



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

LATROBE CITY COUNCIL
Responsible Authority

- and -

FRASERS LANE PTY LTD
ACN 628 768 249
AND
PAUL LEONARD LANG
Registered Land Owner

in relation to land at:

1205 TRARALGON MAFFRA ROAD & FRASERS LANE, GLENGARRY NORTH

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EMW:22505156

Harwood Andrews
ABN 98 076 868 034
70 Gheringhap Street,
Geelong 3220, Victoria, Australia
DX 22019 Geelong
PO Box 101 Geelong Vic 3220

T 03 5225 5225 F 03 5225 5222

1.	Latrobe City Council of 141 Commercial Road, Morwell VIC 3840	(Responsible Authority)
2.	Frasers Lane Pty Ltd, ACN 628 768 249 , of Suite 1, Level 35, 360 Collins Street Melbourne VIC 3000	(Owner 1)
	Paul Leonard Lang of 1205 Traralgon-Maffra Road, Glengarry VIC 3854	(Owner 2)

- R.1. Owner 1 is the registered proprietor of the land known as Frasers Lane, Glengarry North, being the land contained in Certificate of Title Volume 11453 Folio 090, more particularly described as Crown Allotment 125 Parish of Toongabbie South (**Parcel 1**).
- R.2. Owner 2 is the registered proprietor of the land known as 1205 Traralgon Maffra Road, Glengarry North, being the land contained in Certificate of Title Volume 8295 Folio 427, more particularly described as Crown Allotments 125A and 125B Parish of Toongabbie South (**Parcel 2**).
- R.3. Parcel 1 and Parcel 2 (**Land**) are being subdivided together.
- R.4. The Responsible Authority is responsible for the administration and enforcement of the Planning Scheme pursuant to the provisions of the Act.
- R.5. The Responsible Authority issued planning permit number 2025/190 for the Land on 16 October 2025 allowing:

Planning Scheme Clause no.	Description of what the permit allows, in accordance with the endorsed plans
Clause 35.07-3	Subdivide Land
Clause 44.03-3	Subdivide Land
Clause 44.04-3	Subdivide Land

R.6. Condition 5 of the Permit provides as follows:

5. *Before the issue of Statement of Compliance under the Subdivision Act 1988, the operator of this permit must:*

a) *enter into an agreement with the Responsible Authority made pursuant to Section 173 of the Planning and Environment Act 1987 (the Act) that requires the following:*

i. *the land must not be subdivided so as to create any additional lots.*

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- b) *Make application to the Registrar of Titles to register the Section 173 Agreement on the title to the land under Section 181 of the Act; and*
- c) *Pay the reasonable costs of the preparation, review, and execution and registration of the Section 173 Agreement; and*
- d) *Provide Council with a copy of the dealing number issued by the Titles Office; and*
- e) *Once titles are issued, provide either:*
 - i. *a current title search; or*
 - ii. *a photocopy of the duplicate certificate of Title as evidence of registration of the Section 173 Agreement on title.*

R.7. This Agreement is entered into between the Responsible Authority and the Owner pursuant to section 173 of the Act in order to meet the requirements of condition 5 of the Permit and to achieve the objectives of planning in Victoria.

R.8. The part of the Land contained in Certificate of Title Volume 11453 Folio 090 is subject to:

- a. registered mortgage No. AV794453Y in favour of CVS Lane Funding 115 Pty Ltd, which mortgagee, as evidenced by its consent on the attestation pages, consents to this Agreement; and
- b. registered caveat No. AX476538X in favour of Frasers Lane Development Pty Ltd, which caveator consents to the recording of this Agreement.

R.9. The part of the Land contained in Certificate of Title Volume 8295 Folio 427 is subject to registered caveat No. AZ310860E in favour of Frasers Lane Pty Ltd, which caveator consents to the recording of this Agreement.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

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

- 1.1. **Act** means the *Planning and Environment Act 1987* (Vic).
- 1.2. **Agreement** means this Agreement and any agreement executed by the parties varying or expressed to be supplemental to this Agreement.
- 1.3. **Current Address for Service**
 - 1.3.1. for the Responsible Authority means the address shown under the heading "Parties" in this Agreement, or any other principal office address listed on the website of the Responsible Authority; and
 - 1.3.2. for the Owner means the address shown under the heading "Parties" in this Agreement or any other address provided by the Owner to the Responsible Authority for any purpose or purposes relating to the Land.
- 1.4. **Current Email Address for Service**
 - 1.4.1. for the Responsible Authority means any email address listed on the website of the Responsible Authority; and

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- 1.4.2. for the Owner means any email address provided by the Owner to the Responsible Authority for the express purpose of electronic communication regarding this Agreement.
- 1.5. **Land** means the land described in Recital R.1 and R.2 and any reference to the Land includes any lot created by the subdivision of the Land or any part of it.
- 1.6. **Lot** has the same meaning as in the *Subdivision Act 1988 (Vic)* and for the purpose of this Agreement means a lot created from the subdivision of the Land. Where followed by a number, Lot means the land marked with the corresponding lot number as shown on the Plan of Subdivision.
- 1.7. **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 Land or any part of it.
- 1.8. **Owner** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as the proprietor or proprietors of an estate in fee simple of the Land or any part of it, and includes a Mortgagee in possession.
- 1.9. **Owner's Obligations** means the covenants, promises, agreements, indemnities, undertakings and warranties given by the Owner under this Agreement including the specific obligations imposed under clause 3.
- 1.10. **party** or **parties** means the Owner and the Responsible Authority under this Agreement as appropriate.
- 1.11. **Permit** means the planning permit issued by the Responsible Authority described in Recital R.5 including the plans endorsed under it and as amended from time to time, or any subsequent permit issued by the Responsible Authority.
- 1.12. **Planning Scheme** means the Latrobe Planning Scheme and any successor instrument or other planning scheme which applies to the Land.
- 1.13. **Plan of Subdivision** means the plan of subdivision approved and endorsed under the Permit.
- 1.14. **Register** and **Registrar** have the same meaning as in the *Transfer of Land Act 1958 (Vic)*.
- 1.15. **Responsible Authority** means Latrobe City Council in its capacity as:
- 1.15.1. the authority responsible for administering and enforcing the Planning Scheme; and
 - 1.15.2. a municipal council within the meaning of the *Local Government Act 2020 (Vic)*,
- and includes its agents, officers, employees, servants, workers and contractors and any subsequent person or body which is the responsible authority or municipal council.

2. INTERPRETATION

In the interpretation of this Agreement unless inconsistent with the context or subject matter:

- 2.1. The singular includes the plural and the plural includes the singular.
- 2.2. A reference to a gender includes a reference to all other genders.

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- 2.3. Words (including defined expressions) denoting persons will be deemed to include all trusts, bodies and associations, corporate or unincorporated, and vice versa.
- 2.4. A reference to a person includes a reference to a firm, corporation, association or other entity and their successors in law.
- 2.5. A reference to a statute includes any statute amending, consolidating or replacing that statute and includes any subordinate instruments made under that statute.
- 2.6. The Recitals to this Agreement are and will be deemed to form part of this Agreement including any terms defined within the Recitals.
- 2.7. References to the parties will include their transferees, heirs, assigns, and liquidators, executors and legal personal representatives as the case may be.
- 2.8. Reference to a document or agreement includes reference to that document or agreement as changed, novated or replaced from time to time.
- 2.9. Where a word or phrase is given a definite meaning in this Agreement, a part of speech or other grammatical form for that word or phrase has a corresponding meaning.
- 2.10. Where a word or phrase is not defined in this Agreement, it has the meaning as defined in the Act, or, if it is not defined in the Act, it has its ordinary meaning.

3. SPECIFIC OBLIGATIONS OF THE OWNER

The Owner agrees with the Responsible Authority that the Land must not be further subdivided so as to create any additional lots, except to create Lot 1 and Lot 2 under the Permit.

4. FURTHER COVENANTS OF THE OWNER

The Owner warrants and covenants with the Responsible Authority that:

- 4.1. It is the registered proprietor (or entitled to be so) of the Land.
- 4.2. Save as shown in the certificate of title to the Land, there are no mortgages, liens, charges, easements or other encumbrances or any rights inherent in any person affecting the Land or any part of it and not disclosed by the usual searches.
- 4.3. Neither the Land nor any part of it is subject to any right obtained by adverse possession or subject to any easements, rights or encumbrances mentioned in section 42 of the *Transfer of Land Act* 1958 (Vic).
- 4.4. It will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of it without first providing to its successors a copy of this Agreement.
- 4.5. It will within 28 days of written demand pay to the Responsible Authority the Responsible Authority's reasonable costs (including legal or other professional costs) and expenses of and incidental to the:
 - 4.5.1. negotiation, preparation, execution and recording of this Agreement;
 - 4.5.2. assessment, negotiation, preparation, execution and recording of any proposed amendment to this Agreement; and

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- 4.5.3. determination of whether any of the Owner's obligations have been undertaken to the satisfaction of the Responsible Authority or to give consent to anything under this Agreement.

To the extent that such costs and expenses constitute legal professional costs, the Responsible Authority may at its absolute discretion have these costs assessed by the Law Institute of Victoria and in that event the parties will be bound by the amount of that assessment, with any fee for obtaining such an assessment being borne equally by the Responsible Authority and the Owner. Such costs payable by the Owner will include the costs and disbursements associated with the recording, cancellation or alteration of this Agreement in the Register.

- 4.6. It will do all that is necessary to enable the Responsible Authority to make application to the Registrar of Titles to record this Agreement in the Register in accordance with the Act, including the signing of any further agreement, acknowledgment or other document.
- 4.7. Until such time as this Agreement is recorded in the Register, the Owner must ensure that successors in title will give effect to this Agreement, and do all acts and sign all documents which will require those successors to give effect to this Agreement, including executing a deed agreeing to be bound by the terms of this Agreement.

5. FURTHER ASSURANCE

The parties to this Agreement will do all things necessary (including signing any further agreement, acknowledgement or document) to give full effect to the terms of this Agreement and to enable this Agreement to be recorded in the Register in accordance with the Act.

6. AMENDMENT

This Agreement may be amended only in accordance with the requirements of the Act.

7. NO WAIVER

No waiver by any party of any default in the strict and literal performance of or compliance with any provision, condition or requirement in this Agreement will be deemed to be a waiver of strict and literal performance of and compliance with any other provision, condition or requirement of this Agreement nor to be a waiver of or in any way release any party from compliance with any provision, condition or requirement in the future nor will any delay or omission of any party to exercise any right under this Agreement in any manner impair the exercise of such right accruing to it thereafter.

8. NO FETTERING OF POWERS OF RESPONSIBLE AUTHORITY

The parties acknowledge and agree that this Agreement does not fetter or restrict the power or discretion of the Responsible Authority to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Land or relating to any use or development of the Land.

9. INTEREST ON OVERDUE MONEYS

Any amount due under this Agreement but unpaid by the due date incurs interest at the rate prescribed under section 120 of the *Local Government Act 2020* (Vic) and any payment made shall be first directed to payment of interest and then principal amount owing.

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10. NOTICES

All notices and other communications under this Agreement will be sent by prepaid mail, by hand delivery, email or by facsimile to the Current Addresses for Service, Current Email Address for Service or Current Number for Service of the parties, and may be sent by an agent of the party sending the notice. Each notice or communication will be deemed to have been duly received:

- 10.1. not later than two business days after being deposited in the mail with postage prepaid;
- 10.2. when delivered by hand; or
- 10.3. if sent by email, at the time of receipt in accordance with the *Electronic Transactions (Victoria) Act 2000* (Vic).

11. COSTS ON DEFAULT

If the Owner defaults in the performance of any obligations under this Agreement it will pay to the Responsible Authority its reasonable costs of action taken to achieve compliance with this Agreement.

12. INVALIDITY OF ANY CLAUSE

Notwithstanding anything to the contrary in this Agreement, if any provision of this Agreement will be invalid and not enforceable in accordance with its terms, all other provisions which are self-sustaining and capable of separate enforcement without regard to the invalid provisions will be and continue to be valid and enforceable in accordance with those terms.

13. AGREEMENT BINDING ON SUCCESSORS OF OWNERS

This Agreement will extend to and bind the Owner's successors, assigns, administrators, transferees and legal personal representatives and the obligations imposed upon them will also be binding on their successors, transferees, purchasers, mortgagees and assigns as if each of them had separately executed this Agreement.

14. JOINT OBLIGATIONS

In the case of each party that consists of more than one person (including in that expression any corporation) each of those persons covenants, agrees and declares that all of the covenants, agreements, declarations and consents contained in this Agreement and made and given by that party have been entered into, made and given and are binding upon that person both severally and also jointly with the other person or persons constituting that party.

15. ENTIRE AGREEMENT

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

16. COUNTERPARTS, ELECTRONIC SIGNING AND EXCHANGE BY EMAIL

- 16.1. This Agreement may consist of a number of counterparts and, if so, the counterparts taken together constitute this Agreement.

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- ## 17. COMMENCEMENT AND ENDING OF AGREEMENT

- © Harwood Andrews

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EXECUTED by FRASERS LANE PTY LTD ACN
628 768 249 in accordance with Section 127 of
the Corporations Act 2001:



Chi Ping Chan, Sole Director/Secretary

27/03/2026

Date:

SIGNED SEALED AND DELIVERED by the said
PAUL LEONARD LANG in the presence of:



Witness

By witnessing this Agreement, the above witness confirms that either:

- this Agreement was signed physically in their presence; or
- where this Agreement was witnessed via audio-visual link, the requirements for witnessing by audio-visual link under section 12 of the Electronic Transactions (Victoria) Act 2000 (Vic) have been met.


Paul Leonard Lang

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MORTGAGEE CONSENT

CVS Lane Funding 115 Pty Ltd as Mortgagee under Instrument of Mortgage No. AV794453Y consents to the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement.

DATED: 26 MARCH 2026

Executed by CVS Lane Funding 115 Pty Ltd ACN 648 989 191 under section 127 of the Corporations Act 2001 by its duly authorised officers:



Signature of Director
ANDREW VASARELLI

Name of Director



Signature of Director/Secretary
LAMBROS SIOROS

Name of Director/Secretary

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CAVEATOR CONSENT

Frasers Lane Pty Ltd as Caveator under Instrument of Caveat No. AZ310860E consents to the recording of this Agreement on the Register in respect of the Land.

DATED: 27/03/2026

A handwritten signature in black ink, appearing to be 'S. Frasers', written over a horizontal line.

Executed for and on behalf of

Frasers Lane Pty Ltd

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CAVEATOR CONSENT

Frasers Lane Development Pty Ltd as Caveator under Instrument of Caveat No. AX476538X consents to the recording of this Agreement on the Register in respect of the Land.

DATED: 27/03/2026



Executed for and on behalf of

Frasers Lane Development Pty Ltd

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