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

VOLUME 09493 FOLIO 573

Security no : 124119043825R

Produced 15/10/2024 01:43 PM

LAND DESCRIPTION

Crown Allotment 69 Parish of Bylands.
PARENT TITLE Volume 08916 Folio 275
Created by instrument K058058 24/08/1982

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
RBT PROPERTY PTY LTD of 4 CASUARINA CLOSE MARIBYRNONG VIC 3032
AV817066K 04/07/2022

ENCUMBRANCES, CAVEATS AND NOTICES

For details of any other encumbrances see the plan or imaged folio set out under DIAGRAM LOCATION below.

AGREEMENT Section 173 Planning and Environment Act 1987
AF340834K 14/09/2007

DIAGRAM LOCATION

SEE TP261604U FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: "PARKLANDS" 1425 NORTHERN HIGHWAY KILMORE VIC 3764

ADMINISTRATIVE NOTICES

NIL

eCT Control 19577J WESTERN LAWYERS
Effective from 04/07/2022

DOCUMENT END

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TITLE PLAN		EDITION 1	TP 261604U
Location of Land Parish: BYLANDS Township: Section: Crown Allotment: 69 Crown Portion: Last Plan Reference: Derived From: VOL 9493 FOL 573 Depth Limitation: NIL		Notations ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN	
Description of Land / Easement Information		THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT COMPILED: 06/01/2000 VERIFIED: CP	
<div style="display: flex; justify-content: space-between;"> <div style="text-align: left;"> <p><i>MS</i></p> <p>AD. IN L. 108, 139 M</p> <p>10 - 10 - 84.</p> </div> <div style="text-align: center;"> <p>GOVT ROAD</p> </div> <div style="text-align: right;"> <p>GOVT ROAD</p> <p><i>MS</i></p> </div> </div>			
LENGTHS ARE IN METRES	Metres = 0.3048 x Feet Metres = 0.201168 x Links	Sheet 1 of 1 sheets	

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Form 18

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:



Name: Maddocks
Phone: 9288 0555
Address: 140 William Street, Melbourne 3000 or DX 259 Melbourne
Ref: TGM:KJM:LGC:5305338 **Customer Code:** 1167E

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 9493 Folio 573

Authority: Mitchell Shire Council of 113 High Street, Broadford, Victoria

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 Authority:

[Handwritten signature]

Name of officer:

M. Maustaele *I. A. Scholes*

Office held:

Councillor IAN SCHOLES
A SENIOR OFFICER OF THE
MITCHELL SHIRE COUNCIL AS
DEFINED IN THE LOCAL
GOVERNMENT ACT 1989

Date:

6/9/2007

Date *of 10/09/2007*

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Telephone 61 3 9288 0555
Facsimile 61 3 9288 0666
Email info@maddocks.com.au
www.maddocks.com.au
DX 259 Melbourne

Section 173 Agreement
Subject Land: 1425 Northern Highway, Kilmore

Mitchell Shire Council
and

Alex Tzelepis and Nancy Tzelepis
and

Christos Tzelepis and Katherine Tzelepis
and

John Skantzos and Betty Skantzos

[5305338: 4951038v1]

Interstate office
Sydney
Affiliated offices
Adelaide, Auckland, Beijing, Brisbane,
Colombo, Dubai, Hong Kong, Jakarta,
Kuala Lumpur, Manila, Mumbai,
New Delhi, Perth, Singapore, Tianjin

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Section 173 Agreement

DATED 6/9/2007

BETWEEN

MITCHELL SHIRE COUNCIL
of 113 High Street, Broadford, Victoria

(Responsible Authority)

AND

ALEX TZELEPIS AND NANCY TZELEPIS
both of 6 Huxley Court, Epping Victoria

(Owner)

AND

CHRISTOS TZELEPIS AND KATHERINE TZELEPIS
both of 6 Huxley Court, Epping Victoria

(Owner)

AND

JOHN SKANTZOS AND BETTY SKANTZOS
both of 6 Huxley Court, Epping Victoria

(Owner)

RECITALS

- A. The Owner is the registered proprietor of the subject land.
- B. The Responsible Authority is the responsible authority pursuant to the Act for the Scheme.
- C. The permit was issued by the Responsible Authority to allow the Owner to subdivide the land into two (2) lots in accordance with the Endorsed Plan.
- D. Condition 2 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 available for inspection at the Responsible Authority's offices during normal business hours upon giving the Responsible Authority reasonable notice. Condition 2 of the Planning Permit provides that:

"Prior to the granting of Statement of Compliance, the owner must enter into an agreement with the Mitchell Shire Council, made pursuant to section 173 of the *Planning and Environment Act 1987* to provide for the following:

- Neither lot created by the subdivision approved by this permit can be further subdivided;

- This agreement on each lot will terminate if and when the land that is subject to this subdivision is rezoned to a residential type zone (currently Residential 1 Zone, Residential 2 Zone, Residential 3 Zone, Low Density Residential Zone, Mixed Use Zone or Township Zone).
 - Before the granting of Statement of Compliance the application must be made to the Registrar of Titles to register the Section 173 Agreement on the title to the land under section 181 of the Act and provide to the responsible authority, the dealing number, provided by the titles office, as proof of lodgement of the agreement.
 - The owner/operator under this permit must pay the reasonable costs of the preparation, (and) execution and registration of the Section 173 Agreement."
- E. The subject land is encumbered by Mortgage No. AC036986H in which Australia and New Zealand Banking Group Limited is named as the mortgagee.
- F. The Responsible Authority and the Owner have agreed 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.

THE PARTIES AGREE

1. DEFINITIONS

In this Agreement unless expressed or implied to the contrary:

Act means the Planning and Environment Act 1987.

Agreement means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement.

approved means approved by the Responsible Authority.

business day means Monday to Friday excluding public holidays in Victoria.

development includes subdivision.

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. A copy of the Endorsed Plan is available for inspection at the Responsible Authority's offices during normal business hours upon giving the Responsible Authority reasonable notice.

Owner means the person or persons from time to time registered or entitled to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple in the subject land or any part of it.

permit means Planning Permit No PL6052/06 issued by the Responsible Authority on 10 August 2006.

planning approval means and includes any planning permit issued in accordance with the Act.



Residential Zone means a Zone identified as a 'Residential Zone' in the Scheme.

Scheme means the Mitchell Planning Scheme.

subject land means the whole of the land described in Certificate of Title Volume 9493 Folio 573 being situated at 1425 Northern Highway, Kilmore or any part of that land.

2. AGREEMENT UNDER SECTION 173 OF THE ACT

The Responsible Authority 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.

3. EFFECT OF AGREEMENT

- 3.1 This Agreement is effective from the date of this Agreement.
- 3.2 The Owner's use and development of the subject land is subject to the conditions and obligations set out in this Agreement which provide for the use or development of the subject land for the specified purposes and which are intended to achieve or advance the objectives of the Scheme.
- 3.3 The Owner's obligations will take effect as separate and several covenants which will be annexed to and run at law and equity with the subject land to bind the Owner and each successor, assign or transferee of the Owner including the registered proprietor, the mortgagee in possession and the beneficial owner for the time being of the subject land.

4. OWNER'S WARRANTIES

Without limiting the operation or effect of this Agreement, the Owner warrants that:

- 4.1 except for the parties to this Agreement, any mortgagee who has consented to this Agreement, and any other persons disclosed in writing to the Responsible Authority before the signing of this Agreement, no other person has any interest either legal or equitable in the subject land which may be affected by this Agreement or by development or use of the subject land pursuant to the Scheme or any permit or approved plan under the Scheme;
- 4.2 the Owner has obtained all necessary authorities and consents to bind all other persons who have any interest either legal or equitable in the subject land.

5. SUCCESSORS IN TITLE

Without limiting the operation or effect of this Agreement, the Owner must ensure that, until this Agreement is recorded on the folio of the register which relates to the subject land, the Owner's successors in title will:

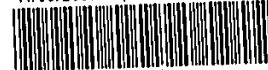
- 5.1 give effect to, do all acts and sign all documents requiring those successors to give effect to this Agreement; and
- 5.2 execute a deed agreeing to be bound by this Agreement.

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6. COVENANTS OF OWNER

6.1 Owner's Covenants

The Owner covenants that following the subdivision of the subject land in accordance with the permit and proposed plan of subdivision PS607106B, the subject land may not be further subdivided in any way so as to create an additional lot.

6.2 Notice

The Owner covenants to bring this Agreement to the attention of all prospective purchasers, mortgagees, transferees and assigns.

6.3 Compliance

The Owner covenants to:

6.3.1 comply with the requirements of all statutory authorities in relation to the development of the subject land;

6.3.2 comply with all statutes, regulations, local laws and planning controls in relation to the subject land; and

6.3.3 take all necessary steps to comply with the obligations of each clause in this Agreement;

6.4 Registration

The Owner covenants to:

6.4.1 consent to the Responsible Authority 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 subject land in accordance with Section 181 of the Act; and

6.4.2 do all things necessary to enable the Responsible Authority 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.

6.5 Mortgagee to be Bound

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

6.6 Responsible Authority's Costs to be Paid

The Owner covenants to pay immediately on demand to the Responsible Authority the Responsible Authority's reasonable costs and expenses (including legal expenses) incidental to the preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement which (until paid) are and remain a charge on the subject land.

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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 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.

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 must be severed and the other provisions of this Agreement remain operative.

7.4 No Fettering of the Responsible Authority's Powers

This Agreement does not fetter or restrict the power or discretion of the Responsible Authority to make or impose requirements or conditions in connection with any use or development of the subject land or the granting of any planning approval, the approval or certification of any plans of subdivision or consolidation applicable to the subject land or the issue of a Statement of Compliance in connection with any such plans.

8. ENDING OF AGREEMENT

8.1 This Agreement ends in the event that the Subject Land is rezoned to a Residential Zone.

8.2 As soon as reasonably practicable after this Agreement has ended, the Responsible Authority will, at the request and at the cost of the Owner make application to the Registrar of Titles under s.183(2) of the Act to cancel the recording of this Agreement on the register.

9. NOTICES

9.1 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:

9.1.1 personally on the party; or

9.1.2 by sending it by pre-paid post, addressed to that party at that party's address specified in this document or subsequently notified to each party as that party's address for service; or

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

9.2 Time of Service

A notice or other communication is deemed served:

- 9.2.1 if served personally, upon service;
- 9.2.2 if posted within Australia to an Australian address, 2 business days after posting and in any other case, 7 business days after posting;
- 9.2.3 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; or
- 9.2.4 if received after 6.00 pm in the place of receipt or on a day which is not a business day, at 9.00 am on the next business day.

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10. INTERPRETATION

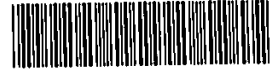
In this Agreement, unless expressed or implied to the contrary:

- 10.1 undefined terms or words have the meanings given in the Act or the Scheme;
- 10.2 the singular includes the plural and the plural includes the singular;
- 10.3 a reference to a gender includes a reference to the other genders;
- 10.4 a reference to a person includes a reference to a firm, corporation or other corporate body;
- 10.5 if a party consists of more than one person this Agreement binds them jointly and each of them severally;
- 10.6 a reference to a 'planning scheme' or 'the Scheme' includes any amendment, consolidation, or replacement of such scheme and any document incorporated by reference into such scheme;
- 10.7 a reference to a statute includes any statutes amending, consolidating or replacing those statutes and any regulations made under the statutes;
- 10.8 where, in this Agreement, the Responsible Authority may exercise any power, duty or function, that power may be exercised on behalf of the Responsible Authority by an authorised or delegated officer;
- 10.9 all headings are for ease of reference only and do not affect the interpretation of this Agreement;
- 10.10 the Recitals to this Agreement form part of this Agreement.

EXECUTED by the parties

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THE COMMON SEAL OF THE MITCHELL SHIRE COUNCIL WAS HERETO AFFIXED IN THE PRESENCE OF:



[Handwritten signature]

Maustaelle

Councillor

[Handwritten signature]

Chief Executive Officer

SIGNED SEALED AND DELIVERED by ALEX TZELEPIS in the presence of:

[Handwritten signature]
[Handwritten signature]

Witness

) *[Handwritten signature]*

SIGNED SEALED AND DELIVERED by NANCY TZELEPIS in the presence of:

[Handwritten signature]

Witness

) *[Handwritten signature]*

SIGNED SEALED AND DELIVERED by CHRISTOS TZELEPIS in the presence of:

[Handwritten signature]

Witness

) *[Handwritten signature]*

SIGNED SEALED AND DELIVERED by KATHERINE TZELEPIS in the presence of:

[Handwritten signature]

Witness

) *[Handwritten signature]*

SIGNED SEALED AND DELIVERED by
JOHN SKANTZOS in the presence of:

Moulo Zannat

Witness

)
)
)
..... *[Signature]*

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SIGNED SEALED AND DELIVERED by
BETTY SKANTZOS in the presence of:

Moulo Zannat

Witness

)
)
)
..... *Betty Skantzos*

Australia and New Zealand Banking Group Limited as Mortgagee under Instrument of Mortgage No. AC036986H which encumbers the subject land consents to the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement.

..... *[Signature]*

