



Contract of sale of land

Property: 7 McCarty Avenue, Epping 3076

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Contract of sale of land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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 applies to you.

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

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

EXCEPTIONS: the 3-day cooling-off period does not apply if:

- you bought the property at a publicly advertised auction or on the day on which the auction was held; or
- you bought the land within 3 clear business days before a publicly advertised auction was to be held; or
- you bought the land within 3 clear business days after a publicly advertised auction was held; or
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor 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 about the amount of the deposit moneys payable under the contract of sale, up to 10 per cent of the purchase price.

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

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

Approval

This contract is approved as a standard form of contract under section 53A of the *Estate Agents Act 1980* by the Law Institute of Victoria Limited. The Law Institute of Victoria Limited is authorised to approve this form under the *Legal Profession Uniform Law Application Act 2014*.

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WARNING TO ESTATE AGENTS

DO NOT USE THIS CONTRACT FOR SALES OF 'OFF THE PLAN' PROPERTIES UNLESS IT HAS BEEN PREPARED BY A LEGAL PRACTITIONER

WARNING: YOU SHOULD CONSIDER THE EFFECT (IF ANY) THAT THE WINDFALL GAINS TAX MAY HAVE ON THE SALE OF LAND UNDER THIS CONTRACT.

Contract of sale of land

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

The terms of this contract are contained in the –

- particulars of sale; and
- special conditions, if any; and
- general conditions (which are in standard form: see general condition 6.1)

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

- under power of attorney; or
- as director of a corporation; or
- as agent authorised in writing by one of the parties – must be noted beneath the signature.

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

SIGNED BY THE PURCHASER:

..... on / 2025

Print name(s) of person(s) signing:

.....

State nature of authority, if applicable:

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

SIGNED BY THE VENDOR:

..... on / 2025

Print name(s) of person(s) signing: ASAD AMIN

.....

State nature of authority, if applicable:

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

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Property address

The address of the land is **7 McCarty Avenue, Epping 3076**

Goods sold with the land (general condition 6.3(f)) *(list or attach schedule)*

All fixed floor coverings, electric light fittings and window furnishings.

Payment

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

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (general condition 19)

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

- GST (if any) must be paid in addition to the price if the box is checked
 - This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked
 - This sale is a sale of a going concern' if the box is checked
 - The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 17 & 26.2)

is due on

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

- the above date; and
- the 14th day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

Lease (general condition 5.1)

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

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

- a lease for a term ending on _____ with _____ options to renew, each of _____ years
- OR
- a residential tenancy for a fixed term ending on _____
- OR
- a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender: _____

(or another lender chosen by the purchaser)

Loan amount: no more than _____ Approval date: _____

Building report

General condition 21 applies only if the box is checked

Pest report

~~General condition 22 applies only if the box is checked~~

INFORMATION ONLY

Special conditions

Instructions: *It is recommended that when adding special conditions:*

- *each special condition is numbered;*
- *the parties initial each page containing special conditions;*
- *a line is drawn through any blank space remaining on the last page; and*
- *attach additional pages if there is not enough space.*

- GC 23 – special condition 1**
For the purposes of general condition 23, the expression “periodic outgoings” does not include any amounts to which section 10G of the Sale of Land Act 1962 applies.
- GC 28 – special condition 2**
General condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.

Special Condition 3 – Auction

The property is offered for sale by public auction, subject to the vendor's reserve price. The rules for the conduct of the auction shall be as set out in the schedules to the Sale of Land Regulations 2005 or any rules prescribed by regulation which modify or replace those rules.

General conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.

- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

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

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either:
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
- (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15. DEPOSIT BOND

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

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
 - (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
 - (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

- 17.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;

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

give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
 - (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser, unless the margin scheme applies.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
 - (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
 - (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
 - (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

20. LOAN

- 20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
 - (a) immediately applied for the loan; and
 - (b) did everything reasonably required to obtain approval of the loan; and
 - (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
 - (d) is not in default under any other condition of this contract when the notice is given.
- 20.3 All money must be immediately refunded to the purchaser if the contract is ended.

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
 - (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

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

23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
 - (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
 - (a) the settlement is conducted through an electronic lodgement network; and

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
 - (a) settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:
 - (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
 - (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
- (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
- (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth).
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
- (a) personally, or
- (b) by pre-paid post, or
- (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
- (d) by email.
- 27.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
- (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
- (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

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

29. INSPECTION

The purchaser and/or another person authorised by the purchaser may inspect the property at any reasonable time during the 7 days preceding and including the settlement day.

30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
 - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
 - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
 - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
 - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
 - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
 - (h) the purchaser must observe all obligations that affect owners or occupiers of land;
 - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.
- 31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.
- 31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

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

- (a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and
- (b) any interest due under this contract as a result of the breach.

Default

33. INTEREST

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

34. DEFAULT NOTICE

34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.

34.2 The default notice must:

- (a) specify the particulars of the default; and
- (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
- (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

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

- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
- (b) all those amounts are a charge on the land until payment; and
- (c) the purchaser may also recover any loss otherwise recoverable.

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

- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
- (b) the vendor is entitled to possession of the property; and
- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
- (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
- (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

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.

Land	7 McCarty Avenue, Epping 3076
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Vendor's name	Asad Amin	Date / /
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Vendor's signature	
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Purchaser's name		Date / /
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Purchaser's signature	
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Purchaser's name		Date / /
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Purchaser's signature	
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1 FINANCIAL MATTERS

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

(a) Their total does not exceed:

\$4,000.00

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	
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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.

1.5 Commercial and Industrial Property Tax Reform Act 2024 (Vic) (CIPT Act)

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPCC No. 121.4
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice of property clearance certificate or is as follows	Date: OR <input checked="" type="checkbox"/> 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): -

Not Applicable.

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 under section 192A of the *Building Act* 1993 if the square box is marked with an 'X'

3.4. Planning Scheme

Attached is a certificate with the required specified information.

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:

None to the Vendor's knowledge.

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:

None to the Vendor's knowledge.

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.

6.1 The Owners Corporation is an inactive owners corporation because it is limited to manage the common services within the land affected by the Owners Corporation only. Certificate attached with rules.

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 checked="" type="checkbox"/> (VOIP/NBN only)
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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 1000m²; (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.

12 DUE DILIGENCE CHECKLIST

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

- Vacant Residential Land or Land with a Residence
- Attach Due Diligence Checklist (this will be attached if ticked)

13 ATTACHMENTS

Certificate of Title Volume 1198 Folio 614
Plan of Subdivision No. PS804848E
Owners Corporation Search Report
Planning Certificate
VicPlan with Bushfire Prone Areas Report with zoning and overlay information
City of Whittlesea Land Information Certificate
Yarra Valley Water Information Statement
State Revenue Office Property Clearance Certificate
Owners Corporation Certificate
VicRoads Certificate
Residential Tenancy Agreement dated 25/01/2023
Due Diligence Checklist

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

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

VOLUME 11978 FOLIO 614

Security no : 124124800260W
Produced 27/05/2025 11:58 AM

LAND DESCRIPTION

Lot 3 on Plan of Subdivision 804848E.
PARENT TITLE Volume 07493 Folio 118
Created by instrument PS804848E 08/05/2018

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
ASAD AMIN of 19 LICHEN WAY EPPING VIC 3076
AW443415K 11/01/2023

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AW443416H 11/01/2023
COMMONWEALTH BANK OF AUSTRALIA

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

DIAGRAM LOCATION

SEE PS804848E 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: 7 MCCARTY AVENUE EPPING VIC 3076

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA
Effective from 11/01/2023

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS804848E

DOCUMENT END


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INFORMATION ONLY

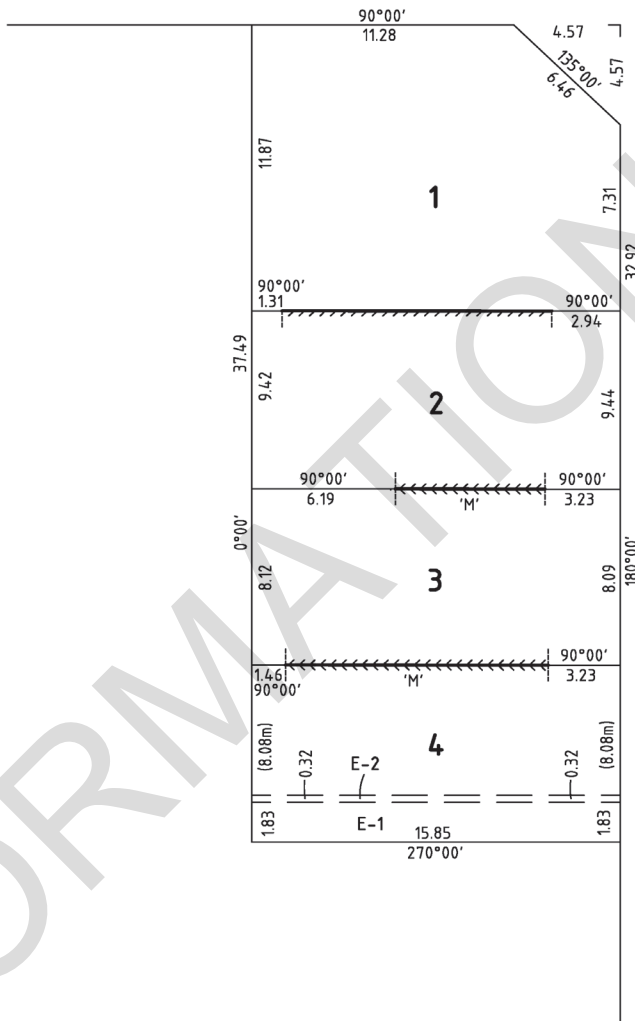
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PLAN OF SUBDIVISION		EDITION 1	PS 804848 E	
LOCATION OF LAND PARISH: WOLLERT TOWNSHIP: SECTION: CROWN ALLOTMENT: 27 (Part) CROWN PORTION: TITLE REFERENCE: Vol. 7493 Fol. 118 LAST PLAN REFERENCE: LP20427 Lot 8 POSTAL ADDRESS: 3 Memorial Avenue, Epping, 3076. (at time of subdivision) MGA CO-ORDINATES: E: 326165 ZONE: 55 (of approx centre of land in plan) N: 5831715 GDA 94		Council Name: Whittlesea City Council Council Reference Number: 609641 Planning Permit Reference: 609641 SPEAR Reference Number: S112198P Certification This plan is certified under section 6 of the Subdivision Act 1988 Statement of Compliance This is a statement of compliance issued under section 21 of the Subdivision Act 1988 Public Open Space A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has been satisfied Digitally signed by: Angela Cuschieri for Whittlesea City Council on 16/04/2018		
VESTING OF ROADS AND/OR RESERVES		NOTATIONS		
IDENTIFIER	COUNCIL/BODY/PERSON			
Nil.	Nil.			
NOTATIONS		LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT AND LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND, IF APPLICABLE, OWNERS CORPORATION RULES. Boundaries shown by thick continuous hatched lines are defined by buildings. Location of boundaries defined by buildings:- Median - Boundaries marked 'M'. →→→→→→ Exterior face - All other boundaries.		
DEPTH LIMITATION DOES NOT APPLY				
SURVEY: This plan is based on survey. STAGING: This is not a staged subdivision. Planning Permit No. This survey has been connected to permanent marks No(s). In Proclaimed Survey Area No.				
EASEMENT INFORMATION				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL THE LAND IN THIS PLAN				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	Drainage & Sewerage	1.83	LP20427	All Lots on LP20427 Yarra Valley Water City of Whittlesea Yarra Valley Water
E-1	Sewerage	1.83	This Plan	
E-1	Drainage	1.83	This Plan	
E-2	Sewerage	0.32	This Plan	
 Phone: (03) 9465 9385 Fax: (03) 9466 2072		SURVEYORS FILE REF: 5218		ORIGINAL SHEET SIZE: A3
LICENSED SURVEYORS / PROFESSIONAL SERVICE Post: PO Box 1349, Bundoora, VIC 3083 Email: info@maplandsurveyors.com.au Website: www.maplandsurveyors.com.au		Digitally signed by: Martin Powell (Map Land Surveyors Pty Ltd), Surveyor's Plan Version (4), 04/04/2018, SPEAR Ref: S112198P		SHEET 1 OF 2
				PLAN REGISTERED TIME: 11:23 am DATE: 08 / 05 / 2018 Ian D Thomson Assistant Registrar of Titles

PS 804848 E

MEMORIAL AVENUE

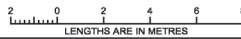
Mc CARTY AVENUE



Phone: (03) 9465 9385
Fax: (03) 9466 2072

LICENSED SURVEYORS / PROFESSIONAL SERVICE
Post: PO Box 1349, Bundoora, VIC 3083
Email: info@maplandsurveyors.com.au Website: www.maplandsurveyors.com.au

SCALE
1:200



Digitally signed by: Martin Powell (Map Land Surveyors Pty Ltd),
Surveyor's Plan Version (4),
04/04/2018, SPEAR Ref: S112198P

ORIGINAL SHEET
SIZE: A3

SHEET 2

Digitally signed by:
Whittlesea City Council,
16/04/2018,
SPEAR Ref: S112198P



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 27/05/2025 12:00:18 PM

OWNERS CORPORATION 1
PLAN NO. PS804848E

The land in PS804848E is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Lots 1 - 4.

Limitations on Owners Corporation:

Limited

Postal Address for Services of Notices:

1/3 MEMORIAL AVENUE EPPING VIC 3076

OC039156Y 08/05/2018

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

OC039156Y 08/05/2018

Notations:

The purpose of Owners Corporation 1 Plan no: PS804848E is to manage the common services within the land affected by the Owners Corporation

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Lot 1	25	25
Lot 2	25	25
Lot 3	25	25
Lot 4	25	25
Total	100.00	100.00

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 27/05/2025 12:00:18 PM

OWNERS CORPORATION 1
PLAN NO. PS804848E

Instrument or Folio is to be read as a reference to an Owners Corporation.

Statement End.

INFORMATION ONLY

PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987
and the Planning and Environment Regulations 2005

CERTIFICATE REFERENCE NUMBER

1142278

APPLICANT'S NAME & ADDRESS

ZENITH LAWYERS C/- INFOTRACK (LEAP) C/- LANDATA
DOCKLANDS

VENDOR

AMIN, ASAD

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

24503

This certificate is issued for:

LOT 3 PLAN PS804848 ALSO KNOWN AS 7 MCCARTY AVENUE EPPING
WHITTLESEA CITY

The land is covered by the:

WHITTLESEA PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a ACTIVITY CENTRE ZONE - SCHEDULE 1
- is within a BUILT FORM OVERLAY - SCHEDULE 1
- and a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 14
- and a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 3

A detailed definition of the applicable Planning Scheme is available at :
(<http://planningschemes.dpced.vic.gov.au/schemes/whittlesea>)

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian
Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be
checked carefully.

The above information includes all
amendments to planning scheme maps
placed on public exhibition up to the date
of issue of this certificate and which are
still the subject of active consideration

Copies of Planning Schemes and
Amendments can be inspected at the
relevant municipal offices.

LANDATA®

T: (03) 9102 0402

E: landata.enquiries@servictoria.com.au

27 May 2025

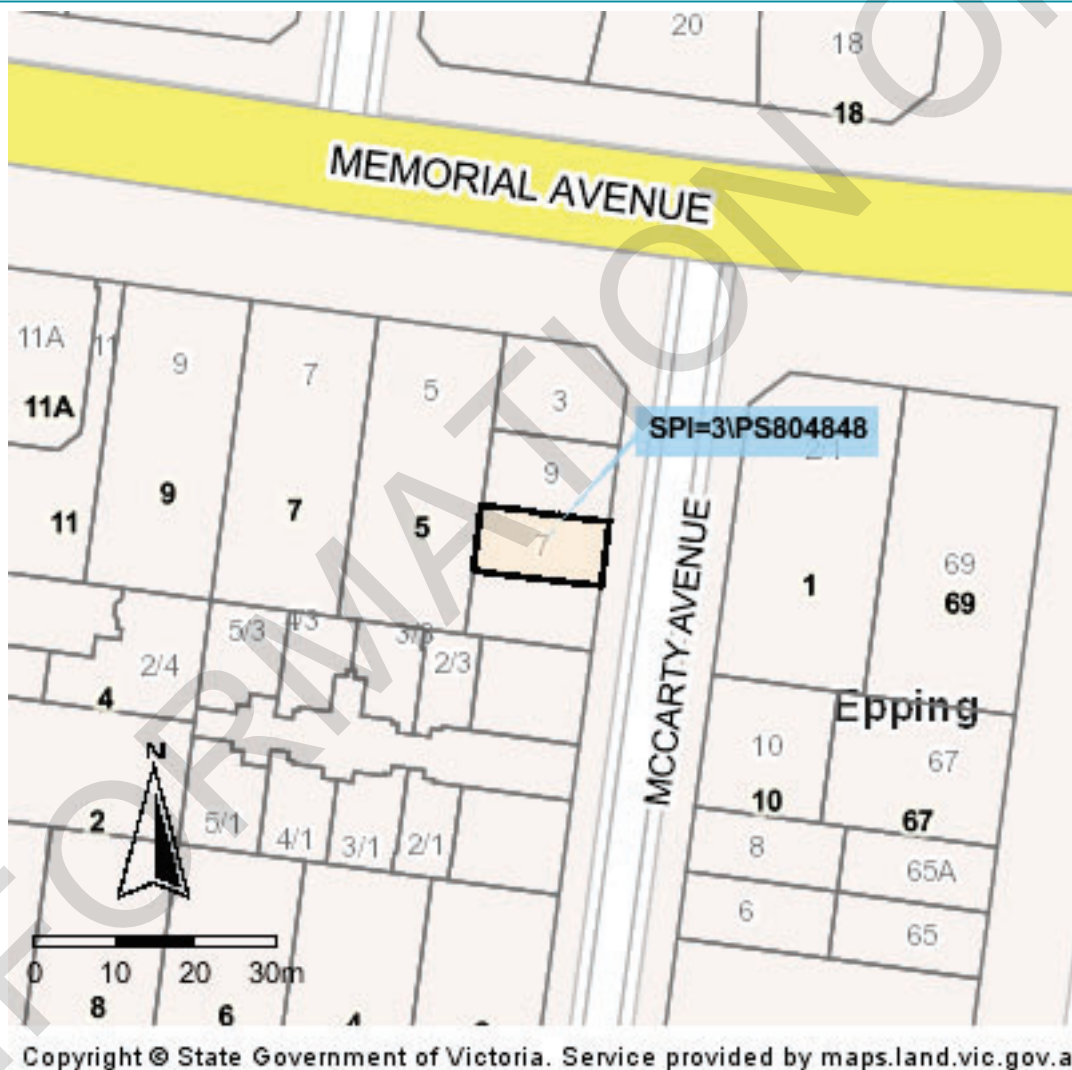
Sonya Kilkeny
Minister for Planning

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9102 0402 or email landata.enquiries@servictoria.com.au

Please note: The map is for reference purposes only and does not form part of the certificate.



Choose the authoritative Planning Certificate

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As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.
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Next business day delivery, if further information is required from you.

Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.

From www.planning.vic.gov.au at 27 May 2025 12:15 PM

PROPERTY DETAILS

Address: **7 MCCARTY AVENUE EPPING 3076**
 Lot and Plan Number: **Lot 3 PS804848**
 Standard Parcel Identifier (SPI): **3\PS804848**
 Local Government Area (Council): **WHITTLESEA**
 Council Property Number: **1026335**
 Planning Scheme: **Whittlesea**
 Directory Reference: **Melway 182 C10**

www.whittlesea.vic.gov.au

[Planning Scheme - Whittlesea](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
 Melbourne Water Retailer: **Yarra Valley Water**
 Melbourne Water: **Inside drainage boundary**
 Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**
 Legislative Assembly: **THOMASTOWN**

OTHER

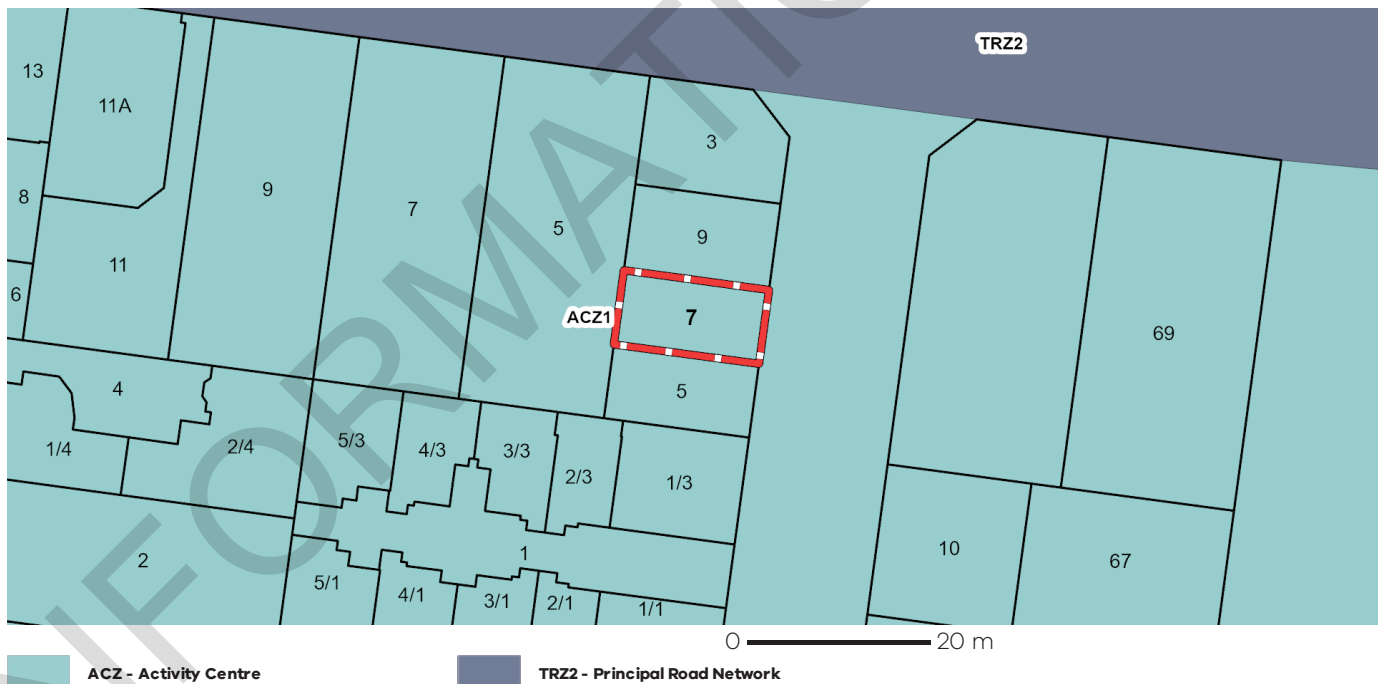
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[ACTIVITY CENTRE ZONE \(ACZ\)](#)

[ACTIVITY CENTRE ZONE - SCHEDULE 1 \(ACZ1\)](#)

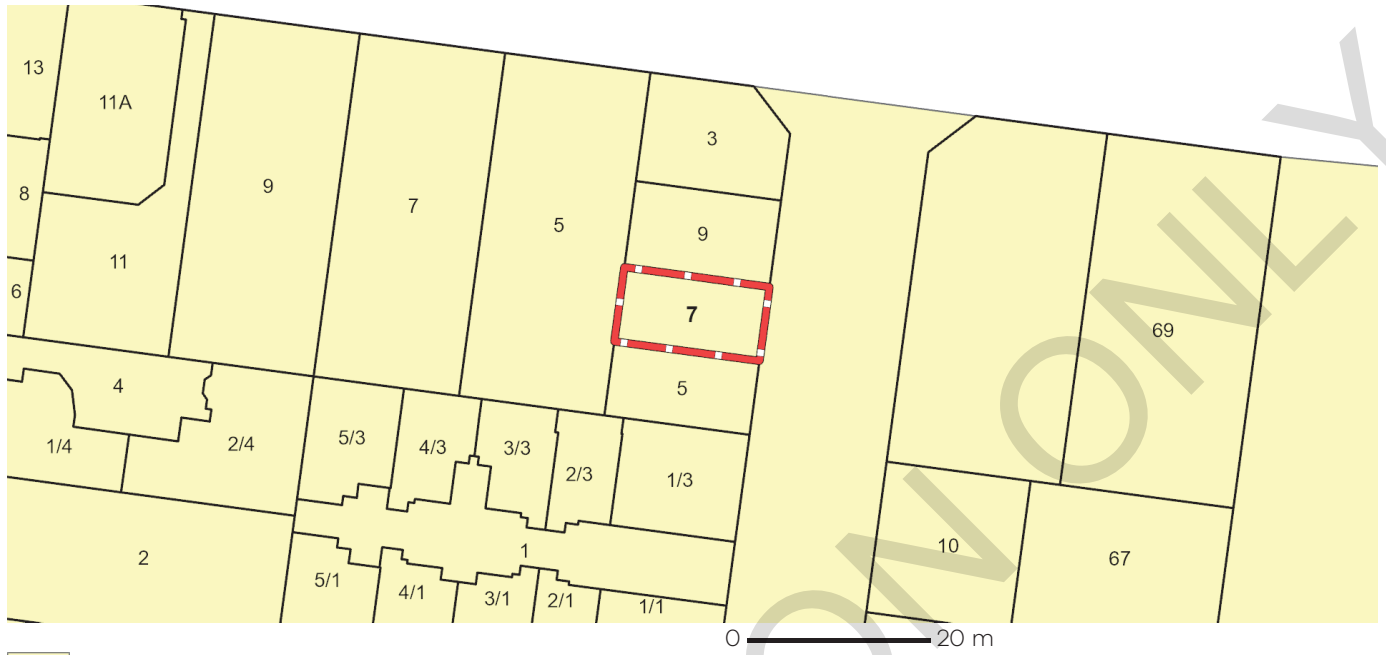


Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

Planning Overlays

BUILT FORM OVERLAY (BFO)

BUILT FORM OVERLAY - SCHEDULE 1 (BFO1)



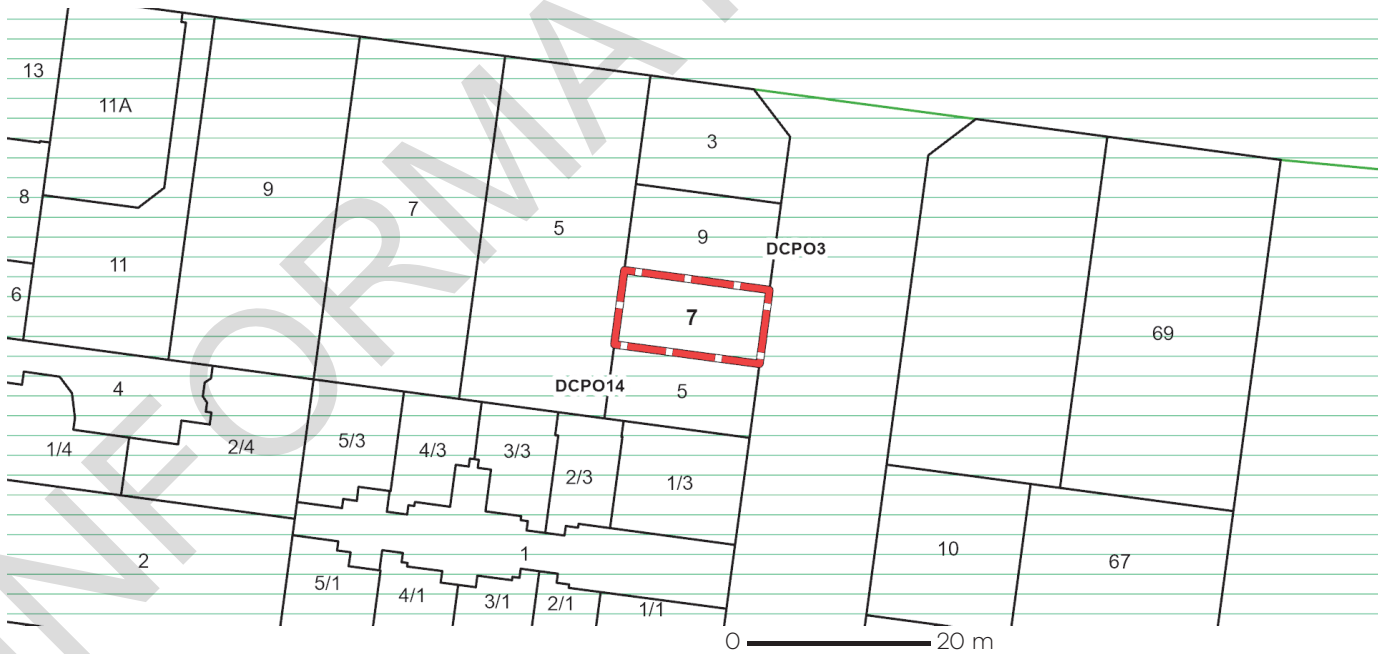
BFO - Built Form Overlay

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

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 3 (DCPO3)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 14 (DCPO14)



DCPO - Development Contributions Plan Overlay

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

Areas of Aboriginal Cultural Heritage Sensitivity

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

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

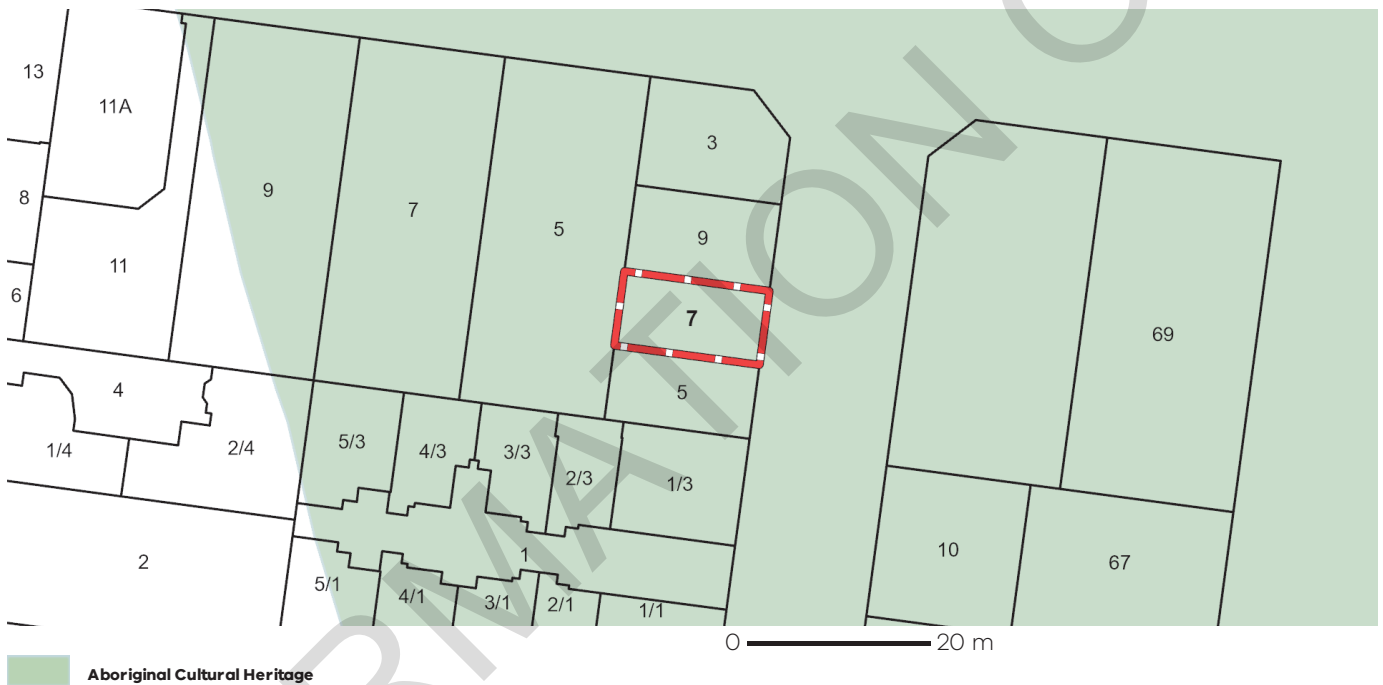
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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

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

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.aav.nrms.net.au/aavQuestion1.aspx>

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



Further Planning Information

Planning scheme data last updated on 22 May 2025.

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

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

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

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

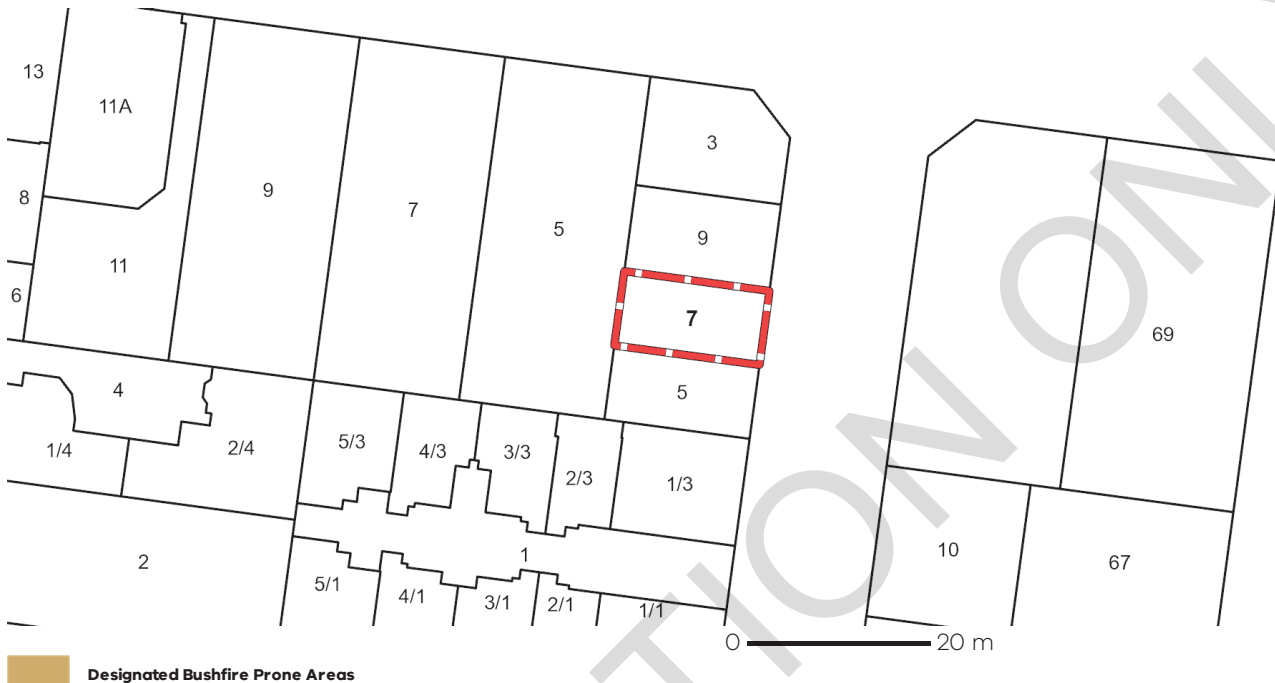
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

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 \(environment.vic.gov.au\)](#)

37.08
31/07/2018
VC148

ACTIVITY CENTRE ZONE

Shown on the planning scheme map as **ACZ** with a number.

Purpose

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

To encourage a mixture of uses and the intensive development of the activity centre:

- As a focus for business, shopping, working, housing, leisure, transport and community facilities.
- To support sustainable urban outcomes that maximise the use of infrastructure and public transport.

To deliver a diversity of housing at higher densities to make optimum use of the facilities and services.

To create through good urban design an attractive, pleasant, walkable, safe and stimulating environment.

To facilitate use and development of land in accordance with the Development Framework for the activity centre.

37.08-1
17/09/2009
VC59

Operation

A schedule to this zone comprises the Development Framework for the activity centre.

A schedule to this zone must contain:

- A framework plan for the activity centre.
- A statement of the activity centre land use and development objectives to be achieved.

A schedule to this zone may contain:

- Centre-wide provisions.
- Precinct provisions.

37.08-2
17/09/2009
VC59

Table of uses

Section 1 - Permit not required

Use	Condition
Any use in Section 1 of the schedule to this zone	Must comply with any condition in Section 1 of the schedule to this zone.

Section 2 - Permit required

Use	Condition
Any use in Section 2 of the schedule to this zone	Must comply with any condition in Section 2 of the schedule to this zone.

Section 3 - Prohibited

Use
Any use in Section 3 of the schedule to this zone

37.08-317/09/2009
VC59**Use of land**

Any requirement in the schedule to this zone must be met.

37.08-414/12/2023
VC253**Subdivision**

A permit is required to subdivide land.

Any requirement in the schedule to this zone must be met.

A permit must not be granted which would allow a separate lot to be created for land containing a small second dwelling.

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"> ▪ The area of either lot is reduced by less than 15 percent. ▪ The general direction of the common boundary does not change. 	Clause 59.01
Subdivide land into lots each containing an existing building or car parking space where: <ul style="list-style-type: none"> ▪ The buildings or car parking spaces have been constructed in accordance with the provisions of this scheme or a permit issued under this scheme. ▪ 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. 	Clause 59.02
Subdivide land into 2 lots if: <ul style="list-style-type: none"> ▪ The construction of a building or the construction or carrying out of works on the land: <ul style="list-style-type: none"> – Has been approved under this scheme or by a permit issued under this scheme and the permit has not expired. – Has started lawfully. ▪ The subdivision does not create a vacant lot. 	Clause 59.02

37.08-531/07/2018
VC148**Buildings and works**

A permit is required to construct a building or construct or carry out works unless the schedule to this zone specifies otherwise.

An apartment development must meet the requirements of Clause 58.

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 a building or construct or carry out works with an estimated cost of up to \$500,000 and the land is not: <ul style="list-style-type: none"> ▪ Within 30 metres of land (not a road) which is in a residential zone. ▪ Used for a purpose listed in the table to Clause 53.10. 	Clause 59.04

Transitional provisions

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.

37.08-6
17/09/2009
VC59

Design and development

A schedule to this zone may include requirements relating to:

- Building setbacks.
- Building height.
- Building materials.
- Access.
- Landscaping.
- Public realm.
- Any other requirements or guidelines relating to the design or built form of new development.

A permit may be granted to construct a building or construct or carry out works which is not in accordance with any design and development requirement in the schedule to this zone unless the schedule to this zone specifies otherwise.

37.08-7
14/01/2025
VC237

Application requirements**Use**

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

- A description of the proposed use and the types of activities which will be carried out and any proposed staging of use and activities on the land.
- Plans drawn to scale and dimensioned which show:
 - The siting and use of buildings.
 - Areas not required for immediate use.
 - Adjacent buildings and uses.

WHITTLESEA PLANNING SCHEME

- 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, glare, air-borne emissions and emissions to land and water.
- If an industry or warehouse:
 - The type and quantity of goods to be stored, processed or produced.
 - Whether a Development Licence, Operating Licence, Permit or Registration is required from the Environment Protection Authority.
 - Whether a notification under the Occupational Health and Safety Regulations 2017 is required, a licence under the *Dangerous Goods Act 1985* is required, or a fire protection quantity under the *Dangerous Goods (Storage and Handling) Regulations 2022* is exceeded.
- Any other information specified in the schedule to this zone.

Subdivision

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

- Plans drawn to scale and dimensioned which show:
 - Site shape, size, dimensions and orientation.
 - The pattern of subdivision of the surrounding area.
 - Easements.
 - Location of drainage and other utilities.
 - Street frontage features such as poles, street trees and kerb crossings.
 - Access points.
 - Any natural features.
- Any other information specified in the schedule to this zone.

Buildings and works

An application to construct a building or construct or carry out works must be accompanied by the following information, as appropriate:

- Plans drawn to scale and dimensioned which show:
 - The boundaries and dimensions of the site.
 - Adjoining roads.
 - The location, height and use of buildings and works on adjoining land.
 - Levels of the site and the difference in levels between the site and surrounding properties to a defined point at the site boundaries or to Australian Height Datum (AHD).
 - Any contaminated soils and filled areas, where known.
 - The layout of existing and proposed buildings and works.
 - The internal layout and use of the proposed development.
 - All access and pedestrian areas.
 - All driveway, car parking and loading areas.
 - Existing vegetation and proposed landscape areas.
 - All external storage and waste treatment areas.

- The location of easements and services.
- Elevation plans drawn to scale and dimensioned which show:
 - The building form and scale.
 - Setbacks to property boundaries.
 - Finished floor levels and building heights to a defined point at the site boundaries or to Australian Height Datum (AHD).
- Shadow diagrams based on the equinox shown for existing conditions and the proposed development.
- A schedule of finishes for the proposed development detailing materials and colours of external surfaces including walls, roofs and fences.
- A written statement providing an assessment of the proposal against the relevant sections of the Planning Policy Framework, Activity Centre Zone and any relevant overlays.
- An assessment of the characteristics of the area including:
 - Any environmental features such as vegetation, topography and significant views.
 - Street design and landscape.
 - The pattern of development.
 - Building form, scale and rhythm.
 - Architectural style, building details and materials.
 - Connection to the public realm.
 - Any significant noise, odour, fume and vibration sources to and/or from the development.
- A landscape plan which includes the description of vegetation to be planted, the surfaces to be constructed, site works specification and method of preparing, draining, watering and maintaining the landscape area.
- Construction details of all drainage works, driveways, vehicle parking and loading areas.
- An urban context report and design response as required in Clause 58.01 for an application to construct or extend an apartment development, or to construct or extend a dwelling in or forming part of an apartment development.
- Any other information specified in the schedule to this zone.

37.08-8
31/07/2018
VC148

Exemption from notice and review

An application under Clauses 37.08-2, 37.08-4, 37.08-5 or 37.08-6 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 unless the schedule to this zone specifies otherwise.

A schedule to this zone may specify an application in respect of land in an Activity Centre Zone under any other specified provision of this scheme 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.

37.08-9
31/03/2025
VC267

Decision guidelines

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 development framework plan set out in the schedule to this zone.

WHITTLESEA PLANNING SCHEME

- The land use and development objectives set out in the schedule to this zone.
- The extent that the layout and design of the new use or development minimises the potential for off-site impacts, including from noise, fumes, odour or vibrations, ensuring that:
 - existing uses are not compromised by a new development, or
 - a new development is designed to address amenity impacts from existing uses.
- Any requirements set out in the schedule to this zone.
- Any other decision guidelines specified in the schedule to this zone.

Access

- Movements systems through and around the site including the movement of pedestrians and cyclists, and vehicles providing for supplies, waste removal, emergency services and public transport.
- The provision of car parking, loading of vehicles and access to parking spaces and loading bays.

Use

- The interim use of those parts of the land not required for the proposed use.
- Whether the use is compatible with adjoining and nearby land uses.

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.

Design and built form

- The design, scale, height, setback, appearance and material of the proposed buildings and works.
- The provision for solar access to the building and on the public realm.
- The design of the public realm.
- The relationship between the proposed building and the public realm.
- The streetscape, including the conservation of buildings, the design of verandas, access from the street front, provision of active frontages to pedestrian areas, the treatment of the fronts and backs of buildings and their appurtenances, illumination of buildings or their immediate spaces and the landscaping of land adjoining a road.
- The interface with adjoining zones, especially the relationship with residential zones.
- The objectives, standards and decision guidelines of Clause 54. Clause 55 and Clause 57. This does not apply to an apartment development.
- For an apartment development, the objectives, standards and decision guidelines of Clause 58.
- The storage of rubbish and materials for recycling.

Transitional provisions

The objectives, standards and decision guidelines of 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.

WHITTLESEA PLANNING SCHEME

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

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.

Clause 55 of this planning scheme, as in force immediately before the approval date of Amendment VC267, 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.

37.08-10

31/07/2018
VC148

Signs

Sign requirements are at Clause 52.05. This zone is in Category 1 unless a schedule to this zone specifies a different category.

37.08-11

17/09/2009
VC59

Other provisions of the scheme

The schedule to this zone may specify that other provisions of the scheme do not apply.

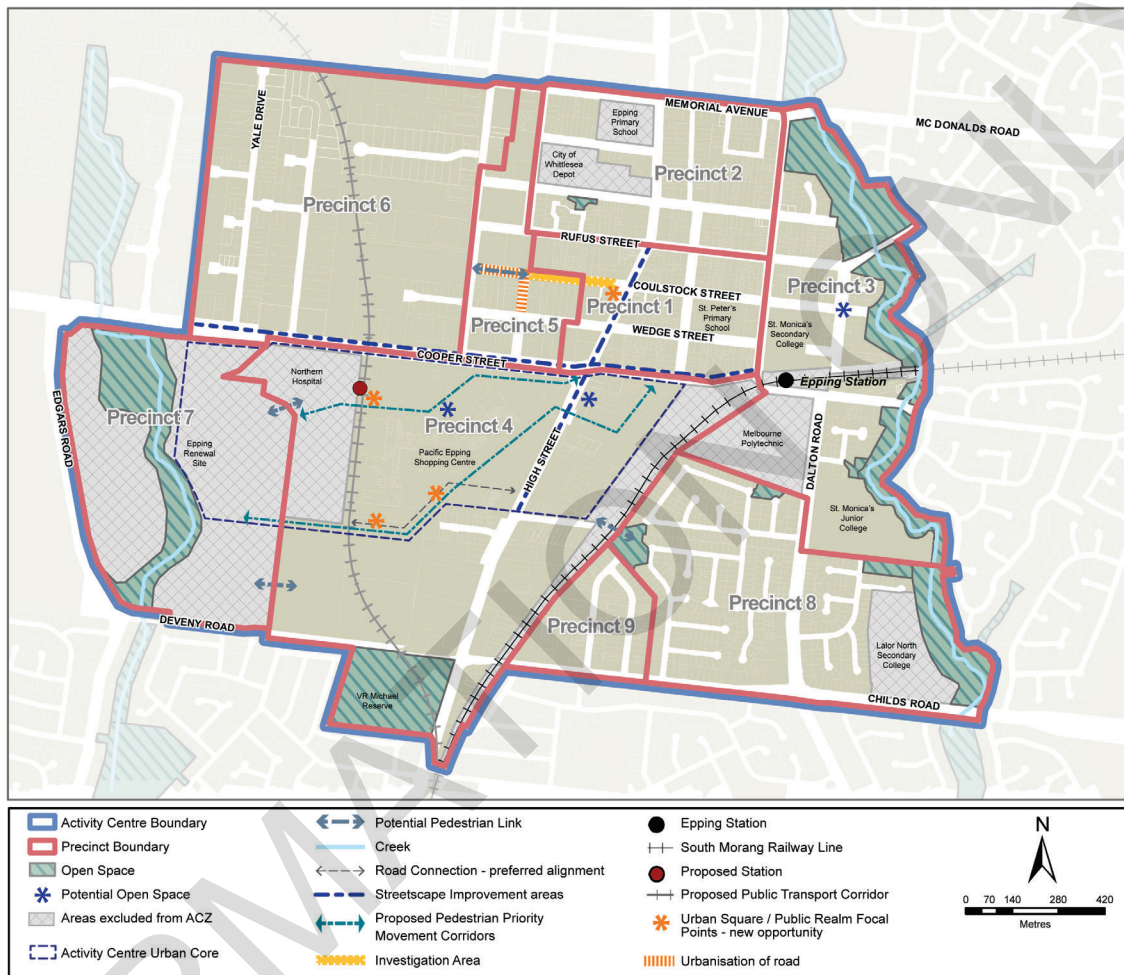
SCHEDULE 1 TO CLAUSE 37.08 ACTIVITY CENTRE ZONE

Shown on the planning scheme map as ACZ1.

EPHING CENTRAL METROPOLITAN ACTIVITY CENTRE

Epping Central Framework Plan

Map 1 to Schedule 1 to Clause 37.08



Land use and development objectives to be achieved

General / land use

- To strengthen links between key attractors, particularly along Cooper Street between Epping Station, Pacific Epping, and the High Street Village (sub-precinct 1A).
- To encourage a mix of uses in locations that ensure the most efficient use of land in the centre, protect the amenity of sensitive uses, and maximise use of existing resources, including:
 - Office and high employment-generating industrial uses that increase local employment and training opportunities with a focus on medical and food related activities.
 - Entertainment options including restaurants, sport and recreation, live music venues, conference facilities, and performing arts spaces, that contribute to a family-friendly, youth-inclusive and safe environment.
 - Well-designed high and medium density residential development comprising a diverse range of dwelling types and tenures including social and affordable housing.
 - Community services and facilities and provision of open space that respond to the needs of existing and future residents of all cultural backgrounds, life stages and abilities.

WHITTLESEA PLANNING SCHEME

- Regional level government and non-government facilities, services and office development in the Activity Centre Urban Core consistent with the Epping Central Framework Plan at section 1.0 of this schedule.
- To promote land uses that create a vibrant urban environment through high levels of activity (during the day and night) around key activity hubs including High Street Village and Pacific Epping shopping centre.
- To encourage high-density mixed-use development with retail, commercial and entertainment at lower levels and residential at the upper levels.
- To implement a harm minimisation approach to land uses that have potential detrimental impacts such as by limiting the proliferation of packaged liquor outlets and electronic gaming machines to reduce negative impacts on community health and wellbeing.

Transport and access

- To facilitate an efficient, safe, accessible and permeable transport network that prioritises walking, cycling and public transport access over private motor vehicle usage in the design of all new developments, roads and public spaces.
- To protect the future Wollert Public Transport Corridor alignment including provision for a future station in Epping Central.

Land configuration

- To encourage site consolidation to facilitate development in accordance with the Epping Central Structure Plan.
- To discourage subdivision that jeopardises higher density, integrated development outcomes.

Table of uses

Section 1 - Permit not required

Use	Condition
Accommodation (other than Camping and caravan park, Corrective institution, Dependent person's unit and Dwelling, Host farm and Small second dwelling)	<p>If located in precincts 4 or 5 or sub-precinct 8A - Any frontage at ground floor level must not exceed 2 metres.</p> <p>Must not be located in precincts 6 or 9.</p> <p>Must not be within 100 metres of sub-precinct 6C.</p>
Automated collection point	<p>Must meet the requirements of Clause 52.13-3 and 52.13-5.</p> <p>The gross floor area of all buildings must not exceed 50 square metres.</p>
Cinema	Must be located in sub-precinct 4A.
Cinema-based entertainment facility	Must be located in sub-precinct 4A.
Dwelling	<p>Must be in precincts 2, 4, 5 or 8 or sub-precincts 1A, 1B, 1C, 3A or 3B.</p> <p>If located in precincts 4 or 5 or sub-precincts 1A, 2A or 8A, must be above ground floor level, except for entry foyers.</p> <p>Must not be located within 100 metres of sub-precinct 6C.</p>

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WHITTLESEA PLANNING SCHEME

Use	Condition
Education centre	Must be in sub-precincts 1D or 3C
Food and drink premises (other than Bar, Hotel and Take away food premises)	Must be in precincts 4 or 5, or sub-precincts 1A, 2A or 8A. If located in precinct 5 or sub-precinct 4D, the leasable floor area must not exceed 100 square metres.
Home based business	Must not be located in precincts 6 or 9.
Industry (other than Materials recycling, Refuse disposal, Rural industry and Transfer station)	<p>Must be located in precinct 9 or sub-precinct 6C.</p> <p>Must not be a purpose listed in the table to Clause 53.10 with no threshold distance specified.</p> <p>The land must be at least the following distances from land (not a road) which is in precinct 2, sub-precincts 1B, 3A or 8B, a residential zone, land used for a hospital or an education centre or land in a Public Acquisition Overlay to be acquired for a hospital or an education centre:</p> <ul style="list-style-type: none"> ▪ The threshold distance, for a purpose listed in the table to Clause 53.10. ▪ 30 metres, for a purpose not listed in the table to Clause 53.10. <p>Must not adversely affect the amenity of the neighbourhood, including through the:</p> <ul style="list-style-type: none"> ▪ Transport of materials, goods or commodities to or from the land. ▪ Appearance of any stored goods or materials. ▪ Emission of noise, artificial light, vibration, odour, fumes, smoke, vapour, steam, soot, ash, dust, waste water, waste products, grit or oil.
Informal outdoor recreation	
Office	<p>Must be located in precincts 4 or 5, or sub-precincts 1A, 2A, 6A, 6B or 8A.</p> <p>If located in sub-precincts 1A, 2A, 4A or 8A any frontage at ground floor level must not exceed 2 metres, unless the office is a bank, real estate agency, travel agency, or any other office where the floor space adjoining the frontage is a customer service area accessible to the public.</p>
Place of assembly (other than Carnival, Circus, Cinema, Cinema based-entertainment facility, Nightclub and Place of worship)	Must be located in precincts 4 or 5
Place of worship	<p>Must be in precincts 2 or 3, or sub-precincts 1B, 1C, 1D or 8B.</p> <p>The gross floor area of all buildings must not exceed 250 square metres.</p> <p>The site must adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3.</p>

WHITTLESEA PLANNING SCHEME

Use	Condition
Postal agency	Must be located in sub-precincts 1A, 4A, 4B or 8A
Restricted retail premises	Must be located in precincts 4 or 5, or sub-precincts 1A or 8A.
Retail premises (other than Food and drink premises, Gambling premises, Shop, Postal agency)	Must be located in precincts 4 or 5, or sub-precincts 1A, 2A or 8A.
Small second dwelling	<p>Must be no more than one dwelling existing on the lot.</p> <p>Must be the only small second dwelling on the lot.</p> <p>Must not be connected to a reticulated natural gas supply.</p> <p>Must not be in precincts 6 or 9.</p>
Shop (other than Adult sex product shop, Bottle shop, Restricted retail premises, Sex services premises and Supermarket)	<p>Must be located in precincts 4 or 5, or sub-precincts 1A, 2A or 8A.</p> <p>If located in precinct 5 or sub-precinct 4D:</p> <ul style="list-style-type: none"> ▪ Must adjoin, or be on the same land as, a supermarket when the use commences. ▪ The combined leasable floor area for all shops adjoining or on the same land as the supermarket must not exceed 500 square metres. ▪ The site must adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3.
Supermarket	<p>Must be located in precincts 4 or 5, or sub-precincts 1A, 2A or 8A.</p> <p>If located in precinct 5 or sub-precinct 4D:</p> <ul style="list-style-type: none"> ▪ The leasable floor area must not exceed 1800 square metres. ▪ The site must adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3.
Take away food premises	Must be located in precincts 4 or 5, or sub-precincts 1A, 2A or 8A.
Railway	
Warehouse (other than Fuel depot and Store)	Must be located in sub-precinct 6C
Any use listed in Clause 62.01	Must meet requirements of Clause 62.01.

Section 2 - Permit required

Use	Condition
Accommodation (other than Camping and caravan park, Caretaker's dwelling, Corrective institution, Dwelling, Host farm and Small second dwelling)	Must not be located in precincts 6 or 9.
Adult sex product shop	<p>Must be at least 200 metres (measured by the shortest route reasonably accessible on foot) from land used for a primary school or secondary school or land in a Public Acquisition Overlay to be acquired for a primary school or secondary school.</p> <p>Must not be located in precinct 2 or 3 or sub-precincts 1B, 1C, 1D or 8B.</p> <p>If located in sub-precinct 1A or 8A must be located above ground floor level, except for entry foyers.</p>
Aquaculture	Must be located in precincts 4, 5, 6 or 9.
Bar	Must not be located in precincts 3, 6 or 9 or sub-precincts 1B, 1C, 1D, 2B or 8B.
Bottle shop	<p>Must be located in precinct 4, 5 or sub-precincts 1A, 2A or 8A.</p> <p>Must be at least 200 metres (measured by the shortest route accessible on foot) from a primary school or secondary school or land in a Public Acquisition Overlay to be acquired for a primary school or secondary school.</p>
Child care centre	Must not be located in precincts 6 or 9.
Cinema	Must not be located in precincts 6 or 9.
Cinema based entertainment facility	Must not be located in precincts 6 or 9.
Crop raising (other than Horticulture, Rice growing and Timber production)	Must be in precincts 4, 5, 6 or 9.
Dwelling – if the Section 1 Condition is not met	<p>Must not be located in precincts 9 or 6.</p> <p>Must not be located within 100 metres of sub-precinct 6B.</p>
Domestic animal husbandry	<p>Must be no more than five animals.</p> <p>Must not be located in sub-precincts 4A or 4B.</p>
Education Centre (except for Child care centre, Primary School and Secondary School)	
Gambling premises	Must be located in precinct 5 or sub-precinct 4D.
Horticulture	

WHITTLESEA PLANNING SCHEME

Use	Condition
Hotel	Must not be located in precincts 3, 6 or 9 or sub- precincts 1B, 1C, 1D, 2B or 8B.
Industry (other than Materials recycling, Refuse disposal, Rural industry and Transfer station) – if the Section 1 Condition is not met	<p>Must be in precincts 4, 5, 6 or 9 or sub-precincts 1A, 2A or 8A.</p> <p>If located in precincts 4 or 5, or sub-precincts 1A, 2A or 8A, must not be a purpose listed in the table to Clause 53.10.</p> <p>If located in sub-precinct 6A or 6B, the land must be at least the following distances from land (not a road) which is in sub-precincts 1B, 1C, 2B, 3A, 3B or 8B, a residential zone, land used for a hospital or an education centre or land in a Public Acquisition Overlay to be acquired for a hospital or an education centre:</p> <ul style="list-style-type: none"> ▪ The threshold distance, for a purpose listed in the table to Clause 53.10. ▪ 30 metres, for a purpose not listed in the table to Clause 53.10.
Leisure and recreation (other than Informal outdoor recreation, Major Sports and recreation facility and Motor racing track)	
Major sports and recreation facility	Must not be located in precincts 1, 2 or 3 or sub-precinct 8B.
Market	
Nightclub	Must be in precincts 4 or 5.
Office – if the Section 1 Condition is not met	
Primary School	Must not be located in precincts 6 or 9.
Retail premises (other than Food and drink premises, Gambling premises, Market, and Shop)	Must not be located in precinct 3 or sub-precincts 1B, 1C, 1D, 2B or 8B.
Secondary School	Must not be located in precincts 6 or 9.
Sex services premises	<p>Must not be located in precinct 2 or 3 or sub-precincts 1B, 1C, 1D or 8B.</p> <p>If located in sub-precinct 1A, or 8A must be located above ground floor level, except for entry foyers.</p> <p>Must be at least 200 metres (measured by the shortest route reasonably accessible on foot) from land used for a primary school or secondary school or land in a Public Acquisition Overlay to be acquired for a primary school or secondary school.</p>
Small second dwelling – if section 1 condition not met	Must not be located in precincts 6 or 9.

WHITTLESEA PLANNING SCHEME

Use	Condition
Shop (other than Adult sex product shop, Bottle shop, Convenience shop and Restricted retail premises) if the Section 1 Condition is not met	Must not be in precincts 6 or 9.
Take away food premises – if the Section 1 Condition is not met	Must not be in sub-precincts 1B, 1C, 2B, 3A, 3B or 8B.
Utility installation (other than Minor utility installation and Telecommunications facility)	
Warehouse (other than Store and Fuel depot) – if the Section 1 condition is not met	Must be located in precincts 4, 5 or 9 or sub-precincts 6A or 6B. Must not be a purpose listed in the table to 53.10.
Any other use not in Section 1 or 3	

Section 3 – Prohibited

Use
Agriculture (other than Apiculture, Aquaculture, Crop raising and Domestic animal husbandry)
Airport
Corrective institution
Camping and caravan park
Freeway service centre
Fuel Depot
Host farm
Materials recycling
Motor racing track
Refuse depot
Rice growing
Road freight terminal
Rural industry
Saleyard
Store
Timber production
Transfer station (other than Automated collection point)

Centre-wide provisions

Use of land

Sale of packaged liquor

A permit to use land to sell packaged liquor:

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WHITTLESEA PLANNING SCHEME

- Should not be granted if the floor area for the bottle shop component of the use (including sales and storage) exceeds 200 square metres. This does not apply if the permit application is for the relocation of an existing bottle shop, which will result in no net increase in the floor area of the bottle shop.
- Should not be granted unless the premises is a minimum of 200 metres (measured by the shortest route accessible on foot) from land used for a primary school or secondary school, or land in a Public Acquisition Overlay to be acquired for a primary school or secondary school.
- Should not allow the premises to operate outside of the following trading hours:

Day	Hours
Sunday	Between 10 am & 9 pm
Anzac Day	Between 12 noon & 9 pm
Good Friday and Christmas Day	No trading
On any other day	Between 9 am & 9 pm

4.2
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Subdivision

None specified.

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Buildings and works

No permit is required to:

- Extend a dwelling on a lot of more than 300 square metres. This exemption does not apply to:
 - Extension of a dwelling if there are two or more dwellings on the lot.
 - Extension of a dwelling if it is on common property.
- 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 height is not more than 3 metres above the ground.
- Install an automatic teller machine.
- An alteration to an existing building façade provided:
 - The alteration does not include the installation of an external roller shutter.
 - In precincts 4 or 5, or sub-precincts 1A, 2A, 6A, or 8A, at least 80 per cent of the building façade at ground level is maintained as an entry or window with clear glazing.

4.4
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GC252

Design and development

None Specified.

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5.1
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Precinct provisions

Precinct 1 – High Street Village

5.1-1 Precinct map



5.1-2 Precinct objectives

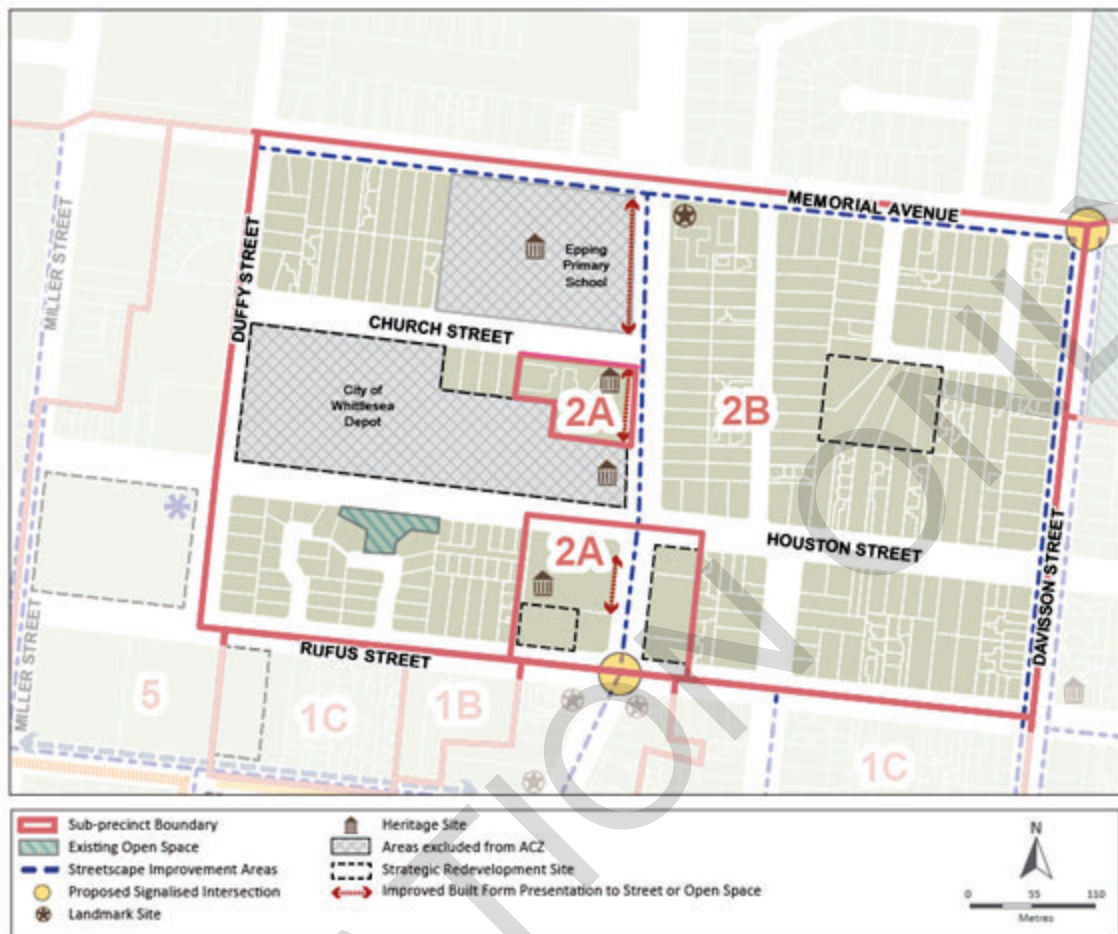
- To support specialised retail, office, commercial, residential, entertainment, food and drink and lifestyle focussed land uses.
- To encourage café, dining, entertainment and other mixed-use development that supports day time and evening activity and which contributes to the vibrancy of the precinct.
- To encourage increased provision of business uses on the ground floor with office and residential uses above along High and Cooper Streets.

5.1-3 Precinct guidelines

- Retail and commercial uses in this precinct should not undermine the Regional Demand Precinct which is the 'activity' heart of the Activity Centre.
- Ground floor uses which promote or support pedestrian activity, activate street frontages, operate in the evening and expand the retail and service offerings such as specialty retail, entertainment and café/restaurant uses are encouraged along High and Cooper Streets.
- Office and residential uses above ground floor level should contribute to the activation and surveillance of the public realm from within upper levels.
- Any office, convenience restaurant or shop development in sub-precinct 1B should generally be located on Cooper Street, on the ground floor only and should generally not exceed 300sqm in area.

Precinct 2 – High Street North

5.2-1 Precinct map



5.2-2 Precinct objectives

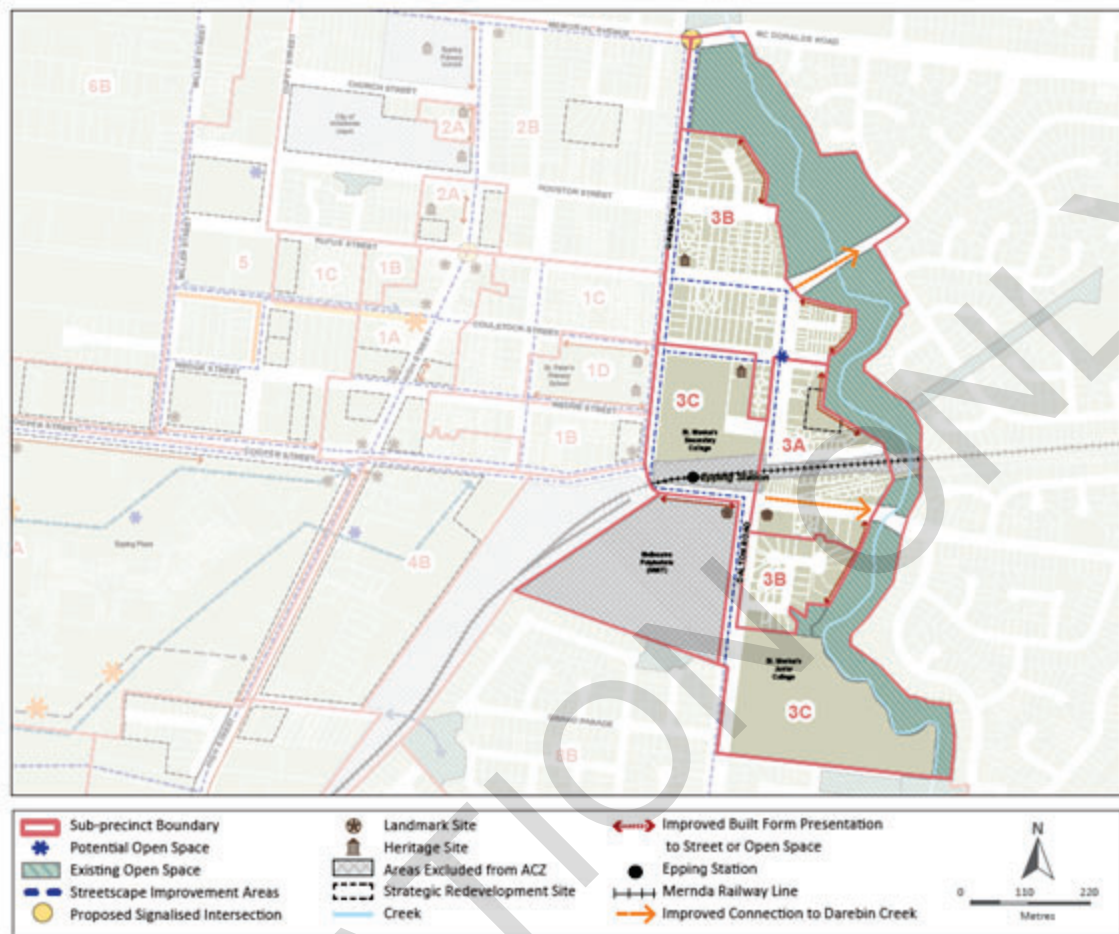
- To encourage mixed-use development along High Street that makes a positive contribution to the streetscape and heritage site interfaces.

5.2-3 Precinct guidelines

- Encourage residential, commercial, community and office based land uses to address High Street in order to increase levels of activity and passive surveillance.
- Office development in Precinct 2B should generally be located on High Street or at the interface with Precinct 5, be on the ground floor only and should generally not exceed 300sqm in area.

Precinct 3 – Epping Station

5.3-1 Precinct map



5.3-2 Precinct objectives

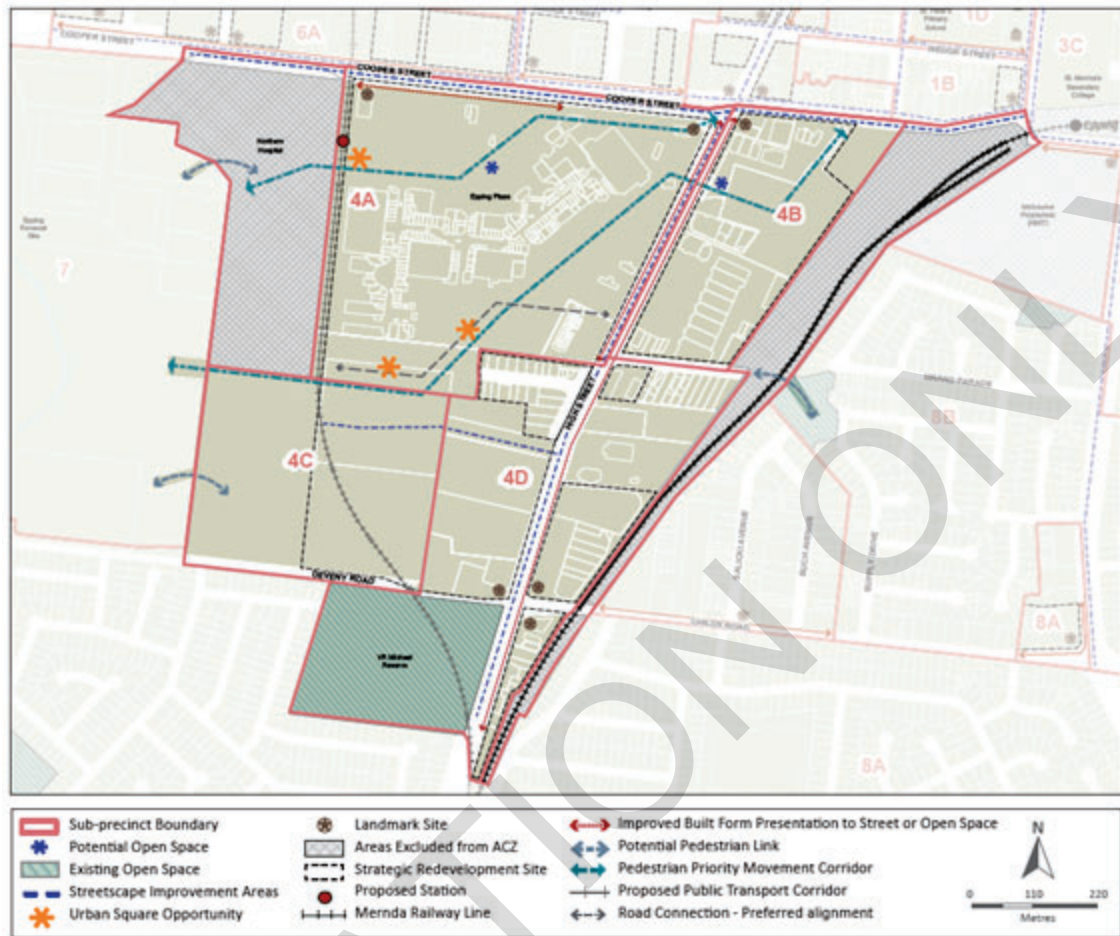
- To develop Epping Station as an activity hub, effectively integrate the station with surrounding land uses, and maximise public transport accessibility.
- To ensure the public and sustainable transport function takes priority over car-based transport, with the movement of pedestrians, cyclists and public transport users being paramount.
- To encourage development and expansion of community and educational uses that reinforce the civic function of this area.

5.3-3 Precinct guidelines

- Any redevelopment of community and educational uses in the precinct should reinforce its civic function, address the public realm and consider an expanded mix of uses that respond to community needs.
- Office development in sub-precincts 3A and 3B should generally be located on the ground floor only and should generally not exceed 300sqm in area.
- Food and drink premises and shop development in sub-precinct 3A should generally be located on Cooper Street, be on the ground floor only and should generally not exceed 300sqm in area.
- Development of landmark sites should support the educational and transport functions of this precinct.

Precinct 4 – Regional Demand

5.4-1 Precinct map



5.4-2 Precinct objectives

- To establish the precinct as the activity ‘heart’ of the centre, incorporating a vibrant and diverse mix of compatible retail, hospitality, entertainment, office, community and residential uses offering significant public realm improvement.
- To support more intensive activity and development and direct the provision of high-level regional services and facilities to locate within the urban core.
- To improve the movement connections between key destinations including Epping Station, Epping Homemakers Centre, Pacific Epping, the Northern Hospital and the Epping Renewal Site (New Epping).
- To facilitate the timely implementation and effective functionality of the proposed Wollert Public Transport Corridor and interchange.

5.4-3 Precinct guidelines

Access network

Development planning should ensure:

- Good public transport linkages and access between set down areas and centre entry points.
- The development of a highly connected network of connector roads on the west side of High Street that:
 - Links to High Street, Deveny Road, the existing north-south access road between Pacific Epping and the Northern Hospital and the Epping Renewal Site;

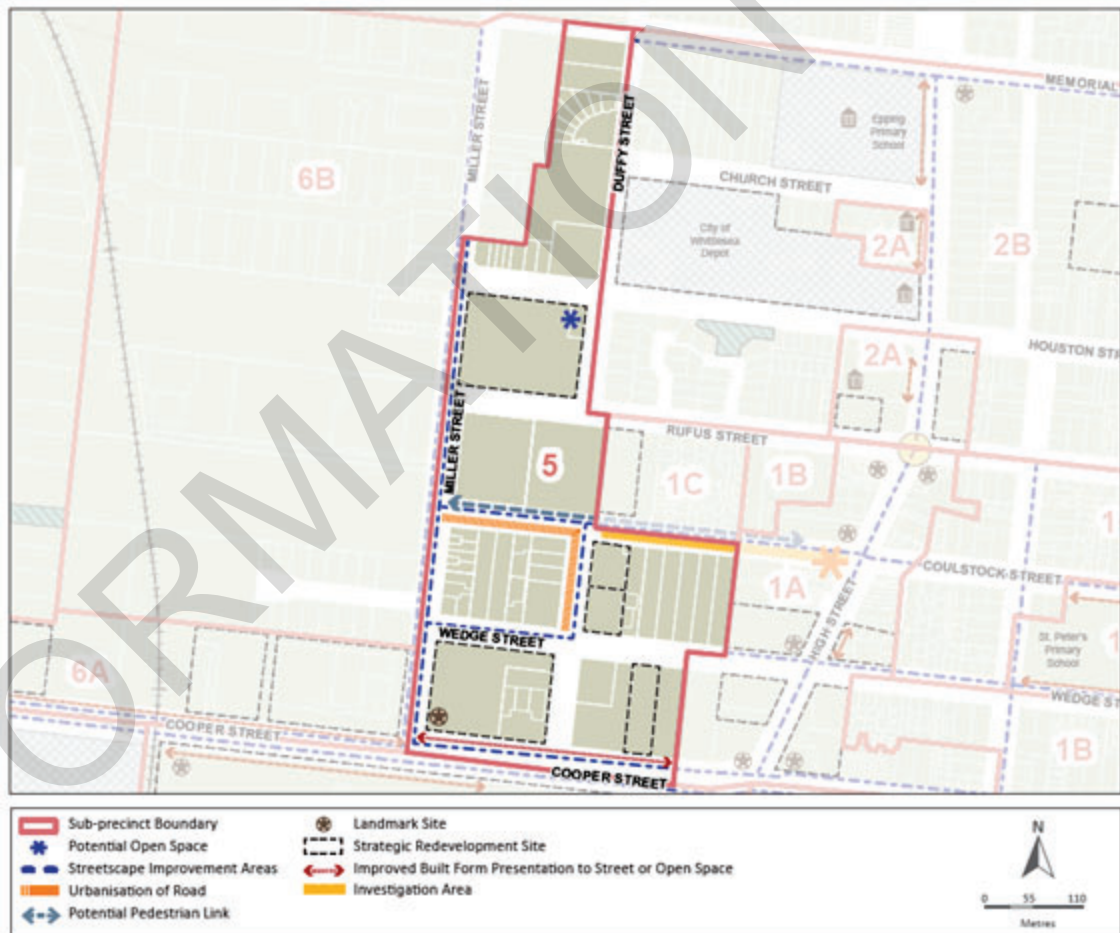
WHITTLESEA PLANNING SCHEME

- Employs a grid pattern spaced at appropriate intervals to facilitate permeability and create street frontage to improve site development opportunities;
- Includes an east-west link road with a continuous alignment between High Street and the Epping Renewal Site;
- Includes a cross section design that provides functional car movements, cycling lanes and footpaths, as well as landscaping and vegetation to achieve acceptable amenity standards;
- Provides vehicle access at several points around the site perimeter to adjacent roads;
- Integrates with and provides connections across the proposed Wollert Public Transport Corridor;
- Ensures access by commercial, service and emergency vehicles to building access points is as direct as possible;
- Has regard to drainage easements; and
- Becomes the property and responsibility of the Whittlesea City Council.

5.5
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Precinct 5 – Regeneration

5.5-1 Precinct map



5.5-2 Precinct objectives

- To develop the precinct as a high change mixed use precinct, with a focus on employment generating commercial activities and some residential land uses.

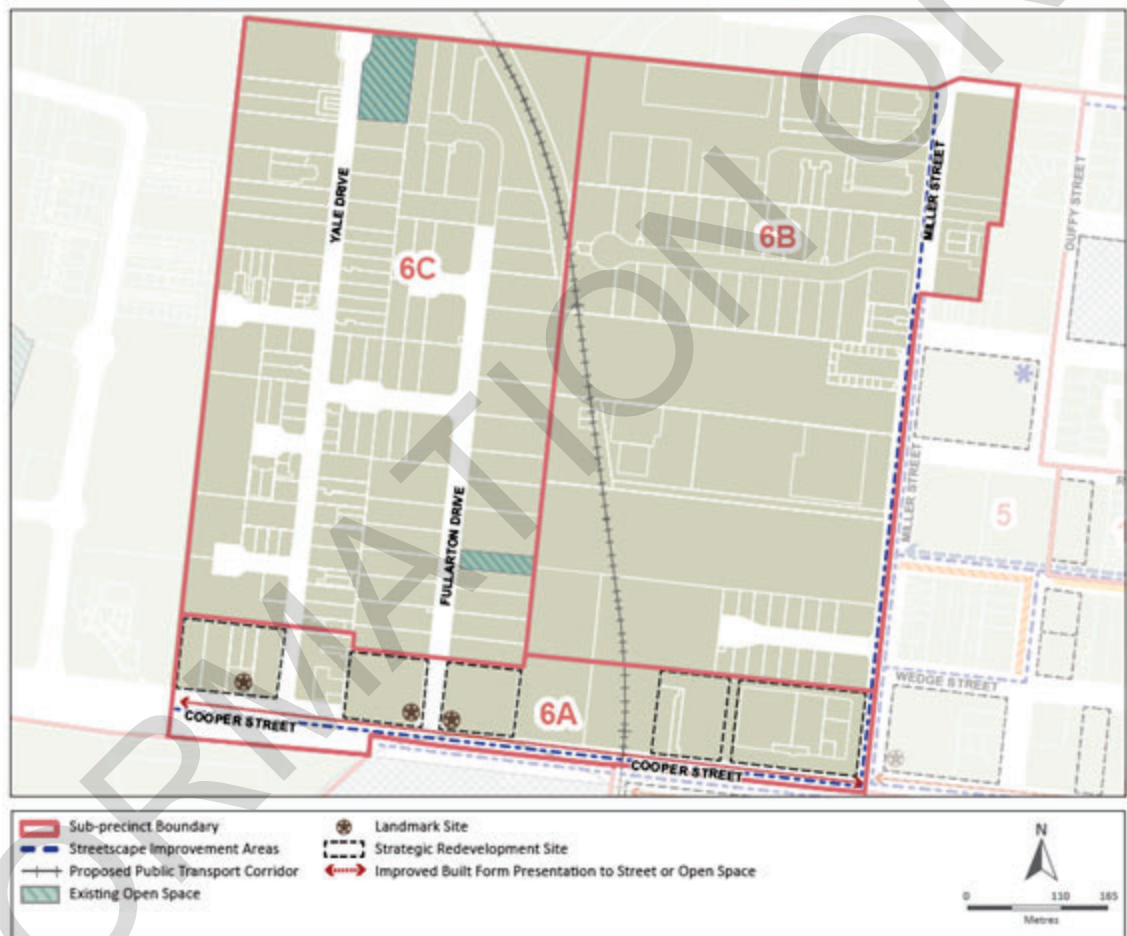
5.5-3 Precinct guidelines

- Major office uses and large format retailing should be developed at ground and lower levels to increase employment numbers. Higher density residential development will be considered on upper storeys in locations that ensure residents' amenity.
- Development associated with residential use should be located to ensure that it is compatible with other surrounding uses and should not result in a reverse amenity impact on other employment activities within the precinct.
- Encourage public realm upgrades, particularly of unconstructed roads, as development occurs on adjoining sites.

5.6
11/04/2025
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Precinct 6 – Employment

5.6-1 Precinct map



5.6-2 Precinct objectives

- To promote the intensification of employment generating land uses including office, commercial and light industrial to provide greater employment opportunities.
- To maximise employment levels through the development of commercial and office uses and minimise warehousing or storage-based uses particularly along Miller and Cooper Steets.
- To improve the precinct's road network to maximise vehicle and pedestrian connectivity.
- To ensure that industrial uses located in Precinct 6B are sensitive to potential future commercial and office based mixed-use developments located in Precinct 5.
- To preserve remnant wetlands adjacent to the proposed rail corridor.

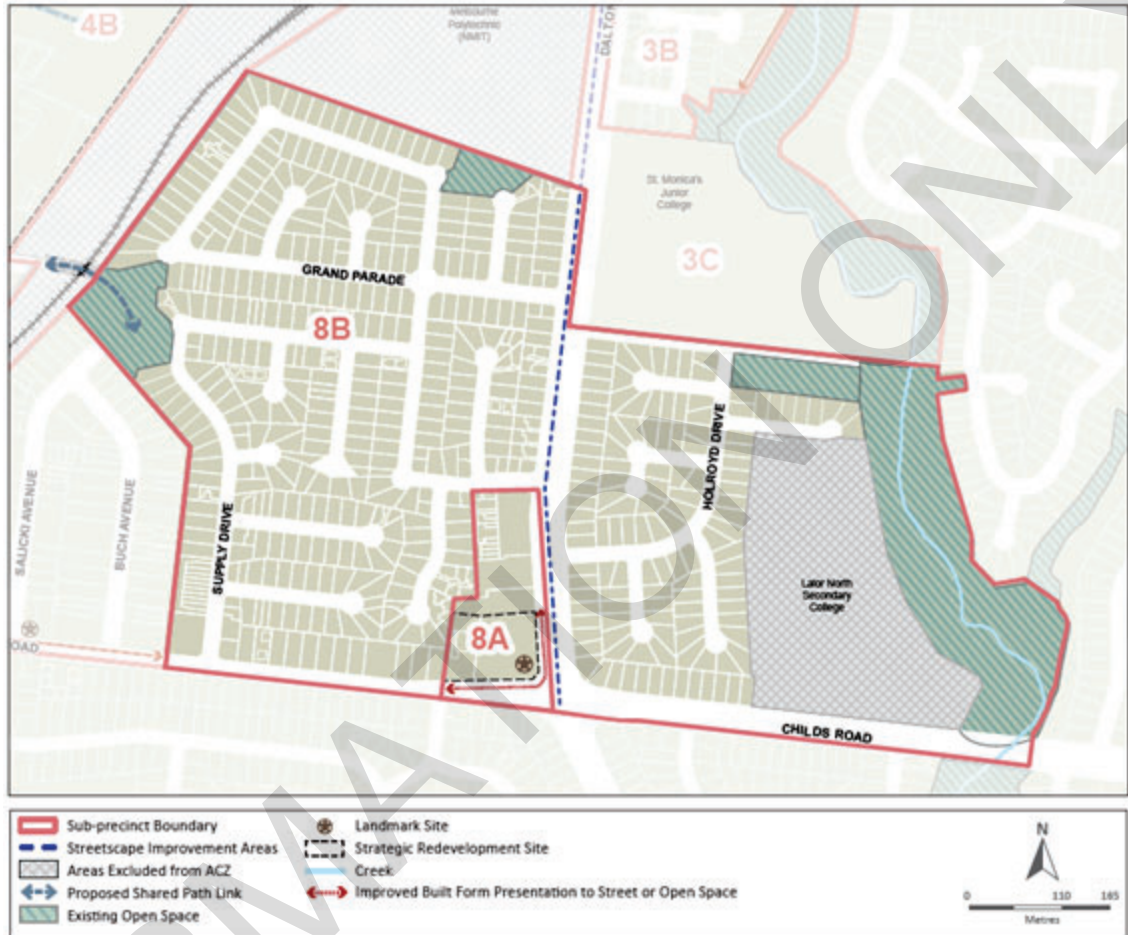
5.6-3 Precinct guidelines

- Where appropriate, any subdivision of major sites should allow for through connections to existing or planned roads. Developments incorporating court bowls or hammerhead terminations are discouraged.

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Precinct 8 – Dalton Road Neighbourhood

5.7-1 Precinct map

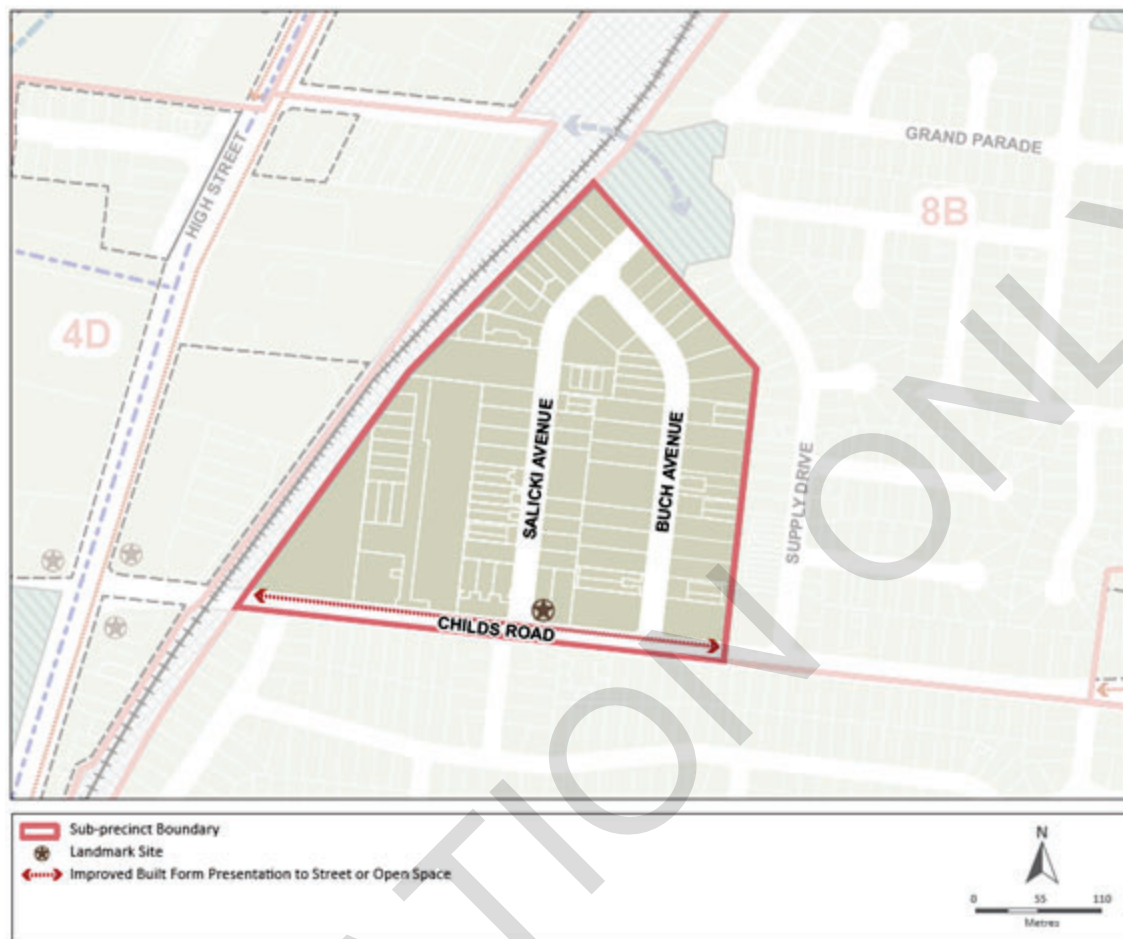


5.7-2 Precinct objectives

- To encourage the Dalton Road/Childs Road shopping strip to develop a mixed local offer of retail, commercial and residential uses.

5.7-3 Precinct guidelines

- New residential development on land that abuts the railway corridor should incorporate acoustic treatment to minimise noise.

Precinct 9 – Childs Road Employment**5.8-1 Precinct map****5.8-2 Precinct objectives**

- To maintain a focus on the light industrial / employment function of the precinct while presenting a more attractive frontage to Childs Road, and without compromising the amenity of neighbouring dwellings.
- To achieve high employment generating uses and discourage changes of use to non-employment based activities.

5.8-3 Precinct guidelines

- Industrial and employment uses should be those with reduced noise and amenity impacts to protect existing adjacent residential development.

Application requirements

The following application requirements apply to an application for a permit under Clause 37.08, in addition to those specified in Clause 37.08 and elsewhere in the scheme and must accompany an application, as appropriate, to the satisfaction of the responsible authority:

Waste Management Plan

- Waste Management Plan which demonstrates, as appropriate:
 - Strategies for waste minimisation during the construction phase.
 - Likely waste generation by users of the building
 - Provision and allocation of bins for garbage, recycling, green waste, etc.

- The location and dimensions of bin storage areas, chutes etc., including access points for collection.
- The proposed method and frequency of waste collection.
- Provision of signage to ensure that waste is disposed of correctly and that contamination is minimised.

Environmental Site Assessment

For applications to use the following sites for a sensitive use (residential use, child care centre, kindergarten, pre-school centre, primary school), children's playground or secondary school, or for buildings and works in association with these uses, provide:

- a. A preliminary risk screen assessment statement in accordance with the *Environment Protection Act 2017* stating that an environmental audit is not required for the land; or
 - b. An environmental audit statement under Part 8.3, Division 3 of the *Environment Protection Act 2017* which states that the land is suitable for the proposed use or development; or
 - c. An environmental audit statement under Part 8.3, Division 3 of the *Environment Protection Act 2017* which states that the land is suitable for the proposed use or development if the recommendations made in the statement are complied with.
- 430 High Street, Lalor
 - 16 Mary Court, Epping
 - 41 Miller Street, Epping (north east corner)
 - 2 Jovic Road, Epping
 - 509 High Street, Epping
 - 7 Mary Court, Epping
 - 8 Mary Court, Epping
 - 87 Houston Street, Epping
 - 537 High Street, Epping
 - 89 Coulstock Street, Epping

Licensed premises

For all applications to use land to sell or consume liquor under Clause 52.27 a:

- Cumulative Impact Assessment prepared in accordance *Practice Note 61 Licensed Premises: Assessing Cumulative Impact*, which must also have regard to the cumulative impacts of existing packaged liquor outlets and licensed premises within the whole of the activity centre.
- Detailed social and economic impact analysis to the satisfaction of the responsible authority.
- Venue Management Plan that identifies, as appropriate:
 - Proposed trading hours
 - Venue design measures to maximise safety and minimise potential harms as identified in the *Design Guidelines for Licensed Venues, Department of Justice 2009* including: entries, exits and queuing areas; footpaths, laneways, car parks and public spaces; patron activity areas; toilets; outdoor drinking, dining and smoking areas; and common areas.
 - Mechanisms to address potential risks including patron management mechanisms, security measures such as CCTV and staff training; communication between management, staff, patrons, local residents and police during day to day operation and / or in the event of complaints.

- Venue maintenance arrangements.

Acoustic assessment

An application for subdivision or buildings and works associated with Accommodation, Education centre (other than Tertiary institution) or Hospital within 80 metres from the centre of the nearest track associated with the Mernda or future Wollert Public Transport Corridor or adjacent to Cooper or High Street must be accompanied by an acoustic assessment report prepared by a qualified acoustic engineer or other suitably skilled person to the satisfaction of the responsibility authority which:

- Applies the following noise objectives:
 - 35 dB LAeq,8h when measured within a sleeping area between 10 pm and 6 am.
 - 40 dB LAeq,16h when measured within a living area between 6 am and 10 pm.
- Noise levels should be assessed:
 - Considering the cumulative noise from all sources impacting on the proposal including road traffic noise, rail noise, industry noise, as well as potential other noise sources; and
 - In unfurnished rooms with a finished floor and the windows closed and be based on average external noise levels measured as part of a noise level assessment.
 - For areas other than sleeping and living areas, the median value of the range of recommended design sound levels of Australian Standard AS/NZ 2107:2016 (Acoustics – Recommended design sound level and reverberation times for building interiors).
- Includes recommendations consistent with Clause 13.05-1S of the Whittlesea Planning Scheme for any noise attenuation measures required to meet the applicable noise level objectives.
- Includes additional considerations, where relevant, to address:
 - potential noise character (tonality, impulsiveness or intermittency);
 - noise with high energy in the low frequency range;
 - transient or variable noise; and
 - the risk of adverse vibration or ground-borne noise from rail operations.

7.0
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Notice and review

All applications are 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 unless the application is for the purpose of a gambling premises, bar, bottle shop, hotel or nightclub.

8.0
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Decision guidelines

The following decision guidelines apply to an application for a permit under Clause 37.08, in addition to those specified in Clause 37.08 and elsewhere in the scheme which must be considered, as appropriate, by the responsible authority:

- The extent to which the use or development meets the objectives of section 2.0 and the provisions of section 4.0 and section 5.0 of this schedule.
- For applications for subdivision whether the proposal will result in the inappropriate fragmentation of sites.
- For applications for licensed venues, the likely social and amenity impacts of the proposal on the surrounding area.

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- For applications for sale of packaged liquor the cumulative impact of any existing packaged liquor outlets on the amenity of the area including the health, wellbeing and safety of the local community.
- The extent to which the development meets the preferred precinct character objectives, contributes positively to the amenity of the precinct and is of an appropriate scale to accommodate the mix and intensity of uses envisaged for that precinct.
- For accommodation uses in areas where there is an employment and economic development focus (precincts 4 and 5), whether the use is complementary and appropriate to the area and is designed to effectively mitigate amenity impacts from non-residential uses to avoid land use conflicts.

9.0
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Signs

Sign requirements are at Clause 52.05.

All land located within precincts 6 and 9 is in Category 2.

All land located within precinct 3, sub-precincts 1B, 1C, 1D, 2B and 8B is in Category 3.

All other land is in Category 1.

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Other provisions of the scheme

None specified.

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Background documents

Epping Central Structure Plan (Whittlesea City Council, June 2023)

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BUILT FORM OVERLAY

Shown on the planning scheme map as **BFO** with a number.

Purpose

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

To facilitate higher density development that provides for high amenity living and working environments close to infrastructure and public transport.

To ensure development contributes positively to the functionality and amenity of the area.

To deliver public realm improvements, and where appropriate, additional public benefits in conjunction with new development.

To encourage land consolidation to facilitate higher density development.

To encourage a diversity of housing types and affordable housing.

To identify areas where specific design and built form requirements apply.

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Development objectives

A schedule to this overlay may specify development objectives.

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Development framework

A schedule to this overlay must contain a development framework.

The development framework may consist of maps, plans, character statements and tables.

The development framework may:

- Outline the planned urban structure for the land including the distribution of building typologies.
- Contain a table specifying the building typologies and future character for the land or each part of the land.
- Include a movement and place framework that is consistent with *Movement and place in Victoria* (Department of Transport, February 2019).
- Include a public realm and open space framework.
- Specify the anticipated dwelling number and floorspace yields for the land or each part of the land.
- Identify sensitive interfaces and areas where built form needs to transition to the built form in the surrounding area.
- Identify areas where land consolidation will be encouraged to facilitate the preferred scale of development.
- Identify new streets, lanes, arcades and through building connections.
- Identify views to significant landmarks and features that should be maintained.
- Identify land with significant terminating vistas in the public realm that require distinctive development.
- Identify heritage places that are specified in the schedule to the Heritage Overlay.

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Master plan requirements

A schedule to this overlay may specify land to which the master plan requirements in clause 43.06-3 apply.

Requirement before a permit is granted

If a schedule to this overlay specifies that the master plan requirements in this clause apply to land, a permit must not be granted to use or subdivide the land, or to construct a building or construct or carry out works on the land, until a master plan has been prepared in accordance with this clause to the satisfaction of the responsible authority.

This does not apply if a schedule to this overlay specifically states that a permit may be granted before a master plan has been prepared to the satisfaction of the responsible authority.

A permit granted must be generally in accordance with the master plan.

Preparation of a master plan

A master plan may consist of plans or other documents and may, with the agreement of the responsible authority, be prepared and implemented in stages.

A master plan must describe:

- The land to which the plan applies.
- The proposed use, development and floor area of each part of the land.
- Any staging or sequencing of development needed.
- The scale of development on the land.
- The siting and orientation of buildings.
- Any open space, vehicle access and pedestrian links required.
- Key interfaces.
- Any stormwater management measures, including any infrastructure and alternative water sources or treatments.
- Any other requirements specified for the master plan in a schedule to this overlay.

The master plan may be amended to the satisfaction of the responsible authority.

Operation

Relationship to other provision of this planning scheme

A schedule to this overlay may specify that if there is any inconsistency between the outcomes and standards in this overlay or a schedule to this overlay and any other provision in this planning scheme, the outcomes and standards in this overlay or a schedule to this overlay prevail.

Outcomes and standards

This overlay includes, and a schedule to this overlay may include:

- **Outcomes.** An outcome sets out the expectations of what will be achieved in a development.
- **Standards.** A standard contains a measure or condition related to the corresponding outcome.
- **Decision guidelines.** Decision guidelines set out the matters that the responsible authority must consider before deciding if an outcome is met.

Each standard in this overlay is, and included in a schedule to this overlay must be, identified as:

- a **discretionary standard** expressed using ‘should’ or labelled as ‘discretionary’; or
- a **mandatory standard** expressed using ‘must’ or labelled as ‘mandatory’.

A standard (whether a mandatory or discretionary standard) may also be nominated as a **deemed to comply standard**, using ‘complies if’ or labelled as ‘deemed to comply’.

If a mandatory or discretionary standard is met, the corresponding outcome may be met.

If a deemed to comply standard (whether a mandatory or discretionary standard) is met, the corresponding outcome is deemed to have been met and the responsible authority must not consider, and is exempt from considering, any decision guidelines corresponding to that outcome.

Quantitative standards (where a specified measure is to be achieved) may be expressed using the terms ‘minimum’ or ‘maximum’.

If a quantitative standard is expressed using the term ‘minimum’, that standard is met if a development meets or exceeds the specified measure.

If a quantitative standard is expressed using the term ‘maximum’, that standard is met if a development does not exceed the specified measure.

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If a quantitative standard is not expressed using the terms 'minimum' or 'maximum' but is instead an exact measure, that standard is met if a development exactly meets the specified measure.

A schedule to this overlay may:

- Specify that any outcome in this overlay does not apply.
- Specify that a standard in this overlay does not apply.
- Specify additional standards for any outcome in this overlay.
- Vary, replace or make mandatory any standard in this overlay.
- Specify decision guidelines for any outcome in this overlay.
- Specify outcomes, standards and decision guidelines for any other matter relating to design or built form.

If a schedule to this overlay specifies that an outcome does not apply, any corresponding standard also does not apply.

If a schedule to this overlay specifies that a permit is required to construct a fence, a standard for fencing must be specified in that schedule.

Note: The relevant measures for standards will typically be presented in a schedule to this overlay as maps or tables. The maps and tables in a schedule are to be read in conjunction with the applicable standard in this overlay.

Requirements to be met

Except if a public benefit is provided in accordance with a public benefit uplift framework to the satisfaction of the responsible authority or if a schedule to this overlay specifies otherwise, the construction of a building and the construction and carrying out of works:

- Must meet the outcomes specified in this overlay or a schedule to this overlay.
- Must meet any mandatory standard specified in this overlay or a schedule to this overlay.
- Should meet any discretionary standard specified in this overlay or a schedule to this overlay. However, if the responsible authority is satisfied that an application for an alternative design solution meets the outcome, the alternative design solution may be considered acceptable.
- Can meet a deemed to comply standard, and if it does, it is deemed to meet the corresponding outcome for that standard.

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Public benefit uplift framework

A schedule to this overlay may specify a mandatory standard that can only be exceeded if a public benefit is provided.

A schedule may set out public benefits and how they are to be calculated.

Public benefits may include:

- Affordable housing.
- Public realm works.
- Public open space.
- Strategic land uses.
- Any other works, services or facilities that benefit the community living in, working in or visiting the area to which this overlay applies.

Notes:

1. *Public benefits under this provision are calculated over and above any requirements set out in clause 45.01 (Public Acquisition Overlay), clause 45.06 (Development Contributions Plan Overlay), clause 45.09 (Parking Overlay), clause 45.10 (Infrastructure Contributions Plan Overlay), clause 45.11 (Infrastructure Contributions Overlay) or clause 53.01 (Public open*

space contribution and subdivision) in this planning scheme and any open space requirement specified in a schedule to this overlay.

2. In activity centres, public benefits are intended to relate to site specific or local area benefits such as new pedestrian links or improvements to the public realm.

Permit condition requirement

In deciding to grant a permit to construct a building or construct or carry out works that exceeds a standard on the basis that a public benefit will be provided, the responsible authority must include a condition that requires the provision of the benefit to be secured by an agreement made under section 173 of the Act.

The above requirement to include a condition does not apply to a decision to grant an amendment to a permit if the amendment does not increase the extent to which the permitted buildings or works exceed a standard.

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Buildings and works

Permit requirements

A permit is required to construct a building or construct or carry out works. This does not apply:

- If a schedule to this overlay specifically states that a permit is not required.
- To the installation of an automatic teller machine.
- To an alteration to an existing building facade if:
 - The alteration does not include the installation of an external roller shutter.
 - Standard BF09 is met.
- To an awning that projects over a road if it is authorised by the relevant public land manager.
- To buildings and works which rearrange, alter or renew plant if the area or height of the plant is not increased.
- To external works to provide access for persons with disabilities that comply with all legislative requirements.

A permit is required to construct a fence if specified in a schedule to this overlay.

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 a fence.	Clause 59.05
Construct a building or construct or carry out works for: <ul style="list-style-type: none"> ▪ A carport, garage, pergola, verandah, deck, shed or similar structure. ▪ An outdoor swimming pool. The buildings and works must be associated with a dwelling.	Clause 59.05
Construct a building or construct or carry out works with an estimated cost of up to \$500,000 where the land is in a commercial zone or special purpose zone (other than the Urban Floodway Zone, Urban Growth Zone or Port Zone).	Clause 59.05

Outcomes and standards**43.06-7.1 Building typology and future character****Outcome**

Development that:

- Responds to the planned urban structure, building typologies and future character for the land in the development framework.
- Responds appropriately to any heritage places and transition areas identified in the development framework.
- Delivers walkable neighbourhoods with a high-quality, permeable pedestrian network through the creation of new streets, lanes, arcades or connections through buildings.
- Protects views to significant landmarks or features identified in the development framework.
- Encourages land consolidation to facilitate the preferred scale of development.

Standard BF01

Development must be consistent with the urban structure, building typologies and future character for the land in the development framework.

43.06-7.2 Building heights**Outcome**

Building heights that:

- Maintain an inviting and comfortable environment within the public realm in terms of its sense of sunlight, daylight and wind conditions.
- Provide a transition in scale to adjacent areas with less intensive built form expectations.
- Protect views to significant landmarks or features identified in the development framework.

Standard BF02

Building heights:

- Should be consistent with any applicable discretionary standard specified for this outcome in a schedule to this overlay.
- Must be consistent with any applicable mandatory standard specified for this outcome in a schedule to this overlay.

Maximum building heights specified in a standard do not apply to:

- Non habitable architectural features.
- Service equipment and structures including plant rooms, lift overruns, structures associated with green roof areas, including access stairs and lifts, unenclosed pergolas for communal areas, shading devices, and other such equipment.

43.06-7.3 Floor area ratios**Outcome**

Floor area ratios that provide a scale and density to support population and employment growth, consistent with the building typologies and future character specified in the development framework.

Standard BF03

The floor area ratio of development:

- Should be consistent with any applicable discretionary standard specified for this outcome in a schedule to this overlay.

- Must be consistent with any applicable mandatory standard specified for this outcome in a schedule to this overlay.

43.06-7.4 Overshadowing of open space or public realm

Outcome

Development that:

- Maintains solar access to key pedestrian streets and existing or proposed public open spaces identified in a schedule to this overlay.
- Achieves a balance between supporting growth and delivering high levels of amenity in the context of the outcomes that apply to the land.

Standard BF04

Buildings should not cast any additional shadow beyond that cast by the applicable preferred or maximum street wall height specified in a schedule to this overlay for standard BF05 and existing buildings over:

- The existing or proposed public open spaces identified in a schedule to this overlay for the hours specified in that schedule.
- The existing or proposed key pedestrian streets identified in a schedule to this overlay for the hours specified in that schedule.

This does not apply to shadow cast by:

- Incidental elements such as canopies, kiosks, artworks, screens or trees.
- Buildings and works constructed within the open space or street.

43.06-7.5 Front setbacks, street wall heights, setbacks above the street wall and landscaped setbacks

Outcomes

Front setbacks, street wall heights and setbacks above the street wall that:

- Provide strong spatial definition to the public realm while maintaining good daylight access to open spaces, streets and lower levels of buildings and clear views to the sky, where possible.
- Avoid visually overwhelming the public realm.
- Are sympathetic to:
 - Any heritage place identified in the development framework.
 - The future character specified in the development framework.
- Contribute to the privacy of any ground floor dwellings.
- Distinguish upper levels from the street wall.

Landscaped setbacks, including setbacks that can accommodate deep soil planting and canopy trees, that enhance the amenity of the public realm in locations identified in a schedule to this overlay.

Standard BF05

Front setbacks, street wall heights, setbacks above the street wall and landscaped setbacks:

- Should be consistent with any applicable discretionary standard specified for these outcomes in a schedule to this overlay.
- Must be consistent with any applicable mandatory standard specified for these outcomes in a schedule to this overlay.

Any maximum street wall height specified in a schedule to this overlay does not apply to non-habitable architectural features that exceed the specified maximum height by not more than 3 metres.

If a new building is on a corner with two different maximum street wall heights specified in a schedule to this overlay, the taller maximum street wall height applies to the frontage with the lower maximum street wall height for a distance of 20 metres along the street frontage.

43.06-7.6 Side and rear setbacks and building separation within a site

Outcomes

Side and rear setbacks that:

- Respond to sensitive interfaces.
- Provide for landscaping.
- Maintain access to daylight and sunlight in streets, laneways and pedestrian connections.
- Deliver high levels of amenity within buildings having regard to outlook, daylight and overlooking.
- Achieve privacy through setbacks rather than screening.

Separation between buildings within the same site that:

- Delivers high levels of amenity within buildings having regard to outlook, daylight and overlooking.
- Offsets direct views between buildings.
- Achieves privacy by building separation rather than screening.

Standard BF06

Side and rear setbacks and building separation within a site:

- Should be consistent with any applicable discretionary standard specified for these outcomes in a schedule to this overlay.
- Must be consistent with any applicable mandatory standard specified for these outcomes in a schedule to this overlay.

Any maximum length for a new wall or carport constructed on a side or rear boundary of a lot specified in a standard for these outcomes does not apply where the slope, retaining walls or fences would result in the effective height of the wall or carport being less than 2 metres on the abutting property boundary.

Sunblinds, verandahs, porches, eaves, fascias, gutters, masonry chimneys, flues, pipes, domestic fuel or water tanks, and heating or cooling equipment or other services may encroach not more than 0.5 metres into side and rear setbacks.

Landings with an area of not more than 2 square metres and a height of less than 1 metre, stairways, ramps, pergolas, shade sails and carports may encroach into side and rear setbacks provided they do not overshadow neighbouring open space.

43.06-7.7 Building layout and adaptability

Outcomes

Buildings that:

- Can accommodate a range of tenancy sizes, including smaller tenancies in the lower levels of the building.
- Maximise passive surveillance and interaction with the public realm.
- Provide an appropriate interface with the public realm.

Floor to floor heights that:

- Allow retail and commercial uses that support a high level of amenity and adaptation over time.
- Have ground floor heights that allow both retail and commercial uses.

Standard BF07

Buildings should:

- Include upper level balconies and windows with a direct visual connection to the public realm.
- Avoid tinted, opaque or high reflectivity glass which obscures views between the public realm and building interior.
- Sleeve large floorplate tenancies, car parking or service areas where they interface with the public realm.
- Avoid narrow publicly accessible alcoves and recesses that lack a clear public purpose.
- Avoid entrapment areas and areas with limited passive surveillance.

Floor to floor heights:

- Should be consistent with any applicable discretionary standard specified for this outcome in the schedule to this overlay.
- Must be consistent with any mandatory standard specified for this outcome in a schedule to this overlay.

43.06-7.8 Wind effects on the public realm

Outcome

Development that minimises wind impacts to create and maintain a safe and pleasant environment in the public realm for pedestrians to walk, sit or stand.

Standard BF08

Development of five or more storeys, excluding a basement:

- must not cause new or exacerbate existing unsafe wind conditions specified in Table 1 in public land, publicly accessible areas on private land, private open space and communal open space; and
- should achieve comfortable wind conditions specified in Table 1 in public land and publicly accessible areas on private land,

within the assessment distance shown in Diagram 1.

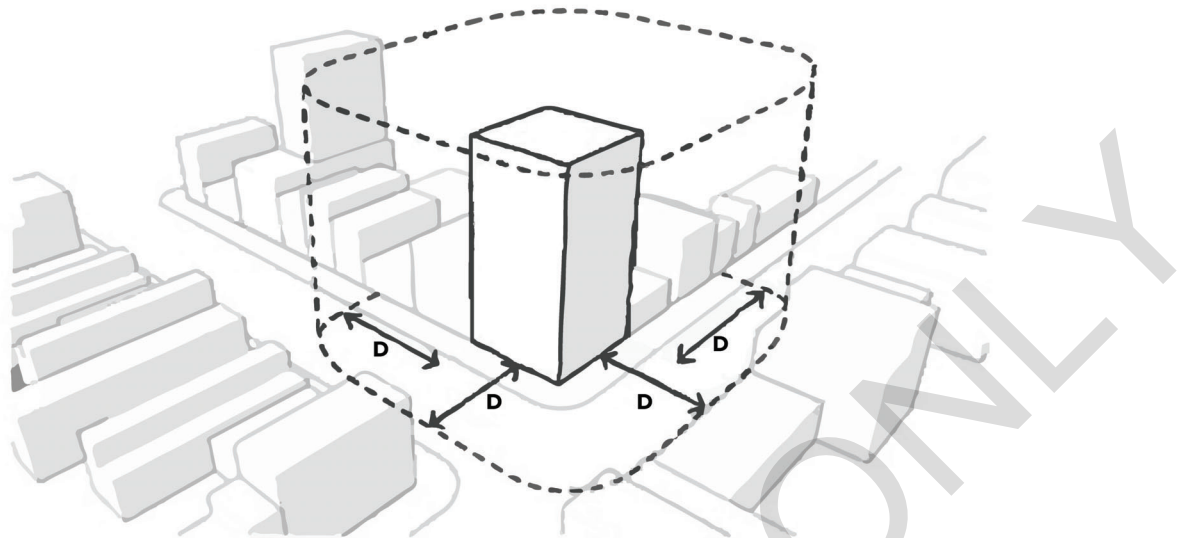
Trees and landscaping should not be used to mitigate wind impacts. This does not apply to sitting areas where trees and landscaping may be used to supplement fixed wind mitigation elements.

Wind mitigation elements, such as awnings and screens, should be located within the site boundary, unless consistent with the existing urban context or preferred future development of the area.

Table 1: Wind conditions

Unsafe	Comfortable
Annual maximum 3 second gust wind speed exceeding 20 metres per second with a probability of exceedance of 0.1% considering at least 16 wind directions.	Hourly mean wind speed or gust equivalent mean speed (3 second gust wind speed divided by 1.85), from all wind directions combined with probability of exceedance less than 20% of the time, equal to or less than: <ul style="list-style-type: none"> ▪ 3 metres per second for sitting areas. ▪ 4 metres per second for standing areas. ▪ 5 metres per second for walking areas.

Diagram 1: Assessment distance for wind effects



**ASSESSMENT DISTANCE D = GREATER OF:
L/2 (HALF LONGEST WIDTH OF BUILDING) OR
H/2 (HALF OVERALL HEIGHT OF BUILDING)**

43.06-7.9 Active frontages

Outcome

Active frontages that:

- Contribute to the use, activity, safety and interest of the public realm.
- Provide continuity of ground floor activity along streets and laneways.
- Allow for clear identification of building entries and unobstructed views through openings into the ground floor of buildings.

Standard BF09

An entry or window should be provided for at least the specified percentage of the combined length of the ground level interfaces of a building on frontages specified in a schedule to this overlay. The entry or window measurement includes:

- Stall risers to a height of 700mm.
- Pilasters.
- Window and door frames.
- Windows that have clear glazing without stickers or paint that obscures views.

For corner sites, active frontages on the main street should extend along the side street to create a sense of address with clear glazing and allow for side entry where appropriate.

Security grills or mesh should:

- Be transparent.
- Not block views into tenancies at night.
- Be mounted internally to the shop windows.

The ground level frontage requirements do not apply to the development of a contributory or significant heritage place specified in the schedule to the Heritage Overlay.

Development of a contributory or significant heritage place specified in the schedule to the Heritage Overlay should not reduce existing compliance with this standard.

43.06-7.10 Pedestrian connections

Outcome

Pedestrian connections that are:

- Safe and attractive.
- Accessible by people of all abilities.
- Easily identified and legible.
- Designed to enable extended stays within a space such as sitting and eating.

Standard BF10

If a schedule to this overlay identifies a pedestrian connection as:

- 'Specific', development should provide the connection along the alignment indicated.
- 'Indicative', development should provide the connection along the alignment indicated or a different alignment that provides the same connectivity.

Pedestrian connections should be:

- Direct, attractive, well-lit and provide a line of sight from one end to the other.
- Safe and free of entrapment spaces and areas with limited passive surveillance.
- Publicly accessible at ground level and appropriately secured by an appropriate mechanism where relevant.
- Overlooked by windows, balconies, or both, on both sides, including at ground floor level.
- Designed to consider the function and design of the full length and width of the connection, including the functional layout, levels and landscaping where it spans multiple lots.

43.06-7.11 Weather protection

Outcome

Weather protection that:

- Delivers pedestrian comfort in the public realm via protection from rain, wind and summer sun.
- Uses canopies that are functional, of high-quality design and contribute to the human scale of the street.

Standard BF11

Development should include continuous weather protection along the streets and lanes identified in the development framework except where a heritage place warrants an alternative approach.

Weather protection canopies should be:

- Between 3.5 metres and 5 metres above ground measured to the underside of the eave.
- Designed to minimise impact on existing or proposed street trees.
- Broken in design to reflect the prevailing grain and width of building frontages.

43.06-7.12 Landscaping and fencing

Outcome

Landscaping and fencing that:

- Delivers a safe and attractive public and private realm.

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- Balances occupant privacy with activation and surveillance of the public realm.
- Reinforces underlying natural landscape character including biodiversity values.
- Provides shade in summer, including from canopy trees.
- Does not create long expanses of blank wall facing the public realm.
- Provides appropriate delineation between the public and private realm.

This outcome only applies to a fence if a permit is required to construct a fence under this overlay and a schedule to this overlay specifies a standard for fencing.

Standard BF12

Landscaping should:

- Provide shade to outdoor areas exposed to summer sun by canopy trees or shade structures.
- Provide space for sufficient soil depth to support the proposed vegetation, including canopy trees.
- Use paving and surface materials that lower surface temperatures and reduce heat absorption.
- Include climbing plants or smaller plants in planters and outdoor areas, including communal outdoor open space.
- Respond to the soil type and drainage patterns of the site.
- Be supported by irrigation systems which utilise alternative water sources such as rainwater, stormwater and recycled water.

43.06-7.13 Car parking design

Outcome

Car parking that:

- Minimises the impact of car parking on the public realm.
- Minimises adverse impact on pedestrian and movement networks.
- Use land efficiently.
- May be adapted for alternative uses in the future.

Standard BF13

Vehicle access to car parks should not be located on roads identified in a schedule to this overlay as roads where vehicle access to car parks is discouraged.

Gates or doors to car parks should be fitted close to the building alignment to avoid the creation of unsafe entrapment space, and designed as integrated elements of the building facade.

The location and width of car park entries should:

- Minimise impacts on the pedestrian network.
- Avoid entries on sites where they impact on the activation and safety of the public realm.

Car parks should be designed to enable future adaptation without the need for demolition or significant rebuilding. This may include minimising load bearing walls and ramped areas.

Above ground level car parking should:

- Be sleeved to streets and open spaces with active frontages.
- Have a floor to floor height of at least:
 - 4 metres for the ground floor.
 - 3.5 metres for other floors.

43.06-7.14 Building services

Outcome

Building services that:

- Are integrated in the building design and minimise impacts on the public realm.
- Maximise the quality and activation of the public realm.
- Do not dominate the pedestrian experience and are designed as an integrated design element.

Standard BF14

The location and width of loading bays should minimise impacts on the pedestrian network.

Ground floor building services, including waste, parking and loading access, should be minimised and located away from streets and public spaces, or within basements or upper levels.

Waste and loading access should not be located on the roads identified in a schedule to this overlay as roads where waste and loading access is discouraged.

Spaces for waste or loading should not adversely impact safety and continuity of the public realm.

Access doors to any waste, parking or loading area should:

- Be positioned no more than 500 millimetres from the street edge.
- Be designed as an integrated element of the building.

Service cabinets should:

- Be located internally with waste, parking or loading areas where possible.
- Not visually dominate street frontages.
- Use high-quality materials.

Rooftop plant, services and antennae should be integrated into the overall building form.

43.06-7.15 Exterior design

Outcome

Exterior design that:

- Responds to the preferred built form character of its context.
- Is visually interesting when viewed up close and from a distance.
- Incorporates sufficient design detail in the lower levels of a building to deliver a visually rich and engaging pedestrian experience.
- Delivers high-quality design on all visible sides of a building and on rooftops visible from the public realm.
- Provides visual connection between the public realm and interior spaces at the ground level interface.
- Provides adequate clearance heights that do not obstruct the service functions of a street or laneway.

Standard BF15

Facades should:

- Provide for depth and a balance of light and shadow on the street wall and upper levels through the use of balconies, integrated shading, rebates or expression of structural elements.
- Avoid finishes with a perpendicular reflectivity of more than 15 per cent, measured at 90 degrees to the facade surface or as specified in a schedule to this overlay.

Blank walls that are visible from the public realm should be articulated by textured materials, patterning or artwork.

Facade projections and balconies should:

- Be at least 5 metres above any public space measured from ground level.
- Allow for growth of existing and planned street trees in upper level projections and canopies.
- Limit upper level projections, such as adjustable screens or windows, cornices or other architectural features, into streets or laneways up to 300 millimetres.
- Not include enclosed balconies or habitable floor space projecting over the public realm.

Materials should be:

- Natural, tactile and visually interesting at the lower levels near the public interface to reinforce a human scale.
- Durable, robust and low maintenance in the higher parts of a building.

Materials and finishes, such as painted concrete or ventilation louvres, should be avoided at the lower levels where they undermine the visually rich, tactile quality of streets and laneways.

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Subdivision

Permit requirements

A permit is required to subdivide land.

This does not apply if a schedule to this overlay specifically states that a permit is not required.

Any requirement in a schedule to this overlay must be met.

A permit must not be granted which would allow a separate lot to be created for land containing a small second dwelling.

Public open space contribution requirement

A person who proposes to subdivide land must make a contribution to the council for public open space in an amount specified in a schedule to this overlay (being a percentage of the land intended to be used for residential, industrial or commercial purposes, or a percentage of the site value of such land, or a combination of both).

If a public open space contribution requirement is specified in a schedule to this overlay:

- The public open space contribution requirement of clause 53.01 does not apply.
- The exemptions in clause 53.01-1 and clause 53.01-2 apply to the requirement.

If a public open space contribution requirement is not specified in a schedule to this overlay, the requirements of clause 53.01 continue to apply.

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"> ▪ The area of either lot is reduced by less than 15 percent. ▪ The general direction of the common boundary does not change. 	Clause 59.01
Subdivide land into lots each containing an existing building or car parking space where:	Clause 59.02

Class of application	Information requirements and decision guidelines
<ul style="list-style-type: none"> ▪ The buildings or car parking spaces have been constructed in accordance with the provisions of this scheme or a permit issued under this scheme. ▪ 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. 	
<p>Subdivide land into 2 lots if:</p> <ul style="list-style-type: none"> ▪ The construction of a building or the construction or carrying out of works on the land: <ul style="list-style-type: none"> – Has been approved under this scheme or by a permit issued under this scheme and the permit has not expired. – Has started lawfully. ▪ The subdivision does not create a vacant lot. 	<p>Clause 59.02</p>

43.06-9
25/02/2025
VC257

Application requirements

Buildings and works

An application to construct a building or construct or carry out works must be accompanied by the following information, as appropriate:

- A design response that explains how the proposed design responds to:
 - The development framework and any development objectives specified in a schedule to this overlay.
 - Any applicable outcome and standard specified in this overlay or a schedule to this overlay.
- Correctly proportioned street elevations or photographs showing the development in the context of adjacent buildings.
- Any information specified in a schedule to this overlay.

Subdivision

An application to subdivide land must be accompanied by any information specified in a schedule to this overlay.

43.06-10
25/02/2025
VC257

Exemption from notice and review

An application under any provision of this planning scheme to construct a building or to construct or carry out works, or to subdivide land, 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 unless a schedule to this overlay specifies otherwise.

43.06-11
25/02/2025
VC257

Decision guidelines

Before deciding on an application, in addition to the decision guidelines in clause 65 and any decision guidelines specified in a schedule to this overlay, the responsible authority must consider, as appropriate:

- The Municipal Planning Strategy and the Planning Policy Framework.
- The development framework.
- Any applicable public benefit uplift framework.
- *Movement and place in Victoria* (Department of Transport, February 2019).
- The level of amenity for building occupants.

- Movement systems through and around the site including the movement of pedestrians and cyclists, vehicles providing for supplies, waste removal, emergency services, and public transport and car parking.

43.06-12
25/02/2025
VC257

Mandatory permit conditions

The responsible authority must include any mandatory permit condition specified in this overlay or schedule to this overlay in deciding to grant a permit under this overlay or for land for which a master plan has been prepared in accordance with clause 43.06-3.

Floor area ratio mandatory permit condition

If a schedule to this overlay specifies a floor area ratio for a site for the purposes of standard BF03, in deciding to grant a permit for the development of part of that site, unless a schedule to this overlay specifies otherwise, the responsible authority must include a condition that requires the owner of the land to enter into an agreement with the responsible authority under section 173 of the Act, in a form to the satisfaction of the responsible authority, that specifies a floor area ratio that applies to the development of the balance of the site.

43.06-13
25/02/2025
VC257

Signs

Sign requirements are at clause 52.05.

A schedule to this overlay may specify additional requirements for the development of land for signs.

43.06-14
25/02/2025
VC257

Transitional provisions

A schedule to this overlay may specify transitional provisions.

43.06-15
25/02/2025
VC257

Meaning of terms

In this overlay and a schedule to this overlay:

- **building services** means areas used for the purposes of loading, waste management and electrical, communications, gas, water and fire prevention infrastructure;
- **public benefit uplift framework** means a framework included or explicitly referenced in a schedule to this overlay that sets out allowable public benefits and how they are to be calculated;
- **development framework** means the development framework contained in a schedule to this overlay;
- **floor area ratio** means the gross floor area of all buildings on a site plus the area of voids associated with lifts, car stackers and similar service elements considered as multiple floors of the same height as adjacent floors or 3.0 metres if there is no adjacent floor, divided by the area of the site;
- **laneway** means a road reserve of a public highway 9 metres wide or less;
- **master plan** means a master plan prepared in accordance with clause 43.06-3;
- **pedestrian connection** means a publicly accessible street with a defined footpath, a shared zone, a pedestrian only laneway (covered or open), an arcade, a through building connection and an atrium;
- **sleeve** means to position active uses between large floorplate tenancies, car park or service areas and the public realm;
- **street wall** means any part of a building constructed within 0.3 metres of an existing or proposed street, laneway or public open space.

11/04/2025
GC252

SCHEDULE 1 TO CLAUSE 43.06 BUILT FORM OVERLAY

Shown on the planning scheme map as **BFO1** .

EPPING CENTRAL ACTIVITY CENTRE

1.0
11/04/2025
GC252

Development objectives

To facilitate development of high-quality architecture with height ranges of 3 to 12 storeys.

To encourage taller building heights on large strategic redevelopment sites and main roads that demonstrates exemplary architectural quality.

To prioritise pedestrians in the urban core and better connect the activity centre via improved pedestrian movement links between key destinations.

To enhance Cooper Street as a boulevard lined by canopy trees and high-quality built form and High Street as a more pedestrian friendly main road.

To minimise underdevelopment.

INFORMATION ONLY

Development framework

Map 1 to Schedule 1 to Clause 43.06: Development Framework

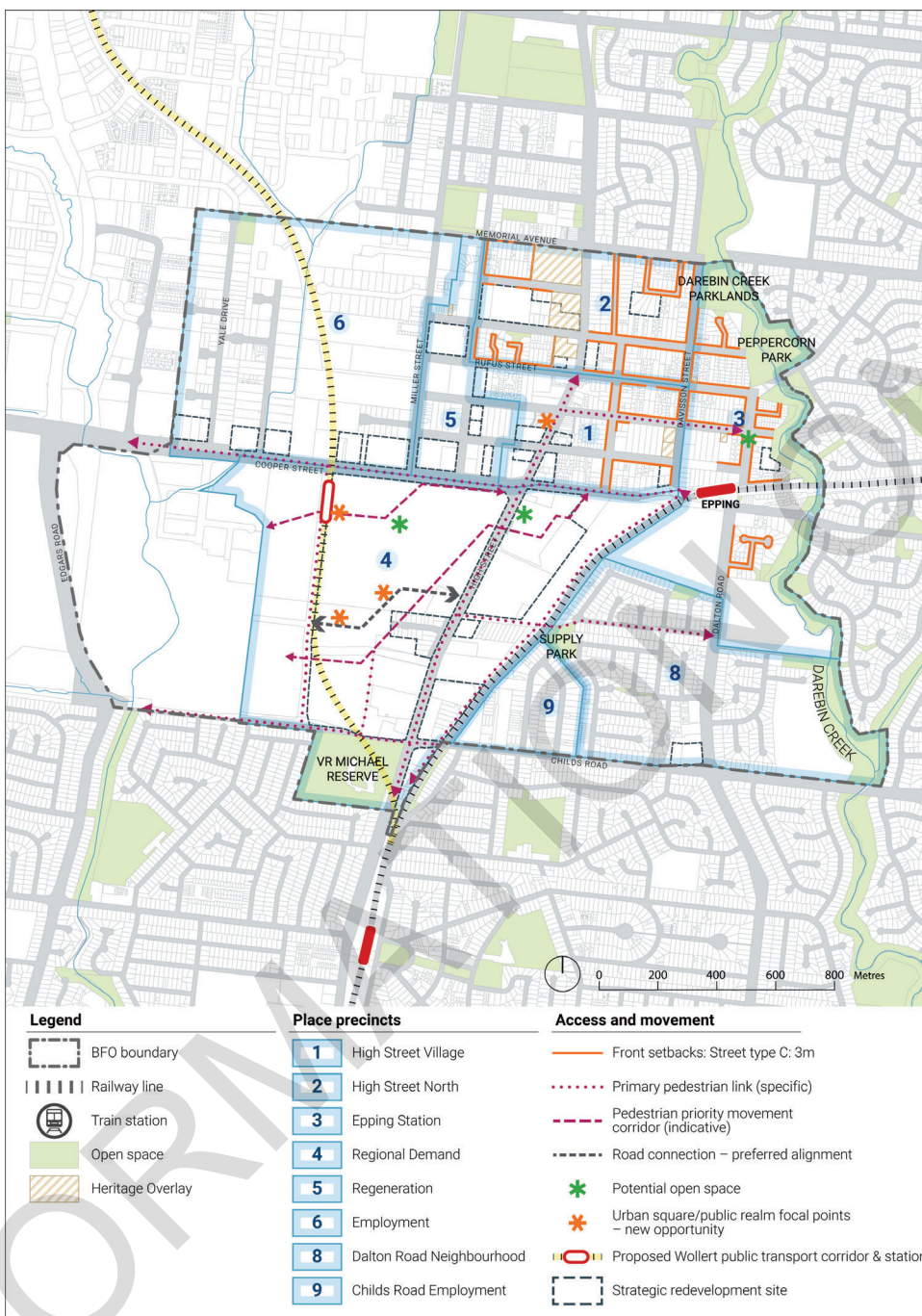


Table 1: Precinct future character statements

Precinct	Future character
Precinct 1 – High Street Village	<p>Multilevel mixed use development and human scale 'urban village' with active frontages and vibrant and attractive public realm.</p> <p>Development on High Street and Cooper Street providing activity-generating retail and commercial activity, with upper level office and residential uses.</p> <p>A mixture of medium density residential and high density apartment development within surrounding streets.</p>

WHITTLESEA PLANNING SCHEME

Precinct	Future character
<p>Precinct 2 – High Street North</p>	<p>Strategic redevelopment sites on High Street & Houston Street accommodating vibrant mixed-use medium density development with retail, commercial and office at ground floor and upper level office and residential uses.</p> <p>Surrounding residential streets which accommodate well designed medium-density residential housing to contribute to pedestrian friendly streetscapes with generous landscaping, and provision of an appropriate transition to residential areas to the north of Epping Central.</p> <p>Improved pedestrian friendly streetscapes and attractive and modern architectural styles, with landscaped front setbacks.</p>
<p>Precinct 3 – Epping Station</p>	<p>A diverse mix of education, community and medium density residential uses and associated built form scale, including increased densities and heights in proximity to Epping Station and Melbourne Polytechnic.</p> <p>Medium density residential development in the north of the precinct providing a transition to residential development to the east of Epping Central and the Darebin Creek corridor.</p> <p>Attractive, landscaped streets will provide for high levels of pedestrian and cyclist activity, including improved connections to the Darebin Creek corridor.</p>
<p>Precinct 4 – Regional Demand</p>	<p>High change, multi-level, mixed use development with a strong focus on employment and health and human services as the 'heart' of the centre, accommodated with integrated multi-level development accommodating retail, office, entertainment and residential uses.</p> <p>Strong pedestrian amenity and active frontages to all streets, including reduced visual dominance of parking and paved areas and improved connections between key destinations incl. Epping Station, Epping Homemakers Centre, Pacific Epping, the Norther Hospital and the Epping Renewal Site (New Epping).</p> <p>Modern architectural styles and built form which responds to human scale pedestrian/cyclist networks and movement, and provides a more permeable street network around the Pacific Epping Shopping Centre and Epping Homemakers Centre.</p>
<p>Precinct 5 – Regeneration</p>	<p>High change mixed used medium and high development with commercial and office at ground floor and office and residential above, that provides a strong transition between industrial uses to the west and residential uses to the north and east.</p> <p>Taller built form on key redevelopment sites and along Cooper Street which accommodate mixed use/office/commercials development.</p>

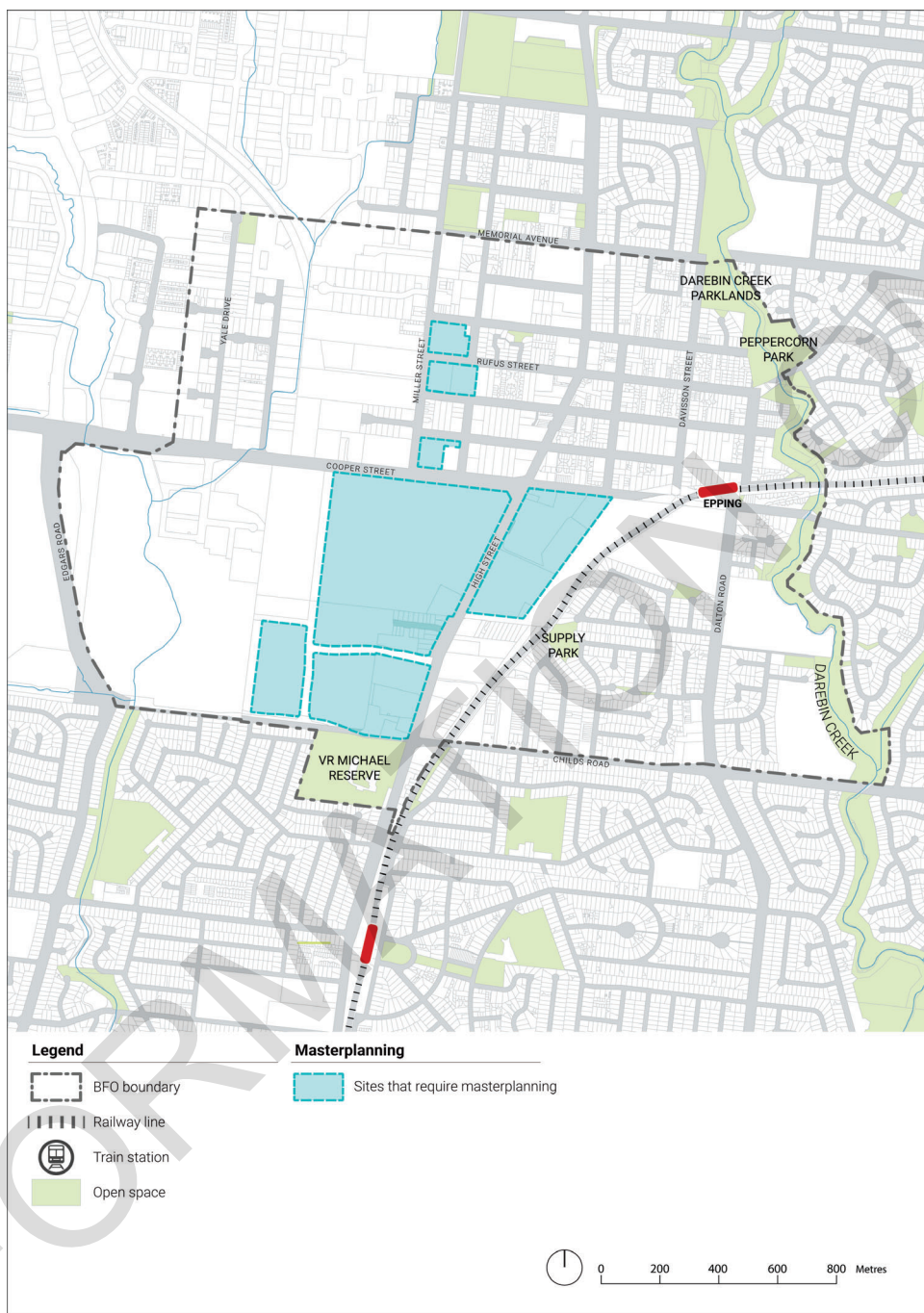
WHITTLESEA PLANNING SCHEME

Precinct	Future character
	<p>Modern architectural styles which provide active frontages, reduced visual dominance of parking and paved areas which provides a high amenity public realm which prioritise pedestrian and cyclist access and movement.</p>
<p>Precinct 6 – Employment</p>	<p>Modern, well designed commercial, office, warehouse and light-industrial development of various scales.</p> <p>Increased built form scale to northern side of Cooper Street with podium architectural styles accommodating mixed-use commercial development.</p> <p>Development with attractive landscaping and set within an improved public realm that prioritises pedestrian and cyclist movements.</p>
<p>Precinct 8 – Dalton Road Neighbourhood</p>	<p>Well designed, modern architectural design of multi-level retail and residential development within the Dalton Road Shopping Village (Precinct 8a), which provides attractive frontages and contribute to the ‘urban village’ feel of the retail centre.</p> <p>Well designed medium density residential development proximate to Epping Train Station and surrounding Dalton Road Shopping Centre (Precinct 8b).</p> <p>Streetscapes with landscaping and tree planting to provide high quality pedestrian environment and improved connections and access to existing pocket parks and links to Darebin Creek Linear Parkland, Melbourne Polytechnic, Epping Central and Epping Station.</p>
<p>Precinct 9 – Childs Road Employment</p>	<p>Modern, well designed warehouse and light-industrial development of various scales and reduced setbacks, including active frontages for increased surveillance on Child Road.</p> <p>Development with attractive landscaping and screening and seek to improve the public realm and street-based environment.</p> <p>Development which provides passive surveillance of the rail corridor and contributes to a high amenity movement network with prioritised active cyclist and pedestrian links to and from this precinct.</p>

Master plan requirements

Land to which the master plan requirements apply

Map 2 to Schedule 1 to Clause 43.06: Land to which master plan requirements apply



Requirement before a permit is granted

A permit may be granted before a master plan has been prepared to the satisfaction of the responsible authority if the responsible authority is satisfied that:

- the granting of a permit will not prejudice the preparation of a master plan; or
- the proposed use or development will not prejudice the orderly use and development of land in accordance with the objectives of this schedule.

Requirements for a master plan

None specified.

4.0
11/04/2025
GC252

Public benefit uplift framework

None specified.

5.0
11/04/2025
GC252

Buildings and works

Permit requirements

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.

6.0
11/04/2025
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Outcomes and standards

The outcomes and standards in this overlay and this schedule prevail over any inconsistent provision in this planning scheme, including any standard set out in clauses 54 to 58, unless an application has been made under either clause 53.22 or clause 53.23, which will prevail to the extent of any inconsistent provision in the Built Form Overlay.

6.1 Outcomes that do not apply

None specified.

6.2 Standards

Any standard specified in this schedule is in addition to any standard in clause 43.06-7 for the corresponding outcome, unless specified otherwise below.

If land is in a Heritage Overlay, or is land adjoining a Heritage Overlay, all standards in this schedule are discretionary and are not deemed to comply standards.

6.2-1 Building heights

Standard

Table 2 specifies whether the maximum height is a deemed to comply standard and whether it is a mandatory or discretionary standard.

WHITTLESEA PLANNING SCHEME

Map 3 to Schedule 1 to Clause 43.06: Building heights

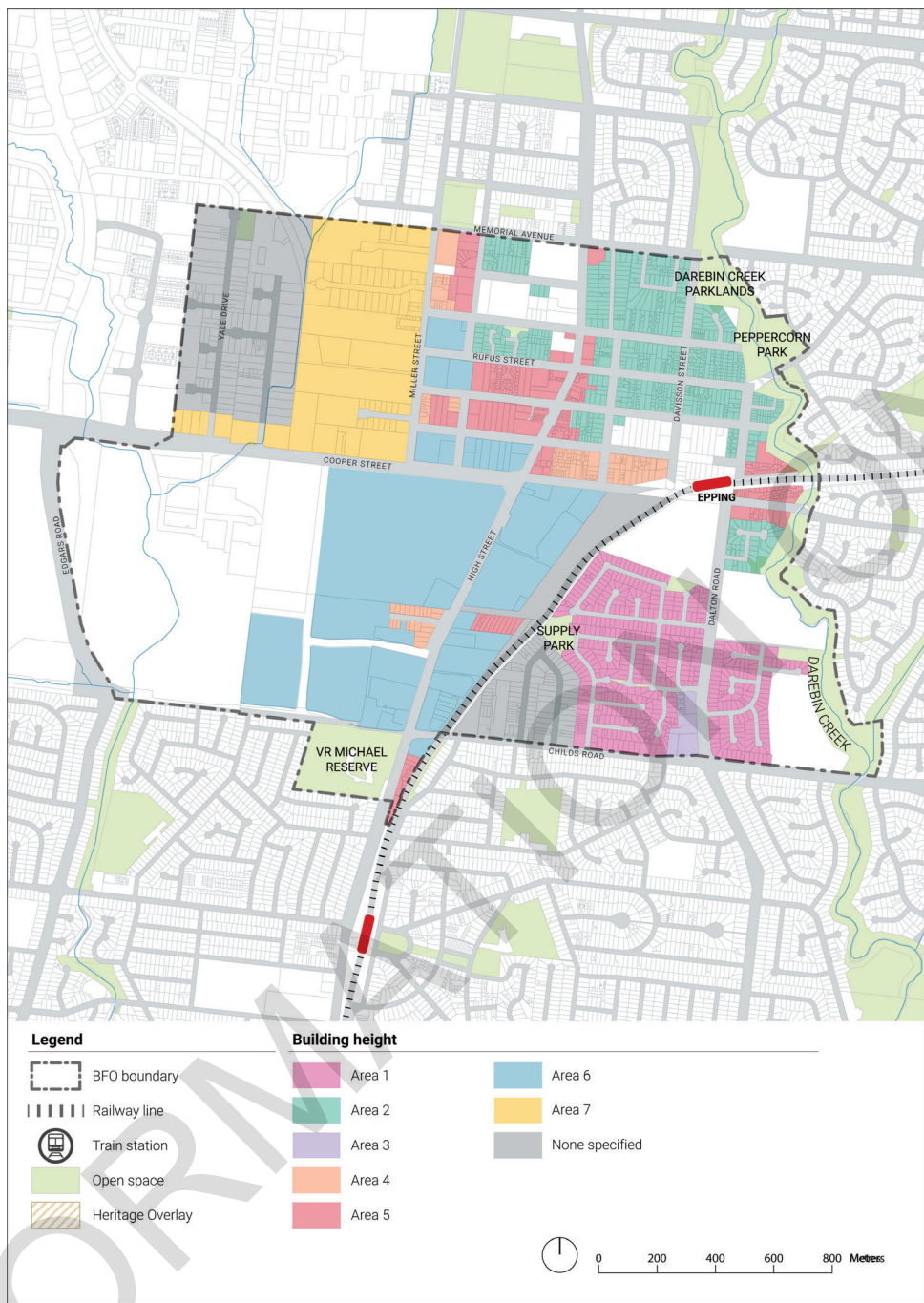


Table 2: Building heights

Building heights area as shown on Map 3	Minimum building height	Maximum building height	Mandatory or discretionary	Deemed to comply
Area 1	None specified	3 storeys	Discretionary	Yes, if at the maximum building height specified or less
Area 2	3 storeys	4 storeys	Discretionary	Yes, if within the minimum and maximum building height range specified

WHITTLESEA PLANNING SCHEME

Building heights area as shown on Map 3	Minimum building height	Maximum building height	Mandatory or discretionary	Deemed to comply
Area 3	3 storeys	5 storeys	Discretionary	Yes, if within the minimum and maximum building height range specified
Area 4	3 storeys	6 storeys	Discretionary	Yes, if within the minimum and maximum building height range specified
Area 5	3 storeys	8 storeys	Discretionary	Yes, if within the minimum and maximum building height range specified
Area 6	4 storeys	12 storeys	Discretionary	Yes, if within the minimum and maximum building height range specified
Area 7	None specified	6 storeys	Discretionary	Yes, if at the maximum building height specified or less

Decision guidelines: Building heights

Whether the building height responds to the site context and is consistent with the preferred built form character statements in Table 1 of this schedule.

Whether the lot size, layout and orientation can accommodate building height without detrimentally impacting the amenity of public space.

Whether the building height obstructs any key or landmark views or vistas identified in the planning scheme.

Where the proposed building height exceeds the maximum height, whether the proposal demonstrates that other built form standards in the overlay and schedule are met.

6.2-2 Floor area ratios

Standard

Development in Precinct 5 may exceed the maximum FAR by 0.5:1 if commercial floor space is greater than or equal to 50% of the gross floor area of the building.

Table 3 specifies whether the maximum floor area ratio is a deemed to comply standard and whether it is a mandatory or discretionary standard.

WHITTLESEA PLANNING SCHEME

Map 4 to Schedule 1 to Clause 43.06: Floor area ratios

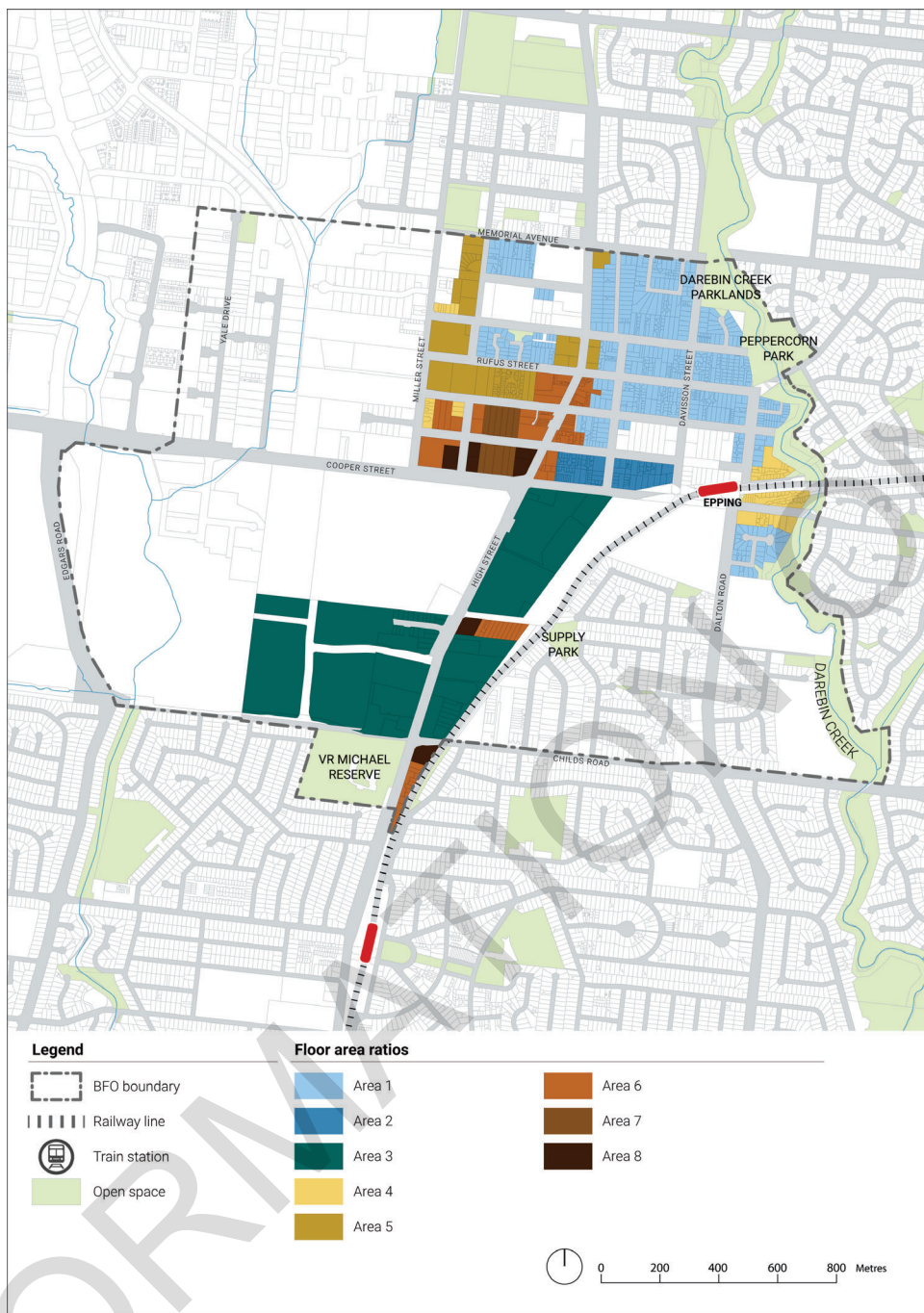


Table 3: Floor area ratios

Floor area ratios area as shown on Map 4	Maximum floor area ratio	Mandatory or discretionary	Deemed to comply
Area 1	1.6:1	Discretionary	Yes, if at the maximum floor area ratio or less Is not deemed to comply if the site is identified as requiring a master plan on Map 2
Area 2	2.0:1	Discretionary	Yes, if at the maximum floor area ratio or less

WHITTLESEA PLANNING SCHEME

Floor area ratios area as shown on Map 4	Maximum floor area ratio	Mandatory or discretionary	Deemed to comply
			Is not deemed to comply if the site is identified as requiring a master plan on Map 2
Area 3	3.0:1	Discretionary	Yes, if at the maximum floor area ratio or less Is not deemed to comply if the site is identified as requiring a master plan on Map 2
Area 4	3.8:1	Discretionary	Yes, if at the maximum floor area ratio or less Is not deemed to comply if the site is identified as requiring a master plan on Map 2
Area 5	4.0:1	Discretionary	Yes, if at the maximum floor area ratio or less Is not deemed to comply if the site is identified as requiring a master plan on Map 2
Area 6	4.5:1	Discretionary	Yes, if at the maximum floor area ratio or less Is not deemed to comply if the site is identified as requiring a master plan on Map 2
Area 7	4.8:1	Discretionary	Yes, if at the maximum floor area ratio or less Is not deemed to comply if the site is identified as requiring a master plan on Map 2
Area 8	5.5:1	Discretionary	Yes, if at the maximum floor area ratio or less Is not deemed to comply if the site is identified as requiring a master plan on Map 2

6.2-3 Overshadowing of open space or public realm

Standard

Existing and proposed public open space and existing and proposed key pedestrian streets are identified in this schedule at Map 5 and at Table 4.

Table 4 specifies whether the overshadowing standard is a deemed to comply standard and whether it is a mandatory or discretionary standard.

Map 5 to Schedule 1 to Clause 43.06: Overshadowing of open space or public realm

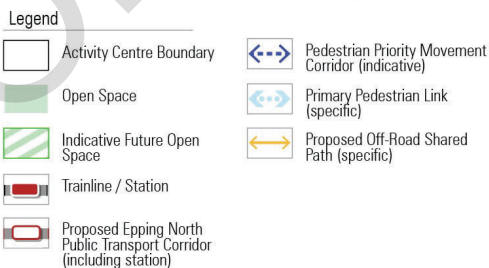
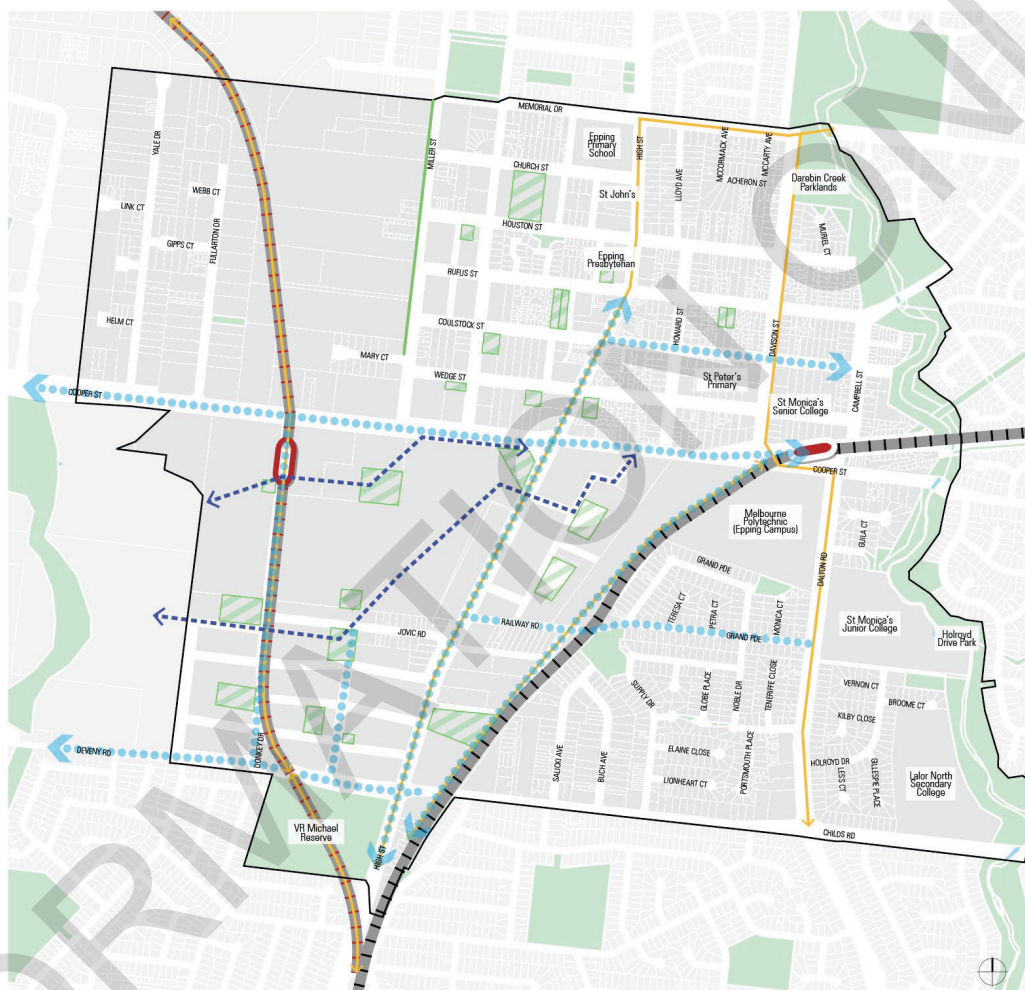


Table 4: Overshadowing of open space or public realm

Overshadowing areas as shown on Map 5	Sun access	Mandatory or discretionary	Deemed to comply
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Existing and proposed key pedestrian streets

WHITTLESEA PLANNING SCHEME

Overshadowing areas as shown on Map 5	Sun access	Mandatory or discretionary	Deemed to comply
Primary pedestrian link (specific)	Minimise overshadowing of opposite footpaths between 10am and 2pm on 22 September	Discretionary	No
Existing public open space			
Open space	Minimise overshadowing beyond shadow cast by the existing buildings between 10am and 3pm on 21 June	Discretionary	No

6.2-4 Front setbacks, street wall heights, setbacks above the street wall and landscaped setbacks

Standard

Front setbacks

Table 5 specifies whether the minimum front setback is a deemed to comply standard and whether it is a mandatory or discretionary standard.

Map 6 to Schedule 1 to Clause 43.06: Front setbacks

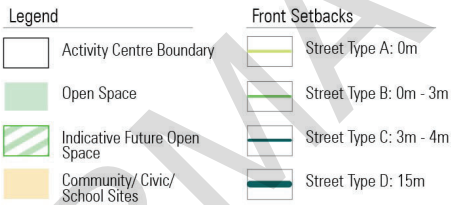
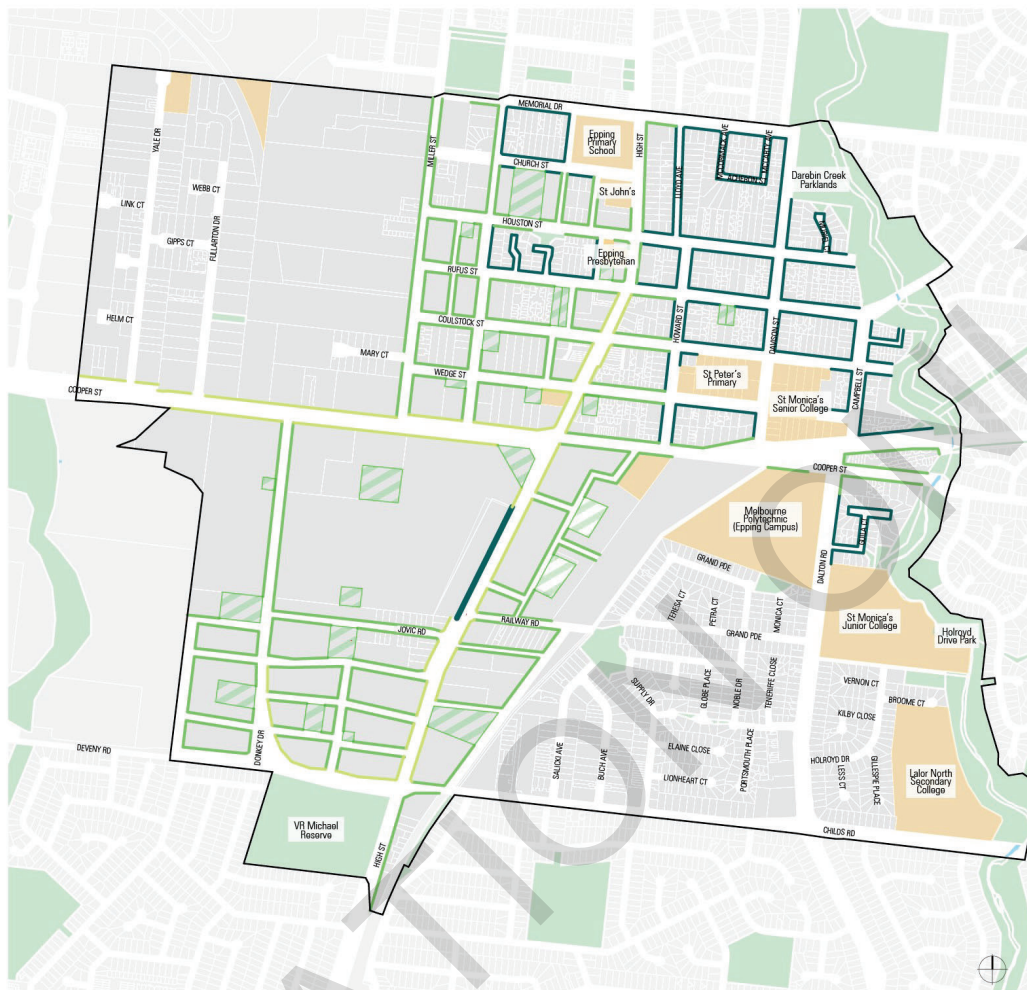


Table 5: Front setbacks

Front setback street type as shown on Map 6	Minimum setback	Mandatory or discretionary	Deemed to comply
Street Type A	0 m	Discretionary	Yes, if the front setback is the minimum or more
Street Type B	0 m for non-residential ground floor use	Discretionary	Yes, if the front setback is the minimum or more
Street Type B	3 m for residential ground floor use	Discretionary	Yes, if the front setback is the minimum or more
Street Type C	3 m	Discretionary	Yes, if the front setback is the minimum or more

WHITTLESEA PLANNING SCHEME

Front setback street type as shown on Map 6	Minimum setback	Mandatory or discretionary	Deemed to comply
Street Type D	15 m	Discretionary	Yes, if the front setback is the minimum or more
Any other street in Precinct 6	None specified	-	-
Any other street in in Precinct 8	4m	Discretionary	Yes, if the front setback is the minimum or more
Any other street in Precinct 9	None specified	-	-

Street wall height

Table 6 specifies whether the maximum street wall height is a deemed to comply standard and whether it is a mandatory or discretionary standard.

INFORMATION ONLY

Map 7 to Schedule 1 to Clause 43.06: Street wall height

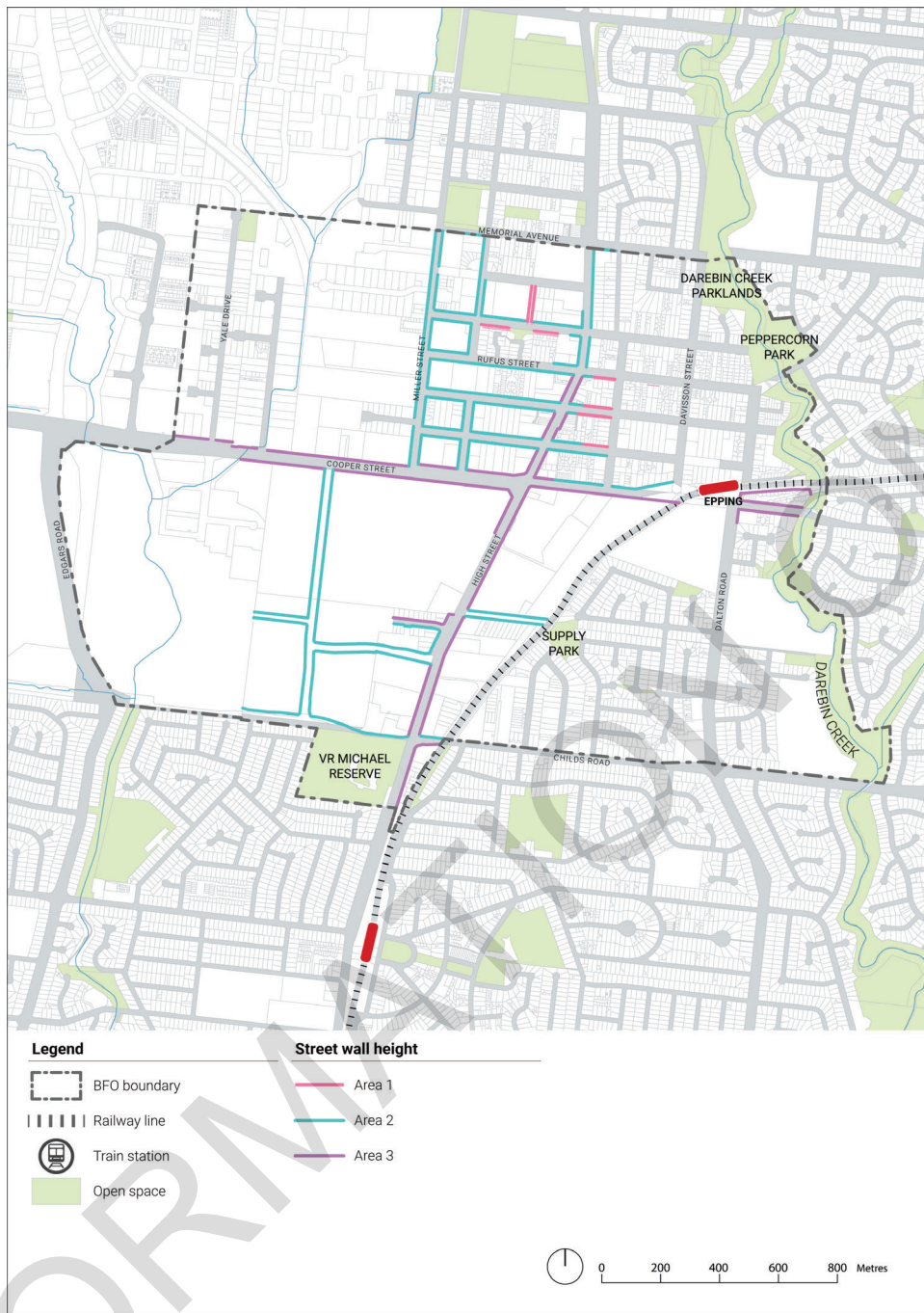


Table 6: Street wall height

Street wall area as shown on Map 7	Maximum street wall height	Mandatory or discretionary	Deemed to comply
Area 1	3 storeys	Discretionary	No
Area 2	5 storeys	Discretionary	No
Area 3	6 storeys	Discretionary	No

Setbacks above the street wall

Front setbacks above the street wall height should incorporate a maximum of two setbacks to avoid an overly tiered built form.

WHITTLESEA PLANNING SCHEME

Table 7 specifies whether the setback above street wall is a deemed to comply standard and whether it is a mandatory or discretionary standard.

If the maximum building height as set out in Table 2 is exceeded, the setback specified in Table 7 should be increased by 1 metre per additional 1 metre of building height to ensure the 'human scale' of the street experience is maintained.

Table 7: Setbacks above the street wall

Building Height	Minimum setback	Mandatory or Discretionary	Deemed to comply
Up to and including 6 storeys	3 m	Discretionary	No
7 or more storeys	5 m	Discretionary	No

Landscaped setbacks

Table 8 specifies whether the minimum landscaped setback as shown on Map 8 is a deemed to comply standard and whether it is a mandatory or discretionary standard.

WHITTLESEA PLANNING SCHEME

Map 8 to Schedule 1 to Clause 43.06: Landscaped setbacks



Table 8: Landscaped setbacks

Street type as shown on Map 8	Minimum setback	Mandatory or Discretionary	Deemed to comply
Street Type B	3m for residential ground floor use	Discretionary	No
Street Type C	3m	Discretionary	No
Street Type D	15m	Discretionary	No
Any other street in Precinct 8	4m	Discretionary	No

Decision guidelines: front setbacks, street wall heights, setbacks above street wall and landscaped setbacks

Whether the landscaped setback supports opportunities to retain existing vegetation.

Whether alternative landscaping and vegetation planting, such as balcony planting, climbing vines and planted pergolas, achieves a suitable outcome, where the landscaped setback is not achieved.

Where the street wall height exceeds the height specified in Table 6 of this schedule, whether the street wall height:

- Is proportional to the street width.
- Provides articulation, visual interest and variety over the length of the street frontage to maintain a human scaled environment.

6.2-5 Side and rear setbacks and building separation within a site**Standard**

Table 9 specifies whether the minimum side and rear setbacks are deemed to comply standards and whether they are a mandatory or discretionary standard.

Table 9: Standards for side and rear setbacks and building separation within a site

Building height	Minimum setback from habitable room (with outlook) to boundary line	Minimum setback from non-habitable room (with outlook) to boundary line	Minimum separation distance between multiple buildings on an individual site	Mandatory or discretionary	Deemed to comply
1 to 3 storeys	4.5m	3m	9m	Discretionary	Yes, if the setbacks and separation is the minimum or more Is not deemed to comply if the site is identified as requiring a master plan on Map 2
4 to 6 storeys	6m	6m	12m	Discretionary	Yes, if the setbacks and separation is the minimum or more Is not deemed to comply if the site is identified as requiring a master plan on Map 2

WHITTLESEA PLANNING SCHEME

Building height	Minimum setback from habitable room (with outlook) to boundary line	Minimum setback from non-habitable room (with outlook) to boundary line	Minimum separation distance between multiple buildings on an individual site	Mandatory or discretionary	Deemed to comply
7 or more storeys	9m	6m	18m	Discretionary	Yes, if the setbacks and separation is the minimum or more Is not deemed to comply if the site is identified as requiring a master plan on Map 2

6.2-6 Building layout and adaptability

Standard

Table 10 specifies whether the minimum floor to floor height is a deemed to comply standard and whether it is a mandatory or discretionary standard.

Table 10: Floor to floor heights

Floor type	Minimum floor to floor height (metres)	Mandatory or Discretionary	Deemed to comply
Commercial Ground	4.5m	Discretionary	Yes, if the floor to floor height is the minimum or more
Commercial Upper	4.0m	Discretionary	Yes, if the floor to floor height is the minimum or more
Residential (all)	3.2m	Discretionary	Yes, if the floor to floor height is the minimum or more

6.2-7 Active frontages

Standard

Development interfacing the Mernda Rail Corridor Development and proposed Wollert Public Transport Corridor should be designed to:

- provide passive surveillance opportunities to the rail corridor through the installation of windows and location of outdoor staff areas, noting its future role as a pedestrian and cycle open space corridor.
- maximise safety of future shared pedestrian/cycle paths
- avoid blank concrete tilt walls.

Retail developments frontages should:

- delineate individual tenancies through articulation and design detail fenestration.
- ‘sleeve’ large stores with smaller scale buildings or uses along the street.

Industrial development frontages should:

- locate the office towards the street in the front section of the building.
- apply glazing for an office to balance the visual weight of other design features.

Larger developments should provide clear sightlines from publicly accessible forecourts and foyers to the street.

Residential developments should provide individual entries to ground floor apartments accessed from the street.

New dwellings abutting parks and/or the Darebin Creek corridor should incorporate windows and balconies overlooking the park to improve safety and surveillance.

6.2-8 Pedestrian connections

Standard

Development should provide pedestrian links or retain and improve existing pedestrian links where a link is identified in Map 5 .

- Priority Pedestrian Movement Corridors (indicative) identified in Map 5 should form a continuous path of travel.
- Priority Pedestrian Movement Corridors (indicative) comprising a minimum 3 metre wide footpath should provide for 24-hour unimpeded access and incorporate prioritised and safe crossings of roads and access points.
- All publicly accessible developments should incorporate a continuous accessible path of travel between the building and the public realm.

6.2-9 Weather protection

Standard

Weather protection should be:

- Continuous along Cooper Street, High Street, Deveny Road, and new connector roads.
- Employed to enhance the pedestrian environment and the main street retail atmosphere in High Street
- Designed with uniform height and width of canopies, verandas or other weather protection along key pedestrian routes, particularly in precincts 1 and 6.
- Provided throughout Precinct 4 and may include partial and fully enclosed weather protection treatment.

6.2-10 Landscaping and fencing

Standard

Landscaping should:

- Provide a landscaped setback in front of warehouse and industrial structures to reduce visual bulk.

- Incorporate planting and vegetation on building rooftops or façades to soften building mass and support greening objectives in higher density developments with high site coverage.
- Integrate public art and artistic street furniture in pedestrian areas of the development or in locations visible from the public realm.

Fencing should:

- Not exceed 1.5 metres in height on the street frontage.
- Be visually permeable.
- Should enable passive surveillance.

6.2-11 Carparking design

Standard

Vehicle access to car parks should not be located on major shopping streets and key pedestrian routes including High Street, Cooper Street and Coulstock Street.

Shared accessways should be located at least 1.5 metres from habitable room windows.

Car parking should be underground or provided in multi-level car parks rather than at grade.

At-grade parking, where retained, should be screened from the view lines of major roads and the public realm through ‘sleeving’ and/or landscaping.

6.2-12 Building services

Standard

Loading and unloading vehicle areas should be located to the side or rear of industrial development in Precinct 6.

6.2-13 Exterior design

Standard

Development should:

- Utilise durable and low maintenance materials for buildings, soft landscaped areas and ‘hardscape’ areas (such as forecourts, plazas, footpaths etc.) in a contemporary manner.
- Avoid use of replica stone cladding, buildings of a single material, highly reflective glazing treatments, and plain tilt up slabs.
- In industrial developments, tilt-up walls should be treated with etching / patterning, paint effects and exposed aggregate concrete and other techniques to provide visual interest and break up blank walls. This includes side and rear boundary walls if neighbouring blocks are vacant at the time of construction.
- Incorporate design treatments along the existing rail corridor and proposed Wollert Public Transport Corridor to minimise potential impacts associated with noise and vibration.

6.3 Other outcomes and standards

6.3-1 Front wall height and front upper level setback for buildings with a front setback

Outcome

Buildings that contribute positively to the streetscape, maintain a human scale and do not overwhelm the public realm.

Standard BF16

Development should provide front wall heights and upper level building setbacks above the front wall height set out in Map 9, Table 11 and Table 12.

Setbacks above the front wall should incorporate a maximum of two setbacks to avoid an overly tiered built form.

Table 11 specifies whether the maximum front wall height is a deemed to comply standard and whether it is a mandatory or discretionary standard.

Map 9 to Schedule 1 to Clause 43.06: Front wall heights

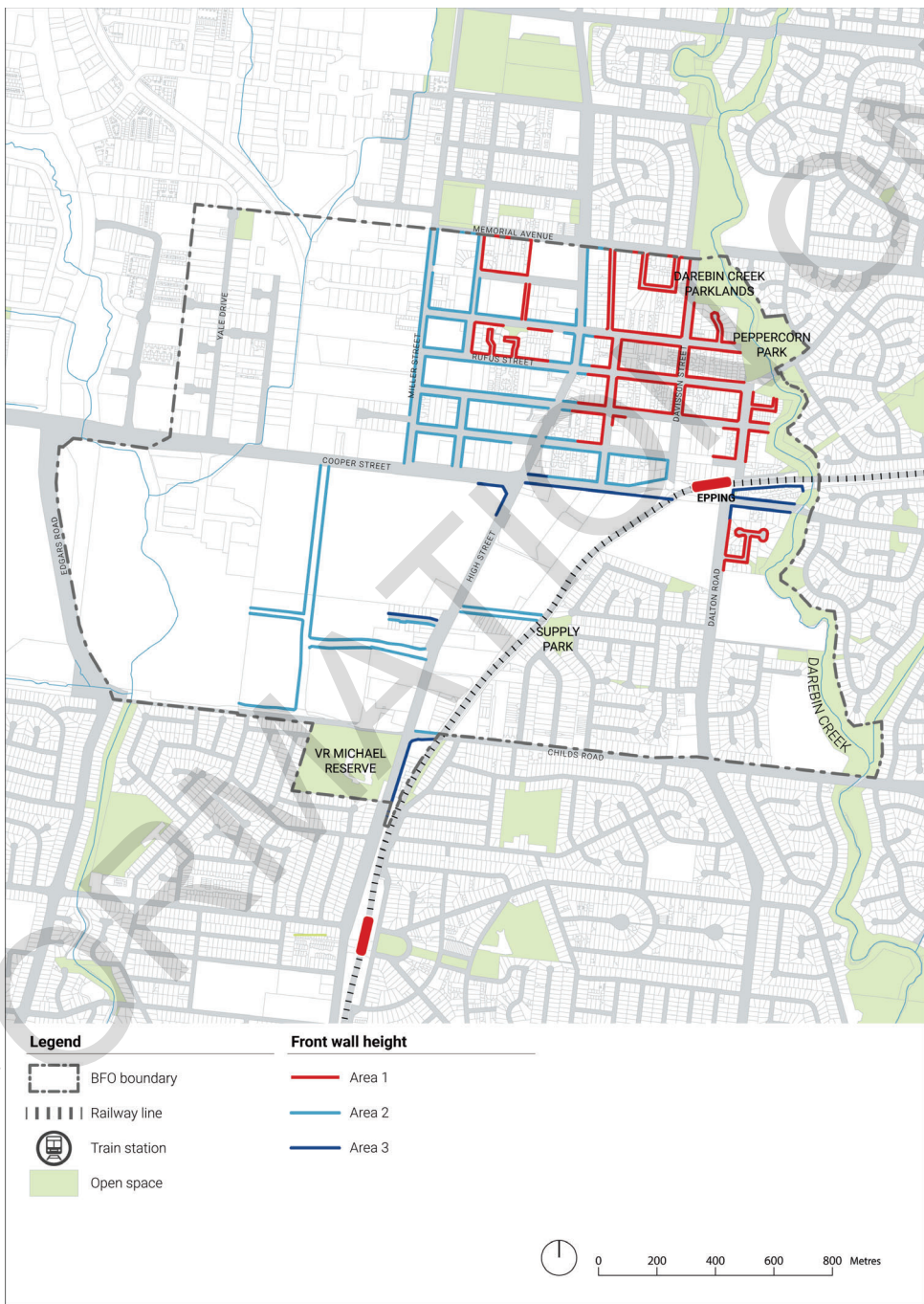


Table 11: Front wall heights

Front wall area as shown on Map 9	Maximum front wall height	Mandatory or discretionary	Deemed to comply
Area 1	3 storeys	Discretionary	No

Front wall area as shown on Map 9	Maximum front wall height	Mandatory or discretionary	Deemed to comply
Area 2	5 storeys	Discretionary	No
Area 3	6 storeys	Discretionary	No

Table 12 specifies whether the minimum setback above street wall is a deemed to comply standard and whether it is a mandatory or discretionary standard.

Table 12: Setbacks above the front wall

Building Height	Minimum setback	Mandatory or Discretionary	Deemed to comply
Up to and including 6 storeys	3m	Discretionary	No
7 or more storeys	5m	Discretionary	No

6.3-2 Wollert Public Transport Corridor

Outcome

New development that protects the proposed Wollert Public Transport Corridor and provides for appropriate interfaces that include surveillance.

Standard BF17

New development in Precincts 4 and 6 which abuts the proposed Wollert Public Transport Corridor must be designed to provide for an alignment of the Wollert rail line generally in accordance with the plan 'Epping North Public Transport Corridor Concept Alignment (drawing 9386048)' (Department of Infrastructure, June 2006), including allowance for:

- A 30 metres clear height over the entire reservation
- A 30 metre wide reservation except at the station site
- A 90 metre wide reservation at the station site over a length of 170 metres.
- The northern end of the station platform(s) should be no more than 100 metres from the Cooper Street road reservation.
- Provision for rail commuter parking for 150 cars in proximity to the station site.
- Provision for a rail and road grade separation at Cooper Street.
- Provision for interchange facilities between bus and rail public transport operations. The construction and operation of the rail line will allow for ground level vehicle connectivity to be provided or maintained between the Pacific Epping shopping centre and adjacent roads (including Childs Road) and the Northern Hospital.

Prior to the grant of a permit by the responsible authority, applications for new development abutting the Wollert Public Transport Corridor must be approved by Head, Transport for Victoria.

6.3-3 Bicycle parking and facilities

Outcome

New development that provides accessible bicycle parking in safe and convenient locations.

Standard BF18

New development should incorporate undercover bicycle parking located:

- for visitors: within 20 metres of building entrances.
- for employees: in a secure location within 20 metres of change room facilities.

7.0
11/04/2025
GC252

Subdivision

Permit requirements

None specified.

Subdivision requirements

None specified.

Public open space contribution requirement

Type or location of subdivision	Amount of contribution for public open space
None specified	None specified

8.0
11/04/2025
GC252

Application requirements

None specified.

9.0
11/04/2025
GC252

Notice and review

None specified.

10.0
11/04/2025
GC252

Decision guidelines

None specified.

11.0
11/04/2025
GC252

Mandatory permit conditions

None specified.

12.0
11/04/2025
GC252

Signs

None specified.

13.0
11/04/2025
GC252

Transitional provisions

The requirements of clause 43.06 and this schedule do not apply to:

- An application made before the approval date of Amendments GC252 to this planning scheme. For the avoidance of doubt, this includes an amended application under section 50, 50A or 57A of the Act if the original application was made before the approval date of Amendments GC252;
- An amended permit application under section 72 of the Act, if the original application in respect of which that permit was first granted (that is, before it was first amended) was either:
 - made before the approval date of Amendments GC252; or
 - an amended application under section 50, 50A or 57A of the Act if the original application was made before the approval date of Amendments GC252.

WHITTLESEA PLANNING SCHEME

The following provisions, as in force in relation to relevant land immediately before the approval date of Amendments GC252, continue to apply to applications which this transitional provision applies:

- Schedule 1 to Clause 37.08.

INFORMATION ONLY

45.06
31/07/2018
VC148

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY

Shown on the planning scheme map as **DCPO** with a number.

Purpose

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

To identify areas which require the preparation of a development contributions plan for the purpose of levying contributions for the provision of works, services and facilities before development can commence.

45.06-1
19/01/2006
VC37

Development contributions plan

A permit must not be granted to subdivide land, construct a building or construct or carry out works until a development contributions plan has been incorporated into this scheme.

This does not apply to the construction of a building, the construction or carrying out of works or a subdivision specifically excluded by a schedule to this overlay.

A permit granted must:

- Be consistent with the provisions of the relevant development contributions plan.
- Include any conditions required to give effect to any contributions or levies imposed, conditions or requirements set out in the relevant schedule to this overlay.

45.06-2
19/01/2006
VC37

Preparation of a development contributions plan

The development contributions plan may consist of plans or other documents and may, with the agreement of the planning authority, be prepared and implemented in stages.

The development contributions plan must:

- Specify the area to which the plan applies.
- Set out the works, services and facilities to be funded through the plan, including the staging of the provision of those works, services and facilities.
- Relate the need for the works, services or facilities to the proposed development of land in the area.
- Specify the estimated costs of each of the works, services and facilities.
- Specify the proportion of the total estimated costs of the works, services and facilities which is to be funded by a development infrastructure levy or community infrastructure levy or both.
- Specify the land in the area and the types of development in respect of which a levy is payable and the method for determining the levy payable in respect of any development of land.
- Provide for the procedures for the collection of a development infrastructure levy in respect to any development for which a permit is not required.

The development contributions plan may:

- Exempt certain land or certain types of development from payment of a development infrastructure levy or community infrastructure levy or both.
- Provide for different rates or amounts of levy to be payable in respect of different types of development of land or different parts of the area.

SCHEDULE 3 TO CLAUSE 45.06 DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY

Shown on the planning scheme map as DCPO3 .

DRAINAGE INFRASTRUCTURE DEVELOPMENT CONTRIBUTIONS PLAN**Area covered by this development contributions plan**

The area affected by this Development Contributions Plan is the land to which the DCPO3 has been applied in the Whittlesea Planning Scheme maps.

Summary of costs

Facility	Total cost \$	Time of provision	Actual cost contribution attributable to development \$	Proportion of cost attributable to development %
Drainage	\$152,000 per annum	As Required	\$152,000	100
TOTAL	\$152,000 per annum	-	\$152,000	100

Note: The above figures will be annually indexed in accordance with movements in the Consumer Price Index (CPI).

Summary of contributions

FACILITY	LEVIES PAYABLE BY THE DEVELOPMENT	Development Infrastructure	Residential	Non-residential	Community infrastructure	Residential	Non-residential	All infrastructure	Non-residential
Drainage	\$1.90 per square metre of total site area	\$3.50 per square metre of additional impervious floor area	\$3.50 per square metre of total site area	\$1.90 per square metre of total site area	\$1.90 per square metre of total site area	\$3.50 per square metre of additional impervious floor area	\$3.50 per square metre of additional impervious floor area	\$1.90 per square metre of total site area	\$3.50 per square metre of additional impervious floor area
TOTAL	\$1.90 per square metre of total site area	\$3.50 per square metre of additional impervious floor area	\$3.50 per square metre of total site area	\$1.90 per square metre of total site area	\$1.90 per square metre of total site area	\$3.50 per square metre of additional impervious floor area	\$3.50 per square metre of additional impervious floor area	\$1.90 per square metre of total site area	\$3.50 per square metre of additional impervious floor area

Note: The above figures will be annually indexed in accordance with movements in the Consumer Price Index (CPI).

Land or development excluded from Development Contributions Plan

- All development with the exception of the multi-unit residential, retail, industrial and business/commercial buildings.

WHITTLESEA PLANNING SCHEME

- The development of land for a small second dwelling.
- Other land or development as nominated by Council.

INFORMATION ONLY

09/11/2017
GC75**SCHEDULE 14 TO CLAUSE 45.06 DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY**

Shown on the planning scheme map as DCPO14 .

EPPING CENTRAL DEVELOPMENT CONTRIBUTIONS PLAN**1.0**19/03/2015
C130**Area covered by this development contributions plan**

The area covered by this Development Contributions Plan (DCP) is land within the Epping Central Structure Plan (ECSP) area as shown on the planning scheme maps as DCPO14.

2.019/03/2015
C130**Summary of costs for Charge Areas 1-9**

Facility	Total cost \$	Time of provision	Actual cost contribution attributable to development \$	Proportion of cost attributable to development %
Roads and Traffic management works	\$57,653,235	See Appendix 3 of ECSP DCP Incorporated Document	\$20,193,882	35.0%
Streetscape & environment	\$7,161,000	See Appendix 3 of ECSP DCP Incorporated Document	\$3,818,380	53.3%
Parks	\$4,205,600	See Appendix 3 of ECSP DCP Incorporated Document	\$2,811,138	66.8%
Community facilities	\$23,888,000	See Appendix 3 of ECSP DCP Incorporated Document	\$4,204,950	17.6%
Drainage	\$6,715,800	See Appendix 3 of ECSP DCP Incorporated Document	\$3,034,846	45.2%
TOTAL	\$99,623,635		\$34,063,195	34.2%

3.009/11/2017
GC75**Summary of contributions****3.1**09/11/2017
GC75**Summary of contributions for DCP Charge Area 1**

Facility	LEVIES PAYABLE BY THE DEVELOPMENT					
	Development Infrastructure			Community infrastructure		
	Residential	Commercial	Industrial	Residential	Commercial	Industrial
Roads and Traffic management works	\$1,299.43 / dwelling	\$6,534.50 / 100sqm floorspace	-	-	-	-
Streetscape & environment	\$315.84 / dwelling	\$1,588.27 / 100sqm floorspace	-	-	-	-
Parks	\$1,674.35 / dwelling	-	-	-	-	-
Community facilities	-	-	-	\$1,150 / dwelling	-	-

WHITTLESEA PLANNING SCHEME

Facility	LEVIES PAYABLE BY THE DEVELOPMENT					
	Development Infrastructure			Community infrastructure		
	Residential	Commercial	Industrial	Residential	Commercial	Industrial
Drainage	\$348.58 / dwelling	\$213.99 / 100sqm floorspace	-	-	-	-
TOTAL	\$3,638.20 per dwelling	\$8,336.75 per 100sqm floorspace	-	\$1,150 per dwelling	-	-

Facility	LEVIES PAYABLE BY THE DEVELOPMENT		
	All infrastructure		
	Residential	Commercial	Industrial
Roads and Traffic management works	\$1,299.43 / dwelling	\$6,534.50 / 100sqm floorspace	-
Streetscape & environment	\$315.84 / dwelling	\$1,588.27 / 100sqm floorspace	-
Parks	\$1,674.35 / dwelling	-	-
Community facilities	\$900 / dwelling	-	-
Drainage	\$348.58 / dwelling	\$213.99 / 100sqm floorspace	-
TOTAL	\$4,538.20 per dwelling	\$8,336.75 per 100sqm floorspace	-

3.2
09/11/2017
GC75

Summary of contributions for DCP Charge Area 2

Facility	LEVIES PAYABLE BY THE DEVELOPMENT					
	Development Infrastructure			Community infrastructure		
	Residential	Commercial	Industrial	Residential	Commercial	Industrial
Roads and Traffic management works	\$2,035.07 / dwelling	\$10,233.84 / 100sqm floorspace	-	-	-	-
Streetscape & environment	\$315.84 / dwelling	\$1,588.27 / 100sqm floorspace	-	-	-	-
Parks	\$1,276.74 / dwelling	-	-	-	-	-
Community facilities	-	-	-	\$1,150 / dwelling	-	-

WHITTLESEA PLANNING SCHEME

Facility	LEVIES PAYABLE BY THE DEVELOPMENT					
	Development Infrastructure			Community infrastructure		
	Residential	Commercial	Industrial	Residential	Commercial	Industrial
Drainage	\$348.58 / dwelling	\$213.99 / 100sqm floorspace	-	-	-	-
TOTAL	\$3,976.23 per dwelling	\$12,036.10 per 100sqm floorspace	-	\$1,150 per dwelling	-	-

Facility	LEVIES PAYABLE BY THE DEVELOPMENT			
	All infrastructure			
	Residential	Commercial	Industrial	
Roads and Traffic management works	\$2,035.07 / dwelling	\$10,233.84 / 100sqm floorspace	-	
Streetscape & environment	\$315.84 / dwelling	\$1,588.27 / 100sqm floorspace	-	
Parks	\$1,276.74 / dwelling	-	-	
Community facilities	\$900 / dwelling	-	-	
Drainage	\$348.58 / dwelling	\$213.99 / 100sqm floorspace	-	
TOTAL	\$4,876.23 per dwelling	\$12,036.10 per 100sqm floorspace	-	

3.3
09/11/2017
GC75

Summary of contributions for DCP Charge Area 3

Facility	LEVIES PAYABLE BY THE DEVELOPMENT					
	Development Infrastructure			Community infrastructure		
	Residential	Commercial	Industrial	Residential	Commercial	Industrial
Roads and Traffic management works	\$1,107.67 / dwelling	\$5,570.20 / 100sqm floorspace	-	-	-	-
Streetscape & environment	\$315.84 / dwelling	\$1,588.27 / 100sqm floorspace	-	-	-	-
Parks	\$397.61 / dwelling	-	-	-	-	-
Community facilities	-	-	-	\$1,150 / dwelling	-	-

WHITTLESEA PLANNING SCHEME

Facility	LEVIES PAYABLE BY THE DEVELOPMENT					
	Development Infrastructure			Community infrastructure		
	Residential	Commercial	Industrial	Residential	Commercial	Industrial
Drainage	\$348.58 / dwelling	\$213.99 / 100sqm floorspace	-	-	-	-
TOTAL	\$2,169.70 per dwelling	\$7,372.46 per 100sqm floorspace	-	\$1,150 per dwelling	-	-

Facility	LEVIES PAYABLE BY THE DEVELOPMENT		
	All infrastructure		
	Residential	Commercial	Industrial
Roads and Traffic management works	\$1,107.67 / dwelling	\$5,570.20 / 100sqm floorspace	-
Streetscape & environment	\$315.84 / dwelling	\$1,588.27 / 100sqm floorspace	-
Parks	\$397.61 / dwelling	-	-
Community facilities	\$900 / dwelling	-	-
Drainage	\$348.58 / dwelling	\$213.99 / 100sqm floorspace	-
TOTAL	\$3,069.70 per dwelling	\$7,372.46 per 100sqm floorspace	-

3.4
09/11/2017
GC75

Summary of contributions for DCP Charge Area 4

Facility	LEVIES PAYABLE BY THE DEVELOPMENT					
	Development Infrastructure			Community infrastructure		
	Residential	Commercial	Industrial	Residential	Commercial	Industrial
Roads and Traffic management works	\$807.58 / dwelling	\$4,061.10 / 100sqm floorspace	-	-	-	-
Streetscape & environment	\$253.43 / dwelling	\$1,274.45 / 100sqm floorspace	-	-	-	-
Parks	\$1,096.62 / dwelling	-	-	-	-	-
Community facilities	-	-	-	\$1,150 / dwelling	-	-

WHITTLESEA PLANNING SCHEME

Facility	LEVIES PAYABLE BY THE DEVELOPMENT					
	Development Infrastructure			Community infrastructure		
	Residential	Commercial	Industrial	Residential	Commercial	Industrial
Drainage	\$348.58 / dwelling	\$213.99 / 100sqm floorspace	-	-	-	-
TOTAL	\$2,506.21 per dwelling	\$5,549.54 per 100sqm floorspace	-	\$1,150 per dwelling	-	-

Facility	LEVIES PAYABLE BY THE DEVELOPMENT		
	All infrastructure		
	Residential	Commercial	Industrial
Roads and Traffic management works	\$807.58 / dwelling	\$4,061.10 / 100sqm floorspace	-
Streetscape & environment	\$253.43 / dwelling	\$1,274.45 / 100sqm floorspace	-
Parks	\$1,096.62 / dwelling	-	-
Community facilities	\$900 / dwelling	-	-
Drainage	\$348.58 / dwelling	\$213.99 / 100sqm floorspace	-
TOTAL	\$3,406.21 per dwelling	\$5,549.54 per 100sqm floorspace	-

3.5
19/03/2015
C130

Summary of contributions for DCP Charge Area 5

Facility	LEVIES PAYABLE BY THE DEVELOPMENT					
	Development Infrastructure			Community infrastructure		
	Residential	Commercial	Industrial	Residential	Commercial	Industrial
Roads and Traffic management works	-	\$6,432.57 / 100sqm floorspace	\$1,176.19 / 100sqm floorspace	-	-	-
Streetscape & environment	-	\$415.88 / 100sqm floorspace	\$76.04 / 100sqm floorspace	-	-	-
Parks	-	-	-	-	-	-
Community facilities	-	-	-	-	-	-

WHITTLESEA PLANNING SCHEME

Facility	LEVIES PAYABLE BY THE DEVELOPMENT					
	Development Infrastructure			Community infrastructure		
	Residential	Commercial	Industrial	Residential	Commercial	Industrial
Drainage	-	\$213.99 / 100sqm floorspace	\$189.86 / 100sqm floorspace	-	-	-
TOTAL	-	\$7,062.44 per 100sqm floorspace	\$1,442.09 per 100sqm floorspace	-	-	-

Facility	LEVIES PAYABLE BY THE DEVELOPMENT		
	All infrastructure		
	Residential	Commercial	Industrial
Roads and Traffic management works	-	\$6,432.57 / 100sqm floorspace	\$1,176.19 / 100sqm floorspace
Streetscape & environment	-	\$415.88 / 100sqm floorspace	\$76.04 / 100sqm floorspace
Parks	-	-	-
Community facilities	-	-	-
Drainage	-	\$213.99 / 100sqm floorspace	\$189.86 / 100sqm floorspace
TOTAL	-	\$7,062.44 per 100sqm floorspace	\$1,442.09 per 100sqm floorspace

3.6
09/11/2017
GC75

Summary of contributions for DCP Charge Area 6

Facility	LEVIES PAYABLE BY THE DEVELOPMENT					
	Development Infrastructure			Community infrastructure		
	Residential	Commercial	Industrial	Residential	Commercial	Industrial
Roads and Traffic management works	\$807.58 / dwelling	\$4,061.10 / 100sqm floorspace	-	-	-	-
Streetscape & environment	\$253.43 / dwelling	\$1,274.45 / 100sqm floorspace	-	-	-	-
Parks	\$1,096.62 / dwelling	-	-	-	-	-
Community facilities	-	-	-	\$1,150 / dwelling	-	-
Drainage	\$348.58	\$213.99	-	-	-	-

WHITTLESEA PLANNING SCHEME

Facility	LEVIES PAYABLE BY THE DEVELOPMENT					
	Development Infrastructure			Community infrastructure		
	Residential	Commercial	Industrial	Residential	Commercial	Industrial
	/ dwelling	/ 100sqm floorspace				
TOTAL	\$2,506.21 per dwelling	\$5,549.54 per 100sqm floorspace	-	\$1,150 per dwelling	-	-

Facility	LEVIES PAYABLE BY THE DEVELOPMENT			
	All infrastructure			
	Residential	Commercial	Industrial	
Roads and Traffic management works	\$807.58 / dwelling	\$4,061.10 / 100sqm floorspace	-	
Streetscape & environment	\$253.43 / dwelling	\$1,274.45 / 100sqm floorspace	-	
Parks	\$1,096.62 / dwelling	-	-	
Community facilities	\$900 / dwelling	-	-	
Drainage	\$348.58 / dwelling	\$213.99 / 100sqm floorspace	-	
TOTAL	\$3,406.21 per dwelling	\$5,549.54 per 100sqm floorspace	-	

3.7
09/11/2017
GC75

Summary of contributions for DCP Charge Area 7

Facility	LEVIES PAYABLE BY THE DEVELOPMENT					
	Development Infrastructure			Community infrastructure		
	Residential	Commercial	Industrial	Residential	Commercial	Industrial
Roads and Traffic management works	\$1,395.71 / dwelling	\$7,018.69 / 100sqm floorspace	-	-	-	-
Streetscape & environment	\$253.43 / dwelling	\$1,274.45 / 100sqm floorspace	-	-	-	-
Parks	-	-	-	-	-	-
Community facilities	-	-	-	\$1,150 / dwelling	-	-
Drainage	\$879.90 / dwelling	\$540.14 / 100sqm floorspace	-	-	-	-

WHITTLESEA PLANNING SCHEME

Facility	LEVIES PAYABLE BY THE DEVELOPMENT					
	Development Infrastructure			Community infrastructure		
	Residential	Commercial	Industrial	Residential	Commercial	Industrial
TOTAL	\$2,529.04 per dwelling	\$8,833.29 per 100sqm floorspace	-	\$1,150 per dwelling	-	-

Facility	LEVIES PAYABLE BY THE DEVELOPMENT			
	All infrastructure			
	Residential	Commercial		Industrial
Roads and Traffic management works	\$1,395.71 / dwelling	\$7,018.69 / 100sqm floorspace		-
Streetscape & environment	\$253.43 / dwelling	\$1,274.45 / 100sqm floorspace		-
Parks	-	-		-
Community facilities	\$900 / dwelling	-		-
Drainage	\$879.90 / dwelling	\$540.14 / 100sqm floorspace		-
TOTAL	\$3,429.04 per dwelling	\$8,833.29 per 100sqm floorspace		-

3.8
09/11/2017
GC75

Summary of contributions for DCP Charge Area 8

Facility	LEVIES PAYABLE BY THE DEVELOPMENT					
	Development Infrastructure			Community infrastructure		
	Residential	Commercial	Industrial	Residential	Commercial	Industrial
Roads and Traffic management works	\$1,618.32 / dwelling	\$8,138.11 / 100sqm floorspace	-	-	-	-
Streetscape & environment	\$315.84 / dwelling	\$1,588.27 / 100sqm floorspace	-	-	-	-
Parks	\$1276.74 / dwelling	-	-	-	-	-
Community facilities	-	-	-	\$1,150 / dwelling	-	-
Drainage	\$531.31 / dwelling	\$326.16 / 100sqm floorspace	-	-	-	-

WHITTLESEA PLANNING SCHEME

Facility	LEVIES PAYABLE BY THE DEVELOPMENT					
	Development Infrastructure			Community infrastructure		
	Residential	Commercial	Industrial	Residential	Commercial	Industrial
TOTAL	\$3,742.21 per dwelling	\$10,052.54 per 100sqm floorspace	-	\$1,150 per dwelling	-	-

Facility	LEVIES PAYABLE BY THE DEVELOPMENT		
	All infrastructure		
	Residential	Commercial	Industrial
Roads and Traffic management works	\$1,618.32 / dwelling	\$8,138.11 / 100sqm floorspace	-
Streetscape & environment	\$315.84 / dwelling	\$1,588.27 / 100sqm floorspace	-
Parks	\$1276.74 / dwelling	-	-
Community facilities	\$900 / dwelling	-	-
Drainage	\$531.31 / dwelling	\$326.16 / 100sqm floorspace	-
TOTAL	\$4,642.21 per dwelling	\$10,052.54 per 100sqm floorspace	-

3.9
19/03/2015
C130

Summary of contributions for DCP Charge Area 9

Facility	LEVIES PAYABLE BY THE DEVELOPMENT					
	Development Infrastructure			Community infrastructure		
	Residential	Commercial	Industrial	Residential	Commercial	Industrial
Roads and Traffic management works	-	\$3,894.23 / 100sqm floorspace	\$712.05 / 100sqm floorspace	-	-	-
Streetscape & environment	-	\$1,274.45 / 100sqm floorspace	\$233.03 / 100sqm floorspace	-	-	-
Parks	-	-	-	-	-	-
Community facilities	-	-	-	-	-	-
Drainage	-	\$326.16 / 100sqm floorspace	\$289.39 / 100sqm floorspace	-	-	-

WHITTLESEA PLANNING SCHEME

Facility	LEVIES PAYABLE BY THE DEVELOPMENT					
	Development Infrastructure			Community infrastructure		
	Residential	Commercial	Industrial	Residential	Commercial	Industrial
TOTAL	-	\$5,494.84 per 100sqm floorspace	\$1,234.47 per 100sqm floorspace	-	-	-

Facility	LEVIES PAYABLE BY THE DEVELOPMENT		
	All infrastructure		
	Residential	Commercial	Industrial
Roads and Traffic management works	-	\$3,894.23 / 100sqm floorspace	\$712.05 / 100sqm floorspace
Streetscape & environment	-	\$1,282.33 / 100sqm floorspace	\$233.03 / 100sqm floorspace
Parks	-	-	-
Community facilities	-	-	-
Drainage	-	\$326.16 / 100sqm floorspace	\$289.39 / 100sqm floorspace
TOTAL	-	\$5,502.72 per 100sqm floorspace	\$1,234.47 per 100sqm floorspace

The Community Infrastructure Levy (CIL) payable under this Development Contributions Plan (DCP)

Section 46L of the *Planning and Environment Act 1987* sets the maximum CIL amount that can be collected under an approved DCP

If the maximum amount of the CIL which may be collected under an approved DCP is varied under section 46L of the *Planning and Environment Act 1987*, the collecting agency may adjust the amount of the CIL payable under this DCP in accordance with section 46L of the *Planning and Environment Act 1987*.

If the collecting agency adjusts the amount of the CIL payment under this DCP, the collecting agency will publish the adjusted amount of the CIL payable under this DCP on its website.

Land or development excluded from development contributions plan

The development of land for a small second dwelling is exempt from the requirement to pay a development infrastructure levy and a community infrastructure levy.

Development in a Public Use Zone that is associated with a use described in the table to Clause 36.01-6 which corresponds to the notation on the planning scheme map is excluded from the Epping Central Development Contributions Plan, provided it is carried out by or on behalf of the public land manager.

Development in a Public Park and Recreation Zone that is associated with a use conducted by or on behalf of a public land manager or Parks Victoria under the relevant provisions of the Local Government Act 1989, the Reference Areas Act 1978, the National Parks Act 1975, the Fisheries Act 1995, the Wildlife Act 1975, the Forest Act 1958, the Water Industry Act 1994, the Water Act 1989, the Marine Act 1988, the Port of Melbourne Authority Act 1958, or the Crown Land (Reserves) Act 1978 is excluded from the Epping Central development contributions plan.

WHITTLESEA PLANNING SCHEME

Development of social housing undertaken by a registered Housing Association or government agency is excluded from the Epping Central development contributions plan.

A development contribution is not payable where the buildings or works comprise the re-development of an existing building and the redevelopment does not add any additional demand unit(s) to the land.

Note: This schedule sets out a summary of the costs and contributions prescribed in the Development Contributions Plan. Refer to the incorporated Epping Central Development Contributions Plan for full details.

INFORMATION ONLY

Date of issue
30/05/2025

Assessment No.
1026335

Certificate No.
172515

Your reference
GT:MM:87282

Zenith Lawyers
PO Box 2024
MOUNTAIN GATE VIC 3156

Land information certificate for the rating year ending 30 June 2025

Property location: 7 McCarty Avenue EPPING 3076

Description: LOT: 3 PS: 804848E

AVPCC: 120.4 Townhouse

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2024	1 July 2024	\$470,000	\$240,000	\$23,500

The Net Annual Value is used for rating purposes. The Capital Improved Value is used for fire levy purposes.

1. Rates, charges and other monies:

Rates and charges were declared with effect from 1 July 2024 and are payable by quarterly instalments due 30 Sep. (1st), 30 Nov. (2nd), 28 Feb. (3rd) and 31 May (4th) or in a lump sum by 15 Feb.

Rates & charges

General rate levied on 01/07/2024	\$1,100.64
Fire services charge (Res) levied on 01/07/2024	\$132.00
Fire services levy (Res) levied on 01/07/2024	\$40.89
Waste Service Charge (Res/Rural) levied on 01/07/2024	\$205.70
Waste Landfill Levy Res/Rural levied on 01/07/2024	\$14.20
Arrears to 30/06/2024	\$0.00
Interest to 30/05/2025	\$0.00
Other adjustments	\$0.00
Less Concessions	\$0.00
Sustainable land management rebate	\$0.00
Payments	-\$1,120.43
Balance of rates & charges due:	\$373.00

Property debts

Other debtor amounts

Special rates & charges

nil

Total rates, charges and other monies due **\$373.00**

Verbal updates may be obtained within 3 months of the date of issue by calling (03) 9217 2170.

Council Offices

25 Ferres Boulevard, South Morang VIC 3752

Mail to: Locked Bag 1, Bundoora MDC VIC 3083

Phone: 9217 2170

National Relay Service: 133 677 (ask for 9217 2170)

Email: info@whittlesea.vic.gov.au

Free telephone interpreter service

   **131 450**

2. Outstanding or potential liability / sub-divisional requirement:

There is no potential liability for rates under the Cultural and Recreational Lands Act 1963.

There is no outstanding amount required to be paid for recreational purposes or any transfer of land required to Council for recreational purposes under section 18 of the Subdivision Act 1988.

3. Notices and orders:

The following notices and orders on the land have continuing application under the *Local Government Act 2020*, *Local Government Act 1989* or under a local law of the Council:

No Orders applicable.

4. Specified flood level:

There is no specified flood level within the meaning of Regulation 802(2) of the Building Regulations 2006.

5. Special notes:

The purchaser must pay all rates and charges outstanding, immediately upon settlement. Payments shown on this certificate are subject to clearance by the bank.

Interest penalty on late payments

Overdue amounts will be charged penalty interest as fixed under the *Penalty Interest Rates Act 1983*. It will be applied after the due date of an instalment. For lump sum payers intending to pay by 15 February, interest penalty will be applied after the due date of the lump sum, but calculated on each of the instalment amounts that are overdue from the day after their due dates. In all cases interest penalty will continue to accrue until all amounts are paid in full.

6. Other information:



Authorising Officer

This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the *Local Government Act 2020*, the *Local Government Act 1989*, the *Local Government Act 1958* or under a local law of the Council.

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

Payment can be made using these options.



www.whittlesea.vic.gov.au
Ref 1026335



Phone 1300 301 185
Ref 1026335



Billers Code 5157
Ref 1026335

27th May 2025

Michelle Mudge
Zenith Lawyers & Consultants

Dear Michelle Mudge ,

RE: Application for Water Information Statement

Property Address:	7 MCCARTY AVENUE EPPING 3076
Applicant	Michelle Mudge Zenith Lawyers & Consultants
Information Statement	30943671
Conveyancing Account Number	9299580000
Your Reference	87282

Thank you for your recent application for a Water Information Statement (WIS). We are pleased to provide you the WIS for the above property address. This statement includes:

- Yarra Valley Water Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Rates Certificate

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address propertyflow@yvw.com.au. For further information you can also refer to the Yarra Valley Water website at www.yvw.com.au.

Yours sincerely,



Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	7 MCCARTY AVENUE EPPING 3076
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

This Property is a part of a development that is serviced by private water and/or sewer infrastructure. This infrastructure (or pipeline) is known as a private extension and may extend some distance in length from your property before connecting to Yarra Valley Water infrastructure. Any maintenance or supply issues associated with the private extension are the responsibility of the property owners. Yarra Valley Water is responsible for maintaining the water service from the water main up to and including the development main meter or manifold, and the sewer service from the sewer main up to the sewer branch including the inspection shaft /27 A.

Where the property is serviced through a private fire service the property owner is fully responsible for the maintenance of this service including the isolating valve connected to our water main.

Yarra Valley Water does not guarantee the continuity of service or supply, water quality or water pressure within the private extension.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

Melbourne Water Property Information Statement

Property Address	7 MCCARTY AVENUE EPPING 3076
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STATEMENT UNDER SECTION 158 WATER ACT 1989

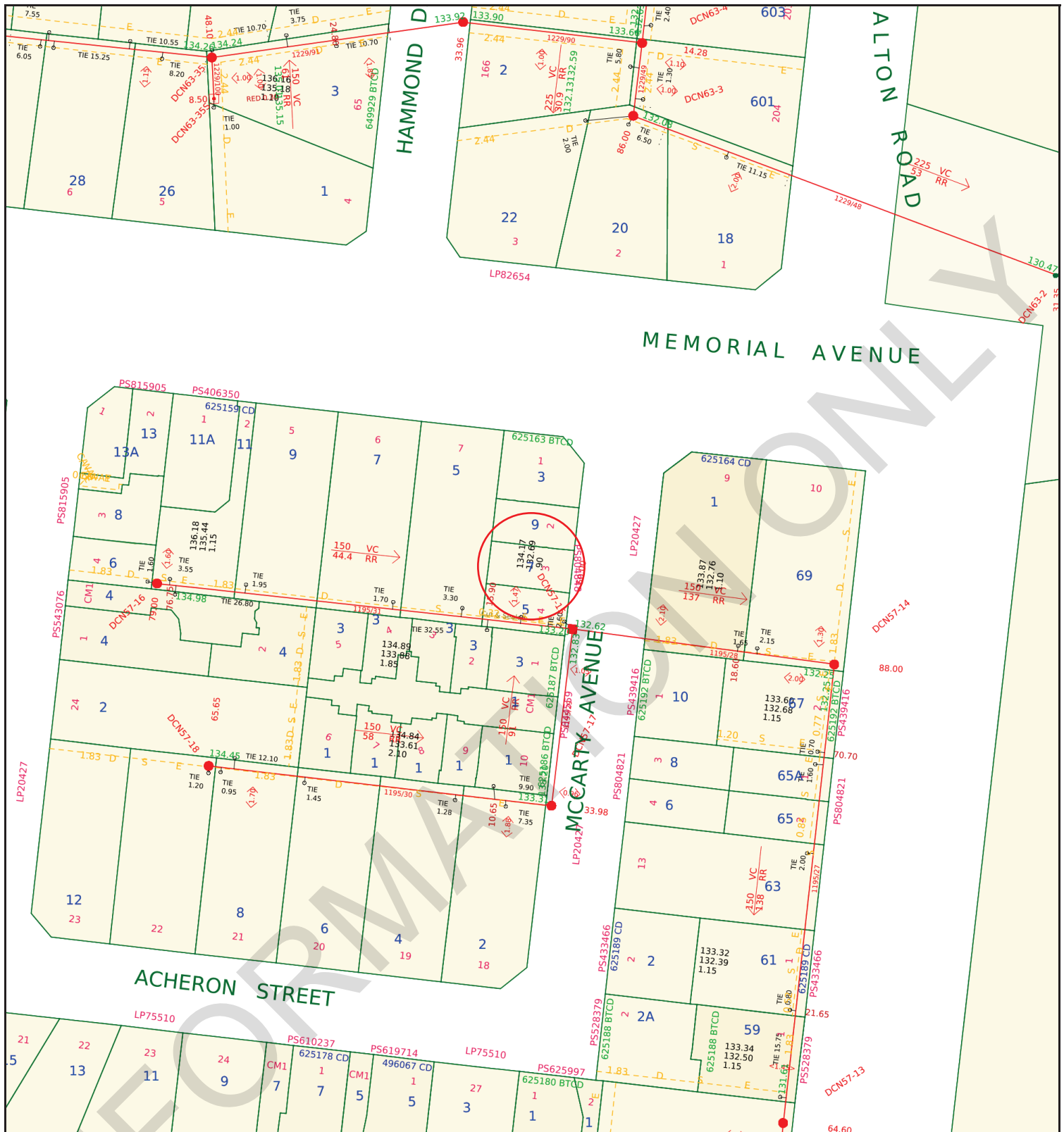
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

If you have any questions regarding Melbourne Water encumbrances or advisory information, please contact Melbourne Water on 9679 7517.



**Yarra Valley Water
Information Statement
Number: 30943671**

Address	7 MCCARTY AVENUE EPPING 3076
Date	27/05/2025
Scale	1:1000



Yarra Valley Water
ABN 93 066 902 501

Existing Title	Access Point Number	GLV2-42	MW Drainage Channel Centreline	
Proposed Title	Sewer Manhole		MW Drainage Underground Centreline	
Easement	Sewer Pipe Flow		MW Drainage Manhole	
Existing Sewer	Sewer Offset		MW Drainage Natural Waterway	
Abandoned Sewer	Sewer Branch			

Disclaimer: This information is supplied on the basis Yarra Valley Water Ltd:
 - Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets;
 - Does not accept any liability for loss or damage of any nature, suffered or incurred by the recipient or any other persons relying on this information;
 - Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly;

Michelle Mudge
Zenith Lawyers & Consultants
michelle@zenlaw.com.au

RATES CERTIFICATE

Account No: 6877655748
Rate Certificate No: 30943671

Date of Issue: 27/05/2025
Your Ref: 87282

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
7 MCCARTY AVE, EPPING VIC 3076	3\PS804848	5151018	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-04-2025 to 30-06-2025	\$20.64	\$0.00
Residential Sewer Service Charge	01-04-2025 to 30-06-2025	\$118.19	\$0.00
Parks Fee	01-04-2025 to 30-06-2025	\$21.74	\$0.00
Drainage Fee	01-04-2025 to 30-06-2025	\$30.44	\$4.92

Usage Charges are currently billed to a tenant under the Residential Tenancy Act

Other Charges:	
Interest	No interest applicable at this time
No further charges applicable to this property	
Balance Brought Forward	\$0.00
Total for This Property	\$4.92



GENERAL MANAGER
RETAIL SERVICES

Note:

- From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
- From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
- This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
- All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.

5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2024, Residential Water Usage is billed using the following step pricing system: 256.31 cents per kilolitre for the first 44 kilolitres; 327.60 cents per kilolitre for 44-88 kilolitres and 485.34 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2024, Residential Water and Sewer Usage is billed using the following step pricing system: 343.42 cents per kilolitre for the first 44 kilolitres; 450.59 cents per kilolitre for 44-88 kilolitres and 523.50 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2024, Residential Recycled Water Usage is billed 192.59 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

Property No: 5151018

Address: 7 MCCARTY AVE, EPPING VIC 3076

Water Information Statement Number: 30943671

HOW TO PAY



Billers Code: 314567
Ref: 68776557480

Amount
Paid

Date
Paid

Receipt
Number

Property Clearance Certificate

Land Tax



ZENITH LAWYERS & CONSULTANTS

Your Reference:	87282
Certificate No:	91202100
Issue Date:	28 MAY 2025
Enquiries:	ESYSPROD

Land Address: 7 MCCARTY AVENUE EPPING VIC 3076

Land Id	Lot	Plan	Volume	Folio	Tax Payable
44908357	3	804848	11978	614	\$975.00

Vendor: ASAD AMIN
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total	
MR ASAD AMIN	2025	\$240,000	\$975.00	\$0.00	\$975.00


Comments: Land Tax will be payable but is not yet due - please see notes on reverse.

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

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.


Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$470,000
SITE VALUE (SV):	\$240,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$975.00

Notes to Certificate - Land Tax

Certificate No: 91202100

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$975.00

Taxable Value = \$240,000

Calculated as \$975 plus (\$240,000 - \$100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$4,700.00

Taxable Value = \$470,000

Calculated as \$470,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 91202100

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 91202100

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



ZENITH LAWYERS & CONSULTANTS

Your Reference:	87282
Certificate No:	91202100
Issue Date:	28 MAY 2025
Enquires:	ESYSPROD

Land Address: 7 MCCARTY AVENUE EPPING VIC 3076

Land Id	Lot	Plan	Volume	Folio	Tax Payable
44908357	3	804848	11978	614	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
121.4	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$470,000
SITE VALUE:	\$240,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 91202100

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



ZENITH LAWYERS & CONSULTANTS

Your Reference:	87282
Certificate No:	91202100
Issue Date:	28 MAY 2025

Land Address: 7 MCCARTY AVENUE EPPING VIC 3076

Lot	Plan	Volume	Folio
3	804848	11978	614

Vendor: ASAD AMIN

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:

\$0.00

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 91202100

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY



Billers Code: 416073
Ref: 91202101

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 91202101

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.

OWNERS CORPORATION CERTIFICATE

Owners Corporation Act 2006 Section 151, Owners Corporations Regulations 2018 Regulation 16

Owners Corporation No PS804848E
Address: 7 McCarty Avenue, Epping 3076

This certificate is issued for	Lot 3 on Plan of Subdivision No: PS804848E
Postal address is	7 McCarty Avenue Epping 3076
Applicant for the certificate is	ZENITH LAWYERS & CONSULTANTS
Address for delivery of certificate is:	Suite 524, 44 Lakeview Drive (Waterman Caribbean Park) Scoresby 3179
Date that the application was received:	4 June 2025

IMPORTANT:

The information in this certificate is issued on: **4 June 2025**


You can inspect the owners corporation's register for additional information and you should obtain a new certificate for current information prior to settlement.

1.	The current annual fees for the lot *per quarter or *annually (strike out if not applicable) are: N/A
2.	The date which the fees for the lot have been paid up to is – N/A
3.	The total of any unpaid fees or charges for the lot are – N/A
4.	The special fees or levies which have been struck, and the dates on which they were struck and are payable are - N/A
5.	The repairs, maintenance or other work which has been or is about to be performed which may incur additional charges not included in annual fees, maintenance fund or special fees as set out above: N/A
6.	The owners corporation has the following insurance cover: None.
7.	Has the owners corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so then provide the date of that resolution - N/A because it is exempt from insurance as it is a limited Owners Corporation that applies to shared services only.
8.	The total funds held by the owners corporation – N/A
9.	Are there any liabilities of the owners corporation that are not covered by annual fees, special levies and repairs and maintenance as set out above? If so, provide details: N/A.

10.	Are there any current contracts, leases, licences or agreements affecting the common property? If so, provide details - N/A
11.	Are there any current agreements to provide services to lot owners, occupiers or the public? If so, provide details - N/A
12.	Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied? If so, provide details - N/A
13.	Are there any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings? If so, provide details - N/A
14.	Has the owners corporation appointed or resolved to appoint a manager? If so, provide details - No.
15.	Has an administrator has been appointed for the owners corporation, or has there been a proposal for the appointment of an administrator? No.
16.	A copy of the minutes of the most recent annual general meeting of the owners corporation. N/A
17.	Documents required to be attached to the owners corporation certificate are: <ul style="list-style-type: none"> • A copy of all resolutions made at the last annual general meeting – N/A • A copy of the consolidated rules registered at Land Victoria – Model rules apply to this Lot. • A copy of Schedule 3 of the Owners corporations Regulations 2018 entitled “Statement of advice and information for prospective purchasers and lot owners”
18.	NOTE: More information can be obtained by an inspection of the owners corporation register. Please make your request to inspect the owners corporation register in writing to: N/A

DATED the 6th day of June 2025.

This owners corporation certificate was prepared by:

Postal address	19 Lichen Way EPPING VIC 3076
(signature)	
(Print name)	Asad Amin
as delegate of the owners corporation	Owner of Lot 3

INFORMATION ONLY

Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

What is an owners corporation?

The lot you are considering buying is part of an owners corporation. Whenever a plan of subdivision creates common property, an owners corporation is responsible for managing the common property. A purchaser of a lot that is part of an owners corporation automatically becomes a member of the owners corporation when the transfer of that lot to the purchaser has been registered with Land Victoria.

If you buy into an owners corporation, you will be purchasing not only the individual property, but also ownership of, and the right to use, the common property as set out in the plan of subdivision. This common property may include driveways, stairs, paths, passages, lifts, lobbies, common garden areas and other facilities set up for use by owners and occupiers. In order to identify the boundary between the individual lot you are purchasing (for which the owner is solely responsible) and the common property (for which all members of the owners corporation are responsible), you should closely inspect the plan of subdivision.

How are decisions made by an owners corporation?

As an owner, you will be required to make financial contributions to the owners corporation, in particular for the repair, maintenance and management of the common property. Decisions as to the management of this common property will be the subject of collective decision making. Decisions as to these financial contributions, which may involve significant expenditure, will be decided by a vote.

Owners corporation rules

The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures.

You should look at the owners corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay.

Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

If you are interested in finding out more about living in an owners corporation, you can contact Consumer Affairs Victoria. If you require further information about the particular owners corporation you are buying into you can inspect that owners corporation's information register.

Management of an owners corporation

An owners corporation may be self-managed by the lot owners or professionally managed by an owners corporation manager. If an owners corporation chooses to appoint a professional manager, it must be a manager registered with the Business Licensing Authority (BLA).

If you are uncertain about any aspect of the owners corporation or the documents you have received from the owners corporation, you should seek expert advice.

MODEL RULES FOR AN OWNERS CORPORATION

1. Health, safety and security

1.1 Health, safety and security of lot owners, occupiers of lots and others

A lot owner or occupier must not use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.

1.2 Storage of flammable liquids and other dangerous substances and materials

1. Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.
2. This rule does not apply to -
 - (a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
 - (b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.

2. Committees and sub-committees

2.1 Functions, powers and reporting of committees and sub-committees

A committee may appoint members to a sub committee without reference to the owners corporation.

3. Management and administration

3.1 Metering of services and apportionment of costs of services

1. The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.
2. If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.
3. Subrule (2) does not apply if the concession or rebate -
 - (a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
 - (b) is paid directly to the lot owner or occupier as a refund.

4. Use of common property

4.1 Use of common property

1. An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
2. An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.
3. An approval under subrule (2) may state a period for which the approval is granted.
4. If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
5. An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
6. Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

4.2 Vehicles and parking on common property

An owner or occupier of a lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle—

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- (b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or

- (c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

4.3 **Damage to common property**

1. An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
2. An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
3. An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
4. An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
5. The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5. **Lots**

5.1 **Change of use of lots**

An owner or occupier of a lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the owners corporation.

Example

If the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes.

5.2 **External appearance of lots**

1. An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
2. An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

5.3 **Requiring notice to the owners corporation of renovations to lots**

An owner or occupier of a lot must notify the owners corporation when undertaking any renovations or other works that may affect the common property and/or other lot owners' or occupiers' enjoyment of the common property.

6. **Behaviour of persons**

6.1 **Behaviour of owners, occupiers and invitees on common property**

An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

6.2 **Noise and other nuisance control**

1. An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.
2. Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

7. **Dispute resolution**

1. The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
2. The party making the complaint must prepare a written statement in the approved form.
3. If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
4. If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
5. The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.

6. A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
7. If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her right to take further action under Part 10 of the Owners Corporations Act 2006.
8. This process is separate from and does not limit any further action under Part 10 of the Owners Corporations Act 2006.

INFORMATION ONLY

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Zenith Lawyers C/- InfoTrack (LEAP)
135 King St
SYDNEY 2000
AUSTRALIA

Client Reference: 24503

NO PROPOSALS. As at the 27th May 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

7 MCCARTY AVENUE, EPPING 3076
CITY OF WHITTLESEA

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

Date of issue: 27th May 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 76898845 - 76898845120339 '24503'

Harcourts Rata & Co

219 High Street,
Thomastown, VIC 3074

P: 03 9465 7766

E: info@rataandco.com.au

ABN: 70162949588

Harcourts
Rata & Co

Residential Rental Agreement

for

7 McCarty Avenue, Epping VIC 3076

This agreement is between **Asad Amin**
and **Julie Bannoud, George Trkeeh**.

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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

Wed 25/01/2023

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

7 McCarty Avenue, Epping VIC

Postcode 3076

3. Rental provider details

Full name or company name of rental provider

Asad Amin

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

Harcourts Rata & Co

Address

219 High Street, Thomastown, VIC

Postcode 3074

Phone number

03 9465 7766

ACN (if applicable)

Email address

melissa.d@rataandco.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:

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.

6. Rent

Rent amount(\$)
(payable in advance)

To be paid per week fortnight calendar month

Day rent is to be paid (e.g. each
Thursday or the 11th of each
month)

Date first rent payment due

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, or call the RTBA on 1300 13 71 64

Rental bond amount(\$)

Date bond payment due

Part B – Standard terms

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)

BILLER CODE: 4481
BPAY REF: 48502017

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

Melissa Di Blasio: melissa.d@rataandco.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

Julie Bannoud: juliebannoud93@gmail.com

No

Renter 2 Yes

George Trkeeh: georgetrkeeh92@gmail.com

No

Renter 3 Yes

No

Renter 4 Yes

No

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

Melissa Di Blasio

Emergency phone number

0408 901 536

Emergency email address

melissa.d@rataandco.com.au

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.

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

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

Part C – Safety related activities

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.

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.
-

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.

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.

INFORMATION ONLY

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.

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.

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.

32. Damage to the Premises

The Renter must ensure that care is taken to avoid damaging the rented Premises.

The renter must take reasonable care to avoid damaging any common areas.

The Renter who becomes aware of damage to the rented Premises must give notice to the Rental provider of any damage to the Premises as soon as practicable.

33. Cleanliness of the Premises

33.1 The Renter must keep the Premises in a reasonably clean condition during the period of the Agreement.

34. Agent is First Point of Contact

34.1 The Renter acknowledges that it is not permitted to contact the Rental provider directly unless expressly authorised in writing. For the avoidance of doubt, the Renter acknowledges that where the Rental provider's consent is required to be obtained under this Agreement, the Renter is to direct such request for the Rental provider's consent to the Agent in writing. The Renter is to direct all queries or complaints to the Agent directly.

35. Water Consumption & Utilities

35.1 The Renter is responsible for all water usage charges where the property is separately metered. It is the Renter's obligation to establish the water usage account with the relevant body prior to taking occupation of the premises.

35.2 If a service is disconnected or damaged:

- a. due to the fault of the Rental provider, Agent or Rental provider's contractor, the Rental provider or Agent will have the service re-connected or repaired; or
- b. due to the fault of the Renter, or a person the Renter has on the Premises, the Renter must have the service re-connected or repaired at its cost.

35.3 If the Renter disconnects a service or changes the supplier of it, the Renter must pay the cost of having the service disconnected, another service connected or both. If the Premises is separately metered for utility services, the Renter must pay all charges in respect of the re-connection and consumption of water, gas, electricity and telephone.

35.4 The connection of an existing and/or new phone line, internet connection and/or connection of any cable television, antenna or dish or adding additional power outlets, phone sockets or antenna points will require the Rental provider's prior approval and will be at the Renter's cost.

36. Condition Report

36.1 If the Renter has not physically viewed the Premises, the Renter acknowledges that it has had a representative view the Premises on their behalf and agrees to accept the Premises as is.

36.2 The Renter acknowledges that before it took occupation of the Premises, it received from the Rental provider or Agent:

- a. An electronic copy of the condition report signed by the Rental provider or Agent.
- b. a written guide authorised and published by the Victorian Government entitled 'Renting a home: A guide for renters'; and
- c. a copy of this tenancy Agreement.

36.3 the Renter acknowledges that the condition report must be signed and returned to the Agent within 5 business days after taking possession of the Premises. If the condition report is not returned, the copy held by the Agent will be accepted as conclusive evidence of the state of repair or general condition of the Premises, as at the commencement of this Lease.

36.4 If the Renter is entering into a renewed Lease agreement, the original condition report will remain as true and correct.

37. Rental provider's Insurance and Renter's Contents Insurance

37.1 The Renter shall not do or allow anything to be done which would invalidate any insurance policy on the Premises or increase the premium and the Renter shall pay the Rental provider all increased premiums and all other expenses incurred as a consequence of any breach of this term.

37.2 The Renter agrees to pay the Rental provider any excess amount or additional premium charged by the Rental provider's insurance company (to the extent the Rental provider elects to have this insurance in place and use it for the Renter's responsible damage), as a result of any damage caused by the Renter, or by anyone on the Premises with the consent of the Renter.

37.3 The Rental provider's insurance policy covers only the building plus any fixtures and fittings at their option and not the Renter's contents. The Rental provider accepts no responsibility for stolen, misplaced or damaged personal belonging kept inside or outside the rented Premises whatsoever, including but not limited to items stored in vehicles in common car parking areas or storage cages. It is strongly recommended that the Renter obtains adequate insurance coverage for its possessions.

38. Reporting Defects

38.1 If the Renter becomes aware of a defect at the Premises that may injure someone or cause damage or which may otherwise give rise to a liability, it must notify the Agent as soon as possible and within 24 hours of becoming aware of such defect.

38.2 If the Renter becomes aware of any blockage of the drainage, septic or sewerage it must notify the Agent within 24 hours. If the Renter or anyone it allowed onto the Premises, caused a blockage or defect, the Renter will be responsible to pay to the Rental provider the reasonable expenses incurred in having the defect rectified.

39. Inspections

39.1 The Renter acknowledges and understands that after being in possession of the Premises for three months, a routine inspection will be conducted. Thereafter, routine inspections can be conducted every 6 months throughout the duration of the tenancy.

39.2 The Renter acknowledges and agrees that the Agent may conduct regular routine inspections with or without the presence of the Renter upon giving the Renter a minimum of 7 days' written notice.

40. Disclosure of information

40.1 The Renter authorises the Agent to disclose details of its credit worthiness, to the Renter's personal referees, employer, any record, listing or database of defaults by renters to the owner or agent of any future residence.

40.2 If the Renter defaults under this Agreement, the agent may disclose details of any such default to any person whom the agent reasonably considers has an interest receiving such information.

41. Employment Details

30.1 The Renter agrees to notify the agent of any change of employment to that set out in the original Tenancy Application.

42. Permitted Use

42.1 The Renter must use the Premises for the permitted use, which is as the Renter's place of residence. The Renter must not use the Premises for any other purpose without first obtaining the Rental provider's consent in writing, by sending a written request to the Agent.

42.2 The Renter shall not do or allow to be done anything that will cause the shared service facilities (if any) to become obstructed, untidy, damaged, or used for any purpose other than for which they are intended.

42.3 Any fines, infringements and penalty notices pertaining to the Premises, will be the responsibility of the Renter and the Renter agrees to deduct, from any monies paid to the Agent, the full amount of such fines or infringement, even if that would cause the Renter to then become in arrears.

43. Urgent and Non-Urgent Repairs

43.1 The Renter acknowledges that all non-urgent repairs and maintenance requests must be submitted in writing to the Agent via email to the contact details specified in Item 3 in the Schedule or to the nominated Agent's Representative.

43.2 The Renter agrees to immediately notify the Agent of any URGENT repairs, as per the contact details specified in Item 3. The Renter agrees to take all reasonable measures to get in contact with the Agent.

43.3 The Rental provider and the Renter acknowledge that the Agent is entitled to authorise urgent repairs to the maximum amount written under Urgent Repairs of Part D. The Rental provider will be contacted for approval for all urgent repairs prior to proceeding.

43.4 The Renter acknowledges that if a contractor is called out to the Premises with no repair required, then the Renter may be liable for payment of the invoice issued by the contractor.

44. Garden and Parking

44.1 The Renter agrees to maintain the garden and lawn unless agreed otherwise in writing. This includes weeding garden beds, pruning and maintenance of plants and bushes, mowing and edging of lawns and removal of any debris and leaves and generally keeping it neat and tidy.

44.2 The Renter must water the garden and lawn in accordance with the water restrictions. If there is an automatic watering system in place, the Renter must notify the Agent if there are any concerns with regards to the operation of the system. It is the renter's responsibility to keep all plants and lawns alive.

44.3 The Renter must park vehicles in the designated area. The Renter must not park on grass or garden areas, if it does then the Renter will be liable to fix any damage caused to the grass and grounds.

44.4 The Renter will be liable for any fine that is received due to the lack of upkeep of the Premises that have been issued by the local council or Owners Corporation in relation to garden maintenance, illegally parked vehicles, rubbish and the like.

45. Light Globes and Pilot Lights

45.1 The Renter must replace at the Renter's expense, all light tubes and globes to the Premises which become defective during the Term of the tenancy unless the defect is proven to be caused by faulty wiring.

45.2 The Renter is responsible for checking and relighting the pilot lights on all gas appliances such as gas hot water systems, gas heating units and gas ovens, before reporting faults to the Agent. If a tradesperson is sent by the Agent on behalf of the Rental provider to relight a pilot light where this is the only issue the Renter will be liable for all costs.

46. Pets

46.1 The Renter is prohibited from keeping any animal or pet of any description on the Premises without the completion of the Pet Request form. The renter provider has 14 days to make a decision. If they don't agree, the rental provider will apply to VCAT. The renter can't keep a pet while VCAT is making a decision.

46.2 If the Rental provider consents to the Renter keeping a pet on the Premises, the Renter hereby acknowledges and agrees to accept full responsibility for any damage or complaints resulting from keeping a pet at the Premises and further agrees to pay any and all expenses arising from any repairs or replacements to goods and fixtures.

46.3 Should a pet cause any damage including but not limited to urinating on the floors, or damages to the interior fixtures or fittings or surroundings area of the Premises, the Renter must report any damage caused to the Premises to the Agent within 7 days and the Renter agrees to rectify the damage or replace the flooring as soon as possible at the Renter's expense.

46.4 Should a pet cause any damage including but not limited to urinating on the floors, or damages to the interior fixtures or fittings or surroundings area of the Premises, the Renter must report any damage caused to the Premises to the Agent within 7 days and the Renter agrees to rectify the damage or replace the flooring as soon as possible at the Renter's expense.

47. Rubbish and hanging clothes

47.1 The Renter must store all rubbish and waste in a proper rubbish receptacle with a close-fitting lid, to be kept only in the place provided. The Renter must have rubbish and waste regularly removed in accordance with the municipality's rubbish and waste removal timetables.

47.2 The Renter must only hang clothes outside the Premises where provision for the hanging of clothes has been provided.

48. Inflammable Liquids Not Permitted

48.1 Except as allowed by this by this item 48, the Renter must not bring onto, or store, inflammable liquids, gases or automotive or machinery oils or lubricants at the Premises, including but not limited to motor fuels, kerosene and bottled gasses.

48.2 Apart from kerosene which the Renter must not have at the Premises, the Renter is entitled to keep small quantities of inflammable liquids, gases or automotive or machinery oils and lubricants it requires for purely routine minor maintenance, domestic or house-hold use or to maintain the garden at the Premises.

49. Vehicle/boat servicing or Repairs not to be carried out

49.1 For the purposes of this item 49, routine minor maintenance is limited to cleaning, checking and adjusting tyre pressures and checking the oil, coolant and the levels of other fluids and the general condition of the vehicle or boat. It does not include carrying out lubrication, oil changing, replacing tyres or a battery or periodic, or other, servicing whether in accordance with manufacturers recommendations or not or repairs of any sort.

49.2 The Renter agrees not to carry out any mechanical repairs or spray painting of any motor vehicles, boats or motor cycles in or around the Premises including common property.

49.3 The Renter also agrees to be fully responsible for the removal of any motor cycle, car or boat spare parts or bodies or any other equipment used and to fully reinstate the Premises or the land or common property on which it is situated to their original condition forthwith.

50. Smoke Alarms

50.1 The Renter acknowledges that the smoke detectors are operational at the commencement of this Lease. If the Renter becomes aware, or reasonably considers, a smoke detector at the Premises is not, or may not be, in proper working order the Renter must notify the Agent as soon as possible, and within 24 hours of becoming aware.

50.2 The Renter agrees to carry out tests from time to time to ensure the smoke detector is in working order. If a smoke detector appears to be faulty or does not make the required sound when tested, the Renter must immediately notify the Agent and confirm such advice in writing on the same day.

50.3 The Renter acknowledges and agrees that it must not remove a battery from a smoke detector. If a smoke detector makes a sound indicating the battery needs to be replaced, the Renter must change the battery and notify the Agent and confirm such advice in writing on the same day if any problem persists.

51. Swimming Pool/Spa

51.1 This item 51 applies if there is a swimming pool, spa or variation thereof at the Premises.

51.2 The Renter hereby agrees:

- a. to maintain the swimming pool/spa by using the equipment provided;
- b. to purchase at their own cost, the required chemicals to maintain the swimming pool/spa;
- c. to maintain the swimming pool/spa equipment provided in the condition in which it was received at the beginning of the tenancy;
- d. to ensure the swimming pool/spa area and surrounds are kept clear of obstacles, that the gate providing access to the swimming pool/spa/spa area is never propped open and that all children are under adult supervision at all times; and
- e. to inform the Agent in writing immediately should the safety barrier on the swimming pool/spa/spa area require maintenance or become unsafe.

51.3 The Renter acknowledges and agrees that if item 51.2 is not complied with, the Agent may serve a notice of breach on the Renter and the necessary notices thereafter if the Renter fails to remedy the breach

52. Locks & Keys

52.1 The Renter is permitted to change the locks including the barrels in all locks at the Premises, on the condition that the Renter provides duplicate keys to the Agent within 24 hours of changing the locks.

52.2 The Renter is permitted to change the code of an alarm at the Premises, on the condition that the Renter notifies the Agent in writing within 24 hours of the changed alarm code.

52.3 The Rental provider and Renter agree that the Agent is not legally obligated to hold or provide a duplicate key to the Premises. The Agent may request a copy of keys be provided at any time and the Renter is required to provide the key with a copy of a receipt for reimbursement.

52.4 The Renter acknowledges that it is responsible for the replacement of any lost keys, the provision of additional keys and any locksmith charges where keys are lost or mislaid.

52.5 The Renter acknowledges that whilst all due care has been taken by the Rental provider and the Agent to ensure that all keys held by previous occupiers of the Premises have been returned, to ensure total security it is the Rental provider's recommendation that the barrels to locks are changed by the Renter.

53. Blockages Caused by Misuse

53.1 The Renter must not flush anything into the drainage, septic, sewerage or storm water systems that may cause a blockage. The Renter shall pay the cost of clearing any pipe, drain toilet or sewage blockages belonging to the Premises caused by misuse by the Renter or their visitors.

54. Payment Of Rental

54.1 All rental payments are to be made on time and in full in the manner specified in Item 8 of the standard terms or otherwise instructed by the Agent in writing. No part payments will be accepted. The Renter acknowledges and agrees that payments made by cheque or money order are subject to a \$16.50 processing fee (inclusive of GST).

54.2 The Renter acknowledges and agrees that the Agent will pay all rental payments including any rental payment which is in advance to the Rental provider immediately after funds have cleared.

54.3 Any costs incurred by the Rental provider or Agent to retrieve rental arrears shall be reimbursed by the Renter. This includes charges of \$27.50 should a cheque or direct debit dishonour up to three times. Beyond three times \$55.00 will be charged (inclusive of GST).

55. Assignment, Sub-letting and Short Stay Accommodation

55.1 The Renter acknowledges that the persons named on this Agreement are those who will occupy the Premises during the term of the Agreement. Any change in occupant must be immediately notified to the Agent in writing in accordance with item 55.2.

55.2 The Renter acknowledges that a request of transfer of lease must be given to the Agent in writing and will be subject to Rental provider approval. If approved, the Renter agrees to reimburse the Rental provider for the costs and charges incurred in relation to the preparation of a written assignment of the Tenancy Agreement. The costs are \$220.00 (inclusive of GST) plus any Renter check fees (\$22.00 per new Renter), such fees are subject to change. A prospective renter must not move in or occupy the Premises without completing and submitting an application to the Agent for approval by the Rental provider.

55.3 For the purposes of item 55.2 to apply, at least one named Renter from the original Agreement must remain in occupation. If no original named Renter is to remain, all Renters must vacate. If this occurs during a fixed term, a lease break will occur.

55.4 The Renter must not grant a licence or part with occupation of the Premises, or a part of the Premises, to provide residential accommodation for a fee or other benefit, without, in each instance, obtaining the Rental provider's prior written consent, which, if given, may be subject to reasonable conditions.

55.5 The Renter's obligation to comply with section 64(2) of the Act, applies despite any consent given by the Rental provider under this item 55.

55.6 The Renter agrees that it will not act as a "Host" and advertise part or all of the property to be available for a guest to short term stay or use as holiday accommodation (including but not limited to AirBnB).

56. Fixed Term Lease Break

56.1 In the event that the Renter wishes to vacate the Premises prior to the Termination Date as specified in Item 5 in Part A, the Renter must supply a written notice of intention to break lease or vacate to the Agent (not an SMS message).

56.2 The Renter will be liable for and agrees to pay the following fees and charges as applicable:

- a. any advertising costs incurred including an internet marketing cost of \$355 (inclusive of GST);
- b. a break lease fee of 2.5 Weeks' Rental (inclusive of GST), applied pro-rata;
- c. a 'For Lease' board to be erected at a cost of \$99.00 (inclusive of GST);
- d. Residential Tenancy Database checks on each applicant at a cost of \$22 per applicant (inclusive of GST);
- e. all rent due from the time of vacating to the expiration of the fixed term lease OR until such time a replacement renter's lease begins.
- f. all advertising amounts including internet, boards and database checks are subject to change and will be advised at the time of the lease break.

56.3 The Renter agrees to continue to pay rent in accordance with the lease to the expiration of the fixed term lease OR until such time a replacement Renter commences its Lease (whichever comes first), and agrees to pay any shortfall due to the property being re-leased at a lower rate. The Rental provider agrees to mitigate the Renter's loss by taking reasonable steps to relet the Premises.

57. Advertising Boards and Access To The Premises

57.1 The Renter shall allow the Agent to put on the Premises a notice or notices 'To Let' or 'For Lease' during the last month of the term of this Agreement.

57.2 The Renter shall also allow the Agent to put on the Premises a notice or notices 'For Sale' or 'Auction' at any time during the Term of this Agreement and permit access to the Premises by the Agent to present the Premises to prospective purchasers or renters upon 48 hours' notice or by Agreement with the Renter.

58. Owners Corporation Rules (Where Applicable)

If there is an owners corporation for the Premises ("Owners Corporation"), the Rental provider agrees to attach a copy of the current rules of the Owners Corporation to this Agreement.

If item 58.1 applies, the Renter agrees to observe and be bound by the rules of the Owners Corporation and any rules amending or superseding them (as the case may be) in so far as they relate to or affect the use, occupation and enjoyment of the Premises and the common property provided that the Renter shall not be required to contribute costs of a capital nature or which would, except for the provision, be payable by the Rental provider. The Standard Rules of the Subdivision (Body Corporate) Regulations 2001, as amended, apply to all bodies corporate.

If item 58.1 applies, the Renter shall not do or allow to be done anything that will cause the shared service facilities to become obstructed, untidy, damaged or used for any purpose other than for which they are intended.

59. Condensation and Mould

59.1 The Renter must regularly ventilate the Premises including but not limited to keeping the exhaust fan on in all bathrooms and toilets, windows open in the kitchen when cooking, opening windows and doors to allow regular air flow and clean any condensation or mould from windows, window sills, ceilings and within reason keep the blinds up whenever possible to avoid condensation.

59.2 The renter further agrees to keep the bathroom door open and the exhaust fan on where possible and not allow steam to build up. Mould on the ceiling and walls can be easily wiped off with an anti-mould solutions which can be purchased at the supermarket.

59.3 The Renter acknowledges that any damage to the property caused by a failure to comply with this item 59 must be rectified professionally at the Renter's expense.

60. Pot Plants and Furniture Placement

60.1 The Renter must not place pot plants on any flooring within or outside the Premises without appropriate protection to avoid damage and staining to surfaces.

60.2 The Renter agrees to insert appropriate protection underneath any furniture to ensure the floors of the Premises (inside and outside) are not damaged.

60.3 The Renter hereby agrees that any damaged caused to any flooring due to the Renters failing to adhere to this item 60 will be rectified professionally at the Renter's expense.

61. Smoking

61.1 The Renter must not smoke inside the Premises. The Renter may smoke in uncovered areas outside the Premises. The Renter must place all cigarette waste in the appropriate receptacle.

61.2 If the Renter has not complied with item 61.1, in particular the Renter has been smoking inside, the Renter will be required to wash down walls, curtains and/or drapes to remove the remains of smoke or repaint walls, replace the curtains and drapes.

62. Redirection of Mail and Disconnection of Services

At the end of the tenancy, the Renter is solely responsible for disconnecting any utilities or services connected, as well as redirecting their mail. The Renter shall reimburse the Rental provider for any cost incurred by the Rental provider due to the Renter failing to adhere to this item 62.

63. Notice to Vacate

63.1 If the Renter wishes to vacate the Premises at the expiration of this Agreement, it must give the Agent written notice of the Renter's intention to vacate at least 28 days prior to the expiration of the Agreement. An SMS message is NOT acceptable.

63.2 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 Renter must give written notice of the Renter's intention to vacate the Premises specifying a termination date that is not earlier than 28 days after the day on which the Renter gives notice.

63.3 Notice under this item 63 must be provided to the Agent. If notice is provided by email it must be delivered by each named Renter listed on this Agreement. The 28 days to vacate will not be taken into account until the last named Renter's email or notice is received.

64. Expiry of Fixed Term Agreement

64.1 If the Renter remains in occupation of the Premises after the Termination Date of this Agreement and does not enter into a new fixed term Lease Agreement, the Agreement will revert to a periodic tenancy. The Renter acknowledges that 28 days' notice to vacate is still required and must be provided to the Agent and in accordance with item 63.

64.2 The Renter acknowledges the right of the Rental provider under the Act to issue a notice that will terminate the tenancy at the end of this fixed term Agreement.

65. Keys

The Renter must return all keys, security swipe passes/fobs and remote controls to the Agent's usual address. The Renter's obligation to pay rent continues until such time that all the keys, security swipes/fobs are returned to the Agent.

66. Cleaning Premises Upon Vacating

66.1 The Renter must:

- a. remove all possessions including but not limited to furniture, motor vehicles, equipment and rubbish from the Premises; and
- b. undertake a full clean of the Premises as in accordance with the any instructions provided by the Agent and as required under this agreement to reinstate the premises to the state at the commencement of this agreement. If the Renter is not able to undertake the full clean, they must immediately advise the Agent to arrange a professional cleaner to undertake the full clean. The cost of such cleaner will be payable by the Renter.

66.2 The Renter agrees to professionally steam clean all carpeted areas (if applicable) within the Premises at the termination of the tenancy and provide a receipt to the Agent for such activities upon vacating if this was done prior to the tenancy commencing.

66.3 If the Renter kept a pet at the Premises in accordance with item 46.1, in addition to the foregoing upon vacating the Premises the Renter must also:

- a. ensure all pet droppings are cleaned from the yard of the Premises; and
- b. have the Premises professionally fumigated and provide a receipt for such to the Agent. The fumigation is essential as fleas lie dormant until a property is re-occupied.

67. Bond Lodgement and Refund

67.1 The bond has been deposited in accordance with the requirements of the Act and RTBA.

67.2 The Renter acknowledges that pursuant to Section 428 of the Act, it shall not refuse to pay rent on the grounds that it intends to regard the bond or any part of the bond as rent paid by the Renter. The Renter acknowledges that failure to abide by this Section renders the Renter liable to a penalty.

68. General

68.1 The Renter shall comply with any Act, Regulation, Rule or direction of any Government, semi Government or statutory body.

68.2 The Renter acknowledges that no promises, representations, warranties or undertakings have been given by the Rental provider or Agent in relation to the suitability of the Premises for the Renter's purposes or in respect of the furnishings, fittings or appurtenances of the Premises otherwise than as provided herein.

68.3 No consent or waiver of any breach by the Renter of the Renter's obligations under the Act shall prevent the Rental provider from subsequently enforcing any of the provision of the Agreement.

68.4 The Renter acknowledges that any breach and compensation claim as a result of any breach may be listed to the National Tenancy Database and/or Equifax (if a VCAT order has been obtained) for the total amount declared by the Tribunal.

68.5 This Agreement may be amended only by an Agreement in writing signed by the Rental provider and the Renter.

69. General

69.1 The Residential Rental Rental provider (Landlord) and/or Residential Renter (Tenant) agree that their details may be forwarded to one or more of our affiliates including but not limited to Harcourts International, Harcourts Australia, Harcourts Victoria, their related entities or any other Harcourts Franchisees, Melbourne Real Estate Debt Collection, for the purposes of debt collection, ConnectNow or a similar company for the purposes of service connections, Water Utilities, Local council, Smoke Alarm Solutions or a similar company for the purposes of smoke alarm servicing and testing, Twenty2 maintenance (or similar company) for purposes of safety checks & maintenance, Melbourne Real Estate Conveyancing, any other supplier/maintenance company and/or any affiliate of Harcourts Rata & Co and Consumer Affairs Victoria, Real Estate Institute of Victoria or any other governing body.

Rental Standards

1. Are there deadlocks to all Entry doors?

A. If no, could one be fitted?

B. Can the locking device be operated by a key from the outside; and may be unlocked from the inside with or without a key?

2. Is a vermin-proof rubbish bin supplied?

A. Is a vermin-proof recycle bin supplied?

B. Are the supplied bins provided by or are compatible with local council collection?

3. Are the toilets connected to an appropriate sewerage or wastewater treatment system?

A. Are the toilets situated in a suitable housing/room?

4. Is there a washbasin, shower or bath with hot and cold water?

- A. Is there a 3 Star rated showerhead fitted?
5. Is there a dedicated area for cooking and food preparation?
- A. Is the sink in good working order and is connected to hot and cold water?
- B. Is the cooktop in good working order and has 2 or more burners?
- C. Is the oven in good working order - if fitted?
6. Are laundry facilities present in the rented premises?
- A. Are the laundry facilities connected to a reasonable supply of hot and cold water?
7. Is there any visual evidence that the property may be structurally unsound or not weatherproof?
8. Is there any visual evidence of mould or damp caused by or related to the building structure?
9. Does the property have a safety switch / RCD?
10. Do all bedrooms have curtains or blinds that can be opened/closed, block light and give privacy?
- A. Do all living rooms have curtains or blinds that can be opened or closed, block light and give privacy?
11. Can all external windows in the rented premises that are capable of opening be set in a closed or open position?
- A. Do all external windows in the rented premises which are capable of opening have a functioning latch to secure the windows against external entry?
12. Do the interior rooms, corridors and hallways of the rented premises have access to light, whether natural or artificial, which provides a level of illuminance appropriate to the function or use of those rooms?
13. Does each habitable room, bathroom, shower room, toilet and laundry appear to have satisfactory ventilation?
14. Is there a working heater in the main living area of the premises?

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

AGL

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

Organised

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

Safety checks planned.

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. Julie Bannoud viewed and acknowledged at Mon, 23/01/2023 16:59 from device: Android 9 Samsung SM-A530F Chrome Mobile 108.0.0
2. George Trkeeh viewed and acknowledged at Mon, 23/01/2023 16:47 from device: Android 9 Samsung SM-A530F Chrome Mobile 108.0.0

Privacy Collection Notice

As professional property managers **Harcourts Rata & Co** collects personal information about you. To ascertain what personal information we have about you, you can contact us on: 03 9465 7766

Primary Purpose

As professional property managers, **Harcourts Rata & Co** 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 **Harcourts Rata & Co** 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

Harcourts Rata & Co 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, **Harcourts Rata & Co** 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 **Harcourts Rata & Co** 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 **Harcourts Rata & Co** privacy policy can be viewed without charge on the **Harcourts Rata & Co** website; or contact your local **Harcourts Rata & Co** office and we will send or email you a free copy.

Disclaimer

Harcourts Rata & Co 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. **Harcourts Rata & Co** 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.

Signatures

This agreement is made under the Act.

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

Rental Provider

Rental Provider : **Asad Amin**



Signed at Wed, 25/01/2023 11:19 , from device: iOS 16.2 iPhone Mobile Safari 16.2

Renter(s)

Renter 1: **Julie Bannoud**



Signed at Mon, 23/01/2023 16:59 , from device: Android 9 Samsung SM-A530F Chrome Mobile 108.0.0

Renter 2: **George Trkeeh**



Signed at Mon, 23/01/2023 16:48 , from device: Android 9 Samsung SM-A530F Chrome Mobile 108.0.0

AUDIT TRAIL

Julie Bannoud (Renter)

- Mon, 23/01/2023 16:58 - Julie Bannoud clicked 'start' button to view the Residential Rental Agreement (Android 9 Samsung SM-A530F Chrome Mobile 108.0.0, IP: 1.145.246.115)
- Mon, 23/01/2023 16:59 - Julie Bannoud signed the Residential Rental Agreement (Android 9 Samsung SM-A530F Chrome Mobile 108.0.0, IP: 1.145.246.115)
- Mon, 23/01/2023 16:59 - Julie Bannoud submitted the Residential Rental Agreement (Android 9 Samsung SM-A530F Chrome Mobile 108.0.0, IP: 1.145.246.115)

George Trkeeh (Renter)

- Mon, 23/01/2023 16:43 - George Trkeeh clicked 'start' button to view the Residential Rental Agreement (Android 9 Samsung SM-A530F Chrome Mobile 108.0.0, IP: 1.145.246.115)
- Mon, 23/01/2023 16:48 - George Trkeeh signed the Residential Rental Agreement (Android 9 Samsung SM-A530F Chrome Mobile 108.0.0, IP: 1.145.246.115)

Mon, 23/01/2023 16:48 - George Trkeeh submitted the Residential Rental Agreement (*Android 9 Samsung SM-A530F Chrome Mobile 108.0.0, IP: 1.145.246.115*)

Asad Amin (Rental Provider)

Wed, 25/01/2023 11:16 - Asad Amin clicked 'start' button to view the Residential Rental Agreement

Wed, 25/01/2023 11:19 - Asad Amin signed the Residential Rental Agreement

Wed, 25/01/2023 11:19 - Asad Amin submitted the Residential Rental Agreement

AGREEMENT END

INFORMATION ONLY

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

Can you change how the property is used, or the buildings on it?

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

Have any buildings or retaining walls on the property been altered, or do you plan to alter them?

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

Does the property have working connections for water, sewerage, electricity, gas, telephone and internet?

Unconnected services may not be available, or may incur a fee to connect. You may also need to choose from a range of suppliers for these services. This may be particularly important in rural areas where some services are not available.

Buyers' rights

Do you know your rights when buying a property?

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

(04/10/2016)