
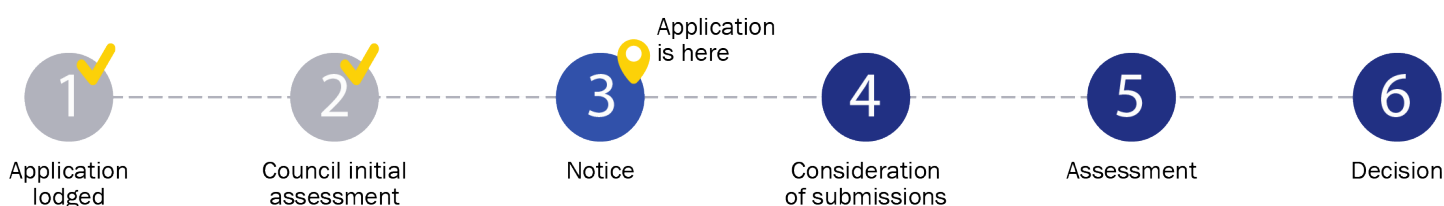


Notice of Application for a Planning Permit

The land affected by the application is located at:	PT LA PS512313 V10755 F458 Shop 9/55 Old Princes Highway, Beaconsfield VIC 3807	
The application is for a permit to:	Buildings and works (Construction of a Parcel Locker)	
A permit is required under the following clauses of the planning scheme:		
34.01-4	Construct a building or construct or carry out works	
APPLICATION DETAILS		
The applicant for the permit is:	Parklea Pty Ltd	
Application number:	T250427	
<p>You may look at the application and any documents that support the application at the office of the Responsible Authority:</p> <p>Cardinia Shire Council, 20 Siding Avenue, Officer 3809.</p> <p>This can be done during office hours and is free of charge.</p> <p>Documents can also be viewed on Council's website at cardinia.vic.gov.au/advertisedplans or by scanning the QR code.</p>		
		
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:		
08 October 2025		
WHAT ARE MY OPTIONS? <p>Any person who may be affected by the granting of the permit may object or make other submissions to the responsible authority.</p> <p>If you object, the Responsible Authority will notify you of the decision when it is issued.</p>	<p>An objection must:</p> <ul style="list-style-type: none">• be made to the Responsible Authority in writing;• include the reasons for the objection; and• state how the objector would be affected.	<p>The Responsible Authority must make a copy of every objection available at its office for any person to inspect during office hours free of charge until the end of the period during which an application may be made for review of a decision on the application.</p>





ePlanning

Application Summary

Portal Reference A3254757

Basic Information

Proposed Use	VicSmart Application - It is proposed to install a smart parcel locker at the Australia Post Office. See letter for further details.
Current Use	The land is used as a postal agency. The location of the smart locker is currently landscaping adjacent to the car park. See letter for further details.
Cost of Works	\$20,000
Site Address	Shop 9 55 Old Princes Highway Beaconsfield 3807

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

Type	Name	Address	Contact Details
Applicant	PARKLEA PTY LTD	2/418 418 PRINCES HIGHWAY, Narre Warren VIC 3805	M: 0479-193-201 E: mcdowellj@bevwill.com.au
Owner	PARKLEA PTY LTD	2/418 418 PRINCES HIGHWAY, Narre Warren VIC 3805	M: 0479-193-201 E: mcdowellj@bevwill.com.au
Preferred Contact	[REDACTED] Beveridge Williams	1 Glenferrie Rd, Malvern VIC 3144	W: 03-9524-8888 M: 0479-193-201 E: mcdowellj@bevwill.com.au

Fees

Regulation Fee Condition	Amount	Modifier	Payable
9 - Class 8 VicSmart application more than \$10, 000	\$487.50	100%	\$487.50
Total			\$487.50

Documents Uploaded

Date	Type	Filename
18-07-2025	A Copy of Title	Volume_10755_Folio_458_VicPackageSearch_1752797246.pdf
18-07-2025	Site plans	415-001_AP BEACONSFILED LPO_DA.pdf
18-07-2025	Additional Document	Final 2501950 - 55 Old Princes Highway Beaconsfield - VicSmart Letter.pdf



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

☐ 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	<div></div> Beveridge Williams	1 Glenferrie Road, Malvern VIC 3144	W: 03-9524-8888 M: 0479-193-201 E: mcdowellj@bevwill.com.au
Submission Date	18 July 2025 - 05:00:PM		

Declaration

☒ By ticking this checkbox, I, declare that all the information in this application is true and correct; and the Applicant and/or Owner (if not myself) has been notified of the application.



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

Page 1 of 1

VOLUME 10755 FOLIO 458

Security no : 124126332256J
Produced 18/07/2025 10:04 AM

LAND DESCRIPTION

Lot A on Plan of Subdivision 512313Y.
PARENT TITLE Volume 10306 Folio 580
Created by instrument PS512313Y 06/10/2003

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
PARKLEA PTY LTD of SUITE 2 418 PRINCES HIGHWAY NARRE WARREN VIC 3805
PS512313Y 06/10/2003

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
AC212020Y 21/07/2003

AGREEMENT Section 173 Planning and Environment Act 1987
AC366666K 29/09/2003

DIAGRAM LOCATION

SEE PS512313Y 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)

ADMINISTRATIVE NOTICES

NIL

DOCUMENT END

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PLAN OF SUBDIVISION			Stage No. /	LR use only EDITION 1	Plan Number PS 512313Y
----------------------------	--	--	----------------	---------------------------------	----------------------------------

<p>Location of Land</p> <p>Parish: PAKENHAM</p> <p>Township: ---</p> <p>Section: A</p> <p>Crown Allotment: ---</p> <p>Crown Portion: 1 (PART)</p> <p>Title Reference: VOL 10306 FOL 580</p> <p>Last Plan Reference: PC 351964N</p> <p>Postal Address: BERWICK - BEACONSFIELD ROAD (at time of subdivision) BEACONSFIELD</p> <p>AMG Co-ordinates (of approx. centre of land in plan) E 356 700 Zone: 55 N 5787 800</p>	<p style="text-align: center;">Council Certification and Endorsement</p> <p>Council Name: CARDINIA SHIRE COUNCIL Ref: S02 / 133</p> <p>1. This plan is certified under section 6 of the Subdivision Act 1988.</p> <p>2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 3 / 2 / 2003.</p> <p>3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.</p> <p>OPEN SPACE</p> <p>(i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made.</p> <p>(ii) The requirement has been satisfied.</p> <p>(iii) The requirement is to be satisfied in Stage.....</p> <p>Council Delegate Council Seal Date 31 / 7 / 2003</p> <p>Re-certified under section 11(7) of the Subdivision Act 1988</p> <p>Council Delegate Council Seal Date 31 / 7 / 2003</p>
---	--


Vesting of Roads and/or Reserves	
Identifier	Council/Body/Person
NIL	NIL

Notations	
Staging	This is is not a staged subdivision Planning Permit No. - T620782
Depth Limitation	DOES NOT APPLY

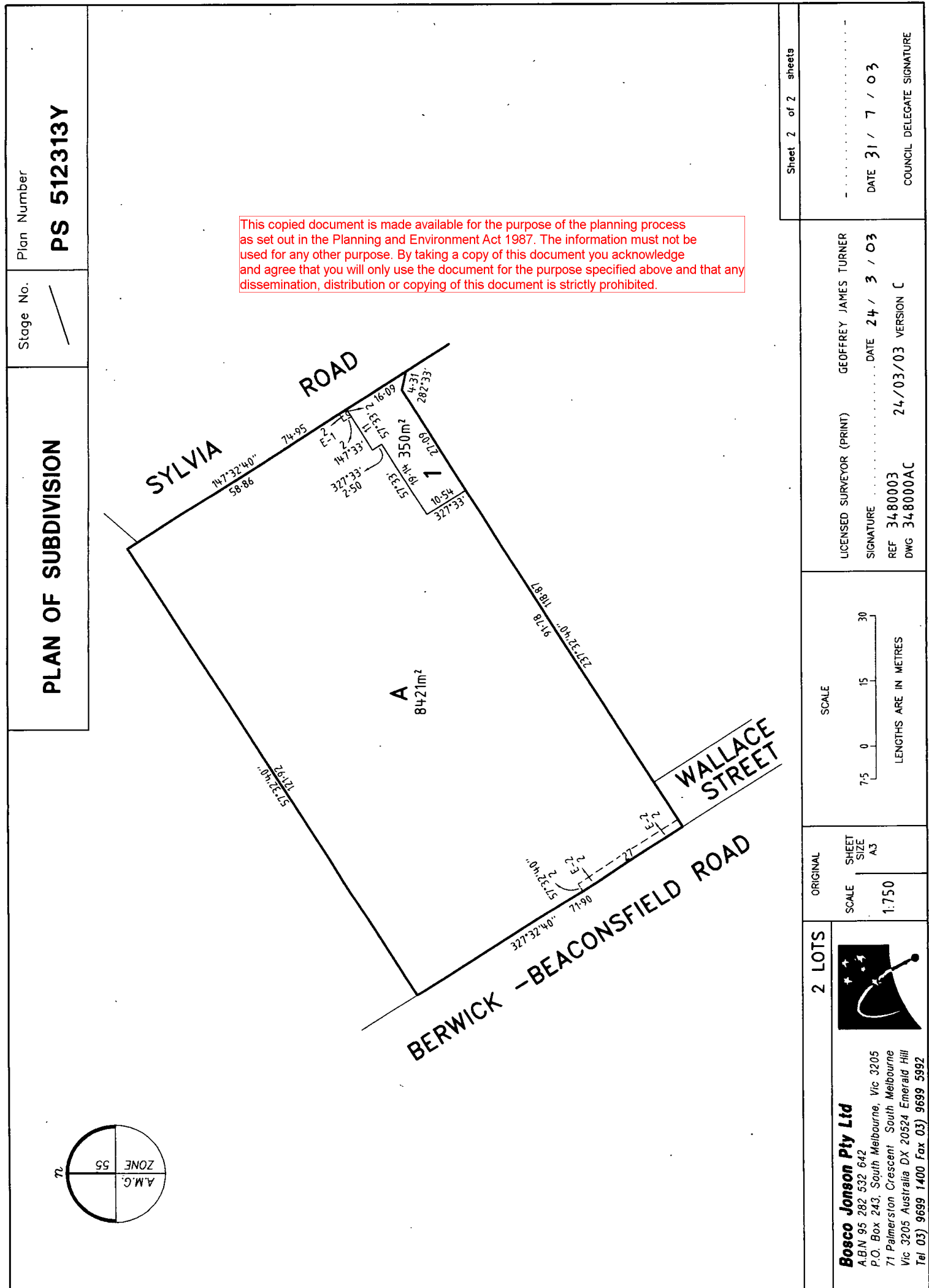
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Survey This plan is ~~is not~~ based on survey
This survey has been connected to permanent marks no(s) **PM 42, 46**
In Proclaimed Survey Area No. **45**

Easement Information				
Legend: E - Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance A - Appurtenant Easement R - Encumbering Easement (Road)				
Subject Land	Purpose	Width (metres)	Origin	Land Benefited/In Favour Of
E-1 E-1	SEWERAGE SEWERAGE	SEE DIAG SEE DIAG	THIS PLAN THIS PLAN	LOTS ON THIS PLAN SOUTH EAST WATER
E-2	DRAINAGE	SEE DIAG	PC 351964N	LAND IN LP 147771

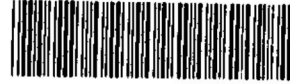
<p style="text-align: center;">2 LOTS</p> <p>Bosco Jonson Pty Ltd A.B.N 95 282 532 642 P.O. Box 243, South Melbourne, Vic 3205 71 Palmerston Crescent South Melbourne Vic 3205 Australia DX 20524 Emerald Hill Tel 03) 9699 1400 Fax 03) 9699 5992</p> 	<p>LICENSED SURVEYOR (PRINT) GEOFFREY JAMES TURNER</p> <p>SIGNATURE DATE 24 / 3 / 03</p> <p>REF 3480003 24/03/03 VERSION C</p> <p>DWG 348000AC</p>
---	--

<p style="text-align: center;">LR use only</p> <p>Statement of Compliance/ Exemption Statement</p> <p>Received <input checked="" type="checkbox"/></p> <p>Date 29 / 9 / 03</p> <p style="text-align: center;">LR use only</p> <p>PLAN REGISTERED TIME 4.37 pm DATE 6 / 10 / 03</p> <p style="text-align: center;"><i>Assistant Registrar of Titles</i> Assistant Registrar of Titles</p> <p style="text-align: center;">Sheet 1 of 2 sheets</p>	<p>DATE 31 / 7 / 2003</p> <p>COUNCIL DELEGATE SIGNATURE</p> <p style="text-align: center;">Original sheet size A3</p>
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AC212020Y

21/07/2003 \$59 173



**Application by a responsible
authority for the making of a
recording of an agreement**
Section 181 **Planning and Environment Act 1987**

Form 13

Lodged at the Land Titles Office by:

Name: MADDOCKS
Phone: 9288 0555
Address: Level 7, 140 William Street, Melbourne, Victoria, 3000
Ref: GOC:LMF:868720
Customer Code: 1167E

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

Land: Volume 10306 Folio 580

Authority: Cardinia Shire Council of Henty Way, Pakenham, 3810

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

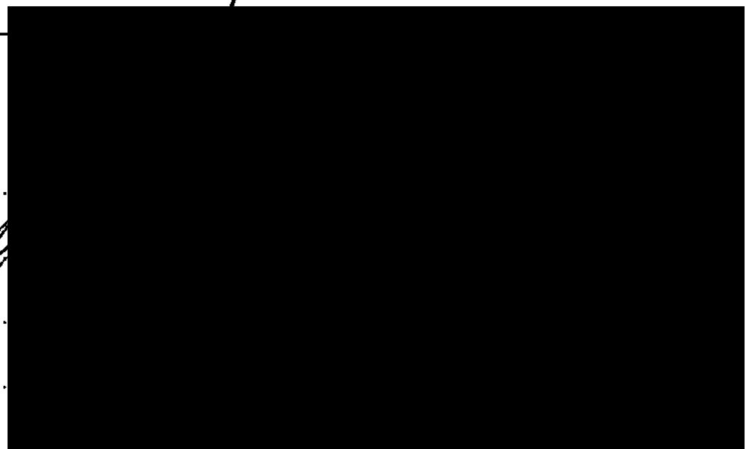
A copy of the agreement is attached to this application

Signature for the Authority:

Name of officer:

Office held:

Date:



DAC212020Y-1-1

RB

1069700/AAAN/MA0120705 11
21-7-03

Maddock Lonie & Chisholm

LAWYERS

Maddocks

Lawyers
140 William Street
Melbourne Victoria 3000 Australia
Telephone 61 3 9288 0555
Facsimile 61 3 9288 0666
Email info@maddocks.com.au
www.maddocks.com.au
DX 259 Melbourne

Date 17/ 7 /2003

SECTION 173 AGREEMENT

55 Old Princes Highway, Beaconsfield

CARDINIA SHIRE COUNCIL
and

PARKLEA PTY LTD
ACN 005 736 256

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Affiliated offices
Adelaide, Brisbane, Colombo, Dubai,
Hong Kong, Jakarta, Kuala Lumpur,
Manila, Mumbai, New Delhi, Perth,
Singapore, Sydney, Tianjin

THIS AGREEMENT is made on

17 July

2003

BETWEEN

CARDINIA SHIRE COUNCIL
of Henty Way, Pakenham, 3810, Victoria

("Council")

AND

PARKLEA PTY LTD ACN 005 736 256
of 418 Princes Highway, Narre Warren, 3805, Victoria

("Owner")

RECITALS

- A. The Owner is the registered proprietor of the subject land.
- B. The Council is the Responsible Authority pursuant to the Act for the Scheme. Cardinia is the vendor of the subject land.
- C. The Owner has purchased the subject land from Cardinia on condition that the Owner enters into an agreement pursuant to section 173 of the Act imposing conditions in respect of the use and development of the subject land.
- D. Council and the Owner have agreed that without limiting or restricting their respective powers to enter into this Agreement and in so far as it can be so treated, this Agreement is made pursuant to Section 173 of the Act.

THE PARTIES AGREE

1. DEFINITIONS



DAC212020Y-3-8

In this Agreement unless expressed or implied to the contrary:

"Act" means the Planning and Environment Act 1987;

"Agreement" means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement;

"approved" means approved by the Council;

"business day" means Monday to Friday excluding public holidays in Victoria;

"Cardinia" means Council acting in its capacity as a Council but not as a responsible authority or a planning authority under the Act;

"Contract of Sale" means a contract of sale made between Cardinia as Vendor and the Owner as purchaser for the sale to the Owner of the subject land;

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"Owner" means the person or persons from time to time registered or entitled 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;

"planning approval" means and includes any planning permit issued in accordance with the Act;

"practically completed" or "practical completion" means upon the issue of an unconditional Occupancy Permit or Certificate of Final Inspection (as the case may be) pursuant to the *Building Act* 1993 in respect of all aspects of the proposed development;

"proposed development" means the development of the subject land in accordance with the concept plans attached to Annexure "A" to this Agreement;

"Scheme" means the Cardinia Planning Scheme;

"subject land" means the land described in certificate of title volume 10306 folio 580 being 55 Old Princes Highway, Beaconsfield or any part of that land;

"substantially commenced" means the structural support footings or ground level structural floor system for the underground carpark component of the proposed development on the subject land have been constructed.

2. AGREEMENT UNDER SECTION 173 OF THE ACT

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

3. EFFECT OF AGREEMENT

3.1 This Agreement is effective from the date of this Agreement.

3.2 The Owner's use and development of the subject land is subject to the conditions and obligations set out in this Agreement which provide for the use or development of the subject land for the specified purposes and which are intended to achieve or advance the objectives of the Scheme.

3.3 The Owner's obligations will take effect as separate and several covenants which will be annexed to and run at law and equity with the subject land to bind the Owner and each successor, assign or transferee of the Owner including the registered proprietor, the mortgagee in possession and the beneficial owner for the time being of the subject land.

OWNER'S WARRANTIES

Without limiting the operation or effect of this Agreement, the Owner warrants that:

4.1 except for the parties to this Agreement, any mortgagee who has consented to this Agreement, and any other persons disclosed in writing to the Council before the signing of this Agreement, no other person has any interest either



legal or equitable in the subject land which may be affected by this Agreement or by development or use of the subject land pursuant to the Scheme or any permit or approved plan under the Scheme;

- 4.2 the Owner has obtained all necessary authorities and consents to bind all other persons who have any interest either legal or equitable in the subject land.

5. SUCCESSORS IN TITLE

Without limiting the operation or effect of this Agreement, the Owner must ensure that, until this Agreement is recorded on the folio of the register which relates to the subject land, the Owner's successors in title will:

- 5.1 give effect to, do all acts and sign all documents requiring those successors to give effect to this Agreement; and
- 5.2 execute a deed agreeing to be bound by this Agreement.

6. COVENANTS OF OWNER

The Owner covenants and agrees that:



DAC212020Y-5-4

6.1 Use and Development

- 6.1.1 the Owner will only develop and use the subject land in accordance with the concept plans contained in Annexure "A" to this Agreement ("the proposed development") or as subsequently agreed by Cardinia which consent is required to be given pursuant to this sub-clause of this Agreement;
- 6.1.2 the proposed development must be substantially commenced within 3 months of the settlement date specified in the Contract of Sale;
- 6.1.3 the proposed development must be practically completed within 24 months of the settlement date specified in the Contract of Sale;
- 6.1.4 no subdivision of the subject land will occur within 5 years of the settlement date under the Contract of Sale without the Owner first obtaining Cardinia's consent.

7. FURTHER COVENANTS OF OWNER

7.1 No Rezoning

The Owner covenants not to seek or support any change in the zoning of the subject land under the Scheme without the written consent of Cardinia first had and obtained.

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7.2 Notice

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

7.3 Compliance

The Owner covenants to:

- 7.3.1 comply with the requirements of all statutory authorities in relation to the development of the subject land;
- 7.3.2 comply with all statutes, regulations, local laws and planning controls in relation to the subject land; and
- 7.3.3 take all necessary steps to comply with the obligations of each clause in this Agreement;

7.4 Registration



DAC212020Y-6-2

The Owner covenants to:

- 7.4.1 consent to the Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the folio of the Register which relates to the subject land in accordance with Section 181 of the Act; and
- 7.4.2 do all things necessary to enable the 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 the recording to be made in the Register under that Section.

7.5 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.

7.6 Council's Costs to be Paid

The Owner covenants to pay immediately on demand to the Council the Council's reasonable costs and expenses (including legal expenses) incidental to the enforcement of this Agreement which (until paid) are and remain a charge on the subject land.

7.7 Indemnity

The Owner covenants to indemnify and keep indemnified the Council, its officers, employees, agents, workmen and contractors from and against all costs, expenses, losses or damages which they or any of them may sustain incur or suffer or be or become liable for or in respect of any suit action





proceeding judgment or claim brought by any person arising from or referable to this Agreement or any non-compliance with this Agreement.

7.8 Non-Compliance

If the Owner has not complied with this Agreement within 30 days after service of a notice by the Council specifying the non-compliance, the Owner covenants:

- 7.8.1 to allow the Council its officers, employees, contractors or agents to enter the subject land and rectify the non-compliance;
- 7.8.2 to pay to the Council on demand, the Council's reasonable costs and expenses incurred as a result of the non-compliance which (until paid) are and remain a charge on the subject land;
- 7.8.3 upon the request of the Council, to execute in favour of the Council a mortgage to secure the Owner's obligations under this Agreement and acknowledges that any breach of this Agreement is deemed to be a default under the mortgage;
- 7.8.4 to pay interest at the rate of 2% above the rate prescribed under the *Penalty Interest Rates Act* 1983 on all moneys outstanding under this Agreement until they are paid in full;

and the Owner agrees:

- 7.8.5 to accept a certificate signed by the Chief Executive of the Council (or nominee of the Chief Executive) as prima facie proof of the costs and expenses incurred by the Council in rectifying the Owner's non-compliance with this Agreement; and
- 7.8.6 that any payments made for the purposes of this Agreement are appropriated first in payment of any interest and any unpaid costs and expenses of the Council and then applied in repayment of the principal sum.

7.9 Standard of Works

The Owner covenants to comply with the requirements of this Agreement and to complete all works required by this Agreement as expeditiously as possible at its cost and to the satisfaction of the Council.

7.10 Council Access

The Owner covenants to allow the Council and its officers, employees, contractors or agents or any of them, to enter the subject land (at any reasonable time) to assess compliance with this Agreement.





8. RE-TRANSFER OF TITLE

- 8.1 If the Owner is in breach of its covenants under clause 6.1 of this Agreement, the Owner shall at Cardinia's option re-transfer to Cardinia the subject land freed and discharged from all mortgages and all encumbrances except those encumbrances which the Owner purchased subject to the Contract of Sale.
- 8.2 In the event that Cardinia exercises its right to a re-transfer of the title to the subject land, the purchase price of the subject land shall be the lesser of the following:
- 8.2.1 the Price specified under the Contract of Sale; or
 - 8.2.2 the market value of the subject land assessed by a qualified valuer agreed upon in writing by the parties, or failing agreement within 21 days, then as determined by a qualified valuer nominated by the President (or any succeeding officer or, in his absence, the similar representative) of the Australian Property Institute Incorporated (Victorian Division) (or its succeeding body).
- 8.3 In the event that Cardinia exercises its right to a re-transfer of the title to the subject land, the market value of all improvements constructed on the subject land shall be added to the purchase price calculated in accordance within clause 8.2 of this Agreement. The market value of all such improvements shall be determined by a qualified valuer agreed upon in writing by the parties or, failing agreement within 21 days, then as determined by a qualified valuer nominated by the President (or succeeding officer, or in his absence, the similar representative) of the Australian Property Institute Incorporated (Victorian Division) (or its succeeding body).
- 8.4 The Owner shall pay all costs and legal expenses in connection with such re-transfer of the subject land.
- 8.5 The Owner agrees upon execution of this Agreement to deliver to Cardinia an executed transfer in respect of the subject land to be held by Cardinia in escrow pending practical completion of the proposed development within the time specified in clause 6.1.3.
- 8.6 The Owner agrees that Cardinia shall be entitled to effect the re-transfer of the subject land in the circumstances set out in clause 8.1.
- 8.7 For the purpose of giving full force and effect to this clause 8 the Owner hereby irrevocably appoints Cardinia as the attorney of the Owner to do all things including complete, execute and deliver all documents necessary to sell and transfer to Cardinia any land which Cardinia lawfully requires the Owner to sell and transfer to Cardinia pursuant to this clause and the Owner hereby agrees to ratify and does hereby ratify all acts and things done by Cardinia pursuant to the power of attorney hereby granted.

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- 8.8 The exercise of Cardinia's right to a re-transfer of the subject land shall be without prejudice to any other rights of Cardinia.

9. POWER OF ATTORNEY

- 9.1 The Owner appoints the Council and any persons deriving title under the Council, as the attorney of the Owner for the purposes of carrying out the Owner's obligations under this Agreement if the Owner fails to do so.
- 9.2 The Council may not execute any documents under this power of attorney referred to in this Agreement unless the Owner has failed to comply with this Agreement within 30 days after the date of service by Council of a notice specifying such non-compliance.

10. GENERAL

10.1 Further Assurance



Each party must promptly execute and deliver all documents and take all other action necessary or desirable to effect, perfect or complete the transactions contemplated by this Agreement.

10.2 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 the Council against the Owner will not in any way amount to a waiver of any of the rights or remedies of the Council in relation to the terms of this Agreement.

10.3 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 remain operative.

10.4 No Fettering of Council's Powers

This Agreement does not fetter or restrict the power or discretion of the Council to make or impose requirements or conditions in connection with any use or development of the subject land or the granting of any planning approval, the approval or certification of any plans of subdivision or consolidation applicable to the subject land or the issue of a Statement of Compliance in connection with any such plans.

ENDING OF AGREEMENT

- 11.1 This Agreement ends on the date upon which Cardinia must reasonably notify the Owner in writing either that Cardinia no longer requires the Owner to comply with its obligations as specified in this Agreement or that

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the Owner has fully complied with all of its obligations as specified in this Agreement ("the Termination Date").

- 11.2 As soon as reasonably practicable after the Termination Date, the Council will at the request and at the cost of the Owner make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the register.

12. NOTICES

12.1 Service of Notice



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

- 12.1.1 personally on the party; or
- 12.1.2 by sending it by pre-paid post, addressed to that party at the address for service specified in this document or subsequently notified to each party;
- 12.1.3 by facsimile to the person's number for service specified in this document or subsequently notified to each party.

12.2 Time of Service

A notice or other communication is deemed served:

- 12.2.1 if served personally, upon service;
- 12.2.2 if posted within Australia to an Australian address, two business days after posting and in any other case, seven business days after posting;
- 12.2.3 if served by facsimile, at the time indicated on the transmission report produced by the sender's facsimile machine indicating that the facsimile was sent in its entirety to the addressee's facsimile; or
- 12.2.4 if received after 6.00 pm in the place of receipt or on a day which is not a business day, at 9.00 am on the next business day.

13. INTERPRETATION

In this Agreement, unless expressed or implied to the contrary:

- 13.1 undefined terms or words have the meanings given in the Act or the Scheme;
- 13.2 the singular includes the plural and the plural includes the singular;
- 13.3 a reference to a gender includes a reference to the other genders;

- 13.4 a reference to a person includes a reference to a firm, corporation or other corporate body;
- 13.5 if a party consists of more than one person this Agreement binds them jointly and each of them severally;
- 13.6 a reference to a "planning scheme" or "the Scheme" includes any amendment, consolidation, or replacement of such scheme and any document incorporated by reference into such scheme;
- 13.7 a reference to a statute includes any statutes amending, consolidating or replacing those statutes and any regulations made under the statutes;
- 13.8 where, in this Agreement, the Council may exercise any power, duty or function, that power may be exercised on behalf of the Council by an authorised or delegated officer;
- 13.9 all headings are for ease of reference only and do not affect the interpretation of this Agreement;
- 13.10 the Recitals to this Agreement form part of this Agreement.
- 13.11 a reference in this Agreement to Cardinia means a reference to Council in its capacity as owner of the subject land and not in its capacity as the Responsible Authority under the Planning Scheme. A reference in this Agreement to Council means a reference to Council in its capacity as the Responsible Authority under the Planning Scheme and not in its capacity as owner of the subject land;
- 13.12 wherever in this Agreement the consent or agreement of Cardinia is required to be given, such consent must be in writing and must be given by Cardinia acting as a Council not as the responsible authority or planning authority.

EXECUTED by the parties



DAC212020Y-11-8

The COMMON SEAL of the
CARDINIA SHIRE COUNCIL was



AC212020Y

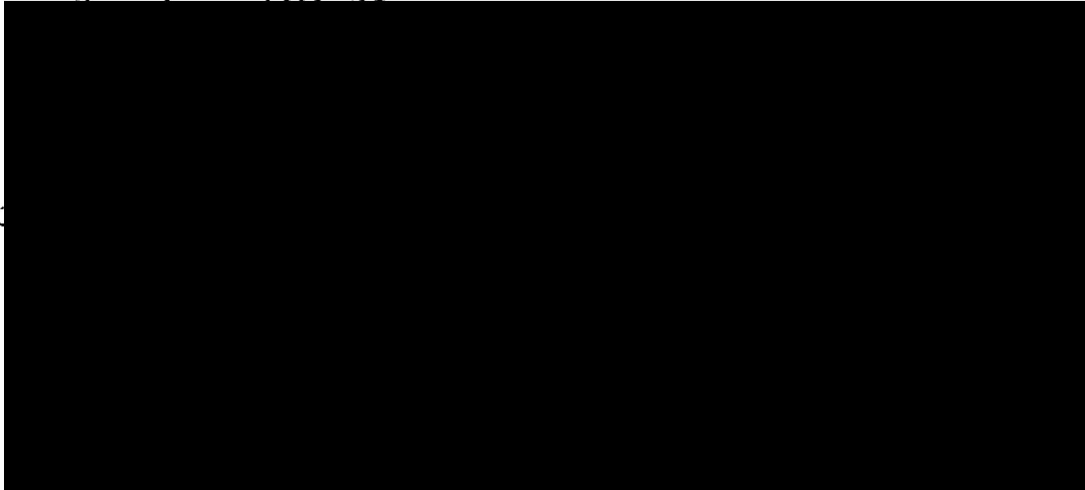


21/07/2003

\$59

173

THE COMMON SEAL of PARKLEA
PTY LTD ACN 005 736 256 was affixed
in the presence of authorised persons:



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AC212020Y

21/07/2003 \$59 173



DAC212020Y-12-1

ANNEXURE "A"

Concept Plan

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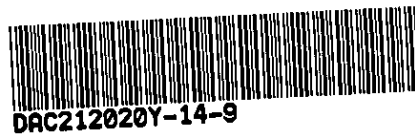


DAC212020Y-13-5

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AC212020Y

21/07/2003 \$59

173



AC366666K

29/09/2003 \$59 173



**APPLICATION BY
RESPONSIBLE AUTHORITY,
RELEVANT AUTHORITY,
REFERRAL AUTHORITY OR COUNCIL
FOR THE MAKING OF A RECORDING OF AN
AGREEMENT
SECTION 181(1) PLANNING AND ENVIRONMENT ACT 1987**

Lodged by:

Name : DUFFY & SIMON
LAWYERS
Phone : (03) 5941 1622
Address : John Street, Pakenham
Ref : DD:KA:03.8.214
Customer Code : 0756P

The authority or council having made an agreement requires a recording to be made in the Register for the land.

LAND : Certificate of Title Volume 10306 Folio 580 NOW=10755/457
AUTHORITY OR COUNCIL : Cardinia Shire Council of Municipal
Offices, Henty Way, Pakenham, 3810
SECTION AND ACT UNDER WHICH AGREEMENT MADE : Planning and Environment Act 1987,
Section 173

9 458 13
10
03

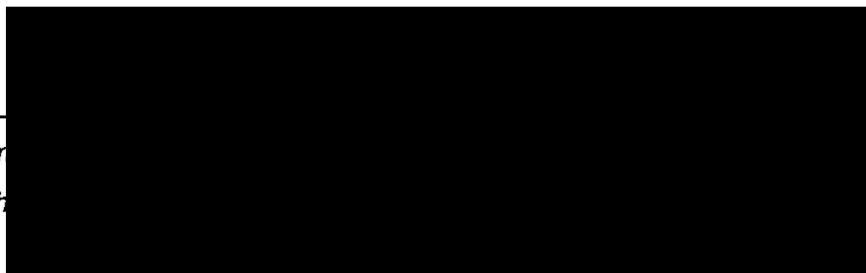
A copy of the agreement is attached to this application

Date: : the 24th day of September 2003

Signed :

Name

Auth



13 OCT 2003



DAC366666K-1-1

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THIS AGREEMENT UNDER SECTION 173 OF THE PLANNING AND ENVIRONMENT ACT 1987 is made on the 2nd day of September 2003

BETWEEN

CARDINIA SHIRE COUNCIL
of Municipal Offices, Henty Way, Pakenham

("Council")

AND

PARKLEA PTY LTD (ACN 005 736 256)
of 2/418 Princes Highway, Narre Warren

("the Owner")

RECITALS

- A. The Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. On the 7th July 2003 Council issued Amended Planning Permit No. T020782 ("the Planning Permit") allowing the Subject Land to be subdivided into two (2) lots generally in accordance with the Endorsed Plan. Condition 6 of the Planning Permit requires the Owner to enter into this Agreement to provide for the matter set out in that condition. A copy of the Planning Permit is attached to this Agreement and marked "A".
- D. The parties enter into this Agreement:
 - (a) to give effect to the requirements 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 Subject Land.

THE PARTIES AGREE



1. DEFINITIONS

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

Act means the Planning and Environment Act 1987;

Agreement means this agreement and any agreement executed by the parties expressed to be supplemental to this Agreement;

Endorsed Plan means the plan approved and endorsed with the stamp of Council from time to time as the plan which forms part of the Planning Permit. A copy of the plan endorsed as at the date of this Agreement is attached to this Agreement and marked with the letter "B";

Lot means a lot on the Endorsed Plan;

Mortgagee means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Subject Land or any part of it;

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 of the Subject Land or any part of it and includes a Mortgagee-in-possession;



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Party or parties means the Owner and Council under this Agreement as appropriate;

Planning Scheme means the Cardinia Planning Scheme and any other planning scheme that applies to the Subject Land;

Subject Land means the land situated at 55 Old Princes Highway, Beaconsfield being the land referred to in Certificate of Title Volume 10306 Folio 580 and 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.

2. INTERPRETATIONS

In this Agreement unless the context admits otherwise:



DAC366666K-3-7

- 2.1 The singular includes the plural and vice versa.
- 2.2 A reference to a gender includes a reference to each other gender.
- 2.3 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.
- 2.5 A term used in the 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.
- 2.6 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.
- 2.7 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- 2.8 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 provided that if the Subject Land is subdivided, 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.

3. SPECIFIC OBLIGATIONS OF THE OWNER

- 3.1 The Owner acknowledges the Council has an interest in the drainage asset located within the easement E-2 on plan of subdivision 512313Y over which shop 18 is proposed to be constructed. Council reserves the right to access its easement and any associated works at no cost to Council.

4. FURTHER OBLIGATIONS OF THE OWNER

4.1 Notice and Registration

The Owner further covenants and agrees that the Owner will bring this Agreement to the attention of all prospective purchasers, lessees, mortgagees, chargees, transferees and assigns.

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29/09/2003 \$59

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4.2 Further actions



The Owner further covenants and agrees that:

4.2.1 the Owner will do all things necessary to give effect to this Agreement;

4.2.2 the Owner will make application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of Title to the Subject Land in accordance with Section 181 of the Act and covenant to do all things necessary to enable the Agreement to be recorded including procuring the consent to this Agreement of any Mortgagee or Caveator.

4.3 Council's Costs to be Paid

The Owner further covenants and agrees that 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,

5. 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 it can be so treated, this Agreement is made as a Deed pursuant to Section 173 of the Act.

6. 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 who 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.

7. SUCCESSORS IN TITLE

Without limiting the operation or effect that 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:

7.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and.

7.2 execute a deed agreeing to be bound by the terms of this Agreement.

8. GENERAL MATTERS

8.1 Notices

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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:

8.1.1 by delivering it personally to that party;

8.1.2 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

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29/09/2003 \$59 173



- 8.1.3 by 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.

8.2 Service of Notice

A notice or other communication is deemed served:

- 8.2.1 if delivered, on the next following business day;
- 8.2.2 if posted, on the expiration of two business days after the date of posting; or
- 8.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

8.3 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.

8.4 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.

8.5 No Fettering of Council's Powers

It is acknowledged and agreed that this Agreement does not fetter or restrict the power of 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.

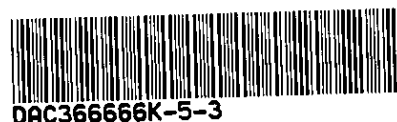
9. COMMENCEMENT OF AGREEMENT

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

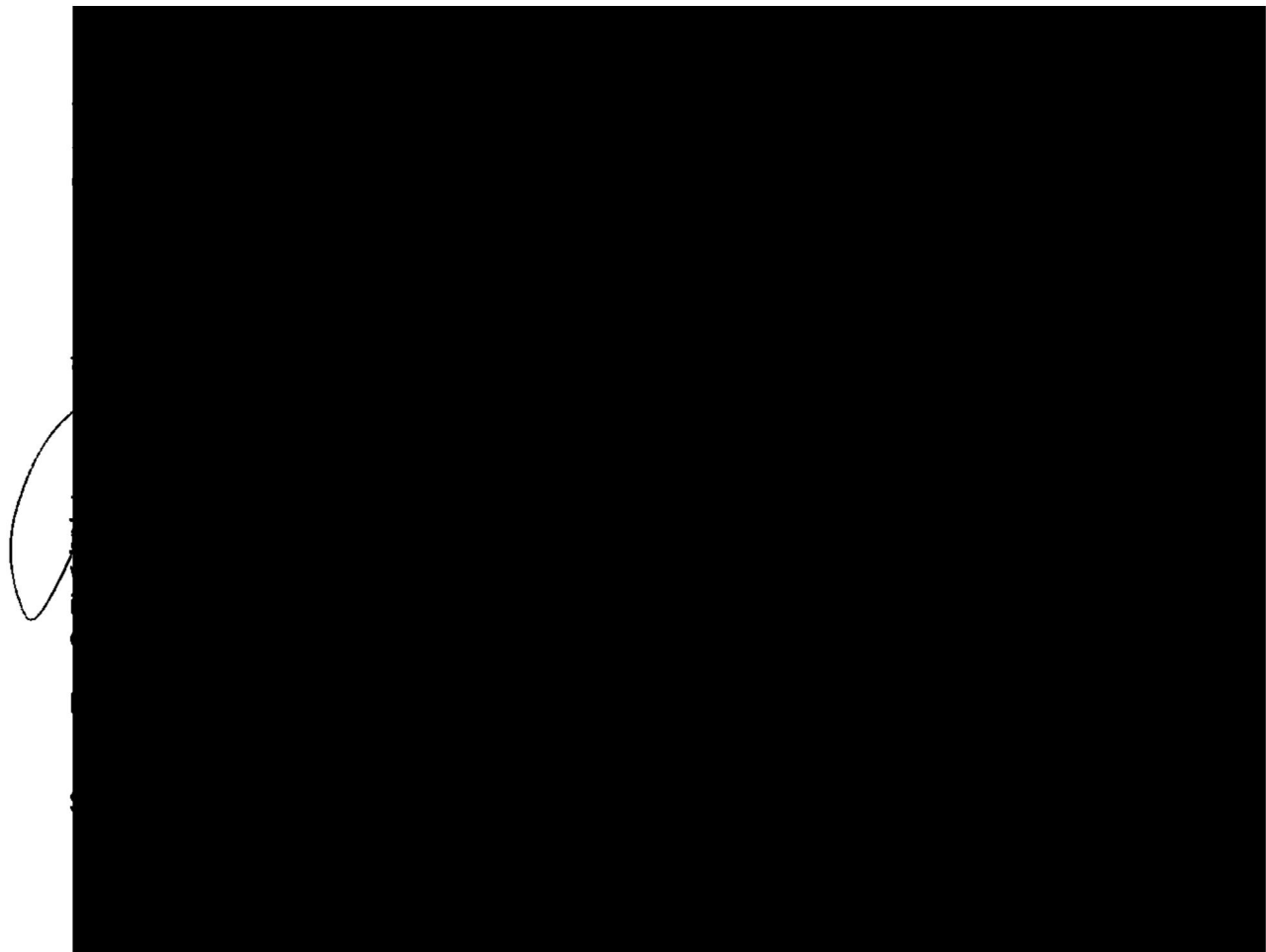
10. ENDING OF AGREEMENT

Upon the Owner complying with all conditions and obligations herein contained in this Agreement, the Owner may make application to the Council for the ending of the Agreement.

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SIGNED, SEALED AND DELIVERED by the parties on the date set out at the commencement of this Agreement,



Mortgagee's Consent

Nil.

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"A"



AMENDED PERMIT

Form 4

Permit No: T020782
Planning Scheme: Cardinia Planning Scheme
Responsible Authority: Cardinia Shire Council

ADDRESS OF THE LAND: CP351964, 55 Old Princes Highway, Beaconsfield

THE PERMIT ALLOWS: Subdivide the land into two (2) lots generally in accordance with the plans submitted, subject to the following conditions

Date amended:	What has been amended:
7 th July, 2003	Amend permit description & delete condition 4b, inserting new condition 5.

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

- The layout of the subdivision, as shown on the approved plan/s, must not be altered or modified without the consent in writing of the responsible authority.
- The owner of the land must enter into agreements with the relevant authorities for the provision of water supply, drainage, sewerage facilities, electricity, gas and telecommunication services to each lot shown on the approved plan in accordance with the authority's requirements and relevant legislation at the time.
- The plan of subdivision submitted for certification under the Subdivision Act 1988 must be referred to the relevant authority in accordance with Section 8 of that Act.
- Prior to the issue of a statement of compliance:
 - A new property drainage connection point must be provided to service proposed lot 1; in accordance with plans and specifications approved by the Responsible Authority.
- All existing and proposed easements and sites for existing or required utility services and roads on the land must be set aside in the plan of subdivision submitted for certification in favour of the relevant authority for which the easement or site is to be created.
- The developer of the land is required to enter into a Section 173 agreement under the planning and Environment Act 1987 with Council to protect Council's interest in the existing drainage asset located within the easement over which shop 18 is proposed to be built. The agreement must be finalised and registered prior to the occupancy of any of the proposed shops. The form and content of the agreement on title must be to the satisfaction of the responsible authority, and all costs relating to the preparation and registration of the agreement on title must be met by the permit holder.
- This permit will expire if:
 - the subdivision is not commenced within two (2) years of the date of this permit; or
 - the subdivision is not completed within five (5) years of the date of commencement.

The responsible authority may extend the periods referred to, if a request is made in writing

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Date Issued: 24 January, 2003

Signature for the Responsible Authority :

AMENDED PERMIT

Form 4

Permit No: T020782
Planning Scheme: Cardinia Planning Scheme
Responsible Authority: Cardinia Shire Council

ADDRESS OF THE LAND: CP351964, 55 Old Princes Highway, Beaconsfield

THE PERMIT ALLOWS: Subdivide the land into two (2) lots generally in accordance with the plans submitted, subject to the following conditions

Date amended:	What has been amended?
7 th July, 2003	Amend permit description & delete condition 4b, inserting new condition 5.

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

before the permit expires or within three (3) months afterwards.

(Note: The starting of the subdivision is regarded by Section 68(3A) of the Planning and Environment Act 1987 as the certification of a plan, and completion is regarded as the registration of the plan.)

8. Melbourne Water
Prior to the issue of a Statement of Compliance, the owner must enter into and comply with an agreement with Melbourne Water Corporation, under Section 269A of the Melbourne and Metropolitan Board of Works Act 1958, for the provision of drainage works and the acceptance of surface and storm water from the subject land directly or indirectly into Melbourne Water's drainage system.
9. No polluted and/or sediment laden runoff is to be discharged directly or indirectly into Melbourne Water's drains or watercourses.
10. Prior to Certification, the Plan of Subdivision must be referred to Melbourne Water, in accordance with Section 8 of the Subdivision Act 1988.

Note

If further information is required in relation to Melbourne Water's permit conditions shown above, please contact Tania Wallace-Smith on telephone 9235 2210, quoting Melbourne Water's reference 78950.




DAC36666K-8-8

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Date Issued: 24 January, 2003

Signature for the Responsible Authority :

"B"

PLAN OF SUBDIVISION				Stage No.	LR use only EDITION	Plan Number PS 512313Y				
Location of Land Parish: PAKENHAM Township: --- Section: A Crown Allotment: --- Crown Portion: 1 (PART) Title Reference: VOL 10306 FOL 580 Last Plan Reference: PC 351964N Postal Address: BERWICK - BEACONSFIELD ROAD (at time of subdivision) BEACONSFIELD AMG Co-ordinates E 356 700 Zone: 55 (of approx. centre of land in plan) N 5787 800				Council Certification and Endorsement Council Name: CARDINIA SHIRE COUNCIL Ref: 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 / / 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. OPEN SPACE (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stages: Council Delegate Council Seal Date / / Re-certified under section 11(7) of the Subdivision Act 1988 Council Delegate Council Seal Date / /						
Vesting of Roads and/or Reserves <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Identifier</th> <th style="width: 85%;">Council/Body/Person</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">NIL</td> <td style="text-align: center;">NIL</td> </tr> </tbody> </table>				Identifier	Council/Body/Person	NIL	NIL	Notations Staging This is/ is not a staged subdivision Planning Permit No. - Depth Limitation DOES NOT APPLY		
Identifier	Council/Body/Person									
NIL	NIL									
<div style="border: 1px solid red; padding: 5px; color: red; margin: 10px auto; width: 80%;"> This copied document is made available for the purpose of the planning process as set out in the Planning and Environment Act 1987. The information must not be used for any other purpose. By taking a copy of this document you acknowledge and agree that you will only use the document for the purpose specified above and that any dissemination, distribution or copying of this document is strictly prohibited. </div> <div style="text-align: left; margin-top: 10px;">  DAC366666K-9-6 </div> <div style="text-align: right; margin-top: 10px;"> Survey This plan is/is not based on survey This survey has been connected to permanent marks no(s) PM 42, 46 In Proclaimed Survey Area No. 45 </div>										
Easement Information Legend: E - Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance A - Appurtenant Easement R - Encumbering Easement (Road)					LR use only Statement of Compliance/Exemption Statement Received <input type="checkbox"/> Date / /					
Subject and	Purpose	Width (metres)	Origin	Land Benefited/In Favour Of	LR use only PLAN REGISTERED TIME DATE / / Assistant Registrar of Titles Sheet 1 of 2 sheets					
E-1 E-1	SEWERAGE SEWERAGE	SEE DIAG SEE DIAG	THIS PLAN THIS PLAN	LOTS ON THIS PLAN SOUTH EAST WATER						
E-2	<div style="border: 1px solid black; padding: 5px;"> APPROVED PLAN PLANNING AND ENVIRONMENT ACT 1987 CARDINIA PLANNING SCHEME PERMIT No. 7020782 SHEET 1 OF 2 SIGNED [Signature] DATE 7/7/03 </div>	SEE DIAG SEE DIAG	PC 351964N	LAND IN LP 147771						
2 LOTS										
Bosco Jonson Pty Ltd A.B.N 95 282 532 642 P.O. Box 243, South Melbourne, Vic 3205 71 Palmerston Crescent South Melbourne Vic 3205 Australia DX 20524 Emerald Hill Tel 03) 9699 1400 Fax 03) 9699 5992					LICENSED SURVEYOR (PRINT) GEOFFREY JAMES TURNER SIGNATURE DATE / / REF 3480003 DWG 348000AC 24/03/03 VERSION C COUNCIL DELEGATE SIGNATURE Original sheet size A3					

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Sheet 2 of 2 sheets

DATE / /

LICENSED SURVEYOR (PRINT) GEOFFREY JAMES TURNER

SIGNATURE

REF 3480003

DATE / / 24/03/03

LENGTHS ARE IN METRES

SCALE



ORIGINAL

SCALE 1:750
SHEET SIZE A3

2 LOTS

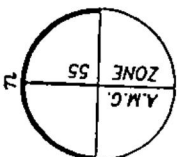


Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 243, South Melbourne, Vic 3205
71 Palmerston Crescent South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 031 9509 1400 Fax 031 9509 8888

PLAN OF SUBDIVISION

Stage No. /

Plan Number
PS 512313Y



SYLVIA ROAD

ROAD

A
8421m²

WALLACE STREET

BERWICK - BEACONSFIELD ROAD

APPROVED PLAN
PLANNING AND ENVIRONMENT ACT 1937
CARDINIA PLANNING SCHEME

PERMIT No. **7020782**

SHEET **2** OF **2**

SIGNED

DATE

7/7/03

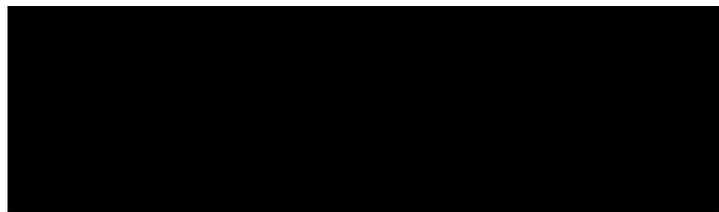
Receipt

Receipt No
Amount Paid
Transaction Status
Transaction Date
Reference 1
Reference 2
Reference 3



Applicant PARKLEA PTY LTD
Applicant Address 2/418 418 PRINCES HIGHWAY, Narre Warren
VIC 3805

Owner
Owner Address



Preferred Contact

Beveridge Williams

Preferred Contact Address

1 Glenferrie Rd, Malvern VIC 3144

Site Address

Shop 9 55 Old Princes Highway Beaconsfield
3807

Portal Reference
ReferenceNumber

T250427

InvoiceNumber
InvoiceDate
InvoicePayByDate

18-Jul-2025
17-Aug-2025

Regulation	Description	Amount	Modifier	Modified Amount
9 - Class 8	VicSmart application more than \$10,000	\$487.50	100%	\$487.50

Total Amount

\$487.50

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ePlanning

Application Summary

Portal Reference	D32524KN
Reference No	T250427

Basic Information

Cost of Works	\$20,000
Site Address	Shop 9/ 55 Old Princes Highway Beaconsfield VIC 3807

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.

Documents Uploaded

Date	Type	Filename
21-08-2025	Additional Document	2501950 - Town Planning Report - 55 Old Princes Highway Beaconsfield.pdf
21-08-2025	Additional Document	2501950 - RFI Response - 55 Old Princes Highway Beaconsfield.pdf
21-08-2025	Additional Document	415-001_AP BEACONSFILED LPO_DA REV_190825 updated.pdf

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

Lodged By

Site User	<div>██████████</div> Beveridge Williams	1 Glenferrie Road, Malvern VIC 3144	W: 03-9524-8888 M: 0479-193-201 E: mcdowellj@bevwill.com.au
Submission Date	21 August 2025 - 05:18:PM		

Declaration

☒ By ticking this checkbox, I,

██████████

, declare that all the information in this application is true and correct; and the Applicant and/or Owner (if not myself) has been notified of the application.



Civic Centre
20 Siding Avenue, Officer, Victoria
Council's Operations Centre

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

Monday to Friday
8.30am–5pm
Phone: 1300 787 624
After Hours: 1300 787 624



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

(Depot)
Purton Road, Pakenham, Victoria

Email: mail@cardinia.vic.gov.au

Fax: 03 5941 3784

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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 VC, 3810

Email: mail@cardinia.vic.gov.au

Monday to Friday 8.30am–
5pm

Phone: 1300 787 624

After Hours: 1300 787 624

Fax: 03 5941 3784

TOWN PLANING REPORT

Application No: 250427PA
Address: 9/55 OLD PRINCES HIGHWAY BEACONSFIELD 3807

Beveridge Williams acts on behalf of Shopfix Pty Ltd to present the following Planning Permit application for land in front of Shop 9, 55 Old Princes Highway, Beaconsfield.

The proposed smart parcel lockers will support the operation of the existing Australia Post Office located at Shop 9, 55 Old Princes Highway, Beaconsfield. Their installation responds to the growing community need for convenient parcel collection and enable the existing postal staff to focus on providing other services at the post office counter.

1.0 SUBJECT SITE AND CONTEXT

The Beaconsfield Post Office (defined as Postal Agency within **Clause 73.03**) is located at Shop 9, 55 Old Princes Highway within the interior area of Beaconsfield Shopping Plaza.

The Beaconsfield Shopping Plaza presents a built form of single storey shops that surround a landscaped central shared car parking area. Each shop fronts a wide pedestrian pathway. The shops have alternating pitched and flat parapets. Shade awnings and business signage is common on both the parapets and shopfronts.

The site is formally known as Lot A on Plan of Subdivision 512313Y. The certificate of title includes Agreement AC212020Y and AC366666K. The Plan of Subdivision includes some easements, but they are not within proximity to the Post Office tenancy or proposed parcel lockers.

Agreement AC212020Y is a Section 173 agreement that the owner will develop and use the land in accordance with the concept plans provided in the agreement. The proposal is not contrary to this agreement. **Agreement AC366666K** allows a drainage asset to be constructed in E-2 of the plan, which is away from the Post Office near Shop 18.



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2.0 THE PROPOSAL

It is proposed to install Smart Parcel Lockers immediately outside the frontage of the Post Office. This will involve the removal of a 4.29m by 0.95m (approx.) portion of garden bed between the pedestrian path in front of the tenancy and the communal carpark.

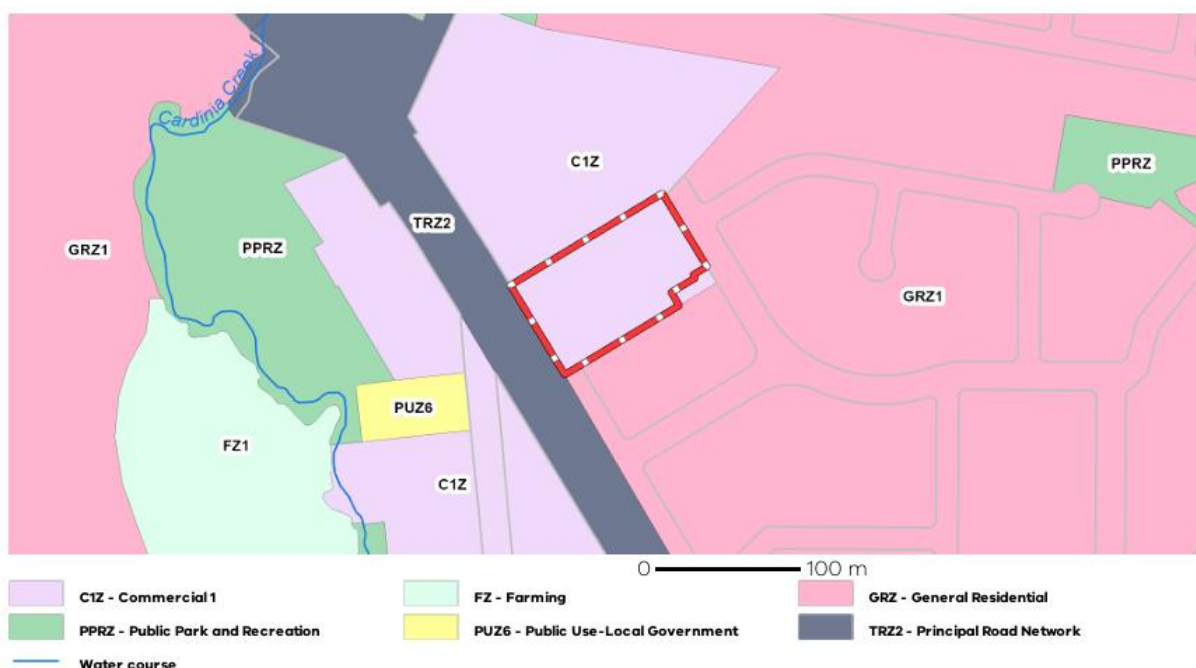
A new concrete slab will then be laid in place of the garden bed, allowing the parcel locker to be installed on. The parcel locker will face towards the post office, allowing lockers to be accessed from the covered pedestrian path in front of the building.

Metal flashing (colour-matched to the existing verandah) will be installed above the lockers from the existing gutter line to maintain the continuous cover over the parcel lockers and offer weather protection for people using them.

The parcel lockers will have a width of 3.42m and height of 2.32m.

3.0 PLANNING CONTROLS

The subject site is located within Cardinia Shire Council and subject to the Cardinia Shire Planning Scheme. It is within the **Commercial 1 Zone (C1Z)** and not subject to any overlays.



Within the Commercial 1 Zone, a Retail Premises (other than Shop), including a Postal Agency, is a Section 1 Use, not requiring a permit. However, Clause 34.01-4 requires planning permission for buildings and works.

Decision guidelines are provided at Clause 34.01-8.

We are of the view that the parcel lockers will not trigger any new requirements under *Clause 52.06 – Car Parking* of the Cardinia Planning Scheme, and whilst the site is within an area of Aboriginal Cultural Heritage Sensitivity, significant ground disturbance has occurred during the construction of the shopping centre.

4.0 PLANNING ASSESSMENT

Clause 11.03-1S and **Clause 11.03-1R** seek to concentrate commercial activities within activity centres to maximise accessibility for the community. The parcel lockers will be easily accessible to the community, who will be able to pick up online shopping at the same time as fulfilling their in-person retail needs. It significantly expands choices in services to the community by providing better access to digital retailers and reduces the number of motorised trips by concentrating commercial within a central location.

Clause 21.04-3 recognises that Beaconsfield is a *Large Neighbourhood Activity Centre*. In these area Council seeks to facilitate development to meet the needs of the existing and future community, and to recognise emerging technology and its impacts on future employment.

Clause 15 seeks to ensure that 'development' responds to surrounding character and built form. Planning should support functional and safe social environments and contribute to a sense of place. Planning should assist in minimising greenhouse gas emissions. The proposal will provide a high-quality parcel locker that fulfills a needed function within the activity centre (**Clause 15.01-1S**). The Australia Post colouring contributes to a commercial sense of place that responds to the commercial precinct (**Clause 15.01-5S**). The placement of the parcel locker within an activity centre will maximise the use of walking, cycling and public transport, as well as incidental shopping, supporting local businesses and minimising greenhouse gas emissions (**Clause 15.01-4R**).

The parcel lockers will support the ambitions of a diversified economy at **Clause 17.01-1S** by strengthening use of the existing commercial precinct, as well as allowing for online businesses and postage from regional businesses. This will facilitate *regional, cross-border and inter-regional relationships to harness emerging economic opportunities*. **Clause 17.02-1S** seeks to meet the community's need for commercial services. The application will locate commercial facilities within an existing activity centre.

The application will utilise the car parking and access of the existing postal agency. There is ample parking associated with the shopping precinct, so the lockers will generate more efficient use of this infrastructure in accordance with the ambitions at **Clause 19** (infrastructure). The lockers are accessible to persons on foot, bicycle and public transport and in accordance with **Clause 18** (Movement Network) without being detrimental to the broader transport networks.

As outlined in the following table, the parcel lockers satisfy the decision guidelines of the Commercial 1 Zone at Clause 34.01-8 of the Cardinia Planning Scheme.

Table 1: Clause 34.01 – Commercial 1 Zone – Decision Guidelines

Criteria	Assessment
<i>The Municipal Planning Strategy and the Planning Policy Framework.</i>	See above assessment.
<i>The interface with adjoining zones, especially the relationship with residential areas.</i>	<p>The parcel lockers are separated from nearby GRZ1 land to the north by the built form (existing shops) located at the rear of the shopping complex.</p> <p>The parcel lockers will be obscured from all vantage points outside the shopping complex. Therefore, there is no interface.</p>

<p><i>The movement of pedestrians and cyclists, and vehicles providing for supplies, waste removal, emergency services and public transport.</i></p>	<p>The proposed parcel lockers occupy space beside the existing pedestrian throughfare (footpath) so there is no impact.</p> <p>The footpath has ample width to allow persons to pause in front of the parcel lockers without disrupting other shoppers.</p>
<p><i>The provision of car parking.</i></p>	<p>The shopping complex is provided ample shared car parking. The parcel lockers do not increase the floor area of shop relying on the car park. There merely provide another option to access postal services (parcel delivery) outside the operating hours of the postal agency.</p>
<p><i>The streetscape, including the conservation of buildings, the design of verandahs, access from the street front, protecting active frontages to pedestrian areas, the treatment of the fronts and backs of buildings and their appurtenances, illumination of buildings or their immediate spaces and the landscaping of land adjoining a road.</i></p>	<p>The design of the parcel lockers is appropriate for a commercial area, as they support a necessary function of the postal agency, responding to the increasing community use of online trading and parcels.</p> <p>The parcel lockers are utilitarian in design, modest in size and neatly tuck within an area under the veranda of the existing building.</p> <p>The awning above the parcel locker will retain its existing form and be colour matched to the adjoining gutter-line. This will ensure that the shop continues to present in an appropriate manner to the car park.</p> <p>The design retains the existing trees within the carpark (only low ground covers are removed) and is appropriately sited and offset from the front windows of the postal agency ensuring natural light can enter the post office.</p> <p>The typical branding of Australia Post facilities ensuring community members can find and use the facility within the commercial area.</p>
<p><i>The storage of rubbish and materials for recycling.</i></p>	<p>The postal agency will continue its standard operations.</p>
<p><i>Defining the responsibility for the maintenance of buildings, landscaping and paved areas.</i></p>	<p>The postal agency will maintain the parcel lockers. The landscaping around the lockers will continue to be maintained in accordance with the current arrangement.</p>

<i>Consideration of the overlooking and overshadowing as a result of building or works affecting adjoining land in a General Residential Zone, Housing Choice and Transport Zone, Neighbourhood Residential Zone, Residential Growth Zone or Township Zone.</i>	The parcel lockers will not result in any shading or overlooking of residential properties. The lockers are not visible from outside the shopping complex and its car park.
<i>The impact of overshadowing on existing rooftop solar energy systems on dwellings on adjoining lots in a General Residential Zone, Housing Choice and Transport Zone, Mixed Use Zone, Neighbourhood Residential Zone, Residential Growth Zone or Township Zone.</i>	The parcel lockers will not impact any existing rooftop solar energy system.
<i>The availability of and connection to services.</i>	The existing shops are connected to all services. The parcel lockers require a power source which will be provided from the postal agency.
<i>The design of buildings to provide for solar access.</i>	N/A
<i>The objectives, standards and decision guidelines of Clause 54, Clause 55 and Clause 57. This does not apply to an apartment development.</i>	N/A
<i>For an apartment development, the objectives, standards and decision guidelines of Clause 58.</i>	N/A

The above analysis demonstrates that the proposed parcel lockers at 55 Old Princes Highway, Beaconsfield are in accordance with the Cardina Planning Scheme.

The proposed parcel lockers are permissible under the Commercial 1 Zone decision guidelines and will result in an outcome that favours the amenity of residents in Beaconsfield who will be able to access parcel collection outside the trading hours of the post office and without queuing. The parcel lockers are sited to have a strong connection to the existing post office whilst minimising the loss of landscaping features including the tree to the north. Furthermore, the lockers are offset from shop windows, do not disrupt pedestrian movement and can be conveniently accessed by users.

The parcel locker is entirely disconnected from any nearby residential land. Accordingly, it will have negligible impact on non-commercial land.

The shop awning above the parcel locker will have new colour matched flashing, providing full coverage to the parcel locker to improve its appearance and shield it from the inclement weather. The lockers themselves have standard Australia Post branding in a red finish and will be recognisable to the community in a similar manner to regular post boxes. This design is appropriate for a commercial area and will support the continued functioning of the Postal Agency.

The parcel locker will allow the surrounding local community to conveniently collect parcels and draw potential customers to Beaconsfield Shopping Plaza. For the reasons outlined above, it is requested that a planning permit is granted to facilitate the continued operation of Australia Post and provide improved service to the community.



Town Planner
BEVERIDGE WILLIAMS

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Australia Post



DRAWING LIST TRANSMITTAL - DA SUBMISSION

DWG NO.	DRAWING NAME	REVISION	DATE
DA-000	COVER PAGE	2	19.08.2025
DA-001	LOCATION PLAN	2	19.08.2025
DA-002	TITLE PLAN	2	19.08.2025
DA-003	BUILDING OVERLAY PLAN	2	19.08.2025
DA-004	EXISTING & DEMOLITION PLAN	2	19.08.2025
DA-005	PROPOSED PLAN	2	19.08.2025
DA-006	EXISTING & DEMOLITION ELEVATION	2	19.08.2025
DA-007	PROPOSED ELEVATION	2	19.08.2025
DA-008	PROPOSED SMART PARCEL LOCKER DETAILS	2	19.08.2025
DA-009	PROPOSED SMART PARCEL LOCKER SIGNAGE (DECAL)	1	19.08.2025
DA-010	EXISTING SITE PHOTOS	2	19.08.2025

AUSTRALIA POST
BEACONSFIELD LPO

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[DRAWINGS SHOULD BE PRINTED & READ IN COLOUR]



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Project
AUSTRALIA POST BEACONSFIELD LPO
Project Details / Address
SHOP 9 - 55 OLD PRINCES HIGHWAY BEACONSFIELD VIC 3807
Drawing
COVER PAGE

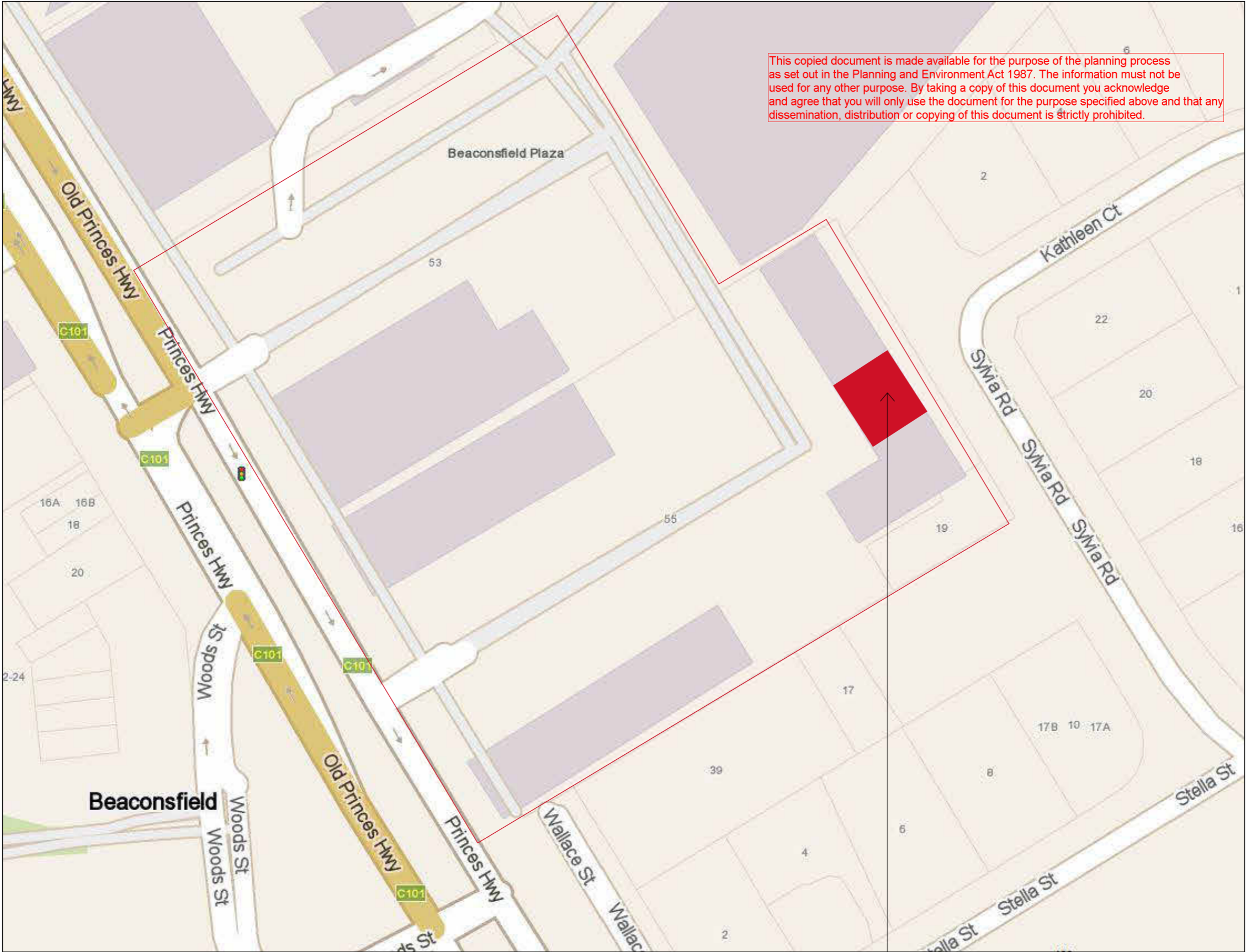
Revisions
1 07.07.2025 PLANNING PERMIT
2 19.08.2025 PLANNING PERMIT REV

Status
EB
EB
PLANNING
PERMIT REV

Project No.
415-001
Scale @ A3
Date
JULY 2025
Drawing No.
DA-000
Revision
2
Drawn By
EB



SITE LOCATION MAP



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LOCATION OF SHOP 9 / 55 OLD PRINCES HWY, BEACONSFIELD

N

BEACONSFIELD SHOPPING PLAZA

SUBJECT SITE

PLAN NUMBER
PS 512313 Y

SECTION
A

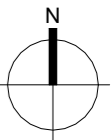
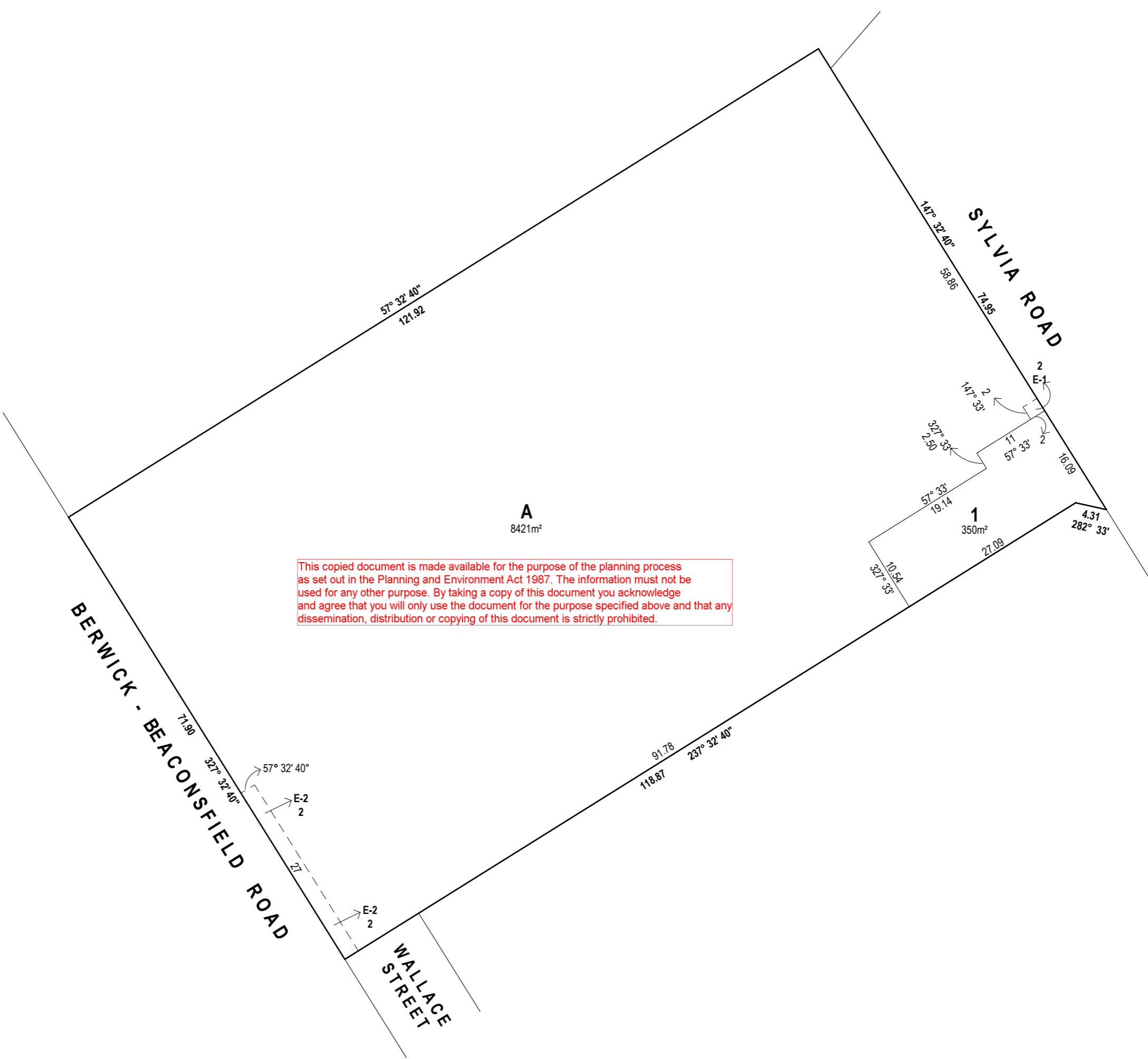
PARISH
PACKENHAM

CROWN PORTION
1 (PART)

TITLE REFERENCE
VOL 10306 FOL 580

COUNCIL NAME
CARDINIA SHIRE COUNCIL

REFERENCE NUMBER
S02 / 133



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Project
AUSTRALIA POST BEACONSFIELD LPO

Project Details / Address
SHOP 9 - 55 OLD PRINCES HIGHWAY BEACONSFIELD VIC 3807

Drawing
TITLE PLAN

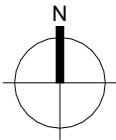
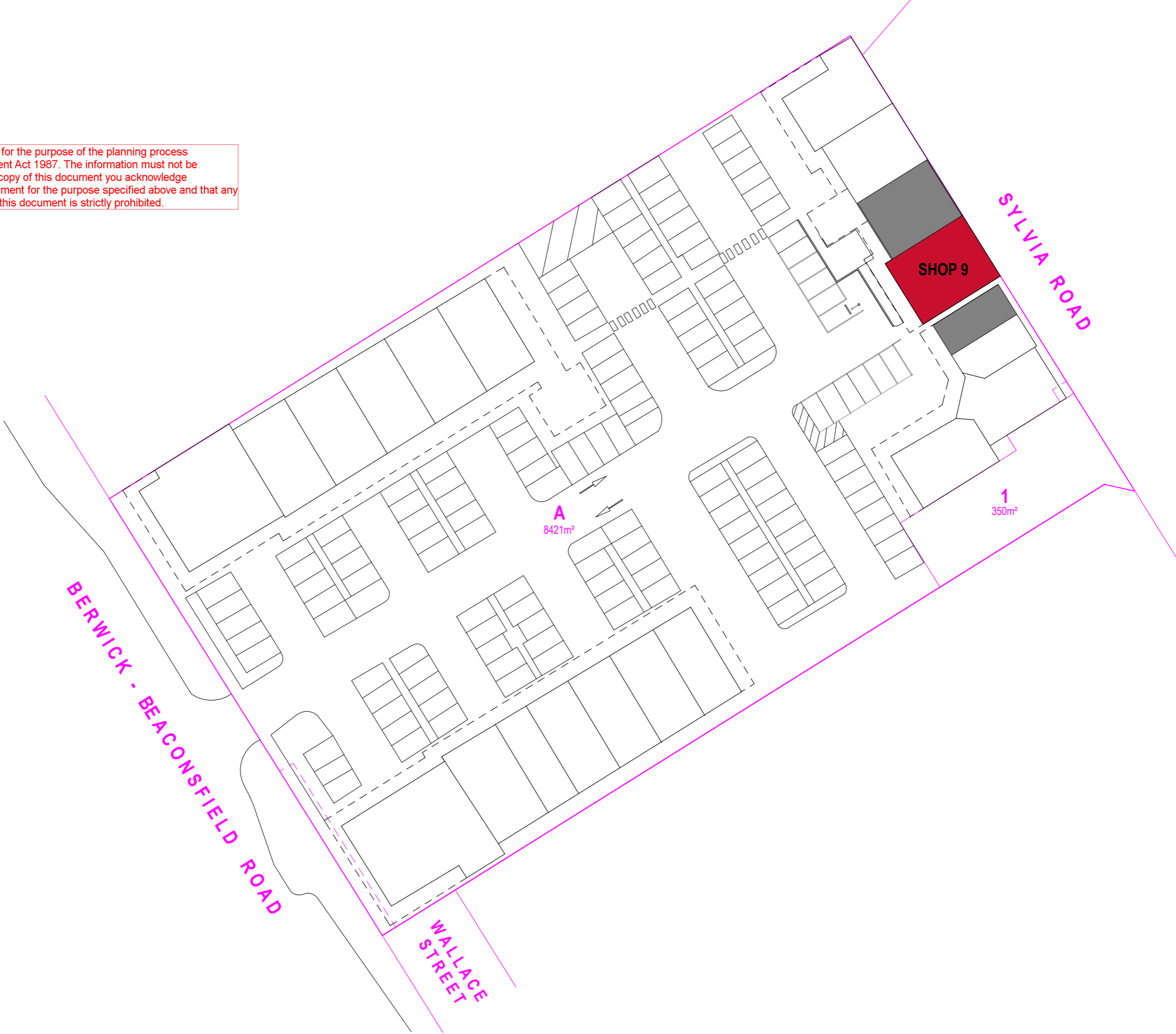
Revisions			
1	07.07.2025	PLANNING PERMIT	EB
2	19.08.2025	PLANNING PERMIT REV	EB

Status
PLANNING PERMIT REV

Project No. 415-001	Date JULY 2025
Scale @ A3 1 : 550	Drawing No. DA-002
Drawn By EB	Revision 2



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Project
AUSTRALIA POST BEACONSFIELD LPO

Project Details / Address
SHOP 9 - 55 OLD PRINCES HIGHWAY BEACONSFIELD VIC 3807

Drawing
BUILDING OVERLAY PLAN

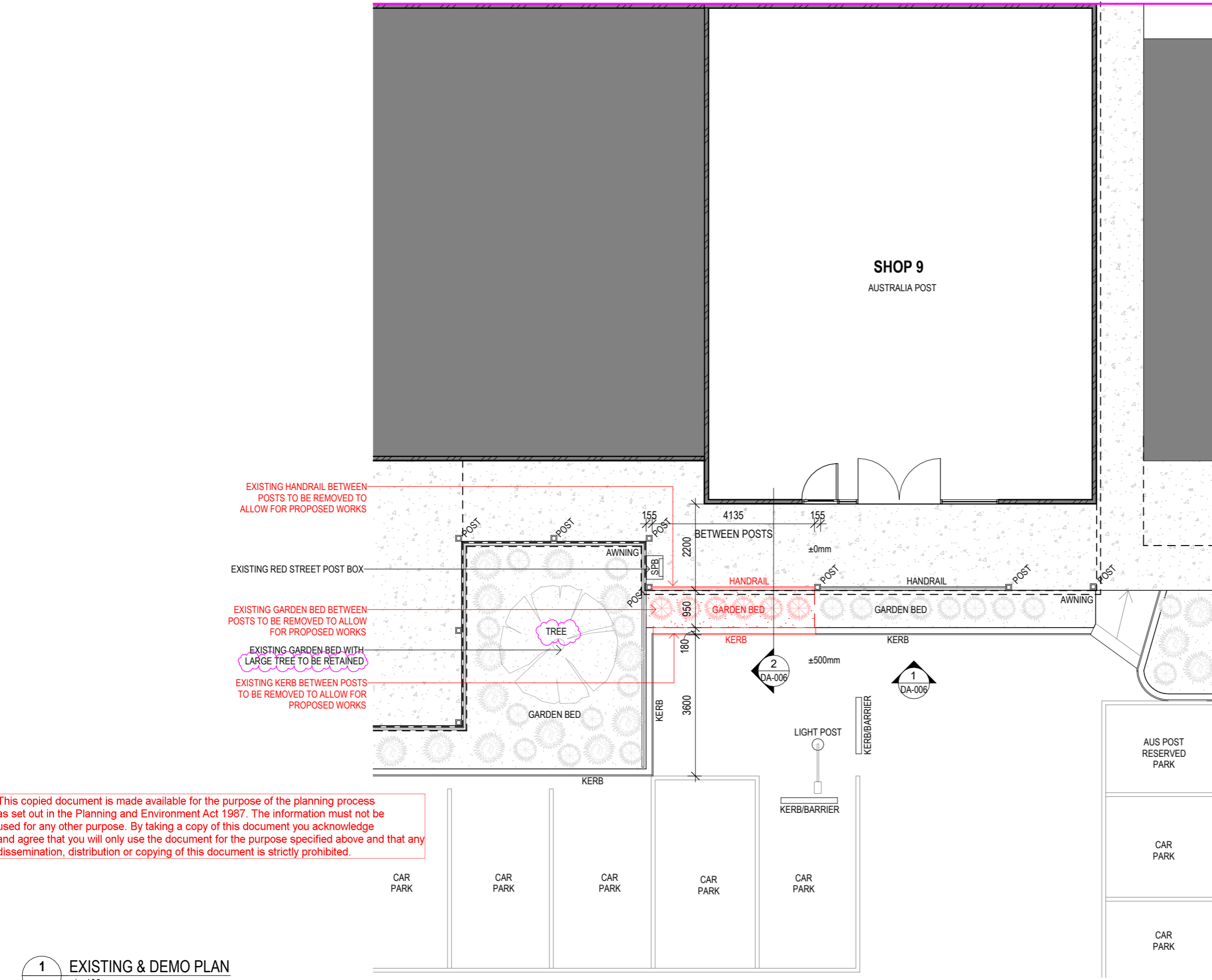
Revisions			
1	07.07.2025	PLANNING PERMIT	EB
2	19.08.2025	PLANNING PERMIT REV	EB

Status

PLANNING PERMIT REV

Project No. 415-001	Date JULY 2025
Scale @ A3 1 : 550	Drawing No. DA-003
Drawn By EB	Revision 2





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1 EXISTING & DEMO PLAN
DA-004 1 : 100



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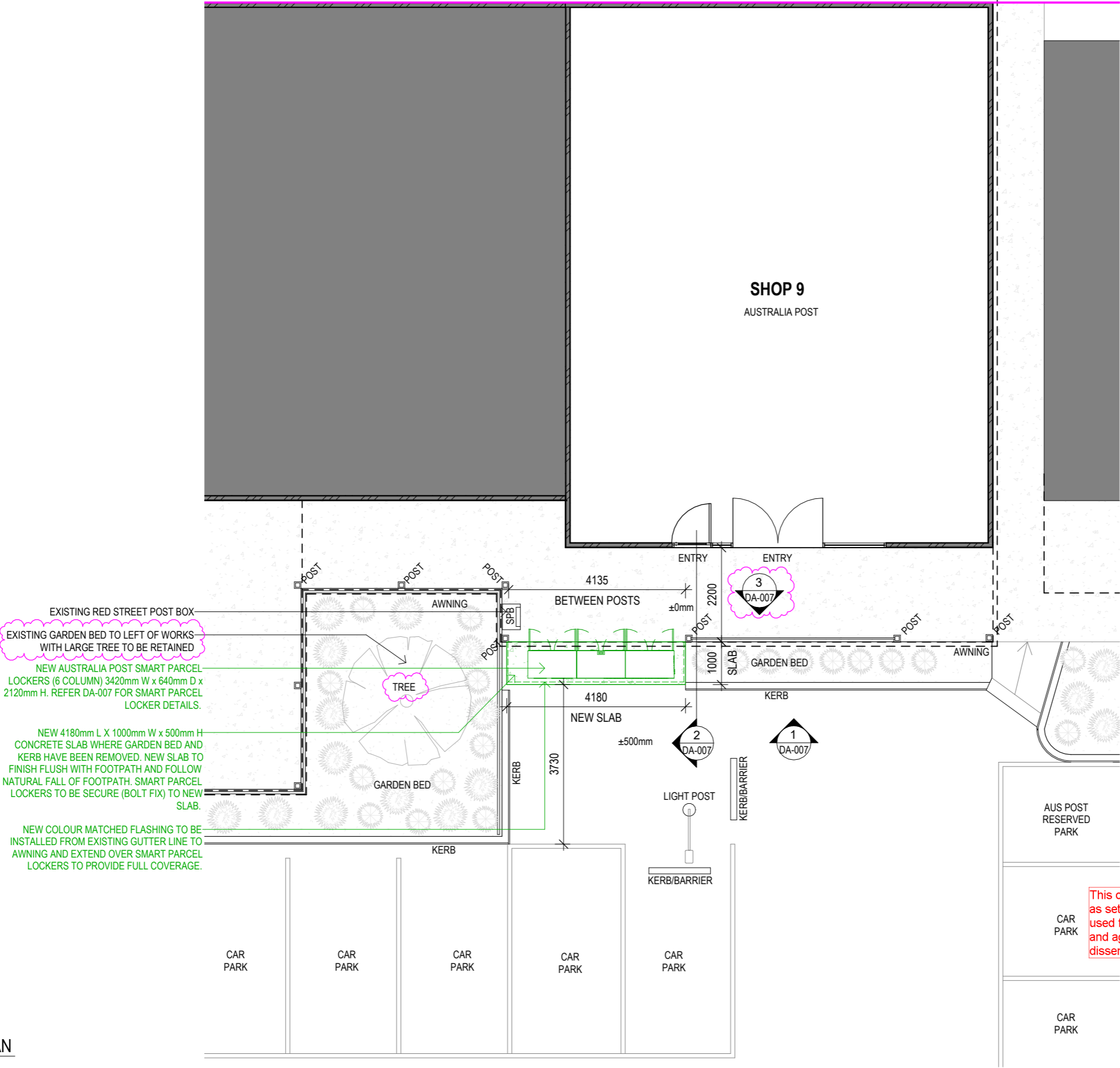
Project	AUSTRALIA POST BEACONSFIELD LPO
Project Details / Address	SHOP 9 - 55 OLD PRINCES HIGHWAY BEACONSFIELD VIC 3807
Drawing	EXISTING & DEMOLITION PLAN

Revisions	
1	07.07.2025 PLANNING PERMIT EB
2	19.08.2025 PLANNING PERMIT REV EB

Status
PLANNING PERMIT REV

Project No.	415-001
Scale @ A3	1 : 100
Drawn By	EB
Date	JULY 2025
Drawing No.	DA-004
Revision	2





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1 PROPOSED PLAN
DA-005 1 : 100



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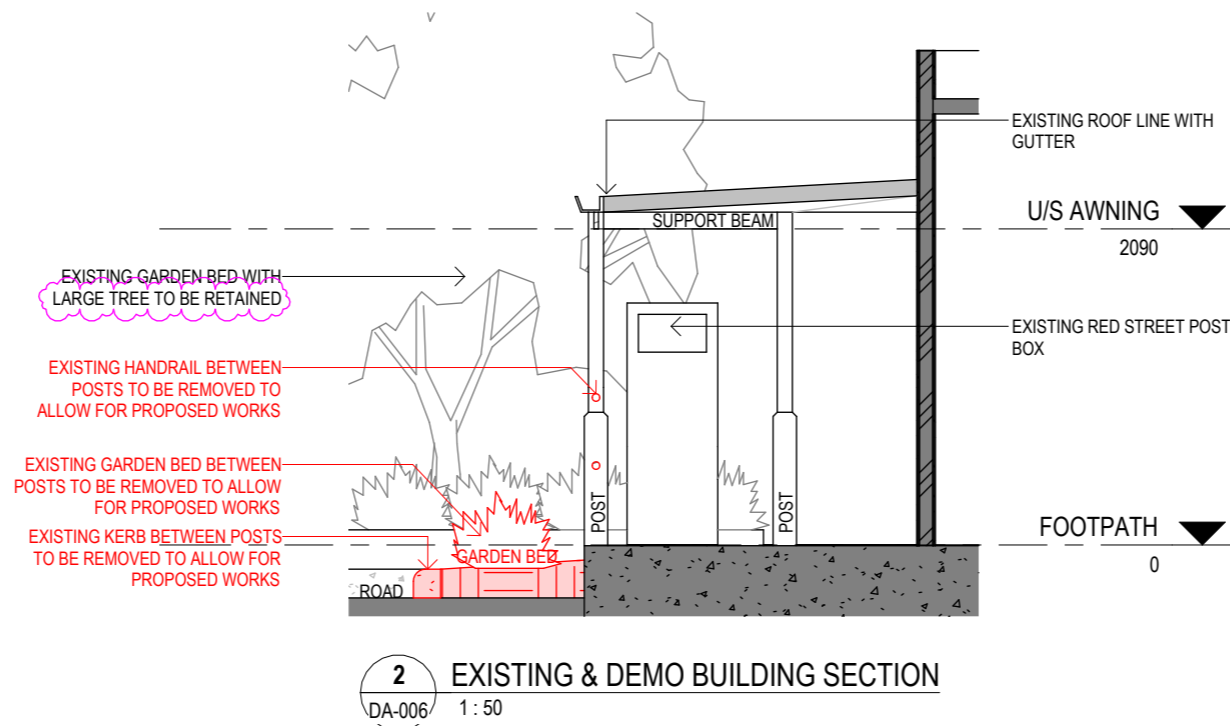
Project
AUSTRALIA POST BEACONSFIELD LPO
Project Details / Address
SHOP 9 - 55 OLD PRINCES HIGHWAY BEACONSFIELD VIC 3807
Drawing
PROPOSED PLAN

Revisions				Status
1	07.07.2025	PLANNING PERMIT	EB	
2	19.08.2025	PLANNING PERMIT REV	EB	

**PLANNING
PERMIT REV**

Project No. 415-001	Date JULY 2025
Scale @ A3 1 : 100	Drawing No. DA-005
Drawn By EB	Revision 2

SHOPFIX



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Project
AUSTRALIA POST BEACONSFIELD LPO
Project Details / Address
SHOP 9 - 55 OLD PRINCES HIGHWAY BEACONSFIELD VIC 3807
Drawing
EXISTING & DEMOLITION ELEVATION

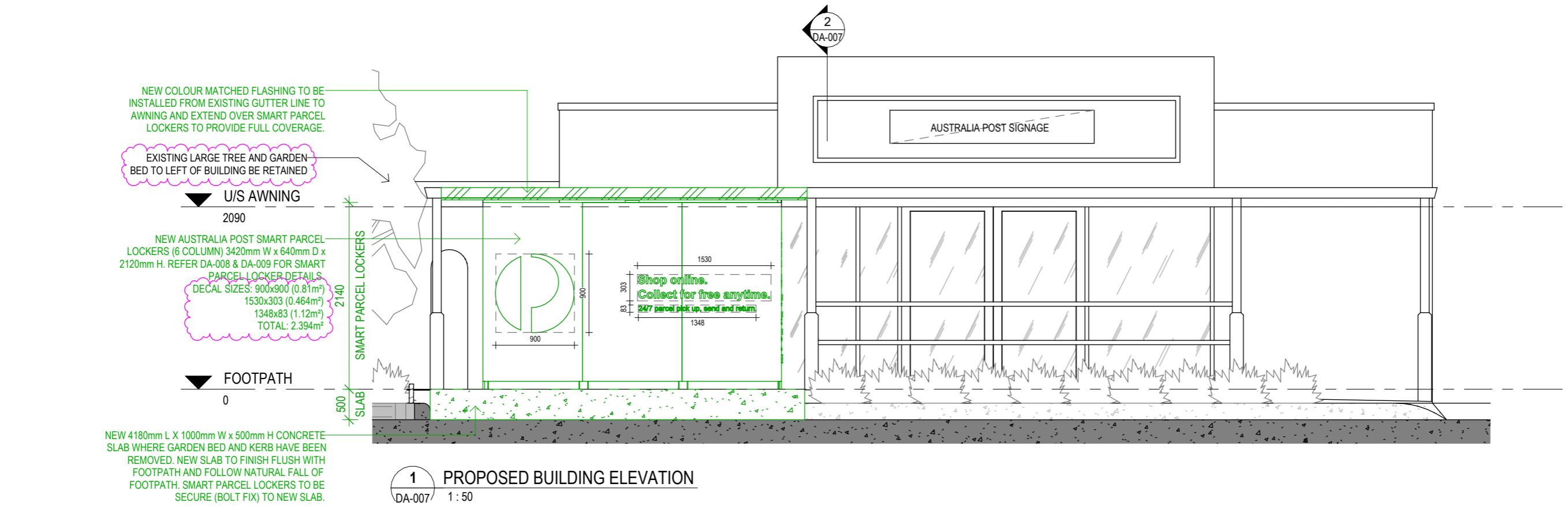
Revisions

1	07.07.2025	PLANNING PERMIT	EB
2	19.08.2025	PLANNING PERMIT REV	EB

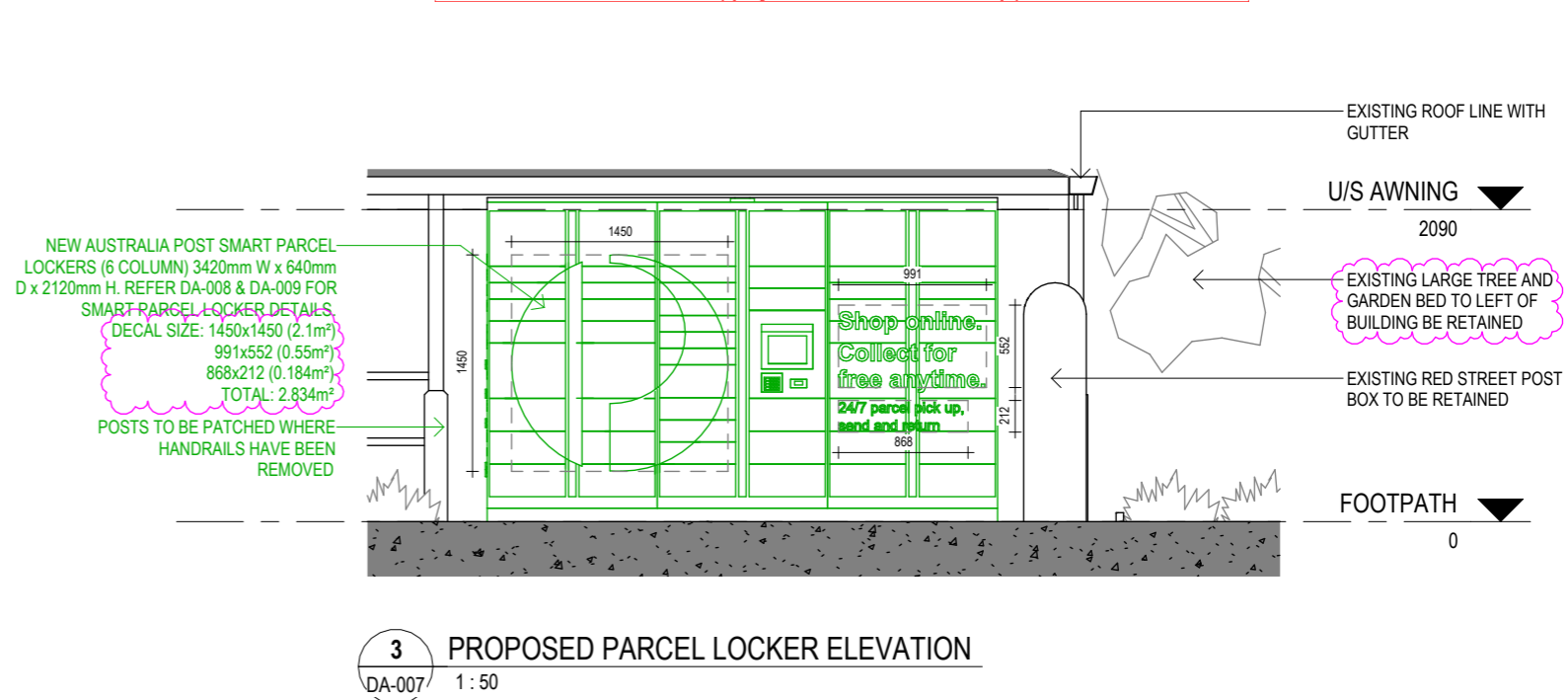
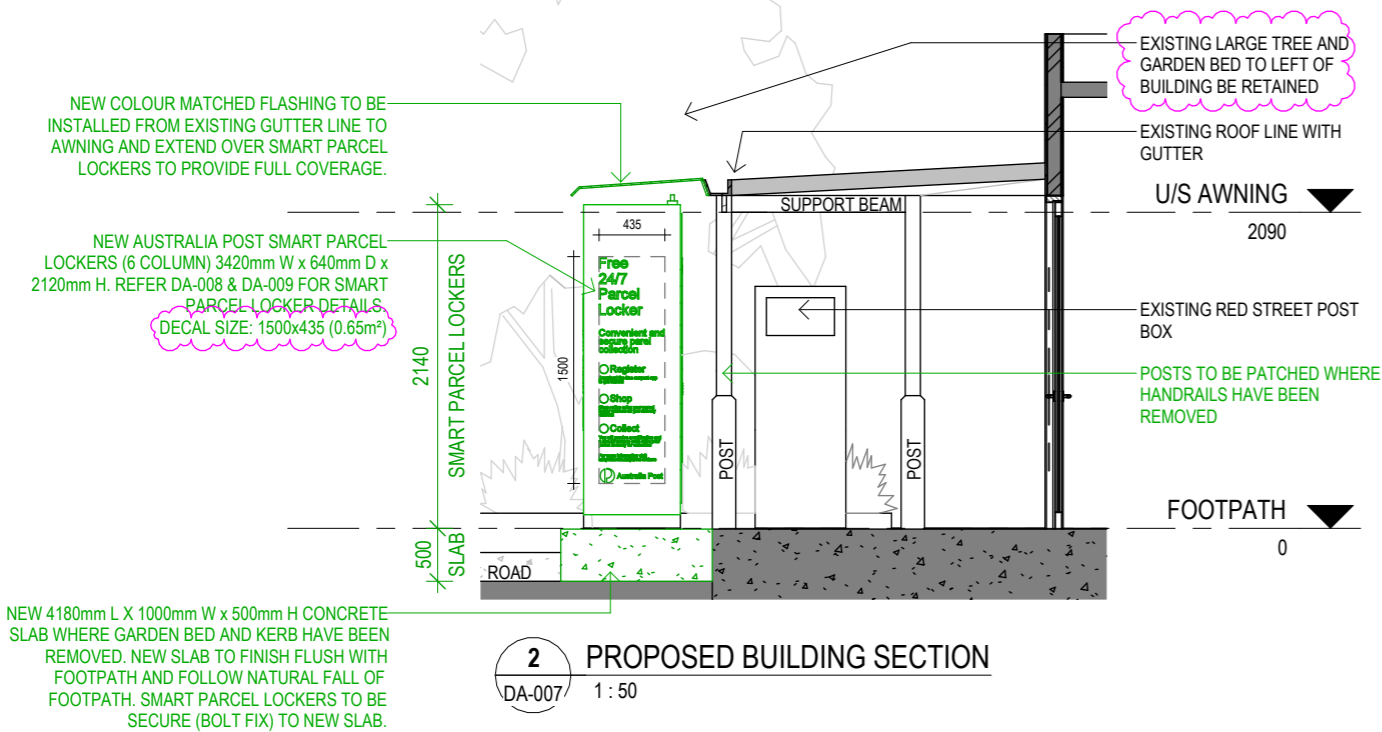
Status
PLANNING PERMIT REV

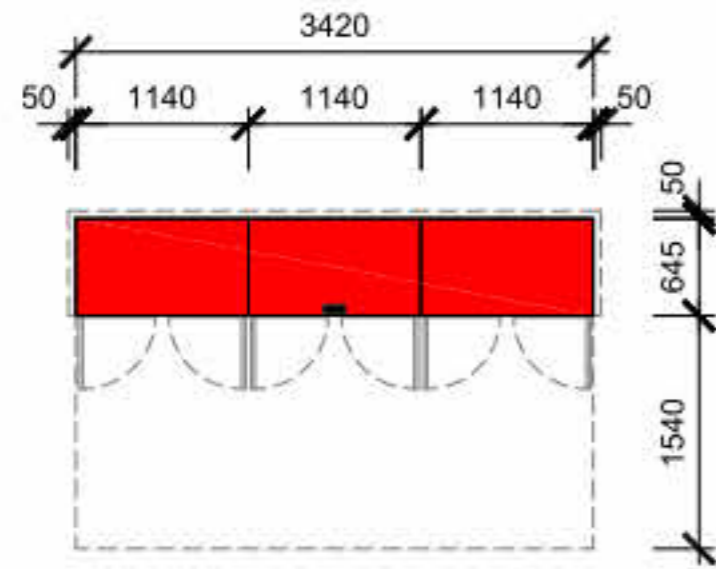
Project No. 415-001	Date JULY 2025
Scale @ A3 1 : 50	Drawing No. DA-006
Drawn By EB	Revision 2





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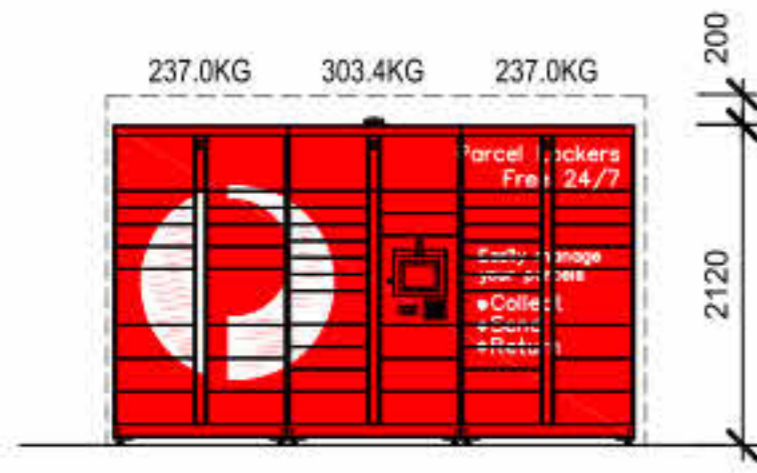


FLOOR PLAN

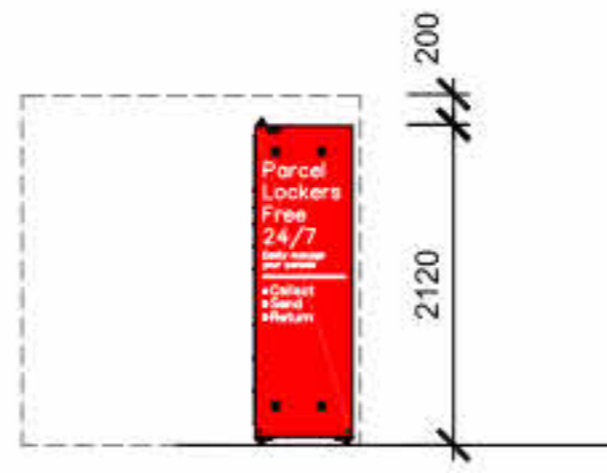
NOTE:

- TARE WEIGHTS OF THE STARTER MODULE (SCREEN 303.4KGS) AND ADDER B (237.0KGS)
- POWER REQUIREMENT IS SINGLE PHASE 10A 230V 50HZ

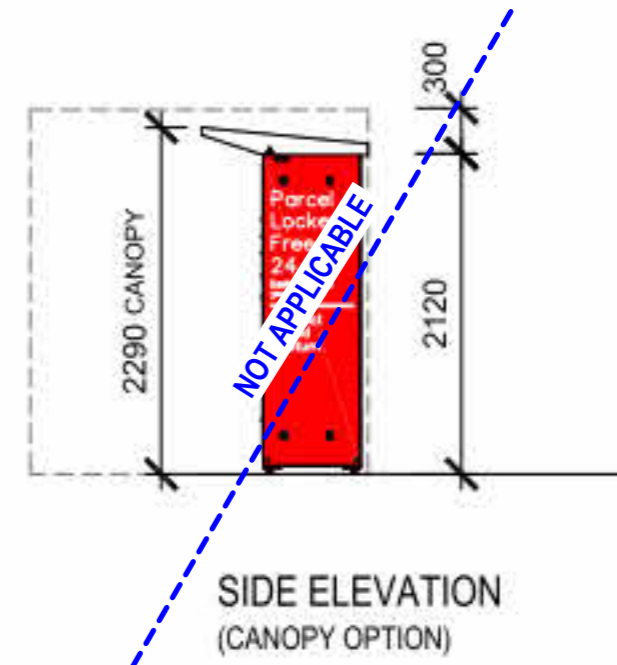
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FRONT ELEVATION



SIDE ELEVATION



SIDE ELEVATION
(CANOPY OPTION)

ARTWORK SHOWN IS INDICATIVE ONLY, PLEASE REFER TO DA-009 FOR CURRENT AUSTRALIA POST STANDARD BRANDING TO SMART PARCEL LOCKERS

 Australian Postal Corporation 111 Bourke Street, Melbourne	Dimensions are in millimetres and are approximate. This drawing shall not be scaled. Drawings have been created based on site data provided by others. Verify all dimensions before commencement and refer any discrepancies back to Australia Post before the works proceed. Drawings are conceptual and NOT for construction. Artist to confirm drawing meets BCA and all relevant building legislation, codes and requirements.		Issue: Revision Notes:		Date:	Drawn By:	Project Name and Address:	Drawing Title:	Drawn:	R.C.	Sheet:
							GENERIC DRAWINGS SMART PARCEL LOCKER NEOPOST LOCKER	NEOPOST LOCKER -6 COLUMN	Checked:	D.S.	SK00
									Date:	19-07-2024	
									Scale:	1:50	

P

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Project

AUSTRALIA POST BEACONSFIELD LPO

Project Details / Address

SHOP 9 - 55 OLD PRINCES HIGHWAY BEACONSFIELD VIC 3807

Drawing

PROPOSED SMART PARCEL LOCKER DETAILS

Revisions

1

07.07.2025

PLANNING PERMIT

EB

2

19.08.2025

PLANNING PERMIT REV

EB

Status

PLANNING PERMIT REV

Project No.

415-001

Scale @ A3

Drawn By

EB

Date

JULY 2025

Drawing No.

DA-008

Revision

2

SHOPFIX



FRONT VIEW

GRAPHIC SIZE:
AP LOGO - 1450mm W x 1450mm H
"SHOP ONLINE. COLLECT..." - 991mm W x 552mm H
"24/7 PARCEL PICK UP..." - 868mm W x 212mm H

DETAIL:
WHITE GRAPHICS - FRONT APPLIED WHITE OPAQUE 3M CONTROL TACK
180C/10



REAR VIEW

GRAPHIC SIZE:
AP LOGO - 900mm W X 900mm H
"SHOP ONLINE. COLLECT..." - 1530mm W X 303mm H
"24/7 PARCEL PICK UP..." - 1348mm W X 83mm H

DETAIL:
WHITE GRAPHICS - FRONT APPLIED WHITE OPAQUE 3M CONTROL TACK
180C/10

OVERALL DECAL SIZE:

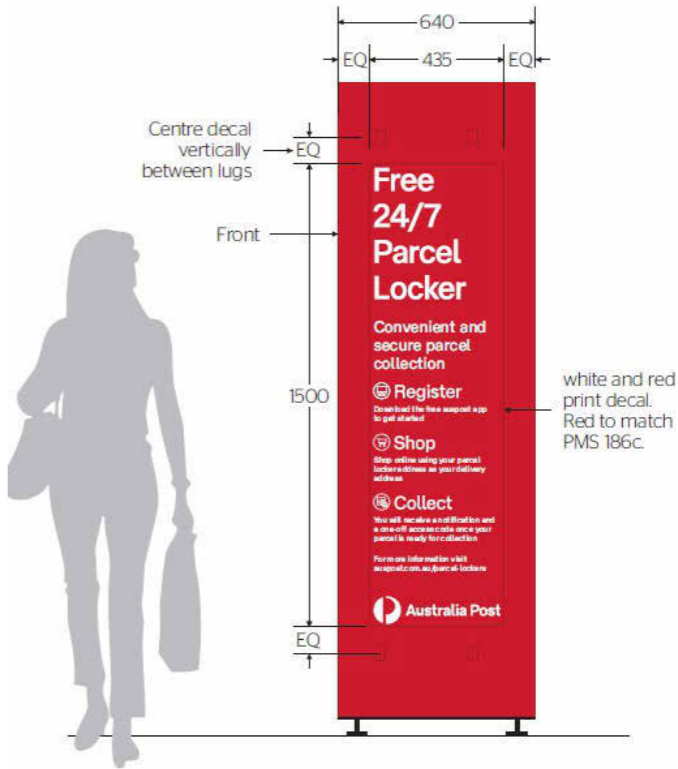
FRONT: 1450x1450 (2.1m²)
991x552 (0.55m²)
868x212 (0.184m²)

REAR: 900x900 (0.81m²)
1530x303 (0.464m²)
1348x83 (1.12m²)

SIDE: 1500x435 (0.65m²)

TOTAL DECAL SIZE: 5.88 m²

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SIDE VIEW

GRAPHIC SIZE:
OVERALL - 435mm W x 1500mm H

DETAIL:
SUPPLY AND INSTALL DIGITAL PRINT TO OPAQUE 3M IJ180C-10 VINYL
WITH COMPATIBLE CLEAR 3M GLOSS LAMINATE. PRINT TO MATCH 186C
RED. MIN 5YR OUTDOOR RATING ON BOTH BASE FILM AND LAMINATE.
INSTALL CENTERED ON SIDE OF LOCKER.



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Project
AUSTRALIA POST BEACONSFIELD LPO
Project Details / Address
SHOP 9 - 55 OLD PRINCES HIGHWAY BEACONSFIELD VIC 3807
Drawing
PROPOSED SMART PARCEL LOCKER SIGNAGE (DECAL)

Revisions
1 19.08.2025 PLANNING PERMIT REV EB

Status
PLANNING
PERMIT REV

Project No.
415-001
Scale @ A3
Drawing No.
DA-009
Drawn By
EB
Date
JULY 2025
Revision
1





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Project	AUSTRALIA POST BEACONSFIELD LPO		
Project Details / Address	SHOP 9 - 55 OLD PRINCES HIGHWAY BEACONSFIELD VIC 3807		
Drawing	EXISTING SITE PHOTOS		

Revisions			
1	07.07.2025	PLANNING PERMIT	EB
2	19.08.2025	PLANNING PERMIT REV	EB

Status	PLANNING PERMIT REV		
Project No.		Date	
415-001		JULY 2025	
Scale @ A3		Drawing No.	
		DA-010	
Drawn By		Revision	
EB		2	

