
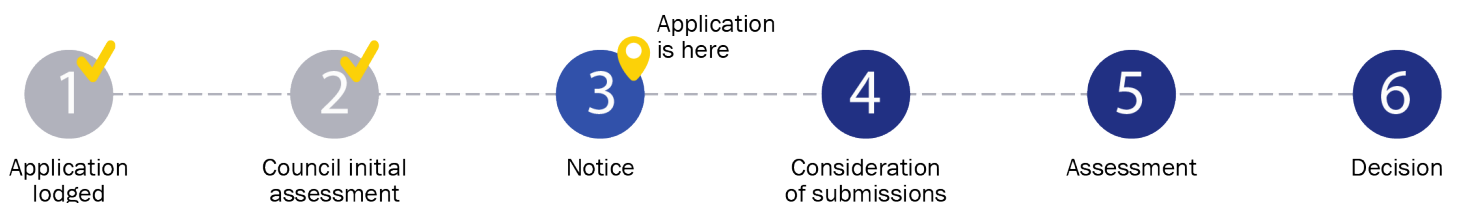


# Notice of Application for a Planning Permit

The land affected by the application is located at:	L6 PS713408 V12034 F588 38 Breyleigh Drive, Pakenham VIC 3810	
The application is for a permit to:	Construction of a double-storey dwelling and fence	
A permit is required under the following clauses of the planning scheme:		
42.01-2	Construct a building or construct or carry out works, Construct a Fence.	
<b>APPLICATION DETAILS</b>		
The applicant for the permit is:	Melvic Construction Pty Ltd	
Application number:	T260241	
<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 <a href="http://cardinia.vic.gov.au/advertisedplans">cardinia.vic.gov.au/advertisedplans</a> or by scanning the QR code.</p>		
<b>HOW CAN I MAKE A SUBMISSION?</b>		
<p>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:</p>		<b>09 June 2026</b>
<p><b>WHAT ARE MY OPTIONS?</b></p> <p>Any person who may be affected by the granting of the permit may object or make other submissions to the responsible authority.</p> <p>If you object, the Responsible Authority will notify you of the decision when it is issued.</p>	<p>An objection must:</p> <ul style="list-style-type: none"> <li>• be made to the Responsible Authority in writing;</li> <li>• include the reasons for the objection; and</li> <li>• state how the objector would be affected.</li> </ul>	<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>



## Application Summary

Portal Reference A1268135

## Basic Information

Proposed Use Construction of a double-storey dwelling and fence  
 Current Use Vacant  
 Cost of Works \$411,000  
 Site Address 38 Breyleigh Drive Pakenham 3810

## Covenant Disclaimer

Does the proposal breach, in any way, an encumbrance on title such as restrictive covenant, section 173 agreement or other obligation such as an easement or building envelope? No such encumbrances are breached

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

## Contacts

## Fees

Regulation Fee Condition	Amount	Modifier	Payable
9 - Class 4 More than \$100,000 but not more than \$500,000	\$1,462.50	100%	\$1,462.50
<b>Total</b>			<b>\$1,462.50</b>

## Meetings

Meeting Type	Officer Name	Date of Meeting
Pre Application	Mitchell Sykes	08 Apr 2026



**Civic Centre**  
20 Siding Avenue, Officer, Victoria

**Council's Operations Centre (Depot)**  
Purton Road, Pakenham, Victoria

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

**Email:** mail@cardinia.vic.gov.au

Monday to Friday 8.30am–5pm

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

## Documents Uploaded

Date	Type	Filename
13-04-2026	A Copy of Title	Copy Of Title.pdf
13-04-2026	Encumbrance	AK631869Y.pdf
13-04-2026	Encumbrance	AQ674002Y.pdf
13-04-2026	Encumbrance	Plan Of Subdivision.pdf
13-04-2026	Site plans	Site Plan-Lot 6(No.38) Breyleigh Drive Pakenham 3810.pdf
13-04-2026	A proposed floor plan	Floor Plan-Lot 6(No.38) Breyleigh Drive Pakenham 3810.pdf
13-04-2026	Proposed elevation plan	Elevation Plan-Lot 6(No.38) Breyleigh Drive Pakenham 3810.pdf
13-04-2026	Overlay Requirements	card_42_01-s4.pdf
13-04-2026	Additional Document	Landscaping Plan-Lot 6(No.38) Breyleigh Drive Pakenham 3810.pdf
13-04-2026	Additional Document	Townplanning Report-Lot 6(No.38) Breyleigh Drive Pakenham 3810.pdf

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

## Lodged By

Site User
Submission Date



## Declaration



declare that all the information in this application is true and correct; and the Applicant and/or Owner  
ation.



**Civic Centre**  
20 Siding Avenue, Officer, Victoria

**Council's Operations Centre (Depot)**  
Purton Road, Pakenham, Victoria

**Postal Address**  
Cardinia Shire Council  
P.O. Box 7, Pakenham VIC, 3810  
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5pm

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

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

Page 1 of 2

**Cardinia**  
**ADVERTISED MATERIAL**

Planning Application: T260241  
Title: 124133949520

Produced 30/03/2026 04:58 PM

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VOLUME 12034 FOLIO 588

Security no : 124133949520  
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## LAND DESCRIPTION

Lot 6 on Plan of Subdivision 713408R.  
PARENT TITLE Volume 11455 Folio 776  
Created by instrument PS713408R 21/11/2018

## REGISTERED PROPRIETOR



RANBOURNE EAST VIC 3977

MORTGAGE BA212737H 16/03/2026  
NATIONAL AUSTRALIA BANK LTD

COVENANT PS713408R 21/11/2018

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  
AK631869Y 03/10/2013

AGREEMENT Section 173 Planning and Environment Act 1987  
AQ674002Y 29/01/2018

## DIAGRAM LOCATION

SEE PS713408R FOR FURTHER DETAILS AND BOUNDARIES

## ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
BA200698H (E)	NOMINATION OF ECT TO LC	Completed	11/03/2026
BA212735M (E)	DISCHARGE OF MORTGAGE	Registered	16/03/2026
BA212736K (E)	TRANSFER	Registered	16/03/2026
BA212737H (E)	MORTGAGE	Registered	16/03/2026

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

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

Street Address: 38 BREYLEIGH DRIVE PAKENHAM VIC 3810

## ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD



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

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

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Page 2 of 2

Effective from 16/03/2026

DOCUMENT END



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**AK631869Y**



FORM 18 Section 181

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

**Planning and Environment Act 1987**

Lodged by:

Name: Aughtersons Solicitors

Phone: (03) 9845 8200

Address: 267 Maroondah Highway Ringwood 3134

Ref: Mr Jacobs:rs:130530

Customer Code: 0436J

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

Land: Certificate of Title Volume 9563 Folio 183

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

Section and Act under which agreement made:

*S 173 of Planning and Environment Act 1987*

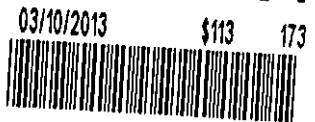
A copy of the Agreement is attached to this Application.

Signature for the Au

Name of Officer: \_\_\_\_\_

Date: 30/9/15

**AK631869Y**



**PLANNING AND ENVIRONMENT ACT 1987**

**SECTION 173 AGREEMENT**

between

**CARDINIA SHIRE COUNCIL**

and

**JAMNICANT PTY LTD (ACN 068 704 647)**

in relation to

**155 AHERN ROAD, PAKENHAM 3810**

**THIS AGREEMENT** is made the date set out at Item 1 of the Schedule ("Date of Agreement")

**BETWEEN**

1. **CARDINIA SHIRE COUNCIL** of Henty Way, Pakenham, Victoria (herein called "the Responsible Authority") and
2. **THE LANDOWNER**, details of whom are set out at Item 2 of the Schedule (hereinafter called "the Owner").

**WHEREAS**

- A. The Owner is the owner and is registered as the proprietor of an estate in fee simple in the land, details of which are set out at Item 3 of the Schedule (hereinafter called "the Subject Land").
- B. The Responsible Authority is responsible for the administration and enforcement of the Cardinia Planning Scheme (hereinafter called "the Planning Scheme") pursuant to the provisions of the Planning and Environment Act 1987 (hereinafter called "the Act").
- C. The Responsible Authority has issued a Permit No. T110500a for the subdivision of the subject Land into twenty seven lots and the removal of vegetation in two stages in accordance with approved Plans ("the Permit").
- D. Condition 54 of the Permit requires the Owner to enter into an on-title Agreement to the satisfaction of the Responsible Authority which provides for a native vegetation offset in accordance with the endorsed offset plan of the Permit.
- E. The Responsible Authority and the Owner 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.

**AK631869Y**



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

**AK631869Y**



**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;
  - 1.2 "Agreement" means this Agreement and any agreement executed by the parties varying or expressed to be supplemental to this Agreement.
  - 1.3 "Subject land" means the land described in Item 3 of the Schedule;
  - 1.4 "Owner" means the owner for the time being of the land and the person or persons entitled from time to time to be registered by the Register of Titles as the proprietor of an estate in fee simple in the land or any part thereof, and includes a Mortgagee in possession;
  - 1.5 "Permit" means the building and or planning permit referred to in Recital C, including any plans endorsed under such permits;
  - 1.6 "Planning Scheme" means the Cardinia Planning Scheme and any successor instrument or other planning scheme which applies to the Subject Land.
  - 1.7 "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; and

- 1.8 "Tribunal" means the Victorian Civil and Administrative Tribunal OR any successor tribunal, court, institution or body.
- 1.9 "Termination Date" means the date upon which this Agreement shall end in accordance with Section 177 of the Act namely the date upon which the Responsible Authority notifies the Owner in writing that the Responsible Authority considers that the Owner has fully complied its obligations in this Agreement.

**Interpretation**

- 2. In this Agreement unless inconsistent with the context or subject matter:
  - 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.

**Agreement Under Section 173 of the Act**

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



**Specific Obligations of the Owner**

- 4. The Owner covenants with the Responsible Authority to implement native vegetation offset works in accordance with the endorsed offset plan of the Permit

**Further Obligations of the Owner**

- 5. The Owner further covenants that:

**AK631869Y**

03/10/2013 \$113 173



- 5.1 The Owner will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Subject Land or any part of it without first disclosing to its successors the existence and nature of this Agreement.
- 5.2 The Owner will do all that is necessary to enable the Responsible Authority to make an application to the Registrar of Titles 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, acknowledgement or other document.
- 5.3 The Owner shall immediately on demand pay the reasonable legal costs and fees incurred and incidental to the preparation and execution of this Agreement and the registration hereof pursuant to Section 181 of the Act, together with all costs of enforcing this Agreement if deemed necessary by the Responsible Authority.
- 5.4 That until such time as this Agreement is registered on the title to the Subject Land, the Owner 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.
- 5.5 The Owner agrees to indemnify and keep indemnified the Responsible Authority from and against all costs, expenses, losses or damages that it may sustain, incur, suffer or be or become liable for or in respect of any suit, action, proceeding, judgment or claim brought by any

person arising from or referable to this Agreement and/or any non-compliance with this Agreement.

- 5.6 The Owner agrees to allow the Responsible Authority to enter the Subject Land at any reasonable time to assess compliance with this Agreement.

**Owner's Warranties and Acknowledgements**

6. The Owner warrants that:

**AK631869Y**



- 6.1 It is the registered proprietor of the Subject Land;
- 6.2 There are no mortgages, liens, charges or other encumbrances affecting the Subject Land which are not disclosed in the usual searches;
- 6.3 If the Subject Land is affected by a mortgage granted to the Mortgagee, details of whom are set out at Item 6 of the Schedule ("the Mortgagee") 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.
- 6.4 The Owner has obtained all necessary authorities and consents to bind all other persons who have any interest either legal or equitable in the Land.
7. The Owner acknowledges that any obligations imposed on the Owner under this Agreement take effect as separate and several covenants which are annexed to the Subject Land and run at law and in equity with the land and every part thereof and bind the Owner, its successors, assigns and transferees, and the registered proprietor for the time being of the whole or any part of the Subject Land.

**Further assurance**

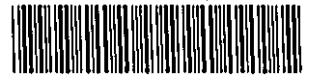
8. The parties to this Agreement must do or cause to be done all things that are reasonably necessary to give effect to this Agreement.

**AK631869Y**

03/10/2013

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173



**Default**

9. If the Owner defaults or fails to perform any of its obligations under this Agreement the Responsible Authority may, without prejudice to any other remedies, rectify and remedy such default and the cost of doing so shall be borne by the Owner.

**No waiver**

10. Any time or other indulgence granted by the Responsible Authority to the Owner or any variation of the terms and conditions of this Agreement or any judgment or order obtained by the Responsible Authority against the Owner 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**

11. The Owner expressly acknowledges and agrees that nothing in this Agreement nor the performance by the Owner of any of its obligations under this Agreement does or will restrain, limit or otherwise fetter the exercise by the Responsible Authority of the powers, duties and discretions that the Responsible Authority has or may have (as planning authority, responsible authority or otherwise) under the Act or under the Planning Scheme to consider, approve, amend or to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification relating to any use or development, or in relation to the commencement or initiation or any enforcement action or proceeding whatsoever.

**Entire Agreement**

12. 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.

**Severability**

13. 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.

### **Disputes**

14. If there is a dispute between the parties concerning the interpretation or implementation of this Agreement, that dispute must be referred to the Tribunal for resolution to the extent permitted by the Act.
  
15. If there is a dispute concerning any matter which is not referable to the Tribunal under the Act, that dispute must be referred for arbitration by an Arbitrator agreed upon in writing by the parties, or, in the absence of such agreement the Chair of the Victorian Chapter of the Institute of Arbitrators Australia or his or her nominee, for arbitration.
  
16. The parties shall each be entitled to legal representation for the purposes of any proceedings or arbitration referred to clause 14 and 15 of this Agreement unless the Tribunal or arbitrator otherwise directs, and each party must bear its own costs.

### **Commencement of Agreement**

17. Unless otherwise provided in this Agreement, this Agreement shall commence on the date of this Agreement.

### **Termination of Agreement**

- 18.1 This Agreement terminates when the Owner has complied with all of its obligations under this Agreement.
- 18.2 When the Agreement has terminated the Responsible Authority will upon the Owner's written request and at the Owners expense apply to the Registrar of Titles under Section 183(i) of the Act to cancel the recording of this Agreement.

**AK631869Y**

03/10/2013 \$113 173



SCHEDULE

**AK631869Y**

03/10/2013 \$113 173



Item 1      Date of Agreement

30 September 2013

Item 2      The Owner

Name:            JAMNICANT PTY LTD (ACN 068 704 647)

Address:        444-454 Belgrave-Hallam Road, Narre Warren North

Item 3      The Subject Land

Address:        155 AHERN ROAD, PAKENHAM 3810

Title details:   Volume 9563 Folio 183

Plan details:    Lot 2 on Plan of Subdivision 145843


Item 4      The Mortgagee

National Australia Bank Ltd

**EXECUTED by the parties on the date set out at Item 1 of the Schedule**

SIGNED by and on behalf and with the )  
authority of the **CARDINIA SHIRE COUNCIL** )  
by Brett Jackson Manager of Development )  
Services in the exercise of power conferred  
by an Instrument of Delegation dated 24<sup>th</sup>  
Janua

**AK631869Y**

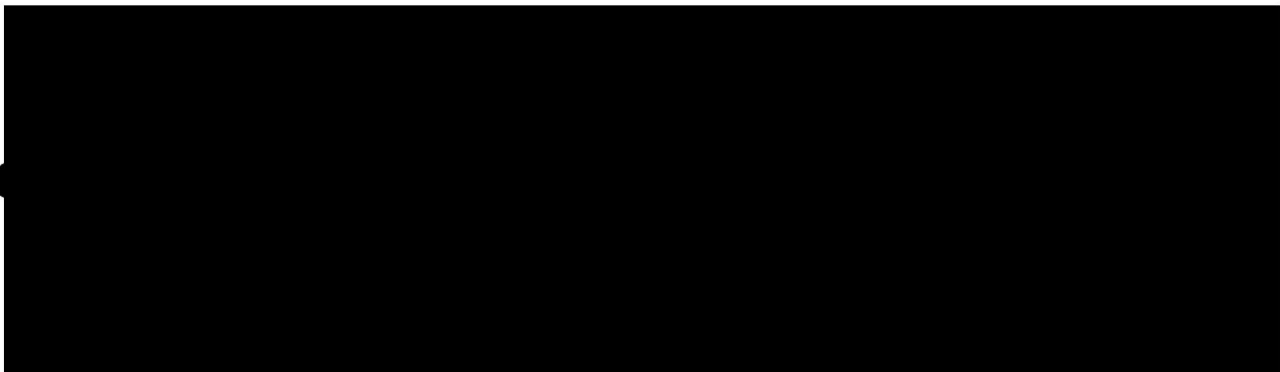
03/10/2013 \$113 173  




..... Brett Jackson

..... Witness

EXECUTED by **JAMNICANT PTY LTD** )  
**(ACN 068 704 647)** by being signed by the )  
person who is authorized to sign for the )  
Company )



**Mortgagee's Consent**

National Australia Bank Ltd as mortgagee of registered Mortgage No. AJ021422F  
HEREBY CONSENTS to the Owner entering into this Agreement and in the event  
that it becomes Mortgagee in possession, agrees to be bound by the Covenants and  
Conditions of this Agreement.

.....

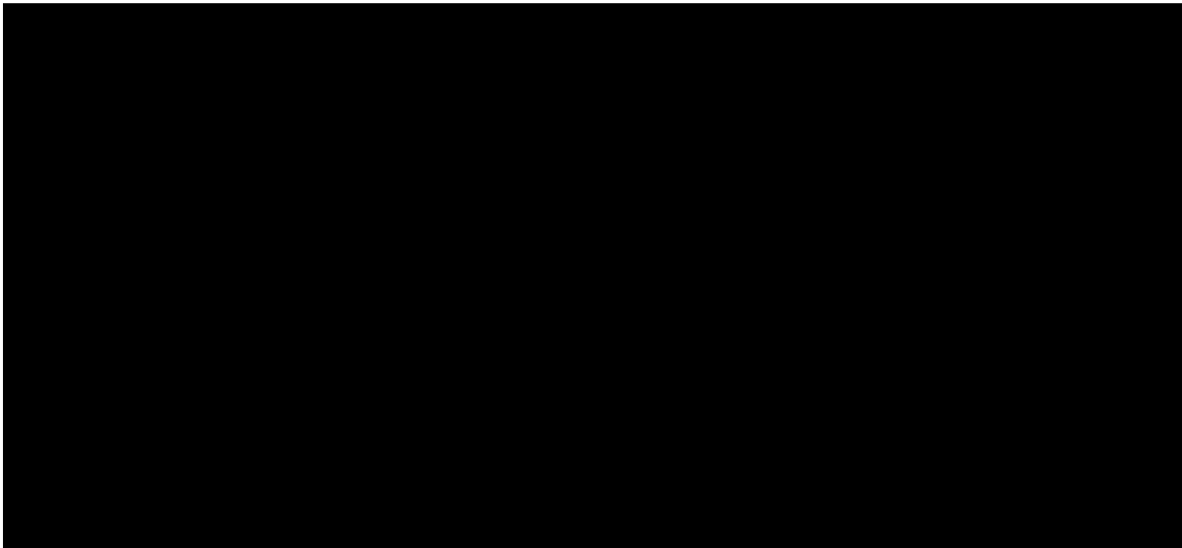


Registrar of Titles  
Land Titles Office  
Marland House  
570 Bourke Street  
MELBOURNE

**APPLICATION TO REGISTER AN AGREEMENT UNDER SECTION 173 OF THE  
PLANNING AND ENVIRONMENT ACT 1987**

**Registered Proprietor: Jamnicant Pty Ltd ACN 068 704 647**

National Australia Bank Limited A.B.N. 12 004 044 937 as Mortgagee pursuant to Registered Mortgage numbered AJ021422F hereby consents to the within Agreement.





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FORM 21

Schedule 1 of the *Planning and Environment Regulations 2015*

APPLICATION BY A RESPONSIBLE AUTHORITY  
FOR THE RECORDING OF AN AGREEMENT

Section 181

*Planning and Environment Act 1987*



Lodged by:

Name: BEST HOOPER

Phone: 9670 8951

Address: Level 9, 451 Little Bourke Street, Melbourne

Ref: TB:PN:171039

Customer Code: 0485 U

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 for the land.

Land: Certificate of Title Volume 11455 Folio 776

Responsible Authority: Cardinia Shire Council

Section and Act under which Agreement made:

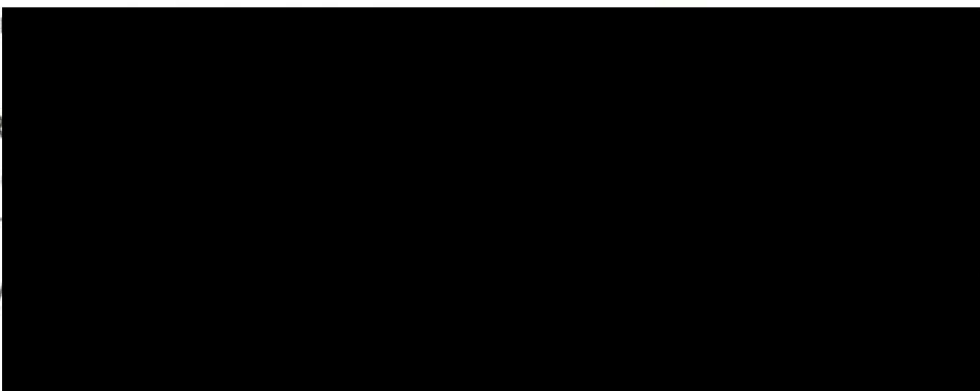
*Section 173 Planning and Environment Act 1987*

A copy of the Agree

Signature for the R

Name of Officer:

Date: 17/11



**AQ674002Y**

29/01/2018 \$94.60 173



**Cardinia Shire Council**

Council

- and -

**Qartaba Homes Pty Ltd**

the Owner

---

**Agreement under Section 173 of the Planning and  
Environment Act 1987**

---

Subject Land: **155 Ahern Road, Pakenham Vic 3810**

**BEST HOOPER**  
Lawyers  
Level 9, 451 Little Bourke Street  
MELBOURNE

Ref: TB:PN:171039  
Tel: 9670 8951  
Fax: 9670 2954



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**PLANNING AND ENVIRONMENT ACT 1987**  
**SECTION 173 AGREEMENT**



THIS AGREEMENT is made the 17 day of January 2018

BETWEEN:

**Cardinia Shire Council**  
of 20 Siding Avenue, Officer Vic 3809

("the Council")

- and -

**Qartaba Homes Pty Ltd**  
of 149 Riverstone Road, Riverstone NSW 2765

("the Owner")

**INTRODUCTION**

- A. The Council is the Responsible Authority for the Planning Scheme under the Act.
- B. The Owner is or is entitled to be registered as the proprietor of the Subject Land.
- C. On 4 June 2012, the Council granted Planning Permit No. T110500-2 allowing subdivision of land for twenty-seven (27) lots and the removal of vegetation, generally in accordance with the approved plan/s including condition 5 which provides:

*"Before the Statement of Compliance is issued, the owner must enter into an agreement with the Responsible Authority made pursuant to Section 173 of the Planning and Environment Act 1987, and make the Application to the Registrar of Titles to have the Agreement registered on the title to the land under Section 181 of the Act, which provides:*

- a) *That on Lot 1 to 7 a 10 metre fire buffer is to be incorporated into each allotment and be managed and maintained to a minimum fuel conditions during the declared fire danger period to the satisfaction of the CFA and the Responsible Authority. There are to be no buildings or structures including clotheslines, sheds, cubbyhouses or tree planting within the fire buffer as shown on the endorsed plans of this Permit.*

*The owner must pay the reasonable costs of the preparation, execution and registration of the Section 173 Agreement."*

**AQ674002Y**

29/01/2018

\$94.60

173



- D. As at the date of this Agreement, the Subject Land is encumbered by Mortgage No. AQ283781Y in favour of the Mortgagee. The Mortgagee has consented to the Owner entering into this Agreement with respect to the Subject Land.
- E. The parties enter into this Agreement:
  - (a) To give effect to the requirements of the Permit; and
  - (b) To achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

**IT IS AGREED:**

**1. DEFINITIONS**

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

- 1.1 **"the Act"** means the *Planning and Environment Act 1987* (Vic).
- 1.2 **"this Agreement"** means this agreement and any agreement executed by the parties expressed to be supplemental to this Agreement.
- 1.3 **"Caveat"** means a notice recorded on the folio of the register for a parcel of Torrens title land to protect an interest that affects that title but is either not registered or not registrable.
- 1.4 **"Caveator"** means a person or persons who have lodged a caveat on the land.
- 1.5 **"CFA"** means the County Fire Authority.
- 1.6 **"Council"** means the Cardinia Shire Council as the Responsible Authority for the Planning Scheme and any subsequent person or body which is the Responsible Authority for the Planning Scheme.
- 1.7 **"Endorsed Plans"** means the plans endorsed under the Planning Permit and as amended from time to time.
- 1.8 **"Fire Buffer"** means an area where no buildings or structures as defined under Section 3 of the Act are allowed and includes clotheslines, sheds, cubby houses or tree planting as shown in the Endorsed Plans as part of the Permit.
- 1.9 **"Fire danger period"** means the period when the CFA declares it to be a fire danger period and this can be as early as October in some municipalities and as late as May.
- 1.10 **"Lot"** has the same meaning as in the *Subdivision Act 1988* (Vic).
- 1.11 **"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.

- 1.12 **“Owner”** means the person or person 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.
- 1.13 **“party”** or **“parties”** means the Owner and Council under this Agreement as appropriate.
- 1.14 **“Permit”** means Planning Permit No. T110500-2 issued for the development of the Subject Land for a twenty-seven lot subdivision and the removal of vegetation generally in accordance with the approved plan/s, and as amended from time to time.
- 1.15 **“Planning Scheme”** means the Cardinia Planning Scheme and any other planning scheme which applies to the Subject Land.
- 1.16 **“Subject Land”** means the land situated at 155 Ahern Road, Pakenham being the land comprised in Certificate of Title Volume 11455 Folio 776 and any reference to the Subject Land in this Agreement will include a reference to any lot created by the subdivision of the Subject Land or any part of it.

## 2. INTERPRETATION

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 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.
- 2.6 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- 2.7 A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the same meaning as defined in the Act.
- 2.8 The obligations of the Owner under this Agreement, will take effect as separate and severally 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.

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**3. SPECIFIC OBLIGATIONS OF THE OWNER**

Unless otherwise agreed in writing by the Council, the owner covenants and agrees that:

- 3.1 It will at all times on Lots 1 to 7 shown on the Endorsed Plans, irrespective of whether a building is located on any such Lot or not, include a Fire Buffer of no less than 10 metres in depth as measured from the rear boundary and as shown on the Endorsed Plans;
- 3.2 No buildings, structures or tree planting is permitted in the Fire Buffer area as shown on the Endorsed Plans; and
- 3.3 The management and maintenance of the Fire Buffer during a declared fire danger period must be to the satisfaction of the CFA and Council.

**3.4 Council's Costs to be Paid**

the Owner must pay to the Council, the Council's reasonable costs and expenses (including legal expenses on a party/party basis) of and incidental to the preparation, drafting, review, finalisation, engrossment, execution and registration of this Agreement and until those costs are paid they will remain a debt of the Owner to the Council.

**4. ACKNOWLEDGMENT AND COVENANTS OF COUNCIL**

- 4.1 The Council acknowledges that the Owner's covenants in this Agreement satisfy Condition 5 of the Permit.
- 4.2 The Council covenants that it will forthwith apply to register this Agreement pursuant to Section 181 of the Act.

**5. FURTHER OBLIGATIONS OF THE OWNER**

The Owner further covenants and agrees that:

**5.1 Notice of Registration**

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

**5.2 Further actions**

- 5.2.1 the Owner will do all things necessary, including signing any further agreements, undertakings, covenants and consents, approvals or other documents necessary for the purpose of ensuring that the Owner carries out the Owner's covenants under this Agreement and to enable the Council to enforce the performance by the Owner of such covenants and undertakings;
- 5.2.2 the Owner will consent to the Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject Land in accordance with Section 181 of the Act and do all things necessary to enable the Council to do so including signing any further agreement,

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29/01/2018 \$94.60 173



acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that Section;

**6. AGREEMENT UNDER SECTION 173 OF THE ACT**

The Council and the Owner agree that without limiting or restricting their respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made pursuant to Section 173 of the Act, however if this Agreement is held not to be valid as an agreement made pursuant to Section 173 of the Act or is unenforceable under the Act it remains a contract between the parties and is enforceable as a contract against the Owner or the Council, as the case may be.

**7. OWNERS WARRANTIES**

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

**8. SUCCESSORS IN TITLE**

Without limiting the operation or effect which this Agreement has, the Owner must ensure that, until such time as a memorandum of this Agreement is registered on the title to the Subject Land, successors in title shall be required to:

- 8.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- 8.2 execute a deed agreeing to be bound by the terms of this Agreement.

**9. GENERAL MATTERS**

**9.1 Notices**

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

- 9.1.1 by delivering it personally to that party;
- 9.1.2 by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time;
- 9.1.3 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; or
- 9.1.4 by sending it by email provided that the receiving party has consented to receipt of notices by email and has provided an email address for that purpose.

**9.2 A notice or other communication is deemed served:**

- 9.2.1 if delivered, on the next following business day;

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- 9.2.2 if posted, on the expiration of between two to six business days after the date of posting;
- 9.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day; or
- 9.2.4 if sent by email, at the time of receipt in accordance with the *Electronic Transactions (Victoria) Act 2000*.

**9.3 No Waiver**

Any time or other indulgence granted by the Council to the Owner or any variation of the terms and conditions of this Agreement or any judgement or order obtained by the Council against the Owner will not in any way amount to a waiver of any of the rights or remedies of the Council in relation to the terms of this Agreement.

**9.4 Severability**

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

**9.5 No Fettering of the Council's Powers**

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of Council to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Subject Land or relating to any use or development of the Subject Land.

**10. COMMENCEMENT OF AGREEMENT**

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

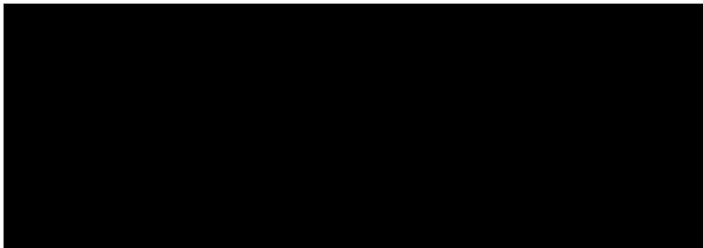
**11. ENDING OF AGREEMENT**

This Agreement may be ended by agreement between Council and the Owner.



EXECUTED by the parties on the date set out at the d

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



EXECUTED by **Qartaba Homes Pty Ltd (ABN 30147630948)** in accordance with section 127(1) of the *Corporations Act 2001* by being signed by authorised persons:



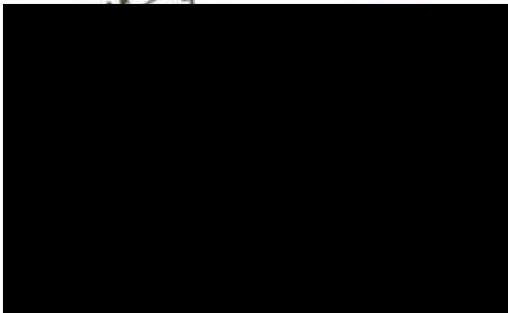
Director

Waiahat A. K. Rana

Full Name



Usual Address

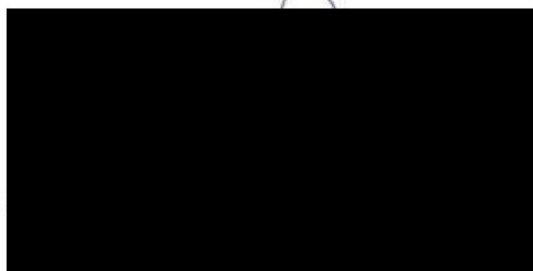


Director

Full Name

Usual Address

8



Director / Secretary

Mitrovic, K. Jovita

Full Name

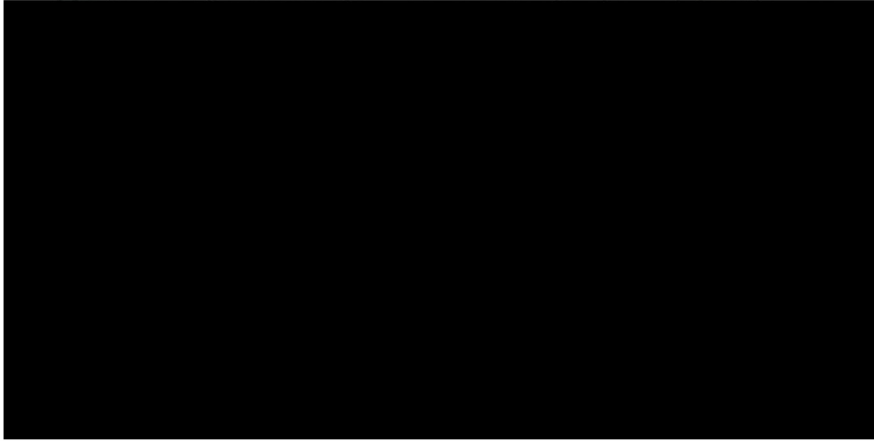


Usual Address



### Mortgagee's Consent

**Balanced Securities Ltd** as Mortgagee of registered mortgage No. AQ283781Y consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes



ants and conditions of this



# Imaged Document Cover Sheet

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Document Type	<b>Plan</b>
Document Identification	<b>PS713408R</b>
Number of Pages (excluding this cover sheet)	<b>12</b>
Document Assembled	<b>30/03/2026 16:54</b>

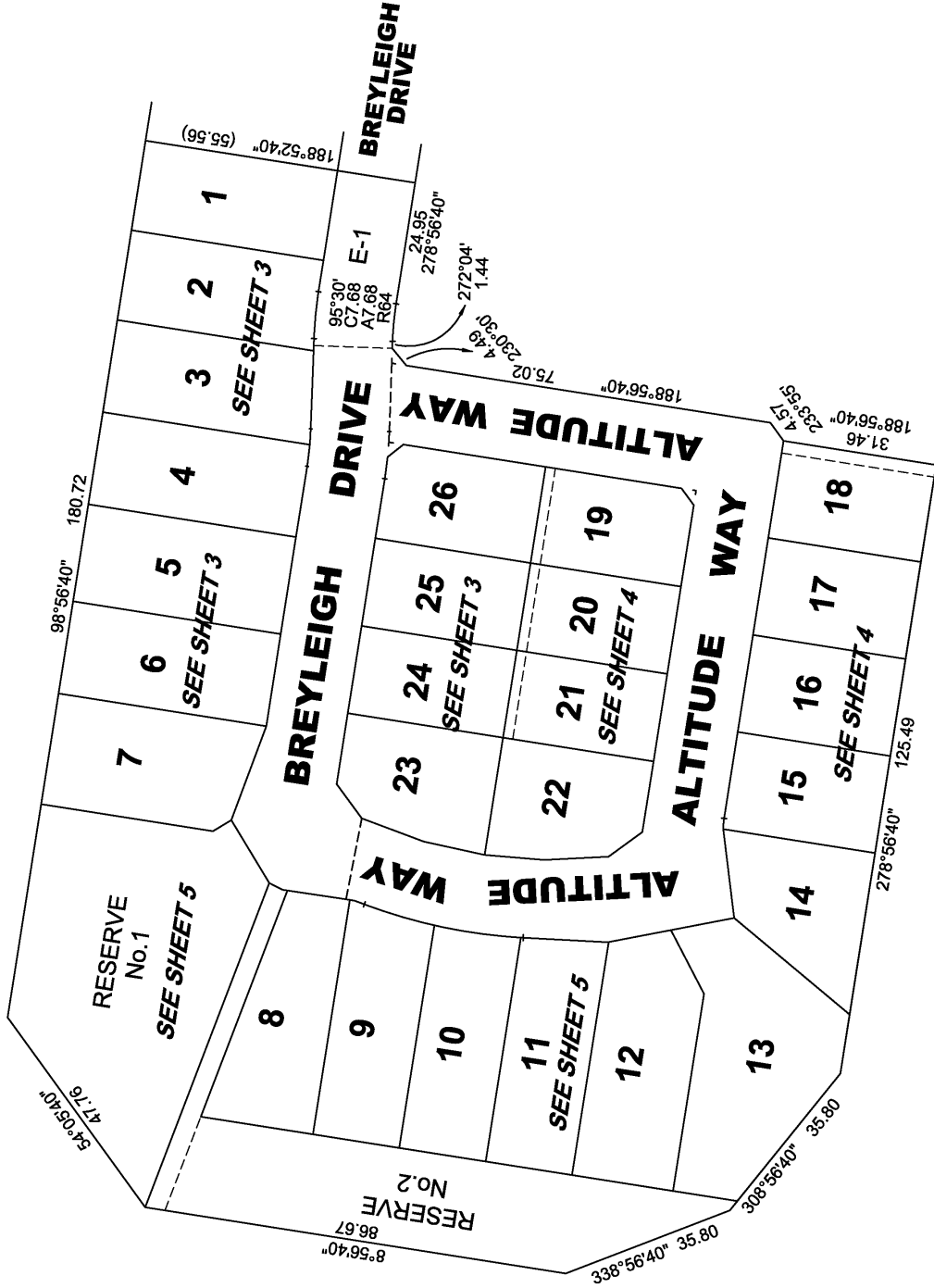
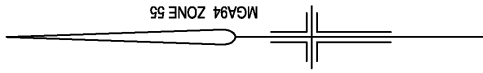
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<b>SUBDIVISION ACT 1988</b>			<b>PLAN NUMBER</b> <b>PS 713408R</b>		
<b>PLAN OF SUBDIVISION</b>			<b>EDITION 1</b>		
<b>LOCATION OF LAND</b> <b>PARISH:</b> NAR-NAR-GOON <b>TOWNSHIP:</b> <b>SECTION:</b> <b>CROWN ALLOTMENT:</b> <b>CROWN PORTION:</b> 7 (PART) <b>TITLE REFERENCES:</b> VOL. 11455 FOL. 776  <b>LAST PLAN REFERENCE:</b> PS 713406V LOT B <b>POSTAL ADDRESS:</b> BREYLEIGH DRIVE <small>(at time of subdivision)</small> PAKENHAM 3810  <b>MGA CO-ORDINATES:</b> E 367 010 ZONE: 55 <small>(of approximate centre of land in plan)</small> N 5 787 022 GDA 94			<b>COUNCIL NAME :</b> CARDINIA SHIRE COUNCIL		
<b>VESTING OF ROADS OR RESERVES</b>					
<b>IDENTIFIER</b>	<b>COUNCIL / BODY / PERSON</b>		NUMBER OF LOTS IN THIS PLAN : 26 TOTAL AREA OF LAND IN THIS PLAN : 3.057 ha  <b>DEPTH LIMITATION:</b> DOES NOT APPLY		
ROADS, R-1	CARDINIA SHIRE COUNCIL				
RESERVE No.1	CARDINIA SHIRE COUNCIL				
RESERVE No.2	CARDINIA SHIRE COUNCIL				
<b>NOTATIONS</b>					
			<b>OTHER PURPOSE OF THIS PLAN - CREATION OF RESTRICTION:</b> SEE SHEETS 6 TO 8 (BOTH INCLUSIVE)		
<b>EASEMENT INFORMATION</b>				<b>THIS IS A SPEAR PLAN</b>	
<b>LEGEND:</b> A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)				<b>STAGING:</b> THIS IS NOT A STAGED SUBDIVISION PLANNING PERMIT No. T1105002	
<b>EASEMENT REFERENCE</b>	<b>PURPOSE</b>	<b>WIDTH (METRES)</b>	<b>ORIGIN</b>	<b>LAND BENEFITED /IN FAVOUR OF</b>	<b>SURVEY:</b> THIS PLAN IS BASED ON SURVEY  THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s). -----  IN PROCLAIMED SURVEY AREA No. -----
E-1	WAY, DRAINAGE, SEWERAGE, SUPPLY OF GAS, WATER, ELECTRICITY, TELEPHONE AND DATA TRANSMISSION	SEE DIAG.	PS713406V	LOTS ON PS713406V	
E-2	SUPPLY OF WATER - THROUGH UNDERGROUND PIPES	SEE DIAG.	THIS PLAN	SOUTH EAST WATER CORPORATION	
E-3	SEWERAGE	SEE DIAG.	THIS PLAN	SOUTH EAST WATER CORPORATION	
E-4	DRAINAGE	SEE DIAG.	THIS PLAN	CARDINIA SHIRE COUNCIL	
REF: <b>22103/1PS</b>	VERSION: <b>J</b>	DATE: 07/06/18 1PS-J.DGN	ORIGINAL SHEET SIZE A3 SHEET 1 OF 11 SHEETS		
Reeds Consulting Pty Ltd Lvl 6, 440 Elizabeth Street Melbourne Victoria 3000 p [03] 8660 3000 www.reedsconsulting.com.au survey@reedsconsulting.com.au			LICENSED SURVEYOR <b>THOMAS ANDREW MILLAR</b>		
			PLAN REGISTERED TIME: 12:45pm DATE: 21/11/2018 T. LOCOCK Assistant Registrar of Titles		

PLAN NUMBER  
**PS 713408R**



REF: **22103/1PS J**      VERSION: **J**      DATE: 07/06/18  
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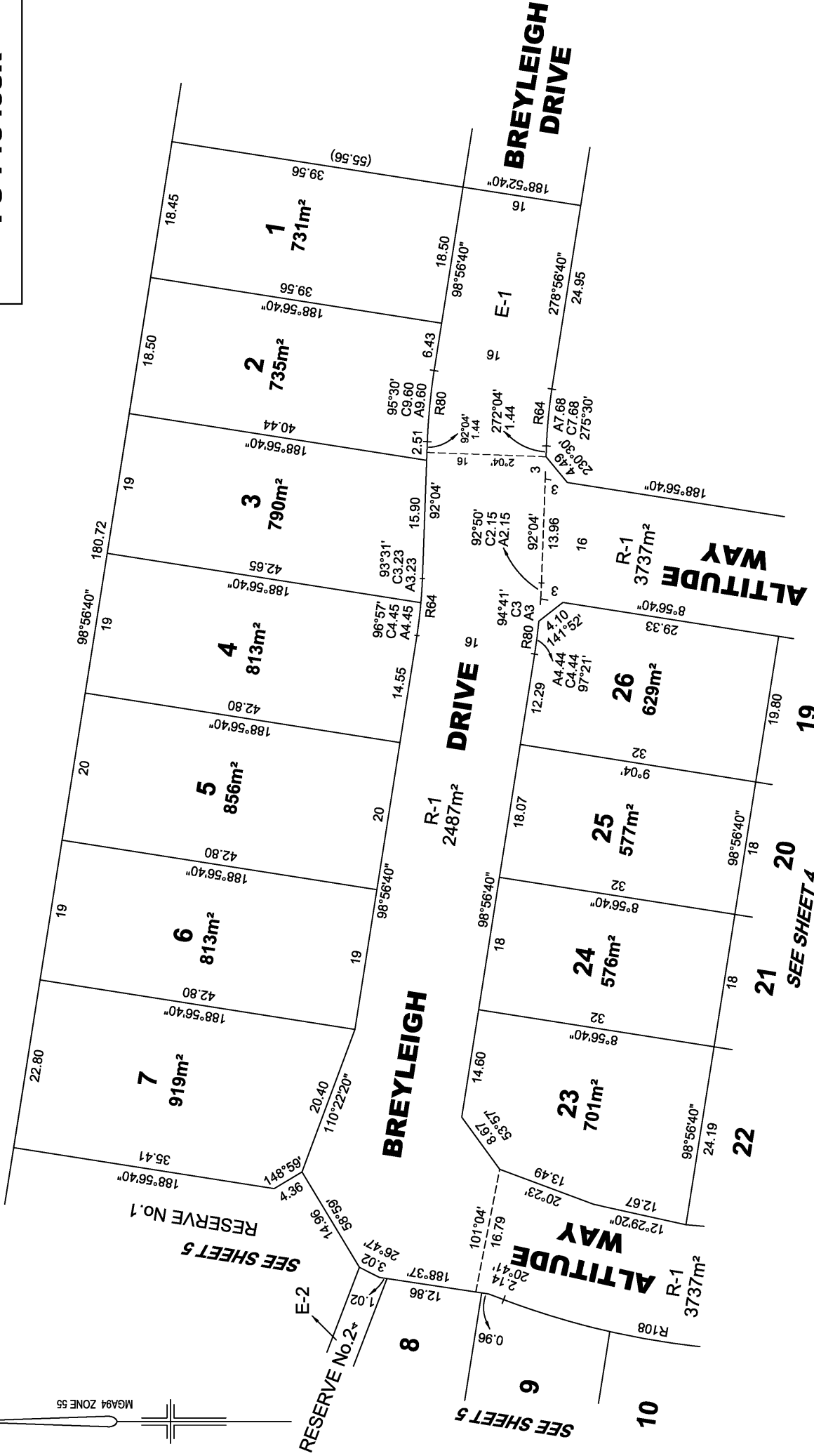
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 Melbourne Victoria 3000  
 p (03) 8660 3000  
 www.reedsconsulting.com.au  
 survey@reedsconsulting.com.au

SCALE 1:1000  
 LENGTHS ARE IN METRES

LICENSED SURVEYOR  
 .....  
 THOMAS ANDREW MILLAR

ORIGINAL SHEET SIZE A3      SHEET 2

**PLAN NUMBER  
PS 713408R**



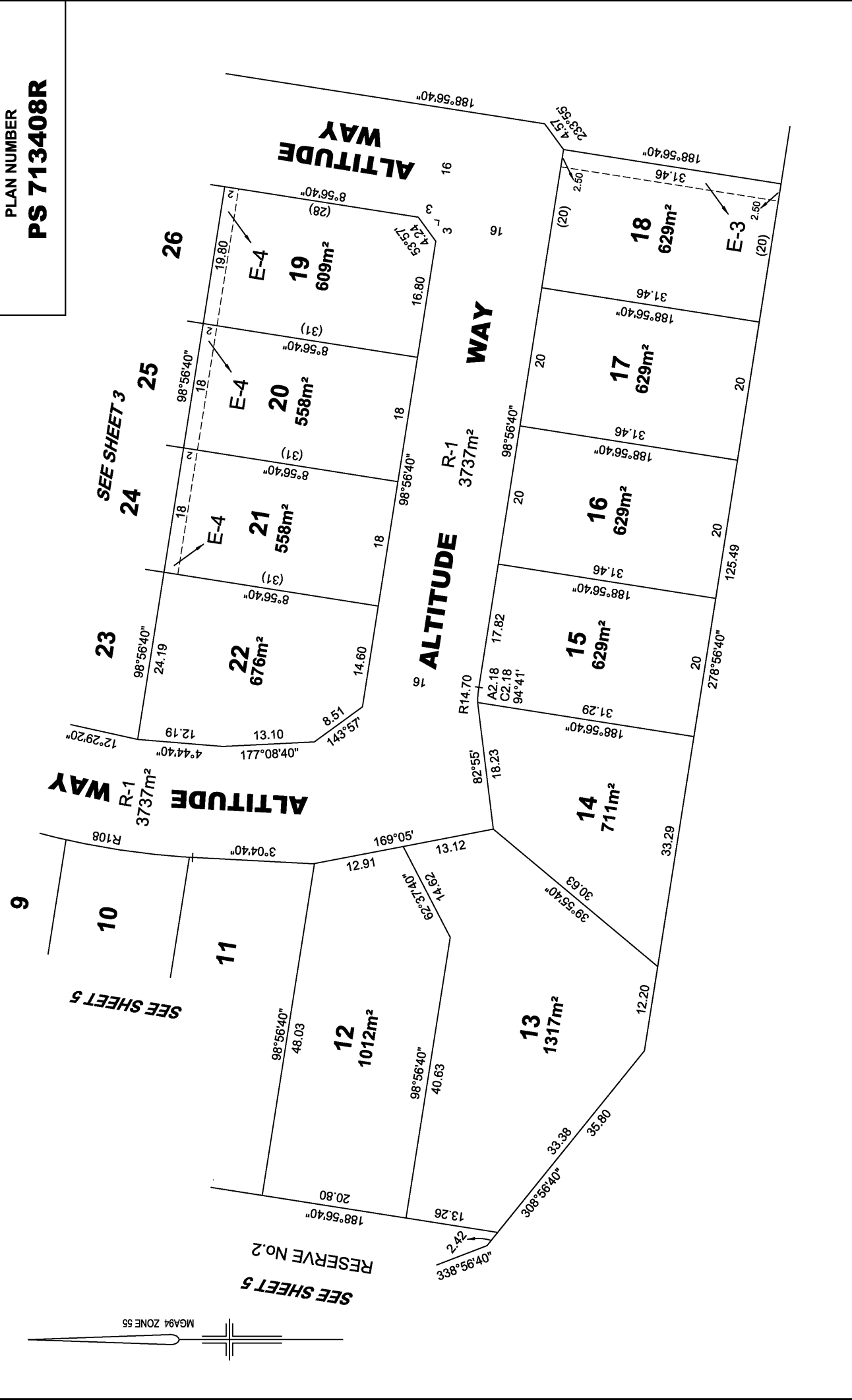
MGA94 ZONE 55

REF: **22103/1PS J**      VERSION: **J**      DATE: 07/06/18  
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 Melbourne Victoria 3000  
 p (03) 8660 3000  
 www.reedsconsulting.com.au  
 survey@reedsconsulting.com.au

SCALE 1:500  
 LENGTHS ARE IN METRES  
 LICENSED SURVEYOR  
 THOMAS ANDREW MILLAR

DATE: 07/06/18      VERSION: J      DATE: 07/06/18  
 ORIGINAL SHEET SIZE A3      SHEET 3

PLAN NUMBER  
**PS 713408R**



REF: **22103/1PS J**      VERSION: **J**      DATE: 07/06/18  
 REEDS CONSULTING      IP-S-J.DGN

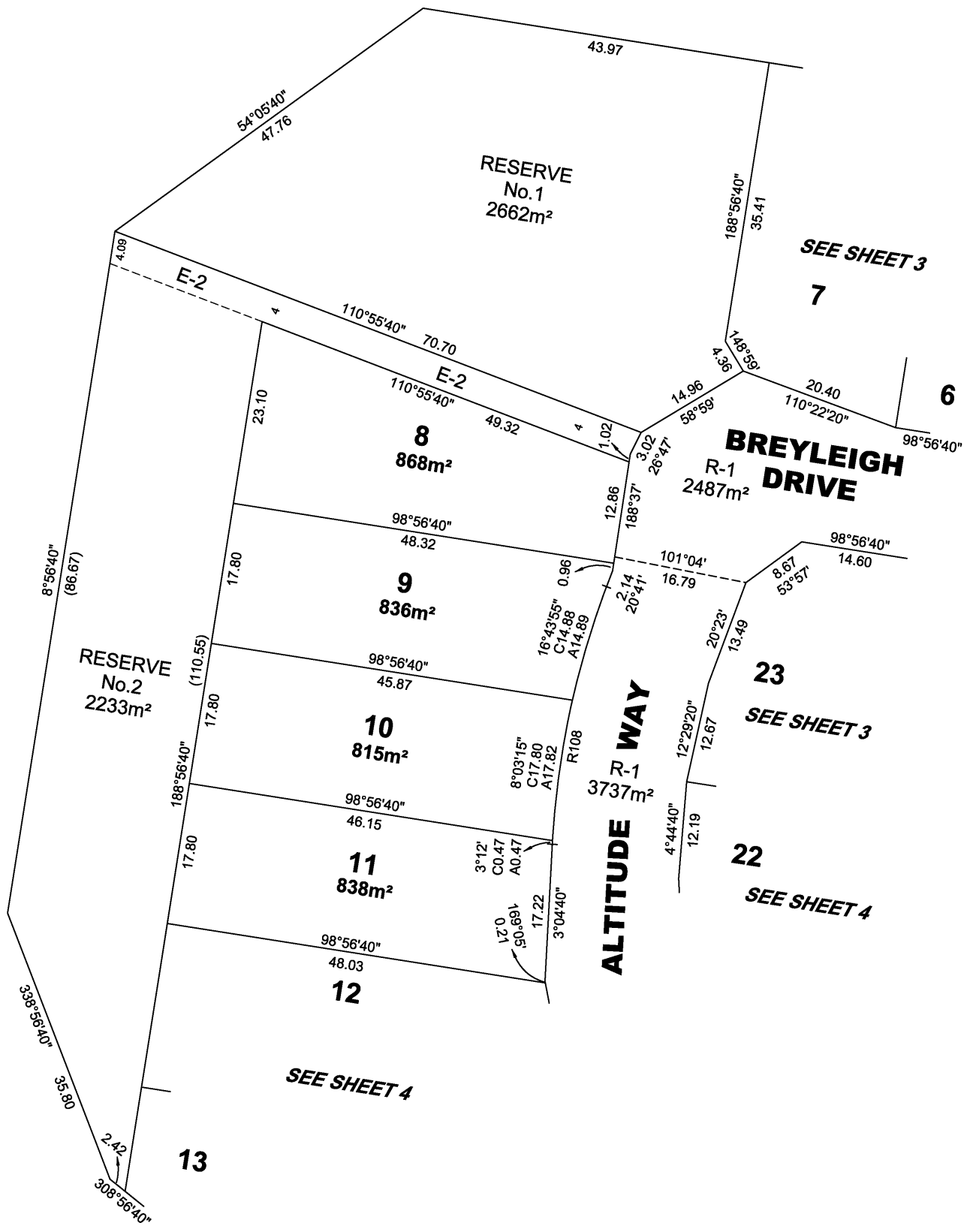
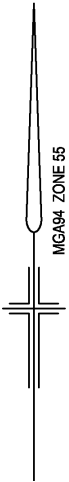
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 Melbourne Victoria 3000  
 p (03) 8660 3000  
 www.reedsconsulting.com.au  
 survey@reedsconsulting.com.au

LICENSED SURVEYOR  
 .....  
 THOMAS ANDREW MILLAR

SCALE 1:500      0      10      20  
 LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3      SHEET 4

PLAN NUMBER  
**PS 713408R**



REF: <b>22103/1PS</b>	VERSION: <b>J</b>	DATE: 07/06/18 1PS-J.DGN	SCALE <b>1:500</b>		ORIGINAL SHEET SIZE A3	SHEET 5
			LICENSED SURVEYOR <b>THOMAS ANDREW MILLAR</b>			
Reeds Consulting Pty Ltd Lvl 6, 440 Elizabeth Street Melbourne Victoria 3000 p [03] 8660 3000 www.reedsconsulting.com.au survey@reedsconsulting.com.au						

PLAN NUMBER  
**PS 713408R**

## SUBDIVISION ACT 1988 CREATION OF RESTRICTION A

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

Table of Land Burdened and Land Benefited:

Burdened Lot No.	Benefited Lot No.	Burdened Lot No.	Benefited Lot No.	Burdened Lot No.	Benefited Lot No.
1	2	10	9, 11	19	20, 26
2	1, 3	11	10, 12	20	19, 21, 25
3	2, 4	12	11, 13	21	20, 22, 24
4	3, 5	13	12, 14	22	21, 23
5	4, 6	14	13, 15	23	22, 24
6	5, 7	15	14, 16	24	21, 23, 25
7	6	16	15, 17	25	20, 24, 26
8	9	17	16, 18	26	19, 25
9	8, 10	18	17		

### For the Purpose of this Restriction:

- (a) "**building envelope**" means the building envelope for a lot as shown in the Building Envelope Plan attached to this Restriction.
- (b) "**front boundary**" means:
- (i) in the case of any lot where only one boundary of that lot abuts a road, the boundary which abuts the road; and
  - (ii) in the case of any lot, where more than one boundary abuts a road, the shortest of the boundaries which abuts the road and where there is a splayed corner on a lot, that part of the boundary which is created by the splay (i.e. the corner splay) shall be disregarded.

All distances are to be measured at right angles.

### Description of Restriction:

Unless given the consent of the Responsible Authority, the registered proprietor or proprietors for the time being of any lot on this plan to which the following restrictions apply shall not:

- 1 Construct or cause or permit to be constructed on any burdened lot:
  - 1.1 any building or dwelling outside the building envelope for the lot apart from the specific encroachments allowed outside the building envelope pursuant to the Building Regulations.
- 2 Build or cause to be built or allow to be built a garage within 5.5 metres of the front boundary.

This restriction shall expire 25 years after the date of the registration of this plan.

Building regulations apply to all matter which are not addressed in this restriction.

REF: **22103/1PS**      VERSION: **J**      DATE: 07/06/18  
1PS-J.DGN

ORIGINAL SHEET  
SIZE A3

SHEET 6

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www.reedsconsulting.com.au  
survey@reedsconsulting.com.au

LICENSED SURVEYOR

.....  
**THOMAS ANDREW MILLAR**  
.....

**PLAN NUMBER  
PS 713408R**

**SUBDIVISION ACT 1988  
CREATION OF RESTRICTION B**

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

Table of Land Burdened and Land Benefited:

Burdened Lot No.	Benefited Lot No.	Burdened Lot No.	Benefited Lot No.	Burdened Lot No.	Benefited Lot No.
1	2	10	9, 11	19	20, 26
2	1, 3	11	10, 12	20	19, 21, 25
3	2, 4	12	11, 13	21	20, 22, 24
4	3, 5	13	12, 14	22	21, 23
5	4, 6	14	13, 15	23	22, 24
6	5, 7	15	14, 16	24	21, 23, 25
7	6	16	15, 17	25	20, 24, 26
8	9	17	16, 18	26	19, 25
9	8, 10	18	17		

**For the Purpose of this Restriction:**


- (a) **"building envelope"** means the building envelope for a lot as shown in the Building Envelope Plan attached to this Restriction.
  - (i) in the case of any lot where only one boundary of that lot abuts a road, the boundary which abuts the road; and
  - (ii) in the case of any lot, where more than one boundary abuts a road, the shortest of the boundaries which abuts the road and where there is a splay on a lot, that part of the boundary which is created by the splay (i.e. the corner splay) shall be disregarded.
- (c) All distances are to be measured at right angles.
- (d) **"facade"** means any front wall of a dwelling, excluding verandahs, porches, balconies, decks, landings or steps.

**Description of Restriction:**

the registered proprietor or proprietors for the time being of a burdened lot to which this restriction applies shall not, unless given the consent of the Responsible Authority:

- 1 Construct or allow to be constructed any more than one dwelling per lot.
- 2 Construct or cause or permit to be constructed on any lot on this plan:-
  - (i) Any building other than one dwelling house with the usual garage and outbuildings such dwelling house having a minimum floor area (excluding any verandah, carport or garage) of 200 square meters.
  - (ii) Any building other than one dwelling house with the usual garage and outbuildings that does not intergrate with the natural slope of the site.
  - (iii) Any building, dwelling, structure, garage or outbuilding of a height greater than 7.5m at any measured point from the relevant finished surface level.
  - (iv) Any building, dwelling, structure, garage or outbuilding until such time as a planning permit is obtained for the development of said building, dwelting, strucutre, garage or outbuilding as required under clause 42.01-2 of the Cardinia Planning Scheme.

SEE SHEET 8 FOR CONTINUATION OF RESTRICTION


REF: <b>22103/1PS</b>	VERSION: <b>J</b>	DATE: 07/06/18 1PS-J.DGN	ORIGINAL SHEET SIZE A3	SHEET 7
 Reeds Consulting Pty Ltd Lvl 6, 440 Elizabeth Street Melbourne Victoria 3000 p [03] 8660 3000 www.reedsconsulting.com.au survey@reedsconsulting.com.au			LICENSED SURVEYOR  ..... <b>THOMAS ANDREW MILLAR</b> .....	

**PLAN NUMBER**  
**PS 713408R**

**RESTRICTION B (cont)**

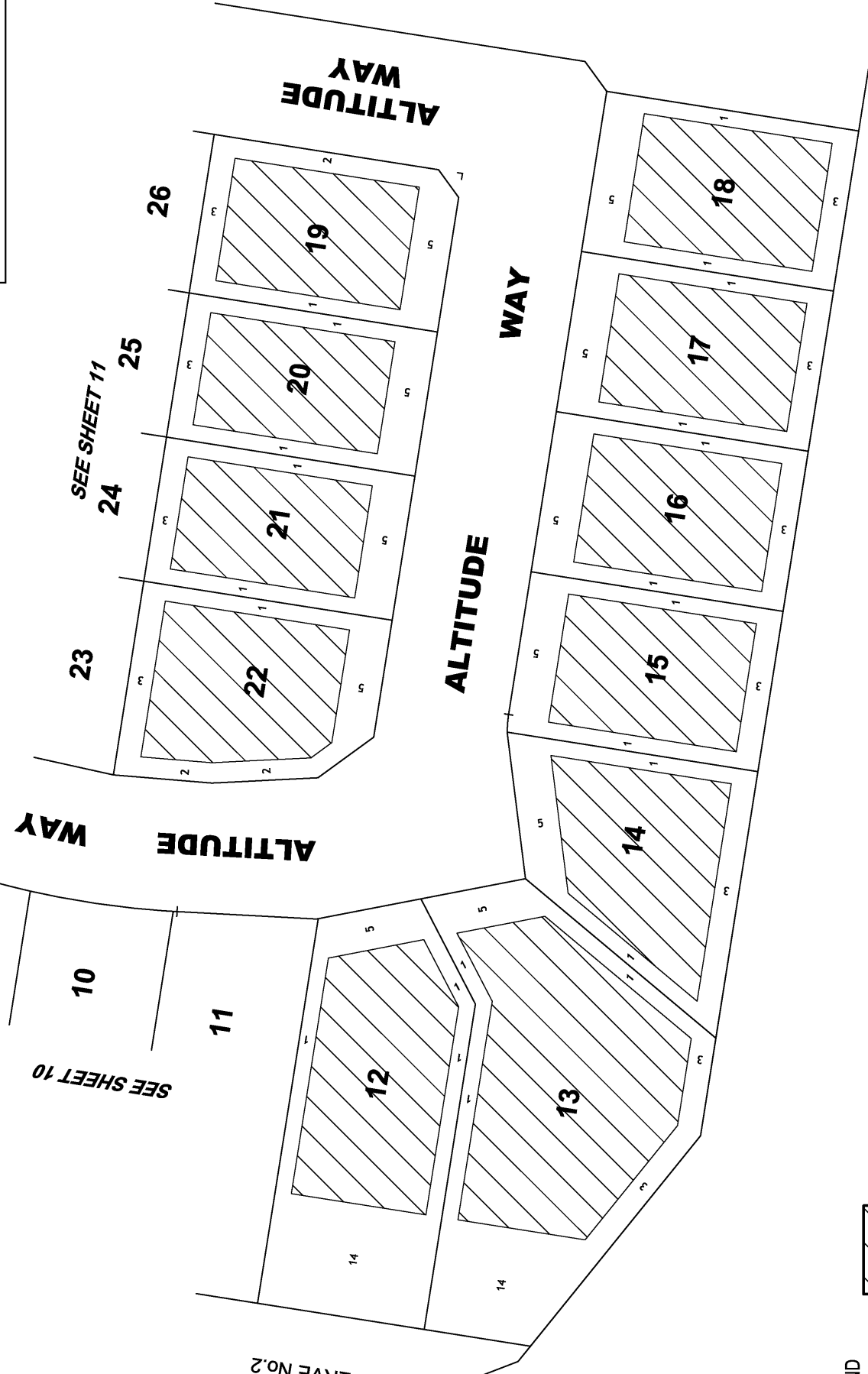
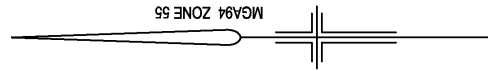
- (v) Any building, dwelling, structure, garage or outbuilding unless it meets Section 2.0 (Environment objective to be achieved) and Section 4.0 (Decision Guidelines) of Schedule 4 to the Environment Significance Overlay of the Cardinia Planning Scheme.
  - (vi) Any facade (including garage and carport) of which less than seventy percent (70%) of the external walls (excluding windows) is constructed of brick, brick veneer, stone, masonry, masonry veneer, render or texture coated boards.
  - (vii) Any dwelling constructed on a corner allotment which does not wrap around the secondary frontage for a minimum of 4.0 metres.
  - (viii) Any dwelling with less than one habitable room window at each level, forward of the side boundary fence, presented to each frontage.
  - (ix) Any dwelling with a roof of other than masonry, concrete or terracotta tiles or coloured non-reflective roofing material.
  - (x) Any dwelling having external plumbing (stormwater drainage downpipes excepted) which shall be visible from an adjoining street or reserve.
  - (xi) Any relocatable, transportable or kit homes and dwellings.
  - (xii) Dwellings with exposed stumps or support rails (excluding verandah or pergola posts).
  - (xiii) Ancillary items (including but not limited to clothes lines, rainwater tanks, hot water services, heating and cooling plants, clothes lines, bins, storage areas, or parts thereof to be visible from the street.
  - (xiv) Any external satellite dishes or any external antennas visible from the street.
- 3 After the commencement of construction, cease work on the dwelling for a period of more than three months.
  - 4 Obtain a Certificate of Occupancy later than 12 months after the commencement of construction of the dwelling.
  - 5 Erect or cause to be erected:
    - (i) Any fence along the Front Boundary;
    - (ii) Any side fencing between properties that terminates less than 2m from the front of the dwelling.
    - (iii) Any fence on either side boundary or the rear boundary of any burdened lot except an unstained or unpainted fence of timber pailings with a timber cap of which no fence posts and railings are visible from the public realm.
    - (iv) Any fence greater than 1.95 metres in height;
    - (v) For corner lots and lots adjacent to parks and reserves:
      - (a) Any fence closer than 4m from the front of the dwelling.
      - (b) Any fence up to 1.95m in height that exceeds 50% of the lot length from the rear boundary and the remaining fence must not exceed 1m in height and must not be less than 40% transparent.
    - (vi) Any fencing constructed on top of a retaining wall visible from the public realm greater than 2.9m in combined height.
  - 6 Construct or cause to be constructed a retaining wall visible from the public realm greater than 1.2m in height.
  - 7 Build or cause to be built or allow to be built or allow to remain a garage:
    - (i) Which contains a garage door or doors which are less than 3.0m wide;
    - (ii) Which has an opening that exceeds 25% of the area of the front facade of any dwelling greater than a single storey;
    - (iii) Which has a setback less than 0.5m behind the dwelling facade.
  - 8 Allow landscaping to the front street view to remain or be left incomplete for a period of more than six months after the date of the Occupancy Permit for the dwelling.
  - 9 Permit the letter box and street numbering to remain uninstalled before occupation of the dwelling.
  - 10 Allow less than 1 canopy tree to be planted within the front setbacks within 3 months of obtaining a Occupancy Permit for the dwelling.
  - 11 Construct or allow to be constructed on the Lot, a dwelling which is not equipped with the provision for connection to the fibre optic infrastructure when available.

This restriction shall expire fifteen (15) years after the date of registration of this plan.

REF: <b>22103/1PS</b>	VERSION: <b>J</b>	DATE: 07/06/18 1PS-J.DGN	ORIGINAL SHEET SIZE A3	SHEET 8
 <p>Reeds Consulting Pty Ltd Lvl 6, 440 Elizabeth Street Melbourne Victoria 3000 p [03] 8660 3000 www.reedsconsulting.com.au survey@reedsconsulting.com.au</p>			<p>LICENSED SURVEYOR</p> <p><b>THOMAS ANDREW MILLAR</b></p> <p>.....</p>	

PLAN NUMBER  
**PS 713408R**

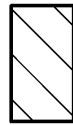
**9 BUILDING ENVELOPE PLAN**



SEE SHEET 10

SEE SHEET 11

SEE SHEET 10  
RESERVE No. 2



LEGEND  
BUILDING ENVELOPE

REF: **22103/1PS J**    VERSION: **J**    DATE: 07/06/18  
 DATE: 07/06/18  
 1PS-J.DGN

**REEDS**  
 CONSULTING

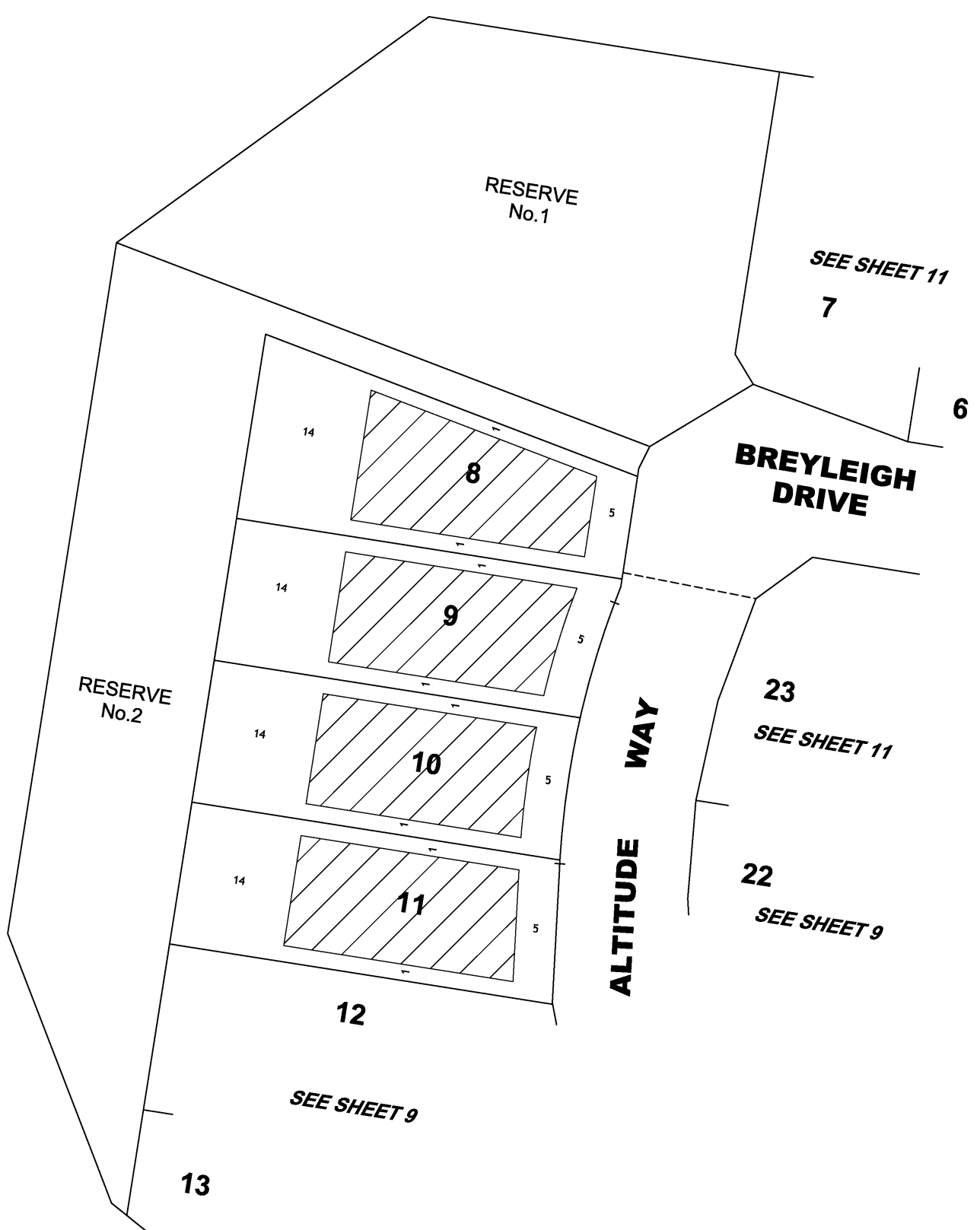
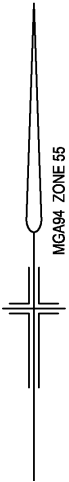
Reeds Consulting Pty Ltd  
 Lvl 6, 440 Elizabeth Street  
 Melbourne Victoria 3000  
 p (03) 8660 3000  
 www.reedsconsulting.com.au  
 survey@reedsconsulting.com.au

NOT TO SCALE  
LICENSED SURVEYOR  
.....  
THOMAS ANDREW MILLAR

ORIGINAL SHEET SIZE A3  
SHEET 9

# BUILDING ENVELOPE PLAN

PLAN NUMBER  
**PS 713408R**



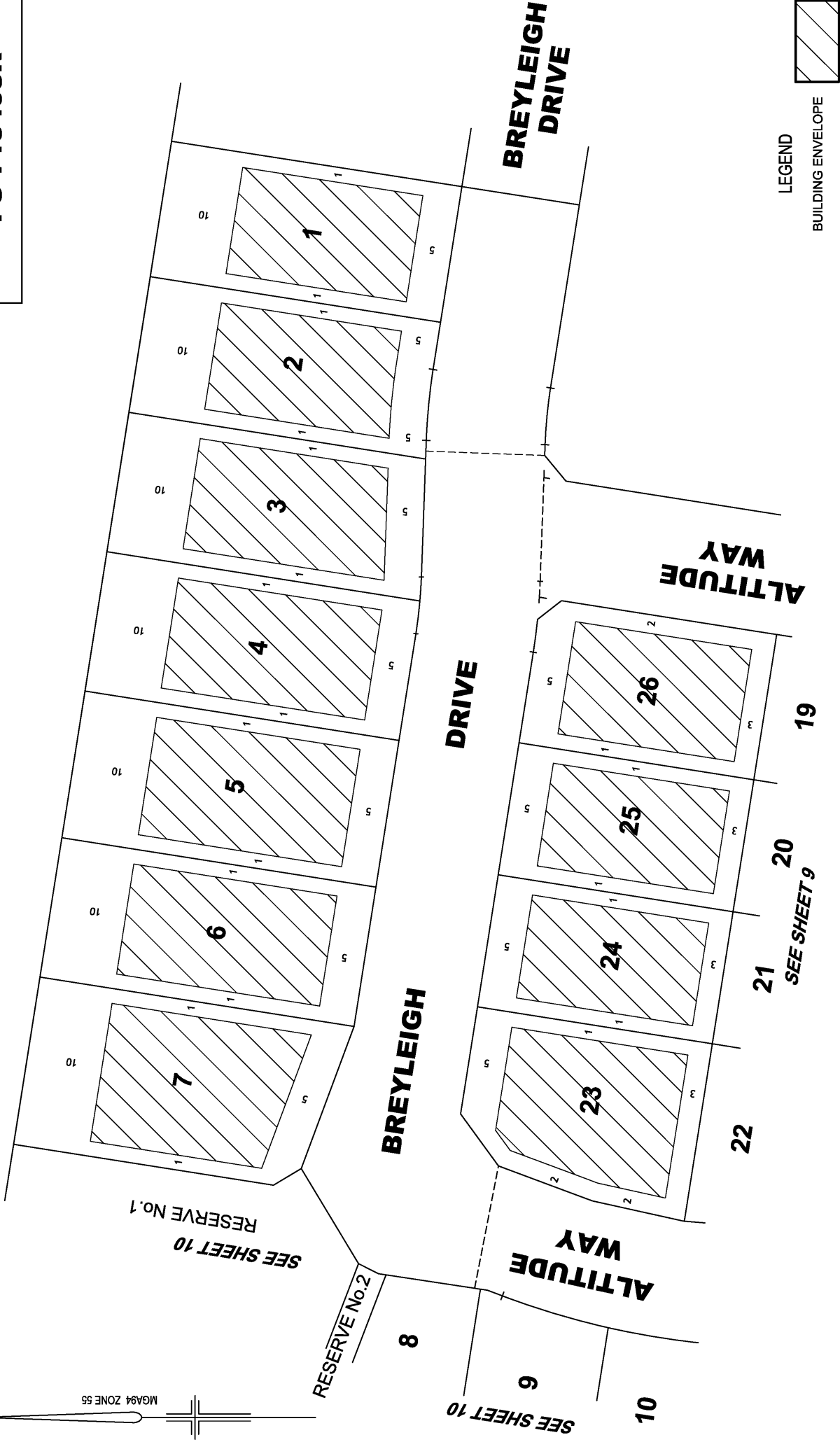
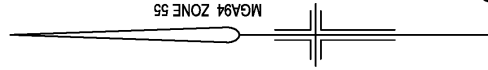
LEGEND  
BUILDING ENVELOPE



REF: <b>22103/1PS</b>	VERSION: <b>J</b>	DATE: 07/06/18 1PS-J.DGN	NOT TO SCALE	ORIGINAL SHEET SIZE A3	SHEET 10
<b>REEDS</b> <small>Reeds Consulting Pty Ltd          Lvl 6, 440 Elizabeth Street          Melbourne Victoria 3000          p [03] 8660 3000          www.reedsconsulting.com.au          survey@reedsconsulting.com.au</small>			LICENSED SURVEYOR <b>THOMAS ANDREW MILLAR</b> .....		

# BUILDING ENVELOPE PLAN

PLAN NUMBER  
**PS 713408R**



REF: **22103/1PS J**      DATE: 07/06/18  
 VERSION: **J**      1PS-J.DGN

**REEDS**  
 CONSULTING

Reeds Consulting Pty Ltd  
 Lvl 6, 440 Elizabeth Street  
 Melbourne Victoria 3000  
 p (03) 8660 3000  
 www.reedsconsulting.com.au  
 survey@reedsconsulting.com.au

NOT TO SCALE

LICENSED SURVEYOR  
 .....  
**THOMAS ANDREW MILLAR**.....

ORIGINAL SHEET SIZE A3

SHEET 11

**Plan of Subdivision PS713408R**  
**Concurrent Certification and Statement of Compliance**  
**(Form 3)**

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S030505P  
Plan Number: PS713408R  
Responsible Authority Name: Cardinia Shire Council  
Responsible Authority Reference Number 1: S12/160  
Responsible Authority Reference Number 2: T110500  
Surveyor's Plan Version: J

**Certification**

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

**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: Sonia Higgins  
Organisation: Cardinia Shire Council  
Date: 19/10/2018

# TOWNPLANNING REPORT

**SUBJECT:**

Construction of a double storey dwelling and fence

**SITE:**

Lot 6(No.38) Breyleigh Drive Pakenham Vic 3810

**APPLICANT:**

Melvic Constructions Pty Ltd

**RESPONSIBLE AUTHORITY:**

Cardinia Shire Council

APR 2026

## 1 INTRODUCTION

Melvic Group has prepared this planning report on behalf of the landowner in support of a planning permit application for the construction of a double-storey dwelling and associated fencing at **38 Breyleigh Drive Pakenham Vic 3810**.

The site is within the General Residential Zone – Schedule 1 (GRZ1) and Environment Significance – Schedule 4 Overlay (ESO4) in which a planning permit is required to construct a building or construct or carry out works, including fencing on a lot.

This report provides an assessment of the proposal against the relevant provisions of the Cardinia Planning Scheme and the registered restrictive covenant.

## 2 SITE DESCRIPTION

The site is located at 38 Breyleigh Drive, Pakenham Vic 3810. The title reference of the site is Lot 6PS 713408R.

The site is generally rectangular in shape with a street frontage of 19.00 meters, a depth of 42.80 meters with an overall area of approximately 813sqm.

The land is characterised by a significant slope, with an approximate fall of 12.5 metres from the rear to the front of the site. This topography is a defining feature of the Pakenham North ridge landscape.

The dwelling faces south, with the driveway positioned along the front boundary, providing access to Breyleigh Drive.

The site is currently vacant, with adjoining lots also undeveloped. A forested reserve is located to the rear, contributing to the environmental and landscape sensitivity of the site.

## 3 PROPOSAL

The proposal is to construct a split-level double storey dwelling with a skillion roof on the site. The development maintains a wide front street setback to accommodate open communal areas, providing space for planting canopy trees, enhancing the streetscape and overall greenery.

The dwelling is designed to respond to the slope through a split-level configuration, including:

- Ground floor: bedroom, kitchen, laundry, family/meals area, and lanai connecting to a north-facing rear yard
- Upper level: rumpus area and three bedrooms
- Double garage accessed via the existing crossover

Two stepped retaining walls are proposed to the side and rear to manage level changes and stabilise the site.

This design approach minimises earthworks and integrates the building with the natural landform.

#### 4 ASSESSMENT OF COVENANT

The Covenant PS 713408R is applied to this block which enforces a building envelope and other restrictions related to the amenity and construction of dwellings on the lot.

Restriction A and Restriction B are to be created upon registration of this plan.

Proposed dwelling complies with both Restrictions as below with description:

##### Restriction A

1. Whole building is built inside the building envelope
2. Garage is setback 11.17 metres from front boundary

##### Restriction B

1. Only one dwelling will be built on this lot
2. (i) Proposed floor area(excluding garage) is more than 200 square meters  
(ii)Proposed dwelling is integrated with the natural slope of the site  
(iii) The maximum building height is 7.462m  
(iv) Planning permit will be applied and obtained for the proposed dwellings before apply building permit  
(v) Refer to 5 ASSESSMENT OF ENVIRONMENTAL SIGNIFICANCE OVERLAY-SCHEDULE 4  
(vi) Whole house is built by render coated boards (Hebel)  
(vii) Not applicable-It is not on a corner allotment  
(viii) At least one habitable room window at each level, forward of the side boundary fence, presented to each frontage  
(ix) Roof is coloured non-reflective roofing material (Colorbond Roof)  
(x) No external plumbing (stormwater drainage downpipes excepted) will be visible from an adjoining street or reserve

- (xi) Proposed dwelling is not a relocatable, transportable or kit homes and dwellings
  - (xii) No exposed stumps or support rails (excluding verandah or pergola posts) for proposed dwelling
  - (xiii) No ancillary items (including but not limited to clothes lines, rainwater tanks, hot water services, heating and cooling plants, bins, storage areas, or parts thereof) to be visible from the street
  - (xiv) No external satellite dish or any external antennas can be visible from the street
3. After the commencement of construction, will not cease work on the dwelling for a period of more than three months
  4. We will obtain the Certificate of Occupancy within 12 months after the commencement of construction of the dwelling
  5.
    - (i) There is no front along the front boundary
    - (ii) Side fencing will terminate 2m from the front of the dwelling
    - (iii) No fence on either side boundary of the rear boundary of any burdened lot except an unstained or unpainted fence of timber pailings with a timber cap of which no fence posts and rails are visible from the public realm
    - (iv) Side and rear fence is 1.95 metres in height
    - (v) Not applicable-It is not on a corner allotment
    - (vi) No fencing constructed on top of a retaining wall visible from the public realm greater than 2.9m in combined height
  6. Retaining wall visible from the public realm is 0.8m height
  7.
    - (i) Garage door is 4.81m wide
    - (ii) Garage opening doesn't exceed 25% of the area of the front façade of any dwelling greater than a single storey
    - (iii) Garage setback is more than 0.5m behind the dwelling façade
  8. Landscaping will be finished within 6 months after the date of the Occupancy Permit for the dwelling
  9. Letter box and street numbering to be installed before occupation of the dwelling
  10. One canopy tree will be planted within the front setbacks within 3 months of obtaining an Occupancy Permit for the dwelling.
  11. Proposed dwelling is equipped with the provision for connection to the fibre optic infrastructure when available

## 5 ASSESSMENT OF ENVIRONMENTAL SIGNIFICANCE OVERLEY-SCHEDULE 4

ESO4 establishes the existing and desired landscape and environmental characteristics of the Pakenham North Ridge area. It places specific value through its Statement of Environmental Significance and its Environmental Objectives.

Environmental Objectives to be Achieved.

### **Objective 1**

*To ensure that the siting and design of buildings and works does not adversely impact on environmental and landscape values including the ridge landform, the diverse and interesting landscape, the natural skyline of ridge areas, areas of remnant vegetation, and habitat of botanical and zoological significance.*

-The proposed dwelling has been designed to split-level to support a contour-responsive outcome and avoid the excessive excavation. Garage and Guest Room is on the same level(FFL 101.985). Entry, Lounge, Family/Meal, Lanai and Stair Room is on other same level(FFL 102.785). L'dry, Kitchen and WIP is on another same level(FFL 103.085). This solution follows the natural contours of the site, reducing the amount of cut and fill required and limiting the disturbance to the surrounding environment.

- The building is splited to sit within the slope rather than dominate it, ensuring that it does not intrude on the natural skyline when viewed from surrounding areas. The stepped built form follows the existing contours, reducing bulk and visual prominence.

### **Objective 2**

*To ensure that the siting and design of buildings and works responds to environmental and landscape values, and addresses environmental hazards of erosion, salinity and fire.*

-The design responds to the steep slope and underlying geology by minimising ground disturbance. The use of a split-level layout reduces the extent of excavation required, thereby lowering the risk of erosion and land instability.

-Two stepped retaining walls are proposed to the side and rear of the dwelling. These are designed to manage level changes in a controlled manner, stabilise the site, and prevent soil movement. The stepped configuration reduces the visual and physical impact compared to a single large retaining structure and allows for integration with landscaping.

-Appropriate drainage and stormwater management measures will be implemented to control runoff and protect downstream water quality. During construction, erosion and sediment control measures will be installed to further mitigate risks.

- To address potential fire hazards, the proposed design will incorporate fire-resistant materials for external cladding, windows, and roofing. Additionally, the development will ensure the creation of an adequate defensible space around the dwelling, with appropriate setbacks from vegetation. The landscape will include fire-resistant plants and be designed with a vegetation clearance zone to reduce the risk of fire spreading to the dwelling.

-There is forest reserve to rear of this block. The stepped retaining wall will also play a role in managing fire risks by creating a defined, safe space for the development, preventing any overgrown vegetation from encroaching too close to the building.

### **Objective 3**

*To maintain, manage and promote replanting of native vegetation as an important element of the Pakenham North ridge landscape and natural systems.*

-The proposal prioritises the retention of existing native vegetation wherever practicable. Any vegetation removal (if required) will be minimised and managed in accordance with relevant planning controls. For this proposed development, we will not remove any onsite vegetation.

-Landscaping associated with the development will utilise indigenous plant species characteristic of the Pakenham North ridge area. This will reinforce the natural landscape character, contribute to biodiversity, and assist in stabilising the land.

-Replanting will also enhance the visual integration of the dwelling into the site and surrounding environment, ensuring that vegetation remains a dominant element of the landscape over time.

-Landscaping plan is submitted for Council review

### **Objective 4**

*To ensure long term protection of areas of high conservation value and promote the protection and enhancement of wildlife habitat and corridors.*

- The siting of the dwelling has been carefully considered to avoid areas of higher ecological value where present. By concentrating development within a defined footprint, the proposal limits fragmentation of any existing habitat.
- Retained vegetation and new indigenous planting will contribute to habitat opportunities for local fauna and support ecological connectivity within the broader landscape. Boundary planting and landscaped areas will function as supplementary habitat corridors over time.
- The long-term management of the site will prioritise the protection of any remnant vegetation and the enhancement of ecological values through appropriate landscaping and maintenance practices.

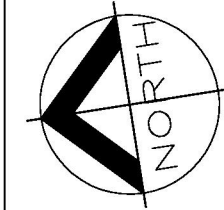
## **5 CONCLUSIONS**

The proposed development represents a site-responsive and environmentally sensitive design outcome.

By responding to the steep topography, minimising earthworks, avoiding native vegetation removal, and incorporating appropriate landscaping and risk mitigation measures, the proposal achieves the objectives of ESO4.

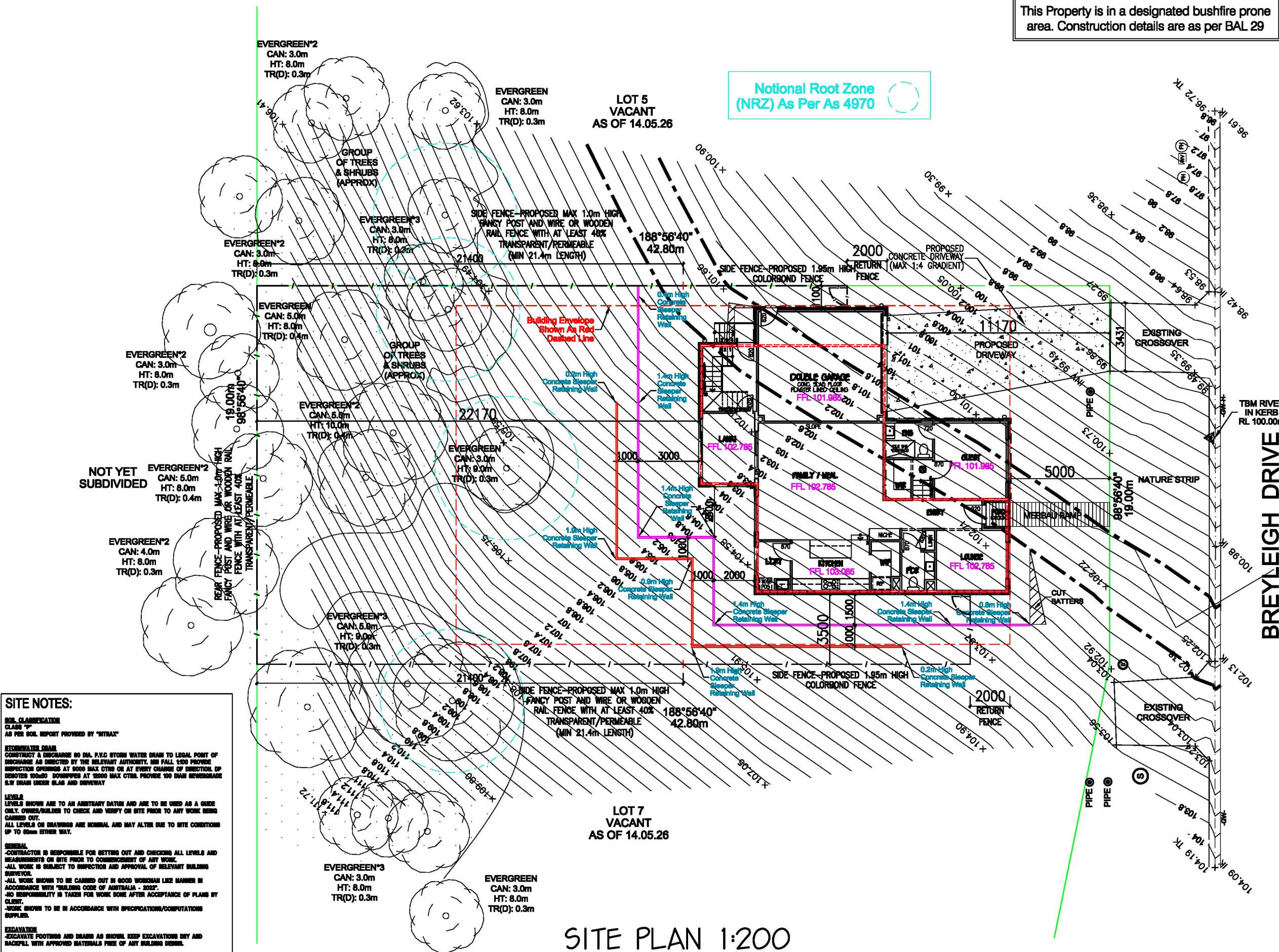
The development will sit comfortably within the Pakenham North ridge landscape and will not adversely impact its recognised environmental and visual significance.

This Property is in a designated bushfire prone area. Construction details are as per BAL 29



SITE AREA: 813.00SQM
BUILDING AREA: 170.53SQM
SITE COVERAGE: 20.98 %
PERMEABILITY: 50.06 %
WIND SPEED: N3

Notional Root Zone (NRZ) As Per As 4970



TERMITE PROTECTION:  
PROVIDE TERMITE PROTECTION IN ACCORDANCE WITH A.S.3660.1

7 STAR ENERGY RATING:  
DWELLING TO COMPLY WITH THE REQUIREMENTS OF 7 STAR ENERGY RATING.

EXCAVATION NOTES:  
CUT LINE (GUEST, GARAGE): R.L 101.6  
CUT LINE (ENTRY, P'DR, LOUNGE, FAMILY, LANAI, STAIRROOM): R.L 102.4  
CUT LINE (WIP, KITCHEN, L'DRY): R.L 102.7

IMPORTANT NOTE:  
EXCAVATIONS ARE SUBJECT TO PERMIT APPROVAL & NOT TO BE USED BY ANY OTHER CONTRACTORS OTHER THAN MELVIC GROUP P/L

DRAINAGE NOTES:  
STORMWATER DRAIN AND DOWN PIPE LAYOUT SHOWN IS INDICATIVE ONLY.  
PROVIDE MIN. 100MM DIA. P.V.C. SEWER GRADE SEALED STORMWATER SYSTEM WITH MIN. 1:100 FALL, TERMINATED 5000MM FROM DWELLING FOR FUTURE CONNECTION TO WATER TANK BY OWNER

REFER TO DRAINAGE PLAN FOR FULL STORMWATER & DRAINAGE LAYOUT AND DETAILS

LEGEND :

▲ TBM	■ Title peg
⊕ Electricity pit	○ Telsra pit
■ Stop Valve	⊙ EP Electricity Pole
□ Side entry pit	WG Water/Gas Kerb Marker
⊠ S.W junction pit	H House Drain Kerb Marker
▨ Grated pit	HD House Drain Outlet
⊞ Unclassified pit	○ DOWN PIPE LOC.
⊙ Property inlet pit	○ STORM WATER RUN
■ Fire hydrant	○ SEWER TIE
○ Water meter	○ TREES REMOVED
□ Sewer pit	⊠ hot water unit location

**SITE NOTES:**

**SOIL CLASSIFICATION**  
CLASS "T"  
AS PER SOIL REPORT PROVIDED BY "WTRAC"

**STORMWATER DRAIN**  
CONSTRUCT & RECHARGE 90 DIA. P.V.C STORM WATER DRAIN TO LEGAL POINT OF DISCHARGE AS DIRECTED BY THE RELEVANT AUTHORITY. MIN FALL 1:100 PROVIDE INSPECTION OPENINGS AT 9000 MAX CTR OR AT EVERY CHANGE OF DIRECTION. DP DENOTES 900x90 DOWNPIPES AT 2500 MAX CTR. PROVIDE 100 DIA. SEWERGRADE 6.5W DRAIN UNDER SLAB AND DRIVEWAY

**LEVELS**  
LEVELS SHOWN ARE TO AN ARBITRARY DATUM AND ARE TO BE USED AS A GUIDE ONLY. OWNERS/BUILDER TO CHECK AND VERIFY ON SITE PRIOR TO ANY WORK BEING CARRIED OUT.  
ALL LEVELS ON DRAWINGS ARE NOMINAL AND MAY ALTER DUE TO SITE CONDITIONS UP TO 50mm EITHER WAY.

**GENERAL**  
-CONTRACTOR IS RESPONSIBLE FOR GETTING OUT AND CHECKING ALL LEVELS AND DIMENSIONS ON SITE PRIOR TO COMMENCEMENT OF ANY WORK.  
-ALL WORK IS SUBJECT TO INSPECTION AND APPROVAL OF RELEVANT BUILDING SURVEYOR.  
-ALL WORK SHOWN TO BE CARRIED OUT IN GOOD WORKMAN LIKE MANNER IN ACCORDANCE WITH "BUILDING CODE OF AUSTRALIA - 2022".  
-NO RESPONSIBILITY IS TAKEN FOR WORK DONE AFTER ACCEPTANCE OF PLANS BY CLIENT.  
-WORK SHOWN TO BE IN ACCORDANCE WITH SPECIFICATIONS/COMPUTATIONS SUPPLIED.

**EXCAVATION**  
-EXCAVATE FOOTINGS AND DRAINS AS SHOWN. KEEP EXCAVATIONS DRY AND BACKFILL WITH APPROVED MATERIALS FREE OF ANY BUILDING DEBRIS.

SITE PLAN 1:200

**IMPORTANT NOTES:**

1. Written dimensions take precedence over scale.
2. All levels, dimensions & existing conditions to be checked by contractor & verified before commencement on site, any discrepancies to be reported to the office immediately.
3. Window sizes are nominal only.
4. All works must be executed in a workmanlike manner and must conform to the latest applicable Australian Standards.
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I/We acknowledge that these plans are correct & reflect all the items requested in our building contract with MelVic Group Pty. Ltd. I am also aware that if any further changes are required to be made a \$1000.00 variation fee will occur.

Signed.....Date.....  
Signed.....Date.....  
Witnessed.....Date.....

**AMENDMENTS**

No.	DATE	DESCRIPTION	DRAWN BY:
A.		CONTRACT DWGS	CHECKED BY:
B.			SIGNED OWNER:
C.			
D.			SIGNED BUILDER:
E.			

**CLIENT**

HOUSE TYPE: CUSTOM

FAÇADE: CUSTOM

DATE: 21.05.26 SCALE: 1:200

JOB No: 0487 PAGE: 1 of 5

LOT 6 (NO.38) BREYLEIGH DRIVE  
PAKENHAM VIC 3810



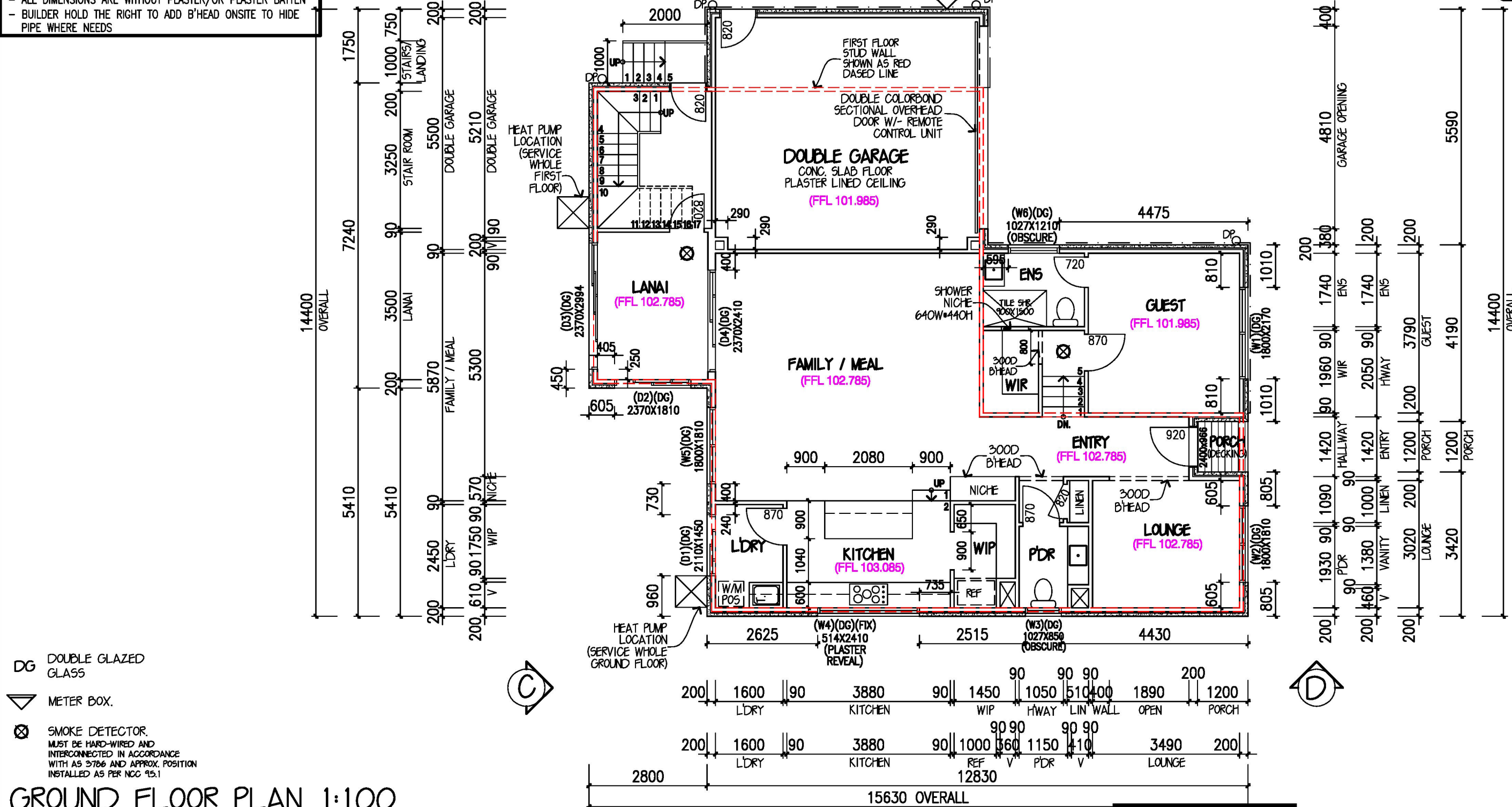
**GENERAL NOTE:**

- ALL WATER CLOSETS TO HAVE REMOVABLE HINGES TO THE DOORS IF THERE IS LESS THAN 1.2m CLEARANCE BETWEEN THE CLOSEST PAN & THE DOORWAY.
- WET AREAS IN ACCORDANCE WITH AUST. STANDARD 3740
- MECHANICAL VENTILATION TO OUTSIDE AIR PROVIDED TO WHERE REQUIRED AND IN ACCORDANCE WITH NCC 10.8.2
- MAN HOLE LOCATION MAY BE CHANGED DUE TO TRUSS LAYOUT
- WEEP HOLES TO COMPLY WITH AS3774.2 (1.2M INCLUDING OVER OPENINGS)
- FINISHED GROUND TO SLOPE AWAY FROM DWELLING
- MASONRY LINTELS TO AS3700
- GUTTERS & DRAINAGE SYSTEMS TO COMPLY WITH AS3500
- A MINIMUM OF 150MM SLAB FREEBOARD OF THE DWELLING ABOVE EXTERNAL PERMEABLE GROUND SURFACE
- ALL DIMENSIONS ARE WITHOUT PLASTER/OR PLASTER BATTEN
- BUILDER HOLD THE RIGHT TO ADD B'HEAD ONSITE TO HIDE PIPE WHERE NEEDS

**IMPORTANT NOTE:**

SMOKE DETECTION TO BCA 2022 AND FROM 1ST MAY 2014, THE B.C.A WILL REQUIRE THE INTERCONNECTION OF SMOKE ALARMS WHERE MORE THAN ONE ALARM IS REQUIRED TO BE INSTALLED. THIS DWELLING HAVE FOUR SMOKE ALARMS IN TOTAL.

**HEBEL PANEL CONSTRUCTION**



- DG** DOUBLE GLAZED GLASS
- METER BOX**
- ⊗** SMOKE DETECTOR. MUST BE HARD-WIRED AND INTERCONNECTED IN ACCORDANCE WITH AS 3786 AND APPROX. POSITION INSTALLED AS PER NCC 95.1

**GROUND FLOOR PLAN 1:100**

**IMPORTANT NOTES:**

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Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
 Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
 Witnessed: \_\_\_\_\_ Date: \_\_\_\_\_

**AREAS:**

GRD FLR:	131.92 M2	1ST FLR:	134.94 M2
PORCH:	1.44 M2		
GARAGE:	37.17 M2		
<b>SUB TOTAL:</b>	<b>170.53 M2</b>	<b>TOTAL:</b>	<b>305.47 M2</b>
	18.36 SQR		32.88 SQR

HOUSE TYPE: CUSTOM	
FACADE: CUSTOM	V01
DATE: 21.05.26	SCALE: 1:100
JOB No: 0487	PAGE: 2 of 5

**ADDRESS:**  
 LOT 6 (NO.38) BREYLEIGH DRIVE  
 PAKENHAM VIC 3810

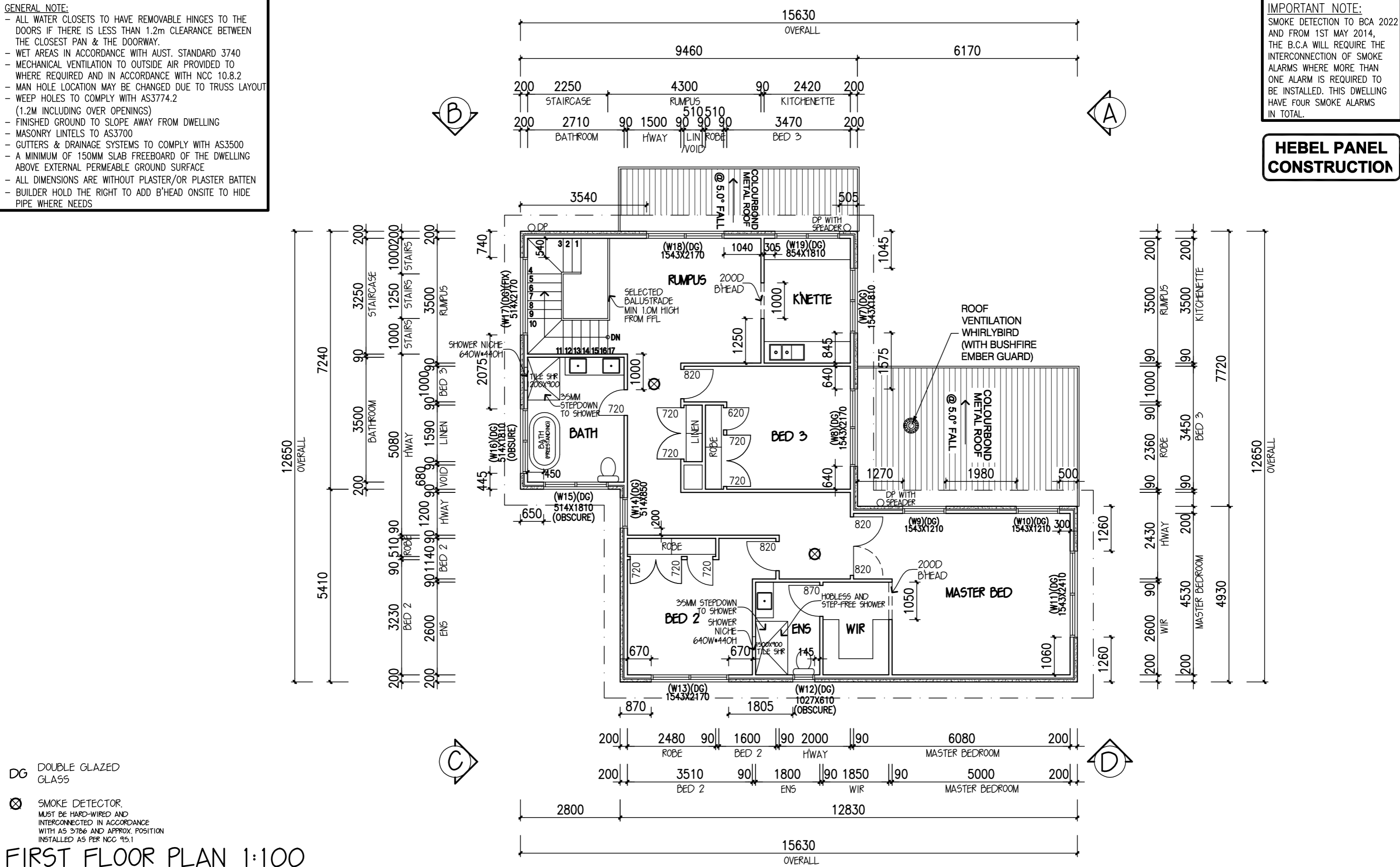


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- FINISHED GROUND TO SLOPE AWAY FROM DWELLING
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- GUTTERS & DRAINAGE SYSTEMS TO COMPLY WITH AS3500
- A MINIMUM OF 150MM SLAB FREEBOARD OF THE DWELLING ABOVE EXTERNAL PERMEABLE GROUND SURFACE
- ALL DIMENSIONS ARE WITHOUT PLASTER/OR PLASTER BATTEN
- BUILDER HOLD THE RIGHT TO ADD B'HEAD ONSITE TO HIDE PIPE WHERE NEEDS

**IMPORTANT NOTE:**  
SMOKE DETECTION TO BCA 2022 AND FROM 1ST MAY 2014, THE B.C.A WILL REQUIRE THE INTERCONNECTION OF SMOKE ALARMS WHERE MORE THAN ONE ALARM IS REQUIRED TO BE INSTALLED. THIS DWELLING HAVE FOUR SMOKE ALARMS IN TOTAL.

**HEBEL PANEL CONSTRUCTION**



- DG DOUBLE GLAZED GLASS
- ⊗ SMOKE DETECTOR. MUST BE HARD-WIRED AND INTERCONNECTED IN ACCORDANCE WITH AS 3786 AND APPROX. POSITION INSTALLED AS PER NCC 95.1

**FIRST FLOOR PLAN 1:100**

**IMPORTANT NOTES:**

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Signed.....Date.....  
Signed.....Date.....  
Witnessed.....Date.....

AREAS:	
GRD FLR:	131.92 M2
1ST FLR:	134.94 M2
PORCH:	1.44 M2
GARAGE:	37.17 M2
<b>SUB TOTAL:</b>	<b>170.53 M2</b>
<b>TOTAL:</b>	<b>305.47 M2</b>
	18.36 SQR
	32.88 SQR

HOUSE TYPE: CUSTOM	
FACADE: CUSTOM	V01
DATE: 21.05.26	SCALE: 1:100
JOB No: 0487	PAGE: 3 of 5

**CLIENT:**  
NAOMI LOUISE JONES

**ADDRESS:**  
LOT 6 (NO.38) BREYLEIGH DRIVE  
PAKENHAM VIC 3810

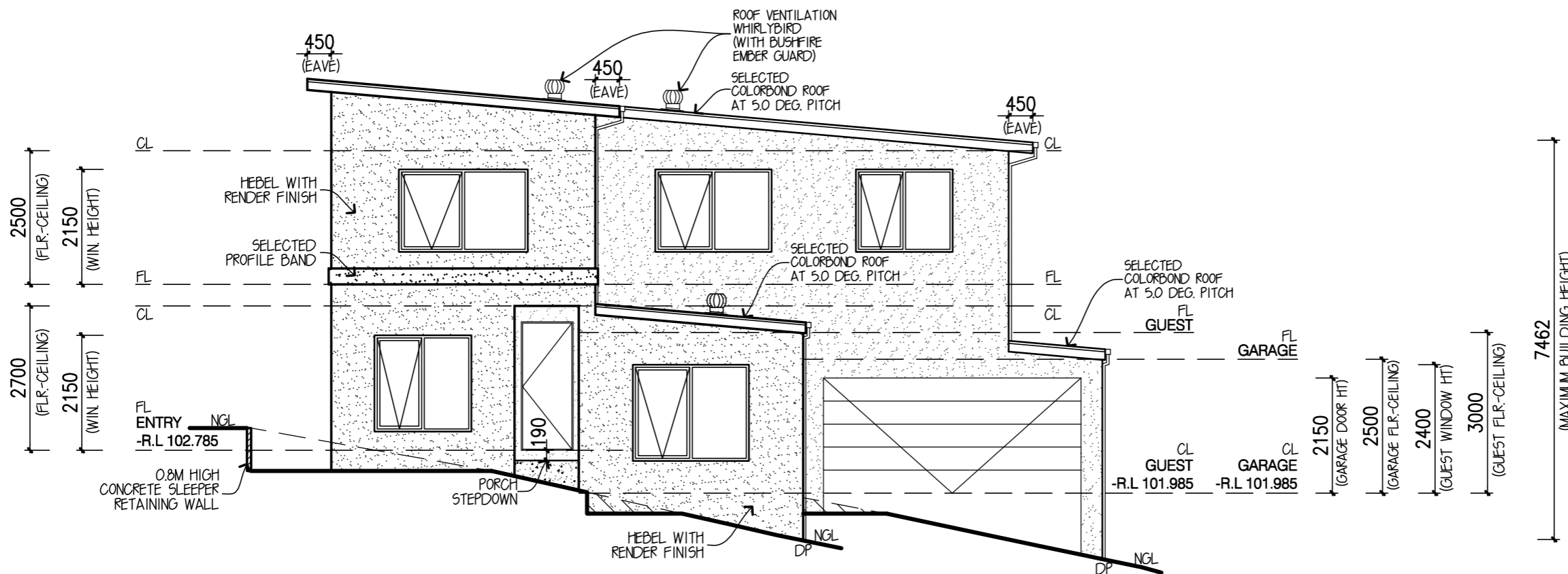


**IMPORTANT NOTE:**  
REFER TO SOIL ENGINEERS PLANS FOR ARTICULATION JOINT LOCATIONS

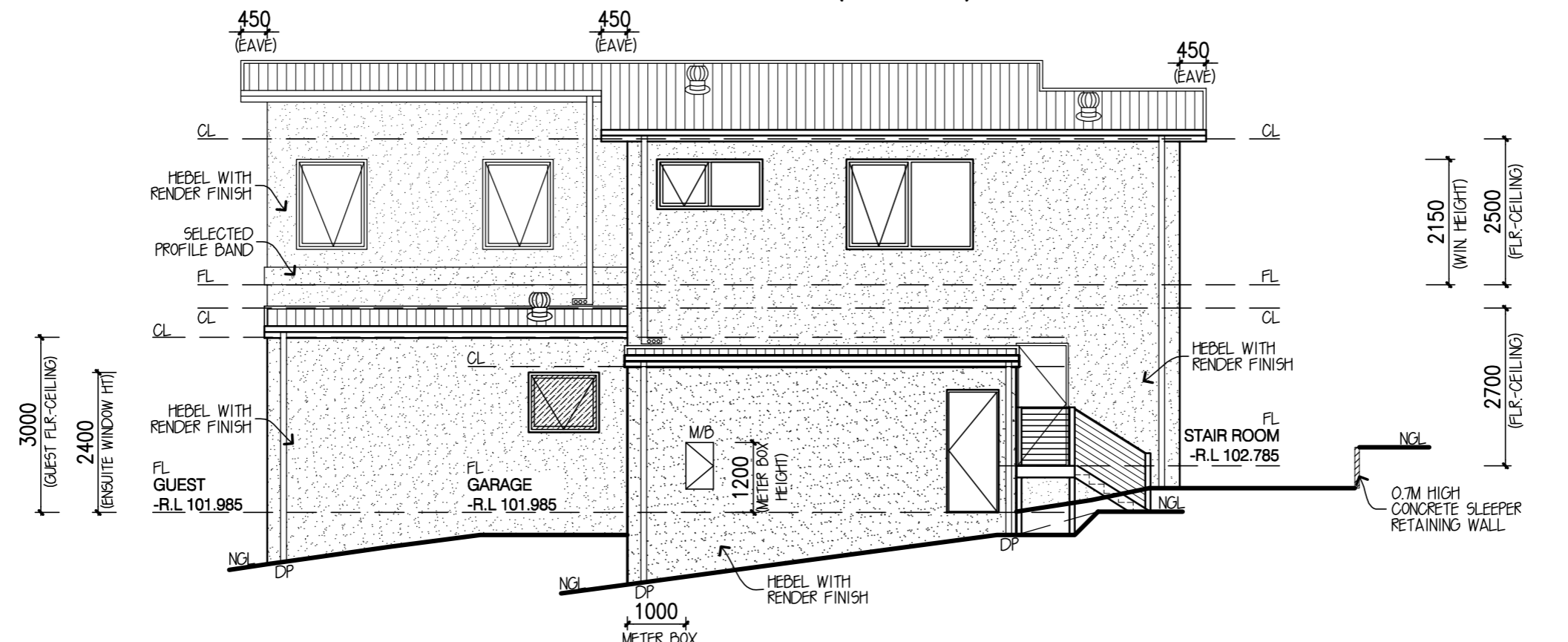
**IMPORTANT NOTE:**  
PROVIDE FLYSCREENS TO ALL OPENABLE WINDOWS

**IMPORTANT NOTE:**  
TEMPORARY DOWNPIPES TO BE USED UNTIL DOWNPIPES ARE CONNECTED

**IMPORTANT NOTE:**  
THE LOCATIONS FOR ELECTRIC METER, GAS METER, RAINWATER TANK, HOT WATER UNIT AND HOT WATER BOOSTER CAN BE CHANGED WITHOUT NOTICE AS REQUIRED BY AUTHORITIES



**ELEVATION A.-(SOUTH)**



**ELEVATION B.-(EAST)**

**ELEVATIONS PLAN 1:100**

**IMPORTANT NOTES:**

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2. All levels, dimensions & existing conditions to be checked by contractor & verified before commencement on site, any discrepancies to be reported to the office immediately.
3. Window sizes are nominal only.
4. All works must be executed in a workmanlike manner and must conform to the latest applicable Australian Standards.
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Signed.....Date.....  
 Signed.....Date.....  
 Witnessed.....Date.....

AMENDMENTS		
No.	DATE	DESCRIPTION
A.		CONTRACT DWGS
B.		
C.		
D.		
E.		

HOUSE TYPE: DOUBLE
FAÇADE: CUSTOM V01
DATE: 21.05.26 SCALE: 1:100
JOB No: 0487 PAGE: 4 of 5

**CLIENT:**  
NAOMI LOUISE JONES

**ADDRESS:**  
LOT 6 (NO.38) BREYLEIGH DRIVE  
PAKENHAM VIC 3810



**EXTERNAL COLOURS & FINISHES**

ENTRY DOOR - CORINTHIAN  
DOOR INFINITY INF 5VG



COLORBOND ROOF (NON REFLECTIVE)-  
BASALT MATT FINISH



WINDOWS & DOWNPIPE - BASALT



FASCIA & GUTTER - MONUMENT



SECTIONAL GARAGE DOOR - CAOBO  
(TIMBER-LOOK)



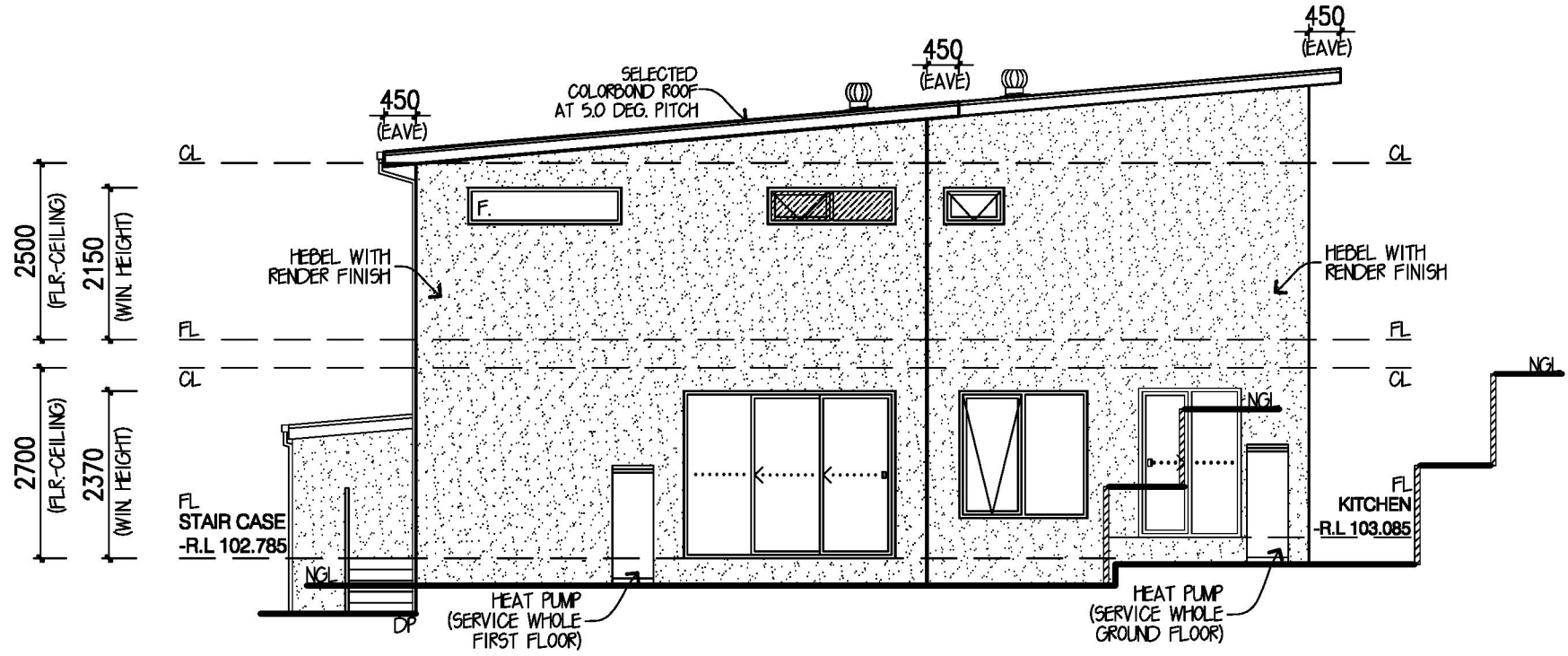
RENDER COLOUR TO WHOLE HOUSE (HEBEL  
WALL CLADDING) - DULUX - GUILD GREY



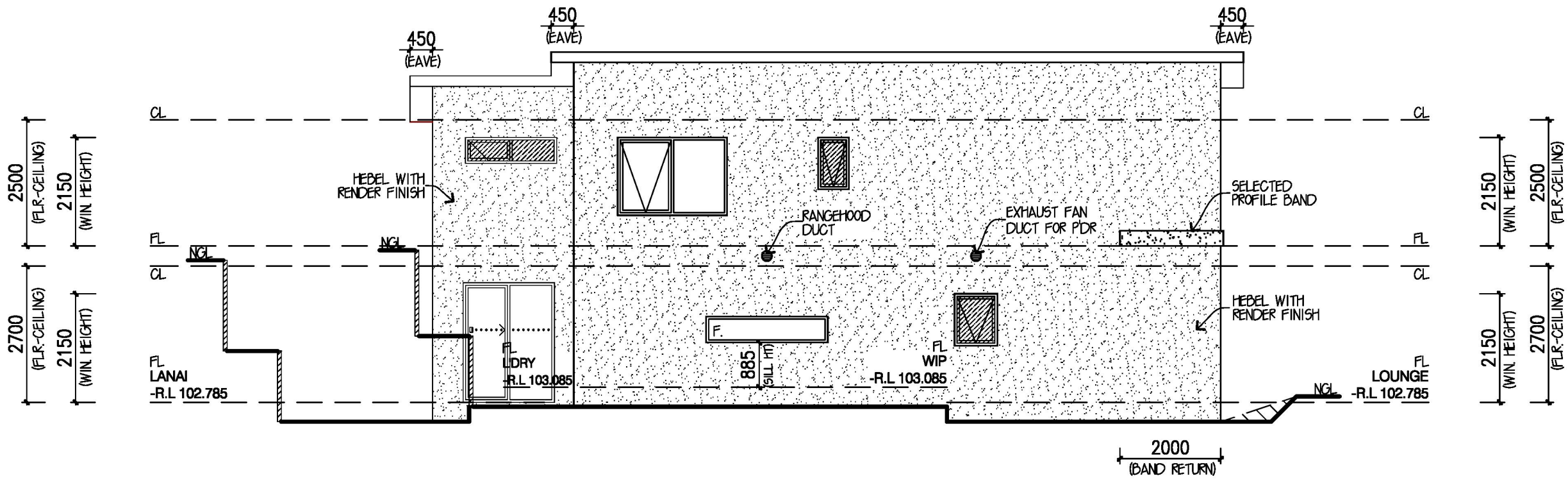
RENDER COLOUR TO FRONT PROFILE BAND  
- DULUX - MONUMENT



DRIVEWAY - COLOUR THROUGH  
CONCRETE - CHARCOAL



**ELEVATION C.-(NORTH)**



**ELEVATION D.-(WEST)**

**ELEVATIONS PLAN 1:100**

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Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
 Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
 Witnessed: \_\_\_\_\_ Date: \_\_\_\_\_

**AMENDMENTS**

No.	DATE	DESCRIPTION	DRAWN BY:
A.		CONTRACT DWGS	CHECKED BY:
B.			SIGNED OWNER:
C.			SIGNED BUILDER:
D.			
E.			

HOUSE TYPE: DOUBLE	
FACADE: CUSTOM	V01
DATE: 21.05.26	SCALE: 1:100
JOB No: 0487	PAGE: 5 of 5

CLIENT: [REDACTED]

ADDRESS:  
 LOT 6 (NO.38) BREYLEIGH DRIVE  
 PAKENHAM VIC 3810



**GENERAL LANDSCAPING NOTES:**

**CULTIVATION** - REMOVE BUILDERS DEBRIS BY MECHANICAL MEANS, PRIOR TO ADDING IMPORTED TOP SOIL TO A DEPTH OF 100MM

**TOP SOILS** - TOP SOIL SHALL BE A MIXTURE OF 50/50 MOUNTAIN AREAS SOIL & SANDY LOAM GARDEN BED TO BE 100MM LIGHTLY ROLLED DEPTH AND LAWN AREAS 100MM LIGHTLY ROLLED DEPTH

**PLANTS & PLANTING** - ALL PLANTS SHALL BE HEALTHY & DISEASED FREE SPECIMENS, REFER TO PLANTING SCHEDULE FOR POT DIAMETER AND SIZE OF PLANT WHEN FULLY MATURED. OVER EXCAVATE ALL PLANT HOLES TO AT LEAST TWICE THE POT SIZE DIAMETER AND DEPTH. APPLY OSMOCOTE FERTILISER TO EACH PLANT HOLE AND AVOID DIRECT ROOT CONTACT WITH FERTILISER. APPLY AT THE FOLLOWING RATES- TREES 75G PER TREE, 50G PER LARGE SHRUB & 25G PER SMALL SHRUB AND GROUND COVER THOROUGHLY WATER IN PLANTS AT PLANTING. STAKE ALL TREES AND LARGE SHRUBS WITH 2X2X2 HW STAKES OF SUFFICIENT LENGTH TO ENABLE SECURE TIES OF FLEXIBAL RUBBER, CANVAS OR MESSIAN LONG THE STEM OF PLANTS.

**LAWN** - THE AREAS OF GRASS TOP SOIL SHALL BE LIGHTLY ROLLED TO A COMPACTE DEPTH OF 100MM TALL FESCUE TURF OR SOW DRANNINGS FAST & FREE OR SIMILAR SEED MIX AT A RATE OF 30G/M2S LIGHTLY RAKEWHARE SEED IS USED TO BRING EVEN GERMINATION AT SOWING APPLY A LAWN STARTER FERTILISER NPK 0-4-0

**LAWN / GARDEN PLINTH** - AT INTERSECTION BETWEEN LAWN AND GARDEN BED INSTALL 100X25MM CGA PINE EDGE BOARDS PEG® 1200MM CTS WITH 300X75X25 CGA PINE STAKES, FIX WITH TWISTED SHANK GALVANIZED NAILS.

**MULCH** - SPREAD SHREDDED PINE AS A 100MM LAYER ABOVE TOP SOIL LEVEL. SEEK APPROVAL OF MULCH SAMPLE INTENDED FOR USE AT THE TIME OF TENDERING. NOTE: IN HEAVY CLAY SOILS APPLY GYPSUM AT A RATE OF 2KG/M2BREAK UP SOIL BELOW THE PLANTING HOLE. APPLY 1/2A BUCKET OF WATER IMMEDIATELY AFTER PLANTING.

- CANOPY TREE ( LOW MAINTENANCE)
  - > NEW Tree (TREE 1) ( ECALYPTUS CEPHALOCARPA ) For Front yard:

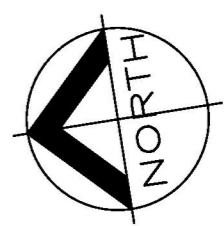
Symbol	Botanical Name	Common Name	Pot Size	Spacing	Height (m)
NT1	Eucalyptus cephalocarpa	Silver-leaf Stringybark	45L/100L	3-5m	8-20m

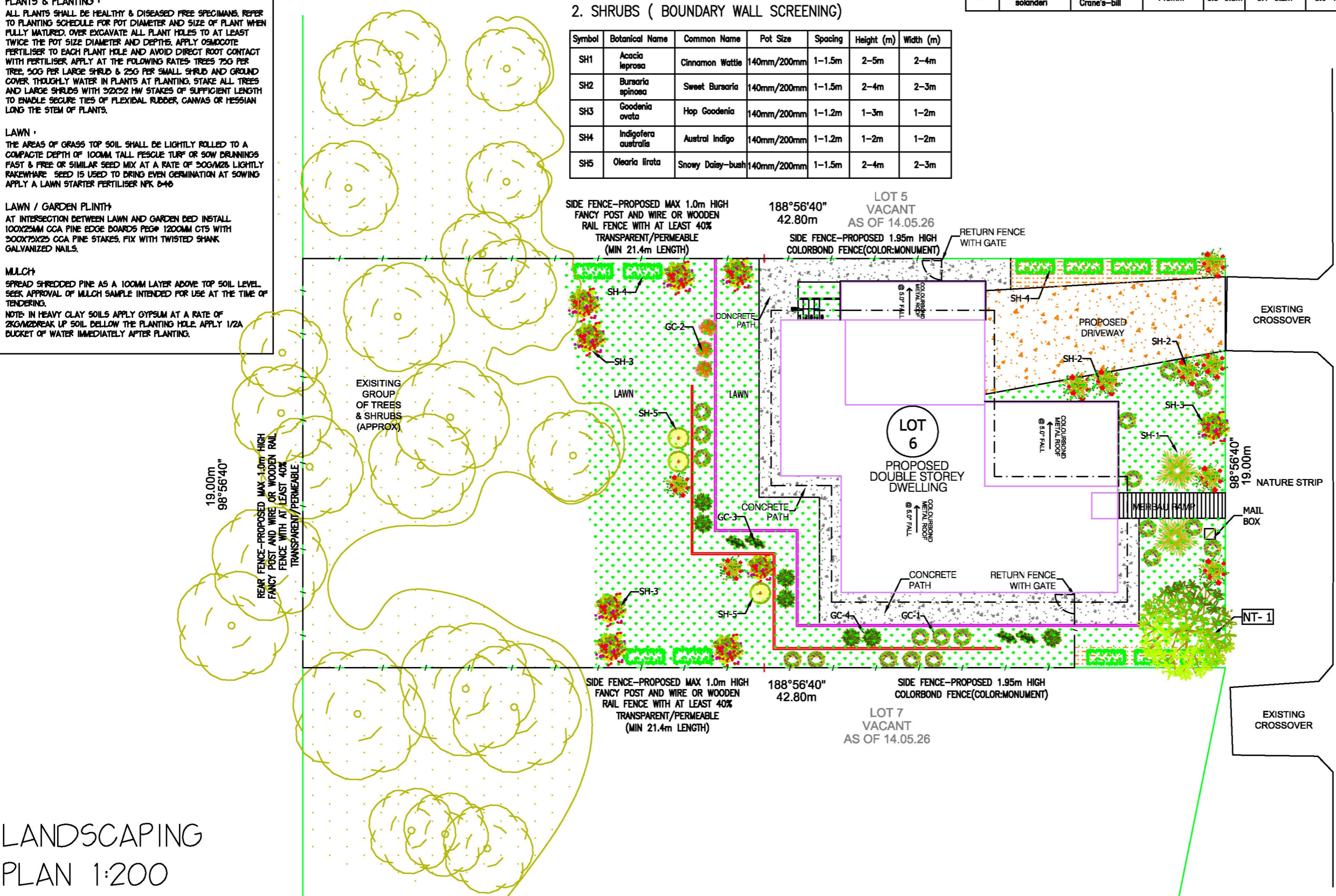
- SHRUBS ( BOUNDARY WALL SCREENING)

Symbol	Botanical Name	Common Name	Pot Size	Spacing	Height (m)	Width (m)
SH1	Acacia leprosa	Cinnamon Wattle	140mm/200mm	1-1.5m	2-5m	2-4m
SH2	Bursaria spinosa	Sweet Bursaria	140mm/200mm	1-1.5m	2-4m	2-3m
SH3	Goodenia ovata	Hop Goodenia	140mm/200mm	1-1.2m	1-3m	1-2m
SH4	Indigofera australis	Austral Indigo	140mm/200mm	1-1.2m	1-2m	1-2m
SH5	Olearia lirata	Snowy Daisy-bush	140mm/200mm	1-1.5m	2-4m	2-3m











- GROUNDCOVER PLANTING SCHEDULE

Symbol	Botanical Name	Common Name	Pot Size	Spacing	Height (m)	Width (m)
GC1	Brachyscome multifida	Cut-leaf Daisy	140mm	0.4-0.6m	0.2-0.3m	0.5-1m
GC2	Burchardia umbellata	Milkmaids	140mm	0.3-0.5m	0.2-0.4m	0.2-0.4m
GC3	Dichondra repens	Kidney-weed	140mm	0.3-0.5m	0.05-0.1m	1-1.5m
GC4	Geranium solanderi	Austral Crane's-bill	140mm	0.5-0.8m	0.1-0.2m	0.6-1.5m






	SITE AREA: 813.00SQM
	BUILDING AREA: 170.53SQM
	SITE COVERAGE: 20.98 %
	PERMEABILITY: 50.06 %
WIND SPEED: N3	



**LANDSCAPE LEGEND**

SYMBOLS	NAMES
	SH-1
	SH-2
	SH-3
	SH-4
	SH-5
	GC-1
	GC-2
	GC-3
	GC-4
	NEW TREE - NT-1

**HATCH LEGEND**

	Lawn-"Sir Walter" Buffalo Grass
	DRIVEWAY
	Entry - Merbau Ramp
	Concrete Pathway
	Garden Bed Bark mulch

**BREYLEIGH DRIVE**

**LANDSCAPING PLAN 1:200**

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Signed \_\_\_\_\_ Date \_\_\_\_\_  
 Signed \_\_\_\_\_ Date \_\_\_\_\_  
 Witnessed \_\_\_\_\_ Date \_\_\_\_\_

**AMENDMENTS**

No.	DATE	DESCRIPTION	DRAWN BY:
A.		CONTRACT DWGS	CHECKED BY:
B.			SIGNED OWNER:
C.			SIGNED BUILDER:
D.			
E.			

HOUSE TYPE: CUSTOM	
FACADE: CUSTOM	V01
DATE: 21.05.26	SCALE: 1:200
JOB No: 0487	PAGE: 1 of 1

ADDRESS:  
 LOT 6 (NO.38) BREYLEIGH DRIVE  
 PAKENHAM VIC 3810



### Application Summary

Portal Reference	D226762Z
Reference No	T260241

### Basic Information

Cost of Works	\$411,000
Site Address	38 Breyleigh Drive Pakenham VIC 3810

### Covenant Disclaimer

Does the proposal breach, in any way, an encumbrance on title such as restrictive covenant, section 173 agreement or other obligation such as an easement or building envelope?	No such encumbrances are breached
<input type="checkbox"/> Note: During the application process you may be required to provide more information in relation to any encumbrances.	

### Documents Uploaded

Date	Type	Filename
13-04-2026	Additional Document	External Colour Palette-Lot 6(No.38) Breyleigh Drive Pakenham 3810.pdf

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

### Lodged By

Site User	[Redacted]
Submission Date	[Redacted]

### Declaration

By ticking [Redacted] that all the information in this application is true and correct; and the Applicant and/or Owner (if not myself)

 <p><b>Civic Centre</b> 20 Siding Avenue, Officer, Victoria</p>	<input type="checkbox"/> <b>Postal Address</b> Cardinia Shire Council P.O. Box 7, Pakenham VIC, 3810 <b>Email:</b> mail@cardinia.vic.gov.au	<input type="checkbox"/> <b>Monday to Friday</b> 8.30amâ€“5pm <b>Phone:</b> 1300 787 624 <b>After Hours:</b> 1300 787 624 <b>Fax:</b> 03 5941 3784
	<input type="checkbox"/> <b>Council's Operations Centre (Depot)</b> Purton Road, Pakenham, Victoria	

 <p><b>Civic Centre</b> 20 Siding Avenue, Officer, Victoria</p>	<input type="checkbox"/> <b>Postal Address</b> Cardinia Shire Council P.O. Box 7, Pakenham VIC, 3810 <b>Email:</b> mail@cardinia.vic.gov.au	<input type="checkbox"/> <b>Monday to Friday 8.30am–5pm</b> <b>Phone:</b> 1300 787 624 <b>After Hours:</b> 1300 787 624 <b>Fax:</b> 03 5941 3784
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**Civic Centre**  
20 Siding Avenue, Officer, Victoria

**Council's Operations Centre (Depot)**  
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Cardinia Shire Council  
P.O. Box 7, Pakenham VC, 3810

**Email:** [mail@cardinia.vic.gov.au](mailto:mail@cardinia.vic.gov.au)

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

**EXTERNAL COLOUR PALETTE**

**LOT 6 (NO.38) BREYLEIGH DRIVE PAKENHAM 3810**

**EXTERNAL WALL MATERIAL:**

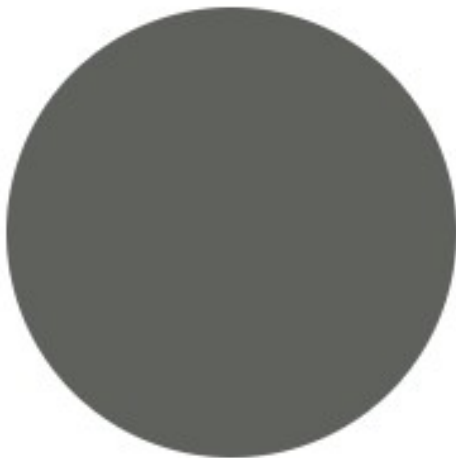
**Range : 75MM HEBEL PANELS**



**ROOF:**

**Range : COLORBOND (NON-REFLECTIVE)**

**Colour : BASALT-MATT FINISH**



**Basalt® Matt finish**

**FRONT DOOR:**

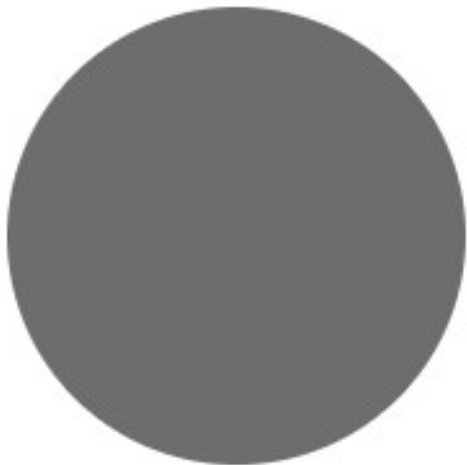
**Range : CORINTHIAN DOOR-INFINITY INF 5VG**



**ALUMINIUM WINDOWS:**

**Range : A & L WINDOWS**

**Colour : BASALT**

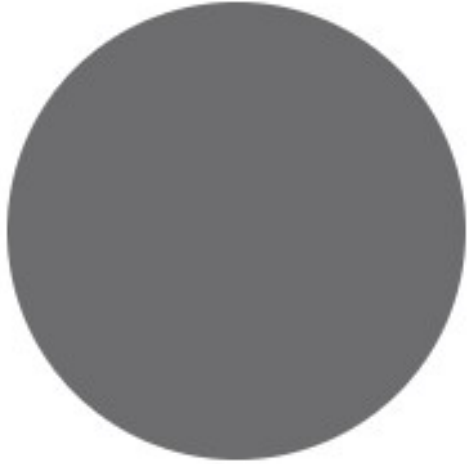


**Basalt®**

**DOWNPIPE:**

**Range** : COLORBOND

**Colour** : BASALT



**Basalt®**

**FASCIA & GUTTER:**

**Range** : COLORBOND

**Colour** : MONUMENT



**Monument®**

**GARAGE DOOR:**

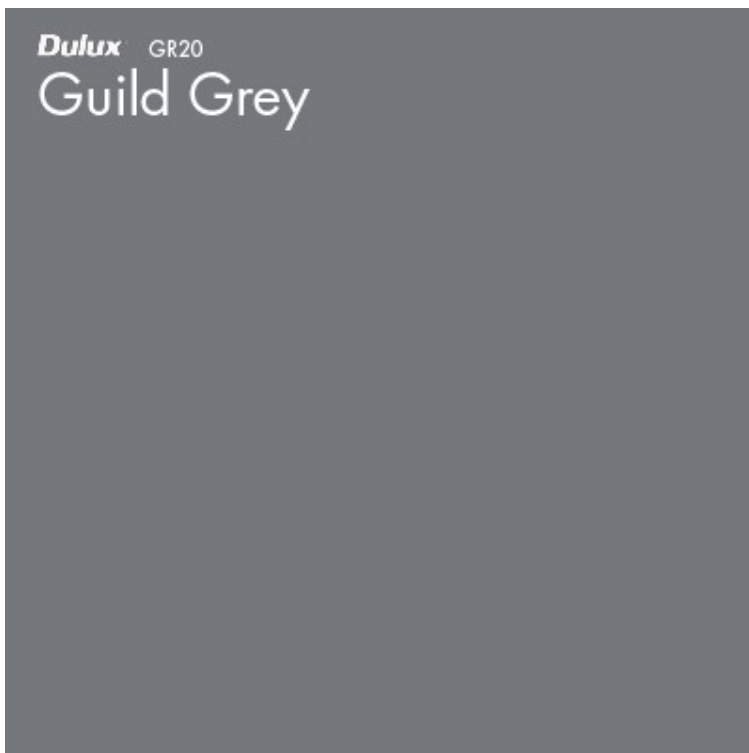
**Range** : SECTIONAL GARAGE DOOR

**Colour** : CAOBO(TIMBER LOOK)



**WHOLE HOUSE RENDER:**

**Colour** : DULUX –GUILD GREY



**FRONT PROFILE BAND RENDER:**

**Colour : DULUX –COLORBOND MONUMENT**



**DRIVEWAY:**

**Finish : CONCRETE**

**Colour : CHARCOAL**



**LETTER BOX**

**Range : AVONLEA PILLAR**

**Finish : CHARCOAL/ASH GREY**



# Receipt

Receipt No	EPLAN011593
Amount Paid	\$1,462.50
Transaction Status	Processing
Transaction Date	13/04/2026 8:29:26 PM
Reference 1	T29745256
Reference 2	T260241
Reference 3	

Applicant

Applicant Address

Owner

Owner Address

Preferred Contact

Preferred Contact Address

Site Address

Portal Reference

ReferenceNumber

InvoiceNumber

InvoiceDate

InvoicePayByDate

Regulation	Description	Amount	Modifier	Modified Amount
9 - Class 4	More than \$100,000 but not more than \$500,000	\$1,462.50	100%	\$1,462.50

Total Amount

\$1,462.50