Notice of Application for a Planning Permit



The land affected by the application is located at:			
The applicat	cation is for a permit to: Construction of a Dwelling, Fencing and Associated Earthworks		
A permit is re	equired under the follo	wing clauses of the planning scheme:	
42.01-2	Construct a fence	Construct a fence	
42.01-2	Construct a building or construct or carry out works		
		APPLICATION DETAILS	
The applican	t for the permit is:	Glory Architecture	
Application number:		number: T240536	
	·		

You may look at the application and any documents that support the application at the office of the responsible authority:

Cardinia Shire Council, 20 Siding Avenue, Officer 3809.

This can be done during office hours and is free of charge.

Documents can also be viewed on Council's website at cardinia.vic.gov.au/advertisedplans or by scanning the QR code.



HOW CAN I MAKE A SUBMISSION?

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:

25 April 2025

WHAT ARE MY OPTIONS?

Any person who may be affected by the granting of the permit may object or make other submissions to the responsible authority.

If you object, the Responsible Authority will notify you of the decision when it is issued. An objection must:

- be made to the Responsible Authority in writing;
- include the reasons for the objection; and
- state how the objector would be affected.

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.



Application

lodged

Council initial

assessment

3

4

5

6

Notice

Consideration of submissions

Assessment

Decision

Application is here

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ePlanning

Application Summary

Basic Information

Proposed Use	A new house
Current Use	vacant
Cost of Works	\$400,000
Site Address	12 Palm Court 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?

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

Contacts

Туре	Name	Address	Contact Details
Applicant	Glory Architecture	5 Solid Drive, PAKENHAM VIC 3810	W: 0452-199-793 E: saly2mina@gmail.com
Owner			
Preferred Contact	Glory Architecture	5 Solid Drive, PAKENHAM VIC 3810	W: 0452-199-793 E: saly2mina@gmail.com

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

Documents Uploaded [Please reupload invalid files before submission]

Date	Туре	Filename
12-10-2024	A Copy of Title	00745423820112024101116410001.pdf - [invalid upload]
12-10-2024	Site plans	2407.1_241012_12 Palm court Pakenham_TP_A.pdf
12-10-2024	A Copy of ⊺itle	Vendor Statement The View Cardinia Estate.pdf
12-10-2024	Additional Document	KK0801 PLAN OF SURVEY KR (1)-Model.pdf
12-10-2024	Additional Document	LSCAPE08OCT24.pdf



Civic Centre20 Siding Avenue, Officer, Victoria

Council's Operations Centre (Depot) Purton Road, Pakenham, Victoria Postal Address
Cardinia Shire Council
P.O. Box 7, Pakenham MC, 3810

Total

Email: mail@cardinia.vic.gov.au

Monday to Friday 8.30am-

5pm

\$1,420.70

Phone: 1300 787 624
After Hours: 1300 787 624
Fax: 03 5941 3784

☐ 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

Site User Submission Date

5 Solid drive, PAKENHAM VIC 3810

W: +61-452-424-045 M: +61-452-424-045 E: mina@gloryarchitecture.com.au

Declaration

By ticking this check (if not myself) has been r

ne information in this application is true and correct; and the Applicant and/or Owner



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

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

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Fax: 03 5941 3784



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

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

Page 1 of 1

VOLUME 11462 FOLIO 029

Security no: 124123490717N Produced 07/04/2025 03:10 PM

LAND DESCRIPTION

Lot 241 on Plan of Subdivision 649678Q. PARENT TITLE Volume 11461 Folio 856 Created by instrument PS649678Q 03/12/2013

REGISTERED PROPRIETOR



ENCUMBRANCES, CAVEATS AND NOTICES

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

AGREEMENT Section 173 Planning and Environment Act 1987 AK575312M 06/09/2013

DIAGRAM LOCATION

SEE PS649678Q FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 12 PALM COURT PAKENHAM VIC 3810

ADMINISTRATIVE NOTICES

NIL

eCT Control 23190L ELEGANT CONVEYANCING Effective from 20/06/2024

DOCUMENT END

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Title 11462/029 Page 1 of 1



Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	PS649678Q
Number of Pages	9
(excluding this cover sheet)	
Document Assembled	11/10/2024 16:48

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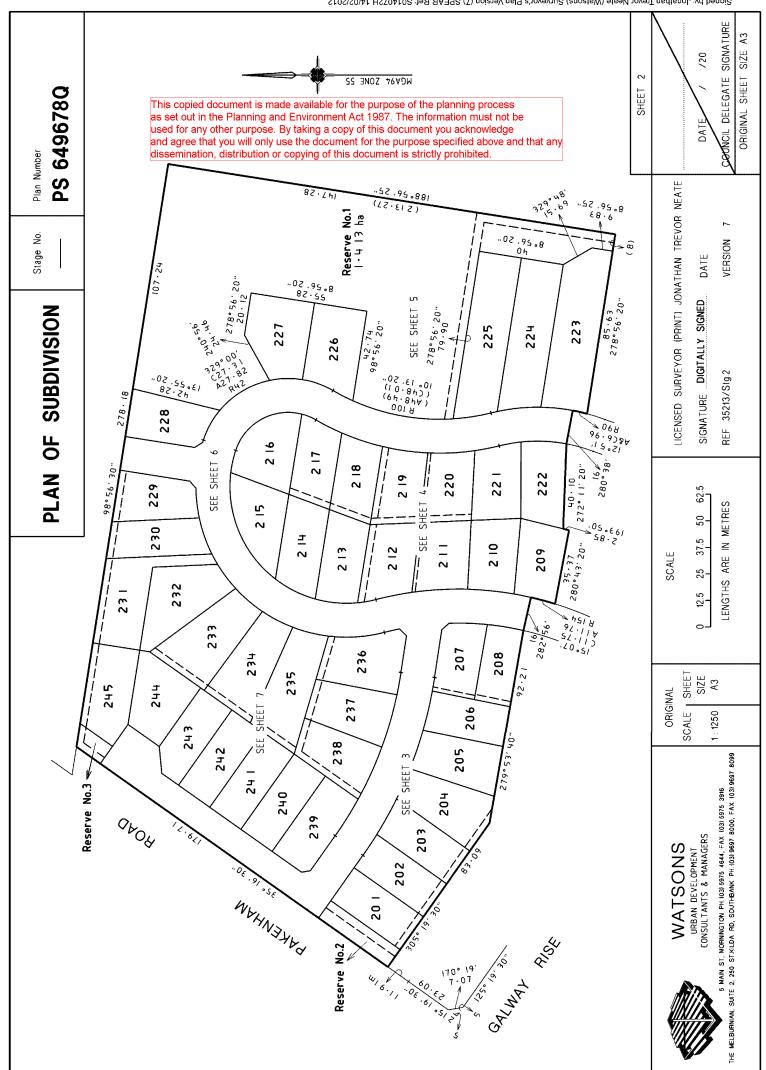
Signed by Council: Cardinia Shire Council, Council Ref: S11/088, Original Certification: 18/04/2012, S.O.C.: 06/11/2013 Stage No LRS use only Plan Number PLAN OF SUBDIVISION PS 649678Q **EDITION** Location of Land Council Certificate and Endorsement Parish: Nar Nar Goon Council Name: Cardinia Shire Council Township: 3 (Part) & 7 (Part) Crown Portion: This plan is certified under section 6 of the Subdivision Act 1986 Parish: Nar Nar Goon This plan is certified under section 11(7) of the Subdivision 2 Township: Pakenham Date of original certification under section 6 Crown Allotment: 32 (Part) & Part of Former This is a statement of compliance issued under section 21 of the Subdivision 3 Act 1988 Government Road OPEN SPACE Title Reference: Vol. 11461 Fol. 856 (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made Last Plan Reference: Lot A PS 649677S The requirement has been satisfied. The requirement is to be satisfied in Stage..... Postal Address: 120-150 Pakenham Road Council Delegate Council Seal (at time of subdivision) Pakenham 3810 Date /20 MGA94 Co-ordinates: Ε 366 600 **Zone**: 55 Re-certified under section 11(7) of the Subdivision Act 1988 (of approx. centre of land in plan) 5 786 800 Council Delegate Council Seal Vesting of Roads and/or Reserves Date /20 Identifier Council/Body/Person **Notations** Roads R-1 Cardinia Shire Council This is not a staged subdivision Staging Reserve No.1 Cardinia Shire Council Planning Permit No. T060892 Reserve No.2 Cardinia Shire Council Depth Limitation : Does not apply Reserve No.3 Cardinia Shire Council THIS IS A SPEAR PLAN Lots 1 to 200 (Both Inclusive) have been omitted from this stage. 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. GALWAY GOLD Development No.: 2 This plan is/is not based on survey. See BP 2601B Survey No. of Lots: 45 Area: 6.553 ha This survey has been connected to permanent marks no(s) PM 89 & PM 313 317 C3 Melways: This survey is not in a Proclaimed Survey Area Easement Information LRS use only A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road) Legend: Statement of Compliance/ Fasement Width **Exemption Statement** Purpose Origin Land Benefited/In Favour Of Reference (Metres) E-1, E-3 See Received $|\checkmark|$ This Plan Cardinia Shire Council Drainage & E-4 Diag DATE 20 / 11 / 2013 E-2. E-3 See This Plan South East Water Limited Sewerage Diag. & E-4 This Plan LRS use only Section 88 Electricity Industry Act 2000 See E-4 & E-5 Powerline SPI Electricity Pty Ltd Diag. PLAN REGISTERED See TIME 5.34pm F-6 Water Supply PS 649677S South East Water Limited Diag DATE 3/12/2013 Kevin Bond Assistant Registrar of Titles SHEET 1 OF 8 SHEETS WATSONS LICENSED SURVEYOR (PRINT) JONATHAN TREVOR NEATE URBAN DEVELOPMENT SIGNATURE DIGITALLY SIGNED /20 CONSULTANTS & MANAGERS DATE 5 MAIN ST, MORNINGTON PH. (03) 5975 4644, FAX (03) 5975 3916

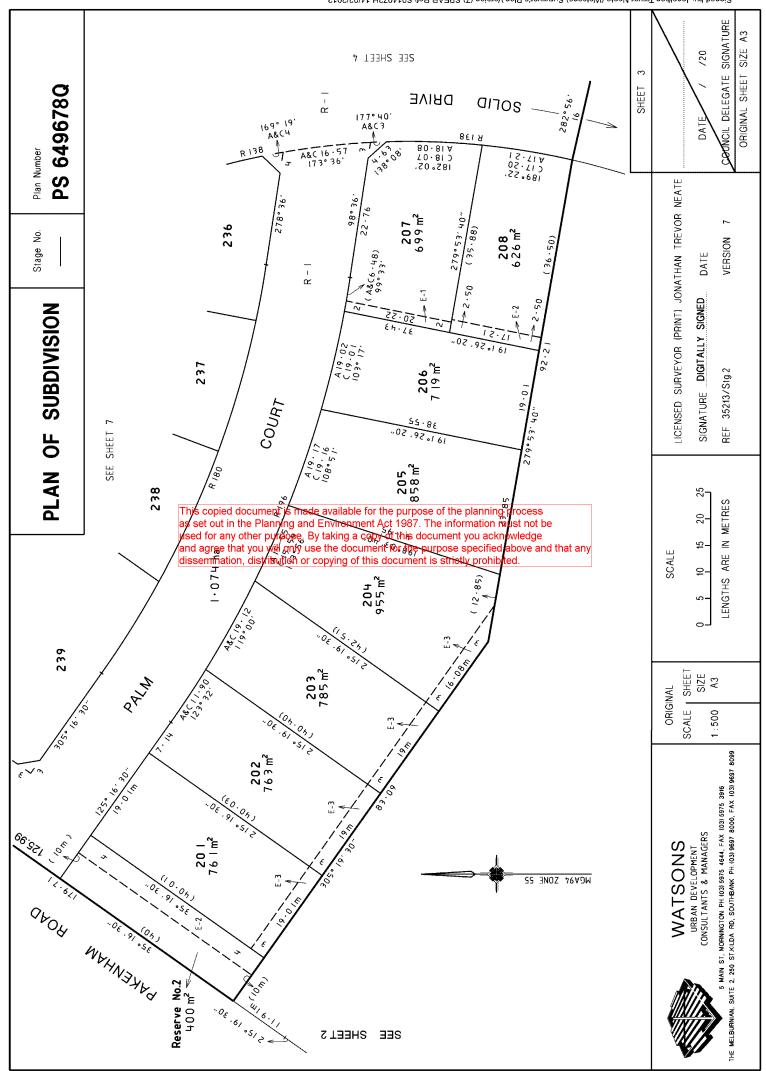
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH (03) 9697 8000, FAX (03) 9697 8099 REF 35213/Stg.2

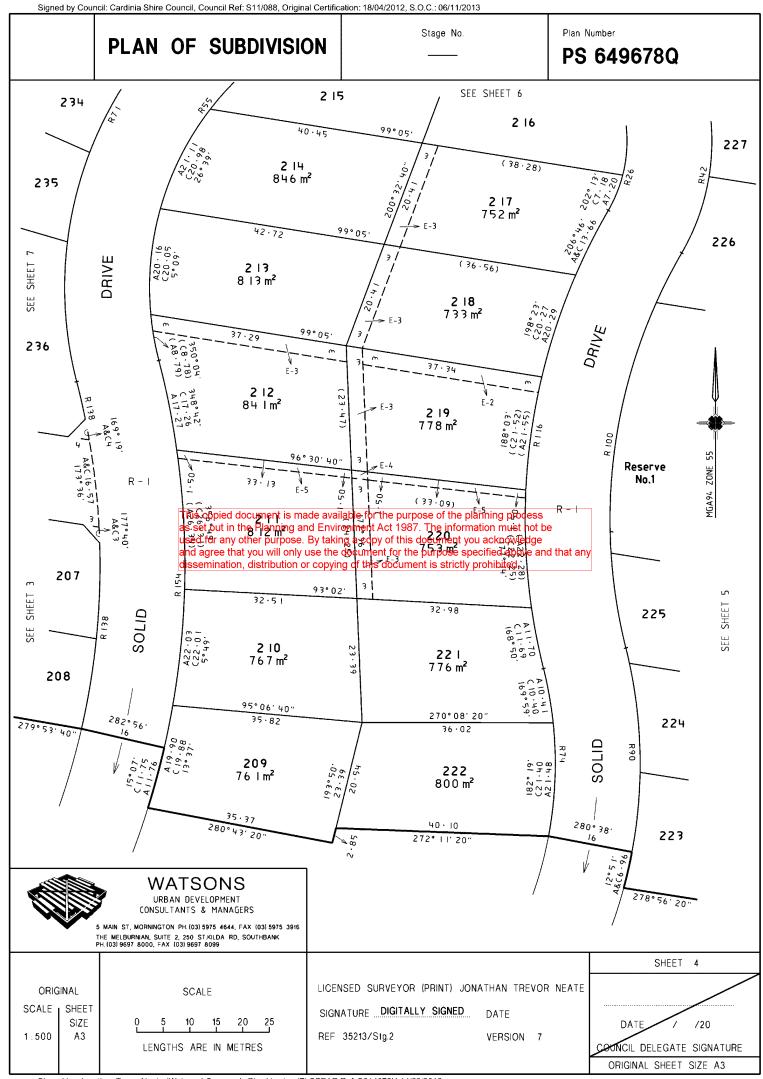
VERSION 7

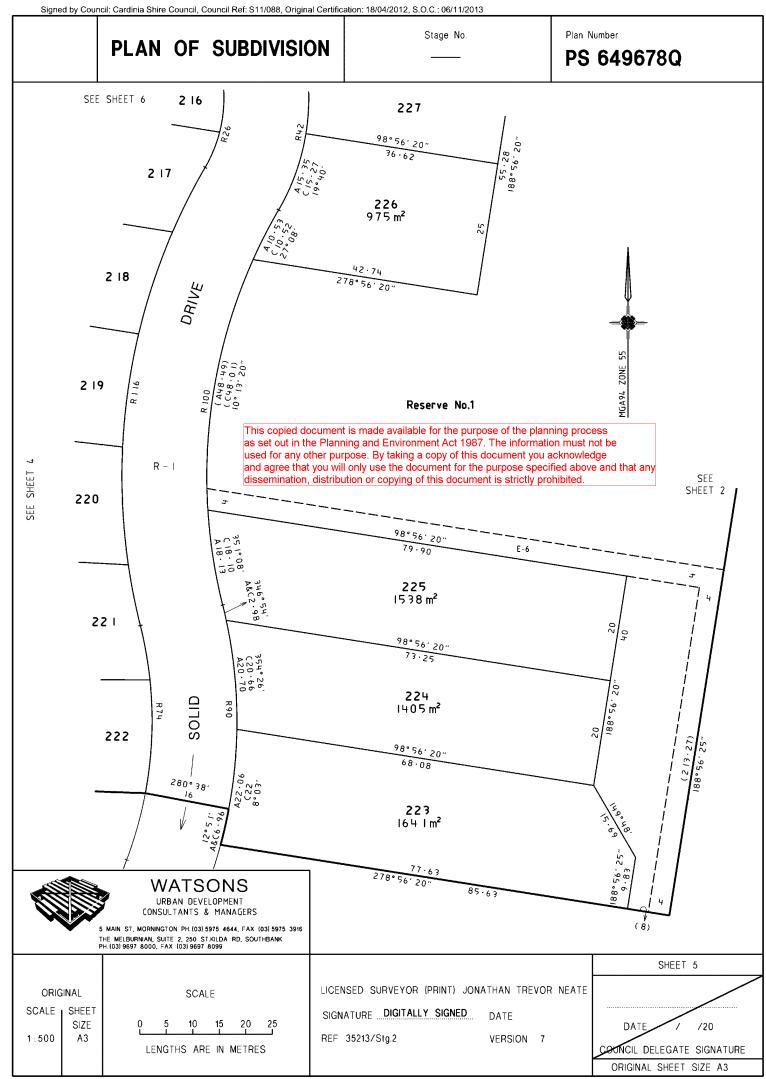
COUNCIL DELEGATE SIGNATURE

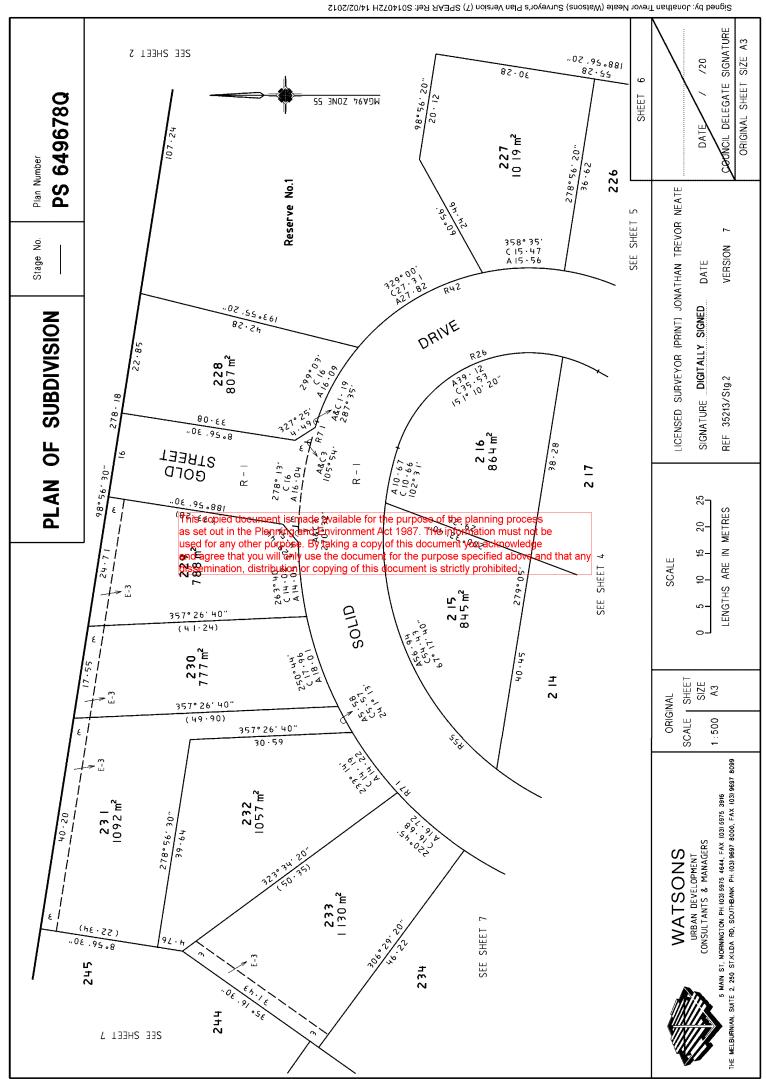
ORIGINAL SHEET SIZE A3

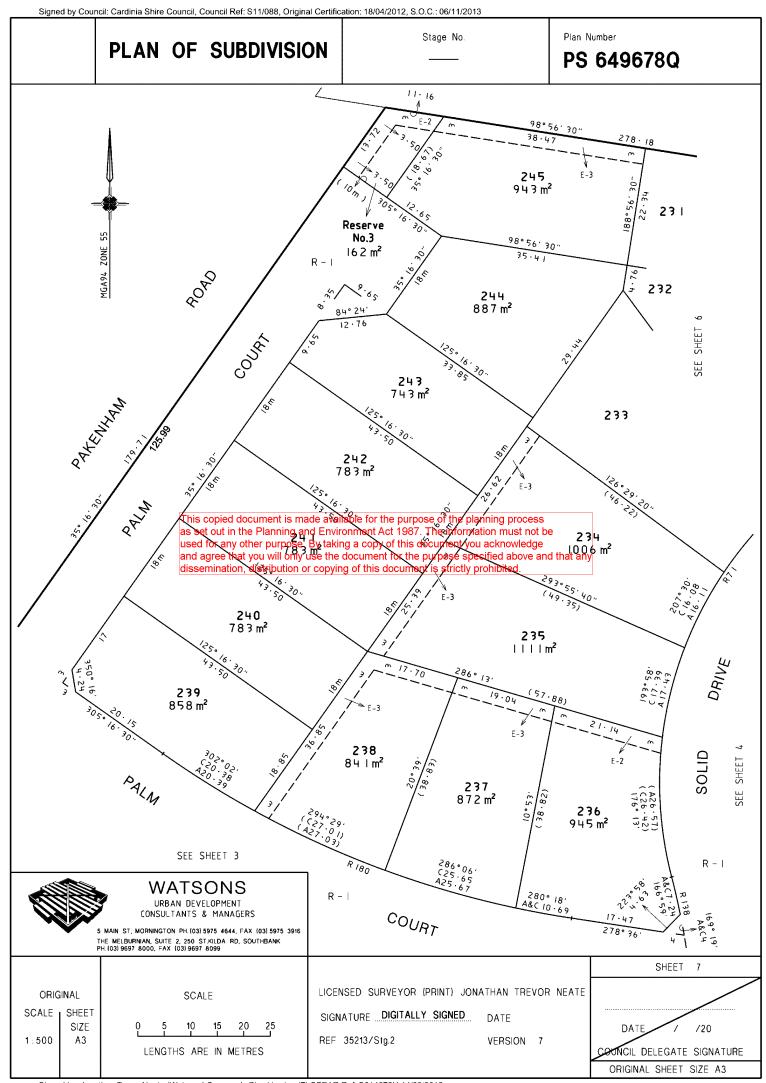












Signed by Council: Cardinia Shire Council, Council Ref: S11/088, Original Certification: 18/04/2012, S.O.C.: 06/11/2013

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 649678Q

SUBDIVISION ACT 1988

CREATION OF RESTRICTION A

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

Land to benefit:

Land in this plan.

Land to be burdened:

Lots 223 to 227 (Both Inclusive).

Description of Restriction:

The registered proprietor or proprietors for the time being a burdened lot to which this restriction applies shall not allow dwellings and garages to be located outside the building envelope (hatched area) shown in the Building Envelope Schedule within the Insrument for PS 649678Q unless with the written consent of the Responsible Authority.

SUBDIVISION ACT 1988

CREATION OF RESTRICTION B

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

Land to benefit:

Land in this plan.

Land to be burdened:

Lots 205, 232 and 233.

Description of Restriction:

The registered proprietor or proprietors for the time being a burdened lot to which this restriction applies shall not allow removal of any trees within the Tree Protection Envelopes (cross hatched area) shown in the Tree Protective Envelope Schedule within the instrument for PS 649678Q unless with the written consent of the Responsible Authority.

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WATSONS

URBAN DEVELOPMENT CONSULTANTS & MANAGERS

5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916 THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK PH.(03) 9697 8000, FAX (03) 9697 8099 LICENSED SURVEYOR (PRINT) JONATHAN TREVOR NEATE

DATE

SIGNATURE DIGITALLY SIGNED

REF 35213/Stg.2 VERSION 7

DATE / /20
COUNCIL DELEGATE SIGNATURE
ORIGINAL SHEET SIZE A3

Plan of Subdivision PS649678Q Certification by Council (Form 5)

SUBDIVISION (PROCEDURES) REGULATIONS 2000

SPEAR Reference Number: S014072H

Plan Number: PS649678Q

Responsible Authority Name: Cardinia Shire Council Responsible Authority Reference Number 1: S11/088

Surveyor's Plan Version: 7

Certification

This plan is certified under section 6 of the Subdivision Act 1988

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988

Has not been made at Certification

Digitally signed by Council Delegate: Penny Carney

Organisation: Cardinia Shire Council

Date: 18/04/2012

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AK575312M
06/09/2013 \$113 173

FORM 18 Section 181

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

Planning and Environment Act 1987

Name: JOSEPH LAW, SOLICITOR

Phone: 9571.5236

Address: 16 Ash Grove, Malvern East 3145

Ref: Galway View Pty. Ltd.

Customer Code: 01786 Y

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

Land: Volume 8810 Folio 340 and Volume 8652 Folio

Authority: Cardinia Shire Council

Henty Way, Pakenham, Victoria, 3810

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

A copy of the Agreement is attached to this Application.

Signature for the Authority:

Name of Officer: Brett Sackes

Date: 22 8 13

CONTENTS

- 1 DEFINITIONS
- 2. INTERPRETATION
- 3. SECTION 173 AGREEMENT
- 4. SPECIFIC OBLIGATIONS OF THE OWNER
- 5. FURTHER OBLIGATIONS OF THE OWNER
- 6. AGREEMENT UNDER SECTION 173 OF THE ACT
- 7. OWNER'S WARRANTY
- 8. SUCCESSORS IN TITLE
- 9. GENERAL MATTERS
- 10. COMMENCEMENT OF AGREEMENT

AK575312M 06/09/2013 \$113 173

AGREEMENT

THIS AGREEMENT is made the 26 rday of August 2013

BETWEEN:

CARDINIA SHIRE COUNCIL

of Henty Way, Pakenham, in the State of Victoria

("the Council")

- and -

Galway View Pty Ltd, 505 St Kilda Road, Melbourne in the State of Victoria

("the Owner")

INTRODUCTION

- A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- B. The Owner is the registered proprietor of the Land.
- C. On 18 September 2007 the Council issued Planning Permit No. T060892 permitting subdivision of the land into 110 lots, the provision of public open space and tree reserves, creation of access to a Road Zone Category 1 and the removal of native vegetation generally in accordance with the endorsed plan. Condition 3 of the Planning Permit requires the Owner to enter into this Agreement to provide for the matters set out in that condition.
- D. A Plan of Subdivision was not certified within two years of the date of the Planning Permit. An extension of time was approved by Council on 16 September 2009 and 10 October 2011. Endorsed Plans were approved on 22 September 2012 and this revised the lot numbers compared to the original permit application plans (Watsons Pty Ltd Revision E). The lots previously numbered 36 to 47 inclusive on Watsons Pty Ltd Revision E and obligated in Condition 3 of the Planning Permit are renumbered lots 120 to 126 inclusive and lots 223 to 227 inclusive on the Endorsed Plan.
- E. The parties enter into this Agreement:-
 - (a) to give effect to the requirements of Condition 3 of the Planning Permit; and
 - (b) to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Land.

Delivered by LANDATA®, timestamp 28/11/2024 15:37 Page 4 of 10

AK575312M 06/09/2013 \$113 173

IT IS AGREED:

1. **DEFINITIONS**

In this Agreement the words and expressions set out in this clause have the following meanings unless the context admits otherwise:

- 1. 1 "the Act" means the *Planning and Environment Act* 1987.
- 1.2 "this Agreement" means this Agreement and any agreement executed by the parties expressed to be supplemental to this Agreement.
- 1.3 "Amended Planning Permit Plan" means the amended plans approved under the Planning Permit as an Endorsed Plan generally in accordance with Watsons Pty Revision E dated 4 September 2007 but modified in accordance with condition 1 of the Planning Permit.
- 1.4 "Building" has the same meaning as in the Act.
- 1.5 **"Building Envelope"** means the building envelope shown for a particular lot in the Plan of Subdivision and has the same meaning as in regulation 406 of the Building Regulations.
- 1.6 "Dwelling" has the same meaning as in the Cardinia Planning Scheme.
- 1.7 **"Eastern most allotments"** being Lots 120 to 126 inclusive and Lots 223 to 227 inclusive on the Endorsed Plan.
- 1.8 "Endorsed Plan" means the plans endorsed with the stamp of the Council from time to time known as the Amended Planning Permit Plan and Landscape Masterplan which form part of the Planning Permit.
- "Land" means the land situated at 120-150 Pakenham Road, Pakenham, being all of the land contained in Certificate of Title Volume Folio 8810 340 and Certificate of Title Volume Folio 8652 976 and any reference to the Land includes any lot created by the subdivision of the Land or any part of it.
- 1.10 "Landscape Masterplan" means the plan approved under the Planning Permit as an Endorsed Plan which shall provide for, inter alia, the revegetation of the ridgeline/ rear of lots 120 to 126 inclusive and lots 223 to 227 inclusive and trees to be retained generally in accordance with the Planning Permit.
- 1.11 "Lot" means a lot or allotment on the Endorsed Plan.
- 1.12 "Planning Permit" means Planning Permit T060892 dated 18 September 2007.

Ë

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- 1.13 "Planning Scheme" means the Cardinia Planning Scheme and any other planning scheme that applies to the Land.
- 1.14 "Ridgeline" means the Pakenham North Ridge a natural topographic feature which affects part of the Land being Lots 120 to 126 inclusive and Lots 223 to 227 inclusive on the Endorsed Plan.
- 1.15 "Ridgeline Elevation" means the changing level or height of the Ridgeline.
- 1.16 "Statement of Compliance" means a Statement of Compliance under the Subdivision Act 1988.

2. INTERPRETATION

In this Agreement unless the context admits otherwise:



- 2.1. the singular includes the plural and vice versa.
- a reference to a gender includes a reference to each other gender.
- a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
- 2.4 if a party consists of more than one person this Agreement binds them jointly and each of them severally.
- a word or expression used in this Agreement has its ordinary meaning unless that word or expression is defined in this Agreement. If a word or expression is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.
- 2.6. any 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.
- 2.7 the introductory clauses to this Agreement are and will be deemed to form part of this Agreement.

3. SECTION 173 AGREEMENT

3.1 Purpose

This agreement is made under section 173 of the Act. In entering into it the Parties intend to achieve or advance the objectives of planning in Victoria or the objectives of the Planning Scheme.

3.2 Burden of covenants

The Council and the Owner intend that the burden of the Owner's covenants run with the Land.

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4. SPECIFIC OBLIGATIONS OF THE OWNER

AK575312W 06/09/2013 \$113 173

The owner acknowledges and agrees that:

4.1 Building Restrictions

No building shall be constructed on lots 120 to 126 inclusive and lots 223 to 227 inclusive outside the building envelopes shown on the Endorsed Plan except with the prior written consent of Council.

4.2 Height Controls

Any dwelling constructed on lots 120 to 126 inclusive and lots 223 to 227 inclusive must not be higher than 2.0 metres above the highest point of the ridgeline elevation on that lot.

4.3 Re-vegetation

Re-vegetation and landscaping across the ridgeline (the rear of the Eastern most allotments) must be carried out generally in accordance with the approved Landscape Masterplan prior to the issue of a Statement of Compliance.

5. FURTHER OBLIGATIONS OF THE OWNER

The Owner further agrees that:

5.1 Notice and Registration

5.1.1 the Owner will bring this Agreement to the attention of all prospective purchasers, mortgagees, transferees and assigns.

5.2 Further Actions

- 5.2.1 the Owner will do all things necessary to give effect to this Agreement.
- 5.2.2 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 to the Land in accordance with section 181 of the Act and do all things necessary to enable Council to do so, including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable a recording to be made in the register under that section.

5.3 Council's costs to be paid

5.3.1 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.

6. AGREEMENT UNDER SECTION 173 OF THE ACT

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

7. OWNERS WARRANTY

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

8. SUCCESSORS IN TITLE

- 8.1 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 Land, successors in title shall be required to:-
 - (a) give effect to and do all acts and sign all documents which require those successors to give effect to this Agreement; and
 - (b) execute a Deed agreeing to be bound by the terms of this Agreement.

9. GENERAL MATTERS

9.1 Notices

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:

- 9.1.1 by delivering it personally to that party;
- 9.1.2 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
- 9.1.3 sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.

9.2 A notice or other communication is deemed served:

- 9.2.1 if delivered, on the next following business day;
- 9.2.2 if posted, on the expiration of two business days after the date of posting; or

9.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested transmission before the end of that business day.

9.3 No Waiver

Any time or other indulgence granted by the 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.

9.4 Severability

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.

9.5 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 Land or relating to any use or development of the Land.

10. COMMENCEMENT OF AGREEMENT

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





SIGNING PAGE

EXECUTED by the parties on the date set out at the commencement of this Agreement.

Signed by and on behalf, and with the authority of the Cardinia Shire Council by Brett Jackson, in the Exercise of power conferred by an Instrument of Delegation dated 24th January 2011:)))))
13 Jobs	MANAGER Development Services
Migen	Witness
Executed by Galway View Pty Ltd by being signed by those persons who are authorised to sign for the company:) } }
	Director
Lian Cheon DING Suite 8/84 Church St	Full name
Richmond VIC 3121 Australia	Usual address
1 Haplins	Director (o r company Secretary)
Kian Sin HO Suite 8/84 Church St	Full name
Richmond VIC 3121 Australia	Usual address

AK575312M 06/09/2013 \$113 173

DATED

CARDINIA SHIRE COUNCIL

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and -

GALWAY VIEW PTY LTD ACN 007 183 897

AGREEMENT
UNDER SECTION 173
OF THE PLANNING
AND ENVIRONMENT
ACT 1987

Land: Lot 1 & 2 LP8840, 120-150 Pakenham Road, Pakenham 3810

AK575312M 06/09/2013 \$113 173

AGREEMENT

THIS AGREEMENT is made the 26 rday of August 2013

BETWEEN:

CARDINIA SHIRE COUNCIL

of Henty Way, Pakenham, in the State of Victoria

("the Council")

- and -

Galway View Pty Ltd, 505 St Kilda Road, Melbourne in the State of Victoria

("the Owner")

INTRODUCTION

- A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- B. The Owner is the registered proprietor of the Land.
- C. On 18 September 2007 the Council issued Planning Permit No. T060892 permitting subdivision of the land into 110 lots, the provision of public open space and tree reserves, creation of access to a Road Zone Category 1 and the removal of native vegetation generally in accordance with the endorsed plan. Condition 3 of the Planning Permit requires the Owner to enter into this Agreement to provide for the matters set out in that condition.
- D. A Plan of Subdivision was not certified within two years of the date of the Planning Permit. An extension of time was approved by Council on 16 September 2009 and 10 October 2011. Endorsed Plans were approved on 22 September 2012 and this revised the lot numbers compared to the original permit application plans (Watsons Pty Ltd Revision E). The lots previously numbered 36 to 47 inclusive on Watsons Pty Ltd Revision E and obligated in Condition 3 of the Planning Permit are renumbered lots 120 to 126 inclusive and lots 223 to 227 inclusive on the Endorsed Plan.
- E. The parties enter into this Agreement:-
 - (a) to give effect to the requirements of Condition 3 of the Planning Permit; and
 - (b) to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Land.

Delivered by LANDATA®, timestamp 28/11/2024 15:37 Page 4 of 10

AK575312M 06/09/2013 \$113 173

IT IS AGREED:

1. **DEFINITIONS**

In this Agreement the words and expressions set out in this clause have the following meanings unless the context admits otherwise:

- 1. 1 "the Act" means the *Planning and Environment Act* 1987.
- 1.2 "this Agreement" means this Agreement and any agreement executed by the parties expressed to be supplemental to this Agreement.
- 1.3 "Amended Planning Permit Plan" means the amended plans approved under the Planning Permit as an Endorsed Plan generally in accordance with Watsons Pty Revision E dated 4 September 2007 but modified in accordance with condition 1 of the Planning Permit.
- 1.4 "Building" has the same meaning as in the Act.
- 1.5 **"Building Envelope"** means the building envelope shown for a particular lot in the Plan of Subdivision and has the same meaning as in regulation 406 of the Building Regulations.
- 1.6 "Dwelling" has the same meaning as in the Cardinia Planning Scheme.
- 1.7 **"Eastern most allotments"** being Lots 120 to 126 inclusive and Lots 223 to 227 inclusive on the Endorsed Plan.
- 1.8 "Endorsed Plan" means the plans endorsed with the stamp of the Council from time to time known as the Amended Planning Permit Plan and Landscape Masterplan which form part of the Planning Permit.
- "Land" means the land situated at 120-150 Pakenham Road, Pakenham, being all of the land contained in Certificate of Title Volume Folio 8810 340 and Certificate of Title Volume Folio 8652 976 and any reference to the Land includes any lot created by the subdivision of the Land or any part of it.
- 1.10 "Landscape Masterplan" means the plan approved under the Planning Permit as an Endorsed Plan which shall provide for, inter alia, the revegetation of the ridgeline/ rear of lots 120 to 126 inclusive and lots 223 to 227 inclusive and trees to be retained generally in accordance with the Planning Permit.
- 1.11 "Lot" means a lot or allotment on the Endorsed Plan.
- 1.12 "Planning Permit" means Planning Permit T060892 dated 18 September 2007.

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- 1.13 "Planning Scheme" means the Cardinia Planning Scheme and any other planning scheme that applies to the Land.
- 1.14 "Ridgeline" means the Pakenham North Ridge a natural topographic feature which affects part of the Land being Lots 120 to 126 inclusive and Lots 223 to 227 inclusive on the Endorsed Plan.
- 1.15 "Ridgeline Elevation" means the changing level or height of the Ridgeline.
- 1.16 "Statement of Compliance" means a Statement of Compliance under the Subdivision Act 1988.

2. INTERPRETATION

In this Agreement unless the context admits otherwise:



- 2.1. the singular includes the plural and vice versa.
- a reference to a gender includes a reference to each other gender.
- a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
- 2.4 if a party consists of more than one person this Agreement binds them jointly and each of them severally.
- a word or expression used in this Agreement has its ordinary meaning unless that word or expression is defined in this Agreement. If a word or expression is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.
- 2.6. any 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.
- 2.7 the introductory clauses to this Agreement are and will be deemed to form part of this Agreement.

3. SECTION 173 AGREEMENT

3.1 Purpose

This agreement is made under section 173 of the Act. In entering into it the Parties intend to achieve or advance the objectives of planning in Victoria or the objectives of the Planning Scheme.

3.2 Burden of covenants

The Council and the Owner intend that the burden of the Owner's covenants run with the Land.

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4. SPECIFIC OBLIGATIONS OF THE OWNER

AK575312W 06/09/2013 \$113 173

The owner acknowledges and agrees that:

4.1 Building Restrictions

No building shall be constructed on lots 120 to 126 inclusive and lots 223 to 227 inclusive outside the building envelopes shown on the Endorsed Plan except with the prior written consent of Council.

4.2 Height Controls

Any dwelling constructed on lots 120 to 126 inclusive and lots 223 to 227 inclusive must not be higher than 2.0 metres above the highest point of the ridgeline elevation on that lot.

4.3 Re-vegetation

Re-vegetation and landscaping across the ridgeline (the rear of the Eastern most allotments) must be carried out generally in accordance with the approved Landscape Masterplan prior to the issue of a Statement of Compliance.

5. FURTHER OBLIGATIONS OF THE OWNER

The Owner further agrees that:

5.1 Notice and Registration

5.1.1 the Owner will bring this Agreement to the attention of all prospective purchasers, mortgagees, transferees and assigns.

5.2 Further Actions

- 5.2.1 the Owner will do all things necessary to give effect to this Agreement.
- 5.2.2 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 to the Land in accordance with section 181 of the Act and do all things necessary to enable Council to do so, including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable a recording to be made in the register under that section.

5.3 Council's costs to be paid

5.3.1 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.

6. AGREEMENT UNDER SECTION 173 OF THE ACT

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

7. OWNERS WARRANTY

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

8. SUCCESSORS IN TITLE

- 8.1 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 Land, successors in title shall be required to:-
 - (a) give effect to and do all acts and sign all documents which require those successors to give effect to this Agreement; and
 - (b) execute a Deed agreeing to be bound by the terms of this Agreement.

9. GENERAL MATTERS

9.1 Notices

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:

- 9.1.1 by delivering it personally to that party;
- 9.1.2 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
- 9.1.3 sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.

9.2 A notice or other communication is deemed served:

- 9.2.1 if delivered, on the next following business day;
- 9.2.2 if posted, on the expiration of two business days after the date of posting; or

9.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested transmission before the end of that business day.

9.3 No Waiver

Any time or other indulgence granted by the 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.

9.4 Severability

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.

9.5 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 Land or relating to any use or development of the Land.

10. COMMENCEMENT OF AGREEMENT

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





SIGNING PAGE

EXECUTED by the parties on the date set out at the commencement of this Agreement.

Signed by and on behalf, and with the authority of the Cardinia Shire Council by Brett Jackson, in the Exercise of power conferred by an Instrument of Delegation dated 24th January 2011:)))))
13 Jobs	MANAGER Development Services
Migen	Witness
Executed by Galway View Pty Ltd by being signed by those persons who are authorised to sign for the company:) } }
	Director
Lian Cheon DING Suite 8/84 Church St	Full name
Richmond VIC 3121 Australia	Usual address
1 Haplins	Director (o r company Secretary)
Kian Sin HO Suite 8/84 Church St	Full name
Richmond VIC 3121 Australia	Usual address

AK575312M 06/09/2013 \$113 173

DATED

CARDINIA SHIRE COUNCIL

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and -

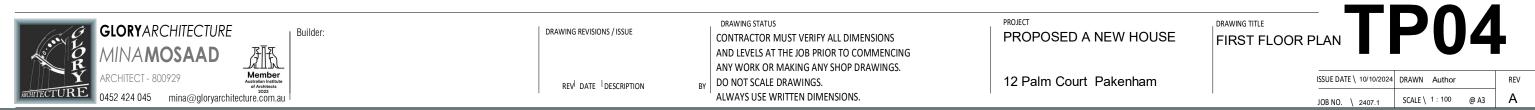
GALWAY VIEW PTY LTD ACN 007 183 897

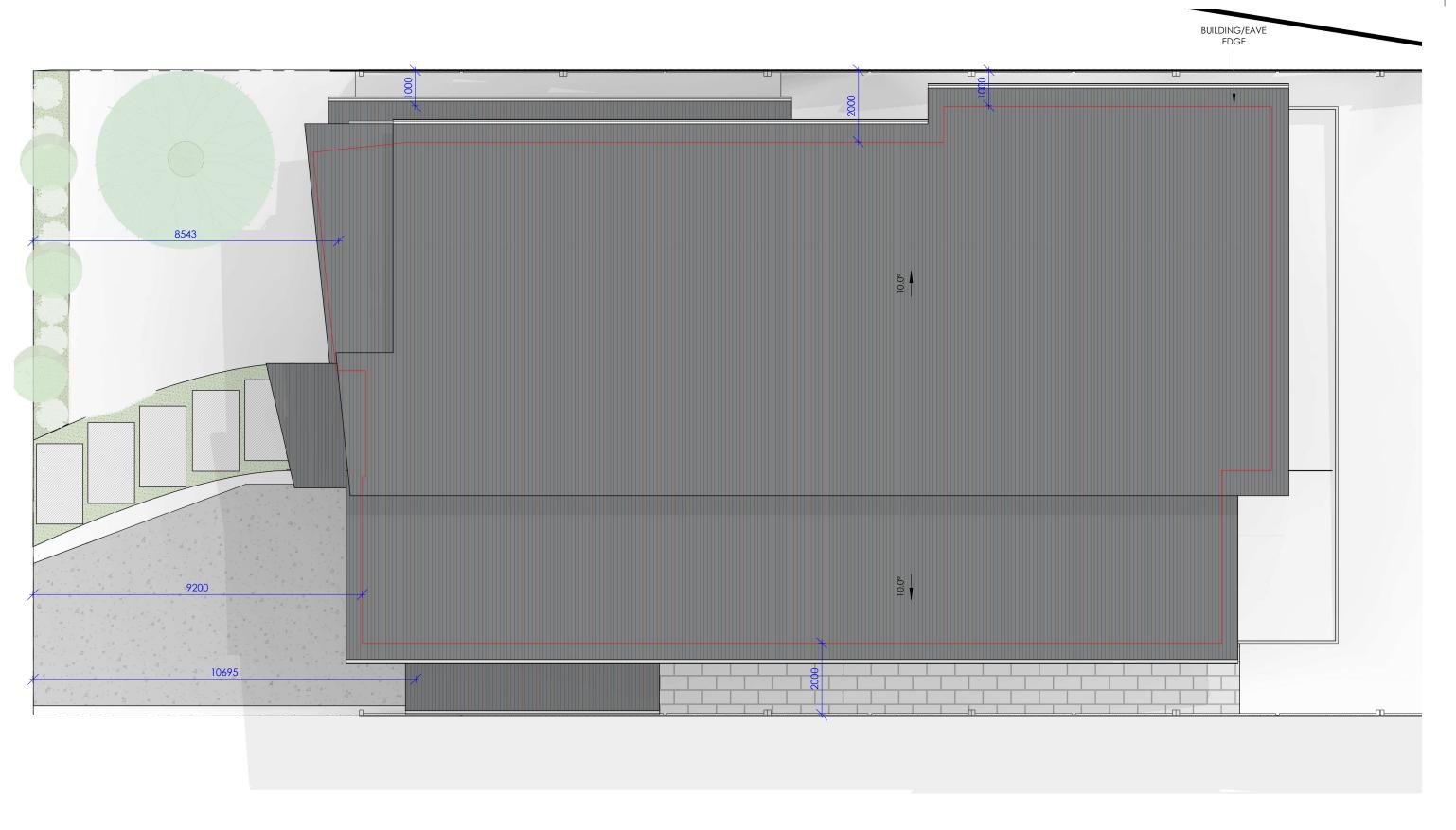
AGREEMENT
UNDER SECTION 173
OF THE PLANNING
AND ENVIRONMENT
ACT 1987

Land: Lot 1 & 2 LP8840, 120-150 Pakenham Road, Pakenham 3810



2 First Floor 1:100





ROOF PLAN 1:100

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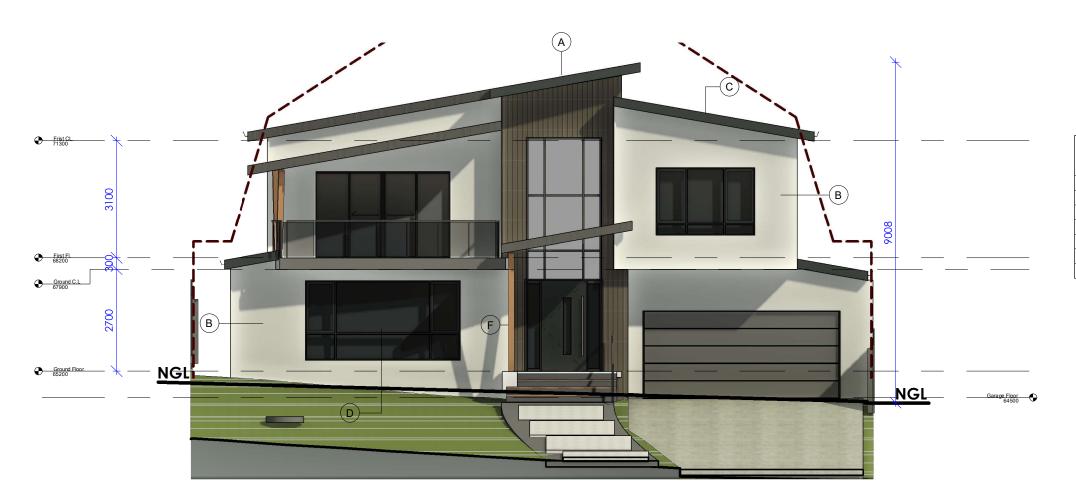
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PROPOSED A NEW HOUSE

12 Palm Court Pakenham

DRAWING TITLE ROOF PLAN **TP05**

ISSUE DATE \ 10/10/2024 DRAWN Author JOB NO. \ 2407.1 | SCALE \ 1:100 @ A3



	MATERIAL SCHEDULE
CODE	DESCRIPTION
Α	EXTRIOR TEXTURED CLADDING: CHARCOAL
В	RENDER COLOUR: DULUX ANTIQUE WHITE
С	ROOF SHEETS- COLORBOND: MONUOMENT
D	WINDOWS ALUMINIUM FRAMED COLOUR:BLACK
F	TIMBER ELEMENTS

2 West 1:100



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1 East 1:100



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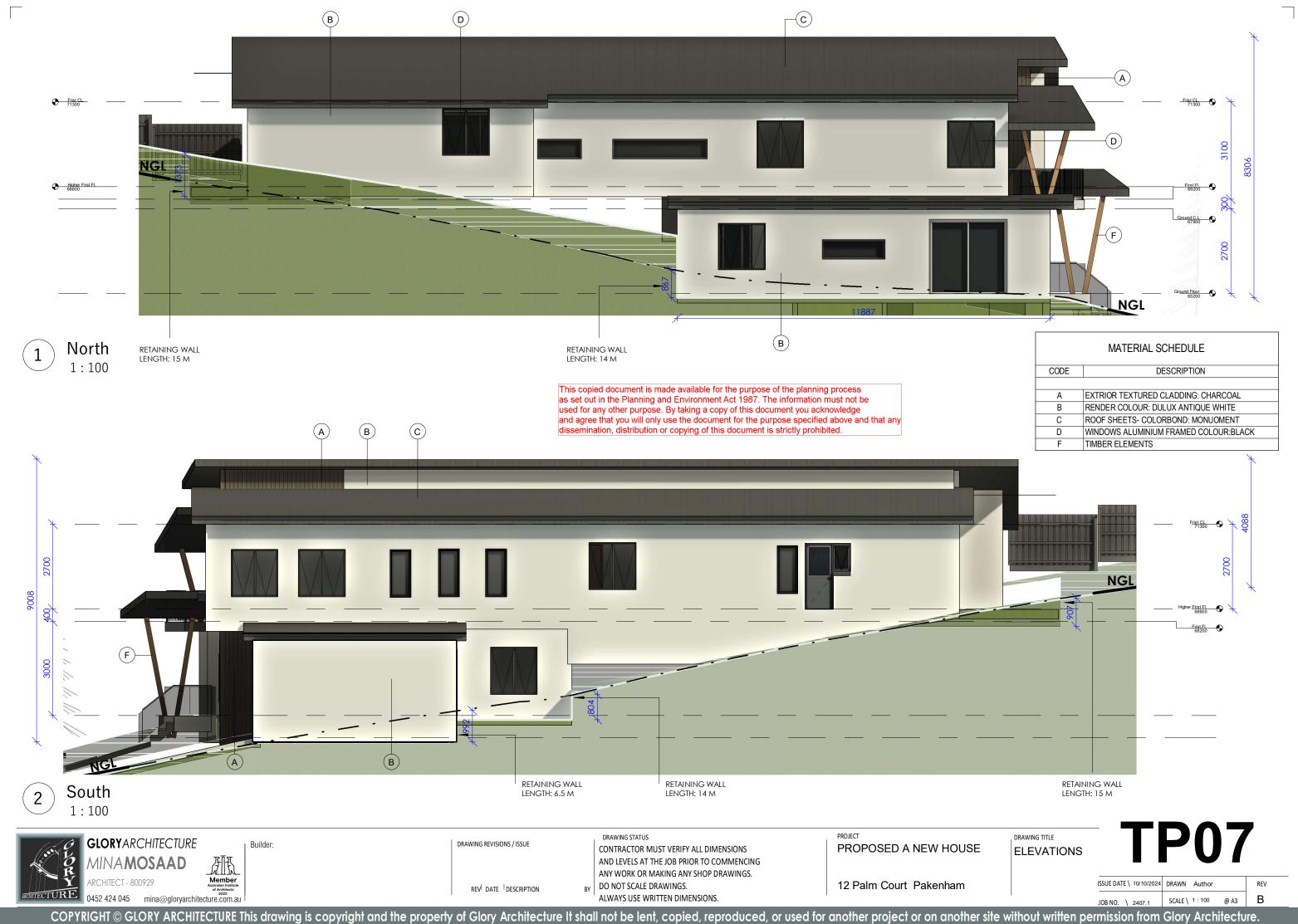
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DRAWING TITLE
ELEVATIONS

TP06

ISSUE DATE \ 10/10/2024 DRAWN Author RE

JOB NO. \ 2407.1 SCALE \ 1:100 @ A3 B



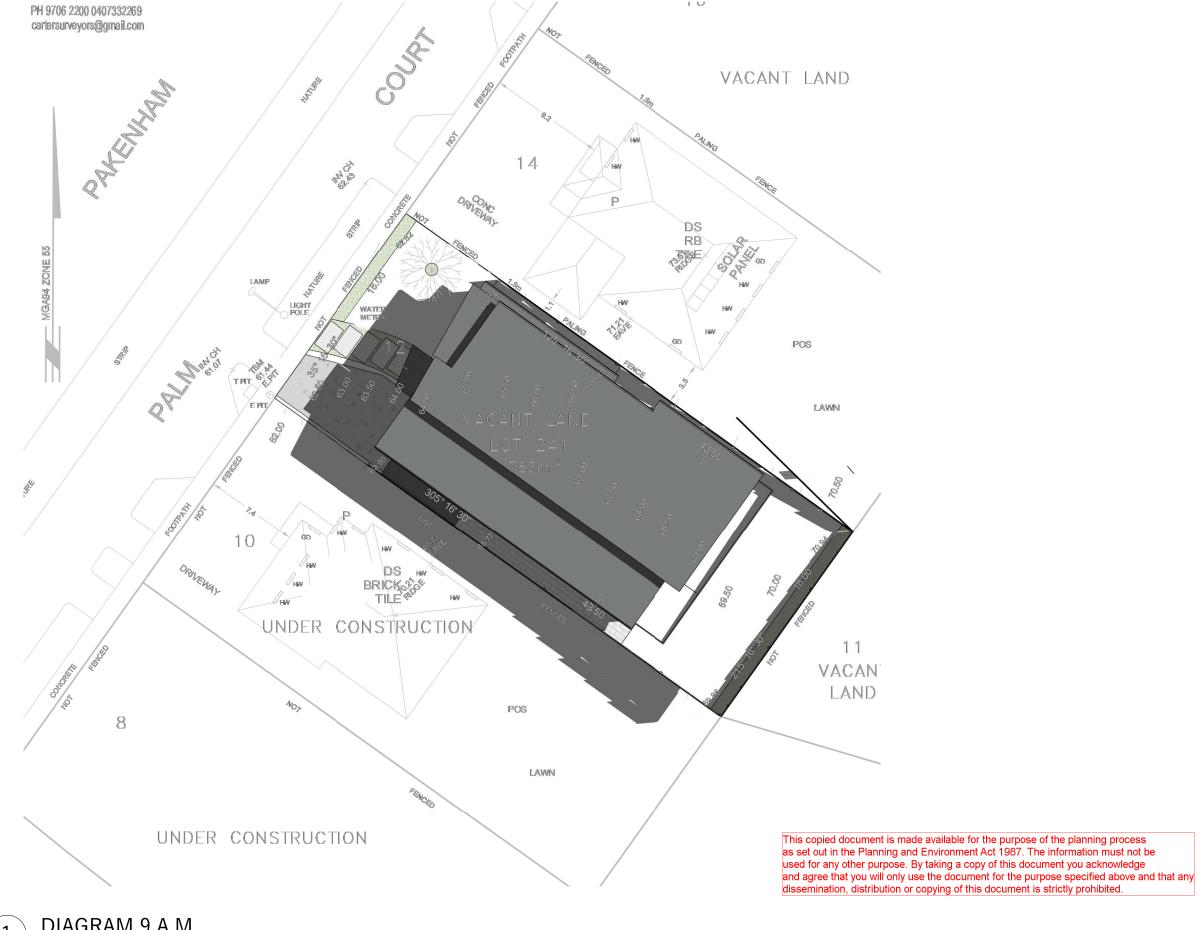


DIAGRAM 9 A.M 1:300



Builder:

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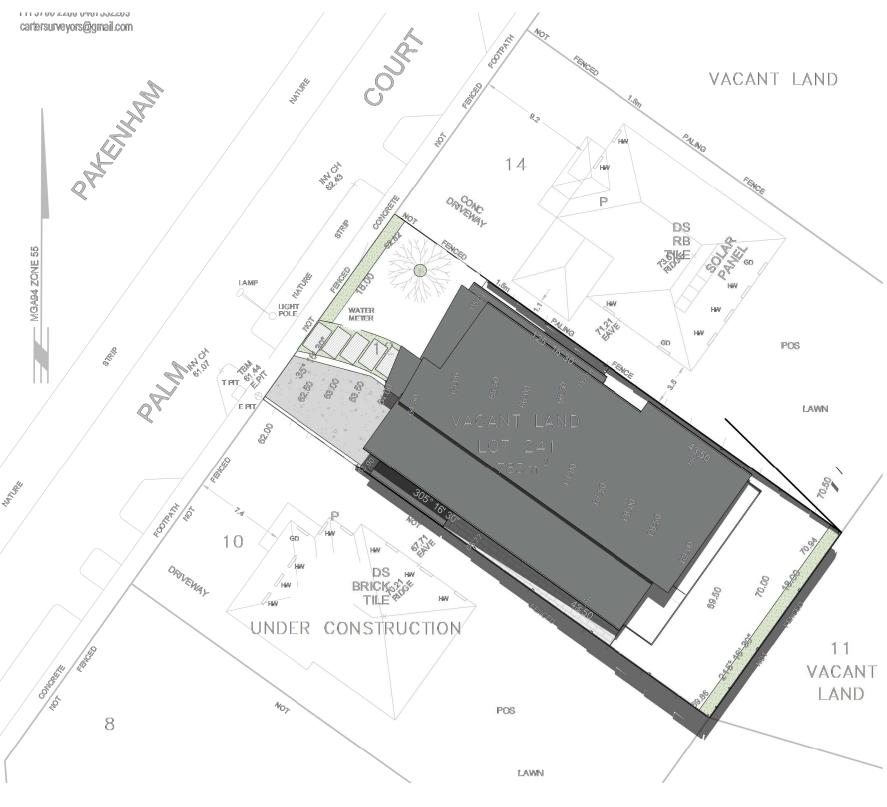
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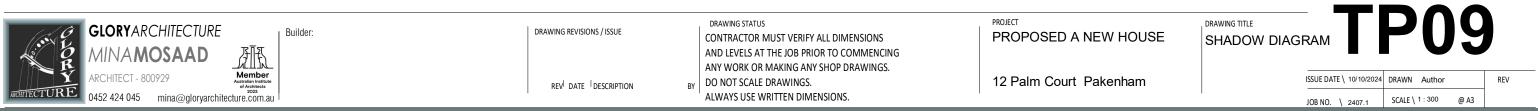
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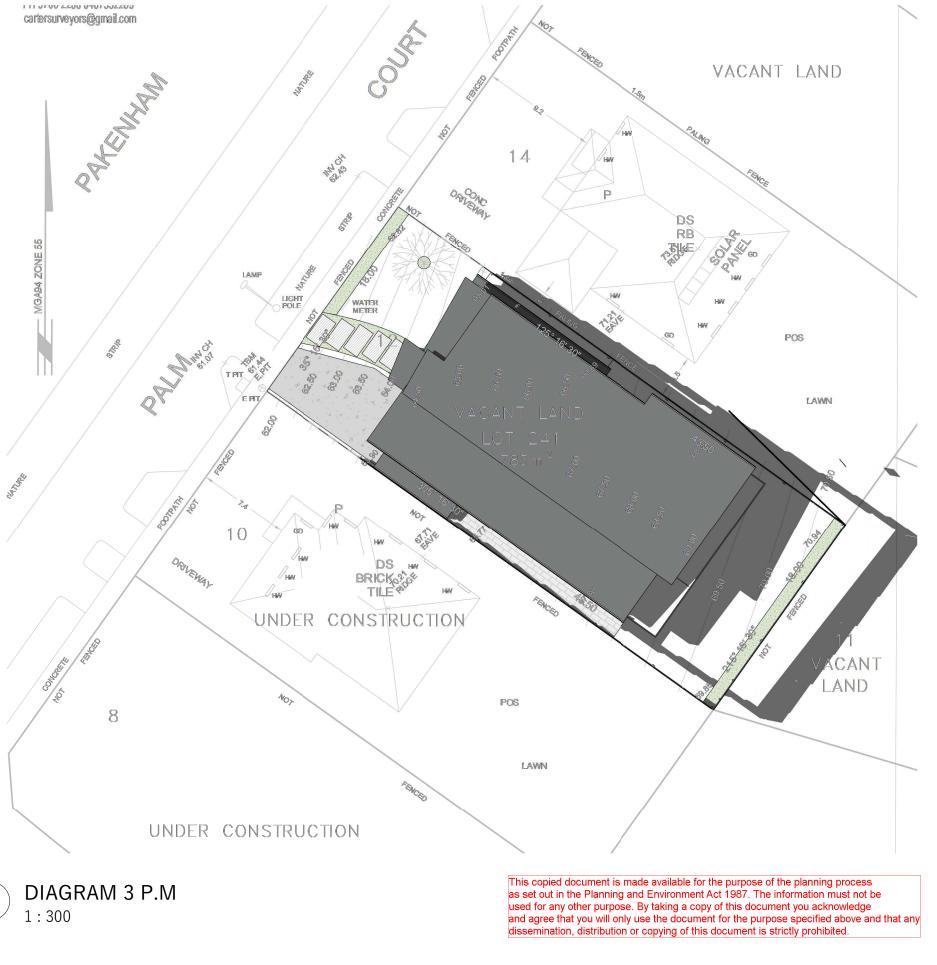
TRAWING TITLE SHADOW DIAGRAM TP 1

ISSUE DATE \ 10/10/2024 DRAWN Author JOB NO. \ 2407.1 | SCALE \ 1 : 300 @ A3 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.



1 DIAGRAM 12 P.M







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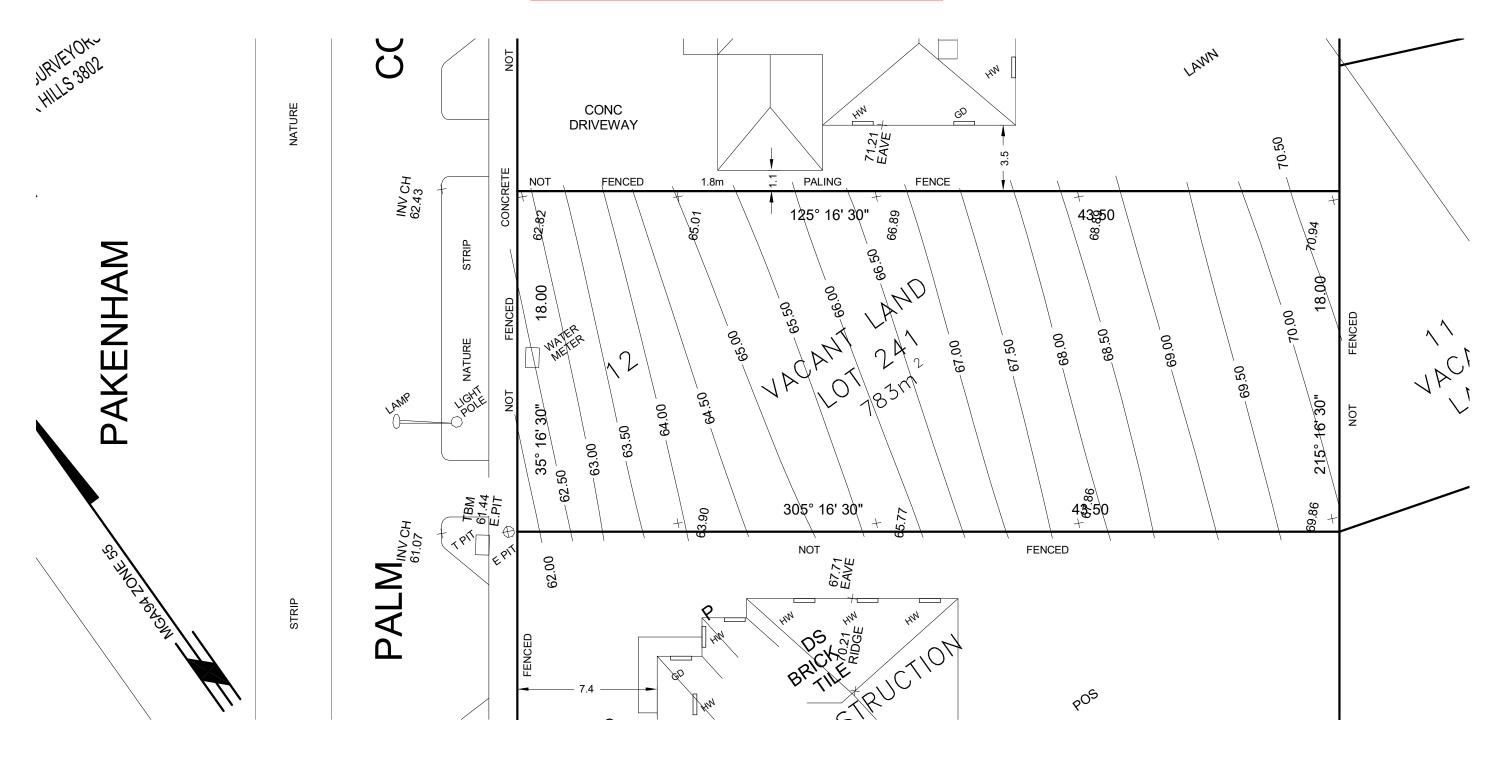
PROJECT

PROPOSED A NEW HOUSE

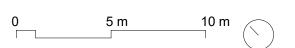
12 Palm Court Pakenham

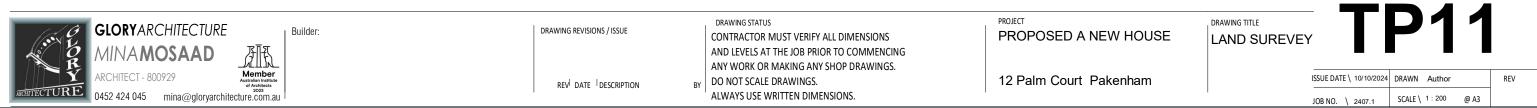
DRAWING TITLE SHADOW DIAGRAM

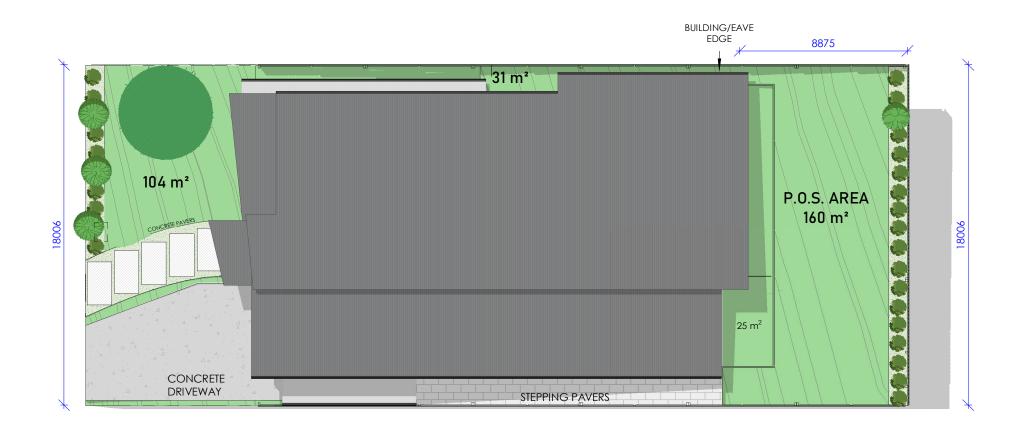
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BUILT AT A HEIGHT OF 1.8M IN A STEPPED FORM ALONG THE NGL SIMILAR FENCE ALREADY EXISITS ALONG THE NORTH BOUNDARY

1 GARDEN/FENCING PLAN
1:200

0 5 m 10 m

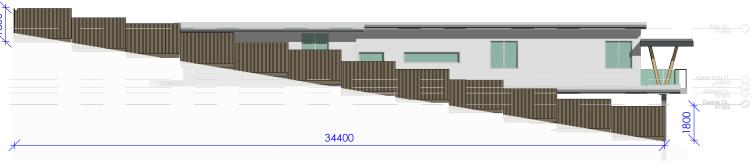
TOTAL GARDEN AREA = 295 m²

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18094

Higher First FI F F08000 Six Of Cryston C I Cry

East - Paling Fence - Proposed



First El First El

North - Paling Fence - Exisiting
1:200

South - Paling Fence - Proposed 1:200

GLORYARCHITECTURE
MINAMOSAAD
ARCHITECTURE
0452 424 045 mina@qloryarchite

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PROPOSED A NEW HOUSE

12 Palm Court Pakenham

GARDEN & FENCE TP12

	Door sch	nedules	
Mark	Level	Width	Height
D1	Garage Floor	5200	2300
D2	Garage Floor	820	2040
D3	O3 Garage Floor		2040
Garage Flo	oor: 3		
D5	Ground Floor	820	2040
D6	Ground Floor	1760	2340
D7	Ground Floor	720	2040
D8	Ground Floor	820	2040
D9	Ground Floor	820	2040
D10	Ground Floor	720	2040
D11	Ground Floor	720	2040
D12	Ground Floor	1500	2215
D13	Ground Floor	720	2040
D14	Ground Floor	720	2040
D15	Ground Floor	720	2040
D16	Ground Floor	820	2040
D17	Ground Floor	2400	2340
D93	Ground Floor	60	2400
Ground Flo	or: 14		
D18	First FI.	720	2040
D19	First FI.	820	2040
D21	First FI.	3550	2300
D87	First FI.	820	2040
D95	First FI.	820	2040

Mark	Level	Width	Height
		1	
D96	First FI.	720	2040
First Fl.: 6			
D23	Higher First Fl.	820	2040
D24	Higher First Fl.	720	2040
D26	Higher First Fl.	720	2040
D27	Higher First Fl.	820	2040
D30	Higher First Fl.	720	2040
D38	Higher First Fl.	1400	2040
D70	Higher First Fl.	720	2040
D73	Higher First Fl.	720	2040
D75	Higher First Fl.	720	2040
D77	Higher First Fl.	1400	2040
D79	Higher First Fl.	1450	2100
D80	Higher First Fl.	820	2040
D81	Higher First Fl.	1760	2340
D88	Higher First Fl.	820	2040
D89	Higher First Fl.	3150	2270
D90	Higher First Fl.	2400	2340
D91	Higher First Fl.	720	2040
D92	Higher First Fl.	720	2040

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	Windo	ow Sched	dule	
Mark	Level	Height	Width	Location
W1	Ground Floor	2100	4100	
W2	Ground Floor	620	2000	
W3	Ground Floor	1500	1500	
W4	Ground Floor	1500	1500	
Groun	d Floor: 4			
W7	First FI.	1500	1500	
W9	First FI.	1460	610	
W11	First FI.	1800	2600	
W12	First FI.	1500	1500	
W13	First FI.	1500	1500	
W34	First FI.	1500	1500	
W35	First Fl.	1460	610	
W36	First FI.	1460	610	
W37	First FI.	1460	610	
W38	First FI.	1460	610	
First F	l.: 10	1		
W17	Higher First Fl.	1500	1500	
W21	Higher First Fl.	1500	1500	
W22	Higher First Fl.	620	3000	
W23	Higher First Fl.	620	1400	
W10	Higher First Fl.	1500	1500	
W31	Higher First Fl.	1500	1500	
W33	Higher First Fl.	1500	1500	

Higher First Fl.: 7



Builder:

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PROPOSED A NEW HOUSE


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DRAWING TITLE SCHEDULE

ISSUE DATE \ 10/10/2024 DRAWN Author JOB NO. \ 2407.1 SCALE \

Scale 1:100

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PLANT LIST						
CODE	BOTANICAL NAME	COMMON NAME	MATURE HxW (M)	SOURCE SIZE	QTY	
	TREES					
A1	Jacaranda mimosifolia	Jacaranda	10 x 8	1.5M Hght	1	
A2	Magnolia grandiflora 'Little Gem'	Little Gem	6 x 3	1.5M Hght	2	
А3	Acacia implexa	Lightwood	8 x 4	1.5M Hght	1	
	SHRUBS					
В1	Correa Alba	White Correa	1.5 x 1.5	15 CM	5	
В2	Dodonaea Viscosa Purpurea	Purple hop bush	3 x 1.5	15 CM	10	
	STRAPPY /TUSSOCK					
C1	Lomandra Longifolioa	Spiny-headed Mat-rush	0.5 x 0.5	15 CM	8	
	GROUND COVER					
D1	Dichondra repens	Kindey Weed	0.1 x Prostrate	15 CM	5	

NOTES LANDSCAPE STRATEGY

or imported.

Provide low maintenance, attractive gardens whilst blending with local streetscape and environment. PREPARING SITE

Weeds - All weeds are to be removed from the site by physical removal or spraying with a glyphosate-based herbicide. Any areas of soil contaminated by paint or building rubble/materials should be removed and replaced with suitable topsoil from the site

PLANTING Garden Beds Preparation - Existing garden beds can be prepared with added organic material such as well-rotted manure or materials from plant and animal sources sold as improvers or compost and prepared to AS 4454 - 2003. These can just be top-dressed (placed over the top of the soil) and then covered with mulch. If there is no existing topsoil left, then imported topsoil that complies with AS 4419 -

2003 shall be used with mulch on top. All tree stock used must be in accordance with AS2303-2015 Tree Stock for Landscape Use.

Topsoil levels at 125mm. Cultivate to improve permeability and break up areas of compaction. Mulch – Sustainably sourced pine mulch with an average particle size of 10mm, maintained at 75 -100 mm on all garden beds, Hard Garden Edging -All garden beds and lawn areas are to be framed by hard garden edging. Recommended garden edging includes; treated pine, plantation sugar gum, recycled plastic sleepers, recycled railway sleepers, local stone, and recycled brick or concrete.

Lawn Areas - Topsoil levels at 75 mm. Lawn areas are to be established with seeds. Nature Strip Lawn Areas – Nature strip lawn to be repaired/reinstated.

Tree Planting methods-Refer to image. MAINTENANCE - 24 Months

Tree guards are removed when plants are established

Watering -Water in accordance with current water restrictions using a programmable irrigation system according to weather conditions but generally 10 minutes every second day to garden beds during the establishment period (6 months) and during summer dry periods. At other times and as plants become established watering should gradually be reduced to conserve water and promote deep root

systems. Weeding and trimming every 30 days.

Plant replacement - As required particularly during the establishment period (6 months). Pruning - All plants are to be pruned/shaped to an appropriate size and spread on an ongoing basis.

