# Notice of Application for a Planning Permit



	fected by the is located at:		2144 V12580 F62 Way, Pakenham V	
The applica	ation is for a permit t	o: Buildings an	d Works (Construc	ction of a Dwelling and a Fence)
A permit is	required under the f	ollowing clauses of	of the planning scl	heme:
42.01-2	Construct a build	ing or construct o	r carry out works	
42.01-2	Construct a fence	)		
		APPLICA	ION DETAILS	
The applica	ant for the permit is:	Project D		
Application	number:	T250119		
-	ok at the application at the office of the 1	•		
Cardinia Sh	nire Council, 20 Sidir	ng Avenue, Officer	3809.	
This can be	e done during office	hours and is free o	of charge.	
	s can also be viewed c.gov.au/advertisedp			
		HOW CAN I MA	KE A SUBMISSI	ON?
	on has not been decided sion has been made.  Th ation before:			16 May 2025
before a decision the application	sion has been made. Tr ation before:	e Responsible Autho		The Responsible Authority must make a
before a decision the application the application whether the application of the applicat	sion has been made. Th ation before: RE MY OPTIONS? ho may be affected by	e Responsible Autho An objection must: • be made to the R	rity will not decide responsible	-
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before a decision the application the application with a second s	sion has been made. Th ation before: RE MY OPTIONS? ho may be affected by	e Responsible Autho An objection must: • be made to the R	rity will not decide responsible g;	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
WHAT AR Any person withe granting co object or make to the responsion If you object, Authority will	sion has been made. Thation before: <b>RE MY OPTIONS?</b> ho may be affected by of the permit may ke other submissions sible authority. the Responsible notify you of the	An objection must: • be made to the R Authority in writin • include the reaso	rity will not decide responsible g; ns for the	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
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WHAT AR Any person withe granting co object or make to the responsion If you object, Authority will	sion has been made. Thation before: <b>RE MY OPTIONS?</b> ho may be affected by of the permit may ke other submissions sible authority. the Responsible notify you of the	<ul> <li>Responsible Autho</li> <li>An objection must:</li> <li>be made to the R Authority in writin</li> <li>include the rease objection; and</li> <li>state how the obj affected.</li> </ul>	rity will not decide responsible g; ns for the rector would be	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

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.



# ePlanning

#### **Application Summary**

Portal Reference	A12520HC
<b>Basic Information</b>	
Proposed Use	Proposed single storey dwelling on a Vacant Lot. Project has gone through the Developer for Design Approval in which the Developers mentioned that a Planning Permit is required.
Current Use	Vacant Lot
Cost of Works	\$350,000
Site Address	7 Monterey Way 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

Туре	Name	Address	Contact Details
Applicant	Project D	23 Moorland Road, Cairnlea VIC 3023	M: 0412-223-771 E: nam@projectd.com.au
Owner			
Preferred Contact	Project D	23 Moorland Road, Cairnlea VIC 3023	M: 0412-223-771 E: nam@projectd.com.au

#### 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
		Total		\$1,420.70

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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

#### **Documents Uploaded**

Date	Туре	Filename
25-02-2025	A Copy of Title	Certificate of Title.pdf
25-02-2025	Encumbrance	Instrument - AX385769]pdf
25-02-2025	Site plans	[SITE] Lot 203, No.7 Monterey Way PAKENHAM 3810.pdf
25-02-2025	A proposed floor plan	[FLOOR PLAN] Lot 203, No.7 Monterey Way PAKENHAM 3810.pdf
25-02-2025	Proposed elevation plan	[ELEVATIONS] Lot 203, No.7 Monterey Way PAKENHAM 3810.pdf
25-02-2025	Overlay Requirements	[DA] Lot 203, No.7 Monterey Way PAKENHAM 3810.pdf

C 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**

Submission Date 25 February 2025 - 12:39:AM	Site User	Project D	23 Moorland Road, Cairnlea VIC 3023	M: 0412-223-771 E: nam@projectd.com.au
	Submission Date	25 February 2025 - 12:39:AM		

#### Declaration

By ticking this checkbox, **and the Applicant and/or Owner** (if not myself) has been notified of the application.



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# Request to amend a current planning permit application

Cardinia

This form is used to request an amendment to an application for a planning permit that has already been lodged with Council, but which has not yet been decided. This form can be used for amendments made before any notice of the application is given (pursuant to sections 50 / 50A of the *Planning and Environment Act* 1987) or after notice is given (section 57A of the Act).

#### PERMIT APPLICATION DETAILS

Application No.:	T250119 PA
Address of the Land:	7 MONTEREY WAY, PAKENHAM VIC 3810

#### APPLICANT DETAILS

Name:	
Organisation:	PROJECT D
Address:	23 MOORLAND ROAD, CAIRNLEA VIC 3023
Phone:	0412 223 771
Email:	NAM@PROJECTD.COM.AU

#### AMENDMENT TYPE

Under which section of the Act is this amendment being made? (select one)		
Section 50 – Amendment to application at request of applicant before notice:		
Section 50A - Amendment to application at request of responsible authority before notice:		
Section 57A – Amendment to application after notice is given:		

#### **AMENDMENT DETAILS**

What is being amended? (select all that apply)				
Plans / other documents	Applicant / owner details			
Other				
nore space, please attach a separate p	oage.			
REQUEST TO INCLUDE THE PROPOSED BOUNDARY FENCING.				
	Plans / other documents			

Specify the estimated cost of any development for which the permit is required:				
Not applicable	Unchanged 🖌	New amount \$		

#### DECLARATION

I declare that all the information in this request is true and correct and the owner (if not myself) has been notified of this request to amend the application.

Name:		
Signature:		
Date:	08/04/2025	

#### LODGEMENT

Please submit this form, including all amended plans/documents, to mail@cardinia.vic.gov.au

You can also make amendments to your application via the Cardinia ePlanning Portal at <a href="https://eplanning.cardinia.vic.gov.au/">https://eplanning.cardinia.vic.gov.au/</a>

If you have any questions or need help to complete this form, please contact Council's Statutory Planning team on 1300 787 624.

#### **IMPORTANT INFORMATION**

It is strongly recommended that before submitting this form, you discuss the proposed amendment with the Council planning officer processing the application.

Please give full details of the nature of the proposed amendments and clearly highlight any changes to plans (where applicable). If you do not provide sufficient details or a full description of all the amendments proposed, the application may be delayed.

No application fee for s50/s50A requests unless the amendment results in changes to the relevant class of permit fee or introduces new classes of permit fees. The fee for a s57A request is 40% of the relevant class of permit fee, plus any other fees if the amendment results in changes to the relevant class (or classes) of permit fee or introduces new classes of permit fees. Refer to the *Planning and Environment (Fees) Regulations 2016* for more information.

The amendment may result in a request for more under section 54 of the Act and/or the application requiring notification (or re-notification). The costs associated with notification must be covered by the applicant.

Council may refuse to amend the application if it considers that the amendment is so substantial that a new application for a permit should be made.

Any material submitted with this request, including plans and personal information, will be made available for public viewing, including electronically, and copies may be made for interested parties for the purpose of enabling consideration and review as part of a planning process under the *Planning and Environment Act* 1987.



08/04/2024

Application No.: Property No.: Address: Proposal: T250119 PA 5000036740 Lot 203, No.7 Monterey Way PAKENHAM VIC 3810 Construction of a Single Dwelling on a Lot

Hi,

This letter is in regards to the application for Planning Permit to construct a Single Dwelling on a Lot.

As part of the Developer Design Approval assessment we need to make an application for Planning Permit. All other items have been addressed in order to comply with Developer Design Guidelines. Final item pending for Developer Design Approval was to remove a 'Recycled Water' note and show copy of Planning Permit Approval. Copy of the Developer comments has been attached to show the status of the Developer Design Approval application.

This project is at a stage where it complies with The Rise (Pakenham) Estate Design Guidelines pending the approval for Planning Permit. Drawings have also been updated and notes added as requested by Cardinia Town Planner.

Please take a look over the application and let me know if there is anything else you need.

Kind regards,

PROJECT D 0412 223 771 nam@projectd.com.au



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, resent and emerging

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

Page 1 of 2

VOLUME 12580 FOLIO 621

Security no : 124122304630N Produced 25/02/2025 12:17 AM

#### LAND DESCRIPTION

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PARENT TITLES : Volume 12330 Folio 800 Volume 12580 Folio 422 Created by instrument PS902144W 01/11/2024

#### **REGISTERED PROPRIETOR**



#### 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

#### ACTIVITY IN THE LAST 125 DAYS

NUMBER PS902144W (B) AY684887B (E) AY684888Y (E) AY684889W (E)	PLAN OF SUBDIVISION DISCHARGE OF MORTGAGE TRANSFER MORTGAGE	STATUS Registered Registered Registered Registered	DATE 01/11/2024 10/12/2024 10/12/2024 10/12/2024
	END OF REGISTER SEARC	CH STATEMENT	
Additional informat	ion: (not part of the Regi	ster Search Stat	ement)

Street Address: 7 MONTEREY WAY PAKENHAM VIC 3810

#### **ADMINISTRATIVE NOTICES**

NIL



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

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

Page 2 of 2

DOCUMENT END



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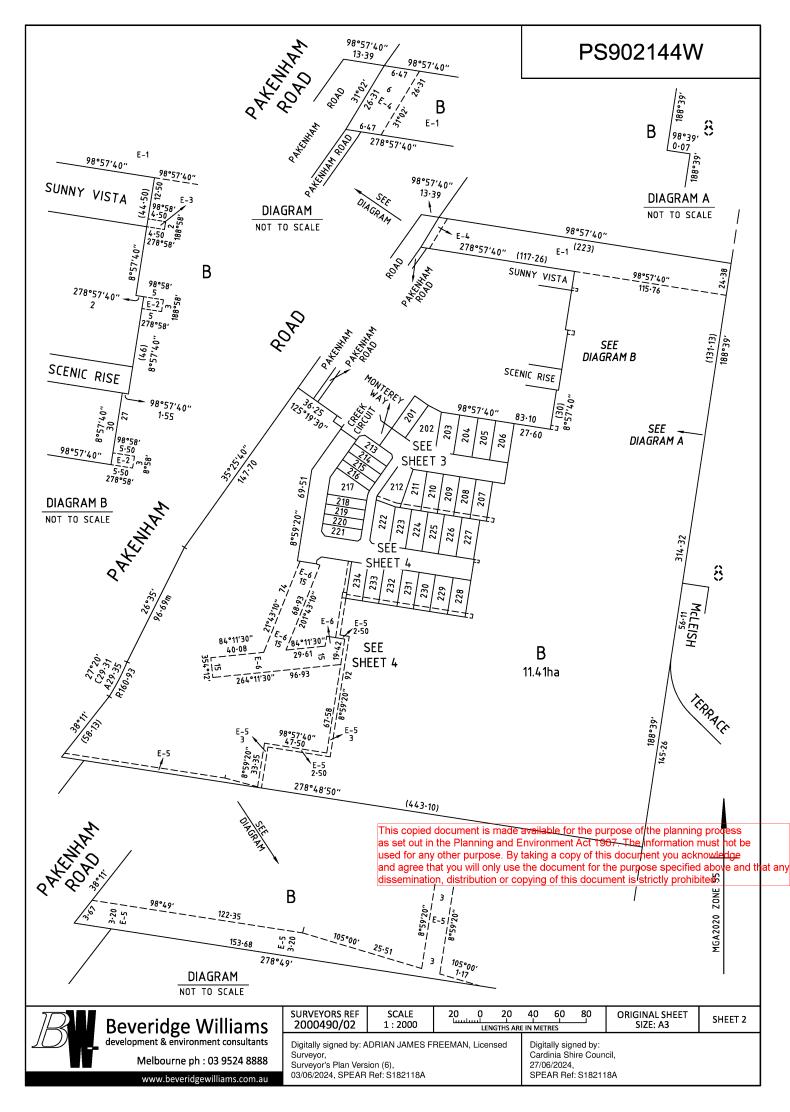
Document Type	Plan
Document Identification	PS902144W
Number of Pages	5
(excluding this cover sheet)	
Document Assembled	25/02/2025 24:17

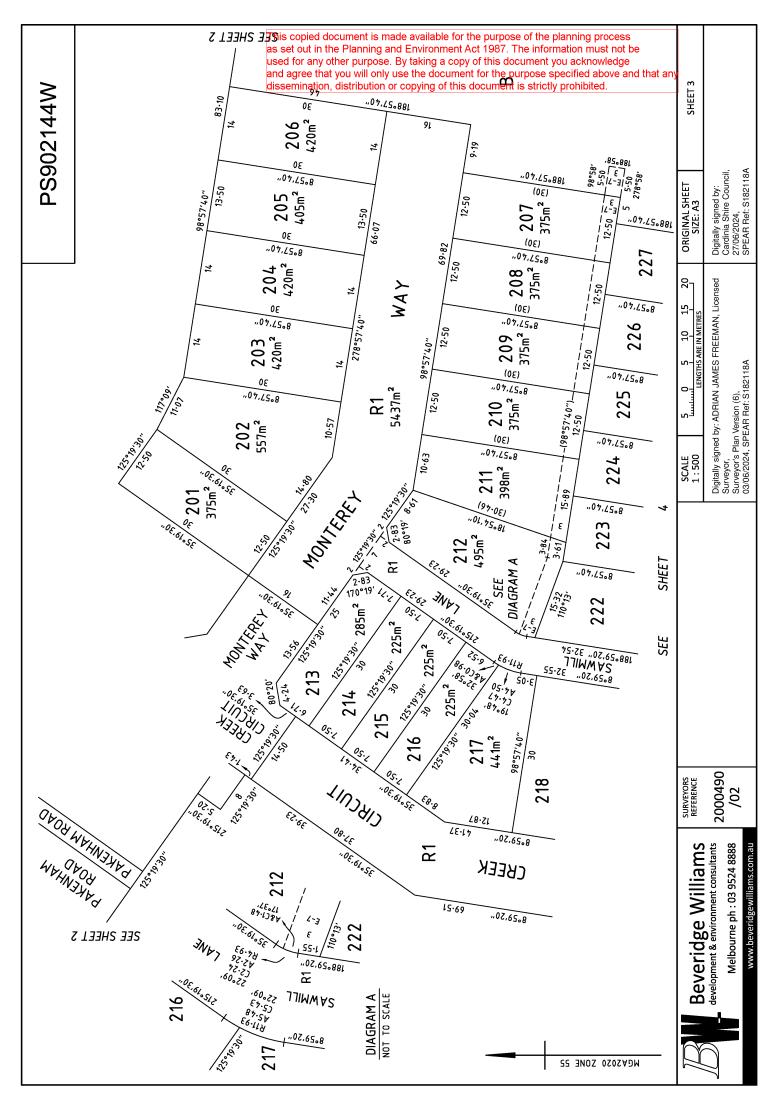
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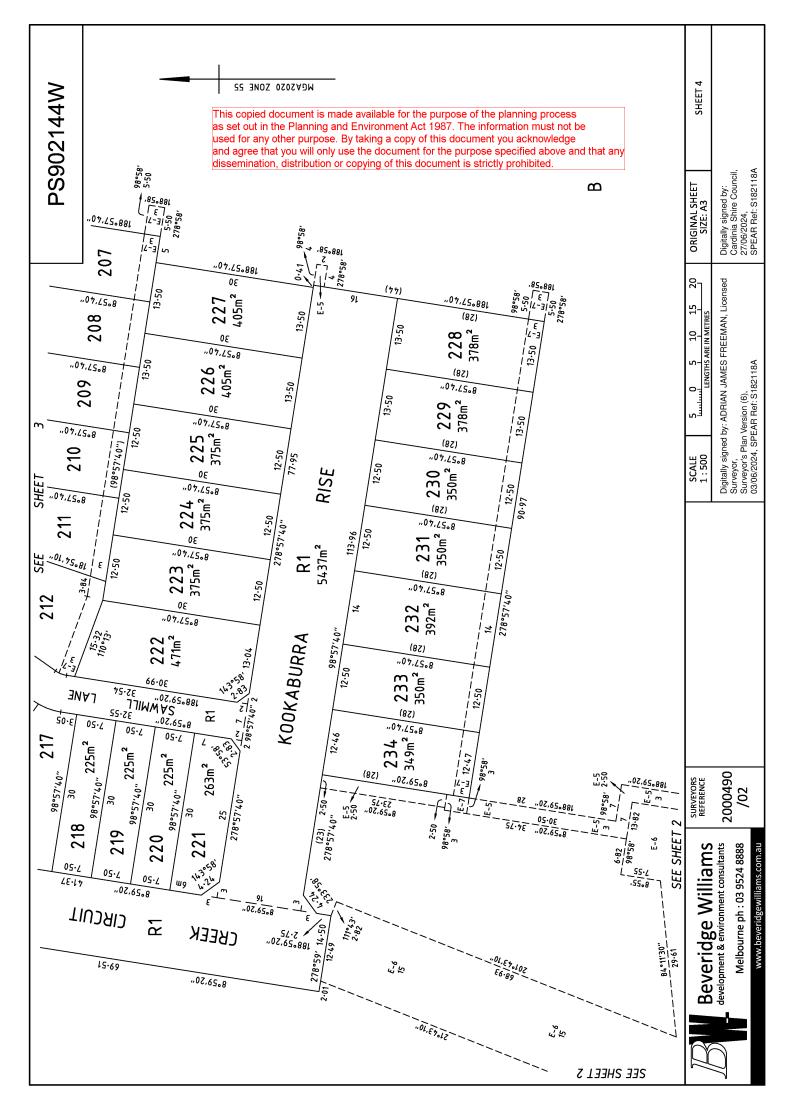
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PLAN O	OF SL	JBDIVISION			EDITION 1	PS	902144W
		D			Council Name: Cardinia Shire Council		
PARISH:				Council Reference Number: S21-147 Planning Permit Reference: T160690-2 SPEAR Reference Number: S182118A			
TOWNSHIP: SECTION:	PAKENHAM		Certification				
SECTION.					This plan is certified under secti Date of original certification und		
CROWN ALLOT	MENT:	32(PT), 33(PT) & 34(	PT)		Public Open Space		NISION ACT 1000. 10/00/2020
TITLE REFERENC	CE:	VOL. 12580 FOL. 4 VOL. 12330 FOL.			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		
LAST PLAN REFE	ERENCE:	PS848743W (LOT A) LP86652 (LOT 2)			Digitally signed by: Sonia Higgir Statement of Compliance issu		ıncil on 27/06/2024
POSTAL ADDRE	SS:	14 SUNNY VISTA			Public Open Space		
(at time of subdivis	sion)	PAKENHAM ROAD PAKENHAM 3810			A requirement for public open s		18A of the Subdivision Act 1988
MGA CO-ORDIN (of approx centre o in plan)		E: 366 200 N: 5 786 450	ZONE: 55 GDA 2020		has been made and the require	ment has been satisfied	at Statement of Compliance
VES	STING O	F ROADS AND/OR RE	SERVES			NOTATIONS	
IDENTIFIER		COUNCIL/BODY	/PERSON		LOTS 1 TO 200 (BOTH INCLUS	IVE) HAVE BEEN OMI	TTED FROM THIS PLAN.
ROAD R1		CARDINIA SHIRE	COUNCIL		LOTS 1 TO 200 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN. LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE RESTRICTIONS. FOR DETAILS OF RESTRICTIONS INCLUDING BURDENED LOTS & BENEFITING LOTS, SEE CREATION OF RESTRICTIONS ON SHEET 5		
	<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.  GROUNDS FOR REMOVAL OF EASEMENT:			
NOTATIONS DEPTH LIMITATION: DOES NOT APPLY			AGREEMENT FROM ALL INTE (SECTION 6(1)K SUBDIVISION				
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, 213, 285, 286, 287, 295, 319, 320, 354, 355, 363, 674, 675 Estate: The Rise - Pakenham Phase No.: 02 No. of Lots: 34 + Lot B PHASE AREA: 1.772ha			may have been v please refer	aried or removed. to the relevant folio	s)/restriction(s) in this plan For current information, b(s) of the Register, fer of Land Act 1958		
			EAS	EMENT I	NFORMATION		
		sement E - Encumbering Ea					
	I HE SUBDIV	ISION ACT 1988 APPLIES TO L		216 (BOTH IN	CLUSIVE) AND 218 TO 221 (BO	I H INCLUSIVE) IN THIS	S PLAN.
Easement Reference		Purpose	Width (Metres)		Origin	Land B	enefited/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 UPPLY OF WATER H UNDERGROUND PIPES)	24.38 SEE DIAG SEE DIAG SEE DIAG SEE DIAG 6		INST. D613929 PS848743W PS848743W THIS PLAN THIS PLAN PS848743W	CARDII SOUTH EAS SOUTH EAS CARDII	PIPELINES COMMISSION NIA SHIRE COUNCIL T WATER CORPORATION T WATER CORPORATION NIA SHIRE COUNCIL T WATER CORPORATION
		·	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 to 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 ar dissemination, distribution or copying of this document is strictly prohibited.		The information must not be ocument you acknowledge ourpose specified above and that		
	Beveri	dge Williams	SURVEYORS		00490/02 00490-02-PS-V6.DWG	ORIGINAL SHEET SIZE: A3	SHEET 1 OF 5
de la companya de	evelopment	& environment consultants	Surveyor,		N JAMES FREEMAN, Licensed	Land Use Victoria Plar 10:25 AM	n Registered
Melbourne ph : 03 9524 8888		v.beveridgewilliams.com.au		lan Version (6) SPEAR Ref: S		01/11/2024 Assistant Registrar of	Titles







# SUBDIVISION ACT 1988

# CREATION OF RESTRICTION 'A'

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 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:
  - COPIES OF BUILDING PLANS, ELEVATION, ROOF PLANS, SITE PLANS (INCORPORATING SETBACKS FROM ALL BOUNDARIES, EXISTING CONTOURS, (A) 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;
  - THE DESIGN ASSESSMENT PANEL OR SUCH OTHER ENTITY AS MAY BE NOMINATED BY THE DESIGN ASSESSMENT PANEL FROM TIME TO TIME HAVE (B) 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. 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

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## 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:

CONSTRUCT OR ALLOW TO BE CONSTRUCTED ANY BUILDING OR STRUCTURE WITH PARTY WALLS UNLESS THE PARTY WALLS ARE CONSTRUCTED 1) 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.



eridge Williams	SURVEYORS REF 2000490/02				ORIGINAL SHEET SIZE: A3	SHEET 5
oment & environment consultants	Digitally signed by: ADF	RIAN JAMES FI	REEMAN, Licensed	Digitally signed by:		
Melbourne ph : 03 9524 8888	Surveyor, Surveyor's Plan Version	( <i>)</i> / /		Cardinia Shire Count 27/06/2024,	,	
www.beveridgewilliams.com.au	03/06/2024, SPEAR Re	ef: S182118A		SPEAR Ref: S18211	8A	

# PS902144W



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

Produced 25/02/2025 12:17:03 AM

Status Date and Time Lodged	Registered 25/10/2023 12:57:26 PM	Dealing Number	AX385769J
Lodger Details			
Lodger Code	21884L		
Name	SETTLE CONNECT PTY LTD		
Address			
Lodger Box			
Phone			
Email			
Reference	Cardinia (12330/801		
	APPLICATION TO RECORD AN	IINSTRUMENT	

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 S	HIRE COUNCIL
Address		
Property Name	CARDINIA S	HIRE OFFICE
Street Number	20	
Street Name	SIDING	This copied document is made available for the purpose of the planning process
Street Type	AVENUE	as set out in the Planning and Environment Act 1987. The information must not be
Locality	OFFICER	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
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#### **Electronic Instrument Statement**

Postcode	3809
Additional Details Refer Image Instrumen	t
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** 

DYE & DURHAM LEGAL PTY LTD AUSTRALIAN LEGAL PRACTITIONER 25 OCTOBER 2023

**CARDINIA SHIRE COUNCIL** 

## 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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Document Type	Instrument
Document Identification	AX385769J
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**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 ¢ollins Street, Melbourne VIC 4000 Australia PO Box 3, ¢ollins 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		This copied document is made available for the purpose of the planning as set out in the Planning and Environment Act 1987. The information used for any other purpose. By taking a copy of this document you ack and agree that you will only use the document for the purpose specified dissemination, distribution or copying of this document is strictly prohib	must not be nowledge d above and that any
Date 06/1	0/2023		
Parties	Cardinia S	hire Council	-
	of 20 Siding	g Avenue, Officer 3809	
		(Council)	
	BNG (PAK	ENHAM) PTY LTD (ACN 640125686)	_
	of Level 5,	991 Whitehorse Road, Box Hill VIC 3128	
		(Owner)	
			-
Recitals	adı	uncil is the Responsible Authority pursuant to the Act for the ministration and enforcement of the Planning Scheme, which plies to the Subject Land.	
	Su	e Owner is or is entitled to be the registered proprietor of the bject Land, which is the land over which this Agreement is ended to be registered.	
	T10 the veg	19 December 2017 Council issued Planning Permit No. 60690 ( <b>Planning Permit</b> ), which allows for the subdivision of Subject Land, associated works, fencing, removal of native getation and altering access to a road in a Road Zone tegory 1, generally in accordance with the approved plans.	
		9 June 2021 Council amended the Planning Permit 160690-2) ( <b>Amended Planning Permit</b> ).	
	E. Co	ndition 41 of the Amended Planning Permit provides that:	
	the of t	or to the issuing of a Statement of Compliance for each stage, owner must enter into an agreement pursuant to Section 173 the Planning and Environment Act 1987 to provide for the lowing:	
		<ul> <li>A plan of subdivision to show the location and dimensions of the plantation reserve as well as the building envelopes.</li> </ul>	
		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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Building Envelopes	means the building envelopes for the lots abutting the plantation reserve on the eastern boundary of the Subject Land.
Building Envelope Plan	means the plan showing the location and dimensions of the Building Envelopes attached at Schedule 1.
Business Day	means a day that is not a Saturday, Sunday or public holiday in Melbourne.
Claim	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.
Council	means Cardinia Shire Council in its capacity as responsible authority.
Development	means the buildings and works authorised under the Planning Permit.
Endorsed Plans	means the plans and/or other documents that are endorsed pursuant to the Planning Permit from time to time.
Loss	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.
Owner	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.
Party or Parties	means the Owner and Council under this Agreement as appropriate.
Planning Permit	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.

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Planning Scheme	means the Cardinia Planning Scheme and any other Planning Scheme which applies to the Subject Land.
Plantation Reserve	means the area marked 'plantation reserve' forming part of the Subject Land as detailed in the Building Envelope Plan.
Subject Land	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.
VCAT	means the Victorian Civil and Administrative Tribunal.
Vegetation Plan	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.
  - 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
  - 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.

Deed of Agreement

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Page 6



## 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.

Deed of Agreement	Page 7
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#### 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.

#### 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.



#### 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

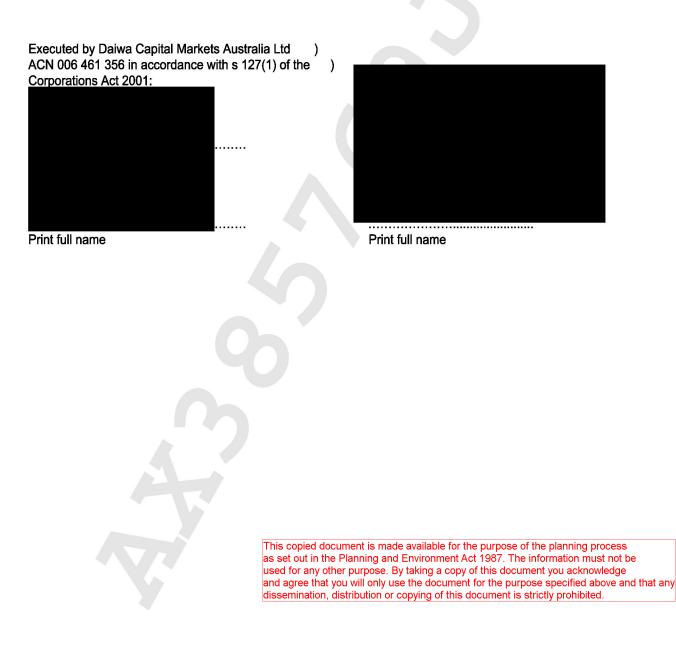
This Agreement may be executed in counterparts, and is binding on the parties upon the counterparts being exchanged. A copy of the original executed counterpart sent by email is to be treated as an original counterpart for all intents and purposes.



Schedule

#### **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.



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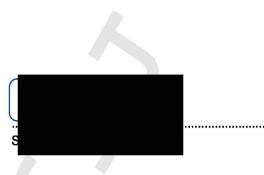
# HWL EBSWORTH

# Executed as a deed

# Signed, sealed and delivered as a deed by the parties

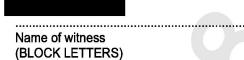
Signed sealed and delivered by

Manager Planning and Design, on behalf of ) Cardinia Shire Council in the exercise of a ) Power conferred by an Instrument of Delegation) in the presence of: )





Signature of witness The execution of this document has been witnessed by me in accordance with the requirements for witnessing by audio-visual link under section 12 of the Electronic Transactions (Victoria) Act 2000. (Strike out if inapplicable)

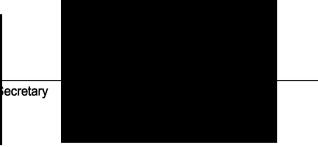


## Executed by BNG (PAKENHAM) PTY LTD

(ACN 640125686) in accordance with

section	127	of the	Corporations	Act	2001	(Cth)
bv:						





Full name (print)

Full name (print)



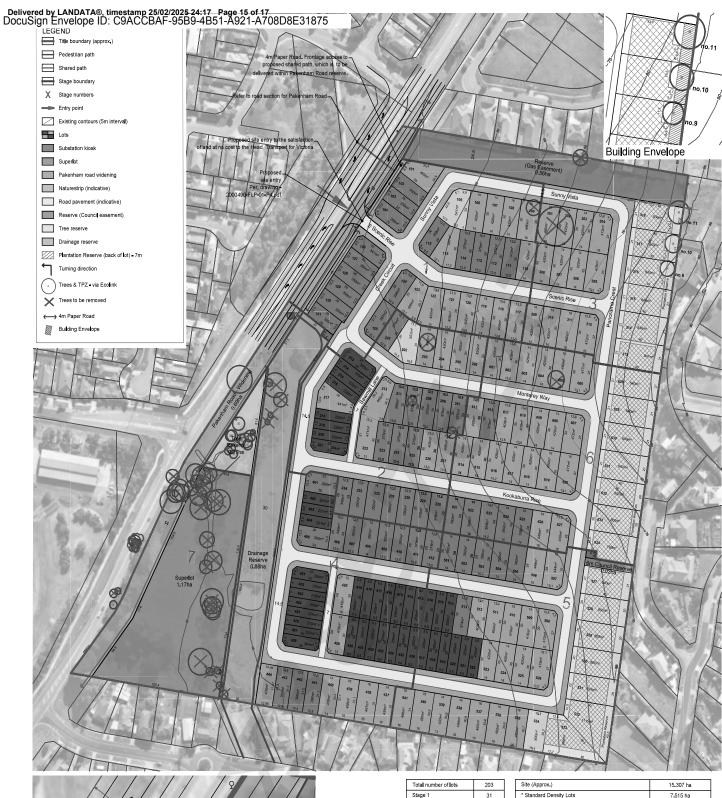
Schedule 1

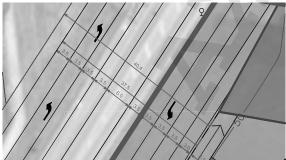
Building Envelope Plan

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	* Stage includes 1 Superiot			Reserve (Counce Easement)	
	Lot Schedule by Area			Drainage Reserve	
				Net Developable Area	
	Lot Size	Number of Lots	%	Lot Yield (Standard Density)	
	0-299m2	42	20.8	Lot Yield	
	300-399m2	56	27.7	(Medium Density)	
	400-499m2	81	40.1	** Lot Yield	
kenham Road - Cross Section	500-599m2	3	1.5	(Overall)	
kennam Road - Cross Section	600-699m2	0	0.0	Superiot	
Notes:	700m2+	20	9.9		
This plan is subject to Council approval.     All dimensions and areas are subject to survey and final computations.	Tota	202	100	Total Number of Lots (Inc. 1 superiot)	
The drainage reserve shown has been preliminarly sized for the treatment and detention of				* Indicates inclusion in NDA	
stormwater to Council requirements. The layout and area required will be subject the subject of the store of	is made available for	the purpo	ose of the	planning process	
All roads are 16m local access level 1 unless noted otherwise Road pavement is indicative only and subject to detailed engineering design	ing and Environment /	Act 1987.	. The info	rmation must not be40	
Arc dimensions shown are length of arc (not chord)	oose. By taking a copy	y of this d	locument	you acknowledge	
				100 1 1 1 1 1 1	

Stage 1

Stage 2 Stage 3

Stage 4

Stage 5

Stage 6

Stage 7\*

34

18

44

41

34

1

Site (Approx.)	15.307 ha		
* Standard Density Lots	7.515 ha		
* Medium Density Lots	1.021 ha		
* Superiot	1.168 ha		
* Kiosk	0.009 ha		
* Tree Reserve	0.165 ha		
* Non-Arterial Roads	3.274 ha		
Arterial Roads (Pakenham road widenin	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 243m² average lot size		
** Lot Yield (Overall)	202 lots @ 16.9 lots per ha 423m² average lot size		
Superiot	1		
Total Number of Lots (Inc. 1 superiot)	203		

Pakenham Road - Cross Section



BNG Group

 
 Subdivision program in the second state of SHEET: 1 OF 1 APPROVED BY: Dean Haeusler CARDINIA SHIRE COUNCIL DATE: Monday, 10 October 2022

Version No: КT КT 
 1.5
 Version
 robust control and stading environment

 1.4
 environment
 Updated mediating environment

 1.5
 nature
 Updated stading boundary

 1.6
 environment
 Updated staging boundary

 1.6
 environment
 Updated staging boundary

 1.6
 environment
 build stages

 Version
 Date
 Description
 КT ΚT 16 Ν Job No: 2000490 ΚT КT OX KT Scale (A1): 1:1000 (A3): 1:2000 Drafted Approved UD\_BASE01.DW

60 80

100 120m

Date: 01.09.2022



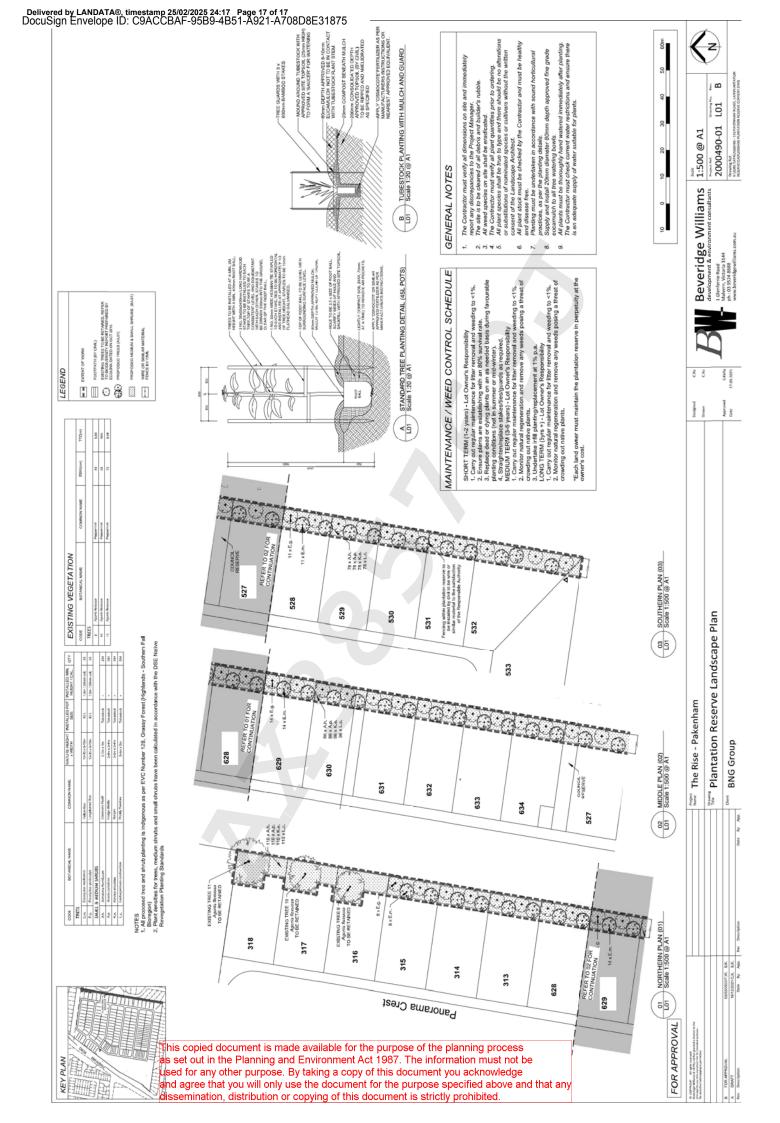
Schedule 2

**Vegetation Plan** 

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08 APRIL 2025

\*\*\*\*\*

# **DEVELOPER DRAWINGS**

# PROPOSED SINGLE STOREY DWELLING

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> **JOB NUMBER:** #20736

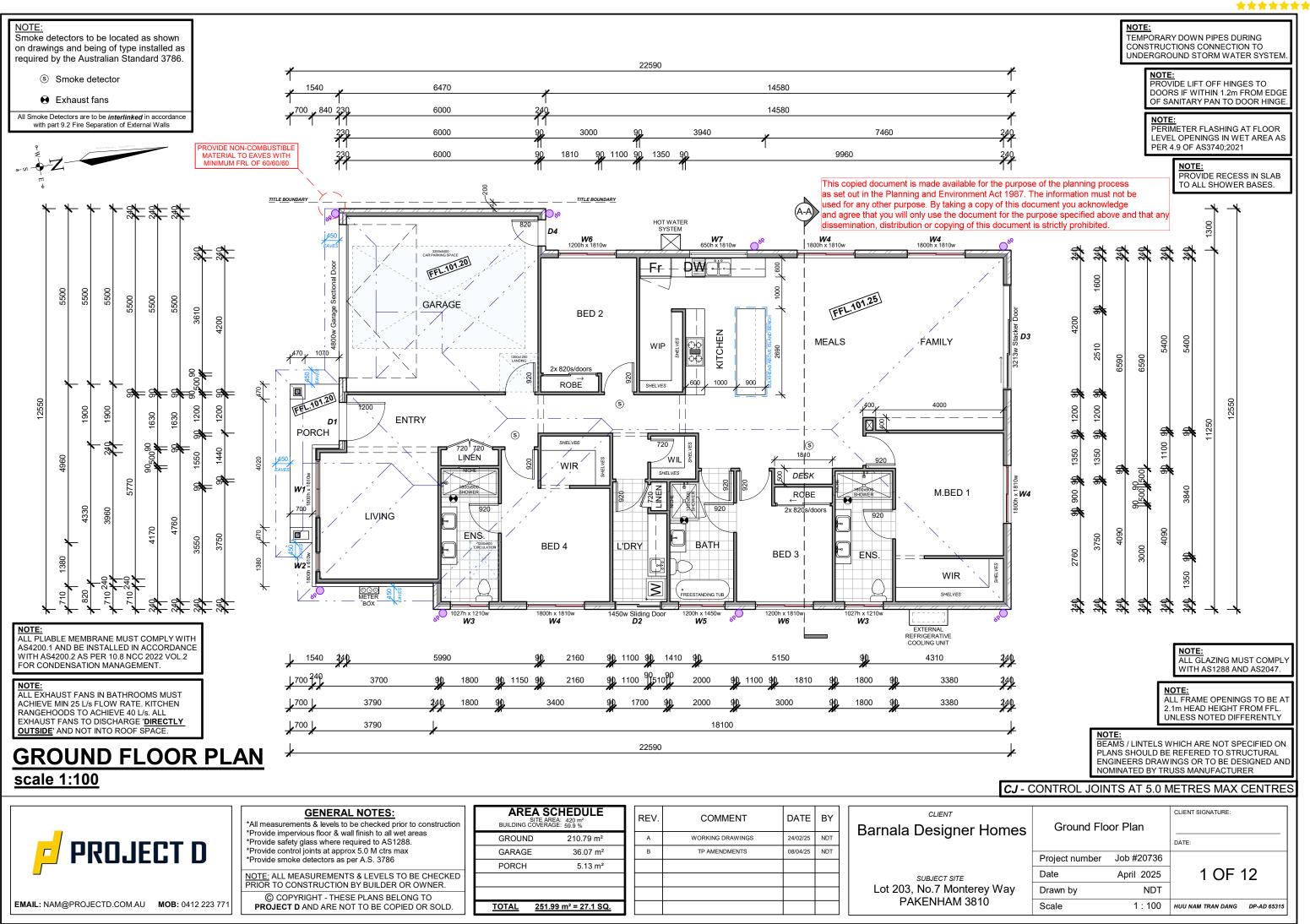
SUBJECT SITE: LOT 203, NO.7 MONTEREY WAY, PAKENHAM 3810

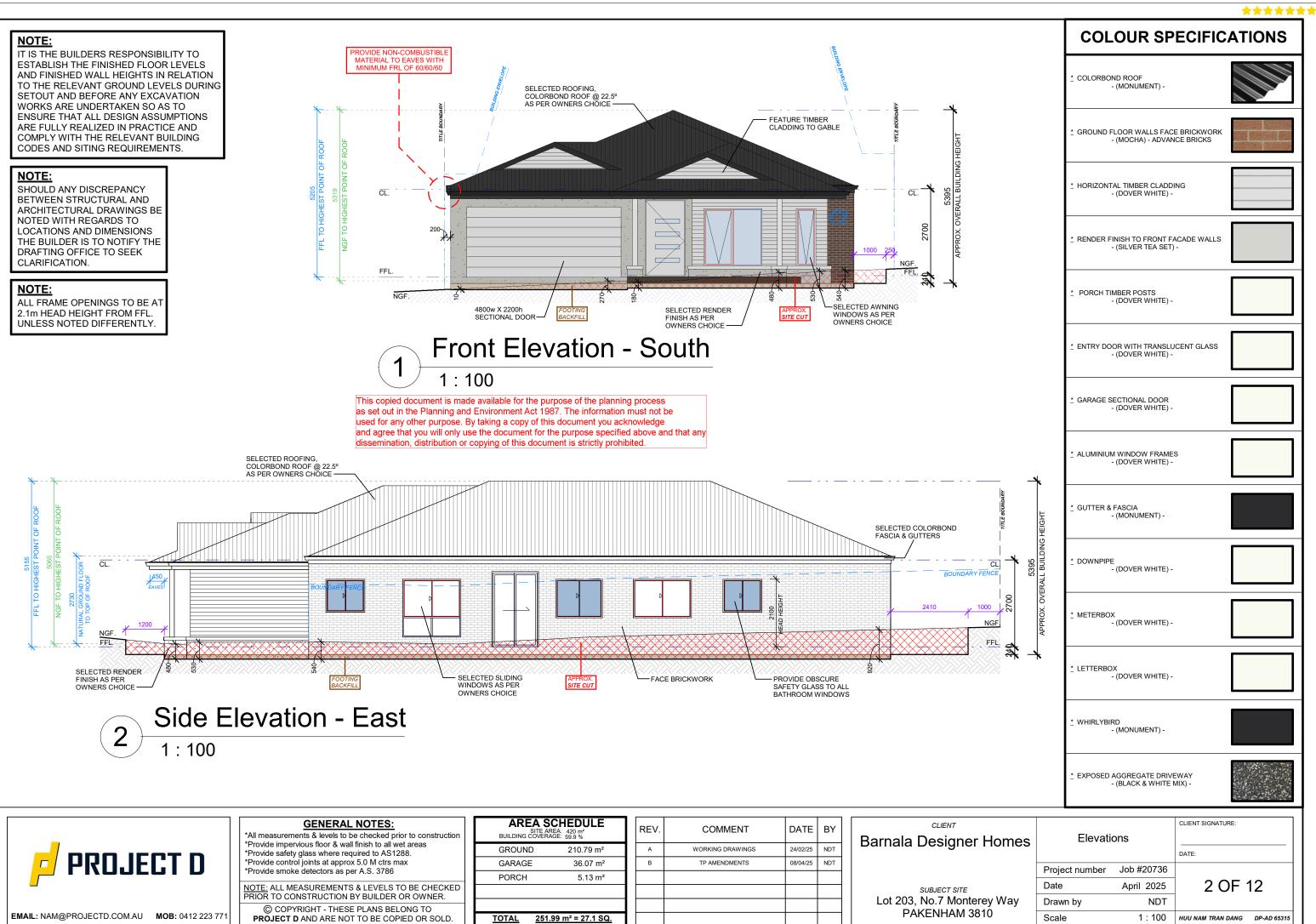
> **CLIENT NAME:** BARNALA DESIGNER HOMES



)P-AD	65315

MOB: 0412 223 771 EMAIL: NAM@PROJECTD.COM.AU

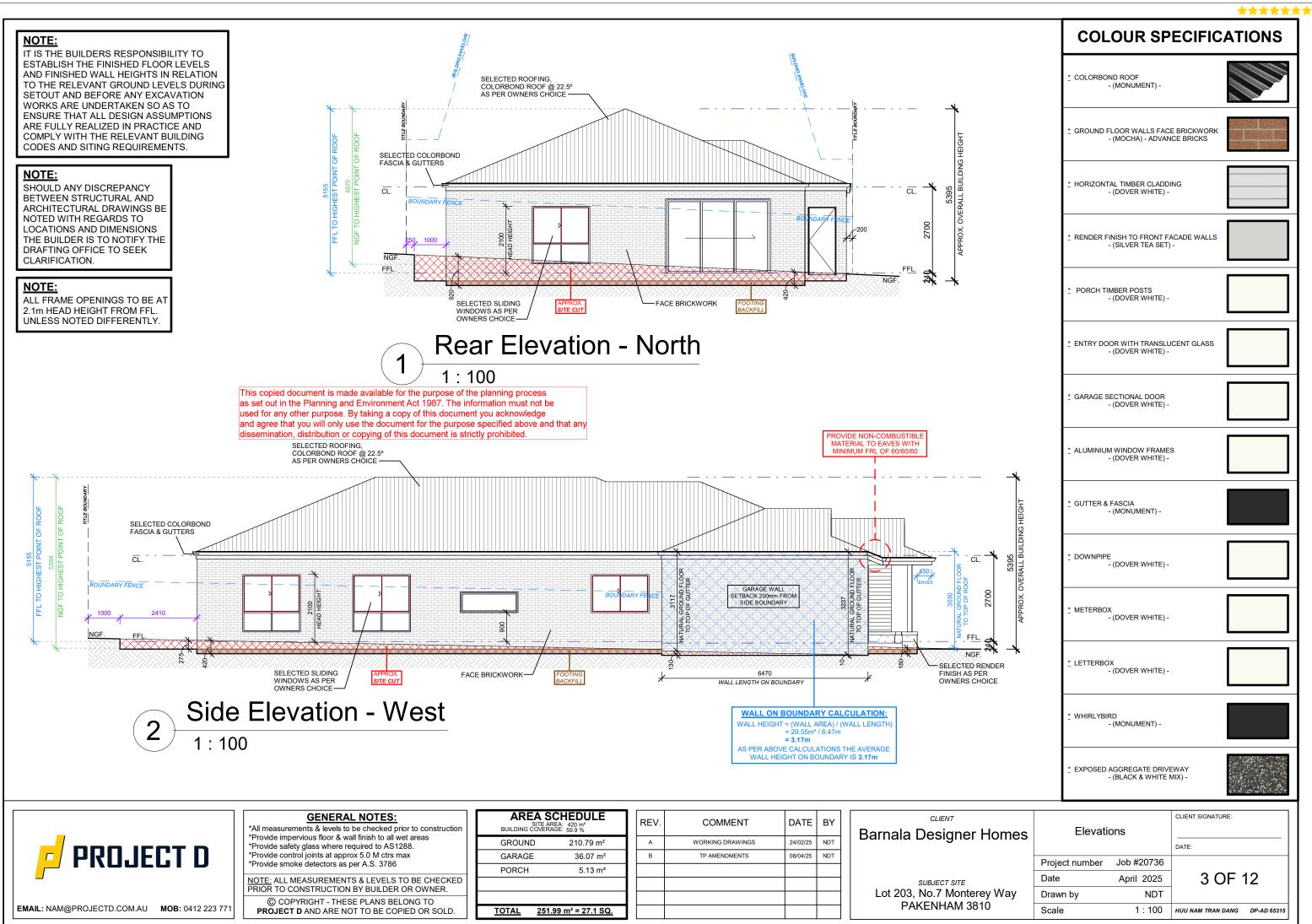




: 0412 223 771	© COPYRIGHT - THESE PLANS BEI ROJECT D AND ARE NOT TO BE COP
	(C) COPYRIGHT - THESE PLANS BEL

PROJECT	E NOT TO BE	E COPIED	OR SOLD

ARAGE	36.07 m <sup>2</sup>		В	TP AMENDMENTS	08/04/25	NDT	
ORCH	5.13 m²						
							SUBJE
							Lot 203, No.7
TAL <u>251.9</u>	99 m² = 27.1 SQ.						PAKENI
		-					





	GENERAL NOTES: *All measurements & levels to be checked prior to construction *Provide impervious floor & wall finish to all wet areas	AREA S SITE A BUILDING COVER	REA: 420 m <sup>2</sup> AGE: 59.9 %	REV.	COMMENT	DATE	BY	<sub>сыемт</sub> Barnala Designer Ho
	*Provide safety glass where required to AS1288.	GROUND	210.79 m <sup>2</sup>	A	WORKING DRAWINGS	24/02/25	NDT	Barnala Boolghol Ho
🔁 PRN.IFCT D	*Provide control joints at approx 5.0 M ctrs max *Provide smoke detectors as per A.S. 3786	GARAGE	36.07 m <sup>2</sup>	В	TP AMENDMENTS	08/04/25	NDT	
		PORCH	5.13 m <sup>2</sup>					
_	NOTE: ALL MEASUREMENTS & LEVELS TO BE CHECKED PRIOR TO CONSTRUCTION BY BUILDER OR OWNER.							subject site Lot 203, No.7 Monterey W
EMAIL: NAM@PROJECTD.COM.AU MOB: 0412 223 771	© COPYRIGHT - THESE PLANS BELONG TO <b>PROJECT D</b> AND ARE NOT TO BE COPIED OR SOLD.	<u>TOTAL 251</u>	.99 m² = 27.1 SQ.					PAKENHAM 3810

**NOTE:** 3D ELEVATIONS TO BE USED FOR PRESENTATIONAL PURPOSES ONLY. REFER TO PLANS FOR ALL CONSTRUCTION DETAILS.

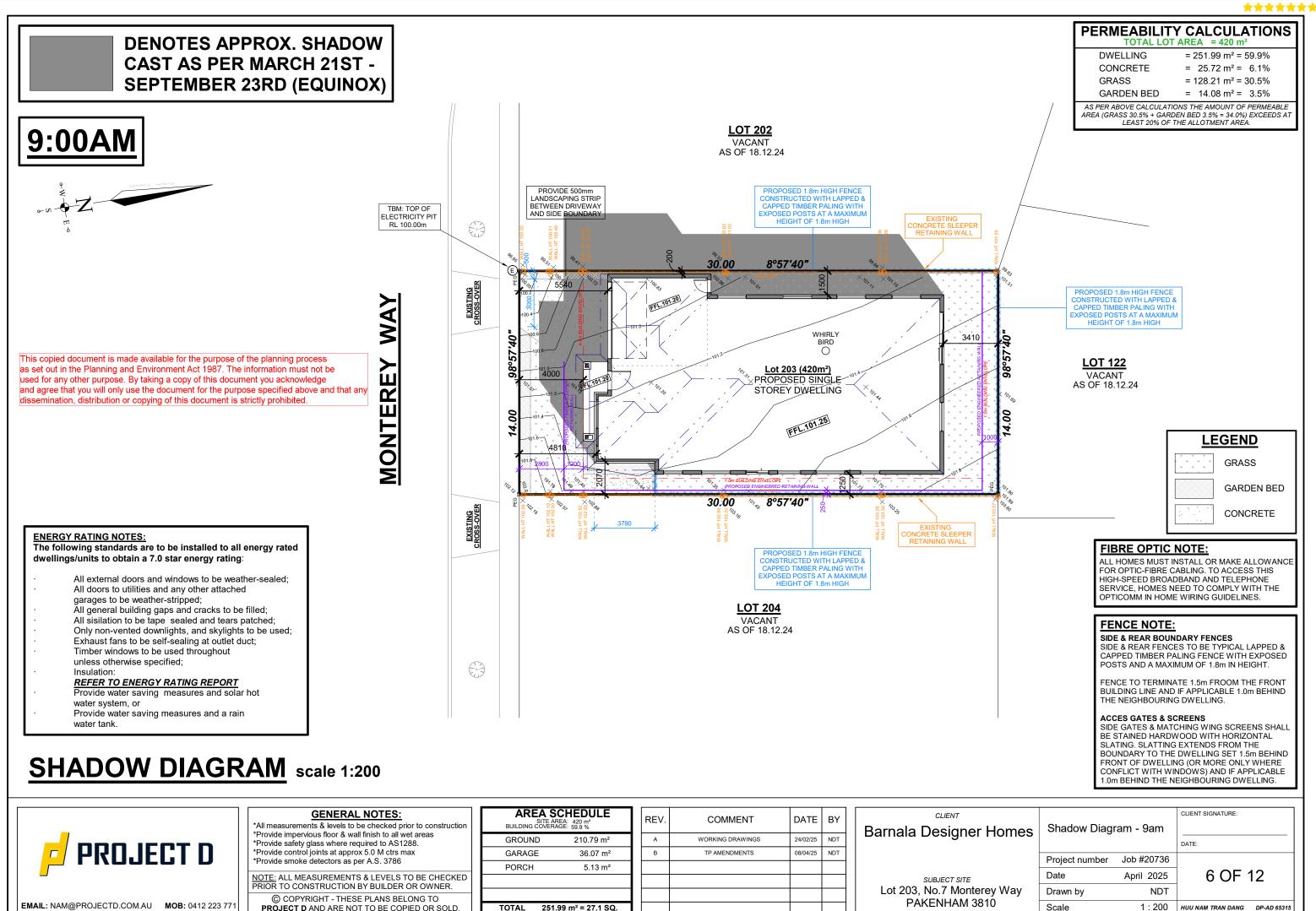
lomes	3D Eleva	CLIENT SIGNATURE:					
	Project number	Job #20736					
	Date	April 2025	3a OF	12			
/ Way	Drawn by	NDT					
)	Scale		HUU NAM TRAN DANG	DP-AD 65315			



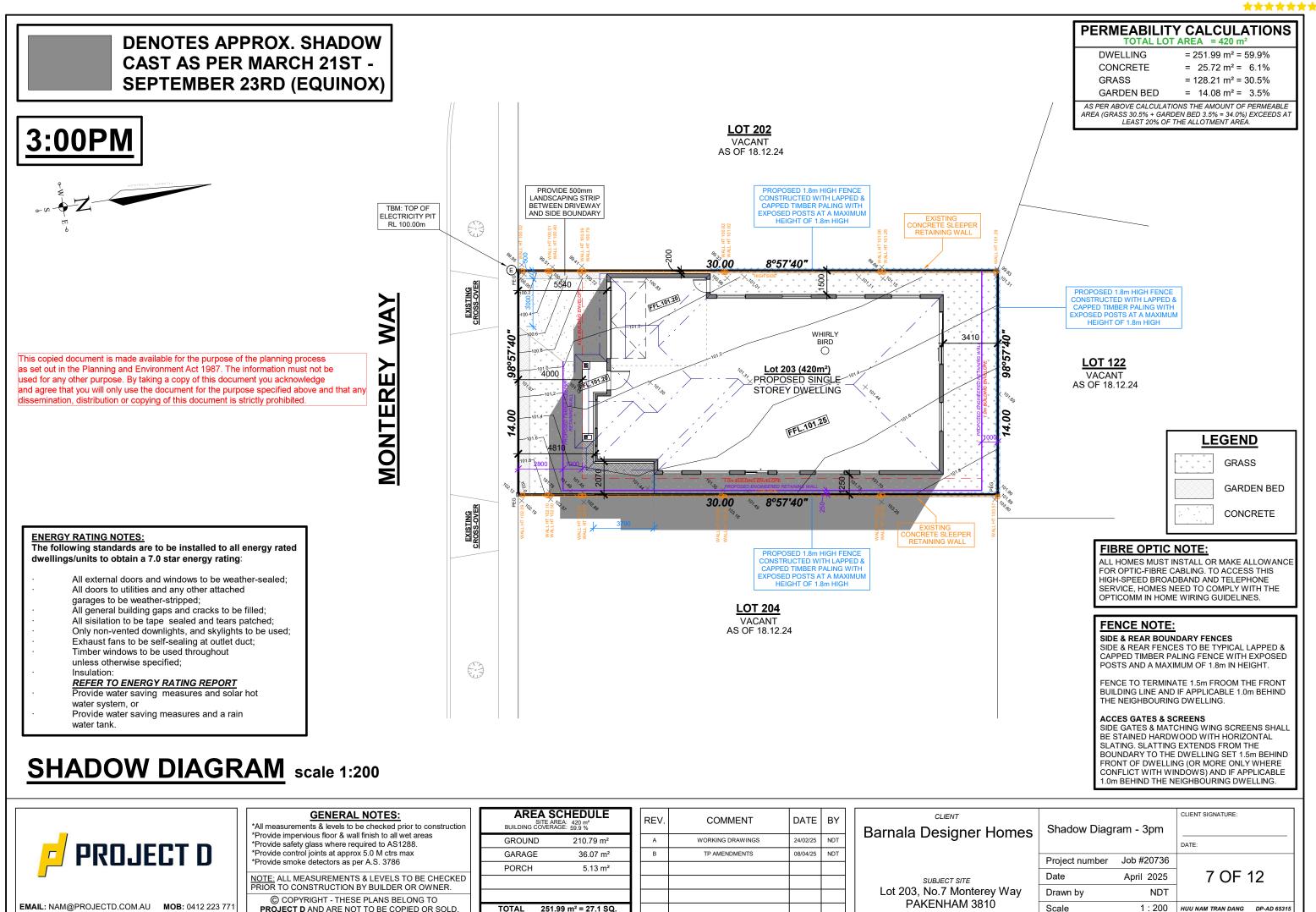
	GENERAL NOTES: *All measurements & levels to be checked prior to construction		A SCHEDULE TE AREA: 420 m <sup>2</sup> VERAGE: 59.9 %	REV.	COMMENT	DATE	BY	CLIENT Barnala Designer Ho
	*Provide impervious floor & wall finish to all wet areas *Provide safety glass where required to AS1288.	GROUND	210.79 m <sup>2</sup>	A	WORKING DRAWINGS	24/02/25	NDT	
PROJECT D	*Provide control joints at approx 5.0 M ctrs max	GARAGE	36.07 m²	В	TP AMENDMENTS	08/04/25	NDT	
	*Provide smoke detectors as per A.S. 3786	PORCH	5.13 m²					
_	NOTE: ALL MEASUREMENTS & LEVELS TO BE CHECKED PRIOR TO CONSTRUCTION BY BUILDER OR OWNER.							SUBJECT SITE Lot 203, No.7 Monterey \
EMAIL: NAM@PROJECTD.COM.AU MOB: 0412 223 771	© COPYRIGHT - THESE PLANS BELONG TO <b>PROJECT D</b> AND ARE NOT TO BE COPIED OR SOLD.	<u>TOTAL</u>	251.99 m² = 27.1 SQ.					PAKENHAM 3810

**NOTE:** 3D ELEVATIONS TO BE USED FOR PRESENTATIONAL PURPOSES ONLY. REFER TO PLANS FOR ALL CONSTRUCTION DETAILS.

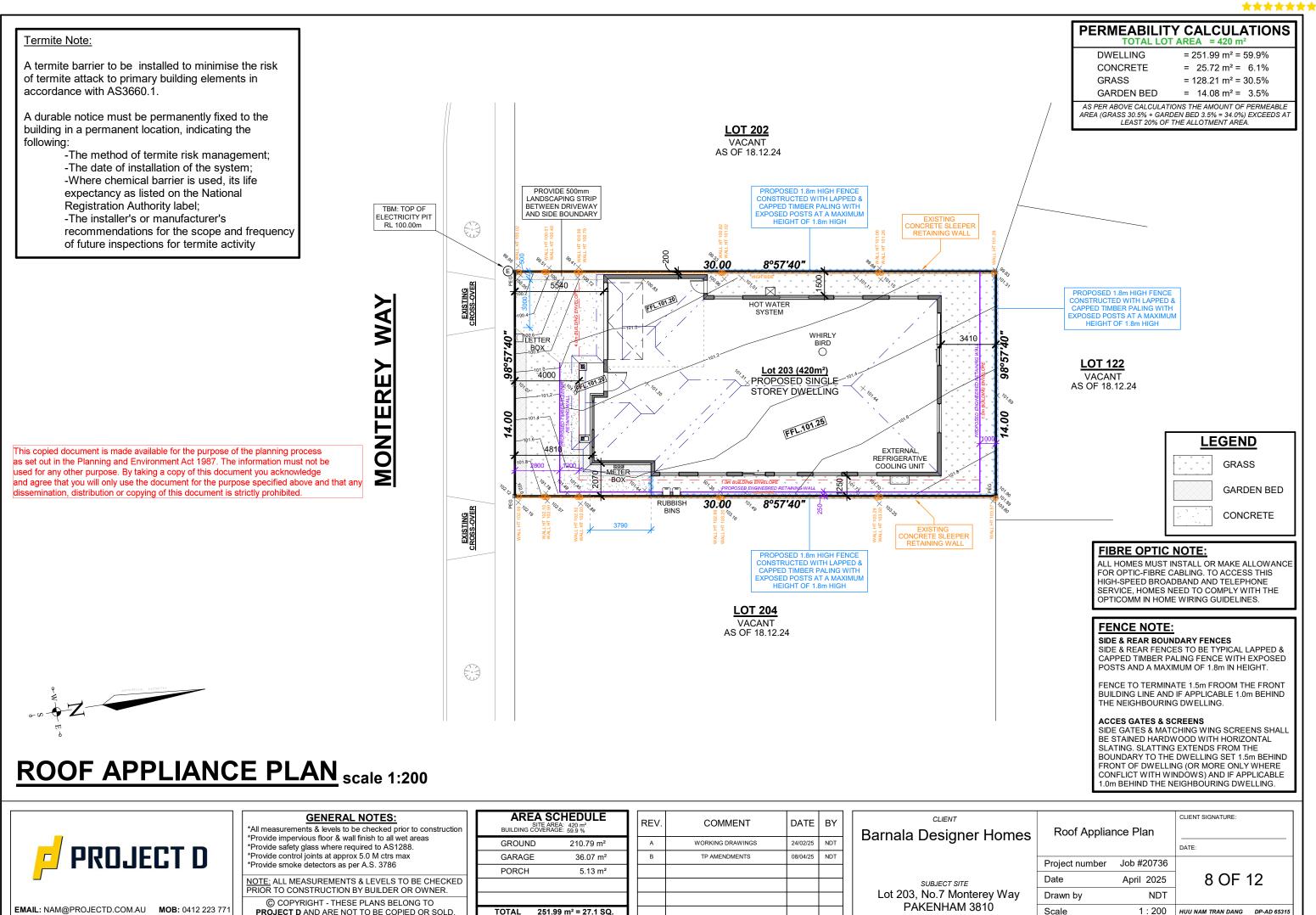
lomes	3D Eleva	itions	CLIENT SIGNATURE: 		
	Project number	Job #20736			
	Date	April 2025	3b OF	12	
' Way	Drawn by	NDT			
)	Scale		HUU NAM TRAN DANG	DP-AD 65315	



	GENERAL NOTES: *All measurements & levels to be checked prior to construction	AREA S SITE AF BUILDING COVERA	CHEDULE EA: 420 m <sup>2</sup> GE: 59.9 %	REV.	COMMENT		BY	<sub>client</sub> Barnala Designer H
	*Provide impervious floor & wall finish to all wet areas *Provide safety glass where required to AS1288.	GROUND	210.79 m <sup>2</sup>	A	WORKING DRAWINGS	24/02/25	NDT	
PRN.IFCT D	*Provide control joints at approx 5.0 M ctrs max	GARAGE	36.07 m <sup>2</sup>	В	TP AMENDMENTS	08/04/25	NDT	
	*Provide smoke detectors as per A.S. 3786	PORCH	5.13 m²					
	NOTE: ALL MEASUREMENTS & LEVELS TO BE CHECKED PRIOR TO CONSTRUCTION BY BUILDER OR OWNER.							subject site Lot 203, No.7 Monterey
EMAIL: NAM@PROJECTD.COM.AU MOB: 0412 223 771	© COPYRIGHT - THESE PLANS BELONG TO <b>PROJECT D</b> AND ARE NOT TO BE COPIED OR SOLD.	<u>TOTAL 251.</u>	99 m² = 27.1 SQ.					PAKENHAM 3810



	GENERAL NOTES: *All measurements & levels to be checked prior to construction		A SCHEDULE ITE AREA: 420 m <sup>2</sup> DVERAGE: 59.9 %	REV.	COMMENT	DATE	BY	сыелт Barnala Designer H
	*Provide impervious floor & wall finish to all wet areas *Provide safety glass where required to AS1288.	GROUND	210.79 m <sup>2</sup>	A	WORKING DRAWINGS	24/02/25	NDT	
PROJECT D	*Provide control joints at approx 5.0 M ctrs max	GARAGE	36.07 m <sup>2</sup>	В	TP AMENDMENTS	08/04/25	NDT	
	*Provide smoke detectors as per A.S. 3786	PORCH	5.13 m <sup>2</sup>					
_	NOTE: ALL MEASUREMENTS & LEVELS TO BE CHECKED PRIOR TO CONSTRUCTION BY BUILDER OR OWNER.							subject site Lot 203, No.7 Monterey
EMAIL: NAM@PROJECTD.COM.AU MOB: 0412 223 771	© COPYRIGHT - THESE PLANS BELONG TO <b>PROJECT D</b> AND ARE NOT TO BE COPIED OR SOLD.	<u>TOTAL</u>	<u>251.99 m² = 27.1 SQ.</u>					PAKENHAM 3810



	GENERAL NOTES: *All measurements & levels to be checked prior to construction	AREA SITE BUILDING COVE	AREA: 420 m <sup>2</sup> RAGE: 59.9 %	REV.	COMMENT	DATE	BY	Barnala Designer H
	*Provide impervious floor & wall finish to all wet areas *Provide safety glass where required to AS1288.	GROUND	210.79 m <sup>2</sup>	A	WORKING DRAWINGS	24/02/25	NDT	
🗖 PROJECT D	*Provide control joints at approx 5.0 M ctrs max	GARAGE	36.07 m <sup>2</sup>	В	TP AMENDMENTS	08/04/25	NDT	
	*Provide smoke detectors as per A.S. 3786	PORCH	5.13 m <sup>2</sup>					
	NOTE: ALL MEASUREMENTS & LEVELS TO BE CHECKED PRIOR TO CONSTRUCTION BY BUILDER OR OWNER.							SUBJECT SITE
	© COPYRIGHT - THESE PLANS BELONG TO							Lot 203, No.7 Monterey
EMAIL: NAM@PROJECTD.COM.AU MOB: 0412 223 771	PROJECT D AND ARE NOT TO BE COPIED OR SOLD.	<u>TOTAL</u> 25	51.99 m² = 27.1 SQ.					PAKENHAM 3810

## SITE SOIL CLASSIFICATION: ASS

## IN ACCORDANCE WITH AS2870-2011 (REFER TO SOIL TEST AS PREPARED BY

ABH SOIL TESTING)

### <u>S.W.D</u>

Construct & Discharge 90 diam. PVC storm water drain to legal point of discharge as directed by the city engineer. Min. fall 1 : 100. Provide inspection openings @ 9000mm max. ctrs, or at every change of direction.

DP denotes 100 x 50 galvanised downpipes @ 12000mm max. ctrs.

### Note:

Provide 100mm diam. Sewergrade S.W drain under slab and driveway.

### NOTE:

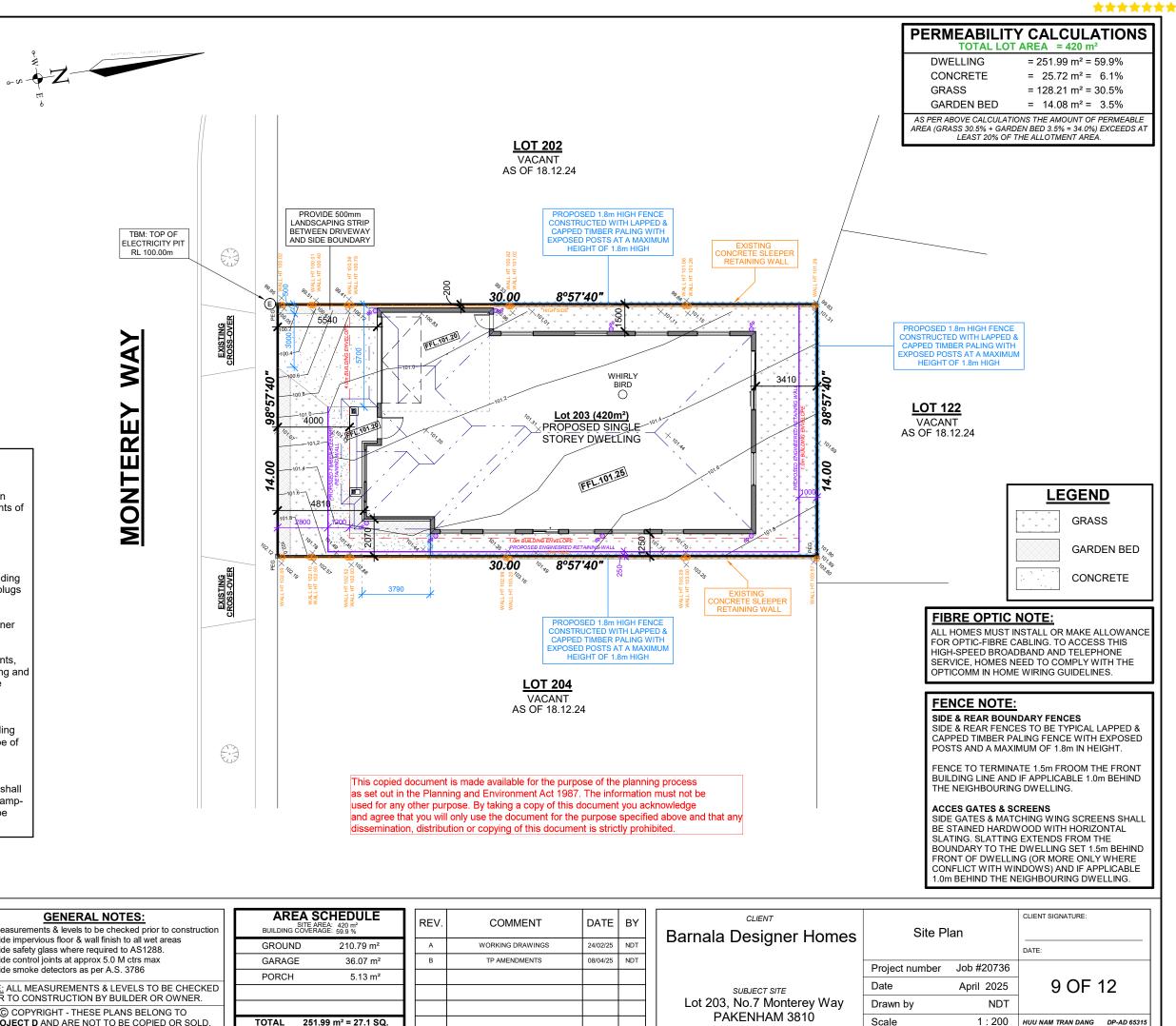
EN

Connect Legal Point of Discharge as per Stormwater and Property Information sheet from the Council, accuracy of location is not guaranteed. Please ref. Council sheets for exact Connection details and location.

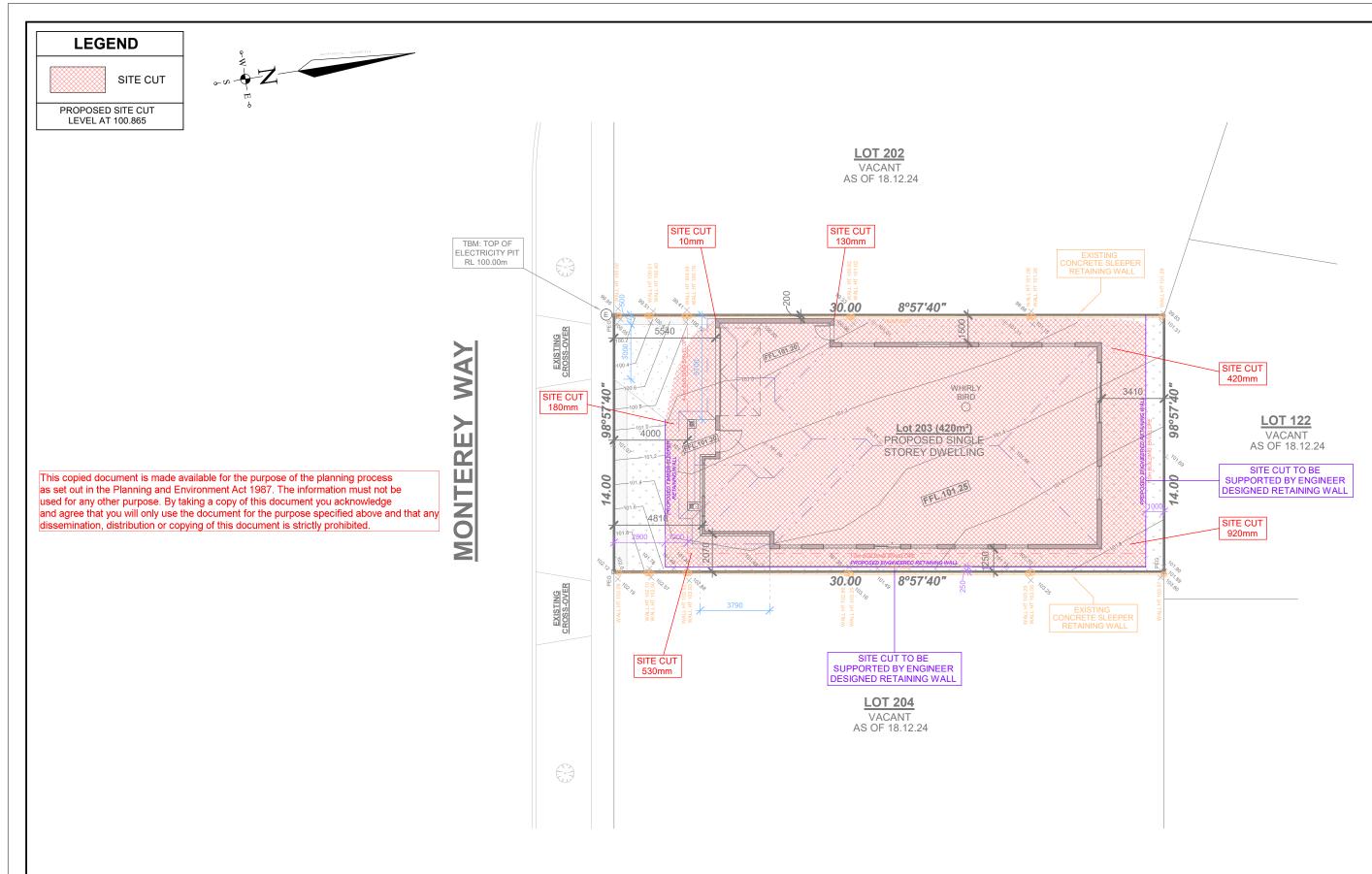
## DRAINAGE NOTE:

- All surface drainage works shall be installed in accordance with the engineers design detail for the selected footing system and soil classification and in accordance with Clause 5.6.3 Drainage Requirements of AS2870-2011, wherein for buildings on Moderately, Highly and Reactive sites:
- Surface drainage shall be controlled throughout construction and be completed by the finish of construction.
- The base of trenches shall slope away from the building Where pipes pass under the footing systems, clay plugs are adopted to prevent the ingress of water.
- For buildings on Highly and Reactive sites, the Drainer 2. shall provide drainage articulation to all stormwater, sanitary plumbing drains and discharge pipes in accordance with Clause 5.6.4 Plumbing Requirements, wherein flexible joints immediately outside the footing and commencing within 1m of the building perimeter are required to accommodate the required differential movement based on the soil classification.
- Surface water must be diverted away from the dwelling 3. and graded away from all foundations to give a slope of not less than 50mm over the first 1000mm from the dwelling.
- Subsurface drains to remove ground or table water shall be detailed by the design engineer. Furthermore, dampproofing membrane in accordance with 5.3.3 shall be installed for groundwater or aggressive soils.

## SITE PLAN scale 1:200



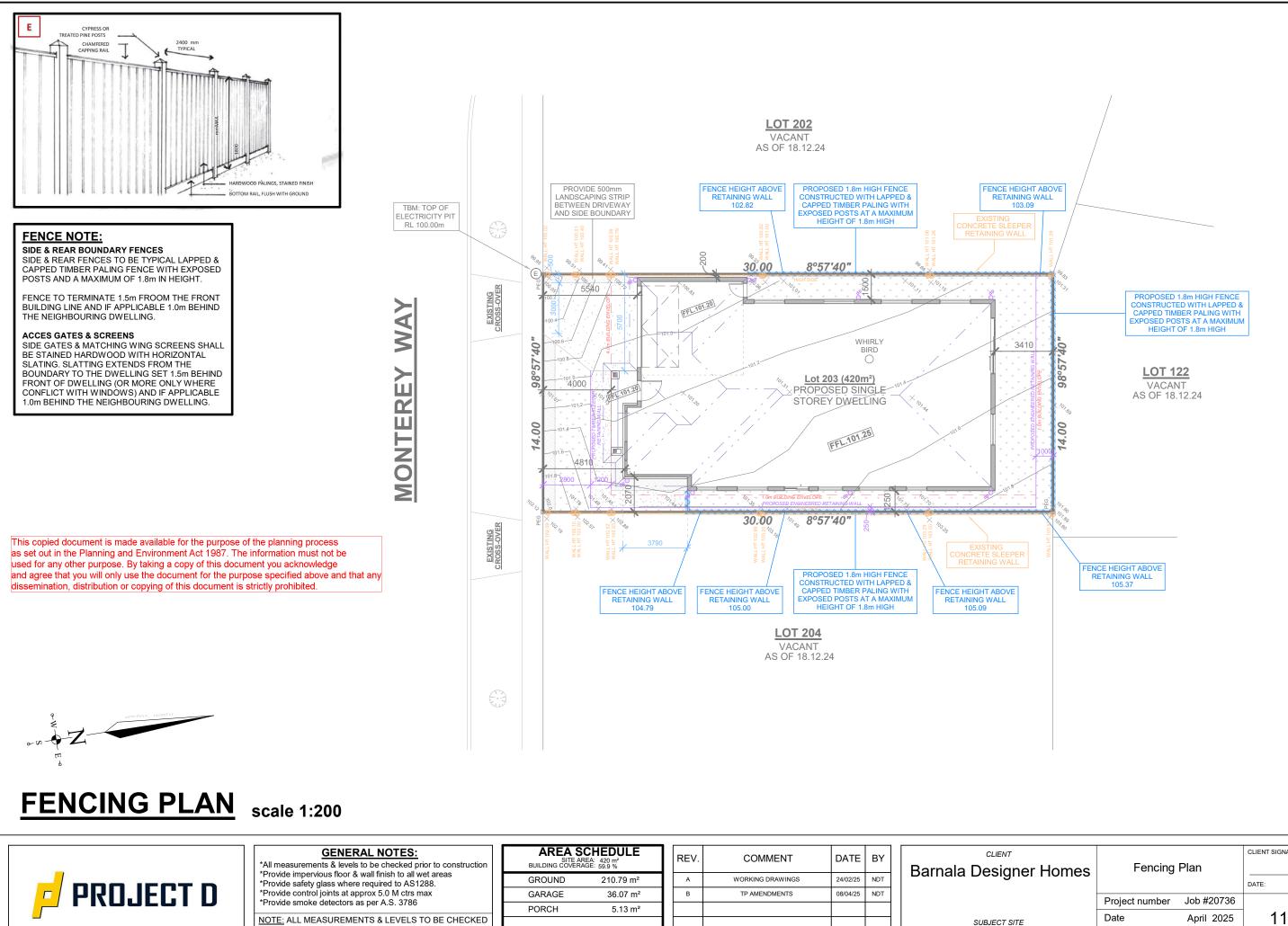
	GENERAL NOTES: *All measurements & levels to be checked prior to construction		SITE AREA: 420 m COVERAGE: 59.9 %		REV.	COMMENT	DATE	BY	CLIENT Barnala Designer Ho
	*Provide impervious floor & wall finish to all wet areas *Provide safety glass where required to AS1288.	GROUNI	D 210	79 m²	A	WORKING DRAWINGS	24/02/25	NDT	
🧧 PROJECT D 🛛	*Provide control joints at approx 5.0 M ctrs max *Provide smoke detectors as per A.S. 3786	GARAGE	E 36	.07 m²	В	TP AMENDMENTS	08/04/25	NDT	
		PORCH	5	.13 m²					
-	NOTE: ALL MEASUREMENTS & LEVELS TO BE CHECKED PRIOR TO CONSTRUCTION BY BUILDER OR OWNER.								SUBJECT SITE Lot 203, No.7 Monterey
AIL: NAM@PROJECTD.COM.AU MOB: 0412 223 771	© COPYRIGHT - THESE PLANS BELONG TO <b>PROJECT D</b> AND ARE NOT TO BE COPIED OR SOLD.	<u>TOTAL</u>	<u>251.99 m² = </u>	27.1 SQ.					PAKENHAM 3810



# SITE CUT PLAN scale 1:200

	GENERAL NOTES: *All measurements & levels to be checked prior to construction	AREA SCHEDULE SITE AREA: 420 m <sup>2</sup> BUILDING COVERAGE: 59.9 %			REV	COMMENT	DATE	BY	CLIENT Barnala Designer H
	*Provide impervious floor & wall finish to all wet areas *Provide safety glass where required to AS1288.	GROUN	ID	210.79 m <sup>2</sup>	A	WORKING DRAWINGS	24/02/25	NDT	
PROJECT D	*Provide control joints at approx 5.0 M ctrs max	GARAG	E	36.07 m <sup>2</sup>	В	TP AMENDMENTS	08/04/25	NDT	
	*Provide smoke detectors as per A.S. 3786	PORCH		5.13 m <sup>2</sup>					
	NOTE: ALL MEASUREMENTS & LEVELS TO BE CHECKED PRIOR TO CONSTRUCTION BY BUILDER OR OWNER.								subject site Lot 203, No.7 Monterey
EMAIL: NAM@PROJECTD.COM.AU MOB: 0412 223 771	© COPYRIGHT - THESE PLANS BELONG TO		TAL 251.99 m <sup>2</sup> = 27.1 SQ.						PAKENHAM 3810

lomes	Site Cut Plan		CLIENT SIGNATURE:	
	Project number	Job #20736		
	Date	April 2025	10 OF 1	2
/ Way	Drawn by	NDT		
)	Scale	1 : 200	HUU NAM TRAN DANG	DP-AD 65315



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NOTE: ALL MEASUREMENTS & LEVELS TO BE CHECKED PRIOR TO CONSTRUCTION BY BUILDER OR OWNER. © COPYRIGHT - THESE PLANS BELONG TO PROJECT D AND ARE NOT TO BE COPIED OR SOLD.

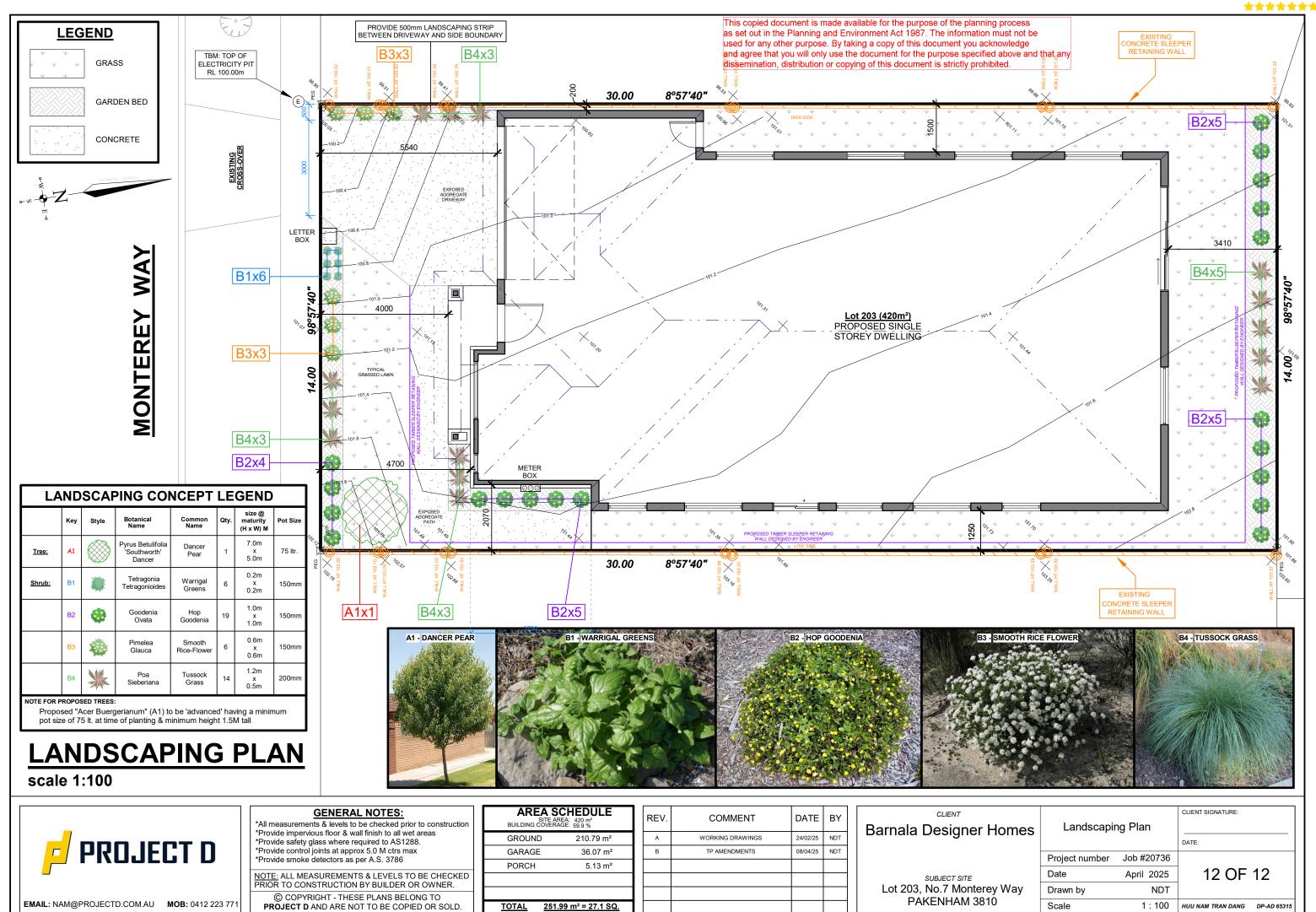
TOTAL

251.99 m² = 27.1 SQ.

lomes	Fencing Plan		CLIENT SIGNATURE:	
	Project number	Job #20736		
	Date	April 2025	11 OF	12
'Way	Drawn by	NDT		
	Scale	1 : 200	HUU NAM TRAN DANG	DP-AD 65315

Lot 203, No.7 Monterey

PAKENHAM 3810



omes	Landscaping Plan		CLIENT SIGNATURE:	
	Project number	Job #20736		
	Date	April 2025	12 OF 12	
Way	Drawn by	NDT		
	Scale	1 : 100	HUU NAM TRAN DANG DP-AD 65315	

COLOUR SPECIFICATIONS					
<u>*</u> COLORBOND ROOF - (MONUMENT) -	_	WINDOW FRAMES VER WHITE) -			
* GROUND FLOOR WALLS FACE BRICKWORK - (MOCHA) - ADVANCE BRICKS	<u>*</u> GUTTER & F - (MC	ASCIA NUMENT) -			
<u>*</u> HORIZONTAL TIMBER CLADDING - (DOVER WHITE) -	<u>*</u> DOWNPIPE - (DO	VER WHITE) -			
<u>*</u> RENDER FINISH TO FRONT FACADE WALLS - (SILVER TEA SET) -	<u>*</u> METERBOX - (DO	VER WHITE) -			
* PORCH TIMBER POSTS - (DOVER WHITE) -	<u>*</u> LETTERBOX - (DO	VER WHITE) -			
<u>*</u> ENTRY DOOR WITH TRANSLUCENT GLASS - (DOVER WHITE) - This copied document is made available for the purpose of as set out in the Planning and Environment Act 1987. The used for any other purpose. By taking a copy of this docu and agree that you will only use the document for the purp dissemination, distribution or copying of this document is	o <del>f the planning prese</del> ss a information must not be nent you acknowledge gose specified above and that any	) NUMENT) -			
<u>*</u> GARAGE SECTIONAL DOOR - (DOVER WHITE) -	<u>*</u> EXPOSED A	GGREGATE DRIVEWAY ACK & WHITE MIX) -			
COLOURS DISPLAYED ABOVE MAY APPEAR DIFFERENT TO ACTUAL COLOURS DUE TO PRINTER					
PROJECT D	Barnala Designer Homes	Colour SpecificationsProject numberJob #20736DateApril2025Drawn byNDT	CLIENT SIGNATURE: DATE: 12a OF 12		
EMAIL: NAM@PROJECTD.COM.AU MOB: 0412 223 771		Scale			