

Notice of an Application for an Amendment to a Planning Permit

The land affected by the application is located at:	L1 PS838044 V12395 F078 291 Beaconsfield-Emerald Road, Guys Hill VIC 3807
The application is to:	Amendment to Planning Permit T220774-1 issued for Use and development of the land for a dwelling, the use of the land for dependent person's unit and associated removal of vegetation and alterations to a road in a Transport Zone 2 to amend the plans and preamble to remove the DPU and to be replaced with an outbuilding

APPLICATION DETAILS

The applicant for the amendment to the permit is:	Peninsula Planning Consultants Pty Ltd
Application number:	T220774 - 1
<p>You may look at the application and any documents that support the application at the office of the Responsible Authority: Cardinia Shire Council, 20 Siding Avenue, Officer 3809. This can be done during office hours and is free of charge. Documents can also be viewed on Council's website at cardinia.vic.gov.au/advertisedplans or by scanning the QR code.</p>	

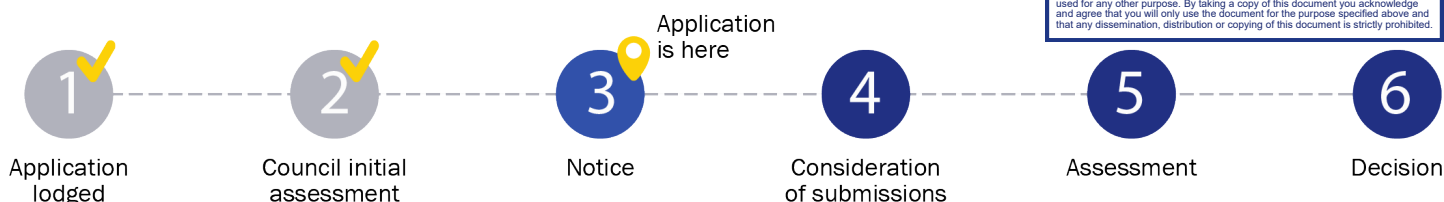


HOW CAN I MAKE A SUBMISSION?

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:		06 February 2026
WHAT ARE MY OPTIONS? Any person who may be affected by the proposed amendment to permit may object or make other submissions to the responsible authority. If you object, the Responsible Authority will notify you of the decision when it is issued.	An objection must: <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.	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.


ADVERTISED MATERIAL
Planning Application: T220774-1
Date Prepared: 21 January 2026

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Amendment Summary

Portal Reference	M4258037
Reference No	T220774

Basic Information

Proposal Type	Single Dwelling, Advertising Has Occurred
Proposed Use	Use and development of the land for a dwelling (already constructed) and shed (to be constructed) and associated removal of vegetation (already removed) and alterations to a road in a Transport Zone 2 (already approved)
Current Use	Recently constructed dwelling
Cost of Works	\$1,100,000
Amended Cost of Works	\$0
Amendments	What the permit Allows Changed Permit Conditions Plans Changed
Proposed Changes	Amend the preamble to the permit to delete reference to "the use of the land for dependent person's unit" and replace with the words "and shed" Delete conditions 5 & 6 as each condition relates to the Dependent Person's Unit which is not proceeding Amend the endorsed plans in accordance with the submitted application plans as they replace the Dependent Person's Unit with the Shed.
Site Address	291 Beaconsfield-Emerald Road Guys Hill VIC 3807


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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	Peninsula Planning Consultants Pty Ltd	P.O. Box 1159, Mornington VIC 3931	
Owner			
Preferred Contact	Peninsula Planning Consultants Pty Ltd	P.O. Box 1159, Mornington VIC 3931	

Fees

Regulation Fee Condition	Amount	Modifier	Payable
11 - Class 3 Amendment to a class 2, 3, 4, 5 or 6 permit (change in cost of \$10, 000 or less)	\$226.90	100%	\$226.90



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

Total\$226.90

Documents Uploaded

Date	Type	Filename
06-10-2025	Site Plan	291 Beaconsfield-Emerald Road Guys Hill - Amended Site Plan 19 Sept 2025.pdf
06-10-2025	Elevation Plans	291 Beaconsfield-Emerald Road Guys Hill - Amended Elevations 19 Sept 2025.pdf
06-10-2025	Additional Document	291 Beaconsfield-Emerald Road, Guys Hill - Sub sec 72 Amend PP - 6 Oct 2025.pdf
06-10-2025	Additional Document	291 Beaconsfield-Emerald Road Guys Hill - Title Oct 2025.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	
Submission Date	06 October 2025 - 09:08:AM

Declaration

☒ By ticking this checkbox, I, [redacted] 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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5pm
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SITE PLAN

SCALE: 1:300

LOT 1
PS803515

LOT 2
PS838044

LOT 1
PS838044

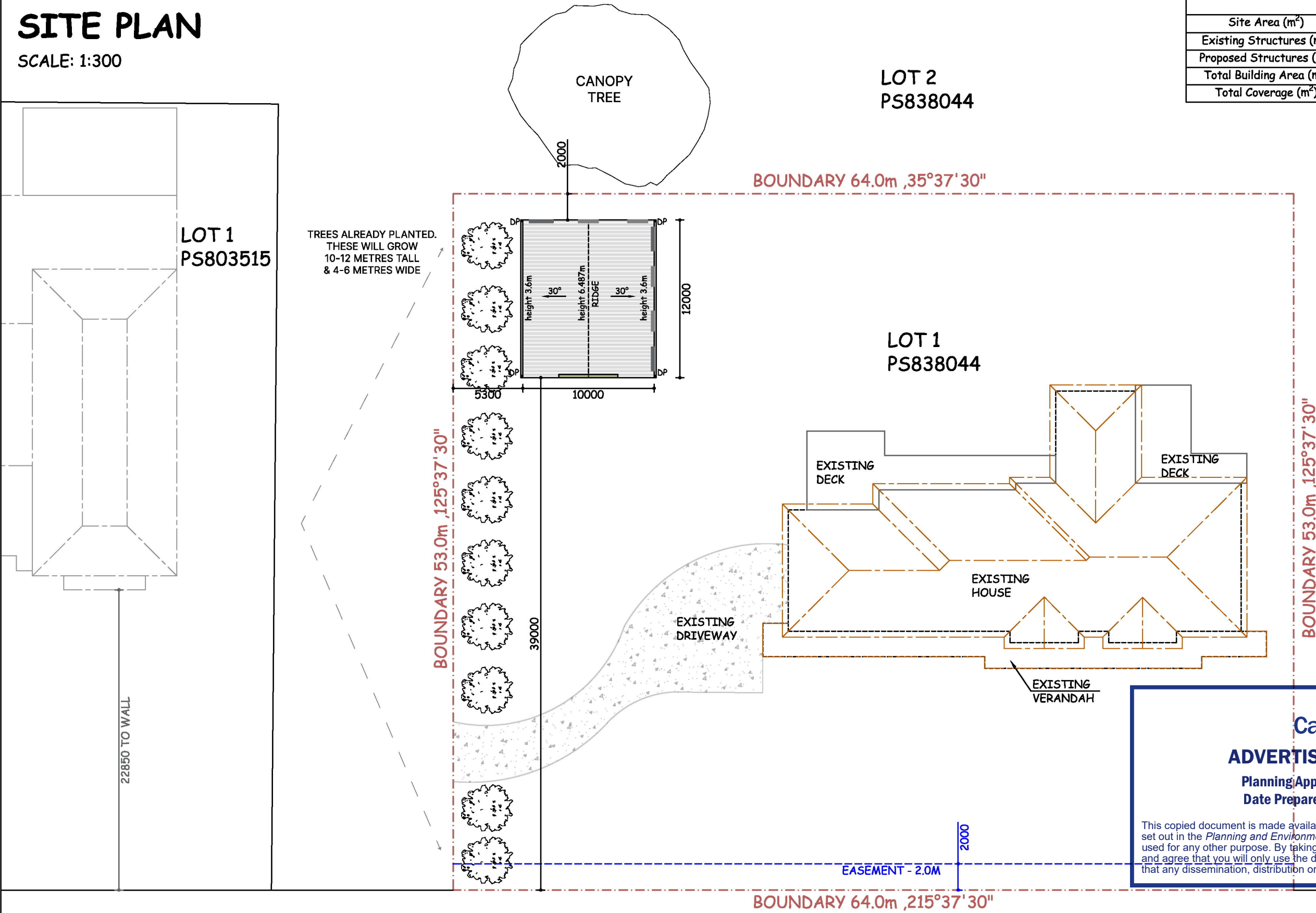
Site Analysis			
Site Area (m ²)	3392	Site Coverage (%)	18.3
Existing Structures (m ²)	610.6	Permeable Area (m ²)	2600.1
Proposed Structures (m ²)	120	Permeability (%)	76.7
Total Building Area (m ²)	730.6	Garden Area (m ²)	2600.1
Total Coverage (m ²)	622.1	Garden Area (%)	76.7


LEGAL POINT OF DISCHARGE:
ALL STORMWATER/DP TO BE TAKEN TO EXISTING STORMWATER SYSTEM OR DIRECTED TO A LEGAL POINT OF DISCHARGE TO THE RELEVANT AUTHORITIES APPROVAL.

GENERAL NOTES:

- NO BOUNDARY SURVEY HAS BEEN UNDERTAKEN. SERVICES SHOWN ARE INDICATIVE ONLY. POSITIONS ARE BASED ON SURFACE INDICATORS LOCATED DURING FIELD SURVEY. CONFIRMATION OF THE EXACT POSITION SHOULD BE MADE BY THE RELEVANT AUTHORITIES PRIOR TO ANY EXCAVATION WORK. OTHER SERVICES MAY EXIST WHICH ARE NOT SHOWN. UNLESS OTHERWISE STATED
- DIMENSIONS ARE IN MILLIMETRES AND DRAWINGS ARE NOT TO BE SCALED - USE DIMENSIONS PROVIDED.
- ALL HEIGHTS NOMINATED INCLUDE A STANDARD 100MM THICK OF CONCRETE SLAB UNLESS SPECIFIED.

COLOURS SCHEDULE:	
ROOF SHEET	- COLORBOND
WALL SHEET	- COLORBOND
ROLLER DOOR	- COLORBOND
WINDOW	- COLORBOND
SLIDING DOOR	- COLORBOND
FLASHING	- COLORBOND
DP & GUTTER	- COLORBOND





Cardinia

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LOCATION:
(LOT 1) 291 BEACONSFIELD-EMERALD ROAD
BEACONSFIELD VIC 3807

PROPOSED:
SHED

SHEET SIZE:
A3

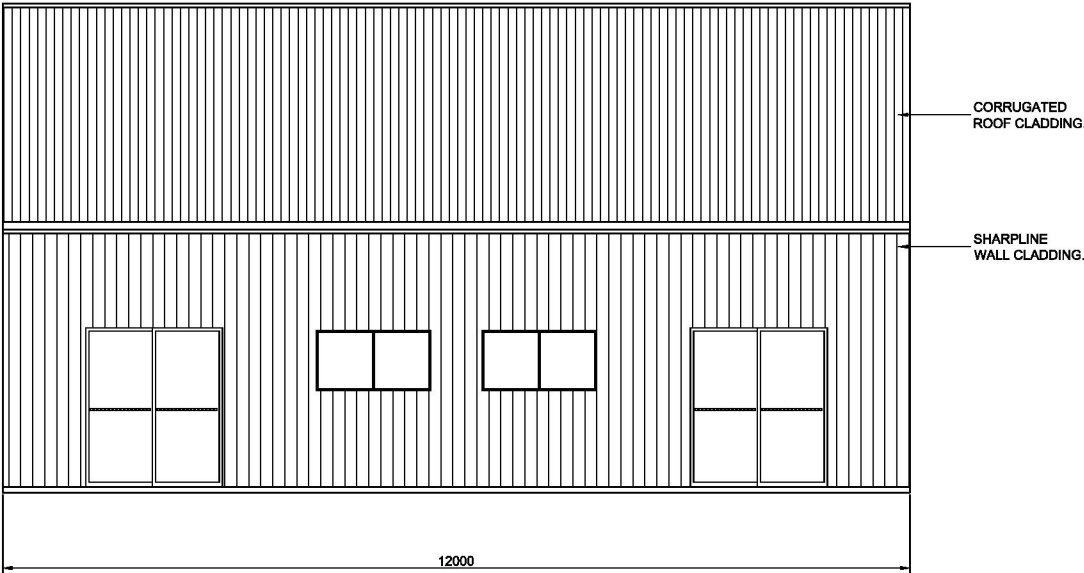


SHEET NO:
WD1

REVISIONS		
REV	ISSUE DATE	DESCRIPTION
1	08/09/2025	For Approval
2	09/09/2025	DP Add
3	19/09/2025	3.3m Lean Delete

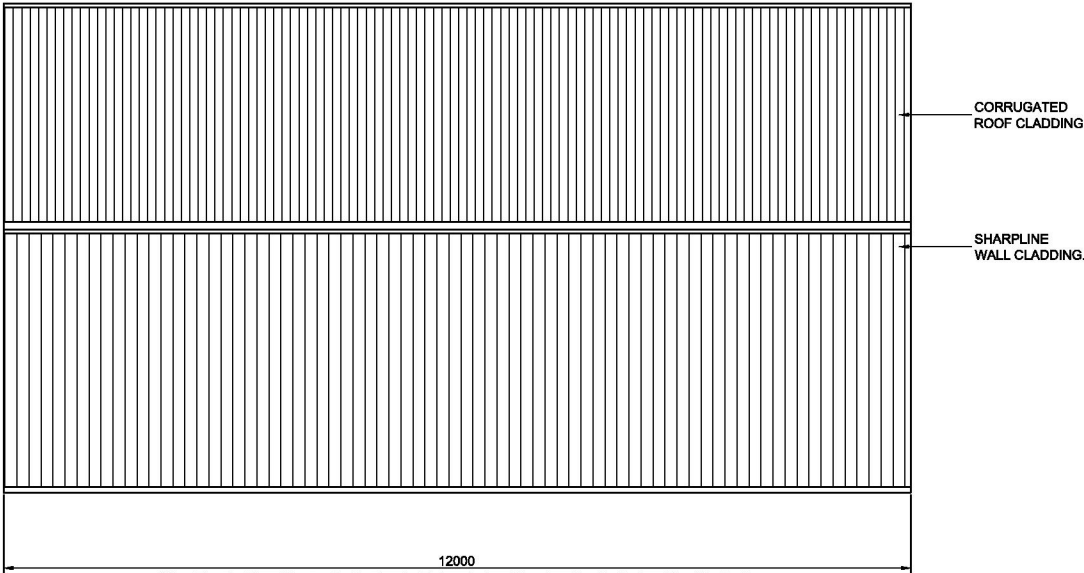


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NORTH EAST ELEVATION

1
7 SIDEWALL EXTERIOR ELEVATION
SCALE: 1 = 100



SOUTH WEST ELEVATION

2
7 SIDEWALL EXTERIOR ELEVATION
SCALE: 1 = 100

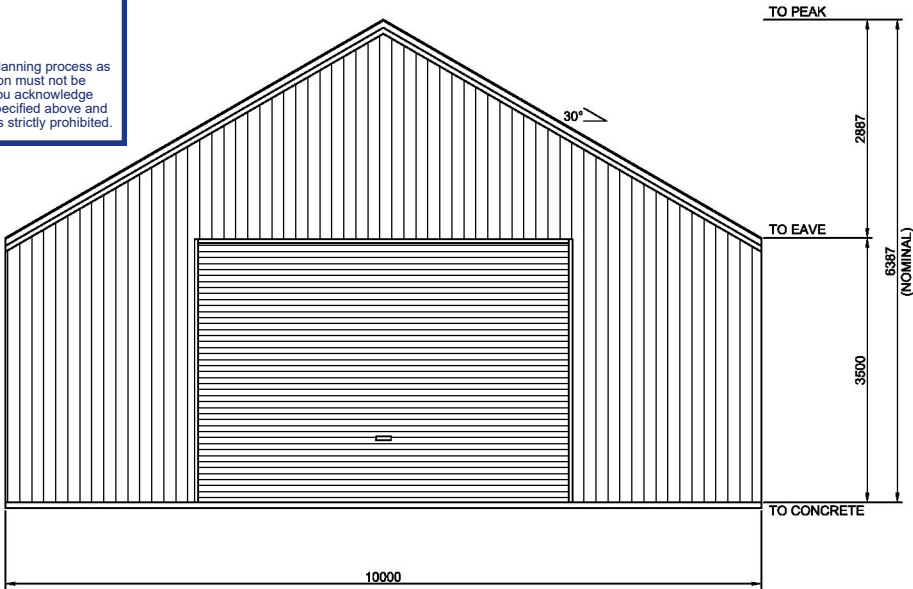


Cardinia

ADVERTISED MATERIAL

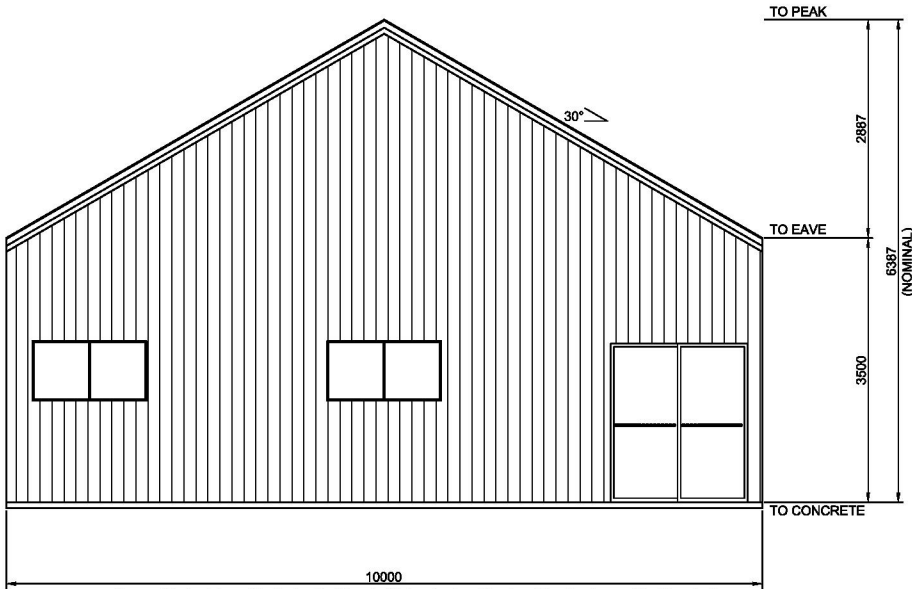
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SOUTH EAST ELEVATION

4
7 ENDWALL EXTERIOR ELEVATION
SCALE: 1 = 100



NORTH WEST ELEVATION

3
7 ENDWALL EXTERIOR ELEVATION
SCALE: 1 = 100

BUILDING COLOURS

WALL	COLORBOND
ROOF	COLORBOND
ROLLER DOOR	COLORBOND
WINDOW	COLORBOND
GLASS SLIDING DOOR	COLORBOND
DOWNPIPE	COLORBOND
GUTTER	COLORBOND
CORNER FLASHING	COLORBOND
BARGE FLASHING	COLORBOND
OPENING FLASHING	COLORBOND

1 OF 1

SHEET

JOB NO.
FDM/P-10-1066

DATE
14/1/2025

CHIEF
FDB

STEEL BUILDING BY
(CONTACT)

FAIR DINKUM BUILDS MORNINGTON PENINSULA SHEDS

FOR

AT

BEACONSFIELD







Civil & Structural Engineers

50 Punari Street

Currajong, Qld 4812

Fax: 07 4725 5850

Email: design@nceng.com.au

ABN 341 008 173 56

Registered Chartered Professional Engineer

Registered Professional Engineer (Civil & Structural) QLD

Registered Certifying Engineer (Structural) N.T.

Registered Engineer - (Civil) VIC

Registered Engineer - (Civil) TAS

Regn. No. 2558980

Regn. No. 9985

Regn. No. 116373ES

Regn. No. PE0002216

Regn. No. CC5648M

Signature

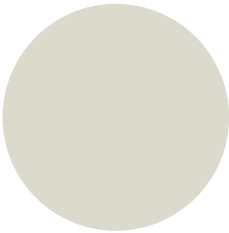
Date

Register in the NPER in the areas of practice of Civil & Structural National Professional Engineers Register

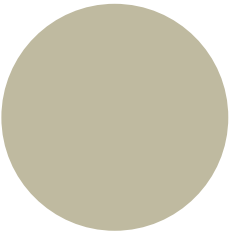
Classic finish



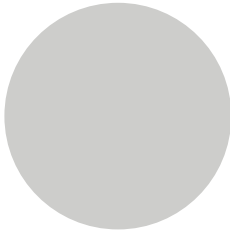
Dover White™
Classic finish
SA = 0.28



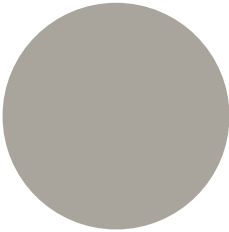
Surfmist®
Classic finish
SA = 0.33
U



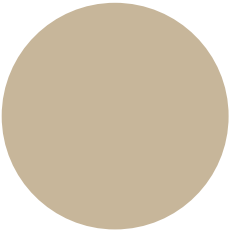
Evening Haze®
Classic finish
SA = 0.43



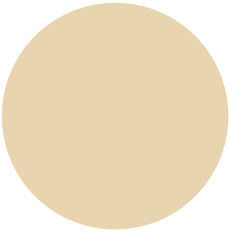
Southerly®
Classic finish
SA = 0.40



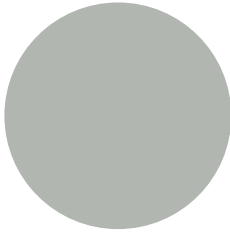
Dune®
Classic finish
SA = 0.48
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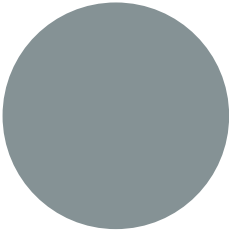
Paperbark®
Classic finish
SA = 0.43



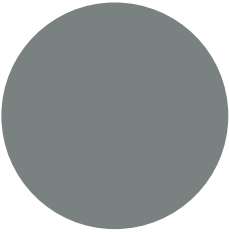
Classic Cream™
Classic finish
SA = 0.33



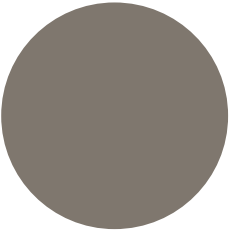
Shale Grey™
Classic finish
SA = 0.44
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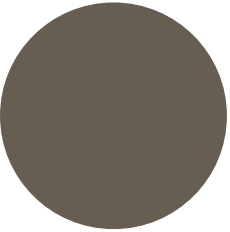
Bluegum®
Classic finish
SA = 0.57



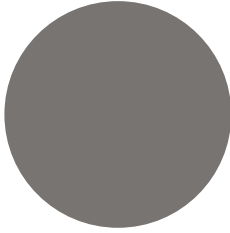
Windspray®
Classic finish
SA = 0.60
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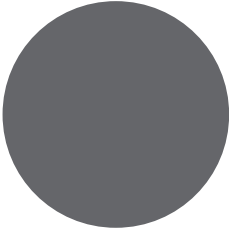
Gully®
Classic finish
SA = 0.64



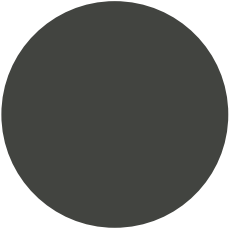
Jasper®
Classic finish
SA = 0.67



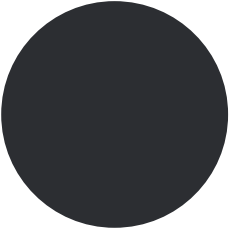
Wallaby®
Classic finish
SA = 0.64
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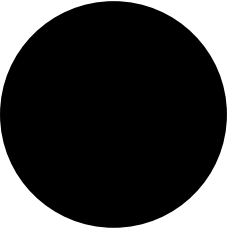
Basalt®
Classic finish
SA = 0.67



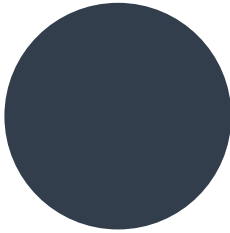
Woodland Grey®
Classic finish
SA = 0.70
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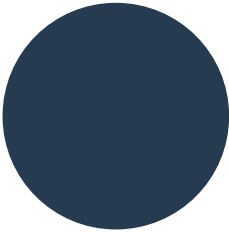
Monument®
Classic finish
SA = 0.73
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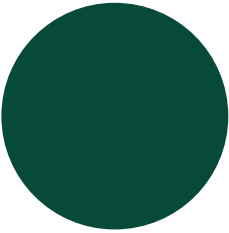
Night Sky®
Classic finish
SA = 0.95



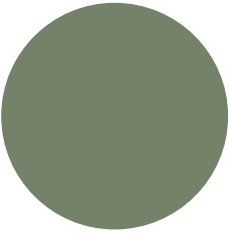
Ironstone®
Classic finish
SA = 0.73



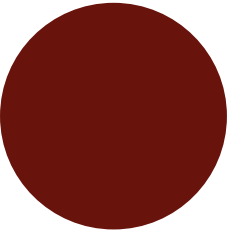
Deep Ocean®
Classic finish
SA = 0.74



Cottage Green®
Classic finish
SA = 0.73



Pale Eucalypt®
Classic finish
SA = 0.60



Manor Red®
Classic finish
SA = 0.70



ADVERTISED MATERIAL
Planning Application: T220774-1
Date Prepared: 21 January 2026

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COLORBOND® STEEL
CORE COLOURS

With 22 pale, mid and deep toned COLORBOND® steel core colours, and six colours also available in a premium Matt finish, you can enjoy the process of discovering the perfect colour scheme and design palette for your dream home.

Select from these colours for your roofing, walling, fascias, gutters, downpipes and garage doors.

For further colour inspiration visit [COLORBOND.COM](https://www.colorbond.com)

Legend

SA = (Solar Absorptance) is a measure of how much of the sun's heat that a material absorbs. Choosing a colour with a lower SA is a cooler option and may help you meet building regulations such as NCC or BASIX. These are nominal values based on new product and measured in accordance with ASTM E 903-96.

U Available in COLORBOND® Ultra steel for coastal and industrial environments. Other colours in the Classic finish may be available on request.

Peninsula Planning Consultants Pty Ltd

ACN 090 897 037 ABN 53 090 897 037

Phone: (03) 9787 1329

Fax: (03) 9787 9642

Mobile: 0419 595 721

Email: umbersfam@ozemail.com.au
PO Box 1159, Mornington, Victoria 3931

6 October 2025

[REDACTED]
Manager, Planning and Design
Cardinia Shire Council
PO Box 7
Pakenham 3810

By Online Lodgement



[REDACTED]
Re: No. 291 Beaconsfield-Emerald Road, Guys Hill
Planning Permit No. T220774
Request to Amend Planning Permit No. T220774 Pursuant to Section 72 of the *Planning and Environment Act 1987*

We continue to act as Agent for the Permit Applicants, [REDACTED] ("the Applicants") with regard to Planning Permit No. T220774 ("the Permit").

1.0 Permit and Conditions

The Permit was issued on 21 July 2023 subject to 20 conditions. The Permit allowed:

"Use and development of the land for a dwelling, the use of the land for dependent person's unit and associated removal of vegetation and alterations to a road in a Transport Zone 2."

The Permit has been acted on and the dwelling has been recently completed. The Dependent Person's Unit ("DPU") has not been constructed.

The Permit allowed and the endorsed plans provided for a dependent person's unit ("DPU") located in the southwest corner of the land.

In addition to the above, Condition 2 of the Permit explains:

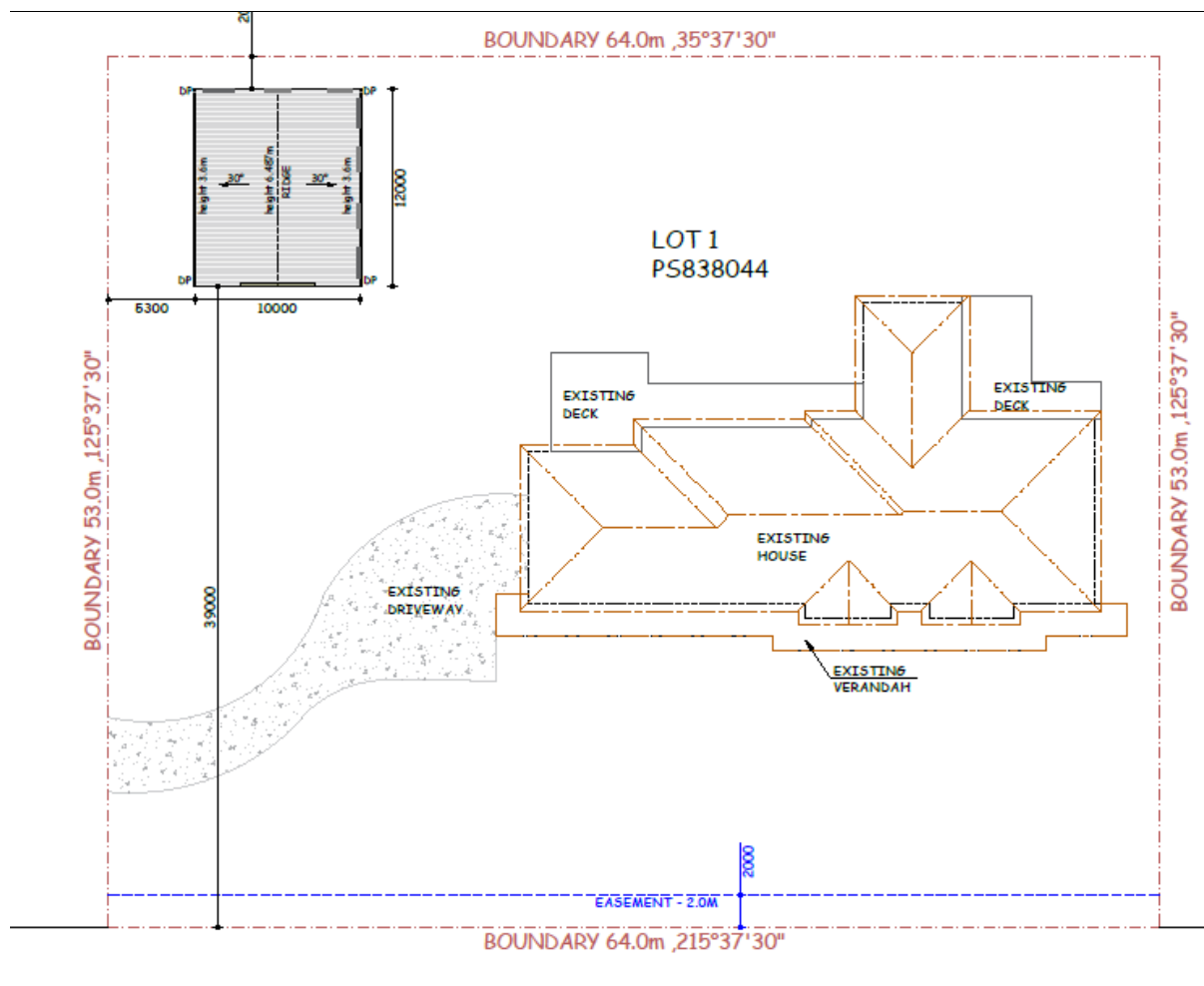
"The layout of the buildings and works, as shown on the approved plans must not be altered or modified without the consent in writing of the Responsible Authority."

Conditions 5 and 6 of the Permit relate to the DPU, which is now not proceeding.

2.0 Proposal

It is proposed to replace the DPU with a Shed in the same location. The Shed will measure 10.0 metres wide by 12 metres long (120 square metres). The Shed will be setback 5.3 metres from the southern boundary and 2.0 metres from the rear, western boundary.

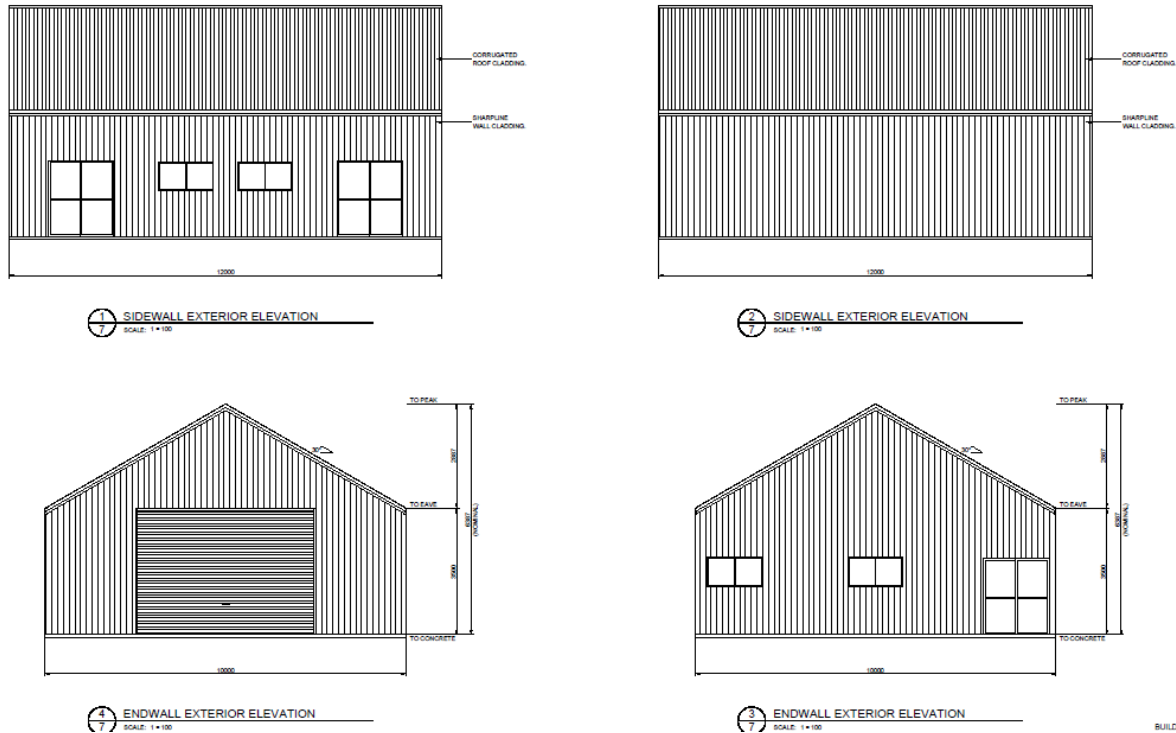
The footprint of the Shed is reduced in comparison with the DPU. The approved DPU proposed a width of 10.4 metres and length of 14.25 metres (148.2 square metres).



The Shed will be constructed of vertical sharpline cladding, which is colorbond steel construction, finished in Matt "Monument" colour.

The Shed will be provided with pitched corrugated iron roof cladding also finished in the "Monument" matt colour. The pitched roof provides a 6.387 metre high building at the ridge.

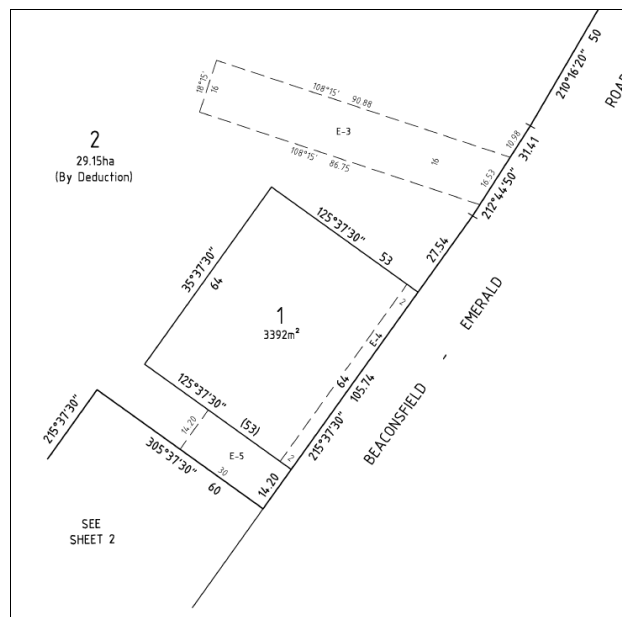
The Shed is provided with a roller door in the eastern wall facing the dwelling and frontage of the site. The west and north facing wall will be provided with windows of varying proportions. The south facing wall will not have any openings.



The Shed is required to provide the subject land with storage facilities comprising maintenance equipment and storage.

3.0 Subject Land

The land is referred to as Lot 1 on Plan of Subdivision No. PS838044G (Volume 12395 Folio 078) but is more commonly known as 291 Beaconsfield-Emerald Road, Guys Hill. An extract from PS838044G is reproduced in the figure below.



Cardinia

ADVERTISED MATERIAL

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The site is located on the northwest side of Beaconsfield-Emerald Road about 145 metres southwest of Quamby Road.

The land is regular in shape with frontage of 64 metres to Beaconsfield-Emerald Road and depth of 53 metres, with an overall area of 3,392 square metres.

Access to the site is available from an existing crossover and driveway on adjoining land to the southwest.

The land title provides an easement of carriageway on Lot 2 adjoining to the southwest in favour of Lot 1 (subject site) to provide access to the subject site and controlled access to the Transport Zone 2 ("TRZ2") of Beaconsfield-Emerald Road. The easement of carriageway and associated driveway are sealed with a concrete crossover.

A 2 metre wide telecommunications easement adjoins and extends the full length of the frontage.

There are two (2) Section 173 Agreements registered on the title. They both relate to the disposal of wastewater on site as reticulated sewerage is not currently available.

The figure below is an aerial photograph that shows the location of the land and recently completed dwelling.



Aerial Photograph – Nearmap 4 August 2025

4.0 The Request

We apply for approval pursuant to Condition 2 of the Permit and Section 72 of the *Planning and Environment Act 1987* to amend the Permit in the following manner:

- 4.1** Amend the preamble to the Permit to remove the words “*the use of the land for dependent person’s unit*” and replace with the words “*and shed*”.

We request that the preamble to the Permit be amended to read as follows:

“Use and development of the land for a dwelling and shed and associated vegetation removal and alterations to a road in a Transport Zone 2.”

- 4.2** Delete Conditions 5 and 6 as each condition relates to the Dependent Person’s Unit which is not being proceeded with.

- 4.3** Approval and endorsement of the amended plans under Condition 2 of the Permit.

5.0 Planning Controls – Cardinia Planning Scheme

Since the issue of the Permit on 21 July 2023 there has been no change to the planning controls that apply to the land. The land remains in:

- Green Wedge A Zone and Schedule 1 applies.
- Environmental Significance Overlay and Schedule 1 applies.

5.1 Green Wedge A Zone – Schedule 1

In comparison to the DPU, the replacement Shed maintains the same approved setback except for the rear setback to the western boundary. **Clause 35.05-5** of the Cardinia Planning Scheme suggests a setback of 5 metres from the rear or western boundary. Council approved a 3.0 metre setback for the DPU. It is proposed to provide a 2.0 metre setback for the Shed.

It is submitted that the reduced setback to the rear boundary from 5.0 to 2.0 metres, when 3.0 metres was permitted for the DPU, is a relatively minimal reduction due to the interface with the Golf Driving Range to the west.

5.2 Environmental Significance Overlay – Schedule 1

A permit is not required to construct a building or construct or carry out works provided a number of requirements are met. If one or more are not met, a Permit is required to vary them.

To assist with Council’s assessment, we provide a response to each requirement and identify if a Permit is required to vary the requirement.

“Building materials must be non-reflective or subdued colours which complement the environment to the satisfaction of the responsible authority.”

Response

The Shed will be finished in vertical steel cladding finished in matt “Monument” colour with pitched roof profile, satisfying the above requirement.

“The height of any dwelling must not exceed 7 metres above natural ground level and the height of all other buildings must not exceed 4 metres above natural ground level.”

Response

For the purposes of this Section 72 application, a dwelling is not proposed as it has already been approved by the Permit and constructed. Nevertheless, the pitched roof of the Shed has an overall height of 6.387 metres to the ridge, satisfying the 7 metre height limit.

No Permit Required

“The works must not involve the excavation of land exceeding 1 metre or filling of land exceeding 1 metre and any disturbed area must be stabilised by engineering works or revegetation to prevent erosion.”

Response

The subject site is virtually flat. As a consequence, earthworks are minimal.

No Permit Required.

“The slope of the land on which the buildings or works are undertaken must not exceed 20%.”

Response

Prior to construction of the dwelling the fall across the land with no more than 1 metre or a 3% fall, much less than the 20% permit trigger.

No Permit Required.

“The buildings and works must not result in the removal or destruction of native vegetation (including trees, shrubs, herbs, sedges and grasses) within an area of botanical or zoological significance as shown on the mapped information provided by the Department of Sustainability and Environment, with the exception of Sweet Pittosporum (Pittosporum undulatum).”

Response

The Arboricultural Report submitted with the initial application prior to the issue of the Permit identified three (3) trees required a Permit to be removed. Approval was issued to remove the vegetation. No further vegetation is to be removed for the Shed.

No Permit Required

"If the building is an extension to an existing dwelling that is less than 50 percent of the floor area of the existing building."

Response

The proposed Shed is not an extension to the existing dwelling.

No Permit Required.

"If the building is an outbuilding ancillary to a dwelling, the gross floor area of all outbuildings on the land must not exceed 120 square metres."

Response

The proposed Shed is an outbuilding with a floor area of 120 square metres.

No Permit Required.

"If the building is in a Green Wedge or Rural Conservation Zone and is associated with the existing use of the land for the purposes of agriculture, the gross floor area of the building must not exceed 160 square metres."

Response

The land is located in a Green Wedge A Zone and not used for the purposes of agriculture. This requirement does not apply.

No Permit Required

"If a building envelope is registered on the plan of subdivision, any building must be located within the building envelope."

Response

A building envelope is not registered on the plan of subdivision.

No Permit Required.



ADVERTISED MATERIAL
Planning Application: T220774-1
Date Prepared: 21 January 2026

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6.0 Conclusion

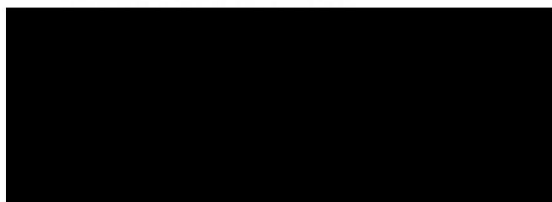
We enclose:

- Completed Application to Amend the preamble to the Permit, delete Permit Conditions and amend the endorsed plans of Planning Permit No. T2200774 pursuant to Section 72 of the *Planning and Environment Act 1987* and Condition 2 of the Permit;
- Amended plans to be approved and endorsed under the Permit;
- Recent copy of title; and
- Payment of the application fee of \$1,853.30.

We look forward to receiving our amended planning permit and endorsed plans.

Should Council have any queries with regard to this submission or application to amend Planning Permit No. T220774, please do not hesitate to contact me on [REDACTED]

Yours faithfully,



Peninsula Planning Consultants Pty. Ltd.



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

Page 1 of 1

VOLUME 12395 FOLIO 078

Security no : 124128684448D
Produced 05/10/2025 12:45 PM

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 838044G.

PARENT TITLES :

Volume 08953 Folio 483 Volume 12184 Folio 288

Created by instrument PS838044G 14/08/2022

REGISTERED PROPRIETOR

ENCUMBRANCES, CAVEATS AND NOTICES

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

AGREEMENT Section 173 Planning and Environment Act 1987
AS795359L 10/12/2019

AGREEMENT Section 173 Planning and Environment Act 1987
AV392278G 03/03/2022

DIAGRAM LOCATION

SEE PS838044G FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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



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

Street Address: 291 BEACONSFIELD-EMERALD ROAD BEACONSFIELD VIC 3807

ADMINISTRATIVE NOTICES

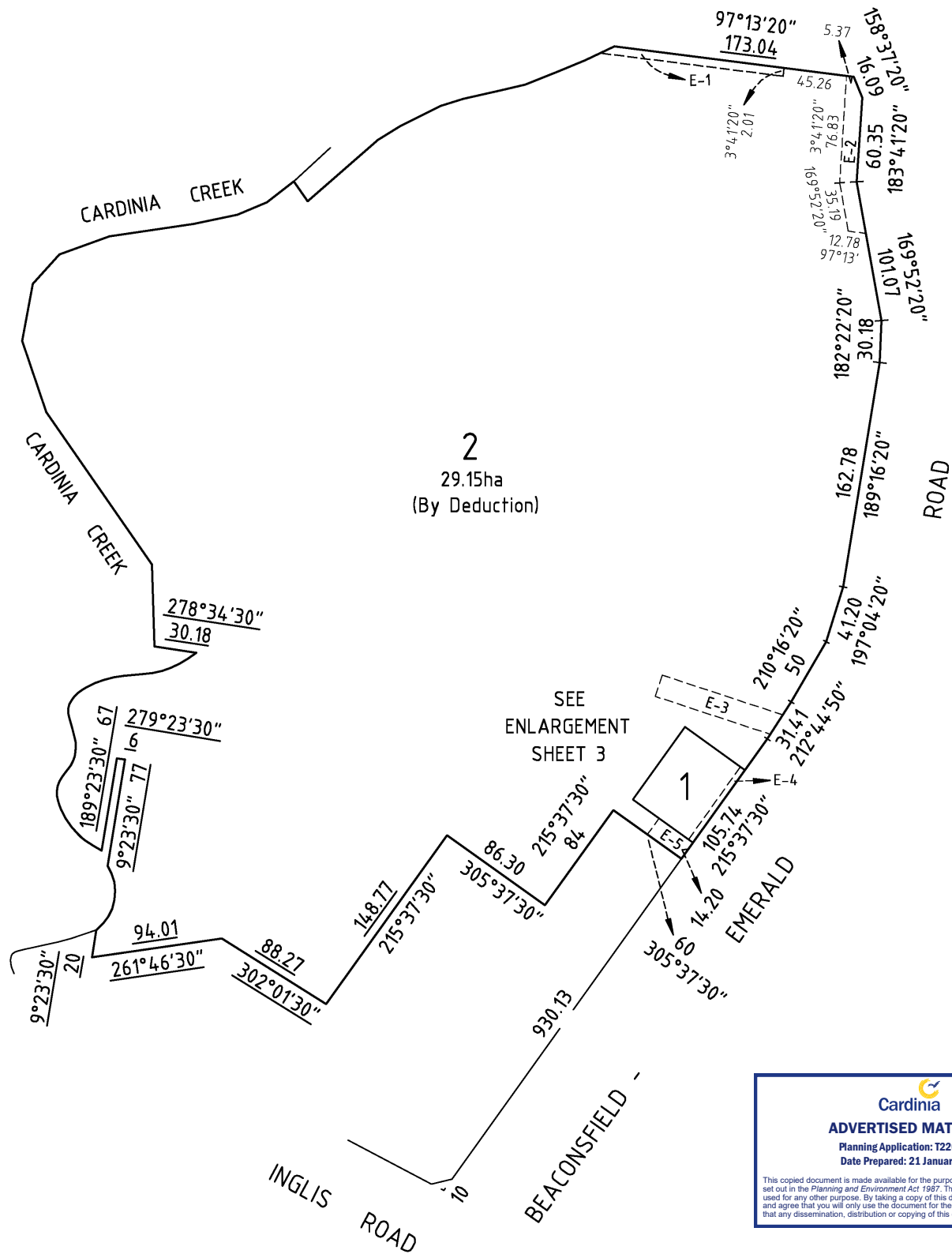
NIL

DOCUMENT END

PLAN OF SUBDIVISION			EDITION 1		PS 838044 G	
LOCATION OF LAND			Council Name: Cardinia Shire Council			
PARISH: Pakenham			Council Reference Number: S21-085			
TOWNSHIP: ---			Planning Permit Reference: T200421-1			
SECTION: ---			SPEAR Reference Number: S176293B			
CROWN ALLOTMENT: 59A, 59D and 59F (Parts)			Certification			
CROWN PORTION: ---			This plan is certified under section 6 of the Subdivision Act 1988			
TITLE REFERENCE: Vol. 8953 Fol. 483 & Vol. 12184 Fol. 288			Public Open Space			
LAST PLAN REFERENCE: TP 514700 S & Lot 2 on PS 803515 P			A requirement for public open space under section 18 of the Subdivision Act 1988 has not been made			
POSTAL ADDRESS: 335 Beaconsfield - Emerald Road, GUYS HILL (at time of subdivision)			Digitally signed by: Sonia Higgins for Cardinia Shire Council on 12/07/2022			
MGA CO-ORDINATES: E: 358 100 ZONE: 55 (of approx centre of land in plan) N: 5 790 800 GDA 2020			Statement of Compliance issued: 13/07/2022			
VESTING OF ROADS AND/OR RESERVES			NOTATIONS			
IDENTIFIER		COUNCIL/BODY/PERSON		Underlined dimensions are based on Title only and are not the subject of this survey.		
Nil		Nil				
NOTATIONS			<div> ADVERTISED MATERIAL Planning Application: T220774-1 Date Prepared: 21 January 2026 <small>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.</small></div>			
DEPTH LIMITATION: 15.24m BELOW THE SURFACE FOR TP 115129 S						
SURVEY: This plan is based on PARTIAL survey.						
STAGING: This is not a staged subdivision. Planning Permit No.						
This survey has been connected to permanent marks No(s). 55 and 71 In Proclaimed Survey Area No. ---						
EASEMENT INFORMATION						
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)						
Easements and rights implied by Section 12(2) of the Subdivision Act 1988 apply to all of the land in this plan.						
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of		
E-1	Drainage	2.01	Transfer C890104	C/T Vol. 8953 Fol. 483		
E-2	Carriageway	See Plan	Transfer C890104	C/T Vol. 8953 Fol. 483		
E-3	Powerlines	16	PS 803515 P	AusNet Electricity Services Pty Ltd		
E-4	Telecommunications (underground)	2	This Plan	Lot 2 on this Plan		
E-5	Carriageway	14.20	This Plan	Lot 1 on this Plan		
NOBELIUS LAND SURVEYORS		SURVEYORS FILE REF: 14827		ORIGINAL SHEET SIZE: A3		SHEET 1 OF 3
 P.O. BOX 461 PAKENHAM 3810 Ph 03 5941 4112 mail@nobelius.com.au		Digitally signed by: Benjamin Stephen Nobelius, Licensed Surveyor, Surveyor's Plan Version (Version F), 18/11/2021, SPEAR Ref: S176293B		PLAN REGISTERED TIME: 1.49pm DATE: 14/8/2022 A.R.T. Assistant Registrar of Titles		

PS 838044 G

MGA2020
ZONE 55



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Planning Application: T220774-1
Date Prepared: 21 January 2026

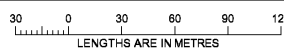
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NOBELIUS LAND SURVEYORS



P.O. BOX 461
PAKENHAM 3810
Ph 03 5941 4112
mail@nobelius.com.au

SCALE
1:3000



Digitally signed by: Benjamin Stephen Nobelius, Licensed Surveyor,
Surveyor's Plan Version (Version F),
18/11/2021, SPEAR Ref: S176293B

ORIGINAL SHEET
SIZE: A3

SHEET 2

Digitally signed by:
Cardinia Shire Council,
12/07/2022,
SPEAR Ref: S176293B

PS 838044 G

SEE
SHEET 2

MGA2020
ZONE 55

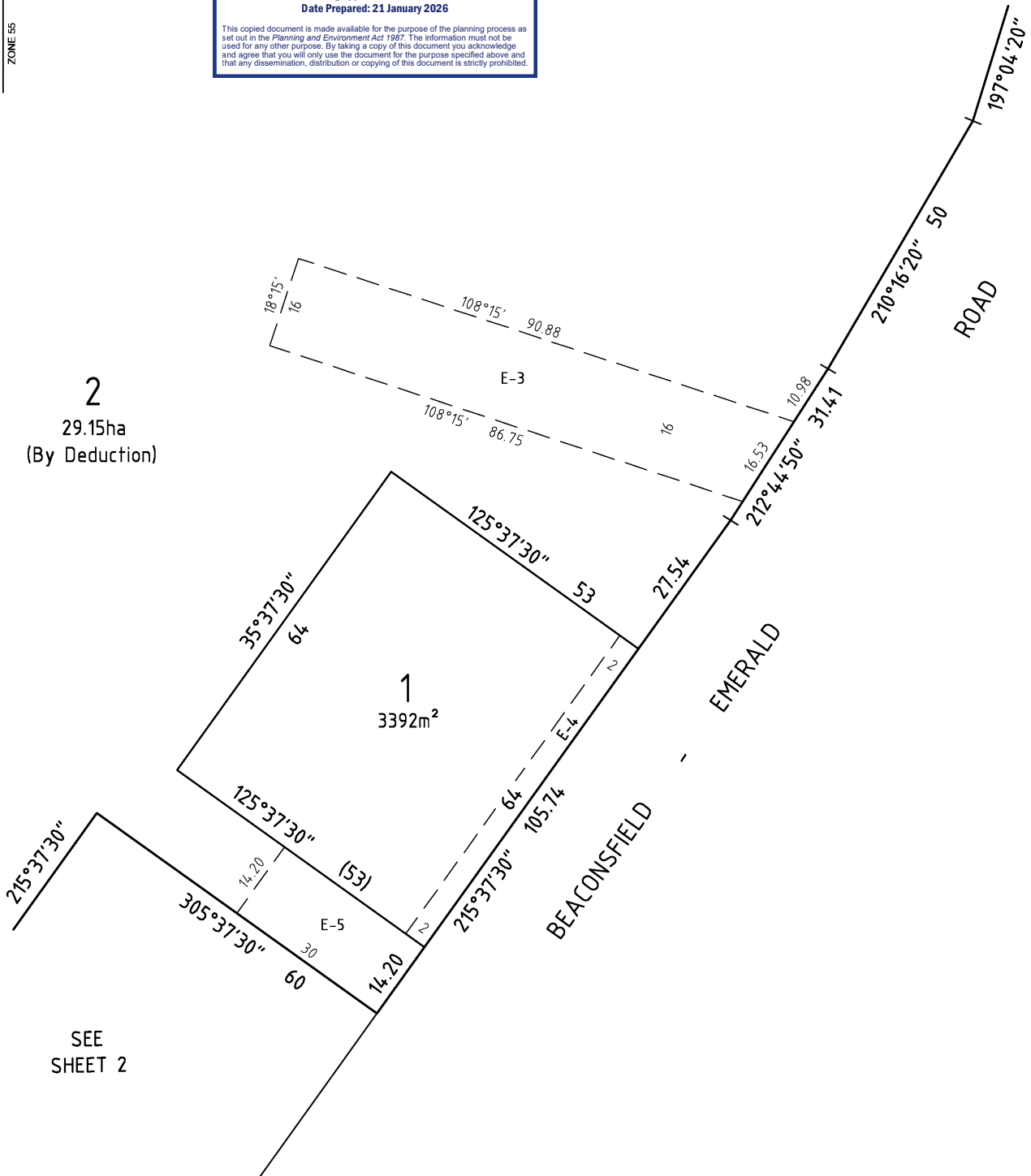


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2
29.15ha
(By Deduction)



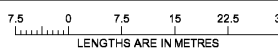
SEE
SHEET 2

NOBELIUS LAND SURVEYORS



P.O. BOX 461
PAKENHAM 3810
Ph 03 5941 4112
mail@nobelius.com.au

SCALE
1:750



Digitally signed by: Benjamin Stephen Nobelius, Licensed Surveyor,
Surveyor's Plan Version (Version F),
18/11/2021, SPEAR Ref: S176293B

ORIGINAL SHEET
SIZE: A3

SHEET 3

Digitally signed by:
Cardinia Shire Council,
12/07/2022,
SPEAR Ref: S176293B

Deed of Agreement

Section 173 Agreement

Cardinia Shire Council

and

**South East Water Corporation
ABN 89 066 902 547**

and

Berwick Montuna Golf Club



ADVERTISED MATERIAL

**Planning Application: T220774-1
Date Prepared: 21 January 2026**

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**DEED OF AGREEMENT
Section 173 Agreement**

DATE 01/07/2021

PARTIES

Cardinia Shire Council of 20 Siding Avenue, Officer VIC 3809 (the "Responsible Authority");

South East Water Corporation ABN 89 066 902 547 of WatersEdge, 101 Wells Street, Frankston VIC 3199 ("South East Water"); and

Berwick Montuna Golf Club of Beaconsfield-Emerald Road, Guys Hill VIC 3807 (the "Owner").

RECITALS

- A. The Owner is the registered proprietor of an estate in fee simple of the land known as Lot 1 on TP 514700S & Lot 2 on PS 803515P and being part of the land described in Certificate of Title Volume 8953 Folio 483 and Volume 12184 Folio 288 (the "Land").
- B. The Cardinia Shire Council is the Responsible Authority, under the *Planning and Environment Act 1987* (the "Act"), for the purposes of the Cardinia Planning Scheme (the "Scheme"). The Land is affected by the provisions of the Scheme.
- C. South East Water has a water supply district and a sewerage district established under the Water Act 1989; the land is included in South East Water's districts.
- D. The Responsible Authority issued a planning permit (permit no. T200421) for a Two (2) lot boundary realignment and vegetation removal in accordance with plan of Subdivision no. PS838044G (the "Permit"). Pursuant to Condition 9 of the Permit, the Owner is required to enter into an agreement with South East Water for the provision of sewerage services to the Land and fulfil all requirements (in relation to the provision of sewerage infrastructure) to South East Water's satisfaction.
- E. The Responsible Authority, South East Water and the Owner have agreed to enter into this agreement pursuant to section 173 of the Act.



OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

Definitions

"Act" means the Planning and Environment Act 1987.

"Agreement" means this Deed of Agreement.

"Chief Health Officer" means the Chief Health Officer within the meaning of the Public Health and Wellbeing Act 2008 (Vic).

"Early Connection Option (ECO)" means an opportunity for property owners to connect to the sewer system earlier than the planned sewer backlog program.

"EPA" means the Environment Protection Authority.

"Land" has the meaning ascribed to it in Recital A.

"Laws" means Commonwealth, Victorian or local government legislation, regulations, by-laws and other sub-ordinate legislation, codes and policies (including the State Environment Protection Policy (Waters of Victoria)), judicial, administrative or regulatory decrees, judgments or orders from time to time including as amended or modified or re-enacted from time to time.

"New Customer Contributions" means a charge levied on a per service and/or per lot basis which is a contribution towards the cost of connecting to the sewerage system that is required to cater for urban growth now and in the future.

"Sewage" means sewage as defined in the Water Act 1989 (Vic).

"South East Water" means South East Water Corporation ABN 89 066 902 547 of WatersEdge, 101 Wells Street, Frankston, VIC 3199 and includes any delegate or successor of South East Water.

"Transferee" means a person or company who takes transfer of or enters into a Contract of Sale to purchase the Land.

"Water Act" means the Water Act 1989 (Vic).

General Interpretation

In this Agreement, unless the context otherwise requires:

- (a) a reference to any legislation or any legislative provision includes any statutory modification or re-enactment of, or legislative provisions substituted for, and any subordinate legislation issued under, that legislation or legislative provisions;
- (b) the singular includes the plural and vice versa;
- (c) a reference to an individual or person includes a corporation, partnership, joint venture, association, authority, trust, state or government, or vice versa;
- (d) a reference to any gender includes all genders;
- (e) a reference to a recital, clause, schedule, annexure or exhibit is to a recital, clause, schedule, annexure or exhibit of or to this Agreement;
- (f) a recital, schedule, annexure or a description of the parties forms part of this Agreement;
- (g) a reference to any Agreement or document is to that Agreement or document (and, where applicable, any of its provisions) as amended, innovated, supplemented, or replaced from time to time;
- (h) a reference to any party to this Agreement or any other document or arrangement includes that party's executors, administrators, substitutes, successors and permitted assigns; and
- (i) where an expression is defined, another part of the speech or grammatical form of that expression has a corresponding meaning.

Headings

In this Agreement, headings are for convenience of reference only and do not affect interpretation.



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2. CONFIRMATION OF RECITALS

Each of the parties to this Agreement confirms the recitals that relate to that party.

3. EFFECT OF THE AGREEMENT AND REGISTRATION

3.1 Agreement under Section 173 of the Act

The parties agree that without limiting or restricting the 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.

3.2 Covenants to Run with the Land

The parties agree and declare that the obligations imposed on the Owner under this Agreement are intended to take effect as covenants which shall be annexed to and run at law and equity with the whole or any part of the Land and bind the Owner, its successors, transferees and permitted assigns, the registered proprietor or proprietors for the time being of the Land.

3.3 Registration Memorandum

- (a) An application, pursuant to section 181 of the Act shall be made by the Responsible Authority to the Registrar of Titles for the entry of a memorandum of this Agreement upon the Certificate of Title to the Land.
- (b) The Owner shall do all things necessary to enable the application made by the Responsible Authority to be entered on the Certificate of Title to the Land, including signing any further agreement, acknowledgment or document.

4. COVENANTS

4.1 Owner's Covenants

If a reticulated sewerage system is not provided to the Land, the Owner covenants and agrees with the Council and South East Water as follows:

- (a) It will at the written request of the Council, the Chief Health Officer or the EPA, upon 60 days notice, provide proof at the cost of the Owner, and to the satisfaction of the Council, Chief Health Officer or the EPA making the request, that:
 - (i) all sewage is being and will continue to be treated and retained within the Land without danger to public health, safety and the environment; and
 - (ii) any treatment systems meet and will continue to meet the relevant requirements of all Laws relating to such systems;
- (b) For the purpose of providing proof under clause 4.1(a), and without limiting any other form of proof that may be required, it will conduct such tests reasonably required by the Council, the Chief Health Officer or the EPA at the cost of the Owner;
- (c) It will at the written request of the Council, and at the Owner's cost:
 - (i) repair, replace or upgrade its treatment system; and
 - (ii) take any other steps required by the Council to ensure that:



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(A) all sewage is being and will continue to be adequately treated and retained within the Land without danger to public health, safety or the environment; and

(B) any treatment system it uses meets and will continue to meet the requirements of Laws relating to such systems and the treatment of sewage from time to time;

(d) Without limiting any powers of the Council under clause 4.1(c), if the Council is not satisfied that:

(i) all sewage is being or will continue to be adequately treated and retained within the Land without danger to public health, safety or the environment; or

(ii) any treatment system used by the Owner meets and will continue to meet the requirements of all Laws relating to such systems and the treatment of sewage from time to time,

subject to clause 4.1(e), the Owner will at the written request of the Council, enter into an agreement with South East Water for the provision of reticulated sewerage services to the Land and fulfil all requirements of South East Water;

(e) If Council approved the installation of an interim septic system to the Land under an Early Connection Option (ECO) program, the Owner is required to connect to reticulated sewer within 60 days of it becoming available.

If sewer is not provided to the Land within 3 years of the permit to install being issued for the interim septic system, the Owner is required to install a suitable long-term septic tank system in accordance with the Council's Wastewater Management Policy.

(f) If South East Water provides, agrees to provide, or is legally required to provide reticulated sewerage services to the Land, whether pursuant to any agreement, or backlog or other program or scheme or otherwise, the Owner will pay the cost of extending and connecting the reticulated sewer and associated works to the Land, including pay the cost of any works, and pay the New Customer Contribution charge and other charges applicable from time to time.

4.2 Council's and Owner's Agreements and Acknowledgments

The Council and the Owner acknowledge and agree that:

(a) South East Water shall not be required to enter into an agreement with the Owner for the provision of reticulated sewerage services to the Land except to the extent it is required to do so under the Water Act; and

(b) Nothing in this Agreement shall limit the powers of South East Water under the Water Act, including Section 147 of that act.

4.3 South East Water's Agreement

Any payments required by South East Water under Sections 268 and 270 of the Water Act shall be assessed by South East Water in accordance with those respective provisions of that act.



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5. OWNER'S INDEMNITY AND RELEASE

The Owner agrees not to make any claim for damage or loss of any kind against the Responsible Authority or South East Water arising from or referable to the provision of sewerage services to the Land, this Agreement or any non-compliance with this Agreement. The Owner agrees to hold harmless and keep the Responsible Authority and South East Water indemnified for and against all actions, claims, liability, demands, damages, losses, expenses and/or costs by or at the instance of any person or body whatsoever and howsoever caused, including but without limiting, any claim in negligence or arising from personal injury, arising from or referable to the provision of sewerage services to the Land, this Agreement or any non-compliance with this Agreement.

6. OWNER'S WARRANTIES

- (a) Without limiting the operation or effect of this Agreement, the Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Land which may be affected by this Agreement.
- (b) The Owner covenants to obtain the consent by any mortgagee to be bound by the covenants in this Agreement if the mortgagee becomes a mortgagee in possession of the Land.
- (c) Without limiting the operation or effect of this Agreement, the Owner must ensure that until a Memorandum of this Agreement is registered on the Certificate of Title to this Land, the Owner will ensure that its' Transferees:
 - (i) give effect to, do all acts and sign all documents to give effect to this Agreement; and
 - (ii) execute a deed agreeing to be bound by this Agreement.

7. OWNER'S OR TRANSFeree'S DEFAULT

If the Owner or a Transferee fails to comply with the provisions of this Agreement or any requirement made under the provisions of this Agreement, the Responsible Authority or South East Water may serve a notice on the Owner or a Transferee (as the case may be) specifying the works, matters and things in respect of which the Owner or Transferee is in default. If the alleged default continues for 30 days after the service of such notice, the Responsible Authority or South East Water may by its officers, employees, agents and contractors enter the Land and ensure that the works, matters and things are carried out. The costs incurred by the Responsible Authority or South East Water in undertaking the works as a result of the Owner or Transferee's default will be payable by the Owner or the Transferee.

8. COSTS

The Owner will pay South East Water's and the Responsible Authority's reasonable costs and expenses in relation to the negotiation, preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement which are and until payable remain a debt due to the Responsible Authority and/or South East Water (as the case may be).

9. NO FETTERING OF THE RESPONSIBLE AUTHORITY'S POWERS

The parties acknowledge and agree that this Agreement does not fetter or restrict the power or discretion of the Responsible Authority 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 application to the Land or relating to any use or development of the Land.

10. NOTICES

Any notice under this Agreement may be served by delivering, either personally or by registered mail, to the Parties.

11. SEVERABILITY

If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, paragraph or clause of this Agreement is unenforceable, legal or void then it must be severed and the other provisions of this Agreement remain operational.

12. FURTHER ASSURANCE

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

13. NO WAIVER

Any time or time indulgence granted by the Responsible Authority or South East Water to the Owner or any variation of the terms and conditions of this Agreement will not in any way amount to a waiver of any of the rights and remedies of the Responsible Entity or South East Water in relation to the terms of this Agreement.

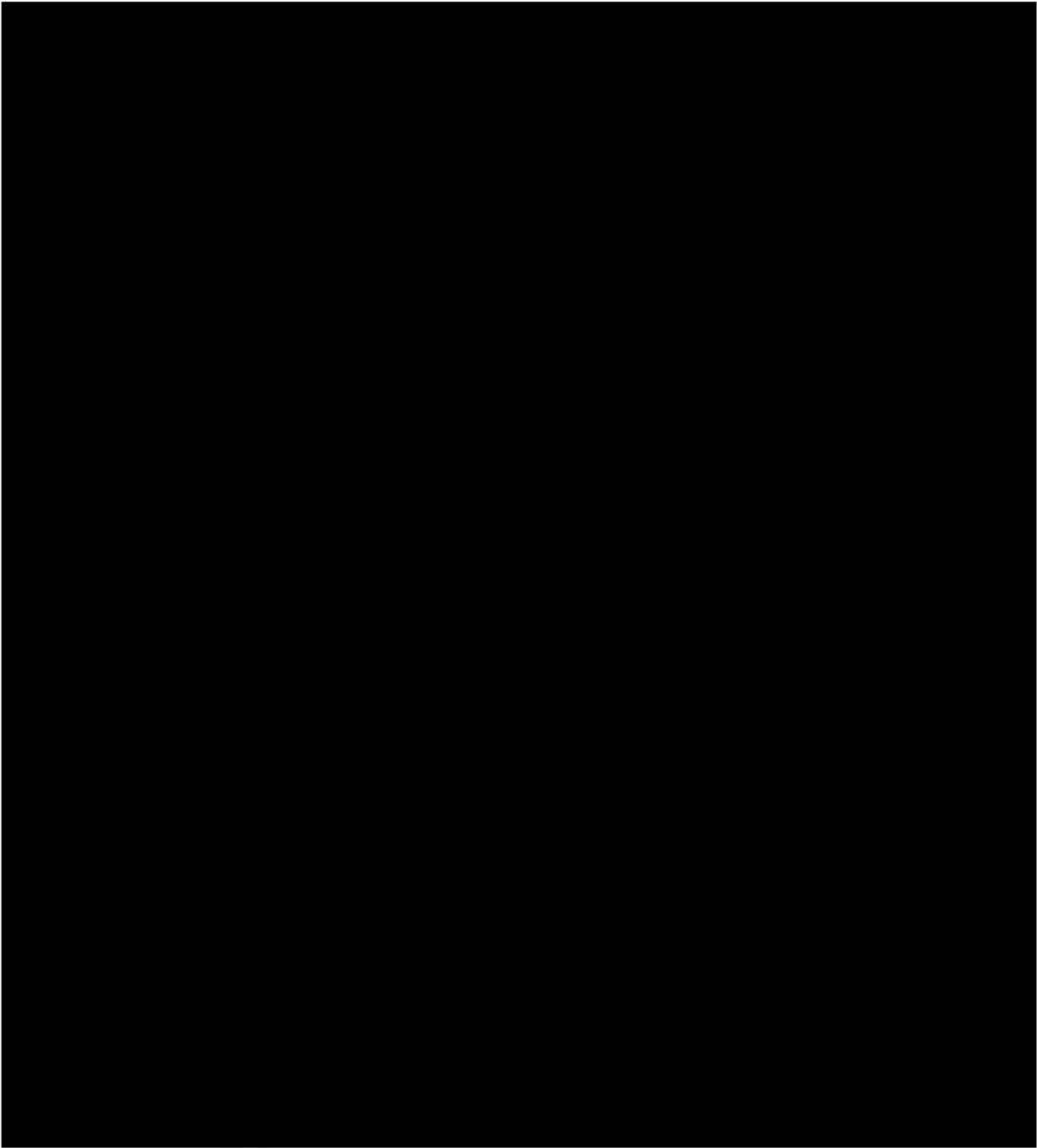


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Form No: BS 1057
03 March 2020



Cardinia

ADVERTISED MATERIAL

Planning Application: T220774-1
Date Prepared: 21 January 2026

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Deed of Agreement

Section 173 Agreement

Cardinia Shire Council

and

South East Water Corporation
ABN 89 066 902 547

and

Berwick Montuna Golf Club



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Planning Application: T220774-1

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**DEED OF AGREEMENT
Section 173 Agreement**

DATE 26 / 11 / 2019

PARTIES

Cardinia Shire Council of 20 Siding Avenue, Officer VIC 3809 (the "**Responsible Authority**");

South East Water Corporation ABN 89 066 902 547 of WatersEdge, 101 Wells Street, Frankston VIC 3199 ("**South East Water**"); and

Berwick Montuna Golf Club of Beaconsfield-Emerald Road, Guys Hill VIC 3807 (the "**Owner**").

RECITALS

- A. The Owner is the registered proprietor of an estate in fee simple of the land known as Lot 1 on TP 758609P & Lot 1 on TP 115129S and being part of the land described in Certificate of Title Volume 8704 Folio 787 and Volume 11934 Folio 577 (the "**Land**").
- B. The Cardinia Shire Council is the Responsible Authority, under the *Planning and Environment Act 1987* (the "**Act**"), for the purposes of the Cardinia Planning Scheme (the "**Scheme**"). The Land is affected by the provisions of the Scheme.
- C. South East Water has a water supply district and a sewerage district established under the Water Act 1989; the land is included in South East Water's districts.
- D. The Responsible Authority issued a planning permit (permit no. T180761) to re-subdivide the Land into Two (2) allotments (boundary realignment) and creation of access to a Road Zone Category 1 in accordance with plan of Subdivision no. PS 803515 P (the "**Permit**"). Pursuant to Condition 3 of the Permit, the Owner is required to enter into an agreement with South East Water for the provision of sewerage services to the Land and fulfil all requirements (in relation to the provision of sewerage infrastructure) to South East Water's satisfaction.
- E. The Responsible Authority, South East Water and the Owner have agreed to enter into this agreement pursuant to section 173 of the Act.

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

Definitions

"**Act**" means the Planning and Environment Act 1987.

"**Agreement**" means this Deed of Agreement.

"**Chief Health Officer**" means the Chief Health Officer within the meaning of the Public Health and Wellbeing Act 2008 (Vic).

"**Early Connection Option (ECO)**" means an opportunity for property owners to connect to the sewer system earlier than the planned sewer backlog program.



"EPA" means the Environment Protection Authority.

"Land" has the meaning ascribed to it in Recital A.

"Laws" means Commonwealth, Victorian or local government legislation, regulations, by-laws and other sub-ordinate legislation, codes and policies (including the State Environment Protection Policy (Waters of Victoria)), judicial, administrative or regulatory decrees, judgments or orders from time to time including as amended or modified or re-enacted from time to time.

"New Customer Contributions" means a charge levied on a per service and/or per lot basis which is a contribution towards the cost of connecting to the sewerage system that is required to cater for urban growth now and in the future.

"Sewage" means sewage as defined in the Water Act 1989 (Vic).

"South East Water" means South East Water Corporation ABN 89 066 902 547 of WatersEdge, 101 Wells Street, Frankston, VIC 3199 and includes any delegate or successor of South East Water.

"Transferee" means a person or company who takes transfer of or enters into a Contract of Sale to purchase the Land.

"Water Act" means the Water Act 1989 (Vic).

General Interpretation

In this Agreement, unless the context otherwise requires:

- (a) a reference to any legislation or any legislative provision includes any statutory modification or re-enactment of, or legislative provisions substituted for, and any subordinate legislation issued under, that legislation or legislative provisions;
- (b) the singular includes the plural and vice versa;
- (c) a reference to an individual or person includes a corporation, partnership, joint venture, association, authority, trust, state or government, or vice versa;
- (d) a reference to any gender includes all genders;
- (e) a reference to a recital, clause, schedule, annexure or exhibit is to a recital, clause, schedule, annexure or exhibit of or to this Agreement;
- (f) a recital, schedule, annexure or a description of the parties forms part of this Agreement;
- (g) a reference to any Agreement or document is to that Agreement or document (and, where applicable, any of its provisions) as amended, innovated, supplemented, or replaced from time to time;
- (h) a reference to any party to this Agreement or any other document or arrangement includes that party's executors, administrators, substitutes, successors and permitted assigns; and
- (i) where an expression is defined, another part of the speech or grammatical form of that expression has a corresponding meaning.

Headings

In this Agreement, headings are for convenience of reference only and do not affect interpretation.

2. CONFIRMATION OF RECITALS

Each of the parties to this Agreement confirms the recitals that relate to that party.

3. EFFECT OF THE AGREEMENT AND REGISTRATION

3.1 Agreement under Section 173 of the Act

The parties agree that without limiting or restricting the 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.

3.2 Covenants to Run with the Land

The parties agree and declare that the obligations imposed on the Owner under this Agreement are intended to take effect as covenants which shall be annexed to and run at law and equity with the whole or any part of the Land and bind the Owner, its successors, transferees and permitted assigns, the registered proprietor or proprietors for the time being of the Land.

3.3 Registration Memorandum

- (a) An application, pursuant to section 181 of the Act shall be made by the Responsible Authority to the Registrar of Titles for the entry of a memorandum of this Agreement upon the Certificate of Title to the Land.
- (b) The Owner shall do all things necessary to enable the application made by the Responsible Authority to be entered on the Certificate of Title to the Land, including signing any further agreement, acknowledgment or document.

4. COVENANTS

4.1 Owner's Covenants

If a reticulated sewerage system is not provided to the Land, the Owner covenants and agrees with the Council and South East Water as follows:

- (a) It will at the written request of the Council, the Chief Health Officer or the EPA, upon 60 days notice, provide proof at the cost of the Owner, and to the satisfaction of the Council, Chief Health Officer or the EPA making the request, that:
 - (i) all sewage is being and will continue to be treated and retained within the Land without danger to public health, safety and the environment; and
 - (ii) any treatment systems meet and will continue to meet the relevant requirements of all Laws relating to such systems;
- (b) For the purpose of providing proof under clause 4.1(a), and without limiting any other form of proof that may be required, it will conduct such tests reasonably required by the Council, the Chief Health Officer or the EPA at the cost of the Owner;
- (c) It will at the written request of the Council, and at the Owner's cost:
 - (i) repair, replace or upgrade its treatment system; and

- (ii) take any other steps required by the Council to ensure that:
 - (A) all sewage is being and will continue to be adequately treated and retained within the Land without danger to public health, safety or the environment; and
 - (B) any treatment system it uses meets and will continue to meet the requirements of Laws relating to such systems and the treatment of sewage from time to time;
- (d) Without limiting any powers of the Council under clause 4.1(c), if the Council is not satisfied that:

- (i) all sewage is being or will continue to be adequately treated and retained within the Land without danger to public health, safety or the environment; or
- (ii) any treatment system used by the Owner meets and will continue to meet the requirements of all Laws relating to such systems and the treatment of sewage from time to time,

subject to clause 4.1(e), the Owner will at the written request of the Council, enter into an agreement with South East Water for the provision of reticulated sewerage services to the Land and fulfil all requirements of South East Water;

- (e) If Council approved the installation of an interim septic system to the Land under an Early Connection Option (ECO) program, the Owner is required to connect to reticulated sewer within 60 days of it becoming available.

If sewer is not provided to the Land within 3 years of the permit to install being issued for the interim septic system, the Owner is required to install a suitable long-term septic tank system in accordance with the Council's Wastewater Management Policy.

- (f) If South East Water provides, agrees to provide, or is legally required to provide reticulated sewerage services to the Land, whether pursuant to any agreement, or backlog or other program or scheme or otherwise, the Owner will pay the cost of extending and connecting the reticulated sewer and associated works to the Land, including pay the cost of any works, and pay the New Customer Contribution charge and other charges applicable from time to time.

4.2 Council's and Owner's Agreements and Acknowledgments

The Council and the Owner acknowledge and agree that:

- (a) South East Water shall not be required to enter into an agreement with the Owner for the provision of reticulated sewerage services to the Land except to the extent it is required to do so under the Water Act; and
- (b) Nothing in this Agreement shall limit the powers of South East Water under the Water Act, including Section 147 of that act.

4.3 South East Water's Agreement

Any payments required by South East Water under Sections 268 and 270 of the Water Act shall be assessed by South East Water in accordance with those respective provisions of that act.

5. OWNER'S INDEMNITY AND RELEASE

The Owner agrees not to make any claim for damage or loss of any kind against the Responsible Authority or South East Water arising from or referable to the provision of sewerage services to the Land, this Agreement or any non-compliance with this Agreement. The Owner agrees to hold harmless and keep the Responsible Authority and South East Water indemnified for and against all actions, claims, liability, demands, damages, losses, expenses and/or costs by or at the instance of any person or body whatsoever and howsoever caused, including but without limiting, any claim in negligence or arising from personal injury, arising from or referable to the provision of sewerage services to the Land, this Agreement or any non-compliance with this Agreement.

6. OWNER'S WARRANTIES

- (a) Without limiting the operation or effect of this Agreement, the Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Land which may be affected by this Agreement.
- (b) The Owner covenants to obtain the consent by any mortgagee to be bound by the covenants in this Agreement if the mortgagee becomes a mortgagee in possession of the Land.
- (c) Without limiting the operation or effect of this Agreement, the Owner must ensure that until a Memorandum of this Agreement is registered on the Certificate of Title to this Land, the Owner will ensure that its' Transferees:
 - (i) give effect to, do all acts and sign all documents to give effect to this Agreement; and
 - (ii) execute a deed agreeing to be bound by this Agreement.


Cardinia
ADVERTISED MATERIAL
 Planning Application: T220774-1
 Date Prepared: 21 January 2026

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7. OWNER'S OR TRANSFEREE'S DEFAULT

If the Owner or a Transferee fails to comply with the provisions of this Agreement or any requirement made under the provisions of this Agreement, the Responsible Authority or South East Water may serve a notice on the Owner or a Transferee (as the case may be) specifying the works, matters and things in respect of which the Owner or Transferee is in default. If the alleged default continues for 30 days after the service of such notice, the Responsible Authority or South East Water may by its officers, employees, agents and contractors enter the Land and ensure that the works, matters and things are carried out. The costs incurred by the Responsible Authority or South East Water in undertaking the works as a result of the Owner or Transferee's default will be payable by the Owner or the Transferee.

8. COSTS

The Owner will pay South East Water's and the Responsible Authority's reasonable costs and expenses in relation to the negotiation, preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement which are and until payable remain a debt due to the Responsible Authority and/or South East Water (as the case may be).

9. NO FETTERING OF THE RESPONSIBLE AUTHORITY'S POWERS

The parties acknowledge and agree that this Agreement does not fetter or restrict the power or discretion of the Responsible Authority 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 application to the Land or relating to any use or development of the Land.

10. NOTICES

Any notice under this Agreement may be served by delivering, either personally or by registered mail, to the Parties.

11. SEVERABILITY

If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, paragraph or clause of this Agreement is unenforceable, legal or void then it must be severed and the other provisions of this Agreement remain operational.

12. FURTHER ASSURANCE

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

13. NO WAIVER

Any time or time indulgence granted by the Responsible Authority or South East Water to the Owner or any variation of the terms and conditions of this Agreement will not in any way amount to a waiver of any of the rights and remedies of the Responsible Entity or South East Water in relation to the terms of this Agreement.



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Planning Application: T220774-1

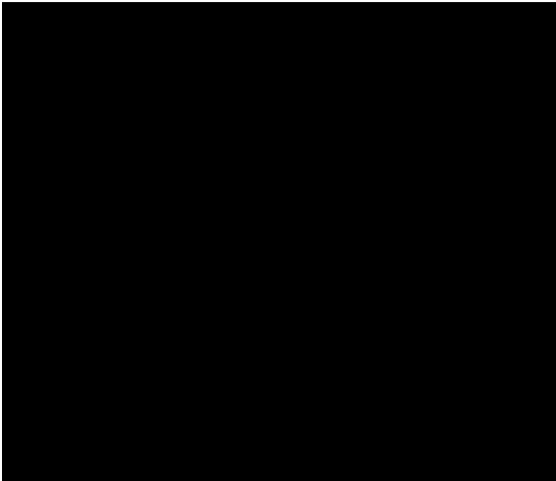
Date Prepared: 21 January 2026

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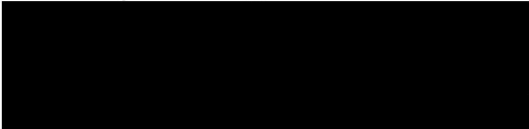
EXECUTED AS A DEED

Signed by and on behalf, and with the authority
of the **Cardinia Shire Council** by the **Manager**
of Development and Compliance Services,
in the exercise of power conferred by an
Instrument of Delegation dated **21 August 2017**.

)
)
)
)
)



In the presence of:



Witness





Cardinia

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Planning Application: T220774-1
Date Prepared: 21 January 2026

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THE COMMON SEAL of Berwick Montuna
Golf Club was affixed in 2021 to the



AS79535



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Department of Environment, Land, Water & Planning

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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 26/09/2022 11:54:26 AM

Status	Registered	Dealing Number	AV392278G
Date and Time Lodged	03/03/2022 12:43:38 PM		

Lodger Details

Lodger Code	24439S
Name	CLAIRE MILES CONVEYANCING PTY LTD
Address	
Lodger Box	
Phone	
Email	
Reference	3475 Berwick Montuna

APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
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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

8953/483
12184/288

Instrument and/or legislation

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

Applicant(s)

Name	CARDINIA SHIRE COUNCIL
Address	
Property Name	CARDINIA SHIRE OFFICE
Street Number	20
Street Name	SIDING
Street Type	AVENUE
Locality	OFFICER
State	VIC
Postcode	3809





Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Additional Details

Refer Image Instrument

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

Execution

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

Executed on behalf of CARDINIA SHIRE COUNCIL

Signer Name

Signer Organisation

Signer Role

Execution Date

CLAIRE MILES CONVEYANCING PTY LTD

LICENSED CONVEYANCER

03 MARCH 2022

File Notes:

NIL

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

Statement End.





Department of Environment, Land, Water & Planning

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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 05/10/2025 12:45:02 PM

Status	Registered	Dealing Number	AW077423A
Date and Time Lodged	19/09/2022 01:12:09 PM		

Lodger Details

Lodger Code	20486E
Name	GALILEE SOLICITORS PTY LTD
Address	
Lodger Box	
Phone	
Email	
Reference	



TRANSFER

Jurisdiction	VICTORIA
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Privacy Collection Statement

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

Land Title Reference

12395/078

Transferor(s)

Name	BERWICK MONTUNA GOLF CLUB
ACN	004815427

Estate and/or Interest being transferred

Fee Simple

Consideration

\$AUD 1010000.00

Transferee(s)

Tenancy (inc. share)	Joint Tenants
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Given Name(s)

Family Name

Address

Street Number

Street Name

Street Type





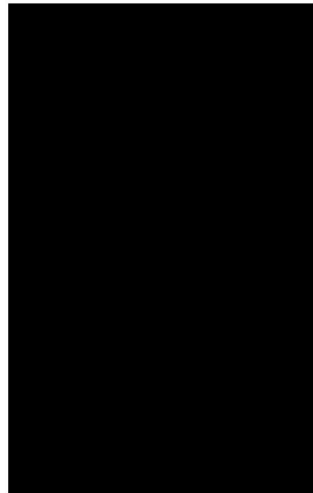
Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Locality
State
Postcode

Given Name(s)
Family Name
Address

Street Number
Street Name
Street Type
Locality
State
Postcode



Duty Transaction ID
5524067

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

Execution

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

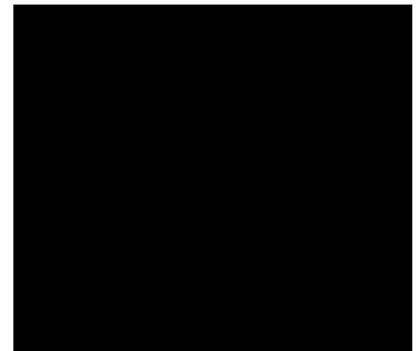
Executed on behalf of

Signer Name

Signer Organisation

Signer Role

Execution Date





Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Execution

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

Executed on behalf of

BERWICK MONTUNA GOLF CLUB

Signer Name

Signer Organisation

CONVEYANCING PTY LTD

LICENSED CONVEYANCER

Signer Role

Execution Date

16 SEPTEMBER 2022

File Notes:

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Statement End.



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Date Prepared: 21 January 2026

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