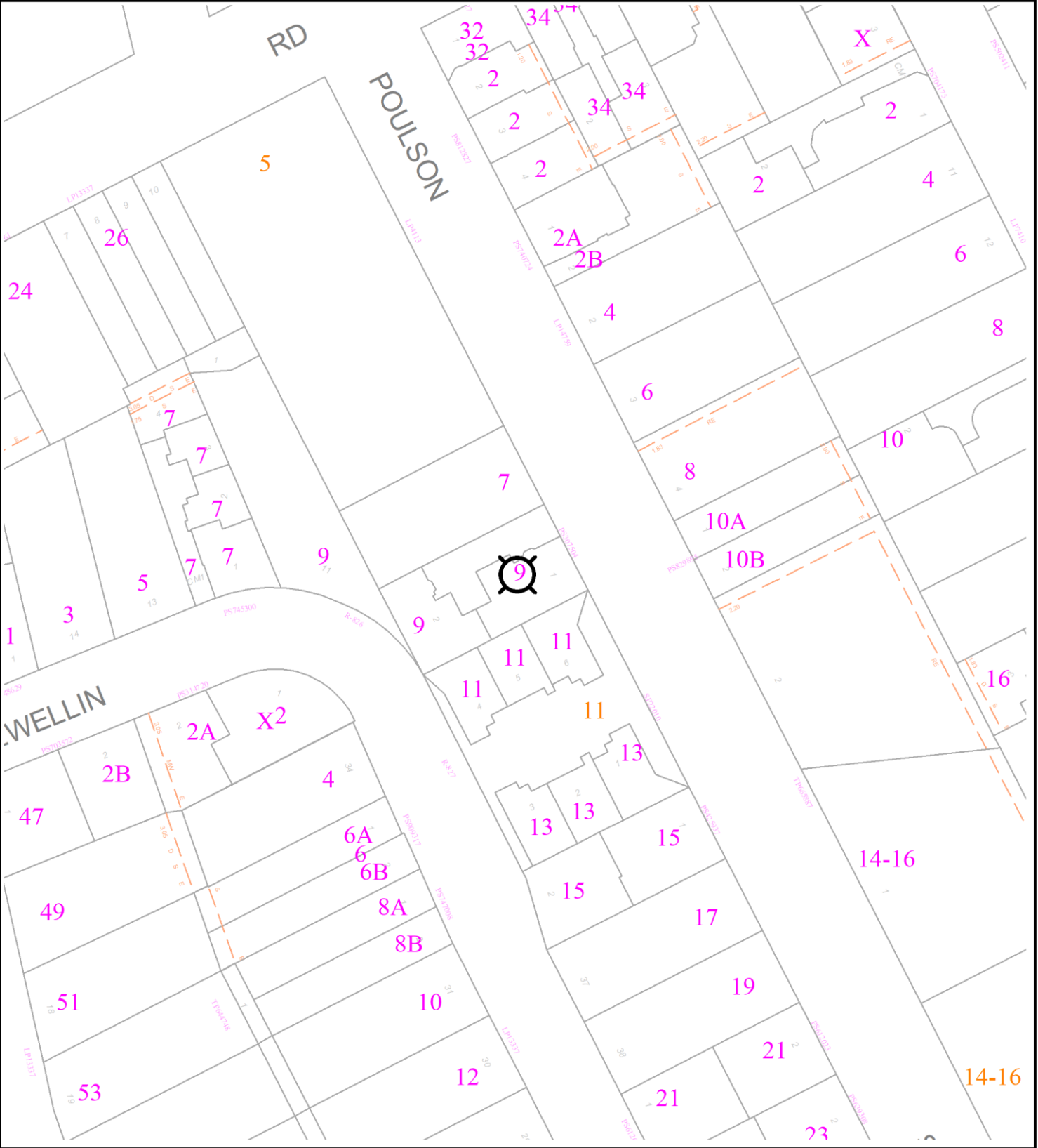
## LEGEND

- Title/Road Boundary
- Proposed Title/Road
- Easement



- Subject Property
- Water Main Valve
- Water Main & Services

- Hydrant
- Fireplug/Washout
- Offset from Boundary



**WARNING:** This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

| LEGEND |                     |  |                                |  |                      |
|--------|---------------------|--|--------------------------------|--|----------------------|
|        | Title/Road Boundary |  | Subject Property               |  | Hydrant              |
|        | Proposed Title/Road |  | Recycled Water Main Valve      |  | Fireplug/Washout     |
|        | Easement            |  | Recycled Water Main & Services |  | Offset from Boundary |

# PLANNING PROPERTY REPORT



Department  
of Transport  
and Planning

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 24 November 2025 11:05 AM

## PROPERTY DETAILS

Address: **1/9 POULSON STREET CARRUM 3197**  
Lot and Plan Number: **Lot 1 PS307504**  
Standard Parcel Identifier (SPI): **1\PS307504**  
Local Government Area (Council): **KINGSTON**  
Council Property Number: **441128**  
Planning Scheme: **Kingston**  
Directory Reference: **Melway 97 D8**

[www.kingston.vic.gov.au](http://www.kingston.vic.gov.au)

[Planning Scheme - Kingston](#)

## UTILITIES

Rural Water Corporation: **Southern Rural Water**  
Melbourne Water Retailer: **South East Water**  
Melbourne Water: **Inside drainage boundary**  
Power Distributor: **UNITED ENERGY**

## STATE ELECTORATES

Legislative Council: **SOUTH-EASTERN METROPOLITAN**  
Legislative Assembly: **CARRUM**

## OTHER

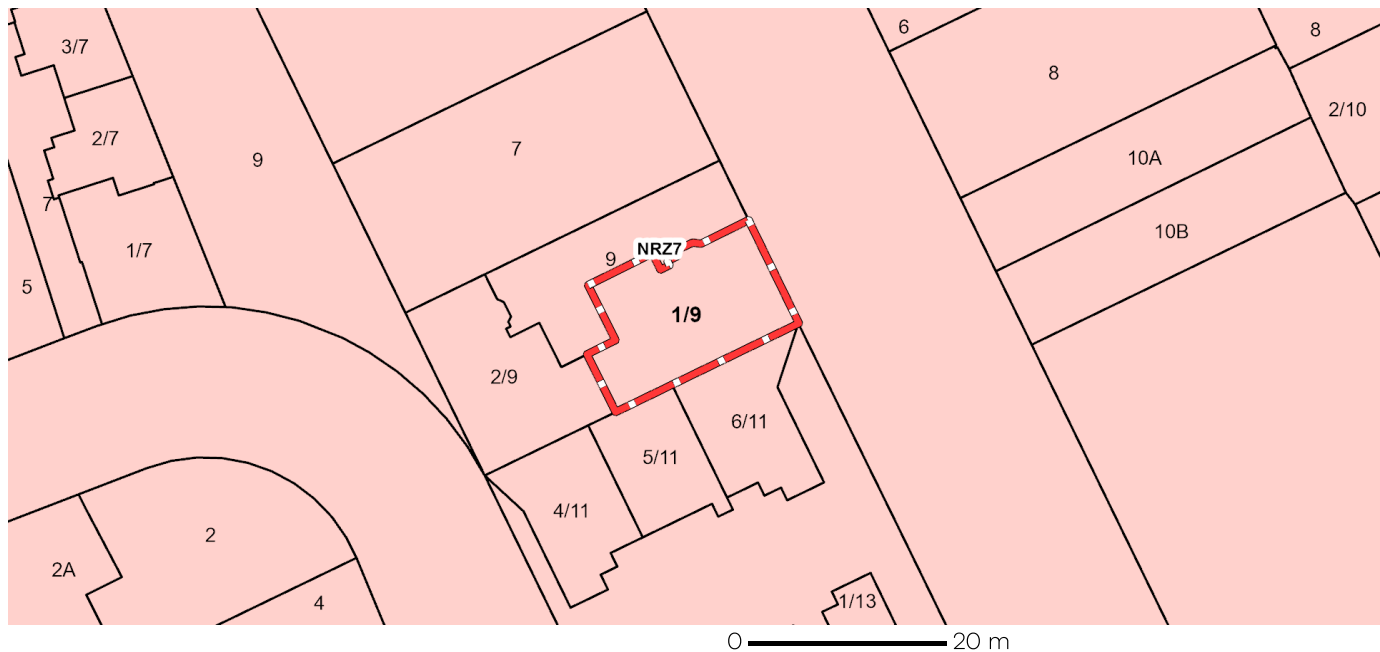
Registered Aboriginal Party: **Bunurong Land Council**  
**Aboriginal Corporation**  
Fire Authority: **Fire Rescue Victoria & Country**  
**Fire Authority**

[View location in VicPlan](#)

## Planning Zones

[NEIGHBOURHOOD RESIDENTIAL ZONE \(NRZ\)](#)

[NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 7 \(NRZ7\)](#)



**NRZ - Neighbourhood Residential**

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

# PLANNING PROPERTY REPORT



Department  
of Transport  
and Planning

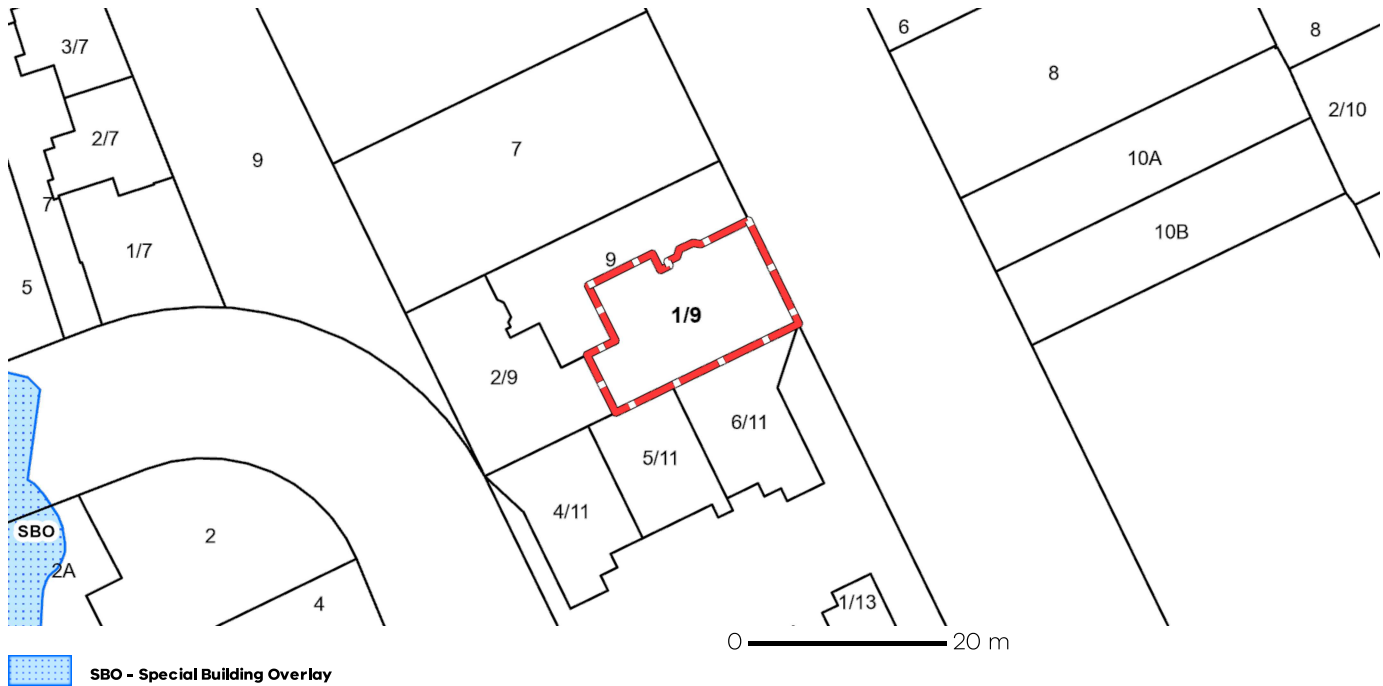
## Planning Overlay

None affecting this land - there are overlays in the vicinity

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

#### SPECIAL BUILDING OVERLAY (SBO)



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

## Areas of Aboriginal Cultural Heritage Sensitivity

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

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

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

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

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

For further information about whether a Cultural Heritage Management Plan is required go to

<https://heritage.achris.vic.gov.au/aavQuestion1.aspx>

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



## Further Planning Information

Planning scheme data last updated on 14 November 2025.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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.vic.gov.au/vicplan/>

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

## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

## Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Regulations Map (NVR Map) <https://mapshare.vic.gov.au/nvr/> and [Native vegetation \(environment.vic.gov.au\)](https://www.environment.vic.gov.au) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit [NatureKit \(environment.vic.gov.au\)](https://www.environment.vic.gov.au)

# PROPERTY REPORT



Energy,  
Environment  
and Climate Action

Created at 24 November 2025 11:05 AM

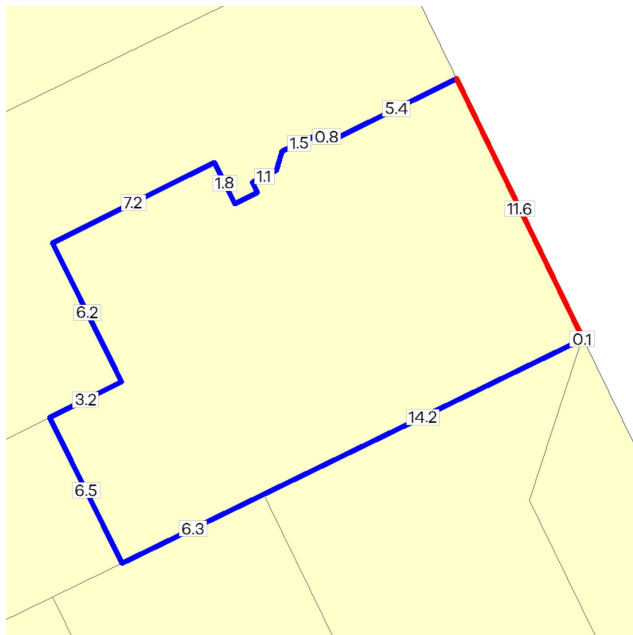
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Council Property Number: **441128**  
Directory Reference: **Melway 97 D8**

[www.kingston.vic.gov.au](http://www.kingston.vic.gov.au)

## SITE DIMENSIONS

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



**Area:** 231 sq. m

**Perimeter:** 68 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.

3 overlapping dimension labels are not being displayed

Calculating the area from the dimensions shown may give a different value to the area shown above

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

## UTILITIES

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Melbourne Water Retailer: **South East Water**  
Melbourne Water: **Inside drainage boundary**  
Power Distributor: **UNITED ENERGY**

## STATE ELECTORATES

Legislative Council: **SOUTH-EASTERN METROPOLITAN**  
Legislative Assembly: **CARRUM**

## PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

The Planning Property Report for this property can found here – [Planning Property Report](#)

Planning Property Reports can be found via these two links

**Vicplan** <https://mapshare.vic.gov.au/vicplan/>

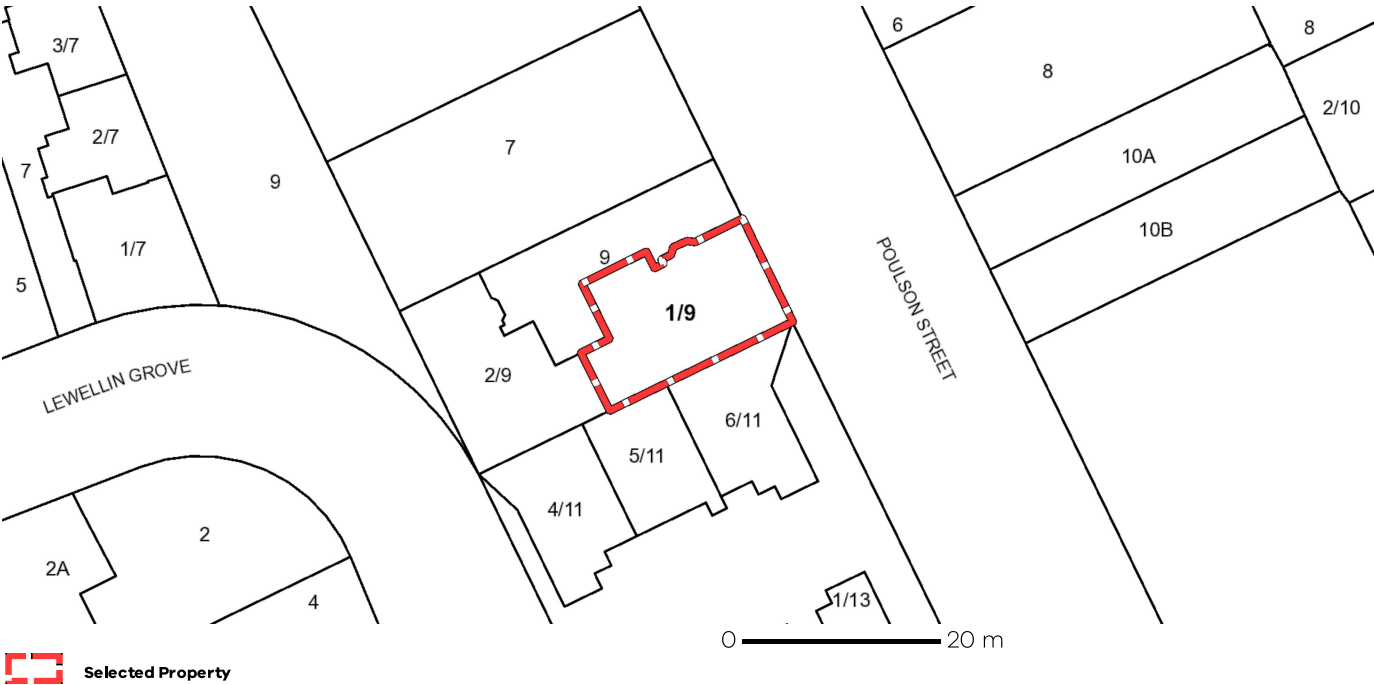
**Property and parcel search** <https://www.land.vic.gov.au/property-and-parcel-search>

# PROPERTY REPORT



Energy,  
Environment  
and Climate Action

## Area Map



 Selected Property