

CONTRACT OF SALE OF REAL ESTATE

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

Property Address: 28 CANDLEBARK CLOSE KILMORE VIC 3764

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

The terms of this contract are contained in the:

- * Particulars of sale; and
- * Special conditions, if any; and
- * General conditions -

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

- a copy of the Section 32 Statement required to be given by a Vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of the Act; and
- a copy of the full terms of this contract.

The authority of a person signing:

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER on/...../20.....

Print name of person signing:

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

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

SIGNED BY THE VENDOR..... on/...../20.....

Print name of person signing RHONDA LEA GRECH

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

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

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period

Section 31
Sale of Land Act 1962

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY 'OFF THE PLAN'

Off-the-Plan Sales

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

- You may negotiate with the vendor about the amount of 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.

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

Stone Real Estate - Whittlesea

1/ 75 Church Street, Whittlesea, VIC 3757

Tel: 0418 832 981 Fax:

Ref: Shenea Barclay Email: sheneabarclay@stonerealestate.com.au

VENDOR

RHONDA LEA GRECH

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

EASY LINK CONVEYANCING

of 328 Main Road East, St Albans 3021

Tel: 03 9364 1133 Fax: 03 9364 0022 Ref: HN-25/36025 Email: settlement2@easylinkconveyancing.com.au

PURCHASER

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

of

Tel: Fax: Ref: Email:

LAND (general conditions 7 & 13)

The Land is:-
Described in the table below

Certificate of Title Reference	Being Lot	On plan
12019/857	114	PS 531432H

The Land includes all improvements and fixtures.

PROPERTY ADDRESS

The address of the land is:
28 Candlebark Close Kilmore Vic 3764

GOODS SOLD WITH THE LAND
(general condition 6.3(f))

All fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature.

Exclusions: cinema system and racking in car garage (garage shelves)

PAYMENT

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

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)

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

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

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

SETTLEMENT (general condition 17 & 26.2)

Is due on

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

- the above date; or
- 14 days 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 words '**subject to lease**' appear in this box:

in which case refer to general condition 5.1.

If '**subject to lease**' then particulars of the lease are:

Residential tenancy agreement for a fixed term ending

Periodic residential tenancy agreement determinable by notice

Lease for a term ending.....with.....option to renew, each of..... years

TERMS CONTRACT (general condition 30)

If this contract is intended to be a terms contract within the meaning of the **Sale of Land Act 1962** then add the words '**terms contract**' in this box, and refer to general condition 30 and add any further provisions by way of special conditions:

LOAN (general condition 20) – **NOT APPLICABLE AT AUCTION**

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

Lender:

Loan amount: \$

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

SPECIAL CONDITIONS

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

SPECIAL CONDITIONS

If the contract is subject to 'special conditions', then particulars of the special conditions are as follows.

1. Purchaser's inspection and investigation.

- 1.1. The Purchaser acknowledges that they have inspected the structures buildings and the Land and performed all required investigations in relation to the land. The Purchaser warrants to the Vendor that, because of the Purchaser's own inspection and enquiries, the Purchaser:
 - 1.1.1 Has made investigations and accepts the structures, improvements, and land as to the current nature, quality, condition, and state of repair.
 - 1.1.2 Accepts that all structures or improvements on the land may not comply with applicable building codes, standards regulations and the Purchaser has made its own investigation as to the level of compliance and required building rectification work or demolition to achieve compliance.
 - 1.1.3 Accepts the land as it is in its current state, and subject to all defects, whether latent or patent, noncompliance with applicable building codes standards and regulations; and
 - 1.1.4 Is satisfied about the purposes for which the land may be used and about all restrictions and prohibitions on their intended use or development of the land.
 - 1.1.5 Is aware that the structures and improvements on the land may not be suitable for occupation or habitation notwithstanding that an occupancy permit had been issued

WARRANTY BY VENDOR

- 1.2 The Vendor gives no warranty:
 - 1.2.1 That the improvements erected on the land or any alterations or additions to the improvements comply with any building legislation, regulations applicable code and standards.
 - 1.2.2 As to the use to which the land may be intended to be used by the purchaser is suitable for that intended use
 - 1.2.3 That the building and structures on the land comply with any applicable building permit, approval, and regulations
 - 1.2.4 That any of the chattels appliances, fixtures or fittings in that building are operational or functional.
- 1.3 The Vendor has not made and shall not be construed as having made any representation or warranty that the Property is free of contaminants. Prior to entering this Contract, the Purchaser has made its own enquiries and investigations as to the environmental state of the Property and the Purchaser has relied and relies entirely on the result of its investigations and on its own judgment in entering this Contract.

CLAIMS BY PURCHASER

- 1.4 The Purchaser shall make no objection, claim compensation, or delay settlement or payment of the balance of the purchase price because of anything in connection with:
 - 1.4.1 any improvements buildings structures erected on the land or any alterations or additions to the improvements not being in compliance with any building legislation, applicable codes and standards, building regulations and except where those matters as aforementioned described are not in the same condition as at the day of sale.
 - 1.4.2 The failure or defect (latent or patent) in any structure, improvements chattels or good which are on the land.
 - 1.4.3 The nature of quality and classification of the soil and subsoil of the land.
 - 1.4.4 The suitability condition or existence or non-existence of any chattels appliances, fixtures, and fittings in relation to the dwelling on the land.

2. Nomination

General condition 4 of the contract of sale is added:

- 2.1 The purchaser may no later than 10 days before the due date for settlement nominate a suitable 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.
- 2.2 ~~The nominee must pay to the Vendor's representative an amount of \$220.00 (inclusive of GST) to cover the Vendor's additional costs and disbursements incurred due to the nomination request.~~

3. Extension/Variation request

~~The Purchaser must pay to the Vendor's representative an amount of \$220.00 (inclusive of GST) to cover the Vendor's additional costs and disbursements incurred due to each extension or variation to the finance approval date, deposit payment due date, or settlement date, as requested by the Purchaser and consented to by the Vendor. This payment is payable at the time of settlement for each request made.~~

4. Rescheduled Settlement

- ~~4.1 The purchaser must ensure the settlement occurs on the due date for settlement as set out in the particulars of this Contract (Due Date). Failure to settle by the Due Date constitutes a default under this contract.~~
- ~~4.2 In the event of a default by the Purchaser by not settling on the Due Date, the Purchaser must pay to the Vendor's representative an amount of \$220.00 (inclusive of GST) to cover the Vendor's additional costs and disbursements incurred for each occurrence of requesting a rescheduling of the settlement.~~

5. Adjustments

- ~~5.1 The Purchaser is responsible for ensuring the Statement of Adjustments and all relevant certificates are prepared by their representative and delivered to the Vendor's representative no later than 3 business days preceding the settlement date~~
- ~~5.2 Should there be a delay by the Purchaser in providing the Statement of Adjustments and relevant certificates by the specified time, the Purchaser will be deemed in default of the Contract. As a result of this default, the Purchaser will incur an administration fee of \$220.00 (inclusive of GST) payable to the Vendor's representative for the delay.~~

6. Duties Form

- ~~6.1 The Duties Form must be completed and provided to the vendor's conveyancer no later than 5 business days prior to the settlement date.~~
- ~~6.2 If the purchaser has not completed the Duties Form as required by special condition 6.1 the purchaser will be in default of the contract and must pay to the Vendor's representative an administration fee of \$220.00 (inclusive of GST).~~
- ~~6.3 If any requests for amendments in the Duties Form made within 3 business days of the settlement date that require the parties to re-sign, the Purchaser must pay to the Vendor's representative an administration fee of \$110.00 (inclusive of GST) for each amendment.~~

7. Default not remedied

General conditions 35.4 of the contract of sale is added:

Should the settlement be not completed on the due date by the purchaser, the purchaser will be liable for Vendor's losses including but not limited to:

- 7.1 Interests on any loan secured on the property from the original settlement date until the property can settle.
- 7.2 Penalties, interest, and charges incurred as a result of not being settle a purchase of another property; and
- 7.3 Any extra costs involved accommodation costs; storage costs incurred by the Vendor.

8. Amendments

General Condition 6.1 is amended by deleting the words "in the month and year set out the header of this page" and adding the word "latest" which reads as follows "The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the latest form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd".

9. GC 23 – special condition

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.

10. GC 28 – special condition

General condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.

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

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 in the header 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 lodgment 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 lodgment 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 lodgment 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 lodgment network operators do not provide otherwise:

- (a) the electronic lodgment network operator to conduct all the financial and lodgment 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 lodgment network operators after the workspace locks;
- (b) if two or more electronic lodgment 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 lodgment.

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 lodgment 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 lodgment network operator of settlement.

19. GST

19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).

19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:

- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
- (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (c) the particulars of sale specify that the supply made under this contract is of land on which a ‘farming business’ is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.

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

- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after

settlement on the property.

- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

20. LOAN

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

21. BUILDING REPORT

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

GUARANTEE and INDEMNITY

I/We, of
 and of

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

- (a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
- (b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- (c) by time given to the Purchaser for any such payment performance or observance;
- (d) by reason of the Vendor assigning his, her or their rights under the said Contract; and
- (e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

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

this day of 20.....

SIGNED SEALED AND DELIVERED by the said)
)
 Print Name.....)
 in the presence of:) Director (Sign)
)
 Witness.....)

SIGNED SEALED AND DELIVERED by the said)
)
 Print Name.....)
 in the presence of:) Director (Sign)
)
 Witness.....)

Vendor/supplier GST withholding notice

Pursuant to section 14-255 Schedule 1 Taxation Administration Act 1953 (Cwlth)

To:

Purchaser/recipient:

Property address: 28 candlebark close Kilmore VIC 3764

Lot no.: Plan of subdivision:

[Cross out whichever is not applicable]

The Purchaser/recipient is not required to make a payment under section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cwlth) in relation to the supply of the above property.

OR

The Purchaser/recipient is required to make payment of the amount under section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cwlth) as follows in relation to the supply of the above property:

Withholding amount: \$ _____

The purchaser/recipient will be required to pay the withholding amount on or before the day of settlement, namely: Thursday, 5 December 2019

Vendor/supplier ABN: _____

From: Vendor/supplier:

Dated: 17/03/2025

Signed by or on behalf of the vendor/supplier:



Joseph M Grech

Notes - not part of notice

1. When using the Law Institute of Victoria 'GST withholding' special condition note the requirement in 15B.8 to give the notice at least 14 days before the due date for settlement.
2. A notice is required to be given for an input taxed supply of land even though there is no withholding obligation. Residential premises which are not new are input taxed.
3. For potential residential land, where the recipient of supply is registered and acquires for a creditable purpose, neither the obligation to notify nor the withholding obligation applies.
4. Land on which there is no residential premises, but in relation to which there is potential for residential premises, is potential residential land sufficient to trigger the obligation to notify.
5. A supply of land which is designated as a supply of a going concern or land used for a farming business and which meets the requirements for an exemption will be GST-free and not taxable. Consequently, although there may have been an obligation to notify, the supply will not attract the withholding obligation.
6. There is some debate about whether the notice needs to be signed by the supplier/vendor.
7. Additional information will need to be inserted in the form where there is non-monetary consideration and this will affect the amount of the withholding.
8. If nomination occurs after a notification has been given, a fresh notification will be required.

SECTION 32 **STATEMENT**

PURSUANT TO DIVISION 2 OF PART II
SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

Vendor: RHONDA LEA GRECH

Property: 28 CANDLEBARK CLOSE KILMORE VIC 3764

VENDORS REPRESENTATIVE

EASY LINK CONVEYANCING

Shop

328 Main Road East
ST ALBANS VIC 3021

Tel: 03 9364 1133

Fax: 03 9364 0022

Email: settlement2@easylinkconveyancing.com.au

Ref: HN-25/36025

SECTION 32 STATEMENT
28 CANDLEBARK CLOSE KILMORE VIC 3764

32A FINANCIAL MATTERS

Particulars of any rates, taxes, charges or other similar outgoings (and any interest on them) including any water usage, sewerage disposal charges or other charges based on a user pay system.

- (a) Their total does not exceed: \$5,000.00
- (b) The Purchaser may also become liable for State Land Tax depending on the use to which the property is put and other properties owned by the purchaser.
- (c) The particulars of any Charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge are as follows:
 - Not Applicable
- (d) The land is not tax reform scheme land within the meaning of the Commercial and Industrial Property Tax Reform Act 2024
 - See attached certificate

32B INSURANCE

- (a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: - Not Applicable
- (b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows:-
Not Applicable
Is contained in the attached Certificate/s.

32C LAND USE

(a) RESTRICTIONS

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:-

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.
- Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

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

(b) BUSHFIRE

This land is not in a designated bushfire- prone area under section 192A of the Building Act 1993.

SECTION 32 STATEMENT
28 CANDLEBARK CLOSE KILMORE VIC 3764

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

Planning Scheme: MITCHELL PLANNING SCHEME
Responsible Authority: MITCHELL CITY COUNCIL
Zoning: FZ - Farming Zone
Planning Overlay/s: See attached certificates

32D NOTICES

- (a) Particulars of any Notice, Order, Declaration, Report or recommendation of a Public Authority or Government Department or approved proposal directly and currently affecting the land of which the Vendor might reasonably be expected to have knowledge are:- None to the Vendors knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor
- (b) The Vendor is not aware of any Notices, Property Management Plans, Reports or Orders in respect of the land issued by a Government Department or Public Authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes.
- (c) Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act, 1986* are: Not Applicable

32E BUILDING PERMITS

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the land):-

Is contained in the attached Certificate/s.

32F OWNERS CORPORATION

The Land is NOT affected by an Owners Corporation within the meaning of the *Owners Corporation Act 2006*.

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is NOT –

- land that is to be transferred under the agreement.
- land on which works are to be carried out under the agreement (other than Crown land).
- land in respect of which a GAIC is imposed

SECTION 32 STATEMENT
28 CANDLEBARK CLOSE KILMORE VIC 3764

32H SERVICES

Service	Status
Electricity supply	Connected
Gas supply	Connected
Water supply	Connected
Sewerage	Connected
Telephone services	Connected

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

32I TITLE

Attached are the following document/s concerning Title:

- (a) In the case of land under the *Transfer of Land Act 1958* a copy of the Register Search Statement/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.
- (b) In any other case, a copy of -
 - (i) the last conveyance in the Chain of Title to the land; or
 - (ii) any other document which gives evidence of the Vendors title to the land.
- (c) Where the Vendor is not the registered proprietor or the owner of the estate in fee simple, copies of the documents bearing evidence of the Vendor's right or power to sell the land.
- (d) In the case of land that is subject to a subdivision -
 - (i) a copy of the Plan of Subdivision which has been certified by the relevant municipal council (if the Plan of Subdivision has not been registered), or
 - (ii) a copy of the latest version of the plan (if the Plan of Subdivision has not been certified).
- (e) In the case of land that is part of a staged subdivision within the meaning of Section 37 of the *Subdivision Act 1988* -
 - (i) if the land is in the second or a subsequent stage, a copy of the plan for the first stage; and
 - (ii) details of any requirements in a Statement of Compliance relating to the stage in which the land is included that have not been complied with; and
 - (iii) details of any proposals relating to subsequent stages that are known to the Vendor; and
 - (iv) a statement of the contents of any permit under the *Planning and Environment Act 1987* authorising the staged subdivision.
- (f) In the case of land that is subject to a subdivision and in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed -
 - (i) if the later plan has not been registered, a copy of the plan which has been certified by the relevant municipal council; or
 - (ii) if the later plan has not yet been certified, a copy of the latest version of the plan.

SECTION 32 STATEMENT
28 CANDLEBARK CLOSE KILMORE VIC 3764

DATE OF THIS STATEMENT

[] / [] /20 []

Name of the Vendor

RHONDA LEA GRECH

Signature/s of the Vendor

x

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

The Purchaser further acknowledges being directed to the DUE DILIGENCE CHECKLIST.

DATE OF THIS ACKNOWLEDGMENT

[] / [] /20 []

Name of the Purchaser

Signature/s of the Purchaser

x

Material Facts - Sale of Land Act 1962 - Section 12(d)

A "material fact" is a fact that a possible purchaser would care about when deciding whether or not to buy land, or that could make a purchaser decide to buy land at a certain price. It's important for the seller or agent to tell potential purchasers anything important about the property that they might not know, even after looking at it. This is to make sure that the deal is fair and transparent.

Please respond to the following queries in accordance with Section 12(d) of the Sale of Land Act of 1962:

1. Tests or investigations in the past have shown (or the vendor or agent already knows about) a problem with the building's structure, a termite infestation, combustible cladding, asbestos (including loose-fill asbestos insulation), or contamination from the land's prior use;
 Yes / **No**. If Yes, please specify:
2. The underlying cause of an obvious physical defect is not easy to see during the inspection (for example, a big crack in a wall would be obvious to a purchaser during the inspection, but the reason for the crack, like bad stumping, might not be);
 Yes / **No**. If Yes, please specify:
3. There has been a significant event at the property, including a flood, or a bushfire;
 Yes / **No**. If Yes, please specify:
- ✓ 4. There is a history of pesticide use in the event the property had been used for horticulture or other agricultural purposes
 Yes / **No**. If Yes, please specify:
5. There are restrictions on vehicular access to a property that are not obvious during a property inspection (such as truck curfews or where access is via an easement that is not apparent on the Certificate of Title or plans);
 Yes / **No**. If Yes, please specify:
6. Facts about the neighbourhood around the property that might not be obvious at first inspection, such as sinkholes, surface subsidence, or plans for development, that are likely to affect how the property is used and enjoyed more than the usual disturbances and inconvenient things that come with living on land of this kind and in this area;
 Yes / **No**. If Yes, please specify:
7. Building work or other work done without a required building permit, planning permit or that is otherwise illegal;
 Yes / **No**. If Yes, please specify:
8. The property, either now or in the past, has been the site of a serious crime or an event that might cause long-term risks to the health and safety of the people living there, such as: extreme violence such as a homicide
 - use for the manufacture of substances such as methylamphetamine, or
 - a defence or fire brigade training site involving the use of hazardous materials. **Yes** / **No**. If Yes, please specify:
9. Enhancements or improvements made to a property such as renovations, substantial repairs, etc.
 Yes / **No**. If Yes, please specify:
10. Any other specific facts known by the vendor (or the vendor's agent, including an estate agent) to be important to a specific purchaser;
 Yes / **No**. If Yes, please specify:

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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 12019 FOLIO 857

Security no : 124122922840V
Produced 18/03/2025 01:28 PM

LAND DESCRIPTION

Lot 114 on Plan of Subdivision 531432H.
PARENT TITLE Volume 11913 Folio 188
Created by instrument PS531432H Stage 5 04/10/2018

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
RHONDA LEA GRECH of 11 POSSUM RISE KILMORE VIC 3764
AU544478N 06/07/2021

ENCUMBRANCES, CAVEATS AND NOTICES

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

AGREEMENT Section 173 Planning and Environment Act 1987
AD619368D 16/05/2005

AGREEMENT Section 173 Planning and Environment Act 1987
AF357420U 24/09/2007

DIAGRAM LOCATION

SEE PS531432H 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: 28 CANDLEBARK CLOSE KILMORE VIC 3764

ADMINISTRATIVE NOTICES

NIL

eCT Control 22261U KILMORE PROPERTY TRANSFERS
Effective from 06/07/2021

DOCUMENT END



Imaged Document Cover Sheet

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Document Identification	PS531432H
Number of Pages (excluding this cover sheet)	15
Document Assembled	18/03/2025 13:29

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PLAN OF SUBDIVISION	Stage No.	LTO use only EDITION 8	PS 531432H
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Location of Land
 Parish: BYLANDS
 Township: _____
 Section: _____
 Crown Allotment: 60G PART
 Crown Portion: _____

LTO base record: CADASTRAL MAP SYSTEM
 Title References:

Last Plan Reference: LOTS 1 & 3 ON PS439878D
 Postal Address: GRAVES STREET KILMORE

AMG Co-ordinates: E 319 170
 (Of approx. centre of plan) N 5 868 770 Zone 55

Council Certification and Endorsement

Council Name: MITCHELL SHIRE COUNCIL Ref: S200368

1. ~~This plan is certified under section 6 of the Subdivision Act 1988.~~
2. This plan is certified under section 11(7) of the Subdivision Act 1988.
 Date of original certification under section 6 22/12/2005
3. ~~This is a statement of compliance issued under section 21 of the Subdivision Act 1988.~~

Open Space

(i) A requirement for public open space under section 18 Subdivision Act 1988 has ~~not~~ been made.
 (ii) ~~The requirement has been satisfied.~~
 (iii) ~~The requirement is to be satisfied in Stage _____~~

Council Delegate
~~Council seal~~
 Date 27/12/2006

APPLIES TO MASTER PLAN (STAGE 1) ONLY

Identifier	Council/Body/Person
ROAD R1, R2, R3, R4, R5 & R6	MITCHELL SHIRE COUNCIL
DRAINAGE RESERVE No. 1	MITCHELL SHIRE COUNCIL
RESERVE No. 2, 3, 4, 5, 6, 7, 9 & 10	MITCHELL SHIRE COUNCIL
RESERVE No. 8	GOULBURN VALLEY REGION WATER CORPORATION

Notations

Depth Limitation: 15-24 METRES BELOW THE SURFACE
 APPLIES TO ALL THE LAND IN THIS PLAN

Staging This is ~~to not~~ a staged subdivision
 Planning Permit No. P303403

PURPOSE OF THIS PLAN:
 PART OF EASEMENT E-2 AS CREATED IN PS439878D
 WILL BE REMOVED UPON REGISTRATION OF THIS PLAN

GROUNDS FOR REMOVAL:
 BY AGREEMENT

A RESTRICTION APPLIES TO THIS PLAN:
 SEE SHEET 4

Survey:- This plan is ~~to not~~ based on survey.
 To be completed where applicable.
 This survey has been connected to permanent marks no(s).
 In proclaimed Survey Area no. 40

Easement Information

Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1, E-14, E-15 & E-16	PIPELINES OR ANCILLARY PURPOSES	4	PS439878D - SECTION 136 OF THE WATER ACT 1989	GOULBURN VALLEY REGION WATER AUTHORITY
E-3, E-5, E-8, E-9, E-10, E-12, E-13, E-14, & E-15	PIPELINES OR ANCILLARY PURPOSES	SEE DIAG.	THIS PLAN - SECTION 136 OF THE WATER ACT	GOULBURN VALLEY REGION WATER AUTHORITY
E-3, E-6, E-9, E-10, E-11, E-13, E-15, E-16, E-18 & E-20	DRAINAGE	SEE DIAG.	THIS PLAN	MITCHELL SHIRE COUNCIL
E-7	WATER SUPPLY AND CARRIAGEWAY	20	THIS PLAN - SECTION 136 OF THE WATER ACT	GOULBURN VALLEY REGION WATER AUTHORITY
E-17, E-18 & E-21	PIPELINES OR ANCILLARY PURPOSES	SEE DIAG.	THIS PLAN - SECTION 136 OF THE WATER ACT	GOULBURN VALLEY REGION WATER CORPORATION

LTO use only _____
 Statement of Compliance / Exemption Statement

Received
 Date 1/7/2006

THIS IS AN LR COMPILED PLAN

FOR DETAILS SEE MODIFICATION TABLE HEREIN

SHEET 1 OF 14 SHEETS

ERIC SALTER PTY. LTD.
 CONSULTING LAND SURVEYORS
 52A, SYDNEY STREET KILMORE
 TEL. 57821414 FAX. 57822416
 8 LE CATEAU STREET PASCOE VALE SOUTH
 TEL. 93833039

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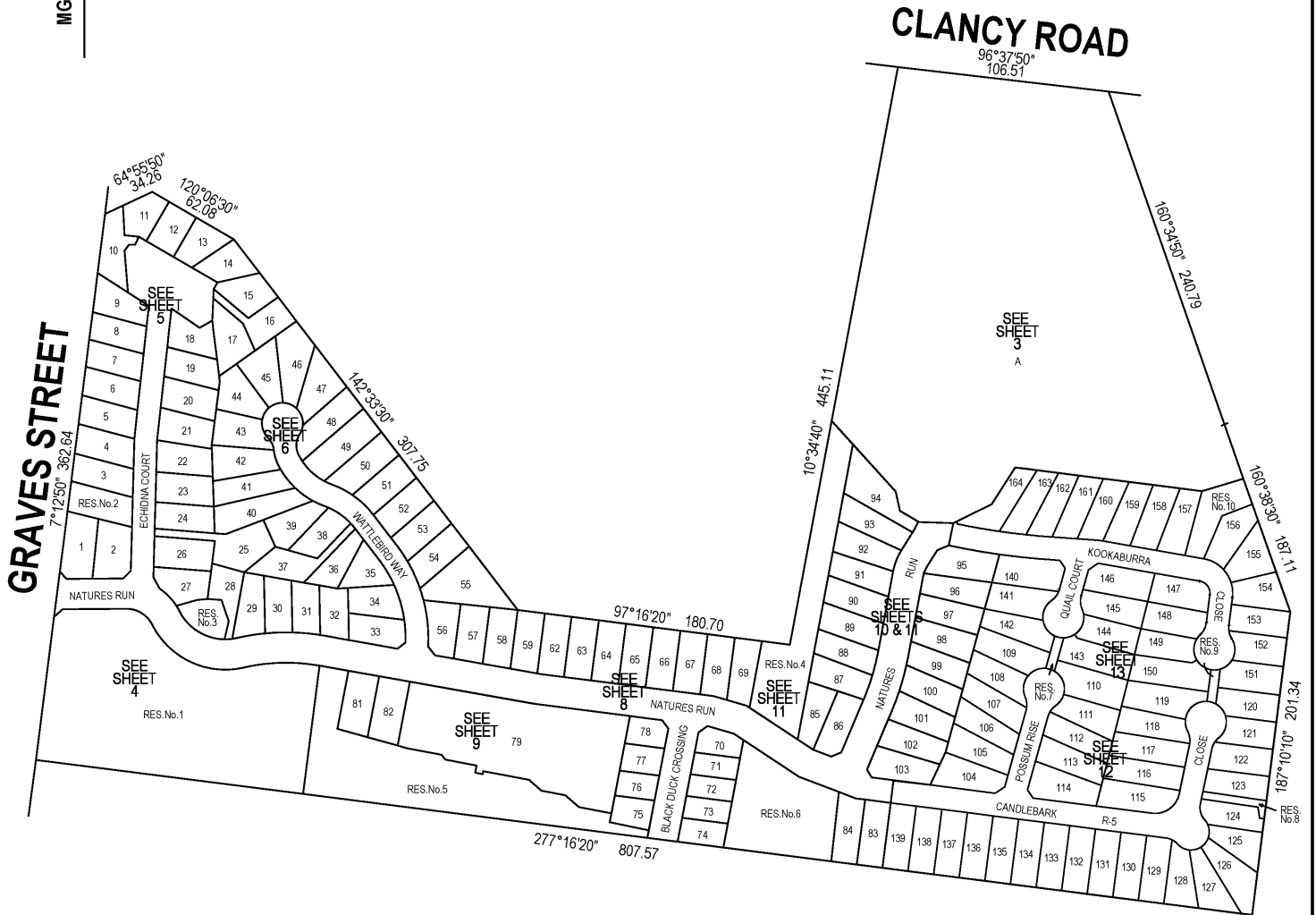
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REF 5968 VERSION 04

DATE 27/12/2006
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PS531432H

MGA94 ZONE 55



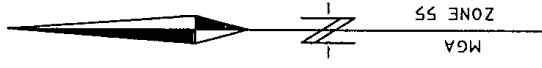
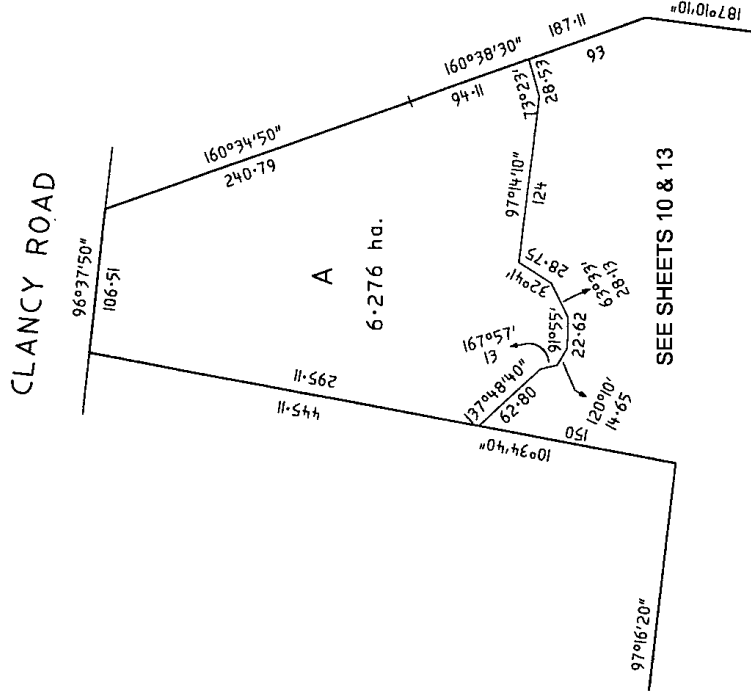

melbourne
LAND SURVEYORS
GEELONG MELBOURNE BALLARAT
PO BOX 436 IVANHOE VIC 3079
MOBILE 041272261 FAX (03) 6512 4998
WWW.MELBOURNELANDSURVEYORS.COM.AU

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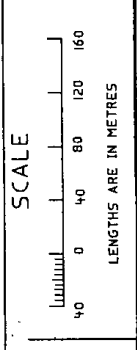
Stage No. Plan Number
PS 531432H



SHEET 3

DATE 15/5/07
COUNCIL DELEGATE SIGNATURE

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SIGNATURE DATE 15/5/07
REF 5968 VERSION 07



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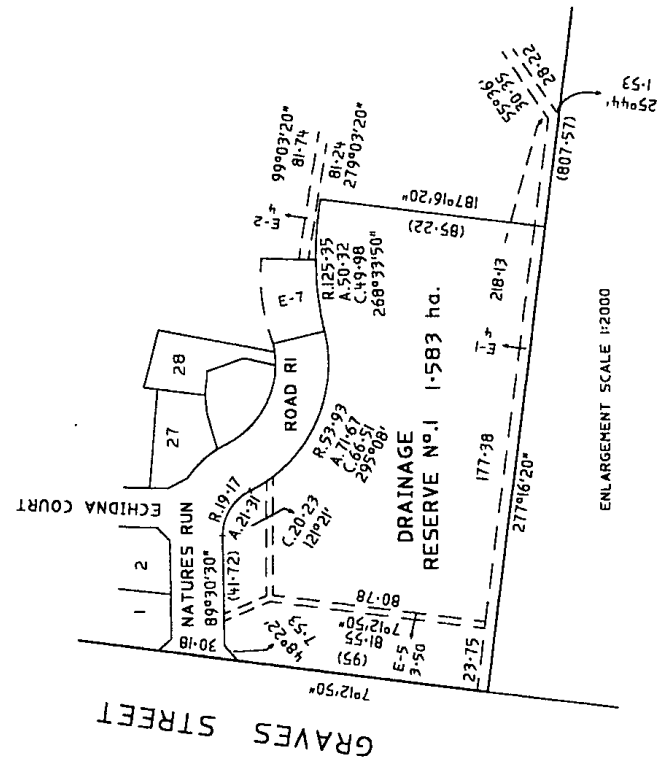
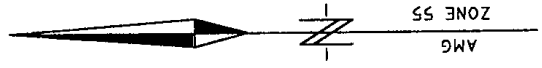
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TEL. 99833039



PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 531432H



SHEET 4

DATE ---/---/---

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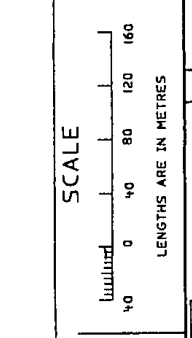
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VERSION 04

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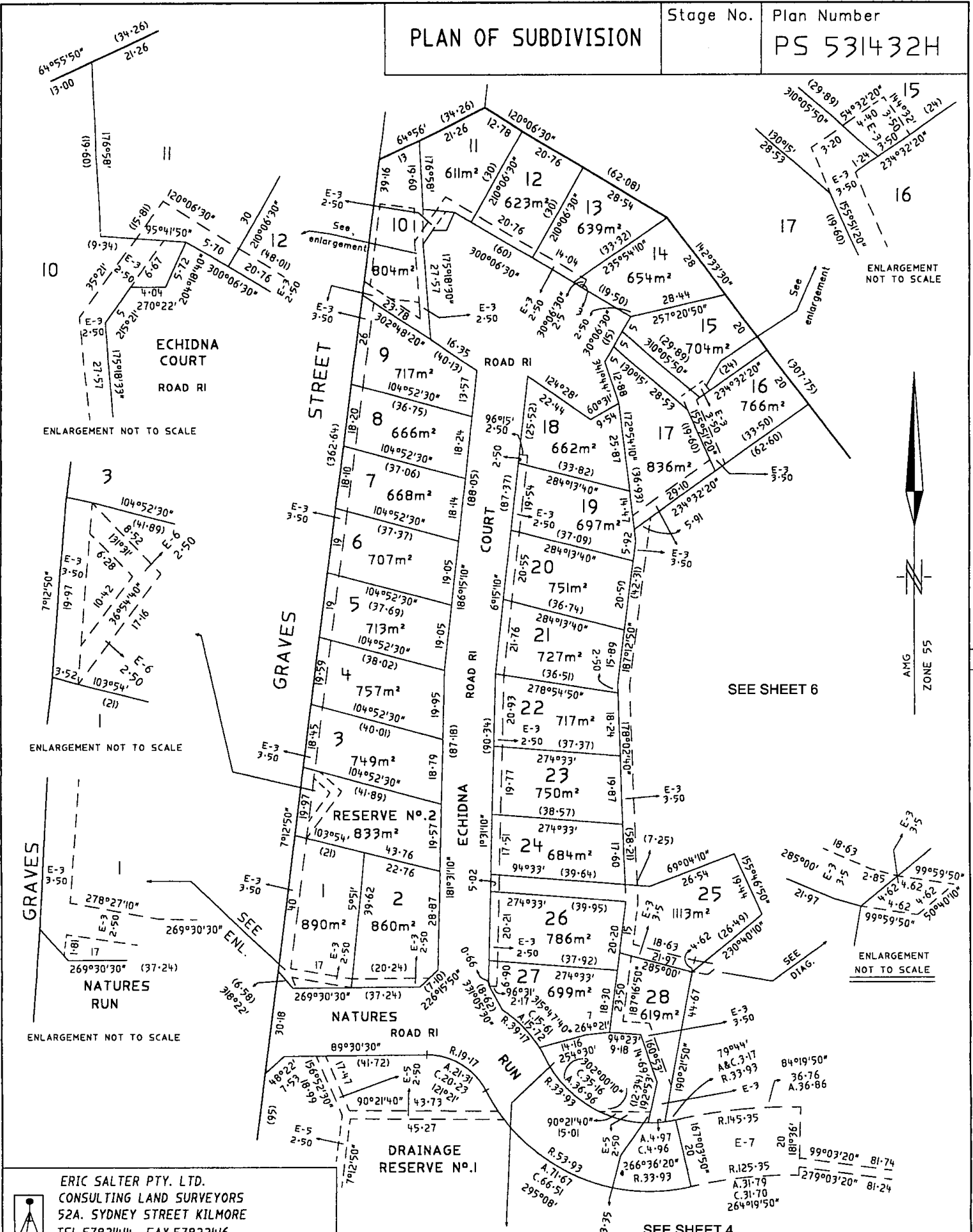
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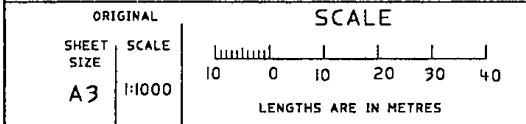
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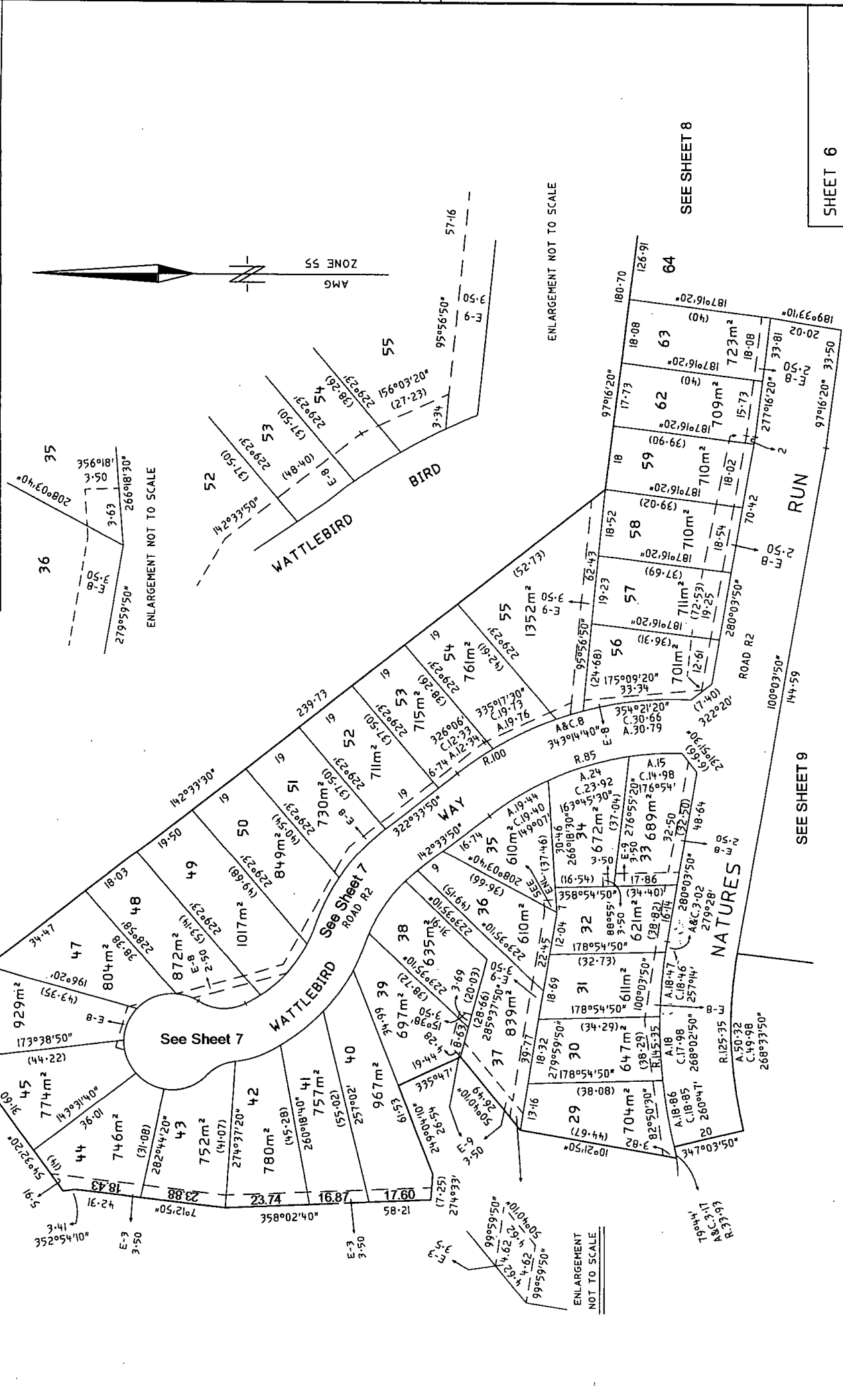
SHEET 5

DATE / /

COUNCIL DELEGATE SIGNATURE _____

Stage No. Plan Number
PS 531432H

PLAN OF SUBDIVISION



ENLARGEMENT NOT TO SCALE

SEE SHEET 7

SEE SHEET 8

SEE SHEET 9

SCALE

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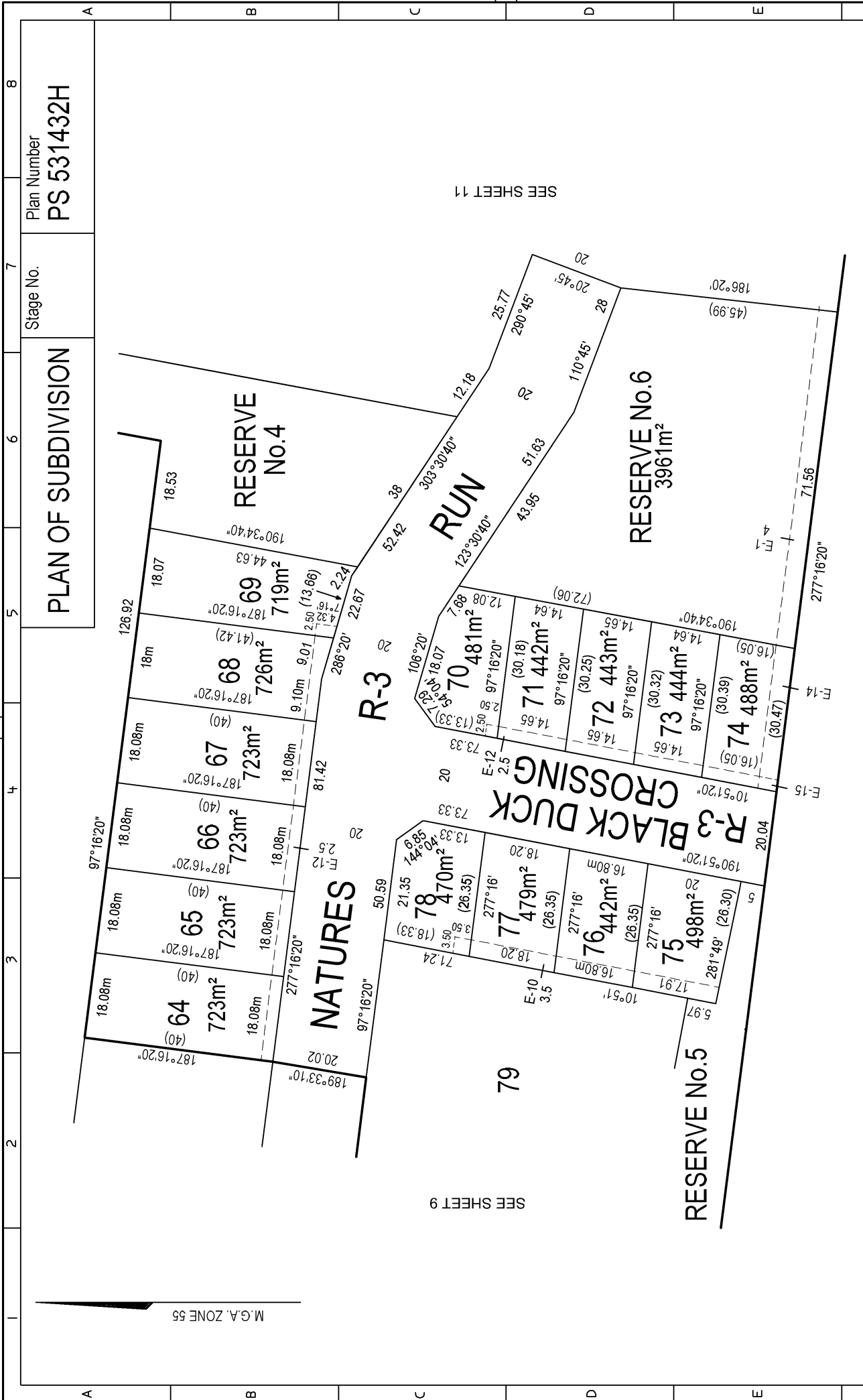
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 REF **5968** VERSION **07**

SHEET 6

COUNCIL DELEGATE SIGNATURE _____ DATE _____



PLAN OF SUBDIVISION

Plan Number
PS 531432H

Stage No.

M.G.A. ZONE 55

SEE SHEET 9

SEE SHEET 11

ACCURATE
LAND SURVEYORS
75 WESTBOURNE ROAD, KENSINGTON, VIC 3031
MOBILE 041272261 FAX (03) 9060 7061
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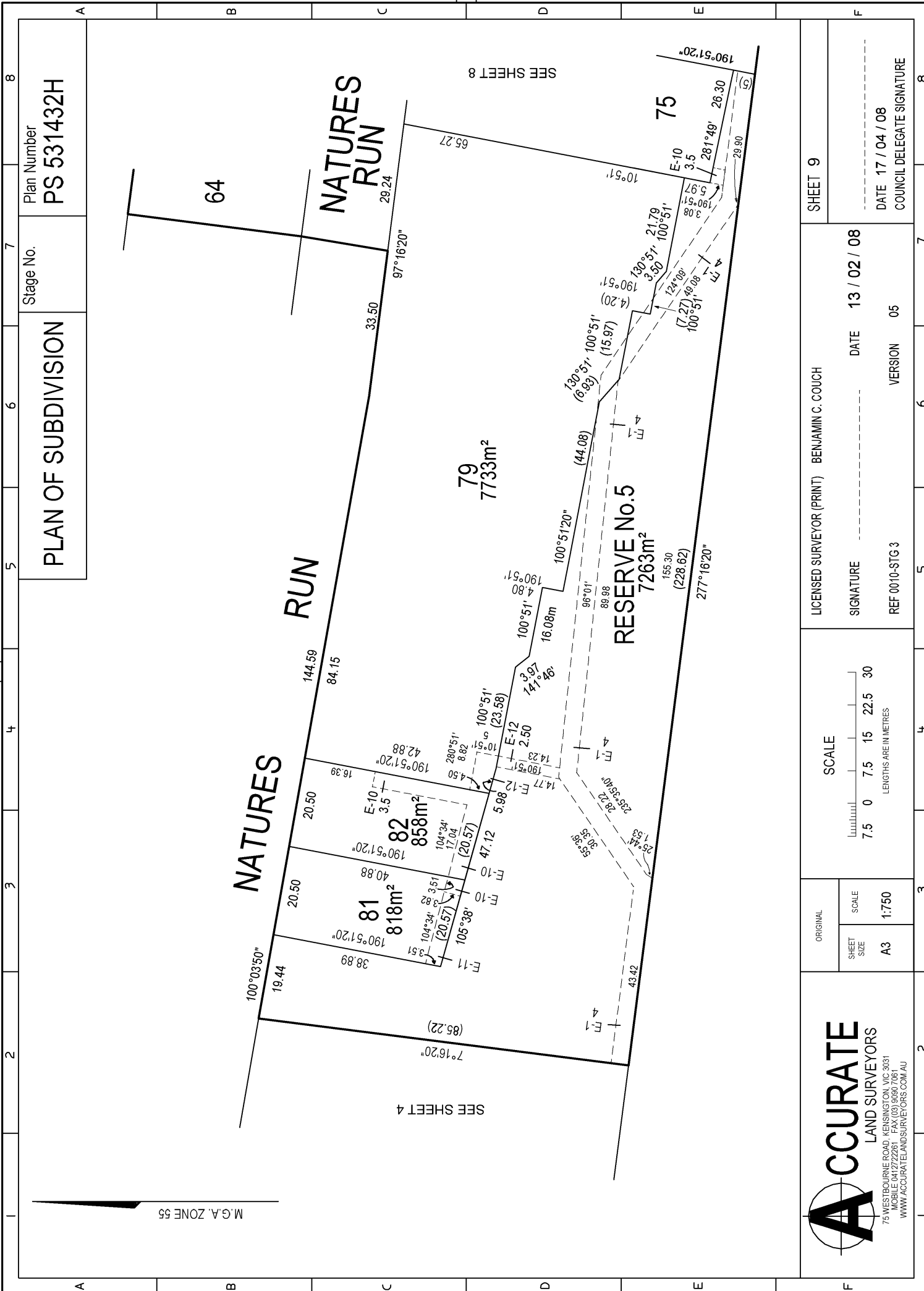
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SCALE

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SIGNATURE	DATE 13 / 02 / 08
REF 0010-STG 3	VERSION 05

SHEET 8	DATE 17 / 04 / 08
COUNCIL DELEGATE SIGNATURE	



M.G.A. ZONE 55

SEE SHEET 4

SEE SHEET 8

PLAN OF SUBDIVISION

Stage No.
PS 531432H

Plan Number

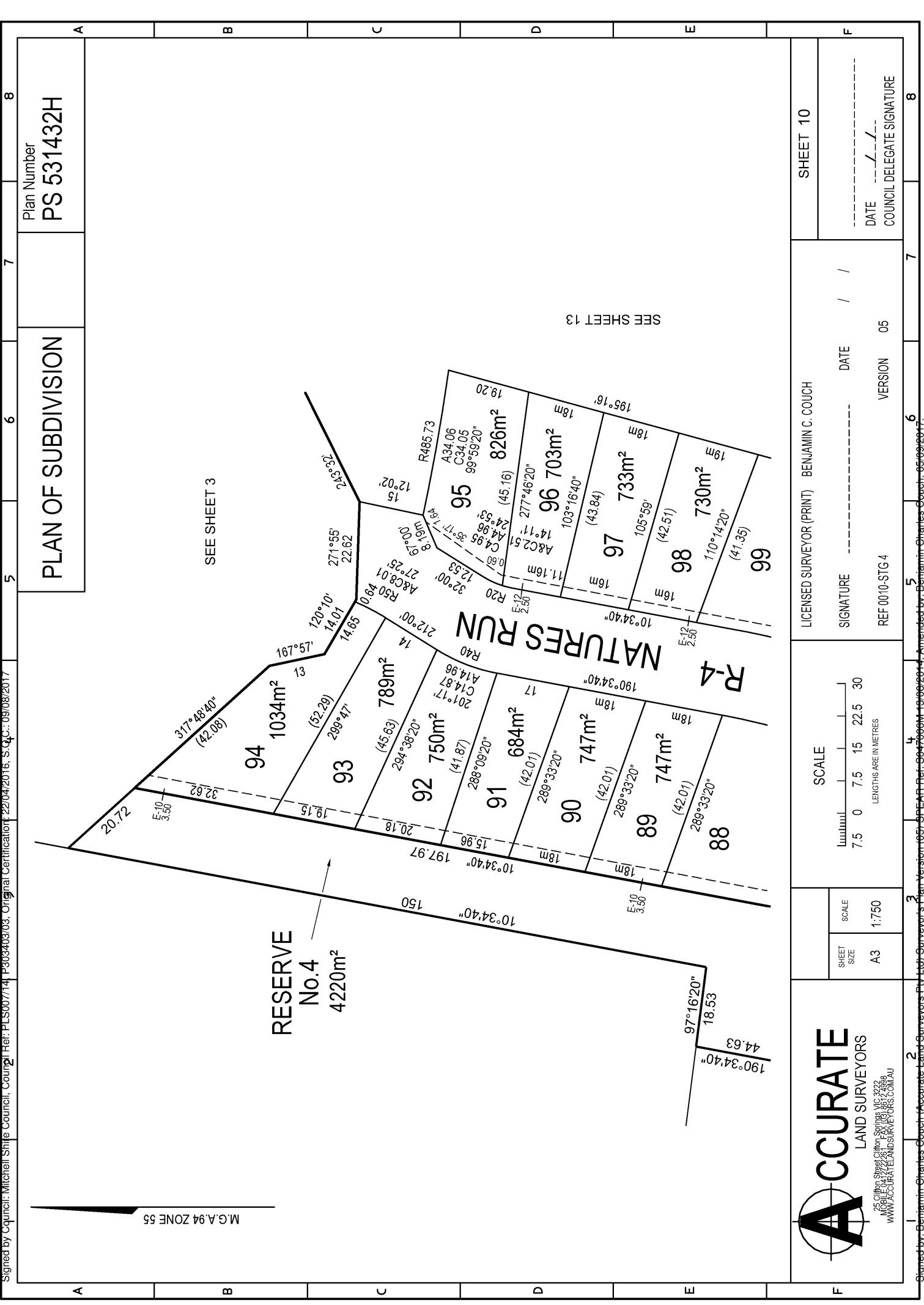
ACCURATE
LAND SURVEYORS
75 WESTBOURNE ROAD, KENSINGTON, VIC 3031
MOBILE 041272261 FAX (03) 9090 7061
WWW.ACCURATELANDSURVEYORS.COM.AU

ORIGINAL
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LICENSED SURVEYOR (PRINT) BENJAMIN C. COUCH
SIGNATURE _____
DATE 13 / 02 / 08
VERSION 05
REF 0010-STG 3

SHEET 9
DATE 17 / 04 / 08
COUNCIL DELEGATE SIGNATURE _____



Plan Number
PS 531432H

PLAN OF SUBDIVISION

5

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ACCURATE
LAND SURVEYORS
25 Clifton Street Clifton Springs VIC 3222
MOBILE 041722281 FAX 053 8612486
WWW.ACCURATELANDSURVEYORS.COM.AU

LICENSED SURVEYOR (PRINT) **BENJAMIN C. COUCH**

SIGNATURE _____ DATE / /

REF 0010-STG 4 VERSION 05

SHEET 10

DATE / /
COUNCIL DELEGATE SIGNATURE

Signed by Council: Mitchell Shire Council, Council Ref: PLS007/14, P303403/03, Original Certification: 22/04/2016, S.O.C.: 09/08/2017

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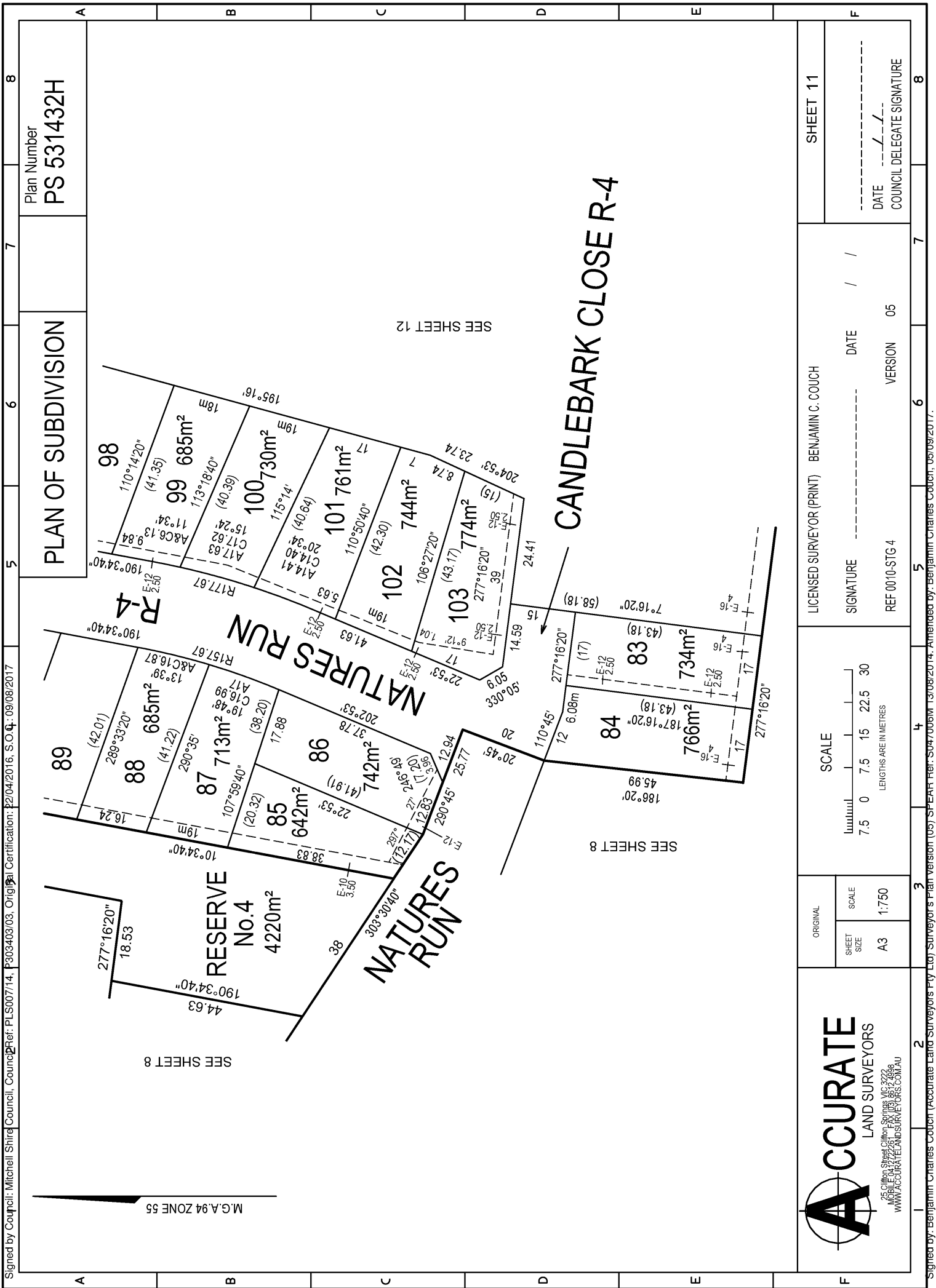
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42



Signed by Council: Mitchell Shire Council, Council Ref: PLS007/14, P303403/03, Original Certification: 22/04/2016, S.O.#: 09/08/2017

ACCURATE
LAND SURVEYORS

25 Clifton Street Clifton Springs VIC 3222
 MOBILE: 0427272626
 WWW.ACCURATELANDSURVEYORS.COM.AU

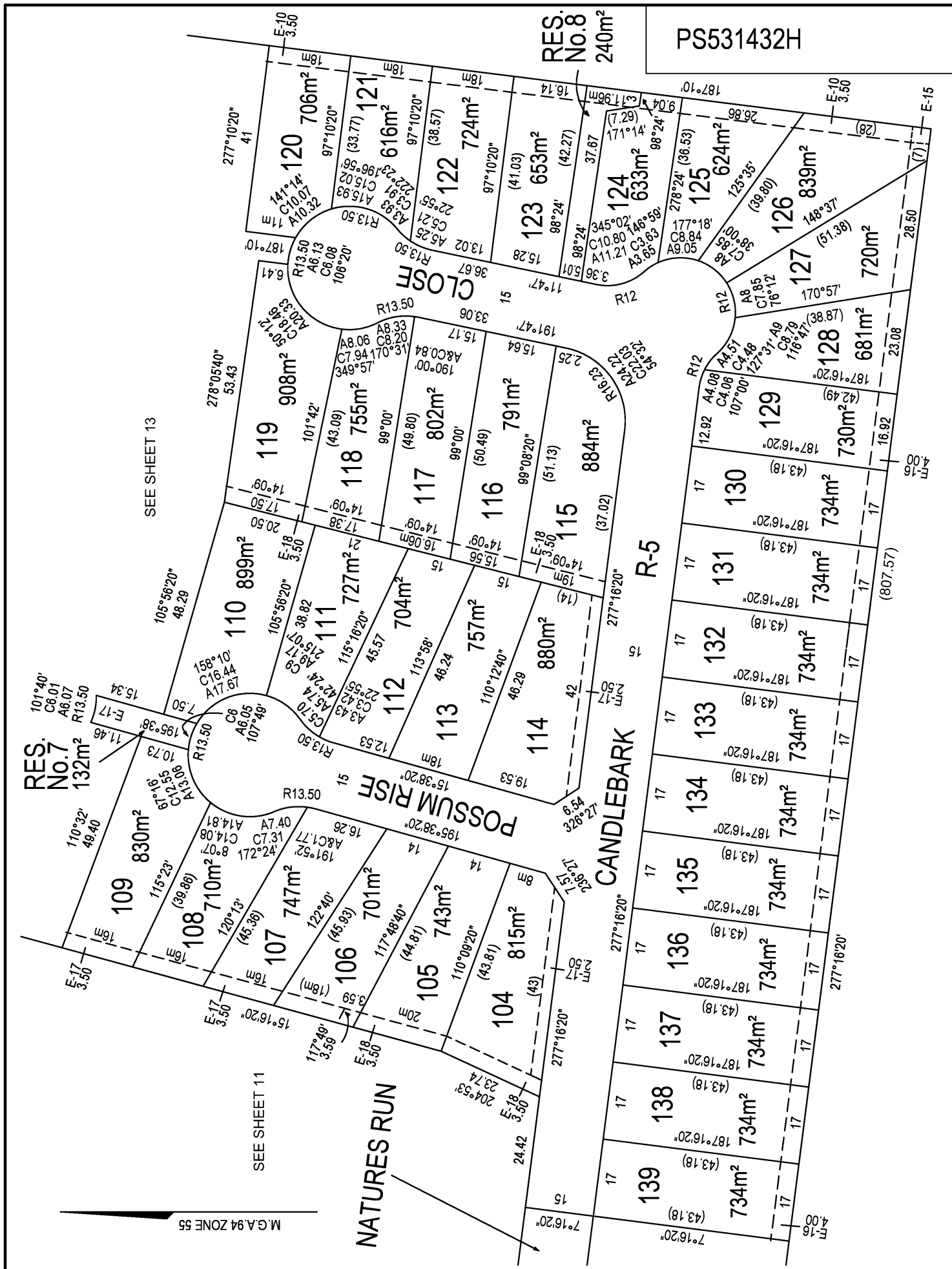
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LICENSED SURVEYOR (PRINT)	BENJAMIN C. COUCH
SIGNATURE	_____
DATE	____/____/____
VERSION	05
REF	00/10-STG 4

SHEET 11
COUNCIL DELEGATE SIGNATURE
DATE

Signed by: Benjamin Crumens Couch (Accurate Land Surveyors Pty Ltd) Surveyor's Plan version (05) SFEAR Ref: 5047006w/13/08/2014, Approved by: Benjamin Crumens Couch, 05/09/2017.



melbourne
LAND SURVEYORS
GEE LONG MELBOURNE BALLARAT
PO BOX 436 VANHOE VIC 3078
MOBILE 041272261 FAX 03 8512 4998
WWW.MELBOURNELANDSURVEYORS.COM.AU

SCALE 1:750	7.5 0 7.5 15 22.5 30 LENGTHS ARE IN METRES
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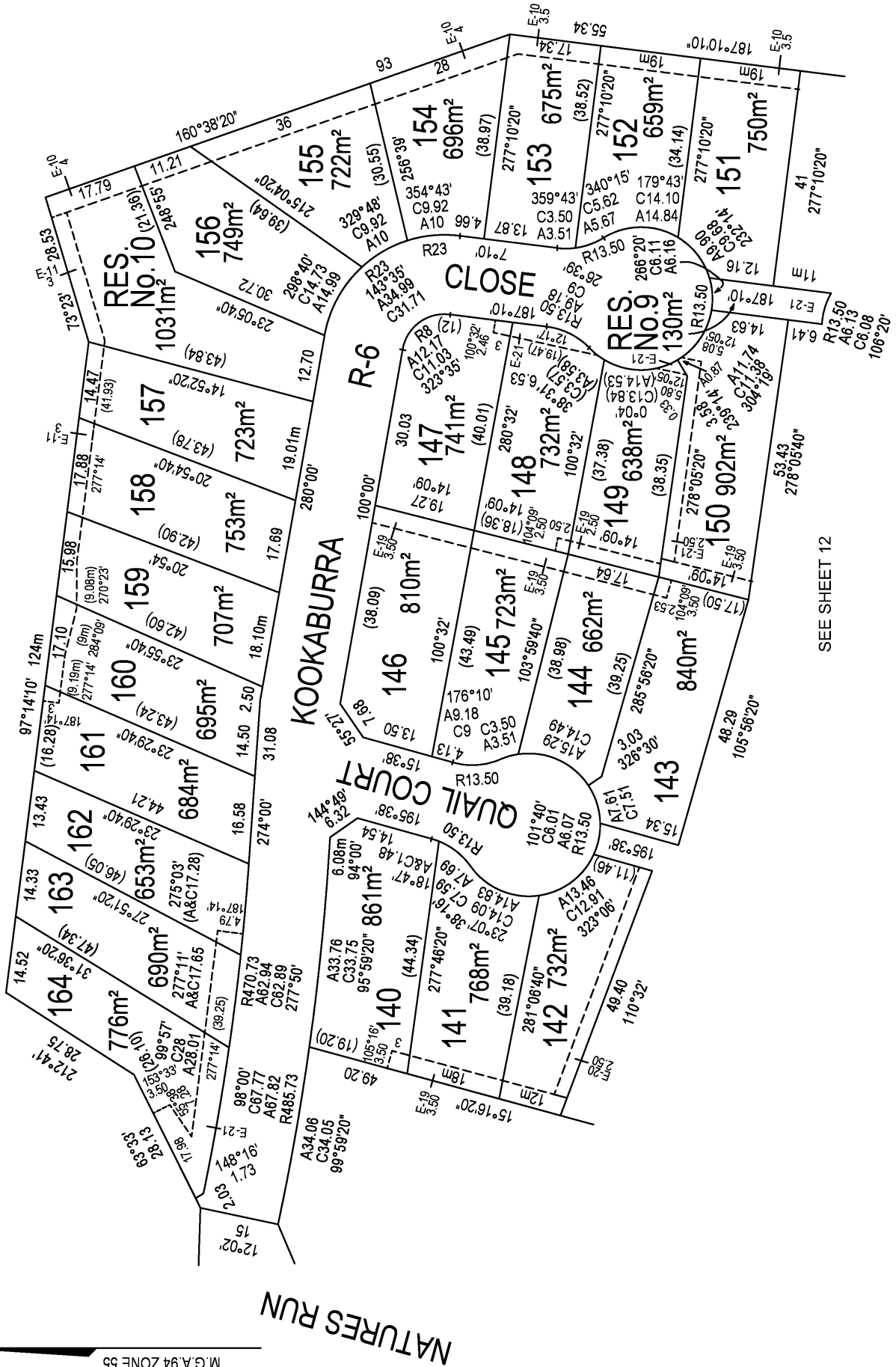
ORIGINAL SHEET SIZE: A3	SURVEYORS REF: 0010	SHEET 12
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Digitally signed by: Benjamin Charles Couch (Melbourne Land Surveyors Pty Ltd),
Surveyor's Plan Version (06),
19/07/2017, SPEAR Ref: S107103E

Digitally signed by:
Mitchell Shire Council,
12/12/2017,
SPEAR Ref: S107103E

PS531432H

SEE SHEET 3



SEE SHEET 12

M.G.A.94 ZONE 55

NATURES RUN

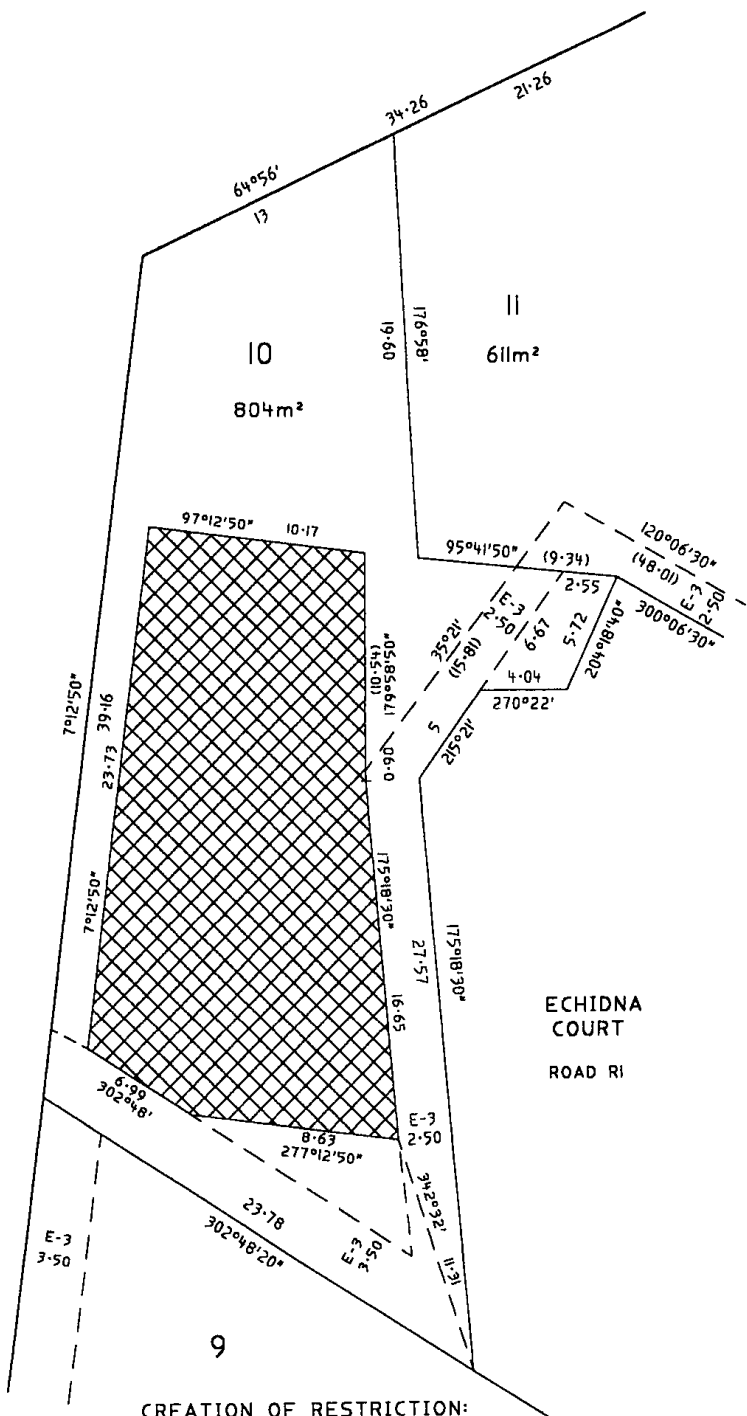
melbourne
LAND SURVEYORS
GEE LONG MELBOURNE BALLARAT
PO BOX 436 IVANHOE VIC 3075
MOBILE 041272261 FAX 03 631 6512 4999
WWW.MELBOURNELANDSURVEYORS.COM.AU

SCALE 1:750	7.5 0 7.5 15 22.5 30 LENGTHS ARE IN METRES
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ORIGINAL SHEET SIZE: A3	SURVEYORS REF: 0010	SHEET 13
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Digitally signed by: Benjamin Charles Couch (Melbourne Land Surveyors Pty Ltd),
Surveyor's Plan Version (04),
19/07/2017, SPEAR Ref: S107104B

Digitally signed by:
Mitchell Shire Council,
14/05/2018,
SPEAR Ref: S107104B



CREATION OF RESTRICTION:
 UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION WILL BE CREATED:
 DESCRIPTION OF RESTRICTION:
 THE REGISTERED PROPRIETOR/S FOR THE TIME BEING OF LOT 10 ON THIS PLAN OF SUBDIVISION MUST NOT CONSTRUCT ANY DWELLING, BUILDING OR OTHER WORKS OUTSIDE THE AREA SHOWN CROSS HATCHED ON SHEET 4 OF THIS PLAN OF SUBDIVISION LAND TO BENEFIT: LOTS 1 TO 9 (INCLUSIVE) AND LOTS 11 TO 28 (INCLUSIVE) ON THIS PLAN.
 LAND TO BE BURDENED: LOT 10

ERIC SALTER PTY. LTD.
 CONSULTING LAND SURVEYORS
 52A, SYDNEY STREET KILMORE
 TEL.57821414 FAX.57822416
 8 LE CATEAU STREET PASCOE VALE SOUTH
 TEL.93873039

ORIGINAL	SCALE	<p>LENGTHS ARE IN METRES</p>
SHEET SIZE A3	SCALE 1:1000	

LICENSED SURVEYOR (PRINT) DUNCAN ERIC SALTER
 SIGNATURE _____ DATE 25/11/06
 REF 5968 VERSION 04

SHEET 14

DATE ____/____/____
 COUNCIL DELEGATE SIGNATURE _____



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24/09/2007 \$97 173



FORM 13

APPLICATION BY RESPONSIBLE AUTHORITY FOR THE MAKING OF A RECORDING OF AN AGREEMENT

Planning and Environment Act 1987

Lodged at the Land Titles Office by:

Name: MW Law
Address: 526 Whitehorse Road, Mitcham 3130
Customer Code:12473K
Ref: BD 040936-4

The Authority having made an agreement referred to in Section 181(1) of the Planning and Environment Act 1987 requires a recording to be made in the Register for the land.

Land:
Volume 10956 Folio 891

Authority:
Mitchell Shire Council

Section and Act under which agreement made:
Section 173 of the Planning and Environment Act 1987

A copy of the Agreement is attached to this application

Signature:

[Handwritten signature of Ian Scholes]

COUNCIL OFFICIAL
MITCHELL SHIRE COUNCIL

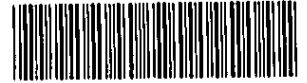
IAN SCHOLES
A SENIOR OFFICER OF THE
MITCHELL SHIRE COUNCIL AS
DEFINED IN THE LOCAL
GOVERNMENT ACT 1988

DATE:

6/9/2007

AF357420U

24/09/2007 \$97 173



MITCHELL SHIRE COUNCIL

AND

**ELLIOTS PLANT HIRINGS PTY LTD &
J. & V. HARRIS HOMES PTY LTD**

Section 173 Agreement



M W Law

**Barristers & Solicitors
526 Whitehorse Road
MITCHAM VIC 3132**

**Tel: 9837 2100
Ref: BD:MT:040936-4
Ausdoc: DX 13202, Mitcham
Fax: 9872 3142**

AF357420U

24/09/2007 \$97 173

SECTION 173 AGREEMENT



THIS AGREEMENT is made the 01 day of SEPTEMBER 2007
pursuant to Section 173 of the Planning and Environment Act 1987.

BETWEEN:-

MITCHELL SHIRE COUNCIL of 113 High Street, Broadford, 3658 (**"The Responsible Authority"**) of the first part;

AND

ELLIOTS PLANT HIRINGS PTY LTD (ACN 004 723 791) of 8-10 Thornycroft Street, Somerton, 3062 and **J. & V. HARRIS HOMES PTY LTD (ACN 004 821 050)** of 11 Glenburn Road, Kinglake, 3763 (**"The Owners"**) which expression shall include the Owner, its transferees and assigns of the other part.

RECITALS:-

- A. The Owners are the registered proprietors and, for the purposes of the Act, the owners of Lot A on Plan of Subdivision Number 531432H (Stage 2) and being part of the land comprised in Certificate of Title Volume 10956 Folio 891.

B. The Responsible Authority is the responsible authority under the Act for the administration and enforcement of the Mitchell Planning Scheme, which applies to the land.

C. The Responsible Authority has issued a planning permit number P303741 on the 23rd day of July 2004 authorising, inter alia, a 42 lot subdivision to regulate the development of the land...

D. Condition 4. of the permit provides as follows:

Prior to the certification of a plan of subdivision the owner of the land must enter into an agreement with the Responsible Authority under Section 173 of the Planning and Environment Act 1987. This agreement shall be registered on title prior to the Statement of Compliance. The agreement must be prepared pursuant to Section 187 of the Planning and Environment Act, at the cost of the owner and provide for as follows.

a) All future buildings and works (including any excavation, trenching, filling, and paving) shall be contained in the building envelope as designated on the Endorsed plan.

Any variations to the building envelopes will require the prior written consent of Council.

b) Native Vegetation on the lot outside a Building envelope must not be damaged, destroyed, felled, lopped, ringbarked or uprooted without the written consent of Council except as is reasonably necessary for the construction of a driveway from the



garage (or similar structure) to the nearest road or for the installation of utility services.

- c) Prior to the commencement of the construction of a dwelling, and the for the period of the dwelling construction works, the Owner must place or erect and then keep erected, a suitable chain mesh fence enclosing the Building Envelope sufficient to prevent workmen, tradesman or contractors using the area outside of the Building Envelope for storage of goods, parking of vehicles and equipment and the like.
 - d) Semi - permeable surfaces which will allow oxygenation and drainage to the soil are to be used in favour of hard standing paving.
 - e) The purchasers of Lots identified as 1,2,3, 7, 8 to 13 on plan known as 8999PRO-U* dated Feb 04 prepared by Tomkinson Pty Ltd shall submit the eastern façade of any proposed dwelling to the Responsible Authority for written approval. Particular attention should be given to overlooking and loss of privacy.
- E. The parties enter into this Agreement in order to give effect to condition 4 of the permit and to formalise the understanding reached between the parties regarding the use and development of the land in respect of the matters dealt with by this Agreement.

THE PARTIES AGREE AND COVENANT AS FOLLOWS:-

AF357420U

24/09/2007 \$97 173



1. Preliminary to Agreement

1.1 Operation

Without limiting any operation or affect which this Agreement otherwise has, The Responsible Authority and The Owners acknowledge that this Agreement is made under Division 2 Part 9 and, in particular, Section 173 of the Act, with the intent that the burden of The Owners' covenants run with the land.

1.2 Definitions

In this Agreement, unless the contrary intention appears:-

"Act" means the Planning and Environment Act 1987;

"Land" means all that land comprised within the Plan of Subdivision.

"Lot" means a Lot on the Plan of Subdivision;

"Lot A" means Lot A identified and described in Recital A;

"the Owners" means and includes the parties to this Agreement described as "The Owners" and the registered proprietor or registered proprietors for the time being of the land or any part of the land;

"Permit" means the Planning Permit described in Recital C.

"Plan" or "Plan of Subdivision" means the plan of subdivision of the land authorised by the Permit and being Plan No: PS607872G

"Responsible Authority" is the Responsible Authority under the Act for the administration and enforcement



1.3 Interpretation

In this Agreement, unless the contrary intention appears”-

- 1.3.1 A word importing the singular includes the plural, and vice versa;
- 1.3.2 A word importing a gender includes any other gender;
- 1.3.3 A covenant or obligation on the part of two or more persons binds them jointly and severally;
- 1.3.4 A reference to “Responsible Authority” includes its successors and assigns (including the Responsible Authority and its successors as Responsible Authority under the Act);
- 1.3.5 The word “Owners” if an owner holds the land (or an interest in the land in a trust capacity) includes the beneficiary of the trust in relation to which it holds the land or that interest. Where such a trust relationship exists, an owner in executing this Agreement does so intending to assume not only personal liability but also to bind the Trust for which it acts as Trustee.

1.4 Governing Law

This Agreement is governed by, and The Owners submit to the jurisdiction of, the Laws of the State of Victoria;

1.5 Commencement

This Agreement commences on the date of this Agreement.

1.6 Construction

If a provision of this Agreement is void, or voidable by a party, unenforceable or illegal, but would not be so if read down or severed from this Agreement, it must be so read down or severed accordingly.

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2. Owners' Covenants

2.1 Building Envelopes

All buildings or improvements constructed and all works carried out on any lot (including any excavation, trenching, filling and paving) shall be constructed and confined to within the building envelope for that Lot as designated on the building envelope plan which is Annexure 1 to this Agreement ("**Building Envelope Plan**").

2.2 Variation of Building Envelopes

The owners shall not vary or depart from the building envelope as designated on the Building Envelope Plan for any lot without obtaining the prior consent in writing of the responsible authority.

2.3 Preservation of Nature Vegetation

Native vegetation on any lot which lies outside the designated building envelope for that lot shall not be damaged, destroyed, felled, lopped, ringbarked or uprooted without the written consent of the Responsible Authority except to the extent of such clearing of such vegetation as is reasonable necessary for the construction of a driveway from the dwelling erected on the lot, garage or similar structure to the nearest road or to facilitate the installation of utility services.

2.4 Fencing During Construction

Prior to the commencement of construction works in respect of any dwelling on a lot and throughout the entirety of the period that such construction works are being carried out, the owners must place or erect and then keep erected a suitable chain mesh fence enclosing the building envelope for that lot sufficient to prevent workmen, tradesmen

or contractors using the area outside of the building envelope for the storage of goods, parking of vehicles and equipment and the like.

2.5 Driveway and Paths

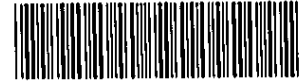
All driveways, paths and other surfaces established for vehicular or pedestrian use within each allotment shall be constructed of semi-permeable surfaces which allow oxygenation and drainage to the soil (as opposed to hard standing paving).

2.6 Façade approval for certain lots

Before proceeding with construction of a dwelling on any of lots identified as 1, 2, 3, 7 and 8 to 13 (inclusive) on the plan known as 8999PRO-U* dated February 2004, the owners shall submit to the Responsible Authority for written approval, plans showing the design and appearance particularly of the eastern façade of any proposed dwelling to be constructed on the lot and in which such plan or design particular attention shall be given to the considerations of overlooking and minimisation of loss of privacy.

2.7 Refuse collection location for Lots 1, 2, 3 and 4:

When leaving out household refuse, recyclable waste or garden waste for collection, the owners of Lots 1, 2, 3 & 4 must not leave or place the container bins in any position or location other than on the concrete pads provided along "Natures Run" for that purpose the location of which is shown as the area marked cross hatched on the annexed copy of the plan of refuse collection pads which is Annexure 2 to this Agreement ("**Plan of Refuse Collection Pads**").



2.8. Refuse collection point for Lot 5

When leaving out household refuse, recyclable waste or garden waste for collection, the owner of Lot 5 must not place the container bins in any position or location other than on the nature strip on the abutting roadway "Natures Run" and shall not at any time leave or place that container on the nature strip to or otherwise within the Court immediately abutting the northern boundary of Lot 5.

2.9 Property Owners Handbook

In the use and development of the land and each and every Lot on the Plan Owners must -

- (i) observe and comply with the directives, restraints and recommended practices set out in the "Nature's Run Environmental Living Zone Property Owners Handbook" registered with the National Library of Australia - ISBN 978-0 646-47666-7 ("Owners Handbook") and in particular those directives, restraints and recommended practices contained in the "Owner's responsibilities" section of the Owner's Handbook, and
- (ii) not sell, transfer, dispose of, assign nor mortgage or otherwise part with possession of the land or any part of it or any Lot without first providing to the intending purchaser, mortgagee or other interested party a copy of the Owner's Handbook.

3. Disclosure of Agreement

The Owners must not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the land or any part of it or any Lot

without first disclosing to the intending Purchaser, Mortgagee or other interested party the existence and nature of this Agreement and providing to such intending purchaser, transferee, assignee or mortgagee a copy of the Booklet.

4. Responsible Authority's Costs

The Owners must forthwith on demand reimburse the Responsible Authority the reasonable legal costs and expenses incurred by The Responsible Authority in relation to the negotiation, perusal, preparation, execution and registration of this Agreement and including, but without limiting the generality of the foregoing, anything necessary done by The Responsible Authority in enforcing any of the obligations or covenants imposed by this Agreement on The Owners.

5. Covenants to Run with the Land

The Covenants imposed on The Owners by this Agreement take effect as covenants which shall be annexed to and run at law and equity with each Lot on the plan and binds The Owners, their successors, assigns and transferees and the registered proprietor for the time being of any Lot on the plan or any part of any such Lot.

6. Owners' Warranty

The Owners warrant that:-

- (a) they are the registered proprietors of the land of which Lot A forms part;



- (b) there are no mortgages, liens, charges or other encumbrances or any rights inherent in any person affecting Lot A which are not disclosed by the usual searches; and
- (c) they have not, as at the date of this Agreement, granted any option or entered into any Contract of Sale in relation to Lot A or any part of it.

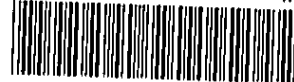
7. General Acknowledgement

The Responsible Authority and The Owners expressly acknowledge that the provisions of this Agreement do not fetter the future exercise by The Responsible Authority of any statutory discretion whether in relation to matters to be determined under the Permit or otherwise and the provisions of this Agreement must be construed accordingly.

- 8. The Responsible Authority and the Owners must do all such things, prepare and sign all such further documents as may be necessary in order to give effect to this Agreement and to ensure that this Agreement is fully implemented.

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24/09/2007 \$97 173



AF357420U

24/09/2007 \$97 173



EXECUTED AS A DEED

IN WITNESS WHEREOF the parties have hereunto

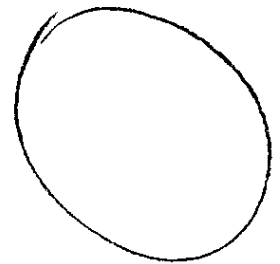
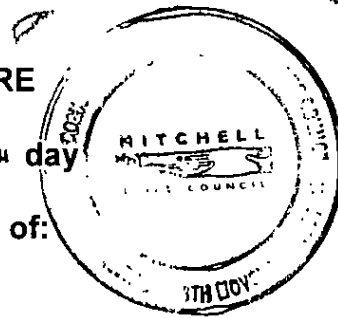
set their hands and seals the day and year first

hereinbefore written

THE COMMON SEAL of MITCHELL SHIRE

COUNCIL was hereunto affixed this 6th day

of September 2007 in the presence of:



Councillor: *Alexander*.....

Councillor: *Mastalle*.....

Chief Executive Officer: *[Signature]*.....

THE COMMON SEAL of ELLIOTS PLANT)

HIRINGS PTY LTD (ACN 004 723 791))

was affixed in the presence of authorised persons:-)

John Elliot
.....
Director

JOHN RAYMOND ELLIOT
.....

Name

8/10 THORNHURST STREET
.....

SOMERTON 3062
.....

Address



THE COMMON SEAL of J. & V. HARRIS)

HOMES PTY LTD (ACN 004 821 050))

was affixed in the presence of authorised persons:-)

John W. Harris
.....
Director

JOHN W. HARRIS
.....

Name

13 GLEN BURN RD
.....

KING LAKE 3763
.....

Address

Virginia Cheryl Harris
.....
Director

VIRGINIA CHERYL HARRIS
.....

Name

13 GLEN BURN ROAD,
.....

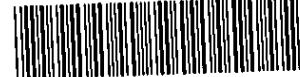
KING LAKE 3763
.....

Address



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24/09/2007 \$97 173



ANNEXURE 1

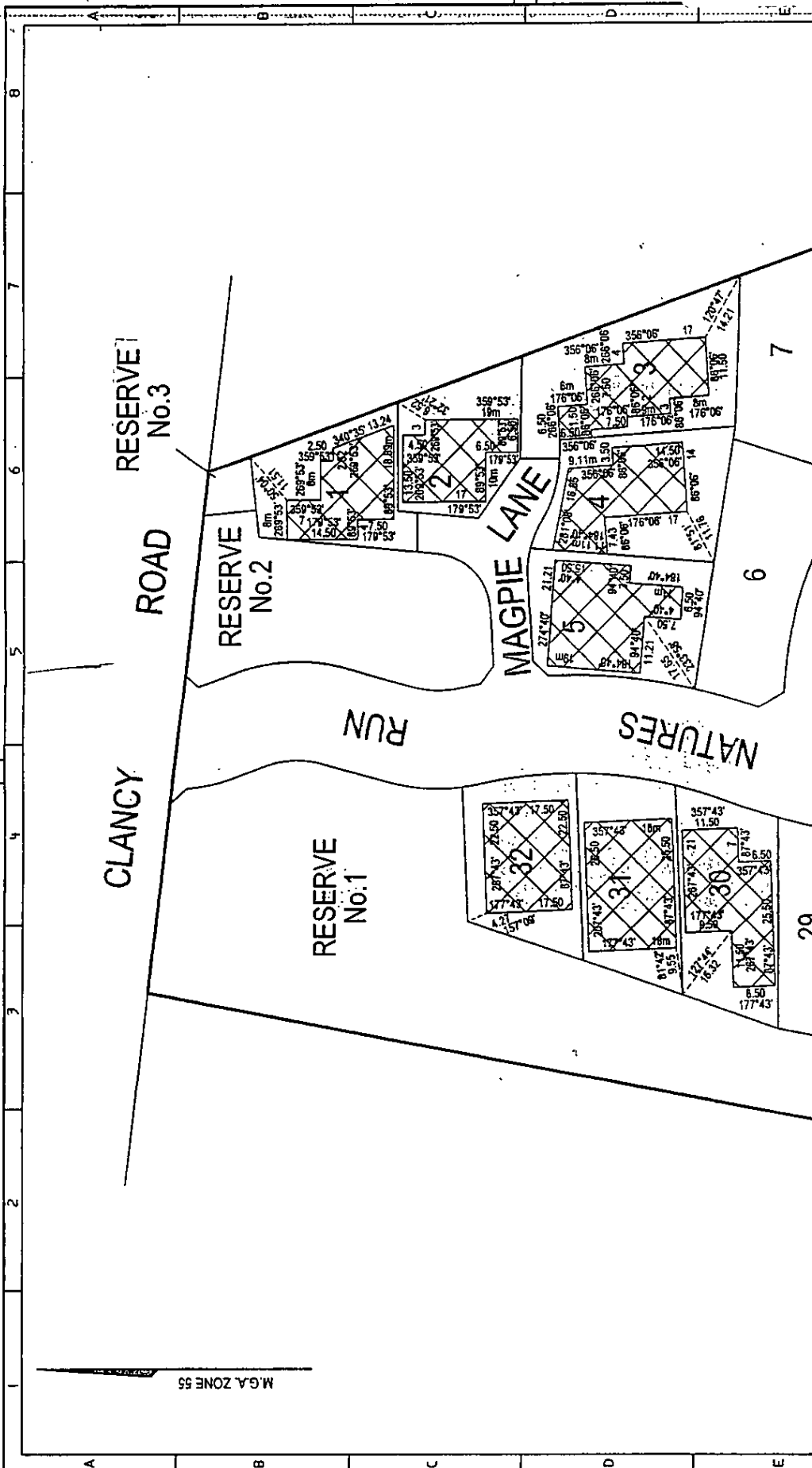
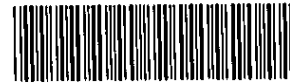


(BUILDING ENVELOPE PLAN)

AF357420U

24/09/2007 \$97

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SEE SHEET 8

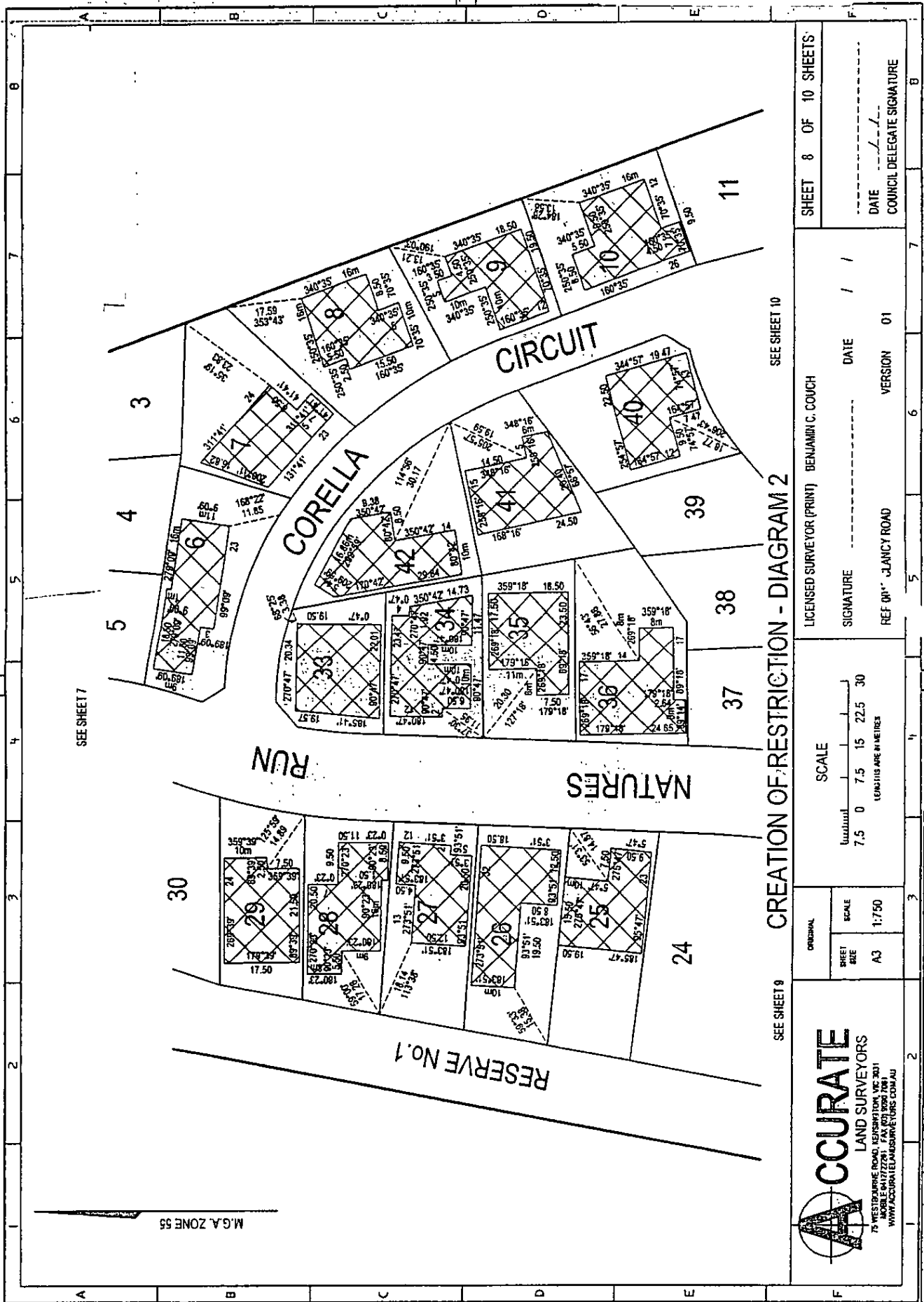
CREATION OF RESTRICTION - DIAGRAM 1

 ACCURATE LAND SURVEYORS <small>74 WESTBOURNE ROAD, KENSINGTON, VIC 3031 MOBILE 0417272781 FAX 03 9000 7061 WWW.ACCURATELANDSURVEYORS.COM.AU</small>	ORIGINAL SHEET SIZE A3 SCALE 1:750	SCALE METERS ARE IN METERS	LICENSED SURVEYOR (PRINT) BENJAMIN C. COUCH SIGNATURE _____ REF 00/10-CLANCY ROAD	DATE / / VERSION 01	SHEET 7 OF 10 SHEETS
	DATE / / COUNCIL DELEGATE SIGNATURE _____				

AF357420U

24/09/2007 \$97

173



SEE SHEET 7

SEE SHEET 10

CREATION OF RESTRICTION - DIAGRAM 2

SEE SHEET 8

SHEET 8 OF 10 SHEETS

DATE / /

COUNCIL DELEGATE SIGNATURE

LICENSED SURVEYOR (PRINT) BENJAMIN C. COUCH

SIGNATURE

REF 001 - JANCY ROAD

VERSION 01

SCALE

7.5 0 7.5 15 22.5 30

LENGTHS ARE IN METRES

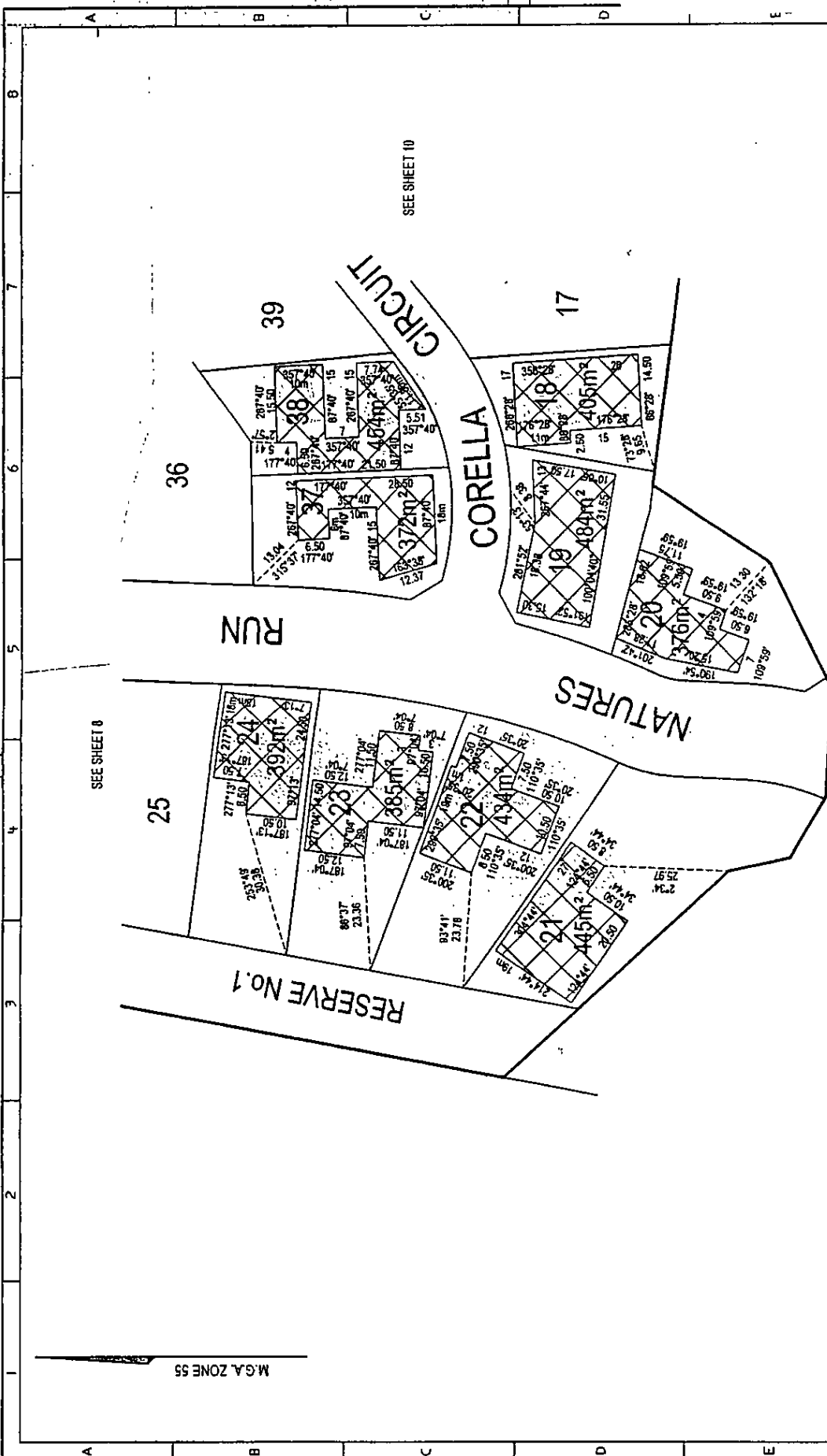
ORIGINAL	SCALE
SHEET SIZE	A3
SCALE	1:750

ACCURATE
LAND SURVEYORS

75 WESTERDALE ROAD, EASTWYcombe, VIC 3001
MOBILE 0417727261, FAX 039371 1000
WWW.ACCURATELANDSURVEYORS.COM.AU

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24/09/2007 \$97 173



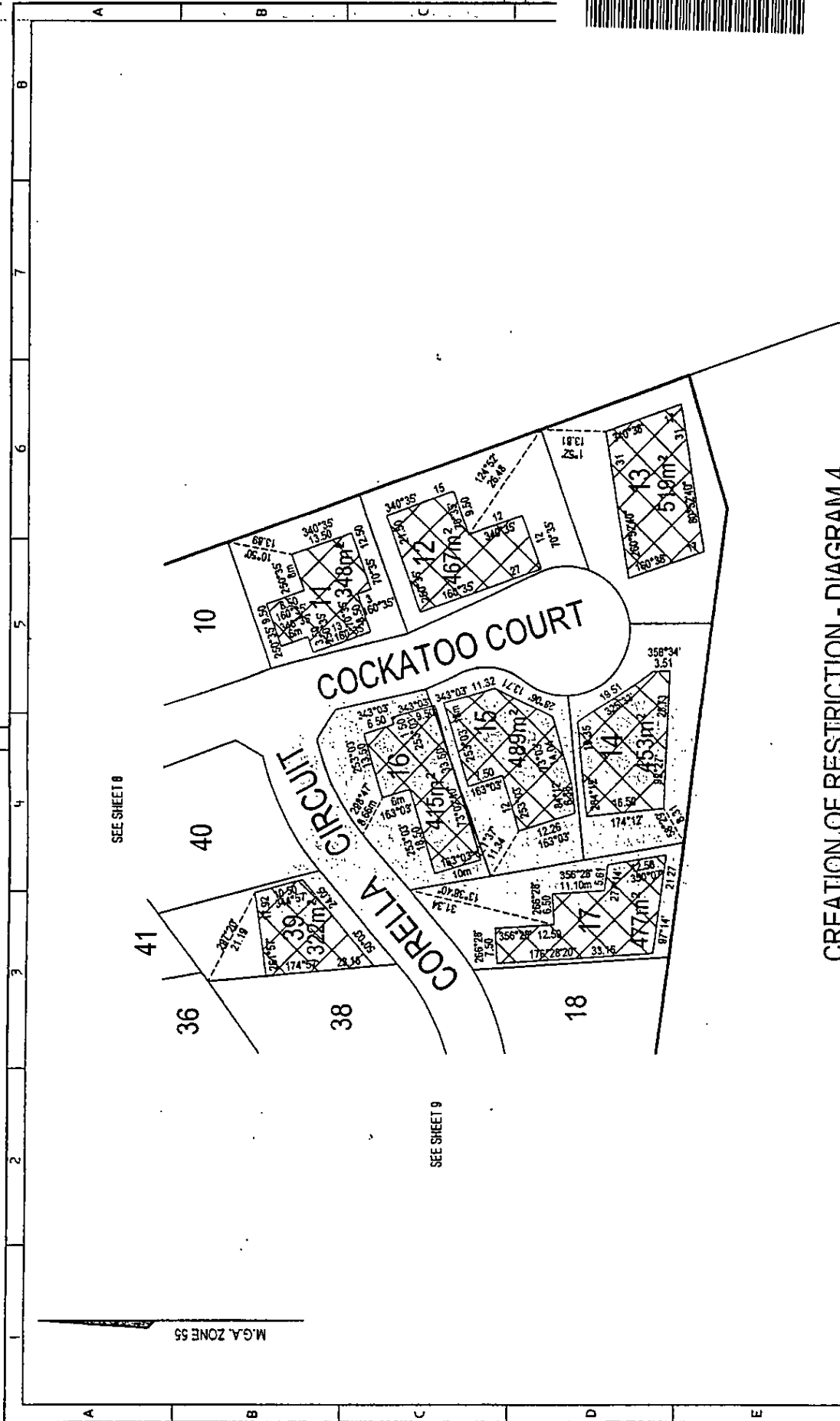
CREATION OF RESTRICTION - DIAGRAM 3

 75 WESTBOURNE ROAD, LEESDALE NSW 2111 MOBILE 0417727611 FAX 021 959 1062 WWW.ACCURATELANDSURVEYORS.COM.AU	ORIGINAL SHEET SIZE A3	SCALE 1:750	SCALE 7.5 0 7.5 15 22.5 30 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) BENJAMIN C. COUCH SIGNATURE _____ REF: 0010-CLANCY ROAD	DATE / / VERSION 01	SHEET 9 OF 10 SHEETS
	DATE / / COUNCIL DELEGATE SIGNATURE _____					

AF357420U

24/09/2007 \$97

173



CREATION OF RESTRICTION - DIAGRAM 4

 76 WESTBOURNE ROAD, KENSINGTON, VIC 3031 MOBILE 0417772811, FAX 030 4899 7061 WWW.ACCURATELANDSURVEYORS.COM.AU	ORIGINAL SHEET SIZE A3	SCALE 1:750	SCALE 7.5 0 7.5 15 22.5 30 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) BENJAMIN C. COUCH SIGNATURE _____ REF 0010-CLANCY ROAD	DATE ____/____/____ COUNCIL DELEGATE SIGNATURE _____	SHEET 10 OF 10 SHEETS
	SEE SHEET 9	SEE SHEET 8	VERSION 01	DATE ____/____/____ COUNCIL DELEGATE SIGNATURE _____	SHEET 10 OF 10 SHEETS	

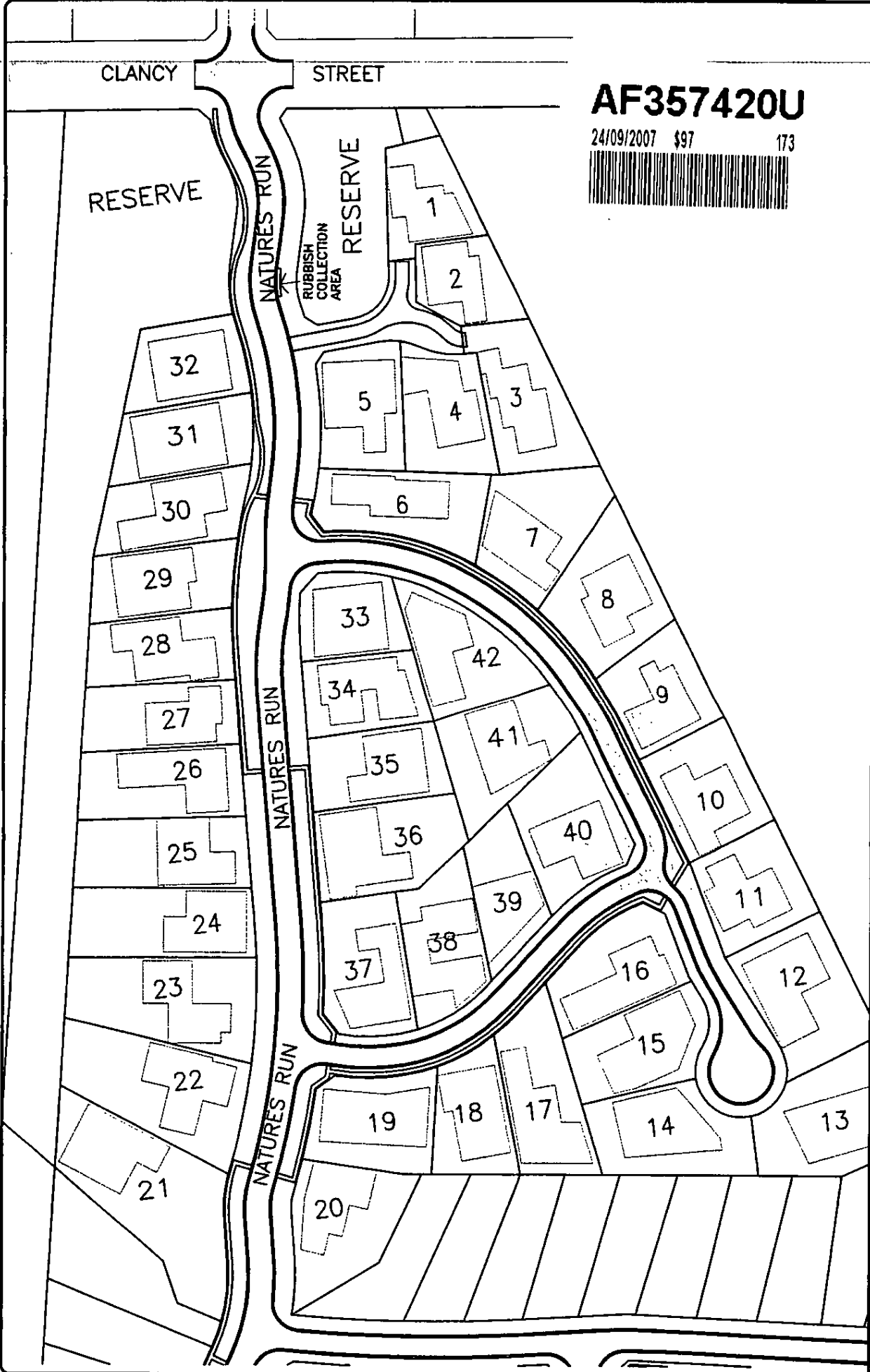
ANNEXURE-2

AF357420U

24/09/2007 \$97 173



(PLAN OF REFUSE COLLECTION PADS)



AF357420U

24/09/2007 \$97 173



PROJECT NO.	76693
SHEET NO.	7
DATE	DEC '06
SCALE	1:173
COLIN M. NANKERVIS CONSULTING ENGINEERS CIVIL AND STRUCTURAL 483 HARRISVIEW ST, BRISBANE QLD 4000 PHONE (07) 3441 4000	

U/A PLAN
 PROPOSED NEW SUBDIVISION WORKS - STAGE B
 FOR SERENITY WATERS ESTATE
 AT CLANCY STREET
 KILMORE





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1 x agreement



AD619368D



APPLICATION BY RESPONSIBLE AUTHORITY FOR THE MAKING OF A RECORDING OF AN AGREEMENT

Planning and Environment Act 1987

Lodged at the Land Titles Office by:

Name: MMR LEGAL
Address: 526 Whitehorse Road, Mitcham 3130
Customer Code: 1297Q
Ref: BD 040936-2

The Authority having made an agreement referred to in Section 181(1) of the Planning and Environment Act 1987 requires a recording to be made in the Register for the land.

Land:
Volume 10567 Folio 664 and 666

Authority:
Mitchell Shire Council, 113 High Street, Broadford 3658

Section and Act under which agreement made:
Section 173 of the Planning and Environment Act 1987

A copy of the Agreement is attached to this application



Signature:

Handwritten signature of Garry Cecil

GARRY CECIL
Chief Executive Officer
Mitchell Shire Council

COUNCIL OFFICIAL
MITCHELL SHIRE COUNCIL

3/5/05

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SECTION 173 AGREEMENT

THIS AGREEMENT is made the *3rd* day of *May*.

2005 pursuant to Section 173 of the Planning and Environment Act 1987.

BETWEEN:-

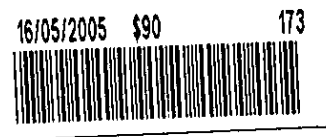


ELLIOTS PLANT HIRINGS PTY LTD (ACN 004 723 791) of 8-10 Thornycroft Street, Somerton, 3062 and **J. & V. HARRIS HOMES PTY LTD (ACN 004 821 050)** of 11 Glenburn Road, Kinglake, 3763 ("The Owners")

And

MITCHELL SHIRE COUNCIL of 113 High Street, Broadford, 3658 ("The Responsible Authority")

AD619368D



RECITALS:-

- A. The Owners are the registered proprietors and, for the purposes of the Act, the owners of Lots 1 and 3 on Plan of Subdivision Number 439878D and being all of the land comprised in Certificates of Title Volume 10567 Folio 664 and Folio 666.
- B. The Responsible Authority is the responsible authority under the Act for the administration and enforcement of the Mitchell Planning Scheme, which applies to the land.

- C. To enable the land to be subdivided and developed, the Responsible Authority granted a planning permit number P303403 on the 15th day of June 2004 authorising, inter alia, a 164 lot staged subdivision of the land a copy of which is annexed hereto and marked as Annexure 'A'.
- D. It was a condition of the permit that prior to commencement of the subdivision authorised by the permit The Owners enter into an agreement pursuant to Section 173 of the Act to make provision for the restrictions and arrangements contemplated by condition 3 of the permit.
- E. The parties enter into this Agreement in order to give effect to condition 3 of the permit and to formalise the understanding reached between the parties regarding the use and development of the land in respect of the matters dealt with by this Agreement.

THE PARTIES AGREE AND COVENANT AS FOLLOWS:-

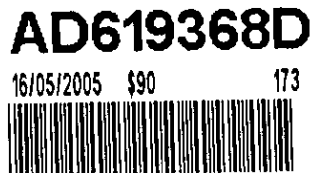
1. Preliminary to Agreement



1.1 Operation

Without limiting any operation or affect which this Agreement otherwise has, The Responsible Authority and The Owners acknowledge that this Agreement is made under Division 2 Part 9 and, in particular, Section 173 of the Act, with the intent that the burden of The Owners' covenants run with the land.

1.2 Definitions



In this Agreement, unless the contrary intention appears:-

“Act” means the Planning and Environment Act 1987;

“Responsible Authority” is the Responsible Authority under the **Act for the administration and enforcement**

“Land” means the land described in Recital A;

“Lot” means a Lot on the Plan of Subdivision;

“the Owners” means and includes the parties to this Agreement described as “The Owners” and the registered proprietor or registered proprietors for the time being of the land or any part of the land or any lot on the Plan of Subdivision;

“Permit” means the Town Planning Permit described in Recital C.

“Plan of Subdivision” means the Plan of Subdivision of the land authorised by the Permit;



1.3 Interpretation

In this Agreement, unless the contrary intention appears”-

- 1.3.1 A word importing the singular includes the plural, and vice versa;
- 1.3.2 A word importing a gender includes any other gender;
- 1.3.3 A covenant or obligation on the part of two or more persons binds them jointly and severally;
- 1.3.4 A reference to “Responsible Authority” includes its successors and assigns (including the Responsible Authority and its successors as Responsible Authority under the Act);
- 1.3.5 The word “Owners” if an owner holds the land (or an interest in the land in a trust capacity) includes the beneficiary of the trust in relation to which it holds the land or that interest. Where such a trust relationship

AD619368D

16/05/2005 \$90 173



exits, an owner in executing this Agreement does so intending to assume not only personal liability but also to bind the Trust for which it acts as Trustee.

1.4 Governing Law

This Agreement is governed by, and The Owners submit to the jurisdiction of, the Laws of the State of Victoria;

1.5 Commencement

This Agreement commences on the date of this Agreement.

1.6 Construction

If a provision of this Agreement is void, or voidable by a party, unenforceable or illegal, but would not be so if read down or severed from this Agreement, it must be so read down or severed accordingly.

2. Owners' Covenants



2.1 Pre-occupied and Secondhand Dwellings

No dwelling which is secondhand, has previously been erected or occupied elsewhere shall be transported to and re-located or re-erected on any lot.

2.2 Minimum size of dwellings

Save and except in relation to Lots 60, 61, 79 and 80 on the Plan of Subdivision, any dwelling erected on any Lot must provide no less than 100 square metres of habitable floor space.

2.3 Size of Detached Outbuildings

AD619368D

16/05/2005 \$90 173



The floor area of any detached outbuilding on any Lot must not exceed 50 square metres and the walls of such outbuilding are to be no higher than 3.05 metres above the natural surface level of the ground.

2.4 Materials for Outbuildings

Any outbuilding constructed on any lot must utilise the same cladding material as that used in the construction of the dwelling on that lot or otherwise shall be constructed of colourbond.

2.5 Fencing

Except with the written consent of The Responsible Authority, any fencing erected along the boundary of a Lot which adjoins or abuts a reserve must be a rural type fence, the materials and style of which are to be approved by the Responsible Authority.

2.6 Further Subdivision

Except for Lots 60, 61, 79 and 80, no Lot may be further subdivided.

3. Disclosure of Agreement



The Owners must not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the land or any part of it or any Lot without first disclosing to the intending Purchaser, Mortgagee or other interested party the existence and nature of this Agreement.

4. Responsible Authority's Costs

The Owners must forthwith on demand reimburse the Responsible Authority the reasonable legal costs and expenses incurred by The Responsible Authority in relation to the negotiation, perusal,

AD619368D

16/05/2005 \$90 173



preparation, execution and registration of this Agreement and including, but without limiting the generality of the foregoing, anything necessary done by The Responsible Authority in enforcing any of the obligations or covenants imposed by this Agreement on The Owners.

5. Covenants to Run with the Land

The Covenants imposed on The Owners by this Agreement take effect as covenants which shall be annexed to and run at law and equity with the Land and each Lot and binds The Owners, their successors, assigns and transferees and the registered proprietor for the time being of the whole or any part of the land or of any Lot.

6. Owners' Warranty



The Owners warrant that:-

- (a) they are the registered proprietors of the Land;
- (b) there are no mortgages, liens, charges or other encumbrances or any rights inherent in any person affecting the land which are not disclosed by the usual searches; and
- (c) they have not, as at the date of this Agreement, granted any option or entered into any Contract of Sale in relation to the Land or any part of it.

7. General Acknowledgement

The Responsible Authority and The Owners expressly acknowledge that the provisions of this Agreement do not fetter the future exercise

AD619368D

16/05/2005 \$90 173



A handwritten signature in black ink.

by The Responsible Authority of any statutory discretion whether in relation to matters to be determined under the Permit or otherwise and the provisions of this Agreement must be construed accordingly.

- 8. The Responsible Authority and the Owners must do all such things, prepare and sign all such further documents as may be necessary in order to give effect to this Agreement and to ensure that this Agreement is fully implemented.



EXECUTED AS A DEED

THE COMMON SEAL of ELLIOTS PLANT
HIRINGS PTY LTD (ACN 004 723 791)



was affixed in the presence of authorised persons:-

John Elliott
.....
Director

JOHN RAYMOND ELLIOT
.....
Name

PITCHER PARTNERS.
.....

LEVEL 6 . 161 COLLINS ST
.....
Address *MELBOURNE 3000*

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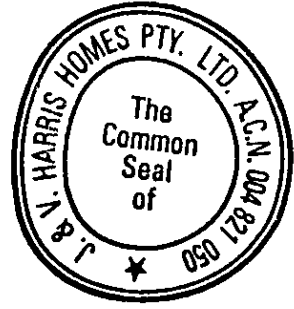


JE

THE COMMON SEAL of J. & V. HARRIS)

HOMES PTY LTD (ACN 004 821 050))

was affixed in the presence of authorised persons:-)



[Handwritten signature]

Director

JOHN W HARRIS

Name

13 GLEN BURN RD

KINGLAKE 3763

Address



Signed for and on behalf of the Mitchell Shire Council pursuant to the Instrument of Delegation issued to the Position of Chief Executive Officer by resolution of Responsible Authority on 16 November 1998

[Handwritten signature]

Garry R Cecil
Chief Executive Officer

3/5/05

Date:

AD619368D

16/05/2005 \$90 173



‘ANNEXURE A’

Planning Permit P303403



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AD619368D

16/05/2005 \$90

173



MITCHELL



SHIRE COUNCIL

Property No. 6065306000

Applicant : Banon Consultants

PLANNING PERMIT

PERMIT NO: P303403
PLANNING SCHEME: Mitchell Planning Scheme
RESPONSIBLE AUTHORITY: Mitchell Shire Council
ADDRESS OF THE LAND: 24 Graves Street Kilmore 3764
 (Lot:1 & 3 Plan:PS439878D Parish: Bylands)



THE PERMIT ALLOWS:

A 164 lot staged subdivision including the removal of 31 native trees in accordance with the endorsed plans.

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT: (71 Conditions)

- 1 Prior to the commencement of any development, a plan (plan of subdivision) must be lodged for approval by the Responsible Authority. When approved, it will be the endorsed plan under this permit. The plan must be generally in accordance with the application plan but modified to show:
 - a colour bond fence to be constructed on the southern boundary of the open space reserve common with land owned by Zammit and Hill and for landscaping to be incorporated on the subject land adjacent to the fence prior to the issue of Statement of Compliance for the stage of the subdivision contained that open space.
- 2 Prior to the development commencing, the owner must advise the Responsible Authority to its satisfaction of:
 - the proposed means of access to the site by construction vehicles; and
 - dust control measures proposed during construction.
- 3 Prior to the commencement of the subdivision the owner must enter into an agreement pursuant to Section 173 of the *Planning and Environment Act 1987*. The agreement must provide for the following matters:
 - a prohibit the relocation of transportation of a pre-occupied building and second hand dwellings onto any of the lots;
 - b each dwelling must include a minimum of 100 square metres of habitable room floorspace. This does not apply to any dwelling on Lots 60, 61, 79 and 80;
 - c detached outbuildings must not exceed a total of 50 square metres of floor area and walls must be no higher than 3.05 metres. It must be clad in the same material as the dwelling or colorbond;
 - d fencing on a reserve boundary must be of a rural type fence style to the satisfaction of the Responsible Authority except with the consent of the Responsible Authority.
 - e no lot may be further subdivided. This does not apply to Lots 60, 61, 79 and 80;

AD619368D



Date 15 June 2004

Signature for the Responsible Authority

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- f the owner must pay the costs of the preparation and registration of the agreement.
- 4 Prior to the issue of certification of Stage 1 of the subdivision, the permit holder shall provide a building envelope plan for Lot 10 in accordance with Standard C20 of Clause 56.06 of the Mitchell Planning Scheme.
- 5 This permit will expire if the subdivision hereby permitted is not certified within four years from the approval date. Any extension of that time must be made in writing before or within three months after the expiry of the permit. If the subdivision is staged, all stages must be certified prior to the planning permit expiring.
- 6 The layout of the subdivision and the size and dimensions of the proposed allotments shall conform generally with the endorsed plan.

Public Open Space Works

- 7 Infrastructure on the public open space as shown on the endorsed plans should include:
- A walking track two (2) metres wide with an unsealed surface from Green Street in a southerly direction to the area south of the retarding basin along the southern boundary of the reserve to its eastern end terminating at the north south internal subdivision road south of Lot 75 then, from the area near lot 69 in a northerly direction along the proposed reserve to the northern boundary of the development adjacent to lot 94;
 - A pedestrian footbridge across the creek south of Green Street. The pedestrian footbridge is to be a low structure designed to accommodate a one-year rainfall event. The bridge is to include handrails and all designed to the Council's satisfaction.
 - The area along the creek to be cleaned up and planted out to the satisfaction of the Council.
 - An access link to be provided from the subject land entrance at Green Street to the Kilmore Creek Reserve area.
 - All open space reserves shall be transferred to Council at no cost.
 - The subdivision must not be commenced until an agreement is entered into with the Responsible Authority with respect to the fencing of any lands set aside for public open space/municipal and recreation purposes and vesting in the Council.

8 The applicant shall prepare a lineal recreation and neighbourhood park strategy to the satisfaction of the Responsible Authority prior to Statement of Compliance of Stage One, to incorporate:

- A creek rehabilitation program;
- A multi purpose trail scheme;
- Park benches and drinking fountains;
- Boundary and safety fences;
- Tree planting, erosion controls and landscaping to the satisfaction of the Responsible Authority



Date 15 June 2004

Signature for the
Responsible Authority

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- a The applicant shall complete all works necessary and supply all materials, furniture and fencing in accordance with the approved plan. The program for the construction of works and the supply of materials, furniture and fencing must be agreed to by the Responsible Authority prior to release of the Statement of Compliance for Stage 1.
- b Where works are deferred due to a practical construction program, the applicant shall lodge a bond or security based on the progressive equivalent cost as required by the Responsible Authority.

Drainage

- 9 Drainage plan for development be prepared encompassing all of the subject land (including the proposed retarding basin) and Green Street. The drainage plan to follow water sensitive urban design practices including retention and cleansing. The plan is to be submitted to and approved by the Responsible Authority prior to the commencement of the subdivision.
- 10 Drainage works to be carried out in accordance with plans and specifications submitted to and approved by the Responsible Authority. The design of drainage works are to:
 - Incorporate Water Sensitive Urban design principles of retardation and cleansing. Provide for a legal point of discharge for each allotment.
 - In general underground drainage shall provide for a 5 year return frequency subject to alterations to incorporate water sensitive urban design principles.
 - Provision shall be made for a 100-year return frequency without causing flooding of private land not subject to drainage easements. Similar provision shall be made for spillway design on retarding basins.
 - Prior to the issue of a Statement of Compliance, each allotment in the subdivision shall be provided with a drainage connection point in accordance with Council's adopted developmental guidelines. All drainage works shall be designed and constructed to the satisfaction of the Responsible Authority.

Construction

- 11 The permit holder shall fully construct all streets, street drainage collections, pathways and ancillary works in accordance with the approved plans. Construction shall include:
 - Reinstatement, backfill and levelling of service trenches and excavations;
 - Application of top soil and seeding of nature strips;
 - Grading, profiling and reinstatement of adjoining lots where cut and fill is required to provide a suitable street aspect;
 - Provision of property vehicle access as required by the Responsible Authority;
 - Reinstatement of storage compounds, construction plant movement areas and natural surface;
 - Termination points of streets for each stage shall incorporate:



Date 15 June 2004

Signature for the
Responsible Authority

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- Traffic turning areas
- Concrete edge strips
- Barrier signage
- and erection of signs, line markings and kerb inscriptions shall be completed.



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- 12 The permit holder shall provide an endorsed "as constructed plan" without charge to Mitchell Shire Council indicating the location of all underground services and markings located within the road reserves.
- 13 The permit holder shall reinstate and maintain all service trenches for a period of not less than 3 months.
- 14 Traffic calming and safety measures shall be provided to all internal subdivision roads, as agreed and subject to the Approval of the Responsible Authority. Prior to the issue of a Statement of Compliance, the designers (for the applicant) shall demonstrate that suitable traffic controls are in place such that safe traffic speeds will generally be maintained within the subdivision in keeping with current road rules and traffic practices.
- 15 The applicant shall make all necessary provisions for hardstanding and washdown areas for delivery and construction vehicles and provisions to ensure mud is not deposited on roads or footpaths from vehicle tyres.
- 16 The applicant shall make all necessary provisions for erection of signs, reflective tape safety barriers and/or lighting of the temporary compound within the road reserves.
- 17 The applicant shall reinstate any damaged footpath, naturestrip or kerb and channel and any other infrastructure as directed or required by the Responsible Authority, for all works associated with this permit.
- 18 Roads shall be constructed in accordance with plans and specifications submitted to and approved by the Responsible Authority. The road shall be to the following standards:
 - Except with the consent of the Responsible Authority, performance measures included in Clause 56 of the State Planning Policy Framework.
 - Edge treatments shall be concrete strips or SM2 kerb profile as appropriate to incorporate water sensitive design principles.
- 19 Footpaths shall be provided as follows:
 - all courts, streets and access ways shall include a footpath to at least one side of the road reserve;
- 20 Prior to the issue of a Statement of Compliance the landowner shall pay to the Council a sum equal to 3.25% of the construction costs of all road and drainage works. The costs shall be certified by the Developer by submitting a priced schedule of works supplied by the successful contractor.

Date 15 June 2004

Signature for the
Responsible Authority

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Page 4 of 10

Planning & Environ

AD619368D

16/05/2005 \$90 173



- 21 The permit holder shall supply, plant, fence and maintain a street tree for each lot frontage and signage. Trees shall be of a species approved by the Responsible Authority and located so as not to reduce sight distance at intersections. The number of trees may be varied subject to approval of the Responsible Authority to take account of the mature size of the trees.
- 22 All nature strips shall be top soiled with 100mm of top soil minimum and shall be seeded.
- 23 Street lighting shall be provided in accordance with Standard C40m Clause 56 of the SPPF and in accordance with AS 1158.1.1 -1997 and to the satisfaction of the Responsible Authority.
- 24 All works including service trenches shall be maintained for 3 months after the Responsible Authority approves practical completion.
- 25 All works shall be carried out to a high standard, to the satisfaction of the Responsible Authority and in accordance with plans approved by the Responsible Authority. It is anticipated and expected that detailed design standards and requirements will be discussed with Council's Infrastructure Unit prior to submission of design plans.
- 26 All works shall be carried out in accordance with sound up to date engineering practice including but not limited to:
 - occupational health and safety standards
 - appropriate road signage and safety features
 - sediment control provision
 - provision of temporary access where necessary
 - provision of cleansing of construction vehicles before such vehicles exit the site
- 27 No more than 31 native trees shall be removed as a result of the proposed development in accordance with the recommendations of the Flora and Fauna Assessment prepared by Tree Tactics dated 10 July 2003. All recommendations contained within the report must be undertaken prior to the release of the final stage of the subdivision to the satisfaction of the Responsible Authority.
- 28 The names of all proposed roads shall be in accordance with the endorsed plan forming part of this permit.
- 29 Before the Certification of the subdivision plan, the applicant must provide street numbering of individual lots to the satisfaction of the Responsible Authority
- 30 The construction of any dwelling or other building for residential purposes shall not be commenced on any lot of the subdivision until a Statement of Compliance has been issued releasing the relevant lot in accordance with the requirements of the Subdivision Act 1988.
- 31 A weed control programme must be prepared to the satisfaction of the Responsible Authority. The programme must be initiated to the satisfaction of the Responsible Authority prior to the issue of a Statement of Compliance for a particular stage in relation to all the land within that stage. Implementation of the program must continue by the developer in relation to public land



Date 15 June 2004

Signature for the
Responsible Authority

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AD619368D

16/05/2005 \$90 173



in a particular stage for a period of six months after the issue of a Statement of Compliance for that stage.

- 32 Reticulated underground electricity must be made available to each lot to the satisfaction of the Responsible Authority prior to any lot being used for residential purposes.

Country Fire Authority



Access

- 33 There must be no obstructions within one metre of the edge of the formed width of roads at any time, and there must be four metres height clearance above all roads to allow fire vehicle access.

Water Supply

- 34 Fire hydrants must be supplied to the satisfaction of the CFA. The hydrants must be located within 120 metres of every building envelope with the spacing between hydrants being a maximum of 200 metres.
- 35 Fire hydrants must be clearly identified with the Fire Service Guideline -Identification of Street Hydrants for Fire Fighting Purposes.

Protective Features

- 36 Areas of Public Open Space must be managed in a minimum fuel condition, during the fire danger period.

Goulburn-Murray Water

- 37 Prior to the issuing of a Statement of Compliance for each stage, a Construction Site Environmental Management Plan for that stage must be prepared and implemented to the satisfaction of the Responsible Authority and Goulburn-Murray Water. The plan must incorporate sediment control measures following the principles outlined in "Construction Techniques for Sediment Pollution Control" (EPA, 1991).
- 38 Prior to the issuing of a Statement of Compliance for Stage 1, a Stormwater Management Plan must be prepared for the entire subdivision to the satisfaction of the Responsible Authority and Goulburn-Murray Water. The plan must be prepared in accordance with the principles outlined in "Urban Stormwater: Best Practice Environmental Management Guidelines" -(Victorian Stormwater Committee, 1999).
- 39 The plan must be implemented to the satisfaction of the Responsible Authority and Goulburn-Murray Water as each stage is released for development.
- 40 All allotments must be serviced with Goulburn Valley Water's reticulated water and sewerage systems.

Date 15 June 2004

Signature for the
Responsible Authority

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Page 6 of 10

Planning & Environment Regulation

AD619368D

16/05/2005 \$90 173



41 Prior to any works commencing, the applicant must make application to Goulburn-Murray Water for the Construction and Operation of a Dam on a waterway.

Telstra

- 42 That the applicant enters into an agreement with Telstra or other licensed -telecommunications carrier for the satisfactory provision of telephone cable reticulation one (1) metre into each created allotment.
- 43 That the plan of subdivision submitted for certification be referred to Telstra or other licensed telecommunications carrier, whichever is appropriate, in accordance with Section 8 of the *Subdivision Act 1988*.
- 44 Set aside on the plan of subdivision, reserve/s satisfactory to Telstra, for Telecommunications substation/s if required.
- 45 That the applicant pay to Telstra, the reasonable cost of any works necessary, as a result of the subdivision, to remove, or alter the position of any existing facility on the subdivision, or any adjacent land of Government Road, pursuant to Section 91(1) & (2) of the *Australian Telecommunications Corporation Act 1989*.

TXU Networks Ltd

- 46 The plan of subdivision submitted for certification must be referred to TXU Electricity Ltd in accordance with Section 8 of the subdivision Act 1988.
- 47 The applicant must enter into an agreement with TXU Electricity Ltd for supply of electricity to each lot on the endorsed plan.
- 48 The applicant must enter into an agreement with TXU Electricity Ltd for the rearrangement of the existing electricity supply system.
- 49 The applicant must enter into agreement with TXU Electricity Ltd for the rearrangement of the points of supply to any existing installations affected by any private electric power line which would cross a boundary created by the subdivision, or by such means as may be agreed by TXU Electricity Ltd.
- 50 The applicant must provide easements satisfactory to TXU Electricity Ltd for the purpose of "Power line" in the favour of "Electricity Corporation" pursuant to Section 44 and Schedule 2 of the *Electricity Industry Act 1993*, where easements have not been otherwise provided, for all existing TXU Electricity Ltd electric power lines and for any new power lines required to service the lots on the endorsed plan and/or abutting land.

Department of Sustainability and Environment

51 No polluted and/or sediment laden run-off is to be discharged directly into any watercourse. All stormwater and run-off is to be disposed of via a drainage system in a manner that is to the satisfaction of the Responsible Authority.

Date 15 June 2004

Signature for the
Responsible Authority


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Page 7 of 10

Planning & Environ

AD619368D

16/05/2005 \$90 173



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From www.planning.vic.gov.au at 19 March 2025 12:29 PM

PROPERTY DETAILS

Address: **28 CANDLEBARK CLOSE KILMORE 3764**
 Lot and Plan Number: **Lot 114 PS531432**
 Standard Parcel Identifier (SPI): **114\PS531432**
 Local Government Area (Council): **MITCHELL**
 Council Property Number: **124035**
 Planning Scheme: **Mitchell**
 Directory Reference: **Melway 615 H8**

www.mitchellshire.vic.gov.au

[Planning Scheme - Mitchell](#)

UTILITIES

Rural Water Corporation: **Goulburn-Murray Water**
 Urban Water Corporation: **Goulburn Valley Water**
 Melbourne Water: **Outside drainage boundary**
 Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **NORTHERN VICTORIA**
 Legislative Assembly: **EUROA**

OTHER

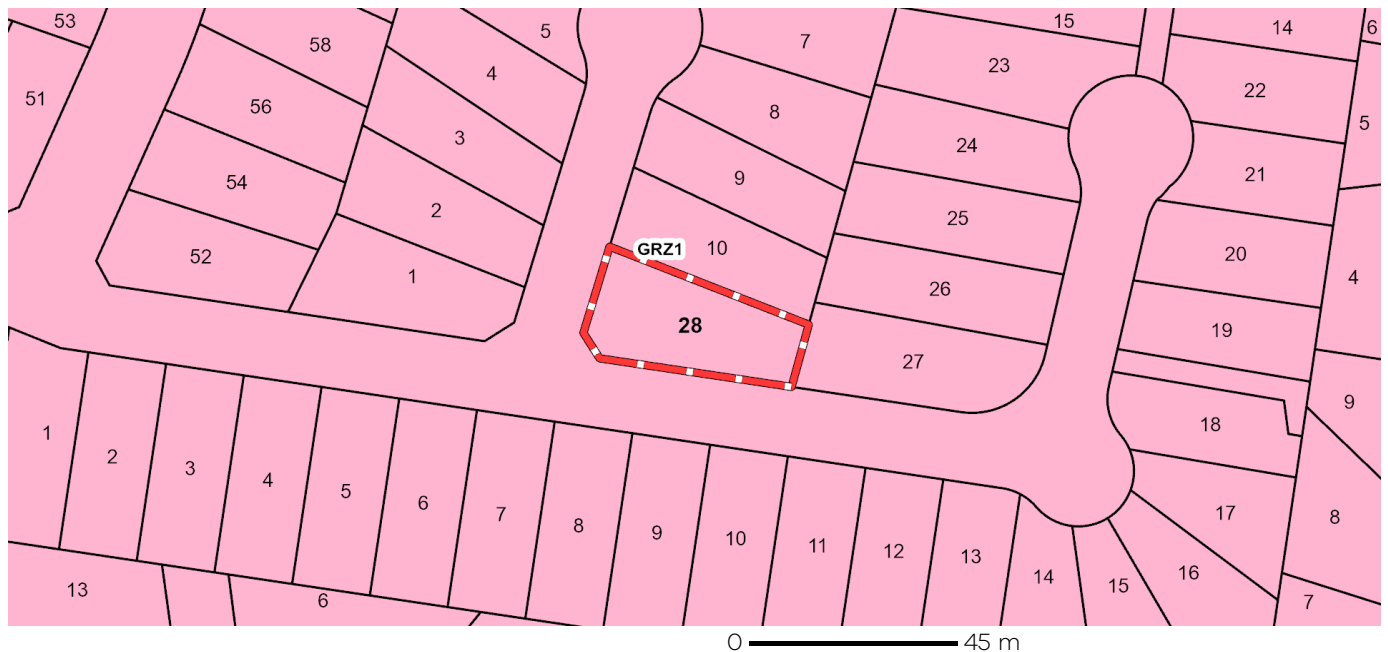
Registered Aboriginal Party: **Taungurung Land and Waters Council Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

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

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



GRZ - General Residential

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

Planning Overlays

No planning overlay found

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Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

Further Planning Information

Planning scheme data last updated on 13 March 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>

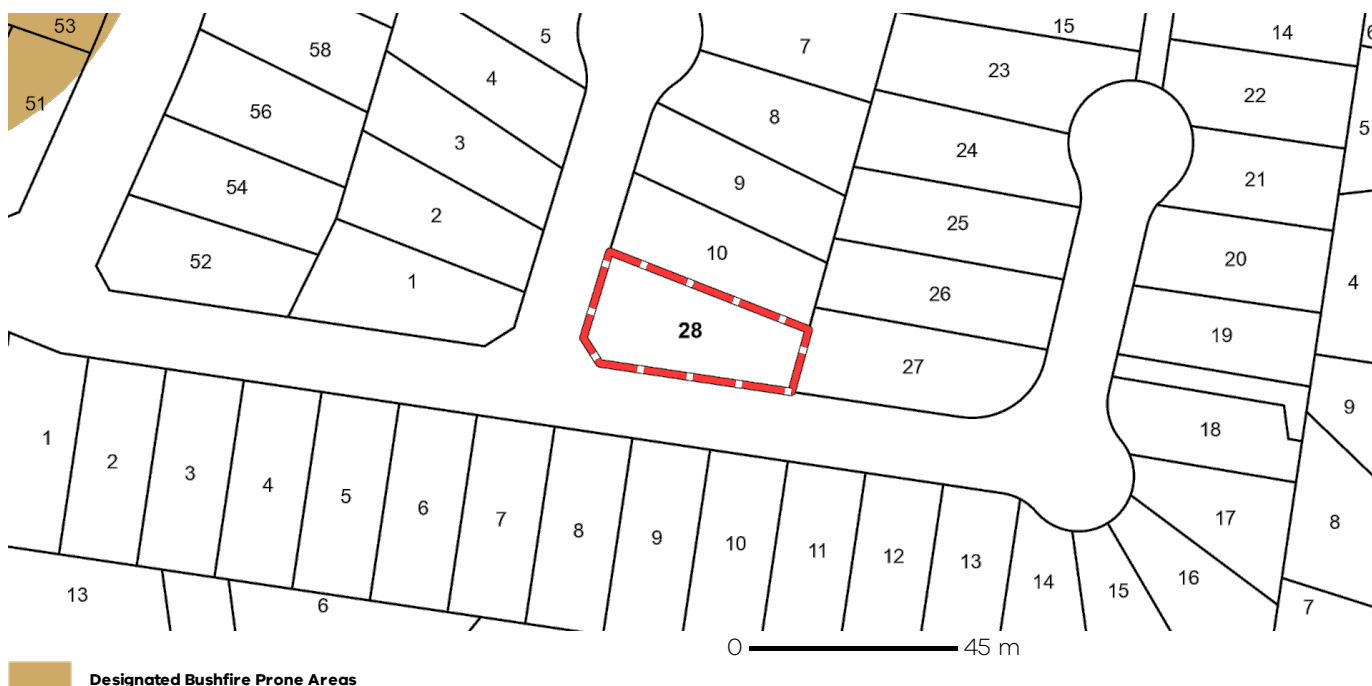
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

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

From www.land.vic.gov.au at 19 March 2025 12:29 PM

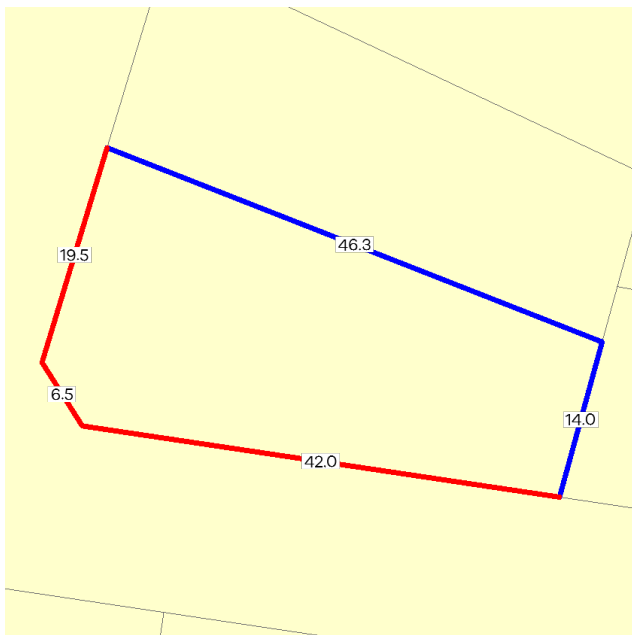
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Local Government Area (Council): **MITCHELL**
Council Property Number: **124035**
Directory Reference: **Melway 615 H8**

www.mitchellshire.vic.gov.au

SITE DIMENSIONS

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



Area: 880 sq. m

Perimeter: 128 m

For this property:

— Site boundaries

— Road frontages

Dimensions for individual parcels require a separate search, but dimensions for individual units are generally not available.

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

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

UTILITIES

Rural Water Corporation: **Goulburn-Murray Water**
Urban Water Corporation: **Goulburn Valley Water**
Melbourne Water: **Outside drainage boundary**
Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **NORTHERN VICTORIA**
Legislative Assembly: **EUROA**

PLANNING INFORMATION

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

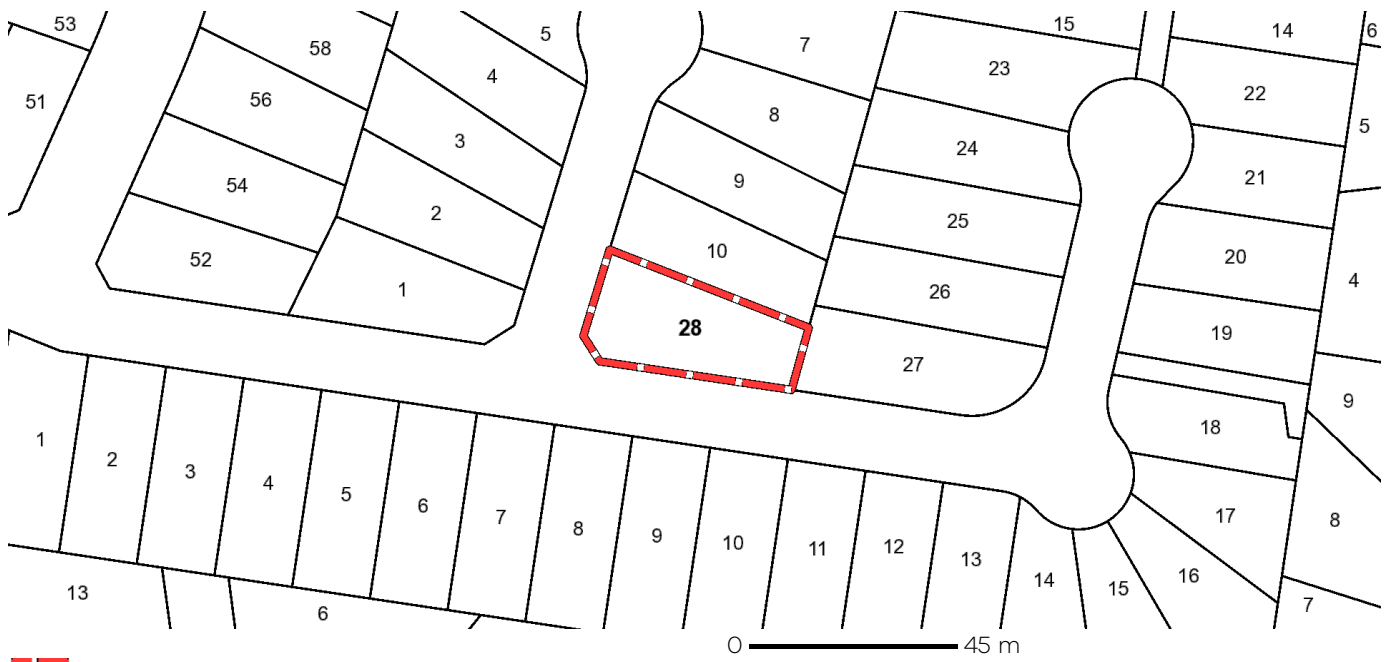
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

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

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

Area Map



 Selected Property



BUILDING PERMIT

Building Act 1993, Building Regulations 2018
Regulations 56, Form 2

Building Permit Number –7538234676142

<u>ISSUED TO¹</u>			
Owner/Agent	Rhonda Lea Grech		
Postal Address	28 Candlebark Close KILMORE VIC 3764		
Contact Person		Telephone No.	0438 514 734
Email Address			
<u>OWNERSHIP DETAILS</u>			
Owner	Rhonda Lea Grech		
Address	28 Candlebark Close KILMORE VIC 3764		
Contact Person		Telephone No.	0438 514 734
Email Address			
<u>PROPERTY/DETAILS</u>			
Address	28 Candlebark Close KILMORE VIC 3764		
Title Details	Lot:114 LP/PS: 531432 CA: Sec: Vol: 12019 Fol: 857 Parish:		
Municipal District	Mitchell Shire Council	Property No	124035
<u>BUILDER²</u>			
Name	Owner Builder		
Address	As Above	Telephone No.	
<u>DETAILS OF BUILDING PRACTITIONERS AND ARCHITECTS</u>			
(A) To be engaged in the building work ³			
Rhonda Lea Grech			
(B) Who were engaged to prepare documents forming part of this application for this permit ⁴			
Tegan Mostafanejad PE0006647			
<u>DETAILS OF DOMESTIC BUILDING WORK INSURANCE⁵</u>			
Issuer	Not Applicable	Policy No	Not Applicable
Owner Builder	Yes	Certificate of Consent No:	Not Applicable
<u>DETAILS OF RELEVANT APPROVAL</u>			
Planning Permit No.	Not Applicable	Issue Date	Not Applicable
<u>NATURE OF BUILDING WORK</u>			
Nature	Construction of a shed		
Storeys Contained	N/A		
Rise in Storeys (Class 2-9) Only	N/A		
Effective Height	N/A		

Type of Construction Version of BCA applicable to Permit	2019
Stage of building work permitted	Not Applicable
Cost of building work	\$9800.00
Total floor area of new building work	49.00m ²

BUILDING CLASSIFICATION

Class10a Construction of a shed

PERFORMANCE SOLUTION

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building to which this permit applies:

Relevant performance requirement	Details of Performance Solution
Not Applicable	Not Applicable

BUILDING APPEALS BOARD DETERMINATIONS AND ORDERS

The following determinations and orders of the Building Appeals Board (**the BAB**) relate to the building work to which this permit applies:

Date of determination or order	Determination or order	Section of the Building Act 1993 under which application to BAB made
Not Applicable	Not Applicable	Not Applicable
Not Applicable	Not Applicable	Not Applicable

PRESCRIBED REPORTING AUTHORITIES

The following bodies are prescribed reporting authorities for the purposes of the application for this permit in relation to the matters set out below:

Reporting authority	Matter reported on or consented to	Regulation no.
Not Applicable	Not Applicable	Not Applicable

COMBINED ALLOTMENT DETERMINATION

A determination has been made under regulation 64(1) in relation to the building work that is the subject of this permit. **Not Applicable**

SUBDIVISION OF EXISTING BUILDING

This building permit authorises building work that involves the subdivision of an existing building. An exemption has been issued under regulation 231 in relation to the building work that is the subject of this permit. **Not Applicable**

ANNEXURE B

BUILDING PERMIT CONDITIONS ARE AS FOLLOWS:-

1. This Building Permit does not in any way form part of, or relates to any other existing structure or building works on the allotment and does not form part of this Building Permit.
2. No variation from the approved plans and documents shall be permitted without the written consent of the Relevant Building Surveyor. (Mitchell Shire – Building Department)
3. **This building is not to be used as a HABITABLE building (it's not suitable for human habitation) at any time without a Building permit being issued for a change of use. It must not contain facilities that could be used for sleeping.**
4. All building works in relation to this building permit shall be carried out in accordance with the requirements of the relevant Building Act 1993, Building Regulations 2018, National Construction Code 2016, Australian Standards and Council by Laws as well as the work scope detailed in the relevant Building Permit documentation approved.
5. The owner/builder is to ensure that this office has been given 24 hours notice for any inspection booking, prior to any building inspections being carried by the relevant building surveyor or registered building inspector/practitioner. Inspection must be booked through the office administration staff between the hours of 8.30am and 4.30pm Mondays to Friday.
6. This building permit has allowed for a maximum of (3) four building inspection in total, any additional inspections thereafter will incur an inspection fee of \$160.00 per additional inspection thereafter. And additional inspection fees must be paid prior to any further building inspections being carried by this office, including the Final Inspection.

PLEASE NOTE:

1. The building permit is deemed to have commenced from the date of the 1st building inspection of the approved building work.
2. Building works are not started/commenced within 12 months of the issued date, then the permit has lapsed and the fee is not refundable.

7. Building site signs

Building Regulations 2018 require the person in charge of the building work to display a site sign on all building sites, which include as the following:

- The registered numbers and contact details of the builder; and
- The registered numbers and contact details of the building surveyor; and
- The building permit number and issue date. (**Building site signs example**)



8. The owner and/or builder shall be responsible to verify/define via a qualified/licensed land surveyor the true and correct title boundaries of the allotment prior to commencement of construction.
9. The approval hereby given does not in anyway obviate the necessity to comply with any covenant that may affect the land.
10. The owner/s of the building is required and is responsible to monitor trees and plants/vegetation on the allotment that may cause faults or distress to the footing/building.
11. **The owner/s and or builder must complying with AS 1530; And to ensure that building/construction materials to be used for the construction of the dwelling, complies the bush fire requirements in accordance with the provisions of the National Construction**

Code Series 2016, Part 3.7.4, Table 3.7.4.1. and AS-3539 for the nominated Bushfire Attack Level BAL 12.5. Please refer to the attached Bushfire Prone Assessment report.

12. The owner/s must ensure that all surface and subsurface water be graded away from the perimeter of the footing and building, in accordance with the National Construction Code 2016 and Foundation & Footing Maintenance Guide. The Owner is responsible to ensure that drainage is maintained at all times around the footing and building area, with all water run off collected and removed via silt pits to the legal point of discharge. At no time should water be allowed to pond against the footing & building area.

13. Storm water pipes, down pipes together with any agricultural pipes, silt pits, etc are to be installed in accordance with the plumbers industry boards standards and connected to the Legal Point of Discharge (L.P.D) as specified by the Local Drainage (Council) Authorities.

14. The following Certificates of Compliance to be submitted to this office prior the issue of a Certificate of Final Inspection:-

- a) Electrical Certificate of Compliance. **If Required**
- b) Plumbing Certificate of Compliance. **If the plumbing works are \$750.00 or more in value.**

DISCLAIMERS:

- A.** We the owners and/or agent of owners have read in its entirety and fully acknowledge the conditions of this building permit, and hereby discharge and indemnify Mitchell Shire Council and its employees/officers from any and all loss, damages, expenses, claims, demands, actions and causes whatsoever which might be made or instituted or suffered or incurred or sustained by any person or body for injury, loss damage or financial loss arising from any unapproved amendments, changes to the design and documentation relating to this building permit, and any unforeseen, invisible or unknown matters, and actions caused by the owners and agent of owners, body or persons related to the development/building works in relation to this building permit and building work, during and after completion of works without the authorisation of the Mitchell Shire Council and the Relevant Building Surveyor.
- B.** We the owners and/or agent of owners acknowledge that we have disclosed to Mitchell Shire Council Building Services Department and to the Relevant Building Surveyor that the information provided is true and correct in relation to the application form, building plans & documentation, and of any known site problems, defects, amendments including any future site/allotment changes that will or may occur to the development/building works related to this building permit, and will at all times notify Mitchell Shire Council/Building Services Department and the Relevant Building Surveyor in writing of all/any changes that will or may occur during or after the completion of building works related to this building permit.

BUSHFIRE CONSTRUCTION CERTIFICATION

(IN REGARDS TO THE BUILDING CONDITION No. 11)

I, the owner/builder.....

do hereby certify that the building/dwelling at:

No. Street/Road

Suburb/Town Postcode

has been constructed in accordance with Condition No.11 of the Building

Permit No.

Signature:.....

Date:/...../.....

PLEASE NOTE:

1. An Asset Protection permit may be required for this project. Please contact Council's Local Laws Department on telephone 57346375 prior to commencing any work having a value in excess of \$5000.00
2. The building permit is deemed to have commenced from the date of the 1st building inspection of the approved building work.
3. Building works are not started/commenced within 12 months of the issued date, then the permit has lapsed and the fee is not refundable.

Building Act 1993
Section 238(1)(a)
Building Regulations 2018
Regulation 126

MITCHELL SHIRE COUNCIL
BUILDING PERMIT

All building works to comply with
Building Act 1993 and Building Regulations 2018
PERMIT NO. 7538234676142
DATE OF ISSUE 14 JUNE 2023

CERTIFICATE OF COMPLIANCE FOR PROPOSED BUILDING WORK

This certificate is issued to Relevant Building Surveyor

Postal address

This certificate is issued in relation to the proposed building work at:

Address of Grech – 28 Candlebark Close Kilmore

Relevant Building Surveyor: Ryan Elliot BSU-29425

CONDITIONAL: Subject to terms listed on the
Building Permit Documentation

For inspection appointments phone: 03 5734 6200

Nature of proposed building work

Construction of Skillion Garage – 6.5mW Skillion + 600mmW eave to one side only x 7.69mL (3xbays) x 3.03mH (high side) - 5° roof pitch

Building classification

Part of building ALL PARTS NCC BCA Vol 2 Classification CLASS 10A. Wind region A, Terrain Category 2.5.

Prescribed class of building work for which this certificate is issued:

Design or part of the design of building work relating to Structural matter

Documents setting out the design that is certified by this certificate

Drawing nos.	181546 S1, S2, S3 Rev B	Prepared by:	Shed City	Date:	Mar 2023
Drawing nos.		Prepared by:		Date:	
Computations		Prepared by:		Date:	
Computations		Prepared by:		Date:	
Computations		Prepared by:		Date:	
Computations		Prepared by:		Date:	

Additional Requirements:

None.

The design certified by this certificate complies with the following provisions of Building Act 1993, Building Regulations 2018 or National Construction Code

Act, Regulation or NCC	Section, Regulation, Part, Performance Requirement or other provision
AS 1170.0	Structural Design Actions Part 0: General Principles
AS 1170.1	Structural Design Actions Part 1 Permanent, imposed and other actions
AS 1170.2	Structural Design Actions Part 2 Wind Actions
AS 3600	Concrete structures code
AS 3700	Masonry Code
AS 4100	Steel Structures Code
AS 2870	Residential Slabs and Footings -Construction
AS 4600	Cold-formed Steel Structures Code

I prepared the design, or part of the design, set out in the documents listed above.

I certify that the design set out in the documents listed above complies with the provisions set out above.

I believe that I hold the required skills, experience and knowledge to issue this certificate and can demonstrate this if requested to do so.

Endorsed building engineer

Name: Tegan Mostafanejad BEng, MIEAust, CPEng, NER 3001623, RPEQ 20275, RPEV PE0006647.

Address: 23 Gochean Ave, Bentley WA 6102.

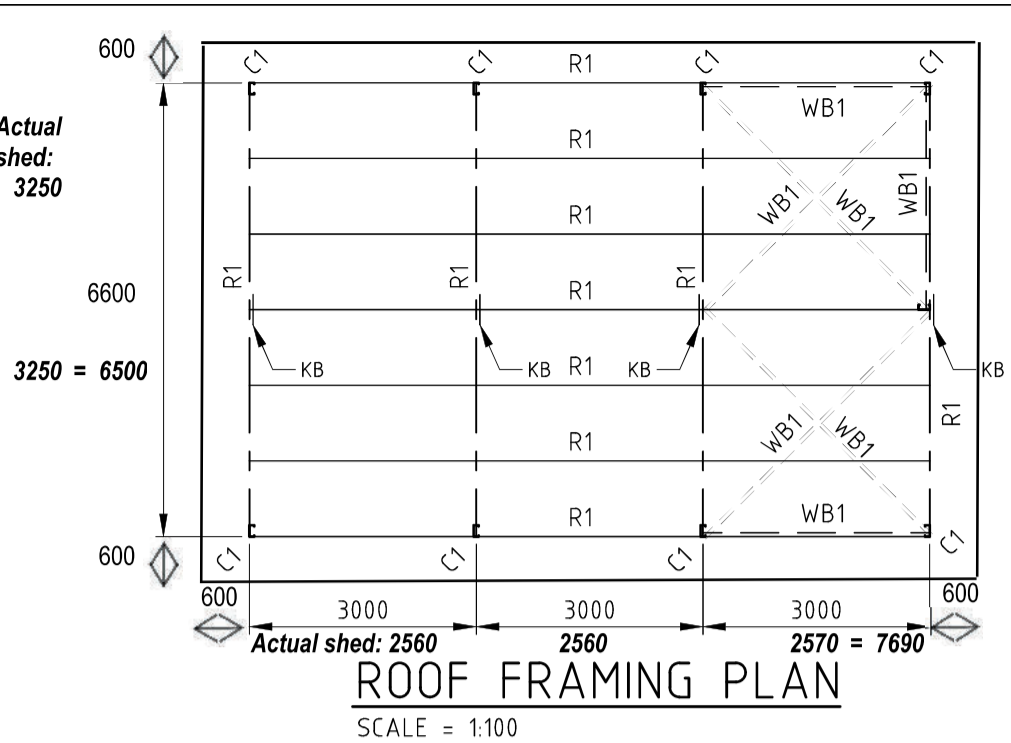
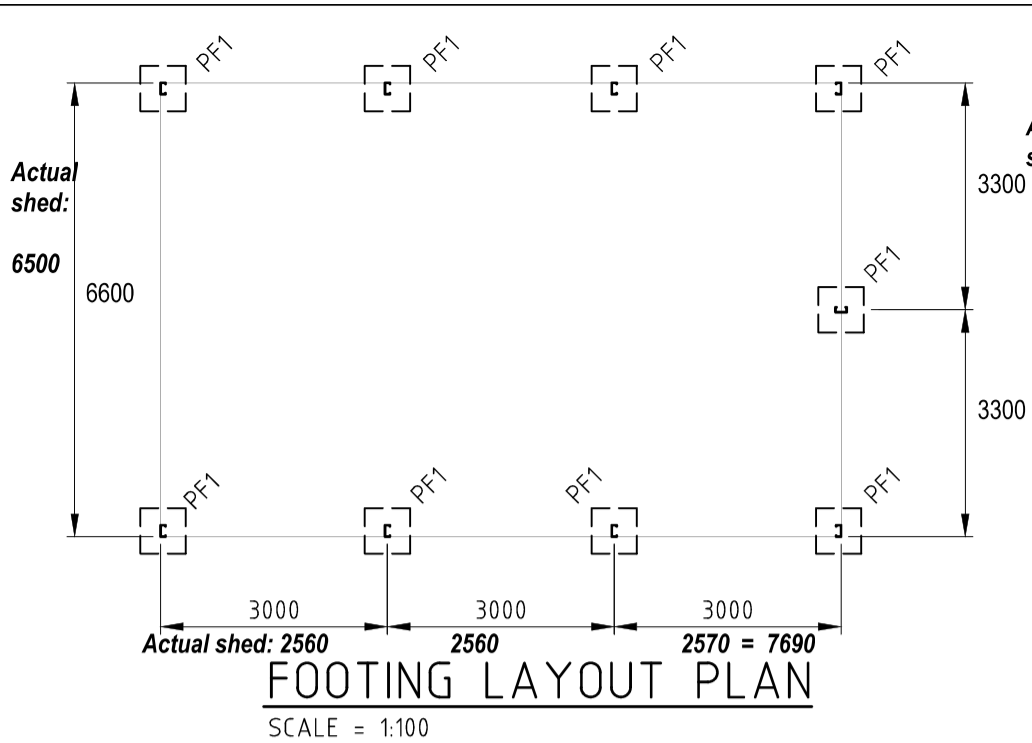
Endorsed building engineer area of engineering: Civil Engineer

Endorsed building engineer registration no.: PE0006647.

Date: 31 May 2023

Signature:





NOTE: SIDE OR END WALL OR BOTH CAN BE REMOVED TO SUIT

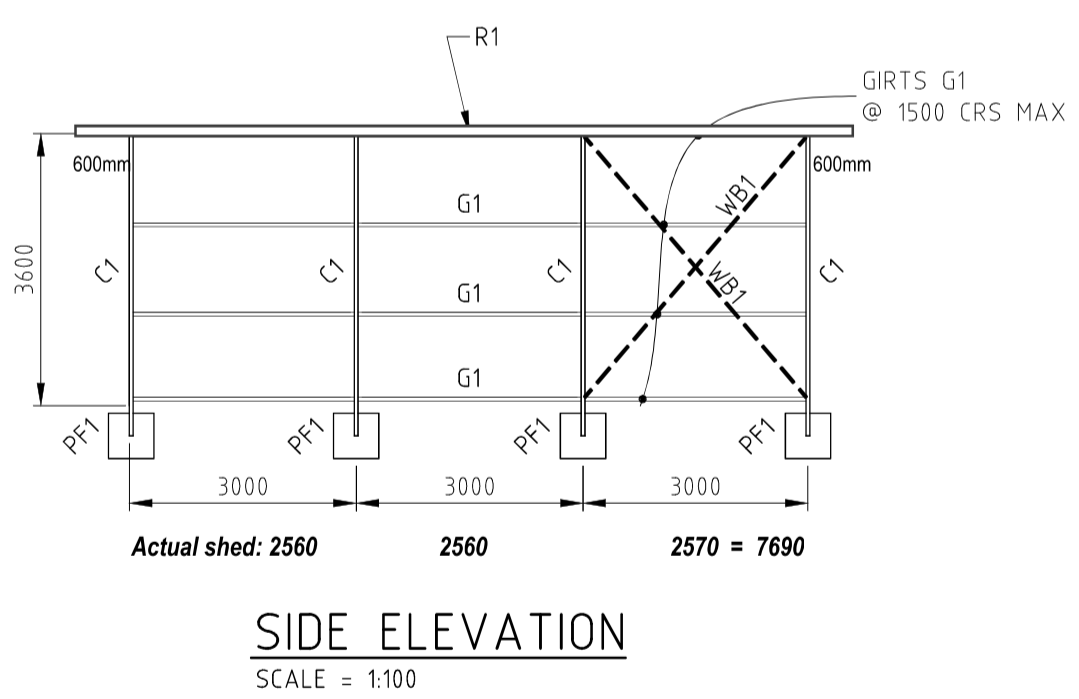
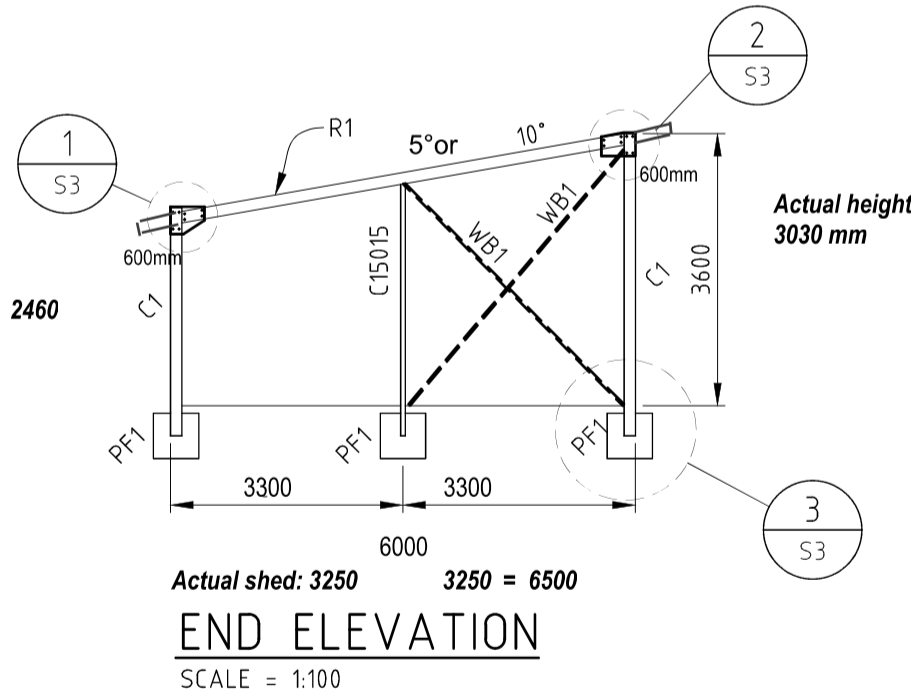
MEMBER SCHEDULE		
TYPE	MARK	SIZE / REMARKS
RAFTER	R1	C15019
COLUMN	C1	C15019
PURLIN	P1	C10010/TH64100 AT 1500 CTS
GIRT	G1	C10010/TH64100 AT 1500 CTS
PAD	PF1	600x600x600 DEEP PAD OR 450Øx1100 BORED PIER OR 400x400x600 DEEP PAD WITH CONC SLAB
KNEE BRACE	KB	REFER DETAIL ON DRG S3
BRACING	WB1	25x1.0 IRON HOOP

T.D. & C. PTY. LTD
Consulting Engineers & Construction Managers
A.B.N 30 546 499 669
27-31 GIBDON STREET, Telephone : 9421 0377
BURNLEY, VIC. 3121 Facsimile : 9421 6792
EMAIL: tdceng@bigpond.net.au

PROJECT
Grech 28 Candlebark close Kilmore
Proposed Skillion Garage
6.5mW x 7.69mL (3bays) x 3.03

SHEET TITLE
FOOTING LAYOUT & ROOF FRAMING PLAN

DESIGNED
T NGUYEN
SCALE
1:100
DRAWN
Shed City
DATE
Mar 2023
DRAWING No
181546-S1
REV
B

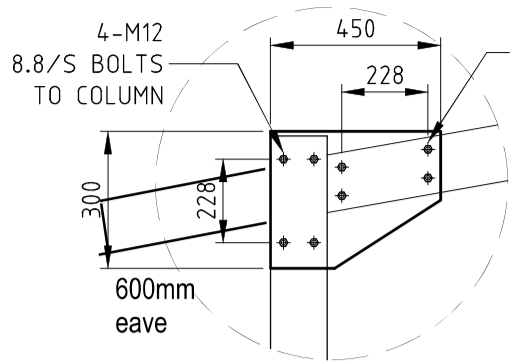


T.D. & C. PTY. LTD
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27-31 GIBDON STREET, Telephone : 9421 0377
BURNLEY, VIC. 3121 Facsimile : 9421 6792
EMAIL: tdceng@bigpond.net.au

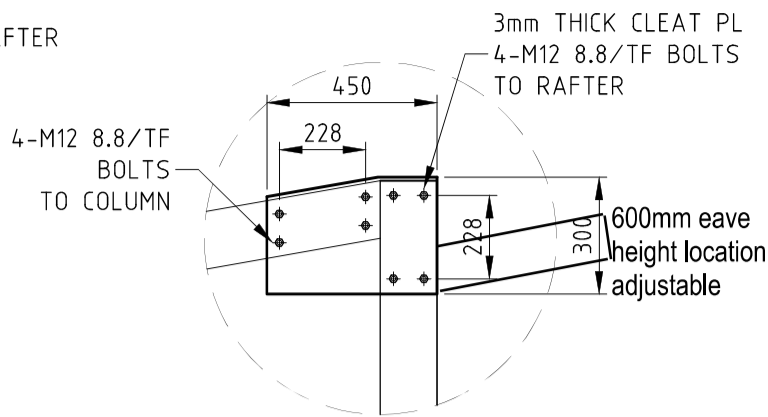
PROJECT
Grech 28 Candlebark close Kilmore
Proposed Skillion Garage
6.5mW x 7.69mL (3bays) x 3.03

SHEET TITLE
ELEVATION DETAILS

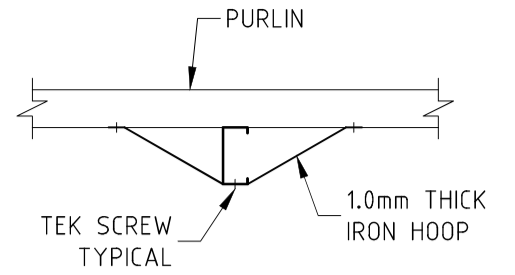
DESIGNED
T NGUYEN
SCALE
1:100
DRAWN
Shed City
DATE
Mar 2023
DRAWING No
181546-S2
REV
B



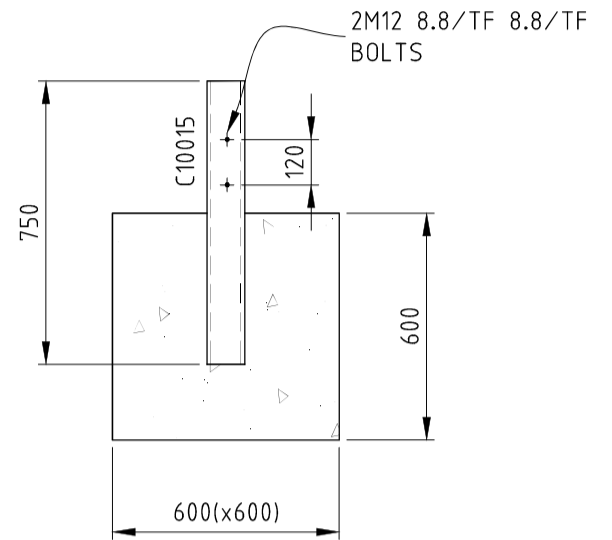
DETAIL 1
SCALE = 1:20
S2



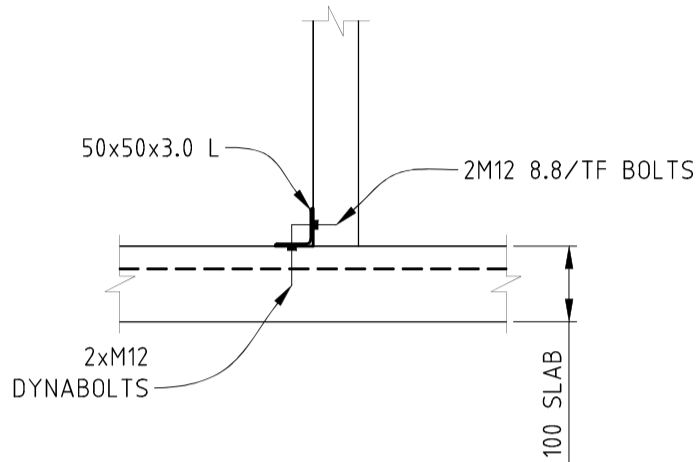
DETAIL 2
SCALE = 1:20
S2



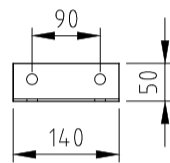
KNEE BRACE DETAIL
SCALE = 1:20



DETAIL 3
SCALE = 1:20
S2



COLUMN-SLAB CON'TN DETAIL



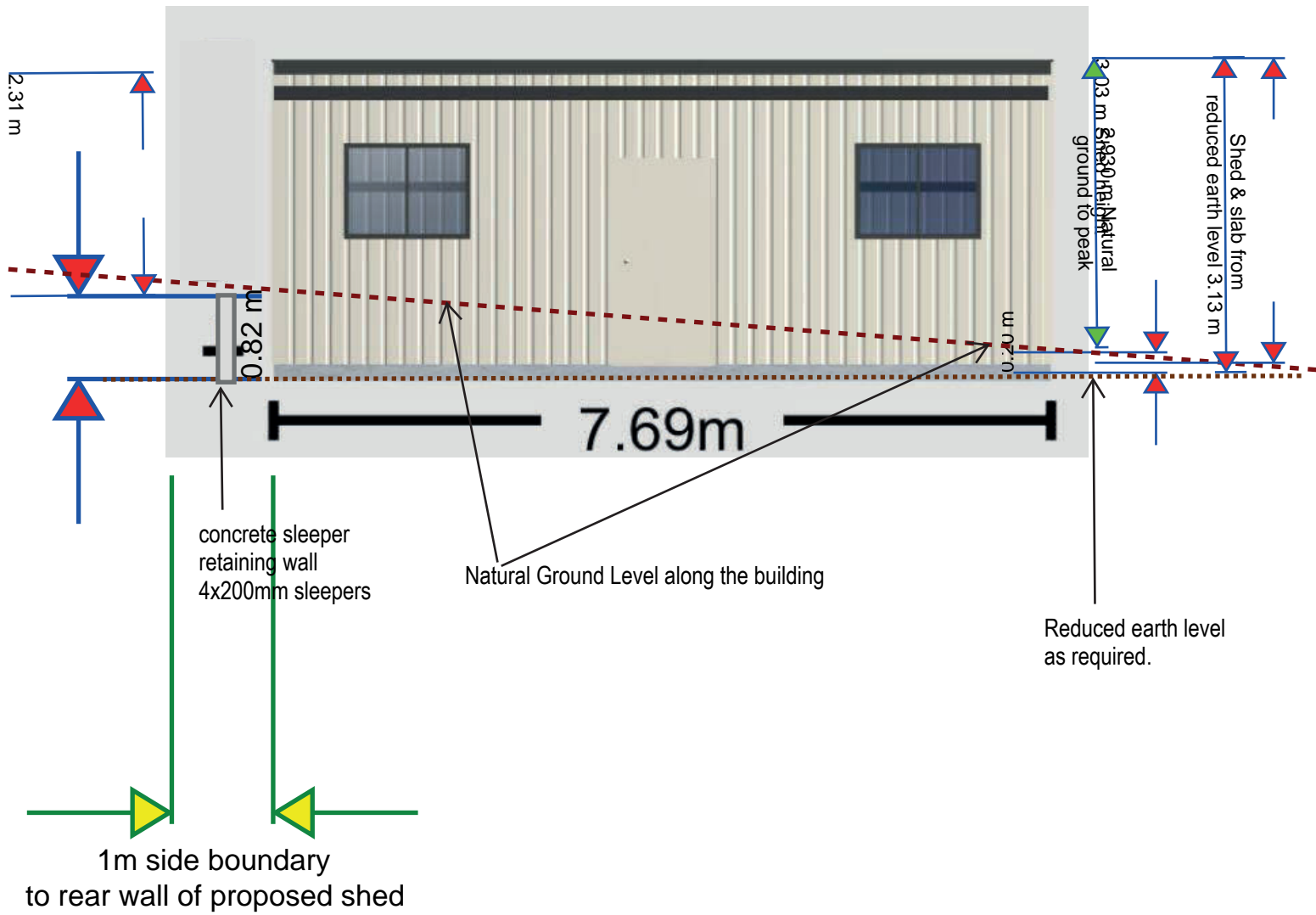
HOLD DOWN BRACKET

T.D. & C. PTY. LTD
Consulting Engineers & Construction Managers
A.B.N 30 546 499 669
27-31 GIBDON STREET, Telephone : 9421 0377
BURNLEY, VIC. 3121 Facsimile : 9421 6792
EMAIL: tdceng@bigpond.net.au

PROJECT
Grech 28 Candlebark close
Kilmore
Proposed Skillion Garage
6.5mW x 7.69mL (3bays) x 3.03

SHEET TITLE
SECTION AND CONNECTION DETAILS

DESIGNED T NGUYEN	SCALE 1:20
DRAWN Shed City	DATE Mar 2023
DRAWING No 181546-S3	REV B



600mm
eave

MITCHELL SHIRE COUNCIL BUILDING PERMIT

All building works to comply with
Building Act 1993 and Building Regulations 2018

PERMIT NO. 7538234676142

DATE OF ISSUE. 14 JUNE 2023

Relevant Building Surveyor: Ryan Elliot BSU-29425

CONDITIONAL: Subject to terms listed on the
Building Permit Documentation

For inspection appointments phone: 03 5734 6200

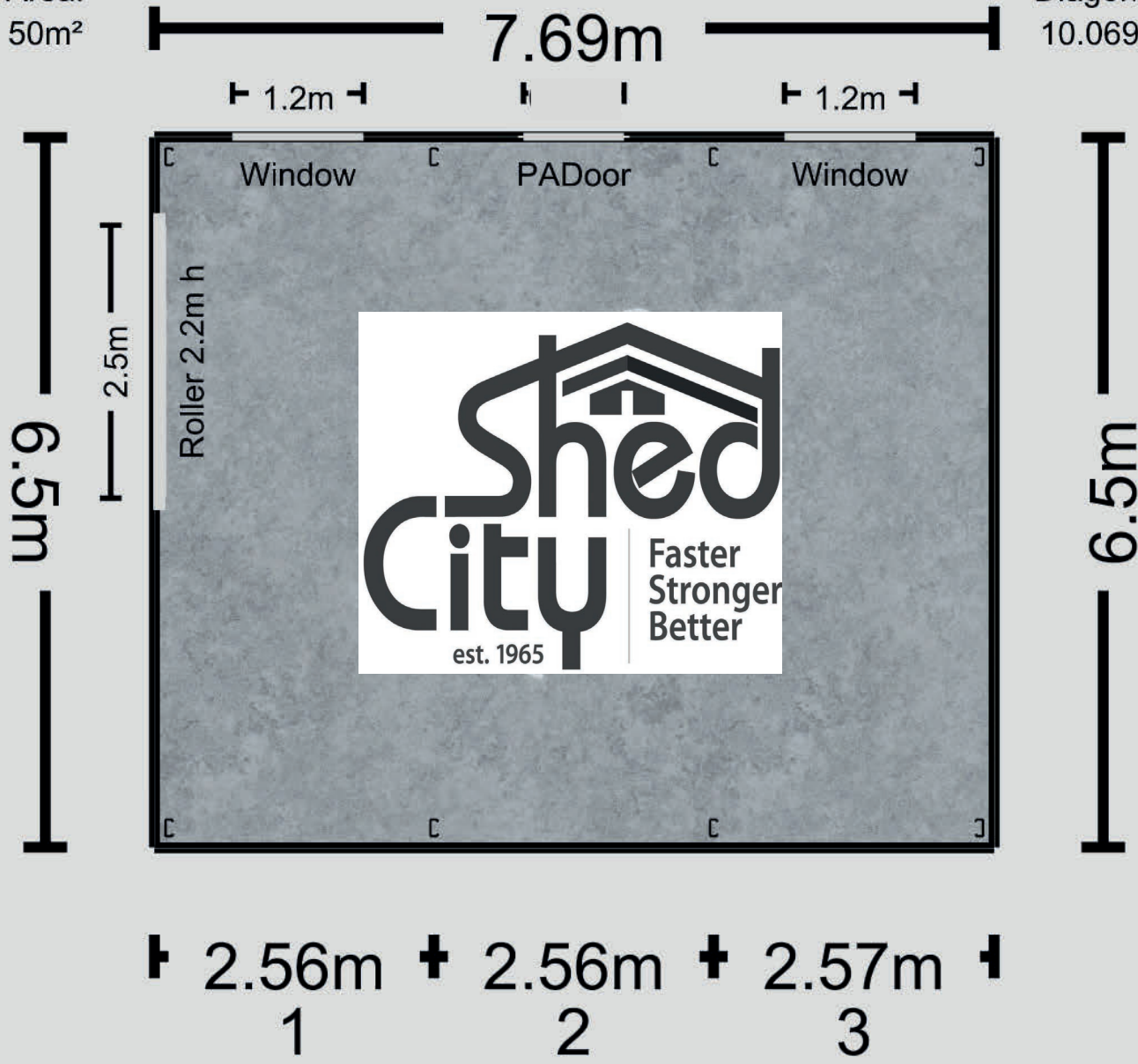
7.69m

6.5m

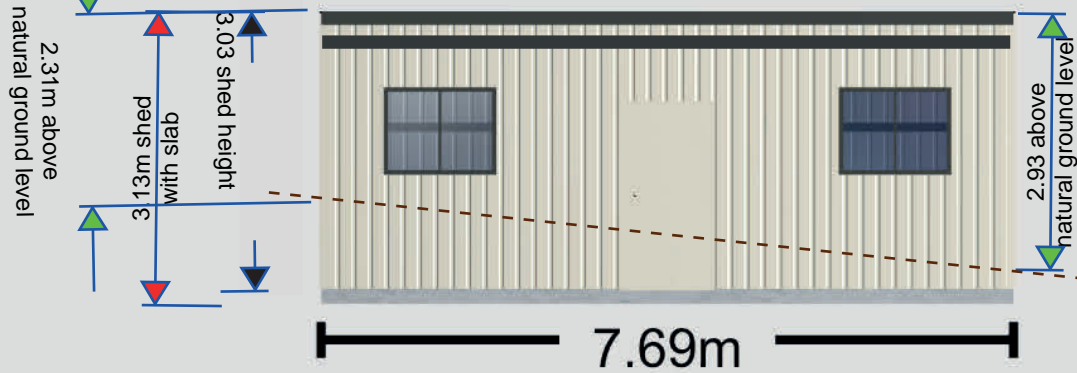
Floor Plan

Area:
50m²

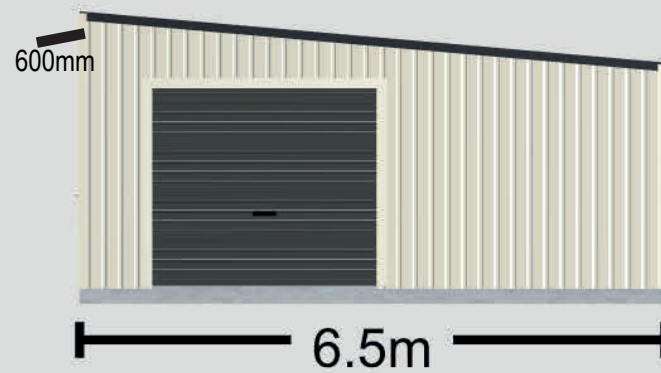
Diagonal:
10.069m



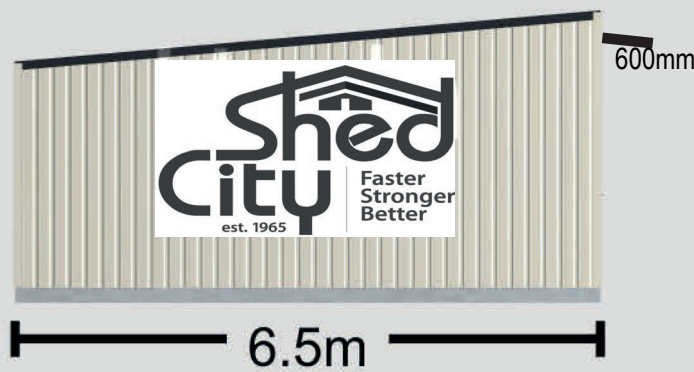
Elevations



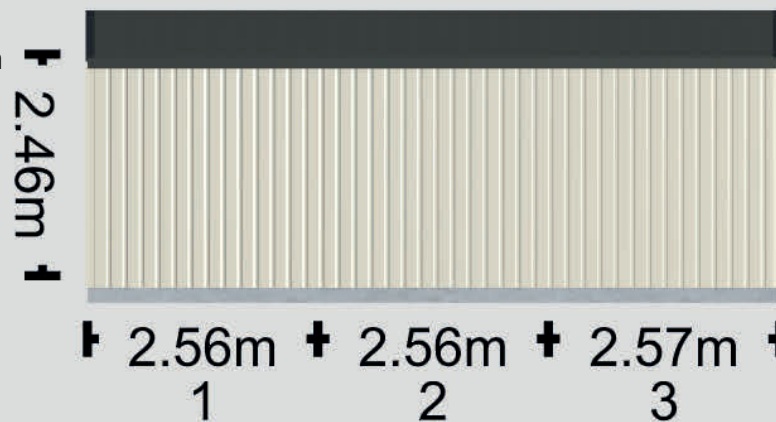
Left



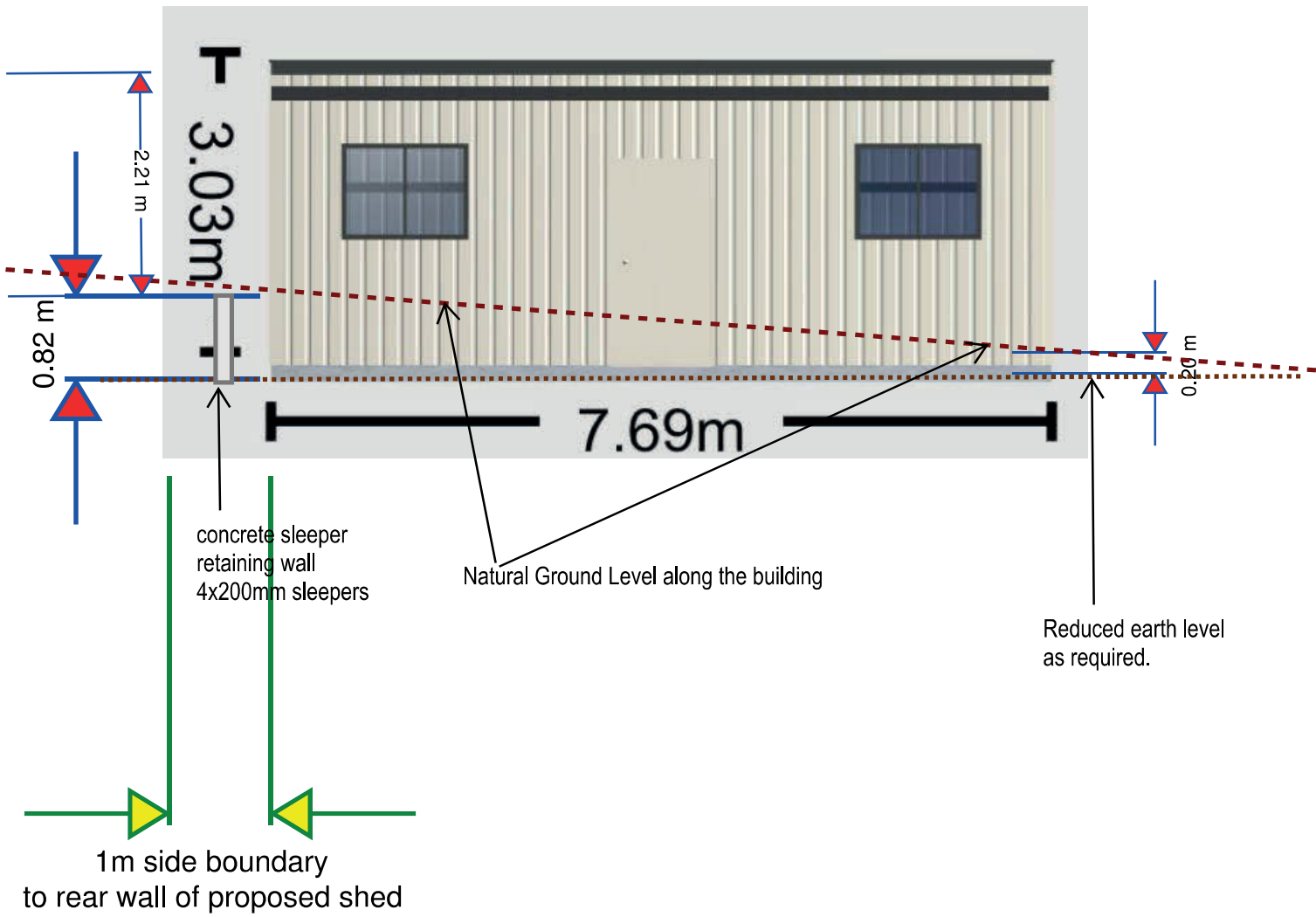
Front



Back



Right





600mm
eave

7.69m

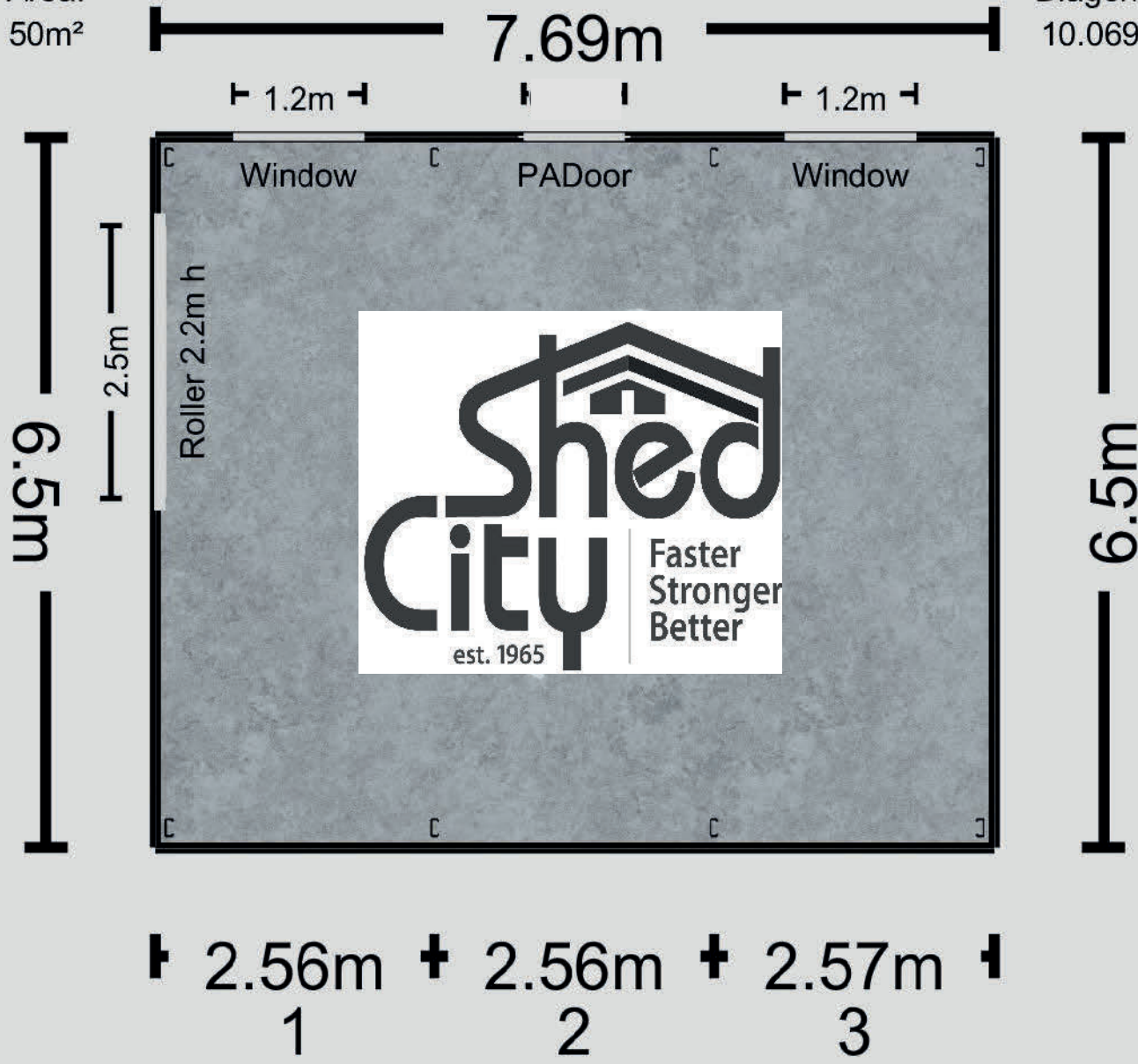
6.5m



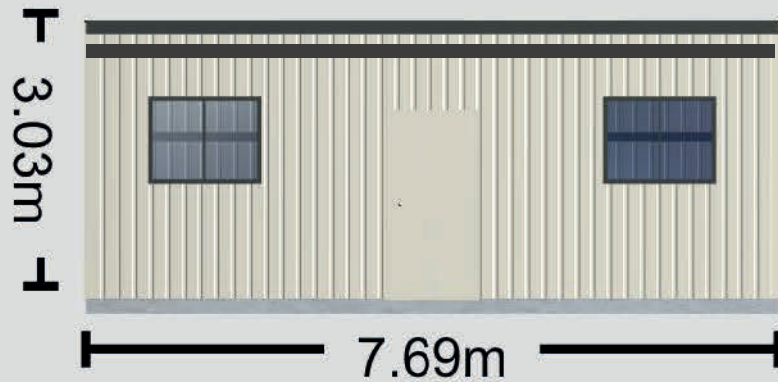
Floor Plan

Area:
50m²

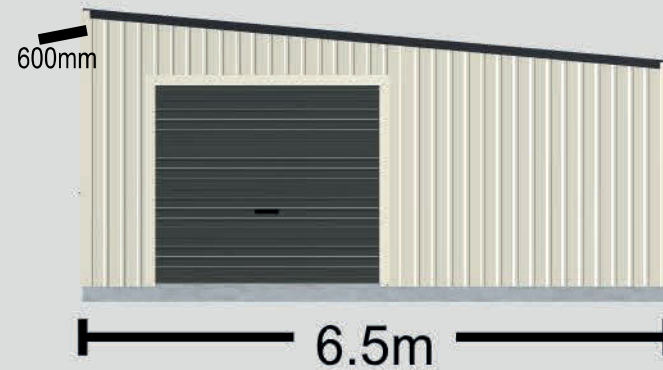
Diagonal:
10.069m



Elevations



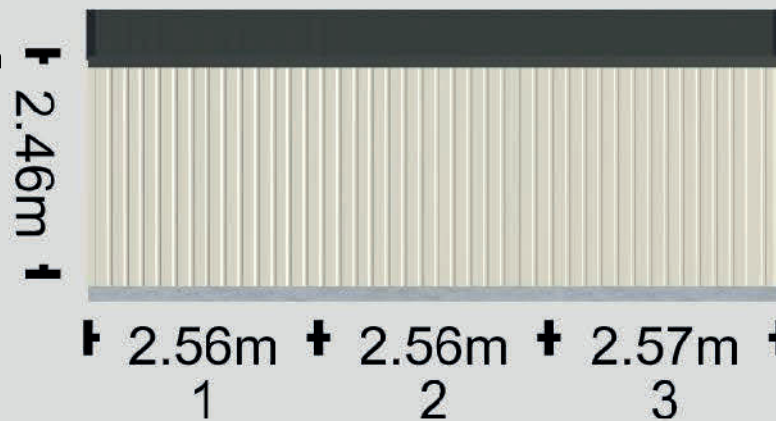
Left



Front



Back



Right



SURVEY LEGEND	
	SEWER PIT
	INSPECTION SHAFT
	JUNCTION PIT
	SIDE ENTRY PIT
	STOP VALVE
	FIRE HYDRANT
	WATER METER
	NAIL/RIVET
	ELECTRICITY PIT
	RL SPOT LEVEL
	SIGN
	POLE AND LIGHT
	PROPERTY INLET
	TELECOM PIT

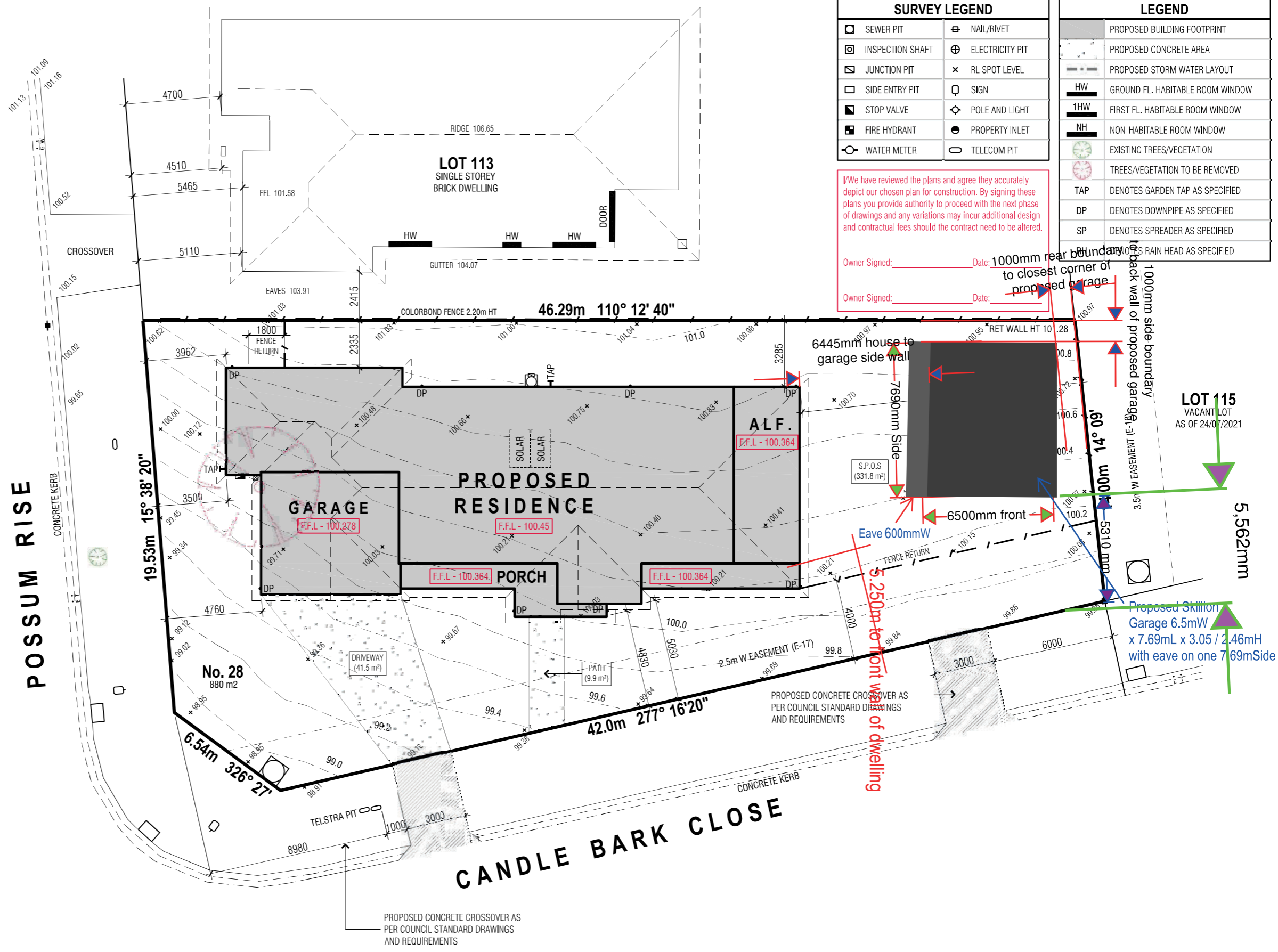
LEGEND	
	PROPOSED BUILDING FOOTPRINT
	PROPOSED CONCRETE AREA
	PROPOSED STORM WATER LAYOUT
	GROUND FL. HABITABLE ROOM WINDOW
	FIRST FL. HABITABLE ROOM WINDOW
	NON-HABITABLE ROOM WINDOW
	EXISTING TREES/VEGETATION
	TREES/VEGETATION TO BE REMOVED
	TAP DENOTES GARDEN TAP AS SPECIFIED
	DP DENOTES DOWNPIPE AS SPECIFIED
	SP DENOTES SPREADER AS SPECIFIED

We have reviewed the plans and agree they accurately depict our chosen plan for construction. By signing these plans you provide authority to proceed with the next phase of drawings and any variations may incur additional design and contractual fees should the contract need to be altered.

Owner Signed: _____ Date: _____

Owner Signed: _____ Date: _____

MITCHELL SHIRE COUNCIL
BUILDING PERMIT
 All building works to comply with Building Act 1993 and Building Regulations 2018
 PERMIT NO.....7538234676142
 DATE OF ISSUE.....14 JUNE 2023
 Relevant Building Surveyor: Ryan Elliot BSU-29425
 CONDITIONAL: Subject to terms listed on the Building Permit Documentation
 For inspection appointments phone: 03 5734 6200



LOT 115
 VACANT LOT
 AS OF 24/07/2021

Proposed Skillion
 Garage 6.5mW
 x 7.69mL x 3.05 / 2.46mH
 with eave on one 7.69m Side

5.250m to front wall of dwelling

PROPOSED CONCRETE CROSSOVER AS PER COUNCIL STANDARD DRAWINGS AND REQUIREMENTS

PROPOSED CONCRETE CROSSOVER AS PER COUNCIL STANDARD DRAWINGS AND REQUIREMENTS

Site Calculations

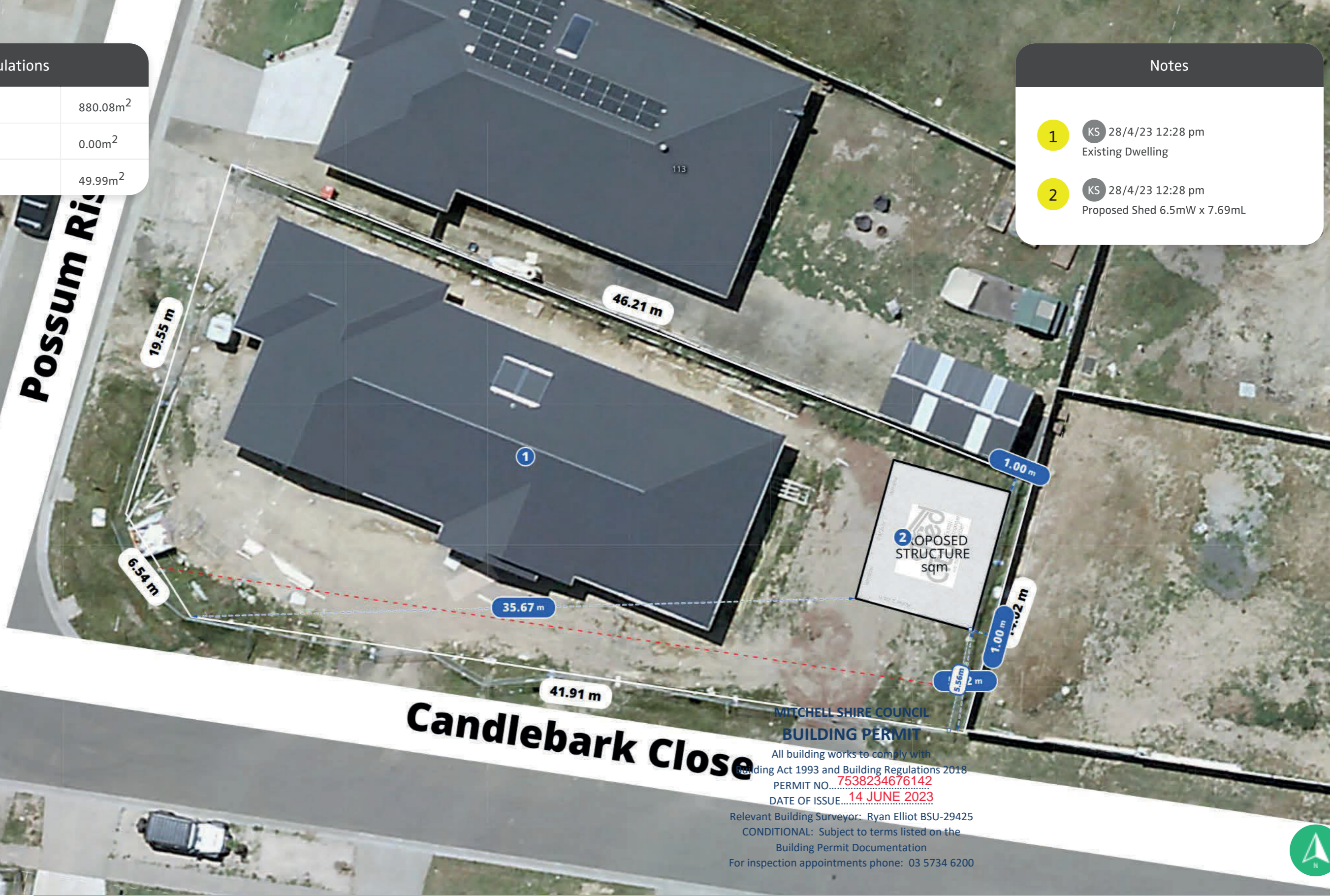
SITE AREA	880.08m ²
EXISTING FLOOR AREA	0.00m ²
PROPOSED AREA	49.99m ²

Notes

- 1 KS 28/4/23 12:28 pm
Existing Dwelling
- 2 KS 28/4/23 12:28 pm
Proposed Shed 6.5mW x 7.69mL

Possum Rise

Candlebark Close



**MITCHELL SHIRE COUNCIL
BUILDING PERMIT**
 All building works to comply with Building Act 1993 and Building Regulations 2018
 PERMIT NO. **7538234676142**
 DATE OF ISSUE... **14 JUNE 2023**
 Relevant Building Surveyor: Ryan Elliot BSU-29425
 CONDITIONAL: Subject to terms listed on the Building Permit Documentation
 For inspection appointments phone: 03 5734 6200

Disrupted by Canibuild.



Client Name	Client Email	Client Phone	Signature	Client Name	Client Email	Client Phone	Signature
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Disclaimer
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ALL DIMENSIONS ARE IN METRES. DO NOT SCALE FROM PLANS.

Generated by Karen ShedCity
 karen@shedcity.com.au Phone +61488505100

Property Details
 28 Candlebark Cl, Kilmore, VIC 3764, Australia
 Lot/DP: 114\PS531432

Sheet Name Site Plan	Sheet no. 1	Lic no.	Job no.
Design 6.5skillionx7.69	Scale 1:200@A3	1 st version date: 28/04/2023	Current version date: 28/04/2023
		Version # 1	





Disrupted by Canibuild.



Client Name	Client Email	Client Phone	Signature	Client Name	Client Email	Client Phone	Signature
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Disclaimer
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ALL DIMENSIONS ARE IN METRES. DO NOT SCALE FROM PLANS.

Generated by Karen ShedCity karen@shedcity.com.au	Phone +61488505100	Sheet Name Site Plan	Sheet no. 2	Lic no.	Job no.
Property Details 28 Candlebark Cl, Kilmore, VIC 3764, Australia Lot/DP: 114\PS531432		Design 6.5skillionx7.69		Scale @A3	
1 st version date: 28/04/2023		Current version date: 28/04/2023		Version # 1	





CERTIFICATE OF FINAL INSPECTION

Building Act 1993
Building Regulation 2018, Regulation 200, Form 17

Certificate Number - 33073/23

PROPERTY DETAILS

28 Candlebark Close KILMORE VIC 3764

Lot/s: 114 LP/PS: 531432 Volume: 12019 Folio: 857 CA: Section: Parish: County:

Municipal District Mitchell Shire Council

Property No: 124035

BUILDING PERMIT NO

7538234676142

VERSION OF BCA APPLICABLE TO BUILDING PERMIT

2019

DESCRIPTION OF BUILDING WORK

Part of Building	Whole
Permitted Use	Outbuilding
BCA Class	Class 10a

EXEMPTION FROM, OR CONSENT TO PARTIAL COMPLIANCE WITH, CERTAIN BUILDING REQUIREMENTS

The following exemption from, or a consent to partial compliance with, certain requirements of the Building Regulations 2018 was granted under regulation 229(2), 231(2), 233(3) or 234(2) of the Building Regulations 2018:

Part or whole of building or place of public entertaining or building work exempt from, or given consent to partial compliance with, requirements of the Building Regulations 2018	Nature and scope of exemption
<i>Not Applicable</i>	<i>Not Applicable</i>

PERFORMANCE SOLUTION

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building or place of public entertainment to which this permit applies: [list matters not referenced on the relevant building permit]

Relevant Performance requirement	Details of performance solution
<i>Not Applicable</i>	<i>Not Applicable</i>

BUILDING APPEALS BOARD DETERMINATIONS AND ORDERS

The following determinations and orders of the Building Appeals Board (BAB) relate to the *building/*place of public entertainment to which this permit applies:

Date of determination or order	Determination or order	Section of Building Act 1993 under which application to BAB made
Not Applicable	<i>Not Applicable</i>	Not Applicable

Maintenance determination

A maintenance determination is not required to be prepared in accordance with regulation 215 of the Building Regulations 2018.

***Combined allotment determination**

A determination has not been made under regulation 64(1) of the Building Regulations 2018 in relation to the building to which this permit applies.

***Directions to fix building work**

All directions to fix building work under Part 4 of the Building Act 1993 have been complied with.

RELEVANT BUILDING SURVEYOR

Signature: _____



Name: **RYAN ELLIOT**

Registration No: **BS-U29425**

Address: Municipal Building Surveyor, Mitchell Shire Council, 113 High Street, Broadford

CERTIFICATE NUMBER

33073/23

Date of issue: 01/02/2024

Date of inspection: 15/01/2024

NOTES: This Certificate of Final Inspection is not evidence that the building, part of the building or building works listed above complies with the Building Act 1993 or the Building Regulations 2018

Certificate of Insurance

Building Act 1993 Section 135
Domestic Building Insurance Order
DOMESTIC BUILDING CONTRACT

Policy / Certificate No: DBIVIC22040897

Date of Issue: 14 April 2022

Pinnacle Home Builders Pty Ltd
1-7 4 Sussex Court, Sunbury, VIC, 3429

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance Issued under Section 135 of the Building Act 1993 has been issued by Assetinsure Pty Limited as insurer, in respect of the Domestic Building Work described below.

BUILDER

Building Entity Name: Pinnacle Home Builders Pty Ltd
ABN/ACN: 48 627 779 686/627 779 686
VBA Registration Number: CDB-U 60246

DETAILS OF WORKS

Building Owner (The Insured): Rhonda Grech
Address: 28 Candlebark Cl, Kilmore VIC 3764
Description of Works: New Residential Build - Single Dwelling
Contract Dated: 04 April 2022
Declared Contract Price: \$464,390.00
Estimated Start Date: 16 May 2022
Estimated Completion Date: 17 April 2023

Subject to the Building Act 1993, the Ministerial Order, and the terms and conditions of the Insurance contract, cover will be provided to the Building Owner named in the Domestic Building Contract, and to the successors in title to the Building Owner.

Signed for and on behalf of the Insurer:

Martin McConnell

Martin McConnell
Chief Executive Officer, Assetinsure Pty Ltd

Verify This Certificate Is Authentic



dbi.assetinsure.com.au/verify

IMPORTANT

If the builder's name and/or its ABN/ACN, type of domestic building work and contract price listed above does not exactly match with the information on the domestic building contract, please contact Assetinsure immediately. If these details are incorrect, the domestic building work may not be covered.

This certificate covers the single home described above only. If more than one home has/is being built on one site (such as duplex or unit) a separate certificate is required for each home. If 3 or more homes are proposed/under construction the description of works above should be New Residential - Multi Dwelling.

GENERAL NOTES [NCC 2019 BCA Vol 2]:

GENERAL

- THESE PLANS HAVE BEEN PREPARED FOR THE EXCLUSIVE USE BY THE CLIENT OF PLANTECH (THE DESIGNER) FOR THE PURPOSE EXPRESSLY NOTIFIED TO THE DESIGNER. ANY OTHER PERSON WHO USES OR RELIES ON THESE PLANS WITHOUT THE DESIGNER'S WRITTEN CONSENT DOES SO AT THEIR OWN RISK AND NO RESPONSIBILITY IS ACCEPTED BY THE DESIGNER FOR SUCH USE AND/OR RELIANCE.

- ANY DISCREPANCIES OR IRREGULARITIES FOUND CONCERNING THESE DRAWINGS SHALL BE REPORTED TO PLANTECH FOR CLARIFICATION.

- A BUILDING PERMIT IS REQUIRED PRIOR TO THE COMMENCEMENT OF THESE WORKS. THE RELEASE OF THESE DOCUMENTS IS CONDITIONAL TO THE OWNER OBTAINING THE REQUIRED BUILDING PERMIT.

- THE CLIENT AND/OR THE CLIENT'S BUILDER SHALL NOT MODIFY OR AMEND THE PLANS WITHOUT THE KNOWLEDGE AND CONSENT OF PLANTECH EXCEPT WHERE A REGISTERED BUILDING SURVEYOR MAKES MINOR NECESSARY CHANGES TO FACILITATE THE BUILDING PERMIT APPLICATION AND THAT SUCH CHANGES ARE PROMPTLY REPORTED BACK TO PLANTECH.

- THE APPROVAL BY THIS OFFICE OF A SUBSTITUTE MATERIAL, WORK PRACTICE, VARIATION OR THE LIKE IS NOT AN AUTHORISATION FOR ITS USE OR A CONTRACT VARIATION. ALL VARIATIONS MUST BE ACCEPTED BY ALL PARTIES TO THE AGREEMENT AND WHERE APPLICABLE THE RELEVANT BUILDING SURVEYOR PRIOR TO IMPLEMENTING ANY VARIATION.

- FIGURED DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS.

- SITE PLAN MEASUREMENTS IN METRES – ALL OTHER MEASUREMENTS IN MILLIMETRES UNLESS NOTED OTHERWISE.

- THE BUILDER AND SUB-CONTRACTORS SHALL CHECK AND VERIFY ALL DIMENSIONS, SETBACKS, LEVELS AND SPECIFICATIONS AND ALL OTHER RELEVANT DOCUMENTATION PRIOR TO THE COMMENCEMENT OF ANY WORKS. REPORT ALL DISCREPANCIES TO THIS OFFICE FOR CLARIFICATION.

- UNLESS OTHERWISE SPECIFIED, THE TERM BCA SHALL REFER TO NATIONAL CONSTRUCTION CODE SERIES 2019 BUILDING CODE OF AUSTRALIA VOLUME 2.

- ALL MATERIALS AND WORK PRACTICES SHALL COMPLY WITH, BUT NOT LIMITED TO THE BUILDING REGULATIONS 2018, NATIONAL CONSTRUCTION CODE SERIES 2019 BUILDING CODE OF AUSTRALIA VOLUME 2 AND ALL RELEVANT CURRENT AUSTRALIAN STANDARDS (AS AMENDED) REFERRED TO THEREIN.

- THESE DRAWINGS SHALL BE READ IN CONJUNCTION WITH ALL RELEVANT STRUCTURAL AND ALL OTHER CONSULTANTS' DRAWINGS/DETAILS AND WITH ANY OTHER WRITTEN INSTRUCTIONS ISSUED IN THE COURSE OF THE CONTRACT.

- THESE DRAWINGS SHALL BE READ IN CONJUNCTION WITH ANY HOUSE ENERGY RATING (HERS) REPORT AND SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE STAMPED PLANS ENDORSED BY THE ACCREDITED THERMAL PERFORMANCE ASSESSOR WITHOUT ALTERATION.

- THE MAINTENANCE OF THIS BUILDING & THE SITE IS THE RESPONSIBILITY OF THE OWNER. THE OWNER SHOULD BE FAMILIAR WITH THE DOCUMENT 'FOUNDATION MAINTENANCE & FOOTING PERFORMANCE: A HOME OWNERS GUIDE (CSIRO REF. BTF 18) WHICH IS AVAILABLE FROM THE CSIRO.

- IT IS RECOMMENDED THAT A RE-ESTABLISHMENT SURVEY BE CARRIED OUT BY A QUALIFIED LAND SURVEYOR TO CONFIRM EXACT SITE BOUNDARIES PRIOR TO SETTING OUT THE BUILDING IF NECESSARY. PLANTECH ACCEPTS NO RESPONSIBILITY FOR THE DESIGN BEING AFFECTED BY DISCREPANCIES BETWEEN THE TITLE BOUNDARY AND EXISTING FENCES AND ANY BUILDINGS OR WALLS ON BOUNDARIES.

- THE BUILDER AND SUB-CONTRACTORS SHALL ENSURE THAT ALL STORMWATER DRAINS, SEWER PIPES AND THE LIKE ARE LOCATED AT A SUFFICIENT DISTANCE FROM ANY BUILDINGS FOOTING AND/OR SLAB EDGE BEAMS SO AS TO PREVENT GENERAL MOISTURE PENETRATION, DAMPNESS, WEAKENING AND UNDERMINING OF ANY BUILDING AND ITS FOOTING SYSTEM.

- ALL MATERIALS AND CONSTRUCTION PRACTICE SHALL MEET THE PERFORMANCE REQUIREMENTS OF THE BCA. WHERE A PERFORMANCE SOLUTION IS PROPOSED THEN, PRIOR TO IMPLEMENTATION OR INSTALLATION, IT FIRST MUST BE ASSESSED AND APPROVED BY THE RELEVANT BUILDING SURVEYOR AS MEETING THE PERFORMANCE REQUIREMENTS OF THE BCA.

CONCRETE

- ALL CONCRETE FOOTINGS AND SLAB CONSTRUCTION SHALL COMPLY WITH BUT NOT BE LIMITED TO:
 - AS 2870: RESIDENTIAL SLABS AND FOOTINGS.

- CONCRETE STUMPS:
 - UP TO 1400mm LONG TO BE 100mm x 100mm (1 No. H.D. WIRE).
 - UP TO 1401mm TO 1800mm LONG TO BE 100mm x 100mm (2 No. H.D. WIRES).
 - UP TO 1801mm TO 3000mm LONG TO BE 125mm x 125mm (2 No. H.D. WIRES).

- 100mm x 100mm STUMPS EXCEEDING 1200mm ABOVE GROUND LEVEL TO BE BRACED WHERE NO PERIMETER BASE BRICKWORK PROVIDED.

TIMBER FRAMING

- ALL TIMBER FRAMEWORK AND CONSTRUCTION SHALL COMPLY WITH BUT NOT BE LIMITED TO:
 - AS 1684: RESIDENTIAL TIMBER FRAMED CONSTRUCTION
 - AS 1720: TIMBER STRUCTURES
 - AS 1170: MINIMUM DESIGN LOADS ON STRUCTURES

MASONRY

- ALL BRICKWORK CONSTRUCTION SHALL COMPLY WITH BUT NOT BE LIMITED TO:
 - AS 3700: MASONRY STRUCTURES
 - AS 4773.1-2015: MASONRY IN SMALL BUILDINGS
 - NCC CLAUSE 3.3.1 AND 3.3.2

- PROVIDE WALL TIES TO BRICKWORK AT A MAXIMUM OF 600mm CTS IN EACH DIRECTION AND WITHIN 300mm OF CONTROL JOINTS AS PER AS 3700.

- PROVIDE EXPANSION JOINTS IN BRICKWORK AS RECOMMENDED BY THE GEOTECHNICAL ENGINEER AND IN ACCORDANCE TO TECHNICAL NOTE TN61 OF CEMENT & CONCRETE ASSOCIATION OF AUSTRALIA.

- BUILDINGS IN MARINE OR OTHER EXPOSURE ENVIRONMENTS SHALL HAVE MASONRY UNITS, MORTAR AND ALL BUILT IN COMPONENTS AND THE LIKE COMPLYING WITH THE DURABILITY REQUIREMENTS OF TABLE 4.1 OF AS 4773.1-2015 'MASONRY IN SMALL BUILDINGS' PART 1: DESIGN.

STORMWATER AND SERVICES

- ALL STORMWATER TO BE TAKEN TO THE LEGAL POINT OF DISCHARGE TO THE RELEVANT AUTHORITIES APPROVAL.

- 90mm DIA. CLASS 6 UPVC STORMWATER LINE LAID TO A MINIMUM GRADE OF 1:100 AND CONNECTED TO THE LEGAL POINT OF STORMWATER DISCHARGE. PROVIDE INSPECTION OPENINGS AT 9000mm C/C AND AT EACH CHANGE OF DIRECTION.

- THE COVER TO UNDERGROUND STORMWATER DRAINS SHALL BE NOT LESS THAN:
 - 100mm UNDER SOIL
 - 50mm UNDER PAVED OR CONCRETE AREAS
 - 100mm UNDER UNREINFORCED CONCRETE OR PAVED DRIVEWAYS
 - 75mm UNDER REINFORCED CONCRETE DRIVEWAYS

- INSTALLATION OF ALL SERVICES SHALL COMPLY WITH THE RESPECTIVE SUPPLY AUTHORITY REQUIREMENTS.

STAIR CONSTRUCTION

- STAIR REQUIREMENTS TO ALL STAIRS (EXCEPT SPIRAL STAIRS)
 - 190mm MAXIMUM RISERS (R) AND 115mm MINIMUM.
 - 240mm MINIMUM GOINGS (G) AND 355mm MAXIMUM.
 - 2000mm MINIMUM HEADROOM MEASURED VERTICALLY ABOVE NOSING LINE.
 - 865mm MINIMUM HEIGHT OF HANDRAILS/BALUSTRADE ABOVE NOSING LINE.
 - 1000mm MINIMUM HEIGHT OF HANDRAILS/BALUSTRADE AT LANDINGS OR FLOORS.
 - SLOPE RELATIONSHIP OF STAIRS (2R+G) = 700mm MAXIMUM & 550mm MINIMUM.
 - 125mm MAXIMUM GAP BETWEEN RISERS AND OPENINGS BETWEEN BALUSTERS.
 - RISERS AND TREADS TO BE CONSTANT THROUGHOUT FLIGHT.
 - PROVIDE P3 MINIMUM NON-SLIP FINISH OR SUITABLE NON-SKID STRIP NEAR EDGE OF NOSINGS.
 - A SINGLE FLIGHT OF STAIRS SHALL NOT EXCEED 18 RISERS OR LESS THAN 2 RISERS.

- ALL TREADS, LANDINGS AND THE LIKE TO HAVE A SLIP-RESISTANCE CLASSIFICATION OF P3 OR R10 FOR DRY SURFACE CONDITIONS AND P4 OR R11 FOR WET SURFACE CONDITIONS, OR A NOSING STRIP WITH A SLIP-RESISTANCE CLASSIFICATION OF P3 FOR DRY SURFACE CONDITIONS AND P4 FOR WET SURFACE CONDITIONS.

- PROVIDE BARRIERS WHERE CHANGE IN LEVEL EXCEEDS 1000mm ABOVE THE SURFACE BENEATH LANDINGS, RAMPS AND/OR TREADS. BARRIERS (OTHER THAN TENSIONED WIRE BARRIERS) TO BE:
 - 1000mm MINIMUM ABOVE FINISHED SURFACE LEVEL OF BALCONIES, LANDINGS OR THE LIKE, AND
 - 865mm MINIMUM ABOVE FINISHED SURFACE LEVEL OF STAIR NOSING OR RAMP, AND
 - VERTICAL WITH LESS THAN 125mm GAP BETWEEN, AND
 - ANY HORIZONTAL ELEMENT WITHIN THE BARRIER BETWEEN 150mm AND 760mm ABOVE THE FLOOR MUST NOT FACILITATE CLIMBING WHERE CHANGE IN LEVEL EXCEEDS 4000mm ABOVE THE SURFACE BENEATH LANDINGS, RAMPS AND/OR TREADS.

- WIRE BARRIER CONSTRUCTION TO COMPLY WITH NCC 2019 BCA PART 3.9.2.3 FOR CLASS 1 AND 10 BUILDINGS AND NCC 2019 BCA VOLUME 1 PART D2.16 FOR OTHER CLASSES OF BUILDINGS.

- TOP OF HAND RAILS TO BE MINIMUM 865mm VERTICALLY ABOVE STAIR NOSING AND FLOOR SURFACE OF RAMPS.

- ANY VERANDAH, PORCH OR RISE EXCEEDING 1000mm IN HEIGHT TO THE ADJACENT GROUND LEVEL MUST BE FITTED WITH A MINIMUM 1000mm HIGH HANDRAIL AND BALUSTRADE.

WET AREAS AND WATERPROOFING

- THE BUILDER SHALL TAKE ALL STEPS NECESSARY TO ENSURE THE STABILITY AND GENERAL WATER TIGHTNESS OF ALL NEW AND/OR EXISTING STRUCTURES DURING ALL WORKS.

- WATERPROOFING OF WET AREAS, BEING BATHROOMS, SHOWERS, SHOWER ROOMS, LAUNDRIES, SANITARY COMPARTMENTS AND THE LIKE SHALL BE PROVIDED IN ACCORDANCE WITH AS 3740-2010: WATERPROOFING OF DOMESTIC WET AREAS.

SMOKE ALARMS

- SMOKE ALARMS TO BE PROVIDED AND INSTALLED IN ACCORDANCE TO AS 3786. SMOKE ALARMS TO BE PROVIDED & INSTALLED IN ACCORDANCE WITH AS 3786-1993 & UNLESS INSTALLED IN AN EXISTING PART OF A CLASS 1,2 OR 3 BUILDING OR A CLASS 4 PART OF A BUILDING THE SMOKE ALARM SHALL BE HARD WIRED WITH BATTERY BACK-UP. ALL ALARMS MUST BE INTERCONNECTED.

VENTILATION

- MECAHNICAL VENTILATION TO BE PROVIDED IN ACCORDANCE WITH NCC CLAUSE 3.8.7.3 (MINIMUM FLOW RATES OF 25L/s FOR A BATHROOM & SANITARY COMPARTMENT & 40L/s FOR A KITCHEN & LAUNDRY) AND VENTED IN ACCORDANCE WITH NCC CLAUSE 3.8.7.3 (DIRECTLY OR VIA A SHAFT OR DUCT TO OUTSIDE AIR) OR VENTED TO ROOF SPACE IN ACCORDANCE WITH NCC CLAUSE 3.8.7.4.

- MECHANICAL VENTILATION TO TOILETS, BATHROOMS AND AIRLOCKS SHALL BE PROVIDED AT A RATE OF SIX AIR CHANGES PER HOUR AND SHALL BE DUCTED THROUGH SERVICE DUCTS AND DISCHARGED OUT THROUGH THE ROOF OR EXTERNAL WALL TO OUTSIDE AIR.

- CONTAMINATED AIR FROM A SANITARY COMPARTMENT WITHOUT A WINDOW MUST EXHAUST DIRECTLY TO OUTSIDE THE BUILDING BY WAY OF DUCTS OR EXHAUST INTO THE ROOF SPACE PROVIDED IT IS VENTILATED BY OPEN EAVES AND/OR ROOF VENTS OR THE ROOF IS CLAD IN TILES WITHOUT SARKING. A DOOR TO SUCH A SANITARY COMPARTMENT IS TO HAVE A MINIMUM 10mm UNDERCUT BENEATH THE DOOR OR PROVIDE A LOW LEVEL GRILLE TO DOOR.

- WHERE VENTILATION IS PROVIDED TO A BATHROOM, SHOWER ROOM, LAUNDRY OR SANITARY COMPARTMENT VIA A ROOF LIGHT, SUCH VENTILATION SHALL HAVE AN EFFECTIVE AIRWAY OR NOT LESS THAN 40,000sq/mm AND TO SUCH ROOM A FIXED INLET OF NOT LESS THAN 8,000sq/mm SHALL BE PROVIDED AT A LOW LEVEL THROUGH A DOOR OR EXTERNAL DOOR.

- TO TIMBER FLOOR CONSTRUCTION, PROVIDE AN ADEQUATELY CROSS VENTILATED SUB-FLOOR AREA, CLEARED OF ALL BUILDING DEBRIS AND VEGETATION. SUB-FLOOR VENTS TO BE EVENLY DISTRIBUTED TO EXTERNAL (AND INTERNAL IF APPLICABLE) WALLS AT A RATE OF 6000sq/mm PER 1000mm OF WALL. GROUND CLEARANCE SHALL BE A MINIMUM OF 150mm WHERE TERMITE INSPECTION IS NOT REQUIRED OR A MINIMUM OF 400mm WHERE TERMITE INSPECTION IS REQUIRED.

EXCAVATION



PLANTECH ENDORSES SAFE EXCAVATION AND ACCEPTS NO LIABILITY FOR ANY LOSS, DAMAGE OR INJURY BY ANY PERSON AS A RESULT OF ANY INACCURACY IN THESE PLANS OR UNSAFE EXCAVATION. DO NOT RELY SOLELY ON THESE PLANS FOR UNDERGROUND ASSET LOCATIONS. CONTRACTORS ARE TO PERFORM AN ONSITE INSPECTION FOR THE PRESENCE OF ANY ASSETS PRIOR TO THE COMMENCEMENT OF ANY WORKS ON SITE. SHOULD YOU REQUIRE AN ONSITE LOCATION, CONTACT THE RESPONSIBLE ASSET AUTHORITY DIRECTLY. PLEASE BE AWARE, THAT NOT ALL ASSETS MAY BE REPRESENTED ON THIS PLAN AND IT IS THE CONTRACTORS RESPONSIBILITY TO IDENTIFY AND CONTACT THE RESPONSIBLE ASSET AUTHORITY FOR FURTHER INFORMATION.

CONSULTANTS:

BUILDING SURVEYOR: - TEKCON GROUP BUILDING SURVEYING
(03) 8746 9249

LAND SURVEYOR: - RESCOM CONSULTING ENGINEERS
(03) 9468 5232

GEOTECHNICAL ENGINEER: - RESCOM CONSULTING ENGINEERS
(03) 9468 5232

STRUCTURAL ENGINEER: - ENG CONSULTANTS
0404 497 123

THERMAL ASSESSOR: - HEKK DESIGN PTY LTD
0410 077 995

DESIGNATED TERMITE AREA

THIS PROPERTY FALLS WITHIN A DESIGNATED TERMITE PRONE AREA. INSTALL TERMITE BARRIERS TO A.S. 3660.1. PROTECTION PROVIDED VIA PERIMETER SPRAY AND TERMINATE COLLARS TO PENETRATIONS.

APPROVED Tekcon GROUP BUILDING SURVEYING
7618540929665 27 Apr 2022

G.J. Gardner. HOMES Pinacle Home Builders Pty. Ltd. G.J. Gardner Homes Hume 4/1-7 Sussex Court, Sunbury VIC 3429 (03) 9740 2444 www.gjgardner.com.au	ANY DISCREPANCIES OR IRREGULARITIES FOUND CONCERNING THESE DRAWINGS SHALL BE REPORTED TO G.J. GARDNER FOR CLARIFICATION. FIGURED DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS.	plantech 4 / 74-78 O'Shanassy Street Sunbury VIC 3429 (03) 9069 6683 info@plantech.net.au www.plantech.net.au	HOUSE DESIGN: LONGREACH 247 (CUSTOM)	PROJECT: SINGLE STOREY DWELLING ADDRESS: No. 28 CANDLEBARK CLOSE KILMORE, VIC 3764 CLIENT/S: RHONDA GRECH	REV: DATE: ISSUE: A 19-10-21 PRELIMINARY WORKING DRAWINGS A B 22-11-21 PRELIMINARY WORKING DRAWINGS B C 14-12-21 CLIENT REVISIONS D 30-03-22 CLIENT REVISIONS E 12-04-22 BUILDING PERMIT ISSUE	DRAWING TITLE: COVER / NOTES	SCALE: -	SHEET SIZE: A3	
	ALL SUBCONTRACTORS SHALL CHECK AND VERIFY ALL DIMENSIONS, SETBACKS, LEVELS & SPECIFICATIONS & ALL OTHER RELEVANT DOCUMENTATION PRIOR TO THE COMMENCEMENT OF ANY WORKS. THESE DRAWINGS SHALL BE READ IN CONJUNCTION WITH ALL RELEVANT STRUCTURAL & ADDITIONAL CONSULTANTS' DRAWINGS/DETAILS & WITH ANY OTHER WRITTEN INSTRUCTIONS ISSUED DURING THE COURSE OF THE CONTRACT. DESIGNS, PLANS & SPECIFICATIONS CONTAINED WITHIN ALL DRAWINGS & DOCUMENTS IS THE SOLE PROPERTY OF G.J. GARDNER. ANY REPRODUCTION OR ADAPTION WHOLLY OR IN PART IS PROHIBITED WITHOUT THE WRITTEN PERMISSION OF G.J. GARDNER ©		FAÇADE TYPE: HAMPTONS	© COPYRIGHT EXCLUSIVE TO G.J. GARDNER HOMES	G.J. GARDNER JOB No: -	PLANTECH JOB No: GJ21-1051	DATE: 12-04-22	SHEET: WD 01	
						DRAWING STAGE: CONSTRUCTION	DRWN: J.T	CHKD: B.B	

SITE NOTES

ALL PRECAUTIONS ARE TO BE TAKEN TO PROTECT ALL ADJOINING PROPERTIES AND THE PUBLIC FOR THE DURATION OF CONSTRUCTION AND OWNER/S OF ADJOINING PROPERTIES SHALL BE CONSULTED PRIOR TO REMOVAL OF ANY SHARED FENCING.

UNPROTECTED EMBANKMENTS: 45° SLOPE (1 TO 1) TO ALL SITE CUT BATTERS (OR ALTERNATIVELY A RETAINING WALL). FOOT OF ALL SITE EXCAVATIONS TO BE A MINIMUM OF 1.0m AWAY FROM THE PROPOSED BUILDING. THE 1.0m PERIMETER AROUND THE BUILDING TO BE GRADED AWAY FROM THE BUILDING. TOP OF SITE CUTS TO BE A MINIMUM OF 150mm AWAY FROM THE TITLE BOUNDARIES.

SITE CUTS SHALL NOT EXCEED A 45° SLOPE OR A 1:1 BATTER FOR CLAY SOILS & FOR SAND IT SHALL NOT EXCEED A 30° SLOPE OR ONE HORIZONTAL TO TWO VERTICAL BATTER.

SUBSOIL DRAINAGE IS REQUIRED TO DIVERT SUB-SURFACE WATER AWAY FROM THE BUILDING. INSTALL SUB-SOIL DRAINAGE AT FOOT OF SITE EXCAVATIONS AND BEHIND RETAINING WALLS. INSTALL PREFABRICATED SILT PITS AT OUTLET END OF EACH SUB-SOIL DRAIN BEFORE DISCHARGING INTO STORMWATER DRAINAGE SYSTEM. SILT PITS ARE REQUIRED WHERE DEPTH OF SITE EXCAVATIONS EXCEED 1.0m.

PROVIDE A MINIMUM 750mm WIDE LANDING WHERE FLOOR LEVEL IS GREATER THAN 570mm ABOVE ADJACENT GROUND LEVEL AT ALL ACCESS POINTS TO DWELLING.

FINISHED FLOOR LEVEL OF DWELLING SHALL BE 230mm MINIMUM ABOVE ADJACENT GROUND LEVEL & FINISHED GROUND SURFACE TO BE GRADED AWAY FROM THE BUILDING.

PROVIDE MINIMUM 150mm SLAB HEIGHT TO LIVING AREAS ABOVE G.L. AS PER A.S 2870 CL.5.2.2. FINISHED FLOOR LEVELS & GROUND LEVELS SHOWN ON PLANS ARE APPROXIMATE ONLY. NOMINATED LEVELS MAY CHANGE AT THE COMMENCEMENT OF WORKS. ALL LEVELS TO BE CHECKED & CONFIRMED ON SITE BY CONTRACTOR/S.

FINISHED FLOOR LEVEL (F.F.L.) MAY DEPART FROM THE DOCUMENTED FIGURE BY NOT MORE THAN 40mm AS PER THE VICTORIAN BUILDING AUTHORITY: GUIDE TO STANDARDS AND TOLERANCES 2015.

BOUNDARY FENCE HEIGHTS ARE TO BE A MINIMUM OF 1800mm HIGH OR THE EXISTING FENCE SHALL BE EXTENDED TO 1800mm HIGH (BY OWNER/S) WHERE PROPOSED HABITABLE ROOM WINDOWS ARE WITHIN 9.0m OF THE TITLE BOUNDARY AND FACE ADJOINING EXISTING HABITABLE ROOM WINDOWS OR AN ADJOINING EXISTING SECLUDED PRIVATE OPEN SPACE AREA.

NOTE REGARDING FENCES TO CORNER ALLOTMENTS: FENCES TO BE A MAXIMUM OF 1.0m ABOVE FOOTPATH HEIGHT WHEN WITHIN 9.0m OF THE POINT OF INTERSECTION OF TITLE BOUNDARY ALIGNMENTS.

DRAINAGE NOTES

STORMWATER DRAINS AND DOWNPIPE POSITIONS ARE INDICATIVE ONLY AND TO BE CONFIRMED ON SITE.

CONNECT S.W.D. TO LEGAL POINT OF DISCHARGE AS DIRECTED BY THE RELEVANT COUNCIL'S ENGINEERING DEPARTMENT. REFER TO LEGAL POINT OF DISCHARGE PLAN. LPOD SHOWN ON SITE PLAN IS INDICATIVE ONLY.

PROVIDE 90mmØ CLASS 6 U.P.V.C STORMWATER DRAINS WITH A MINIMUM GRADE OF 1:100. PROVIDE INSPECTION OPENINGS AT 9.0m C/C AND AT EACH CHANGE OF DIRECTION.

PROVIDE 100mm COVER TO DRAINS UNDER SOIL, 50mm UNDER PAVED OR CONCRETE AREAS AND 75mm UNDER CONCRETE DRIVEWAYS (THESE DISTANCES ARE FROM TOP OF PIPE TO F.G.L.).

PROVIDE 100mmØ HEAVY DUTY U.P.V.C PIPES WHERE STORMWATER DRAINS RUN UNDER CONCRETE SLAB.

PROVIDE COLORBOND DOWNPIPES @ MAXIMUM 12000mm CTS. PROVIDE RAIN WATER HEADS TO BOX GUTTERS AS REQUIRED. FIT SPREADER PIPES TO UPPER FLOOR DOWNPIPES DISCHARGING ONTO LOWER ROOF.

DIAL BEFORE YOU DIG® G.J. GARDNER HOMES ENDORSES SAFE EXCAVATION AND ACCEPTS NO LIABILITY FOR ANY LOSS, DAMAGE OR INJURY BY ANY PERSON AS A RESULT OF ANY INACCURACY IN THESE PLANS OR UNSAFE EXCAVATION. DO NOT RELY SOLELY ON THESE PLANS FOR UNDERGROUND ASSET LOCATIONS. CONTRACTORS ARE TO PERFORM AN ONSITE INSPECTION FOR THE PRESENCE OF ANY ASSETS PRIOR TO THE COMMENCEMENT OF ANY WORKS ON SITE. SHOULD YOU REQUIRE AN ONSITE LOCATION, CONTACT THE RESPONSIBLE ASSET AUTHORITY DIRECTLY. PLEASE BE AWARE, THAT NOT ALL ASSETS MAY BE REPRESENTED ON THIS PLAN AND IT IS THE CONTRACTORS RESPONSIBILITY TO IDENTIFY AND CONTACT THE RESPONSIBLE ASSET AUTHORITY FOR FURTHER INFORMATION.

APPROVED

Tekcon GROUP

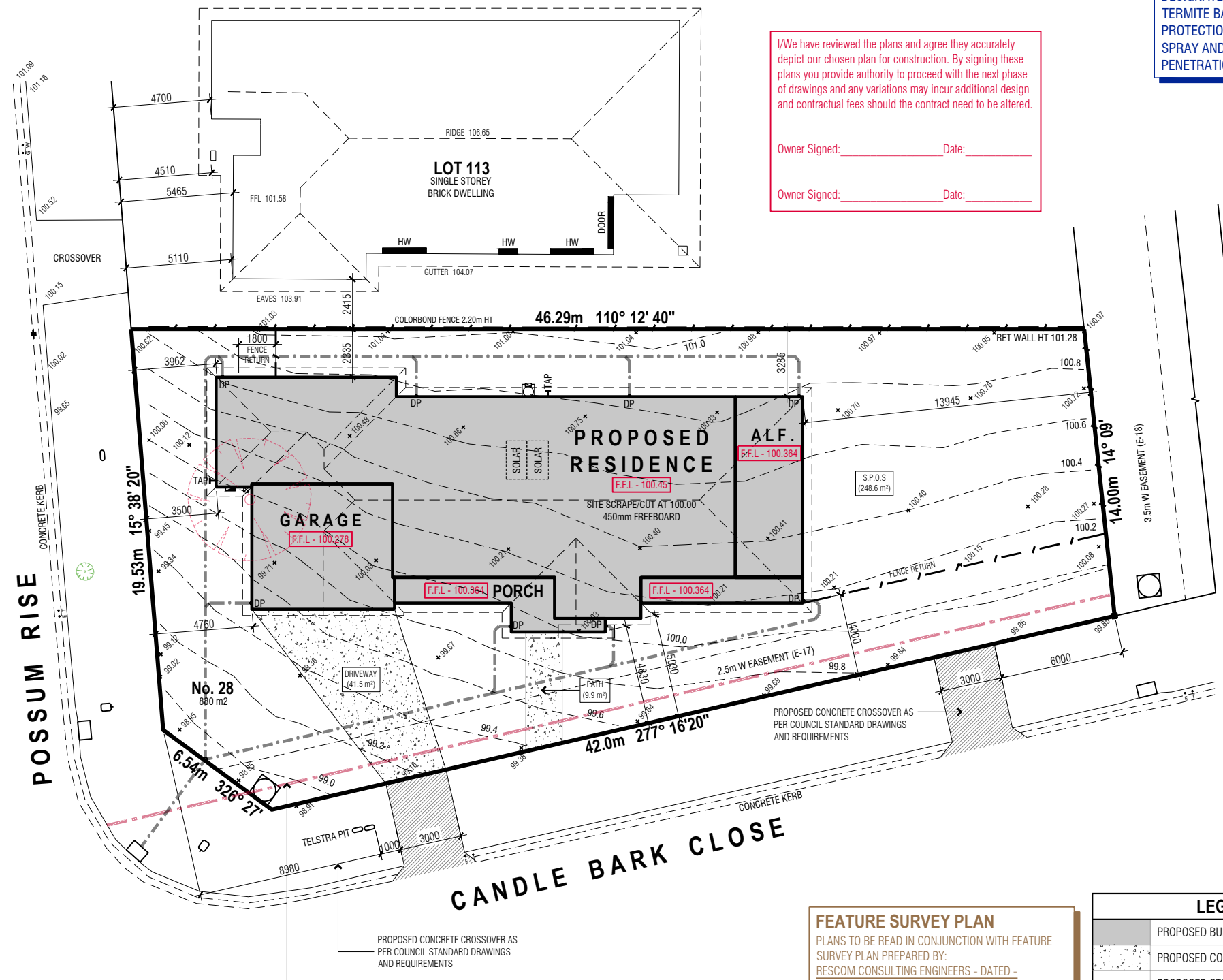
7618540929665 27 Apr 2022 BUILDING SURVEYING

DESIGNATED TERMITE AREA
THIS PROPERTY FALLS WITHIN A DESIGNATED TERMITE PRONE AREA. INSTALL TERMITE BARRIERS TO A.S. 3660.1. PROTECTION PROVIDED VIA PERIMETER SPRAY AND TERMINATE COLLARS TO PENETRATIONS.

I/We have reviewed the plans and agree they accurately depict our chosen plan for construction. By signing these plans you provide authority to proceed with the next phase of drawings and any variations may incur additional design and contractual fees should the contract need to be altered.

Owner Signed: _____ Date: _____

Owner Signed: _____ Date: _____



SURVEY LEGEND

□	SEWER PIT	⊕	NAIL/RIVET
⊗	INSPECTION SHAFT	⊕	ELECTRICITY PIT
⊕	JUNCTION PIT	×	RL SPOT LEVEL
□	SIDE ENTRY PIT	□	SIGN
■	STOP VALVE	⊕	POLE AND LIGHT
■	FIRE HYDRANT	●	PROPERTY INLET
○	WATER METER	○	TELECOM PIT

FINISHED FLOOR LEVELS

DWELLING:	RL - 100.45
PORCH:	RL - 100.364
ALFRESCO:	RL - 100.364
GARAGE:	RL - 100.278

LEVELS ARE TO AN ARBITRARY DATUM & ARE DERIVED FROM A TEMPORARY BENCHMARK. CONTOURS ARE AT 200mm INTERVALS.

DEVELOPMENT AREAS

	m²	%
SITE AREA:	880 m²	-
SITE COVERAGE:	293.7 m²	33.38 %
CONCRETE AREA:	51.4 m²	5.84 %
PERMEABILITY:	534.9 m²	60.78 %
GARDEN AREA REQ:	308.0 m²	35 %
GARDEN AREA:	534.9 m²	60.78 %

LANDSCAPING NOTE

ALL LANDSCAPING IS TO BE PROVIDED BY OWNER OR BY CONTRACT VARIATION.

DRIVEWAY NOTE

CONCRETE DRIVEWAY IS TO BE PROVIDED BY OWNER.

FENCING NOTE

ALL NEW SIDE & REAR FENCING TO BE MINIMUM 1.8m H ABOVE NATURAL GROUND LEVEL. FENCING TO BE PROVIDED BY OWNER OR CONTRACT VARIATION.

SEWER ASSET DETAILS

SIZE: 150mm Ø PVC
DEPTH: TBC
OFFSET: 1.0m INTO BOUNDARY
REFER TO ASSET PLANS AND INFORMATION FROM RELEVANT WATER AUTHORITY FOR FURTHER DETAILS.

FEATURE SURVEY PLAN

PLANS TO BE READ IN CONJUNCTION WITH FEATURE SURVEY PLAN PREPARED BY: RESCOM CONSULTING ENGINEERS - DATED - REFERENCE - 2212434

GEOTECHNICAL INVESTIGATION

PLANS TO BE READ IN CONJUNCTION WITH GEOTECHNICAL INVESTIGATION PREPARED BY: RESCOM CONSULTING ENGINEERS - 20/07/2021 - REFERENCE - 2213424 - 1

CUT AND FILL

FOR ALL SITE CUT AND FILL WORKS REFER TO APPROVED ENGINEERING DRAWINGS AND DETAILS PREPARED BY: ENG CONSULTANTS - REFERENCE: 10879

LEGEND

▭	PROPOSED BUILDING FOOTPRINT
▨	PROPOSED CONCRETE AREA
▭	PROPOSED STORM WATER LAYOUT
HW	GROUND FL. HABITABLE ROOM WINDOW
1HW	FIRST FL. HABITABLE ROOM WINDOW
NH	NON-HABITABLE ROOM WINDOW
🌳	EXISTING TREES/VEGETATION
🌳	TREES/VEGETATION TO BE REMOVED
TAP	DENOTES GARDEN TAP AS SPECIFIED
DP	DENOTES DOWNPIPE AS SPECIFIED
SP	DENOTES SPREADER AS SPECIFIED
RH	DENOTES RAIN HEAD AS SPECIFIED

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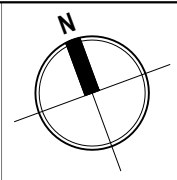
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PROJECT:
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ADDRESS:
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KILMORE, VIC 3764**
CLIENT/S:
RHONDA GRECH

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SITE PLAN
G.J. GARDNER JOB No:
PLANTECH JOB No:
DATE:
DRAWING STAGE:
CONSTRUCTION
SCALE:
1:250
SHEET SIZE:
A3
SHEET:
WD 02
DRWN:
J.T
CHKD:
B.B

CANDLE BARK CLOSE

INTERNAL DOORS
 PROVIDE 2340mm HIGH SELECTED INTERNAL FEATURE PANEL DOORS THROUGHOUT AS SPECIFIED.

SOLAR NOTE
 PROVIDE No. 2 SOLAR PANELS OVER ROOF CONNECTED TO 215L ELECTRIC SOLAR BOOSTED HOT WATER SYSTEM WITH MINIMUM 60% SOLAR GAIN AS SPECIFIED.

SQUARE SET
 PROVIDE SQUARE SET CORNICE TO LOUNGE, HALLWAY, ACTIVITY, LIVING AREAS, ALL BEDROOMS, BATHROOM, WC AND LAUNDRY

FLOOR FINISHES
 FF SELECTED LAMINATE FLOORING AS SPECIFIED
 TS SELECTED TILED FLOORING AS SPECIFIED
 CP SELECTED CARPET FLOOR AS SPECIFIED
 NC NATURAL CONCRETE FLOOR AS SPECIFIED

ANNOTATIONS

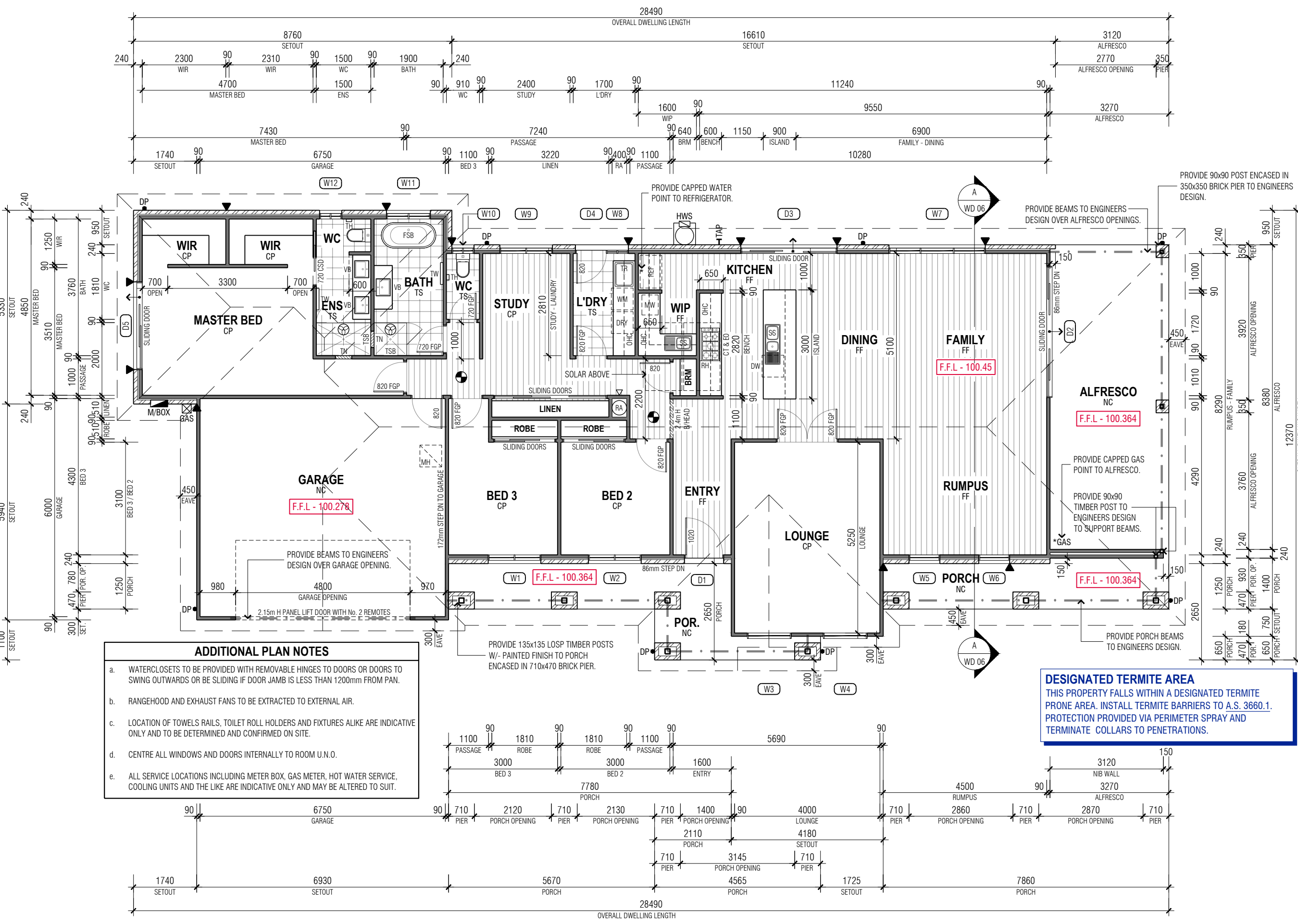
REF REFRIGERATOR SPACE PROVISION
 WM WASHING MACHINE SPACE PROVISION
 DRY DRYER SPACE PROVISION
 OHC OVERHEAD CUPBOARDS AS SPECIFIED
 UM UNDERMOUNT KITCHEN SINK AS SPECIFIED
 SS INSET KITCHEN SINK AS SPECIFIED
 DW STAINLESS STEEL DISHWASHER AS SPECIFIED
 EO STAINLESS STEEL ELECTRIC OVEN AS SPECIFIED
 WO STAINLESS STEEL WALL OVEN AS SPECIFIED
 CT INDUCTION COOKTOP AS SPECIFIED
 RH STAINLESS STEEL RANGEHOOD AS SPECIFIED
 MW MICROWAVE SPACE PROVISION WITHIN JOINERY
 TSB IN-SITU TILED SHOWER BASE AS SPECIFIED
 SB TORBEX SHOWER BASE AS SPECIFIED
 FSB FREE STANDING BATHTUB AS SPECIFIED
 VB INSET VANITY BASIN AS SPECIFIED
 TR INSET STAINLESS STEEL TROUGH AS SPECIFIED
 DG DOUBLE GLAZED WINDOW AS SPECIFIED
 FGP FROSTED GLASS PANEL DOOR AS SPECIFIED

LEGEND

zz/z DENOTES BULKHEAD TO PLASTER FACE TO NOMINATED HEIGHT
 TW DENOTES TOWEL RAIL AT 900mm ABOVE F.F.L AS SPECIFIED
 TH DENOTES TOIL ROLL HOLDER AT 750mm ABOVE F.F.L AS SPECIFIED
 TN DENOTES TILED SHOWER NICHE AS PER INTERNAL DRAWINGS
 TAP DENOTES GARDEN TAP PROVISION AS SPECIFIED
 DP DENOTES 100 x 50 COLORBOND DOWNPIPES AS SPECIFIED
 DENOTES EXHAUST FAN AS PER GENERAL NOTES
 DENOTES APPROVED SMOKE DETECTORS AS PER N.C.C. 3.7.2.2 & AS 3786. ALL SMOKE DETECTORS TO BE HARDWIRED & INTERCONNECTED & HAVE BATTERY BACK-UP.
 DENOTES LOCATION OF CONTROL JOINTS AS PER N.C.C REQUIREMENTS AND TN61 OF CEMENT & AGGREGATES AUSTRALIA: ARTICULATED WALLING.

BUILDING AREAS

	m ²	sq
LIVING AREA:	199.1 m ²	21.43 sq
PORCH:	24.1 m ²	2.59 sq
ALFRESCO:	28.7 m ²	3.09 sq
GARAGE:	41.8 m ²	4.50 sq
TOTAL AREA:	293.7 m²	31.61 sq



ADDITIONAL PLAN NOTES

- WATERCLOSETS TO BE PROVIDED WITH REMOVABLE HINGES TO DOORS OR DOORS TO SWING OUTWARDS OR BE SLIDING IF DOOR JAMB IS LESS THAN 1200mm FROM PAN.
- RANGEHOOD AND EXHAUST FANS TO BE EXTRACTED TO EXTERNAL AIR.
- LOCATION OF TOWELS RAILS, TOILET ROLL HOLDERS AND FIXTURES ALIKE ARE INDICATIVE ONLY AND TO BE DETERMINED AND CONFIRMED ON SITE.
- CENTRE ALL WINDOWS AND DOORS INTERNALLY TO ROOM U.N.O.
- ALL SERVICE LOCATIONS INCLUDING METER BOX, GAS METER, HOT WATER SERVICE, COOLING UNITS AND THE LIKE ARE INDICATIVE ONLY AND MAY BE ALTERED TO SUIT.

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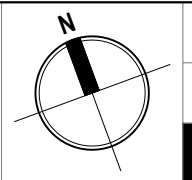
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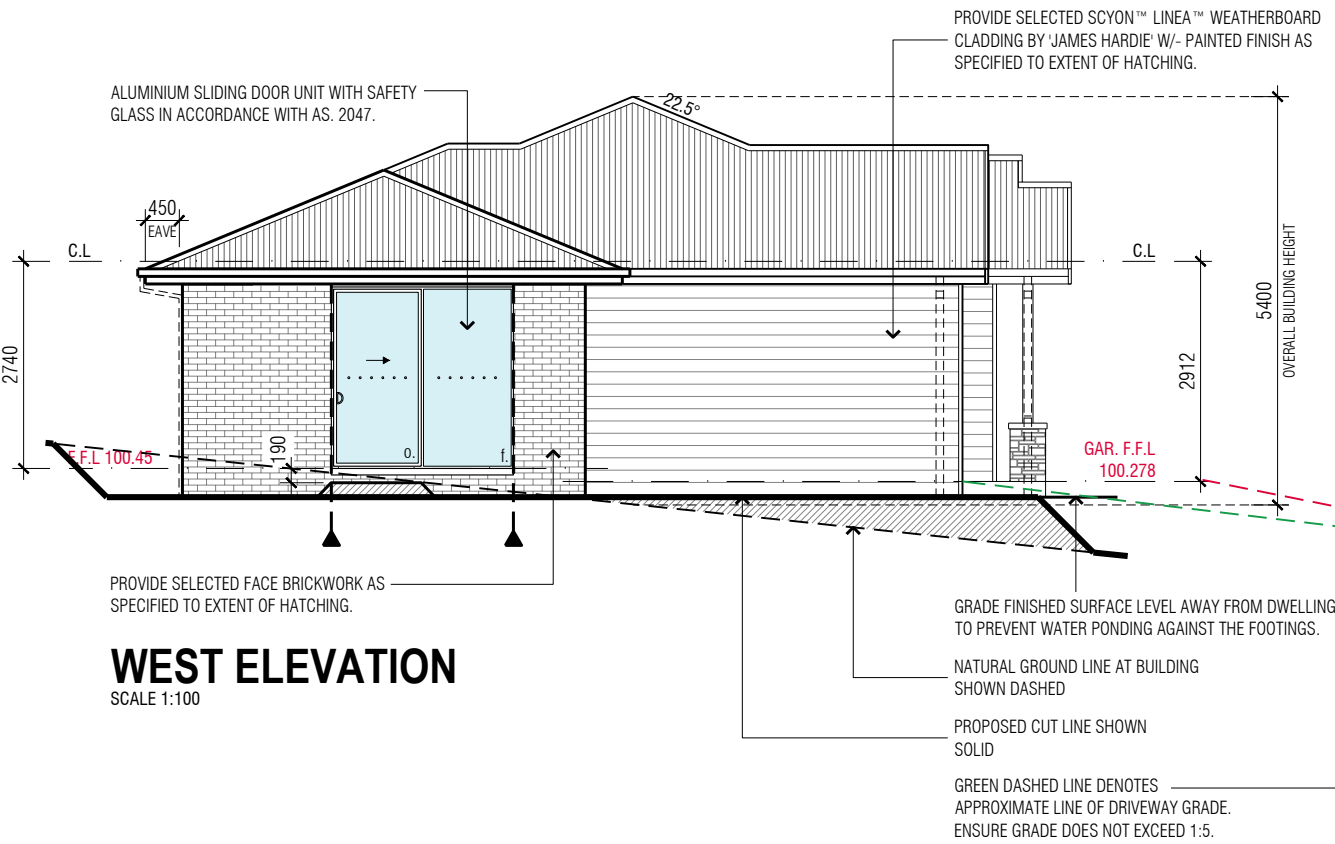
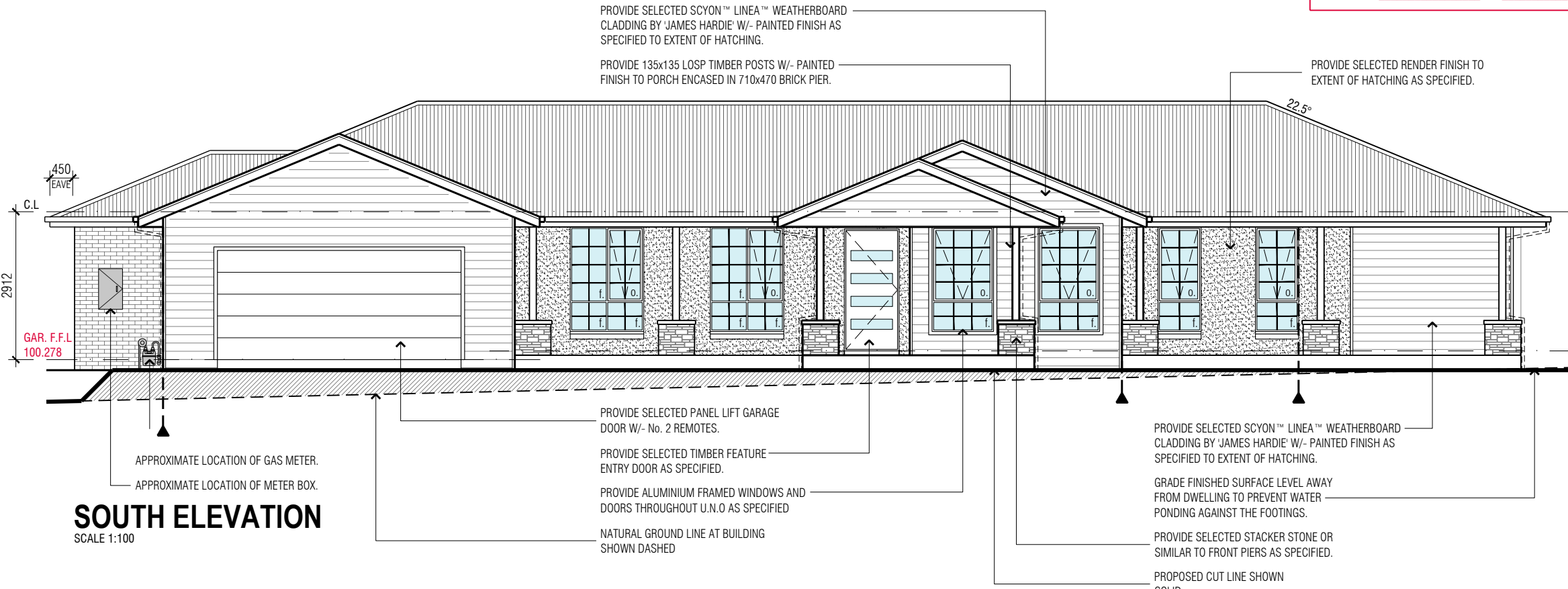
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WINDOW & DOOR SCHEDULE			
ID	H x W	TYPE	NOTES
WINDOWS - HEAD HEIGHT SET AT 2.4m ABOVE F.F.L U.N.O			
W1	2057 x 1450	ALUMINIUM AWNING	GLAZING STRIPS AS SPECIFIED
W2	2057 x 1450	ALUMINIUM AWNING	GLAZING STRIPS AS SPECIFIED
W3	2057 x 1210	ALUMINIUM AWNING	GLAZING STRIPS AS SPECIFIED
W4	2057 x 1210	ALUMINIUM AWNING	GLAZING STRIPS AS SPECIFIED
W5	2057 x 850	ALUMINIUM AWNING	GLAZING STRIPS AS SPECIFIED
W6	2057 x 850	ALUMINIUM AWNING	GLAZING STRIPS AS SPECIFIED
W7	1800 x 2650	ALUMINIUM SLIDING	
W8	1200 x 610	ALUMINIUM SLIDING	COUPLED TO D3 L DRY DOOR
W9	1457 x 1450	ALUMINIUM SLIDING	
W10	1029 x 610	ALUMINIUM SLIDING	OBSCURE GLAZING
W11	1200 x 1210	ALUMINIUM SLIDING	OBSCURE GLAZING
W12	2057 x 610	ALUMINIUM SLIDING	OBSCURE GLAZING
DOORS			
D1	2400 x 1080	TIMBER FRAME	TIMBER DOOR FRAME TO SUIT 1020mm DOOR
D2	2400 x 3610	ALUMINIUM SLIDING	BI-PARTING SLIDING DOOR UNIT
D3	2400 x 2650	ALUMINIUM SLIDING	SLIDING DOOR UNIT
D4	2400 x 880	TIMBER FRAME	TIMBER DOOR FRAME TO SUIT 820mm DOOR COUPLED TO W8
D5	2400 x 2410	ALUMINIUM SLIDING	SLIDING DOOR UNIT
a.	NOMINATED WINDOW SIZES HAVE BEEN DERIVED FROM THE DOWELL WINDOWS PRODUCT RANGE WHICH IS SUBJECT TO CHANGE. WINDOWS SIZES MAY VARY DEPENDANT ON SELECTED MANUFACTURER AND SHOULD BE CONSIDERED NOMINAL ONLY.		
b.	ALL GLAZING TO COMPLY WITH AS 1288: GLASS IN BUILDINGS & N.C.C. PART 3.6: GLAZING. GLAZING WITHIN 500mm OF THE FLOOR LEVEL SHALL BE 5mm THICKENED ANNEALED, GLAZED DOORS & ASSOCIATED SIDE PANELS SHALL BE 5.38mm LAMINATED SAFETY GLASS & BATHROOM WINDOWS WITHIN 1.5m OF THE BATH OR 500mm FROM THE SHOWER ENCLOSURE SHALL BE 3mm TOUGHENED SAFETY GLASS.		
c.	REFER TO APPROVED THERMAL ASSESSMENT FOR GLAZING REQUIREMENTS TO ALL WINDOWS AND DOORS.		



APPROVED Tekcon GROUP BUILDING SURVEYING

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CONTROL JOINTS
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WALL TIES TO BRICKWORK
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 PROVIDE CAVITY FLASHING AND WEEPHOLES TO PERIMETER OF BUILDING BELOW FINISHED FLOOR LEVEL AND ABOVE ALL WALL OPENINGS AT MAXIMUM 1200mm CTS

LOCAL FILL
 LOCALLY FILL AT ALL DWELLING ENTRY POINTS TO PROVIDE MAXIMUM 190mm STEP FROM F.F.L TO GROUND LEVEL BELOW OR ALTERNATIVELY PROVIDE STEPS AND STAIRS

SARKING
 PROVIDE A VAPOUR PERMEABLE SARKING IN ACCORDANCE WITH AS4200.1 TO ALL EXTERNAL WALLS. SARKING TO BE INSTALLED IN ACCORDANCE WITH AS4200.2 AND IS TO BE LOCATED ON THE EXTERIOR SIDE OF THE PRIMARY INSULATION LAYER OF WALL ASSEMBLIES THAT FORM THE EXTERNAL ENVELOPE OF THE BUILDING.

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ELEVATIONS & WS
 G.J. GARDNER JOB No: PLANTECH JOB No:
 - GJ21-1051
 SCALE: 1:100
 DATE: 12-04-22
 SHEET SIZE: A3
 SHEET: WD 04
 DRAWING STAGE: CONSTRUCTION
 DRWN: J.T
 CHKD: B.B

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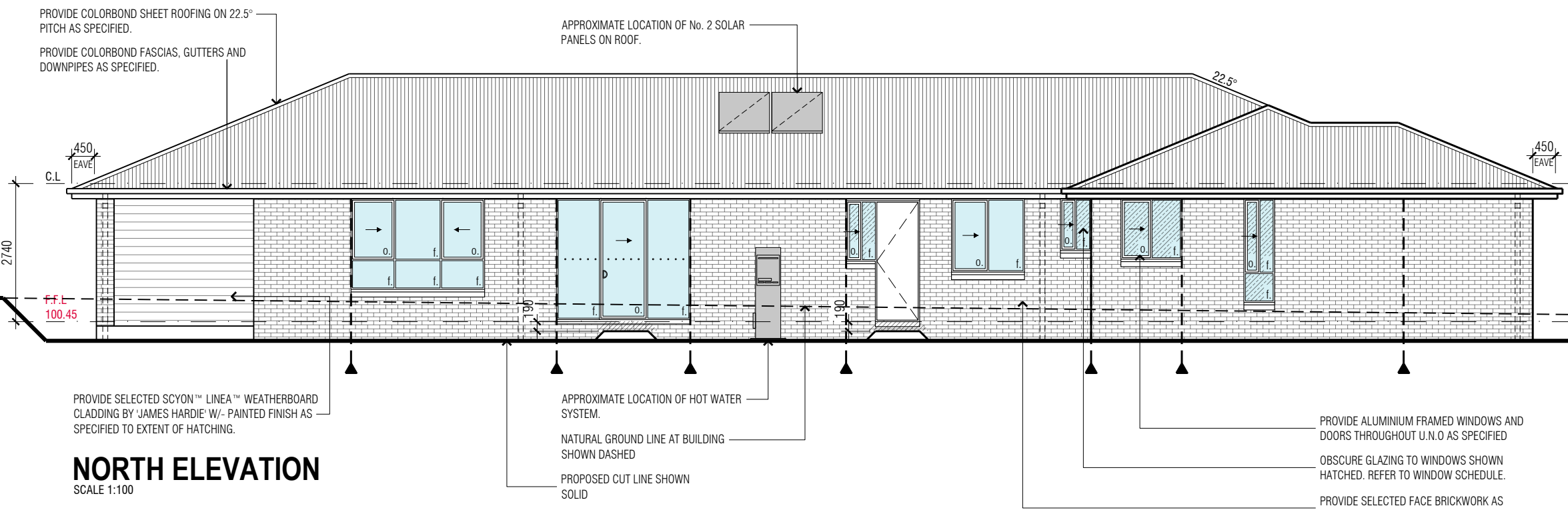
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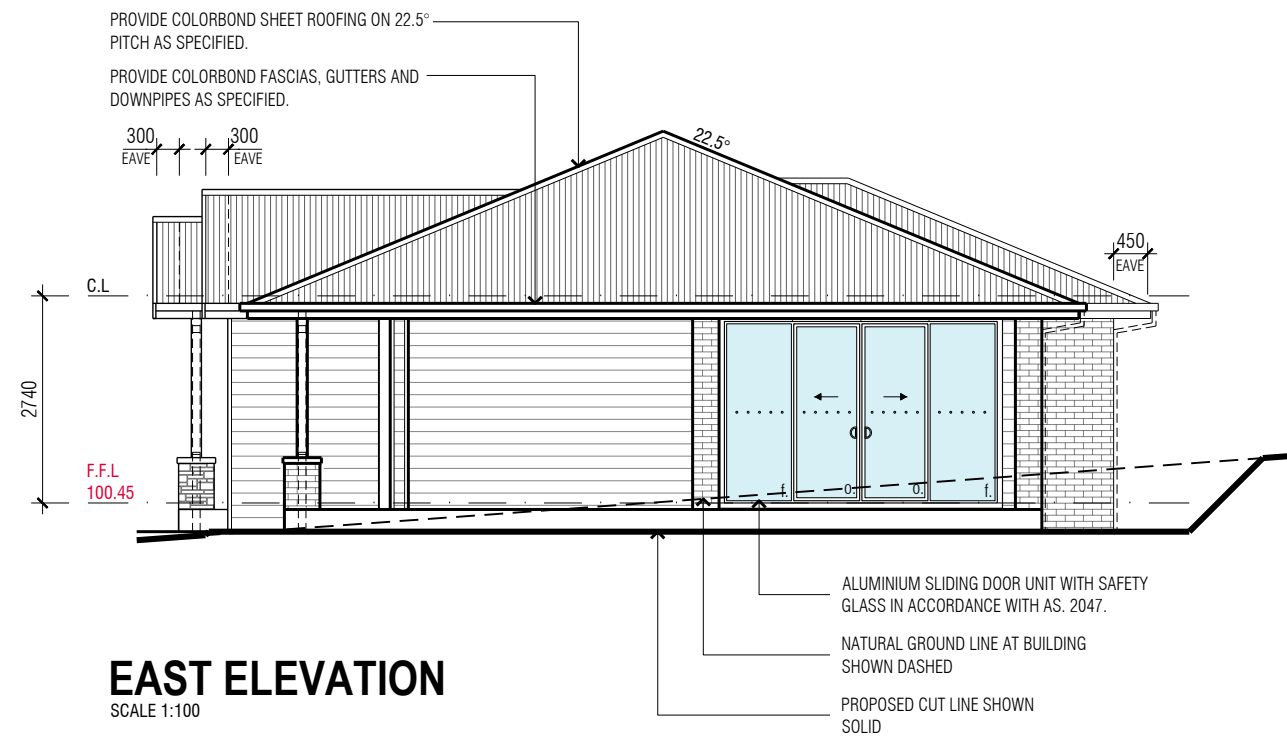
Owner Signed: _____ Date: _____

EXTERNAL FINISHES & COLOUR SCHEDULE				
EXTERIOR FINISH	BRAND / MANU.	FINISH / PROFILE	COLOUR	SAMPLE
FACE BRICKWORK	AUSTRAL BRICKS	ACCESS	STONE	
STACKER STONE	SMILING ROCK	-	HAZELNUT STACK STONE	
HORIZONTAL CLADDING	JAMES HARDIE 150mm	SYCON LINEA WEATHERBOARD	SNOWBELL	
RENDER COLOUR	HAYMES	SMOOTH FINISH	NANTUCKET	
TIMBER POSTS	LOSP 135x135	PAINTED FINISH	WHITE ON WHITE	
WINDOWS & DOOR FRAMES	DOWELL	-	PEARL WHITE	
ENTRY DOOR	PMAD104	CLEAR	WHITE ON WHITE	
GARAGE DOOR	BND GARAGE	GRANGE	SURFMIST	
DRIVEWAY	-	BARRO GROUP	WYNDHAM	DRIVEWAY BY OWNER
ROOF CLADDING	COLORBOND	-	MONUMENT	
FASCIA & GUTTERS	COLORBOND	-	SURFMIST	
DOWNPIPES & SPREADER PIPES	COLORBOND	-	SURFMIST	
METERBOX (COVER)	-	-	SURFMIST	

SAMPLE SWATCHES ARE TO BE USED FOR ILLUSTRATIVE PURPOSES ONLY AND MAY VARY WHEN VIEWED ELECTRONICALLY OR PRINTED. REFER TO MANUFACTURER/S COLOR CODES FOR TRUE REPRESENTATION.



NORTH ELEVATION
 SCALE 1:100



EAST ELEVATION
 SCALE 1:100

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 7618540929665 27 Apr 2022

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 PLANTECH JOB No: **GJ21-1051**
 SCALE: **1:100**
 DATE: **12-04-22**
 DRAWING STAGE:
CONSTRUCTION
 SHEET SIZE: **A3**
 SHEET: **WD 05**
 DRWN: **J.T**
 CHKD: **B.B**

NOTE TO TRUSS MANUFACTURER
A SITE MEASURE TO BE CARRIED OUT PRIOR TO FABRICATION OF PROPOSED ROOF TRUSSES TO CONFIRM ON SITE CONDITIONS.

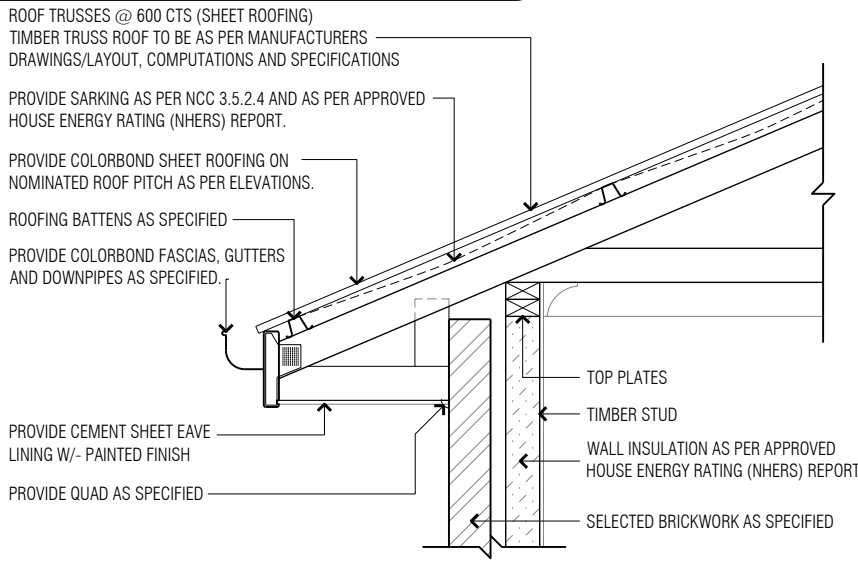
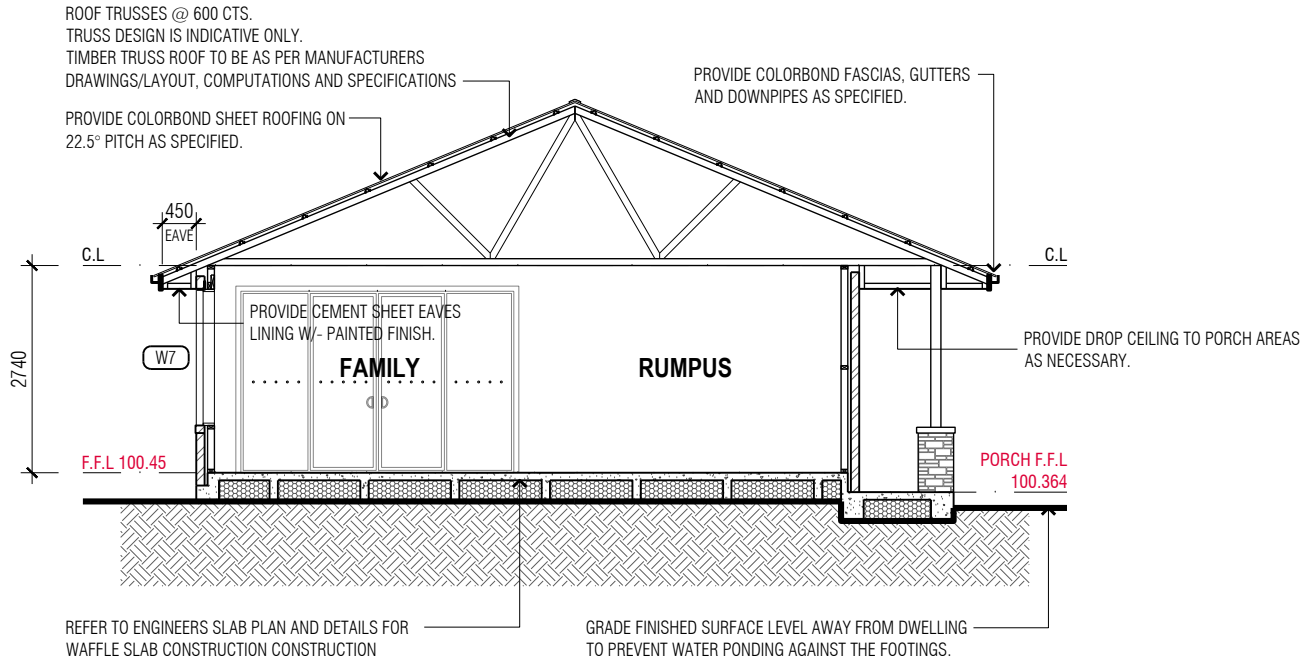
JOINERY NOTE
INTERNAL JOINERY & CABINETRY SHOWN IS INDICATIVE ONLY. REFER TO CABINET MAKERS DRAWINGS & DETAILS OR ALTERNATIVELY REFER TO INTERNAL ELEVATIONS WITHIN THESE PLANS FOR DETAILED JOINERY DRAWINGS.

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TYPICAL EAVE DETAIL
BRICK VENEER CONSTRUCTION
SCALE 1:20
ALL TIMBER ROOF, CEILING AND FLOOR CONSTRUCTION SHALL BE IN ACCORDANCE WITH AS1684 AND ALL RELEVANT SUPPLEMENTS AND STANDARDS.
10mm PLASTERBOARD LININGS TO ALL CEILINGS U.N.O.
10mm PLASTERBOARD LININGS TO ALL WALLING U.N.O.

SECTION A-A
SCALE 1:100
ALL TIMBER ROOF, CEILING AND FLOOR CONSTRUCTION SHALL BE IN ACCORDANCE WITH AS1684 AND ALL RELEVANT SUPPLEMENTS AND STANDARDS.
10mm PLASTERBOARD LININGS TO ALL CEILINGS U.N.O.
REFER TO ADDITIONAL PLAN DETAILS DRAWING FOR WALL LININGS

TIMBER FRAMING SCHEDULE

ALL TIMBER FRAMING TO AS.1684.
REFER TO THE ARCHITECTURAL & AS.1684 'RESIDENTIAL TIMBER FRAMED CONSTRUCTION' FOR SIZES OF COMMON FRAMING MEMBERS NOT SPECIFIED

ALL FRAMING BASED ON:

- ROOF TRUSSES/RAFTER SPACED AT 600mm CTS FOR SHEET ROOFING.
- 40kg/m2 MAXIMUM ALLOWABLE ROOF MASS (SHEET ROOFING)

GROUND FLOOR WALL FRAMING: (UP TO 3000mm HEIGHT)

WALL STUDS: 35 x 90 MGP10 AT 450 MAXIMUM CTS. NOTCHED UP TO MAXIMUM 20mm FOR BRACING

TOP PLATES: 2 / 45 x 90 MGP10

BOTTOM PLATES: 45 x 90 MGP10 FIXED TO CONCRETE SLAB TO AS1684 WHERE NECESSARY

NOGGINGS: 35 x 90 MGP10 AT 1350 MAXIMUM CTS

JAMB STUDS: ALL LINTELS/BEAMS TO BE SUPPORTED BY 2 / 45 x 90 MGP10 DOUBLE STUDS U.N.O.

BRACING: REFER TO ENGINEERS DRAWINGS FOR BRACING LAYOUT

APPROVED ENGINEERS STRUCTURAL DRAWINGS TO TAKE PRECEDENCE OVER ABOVE PARAMETERS

ROOF FRAMING:

- TRUSSES SPACED AT 600mm CTS FOR SHEET ROOFING
- TRUSSES TO MANUFACTURERS SPECIFICATIONS & LAYOUT/DRAWINGS
- ROOFING BATTENS AS PER MANUFACTURERS SPECIFICATIONS

REFER TO STRUCTURAL DRAWINGS FOR LINTEL NOMINATIONS AND BRACING LAYOUT. APPROVED ENGINEERS STRUCTURAL DRAWINGS TO TAKE PRECEDENCE OVER ALL ABOVE PARAMETERS.

WATERPROOFING REQUIREMENTS

VESSELS OR AREA WHERE THE FIXTURE IS INSTALLED	FLOORS AND HORIZONTAL SURFACES	WALLS	WALL JUNCTIONS AND JOINTS	WALL/FLOOR JUNCTIONS	PENETRATIONS
SHOWER AREA (ENCLOSED AND UNENCLOSED)					
WITH HOB	WATERPROOF FLOOR IN SHOWER AREA (INCLUDING ANY HOB OR STEP-DOWN)	(a) WATERPROOF ALL WALLS IN SHOWER AREA TO A HEIGHT THE GREATER OF - (i) NOT LESS THAN 150mm ABOVE FLOOR SUBSTRATE; OR (ii) NOT LESS THAN 25mm ABOVE MAXIMUM RETAINED WATER LEVEL; AND (b) WATER RESISTANT WALLS IN SHOWER AREA TO NOT LESS THAN 1800mm ABOVE FINISHED FLOOR LEVEL OF THE SHOWER	WATERPROOF WALL JUNCTIONS WITHIN SHOWER AREA	WATERPROOF WALL/FLOOR JUNCTIONS WITHIN SHOWER AREA	WATERPROOF PENETRATIONS IN SHOWER AREA
WITH STEP-DOWN					
WITHOUT HOB OR STEP-DOWN					
WITH PERFORMED SHOWER BASE	N/A	WATER RESISTANT WALLS IN SHOWER AREA TO NOT LESS THAN 1800mm ABOVE FINISHED FLOOR LEVEL OF THE SHOWER			
AREA OUTSIDE SHOWER AREA					
FOR CONCRETE AND COMPRESSED FIBRE-CEMENT SHEET FLOORING	WATER RESISTANT FLOOR OF THE ROOM	N/A	N/A	WATERPROOF WALL/FLOOR JUNCTIONS	N/A
FOR TIMBER FLOORS INCLUDING PARTICLEBOARD, PLYWOOD AND OTHER TIMBER BASED FLOORING MATERIALS	WATERPROOF FLOOR OF THE ROOM				
AREAS ADJACENT TO BATHS AND SPAS					
FOR CONCRETE AND COMPRESSED FIBRE-CEMENT SHEET FLOORING	WATER RESISTANT FLOOR OF THE ROOM	(a) WATER RESISTANT TO A HEIGHT OF NOT LESS THAN 150mm ABOVE THE VESSEL FOR THE EXTENT OF THE VESSEL, WHERE THE VESSEL IS WITHIN 75mm OF A WALL.	WATER RESISTANT JUNCTIONS WITHIN 150mm ABOVE A VESSEL FOR THE EXTENT OF THE VESSEL	WATER RESISTANT WALL/FLOOR JUNCTIONS FOR THE EXTENT OF THE VESSEL.	WATERPROOF TAP AND SPOUT PENETRATIONS WHERE THEY OCCUR IN HORIZONTAL SURFACES
FOR TIMBER FLOORS INCLUDING PARTICLEBOARD, PLYWOOD AND OTHER TIMBER BASED FLOORING MATERIALS	WATERPROOF FLOOR OF THE ROOM.	(b) WATER RESISTANT ALL EXPOSED SURFACES BELOW VESSEL LIP			
INSERTED BATHS AND SPAS	(a) WATERPROOF SHELF AREA, INCORPORATING WATER STOP UNDER THE BATH LIP. (b) NO REQUIREMENT UNDER BATH	(a) WATERPROOF TO NOT LESS THAN 150mm ABOVE LIP OF BATH OR SPA; AND (b) NO REQUIREMENT UNDER BATH	(a) WATERPROOF JUNCTIONS WITHIN 150mm ABOVE BATH OR SPA; AND (b) NO REQUIREMENT UNDER BATH	N/A	WATERPROOF TAP AND SPOUT PENETRATIONS WHERE THEY OCCUR IN HORIZONTAL SURFACES.
NOTE: WHERE A SHOWER IS ABOVE A BATH OR SPA, USE REQUIREMENTS FOR SHOWER					
OTHER AREAS					
	WATER RESISTANT FLOOR OF THE ROOM.	N/A	N/A	WATERPROOF WALL/FLOOR JUNCTIONS	N/A
WALLS ADJOINING OTHER VESSELS (E.G. SINK, BASIN OR LAUNDRY TUB)	N/A	WATER RESISTANT TO A HEIGHT OF NOT LESS THAN 150mm ABOVE THE VESSEL, FOR THE EXTENT OF THE VESSEL, WHERE THE VESSEL IS WITHIN 75mm OF A WALL	WATERPROOF WALL JUNCTIONS WHERE A VESSEL IS FIXED TO A WALL	N/A	WATERPROOF TAP AND SPOUT PENETRATIONS WHERE THEY OCCUR IN SURFACES REQUIRED TO BE WATERPROOF OR WATER RESISTANT

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THESE DRAWINGS SHALL BE READ IN CONJUNCTION WITH ALL RELEVANT STRUCTURAL & ADDITIONAL CONSULTANTS' DRAWINGS/DETAILS & WITH ANY OTHER WRITTEN INSTRUCTIONS ISSUED DURING THE COURSE OF THE CONTRACT.
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HOUSE DESIGN:
LONGREACH 247 (CUSTOM)
FAÇADE TYPE:
HAMPTONS
© COPYRIGHT EXCLUSIVE TO G.J. GARDNER HOMES

PROJECT:
SINGLE STOREY DWELLING
ADDRESS:
**No. 28 CANDLEBARK CLOSE
KILMORE, VIC 3764**
CLIENT:
RHONDA GRECH

REV: DATE:	ISSUE:
A 19-10-21	PRELIMINARY WORKING DRAWINGS A
B 22-11-21	PRELIMINARY WORKING DRAWINGS B
C 14-12-21	CLIENT REVISIONS
D 30-03-22	CLIENT REVISIONS
E 12-04-22	BUILDING PERMIT ISSUE

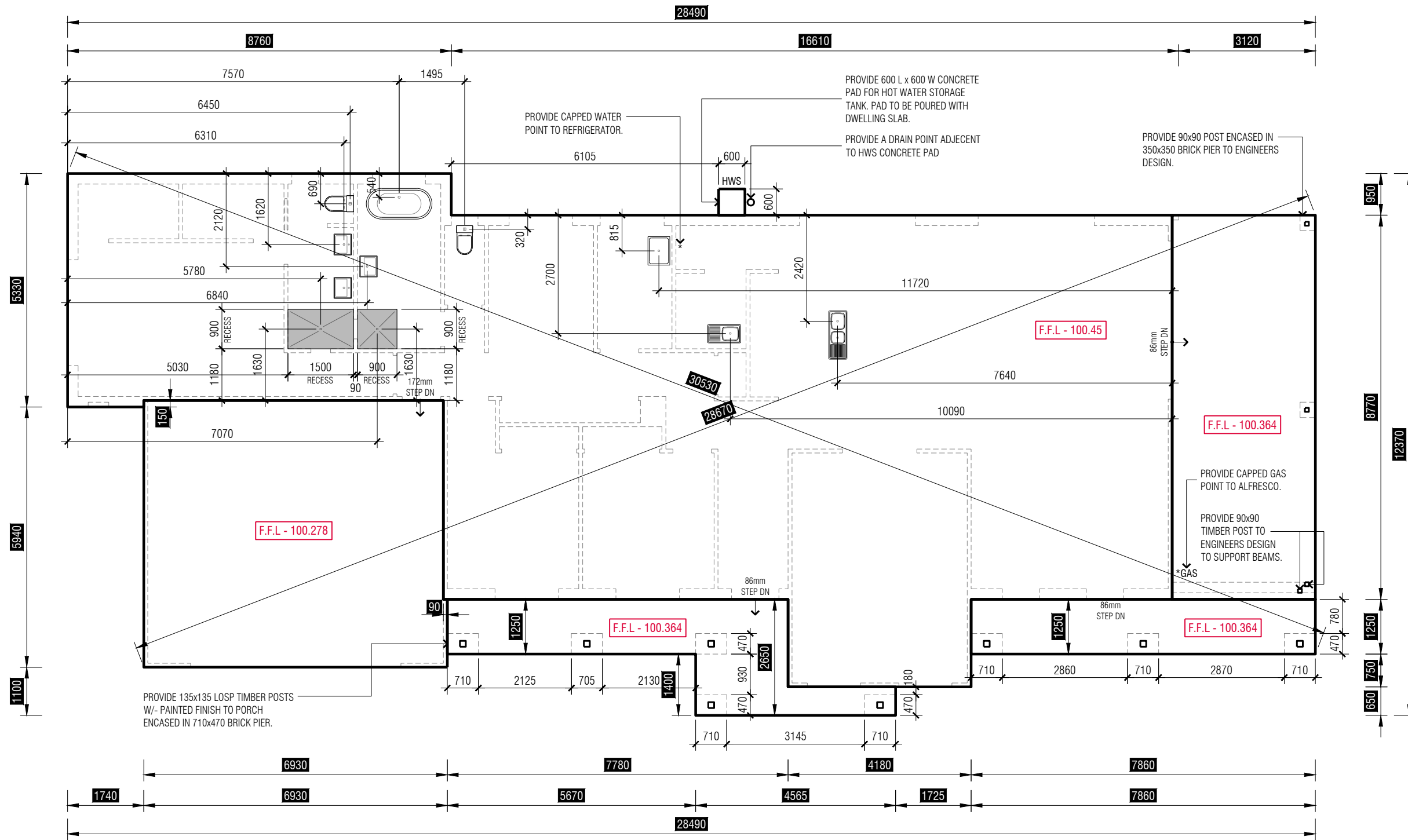
DRAWING TITLE:
SECTION & FS

G.J. GARDNER JOB No:	PLANTECH JOB No:	DATE:	SHEET:
-	GJ21-1051	12-04-22	WD 06
DRAWING STAGE: CONSTRUCTION		DRWN: J.T	CHKD: B.B

I/We have reviewed the plans and agree they accurately depict our chosen plan for construction. By signing these plans you provide authority to proceed with the next phase of drawings and any variations may incur additional design and contractual fees should the contract need to be altered.

Owner Signed: _____ Date: _____
 Owner Signed: _____ Date: _____

DESIGNATED TERMITE AREA
 THIS PROPERTY FALLS WITHIN A DESIGNATED TERMITE PRONE AREA. INSTALL TERMITE BARRIERS TO A.S. 3660.1. PROTECTION PROVIDED VIA PERIMETER SPRAY AND TERMINATE COLLARS TO PENETRATIONS.

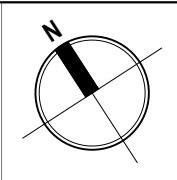


SLAB & SET-OUT PLAN
 SCALE 1:100

SHOWER SLAB RECESS
 PROVIDE 50mm SLAB RECESS FOR IN-SITU SHOWER BASE AS PER ENGINEERS DRAWINGS.

STRUCTURAL ENGINEERING
 ENGINEERING DRAWINGS TO TAKE PRECEDENCE OVER ALL STRUCTURAL NOMINATIONS, DETAILS AND THE LIKE WITHIN THESE PLANS. PLANS TO BE READ IN CONJUNCTION WITH STRUCTURAL ENGINEERING DRAWINGS PREPARED BY:
 ENG CONSULTANTS - REFERENC: 10879

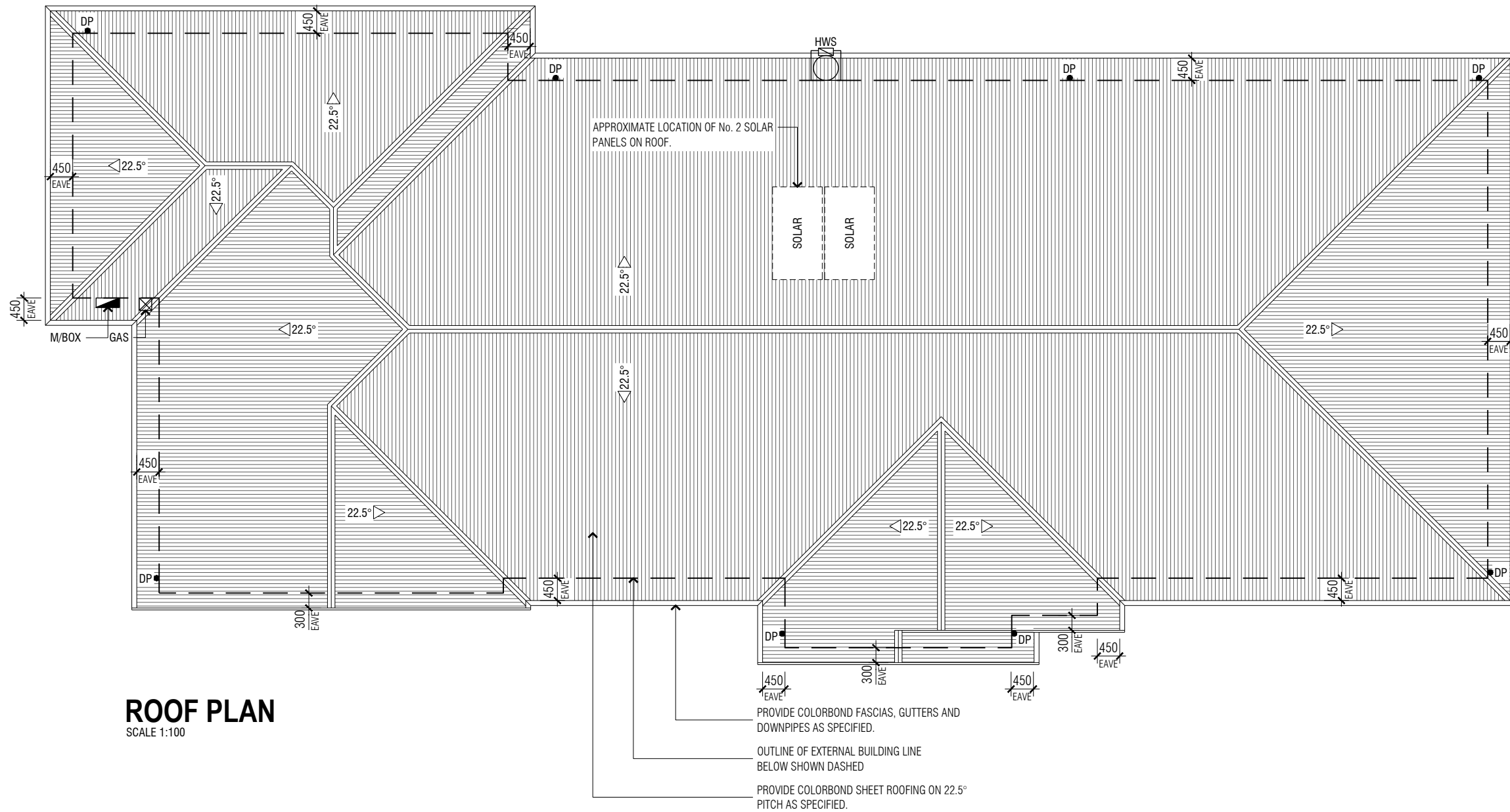
IMPORTANT DIMENSION NOTE
 EXTERNAL HIGHLIGHTED DIMENSIONS ARE TO SLAB EXTENTS AND TO BE USED FOR SET-OUT PURPOSES ONLY. REFER TO APPROVED ENGINEERING DESIGN & DRAWINGS FOR REBATE DETAILS AND SIZES. SLAB LAYOUT PLAN TO BE USED IN CONJUNCTION WITH PROPOSED SITE PLAN, FLOOR PLAN AND APPROVED STRUCTURAL ENGINEERING DRAWINGS.



We have reviewed the plans and agree they accurately depict our chosen plan for construction. By signing these plans you provide authority to proceed with the next phase of drawings and any variations may incur additional design and contractual fees should the contract need to be altered.

Owner Signed: _____ Date: _____
 Owner Signed: _____ Date: _____

DESIGNATED TERMITE AREA
 THIS PROPERTY FALLS WITHIN A DESIGNATED TERMITE PRONE AREA. INSTALL TERMITE BARRIERS TO A.S. 3660.1. PROTECTION PROVIDED VIA PERIMETER SPRAY AND TERMINATE COLLARS TO PENETRATIONS.



ROOF PLAN
 SCALE 1:100

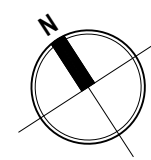
PROVIDE COLORBOND FASCIAS, GUTTERS AND DOWNPIPES AS SPECIFIED.
 OUTLINE OF EXTERNAL BUILDING LINE BELOW SHOWN DASHED
 PROVIDE COLORBOND SHEET ROOFING ON 22.5° PITCH AS SPECIFIED.

VENTILATION OF ROOF SPACE
 PROVIDE TURBINE (WHIRLYBIRD) STYLE VENTILATION TO ROOF SPACE. VENTILATION SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE NCC PART 3.8.7.4.

EAVE NOTE
 EAVES SHALL BE 450mm FROM BRICKWORK AND 600mm FROM THE TIMBER FRAME U.N.O. IT IS RECOMMENDED A SITE MEASURE BE CARRIED OUT PRIOR TO THE FABRICATION OF PROPOSED ROOF TRUSSES TO CONFIRM ANY DISCREPANCIES DUE TO SITE CONDITIONS.

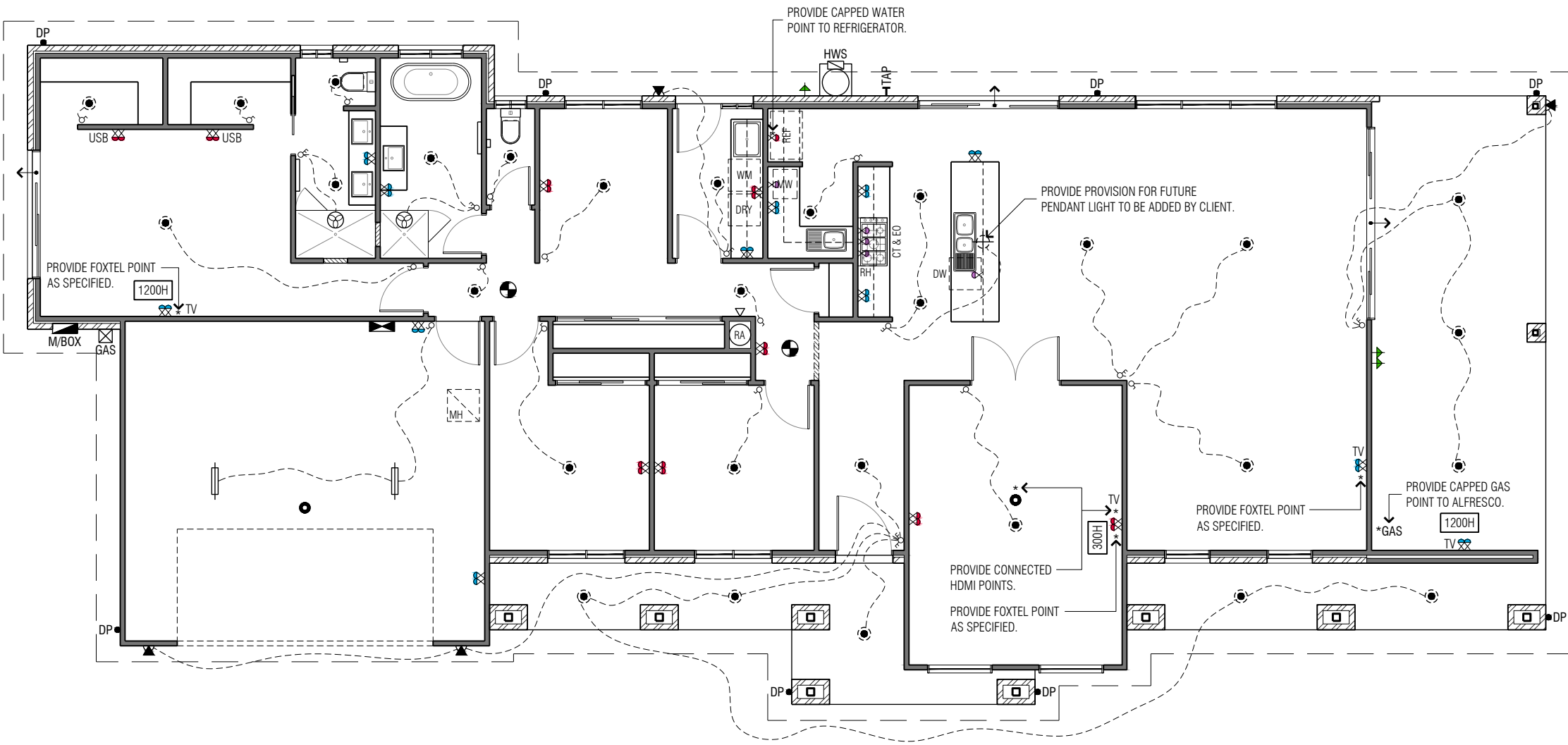
SOLAR NOTE
 PROVIDE No. 2 SOLAR PANELS OVER ROOF CONNECTED TO 215L GAS BOOSTED HOT WATER SYSTEM WITH MINIMUM 60% SOLAR GAIN AS SPECIFIED.

LEGEND	
DP	DENOTES 100 x 50 COLORBOND DOWNPIPES AS SPECIFIED
RH	DENOTES RAINWATER HEAD CONNECTED TO DOWNPIPE AS SPECIFIED
SP	DENOTES COLORBOND SPREADER PIPE TO LOWER ROOF AS SPECIFIED
☒	DENOTES SUMP CONNECTED TO RAINWATER HEAD AS SPECIFIED
Ⓢ	DENOTES COLORBOND CAPPING TO PARAPET WALL AS SPECIFIED



WET AREA POWERPOINTS
 FOR ALL WATER FIXTURES THAT HOLD UNDER 45L WATER, PROVIDE A MINIMUM HORIZONTAL CLEARANCE OF 150mm FROM THE EDGE OF THE FIXTURE AND A MINIMUM OF 400mm VERTICAL CLEARANCE FROM THE TOP OF THE FIXTURE. WHERE FIXTURE HOLDS MORE THAN 45L THE MINIMUM CLEARANCES SHALL BE INCREASED TO 500mm HORIZONTALLY AND 1000mm VERTICALLY.

ELECTRICAL SCHEDULE		
QTY	SYM	DESCRIPTION
2	⚡	SINGLE GPO OUTLET AT 300mm HIGH U.N.O
-	⚡	SINGLE GPO OUTLET AT 1200mm HIGH U.N.O
9	⚡	DOUBLE GPO OUTLET AT 300mm HIGH U.N.O
12	⚡	DOUBLE GPO OUTLET AT 1200mm HIGH U.N.O
5	⚡	APPLIANCE GPO WITHIN JOINERY AT SUITABLE HEIGHT
1	⚡	SINGLE GPO TO CEILING
1	⚡	EXTERNAL WEATHERPROOF SINGLE GPO OUTLET AT 900mm HIGH
1	⚡	EXTERNAL WEATHERPROOF DOUBLE GPO OUTLET AT 900mm HIGH
4	⚡	USB DOUBLE GPO OUTLET W/- DUAL USB AS 300mm HIGH
-	⚡	CEILING LIGHT FITTING WITH MAX. 32W GLOBE
-	⚡	CEILING LIGHT FITTING WITH MAX. 6W GLOBE
29	⚡	90mm RECESSED DOWNLIGHT FITTING WITH MAX. 10W GLOBE
1	⚡	PENDANT LIGHT FITTING WITH 15W GLOBE
-	⚡	CHANDELEIR WITH 20W GLOBE
-	⚡	FLOOD LIGHT WITH 150W GLOBE
-	⚡	STAIR/WALL LIGHT FITTING WITH MAX. 9W GLOBE
-	⚡	INTERNAL WALL MOUNTED LIGHT FITTING WITH MAX. 9W GLOBE
4	⚡	EXTERNAL WALL MOUNTED BATTEN PROVISION
-	⚡	SENSORED EXTERNAL WALL MOUNTED LIGHT FITTING
2	⚡	SINGLE FLUORESCENT LIGHT FITTING WITH MAX. 36W GLOBE
-	⚡	DOUBLE FLUORESCENT LIGHT FITTING WITH MAX. 2x36W GLOBES
-	⚡	3 - IN -1 LIGHT / FAN / HEATER AS SPECIFIED
2	⚡	DENOTES APPROVED SMOKE DETECTORS AS PER N.C.C. 3.7.2.2 & AS 3786. ALL SMOKE DETECTORS TO BE HARDWIRED & INTERCONNECTED & HAVE BATTERY BACK-UP.
2	⚡	EXHAUST FAN EXTRACTED TO EXTERNAL AIR
-	⚡	TELEPHONE / NBN POINT NEXT TO ADJACENT GPO
4	⚡	TV TELEVISION ANTENNA POINT NEXT TO ADJACENT GPO
1	⚡	CAT 5e DATA POINT
14	⚡	1 GANG LIGHT SWITCH SET AT 900mm - 1100mm ABOVE FFL
4	⚡	2 GANG LIGHT SWITCH SET AT 900mm - 1100mm ABOVE FFL
2	⚡	3 GANG LIGHT SWITCH SET AT 900mm - 1100mm ABOVE FFL
1	⚡	4 GANG LIGHT SWITCH SET AT 900mm - 1100mm ABOVE FFL
1	⚡	METER BOX LOCATION
1	⚡	NBN BOX LOCATION
1	⚡	GAS METER LOCATION
1	⚡	HOT WATER SYSTEM LOCATION
-	⚡	A/C SPLIT SYSTEM INTERNAL HEAD UNIT
-	⚡	A/C SPLIT SYSTEM EXTERNAL CONDENSER UNIT
-	⚡	EXTERNAL REFRIGERATED COOLING CONDENSER UNIT
-	⚡	HEATING & COOLING DUCT
-	⚡	SELECTED CEILING FAN CONNECTED TO SWITCH
-	⚡	SELECTED CEILING FAN WITH 32W GLOBE CONNECTED TO SWITCH



ELECTRICAL PLAN
 SCALE 1:100

3 - PHASE POWER UPGRADE
 PROVIDE 3 - PHASE POWER UPGRADE.

6-STAR ENERGY REQUIREMENTS	
<p>6.3 STARS ACHIEVED</p> <p>Total (MJ/m² annum): 182.3</p> <p>ENERGY REQUIREMENTS:</p> <ul style="list-style-type: none"> Minimum 225mm thick wafflepod concrete slab with 100mm concrete top throughout. Minimum R5.0 bulk batt ceiling insulation to the ceiling of the roof excluding the Garage. Reflective foil / sisalation is to comply with the relevant Australian Standards. Minimum R2.0 bulk batt external wall insulation and one layer of breathable membrane wrap installed to all external Brick Veneer walls. Minimum R2.0 bulk batt external wall insulation and one layer of breathable membrane wrap installed to all external Weatherboard clad walls. Minimum R2.0 bulk batt insulation with one layer of breathable membrane wrap to dwelling walls adjoining Garage. 	<ul style="list-style-type: none"> All exhaust fans to be maximum 300mm self-closing type maximum 50mm clearance. All utility doors to be sealed. All window frames to be aluminium throughout, refer to the window schedule for details. All gaps between window frames, external doors, plumbing fixtures and penetrations to be sealed. All windows and external doors to incorporate weather seals. Wall colour assessed as medium. Roof colour assessed as medium. <p>GLAZING REQUIREMENTS:</p> <p>AI Sliding Door SG 5EA U-Value: 4.36 SHGC: 0.61 Manor Awning Window SG 4SP10C1r U-Value: 4.94 SHGC: 0.50</p>

ARTIFICIAL LIGHTING	
1)	THE LAMP POWER DENSITY OR ILLUMINATION POWER DENSITY OF ARTIFICIAL LIGHTING, EXCLUDING HEATERS THAT EMIT LIGHT, MUST NOT EXCEED -
i)	IN A CLASS 1 BUILDING, 5w/m ² ; AND
ii)	ON A VERANDAH OR BALCONY ATTACHED TO A CLASS 1 BUILDING, 4w/m ² ; AND
iii)	IN A CLASS 10 BUILDING, 3w/m ²
2)	THE LAMP POWER DENSITY IS A WHOLE HOUSE CALCULATION BASED ON AN OVERALL SQUARE METERAGE AND NOT ROOM BY ROOM OR AREA BY AREA METERAGE. CALCULATION EXCLUSIONS INCLUDE:
i)	BATHROOM HEAT LAMP
ii)	A LIGHT POINT WITHIN A CEILING SPACE
iii)	EXTERNAL SECURITY LIGHT (NOT FORMING PART OF AN OUTDOOR LIVING, BALCONY OR PORCH/VERANDAH).

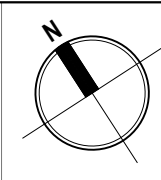
ARTIFICIAL LIGHTING COMPLIANCE - UNIT - 1	
INTERNAL - CLASS 1 - DWELLING	
DWELLING FLOOR AREA	199.1 m ²
ALLOWABLE LIGHT WATTAGE (5w/m ²)	955.5 W
PROPOSED LIGHT WATTAGE	225.0 W
EXTERNAL - ATTACHED TO CLASS 1 - PORCH / VERANDAH	
PORCH / OUTDOOR FLOOR AREA	52.8 m ²
ALLOWABLE LIGHT WATTAGE (4w/m ²)	211.2 W
PROPOSED LIGHT WATTAGE	80.0 W
INTERNAL - CLASS 10 - CARPORT / GARAGE	
GARAGE FLOOR AREA	41.8 m ²
ALLOWABLE LIGHT WATTAGE (3w/m ²)	125.4 W
PROPOSED LIGHT WATTAGE	72.0 W

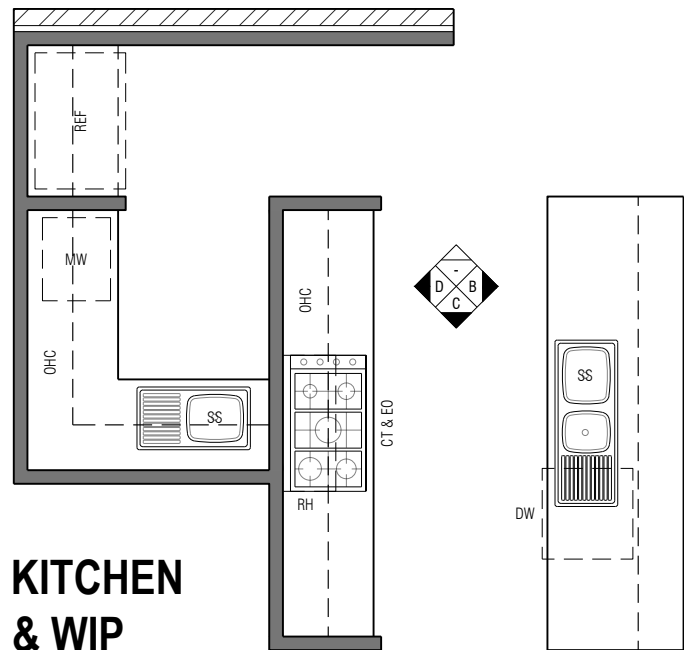
ADDITIONAL ELECTRICAL NOTES

a. ALL ELECTRICAL ITEM LOCATIONS INCLUDING METER BOX, GAS, HOT WATER SERVICE AND THE LIKE ARE INDICATIVE ONLY AND MAY BE ALTERED ON SITE TO SUIT.

b. PROVIDE SWITCH IN ROOF SPACE FOR LIGHT WITHIN 900mm OF MANHOLE.

LIGHT SWITCH POSITIONS
 LIGHT SWITCH LOCATIONS SHOWN ARE INDICATIVE ONLY. LIGHT SWITCHES TO BE POSITIONED BETWEEN 900-1100mm ABOVE FINISHED FLOOR LEVEL.

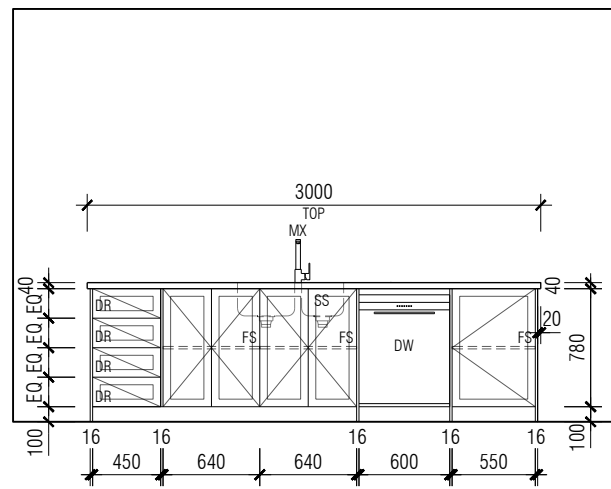




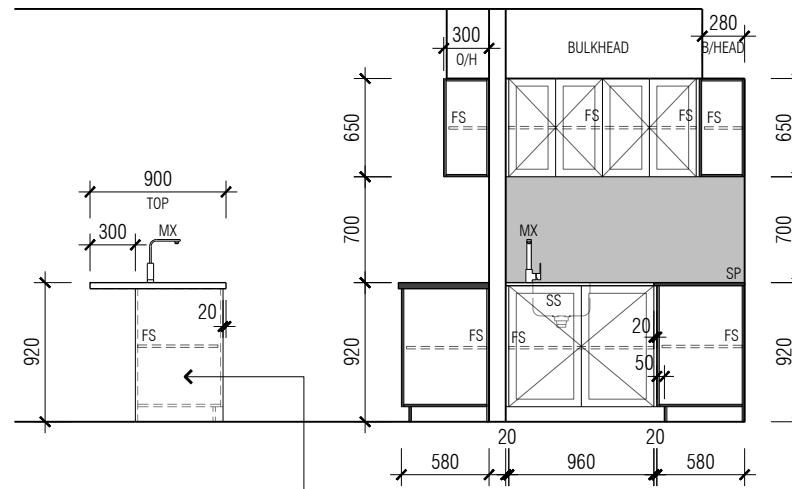
KITCHEN & WIP
SCALE 1:50



PROVIDE GLASS PANELS TO OVERHEAD CABINERY AS SPECIFIED.

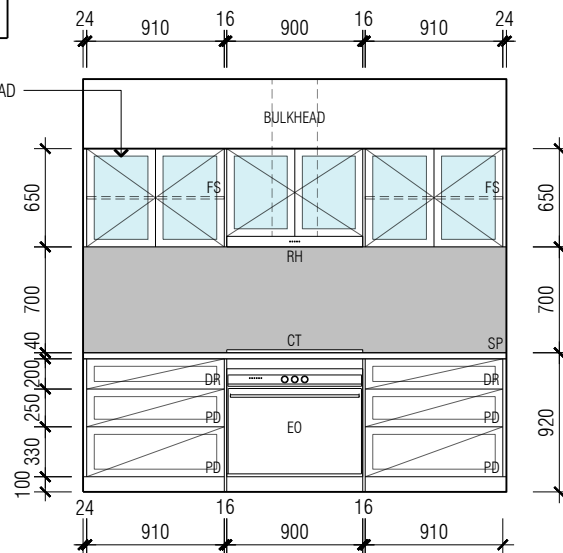


ELEV. B
ISLAND BENCH
SCALE 1:50

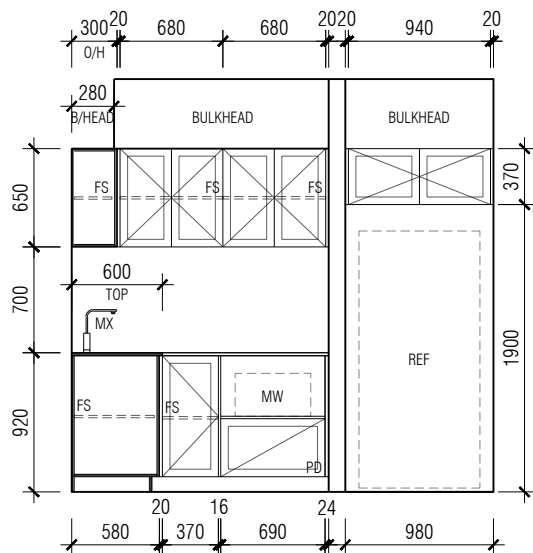


ELEV. C
SCALE 1:50

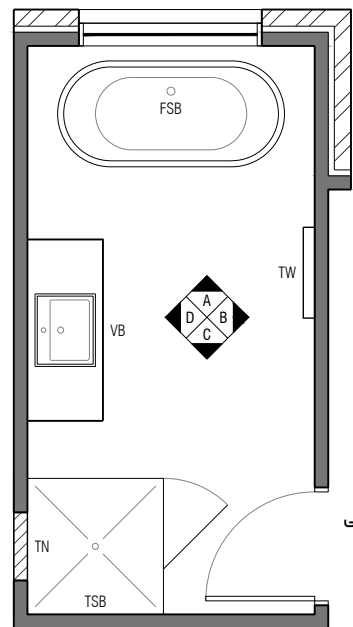
SHAKER CABINERY
PROVIDE SHAKER PANELING TO PERIMETER OF ISLAND BENCH AS SPECIFIED.



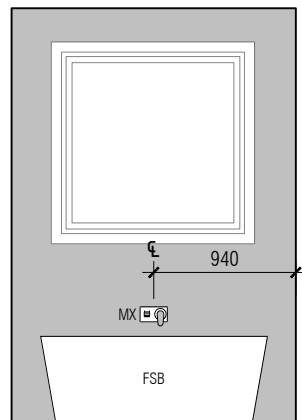
ELEV. D
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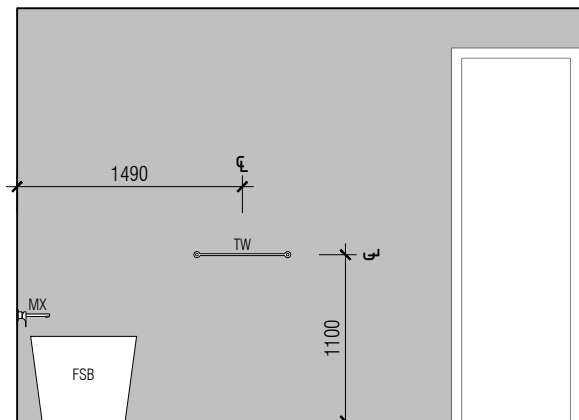
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WIP
SCALE 1:50



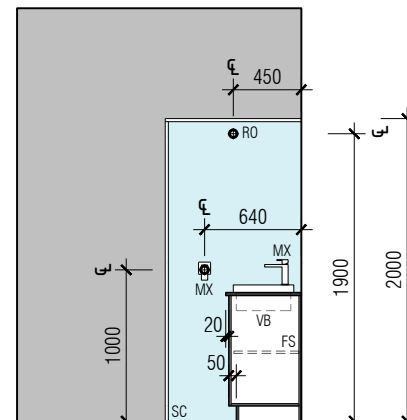
BATH
SCALE 1:50



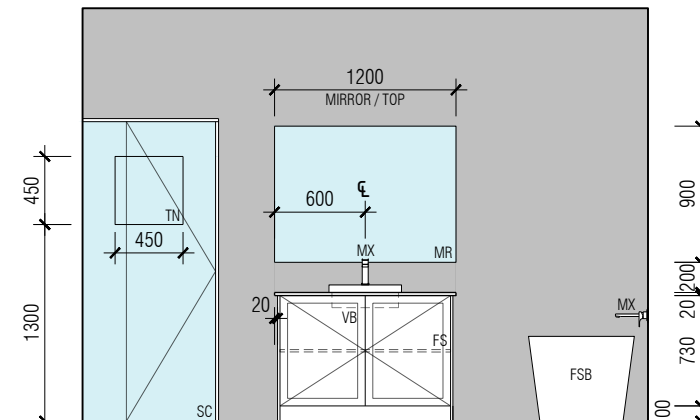
ELEV. A
SCALE 1:50



ELEV. B
SCALE 1:50



ELEV. C
SCALE 1:50



ELEV. D
SCALE 1:50

IMPORTANT NOTE
ALL DIMENSIONS ARE TO BE USED AS A GUIDE ONLY AND TO BE CONFIRMED ON SITE PRIOR TO MANUFACTURING. ALL FIXTURES & FITTINGS SHOWN ARE INDICATIVE ONLY AND SHALL BE READ IN CONJUNCTION WITH PROJECT SPECIFICATIONS.

DIMENSION NOTE
ALL DIMENSIONS AND MEASUREMENTS TAKEN FROM FROM PLASTER WALL LINING.

BENCHTOPS
PROVIDE BENCHTOPS WHERE REQUIRED AS PER SPECIFICATIONS. DRAWINGS ARE NOMINAL ONLY.

KICKER
PROVIDE 100mm LAMINATE KICKER TO ALL BASE CABINERY U.N.O.

HANDLES
PROVIDE SELECTED HANDLES TO CABINERY AS SPECIFIED.

SOFT CLOSE
PROVIDE HETTICH PREMIUM GERMAN SOFT CLOSE DOORS AND DRAWERS TO KITCHEN AS SPECIFIED.

SHAKER CABINERY
PROVIDE SHAKER CABINERY AS PER SPECIFICATIONS.

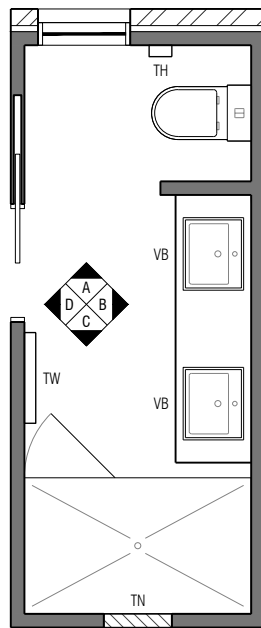
WALL & SKIRTING TILES
PROVIDE SELECTED WALL & 100mm SKIRTING TILES TO EXTENT OF HATCHING TO WET AREAS WHERE SHOWN AS SPECIFIED.

ANNOTATIONS

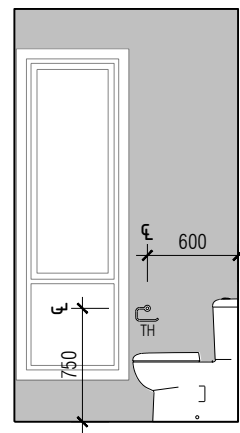
- REF REFRIGERATOR SPACE PROVISION
- WM WASHING MACHINE SPACE PROVISION
- DRY DRYER SPACE PROVISION
- MW MICROWAVE SPACE PROVISION
- OHC OVERHEAD CUPBOARDS AS SPECIFIED
- UM UNDERMOUNT KITCHEN SINK AS SPECIFIED
- SS INSET KITCHEN SINK W/- DRAINER AS SPECIFIED
- DW STAINLESS STEEL DISHWASHER AS SPECIFIED
- EO STAINLESS STEEL ELECTRIC OVEN AS SPECIFIED
- CT INDUCTION COOKTOP AS SPECIFIED
- RH STAINLESS STEEL RANGEHOOD AS SPECIFIED
- SP SPLASHBACK AS SPECIFIED
- VB INSET VANITY BASIN AS SPECIFIED
- TSB IN-SITU TILED SHOWER BASE AS SPECIFIED
- SB TORBEX SHOWER BASE AS SPECIFIED
- FSB FREE STANDING BATHTUB AS SPECIFIED
- TR INSET STAINLESS STEEL TROUGH AS SPECIFIED
- FS FIXED SHELVING TO JOINERY AS SPECIFIED
- AS ADJUSTABLE SHELVING TO JOINERY AS SPECIFIED
- OS OPEN SHELVING TO JOINERY AS SPECIFIED
- DR DRAWER TO JOINERY AS SPECIFIED
- PD POT DRAWER AS SPECIFIED
- MX MIXER TAP AS SPECIFIED
- RO SHOWER ROSE/RAIL AS SPECIFIED
- MR MIRROR AS SPECIFIED
- SC SHOWER SCREEN AS SPECIFIED
- TW TOWEL RAIL AS SPECIFIED
- TH TOILET ROLL HOLDER AS SPECIFIED
- TN DENOTES TILED SHOWER NICHE AS SPECIFIED

APPROVED

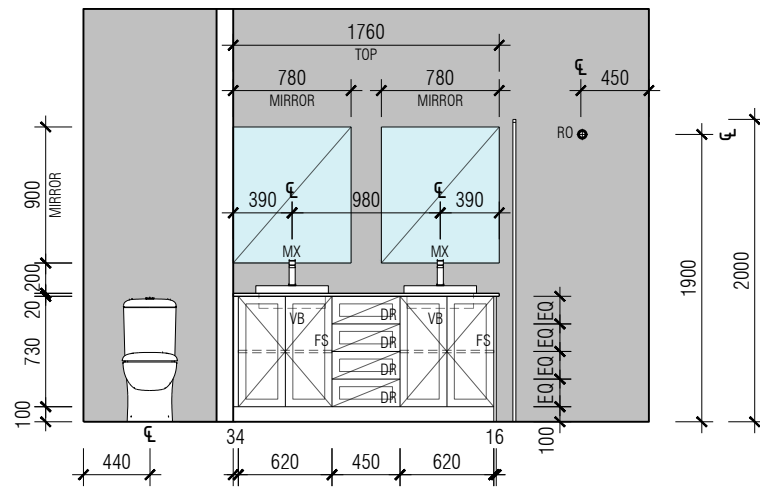
7618540929665 27 Apr 2022



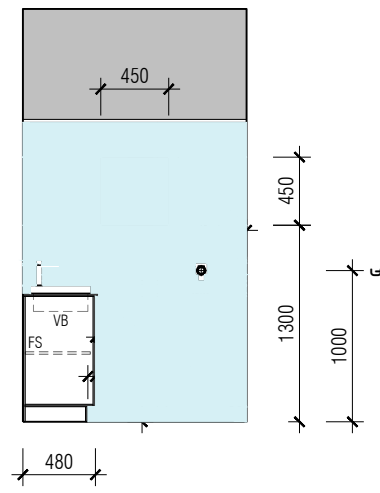
ENSUITE
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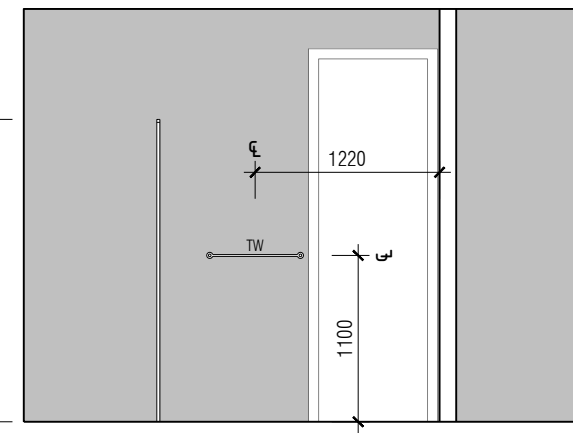
ELEV. A
WC
SCALE 1:50



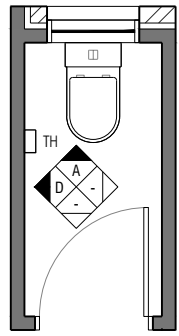
ELEV. B
SCALE 1:50



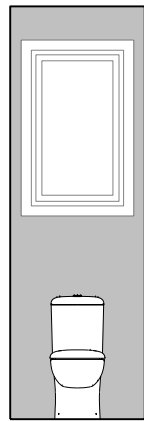
ELEV. C
SCALE 1:50



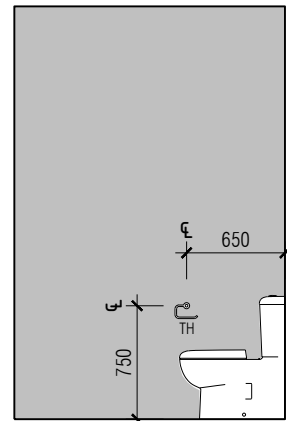
ELEV. D
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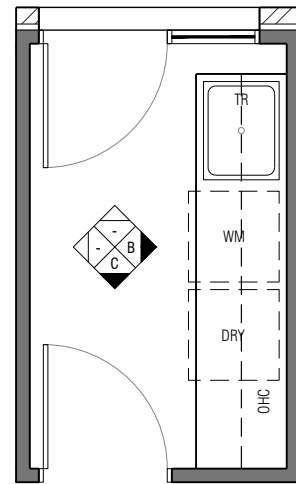
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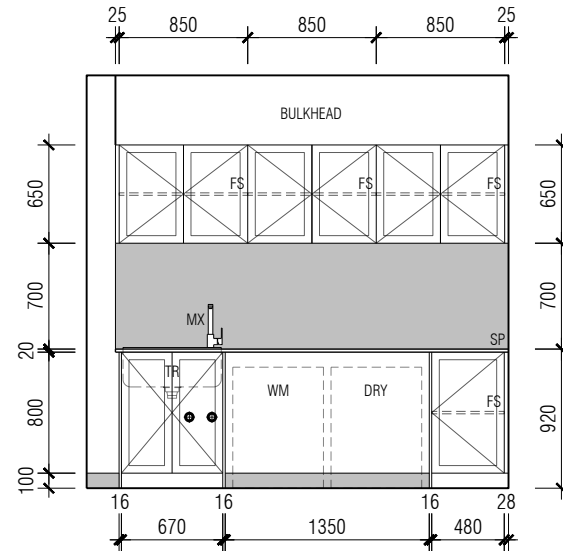
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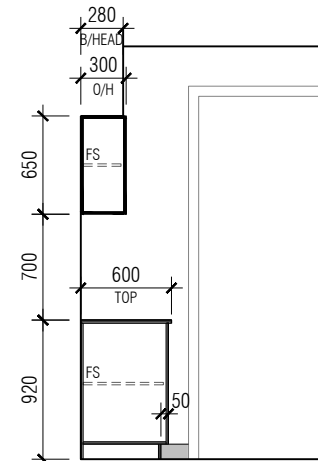
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LAUNDRY
SCALE 1:50



ELEV. B
SCALE 1:50



ELEV. C
SCALE 1:50

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BENCHTOPS
PROVIDE BENCHTOPS WHERE REQUIRED AS PER SPECIFICATIONS. DRAWINGS ARE NOMINAL ONLY.

KICKER
PROVIDE 100mm LAMINATE KICKER TO ALL BASE CABINERY U.N.O.

HANDLES
PROVIDE SELECTED HANDLES TO CABINERY AS SPECIFIED.

SOFT CLOSE
PROVIDE HETTICH PREMIUM GERMAN SOFT CLOSE DOORS AND DRAWERS TO KITCHEN AS SPECIFIED.

SHAKER CABINERY
PROVIDE SHAKER CABINERY AS PER SPECIFICATIONS.

WALL & SKIRTING TILES
PROVIDE SELECTED WALL & 100mm SKIRTING TILES TO EXTENT OF HATCHING TO WET AREAS WHERE SHOWN AS SPECIFIED.

ANNOTATIONS

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WM	WASHING MACHINE SPACE PROVISION
DRY	DRYER SPACE PROVISION
MW	MICROWAVE SPACE PROVISION
OHC	OVERHEAD CUPBOARDS AS SPECIFIED
UM	UNDERMOUNT KITCHEN SINK AS SPECIFIED
SS	INSET KITCHEN SINK W/- DRAINER AS SPECIFIED
DW	STAINLESS STEEL DISHWASHER AS SPECIFIED
EO	STAINLESS STEEL ELECTRIC OVEN AS SPECIFIED
CT	INDUCTION COOKTOP AS SPECIFIED
RH	STAINLESS STEEL RANGEHOOD AS SPECIFIED
SP	SPLASHBACK AS SPECIFIED
VB	INSET VANITY BASIN AS SPECIFIED
TSB	IN-SITU TILED SHOWER BASE AS SPECIFIED
SB	TORBEX SHOWER BASE AS SPECIFIED
FSB	FREE STANDING BATHTUB AS SPECIFIED
TR	INSET STAINLESS STEEL TROUGH AS SPECIFIED
FS	FIXED SHELVING TO JOINERY AS SPECIFIED
AS	ADJUSTABLE SHELVING TO JOINERY AS SPECIFIED
OS	OPEN SHELVING TO JOINERY AS SPECIFIED
DR	DRAWER TO JOINERY AS SPECIFIED
PD	POT DRAWER AS SPECIFIED
MX	MIXER TAP AS SPECIFIED
RO	SHOWER ROSE/RAIL AS SPECIFIED
MR	MIRROR AS SPECIFIED
SC	SHOWER SCREEN AS SPECIFIED
TW	TOWEL RAIL AS SPECIFIED
TH	TOILET ROLL HOLDER AS SPECIFIED
TN	DENOTES TILED SHOWER NICHE AS SPECIFIED

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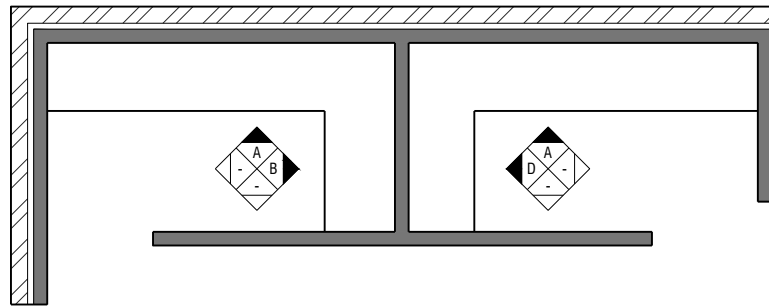
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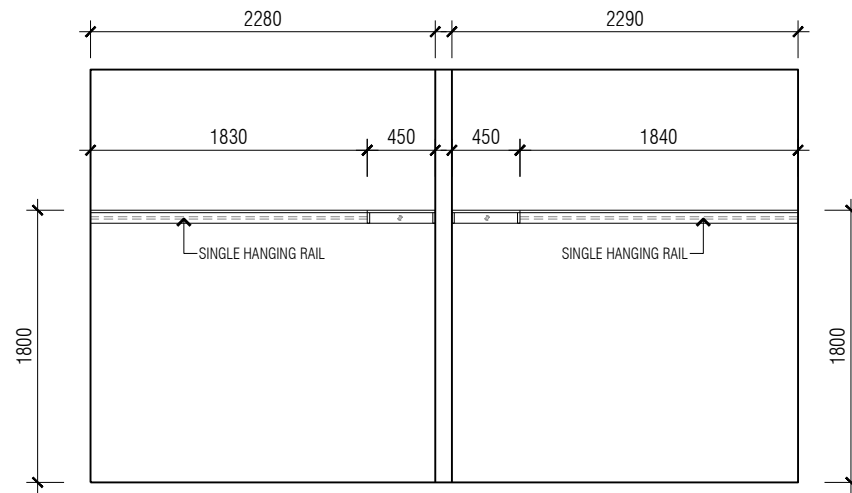
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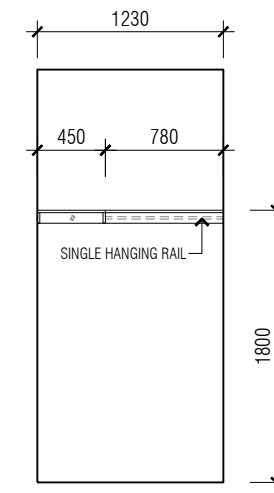
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-	GJ21-1051	DRWN:	J.T
DRAWING STAGE:	CONSTRUCTION	CHKD:	B.B
			WD 11



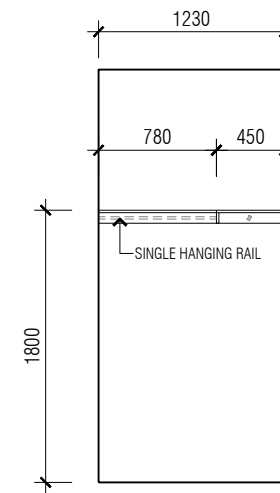
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MASTER BED
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ELEV. A
SCALE 1:50

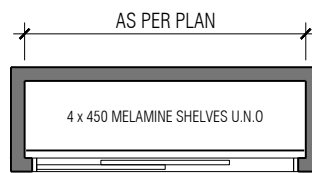


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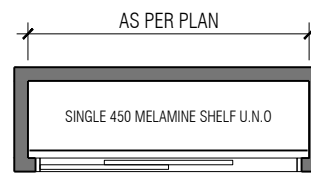
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CENTRE SUPPORT
PROVIDE CENTRE SUPPORT AT EVERY 1200mm CTS MAXIMUM U.N.O.



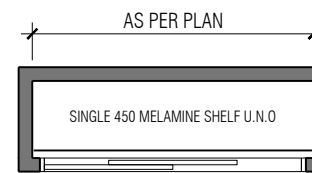
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CENTRE SUPPORT
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TYP. ROBE
SCALE 1:50

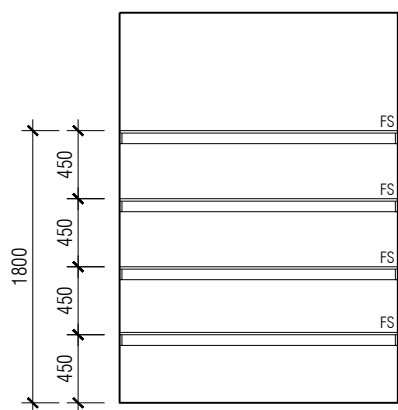
CENTRE SUPPORT
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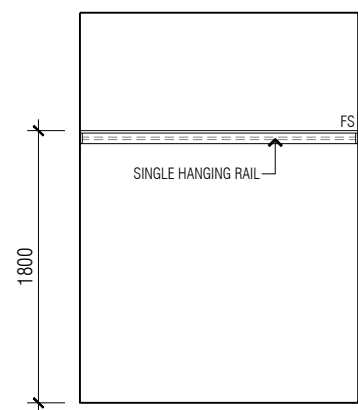
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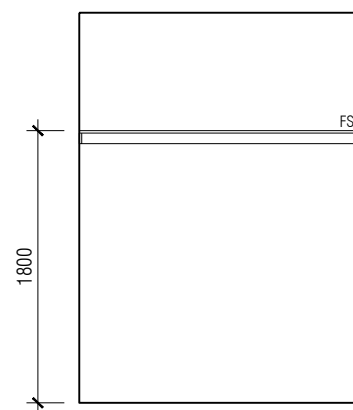
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ELEV. A
SCALE 1:50



ELEV. A
SCALE 1:50



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CLIENT/S:
RHONDA GRECH

REV: DATE: ISSUE:
A 19-10-21 PRELIMINARY WORKING DRAWINGS A
B 22-11-21 PRELIMINARY WORKING DRAWINGS B
C 14-12-21 CLIENT REVISIONS
D 30-03-22 CLIENT REVISIONS
E 12-04-22 BUILDING PERMIT ISSUE

DRAWING TITLE:
INTERNAL ELEVATIONS

SCALE: 1:50 SHEET SIZE: A3
G.J. GARDNER JOB No: PLANTECH JOB No: DATE: 12-04-22 SHEET: WD 12
DRAWING STAGE: CONSTRUCTION DRWN: J.T CHKD: B.B



3D VIEW 1
NOT TO SCALE



3D VIEW 2
NOT TO SCALE



3D VIEW 3
NOT TO SCALE



3D VIEW 4
NOT TO SCALE

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**IMPORTANT NOTE: 3D REPRESENTATIONS TO BE USED FOR ILLUSTRATIVE PURPOSES ONLY AND NOT FOR CONSTRUCTION.
 REFER TO EXTERNAL FINISHES SCHEDULE FOR MATERIAL & COLOUR SELECTION.**

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DRAWING TITLE: 3D REPRESENTATIONS		SCALE: NTS	SHEET SIZE: A3
G.J. GARDNER JOB No: -	PLANTECH JOB No: GJ21-1051	DATE: 12-04-22	SHEET: WD 13
DRAWING STAGE: CONSTRUCTION		DRWN: J.T	CHKD: B.B

PROPOSED DWELLING

NO. 28 CANDLEBARK CLOSE, KILMORE

GENERAL

- G1. THESE DRAWINGS SHALL BE READ IN CONJUNCTION WITH ALL ARCHITECTURAL AND OTHER CONSULTANT'S DRAWINGS AND SPECIFICATIONS AND WITH SUCH OTHER WRITTEN INSTRUCTIONS AS MAY BE ISSUED DURING THE COURSE OF THE CONTRACT. ANY DISCREPANCY SHALL BE REFERRED TO THE ENGINEER OR ARCHITECT BEFORE PROCEEDING WITH THE WORK.
- G2. ALL DIMENSIONS ARE TO BE OBTAINED FROM THE ARCHITECT'S DRAWINGS OR FROM SITE. ENGINEER'S DRAWINGS MUST NOT BE SCALED.
- G3. DURING CONSTRUCTION THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE STRUCTURE IN A STABLE CONDITION AND ENSURING NO PART SHALL BE OVERSTRESSED UNDER CONSTRUCTION ACTIVITIES.
- G4. MATERIAL AND WORKMANSHIP ARE TO BE IN ACCORDANCE WITH THE RELEVANT SAA CODES, BCA/NCC REQUIREMENTS UNLESS OTHERWISE NOTED IN THE PROJECT SPECIFICATION.
- G5. THE APPROVAL OF A SUBSTITUTION BY THE ENGINEER IS NOT AN AUTHORIZATION FOR AN EXTRA. ANY EXTRA INVOLVED MUST BE TAKEN UP WITH THE ARCHITECT BEFORE WORK COMMENCES.
- G6. THE STRUCTURAL WORK SHOWN ON THESE DRAWINGS HAS BEEN DESIGNED FOR THE FOLLOWING LIVE LOADS:-

AREA	LIVE LOAD
FLOOR	1.5 kPa
ROOF	0.25 kPa 'OR' (1.8/A + 0.12) WHICHEVER IS GREATER
BALCONY (IF APPLICABLE)	2.0 kPa

- G7. FOUNDATION MATERIAL TO BE APPROVED BEFORE POURING CONCRETE FOR A SAFE BEARING CAPACITY OF:
 50kPa WAFFLE/RAFTER SLAB
 100kPa STRIP FOOTING
- G8. ALL DETAILS SHOWN IN ENG CONSULTANTS' DRAWING SETS ARE FOR STRUCTURAL PURPOSES ONLY. THE ARCHITECT AND BUILDER MUST ENSURE ALL CONSTRUCTION REQUIREMENTS SET BY THE BCA/NCC ARE MET. THIS OFFICE SHOULD BE CONTACTED IF ANY CLARIFICATION IS REQUIRED.

FRAMING

- F1. PROVIDE SOLID BLOCKING (45 WIDE x D-25 DEEP) SECURELY NAILED TO JOISTS/RAFTERS (D=DEPTH OF JOIST/RAFTER) AT 1800 MAX. CRS.
- F2. ALL EXTERNAL OR EXPOSED STEELWORK TO BE HOT DIP GALVANISED.
- F3. WATERPROOFING TO ARCHITECTS DETAILS.
- F4. ALL TIMBER FRAMING & BRACING NOT SHOWN TO COMPLY WITH AS1684 TIMBER FRAMING MANUAL.
- F5. ALL BRICKWORK LINTELS TO ARCHITECTS DETAILS. ALL BRICKWORK LINTELS TO COMPLY WITH F.3.3.3.5 OF B.C.A 2012 VOLUME 2.
- F6. ALL BEAMS/GIRDER & HIP TRUSSES TO BE SUPPORTED ON DOUBLE STUDS EACH END U.N.O.
- F7. ALL LINTELS TO BE SUPPORTED ON SINGLE STUD AND JAMB STUD U.N.O.
- F8. ALL TRUSSES & WALL FRAMES TO MANUFACTURER'S DESIGN & DETAILS.
- F9. TRUSS DIRECTION ASSUMED AS SHOWN (IF APPLICABLE). CONTACT THIS OFFICE IF DIFFERENT TRUSS LAYOUT IS USED SO LINTELS ETC CAN BE REDESIGNED (IF REQUIRED).
- F10. ALL TIMBER LINTELS TO BE DESIGNED BY THE TRUSS MANUFACTURER. TYPICAL U.N.O
- F11. BUILDER TO SUPPLY MANUFACTURERS TRUSS LAYOUT TO THIS OFFICE FOR APPROVAL PRIOR TO CONSTRUCTION. TRUSS DESIGN MUST BE IN ACCORDANCE WITH AS1720 AND AS1684. TRUSS FABRICATOR/BUILDER IS RESPONSIBLE FOR PROVIDING ADEQUATE ROOF/WALL BRACING TO ENSURE STABILITY OF THE STRUCTURE IN ACCORDANCE TO AS1684.
- F12. ALL INTERNAL WALLS TO BE NON-LOAD BEARING (TYPICAL) UNLESS HATCHED OTHERWISE ON PLANS.

CONCRETE

- C1. ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH AS 3600.
- C2. CONCRETE COVER TO ALL REINFORCEMENT (FINISHES NOT INCLUDED).

ELEMENT	FORMED AND SHELTERED	FORMED AND EXPOSED	NO FORM WORK
SLABS AND WALLS	20mm	30mm	65mm
BEAMS	25mm	40mm	65mm
COLUMNS	40mm	50mm	75mm
FOOTINGS		65mm	75mm

- C3. CONCRETE SIZES SHOWN DO NOT INCLUDE FINISH AND MUST NOT BE REDUCED OR HOLED IN ANY WAY WITHOUT THE ENGINEER APPROVAL.
- C4. DEPTHS OF BEAMS ARE GIVEN FIRST AND INCLUDE SLAB THICKNESS.
- C5. CONSTRUCTION JOINTS WHERE NOT SHOWN SHALL BE PROPERLY FORMED AND LOCATED TO THE APPROVAL OF THE ENGINEER.
- C6. REINFORCEMENT IS SHOWN DIAGRAMMATICALLY AND NOT NECESSARILY IN TRUE PROJECTION.
- C7. SPLICES IN REINFORCEMENT SHALL BE MADE ONLY IN POSITIONS SHOWN. WELDING OF REINFORCEMENT WILL NOT BE PERMITTED UNLESS SHOWN ON THE STRUCTURAL DRAWINGS.
- C8. REINFORCEMENT SYMBOLS:-
 L LOW DUCTILITY BARS TO AS 4671 : 2001
 N NORMAL DUCTILITY BARS TO AS 4671 : 2001
 E SEISMIC (EARTHQUAKE) DUCTILITY BAR TO AS 4671 : 2001
 THE NUMBER FOLLOWING THE BAR SYMBOL IS THE NOMINAL BAR DIAMETER IN MILLIMETRES.
- C9. CAMBER TO BEAMS AND SLABS SHALL BE 2mm FOR EVERY 1M OF SPAN UNLESS OTHERWISE NOTED.
- C10. ALL CONCRETE SHALL BE GRADE 20MPa - 100mm SLUMP (U.N.O.)
- C11. ALL REINFORCEMENT SHALL BE SUPPORTED IN ITS CORRECT POSITION SO AS NOT TO BE DISPLACED DURING CONCRETING ON APPROVED BAR CHAIRS AT 1.0m MAX CRS BOTH WAYS. WHERE REQUIRED PROVIDE SUPPORT BARS N16 AT 1.0M MAX CRS.
- C12. CONCRETE TO BE KEPT FREE OF SUPPORTING BRICKWORK BY TWO LAYERS OF A SUITABLE MEMBRANE (MALTHOID, ETC.), OR AS DIRECTED BY THE ENGINEER. VERTICAL FACES OF CONCRETE TO BE KEPT FREE BY 10mm THICKNESS OF BITUMINOUS CANITE.
- C13. WHERE WALLS ARE NON-LOAD BEARING AT EITHER HORIZONTAL OR VERTICAL FACES THEY SHALL BE SEPARATED FROM CONCRETE OR BRICKWORK BY 10mm THICK CANITE.
- C14. ALL REINFORCEMENT FOR ANY ONE POUR SHALL BE COMPLETELY PLACED AND TIED PRIOR TO INSPECTION BY THE ENGINEER OR ARCHITECT. NO CONCRETE SHALL BE POURED UNTIL REINFORCEMENT HAS BEEN INSPECTED AND APPROVED.
- C15. WHERE SLABS AND BEAMS ARE TO SUPPORT BRICKWORK OVER, FORMWORK AND PROPS MUST BE REMOVED BEFORE COMMENCEMENT OF BRICKWORK.
- C16. TRENCH MESH IN BEAMS TO BE LAID CONTINUOUSLY WITH EACH LAYER BEING LAPPED FOR ITS FULL WIDTH AT INTERSECTIONS AND FOR A MINIMUM OF 500mm AT SPLICES. THE TRENCH MESH SHALL BE OVERLAPPED BY THE WIDTH OF THE FABRIC AT T & L JUNCTIONS.
- C17. AS A GENERAL POLICY, WE DO NOT RECOMMEND THE USE OF POLISHED CONCRETE. THE OWNER SHOULD BE MADE AWARE BY THE BUILDING DESIGNER AND BUILDER THAT CONCRETE IS A NATURAL MATERIAL AND THE POSSIBILITY OF SURFACE CRACK FORMATION MAY OCCUR AND CANNOT BE GUARANTEED EITHER IN THE SHORT OR LONG TERM, WE HIGHLY RECOMMEND CURING THE SLAB USING AN APPROVED CURING SPRAYED MEMBRANE.
- C18. WHEN NEW FOOTING IS ABUTTED TO THE ADJACENT STRUCTURES OF NEIGHBOURING BUILDING AT BOUNDARY, A MINIMUM OF 10mm THICK "ABLEFLEX" (OR APPROVED EQUIVALENT) MUST BE PLACED BETWEEN STRUCTURES (UNLESS OTHERWISE NOTED ON ENGINEERING DRAWINGS TYPICAL)

BRICKWORK

- B1. THE UNCONFINED COMPRESSIVE STRENGTH OF A BRICK UNIT TO BE MIN. OF 15MPa AND COMPRESSIVE STRENGTH OF MASONRY TO BE A MIN. OF 5.4 MPa
- B2. THE MORTAR MIX FOR BRICKWORK SHALL BE 1:1:6
- B3. FOR NON-LOAD BEARING WALLS SEE NOTE C13.
- B4. ARTICULATION (OR EXPANSION) JOINT SPACING MUST BE IN ACCORDANCE WITH AS4773.1 - 2015, AS4773.2 - 2015 & TECHNICAL NOTE 61 (AUG 2008) FOR ARTICULATED WALLING UNLESS NOTED OTHERWISE.
- B5. ALL WALL TIES MUST BE GALVANISED.

STRUCTURAL TIMBER

- T1. ALL TIMBER FRAMING IS TO BE IN ACCORDANCE WITH AS 1684-2010 RESIDENTIAL TIMBER FRAMED CONSTRUCTION.
- T2. ALL TIMBER STRESS GRADES NOMINATED SHALL BE IN ACCORDANCE WITH THE RELEVANT CODES AND MEANS THE STRUCTURAL QUALITY OF A TIMBER SECTION (REFER TO AS 1720).
- T3. TIMBER SHALL BE STORED AND HANDLED SO AS NOT TO BE DETRIMENTAL TO THEIR PERFORMANCE OR DAMAGE THEM. REFER APPENDIX H AS 1684-2:2010
- T4. ALL TIMBER SHALL BE DRY, IE: LESS THAN 15% MOISTURE CONTENT AT THE TIME OF CONSTRUCTION AND SHALL BE PROTECTED AND/OR TREATED AS NOTED.
- T5. ALL TIMBER BEAMS AND LINTELS ARE TO BEAR ON DOUBLE STUDS (ONE JAMB AND ONE BEARING STUD), UNLESS OTHERWISE NOTED.
- T6. BEAMS/STUDS HAVING MORE THAN 1 MEMBER TO BE NAIL LAMINATED TOGETHER IN ACCORDANCE WITH AS 1684-2010.
- T7. ALL EXPOSED TIMBER TREATMENT MUST BE IN ACCORDANCE WITH EXPOSURE CLASSIFICATION AS1684.2 TABLE B1, MINIMUM H3 TREATED OR DURABLE SPECIES TO BE ADOPTED TYPICAL U.N.O.

STRUCTURAL STEELWORK

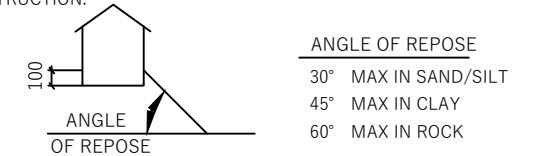
- S1. ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH AS 1250 AND/OR AS4100.
- S2. WELDING SHALL BE PERFORMED BY AN EXPERIENCED OPERATOR IN ACCORDANCE WITH AS 1554.
- S3. HIGH STRENGTH BOLTING SHALL BE IN ACCORDANCE WITH AS 1511.
- S4. TWO COPIES OF THE SHOP DETAIL DRAWINGS ARE TO BE SUBMITTED TO THE ENGINEERS AND APPROVAL OF SAME OBTAINED BEFORE COMMENCING FABRICATION. APPROVAL WILL NOT COVER DIMENSIONS OR LAYOUT.
- S5. THE CONTRACTOR SHALL PROVIDE AND LEAVE IN PLACE UNTIL PERMANENT BRACING ELEMENTS ARE CONSTRUCTED SUCH TEMPORARY BRACING AS IS NECESSARY TO STABILIZE THE STRUCTURE DURING ERECTION.
- S6. CAMBER TO STRUCTURAL STEEL ROOF BEAMS, TRUSSES, PORTALS, ETC., TO BE 2mm FOR EVERY 1M OR SPAN UNLESS OTHERWISE NOTED.
- S7. ALL CLEAT AND DRILLING FOR FIXING OF TIMBER MEMBERS, ETC., TO BE PROVIDED BY FABRICATOR.
- S8. EXCEPT WHERE OTHERWISE SHOWN CONNECTIONS SHALL HAVE 6mm CONTINUOUS FILLET WELDS, 2-M16 8.8/S BOLTS IN 1.5mm CLEARANCE HOLES AND 10mm THICK CLEAT PLATE.
- S9. CONCRETE ENCASED STEELWORK SHALL BE WRAPPED WITH SLAB FABRIC, UNLESS OTHERWISE SHOWN.
- S10. STEELWORK SHALL BE THOROUGHLY WIRE BRUSHED AND GIVEN ONE SHOP COAT OF APPROVED PRIMER EXCEPT THAT NONE SHALL BE APPLIED AT CONTACT SURFACES WHERE H.S. BOLTS USED.
- S11. ALL STEEL BEAMS AND LINTELS ARE TO HAVE 100mm MIN. END BEARING UP TO 1.0m & 150mm MIN. END BEARING OVER 1.0m, UNLESS OTHERWISE NOTED.
- S12. STEEL FRAMING MUST BE PROTECTED FROM CORROSION WHERE REQUIRED IN ACCORDANCE WITH BCA 2019 3.4.2.2

SITE DRAINAGE

- D1. AT THE TIME OF THE PREPARATION OF THIS DOCUMENT, IF THE DRAINAGE DESIGN WAS NOT PREPARED OR CERTIFIED BY THIS OFFICE THEN THE DRAINAGE SYSTEM MAY NEED TO BE DOCUMENTED BY A SUITABLY QUALIFIED PERSON TO COMPLY WITH AS2870-2011. THE DRAINAGE DESIGNER SHOULD ENSURE THAT THE ELEMENTS OF THE DRAINAGE SYSTEM DESIGN ARE CONSIDERED WITH RESPECT TO THE PROPOSED FOOTING SYSTEM. WE RECOMMEND THAT ENG CONSULTANTS OR AN EQUIVALENT CERTIFIED PRACTITIONER, REVIEW ALL THE DOCUMENTATION TO ENSURE COMPLIANCE.
- D2. SITES SHOULD BE DRAINED SO THAT WATER CANNOT POND AGAINST OR NEAR THE HOUSE. THE GROUND IMMEDIATELY ADJACENT TO THE HOUSE SHOULD BE GRADED TO FALL 50mm OVER THE FIRST METRE.WHERE THIS IS IMPRACTICABLE (IE: ON SEVERAL SLOPING SITES) USE A.G. DRAINS ADJACENT TO FOOTINGS WHERE THE GROUND FALLS TOWARDS THE BUILDING.

FOOTING: ANGLE OF REPOSE

- A1. FOOTING MUST NOT UNDERMINE EXISTING FOOTING OR BE UNDERMINED BY PROPOSED EXCAVATION.
- A2. ENSURE ADEQUATE ANGLE OF REPOSE AT ALL TIMES (REFER DETAILS BELOW).
- A3. NOTIFY THIS OFFICE IF FOOTING UNDERMINE OCCURS.
- A4. PIPE DEPTH & LOCATION MUST BE CONFIRMED PRIOR TO CONSTRUCTION.



OCCUPATIONAL, HEALTH AND SAFETY

- O1. FOR ALL WORKS CONDUCTED ON THIS PROJECT, THE BUILDER SHALL HAVE ALL APPROPRIATE AND SUFFICIENT SAFETY MEASURES AND PROCEDURES IN PLACE.
- O2. DEEP TRENCHES MAY EXIST ON THIS SITE. BUILDER TO ENSURE NECESSARY SAFETY MEASURES ARE TAKEN TO PREVENT FALL AND TRIPPING HAZARDS ARE ELIMINATED.
- O3. FOR LARGE SPAN BEAMS (≥ 6000mm), BUILDER TO ENSURE SEAT PLATES/ANGLES TO STEEL COLUMNS FOR MAJOR BEAMS AND LINTELS ARE INSTALLED FOR SAFER CONNECTION, BOLTING AND SITE WELDING.
- O4. ADEQUATE PROPPING MAY BE REQUIRED FOR ANY RETAINING/LOAD BEARING WALLS ON BOUNDARIES. TEMPORARY SHORING MAY BE REQUIRED.
- O5. PROVISIONS SHALL BE MADE FOR APPROPRIATE DISTANCE FOR ROOF BATTENS/RAFTERS TO PROVIDE A SAFE WORKING PLATFORM DURING ROOF INSTALLATION AND WORKING AT HEIGHTS.
- O6. BUILDER MAY NEED TO BE AWARE OF APPROPRIATE MEASURES TO DEAL WITH HAZARDOUS MATERIALS SUCH AS ASBESTOS WHICH STILL CAN BE FOUND IN SERVICE PITS.
- O7. IF A CRANE IS REQUIRED, THE BUILDER IS TO PROVIDE ADEQUATE SAFETY MEASURES FOR CRANE USAGE AROUND POWER LINES.
- O8. IF ANY DIGGING IS REQUIRED OUTSIDE OF SITE BOUNDARIES, INFORMATION REGARDING EXISTING COUNCIL ASSETS NEED TO BE SOUGHT FROM "DIAL BEFORE YOU DIG".
- O9. THE SAFETY CONCERNS AND HAZARDS IDENTIFIED ABOVE REPRESENT COMMONLY OCCURRING RISKS. THE LIST DOES NOT COVER THE FULL RANGE OF RISK AVOIDANCE MEASURES REQUIRED.

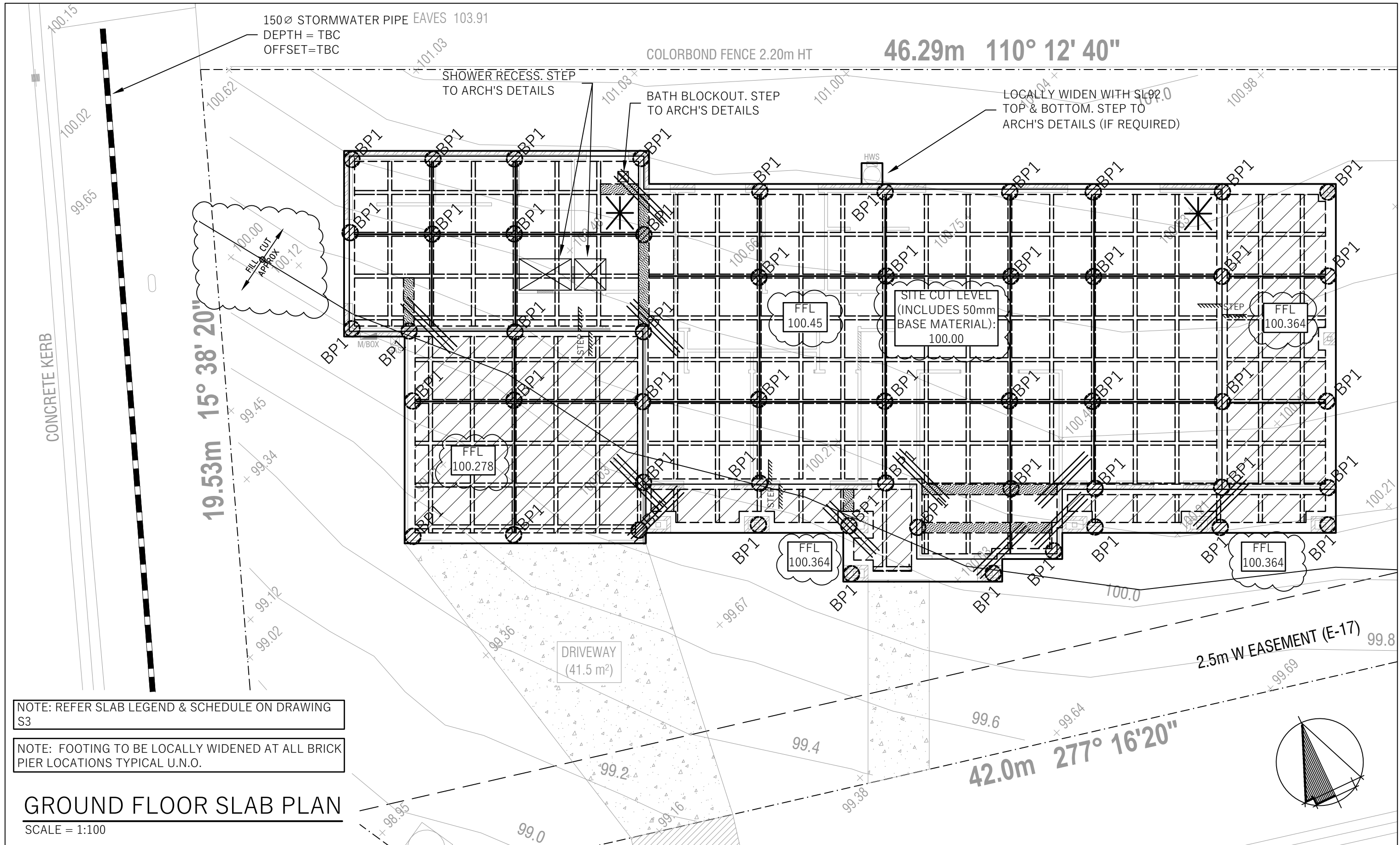
INSPECTIONS

ALL STRUCTURAL WORK MUST BE INSPECTED AND APPROVED IN WRITING PRIOR TO ANY WORK PROCEEDING. 48 HOUR MIN. NOTICE IS REQUIRED FOR ALL INSPECTIONS.

Rev.	Remark/Comment	Date	Appr.
C1	CONSTRUCTION ISSUE	01.12.21	E.N
C2	CONSTRUCTION ISSUE	15.02.22	E.N

Client: GJ GARDNER HOMES - HUME
Project: PROPOSED DWELLING NO. 28 CANDLEBARK CLOSE, KILMORE
Drawing: GENERAL NOTES

CONSTRUCTION ISSUE	
Designed: E.N	Scale (A3): AS NOTED
Drawn: C.K	Sheets: 17
Project No. 10879	Drawing No. S01



NOTE: REFER SLAB LEGEND & SCHEDULE ON DRAWING S3

NOTE: FOOTING TO BE LOCALLY WIDENED AT ALL BRICK PIER LOCATIONS TYPICAL U.N.O.

GROUND FLOOR SLAB PLAN

SCALE = 1:100

ENG CONSULTANTS
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Rev.	Remark/Comment	Date	Appr.
C1	CONSTRUCTION ISSUE	01.12.21	E.N
C2	CONSTRUCTION ISSUE	15.02.22	E.N

APPROVED Tekcon GROUP
 BUILDING SURVEYING
 7618540929665 27 Apr 2022





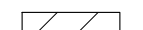
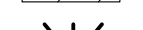


Client: GJ GARDNER HOMES - HUME
 Project: PROPOSED DWELLING
 NO. 28 CANDLEBARK CLOSE, KILMORE
 Drawing: GROUND FLOOR SLAB PLAN

CONSTRUCTION ISSUE

Designed: E.N	Scale (A3): AS NOTED
Drawn: C.K	Sheets: 17
Project No. 10879	Drawing No. S02

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LEGEND

-  BRICKWORK OVER
-  TIMBER STUD WALLS OVER
-  INTERNAL LOAD BEARING WALLS OVER
-  DENOTES INTERNAL RIB TO MATCH EXTERNAL RIB PROPERTIES (SEE WAFFLE SLAB SCHEDULE)
-  DENOTES WAFFLE BOX SETDOWN
-  DENOTES STARTING POINT FOR WAFFLE BOX
-  DENOTES 3-N12 CRACK CONTROL BARS 2000mm LONG TIED TO UNDERSIDE OF SLAB MESH.
-  450mm DIA. CONCRETE BORED PIERS FOUNDED 1200mm MIN INTO NATURAL CLAY MIN f'c = 15MPa DUE TO FILL ISSUES

WAFFLE SLAB SCHEDULE

SLAB DETAILS

OVERALL SLAB DEPTH	400 mm	U.N.O.
VOID FORM HEIGHT	300 mm	U.N.O.
SLAB THICKNESS	100 mm	U.N.O.
INTERNAL RIB WIDTH	110 mm	U.N.O.
EXTERNAL RIB WIDTH	300 mm	U.N.O.
STEM WIDTH	150 mm	U.N.O.

- PROVIDE MEMBRANE IN ACCORDANCE WITH BCA (LAPPED 200 MIN. AND TAPED AT JOINTS) ON MAXIMUM 50mm COMPACTED QUARRY PRODUCT IF REQUIRED;
- MEMBRANE MAY HAVE MINOR PENETRATIONS IN ACCORDANCE WITH AS2870;
- CONCRETE STRENGTH = 25 MPa AT 28 DAYS. SLUMP = 100mm

SLAB REINFORCEMENT

<u>TOP</u>		
SLAB FABRIC	SL92	U.N.O.
INTERNAL RIB	1-N12 BAR	refer plan
EXTERNAL RIB	3-L11TM	U.N.O.
<u>BOTTOM</u>		
INTERNAL RIB	1-N12 BAR	U.N.O.
EXTERNAL RIB	3-L11TM	U.N.O.

TREE EFFECT NOTE:

- THIS SLAB DESIGN HAS TAKEN TREE EFFECT (IDENTIFIED AT THE TIME OF SOIL INVESTIGATION) INTO CONSIDERATION;
- BUILDER TO REMOVE ALL TREES AND TREE ROOTS/MATERIAL OVER THE PROPOSED BUILDING AREA;
- ANY SOFT OR LOOSE MATERIAL THAT DOES NOT RESPOND TO COMPACTION SHOULD BE EXCAVATED TO ACHIEVE A FIRM BASE, BACKFILL HOLES WITH NON POROUS MATERIAL, COMPACTED IN 150mm MAXIMUM LAYERS.
- THERE ARE SIGNIFICANT TREES IN THE VICINITY OF THE PROPOSED WORKS. WE HAVE ATTEMPTED TO ACCOUNT FOR THEIR EFFECTS BY DESIGNING FOR A GREATER SOIL MOVEMENT THAN WOULD OTHERWISE OCCUR, HOWEVER, DUE TO THE COMPLEX TREE ROOT GEOMETRY, VARIABLE MOISTURE EXTRACTION BY THE TREE AT THE DIFFICULTY IN PREDICTING FUTURE TREE GROWTH, A PRE DESIGN FOR THE EFFECTS OF TREES IS OUTSIDE CURRENT KNOWLEDGE. THE OWNER MUST BE AWARE THAT ALTHOUGH PRECAUTIONS HAVE BEEN TAKEN FOR THE EFFECTS OF TREES OUR DESIGN, SOME DISTORTION MUST BE ACCEPTED. ENGINEERS ARE NOT EXPERTS IN TREE GROWTH AND CANNOT BE EXPECTED TO KNOW THE ANTICIPATED GROWTH AND MATURE HEIGHT OF TREES.

REFER TO RECOMMENDATIONS & SITE INVESTIGATIONS:

COMPANY: RESCOM CONSULTING ENGINEERS
 REF. No.: 2213424-1
 DATED: 28.07.21
 CLASS: P/M

REFER TO ARCHITECTURAL WORKING DRAWINGS:

COMPANY: PLANTECT
 REF. No.: GJ21-1051
 DATED: 22.11.21

REFER TO CIVIL/DRAINAGE DESIGN DRAWINGS:

COMPANY: ---
 REF. No.: ---
 DATED: ---

NOTES:

1. THIS DESIGN SHOULD BE READ IN CONJUNCTION WITH THE DOCUMENTATION AND DRAWINGS REFERENCED ABOVE;
2. SITE BOUNDARY RETAINING WALLS TO BE DESIGNED BY OTHERS AS REQUIRED U.N.O.
3.
 - 3.1. USE APPROPRIATE FLEXIBLE BEDDING MORTAR FOR BRITTLE FLOOR COVERING WHERE BRITTLE AREA IS GREATER THAN 16m² (eg. CERAMIC TILES);
 - 3.2. ALTERNATIVELY IF FLEXIBLE ADHESIVE TO BE USED FOR LAYING OF TILES, MINIMUM 90 DAYS WAITING PERIOD IS REQUIRED AFTER SLAB HAS BEEN POURED;
4. TWO LAYERS OF POLYETHYLENE MEMBRANE ARE REQUIRED FOR STRIP FOOTINGS AND BEAMS BELOW FINISHED GROUND LEVEL GREATER THAN 700mm DEEP TYPICAL U.N.O.
5. IF THE NEW FOOTING CONSTRUCTED TO ADJACENT EXISTING FOOTING IS LESS OR EQUAL TO 1000mm, THIS OFFICE SHOULD BE CONTACTED FOR FURTHER ADVICE
6. PERCHED GROUND WATER MAY OCCUR DURING HIGH PERIODS OF RAINFALL WHICH CAN LEAD TO CONSTRUCTION DIFFICULTIES. IF THIS SITUATION IS ENCOUNTERED ONSITE THIS OFFICE IS TO BE CONTACTED TO PROVIDE CONFIRMATION OF FOOTING DESIGN AND ALTERNATIVE CONSTRUCTION METHODS THAT MAY BE REQUIRED

WAFFLE CONSTRUCTION NOTES

1. ALL LOOSE SURFACE FILL, ROOTS AND ORGANIC MATERIAL ARE TO BE REMOVED FROM THE BUILDING PLATFORM & ROLL SITE SURFACE UNTIL A FIRM STABLE SURFACE IS ACHIEVED.
2. PERFORM THE SITE CUT TO REQUIRED BENCH LEVEL.
3. ANY ADDED FILL FORMING PART OF THE CUT/FILL OPERATION SHALL BE COMPACTED IN 150mm MAXIMUM LAYERS AT OPTIMUM MOISTURE CONTENT. THE LAYERS ARE TO BE ROLLED WITH AN EXCAVATOR IN ORTHOGONAL DIRECTIONS REPEATEDLY AND EXTEND 1000mm PAST THE WAFFLE EDGE.
4. WHERE FILL IS ADDED TO FORM THE BENCH LEVEL, A LAYER OF WELL GRADED QUARRY MATERIAL (CLASS 3) IS TO BE PLACED OVER THE BUILDING "FILL" AREA (EXTENDING 1000mm OUTSIDE THE BUILDING EDGE LINE).
5. PLUMBER IS TO LAY DRAINAGE PIPES BELOW THE GROUND SURFACE. ALL RISERS ARE TO BE FIRMLY STAKED.
6. PREPARE FORMWORK IN ACCORDANCE WITH THE FOOTING PLAN AND DETAILS. WAFFLE PODS ARE TO BE PLACED IN ACCORDANCE WITH THE START LOCATION SHOWN ON THE SLAB LAYOUT PLAN. WAFFLE PODS ARE TO BE CUT AND TAPED AROUND PLUMBING PIPES.
7. PLACE ALL SLAB REINFORCEMENT AS INDICATED BY THE SLAB LAYOUT PLAN AND POUR CONCRETE.
8. ALL EXTERNAL & INTERNAL RIBS WIDER THAN 300mm SHALL BE REINFORCED WITH AN ADDITIONAL N12 BAR TOP & N12 BAR BOTTOM FOR EVERY 110MM IN ADDITIONAL WIDTH (TYPICAL).

APPROVED Tekcon 
 7618540929665 27 Apr 2022



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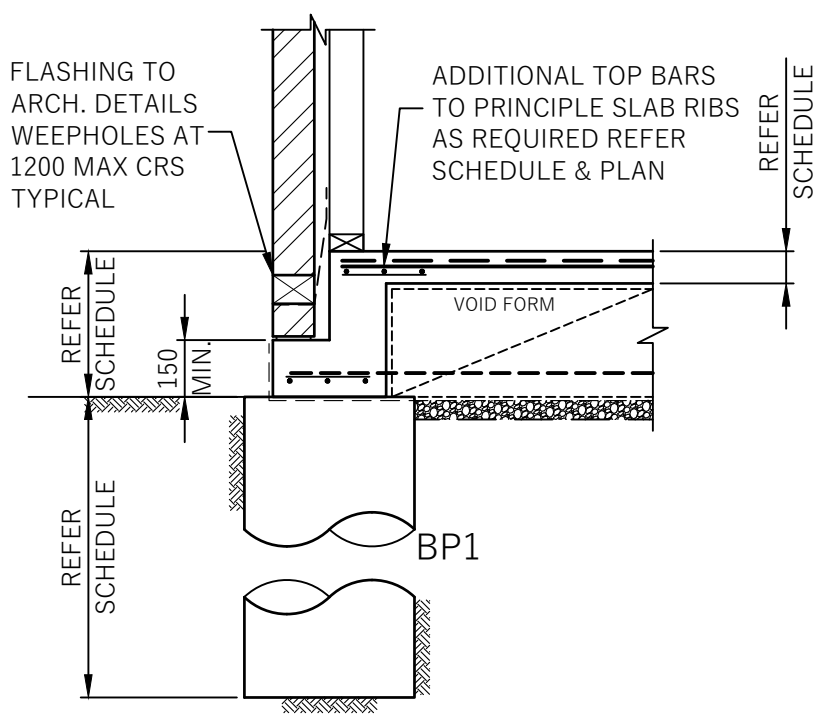
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Rev.	Remark/Comment	Date	Appr.
C1	CONSTRUCTION ISSUE	01.12.21	E.N
C2	CONSTRUCTION ISSUE	15.02.22	E.N

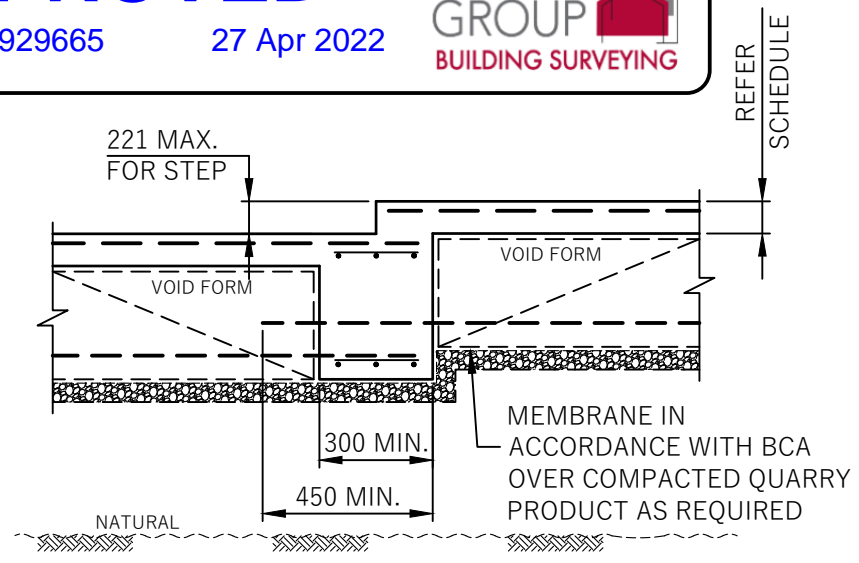
Client: GJ GARDNER HOMES - HUME
 Project: PROPOSED DWELLING
 NO. 28 CANDLEBARK CLOSE,
 KILMORE
 Drawing: FOOTING DETAIL SHEET 1

CONSTRUCTION ISSUE

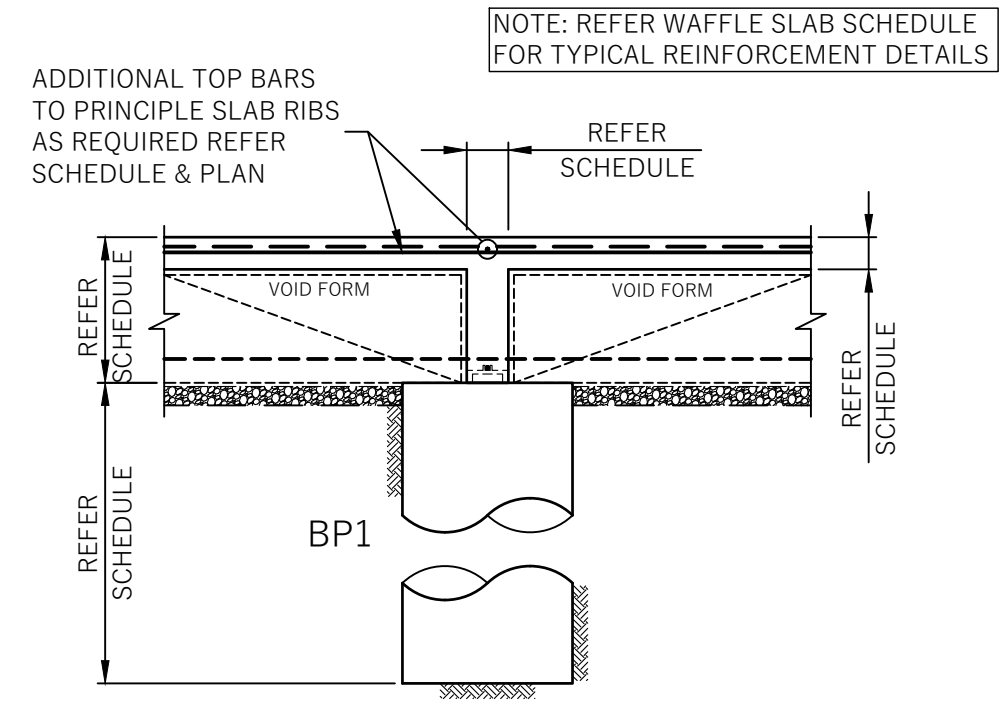
Designed: E.N	Scale (A3): AS NOTED
Drawn: C.K	Sheets: 17
Project No. 10879	Drawing No. S03



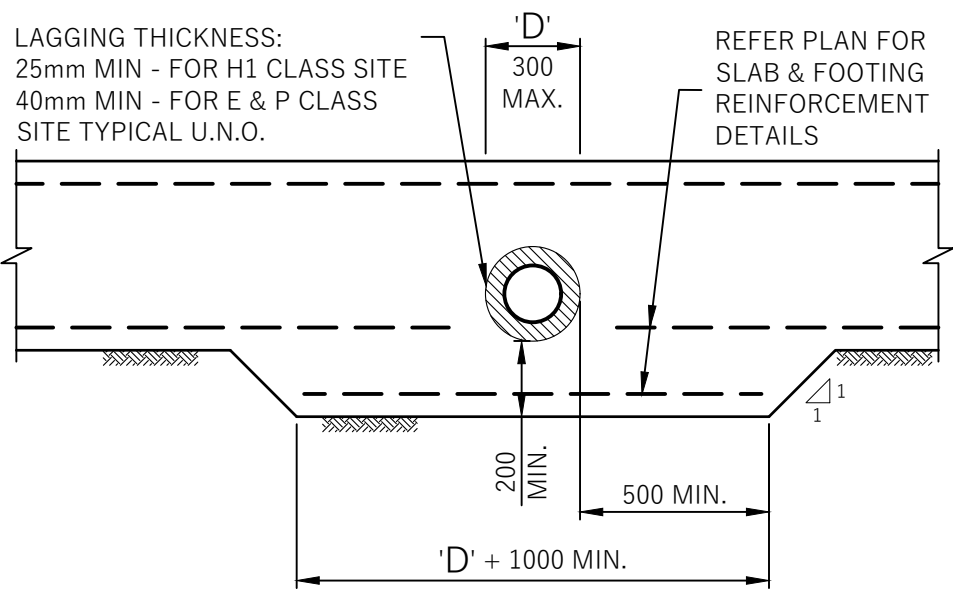
TYPICAL EXTERNAL RIB ON PIER
 SCALE = 1:20



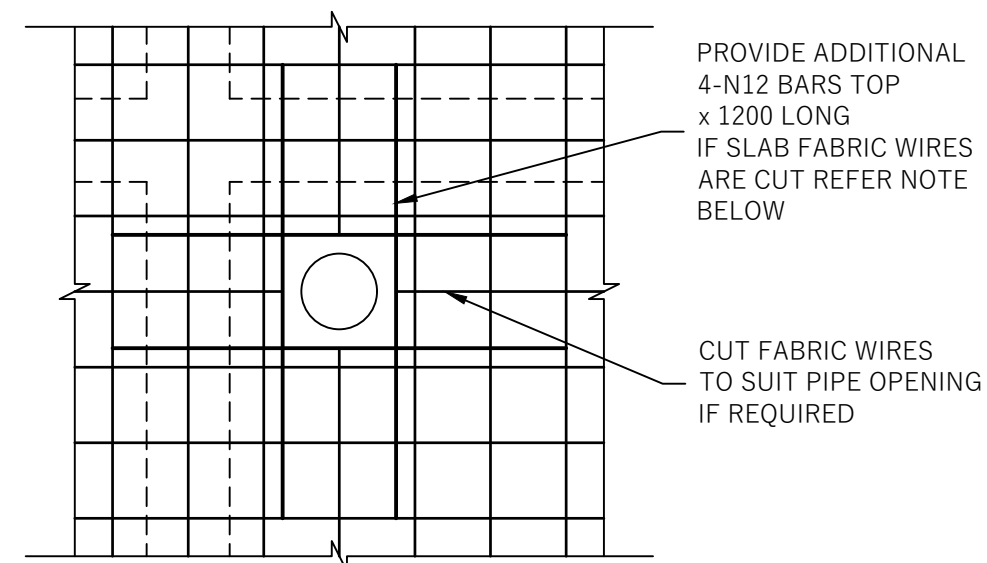
TYPICAL STEPDOWN DETAIL AT GARAGE/PORCH
 SCALE = 1:20



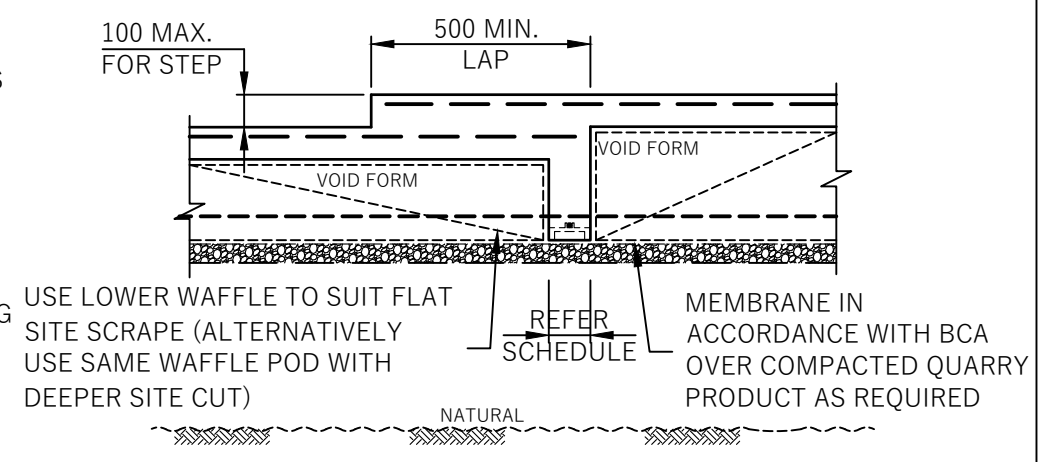
TYPICAL INTERNAL RIB ON PIER
 SCALE = 1:20



TYPICAL PENETRATION THROUGH FOOTING DETAIL
 SCALE = 1:20



TYPICAL SLAB PENETRATION DETAIL
 SCALE: NTS
 NOTE: ADDITIONAL BARS MUST BE PLACED AROUND PIPE OPENING IF SLAB FABRIC WIRES ARE CUT, DAMAGED OR BENT (TYPICAL)



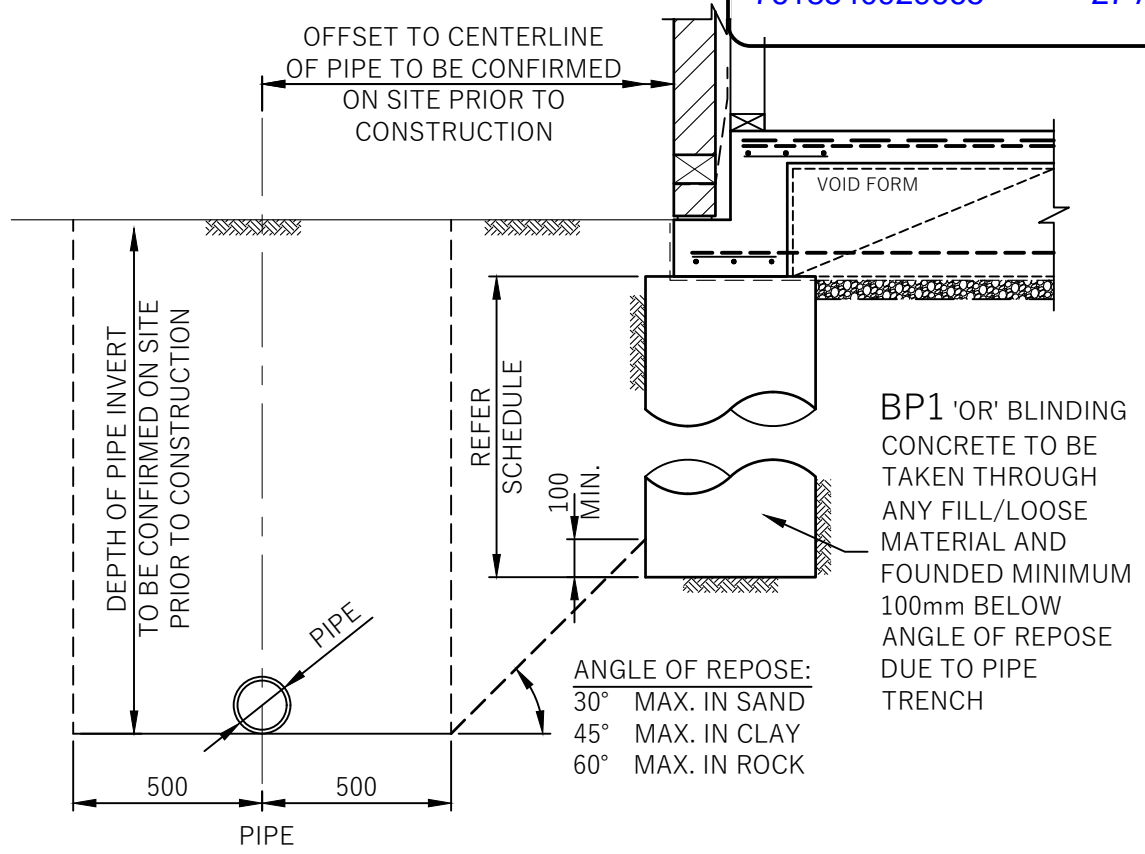
TYPICAL SLAB RECESS (SHOWER) DETAIL
 SCALE = 1:20

Rev.	Remark/Comment	Date	Appr.
C1	CONSTRUCTION ISSUE	01.12.21	E.N
C2	CONSTRUCTION ISSUE	15.02.22	E.N

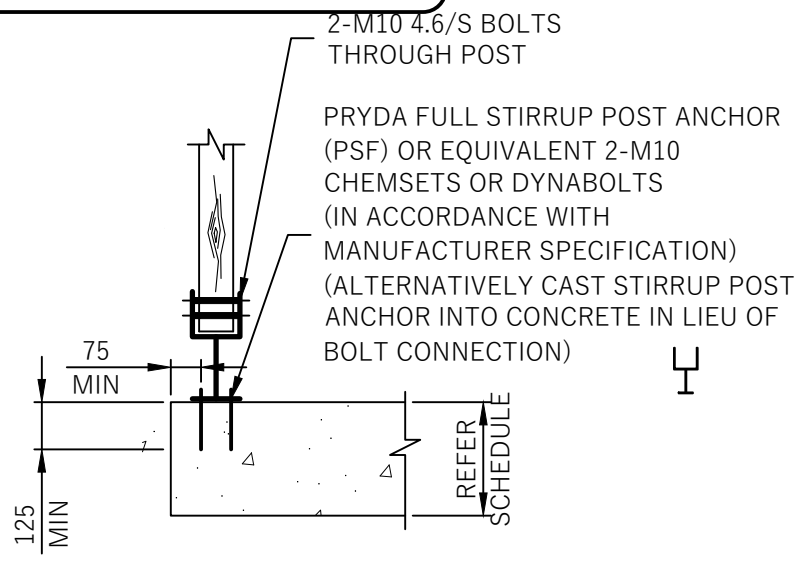
Client: GJ GARDNER HOMES - HUME
 Project: PROPOSED DWELLING NO. 28 CANDLEBARK CLOSE, KILMORE
 Drawing: FOOTING DETAIL SHEET 2

CONSTRUCTION ISSUE	
Designed: E.N	Scale (A3): AS NOTED
Drawn: C.K	Sheets: 17
Project No. 10879	Drawing No. S04

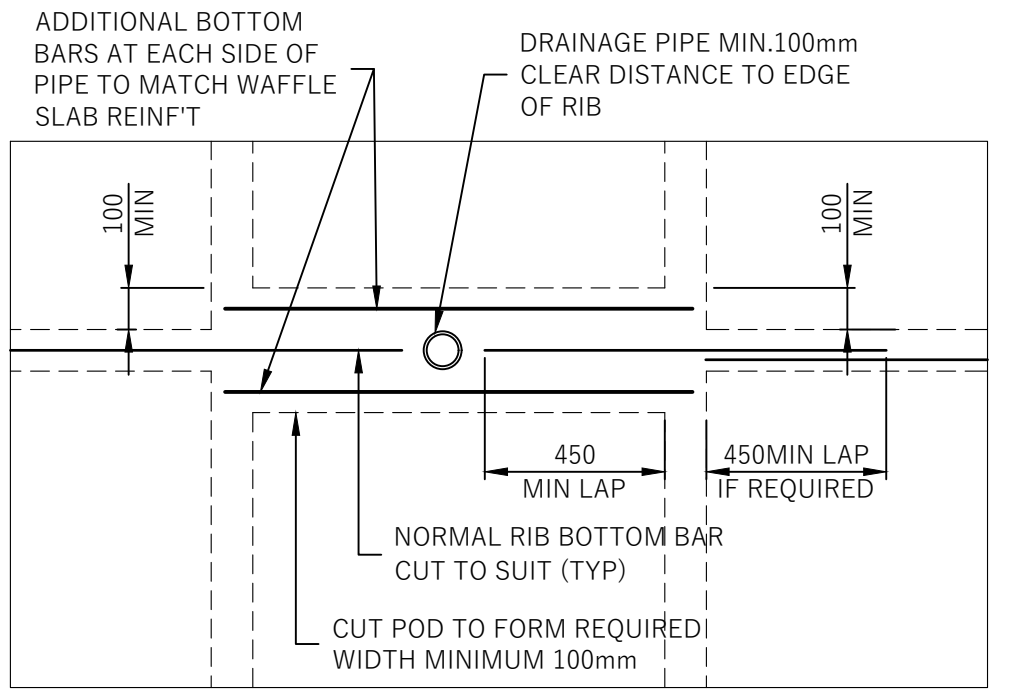
NOTE: REFER WAFFLE SLAB SCHEDULE FOR TYPICAL REINFORCEMENT DETAILS



TYPICAL ANGLE OF REPOSE DETAIL
 SCALE = 1:20

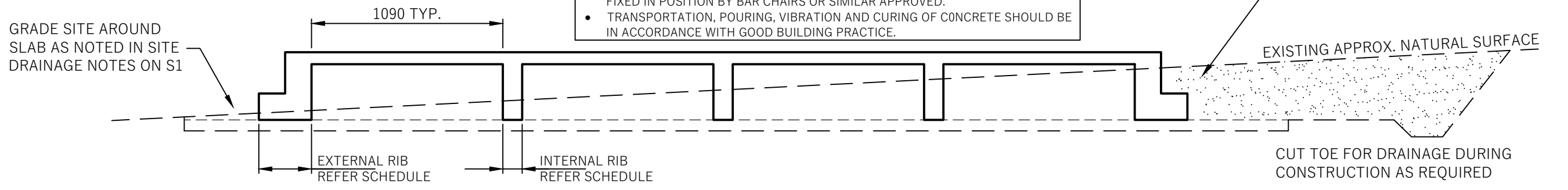


TYPICAL TIMBER FULL STIRRUP POST ON CONCRETE SLAB/FOOTING DETAIL
 SCALE = 1:20



TYPICAL PIPE THROUGH WAFFLE RIB PLAN VIEW
 SCALE = 1:20

- NOTES:**
- 0.2mm THICK POLYETHYLENE MEMBRANE TO BE APPROVED, TAPED AROUND PIPES AND LAPPED A MINIMUM OF 200mm.
 - MINOR PENETRATION IS ACCEPTABLE AS PER AS2870 C5.3.3.
 - 30mm COVER FOR BEAM REINFORCEMENT, AT SPLICES (500mm LAP FOR N12 BARS, 700mm LAP FOR N16 BARS) AND FULL BEAM WIDTH AT INTERSECTIONS.
 - SLAB REINFORCEMENT COVER TO HAVE 20mm MINIMUM, LAP LENGTH TO BE MINIMUM 225mm OR 2 CROSS WIRES AND SHOULD BE SUPPORTED ON BAR CHAIRS, SPACE OF BAR CHAIRS SHOULD NOT EXCESS 1000mm CRS BOTH WAYS.
 - CONCRETE SHALL BE VIBRATED INTO PLACE AND REINFORCEMENT SHALL BE FIXED IN POSITION BY BAR CHAIRS OR SIMILAR APPROVED.
 - TRANSPORTATION, POURING, VIBRATION AND CURING OF CONCRETE SHOULD BE IN ACCORDANCE WITH GOOD BUILDING PRACTICE.



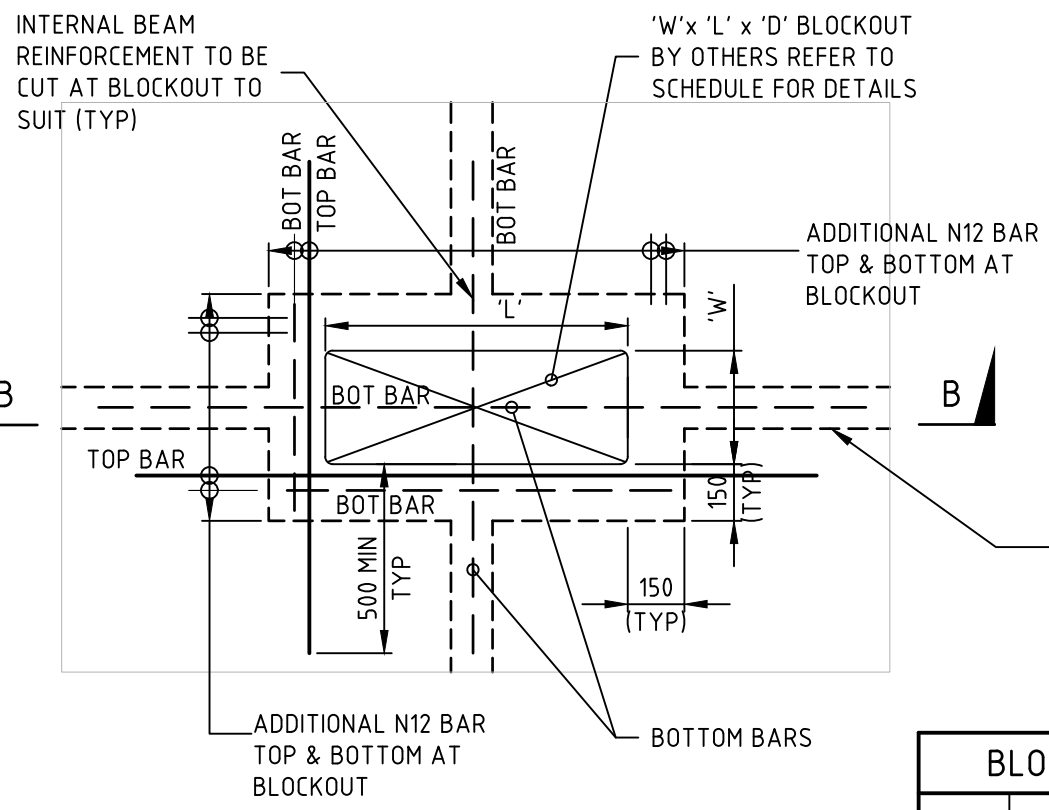
TYPICAL SECTION THROUGH WAFFLE SLAB
 SCALE = NTS

Rev.	Remark/Comment	Date	Appr.
C1	CONSTRUCTION ISSUE	01.12.21	E.N
C2	CONSTRUCTION ISSUE	15.02.22	E.N

Client: GJ GARDNER HOMES - HUME
 Project: PROPOSED DWELLING NO. 28 CANDLEBARK CLOSE, KILMORE
 Drawing: FOOTING DETAIL SHEET 3

CONSTRUCTION ISSUE	
Designed: E.N	Scale (A3): AS NOTED
Drawn: C.K	Sheets: 17
Project No. 10879	Drawing No. S05

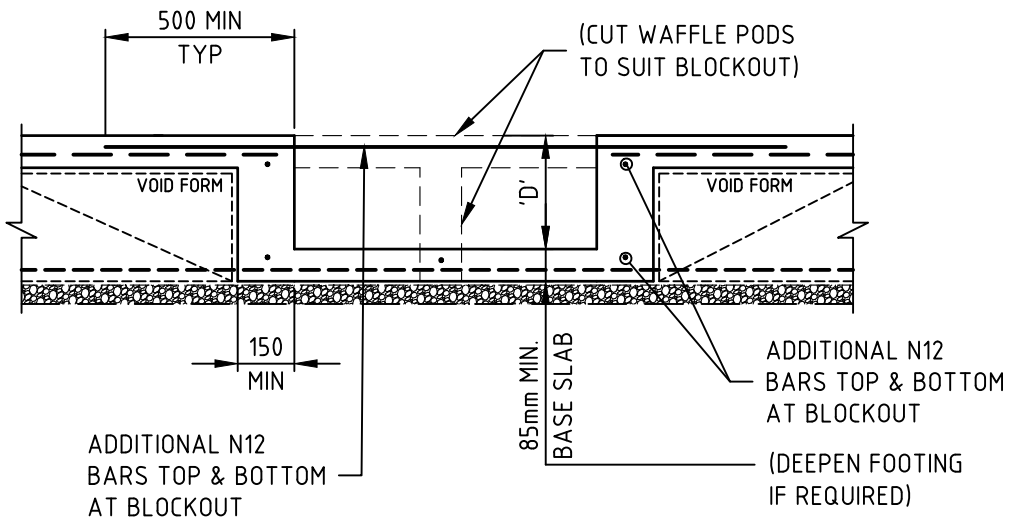
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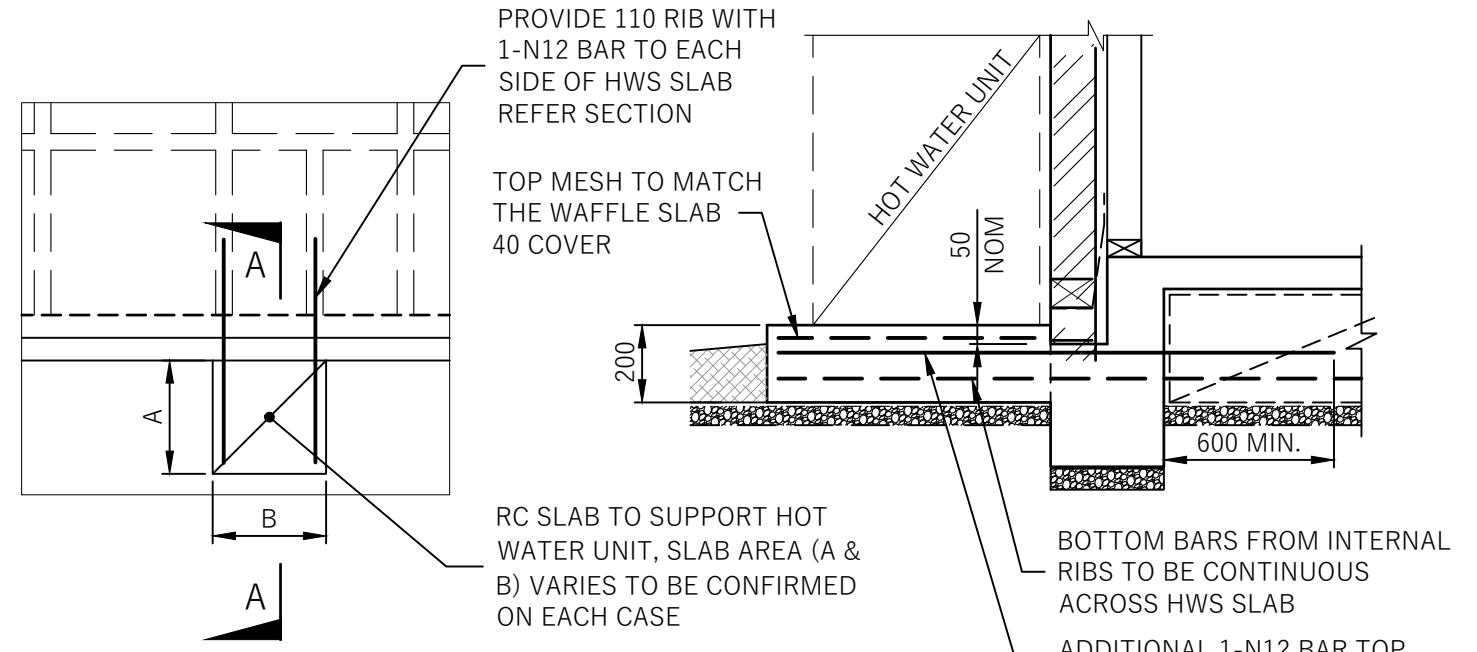
NOTE:
 THIS DETAIL IS ONLY TYPICAL HENCE, BUILDER NEED TO READ IN CONJUNCTION WITH WAFFLE SLAB SCHEDULE

MARK	SHOWER		BATH
	INTERNAL	EXTERNAL	
'W'	300	300	300
'L'	800	450	450
'D'	300	300	200

TYPICAL BLOCKOUT AT INTERNAL SLAB
 SCALE = 1:20



(300 POD) SECTION B-B



KEY PLAN AT (HWS)
 SCALE : NTS

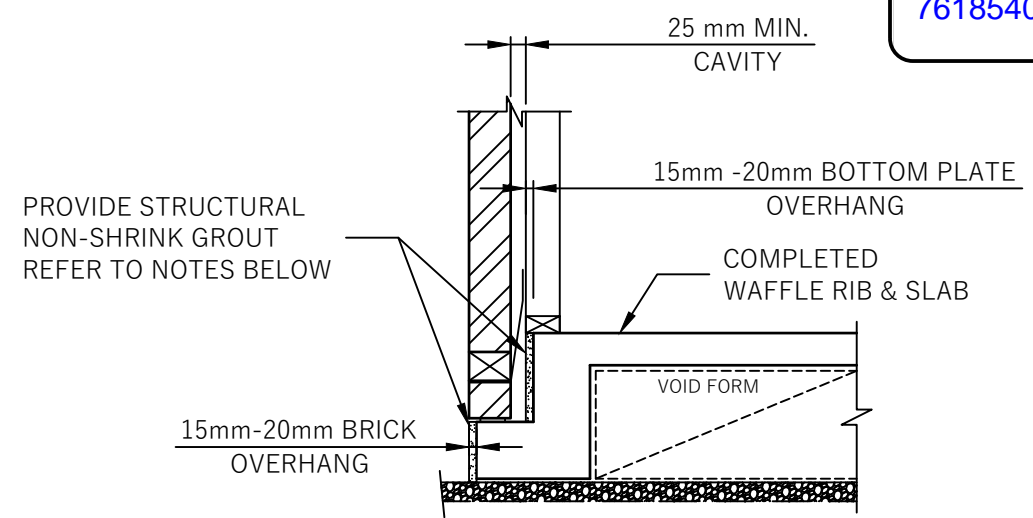
SECTION A-A
 SCALE 1:20

Rev.	Remark/Comment	Date	Appr.
C1	CONSTRUCTION ISSUE	01.12.21	E.N
C2	CONSTRUCTION ISSUE	15.02.22	E.N

Client: GJ GARDNER HOMES - HUME
 Project: PROPOSED DWELLING NO. 28 CANDLEBARK CLOSE, KILMORE
 Drawing: FOOTING DETAIL SHEET 4

CONSTRUCTION ISSUE	
Designed: E.N	Scale (A3): AS NOTED
Drawn: C.K	Sheets: 17
Project No. 10879	Drawing No. S06

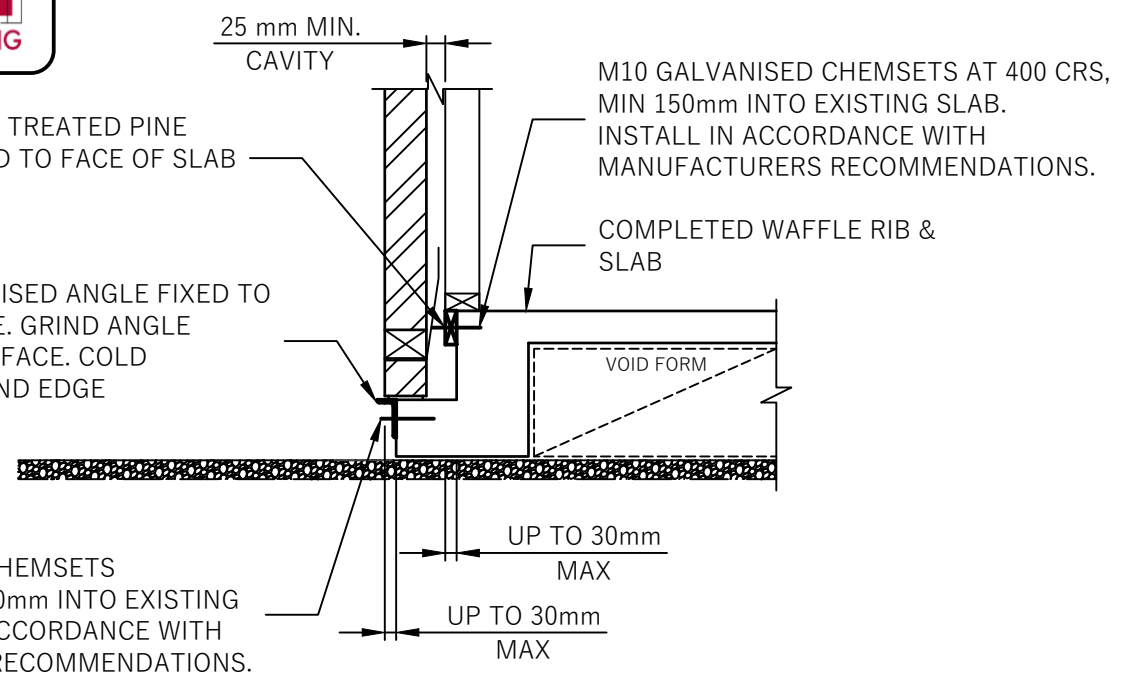
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**TYPICAL BRICK & FRAME OVERHANG RECTIFICATION
 DETAIL TO EXTERNAL RIB (O/H 11mm-20mm)**

SCALE = NTS

- NOTES:**
1. THE EDGES OF THE EXISTING CONCRETE SLAB ARE TO BE SCRABBLED OR ACID WASHED AND THEN RINSED TO PROVIDE A COARSE SURFACE TO ACCEPT THE NON-SHRINK GROUT.
 2. APPLY A BOND-CRETE OR BOND-IT PRODUCT TO THE EDGES OF THE CONCRETE SLAB TO RECEIVE THE NON-SHRINK GROUT, IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS.
 3. WHILE THE SLURRY MIX IS STILL WET, PROVIDE HIGH-STRENGTH NON-SHRINK GROUT TO BENEATH OF THE OVERHANG. (SUCH AS LANKO 702 DURABED OR SIMILAR APPROVED) INSTALLED IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS. BENEATH THE OVERHANG THE THICKNESS OF THE GROUT MUST BE CONSISTENT WITH THE OVERHANG & GROUT MUST BE AT LEAST 150mm DEEP.
 4. THE ABOVE DETAIL IS ONLY APPLICABLE FOR BRICK VENEER, (UP TO TWO STORIES RESIDENTIAL BUILDING) WITH NOMINAL FIXINGS TO THE SLAB, MAXIMUM OVERHANG LENGTH NOT TO EXCEEDING 20mm.
 5. BOTTOM WALL PLATE TO BE FIXED TO CONCRETE SLAB IN ACCORDANCE WITH TIMBER FRAMING MANUAL.
 6. IF ONE OF THE FOLLOWING CONDITION ARE MET TO THE OVERHANG, BUILDER SHOULD SUBMIT DETAILS TO ENG CONSULTANTS, PRIOR COMMENCE ANY CONSTRUCTION WORKS.
 - BRACED WALL WITH SPECIFIED FIXING, OTHER THAN NOMINAL FIXING;
 - UNDER CONCENTRATED LOADS (DOUBLE/TRIPLE STUDS OR STEEL COLUMNS);
 - VOIDS ON SURFACE OF EXTERNAL RIBS (DUE TO POOR COMPACTION/VIBRATION);
 - LENGTH OF OVERHANG EXCEEDS 2000mm
 - TIMBER FRAMING WALL IS LESS THAN 90mm WIDE
 - TIMBER FRAMING WALL IS GREATER THAN 2700mm HIGH
 - WIND CLASSIFICATION OF N3 OR ABOVE



**TYPICAL BRICK & FRAME OVERHANG RECTIFICATION
 DETAIL TO EXTERNAL RIB (MAX O/H 30mm)**

SCALE = N.T.S

- NOTES:**
1. BOTTOM WALL PLATE TO BE FIXED TO CONCRETE SLAB IN ACCORDANCE WITH TIMBER FRAMING MANUAL
 2. REFER TO ENGINEERING DRAWINGS FOR EXISTING FOOTING SPECIFICATIONS. EXTERNAL RIB TO ACHIEVE MIN DIMENSIONS SPECIFIED . IF NOT, THIS OFFICE IS TO BE CONTACTED
 3. BRICK VENEER CAVITY WIDTH/WALL TIES TO BE AS PER BCA REQUIREMENTS
 4. IF ONE OF THE FOLLOWING CONDITION ARE MET TO THE OVERHANG, BUILDER SHOULD SUBMIT DETAILS TO ENG CONSULTANTS, PRIOR COMMENCE ANY CONSTRUCTION WORKS.
 - BRACED WALL WITH SPECIFIED FIXING, OTHER THAN NOMINAL FIXING;
 - UNDER CONCENTRATED LOADS (DOUBLE/TRIPLE STUDS OR STEEL COLUMNS);
 - VOIDS ON SURFACE OF EXTERNAL RIBS (DUE TO POOR COMPACTION/VIBRATION);
 - LENGTH OF OVERHANG EXCEEDS 2000mm
 - TIMBER FRAMING WALL IS LESS THAN 90mm WIDE
 - TIMBER FRAMING WALL IS GREATER THAN 2700mm HIGH
 - WIND CLASSIFICATION OF N3 OR ABOVE

Rev.	Remark/Comment	Date	Appr.
C1	CONSTRUCTION ISSUE	01.12.21	E.N
C2	CONSTRUCTION ISSUE	15.02.22	E.N

Client: GJ GARDNER HOMES - HUME
 Project: PROPOSED DWELLING
 NO. 28 CANDLEBARK CLOSE,
 KILMORE
 Drawing: FOOTING DETAIL SHEET 5

CONSTRUCTION ISSUE	
Designed: E.N	Scale (A3): AS NOTED
Drawn: C.K	Sheets: 17
Project No. 10879	Drawing No. S07

LEGEND

- TIMBER STUD WALLS UNDER
- INTERNAL LOAD BEARING WALLS UNDER
- BRICKWORK UNDER

NOTE: ALL LINTELS TO BE SUPPORTED BY 2-90x45 MGP10 STUDS EACH END, U.N.O

NOTE: ROOF BRACING BY OTHERS U.N.O.

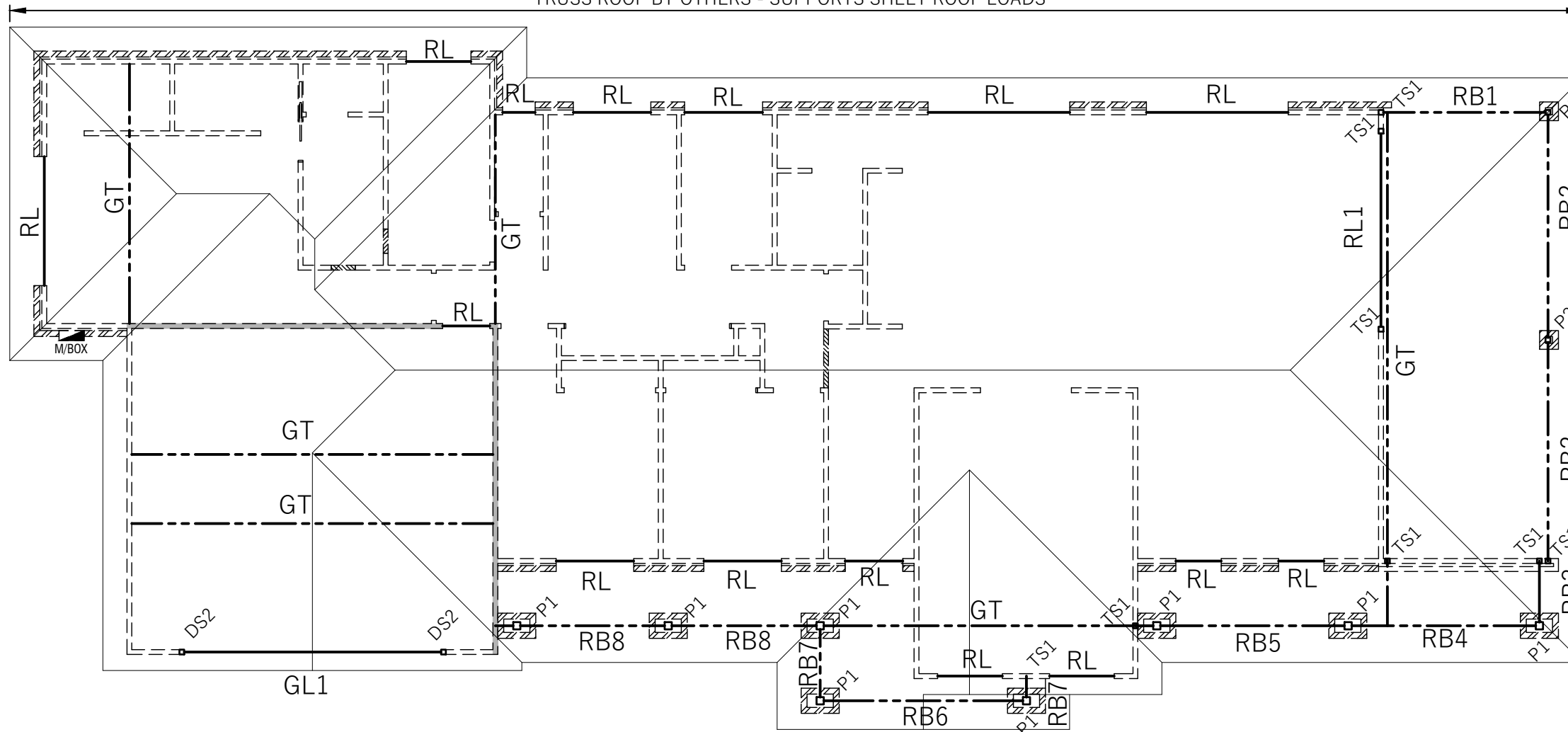
NOTE: FOR BRICKWORK ABOVE OPENINGS REFER TO ANGLE LINTEL SCHEDULE.

NOTE: ALL EXPOSED TIMBER TO BE TREATED OR, DURABLE SPECIES.

NOTE: ALL EXPOSED STEELWORK TO BE HOT DIPPED GALVANISED.

NOTE: GIRDER TRUSS LAYOUT ASSUMED AS SHOWN. CONTACT THIS OFFICE IF DIFFERENT TRUSS LAYOUT IS USED SO LINTELS ETC CAN BE REDESIGNED (IF REQ).

TRUSS ROOF BY OTHERS - SUPPORTS SHEET ROOF LOADS



ROOF PLAN

SCALE = 1:100

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Rev.	Remark/Comment	Date	Appr.
C1	CONSTRUCTION ISSUE	01.12.21	E.N
C2	CONSTRUCTION ISSUE	15.02.22	E.N

Client: GJ GARDNER HOMES - HUME
 Project: PROPOSED DWELLING
 NO. 28 CANDLEBARK CLOSE,
 KILMORE
 Drawing: ROOF PLAN

CONSTRUCTION ISSUE	
Designed: E.N	Scale (A3): AS NOTED
Drawn: C.K	Sheets: 17
Project No. 10879	Drawing No. S08

MEMBER SCHEDULE		
MARK	SECTION	REMARKS/CONNECTIONS
GL1	2-290 x 45 F17 KD HW	
RB1	290 x 45 MGP10 OR 190 x 45 F17 KD HW	
RB2	290 x 45 MGP10 OR 290 x 45 F17 KD HW	
RB3	140 x 45 MGP10	OR UPGRADE TO MATCH RB4
RB4	290 x 45 F17 KD HW OR 2-240x45 F17 KD HW	
RB5	190 x 45 MGP10	OR UPGRADE TO MATCH RB4
RB6	290 x 45 MGP10 OR 240 x 45 F17 KD HW	OR UPGRADE TO MATCH RB4
RB7	140 x 45 MGP10	OR UPGRADE TO MATCH RB4
RB8	190 x 45 MGP10	OR UPGRADE TO MATCH RB4
RL1	2-240 x 45 MGP 10	
RL	REFER TIMBER ROOF LINTEL SCHEDULE	ALTERNATIVELY DESIGNED BY TRUSS MANUFACTURER
DSx	REFER TO TIMBER STUD SCHEDULE ON DETAIL PAGE	SAME APPLIES TO TSx/QSx/FSx
GT	GIRDER TRUSS	LOCATION TBC BY TRUSS MANUFACTURER
P1	135 x 135 LOSP F7 TREATED PINE POST	
P2	90 x 90 F7 TREATED PINE POST	

TIMBER ROOF LINTEL SCHEDULE FOR METAL ROOF LOADS (RL)		
SPAN (mm)	MAXIMUM LOAD WIDTH	
	3.0m	6.0m
601 - 1200	90 x 45 MGP10 OR 90 x 45 F17 KD HW OR 90 x 45 HYPAN	2 - 90 x 45 MGP10 OR 2 - 90 x 45 F17 KD HW OR 2 - 90 x 45 HYPAN
1201 - 1800	140 x 45 MGP10 or 2 - 90 x 45 F17 KD HW or 2 - 90 x 45 HYPAN	190 x 45 MGP10 OR 140 x 45 F17 KD HW OR 150 x 45 HYPAN
1801 - 2400	190 x 45 MGP10 or 140 x 45 F17 KD HW or 150 x 45 HYPAN	240 x 45 MGP10 OR 190 x 45 F17 KD HW OR 200 x 45 HYPAN
2401 - 3000	240 x 45 MGP10 or 190 x 45 F17 KD HW or 200 x 45 HYPAN	2 - 240 x 45 MGP10 OR 240 x 45 F17 KD HW OR 240 x 45 HYPAN
3001 - 3600	2 - 240 x 45 MGP10 OR 240 x 45 F17 KD HW OR 240 x 45 HYPAN	2 - 290 x 45 MGP10 OR 2 - 240 x 45 F17 KD HW OR 2 - 240 x 45 HYPAN

NOTE: MEMBERS BASED ON UNIFORM DISTRIBUTED LOADS ONLY. CONTACT THIS OFFICE IF LINTEL HAS GT POINT LOAD

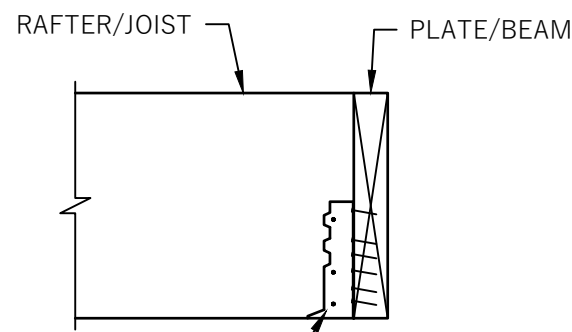
BRICKWORK ANGLE LINTEL TABLE (L)						
CLEAR SPAN (mm)	BRICKWORK HEIGHT OVER LINTEL (mm)					
	500	1000	1500	2000	2500	3000
<500	85 x 7 flat plate	85 x 7 flat plate	85 x 7 flat plate	-	-	-
<1000	100 x 100 x 6 EA	100 x 100 x 6 EA	100 x 100 x 6 EA	100 x 100 x 6 EA	100 x 100 x 6 EA	100 x 100 x 8 EA
<1500	100 x 100 x 6 EA	100 x 100 x 6 EA	100 x 100 x 6 EA	100 x 100 x 8 EA	100 x 100 x 10 EA	100 x 100 x 10 EA
<1800	100 x 100 x 6 EA	100 x 100 x 6 EA	100 x 100 x 8 EA	100 x 100 x 8 EA	100 x 100 x 10 EA	150 x 100 x 10 UA
<2100	100 x 100 x 6 EA	100 x 100 x 6 EA	100 x 100 x 8 EA	100 x 100 x 10 EA	150 x 100 x 10 UA	150 x 100 x 10 UA
<2400	100 x 100 x 6 EA	100 x 100 x 8 EA	150 x 90 x 8 UA	150 x 100 x 10 UA	150 x 100 x 10 UA	150 x 100 x 10 UA + 50 x 10 EXT PL
<2700	100 x 100 x 6 EA	150 x 90 x 8 UA	150 x 100 x 10 UA	150 x 100 x 10 UA + 50 x 10 EXT PL	150 x 100 x 10 UA + 50 x 10 EXT PL	150 x 100 x 10 UA + 75 x 10 EXT PL
<3000	150 x 90 x 8 UA	150 x 100 x 10 UA	150 x 100 x 10 UA + 50 x 10 EXT PL	150 x 100 x 10 UA + 50 x 10 EXT PL	150 x 100 x 10 UA + 50 x 10 EXT PL	150 x 100 x 10 UA + 75 x 10 EXT PL
<3300	150 x 90 x 8 UA	150 x 100 x 10 UA	150 x 100 x 10 UA + 50 x 10 EXT PL	150 x 100 x 10 UA + 75 x 10 EXT PL	150 x 100 x 12 UA + 75 x 12 EXT PL	N/A
<3600	150 x 100 x 10 UA	150 x 100 x 10 UA + 50 x 10 EXT PL	150 x 100 x 10 UA + 75 x 10 EXT PL	150 x 100 x 12 UA + 75 x 12 EXT PL	N/A	N/A

NOTES:
 1. LINTEL SPAN UNDER 1000mm REQUIRES 100mm END BEARING
 2. LINTEL SPAN OVER 1000mm REQUIRES 150mm END BEARING
 3. ANGLE LINTEL TO EACH MASONRY SKIN TYPICAL
 4. SET ANGLES WITH LONG LEG VERTICAL TYPICAL U.N.O.
 5. HOT DIP GALVANISED TO ALL EXPOSED ANGLE LINTELS TYPICAL

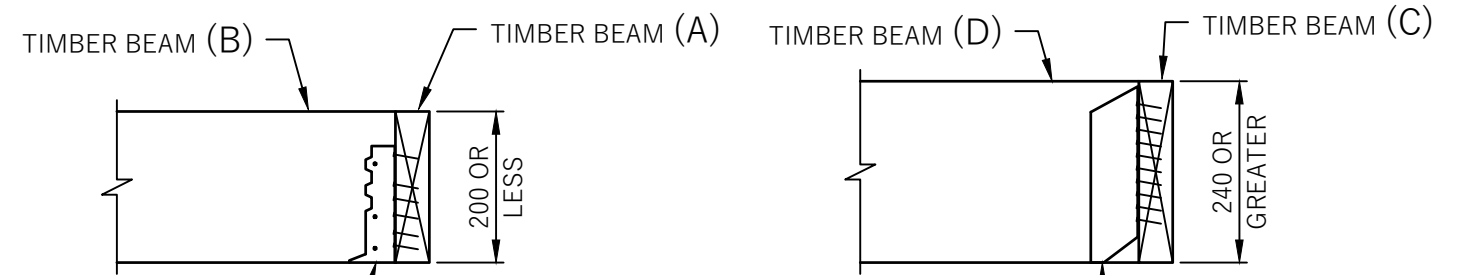
Rev.	Remark/Comment	Date	Appr.
C1	CONSTRUCTION ISSUE	01.12.21	E.N
C2	CONSTRUCTION ISSUE	15.02.22	E.N

Client: GJ GARDNER HOMES - HUME
 Project: PROPOSED DWELLING
 NO. 28 CANDLEBARK CLOSE, KILMORE
 Drawing: FRAMING DETAIL SHEET 1

CONSTRUCTION ISSUE	
Designed: E.N	Scale (A3): AS NOTED
Drawn: C.K	Sheets: 17
Project No. 10879	Drawing No. S09



JOIST HANGER TIMBER CONNECTOR 10-30x3.15
 NAILS TO PLATE/BEAM (5 PER LEG) 6-30x3.15
 NAILS TO RAFTER/JOIST (3 PER LEG)



PRYDA JOIST HANGER (JHH)
 OR APPROVED EQUIVALENT
 TO SUIT BEAM WIDTH (REFER
 TABLE BELOW)

PRYDA SPLIT JOIST HANGER (JHHS)
 OR APPROVED EQUIVALENT
 PER SIDE 16-No8*25 TYPE 17 PAN
 SCREWS TO EACH BEAM (C&D)

BEAM WIDTH (B)	BRACKET	FIXING
63	JHH65	20-No12*35 TYPE 17 HEX HEAD SCREWS TO BEAM (A) 16-No12x35 TYPE 17 HEX HEAD SCREWS TO BEAM (B)
70	JHH75	20-No12*35 TYPE 17 HEX HEAD SCREWS TO BEAM (A) 16-No12x35 TYPE 17 HEX HEAD SCREWS TO BEAM (B)
90	JHH100	24-No12*35 TYPE 12 HEX HEAD SCREWS TO BEAM (A) 18-No12x35 TYPE 12 HEX HEAD SCREWS TO BEAM (B)

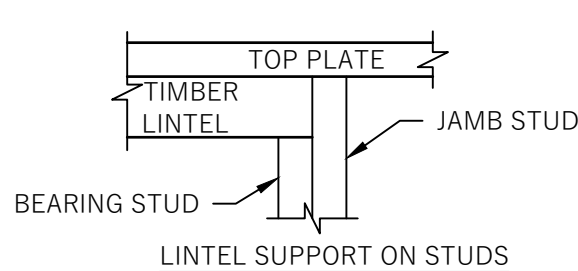
- NOTE:**
- AT DOUBLE JOIST TO DOUBLE JOIST USE JOIST HANGER TO ONE JOIST AND TRIP L GRIP FIXING TO SECOND JOIST WITH 5 NAILS/LEG. (15 NAILS)
 - AT DOUBLE JOIST TO WALL PLATE USE JOIST HANGER TO ONE JOIST AND TRIP L GRIP FIXING TO SECOND JOIST WITH 5 NAILS/LEG. (15 NAILS) 2-16 ϕ DYNABOLTS TO WALL SPACE DYNABOLTS AT 80mm CRS AND 80mm EDGE DISTANCE

TYPICAL TIMBER TO TIMBER RAFTER/JOIST CONNECTION

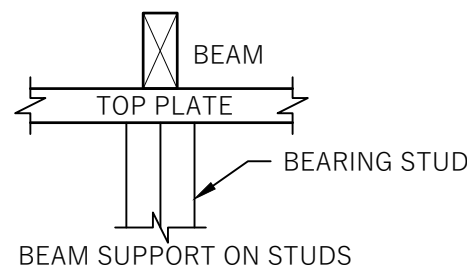
SCALE = 1:10

ALTERNATIVE TIMBER BEAM TO TIMBER BEAM CONNECTIONS (FOR PORCH AND/OR ALFRESCO AREAS ONLY)

ALL STUDS SHALL BE NAIL LAMINATED IN ACCORDANCE WITH AS1684.2		DS1	DS2	DS3	DS4	TS1	TS2	TS3	QS1	QS2	FS1	FS2
		90x45	90x45	70x45	120x45	90x45	90x45	70x45	90x45	90x45	90x45	90x45
		MGP10	F17 KD HW	F17 KD HW	MGP10	MGP10	F17 KD HW	F17 KD HW	MGP10	F17 KD HW	MGP10	F17 KD HW
LINTEL	NO. OF BEARING STUD	1	1	1	1	1	1	1	2	2	2	2
LINTEL	NO. OF JAMB STUD	1	1	1	1	2	2	2	2	2	3	3
BEAM	NO. OF BEARING STUD	2	2	2	2	3	3	3	4	4	5	5



LINTEL SUPPORT ON STUDS



BEAM SUPPORT ON STUDS

TIMBER STUDS SCHEDULE

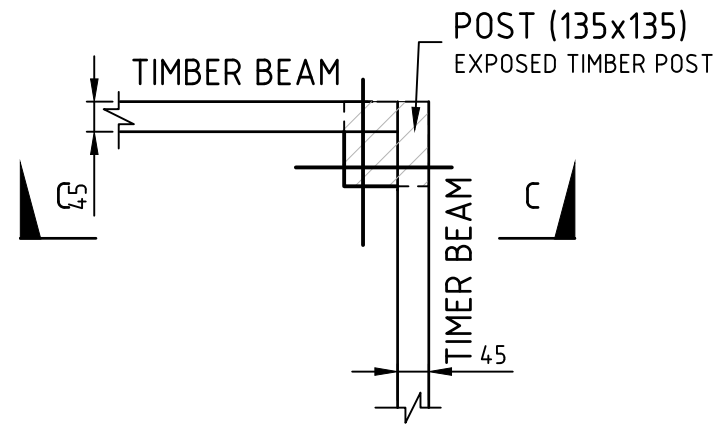
APPROVED Tekcon GROUP BUILDING SURVEYING
 7618540929665 27 Apr 2022

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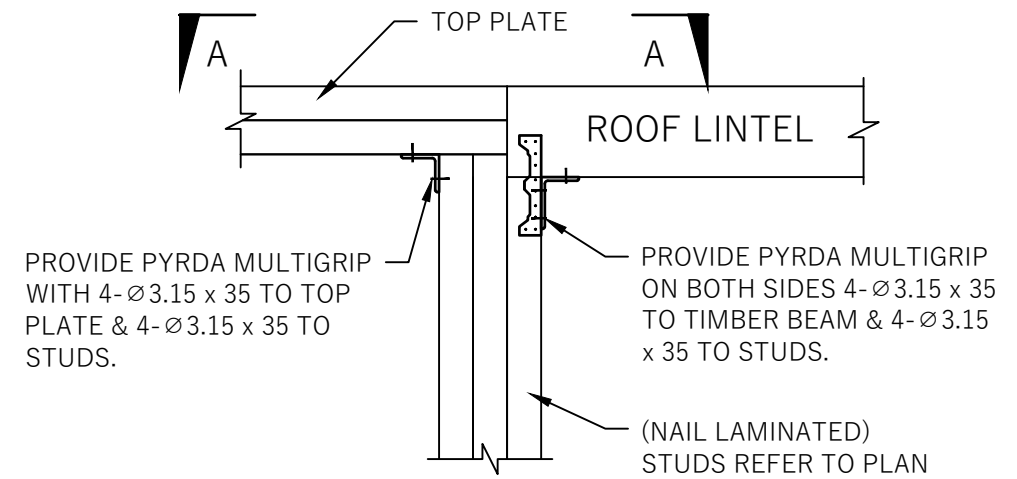
Rev.	Remark/Comment	Date	Appr.
C1	CONSTRUCTION ISSUE	01.12.21	E.N
C2	CONSTRUCTION ISSUE	15.02.22	E.N

Client: GJ GARDNER HOMES - HUME
 Project: PROPOSED DWELLING
 NO. 28 CANDLEBARK CLOSE,
 KILMORE
 Drawing: FRAMING DETAIL SHEET 2

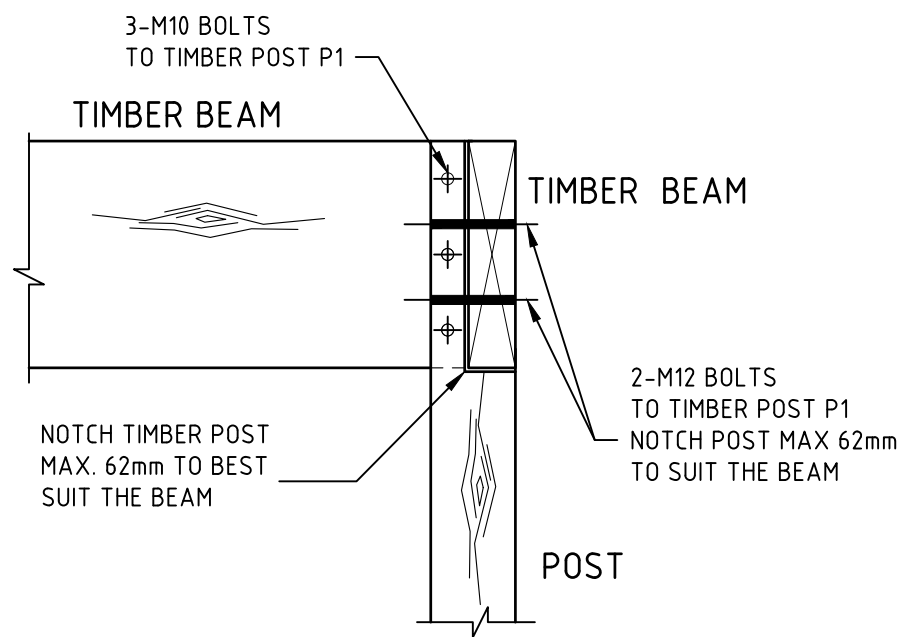
CONSTRUCTION ISSUE	
Designed: E.N	Scale (A3): AS NOTED
Drawn: C.K	Sheets: 17
Project No. 10879	Drawing No. S10



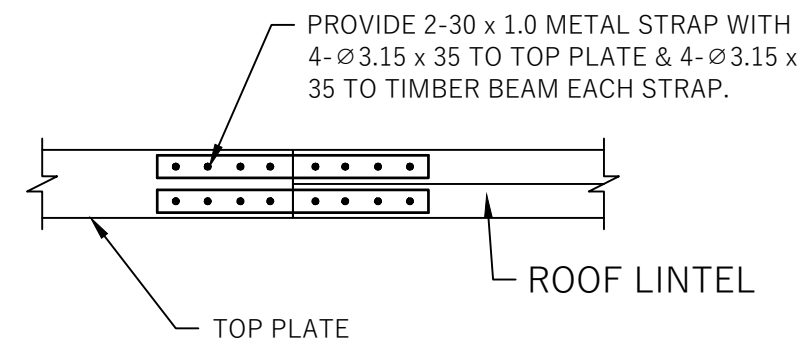
**TIMBER POST TO TIMBER BEAM
CONNECTION DETAIL
(PLAN VIEW)**
SCALE = 1:10



**TIMBER LINTEL WITH NO TOP PLATES
CONNECTION TO STUD DETAIL**
SCALE = NTS



ELEVATION C-C
SCALE = 1:10



PLAN VIEW A-A
SCALE = NTS

APPROVED Tekcon GROUP BUILDING SURVEYING
7618540929665 27 Apr 2022

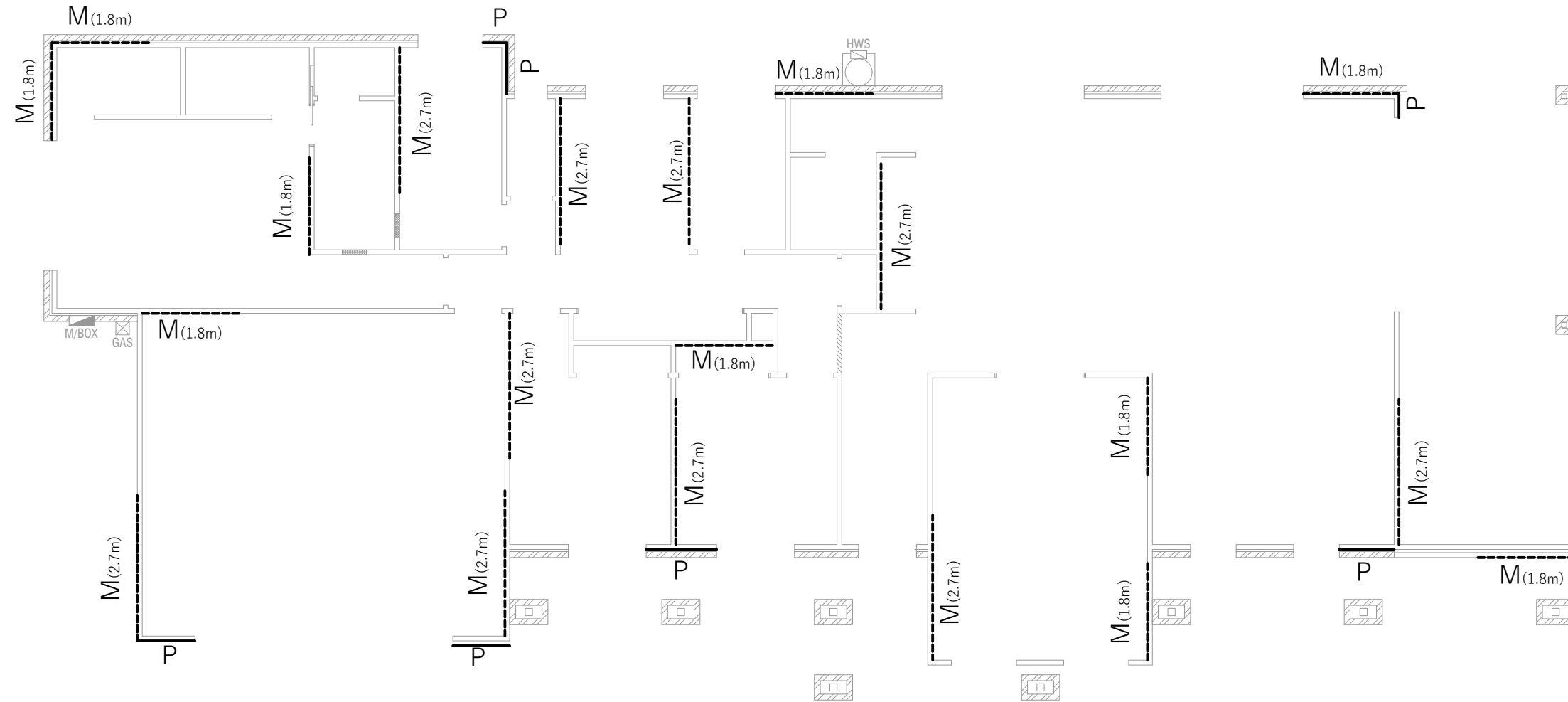
Rev.	Remark/Comment	Date	Appr.
C1	CONSTRUCTION ISSUE	01.12.21	E.N
C2	CONSTRUCTION ISSUE	15.02.22	E.N

Client: GJ GARDNER HOMES - HUME
Project: PROPOSED DWELLING NO. 28 CANDLEBARK CLOSE, KILMORE
Drawing: FRAMING DETAIL SHEET 3

CONSTRUCTION ISSUE	
Designed: E.N	Scale (A3): AS NOTED
Drawn: C.K	Sheets: 17
Project No. 10879	Drawing No. S11

WIND RATING - N1

- MAXIMUM DESIGN GUST WIND SPEED FOR THIS SITE IS 34 M/S;
- WIND SPEED CALCULATION (VH) FOR USE IN ULTIMATE LIMIT STATE DESIGN ONLY, CALCULATED IN ACCORDANCE WITH THE LIMITATIONS AS IN AS 4055, SECTION 2.1.



GROUND FLOOR BRACING PLAN

SCALE = 1:100

LEGEND

- M 1.5kN/m CAPACITY BRACING - REFER TO TYPICAL DETAILS
- M2 3.0kN/m CAPACITY BRACING - REFER TO TYPICAL DETAILS
- P 3.4kN/m CAPACITY PLYWOOD BRACING - REFER TO TYPICAL DETAILS
- P2 6.0kN/m CAPACITY PLYWOOD BRACING - REFER TO TYPICAL DETAILS
- O PLYWOOD BRACING OVER ALL WALL AREA, AROUND OPENINGS - REFER TO DETAILS

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ALTERNATIVE BRACING METHOD NOTE:

- OTHER EQUIVALENT CAPACITY BRACING METHOD IS PERMITTED IN LIEU OF SPECIFIED BRACING METHOD SHOWN ON DRAWINGS;
- INSTALLATION OF ALL BRACING UNITS MUST BE IN ACCORDANCE WITH THE RESIDENTIAL TIMBER FRAMED CONSTRUCTION MANUALS AS 1684.2-2010

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Rev.	Remark/Comment	Date	Appr.
C1	CONSTRUCTION ISSUE	01.12.21	E.N
C2	CONSTRUCTION ISSUE	15.02.22	E.N

Client: GJ GARDNER HOMES - HUME
 Project: PROPOSED DWELLING
 NO. 28 CANDLEBARK CLOSE,
 KILMORE
 Drawing: BRACING PLAN

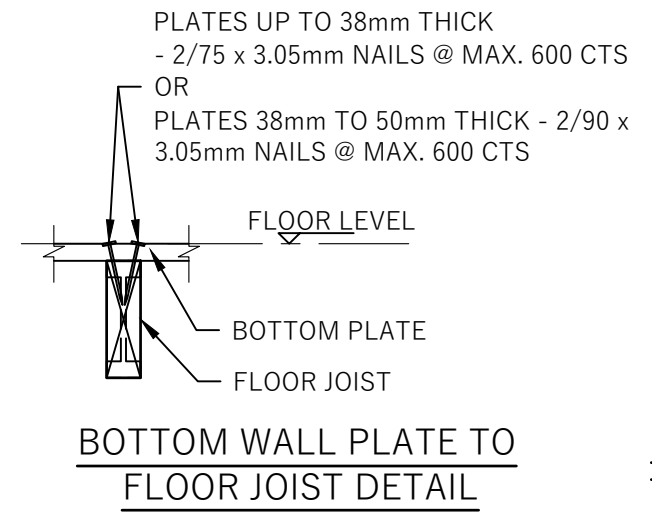
CONSTRUCTION ISSUE	
Designed: E.N	Scale (A3): AS NOTED
Drawn: C.K	Sheets: 17
Project No. 10879	Drawing No. S12

NOTE:
 THE MAXIMUM DEPTH OF A NOTCH OR SAW-CUT SHALL NOT EXCEED 20mm. SAW-CUTS STUDS SHALL BE DESIGNED AS NOTCHED.

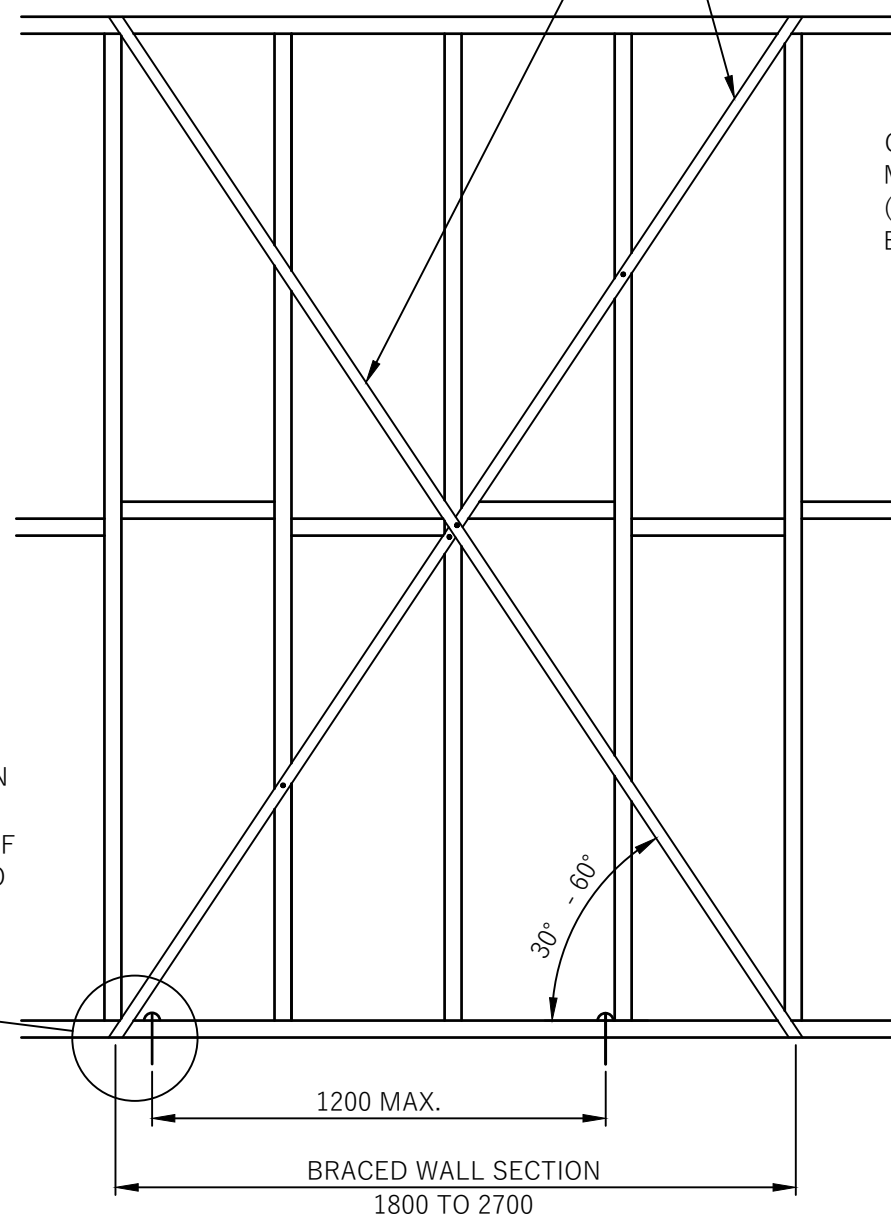
TENSIONED GALVANISED METAL STRAPS
 WITH MINIMUM THICKNESS OF 0.8mm AND
 MINIMUM NET SECTION OF 15mm²
FIXED TO STUDS WITH 1-30x2.8Ø GALVANISED FLAT-HEAD NAIL
 (OR EQUIVALENT)
FIXED PLATES WITH 3-30 x 2.8Ø GALVANISED FLAT-HEAD NAILS
 (OR EQUIVALENT) (BEND STRAPS OVER WALL PLATES AND NAIL)

GALVANISED METAL ANGLE BRACE - (20x18x1.2mm)
 2-30 x 2.8Ø NAILS TO EACH STUDS AND PLATES

NO END SPLITS ALLOWED;
 DRILL IF NECESSARY.

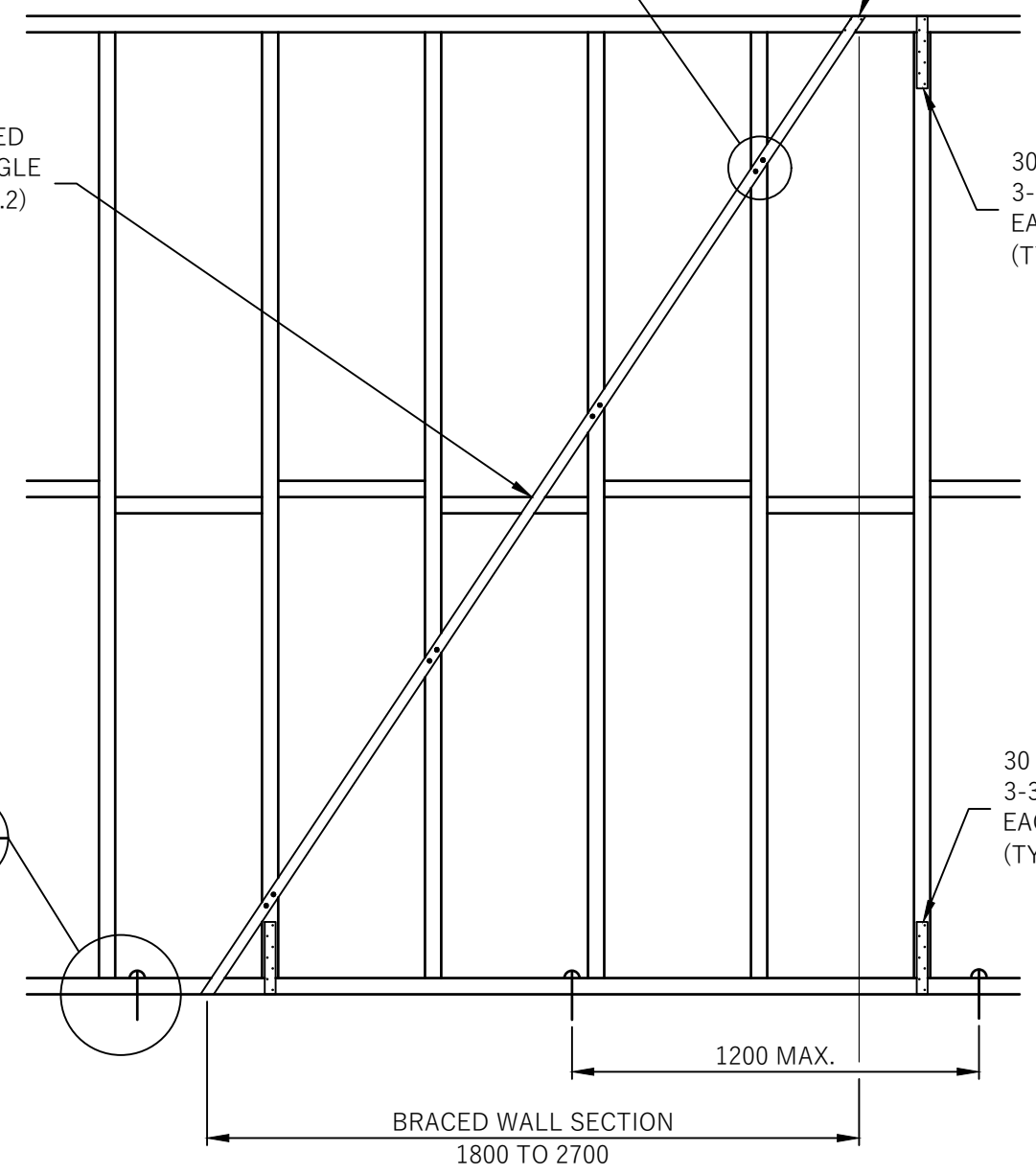
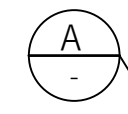


FIX ONE 75MM MASONRY NAIL (HAND-DRIVEN
 AT SLAB EDGE) OR SCREW OR BOLT TO THE
 BOTTOM PLATE AT MAXIMUM 1200mm CRS. (IF
 PANEL WIDTH IS LESS THAN 1200mm, NAIL TO
 BE AT EACH END OF PANEL)

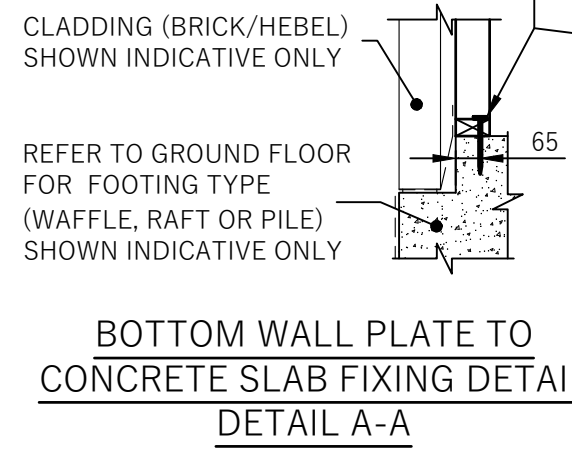


DOUBLE DIAGONAL METAL TENSION STRAPS
 (BRACING CAPACITY -1.5 kN/m)
 SCALE: NTS DENOTED AS M ON PLAN

OR



DIAGONAL METAL ANGLE BRACES
 (BRACING CAPACITY - 1.5 kN/m)
 SCALE: NTS DENOTED AS M ON PLAN



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Rev.	Remark/Comment	Date	Appr.
C1	CONSTRUCTION ISSUE	01.12.21	E.N
C2	CONSTRUCTION ISSUE	15.02.22	E.N

Client:
 GJ GARDNER HOMES - HUME

Project:
 PROPOSED DWELLING
 NO. 28 CANDLEBARK CLOSE,
 KILMORE

Drawing:
 BRACING DETAIL SHEET 1

CONSTRUCTION ISSUE	
Designed: E.N	Scale (A3): AS NOTED
Drawn: C.K	Sheets: 17
Project No. 10879	Drawing No. S13

NOTES:

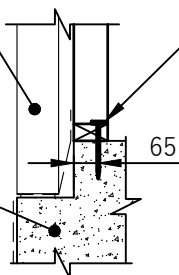
- PLYWOOD BUTT JOINTS SHALL BE AT A COMMON STUD WITH CLOUTS AT CRS. SHOWN.
- HORIZONTAL BUTT JOINTS TO BE FIXED TO NOGGING AT 150 CRS.
- ALLOW TO PACK OUT ADJACENT STUDS WITH CONTINUOUS STRIPS OF PLY TO RECEIVE WALL LINING.
- POWER FIX TOP PLATE AND END STUDS TO ADJACENT STEELWORK AT 600 CRS.

MINIMUM PLYWOOD THICKNESS (mm)		
PLYWOOD STRESS GRADE	STUD SPACING (mm)	
	450 CRS	600 CRS
NO NOGGING (EXCEPT HORIZONTAL BUTT JOINTS)		
F8	7	9
F11	4.5	7
F14	4	6
F27	3	4.5
WITH ONE ROW OF NOGGING		
F8	7	7
F11	4.5	4.5
F14	4	4
F27	3	3

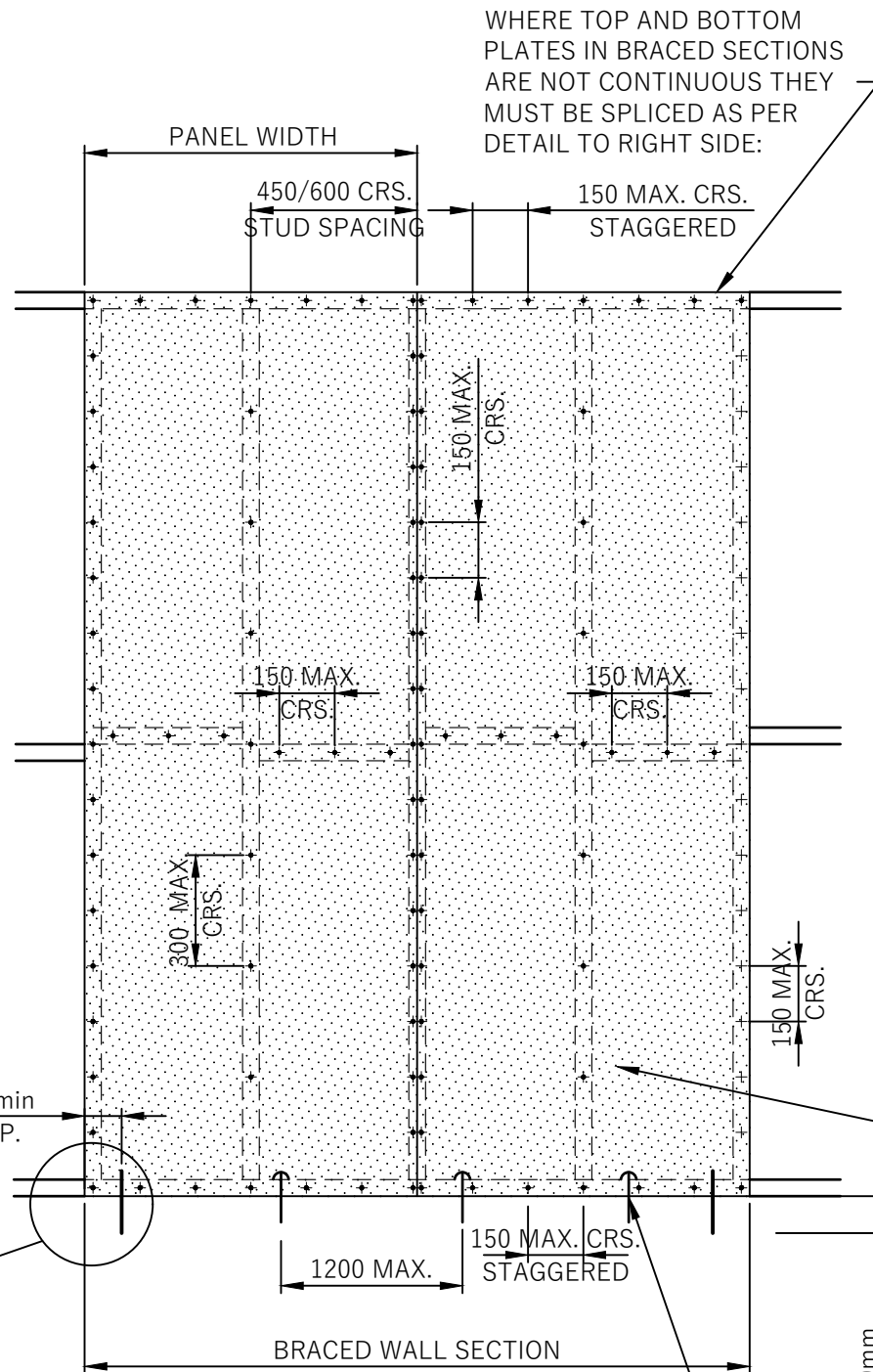
FIX ONE 75MM MASONRY NAIL (HAND-DRIVEN AT SLAB EDGE) OR SCREW OR BOLT TO THE BOTTOM PLATE AT MAXIMUM 1200mm CRS. (IF PANEL WIDTH IS LESS THAN 1200mm, NAIL TO BE AT EACH END OF PANEL)

CLADDING (BRICK/HEBEL) SHOWN INDICATIVE ONLY

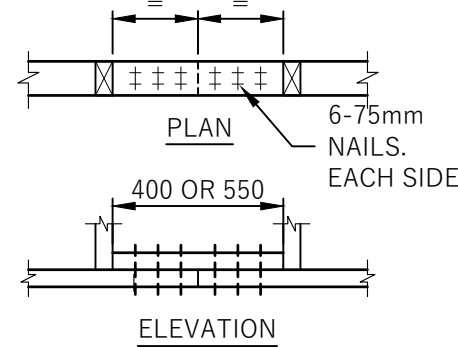
REFER TO GROUND FLOOR FOR FOOTING TYPE (WAFFLE, RAFT OR PILE) SHOWN INDICATIVE ONLY



BOTTOM WALL PLATE TO CONCRETE SLAB FIXING DETAIL



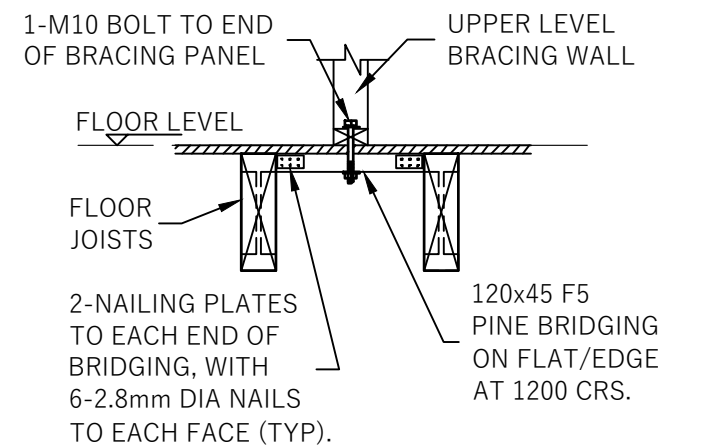
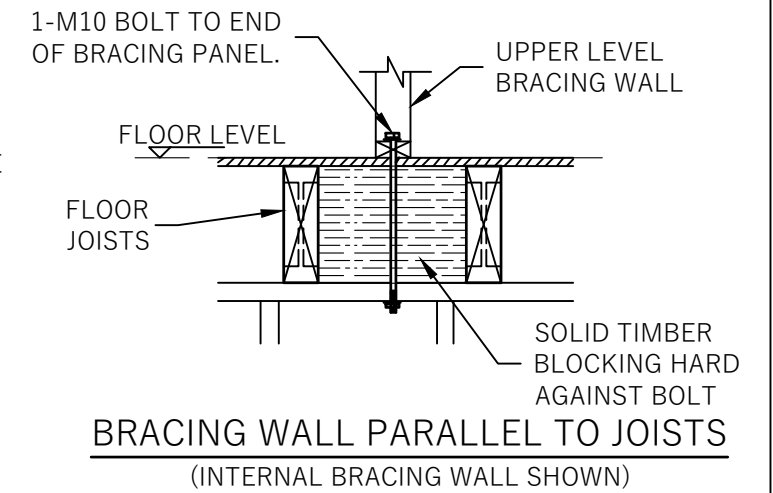
PLYWOOD WALL BRACING (BRACING CAPACITY - 3.4 kN/m)
SCALE: NTS DENOTED AS P ON PLAN



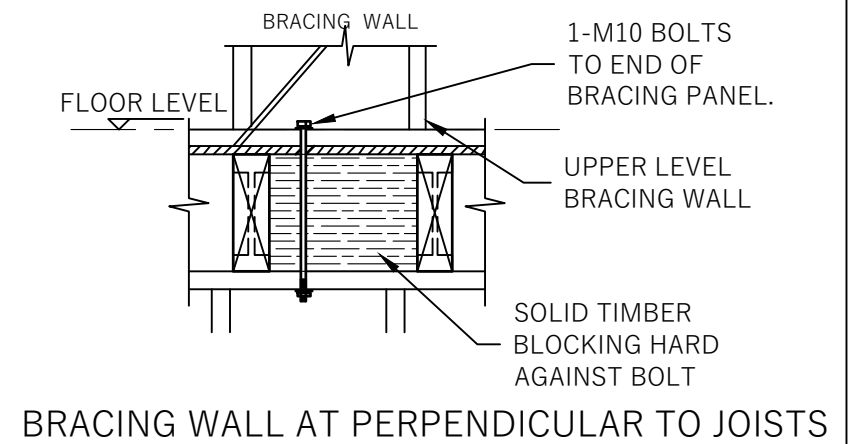
- NOTES:**
- SPLICE PLATE MUST BE SAME SIZE & STRESS GRADE AS TOP & BOTTOM PLATES
 - WHERE TOP & BOTTOM PLATES IN BRACED SECTIONS ARE DISCONTINUED, THEY MUST BE SPLICED AS SHOWN IN THIS DETAIL

TYPICAL TOP & BOTTOM PLATE SPLICE DETAIL

FIXING TO TIMBER FRAME:
PAA APPROVED STRUCTURAL PLYWOOD FIXED WITH 2.8Ø x 30 GALV. FLATHEAD NAILS AT 150 CRS. TO TOP AND BTM. WALL PLATES. & NOGGINGS
150 CRS. TO STUDS AT VERT. EDGES. 300 CRS. TO INTERNAL STUDS.



BRACING WALL PARALLEL TO JOISTS (NO STUD WALL UNDER)

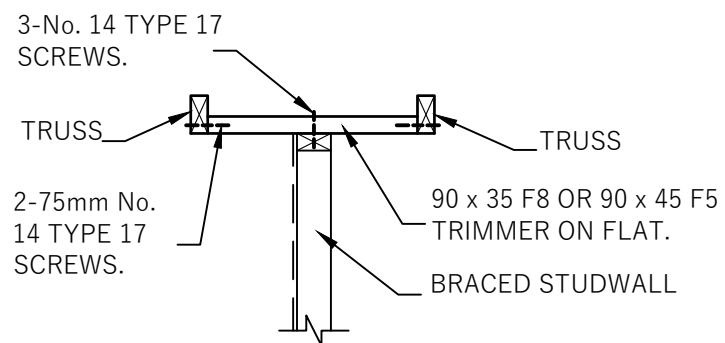


BRACING WALL AT PERPENDICULAR TO JOISTS

Rev.	Remark/Comment	Date	Appr.
C1	CONSTRUCTION ISSUE	01.12.21	E.N
C2	CONSTRUCTION ISSUE	15.02.22	E.N

CONSTRUCTION ISSUE

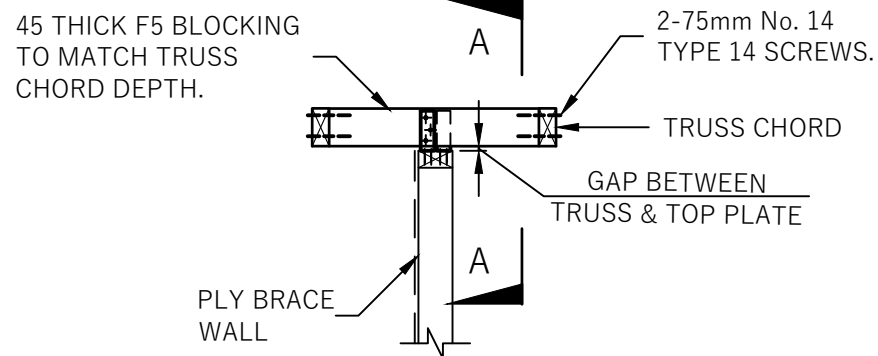
Designed: E.N	Scale (A3): AS NOTED
Drawn: C.K	Sheets: 17
Project No. 10879	Drawing No. S14



NOTE:
FOR TRUSSED ROOFS, NAILS OR SCREWS THROUGH THE TOP PLATE SHALL BE PLACED IN HOLES THAT PERMIT FREE VERTICAL MOVEMENT OF THE TRUSSES.

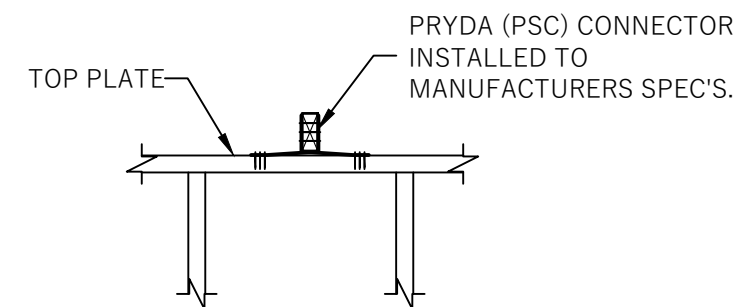
TYPICAL BRACED WALL PARALLEL TO ROOF TRUSSES

SCALE 1 : 20

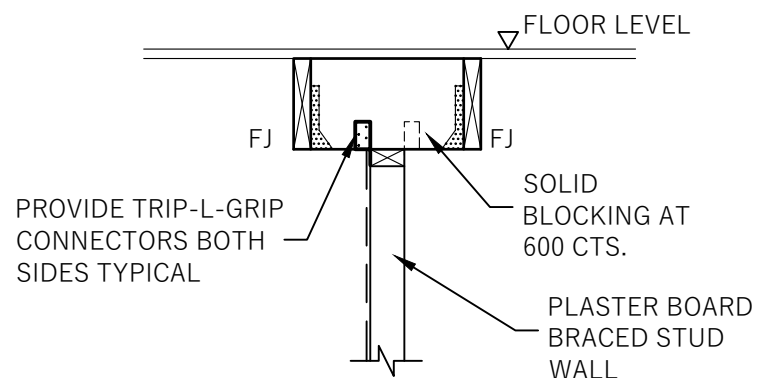


(ALTERNATIVE) TYPICAL BRACED WALL PARALLEL TO TRUSS ROOF

SCALE 1 : 20

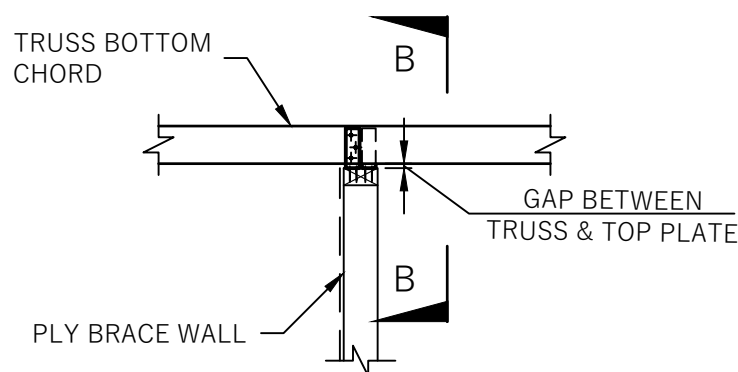


VIEW A-A



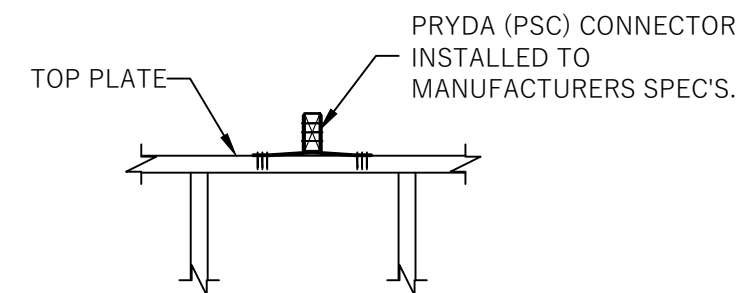
TYPICAL BRACED WALL PARALLEL TO FLOOR JOISTS

SCALE 1 : 20



(ALTERNATIVE) TYPICAL BRACED WALL PERPENDICULAR TO TRUSS ROOF

SCALE 1 : 20



VIEW B-B

APPROVED Tekcon GROUP BUILDING SURVEYING
7618540929665 27 Apr 2022

ENG CONSULTANTS CIVIL & STRUCTURAL ENGINEERING
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Rev.	Remark/Comment	Date	Appr.
C1	CONSTRUCTION ISSUE	01.12.21	E.N
C2	CONSTRUCTION ISSUE	15.02.22	E.N

Client: GJ GARDNER HOMES - HUME
Project: PROPOSED DWELLING NO. 28 CANDLEBARK CLOSE, KILMORE
Drawing: BRACING DETAIL SHEET 3

CONSTRUCTION ISSUE	
Designed: E.N	Scale (A3): AS NOTED
Drawn: C.K	Sheets: 17
Project No. 10879	Drawing No. S15

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GENERAL DRAINAGE NOTES

1. THE CONTRACTOR SHALL ADEQUATELY DRAIN THE SITE DURING ALL STAGES OF CONSTRUCTION.
2. CONTRACTOR SHALL VERIFY ALL LEVELS DIMENSIONS AND SERVICES PRIOR TO COMMENCEMENT OF WORK.
3. ALL APPROPRIATE PERMITS SHALL BE OBTAINED AND FEES PAID FOR BY THE CONTRACTOR.
4. ANY PAVEMENT OR FEATURES DAMAGED DURING THE COURSE OF THIS CONTRACT SHALL BE REINSTATED TO THEIR FORMER CONDITION.
5. THE CONTRACTOR SHALL ARRANGE A SITE INSPECTION WITH THE CIVIL ENGINEERING SUPERVISING OFFICER PRIOR TO THE COMMENCEMENT OF WORK TO RECORD ANY DAMAGE TO EXISTING FEATURES.
6. ALL EXISTING PIT COVERS, DOWNPIPE CONNECTIONS AND SIMILAR FEATURES IN CONSTRUCTION AREAS ARE TO BE ADJUSTED TO SUIT AS PART OF THIS CONTRACT.
7. ALL CONCRETE PAVEMENT SHALL BE FINISHED WITH A NON SKID FLOAT, (NO BROOMED FINISH).
8. BEFORE COMMENCEMENT OF WORK A TEMPORARY BENCH MARK IS TO BE ESTABLISHED BY THE CONTRACTOR IN A POSITION ON SITE SAFE FROM DISTURBANCE.
9. ALL FILLING SHALL BE UNIFORMITY PLACED IN LAYERS NOT EXCEEDING 200mm LOOSE MEASUREMENT. EACH LAYER SHALL BE WITHIN 85% TO 115% OF OPTIMUM MOISTURE CONTENT AND BE PROPERLY COMPACTED, AS SPECIFIED, BASED ON THE STANDARD COMPACTION TEST AS OUTLINED IN AS 1289-1977.
10. CRUSHED ROCK PAVEMENT COMPACTIONS SHALL BE TO 100% STANDARD MAXIMUM DRY DENSITY FOR BASE COARSE, AND 98% FOR SUB BASE COARSE.
11. ANY SHORTFALL IN INDIGENOUS TOPSOIL REQUIRED TO BRING THE GARDEN AND GRASSED AREAS TO THE DESIGN LEVELS SHALL BE MADE UP WITH APPROVED IMPORTED TOPSOIL. NO ADDITIONAL PAYMENT WILL BE MADE FOR IMPORTED TOPSOIL.
12. EXCAVATED MATERIAL SHALL BE STOCKPILED ON SITE AS DIRECTED BY THE SUPERINTENDENT. EXCESS TO BE REMOVED FROM SITE AT CONTRACTORS EXPENSE.
13. TOPSOIL TO BE STRIPPED TO A DEPTH OF 150mm UNDER FILL AREAS AND ALL OTHER AREAS. THIS TOPSOIL SHALL BE STOCKPILED ON SITE AS DIRECTED BY SUPERINTENDENT . EXCESS SOIL TO BE STOCKPILED ON SITE AS DIRECTED BY THE SUPERINTENDENT, OR REMOVED FROM THE SITE AT THE CONTRACTORS EXPENSE, IF SO DIRECTED.
14. ALL STORMWATER DRAINS SHALL BE BEDDED ON A MINIMUM OF 80mm COMPACTED THICKNESS 20 N.S. CLASS 3 FINE CRUSHED ROCK, IN SOIL BASED TRENCHES . INCREASE TO 200mm THICKNESS IN ROCK BASED TRENCHES.
15. 100mm DIAMETER STORMWATER DRAINS SHALL BE LAID AT A MINIMUM GRADE OF 1:100, UNLESS OTHERWISE SHOWN.
16. 150mm DIAMETER STORMWATER DRAINS SHALL BE LAID AT A MINIMUM GRADE OF 1:100, UNLESS OTHERWISE SHOWN.
17. TRENCH EXCAVATIONS; WHERE ONE OR BOTH SIDES OF ANY TRENCH EXCEED 1.5 M IN DEPTH, THE CONTRACTOR SHALL ENSURE THAT THE PROVISIONS OF MINES ACT 1958 AND THE MINES (TRENCHES) REGULATIONS 1979 ARE COMPLIED WITH.
18. TRENCHES TRAVERSING EXISTING OR PROPOSED PAVEMENTS INCLUDING ASPHALT AND CONCRETE SHALL BE BACKFILLED WITH "FIRST CLASS MATERIAL" AND COMPACTED. PAVEMENT SHALL BE REINSTATED TO THE SATISFACTION OF THE SUPERINTENDENT.
19. ALL SURPLUS EXCAVATED MATERIAL SHALL BE REMOVED FROM SITE.
20. FOOTPATHS, DRIVEWAYS, ROADWAYS, KERBS , R.O.W.'S OR EXISTING FEATURES DISTURBED, BROKEN OR AFFECTED BY THE WORKS ARE TO BE REINSTATED TO THE COMPLETE SATISFACTION OF THE CITY ENGINEER OR HIS REPRESENTATIVE.
21. ALL CONCRETE TO BE SAW CUT AND BROKEN OUT TO THE NEAREST JOINT.
22. ALL NATURE STRIPS AND LAWN AREAS OUTSIDE PRIVATE PROPERTY TO BE REINSTATED WITH TOP SOIL AND SEEDED.
23. CONTRACTOR TO CONTACT LOCAL COUNCIL ENGINEERING DEPARTMENT AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION OF OUTFALL DRAINAGE TO ARRANGE FOR COUNCIL SUPERVISION AND INSPECTION IF REQUIRED BY COUNCIL.
24. THE CONTRACTOR IS TO VERIFY ALL LOCATIONS AND DEPTH OF SERVICES WITH THE RELEVANT AUTHORITIES FOR THE CONSTRUCTION OF DRAINS AND SERVICES OUTSIDE THE PROPERTY BOUNDARY PRIOR TO THE COMMENCEMENT OF WORK, AND SHALL BE FULLY RESPONSIBLE FOR RECTIFICATION OF ANY DAMAGED SERVICE.
25. ALL EXCESS TOPSOIL SHALL BE REMOVED OFF SITE AT THE CONTRACTOR'S EXPENSE.
26. ALL ADDITIONAL FILL MATERIAL REQUIRED DUE TO OVER EXCAVATION OR A SHORTFALL OF SUITABLE EXCAVATED MATERIAL SHALL BE IMPORTED AT THE CONTRACTORS EXPENSE.
27. AT THE TIME OF THE PREPARATION OF THE DRAINAGE DESIGN, IF THE LANDSCAPING DESIGN WAS NOT SUPPLIED TO THIS OFFICE, THEN THE DRAINAGE SYSTEM MAY BE SUBJECT TO CHANGE. THIS OFFICE OR A QUALIFIED PRACTITIONER SHALL REVIEW THE DRAINAGE DESIGN WHEN LANDSCAPING DESIGN IS FINALISED.

SITE DRAINAGE REQUIREMENTS - CONSTRUCTION STAGE:

THE GEOTECHNICAL REPORT HAS RECOMMENDED THE USE OF A CERTAIN FOOTING THAT IS APPROPRIATE FOR THIS SITE. WHILE MAKING THIS RECOMMENDATION IT HAS BEEN ASSUMED THAT CERTAIN SITE DRAINAGE REQUIREMENTS AS PER AS2870-2011 & BCA HAS BEEN MET. DURING THE CONSTRUCTION OF THE FOOTING THE FOLLOWING SITE DRAINAGE REQUIREMENTS ARE LISTED AS BEING PART OF THE FINAL FOOTING DESIGN.

1. MUST PREVENT WATER PONDING AGAINST OR NEAR THE FOOTING
2. THE GROUND IN THE IMMEDIATE VICINITY OF THE PERIMETER FOOTING SHALL BE GRADED TO A FALL OF 50mm MIN. AWAY FROM THE FOOTING OVER A DISTANCE OF 1000mm (1:20) AND SHAPED TO PREVENT PONDING OF WATER (THIS INCLUDES THE GROUND UPHILL FROM THE FOOTING ON A CUT/FILL SITE) - WHERE FILLING IS PLACED ADJACENT TO THE BUILDING, THE FILLING SHALL BE COMPACTED AND GRADED TO ENSURE DRAINAGE OR WATER AWAY FROM THE BUILDING
3. ALL COLLECTED STORMWATER MUST BE DISCHARGED TO A LPOD
4. SURFACE DRAINAGE OF THE SITE SHALL BE CONTROLLED FROM THE START OF THE SITE PREPARATION AND CONSTRUCTION; SURFACE DRAINAGE INCLUDES SURFACE WATER RUN-OFF AND BUILDING WATER (ROOF/FLOOR/CONCRETE) RUN-OFF:
 - ALL WATER RUN-OFF SHALL BE CONTROLLED AT ALL TIMES
 - USE TEMPORARY DOWNPIPES TO COLLECT WATER FROM THE ROOFED BUILDING FRAME;
 - WHEN SILT PITS ARE USED TO GATHER SURFACE WATER FROM AREAS ADJACENT TO THE FOOTINGS, THESE SILT PITS ARE TO BE AT LEAST 1000mm AWAY FROM THE FOOTING AND CONNECTED TO THE STORMWATER SYSTEM WITH SOLID PIPE;
 - STORMWATER DRAINS SHALL BE AT LEAST 90mm AND HAVE A MINIMUM FALL OF 1:100 AND 100mm COVER UNDER THE SOIL AND/OR PAVED AREAS;
 - INSPECTION OPENINGS SHOULD BE PROVIDED AT EACH PIPE CONNECTION POINT AND AT A NOMINAL SPACING OF 25m
 - AVOID UNDERMINING THE FOOTING WITH ANY TRENCHES OR PIPE OR PITS UNLESS THE FOOTING HAS BEEN DESIGNED TO ALLOW FOR SUCH SITUATION.
5. SUB-SURFACE DRAINAGE IS REQUIRED TO REMOVE ANY UNWANTED GROUND WATER BY MEANS 90mm SLOTTED PIPE IN A 300mm WIDE TRENCH (MIN. FALL OF 1:100), BASE OF THE TRENCH IS FILLED WITH 10mm CRUSHED ROCK OR SIMILAR COVERING THE SLOTTED PIPE.
 - AG DRAINS MUST BE INSTALLED AT THE BASE OF ALL SITE CUTS THAT EXCEED 400mm IN HEIGHT, ALONG THE HIGH SIDE OF A SLOPING SITE AND POSSIBLY ALONG THE LOW SIDE OF A SLOPING SITE ALONG THE BOUNDARY. TO BE CONNECTED TO STORMWATER SYSTEM VIA A SILT PIT.
 - AG DRAINS TO BE LAID APPROX. 200mm INTO UNDISTURBED CLAY OR COMPACTED CLAY.
6. AC CONDENSERS, HW OVERFLOW, WATER TANKS AND ADJOINING PROPERTIES ARE ALL POTENTIAL SOURCES OF UNWANTED WATER. THIS WATER MUST BE CONTROLLED AND DIRECTED TO THE LPOD. POSSIBLE WATER IMPACTING THE SITE FROM AN ADJOINING PROPERTY, ESPECIALLY IF THERE IS A FOOTING ON OR NEAR A BOUNDARY MUST BE ADDRESSED. LOCALISED FOOTING STRENGTHENING IS TO BE CONSIDERED DURING CONSTRUCTION ILO DRAINAGE THAT MAY JEOPARDISE THE FOOTINGS.
7. GRATED DRAINS MAY BE UTILISED IN A PAVED AREA (E.G. DRIVERWAY/GARAGE INTERFACE) WHERE THE PAVING NECESSARILY SLOPES TOWARDS THE HOUSE OR GARAGE. SPOON DRAINS MAY ALSO BE USED IN CONJUNCTION WITH A PAVED SURFACE.
8. THE GROUND BENEATH A TIMBER DECK MUST BE GRADED SO THAT THE AREA BENEATH THE DECK IS ABOVE THE ADJACENT FINISHED GROUND LEVEL TO PREVENT PONDING.
9. ALL TRENCHES MUST BE DUG AT A SIMILAR GRADE AS THE PIPES THE TRENCHES HOUSE.
 - ALL TRENCHES MUST GENERALLY SLOPE AWAY FROM THE FOOTINGS
 - TRENCHES MUST BE 'CLAY PLUGGED' OR CONCRETED WHEN PASSING PERPENDICULARLY UNDER ANY PART OF THE FOOTING AND ON ANY SLOTTED PIPE SIDE OF A CONNECTION PIT
 - ALL TRENCHES WITHIN 1500mm OF ANY FOOTING MUST BE EFFECTIVELY SEALED FROM SURFACE WATER, WITH AT LEAST THE TOP 300mm OF THE TRENCH FILLED WITH LOCAL CLAY COMPACTED TO AN IMPERMEABLE TOP LAYER. APPROVED MOISTURE BARRIER USE WITH TRENCHES IS AN OPTION.
 - CONCRETE PAVING IS ADVISED OVER ANY TRENCHES WITHIN 1000mm OF ANY FOOTING.
10. FLEXIBLE PLUMBING JOINTS ARE REQUIRED FOR H1/H2/E/P SITES TO ALLOW FOR EXPECTED VERTICAL GROUND MOVEMENTS (REFER GEOTECHNICAL REPORT). THE JOINTS MUST BE SET AT THE MIDWAY POINT WHEN INSTALLED & MUST ALSO INCORPORATE SWIVEL JOINTS IN THE SYSTEM
 - DRAINS EMERGING FROM UNDER THE FOOTING REQUIRE THE FLEXIBLE JOINT TO BE WITHIN 1000mm OF THE OUTSIDE OF THE PERIMETER FOOTING
 - INSTALLATION, LOCATION AND NUMBER OF JOINTS TO COMPLY WITH MANUFACTURER'S SPECS
11. PLUMBING PENETRATING THE FOOTING MUST BE AVOIDED WHERE PRACTICABLE. IF UNAVOIDABLE THEN THE PIPE MUST PASS THROUGH THE MIDDLE THIRD OF THE FOOTING DEPTH AND LAGGING TO THE PIPE PROVIDED

DRAINAGE NOTES:

1. ALL SURFACE DRAINAGE WORKS SHALL BE INSTALLED IN ACCORDANCE WITH CLAUSE 5.6.3 DRAINAGE REQUIREMENTS OF AS 2870-2011, WHEREIN FOR BUILDINGS ON MODERATELY, HIGHLY AND REACTIVE SITES:
 - SURFACE DRAINAGE SHALL BE CONTROLLED THROUGHOUT CONSTRUCTION AND BE COMPLETED BY THE FINISH OF CONSTRUCTION.
 - THE BASE OF TRENCHES SHALL SLOPE AWAY FROM THE BUILDING.
 - WHERE PIPES PASS UNDER THE FOOTING SYSTEMS, CLAY PLUGS ARE ADOPTED TO PREVENT THE INGRESS OF WATER.
2. FOR BUILDINGS ON HIGHLY AND REACTIVE SITES, DRAINER SHALL PROVIDE DRAINAGE ARTICULATION TO ALL STORMWATER, SANITARY PLUMBING DRAINS AND DISCHARGE PIPES IN ACCORDANCE WITH CLAUSE 5.6.4 PLUMBING REQUIREMENTS, WHEREIN FLEXIBLE JOINTS IMMEDIATELY OUTSIDE BUILDING AND COMMENCING WITHIN 1m OF THE BUILDING PERIMETER ARE REQUIRED TO ACCOMMODATE THE REQUIRED DIFFERENTIAL MOVEMENT BASE ON THE SOIL CLASSIFICATION, REFER TABLE 'MIN. REQUIREMENTS FOR EXPANSION AND ALLOWABLE IN FITTINGS.
3. SURFACE WATER MUST BE DIVERTED AWAY FROM THE DWELLING AND GRADED AWAY FROM ALL FOUNDATIONS TO GIVE A SLOPE OF NOT LESS THAN 50mm OVER THE FIRST 1000mm FROM THE DWELLING.
4. SUBSURFACE DRAINS TO REMOVE GROUND OR TABLE WATER SHALL BE DETAILED BY THE DESIGN ENGINEER. FURTHERMORE, DAMP-PROOF MEMBRANE IN ACCORDANCE WITH 5.3.3 SHALL BE INSTALLED FOR GROUNDWATER OR AGGRESSIVE SOILS.
5. DRAINAGE DESIGN IS IN ACCORDANCE WITH AS3500.

MATERIALS

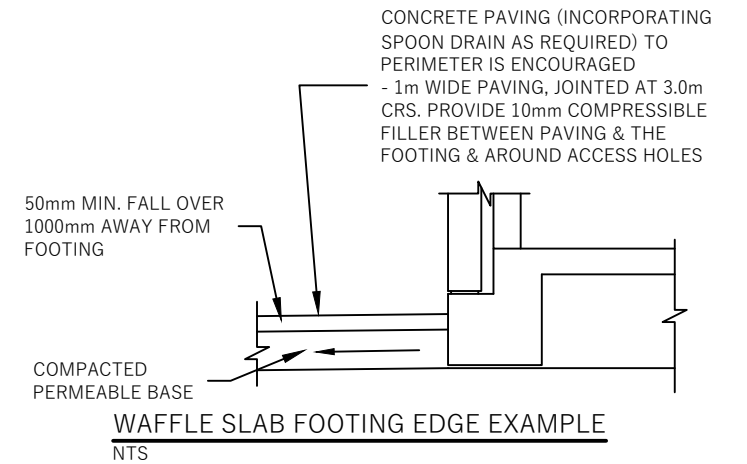
1. PROPOSED 100Ø & 150Ø STORMWATER DRAINS SHALL BE FORMED OF UNPLASTICISED POLYVINYL CHLORIDE PIPES AND FITTINGS CLASS SH (SEWER CLASS) MANUFACTURED TO CONFORM TO AS.1260.
2. PROPOSED 225 DIAMETER AND LARGER STORMWATER DRAINS SHALL BE FORMED OF FIBRE REINFORCED CONCRETE CLASS 2, RUBBER RING JOINTED PIPE MANUFACTURED TO CONFORM TO AS 4058. (CLASS 3 WHERE INDICATED). USE UPVC TO AS1260. (CLASS SH) WHERE SHOWN ON THE DRAWINGS.

SERVICE

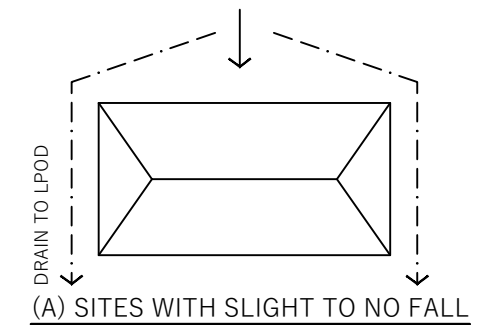
1. PRIOR TO THE COMMENCEMENT OF WORK THE CONTRACTOR SHALL LOCATE EXISTING SERVICES TO BE RETAINED WHERE PROPOSED SERVICES CROSS THEM, AND ASCERTAIN FOR HIMSELF THAT NO CLASHES OF SERVICES WILL OCCUR.
2. WHERE PROPOSED SERVICES TRAVERSE EXISTING ASPHALT AND CONCRETE PAVEMENTS THE PAVEMENT IS TO BE SAW CUT TO FULL DEPTH OF PAVEMENT PRIOR TO EXCAVATION.
3. TRENCHES TRAVERSING EXISTING OR PROPOSED PAVEMENTS INCLUDING ASPHALT AND CONCRETE SHALL BE BACKFILLED WITH CLASS 2 FINE CRUSHED ROCK AND COMPACTED ALL TO THE SATISFACTION OF THE SUPERINTENDENT.
4. THE CONTRACTOR SHALL CO-ORDINATE THE LAYING OF ALL SERVICES TO AVOID CLASHES.
5. LAY ALL SERVICES TO NOMINATED LEVELS WHERE GIVEN, OTHER SERVICES SHALL BE LAID TO COMPLY WITH MINIMUM COVER REQUIREMENTS.
6. DIFFERENT PARALLEL SERVICES THAT ARE IN CLOSE PROXIMITY TO EACH OTHER MAY BE LAID IN A COMMON TRENCH, SUBJECT TO THE APPROVAL OF THE RELEVANT AUTHORITY AND THE SUPERINTENDENT.

MAINTENANCE:

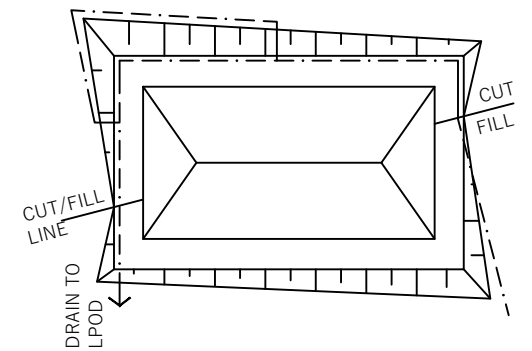
1. THE MAINTENANCE OF THE SITE AROUND A NEW HOME IS AN IMPORTANT FACTOR IN THE LONG-TERM PERFORMANCE OF THE FOOTING SYSTEM
2. THE PRIMARY OBJECTIVE OF THIS MAINTENANCE IS TO MINIMISE THE VARIATION IN SOIL MOISTURE LEVELS AROUND THE FOOTING THAT COULD LEAD THE EXCESSIVE SOIL MOVEMENT AND POSSIBLE DISTRESS OF THE SUPERSTRUCTURE AND/OR FOOTING. WHEN THE SLAB FORMS PART OF THE TERMITE BARRIER SYSTEM FOR THE HOUSE, THEN IT IS ALSO NECESSARY TO MAINTAIN THE EFFECTIVENESS OF THAT BARRIER WITH APPROPRIATE MAINTENANCE ACTIVITIES.
3. WHEN A CONCRETE SLAB-ON-GROUND IS USED AS PART OF THE TERMITE BARRIER SYSTEM AS OUTLINES IN AS3660.0, THEN IT CANNOT BE TOO HIGHLY STRESSED THAT REGULAR INSPECTION AND MAINTENANCE OF THE SLAB SURROUNDING BY A COMPETENT PROFESSIONAL IS REQUIRED TO ENSURE THAT ANY TERMITE INFESTATION IS DETECTED AND TREATED PROMPTLY.
4. ONGOING MAINTENANCE AND INSPECTION ON A REGULAR BASIS IS A REQUIREMENT OF AS3660.1 AND OWNER SHOULD BE CLEARLY ADVISED IF THEIR RESPONSIBILITIES TO ENSURE THAT THEIR INVESTMENT IS PROPERLY PROTECTED.
5. LEAKING TAPS, DOWNPIPES, SEWERS, GUTTERS AND DRAINAGE CAN ALSO AFFECT THE MOISTURE CONTENT OF THE SOIL AND THESE MUST BE INSPECTED REGULARLY TO ENSURE AGAINST DAMAGE TO THE FOOTINGS. SIMILARLY, GUTTERS, DOWNPIPE AND COLLECTION POINTS CAN GET BLOCKED WITH LEAVES AND OTHER DEBRIS, PREVENTING THE EFFECTIVE DRAINAGE OF STORMWATER AWAY FROM THE HOUSE. AGAIN, REGULAR INSPECTIONS AND MAINTENANCE SHOULD BE CARRIED OUT TO PREVENT BLOCKAGES.
6. IT IS IMPORTANT FOR BUILDER TO MAKE THE HOMEOWNER AWARE OF THE MAINTENANCE ISSUES ASSOCIATED WITH ENSURING THE LONG-TERM PERFORMANCE OF THE FOOTING SYSTEM.



WAFFLE SLAB FOOTING EDGE EXAMPLE
NTS



(A) SITES WITH SLIGHT TO NO FALL



(B) SITES WITH FALL 1:10 (>400mm CUT)

SCHEMATIC SITE PLAN FOR SUB-SURFACE DRAINAGE
NTS



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Rev.	Remark/Comment	Date	Appr.
C1	CONSTRUCTION ISSUE	01.12.21	E.N
C2	CONSTRUCTION ISSUE	15.02.22	E.N



Client:
GJ GARDNER HOMES - HUME

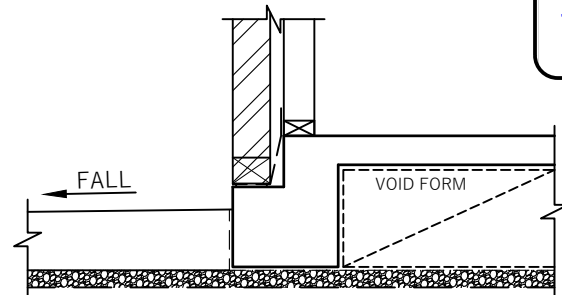
Project:
PROPOSED DWELLING
NO. 28 CANDLEBARK CLOSE,
KILMORE

Drawing:
DRAINAGE NOTES

CONSTRUCTION ISSUE

Designed: E.N	Scale (A3): AS NOTED
Drawn: C.K	Sheets: 17
Project No. 10879	Drawing No. S16

NOTE: REFER WAFFLE SLAB SCHEDULE FOR TYPICAL REINFORCEMENT DETAILS



TYPICAL BENCHING DETAIL

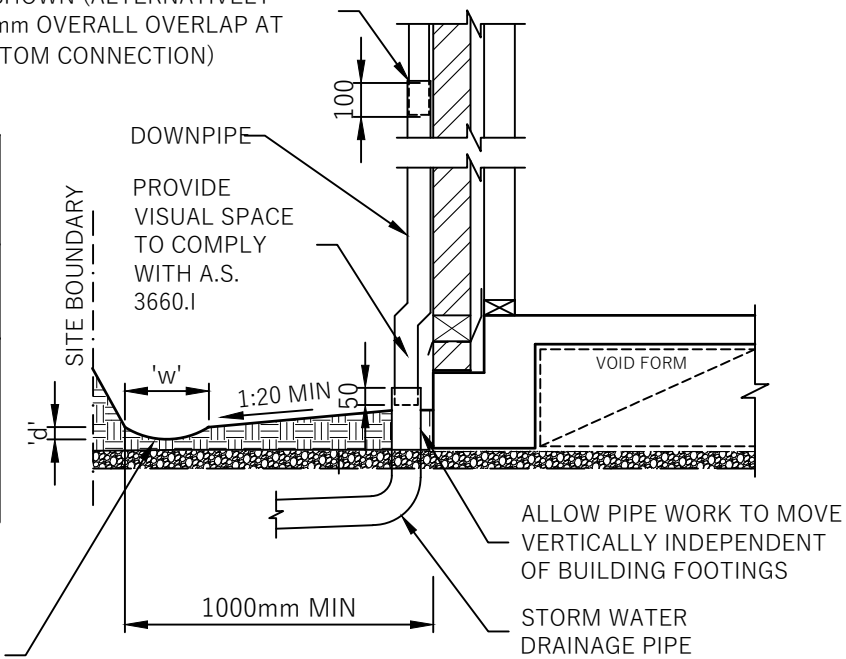
SCALE = N.T.S.

1. PREVENT "OVERPOUR" OF CONCRETE BY LINING ANY COLLAPSED SIDES OF TRENCHES WITH FIBRE CEMENT SHEETING, FORMPLY, BOARDS OR COMPACTED SOIL BACKFILLING BEHIND VAPOUR BARRIER (OR DAMP-PROOF MEMBRANE) DURING POUR.
2. FALL "CUT" BENCHING AWAY FROM THE FOOTING.
3. TERMINATE VAPOUR BARRIER (OR DAMP-PROOF MEMBRANE) UNDER DPM OR "CUT" BENCHING.
4. PLACE DPM BETWEEN PAVING AND FOOTING.
5. MINIMUM EDGE EXPOSURE (E) OF 70mm MAY BE REQUIRED FOR TERMITE PROTECTION TO COMPLY WITH AS3660.1 AND IS REQUIRED ON "E" CLASS SITES TO COMPLY WITH THE SOUTH AUSTRALIA HOUSING CODE (THE GREATER THE EXPOSURE HOWEVER, THE GRATER THE OPPORTUNITY TO DRY OUT FROM THE OUTSIDE FACE).
6. THE DPM (VISCIOUS DAMP PROOF MEMBRANE AS USED BY BRICKLAYERS) SHOULD SIT ON THE 'CUT' BENCH LEVEL FOR A MINIMUM OF 75mm. IT SHOULD THEN EXTEND UP THE FACE OF THE FOOTING TO END AT THE TOP OF THE PAVEMENT.

CUT DEPTH	SWALE DEPTH 'd'	SWALE WIDTH 'w'
< 400mm	100mm	300mm
400mm-800mm	150mm	400mm
> 800mm	200mm	400mm

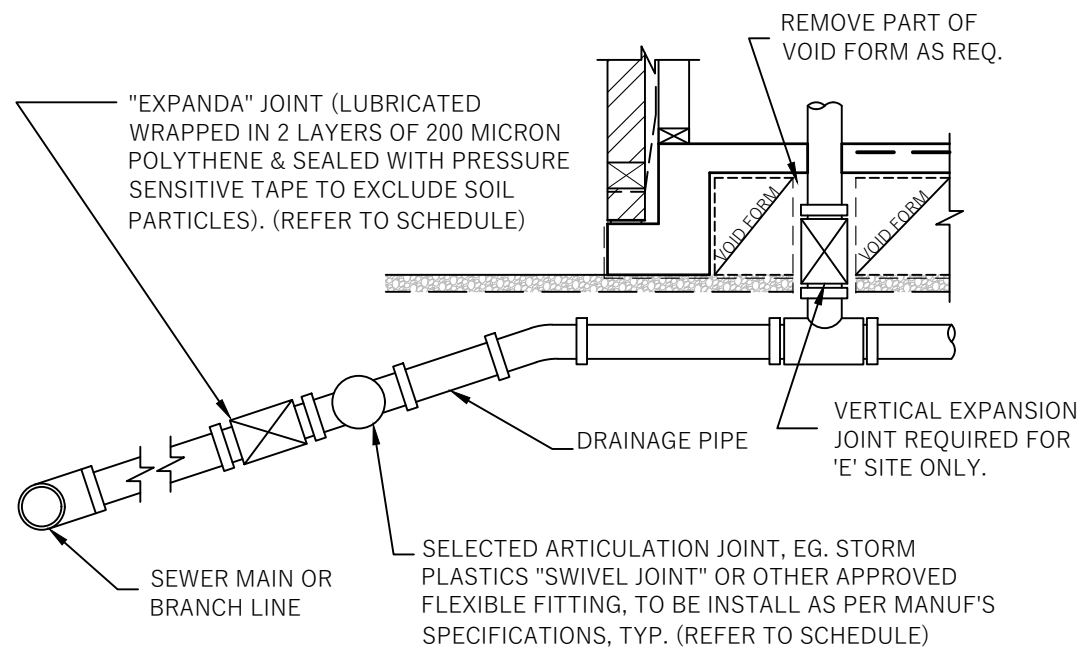
NATURAL SWALE (SPOON) FORMED FOR SURFACE WATER RUN OFF AT 1:100 MIN. WITH COMPACTED CLAY OR SAND BASE (REFER TO TABLE FOR RECOMMENDED SWALE SIZE)

OVERLAP PIPES 100mm MINIMUM AS SHOWN (ALTERNATIVELY 150mm OVERALL OVERLAP AT BOTTOM CONNECTION)



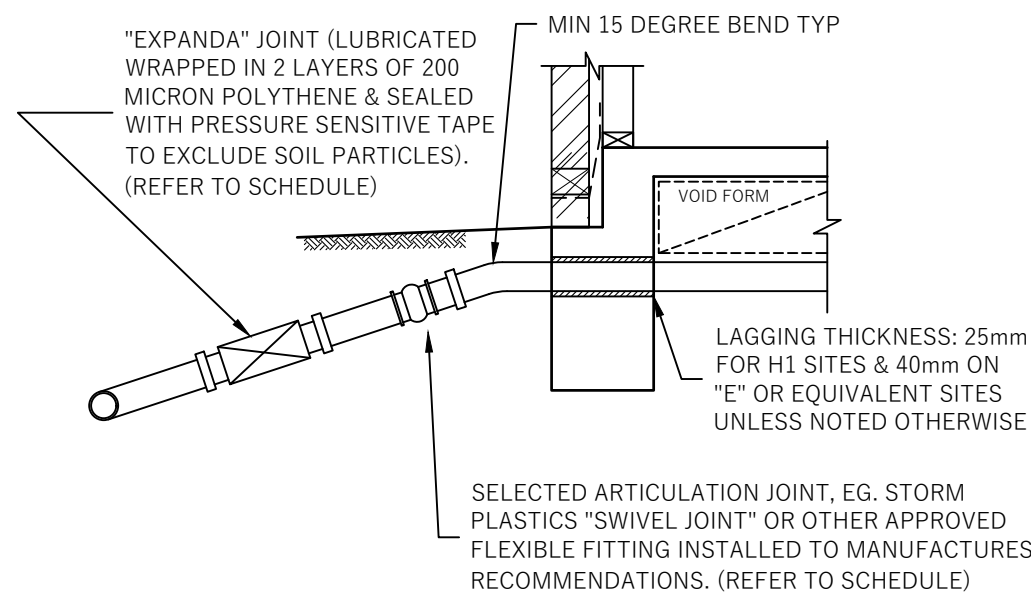
TYPICAL DOWNPIPE & SWALE DRAIN DETAIL (IF REQUIRED)

SCALE = N.T.S.



TYPICAL UNDER WAFFLE SLAB PIPE DETAIL

NTS



TYPICAL PIPE THROUGH FOOTING DETAIL

NTS

SITE CLASS	DESIGN Ys MOVEMENT (mm)	SEWER EXIT POINTS & ORG	
		SWIVEL	EXPANDER
M	Ys < 40	0	0
H1	40 < Ys ≤ 60	1	1
H2	60 < Ys ≤ 75	2	1
E	Ys > 75	2	1

NOTE: EXPANDER REQUIRED ON ALL RISERS FOR (CLASS E, Ys > 75mm OR EQUIVALENT SITES)

Rev.	Remark/Comment	Date	Appr.
C1	CONSTRUCTION ISSUE	01.12.21	E.N
C2	CONSTRUCTION ISSUE	15.02.22	E.N

Client: GJ GARDNER HOMES - HUME
 Project: PROPOSED DWELLING NO. 28 CANDLEBARK CLOSE, KILMORE
 Drawing: DRAINAGE DETAIL SHEET 1

CONSTRUCTION ISSUE

Designed: E.N	Scale (A3): AS NOTED
Drawn: C.K	Sheets: 17
Project No. 10879	Drawing No. S17

FORM 2

BUILDING ACT 1993

Building Regulations 2018

Regulation 37(1)

BUILDING PERMIT

BUILDING PERMIT No.: 7618540929665

Issued To

Owner/Agent of owner: Pinnacle Home Builders Pty Ltd ACN/ARBN: 48 627 779 686
Postal address: 4/1-7 Sussex Court SUNBURY VIC 3429 Email: rebecca.macmillan@gjgardner.com.au
Contact person: Rebecca Macmillan Mobile/Telephone: 0407 818 439 9740 2444
Address for serving or giving of documents: 4/1-7 Sussex Court SUNBURY VIC 3429

Ownership Details

Owner: Rhonda Grech
Postal address: 11 Possum Rise KILMORE VIC 3764 Email: grechjoe14@gmail.com
Contact person: Rhonda Grech Mobile/Telephone: 0419 514 734

Property Details

Number **28** Street/Road **Candlebark Close** Suburb/Town **KILMORE** Postcode **3764**
Lot/s **114** LP/PS **PS531432H** Volume **12019** Folio **857**
Crown Allotment Section Parish County
Municipal District: **Mitchell Shire Council**

Builder

Name: Pinnacle Home Builders Pty Ltd ACN: 48 627 779 686
Address: 4/1-7 Sussex Court SUNBURY VIC 3429
Building practitioner registration no: CDB-U 60246
Telephone: 0407 818 439

Natural person for service of directions, notices and orders

Name: Kevin Micallef
Address: 4/1-7 Sussex Court SUNBURY VIC 3429
Telephone: 0407 818 439

Building practitioners or architects engaged to prepare documents for this permit:

who were engaged to prepare documents forming part of the application for this permit:

Type	Registration Number	Name	Company
Civil Engineer	PE0003881	Elizabeth Necovski	ENG Consultants Pty Ltd
Draftsperson	DP-AD 59237	Benjamin Bodo	Plantech

Details of Domestic Building Work Insurance

The issuer or provider of the required insurance policy is Assetinsure, policy number DBIVIC22040897.
Policy cover: \$464,390

Details of Relevant Planning Permit N/A

Nature of Building Work

Construction of a Detached dwelling and garage

Version of BCA applicable to permit: 2019

Stage of building work permitted: All

Total floor area of new building work: 293m²

Cost of building work: \$464,390

Building Classification

BCA Class	Nature of work	Part
1a(a)	New Building	Dwelling
10a	New Building	Garage

T 8746 9249 E info@tekcongroup.com.au

M PO Box 2391 Sunbury Vic 3429 ABN 37 788 318 031

www.tekcongroup.com.au

Protection work: Protection work is not required in relation to the building work proposed in this permit.

Occupation or Use of building:

An Occupancy Permit is required prior to the occupation or use of this building.

If an occupancy permit is required, the permit is required for the whole of the building in relation to which the building work is carried out.

Commencement and completion:

This building work must commence by: **27/04/2023**

If the building work to which this building permit applies is not commenced by this date, this building permit will lapse unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

This building work must be completed by: **27/04/2024**

If the building work to which this building permit applies is not completed by this date this building permit will lapse, unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

Inspection requirements

The mandatory notification stages are:

1. Bored piers
2. Preslab - Base
3. Prior to pouring any in situ concrete - Reinforcement
4. Frame
5. Final

Conditions of Approval:

This permit is subject to the following conditions:

- Prior to booking a **frame inspection**, the builder must provide a copy of the truss manufacturer specifications, computations and layout plan for the roof and walls to the relevant building surveyor for approval.

Relevant Building Surveyor

Name: Phat Lam Building Practitioner registration no.: BS - U 16991

Council name: Mitchell Shire Council

Permit no: 7618540929665

Signature:



Date of Issue of Permit: 27/04/2022

NOTES

1. Under regulation 42 an owner of a building or land, for which a building permit has been issued, must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units.
2. Under regulation 43 a building practitioner registered under Part 11 of the Act who is, or is to be, specified as the builder in the building permit, must notify the owner of a building or land to which the building permit relates and the relevant building surveyor within 14 day after any change in the name or address of the building practitioner specified in this permit. The penalty for non-compliance is 10 penalty units.
3. Under regulation 41 the person in charge of the carrying out of building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans, specifications and documents are available for inspection at the allotment while the building work is in progress. They must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor and the number and date of issue of this permit are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies. The penalty for non-compliance is 10 penalty units.
3. Include building practitioners with continuing involvement in the building work.
4. Include only building practitioners with no further involvement in the building work.
5. Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than \$16 000) must be covered by an insurance policy as required under section 135 of the **Building Act 1993**.
6. Prior to the frame inspection the builder/owner must submit three copies of the manufacture's truss computations and layout to the Relevant Building Surveyor for approval.
7. It is the responsibility of the property owner to ensure that they conform with any restrictive covenants and/or agreement (section 173 Planning and Environment Act 1987).
9. Councils have local laws requiring permits and payments for Asset Protection program which is designed to ensure that council's assets such as footpaths, kerb and drains and environment are protected from damage as a result of building and construction activities. The owner/builder is responsible to comply with any applicable Council Local Laws which may affect the development. Contact your local council for more information.

10. In accordance with section 25A of the Building Act 1993 a notice to building surveyor of changes.

(1) If a building permit has been issued in respect of building work to be carried out by a building practitioner or an insured architect and subsequently the engagement of the building practitioner or architect ends, that building practitioner or architect and the owner of the building or land in respect of which the permit is issued must, within 14 days after that engagement ends, each give the relevant building surveyor written notice of the ending of that engagement.

Penalty: 50 penalty units.

(2) If a building permit has been issued in respect of building work and subsequently a building practitioner or insured architect is engaged to carry out the building work, the owner of the building or land in respect of which the permit is issued must, within 14 days after that engagement, give the relevant building surveyor written notice of the engagement including details of—

(a) the building practitioner's registration under this Act; or

(b) the architect's registration under the Architects Act 1991.

Penalty: 50 penalty units.

(3) A builder who is engaged to carry out domestic building work after a building permit is issued in respect of the building work must, within 14 days after that engagement, give the relevant building surveyor written notice of the engagement including details of the required insurance by which the builder is covered.

Penalty: 50 penalty units.

FORM 16**BUILDING ACT 1993**

Building Regulations 2018

Regulation 192

OCCUPANCY PERMIT**Property Details:** Lot: 114 28 Candlebark Close KILMORE VIC 3764

Lot/s:	114	LP/PS:	PS531432H	Volume:	12019	Folio:	857
Crown Allotment:		Section:		Parish:		County:	

Municipal District: Mitchell Shire Council**Building permit details:**Building permit number: **7618540929665**Version of BCA applicable to building permit: **2019**

Building to which permit applies	Permitted Use	BCA Class of Building
Dwelling	Dwelling	1a(a)
Garage	Garage	10a
Maximum permissible floor live load 1.5 Kpa		

Suitability for Occupation

The building to which this permit applies is suitable for occupation.

Relevant Building Surveyor

Name: Phat Lam Building Practitioner registration no.: BS - U 16991

Signature:**Date of Issue:** 29 March 2023**Municipal district/council name:** Mitchell Shire Council**Occupancy Permit No.:** 7618540929665**Date of Final Inspection:** 16/03/2023

MITCHELL SHIRE COUNCIL

113 High Street, Broadford VIC 3658
 T (03) 5734 6200
 F (03) 5734 6222

E [Mitchell@mitchellshire.vic.gov.au](mailto: Mitchell@mitchellshire.vic.gov.au)
www.mitchellshire.vic.gov.au
 ABN 27 352 539 142

Valuations, Rates and Charges

1 July 2024 to 30 June 2025



R L Grech
 28 Candlebark Close
 KILMORE VIC 3764



024
 1003958
 R1_8669

Issue Date
 26 July 2024

Property Number
 124035

Valuation
 \$0.00

Instalment 1
 Due 30/09/2024
 \$672.90

Instalment 2
 Due 30/11/2024
 \$672.00

Instalment 3
 Due 28/02/2025
 \$672.00

Instalment 4
 Due 31/05/2025
 \$672.00

Property 28 Candlebark Close, KILMORE VIC 3764 Lot 114 PS 531432 Vol 12019 Fol 857			
Site Value	\$315,000	Market Level Date	01/01/2024
Net Annual Value	\$37,450	Valuation Effective Date	01/07/2024
Capital Improved Value (CIV)	\$749,000		
COUNCIL: Rates and Charges 2024/2025			
Standard Garbage Charge	1 x \$544.00	\$544.00	
Gen Rate - General Land	\$749,000 x 0.00233444	\$1,748.40	
Municipal Charge	1 x \$199.35	\$199.35	
Total Council Rates and Charges 2024/2025		\$2,491.75	
STATE GOVERNMENT: Fire Services Property Levy 2024/2025			
AVPCC: 110 - Detached Dwelling			
Fire Service Levy Residential Fixed	1 x \$132	\$132.00	
Fire Service Levy Residential Variable	\$749,000 x 0.000087	\$65.15	
Total State Government Fire Services Property Levy 2024/2025		\$197.15	

Payments received after 22/07/2024 have not been deducted from the amount due on this notice.

Avoid late payment interest of 10% pa by paying your rates on time. Payment plans are available.

Total Amount Payable \$2,688.90

For more payment options please turn over. If you are having difficulties paying please contact Council.

BPAY Biller Code: 93807
 Ref: 1240357

BPAYVIEW View and pay this bill using internet banking
 BPayView Registration No.: 1240357

BPOINT Biller Code: 93807
 Ref#: 1240357
 INTERNET Go to www.bpoint.com.au
 PHONE: Phone 1300 BPOINT

Post Billpay Billpay Code: 9190
 Ref: 1240 3574

To pay this bill - visit any Post Office, phone 13 13 16, or go to postbillpay.com.au.



Receive your rates notice via email
 Register now at mitchellshire.council.vic.gov.au/notice
 with a Notices reference number
9C7448A8DB

Resource Recovery Centre Vouchers 2024/25 see back.



Regional Administration Centre
104-110 Fryers Street
SHEPPARTON VIC 3630

Office Hours: 8.30am to 4.30pm
A.B.N. 84 578 076 056

Web: www.gwater.vic.gov.au
Email: mail@gwater.vic.gov.au

Account Enquiries
1300 360 007
mail@gwater.vic.gov.au

Service Difficulties
1800 454 500 (24 Hours, 7 Days)

Water Account Tax Invoice

Account Number

Service Address 28 Candlebark Cl, Kilmore VIC 3764

R

40-3275-0000-01-5

Issued: 14-Feb-2025

Next Scheduled Reading: June 2025



024

R L Grech
28 Candlebark Cl
KILMORE VIC 3764

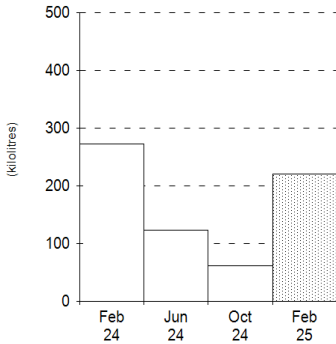
Amount Due

\$511.80

Pay By

14 Mar 2025

Your usage in kilolitres



Opening Balance

Payment received on 6 Nov 2024

\$295.20

\$295.20 CR

Balance

\$0.00

Current Charges

Water Consumption

\$281.80

Water Service Fee

\$63.95

Sewerage Service Fee

\$166.09

Less Rounding

\$0.04 CR

Total

\$511.80

Total Amount Due

\$511.80

Total includes GST of

\$0.00

Av. Daily Use

Last year	Current period
1.845 kL/day	1.754 kL/day

Av. Daily Cost

Current period
\$4.06/day

COPY

28 Candlebark Cl, Kilmore VIC 3764



If eligible and your concession has not been deducted
Call our Customer Service Staff on **1300 360 007**



*354 4032750000015

Account Number

40-3275-0000-01-5

Amount Due

\$511.80

Please insert
amount being paid

**Please refer over for further details
and Payment Options**

Concession has not been applied (refer over for concession eligibility.)

Goulburn Valley Water Account - Details

WATER CONSUMPTION

Service Number	Meter Number	Previous Date	Previous Reading	Current Date	Current Reading	Consumption (Kilolitres)	Amount
MS99921	22W003809	01/10/24	534	04/02/25	755	221.000 @ \$1.2751/kL	\$281.80

WATER SERVICE FEE

Service No.	Size	Date From	Date To	Days	Rate	Amount
MS99921	20mm	01/10/24	03/02/25	126	@ \$0.5075 per day	\$63.95

SEWERAGE SERVICE FEE

Service No.	Date From	Date To	Days	Rate	Amount
MS99921	01/10/24	03/02/25	126	@ \$1.3182 per day	\$166.09

Interest

No interest is being charged on overdue accounts.

Concessions

You may be eligible for a concession on this account. Call **1300 360 007** for verification and registration of your concession card. The concession only applies to your principal place of residence.

Access to Water Meters

Our meter readers must have easy access to your water meter and not be hindered by shrubs, trees, locked gates or dogs. An estimated Water Account will be issued where access is not available.

Payment Assistance

You may be eligible for a payment extension, instalment plan or other assistance. Call **1300 360 007** to discuss your options. Our website has more information on our Customer Support Policy.

Customer Self Reads

You may receive an account based on an estimated meter reading. You can contact us to provide a customer self read. You may then request an adjusted bill.

Residential Tenants

Tenants living in separately metered properties who have a residential tenancy agreement are liable for water consumption charges. Tenants should notify us on **1300 360 007**, at least 48 hours before moving in or moving out of a property so that a meter reading can be undertaken.

Need an interpreter?
call **131 450**



Payment Options



Billpay Code: 0354
Ref: 4032 7500 0001 5

Post Billpay is the Australia Post bill payment service:

- By phone (**Credit**), 24hours, 7 days, call **13 18 16**
- Online at auspost.com.au/postbillpay



Use Centrepay to arrange regular deductions from your Centrelink payment. Call our Customer Service Staff on **1300 360 007** to apply.



In Person: Please present this account intact to **Australia Post**, or at the Authority Office, Shepparton.



By Mail: Send this payment slip and your cheque made payable to "Goulburn Valley Water"

**PO Box 185,
SHEPPARTON VIC 3632**

Please do not send cash in the mail.



Direct Debit

To arrange automatic payment of future accounts, in full or periodically (Excluding Credit Cards), call **1300 360 007**.



Billers Code: 39420
Reference No: 4032 7500 0001 5

BPAY® this payment via Internet or phone banking.
BPAY View® – View and pay this bill using internet banking.
BPAY View Registration No.: Refer Reference No: above

Property Clearance Certificate

Land Tax



EASY LINK CONVEYANCING, CARE OF LANDCHECKER

Your Reference: LD:76201597-011-1.HN -25/36

Certificate No: 87267164

Issue Date: 18 MAR 2025

Enquiries: ESYSPROD

Land Address: 28 CANDLEBARK KILMORE VIC 3764

Land Id	Lot	Plan	Volume	Folio	Tax Payable
45527358	114	531432	12019	857	\$0.00

Vendor: RHONDA LEA GRECH

Purchaser: TBA TBA

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MRS RHONDA LEA GRECH	2025	\$315,000	\$0.00	\$0.00

Comments: Property is exempt: LTX Principal Place of Residence.

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): \$749,000

SITE VALUE (SV): \$315,000

**CURRENT LAND TAX AND
VACANT RESIDENTIAL LAND TAX
CHARGE:** \$0.00

Notes to Certificate - Land Tax

Certificate No: 87267164

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 = \$1,395.00

Taxable Value = \$315,000

Calculated as \$1,350 plus (\$315,000 - \$300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$7,490.00

Taxable Value = \$749,000

Calculated as \$749,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Biller Code: 5249
Ref: 87267164

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: 87267164

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



EASY LINK CONVEYANCING, CARE OF LANDCHECKER

Your Reference: LD:76201597-011-1.HN -25/36025

Certificate No: 87267164

Issue Date: 18 MAR 2025

Enquires: ESYSPROD

Land Address: 28 CANDLEBARK KILMORE VIC 3764

Land Id	Lot	Plan	Volume	Folio	Tax Payable
45527358	114	531432	12019	857	\$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
110	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: \$749,000

SITE VALUE: \$315,000

CURRENT CIPT CHARGE: \$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 87267164

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



EASY LINK CONVEYANCING, CARE OF LANDCHECKER

Your LD:76201597-011-1.HN -25

Reference: /36025

Certificate No: 87267164

Issue Date: 18 MAR 2025

Land Address: 28 CANDLEBARK KILMORE VIC 3764

Lot	Plan	Volume	Folio
114	531432	12019	857

Vendor: RHONDA LEA GRECH

Purchaser: TBA TBA

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.

A handwritten signature in black ink, appearing to read 'Paul Broderick'.

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:

\$0.00

Notes to Certificate - Windfall Gains Tax

Certificate No: 87267164

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: 87267167

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: 87267167

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.

Due Diligence Checklist



What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

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

SECTION 27 STATEMENT

VENDORS DEPOSIT STATEMENT TO THE PURCHASER PURSUANT TO SECTION 27 OF THE SALE OF LAND ACT, 1962.

VENDOR: RHONDA LEA GRECH

PROPERTY: 28 CANDLEBARK CLOSE KILMORE

1. The Property is not subject to a Mortgage as defined by the Sale of Land Act, 1962 ("the Act").
2. There is no Caveat lodged against the title to the Property under the Transfer of Land Act, 1958.

DATE OF VENDOR'S STATEMENT/...../20

SIGNATURE OF VENDOR(S)

RELEASE OF THE DEPOSIT BY THE PURCHASER(S)

1. The Purchaser HEREBY ACKNOWLEDGES that:
 - A. The particulars provided by the Vendors in this Statement are accurate.
 - B. The Contract is not subject to any condition enduring for the benefit of the Purchaser.
2. The Purchaser FURTHER ACKNOWLEDGES that he has received satisfactory answers to Requisitions on Title or is otherwise deemed to have accepted title.

DATE OF PURCHASER'S RELEASE/...../20

SIGNATURE OF PURCHASER(S)

.....

ACKNOWLEDGMENT OF RECEIPT OF INFORMATION

The Purchaser hereby acknowledges receipt of a copy of this Statement.

DATE OF RECEIPT/.....20

Signature(s) of the Purchaser