OFFICIAL - This document is a record of a Council decision or action and MUST be stored to SharePoint or a Corporate system. Notice of Application for a **Planning Permit**



The land affected by the application is located at:	L24 PS811821 V12291 F584 16 Blessing Rise, Pakenham VIC 3810
The application is for a permit to:	Buildings and Works (Construction of a Dwelling)

APPLICATION DETAILS			
The applicant for the permit is:	Jake Da Ros Planform		
Application number: T240421			
You may look at the application and any documents that support the application at the office of the Responsible Authority:			

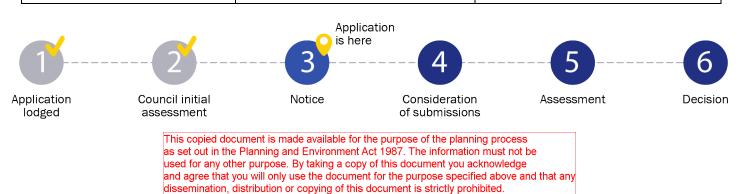
Cardinia Shire Council, 20 Siding Avenue, Officer 3809.

This can be done during office hours and is free of charge.

Documents can also be viewed on Council's website: cardinia.vic.gov.au/advertisedplans or by scanning the QR code.

回筋漆回
512662
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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 December 2024		
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.	Authority will not decide on the application before:WHAT ARE MY OPTIONS?Any person who may be affected by the granting of the permit may object or make other submissionsAn objection must:• be made to the Responsible Authority in writing; • include the reasons for the objection;			





ePlanning

Application Summary

Portal Reference	A32429LG
Basic Information	
Proposed Use	New Single Dwelling
Current Use	Vacant Land
Cost of Works	\$550,000
Site Address	16 Blessing Rise Pakenham 3810

Covenant Disclaimer

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

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

Contacts

Туре	Name	Address	Contact Details
Applicant	Jake Da Ros Planform	PO BOX 576, South Morang VIC 3754	M: 0431-020-698 E: info@planform.com.au
Owner			
Preferred Contact	Jake Da Ros Planform	PO BOX 576, South Morang VIC 3754	M: 0431-020-698 E: info@planform.com.au

Fees

Regulation Fee Condition		Amount	Modifier	Payable
9 - Class 5	More than \$500,000 but not more than \$1,000,000	\$1,535.00	100%	\$1,535.00
		Total		\$1,535.00

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Civic Centre 20 Siding Avenue, Officer, Victoria

Council's Operations Centre (Depot) Purton Road, Pakenham, Victoria Postal Address Cardinia Shire Council P.O. Box 7, Pakenham VIC, 3810

Email: mail@cardinia.vic.gov.au

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

Documents Uploaded

Date	Туре	Filename
22-08-2024	Site plans	NO.16 Blessing Rise Pakenham - WD - E.pdf
22-08-2024	A Copy of Title	Copy of Title - No. 16 Blessing Rise Pakenham.pdf
22-08-2024	A Copy of Title	Copy of Plan - No. 16 Blessing Rise Pakenham.PDF
22-08-2024	A Copy of Title	Instrument Search - No. 16 Blessing Rise Pakenham.PDF
22-08-2024	A Copy of Title	Instrument Search - No. 16 Blessing Rise Pakenham (2).PDF
22-08-2024	A Copy of Title	Electronic Instrument Documentation - No. 16 Blessing Rise Pakenham.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	Vanessa Da Ros Planform	PO BOX 576, South Morang VIC 3754	W: 0432-122-436 M: 0432-122-436 E: accounts@planform.com.au
Submission Date	22 August 2024 - 09:19:AM		

Declaration

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



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

(Depot) Purton Road, Pakenham, Victoria **Postal Address** Cardinia Shire Council P.O. Box 7, Pakenham VIC, 3810

Email: mail@cardinia.vic.gov.au

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

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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

Page 1 of 2

VOLUME 12291 FOLIO 584

Security no : 124117475085T Produced 15/08/2024 09:09 PM

LAND DESCRIPTION

Lot 24 on Plan of Subdivision 811821L. PARENT TITLE Volume 11081 Folio 288 Created by instrument PS811821L 16/03/2021

REGISTERED PROPRIETOR

Estate Fee Simple Sole Proprietor

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT PS611885X 18/07/2008 VARIATION OF COVENANT AR973357H 01/03/2019

COVENANT PS811821L 16/03/2021

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 X049709H 20/09/2000

AGREEMENT Section 173 Planning and Environment Act 1987 AU092536S 28/02/2021

DIAGRAM LOCATION

SEE PS811821L FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER	STATUS	DATE
AY189581N (E)	Registered	10/07/2024
AY189582L (E)	Registered	10/07/2024

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

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

Street Address: 16 BLESSING RISE PAKENHAM VIC 3810

ADMINISTRATIVE NOTICES

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NIL



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

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

Page 2 of 2

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DOCUMENT END



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Document Type	Plan
Document Identification	PS811821L
Number of Pages	4
(excluding this cover sheet)	
Document Assembled	15/08/2024 21:09

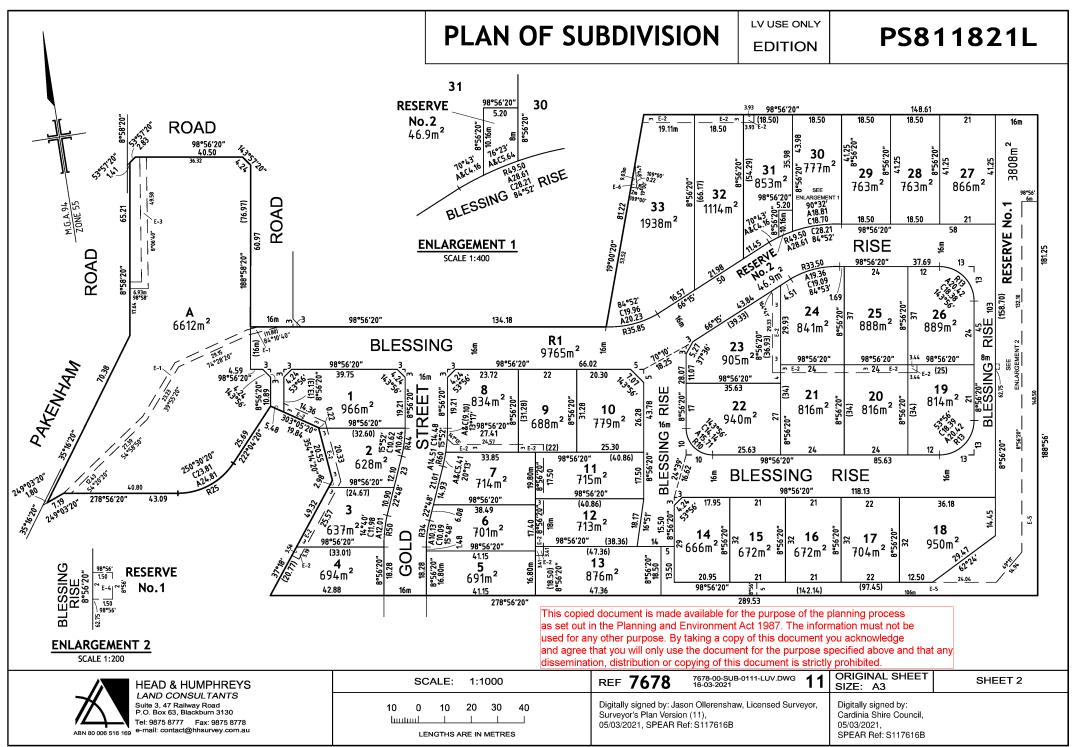
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PL	PLAN OF SUBDIVISION				LV USE ONLY	PS811821L		
Location of LandParish:NAR-NAR GOONTownship:Section:Crown Allotment:7 (PART)Title References:Vol.11081Fol.288Last Plan Reference:LOT A on PS611885XPostal Address:PAKENHAM ROAD, PAKENHAM 3810					Council Name: Cardinia Shire Council Council Reference Number: S18-028 Planning Permit Reference: T130505-2 SPEAR Reference Number: S117616B Certification This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 06/06/2019 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			
	o-ordinates: E centre of plan) N 5	366 710 787 050	Zone	55	Digitally signed by: Sonia Higgi	ns for Cardinia Shire Council on 05/03/2021		
Ve	esting of Roads	or Res	erves					
	ntifier	5. 1 (05	Council/Body	//Person				
			•	,				
	R1 VE No.1			HRE COUNCIL		Notations		
RESER	VE No.2	AUSNE		TY SERVICES PTY LTD	Staging This is no	ot a staged subdivision.		
	Nota	ations				Permit No. T130505		
Depth Lin	nitation: Do	oes not ap	ply		Survey:- This plan is	based on survey.		
					To be completed where applicable This survey has been connected to permanent mark no(s). Nar-Nar Goon PM89, 295 & 670 In proclaimed Survey Area No			
nd agree that ye	ou will only use the listribution or copyin	documen ig of this o	t for the purpo document is s	nent you acknowledge ose specified above and strictly prohibited. Easement I		(Road)		
Easement	Purpose		Width	Origin		and Benefited/In Favour of		
Reference	Furpose		(Metres)					
E-1	ELECTRICITYS	SUPPLY	2	PS611885X		LOT 1 ON PS611885X		
E-2	SEWERAG DRAINAG		SEE DIAG SEE DIAG		SOUTH EAST WATER CORPORATION CARDINIA SHIRE COUNCIL			
E-3	SEWERAG	θE	2.50	THIS PLAN	SOUTH EAST WATER CORPORATION			
E-4	E-4 POWERLINE SEE DIAG.		. THIS PLAN (S.88 ELECTRICITY INDUSTRY ACT 2000)					
E-5	E-5 SUPPLY OF WATER (THROUGH UNDERGROUND PIPES) SEE DIAG. THIS PLAN		. THIS PLAN	SOUTH EAST WATER CORPORATION				
E-6	DRAINAG	E	SEE DIAG	. THIS PLAN	CA	ARDINIA SHIRE COUNCIL		
	HEAD & HUMPHREYS REF 7678				1 78-00-SUB-0111-LUV.DWG 11 03-2021			
LAND CONSULTANTS Suite 3, 47 Railway Road P.O. Box 63, Blackburn 3130 Surveyor's Plan Versio					llerenshaw, Licensed Surveyor,	SIZE: A3 SHEET FOR 4 SHEETS PLAN REGISTERED TIME: 12:10 PM DATE: 16/03/2021 YL Assistant Registrar of Titles		

Amended by: Jason Ollerenshaw, Licensed Surveyor 16/03/2021.



Amended by: Jason Ollerenshaw, Licensed Surveyor 16/03/2021

by LANDATA®, timestamp 15/08/2024 21:09 Page 2 of 4

PLAN OF SUBDIVISION

LV USE ONLY

PS811821L

CREATION OF RESTRICTION

The following restrictions are to be created upon registration of this plan of subdivision.

The registered proprietor for the time being of the burdened land shall comply with the restrictions.

RESTRICTION A. (Building Controls)

Land to be benefited	- Lots 1 to 33	(both inclusive)) on this plan
----------------------	----------------	------------------	----------------

Land to be burdened - Lots 1 to 33 (both inclusive) and Reserve No.1 on this plan.

Description of Restriction.

Except with the written consent of Cardinia Shire Council the registered proprietors or proprietor for the time being of any burdened lot on the Plan shall not at any time erect, construct, build or cause or permit to be erected, constructed or built :-

 any building or structure other than a building or structure in accordance with the Pakenham Rise Residential Design Guidelines.

Restriction A does not lapse.

RESTRICTION B. (Development Controls)

Land to be benefited - Lots 1 to 33 (both inclusive) on this plan.

Land to be burdened - Lots 1 to 3 (both inclusive), 9, 11, 12, 14 to 18 (both inclusive), 20, 21 and 27 to 33 (both inclusive) on this plan.

Description of Restriction.

Except with the written consent of Cardinia Shire Council the registered proprietors or proprietor for the time being of any burdened lot on the Plan shall not:-

- a. park or store vehicles, machinery, plant or equipment outside of the building envelopes shown on sheet 4 of this plan;
- construct a building or part of a building outside of the building envelopes shown on sheet 4 of this plan;

Restriction B does not lapse.

RESTRICTION C.

Land to be benefited - Lots 1 to 33 (both inclusive) on this plan.

Land to be burdened - Lots 14 to 18 (both inclusive) and 27 on this plan.

Description of Restriction.

Except with the written consent of Cardinia Shire Council the registered proprietors or proprietor for the time being of any burdened lot on the Plan shall not:-

 permit the felling, lopping or removal of any vegetation abutting the burdened land;

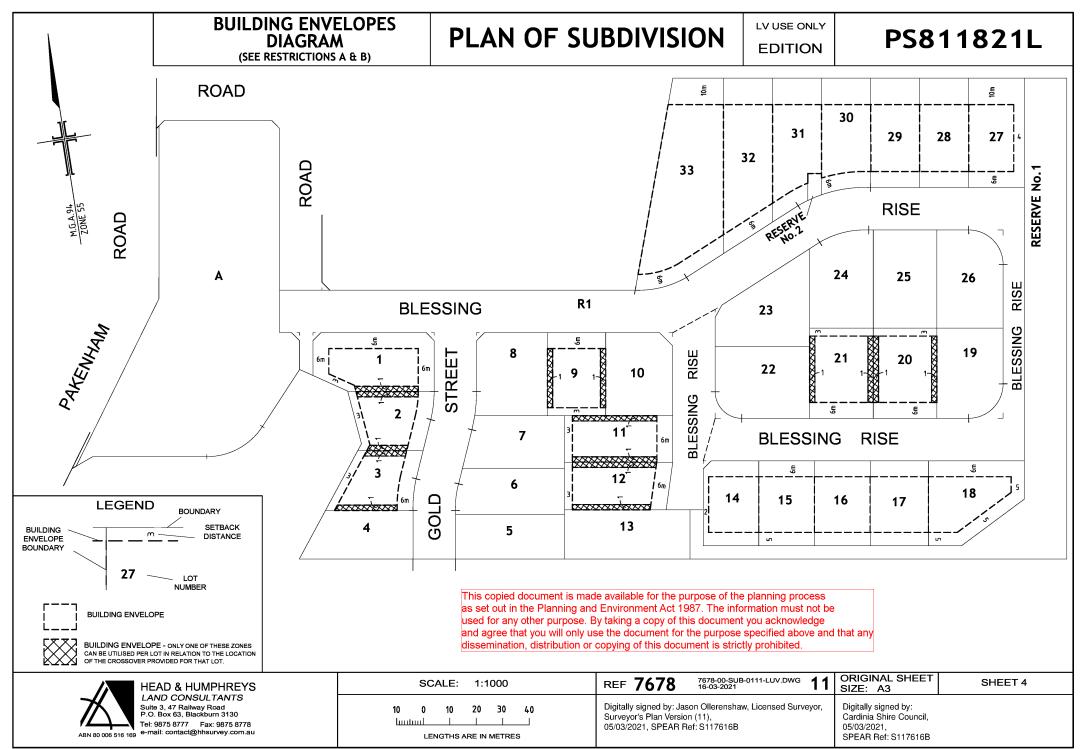
Restriction C does not lapse.

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HEAD & HUMPHREYS	REF 7678	7678-00-SUB-0111-LUV.DWG 16-03-2021	ORIGINAL SHEET SIZE: A3	SHEET 3
LAND CONSULTANTS Suite 3, 47 Railway Road P.O. Box 63, Blackburn 3130 Tel: 9875 8777 Fax: 9875 8778 e-mail: contact@hhsurvey.com.au	Digitally signed by: Jaso Surveyor's Plan Version 05/03/2021, SPEAR Re		Digitally signed by: Cardinia Shire Council, 05/03/2021, SPEAR Ref: S117616B	

Amended by: Jason Ollerenshaw, Licensed Surveyor 16/03/2021.



Amended by: Jason Ollerenshaw, Licensed Surveyor 16/03/2021.



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Section 22 Subdivis	related to acquiring authority sion Act 1988	Priv The int collecti and is 1 mainta registe Land Frequent 38(1)(b) Subdivision (procedures) Regulations 2000
Name: Phone: Address: Ref: 180PRP Customer Code: 04.5.1). 	•	3301.011 PF
The applicant applies for reg	stration of the plan described.	
Land: (Volume and Folio reference) CERTIFICATE OF	F TITLE VOLUME 10561 FOLIO 832	*PESTON CTION
plicant: (Full name and address inc	luding postcode)	* ADDRESS
n No: PS611885X -	Stage No: (f ap	plicable)
Municipal district in which la	nd is located: NAR NAR GOON	
Office use only	Date: 6/6/2008 Signed:	IN BY GALLUBE
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	or *Agent * (written proof of agency mus	JOE PORCARO OF LEVEL 1/373 BAY STREET, PORT MELBOURNE, 3207, A FELLOW OF THE INSTITUTE OF LEGAL EXECUTIVES (VIC) HOLDING A CURRENT PRACTISING GERTIFICATE- AN ANTAMAN
•	Lending Operations Level 2 / 68 Grenfell St. Adelaide SA 5000 Ph: 08 8300 6920 Ph: 08 900 6920 Ph:	
PS	Land Registry, 570 Bourke Street, Mell	



FISCHER Mc



Lawyers ABN 90 424 105 861

Contact: Direct Line: Email:

Our Ref: Your Ref:

23 June 2008

The Registrar of Titles Land Titles Office Bourke Street MELBOURNE 3000

Dear Sir

CERTIFICATE OF TITLE VOLUME 10561 FOLIO 832

- CAVEAT AF242565H

Caveator Number AF242565H hereby consents to application for registration of PS 611 885 X.

Partner Current Legal Practitioner for the Caveator

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> Level 3, 389 Lonsdale Street Melbourne Victoria 3000 Australia DX 324 Melbourne Tel: 61 3 9642 1200 Facsimile: 61 3 9670 7266

> > f:\lp\matter\convey\005637\l\lto 23608.doc

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I hereby certify that this is a true and correct copy of the document it purports to be



ADELAIDE BANK LIMITED ABN 54 061 461 550 169 Pirie Street Adelaide SA 5000 GPO Box 1048 Adelaide SA 5001 Telephone 08 8300 6000 Facsimile 08 8300 6968 AUSDOC DX 169 Adelaide

18th October 2007

The Registrar-General Victoria

Dear Sir

I, General Counsel of Adelaide Bank Limited (ABN 54 061 461 550) ("the Bank") being a Principal Attorney of the Bank pursuant to Power of Attorney dated 10 February 2006 in accordance with my powers of delegation contained in Clause 29 of the said Power of Attorney HEREBY DELEGATE to each person whose name appears below severally the powers set out hereunder:

To be a General Attorney pursuant to Clause 29 of the said Power of Attorney to exercise the powers set forth in the said Power of Attorney.



This delegation commences on the 18th October 2007

Yours faithfully



General Counsel

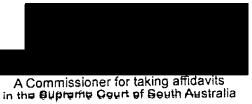
Signed in my presence by Andrew James Kamm who is personally known to me:

Signature of Witness
(Solicitor)
Name of Witness (block letters)

Address of Witness

Certified by a Legal Practitioner

at 169 Pirie Street Adelaide SA 5000



28/4/03

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01/07/2008 \$854.60

POWER OF ATTORNEY

This General Power of Attorney is made under the Instruments Act 1986, section 107 on 10th day of FERRUARY 2006 by ADELAIDE BANK LIMITED (ABN 54 061 461 550) hereinafter with its successors referred to as ("the Bank") of 169 Pirie Street, Adelaide, South Australia お拍性

The Bank HEREBY NOMINATES CONSTITUTES AND APPOINTS each of the following persons:



SEVERALLY (each of them acting under this deed being hereinafter referred to as an "Attorney") to be the true and lawful attorney and attorneys of the Bank wherever the Bank carries on business or may hereafter carry on business or be represented in the name and on behalf of the Bank and authorise any one of them to act on the Bank's behalf for all or any of the following purposes and with all the powers and authorities hereinafter mentioned in clauses 1 to 31 inclusive:

- To open accounts and to operate upon any such accounts with any bank or other financial 1. institution.
- To take or grant on lease or tenancy all/such lands, houses, offices, buildings, hereditaments, 2. chattels or effects as the Attorney may think necessary or expedient for the purposes of or in connection with the Bank or of the business of the Bank. £ . 1
- To effect the insurance of and keep insured against fire and such other risks as the Attorney 3. may consider necessary all or any property in which the Bank has an insurable interest (and to cancel any such insurance) for such sums and in all respects as the Attorney shall think fit.
- To negotiate, enter into, vary or terminate any financial risk management contracts including 4. but not limited to interest and currency exchange contracts, swap contracts, financial rate agreements, option contracts and futures contracts.
- To engage, employ and dismiss agents, employees or contractors in or about the business of 5. the Bank.
- To sign, seal, execute, accept, endorse and deliver any contracts, agreements, loan 6. agreements, letters of offer, mortgages, charges, debentures, securities, cheques, bills of exchange, promissory notes, bonds, guarantees and any other deeds or instruments as in the opinion of the Attorney may be necessary or expedient in connection with the lending business of the Bank or which may be required by any Act, Ordinance or Regulation for the time being in force relating to crown land or land under the provisions of the Property Law Act 1958 as amended or the Land Act 1958 as amended or other like statutes or otherwise.
- To attend and vote at any meeting of creditors or debenture stockholders or shareholders or 7. members or directors of companies or societies or bodies corporate or at any other meeting where the Bank as lender is entitled to attend and vote and for all such purposes to represent

Certified by a Legal Practitioner at 169 Pirie Street Adelaide SA 5000

A Commissioner for taking affidavits In the Supreme Court of South Australia 28 /4/08

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the Bank thereat and to appoint any person as proxy or representative to attend and vote for and represent the Bank at any such meeting.

- 8. To collect ask demand sue for enforce payment of or recover all monies securities for money debts deed papers writings and other documents of or to which the Bank may become possessed or entitled or which may become due owing payable or transferable to the Bank from any person and take and accept any security for any monies payable or to become payable to the Bank.
- 9. To demand and receive all rent due or to become due to the Bank from any person <u>AND</u> upon payment thereof to give and execute all such proper receipts releases and discharges for the same as the Attorney shall think fit <u>AND</u> upon non-payment thereof to proceed to enforce payment thereof and to proceed thereon according to law when and as the Attorney shall think proper.
- 10. To purchase any chose in action and any securities relating to such chose in action.
- 11. To sign all notices to quit and appoint such bailiff as the Attorney shall think proper and to give all notices of entry in and upon any buildings lands and hereditaments of any tenure belonging to or which the Bank is or may hereafter be entitled or interested and which are or may be demised leased or sub-let and to enter into and upon all such buildings lands and hereditaments and examine the state or repair or condition thereof and to give all requisite notices to repair and reinstate the same when and as the Attorney shall think fit including any improvements buildings and other property in which the Bank may be interested as owner, mortgagee, lessee or otherwise.
- 12. To take all necessary proceedings to compel the sequestration, liquidation or winding up of the estate of any person against whom or which the Bank has or may hereafter have any claim or demand when and as the Attorney shall think fit.
- 13. To petition for and procure any person to be adjudicated bankrupt and to assent to and execute any deed of composition, arrangement or assignment ("Deed") for the benefit of creditors whether executed or to take effect under the provisions of any law relating to insolvency or otherwise to accept the trusts of and Deed and to act as trustee thereunder to prove debts or claims in bankruptcy of in the matter of any Deed.



To oppose the proof of debts and claims by any other person or persons to take proceedings for expunging the whole or in part or the proof by any other person of any debt or claim and to accept any offer of composition made in the matter of any bankruptcy.

To consent to or oppose the annulling, dismissing or superseding of any adjudication of bankruptcy, to give notice of opposition and to oppose the discharge of any bankrupt, to receive dividends in bankruptcy or in the matter of any Deed and for all purposes to represent the Bank in all proceedings in bankruptcy or in relation to any Deed.

- 16. To appoint any controller (as such expression is defined in the Corporations Act) under any mortgage, charge, debenture or security held by the Bank and delegate thereto all or any powers or discretions which the Bank itself might have delegated to such controller and upon such terms and conditions as the Attorney thinks fit and also to revoke any appointment of a controller.
- 17. Generally to act fully and effectually on behalf of the Bank in all matters and things relating to liquidations or winding up of any person or to a bankrupt or insolvent estate.

Certified by a Legal Practitioner at 169 Pirie Street Adelaide SA 5000

A Commissioner for taking affidavits In the Supreme Court of South Australia

28/4/08

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- 18. To commence an action in any court of competent jurisdiction for a charging order against any debtor of the Bank by whatever means and to apply to the Registrar-General to register such charging order over the land and hereditament of any tenure of such debtor over which such charging order might be registered.
- 19. To effect or consent to any land division or alterations of boundaries of any land in which the Bank may be interested as owner, mortgagee, lessee or otherwise.
- 20. To execute and register caveats in respect of any estate or interest of the Bank capable of sustaining a caveat, to withdraw wholly or partially any such caveat and to consent to any dealing prohibited by any such caveat.
- 21. To apply for the removal of any caveat lodged against any estate or interest of the Bank.
- 22. In respect of any agreement or arrangement for the payment of moneys to the Bank and in respect of any land or hereditament of any tenure or other property real or personal mortgaged charged or in any manner whatsoever encumbered in favour of the Bank or in which the Bank has an interest as lender, mortgagee, chargee or in any other circumstances in which a debt or liability actual or contingent exists in favour of the Bank to:
 - 22.1 consent to and to the registration of any mortgage, charge, lease or sublease, extension of lease, surrender of lease, transfer of lease, creation or extinguishment of an easement or right of way, licence, application or dealing by any mortgagor or any other person;
 - 22.2 vary, transfer or postpone the provide any mortgage, debenture, bill of sale or other charge or grant any extension of time for the payment or satisfaction of all or any part of the monies due or to become due under any loan agreement, mortgage or other security which has been or may hereafter be given to the Bank or owing to the Bank in any manner whatsoever upon such terms as the Attorney may think fit either with or without taking security for the same;
 - 22.3 adjust settle compromise or submit to arbitration any agreement or arrangement relating to any loan made by the Bank.
- 23. To consent to any application for new certificates of title (which expression "certificates of title" shall include crown leases of any type), plan of divisions, strata title application, amendment, amalgamation, alteration or adjustment of boundaries thereof or in relation thereto.
- 24. To give good and proper receipts and to execute full or partial discharges upon repayment of all or any part of monies owing to the Bank.
- 25. To give a full or partial discharge or release of the personal liability of any person.
- 26. To give a full or partial discharge or release of any land or hereditament of any tenure or other property real or personal.
- 27. To exercise or enforce any of the rights, powers or remedies of the Bank pursuant to any mortgage, charge, lien, debenture, security or contract whatsoever of any kind held by the Bank and in particular to sell and dispose of or transfer any property or any interest therein at such time or times and upon such terms and conditions as the Attorney thinks fit in like manner as the Bank could do under or by virtue of any such mortgage, charge, lien, debenture, security or contract.

Certified by a Legal Practitioner at 169 Pirie Street Adelaide SA 5000 A Commissioner for taking affidavits In the Supreme Court of South Australia 28/4/08

S611885X

I hereby certify that this is a true and correct copy of the document it purports to be

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- To exercise the power of sale or foreclosure conferred on the Bank pursuant to any statue or 28. regulation and to execute contracts for the sale of land or hereditament of any tenure or other property real or personal including the estate and interest in such land or other property of the mortgagor, charger, debtor, lienor, encumbrancer or any person indebted to the Bank.
- To delegate in writing to any employee of the Bank (hereinafter collectively referred to as a 29. "General Attorney") all or any of the powers granted hereby except this power of delegation and any delegation pursuant hereto is revocable at will at the discretion of an Attorney in writing and such revocation pursuant to this clause shall be effective upon receipt of notification of such revocation by a General Attorney and notwithstanding that the delegation by an Attorney to a General Attorney is revocable at will such condition shall not derogate from the powers of a General Attorney.
- To ratify and confirm, on behalf of the Bank (but only to the extent that the Attorney himself or 30. herself could have done or caused to be done pursuant to this Power of Attorney) anything which may have been done or purported to be done on behalf of the Bank by any person and whether the same was or was not authorised.
- To do all acts and execute all deeds and other instruments relating to any of the aforesaid 31.



matters.

- From the time of any such Attorney ceasing to be an employee of the Bank the rights, powers A.. · and authorities hereby conferred on or vested in such Attorney shall be deemed to be revoked and determined without prejudice nevertheless to the rights, powers and authorities by this Power of Attorney conferred on or vested in any other Attorney who shall continue in the service of the Bank.
- The Bank hereby ratifies and confirms and agrees at all times hereafter to ratify and confirm ₿. all and whatsoever may be lawfully done by an Attorney under and by virtue of this Power of Attorney including in such ratification whatever is done between the revocation by any means of this Power of Attorney and the fact of such revocation becoming known to the Attorney AND that notwithstanding paragraph A of this Power of Attorney a certificate under the hand of the Attorney that the Attorney has not received notice of any such revocation shall in favour of any person dealing with the Attorney in good faith be conclusive evidence of the fact.
- The Bank hereby declares that in favour of any person dealing with an Attorney appointed C. hereunder the fact that the Attorney declares that he or she has been so appointed and purports to act as such by virtue of being an employee of the Bank shall be conclusive ۰.evidence of such employment.
- The Registrar General of Victoria or any other person dealing with an Attorney appointed D. hereunder is hereby authorised and directed to accept the signature or execution of any document or other instrument by any Attorney pursuant to this Power of Attorney (including without limitation any delegation pursuant to clause 29 of this Power of Attorney) as sufficient evidence that the content of such document or other instrument is known to and has been approved by the Bank.
- Each of the powers hereby conferred shall be read and construed as separate powers not in Ę. any way limited or restricted by reference to or inference from the other powers hereby conferred.
- This Power of Attorney shall continue in force until notice of the revocation thereof shall be F. received by the Attorney for the time being acting hereunder as herein provided.

L hereby certify that this is a true and correct 5. copy of the document it purports to be

G. The powers, rights and authorities hereby conferred and all acts, deeds, matters and things to be executed, done or performed in pursuance hereof shall be so executed, done and performed by the Attorney without the common seal of the Bank.

ł

- H. This power shall in all respects be interpreted in accordance with the law of Victoria.
- I. Except to the extent that such interpretation shall be excluded by or be repugnant to the context when herein used:
 - (a) words importing the singular number or plural number shall include the plural number or singular number respectively;
 - (b) words denoting any gender shall include all genders; and
 - (c) reference to a person includes a corporation, a firm and any other entity.

PS611885X 01/07/2008 \$854.60 Executed as a deed EXECUTED by ADELAIDE BANK LIMITED ABN 54 061 461 550 Л in accordance with the Corporations Act: 1993 314 17 Signature of Director Signature of Directory/Secretary Company Secretary Name of Director/Secretary in full Name of Director in full 10/2/06 10/2/06 Date Date Signature of Witness Signature of Witness 1. 頭口口 9 61 11 14 Name of Witness in full Name of Witness in full 10/2/06 (0/2/06 Date Date A Commissioner for taking affidavits Certified by a Legal Practitioner In the Buereme Gourt of South Australia 28/4/og at 169 Pirie Street Adelaide SA 5000 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.



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	creation, removal of division Act 1988	variation Privacy Collection Statement AR973357H Ol/03/2019 Ol/03/2019 AR973357H AR97357H AR97357H AR97357H AR97357H AR97357H AR97357H AR97357H AR97357H AR97357H AR97357H AR97357H AR97357H AR97357H AR97357H AR97357H AR97357H AR97357H AR97357H AR97357H AR9757H AR9757H AR9757H AR97575 AR9757 AR9757 AR9757 AR97575 AR97575 AR9757 AR9757 AR97575 AR97575 AR9757 AR9757 AR97575 AR97577 AR9757 AR9757 AR97577
Lodged by Name: Phone: Address:		,
Reference: Customer code:	17/1103 SPTJEN	
The applicant ap	plies to register a VARIAT	N restriction under section 23 of the Subdivision Act 1988.

Burdened land: (volume and folio or other land description as necessary)

VOLUME 11081 FOLIO 288

Council in which land is located: CARDINIA SHIRE COUNCIL

SPEAR ref: S117881H

Benefited land: (only complete if restriction is being created) (volume and folio or other land description as necessary)

Applicant: (full name and address, including postcode)

Signing:

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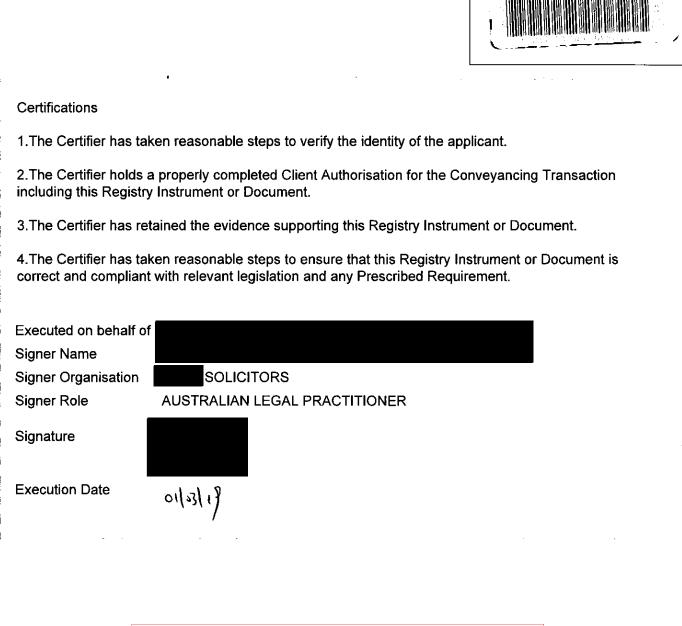
23RSA

Page 1 of 2

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Land Use Victoria contact details: www.delwp.vic.gov.au/property>Contact us

Restriction: creation, removal or variation Section 23 Subdivision Act 1988



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PLAN]	FOR VARIATION (Section 23 Subdivis	OF RESTRICTION	AR973357H
		Council Name: Cardinia	Shire Council
Location of Land Parish: Township:	NAR NAR GOON	Council Reference Numb Planning Permit Referen SPEAR Reference Numb	ce: T130505-2
Section:		Certification	
Crown Allotment:	7 (PART)	This plan is certified und	er section 6 of the Subdivision Act 1988
		Statement of Complian	ce
Title References:	Vol. 11081 Fol. 288	This is a statement of co	mpliance issued under section 21 of the Subdivision Act 1988
Last Plan Reference Postal Address:	ELOT A ON PS611885X PAKENHAM ROAD	Public Open Space	
r Ustal Address.	PAKENHAM 3810	A requirement for public has not been made	open space under section 18 of the Subdivision Act 1988
MGA94 Co-ordinate (Of approx. centre of pla	Zone 55	Digitally signed by: Simo	ne Norbury for Cardinia Shire Council on 07/11/2018
		Notations	
C/T Vol. 11081 Fo <u>Identity of restric</u> Restriction PS6118		as set out in the Planning and Envir used for any other purpose. By takir and agree that you will only use the	able for the purpose of the planning process onment Act 1987. The information must not be ig a copy of this document you acknowledge document for the purpose specified above and that a g of this document is strictly prohibited.
Description of Res	triction:		
erect or permi	it to be built or erected or re	or the time being of any burdened lo main on the burdened lot or any pa pe incorporated into this plan on sl	rt of it any building
erect or permi	it to be built or erected or re lating to effluent disposal o	r the time being of any burdened lo main on the burdened lot or any pa utside of the effluent disposal enve	rt of it any building
for an occupa	d proprietor or proprietors fon ncy permit under the Buildin	or the time being of any lot on this p ng Act unless a static water supply	and access
4. The registered	d proprietor or proprietors fo	atisfaction of the Country Fire Author or the time being of any lot on this p ng Act unless all trees that overhan	lan shall not apply
Variation:			
To vary the descrip	otion of the Restriction to re	ad:	
Description of Res	triction:		
for an occupa	ncy permit under the Buildin	or the time being of any lot on this p ng Act unless a static water supply atisfaction of the Country Fire Autho	and access
This verifier is -	uthorized by:		
This variation is a	o. T130505-1 issued on 20t	h November 2014	
Dignning Dormit Ni			

HEAD & HUMPHREYS LAND CONSULTANTS	REF 7678	7678-00-VAR-0101.DWG 22-02-2018	01	ORIGINAL SHEET SIZE: A3	SHEET 1 OF 1 SHEETS
ABN 80 006 516 169 ABN 80 006 516 169	Digitally signed by: Jas Surveyor's Plan Versior 22/02/2018, SPEAR Re	();	veyor,		



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Planning and Environment Regulations 1998 No. 8





X049709H

Section 181

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

Planning and Environment Act 1987

Lodged at the Land Titles Office by:

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Name:Duffy & Simon LawyersPhone:(03) 5941 1622Address:John Street, PakenhamRef:dd:GH 00.6.1555Customer Code:0756P

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 (Insert Volume and Folio reference) (if part only, define the part)

Certificate of Title Volume 8576 Folio 473

Authority (name and address)

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

Section and Act under which agreement made:

Section 173 of the Planning and Environment Act 1987

A copy of the Agreement is attached to this Application

Signature for the A	uthority:		
Name of Officer:			

Date: 13th September 2000



· · ·			·		X0497(20/09/2000	D9H \$0 173
This Agreement is made	on the	3014	day of	AUGUST	,2000	
BETWEEN				ne State of Victo	oria ("the	
AND	Owner	")		in the sai	d State ("the	•
Recitals						

A. The Owner is the registered proprietor of Land").

("the

B. The Council is the Responsible Authority pursuant to the Act for the Scheme.

- C. The Owner has obtained a Planning Permit from the Council to carry out a development of the land.
- D. As a condition of the Planning Permit, the Owner must enter into an agreement pursuant to Section 173 of the Act to be registered on the title which addresses the issues stated in the Planning Permit.

Operative provisions

1. Definitions

In this Agreement the terms and words set out in this clause shall have the following meanings unless otherwise indicated by the context:

- 1.1 "the Act" means the Planning and Environment Act 1987;
- 1.2 "the Agreement" or "this Agreement" means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement;
- 1.3 "approved" means approved by Council;
- 1.4. "Approved Plan" means Plan of Subdivision No. 441730A which was approved on 21st July 2000, a copy of which is contained in Annexure "A" to this Agreement.

1664251000 1000009

5173 Ag. 162 Pak Rd Pak .

1.5 "development" includes subdivision;

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- 1.6 "the Land" means the land known as Lot 3 LP 8840,
 - which is more particularly described as Certificate of Title Volume 8576 Folio 473;

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- 1.7 "Lot" or "Lots" means the lots on the Land as shown in the Approved Plan;
- 1.8 "Owner" means the person or persons entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple in the Land or any part of it;

-2-

- 1.9 "Planning Permit" means Planning Permit No. T000009 issued by the Council on 15th March 2000. A copy of the Planning Permit is contained in Annexure B to this Agreement.
- 1.10 "the Scheme" means the Cardinia Planning Scheme.

2. Interpretation

All provisions of this Agreement are to be interpreted in the following manner unless otherwise indicated by the context:

- 2.1 Undefined terms or words shall have the meanings given in the Act or the Scheme.
- 2.2 The singular includes the plural and the plural includes the singular.
- 2.3 A reference to a gender includes a reference to each other gender.
- 2.4 A reference to a person includes a reference to a firm, corporation or other corporate body.
- 2.5 If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- 2.6 A reference to a "planning scheme or "the Scheme" shall include amendment, consolidation or replacement of such scheme and any document incorporated by reference into such scheme.
- 2.7 A reference to a statute shall include any statutes amending, consolidating or replacing same and any regulations made under such statutes.



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- 2.8 Where in this agreement the Council may exercise any power, duty or function, that power may be exercised on behalf of the Council by an authorised or delegated officer.
- 2.9 All headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this Agreement.
- 2.10 The introductory clauses of this Agreement are and will be deemed to form part of this Agreement.

3. Agreement under Section 173 of the Act

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

4. Effect of Agreement

- 4.1 This Agreement shall be deemed to come into force and effect from the date of this Agreement.
- 4.2 The obligations of the Owner under this Agreement, being obligations to be performed by the Owner as conditions subject to which the Land may be used or developed for specified purposes and being intended to achieve or advance the objectives of the Scheme, will take effect as separate and several covenants which shall be annexed to and run at law and in equity with the Land to bind the Owner and each successor, assign or transferee of the Owner.

5. Covenants of Owner

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The Owner covenants and agrees that:

- (a) The Owner will allow access to Lot 1 on the Approved Plan from the existing driveway only until such time as access is available from the road proposed to be constructed to the north of the said Lot 1.
- (b) Within three (3) months of access being available to the north the existing driveway must be removed and the boundary between the said Lot 1 and the 'Tree Reserve No. 1' shown on the Approved Plan fenced to the satisfaction of the Responsible Authority.
- (c) The Owner must incur all costs associated in preparing and registering this Agreement on title.
- (d) This Agreement may be ended wholly or in part or as to any part of the land by the Council with the approval of the Minister for Planning or by agreement between the Council and all persons who are bound by any covenant in this Agreement;

(e) Notice

This Agreement will be brought to the attention of all prospective purchasers, mortgagees, transferees and assigns.

(f) Compliance

The Owner will carry out and comply with the requirements of all statutory authorities and comply with all statutes, regulations, local laws and planning controls in relation to the Land.

(g) The Owner will take all necessary steps to comply with the obligations of each and every clause in this Agreement.

(h) Registration

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 folio of the Register which relates to the 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, 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.

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(i) Mortgage to be Bound

The Owner will obtain the consent of any mortgagee to be bound by the covenants in this Agreement if the mortgagee becomes mortgagee in possession of the Land.

-5-

(i)

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Council's Costs to be Paid

The Owner will pay the Council's reasonable costs and expenses (including legal expenses) incidental to enforcement of this Agreement.

(k) Indemnity

The Owner will indemnify and keep indemnified the Council, its officers, employees, agents, workmen and contractors from and against all costs, expenses, losses or damages whatsoever which they or any of them may sustain incur or suffer to be or become liable for or in respect of any suit action proceeding judgment or claim brought by any person whatsoever arising from or referable to this Agreement or any non-compliance with this Agreement.

(I) Non-Compliance

If the Owner has not complied with this Agreement within 14 days after service of a notice by the Council specifying such non-compliance, the Owner covenants to allow the Council its officers, employees, contractors or agents to enter the Land and rectify such non-compliance.

Council Access

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

6. Notices

6.1 Service of Notice

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

(a) personally to the party; or

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(b) by sending it by pre-paid post, addressed to that party at the address for service specified in this document or subsequently notified to each party; or

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20/09/2000

(c) by facsimile to the person's number for service specified in this document or subsequently notified to each party.

6.2 Time of Service

A notice or other communication is deemed served:

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

7. GENERAL

7.1 Further Assurance

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

7.2 No Waiver

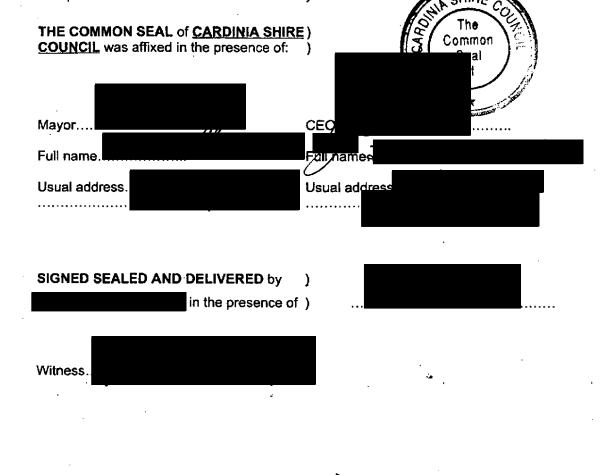
Any time or other indulgence granted by the Council to the Owner or any variation of the terms and conditions of this Agreement or any judgment or order obtained by the Council against the Owner will not in any way amount to a waiver of any of the rights or remedies of the Council in relation to the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

7.3 Severability

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

7.4 Costs

The Owner will immediately pay to the Council, the Council's reasonable costs and expenses (including legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution and registration of this Agreement which are and until paid remain a debt due to the Council by the Owner.



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Form 4.4

PLANNING
PERMIT

Permit No. T000009

Planning Scheme:

Cardinia Planning Scheme

Responsible Authority:

Cardinia Shire Council

ADDRESS OF THE LAND:

Address: Lot/LP Details:

Lot J, LP 8840

THE PERMIT ALLOWS:

The subdivision of the land into two (2) lots generally in accordance with the approved plans.

THE FOLLOWING CONDITIONS NO.1-7 INCLUSIVE APPLY TO THIS PERMIT:

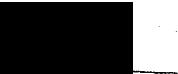
- 1. Prior to the certification of a plan of subdivision, three (3) copies of amended plans must be submitted to and approved by the responsible authority. The plans must be generally in accordance with the submitted plans but modified to show:
 - (a) A 5.0 metre by 5.0 metre splay at the northern boundary of Lot 1;
 - (b) The land between the splay required by Condition 1(a) and the southern property boundary as 'Tree Reserve' with a width of 5.0 metres;
 - (c) The 'Proposed Road Widening' across the frontage of Lot 2 deleted; and
 - (d) A three (3) metre wide drainage easement along the southern boundary of Lot 1 in favour of Lot 2;

to the satisfaction of the responsible authority.

- 2. The layout of the subdivision, as shown on the approved plan, must not be altered or modified without the consent in writing of the responsible authority.
- 3. The owner of the land must enter into agreements with the relevant authorities for the provision of water supply, drainage, sewerage facilities, electricity, gas and telecommunications services to each lot shown on the approved plan in accordance with the authority's requirements and relevant legislation at the time.
- 4. All existing and proposed easements and sites for existing or required utility services and roads on the land must be set aside in the plan of subdivision submitted for certification in favour of the relevant authority for which the easement or site is to be created.
- 5. The plan of subdivision submitted for certification under the Subdivision Act 1988 must be referred to the relevant authority in accordance with Section 8 of that Act.

51/00. Date Issued:_

Signature for the Responsible Authority:_



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	PLANNING PERMIT	Permit No. Planning Schem Responsible Aut	•••	Cardinia Planning Scheme Cardinia Shire Council	
	ADDRESS OF THE LAND: Address: Lot/LP Details: THE PERMIT ALLOWS:	Lo	et 3, LP 88	40	

The subdivision of the land into two (2) lots generally in accordance with the approved plans.

THE FOLLOWING CONDITIONS NO.1-7 INCLUSIVE APPLY TO THIS PERMIT:

- 6. Prior to a Statement of Compliance being issued:
 - (a) it must be demonstrated to the satisfaction of Council's Health Department that the septic system for the existing dwelling will be contained within the boundaries of Lot 1;
 - (h) the permit holder must enter into an agreement under Section 173 of the Planning and Environment Act 1987 to allow access to Lot 1 from the existing driveway only until such time as access is available from the road proposed to be constructed to the north. Within three (3) months of access being available to the north the existing driveway must be removed and the boundary between Lot 1 and the 'Tree Reserve' fenced to the satisfaction of the responsible authority. The permit holder must incur all costs associated in preparing and registering this agreement on title; and
 - (c) a cash contribution must be provided in lieu of the provision of an area or areas for public open space equivalent to eight (8) percent of the site value of Lot 1.
- 7. This permit will expire if:

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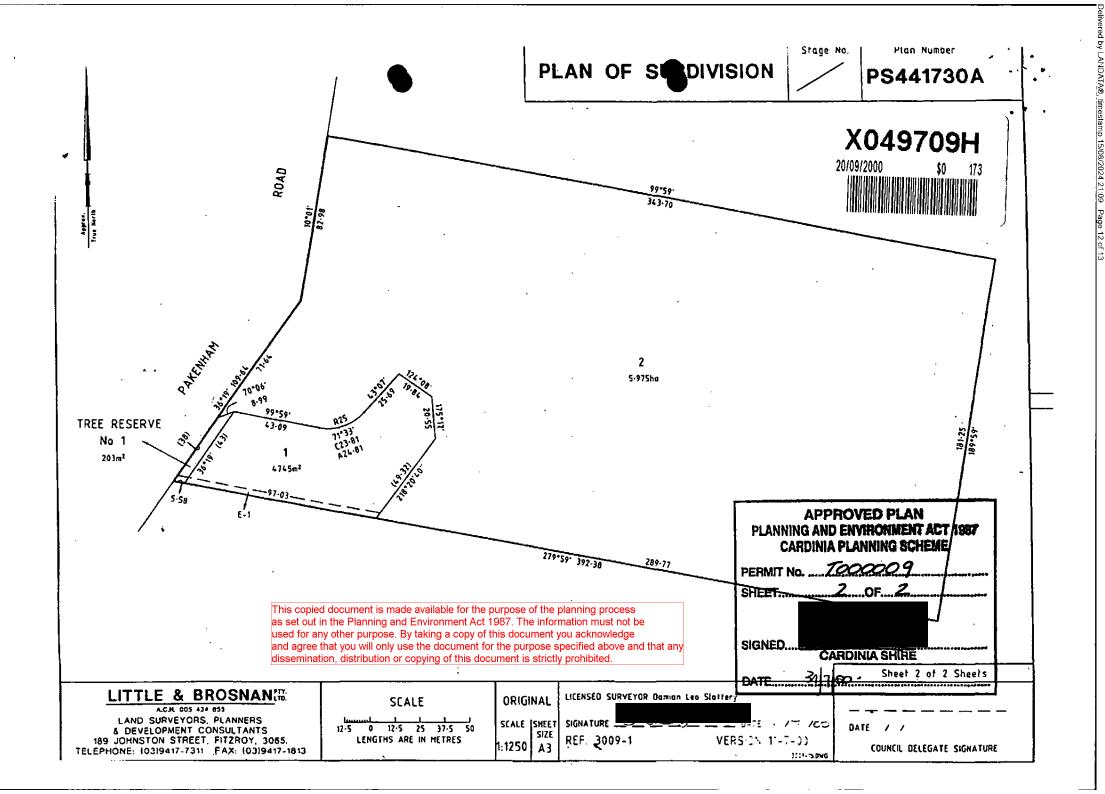
- (a) the subdivision is not commenced within two (2) years of the date of this permit; or
- (b) the subdivision is not completed within five (5) years of the date of commencement.

The responsible authority may extend the periods referred to, if a request is made in writing before the permit expires or within three (3) months afterwards.

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

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Date Lasued: 15 200	Signature for the Responsible Authority		

<u>ب</u> 'ب		and dise	agree that emination	t you will or , distributio	nly use the doc n or copyina df	ument for the purp `th <mark>is document is</mark>	oose specified above strictly prohibited.	e and that any		
						Stage No.	LTO use only	Plan Number		
	PLA	N O	F SU	IBDIV	ISION		EDITION	PS441730A		
	r Nar Goon				Council Na	Council C me: Cardinia S	I ertification and Shire Council	d Endorsement Ref: SOO/089		
Township:					1. This Plan is certified under Section 6 of the Subdivision Act 1988.					
Crown Alla Crown Por	otment: 7 (Par tion: ————	H) 					section 11(7) of the on under section 6	Subdivision Act 1988		
-	record: DCM8	9676 F 673			3. This is a	-	pliance issued under			
	rences C/T V. Reference: LP		91	Ì			en space under Section made	an 10 Subdivision		
Postal Ada	iress: 1	62 Pakenh	m Road			rement has been s				
AMG Co-or		'akenham 3 E. 366 650 N. 5 786 900	•	NE 55	(m) The requir Council d Council s		tisfieù in Slage			
	/esting of Roo	ds or Res			Date Re-certify	/ /	171 of the Subduces	n Ari 1988		
Res No 1		Council Cardinia Shir	Body/Pers	ion	Council de Council se	elegate	(/) If the Second	vision Aci 1988.		
	-				Date					
			. <u> </u>		Notat					
	nitation Doce	WED PL	 ΛΝ		2100100	is/is not a stage ning permit No.700		····		
PLAN	INING AND E	NVIRONM	INT ACT	1987	Lot 2 is not the subject of this survey. X049709H					
PERMI	PERMIT No. TOOOOO9 SHEETOF 2 SIGNED.				20/09/2000 \$0					
SHEET										
SIGNE					survey This plan is 2 is not based on survey					
DATE.	31.				his survey has Proclaimed Su	been connected to rvey Area no.) permanent marks n	otsi.		
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Legend:	A - Appurteng	nt <u>Gasement</u>		nbering Eas	ement R – Enc	unbering Easement		Statement of compliance/ Exemption Statement		
Casement Reference	Purpos				Origin Land Benefited/in Favour Of					
E-1	Drainage 3 Thi		This	pían	, Lof 2 on this Cardinia Shir	plan and	Date / /			
				ł			ŀ	LTO use only		
.								PLAN REGISTERED		
				,				TIME DATE / / Assistant Registrar of Titles		
	······	<u> </u>				<u>. </u>		Sheet 1 of 2 Sheets		
	& BROS	SNAN(#	LICE	ENSED SURV	EYOR Damian L	eo Slattery				
	A.C.N. 006 434 868 URVEYORS, PL/	ANNERS	SIG	NATURE		DATE I	177 100 1	DATE / /		
& DEVELO	OPMENT CONSU		00	F. 3009-	1	VERSION 1	1 7 00 1	COUNCIL DELEGATE SIGNATURE		





Dated 30th ANGUST 2000

Cardinia Shire Council

.

"the Owner"

Section 173 Agreement

Property -

Duffy & Simon Lawyers 23 John Street Pakenham 3810

Tel (03) 59411622 Ref: dd;gh;00.6.1555

convey/vendor/coxif/sect173agree.doc



Electronic Instrument Statement

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

Produced 15/08/2024 09:09:43 PM

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Lodger Code	20747C	
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Email		
Reference	JBM 19040373	
	APPLICATION TO	RECORD AN INSTRUMENT
Jurisdiction	VICTORIA	
searchable registers and	m is collected under statut	ory authority and used for the purpose of maintaining publicly
Estate and/or Interest FEE SIMPLE		
Land Title Reference 11081/288		
Instrument and/or legisl RECORD - AGREEMENT Planning & Environment /	- SECTION 173	
Applicant(s) Name	CARDINIA SHIRE (COUNCIL

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





Electronic Instrument Statement

Additional Details

Refer Image Instrument

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

Execution

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

Executed on behalf of Signer Name Signer Organisation

Signer Role

Execution Date

CARDINIA SHIRE COUNCIL



AUSTRALIAN LEGAL PRACTITIONER 28 FEBRUARY 2021

File Notes:

NIL

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

Statement End.





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

Document Type	Instrument
Document Identification	AU092536S
Number of Pages	9
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Document Assembled	15/08/2024 21:09

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The document is invalid if this cover sheet is removed or altered.



Dated

Agreement made pursuant to Section 173 of the Planning and Environment Act 1987

Cardinia Shire Council

and

Subject Land:

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Melbourne . Sydney . Brisbane www.holdingredlich.com This Agreement is dated

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Parties

Council: Cardinia Shire Council of 20 Siding Avenue, Officer Victoria 3809

Owner:	

Introduction

- A Council is the responsible authority for the administration and enforcement of the Scheme pursuant to the Act.
- **B** The Owner is the registered proprietor of the Land.
- **C** The Land is encumbered by mortgage number AS494994L in favour of the Mortgagee. The Mortgagee has consented to the Owner entering into this Agreement. A copy of this consent is attached at Annexure B.
- D On 15 May 2019, Council issued the Permit, which allows the subdivision of land, removal of native vegetation, removal of an easement, creation of an easement, removal of restriction on title (building and waste envelope) and associated earthworks, generally in accordance with approved plans.
- E Condition 6 of the Permit relevantly provides:

6. Section 173 Agreement

Prior to the Statement of Compliance being issued;

- a) 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;
 - i. that on Lot 27 to 33 a 10m fire buffer and Lot 18 and 27 a 4m buffer on the eastern boundary side 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 clothes lines, sheds, cubby houses or tree planting within the fire buffer as shown on the endorsed plans of this permit.
 - ii. the keeping of cats is prohibited within any of the lots within the approved subdivision.

The owner must pay the reasonable costs of the preparation, execution and registration of the section 173 agreement.

- **F** This Agreement is made under Division 2 of Part 9 of the Act.
- **G** This Agreement has been entered into in order to:
 - (a) prohibit, restrict or regulate the use or development of the Land; and

(b) achieve and advance the objectives of planning in Victoria or the objectives of the Scheme in relation to the Land.

It is agreed:

2. Definitions and interpretation

2.1 Definitions

In this Agreement, unless the context clearly indicates otherwise:

Act means the Planning and Environment Act 1987;

Agreement means this Agreement, including the recitals and any annexures to this Agreement;

CFA means the Country Fire Authority established under the *Country Fire Authority Act* 1958 or any successor authority;

Council means the Cardinia Shire Council or any other municipal council which may, from time to time, be the responsible authority in relation to the Land pursuant to the Act;

Fire Buffer means the fire buffer zone required to be established and maintained on the Land, in accordance with clause 5 of this Agreement and as shown on the endorsed plan name known as Proposed Development Plan (or as amended);

Fire Danger Period has the same meaning as under the Country Fire Authority Act 1958;

Land means all the land contained in certificate of title volume 11081 folio 288 and more particularly described as Lot A on Plan of Subdivision 611885X;

Lot means a lot resulting from the subdivision of the Land allowed by the Permit and a reference to a lot number is a reference to the corresponding Lot, as shown on the Plan;

Minimum Fuel Conditions means the state of having insufficient fuel available to significantly increase the severity of a bushfire, including a maximum grass height of 100mm;

Mortgagee means National Australia Bank Ltd or the person registered or entitled, from time to time, to be registered by the Registrar of Titles as mortgagee of the Land or any part of it;

Owner means the person or persons registered or entitled to be registered as proprietor of an estate in fee simple of the Land and includes a mortgagee-in-possession;

Permit means Planning Permit No. T130505-3 issued on 20 November 2014 and as amended on 15 May 2019;

Plan means the plan prepared by SJE Consulting with the reference 200524 version 1 and as endorsed by the Council on 15 May 2019, or as amended from time to time with the consent of Council, but generally in accordance with the plan attached as Annexure A to this Agreement;

Register means the register maintained by the Registrar of Titles under the *Transfer of Land Act* 1958; and

Scheme means the Cardinia Planning Scheme or any other planning scheme which applies to the Land from time to time.

2.2 Interpretation

- (a) a reference to legislation or a legislative provision includes any statutory modification or substitution of that legislation or legislative provision and any subordinate legislation issued under that legislation or legislative provision;
- (b) a reference to a body or authority which ceases to exist is a reference to either a body or authority that the parties agree to substitute for the named body or authority or, failing agreement, to a body or authority having substantially the same objects as the named body or authority;
- (c) a requirement to do any thing includes a requirement to cause that thing to be done and a requirement not to do any thing includes a requirement to prevent that thing being done;
- (d) the singular includes the plural and vice-versa.

3. Commencement

This Agreement commences on the date it is made as set out above.

4. Termination of Agreement

4.1 Termination

- (a) This Agreement ends when the Owner has complied with its obligations under this Agreement.
- (b) This Agreement may be ended by agreement between the parties in accordance with the Act, or as otherwise provided for in this Agreement.

4.2 Cancellation of Agreement

As soon as reasonably practicable after this Agreement has ended wholly, in part, or as to the whole or part of the Land, Council must, at the cost of the Owner, notify the Registrar of Titles of such under section 183(1) of the Act to enable the Registrar to cancel or alter the recording of this Agreement on the Register as may be applicable.

5. Owner's Covenants

5.1 Fire Buffer

The Owner covenants and agrees that:

- (a) a 10m Fire Buffer on Lots 27 to 33 (inclusive) must be maintained on the northern boundary side of those Lots;
- (b) a 4m Fire Buffer on Lots 18 and 27 must be maintained on the eastern boundary side of those Lots;
- (c) the Fire Buffers required under clause 5.1(a) and (b) must be managed and maintained to Minimum Fuel Conditions during the declared Fire Danger Period to the satisfaction of the CFA and Council; and
- (d) no tree planting, buildings or structures, including clotheslines, sheds, and cubby houses, are permitted within the Fire Buffer.

5.2 Keeping of cats prohibited

The Owner covenants and agrees that cats must not be kept or allowed to be kept on the Land.

6. Successors in title

Until this Agreement is recorded in the Register in accordance with section 181 of the Act, the Owner must ensure that the Owner's successors in title give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement, including requiring the successors in title to execute a deed agreeing to be bound by the terms of this Agreement. Until that deed is executed, the Owner remains liable to perform all of the Owner's obligations contained in this Agreement.

7. Recording of agreement

The Owner must do all things necessary to give effect to this Agreement and to enable Council to record this Agreement on the folio of the Register which relates to the Land, including signing any further agreement, acknowledgment, or document.

8. Payment of Council's costs

- (a) The Owner agrees to, upon demand, pay to Council the costs and expenses of and incidental to the preparation, execution, recording and enforcement of this Agreement incurred by Council.
- (b) The Owner agrees to pay interest to Council in accordance with section 227A of the *Local Government Act* 1989 on any amount payable under this Agreement that is not paid by the due date.

9. Covenants run with the Land

The Owner's obligations under this Agreement take effect as covenants which shall be annexed to and run at law and in equity with the Land and every part of it, and bind the Owner, its successors, assignees and transferees, and the registered proprietor for the time being of the whole or any part of the Land.

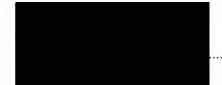
10. No fettering of Council's powers

- (a) This Agreement does not fetter or restrict Council's power or discretion in respect of any of Council's decision making powers, including but not limited to, to make decisions under the Local Government Act 1989 and the Act, to make or impose requirements or conditions in connection with any use or development of the Land, the granting of any planning permit, the approval or certification of any plans of subdivision or consolidation relating to the Land, or the issue of a statement of compliance in connection with any such plans.
- (b) The Owner acknowledges that Council's entry into this Agreement does not place any obligations upon Council with respect to the grant of a permit for the subdivision or use and development of the Land.

Execution page

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

THE COMMON SEAL of the CARDINIA SHIRE COUNCIL was affixed on this day of August 2020. in the presence of , being a delegated officer pursuant to Local Law No. 16 (2014) under a delegation dated 20 May 2019.



VOI: 10147733-1 doll: 6/5/2020

Manager Development and Compliance Services

Executed by		
	in accordance	with
section 127 of the	Corporations Act 2001:	

Signature of Director



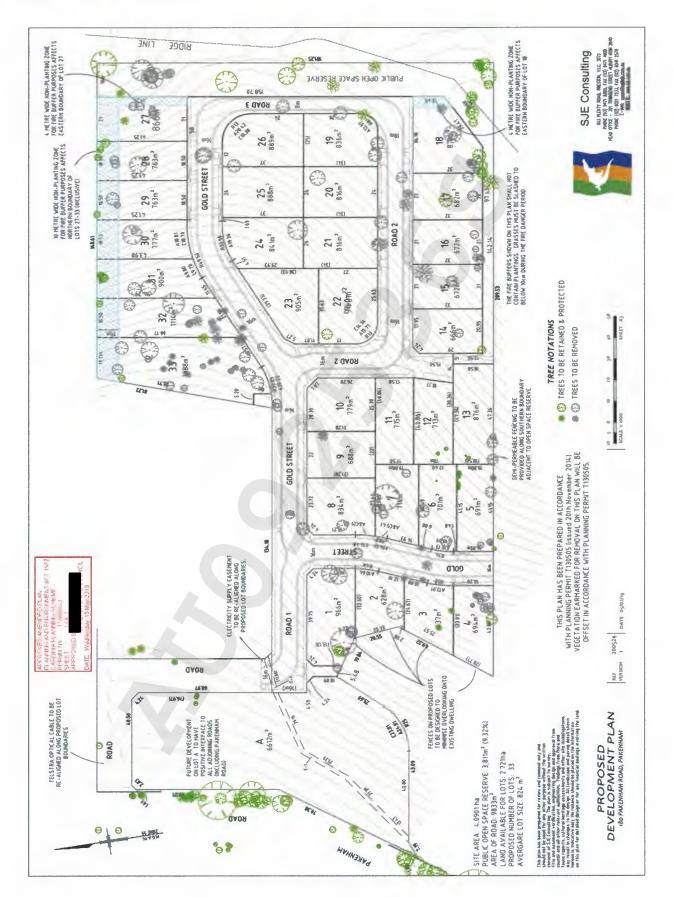


Signature of Director



Name of Director

Annexure A - Endorsed Plan



Annexure B - Mortgagee Consent

National Australia Bank Ltd, as Mortgagee under mortgage no. AS494994L which encumbers the Land, consents to the Owner entering into this Agreement.

Signature
Print Name
Title



Registrar of Titles Land Titles Office 2 Lonsdale Street MELBOURNE

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

Certificate of Title Volume 11081 Folio 288 Registered Proprietor/s:

National Australia Bank Limited A.B.N. 12 004 044 937 as Mortgagee pursuant to Registered Mortgage number AS494994L hereby consents to the within Agreement.

Dated this

day of

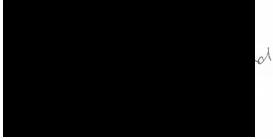
20

EXECUTED by **NATIONAL AUSTRALIA BANK LIMITED** by being signed sealed and delivered in Victoria by its Attorney

who holds the position of Level 3 Attorney under Power of Attorney dated 1/3/2007 (a certified copy of which is filed in Permanent Order Book No 277 Page No 025 Item 35) in the presence of:

Signature of Witness







2 July 2024

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Jake Da Ros Plan form

Email: info@planform.com.au

Dear Jake

16 Blessing Rise, PAKENHAM (Lot 24 PS 804765) Response to application under Pakenham Rise Residential Design Guidelines

Thank you for your revised application under the Residential Design Guidelines for 16 Blessing Rise, Pakenham and revisions to the plans following liaison with the Independent Design Review Panel (IDRP).

We are pleased to advise that the IDRP have approved your plans under the Pakenham Rise Residential Design Review Guidelines, without conditions.

Please find attached the following documents which form part of the approved documentation:

- House Plans Project 8002024 16 Blessing Rise, Pakenham, Drawn by EY at Plan Form, Received 2 July 2024, Sheet no. 3, 4, 5 & 6; and,
- Landscape Plan Project 8002024 16 Blessing Rise, Pakenham, Drawn by EY at Plan Form, Received 2 July 2024, Sheet no. 11.

Should you have any questions or clarification on the approved documentation, the conditions of approval or the assessment process, please do not hesitate to contact us at <u>consulting@sje.com.au</u>



ALBURY: 391 Townsend Street Albury NSW 2640 MELBOURNE: 613 Plenty Road, Preston VIC 3072

Email: <u>consulting@sje.com.au</u> Website: www.sje.com.au Ph: 02 6021 7233 Fax: 02 6041 2579 Ph: 03 9471 8200 Fax: 03 9471 4900

Ron Emptage & Associates Pty Ltd ABN 42 632 289 540 – Trading as SJE Consulting



WORKING DRAWINGS

FOR

PROPOSED DWELLING

AT

NO.16 BLESSING RISE PAKENHAM, VIC 3816

FOR

DRAWING SCHEDULE : ON A3 PAGES

- PG 1 TITLE / GENERAL NOTES
- PG 2 GENERAL NOTES
- PG 3 SITE / ROOF PLAN
- PG 4 GROUND FLOOR PLAN
- PG 5 ELEVATIONS
- PG 6 ELEVATIONS
- PG 7 SECTION / DETAILS
- PG 8 DETAILS
- PG 9 DETAILS
- PG 10 DETAILS
- PG 11 ELECTRICALS
- PG 12 SLAB PLAN
- PG 13 LANDSCAPE PLAN
- PG 14 LANDSCAPE PLAN



PROJECT: PROPOSED DWELLING AT: NO.16 BLESSING RISE PAKENHAM VIC FOR:

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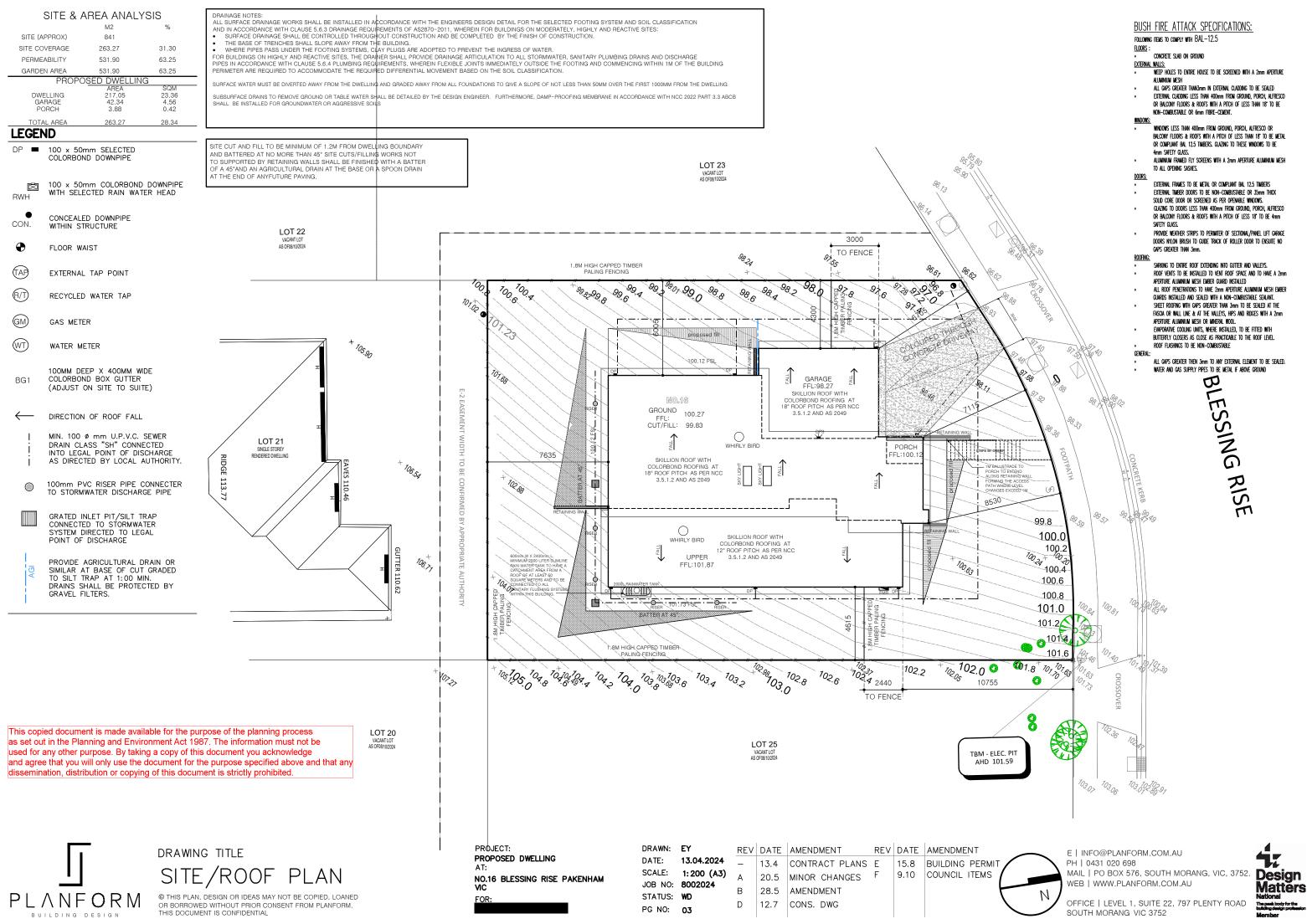
and agree that you will only use the document for the purpose specified above and that any

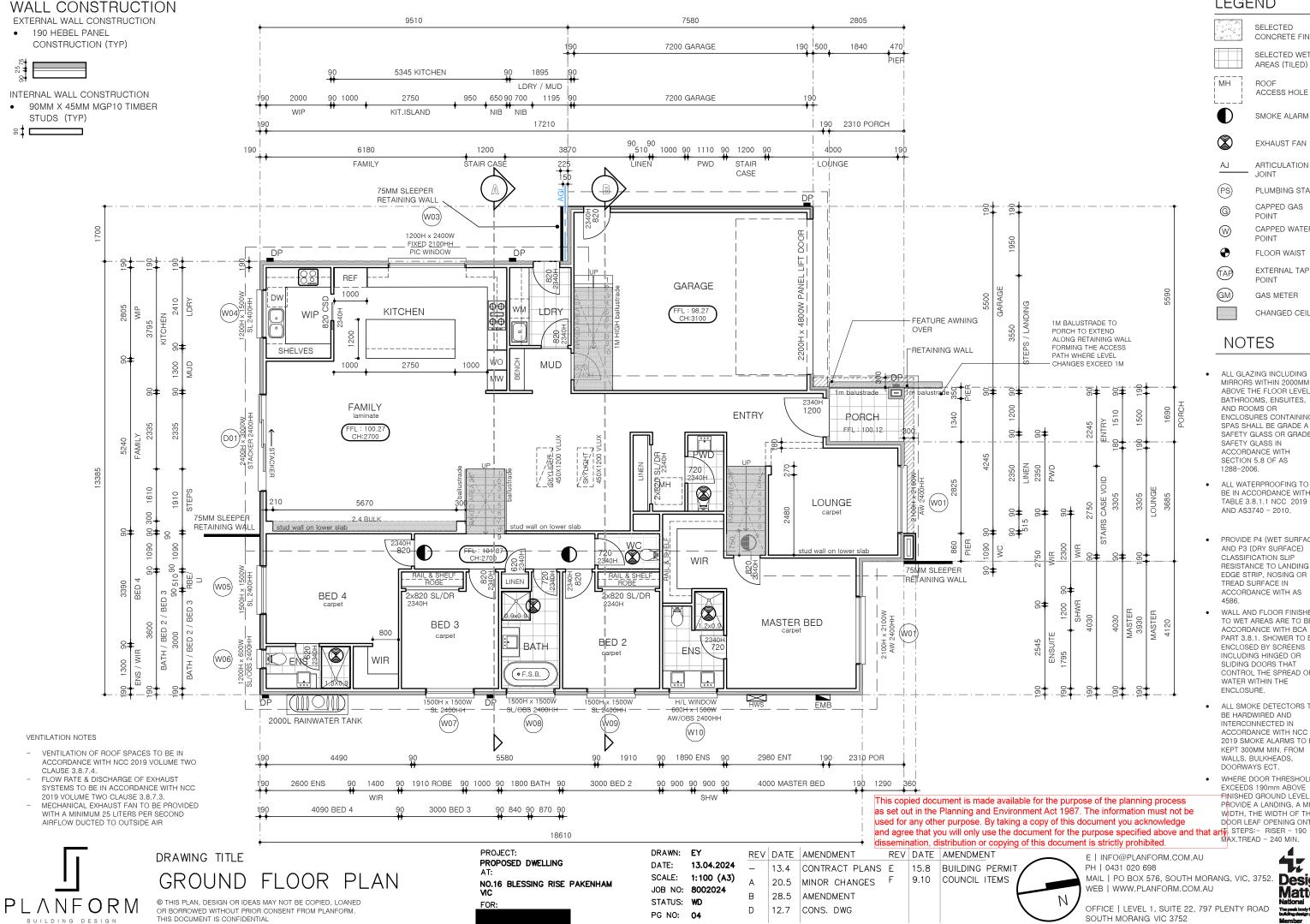
2	13.04.2024 1:100 (A3) 8002024 WD	REV - A B D	13.4	AMENDMENT CONTRACT PLANS MINOR CHANGES AMENDMENT CONS. DWG	 DATE 15.8 9.10	AMENDMEN BUILDING P COUNCIL ITI
STATUS:	WD	B D	20.0	,		



E | INFO@PLANFORM.COM.AU PH | 0431 020 698 MAIL | PO BOX 576, SOUTH MORANG, VIC, 3752. WEB | WWW.PLANFORM.COM.AU







LEGEND

$\frac{1}{2}$,	SELECTED CONCRETE FINISH
	SELECTED WET AREAS (TILED)
MH	ROOF ACCESS HOLE
	SMOKE ALARM
8	EXHAUST FAN
AJ	ARTICULATION JOINT
PS	PLUMBING STACK
G	CAPPED GAS POINT
(W)	CAPPED WATER POINT
Ð	FLOOR WAIST
TAP	EXTERNAL TAP POINT
GM	GAS METER
	CHANGED CEILING

NOTES

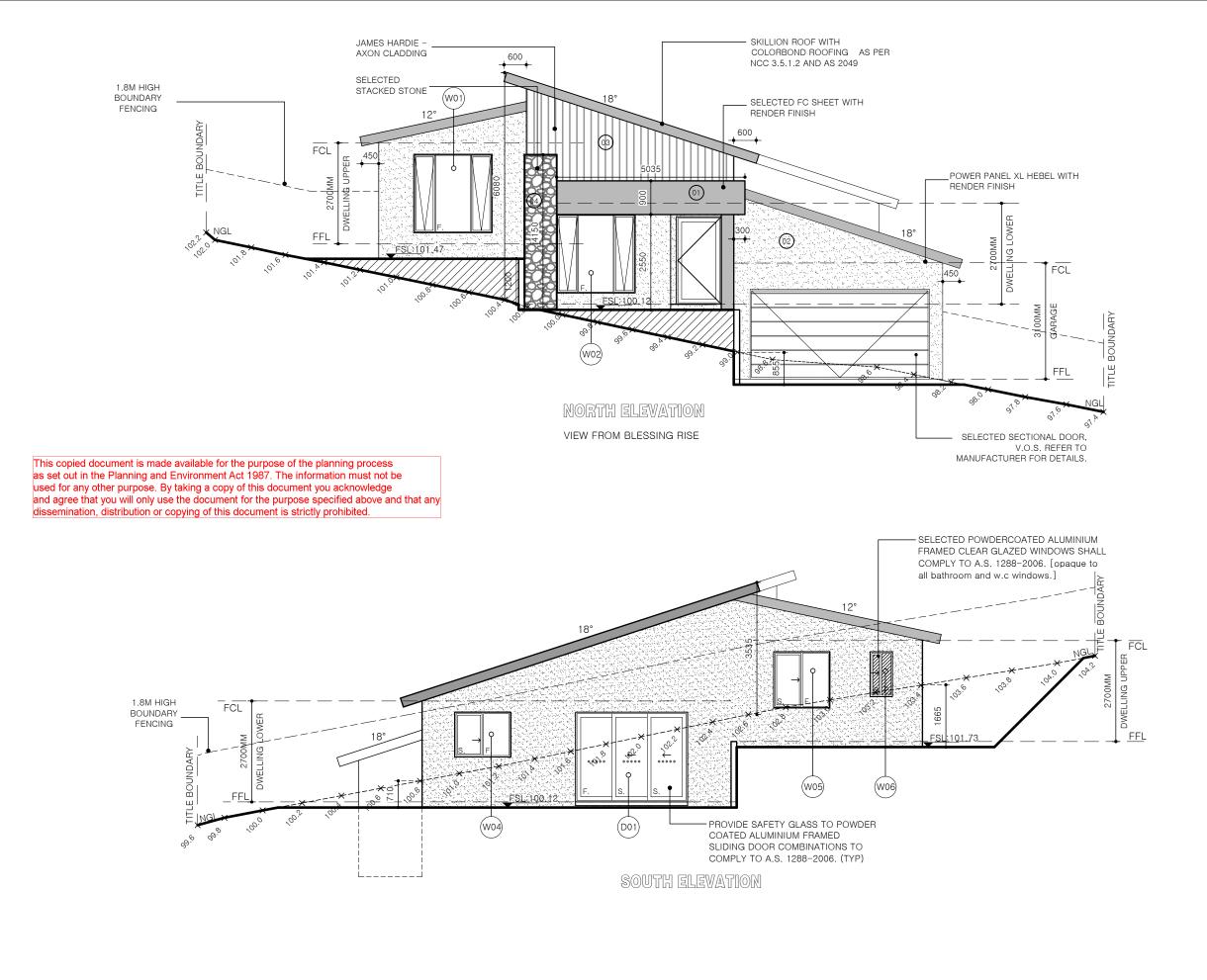
- ALL GLAZING INCLUDING MIRRORS WITHIN 2000MM ABOVE THE FLOOR LEVEL IN BATHROOMS, ENSUITES, AND ROOMS OR ENCLOSURES CONTAINING SPAS SHALL BE GRADE A SAFETY GLASS OR GRADE B SAFETY GLASS IN ACCORDANCE WITH SECTION 5.8 OF AS 1288-2006.
- ALL WATERPROOFING TO BE IN ACCORDANCE WITH TABLE 3.8.1.1 NCC 2019 AND AS3740 - 2010.
- PROVIDE P4 (WET SURFACE) AND P3 (DRY SURFACE) CLASSIFICATION SLIP RESISTANCE TO LANDING EDGE STRIP, NOSING OR TREAD SURFACE IN ACCORDANCE WITH AS 4586.
- WALL AND FLOOR FINISHES TO WET AREAS ARE TO BE IN ACCORDANCE WITH BCA PART 3.8.1. SHOWER TO BE ENCLOSED BY SCREENS INCLUDING HINGED OR SLIDING DOORS THAT CONTROL THE SPREAD OF WATER WITHIN THE ENCLOSURE.
- ALL SMOKE DETECTORS TO BE HARDWIRED AND INTERCONNECTED IN ACCORDANCE WITH NCC 2019 SMOKE ALARMS TO BE KEPT 300MM MIN. FROM WALLS, BULKHEADS, DOORWAYS ECT.

WHERE DOOR THRESHOLD EXCEEDS 190mm ABOVE FINISHED GROUND LEVEL PROVIDE A LANDING, A MIN WIDTH, THE WIDTH OF THE DOOR LEAF OPENING ONTO

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PROJE PROP(AT:	CT: DSED DWEL	LING		
NO.16 VIC	BLESSING	RISE	PAKENHAM	
FOR:				

FINISHES SCHEDULE

01 FINISH 01 RENDER FINISH 1 COLOUR: SHALE GREY

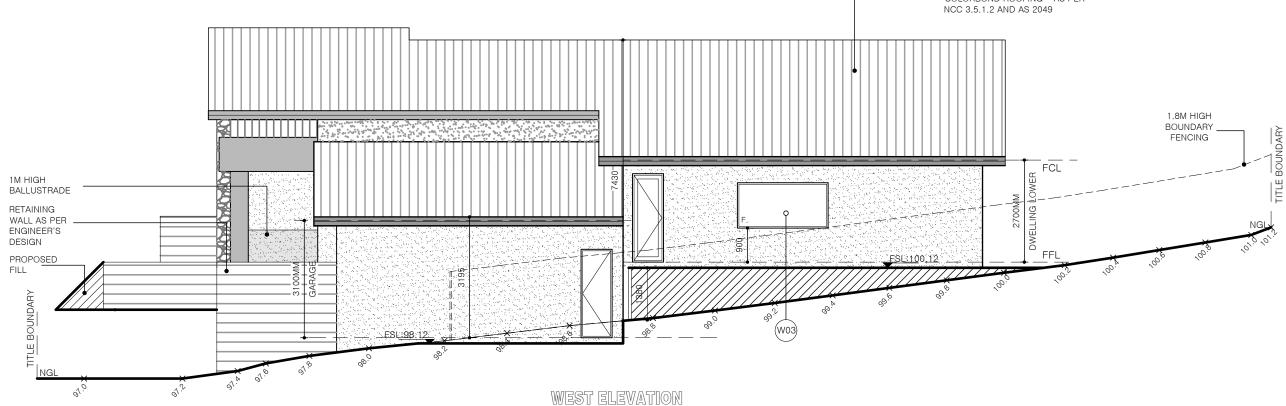
	FINISH 02 RENDER FINISH 2 - COLOUR: DOVER WHITE
03	FINISH 03 JAMIES HARDIE -SCYON AXON COLOUR: MONUMENT
04	FINISH 04 STACKED STONE COLOUR: GREY
05	FINISH 05 COLORBOND ROOF COLOUR : BASLAT
06	FINISH 06 PAVING AND DRIVEWAY COLOUR THROUGH - CHARCOAL
07	FINISH 07 FASCIA / GUTTERS / DOWNPIPES COLORBOND COLOUR : BASLAT
08	FINISH 08 ALUMINUM FRAMED WINDOWS/DOORS COLOUR: MONUMENT
09	FINISH 09 SELECTED SECTIONAL GARAGE DOOR - COLOUR: COABA
10	FINISH 10 METER BOX – COLOUR :DOVER WHITE

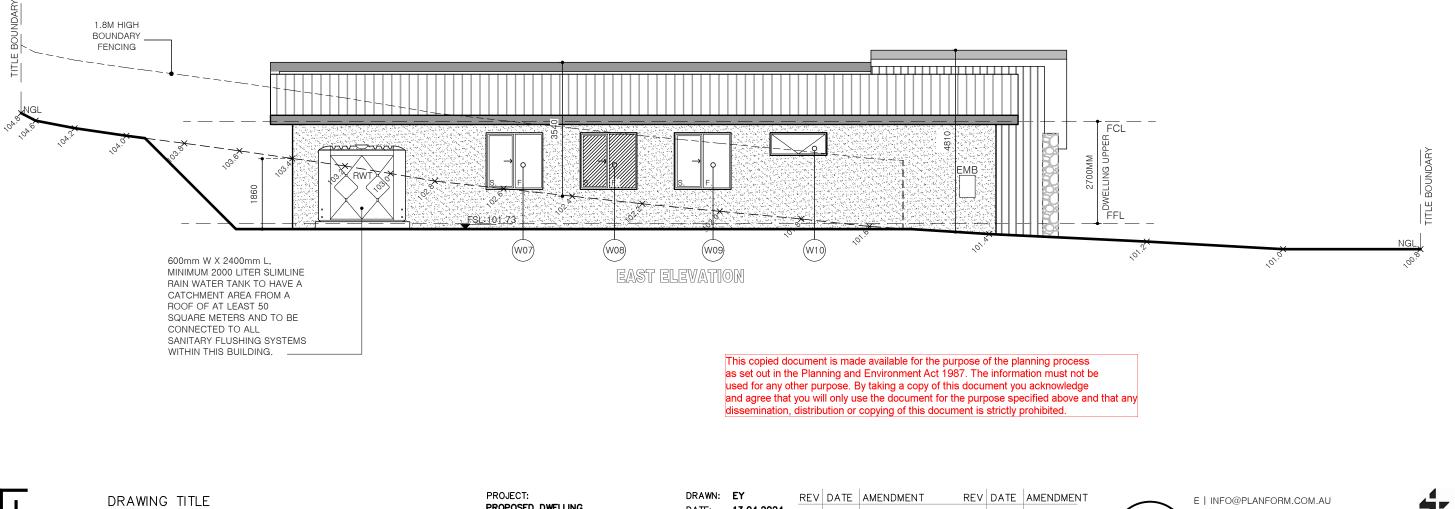
10 FINISH 11 FRONT DOOR -COLOUR : MERBAU



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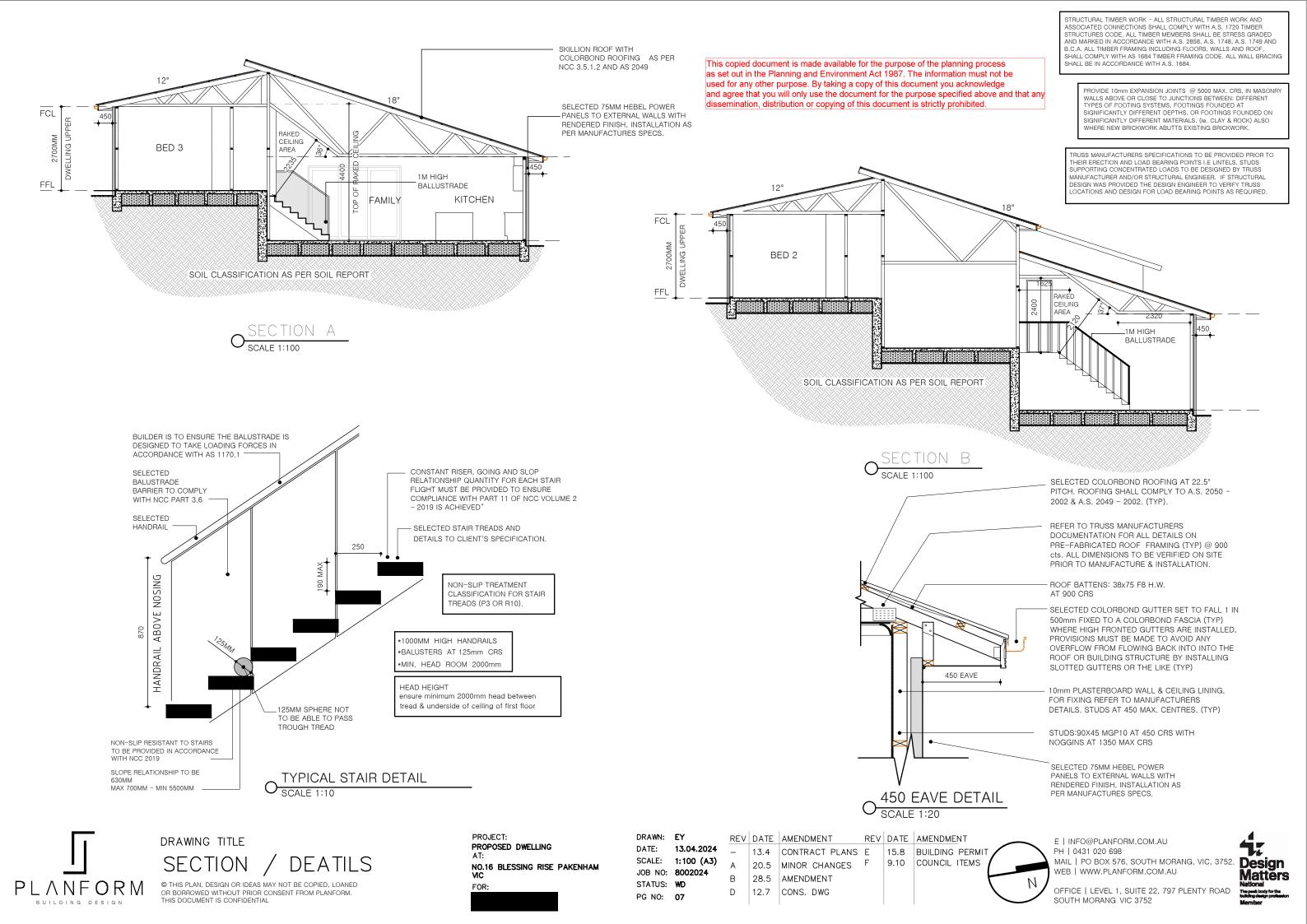
PROPOSED DWELLING AT: NO.16 BLESSING RISE PAKENHAM VIC FOR

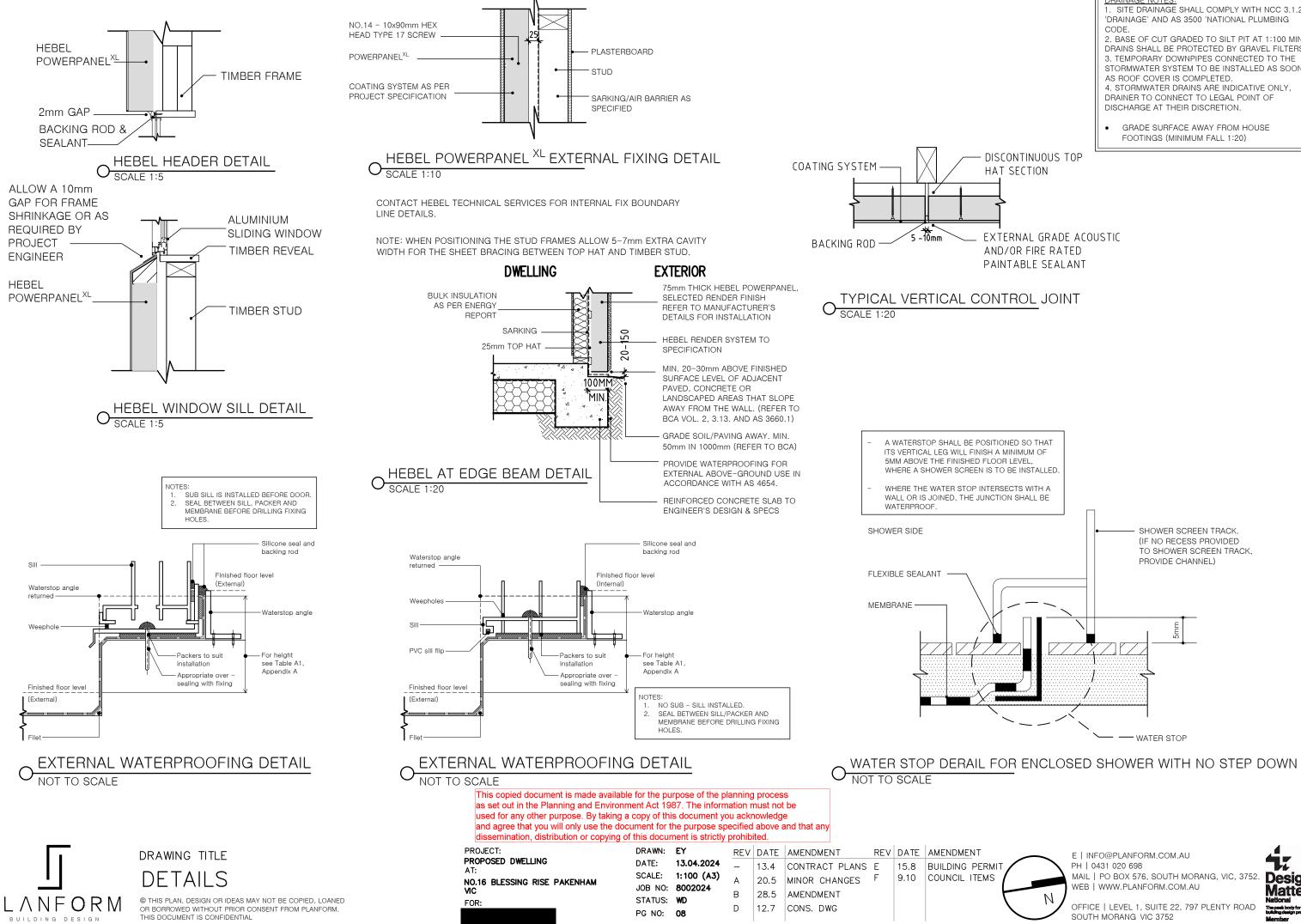
DRAWN:	EY	REV	DATE	AMENDMENT	REV	DATE	AMENDMENT
DATE:	13.04.2024	-	13.4	CONTRACT PLANS	Е	15.8	BUILDING PERMIT
	1:100 (A3)	А	20.5	MINOR CHANGES	F	9.10	COUNCIL ITEMS
JUB NU: STATUS:	8002024 WD	В	28.5	AMENDMENT			t
PG NO:	06	D	12.7	CONS. DWG			



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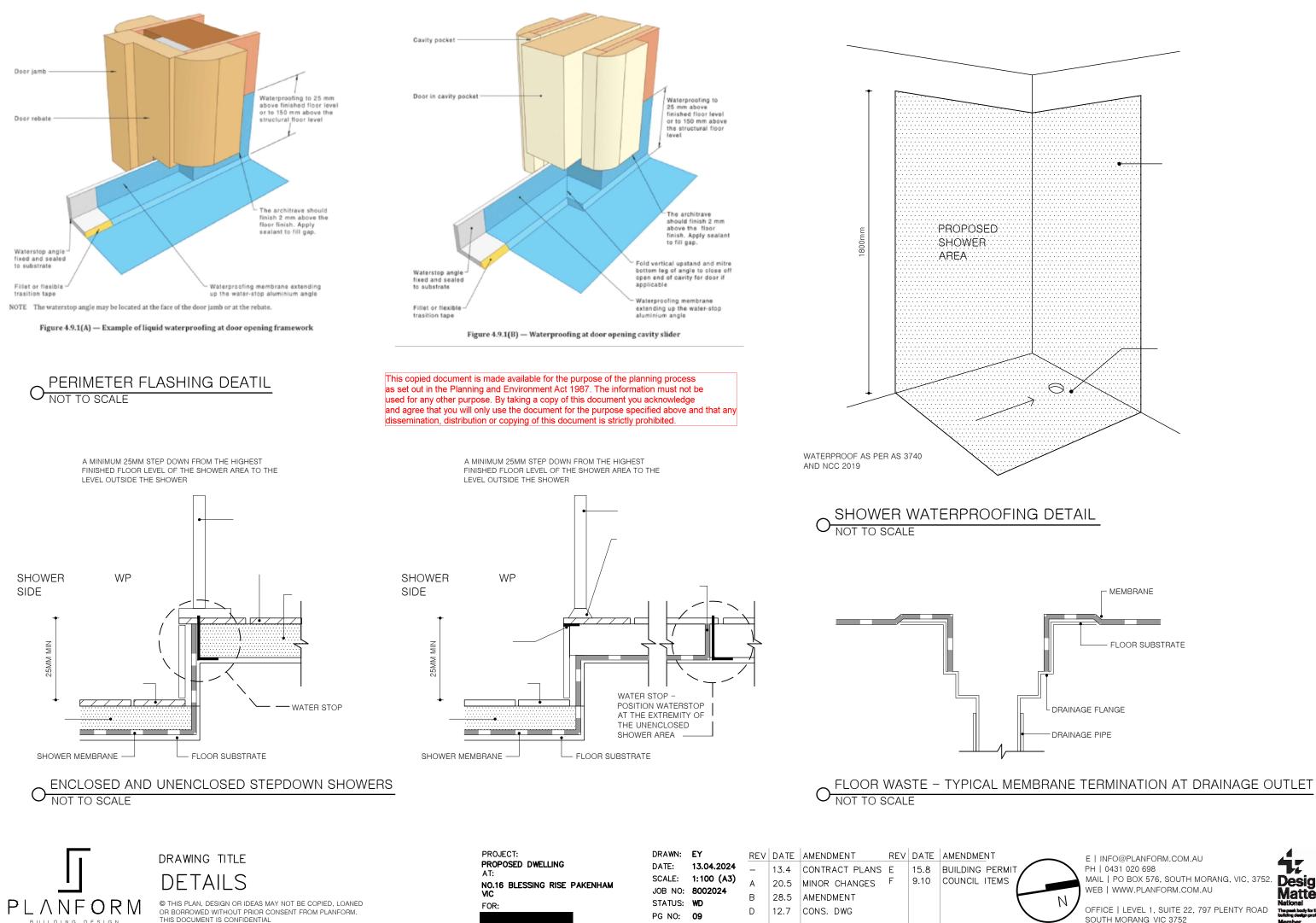


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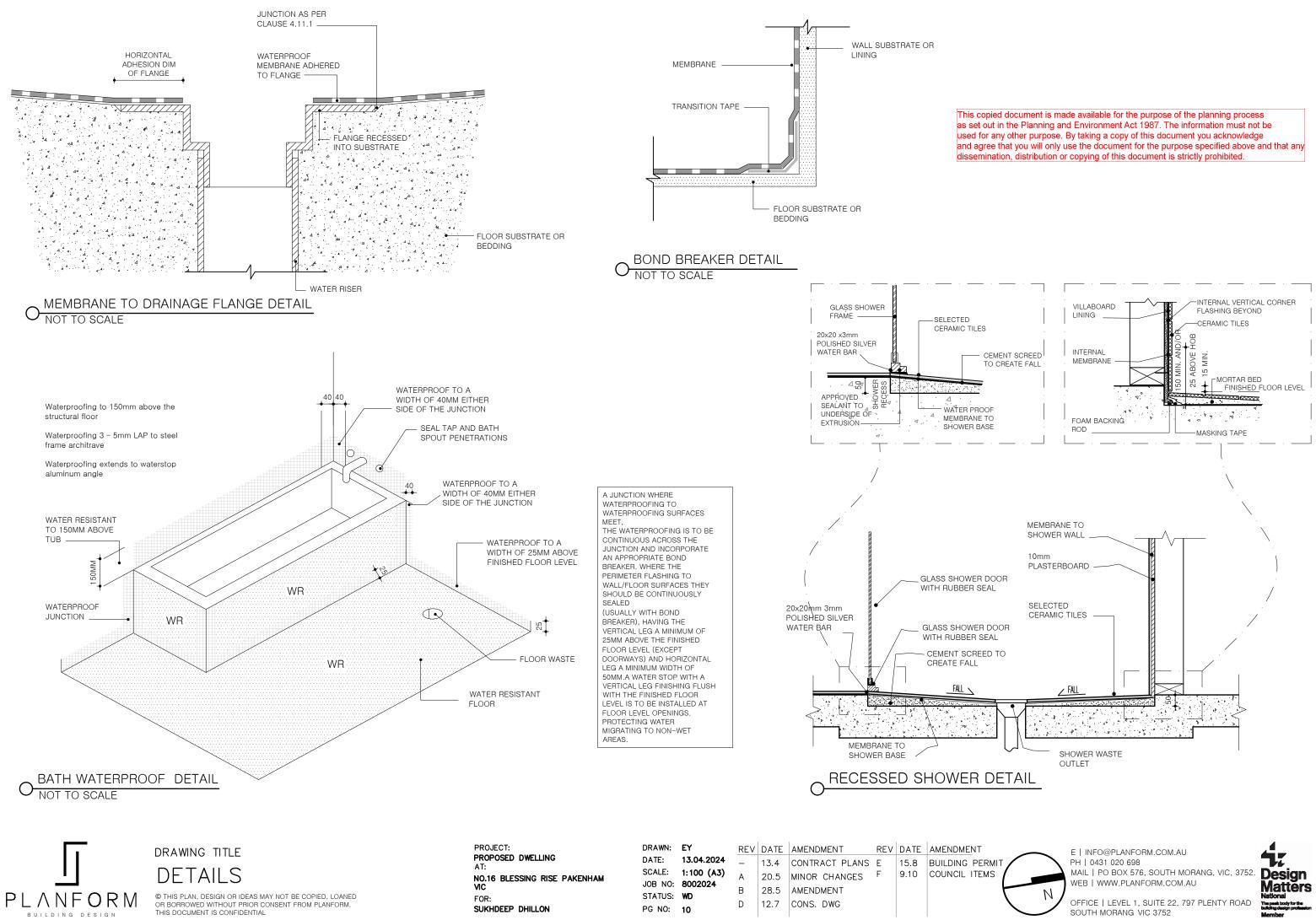


DRAINAGE NOTES: . SITE DRAINAGE SHALL COMPLY WITH NCC 3.1.2 'DRAINAGE' AND AS 3500 'NATIONAL PLUMBING 2. BASE OF CUT GRADED TO SILT PIT AT 1:100 MIN. DRAINS SHALL BE PROTECTED BY GRAVEL FILTERS. 3. TEMPORARY DOWNPIPES CONNECTED TO THE STORMWATER SYSTEM TO BE INSTALLED AS SOON 4. STORMWATER DRAINS ARE INDICATIVE ONLY, DRAINER TO CONNECT TO LEGAL POINT OF GRADE SURFACE AWAY FROM HOUSE



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PC	WER LEGEND	∞	DOUBLE GPO – 300mm	LI	LIGHTING LEGEND		LIGHTING LEGEND		LIGHTING LEGEND		LIGHTING LEGEND		LIGHTING LEGEND		JUNCTION BOX	1200	1200 FLUORO - SINGLE	HE	ATING LEGEND
Ŕ	SINGLE GPO - 300mm	**	DOUBLE GPO - 1100mm	•	40w CEILING LIGHT & BATTEN HOLDER	×	CEILING FAN	1200	1200 FLUORO - DOUBLE	•	CEILING HEATING DUCT (APPROX LOCATION)								
. 🕈	SINGLE GPO - 1100mm	*	DOUBLE GPO - 1350mm	O	8w LED DOWNLIGHT	\mathbf{X}	CEILING FAN WITH LIGHT	<u> </u>	WALL LIGHT BATTEN HOLDER	\square	HEATING UNIT WITH LIGHT & GPO IN CEILING								
. ◄	SINGLE GPO - 1350mm	T	TELEVISION POINT	\bigcirc	OYSTER LIGHT	D-	PARA FLOOD LIGHT - SINGLE	Х	DIMMER LIGHT SWITCH	Ū	THERMOSTAT								
$\overline{\mathbf{x}}$	WEATHERPROOF GPO - EXTERNAL	D	DATA POINT	•	EXTERNAL LIGHT POINT	da	PARA FLOOD LIGHT – DOUBLE	TM	LIGHT TIMER	RA	RETURN AIR								
(RD)	SINGLE GPO - D/WASHER @ 300H		SMOKE DETECTOR	00	HEATER/FAN & LIGHT – 2 GLOBE	2 2 2 2	EXTERNAL SENSOR LIGHT	8	CEILING EXHAUST FAN	E	EVAPORATIVE COOLING DUCT								
$\textcircled{\begin{tabular}{ c c c c } \hline \hline & \hline \hline & \hline \\ \hline & \hline & \hline \\ \hline & \hline & \hline \\ \hline & \hline &$	SINGLE GPO - FOR M/WAVE @ 750H		METER BOX	000	HEATER/FAN & LIGHT - 4 GLOBE	600	600 FLUORO - SINGLE	•	LIGHT SWITCH LOCATION (approx)										
S R	SINGLE GPO - FOR SECURITY SYS.	P	TELEPHONE POINT	X	PENDENT LIGHT	600	600 FLUORO - DOUBLE												

• SA DENOTES LOCATIONS OF SMOKE ALARMS TO BE PROVIDED AND INSTALLED IN ACCORDANCE WITH A.S. 3786-1993 & UNLESS INSTALLED IN AN EXISTING PART OF A CLASS 1, 2 OR 3 BUILDING OR A CLASS 4 PART OF A BUILDING, THE SMOKE ALARM SHALL BE HARD WIRED WITH BATTERY BACKUP.

DRAWING TITLE

PLANFORM

ELECTRICAL

ELECTRICAL NOTE

ALL SYMBOLS AND SYMBOL LOCATIONS ARE INDICATIVE ONLY AND TO BE USED AS A GUIDE ONLY.

SYMBOLS AND LOCATIONS ARE NOT DRAWN TO SCALE.

NOTES: PROVIDE LIGHT & POWER FOR HEATER UNIT WITHIN ROOF SPACE NEAR ROOF ACCESS. PROVIDE POWER POINT WITHIN ROOF SPACE FOR COOLING UNIT. ALL EXTERNAL FITTINGS TO BE WATERPROOF

FMR

88 र्द्र 1200 21 $\overline{\mathbb{R}}$ F ŘĚ ×× Ϋ́ 25 gpo on DW QD Ŕ ceiling \bigcirc ≷ ₽⊕ R.h \bigotimes Ø ⊕ 12Ò0 SHELVES Þ WO 88 0 🛞 MW **%** 88 3 Ø O 0 Ò \bigcirc 88 C Ø 0 MH Ø Å 0 88 ð æ Ø Ø XX(D)(T)XX RAIL & SHELF RAIL & SHELI NFN O B) Ó 0 O • F.S.B. * \propto œ \$0 HWS × H/L WINDOW PROJECT: DRAWN: EY REV DATE AMENDMENT REV DATE AMENDMENT PROPOSED DWELLING DATE: 13.04.2024 13.4 CONTRACT PLANS E 15.8 BUILDING PERMIT _ AT: SCALE: 1:100 (A3) 20.5 MINOR CHANGES F 9.10 COUNCIL ITEMS А NO.16 BLESSING RISE PAKENHAM JOB NO: 8002024 VIC В 28.5 AMENDMENT STATUS: WD © THIS PLAN, DESIGN OR IDEAS MAY NOT BE COPIED, LOANED FOR: 12.7 CONS. DWG OR BORROWED WITHOUT PRIOR CONSENT FROM PLANFORM. THIS DOCUMENT IS CONFIDENTIAL D

PG NO: 11

EF 🖸 DENOTES: CEILING EXHAUST FAN PROVIDE A LIGHT AND AN EXHAUST FAN WHERE NATURAL LIGHTING AND VENTILATION IS NOT PROVIDED WHERE REQUIRED BY LOCAL AUTHORITY, DUCT THE EXHAUST TO THE OUTSIDE.

DUCTED VACUUM

 \odot DUCTED VACUUM UNIT DUCTED VACUUM POINT V (APPROX)

INTERCOM

INT	COLOR INTERCOM MONITOR
DB	DOOR BELL POINT LINKED WITH INTERCOM

2019

ELECTRICAL ANALYSIS TABLE							
	AREA	WATTS PER LIGHT POINT	NO. LIGHTS USED	TOTAL WATTS USED	TOTAL WATTAGE PER SQM		
DWELLING	217.05	8 & 40	8 & 40 49		3.28		
GARAGE	42.34	40	3	120	2.83		
PORCH	3.88	8	1	8	2.06		
LIGHTING NOT TO EXCEED 5 WATTS PER SQUARE METER FOR LIVING AREAS IN ACCORDANCE WITH NCC 2019							
LIGHTING NOT TO EXCEED 3 WATTS PER SQUARE							

METER FOR GARAGE IN ACCORDANCE WITH NCC

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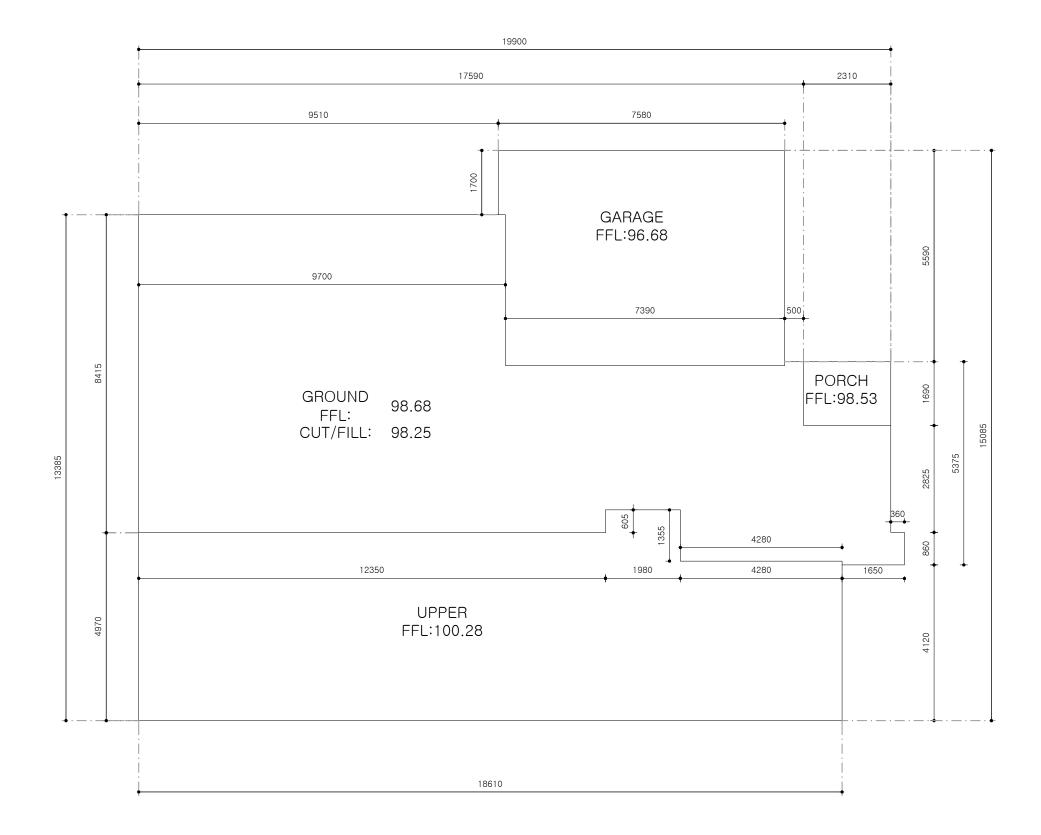


SLAB TYPE:

WAFFLE SLAB.

- ALL PLUMBING PENETRATIONS ARE INDICATIVE ONLY AND NEEDED TO BE ADJUSTED ACCORDINGLY ON SITE AS PER PLUMBERS REQUIREMENT.
- PROVIDE 150mm STEP DOWN TO CONCRETE SLAB FOR TILED BASE SHOWER.
- BASE SHOWER, BATH, SHOWER, VANITY, W.C., SINK FIT OUTS AS PER ITS INSTALLATION SPECIFICATIONS, PLUMBER TO INSTALL FIT OUTS TO THE BEST POSSIBLE LOCATION. CONCRETE TO SET OUT ACCORDING TO FLOOR PLAN, SLAB AND
- ENGINEERING PLAN.

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PROJECT: PROPOSED DWELLING AT: NO.16 BLESSING RISE PAKENHAM VIC FOR

JOB NO: STATUS:	13.04.2024 1:100 (A3) 8002024	REV – A B D	DATE 13.4 20.5 28.5 12.7	AMENDMENT CONTRACT PLANS MINOR CHANGES AMENDMENT CONS. DWG	E	DATE 15.8 9.10	AMENDMENT BUILDING PERMIT COUNCIL ITEMS
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PROPOSED PLANT LIST

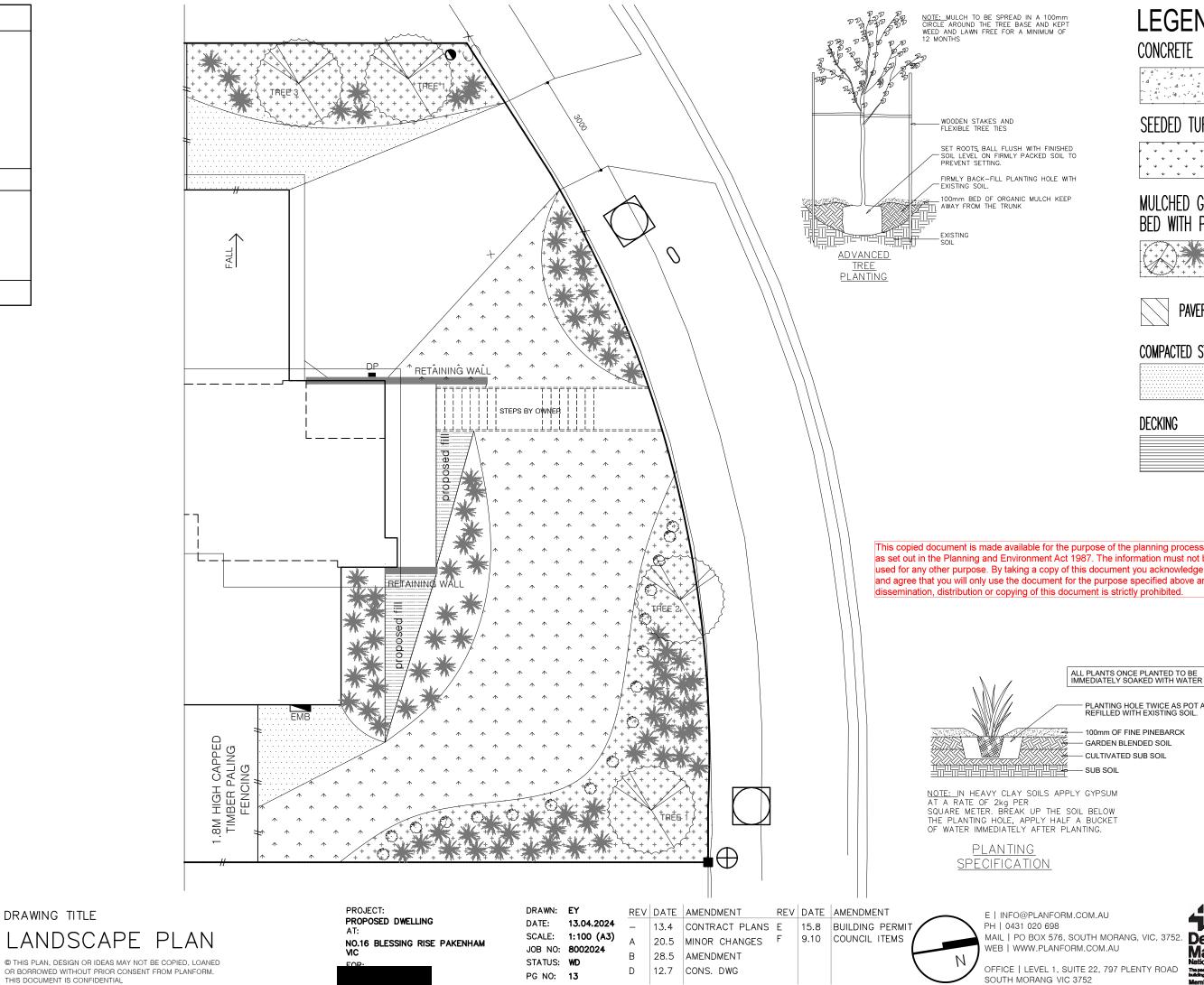
TREE 1: WILLOW MYRTLE minimum mature height of 4m TREE 2: SILVER MYALL minimum mature height of 4m TREE 3: ORNAMENTAL PEAR minimum mature height of 2m

PLANTS TO GARDEN BEDS: -RIVER BOTTLEBRUSH -KANGAROO PAW -WEEPING BOTTLEBRUSH -HILLS FIG

TURF/GRASS: Buffalo Grass

PLANFORM

DRAWING TITLE



LEGEND: CONCRETE



SEEDED TURF









COMPACTED STONES



DECKING

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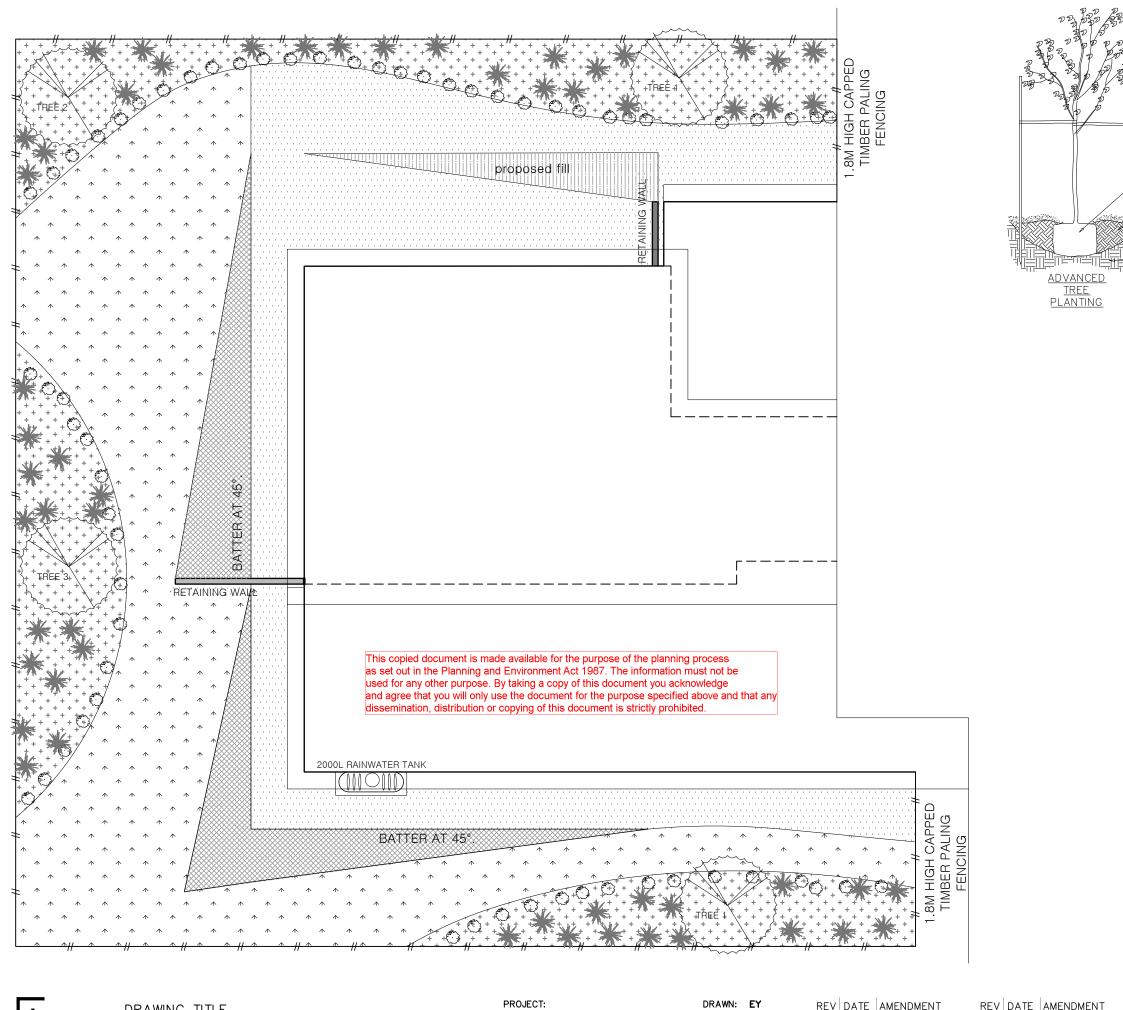
PLANTING HOLE TWICE AS POT AND REFILLED WITH EXISTING SOIL.

100mm OF FINE PINEBARCK GARDEN BLENDED SOIL CULTIVATED SUB SOIL SUB SOIL

NOTE: IN HEAVY CLAY SOILS APPLY GYPSUM AT A RATE OF 2kg PER SQUARE METER. BREAK UP THE SOIL BELOW THE PLANTING HOLE, APPLY HALF A BUCKET OF WATER IMMEDIATELY AFTER PLANTING.

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DRAWING TITLE DRAWING TITLE REAR LANDSCAPE PLAN © THIS PLAN, DESIGN OR IDEAS MAY NOT BE COPIED, LOANED OR BORROWED WITHOUT PRIOR CONSENT FROM PLANFORM. THIS DOCUMENT IS CONFIDENTIAL PROJECT: PROPOSED DWELLING AT: NO.16 BLESSING RISE PAKENHAM VIC FOR:

DRAWN:	EY	REV	DATE	AMENDMENT	REV	DATE	AMENDMENT
	13.04.2024	-	13.4	CONTRACT PLANS	Е	15.8	BUILDING PERMIT
	1:100 (A3) 8002024	А	20.5	MINOR CHANGES	F	9.10	COUNCIL ITEMS
STATUS:		В	28.5	AMENDMENT			t
PG NO:		D	12.7	CONS. DWG			

NOTE: MULCH TO BE SPREAD IN A 100mm CIRCLE AROUND THE TREE BASE AND KEPT WEED AND LAWN FREE FOR A MINIMUM OF 12 MONTHS

_WOODEN STAKES AND FLEXIBLE TREE TIES SET ROOTS BALL FLUSH WITH FINISHED SOIL LEVEL ON FIRMLY PACKED SOIL TO PREVENT SETTING. FIRMLY BACK-FILL PLANTING HOLE WITH ___100mm_BED_OF_ORGANIC_MULCH_KEEP ___AWAY_FROM_THE_TRUNK EXISTING

PROPOSED PLANT LIST

TREE 1: WILLOW MYRTLE minimum mature height of 4m TREE 2: SILVER MYALL minimum mature height of 4m TREE 3: ORNAMENTAL PEAR minimum mature height of 2m

PLANTS TO GARDEN BEDS: -RIVER BOTTLEBRUSH -KANGAROO PAW -WEEPING BOTTLEBRUSH -HILLS FIG

TURF/GRASS: Buffalo Grass

LEGEND: CONCRETE



SEEDED TURF







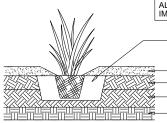


PAVERS

COMPACTED STONES



DECKING



ALL PLANTS ONCE PLANTED TO BE IMMEDIATELY SOAKED WITH WATER

PLANTING HOLE TWICE AS POT AND REFILLED WITH EXISTING SOIL.

- 100mm OF FINE PINEBARCK - GARDEN BLENDED SOIL - CULTIVATED SUB SOIL - SUB SOIL

NOTE: IN HEAVY CLAY SOILS APPLY GYPSUM AT A RATE OF 2kg PER SQUARE METER. BREAK UP THE SOIL BELOW THE PLANTING HOLE, APPLY HALF A BUCKET OF WATER IMMEDIATELY AFTER PLANTING.

> PLANTING SPECIFICATION



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