
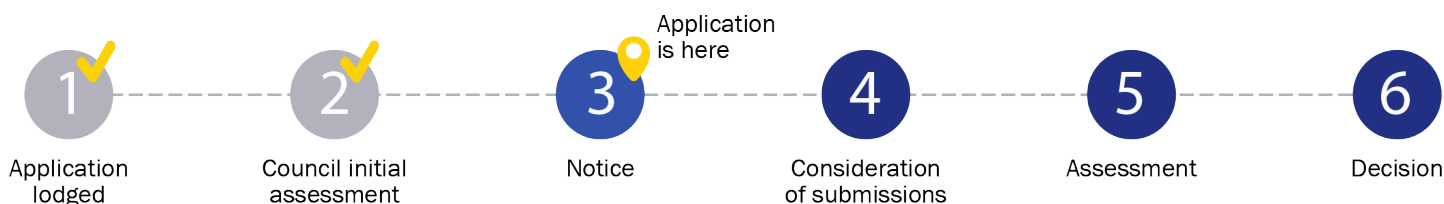


Notice of Application for a Planning Permit

The land affected by the application is located at:	L6 PS718009 V11644 F015 12 Ravendene Court, Maryknoll VIC 3812
The application is for a permit to:	Buildings and works for a dwelling extension
A permit is required under the following clauses of the planning scheme:	
43.02-2	Construct a building or construct or carry out works
42.01-2	Construct a building or construct or carry out works
APPLICATION DETAILS	
The applicant for the permit is:	AD Drafting Services
Application number:	T250772
<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:	06 March 2026
WHAT ARE MY OPTIONS? Any person who may be affected by the granting of the permit may object or make other submissions to the responsible authority. If you object, the Responsible Authority will notify you of the decision when it is issued.	<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>





Planning Enquiries
Phone: 1300 787 624
Web: www.cardinia.vic.gov.au

Clear Form

Office Use Only

Application No.:

Date Lodged: / /

Application for a Planning Permit

If you need help to complete this form, read MORE INFORMATION at the end of this form.

⚠ Any material submitted with this application, including plans and personal information, will be made available for public viewing, including electronically, and copies may be made for interested parties for the purpose of enabling consideration and review as part of a planning process under the *Planning and Environment Act 1987*. If you have any questions, please contact Council's planning department.

⚠ Questions marked with an asterisk (*) must be completed.

⚠ If the space provided on the form is insufficient, attach a separate sheet.

i Click for further information.

The Land **i**

Address of the land. Complete the Street Address and one of the Formal Land Descriptions.

Street Address *

Unit No.:

St. No.: 12

St. Name: Ravendene Court

Suburb/Locality: Maryknoll

Postcode: 3812

Formal Land Description *

Complete either A or B.

⚠ This information can be found on the certificate of title.

If this application relates to more than one address, attach a separate sheet setting out any additional property details.

A

Lot No.: 6

☐ Lodged Plan

☐ Title Plan

☒ Plan of Subdivision

No.: 718009E

OR

B

Crown Allotment No.:

Section No.:

Parish/Township Name:

The Proposal

⚠ You must give full details of your proposal and attach the information required to assess the application. Insufficient or unclear information will delay your application.

i For what use, development or other matter do you require a permit? *

Proposed extension to existing single storey home.



Provide additional information about the proposal, including: plans and elevations; any information required by the planning scheme, requested by Council or outlined in a Council planning permit checklist; and if required, a description of the likely effect of the proposal.

Cost \$300,000

⚠ You may be required to verify this estimate. Insert '0' if no development is proposed.

If the application is for land within **metropolitan Melbourne** (as defined in section 3 of the *Planning and Environment Act 1987*) and the estimated cost of the development exceeds \$1 million (adjusted annually by CPI) the Metropolitan Planning Levy **must** be paid to the State Revenue Office and a current levy certificate **must** be submitted with the application. Visit www.sro.vic.gov.au for information.

i Estimated cost of any development for which the permit is required *

Cardinia
ADVERTISED MATERIAL
Planning Application: T250772
Date Prepared: 18 February 2026


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Existing Conditions

Describe how the land is used and developed now *

For example, vacant, three dwellings, medical centre with two practitioners, licensed restaurant with 80 seats, grazing.

Existing Single Storey Residence.


 Provide a plan of the existing conditions. Photos are also helpful.

Title Information

Encumbrances on title *

Does the proposal breach, in any way, an encumbrance on title such as a restrictive covenant, section 173 agreement or other obligation such as an easement or building envelope?

- ☐ Yes (If 'yes' contact Council for advice on how to proceed before continuing with this application.)
- ☒ No
- ☐ Not applicable (no such encumbrance applies).

 Provide a full, current copy of the title for each individual parcel of land forming the subject site. The title includes: the covering 'register search statement', the title diagram and the associated title documents, known as 'instruments', for example, restrictive covenants.

Applicant and Owner Details

Provide details of the applicant and the owner of the land.

Applicant *

The person who wants the permit.

Name:

Please provide at least one contact phone number *

Contact information for applicant OR contact person below

Business phone:

Mobile phone

Fax:

Where the preferred contact person for the application is different from the applicant, provide the details of that person.

Contact person's details*

Same as applicant ☐

Name:

Organisation (if applicable): AD Drafting Services

Postal Address:

If it is a P.O. Box, enter the details here:

Unit No.:

St. No.: 12

St. Name: Birdsong Rise

Suburb/Locality: Neerim South

State: VIC

Postcode: 3818

Owner *

The person or organisation who owns the land

Where the owner is different from the applicant, provide the details of that person or organisation.

Same as applicant ☒

Name:

Title:

First Name:

Surname:

Organisation (if applicable):

Postal Address:

If it is a P.O. Box, enter the details here:

Unit No.:

St. No.:

St. Name:

Suburb/Locality:

State:

Postcode:

Owner's Signature (Optional):

Date:

day / month / year




ADVERTISED MATERIAL

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Declaration

This form must be signed by the applicant *

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

I declare that I am the applicant; and that all the information in this application is true and correct; and the owner (if not myself) has been notified of the permit application.

Signature 

Date: 22/12/2025

day / month / year

Need help with the Application?

General information about the planning process is available at planning.vic.gov.au

Contact Council's planning department to discuss the specific requirements for this application and obtain a planning permit checklist. Insufficient or unclear information may delay your application.

Has there been a pre-application meeting with a council planning officer?



No



Yes

If 'Yes', with whom?:

Date:

day / month / year

Checklist

Have you:



Filled in the form completely?



Paid or included the application fee?



Most applications require a fee to be paid. Contact Council to determine the appropriate fee.



Provided all necessary supporting information and documents?



A full, current copy of title information for each individual parcel of land forming the subject site.



A plan of existing conditions.



Plans showing the layout and details of the proposal.



Any information required by the planning scheme, requested by council or outlined in a council planning permit checklist.



If required, a description of the likely effect of the proposal (for example, traffic, noise, environmental impacts).



If applicable, a current Metropolitan Planning Levy certificate (a levy certificate expires 90 days after the day on which it is issued by the State Revenue Office and then cannot be used). Failure to comply means the application is void.



Completed the relevant council planning permit checklist?



Signed the declaration?


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Lodgement

Lodge the completed and signed form, the fee and all documents with:

Cardinia Shire Council
PO Box 7
Pakenham VIC 3810

In person: 20 Siding Avenue, Officer

Contact information:

Telephone: 1300 787 624

Email: mail@cardinia.vic.gov.au

DX: 81006

Deliver application in person, by post or by electronic lodgement.

MORE INFORMATION

The Land

Planning permits relate to the use and development of the land. It is important that accurate, clear and concise details of the land are provided with the application.

How is land identified?


Land is commonly identified by a street address, but sometimes this alone does not provide an accurate identification of the relevant parcel of land relating to an application. Make sure you also provide the formal land description - the lot and plan number or the crown, section and parish/township details (as applicable) for the subject site. This information is shown on the title.

See **Example 1**.

The Proposal

Why is it important to describe the proposal correctly?


The application requires a description of what you want to do with the land. You must describe how the land will be used or developed as a result of the proposal. It is important that you understand the reasons why you need a permit in order to suitably describe the proposal. By providing an accurate description of the proposal, you will avoid unnecessary delays associated with amending the description at a later date.

 Planning schemes use specific definitions for different types of use and development. Contact the Council planning office at an early stage in preparing your application to ensure that you use the appropriate terminology and provide the required details.

How do planning schemes affect proposals?

A planning scheme sets out policies and requirements for the use, development and protection of land. There is a planning scheme for every municipality in Victoria. Development of land includes the construction of a building, carrying out works, subdividing land or buildings and displaying signs.

Proposals must comply with the planning scheme provisions in accordance with Clause 61.05 of the planning scheme. Provisions may relate to the State Planning Policy Framework, the Local Planning Policy Framework, zones, overlays, particular and general provisions. You can access the planning scheme by either contacting Council's planning department or by visiting Planning Schemes Online at planning-schemes.delwp.vic.gov.au

 You can obtain a planning certificate to establish planning scheme details about your property. A planning certificate identifies the zones and overlays that apply to the land, but it does not identify all of the provisions of the planning scheme that may be relevant to your application. Planning certificates for land in metropolitan areas and most rural areas can be obtained by visiting www.landata.vic.gov.au. Contact your local Council to obtain a planning certificate in Central Goldfields, Corangamite, Macedon Ranges and Greater Geelong. You can also use the free Planning Property Report to obtain the same information.

See **Example 2**.


Estimated cost of development

In most instances an application fee will be required. This fee must be paid when you lodge the application. The fee is set down by government regulations.

To help Council calculate the application fee, you must provide an accurate cost estimate of the proposed development. This cost does not include the costs of development that you could undertake without a permit or that are separate from the permit process. Development costs should be calculated at a normal industry rate for the type of construction you propose.

Council may ask you to justify your cost estimates. Costs are required solely to allow Council to calculate the permit application fee. Fees are exempt from GST.

 Costs for different types of development can be obtained from specialist publications such as Cordell Housing: Building Cost Guide or Rawlinsons: Australian Construction Handbook.

 Contact the Council to determine the appropriate fee. Go to planning.vic.gov.au to view a summary of fees in the Planning and Environment (Fees) Regulations.

Metropolitan Planning Levy refer Division 5A of Part 4 of the *Planning and Environment Act 1987* (the Act). A planning permit application under section 47 or 96A of the Act for a development of land in metropolitan Melbourne as defined in section 3 of the Act may be a leviable application. If the cost of the development exceeds the threshold of \$1 million (adjusted annually by consumer price index) a levy certificate must be obtained from the State Revenue Office after payment of the levy. A valid levy certificate must be submitted to the responsible planning authority (usually council) with a leviable planning permit application. Refer to the State Revenue Office website at www.sro.vic.gov.au for more information. A leviable application submitted without a levy certificate is void.

Existing Conditions

How should land be described?

You need to describe, in general terms, the way the land is used now, including the activities, buildings, structures and works that exist (e.g. single dwelling, 24 dwellings in a three-storey building, medical centre with three practitioners and 8 car parking spaces, vacant building, vacant land, grazing land, bush block).

Please attach to your application a plan of the existing conditions of the land. Check with the local Council for the quantity, scale and level of detail required. It is also helpful to include photographs of the existing conditions.

See **Example 3**.

Title Information

What is an encumbrance?

An 'encumbrance' is a formal obligation on the land, with the most common type being a 'mortgage'. Other common examples of encumbrances include:

- **Restrictive Covenants:** A 'restrictive covenant' is a written agreement between owners of land restricting the use or development of the land for the benefit of others, (eg. a limit of one dwelling or limits on types of building materials to be used).
- **Section 173 Agreements:** A 'section 173 agreement' is a contract between an owner of the land and the Council which sets out limitations on the use or development of the land.

- **Easements:** An 'easement' gives rights to other parties to use the land or provide for services or access on, under or above the surface of the land.
- **Building Envelopes:** A 'building envelope' defines the development boundaries for the land.

Aside from mortgages, the above encumbrances can potentially limit or even prevent certain types of proposals.

What documents should I check to find encumbrances?

Encumbrances are identified on the title (register search statement) under the header 'encumbrances, caveats and notices'. The actual details of an encumbrance are usually provided in a separate document (instrument) associated with the title. Sometimes encumbrances are also marked on the title diagram or plan, such as easements or building envelopes.

What about caveats and notices?

A 'caveat' is a record of a claim from a party to an interest in the land. Caveats are not normally relevant to planning applications as they typically relate to a purchaser, mortgagee or chargee claim, but can sometimes include claims to a covenant or easement on the land. These types of caveats may affect your proposal.

Other less common types of obligations may also be specified on title in the form of 'notices'. These may have an effect on your proposal, such as a notice that the building on the land is listed on the Heritage Register.

What happens if the proposal contravenes an encumbrance on title?

Encumbrances may affect or limit your proposal or prevent it from proceeding. Section 61(4) of the *Planning and Environment Act 1987* for example, prevents a Council from granting a permit if it would result in a breach of a registered restrictive covenant. If the proposal contravenes any encumbrance, contact the Council for advice on how to proceed.

You may be able to modify your proposal to respond to the issue. If not, separate procedures exist to change or remove the various types of encumbrances from the title. The procedures are generally quite involved and if the encumbrance relates to more than the subject property, the process will include notice to the affected party.

⚠ You should seek advice from an appropriately qualified person, such as a solicitor, if you need to interpret the effect of an encumbrance or if you seek to amend or remove an encumbrance.

Why is title information required?

Title information confirms the location and dimensions of the land specified in the planning application and any obligations affecting what can be done on or with the land.

As well as describing the land, a full copy of the title will include a diagram or plan of the land and will identify any encumbrances, caveats and notices.

What is a 'full' copy of the title?

The title information accompanying your application must include a 'register search statement' and the title diagram, which together make up the title.

In addition, any relevant associated title documents, known as 'instruments', must also be provided to make up a full copy of the title.

Check the title to see if any of the types of encumbrances, such as a restrictive covenant, section 173 agreement, easement or building envelope, are listed. If so, you must submit a copy of the document (instrument) describing that encumbrance. Mortgages do not need to be provided with planning applications.

⚠ Some titles have not yet been converted by Land Registry into an electronic register search statement format. In these earlier types of titles, the diagram and encumbrances are often detailed on the actual title, rather than in separate plans or instruments.

Why is 'current' title information required?

It is important that you attach a current copy of the title for each individual parcel of land forming the subject site. 'Current' title information accurately provides all relevant and up-to-date information.

Some councils require that title information must have been searched within a specified time frame. Contact the Council for advice on their requirements.

⚠ Copies of title documents can be obtained from Land Registry: Level 10, 570 Bourke Street, Melbourne; 03 8636 2010; www.landata.vic.gov.au – go direct to "titles & property certificates".

Applicant and Owner Details

This section provides information about the permit applicant, the owner of the land and the person who should be contacted about any matters concerning the permit application.

The applicant is the person or organisation that wants the permit. The applicant can, but need not, be the contact person.

In order to avoid any confusion, the Council will communicate only with the person who is also responsible for providing further details. The contact may be a professional adviser (e.g. architect or planner) engaged to prepare or manage the application. To ensure prompt communications, contact details should be given.

Check with Council how they prefer to communicate with you about the application. If an email address is provided this may be the preferred method of communication between council and the applicant/contact.

The owner of the land is the person or organisation who owns the land at the time the application is made. Where a parcel of land has been sold and an application made prior to settlement, the owner's details should be identified as those of the vendor. The owner can, but need not, be the contact or the applicant.

See **Example 4**.

Declaration

The declaration should be signed by the person who takes responsibility for the accuracy of all the information that is provided. This declaration is a signed statement that the information included with the application is true and correct at the time of lodgement.

The declaration can be signed by the applicant or owner. If the owner is not the applicant, the owner must either sign the application form or must be notified of the application which is acknowledged in the declaration.

⚠ Obtaining or attempting to obtain a permit by wilfully making or causing any false representation or declaration, either orally or in writing, is an offence under the *Planning and Environment Act 1987* and could result in a fine and/or cancellation of the permit.

Need help with the Application?

If you have attended a pre-application meeting with a Council planner, fill in the name of the planner and the date, so that the person can be consulted about the application once it has been lodged.

Checklist

What additional information should you provide to support the proposal?

You should provide sufficient supporting material with the application to describe the proposal in enough detail for the Council to make a decision. It is important that copies of all plans and information submitted with the application are legible.

There may be specific application requirements set out in the planning scheme for the use or development you propose. The application should demonstrate how these have been addressed or met.

The checklist is to help ensure that you have:

- provided all the required information on the form
- included payment of the application fee
- attached all necessary supporting information and documents
- completed the relevant Council planning permit checklist
- signed the declaration on the last page of the application form

⚠ The more complete the information you provide with your permit application, the sooner Council will be able to make a decision.

Lodgement

The application must be lodged with the Council responsible for the planning scheme in which the land affected by the application is located. In some cases the Minister for Planning or another body is the responsible authority instead of Council. Ask the Council if in doubt.

Check with Council how they prefer to have the application lodged. For example, they may have an online lodgement system, prefer email or want an electronic and hard copy. Check also how many copies of plans and the size of plans that may be required.

Contact details are listed in the lodgement section on the last page of the form.

⚠ Approval from other authorities: In addition to obtaining a planning permit, approvals or exemptions may be required from other authorities or Council departments. Depending on the nature of your proposal, these may include food or health registrations, building permits or approvals from water and other service authorities.



EXAMPLES

Example 1

The Land

Address of the land. Complete the Street Address and one of the Formal Land Descriptions.

Street Address *

St. No.: 26

St. Name: Planmore Avenue

Suburb/Locality: HAWTHORN

Formal Land Description *
Complete either A or B.

This information can be found on the certificate of title.

If this application relates to more than one address, attach a separate sheet setting out any additional property details.

A ☐ Lodged Plan ☐ Title Plan ☒ Plan of Subdivision

OR

B

Example 2

For what use, development or other matter do you require a permit? *

Construction of two, double-storey dwellings and construction of two new crossovers.

Provide additional information about the proposal, including: plans and elevations; any information required by the planning scheme, requested by Council or outlined in a Council planning permit checklist; and if required, a description of the likely effect of the proposal.

Example 3

Existing Conditions

Describe how the land is used and developed now *

For example, vacant, three dwellings, medical centre with two practitioners, licensed restaurant with 80 seats, grazing.

Single dwelling.

Provide a plan of the existing conditions. Photos are also helpful.

Example 4

Applicant and Owner Details

Provide details of the applicant and the owner of the land.

Applicant *

The person who wants the permit.

Please provide at least one contact phone number *

Where the preferred contact person for the application is different from the applicant, provide the details of that person.

Owner *

The person or organisation who owns the land

Where the owner is different from the applicant, provide the details of that person or organisation.

Name:

Title: Mr

First Name: Len

Surname: Browning

Organisation (if applicable): Responsible Developers P/L

Postal Address:

Unit No.: 4

St. No.: 12

St. Name: Ardour Lane

Suburb/Locality: Wucheproof

State: Vic

Postcode: 3527

Contact information for applicant OR contact person below

Business phone: 9123 4567

Email: tcpl@bigpond.net.au

Mobile phone: 0412 345 678

Fax: 9123 4567

Contact person's details*

☐ Same as applicant

Name:

Title: Mr

First Name: Andrew

Surname: Hodge

Organisation (if applicable): Town Planning Consultants

Postal Address:

Unit No.:

St. No.:

St. Name: PO Box 111

Suburb/Locality: Parkdale

State: Vic

Postcode: 3194

☐ Same as applicant

Name:

Title:

First Name:

Surname:

Organisation (if applicable):

Postal Address:

Unit No.:

St. No.:

St. Name:

Suburb/Locality:

State:

Postcode:

Owner's Signature (Optional):

Date:

day / month / year

ADVERTISED MATERIAL

Planning Application: T250772
Date Prepared: 18 February 2026

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

Page 1 of 1

VOLUME 11644 FOLIO 015

Security no : 124130962540R
Produced 22/12/2025 04:15 PM

LAND DESCRIPTION

Lot 6 on Plan of Subdivision 718009E.
PARENT TITLE Volume 11629 Folio 142
Created by instrument PS718009E 01/04/2016

REGISTERED PROPRIETOR

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT PS718009E 01/04/2016

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
AH662596K 09/12/2010

AGREEMENT Section 173 Planning and Environment Act 1987
AK702968D 08/11/2013

AGREEMENT Section 173 Planning and Environment Act 1987
AM601261U 02/03/2016

DIAGRAM LOCATION

SEE PS718009E FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 12 RAVENDENE COURT MARYKNOLL VIC 3812

DOCUMENT END



Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Instrument
Document Identification	AK702968D
Number of Pages (excluding this cover sheet)	10
Document Assembled	22/12/2025 16:15

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**Application by a Responsible Authority for the making of a
Recording of an Agreement**
Section 181 Planning and Environment Act 1987

AK702968D

08/11/2013

\$113

173



maintaining publicly searchable
registers and indexes.

Lodged by:

Name: Duffy & Simon
Phone: (03) 5945 5216
Address: DX 81001 Pakenham
Reference: EH:SW:12939
Customer Code: 0756P

The Responsible 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.

Land: (volume and folio)

Volume 9888 Folio 694 & Volume 8484 Folio 422

Responsible Authority: (full name and address including postcode)

Cardinia Shire Council of Henty Way, Pakenham, Victoria 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.

Date: 6 November 2013

Signature for Responsible Authority:

Name of Officer:

(full name)

General Manager, Planning and
Development


Cardinia
ADVERTISED MATERIAL
Planning Application: T250772
Date Prepared: 18 February 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



ADVERTISED MATERIAL

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Date Prepared: 18 February 2026**

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AK702968D



08/11/2013

\$113

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ADVERTISED MATERIAL

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AK702968D

08/11/2013 \$113 173



DEED OF AGREEMENT Section 173 Agreement

DATE 17/10/2013

PARTIES

Cardinia Shire Council of Henty Way, Pakenham (the "**Responsible Authority**");

South East Water Corporation ABN 89 066 902 547 of 20 Corporate Drive,
Heatherton, Victoria, 3202 ("**South East Water**"); and



RECITALS

- A. The Owner is the registered proprietor of an estate in fee simple of the land known as Lot 1 on Title Plan 142377T and being part of the land described in Certificate of Title Volume 9888 Folio 694 (the "**Land**").
- The Owner is the registered proprietor of an estate in fee simple of the land known as Lot 1 on Title Plan 334057T and being part of the land described in Certificate of Title Volume 8484 Folio 422 (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.T130008) to subdivide the Land into Two (2) allotments in accordance with plan of Subdivision no.716783W (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).

"**EPA**" means the Environment Protection Authority.

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"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.

"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 20 Corporate Drive, Heatherton, Victoria 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.



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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 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 area 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: T250772
Date Prepared: 18 February 2026

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7. OWNER'S OR TRANSFEEE'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 the 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.

EXECUTED AS A DEED

SIGNED by and on behalf and with
[REDACTED] **Cardinia Shire Council**
[REDACTED] General Manager Planning
& Development, in the exercise of a power
conferred by an Instrument of Delegation
in the presence of:

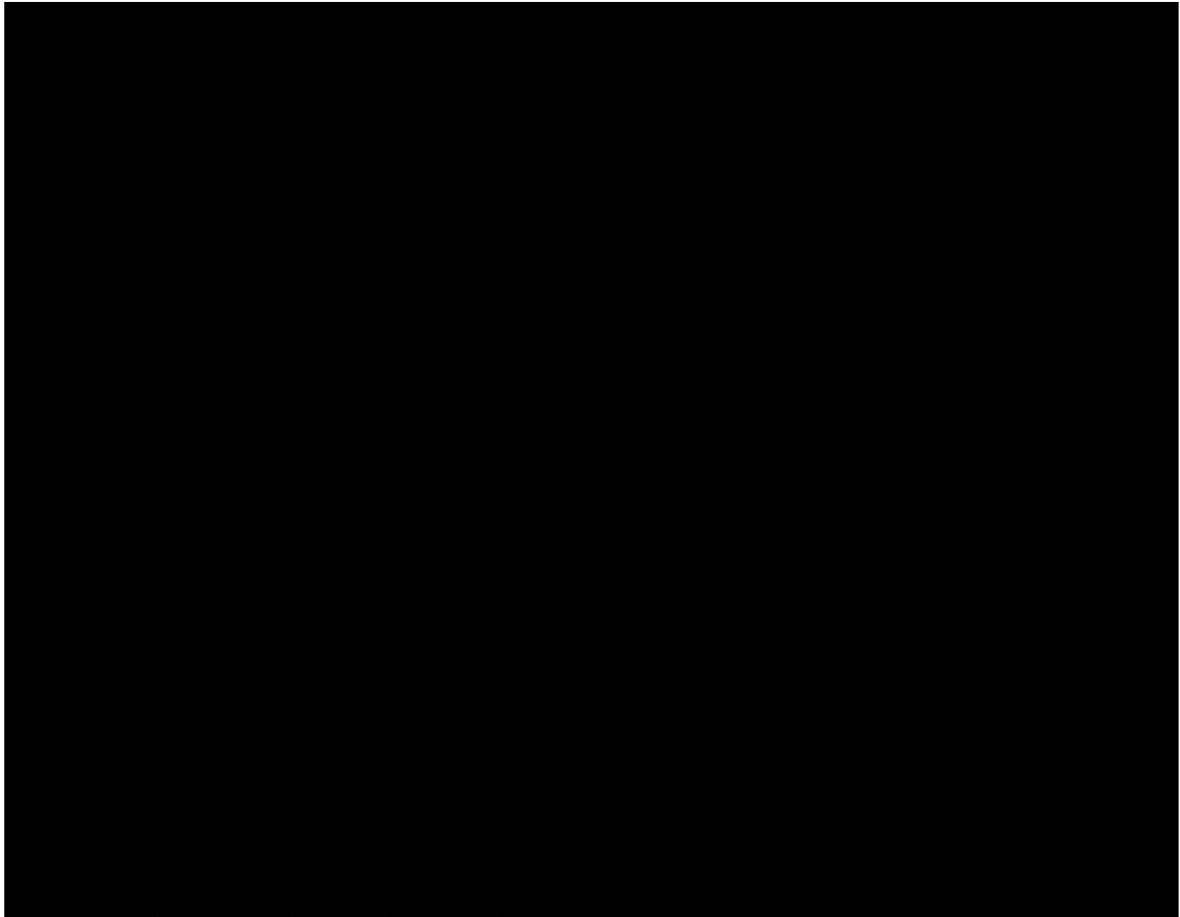
[REDACTED]
.....
Witness

EXECUTED by SOUTH EAST WATER CORPORATION, by being signed sealed and delivered in Victoria by its Attorney
[REDACTED] holds
the position of **LEGAL COUNSEL** under
the Power of Attorney dated 1/07/2012 in



AK702968D





Name (print)

AK702968D

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Planning Application: T250772
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Application by a Responsible Authority for the making of a Recording of an Agreement

Section 181 Planning and Environment Act 1987

Lodged by:

Name: Falcone & Adams
Phone: 03 5968 3666
Address: DX 16001 Belgrave
Reference: JSF:JP:109384
Customer Code: 0784 J

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maintaining publicly searchable registers and indexes.

The Responsible 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.

Land: *(volume and folio)*

Volume 11629 Folio 142

Responsible Authority: *(full name and address including postcode)*

Cardinia Shire Council of 20 Siding Avenue, Officer, 3809

Section and Act under which agreement made:

Section 173 of the *Planning and Environment Act 1987*

A copy of the agreement is attached to

Date: 1-3-16

Signature for Responsible Authority:

Name of Officer:



ADVERTISED MATERIAL

Planning Application: T250772
Date Prepared: 18 February 2026

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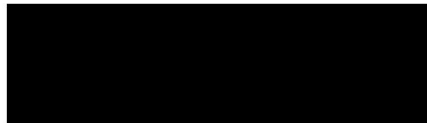
PLANNING AND ENVIRONMENT ACT 1987

SECTION 173 AGREEMENT

between

CARDINIA SHIRE COUNCIL

and



in relation to

SNELL ROAD AND WHEELER ROAD, MARYKNOLL

**FALCONE & ADAMS
Lawyers
323A Main Street
Emerald, Victoria 3782**

**Ph: (03) 5968 3666
Fax: (03) 5968 3060
Ref: JSF:EP:109384**




Cardinia
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Planning Application: T250772
Date Prepared: 18 February 2026

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THIS AGREEMENT is made the 1 day of March 2016 2015

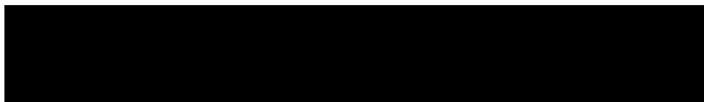
BETWEEN:

CARDINIA SHIRE COUNCIL

of 20 Siding Avenue, Officer, Victoria 3810

("the Responsible Authority")

AND



("the Owner")

RECITALS:

- A. The Owners are the registered proprietors of an estate in fee simple in land at Snell Road and Wheeler Road described as Lot 2 on Plan of Subdivision 736378T and being all of the land in Certificate of Title Volume 11629 Folio 142 ("the Subject Land").
- B. The Responsible Authority is responsible for the administration and enforcement of the Planning Scheme ("the Planning Scheme") pursuant to the provisions of the *Planning and Environment Act 1987* ("the Act").
- C. On 30 April 2014, the Responsible Authority issued Planning Permit Number T130294 ("the Planning Permit") allowing for a multi lot residential subdivision of the land, removal of native vegetation and removal and creation of easements generally in accordance with the Plan of Subdivision attached to the Agreement as Schedule One ("the Endorsed Plan").
- D. On 23 March 2015, the Responsible Authority issued Planning Permit Number T130294-1 to amend the Planning Permit ("the Amended Permit"). The Amended Permit included changes to the Planning Permit preamble, the deletion of condition 1f) and 2a) and b), and rewording to condition 2. In all other respects the Amended Permit contained the same provisions as the Planning Permit.
- E. Conditions 62 and 63 of the Planning Permit and the Amended Permit require the Owners to enter into this Agreement to provide for the matters set out in those conditions and the Bushfire Management Plan and to make an application to the Registrar to have the Agreement registered on the titles to the Subject Land.
- F. The Responsible Authority and the Owners have agreed that, without restricting or limiting their respective powers to enter into this Agreement, and insofar as it can be so treated, this Agreement is an agreement entered into pursuant to Section 173 of the Act.



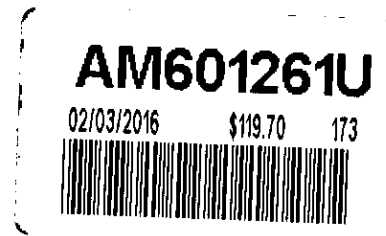
- G. The Responsible Authority and the Owners have entered into this Agreement in order to achieve or advance the objectives of planning in Victoria or the objectives of the Planning Scheme.

IT IS AGREED AS FOLLOWS:

Definitions

1. In this Agreement unless inconsistent with the context or subject matter:
 - 1.1 “**Act**” means the *Planning and Environment Act 1987* (Vic);
 - 1.2 “**Agreement**” means this Agreement and any agreement executed by the parties expressed to be supplemental to this Agreement;
 - 1.3 “**Amended Permit**” means the amended planning permit referred to in Recital D;
 - 1.4 “**AS3959-2009**” means Australian Standard 3959-2009 “Construction of buildings in bushfire-prone areas”;
 - 1.5 “**BAL**” or “**Bushfire Attack Level**” has the same meaning as in *Australian Standard AS3959 Construction of buildings in bushfire prone areas* (Standards Australia);
 - 1.6 “**Building**” has the same meaning as in the Act and includes dwellings, swimming pools, tennis courts and out-buildings;
 - 1.7 “**Building Envelope**” means any area delineated on the Endorsed Plan as a building envelope or the like;
 - 1.8 “**Bushfire Management Plan**” means the Bushfire Management Plan endorsed under the Amended Permit and attached to the Agreement as Schedule Two;
 - 1.9 “**Business Day**” means a day that is not a Saturday, Sunday or public holiday in Melbourne;
 - 1.10 “**CFA**” means the Country Fire Authority;
 - 1.11 “**Defendable Space Envelope**” means any area delineated on the Endorsed Plan or the Bushfire Management Plan as a defendable space envelope or the like, including the Inner Zone and the Outer Zone;

- 1.12 **"Endorsed Plan(s)"** means the plan endorsed with the stamp of the Responsible Authority from time to time as the plan which forms part of the Planning Permit and is attached to the Agreement as Schedule One;
- 1.13 **"Inner Zone"** means any area marked on the Endorsed Plan or the Bushfire Management Plan as the inner zone;
- 1.14 **"Lot"** or **"Lots"** means a lot created under the Planning Permit or any subsequent lot created on the Subject Land or any part of it, except common property;
- 1.15 **"Mortgagee"** means the person registered or entitled from time to time to be registered as Mortgagee of the Subject Land or any part of it;
- 1.16 **"Outer Zone"** means any area marked on the Endorsed Plan or Bushfire Management Plan as the outer zone;
- 1.17 **"Owner"** or **"Owners"** means the owner for the time being of the Subject Land and the person or persons entitled from time to time to be registered by the Registrar as the proprietor of an estate in fee simple in the Subject Land or any part thereof, and includes a Mortgagee in possession;
- 1.18 **"Party"** or **"Parties"** means the parties to this Agreement;
- 1.19 **"Permit BAL"** means the BAL stipulated by the Planning Permit;
- 1.20 **"Plan"** or **"Plan of Subdivision"** has the same meaning as the Endorsed Plan unless otherwise specified;
- 1.21 **"Planning Permit"** means the planning permit referred to in Recital C including the Plan and any amendments made by the Amended Permit;
- 1.22 **"Planning Scheme"** means the Cardinia Planning Scheme and any successor instrument or other planning scheme which applies to the Subject Land;
- 1.23 **"Registrar"** means the Registrar of Titles at Land Victoria;
- 1.24 **"Responsible Authority"** means Cardinia Shire Council or its successor as the authority responsible for administering and enforcing the Planning Scheme and includes its agents, officers, employees, servants, workers and contractors;



- 1.25 **"Subject Land"** means the land described in Recital A and any reference to the Subject Land includes any lots created by the subdivision of the Subject Land or any part of it.

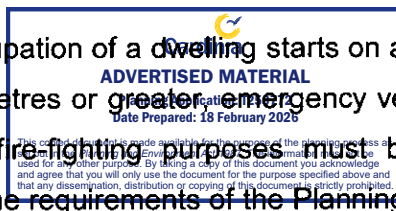
Interpretation

2. In this Agreement, unless inconsistent with the context or subject matter, or expressed otherwise:

- 2.1 The singular includes the plural and the plural includes the singular;
- 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, association or other entity and their 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 reference to a statute includes any statute amending, consolidating or replacing that statute and includes any subordinate instruments made under that statute;
- 2.6 The Recitals to this Agreement are and will be deemed to form part of this Agreement including any terms defined within the Recitals;
- 2.7 A term used 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; and
- 2.8 Any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

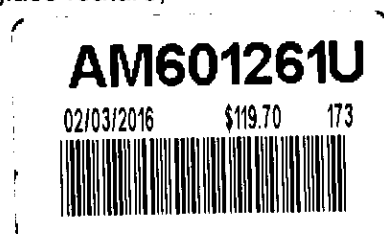


- 4.2 Lot 9 is excluded from the exemption under clause 44.06.1 of the Cardinia Shire Council Planning Scheme;
- 4.3 Any dwelling or dependent person's unit constructed on any Lot must be located inside the Building Envelope for that Lot as designated on the Bushfire Management Plan;
- 4.4 Any dwelling or dependent person's unit constructed on any Lot must be to the Bushfire Attack Level specified on the Bushfire Management Plan and in accordance with the relevant sections of AS3959-2009;
- 4.5 All land shown as Inner Zone and Outer Zone on the Bushfire Management Plan must at all times, and regardless of whether a dwelling is located on the land, be maintained to the defendable space requirements of the Planning Permit;
- 4.6 Before the occupation of a dwelling starts on each Lot, a static water supply dedicated for fire-fighting purposes must be provided on the Lot which complies with the requirements of the Planning Permit;
- 4.7 Before the occupation of a dwelling starts on any Lot which has a land area of 1500 square metres or greater, emergency vehicle access to the static water dedicated for fire-fighting purposes must be provided on the Lot which complies with the requirements of the Planning Permit;
- 4.8 The bushfire protection measures, including those relating to construction standards (BAL), defendable space, water supply and access must be maintained to the satisfaction of the Responsible Authority on a continuing basis.



Vegetation Management – Inner Zone Defendable Space

5. To satisfy the defendable space requirements of the Planning Permit the Owners will maintain the area shown as Inner Zone on the Bushfire Management Plan endorsed under the Planning Permit to the following minimum requirements:
 - 5.1 Within 10 metres of a dwelling, flammable objects such as plants, mulches and fences must not be located close to vulnerable parts of the Building such as windows, decks and eaves;
 - 5.2 Plants greater than 10 centimetres in height at maturity must not be placed directly in front of a window or other glass feature;



- 5.3 Trees must not overhang the roofline of the dwelling or touch the walls or other elements of the dwelling;
- 5.4 Grass must be no more than 5 centimetres in height and all leaves and vegetation debris must be removed at regular intervals;
- 5.5 Shrubs must not be planted under trees and must be separated from each other by at least 1.5 times their mature height;
- 5.6 Tree canopies must be separated by at least 2 metres with an overall tree canopy cover of no more than 15 per cent at maturity; and
- 5.7 There must be no tree branches below 2 metres from ground level.

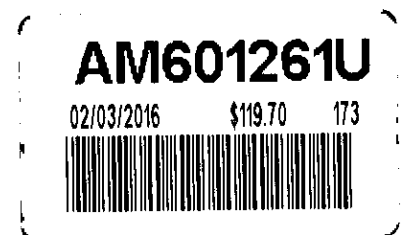
Vegetation Management – Outer Zone Defendable Space

- 6. To satisfy the defendable space requirements of the Planning Permit the Owners will maintain the area shown as Outer Zone on the Bushfire Management Plan endorsed under the Planning Permit to the following minimum requirements:
 - 6.1 Grass must be no more than 10 centimetres in height and all leaves and other debris must be mowed, slashed or mulched;
 - 6.2 Shrubs must be in clumps of no greater than 10 square metres, which are separated from each other by at least 10 metres;
 - 6.3 Shrubs and/or trees must not form a continuous canopy with unmanaged fuels;
 - 6.4 Trees may touch each other with an overall tree canopy cover of no more than 30 percent at maturity; and
 - 6.5 There must be no tree branches within 2 metres of ground level.



Building Envelopes and Defendable Space Envelopes to comply with BAL

- 7. The Owners acknowledge and agree that the construction of any dwelling or dependent person's unit on each Lot in the subdivision must comply with the following Bushfire Attack Level (BAL) in accordance with the relevant sections to AS3959-2009:
 - 7.1 For Lots 1 and 2 – BAL-29;
 - 7.2 For Lots 3, 16 to 24 – BAL-19; and
 - 7.3 For Lots 4 to 8 and 10 to 14 – BAL-12.5.





Water Supply – Lots more than 1500 square metres

8. To satisfy the defensible space requirements of the Planning Permit the Owners acknowledge and agree that Lots in the subdivision with a land area of 1500 square metres must have a static water supply (“the water supply”) that meets the following minimum specifications:

8.1 The water supply must have minimum capacity of 10,000 litres and be maintained solely for fire fighting purposes;

8.2 The water supply must be stored in an above ground water tank constructed of concrete, steel or corrugated iron;

8.3 The water supply must be located within 60 metres of the outer edge of the Building (including any obstructions);

8.4 The water supply outlet/s must be attached to the water tank and must face away from the Building if located less than 20 metres from the Building to enable access during emergencies;

8.5 All pipe work between the water supply and the outlet/s must be a minimum of 64mm nominal bore;

8.6 All fixed above-ground water pipelines and fittings must be of non-corrodible and non-combustible materials;

8.7 The water supply must be located so that fire brigade vehicles are able to be positioned within 4 metres of the water supply outlet;

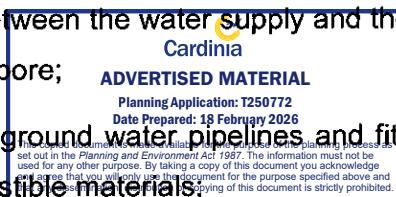
8.8 The water supply must incorporate an additional 64 millimetre (minimum) gate or ball valve and 64 millimetre (fixed size), 3 threads per inch, male fitting to suit a CFA coupling;

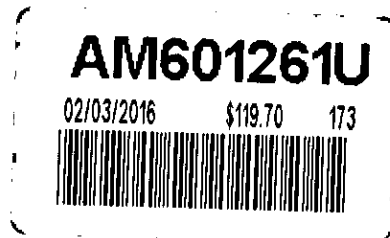
8.9 The water supply must incorporate a vortex inhibitor or additional water must be provided to ensure that the volume of water available is not restricted by a vortex (reference should be made to Section 5 of AS.2419 for requirements for vortex inhibitors);

8.10 The water supply outlet must incorporate a ball or gate valve to provide access to the water by the resident of the dwelling;

8.11 All below-ground water pipelines must be installed to at least the following depths:

8.11.1 Areas subject to vehicle traffic: 300 millimetres;





8.11.2 Under dwellings or concrete slabs: 75 millimetres;

8.11.3 All other locations: 225 millimetres;

8.12 The water supply must be readily identifiable from the dwelling or appropriate signage must be provided which:

8.12.1 has an arrow pointing to the location of the water supply;

8.12.2 has dimensions of not less than 310 millimetres high and 400 millimetres long;

8.12.3 is red in colour with a blue reflective marker attached;

8.12.4 is labelled with a "W" that is not less than 15 centimetres high and 3 centimetres thick.



Water Supply – Lots less than 1500 square metres

9. To satisfy the defensible space requirements of the Planning Permit the Owners acknowledge and agree that Lots in the subdivision with a land area of 1500 square metres or less must have a static water supply ("the water supply") that meets the following minimum specifications:

9.1 The water supply must have minimum capacity of 5,000 litres and be maintained solely for firefighting purposes for lots with an area between 500 square metres and 1500 square metres;

9.2 The water supply must be stored in an above ground water tank constructed of concrete, steel or corrugated iron;

9.3 All fixed above-ground water pipelines and fittings must be of non-corrodible and non-combustible materials; and

9.4 The water supply outlet must incorporate a ball or gate valve to provide access to the water by the resident of the dwelling.

Emergency Vehicle Access - Lots more than 1500 square metres

10. To satisfy the defensible space requirements of the Planning Permit the Owners acknowledge and agree that Lots in the subdivision with a land area of 1500 square metres or more must have Emergency Vehicle Access ("the Access") that will enable fire brigade vehicles to get within 4 metres of the water supply outlet and that the design of the Access (including gates, bridges and culverts) complies with the following minimum requirements:

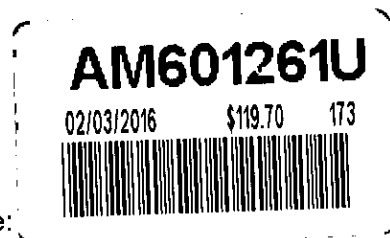
10.1 Curves in a driveway must have a minimum inner radius of 10 metres;

- 10.2 The average grade must be no more than 1 in 7 (14.4 percent) (8.1 degrees) with a maximum of no more than 1 in 5 (20 percent) (11.3 degrees) for no more than 50 metres;
- 10.3 Dips must have no more than a 1 in 8 (12.5 percent) (7.1 degrees) entry and exit angle;
- 10.4 Be designed, constructed and maintained for a load limit of at least 15 tonnes and be of all-weather construction;
- 10.5 Have a minimum trafficable width of 3.5 metres and be substantially clear of encroachments for at least 0.5 metres on each side;
- 10.6 Be clear of encroachments 4 metres vertically.

Specific requirements for Lot 9 on the Plan

- 11. In relation to Lot 9 on the Plan, the Owners acknowledge and agree:

- 11.1 that a static water supply must be provided for the existing dwelling in accordance with the requirements of clause 9 of this Agreement;
- 11.2 that emergency vehicle access must be provided for the existing dwelling in accordance with clause 10 of this Agreement;
- 11.3 that the exemption under clause 44.06-1 of the Cardinia Shire Council Planning Scheme does not apply.



Notice and registration

- 12. The Owners agree that:

- 12.1 they will not sell, transfer, dispose of, assign, mortgage, lease or otherwise part with possession of the Subject Land or any part of it without first bringing to the attention of all prospective purchasers, lessees, mortgagees, chargees, transferees, assigns and successors the existence and nature of this Agreement;
- 12.2 they will do all that is necessary to enable the Responsible Authority to make an application to the Registrar to make a recording of this Agreement on the Certificate of Title to the Subject Land in accordance with Section 181 of the Act, including the signing of any further agreement, acknowledgment or other document;
- 12.3 until such time as this Agreement is registered on the Certificate of Title to the Subject land, they shall ensure that successors in Title will give effect to this

Agreement, and do all acts and sign all documents which will require those successors to give effect to this Agreement, including executing a deed agreeing to be bound by the terms of this Agreement.

Costs

13. The Owners agree that they are responsible for all reasonable costs relating to the preparation, execution and registration of this Agreement.

Owner's Warranties and Acknowledgements

14. The Owners warrant that:
- 14.1 they are the registered proprietors of the Subject Land;
 - 14.2 there are no mortgages, liens, charges or other encumbrances affecting the Subject Land which are not disclosed by the usual searches;
 - 14.3 if the Subject Land is affected by a mortgage, the Mortgagee of the Subject Land consents to the Owner entering into this Agreement and the Agreement being registered on the Title to the Subject Land.

No Waiver

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



No Fettering of Powers of Responsible Authority

16. This Agreement does not fetter or restrict the Responsible Authority's power or discretion to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certifying any plan which subdivides the Subject Land or relating to any use or development of the Subject Land.

Severability

17. 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 shall be severed and the other provisions of this Agreement shall remain operative and be of full force and effect.



Notices

18. 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:
- 18.1 personally on the person;
 - 18.2 by leaving it at the person's current address for service;
 - 18.3 by posting it by prepaid post addressed to that person at the person's current address for service;
 - 18.4 by facsimile to the person's current number for service; or
 - 18.5 by email to the person's current email address for service.

Inspection of documents

19. A copy of any planning permit, document or plan referred to in this Agreement is available for inspection at the Responsible Authority's offices during normal business hours upon giving the Responsible Authority reasonable notice.

Governing law

20. This Agreement is governed by and is to be construed in accordance with the laws of Victoria.



Commencement of Agreement

21. This Agreement shall commence on the date recorded on this Agreement or if no date is specified, the date the Agreement was signed by or on behalf of whichever party was the last to sign.

Ending of the Agreement

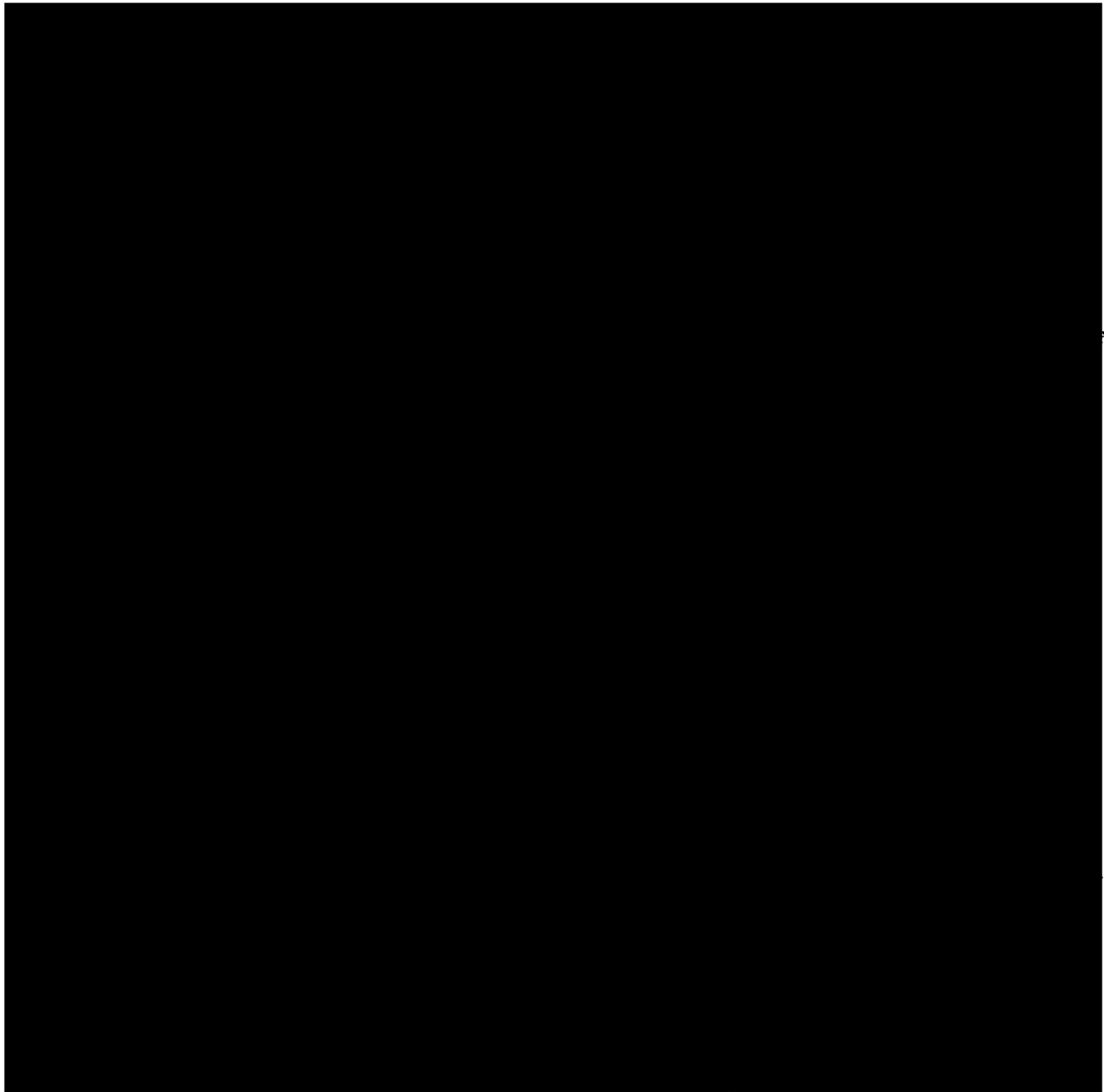
22. In the event that this Agreement ends, as soon as reasonably practicable thereafter, the Responsible Authority will, at the request and at the cost of the Owners, make application to the Registrar under section 183 of the Act to cancel the recording of this Agreement in relation to the Subject Land.

Entire Agreement

23. This Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.



EXECUTED AS A DEED



AM601261U

02/03/2016 \$119.70 173



ADVERTISED MATERIAL

Planning Application: T250772
Date Prepared: 18 February 2026

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SCHEDULE ONE “Endorsed Plan”




Cardinia
ADVERTISED MATERIAL
Planning Application: T250772
Date Prepared: 18 February 2026

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02/03/2016

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APPROVED AMENDED PLAN
PLANNING AND ENVIRONMENT ACT 1987
CARDINIA PLANNING SCHEME
PERMIT No.: T130294
SHEET: 1 OF 1
APPROVED BY: Samantha Zimble
CARDINIA SHIRE COUNCIL
DATE: Thursday, 14 May 2015



IMPORTANT NOTE
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MNH Ref. No. 2534

Sheet 1 of 1

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Rev 22

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Rev 22

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SCALE 1:1000
DATE 18 FEB 2026
BY [signature]

Legend

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Surveyed by:	LH	Date:	09/10/2012
Drawn:	JLB	Date:	09/10/2012
Checked:	LH	Scale:	1:1000
Approved by:	DUN	Measuring Ref.:	

Nilsson, Noel & Holmes (Surveyors) Pty Ltd
Surveyors, Engineers & Town Planners
A.C.N. 067 949 615
8A Codrington Street, Coburne 3877
Phone (03) 5996 4133 Fax (03) 5996 6119
Email - mail@nilssonh.com.au

SCHEDULE TWO “Bushfire Management Plan”

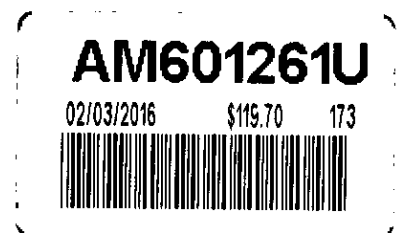


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Date Prepared: 18 February 2026

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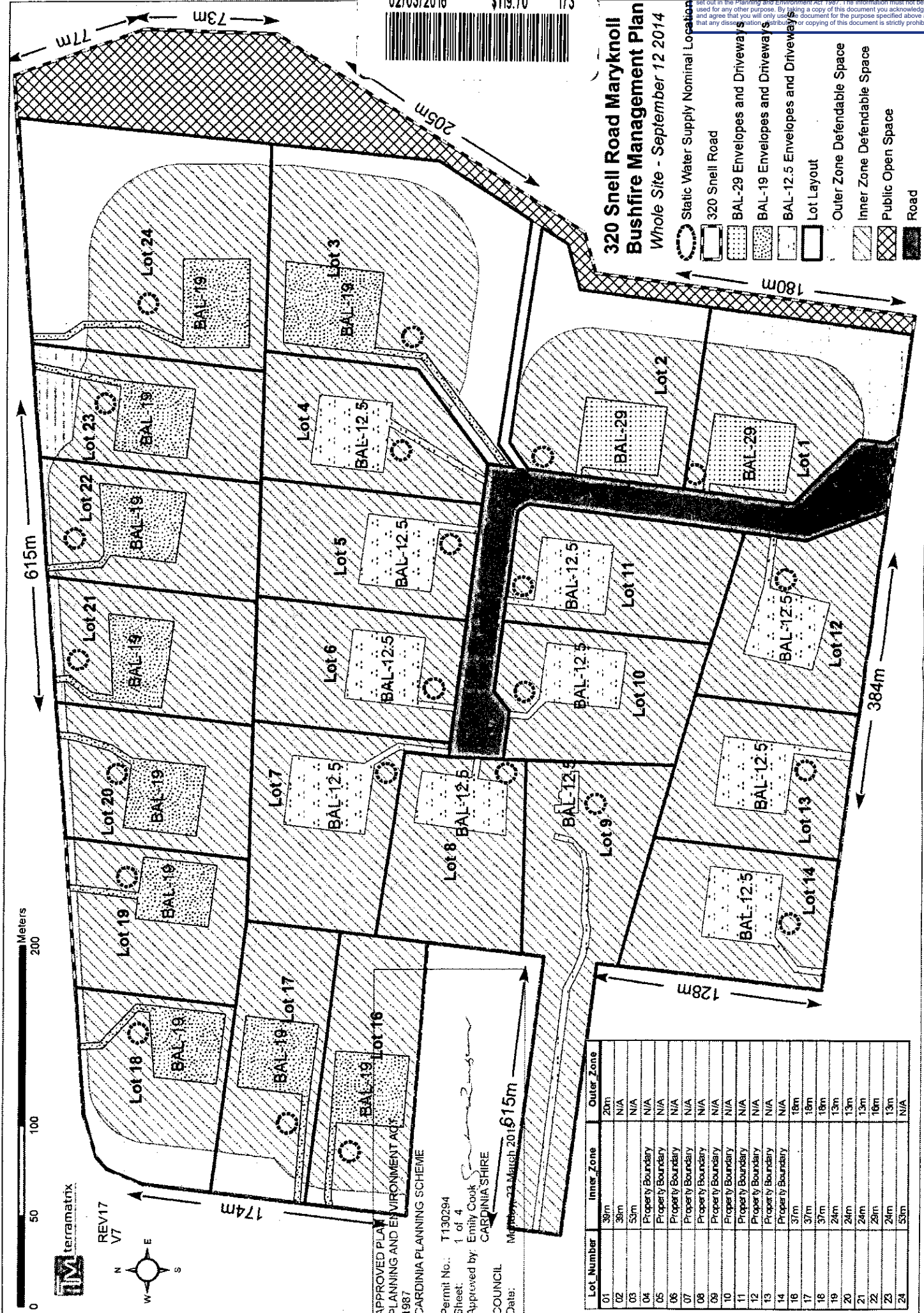
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Date Prepared: 18 February 2026

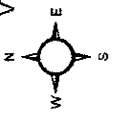
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320 Snell Road Maryknoll Bushfire Management Plan Whole Site - September 12 2014

- Static Water Supply Nominal Location
- 320 Snell Road
- BAL-29 Envelopes and Driveways
- BAL-19 Envelopes and Driveways
- BAL-12.5 Envelopes and Driveways
- Lot Layout
- Outer Zone Defendable Space
- Inner Zone Defendable Space
- Public Open Space
- Road



REV17
V7



APPROVED PLAN
PLANNING AND ENVIRONMENT ACT
1987
CARDINIA PLANNING SCHEME

Permit No.: T130294
Sheet: 1 of 4
Approved by Emily Cook
CARDINIA SHIRE
COUNCIL

128m

615m

March 2016

Lot Number	Inner Zone	Outer Zone
01	39m	20m
02	39m	N/A
03	39m	N/A
04	Property Boundary	N/A
05	Property Boundary	N/A
06	Property Boundary	N/A
07	Property Boundary	N/A
08	Property Boundary	N/A
09	Property Boundary	N/A
10	Property Boundary	N/A
11	Property Boundary	N/A
12	Property Boundary	N/A
13	Property Boundary	N/A
14	Property Boundary	N/A
15	Property Boundary	N/A
16	37m	18m
17	37m	18m
18	37m	18m
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21	24m	13m
22	29m	16m
23	24m	13m
24	53m	N/A

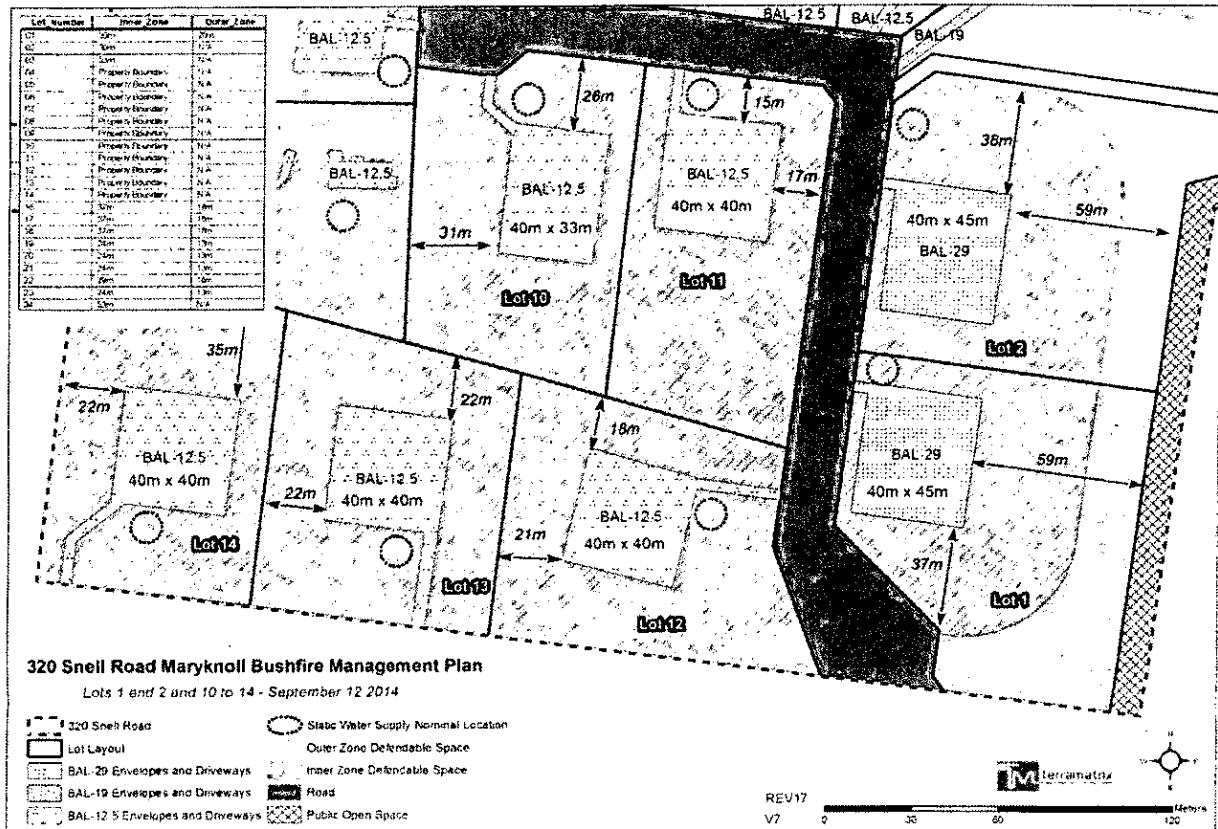
**APPROVED PLAN
PLANNING AND ENVIRONMENT ACT 1987
CARDINIA PLANNING SCHEME**

Permit No.: T130294

Sheet: 2 of 4

Approved by: Emily Cook
CARDINIA SHIRE COUNCIL

Date: Monday, 23 March 2015



AM601261U

02/03/2016

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Cardinia
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Planning Application: T250772
Date Prepared: 18 February 2026

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Cardinia
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Planning Application: T250772
Date Prepared: 18 February 2026

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320 Snell Road
Maryknoll Bushfire
Management Plan

- 320 Snell Road
- Lot Layout
- BAL-29 Envelopes and Driveways
- BAL-19 Envelopes and Driveways
- BAL-12.5 Envelopes and Driveways
- Static Water Supply Nominal Location
- Inner Zone Defendable Space
- Outer Zone Defendable Space
- Road
- Public Open Space

APPROVED PLAN
PLANNING AND ENVIRONMENT ACT
CARDINIA PLANNING SCHEME

Permit No.: T130294

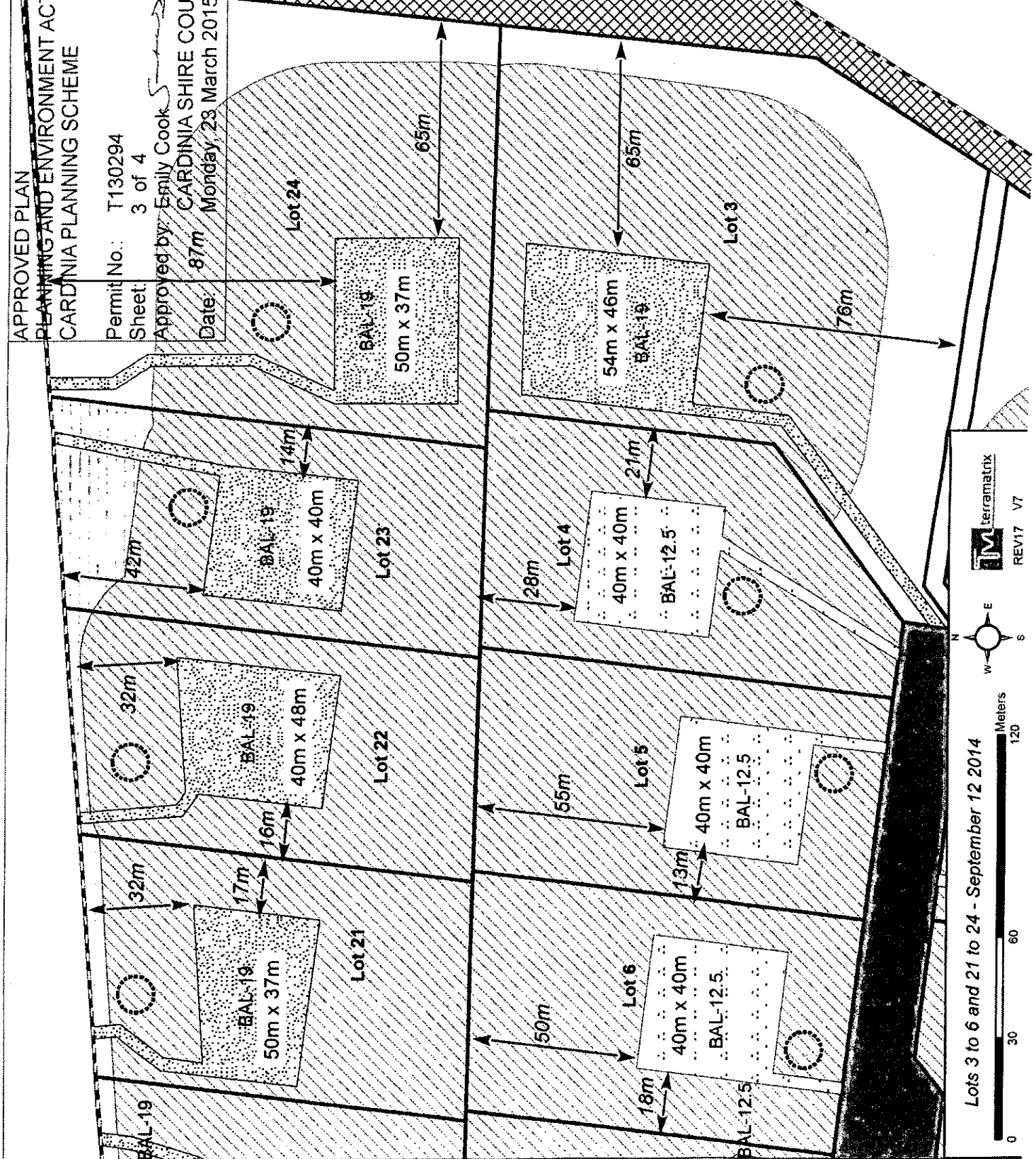
Sheet: 3 of 4

Approved by: Emily Cook

CARDINIA SHIRE COUNCIL

Date: 87m Monday, 28 March 2015

Lot Number	Inner Zone	Outer Zone
01	36m	20m
02	36m	N/A
03	53m	N/A
04	Property Boundary	N/A
05	Property Boundary	N/A
06	Property Boundary	N/A
07	Property Boundary	N/A
08	Property Boundary	N/A
09	Property Boundary	N/A
10	Property Boundary	N/A
11	Property Boundary	N/A
12	Property Boundary	N/A
13	Property Boundary	N/A
14	Property Boundary	N/A
16	37m	18m
17	37m	18m
18	37m	18m
19	24m	13m
20	24m	13m
21	24m	13m
22	24m	16m
23	24m	13m
24	53m	N/A



Lots 3 to 6 and 21 to 24 - September 12 2014



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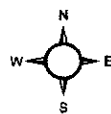
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Planning Application: T250772
Date Prepared: 18 February 2026

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APPROVED PLAN
PLANNING AND ENVIRONMENT ACT 1987
CARDINIA PLANNING SCHEME

Permit No.: T130294
Sheet: 4 of 4
Approved by: Emily Cook
CARDINIA SHIRE COUNCIL
Date: Monday, 23 March 2015

Lot Number	Inner Zone	Outer Zone
01	39m	20m
02	36m	N/A
03	53m	N/A
04	Property Boundary	N/A
05	Property Boundary	N/A
06	Property Boundary	N/A
07	Property Boundary	N/A
08	Property Boundary	N/A
09	Property Boundary	N/A
10	Property Boundary	N/A
11	Property Boundary	N/A
12	Property Boundary	N/A
13	Property Boundary	N/A
14	Property Boundary	N/A
16	37m	18m
17	37m	18m
18	37m	18m
19	24m	13m
20	24m	13m
21	24m	13m
22	29m	16m
23	24m	13m
24	53m	N/A

320 Snell Road Maryknoll Bushfire Management Plan

Lots 7 to 9 and 16 to 20 - September 12 2014

- Static Water Supply Nominal Location
- 320 Snell Road
- BAL-29 Envelopes and Driveways
- BAL-19 Envelopes and Driveways
- BAL-12.5 Envelopes and Driveways
- Inner Zone Defendable Space
- Outer Zone Defendable Space
- Lot Layout
- Road

REV17
V7

MORTGAGEE'S CONSENT

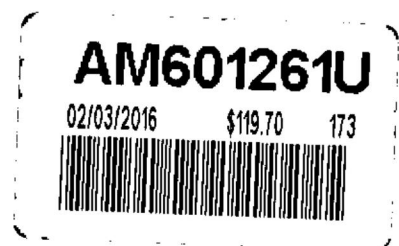
[REDACTED] as Mortgagee of registered Mortgage AM386005H consents to the Owners entering into this Agreement and in the event that the Mortgagee becomes Mortgagee in possession, agrees to be bound by the covenants and conditions of this Agreement.

EXECUTED by the Mortgagee
in the presence of

)
)

[REDACTED]
Robert John Mould

Witness Address: An Australian Legal Practitioner
within the meaning of the Legal Profession
Uniform Law (Victoria)



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Application by a Responsible Authority for the making of a Recording of an Agreement

Section 181 Planning and Environment Act 1987



Lodged by:

Name: Duffy & Simon
Phone: 5945 5216
Address: DX 81001 Pakenham
Reference: EH:GV:1061973Barry
Customer Code: 0756P

The Responsible 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.

Land: (volume and folio)

Certificates of Title Volume 8484 Folio 422 Volume 9876 Folio 665 and Volume 9888 Folio 694

Responsible Authority: (full name and address including postcode)

Cardinia Shire Council of Municipal Offices, Henty Way, Pakenham 3810

Section and Act under which agreement made:

Section 173 of the *Planning & Environment Act 1987*

A copy of the agreement is attached to this Application.

Date: 8/12/10

Signature for Responsible Authority

Name of Officer:



KEEP

Date 3 / 12 / 2010

AH662596K

09/12/2010 \$105.20 173



SECTION 173 AGREEMENT

CARDINIA SHIRE COUNCIL

and



and



and



ADVERTISED MATERIAL

Planning Application: T250772
Date Prepared: 18 February 2026

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THIS AGREEMENT UNDER SECTION 173 OF THE PLANNING AND ENVIRONMENT ACT 1987 is made on the 3rd day of December, 2010

BETWEEN

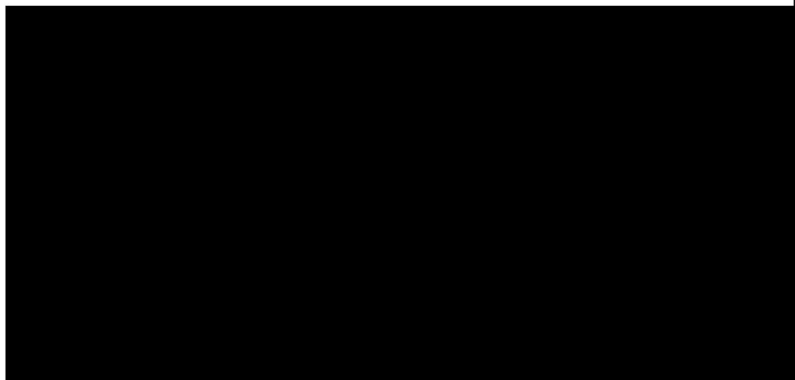
CARDINIA SHIRE COUNCIL
of Municipal Offices, Henty Way, Pakenham, 3810

("Council")

AND

AND

AND



AH662596K

09/12/2010 \$105.20 173



("the Owners")

RECITALS

- A. The Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- B. The Owners are or are entitled to be the registered proprietors of the Subject Land.
- C. As at the date of this Agreement, the Subject Land is subject to registered mortgages to the Westpac Banking Corporation and Commonwealth Bank of Australia.
- D. On the 16th February 2010 the Minister for Planning, Mr Justin Madden M.L.C., gave authorization (No A01386) by way of letter to the Cardinia Shire Council, as the Responsible Authority for the Cardinia Planning Scheme, to prepare and amendment to the Cardinia Planning Scheme in accordance with Section 8A(3) of the Planning & Environment Act 1987, subject to various conditions as set out in such letter, in respect to the lands known as 13 & 15 Wheeler Road, Maryknoll and 320 Snell Road, Maryknoll.
- E. One of such conditions was that the land owners of 13 & 15 Wheeler Road, Maryknoll and 320 Snell Road, Maryknoll enter into an agreement under Section 173 of the Planning & Environment Act 1987 agreeing to the removal of the broiler farm infrastructure situate on the subject land and the issue of a Certificate of Environment Audit for the site or appointment of an Environment Auditor to declare the land suitable for a sensitive use.

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;

Broiler Farm Land means the land situated at 320 Snell Road, Maryknoll and being the land referred to in Certificate of Title Volume 8484 Folio 422.

Broiler Farm Infrastructure means broiler sheds and ancillary infrastructure including feed silos, water tanks, hard stand areas ~~and eggs~~.

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;

Owners 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;

Party or parties means the Owners 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 320 Snell Road, Maryknoll and being the land referred to in Certificate of Title Volume 8484 Folio 422 (Fontana & Boyse), the land situated at 13 Wheeler Road, Maryknoll and being the land referred to in Certificate of Title Volume 9876 Folio 665 (Titcher) and the land situate 15 Wheeler Road, Maryknoll and being the land referred to in Certificate of Title Volume 9888 Folio 694 (Barry) 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:

- 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 Owners 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 OWNERS

Further Subdivision

The Owners covenant and agree that in the event that the planning scheme is amended to allow the subdivision of the subject land, the Owners will not seek a statement of compliance for the subdivision under the *Subdivision Act* 1988 until the broiler farm infrastructure has been removed from the broiler farm land and either a

AH662596K

09/12/2010 \$105.20 173



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certificate of environmental audit or statement of environmental audit declaring the site is suitable for residential use has been issued for the broiler farm land.

4. FURTHER OBLIGATIONS OF THE OWNERS

4.1 Notice and Registration

The Owners further covenant and agree that the Owners will bring this Agreement to the attention of all prospective purchasers, lessees, mortgagees, chargees, transferees and assigns.

4.2 Further actions

The Owners further covenant and agree that:

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

4.2.2 the Owners will make application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate 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 Owners further covenant and agree that the Owners 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 Owners.

5. AGREEMENT UNDER SECTION 173 OF THE ACT

(a) Council and the Owners 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.

(b) The Owners further agree to enter into this Section 173 Agreement with the Responsible Authority. The agreement 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 Owners and the owners must provide a dealing number to the responsible authority to demonstrate that the agreement has been lodged with the land titles office.

6. OWNER'S WARRANTIES

Without limiting the operation or effect which this Agreement has, the Owners warrant that apart from the Owners 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 Owners 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.

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Planning Application T15/112
Date Prepared: 18 February 2026

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09/12/2010 \$105.20

173



8. GENERAL MATTERS

8.1 Notices

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

- 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
- 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 Owners or any variation of the terms and conditions of this Agreement or any judgment or order obtained by Council against the Owners 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 Owners complying with all conditions and obligations herein contained in this Agreement, the Owners may make application to the Council for the ending of the Agreement.

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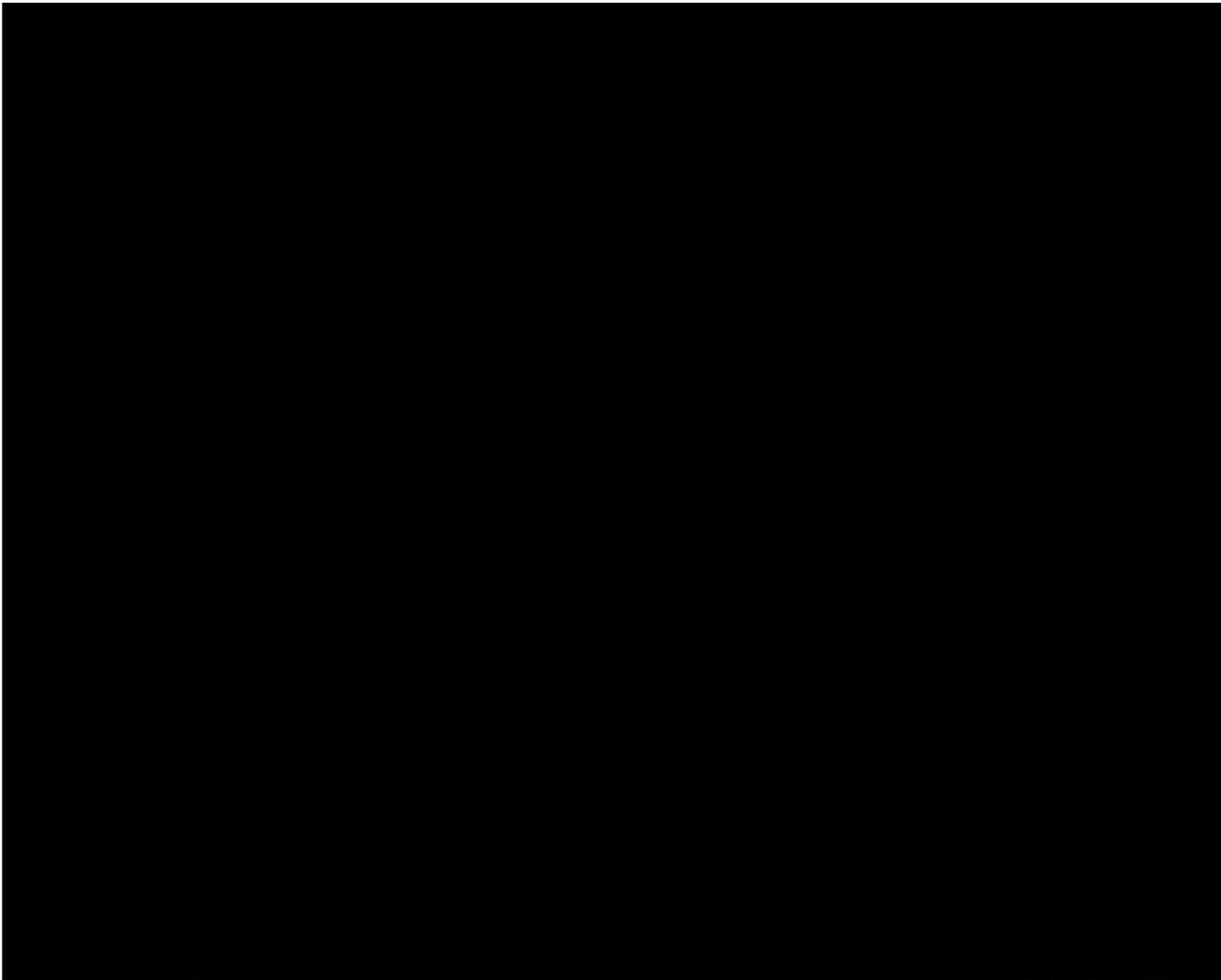
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ADVERTISED MATERIAL

Planning Application: T250772

Date Prepared: 18 February 2026

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Document Type	Plan
Document Identification	PS718009E
Number of Pages (excluding this cover sheet)	9
Document Assembled	22/12/2025 16:15

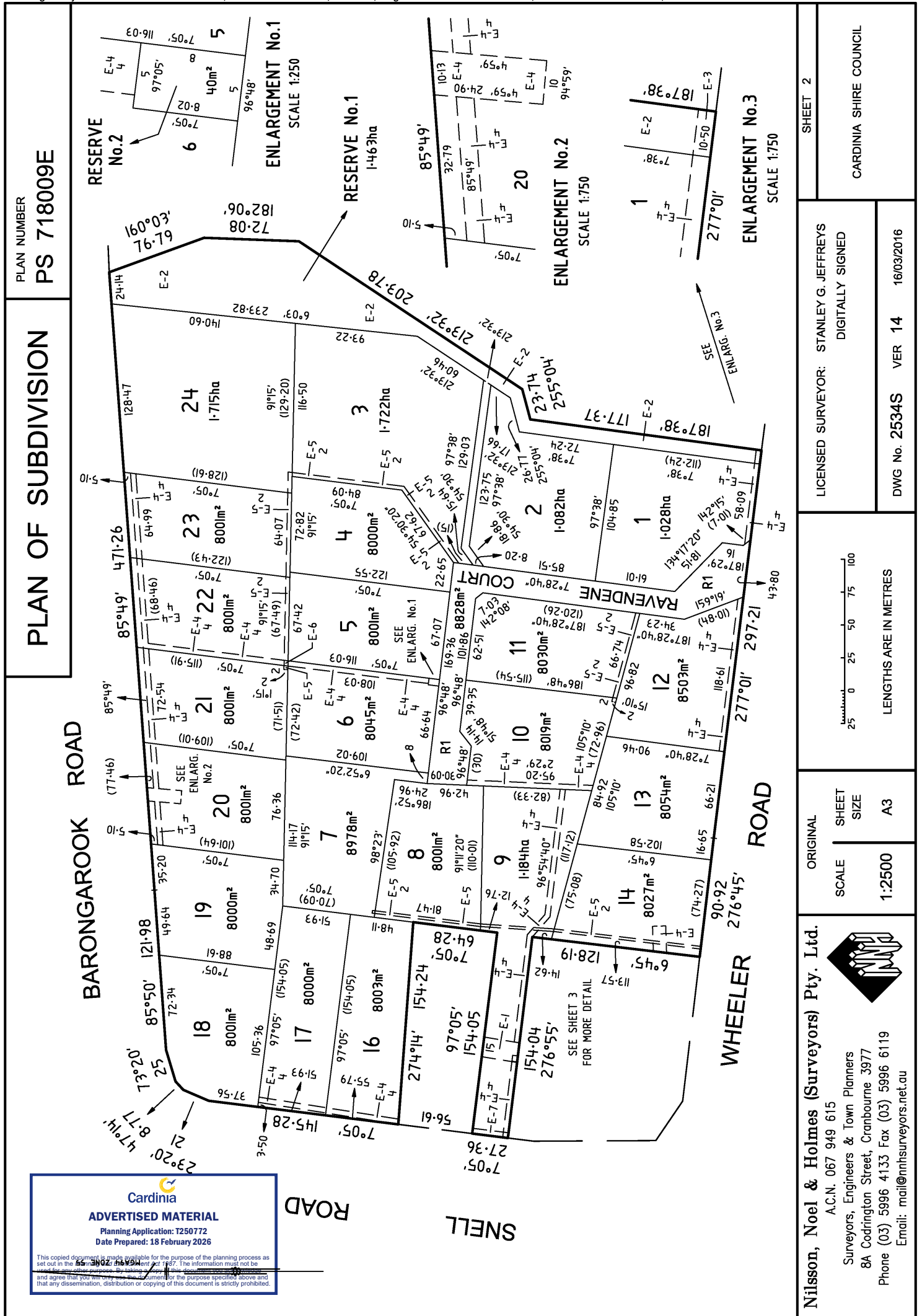
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<h1>PLAN OF SUBDIVISION</h1>			LV USE ONLY EDITION 1	PLAN NUMBER PS 718009E
<p style="text-align: center;">LOCATION OF LAND</p> <p>Parish: NAR NAR GOON</p> <p>Township: -</p> <p>Section: -</p> <p>Crown Allotment: 135 (PART)</p> <p>Crown Portion: -</p> <p>Title Reference: VOL 11629 FOL 142</p> <p>Last Plan Reference: LOT 2 ON PS 736378T</p> <p>Postal Address: 15 WHEELER ROAD, (at time of subdivision) MARYKNOLL 3812</p> <p>MGA94 Co-ordinates: E 376 915 Zone: 55 (of approx. centre of land in plan) N 5 788 700</p>			<p>Council Name: CARDINIA SHIRE COUNCIL</p> <div style="border: 1px solid black; padding: 5px; margin: 10px auto; width: 200px; text-align: center;"> Cardinia ADVERTISED MATERIAL Planning Application: T250772 Date Prepared: 18 February 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>	
VESTING OF ROADS AND / OR RESERVES			NOTATIONS	
IDENTIFIER	COUNCIL / BODY / PERSON		<p>Other Purposes of Plan:</p> <p>1. To remove the powerline easement shown as E-1 & E-3 on PS 736378T and to remove part of the powerline easement shown as E-4 on PS 736378T</p> <p>Grounds for Removal:</p> <p>As directed in Cardinia Shire Council Planning Permit No. T130294</p> <p>2. Creation of Restriction (See Sheet 4)</p>	
ROAD R1	CARDINIA SHIRE COUNCIL			
RESERVE No.1	CARDINIA SHIRE COUNCIL			
RESERVE No.2	SPI ELECTRICITY PTY. LTD.			
RESERVE No.3	SPI ELECTRICITY PTY. LTD.			
NOTATIONS				
<p>THIS IS A SPEAR PLAN.</p> <p>Depth Limitation: 15.24 METRES BELOW THE SURFACE</p> <p>Staging: This is not a staged subdivision. Planning Permit No. T130294</p> <p>Lot 15 has been omitted from this plan.</p> <p>* The easement described in Memorandum of Common Provisions No. MCP AA1107</p> <p>Survey: This plan is based on survey. This survey has been connected to permanent marks no(s) In proclaimed Survey Area No. -</p>				
EASEMENT INFORMATION				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited / In Favour Of
E-1	POWERLINE PURPOSES	15	PS 716783W & SEC.88 OF THE ELECTRICITY INDUSTRY ACT 2000	SPI ELECTRICITY PTY. LTD.
E-2,E-3	* WETLAND, FLOODWAY & DRAINAGE	SEE DIAG.	PS 716783W	MELBOURNE WATER CORPORATION
E-3,E-4, E-6,E-8	POWERLINE PURPOSES	SEE DIAG.	THIS PLAN & SEC.88 OF THE ELECTRICITY INDUSTRY ACT 2000	SPI ELECTRICITY PTY. LTD.
E-5,E-6	DRAINAGE	SEE DIAG.	THIS PLAN	CARDINIA SHIRE COUNCIL
E-7,E-8	WATER SUPPLY	4	PS 736378T	SOUTH EAST WATER CORPORATION
<p>Nilsson, Noel & Holmes (Surveyors) Pty. Ltd.</p> <p>A.C.N. 067 949 615</p> <p>Surveyors, Engineers & Town Planners</p> <p>8A Codrington Street, Cranbourne 3977</p> <p>Phone (03) 5996 4133 Fax (03) 5996 6119</p> <p>Email: mail@nnhsurveyors.net.au</p>			<p>LICENSED SURVEYOR: STANLEY G. JEFFREYS DIGITALLY SIGNED</p> <p>REF: 2534</p> <p>DWG No. 2534S VER 14 16/03/2016</p>	
			Sheet 1 of 8 sheets	
			Original sheet size A3	
			PLAN REGISTERED	
			TIME: 13:47 DATE: 01/04/16	
			B.J.S.	
			Assistant Registrar of Titles	



PLAN OF SUBDIVISION

PLAN NUMBER
PS 718009E

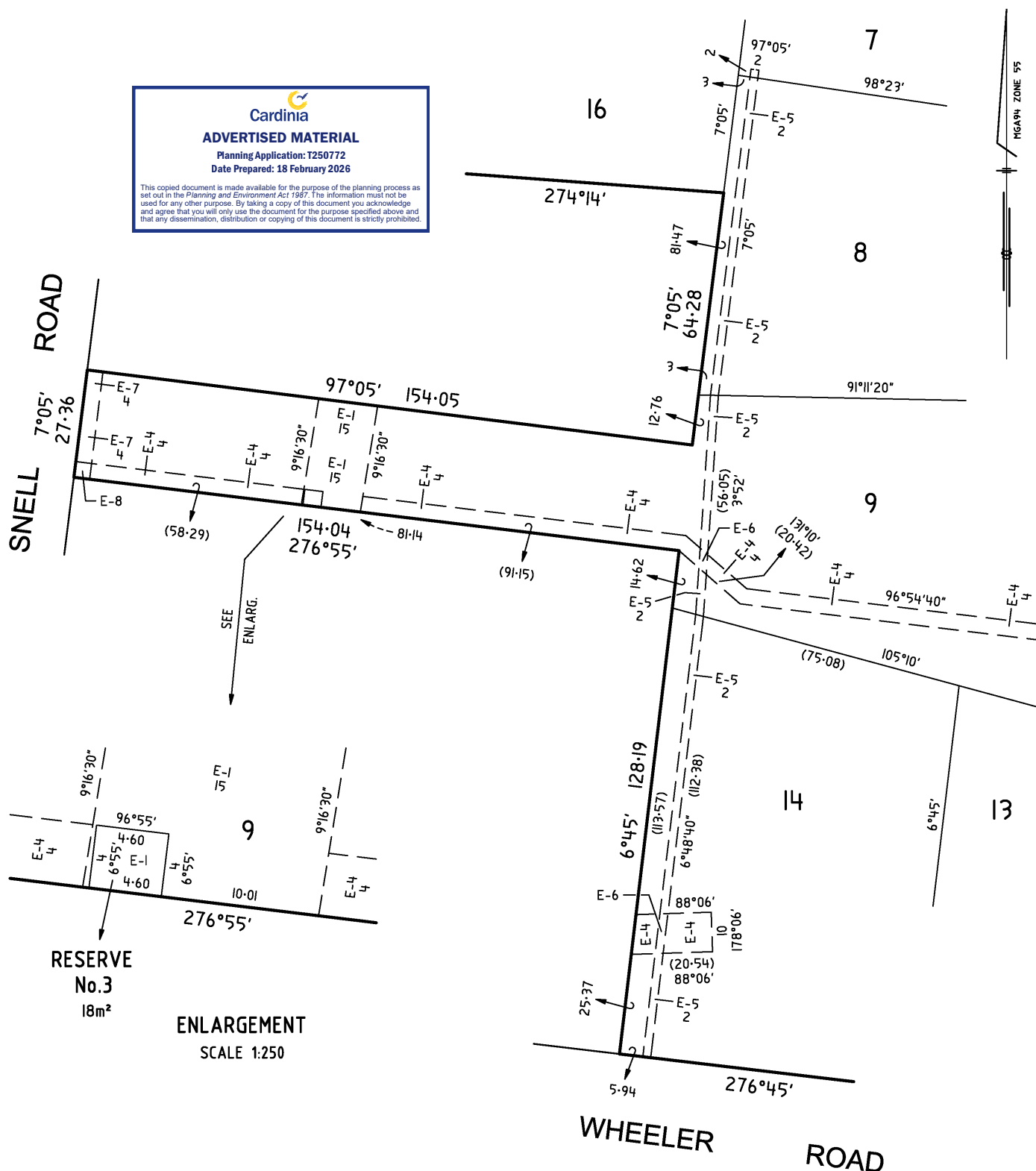


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Planning Application: T250772

Date Prepared: 18 February 2026

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Email: mail@nnhsurveyors.net.au



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ORIGINAL
SCALE

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10 0 10 20 30 40

LENGTHS ARE IN METRES

DWG No. 2534S VER 14 16/03/2016

SHEET 3

Original sheet size A3

CARDINIA SHIRE COUNCIL

PLAN OF SUBDIVISION

PLAN NUMBER

PS 718009E**SUBDIVISION ACT 1988
CREATION OF RESTRICTION**

Upon the registration of this plan the following restriction is to be created as directed in Planning Permit No. T130294.

Description of the Restriction:

The registered proprietor or proprietors for the time being of any burdened lot on this plan shall not:



1. Build, construct or erect any dwelling outside the building envelopes shown hatched thus  on Sheets 5 - 8 hereon.
2. Dispose of any effluent outside the area shown cross hatched thus  on Sheets 5 - 8 hereon.
3. Construct any building or works other than in accordance with the endorsed building design guidelines and fencing controls endorsed on 25/05/2015 and attached to Planning Permit No. T130294 issued by the Cardinia Shire Council. A copy of the building design guidelines can be obtained from admin@duffysimon.com.au.

TABLE OF LAND BURDENED AND LAND BENEFITED

BURDENED LOT No.	BENEFITING LOTS	BURDENED LOT No.	BENEFITING LOTS
1	2	13	9,10,12,14
2	1	14	9,13
3	4,24	16	7,8,17
4	3,5,23,24	17	7,8,16,18,19
5	4,6,23,22	18	7,17,19
6	5,7,21,22	19	7,17,18,20
7	6,8,16,17,19,20,21	20	7,19,21
8	7,9,10,16	21	6,7,20,22
10	9,11,12,13	22	5,6,21,23
11	10,12	23	4,5,22,24
12	10,11,13	24	3,4,23

**ADVERTISED MATERIAL**

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SHEET 4

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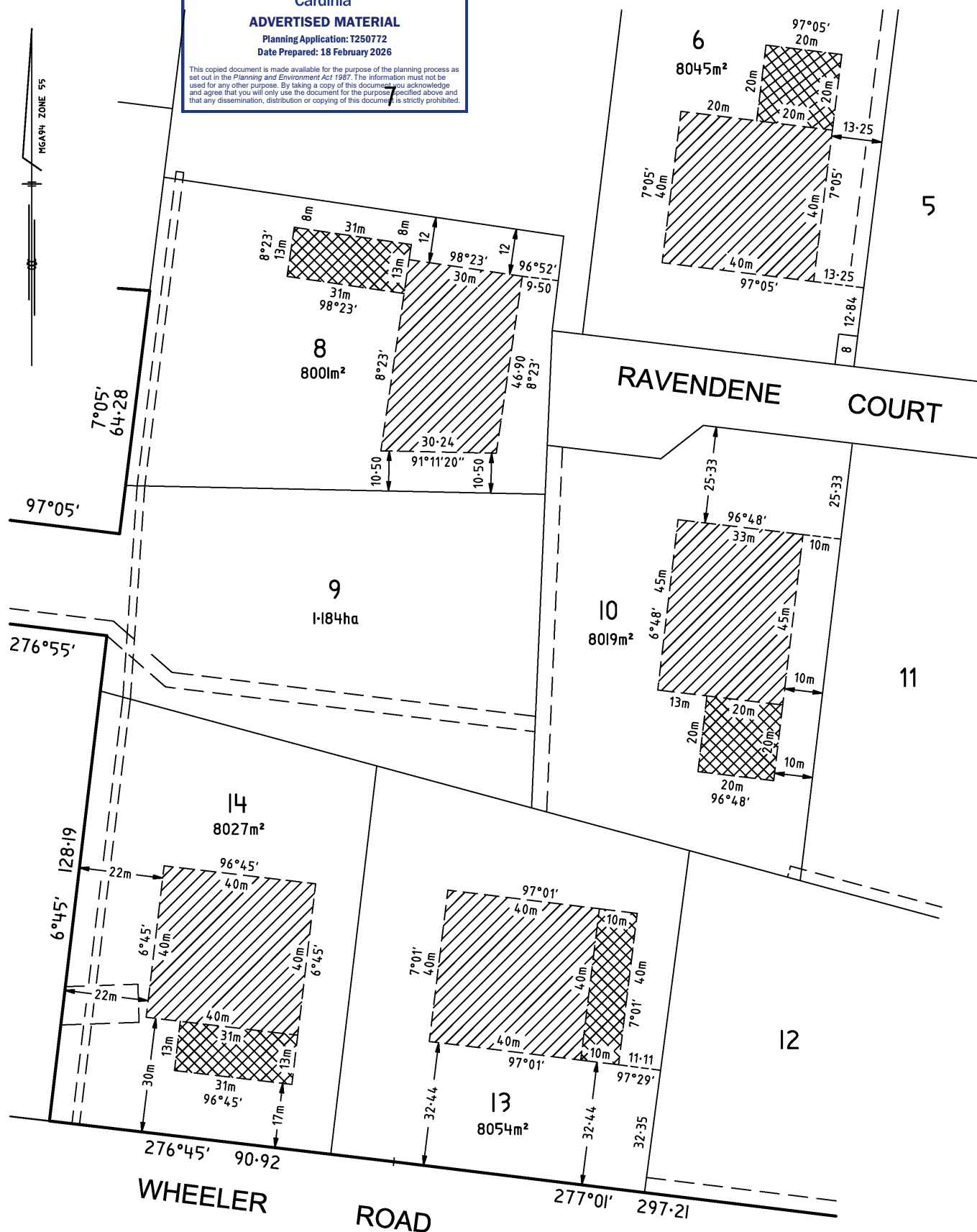
CARDINIA SHIRE COUNCIL

PLAN OF SUBDIVISION

PLAN NUMBER
PS 718009E

Cardinia
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Planning Application: T250772
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SHEET 5

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CARDINIA SHIRE COUNCIL

PLAN NUMBER
PS 718009E

PLAN NUMBER

BARONGAROOK ROAD



Cardinia
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Planning Application: T250772
Date Prepared: 18 February 2026

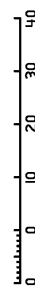
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SHEET 6

CARDINIA SHIRE COUNCIL

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DIGITALLY SIGNED

DWG No. 2534S VER 14 16/03/2016



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PLAN OF SUBDIVISION

PLAN NUMBER
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BARONGAROOK ROAD

85°49' 471.26

21

22

800lm²

23

800lm²

24

1.715ha

5

800lm²

4

8000m²

3

1.722ha

RAVENDENE COURT

11

2

21°32'

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LENGTHS ARE IN METRES

DWG No. 2534S VER 14 16/03/2016

SHEET 7

Original sheet size A3

CARDINIA SHIRE COUNCIL

PLAN OF SUBDIVISION

PLAN NUMBER

PS 718009E



 Cardinia

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SHEET 8

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DWG No. 2534S VER 14 16/03/2016



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Email: mail@nnhsurveyors.net.au



Plan of Subdivision PS718009E

Certifying a New Version of an Existing Plan concurrently with Statement of Compliance (Form 12)

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S038256M

Plan Number: PS718009E

Responsible Authority Name: Cardinia Shire Council

Responsible Authority Reference Number 1: S13/081

Responsible Authority Reference Number 2: T130294

Surveyor's Plan Version: 14

Certification

☒ This plan is certified under section 11 (7) of the Subdivision Act 1988

Date of original certification under section 6: 19/05/2015

Date of previous recertifications under Section 11(7): 25/02/2016

Statement of Compliance

☒ This is a statement of compliance issued under section 21 of the Subdivision Act 1988

Public Open Space

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

☒ Has been made and the requirement has been satisfied at Certification

Digitally signed by Council Delegate

Organisation:

Cardinia Shire Council

Date:

16/03/2016



Signed by: Penny Carney (Cardinia Shire Council) 16/03/2016

are all distances to landmarks, boundaries, waterways, building etc. are clearly marked



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**INIA SHIRE COUNCIL
PLAN APPROVED**

Officer: _____

8/4/16

Environmental Health Unit

Streamwater

90M Sub Soil
Absorption Dren
Dug 30mms wide

45M

3200L
SEPTIC TANK
(concrete)

↑
**ADD 2
ADDITIONAL
30M LINKS
FOR NEW
EXTENSION.**

9.8m

11.1m

Certifier's Name

INSTALLATION ADDRESS

Consumer's Name

Number/Lot/Street

Town/Suburb

Consumer Phone

05 226 777

Compliance Cert. No.

11947941

Compliance Cert. PIN

0252

Under you can lodge new work
line using a fax or call
1300 355 355

DATE OF COMPLETION OF PLUMBING WORK

19-04-17

BELOW GROUND SANITARY DRAINS

Please tick this box to confirm you have lodged an "as-built" property drainage plan with the relevant Water Agency (where a drainage plan is required by that agency) Section 2212D Building Act 1993. Where a "Consent to Connect/Alter" underground sanitary drainage or install recycled water (dual pipe) systems is required to be sought from a Water Agency, please provide the consent number below.

WATER AGENCY 'CONSENT TO CONNECT' NO.

VALUE OF PLUMBING WORK

Please tick the box that represents the appropriate value of plumbing work. (Include the cost of materials and appliances regardless of whether they were purchased from you or not - strike a line through the others.)

Less than \$750



\$1000 - \$4999



\$750 - \$999



Above \$5000



Tick to identify the type of work completed:

DOMESTIC



NON-DOMESTIC



INSTALLATION DATA

Circle appropriate number's and insert any installation/appliance failure details in the Installation Details section.

ROOF PLUMBING (incl. above ground stormwater drain)

SANITARY PLUMBING

SEPTIC TANK INSTALLATION

DRAINAGE (below ground sewer)

DRAINAGE (below ground stormwater)

COLD WATER PLUMBING

HOT WATER PLUMBING

MECHANICAL SERVICES (includes duct fixing)

BACKFLOW PREVENTION (medium & high risk only)

RESIDENTIAL & DOMESTIC FIRE SPRINKLER SYSTEMS

GREY OR RECYCLED WATER

GASFITTING (natural gas type A installation)

GASFITTING (LPG type A installation)

GASFITTING (other types of gases)

FIRE PROTECTION

IRRIGATION

REFRIGERATED AIR-CONDITIONING

SOLAR INSTALLATION

RAINWATER TANK INSTALLATION

INSTALLATION DETAILS (eg. scope of work undertaken, appliance name, appliance type, serial number, etc.)

Supply install and connect 3200L all waste concrete septic tank. Supply install and connect sub soil absorption drains. Inspected by Cardinia Shire Council for



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I certify that the above plumbing work complies in all respects with the plumbing laws as defined in Part 12A of the Building Act 1993.

Please tick as appropriate:

The plumbing work was carried out by me or under my supervision.

I have inspected and tested the work started by another licensed practitioner.

Any necessary further work was carried out by me or under my supervision.

Certifier's Signature

Date



holder is responsible for fact, including all omissions, in an affidavit under the Building Act

20-04-17

IMPORTANT NOTE TO PRACTITIONERS This certificate must be given to the owner/consumer (or if issued to a building practitioner or person other than the owner/consumer, then that person must give it to the consumer) within five days of receipt.

IMPORTANT NOTE TO CONSUMERS Information in this Certificate has been given to the Victorian Building Authority (VBA) in accordance with the Building Act 1993. The information also assists the VBA for its regulatory functions to monitor and enforce compliance under that Act and for statistical purposes in a way that does not identify consumers. At www.vba.vic.gov.au you may view the details of this Certificate by using the Certificate Number and PIN Number in the top right corner of this Certificate, and also view the VBA's Privacy Policy. At work subject to a Compliance Certificate carries insurance to protect the owner/consumer against defective work by a plumbing practitioner. You should retain



THIS SITE IS IN A DESIGNATED BUSHFIRE PRONE AREA. IT HAS BEEN ASSESSED UNDER AS 3959-2019 BY HARDCORE GEOTECH AS HAVING A BUSHFIRE ATTACK LEVEL OF BAL-12.5. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH AS 3959-2019.

90MM UPVC STORMWATER DRAIN CONNECTED TO LEGAL POINT
OF DISCHARGE TO DIRECTION OF LOCAL AUTHORITY. BUILDER
TO CONFIRM DISCHARGE POINT PRIOR TO CONSTRUCTION.

H - INDICATES HABITABLE ROOM WINDOW

- SITE DRAINAGE
- SLAB FORMING/BOXING SYSTEM
- TERMITE TREATMENT/CONTROL SYSTEM
- PROPOSED LANDSCAPE FEATURES INCLUDING FINISHED LEVELS, BACKFILLING, PAVEMENT DEPTHS, CROSS FALLS FOR DRAINAGE ETC...

SITE CUTS SHOULD ALLOW FOR 100mm TOP SOIL BACK FILL TO LANDSCAPE AREAS UNLESS NOTED OTHERWISE. HOWEVER, CUTS ARE TO BE MINIMISED TO LIMIT THE NEED FOR EXCESSIVE BACKFILL.

ON SITES WHERE LANDSCAPED AREAS REQUIRE IN EXCESS OF 100mm BACK FILL CLEAN EXCAVATED MATERIAL MAY BE USED IN 150mm COMPACTED LAYERS TO WITHIN 100mm OF F.G.L

BACKFILL UNDER SLABS SHALL BE TO ENGINEER
DESIGN/DETAILS.

ALL SITE CUTS ARE TO HAVE CROSS FALL TO PROVIDE POSITIVE DRAINAGE. THE TOE OF EVERY CUT BATTER TO BE PROVIDED WITH 90mm uPVC SLOTTED AGGI DRAIN CONNECTED TO STORMWATER SYSTEM VIA A SILT PIT.

 DENOTES AREA OF SITE FILL

SITE AREA:	8045m2
SITE COVERAGE:	5.3%
PERMEABILITY:	94.7%
GARDEN AREA:	94.7%

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Date Prepared: 18 February 2026

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HardCore
Geotech

* LEVELS SHOWN ON THIS PLAN ARE TO AN ARBITRARY DATUM



TAD DRAFTINGSERVICES
YOUR DREAM OUR PASSION

P: 0417 240 423 E: annette@addraftingservices.com.au

REV	BY	DATE	DESCRIPTION

KIALLA HOMES

P: 03 5941 3996 A: Factory 2 / 22 Embrey Court, Pakenham Vic 3810

NOTE
Do not scale drawings. Written dimensions take precedence.
Contractors must confirm all levels and dimensions on site before commencement of works.
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DATE: 27.01.26	DRAWN: AC
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DRAWING No: 1 of 4	REV: TP.2

WINDOW & DOOR NOTES

NOTE: ALL ALUMINIUM WINDOW FRAMES TO BE ALUMINIUM IMPROVED.
REFER TO ENERGY RATING FOR U-VALUE AND SHGC FOR ALL WINDOWS.
SAFETY GLASS WHERE WINDOW IS WITHIN 2m OF SHR / BATH BASE.
OPENABLE PORTION OF THE UPPER FLOOR BEDROOM WINDOWS MUST
BE FITTED WITH SECURE FITTINGS TO RESTRICT OPENINGS TO MAXIMUM
125mm AND RESIST AN OUTWARD FORCE OF 250N.

TA - TIMBER AWNING	FG - FULL GLAZED DOOR
TF - TIMBER FIXED	(SG) - SINGLE GLAZED
AA - ALUMINIUM AWNING	(DG) - DOUBLE GLAZED
ASD - ALUMINIUM SLIDING DOOR	(OG) - OBSCURE GLAZED
HG - HALF GLAZED DOOR	(S) - SAFETY GLASS (GRADE A)

FLOOR AREAS

EXISTING RESIDENCE	311.00 m ²	33.48 sq
PROPOSED EXTENSION	97.84 m ²	10.53 sq
DECKING	17.70 m ²	1.91 sq
	0.00 m ²	0.00 sq
	0 m ²	0.00 sq
GRAND TOTAL:	426.54 m ²	45.91 sq

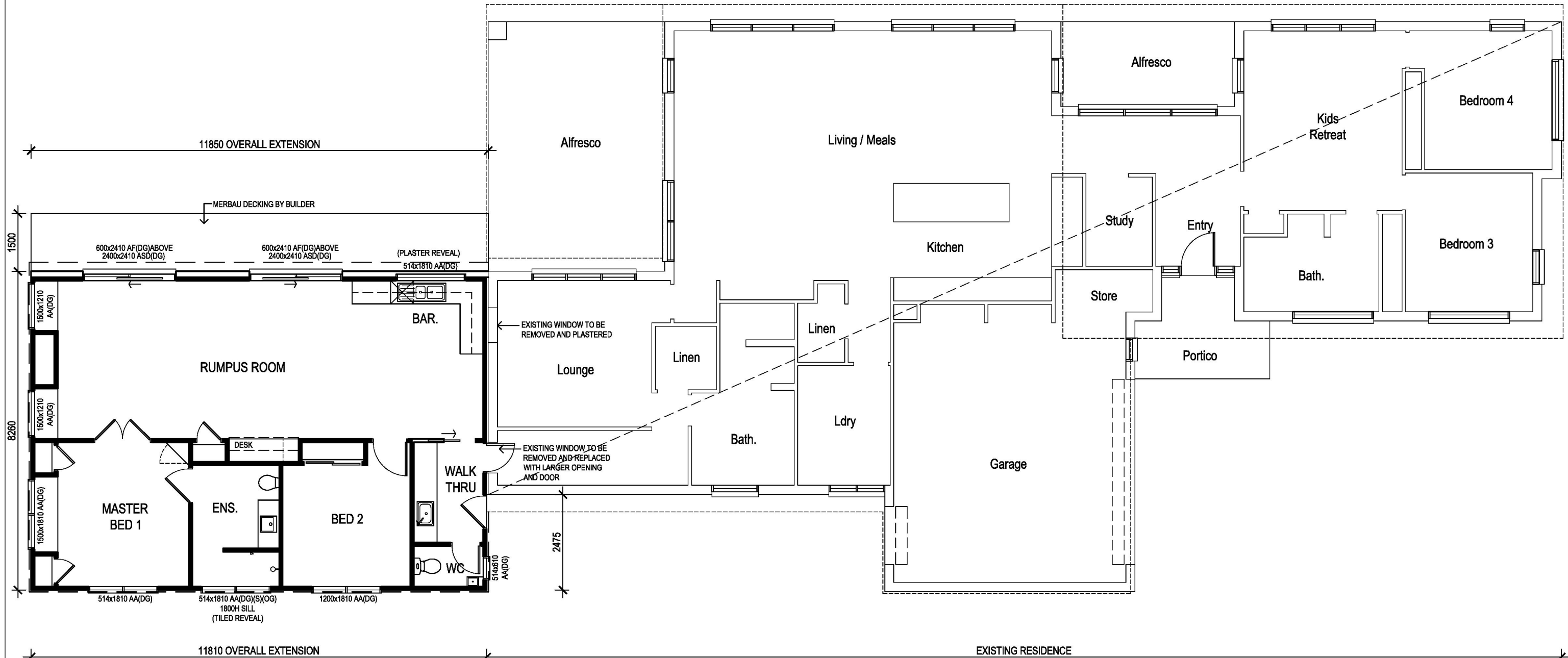


ADVERTISED MATERIAL

Planning Application: T250772

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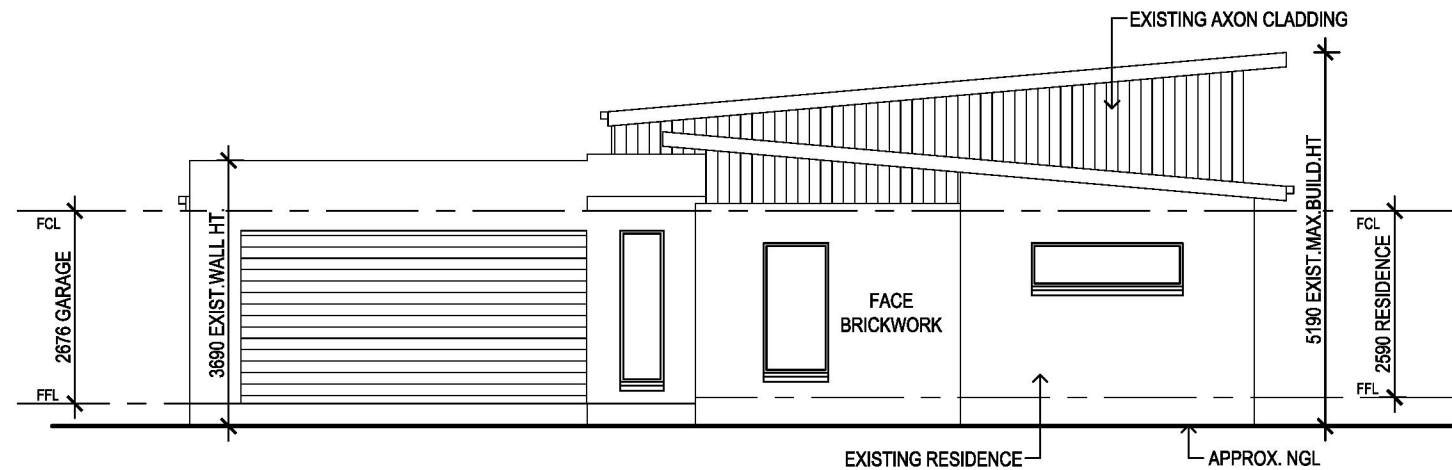


EXISTING & PROPOSED FLOOR PLAN

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SOUTH ELEVATION

MATERIALS & COLOUR SCHEDULE

COLORBOND ROOF - DUNE

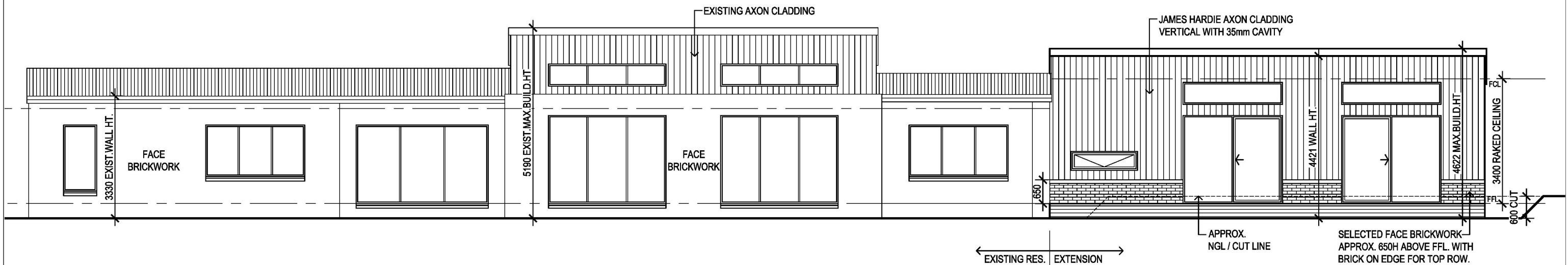
GUTTER - DUNE

FASCIA - DUNE

AXON CLADDING - DUNE

BRICKS - BROWN

ALL COLORS ARE TO MATCH THE EXISTING.



EAST ELEVATION



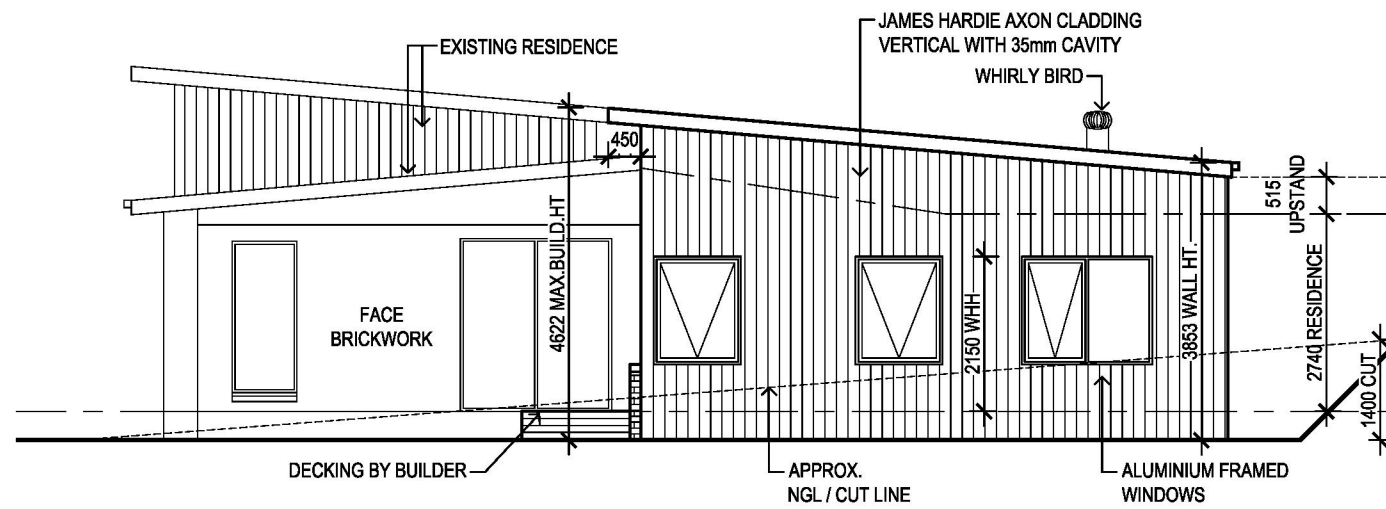
Cardinia

ADVERTISED MATERIAL


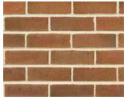
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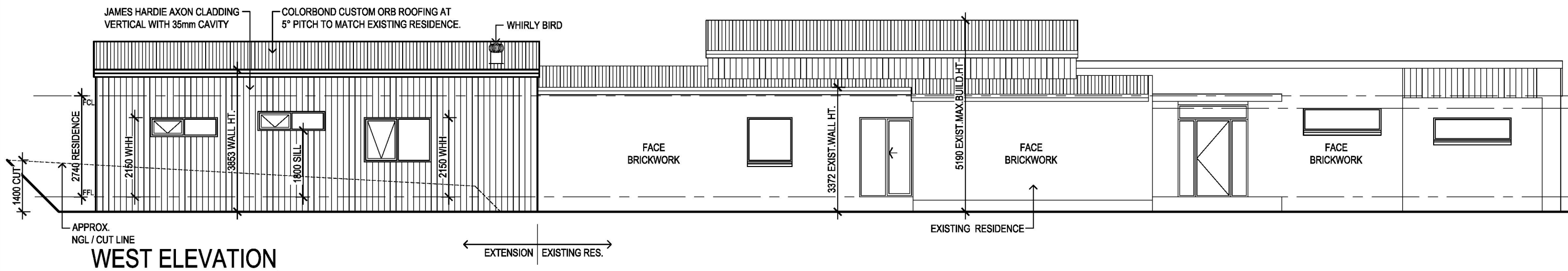
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NORTH ELEVATION

MATERIALS & COLOUR SCHEDULE	
COLORBOND ROOF - DUNE	
GUTTER - DUNE	
FASCIA - DUNE	
AXON CLADDING - DUNE	
BRICKS - BROWN	
ALL COLORS ARE TO MATCH THE EXISTING.	



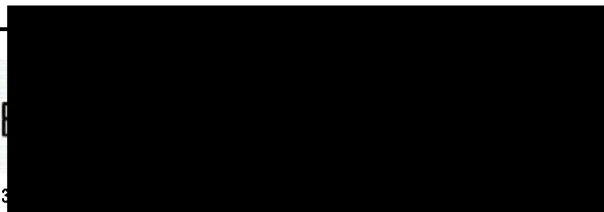
WEST ELEVATION



ADVERTISED MATERIAL
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