

CONTRACT OF SALE OF REAL ESTATE*

Part 1 of the form of contract published by the Law Institute of Victoria Limited and The Real Estate Institute of Victoria Ltd

Vendor: PETER JOHN CHALLENGER & MARNIE ROSE CHALLENGER
Property address: 25 GLASS CRESCENT, DOREEN VIC 3754

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; and
- Vendor's Statement required by Section 32(1) of the **Sale of Land Act 1962**, as attached

and 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 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 / /2025

Print name(s) of person(s) signing

State nature of authority if applicable

***Please Note - It is the Purchasers' responsibility to ensure the Contract correctly states the proportions in which they are buying as at the date of sale. Please refer to Special Condition 3 of the Contract of Sale.**

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

SIGNED BY THE VENDOR

..... On / /2025

Print name(s) of person(s) signing

PETER JOHN CHALLENGER & MARNIE ROSE CHALLENGER

State nature of authority if applicable

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

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period (Section 31 of the **Sale of Land Act 1962**)

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

*This contract is approved by the Law Institute of Victoria Limited, a professional association within the meaning of the **Legal Professional Act 2004**, under section 53A of the **Estate Agents Act 1980**.

IMPORTANT NOTICE TO PURCHASERS OF "OFF THE PLAN" PROPERTIES

- (a) the purchaser may negotiate with the vendor about the amount of the deposit moneys payable under the contract, up to 10 per cent of the purchase price;
 - (c) the value of the lot may change between the day on which the purchaser signs the contract for the sale of that lot and the day on which the purchaser becomes the registered proprietor.
 - (b) a substantial period of time may elapse between the day on which the purchaser signs the contract of sale and the day on which the purchaser becomes the registered proprietor of the lot; and
- (This information is provided to the purchaser under section 9AA(1A) of the Sale of Land Act 1962)

**PARTICULARS OF SALE
VENDOR'S ESTATE AGENT**

Name: Stone Real Estate
 Address: Unit 1/75 Church Street, Whittlesea Vic 3757
 Email: _____
 Tel: 9716 2000 Mob: _____ Fax: _____ Ref: _____

VENDOR

Name: PETER JOHN CHALLENGER & MARNIE ROSE CHALLENGER
 Address: _____
 ABN/ACN: _____
 Email: _____

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Name: Rock Conveyancing Services
 Address: 19 Waterway Boulevard, Doreen VIC 3754
 Email: katie.rock.conveyancing@gmail.com
 Tel: 0418 995 249 Mob: _____ Fax: _____ Ref: CHALLENGER SALE

PURCHASER

Name: _____
 Address: _____
 ABN/ACN: _____
 Email: _____

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Name: _____
 Address: _____
 Email: _____
 Tel: _____ Mob: _____ Fax: _____ Ref: _____

LAND (general condition 7)

The land together with any improvements known as:-

described in the table below-

| | | |
|--------------------------------|-----------|-----------|
| Certificate of Title reference | Being lot | On plan |
| Volume 10854 Folio 067 | 56 | PS520107G |
| Volume _____ Folio _____ | | |

OR

described in the copy title(s) and plan(s) as attached to the Vendor's Statement if no title or plan references are recorded in the table above or if the land is general law land.

The land includes all improvements and fixtures.

PROPERTY ADDRESS

The address of the land is: **25 GLASS CRESCENT, DOREEN VIC 3754**

GOODS SOLD WITH THE LAND (list or attach schedule)

All fixed floor coverings, fixed light fittings and fixed window furnishings (insert/delete as required)

PAYMENT

| | | | | |
|----------------|----|--|----|-----------------------------|
| Price | \$ | | | |
| Deposit | \$ | | By | (of which \$ has been paid) |
| Balance | \$ | | | payable at settlement |

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 (Special Condition 22 & General Condition 17)

is due on

Agents:- Settlement shall not be scheduled between 16th April – 23rd April 2025 as this office will be closed. Please DO NOT choose a settlement date between these periods

LEASE

At settlement the purchaser is entitled to vacant possession of the property unless the words **'subject to lease'** appear in this box

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

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)

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 if this box is ticked)

Pest Report (General Condition 22 applies if this box is ticked)

SPECIAL CONDITIONS

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

Special conditions

Note: It is recommended that when adding special conditions:

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

If the contract is subject to 'special conditions' then particulars of the Special Conditions are:

SPECIAL CONDITIONS

1. Condition of the Property

The Purchaser acknowledges that he/she has inspected the property hereby sold. Save as may be otherwise hereinafter expressly provided to the contrary, the Purchaser agrees and acknowledges that he/she is purchasing the property in its present condition.

2. Identity of the Land

The Purchaser hereby admits that the land offered for sale is identical to the land described in the title particulars offered by the Vendor as the Title to such land. The Purchaser shall not claim any compensation or make any requisition for any discrepancies in actual area, measurements, boundaries or position of the land. The Purchaser shall not be entitled to call upon the Vendor to amend title or to bear all or contribute to the costs of any amendment of Title.

3. Purchaser buying in unequal shares

If there is more than one Purchaser, it is the Purchasers' responsibility to ensure that the Contract correctly records at the date of sale, the proportions in which they are buying the property "the proportions"

Name: _____ %

Name: _____ %

Name: _____ %

Name: _____ %

TOTAL: 100%

4. Electronic Conveyancing

EC

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

- 4.1. This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*.
- 4.2. A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- 4.3. Each party must:
 - (a) Be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*
 - (b) Ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*
 - (c) Conduct the transaction in accordance with the *Electronic Conveyancing National Law*.
- 4.4. The vendor must open the Electronic Workspace (“workspace”) as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 4.5. The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 4.6. Settlement occurs when the workspace records that:
 - (a) The exchange of funds or value between financial institutions in accordance with the instruction of the parties has occurred: or
 - (b) If there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 4.7. 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.
- 4.8. Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 4.9. The vendor must before settlement:
 - (a) deliver any keys, security devices and codes (“keys”) to the estate agent names in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchasers’ nominee on notification of settlement by the vendor, the vendor’s subscriber or the Electronic Network Operator,

- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendors address set out in the contract, and
 - (d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchasers' nominee on notification of settlement by the Electronic Network Operator.
- 4.10. The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

5. GST WITHHOLDING

- 5.1. Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this special condition unless the context requires otherwise. Words and expressions first used in this special condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 5.2. This special condition 5 applies if the purchaser is required to pay the Commissioner an **amount* in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is **new residential premises* or **potential residential land* in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this special condition 5.1 is to be taken as relieving the vendor from compliance with section 14-255.
- 5.3. The amount is to be deducted from the vendor's entitlement to the contract **consideration* and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 5.4. The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this special condition; and
 - (b) ensure that the representative does so.
- 5.5. The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and

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

despite:

- (i) any contrary instructions, other than from both the purchaser and the vendor; and
- (ii) any other provision in this contract to the contrary.

5.6. The representative is taken to have complied with the requirements of special condition 5.5 if:

- (a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

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

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic settlement system described in special condition 5.6.

However, if the purchaser gives the bank cheque in accordance with this special condition 5.7, the vendor must:

- (a) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (b) 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.

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

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

- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,

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

5.10. The vendor warrants that:

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

payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and

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

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

- (a) the penalties or interest arise from the vendor's failure, including breach of a warranty in special condition 5.10 ; or
- (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

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

5.12. This special condition will not merge on settlement.

6. Property Restrictions

The property is sold subject to any restrictions as to use under any act, order, plan, scheme, regulation, by-law or condition in any legislation or made by any authority empowered to form legislation to control land use. No such restriction shall constitute a defect in the Vendor's title or affect the validity of this Contract. The Purchaser shall not make any such requisition or objection nor claim any compensation from the Vendor in respect of compliance or non-compliance thereof.

7. Contract as Sole Agreement

7.1. It is agreed by both the Vendor and Purchaser that this Contract sets out all the terms and conditions for this sale and that there is no promise, condition, representation or warranty which is not set out or expressly referred to herein being relied upon by either Party.

7.2. The Purchaser acknowledges and declares that the property has been purchased as a result of the Purchaser's own enquiries. The Purchaser does not rely on any representation made by the Vendor or its servants, agents and employees.

8. Purchaser's Acknowledgement

The Purchaser hereby acknowledges that prior to signing this Contract or any other agreement or document in relation to the purchase of the said land it received from the Vendor or his Agent, a Statement in respect of the property prepared by the Vendor pursuant to and in accordance with Section 32 of the Sale of Land Act 1962 and a copy of this Contract together with the Due Diligence checklist for Purchasers.

9. Joint and Several

If there shall be more than one Purchaser, this Contract will bind them and be enforceable against each person jointly and severally.

10. Deposit

- 10.1. The deposit shall be paid to the Vendor's agent and remitted to the Vendor's solicitors to be held on trust for the Purchaser until settlement is effected. All other moneys shall be paid by such bank cheques drawn in favour of such payees as may be directed by the Solicitors for the Vendor.
- 10.2. Should this Contract of Sale be avoided through no fault of the Purchaser then interest in such account shall accrue for the benefit of and be paid to the Purchaser, but otherwise such interest shall accrue for the benefit of and be paid to the Vendor.
- 10.3. In either event financial institutions duty and bank accounts debit tax may be deducted from interest paid and if a Tax File Number has not been advised by the party to whom the interest is to be paid the amount required to be withheld pursuant to the provisions of the Income Tax Assessment Act may be so withheld and paid in accordance with the provisions of that Act.

11. Guarantee

If the Purchaser is or includes a corporation, all of its directors must jointly and severally guarantee the due and punctual observance and performance of the Purchaser's obligations under this Contract. A Principal of the persons who signs the Contract shall, prior to the signing, disclose the full names and addresses of the directors and shall be deemed to have authority to sign the Contract. The Purchaser must procure the Guarantors to execute and deliver to the Vendor a joint and several guarantee of the obligations of the Purchaser under this Contract in the form of the Guarantee annexed to this Contract.

12. Vendor's Warranties

- 12.1. The warranties in this Special Condition, replaces the Purchasers right to make any requisitions and inquiries and the Purchaser is not entitled to deliver any other requisitions or enquiries.
- 12.2. The Vendor warrants that the Vendor –
 - (a) has, or by the due date for settlement will have the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is current over the land and which give another party rights which has 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.
- 12.3. The Vendor further warrants that the Vendor has no knowledge of any of the following
 - (a) public rights of way over the land;
 - (b) lease or other possessory agreement affecting the land;

- (c) notice or order affecting the land which will not be dealt with at settlement, other than the usual rates notices and any land tax notices;
- (d) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

13. Penalty Interest

General Condition 33 shall be deleted and replaced as follows:-

The penalty interest payable on late settlements are calculated at the rate of 4% per annum plus the rate from the time before fixed by section 2 of the Penalty Interest Rates Act 1983 is payable on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

14. Goods & Services Tax ("GST")

- 14.1. This Contract is inclusive of GST (as defined in A New Tax System Goods and Services Tax Act 1999). The Purchaser is not required to pay or reimburse the Vendor any monies in respect of any GST payments.
- 14.2. The Vendor and the Purchaser agree that to the extent that if this Contract provides for a supply of real property, the Vendor will apply the Margin Scheme in relation to that supply of real property in determining the amount of GST payable by the Vendor on the sale of the Property.
- 14.3. The Vendor will at its absolute discretion determine the GST payable in respect of the Vendor's margin on the supply of the real property being supplied under this Contract of Sale (excluding any chattels or other things being supplied under this Contract of Sale).

15. Adjustments

- 15.1. All rates, taxes (excluding land tax and windfall gains tax), assessments and outgoings (collectively referred to as "outgoings") in respect of the Property shall be apportioned between the Vendor and Purchaser as from the date of settlement.
- 15.2. The Purchasers representatives shall provide all relevant certificates (updated if verbal confirmation cannot be obtained from the authorities) to this office for the calculation of the rates adjustments and outstanding amounts for settlement.

16. Service of Notices

Either party may, submit any notice or demand under or pursuant to this Contract of Sale by facsimile transmission to the facsimile number of the solicitor of the other party. Service shall be deemed to have occurred at the time recorded on a transmission report of the machine from which the facsimile was sent indicating that the facsimile was sent in its entirety to the facsimile number of the recipient.

17. No Waiver

The Purchaser's liability and obligation to pay the Price, interest and other moneys payable under this Contract of Sale and otherwise to pay, perform and observe the terms and conditions of this Contract of Sale shall not, nor shall the right of the Vendor to require and to enforce each and every such liability and obligation be or be deemed to be waived, diminished, varied, prejudiced or

otherwise affected by any time or indulgence or forbearance allowed or granted or extended by the Vendor to the Purchaser or by any acceptance by the Vendor of moneys tendered by the Purchaser otherwise than in accordance with the Contract of Sale. Time shall be and remain of the essence of this Contract of Sale notwithstanding any act or omission on the part of the Vendor.

18. Non Merger

Any provision of this Contract, which is capable of taking effect after completion of this Contract, shall not merge on completion and shall continue in full force and effect.

19. Severability

In the event of any part of this Contract being or becoming void or unenforceable or being illegal, then that part shall be severed from this Contract to the intent that all parts that shall not be or become void or unenforceable or illegal shall remain in full force and effect and be unaffected by such severance.

20. Breach

General Condition 32 shall be replaced as follows:-

The Vendor gives notice to the Purchaser, that in the event that the Purchaser fails to complete settlement on the settlement date referred to in the particulars of sale, or such further date as may be agreed in writing between the parties, the Vendor may incur the following further additional expenses and losses from the settlement date until actual settlement occurs, which amounts shall be paid by the Purchaser, in addition to the interest chargeable on the balance of the purchase money pursuant to General Condition 32 herein:

- 20.1. Interest payable by the Vendor under any existing mortgage over the property sold from the due date;
- 20.2. Accommodation and additional storage and removal expenses necessarily incurred by the Vendor;
- 20.3. Costs and expenses as between the Vendors conveyancer and the vendor;
- 20.4. Penalties, interest or charges payable by the Vendor to any third party as a result of any delay in the completion of the Vendors purchase, whether they are in relation to the purchase of another property, business or any other transaction dependent on the funds from the sale of the property;

21. Costs for rescheduled Settlement

The Purchaser shall pay the Vendors rep \$220.00 (incl GST) on an indemnity basis for the costs incurred each time settlement is rescheduled at the request of the Purchaser or its representation or Mortgagee, adjustable at settlement.

22. Christmas & New Year Period

- 22.1. If a settlement date is chosen during the Christmas/New Year Period between 20 December – 14 January (the closure period) in any calendar year in which settlement is agreed to occur, then all parties agree that settlement will be set on 15 January of the following calendar year;

- 22.2. The Purchaser shall not be entitled to issue a Default and/or Recission Notice during this period or make any objection, requisition, or claim for compensation arising from or in connection with the failure to complete settlement under this special condition;
- 22.3. Should any settlement be delayed or extended as a result of the Purchasers inability to settle by Friday 19 December 2025, settlement will be delayed until 15 January 2026. For avoidance of doubt, the Vendor reserves their right to serve a Default Notice and/or Recission Notice on the Purchaser at any time after the Purchaser is deemed to be in default under the Contract. The Purchaser shall also be responsible for the Vendors losses including but not limited to the payment of the following which is to be paid at settlement:-

22.3.1. Vendors legal fees pursuant to Special Condition 20;

22.3.2. Penalty interest pursuant to Special Condition 13.

Law Institute of Victoria Property Law Dispute Resolution Committee Guidelines:-

1. The Committee has been established to decide disputes relating to property law matters. Where one party does not have a solicitor representing them, the dispute cannot be heard until that party instructs a solicitor.
2. An agreed Statement of Facts must be signed by all parties and referring solicitors and must include:
 - 2.1 A clear and concise statement of all the relevant agreed facts upon which the dispute is based. The Committee is unable to make any decision unless the facts are agreed between the parties.
 - 2.2 A copy of all relevant documents.
 - 2.3 The issues, based on the agreed facts, to be decided by the Committee.
 - 2.4 Applications for disputes to be decided by the Committee shall include an agreement by the Referring Solicitors and the parties to be bound by the Committee's decision on any question of law or practice.
3. Applications in the appropriate form must be lodged with the Secretary of the Property Law Dispute Resolution Committee C/- the Law Institute of Victoria. The form is set out on page C 30 of the Conveyancing Diary or may be obtained from the Property Law Section of the Institute.
4. An administration fee of \$50.00 for each referring solicitor must be paid to the Institute when the application is lodged.
5. The Committee's decision will be based upon the material contained in the Statement of Facts only in making its decision the Committee shall act as an expert panel and not as an arbitrator.
6. The Committee reserves the right-
 - a. to call for further and better particulars in order to make a decision.
 - b. to refuse to decide any dispute, in which case any fees will be refunded in full.
7. The Committee's written decision will be sent to the referring solicitors within seven days of the dispute being decided.

**To: The Vendor Named
in the Contract**

GUARANTEE & INDEMNITY

1. The "Guarantor", "Vendor" and "Purchaser" and the "Contract" are set out in the schedule.
2. In consideration of the Vendor at the request of the Guarantor entering into the Contract the Guarantor;
 - 2.1 agrees to be jointly and severally liable with the Purchaser to the Vendor for the performance of all the obligations of the Purchaser.
 - 2.2 guarantees the Vendor the payment of all money payable by the Purchaser and the performance of the Purchaser's obligations.
3.
 - 3.1 If for any reason all or any part of the Contract is unenforceable by the Vendor against the Purchaser the Guarantor will indemnify the Vendor against all loss including all money that would have been payable by or recoverable from the Purchaser if the Contract had been enforceable against the Purchaser.
 - 3.2 This Guarantee and indemnity is and will be unconditional and a continuing guarantee and indemnity and is not affected nor released by any waiver, neglect or forbearance by the Vendor in enforcing any of its rights under the Contract of Sale.

SCHEDULE

Guarantor:

Vendor:

Purchaser:

Contract: The Contract executed between the Vendor and the Purchaser as attached hereto.

EXECUTED AS A DEED on the day of 20

SIGNED SEALED AND DELIVERED by)
The Guarantor in the presence of:)

.....
Witness Signature

.....
Witness Name

SIGNED SEALED AND DELIVERED by)
The Guarantor in the presence of:)

.....
Witness signature

.....
Witness Name

NOTICE TO PURCHASER

Property: 25 GLASS CRES, DOREEN

**Vendor: PETER JOHN CHALLENGER & MARNIE ROSE
CHALLENGER**

ABN: *(insert if applicable)*

~~1. The above property is a new residential premises or potential residential premises.~~

~~Amount of GST that the Purchaser will be required to pay to the Australian Taxation Office: \$.....~~

~~The payment will be required to be paid on: *(insert settlement date)*~~

~~OR~~

2. The above property is either an existing residential premises or commercial residential premises and therefore the purchaser is not required to withhold GST.

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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.

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

The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.

6.1 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.

6.2 The vendor warrants that the vendor:

- (a) has, or by the due date for settlement will have, the right to sell the land; and
- (b) is under no legal disability; and
- (c) is in possession of the land, either personally or through a tenant; and
- (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
- (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
- (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

6.3 The vendor further warrants that the vendor has no knowledge of any of the following:

- (a) public rights of way over the land;
- (b) easements over the land;
- (c) lease or other possessory agreement affecting the land;
- (d) notice or order 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.

6.4 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.

6.5 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:

- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
- (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
- (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.

6.6 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 7.4(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 1.14 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

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

Money

14 DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act* 1962 have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act* 1962 to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the [Banking Act 1959](#) (Cth) is in force.

15 DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be

satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

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

16 BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17 SETTLEMENT

- 17.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the

land; and

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

17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18 ELECTRONIC SETTLEMENT

18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.

18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.

18.3 Each party must:

- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
- (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
- (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:

- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
- (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

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

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

18.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;

- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

19 GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 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

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

22 PEST REPORT

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

23 ADJUSTMENTS

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

24 FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must

pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

24.5 The purchaser must:

- (a) engage a legal practitioner or conveyancer (“representative”) to conduct all the legal aspects of settlement, including the performance of the purchaser’s obligations under the legislation and this general condition; and
- (b) ensure that the representative does so.

24.6 The terms of the representative’s engagement are taken to include instructions to have regard to the vendor’s interests and instructions that the representative must:

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
- (b) promptly provide the vendor with proof of payment; and
- (c) otherwise comply, or ensure compliance, with this general condition;

despite:

- (d) any contrary instructions, other than from both the purchaser and the vendor; and
- (e) any other provision in this contract to the contrary.

24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:

- (a) the settlement is conducted through an electronic lodgement network; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.

24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser’s obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25 GST WITHHOLDING

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

25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.

25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.

25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.

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

25.6 The purchaser must:

- (a) engage a legal practitioner or conveyancer (“representative”) to conduct all the legal aspects of

settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and

(b) ensure that the representative does so.

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

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
- (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
- (c) otherwise comply, or ensure compliance, with this general condition;

despite:

- (d) any contrary instructions, other than from both the purchaser and the vendor; and
- (e) any other provision in this contract to the contrary.

25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:

- (a) settlement is conducted through an electronic lodgement network; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

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

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic lodgement network.

However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:

- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

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

- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,

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

25.11 The vendor warrants that:

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

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

- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
- (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

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

Transactional

26 TIME & CO OPERATION

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

27 SERVICE

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

28 NOTICES

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

29 INSPECTION

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

30 TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
 - (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess

of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

30.2 While any money remains owing each of the following applies:

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

31 LOSS OR DAMAGE BEFORE SETTLEMENT

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

31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.

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

31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.

31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.

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

32 BREACH

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

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

Default

33 INTEREST

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

34 DEFAULT NOTICE

34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to

receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.

34.2 The default notice must:

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

35 DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

Vendors Statement to the Purchaser of Real Estate

PURSUANT TO SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

| | |
|----------------|---|
| Vendor: | PETER JOHN CHALLENGER & MARNIE ROSE CHALLENGER |
|----------------|---|

| | |
|------------------|---|
| Property: | 25 GLASS CRESCENT, DOREEN VIC 3754 |
|------------------|---|

IMPORTANT NOTICE TO PURCHASERS

1. The use to which you propose to put the property may be prohibited by planning or building controls applying to the locality or may require the consent or permit of the municipal council or other responsible authority. It is in your interest to undertake a proper investigation of permitted land use before you commit yourself to buy.
2. The property may be located in an area where commercial agricultural production activity may affect your enjoyment of the property. It is therefore in your interest to undertake an investigation of the possible amenity and other impacts from nearby properties and the agricultural practices and processes conducted there.
3. You should check with the appropriate authorities as to the availability and cost of providing any essential services not connected to the property.
4. You may be liable to pay a growth areas infrastructure contribution when you purchase this property. The instrument of transfer cannot be lodged for registration with the Registrar of Titles until the contribution is paid in full or an exemption from, or reduction of, the whole or part of the liability to pay the contribution is granted and any remainder of the contribution is paid or there has been a deferral of the whole or part of the liability to pay the contribution or an approval has been given for staged payment of the contribution. The transfer may also be exempted from a growth areas infrastructure contribution in certain situations. It is in your interest to obtain advice as to any potential liability before you commit yourself to buy.

DETAILS MUST BE ATTACHED WHERE NECESSARY, IF INSUFFICIENT SPACE IS AVAILABLE. DELETE AS APPROPRIATE WHEREVER ASTERISK (*) APPEARS.

1. FINANCIAL MATTERS

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

(a) Are contained in the attached certificate(s).

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

To

Other particulars (including dates and times of payments):

1.3 Terms Contract

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

Not Applicable

1.4 Sale subject to Mortgage

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

Not Applicable

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

| | |
|---|---|
| (a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows | 1.5 AVPC No. N/A |
| (b) Is the land tax reform scheme land within the meaning of the CIPT Act? | 1.6 <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |
| (c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows | 1.7 Date: 1.8 OR 1.9 <input checked="" type="checkbox"/> Not applicable |

2. INSURANCE

2.1 Damage and Destruction

This Section 2.1 only applies if this Vendor Statement is in respect of a Contract which does NOT provide for the land to remain at the risk of the Vendor until the Purchaser becomes entitled to possession or receipt of rents and profits.

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or other Similar Restrictions

- (a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered):-
- (b) Particulars of any existing failure to comply with that easement, covenant or similar restriction are:

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

However, please note that underground electricity cables, sewers or drains may be laid outside registered easements. The property is sold subject to all easements, covenants, leases, encumbrances, appurtenant easements and encumbrances and restrictions (if any) whether known to the Vendor or not. The Purchaser should make their own enquiries including whether any structures or buildings are constructed over any easements prior to signing the Contract of Sale, otherwise the Purchaser accepts the location of all buildings and shall not make any claims in relation thereto. If the property sold includes common property the Purchaser purchases the property subject to the Strata Titles Act 1967 and/or the Subdivision Act 1989 and the Owners Corporation Act 2006 (as amended) and the regulations made under each Act, the unit entitlement and the unit liability and all other matters or restrictions set out in any plan, scheme, regulation or by-law and the rules of any Owners Corporation.

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 Planning Scheme

Attached is a certificate with the required specific information.

The property is sold subject to any restriction as to the use under any order, plan, scheme, regulation or by-law contained in or made pursuant to the provisions of any legislation. No such restrictions shall constitute a defect in the vendors' title and the purchaser shall not make a requisition or objection, not be entitled to any compensation of the vendor thereof.

4. NOTICES

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

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

Not Applicable

4.2 **Agricultural Chemicals**

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

Not Applicable

4.3 **Compulsory Acquisition**

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

Not Applicable

5. BUILDING PERMITS

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

See attached certificates

The Purchaser acknowledges that he/she has purchased the property as a result of his/her own inspections and enquiries in relation to all the buildings and structures and accepts their condition as at the day of sale and that the said buildings and structures are deemed to comply with all

relevant statutes and local laws and that any failure to comply shall not constitute a defect in the vendors title and the purchaser shall not be entitled to make any requisition, objection or claim any compensation or require the vendor to take any action or perform any act.

6. OWNERS CORPORATION

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

| |
|----------------|
| Not applicable |
|----------------|

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)

| |
|----------------|
| Not Applicable |
|----------------|

8. SERVICES

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

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

WARNING TO PURCHASER

It is your (the Purchasers) sole responsibility to check with the appropriate authorities as to the availability of and **the cost** of connection or re-connection to the property of any services you require, in particular **whether sewerage is connected.** Unless you contact the supply authority and take over the existing service, a final reading will be obtained (where applicable) and the services may be disconnected on or before the settlement date. It is your responsibility to pay all costs of an incidental to the transfer, connection or re-connection to the land services you require. The Vendor makes no representations that any of the services are adequate for the purchasers proposed use and the purchaser should make their own enquiries.

9. TITLE

Attached are the copies of the following documents:

9.1 (a) **Registered Title**

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

This Section 10.2 only applies if the land is part of a staged subdivision within the meaning of Section 32 of the *Subdivision Act 1988*.

Not Applicable

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities, including any, support facilities; and
- (b) which has a net lettable area of at least 2000 square metres but does not include a

building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date).

12. SWIMMING POOLS & SMOKE ALARMS

In the event than an unfenced swimming pool, spa or other body of water is on the land herein described, that is required to be fenced or otherwise protected, the Purchaser will be required at their expense to comply with the provisions of the Building Act 1993 and the Building Regulations 2006 and in particular Part 7 and any other laws or regulations requiring the provision of barriers to restrict the access by young children to the body of water. Further, the Purchaser should note that all dwellings and units are required to be fitted with self contained smoke alarms in accordance with Buidings Regulations 2006 within 30 days after the completion of any Contract of Sale. The Purchaser acknowledges that any price negotiated is on the basis that the Purchaser will assume full responsibility for fencing or protecting any body of water and installing smoke alarms.

13. DUE DILIGENCE CHECKLIST

(The Sale of Land Act 1962 provides that the Vendor or the Vendors Licensed Estate Agent must make a prescribed Due Diligence Checklist available to Purchasers before offering land for sale that is vacant residential land or land on which there is a residence. The Due Diligence Checklist NOT required to be provided with or attached to, this Vendor Statement but the Checklist may be attached as a matter of convenience).

14. ATTACHMENTS

*(Any certificates, documents and other attachments may be annexed to this Section 13).
(Additional information may be added to this Section 13 where there is insufficient space in any of the earlier sections).
(Attached is an "additional Vendors Statement" if Section 1.3 (Terms Contract) or Section 1.4 (Sale subject to Mortgage applies).*

| |
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|--|

DATE OF THIS STATEMENT

11/03/2025

Name of the Vendor

PETER JOHN CHALLENGER

MARNIE ROSE CHALLENGER

Signature/s of the Vendor

Peter Challenger

Marnie Challenger

x

x

11/03/2025

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

DATE OF THIS ACKNOWLEDGMENT

/

/ 20

Name of the Purchaser

Signature/s of the Purchaser

x

x

IMPORTANT NOTICE - ADDITIONAL DISCLOSURE REQUIREMENTS

Undischarged mortgages

Where the property is to be sold subject to a mortgage (registered or unregistered) which is not to be discharged before the purchaser becomes entitled to possession or receipt of rents and profits, then the vendor must provide an additional statement including the particulars specified in Schedule 1 of the **Sale of Land Act 1962 (Vic)** (sub-section 32(2)(a)).

Terms contracts

Where the property is to be sold pursuant to a terms contract which obliges the purchaser to make two or more payments to the vendor after execution of the contract and before the vendor is entitled to a conveyance or transfer, then the vendor must provide an additional statement containing the information specified in Schedule 2 of the **Sale of Land Act 1962 (Vic)** (sub-section 32(2)(f)).

VENDOR UNDERTAKINGS ONLY TO VENDORS REPRESENTATIVES

I confirm that this statement and the representations and any warranties in lieu of requisitions included in the General Conditions of the Contract of Sale have been prepared solely in accordance with my instructions and from the information and documents provided or approved by me are true and correct. I undertake that I will exercise all possible diligence and provide full disclosure of all relevant information. I am aware that Katie Rock of Rock Conveyancing Services only has been employed to prepare this document, in accordance with my said instructions and the information and documents provided or approved by me. I certify that I am not aware of:- (a) any variation between the land occupied by me and the land described in the Certificate/s of Title. (b) any encumbrance not disclosed in this document. (c) any failure to obtain necessary planning, building or other permits. (d) the property being affected by any environmental issues, Landslip, flooding, fill, latent defects or historical significance issues. (e) any contingent or proposed liabilities affecting any Owners Corporation including any relating to undertaking of repairs of the property. (f) my occupation of any adjacent land which is not contained in land being sold. (g) any buildings erected over any easements (h) any rights over the land (i.e. roadway or walkway) other than those disclosed herein and (i) any proposal in relation to any other land which may affect the land being sold. By signing this Vendors' Statement, I acknowledge that I have read this statement, all the documents and that I will read the representations and warranties to be given by me in lieu of requisitions in the General Conditions contained in the Contract of Sale and I accept sole responsibility for the accuracy of all the information and documents and for providing or omitting all or any of the information, conditions, Titles or documents required or that later may be deemed to be required by Section 32 of the Sale of Land Act 1962, the Domestic Building Contracts and Tribunal Act 1995, the Owners Corporation Act 2006 and/or any other Act or regulation. I agree that this Statement and the documents herewith (including the search of the title) must be updated at the expiration of six (6) calendar months from the date of the search of title herewith and that I will not hold Katie Rock of Rock Conveyancing Services responsible if the Vendor's Statement is not so updated.

Further I accept that Katie Rock of Rock Conveyancing Services does not authorise the use of this Vendor's Statement by any real estate agent other than the one to whom it is first forwarded to by Rock Conveyancing Services and that I must instruct Rock Conveyancing Services to prepare a new Vendors' Statement if I change real estate agents.

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

- 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

(04/10/2016)

Do you know the exact boundary of the property?

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

Planning controls

Can you change how the property is used, or the buildings on it?

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

Have any buildings or retaining walls on the property been altered, or do you plan to alter them?

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

Does the property have working connections for water, sewerage, electricity, gas, telephone and internet?

Unconnected services may not be available, or may incur a fee to connect. You may also need to choose from a range of suppliers for these services. This may be particularly important in rural areas where some services are not available.

Buyers' rights

Do you know your rights when buying a property?

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

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

VOLUME 10854 FOLIO 067

Security no : 124117032358T
Produced 30/07/2024 01:02 PM

LAND DESCRIPTION

Lot 56 on Plan of Subdivision 520107G.
PARENT TITLES :
Volume 10777 Folio 116 to Volume 10777 Folio 127
Created by instrument PS520107G 27/01/2005

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
PETER JOHN CHALLENGER
MARNIE ROSE CHALLENGER both of 25 GLASS CRESCENT DOREEN VIC 3754
AN092782M 12/09/2016

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AN092783K 12/09/2016
COMMONWEALTH BANK OF AUSTRALIA

COVENANT PS520107G 27/01/2005

COVENANT AD457968C 22/02/2005

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

DIAGRAM LOCATION

SEE PS520107G 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: 25 GLASS CRESCENT DOREEN VIC 3754

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA
Effective from 23/10/2016

DOCUMENT END



Imaged Document Cover Sheet

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

| | |
|---|-------------------------|
| Document Type | Plan |
| Document Identification | PS520107G |
| Number of Pages (excluding this cover sheet) | 5 |
| Document Assembled | 30/07/2024 13:02 |

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

PLAN OF SUBDIVISION

Stage No.
—

LR use only

EDITION 1

Plan Number

PS 520107G

Location of Land

Parish: Morang
 Township: —
 Section: —
 Crown Allotment: —
 Crown Portion: 13 (Part) & 20 (Part)
 Title Reference: Vol. Fol.

Last Plan Reference: Lot A PS 520106J

Postal Address: Orchard Road
 (at time of subdivision) Doreen 3754

AMG Co-ordinates: E 335 000 Zone: 55
 (of approx centre of land in plan) N 5 834 900

Council Certificate and Endorsement

Council Name: Whittlesea City Council Ref: 605620

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 18 / 10 / 2004
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 of the Subdivision Act 1988 has ~~has not~~ been made.
- (ii) The requirement has been satisfied.
- (iii) ~~The requirement is to be satisfied in Stage~~

~~Council Delegate~~

~~Council Seal~~

Date — / — / 20 —

Re-certified under section 11(7) of the Subdivision Act 1988

Council Delegate

~~Council Seal~~

Date 17 / 1 / 20 05

Vesting of Roads and/or Reserves

| Identifier | Council/Body/Person |
|------------|-------------------------|
| Roads R-1 | Whittlesea City Council |

Notations

Staging This ~~is~~/is not a staged subdivision
 Planning Permit No 707907

Depth Limitation : Does not apply.
 Lots 1 to 44 (Both Inclusive) have been omitted from this plan.

Survey This plan is ~~is not~~ based on survey
 This survey has been connected to permanent marks nols) 40, 65, 66
 The land is in Proclaimed Survey Area 74

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-2 & E-4 | Sewerage | See Diag. | This Plan | Yarra Valley Water |
| E-3 & E-4 | Drainage | See Diag. | This Plan | Whittlesea City Council |

LR use only

Statement of Compliance/
 Exemption Statement

Received
 Date 20 / 1 / 20 05

LR use only

PLAN REGISTERED

TIME 16:03

DATE 27 / 1 / 20 05

Assistant Registrar of Titles

SHEET 1 OF 5 SHEETS



WATSONS PTY. LTD.

CIVIL ENGINEERS
 LICENSED SURVEYORS
 TOWN PLANNERS

5 MAIN ST, MORNINGTON PH (03) 5975 4644
 LEVEL 2, 470 ST KILDA RD, MELBOURNE PH (03) 9820 8144

LICENSED SURVEYOR (PRINT)

KAI HANSEN

SIGNATURE

DATE 9/10/2003

REF 34312/Stg 1B

VERSION 11

DATE 17 / 1 / 20 05

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

PLAN OF SUBDIVISION

Stage No

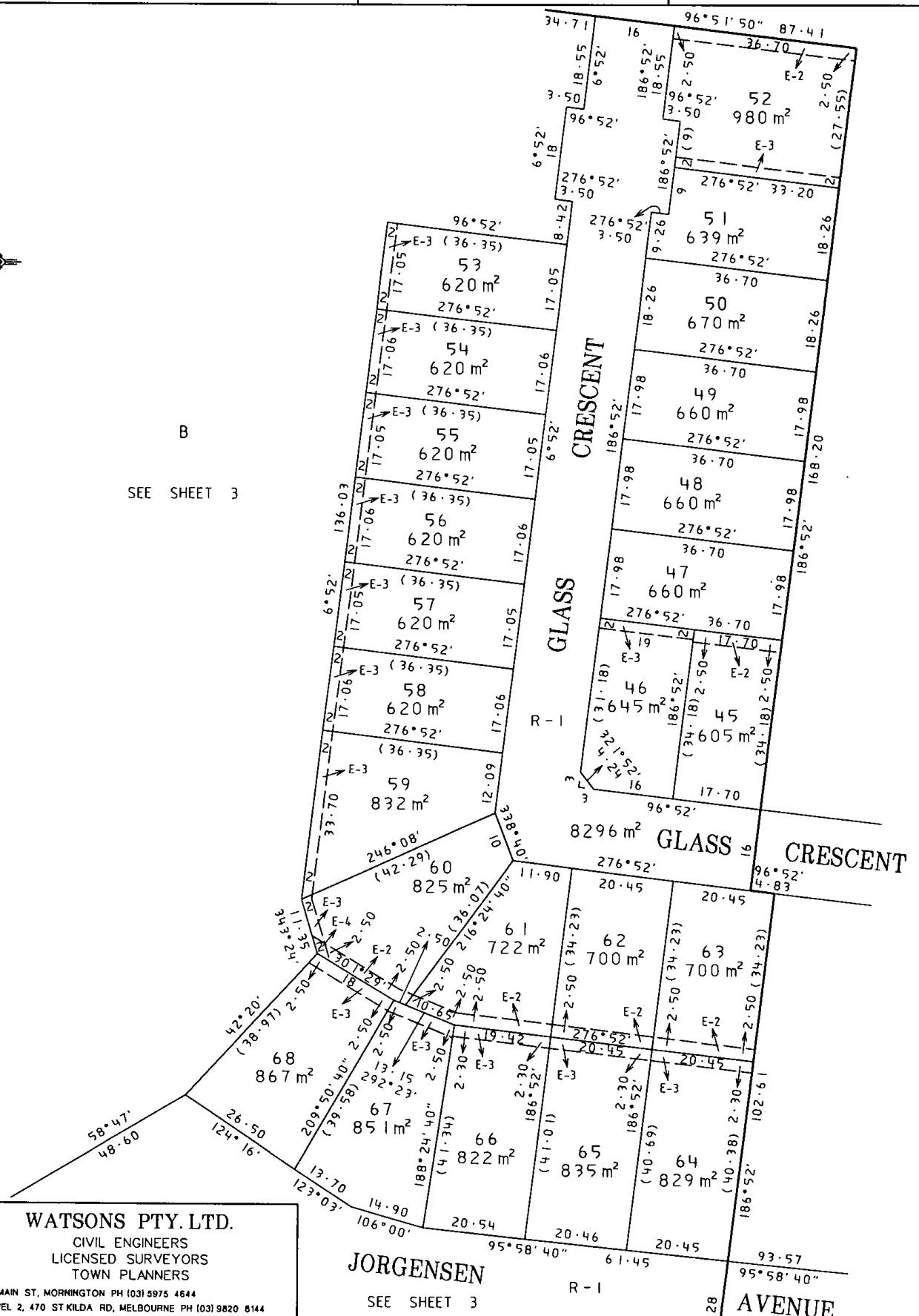
Plan Number

PS 520107G



B

SEE SHEET 3



WATSONS PTY. LTD.

CIVIL ENGINEERS
LICENSED SURVEYORS
TOWN PLANNERS

5 MAIN ST, MORNINGTON PH (03) 5975 4644
LEVEL 2, 470 ST KILDA RD, MELBOURNE PH (03) 9820 8144

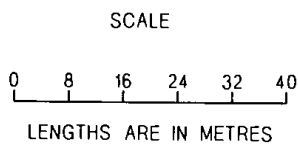
JORGENSEN

SEE SHEET 3

R-1

AVENUE

ORIGINAL
SCALE SHEET
1:800 SIZE
A3



LICENSED SURVEYOR (PRINT)

SIGNATURE

REF 34312/Stg 1B

KAI HANSEN

DATE 9/10/2003

VERSION 11

SHEET 2 OF 5 SHEETS

DATE 17/1/2005

COUNCIL DELEGATE SIGNATURE

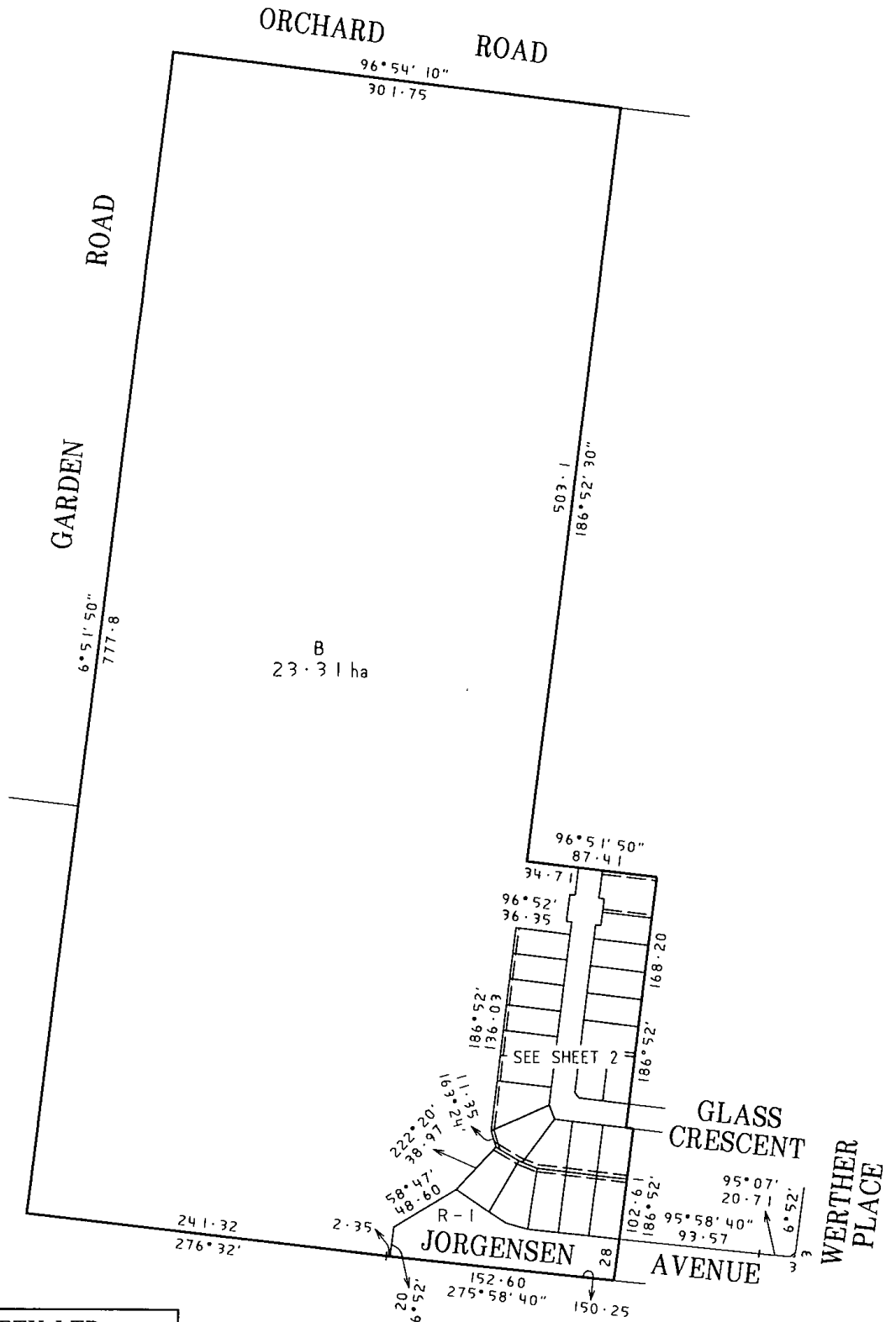
ORIGINAL SHEET SIZE A3

PLAN OF SUBDIVISION

Stage No

Plan Number

PS 520107G

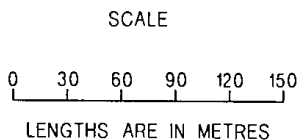


WATSONS PTY. LTD.

CIVIL ENGINEERS
LICENSED SURVEYORS
TOWN PLANNERS

5 MAIN ST, MORNINGTON PH (03) 5975 4644
LEVEL 2, 470 ST KILDA RD, MELBOURNE PH (03) 9820 8144

ORIGINAL
SCALE SHEET
1:3000 SIZE
A3



LICENSED SURVEYOR (PRINT)

KAI HANSEN

SIGNATURE

DATE 9/10/2003

REF 34312/Stg 1B

VERSION 11

SHEET 3 OF 5 SHEETS

DATE 17/1/2005

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

PLAN OF SUBDIVISION

Stage No

—

Plan Number

PS 520107G

SUBDIVISION ACT 1988

CREATION OF RESTRICTION

Upon registration of this plan the following restriction is to be created.

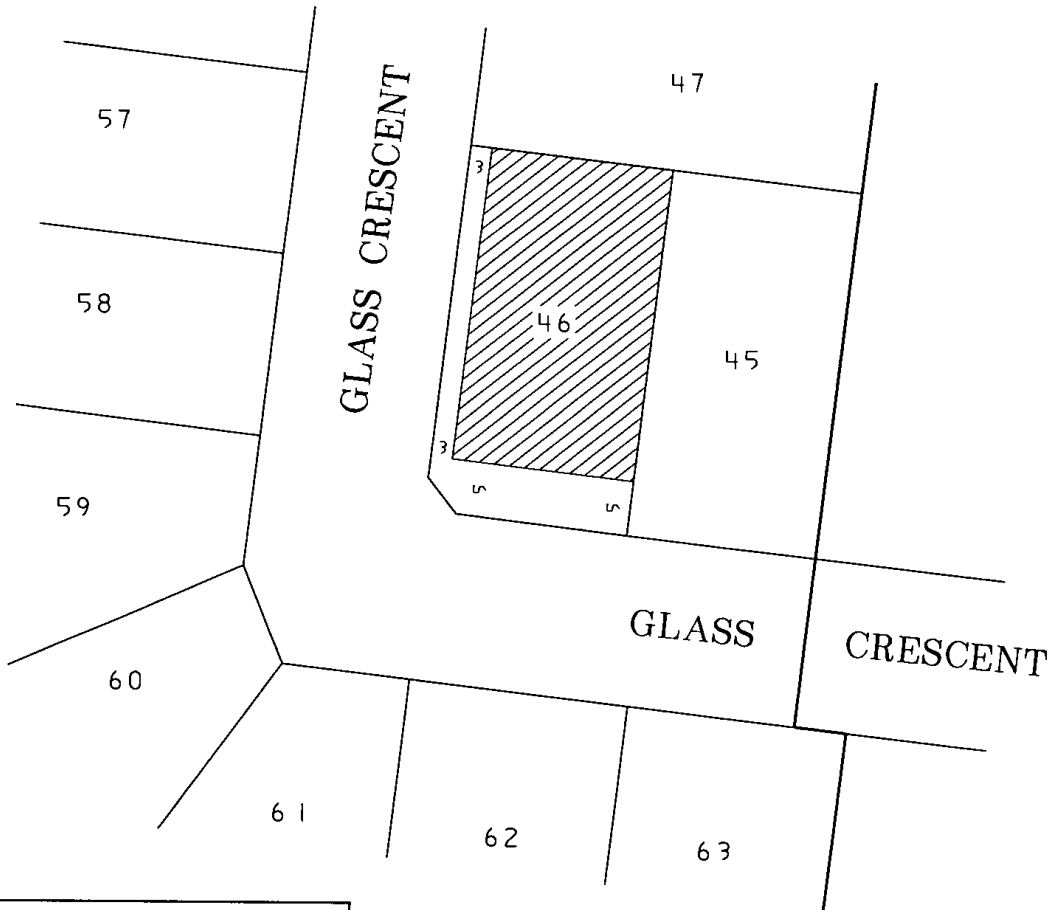
Land to benefit: Lot 45 and Lots 47 to 68 (Both Inclusive)

Land to be burdened: Lot 46.

Description of Restriction:

The registered proprietor or proprietors of the lots on this plan of subdivision agree, covenant and shall ensure:

1. That any lot affected by this restriction shall not have built, constructed, or erected any building outside the area shown hatched hereon except for eaves or chimneys not exceeding 450 mm in width.
2. A building on the lots shown hereon must not be constructed unless the setbacks from the side and rear boundaries are in accordance with Regulations 4.9, 4.14 and 4.15 in Part 4 of the Building Regulations 1994.

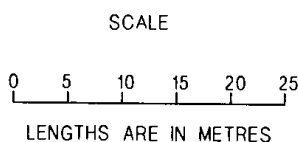


WATSONS PTY. LTD.

CIVIL ENGINEERS
LICENSED SURVEYORS
TOWN PLANNERS

5 MAIN ST, MORNINGTON PH (03) 5975 4644
LEVEL 2, 470 ST.KILDA RD, MELBOURNE PH (03) 9820 8144

ORIGINAL
SCALE SHEET
SIZE
1:500 A3



LICENSED SURVEYOR (PRINT)

KAI HANSEN

SIGNATURE

DATE 9/10/2003

REF 34312/Stg.1B

VERSION 11

SHEET 4 OF 5 SHEETS

DATE 17/1/2005

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

| | | | |
|--|---|---|--|
| | <p style="text-align: center;">PLAN OF SUBDIVISION</p> | <p style="text-align: center;">Stage No —</p> | <p style="text-align: center;">Plan Number PS 520107G</p> |
|--|---|---|--|

SUBDIVISION ACT 1988

CREATION OF RESTRICTION

Upon registration of this plan the following restriction is to be created.

Land to benefit: Land In This Plan


Land to be burdened: Lots 45 to 68 (Both Inclusive).

Description of Restriction:

The registered proprietor or proprietors of the lots on this plan of subdivision agree, covenant and shall ensure:

1. That not more than one private dwelling house is erected on a lot (together with the usual outbuildings).

SHEET 5 OF 5 SHEETS

| | | |
|--|--|--|
|  <p style="text-align: center;">WATSONS PTY. LTD. CIVIL ENGINEERS LICENSED SURVEYORS TOWN PLANNERS</p> <p style="font-size: small;">5 MAIN ST, MORNINGTON PH.(03) 5975 4644 LEVEL 2, 470 ST KILDA RD, MELBOURNE PH (03) 9820 8144</p> | <p>LICENSED SURVEYOR (PRINT) KAI HANSEN</p> <p>SIGNATURE DATE 9/10/2003</p> <p>REF 34312/Stg. 1B VERSION 11</p> | <p style="text-align: center;">.....</p> <p style="text-align: center;">DATE <i>17/11/2005</i></p> <p style="text-align: center;">COUNCIL DELEGATE SIGNATURE</p> <p style="text-align: center;">ORIGINAL SHEET SIZE A3</p> |
| | | |

TRANSFER OF LAND

Section 45 Transfer of Land Act 1958

Lodged by:

Name: *AKNJKV 2/ASS*

Phone:

Address:



AD457968C

22/02/2005 \$469 45



Ref:

Customer Code: *866A*

2 x P/A

MADE AVAILABLE / CHANGE CONTROL

Land Titles Office Use Only

The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed-

- together with any easements created by this transfer;
- subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer; and
- subject to any easements reserved by this transfer or restrictive covenant contained or covenant created pursuant to statute and included in this transfer.

Land: (volume and folio reference)

PS520107A

LOT 56 ON PLAN OF SUBDIVISION NO. ~~PS520106J~~ BEING THE LAND MORE PARTICULARLY DESCRIBED IN CERTIFICATE OF TITLE VOLUME 10854 FOLIO 067

Estate and Interest: (e.g. "all my estate in fee simple")

ALL ITS ESTATE AND INTEREST IN FEE SIMPLE

Consideration:

(\$154,000.00) ONE HUNDRED AND FIFTY FOUR THOUSAND DOLLARS

Transferor: (full name)

COMISKEY CORPORATION (VICTORIA) PTY LTD A.C.N. 103 493 803 AND DOREEN HOLDINGS PTY LTD A.C.N 106 477 383

Transferee: (full name and address including postcode)

GEORGE SMITH AND RAYLENE SMITH OF 13 HILL STREET, WHITTLESEA VIC 3757 as joint proprietors.

Directing Party: (full name)

Creation and/or Reservation and/or Covenant :

AND the Transferee with the intention that the benefit of this covenant shall be attached to and run at law and in equity with every lot on Plan of Subdivision No. ~~PS 520106J~~ *PS 520107A* (Plan) other than the lot hereby transferred (burdened land) and that the burden of this covenant shall be annexed to and run at law and in equity with the burdened land does hereby for himself his heirs executors administrators and transferees and as a separate covenant covenants with the Transferor and the registered proprietor or proprietors for the time being of every lot on the Plan and every part or parts thereof other than the burdened land hereby transferred that the Transferee his heirs executors administrators and transferees shall not at any time on the burdened land or any part or parts thereof:

- (a) erect, cause or permit to be erected or remain on the burdened land more than one dwelling;
- (b) erect, cause or permit to be erected or remain on the burdened land a garage other than a double garage with slim-line or panel lift doors with accommodation for not less than two motor vehicles;

Continued on T2 Page 2

Approval No: 1765038A

ORDER TO REGISTER
Please register and issue title to

STAMP DUTY USE ONLY

T2



Signed

Cust. Code:

4900

Original Land Transfer
Stamped with \$4,900.00
Doc ID 1937464, 21 Feb 2005
300 Victoria Duty, M/M/M

* Law Perfect Pty Ltd

THE BACK OF THIS FORM MUST NOT BE



AD457968C-1-4

cyh
22-2-5

- (c) erect, cause or permit to be erected or remain on the burdened land a dwelling having a floor area (excluding the floor area of a garage or verandah) which is less than the area set out on the table below; or
erect, cause or permit to be erected or remain on the burdened land a dwelling having a setback from the street frontage (excluding a verandah or porch which protrudes up to 0.5 metres onto the frontage setback) which is less than the distance set out on the table below;

| Size of burdened land (measured in square metres) | Minimum floor area of dwelling (measured in square metres) | Minimum setback from street frontage (measured in metres) |
|---|--|---|
| 300 - 440 | 110 | 5.0 |
| 441 - 550 | 150 | 5.0 |
| 551 - 650 | 160 | 5.0 |
| 651 - 750 | 170 | 6.0 |
| 751 - 1000 | 185 | 6.0 |
| 1001 or greater | 195 | 6.0 |

- (d) erect, cause or permit to be erected or remain on the burdened land a dwelling or structure other than a dwelling or structure with external walls (excluding windows) constructed of materials which include no less than 50% of brick, brick or masonry veneer or a texture coated material approved by the Transferor's delegated design assessment panel;
- (e) erect, cause or permit to be erected or remain on the burdened land a dwelling or structure other than a dwelling or structure with a roof constructed of masonry, terra cotta tiles, Colorbond or colour treated non reflective materials which shall not include materials having uncoloured, galvanized or aluminium finish;
- (f) erect, cause or permit to be erected or remain on the burdened land any fence or wall between the front façade of the dwelling and the title boundary of the street frontage of the burdened land;
- (g) erect, cause or permit to be erected or remain on the burdened land any fence or wall other than a fence or wall which is constructed of timber posts exposed to both sides with timber capping and timber palings and stained with a timber stain;
- (h) erect, cause or permit to be erected or remain on the burdened land any plumbing on the dwelling where it is visible from the street or from parkland;
- (i) erect, cause or permit to be erected or remain on the burdened land a dwelling or any other improvements unless copies of building plans, elevations, site plans, set-back plans and schedule of colours and materials (plans) have been submitted to the Transferor or its delegated design assessment panel and the Transferor or its delegated design assessment panel has given its approval to the plans prior to the commencement of works;
- (j) erect, cause or permit to be erected or remain on the burdened land any siteworks, excavation, filling, fencing or retaining walls without the prior written consent of the Transferor or its delegated design assessment panel;
- (k) park or accommodate or cause or permit to be parked or accommodated on the burdened land for more than four consecutive hours where they can be visible from the street or from parkland any recreation or commercial vehicles including but not limited to utility trucks, vans, boats, caravans or motorcycles;

See annexure page 2 of 2

Approval No: 1765038A

T2 Page 2



* Law Perfect Pty Ltd

AD457968C
22/02/2005 \$469 45



THE BACK OF THIS FORM MUST NOT BE USE

AD457968C-2-2

ANNEXURE PAGE

Transfer of Land Act 1958

This is page 3 of *Approved Form T2* dated _____ between **COMISKEY CORPORATION (VICTORIA) PTY LTD AND DOREEN HOLDINGS PTY LTD AND GEORGE SMITH AND RAYLENE SMITH**

Signatures of the parties

Panel Heading

And in the case of the burdened land having a frontage of two or more streets the street frontage shall be deemed to be the street frontage to which the façade of the dwelling erected on the burdened land shall face;

And these conditions and each of them shall be included in the transfer to the Transferee as restrictive covenants to run with the burdened land and to be noted on any certificate of title to be issued pursuant to the transfer as an encumbrance affecting the same and these covenants shall expire six years after the date of registration of the plan of subdivision at the Land Titles Office.

Dated: 21/2/05

Execution and attestation



Executed by **COMISKEY CORPORATION (VICTORIA) PTY LTD (A.C.N 103 493 803)** by its Attorney **Timothy John Robertson** under Power of Attorney dated 24 February, 2004 in the presence of:

[Signature]

Timothy John Robertson

[Signature]
(Witness)

386 Hargreaves Street, Bendigo, 3550.

Executed by **DOREEN HOLDINGS PTY LTD PTY LTD (A.C.N 106 477 383)** by its Attorney **Timothy John Robertson** under Power of Attorney dated 24 February, 2004 in the presence of:

[Signature]

Timothy John Robertson

[Signature]
(Witness)

386 Hargreaves Street, Bendigo, 3550.

Signed by the transferees in the presence of:)

[Signatures]

[Signature]

Witness

Approval No: 1641032A

A1



* Law Perfect Pty Ltd

1. If there is insufficient space to accommodate the required information in a panel of the *Approved Form* insert the words "See Annexure Page 2" (or as the case may be) and enter all the information on the Annexure Page under the appropriate panel heading. **THE BACK OF THE ANNEXURE PAGE IS NOT TO BE USED**
2. If multiple copies of a mortgage are lodged, original Annexure Pages must be attached to each.
3. The Annexure Pages must be properly identified and signed by the parties to the *Approved Form* to which it is annexed.
4. All pages must be attached together by being stapled in the top left

AD457968C

22/02/2005 469 45



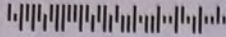
Instalment Notice

For the period 1 July 2023 to 30 June 2024

☎ NRS 133 677 (ask for (03) 9217 2170)

☎ Phone (03) 9217 2170

Email info@whittlesea.vic.gov.au

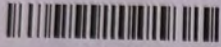


P J Challenger & M R Challenger
25 Glass Crescent
DOREEN VIC 3754

Issue Date 29/04/2024

Assessment Number

0575209



025
1008256
R1_17547



For emailed notices register at
whittlesea.enotices.com.au
Reference No: 28DC47501Z

Property Details

25 Glass Crescent DOREEN VIC 3754

LOT 56 PS 520107G

AVPCC 110 Detached Dwelling

Valuation Details

These annual valuations are prepared by the State Government for rating and taxation purposes.

Site Value \$460,000

Capital Improved Value \$775,000

Net Annual Value \$38,750

Valuation operative date 01/07/2023

Level of value date 01/01/2023

Instalments

Amount payable by
31/05/2024

\$569.00

*paid
19/5/24
N251945393326*

Rates and Charges

| | |
|-----------------------------|----------|
| Overdue amount | \$0.00 |
| 4th instalment | \$569.00 |
| Total payable by 31/05/2024 | \$569.00 |

Payments received after 26 April 2024 may not be included on this notice.

Pay your notice through **FlexiPay**

WIN an iPad!

FlexiPay is giving away an iPad. Just pay your notice through FlexiPay to enter the draw. You can do this by scanning the QR code on the notice. If you are already paying your notice via direct debit you are already in the draw.

Be quick! You have until the 31st of May

See website for Terms and Conditions



Scan here to pay

FlexiPay VISA Bank Account G Pay Apple Pay

Where to pay



www.whittlesea.vic.gov.au



Billers Code: **5157**
Ref: 0575209

BPAY™ this payment via internet or phone banking.
BPAY View™ - View and pay this bill using internet banking
BPAY View Registration No.: 0575209

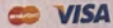


Billpay Code: **0350**
Ref: 5752092

Pay in person at any post office, phone 13 18 16 or go to postbillpay.com.au
Scan & pay this invoice with your iPhone, iPad or Android device. Download the Australia Post mobile app.



Phone 1300 301 185



Council Offices



30th July 2024

Rock Conveyancing Services C/- Triconvey2 (Reselle
LANDATA

Dear Rock Conveyancing Services C/- Triconvey2 (Reselle,

RE: Application for Water Information Statement

| | |
|--|---|
| Property Address: | 25 GLASS CRESCENT DOREEN 3754 |
| Applicant | Rock Conveyancing Services C/- Triconvey2 (Reselle LANDATA |
| Information Statement | 30871174 |
| Conveyancing Account Number | 7959580000 |
| Your Reference | 657738 |

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

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

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

Yours sincerely,



Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

| | |
|------------------|-------------------------------|
| Property Address | 25 GLASS CRESCENT DOREEN 3754 |
|------------------|-------------------------------|

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

YVW has imposed conditions on the erection of structures on or near the water and/or sewer assets and/or easement. This consent binds the owner(s) of the land and successors in title and is enforceable under Section 148 of the Water Act 1989.

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

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

Melbourne Water Property Information Statement

| | |
|------------------|-------------------------------|
| Property Address | 25 GLASS CRESCENT DOREEN 3754 |
|------------------|-------------------------------|

STATEMENT UNDER SECTION 158 WATER ACT 1989

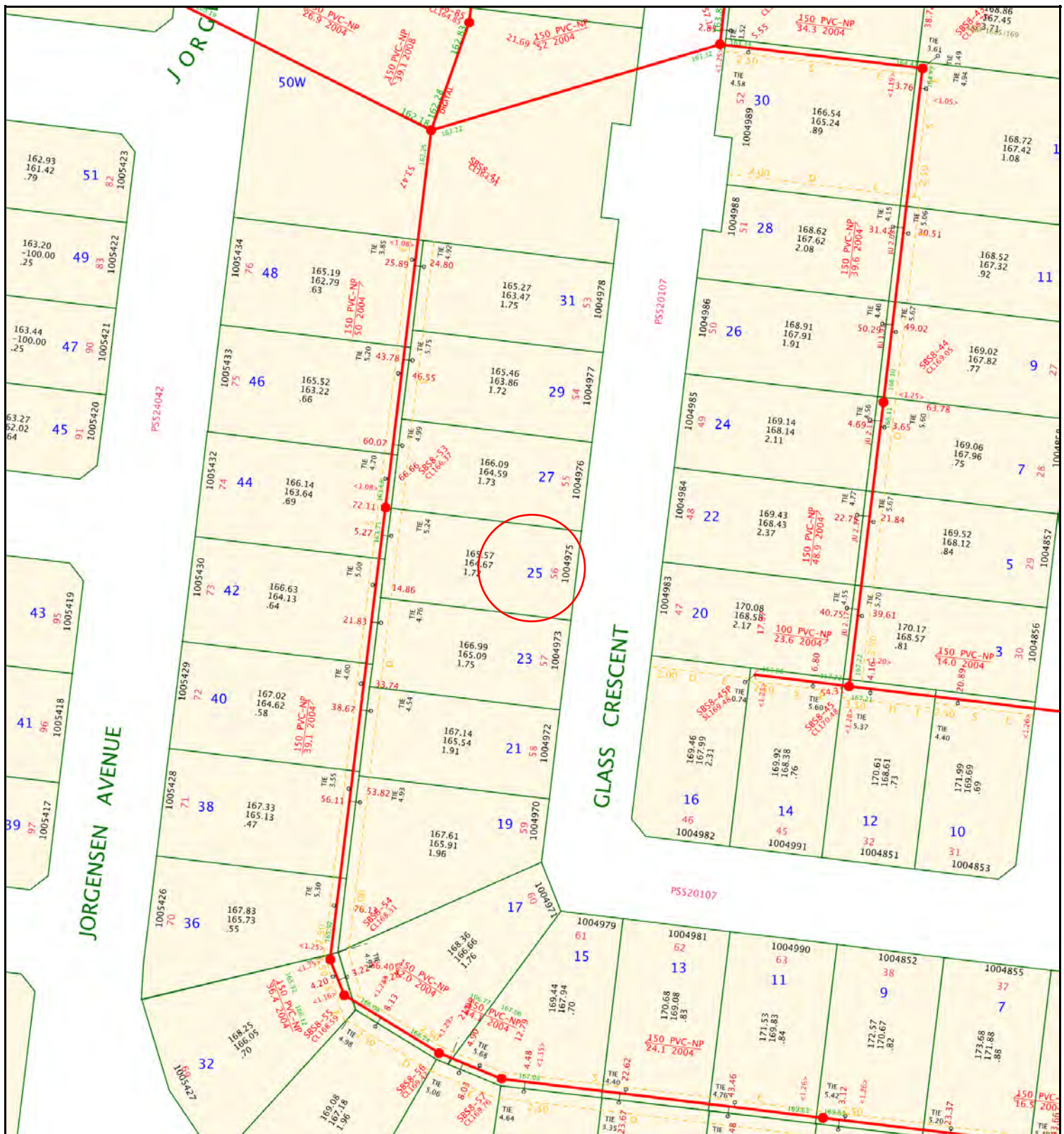
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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



Rock Conveyancing Services C/- Triconvey2 (Reselle
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 7135622925
Rate Certificate No: 30871174

Date of Issue: 30/07/2024
Your Ref: 657738

With reference to your request for details regarding:

| Property Address | Lot & Plan | Property Number | Property Type |
|--------------------------------|-------------|-----------------|---------------|
| 25 GLASS CRES, DOREEN VIC 3754 | 56\PS520107 | 1624466 | Residential |

| Agreement Type | Period | Charges | Outstanding |
|--|--|----------|-------------|
| Residential Water Service Charge | 01-07-2024 to 30-09-2024 | \$20.86 | \$20.86 |
| Residential Water and Sewer Usage Charge Step 1 – 36.960000kL x \$3.34380000 = \$123.59 Step 2 – 36.960000kL x \$4.38730000 = \$162.15 Step 3 – 41.080000kL x \$5.09730000 = \$209.40 Estimated Average Daily Usage \$5.89 | 13-02-2024 to 07-05-2024 | \$495.14 | \$0.00 |
| Residential Sewer Service Charge | 01-07-2024 to 30-09-2024 | \$119.50 | \$119.50 |
| Parks Fee | 01-07-2024 to 30-09-2024 | \$21.98 | \$21.98 |
| Drainage Fee | 01-07-2024 to 30-09-2024 | \$30.77 | \$30.77 |
| Other Charges: | | | |
| Interest | No interest applicable at this time | | |
| | No further charges applicable to this property | | |
| | Balance Brought Forward | | \$0.00 |
| | Total for This Property | | \$193.11 |



GENERAL MANAGER
RETAIL SERVICES

Note:

- From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
- From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
- This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and

payable to the end of the current financial quarter.

4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.

5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.

6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.

7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.

8. From 01/07/2024, Residential Water Usage is billed using the following step pricing system: 256.31 cents per kilolitre for the first 44 kilolitres; 327.60 cents per kilolitre for 44-88 kilolitres and 485.34 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.

9. From 01/07/2024, Residential Water and Sewer Usage is billed using the following step pricing system: 343.42 cents per kilolitre for the first 44 kilolitres; 450.59 cents per kilolitre for 44-88 kilolitres and 523.50 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.

10. From 01/07/2024, Residential Recycled Water Usage is billed 192.59 cents per kilolitre.

11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.

12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.



YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

To ensure you accurately adjust the settlement amount, we strongly recommend you book a **Special Meter Reading**:

- Special Meter Readings ensure that actual water use is adjusted for at settlement.
- Without a Special Meter Reading, there is a risk your client's settlement adjustment may not be correct.

Property No: 1624466

Address: 25 GLASS CRES, DOREEN VIC 3754

Water Information Statement Number: 30871174

HOW TO PAY



Bill Code: 314567
Ref: 71356229250

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

18th December 2019

Cedric Yeo
Australian Pool Permits
care of
cedric@auspoolpermits.com.au

Dear Cedric Yeo,

APPLICATION FOR BUILD OVER CONDITIONS

| | |
|----------------------------|-------------------------------|
| Application ID | 431018 |
| Property Address | 25 GLASS CRESCENT DOREEN 3754 |
| Service Location ID | 1624466 |

Thank you for your recent application. Based on the information supplied to Yarra Valley Water the proposed development **may proceed subject to the following conditions.**

Yarra Valley Water has imposed conditions on the erection of structures on or near the water and/or sewer assets and/or easement which you need to review carefully. This consent binds the Owner(s) of the land and successors in title and is enforceable under Section 148 of the Water Act 1989.

Build Over Condition Summary *

Swimming pool fence and or fence.

- must be easily removed if required and place no additional load on Yarra Valley Water assets

* Build Over Condition Summary is to be read in conjunction with the conditions applicable to this application.

The advice in this letter supersedes any previous written or verbal advice that Yarra Valley Water has provided.

If you have any enquiries, please email us at easyaccess@yvw.com.au or for further information visit <http://www.yvw.com.au/help-advice/develop-build>. Alternatively you can contact us on 1300 651 511.

Yours sincerely,

A handwritten signature in cursive script that reads "Joe Gargaro". The signature is written in a dark grey or black ink on a white background.

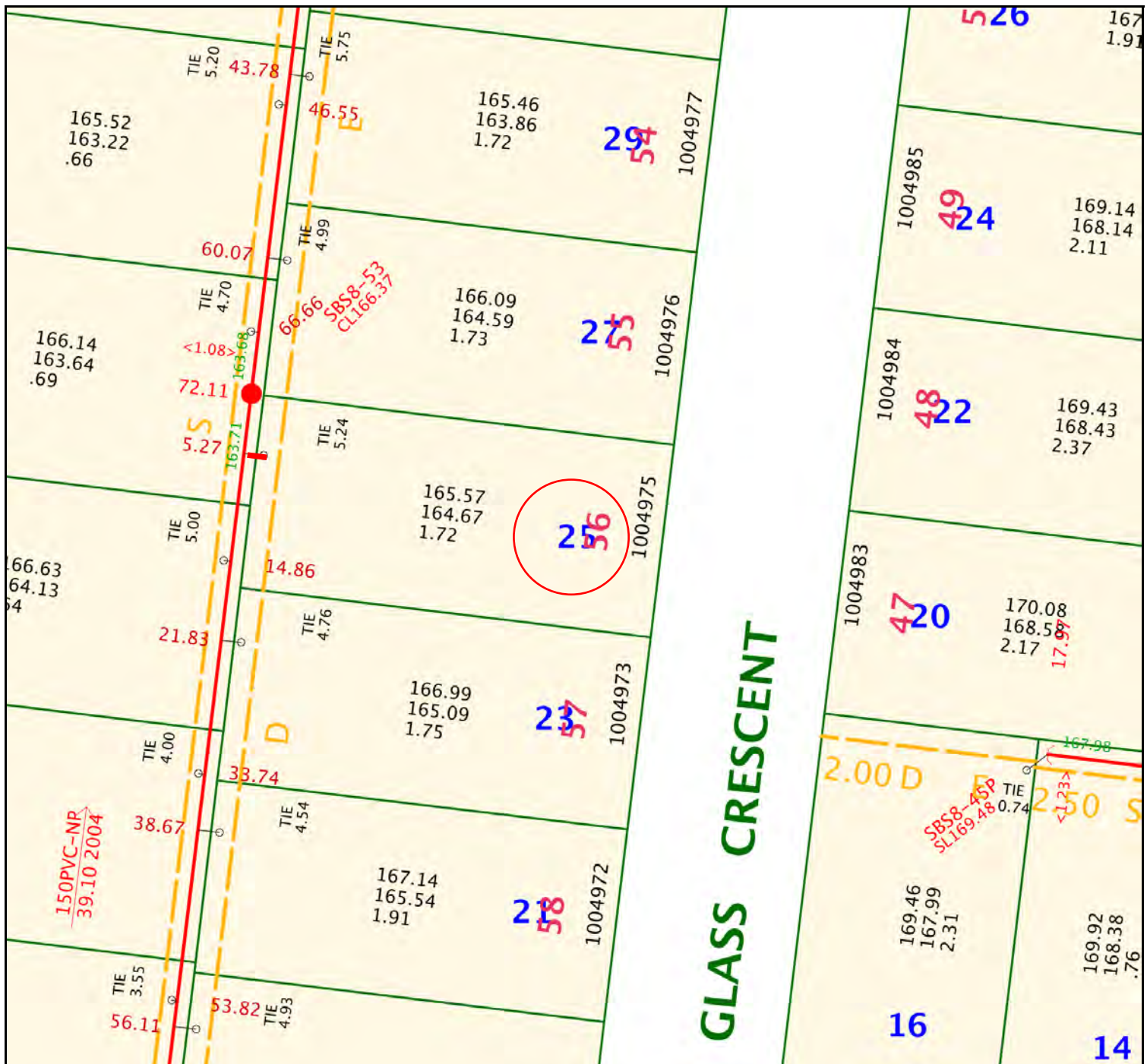
Joe Gargaro

Divisional Manager, Development Services

SPECIFIC CONDITIONS APPLICABLE TO THIS APPLICATION:

For any swimming pool fences and or fences in the vicinity of a sewer main, the following apply:

1. The swimming pool fence and or fence if required can be easily removed.
2. No additional load to be placed on the sewer.



| | | | | |
|--|---|-------------|------------|--------------|
| Yarra Valley Water Sewer Branch Asset Map | Address 25 GLASS CRESCENT DOREEN 3754 | | | |
| | <table border="1"> <tr> <td>Date</td> <td>18/12/2019</td> </tr> <tr> <td>Scale</td> <td>1:500</td> </tr> </table> | Date | 18/12/2019 | Scale |
| Date | 18/12/2019 | | | |
| Scale | 1:500 | | | |

Disclaimer: This Sewer Branch Plan is for property information only. Yarra Valley Water does not warrant the accuracy or scale of this plan. The company accepts no liability for any loss, damage or injury suffered by any person as a result of an inaccuracy in this plan.



Yarra Valley Water
 ABN 93 066 902 501

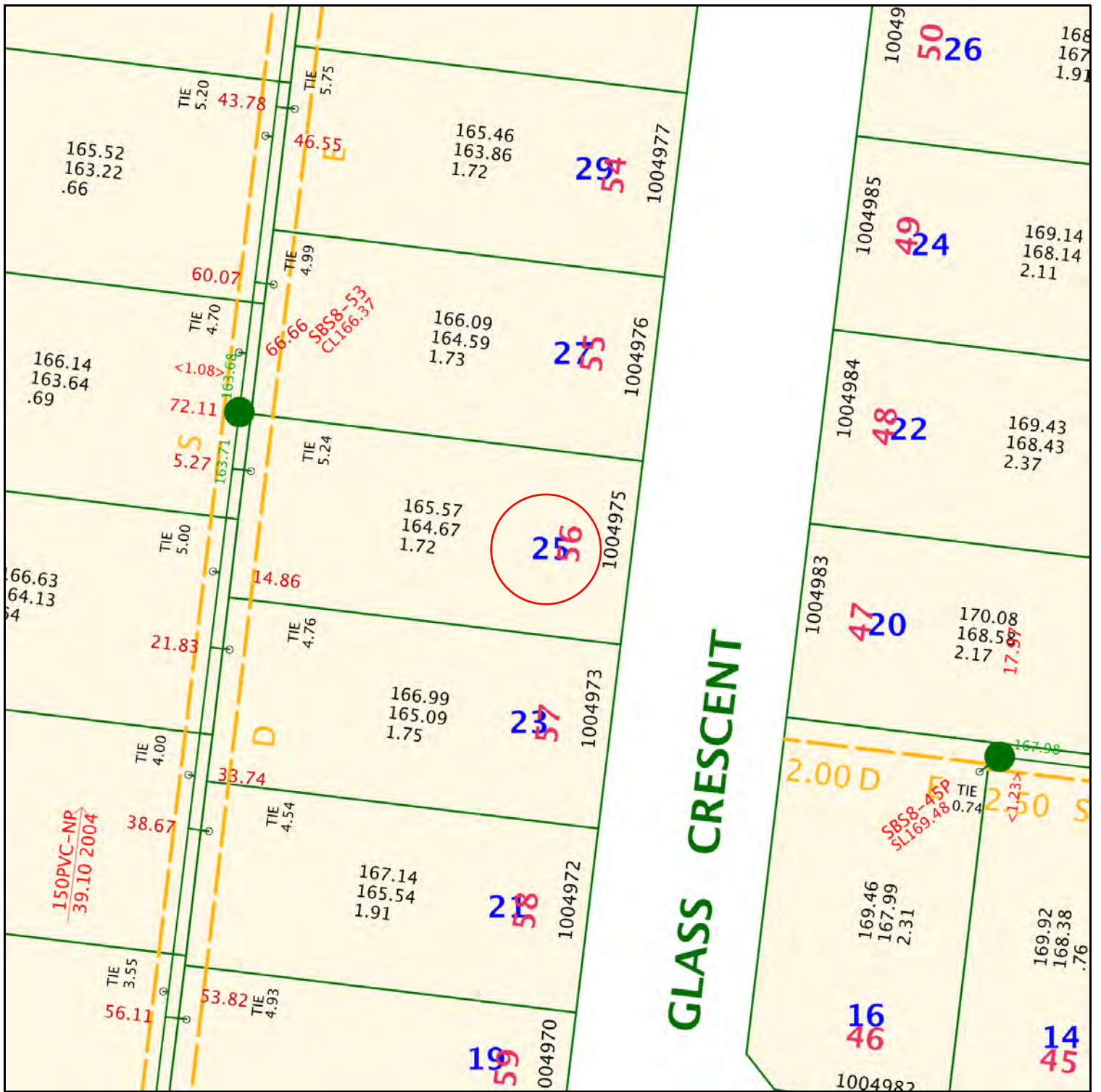
| | | | |
|---------------------|--|---------------------|---------|
| Existing Title | | Access Point Number | GLV2-42 |
| Proposed Title | | Circular Manhole | |
| Sewer Branch | | Gas Check Manhole | |
| Existing Sewer | | Inspection Shaft | |
| Sewer Pipe Flow | | Pipe Junction | |
| Sewer Offset | | Maintenance Shaft | |
| Abandoned Sewer | | Maintenance Chamber | |
| Long Branch Reducer | | End of Pipe | |



| Abbreviation Pipe Material | |
|----------------------------|---------------------|
| VC | VITREOUS CLAY |
| PVC-NP | UPVC - Non Pressure |
| PVC-PW | UPVC - Profile Wall |
| CONC | CONCRETE |
| RC/UCON | CC Re/Un-reinforced |
| PP_SW | POLYPROYLENE |
| HDPE | POLYETHYLENE |
| CI | CAST IRON |

ASSET DETAILS

Branch Size: 100
Branch Material: PVC-NP
Branch Depth (m): 0.9
Branch Length (m): 1.72

Note: Offsets denoted in brackets < > are from the title boundary to centreline of pipe.
YVW Ref: 1624466





| | | | |
|--|--|---|---|
| Yarra Valley Water | Address 25 GLASS CRESCENT DOREEN 3754 |  |  Yarra Valley Water ABN 93 066 902 501 |
| Build Over Plan Reference: Plan F | Date 18/12/2019 | | |
| Driveways and paving | Scale 1:500 | | |

Disclaimer: This Build Over Plan imposes conditions on the erection of structures on or near Water and / or Sewer assets and / or within easements. This restriction is enforceable under Section 148 of the Water Act 1989.

Yarra Valley Water Application ID: 431018

This plan is to be read in conjunction with the conditions issued by Yarra Valley Water for this application.

| LEGEND | SYMBOL | RELEVANT CONDITIONS AND REQUIREMENT |
|--------------------------|---|---|
| Red circled area | ○ | Your property's identification on the plan. |
| Orange line | --- | Boundary of easement. |
| Red shaded area |  | Assets and area that cannot be built over except if conditions are specified. |
| Yellow hatched area |  | Assets and area that cannot be built over. |
| Green highlighted assets | — | Asset or easement that can be built over subject to conditions specified. |

CONDITIONS APPLICABLE TO THIS APPLICATION:

Yarra Valley Water ("YVW") grants its consent to the owner to build a structure or place fill on land over an easement in favour of YVW, over an easement for water supply, sewerage or drainage purposes, or over or within 1 metre of YVW works (referred to as "Owner's Works"), subject to the following terms and conditions:

Standard conditions:

1. A reference in these terms and conditions to YVW includes YVW's employees, agents and contractors.
2. The applicant applying for YVW's consent for the Owner's Works warrants that they made the application as or on behalf of the owner. A reference in these terms and conditions to the owner includes a reference to the applicant or any successors in title to the owner.
3. YVW's conditional consent is to the owner's application and plans for the Owner's Works as previously provided to YVW. The owner must only construct the Owner Works in accordance with YVW's conditions of consent. Any variation to the owner's application and plans or Owners Works requires a new application to YVW which may be approved or rejected in YVW's absolute discretion.
4. The owner is solely responsible for, and indemnifies and releases and will keep indemnified and released YVW from and against all direct and indirect actions, claims, demands, cost or expenses made, sustained, incurred, brought or prosecuted or in any manner based upon, occasioned by, or attributable to any injury to any person (including illness or death) or loss of or damage to any property which may arise from, or as a result of the Owner's Works, including but not limited to being as a result of the design, construction, placement or presence of the Owner's Works.
5. The owner is solely responsible for, and indemnifies and releases and will keep indemnified and released YVW from and against all direct and indirect actions, claims, demands, cost or expenses made, sustained, incurred, brought or prosecuted or in any manner based upon, occasioned by, or attributable to YVW inspecting, constructing, maintaining, repairing or replacing any assets or other property of YVW beneath or in the vicinity of the Owners Works except to the extent caused by negligence of YVW.
6. YVW makes no warranty or representation and excludes all liability of any kind for the accuracy, adequacy or completeness of any plans or other information it has provided on sewer, water and other assets. The plans and any asset information accompanying this letter are issued solely as a guide for the investigation and identification of the assets specified and must not be used for any other purpose, including to identify any property boundaries, dimensions, structures or other assets. The location of all assets must be proven on site prior to the commencement of any works. Due to ongoing potential asset changes the plans or any other information provided should not be reused at a later date and new plans and asset information should be obtained.
7. The owner must complete and ensure the Owner's Works comply with all applicable laws and authorisations.

8. The owner is solely responsible and warrants the structural integrity and sufficiency of the Owner's Works, including any footings, having regard to the presence of YVW's assets and/or easements.
9. The owner permits YVW to enter into and upon the land and structures contained on the land, for the purpose of inspecting, constructing, maintaining, repairing or replacing assets or other property of YVW, and for that purpose to excavate through any part of the Owner's Works. YVW will not repair or reinstate the Owner's Works.
10. YVW's conditions of consent are binding upon all successors in title to the land. The owner must disclose these conditions to all prospective purchasers, mortgagees or other successors in title.
11. A failure to comply with YVW's conditions of consent will invalidate YVW's consent and render the owner liable for penalties pursuant to the Water Act 1989 which may include fines or imprisonment.
12. Should any monies become due to YVW from the owner pursuant to these terms and conditions, the owner must pay such monies within 30 days of receipt of a written notice from YVW.
13. Our imposition of conditions does not affect the rights of any other parties over the area in question.
14. If there are changes or errors in the details supplied, or we determine that inaccurate information has been provided, this consent may be withdrawn by Yarra Valley Water or additional conditions imposed.
15. Multi-unit and single residential, industrial/commercial developments must meet the requirements stated in WSA 02—3.1 Sewerage Code of Australia, Melbourne Retail Water Agencies Edition - Version 2 - Clause 6.4. This may require a sewer branch connection from an existing maintenance structure or a new maintenance structure.

If a new maintenance structure is required you must apply for conditions at Yarra Valley Water, details are available on the Yarra Valley Water website [easyACCESS Land Development Hub](#).

16. These conditions of consent will be disclosed to any person making an application for an information statement in relation to the land pursuant to section 158 of the Water Act 1989.

RESPONSIBILITY OF SEWER CONNECTION POINTS

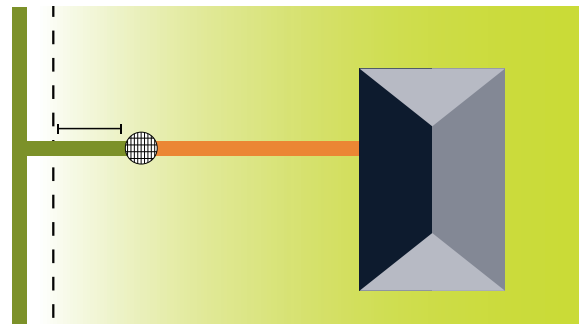


Yarra Valley Water's (YVW) responsibility of the sewer connection point is dependent on the location of the sewer main and the first Inspection Opening (I.O), which may be above or below ground. YVW and property owner responsibilities for the sewer connection points are outlined below.

STAND ALONE RESIDENCE

Sewer connection point where the sewer main is **outside** the property.

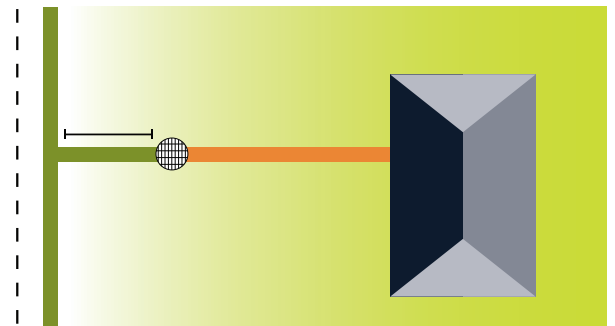
YVW responsibility ends at the I.O. or up to 1 metre from the property boundary (whichever is less).



STAND ALONE RESIDENCE

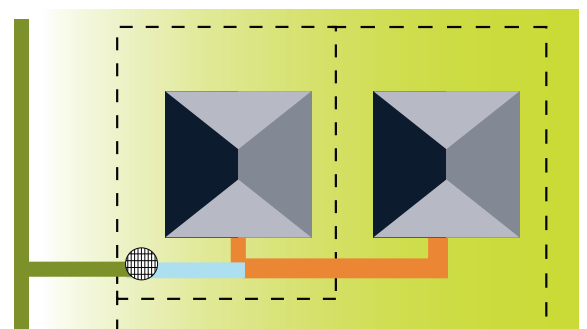
Sewer connection point where the sewer main is **inside** the property.

YVW responsibility ends at the I.O. or up to 1 metre from the sewer main (whichever is less).



COMBINED PRIVATE PLUMBING (UNITS, NEIGHBORING PROPERTIES)

YVW responsibility ends at the I.O. or up to 1 metre from the property boundary (whichever is less).



KEY

Property owner responsibility

Combined property owner responsibility

YVW responsibility

--- Boundary of property

● Inspection opening (may be below ground or at surface level)



Building / structure

YVW.COM.AU EMAIL: ENQUIRY@YVW.COM.AU

GENERAL ENQUIRIES: 1300 304 688 EMERGENCIES & FAULTS: 13 2762 LANGUAGE ASSISTANCE: 1300 976 224

Yarra Valley Water, Lucknow Street, Mitcham. Private Bag 1, Mitcham Victoria 3132

From www.planning.vic.gov.au at 30 July 2024 01:04 PM

PROPERTY DETAILS

Address: **25 GLASS CRESCENT DOREEN 3754**
 Lot and Plan Number: **Lot 56 PS520107**
 Standard Parcel Identifier (SPI): **56\PS520107**
 Local Government Area (Council): **WHITTLESEA**
 Council Property Number: **575209**
 Planning Scheme: **Whittlesea**
 Directory Reference: **Melway 184 F2**

www.whittlesea.vic.gov.au

[Planning Scheme - Whittlesea](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **NORTHERN VICTORIA**
 Legislative Assembly: **YAN YEAN**

OTHER

Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage 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

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 6 (DCPO6)



DCPO - Development Contributions Plan Overlay

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

DEVELOPMENT PLAN OVERLAY (DPO)

DEVELOPMENT PLAN OVERLAY - SCHEDULE 5 (DPO5)



DPO - Development Plan Overlay

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

Planning Overlays

INCORPORATED PLAN OVERLAY (IPO)

INCORPORATED PLAN OVERLAY - SCHEDULE 1 (IPO1)



 **IPO - Incorporated Plan Overlay**

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

VEGETATION PROTECTION OVERLAY (VPO)

VEGETATION PROTECTION OVERLAY - SCHEDULE 1 (VPO1)



 **VPO - Vegetation Protection Overlay**

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

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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 26 June 2024.

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 Bushfire Prone Areas

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



Application Number: 2020/0669

FORM 2

Building Act 1993
Building Regulations 2018 - Regulation 37(1)

Building Permit No. BS-L 38408/2904814728428 18 March 2020

Issue to

Agent of Owner **Australian Pool Permits**
Postal Address **PO Box 1082 BLACKBURN NORTH** Postcode **3130**
Email **terry@auspoolpermits.com.au,cedric@auspoolpermits.com.au**
Address for serving or giving of documents: **PO Box 1082 BLACKBURN NORTH** Postcode **3130**
Contact Person **Cedric Yeo** Telephone **03 8845 0877**

Ownership Details

Owner **Peter & Marnie Challenger**
Postal Address **25 Glass Crescent DOREEN** Postcode **3754**
Email **pchallenger@outlook.com**
Contact Person **Peter & Marnie Challenger** Telephone **0402 182 558**

Property Details

Number **25** Street **Glass Crescent** Suburb **DOREEN** Postcode **3754**
Lot/s **56** LP/PS **520107G** Volume **10854** Folio **067**
Crown allotment Section Parish County
Municipal District **Whittlesea City Council**

Builder

Name **Peter & Marnie Challenger** Telephone **0402 182 558**
Address **25 Glass Crescent DOREEN** Postcode **3754**

This builder is specified under section 24B (5) of the **Building Act 1993** for the building work to be carried out under this permit.

Details of Building Practitioners and Architects

a) To be engaged in the building work³

| Name | Category/class | Registration Number |
|---------------------------|----------------|---------------------|
| Peter & Marnie Challenger | Owner Builder | |

(b) Who were engaged to prepare documents forming part of the application for this permit⁴

| Name | Category/class | Registration Number |
|---------------|----------------|---------------------|
| Matthew Joyce | Engineer | EC 36941 |

Details of Domestic Building Work Insurance⁵

The issuer or provider of the required insurance policy is: **N/A**
Insurance policy number : **N/A**
Insurance policy date : **N/A**

Details of Relevant Planning Permit

Planning Permit #: **N/A** Date of grant of Planning Permit: **N/A**

Nature of Building Work

Installation of a Swimming Pool & Safety Barrier



Storeys contains:

Rise in storeys:

Effective height:

Type of construction:

Version of BCA applicable to permit: **2019**

Cost of Building Work: **\$10,000.00**

Total floor area of new building work in m²:

Conditions and required Certificates

This building permit is issued subject to compliance with all of the conditions as listed in attached Annexures.

BCA Class

Part of Building: **ALL PARTS**

Class: **10b**

Prescribed Reporting Authorities

The following bodies are Prescribed Reporting Authorities for the purpose of the application for this permit in relation to the matters set out below:

| Reporting Authority | Matter Reported On Or Consented To | Regulation |
|---------------------|--|----------------|
| City of Whittlesea | To permit the safety barrier to built over the easement | Regulation 130 |
| Yarra Valley Water | To permit the safety barrier to be built over the easement | Regulation 130 |

Protection Work

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

Inspection Requirements³

The mandatory inspection notification stages are:

1. Completion of Pool Excavation & Required Safety Precautions
2. Prior to placing a footing (Pads)
3. Final upon completion of all building work

Occupation or Use of Building: A certificate of final inspection is required prior to the occupation or use of this building

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

Commencement and Completion

This building work must commence by 18 March 2021

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 within 6 months of commencement

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.

Relevant Building Surveyor

Name: **Pat Richardson**

Address: **57 Cochranes Road, Moorabbin Victoria 3189, Australia**

Email: **reception@buildingpermits.com.au**

Building practitioner registration no.: **BS-L 38408**

Permit no.: **BS-L 38408/2904814728428**

Date of issue of permit: **18 March 2020**



Notes

- Note 1 Under Regulation 318 an owner of a building of 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;
- Note 2 Under Regulation 317 the person in charge of the carrying out the 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 and relevant documentation are available for inspection at the allotment while the building works in progress. They must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies.
- Note 3 Include building practitioners with continuing involvement in the building work.
- Note 4 Include building practitioners with no further involvement in the building work.
- Note 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**.

Annexures 'A'

Conditions of Approval

Building Permit No. BS-L 38408/2904814728428 Issued 18 March 2020

The building permit for this project has been issued subject to the following conditions and further information being submitted prior to completion of works certificate being issued:

1. The effective fencing height of an isolated swimming pool barrier shall not be less than 1.2m above ground level measured from the approach side.
2. For barriers less than 1800mm in height, a "non-climbable zone" is required on the outside of the swimming pool barrier within a 900mm radius, when measured from the top of the swimming pool barrier, which must not include any climbable object or projection greater than 10mm from the outside surface of the swimming pool barrier.
3. Fencing using perforated materials or mesh with apertures not greater than 13mm shall have an effective height not less than 1.2m (refer to Clause I of these conditions).
4. Fencing using perforated material or mesh with apertures greater than 13mm but less than 100mm (such as trellis or chain mesh or cyclone wire) shall have an effective fencing height of not less than 1.8m.
5. Fencing using mesh shall include a strainer wire or rail at the top and the bottom of the fencing.
6. The height of any opening between the bottom of the fencing and the finished ground level shall not exceed 100mm.
7. A retaining wall or other such barrier on the high side of the pool shall be an effective barrier if it complies with the following:
 - It has an effective height of not less than 1.8m and an outside surface complying with Outside Surface requirements (refer to clause IX of these conditions).
 - It does not slope away from the pool by more than 15° to the vertical.
8. A retaining wall or other such barrier on the low side of the pool shall be an effective barrier if it does not slope towards the pool by more than 15° from the vertical and complies with either of the following:
 - It has an effective height complying with Clause I of these conditions and an outside surface complying with Outside Surface requirements (refer to clause X of these conditions).
 - It has an effective height of not less than 1.8m if the outside surface does not comply with Outside Surface requirements (refer to clause IX of these conditions).
9. Projections from or indentations into the outside surface of the fencing, or any combinations of projections and indentations, shall not form a substantially horizontal surface with a greater than 10mm, unless they are spaced not less than 900mm apart and provided that the lower projections or indentations are at least 900mm below the top of the barrier.
10. Where fencing components provide a substantially horizontal surface, such as rails, rods, wires or bracings, that could be used as holds for climbing as located on the outside of the barrier, or where vertical members are spaced such that they provide clear openings of more than 10mm width, the following requirements shall apply:
11. Horizontal members shall be not less than 900mm apart. Where there are two or more horizontal members, this measurement shall be made from the top surface of the highest lower member to the top surface of the lowest upper member. Where the barrier is for a sloping site, the distance between the top surface of the highest lower member and the top surface of the lower upper member shall be not less than 900mm, measured perpendicular to the finished ground level.
12. The top surface of the highest of the lower horizontal members shall be at least 900mm below the top of the barrier.
13. As an alternative to Clause IX of these conditions, horizontal climbable members such as rails, located on the outside of the barrier shall not act as a hold for climbing if they comply with the following requirements:
14. Double side paling in the case of a paling fence, and/or, Other vertical members spaced to provide a clear opening of not more than 10mm.



15. Where any nearby horizontal surfaces that could be used as holds for climbing (such as fence rails, retaining walls, planter boxes etc) are permanently located near the inside of the barrier and where the spacing between vertical members is greater than 10mm, such surfaces shall be separated from the barrier by a distance of not less 300mm within the pool area.
16. The clear space between any adjacent vertical members, such as palings, rods or wires, shall not exceed 100mm at any point.
17. Direction of opening - Gates shall be hung so that they only swing outwards, i.e. away from the pool area.
18. All gates shall be fitted with a device that will return the gate to the closed position and operate the latching device from any position with a stationary start without the application of a manual force.
19. The self-closing device shall be capable of complying with these requirements with the gate at any position from resting on the latching mechanism to fully open.
20. Gates shall be fitted with a latching device that will automatically operate on the closing of the gate and will prevent the gate from being re-opened without being manually released. The latching device shall not be able to be inadvertently adjusted during operation, and shall not be able to be adjusted without the use of a tool.
21. The latching device shall not be able to be locked in the 'open' position
22. When in the closed position, the latching mechanism shall not be able to be released by insertion of any implement between the 10mm gap.
23. Where the release to the latching device or the latch is located at a height less than 1.5m above the finished ground level or 1.4m above the highest lower horizontal member and is capable of being released at the latching mechanism, the location of the release of the latching device shall not be on the outside of the fencing;
24. Be in such a position that to release the latching device from the outside it will be necessary to reach over or through the fencing at a height of not less than 1.2m above the finished ground level or not less than 1m above the highest lower horizontal member; and
25. Be at least 150mm below the top of the gate if a hand-hole is not provided, or at least 150mm away from the edge of any hand-hole opening if a hand-hole is provided.
26. Where the release to either the latching device or the latch is located at a height less than 1.5m above the finished ground level or 1.4m above the highest lower horizontal member and is capable of being released at the mechanism, the latch and its release shall be so shielded that no opening greater than 10mm occurs within an area bounded by:
 - An effective radius of 450mm from the operating parts of the latch;
 - The top of the barrier, if this intersects the area described above.
27. Where it is necessary to have a hand hole in a gate, the bottom opening shall be not less than 1.2m above the finished ground level, and the shielding shall be extended up to a horizontal line through the top of the hand hole or 150mm above the top of the latch, whichever is higher.
28. Where the height from the sill of the lowest opening panel of the window to the pool surround is less than 1.8m, the open able portion of the window shall comply with one of the following:
 - The openable portion of the window shall be totally covered by bars or a metal screen, that are fixed to the building with fasteners that can only be removed by the use of a tool. The opening between bars and the horizontal dimensions of openings in a metal screen shall not be greater than 100mm; OR
 - The window shall be fixed to the building with fasteners that can only be removed by the use of a tool so that it will remain closed or will open to a maximum of 100mm.
29. Existing Boundary Fencing
30. Existing boundary fences may be used as part of a Pool Safety Barrier if they comply with the provisions of AS1926.1-2012 and have been assessed as being compliant by the Relevant Building Surveyor or Building Inspector. Note: There are numerous areas where boundary fences cannot comply with AS1926.1-2012. There is NO obligation for an adjoining owner to undertake works to bring a boundary fence into compliance with AS1926.1 - 2012. Where the adjoining owner refuses to undertake necessary works, please contact Nicholson Wright to discuss an alternate method.
31. This Building Permit does NOT cover fences or walls that form part of a Pool Safety Barrier where the fence or wall is to be constructed and such constructed fence or wall will breach the requirements of the Building Interim Regulations 2017 including but not limited to Part 4 (Siting) Height of fences or walls on boundaries.
32. Any such breach or possible breach of the Building Regulations will need to be addressed as a separate matter distinct from the suitability of the Pool Safety Barrier under the requirements of AS1926.1 – 2012.
33. The site shall be adequately fenced off during construction to prevent public access as required by Regulation 116 Protection of the Public. Furthermore, it is the Builder's responsibility to ensure all excavations are fenced or otherwise guarded against being a danger to life or property.

Proposed InGround Pool (7.08x3.66m), & Safety Barrier Site Plan

BOE APPROVAL

Requirements form part of
a Building Permit issued by

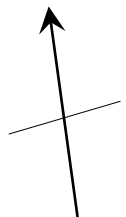
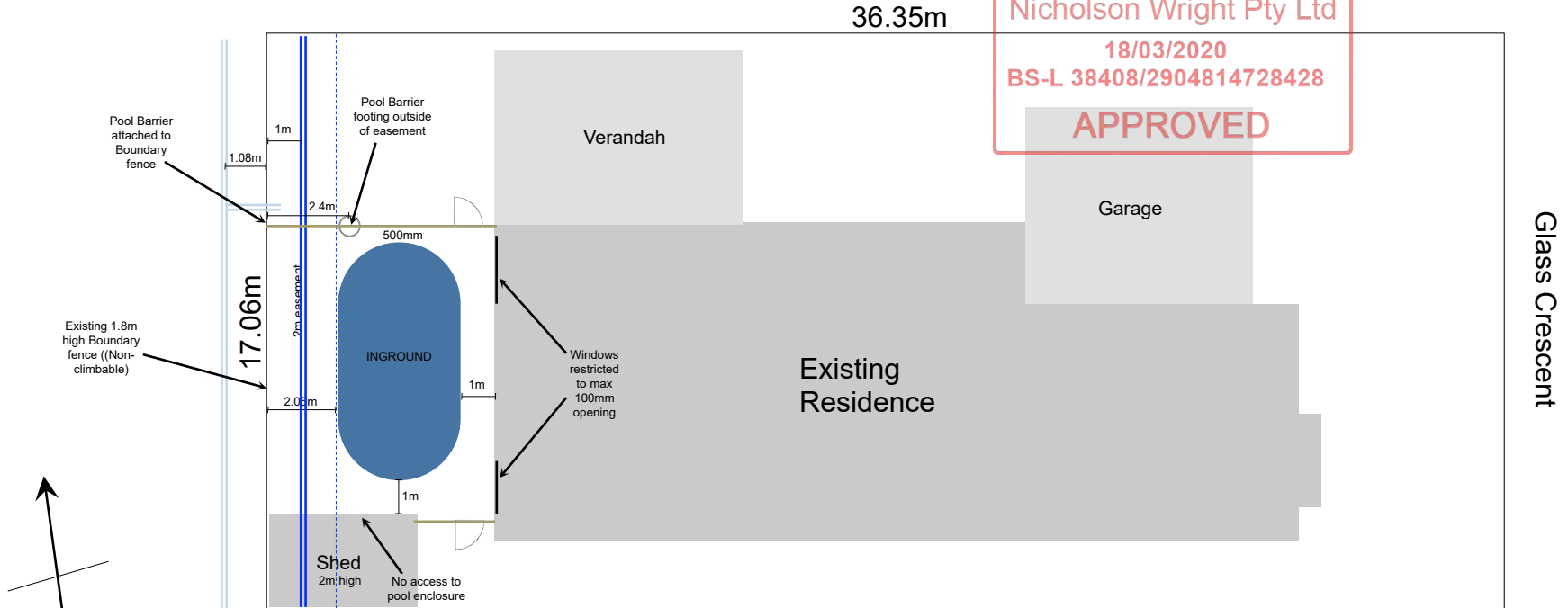
Nicholson Wright Pty Ltd

18/03/2020

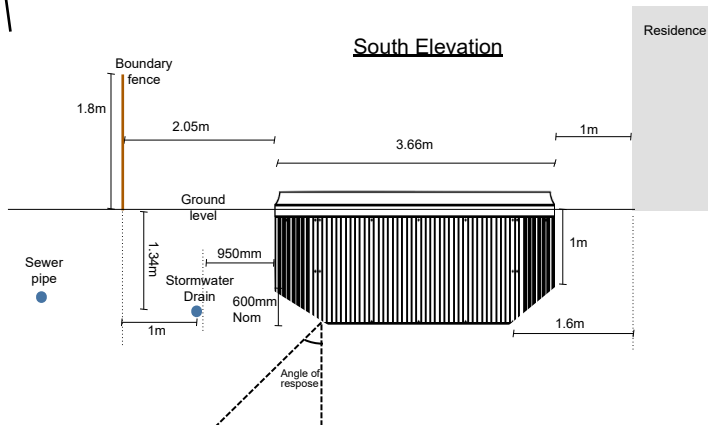
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DCPO,
DPO
Overlay



South Elevation



Pool Barrier and
fences to comply to
AS1926.1-2012

| | | | |
|--------------------------------------|--------------|-------------------|-------------------|
| Peter Challenger | Legend: Gate | Scale: 1:200 | Date: 19 Nov 2019 |
| 25 Glass Crescent Doreen VIC 3754 | Fence | Drawing: 19NW1242 | Sheet: 1 |
| | Pool/Spa | Drawn: CD | Checked: |



SITE INVESTIGATION WITH FOOTING RECOMMENDATIONS

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CLIENT
AUSPOOLS
32 SLATER AVENUE
BLACKBURN NORTH
VIC 3130

DATE: 12th March, 2020

SITE ADDRESS: 25 GLASS CRESCENT, DOREEN

REF# 201099R1

PREPARED BY: MATTHEW JOYCE – EC 36941

SITE CLASSIFICATION (AS 2870-2011) – CLASS P
(due to abnormal moisture conditions caused by trees)



1.0 INTRODUCTION

1.1 Client Brief

Auspools engaged InDepth Geotech & Design to conduct appropriate soil testing in accordance with AS2870-2011. In this report InDepth Geotech & Design will classify the site, provide footing recommendations and founding depth, and outline any geotechnical issues concerning the site.

As documentation provided by the client outlines, this project is a pool at rear of existing residential dwelling.

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2.0 FIELD INVESTIGATIONS AND FINDINGS

2.1 Method

Boreholes (1) were completed using a hand auger to various depths, as shown in the borehole logs. Disturbed samples were collected and hand classified on site. The borehole logs describe the results of these tests and the soil profile.

2.2 Site Observations

This site is located in an established residential area. While levels were not taken at this site an estimated fall of 500mm exists across the building area. The site geology at this location is Alluvial Deposits.

It is assumed that landscaping conditions both on and around the site are unchanged and no significant change is expected up to the time of construction. The existing site conditions at the time of this report are described thru the borehole logs, photos and site plan at the rear of this report.

It is recommended that another site visit be conducted should more than 12 months pass between the date of this report and construction starting.

Please note InDepth Geotech & Design have been requested to construct 1 boreholes. This is only an indication of what to expect across the site and as such this must be acknowledged when determining costs in relation to the footing construction.

Should onsite soil conditions vary from the borehole logs provided in this report and it results in alterations to the footings in any way InDepth Geotech & Design must be notified immediately. Construction may need to be halted. Should significant earthworks take place InDepth Geotech & Design reserve the right to amend this report.

Trees are located on and/or surrounding the site and these could bare an effect on the proposed footing system. To minimise the effect of these trees, the tree/s could be removed or the footing system could be deepened to 2.0m or verified bedrock. The allowable bearing capacity at 2.0m is 250 kPa. The deepening need only occur in the locality of the trees. It is important to note that these deep piers are not connected to the footing system.

At the time of this investigation no water table was found. A cut-off drain is recommended at this site, to be installed along the high end of the building envelope. This drain must be founded 100mm into the underlying clay and be connected to a legal discharge point.



2.3 Site Classification

Class P – as per AS2870-2011

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After considering all of the above as outlined in Clause 2.2.2 of AS2870-2011, and considering the recent performance of similar residential dwelling in the area the classification for this site is CLASS P.

The above classification has been made assuming significant changes will not be made, which include greater than 400mm of fill added to the site or a cut of 500mm or greater. Should either of these occur InDepth Geotech & Design reserve the right to amend this report after a further site visit, if required.

Clause 1.3.2 of AS2870-2011 states that the moisture content of the soil must remain in the normal range when assuming a classification. Differential surface soil movements of 40mm to 60mm are expected at this site and therefore the footing design must be capable of enduring this level of movement.

Should the abnormal moisture conditions caused by trees not be re established in the normal range the footing system must be designed by a structural engineer.

It must also be noted that current and future owners of this site must be made aware of AS2870-2011, Appendix C, Table C1 and CSIRO documents BTF 17 and 18. The agent of the owner (builder, designer or otherwise) must ensure a copy of this documentation is received by the owner.

3.0 FOOTING RECOMMENDATIONS

The following recommendations are provided assuming the normal range will be achieved with the soil moisture content at this site.

3.1 Timber Floor System

3.1.1 This footing system must be designed by an engineer. The internal timber floor may be supported on stump type footings founded on the natural clay soil, at a minimum depth of 1200mm, and/or on the weathered bedrock, at the depths indicated on the borehole logs. Where these stumps are founded in natural clay 100 kPa allowable bearing pressure is recommended. Where these stumps are founded on rock 250 kPa allowable bearing pressure is recommended.

Should the site become saturated (winter months) we recommend the stumps be founded at 1800mm in depth. This is to minimise the effect of underfloor drying and stump settlement.

The above recommendations have been made to satisfy section 4 of AS2870-2011.



4.0 ADDITIONAL INFORMATION

- 4.1 We recommend trees and large shrubs not be planted too close to the proposed footings. Trees are not to be within 1.0 times their mature height, if they are in a group this will increase to 1.5 times their mature height. These trees may exist both on your property or the adjoining property.
- If trees are removed the soil in the localised area will need to be rehydrated. This process can take up to 3 months (season dependant) and must be considered before construction begins.
- 4.2 Soil layers vary in depth over a building site. Provided all footings are founded in the material described within this report then InDepth Geotech & Design is satisfied.
- Moisture content can vary the colour of some soils, therefore soil identification must not rely solely on the colour of the soil.
- Foundation depths can vary across a site and as such InDepth Geotech & Design will not accept responsibility for the problems this may cause.
- 4.3 To ensure no ponding takes place against the footing system the ground next to the footing must be graded away from the footing. We recommend this takes place in the 1.5 to 2.0m directly from the footing.
- 4.4 Construction joints are recommended at all joints between existing and proposed works and wherever foundation systems change.
- 4.5 In the case of service drains close to footings we recommend these trenches be backfilled in loose layer and compacted. Please ensure these trenches are kept dry.
- 4.6 Shrinkage cracking is common. Tiled floors are best installed 6months after the slab is poured to allow stabilisation to occur. However we recommend the use of flexible mortar so that any shrinkage cracks that do form do not develop into the tiles themselves.
- 4.7 This report must be reproduced in its entirety and must only be used for the purposes outlined by the client. If the use of this report does change please contact InDepth Geotech & Design immediately to discuss options. This report must not be used by the client or a third party for "subject to purchase" without the written consent of InDepth Geotech & Design.
- 4.8 Inspection of all foundation excavations, site works and compaction must be conducted by a suitably qualified, experienced engineer, engineering geologist, building surveyor or similar to ensure that the founding material and site works are in accordance with this report. Should there be any doubt, InDepth Geotech & Design must be immediately contacted.

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5.0 LOSS or DAMAGES

- 5.1 This geotechnical assessment should not be considered to be a full comprehensive analysis of the subject site. As such, subject to the Client Brief as outlined in Section 1.1 of this report, 18/03/2020 InDepth Geotech and Design Pty Ltd will not accept liability for loss or damage, consequential or otherwise, based on the recommendations of this report, other than the cost of reassessment. No responsibility will be taken by InDepth Geotech & Design if this report is altered in any way, or not reproduced in full.

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This report and all information contained is for the use of the client only. If payment for the report is breached then InDepth Geotech & Design reserve the right to disclaim all recommendations within the report.

INDEPTH GEOTECH AND DESIGN PTY.LTD.

M Joyce
B. Eng. Reg. Bld. Practitioner EC 36941



For all Your Residential Needs

INDEPTH
GEOTECH & DESIGN

P.O. Box 260, Croydon. Victoria 3136
Email: matt@indepthgeotech.com.au

Mobile: 043 903 0004
website: www.indepthgeotech.com.au

BOREHOLE LOGS & SITE PLAN AND PHOTOS

(REFER TO ARCHITECTURAL DRAWINGS FOR ALL DIMENSIONS)

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Alphacore Pty Ltd

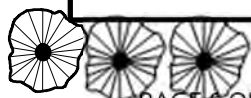
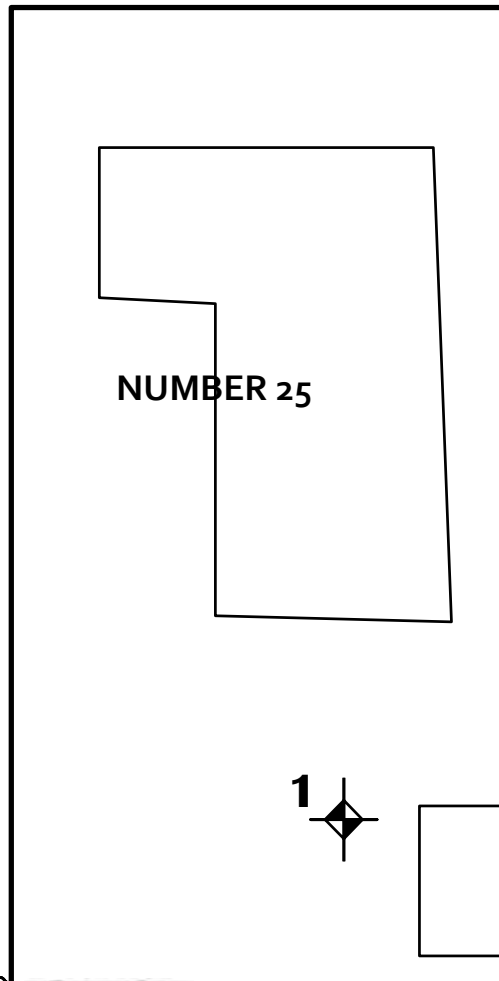
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GLASS CRESCENT





For all Your Residential Needs

INDEPTH
GEOTECH & DESIGN

P.O. Box 260, Croydon. Victoria 3136
Email: matt@indepthgeotech.com.au

Mobile: 043 903 0004
website: www.indepthgeotech.com.au

SITE INVESTIGATIONS LOGS

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| BOREHOLE: ONE | | | |
|---------------|---|--------------------------------|--|
| DEPTH m | DESCRIPTION | STRENGTH OR DENSITY * | MOISTURE CONDITION OR ESTIMATED CONTENT % |
| 0.2 | GREY/BROWN CLAYEY SILT FILLING | STIFF | MOIST |
| 0.7 | GREY/BROWN CLAYEY SILT | STIFF | MOIST |
| | ORANGE/BROWN AND GREY SILTY CLAY - HIGHLY REACTIVE TO A DEPTH OF 1.5 m | VERY STIFF | |

* FIRM = Cv < 50 kPa
 STIFF = 50 kPa < Cv < 100 kPa
 VERY STIFF = 100 kPa < Cv < 150 kPa
 HARD = 150 kPa < Cv

NOTE : ALLOWABLE BEARING PRESSURES USUALLY 2 TO 3 TIMES Cv.

18th December 2019

Cedric Yeo
Australian Pool Permits
care of
cedric@auspoolpermits.com.au

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18/03/2020
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Dear Cedric Yeo,

APPLICATION FOR BUILD OVER CONDITIONS

| | |
|----------------------------|-------------------------------|
| Application ID | 431018 |
| Property Address | 25 GLASS CRESCENT DOREEN 3754 |
| Service Location ID | 1624466 |

Thank you for your recent application. Based on the information supplied to Yarra Valley Water the proposed development **may proceed subject to the following conditions.**

Yarra Valley Water has imposed conditions on the erection of structures on or near the water and/or sewer assets and/or easement which you need to review carefully. This consent binds the Owner(s) of the land and successors in title and is enforceable under Section 148 of the Water Act 1989.

Build Over Condition Summary *

Swimming pool fence and or fence.

- must be easily removed if required and place no additional load on Yarra Valley Water assets

* Build Over Condition Summary is to be read in conjunction with the conditions applicable to this application.

The advice in this letter supersedes any previous written or verbal advice that Yarra Valley Water has provided.

If you have any enquiries, please email us at easyaccess@yvw.com.au or for further information visit <http://www.yvw.com.au/help-advice/develop-build>. Alternatively you can contact us on 1300 651 511.

Yours sincerely,



Joe Gargaro

Divisional Manager, Development Services

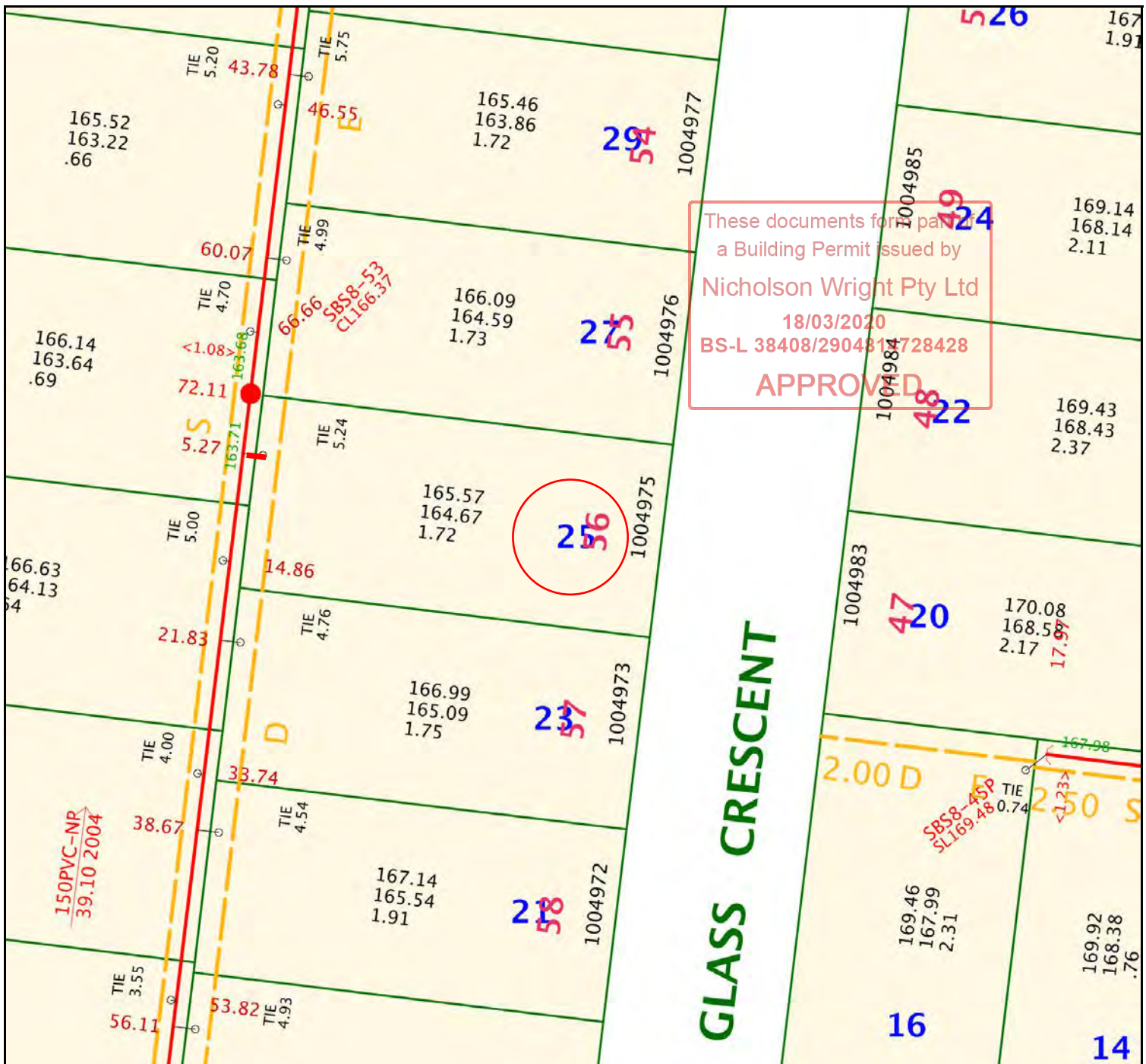
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SPECIFIC CONDITIONS APPLICABLE TO THIS APPLICATION:

For any swimming pool fences and or fences in the vicinity of a sewer main, the following apply:

1. The swimming pool fence and or fence if required can be easily removed.
2. No additional load to be placed on the sewer.

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Address 25 GLASS CRESCENT DOREEN 3754

**Yarra Valley Water
Sewer Branch
Asset Map**

| | |
|--------------|------------|
| Date | 18/12/2019 |
| Scale | 1:500 |

Yarra Valley Water
ABN 93 066 902 501

Disclaimer: This Sewer Branch Plan is for property information only. Yarra Valley Water does not warrant the accuracy or scale of this plan. The company accepts no liability for any loss, damage or injury suffered by any person as a result of an inaccuracy in this plan.

| | | | |
|---------------------|--|---------------------|---------|
| Existing Title | | Access Point Number | GLV2-42 |
| Proposed Title | | Circular Manhole | |
| Sewer Branch | | Gas Check Manhole | |
| Existing Sewer | | Inspection Shaft | |
| Sewer Pipe Flow | | Pipe Junction | |
| Sewer Offset | | Maintenance Shaft | |
| Abandoned Sewer | | Maintenance Chamber | |
| Long Branch Reducer | | End of Pipe | |

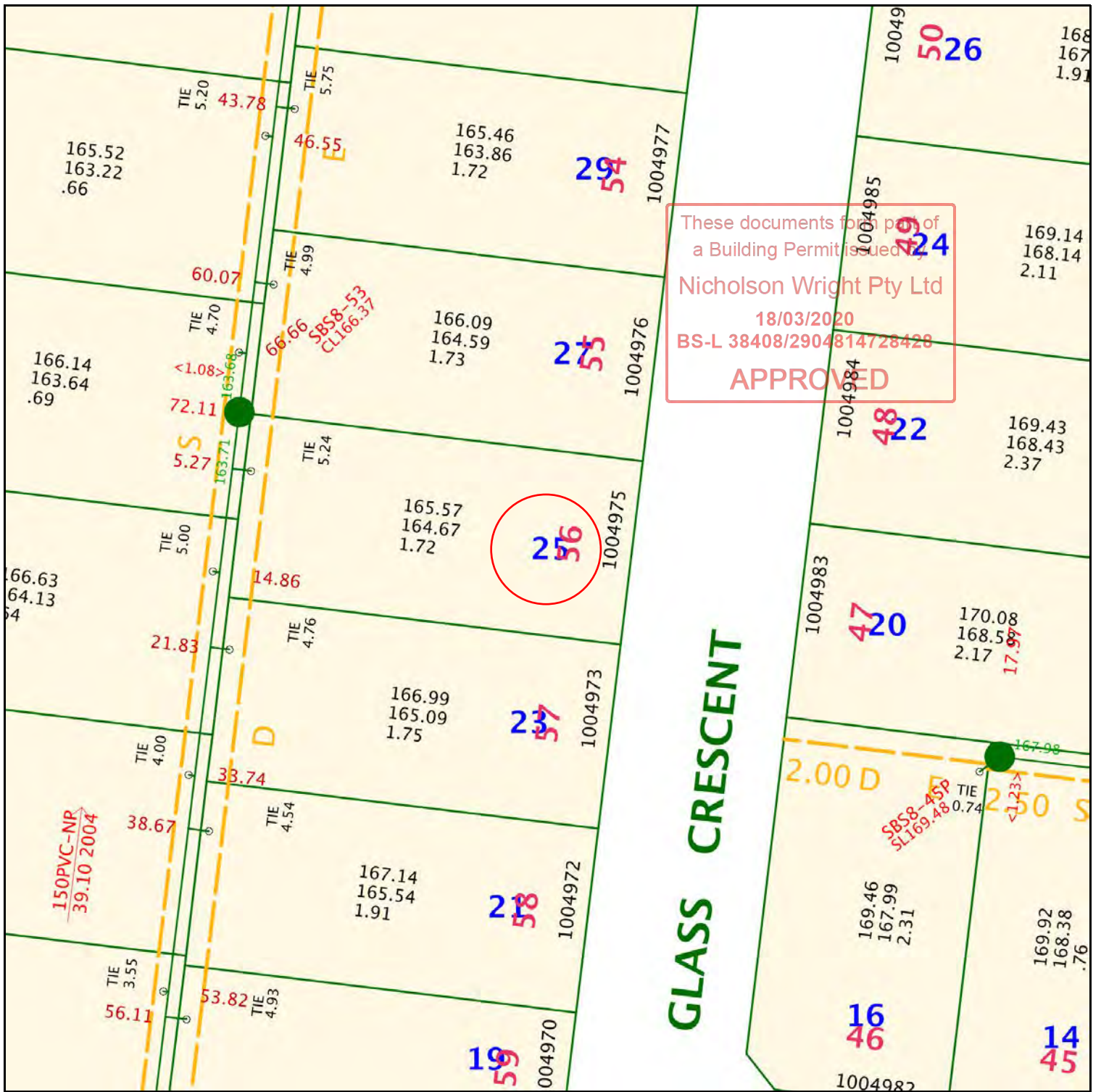
Abbreviation Pipe Material

| | |
|---------|---------------------|
| VC | VITREOUS CLAY |
| PVC-NP | UPVC - Non Pressure |
| PVC-PW | UPVC - Profile Wall |
| CONC | CONCRETE |
| RC/UCON | CC Re/Un-reinforced |
| PP_SW | POLYPROYLENE |
| HDPE | POLYETHYLENE |
| CI | CAST IRON |

ASSET DETAILS

Branch Size: 100
Branch Material: PVC-NP
Branch Depth (m): 0.9
Branch Length (m): 1.72

Note: Offsets denoted in brackets < > are from the title boundary to centreline of pipe.
YVW Ref: 1624466



Yarra Valley Water Address 25 GLASS CRESCENT DOREEN 3754

Build Over Plan Reference: Plan F

Driveways and paving

| | |
|-------|------------|
| Date | 18/12/2019 |
| Scale | 1:500 |

Disclaimer: This Build Over Plan imposes conditions on the erection of structures on or near Water and / or Sewer assets and / or within easements. This restriction is enforceable under Section 148 of the Water Act 1989.

Yarra Valley Water
ABN 93 066 902 501

Yarra Valley Water Application ID: 431018

This plan is to be read in conjunction with the conditions issued by Yarra Valley Water for this application.

| LEGEND | SYMBOL | RELEVANT CONDITIONS AND REQUIREMENT |
|--------------------------|--------|---|
| Red circled area | | Your property's identification on the plan. |
| Orange line | | Boundary of easement. |
| Red shaded area | | Assets and area that cannot be built over except if conditions are specified. |
| Yellow hatched area | | Assets and area that cannot be built over. |
| Green highlighted assets | | Asset or easement that can be built over subject to conditions specified. |

CONDITIONS APPLICABLE TO THIS APPLICATION:

Yarra Valley Water ("YVW") grants its consent to the owner to build a structure or place fill on land over an easement in favour of YVW, over an easement for water supply, sewerage or drainage purposes, or over or within 1 metre of YVW works (referred to as "Owner's Works"), subject to the following terms and conditions:

Standard conditions:

1. A reference in these terms and conditions to YVW includes YVW's employees, agents and contractors.
2. The applicant applying for YVW's consent for the Owner's Works warrant's that they made the application as or on behalf of the owner. A reference in these terms and conditions to the owner includes a reference to the applicant or any successors in title to the owner.
3. YVW's conditional consent is to the owner's application and plans for the Owner's Works as previously provided to YVW. The owner must only construct the Owner Works in accordance with YVW's conditions of consent. Any variation to the owner's application and plans or Owners Works requires a new application to YVW which may be approved or rejected in YVW's absolute discretion.
4. The owner is solely responsible for, and indemnifies and releases and will keep indemnified and released YVW from and against all direct and indirect actions, claims, demands, cost or expenses made, sustained, incurred, brought or prosecuted or in any manner based upon, occasioned by, or attributable to any injury to any person (including illness or death) or loss of or damage to any property which may arise from, or as a result of the Owner's Works, including but not limited to being as a result of the design, construction, placement or presence of the Owner's Works.
5. The owner is solely responsible for, and indemnifies and releases and will keep indemnified and released YVW from and against all direct and indirect actions, claims, demands, cost or expenses made, sustained, incurred, brought or prosecuted or in any manner based upon, occasioned by, or attributable to YVW inspecting, constructing, maintaining, repairing or replacing any assets or other property of YVW beneath or in the vicinity of the Owners Works except to the extent caused by negligence of YVW.
6. YVW makes no warranty or representation and excludes all liability of any kind for the accuracy, adequacy or completeness of any plans or other information it has provided on sewer, water and other assets. The plans and any asset information accompanying this letter are issued solely as a guide for the investigation and identification of the assets specified and must not be used for any other purpose, including to identify any property boundaries, dimensions, structures or other assets. The location of all assets must be proven on site prior to the commencement of any works. Due to ongoing potential asset changes the plans or any other information provided should not be reused at a later date and new plans and asset information should be obtained.
7. The owner must complete and ensure the Owner's Works comply with all applicable laws and authorisations.

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8. The owner is solely responsible and warrants the structural integrity and sufficiency of the Owner's Works, including any footings, having regard to the presence of YVW's assets and/or easements.
9. The owner permits YVW to enter into and upon the land and structures contained on the land, for the purpose of inspecting, constructing, maintaining, repairing or replacing assets or other property of YVW, and for that purpose to excavate through any part of the Owner's Works. YVW will not repair or reinstate the Owner's Works.
10. YVW's conditions of consent are binding upon all successors in title to the land. The owner must disclose these conditions to all prospective purchasers, mortgagees or other successors in title.
11. A failure to comply with YVW's conditions of consent will invalidate YVW's consent and render the owner liable for penalties pursuant to the Water Act 1989 which may include fines or imprisonment.
12. Should any monies become due to YVW from the owner pursuant to these terms and conditions, the owner must pay such monies within 30 days of receipt of a written notice from YVW.
13. Our imposition of conditions does not affect the rights of any other parties over the area in question.
14. If there are changes or errors in the details supplied, or we determine that inaccurate information has been provided, this consent may be withdrawn by Yarra Valley Water or additional conditions imposed.
15. Multi-unit and single residential, industrial/commercial developments must meet the requirements stated in WSA 02—3.1 Sewerage Code of Australia, Melbourne Retail Water Agencies Edition - Version 2 - Clause 6.4. This may require a sewer branch connection from an existing maintenance structure or a new maintenance structure.

If a new maintenance structure is required you must apply for conditions at Yarra Valley Water, details are available on the Yarra Valley Water website [easyACCESS Land Development Hub](#).

16. These conditions of consent will be disclosed to any person making an application for an information statement in relation to the land pursuant to section 158 of the Water Act 1989.

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Nicholas V. Costa P.Eng.
18/03/2020
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RESPONSIBILITY OF SEWER CONNECTION POINTS



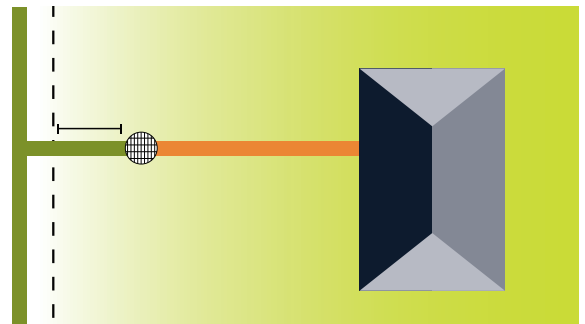
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 18/03/2020
 BS-L 38408/2904814728428
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Yarra Valley Water's (YVW) responsibility of the sewer connection point is dependent on the location of the sewer main and the first Inspection Opening (I.O), which may be above or below ground. YVW and property owner responsibilities for the sewer connection points are outlined below.

STAND ALONE RESIDENCE

Sewer connection point where the sewer main is **outside** the property.

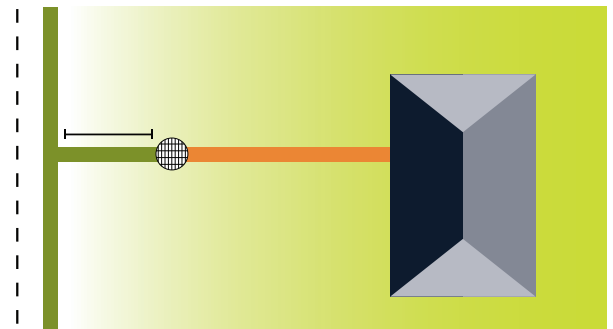
YVW responsibility ends at the I.O. or up to 1 metre from the property boundary (whichever is less).



STAND ALONE RESIDENCE

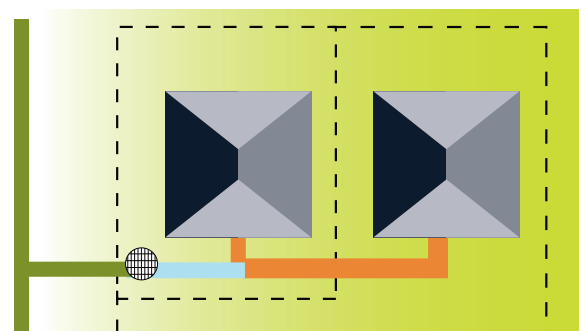
Sewer connection point where the sewer main is **inside** the property.

YVW responsibility ends at the I.O. or up to 1 metre from the sewer main (whichever is less).



COMBINED PRIVATE PLUMBING (UNITS, NEIGHBORING PROPERTIES)

YVW responsibility ends at the I.O. or up to 1 metre from the property boundary (whichever is less).



KEY

- Property owner responsibility
- Combined property owner responsibility
- YVW responsibility
- Boundary of property
- Inspection opening (may be below ground or at surface level)
- Building / structure

Enquiries: WHITTLESEA BUILDING SERVICES
CONTACT: Vivienne Lai - 9217 2259

CRM No: 1495521

7/02/2020

C Yeo
PO Box 2130
BLACKBURN SOUTH VIC 3130

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18/03/2020
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Dear C Yeo,

**APPLICATION TO BUILD OVER AN EASEMENT – BUILDING REGULATION 130
LOT: 56 PS: 520107G, 25 GLASS CRESCENT DOREEN 3754**

I write to advise that your application to build a swimming pool and associated safety barrier over the Western easement (in accordance with the attached plan) has been **approved** subject to the following:

Standard Conditions:

- Any Council or Sewerage Authority conditions of approval for using this easement must be complied with by the owner/s at all times.
- Council reserves the right to excavate, lay, repair, replace or install additional pipes within the easement at all times to service the community.
- Council may remove or demolish this structure (including any paving) to gain access to the drain/s within at any time at the full cost of the Owner/s. The Owner/s may be given the opportunity to quickly remove or demolish this structure (including any paving) first, or the Council may cause the removal or demolition of this structure (including any paving) without notifying the Owner/s in cases where urgent access is required to maintain the function of the drain/s. The cost of any removal or demolition works may be invoiced to the Owner/s or debited accordingly to the rates for this property. The reconstruction or replacement of any structure (including any paving), and any reinstatement, shall be at the option and expense of the Owner/s.
- Council may withdraw this consent at any time if compliance with any Council or Sewerage Authority conditions of approval are not met.

Requirements:

If the easement contains any public storm water or sewer pipes (or both):

- (a) Please note that the 'angle of repose' shall need to be taken into account when designing the footing depth and that suitable excavation precautions shall be necessary to avoid damaging the drain/s when digging the foundations.

- (b) Prior to a building approval being issued, any drain/s existing in the easement are required to be shown on the drawings, with a detailed sketch indicating any pier and beam footings required to span these public assets.
- (c) If the structure is to be sited where the storm water or sewer property inlet is currently located (where either the household storm water or sewer pipes connect with either the public storm water or sewer pipes) then it shall need to be moved. This must be done by a licensed Plumber to the satisfaction of the relevant drainage authority at the Owner's expense, so that it may be maintained and any blockages cleared accordingly.
- (d) Access to any drainage pit/s that may be in the easement must be maintained (not covered with anything, including rock gardens, top soil, parked caravans or the like) at all times.
- (e) Building approval must be obtained (with roof gutters and down pipes connected to the household storm water system indicated for roofed structures) prior to the commencement of works. **This letter is not a Building Permit.**

Nicholson Wright Pty Ltd
18/03/2020
BS-L 38408/2904814728428

APPROVED

Sale of Land:

A copy of this letter (and any attachments) must be retained and supplied by the current owner/s to any prospective future owner/s of this property, as the conditions within shall transfer to the new proprietor/s accordingly. This is required to comply with Sale of Land legislation in Victoria. Failure to do so may void a sale or provoke a back claim of compensation by the new owner/s, in the event that the structure is required to be removed or demolished at any time after the ownership has transferred.

Drainage Details:

Council records indicate that there is a 375mm diameter public storm water service located 1.35 metres deep approximately at 1.00 metres approximately away from the adjacent allotment boundary in a 2.00metre wide easement.

Please include a copy of this approval (additional copy enclosed for this purpose) with your application for building approval. Issues regarding the new 'ResCode' siting requirements for buildings may need to be addressed at the Building Permit stage.

Yours sincerely



Leo Parente
Municipal Building Surveyor

Proposed InGround Pool (7.08x3.66m), & Safety Barrier Site Plan

BOE APPROVAL

Requirements form part of
a Building Permit issued by

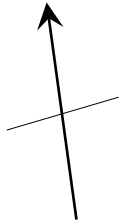
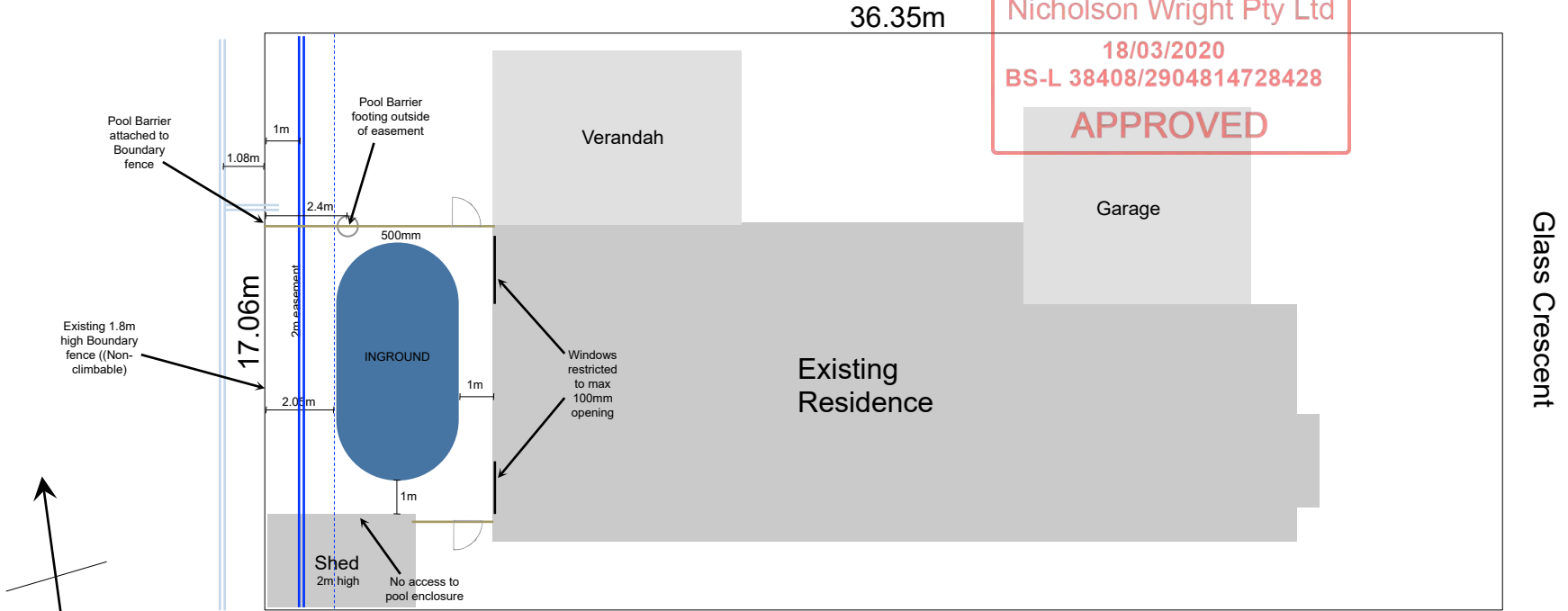
Nicholson Wright Pty Ltd

18/03/2020

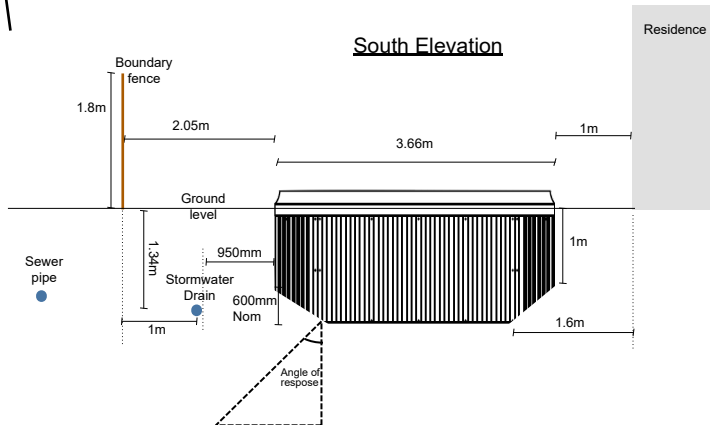
BS-L 38408/2904814728428

APPROVED

DCPO,
DPO
Overlay



South Elevation



Pool Barrier and
fences to comply to
AS1926.1-2012

City of Whittlesea
REPORT & CONSENT
Building Act 1993 & Building
Regulations 2018
Issued: 7/02/2020
CRM Number: 1495521
Regulation: 130

| | | | |
|--------------------------------------|--------------|-------------------|-------------------|
| Peter Challenger | Legend: Gate | Scale: 1:200 | Date: 19 Nov 2019 |
| 25 Glass Crescent Doreen VIC 3754 | Fence | Drawing: 19NW1242 | Sheet: 1 |
| | Pool/Spa | Drawn: CD | Checked: |

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

VOLUME 10854 FOLIO 067

Security no : 124080274263U
Produced 17/11/2019 08:36 AM



LAND DESCRIPTION

Lot 56 on Plan of Subdivision 520107G.
PARENT TITLES :
Volume 10777 Folio 116 to Volume 10777 Folio 127
Created by instrument PS520107G 27/01/2005

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
PETER JOHN CHALLENGER
MARNIE ROSE CHALLENGER both of 25 GLASS CRESCENT DOREEN VIC 3754
AN092782M 12/09/2016

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AN092783K 12/09/2016
COMMONWEALTH BANK OF AUSTRALIA
COVENANT PS520107G 27/01/2005
COVENANT AD457968C 22/02/2005

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

DIAGRAM LOCATION

SEE PS520107G 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: 25 GLASS CRESCENT DOREEN VIC 3754

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N CBA - COMMONWEALTH BANK OF AUSTRALIA
Effective from 23/10/2016

DOCUMENT END



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| | |
|---|-------------------------|
| Document Type | Plan |
| Document Identification | PS520107G |
| Number of Pages (excluding this cover sheet) | 5 |
| Document Assembled | 17/11/2019 08:39 |

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| | | | |
|----------------------------|----------------|---------------------------------|----------------------------------|
| PLAN OF SUBDIVISION | Stage No. — | LR use only EDITION 1 | Plan Number PS 520107G |
|----------------------------|----------------|---------------------------------|----------------------------------|

Location of Land

Parish: Morang
 Township: —
 Section: —
 Crown Allotment: —
 Crown Portion: 13 (Part) & 20 (Part)

Title Reference: Vol. — Fol. —

Last Plan Reference: Lot A PS 520106J

Postal Address: Orchard Road
 (at time of subdivision) Doreen 3754

AMG Co-ordinates: E 335 000 Zone: 55
 (of approx centre of land in plan) N 5 834 900

Council Certificate and Endorsement

Council Name: Whittlesea City Council Ref: 605620

~~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 18/10/2004
 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.

OPEN SPACE
 18/03/2020
 PS L 38498/2004/14738428
APPROVED

(i) A requirement for public open space under section 16 of the Subdivision Act 1988 has ~~has not~~ been made.
 (ii) The requirement has been satisfied.
 (iii) ~~The requirement is to be satisfied in Stage~~

~~Council Delegate~~
~~Council Seal~~
 Date 17/11/2005

Re-certified under section 11(7) of the Subdivision Act 1988

~~Council Delegate~~
~~Council Seal~~
 Date 17/11/2005

Vesting of Roads and/or Reserves

| Identifier | Council/Body/Person |
|------------|-------------------------|
| Roads R-1 | Whittlesea City Council |

Notations

Staging This ~~is~~/is not a staged subdivision
 Planning Permit No 707907

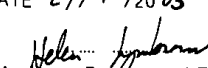
Depth Limitation : Does not apply.
 Lots 1 to 44 (Both Inclusive) have been omitted from this plan.

Survey This plan is ~~is not~~ based on survey
 This survey has been connected to permanent marks nols) 40, 65, 66
 The land is in Proclaimed Survey Area 74


Easement Information

| Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road) | | | | | LR use only |
|---|----------|----------------|-----------|-----------------------------|---|
| Easement Reference | Purpose | Width (Metres) | Origin | Land Benefited/In Favour Of | |
| E-2 & E-4 | Sewerage | See Diag. | This Plan | Yarra Valley Water | Statement of Compliance/ Exemption Statement Received <input checked="" type="checkbox"/> Date <u>20/11/2005</u> |
| E-3 & E-4 | Drainage | See Diag. | This Plan | Whittlesea City Council | |

LR use only

PLAN REGISTERED
 TIME 16:03
 DATE 27/11/2005

 Assistant Registrar of Titles

SHEET 1 OF 5 SHEETS

| | | |
|--|---|--|
|  WATSONS PTY. LTD. CIVIL ENGINEERS LICENSED SURVEYORS TOWN PLANNERS 5 MAIN ST, MORNINGTON PH.(03) 5975 4644 LEVEL 2, 470 ST KILDA RD, MELBOURNE PH (03) 9820 8144 | LICENSED SURVEYOR (PRINT) <u>KAI HANSEN</u> SIGNATURE REF <u>34312/Stg 1B</u> | DATE <u>9/10/2003</u> VERSION <u>11</u> |
|--|---|--|

DATE 17/11/2005
 COUNCIL DELEGATE SIGNATURE
 ORIGINAL SHEET SIZE A3

PLAN OF SUBDIVISION

Stage No

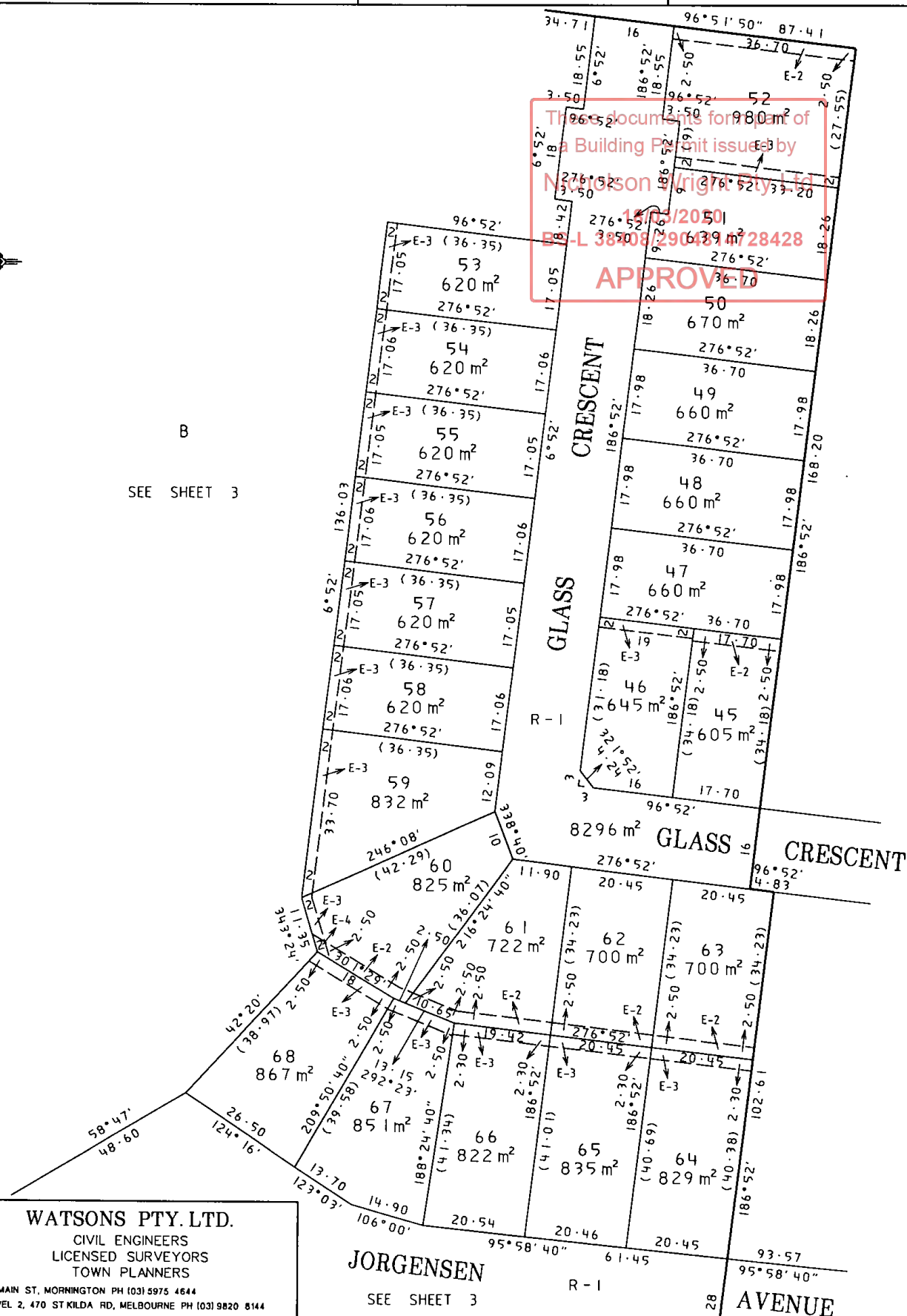
Plan Number

PS 520107G



B

SEE SHEET 3



WATSONS PTY. LTD.

CIVIL ENGINEERS
LICENSED SURVEYORS
TOWN PLANNERS

5 MAIN ST, MORNINGTON PH (03) 5975 4644
LEVEL 2, 470 ST KILDA RD, MELBOURNE PH (03) 9820 8144

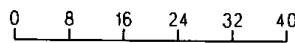
JORGENSEN

SEE SHEET 3

AVENUE

ORIGINAL
SCALE SHEET
1:800 SIZE
A3

SCALE



LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT)

KAI HANSEN

SIGNATURE

DATE 9/10/2003

REF 34312/Stg 1B

VERSION 11

SHEET 2 OF 5 SHEETS

DATE 17/1/2005

COUNCIL DELEGATE SIGNATURE

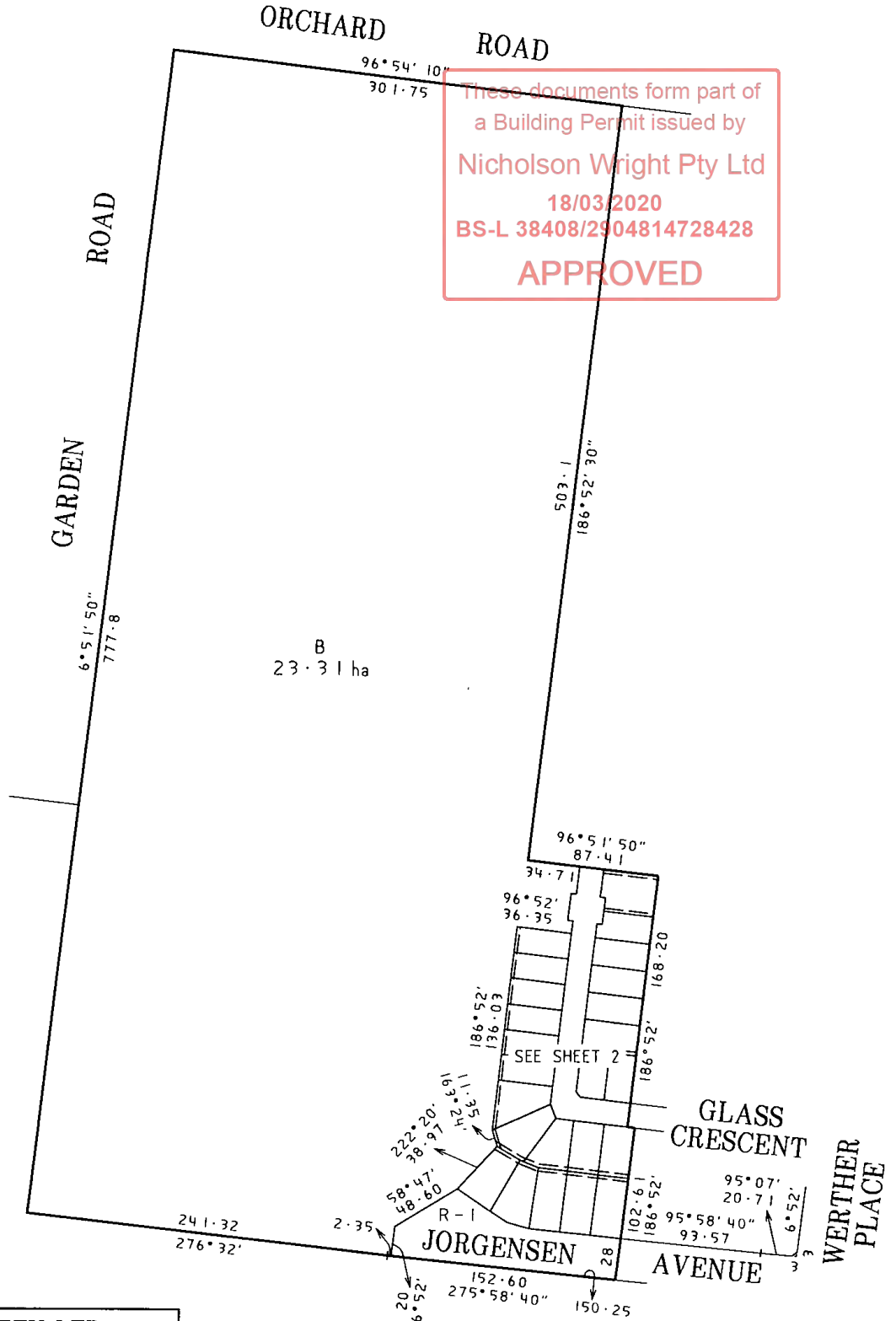
ORIGINAL SHEET SIZE A3

PLAN OF SUBDIVISION

Stage No

Plan Number

PS 520107G

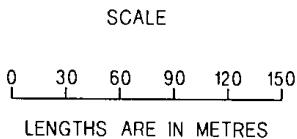


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 CIVIL ENGINEERS
 LICENSED SURVEYORS
 TOWN PLANNERS
 5 MAIN ST, MORNINGTON PH (03) 5975 4644
 LEVEL 2, 470 ST KILDA RD, MELBOURNE PH (03) 9820 8144

ORIGINAL SCALE 1:3000
 SHEET SIZE A3



LICENSED SURVEYOR (PRINT) KAI HANSEN
 SIGNATURE DATE 9/10/2003
 REF 34312/Stg 1B VERSION 11

SHEET 3 OF 5 SHEETS

DATE 17/11/2005
 COUNCIL DELEGATE SIGNATURE
 ORIGINAL SHEET SIZE A3

PLAN OF SUBDIVISION

Stage No

Plan Number

PS 520107G

SUBDIVISION ACT 1988

CREATION OF RESTRICTION

Upon registration of this plan the following restriction is to be created.

Land to benefit: Lot 45 and Lots 47 to 68 (Both Inclusive)

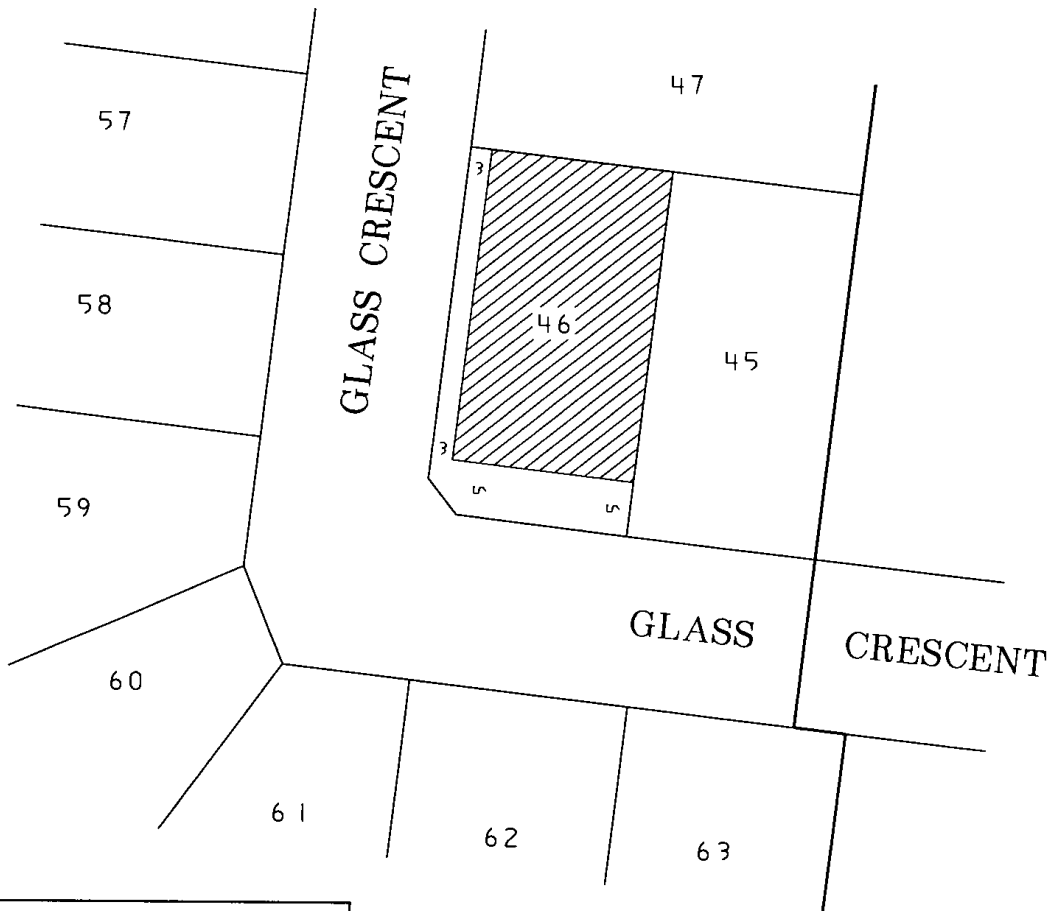
Land to be burdened: Lot 46.

Description of Restriction:

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18/03/2020
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The registered proprietor or proprietors of the lots on this plan of subdivision agree, covenant and shall ensure:

1. That any lot affected by this restriction shall not have built, constructed, or erected any building outside the area shown hatched hereon except for eaves or chimneys not exceeding 450 mm in width.
2. A building on the lots shown hereon must not be constructed unless the setbacks from the side and rear boundaries are in accordance with Regulations 4.9, 4.14 and 4.15 in Part 4 of the Building Regulations 1994.

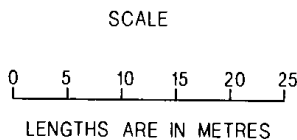


WATSONS PTY. LTD.

CIVIL ENGINEERS
LICENSED SURVEYORS
TOWN PLANNERS

5 MAIN ST, MORNINGTON PH (03) 5975 4644
LEVEL 2, 470 ST.KILDA RD, MELBOURNE PH (03) 9820 8144

ORIGINAL
SCALE SHEET
1:500 SIZE
A3



LICENSED SURVEYOR (PRINT)

KAI HANSEN

SIGNATURE

DATE 9/10/2003

REF 34312/Stg.1B

VERSION 11

SHEET 4 OF 5 SHEETS

DATE 17/1/2005

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

| | | | |
|--|---------------------|---------------|---------------------------|
| | PLAN OF SUBDIVISION | Stage No — | Plan Number PS 520107G |
|--|---------------------|---------------|---------------------------|

SUBDIVISION ACT 1988

CREATION OF RESTRICTION

Upon registration of this plan the following restriction is to be created.

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Land to benefit: Land In This Plan

Land to be burdened: Lots 45 to 68 (Both Inclusive).

Description of Restriction:

The registered proprietor or proprietors of the lots on this plan of subdivision agree, covenant and shall ensure:

1. That not more than one private dwelling house is erected on a lot (together with the usual outbuildings).

SHEET 5 OF 5 SHEETS



WATSONS PTY. LTD.

CIVIL ENGINEERS
LICENSED SURVEYORS
TOWN PLANNERS

5 MAIN ST, MORNINGTON PH.(03) 5975 4644
LEVEL 2, 470 ST KILDA RD, MELBOURNE PH (03) 9820 8144

LICENSED SURVEYOR (PRINT)

KAI HANSEN

SIGNATURE

DATE 9/10/2003

REF 34312/Stg.1B

VERSION 11

DATE 17/11/2005

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

Enquiries: 9217 2259

Your Ref:

19 November 2019

Landata

Landata.online@victorianlrs.com.au

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Nicholson Wright Pty Ltd

18/03/2020

BS-L 38408/2904814728428

APPROVED

**BUILDING REGULATION 51 2 (a) (b) (c) (d) (e) PROPERTY INFORMATION
25 GLASS CRESCENT DOREEN**

Further to your application for property information for the above address I write to advise the following:

Regulation 51 2 (a) (b) (c) (d) (e)*

| | |
|---|-----|
| Flood Prone Area | No |
| Termite Prone Area | No |
| A BAL has been specified in a Planning Scheme | No |
| Alpine Snowfall Prone Area | No |
| Designated Land or Works | No |
| Is an Infrastructure Levy applicable? | Yes |
| <i>If Yes –Please check Council's website for current applicable rate and payment methods</i> | |

*In accordance with the Building regulations, Council no longer designates "bushfire prone areas". This function is now the responsibility of The Minister for Planning who has declared portions of the municipality as designated bushfire prone areas. This mapping is available via www.land.vic.gov.au. The severity of bushfire attack can be determined by a Bushfire Attack Level Assessment (BAL).

Australian Height Datum details relating to any flood areas determined under the Water Act 1989 may be obtained by contacting Melbourne Water on 131722.

ATTENTION: As of 1 November 2008 Council amended its Local Law to include provisions relating to the protection of Council assets whereby a fee is now required, as well as a completed "Schedule 6" form, prior to the commencement of any new domestic building works. Should you have any queries at all about this please contact Council's Local Laws Department on 9217 2100.

NOTE: Point of Discharge Information is provided by the Engineering and Transportation Department, if you would like to check the status of your point of discharge information please email Engineering.Services@whittlesea.vic.gov.au or call 9217 2161 or 9217 2108.

Yours sincerely



**LEO PARENTE
MUNICIPAL BUILDING SURVEYOR**

Council Offices
25 Ferres Boulevard
South Morang VIC 3752

Locked Bag 1
Bundoora MDC VIC 3083

ABN 72 431 091 058

Tel 03 9217 2170
Fax 03 9217 2111
TTY 133 677 (ask for 9217 2170)
Email info@whittlesea.vic.gov.au
www.whittlesea.vic.gov.au

 **Free Telephone Interpreter Service**

| | | | |
|------------|-----------|----------|-----------|
| عربي | 9679 9871 | Hrvatski | 9679 9872 |
| 廣東話 | 9679 9857 | Ελληνικά | 9679 9873 |
| Italiano | 9679 9874 | Türkçe | 9679 9877 |
| Македонски | 9679 9875 | Việt-ngữ | 9679 9878 |
| 普通话 | 9679 9876 | Other | 9679 9879 |



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| Number of Pages (excluding this cover sheet) | 3 | |
| Document Assembled | 17/11/2019 08:51 | |

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TRANSFER OF LAND

Section 45 Transfer of Land Act 1958

Lodged by:
Name: *AKWJKL 2/ASS*
Phone:
Address:



AD457968C
22/02/2005 \$469 45

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a Building Permit issued by

MADE AVAILABLE / CHANGE CONTROL
Nicholson Wright Pty Ltd
18/03/2020
Land Titles Office Use Only
PS-L 38408/2904814728428

Ref:
Customer Code: *866A*

2 x P/A

APPROVED

The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed-

- together with any easements created by this transfer;
- subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer; and
- subject to any easements reserved by this transfer or restrictive covenant contained or covenant created pursuant to statute and included in this transfer.

Land: (volume and folio reference) *PS520107A*
LOT 56 ON PLAN OF SUBDIVISION NO. ~~PS520106A~~ BEING THE LAND MORE PARTICULARLY DESCRIBED IN CERTIFICATE OF TITLE VOLUME 10854 FOLIO 067

Estate and Interest: (e.g. "all my estate in fee simple")
ALL ITS ESTATE AND INTEREST IN FEE SIMPLE

Consideration:
(\$154,000.00) ONE HUNDRED AND FIFTY FOUR THOUSAND DOLLARS

Transferor: (full name)
COMISKEY CORPORATION (VICTORIA) PTY LTD A.C.N. 103 493 803 AND DOREEN HOLDINGS PTY LTD A.C.N 106 477 383

Transferee: (full name and address including postcode)
GEORGE SMITH AND RAYLENE SMITH OF 13 HILL STREET, WHITTLESEA VIC 3757 as *Joint Proprietors*

Directing Party: (full name)

Creation and/or Reservation and/or Covenant :

AND the Transferee with the intention that the benefit of this covenant shall be attached to and run at law and in equity with every lot on Plan of Subdivision No. PS ~~520106A~~ *520107A* (Plan) other than the lot hereby transferred (burdened land) and that the burden of this covenant shall be annexed to and run at law and in equity with the burdened land does hereby for himself his heirs executors administrators and transferees and as a separate covenant covenants with the Transferor and the registered proprietor or proprietors for the time being of every lot on the Plan and every part or parts thereof other than the burdened land hereby transferred that the Transferee his heirs executors administrators and transferees shall not at any time on the burdened land or any part or parts thereof:

- (a) erect, cause or permit to be erected or remain on the burdened land more than one dwelling;
- (b) erect, cause or permit to be erected or remain on the burdened land a garage other than a double garage with slim-line or panel lift doors with accommodation for not less than two motor vehicles;

Continued on T2 Page 2

Approval No: 1765038A
ORDER TO REGISTER
Please register and issue title to

T2

Signed _____ Cust. Code: _____

4900

STAMP DUTY USE ONLY

Original Land Transfer
Stamped with \$4,900.00
Doc ID 1937484, 21 Feb 2005
SRD Victoria Duty, NMMO

* Law Perfect Pty Ltd

cyh
22-2-5

THE BACK OF THIS FORM MUST NOT BE

DAD457968C-1-4

- (c) erect, cause or permit to be erected or remain on the burdened land a dwelling having a floor area (excluding the floor area of a garage or verandah) which is less than the area set out on the table below; or
erect, cause or permit to be erected or remain on the burdened land a dwelling having a setback from the street frontage (excluding a verandah or porch which protrudes up to 0.5 metres onto the frontage setback) which is less than the distance set out on the table below;

| Size of burdened land (measured in square metres) | Minimum floor area of dwelling (measured in square metres) | Minimum setback from street frontage (measured in metres) |
|---|--|---|
| 300 - 440 | 110 | 5.0 |
| 441 - 550 | 150 | 5.0 |
| 551 - 650 | 160 | 5.0 |
| 651 - 750 | 170 | 6.0 |
| 751 - 1000 | 185 | 6.0 |
| 1001 or greater | 195 | 6.0 |

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 18/03/2020
 PL 38408/2904814728428
APPROVED

- (d) erect, cause or permit to be erected or remain on the burdened land a dwelling or structure other than a dwelling or structure with external walls (excluding windows) constructed of materials which include no less than 50% of brick, brick or masonry veneer or a texture coated material approved by the Transferor's delegated design assessment panel;
- (e) erect, cause or permit to be erected or remain on the burdened land a dwelling or structure other than a dwelling or structure with a roof constructed of masonry, terra cotta tiles, Colorbond or colour treated non reflective materials which shall not include materials having uncoloured, galvanized or aluminium finish;
- (f) erect, cause or permit to be erected or remain on the burdened land any fence or wall between the front façade of the dwelling and the title boundary of the street frontage of the burdened land;
- (g) erect, cause or permit to be erected or remain on the burdened land any fence or wall other than a fence or wall which is constructed of timber posts exposed to both sides with timber capping and timber palings and stained with a timber stain;
- (h) erect, cause or permit to be erected or remain on the burdened land any plumbing on the dwelling where it is visible from the street or from parkland;
- (i) erect, cause or permit to be erected or remain on the burdened land a dwelling or any other improvements unless copies of building plans, elevations, site plans, set-back plans and schedule of colours and materials (plans) have been submitted to the Transferor or its delegated design assessment panel and the Transferor or its delegated design assessment panel has given its approval to the plans prior to the commencement of works;
- (j) erect, cause or permit to be erected or remain on the burdened land any siteworks, excavation, filling, fencing or retaining walls without the prior written consent of the Transferor or its delegated design assessment panel;
- (k) park or accommodate or cause or permit to be parked or accommodated on the burdened land for more than four consecutive hours where they can be visible from the street or from parkland any recreation or commercial vehicles including but not limited to utility trucks, vans, boats, caravans or motorcycles;

See annexure page 2 of 2225

Approval No: 1765038A

T2 Page 2



* Law Perfect Pty Ltd

AD457968C
 22/02/2005 \$469 45



THE BACK OF THIS FORM MUST NOT BE USED

ANNEXURE PAGE

Transfer of Land Act 1958

Approved Form A1
Victorian Land Titles Office

This is page 3 of *Approved Form T2* dated _____ between **COMISKEY CORPORATION (VICTORIA) PTY LTD AND DOREEN HOLDINGS PTY LTD AND GEORGE SMITH AND RAYLENE SMITH**
Signatures of the parties

Panel Heading

And in the case of the burdened land having a frontage of two or more streets the street frontage shall be deemed to be the street frontage to which the façade of the dwelling erected on the burdened land shall face;

And these conditions and each of them shall be included in the transfer to the transferee as restrictive covenants to run with the burdened land and to be noted on any certificate of title to be issued pursuant to the transfer as an encumbrance affecting the same and these covenants shall expire six years after the date of registration of the plan of subdivision at the Land Titles Office.

These documents form part of
a Building Permit issued by
Nicholson Builders Pty Ltd
18/03/2020
BS-L-38408/2904814/28428
APPROVED

Dated: 21/2/05

Execution and attestation



Executed by **COMISKEY CORPORATION (VICTORIA) PTY LTD (A.C.N 103 493 803)** by its Attorney Timothy John Robertson under Power of Attorney dated 24 February, 2004 in the presence of:

.....
[Signature]
Timothy John Robertson

.....
[Signature]
(Witness)

386 Hargreaves Street, Bendigo, 3550.

Executed by **DOREEN HOLDINGS PTY LTD PTY LTD (A.C.N 106 477 383)** by its Attorney Timothy John Robertson under Power of Attorney dated 24 February, 2004 in the presence of:

.....
[Signature]
Timothy John Robertson

.....
[Signature]
(Witness)

386 Hargreaves Street, Bendigo, 3550.

Signed by the transferees in the presence of:)
.....
.....
.....

.....
[Signature]
Witness

Approval No: 1641032A

A1



* Law Perfect Pty Ltd

1. If there is insufficient space to accommodate the required information in a panel of the *Approved Form* insert the words "See Annexure Page 2" (or as the case may be) and enter all the information on the Annexure Page under the appropriate panel heading. **THE BACK OF THE ANNEXURE PAGE IS NOT TO BE USED**
2. If multiple copies of a mortgage are lodged, original Annexure Pages must be attached to each.
3. The Annexure Pages must be properly identified and signed by the parties to the *Approved Form* to which it is annexed.
4. All pages must be attached together by being stapled in the top left



CERTIFICATE OF COMPLIANCE FOR PROPOSED BUILDING WORK

This certificate is issued to:

Relevant Building Surveyor: Patrick Richardson DBL 38408
Postal Address: 57 Cochranes Road, Moorabbin VIC 3189

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

Number: Street/Road:
Lot: Suburb/Town:

These documents form part of
a Building Permit issued by

Nicholson Wright Pty Ltd

18/03/2020

BS-L 38408/2904814728428

APPROVED

Nature of proposed building work:

Construction of an Above Ground Swimming Pool Frame

Building Classification:

Part of Building: Swimming Pool - BCA Classification 10b

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:

Drawings Rev: C Prepared by: Structerre Consulting Engineers Job No.100653 Dated: 21/11/18
S-000 S-001 S-002 S-003 S-004 S-005
S-006

Computations: Prepared by: Structerre Consulting Engineers Job No.100653 Dated: 17/01/17

Test Report: Prepared by: VIPAC Plumbing Products Laboratory No. 30P-12-0096-TRP-302903-0 Dated: 03/10/12
Titled: Skimmer Box & Suction Outlet Testing

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

Part 3.2, 3.4 & 3.11 of the NCC 2016 including relevant Australian Standards;

| | | | | |
|-------------------|-------------------|-------------------|----------------|--------------|
| AS/NZ 1170.0-2002 | AS/NZ 1170.1-2002 | AS/NZ 1170.2-2011 | AS 4100-1998 | AS 4055-2012 |
| AS 2870-2011 | AS1684.4-2010 | AS 1684.2-2010 | AS 1720.1-2010 | AS 3600-2009 |
| AS 3700-2011 | AS 4773.1-2015 | AS 4678-2002 | AS 4773.3-2015 | |

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.

Engineer:

Name: Gervase Purich
Address: Level 1, No.115 High Street,
Cranbourne Vic 3977
Email: cranbourne@structerre.com.au
Building practitioner registration
Category and class: Engineer - Civil
Building practitioner registration no.: EC46702
Date of issue of certificate: 23/01/19
Signature:



These documents form part of
a Building Permit issued by
Nicholson Wright Pty Ltd
18/03/2020
BS-L 38408/2904814728428
APPROVED

DRICLAD POOL TECHNOLOGY

PROPOSED STEEL FRAME POOL SHELL

VARIOUS LOCATIONS
AUSTRALIA


| INDEX TO SHEETS | | |
|-----------------|--------------------------------------|----------|
| SHEET | TITLE | REVISION |
| S-000 | COVER SHEET & DRAWING LIST | |
| S-001 | DRICLAD STANDARD POOL GEOMETRIES | |
| S-002 | DRICLAD SQUARE ENDED POOL GEOMETRIES | |
| S-003 | DRICLAD POOL FRAME DETAILS | |
| S-004 | DEEP END OPTION FRAME DETAILS | |
| S-005 | DEEP END OPTION FRAME DETAILS | |
| S-006 | IN-GROUND INSTALLATION OPTION | |
| | | |
| | | |

IMPORTANT NOTE:

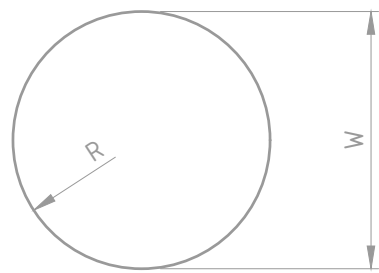
THESE DRAWINGS ARE TO BE READ IN CONJUNCTION WITH THE DRICLAD INSTALLATION MANUAL PROVIDED BY DRICLAD.

IT IS ASSUMED THAT THE INSTALLER OF THE POOL HAS A LEVEL OF FAMILIARITY AND COMPETENCY TO UNDERSTAND AND EXECUTE THE WORKS.

THIS DOCUMENT DOES NOT CONTAIN ANY RECOMMENDATIONS FOR POOL SAFETY BARRIERS. IT IS THE RESPONSIBILITY OF THE HOME OWNER TO ENSURE THAT THEY HAVE SAFETY BARRIERS IN PLACE THAT COMPLIES WITH THE CURRENT AUSTRALIAN STANDARDS PRIOR TO FILLING THE POOL STRUCTURE.

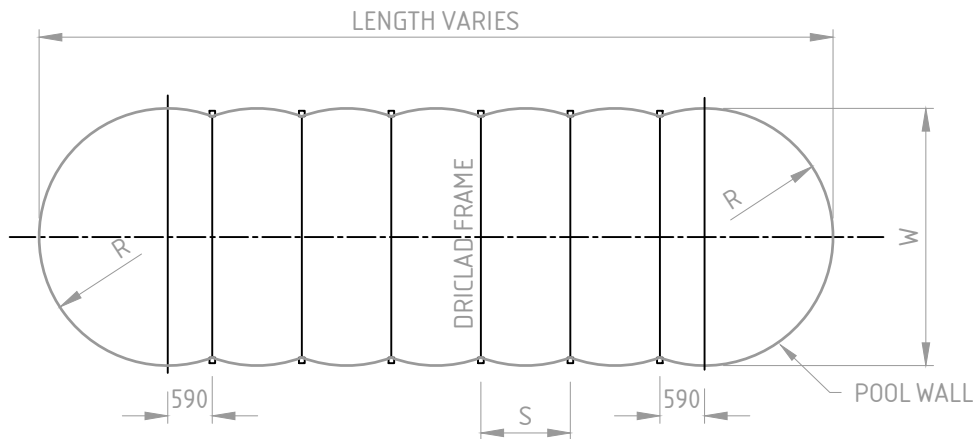
| REV | ENG | DRW | DATE | ISSUE / REVISION | DRAFTED | HAV | PROJECT |  <small>Structerre Consulting Engineers (VIC) Pty. Ltd. (ABN 32 155 811 957) Level 1, No.115 High Street, CRANBOURNE VIC 3977 TEL (03) 5996 2555, FAX (03) 5996 8845, EMAIL cranbourne@structerre.com.au</small> | | | | | |
|-----|-----|-----|----------|----------------------------|------------|----------|---|--|--------|-----------|-------|-----|---|
| A | MA | HAV | 12/07/18 | ISSUED FOR BUILDING PERMIT | ENGINEER | MA | DRICLAD STEEL FRAME POOL VARIOUS LOCATIONS AUSTRALIA | JOB NO. | 100653 | SHEET NO. | S-000 | REV | C |
| B | SB | SF | 02/10/18 | ISSUED FOR BUILDING PERMIT | DATE | 21/11/18 | | | | | | | |
| C | JL | TN | 21/11/18 | ISSUED FOR BUILDING PERMIT | SCALE @ A3 | N/A | | | | | | | |
| | | | | | APPROVED | | TITLE | COVER SHEET | | | | | |

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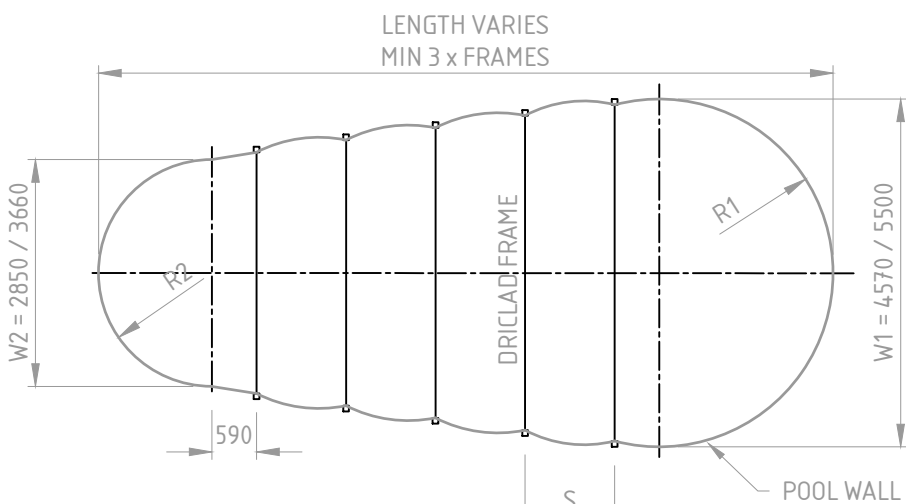
ROUND POOL

SCALE 1:100



OVAL FLOOR PLAN

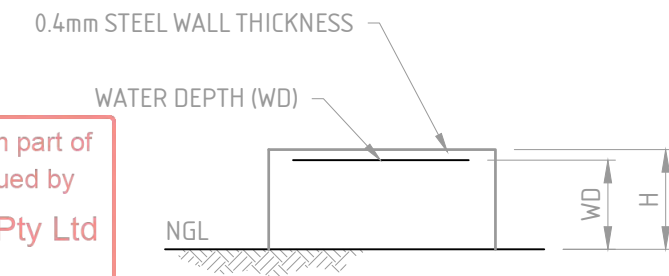
SCALE 1:100



RAINDROP FLOOR PLAN

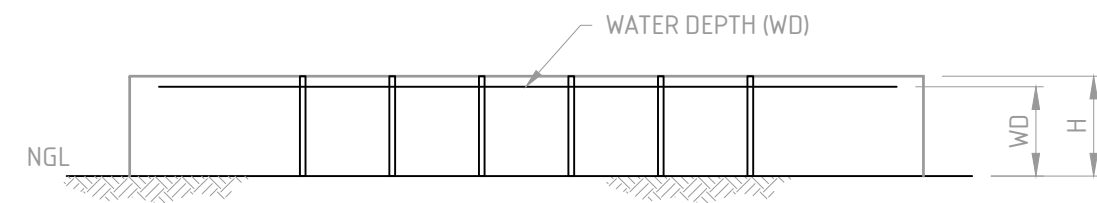
SCALE 1:100

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 18/03/2020
 BS-L 38408/2904814728428
APPROVED



ROUND POOL ELEVATION

SCALE 1:100



MULTI FRAME OVAL POOL ELEVATION

SCALE 1:100

NOTES:

THIS DOCUMENT IS TO BE READ INCONJUNCTION WITH THE RELEVANT SECTIONS OF THE DRICLAD INSTALLATION INSTRUCTIONS. WHEN IN DOUBT OF THE INSTALLATION METHOD DRICLAD SHOULD BE CONSULTED.

POOL BASE NOTES:

- POOL BASE IS TO BE ON NATURAL SOIL & CLEAR OF ANY ORGANIC MATERIAL SUCH AS GRASS OR TREE ROOTS
- ENSURE GROUND AROUND OUTSIDE OF THE POOL DRAINS AWAY FROM THE POOL STRUCTURE
- POOL BASE MUST BE LEVEL
- GROUND BEARING CAPACITY UNDER POOL IS TO BE 80kPa

POOL CONSTRUCTION DETAIL

| WALL HEIGHT 'H' | WATER DEPTH 'WD' | DRICLAD FRAME SPACING 'S' | WIDTH OPTIONS 'W' mm | MAX POOL LENGTH |
|-------------------------------|-------------------------------|---|---|-------------------------------------|
| 1320 (SHALLOW) 1920 (DEEP) | 1180 (SHALLOW) 1780 (DEEP) | 1180 (FRESH WATER) 1140 (SALT WATER) | 2850, 3660, 4570, 5500 ROUND & RAIN DROP ONLY | 25m (AS SPECIFIED BY DRICLAD) |

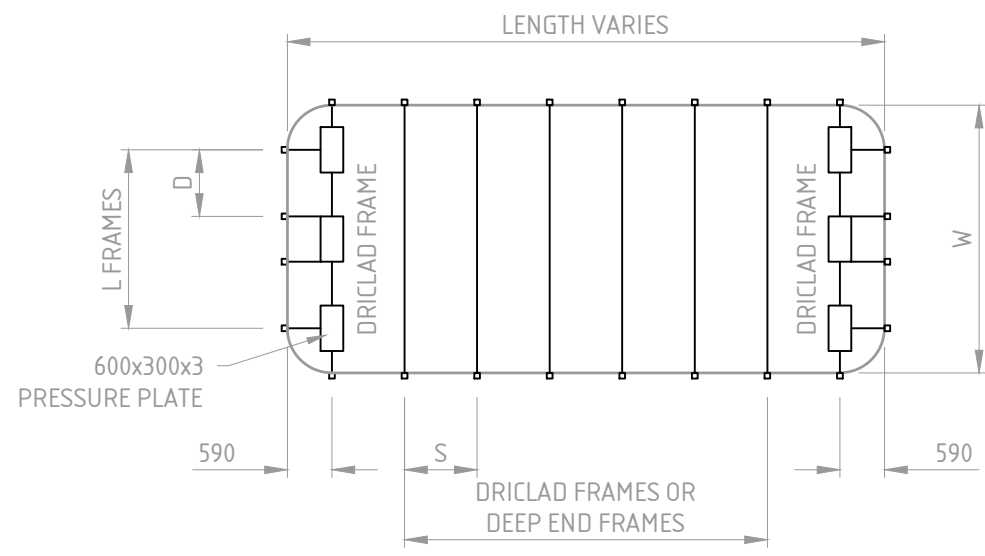
| REV | ENG | DRW | DATE | ISSUE / REVISION | DRAFTED | HAV |
|-----|-----|-----|----------|----------------------------|------------|----------|
| A | MA | HAV | 12/07/18 | ISSUED FOR BUILDING PERMIT | ENGINEER | MA |
| B | SB | SF | 02/10/18 | ISSUED FOR BUILDING PERMIT | DATE | 21/11/18 |
| C | JL | TN | 21/11/18 | ISSUED FOR BUILDING PERMIT | SCALE @ A3 | N/A |
| | | | | | APPROVED | |

| | |
|---------|---|
| PROJECT | DRICLAD STEEL FRAME POOL VARIOUS LOCATIONS |
| TITLE | DRICLAD STANDARD POOL GEOMETRIES |

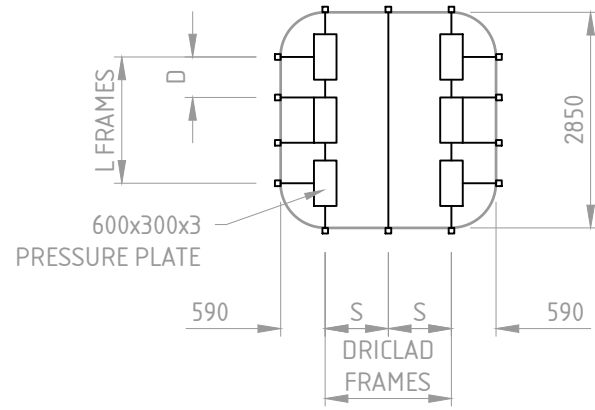
Structerre Consulting Engineers (VIC) Pty. Ltd. (ABN 32 155 811 957)
 Level 1, No.115 High Street, CRANBOURNE VIC 3977
 TEL (03) 5996 2555, FAX (03) 5996 8845, EMAIL cranbourne@structerre.com.au

| | | | | | |
|---------|--------|-----------|-------|-----|---|
| JOB NO. | 100653 | SHEET NO. | S-001 | REV | C |
|---------|--------|-----------|-------|-----|---|

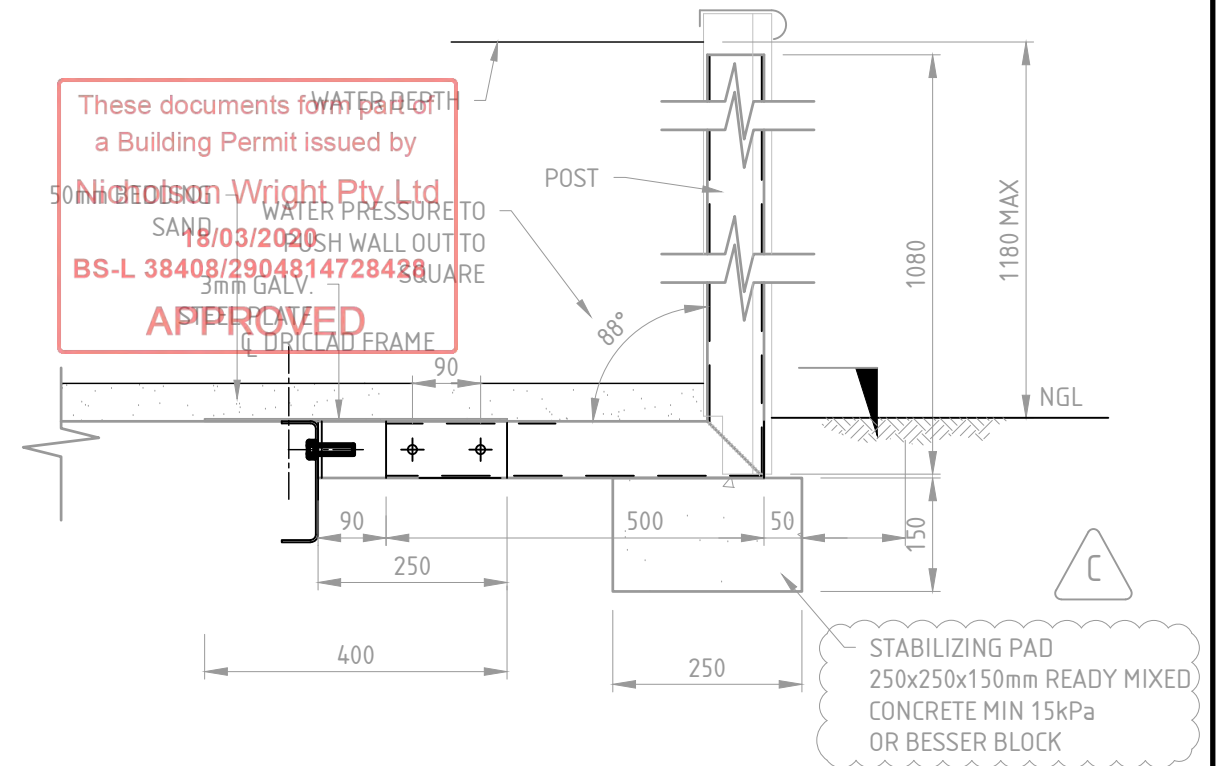
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LAP / RECTANGLE POOL
SCALE 1:100



SQUARE POOL
SCALE 1:100



DRICLAD FRAME ASSEMBLY DETAILS
SQUARE END
SCALE 1:10

REFER TO DRAWING S-003 FOR L FRAME DETAILS
REFER TO DRAWING S-004 FOR DRICLAD FRAME DETAILS
REFER TO DRAWINGS S-005, S-006 FOR DEEP END FRAME DETAILS

NOTES:
THIS DOCUMENT IS TO BE READ IN CONJUNCTION WITH THE RELEVANT SECTIONS OF THE DRICLAD INSTALLATION INSTRUCTIONS.

POOL CONSTRUCTION DETAIL

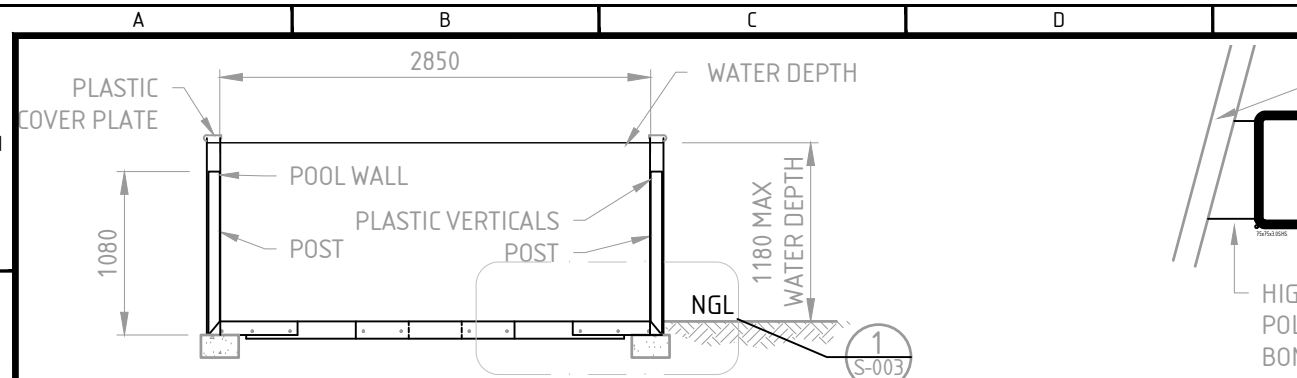
| WALL HEIGHT | NOM. WATER DEPTH | FRAME SPACING 'S' | | FRAMING SPACING 'D' | | WIDTH OPTIONS | MAX POOL LENGTH |
|-------------|------------------|-------------------|------------|---------------------|------------|---------------|-----------------|
| | | FRESH WATER | SALT WATER | FRESH WATER | SALT WATER | | |
| 'H' | 'WD' | | | | | W | Metres |
| 1320 | 1180 | 1180 | 1140 | 590 | 570 | 2850,3660 | 25 |

| REV | ENG | DRW | DATE | ISSUE / REVISION | DRAFTED | HAV | PROJECT |
|-----|-----|-----|----------|----------------------------|------------|----------|---|
| A | MA | HAV | 12/07/18 | ISSUED FOR BUILDING PERMIT | ENGINEER | MA | DRICLAD STEEL FRAME POOL VARIOUS LOCATIONS |
| B | SB | SF | 02/10/18 | ISSUED FOR BUILDING PERMIT | DATE | 21/11/18 | |
| C | JL | TN | 21/11/18 | ISSUED FOR BUILDING PERMIT | SCALE @ A3 | N/A | |
| | | | | | APPROVED | | AUSTRALIA |
| | | | | | | | TITLE |
| | | | | | | | DRICLAD SQUARE ENDED POOL GEOMETRIES |
| | | | | | | | JOB NO. |
| | | | | | | | 100653 |
| | | | | | | | SHEET NO. |
| | | | | | | | S-002 |
| | | | | | | | REV |
| | | | | | | | C |

STRUCterre
consulting engineers

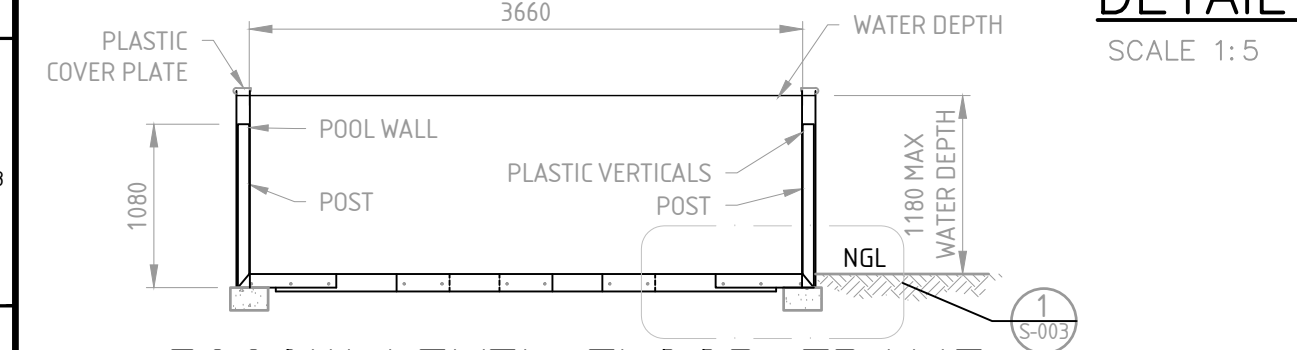
Structerre Consulting Engineers (VIC) Pty. Ltd. (ABN 32 155 811 957)
Level 1, No.115 High Street, CRANBOURNE VIC 3977
TEL (03) 5996 2555, FAX (03) 5996 8845, EMAIL cranbourne@structerre.com.au

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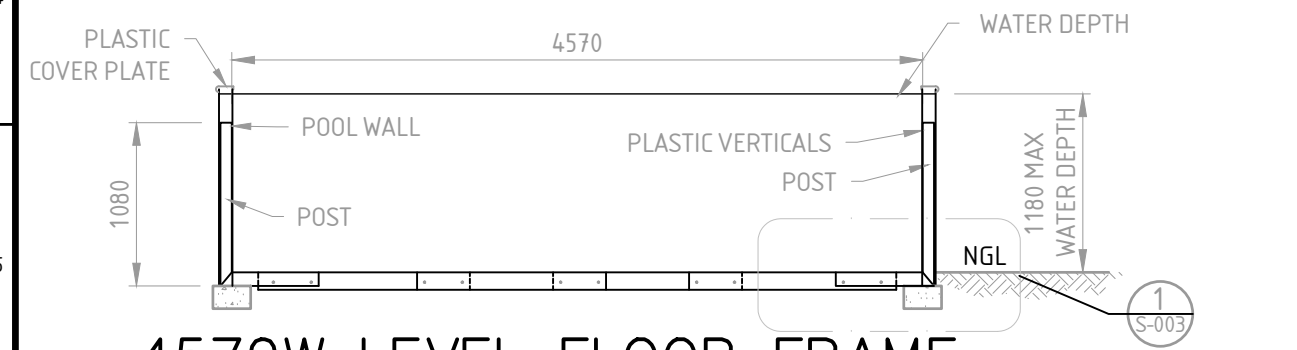
2850W LEVEL FLOOR FRAME

SCALE 1: 50



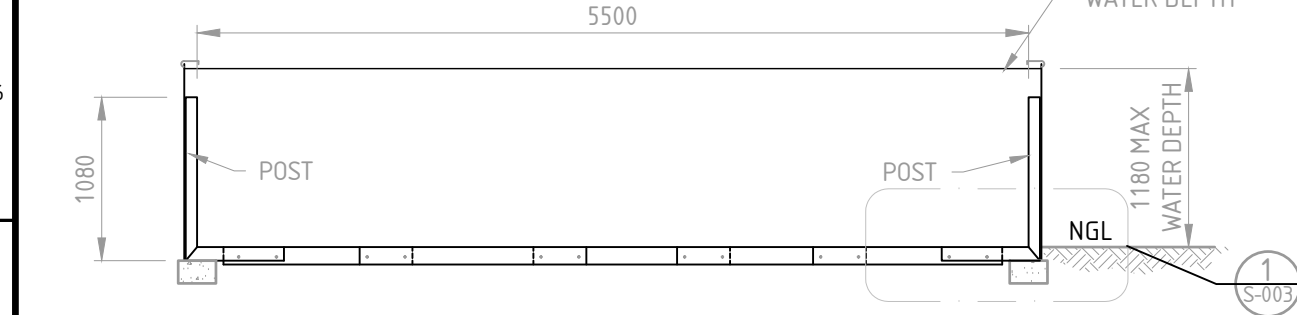
3660W LEVEL FLOOR FRAME

SCALE 1: 50



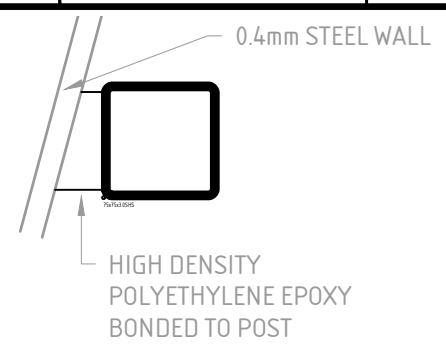
4570W LEVEL FLOOR FRAME

SCALE 1: 50



5500W LEVEL FLOOR FRAME

SCALE 1: 50

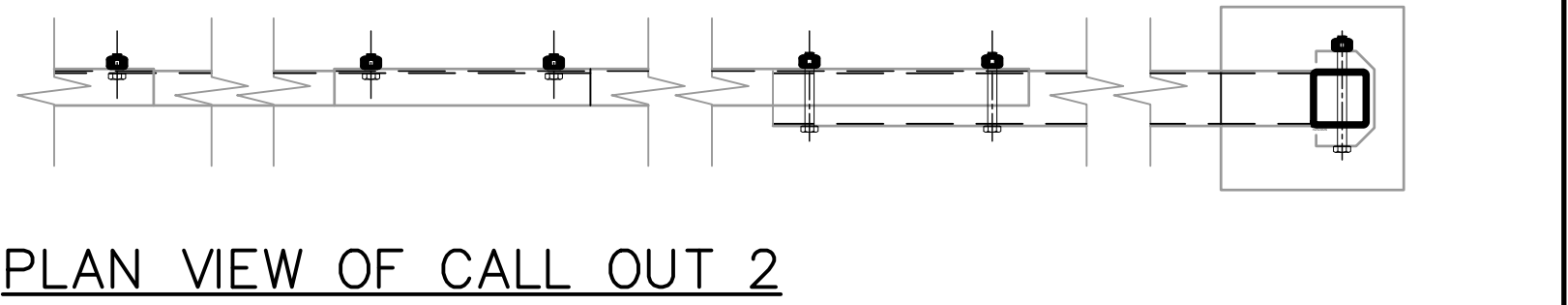
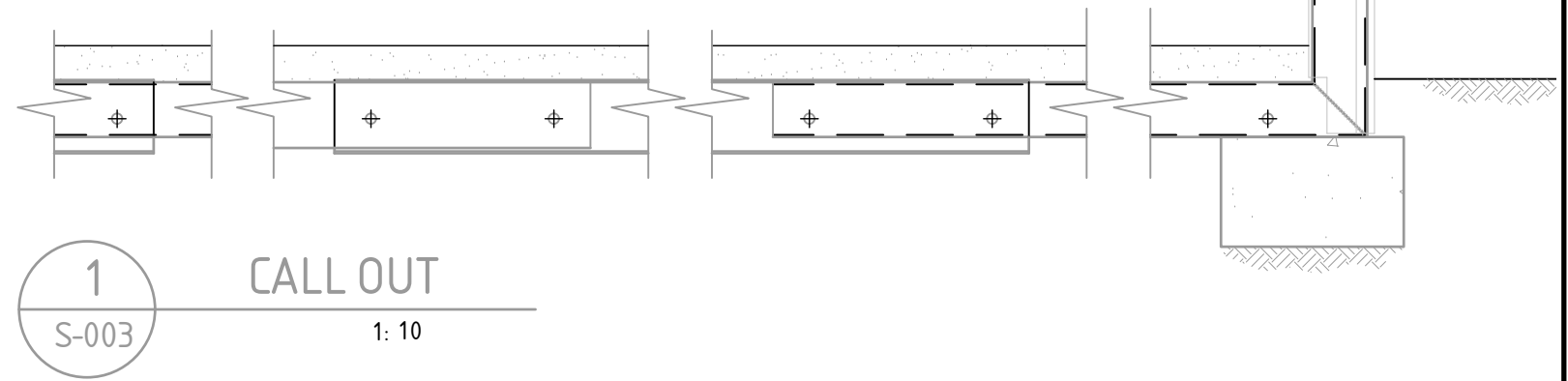


RAIN DROP DETAIL AT POST

SCALE 1: 5

REFER TO DRAWINGS S-001 FOR POOL GEOMETRY

These documents form part of a Building Permit issued by
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 18/03/2020
 BS-L 38408/2904814728428
APPROVED



PLAN VIEW OF CALL OUT 2

SCALE 1: 10

| POOL CONSTRUCTION MEMBER SCHEDULE | | |
|-----------------------------------|------------------------|----------|
| MARK | MEMBER | COMMENTS |
| POST | 75 x 75x 3.0 SHS | - |
| JOINER FEMALE | 100 x 50 x 2.9 CHANNEL | - |
| JOINER MALE | 90 x 48 x 2.9 CHANNEL | - |

- NOTES:**
- L POST TO BE GRADE 450 SHS, GALVANISED INSIDE & OUTSIDE OF POST, WELD IN CORNER TO BE FULL PENETRATION BUTT WELD, WELD TO BE COLD GALVANISED.
 - JOINER CHANNELS TO BE GRADE 300 STEEL, HOT DIPPED GALVANISED
 - ALL BOLTS TO BE M12 GALVANISED
 - THIS DOCUMENT IS TO READ INCONJUNCTION WITH THE RELEVANT SECTIONS OF THE DRICLAD INSTALLATION INSTRUCTIONS
 - HOT DIPPED GALVANISING TO BE CARRIED OUT IN ACCORDANCE WITH AS4680

| REV | ENG | DRW | DATE | ISSUE / REVISION | DRAFTED | HAV |
|-----|-----|-----|----------|----------------------------|------------|----------|
| A | MA | HAV | 12/07/18 | ISSUED FOR BUILDING PERMIT | ENGINEER | MA |
| B | SB | SF | 02/10/18 | ISSUED FOR BUILDING PERMIT | DATE | 21/11/18 |
| C | JL | TN | 21/11/18 | ISSUED FOR BUILDING PERMIT | SCALE @ A3 | N/A |
| | | | | | APPROVED | |

| | |
|---------|--|
| PROJECT | DRICLAD STEEL FRAME POOL VARIOUS LOCATIONS |
| TITLE | DRICLAD SHALLOW END POOL FRAME DETAILS |

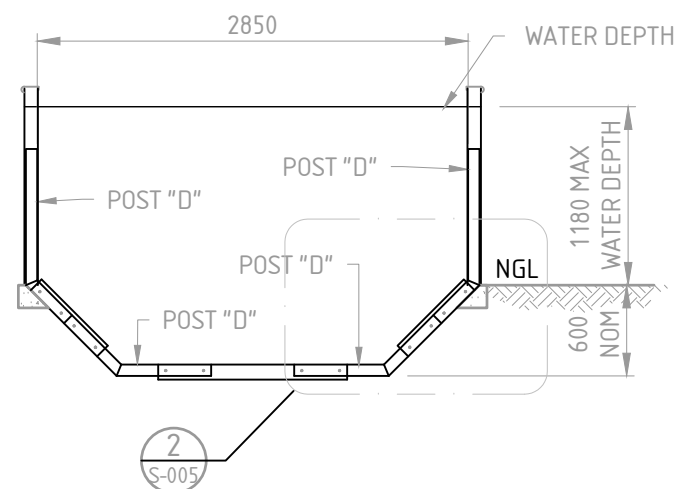
STRUCterre
 consulting engineers

StrucTerre Consulting Engineers (VIC) Pty. Ltd. (ABN 32 155 811 957)
 Level 1, No.115 High Street, CRANBOURNE VIC 3977
 TEL (03) 5996 2555, FAX (03) 5996 8845, EMAIL cranbourne@strucTerre.com.au

AUSTRALIA

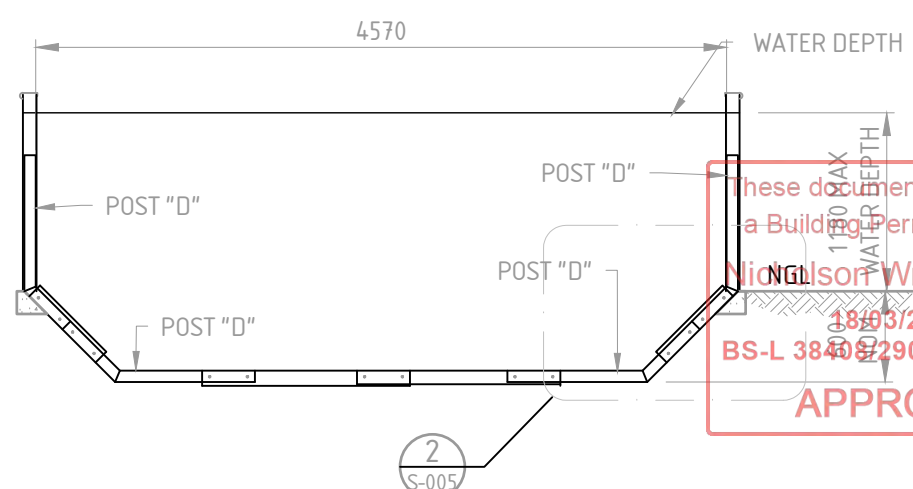
| | | | | | |
|---------|--------|-----------|-------|-----|---|
| JOB NO. | 100653 | SHEET NO. | S-003 | REV | C |
|---------|--------|-----------|-------|-----|---|

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2850W/1780 DEEP END FRAME

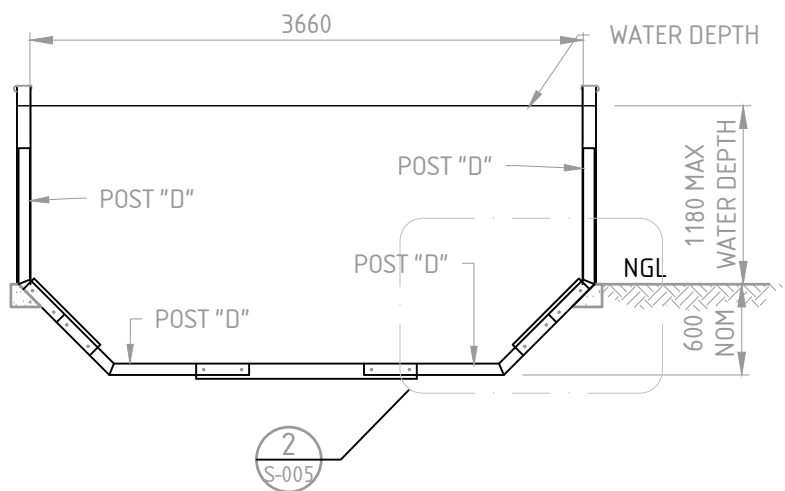
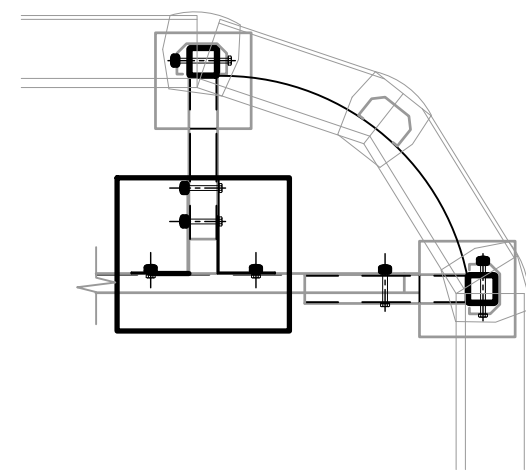
SCALE 1:50



4570W/1780 DEEP END FRAME

SCALE 1:50

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 18/03/2020
 BS-L 384082904814728428
APPROVED



3660W/1780 DEEP END FRAME

SCALE 1:50

- NOTES:**
1. L POST TO BE GRADE 450 SHS, GALVANISED INSIDE & OUTSIDE OF POST, WELD IN CORNER TO BE FULL PENETRATION BUTT WELD, WELD TO BE COLD GALVANISED.
 2. JOINER CHANNELS TO BE GRADE 300 STEEL, HOT DIPPED GALVANISED
 3. ALL BOLTS TO BE M12 GALVANISED
 4. THIS DOCUMENT IS TO READ INCONJUNCTION WITH THE RELEVANT SECTIONS OF THE DRICLAD INSTALLATION INSTRUCTIONS
 5. HOT DIPPED GALVANISING TO BE CARRIED OUT IN ACCORDANCE WITH AS4680

REFER TO DRAWINGS S-001, S-002, S-003 FOR POOL GEOMETRY
 REFER TO DRAWING S-005, S-006 FOR ELEVATIONS & DEEP END ASSEMBLY DETAILS

| POOL CONSTRUCTION MEMBER SCHEDULE | | |
|-----------------------------------|------------------------|----------|
| MARK | MEMBER | COMMENTS |
| POST "D" | 75 x 75x 3.0 SHS | - |
| JOINER FEMALE | 100 x 50 x 2.9 CHANNEL | - |
| JOINER MALE | 90 x 48 x 2.9 CHANNEL | - |

| REV | ENG | DRW | DATE | ISSUE / REVISION | DRAFTED | HAV |
|-----|-----|-----|----------|----------------------------|------------|----------|
| A | MA | HAV | 12/07/18 | ISSUED FOR BUILDING PERMIT | ENGINEER | MA |
| B | SB | SF | 02/10/18 | ISSUED FOR BUILDING PERMIT | DATE | 21/11/18 |
| C | JL | TN | 21/11/18 | ISSUED FOR BUILDING PERMIT | SCALE @ A3 | N/A |
| | | | | | APPROVED | |

PROJECT
 DRICLAD STEEL FRAME POOL
 VARIOUS LOCATIONS

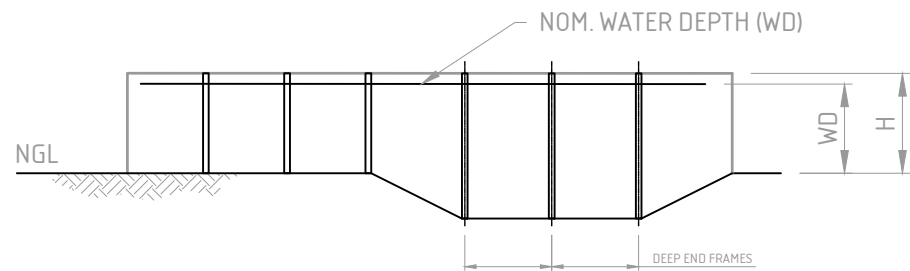
AUSTRALIA

TITLE
 DEEP END OPTION
 FRAME DETAILS

StrucTerre Consulting Engineers (VIC) Pty. Ltd. (ABN 32 155 811 957)
 Level 1, No.115 High Street, CRANBOURNE VIC 3977
 TEL (03) 5996 2555, FAX (03) 5996 8845, EMAIL cranbourne@strucTerre.com.au

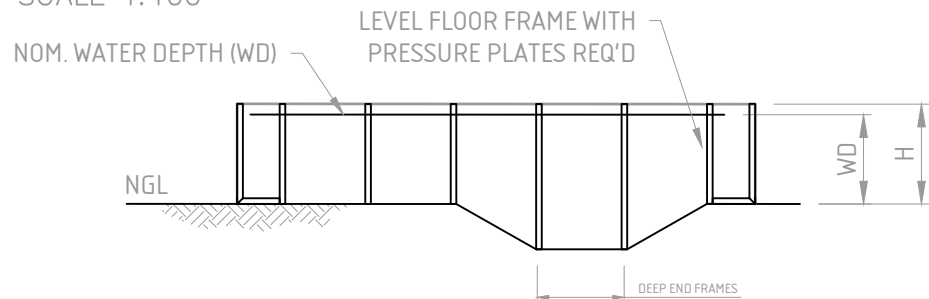
JOB NO. 100653 SHEET NO. S-004 REV C

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MULTI FRAME OVAL POOL ELEVATION

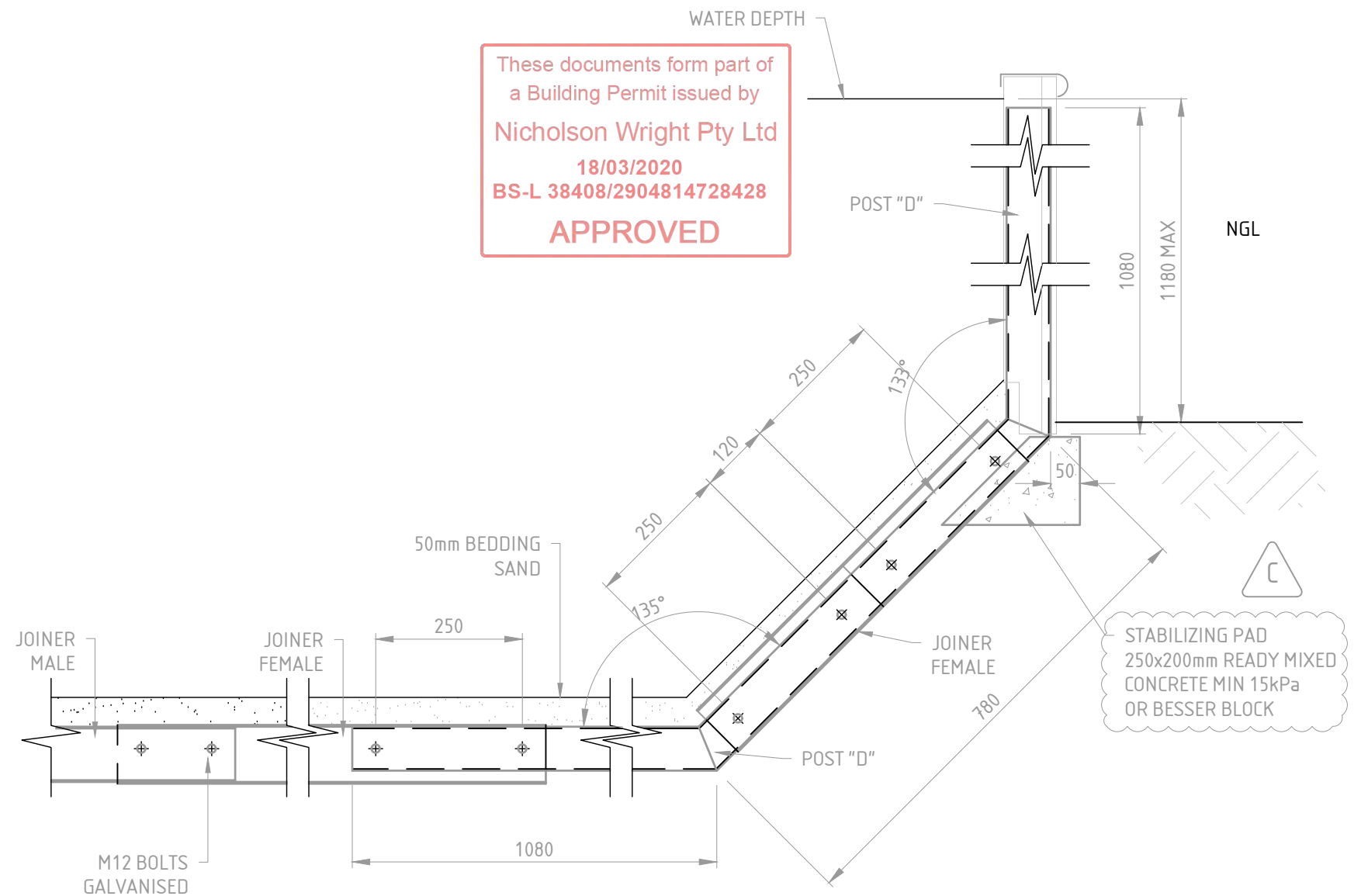
SCALE 1:100



MULTI FRAME SQUARE END ELEVATION

SCALE 1:100

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Nicholson Wright Pty Ltd
18/03/2020
BS-L 38408/2904814728428
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2 CALL OUT
S-004 1:10

DEEP END ASSEMBLY DETAILS

| REV | ENG | DRW | DATE | ISSUE / REVISION | DRAFTED | HAV |
|-----|-----|-----|----------|----------------------------|------------|----------|
| A | MA | HAV | 12/07/18 | ISSUED FOR BUILDING PERMIT | ENGINEER | MA |
| B | SB | SF | 02/10/18 | ISSUED FOR BUILDING PERMIT | DATE | 21/11/18 |
| C | JL | TN | 21/11/18 | ISSUED FOR BUILDING PERMIT | SCALE @ A3 | N/A |
| | | | | | APPROVED | |

| | |
|---------|---|
| PROJECT | DRICLAD STEEL FRAME POOL VARIOUS LOCATIONS |
| TITLE | DEEP END OPTION FRAME DETAILS |

STRUCterre
consulting engineers

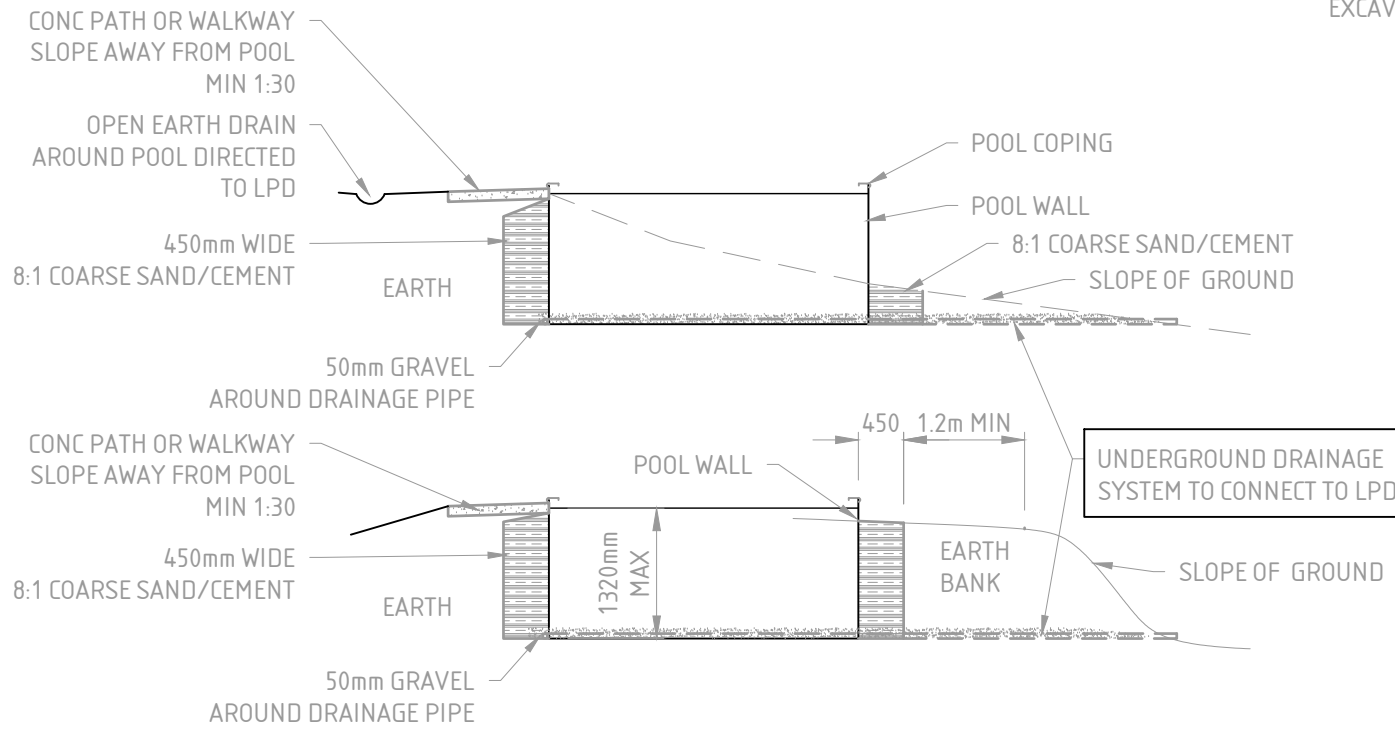
Structerre Consulting Engineers (VIC) Pty. Ltd. (ABN 32 155 811 957)
Level 1, No.115 High Street, CRANBOURNE VIC 3977
TEL (03) 5996 2555, FAX (03) 5996 8845, EMAIL cranbourne@structerre.com.au

AUSTRALIA

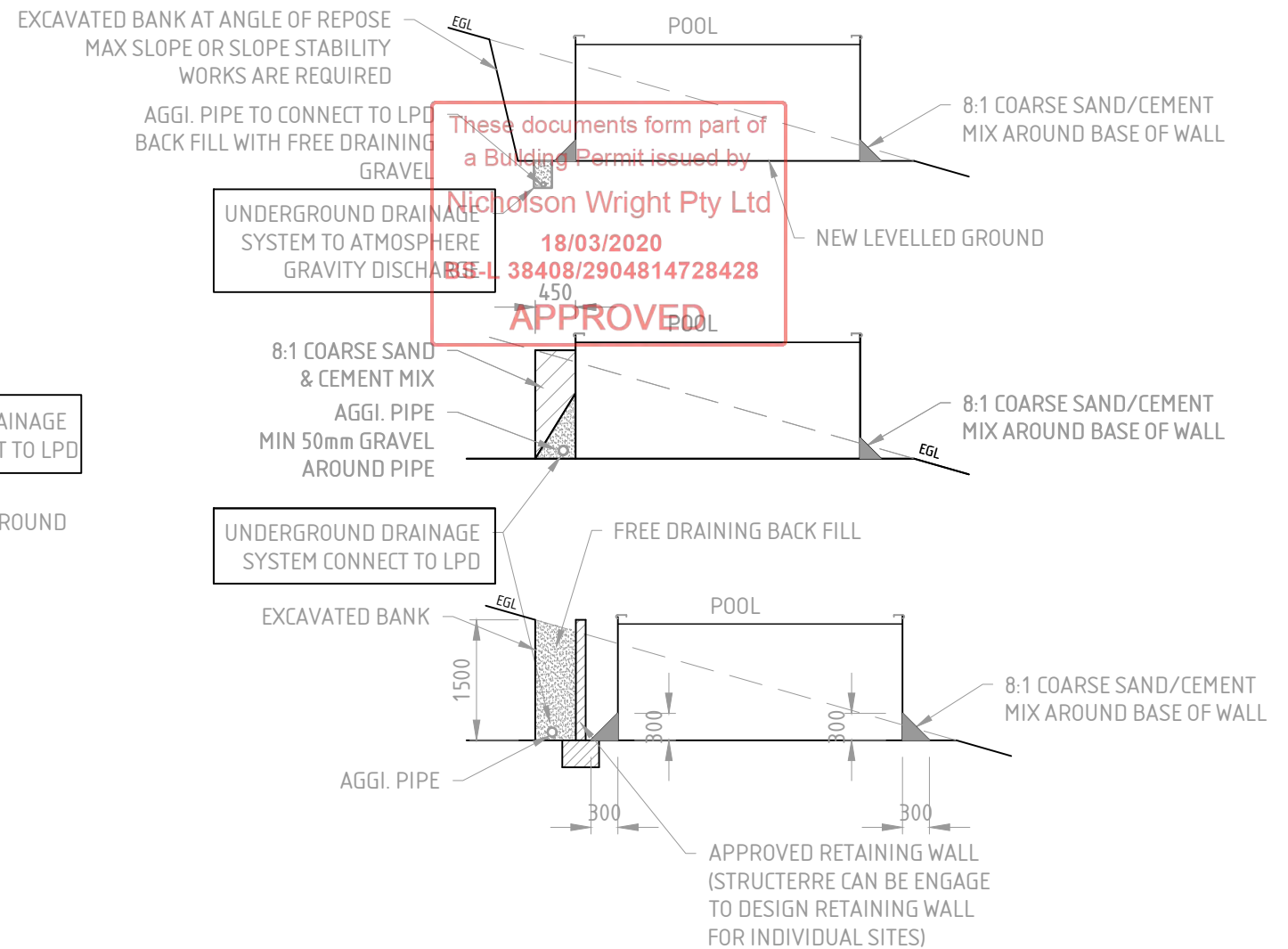
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|---------|--------|-----------|-------|-----|---|
| JOB NO. | 100653 | SHEET NO. | S-005 | REV | C |
|---------|--------|-----------|-------|-----|---|

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POOL IN GROUND



POOL IN GROUND - SLOPING SITES RECOMMENDATIONS



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NOTES:


1. ANY EXISTING STRUCTURE, RETAINING WALLS OR SLOPING BANKS ADJACENT POOL, WHERE POOL IS IN GROUND, SHOULD BE ASSESSED FOR STABILITY BY A SUITABLY QUALIFIED ENGINEER.
2. MINIMUM BEARING CAPACITY OF THE GROUND UNDER THE POOL IS TO BE 80kPa. PRIOR TO BACKFILLING WITH SAND/CEMENT MIX, THE POOL IS TO BE FULL OF WATER FOR ONE DAY. PRIOR TO BACK FILLING CHECK FOR ANY LEAKS
3. WALLS TO BE BACKFILLED WITH 8:1 COARSE SAND/CEMENT MIX. USE ONLY SUFFICIENT WATER TO HOLD MIX TOGETHER. DO NOT OVER MOISTEN THE MIX. POOL IS TO REMAIN FULL DURING BACK FILLING PROCEDURE. POOL IS TO REMAIN FULL FOR 28 DAYS AFTER BACKFILL.
4. AGGI PIPE TO BE CONTINUOUS AND SLOPED TO FREE OUTLET.
5. WHERE THE POOLS IS INSTALLED ON FLAT GROUND WITH NO POSSIBILITY OF GRAVITY DRAINAGE, THE DRAINAGE SYSTEM SHOULD HAVE AN UPSTAND PIPE FOR INSPECTION OF GROUND WATER LEVEL PRIOR TO EMPTYING THE POOL. POOL SHOULD NOT BE EMPTIED IF GROUND WATER IS PRESENT AS THIS MAY DAMAGE THE POOL COMPONENTS.

IN GROUND INSTALLATION

WHEN ANY PART OF THE POOL IS INSTALLED BELOW THE FINISHED GROUND LEVEL, THE POOL WALL MUST BE MAINTAINED IN A STABLE CONDITION BY SUB-SOIL DRAINAGE. NO SURCHARGE LOAD HAS BEEN TAKEN INTO ACCOUNT IN THE DESIGN OF THIS EARTH RETAINING STRUCTURE. IT IS HIGHLY RECOMMENDED THAT NO ADDITIONAL WEIGHT IS PLACED WITHIN 2m OF THE EDGE OF THE POOL WHEN THE POOL IS EMPTY.

| REV | ENG | DRW | DATE | ISSUE / REVISION | DRAFTED | HAV |
|-----|-----|-----|----------|----------------------------|------------|----------|
| A | MA | HAV | 12/07/18 | ISSUED FOR BUILDING PERMIT | ENGINEER | MA |
| B | SB | SF | 02/10/18 | ISSUED FOR BUILDING PERMIT | DATE | 21/11/18 |
| C | JL | TN | 21/11/18 | ISSUED FOR BUILDING PERMIT | SCALE @ A3 | N/A |
| | | | | | APPROVED | |

| | |
|---------|---|
| PROJECT | DRICLAD STEEL FRAME POOL VARIOUS LOCATIONS |
| TITLE | IN-GROUND INSTALLATION OPTION |



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Level 1, No.115 High Street, CRANBOURNE VIC 3977
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|---------|--------|-----------|-------|-----|---|
| JOB NO. | 100653 | SHEET NO. | S-006 | REV | C |
|---------|--------|-----------|-------|-----|---|

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PROJECT : Steel Pool Frame Engineering
CLIENT : Driclad Pool Technology Pty Ltd
ADDRESS : Varies

DATE : 17-Jan-17
ENGINEER : SB
BS-L 38408/2904814728428
PAGE : 1 of 11
JOB No. : 100653

REFERANCE CODES

- AS 1170.0** General Principles
- AS 1170.1** Structural Design Actions
- AS 1170.2** Wind Actions
- AS 1684** Residential timber framing code
- AS 1720** Timber structures
- AS 2870** Residential slabs & footings
- AS 3600** Concrete Structures
- AS 3633** Private Swimming Pools - Water Quality
- AS 3700** Masonry structures
- AS 3735** Concrete Structures for retaining liquids
- AS 4100** Steel structures
- AS 4600** Cold-formed Steel Structures
- AS 4773** Masonry for small buildings

These computations have been prepared to indicate design intent. Where appropriate and necessary, shop drawings describing the detailed construction proposals shall be prepared and submitted to the Design Engineer for approval. These computations must be reproduced in full and not altered in any way.

ENGINEER : Stuart Bridger
 B.Eng. (Civil)

CHECKER : Mario Aiezza
SUPERVISOR :

Check Round Pool

Check largest diameter round pool, as that will result in the largest tensile force in the wall. Round Pools do not have any support frames

Design Data

Water Depth = 1.18m Pool Radius = 5.5m Pool Wall Thickness (t) = 0.4mm

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Calculations

F= Circumferential Force P=Internal Pressure σ_{θ} = hoop stress r=radius

l = axial length of cylinder

$$\sigma_{\theta} = F / (t \times l) \quad \sigma_{\theta} = (P \times r) / t \quad T = F / l$$

$$\sigma_{\theta} = F / (t \times l) = (P \times r) / t \quad \therefore F / l = P \times r = T$$

$$\text{Water pressure} = 9.81 \times 1.18 = 11.58 \text{ kN/m} \quad \therefore \text{average pressure} = 9.81 \text{ kN/m}^2$$

Tension in Wall

$$T^* = 9.81 \times 5.5 = 54 \text{ kN}$$

Wall Capacity

Pool wall is grade 300 steel

$$\Theta N_T = 0.9 \times 0.4 \times 1.18 \times 300 = 127.4 \text{ kN} \quad \therefore \text{Accept}$$

Check Join in Wall

Pool Wall Fixed by 62 M6 Bolts, 2 rows equally spaced down pool wall

$$\Theta V_b = 0.6 \times C \times d_f \times t \times f_u$$

$$= 0.6 \times 3 \times 6 \times 0.4 \times 430 = 1.86 \text{ kN}$$

$$\therefore \text{Pool wall capacity} = 1.86 \times 62 = 115.17 \text{ kN} \quad \therefore \text{Accept}$$

For Same reason either end of rain drop pool & oval pool do not need frames

Check Oval / Raindrop Pool Frames

Check Shallow End Frame

Check largest & smallest width tanks. All other widths of support frame will be considered acceptable. Pool Widths vary from 2.85m (min) to 5.5m (max)

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Design Data

Water Depth = 1.18m Uprights - 75 x 3 SHS

Calculations

Hydrostatic Pressure = 0 kN/m (at the top of the wall)

$$= 9.81\text{kN/m} \times 1.18\text{m} = 11.58 \text{ kN/m (at the base of the wall)}$$

Load on Base Channel = $0.075 \times 1.18 \times 9.81 = 0.87\text{kN/m}$

Import Frame into "Space Gass" software (See Next page for Results)

Results

Pool Deflection - $16.67\text{mm} \times 1.18 = 19.67\text{mm}$ outwards (5.5m wide frame)

$$- 30.97\text{mm} \times 1.18 = 36.54\text{mm}$$
 outwards (2.85 wide frame)

Although there is no deflection criteria for a structure of this type calculation have been done as a guide only. It should be noted that the post is weld at 88 degrees to the base as such after hydrostatic pressure the resultant lateral displacement is 4mm inwards (2.85 wide unit) or 22mm outwards (5.5m wide unit) . This is deemed acceptable

Bending moment on the uprights

$$M^* = 2.69 \text{ kN.m/m} \times 1.18 = 3.17 \text{ kN.m}$$

$\Theta M_b = 9.10 \text{ kN.m}$ 75 x 3 SHS grade 450

Moment @ bolted connection = $2.18 \text{ kN.m/m} \times 1.18 = 2.57 \text{ kN.m}$

Leaver arm (spacing b/w bolts) = 250mm

Bolt Shear capacity = 15.1 kN

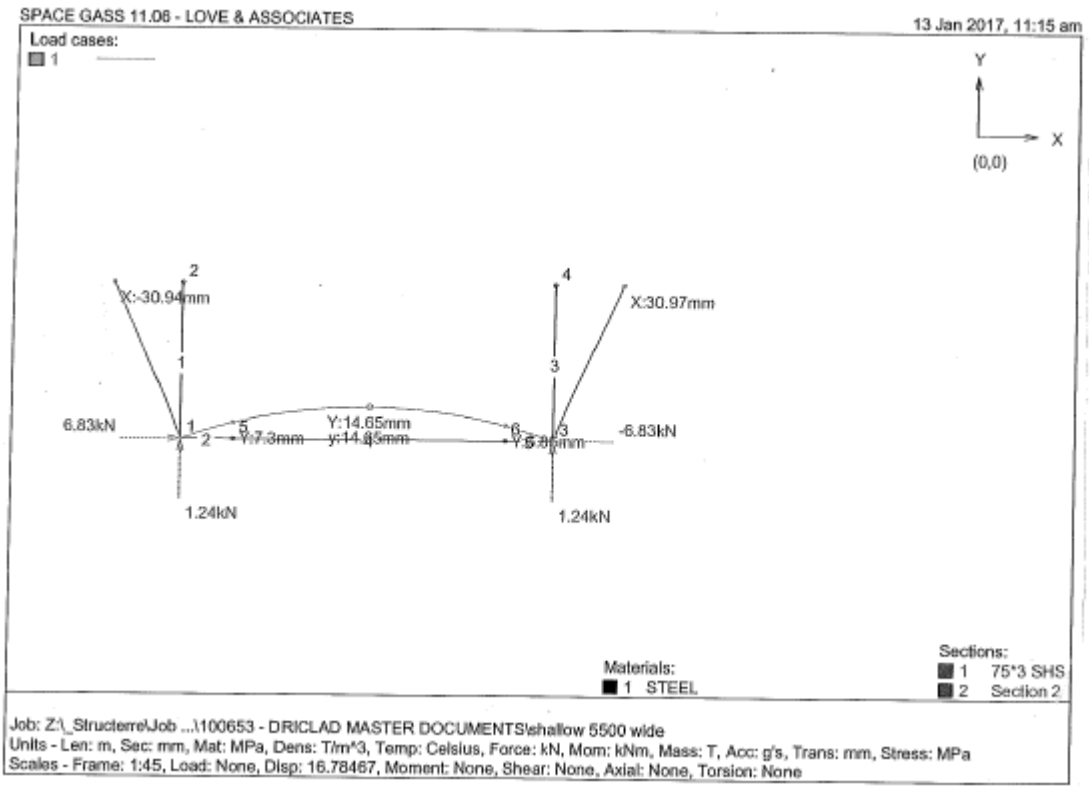
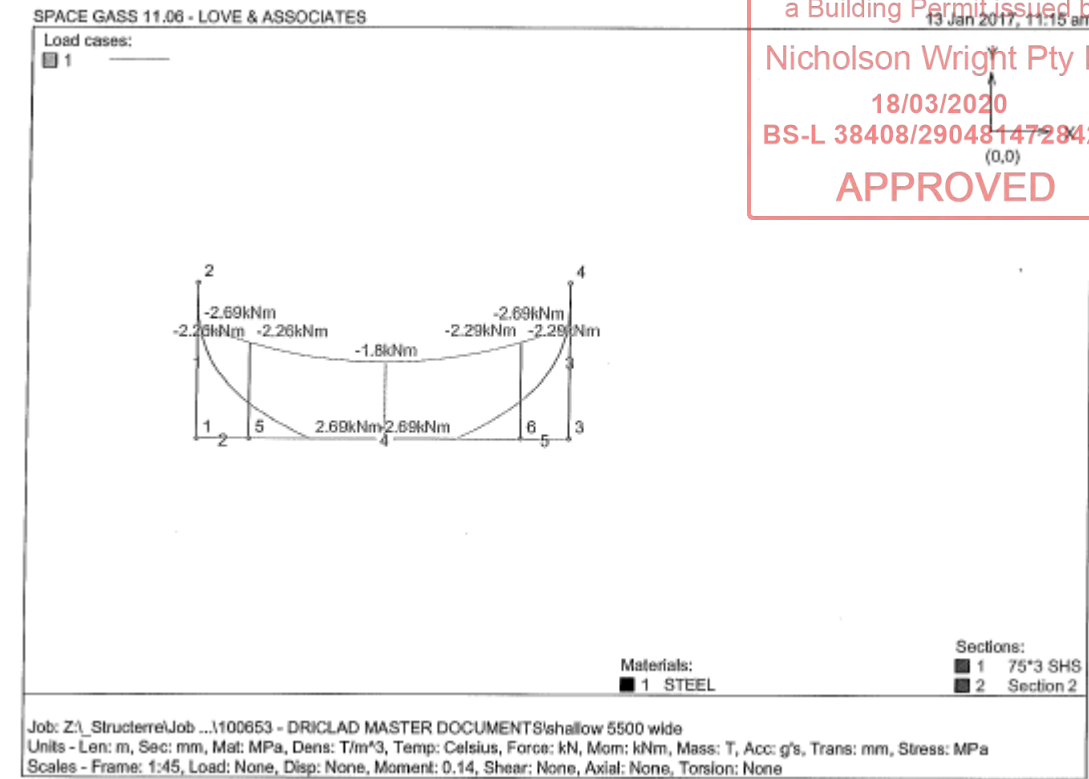
$$\Theta V_b = 0.6 \times C \times d_f \times t \times f_u$$

$$= 0.6 \times 3 \times 12 \times 2.9 \times 430 = 26.94 \text{ kN}$$

$$15.1 \times 0.25 = 3.78 \text{ kN.m} > 2.57 \text{ kN.m} \quad \therefore \text{Accept}$$

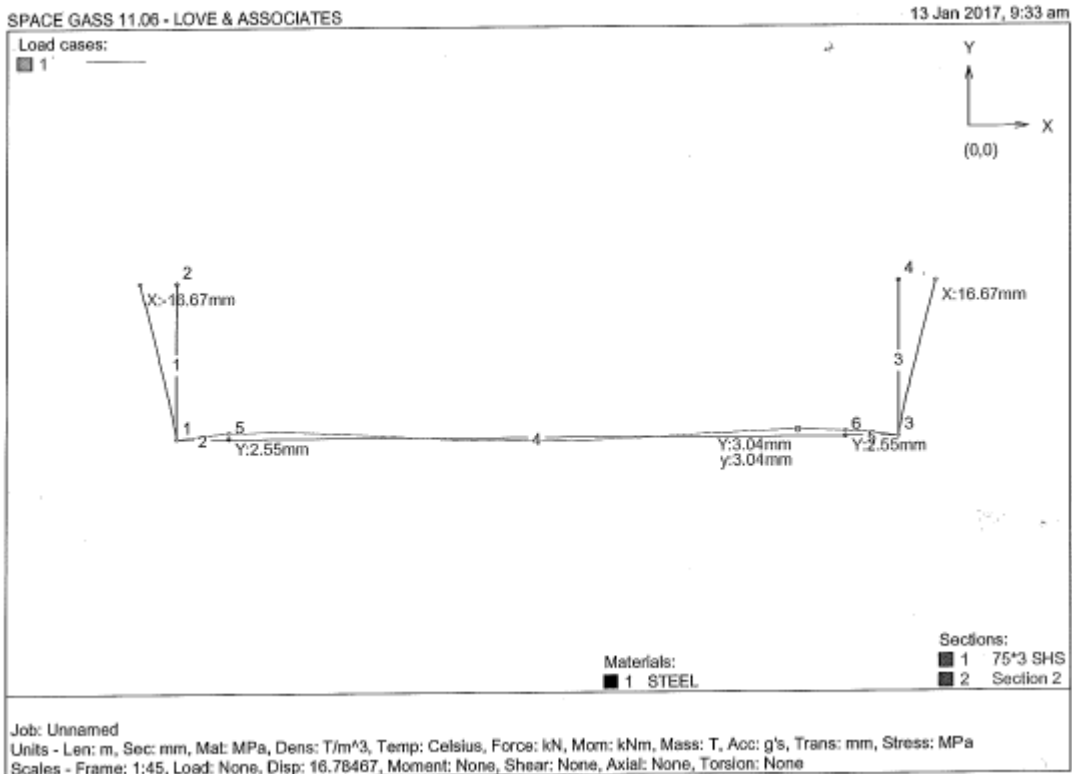
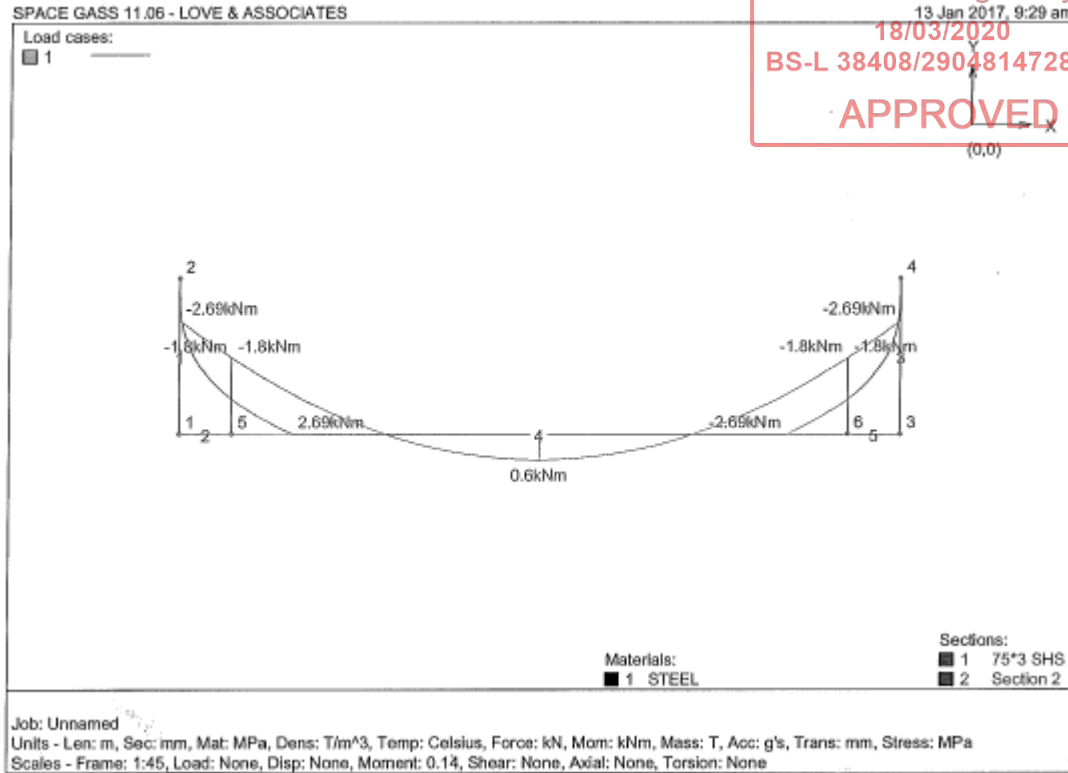
SPACE GASS RESULTS shallow frame 2.85m wide

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SPACE GASS RESULTS shallow frame 5.50m wide

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Check Oval / Raindrop Pool Frames

Check Deep End Frame

Check largest & smallest width tanks. All other widths of support frame will be considered acceptable. Pool Widths vary from 2.85m (min) to 4.66m (max)

Design Data

Water Depth = 1.78m Uprights - 75 x 3 SHS

Calculations

Hydrostatic Pressure = 0 kN/m (at the top of the wall)

$$= 9.81\text{kN/m} \times 1.18\text{m} = 11.58 \text{ kN/m (at top of 45 degree bend in wall)}$$

$$= 9.81\text{kN/m} \times 1.78\text{m} = 17.46 \text{ kN/m (at base of 45 degree bend in wall)}$$

Lateral Earth Pressure = $0.33 \times 17.5 \times 0.6 = 3.47 \text{ kN/m (at base of 45 degree bend in wall)}$

Load on Base Channel = $0.075 \times 1.18 \times 9.81 = 0.87\text{kN/m}$

Import Frame into "Space Gass" software (See Next page for Results)

Results

Pool Deflection - $10.11\text{mm} \times 1.18 = 11.93\text{mm}$ outwards (4.66m wide frame)

$$- 9.49\text{mm} \times 1.18 = 11.20\text{mm}$$
 outwards (2.85 wide frame)

This is deemed acceptable

Bending moment on the uprights

$$M^* = 2.69 \text{ kN.m /m} \times 1.18 = 3.17 \text{ kN.m}$$

$\Theta_{M_b} = 9.10 \text{ kN.m}$ 75 x 3 SHS grade 450

Moment @ bolted connection = $0.8 \text{ kN.m/m} \times 1.18 = 0.94\text{kN.m}$

Leaver arm (spacing b/w bolts) = 250mm

Bolt Shear capacity = 15.1 kN

$$\Theta_{V_b} = 0.6 \times C \times d_f \times t \times f_u$$

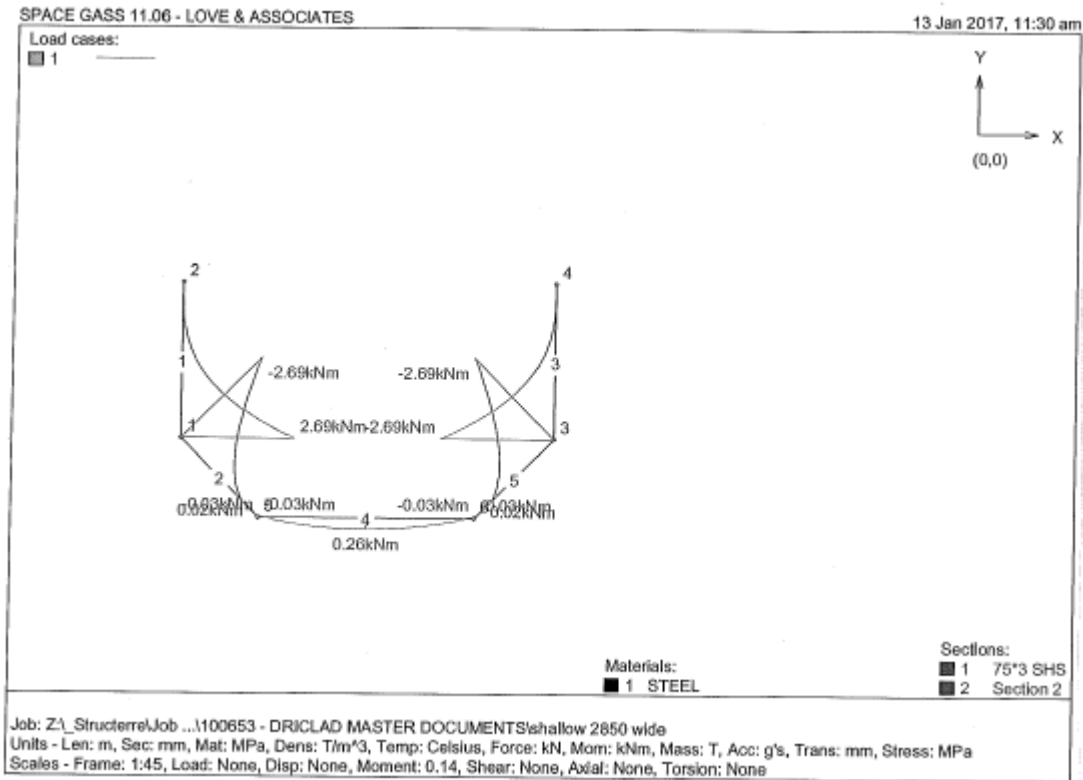
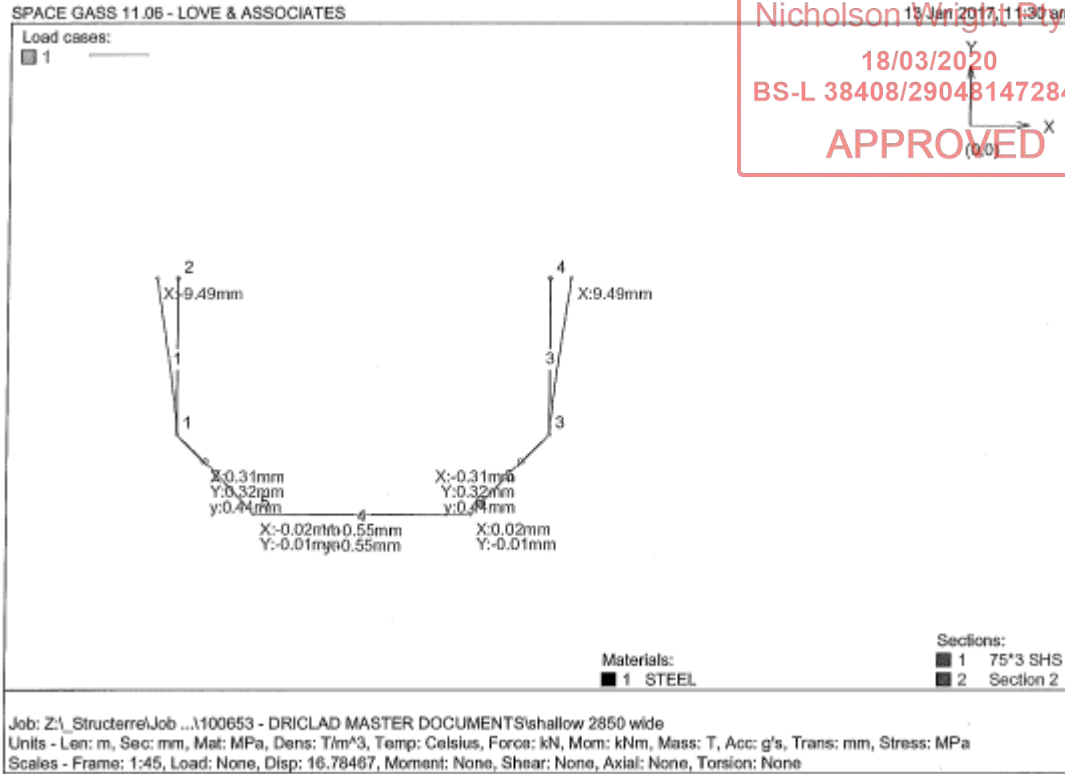
$$= 0.6 \times 3 \times 12 \times 2.9 \times 430 = 26.94 \text{ kN}$$

$$15.1 \times 0.25 = 3.78 \text{ kN.m} > 0.94 \text{ kN.m} \quad \therefore \text{Accept}$$



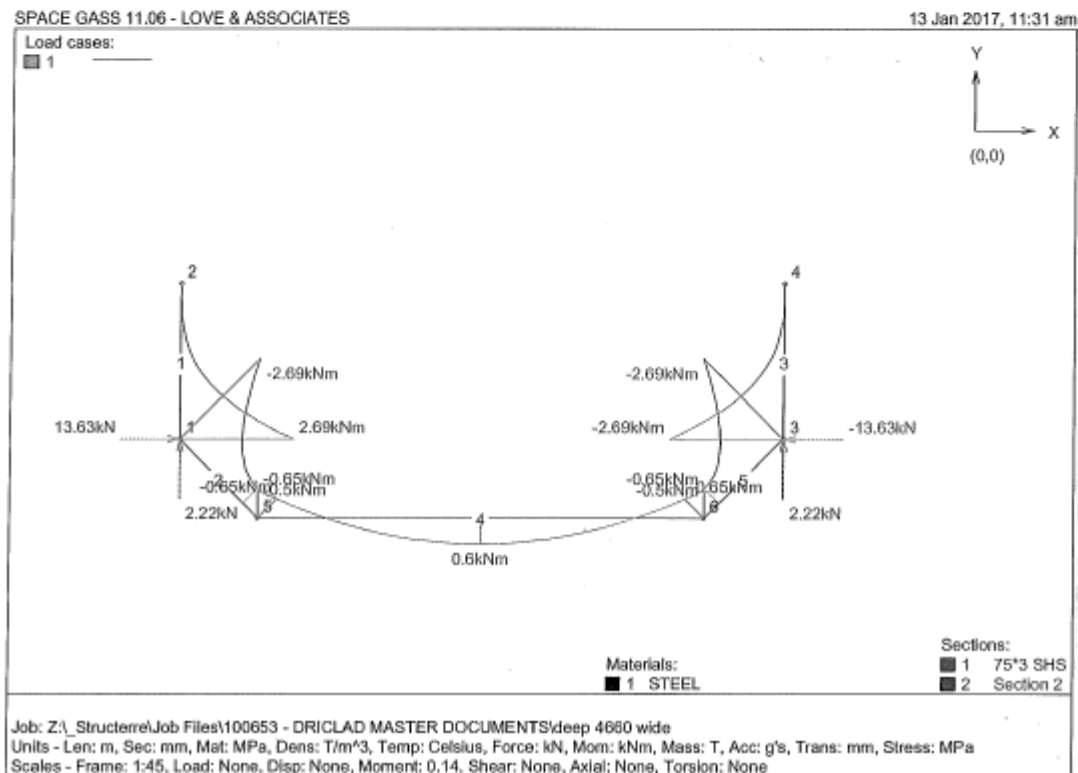
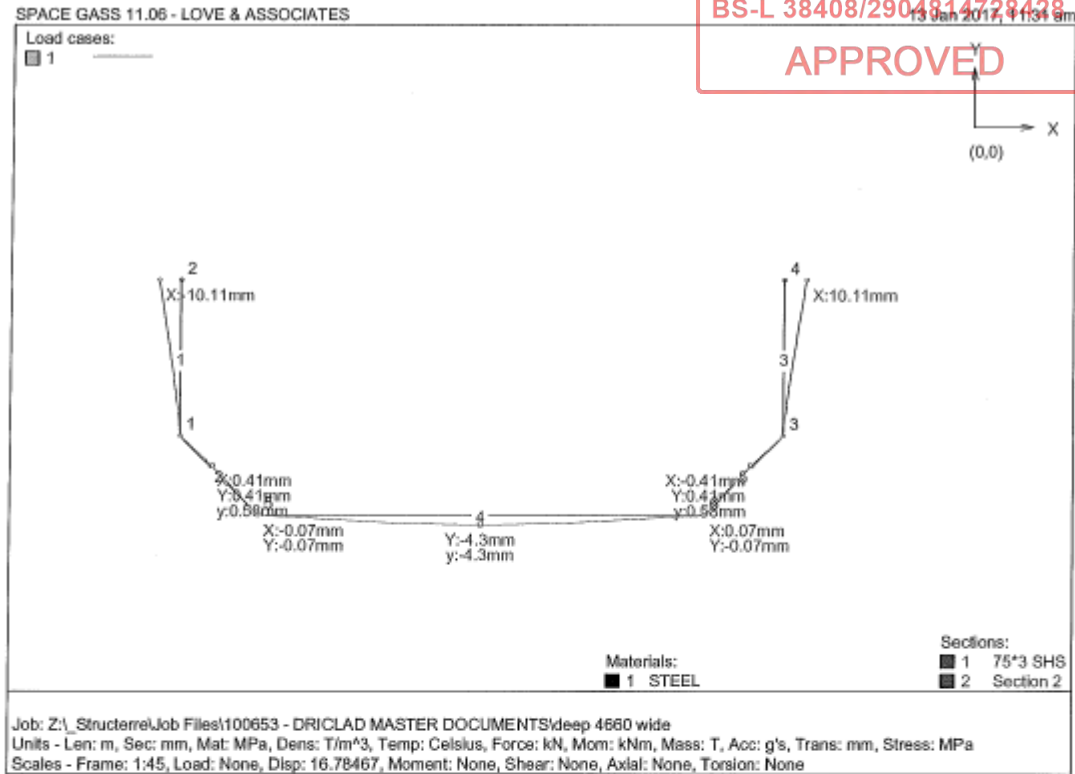
SPACE GASS RESULTS deep frame 2.85m wide

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SPACE GASS RESULTS deep frame 4.57 wide

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Check Footing

Largest Reaction from "Space Gass" = 2.22 kN

Footing Size = 250mm Squared

Footing capacity with 80kPa bearing = 5 kN . . . **Accept**

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Check in Ground Mass Retaining Wall

Design Data

Retaining Wall Height – 1320mm

Assumed Soil Conditions

$K_a = 0.42$, $\gamma = 18.5 \text{ kN/m}^3$, No pore water pressure, No surcharge load

Calculations

Overturning Moment due to Lateral Earth Pressure

$$M_{\text{overturning}} = 1/6 \times 0.42 \times 18.5 \times 1.32^3 = 2.98 \text{ kN.m}$$

$$M_{\text{resist}} = 20 \times 0.45 \times 1.32 \times 0.45/2 = 2.71 \text{ kN.m}$$

Steel Frame will provide some resistance to overturning moment. As the difference between the overturning moment and the resisting moment are minor it is assumed that the capacity of the frame will be enough to account for the minor difference.

Check Square End Frame

Design Data

Water Depth = 1.18m Uprights - 75 x 3 SHS

Calculations

Hydrostatic Pressure = 0 kN/m (at the top of the wall)

$$= 9.81 \text{ kN/m} \times 1.18 \text{ m} = 11.58 \text{ kN/m (at the base of the wall)}$$

Load on Base Channel = $0.075 \times 1.18 \times 9.81 = 0.87 \text{ kN/m}$

Import into "SpacGass"

Check Pressure Pad

Resistance to up lift = $0.6 \times 0.3 \times 1.180 \times 10 = 2.12 \text{ kN} < 2.95 \text{ kN}$ ∴ remaining load exerts onto Channel sections

$$2.95 - 2.12 = 0.83 \text{ kN @ 590 spacing} = 1.41 \text{ kN/m} - 0.87 \text{ kN/m} = 0.54 \text{ kN/m}$$

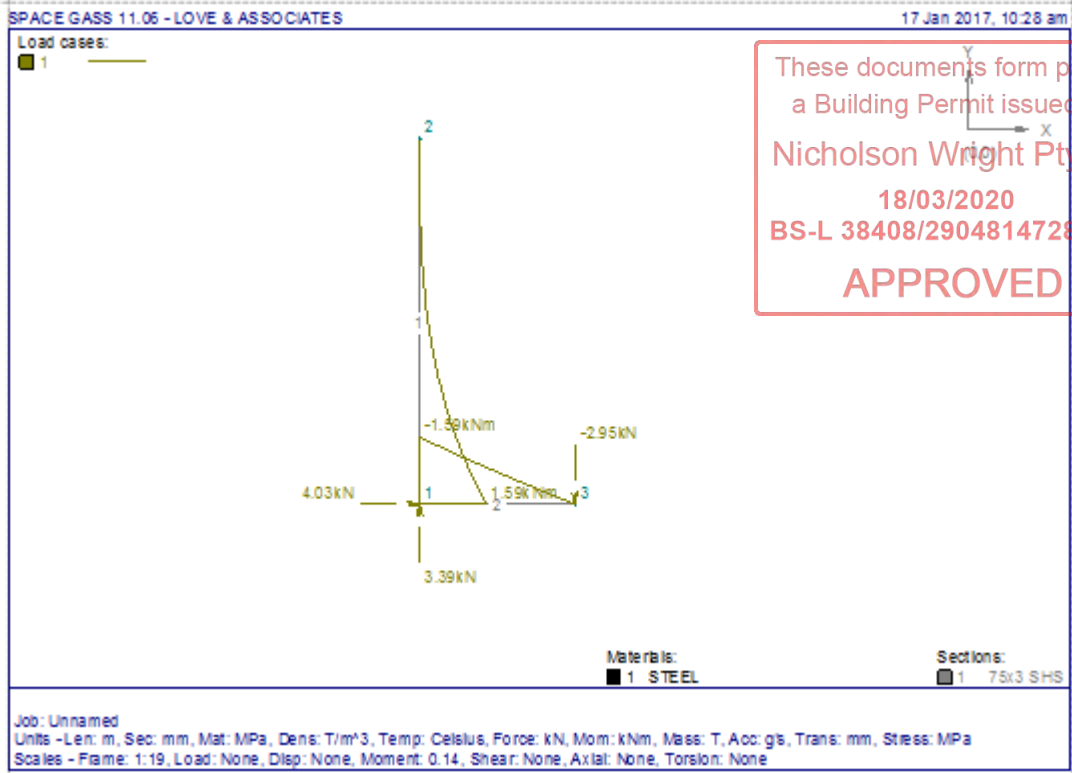
Bending moment on 3.66m wide pool

$$M^* = 0.54 \times 3.66^2 / 8 = 0.90 \text{ kN.m}$$

Capacity of 90x48x2.9 Channel, grade 300

$$\Theta M_b = 14.9 \times 300 \times 0.9 = 4.023 \text{ kN.m} > 0.9 \text{ kN.m} \quad \therefore \text{Accept}$$

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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:

Number: Street/Road:
Lot: Suburb/Town:

Nature of proposed building work:

Construction of a Swimming Pool

Building Classification:

Part of Building: Swimming Pool - BCA Classification 10b

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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:

Drawings Rev: 0 Prepared by: Structerre Consulting Engineers Job No.119313 Dated: 05/12/18
S-000 S-001 S-002 S-300

Computations: Prepared by: Structerre Consulting Engineers Job No.119313 Dated: 18/12/18

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

Part 3.2, 3.4 & 3.11 of the NCC 2016 including relevant Australian Standards;

| | | | | |
|-------------------|-------------------|-------------------|----------------|--------------|
| AS/NZ 1170.0-2002 | AS/NZ 1170.1-2002 | AS/NZ 1170.2-2011 | AS 4100-1998 | AS 4055-2012 |
| AS 2870-2011 | AS1684.4-2010 | AS 1684.2-2010 | AS 1720.1-2010 | AS 3600-2009 |
| AS 3700-2011 | AS 4773.1-2015 | AS 4678-2002 | AS 4773.3-2015 | |

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.

Engineer:

Name: Gervase Purich
Address: Level 1, No.115 High Street,
Cranbourne Vic 3977
Email: cranbourne@structerre.com.au
Building practitioner registration
Category and class: Engineer - Civil
Building practitioner registration no.: EC46702
Date of issue of certificate: 18/12/18
Signature:





AUSTRALIAN POOL PERMITS

SWIMMING POOL

| SHEET INDEX | |
|-------------|-----------------------------|
| SHEET | TITLE |
| S-000 | COVER SHEET |
| S-001 | DRI-CLAD POOLS (STANDARD) |
| S-002 | DRI-CLAD POOLS (VARIABLE) |
| S-300 | WATER RECIRCULATION SYSTEMS |

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GENERAL NOTES:

- IT IS THE RESPONSIBILITY OF THE CLIENT / BUILDER TO READ, CHECK AND UNDERSTAND THE DESIGN AND DRAWINGS. THE CLIENT / BUILDER SHOULD REFER ANY CONCERNS TO THE ENGINEER PRIOR TO CONSTRUCTION. THESE DRAWINGS SHALL BE READ IN CONJUNCTION WITH THE ARCHITECTURAL DRAWINGS AND SPECIFICATIONS. ANY DISCREPANCIES SHALL BE REPORTED TO THIS OFFICE IMMEDIATELY.
- THESE DRAWINGS SHALL NOT BE SCALED.
- THE POOL PLAN SHALL BE READ IN CONJUNCTION WITH THE RELEVANT SOIL REPORT.
- ALL MATERIALS AND WORKMANSHIP SHALL COMPLY WITH THE NCC/BCA AND WITH ALL RELEVANT, CURRENT S.A.A. CODES.
- SHOULD SITE CONDITIONS NECESSITATE SIGNIFICANT ALTERING OF THE CAPPING BEAM LEVELS, THIS OFFICE SHALL BE NOTIFIED PRIOR TO FOOTING CONSTRUCTION.
- THE ENGINEER'S APPROVAL SHALL BE SOUGHT PRIOR TO MAKING ANY SUBSTITUTIONS.
- THE BUILDER SHOULD BE APPROPRIATELY EXPERIENCED AND COMPETENCE IN POOL CONSTRUCTION TO EXECUTE THE WORKS.
- IF IN DOUBT, CONTACT THE ENGINEER TO CONFIRM.

SITE DRAINAGE:

- THE PRESENCE OF GROUND WATER WITH SURFACE SOIL MAY LEAD TO CONSTRUCTION DIFFICULTIES DURING WET WEATHER. ATTENTION TO SITE GRADING/DRAINAGE IS REQUIRED FROM THE START OF CONSTRUCTION. THE SITE MUST BE GRADED/DRAINED SO THAT WATER DOES NOT FLOW INTO POOL EXCAVATION. WATER RUN-OFF INSIDE THE POOL EXCAVATION SHALL BE COLLECTED & BE PUMPED FROM EXCAVATION IF REQUIRED.
- WHERE ANY DRAINAGE PIPES PASS UNDER THE POOL, THE TRENCH, AT THE HIGH END OF THE FLOW, SHALL BE BACKFILLED WITH SITE-BORNE CLAY OR BENTONITE TO RESTRICT THE INGRESS OF WATER BENEATH THE FOOTINGS.

SITE MAINTENANCE BY OWNER:

- ATTENTION TO APPROPRIATE SITE DRAINAGE AND ONGOING SITE MAINTENANCE (BY OWNER) IS ESSENTIAL ON THIS SITE TO ENSURE SATISFACTORY LONG TERM PERFORMANCE OF THE POOL AS DESIGNED.
- IT IS THE PROPERTY OWNERS RESPONSIBILITY TO ENSURE THAT ALL STORMWATER & WATER FROM SPLASH ZONES OF POOL IS DIRECTED AWAY FROM THE POOL SHELL.
- THE PROPERTY OWNER SHOULD CONTACT A PLUMBER IF ANY LEAKS ARE NOTICED IN ANY PIPEWORK AROUND THE POOL.
- IT IS NOT RECOMMENDED THE LARGE TREES ARE PLANTED IN CLOSE PROXIMITY TO THE POOL.
- GARDEN BEDS THAT REQUIRE EXCESSIVE WATERING SHOULD NOT BE PLANTED NEAR THE POOL.

IMPORTANT NOTES TO POOL OWNER:

- POOLS FOUNDED IN REACTIVE SOILS SUCH AS THOSE WITH A, M, H1, H2, E CLASSIFICATION MAY MOVE WITH VARIATION OF SOIL MOISTURE CONTENT. MOVEMENT MAY INCLUDE A UNIFORM VERTICAL "HEAVE" OR "SETTLEMENT" OR NON UNIFORM VERTICAL MOVEMENT SUCH AS TILT IN THE POOL. IF EXCESSIVE MOVEMENT IS NOTICED THIS OFFICE SHOULD BE CONTACTED IMMEDIATELY MOVEMENT IN THE POOL SHELL CAN RESULT IN DAMAGE TO THE PIPE NETWORK UNDER OR NEAR THE POOL WHICH CAN FURTHER EXACERBATE THE ISSUE.

**FOR CONSTRUCTION
 SUBJECT TO APPROVAL BY THE
 RELEVANT BUILDING SURVEYOR
 OR STATUTORY AUTHORITY.**

| REV | ENG | DRW | DATE | ISSUE / REVISION | DRAFTED | QYN | PROJECT | STRUCterre consulting | | |
|-----|-----|-----|----------|----------------------------|------------|----------|-------------------------|--|--|--|
| 0 | MA | QYN | 05/12/18 | ISSUED FOR BUILDING PERMIT | ENGINEER | MA | SWIMMING POOL | StrucTerre Consulting (VIC) Pty. Ltd. (ABN 32 155 811 957) Level 1, No.115 High Street, CRANBOURNE VIC 3977 TEL (03) 5996 2555, FAX (03) 5996 8845, EMAIL cranbourne@strucTerre.com.au | | |
| | | | | | DATE | 05/12/18 | COVER SHEET | | | |
| | | | | | SCALE @ A3 | N/A | AUSTRALIAN POOL PERMITS | | | |
| | | | | | APPROVED | | JOB NO. 119313 | | | |

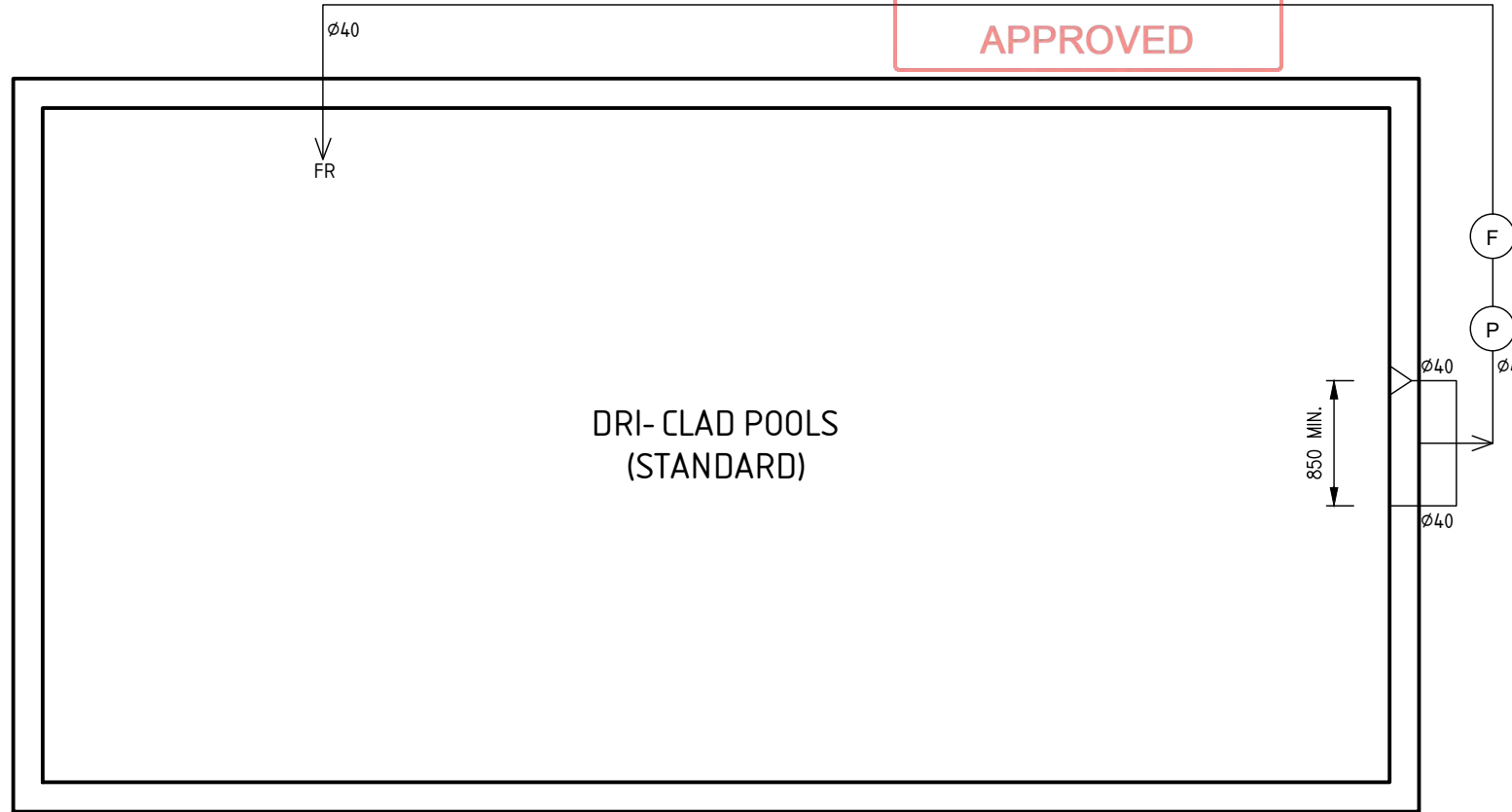
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Swimming Pool Filtration Loop Only

All HRV, skimmer and other outlet covers to be compliant with AS 1926.3-2010

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| Pool Size (m) | Volume (L) | Turnover (Hr) |
|----------------|------------|---------------|
| 3.99 x 2.85 | 10,900 | 1.1 |
| 5.13 x 2.85 | 14,700 | 1.4 |
| 6.27 x 2.85 | 18,300 | 1.7 |
| 7.41 x 2.85 | 21,800 | 2.1 |
| 8.55 x 2.85 | 25,700 | 2.4 |
| 3.66 Round | 12,000 | 1.15 |
| 4.8 x 3.66 | 16,700 | 1.55 |
| 5.94 x 3.66 | 21,500 | 2.0 |
| 7.08 x 3.66 | 26,250 | 2.5 |
| 8.22 x 3.66 | 32,200 | 3.0 |
| 4.57 Round | 18,700 | 1.75 |
| 6.85 x 4.57 | 30,600 | 2.85 |
| 7.99 x 4.57 | 36,500 | 3.4 |
| 9.13 x 4.57 | 42,500 | 3.95 |
| 5.5 Round | 31,600 | 2.95 |
| 7.08 x 3.66 DE | 28,800 | 2.7 |
| 8.22 x 3.66 DE | 34,800 | 3.25 |
| 7.99 x 4.57 DE | 40,000 | 3.7 |



LEGEND

| | |
|--|-----------|
| | SKIMMER |
| | S SUCTION |
| | R RETURN |
| | P PUMP |
| | F FILTER |

| Equipment Specifications | |
|--------------------------|------------------------------------|
| Filter Pump | Astral CTX180 3/4 Hp Filter Pump |
| Max Filter Flow Rate | Filter chosen to cope with 180 LPM |
| Suction Lines DIA | 40 mm/ Class 12 |
| Return Lines DIA | 40 mm/ Class 12 |

Note:
Design based on a pipe system length of approx. 20m.

| REV | ENG | DRW | DATE | ISSUE / REVISION | DRAFTED | QYN | PROJECT | STRUCterre consulting | | |
|-----|-----|-----|----------|----------------------------|------------|----------|--------------------------------|--|-----------------|-------|
| 0 | MA | QYN | 05/12/18 | ISSUED FOR BUILDING PERMIT | ENGINEER | MA | SWIMMING POOL | StrucTerre Consulting (VIC) Pty. Ltd. (ABN 32 155 811 957) Level 1, No.115 High Street, CRANBOURNE VIC 3977 TEL (03) 5996 2555, FAX (03) 5996 8845, EMAIL cranbourne@strucTerre.com.au | | |
| | | | | | DATE | 05/12/18 | DRI-CLAD POOLS (STANDARD) | | | |
| | | | | | SCALE @ A3 | 1:50 | | | | |
| | | | | | APPROVED | | | | | |
| | | | | | | | CLIENT AUSTRALIAN POOL PERMITS | JOB NO. 119313 | SHEET NO. S-001 | REV 0 |

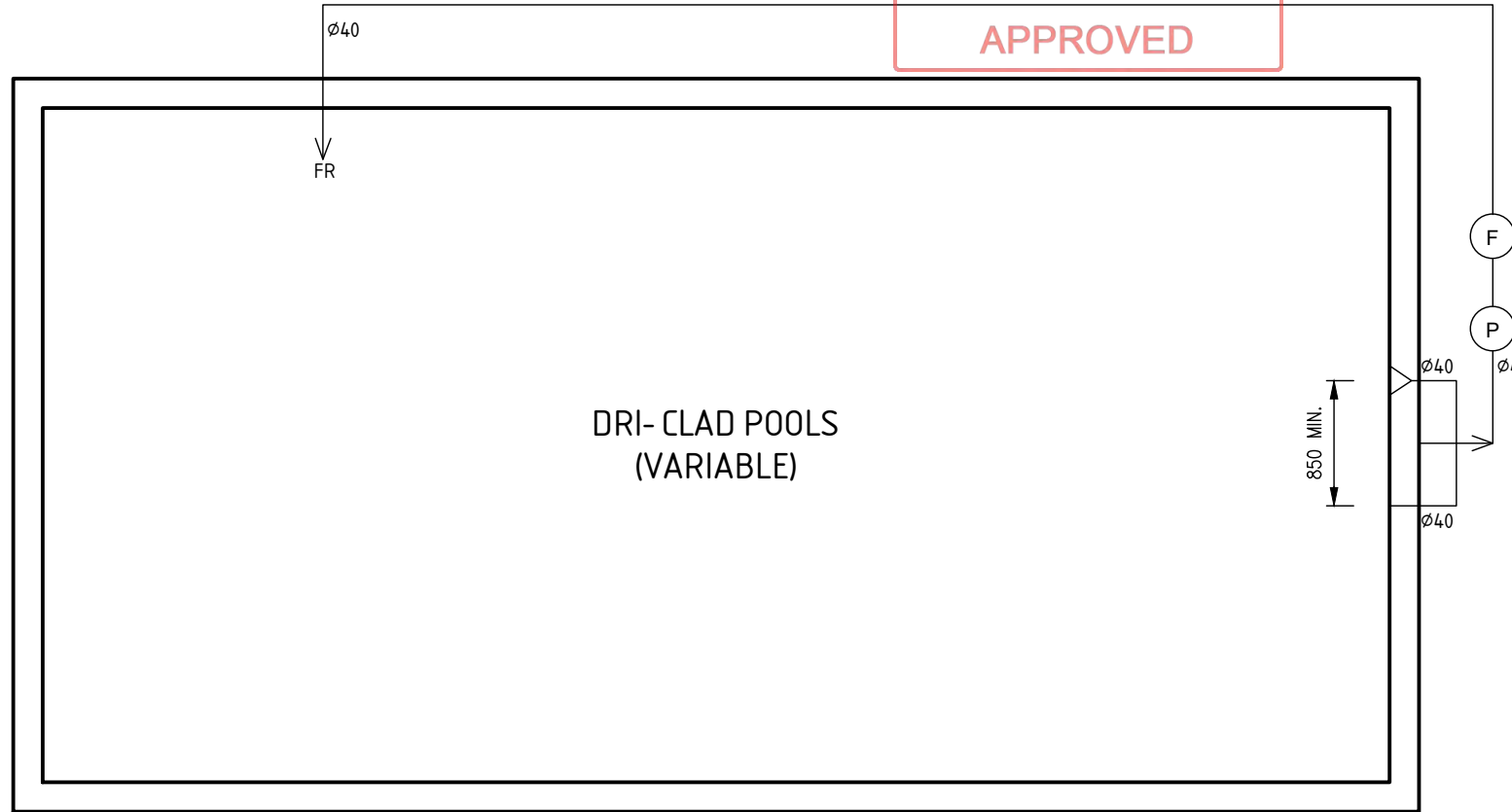
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Swimming Pool Filtration Loop Only






All HRV, skimmer and other outlet covers to be compliant with AS 1926.3-2010

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18/03/2020
BS-L 38408/2904814728428
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| Pool Size (m) | Volume (L) | Turnover (Hr) |
|-----------------|------------|---------------|
| 8.55 x 2.85 | 25,700 | 1.6 |
| 7.08 x 3.66 | 26,250 | 1.65 |
| 8.22 x 3.66 | 32,200 | 2 |
| 6.85 x 4.57 | 30,600 | 1.9 |
| 7.99 x 4.57 | 36,500 | 2.3 |
| 9.13 x 4.57 | 42,500 | 2.65 |
| 10.27 x 4.57 | 48,400 | 3 |
| 11.41 x 4.57 | 54,400 | 3.4 |
| 7.08 x 3.66 DE | 28,800 | 1.8 |
| 8.22 x 3.66 DE | 34,800 | 2.2 |
| 7.99 x 4.57 DE | 40,000 | 2.5 |
| 9.13 x 4.57 DE | 46,700 | 2.9 |
| 10.27 x 4.57 DE | 52,600 | 3.3 |
| 11.41 x 4.57 DE | 60,000 | 3.7 |




LEGEND

-  SKIMMER
-  S SUCTION
-  R RETURN
-  P PUMP
-  F FILTER

| Equipment Specifications | |
|--------------------------|------------------------------------|
| Filter Pump | Astral XT P320 Filter Pump |
| Max Filter Flow Rate | Filter chosen to cope with 320 LPM |
| Suction Lines DIA | 40 mm/ Class 12 |
| Return Lines DIA | 40 mm/ Class 12 |

Note:
Design based on a pipe system length of approx. 10m.

| REV | ENG | DRW | DATE | ISSUE / REVISION | DRAFTED | QYN | PROJECT | STRUCterre consulting | | |
|-----|-----|-----|----------|----------------------------|------------|----------|---------------------------|---|--|--|
| 0 | MA | QYN | 05/12/18 | ISSUED FOR BUILDING PERMIT | ENGINEER | MA | SWIMMING POOL |  StrucTerre Consulting (VIC) Pty. Ltd. (ABN 32 155 811 957) Level 1, No.115 High Street, CRANBOURNE VIC 3977 TEL (03) 5996 2555, FAX (03) 5996 8845, EMAIL cranbourne@strucTerre.com.au | | |
| | | | | | DATE | 05/12/18 | DRI-CLAD POOLS (VARIABLE) | | | |
| | | | | | SCALE @ A3 | 1:50 | AUSTRALIAN POOL PERMITS | | | |
| | | | | | APPROVED | | JOB NO. 119313 | | | |

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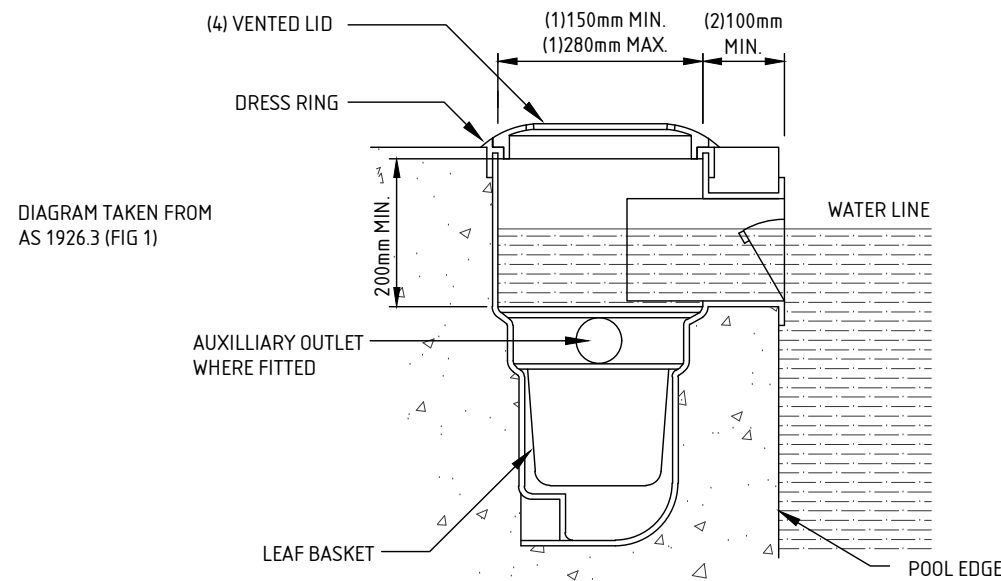
THESE NOTES ARE TAKEN FROM AS 1926.3:2010 AND ARE NOT INTENDED TO REPLACE AS 1926.3.
 THESE NOTES ARE GIVEN AS A GUIDE ONLY.

SKIMMER BOX: NO AUXILLIARY OUTLET:

1. THE BASKET ACCESS HOLE IS REQUIRED TO BE 150mm MINIMUM. 280mm MAXIMUM AT ITS WIDEST POINT AS 1926.3-2011 CLAUSE 5.2 (a) AND
2. THE BASKET ACCESS HOLE SHALL BE SEPARATED FROM THE EDGE OF THE POOL BY A SOLID, PERMANENT MEMBER THAT IS NOT LESS THAN 100mm WIDE AT ANY POINT AND
3. MUST HAVE A CHILD RESISTANT LID AS 1926.3-2010 CLAUSE 5.2 (c)(III).
4. THE LID OF THE SKIMMER BOX SHALL BE VENTED TO ATMOSPHERE WITH VENTS HAVING A CLEAR OPENING AREA OF NOT LESS THAN 315mm² AS 1926.3-2010 CLAUSE 5.5 (d).

SKIMMER BOX: IF NOT USING A CHILD RESISTANT LID:

1. THE BASKET ACCESS HOLE IS REQUIRED TO BE 150mm MINIMUM. 280mm MAXIMUM AT ITS WIDEST POINT. AS 1926.3-2010 CLAUSE 5.2 (a) AND
2. THE BASKET ACCESS HOLE SHALL BE SEPARATED FROM THE EDGE OF THE POOL BY A SOLID, PERMANENT MEMBER THAT IS NOT LESS THAN 100mm WIDE AT ANY POINT AND
3. SKIMMER BOX MUST BE CONNECTED WITH AN AUXILIARY OUTLET AS 1926.3-2010 CLAUSE 5.2 (c)(III).
4. THE LID OF THE SKIMMER BOX SHALL BE VENTED TO ATMOSPHERE WITH VENTS HAVING A CLEAR OPENING AREA OF NOT LESS THAN 315mm² AS 1926.3-2010 CLAUSE 5.5 (d).



SKIMMER BOX DIMENSIONS:

POOL PLUMBING INSTALLATION NOTES:

1. ALL POOL FITTINGS ARE TO BE INSTALLED TO THE MANUFACTURERS SPECIFICATIONS.
2. ALL ABOVE GROUND PIPE WORK SHOULD BE ADEQUATELY SUPPORTED TO ENSURE THAT THE PIPE WORK DOES NOT EXCESSIVELY MOVE WHEN RE-CIRCULATION SYSTEM IS UNDER USE.
3. ALL PIPE WORK SHOULD BE TESTED FOR LEAKAGE PRIOR TO COVERING PIPES. ANY LEAKS THAT DEVELOP IN THE RE-CIRCULATION SYSTEM SHOULD BE FIXED IMMEDIATELY BY A SUITABLY QUALIFIED PLUMBER. RE-CIRCULATION SYSTEM SHOULD BE TURNED OFF ONCE A LEAK HAS BEEN NOTICED AND UNTIL REPAIR WORK HAS BEEN FINALISED.

ALL WALL AND FLOOR COVERINGS MUST BE:

INSTALLED IN SUCH A WAY THAT PREVENTS THEIR REMOVAL WITHOUT THE USE OF TOOLS.

SINGLE OUTLET REQUIREMENTS:

1. ALL SINGLE OUTLETS SHALL HAVE A COVER THAT HAS NO SURFACE DIMENSION LESS THAN 75mm AND AT LEAST ONE SURFACE DIMENSION NOT LESS THAN 800mm. THE COVER SHOULD ALSO BE COMPLIANT WITH APPENDIX A - OUTLET COVER TEST OF AS 1926.3.

DUAL OUTLET SYSTEMS REQUIREMENTS:

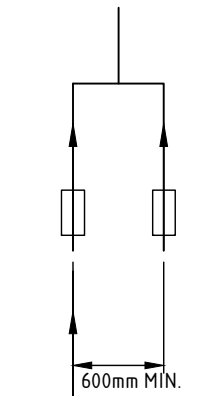
EACH DUAL OUTLET SYSTEM SHALL INCLUDE THE FOLLOWING:

1. EACH PUMP SHALL BE CONNECTED TO AT LEAST TWO OUTLETS BY A COMMON LINE WITH AT LEAST TWO BRANCH LINES.
2. THE DIAMETER OF BRANCH LINES SHALL BE EQUAL AND SHALL NOT BE LESS THAN THE PIPE DIAMETER MARKED ON THE OUTLET COVERS USED (SEE CLAUSE 6.2.10(i) AS 1926.3-2010).
3. BRANCH LINES SHALL NOT INCORPORATE ANY DEVICES THAT MAY RESTRICT THEIR DIAMETER. THE FITTING OF AN OUTLET COVER TO THE INSIDE OF A BRANCH PIPE SHALL NOT CONSTITUTE SUCH A DEVICE PROVIDED IT IS DESIGNED AND TESTED IN THE MANNER OF ITS INSTALLATION.
4. CONNECTED OUTLETS SHALL NOT BE LESS THAN 600mm APART WHERE POSSIBLE, CENTRE TO CENTRE, AND WHERE NOT POSSIBLE A MINIMUM OF 3 OUTLETS ARE REQUIRED.
5. THE SYSTEM FLOW RATE SHALL NOT EXCEED THE OUTLET COVER FLOW RATE OF A SINGLE OUTLET COVER. (SEE CLAUSE 6.2.10(iii) AS 1926.3-2010)

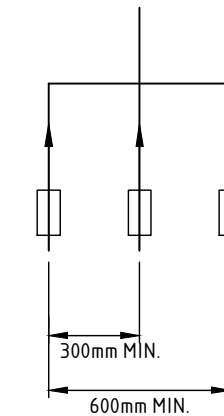
ADDITIONAL MULTIPLE OUTLET REQUIREMENTS:

EACH MULTIPLE OUTLET SYSTEM SHALL COMPLY WITH THE FOLLOWING:

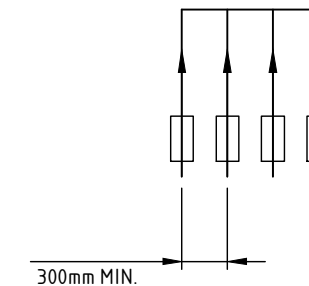
1. OUTLET SYSTEMS WITH A FLOW RATE REQUIRING MORE THAN TWO OUTLETS SHALL ADD AT LEAST ONE ADDITIONAL OUTLET THAN THE NUMBER OF OUTLETS REQUIRED FOR THE TOTAL SYSTEM FLOW.
2. THE PROVISION OF CLAUSE 6.1.3(b) AND (c) AS 1926.3-2010 APPLY.
3. THE DIMENSION IN CLAUSE 6.1.3(d) AS 1926.3-2010 APPLIES TO THE WIDEST SPACED COVERS EXCEPT THAT NO COVER SHALL BE INSTALLED LESS THAN 300mm FROM AN ADJOINING COVER.



DUAL OUTLET SCHEMATIC




TRIPLE OUTLET SCHEMATIC



MULTIPLE OUTLET SCHEMATIC

A GUIDE TO WATER RECIRCULATION SYSTEMS & POOL WATER TREATMENT

| | | | | | | | | | | | | | | |
|-----|-----|-----|----------|----------------------------|------------|----------|---------------|---|---------|--------|-----------|-------|-----|---|
| REV | ENG | DRW | DATE | ISSUE / REVISION | DRAFTED | QYN | PROJECT |  StrucTerre Consulting (VIC) Pty. Ltd. (ABN 32 155 811 957) Level 1, No.115 High Street, CRANBOURNE VIC 3977 TEL (03) 5996 2555, FAX (03) 5996 8845, EMAIL cranbourne@strucTerre.com.au | | | | | | |
| 0 | MA | QYN | 05/12/18 | ISSUED FOR BUILDING PERMIT | ENGINEER | MA | SWIMMING POOL | | | | | | | |
| | | | | | DATE | 05/12/18 | | | | | | | | |
| | | | | | SCALE @ A3 | N.T.S. | | | | | | | | |
| | | | | | APPROVED | | CLIENT | AUSTRALIAN POOL PERMITS | JOB NO. | 119313 | SHEET NO. | S-300 | REV | 0 |

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STRUCTURAL COMPUTATIONS

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119313
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PROJECT

SWIMMING POOL STANDARD

CLIENT

AUSTRALIAN POOL PERMITS

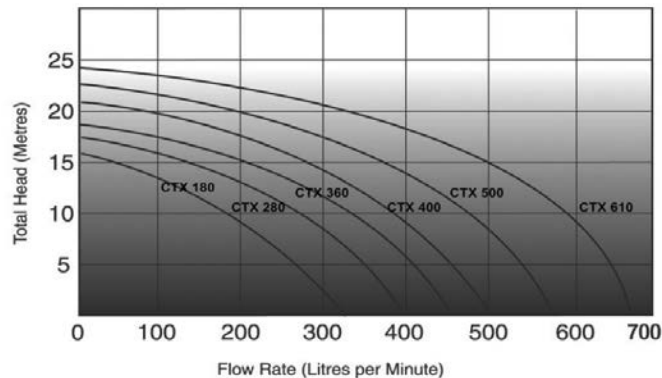
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|--------------|------------------|--------------|--------|--------------------------|
| JOB ADDRESS: | | PROJECT No : | 119313 | 18/03/2020 |
| CLIENT: | AUS POOL PERMITS | SHEET No : | 2 | BS-L 38408/2904814728428 |
| | | BY : | JL | DATE : 05/12/18 |

APPROVED

Pool System - User Input

| Description | Value | Units | Notes |
|--|----------------|----------------|-------------------|
| System: | | | |
| Total Pipe Length of System: | 20 | m | |
| Diameter of System Pipe & Fitting: | 40 | mm | |
| Pipe Material of System: | Plastic | | |
| Select Hazen Williams Coefficient: | 130 | | |
| Pool Volume | 10.9 | m ³ | |
| Required Turnover | 1.1 | hrs | |
| Design Flow Rate [Q]: | 2.75 | L/s | |
| Static Head Loss: | 0 | m | |
| Eyeball Orifice Diameter | 25 | mm | |
| Pump Chosen: | Astral CTX 180 | | OK, 12.5m > 11.1m |
| Pump Total Head Loss at 165.15 L/min : | 12.5 | m | |

Image Reference: <http://www.astralpool.com.au/products/pumps/ctxpump>



Item List:

| Select Items | Description of Item/Notes | Amount | Specify Specific k Value (if req.) |
|-----------------------------------|---------------------------|--------|------------------------------------|
| Elbow, Threaded Long Radius 90° | | 7 | |
| Tee, Threaded, Dividing Line Flow | | 3 | |
| User Specified Item | Heater | 0 | |
| User Specified Item | Skimmer | 1 | |
| User Specified Item | Filter, Clean | 1 | |
| User Specified Item | SWC | 0 | |

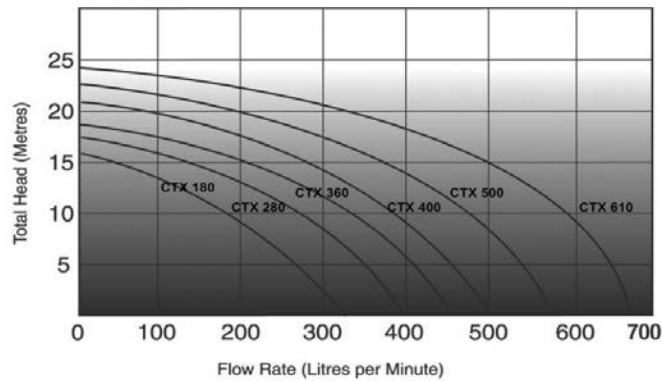
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| JOB ADDRESS: | | PROJECT No : | 119313 | 18/03/2020 |
| CLIENT: | AUS POOL PERMITS | SHEET No : | 3 | BS-L 38408/2904814728428 |
| | | BY : | JL | DATE : 05/12/18 |

APPROVED

Pool System - User Input

| Description | Value | Units | Notes |
|--|----------------|----------------|-------------------|
| System: | | | |
| Total Pipe Length of System: | 20 | m | |
| Diameter of System Pipe & Fitting: | 40 | mm | |
| Pipe Material of System: | Plastic | | |
| Select Hazen Williams Coefficient: | 130 | | |
| Pool Volume | 14.7 | m ³ | |
| Required Turnover | 1.4 | hrs | |
| Design Flow Rate [Q]: | 2.92 | L/s | |
| Static Head Loss: | 0 | m | |
| Eyeball Orifice Diameter | 25 | mm | |
| Pump Chosen: | Astral CTX 180 | | OK, 12.5m > 11.7m |
| Pump Total Head Loss at 175.00 L/min : | 12.5 | m | |

Image Reference: <http://www.astralpool.com.au/products/pumps/ctxpump>



Item List:

| Select Items | Description of Item/Notes | Amount | Specify Specific k Value (if req.) |
|-----------------------------------|---------------------------|--------|------------------------------------|
| Elbow, Threaded Long Radius 90° | | 7 | |
| Tee, Threaded, Dividing Line Flow | | 3 | |
| User Specified Item | Heater | 0 | |
| User Specified Item | Skimmer | 1 | |
| User Specified Item | Filter, Clean | 1 | |
| User Specified Item | SWC | 0 | |



Level 1, 115 High Street
 Cranbourne, VIC 3977
 ph: (03) 5996 2555
 email: cranbourne@struc terre.com.au

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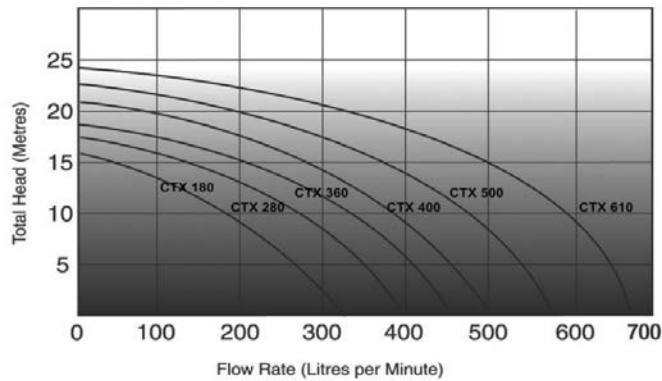
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|--------------|------------------|--------------|--------|--------------------------|
| JOB ADDRESS: | | PROJECT No : | 119313 | 18/03/2020 |
| CLIENT: | AUS POOL PERMITS | SHEET No : | 4 | BS-L 38408/2904814728428 |
| | | BY : | JL | DATE : 05/12/18 |

APPROVED

Pool System - User Input

| Description | Value | Units | Notes |
|--|----------------|----------------|-------------------|
| System: | | | |
| Total Pipe Length of System: | 20 | m | |
| Diameter of System Pipe & Fitting: | 40 | mm | |
| Pipe Material of System: | Plastic | | |
| Select Hazen Williams Coefficient: | 130 | | |
| Pool Volume | 18.3 | m ³ | |
| Required Turnover | 1.7 | hrs | |
| Design Flow Rate [Q]: | 2.99 | L/s | |
| Static Head Loss: | 0 | m | |
| Eyeball Orifice Diameter | 25 | mm | |
| Pump Chosen: | Astral CTX 180 | | OK, 12.5m > 12.0m |
| Pump Total Head Loss at 179.41 L/min : | 12.5 | m | |

Image Reference: <http://www.astralpool.com.au/products/pumps/ctxpump>



Item List:

| Select Items | Description of Item/Notes | Amount | Specify Specific k Value (if req.) |
|-----------------------------------|---------------------------|--------|------------------------------------|
| Elbow, Threaded Long Radius 90° | | 7 | |
| Tee, Threaded, Dividing Line Flow | | 3 | |
| User Specified Item | Heater | 0 | |
| User Specified Item | Skimmer | 1 | |
| User Specified Item | Filter, Clean | 1 | |
| User Specified Item | SWC | 0 | |



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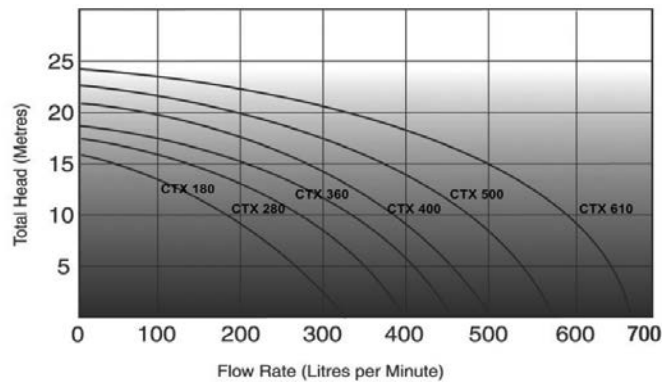
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|--------------|------------------|--------------|--------|--------------------------|
| JOB ADDRESS: | | PROJECT No : | 119313 | 18/03/2020 |
| CLIENT: | AUS POOL PERMITS | SHEET No : | 5 | BS-L 38408/2904814728428 |
| | | BY : | JL | DATE : 05/12/18 |

APPROVED

Pool System - User Input

| Description | Value | Units | Notes |
|--|----------------|----------------|-------------------|
| System: | | | |
| Total Pipe Length of System: | 20 | m | |
| Diameter of System Pipe & Fitting: | 40 | mm | |
| Pipe Material of System: | Plastic | | |
| Select Hazen Williams Coefficient: | 130 | | |
| Pool Volume | 21.8 | m ³ | |
| Required Turnover | 2.1 | hrs | |
| Design Flow Rate [Q]: | 2.88 | L/s | |
| Static Head Loss: | 0 | m | |
| Eyeball Orifice Diameter | 25 | mm | |
| Pump Chosen: | Astral CTX 180 | | OK, 12.5m > 11.6m |
| Pump Total Head Loss at 173.02 L/min : | 12.5 | m | |

Image Reference: <http://www.astralpool.com.au/products/pumps/ctxpump>



Item List:

| Select Items | Description of Item/Notes | Amount | Specify Specific k Value (if req.) |
|-----------------------------------|---------------------------|--------|------------------------------------|
| Elbow, Threaded Long Radius 90° | | 7 | |
| Tee, Threaded, Dividing Line Flow | | 3 | |
| User Specified Item | Heater | 0 | |
| User Specified Item | Skimmer | 1 | |
| User Specified Item | Filter, Clean | 1 | |
| User Specified Item | SWC | 0 | |

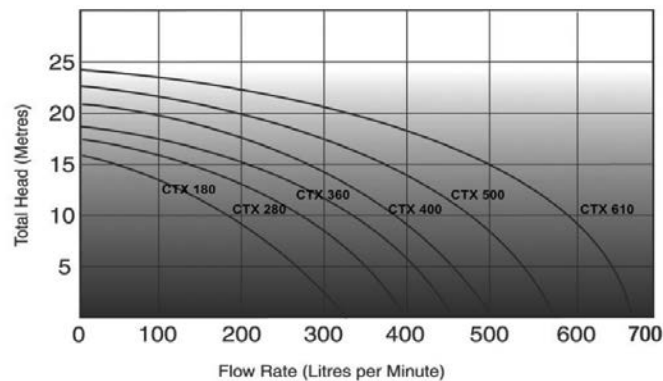
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|--------------|------------------|--------------|--------|--------------------------|
| JOB ADDRESS: | | PROJECT No : | 119313 | 18/03/2020 |
| CLIENT: | AUS POOL PERMITS | SHEET No : | 6 | BS-L 38408/2904814728428 |
| | | BY : | JL | DATE : 05/12/18 |

APPROVED

Pool System - User Input

| Description | Value | Units | Notes |
|--|----------------|----------------|-------------------|
| System: | | | |
| Total Pipe Length of System: | 20 | m | |
| Diameter of System Pipe & Fitting: | 40 | mm | |
| Pipe Material of System: | Plastic | | |
| Select Hazen Williams Coefficient: | 130 | | |
| Pool Volume | 25.7 | m ³ | |
| Required Turnover | 2.4 | hrs | |
| Design Flow Rate [Q]: | 2.97 | L/s | |
| Static Head Loss: | 0 | m | |
| Eyeball Orifice Diameter | 25 | mm | |
| Pump Chosen: | Astral CTX 180 | | OK, 12.5m > 11.9m |
| Pump Total Head Loss at 178.47 L/min : | 12.5 | m | |

Image Reference: <http://www.astralpool.com.au/products/pumps/ctxpump>



Item List:

| Select Items | Description of Item/Notes | Amount | Specify Specific k Value (if req.) |
|-----------------------------------|---------------------------|--------|------------------------------------|
| Elbow, Threaded Long Radius 90° | | 7 | |
| Tee, Threaded, Dividing Line Flow | | 3 | |
| User Specified Item | Heater | 0 | |
| User Specified Item | Skimmer | 1 | |
| User Specified Item | Filter, Clean | 1 | |
| User Specified Item | SWC | 0 | |

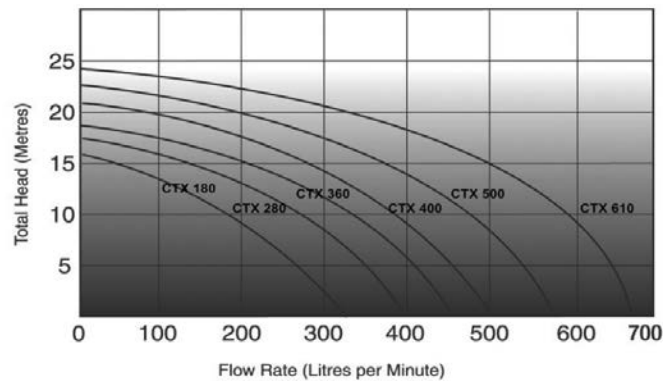
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|--------------|------------------|--------------|--------|--------------------------|
| JOB ADDRESS: | | PROJECT No : | 119313 | 18/03/2020 |
| CLIENT: | AUS POOL PERMITS | SHEET No : | 7 | BS-L 38408/2904814728428 |
| | | BY : | JL | DATE : 05/12/18 |

APPROVED

Pool System - User Input

| Description | Value | Units | Notes |
|--|----------------|----------------|-------------------|
| System: | | | |
| Total Pipe Length of System: | 20 | m | |
| Diameter of System Pipe & Fitting: | 40 | mm | |
| Pipe Material of System: | Plastic | | |
| Select Hazen Williams Coefficient: | 130 | | |
| Pool Volume | 12 | m ³ | |
| Required Turnover | 1.15 | hrs | |
| Design Flow Rate [Q]: | 2.90 | L/s | |
| Static Head Loss: | 0 | m | |
| Eyeball Orifice Diameter | 25 | mm | |
| Pump Chosen: | Astral CTX 180 | | OK, 12.5m > 11.7m |
| Pump Total Head Loss at 173.91 L/min : | 12.5 | m | |

Image Reference: <http://www.astralpool.com.au/products/pumps/ctxpump>



Item List:

| Select Items | Description of Item/Notes | Amount | Specify Specific k Value (if req.) |
|-----------------------------------|---------------------------|--------|------------------------------------|
| Elbow, Threaded Long Radius 90° | | 7 | |
| Tee, Threaded, Dividing Line Flow | | 3 | |
| User Specified Item | Heater | 0 | |
| User Specified Item | Skimmer | 1 | |
| User Specified Item | Filter, Clean | 1 | |
| User Specified Item | SWC | 0 | |

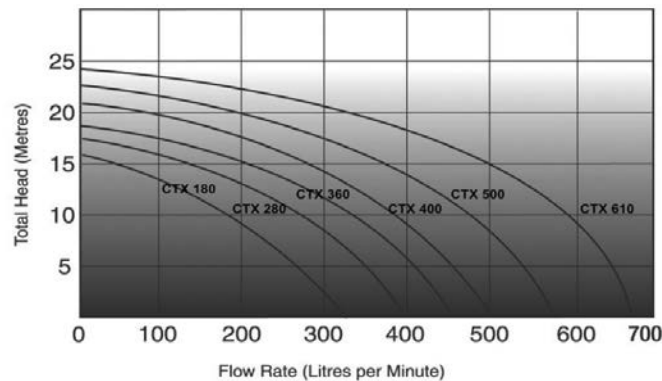
| | | | | |
|--------------|------------------|--------------|--------|--------------------------|
| JOB ADDRESS: | | PROJECT No : | 119313 | 18/03/2020 |
| CLIENT: | AUS POOL PERMITS | SHEET No : | 8 | BS-L 38408/2904814728428 |
| | | BY : | JL | DATE : 05/12/18 |

APPROVED

Pool System - User Input

| Description | Value | Units | Notes |
|--|----------------|----------------|-------------------|
| System: | | | |
| Total Pipe Length of System: | 20 | m | |
| Diameter of System Pipe & Fitting: | 40 | mm | |
| Pipe Material of System: | Plastic | | |
| Select Hazen Williams Coefficient: | 130 | | |
| Pool Volume | 16.7 | m ³ | |
| Required Turnover | 1.55 | hrs | |
| Design Flow Rate [Q]: | 2.99 | L/s | |
| Static Head Loss: | 0 | m | |
| EyeBall Orifice Diameter | 25 | mm | |
| Pump Chosen: | Astral CTX 180 | | OK, 12.5m > 12.0m |
| Pump Total Head Loss at 179.57 L/min : | 12.5 | m | |

Image Reference: <http://www.astralpool.com.au/products/pumps/ctxpump>



Item List:

| Select Items | Description of Item/Notes | Amount | Specify Specific k Value (if req.) |
|-----------------------------------|---------------------------|--------|------------------------------------|
| Elbow, Threaded Long Radius 90° | | 7 | |
| Tee, Threaded, Dividing Line Flow | | 3 | |
| User Specified Item | Heater | 0 | |
| User Specified Item | Skimmer | 1 | |
| User Specified Item | Filter, Clean | 1 | |
| User Specified Item | SWC | 0 | |

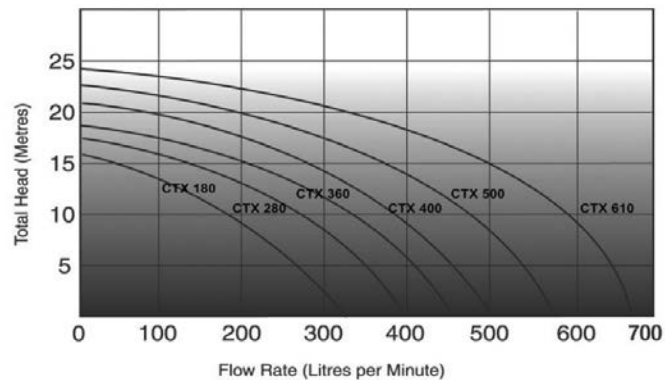
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| JOB ADDRESS: | | PROJECT No : | 119313 | 18/03/2020 |
| CLIENT: | AUS POOL PERMITS | SHEET No : | 9 | BS-L 38408/2904814728428 |
| | | BY : | JL | DATE : 05/12/18 |

APPROVED

Pool System - User Input

| Description | Value | Units | Notes |
|--|----------------|----------------|-------------------|
| System: | | | |
| Total Pipe Length of System: | 20 | m | |
| Diameter of System Pipe & Fitting: | 40 | mm | |
| Pipe Material of System: | Plastic | | |
| Select Hazen Williams Coefficient: | 130 | | |
| Pool Volume | 21.5 | m ³ | |
| Required Turnover | 2 | hrs | |
| Design Flow Rate [Q]: | 2.99 | L/s | |
| Static Head Loss: | 0 | m | |
| Eyeball Orifice Diameter | 25 | mm | |
| Pump Chosen: | Astral CTX 180 | | OK, 12.5m > 12.0m |
| Pump Total Head Loss at 179.17 L/min : | 12.5 | m | |

Image Reference: <http://www.astralpool.com.au/products/pumps/ctxpump>



Item List:

| Select Items | Description of Item/Notes | Amount | Specify Specific k Value (if req.) |
|-----------------------------------|---------------------------|--------|------------------------------------|
| Elbow, Threaded Long Radius 90° | | 7 | |
| Tee, Threaded, Dividing Line Flow | | 3 | |
| User Specified Item | Heater | 0 | |
| User Specified Item | Skimmer | 1 | |
| User Specified Item | Filter, Clean | 1 | |
| User Specified Item | SWC | 0 | |

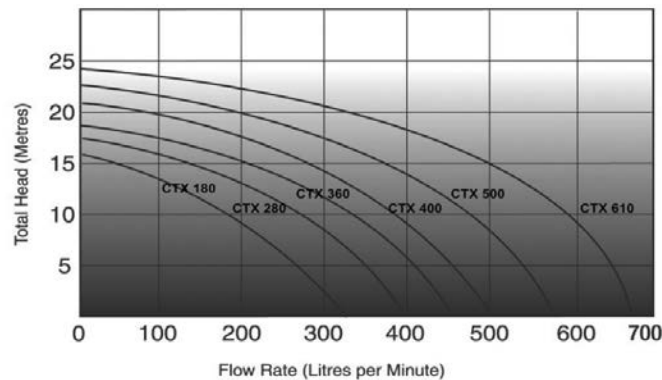
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| JOB ADDRESS: | | PROJECT No : | 119313 | 18/03/2020 |
| CLIENT: | AUS POOL PERMITS | SHEET No : | 10 | BS-L 38408/2904814728428 |
| | | BY : | JL | DATE : 05/12/18 |

APPROVED

Pool System - User Input

| Description | Value | Units | Notes |
|--|----------------|----------------|-------------------|
| System: | | | |
| Total Pipe Length of System: | 20 | m | |
| Diameter of System Pipe & Fitting: | 40 | mm | |
| Pipe Material of System: | Plastic | | |
| Select Hazen Williams Coefficient: | 130 | | |
| Pool Volume | 26.25 | m ³ | |
| Required Turnover | 2.5 | hrs | |
| Design Flow Rate [Q]: | 2.92 | L/s | |
| Static Head Loss: | 0 | m | |
| Eyeball Orifice Diameter | 25 | mm | |
| Pump Chosen: | Astral CTX 180 | | OK, 12.5m > 11.7m |
| Pump Total Head Loss at 175.00 L/min : | 12.5 | m | |

Image Reference: <http://www.astralpool.com.au/products/pumps/ctxpump>



Item List:

| Select Items | Description of Item/Notes | Amount | Specify Specific k Value (if req.) |
|-----------------------------------|---------------------------|--------|------------------------------------|
| Elbow, Threaded Long Radius 90° | | 7 | |
| Tee, Threaded, Dividing Line Flow | | 3 | |
| User Specified Item | Heater | 0 | |
| User Specified Item | Skimmer | 1 | |
| User Specified Item | Filter, Clean | 1 | |
| User Specified Item | SWC | 0 | |



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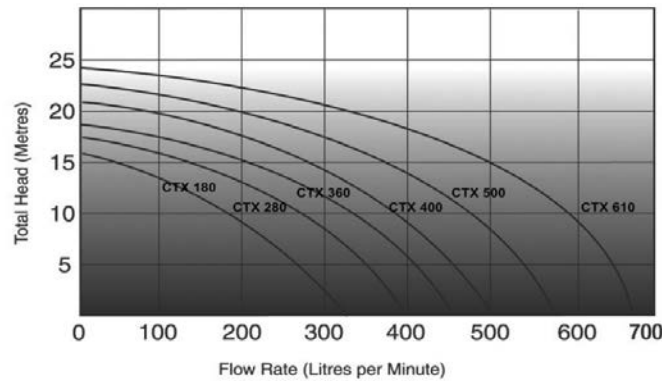
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| JOB ADDRESS: | | PROJECT No : | 119313 | 18/03/2020 |
| CLIENT: | AUS POOL PERMITS | SHEET No : | 11 | BS-L 38408/2904814728428 |
| | | BY : | JL | DATE : 05/12/18 |

APPROVED

Pool System - User Input

| Description | Value | Units | Notes |
|--|----------------|----------------|-------------------|
| System: | | | |
| Total Pipe Length of System: | 20 | m | |
| Diameter of System Pipe & Fitting: | 40 | mm | |
| Pipe Material of System: | Plastic | | |
| Select Hazen Williams Coefficient: | 130 | | |
| Pool Volume | 32.2 | m ³ | |
| Required Turnover | 3 | hrs | |
| Design Flow Rate [Q]: | 2.98 | L/s | |
| Static Head Loss: | 0 | m | |
| Eyeball Orifice Diameter | 25 | mm | |
| Pump Chosen: | Astral CTX 180 | | OK, 12.5m > 12.0m |
| Pump Total Head Loss at 178.89 L/min : | 12.5 | m | |

Image Reference: <http://www.astralpool.com.au/products/pumps/ctxpump>



Item List:

| Select Items | Description of Item/Notes | Amount | Specify Specific k Value (if req.) |
|-----------------------------------|---------------------------|--------|------------------------------------|
| Elbow, Threaded Long Radius 90° | | 7 | |
| Tee, Threaded, Dividing Line Flow | | 3 | |
| User Specified Item | Heater | 0 | |
| User Specified Item | Skimmer | 1 | |
| User Specified Item | Filter, Clean | 1 | |
| User Specified Item | SWC | 0 | |

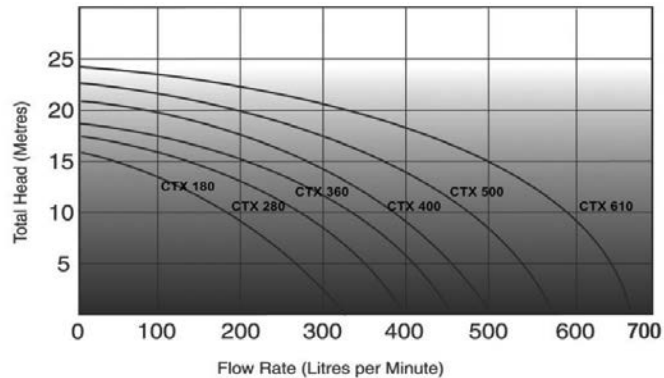
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| JOB ADDRESS: | | PROJECT No : | 119313 | 18/03/2020 |
| CLIENT: | AUS POOL PERMITS | SHEET No : | 12 | BS-L 38408/2904814728428 |
| | | BY : | JL | DATE : 05/12/18 |

APPROVED

Pool System - User Input

| Description | Value | Units | Notes |
|--|----------------|----------------|-------------------|
| System: | | | |
| Total Pipe Length of System: | 20 | m | |
| Diameter of System Pipe & Fitting: | 40 | mm | |
| Pipe Material of System: | Plastic | | |
| Select Hazen Williams Coefficient: | 130 | | |
| Pool Volume | 18.7 | m ³ | |
| Required Turnover | 1.75 | hrs | |
| Design Flow Rate [Q]: | 2.97 | L/s | |
| Static Head Loss: | 0 | m | |
| Eyeball Orifice Diameter | 25 | mm | |
| Pump Chosen: | Astral CTX 180 | | OK, 12.5m > 11.9m |
| Pump Total Head Loss at 178.10 L/min : | 12.5 | m | |

Image Reference: <http://www.astralpool.com.au/products/pumps/ctxpump>



Item List:

| Select Items | Description of Item/Notes | Amount | Specify Specific k Value (if req.) |
|-----------------------------------|---------------------------|--------|------------------------------------|
| Elbow, Threaded Long Radius 90° | | 7 | |
| Tee, Threaded, Dividing Line Flow | | 3 | |
| User Specified Item | Heater | 0 | |
| User Specified Item | Skimmer | 1 | |
| User Specified Item | Filter, Clean | 1 | |
| User Specified Item | SWC | 0 | |

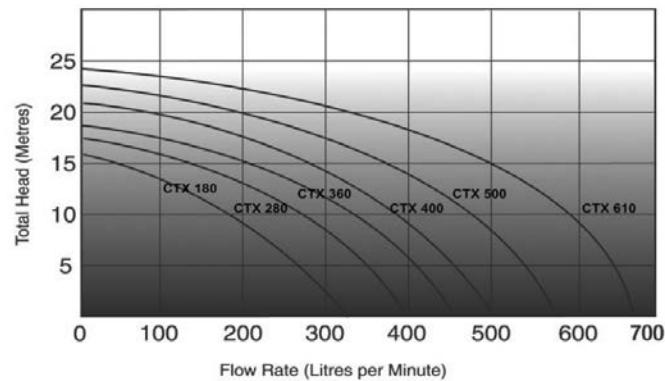
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| JOB ADDRESS: | | PROJECT No : | 119313 | 18/03/2020 |
| CLIENT: | AUS POOL PERMITS | SHEET No : | 13 | BS-L 38408/2904814728428 |
| | | BY : | JL | DATE : 05/12/18 |

APPROVED

Pool System - User Input

| Description | Value | Units | Notes |
|--|----------------|----------------|-------------------|
| System: | | | |
| Total Pipe Length of System: | 20 | m | |
| Diameter of System Pipe & Fitting: | 40 | mm | |
| Pipe Material of System: | Plastic | | |
| Select Hazen Williams Coefficient: | 130 | | |
| Pool Volume | 30.6 | m ³ | |
| Required Turnover | 2.85 | hrs | |
| Design Flow Rate [Q]: | 2.98 | L/s | |
| Static Head Loss: | 0 | m | |
| EyeBall Orifice Diameter | 25 | mm | |
| Pump Chosen: | Astral CTX 180 | | OK, 12.5m > 12.0m |
| Pump Total Head Loss at 178.95 L/min : | 12.5 | m | |

Image Reference: <http://www.astralpool.com.au/products/pumps/ctxpump>



Item List:

| Select Items | Description of Item/Notes | Amount | Specify Specific k Value (if req.) |
|-----------------------------------|---------------------------|--------|------------------------------------|
| Elbow, Threaded Long Radius 90° | | 7 | |
| Tee, Threaded, Dividing Line Flow | | 3 | |
| User Specified Item | Heater | 0 | |
| User Specified Item | Skimmer | 1 | |
| User Specified Item | Filter, Clean | 1 | |
| User Specified Item | SWC | 0 | |

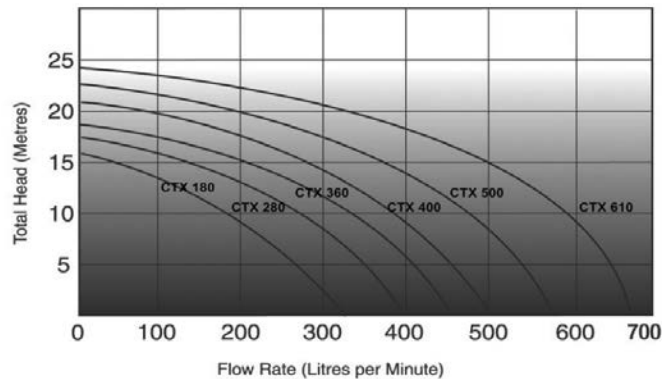
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| JOB ADDRESS: | | PROJECT No : | 119313 | 18/03/2020 |
| CLIENT: | AUS POOL PERMITS | SHEET No : | 14 | BS-L 38408/2904814728428 |
| | | BY : | JL | DATE : 05/12/18 |

APPROVED

Pool System - User Input

| Description | Value | Units | Notes |
|--|----------------|----------------|-------------------|
| System: | | | |
| Total Pipe Length of System: | 20 | m | |
| Diameter of System Pipe & Fitting: | 40 | mm | |
| Pipe Material of System: | Plastic | | |
| Select Hazen Williams Coefficient: | 130 | | |
| Pool Volume | 36.5 | m ³ | |
| Required Turnover | 3.4 | hrs | |
| Design Flow Rate [Q]: | 2.98 | L/s | |
| Static Head Loss: | 0 | m | |
| Eyeball Orifice Diameter | 25 | mm | |
| Pump Chosen: | Astral CTX 180 | | OK, 12.5m > 12.0m |
| Pump Total Head Loss at 178.92 L/min : | 12.5 | m | |

Image Reference: <http://www.astralpool.com.au/products/pumps/ctxpump>



Item List:

| Select Items | Description of Item/Notes | Amount | Specify Specific k Value (if req.) |
|-----------------------------------|---------------------------|--------|------------------------------------|
| Elbow, Threaded Long Radius 90° | | 7 | |
| Tee, Threaded, Dividing Line Flow | | 3 | |
| User Specified Item | Heater | 0 | |
| User Specified Item | Skimmer | 1 | |
| User Specified Item | Filter, Clean | 1 | |
| User Specified Item | SWC | 0 | |



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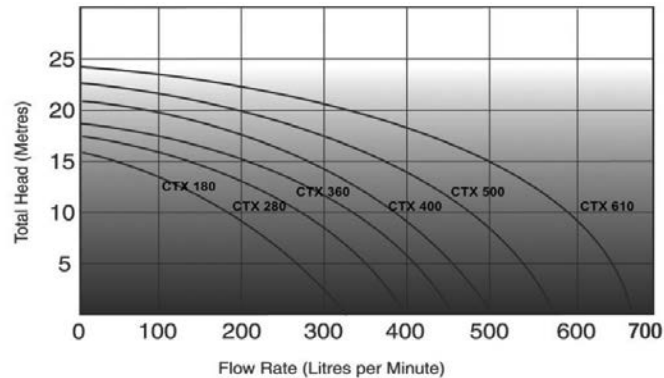
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| JOB ADDRESS: | | PROJECT No : | 119313 | 18/03/2020 |
| CLIENT: | AUS POOL PERMITS | SHEET No : | 15 | BS-L 38408/2904814728428 |
| | | BY : | JL | DATE : 05/12/18 |

APPROVED

Pool System - User Input

| Description | Value | Units | Notes |
|--|----------------|----------------|-------------------|
| System: | | | |
| Total Pipe Length of System: | 20 | m | |
| Diameter of System Pipe & Fitting: | 40 | mm | |
| Pipe Material of System: | Plastic | | |
| Select Hazen Williams Coefficient: | 130 | | |
| Pool Volume | 42.5 | m ³ | |
| Required Turnover | 3.95 | hrs | |
| Design Flow Rate [Q]: | 2.99 | L/s | |
| Static Head Loss: | 0 | m | |
| Eyeball Orifice Diameter | 25 | mm | |
| Pump Chosen: | Astral CTX 180 | | OK, 12.5m > 12.0m |
| Pump Total Head Loss at 179.32 L/min : | 12.5 | m | |

Image Reference: <http://www.astralpool.com.au/products/pumps/ctxpump>



Item List:

| Select Items | Description of Item/Notes | Amount | Specify Specific k Value (if req.) |
|-----------------------------------|---------------------------|--------|------------------------------------|
| Elbow, Threaded Long Radius 90° | | 7 | |
| Tee, Threaded, Dividing Line Flow | | 3 | |
| User Specified Item | Heater | 0 | |
| User Specified Item | Skimmer | 1 | |
| User Specified Item | Filter, Clean | 1 | |
| User Specified Item | SWC | 0 | |

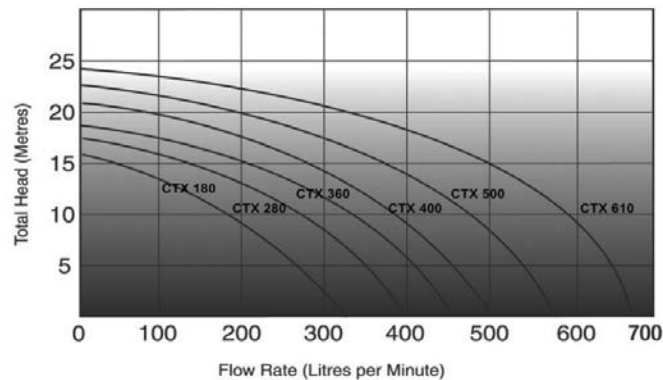
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| JOB ADDRESS: | | PROJECT No : | 119313 | 18/03/2020 |
| CLIENT: | AUS POOL PERMITS | SHEET No : | 16 | BS-L 38408/2904814728428 |
| | | BY : | JL | DATE : 05/12/18 |

APPROVED

Pool System - User Input

| Description | Value | Units | Notes |
|--|----------------|----------------|-------------------|
| System: | | | |
| Total Pipe Length of System: | 20 | m | |
| Diameter of System Pipe & Fitting: | 40 | mm | |
| Pipe Material of System: | Plastic | | |
| Select Hazen Williams Coefficient: | 130 | | |
| Pool Volume | 31.6 | m ³ | |
| Required Turnover | 2.95 | hrs | |
| Design Flow Rate [Q]: | 2.98 | L/s | |
| Static Head Loss: | 0 | m | |
| Eyeball Orifice Diameter | 25 | mm | |
| Pump Chosen: | Astral CTX 180 | | OK, 12.5m > 11.9m |
| Pump Total Head Loss at 178.53 L/min : | 12.5 | m | |

Image Reference: <http://www.astralpool.com.au/products/pumps/ctxpump>



Item List:

| Select Items | Description of Item/Notes | Amount | Specify Specific k Value (if req.) |
|-----------------------------------|---------------------------|--------|------------------------------------|
| Elbow, Threaded Long Radius 90° | | 7 | |
| Tee, Threaded, Dividing Line Flow | | 3 | |
| User Specified Item | Heater | 0 | |
| User Specified Item | Skimmer | 1 | |
| User Specified Item | Filter, Clean | 1 | |
| User Specified Item | SWC | 0 | |

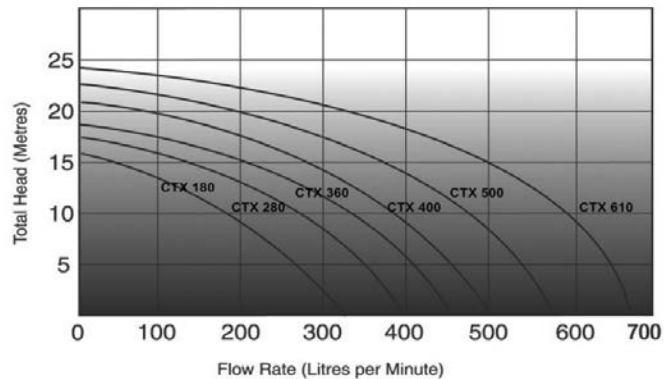
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| JOB ADDRESS: | | PROJECT No : | 119313 | 18/03/2020 |
| CLIENT: | AUS POOL PERMITS | SHEET No : | 17 | BS-L 38408/2904814728428 |
| | | BY : | JL | DATE : 05/12/18 |

APPROVED

Pool System - User Input

| Description | Value | Units | Notes |
|--|----------------|----------------|-------------------|
| System: | | | |
| Total Pipe Length of System: | 20 | m | |
| Diameter of System Pipe & Fitting: | 40 | mm | |
| Pipe Material of System: | Plastic | | |
| Select Hazen Williams Coefficient: | 130 | | |
| Pool Volume | 28.8 | m ³ | |
| Required Turnover | 2.7 | hrs | |
| Design Flow Rate [Q]: | 2.96 | L/s | |
| Static Head Loss: | 0 | m | |
| Eyeball Orifice Diameter | 25 | mm | |
| Pump Chosen: | Astral CTX 180 | | OK, 12.5m > 11.9m |
| Pump Total Head Loss at 177.78 L/min : | 12.5 | m | |

Image Reference: <http://www.astralpool.com.au/products/pumps/ctxpump>



Item List:

| Select Items | Description of Item/Notes | Amount | Specify Specific k Value (if req.) |
|-----------------------------------|---------------------------|--------|------------------------------------|
| Elbow, Threaded Long Radius 90° | | 7 | |
| Tee, Threaded, Dividing Line Flow | | 3 | |
| User Specified Item | Heater | 0 | |
| User Specified Item | Skimmer | 1 | |
| User Specified Item | Filter, Clean | 1 | |
| User Specified Item | SWC | 0 | |

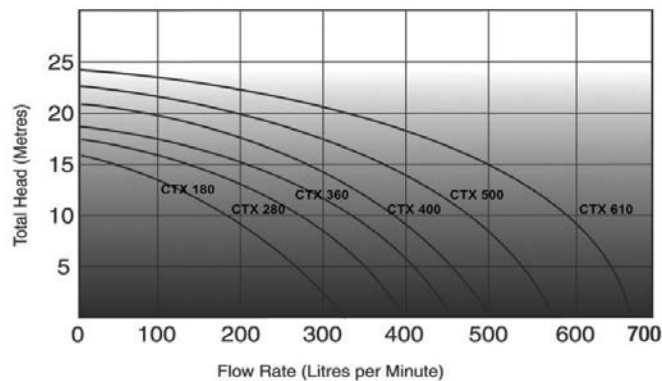
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| JOB ADDRESS: | | PROJECT No : | 119313 | 18/03/2020 |
| CLIENT: | AUS POOL PERMITS | SHEET No : | 18 | BS-L 38408/2904814728428 |
| | | BY : | JL | DATE : 05/12/18 |

APPROVED

Pool System - User Input

| Description | Value | Units | Notes |
|--|----------------|----------------|-------------------|
| System: | | | |
| Total Pipe Length of System: | 20 | m | |
| Diameter of System Pipe & Fitting: | 40 | mm | |
| Pipe Material of System: | Plastic | | |
| Select Hazen Williams Coefficient: | 130 | | |
| Pool Volume | 34.8 | m ³ | |
| Required Turnover | 3.25 | hrs | |
| Design Flow Rate [Q]: | 2.97 | L/s | |
| Static Head Loss: | 0 | m | |
| Eyeball Orifice Diameter | 25 | mm | |
| Pump Chosen: | Astral CTX 180 | | OK, 12.5m > 11.9m |
| Pump Total Head Loss at 178.46 L/min : | 12.5 | m | |

Image Reference: <http://www.astralpool.com.au/products/pumps/ctxpump>



Item List:

| Select Items | Description of Item/Notes | Amount | Specify Specific k Value (if req.) |
|-----------------------------------|---------------------------|--------|------------------------------------|
| Elbow, Threaded Long Radius 90° | | 7 | |
| Tee, Threaded, Dividing Line Flow | | 3 | |
| User Specified Item | Heater | 0 | |
| User Specified Item | Skimmer | 1 | |
| User Specified Item | Filter, Clean | 1 | |
| User Specified Item | SWC | 0 | |

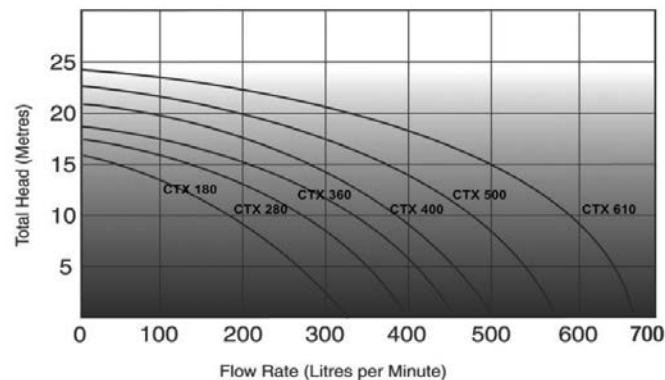
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| JOB ADDRESS: | | PROJECT No : | 119313 | 18/03/2020 |
| CLIENT: | AUS POOL PERMITS | SHEET No : | 19 | BS-L 38408/2904814728428 |
| | | BY : | JL | DATE : 05/12/18 |

APPROVED

Pool System - User Input

| Description | Value | Units | Notes |
|--|----------------|----------------|-------------------|
| System: | | | |
| Total Pipe Length of System: | 20 | m | |
| Diameter of System Pipe & Fitting: | 40 | mm | |
| Pipe Material of System: | Plastic | | |
| Select Hazen Williams Coefficient: | 130 | | |
| Pool Volume | 40 | m ³ | |
| Required Turnover | 3.7 | hrs | |
| Design Flow Rate [Q]: | 3.00 | L/s | |
| Static Head Loss: | 0 | m | |
| Eyeball Orifice Diameter | 25 | mm | |
| Pump Chosen: | Astral CTX 180 | | OK, 12.5m > 12.0m |
| Pump Total Head Loss at 180.18 L/min : | 12.5 | m | |

Image Reference: <http://www.astralpool.com.au/products/pumps/ctxpump>



Item List:

| Select Items | Description of Item/Notes | Amount | Specify Specific k Value (if req.) |
|-----------------------------------|---------------------------|--------|------------------------------------|
| Elbow, Threaded Long Radius 90° | | 7 | |
| Tee, Threaded, Dividing Line Flow | | 3 | |
| User Specified Item | Heater | 0 | |
| User Specified Item | Skimmer | 1 | |
| User Specified Item | Filter, Clean | 1 | |
| User Specified Item | SWC | 0 | |

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PROJECT

SWIMMING POOL VARIABLE

CLIENT

AUSTRALIAN POOL PERMITS



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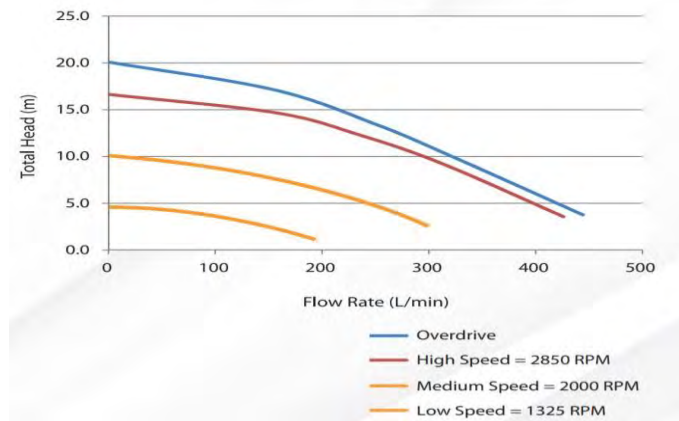
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|--------------|------------------|--------------|--------|--------------------------|
| JOB ADDRESS: | | PROJECT No : | 119313 | 18/03/2020 |
| CLIENT: | AUS POOL PERMITS | SHEET No : | 2 | BS-L 38408/2904814728428 |
| | | BY : | JL | DATE : 05/12/18 |

APPROVED

Pool System - User Input

| Description | Value | Units | Notes |
|--|----------------|----------------|-------------------|
| System: | | | |
| Total Pipe Length of System: | 10 | m | |
| Diameter of System Pipe & Fitting: | 40 | mm | |
| Pipe Material of System: | Plastic | | |
| Select Hazen Williams Coefficient: | 130 | | |
| Pool Volume | 25.7 | m ³ | |
| Required Turnover | 1.6 | hrs | |
| Design Flow Rate [Q]: | 4.46 | L/s | |
| Static Head Loss: | 0 | m | |
| Eyeball Orifice Diameter | 25 | mm | |
| Pump Chosen: | Astral P320 XT | | OK, 13.5m > 12.9m |
| Pump Total Head Loss at 267.71 L/min : | 13.5 | m | |



Item List:

| Select Items | Description of Item/Notes | Amount | Specify Specific k Value (if req.) |
|-----------------------------------|---------------------------|--------|------------------------------------|
| Elbow, Threaded Long Radius 90° | | 4 | |
| Tee, Threaded, Dividing Line Flow | | 2 | |
| User Specified Item | Heater | 0 | |
| User Specified Item | Skimmer | 1 | |
| User Specified Item | Filter, Clean | 1 | |
| User Specified Item | SWC | 0 | |



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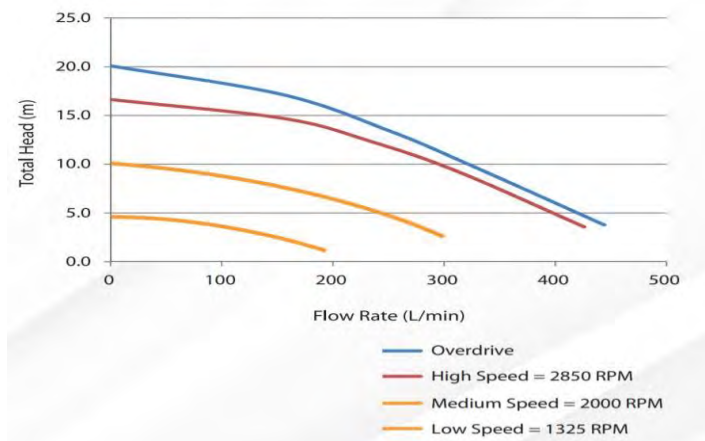
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|--------------|------------------|--------------|--------|--------------------------|
| JOB ADDRESS: | | PROJECT No : | 119313 | 18/03/2020 |
| CLIENT: | AUS POOL PERMITS | SHEET No : | 3 | BS-L 38408/2904814728428 |
| | | BY : | JL | DATE : 05/12/18 |

APPROVED

Pool System - User Input

| Description | Value | Units | Notes |
|--|----------------|----------------|-------------------|
| System: | | | |
| Total Pipe Length of System: | 10 | m | |
| Diameter of System Pipe & Fitting: | 40 | mm | |
| Pipe Material of System: | Plastic | | |
| Select Hazen Williams Coefficient: | 130 | | |
| Pool Volume | 26.25 | m ³ | |
| Required Turnover | 1.65 | hrs | |
| Design Flow Rate [Q]: | 4.42 | L/s | |
| Static Head Loss: | 0 | m | |
| Eyeball Orifice Diameter | 25 | mm | |
| Pump Chosen: | Astral P320 XT | | OK, 13.5m > 12.8m |
| Pump Total Head Loss at 265.15 L/min : | 13.5 | m | |



Item List:

| Select Items | Description of Item/Notes | Amount | Specify Specific k Value (if req.) |
|-----------------------------------|---------------------------|--------|------------------------------------|
| Elbow, Threaded Long Radius 90° | | 4 | |
| Tee, Threaded, Dividing Line Flow | | 2 | |
| User Specified Item | Heater | 0 | |
| User Specified Item | Skimmer | 1 | |
| User Specified Item | Filter, Clean | 1 | |
| User Specified Item | SWC | 0 | |



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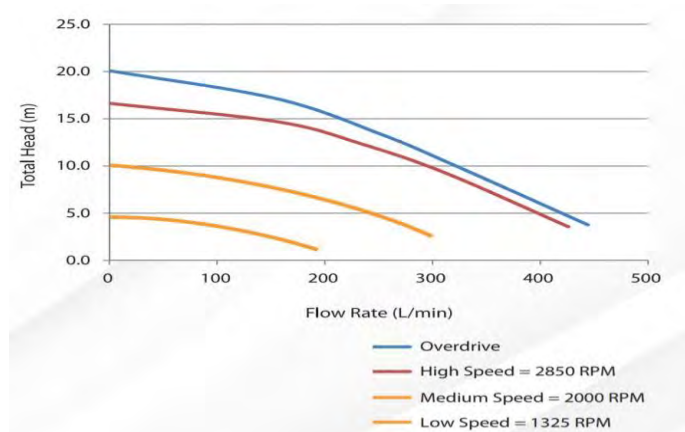
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|--------------|------------------|--------------|--------|--------------------------|
| JOB ADDRESS: | | PROJECT No : | 119313 | 18/03/2020 |
| CLIENT: | AUS POOL PERMITS | SHEET No : | 4 | BS-L 38408/2904814728428 |
| | | BY : | JL | DATE : 05/12/18 |

APPROVED

Pool System - User Input

| Description | Value | Units | Notes |
|--|----------------|----------------|-------------------|
| System: | | | |
| Total Pipe Length of System: | 10 | m | |
| Diameter of System Pipe & Fitting: | 40 | mm | |
| Pipe Material of System: | Plastic | | |
| Select Hazen Williams Coefficient: | 130 | | |
| Pool Volume | 32.2 | m ³ | |
| Required Turnover | 2 | hrs | |
| Design Flow Rate [Q]: | 4.47 | L/s | |
| Static Head Loss: | 0 | m | |
| Eyeball Orifice Diameter | 25 | mm | |
| Pump Chosen: | Astral P320 XT | | OK, 13.5m > 13.0m |
| Pump Total Head Loss at 268.33 L/min : | 13.5 | m | |



Item List:

| Select Items | Description of Item/Notes | Amount | Specify Specific k Value (if req.) |
|-----------------------------------|---------------------------|--------|------------------------------------|
| Elbow, Threaded Long Radius 90° | | 4 | |
| Tee, Threaded, Dividing Line Flow | | 2 | |
| User Specified Item | Heater | 0 | |
| User Specified Item | Skimmer | 1 | |
| User Specified Item | Filter, Clean | 1 | |
| User Specified Item | SWC | 0 | |



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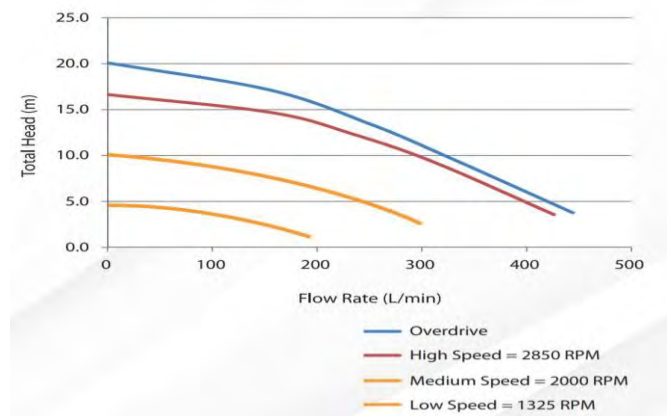
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|--------------|------------------|--------------|--------|--------------------------|
| JOB ADDRESS: | | PROJECT No : | 119313 | 18/03/2020 |
| CLIENT: | AUS POOL PERMITS | SHEET No : | 5 | BS-L 38408/2904814728428 |
| | | BY : | JL | DATE : 05/12/18 |

APPROVED

Pool System - User Input

| Description | Value | Units | Notes |
|--|----------------|----------------|-------------------|
| System: | | | |
| Total Pipe Length of System: | 10 | m | |
| Diameter of System Pipe & Fitting: | 40 | mm | |
| Pipe Material of System: | Plastic | | |
| Select Hazen Williams Coefficient: | 130 | | |
| Pool Volume | 30.6 | m ³ | |
| Required Turnover | 1.9 | hrs | |
| Design Flow Rate [Q]: | 4.47 | L/s | |
| Static Head Loss: | 0 | m | |
| Eyeball Orifice Diameter | 25 | mm | |
| Pump Chosen: | Astral P320 XT | | OK, 13.5m > 13.0m |
| Pump Total Head Loss at 268.42 L/min : | 13.5 | m | |



Item List:

| Select Items | Description of Item/Notes | Amount | Specify Specific k Value (if req.) |
|-----------------------------------|---------------------------|--------|------------------------------------|
| Elbow, Threaded Long Radius 90° | | 4 | |
| Tee, Threaded, Dividing Line Flow | | 2 | |
| User Specified Item | Heater | 0 | |
| User Specified Item | Skimmer | 1 | |
| User Specified Item | Filter, Clean | 1 | |
| User Specified Item | SWC | 0 | |



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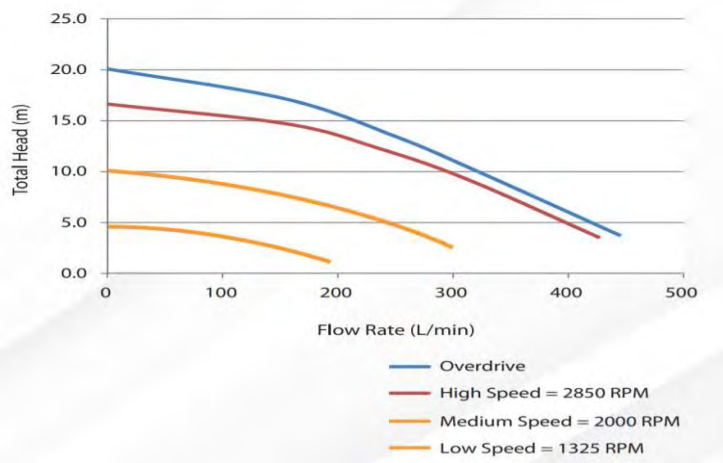
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|--------------|------------------|--------------|--------|--------------------------|
| JOB ADDRESS: | | PROJECT No : | 119313 | 18/03/2020 |
| CLIENT: | AUS POOL PERMITS | SHEET No : | 6 | BS-L 38408/2904814728428 |
| | | BY : | JL | DATE : 05/12/18 |

APPROVED

Pool System - User Input

| Description | Value | Units | Notes |
|--|----------------|----------------|-------------------|
| System: | | | |
| Total Pipe Length of System: | 10 | m | |
| Diameter of System Pipe & Fitting: | 40 | mm | |
| Pipe Material of System: | Plastic | | |
| Select Hazen Williams Coefficient: | 130 | | |
| Pool Volume | 36.5 | m ³ | |
| Required Turnover | 2.3 | hrs | |
| Design Flow Rate [Q]: | 4.41 | L/s | |
| Static Head Loss: | 0 | m | |
| Eyeball Orifice Diameter | 25 | mm | |
| Pump Chosen: | Astral P320 XT | | OK, 13.5m > 12.8m |
| Pump Total Head Loss at 264.49 L/min : | 13.5 | m | |



Item List:

| Select Items | Description of Item/Notes | Amount | Specify Specific k Value (if req.) |
|-----------------------------------|---------------------------|--------|------------------------------------|
| Elbow, Threaded Long Radius 90° | | 4 | |
| Tee, Threaded, Dividing Line Flow | | 2 | |
| User Specified Item | Heater | 0 | |
| User Specified Item | Skimmer | 1 | |
| User Specified Item | Filter, Clean | 1 | |
| User Specified Item | SWC | 0 | |



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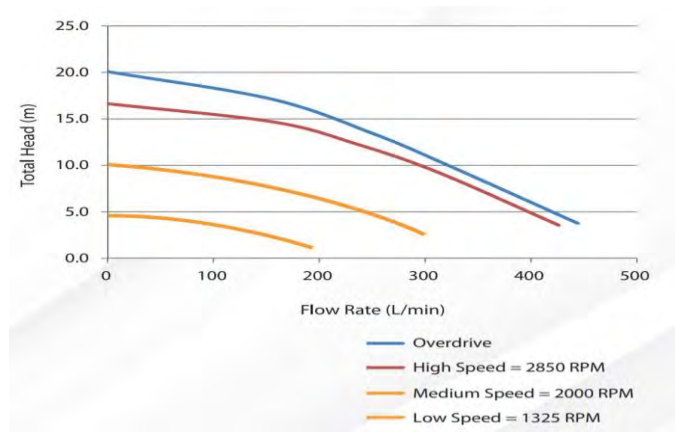
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|--------------------------|---------------------|--------------------------|
| JOB ADDRESS: | PROJECT No : 119313 | 18/03/2020 |
| CLIENT: AUS POOL PERMITS | SHEET No : 7 | BS-L 38408/2904814728428 |
| | BY : JL | DATE : 05/12/18 |

APPROVED

Pool System - User Input

| Description | Value | Units | Notes |
|--|----------------|----------------|-------------------|
| System: | | | |
| Total Pipe Length of System: | 10 | m | |
| Diameter of System Pipe & Fitting: | 40 | mm | |
| Pipe Material of System: | Plastic | | |
| Select Hazen Williams Coefficient: | 130 | | |
| Pool Volume | 42.5 | m ³ | |
| Required Turnover | 2.65 | hrs | |
| Design Flow Rate [Q]: | 4.45 | L/s | |
| Static Head Loss: | 0 | m | |
| Eyeball Orifice Diameter | 25 | mm | |
| Pump Chosen: | Astral P320 XT | | OK, 13.5m > 12.9m |
| Pump Total Head Loss at 267.30 L/min : | 13.5 | m | |



Item List:

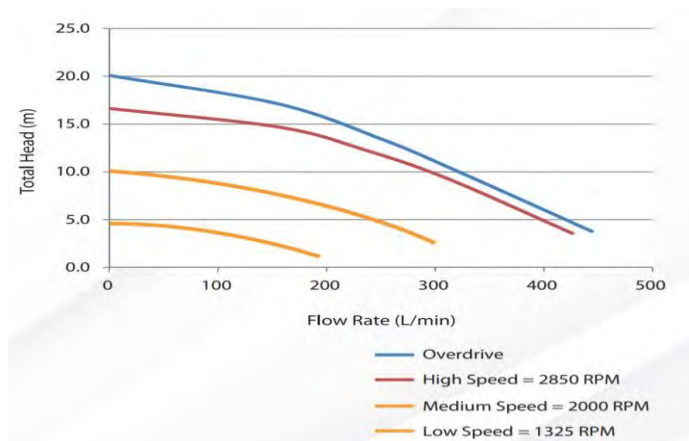
| Select Items | Description of Item/Notes | Amount | Specify Specific k Value (if req.) |
|-----------------------------------|---------------------------|--------|------------------------------------|
| Elbow, Threaded Long Radius 90° | | 4 | |
| Tee, Threaded, Dividing Line Flow | | 2 | |
| User Specified Item | Heater | 0 | |
| User Specified Item | Skimmer | 1 | |
| User Specified Item | Filter, Clean | 1 | |
| User Specified Item | SWC | 0 | |

| | | | | |
|--------------|------------------|--------------|--------|--------------------------|
| JOB ADDRESS: | | PROJECT No : | 119313 | 18/03/2020 |
| CLIENT: | AUS POOL PERMITS | SHEET No : | 8 | BS-L 38408/2904814728428 |
| | | BY : | JL | DATE : 05/12/18 |

APPROVED

Pool System - User Input

| Description | Value | Units | Notes |
|--|----------------|----------------|-------------------|
| System: | | | |
| Total Pipe Length of System: | 10 | m | |
| Diameter of System Pipe & Fitting: | 40 | mm | |
| Pipe Material of System: | Plastic | | |
| Select Hazen Williams Coefficient: | 130 | | |
| Pool Volume | 48.4 | m ³ | |
| Required Turnover | 3 | hrs | |
| Design Flow Rate [Q]: | 4.48 | L/s | |
| Static Head Loss: | 0 | m | |
| Eyeball Orifice Diameter | 25 | mm | |
| Pump Chosen: | Astral P320 XT | | OK, 13.5m > 13.0m |
| Pump Total Head Loss at 268.89 L/min : | 13.5 | m | |



Item List:

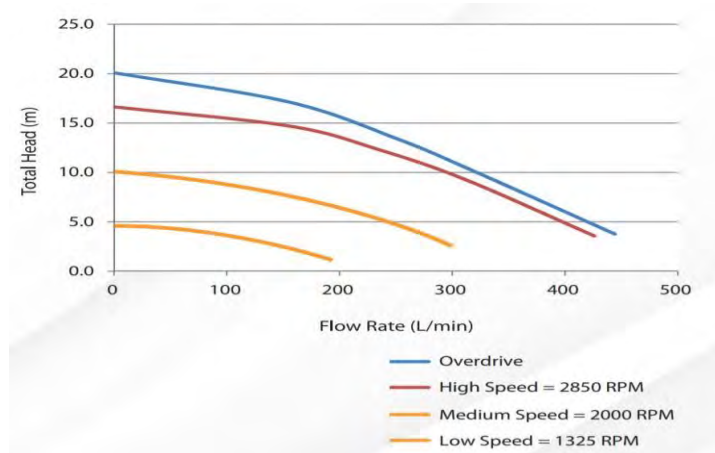
| Select Items | Description of Item/Notes | Amount | Specify Specific k Value (if req.) |
|-----------------------------------|---------------------------|--------|------------------------------------|
| Elbow, Threaded Long Radius 90° | | 4 | |
| Tee, Threaded, Dividing Line Flow | | 2 | |
| User Specified Item | Heater | 0 | |
| User Specified Item | Skimmer | 1 | |
| User Specified Item | Filter, Clean | 1 | |
| User Specified Item | SWC | 0 | |

| | | | | |
|--------------|------------------|--------------|--------|--------------------------|
| JOB ADDRESS: | | PROJECT No : | 119313 | 18/03/2020 |
| CLIENT: | AUS POOL PERMITS | SHEET No : | 9 | BS-L 38408/2904814728428 |
| | | BY : | JL | DATE : 05/12/18 |

APPROVED

Pool System - User Input

| Description | Value | Units | Notes |
|--|----------------|----------------|-------------------|
| System: | | | |
| Total Pipe Length of System: | 10 | m | |
| Diameter of System Pipe & Fitting: | 40 | mm | |
| Pipe Material of System: | Plastic | | |
| Select Hazen Williams Coefficient: | 130 | | |
| Pool Volume | 54.4 | m ³ | |
| Required Turnover | 3.4 | hrs | |
| Design Flow Rate [Q]: | 4.44 | L/s | |
| Static Head Loss: | 0 | m | |
| Eyeball Orifice Diameter | 25 | mm | |
| Pump Chosen: | Astral P320 XT | | OK, 13.5m > 12.9m |
| Pump Total Head Loss at 266.67 L/min : | 13.5 | m | |



Item List:

| Select Items | Description of Item/Notes | Amount | Specify Specific k Value (if req.) |
|-----------------------------------|---------------------------|--------|------------------------------------|
| Elbow, Threaded Long Radius 90° | | 4 | |
| Tee, Threaded, Dividing Line Flow | | 2 | |
| User Specified Item | Heater | 0 | |
| User Specified Item | Skimmer | 1 | |
| User Specified Item | Filter, Clean | 1 | |
| User Specified Item | SWC | 0 | |



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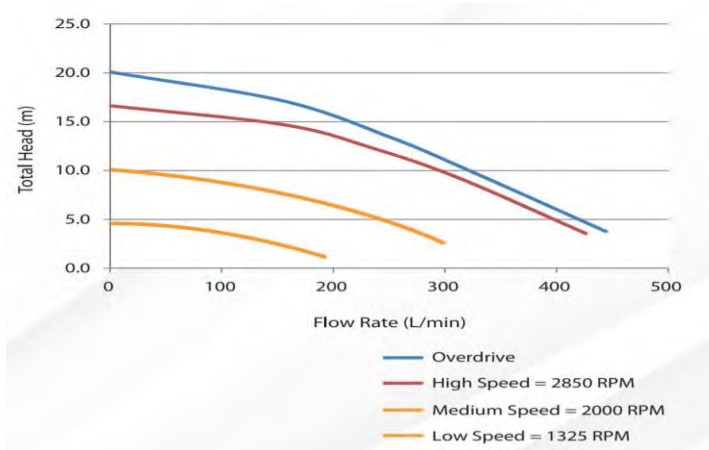
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|--------------|------------------|--------------|--------|--------------------------|
| JOB ADDRESS: | | PROJECT No : | 119313 | 18/03/2020 |
| CLIENT: | AUS POOL PERMITS | SHEET No : | 10 | BS-L 38408/2904814728428 |
| | | BY : | JL | DATE : 05/12/18 |

APPROVED

Pool System - User Input

| Description | Value | Units | Notes |
|--|----------------|----------------|-------------------|
| System: | | | |
| Total Pipe Length of System: | 10 | m | |
| Diameter of System Pipe & Fitting: | 40 | mm | |
| Pipe Material of System: | Plastic | | |
| Select Hazen Williams Coefficient: | 130 | | |
| Pool Volume | 28.8 | m ³ | |
| Required Turnover | 1.8 | hrs | |
| Design Flow Rate [Q]: | 4.44 | L/s | |
| Static Head Loss: | 0 | m | |
| Eyeball Orifice Diameter | 25 | mm | |
| Pump Chosen: | Astral P320 XT | | OK, 13.5m > 12.9m |
| Pump Total Head Loss at 266.67 L/min : | 13.5 | m | |



Item List:

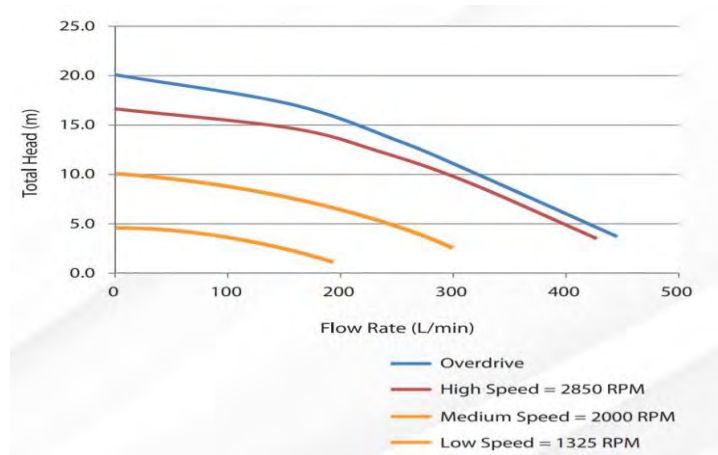
| Select Items | Description of Item/Notes | Amount | Specify Specific k Value (if req.) |
|-----------------------------------|---------------------------|--------|------------------------------------|
| Elbow, Threaded Long Radius 90° | | 4 | |
| Tee, Threaded, Dividing Line Flow | | 2 | |
| User Specified Item | Heater | 0 | |
| User Specified Item | Skimmer | 1 | |
| User Specified Item | Filter, Clean | 1 | |
| User Specified Item | SWC | 0 | |

| | | | | |
|--------------|------------------|--------------|--------|--------------------------|
| JOB ADDRESS: | | PROJECT No : | 119313 | 18/03/2020 |
| CLIENT: | AUS POOL PERMITS | SHEET No : | 11 | BS-L 38408/2904814728428 |
| | | BY : | JL | DATE : 05/12/18 |

APPROVED

Pool System - User Input

| Description | Value | Units | Notes |
|--|----------------|----------------|-------------------|
| System: | | | |
| Total Pipe Length of System: | 10 | m | |
| Diameter of System Pipe & Fitting: | 40 | mm | |
| Pipe Material of System: | Plastic | | |
| Select Hazen Williams Coefficient: | 130 | | |
| Pool Volume | 34.8 | m ³ | |
| Required Turnover | 2.2 | hrs | |
| Design Flow Rate [Q]: | 4.39 | L/s | |
| Static Head Loss: | 0 | m | |
| Eyeball Orifice Diameter | 25 | mm | |
| Pump Chosen: | Astral P320 XT | | OK, 13.5m > 12.7m |
| Pump Total Head Loss at 263.64 L/min : | 13.5 | m | |



Item List:

| Select Items | Description of Item/Notes | Amount | Specify Specific k Value (if req.) |
|-----------------------------------|---------------------------|--------|------------------------------------|
| Elbow, Threaded Long Radius 90° | | 4 | |
| Tee, Threaded, Dividing Line Flow | | 2 | |
| User Specified Item | Heater | 0 | |
| User Specified Item | Skimmer | 1 | |
| User Specified Item | Filter, Clean | 1 | |
| User Specified Item | SWC | 0 | |



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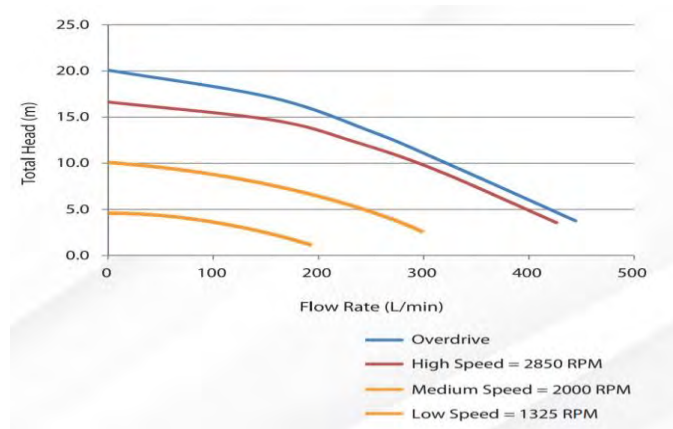
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| JOB ADDRESS: | | PROJECT No : | 119313 | 18/03/2020 |
| CLIENT: | AUS POOL PERMITS | SHEET No : | 12 | BS-L 38408/2904814728428 |
| | | BY : | JL | DATE : 05/12/18 |

APPROVED

Pool System - User Input

| Description | Value | Units | Notes |
|--|----------------|----------------|-------------------|
| System: | | | |
| Total Pipe Length of System: | 10 | m | |
| Diameter of System Pipe & Fitting: | 40 | mm | |
| Pipe Material of System: | Plastic | | |
| Select Hazen Williams Coefficient: | 130 | | |
| Pool Volume | 40 | m ³ | |
| Required Turnover | 2.5 | hrs | |
| Design Flow Rate [Q]: | 4.44 | L/s | |
| Static Head Loss: | 0 | m | |
| Eyeball Orifice Diameter | 25 | mm | |
| Pump Chosen: | Astral P320 XT | | OK, 13.5m > 12.9m |
| Pump Total Head Loss at 266.67 L/min : | 13.5 | m | |



Item List:

| Select Items | Description of Item/Notes | Amount | Specify Specific k Value (if req.) |
|-----------------------------------|---------------------------|--------|------------------------------------|
| Elbow, Threaded Long Radius 90° | | 4 | |
| Tee, Threaded, Dividing Line Flow | | 2 | |
| User Specified Item | Heater | 0 | |
| User Specified Item | Skimmer | 1 | |
| User Specified Item | Filter, Clean | 1 | |
| User Specified Item | SWC | 0 | |



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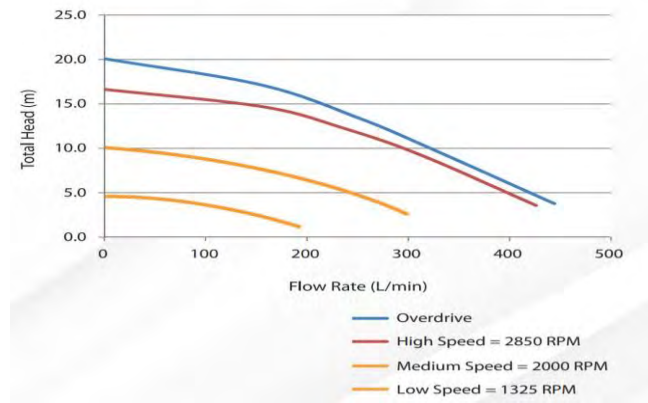
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| CLIENT: | AUS POOL PERMITS | SHEET No : | 13 | BS-L 38408/2904814728428 |
| | | BY : | JL | DATE : 05/12/18 |

APPROVED

Pool System - User Input

| Description | Value | Units | Notes |
|--|----------------|----------------|-------------------|
| System: | | | |
| Total Pipe Length of System: | 10 | m | |
| Diameter of System Pipe & Fitting: | 40 | mm | |
| Pipe Material of System: | Plastic | | |
| Select Hazen Williams Coefficient: | 130 | | |
| Pool Volume | 46.7 | m ³ | |
| Required Turnover | 2.9 | hrs | |
| Design Flow Rate [Q]: | 4.47 | L/s | |
| Static Head Loss: | 0 | m | |
| Eyeball Orifice Diameter | 25 | mm | |
| Pump Chosen: | Astral P320 XT | | OK, 13.5m > 13.0m |
| Pump Total Head Loss at 268.39 L/min : | 13.5 | m | |



Item List:

| Select Items | Description of Item/Notes | Amount | Specify Specific k Value (if req.) |
|-----------------------------------|---------------------------|--------|------------------------------------|
| Elbow, Threaded Long Radius 90° | | 4 | |
| Tee, Threaded, Dividing Line Flow | | 2 | |
| User Specified Item | Heater | 0 | |
| User Specified Item | Skimmer | 1 | |
| User Specified Item | Filter, Clean | 1 | |
| User Specified Item | SWC | 0 | |



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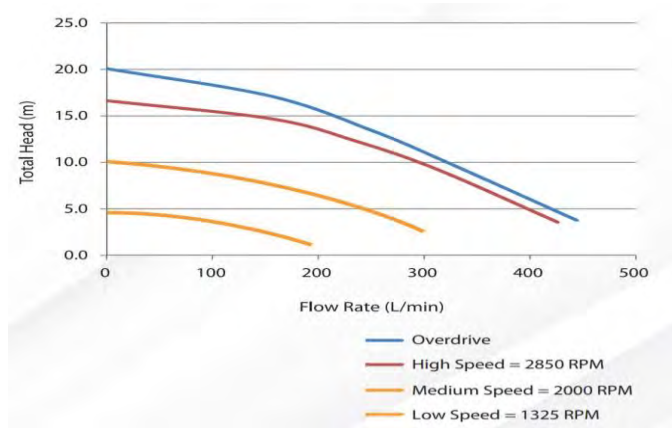
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| JOB ADDRESS: | | PROJECT No : | 119313 | 18/03/2020 |
| CLIENT: | AUS POOL PERMITS | SHEET No : | 14 | BS-L 38408/2904814728428 |
| | | BY : | JL | DATE : 05/12/18 |

APPROVED

Pool System - User Input

| Description | Value | Units | Notes |
|--|----------------|----------------|-------------------|
| System: | | | |
| Total Pipe Length of System: | 10 | m | |
| Diameter of System Pipe & Fitting: | 40 | mm | |
| Pipe Material of System: | Plastic | | |
| Select Hazen Williams Coefficient: | 130 | | |
| Pool Volume | 52.6 | m ³ | |
| Required Turnover | 3.3 | hrs | |
| Design Flow Rate [Q]: | 4.43 | L/s | |
| Static Head Loss: | 0 | m | |
| Eyeball Orifice Diameter | 25 | mm | |
| Pump Chosen: | Astral P320 XT | | OK, 13.5m > 12.8m |
| Pump Total Head Loss at 265.66 L/min : | 13.5 | m | |



Item List:

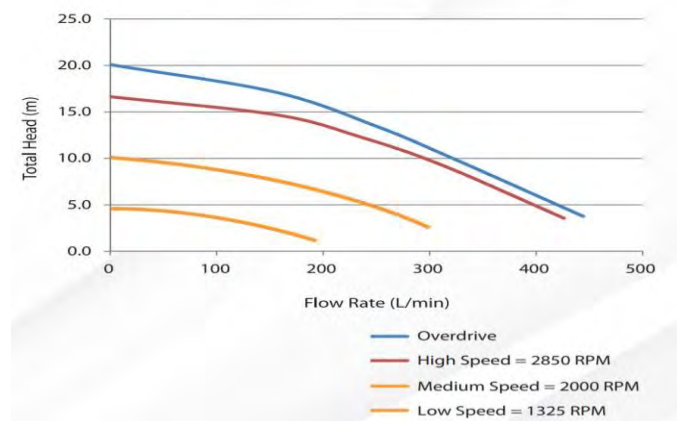
| Select Items | Description of Item/Notes | Amount | Specify Specific k Value (if req.) |
|-----------------------------------|---------------------------|--------|------------------------------------|
| Elbow, Threaded Long Radius 90° | | 4 | |
| Tee, Threaded, Dividing Line Flow | | 2 | |
| User Specified Item | Heater | 0 | |
| User Specified Item | Skimmer | 1 | |
| User Specified Item | Filter, Clean | 1 | |
| User Specified Item | SWC | 0 | |

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|--------------|------------------|--------------|--------|--------------------------|
| JOB ADDRESS: | | PROJECT No : | 119313 | 18/03/2020 |
| CLIENT: | AUS POOL PERMITS | SHEET No : | 15 | BS-L 38408/2904814728428 |
| | | BY : | JL | DATE : 05/12/18 |

APPROVED

Pool System - User Input

| Description | Value | Units | Notes |
|--|----------------|----------------|-------------------|
| System: | | | |
| Total Pipe Length of System: | 10 | m | |
| Diameter of System Pipe & Fitting: | 40 | mm | |
| Pipe Material of System: | Plastic | | |
| Select Hazen Williams Coefficient: | 130 | | |
| Pool Volume | 60 | m ³ | |
| Required Turnover | 3.7 | hrs | |
| Design Flow Rate [Q]: | 4.50 | L/s | |
| Static Head Loss: | 0 | m | |
| Eyeball Orifice Diameter | 25 | mm | |
| Pump Chosen: | Astral P320 XT | | OK, 13.5m > 13.1m |
| Pump Total Head Loss at 270.27 L/min : | 13.5 | m | |



Item List:

| Select Items | Description of Item/Notes | Amount | Specify Specific k Value (if req.) |
|-----------------------------------|---------------------------|--------|------------------------------------|
| Elbow, Threaded Long Radius 90° | | 4 | |
| Tee, Threaded, Dividing Line Flow | | 2 | |
| User Specified Item | Heater | 0 | |
| User Specified Item | Skimmer | 1 | |
| User Specified Item | Filter, Clean | 1 | |
| User Specified Item | SWC | 0 | |



S.R. No. 116/2019

Building Amendment (Swimming Pool and Spa) Regulations 2019

FORM 23
Regulations 147Y(4), 147ZB(2)
Building Act 1993
Building Regulations 2018
CERTIFICATE OF POOL AND SPA BARRIER COMPLIANCE

Issued to:

Name of owner of the land (the *property*) on which the swimming pool or spa is located: **Peter & Marnie Challenger**

Postal address: **25 Glass Crescent Doreen VIC 3754 Australia**

Telephone number: **0402 182 558**

Email address: **pchallenger@outlook.com**

Property details:

| | | | |
|---|------------------------------|----------------------|----------------------|
| Number 25 | Street Glass Crescent | Suburb DOREEN | Postcode 3754 |
| Lot/s 56 | LP/PS 520107G | Volume 10854 | Folio 067 |
| Crown allotment | Section | Parish | County |
| Municipal District Whittlesea City Council | | | |

Type of swimming pool or spa:

Permanent swimming pool
Permanent spa
Relocatable swimming pool
Relocatable spa

Date of construction of the swimming pool or spa: **19/02/2021**

Applicable barrier standard:

AS1926.1-2012

The applicable barrier standard applies under:

- Division 2 of Part 9A of the Building Regulations 2018
- relevant deemed to satisfy provisions of the BCA
- a performance solution in accordance with the BCA

INSPECTION DETAILS

Time of inspection: **13.40pm**

Date of inspection: **19/04/2021**

Name of person/persons: **Dan Juric**

Qualification(s) of person/persons: **Building Inspector**

Building practitioner registration no. of person/persons: **IN-L 46944**



Certification of compliance

Following inspection of the pool/spa barrier on the date(s) referred to in this certificate, I certify that the barrier complies with the applicable barrier standard.

I confirm that I did not carry out building work on the barrier to address identified non-compliance of the barrier prior to certifying the barrier's compliance with the applicable barrier standard.

Signature of Relevant Building Surveyor

Name: **Pat Richardson**
Address: **57 Cochranes Road, Moorabbin Victoria 3189, Australia**
Email: **reception@buildingpermits.com.au**
Building practitioner registration no.: **BS-L 38408**
Date of certificate: **21/04/2021**
Signature:



Form 17
Building Act 1993

Building Regulations 2018 - Regulation 200
CERTIFICATE OF FINAL INSPECTION

To:

Owner: Peter & Marnie Challenger
25 Glass Crescent
Doreen VIC 3754

Agent: Australian Pool Permits
PO Box 1082
Blackburn North Vic 3130

Property Details

Number: **25** Street/Road: **Glass Crescent** Suburb: **Doreen** Postcode: **3754**
Lot/s: **56** LP/PS: **520107G** Volume: **10854** Folio: **067**
Crown Allotment: Section: Parish: County:
Municipal District: **Whittlesea City Council**

Building permit details

Building permit number: **BS-L 38408/2904814728428**
Scope of works: **Installation of a Swimming Pool & Safety Barrier**
Version of BCA applicable to building permit: **2019**

Description of building work

| Part of building to which permit applies | Permitted use | BCA Class of building |
|--|----------------------|-----------------------|
| ALL PARTS | Non-Habitable | 10b |

Directions to fix building work

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

Inspection approval dates for mandatory inspections that have been carried out are as follows:

| Inspection Type | Approved Date |
|---|---------------|
| Completion of Pool Excavation & Required Safety Precautions | 19/02/2021 |
| Final upon completion of all building work | 19/04/2021 |

Relevant Building Surveyor

Name: **Pat Richardson**
Address: **57 Cochranes Road, Moorabbin Victoria 3189, Australia**
Email: **reception@buildingpermits.com.au**
BP registration #: **BS-L 38408**
Certificate no. **BS-L 38408/2904814728428**
Date of issue: **21 April 2021**
Date of final inspection **19 April 2021**
Signature: