

# Contract of Sale of Land

Private (non-Auction) Sale

+

## Vendor Statement

Pursuant to Section 32 Sale of Land Act 1962

### Property:

3 Marshall Court, Hampton Park, Victoria 3976

### Vendor:

Pushpakumara Karunaratne and Dimuthu Waruni Karunaratne

### Purchaser:

### Prepared by:

Allied Conveyancing Services Pty Ltd

Conveyancer's Licence No. 128L

ABN 72 082 961 920

Ref:

DW:JT:23-1363



## Part 1

# Contract of Sale of Land

**Property address:** 3 Marshall Court, Hampton Park, Victoria 3976

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

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

### IMPORTANT NOTICE TO PURCHASERS

#### Cooling-off period

Section 31 of the Sale of Land Act 1962

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

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

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

#### Exceptions

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

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

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

#### Off-the-plan sales

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

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

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

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

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

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

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

The parties may sign by electronic signature.

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

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

**SIGNED BY THE PURCHASER(S)**

On \_\_\_\_ / \_\_\_\_ / 20 \_\_\_\_

X\_\_\_\_\_X\_\_\_\_\_X\_\_\_\_\_

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***Print name of person signing***

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

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

**SIGNED BY THE VENDOR(S)**

On \_\_\_\_ / \_\_\_\_ / 20 \_\_\_\_

X\_\_\_\_\_X\_\_\_\_\_X\_\_\_\_\_

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***Print name of person signing***

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

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

# Particulars of Sale

## VENDOR'S AGENT

Name	Area Specialist	Phone	0416 481 327	Mobile	
Address	481-485 Cheltenham Road, Keysborough, VIC 3173	Email	khaled@areaspecialist.net.au		

## VENDOR

## PRACTITIONER – SOLICITOR/CONVEYANCER

Name	Pushpakumara Karunaratne and Dimuthu Waruni Karunaratne	Name	Allied Conveyancing Services Pty Ltd		
		Address	308 Stephensons Road, Mount Waverley, VIC 3149		
Address	2/34 Mackie Road, Mulgrave, VIC 3170	Contact	Joel Taylor		
		Email	info@alliedgroupservices.com.au		
ACN/ABN		Phone	03 9807 1444	Fax	9781 1143

## PURCHASER

## PRACTITIONER – SOLICITOR/CONVEYANCER

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

## LAND *General conditions 3 and 9*

☒ The land is described in the table below —

Certificate of Title reference		being lot	on plan
Volume 9038	Folio 178	72	98900
Volume	Folio		

OR

☐

The land includes all improvements and fixtures.

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## PROPERTY ADDRESS

The address of the land is:

3 Marshall Court, Hampton Park 3976

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

Goods sold with land are:

☐ Listed in attached schedule.

OR

☒ Listed as follows:

Any building includes all fixed floor coverings, electric light fittings, window furnishings, fittings and fixtures as inspected.

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## PAYMENT

*General condition 11*

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Price: \$

Plus GST: \$ Nil

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

Total price: \$

Payable by purchaser

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Deposit: \$

By / / 20 of which \$ has been paid

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Balance: \$

Payable at settlement

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Foreign resident vendor: ☐ Value \$750,000 or more – see general condition 15(g) & (h)

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## GST

*General condition 13*

☒ **No, because:**

☐ **Yes**

☒ Input taxed sale of eligible residential premises

☐ Purchaser entitled to input tax credit

☐ Not in the course or furtherance of an enterprise

☐ Purchaser NOT entitled to input tax credit

☐ Going concern

☐ Mixed Supply

☐ Farmland used for farming business or sale of subdivided farm land to an associate

☐ Vendor not registered or required to be registered as GST turnover < \$75,000

☐ Margin Scheme applies

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## GST withholding

*Notice is required if taxable supply of residential premises or potential residential land. General condition 13(f)*

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Notice required to be given by vendor ☐ Yes ☒ No

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Withholding required by purchaser ☐ Yes ☒ No

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No withholding for residential premises because:

☒ the premises are not new

☐ the premises were created by substantial renovation

☐ the premises are commercial residential premises

No withholding for potential residential land because:

☐ the land includes a building used for commercial purposes

☐ the purchaser is registered for GST and acquires the property for a creditable purpose

☐ the land is the realisation of a capital asset where the Vendor is not carrying on an enterprise

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## SETTLEMENT

*General condition 10*

Is due on      /      /20

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

- ☐ The above date; or
- ☐ 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

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

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## LEASE

*General conditions 1(a)(iii) and 22*

At settlement the purchaser is:

- ☐ Entitled to vacant possession.

OR

- ☒ **Subject to a lease**, particulars of which are:

- ☒ Attached; or
- ☐ As follows:
- 

## TERMS CONTRACT

*Add special conditions.*

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

- ☐ Yes    ☒ No
- 

## LOAN

*General condition 14(a)-(c)*

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

(Will lapse upon [      ] days (or pursuant to General Condition 14(a)-(c) if none specified)

Lender:

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Loan amount: \$      (not more than)

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## BUILDING & PEST REPORT

*General condition 14(d)-(f)*

This contract is subject to:

- ☐ Building report      (Will lapse upon [      ] days (or pursuant to General Condition 14(d)-(f) if none specified)
- ☐ Pest report      (Will lapse upon [      ] days (or pursuant to General Condition 14(d)-(f) if none specified)
- 

## Special Conditions

- ☐ Yes    ☐ No

1.

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2.

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# DEED OF GUARANTEE OF CONTRACT

(WHERE THE PURCHASER IS A CORPORATE ENTITY)

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THIS DEED dated            day of            20

**BETWEEN**        **Pushpakumara Karunaratne and Dimuthu Waruni Karunaratne of 2/34 Mackie Road, MULGRAVE, Victoria (Vendor)**

**AND**                :  
                         of  
                         (Purchaser)

**AND**                :  
                         of  
                         (Guarantor)

IN CONSIDERATION of the vendor having at the request of the guarantor agreed to sell the land described within the contract of sale to 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 money that is payable or may become payable pursuant thereto, the money 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 contract of sale and has access to a copy thereof and further that this guarantee is given upon and subject to the following conditions:

1. That in the event of the purchaser failing to pay the vendor as and when due the money referred to within the contract the guarantor will immediately pay such money to the vendor;
2. That in the event of the purchaser failing to carry out or perform any of its obligations under the contract the guarantor will immediately carry out and perform the same;
3. 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 money interest and all other money if any payable pursuant to the 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 money or to carry out and perform the obligations herein contained; and
4. 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 money owing to the vendor have been paid and all obligations have been performed.

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# DEED OF GUARANTEE OF CONTRACT

(WHERE THE PURCHASER IS A CORPORATE ENTITY)

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**SIGNED:**        **Pushpakumara Karunaratne and Dimuthu Waruni Karunaratne** of 2/34 Mackie Road,  
MULGRAVE, Victoria (Vendor)

)  
)  
)

Witnessed:

)  
)  
)

Witness name:

**AND**

:  
of  
(Purchaser)

)  
)  
)

Witnessed:

)  
)  
)

Witness name:

**AND**

:  
of  
(Guarantor)

)  
)  
)

Witnessed:

)  
)  
)

Witness name:



## **General Conditions**

*The parties agree that Special Conditions may be added to these General Conditions but these General Conditions shall at all times prevail in the case of any conflict between the General Conditions and the Special Conditions.*

### **CONTENTS**

1. Encumbrances
2. Vendor Warranties
3. Identity of the Land
4. Services
5. Consents
6. Transfer
7. Electronic Settlement
8. Builder Warranty Insurance
9. Off-the-Plan
10. Settlement
11. Payment
12. Stakeholding
13. Goods and Services Tax
14. Loan, Building Report or Pest Report
15. Adjustments
16. Time
17. Service
18. Nominee
19. Liability of signatory
20. Guarantee
21. Notices
22. Lease
23. Loss or damage before settlement
24. Abandoned goods
25. Default
26. Interest
27. Default Notice
28. Rescission Notice
29. Representation and Warranty as to Building

## 1. **Encumbrances**

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- (a) The Purchaser buys the property subject to:
  - (i) Any encumbrance shown in the Vendor Statement other than Mortgages or Caveats; and
  - (ii) Any reservations in the Crown Grant; and
  - (iii) Any lease referred to in the Particulars of Sale.
- (b) The Purchaser indemnifies the Vendor against all obligations under any lease that are to be performed by the Landlord after settlement.
- (c) In this General Condition, the 'Vendor Statement' means a statement required to be given under Section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act

## 2. **Vendor Warranties**

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- (a) The Vendor warrants that the Vendor:
  - (i) Has, or by the due date for settlement will have, the right to sell the land; and
  - (ii) Is under no legal disability; and
  - (iii) Is in possession of the land, either personally or through a tenancy; and
  - (iv) Has not previously sold or granted an option to purchase, agreed to lease or grant a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the Purchaser; and
  - (v) Will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (vi) Will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- (b) The Vendor further warrants the Vendor has no knowledge of any of the following:
  - (i) Public rights of way over the land;
  - (ii) Unregistered Easements over the land;
  - (iii) Lease or other possessory agreement affecting the land;
  - (iv) Notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any Land Tax notices;
  - (v) Legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- (c) The above warranties are subject to any contrary provisions in this Contract and disclosures in the Vendor Statement.
- (d) If Sections 137B and 137C of the *Building Act 1993* apply to this Contract, the Vendor warrants that:
  - (i) All domestic building work carried out in relation to the construction by or on behalf of the Vendor of the home was carried out in a proper and workmanlike manner; and
  - (ii) All materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the Contract, those materials were new.
- (e) Words and phrases used in this General Condition have the same meaning as in the *Building Act 1993*.

## 3. **Identity of the Land**

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

#### **4. Services**

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

#### **5. Consents**

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

#### **6. Transfer**

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- (a) Unless settlement is to be conducted electronically, the transfer of land must be prepared by the Purchaser and delivered to the Vendor at least 10 days before settlement. The delivery of the transfer of land instrument is not acceptance of Title.
- (b) If settlement is to be conducted electronically, the Purchaser must create and sign the transfer of land in the workspace at least 10 days before settlement.
- (c) The Vendor must create the Land Transfer Duties form required for assessment of duty on this transaction within 21 days of the day of sale and must have completed all the information required of the Vendor at least 5 days before settlement

#### **7. Electronic Settlement**

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

#### **8. Builder Warranty Insurance**

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The Vendor agrees to provide prior to settlement, details of any current Builder Warranty Insurance (but not necessarily including supply of any policy if not to hand) relating to the property if requested in writing to do so at least 21 days before settlement.

#### **9. Off the plan**

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- (a) If the land is a lot on an unregistered plan of subdivision and the lot is proposed to be used for residential purposes then if the plan has not been registered or an occupancy permit has not been issued by the Sunset Date specified in the Particulars of Sale:
  - (i) The Purchaser may at any time thereafter, but prior to the plan being registered or an occupancy permit being issued, rescind this Contract by notice in writing;
  - (ii) The Vendor may, prior to the plan being registered or an occupancy permit being issued, rescind this Contract after obtaining the written consent of the Purchaser to the rescission after giving the Purchaser at least 28 days written notice before the proposed rescission, pursuant to s.10B(3) of the *Sale of Land Act 1962*;
  - (iii) Pursuant to s.10F(1) of the *Sale of Land Act 1962*, the Vendor gives the Purchaser notice that:

- (A) The Vendor is required to give notice of a proposed rescission of the Contract under the Sunset Clause; and  
The Purchaser has the right to consent to the proposed rescission of the Contract but is not obliged to consent; and
  - (B) The Vendor has the right to apply to the Supreme Court for an order permitting the Vendor to rescind the Contract; and
  - (C) The Supreme Court may make an order permitting the rescission of the Contract if satisfied that making the order is just and equitable in the circumstances.
- (b) If the land is a lot on an unregistered plan of subdivision and the lot is not proposed to be used for residential purposes then if the plan is not registered by the Sunset Date specified in the Particulars of Sale, either party may at any time thereafter, but prior to the plan being registered, rescind this Contract by notice in writing.
- (c) If this Contract includes the construction of any building on the land, the Purchaser will not be obliged to settle until 14 days after being provided with an occupancy permit in respect of that building.

## 10. Settlement

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- (a) At settlement:
- (i) The Purchaser must pay the balance of purchase moneys; and
  - (ii) The Vendor must:
    - (A) Do all things necessary to enable the Purchaser to become the registered proprietor of the land; and
    - (B) Give either vacant possession or receipt of rents and profits in accordance with the Particulars of Sale; and
    - (C) Ensure that keys and any devices enabling access to the property are made available to the Purchaser.
- (b) The Vendor's obligations under this General Condition continue after settlement;
- (c) Settlement must be conducted between the hours of 9:00 a.m. and 5:00 p.m. unless the parties agree otherwise.

## 11. Payment

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- (a) The Purchaser must pay the deposit:
- (i) To the Vendor's licensed Estate Agent; or
  - (ii) If there is no Estate Agent:
    - (A) To the Vendor's legal representative; or
    - (B) If the Vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the Vendor in the joint names of the Vendor and the Purchaser.
- (b) The Purchaser may, strictly subject to the Vendor's consent, pay the deposit by way of Deposit Bond or Bank Guarantee.
- (c) If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (i) Must not exceed 10% of the purchase price; and
  - (ii) Must be paid to the Vendor's Estate Agent, Legal Practitioner or Conveyancer and held on trust for the Purchaser until the registration of the plan of subdivision.
- (d) The Purchaser must pay all money other than the deposit:
- (i) To the Vendor, or the Vendor's Legal Practitioner or Conveyancer; or
  - (ii) In accordance with the written direction of the Vendor or the Vendor's Legal Practitioner or Conveyancer.
- (e) Payments may be made or tendered:
- (i) By cheque drawn on an authorised deposit taking institution if settlement is not conducted electronically; or
  - (ii) By electronically transferring the payment in the form of cleared funds if settlement is conducted electronically. The Vendor must be satisfied the electronic transfer has taken place and been completed.

## 12. Stakeholding

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- (a) The deposit must not be released until General Condition 14 and any Special Condition benefitting the Purchaser have been satisfied.
- (b) Any objection to the Vendor's Title must be made within 28 of the day of sale.
- (c) If the Vendor gives notice there is no mortgage or caveat, other than a Purchaser's caveat, affecting the land, the stakeholder is authorised to transfer the deposit to the Vendor 28 days after the day of sale provided that:
  - (i) General Condition 12(a) has been satisfied; and
  - (ii) The Purchaser has not made a valid objection to Title.
- (d) The Purchaser agrees it is acceptable for such notice to be provided by the Vendor's supply of a Register Search Statement (Title Search) within the Vendor Statement which forms part of the Contract for the sale of the property.
- (e) If there is a mortgage or caveat, other than a Purchaser's caveat, affecting the land, the stakeholder is authorised to transfer the deposit to the Vendor provided that:
  - (i) General Condition 12(a) has been satisfied; and
  - (ii) The Purchaser has not made a valid objection to Title; and
  - (iii) The Vendor has provided to the Purchaser, reasonable evidence the total amount of secured debts does not exceed 80% of the sale price; and
  - (iv) 28 days have elapsed since the day of sale.

## 13. Goods and Services Tax

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- (a) Unless otherwise provided in the Particulars of Sale or the Special Conditions, the price includes any GST payable by the Vendor.
- (b) Except when the Margin Scheme applies, the Vendor must on or before settlement provide the Purchaser with a Tax Invoice for any GST included in the price.
- (c) This clause applies if 'going concern' is specified in the Particulars of Sale.
  - (i) The Purchaser warrants that it is registered for GST.
  - (ii) The parties agree the Vendor's supply of the property under this Contract is the supply of a going concern under s.38.325 *Goods and Services Tax Act 1999* and the supply is GST for the purposes of that Act.
  - (iii) The Vendor must continue to carry on the enterprise until settlement.
  - (iv) If the Vendor is served with a demand, assessment or any correspondence from the Australian Taxation Office indicating the supply under this Contract is not the supply of a going concern, then upon being served a copy of the demand and a Tax Invoice, the Purchaser shall pay the amount of GST to the Vendor.
- (d) This clause applies if 'farm land used for farming business or sale of subdivided farm land to an associate' is specified in the Particulars of Sale.
  - (i) The Vendor warrants the property is land on which a farming business has been carried on for a period of at least 5 years preceding the date of supply.
  - (ii) The Purchaser warrants the Purchaser intends that a farming business will be carried on after settlement on the property.
  - (iii) If the Vendor is served with a demand, assessment or other correspondence from the Australian Taxation Office indicating the supply under this Contract is not the supply of a farming business then upon being served with a copy of the demand and a Tax Invoice, the Purchaser shall pay the amount of GST to the Vendor.
- (e) This clause applies if 'mixed supply' is specified in the Particulars of Sale.
  - (i) GST is included in the price.
  - (ii) The parties agree the property comprises two components, namely a commercial building and a residential building.
  - (iii) GST is payable by the Vendor on settlement on the value of the commercial building and not the residential building, which is input taxed.
  - (iv) The parties must agree with the value of the commercial and residential components, failing which the Vendor must deliver to the Purchaser before settlement, a copy of a

- valuation by a registered valuer showing the apportionment of values. The cost of providing the valuation is to be shared equally between the Vendor and Purchaser.
- (f) GST Withholding – Residential premises or potential residential land  
The following conditions apply if this sale includes a taxable supply of residential premises or potential residential land as defined in the GST Act:
- (i) Vendor's notice
    - (A) If the Particulars of Sale indicates that no GST Withholding under sub-division 14-E *Taxation Administration Act* 1953 is payable, the Vendor hereby gives notice under s.14-255 that the Purchaser is not required to make a GST Withholding payment under s. 14-250 for the reason indicated in the Particulars of Sale; otherwise:
    - (B) The Vendor shall give the Purchaser notice of the GST Withholding amount and particulars required by s. 14-255 at least 14 days prior to settlement.
  - (ii) Amount to be withheld by the Purchaser
    - (A) Where the Margin Scheme applies, 7% of the purchase price; otherwise:
    - (B) 1/11<sup>th</sup> of the consideration inclusive of GST.
  - (iii) The Purchaser must notify the Australian Taxation Office and obtain a payment reference number to accompany payment.
  - (iv) The Purchaser is to remit the amount withheld to the Australian Taxation Office immediately upon settlement.
  - (v) Vendor to indemnify Purchaser
    - (A) In the event the Purchaser is required to pay the Australian Taxation Office an amount greater than the withheld amount at settlement, the Vendor indemnifies the Purchaser for such additional amount.

#### **14. Loan, Building Report or Pest Report**

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- (a) If the Particulars of Sale specify this Contract is subject to a loan being approved, this Contract is subject to the lender approving the loan on the security of the property within 14 days of the day of sale if not otherwise specified within the Particulars of Sale (the approval date).
- (b) The Vendor may end the Contract after the approval date and before being advised the loan has been approved by giving the Purchaser 2 clear business days notice of its intention to end the Contract unless the Purchaser advises the Vendor in writing before the expiration of those 2 clear business days that the loan has been approved or that the Purchaser no longer relies upon this condition.
- (c) The Purchaser may end the Contract if the loan is not approved by the approval date, but only if the Purchaser:
  - (i) Immediately applied for the loan; and
  - (ii) Did everything reasonably required to obtain loan approval; and
  - (iii) Provides written proof from the intended lender that the loan was not approved; and
  - (iv) Serves written notice ending the Contract on the Vendor within 2 clear business days after the approval date; and
  - (v) Is not in default under any condition of this Contract (including payment of the deposit) when the notice is given.
- (d) If the Particulars of Sale specify this Contract is subject to a Building Report or Pest Report being obtained, this Contract is subject to the Purchaser obtaining the report(s) satisfactory to the Purchaser in relation to the property within 10 days of the day of sale if not otherwise specified within the Particulars of Sale, or any later date agreed to by the Vendor.
- (e) The Purchaser may end the Contract if the satisfactory report is not obtained by the due date, but only if the Purchaser:
  - (i) Immediately requested the report; and
  - (ii) Provides the Vendor with a copy of the report; and
  - (iii) Serves written notice ending the Contract on the Vendor by the due date; and
  - (iv) Is not in default under any other condition of this Contract (including payment of the deposit) when the notice is given; and
  - (v) The Building Report specifies a major structural defect, or the Pest Report reveals a current termite infestation, either of which materially prejudices the Purchaser, acting

reasonably, would not have entered into the Contract if the defect or infestation had been disclosed.

- (f) All deposit money must be immediately refunded to the Purchaser if this Contract is ended in accordance with the general condition.

## 15. Adjustments

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- (a) All periodic outgoings payable by the Vendor including any rent and other income received in respect of the property, must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- (b) The periodic outgoings and rent and other income must be apportioned on the following basis:
  - (i) The Vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
  - (ii) The land is treated as the only land of which the Vendor is the owner (as defined in the *Land Tax Act 2005*); and
  - (iii) The Vendor is taken to own the land as a resident Australian beneficial owner; and
  - (iv) Any personal statutory benefit or burden applicable to either party is disregarded in calculating apportionment.
- (c) The Purchaser is responsible for the preparation of the Statement of Adjustments.
- (d) The Purchaser must provide copies of all certificates and other information used to calculate the adjustments.
- (e) If the Purchaser takes possession of the property prior to settlement pursuant to a Licence Agreement, then adjustments will be calculated from the date of possession.
- (f) If requested by the Vendor, the Purchaser will irrevocably authorise the Vendor to issue legal proceedings in the name of the Purchaser against any Tenant for any amount due by the Tenant to the Vendor pursuant to the lease as at the day of settlement. The Vendor will indemnify the Purchaser in respect to such proceedings.
- (g) If the price is \$750,000 or more, the Purchaser is entitled to deduct 12.5% of the sale price at settlement unless the Vendor provides the Purchaser with a Clearance Certificate issued pursuant to 14-235(2) in Schedule 1 *Taxation Administration Act 1953* (Cth) at least 5 days before settlement.
- (h) The Purchaser must pay any amount deducted pursuant to General Condition 15(g) to the Commissioner pursuant to 14-200 in Schedule 1 *Taxation Administration Act 1953* (Cth) at or immediately following settlement.
- (i) The amount to be adjusted shall not include GST if the party entitled to the adjustment is also entitled to an input tax credit for the GST on the outgoing or has a GST liability on their income.

## 16. Time

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- (a) Time is of the essence of this Contract.
- (b) Time is extended until the next business day if the time for performing any action falls on a Weekend or Bank holiday.
- (c) The parties may agree to reduce or extend the time for performance of any obligation pursuant to this Contract. The agreement shall be binding when confirmed in writing by the parties or their Legal Practitioner or Conveyancer.
- (d) Settlement of this matter is date, not time, specific – subject to the requirements of General Condition 10(c).

## 17. Service

---

- (a) Any document required to be service by or on any party may be served by or on the Legal Practitioner or Conveyancer for that party.
- (b) Any document is sufficiently served if served:
  - (i) Personally; or
  - (ii) By pre-paid post; or
  - (iii) By facsimile; or

- (iv) By email.
- (c) Unless proven otherwise, any document sent by:
  - (i) Express Post is taken to have been served on the second business day after posting;
  - (ii) Priority Post is taken to have been served on the third business day after posting;
  - (iii) Regular Post is taken to have been served on the fifth business day after posting;
  - (iv) Facsimile is taken to have been served at the end of the day on which the document is so faxed;
  - (v) Email is taken to have been served at the time of receipt within the meaning of 13A of the *Electronic Transactions (Victoria) Act 2000*.
- (d) The word 'document' includes any 'demand' or 'notice' and 'service' includes 'give'.

## **18. Nominee**

---

The Purchaser may nominate a substituted or additional transferee, but the named Purchaser remains personally liable for the due performance of all the Purchaser's obligations under the Contract.

## **19. Liability of signatory**

---

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

## **20. Guarantee**

---

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

## **21. Notices**

---

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

## **22. Lease**

---

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

## **23. Loss or damage before settlement**

---

- (a) The Purchaser and/or another person authorised by the Purchaser may inspect the property at any reasonable time and for no longer than 30 minutes during the 7 days preceding and including settlement day. The Purchaser is only entitled to 1 inspection.
- (b) The Vendor carries the risk of loss or damage to the property until settlement or to the date of any early access permitted pursuant to a Licence Agreement. 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.

- (c) If one or more of the goods is not in the same condition it was in on the day of sale at settlement, the Purchaser must not delay settlement but may claim compensation from the Vendor after settlement.

## **24. Abandoned Goods**

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Ownership of any goods owned by the Vendor remaining in the premises or on the property after settlement passes to the Purchaser.

## **25. Default**

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

- (a) At the time of settlement, any interest and costs pursuant to General Conditions 26, 27 and 28; and
- (b) After settlement, compensation for any reasonably foreseeable and quantifiable loss to the other party as a result of the default.

## **26. Interest**

---

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

## **27. Default Notice**

---

- (a) A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest, recover legal costs and claim losses directly occasioned by the default if specifically provided for within the primary contractual document, until the other party is given and fails to comply with a written Default (also including Rescission) Notice.
- (b) The notice must:
  - (i) Specify the particulars of the default; and
  - (ii) State it is the offended party's intention to exercise their rights arising from the default unless, within 14 days of the notice being given:
    - (A) The default is remedied; and
    - (B) Legal costs are paid.
- (c) The party serving the notice may extend performance of the notice in writing.

## **28. Rescission**

---

- (a) If the Contract is ended by rescission notice given by the Purchaser:
  - (i) The Purchaser must be repaid any money paid under the Contract; and
  - (ii) All those amounts are a charge on the land until payment; and
  - (iii) The Purchaser may also seek recovery of any loss otherwise recoverable at law.
- (b) If the Contract is ended by rescission notice given by the Vendor:
  - (i) The deposit of 10% is forfeited to the Vendor as the Vendor's absolute property, whether the deposit has been paid or not; and
  - (ii) The Vendor is entitled to possession of the property; and
  - (iii) In addition to any other remedy, the Vendor may within 1 year of the Contract ending, either:
    - (A) Retain the property and sue for damages for breach of Contract, or
    - (B) Resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and

- (iv) The Vendor may retain any part of the price paid until the Vendor's damages have been determined or quantified and may apply that money towards those damages; and
- (v) Any determination of the Vendor's damages must take into account the amount forfeited to the Vendor.

## **29. Representation and Warranty as to Building**

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The Vendor makes no representations or provides no warranties in respect to the quality or condition of any dwelling, outbuildings or structures. The Vendor makes no representation as to the property's fitness for any particular purpose or that any structures comply with any building regulations. The property is strictly sold as inspected. The Purchaser expressly releases the Vendor from any demands or claims whatsoever in respect thereof.

\*\*\*\*\*

This Statement has been prepared as a legal document and is intended to form part of the primary contractual document for the sale of the land and is suitable to satisfy the Vendor's legal and reporting obligations. This Statement is for information and statements to the Purchaser before the Purchaser signs a Contract to purchase the land and incorporates the requirements of Section 32 of the *Sale of Land Act 1962*.

(Document prepared by Allied Conveyancing Services Pty. Ltd.)

# Vendor Statement

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

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

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

<b>SUBJECT PROPERTY:</b>	3 Marshall Court, Hampton Park 3976	
<b>Vendor's name</b>	Pushpakumara Karunaratne	<b>Date</b> / /
<b>Vendor's signature</b>		
<b>Vendor's name</b>	Dimuthu Waruni Karunaratne	<b>Date</b> / /
<b>Vendor's signature</b>		
<b>Purchaser's name</b>		<b>Date</b> / /
<b>Purchaser's signature</b>		
<b>Purchaser's name</b>		<b>Date</b> / /
<b>Purchaser's signature</b>		

## **NOTICE TO PURCHASER**

### **IN CASE OF DEFAULT OR CHANGE:**

The Vendor gives notice to the Purchaser that in the event the Purchaser fails to complete the purchase of the property on the date specified in the Contract between the Vendor and the Purchaser ('the Contract') for payment of the residue as defined in the Contract ('the due date') the Vendor will or may suffer the following reasonably foreseeable losses and expenses which the Purchaser shall be required to pay to the Vendor in addition to the interest payable in accordance with the terms of the Contract:

- a. All costs associated with obtaining bridging finance to complete the Vendor's purchase of another property and interest charged on such bridging finance;
- b. Interest payable by the Vendor under any existing mortgage over the property;
- c. Accommodation expenses necessarily incurred by the Vendor;
- d. Costs and expenses as between the Vendor's Conveyancer and the Vendor;
- e. Penalties payable by the Vendor to a third party through any delay in completion of the Vendor's purchase;
- f. A fee for rescheduling settlement from the due date and agreed time to such alternative date and time thereafter, set at \$330.00 on each occasion of change.

**This Notice is a fundamental condition of any Contract of Sale for the sale of land described herein.**

# DUE DILIGENCE CHECKLIST FOR HOME AND RESIDENTIAL PROPERTY BUYERS

Consumer Affairs Victoria

## Overview

Before you buy a home or vacant residential land, 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.

All sellers or estate agents must make this checklist available to potential buyers of homes or residential property.

Sellers or estate agents must:

- ensure copies of the due diligence checklist are available to potential buyers at any open for inspection
- include a link to this webpage ([consumer.vic.gov.au/due\\_diligence\\_checklist](http://consumer.vic.gov.au/due_diligence_checklist)) or include a copy on any website maintained by the estate agent or the seller (if no estate agent is acting for the seller).

You can print additional copies of the [Due diligence checklist \(Word, 58KB\)](#).

This page contains additional links to organisations and web pages that can help you learn more.

## Urban living

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.

For more information, visit the [Commercial and industrial noise page on the Environment Protection Authority website](#) and the [Odour page on the Environment Protection Authority website](#).

## Buying into 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.

For more information, view our [Owners corporations section](#) and read the [Statement of advice and information for prospective purchasers and lot owners \(Word, 53KB\)](#).

## Growth areas

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

For more information, visit the [Growth Areas Infrastructure Contribution page on the Department of Environment, Land, Water & Planning website](#).

To find out if a property is within the Melbourne Strategic Assessment area, which has special requirements for biodiversity conservation, use the Obligations in the Biodiversity Conservation Strategy Area tool on the [Department of Environment, Land, Water and Planning - Native Vegetation Information Management website](#).

## Flood and fire risk

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.

For information about fire risk, visit:

- [Bushfire Management Overlay in planning schemes - Department of Environment, Land, Water & Planning website](#)
- [Building in bushfire prone areas - Department of Environment, Land, Water & Planning website](#).

For general information about flood risk, visit the [Australian Flood Risk Information Portal on the Geoscience Australia website](#).

To find out who is responsible for floodplain management in your area, visit the [Catchment management framework page on the Department of Environment, Land, Water & Planning website](#).

Catchment management authority websites:

- [Melbourne Water website](#) - includes floodplain management for Port Phillip and Westernport regions
- [Corangamite Catchment Management Authority website](#)
- [East Gippsland Catchment Management Authority website](#)
- [Glenelg Hopkins Catchment Management Authority website](#)
- [Goulburn Broken Catchment Management Authority website](#)
- [Mallee Catchment Management Authority website](#)
- [North Central Catchment Management Authority website](#)
- [North East Catchment Management Authority website](#)
- [West Gippsland Catchment Management Authority website](#)
- [Wimmera Catchment Management Authority website](#).

## Rural properties

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. For information about what impacts you should expect and how to manage them, visit the [New landholders section on the Agriculture Victoria website](#).
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property. The limitations on clearing and processes for legal clearing are set out on the [Native vegetation page on the Agriculture Victoria website](#).
- Do you understand your obligations to manage weeds and pest animals? Visit the [New landholders section on the Agriculture Victoria website](#).
- Can you build new dwellings? Contact the local council for more information.
- 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? For more information, visit the [Forestry & land use page on the Department of Environment, Land, Water & Planning website](#).

## Earth resource activity, such as mining

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.

For more information, visit the:

- [GeoVic page on the Department of Economic Development, Jobs, Transport and Resources website](#)

- [Information for community and landholders page on the Department of Economic Development, Jobs, Transport and Resources website.](#)

## Soil and groundwater contamination

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.

For information on sites that have been audited for contamination, visit the [Contaminated site management page on the Environment Protection Authority website.](#)

For guidance on how to identify if land is potentially contaminated, see the Potentially Contaminated Land General Practice Note June 2005 on the [Planning Practice Notes page on the Department of Environment, Land, Water & Planning website.](#)

## Land boundaries

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.

For more information, visit the [Property and land titles page on the Department of Environment, Land, Water & Planning website.](#)

## Planning controls affecting 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.

### 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.

The local council can give you advice about planning schemes, as well as details of proposed or current planning permits. For more information, visit the [Planning Schemes Online section on the Department of Environment, Land, Water & Planning website.](#)

A cultural heritage management plan or cultural heritage permit may be required prior to works being undertaken on the property. For help to determine whether a cultural heritage management plan is required for a proposed activity, visit the [Planning and development of land page on the Aboriginal Victoria website.](#)

## Safety

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.

For more information, visit the [Consumers section on the Victorian Building Authority website](#) and the [Energy Safe Victoria website.](#)

## Building permits

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.

For more information about building regulation, visit our [Building and renovating section.](#)

### Aboriginal cultural heritage and building plans

For help to determine whether a cultural heritage management plan is required for a proposed activity, visit the [Planning and development of land page on the Aboriginal Victoria website.](#)

### Insurance cover for recent building or renovation works

Ask the vendor if there is any owner-builder insurance or builder's warranty to cover defects in the work done to the property.

You can find out more about insurance coverage on the [Owner builders page on the Victorian Building Authority website](#) and [Domestic building insurance page on the Victorian Building Authority website.](#)

### 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.

For help choosing an energy retailer, visit the [Victorian Energy Compare website.](#)

For more information, visit the [Choosing a retailer page on the Your Choice website.](#)

For information on possible impacts of easements, visit the [Caveats, covenants and easements page on the Department of Environment, Land, Water and Planning website.](#)

For information on the National Broadband Network (NBN) visit the [NBN Co website.](#)

## Buyers' rights

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.

For more information, view our [Buying property section.](#)

## Professional associations and bodies that may be helpful:

- [Australian Institute of Architects website](#)
- [Association of Consulting Surveyors Victoria website](#)
- [Institute of Surveyors Victoria website](#)
- [Law Institute of Victoria website](#)
- [Real Estate Institute of Victoria website](#)

## 1. FINANCIAL MATTERS

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

The total of all outgoings does not exceed \$3,500.00 p.a.

(a) Their amounts are:

Authority	Amount	Interest (if any)
(1) City of Casey	(1) \$1,800.00	(1)
(2) South East Water	(2) \$800.00	(2)
(3) State Land Tax	(3) \$675.00	(3)
(4)	(4)	(4)

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

	To	
--	----	--

Other particulars (including dates and times of payments):

### 1.3 Terms Contract

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

Not Applicable.

### 1.4 Sale Subject to Mortgage

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

Not Applicable.

## 2. INSURANCE

### 2.1 Damage and Destruction

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

Not Applicable.

### 2.2 Owner Builder

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

Not Applicable.

## 3. LAND USE

### 3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

(b) Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:

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

### 3.2 Road Access

There is NO access to the property by road if the square box is marked with an 'X'

☐

### 3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area within the meaning of regulations made under the *Building Act 1993* if the square box is marked with an 'X'

☐

### 3.4 Planning Scheme

The required specified information is as follows:

Name of planning scheme  
Name of responsible authority  
Zoning of the land  
Name of planning overlay

Casey
Casey City Council
General Residential Zone (Grz)
N/A

## 4. NOTICES

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

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

Not Applicable.

### 4.2 Agricultural Chemicals

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

Nil.

### 4.3 Compulsory Acquisition

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

Nil.

## 5. BUILDING PERMITS

Particulars of any building permit issued under the *Building Act 1993* in the preceding 7 years (required only where there is a residence on the land):

Not Applicable.

## 6. OWNERS CORPORATION

This section 6 only applies if the land is affected by an owners corporation within the meaning of the *Owners Corporations Act 2006*.

Not Applicable.



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

Not applicable.

## 8. SERVICES

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

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

## 9. TITLE

Attached are copies of the following documents:

### 9.1 (a) Registered Title

A Register Search Statement and the document, or part of a document, referred to as the 'diagram location' in that statement which identifies the land and its location.

## 10. SUBDIVISION

### 10.1 Unregistered Subdivision

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

Not Applicable.

### 10.2 Staged Subdivision

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the *Subdivision Act* 1988.

Not Applicable.

### 10.3 Further Plan of Subdivision

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

Not Applicable.

## 11. DISCLOSURE OF ENERGY INFORMATION

*(Disclosure of this information is not required under section 32 of the Sale of Land Act 1962 but may be included in this vendor statement for convenience.)*

Details of any energy efficiency information required to be disclosed regarding a disclosure affected building or disclosure area affected area of a building as defined by the *Building Energy Efficiency Disclosure Act* 2010 (Cth)

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m<sup>2</sup>; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

## ATTACHMENTS

*(Any certificates, documents and other attachments may be annexed to this section)*

*(Additional information may be added to this section where there is insufficient space in any of the earlier sections)*

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

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

Page 1 of 1

VOLUME 09038 FOLIO 178

Security no : 124110004885C  
Produced 24/10/2023 02:36 PM

### LAND DESCRIPTION

Lot 72 on Plan of Subdivision 098900.

PARENT TITLES :

Volume 05901 Folio 084      Volume 08765 Folio 898

Created by instrument LP098900 02/08/1974

### REGISTERED PROPRIETOR

Estate Fee Simple

TENANTS IN COMMON

As to 99 of a total of 100 equal undivided shares

Sole Proprietor

PUSHPAKUMARA KARUNARATNE of 34 MACKIE ROAD MULGRAVE VIC 3170

As to 1 of a total of 100 equal undivided shares

Sole Proprietor

DIMUTHU WARUNI KARUNARATNE of 34 MACKIE ROAD MULGRAVE VIC 3170

AJ110745J 03/08/2011

### ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AQ308584T 04/10/2017

HSBC BANK AUSTRALIA 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 or imaged folio set out under DIAGRAM LOCATION below.

### DIAGRAM LOCATION

SEE LP098900 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: 3 MARSHALL COURT HAMPTON PARK VIC 3976

### ADMINISTRATIVE NOTICES

NIL

eCT Control 18478R FIRST LEGAL

Effective from 04/10/2017

DOCUMENT END

# Imaged Document Cover Sheet

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Document Identification	<b>LP098900</b>
Number of Pages (excluding this cover sheet)	<b>1</b>
Document Assembled	<b>24/10/2023 14:37</b>

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NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL DOCUMENT OF THE REGISTER.

LP 98900

EDITION 1

APPROVED 5 12 174

PLAN OF SUBDIVISION OF PART OF CROWN PORTION 38 PARISH OF EUMEMMERRING COUNTY OF MORNINGTON	APPROPRIATIONS	ENCUMBRANCES & NOTATIONS
	Drainage & sewerage... Blue Way, drainage & ... Brown Sewerage	Reference marks, shown thus R.M. are 12"x1" gal iron pipes Drainage & sewerage easements, coloured blue are 8 feet wide, unless shown otherwise Lots 1 to 63, all inclusive, have been omitted from this plan The land coloured yellow is an implied easement of drainage & sewerage Sec L.P.83067

Measurements are in Feet & Inches

Conversion Factor

FEET X 0.3048 = METRES

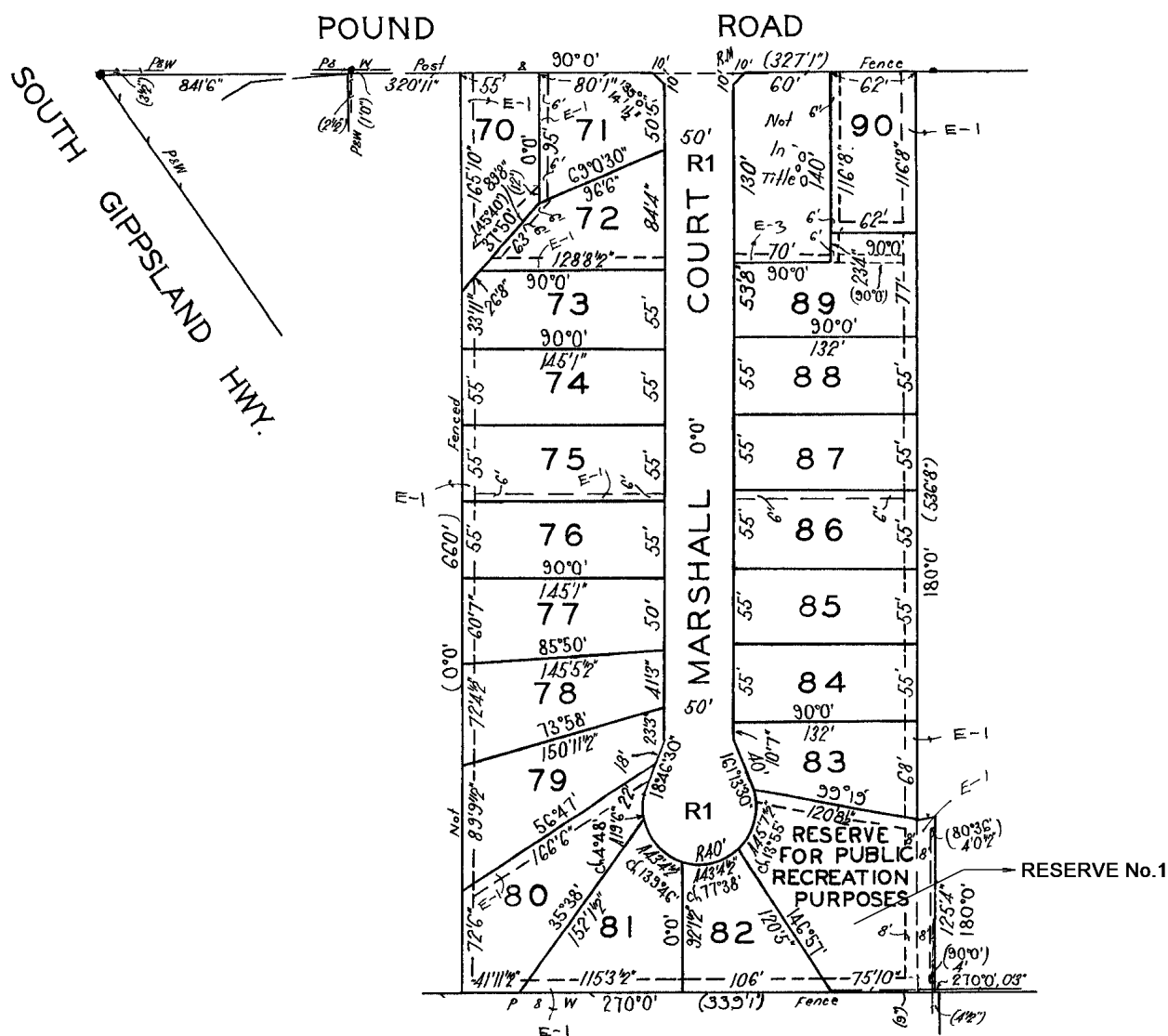
# COLOUR CONVERSION

BLUE = E-1

BROWN = R1

YELLOW = E-3

Vol 8765 Fol 898  
5901 084



## PROPERTY DETAILS

Address: **3 MARSHALL COURT HAMPTON PARK 3976**

Lot and Plan Number: **Lot 72 LP98900**

Standard Parcel Identifier (SPI): **72\LP98900**

Local Government Area (Council): **CASEY**

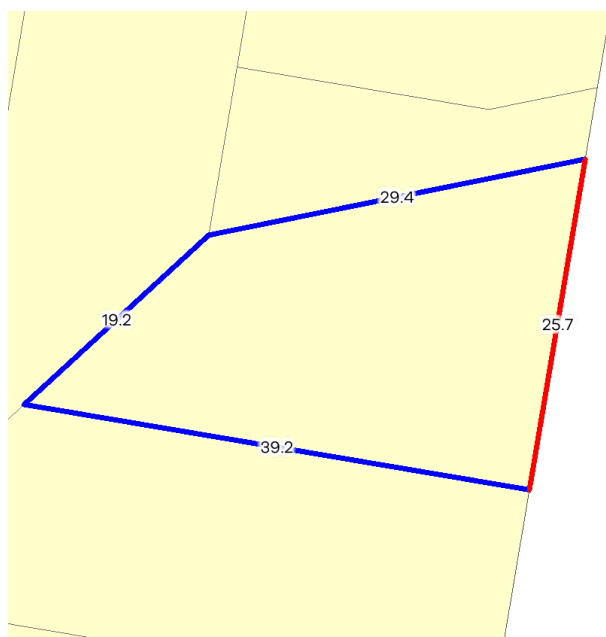
Council Property Number: **41574**

Directory Reference: **Melway 96 C6**

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

## SITE DIMENSIONS

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



**Area:** 650 sq. m

**Perimeter:** 114 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.

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

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **South East Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **AUSNET**

## STATE ELECTORATES

Legislative Council: **SOUTH-EASTERN METROPOLITAN**

Legislative Assembly: **NARRE WARREN SOUTH**

## PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to address duplication with the Planning Property Reports which are DELWP's authoritative source for all Property Planning information.

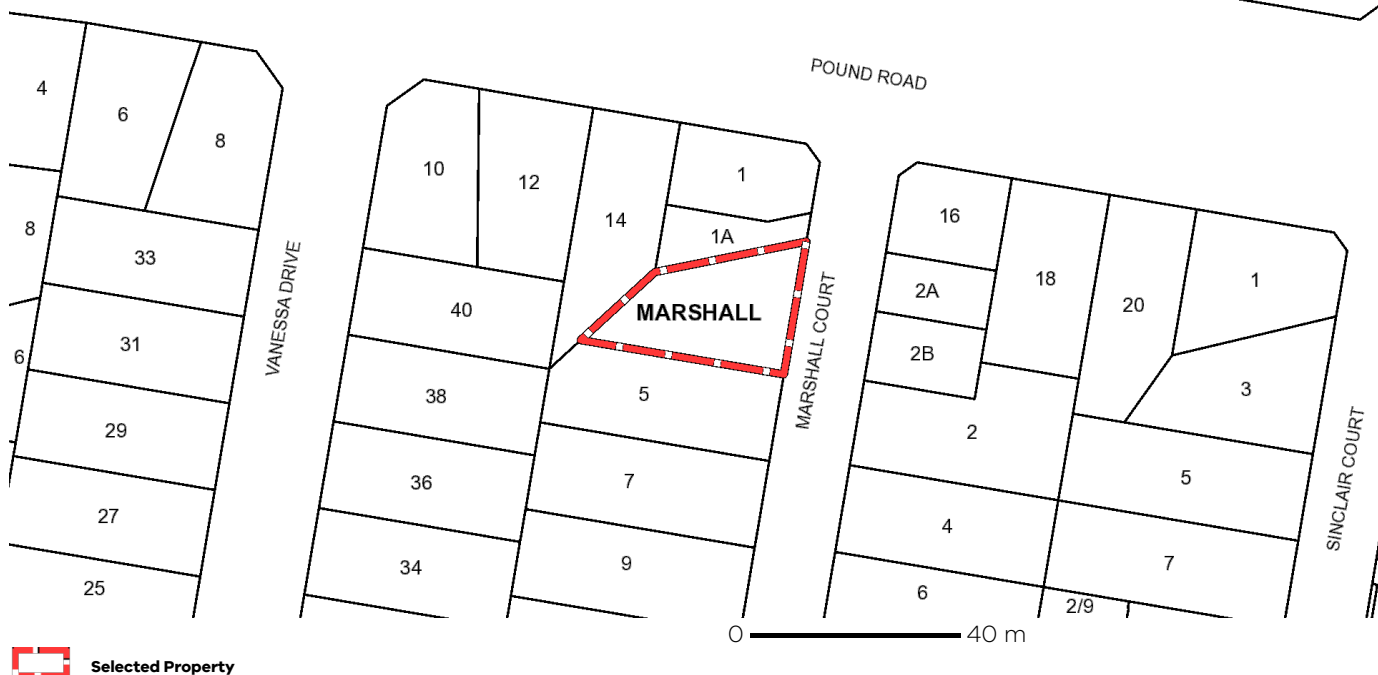
The Planning Property Report for this property can found here - [Planning Property Report](#)

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>

## Area Map



# PLANNING PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 24 October 2023 02:38 PM

## PROPERTY DETAILS

Address: **3 MARSHALL COURT HAMPTON PARK 3976**  
Lot and Plan Number: **Lot 72 LP98900**  
Standard Parcel Identifier (SPI): **72\LP98900**  
Local Government Area (Council): **CASEY**  
Council Property Number: **41574**  
Planning Scheme: **Casey**  
Directory Reference: **Melway 96 C6**

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

[Planning Scheme - Casey](#)

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **SOUTH-EASTERN METROPOLITAN**  
Legislative Assembly: **NARRE WARREN SOUTH**

## OTHER

Registered Aboriginal Party: **Bunurong Land Council Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

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

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



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

## Planning Overlay

None affecting this land - there are overlays in the vicinity

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

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

[SPECIAL BUILDING OVERLAY \(SBO\)](#)



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

## Further Planning Information

Planning scheme data last updated on 19 October 2023.

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

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

For details of surrounding properties, use this service to get the Reports for properties of interest.

To view planning zones, overlay and heritage information in an interactive format visit <https://mapshare.maps.vic.gov.au/vicplan>

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



## 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 the region 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 Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](#) or please contact your relevant council.

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

**32.08**31/07/2018  
VC148**GENERAL RESIDENTIAL ZONE**

Shown on the planning scheme map as **GRZ** , **R1Z** , **R2Z** or **R3Z** with a number (if shown).

**Purpose**

To implement the Municipal Planning Strategy and the Planning Policy Framework.

To encourage development that respects the neighbourhood character of the area.

To encourage a diversity of housing types and housing growth particularly in locations offering good access to services and transport.

To allow educational, recreational, religious, community and a limited range of other non-residential uses to serve local community needs in appropriate locations.

**32.08-1**27/03/2017  
VC110**Neighbourhood character objectives**

A schedule to this zone may contain neighbourhood character objectives to be achieved for the area.

**32.08-2**20/09/2023  
VC242**Table of uses****Section 1 - Permit not required**

Use	Condition
<b>Automated collection point</b>	Must meet the requirements of Clause 52.13-3 and 52.13-5.  The gross floor area of all buildings must not exceed 50 square metres.
<b>Bed and breakfast</b>	No more than 10 persons may be accommodated away from their normal place of residence.  At least 1 car parking space must be provided for each 2 persons able to be accommodated away from their normal place of residence.
<b>Community care accommodation</b>	Must meet the requirements of Clause 52.22-2.
<b>Dependent person's unit</b>	Must be the only dependent person's unit on the lot.
<b>Domestic animal husbandry (other than Domestic animal boarding)</b>	Must be no more than 2 animals.
<b>Dwelling (other than Bed and breakfast)</b> <b>Home based business</b> <b>Informal outdoor recreation</b>	
<b>Medical centre</b>	The gross floor area of all buildings must not exceed 250 square metres.  Must not require a permit under Clause 52.06-3.  The site must adjoin, or have access to, a road in a Transport

Use	Condition
	Zone 2 or a Transport Zone 3.
<b>Place of worship</b>	The gross floor area of all buildings must not exceed 250 square metres. The site must adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3.
<b>Racing dog husbandry</b>	Must be no more than 2 animals.
<b>Railway</b> <b>Residential aged care facility</b>	
<b>Rooming house</b>	Must meet the requirements of Clause 52.23-2.
<b>Tramway</b>	
<b>Any use listed in Clause 62.01</b>	Must meet the requirements of Clause 62.01.
<b>Section 2 - Permit required</b>	

Use	Condition
<b>Accommodation (other than Community care accommodation, Dependent person's unit, Dwelling, Residential aged care facility and Rooming house)</b> <b>Agriculture (other than Animal production, Animal training, Apiculture, Domestic animal husbandry, Horse husbandry and Racing dog husbandry)</b>	
<b>Car park</b>	Must be used in conjunction with another use in Section 1 or 2.
<b>Car wash</b>	The site must adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3.
<b>Convenience restaurant</b>	The site must adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3.
<b>Convenience shop</b>	
<b>Domestic animal husbandry (other than Domestic animal boarding) – if the Section 1</b>	Must be no more than 5 animals.

Use	Condition
condition is not met	
<b>Food and drink premises (other than Convenience restaurant and Take away food premises)</b> <b>Grazing animal production</b> <b>Leisure and recreation (other than Informal outdoor recreation and Motor racing track)</b> <b>Market</b>	
<b>Office (other than Medical centre)</b>	The use must be associated with a use or development to which clause 53.23 (Significant residential development with affordable housing) applies.
<b>Place of assembly (other than Amusement parlour, Carnival, Cinema based entertainment facility, Circus, Nightclub and Place of worship)</b> <b>Plant nursery</b>	
<b>Retail premises (other than Convenience shop, Food and drink premises, Market and Plant nursery)</b>	The use must be associated with a use or development to which clause 53.23 (Significant residential development with affordable housing) applies.
<b>Service station</b>	<p>The site must either:</p> <ul style="list-style-type: none"> <li>▪ Adjoin a commercial zone or industrial zone.</li> <li>▪ Adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3.</li> </ul> <p>The site must not exceed either:</p> <ul style="list-style-type: none"> <li>▪ 3000 square metres.</li> <li>▪ 3600 square metres if it adjoins on two boundaries a road in a Transport Zone 2 or a Transport Zone 3.</li> </ul>
<b>Store</b>	Must be in a building, not a dwelling, and used to store equipment, goods, or motor vehicles used in conjunction with the occupation of a resident of a dwelling on the lot.
<b>Take away food premises</b>	The site must adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3.

Use	Condition
-----	-----------

Utility installation (other than Minor utility installation and Telecommunications facility)

Any other use not in Section 1 or 3

### Section 3 – Prohibited

Use
-----

Amusement parlour

Animal production (other than Grazing animal production)

Animal training

Brothel

Cinema based entertainment facility

Domestic animal boarding

Extractive industry

Horse husbandry

Industry (other than Automated collection point and Car wash)

Motor racing track

Nightclub

Saleyard

Transport terminal

Warehouse (other than Store)

## 32.08-3

31/07/2018  
VC148

### Subdivision

#### Permit requirement

A permit is required to subdivide land.

An application to subdivide land that would create a vacant lot less than 400 square metres capable of development for a dwelling or residential building, must ensure that each vacant lot created less than 400 square metres contains at least 25 percent as garden area. This does not apply to a lot created by an application to subdivide land where that lot is created in accordance with:

- An approved precinct structure plan or an equivalent strategic plan;
- An incorporated plan or approved development plan; or
- A permit for development.

An application to subdivide land, other than an application to subdivide land into lots each containing an existing dwelling or car parking space, must meet the requirements of Clause 56 and:

- Must meet all of the objectives included in the clauses specified in the following table.
- Should meet all of the standards included in the clauses specified in the following table.

Class of subdivision	Objectives and standards to be met
60 or more lots	All except Clause 56.03-5.
16 – 59 lots	All except Clauses 56.03-1 to 56.03-3, 56.03-5, 56.06-1 and 56.06-3.
3 – 15 lots	All except Clauses 56.02-1, 56.03-1 to 56.03-4, 56.05-2, 56.06-1, 56.06-3 and 56.06-6.
2 lots	Clauses 56.03-5, 56.04-2, 56.04-3, 56.04-5, 56.06-8 to 56.09-2.

### VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Information requirements and decision guidelines
Subdivide land to realign the common boundary between 2 lots where: <ul style="list-style-type: none"> <li>▪ The area of either lot is reduced by less than 15 percent.</li> <li>▪ The general direction of the common boundary does not change.</li> </ul>	Clause 59.01
Subdivide land into lots each containing an existing building or car parking space where: <ul style="list-style-type: none"> <li>▪ The buildings or car parking spaces have been constructed in accordance with the provisions of this scheme or a permit issued under this scheme.</li> <li>▪ An occupancy permit or a certificate of final inspection has been issued under the Building Regulations in relation to the buildings within 5 years prior to the application for a permit for subdivision.</li> </ul>	Clause 59.02
Subdivide land into 2 lots if: <ul style="list-style-type: none"> <li>▪ The construction of a building or the construction or carrying out of works on the land: <ul style="list-style-type: none"> <li>▪ Has been approved under this scheme or by a permit issued under this scheme and the permit has not expired.</li> <li>▪ Has started lawfully.</li> </ul> </li> <li>▪ The subdivision does not create a vacant lot.</li> </ul>	Clause 59.02

## 32.08-4 Construction or extension of a dwelling or residential building

15/05/2018  
VC143

### Minimum garden area requirement

An application to construct or extend a dwelling or residential building on a lot must provide a minimum garden area as set out in the following table:

Lot size	Minimum percentage of a lot set aside as garden area
400 - 500 sqm	25%
Above 500 - 650 sqm	30%
Above 650 sqm	35%

This does not apply to:

- An application to construct or extend a dwelling or residential building if specified in a schedule to this zone as exempt from the minimum garden area requirement;
- An application to construct or extend a dwelling or residential building on a lot if:
  - The lot is designated as a medium density housing site in an approved precinct structure plan or an approved equivalent strategic plan;
  - The lot is designated as a medium density housing site in an incorporated plan or approved development plan; or
- An application to alter or extend an existing building that did not comply with the minimum garden area requirement of Clause 32.08-4 on the approval date of Amendment VC110.

## 32.08-5 Construction and extension of one dwelling on a lot

26/09/2023  
VC246

### Permit requirement

A permit is required to construct or extend one dwelling on a lot less than 300 square metres.

A permit is required to construct or extend a front fence within 3 metres of a street if the fence is associated with one dwelling on a lot less than 300 square metres and the fence exceeds the maximum height specified in Clause 54.06-2.

A development must meet the requirements of Clause 54.

### No permit required

No permit is required to:

- Construct or carry out works normal to a dwelling.
- Construct or extend an out-building (other than a garage or carport) on a lot provided the gross floor area of the out-building does not exceed 10 square metres and the maximum building height is not more than 3 metres above ground level.
- Make structural changes to a dwelling provided the size of the dwelling is not increased or the number of dwellings is not increased.

### VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Information requirements and decision guidelines
<p>Construct or extend a dwelling on a lot less than 300 square metres if the development meets the minimum garden area requirement of Clause 32.08-4 and the requirements in the following standards of Clause 54:</p> <ul style="list-style-type: none"> <li>▪ A3 Street setback.</li> <li>▪ A10 Side and rear setbacks.</li> <li>▪ A11 Walls on boundaries.</li> <li>▪ A12 Daylight to existing windows.</li> <li>▪ A13 North-facing windows.</li> <li>▪ A14 Overshadowing open space.</li> <li>▪ A15 Overlooking.</li> </ul> <p>For the purposes of this class of VicSmart application, the Clause 54 standards specified above are mandatory.</p> <p>If a schedule to the zone specifies a requirement of a standard different from a requirement set out in the Clause 54 standard, the requirement in the schedule to the zone applies and must be met.</p>	<p>Clause 59.14</p>
<p>Construct or extend a front fence within 3 metres of a street if the fence is associated with one dwelling on a lot less than 300 square metres.</p>	<p>Clause 59.03</p>

**32.08-6**  
20/12/2021  
VC174

## **Construction and extension of two or more dwellings on a lot, dwellings on common property and residential buildings**

### **Permit requirement**

A permit is required to:

- Construct a dwelling if there is at least one dwelling existing on the lot.
- Construct two or more dwellings on a lot.
- Extend a dwelling if there are two or more dwellings on the lot.
- Construct or extend a dwelling if it is on common property.
- Construct or extend a residential building.

A permit is required to construct or extend a front fence within 3 metres of a street if:

- The fence is associated with 2 or more dwellings on a lot or a residential building, and
- The fence exceeds the maximum height specified in Clause 55.06-2.

A development must meet the requirements of Clause 55. This does not apply to a development of five or more storeys, excluding a basement.

An apartment development of five or more storeys, excluding a basement, must meet the requirements of Clause 58.

A permit is not required to construct one dependent person's unit on a lot.



## VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Information requirements and decision guidelines
Construct or extend a front fence within 3 metres of a street if the fence is associated with 2 or more dwellings on a lot or a residential building.	Clause 59.03

## Transitional provisions

Clause 55 of this scheme, as in force immediately before the approval date of Amendment VC136, continues to apply to:

- An application for a planning permit lodged before that date.
- An application for an amendment of a permit under section 72 of the Act, if the original permit application was lodged before that date.

Clause 58 does not apply to:

- An application for a planning permit lodged before the approval date of Amendment VC136.
- An application for an amendment of a permit under section 72 of the Act, if the original permit application was lodged before the approval date of Amendment VC136.

Clauses 55 and 58 of this scheme, as in force immediately before the approval date of Amendment VC174, continue to apply to:

- An application for a planning permit lodged before that date.
- An application for an amendment of a permit under section 72 of the Act, if the original permit application was lodged before that date.

### 32.08-7 Requirements of Clause 54 and Clause 55

27/03/2017  
VC110

A schedule to this zone may specify the requirements of:

- Standards A3, A5, A6, A10, A11, A17 and A20 of Clause 54 of this scheme.
- Standards B6, B8, B9, B13, B17, B18, B28 and B32 of Clause 55 of this scheme.

If a requirement is not specified in a schedule to this zone, the requirement set out in the relevant standard of Clause 54 or Clause 55 applies.

### 32.08-8 Residential aged care facility

26/10/2018  
VC152

#### Permit requirements

A permit is required to construct a building or construct or carry out works for a residential aged care facility.

A development must meet the requirements of Clause 53.17 - Residential aged care facility.

### 32.08-9 Buildings and works associated with a Section 2 use

04/12/2020  
VC180

A permit is required to construct a building or construct or carry out works for a use in Section 2 of Clause 32.08-2.

### VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Information requirements and decision guidelines
<p>Construct a building or construct or carry out works where:</p> <ul style="list-style-type: none"> <li>• The building or works are not associated with a dwelling, primary school or secondary school and have an estimated cost of up to \$100,000; or</li> <li>• The building or works are associated with a primary school or secondary school and have an estimated cost of up to \$500,000; and</li> <li>• The requirements in the following standards of Clause 54 are met, where the land adjoins land in a residential zone used for residential purposes: <ul style="list-style-type: none"> <li>• A10 Side and rear setbacks.</li> <li>• A11 Walls on boundaries.</li> <li>• A12 Daylight to existing windows.</li> <li>• A13 North-facing windows.</li> <li>• A14 Overshadowing open space.</li> <li>• A15 Overlooking.</li> </ul> </li> </ul> <p>For the purposes of this class of VicSmart application, the Clause 54 standards specified above are mandatory.</p> <p>If a schedule to the zone specifies a requirement of a standard different from a requirement set out in the Clause 54 standard, the requirement in the schedule to the zone applies and must be met.</p>	<p>Clause 59.04</p>

### 32.08-10 Maximum building height requirement for a dwelling or residential building

26/10/2018  
VC152

A building must not be constructed for use as a dwelling or a residential building that:

- exceeds the maximum building height specified in a schedule to this zone; or
- contains more than the maximum number of storeys specified in a schedule to this zone.

If no maximum building height or maximum number of storeys is specified in a schedule to this zone:

- the building height must not exceed 11 metres; and
- the building must contain no more than 3 storeys at any point.

A building may exceed the applicable maximum building height or contain more than the applicable maximum number of storeys if:

- It replaces an immediately pre-existing building and the new building does not exceed the building height or contain a greater number of storeys than the pre-existing building.
- There are existing buildings on both abutting allotments that face the same street and the new building does not exceed the building height or contain a greater number of storeys than the lower of the existing buildings on the

abutting allotments.

- It is on a corner lot abutted by lots with existing buildings and the new building does not exceed the building height or contain a greater number of storeys than the lower of the existing buildings on the abutting allotments.
- It is constructed pursuant to a valid building permit that was in effect prior to the introduction of this provision.

An extension to an existing building may exceed the applicable maximum building height or contain more than the applicable maximum number of storeys if it does not exceed the building height of the existing building or contain a greater number of storeys than the existing building.

A building may exceed the maximum building height by up to 1 metre if the slope of the natural ground level, measured at any cross section of the site of the building wider than 8 metres, is greater than 2.5 degrees.

A basement is not a storey for the purposes of calculating the number of storeys contained in a building.

The maximum building height and maximum number of storeys requirements in this zone or a schedule to this zone apply whether or not a planning permit is required for the construction of a building.

### **Building height if land is subject to inundation**

If the land is in a Special Building Overlay, Land Subject to Inundation Overlay or is land liable to inundation the maximum building height specified in the zone or schedule to the zone is the vertical distance from the minimum floor level determined by the relevant drainage authority or floodplain management authority to the roof or parapet at any point.

## **32.08-11 Application requirements**

26/10/2018  
VC152

An application must be accompanied by the following information, as appropriate:

- For a residential development of four storeys or less, the neighbourhood and site description and design response as required in Clause 54 and Clause 55.
- For an apartment development of five or more storeys, an urban context report and design response as required in Clause 58.01.
- For an application for subdivision, a site and context description and design response as required in Clause 56.
- Plans drawn to scale and dimensioned which show:
  - Site shape, size, dimensions and orientation.
  - The siting and use of existing and proposed buildings.
  - Adjacent buildings and uses.
  - The building form and scale.
  - Setbacks to property boundaries.
- The likely effects, if any, on adjoining land, including noise levels, traffic, the hours of delivery and despatch of goods and materials, hours of operation and light spill, solar access and glare.
- Any other application requirements specified in a schedule to this zone.

If in the opinion of the responsible authority an application requirement is not relevant to the evaluation of an application, the responsible authority may waive or reduce the requirement.

## **32.08-12 Exemption from notice and review**

26/10/2018  
VC152

### **Subdivision**

An application to subdivide land into lots each containing an existing dwelling or car parking space is exempt from the notice requirements of section 52(1)(a), (b) and (d), the decision requirements of section 64(1), (2) and (3) and the review rights of section 82(1) of the Act.

**32.08-13 Decision guidelines**

24/01/2020  
VC160

Before deciding on an application, in addition to the decision guidelines in Clause 65, the responsible authority must consider, as appropriate:

**General**

- The Municipal Planning Strategy and the Planning Policy Framework.
- The purpose of this zone.
- The objectives set out in a schedule to this zone.
- Any other decision guidelines specified in a schedule to this zone.
- The impact of overshadowing on existing rooftop solar energy systems on dwellings on adjoining lots in a General Residential Zone, Mixed Use Zone, Neighbourhood Residential Zone, Residential Growth Zone or Township Zone.

**Subdivision**

- The pattern of subdivision and its effect on the spacing of buildings.
- For subdivision of land for residential development, the objectives and standards of Clause 56.

**Dwellings and residential buildings**

- For the construction and extension of one dwelling on a lot, the objectives, standards and decision guidelines of Clause 54.
- For the construction and extension of two or more dwellings on a lot, dwellings on common property and residential buildings, the objectives, standards and decision guidelines of Clause 55. This does not apply to an apartment development of five or more storeys, excluding a basement.
- For the construction and extension of an apartment development of five or more storeys, excluding a basement, the objectives, standards and decisions guidelines of Clause 58.

**Non-residential use and development**

- Whether the use or development is compatible with residential use.
- Whether the use generally serves local community needs.
- The scale and intensity of the use and development.
- The design, height, setback and appearance of the proposed buildings and works.
- The proposed landscaping.
- The provision of car and bicycle parking and associated accessways.
- Any proposed loading and refuse collection facilities.
- The safety, efficiency and amenity effects of traffic to be generated by the proposal.

**32.08-14 Signs**

26/10/2018  
VC152

Sign requirements are at Clause 52.05. This zone is in Category 3.

**32.08-15 Transitional provisions**

26/10/2018  
VC152

The minimum garden area requirements of Clause 32.08-4 and the maximum building height and number of storeys requirements of Clause 32.08-9 introduced by Amendment VC110 do not apply to:

- A planning permit application for the construction or extension of a dwelling or residential building lodged before the approval date of Amendment VC110.
- Where a planning permit is not required for the construction or extension of a dwelling or residential building:
  - A building permit issued for the construction or extension of a dwelling or residential building before the approval date of Amendment VC110.
  - A building surveyor has been appointed to issue a building permit for the construction or extension of a dwelling or residential building before the approval date of Amendment VC110. A building permit must be issued within 12 months of the approval date of Amendment VC110.
  - A building surveyor is satisfied, and certifies in writing, that substantial progress was made on the design of the construction or extension of a dwelling or residential building before the approval date of Amendment VC110. A building permit must be issued within 12 months of the approval date of Amendment VC110.

The minimum garden area requirement of Clause 32.08-3 introduced by Amendment VC110 does not apply to a planning permit application to subdivide land for a dwelling or a residential building lodged before the approval date of Amendment VC110.

**LJ Hooker Hampton Park**

Shop 20, 166 Somerville Road,  
Hampton Park, VIC 3976

P: 03 9702 8388

E: hamptonpark@ljhooker.com.au

ABN: 66 146 533 922



# Residential Rental Agreement

for

3 Marshall Court, Hampton Park VIC 3976

This agreement is between **Pushpakumara & Dimuthu Karunaratne**  
and **Khisro Khan, Sana Khan.**

# Residential Rental Agreement of no more than 5 years

Residential Tenancies Act 1997 Section 26(1)

Regulation 10(1)

## Part A - General

This agreement is between the residential rental provider (rental provider) and the renter listed on this form.

### 1. Date of agreement

This is the date the agreement is signed

Fri 28/10/2022

If the agreement is signed by the parties on different days, the date of the agreement is the date the last person signs the agreement.

### 2. Premises let by the rental provider

Address of premises

3 Marshall Court, Hampton Park VIC

Postcode 3976

### 3. Rental provider details

Full name or company  
name of rental  
provider

Pushpakumara & Dimuthu Karunaratne

Address (if no agent is  
acting for the rental  
provider)

Postcode

Phone number

ACN (if applicable)

Email address

#### Rental provider's agent details (if applicable)

Full name

LJ Hooker Hampton Park

Address

Shop 20, 166 Somerville Road, Hampton Park, VIC

Postcode 3976

Phone number

03 9702 8388

ACN (if applicable)

146 533 922

Email address

hamptonpark@ljhooker.com.au

**Note:** The rental provider must notify the renter within 7 days if any of this information changes.

#### 4. Renter details

Each renter that is a party to the agreement must provide their details here.

Full name of **renter 1**

Current Address:  **Postcode**

Phone number:

Email:

Full name of **renter 2**

Current Address:  **Postcode**

Phone number:

Email:

Full name of **renter 3**

Current Address:  **Postcode**

Phone number:

Email:

Full name of **renter 4**

Current Address:  **Postcode**

Phone number:

Email:

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#### 5. Length of the agreement

☒ Fixed term agreement      Start date

(this is the date the agreement starts  
and you may move in)

End date

☐ Periodic agreement  
(monthly)      Start date



**Note:** If a fixed term agreement ends and the renter and rental provider do not enter into a new fixed term agreement, and the renter continues to occupy the premises, a periodic (e.g. month by month) residential rental agreement will be formed.

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## 6. Rent

Rent amount(\$) (payable in advance)	<input type="text" value="1651.00"/>
To be paid per	<input type="checkbox"/> week <input type="checkbox"/> fortnight <input checked="" type="checkbox"/> calendar month
Day rent is to be paid (e.g. each Thursday or the 11th of each month)	<input type="text" value="5th day of each month"/>
Date first rent payment due	<input type="text" value="Sat 05/11/2022"/>

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## 7. Bond

The renter has been asked to pay the bond specified below.

Unless the rent is greater than \$900 (per week), the maximum bond is one month's rent. In some cases, the rental provider may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit. The rental provider or their agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA). The bond must be lodged within 10 business days after receiving payment. The RTBA will send the renter a receipt for the bond.

If the renter does not receive a receipt within 15 business days from when they paid the bond, they may — email [rtba@justice.vic.gov.au](mailto:rtba@justice.vic.gov.au), or call the RTBA on 1300 13 71 64

Rental bond amount(\$)	<input type="text" value="1651"/>
Date bond payment due	<input type="text" value="Sat 05/11/2022"/>

## Part B – Standard terms

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### 8. Rental provider's preferred method of rent payment

**Note:** The rental provider must permit a fee-free (other than the renter's own bank fees) payment method and must allow the renter to use Centrepay or another form of electronic funds transfer.

**Note:** The renter is entitled to receive a receipt from the rental provider confirming payment of rent.

(Rental provider to tick permitted methods of rent payment)

☐ direct debit    ☐ bank deposit    ☐ cash    ☐ cheque    ☐ money order    ☒ BPay

☐ other electronic form of payment, including Centrepay

Payment details (if applicable)

Bill Code: 800003  
BPAY REF: 100014095292238

9. Service of notices and other documents by electronic methods

Electronic service of documents must be in accordance with the requirements of the *Electronic Transactions (Victoria) Act 2000*.

Just because someone responds to an email or other electronic communications does not mean they have consented to the service of notices and other documents by electronic methods.

The rental provider and renter must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.

The rental provider and renter must immediately notify the other party in writing if their contact details change.

9.1 Does the rental provider agree to the service of notices and other documents by electronic methods such as email?

The rental provider must complete this section before giving the agreement to the renter.  
(Rental provider to tick as appropriate)

☒ Yes

Olivia Ferguson: olivia.ferguson@ljhcasey.com.au

☐ No

9.2 Does the renter agree to the service of notices and other documents by electronic methods such as email?

(Renter to tick as appropriate)

Renter 1

☒ Yes

Khisro Khan: imkhisro\_khan@yahoo.com

☐ No

Renter 2

☒ Yes

Sana Khan: sanakhisro@yahoo.com

☐ No

Renter 3

☐ Yes

☐ No

Renter 4

☐ Yes

☐ No

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## 10. Urgent repairs

- The rental provider must ensure that the rental property is provided and maintained in good repair.
- If there is a need for an urgent repair, the renter should notify the rental provider in writing.

For further information on seeking repairs see **Part D** (below).

Details of person the renter should contact for an urgent repair  
(rental provider to insert details)

Emergency contact name

LJ Hooker Hampton Park

Emergency phone number

(03) 9702 8388

Emergency email address

hamptonpark@ljhooker.com.au

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## 11. Professional cleaning

The rental provider must not require the renter to arrange professional cleaning or cleaning to a professional standard at the end of the tenancy unless —

- professional cleaning or cleaning to a professional standard was carried out to the rented premises immediately before the start of the tenancy and the renter was advised that professional cleaning or cleaning to a professional standard had been carried out to those premises immediately before the start of the tenancy; or
- professional cleaning or cleaning to a professional standard is required to restore the rented premises to the same condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

The renter must have all or part of the rented premises professionally cleaned, or pay the cost of having all or part of the rented premises professional cleaned, if professional cleaning becomes required to restore the premises to the condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

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## 12. Owners corporation

Do owners corporation rules apply to the premises?

*If yes, the rental provider must attach a copy of the rules to this agreement.*

(Rental provider to tick as appropriate)

☒ No

☐ Yes

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## 13. Condition report

The renter must be given 2 copies of the condition report (or one emailed copy) on or before the date the renter moves into the rented premises.

(rental provider to tick as appropriate)

☐ The condition report has been provided

☒ The condition report will be provided to the renter on or before the date the agreement starts

### 14 Electrical safety activities

- (a) The rental provider must ensure an electrical safety check of all electrical installations, appliances and fittings provided by a rental provider in the rented premises is conducted every 2 years by a licensed or registered electrician and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
  - (b) If an electrical safety check of the rented premises has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange an electrical safety check as soon as practicable.
- 

### 15 Gas safety activities

This safety-related activity only applies if the rented premises contains any appliances, fixtures or fittings which use or supply gas.

- (a) The rental provider must ensure that a gas safety check of all gas installations and fittings in the rented premises is conducted every 2 years by a licensed or registered gasfitter and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
  - (b) If a gas safety check has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange a gas safety check as soon as practicable.
- 

### 16 Smoke alarm safety activities

- (a) The rental provider must ensure that:
  - i. any smoke alarm is correctly installed and in working condition; and
  - ii. any smoke alarm is tested according to the manufacturer's instructions at least once every 12 months, and
  - iii. the batteries in each smoke alarm are replaced as required.
- (b) The rental provider must immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.  
**Note:** Repair or replacement of a hard-wired smoke alarm must be undertaken by a suitably qualified person.
- (c) The rental provider, on or before the occupation date, must provide the renter with the following information in writing:
  - i. information about how each smoke alarm in the rented premises operates;
  - ii. information about how to test each smoke alarm in the rented premises;
  - iii. information about the renter's obligations to not tamper with any smoke alarms and to report if a smoke alarm in the rented premises is not in working order.
- (d) The renter must give written notice to the rental provider as soon as practicable after becoming aware that a smoke alarm in the rented premises is not in working order.

**Note:** Regulations made under the **Building Act 1993** require smoke alarms to be installed in all residential buildings.

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### 17 Swimming pool barrier safety activities

These safety-related activities only apply if the rented premises contains a swimming pool.

- (a) The rental provider must ensure that the swimming pool barrier is maintained in good repair.

- (b) The renter must give written notice to the rental provider as soon as practicable after becoming aware that the swimming pool barrier is not in working order.
  - (c) The rental provider must arrange for a swimming pool barrier to be immediately repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
  - (d) The rental provider must provide the renter with a copy of the most recent certificate of swimming pool barrier compliance issued under the **Building Act 1993** on the request of the renter.
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### 18 Relocatable pool safety activities

These safety-related activities only apply if a relocatable swimming pool is erected, or is intended to be erected, on the rented premises.

- (a) The renter must not erect a relocatable swimming pool without giving written notice to the rental provider before erecting the pool.
- (b) The renter must obtain any necessary approvals before erecting a relocatable swimming pool.

**Note:** Regulations made under **Building Act 1993** apply to any person erecting a relocatable swimming pool. This safety-related activity only applies to swimming pools or spas that hold water deeper than 300 mm.

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### 19 Bushfire prone area activities

This safety-related activity only applies if the rented premises is in a bushfire prone area and is required to have a water tank for bushfire safety.

If the rented premises is in a designated bushfire prone area under section 192A of the **Building Act 1993** and a water tank is required for firefighting purposes, the rental provider must ensure the water tank and any connected infrastructure is maintained in good repair as required.

The water tank must be full and clean at the commencement of the agreement.

## Part D – Rights and obligations

This is a summary of selected rights and obligations of **renters** and **rental providers** under the Act.

Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.

For more information, visit [consumer.vic.gov.au/renting](https://consumer.vic.gov.au/renting).

## 20. Use of the premises

### The renter:

- is entitled to quiet enjoyment of the premises. The rental provider may only enter the premises in accordance with the Act; and
- must not use the premises for illegal purposes; and
- must not cause a nuisance or interfere with the reasonable peace, comfort or privacy of neighbours; and
- must avoid damaging the premises and common areas. Common areas include hallways, driveways, gardens and stairwells. Where damage occurs, the renter must notify the rental provider in writing; and
- must keep the premises reasonably clean.

## 21. Condition of the premises

### The rental provider:

- must ensure that the premises comply with the rental minimum standards, and is vacant and reasonably clean when the renter moves in; and
- must maintain the premises in good repair and in a fit condition for occupation; and
- agrees to do all the safety-related maintenance and repair activities set out in **Part C** of the agreement.

### The renter:

- The renter must follow all safety-related activities set out in **Part C** of the agreement and not remove, deactivate or otherwise interfere with the operation of prescribed safety devices on the premises.

## 22. Modifications

### The renter:

- may make some modifications without seeking the rental provider's consent. These modifications are listed on the Consumer Affairs Victoria website; and
- must seek the rental provider's consent before installing any other fixtures or additions; and
- may apply to VCAT if they believe that the rental provider has unreasonably refused consent for a modification mentioned in the Act; and
- at the end of the agreement, must restore the premises to the condition it was in before they moved in (excluding fair wear and tear). This includes removing all modifications, unless the parties agree they do not need to be removed.

### The rental provider:

- must not unreasonably refuse consent for certain modifications.

A list of the modifications that the rental provider cannot unreasonably refuse consent for is available on the Consumer Affairs Victoria website [consumer.vic.gov.au/renting](https://consumer.vic.gov.au/renting).

## 23. Locks

- The rental provider must ensure the premises has:
  - locks to secure all windows capable of having a lock, and
  - has deadlocks (a deadlock is a deadlatch with at least one cylinder) for external doors that are able to be secured with a functioning deadlock; and
  - meets the rental minimum standards for locks and window locks.
- External doors which are not able to be secured with a functioning deadlock must at least be fitted with a locking device that—
  - is operated by a key from the outside; and
  - may be unlocked from the inside with or without a key
- The renter must obtain consent from the rental provider to change a lock in the master key system.
- The rental provider must not unreasonably refuse consent for a renter seeking to change a lock in the master key system.
- The rental provider must not give a key to a person excluded from the premises under a:
  - a family violence intervention order; or
  - a family violence safety notice; or
  - a recognised non-local DVO; or
  - personal safety intervention order.

## 24. Repairs

- Only a suitably qualified person may do repairs—both urgent and non-urgent

## 25. Urgent repairs

Section 3(1) of the Act defines **urgent repairs**. Refer to the Consumer Affairs Victoria website for the full list of urgent repairs and for more information, visit [consumer.vic.gov.au/urgentrepairs](https://consumer.vic.gov.au/urgentrepairs).

Urgent repairs include failure or breakdown of any essential service or appliance provided for hot water, cooking, heating or laundering supplied by the rental provider.

The rental provider must carry out urgent repairs after being notified. A renter may arrange for urgent repairs to be done if the renter has taken reasonable steps to arrange for the rental provider to immediately do the repairs and the rental provider has not carried out the repairs.

If the renter has arranged for urgent repairs, the renter may be reimbursed directly by the rental provider for the reasonable cost of repairs up to \$2500.

The renter may apply to VCAT for an order requiring the rental provider to carry out urgent repairs if—

- (a) the renter cannot meet the cost of the repairs; or
- (b) the cost of repairs is more than \$2500; or
- (c) the rental provider refuses to pay the cost of repairs if it is carried out by the renter.

## 26. Non-urgent repairs

- The renter must notify the rental provider, in writing, as soon as practicable of —
  - damage to the premises; and
  - a breakdown of facilities, fixtures, furniture or equipment supplied by the rental provider.
- The rental provider must carry out non-urgent repairs in reasonable time.
- The renter may apply to VCAT for an order requiring the rental provider to do the repairs if the rental provider has not carried out the repairs within 14 days of receiving notice of the need for repair.

## 27. Assignment or sub-letting

### The renter:

- The renter must not assign (transfer to another person) or sub-let the whole or any part of the premises without the written consent of the rental provider. The rental provider may give the renter notice to vacate if the renter assigns or sub-lets the premises without consent.

### The rental provider:

- cannot unreasonably withhold consent to assign or sub-let the premises; and
- must not demand or receive a fee or payment for consent, other than any reasonable expenses incurred by the assignment.

## 28. Rent

- The rental provider must give the renter at least 60 days written notice of a proposed rent increase
- Rent cannot be increased more than once every 12 months.
- If the rental provider or agent does not provide a receipt for rent, then renter may request a receipt.
- The rental provider must not increase the rent under a fixed term agreement unless the agreement provides for an increase by specifying the amount of increase or the method of calculating the rent increase.

## 29. Access and entry

- The rental provider may enter the premises—
  - at any time, if the renter has agreed within the last 7 days; and
  - to do an inspection, but not more than once every 6 months; and
  - to comply with the rental provider's duties under the Act; and
  - to show the premises or conduct an open inspection to sell, rent or value the premises; and
  - to take images or video for advertising a property that is for sale or rent; and
  - if they believe the renter has failed to follow their duties under the Act; and
  - to do a pre-termination inspection where the renter has applied to have the agreement terminated because of family violence or personal violence.
- The renter must allow entry to the premises where the rental provider has followed proper procedure.
- The renter is entitled to a set amount of compensation for each sales inspection.

## 30. Pets

- The renter must seek consent from the rental provider before keeping a pet on the premises.
- The rental provider must not unreasonably refuse a request to keep a pet.



**31. Additional terms (if any)**

List any additional terms to this agreement. The terms listed must not exclude, restrict or modify any of the rights and duties included in the Act.

Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms, which will have no effect. Contact Consumer Affairs Victoria on 1300 558 181 for further information or visit [consumer.vic.gov.au/products-and-services/business-practices/contracts/unfair-contract-terms](http://consumer.vic.gov.au/products-and-services/business-practices/contracts/unfair-contract-terms).

**32. Residential Tenancy Database**

In accord with Section 439 (1) of the Act LJ Hooker Hampton Park will, within 14 days of receipt of a written request, provide a copy of any listing located on a residential tenancy database used by LJ Hooker Hampton Park subject to the Act.

**33. Rental Provider Obligations**

The Rental Provider may issue a notice to vacate in accord with the Act during the term of this Agreement and the Renter must vacate the Premises at the expiration of the notice period given in the notice to vacate. The Rental Provider or LJ Hooker Hampton Park may during the last month of the term of this Agreement place a 'to let' notice on the Premises. The Rental Provider or LJ Hooker Hampton Park may put on the Premises a notice or notices 'for sale' or 'auction' at any time during the term of this Agreement.

The Rental Provider must not increase the Rental more than once in every 12 months.

Unless this Agreement is specified in Item 5 of Part A to be for a fixed term the Rental Provider may, in accord with the provisions of Section 44 of the Act, increase the Rental by giving the Renter at least 60 day's notice of the increase.

This Agreement may only be amended in writing signed by the Rental Provider and the Renter.

Where the Premises form part of a building, the Rental Provider has the right to make and/or alter rules and regulations for the Premises and the Renter will be bound by such rules and regulations of the Act.

**34. Availability of Premises**

LJ Hooker Hampton Park will use its best endeavours so that the Premises are available on the Commencement Date.

**35. Payment of Services**

The Renter shall pay all charges in respect of the consumption of water, electricity, gas, oil, national broadband network ("NBN") and telephone where the Premises are separately metered for these services as stipulated in the Act.

It is the Renter's responsibility to turn the main switch off to allow the power to be connected as required by the electricity provider. No claim shall be made against the Rental Provider or LJ Hooker Hampton Park should the power not be connected at the commencement of this Agreement.

The Renter acknowledges that all arrangements for connection of a telephone line or national broadband network ("NBN") connection to the Premises shall be at the cost of the Rental Provider.

**36. Contents Insurance**

The Renter is not required to take out any insurance. Notwithstanding this, the Renter acknowledges that any insurance policy of the Rental Provider does not provide cover for the personal possessions of the Renter. It is strongly recommended that the Renter should take out contents insurance to adequately cover those possessions.

**37. Use of Premises**

The Renter shall only use the Premises for residential purposes unless the prior written consent of the Rental Provider has been obtained for any other use. The Rental Provider may impose reasonable terms and conditions on giving any consent. Any other use may be subject to council or other approval and any costs associated with such approvals will be the responsibility of the Renter. The Renter must not permit any short term or long term letting or licencing the use and/or occupation of any part of the Premises without the prior

written consent of the Rental Provider. Any request for consent must be made in writing to LJ Hooker Hampton Park.

**38. No Representations**

The Renter acknowledges that no promise, representation, warranty or undertaking has been given by the Rental Provider or LJ Hooker Hampton Park in relation to the suitability of the Premises for the purposes of the Renter otherwise than as provided in this Agreement. Without limiting Item 21 of Part D of this Agreement, the Rental Provider must ensure that the Premises comply with the rental minimum standards (as set out in Schedule 4 of the Residential Tenancies Regulations 2021), and further that the Premises are vacant and reasonably clean when the Renter moves in.

**39. Condition Report**

The Renter must be given 2 copies of the Condition Report (or one emailed copy) on or before the date the Renter moves into the Premises.

The Renter acknowledges having received before entering into occupation of the Premises two copies of the Condition Report signed by or on behalf of the Rental Provider as well as a written statement setting out the rights and duties of the Rental Provider and Renter under a tenancy agreement ('Renting a Home - A Guide for Renters'). The Renter acknowledges that the Condition Report provided at the commencement of the tenancy must be signed and returned to LJ Hooker Hampton Park within 5 business days after entering into occupation of the Premises. If the Condition Report is not returned, the copy held by LJ Hooker Hampton Park will be accepted as conclusive evidence of the state of repair or general condition of the Premises, at the commencement of this Agreement.

**40. No Promise of Renewal**

The Renter acknowledges that no promise, representation or warranty has been given by the Rental Provider or LJ Hooker Hampton Park in relation to any further renewal of this Agreement. Without limiting the generality of clause 5 in Part A of this Agreement, the Renter acknowledges that if this Agreement is specified in Part A, Item 5 of this Agreement as being for a fixed period, then it shall commence on the Commencement Date and end on the Expiry Date.

**41. Rental Provider Termination**

The Renter acknowledges that the Rental Provider may require possession of the Premises at the termination of this Agreement and may issue a notice to vacate in accord with the Act requiring vacant possession on the expiry of this Agreement.

**42. Lost Keys**

The Renter is responsible for the replacement of any lost key, auto remote control and the provision of any additional key and any locksmith's charge where any key is mislaid or lost. LJ Hooker Hampton Park does not guarantee that it holds a spare set of keys to the Premises at its offices.

**43. Extra Keys**

The Renter acknowledges that should the Renter wish to order any extra key, auto remote control or other access device for the Premises it will be at the expense of the Renter. The Renter acknowledges that copies of all keys/auto remote controls and access devices must be returned to LJ Hooker Hampton Park at the end of the tenancy without reimbursement.

**44. Floor Protection**

If the Premises include polished floorboards/floating floor, it shall be the responsibility of the Renter to fit floor protectors to all items of furniture to protect the floorboards from scratching. Stiletto shoes must not be worn at any time by any occupant and/or invitee of the Renter throughout the tenancy to prevent indentation being caused to the floors.

**45. Changing Locks**

The Renter may change any lock security alarm code and/or other security device at the Premises. If the Renter changes any lock security alarm code and/or other security device, the Renter must give the Rental Provider or LJ Hooker Hampton Park a duplicate key and/or new security alarm code and/or other access device as soon as practicable.

**46. Comply with Insurance**

Subject to the Renter having been provided with a copy of any insurance policy maintained by the Rental

Provider, the Renter must not knowingly do or allow anything to be done at the Premises that may invalidate any insurance policy or result in the premium being increased above the normal rate. For the avoidance of doubt the Rental Provider is responsible for payment of insurance, and nothing in this clause requires the Renter to take out or pay for any insurance.

**47. No Invalidating Insurance**

The Renter shall not do or allow anything to be done which would invalidate any insurance policy on the Premises or increase the premium including (but not limited to) the storage of flammable liquids or the use of any kerosene or oil burning heater at the Premises. For the avoidance of doubt the Rental Provider is responsible for payment of insurance, and nothing in this clause requires the Renter to take out or pay for any insurance.

**48. Protection Against Damage**

The Renter must take reasonable measures so that anyone that the Renter has allowed or permitted to be at the Premises does not cause damage to the Premises. This obligation shall not extend to the Rental Provider or LJ Hooker Hampton Park or their respective contractors.

**49. Shared Services**

The Renter shall not do or allow to be done anything at the Premises that will cause the shared service facilities including (but not limited to) any driveway, lift or stairwell to become obstructed, untidy, damaged or used for any purpose other than for which it may be intended.

**50. No Servicing Vehicles**

The Renter must not service or repair or allow the service or repair of any motor vehicle, motorcycle, boat or caravan at the Premises except minor routine maintenance and cleaning, other than greasing and changing oil.

**51. Report Damage or Injury**

The Renter shall notify LJ Hooker Hampton Park immediately in writing on becoming aware of any damage to or defects in the Premises or breakdown of facilities, whether or not it might injure a person or cause damage to the Premises.

**52. Notify Blockages**

The Renter must as soon as practicable notify the Rental Provider or LJ Hooker Hampton Park of any blockage or defect in any drain, water service or sanitary system. No item that could cause a blockage including (but not limited to) any feminine hygiene product, disposable nappy or excessive amounts of toilet paper may be flushed down the sewerage septic stormwater or drainage systems. The Renter must pay the Rental Provider all reasonable expenses that are incurred in rectifying any defect or blockage that may be caused by the Renter or a person that the Renter has allowed or permitted to be at the Premises. This obligation shall not extend to any defect or blockage caused by the Rental Provider or LJ Hooker Hampton Park or their respective contractors.

**53. Alterations**

The Renter shall not paint or affix any sign or any antenna or cabling onto the Premises without the prior written consent of the Rental Provider. The consent of the Rental Provider will not be unreasonably withheld. The consent of the Rental Provider may be made subject to any reasonable condition including (but not limited to) removal of the thing affixed when the tenancy is terminated. The Renter's rights and obligations in relation to modifications are set out in Part D, Item 22 of this Agreement. The Rental Provider may require the Renter to remove such items affixed and make good any damage caused by such removal.

**54. Rubbish**

The Renter shall deposit all rubbish including any carton and newspaper in a proper rubbish receptacle with a close fitting lid as required by the local council. Such rubbish receptacle shall be kept only in the place provided and placed out by the Renter for collection and returned to its allotted place in accord with local council by-laws and/or good practice.

**55. Pests**

The extermination of all pests including (but not limited to) any rat, cockroach, mouse, flea, ant or other pest that may infest the Premises is considered an urgent repair and shall be dealt with in accordance with Part D, Item 25 of this Agreement.

**56. Hanging Clothes**

The Renter shall not hang any clothes outside the Premises other than where provision for the hanging of clothes has been provided. The Renter must use any clothes drying facilities in the manner required by the Rental Provider or any owner's corporation.

**57. Replace Light Globes**

The Renter shall, at the Renter's expense, replace with a similar type style and feature/attribute any lighting tube, globe and down-light (including any starter ballast or transformer) at the Premises which become defective during the term or any extension of this Agreement unless the defect is proven to be caused by faulty wiring or a defective fitting.

**58. Smoke Free Zone**

The Renter acknowledges that the Premises are a 'Smoke Free Zone' and the Renter will ensure that the Renter and any invitees do not smoke inside the Premises.

**59. Payment of Rental**

All payments of Rental shall be made without demand by or on behalf of the Rental Provider and on time. No part payment will be accepted. All payments of Rental are to be made by the method advised in Item 8 in Part B of this Agreement or as notified in writing by LJ Hooker Hampton Park from time to time.

**60. Rental Increase**

If the Renter disagrees with a Rental increase sought by the Rental Provider, the Renter may apply to the Director of Consumer Affairs Victoria for an investigation, provided the application to the Director of Consumer Affairs Victoria is made within 30 days after the notice of the Rental increase is given by or on behalf of the Rental Provider.

**61. Maintain Garden**

The Renter must maintain any garden at or adjacent to the Premises including the mowing and edging of any lawn, light trimming/pruning of small trees, shrubs and taking care of plants. Garden beds, paths and paving are to be maintained by the Renter in a neat and tidy condition, free of weeds and so far as is reasonably possible, free of garden pests and properly watered. When watering any garden, the Renter must comply with any government watering restrictions in place, from time to time. It is the responsibility of the Renter to maintain any water feature/fountain or pond at the Premises. The Renter must maintain the water quality and keep the water feature/fountain or pond clean as per the Condition Report at the commencement of the tenancy and taking into account fair wear and tear.

**62. Watering System**

If any garden is watered by a watering system and/or via any tank water, the Renter must maintain the system and/or tank in the state of repair and condition it was in at the start of this Agreement (fair wear and tear excepted). The Renter is not required to repair damage to the watering system caused by the Rental Provider, LJ Hooker Hampton Park or their contractors.

**63. Rental Provider Repairs**

The Renter acknowledges that the Premises may require maintenance during the tenancy due to unforeseen acts of nature, wear and tear or other causes. Should this occur, the Rental Provider will use best endeavours to rectify any damage in a timely manner and in conjunction with any insurer and/or tradespeople appointed by any insurer. The Renter agrees to allow the Rental Provider or any tradespeople reasonable access to carry out any such repairs.

The Rental Provider must ensure that the Premises are provided and maintained in good repair. If there is a need for an urgent repair the Renter must notify LJ Hooker Hampton Park in writing.

**64. Urgent Repairs**

The Renter acknowledges that LJ Hooker Hampton Park is authorised to attend to urgent repairs to a maximum of \$2,500.00 (including GST) and the Renter agrees to use all reasonable efforts to contact LJ Hooker Hampton Park during business hours or after hours information service on (03) 9702 8388 or LJ Hooker Hampton Park approved after hours emergency tradespeople before any urgent repairs are completed. Please refer to the booklet 'Renting a Home - A guide for Renters' as provided for classification of urgent repairs.

#### **65. Vehicle Parking**

The Renter shall not park or allow any vehicle to be parked on the Premises or in any garage facilities made available for use by the Renter as part of this Agreement which leaks oil unless a suitable oil drip tray is provided. No visitor cars are permitted to be parked at the Premises unless any dedicated visitor parking is provided by the Rental Provider or any owner's corporation. The Renter acknowledges that if the Premises are advertised without any off-street parking being made available, it shall be the responsibility of the Renter to enquire with the local council whether any parking permit is required for on-street parking in the vicinity of the Premises and/or otherwise make independent arrangements for the parking of any motor vehicle.

#### **66. Pets**

The Renter must not keep any animal, bird, or other pet at the Premises without first obtaining the written permission of the Rental Provider or LJ Hooker Hampton Park. Permission will not be unreasonably withheld. In giving permission, the Rental Provider or LJ Hooker Hampton Park may impose reasonable conditions. It is not unreasonable for the Rental Provider or LJ Hooker Hampton Park to withhold permission if the rules of an owner's corporation prohibit pets being on common property or kept on the Premises. If an occupant of the Premises is blind, permission will not be required for the occupant to have a trained guide dog at the Premises (unless permission must be obtained from an owner's corporation). To seek the written permission of the Rental Provider or LJ Hooker Hampton Park to keep a pet at the Premises the Renter must complete and provide a pet request form.

#### **67. Pools and Water Features**

The Renter must not install any pool, spa, pond or any other water retaining device (either inflatable or constructed) at the Premises without the express written permission of the Rental Provider. The Renter also agrees that should any such permission be granted it will be conditional on the Renter obtaining and providing evidence to the Rental Provider, of compliance with Council or any other regulations relating to pool installation or pool fencing requirements prior to the installation taking place.

#### **68. Rental Provider Entry**

Subject to compliance with the Act, the Rental Provider or LJ Hooker Hampton Park has the right to enter the Premises:

- To carry out duties specified in this Agreement, or the Act or any other legislation or law;
- To value the Premises or any property of which the Premises form part, provided that at least 7 days' written notice has been given to the Renter;
- At any time between 8am and 6pm on any day (except a public holiday), for the purposes of showing prospective buyers or financial lenders through the Premises, provided that at least 48 hours' written notice has been given to the Renter;
- At any time between 8am and 6pm on any day (except a public holiday), for the purposes of showing prospective new renters through the Premises provided that at least 48 hours' written notice has been given to the Renter (and provided that such entry occurs in the period that is within 21 days before the termination date specified in the notice to vacate or notice of intention to vacate and otherwise subject to the requirements of the Act);
- To verify a reasonable belief that the Renter or any occupier may not have met any duties as a Renter of the Premises, provided that at least 24 hours' written notice has been given to the Renter;
- To make one general inspection provided that entry for that purpose has not been made within the last 6 months, and provided further that at least 7 days' written notice has been given to the Renter.

#### **69. Assignment and Sub-Letting**

If during the term of the tenancy the people in occupation of the Premises change -

The Renter must as soon as practicable notify the Rental Provider or LJ Hooker Hampton Park in writing and comply with clause 27 in Part D of this Agreement.

The Renter acknowledges that the Renter will be required to reimburse the Rental Provider or LJ Hooker Hampton Park for any cost or charge incurred in preparing a written transfer of this Agreement in accord with the fees within the Rental Provider's appointment of LJ Hooker Hampton Park as agent to manage the Premises.

#### **70. Rental Provider Notice**

If the Rental Provider requires possession of the Premises when the tenancy ends, the Rental Provider will give the Renter the notice required by and in the manner prescribed by the Act.

#### **71. Renter Notice**

If the Renter wishes to vacate the Premises at the expiration of this Agreement the Renter must give the Rental Provider written notice of the intention of the Renter to vacate at least 28 days prior to the expiration of this Agreement.

#### **72. Periodic Tenancy**

If the Renter remains in occupation of the Premises after the expiration of this Agreement and does not enter into a new fixed term Agreement the tenancy reverts to a periodic tenancy such that the Renter must give written notice of the intention of the Renter to vacate the Premises specifying a termination date that is not earlier than 28 days after the day on which the Renter gives written notice.

#### **73. Rental Provider Expenses**

If the Renter decides to vacate the Premises during the term of this Agreement for whatever reason, the Renter shall be responsible for reimbursing to the Rental Provider or LJ Hooker Hampton Park the following costs:

1. A pro rata letting fee;
2. Marketing costs as incurred by LJ Hooker Hampton Park;
3. National tenancy database checks on each applicant or as required;
4. The continued payment of Rental until the first to occur of the Premises being relet or the current term of this Agreement expiring;
5. If the Premises are relet at a lower Rental, the Renter must pay to the Rental Provider any difference or shortfall as required for the unexpired portion of the term of this agreement subject to legal requirements.

#### **74. Return Keys**

The Renter acknowledges that it is the responsibility of the Renter on the termination of this Agreement to deliver all keys and any auto remote controls for the Premises to LJ Hooker Hampton Park during business hours and to continue paying Rental until such time as all keys and auto remote controls are delivered.

#### **75. No Set-Off**

The Renter acknowledges that pursuant to the Act, the Renter cannot refuse to pay Rental on the grounds that the Renter intends to regard any part of the Bond as rent paid by the Renter. The Renter acknowledges that failure to comply with the Act may render the Renter liable to a penalty.

#### **76. Remove Personal Property**

The Renter shall be responsible for the removal of any furniture, fitting, personal property, motorcycle, car or boat spare parts or any other equipment at the termination of the tenancy, and shall reinstate the Premises or the land on which it is situated to the condition which existed at the commencement of the tenancy subject only to fair wear and tear.

#### **77. Window Cleaning**

If required in order to return the Premises to the state evidenced in the condition report or if otherwise required due to the size, location or inaccessibility of the windows at the Premises, the Renter agrees to have all windows at the Premises cleaned (both internally and externally) in a professional manner at the Renter's own cost immediately prior to vacating the Premises and taking into account fair wear and tear.

#### **78. Carpet Cleaning**

If required in order to return the Premises to the state evidenced in the condition report, the Renter will at the termination of the tenancy (whatever the cause of the termination might be) arrange for the carpet or rugs in the Premises to be professionally steam cleaned or dry cleaned (at the direction of the Rental Provider) by a reputable carpet cleaning contractor at the Renter's own cost and provide LJ Hooker Hampton Park with an invoice/receipt for such work. The cleanliness of the carpet as stated on the ingoing condition report completed at the commencement of the tenancy will be taken into consideration in assessing the quality or outcome of such cleaning and taking into account fair wear and tear.

## **79. Definitions and Interpretation**

All terms used in this Agreement shall have the meanings given to them in the Schedule which shall form part of this Agreement and Act means Residential Tenancies Act 1997 including any subordinate regulations and Schedule means the schedule to this Agreement and Agreement means this document incorporating the Schedule and all attachments to this document.

## **80. Electronic Notices**

The Renter acknowledges that the Renter is entering into a binding Agreement if this Agreement is signed utilising an electronic signature. Unless indicated to the contrary in the Item 9 of Part B of this Agreement, the Renter consents to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000. The Rental Provider consents to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000 at the email address of LJ Hooker Hampton Park. If the Renter has not consented to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000 the Rental Provider shall not infer consent to the electronic service from the receipt or response to emails or other electronic communications.

## **81. Change of Electronic Address**

The Rental Provider and the Renter must give immediate written notice to the Other Party and LJ Hooker Hampton Park if the email address for the electronic service of Notices or other documents is changed or any other contact details are changed.

## **82. Withdraw Consent**

The Renter may withdraw consent to the electronic service of notices or other documents by giving written notice to the Rental Provider or LJ Hooker Hampton Park but such notice shall only become effective on receipt by the Rental Provider or LJ Hooker Hampton Park.

## **83. Furnishings**

If the Premises are let fully furnished or semi-furnished the Renter acknowledges that any furniture, fittings and chattels included in the Premises are listed in an attachment to this Agreement or in the Condition Report and the Renter further acknowledges that all such items are in good condition as at the date of this Agreement unless specifically noted to the contrary.

## **84. Care for Furnishings**

The Renter agrees to care for and maintain any items of furniture, fittings and chattels leased with the Premises during the tenancy and deliver them to the Rental Provider at the end of the tenancy in the same condition as at the Commencement Date (fair wear and tear excepted). The Renter must follow any care or manufacturer's instruction manuals provided to properly care for any such furniture fittings and chattels leased with the Premises.

## **85. Repair/Replacement of Furnishings**

At the end of the tenancy, the Renter must replace with items of equivalent quality features functionality and condition any of the items of furniture fittings and chattels leased with the Premises which have been damaged destroyed or rendered inoperable/useful during the term of this Agreement (fair wear and tear excepted).

## **86. Cost of Repairs/Replacements**

The Renter acknowledges that the Renter may be liable for any repairs or maintenance costs to any furniture fittings and chattels leased with the Premises if the Renter has failed to comply with any manufacturer's recommendations if it results in loss or damage to any item of furniture fittings or chattels leased with the Premises.

## **87. Owners Corporation**

A copy of the rules of any Owner's Corporation affecting the Premises are attached to this Agreement. The Renter must comply with the rules of the owner's corporation or any amending/superseding rules, a copy of which are provided to the Renter. The Renter is not obliged to contribute to owner's corporation capital costs or other owner's corporation expenses that would but for this clause be payable by the Rental Provider.

## Property Disclosures

This section contains important disclosures from your Rental Provider about the rented premises:

### Embedded Electricity Network

Is the electricity supplied to the property from an embedded electricity network?

(An embedded electricity network is a privately owned and managed electricity network that may often supply all premises within a specific area or building and connect to the national electric grid through a parent connection point.)

If electricity is supplied to the premises via an embedded electricity network, you must provide further information below about the network operator as it is required to be provided to the Renter.

Please provide the trading name, ABN and contact details (including phone number and website) of any embedded electricity network provider that is applicable to this property.

☐ Yes ☒ No

Comments

-

### Intention to Sell

Has an agent been engaged to sell the property, a contract of sale prepared or an ongoing proposal to sell the property?

If yes, please provide details below.

☐ Yes ☒ No

Comments

-

### Homicide

Are the premises or common property known to have been the location of a homicide in the last 5 years?

☐ Yes ☒ No

Comments

-



## Drug Contamination

Are the premises known to be contaminated because of prior use of the premises for the trafficking or cultivation of a drug of dependence in the last 5 years?

☐ Yes ☒ No

Comments

-

## Mould or Dampness

In the last 3 years, has the premises been subject to a repair notice relating to mould or damp in the premises caused by or related to the building structure?

☐ Yes ☒ No

Comments

-

## Safety Checks

Has the premises had the required gas safety check, electrical safety check and pool barrier compliance check (if applicable) carried out?  
If they have been carried out, please provide the dates of the latest applicable checks below.

☐ Yes ☒ No

Comments

## Safety Check Recommendations

Are there any outstanding recommendations for work to be completed at the premises from a gas safety check and electrical safety check?

☐ Yes ☒ No

Comments

-

## Asbestos

Are the premises known to have friable or non-friable asbestos based on an inspection by a suitably qualified person?

☐ Yes ☒ No

Comments

-

## Building/Planning Permit

Are the premises known to be affected by a building or planning application that has been lodged with the relevant authority?

☐ Yes ☒ No

Comments

-

## Building Work Dispute

Is there a current domestic building work dispute under the Domestic Building Contracts Act 1995 which applies to or affects the premises?

☐ Yes ☒ No

Comments

-

## OC Dispute

Is there a current dispute under Part 10 of the Owners Corporations Act 2006 which applies to or affects the premises?

☐ Yes ☒ No

Comments

-

## Building Defects/Safety Concerns

Are the premises or common property the subject of any notice, order, declaration, report or recommendation issued by a relevant building surveyor, municipal building surveyor, public authority or government department relating to any building defects or safety concerns associated with the rented premises or common property at the time of disclosure?  
If yes, please provide further details and a description of the notice, order, declaration, report or recommendation below.

☐ Yes ☒ No

Comments

-

## Heritage Register

Are the premises considered a registered place?  
Registered Place meaning, a place included in the Heritage Register within the meaning of section 3(1) of the Heritage Act 2017.

☐ Yes ☒ No

Comments

-

## Minimum Standards

Do the premises comply with the rental minimum standards?  
The rental minimum standards are new regulations that came into effect on the 29th March 2021 and all rented premises must comply with important requirements relating to amenity, safety and privacy. Rental providers have a duty to ensure their property meets these standards.  
Information on the specific requirements of the minimum standards can be found on the Consumer Affairs website (<https://www.consumer.vic.gov.au/housing/renting/changes-to-renting-laws/resources-for-practitioners/fact-sheet-26-rental-minimum-standards>).  
If the premises does not meet any of the requirements, please provide details below.

☒ Yes ☐ No

Comments

-

## Right To Let the Premises

Are you the owner of the property?

If you are not, please advise the specifics of your rights to let the property on the owners behalf.

☒ Yes ☐ No

Comments

-

## Mortgagee Possession

Has a mortgagee commenced a proceeding to enforce a mortgage over the property or taking action for possession of the property?

☐ Yes ☒ No

Comments

-

### Renter Acknowledgement

1. Khisro Khan viewed and acknowledged at Fri, 28/10/2022 15:51 from device: Android 12 Samsung SM-G781B Samsung Internet 18.0
2. Sana Khan viewed and acknowledged at Fri, 28/10/2022 15:48 from device: Android 12 Samsung SM-G781B Samsung Internet 18.0

## Privacy Collection Notice

As professional property managers **LJ Hooker Hampton Park** collects personal information about you. To ascertain what personal information we have about you, you can contact us on: 03 9702 8388

### Primary Purpose

As professional property managers, **LJ Hooker Hampton Park** collect your personal information to assess the risk in providing you with the lease / tenancy of the **Premises** you have requested, and if the risk is considered acceptable, to provide you with the lease / tenancy of the **Premises**.

To carry out this role, and during the term of your tenancy, we usually disclose your personal information to:

- The **Rental Provider**
- The **Rental Provider's** lawyers
- The **Rental Provider's** mortgagee
- Referees you have nominated
- Organisations / Tradespeople required to carry out maintenance to the **Premises**
- Third party organisations required to provide **LJ Hooker Hampton Park** services
- Rental Bond Authorities
- Residential Tenancy Tribunals / Courts
- Collection Agents
- National Tenancy Database Pty Ltd (ABN 65 079 105 025 ("ntd"))
- Other Real Estate Agents, **Rental Providers** and Valuers

### Secondary Purpose

**LJ Hooker Hampton Park** also collect your personal information to:

- Enable us, or the **Rental Provider's** lawyers, to prepare the lease / tenancy documents for the **Premises**.
- Allow organisations / tradespeople to contact you in relation to maintenance matters relating to the **Premises**.
- Pay / release rental bonds to / from Rental Bond Authorities (where applicable).
- Refer to Tribunals, Courts and Statutory Authorities (where necessary).
- Refer to Collection Agent / Lawyers (where default / enforcement action is required).
- Provide confirmation details for organisations contacting us on your behalf i.e. Banks, Utilities

(Gas, Electricity, Water, Phone), Employers, etc.

If your personal information is not provided to us and you do not consent to the uses to which we put your personal information, **LJ Hooker Hampton Park** cannot properly assess the risk to our client, or carry out our duties as professional property managers. Consequently, we then cannot provide you with the lease / tenancy of the **Premises**. You also acknowledge that our related financial services company may contact you from time to time to explain other services that this company may be able to provide.

Our privacy policy contains information about how you may access the personal information we hold about you, including information about how to seek correction of such information. We are unlikely to disclose any of your personal information to overseas recipients.

The **LJ Hooker Hampton Park** privacy policy contains information about how you may complain about an alleged breach of the Australian Privacy Principles, and how we will deal with such a complaint.

The **LJ Hooker Hampton Park** privacy policy can be viewed without charge on the **LJ Hooker Hampton Park** website; or contact your local **LJ Hooker Hampton Park** office and we will send or email you a free copy.

### Disclaimer

**LJ Hooker Hampton Park** its directors partners employees and related entities responsible for preparing this **Agreement** believe that the information contained in this **Agreement** is up to date and correct. However no representation or warranty of any nature can be given intended or implied and the **Rental Provider** and the **Renter** should rely on their own enquiries as to the accuracy of any information or material incorporated in this **Agreement**. The law is subject to change without notice and terms and conditions in this **Agreement** may be amended as a result. **LJ Hooker Hampton Park** disclaims all liability and responsibility including for negligence for any direct or indirect loss or damage suffered by any person arising out of any use and/or reliance on this **Agreement** or any information incorporated in it.

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## Signatures

This agreement is made under the Act.

Before signing you must read **Part D – Rights and obligations** of this form.

### Rental Provider's Agent

Rental Provider's Agent : **Olivia Ferguson** on behalf of **Pushpakumara & Dimuthu Karunaratne** (Rental Provider)



Signed at Fri, 28/10/2022 15:33 , from device: Windows 10 Other Chrome 106.0.0

### Renter(s)

Renter 1: **Khisro Khan**



Signed at Fri, 28/10/2022 15:53 , from device: Android 12 Samsung SM-G781B Samsung Internet 18.0

Renter 2: **Sana Khan**



Signed at Fri, 28/10/2022 15:49 , from device: Android 12 Samsung SM-G781B Samsung Internet 18.0

## AUDIT TRAIL

### Olivia Ferguson (Rental Provider's Agent)

Fri, 28/10/2022 15:33 - Olivia Ferguson stamped saved signature the Residential Rental Agreement

Fri, 28/10/2022 15:33 - Olivia Ferguson submitted the Residential Rental Agreement

### Khisro Khan (Renter)

Fri, 28/10/2022 15:49 - Khisro Khan clicked 'start' button to view the Residential Rental Agreement (Android 12 Samsung SM-G781B Samsung Internet 18.0, IP: 101.188.48.12)

Fri, 28/10/2022 15:53 - Khisro Khan signed the Residential Rental Agreement (Android 12 Samsung SM-G781B Samsung Internet 18.0, IP: 101.188.48.12)

Fri, 28/10/2022 15:54 - Khisro Khan submitted the Residential Rental Agreement (Android 12 Samsung SM-G781B Samsung Internet 18.0, IP: 101.188.48.12)

### Sana Khan (Renter)

Fri, 28/10/2022 15:33 - Invite sent to Sana Khan

Fri, 28/10/2022 15:45 - Sana Khan clicked 'start' button to view the Residential Rental Agreement (*Android 12 Samsung SM-G781B Samsung Internet 18.0, IP: 101.188.48.12*)

Fri, 28/10/2022 15:49 - Sana Khan submitted the Residential Rental Agreement (*Android 12 Samsung SM-G781B Samsung Internet 18.0, IP: 101.188.48.12*)

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**AGREEMENT END**

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**Land** 3 Marshall Court, Hampton Park 3976

**ALLIED CONVEYANCING SERVICES PTY LTD**

Licensed Conveyancers

**FRANKSTON OFFICE:**

467 Nepean Highway  
Frankston Vic 3199

**MOUNT WAVERLEY OFFICE:**

308 Stephensons Road  
Mount Waverley Vic 3149

**Tel: (03) 9783 6299**

**Fax: (03) 9781 1143**

**E: [info@alliedgroupservices.com.au](mailto:info@alliedgroupservices.com.au)**

Ref: 23-1363

