

# Apply for a planning permit

Before you start



Department  
of Transport  
and Planning

**ADVERTISED**

**PLAN**

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## Are you in the right place?

Only applications where the [Minister for Planning is the responsible authority](#) are to be lodged through this portal.

Check the schedule to Clause 72.01 of your [local planning scheme](#) to see which responsible authority issues planning permits for your location.

## You will need these documents to submit this application:

- A full, current copy of title information for each individual parcel of land forming the subject site.
- A plan of existing conditions.
- Plans showing the layout and details of the proposal.
- Any information required by the planning scheme, requested by DTP or outlined in a DTP planning permit checklist.
- If required, a description of the likely effect of the proposal.
- If applicable, a current Metropolitan planning Levy certificate.

Fees will apply for this application - [find out about fees for planning applications](#). You need to pay all fees or request a fee waiver before you submit. We accept Credit Card payments online and support EFT payments.

This application will automatically save as you enter information.

## Contact details

### Applicant details

Is the applicant a person or organisation?	Organisation
Organisation name	Echelon Planning
Business phone number	0488373925
Email	antony@echelonplanning.com.au
Address type	Street address
Street address	

**Unit type**

**Level number**

**Site or building name**

**Street number** 3

**Street name** Prentice Street

**Suburb** Brunswick

**Postcode** 3056

**State** VIC

## **Owner details**

**The owner is the applicant** No

**Is the owner a person or organisation?** Organisation

**Organisation name** SALESIAN SOCIETY (VIC) INC of 1A VENTNOR STREET  
CHADSTONE VIC 3148

**Business phone number** 98319528

**Email** pknight@salesian.vic.gov.au

**Address type** Street address

## **Street address**

**Unit type**

**Level number**

**Site or building name**

**Street number** 1A

**Street name** Ventnor Street

**Suburb** Chadstone

**Postcode** 3148

**State** VIC

## Preferred Contact

**First name** Antony

**Last name** Duffill

**Mobile** 0488373925

**Work phone**

**Organisation** Echelon Planning

**Job title** Associate Director

**Email** antony@echelonplanning.com.au

**Address type** Street address

### Street address

**Unit type**

**Level number**

**Site or building name**

**Street number** 3

**Street name** Prentice Street

**Suburb** Brunswick

**Postcode** 3056

**State** VIC

## Pre-application meeting details

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**Have you submitted a pre-application meeting request already for this site?** No

## Land details

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**Planning scheme** Monash

## Location

**Location type** Street address

### Street address

**Unit type**

**Level number**

**Site or building name**

**Street number** 2B

**Street name** Swanson Street

**Suburb** Chadstone

**Postcode** 3148

**State** VIC

## Application details

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**Describe your proposal** Building and works and expansion of use for an existing Education centre

**Is this application a combined S96A application (i.e. a combined amendment and planning permit application)?** No

**What is the application trigger?** Other

**Please specify the provision or clause the application is required under (if known)?** 32.08-2 and 32.08-10

**Please select the application category** One or more new buildings

**Enter the estimated cost of any development for which the permit is required** \$13000000.00

**What is the current land use?** Education Centre

**Describe how the land is used and developed now** Education centre

**Does this application look to change or extend the use of this land?** Yes

**What is the proposed land use?** Education Centre

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

## Additional details

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**Does this application involve the creation or removal of dwellings?** No

**Does the application involve native vegetation removal?** No

**Does this application involve the creation or removal of lots?** No

**Does the activity require preparation of a Cultural Heritage Management Plan (CHMP)?** No

## Supporting documents

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The following supporting documents must be submitted with this application, preferably in PDF or Word format

- A full, current copy of title information for each individual parcel of land forming the subject site.
- A plan of existing conditions.
- Plans showing the layout and details of the proposal.
- Any information required by the planning scheme, requested by DTP or outlined in a DTP planning permit checklist.
- If required, a description of the likely effect of the proposal (for example, traffic, noise, environmental impacts).

- If applicable, a current Metropolitan planning Levy certificate (a levy certificate expires 90 days after the day on which it is issued by the State Revenue Office and then cannot be used).

<b>Supporting documents</b>	240509_Salesian Mannix_Civil Engineering Drawings.pdf
	240509_Salesian Mannix_SMP.pdf
	240509_Salesian Mannix_Title.pdf
	240509_Salesian Mannix_Combined Plans.pdf
	240509_Salesian Mannix_Cover letter.pdf
	240509_Salesian Mannix_Waste Management Plan.pdf
	240509_Salesian Mannix_Landscape.pdf
	240509_Salesian Mannix_Arborist Report.pdf
	240509_Salesian Mannix_MPL25768.pdf
	240509_Salesian Mannix_Planning Report.pdf
	240509_Salesian Mannix_Traffic Impact Assessment.pdf
	240509_Salesian Mannix_WSUD.pdf

### 3D digital model

A 3D digital model will assist to clearly communicate your application's intentions and enhance the review process. We encourage and recommend submitting a 3D digital model as part of your application.

- **Mandatory** formats: **FBX, OBJ, 3DM**; Optional supplementary formats: RVT, IFC
- Triangle count under five million per development.
- Unit scale in metric.
- The maximum file size is 250 MB.
- Please refer to the [technical guidance for submission](#) to check your model meets all specifications. We will request a re-submission of the 3D digital model if the specifications are not met.
- If you are unable to submit your 3D digital model, contact [visualisation@delwp.vic.gov.au](mailto:visualisation@delwp.vic.gov.au) for assistance.

### 3D digital model

## Fees and payment

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[View planning and subdivision fees](#)

### Fee

<b>Fee type</b>	Applications for permits under section 47 of the Planning and Environment Act 1987 (regulation 9)
<b>Class</b>	14
<b>Fee amount</b>	\$9341.30
<b>Fee description</b>	To develop land (other than a class 8 or a permit to subdivide or consolidate land) if the estimated cost of development is more than \$5,000,000 and not more than \$15,000,000

### Fee

<b>Fee type</b>	Applications for permits under section 47 of the Planning and Environment Act 1987 (regulation 9)
<b>Class</b>	1
<b>Fee amount</b>	\$1415.10
<b>Fee description</b>	Use only

The total amount is calculated as the highest fee plus 50% of the remainder of the fees.

**Total amount to pay** \$10048.85

**Payment method** EFT

**BSB** 033-875

**Account and reference number** 170074841

**EFT confirmation** I confirm that the fee has been paid via EFT

## Submit

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**Applicant declaration** I declare that I am or represent the applicant; that all the information in this application is true and correct; and that the owner (if not myself) has been notified of the application

### Privacy statement

The Department of Transport and Planning (DTP) is committed to protecting personal information provided by you in accordance with the principles of the Victoria privacy laws. The information you provide will be used for the following purposes:

- correspond with you about your application
- if necessary, notify affected parties who may wish to inspect your proposal so that they can respond
- if necessary, forward your application to a referral authority.

Your contact details may be used by DTP or its contracted service providers under confidentiality agreements to survey you about your experience with DTP.

The information you provide may be made available to:

- any person who may wish to inspect your proposal until the process is concluded
- relevant officers in DTP, other Government agencies or Ministers directly involved in the planning process

- persons accessing information in accordance with the Public Records Act 1973 or the Freedom of Information Act 1982.

If all requested information is not received, DTP may be unable to process your request.

You may access the information you have provided to DTP by contacting [Development approvals](#)



# Metropolitan Planning Levy (MPL)

## Certificate

SALESIAN COLLEGE CHADSTONE

Certificate Number: MPLCERT25768

10 Bosco ST Chadstone VIC 3148

Issue Date: 3 April 2024

**Expiry Date: 2 July 2024**

### PART 1 - APPLICANT DETAILS

#### Details of person who applied for this Certificate:

**Name:** SALESIAN COLLEGE CHADSTONE  
**Address:** 10 Bosco ST Chadstone VIC 3148  
Chadstone  
AUSTRALIA

### PART 2 - LEVIABLE LAND DETAILS

#### Address of land to which the Metropolitan Planning Levy applies:

**Street Address:** 2B Swanson ST  
Monash VIC 3148

#### Formal Land Description:

**Vol/Folio:** **Lot/Plan:** B/PS523467 **Block/Subdivision:**

**Crown Reference:**

**Other:**

**Municipality:** Monash City Council

**Estimated Cost of Development:** \$13,000,000

### PART 3 - MPL PAYMENT DETAILS

**MPL Application ID:** MPL25768

**MPL Paid:** \$16,900.00

**MPL Payment Date:** 26 March 2024

### PART 4 - CERTIFICATION

The Commissioner of State Revenue confirms that the whole of the amount of the MPL has been paid in respect of the estimated cost of development.

**Paul Broderick**  
Commissioner of State Revenue

## PART 5 – EXPLANATORY NOTES

### General

- The Metropolitan Planning Levy (MPL) is imposed for the privilege of making a leviable planning permit application.
- A leviable planning permit application is an application made to a responsible authority or planning authority under sections 47 and 96A of the *Planning and Environment Act 1987* (PEA) for a permit required for the development of land in metropolitan Melbourne, where the estimated cost of the development for which the permit is required exceeds the threshold amount (see MPL threshold amount).
- As a statutory requirement of making a leviable planning permit application, the applicant must give the responsible authority or planning authority a current MPL Certificate. The estimated cost of development stated in the MPL Certificate must be equal to or greater than the estimated cost of the development stated in the leviable planning permit application. If an applicant fails to comply with this requirement, the application for the leviable planning permit is void.
- The applicant for the leviable planning permit application is liable for the MPL.
- The Commissioner of State Revenue (Commissioner) has the general administration of the MPL.

### MPL threshold amount

- The threshold amount is \$1 million for the 2015-2016 financial year.
- For the financial year beginning on 1 July 2016 and each subsequent financial year, the Consumer Price Indexed (CPI) adjusted threshold amount will be calculated in accordance with section 96R of the PEA.
- On or before 31 May each year, the Commissioner must publish the CPI adjusted threshold amount for the following financial year on the SRO website.

### How MPL is calculated

- The amount of MPL is \$1.30 for every \$1000 of the estimated cost of the development for which the leviable planning permit is required.
- If the estimated cost of the development for which the leviable planning permit is required is not a multiple of \$1000, the estimated cost is to be rounded up or down to the nearest \$1000 (and, if the amount by which it is to be rounded is \$500, it is to be rounded up).

### Notification and Payment of MPL to the Commissioner

- Before making a leviable planning permit application, the applicant must submit a completed Application for Metropolitan Planning Levy (MPL) Certificate and pay the whole MPL amount to the Commissioner. This Application must state the estimated cost of the development and any other information required by the Commissioner.
- If, after the Commissioner has issued a MPL Certificate which has not expired (see MPL Certificate), and the estimated cost of the development increases before the leviable planning permit application is made, the applicant must submit an Application for Metropolitan Planning Levy (MPL) Certificate (*Revised*) and pay the whole additional MPL amount to the Commissioner. This revised Application must state the increased estimated cost of the development and any other information required by the Commissioner.

### MPL Certificate

- The Commissioner must issue a MPL Certificate if he is satisfied that the whole amount of the MPL has been paid in respect of the estimated cost of the development.
- Subject to section 96U(3) of the PEA, a MPL Certificate expires 90 days after the day on which it is issued.

### Revised MPL Certificate

- The Commissioner must issue a revised MPL Certificate if:
  - the Commissioner has issued a MPL Certificate, which has not expired;
  - the estimated cost of the development increases before the application for a leviable planning permit is made; and
  - he is satisfied that the whole amount of the MPL has been paid in respect of the increased estimated cost of the development.
- The Commissioner may also issue a revised MPL Certificate to:
  - Correct any error in the information listed in the MPL Certificate (except the estimated cost of development as explained below), or
  - the estimated cost of the development stated in the MPL Certificate is different from the estimated cost of the development stated in the Application for Metropolitan Planning Levy (MPL) Certificate lodged by the applicant.
- A revised MPL Certificate expires 90 days after the day on which it is issued.

### Refund of MPL

- The only circumstance under which a person who has paid a MPL is entitled to a refund is where there has been a mathematical error in calculating the amount of the MPL by reference to the estimated cost of the development stated in the original or revised Application for Metropolitan Planning Levy (MPL) Certificate. Other than that, a person who has paid a MPL is not entitled to a refund of the whole or any part of the MPL.

### Certificate number

- The Certificate number is on the top right corner on the front of this Certificate.
- Quoting this Certificate number will give you access to information about this Certificate and enable you to enquire about your application by phone.
- You should quote this number in any correspondence.

For more Metropolitan Planning Levy information please contact the State Revenue Office:

<b>Mail</b> State Revenue Office, GPO Box 4376, MELBOURNE VIC 3001 or DX260090 Melbourne	<b>Internet</b> <a href="http://www.sro.vic.gov.au">www.sro.vic.gov.au</a> <b>Email</b> <a href="mailto:mpl@sro.vic.gov.au">mpl@sro.vic.gov.au</a> <b>Phone</b> 13 21 61 (local call cost) <b>Fax</b> 03 9628 6856
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**REGISTER SEARCH STATEMENT (Title Search) Transfer of  
Land Act 1958**

Page 1 of 1

VOLUME 10840 FOLIO 825

Security no : 124113592478T  
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**LAND DESCRIPTION**

Lot B on Plan of Subdivision 523467H.  
PARENT TITLE Volume 10671 Folio 342  
Created by instrument PS523467H 12/11/2004

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Sole Proprietor  
SALESIAN SOCIETY (VIC) INC of 1A VENTNOR STREET CHADSTONE VIC 3148  
PS523467H 12/11/2004

**ENCUMBRANCES, CAVEATS AND NOTICES**

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

AGREEMENT Section 173 Planning and Environment Act 1987  
AC971184E 09/07/2004

**DIAGRAM LOCATION**

SEE PS523467H FOR FURTHER DETAILS AND BOUNDARIES

**ACTIVITY IN THE LAST 125 DAYS**

NIL

DOCUMENT END



# Imaged Document Cover Sheet

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**AC971184E**  
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 Section 181

**Form 13**

**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:

Name: Armstrong Ross

Phone: (03) 9754 7100

Address: Suite 1, 1693A Burwood Highway  
BELGRAVE VIC 3160

code: 1500W

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

Land: Volume 10671 Folio 342

Authority: Monash City Council  
293 Springvale Road  
GLEN WAVERLEY VIC 3150

Section and Act under which agreement made: Section 173 Agreement  
**Planning and Environment Act 1987**

A copy of the Agreement is attached to this Application.

Signature for the Authority:

Position held:

COORDINATOR STATUTORY PLANNING

Name of Officer:

BRIAN GOYEN

Date: 30<sup>th</sup> June 2004.

Q  
9/7/04

DAC971184E-1-7

PLANNING AND ENVIRONMENT ACT 1987

**CITY OF MONASH**

AND

**SALESIAN SOCIETY (VIC) INC**

**SECTION 173 AGREEMENT**



DAC971184E-2-5

ARMSTRONG ROSS  
Barristers and Solicitors  
Suite 1, 1693A Burwood Highway  
BELGRAVE VIC 3160  
DX 16002 BELGRAVE

TEL: (03) 9754 7100  
FAX: (03) 9752 5033  
E-MAIL:lawyers@armstrongross.com.au  
REF: JAW:8544

**AC971184E**

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THIS AGREEMENT is made the *30<sup>th</sup>* day of *June* 2004.

**BETWEEN:**

**CITY OF MONASH** of 293 Springvale Road, Glen Waverley in the State of Victoria (hereinafter called "the Responsible Authority"); and

**SALESIAN SOCIETY (VIC) INC** of 1A Ventnor Street, Chadstone in the State of Victoria (hereinafter called "the Owner")

**WHEREAS:**

1. The Owner is registered or entitled to be registered by the Registrar of Titles as the proprietor of an estate in fee simple in the land situate at 1A Ventnor Street, Chadstone being the land comprised in Certificate of Title Volume 10671 Folio 342 (hereinafter called "Subject Land").
2. The Responsible Authority is the Responsible Authority pursuant to the Act for the Monash Planning Scheme (hereinafter called "the Planning Scheme").
3. On the 24th day of November 2003 the Responsible Authority issued Planning Permit No. 30046 ("Planning Permit") allowing the Owner to sub-divide the Subject Land into 35 lots in accordance with plans to be endorsed under condition 1 of the Planning Permit. Condition 5 of the Planning Permit requires the Owner to enter into this Agreement to provide for the matters set out in that condition. A copy of the Planning Permit is attached to this Agreement and marked "A".
4. 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 shall be treated as being an agreement entered into pursuant to Section 173 Agreement of the Act and the obligations of the Owner under this Agreement are obligations to be performed by the Owner as conditions subject to which the Subject Land may be used and developed for specific purposes.

**AC971184E**

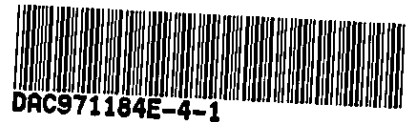
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5. The parties enter into this Agreement:
- (a) to give effect to the requirements of the Planning Permit; and
  - (b) to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

**NOW IT IS AGREED AS FOLLOWS:**

1. IN this Agreement unless inconsistent with the context or subject matter:-
- (a) The Owner makes each of the covenants to be performed by it, or on its behalf and on behalf of the Owner or Owners from time to time hereafter of the Subject Land and of every part thereof ; and
  - (b) "Owner" shall mean the owner for the time being of the Subject Land and the person or persons entitled from time to time to be registered by the Registrar of Titles as the proprietor of and estate in fee simple in the Subject Land or any part thereof and includes a Mortgagee in possession.
  - (c) "Planning Permit" means the Planning Permit referred to in recital 3.
  - (d) "Endorsed Plan" means the plan endorsed with the stamp of the Responsible Authority from time to time as the plan which forms part of the Planning Permit.
  - (e) "lot" means a lot on the Endorsed Plan.
  - (f) "Act" means the Planning and Environment Act 1987;
  - (g) "Agreement" means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement.



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- (h) "Conservation Plan" means the plan prepared in accordance with condition 4 of the Planning Permit and approved by the Responsible Authority.
- (i) "Heritage Building" means the dwelling which exists on the Subject Land as at the date of this Agreement.
- (j) "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.
- (k) "party or parties" means the Owner and the Responsible Authority under this agreement as appropriate.
- (l) "Works" has the same meaning as in the Act.
- (m) The singular includes the plural and vice versa.
- (n) A reference to a gender includes a reference to each other gender.
- (o) A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
- (p) If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- (q) 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 meaning as defined in the Act.
- (r) 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.
- (s) The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.

2. THIS Agreement shall come into operation on the date it is signed.

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3. The Owner covenants and agrees that:
  - (a) the Owner must not remove or demolish any part of the Heritage Building from the Subject Land except for any additions as show on the Conservation Plan, to the satisfaction of Council;
  - (b) the Heritage Building must only be used for residential purposes; and
  - (c) all Works on the Subject Land, including refurbishment of the Heritage Building, must be completed within two (2) years from registration of the Endorsed Plan, in accordance with the Conservation Plan and to the satisfaction of the Responsible Authority.
  
4. The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land provided that if the Subject Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.
  
5. The owner further covenants and agrees that the Owner will immediately pay to the Responsible Authority, the Responsible Authority's reasonable costs and expenses (including legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement which are and until paid will remain a debt due to the Responsible Authority by the Owner.
  
6. THE Owner further covenants and agrees that the Owner will bring this Agreement to the attention of all prospective purchasers, lessees, mortgagees, chargees, transferees and assigns.

7. THE Owner further covenants and agrees that -

- (a) the Owner will do all things necessary to give effect to this Agreement;



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- (b) the Owner will consent to the Responsible Authority 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 Responsible Authority to do so including signing any further agreement acknowledgement 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.
  
- 8. Without limiting the operation or effect that this Agreement has, the Owner must ensure that, until such time as a memorandum of this Agreement is registered on the title to the Subject Land, successors in title shall be required to:
  - (a) give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
  - (b) execute a deed agreeing to be bound by the terms of this Agreement.
  
- 9. 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.
  
- 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.
  
- 11. 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.



DAC971184E-7-6

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

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first hereinbefore written.

THE COMMON SEAL of MONASH CITY COUNCIL was affixed on behalf of Council by authority of the Chief Executive Officer on the 30th day of JUNE 2004 in exercise of the Administrative Procedures (Use of Common Seal) Local Law in the presence of:



*[Handwritten signature]*

*[Handwritten signature]*

Manager Corporate Administration

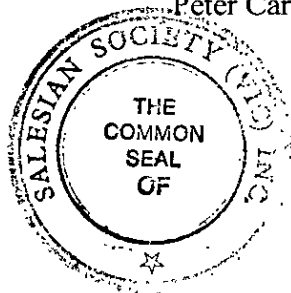
SIGNED SEALED AND DELIVERED for SALESIAN SOCIETY (VIC) INC by Peter Carroll in the presence of:



*[Handwritten signature]*  
Witness

*[Handwritten signature]*  
Peter Carroll

PAUL J ADAMS  
Name (please print)



AC971184E  
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**"A"**

**This is a copy of the Planning Permit referred to  
in paragraph 3 of the attached Section 173 Agreement  
between the City of Monash as the Responsible Authority  
and Salesian Society (Vic) Inc as the Owner**



**DAC971184E-9-2**

**AC971184E**

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**PLANNING  
PERMIT**

Permit No.: **30046 Amended**  
Planning Scheme: **Monash Planning Scheme**  
Responsible Authority: ***Monash City Council***

**ADDRESS OF THE LAND**

1A Ventnor Street, Chadstone



**THE PERMIT ALLOWS**

A 35 lot subdivision and partial demolition of the heritage building

**THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT**

1. Before the development starts, three copies of an amended plan/plans drawn to scale and dimensioned, must be submitted to and approved by the Responsible Authority. When approved the plans will be endorsed and will then form part of the permit.

The plans must be generally in accordance with the plans submitted with the application, or some other specified plans, but modified to show:

- a) the provision of 3.6% of the land (approximately 687 square metres) for public open space in the vicinity of lots 24 and 32 allowing for the retention of 3 Deodar cedars, 1 Atlas Cedar, 1 Swamp Mahogany and 1 Bosnian Pine (identified as trees numbered 1, 2, 6, 7, 8, and 11 in the arboricultural report), retention of the historic shed associated with Maroney House, and creation of a pedestrian linkage from Ventnor Street to the new accessway;
- b) retention of additional vegetation as follows:
  - the trees and shrubs on the western boundary located within lots 25, 26, 27, 28 and 29;
  - the Brush Box located within lot 31 (identified as tree number 4 in the arboricultural report); and
  - trees located within lot 30 (identified as trees numbered 71, 72 and 73 in the arboricultural report);
- c) lots 30 and 32-34 reduced in area to no more than 500 square metres;
- d) details of the restriction contained in condition 3 of this permit;

**Date issued:**  
24 November 2003  
Amended (conditions 1a, 1b, 1c, 1f, 1h, 1i, 1k, 3, 6, 15 & 21)  
2 April 2004  
Amended (condition 3)  
5 May 2004

**Signature for the  
Responsible Authority:**

**AC971184E**

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# PLANNING PERMIT

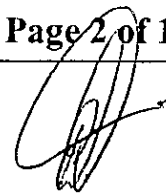
No. 30046

- e) the 'T' head road layout off Ventnor Street modified to a 'Y' head and designed to comply with Council standards for garbage truck movement;
  - f) the provision of 5 parallel car parking spaces adjacent to lots 32 – 34, to measure 6 metres long by 2.3 metres wide and setback 1 metre from the southern boundary;
  - g) areas within the main accessway to be set aside for collection of household garbage from lots 2, 3, 12, 13, 14, 15, 16, 17 and 18;
  - h) areas within the Ventnor Street extension to be set aside for collection of household garbage from lots 30 to 35 inclusive;
  - i) the overland flow path as per condition 6 of this permit designated as a Drainage Easement;
  - j) details of the traffic islands required in condition 20 of this permit;
  - k) accurate details of the location of new vehicle crossings, including those to Swanson Crescent which must have a minimum setback of 3 metres from the existing Lophostemon conferta street trees and 1 metre from other services, and that of lot 24 which must be to the west of the lot;
  - l) full details of the proposed street tree planting and landscaping of the public open space reserve, including species and size at planting;
  - m) the planting of one new canopy tree species in the rear of each lot excluding lots where existing trees are retained.
  - n) The provision of 2 metre high paling fencing along the full length of the common (western) boundary with Nos. 12, 14 and 16 Swanson Crescent, subject to agreement with the abutting owners.
  - o) Accurate details of the proposed intersection with Swanson Crescent allowing for the retention of the Lophostemon conferta street tree outside 16 Swanson Crescent.
2. The subdivision as shown on the endorsed plans must not be altered without the prior written consent of the Responsible Authority.
  3. The plan of subdivision submitted for certification must include a Creation of Restriction to cover the following matters:
    - Only one dwelling to be erected on each allotment.
    - The maximum height of a single-storey wall is 3.6 metres and a double-storey wall is 7.2 metres (above the natural surface of the ground directly below it).

Page 2 of 12

**Date issued:**  
**24 November 2003**  
**Amended (conditions 1a, 1b, 1c, 1f, 1h, 1i, 1k, 3, 6, 15 & 21)**  
**2 April 2004**  
**Amended (condition 3)**  
**5 May 2004**

**Signature for the  
 Responsible Authority:**




DAC971184E-11-3

**AC971184E**

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# PLANNING PERMIT

No. 30046

- The garages of lots 3, 12, 17, 18 and 35 are to be located and designed to enable vehicles to turn around on-site and exit in a forwards direction.
- Vehicle access to all lots to be constructed only in accordance with the plans endorsed under this permit.
- No fencing is permitted to be constructed between the front boundary and the building line on lots 1 – 24 inclusive and 30 – 35 inclusive.
- The maximum height for front fencing on lots 25 – 29 inclusive is 1.2 metres.
- Side boundary fencing is to be constructed of quality materials comprising treated pine palings with exposed posts and capping across the top of the palings to a maximum height of 1.8 metres.
- Each allotment to have the following setback restrictions from the boundaries:

Lot 1

dwelling – 5 metres from the front

3 metres from the south for single-storey walls

4 metres from the south for double-storey walls

3 metres from the rear for single-storey walls

5 metres from the rear for double-storey walls

garage – 5.5 metres from the front

Lot 2

dwelling – 5 metres from the front

3 metres from the rear for single-storey walls

5 metres of from the rear for double-storey walls

garage – 5.5 metres from the front

Lot 3

dwelling – 5 metres from the front

3 metres from the west for single-storey walls

5 metres from the west for double-storey walls

garage – 5.5 metres from the front

Lot 4

dwelling – 6 metres from the front

2 metres from the west

garage – 5.5 metres from the side



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**Date issued:**  
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**5 May 2004**

**Signature for the  
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**AC971184E**





# PLANNING PERMIT

No. 30046

Lots 11 and 19  
dwelling – 6 metres from the front  
2 metres from the east  
garage – 5.5 metres from the side

Lots 5-10 and 20-22 inclusive  
dwelling – 6 metres from the front  
garage – 6.5 metres from the front

Lot 12  
dwelling – 5 metres from the front  
3 metres from the east for single-storey walls  
5 metres from the east for double-storey walls  
garage – 5.5 metres from the front

Lots 13 – 16 inclusive  
dwelling – 5 metres from the front  
3 metres from the rear for single-storey walls  
5 metres from the rear for double-storey walls  
garage – 5.5 metres from the front

Lot 17  
dwelling – 5 metres from the front  
3 metres from the rear for single-storey walls  
5 metres from the rear for double-storey walls  
3 metres from the south side for single-storey walls  
5 metres from the south side for double-storey walls  
garage – 5.5 metres from the front

Lot 18  
dwelling – 5 metres from the front  
3 metres from the south side for single-storey walls  
5 metres from the south side for double-storey walls  
garage – 5.5 metres from the front



DAC971184E-13-1

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**Date issued:**  
24 November 2003  
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2 April 2004  
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5 May 2004

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**AC971184E**

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# PLANNING PERMIT

No. 30046

Lot 23

dwelling – 6 metres from the front  
3 metres from the reserve  
garage – 6.5 metres from the front



Lot 24

dwelling – 6 metres from the front  
3 metres from the rear for single-storey walls  
5 metres from the rear for double-storey walls  
3 metres from the reserve  
garage – 6.5 metres from the front

Lot 25

dwelling – 7.5 metres from the front for single-storey walls  
9.5 metres from the front for 50 % of double-storey walls  
3 metres from the north for single-storey walls  
4 metres from the north for double-storey walls  
3 metres from lot 31 for single-storey walls  
5 metres from lot 31 for double-storey walls  
garage – 5.5 metres from the north

Lots 26 & 27

dwelling – 7.5 metres from the front for single-storey walls  
9.5 metres from the front for 50 % of double-storey walls  
3 metres from the rear for single-storey walls  
5 metres of from the rear for double-storey walls  
garage – 8 metres from the front

Lots 28 & 29

dwelling – 7.5 metres from the front for single-storey walls  
9.5 metres from the front for 50 % of double-storey walls  
garage – 8 metres from the front

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**Date issued:**  
24 November 2003  
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5 May 2004

**Signature for the  
Responsible Authority:**

**AC971184E**

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# PLANNING PERMIT

No. 30046

Lots 30, 32 and 33

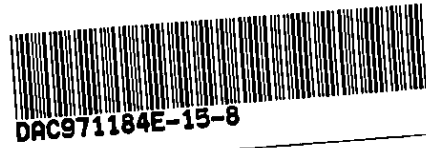
dwelling – 6 metres from the front  
garage – 6.5 metres from the front

Lot 34

dwelling – 5 metres from the front  
garage – 5.5 metres from the front

Lot 35

dwelling – 5 metres from the front  
3 metres from the south for single-storey walls  
5 metres from the south for double-storey walls  
garage – 5.5 metres from the front



4. Prior to the issue of a Statement of Compliance, a Conservation Plan must be submitted to Council to demonstrate how the original appearance of the heritage place will be recovered following removal of the chapel and additions at the rear. It must also include modifications for use as a residential dwelling, provision for on-site car parking facilities, the location of secluded private open space, fencing, and landscaping to visually buffer the surrounding development.
5. Prior to the Certification of a Plan of Subdivision pursuant to this permit, the owner of the land must enter into an agreement with the Responsible Authority under Section 173 of the Planning and Environment Act 1987. In addition to the usual mechanical provisions, the agreement must provide for the following:
  - The heritage building will not be demolished except for unsympathetic additions as per the approved conservation plan.
  - The heritage building will only be used for residential purposes.
  - The refurbishment of the heritage building and grounds, detailed in the conservation plan, is to be completed within 2 years of the registration of the Plan of Subdivision;
  - The costs of the Responsible Authority in relation to the agreement are to be borne by the owner.

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**Date issued:**  
 24 November 2003  
 Amended (conditions 1a, 1b, 1c, 1f, 1h, 1i, 1k, 3, 6, 15 & 21)  
 2 April 2004  
 Amended (condition 3)  
 5 May 2004

Signature for the  
Responsible Authority:

**AC971184E**



# PLANNING PERMIT

No. 30046



DAC971184E-16-1

6. The owner must submit plans for the stormwater drainage prepared by a suitably qualified engineer to Council's Engineers. The stormwater drainage is to be directed as follows (or otherwise to the satisfaction of Council):
  - The northern section of the subdivision is to be drained via a retention system to the 1950mm drain within the Monash Freeway road reserve to the satisfaction of Council and the Responsible Authorities. The drainage system is to be designed to cater for flows for storm events up to the 1% ARI storm event. A 3 metre wide Drainage Easement is to be created within lot 3 to allow overland flows to drain into the retarding basin. Fencing of the Drainage Easement is to be provided at full cost to the developer to the satisfaction of Council. Drainage easements are to be created over the outfall drain and retarding basin in favour of the City of Monash.
  - The southern section of the subdivision is to be drained to the south-west to the Council's underground drainage system in Oakpark Drive to Council's satisfaction. The drainage system is to be designed to cater for flows for storm events up to the 1% ARI storm event, with an overflow path into the Council's reserve immediately west of No. 2 Oakpark Drive.
7. Litter traps are to be installed upstream of the connection into Council's underground drainage system to prevent silt etc from entering into Council's existing drainage system.
8. A site management plan to prevent silt and other pollutants from entering into the underground drainage system is to be approved by Council and maintained during the works.
9. Roadworks and drainage must be constructed in accordance with plans and specifications to the satisfaction of the Responsible Authority, and must include:
  - a) fully sealed pavement with SM2 kerb and channel, 6.1 metres back to back;
  - b) 125mm depth concrete footpaths along the north side of the main accessway;
  - c) underground drains.
10. Prior to a Statement of Compliance being issued in respect of the subdivision the owner must:
  - (a) fully construct all new streets with fully sealed pavement, footpaths and underground drains in accordance with plans and specifications approved by Council;

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**Date issued:**  
 24 November 2003  
**Amended (conditions 1a, 1b, 1c, 1f, 1h, 1i, 1k, 3, 6, 15 & 21)**  
 2 April 2004  
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 5 May 2004

**Signature for the  
 Responsible Authority:**

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# PLANNING PERMIT

No. 30046



- (b) fully construct underground drains to serve all new lots, in accordance with plans and specifications approved by Council;
  - (c) pay the following fees:
    - i) 2.5% supervision fee based on the cost of construction;
    - ii) 0.75% fee for the checking of engineering plans based on the cost of construction;
  - (d) lodge with Council, a set of "as-constructed" transparencies of subdivisional works.
11. Permanent survey marks must be installed and associated sketches must be submitted to Council before a Statement of Compliance is issued.
  12. The owner must maintain all works to the satisfaction of the Council for a period of three months after practical completion, and provide a maintenance undertaking to the satisfaction of the Council including a security payment of 5% of the cost of all works.
  13. Each lot shown on the endorsed plans must be drained to the satisfaction of the Responsible Authority.
  14. 2 metre wide drainage easements in favour of Monash City Council must be created on the plan of subdivision to the satisfaction of the Council's Engineering Division.
  15. The plan submitted for certification must show the following:
    - the overland flow path designated as "Drainage Easement";
    - the public open space designated as "Reserved for Municipal Purposes";
    - the extension of Ventnor Street designated as a "Public Road";
    - the designated garbage collection areas as per the endorsed plans.
  16. Reticulated water, sewerage and electricity must be available to each lot shown on the endorsed plans before any lot can be used for houses.
  17. The owner must provide and install all public lighting including fittings for the entire subdivision.
  18. Power and telecommunication facilities must be provided underground to each lot.
  19. The owner must provide the street trees and public open space reserve landscaping in accordance with the endorsed plans.

Page 8 of 12

**Date issued:**  
 24 November 2003  
 Amended (conditions 1a, 1b, 1c, 1f, 1h, 1i, 1k, 3, 6, 15 & 21)  
 2 April 2004  
 Amended (condition 3)  
 5 May 2004

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# PLANNING PERMIT



No. 30046

- 20. Traffic islands are to be installed at the proposed intersection with Swanson Crescent to the satisfaction of Council to ensure motorists travel on the correct side of the road through the intersection. Plans for these works must be submitted to Council for approval prior to commencement.
- 21. Prior to the issue of a Statement of Compliance for the subdivision the owner must pay to Council the sum of \$65,800 being 1.4% of the site value of the land in the subdivision as Public Open Space contribution.
- 22. Prior to the issue of a Statement of Compliance for the subdivision the owner must submit to Council a Certificate or Statement of Environmental Audit confirming the land is fit for residential development.
- 23. The following measures are required to be complied with to ensure the health and longevity of the trees to be retained:
  - Protective fencing to be placed at the edge of the dripline of all trees identified to be retained. The fencing is to comprise star pickets with chain wire mesh and must be inspected by Council prior to commencement of any site works.
  - All construction or works within the dripline of any tree is only to be carried out under the supervision of a qualified Arboriculturalist.
  - The storage of building materials, soil or machinery within the dripline is prohibited.
  - Trenches for services must not be excavated within the dripline. Tunnelling beneath the trees under the supervision of a qualified Arboriculturalist may only be utilised where there is no alternative location for services.
  - Roots of trees may only be cut under the supervision of a qualified Arboriculturalist and should not be severed by bobcat or any other machinery.
  - The lopping and pruning of trees required to be retained must only be carried out by a qualified Arboriculturalist.
  - The developer must follow any other recommendations of the Arboricultural report.
- 24. All new trees required as per condition 1 of this permit are to be planted prior to the issue of the Statement of Compliance and are to be protected as per condition 23 of this permit .

**Date issued:**  
**24 November 2003**  
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**2 April 2004**  
**Amended (condition 3)**  
**5 May 2004**

**Signature for the  
 Responsible Authority:**

**AC971184E**

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# PLANNING PERMIT



DAC971184E-19-2

No. 30046

- 25. The 2 metre high boundary paling fencing shown in the endorsed plans as per condition 1(n) of this permit, is to be constructed subject to agreement with the abutting owners, of quality materials at the cost of the developer prior to the commencement of any site works to the satisfaction of Council.
- 26. The existing street trees within Swanson Crescent adjacent to the development site and outside 16 Swanson Crescent are not to be removed, lopped or damaged in any way by the developer. Council will not consent to their removal in the future.
- 27. This permit will expire if one of the following circumstances applies:
  - (a) the subdivision is not started within two years of the date of this permit;
  - (b) the subdivision is not completed within four years of the date of starting.

The Responsible Authority may extend the periods referred to if a request is made in writing before the permit expires or within three months afterwards.

Multinet Gas Conditions (Reference: S-2003-01936)

- 28. Easements in favour of Multinet (Assets) Pty Ltd must be created on the plan to the satisfaction of Multinet Gas.
- 29. The plan of subdivision submitted for certification must be referred to Multinet Gas in accordance with Section 8 of the Subdivision Act 1988.

United Energy Conditions (Reference: S-2003-01927)

- 30. The applicant may be required to enter into an agreement with United Energy for an underground supply of electricity to each lot shown on the endorsed plan.
- 31. The applicant may be required to enter into an agreement with United Energy for rearrangement of the points of supply to any existing installations affected by any private electric power line which would cross a boundary created by the subdivision, or by such means as may be agreed to by United Energy.
- 32. The applicant may be required to provide easements satisfactory to United Energy for Electricity (Power Line) as defined in column 2 in the 7th Schedule of the "SEC Act 1958" in favour of United Energy where easements have not been otherwise provided, for all existing United Energy electric powerlines and for any new powerlines required to service the lots on the endorsed plan and/or abutting land.

**Date issued:**  
 24 November 2003  
 Amended (conditions 1a, 1b, 1c, 1f, 1h, 1i, 1k, 3, 6, 15 & 21),  
 2 April 2004  
 Amended (condition 3)  
 5 May 2004

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 Responsible Authority:**

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# PLANNING PERMIT



No. 30046

- 33. The applicant may be required to obtain for the use of United Energy any other easement required to service the lots.
- 34. The applicant may be required to provide suitable sites for electric substations by setting aside reserves for the use of United Energy.
- 35. The applicant may be required to execute lease documents for a period of 30 years at a nominal rental with a right to extend the lease for a further 30 years for any electrical substations and for associated powerlines and carriageway as required. United Energy requires that such leases are to be noted on the title by way of caveat prior to the registration of the plan of subdivision.

Telstra Conditions (Reference: PID 59047)

- 36. Prior to a Statement of Compliance being issued by the Responsible Authority, the owner shall provide to the satisfaction of Telstra all works for the provision of Telecommunication services to each lot created in the subdivision.
- 37. Where any extension or alterations to Telstra's network or plant are necessitated by the proposed subdivision, the cost of such works shall be met by the owner prior to the Statement of Compliance being issued.
- 38. The plan submitted for certification must show details of easements and/or RCM/RIM sites which may be required by Telstra.

Yarra Valley Water Conditions (Reference: 188922)

- 39. The owner of the subject land must enter into an agreement with Yarra Valley Water for the provision of water supply.
- 40. The owner of the subject land must enter into an agreement with Yarra Valley Water for the provision of sewerage.

Melbourne Water Conditions (Reference: 57157)

- 41. Prior to the issue of a Statement of Compliance the owner shall enter into and comply with an agreement with Melbourne Water Corporation, under Section 269A of the Melbourne and Metropolitan Board of Works Act 1958, for the provision of drainage works and the acceptance of surface and stormwater from the subject land directly or indirectly into Melbourne Water's drainage system.

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**2 April 2004**  
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**5 May 2004**

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**AC971184E**

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# PLANNING PERMIT

No. 30046

- 42. No polluted and / or sediment laden runoff is to be discharged directly or indirectly into Melbourne Water's drains or water courses.
- 43. Prior to Certification, the Plan of Subdivision must be referred to Melbourne Water in accordance with Section 8 of the Subdivision Act 1988.

Telstra Note :

- Following an application to Telstra for provision of cable reticulation the owner will be advised of the details of easements and/or RCM/RIM sites which will be required by Telstra.

Melbourne Water Note :

- If further information is required in relation to Melbourne Water's permit conditions, contact Ingrid Twining on 9235 2193 quoting reference 57157.

General Notes:

- Plans for all works within the road reserve, including plantings, paths and other structures, are to be submitted to and approved by the City of Monash.
- Demolition of any buildings on the site containing asbestos material must be in accordance with the Occupational Health and Safety (Asbestos) Regulations 1992. The owner must ensure the contractor employed to carry out the demolition has approval under the said regulations.



**AC971184E**

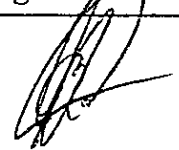
09/07/2004 \$59 173



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**Date issued:**  
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2 April 2004  
Amended (condition 3)  
5 May 2004

**Signature for the  
Responsible Authority:**





# Imaged Document Cover Sheet

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# PLAN OF SUBDIVISION

Stage No.

LTO use only

Plan Number

**EDITION 4**

**PS 523467H**

Location of Land  
Parish: MULGRAVE

Township: -  
Section: -  
Crown Allotment: -  
Crown Portion: 42 (PART)

LTO Base Record: DCMB  
Title Reference: VOL 10671 FOL 342

Last Plan Reference: PC 364778M

Postal Address: 1A VENTNOR STREET  
(at time of subdivision) CHADSTONE 3148

AMG Co-ordinates E 332800 Zone: 55  
(of approx. centre of land in plan) N 5804900

## Council Certification and Endorsement

Council Name: MONASH CITY COUNCIL Ref: 7535

1. This plan is certified under section 6 of the Subdivision Act 1988.
2. This plan is certified under section 11(7) of the Subdivision Act 1988.  
Date of original certification under section 6 26 / 8 / 2004
3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.

### OPEN SPACE

- (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/had not been made.
- (ii) The requirement has been satisfied.
- (iii) The requirement is to be satisfied in Stage.....

Council Delegate

Council Seal

Date

Re-certified under section 11(7) of the Subdivision Act 1988

Council Delegate

Council Seal

Date

5 / 11 / 2004

APPLIES TO MASTER PLAN (STAGE 1) ONLY

### Vesting of Roads and/or Reserves

Identifier	Council/Body/Person
ROAD R1 & R2 RESERVE No.1	MONASH CITY COUNCIL MONASH CITY COUNCIL

### Notations

**Staging** This is/is not a staged subdivision  
Planning Permit No. 30046

**Depth Limitation** DOES NOT APPLY

THE LAND FORMERLY CONTAINED IN C/T VOL 10190 FOL 312 HAS AN APPURTENANT GAS PIPELINE EASEMENT CREATED BY INSTRUMENT H853088.

J TANGENT POINTS ARE SHOWN THUS:

TITLE DIMENSIONS SHOWN THUS 25'25' 15'25' ARE NOT SUBJECT TO SURVEY

**Survey** This plan is/is not based on survey  
This survey has been connected to permanent marks no(s) -  
In Proclaimed Survey Area No. -

### Easement Information

**Legend:** E - Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance  
A - Appurtenant Easement  
R - Encumbering Easement (Road)

Subject Land	Purpose	Width (metres)	Origin	Land Benefited/In Favour Of
	<b>SEE</b>		<b>SHEET</b>	<b>2</b>

### LTO use only

Statement of Compliance/  
Exemption Statement

Received

Date 10 / 11 / 04

**THIS IS AN LR  
COMPILED PLAN**

CHECKED 18/4/2005

Mark Briffa  
Assistant Registrar of Titles

Sheet 1 of 10 sheets

**Bosco Jonson Pty Ltd**  
A.B.N 95 282 532 642  
P.O. Box 243, South Melbourne, Vic 3205  
71 Palmerston Crescent South Melbourne  
Vic 3205 Australia DX 20524 Emerald Hill  
Tel 03) 9699 1400 Fax 03) 9699 5992



LICENSED SURVEYOR (PRINT) GEOFFREY JAMES TURNER

SIGNATURE ..... DATE / /

REF 3547003 04/11/04 VERSION F  
DWG 354700DF

DATE 5 / 11 / 2004

COUNCIL DELEGATE SIGNATURE

Original sheet size A3

<b>PLAN OF SUBDIVISION</b>	LTO use only	LTO use only. Plan Number: <b>PS 523467H</b>
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**Easement Information**

**Legend:** E - Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance      A - Appurtenant Easement  
R - Encumbering Easement (Road)

Subject Land	Purpose	Width (metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE AND SEWERAGE	SEE DIAG	LP 43293	LOTS ON LP 43293
E-1	DRAINAGE AND SEWERAGE	SEE DIAG	LP 45166	LOTS ON LP 45166
E-2	DRAINAGE	SEE DIAG	TR X955897K	MONASH CITY COUNCIL
E-3	DRAINAGE	SEE DIAG	PS 523467H	MONASH CITY COUNCIL
E-3	SEWERAGE	SEE DIAG	PS 523467H	YARRA VALLEY WATER LTD
E-4	SEWERAGE	SEE DIAG	PS 523467H	YARRA VALLEY WATER LTD
E-5	POWERLINE	SEE DIAG	THIS PLAN - SECTION 88 OF THE ELECTRICITY INDUSTRY ACT 2000	SPI POWERNET
E-6	DRAINAGE AND SEWERAGE	SEE DIAG	LP 43293	LOTS ON LP 43293
E-6	DRAINAGE AND SEWERAGE	SEE DIAG	LP 45166	LOTS ON LP 45166
E-6	POWERLINE	SEE DIAG	THIS PLAN - SECTION 88 OF THE ELECTRICITY INDUSTRY ACT 2000	SPI POWERNET
E-7	DRAINAGE	SEE DIAG	THIS PLAN	MONASH CITY COUNCIL
E-8	SEWERAGE	SEE DIAG	THIS PLAN	YARRA VALLEY WATER LIMITED
E-9	DRAINAGE	SEE DIAG	THIS PLAN	MONASH CITY COUNCIL
E-10	CARRIAGEWAY	SEE DIAG	THIS PLAN	MONASH CITY COUNCIL
E-11	CARRIAGEWAY	SEE DIAG	THIS PLAN	MONASH CITY COUNCIL
E-11	DRAINAGE	SEE DIAG	TR X955897K	MONASH CITY COUNCIL
E-12	CARRIAGEWAY	SEE DIAG	THIS PLAN	MONASH CITY COUNCIL
E-12	DRAINAGE	SEE DIAG	PS 523467H	MONASH CITY COUNCIL
E-12	SEWERAGE	SEE DIAG	PS 523467H	YARRA VALLEY WATER LTD
E-13	DRAINAGE	SEE DIAG	THIS PLAN	MONASH CITY COUNCIL

Sheet 2

.....

DATE / /

COUNCIL DELEGATE SIGNATURE

Original sheet size A3

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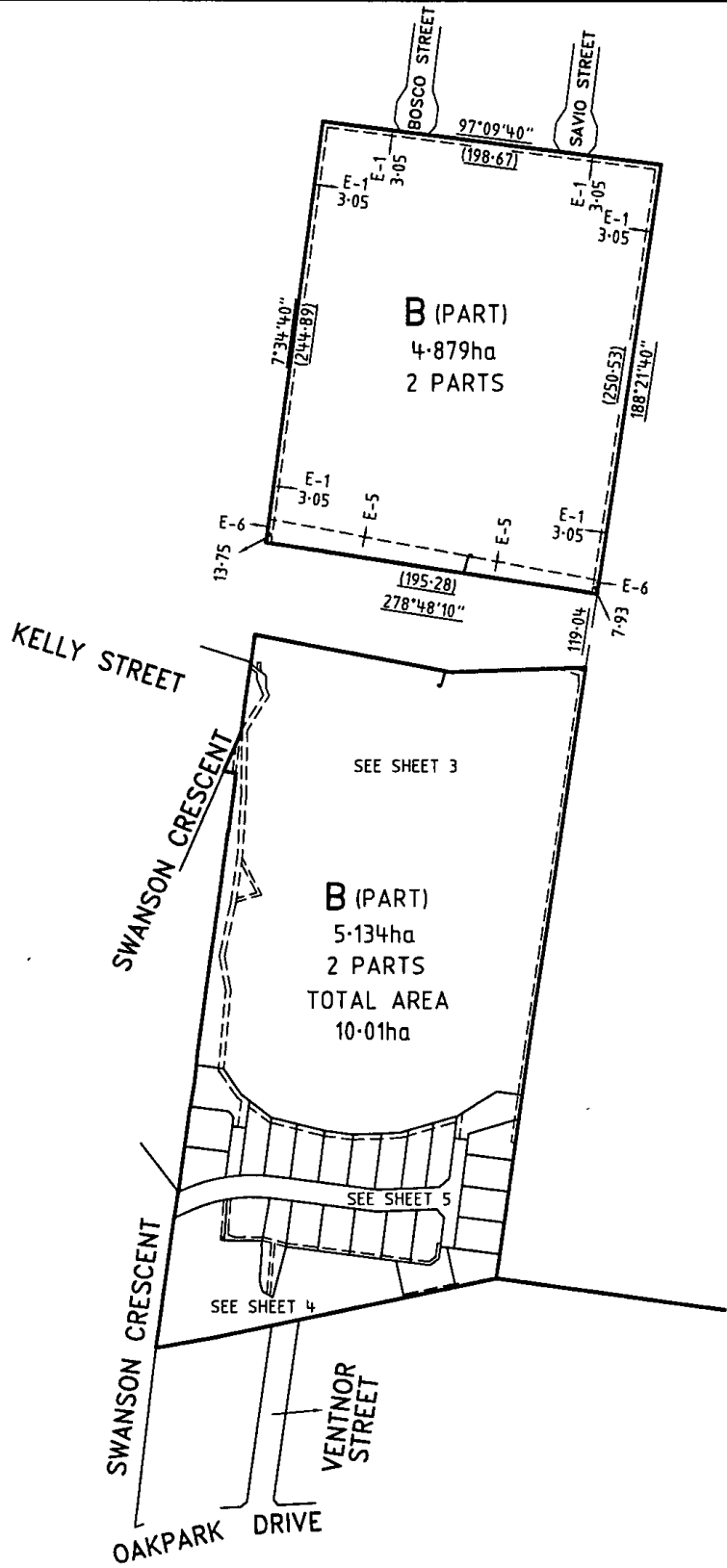
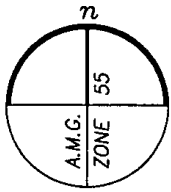
DWG 354700LA

**PLAN OF SUBDIVISION**

Stage No.

Plan Number

**PS 523467H**



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SHEET 3

ORIGINAL

SCALE

SCALE  
1:3000

SHEET  
SIZE  
A3



LENGTHS ARE IN METRES

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 DWG 354700DF

DATE 5 / 11 / 2004

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Original sheet size A3

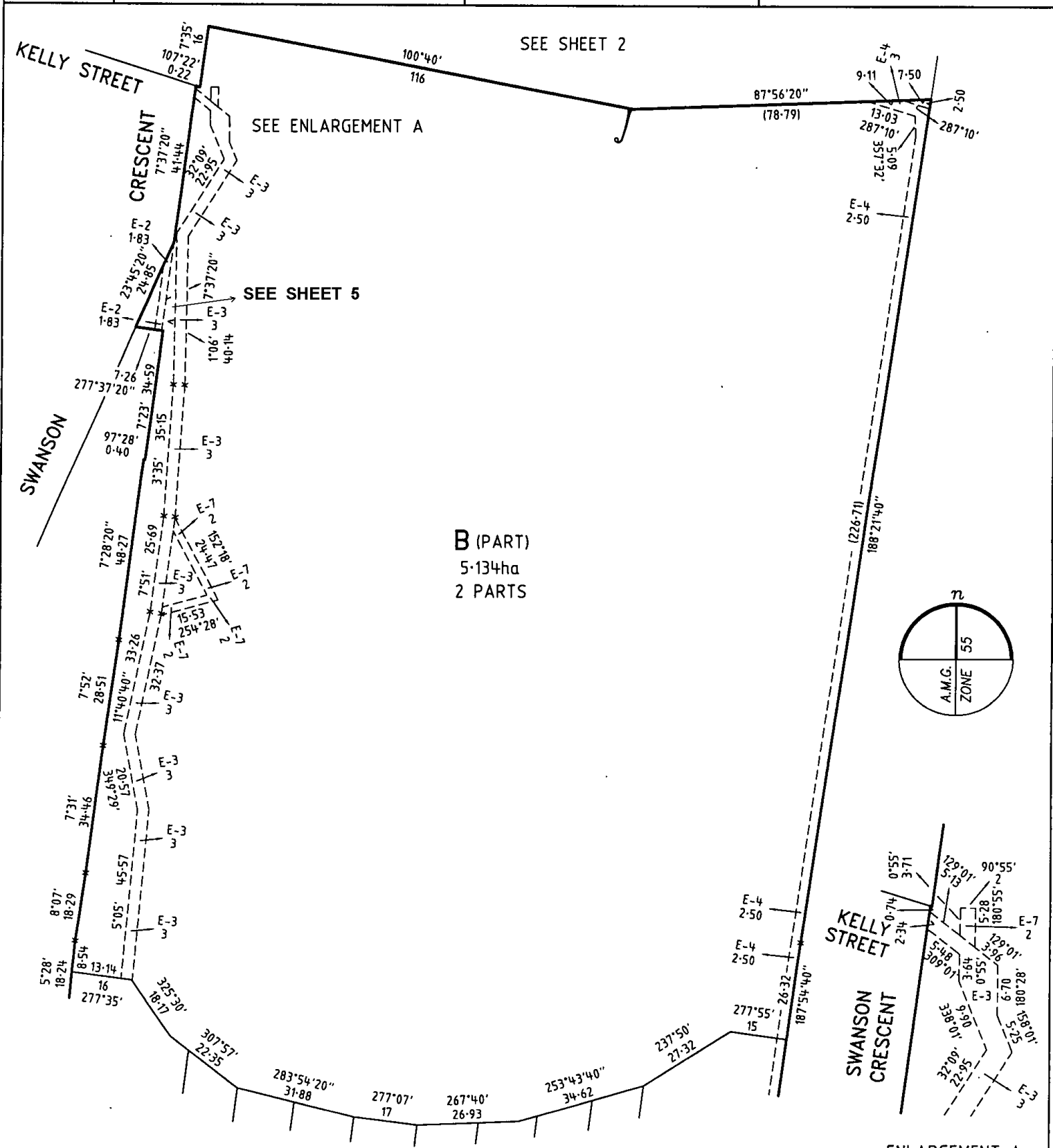


# PLAN OF SUBDIVISION

Stage No.

Plan Number

**PS 523467H**



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SEE SHEET 4

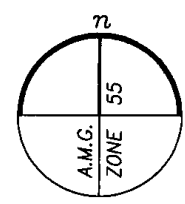
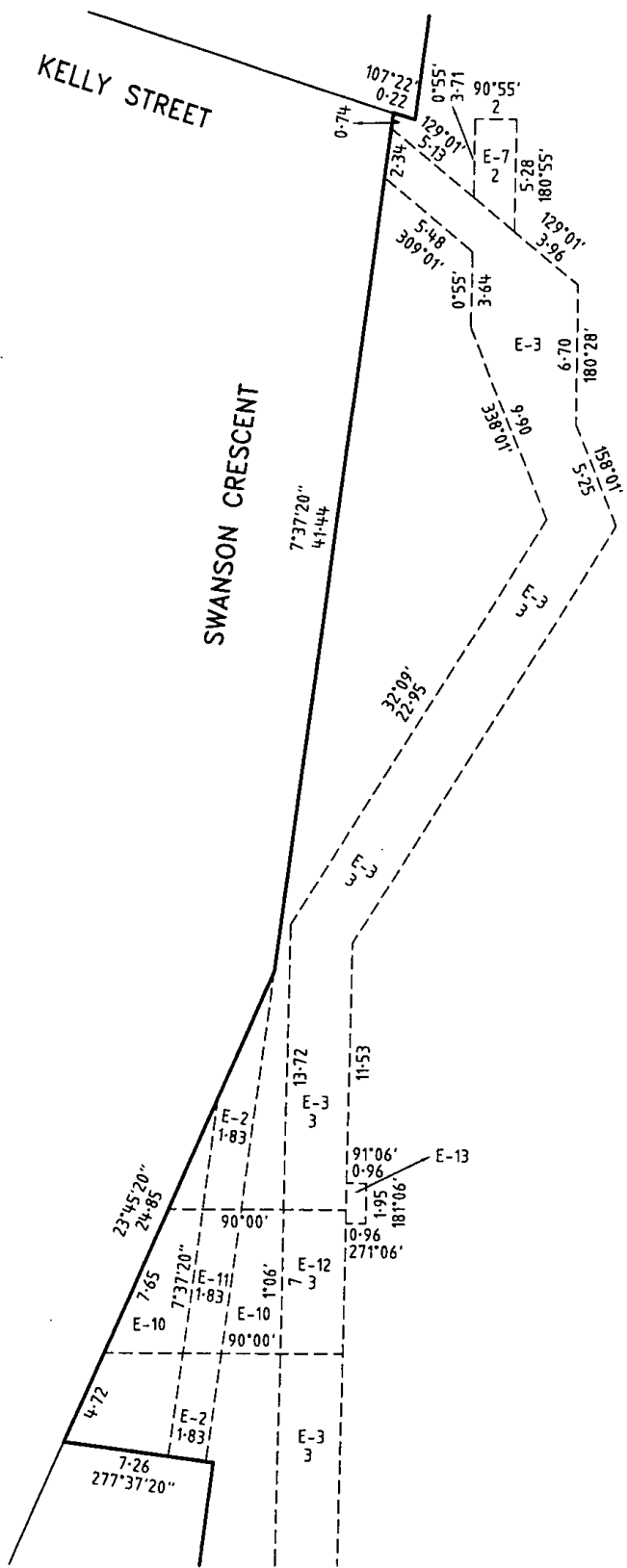
ORIGINAL	SCALE
SCALE 1:1000	SHEET SIZE A3
<p>LENGTHS ARE IN METRES</p>	

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 SIGNATURE ..... DATE / /  
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 DWG 354700DF 04/11/04 VERSION F

SHEET 4
DATE 5 / 11 / 2004
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Original sheet size A3

# PLAN OF SUBDIVISION

Plan Number  
**PS 523467H**



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Sheet <b>5</b>
DATE / /
COUNCIL DELEGATE SIGNATURE
Original sheet size A3

ORIGINAL	SCALE
SCALE 1:250	<p>LENGTHS ARE IN METRES</p>
SHEET SIZE A3	

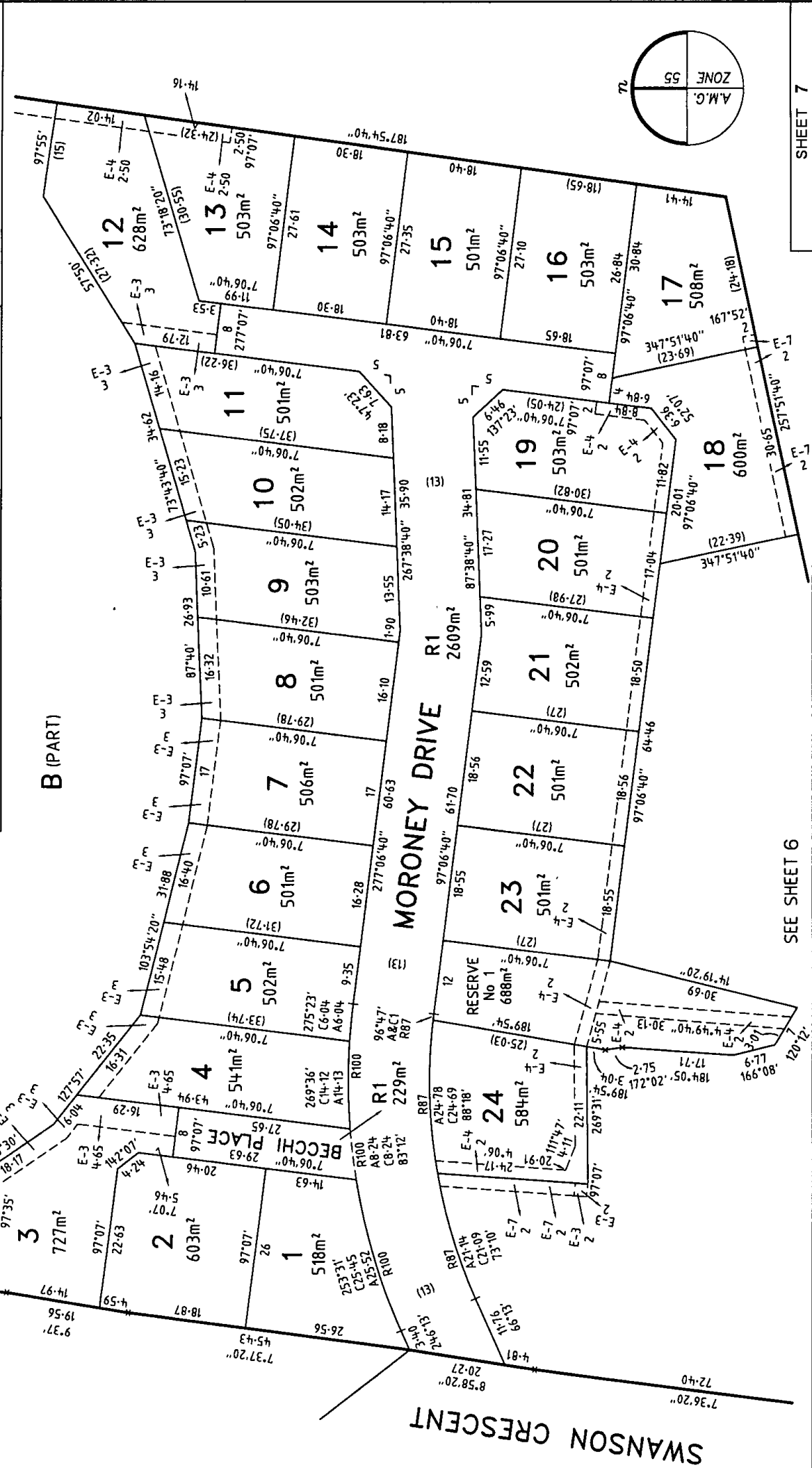
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 REF **3547003** 20/12/04 VERSION **A**  
 DWG **354700LA**





**PLAN OF SUBDIVISION**

Stage No.      Plan Number  
**PS 523467H**



ORIGINAL

SCALE      SHEET SIZE  
1:600      A3

SCALE      LENGTHS ARE IN METRES  
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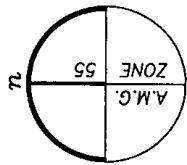
LICENCED SURVEYOR (PRINT)      GEOFFREY JAMES TURNER

SIGNATURE      DATE      /      /

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DWG 3547000F

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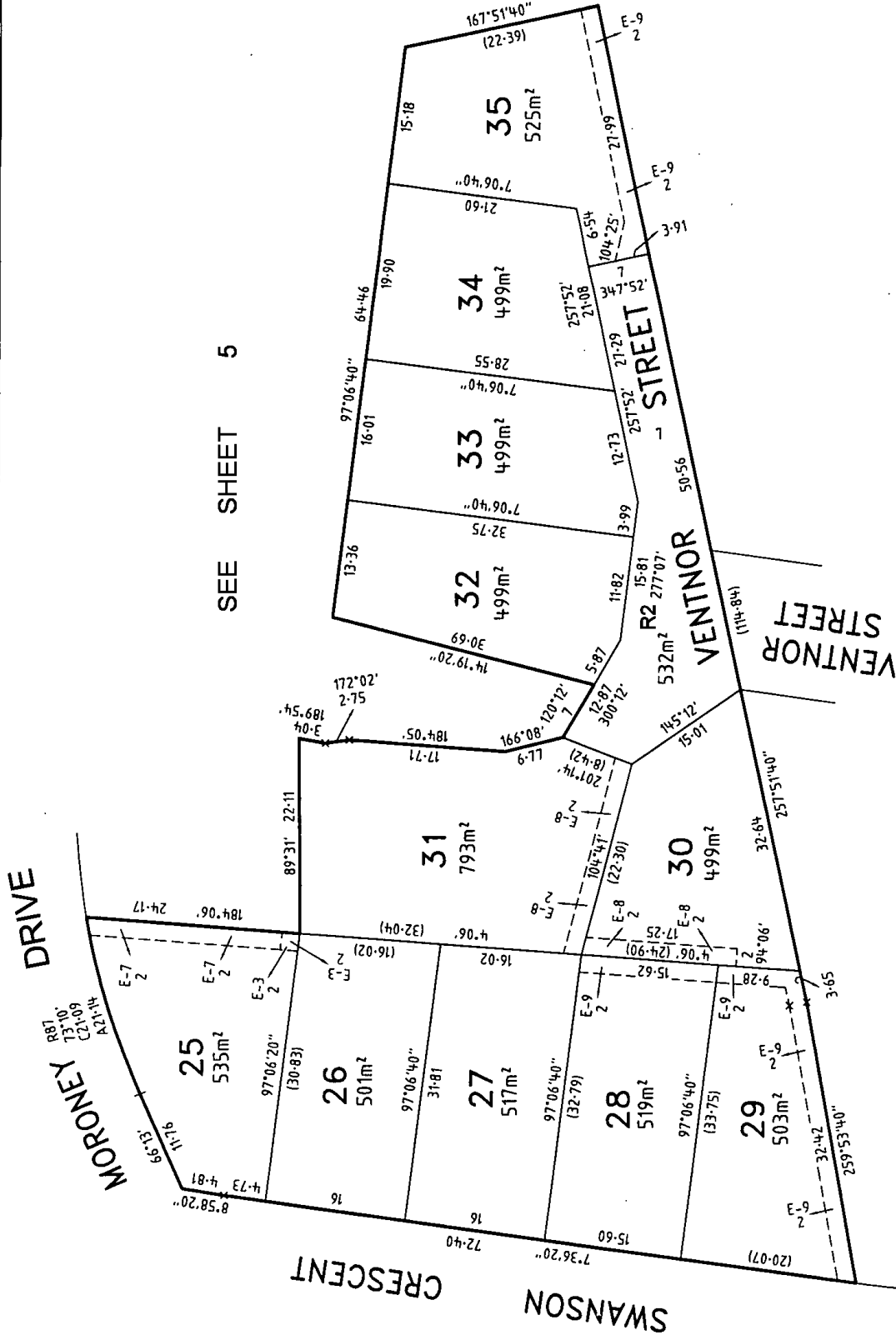
# PLAN OF SUBDIVISION

Plan Number

**PS 523467H**

Stage No.

SEE SHEET 5



SHEET 8



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ORIGINAL  
 SCALE 1:500  
 SHEET SIZE A3

SCALE  
 LENGTHS ARE IN METRES  
 0 10 20

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 REF 3547003  
 DWG 354700JC  
 24/02/05 VERSION C

COUNCIL DELEGATE SIGNATURE  
 DATE / /

<b>PLAN OF SUBDIVISION</b>	Stage No.	Plan Number <b>PS 523467H</b>
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SUBDIVISION ACT 1988  
CREATION OF RESTRICTION

The following restriction is to be created upon registration of this plan as directed Monash City Council by Planning Permit : 30046

Land to Benefit: Lots 1 to 24

Land to be Burdened: Lots 1 to 24

Description of Restriction:

The registered proprietors of Lots 1 to 24 or as alternatively specified below shall not:

1. Construct more than one dwelling on each allotment.
2. Construct a single-storey wall higher than 3.6 metres above the natural surface of the ground directly below it.
3. Construct a double-storey wall higher than 7.2 metres above the natural surface of the ground directly below it.
4. Construct and locate garages on lots 3, 12, 17 and 18, that restrict vehicles from turning around on-site and exiting in a forward motion.
5. Construct vehicle access to lots other than in accordance with the plans endorsed under Planning Permit 30046.
6. Construct fencing between the front boundary and the building line on lots 1 - 24 inclusive.
7. Construct side boundary fencing higher than 1.8 metres.
8. Construct side boundary fencing with materials other than quality treated pine palings with exposed posts and capping across the top.
9. Construct a building within the setbacks from boundaries detailed below:

Lot 1  
dwelling - 5 metres from the front  
3 metres from the rear for single-storey walls  
4 metres from the south for double-storey walls  
3 metres from the rear for single-storey walls  
5 metres from the rear for double-storey walls  
garage - 5.5 metres from the front

Lot 2  
dwelling - 5 metres from the front  
3 metres from the rear for single-storey walls  
5 metres from the rear for double-storey walls  
garage - 5.5 metres from the front

Lot 3  
dwelling - 5 metres from the front  
3 metres from the west for single-storey walls  
5 metres from the west for double-storey walls  
garage - 5.5 metres from the front

Lot 4  
dwelling - 6 metres from the front  
2 metres from the west  
garage - 6.5 metres from the front

Lots 11 and 19  
dwelling - 6 metres from the front  
2 metres from the east  
garage - 6.5 metres from the front

Lots 5-10 and 20-22 inclusive  
dwelling - 6 metres from the front  
garage - 6.5 metres from the front

Lot 12  
dwelling - 5 metres from the front  
3 metres from the east for single-storey walls  
5 metres from the east for double-storey walls  
garage - 5.5 metres from the front

Lots 13 - 16 inclusive  
dwelling - 5 metres from the front  
3 metres from the rear for single-storey walls  
5 metres from the rear for double-storey walls  
garage - 5.5 metres from the front

Lot 17  
dwelling - 5 metres from the front  
3 metres from the rear for single-storey walls  
5 metres from the rear for double-storey walls  
3 metres from the south side for single-storey walls  
5 metres from the south side for double-storey walls  
garage - 5.5 metres from the front

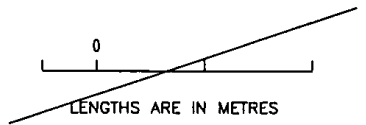
Lot 18  
dwelling - 5 metres from the front  
3 metres from the south side for single-storey walls  
5 metres from the south side for double-storey walls  
garage - 5.5 metres from the front

Lot 23  
dwelling - 6 metres from the front  
3 metres from the reserve  
garage - 6.5 metres from the front

Lot 24  
dwelling - 6 metres from the front  
3 metres from the rear for single-storey walls  
5 metres from the rear for double-storey walls  
3 metres from the reserve  
garage - 5.5 metres from the front

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ORIGINAL	SCALE
SCALE	 <p style="text-align: center;">LENGTHS ARE IN METRES</p>
SHEET SIZE A3	

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SIGNATURE ..... DATE    /    /

REF 3547003    04/11/04    VERSION F

DWG 354700DF

<b>SHEET 9</b>
DATE 5 / 11 / 2004
COUNCIL DELEGATE SIGNATURE
Original sheet size A3

# PLAN OF SUBDIVISION

Stage No.

Plan Number

**PS 523467H**

## SUBDIVISION ACT 1988 CREATION OF RESTRICTION

The following restriction is to be created upon registration of this plan as directed Monash City Council by Planning Permit : 30046

Land to Benefit: Lots 25 to 35 (INCLUSIVE)

Land to be Burdened: Lots 25 to 35 (INCLUSIVE)

Description of Restriction:

The registered proprietors of Lots 25 to 35 (inclusive) or as alternatively specified below shall not:

1. Construct more than one dwelling on each allotment.
2. Construct a single-storey wall higher than 3.6 metres above the natural surface of the ground directly below it.
3. Construct a double-storey wall higher than 7.2 metres above the natural surface of the ground directly below it.
4. Construct and locate garages on lot 35 that restrict vehicles from turning around on-site and exiting in a forward motion.
5. Construct vehicle access to lots other than in accordance with the plans endorsed under Planning Permit 30046.
6. Construct fencing between the front boundary and the building line on lots 30 to 35 (inclusive).
7. Construct front fencing higher than 1.2 metres on lots 25 to 29 (inclusive).
8. Construct side boundary fencing higher than 1.8 metres.
9. Construct side boundary fencing with materials other than quality treated pine palings with exposed posts and capping across the top.
10. Construct a building within the setbacks from boundaries detailed below:

Lot 25

- dwelling - 7.5 metres from the front for single-storey walls  
9.5 metres from the front for 50% of double-storey walls
- 3 metres from the north for single-storey walls
- 4 metres from the north for double-storey walls
- 3 metres from lot 31 for single-storey walls
- 5 metres from lot 31 for double-storey walls
- garage - 5.5 metres from the north

Lots 26 & 27

- dwelling - 7.5 metres from the front for single-storey walls  
9.5 metres from the front for 50% of double-storey walls
- 3 metres from the rear for single-storey walls
- 5 metres from the rear for double-storey walls
- garage - 8 metres from the front

Lots 28 & 29

- dwelling - 7.5 metres from the front for single-storey walls  
9.5 metres from the front for 50% of double-storey walls
- garage - 8 metres from the front

Lots 30, 32 & 33

- dwelling - 6 metres from the front
- garage - 6.5 metres from the front

Lot 34

- dwelling - 5 metres from the front
- garage - 5.5 metres from the front

Lot 35

- dwelling - 5 metres from the front  
3 metres from the south for single-storey walls
- 5 metres from the south for double-storey walls
- garage - 5.5 metres from the front

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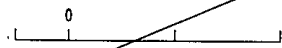


**SHEET 10**

ORIGINAL

SCALE

SCALE SHEET SIZE A3



LENGTHS ARE IN METRES

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DWG 354700JC

DATE / /

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