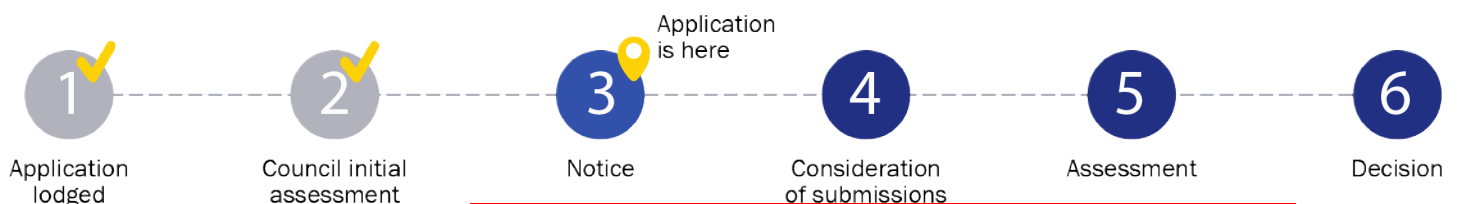


# Notice of Application for a Planning Permit

The land affected by the application is located at:	L222 PS902144 V12580 F640 3 Kookaburra Rise, Pakenham VIC 3810
The application is for a permit to:	Buildings and works (Construction of a Dwelling and a Fence)
A permit is required under the following clauses of the planning scheme:	
42.01-2	Construct a fence
42.01-2	Construct a building or construct or carry out works
<b>APPLICATION DETAILS</b>	
The applicant for the permit is:	Beveridge Williams and Co Pty Ltd c/- Beachwood Homes Pty Ltd
Application number:	T250171
<p>You may look at the application and any documents that support the application at the office of the Responsible Authority:</p> <p>Cardinia Shire Council, 20 Siding Avenue, Officer 3809.</p> <p>This can be done during office hours and is free of charge.</p> <p>Documents can also be viewed on Council's website at <a href="http://cardinia.vic.gov.au/advertisedplans">cardinia.vic.gov.au/advertisedplans</a> or by scanning the QR code.</p>	
<b>HOW CAN I MAKE A SUBMISSION?</b>	
<p>This application has not been decided. You can still make a submission before a decision has been made. The Responsible Authority will not decide on the application before:</p>	
<p><b>WHAT ARE MY OPTIONS?</b></p> <p>Any person who may be affected by the granting of the permit may object or make other submissions to the responsible authority.</p> <p>If you object, the Responsible Authority will notify you of the decision when it is issued.</p>	<p>An objection must:</p> <ul style="list-style-type: none"> <li>be made to the Responsible Authority in writing;</li> <li>include the reasons for the objection; and</li> <li>state how the objector would be affected.</li> </ul>
<p>The Responsible Authority must make a copy of every objection available at its office for any person to inspect during office hours free of charge until the end of the period during which an application may be made for review of a decision on the application.</p>	



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## ePlanning

### Application Summary

Portal Reference A12545R7

### Basic Information

Proposed Use	Construction of a dwelling and boundary fence under ESO4
Current Use	vacant site
Cost of Works	\$395,000
Site Address	3 Kookaburra Rise Pakenham 3810

### Covenant Disclaimer

Does the proposal breach, in any way, an encumbrance on title such as restrictive covenant, section 173 agreement or other obligation such as an easement or building envelope? No such encumbrances are breached

☐ Note: During the application process you may be required to provide more information in relation to any encumbrances.

### Contacts

### Fees

Regulation Fee Condition		Amount	Modifier	Payable
9 - Class 4	More than \$100,000 but not more than \$500,000	\$1,420.70	100%	\$1,420.70
		<b>Total</b>		<b>\$1,420.70</b>



**Civic Centre**  
20 Siding Avenue, Officer, Victoria

**Council's Operations Centre (Depot)**  
Purton Road, Pakenham, Victoria

**Postal Address**  
Cardinia Shire Council  
P.O. Box 7, Pakenham VC, 3810

**Email:** mail@cardinia.vic.gov.au

Monday to Friday 8.30am–  
5pm  
**Phone:** 1300 787 624  
**After Hours:** 1300 787 624  
**Fax:** 03 5941 3784

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## Documents Uploaded

Date	Type	Filename
20-03-2025	A Copy of Title	Title Documents.pdf
20-03-2025	Site plans	Plans and elevations.pdf
20-03-2025	Overlay Requirements	Planning Report. Final V1.pdf
20-03-2025	Additional Document	Material schedule.pdf
20-03-2025	Additional Document	Landscape Plan.pdf
20-03-2025	Additional Document	Feature and level survey.pdf
20-03-2025	Additional Document	Approved Design Assessment Letter and Plans.pdf

☐ Remember it is against the law to provide false or misleading information, which could result in a heavy fine and cancellation of the permit

## Lodged By



**Civic Centre**  
20 Siding Avenue, Officer, Victoria

**Council's Operations Centre (Depot)**  
Purton Road, Pakenham, Victoria



**Postal Address**  
Cardinia Shire Council  
P.O. Box 7, Pakenham VIC, 3810  
**Email:** mail@cardinia.vic.gov.au



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

VOLUME 12580 FOLIO 640

Security no : 124122512905B  
Produced 04/03/2025 08:23 AM

LAND DESCRIPTION

Lot 222 on Plan of Subdivision 902144W.

PARENT TITLES :

Volume 12330 Folio 800      Volume 12580 Folio 422

Created by instrument PS902144W 01/11/2024

REGISTERED PROPRIETOR

Estate Fee Simple

Joint

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AY603170H 15/11/2024  
WESTPAC BANKING CORPORATION

COVENANT PS902144W 01/11/2024

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

AGREEMENT Section 173 Planning and Environment Act 1987  
AX385769J 25/10/2023

DIAGRAM LOCATION

SEE PS902144W FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
PS902144W (B)	PLAN OF SUBDIVISION	Registered	01/11/2024
AY603168T (E)	DISCHARGE OF MORTGAGE	Registered	15/11/2024
AY603169R (E)	TRANSFER	Registered	15/11/2024
AY603170H (E)	MORTGAGE	Registered	15/11/2024

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: 3 KOOKABURRA RISE PAKENHAM VIC 3810

ADMINISTRATIVE NOTICES

NIL

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eCT Control 16320Q WESTPAC BANKING CORPORATION  
Effective from 15/11/2024

DOCUMENT END



## HISTORICAL SEARCH STATEMENT

## Land Use Victoria

Page 1 of 2

Produced 04/03/2025 08:23 AM

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Volume 12580 Folio 640

Folio Creation: Created as a computer folio

Parent titles :

Volume 12330 Folio 800

Volume 12580 Folio 422

## RECORD OF HISTORICAL DEALINGS

Date Lodged for Registration	Date Recorded on Register	Dealing	Imaged	Dealing Type and Details
------------------------------	---------------------------	---------	--------	--------------------------

## RECORD OF VOTS DEALINGS

Date Lodged for Registration	Date Recorded on Register	Dealing	Imaged
------------------------------	---------------------------	---------	--------

15/11/2024

15/11/2024

AY603168T (E)

N

DISCHARGE OF MORTGAGE

AFFECTED ENCUMBRANCE(S) AND REMOVED MORTGAGE(S)  
MORTGAGE AW944856J

15/11/2024

15/11/2024

AY603168B (E)

N

MORTGAGE OF LAND

MORTGAGE AY603170H 15/11/2024  
WESTPAC BANKING CORPORATION

STATEMENT END

## VOTS Snapshot

VOLUME 12580 FOLIO 640

124119513672N

Produced 01/11/2024 10:25 AM

## **HISTORICAL SEARCH STATEMENT**

## **Land Use Victoria**

Page 2 of 2

### **LAND DESCRIPTION**

Lot 222 on Plan of Subdivision 902144W.

PARENT TITLES :

Volume 12330 Folio 800      Volume 12580 Folio 422

Created by instrument PS902144W 01/11/2024

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### **REGISTERED PROPRIETOR**

Estate Fee Simple

Sole Proprietor

BNG (PAKENHAM) PTY LTD of SUITE 501 991 WHITEHORSE ROAD BOX HILL VIC 3128  
PS902144W 01/11/2024

### **ENCUMBRANCES, CAVEATS AND NOTICES**

COVENANT PS902144W 01/11/2024

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

AGREEMENT Section 173 Planning and Environment Act 1987  
AX385769J 25/10/2023

### **DIAGRAM LOCATION**

SEE PS902144W FOR FURTHER DETAILS AND BOUNDARIES

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FINAL SEARCH STATEMENT

Land Use Victoria

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Security No : 124122512912U

Produced 04/03/2025 08:23 AM

Volume 12580 Folio 640

ACTIVITY IN THE LAST 125 DAYS

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NUMBER		STATUS	DATE
PS902144W (B)	PLAN OF SUBDIVISION	Registered	01/11/2024
AY603168T (E)	DISCHARGE OF MORTGAGE	Registered	15/11/2024
AY603169R (E)	TRANSFER	Registered	15/11/2024
AY603170H (E)	MORTGAGE	Registered	15/11/2024

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ADMINISTRATIVE NOTICES

-----

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION

Effective from 15/11/2024

STATEMENT END



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## Electronic Instrument Statement

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Produced 04/03/2025 08:23:44 AM

Status	Registered	Dealing Number	AY603168T
Date and Time Lodged	15/11/2024 05:22:04 PM		

### Lodger Details

Lodger Code	16320Q
Name	WESTPAC BANKING CORPORATION
Address	
Lodger Box	
Phone	
Email	
Reference	

## DISCHARGE OF MORTGAGE OR CHARGE

Jurisdiction	VICTORIA
--------------	----------

### Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

### Land Title Reference

12580/640

### Mortgagee or Annuitant

Name

ACN

### Mortgage or Charge Number

AW944856J

The mortgagee or annuitant discharges the land described from the moneys or annuity secured by the mortgage(s) or charge(s) specified.



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## Electronic Instrument Statement

### Execution

1. The Certifier has retained the evidence supporting this Registry Instrument or Document.
2. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.
3. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to verify the identity of the mortgagee or his, her or its administrator or attorney.

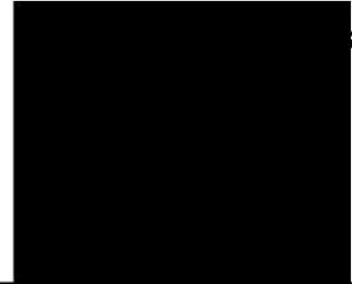
Executed on behalf of

Signer Name

Signer Organisation

Signer Role

Execution Date



### File Notes:

NIL

This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.

Statement End.





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Produced 04/03/2025 08:23:42 AM

Status	Registered	Dealing Number	AY603169R
Date and Time Lodged	15/11/2024 05:22:04 PM		

### Lodger Details

Lodger Code	16320Q
Name	WESTPAC BANKING CORPORATION
Address	
Lodger Box	
Phone	
Email	
Reference	

## TRANSFER

Jurisdiction	VICTORIA
--------------	----------

### Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

### Land Title Reference

12580/640

### Transferor(s)

Name	BNG (PAKENHAM) PTY LTD
ACN	640125686

### Estate and/or Interest being transferred

Fee Simple

### Consideration

\$AUD 420000.00

### Transferee(s)

#### Tenancy (inc. share)

Given Name(s)

Family Name

Address

Street Number

Street Name

Street Type







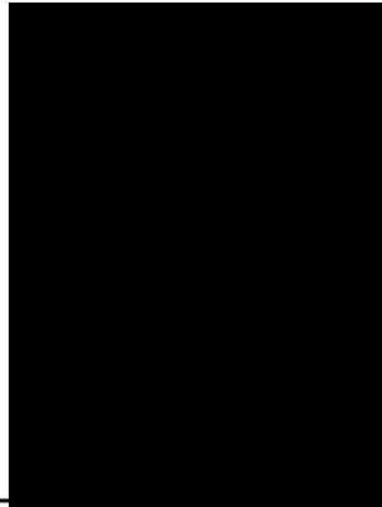
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## Electronic Instrument Statement

Locality  
State  
Postcode

Given Name(s)  
Family Name  
Address  
Street Number  
Street Name  
Street Type  
Locality  
State  
Postcode



**Duty Transaction ID**  
6131612

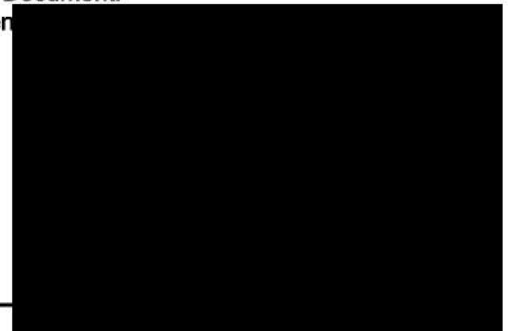
The transferor transfers to the transferee their estate and/or interest in the land specified for the consideration, subject to any restrictive covenant set out or referred to in this transfer.

### Execution

1. The Certifier has taken reasonable steps to verify the identity of the transferor or his, her or its administrator or attorney.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument is compliant with relevant law and any Prescribed Requirement.

Executed on behalf of  
Signer Name  
Signer Organisation  
Signer Role

Execution Date





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## Electronic Instrument Statement

### Execution

1. The Certifier has taken reasonable steps to verify the identity of the transferee or his, her or its administrator or attorney.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Executed on behalf of

Signer Name

Signer Organisation

Signer Role

Execution Date



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## Electronic Instrument Statement

Mortgage Form version 1.5

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Produced 04/03/2025 08:23:42 AM

Status	Registered	Dealing Number	AY603170H
Date and Time Lodged	15/11/2024 05:22:04 PM		

### Lodger Details

Lodger Code	16320Q
Name	WESTPAC BANKING CORPORATION
Address	
Lodger Box	
Phone	
Email	
Reference	PBWP SUB344820241781

## MORTGAGE

Jurisdiction	VICTORIA
--------------	----------

### Privacy Collection Statement

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### Estate and/or Interest being mortgaged

FEE SIMPLE

### Land Title Reference

12580/640

### Mortgagor

Given Name(s)  
Family Name

Given Name(s)  
Family Name

### Mortgagee

Name	WESTPAC BANKING CORPORATION
ACN	007457141
Australian Credit Licence	233714
Address	
Street Number	25
Street Name	PIERSON



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## Electronic Instrument Statement

Mortgage Form version 1.5

Street Type	STREET
Locality	LOCKLEYS
State	SA
Postcode	5032

The mortgagor mortgages the estate and/or interest in land specified in this mortgage to the mortgagee as security for the debt or liability described in the terms and conditions set out or referred to in this mortgage, and covenants with the mortgagee to comply with those terms and conditions.

### Terms and Conditions of this Mortgage

(a) Document Reference	AA6054
(b) Additional terms and conditions	NIL

### Mortgagee Execution

1. The Certifier has retained the evidence supporting this Registry Instrument or Document.
2. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.
3. The Certifier, or the Certifier is reasonably satisfied that the mortgagee it represents,:
  - (a) has taken reasonable steps to verify the identity of the mortgagor or his, her or its administrator or attorney; and
  - (b) holds a mortgage granted by the mortgagor on the same terms as this Registry Instrument or Document.

Executed on behalf of

Signer Name

Signer Organisation

Signer Role

Execution Date

### File Notes:

NIL

This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.

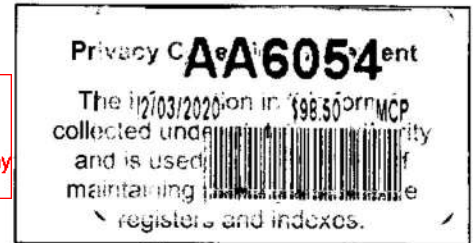
Statement End.



## Memorandum of common provisions

### Section 91A Transfer of Land Act 1958

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Lodged by	
Name:	King & Wood Mallesons
Phone:	+ 61 3 9643 4000
Address:	Level 50, 600 Bourke Street, Melbourne VIC 3000
Reference:	603-0024201
Customer code:	1177B

This memorandum contains provisions which are intended for inclusion in instruments and plans to be subsequently lodged for registration.

Provisions:

## Mortgage Terms

### Mortgage Terms

#### 1 Your obligations

##### a. What you must pay

You must pay us all money that you owe us now or in the future under this mortgage or a secured arrangement. A secured arrangement is any arrangement which you have agreed is secured by this mortgage (for example, a home loan or a guarantee).

You mortgage the property to us to secure payment of these amounts.

We will discharge this mortgage at your request when you have paid all of the amounts secured by this mortgage.

##### b. What you confirm

You confirm that each of these statements is true and must tell us if this changes at any time:

you own the property or will upon settlement;

- having made reasonable enquiries, to the best of your knowledge no one else has any interest in or rights over the property, except:
  - as set out on the Mortgage Form or noted on the titles register; and
  - leases which you have told us about in writing;
- you do not own the property as trustee (unless you have told us in writing);
- having made reasonable enquires, to the best of your knowledge there is nothing on or relating to the property which might lead to a claim against you or us;
- all information you have given us in connection with this mortgage and any secured arrangement is complete, correct and not misleading;

35271702A

V3

1. The provisions are to be numbered consecutively from number 1.
2. Further pages may be added but each page should be consecutively numbered.
3. To be used for the inclusion of provisions in instruments and plans.

91ATLA

Page 1 of 7

**THE BACK OF THIS FORM MUST NOT BE USED**

Land Use Victoria contact details: see [www.delwp.vic.gov.au/property](http://www.delwp.vic.gov.au/property)>Contact us

# Memorandum of common provisions

## Section 91A Transfer of Land Act 1958

AA6054

12/03/2020

\$98.50

MCP



- you haven't withheld any information that we reasonably consider would have caused us not to enter into this mortgage or any secured arrangement; and
- there is no default (see the *Default* section).

### c. Additional confirmation if you are a corporation

If you are a corporation, you also confirm that each of these statements is true and must tell us if this changes at any time:

- you will be able to satisfy your obligations to us under this mortgage;
- entering into and complying with this mortgage will not result in you breaching any law or obligation you have to any other person or your constituent documents;
- you are not a subsidiary of, nor controlled by, a listed company within the meaning of the Corporations Act 2001 (Cth);
- you will obtain a commercial benefit from entering into this mortgage; and
- your obligations under this mortgage are enforceable according to its terms (and you have not claimed they are not).

### d. Additional confirmations if this is a mortgage of a lease

If all or part of the property is a lease, you also confirm that each of these statements is true and must tell us if this changes at any time:

- having made reasonable enquires, to the best of your knowledge each other party to the lease has complied with its obligations under the lease and they don't have any right, without your consent, to:

- vary the lease or bring it to an end;
- refuse to comply with any of their obligations under the lease;

- you've obtained the written consent of the landlord and any other relevant person to the granting of, and exercise of, our rights in connection with, this mortgage, any sub-lease, licences and other arrangements in connection with the lease;

- you've complied with the requirements, if any, in any consent you've obtained; and

- you've told us about any occupants of the land and the terms of occupancy.

### e. Your other obligations

#### Secured arrangements

You must comply with each secured arrangement.

#### Protect the security

You must do whatever we reasonably ask to:

- maintain and protect:
  - the property and its value;
  - your title to the property; and
  - our interest in the property.

#### Maintenance work

You must:

- maintain and protect the property and its value; and
- tell us if the property is defective or damaged in a way that could affect the value of the property.

#### Building work

You must:

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91ATLA

Page 2 of 7

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Land Use Victoria contact details: see [www.delwp.vic.gov.au/property](http://www.delwp.vic.gov.au/property)>Contact us

V3



# Memorandum of common provisions

## Section 91A Transfer of Land Act 1958

AA6054

12/03/2020

\$98.50

VCP



- get our consent and all necessary approvals from authorities before you carry out or permit any building work;
- ensure that any building work complies with the law, including requirements of authorities, easements and covenants which affect any building work; and
- ensure that all building work is done competently.

### Expenses

You must pay all expenses relating to the property, including rates, taxes and any amounts payable to a body corporate.

### Law

You must:

- comply with the law with respect to the property and ensure everything done on the property complies with the law;
- if the property is strata title, unit title, group title or similar, comply with any by-laws, rules or articles that apply to the property; and
- make sure there is nothing on or relating to the property which might lead to a claim against you or us.

### Selling, renting or mortgaging the property

You must get our consent before you allow any interest in the property or this mortgage to arise or be varied. For example, you must contact us to get our consent before you sell, rent or mortgage the property.

### Other securities

- If we consent to another security over the property, we may require you to get an agreement acceptable to us regarding the priority between this mortgage and the other security.
- You must ensure that the amount secured under any other security over the property is not increased without our consent.

- You must comply with any obligation in connection with any other security over the property.

### Leases

You must:

- enforce any lease or other right or agreement relating to all or part of the property;
- use reasonable efforts to ensure the lessee or other party complies with their obligations; and
- not end or change any such lease, right or agreement or waive any term in it.

If all or part of the property is a lease, you must not:

- do anything that would bring the lease to an end or allow someone else to bring it to an end; and
- allow the lease to expire without renewing it.

### Insurance

You must maintain:

- insurance over the property and any building work against fire and other usual risks for an amount at least equal to their full replacement cost;
- public liability insurance covering the property and any building work; and
- any other insurance we reasonably require in connection with the property.

You must do your best to ensure that nothing happens that could allow an insurer to refuse a claim and tell us if anything could allow an insurer to do this.

Each insurance policy must:

- note our interest as mortgagee;

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# Memorandum of common provisions

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- be on terms and for an amount satisfactory to us acting reasonably; and
- be with an insurer we approve, acting reasonably.

You must produce evidence satisfactory to us of current insurance cover whenever we ask for it.

### Insurance claims

You must tell us if you make an insurance claim or all or part of an insurance claim is refused.

We can take over your rights to make, pursue or settle an insurance claim. We will tell you before we do so. We can exercise those rights in any reasonable way we choose.

You will hold any proceeds of an insurance claim on trust for our benefit.

Unless the law requires otherwise, we may apply or direct the proceeds:

- towards payment of the amounts secured by this mortgage (even if it is not yet due for payment);
- towards restoring the property; or
- into an account from which you can apply them towards restoring the property.

### Documents of title

You must give us custody of all documents of title relating to the property.

### Information

You must promptly give us any information and documents we reasonably request.

## 2 Our Powers

### a. General powers

We may do any of the following at any time:

- enter and inspect the property. We will give you reasonable notice unless there is an emergency. You must help us to

gain entry, including by getting any consent necessary;

- anything which you should have done under this mortgage but have either not done or in our reasonable opinion have not done properly. If we do so, you must pay our reasonable expenses;
- debit your account with amounts you owe;
- complete this mortgage and fill in any blanks; or
- notify anyone of this mortgage.

### b. Default

#### When are you in default?

You will be in default if:

- you fail to pay us an amount when it is due under this mortgage;
- you or a guarantor become bankrupt or insolvent or enter into any arrangement with any creditors;
- you don't comply with the law and in our opinion it has a material impact on your obligations under this mortgage or a secured arrangement; or
- you or a guarantor engage in conduct that is misleading in an important way in relation to this mortgage or a secured arrangement;
- you use a loan provided under a secured arrangement for an unapproved purpose;
- you or a guarantor do not maintain the insurance we require;
- you or a guarantor deal with, or attempt to deal with, any secured property in breach of this mortgage.

#### What can happen if you are in default?

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# Memorandum of common provisions

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If you are in default we may send you a default notice giving you 31 days to remedy the default. If:

- you do not comply with a default notice; or
- we are not required by law to give you a default notice

then we may:

- require you to pay us all amounts secured by this mortgage immediately;
- take possession of the property. We can remove personal possessions and other things on the property and store them at your risk. If you do not reclaim them within a reasonable time, we may dispose of them and pay any proceeds into your account, or the account of their owner;
- collect as your agent any rent and other amounts owing to you in respect of the property. If we want to collect them you must direct your tenants to pay the rent or other amounts to us;
- do anything an owner or receiver of the property could do, including improving, selling or leasing it; and
- appoint a receiver to do any of those things and anything else the law allows a receiver to do.

You must pay us all amounts which we reasonably spend or incur in relation to:

- entering into this mortgage;
- administering this mortgage;
- enforcing this mortgage; or
- protecting or maintaining the property after breach occurs.

Despite anything in any secured arrangement, if you are in default, we need not make a loan or

provide any other form of finance secured by this mortgage.

### c. Receivers

If we appoint a receiver, the receiver is your agent unless we notify you that the receiver is to act as our agent. You are solely responsible for anything done, or not done, by a receiver and for the receiver's pay and costs. We may set a receiver's pay, remove a receiver and appoint a new or additional receiver, as we choose.

### d. Power of attorney

You appoint us or any of our representatives and each receiver as your attorney to do any of the things set out in the *What can happen if you are in default?* section. You cannot revoke this appointment.

### e. Disposal of the secured property is final

You agree that if we or a receiver sell or otherwise dispose of the property:

- you won't challenge the acquirer's right to acquire the property for any reason and you won't seek to reclaim the property; and
- the person who acquires the property need not check whether we or the receiver had the right to dispose of the property or whether we or the receiver exercise that right properly.

### f. What can happen on bankruptcy

On your bankruptcy a court may set aside this mortgage. Also, on your bankruptcy or the bankruptcy of any other party to a secured arrangement, the court or the trustee may require us to pay money.

You agree that you will:

- do anything we ask to restore the mortgage if it is set aside; and
- pay us any amounts that we are required to pay.

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### g. Use of money

We will apply any money received from you under this mortgage towards the amounts secured by this mortgage, unless we are obliged to pay the money to someone with a prior claim to it.

If, when we receive the money, any part of the amounts secured by this mortgage is not then due for payment, we may retain an amount equal to that part. We must hold it in an interest bearing account and use it (and any net interest after tax) to pay the amount when it becomes due for payment.

### h. Set off / Deduction

If you have any money in any account with us we can (but do not need to) use that money to pay the amounts secured by this mortgage.

You cannot deduct any amount you claim is owed to you (by us or anyone else) from the amounts secured by this mortgage.

### i. Exercising our rights

We can exercise all the other rights and powers we have under law even if they overlap with those in this mortgage. If we do not do so as soon as we are able to, we may do so later and may do so more than once.

### j. Transfer

You may not assign, novate or transfer your rights under this mortgage or any secured arrangement.

We can assign, novate or transfer this mortgage, the debts it secures, and any secured arrangement to someone else.

You agree to us giving information to that person about you, your mortgage, the property and any secured arrangement.

### k. Delegation of powers

We may delegate some or all of our powers to someone else. If we do so, then anything done by our delegate will take effect as if it had been done by us.

## 3 General information

### a. Notices

A notice or demand under this mortgage will be served on you if:

- it is served personally;
- it is left at the property or your last address known to us; or
- it is sent by mail to the property or your last address known to us and will be regarded as having been delivered in the ordinary course of post, even if it never arrives.

We may serve court documents in the same way.

### b. Governing law and jurisdiction

Any court cases involving this mortgage can be held in a court of any state or territory of Australia.

The law of the place where the property is located applies to this mortgage.

### c. Banking Code of Practice

The Australian Banking Association's banking code of practice as updated, and adopted by us, from time to time (**Banking Code**) sets out the standards of practice and service in the Australian banking industry for individuals and small business customers, and their guarantors who are individuals.

The relevant provisions of the Banking Code apply to the banking services referred to in this document. This means that we will comply with the Banking Code, where it applies to the banking services provided to you.

You can view a copy of the Banking Code on our website or ask us for a hard copy in branch or over the phone.

### d. Provisions prohibited by law

If any part of a term of this mortgage:

- is unenforceable at law;
- doesn't comply with a law; or
- imposes an obligation or confers a right, power or remedy prohibited by law,

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# Memorandum of common provisions

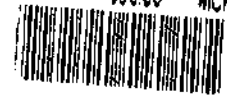
## Section 91A Transfer of Land Act 1958

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that part of the term is omitted or varied to the extent necessary to comply with that law.

### e. Further steps

You must do anything which we ask and reasonably consider necessary to:

- ensure that this mortgage is enforceable, perfected and otherwise effective;
- ensure this mortgage has the priority we require;
- enable us to register the power of attorney (see the *Power of attorney section*); or
- verify your identity or the identity of any person who signs this mortgage on your behalf.

### f. Counterparts

This mortgage may consist of a number of copies, each signed or accepted by one or more parties to it. If so, the signed or accepted copies are treated as making up a single document.

## 4 Trustee

If you give this mortgage as trustee of any trust, you confirm that this mortgage is for the benefit of the trust, you have authority to grant this mortgage, you have the right to be fully indemnified out of trust assets for obligations incurred under this mortgage and that the trust assets are sufficient to cover your financial obligations under this mortgage when they are due (taking into account all other trust liabilities).

## 5 Definitions

Below is an explanation of some of the words we use in this mortgage.

**Building work:** building work, excavation or earthworks on the property, work demolishing, removing or altering any part of the property, or any building or development work required by an authority in connection with the property.

**Property:** All the property mortgaged by this mortgage, including:

- the land or lease of land referred to on the Mortgage Form (or if the relevant blank has not yet been filled in, the land or lease described in a secured arrangement);
- the house or unit and all other buildings and improvements on the land; and
- all rights attaching to the land or lease.

Where this mortgage is of a lease of land, it includes the land which is the subject of the lease, and the house or unit and other buildings and improvements on the land.

**Receiver:** any receiver or receiver and manager.

**Westpac / we / us / our:** Westpac Banking Corporation (ABN 33 007 457 141, AFSL and Australian credit licence 233714).

**You:** The person or entity described as a mortgagor on the Mortgage Form. If there is more than one, it includes any one or more of you.

Where there is more than one of you, each of you is individually liable for any amount owing under this mortgage. Your liability will continue even if one or more of the other mortgagors is no longer liable.

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Produced 04/03/2025 08:23:42 AM

Status	Registered	Dealing Number	AX385769J
Date and Time Lodged	25/10/2023 12:57:26 PM		

### Lodger Details

Lodger Code	21884L
Name	SETTLE CONNECT PTY LTD
Address	
Lodger Box	
Phone	
Email	
Reference	Cardinia (12330/801)

## APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
--------------	----------

### Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

### Estate and/or Interest

FEE SIMPLE

### Land Title Reference

12330/800  
12330/801

### Instrument and/or legislation

RECORD - AGREEMENT - SECTION 173  
Planning & Environment Act - section 173

### Applicant(s)

Name	CARDINIA SHIRE COUNCIL
Address	
Property Name	CARDINIA SHIRE OFFICE
Street Number	20
Street Name	SIDING
Street Type	AVENUE
Locality	OFFICER
State	VIC





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## Electronic Instrument Statement

Postcode 3809

### Additional Details

Refer Image Instrument

The applicant requests the recording of this Instrument in the Register.

### Execution

1. The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Executed on behalf of

Signer Name

Signer Organisation

Signer Role

Execution Date

### File Notes:

NIL

This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.

Statement End.

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Number of Pages (excluding this cover sheet)	<b>17</b>
Document Assembled	<b>04/03/2025 08:23</b>

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HWL  
EBSWORTH  
LAWYERS

## Deed of Agreement

**Under s173 of the  
*Planning and Environment Act 1987***

**Cardinia Shire Council**

and

**BNG (Pakenham) Pty Ltd (ACN 640125686)**

Ref: DV:NB:1050250

Doc ID 1115801193/v1

Level 8, 447 Collins Street, Melbourne VIC 3000 Australia  
PO Box 3, Collins Street West VIC 8007 Australia  
DX 564 Melbourne

Telephone +61 3 8644 3500  
Facsimile 1300 365 323 (Australia) +61 3 9034 3257 (International)  
hwlebsworth.com.au

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## Deed of Agreement

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Date 06/10/2023

### Parties

**Cardinia Shire Council**

of 20 Siding Avenue, Officer 3809

(Council)

**BNG (PAKENHAM) PTY LTD (ACN 640125686)**

of Level 5, 991 Whitehorse Road, Box Hill VIC 3128

(Owner)

### Recitals

- A. Council is the Responsible Authority pursuant to the Act for the administration and enforcement of the Planning Scheme, which applies to the Subject Land.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land, which is the land over which this Agreement is intended to be registered.
- C. On 19 December 2017 Council issued Planning Permit No. T160690 (**Planning Permit**), which allows for the subdivision of the Subject Land, associated works, fencing, removal of native vegetation and altering access to a road in a Road Zone Category 1, generally in accordance with the approved plans.
- D. On 9 June 2021 Council amended the Planning Permit (T160690-2) (**Amended Planning Permit**).
- E. Condition 41 of the Amended Planning Permit provides that:

*Prior to the issuing of a Statement of Compliance for each stage, the owner must enter into an agreement pursuant to Section 173 of the Planning and Environment Act 1987 to provide for the following:*

- a) *A plan of subdivision to show the location and dimensions of the plantation reserve as well as the building envelopes.*
- b) *A requirement that each land owner must maintain the*

---

*plantation reserve in perpetuity at the owner's cost. A separate maintenance/weed control schedule is required.*

- c) A requirement that any fencing within the plantation reserve must be wire or similar material to the satisfaction of the Responsible Authority.*
- d) A requirement that each lot affected by the plantation reserve must comply with the relevant Building Design Guidelines registered on title.*

F. The Parties have agreed to enter into this Agreement:

- (a) to give effect to the requirements of the Amended Planning Permit;
- (b) that the Building Envelopes referred to in this Agreement relate only to the building envelopes for the lots abutting the plantation reserve on the eastern boundary of the Subject Land; and
- (c) to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

---

This deed witnesses that in consideration of, among other things, the mutual promises contained in this deed the parties agree as follows:

## 1. Definitions and interpretation clauses

---

### 1.1 Definitions

In this deed the following definitions apply:

**Act** means the *Planning and Environment Act 1987* (Vic).

**Agreement** means this Deed of Agreement and any Agreement executed by the Parties expressed to be supplemental to this Agreement.

**Building Design Guidelines** means the Building Design Guidelines required by conditions 6 and 7 of the Planning Permit.

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<b>Building Envelopes</b>	means the building envelopes for the lots abutting the plantation reserve on the eastern boundary of the Subject Land.
<b>Building Envelope Plan</b>	means the plan showing the location and dimensions of the Building Envelopes attached at Schedule 1.
<b>Business Day</b>	means a day that is not a Saturday, Sunday or public holiday in Melbourne.
<b>Claim</b>	means any claim, action, proceeding or demand made against the person concerned, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.
<b>Council</b>	means Cardinia Shire Council in its capacity as responsible authority.
<b>Development</b>	means the buildings and works authorised under the Planning Permit.
<b>Endorsed Plans</b>	means the plans and/or other documents that are endorsed pursuant to the Planning Permit from time to time.
<b>Loss</b>	means any loss, damage, cost, expense or liability incurred by the person concerned, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.
<b>Owner</b>	means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple in the Subject Land or any part of it and includes a Mortgagee-in-possession.
<b>Party or Parties</b>	means the Owner and Council under this Agreement as appropriate.
<b>Planning Permit</b>	means Planning Permit No. T160690 issued by Council on 19 December 2017 referred to in Background C of this Agreement, and as amended from time to time (currently T160690-2 issued on 9 June 2021) and including any Endorsed Plans.

<b>Planning Scheme</b>	means the Cardinia Planning Scheme and any other Planning Scheme which applies to the Subject Land.
<b>Plantation Reserve</b>	means the area marked 'plantation reserve' forming part of the Subject Land as detailed in the Building Envelope Plan.
<b>Subject Land</b>	means Volume 12330 Folio 801 (Lot 3 on Plan of Subdivision 6710) and Volume 12330 Folio 800 (Lot 2 on Plan of Subdivision 86652). Any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.
<b>VCAT</b>	means the Victorian Civil and Administrative Tribunal.
<b>Vegetation Plan</b>	means the vegetation plan attached at Schedule 2..

## 1.2 Interpretation

- (a) In this document, unless the context otherwise requires:
- (i) The singular includes the plural and vice versa.
  - (ii) A reference to a gender includes a reference to each other gender.
  - (iii) A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
  - (iv) If a Party consists of more than one person this Agreement binds them jointly and each of them severally.
  - (v) A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.
  - (vi) A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
  - (vii) The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
  - (viii) Headings are for guidance only and do not affect the interpretation of this Agreement.

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- (b) The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and
  - (i) bind the Owner, its successors, transferees and permitted assigns, the registered proprietor or proprietors for the time being of the Subject Land; and
  - (ii) if the Subject Land is subdivided further, this Agreement must be read and applied so that each subsequent Owner of a lot is only responsible for those covenants and obligations which relate to that Owner's lot.

## 2. Owner's obligations

---

### 2.1 Plans showing the location of the Plantation Reserve and the Building Envelopes

The Owner covenants and agrees that the Building Envelope Plan shows the location and dimensions of the Plantation Reserve, as well as, the relevant Building Envelopes.

### 2.2 Maintenance of the Plantation Reserve

The Owner covenants and agrees that it will maintain the plantation reserve:

- (a) in perpetuity;
- (b) at the its own cost; and
- (c) in accordance with the Vegetation Plan.

### 2.3 Fencing within the Plantation Reserve

The Owner covenants and agrees to construct all fencing within the Plantation Reserve of wire or similar material to the satisfaction of the Responsible Authority.

### 2.4 Building Design Guidelines

The Owner covenants and agrees that the construction of buildings on each lot affected by the Plantation Reserve must comply with the Building Design Guidelines.

## 3. Further obligations

---

### 3.1 Notice and registration

The Owner will bring this Agreement to the notice of all prospective purchasers, Mortgagees, lessees, charges, transferees and assigns of the Subject Land.

### 3.2 Giving effect to this Agreement

The Owner will do all things necessary to give effect to this Agreement, including executing any further documents and will comply with its obligations under this Agreement.

### 3.3 Recording by Registrar of Titles

The Owner will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject Land in accordance with s181 of the Act and do all things necessary to enable Council to do so including signing any further agreement, acknowledgement or document or procuring the consent to this Agreement of any Mortgagee or caveator to enable the recording to be made in the Register under that section.

### 3.4 Council's costs to be paid

- (a) The Owner will immediately pay to Council, Council's reasonable costs and expenses (including legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement which are and until paid will remain a debt due to Council by the Owner.
- (b) If in dispute, Council may have the costs assessed by the Law Institute of Victoria Costing Service and the Parties will be bound by any assessment, and the cost of any assessment will be paid equally by the Parties.

### 3.5 Mortgagee to be Bound

The Owner covenants to obtain the consent of any Mortgagee to be bound by the covenants in this Agreement if the Mortgagee becomes Mortgagee in possession of the Subject Land.

### 3.6 Covenants run with the Subject Land

The Owner's obligation in this Agreement are intended to take effect as covenants which shall be annexed to and run at law and in equity with the Subject Land and every part of it, and bind the Owner and its successors, assignees and transferees, the registered proprietor or proprietors for the time being of the Subject Land and every part of the Subject Land.

## 4. Agreement under Section 173 of the Act

---

Council and the Owner agree without limiting or restricting their respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made pursuant to section 173 of the Act.

## 5. Owner's warranties

---

Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from the Owner and any other person which has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

## 6. Successors in title

---

### 6.1 Successors in title

Without limiting the operation or effect which this Agreement has, the Owner must ensure that until such time as a memorandum of this Agreement is registered on the title to the Subject Land, successors in title shall be required to:

- (a) give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- (b) execute a deed agreeing to be bound by the terms of this Agreement.

## 7. Notices

---

### 7.1 Service

A notice or other communication required or permitted to be served by a Party on another Party must be in writing and may be served:

- (a) by delivering it personally to that Party;
- (b) by sending it by prepaid post addressed to that Party at the address set out in this Agreement or subsequently notified to each Party from time to time; or
- (c) by sending it by electronic mail to that Party using the email address set out in this Agreement or subsequently notified to each Party from time to time.

### 7.2 Time of service

A notice or other communication is deemed served:

- (a) if delivered, on the following business day;
- (b) if posted, on the expiration of two business days after the date of posting; or
- (c) if emailed, when the electronic communication becomes capable of being retrieved by the addressee at an electronic address designated by the addressee.



## 8. Miscellaneous

---

### 8.1 Commencement of Agreement

Unless otherwise provided in this Agreement, this Agreement commences from the date of this Agreement.

### 8.2 Default

- (a) If the Owner fails to comply with the provisions of this Agreement, Council may serve a notice on the Owner specifying the works, matters and things in respect of which the Owner is in default.
- (b) If the alleged default continues for 30 days after the service of such notice, Council may, by its officers, employees, agents and contractors, enter the Subject Land and ensure that the works, matters and things are carried out.
- (c) The costs incurred by the Council in undertaking the works as a result of the Owner's default will be payable by the Owner.

### 8.3 Ending of Agreement

This Agreement ends:

- (a) on the date that the Council confirms in writing that this Agreement can be ended; or
- (b) otherwise in accordance with the Act.

### 8.4 Application to Registrar

As soon as reasonably practicable after the Agreement has ended, Council will, at the request and at the cost of the Owner make application to the Registrar of Titles under s183(2) of the Act to cancel the recording of this Agreement on the register.

### 8.5 No fettering of Council's powers

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of Council to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Subject Land or relating to any use or development of the Subject Land.

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### 8.6 No waiver

Any time or other indulgence granted by Council to the Owner or any variation of the terms and conditions of this Agreement or any judgment or order obtained by Council against the Owner will not in any way amount to a waiver of any of the rights or remedies of Council in relation to the terms of this Agreement.

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## 8.7 Severability

- (a) If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it must be severed and the other provisions of this Agreement will remain operative.
- (b) Clause 8.7(a) will not apply if to do so will materially affect the commercial arrangement formed by this Agreement.

## 8.8 Proper law

This Agreement is governed by and the Owner submits to the laws of the State of Victoria.

## 8.9 Counterparts

This Agreement may be executed in counterparts, and is binding on the parties upon the counterparts being exchanged. A copy of the original executed counterpart sent by email is to be treated as an original counterpart for all intents and purposes.

## Schedule

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### Mortgagee's Consent

Daiwa Capital Markets Australia Ltd as Mortgagee of registered Mortgage No AW944856J consents to the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement as if it were the Owner of the Subject Land.



Executed as a deed

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## Schedule 1

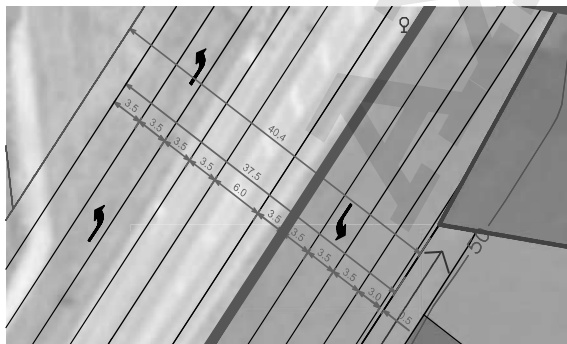
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### Building Envelope Plan

AX385769J



LEGEND	
	Title boundary (approx.)
	Pedestrian path
	Shared path
	Stage boundary
	Stage numbers
	Entry point
	Existing contours (5m interval)
	Lots
	Substation kiosk
	Superlot
	Pakenham road widening
	Naturestrip (indicative)
	Road pavement (indicative)
	Reserve (Council easement)
	Tree reserve
	Drainage reserve
	Plantation Reserve (back of lot) = 7m
	Turning direction
	Trees & TPZ - via Ecolink
	Trees to be removed
	4m Paper Road
	Building Envelope



Pakenham Road - Cross Section

Notes:

- This plan is subject to Council approval.
- All dimensions and areas are subject to survey and final computations.
- The drainage reserve shown has been preliminarily sized for the treatment and detention of stormwater to Council requirements. The layout and area required will be subject to engineering detail design and Council approval.
- All roads are 16m local access level 1 unless noted otherwise.
- Road pavement is indicative only and subject to detailed engineering design.
- Arc dimensions shown are length of arc (not chord)

Total number of lots	203
Stage 1	31
Stage 2	34
Stage 3	18
Stage 4	44
Stage 5	41
Stage 6	34
Stage 7*	1

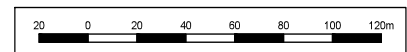
\* Stage includes 1 Superlot

Lot Schedule by Area		
Lot Size	Number of Lots	%
0-299m <sup>2</sup>	42	20.8
300-399m <sup>2</sup>	56	27.7
400-499m <sup>2</sup>	81	40.1
500-599m <sup>2</sup>	3	1.5
600-699m <sup>2</sup>	0	0.0
700m <sup>2</sup> +	20	9.9
Total	202	100

\* Table does not include superlot

Site (Approx.)	15,307 ha
* Standard Density Lots	7,515 ha
* Medium Density Lots	1,021 ha
* Superlot	1,168 ha
* Kiosk	0,009 ha
* Tree Reserve	0,165 ha
* Non-Arterial Roads	3,274 ha
Arterial Roads (Pakenham road widening)	0,693 ha
Reserve (Council Easement)	0,580 ha
Drainage Reserve	0,884 ha
Net Developable Area	13,150 ha
Lot Yield (Standard Density)	160 lots 470m <sup>2</sup> average lot size
Lot Yield (Medium Density)	42 lots 243m <sup>2</sup> average lot size
** Lot Yield (Overall)	202 lots @ 16.9 lots per ha 423m <sup>2</sup> average lot size
Superlot	1
Total Number of Lots (Inc. 1 superlot)	203

\* Indicates inclusion in NDA



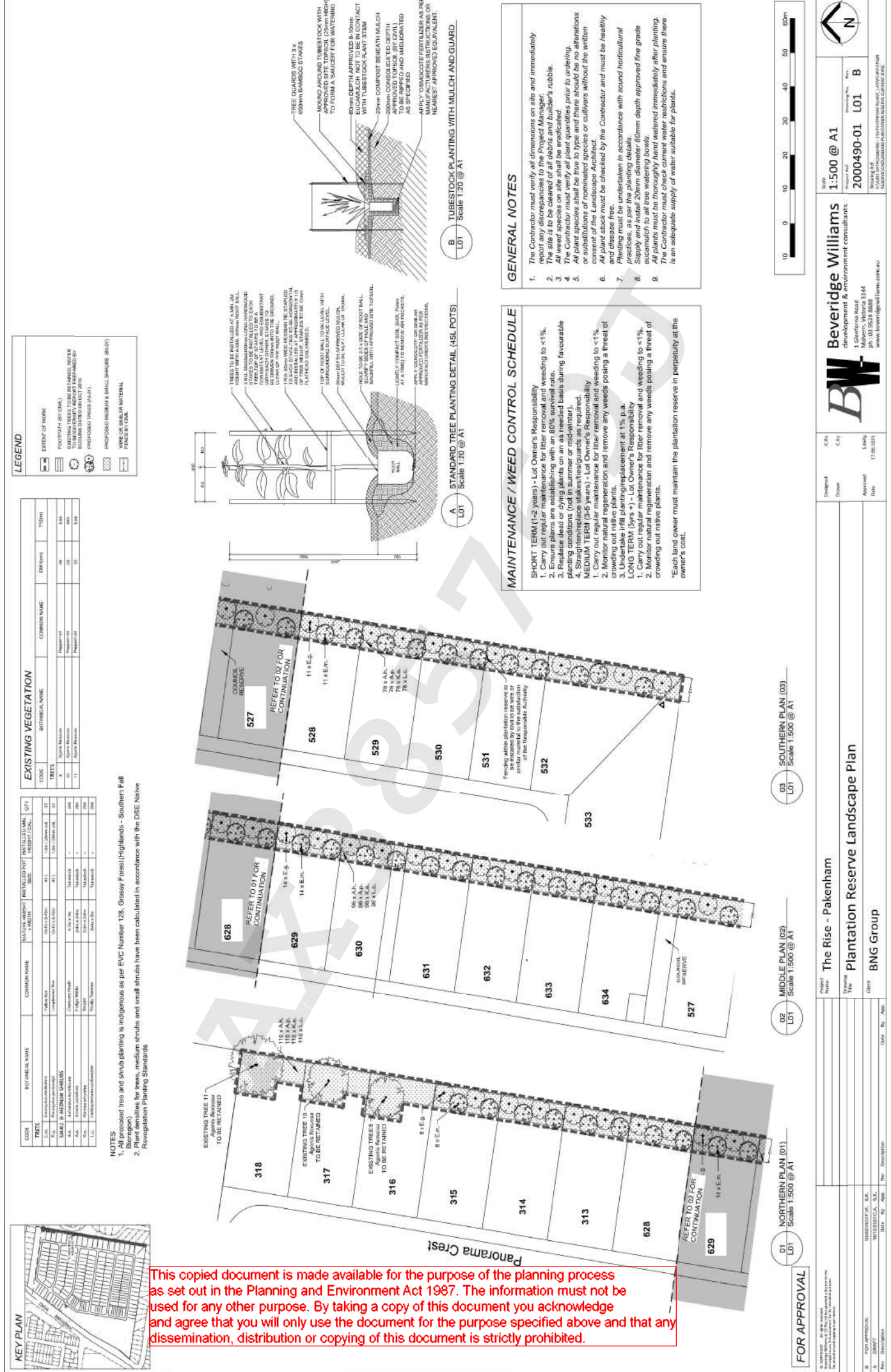
## Schedule 2


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### Vegetation Plan

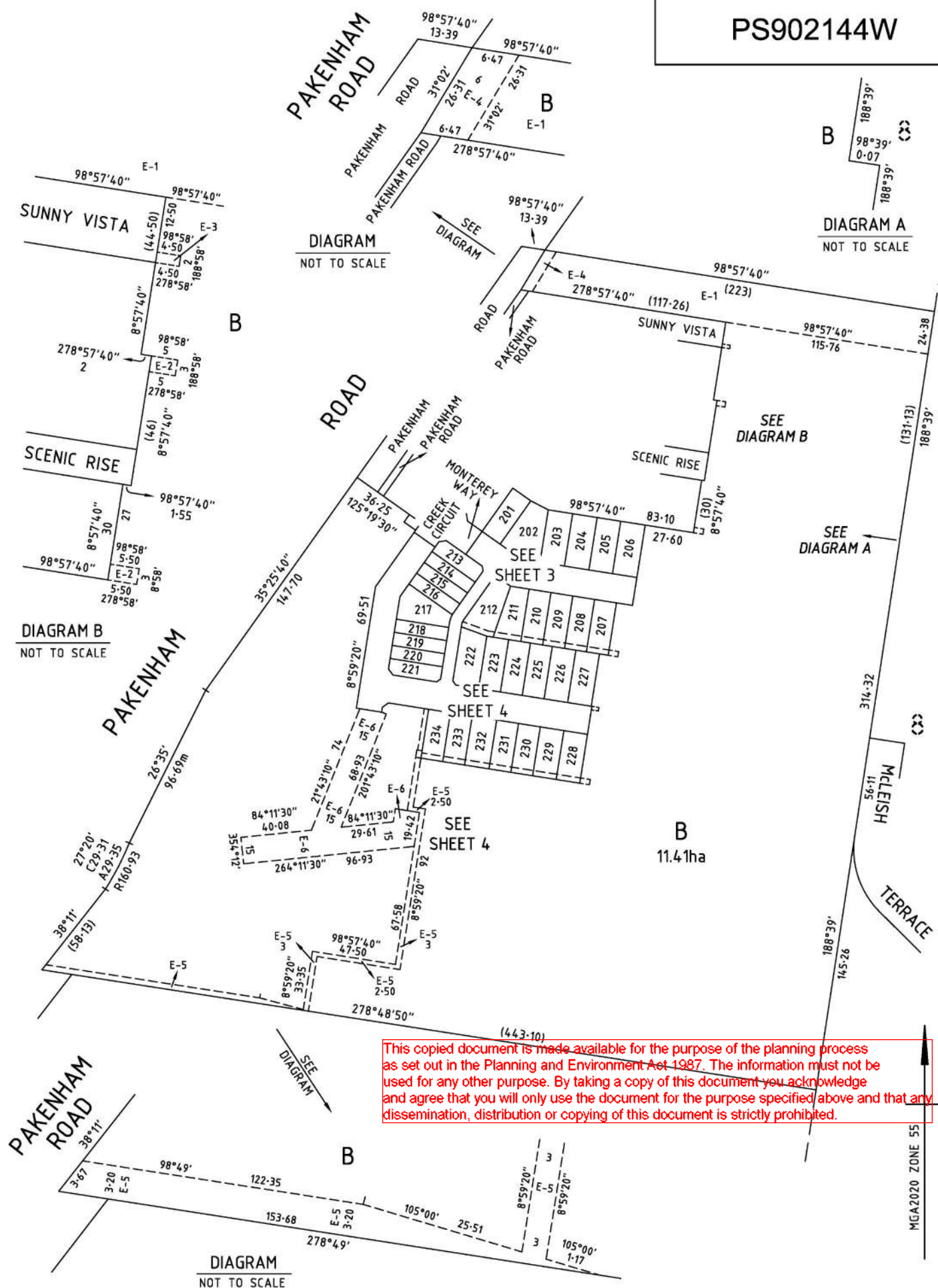
AX385769J



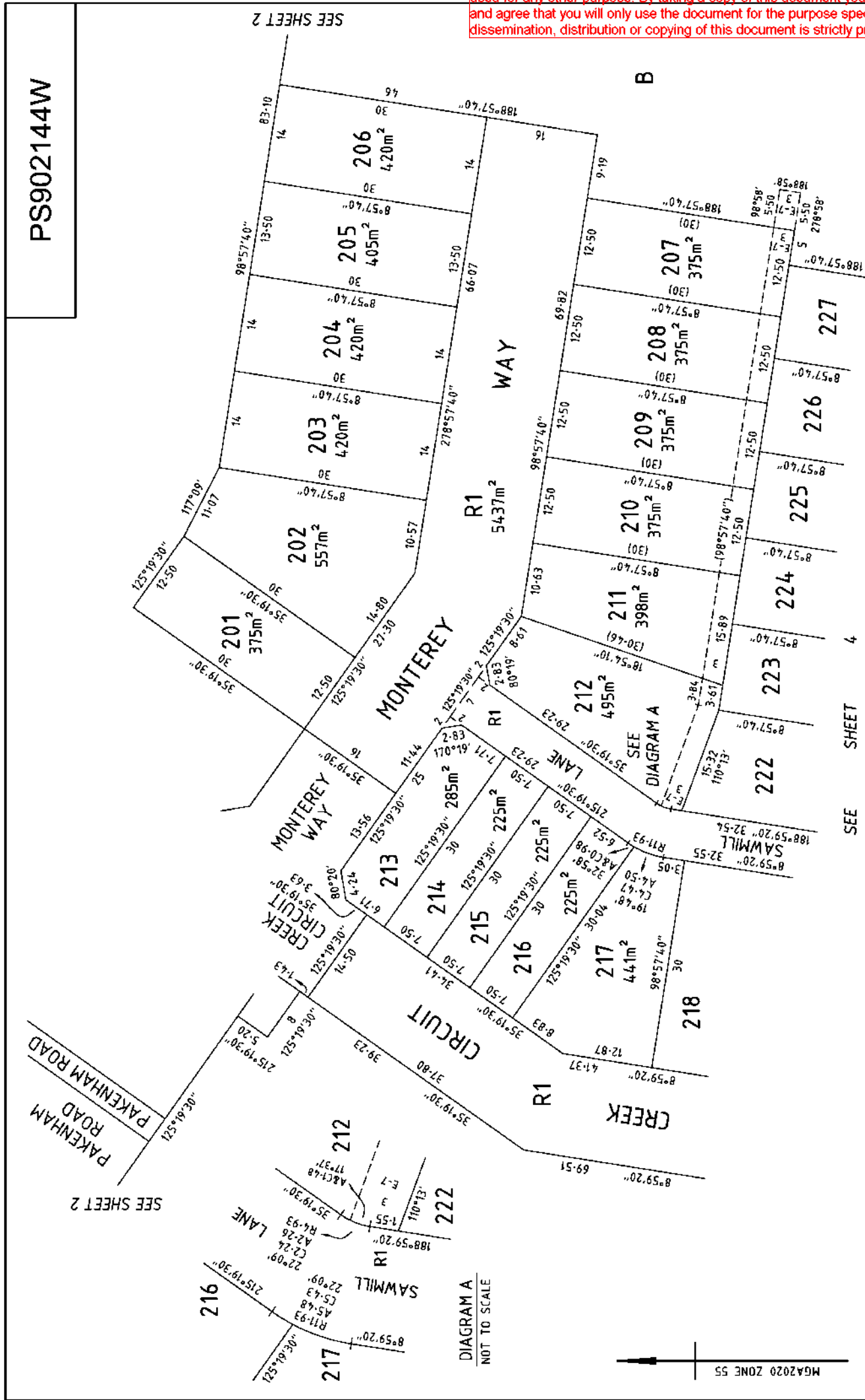


PLAN OF SUBDIVISION			EDITION 1	PS902144W	
<b>LOCATION OF LAND</b>  <b>PARISH:</b> NAR NAR GOON <b>TOWNSHIP:</b> PAKENHAM <b>SECTION:</b> —  <b>CROWN ALLOTMENT:</b> 32(PT), 33(PT) & 34(PT)  <b>TITLE REFERENCE:</b> VOL. 12580 FOL. 422 VOL. 12330 FOL. 800  <b>LAST PLAN REFERENCE:</b> PS848743W (LOT A) LP86652 (LOT 2)  <b>POSTAL ADDRESS:</b> 14 SUNNY VISTA (at time of subdivision) PAKENHAM ROAD PAKENHAM 3810  <b>MGA CO-ORDINATES:</b> E: 366 200 ZONE: 55 (of approx centre of land N: 5 786 450 GDA 2020 in plan)			<b>Council Name:</b> Cardinia Shire Council  <b>Council Reference Number:</b> S21-147 <b>Planning Permit Reference:</b> T160690-2 <b>SPEAR Reference Number:</b> S182118A  <b>Certification</b>  This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6 of the Subdivision Act 1988: 16/08/2023  Public Open Space  A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has been made and the requirement has not been satisfied at Certification  Digitally signed by: Sonia Higgins for Cardinia Shire Council on 27/06/2024  <b>Statement of Compliance</b> issued: 28/10/2024  Public Open Space  A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has been made and the requirement has been satisfied at Statement of Compliance		
<b>VESTING OF ROADS AND/OR RESERVES</b>			<b>NOTATIONS</b>		
IDENTIFIER		COUNCIL/BODY/PERSON		<b>LOTS 1 TO 200 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN.</b>  <b>LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE RESTRICTIONS. FOR DETAILS OF RESTRICTIONS INCLUDING BURDENED LOTS &amp; BENEFITING LOTS, SEE CREATION OF RESTRICTIONS ON SHEET 5</b>  <b>OTHER PURPOSE OF PLAN:</b> TO REMOVE THAT PART OF THE SEWERAGE EASEMENT CREATED AS E-3 ON PS848743W CONTAINED WITHIN MONTEREY WAY ON THIS PLAN.  <b>GROUND'S FOR REMOVAL OF EASEMENT:</b> AGREEMENT FROM ALL INTERESTED PARTIES (SECTION 6(1)K SUBDIVISION ACT 1988)  <b>WARNING:</b> The restrictive covenant(s)/restriction(s) in this plan may have been varied or removed. For current information, please refer to the relevant folio(s) of the Register, noting section 88(3) of the Transfer of Land Act 1958	
ROAD R1		CARDINIA SHIRE COUNCIL			
<b>NOTATIONS</b>					
<b>DEPTH LIMITATION: DOES NOT APPLY</b>					
This is a SPEAR plan. <b>STAGING:</b> This is not a staged subdivision. Planning Permit No. T160690 <b>SURVEY:</b> This plan is based on survey. This survey has been connected to permanent marks No(s). 89, 199, 210, 285, 286, 287, 295, 319, 320, 354, 355, 363, 674, 675  <div>Estate: The Rise - Pakenham Phase No.: 02 No. of Lots: 34 + Lot B PHASE AREA: 1.772ha</div>			<div>This copied document is made available for the purpose of the planning process as set out in the Planning and Environment Act 1987. The information must not be used for any other purpose. By taking a copy of this document you acknowledge and agree that you will only use the document for the purpose specified above and that any dissemination, distribution or copying of this document is strictly prohibited.</div>		
<b>EASEMENT INFORMATION</b>					
<b>LEGEND:</b> A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					
<b>SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO LOTS 213 TO 216 (BOTH INCLUSIVE) AND 218 TO 221 (BOTH INCLUSIVE) IN THIS PLAN.</b>					
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	
E-1, E-4 E-2 E-2, E-3 E-7, E-5 E-7, E-6 E-4	PIPELINE DRAINAGE SEWERAGE SEWERAGE DRAINAGE SUPPLY OF WATER (THROUGH UNDERGROUND PIPES)	24.38 SEE DIAG SEE DIAG SEE DIAG SEE DIAG 6	INST. D613929 PS848743W PS848743W THIS PLAN THIS PLAN PS848743W	VICTORIA PIPELINES COMMISSION CARDINIA SHIRE COUNCIL SOUTH EAST WATER CORPORATION SOUTH EAST WATER CORPORATION CARDINIA SHIRE COUNCIL SOUTH EAST WATER CORPORATION	
 <b>Beveridge Williams</b> development & environment consultants Melbourne ph : 03 9524 8888 www.beveridgewilliams.com.au			SURVEYORS FILE REF: 2000490/02 2000490-02-PS-V6.DWG		ORIGINAL SHEET SIZE: A3 SHEET 1 OF 5
			Land Use Victoria Plan Registered 10:25 AM 01/11/2024 Assistant Registrar of Titles		









<div><div><b>Beveridge Williams</b> development &amp; environment consultants Melbourne ph : 03 9524 8888 <a href="http://www.beveridgewilliams.com.au">www.beveridgewilliams.com.au</a></div></div>	SURVEYORS REFERENCE  2000490 /02		SCALE 1 : 500	LENGTHS ARE IN METRES						ORIGINAL SHEET SIZE: A3	SHEET 3	
				5	0	5	10	15	20	Digitally signed by: Cardinia Shire Council, 27/06/2024, SPEAR Ref: S182118A		
			Digitally signed by ADRIAN JAMES FREEMAN, Licenced Surveyor, Surveyor's Plan Version (6), 03/06/2024, SPEAR Ref: S182118A									



# SUBDIVISION ACT 1988

## CREATION OF RESTRICTION 'A'

PS902144W

THE REGISTERED PROPRIETORS OF THE BURDENED LAND COVENANT WITH THE REGISTERED PROPRIETORS OF THE BENEFITED LAND AS SET OUT IN THE RESTRICTION WITH THE INTENT THAT THE BURDEN OF THE RESTRICTION RUNS WITH AND BINDS THE BURDENED LAND AND THE BENEFIT OF THE RESTRICTION IS ANNEXED TO AND RUNS WITH THE BENEFITED LAND.

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### LAND TO BENEFIT & TO BE BURDENED:

BURDENED LAND: LOTS 201 TO 234 (BOTH INCLUSIVE)

BENEFITING LAND: LOTS 201 TO 234 (BOTH INCLUSIVE)

### DESCRIPTION OF RESTRICTION:

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THE PLAN OF SUBDIVISION SHALL NOT:

- (1) CONSTRUCT OR ALLOW TO BE CONSTRUCTED ANY BUILDING OR STRUCTURE OTHER THAN A BUILDING OR STRUCTURE THAT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE RISE (PAKENHAM) ESTATE DESIGN GUIDELINES AS AMENDED FROM TIME TO TIME.

A COPY OF THE DESIGN GUIDELINES AND BUILDING ENVELOPE PLAN IS AVAILABLE at <http://www.beveridgewilliams.com.au/design-application/>

- (2) CONSTRUCT OR ALLOW TO BE CONSTRUCTED ANY BUILDING OR STRUCTURE ON THE LOT PRIOR TO:
  - (A) COPIES OF BUILDING PLANS, ELEVATION, ROOF PLANS, SITE PLANS (INCORPORATING SETBACKS FROM ALL BOUNDARIES, EXISTING CONTOURS, PROPOSED FINISHED FLOOR LEVELS AND SITE LEVELS, ALL PROPOSED DRIVEWAYS AND PATHS, DETAILS OF FENCES AND OUTBUILDINGS AND LANDSCAPING) AND SCHEDULES OF EXTERNAL COLOURS AND MATERIALS HAVE BEEN SUBMITTED VIA THE DESIGN PORTAL AT THE ABOVE ADDRESS OR SUCH OTHER ENTITY AS MAY BE NOMINATED BY THE DESIGN ASSESSMENT PANEL FROM TIME TO TIME;
  - (B) THE DESIGN ASSESSMENT PANEL OR SUCH OTHER ENTITY AS MAY BE NOMINATED BY THE DESIGN ASSESSMENT PANEL FROM TIME TO TIME HAVE GIVEN ITS WRITTEN APPROVAL TO THE PLANS PRIOR TO THE COMMENCEMENT OF WORKS.

### VARIATION:

ANY VARIATION TO CONDITIONS 1 AND 2 OF RESTRICTION 'A' WILL REQUIRE THE CONSENT OF THE DESIGN ASSESSMENT PANEL.

### EXPIRY:

THIS RESTRICTION CEASES TO HAVE EFFECT FOLLOWING AFTER EITHER;

- (i) THE ISSUE OF AN OCCUPANCY PERMIT UNDER THE BUILDING ACT 1993 (OR SIMILAR) IN RESPECT OF A BUILDING ON EVERY RESIDENTIAL LOT ON THIS PLAN.
- (ii) 31 DECEMBER 2039.

## CREATION OF RESTRICTION 'B'

THE REGISTERED PROPRIETORS OF THE BURDENED LAND COVENANT WITH THE REGISTERED PROPRIETORS OF THE BENEFITED LAND AS SET OUT IN THE RESTRICTION WITH THE INTENT THAT THE BURDEN OF THE RESTRICTION RUNS WITH AND BINDS THE BURDENED LAND AND THE BENEFIT OF THE RESTRICTION IS ANNEXED TO AND RUNS WITH THE BENEFITED LAND.

### LAND TO BENEFIT & TO BE BURDENED:

BURDENED LAND: LOTS 201 TO 234 (BOTH INCLUSIVE)

BENEFITING LAND: LOTS 201 TO 234 (BOTH INCLUSIVE)

### DESCRIPTION OF RESTRICTION:

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THE PLAN OF SUBDIVISION SHALL NOT:

- 1) CONSTRUCT OR ALLOW TO BE CONSTRUCTED ANY BUILDING OR STRUCTURE WITH PARTY WALLS UNLESS THE PARTY WALLS ARE CONSTRUCTED SIMULTANEOUSLY WITH THE ABUTTING LOTS

### EXPIRY:

THIS RESTRICTION CEASES TO HAVE EFFECT FOLLOWING AFTER EITHER;

- (i) THE ISSUE OF AN OCCUPANCY PERMIT UNDER THE BUILDING ACT 1993 (OR SIMILAR) IN RESPECT OF A BUILDING ON EVERY RESIDENTIAL LOT ON THIS PLAN.
- (ii) 31 DECEMBER 2039.



**Beveridge Williams**  
development & environment consultants

Melbourne ph : 03 9524 8888

[www.beveridgewilliams.com.au](http://www.beveridgewilliams.com.au)

ORIGINAL SHEET  
SIZE: A3

SHEET 5

Digitally signed by:  
Cardinia Shire Council,  
27/06/2024,  
SPEAR Ref: S182118A



# Planning Report

## 3 Kookaburra Rise, Pakenham

### Client

Beachwood Homes

### Issued

20/03/2025



Melbourne Office  
1 Glenferrie Road  
PO Box 61  
Malvern VIC 3144  
Tel: (03) 9524 8888

[beveridgewilliams.com.au](http://beveridgewilliams.com.au)

**BW**  
Beveridge Williams



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Client:	Beachwood Homes	Surveying
Issued:	20/03/2025	Asset Recording
Version:	1	Civil Engineering
Prepared by:	JG	Infrastructure Engineering
Checked by:	AB	Traffic & Transport Engineering
Project Manager:	AB	Environmental Consulting
Project Number:	2500763	Water Resource Engineering
		Strata Certification (NSW)
		Town Planning
		Urban Design
		Landscape Architecture
		Project Management

Revision Table

REV	DESCRIPTION	DATE	AUTHORISED
1	Planning Application	19/03/2025	AB

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3. PROPOSAL	7
4. PLANNING CONTROLS	7
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## 1. INTRODUCTION

Beveridge Williams is pleased to submit this application on behalf of the landowner at 3 Kookaburra Place, Pakenham (Lot 222, PS902144W). The application seeks approval for a single-dwelling to be constructed on the land pursuant to the Environmental Significance Overlay, Schedule 5 (Pakenham North Ridge).

The land is also in a General Residential Zone, Schedule 1 and subject to the Developer Contributions Plan Overlay, Schedule 1. However, neither of these controls trigger the need for a planning permit.

The site is a newly created vacant parcel within Stage 2 of The Rise Estate (previously known as 110 Pakenham Road, Pakenham). The subdivision of the land has been subject to a thorough assessment process which commenced in 2017 with the granting of a permit. Titles in Stage 1 and Stage 2 have recently been released. Stage 3 and Stage 4 are under construction, and Stage 5 and Stage 6 are expected to commence construction soon.

This report concludes that the dwelling design is consistent with the ambitions of the Environmental Significance Overlay, Schedule 5 (Pakenham North Ridge), noting most objectives under the overlay have already been resolved through the subdivision.

## 2. THE SITE AND SURROUNDS

Planning Permit T160690 was issued on 19 December 2017 for:

*Staged subdivision of the land, associated works, fencing, removal of native vegetation and altering access to a road in a Road Zone Category 1, generally in accordance with the approved plans at 110 Pakenham Road, Pakenham.*

The permit's approval followed the consideration of a number of detailed specialist reports, including:

- A Highest and Best Use Assessment (Essential Economics, May 2016)
- A Biodiversity Assessment (Ecolink, October 2016) with a separate detail flora and fauna surveyed conducted.
- An Arborist Report (Bluegum, July 2016)
- A Drainage Strategy and Slope Analysis (Taylors, July 2016)
- Geotechnical Reports (Atma Environmental, February 2017 and A.S. James Pty Ltd, March 2018)
- A Traffic Engineering Assessment (Traffix Group, October 2016).
- A CHMP (No. 14643)

The subdivision has proceeded, subject to some relatively minor revisions to the original masterplan, via the planning process and Council's approval of Functional Layout Plans and Detailed Engineering Drawing.

The current approved masterplan (Version 21, approved 19 November 2024) shows 6 stages and a total of 203 lots. Stages 1 and 2 were recently finished providing for 65 residential lots that vary in size between 225sqm and 550sqm over the lower slopes of the estate.

To facilitate the completion of Stages 1 and 2, the following actions under the subdivision permit have occurred:

- A Section 173 Agreement has been registered on the parent title, introducing building envelopes and landscape requirements on elevated lots in Stages 3, 5 and 6 (Condition 41).
- Vegetation offsets have been secured (Condition 37),
- Developer contributions have been paid (Condition 27),
- Open space contributions have been paid (Condition 26)
- Dwelling Design Guidelines and building envelopes have been approved by Council (Condition 6), and implemented via a restriction on title. Except for the small lots below 300sq, new lots in Stage 1 and Stage 2 are subject to building envelopes.
- The intersection at the entrance to the estate off Pakenham Road has been constructed.
- The land has been cleared of vegetation, re-graded, with retaining walls and fences constructed within Stage 1 and Stage 2. Roads, footpaths and services are in place.





Figure 1 - The Estate under construction, 1/1/2024



Figure 2 – The Rise Estate, February 2025 (the red star shows the location of 3 Kookaburra Rise)



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The site is located on the northeast corner of the intersection of Kookaburra Rise and Sawmill Lane. The lot is 471sqm in area, with a frontage to Kookaburra Rise of 15m and a depth along Sawmill Lane of 30m, excluding minor splays.

The site survey shows the land falls gently from RL12 at the base of a concrete sleeper retaining wall at the rear of the site to RL10 at the front of the site (Kookaburra Rise). The concrete sleeper retaining wall has a maximum height of 1m in the northeast corner of the site and steps lower to zero half way across the back boundary. There is also a low stacked stone retaining wall along the site's western boundary with Sawmill Lane (see Figure 3).



Figure 3 – Photo of site (the red line is the approximate site boundary).

Covenant PS202144W requires development of dwellings in accordance with The Riase (Pakenham) Estate Design Guidelines. The building envelope which forms part of this restriction on Lot 222 shows any building must have a 4m setback from Kookaburra Rise, a 2m setback from Sawmill Lane and a 1m setback from the rear (northern) boundary.



Figure 4 - Building Envelopes

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The lots surrounding the site vary in size and are also vacant. The rectangular lot to the east is 350sqm and lot to the north is 495sqm. Lots on the western side of Sawmill Lane are 225sqm, with the laneway providing vehicle access.

### 3. PROPOSAL

It is proposed to construct a double-storey dwelling on the land. The dwelling is setback 5.2m from Kookaburra Rise, 2.5m from Sawmill Lane and 8.1m from the rear boundary. A garage is constructed to the eastern boundary.

The dwelling has a brick façade and a Colorbond pitched gable roof. It offers living areas and a guest's bedroom at ground level and 5 bedrooms and a rumpus room at first floor. The dwelling is 7.9m high.

The dwelling is shown on Beachwood Homes plans Ref:11576, Issue E, dated 17/03/2025.

### 4. PLANNING CONTROLS

The land is subject to the **General Residential Zone, Schedule 1**. A planning permit is not required under this control as the lot area exceeds 300sqm.

The land is subject to **Development Contribution Plan Overlay, Schedule 1**. A development contribution has been paid pursuant to Planning Permit T160690 when the land was subdivided. There are no permit triggers or requirements associated with constructing a single dwelling.

The land is within the **Environmental Significance Overlay, Schedule 4 (ESO4)** which applies to Pakenham North Ridge. Planning permission is required under this overlay to subdivide land, remove vegetation, construct a building or construct or carry out works, and construct a fence.

This application seeks the construction of a dwelling and boundary fencing. We note planning permission has already been granted for both subdivision of the land and the removal of vegetation. In each of these instances, the ESO4 was considered.

ESO4 covers the whole of the parent title (1110 Pakenham Road), and land to the north (see Figure 5).

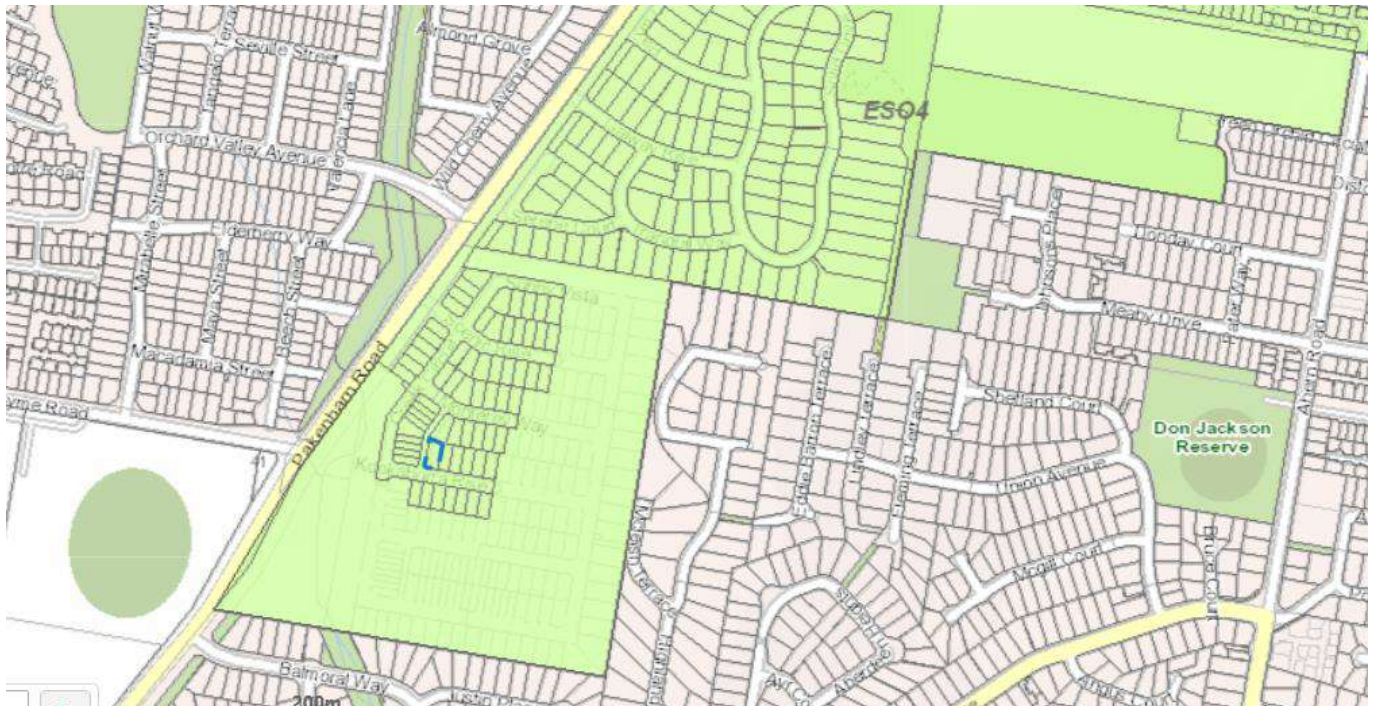


Figure 5 – The extent of ESO4



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The Purpose of the ESO is:

- To identify areas where the development of land may be affected by environmental constraints.
- To ensure that development is compatible with identified environmental values.



Figure 6 – The 'Pakenham North Ridge' prior to subdivision occurring (in 2015)

Schedule 4 outlines the following Statement of Significance:

*The Pakenham ridge has regional significance for biodiversity. It makes a substantial contribution to biodiversity in the Gippsland Plain Bioregion as well as the Pakenham area. The area has remnants of Grassy Forest, an ecosystem that is vulnerable in the area. The Cobra Greenhood Orchid (*Pterostylis grandiflora*) which is of state significance, and the Green Scentbark (*Eucalyptus fulgens*) which is of state/national significance, are found in the area.*

*The area is characterised by a geology of Devonian Granitic and Silurian Sediment origin, moderate to steep slopes, and areas of remnant vegetation. These characteristics contribute to environmental values including landscape quality, water quality, and habitat of botanical and zoological significance. These characteristics are also a significant factor contributing to environmental hazards such as erosion, salinity and fire risk, and susceptibility to visual intrusion from buildings and works.*

The Environmental Objectives to be met under the Overlay are:

- *To protect and enhance the significant environmental and landscape values of the Pakenham North ridge.*
- *To ensure that the siting and design of buildings and works does not adversely impact on environmental and landscape values including the ridge landform, the diverse and interesting landscape, the natural skyline of ridge areas, areas of remnant vegetation, and habitat of botanical and zoological significance.*
- *To ensure that the siting and design of buildings and works responds to environmental and landscape values, and addresses environmental hazards of erosion, salinity and fire.*
- *To maintain, manage and promote replanting of native vegetation as an important element of the Pakenham North ridge landscape and natural systems.*
- *To ensure long term protection of areas of high conservation value and promote the protection and enhancement of wildlife habitat and corridors.*

The ecology and biodiversity of the Pakenham North ridge was considered as part of the subdivision approval. Permission was granted to remove most of the vegetation from the parent title. The land has since been graded and reformed to provide roads, services and flat ground for dwelling construction using retaining walls and fill in accordance with geotechnical assessments provided with the application and through the assessment of detailed engineering plans. Matters such as water runoff, erosion and bushfire risk were also considered pursuant to the subdivision and resolved through construction of the estate.



Some land within The Rise Estate is steep and elevated above the valley floor. Building envelopes and a 7m wide plantation reserve are implemented through a Section 173 Agreement on elevated lots in Stage 3, 5 and 6. However, for the main, the land gently rises to the east and the long boundary of lots in the estate generally follow the north-south contour lines to minimise the height of retaining walls along the side and rear boundaries and allow dwelling to step-up the slope.

The subject site is located on modified and relatively flat land at the bottom of the hillside. What remains as relevant considerations for a new dwelling and fence under the control is limited given the main objective of protecting the biodiversity is not a factor for individual lots that have be graded and regraded.

In response to the other considerations, the proposed dwelling scales, through its height and massing, in a manner that it will not impact the ridge or skyline. In time, the dwelling will be viewed with a roof profile that is slightly higher than built form to the west (dwellings constructed at a lower elevation) and slightly lower than built form to the east (dwellings constructed at a higher elevation). Eventually, the dwelling will represent just one roof profile in a sea of other roofs that step-up the hillside. This stepping up of built-form is most evident to the north of the site in the neighbouring estate where more construction activity has occurred (see Figure 7).



Figure 7 – Dwellings stepping-up the hillside in Serene Court.

The proposed construction materials, being brick with a dark Colorbond roof, are non-reflective and complement the natural landscape as well as building already constructed within the ESO4 area.

The proposed dwelling, shown in the location of the red star in Figure 8, will not impact on views of native vegetation, any natural landforms or the ridge.



Figure 8 – The Rise Estate under construction (Google Streetview)

The relatively low site coverage of the proposed dwelling (at 40%) provides appropriate space for landscaping to enhance the landscaped character of the area.

Lastly, the proposed lapped and capped timber paling fences along the side and rear boundaries accords with the requirements of The Rise (Pakenham) Estate Design Guidelines.

The following table is a consideration of the ESO objectives:

Objectives of ESO4	Response to Objectives
To protect and enhance the significant environmental and landscape values of the Pakenham North ridge.	It was considered that the subdivision reasonably achieved this outcome when the permit was granted.
To ensure that the siting and design of buildings and works does not adversely impact on environmental and landscape values including the ridge landform, the diverse and interesting landscape, the natural skyline of ridge areas, areas of remnant vegetation, and habitat of botanical and zoological significance.	<p>The siting and design of the dwelling will have no adverse impact on the environmental or landscape value of the surrounds. The subdivision has achieved vacant lots that step-up the hillside to manage the slope and potential for visual impacts. The site is close to the bottom of the hillside. The dwelling will have no impact on the ridge or the natural landform either in the short-term, or when surrounded by other new dwellings.</p> <p>The proposed dwelling will not impact remnant vegetation or habitat as the land has been cleared and re-graded.</p>
To ensure that the siting and design of buildings and works responds to environmental and landscape values, and addresses environmental hazards of erosion, salinity and fire.	<p>The siting and design of the dwelling responds to environmental 'hazards'.</p> <p>The tiering of the land through the subdivision using retaining walls and fill was proposed to accommodate traditional 'slab' construction of dwellings in accordance with geotechnical reports provided.</p> <p>The subdivision was designed with underground drainage solutions to avoid erosion.</p> <p>The site is not in a bushfire prone area or subject to policy consideration in Clause 13.02 of the Cardinia Planning Scheme. The subdivision was designed with a road layout providing appropriate fire vehicle access and hydrants.</p>
To maintain, manage and promote replanting of native vegetation as an important element of the Pakenham North ridge landscape and natural systems.	The low site coverage provides appropriate scope for landscaping that responds to the Pakenham North ridge landscape.
To ensure long term protection of areas of high conservation value and promote the protection and enhancement of wildlife habitat and corridors.	The site is not within an area of high conservation value and does not form part of a wildlife habitat or corridor.

The objectives and decision guidelines of ESO4 do not require general consideration of neighborhood character beyond the environmental objectives outlined in the Overlay. However, Council can take comfort that the proposed dwelling has been considered against The Rise Estate Design Guidelines that Council required through the planning permit for subdivision and the proposed dwelling has achieved compliance (refer to Design Assessment Panel plans dated 18/3/2025).

Further, the proposed dwelling is setback from Kookaburra Rise and appropriately located within the building envelope. The slab (FFL) is constructed at a mid-point which avoids any unnecessary earthworks other than a modest batter slope at the front and rear of the building and a low retaining wall along the eastern boundary.

The dwelling's garage is proposed on the correct side of the dwelling to utilize the constructed vehicle crossing and is setback behind the dwelling's front facade. There is a street tree immediately in front of the site which will need to be maintained during construction.

The objectives and decision guidelines of ESO4 do not require general consideration of amenity impacts. This will be considered by the relevant building surveyor.

The Planning Policy Framework has been considered in respect to the permit trigger, but no policy is considered to help aid the application of discretion provided through ESO4. Decision Guidelines at Clause 65.01 have also been considered in relation to the discretion provided through ESO4.

The proposal therefore accords with the ESO4 objectives and decision guidelines. The development is *compatible with identified environmental values* as required by the Environmental Significance Overlay.

## 5. CONCLUSION

The site does not exhibit the biodiversity that is sought to be protected and enhanced under ESO4. Consideration has been given to the broader landscape impacts of the proposed development. However, the building is not contemptable in terms of it scale and massing, nor its construction materials, where it will negatively impact and cause harm to the hillside topography or ridgeline east of the site. Therefore, a planning permit should be granted under the ESO4.





17 April 2025

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[REDACTED]  
Beveridge Williams and Co Pty Ltd c/- Beachwood Homes Pty Ltd  
1 Glenferrie Road  
Malvern VIC 3144

Dear Applicant,

**Application No.:** T250171 PA  
**Property No.:** 5000036759  
**Address:** L222 PS902144 V12580 F640, 3 Kookaburra Rise, Pakenham VIC 3810  
**Proposal:** Buildings and works (Construction of a Dwelling and a Fence)

I refer to the above application for a planning permit and wish to advise that under section 54 of the *Planning and Environment Act 1987*, more information is required before Council can consider your application.

This letter also outlines preliminary concerns and comments relating to the application and should be read carefully.

**FURTHER INFORMATION REQUIRED:**

1. Amended site plan showing:

Sheet 2 & 3

1.1 Contours of the land to Australian Height Datum (AHD).

1.2 Finished floor levels (FFL) to AHD.

N/A

1.3 Location, materiality and height of front fencing above Natural Ground Level (NGL) (if applicable) to AHD.

All shown  
on Sheet 2

1.4 Location of proposed site fill in a different colour/legend than 'extent of excavation'.

1.5 Location of existing and proposed retaining walls shown in two different colours.

1.6 Dimensions of the existing crossover.

1.7 Location and appropriate protection fencing of the existing street tree to the front of subject site, along with tree protection notes.

2. Amended elevation plans showing:

Sheet 11 & 12

2.1 Cardinal direction of all elevation plans (e.g., north elevation, south elevation etc.).

2.2 NGL to AHD clearly shown with a dotted/dashed line for all elevation plans.

2.3 FFL to AHD shown with a dotted/dashed line for all elevation plans.

2.4 Dimensions of proposed cut and/or fill, clearly delineated on the plans.

Sheet 12, but  
the length and  
height are

2.5 Dimensions of proposed retaining walls.

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Sheet 3a

2.6 Dimensions of existing retaining walls along northern boundary.

2.7 Dimensions of existing rock retaining walls along western boundary.

See material schedule

2.8 A detailed external colours, materials and finishes schedule for the proposal.

Amended landscape plan showing:

Sheet 2 & 3

3.1 Location and appropriate protection fencing of the existing street tree to the front of subject site, along with tree protection notes.

Landscape Plan

3.2 Details of surface finishes of pathways and driveways.

3.3 Proposed landscaping for side and rear of the subject site.

3.4 A planting schedule of all proposed trees, shrubs and ground covers, including botanical names, common names, pot sizes, sizes at maturity, and quantities of each plant.

3.5 A minimum of two (2) medium sized canopy trees capable of reaching a height of 8 metres and width of 6 metres at maturity (1.5m high at the time of planting) within the property boundaries.

3.6 Proposed landscaping within the corner splay or area must be of maximum 600mm in height at maturity.

4. A separate fully dimensioned fencing elevation plan drawn to a stated scale, clearly showing:

Sheet 3a

4.1 Location, materiality and height of all proposed fencing on the subject site.

4.2 Any fencing proposed to be constructed on top of the (existing and/or proposed) retaining walls on the site, including dimensions measured from NGL and FFL.

### PRELIMINARY ASSESSMENT COMMENTS:

A preliminary assessment of the application has been undertaken and the following comments are provided for your consideration:

1. It is highly encouraged to increase the internal room dimensions of Bedroom 2 and 3 to a minimum width and depth of 3 metres to provide functional areas that meet the needs of residents.
2. If any outbuildings are proposed, it is encouraged that the application and documents are amended to include their location and details on all relevant plans. Alternatively, separate planning permission will need to be applied for.
3. Please note, this application will be internally referred to relevant departments. If a referral response identifies any concerns with the proposal or that further information is required, you will be advised in due course.
4. Please note, a subsequent review will be conducted once all information is submitted which may raise additional further information items.

It is recommended that the application be revised to address these comments, and/or include a written response to them. Revising the application at this stage is likely to result in the application process being more efficient and may mitigate future concerns from relevant parties.

If the application is not revised accordingly, it will be processed in its current form and may be subject to future changes through conditions of any planning permit, or may be recommended for refusal.

### NEXT STEPS:

Please submit all requested information by **16 June 2025**.

If the required information is not provided within this timeframe **your application will lapse. If you allow**

**this application to lapse, you will need to submit a new application and provide the applicable documents and fees.**

Should you need more time to provide the information, a request should be submitted in writing to Council for consideration. Council has the right to refuse the request, however you have the right of appeal against this decision.

Please be advised that Council is unable to process your application any further until the above

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Our Ref: 2000490  
18 March 2025

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ACN 006 197 235  
ABN 38 006 197 235

Melbourne Office  
1 Glenferrie Road  
PO Box 61  
Malvern VIC 3144  
Tel: (03) 9524 8888

beveridgewilliams.com.au

**RE: Lot 222 Kookaburra Rise, Pakenham  
THE RISE DESIGN ASSESSMENT PANEL APPROVAL**

Thank you for submitting your development plans to The Rise Design Assessment Panel for consideration. A review of your development plans indicates they are compliant with The Rise Design Guidelines and generally in line with restrictions on your plan of subdivision for the Estate. Any changes to material or design of the dwelling require the submission of amended plans for approval. You can only construct from the most recently approved plans.

It should be noted this approval relates only to the matters required under the terms of the Covenant which is concerned essentially with the appearance and siting of buildings. No detailed examination has been made of the construction specifications and no consideration has been made regarding whether the proposal complies with the requirements of the Standard Building By-laws nor any other statute.

You are reminded that approval from the Design Assessment Panel does not constitute or imply building approval and separate application is to be made to a private building surveyor prior to the commencement of development.

Please find attached an endorsed copy of your plans for your records. Please refer to any other conditions marked-up on the plans and ensure they are suitably addressed.

**Please note;**

- **All lots require a planning permit under the ESO placed on the overall Estate. An application must be approved by council before construction commences. The Building envelopes are to be used as a guide only, the planning permit will override all siting recommendations by the DAP team.**
- **Mandated endorsed building envelopes are applicable for lots 313-318, 527-533, 628-634.**
- **Any lot under 300m2 in size, requires a planning permit for being under 300m2 in addition to the ESO planning permit.**

For queries or further information, please contact Andrea Bouilly on 0407 050 624

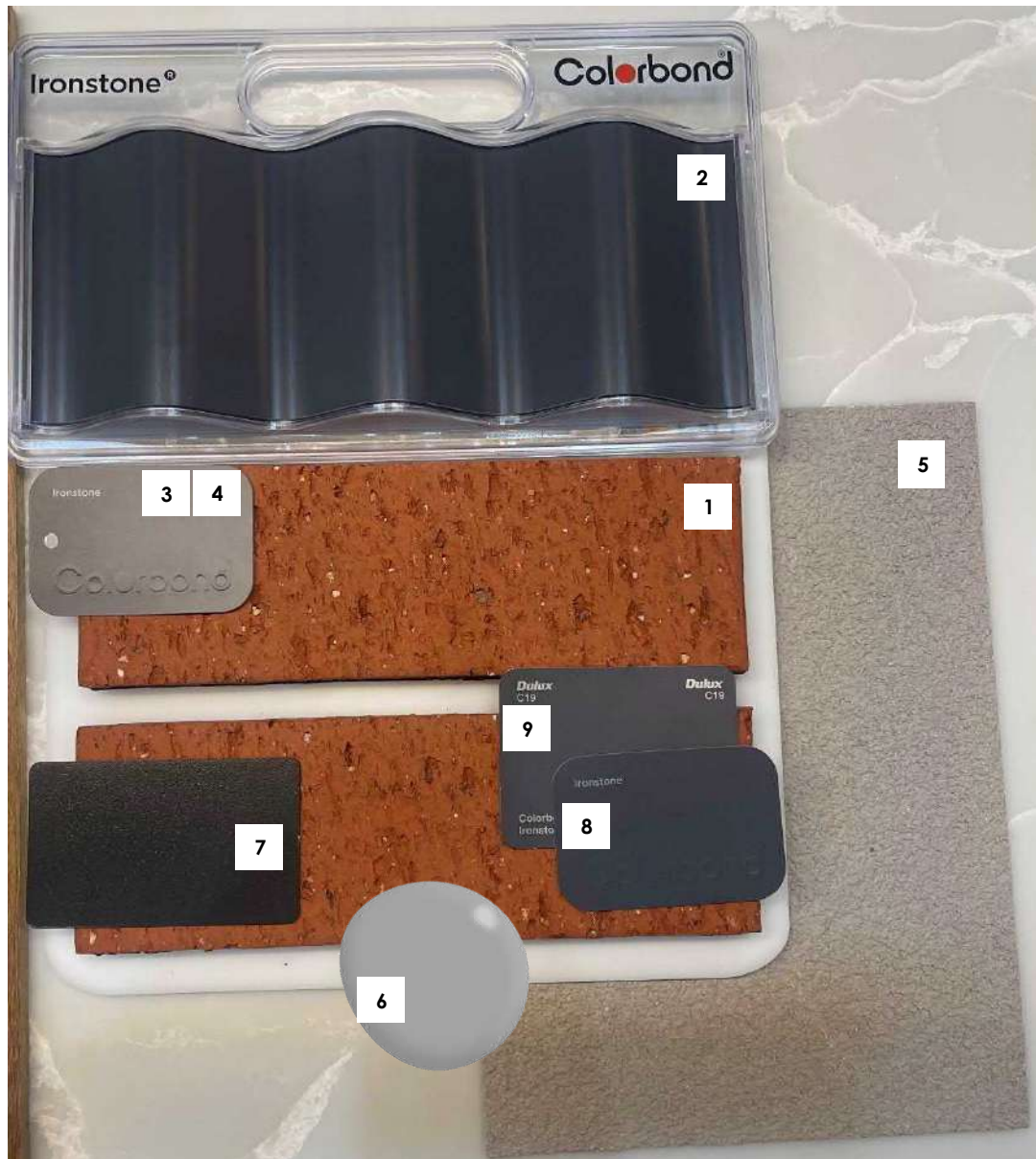
There are no connections to Recycled Water (purple taps) in the estate therefore, other water saving requirements are to be met as per the current building regulations.

Should you have any queries, please contact the undersigned on 9524 8888 or via email [redacted] new submissions, re-submissions, amendment submissions use [www.portal.beveridgewilliams.com.au](http://www.portal.beveridgewilliams.com.au)

Kind Regards,

**Job No:** 11576

**Property:** Lot 222 Kookaburra Rise, Pakenham



- |                                |                             |
|--------------------------------|-----------------------------|
| <b>1. Brick</b>                | Austral: Access Ruby        |
| <b>2. Roof Tile</b>            | Colorbond: Ironstone        |
| <b>3. Gutter/Fascia</b>        | Colorbond: Ironstone        |
| <b>4. Downpipes/ Meter box</b> | Colorbond: Ironstone        |
| <b>5. Render #1</b>            | Dulux: Flooded Gum SN4H3    |
| <b>6. Mouldings/ Parapet</b>   | Dulux: Flooded Gum SN4H3    |
| <b>7. Window Frames</b>        | Textura: Monument           |
| <b>8. Garage Door</b>          | Eco Garage Doors: Ironstone |
| <b>9. Front Door</b>           | Dulux: Ironstone C19        |

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## DESIGN ASSESSMENT PANEL

PLAN APPROVAL DATE: 18.03.2025

REVIEWED BY: Belinda Blythe



# Colour Selection

## External Materials & Fixtures Selection

### External Materials & Fixtures

<b>Bricks</b>	<b>Manufacturer</b>	Austral	<b>Range</b>	Access	<b>Colour</b>	Access Ruby (Category 1)
<b>Mortar</b>	<b>Manufacturer</b>	[N/A]	<b>Range</b>	[N/A]	<b>Style</b>	Rolled
<b>Metal Roof</b>	<b>Manufacturer</b>	Colorbond	<b>Range</b>	[N/A]	<b>Colour</b>	Ironstone
<b>Whirlybird</b>			<b>Manufacturer</b>	Colorbond	<b>Colour</b>	Ironstone
<b>Roof Cowl Colour</b>					<b>Colour</b>	Basalt
<b>Gutters</b>	<b>Manufacturer</b>	Colorbond	<b>Profile</b>	Quad	<b>Colour</b>	Ironstone
<b>Fascia</b>	<b>Manufacturer</b>	Colorbond	<b>Profile</b>	Square	<b>Colour</b>	Ironstone
<b>Downpipes</b>	<b>Manufacturer</b>	Colorbond	<b>Profile</b>	Rectangular	<b>Colour</b>	Ironstone
<b>Meterbox</b>			<b>Manufacturer</b>	Colorbond	<b>Colour</b>	Ironstone
<b>Windows &amp; Sliding Doors</b>	<b>Manufacturer</b>	Bradnams	<b>Material</b>	Aluminium	<b>Colour</b>	Textura Monument
<b>Window Hardware</b>	<b>Manufacturer</b>	Bradnams	<b>Category</b>	Standard	<b>Colour</b>	Black
<b>Door Hardware</b>	<b>Manufacturer</b>	Bradnams	<b>Category</b>	Standard	<b>Colour</b>	Black
<b>Glazing (Wet Areas) #1</b>	<b>Manufacturer</b>	Bradnams	<b>Category</b>	Clear	<b>Colour</b>	Wet Areas
<b>Flyscreens</b>	<b>Manufacturer</b>	Bradnams	<b>Type</b>	Fibreglass Mesh	<b>Colour</b>	Matching Window Selection
<b>Balcony Handrail &amp; Surround</b>	<b>Manufacturer</b>	[N/A]	<b>Type</b>	Stainless Steel	<b>Colour</b>	Stainless Steel



Colour Selection



Garage Door	Manufacturer	Eco Garage Doors	Product	Sectional Panel Lift Door	Category	Colorbond - Lincoln Panel	Colour	Ironstone
External Paint								
Render Area #1			Manufacturer	Unitex (Dulux)	Colour	Flooded Gum SN4H3 (LRV 41%)	Location	Refer Notes Below  2No. Portico Piers & Elev B/A Corner Pier
Feature Mouldings Area #1	Type	Rendered Mouldings	Location	Facade	Finish	Paint 1		Flooded Gum SN4H3
Feature Mouldings Area #2	Type	[N/A]	Location	N/A	Finish	[N/A]		
Feature Mouldings Area #3	Type	[N/A]	Location	N/A	Finish	[N/A]		
Eaves					Manufacturer	Dulux	Colour	Builders White
Front Entry Door	Manufacturer	Dulux	Type	Paint 1	Colour	Ironstone C19	LRV Level	10% Note: Warranty Voided
Front Entry Door Frame	Manufacturer	Dulux	Type	Paint 1	Colour	Ironstone C19	LRV Level	10% Note: Warranty Voided
Garage Door (Rear Access)	Manufacturer	Dulux	Type	Paint 1	Colour	Ironstone C19	LRV Level	10% Note: Warranty Voided

**DESIGN ASSESSMENT PANEL**

**PLAN APPROVAL DATE: 18.03.2025**

**REVIEWED BY: Belinda Blythe**



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Colour Selection

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Item	Selection Level 1		Selection Level 2		Selection Level 3		Selection Level 4	
External Doors & Hardware								
Front Entry Door	Manufacturer	Corinthian	Range	Madison	Model	PMAD 101 920mm wide	Colours	Refer to External Paint Colours
Front Entry Door Frame			Manufacturer	Corinthian	Type	Timber Frame	Colour	Refer to External Paint Colours
Front Door Glazing					Manufacturer	Corinthian	Type	Clear Glazing
Front Entry Door Handle	Manufacturer	Gainsborough	Range	Aurora	Type	8951AUR Trilock	Finish	Matte Black
Garage Internal Door			Manufacturer	Corinthian	Range	Flush Panel	Type	Redicote Flush Panel (Internal Door)
Garage Internal Door Handle	Manufacturer	Gainsborough	Range	TradePro	Type	Colton Entrance Key-in-Knob Set - 1440PROCOLPS	Finish	Polished Stainless Steel
Garage External Door	Manufacturer	Corinthian	Range	Flush Panel	Model	External Flush Panelled Door	Colours	Refer to External Paint Colours
Garage External Door Handle	Manufacturer	Gainsborough	Range	TradePro	Type	Colton Entrance Key-in-Knob Set - 1440PROCOLPS	Finish	Polished Stainless Steel
Laundry Door			Manufacturer	Corinthian	Type	Backdoor No.7	Colour	Ironstone C19
Laundry Door Handle	Manufacturer	Gainsborough	Range	TradePro	Type	Colton Entrance Key-in-Knob Set - 1440PROCOLPS	Finish	Polished Stainless Steel
Internal Selections								
Internal Plaster & Woodwork								
Cornice			Manufacturer	Gyprock	Type	Cove 75mm	Location	Throughout
Skirting			Manufacturer	Corinthian	Type	Single Bevelled	Size	67mm x 15mm
Architraves			Manufacturer	Corinthian	Type	Single Bevelled	Size	67mm x 15mm Note: P35 Join to Staircase
Internal Doors			Manufacturer	Corinthian	Range	Flush Panel	Type	Redicote Flush Panel (Internal Door)

DESIGN ASSESSMENT PANEL



**MOULDINGS & PARAPET:**  
DULUX - FLOODED GUM

**REFER TO SITE PLAN FOR  
COMPLIANCE ASSESSMENT**



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ELEVATION - B

**Beachwood**   
HOMES

Ascend  
COLLECTION

SIZE:	TITLE:	REF:	ISSUE:
A3	KIRRA 34 (MOD)	11576	D
THIS IS SHEET 11 OF 24 OF DRAWINGS REFERRED TO IN THE CONTRACT DATED:		DATE:	19.02.2025
SIGNED OWNER:		DRAWN:	TN.2
BUILDER:		CHECKED:	SM
FILE NAME: 11576 - CONTRACT#D		MASTER DATE: 14.10.2024	

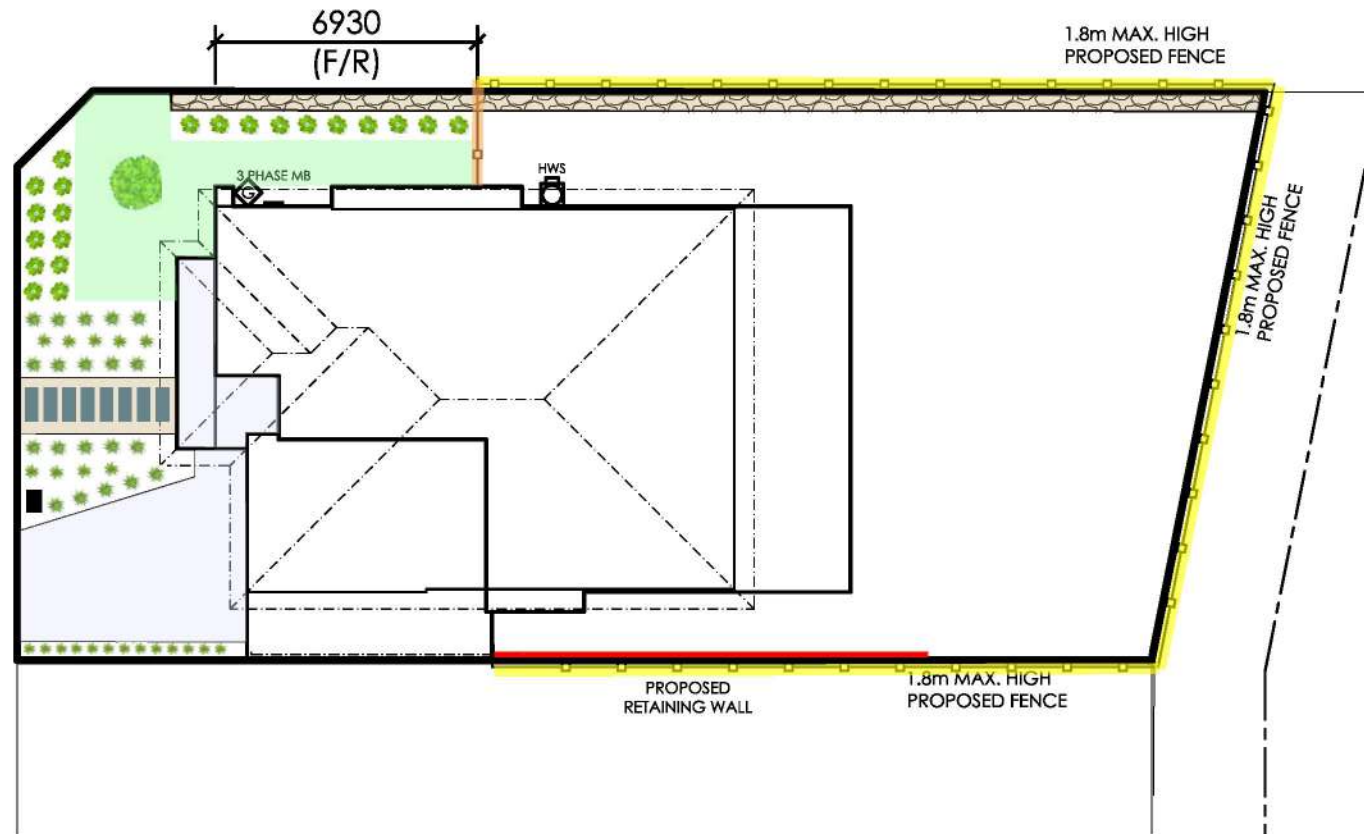






# SAWMILL LANE

KOOKABURRA RISE



## DESIGN ASSESSMENT PANEL

PLAN APPROVAL DATE: 18.03.2025

REVIEWED BY: Belinda Blythe



NOTE - OPTICOMM PROVISIONS  
INSTALLED TO DWELLING READY FOR  
CONNECTION

**SOLAR:**  
6.4kW SOLAR PV SYSTEM 15 PANELS - (NUMBER OF PANELS INDICATIVE ONLY -  
FINAL NUMBER OF PANELS AT SUPPLIER DISCRETION)

**LANDSCAPING NOTES:**  
PLANT SELECTION SHOULD MINIMISE THE NEED FOR GARDEN WATERING.  
GARDEN BEDS TO BE MULCHED TO CONSERVE WATER, PREVENTING EVAPORATION  
& REDUCING RUN-OFF.  
NATURE STRIP TO BE ESTABLISHED IN TURF ONLY.  
OTHER PLANT RECOMMENDATIONS CAN BE OBTAINED FROM CARDINIA COUNCIL.

**DRIVEWAY:**  
PROPOSED DRIVEWAY BY CLIENT AFTER HANDOVER:  
MUST BE OF NEUTRAL TONE AND COMPLIMENT THE DWELLING EXTERNAL PALETTE.  
PLAIN CONCRETE IS NOT PERMITTED.

**SIDE & REAR FENCING:**  
CONSTRUCTED FROM LAPPED TIMBER PALINGS WITH TIMBER CAPPING, EXPOSED  
TIMBER POSTS TO A HEIGHT OF 1.8m SETBACK MINIMUM 1.5m FROM FRONT  
BUILDING LINE OR 1m BEHIND NEIGHBOURING DWELLING.  
**RETURN FENCING:**  
CONSTRUCTED FROM STAINED HARDWOOD WITH HORIZONTAL SLATING EXTENDING  
FROM BOUNDARY TO THE DWELLING AT THE ABOVE MENTIONED SETBACKS.  
**CORNER LOT FENCING:**  
CONSTRUCTED FROM TIMBER PALINGS WITH TIMBER CAPPING, EXPOSED TIMBER  
POSTS TO A HEIGHT OF 1.8m LIMITED TO A MAXIMUM OF 70% OF THE ALLOTMENT  
LENGTH.

## LOT 222, NO. 3 KOOKABURRA RISE, PAKENHAM

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### FRONT LANDSCAPING SCHEDULE

-  **SIDE & REAR FENCING** - See notes below  
**RETURN FENCING** - See notes below
-  **DRIVEWAY & PORCH/PATH:**  
Charcoal Stipple Finish Colour-Through Concrete
-  **LETTERBOX:**  
Pillar Style to complement the dwelling
-  **MATURE CANOPY TREE:**  
\* *Magnolia - Little Gem* (3-4m in height)
-  **PLANTING SCHEDULE:**  
\* *Large Shrub - 300mm pot size - Correa Alba*  
\* *Medium Shrub - 200mm pot size - Dillwynia Sericea*
-  **PLANTING SCHEDULE:**  
\* *Small Shrub - 150mm pot size - Acacia Cognata "Lime Light"*
-  **PLANTING SCHEDULE:**  
\* *Blue Fescue Grass - Festuca Glauca*
-  **STEPPING STONE IN GRAVEL**

LANDSCAPE PLAN IS NOT TO SCALE.  
CONCEPTUAL PLAN ONLY.  
SCALED ITEMS SHOWN ON REV #D  
DRAWINGS SITE PLAN & ELEVATIONS

**Beachwood**  
HOMES

Ascend  
COLLECTION

PROJECT:  
CLIENT:  
AT:

SIZE:	TITLE:	REF:	ISSUE:
A3	KIRRA 34 MOD)	11576	C
THIS IS SHEET 1 OF 1 OF DRAWINGS REFERRED TO IN THE CONTRACT DATED:		DATE: 06.02.2025	
SIGNED OWNER:		DRAWN: TN.2	
BUILDER:		CHECKED: SM	
		SCALE: 1:200	

FILE NAME: 11576 - CONTRACT#D

MASTER DATE: 14.10.2024



**DRAINAGE NOTES:**

1. SITE DRAINAGE SHALL COMPLY WITH NCC 3.12 'DRAINAGE' & A.S. 3500 'NATIONAL PLUMBING & DRAINAGE CODE'.
2. BASE OF CUT GRADED TO SILT TRAP AT 1:100MIN. DRAINS SHALL BE PROTECTED BY GRAVEL FILTERS.
3. TEMPORARY DOWNPIPES CONNECTED TO THE STORMWATER SYSTEM TO BE INSTALLED AS SOON AS ROOF COVER IS COMPLETED.
4. DURING CONSTRUCTION, WATER RUN OFF SHALL BE COLLECTED AND CHanneled AWAY FROM THE BUILDING.
5. STORMWATER DRAINS ARE INDICATIVE ONLY, CONTRACT DRAINER IS TO CONNECT TO LEGAL POINT OF DISCHARGE AT THEIR DISCRETION.

ALL LANDSCAPING BY OWNERS, BUILDER TO PROVIDE SILL RISER PROVISION AT NOMINATED LOCATIONS FOR FITTING/CONNECTION OF GRADED INLET PITS BY OWNERS, BEING INCORPORATED AS PART OF THE LANDSCAPE DESIGN.

GRADE SURFACE AWAY FROM HOUSE FOOTINGS (MINIMUM FALL 1:20).

GRADED INLET PIT / SILT TRAP CONNECTED TO STORMWATER SYSTEM DIRECTED TO LEGAL POINT OF DISCHARGE.

CUT TOE, SPOON DRAIN, AGRICULTURAL DRAIN OR SIMILAR AT BASE OF CUT GRADED TO SILT TRAP AT 1:100 MIN. FALL. DRAINS SHALL BE PROTECTED BY GRAVEL FILTERS.

AGGI DRAINS AT BASE OF CUT OVER 300mm, AGGI DRAINS TO BE CONNECTED BACK TO LPOD VIA STORMWATER SYSTEM

GRADED DRAIN TO FRONT OF GARAGE DOOR TO BE CONNECTED BACK TO LPOD VIA STORMWATER SYSTEM

**STORM-WATER PIPE DETAILS**

DIAMETER: 375 mm  
DEPTH: 1830 mm  
OFFSET: TBC mm

**SEWER PIPE DETAILS**

DIAMETER: 150 mm  
DEPTH: 2290 mm  
OFFSET: 990 mm

NOTE - 1.8m MAX. HIGH TIMBER PALING FENCE WITH EXPOSED POSTS, CAPPED & LAPPED (MAX. 70% OF THE SIDE STREET BOUNDARY LENGTH) SIDE & REAR BOUNDARY BY CLIENT AFTER HANDOVER.

PROPOSED DRIVEWAY BY CLIENT AFTER HANDOVER

DENOTES BUILDING ENVELOPE

RETURN FENCE NOTE: SIDE GATES AND MATCHING WING SCREENS MUST BE STAINED HARDWOOD WITH HORIZONTAL SLATING

6.4kW SOLAR PV SYSTEM 15 PANELS (NUMBER OF PANELS INDICATIVE ONLY AND FINAL NUMBER OF PANELS ARE AS PER SUPPLIER'S DISCRETION.)

**DEVELOPER CONDITION: PLEASE NOTE THAT A PLANNING PERMIT IS REQUIRED UNDER THE ESO FOR ALL LOTS. AN APPLICATION MUST BE APPROVED BY COUNCIL BEFORE CONSTRUCTION COMMENCES.**



## VARIATION

VARIATION No. - **PCV 2.0**  
DRAFTSPERSON - **SS**  
DATE - **19.02.2025**

## NOTES - RESCODE CLAUSE 54.

ALL LEVELS ARE TO A.H.D U.N.O.  
SITE DIMENSIONS TO BE VERIFIED BY TITLE  
FLOOR LEVELS ARE DETERMINED BY ASSUMED LEVELS ADJACENT TO RESIDENCE AND MAY BE ADJUSTED ON SITE BY BUILDER AT BUILDER'S DISCRETION.

- FSL MIN 150mm ABOVE FSL FOR SLABS.
- FLOOR LEVEL MIN 225mm ABOVE FSL OR PAVING ADJACENT TO O.R.G. (OVER FLOW RELIEF GRATE).
- FSL MIN 400mm (NOMINAL) ABOVE FSL FOR STUMPS
- SHEET FLOORING: MIN 200mm CLEAR UNDER BEARER
- STRIP FLOORING: MIN 150mm CLEAR UNDER BEARER
- TERMITE AREAS: MIN 400mm CLEAR UNDER BEARER UNLESS METHOD OF PROTECTION OR RELEVANT STANDARDS RECOMMEND OTHERWISE
- A MAXIMUM OF 600mm OF GRANULAR OR 300mm OF CLAY/SILT FILLING INCLUDING ANY EXISTING FILLING MAY BE PLACED UNDER SLAB PANELS.
- REFER TO APPENDIX OF SOIL REPORT FOR CONSTRUCTION AND MAINTENANCE REQUIREMENTS
- ALL LEVELS ARE FINISHED SURFACE LEVELS U.N.O.
- MAX 200mm FILL AT EXTERNAL DOORS
- GRADE FSL AWAY FROM RESIDENCE

## A5. SITE COVERAGE STATISTICS

SITE AREA	471.0 m <sup>2</sup>	HARD PAVING	0.0 m <sup>2</sup>
BUILDING AREA	189.1 m <sup>2</sup>	TOTAL HARD COVER	189.1 m <sup>2</sup>
SITE COVERAGE	40.1 %	PERMEABLE AREA	59.86 %

\* NOTE: 20 % TO BE PERMEABLE ie NOT COVERED

## RETAINING WALLS & EXCAVATIONS

DESIGN SURCHARGE OF 5 kpa TO BE INCLUDED

BRICK, CONCRETE OR OTHER,  
SLEEPER OR SIM. RETAINING WALL  
MAX 1.00H

RETAINING WALLS TO BE CONSTRUCTED IMMEDIATELY AFTER EXCAVATION. ALLOW 5KPa SURCHARGE ON BOUNDARY U.N.O. RETAINING WALLS TO BE CONSTRUCTED & PROTECTION NOTICE SERVED IN ACCORDANCE WITH BUILDING CONTROL ACT 1993. OWNER/CONTRACTOR IS TO PROVIDE INSURANCE, SURVEY OF EXISTING CONDITIONS & NEIGHBOUR'S CONSENT FOR CONSTRUCTION IN ACCORDANCE WITH ACT.

BATTERS ARE AT 45° & THATCHED OR LANDSCAPED U.N.O. CUT OFF DRAINS AT BASE OF EXCAVATION TO CONNECT TO STORM WATER DRAINS VIA SILT PIT WITH GRATED COVER BY OWNER OR CONTRACT VARIATION

BATTERS ARE GRADED AT 45° CLAY 30° SAND.  
BATTERS ARE TO BE THATCHED WITH ROCK, MESH, MULCH OR AS DESIRED, BY OTHERS.

EXTENT OF EXCAVATION  
ALL SITE WORKS ARE TO BE PROVIDED BY OWNER OR BY CONTRACT VARIATION

TBM TEMPORARY BENCH MARK

A TREE TO BE REMOVED  
B TREE TO BE RETAINED

TREE ROOT PROTECTION, WHERE REQUIRED, SHALL BE IN ACCORDANCE WITH TN61, AND CONSTRUCTED IN ACCORDANCE WITH ENGINEER'S DESIGN. TO BE PROVIDED BY OWNER OR CONTRACT VARIATION

**ADVISORY NOTE: DRIVEWAY GRADES**  
OWNERS/CLIENTS ARE ADVISED THAT DRIVEWAY GRADIENTS WITHIN THE PROPERTY SHOULD BE AT 1 IN 5 MAXIMUM AND THAT TRANSITIONS MAY BE REQUIRED AT CHANGE OF GRADES. REFER TO A.S.2890 FOR DESIGN REQUIREMENTS. IF SITE CONDITIONS REQUIRE A STEEPER GRADE THAN 1 IN 5 THE OWNERS ACKNOWLEDGE BY SIGNING THIS DRAWING THAT VEHICLE ACCESS MAY BE COMPROMISED.

KOOKABURRA RISE

SAWMILL LANE

(CONCRETE LANE)

KIRRA 34 (MOD)

CHICAGO (RH)

HOUSE FFL: Y1-31.5

SLAB TYPE: WAFFLE

SLAB HEIGHT: 385 mm

CUT/FILL: 10.93

GARAGE

FFL: 11.143

LOT NO. 222

(471 m<sup>2</sup>)

EXISTING DOUBLE CONCRETE CROSSING

EXISTING DOUBLE CONCRETE CROSSING

EXISTING DOUBLE CONCRETE CROSSING

EXISTING DOUBLE CONCRETE CROSSING

EXISTING DOUBLE CONCRETE CROSSING

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EXISTING DOUBLE CONCRETE CROSSING

EXISTING DOUBLE CONCRETE CROSSING

LOT 223  
(VACANT LAND @ 03.12.2024)

LOT 212  
(VACANT LAND @ 03.12.2024)

SITE PLAN

DESIGN ASSESSMENT PANEL

PLAN APPROVAL DATE: 18.03.2025

REVIEWED BY: Belinda Blythe

BW

Ascend  
COLLECTION

PROJECT

CLIENT:

AT:

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SIZE:

A3

TITLE:

KIRRA 34 (MOD)

REF:

11576

ISSUE:

E

THIS IS SHEET 2 OF 25 OF DRAWINGS REFERRED TO IN THE CONTRACT DATED:

SIGNED OWNER:  
BUILDER:

DATE: 17.03.2025

DRAWN: TN.2

CHECKED: SM

SCALE: 1:200

FILE NAME: 11576 - CONTRACT#E

MASTER DATE: 14.10.2024



## VARIATION

VARIATION No. - **PCV 2.0**  
DRAFTSPERSON - **SS**  
DATE - **19.02.2025**

NOTE - 1.8m MAX. HIGH TIMBER PALING FENCE WITH EXPOSED POSTS, CAPPED & LAPPED (MAX. 70% OF THE SIDE STREET BOUNDARY LENGTH) SIDE & REAR BOUNDARY BY CLIENT AFTER HANDOVER.

PROPOSED DRIVEWAY BY CLIENT AFTER HANDOVER

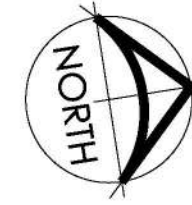
DENOTES BUILDING ENVELOPE

RETURN FENCE NOTE: SIDE GATES AND MATCHING WING SCREENS MUST BE STAINED HARDWOOD WITH HORIZONTAL SLATING

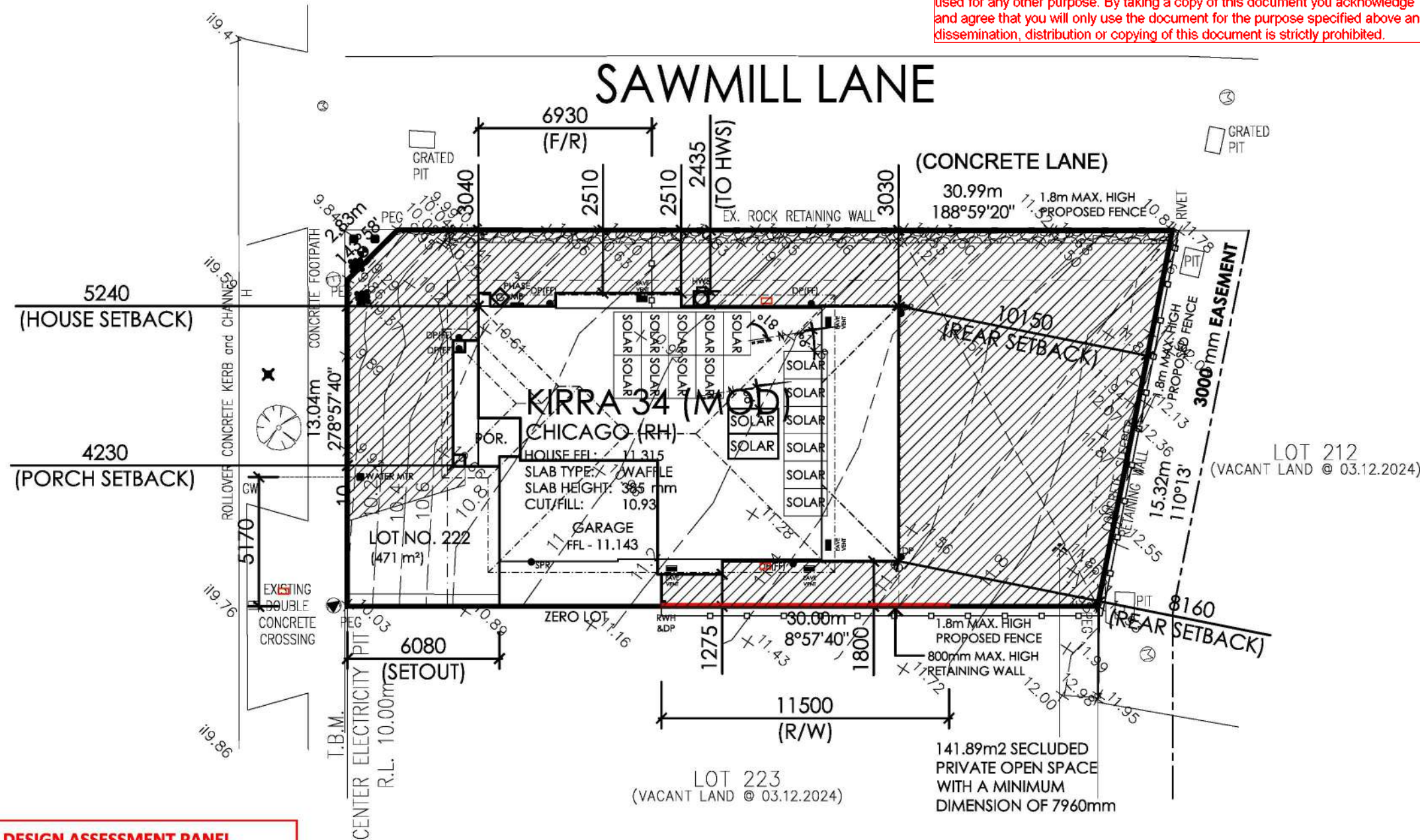
6.4kW SOLAR PV SYSTEM 15 PANELS (NUMBER OF PANELS INDICATIVE ONLY AND FINAL NUMBER OF PANELS ARE AS PER SUPPLIER'S DISCRETION.)

GARDEN AREA = 255m<sup>2</sup> (54.14%)

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KOOKABURRA RISE



## NOTES - RESCODE CLAUSE 54.

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-GRADE F.S.L AWAY FROM RESIDENCE

## A5. SITE COVERAGE STATISTICS

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BUILDING AREA	188.4 m <sup>2</sup>	TOTAL HARD COVER	188.4 m <sup>2</sup>
SITE COVERAGE	40.0 %	PERMEABLE AREA	60.00 %

\* NOTE: 20 % TO BE PERMEABLE ie NOT COVERED

## RETAINING WALLS & EXCAVATIONS

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SLEEPER OR SIM. RETAINING WALL  
MAX 1.00H  
MAX 1.00H

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TBM TEMPORARY BENCH MARK

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GARDEN AREA

## DESIGN ASSESSMENT PANEL

PLAN APPROVAL DATE: 18.03.2025

REVIEWED BY: Belinda Blythe

Beachwood  
HOMES

Ascend  
COLLECTION

PROJECT:

CLIENT:

AT:

SIZE:	TITLE:	REF:	ISSUE:
A3	KIRRA 34 (MOD)	11576	E
THIS IS SHEET 3 OF 25 OF DRAWINGS REFERRED TO IN THE CONTRACT DATED:		DATE:	17.03.2025
SIGNED OWNER:		DRAWN:	TN.2
BUILDER:		CHECKED:	SM
		SCALE:	1:200

FILE NAME: 11576 - CONTRACT#

MASTER DATE: 14.10.2024





R6.0 RATING BATTS, WITH R2.5 TO CEILING TO ALL HABITABLE AREA CEILINGS UNDER ROOF AREA

R2.5 RATING BATTS TO ALL EXTERNAL WALLS OF DWELLING AND GARAGE/INTERNAL COMMON WALL

NOTE - R2.5 INTERNAL INSULATION WALL BATTS TO L'DRY & GARAGE

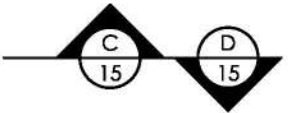
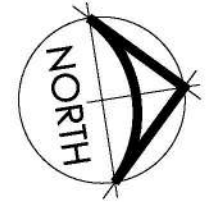
R3.5 RATING BATTS TO REQUIRED FLOOR JOIST AREA WITH HABITABLE ROOMS

PROVIDE NON-SLIP RESISTANCE TO STAIR TREADS IN ACCORDANCE WITH NCC CLAUSE 3.9.1.4 AND AS 4586

NOTE - 100mm STEPDOWN TO ALL EXTERNAL CONCRETE SURFACES

NOTE - DUCTED VENT THROUGH WALL TO BE PROVIDED TO THE RANGEHOOD AND EXHAUST FAN

NOTE - 2590mm HIGH DROPPED CEILING



VARIATION

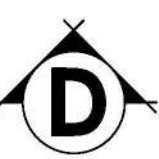
VARIATION No. - PCV 2.0  
DRAFTSPERSON - SS  
DATE - 19.02.2025

N DENOTES ADDITIONAL NOGIN @ LOCATIONS INDICATED

NOTE - ACCESSIBLE SHOWER IN POWDER ROOM TO BE STEP FREE ENTRY WITH MAX. 5mm WATERSTOP LIP AS PER PART 5.1 & 5.2 OF THE LIVEABLE HOUSING DESIGN STANDARD 2022

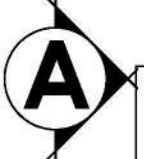
## GROUND FLOOR PLAN

- GRAND THEATRE OPTION
- EXTENDED LAUNDRY WITH SHOWER TO POWDER OPTION.
- OUTDOOR LIVING + FLIP - U-SHAPE KITCHEN OPTION



GROUND FLOOR:	143.9 m <sup>2</sup>	15.49sq
FIRST FLOOR:	135.4 m <sup>2</sup>	14.57sq
RESIDENCE:	279.3 m <sup>2</sup>	30.06sq
GARAGE:	37.2 m <sup>2</sup>	4.01sq
PORCH:	8.0 m <sup>2</sup>	0.86sq
OUTDOOR LIVING:	0.0 m <sup>2</sup>	0.00sq
BALCONY:	5.1 m <sup>2</sup>	0.55sq
TOTAL:	329.6 m <sup>2</sup>	35.48sq

NOMINATE POWDER & WC WHICH HAVE NO NATURAL VENTILATION, NCC CLAUSE 10.8.2 - ROOM TO BE PROVIDED WITH MAKE UP AIR VIA OPENINGS TO AN ADJACENT ROOM WITH A FREE AREA OF 14,000MM2 (EG UNDERCUT DOOR)



B

### DESIGN ASSESSMENT PANEL

PLAN APPROVAL DATE: 18.03.2025

REVIEWED BY: Belinda Blythe

BW

Ascend  
COLLECTION

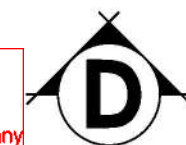
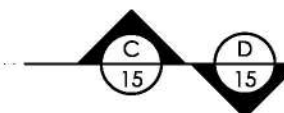
PROJECT

CLIENT

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SIZE:	TITLE:	REF:	ISSUE:
A3	KIRRA 34 (MOD)	11576	E
THIS IS SHEET 4 OF 25 OF DRAWINGS REFERRED TO IN THE CONTRACT DATED:		DATE:	17.03.2025
SIGNED OWNER:		DRAWN:	TN.2
BUILDER:		CHECKED:	SM
FILE NAME: 11576 - CONTRACT#		SCALE:	1:100
MASTER DATE: 14.10.2024			





## VARIATION

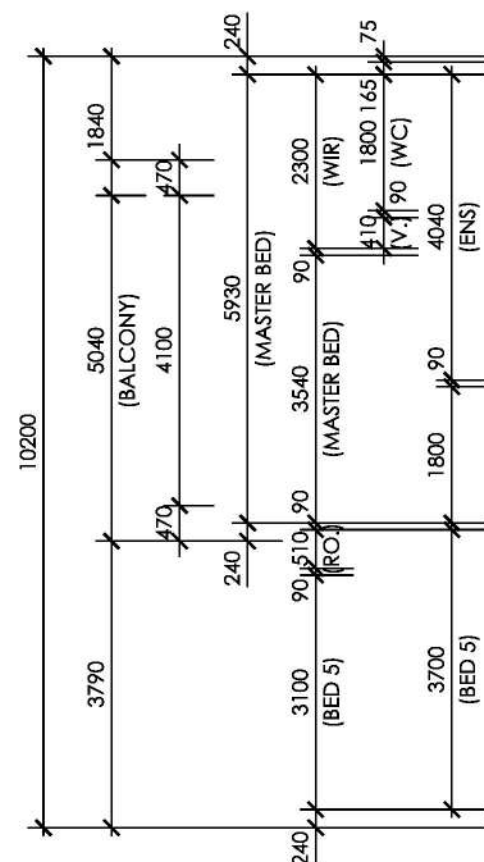
VARIATION No. - **PCV 2.0**  
DRAFTSPERSON - **SS**  
DATE - **19.02.2025**

PROVIDE NON-SLIP  
RESISTANCE TO STAIR TREADS  
IN ACCORDANCE WITH NCC  
CLAUSE 3.9.1.4 AND AS 4586

NOTE - ALL WINDOWS TO BE  
CENTRED UNLESS NOTED OTHERWISE

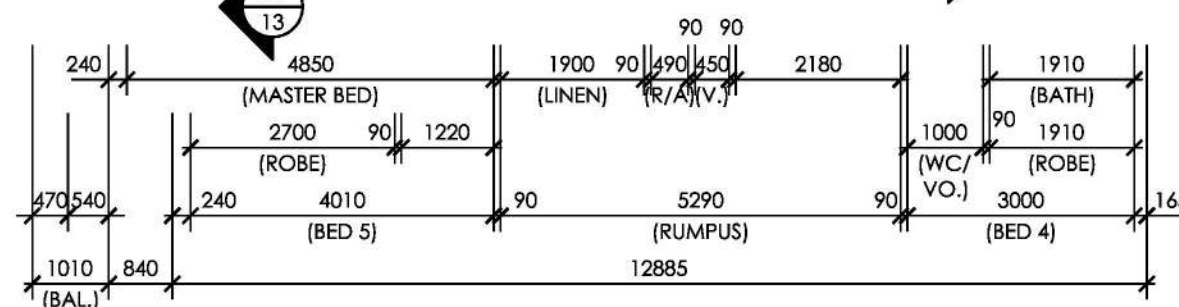
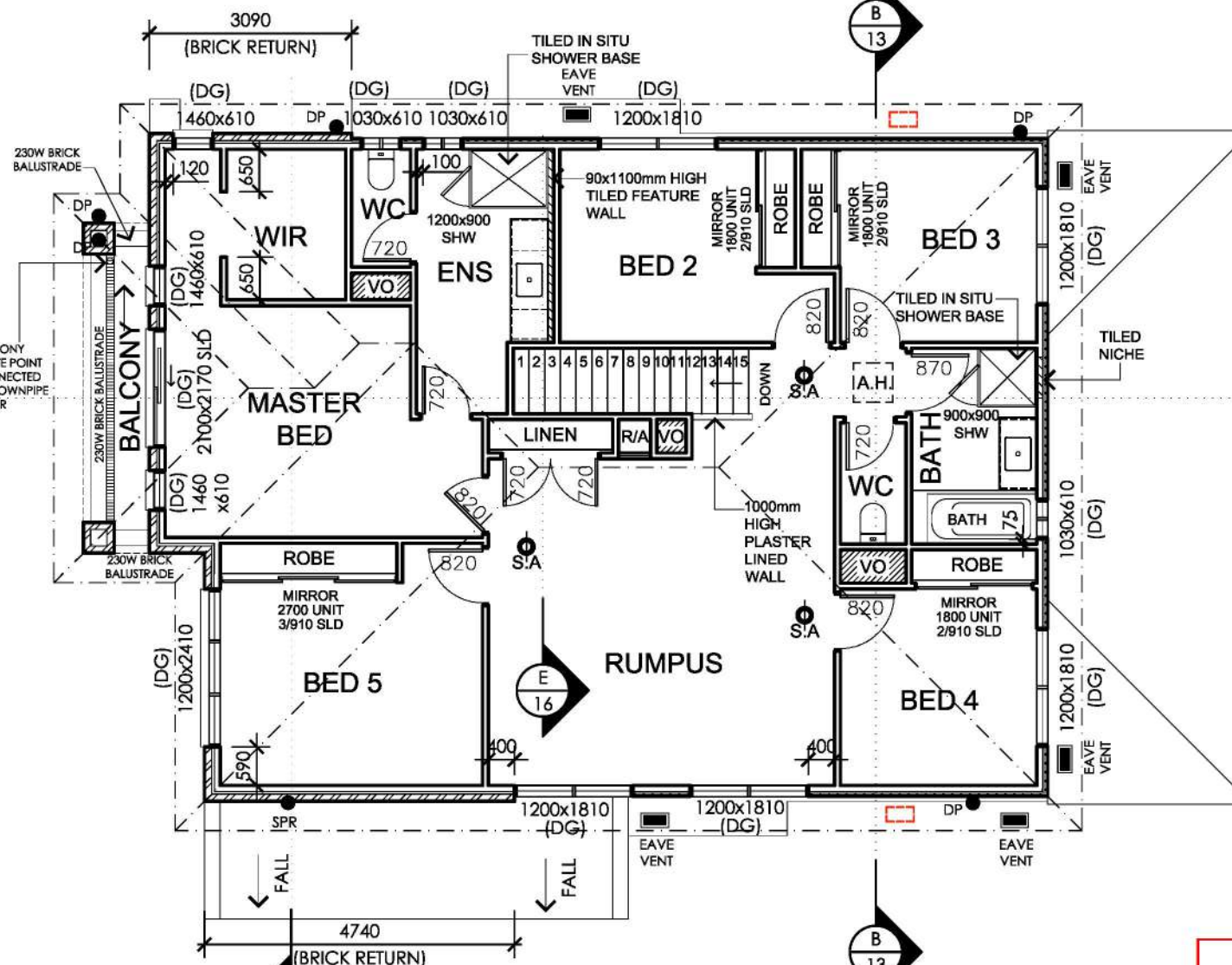
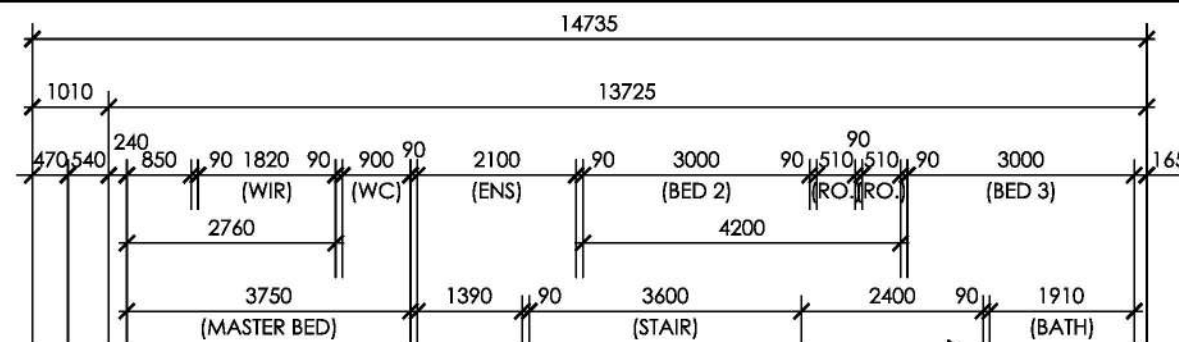
NOTE - MAXIMUM ALLOWABLE  
WINDOW OPENING TO BE 125mm  
FOR ALL FIRST FLOOR WINDOWS

NOTE - DUCTED VENT TO BE PROVIDED  
THROUGH ROOF TO EXHAUST FANS



□ DENOTES EAVE VENTS  
FOR ROOF VENTILATION

GROUND FLOOR:	143.9 m <sup>2</sup>	15.49sq
FIRST FLOOR:	135.4 m <sup>2</sup>	14.57sq
RESIDENCE:	279.3 m <sup>2</sup>	30.06sq
GARAGE:	37.2 m <sup>2</sup>	4.01sq
PORCH:	8.0 m <sup>2</sup>	0.86sq
OUTDOOR LIVING:	0.0 m <sup>2</sup>	0.00sq
BALCONY:	5.1 m <sup>2</sup>	0.55sq
TOTAL:	329.6 m <sup>2</sup>	35.48sq



## DESIGN ASSESSMENT PANEL

PLAN APPROVAL DATE: 18.03.2025

REVIEWED BY: Belinda Blythe

BW

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## FIRST FLOOR PLAN

**Beachwood**  
HOMES

Ascend  
COLLECTION

PROJECT  
CLIENT:  
AT:

SIZE:	TITLE:	REF:	ISSUE:
A3	KIRRA 34 (MOD)	11576	E
THIS IS SHEET 5 OF 25 OF DRAWINGS REFERRED TO IN THE CONTRACT DATED:		DATE:	17.03.2025
SIGNED OWNER:		DRAWN:	TN.2
BUILDER:		CHECKED:	SM
		SCALE:	1:100

FILE NAME: 11576 - CONTRACT#

MASTER DATE: 14.10.2024



<b>VARIATION</b>	
VARIATION No. -	<b>PCV 2.0</b>
DRAFTSPERSON -	<b>SS</b>
DATE -	<b>19.02.2025</b>

VARIATION No. - **PCV 2.0**  
DRAFTSPERSON - **SS**  
DATE - **19.02.2025**

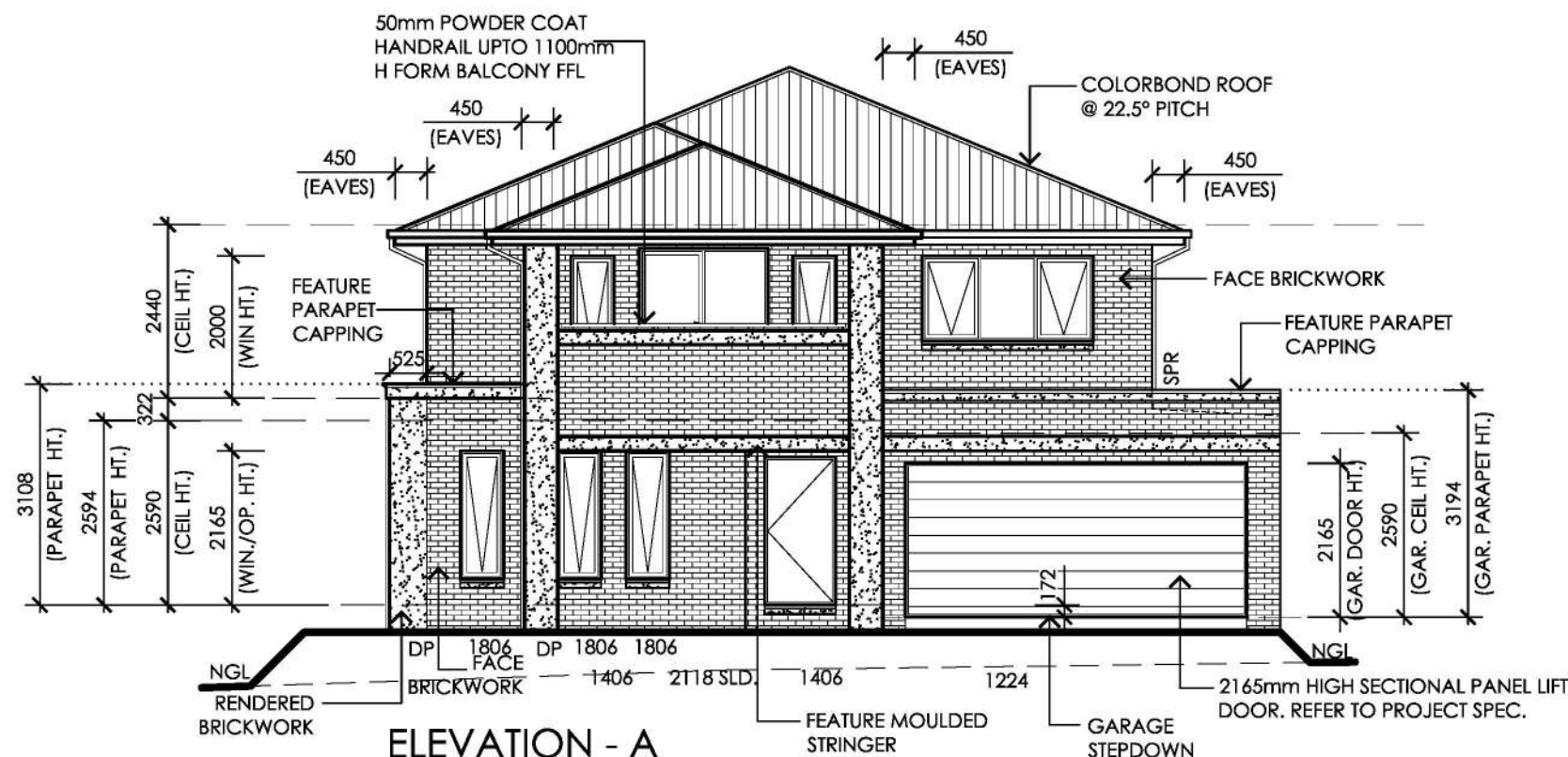
**DESIGN ASSESSMENT PANEL**

**PLAN APPROVAL DATE: 18.03.2025**

**REVIEWED BY: Belinda Blythe**

**BW**

REVIEWED BY: Belinda Blythe



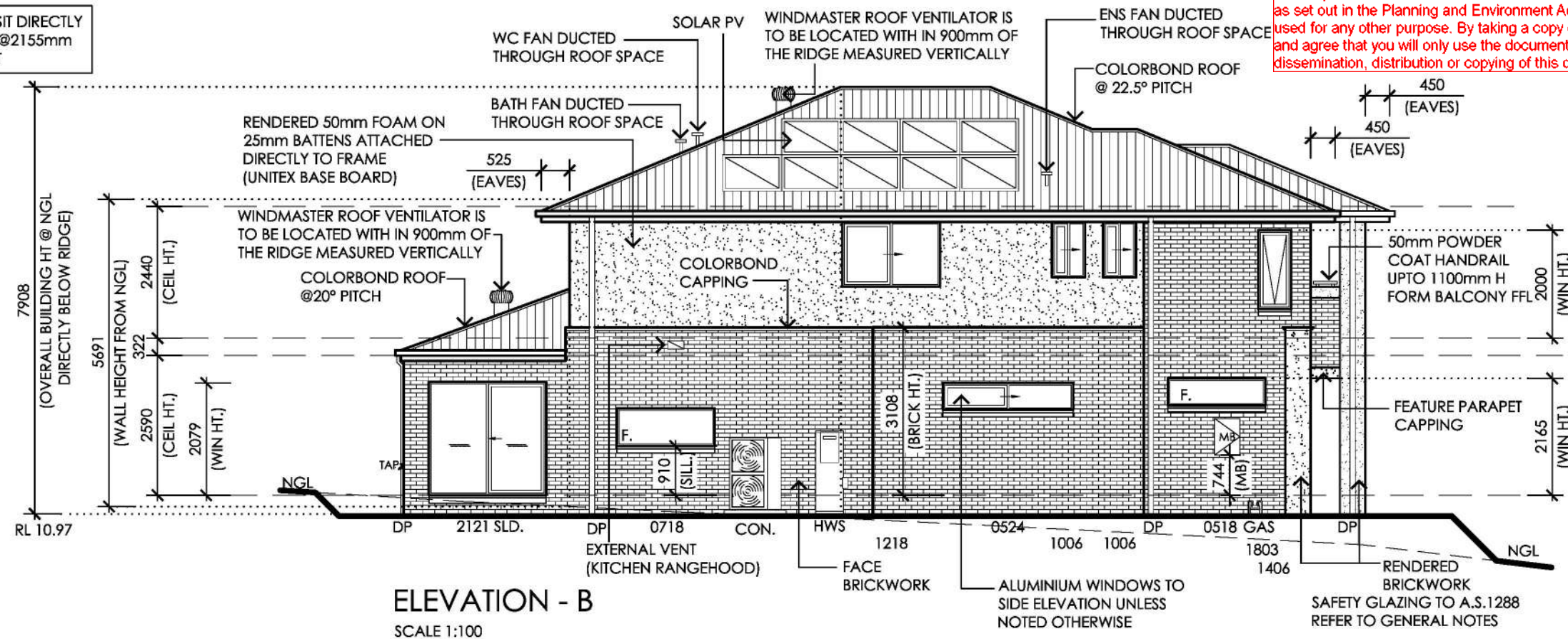
ELEVATION - A

SCALE 1:100  
(CHICAGO FACADE)

SAFETY GLAZING TO A.S.1288  
REFER TO GENERAL NOTES

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NOTE - WINDOWS TO SIT DIRECTLY  
UNDERSIDE OF EAVES @2155mm  
APPROX HEAD HEIGHT



ELEVATION - B

SCALE 1:100

SAFETY GLAZING TO A.S.1288  
REFER TO GENERAL NOTES

**Beachwood**   
HOMES

Ascend  
COLLECTION

PROJECT:  
CLIENT:  
AT:

SIZE:	TITLE:
A3	KIRRA 34 (MOD)

THIS IS SHEET 11 OF 25 OF DRAWINGS REFERRED  
TO IN THE CONTRACT DATED:  
SIGNED OWNER:  
BUILDER:

REF:	ISSUE:
11576	E

DATE: 17.03.2025  
DRAWN: TN.2  
CHECKED: SM  
SCALE : 1:100

FILE NAME: 11576 - CONTRACT#E

MASTER DATE: 14.10.2024



## VARIATION

VARIATION No. - **PCV 2.0**  
DRAFTSPERSON - **SS**  
DATE - **19.02.2025**

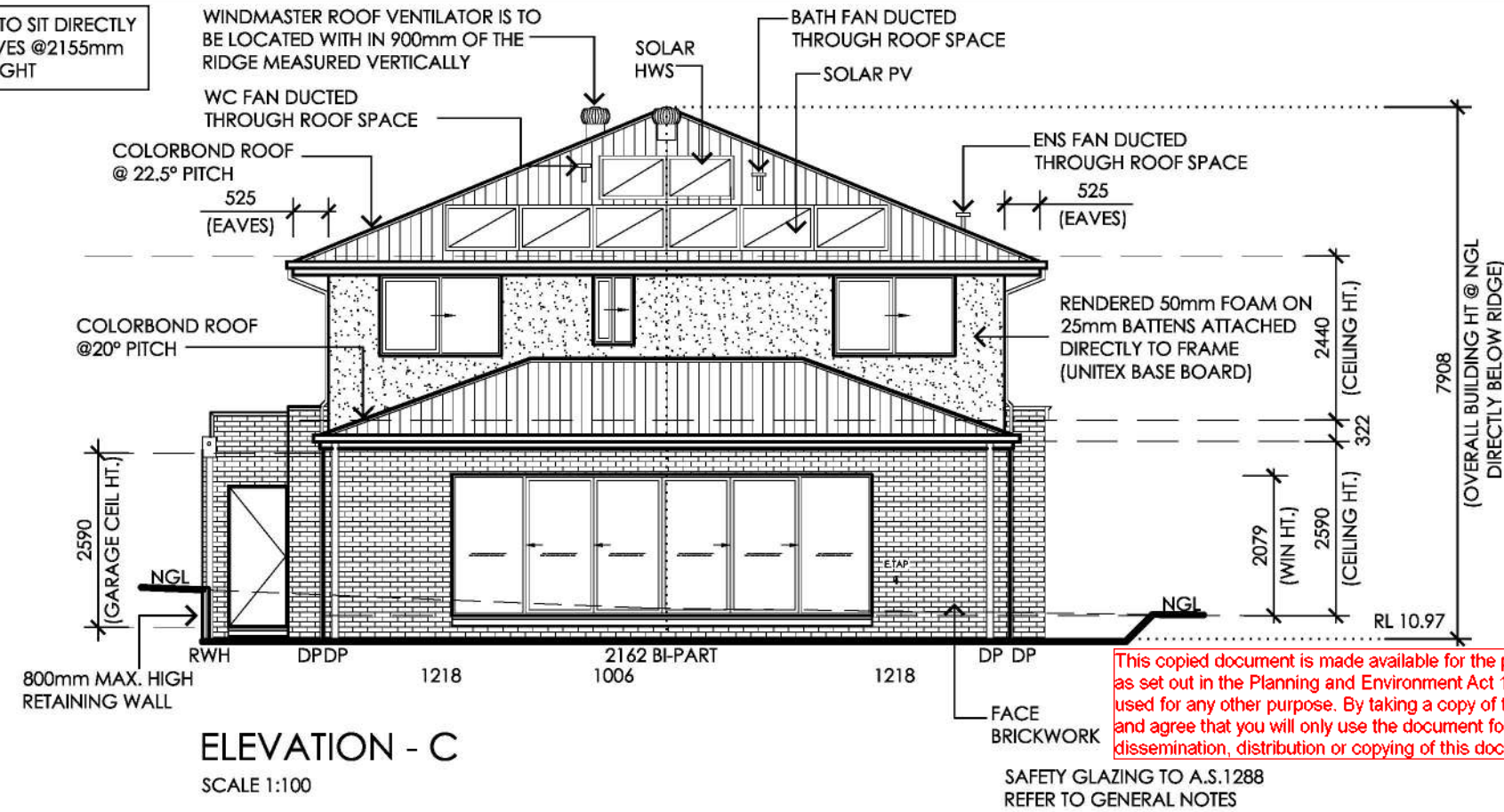
## DESIGN ASSESSMENT PANEL

PLAN APPROVAL DATE: 18.03.2025

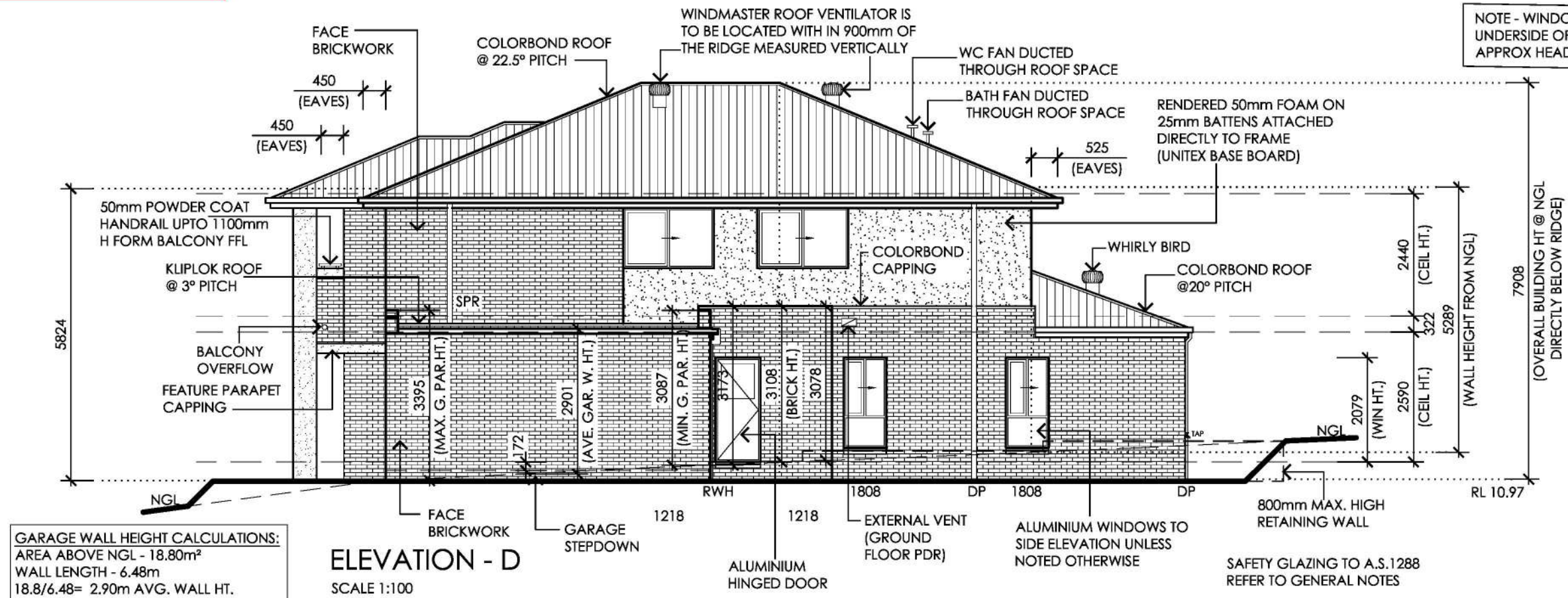
REVIEWED BY: Belinda Blythe



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UNDERSIDE OF EAVES @2155mm  
APPROX HEAD HEIGHT



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UNDERSIDE OF EAVES @2155mm  
APPROX HEAD HEIGHT

GARAGE WALL HEIGHT CALCULATIONS:  
AREA ABOVE NGL - 18.80m²  
WALL LENGTH - 6.48m  
18.8/6.48= 2.90m AVG. WALL HT.

**Beachwood**  
HOMES

Ascend  
COLLECTION

PROJECT:  
CLIENT:  
AT:

SIZE:	TITLE:	REF:	ISSUE:
A3	KIRRA 34 (MOD)	11576	E
THIS IS SHEET 12 OF 25 OF DRAWINGS REFERRED TO IN THE CONTRACT DATED:		DATE:	17.03.2025
SIGNED OWNER:		DRAWN:	TN.2
BUILDER:		CHECKED:	SM
FILE NAME: 11576 - CONTRACT#		SCALE:	1:100
MASTER DATE: 14.10.2024			

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1st Floor,  
58-62 Jackson Court  
Doncaster East 3109

T: (03) 9095 8885  
E: info@buratt-taylor.com.au  
W: www.buratt-taylor.com.au

## SITE ASSESSMENT

**Date** : 3/12/2024 **Job Number** : 100506  
**Site** : LOT 222 (NO.3) KOOKABURRA RISE PAKENHAM  
**Municipality** : Cardinia **Mel. Ref** : 317 C3

Is re-establishment survey required? No  
Subdivision : Recent  
Existing Pegs : Yes  
Site levels : Settled  
Any trees on site : No  
Services : Completed  
Gas : Check Availability  
Sewer : Yes  
Electricity : Underground  
Water : Yes Tapping : No  
Watermain :  
Discharge Point : Yes Front  
Surrounding development : None  
Neighbouring blocks have trees : No  
Road : Built  
Type : Bitumen  
Footpath : Yes Condition : ok  
Kerb and channel : Yes  
Crossing Provision : Yes

Comments:

### Note:

The information described above is based on a visual assessment and must be used as a guide only. Before drafting, quoting and construction, the builder is to confirm that all site features described above are true and correct. Property service information must be obtained from the relevant authorities. Buratt-Taylor will not be liable for any discrepancy. Discrepancies must be referred to this office prior to quoting and construction.



LOT 212

VACANT

03-12-2024

110°13'00" 15.32

## NOTE :

This survey is not a re-establishment survey of title and/or features. Property boundaries are unfenced unless noted otherwise. Trees under 3m high unless noted otherwise. Only adjacent features to 3m located. Windows are shown as habitable / non habitable, otherwise unknown and must be confirmed by the builder prior to construction. The locations of driveways, surface pits, valve covers, upright pipes, etc. shown on this feature survey must be checked prior to construction. No direct knowledge is claimed of the location of underground services. Before any excavation or construction commences, all underground services must be located to avoid damage. Levels to AUSTRALIAN HEIGHT DATUM (A.H.D.) are to be confirmed independently before any site works to ensure they are correct. This feature survey has not been conducted by a licenced surveyor and if there is a specific requirement then an independent licenced surveyor must be engaged to conduct the feature survey. Proposed finished garage level is to be confirmed by the builder and contractor during earthworks to ensure a minimum driveway grade is achieved in accordance with the relevant authorities and Australian standards for vehicle access. The location and invert level (IL) of the assumed Legal Point of Discharge (LPD) is to be confirmed by the builder/contractor prior to quoting, design and construction. Buratt-Taylor will not be liable if different to that shown. This document is COPYRIGHT - all rights reserved. No part of this document may be reproduced or copied in any form or by any means without written permission by Buratt-Taylor. This submission is for the use only of the party whom commissioned it and for no other purpose. No responsibility is accepted to any third party who may use or rely on the whole or any part of the content of this submission. No responsibility will be taken for this document is altered in any way, or not reproduced in full.

SAWMILL LANE

(CONCRETE LANE)

8°59'20" 30-99

LOT 222

471sqm

188°57'40" 30

LOT 223

VACANT

03-12-2024

T.B.M.  
CENTER ELECTRICITY PIT  
R.L. 10.00m

CONCRETE FOOTPATH

DOUBLE  
CONCRETE  
CROSSING

ROLLOVER CONCRETE KERB and CHANNEL

278°57'40" 13.04

KOOKABURRA RISE

### LEGEND

	ELECT. PIT		STREET SIGN		COMMUNICATIONS PIT		WATER HYDRANT
	ELEC. POLE		SEWER MANHOLE		TREE		SEWER VENT / L.S.
	STREET LAMP		S/W PROPERTY INLET		WATER METER		WINDOW
	WATER VALVE		GAS METER		STORM WATER PIT		TEMPORARY BENCHMARK (T.B.M.)
	GRATED PIT						

PLAN OF FEATURE  
SURVEY & LEVELS

CONTOUR INTERVAL 0.2m

LOT 602 SHEARJOY LOOP  
CLYDE NORTH

LEVELS ARE TO AN ARBITRARY DATUM

JOB NUMBER:  
100328

SURVEYED: 20.08.2024

DRAWN BY: N.N.

Buratt-Taylor  
consulting engineers

SOIL TESTING  
FOOTING DESIGN  
STRUCTURAL DESIGN  
SITE INVESTIGATION

1st Floor, 58-62 Jackson Court, Doncaster East 3109  
T: (03) 9366 8885 E: info@buratt-taylor.com.au W: www.buratt-taylor.com.au

ACN 670 261 828  
PTY. LTD. TRADING  
AS BURATT-TAYLOR

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DRAINAGE NOTES:  
1. SITE DRAINAGE SHALL COMPLY WITH NCC 3.12 'DRAINAGE' & A.S. 3500 'NATIONAL PLUMBING & DRAINAGE CODE'.  
2. BASE OF CUT GRADED TO SILT TRAP AT 1:100MIN. DRAINS SHALL BE PROTECTED BY GRAVEL FILTERS.  
3. TEMPORARY DOWNPIPES CONNECTED TO THE STORMWATER SYSTEM TO BE INSTALLED AS SOON AS ROOF COVER IS COMPLETED.  
4. DURING CONSTRUCTION, WATER RUN OFF SHALL BE COLLECTED AND CHANNLED AWAY FROM THE BUILDING.  
5. STORMWATER DRAINS ARE INDICATIVE ONLY, CONTRACT DRAINER IS TO CONNECT TO LEGAL POINT OF DISCHARGE AT THEIR DISCRETION.

ALL LANDSCAPING BY OWNERS, BUILDER TO PROVIDE SILL RISER PROVISION AT NOMINATED LOCATIONS FOR FITTING/CONNECTION OF GRATED INLET PITS BY OWNERS, BEING INCORPORATED AS PART OF THE LANDSCAPE DESIGN.

GRADE SURFACE AWAY FROM HOUSE FOOTINGS (MINIMUM FALL 1:20).

GRATED INLET PIT / SILT TRAP CONNECTED TO STORMWATER SYSTEM DIRECTED TO LEGAL POINT OF DISCHARGE.

CUT TOE, SPOON DRAIN, AGRICULTURAL DRAIN OR SIMILAR AT BASE OF CUT GRADED TO SILT TRAP AT 1:100 MIN. FALL. DRAINS SHALL BE PROTECTED BY GRAVEL FILTERS.

AGGI DRAINS AT BASE OF CUT OVER 300mm, AGGI DRAINS TO BE CONNECTED BACK TO LPOD VIA STORMWATER SYSTEM

GRATED DRAIN TO FRONT OF GARAGE DOOR TO BE CONNECTED BACK TO LPOD VIA STORMWATER SYSTEM

STORM-WATER PIPE DETAILS  
DIAMETER: 375 mm  
DEPTH: 1830 mm  
OFFSET: TBC mm

SEWER PIPE DETAILS  
DIAMETER: 150 mm  
DEPTH: 2290 mm  
OFFSET: 990 mm

NOTE - 1.8m MAX. HIGH TIMBER PALING FENCE WITH EXPOSED POSTS, CAPPED & LAPPED (MAX. 70% OF THE SIDE STREET BOUNDARY LENGTH) SIDE & REAR BOUNDARY BY CLIENT AFTER HANDOVER.

PROPOSED DRIVEWAY BY CLIENT AFTER HANDOVER

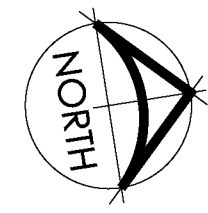
DENOTES BUILDING ENVELOPE

RETURN FENCE NOTE: SIDE GATES AND MATCHING WING SCREENS MUST BE STAINED HARDWOOD WITH HORIZONTAL SLATING

6.4kW SOLAR PV SYSTEM 15 PANELS (NUMBER OF PANELS INDICATIVE ONLY AND FINAL NUMBER OF PANELS ARE AS PER SUPPLIER'S DISCRETION.)

INDICATES - CUT AREA  
INDICATES - FILL AREA

NOTE - PLEASE NOTE THAT A PLANNING PERMIT IS REQUIRED UNDER THE ESO FOR ALL LOTS. AN APPLICATION MUST BE APPROVED BY COUNCIL BEFORE CONSTRUCTION COMMENCES.



VARIATION  
VARIATION No. - PCV 2.0  
DRAFTSPERSON - SS  
DATE - 19.02.2025

NOTES - RESCODE CLAUSE 54.

ALL LEVELS ARE TO A.H.D U.N.O.  
SITE DIMENSIONS TO BE VERIFIED BY TITLE  
FLOOR LEVELS ARE DETERMINED BY ASSUMED LEVELS ADJACENT TO RESIDENCE AND MAY BE ADJUSTED ON SITE BY BUILDER AT BUILDER'S DISCRETION.  
-FFL MIN 150mm ABOVE FSL FOR SLABS.  
-FLOOR LEVEL MIN 225mm ABOVE FSL OR PAVING ADJACENT TO O.R.G. (OVER FLOW RELIEF GRATE).  
-FSL MIN 400mm (NOMINAL) ABOVE FSL FOR STUMPS  
-SHEET FLOORING: MIN 200mm CLEAR UNDER BEARER  
-STRIP FLOORING: MIN 150mm CLEAR UNDER BEARER  
-TERMITE AREAS: MIN 400mm CLEAR UNDER BEARER UNLESS METHOD OF PROTECTION OR RELEVANT STANDARDS RECOMMEND OTHERWISE  
-A MAXIMUM OF 600mm OF GRANULAR OR 300mm OF CLAY/SILT FILLING INCLUDING ANY EXISTING FILLING MAY BE PLACED UNDER SLAB PANELS.  
-REFER TO APPENDIX OF SOIL REPORT FOR CONSTRUCTION AND MAINTENANCE REQUIREMENTS  
-ALL LEVELS ARE FINISHED SURFACE LEVELS U.N.O.  
-MAX 200mm FILL AT EXTERNAL DOORS  
-GRADE FSL AWAY FROM RESIDENCE

A5. SITE COVERAGE STATISTICS

SITE AREA	471.0 m <sup>2</sup>	HARD PAVING	0.0 m <sup>2</sup>
BUILDING AREA	189.1 m <sup>2</sup>	TOTAL HARD COVER	189.1 m <sup>2</sup>
SITE COVERAGE	40.1 %	PERMEABLE AREA	59.86 %

\* NOTE: 20 % TO BE PERMEABLE ie NOT COVERED

RETAINING WALLS & EXCAVATIONS

DESIGN SURCHARGE OF 5 kpa TO BE INCLUDED

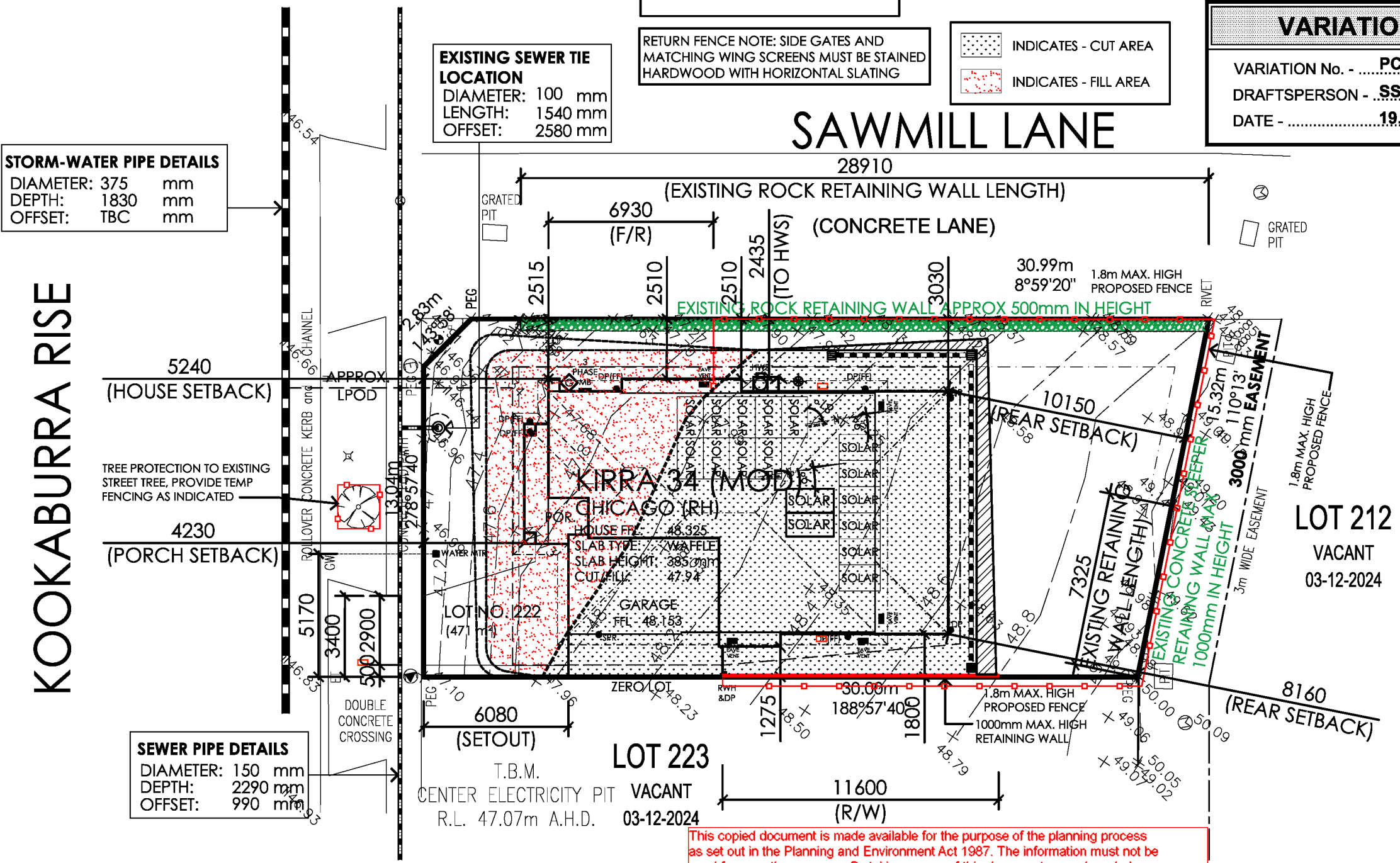
BRICK, CONCRETE OR OTHER, SLEEPER OR SIM. RETAINING WALL  
MAX 1.00H  
MAX 1.00H

RETAINING WALLS TO BE CONSTRUCTED IMMEDIATELY AFTER EXCAVATION. ALLOW 5KPa SURCHARGE ON BOUNDARY U.N.O. RETAINING WALLS TO BE CONSTRUCTED & PROTECTION NOTICE SERVED IN ACCORDANCE WITH BUILDING CONTROL ACT 1993. OWNER/CONTRACTOR IS TO PROVIDE INSURANCE, SURVEY OF EXISTING CONDITIONS & NEIGHBOUR'S CONSENT FOR CONSTRUCTION IN ACCORDANCE WITH ACT.  
BATTERS ARE AT 45° & THATCHED OR LANDSCAPED U.N.O. CUT OFF DRAINS AT BASE OF EXCAVATION TO CONNECT TO STORM WATER DRAINS VIA SILT PIT WITH GRATED COVER BY OWNER OR CONTRACT VARIATION

BATTERS ARE GRADED AT 45° CLAY 30° SAND. BATTERS ARE TO BE THATCHED WITH ROCK, MESH, MULCH OR AS DESIRED, BY OTHERS.  
EXTENT OF EXCAVATION  
ALL SITE WORKS ARE TO BE PROVIDED BY OWNER OR BY CONTRACT VARIATION

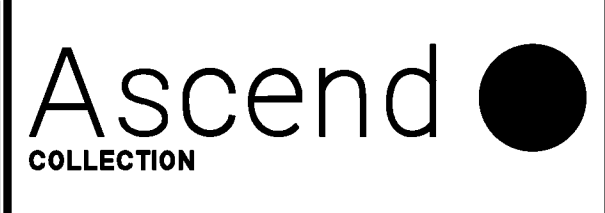
TBM TEMPORARY BENCH MARK  
A TREE TO BE REMOVED  
B TREE TO BE RETAINED  
TREE ROOT PROTECTION, WHERE REQUIRED, SHALL BE IN ACCORDANCE WITH TN61, AND CONSTRUCTED IN ACCORDANCE WITH ENGINEER'S DESIGN. TO BE PROVIDED BY OWNER OR CONTRACT VARIATION

ADVISORY NOTE: DRIVEWAY GRADES  
OWNERS/CLIENTS ARE ADVISED THAT DRIVEWAY GRADIENTS WITHIN THE PROPERTY SHOULD BE AT 1 in 5 MAXIMUM AND THAT TRANSITIONS MAY BE REQUIRED AT CHANGE OF GRADES. REFER TO A.S.2890 FOR DESIGN REQUIREMENTS. IF SITE CONDITIONS REQUIRE A STEEPER GRADE THAN 1 in 5 THE OWNERS ACKNOWLEDGE BY SIGNING THIS DRAWING THAT VEHICLE ACCESS MAY BE COMPROMISED.



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SITE PLAN



PROJECT:  
CLIENT:  
AT:

SIZE: A3	TITLE: KIRRA 34 (MOD)	REF: 11576	ISSUE: G
THIS IS SHEET 2 OF 25 OF DRAWINGS REFERRED TO IN THE CONTRACT DATED:		DATE: 03.05.2025	
SIGNED OWNER:		DRAWN: TN.2	
BUILDER:		CHECKED: SM	
		SCALE: 1:200	



## VARIATION

VARIATION No. - **PCV 2.0**  
 DRAFTSPERSON - **SS**  
 DATE - **19.02.2025**

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NOTE - 1.8m MAX. HIGH TIMBER PALING FENCE WITH EXPOSED POSTS, CAPPED & LAPPED (MAX. 70% OF THE SIDE STREET BOUNDARY LENGTH) SIDE & REAR BOUNDARY BY CLIENT AFTER HANDOVER.

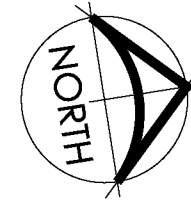
PROPOSED DRIVEWAY BY CLIENT AFTER HANDOVER

DENOTES BUILDING ENVELOPE

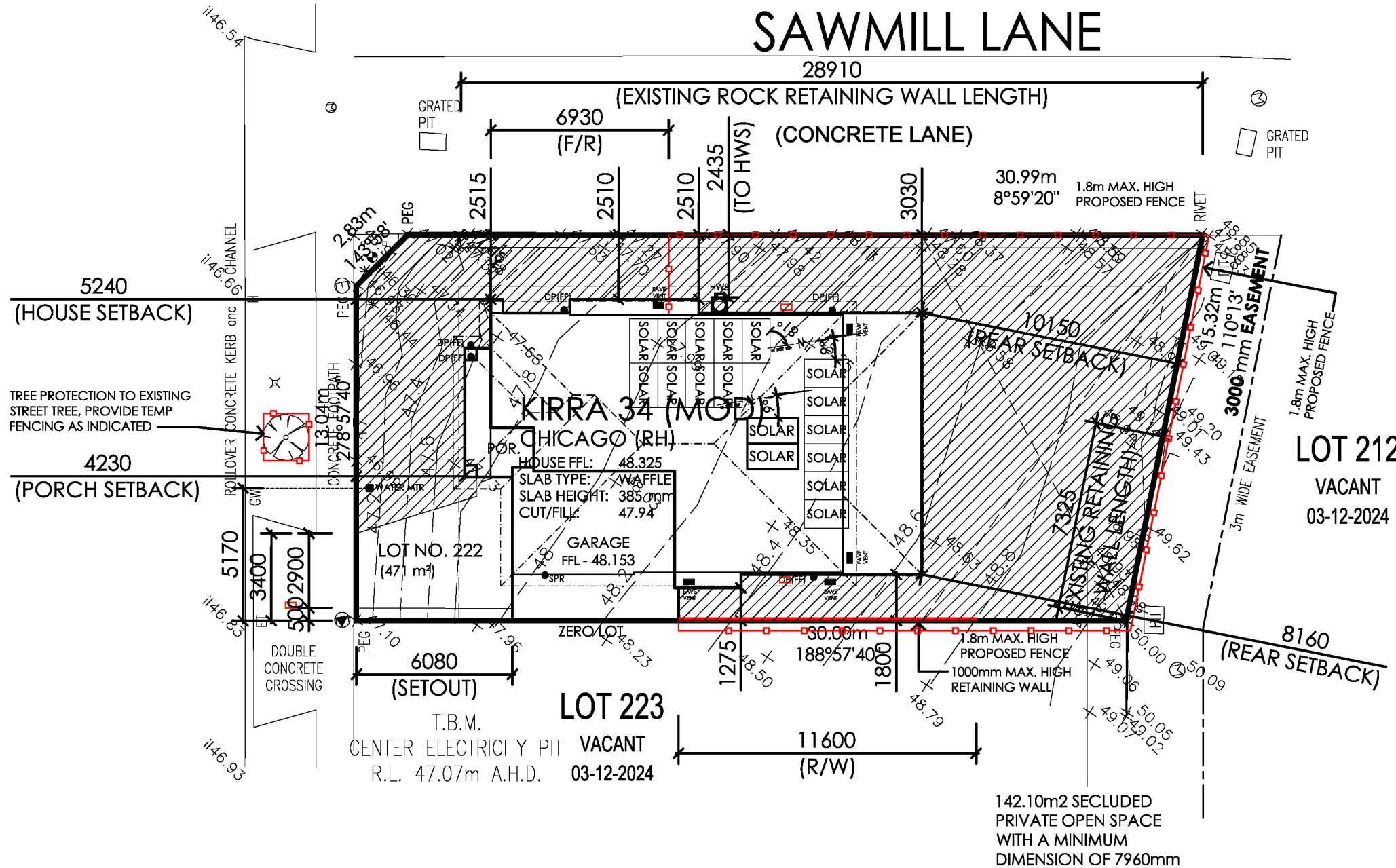
RETURN FENCE NOTE: SIDE GATES AND MATCHING WING SCREENS MUST BE STAINED HARDWOOD WITH HORIZONTAL SLATING

GARDEN AREA = 255m<sup>2</sup> (54.14%)

6.4kW SOLAR PV SYSTEM 15 PANELS (NUMBER OF PANELS INDICATIVE ONLY AND FINAL NUMBER OF PANELS ARE AS PER SUPPLIER'S DISCRETION.)



KOOKABURRA RISE



## NOTES - RESCODE CLAUSE 54.

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 FLOOR LEVELS ARE DETERMINED BY ASSUMED LEVELS ADJACENT TO RESIDENCE AND MAY BE ADJUSTED ON SITE BY BUILDER AT BUILDER'S DISCRETION.  
 -FSL MIN 150mm ABOVE FSL FOR SLABS.  
 -FLOOR LEVEL MIN 225mm ABOVE FSL OR PAVING ADJACENT TO O.R.G. (OVER FLOW RELIEF GRATE).  
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 -MAX 200mm FILL AT EXTERNAL DOORS  
 -GRADE FSL AWAY FROM RESIDENCE

## A5. SITE COVERAGE STATISTICS

SITE AREA	471.0 m <sup>2</sup>	HARD PAVING	0.0 m <sup>2</sup>
BUILDING AREA	188.4 m <sup>2</sup>	TOTAL HARD COVER	188.4 m <sup>2</sup>
SITE COVERAGE	40.0 %	PERMEABLE AREA	60.00 %

\* NOTE: 20 % TO BE PERMEABLE ie NOT COVERED

## RETAINING WALLS & EXCAVATIONS DESIGN SURCHARGE OF 5 kpa TO BE INCLUDED

BRICK, CONCRETE OR OTHER,  
 SLEEPER OR SIM. RETAINING WALL  
 MAX 1.00H  
 MAX 1.00H

RETAINING WALLS TO BE CONSTRUCTED IMMEDIATELY AFTER EXCAVATION. ALLOW 5KPa SURCHARGE ON BOUNDARY U.N.O. RETAINING WALLS TO BE CONSTRUCTED & PROTECTION NOTICE SERVED IN ACCORDANCE WITH BUILDING CONTROL ACT 1993. OWNER/CONTRACTOR IS TO PROVIDE INSURANCE, SURVEY OF EXISTING CONDITIONS & NEIGHBOUR'S CONSENT FOR CONSTRUCTION IN ACCORDANCE WITH ACT. BATTERS ARE AT 45° & THATCHED OR LANDSCAPED U.N.O. CUT OFF DRAINS AT BASE OF EXCAVATION TO CONNECT TO STORM WATER DRAINS VIA SILT PIT WITH GRATED COVER BY OWNER OR CONTRACT VARIATION

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 EXTENT OF EXCAVATION  
 ALL SITE WORKS ARE TO BE PROVIDED BY OWNER OR BY CONTRACT VARIATION

TBM TEMPORARY BENCH MARK

A TREE TO BE REMOVED  
 B TREE TO BE RETAINED

TREE ROOT PROTECTION, WHERE REQUIRED, SHALL BE IN ACCORDANCE WITH TN61, AND CONSTRUCTED IN ACCORDANCE WITH ENGINEER'S DESIGN. TO BE PROVIDED BY OWNER OR CONTRACT VARIATION

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Beachwood  
HOMES

Ascend  
COLLECTION

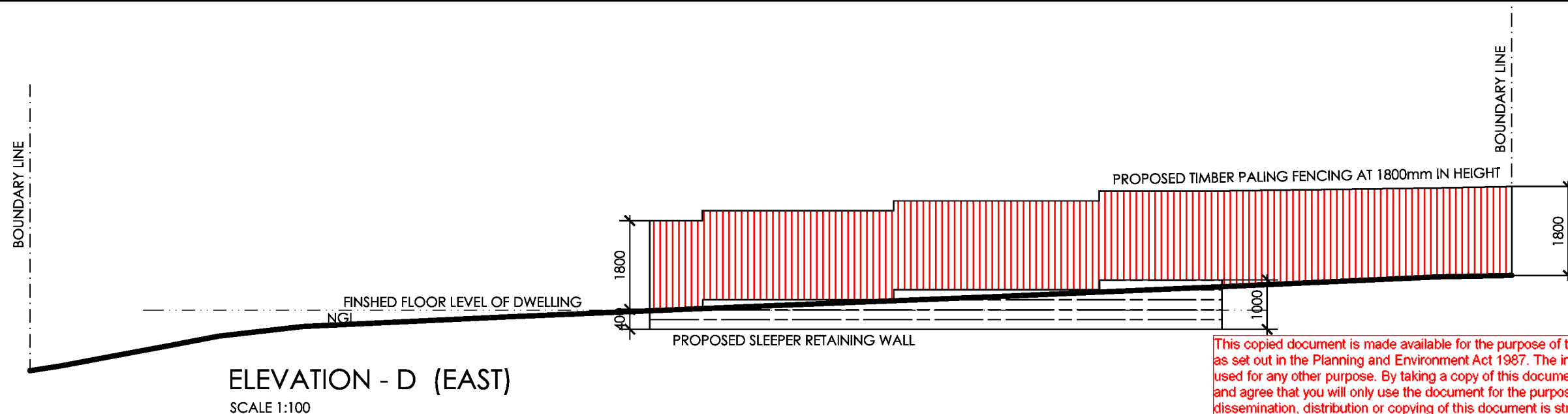
PROJECT  
CLIENT  
AT: PAKENHAM

SIZE: <b>A3</b>	TITLE: <b>KIRRA 34 (MOD)</b>	REF: <b>11576</b>	ISSUE: <b>G</b>
THIS IS SHEET 3 OF 25 OF DRAWINGS REFERRED TO IN THE CONTRACT DATED:		DATE: <b>03.05.2025</b>	
SIGNED OWNER:		DRAWN: <b>TN.2</b>	
BUILDER:		CHECKED: <b>SM</b>	
		SCALE: <b>1:200</b>	

FILE NAME: 11576 - CONTRACT#G

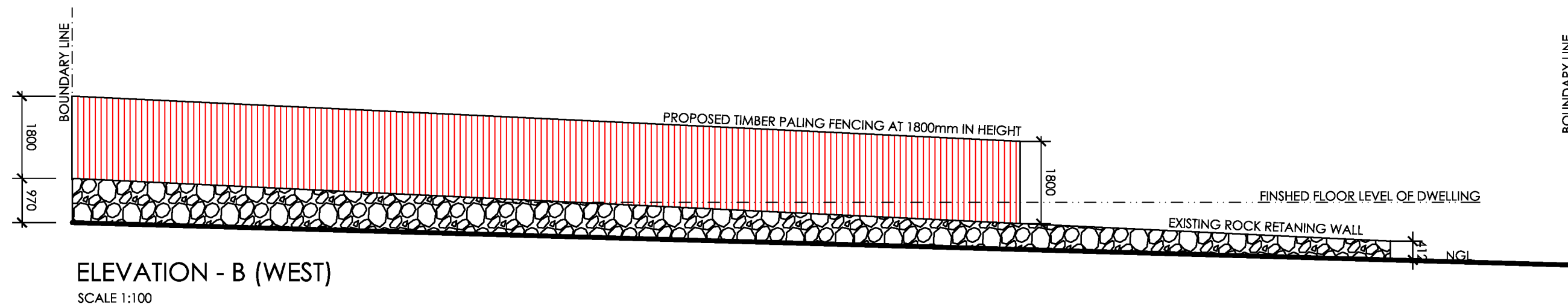
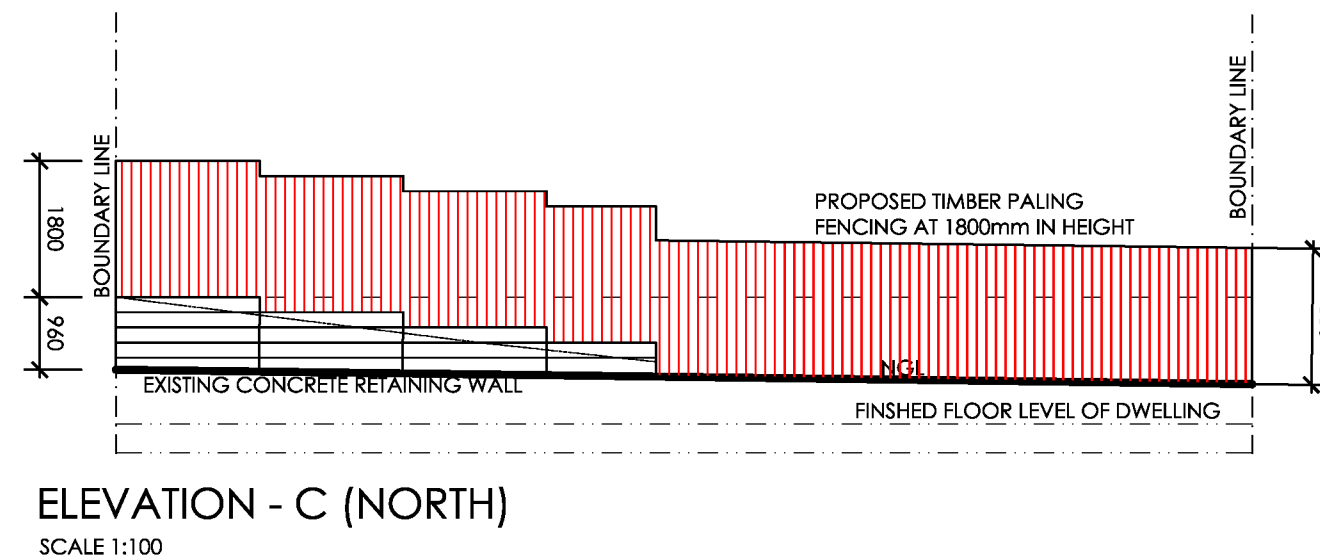
MASTER DATE: 14.10.2024





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VARIATION	
VARIATION No. -	PCV 2.0
DRAFTSPERSON -	SS
DATE -	19.02.2025

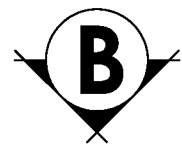


**Beachwood**  
HOMES

**Ascend**  
COLLECTION

PROJECT  
CLIENT:  
AT:

SIZE: <b>A3</b>	TITLE: <b>KIRRA 34 (MOD)</b>	REF: <b>11576</b>	ISSUE: <b>G</b>
THIS IS SHEET 3A OF 25 OF DRAWINGS REFERRED TO IN THE CONTRACT DATED:		DATE: <b>03.05.2025</b>	
SIGNED OWNER:		DRAWN: <b>TN.2</b>	
BUILDER:		CHECKED: <b>SM</b>	
FILE NAME: 11576 - CONTRACT#G		SCALE : <b>1:100</b>	
		MASTER DATE: 14.10.2024	

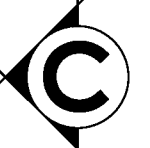


R6.0 RATING BATTS, WITH R2.5 TO CEILING TO ALL HABITABLE AREA CEILINGS UNDER ROOF AREA

R2.5 RATING BATTS TO ALL EXTERNAL WALLS OF DWELLING AND GARAGE/INTERNAL COMMON WALL

NOTE - R2.5 INTERNAL INSULATION WALL BATTS TO L'DRY & GARAGE

R3.5 RATING BATTS TO REQUIRED FLOOR JOIST AREA WITH HABITABLE ROOMS

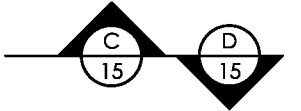
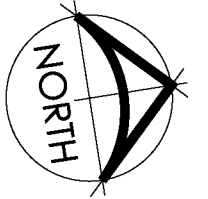


PROVIDE NON-SLIP RESISTANCE TO STAIR TREADS IN ACCORDANCE WITH NCC CLAUSE 3.9.1.4 AND AS 4586

NOTE - 100mm STEPDOWN TO ALL EXTERNAL CONCRETE SURFACES

NOTE - DUCTED VENT THROUGH WALL TO BE PROVIDED TO THE RANGEHOOD AND EXHAUST FAN

NOTE - 2590mm HIGH DROPPED CEILING



**VARIATION**

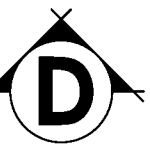
VARIATION No. - PCV 2.0  
DRAFTSPERSON - SS  
DATE - 19.02.2025

N DENOTES ADDITIONAL NOGIN @LOCATIONS INDICATED

NOTE - ACCESSIBLE SHOWER IN POWDER ROOM TO BE STEP FREE ENTRY WITH MAX. 5mm WATERSTOP LIP AS PER PART 5.1 & 5.2 OF THE LIVEABLE HOUSING DESIGN STANDARD 2022

## GROUND FLOOR PLAN

- GRAND THEATRE OPTION
- EXTENDED LAUNDRY WITH SHOWER TO POWDER OPTION.
- OUTDOOR LIVING + FLIP - U-SHAPE KITCHEN OPTION



**GROUND FLOOR:** 143.9 m<sup>2</sup> 15.49sq  
**FIRST FLOOR:** 135.4 m<sup>2</sup> 14.57sq  
**RESIDENCE:** 279.3 m<sup>2</sup> 30.06sq  
**GARAGE:** 37.2 m<sup>2</sup> 4.01sq  
**PORCH:** 8.0 m<sup>2</sup> 0.86sq  
**OUTDOOR LIVING:** 0.0 m<sup>2</sup> 0.00sq  
**BALCONY:** 5.1 m<sup>2</sup> 0.55sq  
**TOTAL:** 329.6 m<sup>2</sup> 35.48sq

NOMINATE POWDER & WC WHICH HAVE NO NATURAL VENTILATION, NCC CLAUSE 10.8.2 - ROOM TO BE PROVIDED WITH MAKE UP AIR VIA OPENINGS TO AN ADJACENT ROOM WITH A FREE AREA OF 14,000MM2 (EG UNDERCUT DOOR)

**Beachwood**  
HOMES

**Ascend**  
COLLECTION

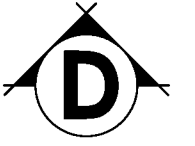
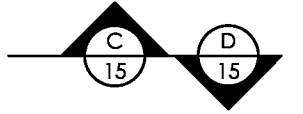
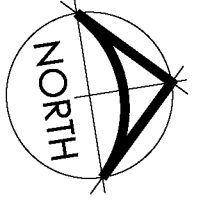
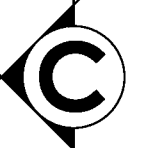
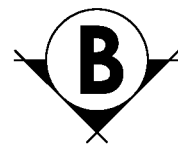
PROJECT:  
CLIENT:  
AT:

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SIZE:	TITLE:	REF:	ISSUE:
A3	KIRRA 34 (MOD)	11576	G
THIS IS SHEET 4 OF 25 OF DRAWINGS REFERRED TO IN THE CONTRACT DATED:		DATE:	03.05.2025
SIGNED OWNER:		DRAWN:	TN.2
BUILDER:		CHECKED:	SM
		SCALE:	1:100

FILE NAME: 11576 - CONTRACT#G

MASTER DATE: 14.10.2024



## VARIATION

VARIATION No. - **PCV 2.0**  
DRAFTSPERSON - **SS**  
DATE - **19.02.2025**

PROVIDE NON-SLIP  
RESISTANCE TO STAIR TREADS  
IN ACCORDANCE WITH NCC  
CLAUSE 3.9.1.4 AND AS 4586

NOTE - ALL WINDOWS TO BE  
CENTRED UNLESS NOTED OTHERWISE

NOTE - MAXIMUM ALLOWABLE  
WINDOW OPENING TO BE 125mm  
FOR ALL FIRST FLOOR WINDOWS

NOTE - DUCTED VENT TO BE PROVIDED  
THROUGH ROOF TO EXHAUST FANS

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## FIRST FLOOR PLAN

**Beachwood**  
HOMES

**Ascend**  
COLLECTION

PROJECT  
CLIENT:  
AT:

SIZE:	TITLE:	REF:	ISSUE:
A3	KIRRA 34 (MOD)	11576	G
THIS IS SHEET 5 OF 25 OF DRAWINGS REFERRED TO IN THE CONTRACT DATED:		DATE:	03.05.2025
SIGNED OWNER:		DRAWN:	TN.2
BUILDER:		CHECKED:	SM
		SCALE:	1:100

FILE NAME: 11576 - CONTRACT#G

MASTER DATE: 14.10.2024



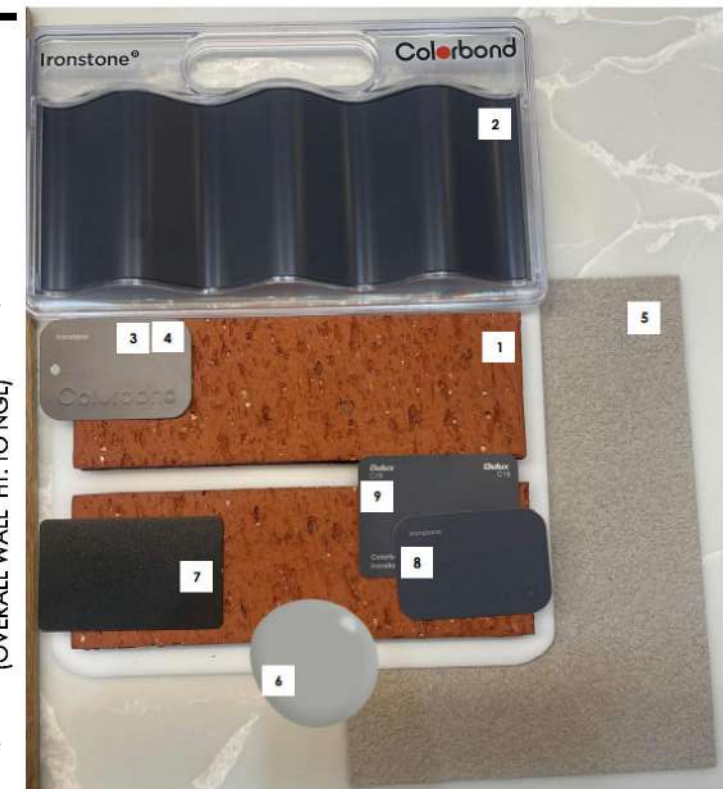
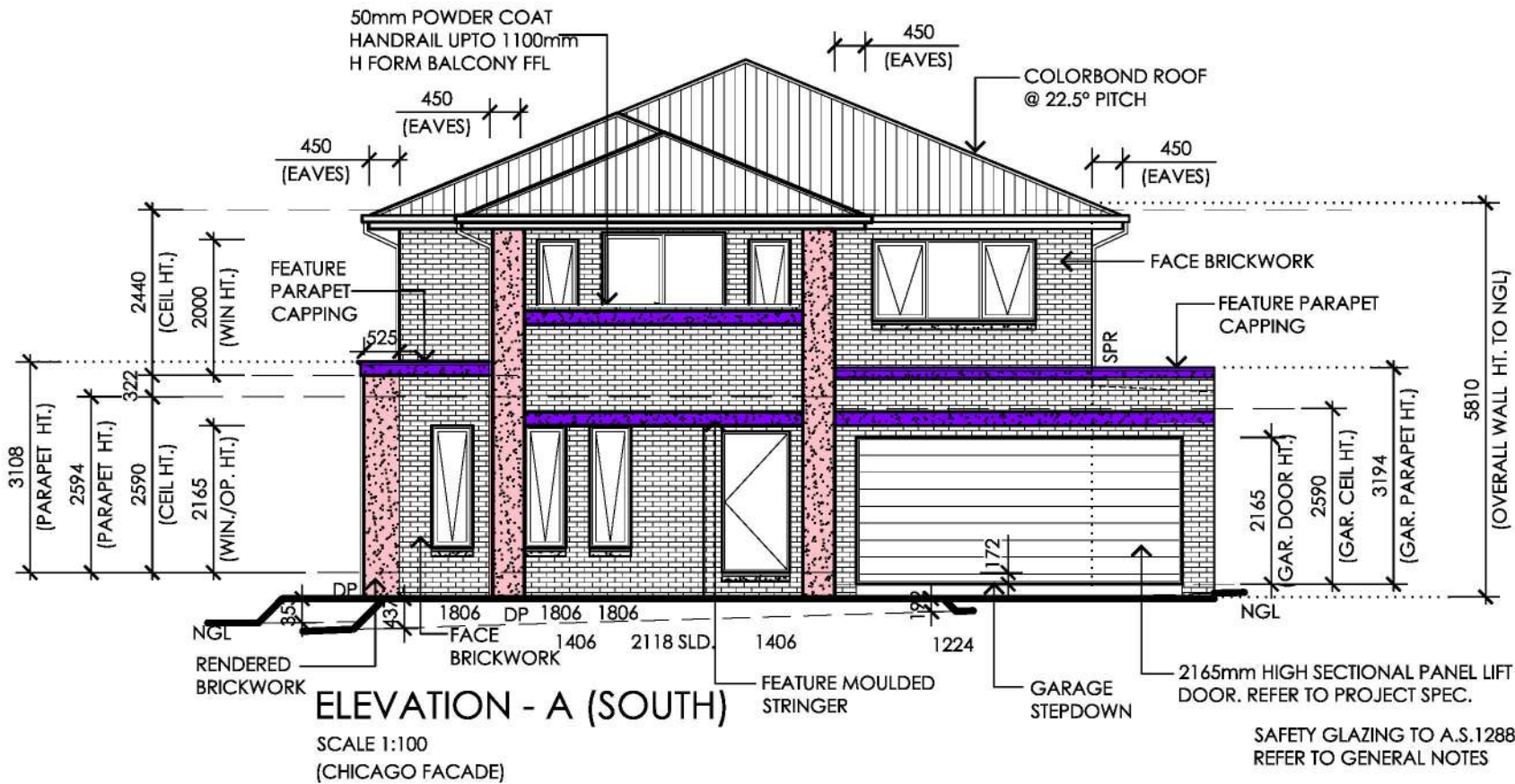
**VARIATION**

VARIATION No. - **PCV 2.0**  
DRAFTSPERSON - **SS**  
DATE - **19.02.2025**

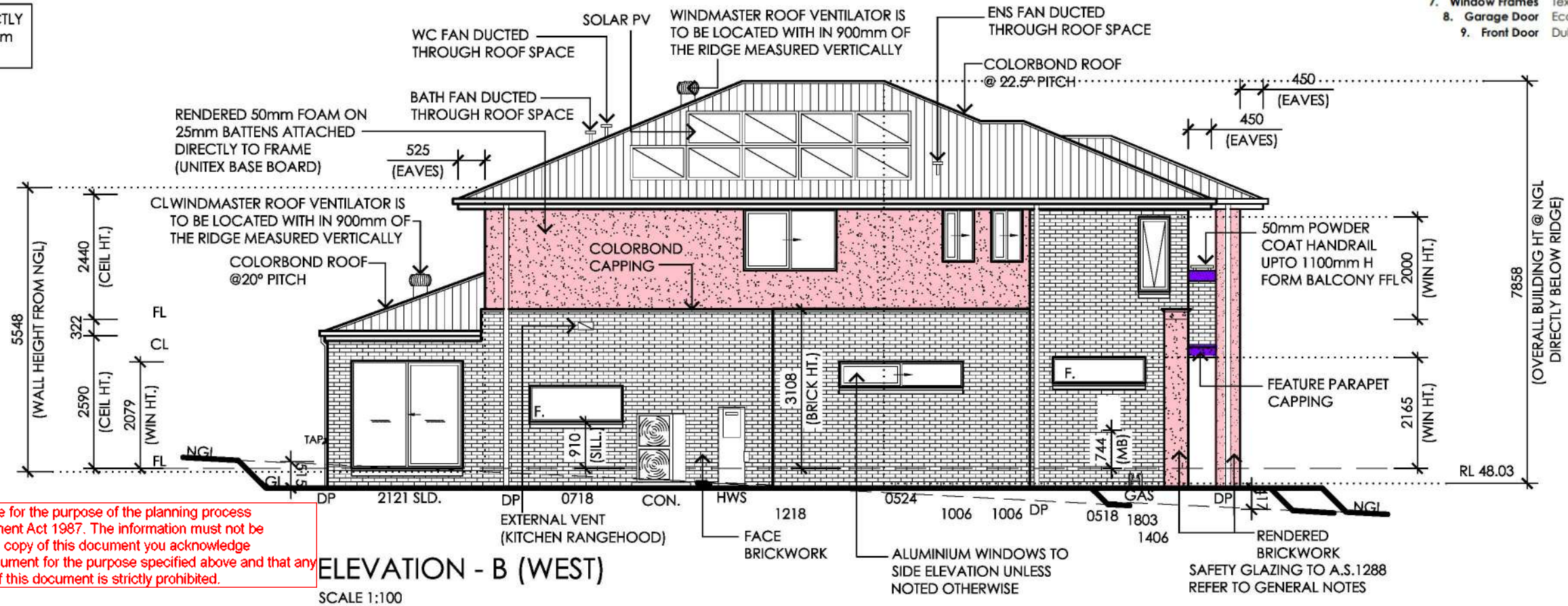
**MOULDINGS & PARAPET:**  
**DULUX - FLOODED GUM**

**RENDER:**  
**DULUX - FLOODED GUM**

NOTE - WINDOWS TO SIT DIRECTLY  
UNDERSIDE OF EAVES @2155mm  
APPROX HEAD HEIGHT



1. Brick Austral: Access Ruby
2. Roof Tile Colorbond: Ironstone
3. Gutter/Fascia Colorbond: Ironstone
4. Downpipes/ Meter box Colorbond: Ironstone
5. Render #1 Dulux: Flooded Gum SN4H3
6. Mouldings/ Parapet Dulux: Flooded Gum SN4H3
7. Window Frames Textura: Monument
8. Garage Door Eco Garage Doors: Ironstone
9. Front Door Dulux: Ironstone C19



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**Beachwood**  
HOMES

**Ascend**  
COLLECTION

PROJECT  
CLIENT:  
AT:

**SIZE:**  
**A3**

**TITLE:**  
**KIRRA 34 (MOD)**

THIS IS SHEET 11 OF 25 OF DRAWINGS REFERRED TO IN THE CONTRACT DATED:  
SIGNED OWNER:  
BUILDER:

**REF:**  
**11576**

**ISSUE:**  
**G**

**DATE:**  
**03.05.2025**

**DRAWN:**  
**TN.2**

**CHECKED:**  
**SM**

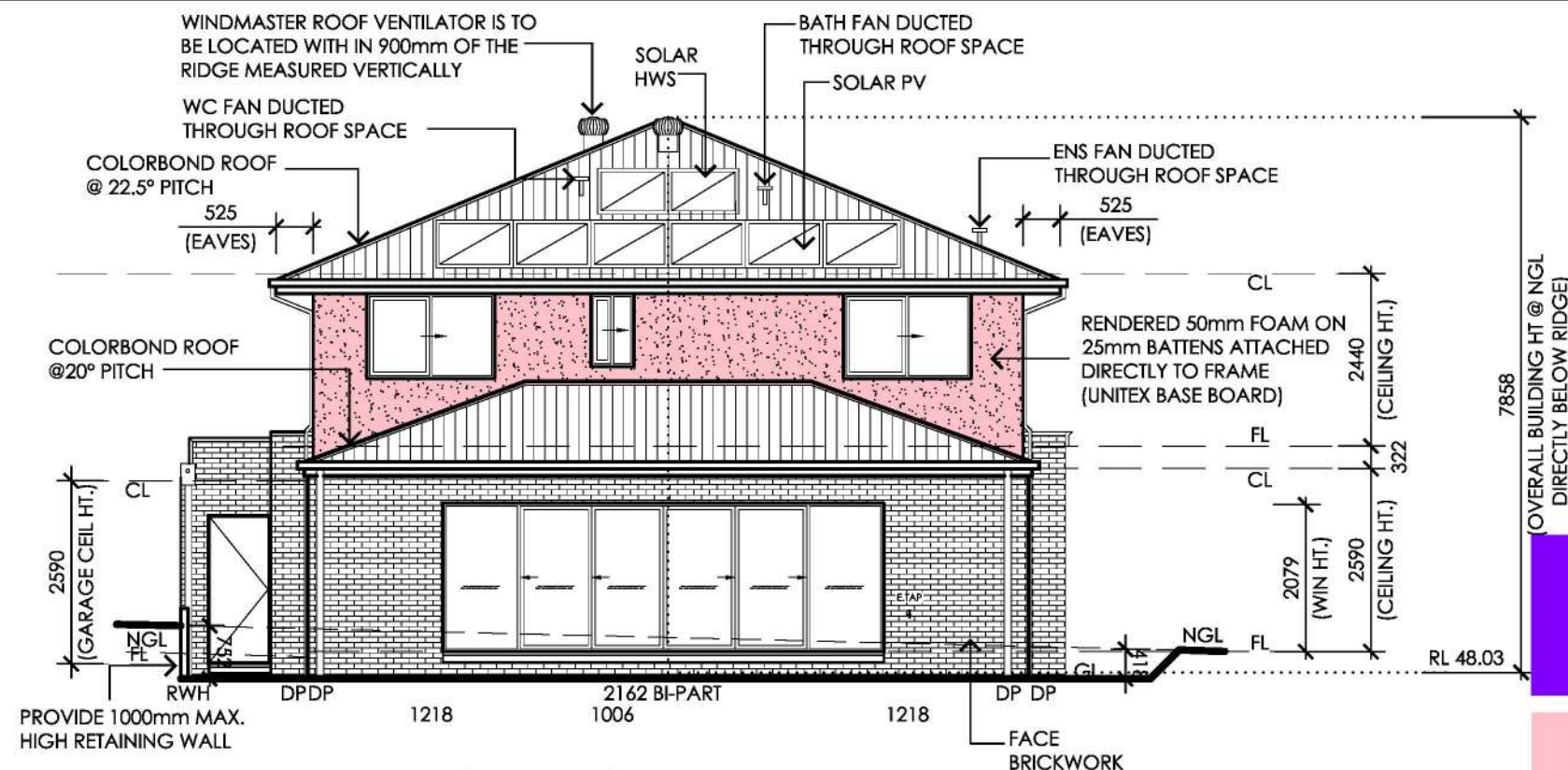
**SCALE:**  
**1:100**

**FILE NAME:** 11576 - CONTRACT#G  
**MASTER DATE:** 14.10.2024





1. Brick Austral: Access Ruby
2. Roof Tile Colorbond: Ironstone
3. Gutter/Fascia Colorbond: Ironstone
4. Downpipes/ Meter box Colorbond: Ironstone
5. Render #1 Dulux: Flooded Gum SN4H3
6. Mouldings/ Parapet Dulux: Flooded Gum SN4H3
7. Window Frames Textura: Monument
8. Garage Door Eco Garage Doors: Ironstone
9. Front Door Dulux: Ironstone C19



ELEVATION - C (NORTH)

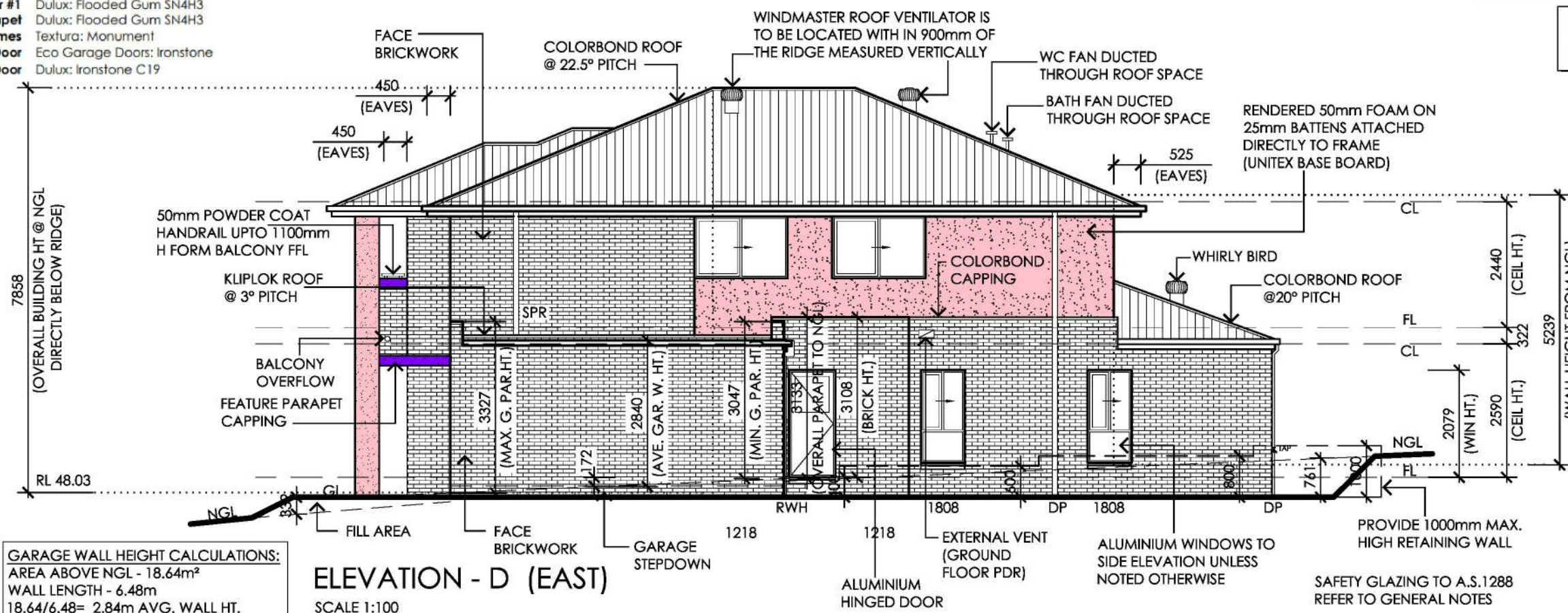
SCALE 1:100

SAFETY GLAZING TO A.S.1288  
REFER TO GENERAL NOTES

**MOULDINGS &  
PARAPET:**  
DULUX - FLOODED  
GUM

**RENDER:**  
DULUX - FLOODED  
GUM

NOTE - WINDOWS TO SIT DIRECTLY  
UNDERSIDE OF EAVES @2155mm  
APPROX HEAD HEIGHT



ELEVATION - D (EAST)

SCALE 1:100

SAFETY GLAZING TO A.S.1288  
REFER TO GENERAL NOTES

GARAGE WALL HEIGHT CALCULATIONS:  
AREA ABOVE NGL - 18.64m<sup>2</sup>  
WALL LENGTH - 6.48m  
18.64/6.48= 2.84m AVG. WALL HT.

**Beachwood  
HOMES**

**Ascend  
COLLECTION**

PROJECT:

CLIENT:

AT:

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SIZE:

A3

TITLE:

KIRRA 34 (MOD)

REF:

11576

ISSUE:

G

THIS IS SHEET 12 OF 25 OF DRAWINGS REFERRED

TO IN THE CONTRACT DATED:

SIGNED OWNER:

BUILDER:

FILE NAME: 11576 - CONTRACT#G

DATE: 03.05.2025

DRAWN: TN.2

CHECKED: SM

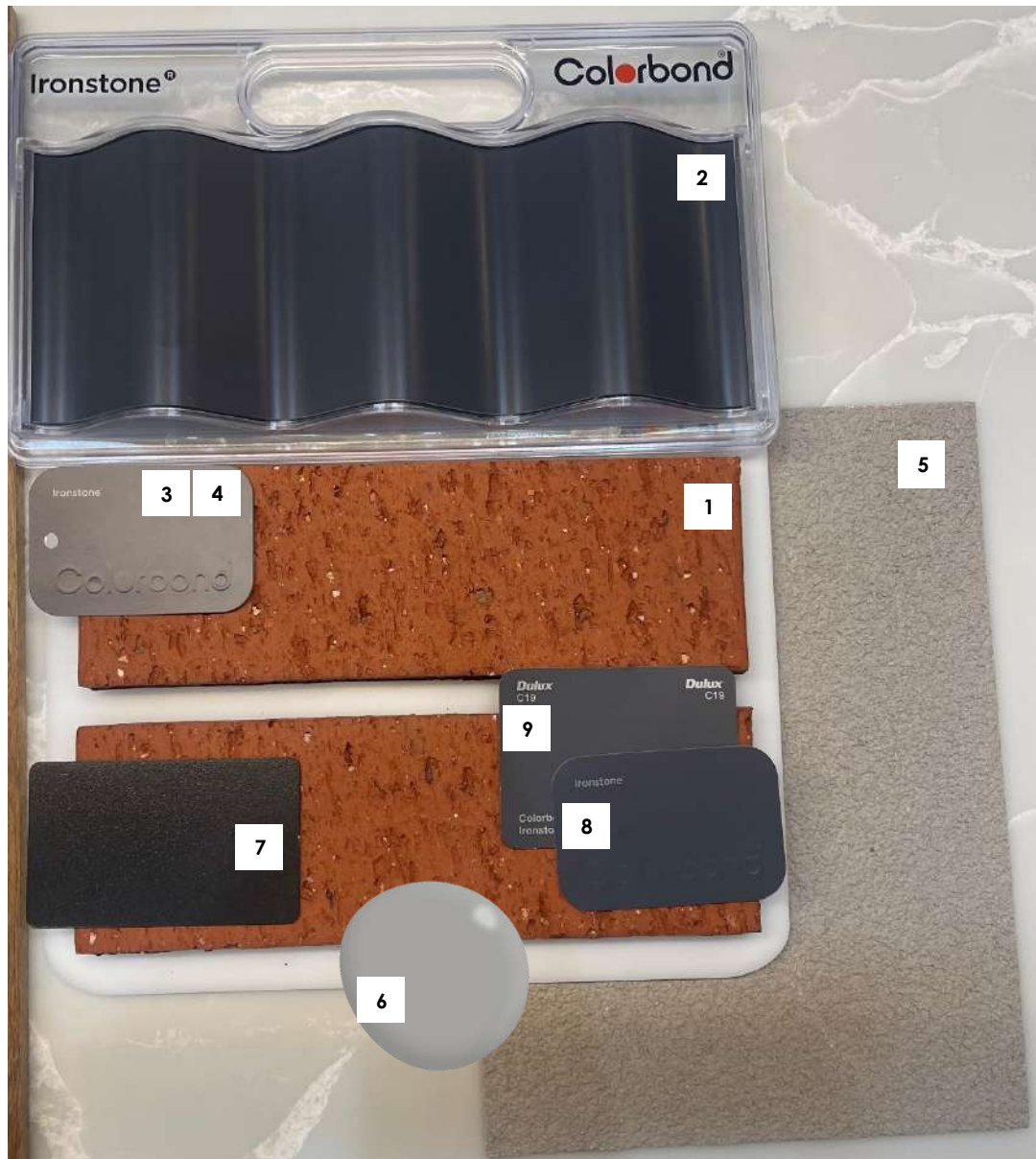
SCALE: 1:100

MASTER DATE: 14.10.2024



**Job No:** 11576

**Property:** Lot 222 Kookaburra Rise, Pakenham



- |                         |                             |
|-------------------------|-----------------------------|
| 1. Brick                | Austral: Access Ruby        |
| 2. Roof Tile            | Colorbond: Ironstone        |
| 3. Gutter/Fascia        | Colorbond: Ironstone        |
| 4. Downpipes/ Meter box | Colorbond: Ironstone        |
| 5. Render #1            | Dulux: Flooded Gum SN4H3    |
| 6. Mouldings/ Parapet   | Dulux: Flooded Gum SN4H3    |
| 7. Window Frames        | Textura: Monument           |
| 8. Garage Door          | Eco Garage Doors: Ironstone |
| 9. Front Door           | Dulux: Ironstone C19        |

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**LOT 222, NO. 3 KOOKABURRA RISE, PAKENHAM**


**SIDE & REAR FENCING** - See notes below  
**RETURN FENCING** - See notes below

 DRIVEWAY & PORCH/PATH:  
Charcoal Stipple Finish Colour-Through Concrete

**LETTERBOX:**  
Pillar Style to complement the dwelling

 **MATURE CANOPY TREE:**  
 \* *Magnolia - Little Gem* - 400mm pot size (4-6m in height & 2-3m in width at maturity - front yard)  
 \* *Eucalyptus Leucoxylon Rosea - Red Flowering Dwarf Yellow Gum* - 800mm pot size (12-15m in height and 7m in width at maturity - rear yard x 2)

 **PLANTING SCHEDULE:**  
 \* *Large Shrub* - 300mm pot size - *Correa Alba* - 25 plants  
 \* *Medium Shrub* - 200mm pot size - *Dillwynia Sericea* - 11 plants

 **PLANTING SCHEDULE:**  
\* Small Shrub - 150mm pot size - Acacia Cognata "Lime Light" - 15 plants

 **PLANTING SCHEDULE:**  
 \* *Blue Fescue Grass - Festuca Glauca* - max. 50mm height - 17 plants  
 \* *Carex 'Blue Sedge' - Carex Flacca Glauca* - max. 30mm height - 13 plants



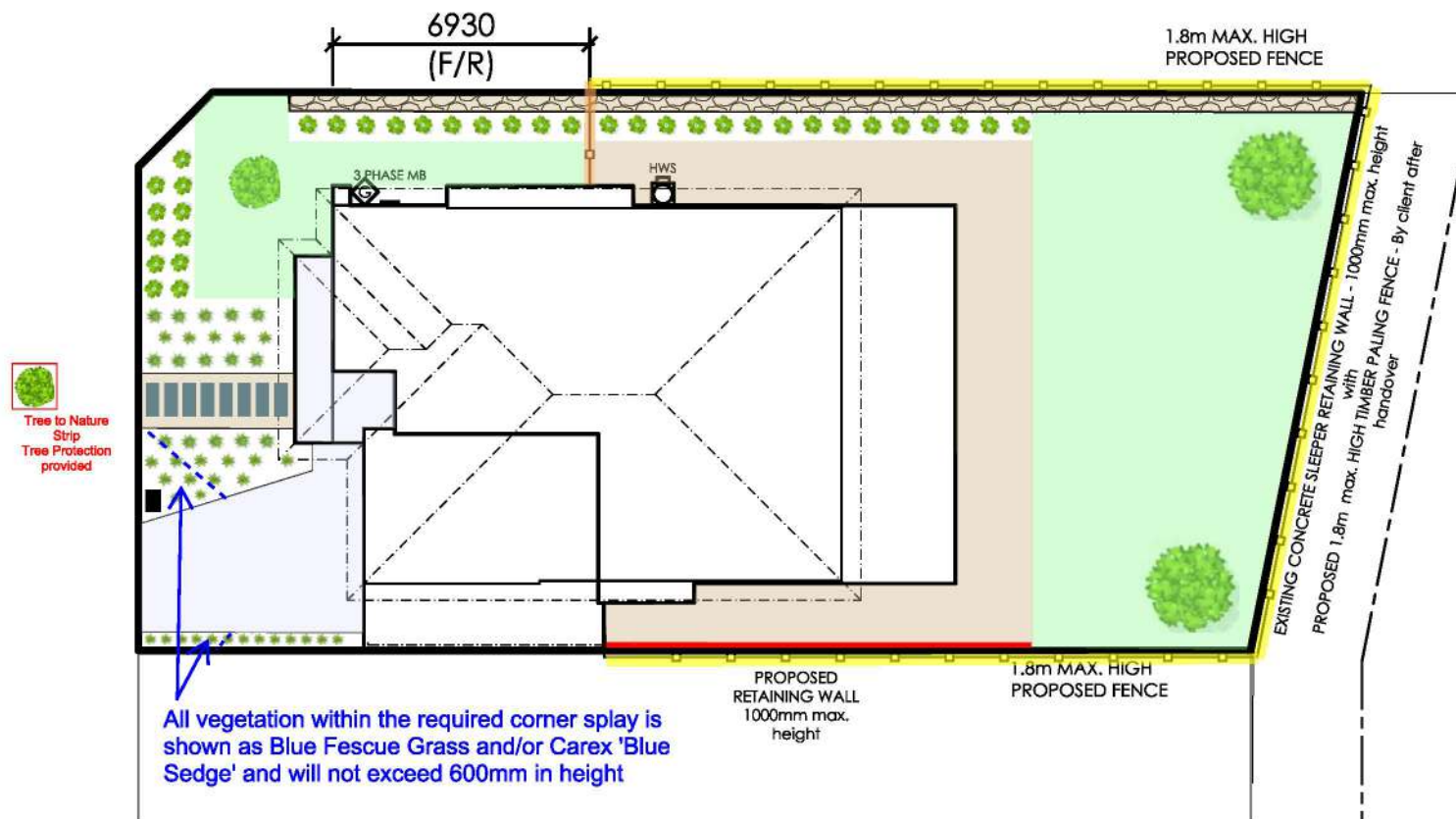
STEPPING STONE IN GRAVEL

 EXISTING DEVELOPER ROCK RETAINING WALL  
28910mm length in total - approx. 500mm height

LANDSCAPED GRAVEL PATHWAY TO PERIMETER OF DWELLING

LANDSCAPE PLAN IS NOT TO SCALE.  
CONCEPTUAL PLAN ONLY.  
SCALED ITEMS SHOWN ON REV #G  
DRAWINGS SITE PLAN & ELEVATIONS

## KOOKABURRA RISE



NOTE - OPTICOMM PROVISIONS  
INSTALLED TO DWELLING READY FOR  
CONNECTION

**SOLAR:**  
6.4KW SOLAR PV SYSTEM 15 PANELS - (NUMBER OF PANELS INDICATIVE ONLY -  
FINAL NUMBER OF PANELS AT SUPPLIER DISCRETION)

**LANDSCAPING NOTES:**  
PLANT SELECTION SHOULD MINIMISE THE NEED FOR GARDEN WATERING.  
GARDEN BEDS TO BE MULCHED TO CONSERVE WATER, PREVENTING EVAPORATION  
& REDUCING RUN-OFF.  
NATURE STRIP TO BE ESTABLISHED IN TURF ONLY.  
OTHER PLANT RECOMMENDATIONS CAN BE OBTAINED FROM CARDINIA COUNCIL.

**DRIVEWAY:**  
PROPOSED DRIVEWAY BY CLIENT AFTER HANDOVER:  
MUST BE OF NEUTRAL TONE AND COMPLEMENT THE DWELLING EXTERNAL PALETTE.  
PLAIN CONCRETE IS NOT PERMITTED.

**SIDE & REAR FENCING:**  
CONSTRUCTED FROM LAPPED TIMBER PALINGS WITH TIMBER CAPPING, EXPOSED  
TIMBER POSTS TO A HEIGHT OF 1.8m SETBACK MINIMUM 1.5m FROM FRONT  
BUILDING LINE OR 1m BEHIND NEIGHBOURING DWELLING.

**RETURN FENCING:**  
CONSTRUCTED FROM STAINED HARDWOOD WITH HORIZONTAL SLATING EXTENDING  
FROM BOUNDARY TO THE DWELLING AT THE ABOVE MENTIONED SETBACKS.

**CORNER LOT FENCING:**  
CONSTRUCTED FROM TIMBER PALINGS WITH TIMBER CAPPING, EXPOSED TIMBER  
POSTS TO A HEIGHT OF 1.8m LIMITED TO A MAXIMUM OF 70% OF THE ALLOTMENT  
LENGTH.

Tree Protection Fence Notes:

Tree protection fencing will be installed at a 2m radius around the naturestrip tree to be retained, or to the adjacent footpath/road boundary where they are within 2m radius. Fencing will be installed before the commencement of any construction activities and secured for the life of the construction. TPZ fencing will consist of chain mesh fencing of a minimum of 1.8m in height connected by temporary concrete footings. Warning signs will be erected at regular intervals along the entire length of any TPZ fencing.

The following are prohibited from taking place within any TPZ (adapted from AS 4970-2009):

- built structures or hard landscape features (i.e. paving, retaining walls)
- materials storage (i.e. equipment, fuel, building waste or rubble)
- soil disturbance (i.e. stripping or grade changes)
- excavation works including soil cultivation (specifically surface-dug trenches for underground utilities)
- placement of fill
- lighting of fires
- preparation of chemicals, including preparation of cement products
- pedestrian or vehicular access (i.e. pathways)

# Beachwood

## HOMES

Ascend  
COLLECTION

PROJECT:  
CLIENT:  
AT:

SIZE: <b>A3</b>	TITLE: <b>KIRRA 34 MOD)</b>	REF: <b>11576</b>	ISSUE: <b>C</b>
THIS IS SHEET 1 OF 1 OF DRAWINGS REFERRED TO IN THE CONTRACT DATED: SIGNED OWNER: BUILDER:		DATE: <b>06.02.2025</b> DRAWN: <b>TN.2</b> CHECKED: <b>SM</b> SCALE: <b>1:200</b>	

FILE NAME: 11576 - CONTRACT#D

MASTER DATE: 14.10.2024