

Vendor Statement

The vendor makes this statement in respect of the land in accordance with section 32 of the *Sale of Land Act 1962*.

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

The purchaser acknowledges being given this statement signed by the vendor with the attached documents before the purchaser signed any contract.

Land	1/63 Thomson Street, Belmont 3216	
Vendor's name	Ian Flintoff and Julie Flintoff (as Trustees of the Flintoff Family Superannuation Fund)	Date / /
Vendor's signature		
Purchaser's name		Date / /
Purchaser's signature		
Purchaser's name		Date / /
Purchaser's signature		

1. FINANCIAL MATTERS

1.1 Particulars of any Rates, Taxes, Charges or Other Similar Outgoings (and any interest on them)

- (a) Is contained in the attached certificates – City of Greater Geelong, State Revenue Office – Land Tax and Owners Corporation;
- (b) Barwon Water – rates are approximately \$800.00 p.a.

1.2 Particulars of any Charge (whether registered or not) imposed by or under any Act to secure an amount due under that Act, including the amount owing under the charge.

NIL, TO THE VENDORS' KNOWLEDGE

1.3 Terms Contract

This section 1.3 only applies if this vendor statement is in respect of a terms contract where the purchaser is obliged to make 2 or more payments (other than a deposit or final payment) to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land.

Not Applicable.

1.4 Sale Subject to Mortgage

This section 1.4 only applies if this vendor statement is in respect of a contract which provides that any mortgage (whether registered or unregistered), is NOT to be discharged before the purchaser becomes entitled to possession or receipts of rents and profits.

Not Applicable.

2. INSURANCE

2.1 Damage and Destruction

This section 2.1 only applies if this vendor statement is in respect of a contract which does NOT provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits.

Not Applicable.

2.2 Owner Builder

This section 2.2 only applies where there is a residence on the land that was constructed by an owner-builder within the preceding 6 years and section 137B of the *Building Act* 1993 applies to the residence.

Not Applicable.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

- (a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered): -

Is in the attached copies of title documents.

- (b) Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:

NIL, TO THE VENDORS' KNOWLEDGE

3.2 Road Access

There is NO access to the property by road if the square box is marked with an 'X'

3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area under section 192A of the *Building Act* 1993 if the square box is marked with an 'X'

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the land, being a notice, order, declaration, report, recommendation or approved proposal of which the vendor might reasonably be expected to have knowledge:

Are as follows:

NIL, TO THE VENDORS' KNOWLEDGE

4.2 Agricultural Chemicals

There are NO notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes. However, if this is not the case, the details of any such notices, property management plans, reports or orders, are as follows:

NIL, TO THE VENDORS' KNOWLEDGE

4.3 Compulsory Acquisition

The particulars of any notices of intention to acquire that have been served under section 6 of the *Land Acquisition and Compensation Act 1986* are as follows:

NIL, TO THE VENDORS' KNOWLEDGE

5. BUILDING PERMITS

Particulars of any building permit issued under the *Building Act 1993* in the preceding 7 years (required only where there is a residence on the land):

Not Applicable.

6. OWNERS CORPORATION

This section 6 only applies if the land is affected by an owners corporation within the meaning of the *Owners Corporations Act 2006*.

6.1 Attached is a current owners corporation certificate with its required accompanying documents and statements, issued in accordance with section 151 of the *Owners Corporations Act 2006*.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not applicable.

8. SERVICES

The services which are marked with an 'X' in the accompanying square box are NOT connected to the land:

Electricity supply <input type="checkbox"/>	Gas supply <input checked="" type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input checked="" type="checkbox"/>
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9. TITLE

Attached are copies of the following documents:

9.1 (a) **Registered Title**

A Register Search Statement and the document, or part of a document, referred to as the 'diagram location' in that statement which identifies the land and its location.

10. SUBDIVISION

10.1 Unregistered Subdivision

This section 10.1 only applies if the land is subject to a subdivision which is not registered.

Not Applicable.

10.2 Staged Subdivision

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the *Subdivision Act 1988*.

Not Applicable.

10.3 Further Plan of Subdivision

This section 10.3 only applies if the land is subject to a subdivision in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed.

Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

(Disclosure of this information is not required under section 32 of the Sale of Land Act 1962 but may be included in this vendor statement for convenience.)

Details of any energy efficiency information required to be disclosed regarding a disclosure affected building or disclosure area affected area of a building as defined by the *Building Energy Efficiency Disclosure Act 2010* (Cth)

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

12. DUE DILIGENCE CHECKLIST

(The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate agent must make a prescribed due diligence checklist available to purchasers before offering land for sale that is vacant residential land or land on which there is a residence. The due diligence checklist is NOT required to be provided with, or attached to, this vendor statement but the checklist may be attached as a matter of convenience.)

- Vacant Residential Land or Land with a Residence
- Attach Due Diligence Checklist (this will be attached if ticked)

13. ATTACHMENTS

(Any certificates, documents and other attachments may be annexed to this section 13)

(Additional information may be added to this section 13 where there is insufficient space in any of the earlier sections)

(Attached is an "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)



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

VOLUME 09827 FOLIO 202

Security no : 124089967570R
Produced 18/05/2021 10:14 AM

LAND DESCRIPTION

Lot 1 on Registered Plan of Strata Subdivision 029167X.
PARENT TITLE Volume 09368 Folio 916
Created by instrument SP029167X 12/08/1988

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
IAN FLINTOFF
JULIE FLINTOFF both of 525-531 BOUNDARY ROAD CHARLEMONT VIC 3217
AQ196646Q 31/08/2017

ENCUMBRANCES, CAVEATS AND NOTICES

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 or Section 12 Strata Titles Act 1967 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE SP029167X 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: SUITE 1 63 THOMSON STREET BELMONT VIC 3216

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. SP029167X

DOCUMENT END



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 18/05/2021 10:17:40 AM

**OWNERS CORPORATION
PLAN NO. SP029167X**

The land in SP029167X is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property, Lots 1, 4 - 8, 10, 11.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

AAA MANAGEMENT 13 MERCER STREET GEELONG VIC 3220

AF469977R 16/11/2007

Owners Corporation Manager:

NIL

Rules:

Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

NIL

Notations:

NIL

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property	0	0
Lot 1	7	7
Lot 4	5	5
Lot 5	8	8
Lot 6	6	6
Lot 7	6	6
Lot 8	4	4



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 18/05/2021 10:17:40 AM

OWNERS CORPORATION
PLAN NO. SP029167X

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.


Land Parcel	Entitlement	Liability
Lot 10	32	32
Lot 11	67	67
Total	135.00	135.00

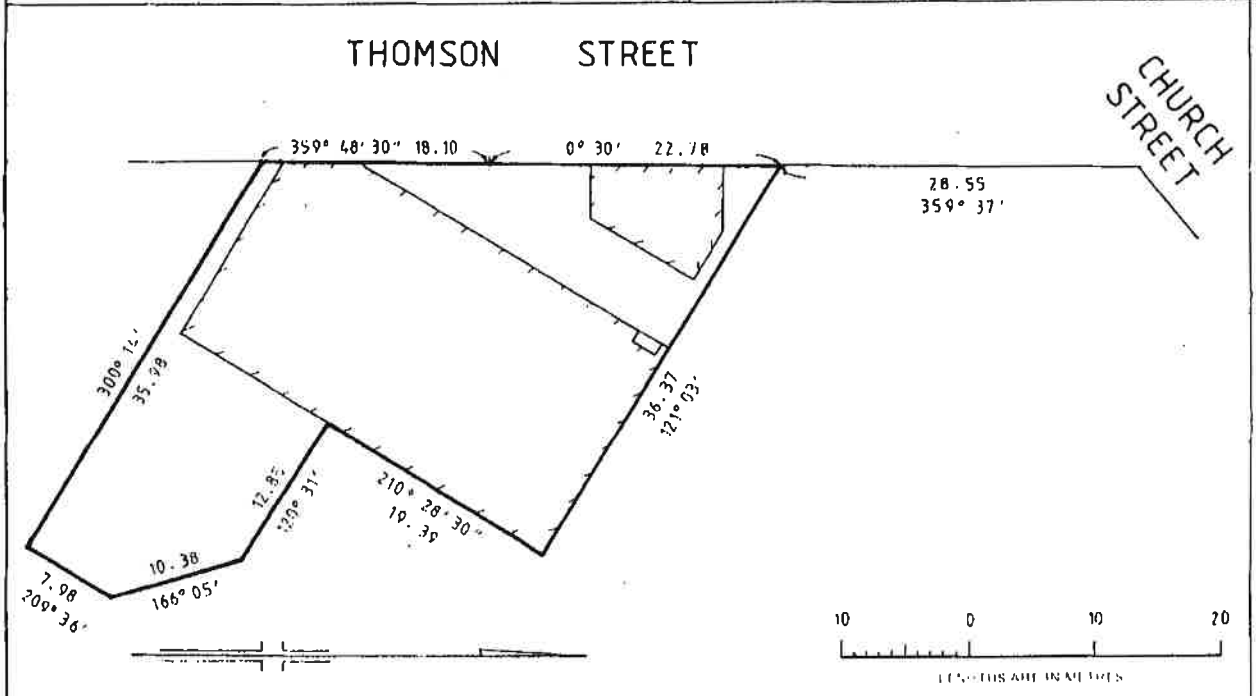
From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan, Instrument or Folio is to be read as a reference to an Owners Corporation.

Statement End.

SP 29167

29167 X.

CHART 5		PLAN OF STRATA SUBDIVISION	EDITION 2
THE PARCEL The whole of the land described in Certificate of Title Volume 9368 Folio 916 being part of Crown ALLOTMENT 1 PORTION 24 Parish of BARRARBOOL County of GRANT		REGISTERED	 TIME 9.00 AM DATE 12.8.88
POSTAL ADDRESS OF BUILDINGS 33-35 THOMSON STREET BELMONT 3216			



SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO THE WHOLE OF THIS PLAN.

Diagram showing the external boundaries of the site and the location in relation thereto at ground level of all buildings in the parcel

SURVEYORS CERTIFICATE
 I, GRANT L. S'QUENTIN OF 138 HIGH STREET, BELMONT, 3216,
 a surveyor licensed under the Surveyors Act 1978 certify
 that this plan and any measurements on which it is based
 have been made by me or under my personal direction and
 supervision; that the standard of accuracy of any measure-
 ments made to determine the external boundaries of the
 site complies with the requirements of and under the
 Surveyors Act 1978; that the plan accurately represents as at
 the TENTH day of MARCH 1988
 in the manner required by or under the Strata Titles Act
 1967 and by or under the Surveyors Act 1978; and within
 the limitations of the scale used and the standard of accuracy
 required, the boundaries of the units and the location at
 ground level of all buildings in the parcel in relation to the
 external boundaries of the site; and that all units are within
 the parcel.

Signature: *Grant L. S'quentin* Date: 11-3-1988

SEAL OF MUNICIPALITY AND ENDORSEMENT
 Sealed pursuant to Section 6 of Strata Title Act

The Council of the City of South Barwon hereby consents to
 the Subdivision of Land as shown on this Plan in witness
 whereof the Seal of the Municipality was hereto affixed this
 TWENTIETH day of
 APRIL 1988 In the presence of
[Signature] Mayor
[Signature] Councillor
[Signature] Town Clerk

SCHEDULE OF UNIT ENTITLEMENT AND UNIT LIABILITY

LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS

FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT & LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES

G. L. S'QUENTIN & ASSOCIATES 138 HIGH STREET BELMONT 3216 PH. (052) 44 2241	SURVEYORS REF 1341 / 87	VICTORIA	<i>[Signature]</i> LICENSED SURVEYOR SHEET 1 OF 5 SHEETS
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SP 29167

LEGEND

- THE BUILDING IN THE PARCEL A PART OF WHICH IS CONTAINED IN UNIT 1 IS A SINGLE STOREY BUILDING.
- THE UPPER BOUNDARY OF UNIT 1 IS 8 METRES ABOVE THAT PART OF THE SITE WHICH IS WITHIN THE VERTICAL OR NEAR VERTICAL BOUNDARIES OF THE UNIT AS SHOWN ON THE DIAGRAM ON SHEET 3 HEREOF.
THE LOWER BOUNDARY OF UNIT 1 IS 1 METRE BELOW THAT PART OF THE SITE.
- THE BUILDING IN THE PARCEL A PART OF WHICH IS CONTAINED IN EACH OF UNITS 4 TO 8 (BOTH INCLUSIVE) IS A TWO STOREY BUILDING.
THE RELEVANT STOREY OF THE PART OF THE BUILDING CONTAINED IN EACH UNIT IS SHOWN IN THE TABLE HEREUNDER
- THE LOWER BOUNDARY OF EACH OF UNITS 4 TO 8 (BOTH INCLUSIVE) LIES WITHIN THE FLOOR OF THAT PART OF THE RELEVANT STOREY WHICH IS WITHIN THE VERTICAL OR NEAR VERTICAL BOUNDARIES OF THE RELEVANT UNIT AS SHOWN ON THE APPROPRIATE DIAGRAM ON SHEET 3 HEREOF.
- THE UPPER BOUNDARY OF EACH OF UNITS 4 TO 8 (BOTH INCLUSIVE) LIES WITHIN THE CEILING OF THAT PART OF THE RELEVANT STOREY.

TABLE

<u>UNIT</u>	<u>RELEVANT STOREY</u>
4 TO 8 AND LOTS 10 AND 11	GROUND STOREY
11	TOPMOST STOREY

- NO UNIT ON THIS PLAN IS AN ACCESSORY UNIT.
- THE COMMON PROPERTY IS ALL THE LAND IN THE PARCEL EXCEPT THE LAND IN UNITS 1, 4 TO 8 AND LOTS 10 AND 11

G. L. STUQUENTIN & ASSOCIATES
138 HIGH STREET
BELMONT 3216
PH. (052) 46 2241

SURVEYORS (VIC)
1341 / 87

VICTORIA

[Signature]
[Signature]
LICENSED SURVEYOR
SHEET 2

SP029167X

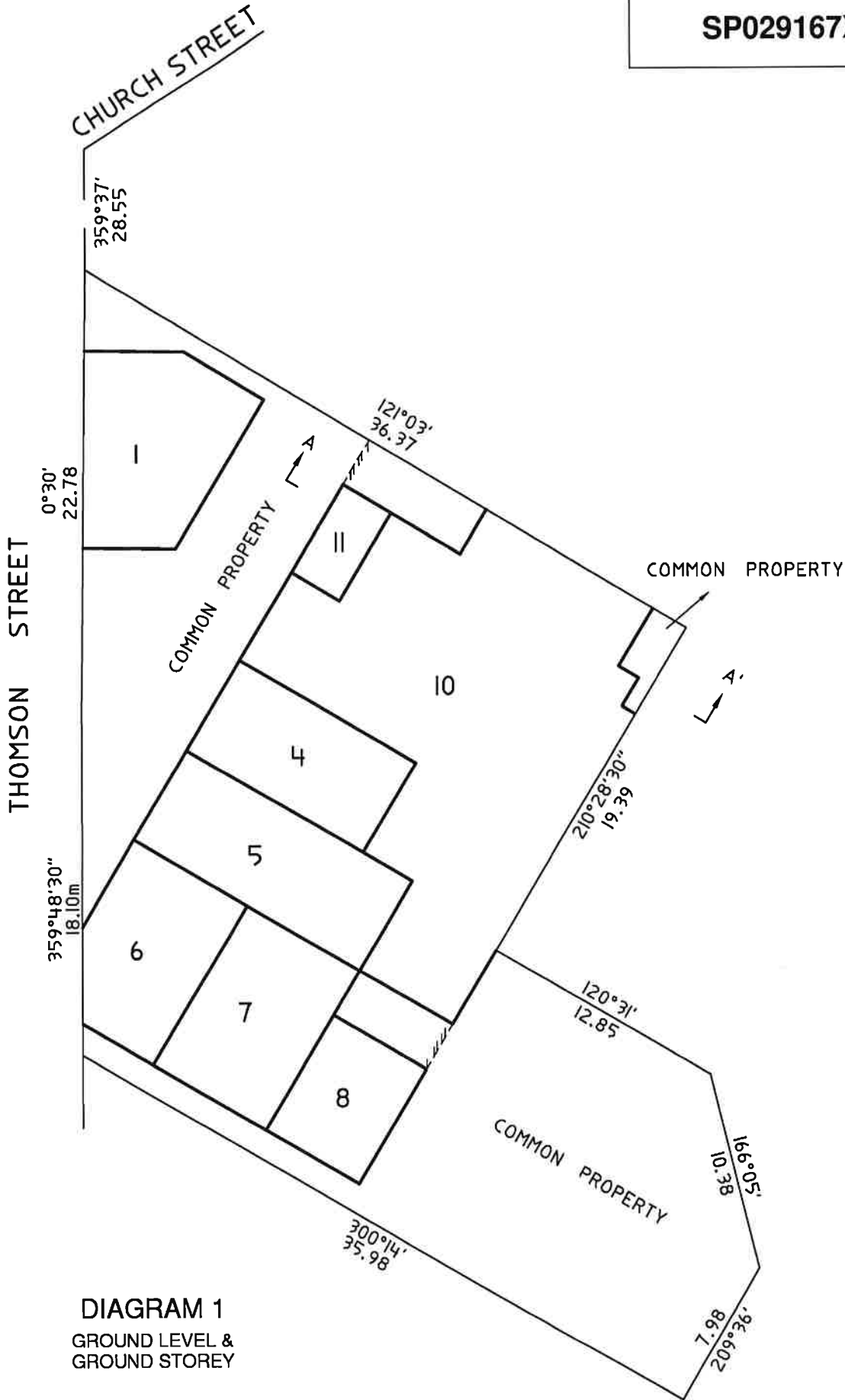


DIAGRAM 1
GROUND LEVEL &
GROUND STOREY

ADAM O'HALLORAN & ASSOCIATES Land Surveyors PO Box 445 Alreys Inlet 3231 Ph. (03) 5289 6668 Fax. (03) 5289 6670	LENGTHS ARE IN METRES	SCALE 1 : 200	ORIGINAL SHEET SIZE: A3	FILE REF: 1199	SHEET 3
	Digitally signed by: Adam Michael O'Halloran (Adam O'Halloran & Associates), Surveyor's Plan Version (03), 06/06/2016 Amended: 18/11/2016		Digitally signed by: City of Greater Geelong, 27/07/2016, SPEAR Ref: S084707A		

SP029167X

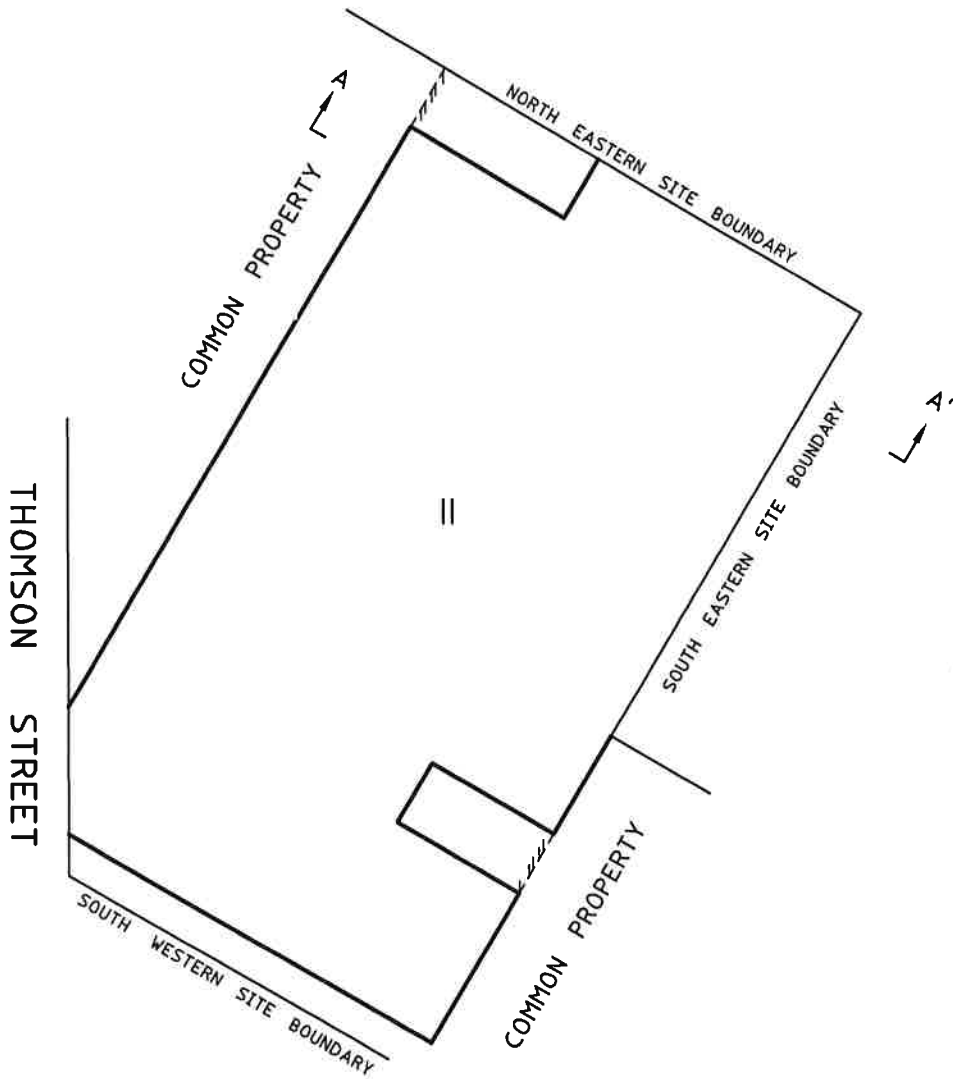


DIAGRAM 2
TOP MOST STOREY

ADAM O'HALLORAN & ASSOCIATES Land Surveyors PO Box 445 Alreys Inlet 3231 Ph. (03) 5289 6668 Fax. (03) 5289 6670	2 0 2 4 6 8 10 LENGTHS ARE IN METRES	SCALE 1 : 200	ORIGINAL SHEET SIZE: A3	FILE REF: 1199	SHEET 4
	Digitally signed by: Adam Michael O'Halloran (Adam O'Halloran & Associates), Surveyor's Plan Version (03), 06/06/2016 Amended: 18/11/2016		Digitally signed by: City of Greater Geelong, 27/07/2016, SPEAR Ref: S084707A		

SP029167X

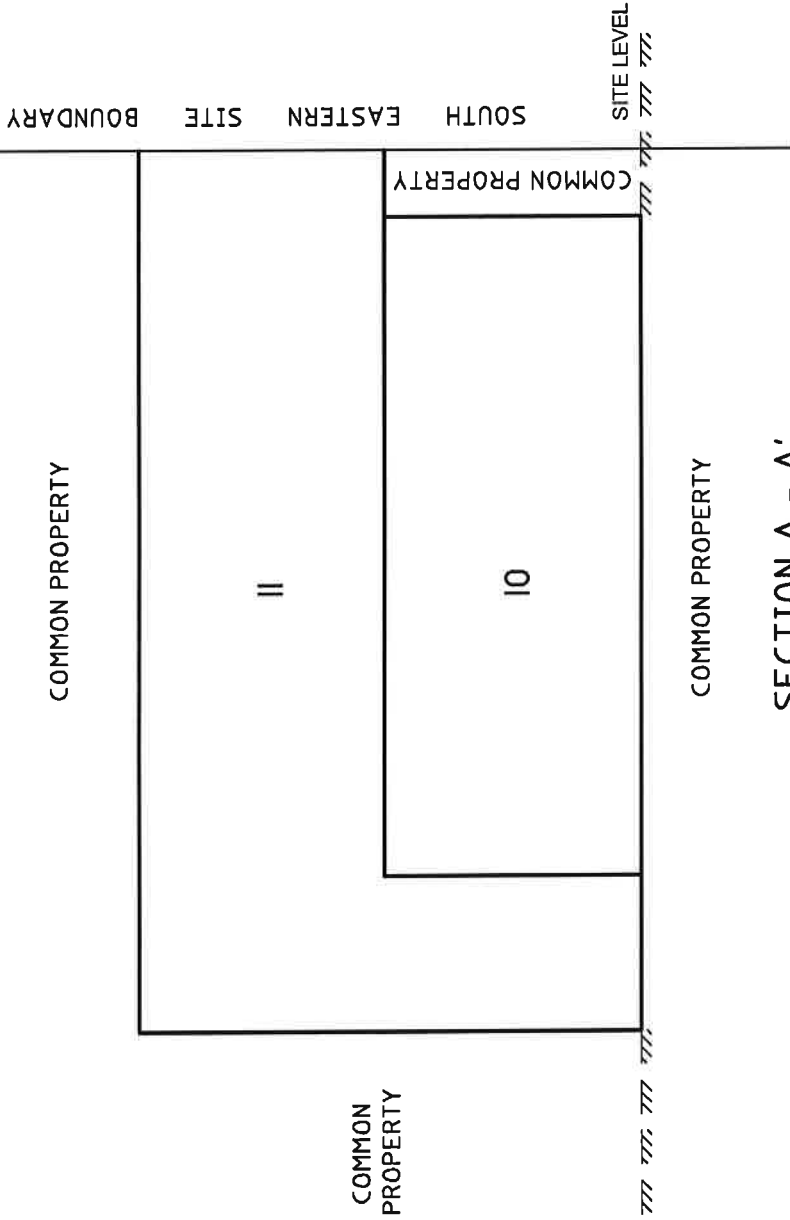


DIAGRAM 2
TOP MOST STOREY
SHEET 3

DIAGRAM 1
GROUND LEVEL &
GROUND STOREY
SHEET 2

SECTION A - A'
NOT TO SCALE

ADAM O'HALLORAN & ASSOCIATES
Land Surveyors
PO Box 445 Alreys Inlet 3231
Ph. (03) 5289 6668 Fax. (03) 5289 6670

<p>Digitally signed by: Adam Michael O'Halloran (Adam O'Halloran & Associates) Surveyor's Plan Version (03), 05/06/2016 Amended: 18/11/2016</p>	<p>SCALE</p> <p>LENGTHS ARE IN METRES</p>	<p>ORIGINAL SHEET SIZE: A3</p>	<p>FILE REF: J19 9</p>	<p>SHEET 5</p>
<p>Digitally signed by: City of Greater Geelong, 27/07/2016, SPEAR Ref: S084707A</p>				

2020-21 RATES, VALUATION AND CHARGES NOTICE



ABN 18 374 210 672

All items are GST free.

I M Flintoff and J D Flintoff
525-531 Boundary Road
CHARLEMONT VIC 3217

Macqu



**ONE
PAYMENT
IN FULL**

\$2,365.40

Due by
15 February 2021

or pay by instalment

To become an instalment payer you must pay your first instalment in full by 30 September 2020, otherwise your balance will be due on 15 February 2021.

**FIRST
INSTALMENT**

\$591.50

Due by
30 September 2020

**SECOND
INSTALMENT**

\$591.30

Due by 30 November 2020

**THIRD
INSTALMENT**

\$591.30

Due by 28 February 2021

**FOURTH
INSTALMENT**

\$591.30

Due by 31 May 2021

Rating Period 1 July 2020 to 30 June 2021
Declared 1 July 2020
Valuation Level 1 January 2020
Operative 1 July 2020
Issue Date 27 August 2020

RATE NO.	28983
PROPERTY	Suite No. 1/63 Thomson Street, BELMONT VIC 3216 Lot 1 SP 29167- Belmont Denture Clinic
AVPCC	220 - Office Premises (Single Occupancy)
VALUATIONS	Site: land only \$75,000 Capital improved: land + building + improvements \$360,000 Net annual: \$25,194
RATES AND CHARGES	Commercial Rate 0.0053208 x \$360,000 \$1,915.45 Sub Total \$1,915.45
FIRE SERVICES PROPERTY LEVY	Classification: Commercial Commercial Variable 0.000611 x \$360,000 \$219.95 Commercial Fixed \$230.00 Sub Total \$449.95
Total Due	\$2,365.40

PAYMENT OPTIONS

ONLINE OR BY PHONE

Online: www.geelongaustralia.com.au/rates
Phone: 1300 858 058 Ref: **28983**

A payment processing fee of 0.59 per cent applies for payments by Visa and Mastercard.

BPAY

Billers Code: 17475
Ref: **1000 0028 9835**

Payment via internet or phone banking, from your cheque or savings account, Visa and Mastercard.

DIRECT DEBIT

Call 5272 5272 for an application form, or go to www.geelongaustralia.com.au

CENTREPAY

Call 5272 5272 to request a Centrepay deduction from your Centrelink payment

Please be aware transactions after 20 August 2020 may not be included in this notice.

Full payment

\$2,365.40



*877 289835

Or First instalment

\$591.50



*877 289835

Council Use



Sewer Drainage Plan Request

18-05-2021

Wightons C/- InfoTrack C/- LANDATA
2 Lonsdale Street
Melbourne

1 63 THOMSON ST BELMONT 3216

In accordance with your application dated 18/05/2021 please find attached our response to your Sewers and Drains Plan request.

The plan shows the location of sewers vested in Barwon Water, and the sewer drain connecting the premises to Barwon Water's sewers. This information has been obtained from plans kept by Barwon Water for its own purposes. The plans may show the position of such underground water and sewerage services and other structures and equipment relative to fences, buildings, levels, and the like as these existed at the time such plant was installed. The plans have not necessarily been amended to take account of any subsequent change in any matter. Barwon Water does not warrant or hold out that the plans show more than the presence or absence of the services and will accept no liability arising from use of the information shown on the plans.

It should be noted the erection of any building, wall, bridge, fence, or other structure over, under, or within one metre laterally of any sewer vested in Barwon Water is prohibited by the Water Act 1989, unless the written consent of Barwon Water is first obtained.

Our Ref: EC350277

Your Ref: 4560

Agent Ref: 48865159-030-7

Yours faithfully.

Manager Customer Centre

SB4738



Supersedes Appⁿ SB4507.

L.I. 606

Sewerage Area No.
GEELONG WATERWORKS AND SEWERAGE TRUST
 Detail Plan No. 173 Municipality South Barwon Drainage Plan No. SB 4738

AMENDED
PLAN OF DRAINAGE FOR

Highmont Estates

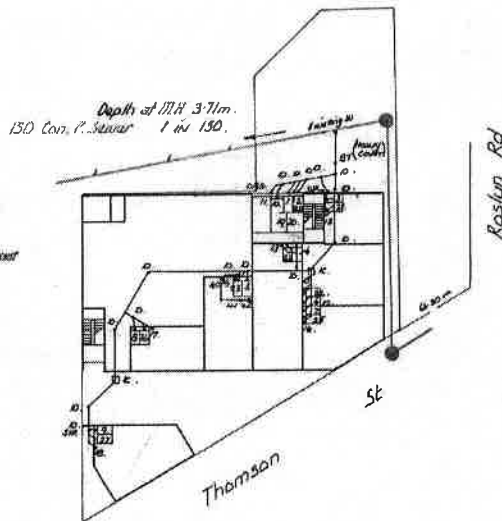
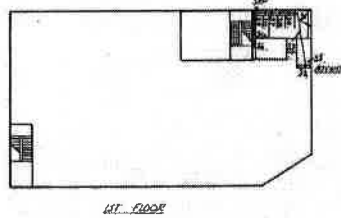
B.T. Boundary Trap
 C.I.P. Cast Iron Pipe
 D.G. Disconnector Gully
 D.V. Drainage Vent
 F.G. Floorwaste Gully
 G.I.T. Grease Interceptor Trap

G.V. Ground Vent
 H.C.D. House Connection Drain
 I.C. Inspection Chamber
 I.O. Inspection Opening
 J.U. Jump Up
 O.R.G. Overflow Relief Gully

P.V.C. Poly Vinyl Chloride Pipe
 S.V.P. Stack Vent Pipe
 T.I.T. Triple Interceptor Trap
 V.C.P. Vitrified Clay Pipe
 Y.G. Yard Gully
 (See By-Law No. 97, G. W. & S. T. and Uniform Plumbing and Sewerage Regulations Victoria.)

Scale 1:500

Fixtures Fee: \$



Gr. Floor: ——— FIXTURES ——— Fee \$105.00.

- 1 to 9. Closets.
 - 10. Urinal.
 - 11 to 13. Sinks.
 - 19 to 27. Basins.
 - 28. Sanitary Disposal Unit.
- All fixtures except Nos 9, 11, 19 and 20 to be connected to unventilated branch drain.

1st Floor

- 29, 30. Closets.
 - 31. Urinal.
 - 32. Sink.
 - 33. Cleaners Sink.
 - 34, 35. Basins.
 - 36. Sanitary Disposal Unit.
- All 1st floor fixtures to be connected by group vent system.

— Amendment ——— Fee \$20.00.

- All fixtures on 1st floor repositioned.
 1st Floor
 37 to 39. Closets to be connected by group vent system.

Drain to be laid to amended design.

Amndt. AGO 4-6-81.
 Chd. 4-4-81.

J. Moloney
 Engineer in Chief

- Gr. Floor: — Amendment ——— Fee \$8.00.
 40. Basin to be connected to unventilated branch drain.

Amndt. AGO 13-8-81.
 Chd. 13-8-81

— Amendment ——— Fee \$84.00.

J. Moloney
 Engineer in Chief

- 41, 42. Basins to be connected to U.B.D.

U.B.D. to be extended from existing branch.

I.D.P. 88-10-91
 Checked: 88-10-91

J. Moloney
 Engineer

Examined: *elaba* (Sb) *elaba* (Sb) *elaba* (Sb)
 Date: 24-6-81 30-10-91

J. Moloney
 Engineer in Chief

Received	Revised	Plotted	Traced	Sewer Details	Designed	Checked
C.W. 16-4-81		C.T. 18-4-81	C.T. 18-4-81	C.T. 16-4-81	AGG. 22-4-81	AGG. 22-4-81

Property Clearance Certificate

Taxation Administration Act 1997



INFOTRACK / WIGHTONS

Your Reference:	210676
Certificate No:	47376973
Issue Date:	18 MAY 2021
Enquiries:	MXM0

Land Address: SUITE 1, 63 THOMSON STREET BELMONT VIC 3216

Land Id	Lot	Plan	Volume	Folio	Tax Payable
25441752	1	29167	9827	202	\$0.00
	1	29167			

Vendor: IAN MARK FLINTOFF AND JULIE DIANNE FLINTOFF AS TRUSTEES OF THE FLINTOFF FAMILY S
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
FLINTOFF FAMILY SUPERANNUATION I	2021	\$75,000	\$0.00	\$0.00	\$0.00

Comments:

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick
 Commissioner of State Revenue

CAPITAL IMP VALUE:	\$360,000
SITE VALUE:	\$75,000
AMOUNT PAYABLE:	\$0.00



Notes to Certificates Under Section 95AA of the *Taxation Administration Act 1997*

Certificate No: 47376973

Power to Issue Certificate

1. The Commissioner of State Revenue can issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:
 - Land tax that has been assessed but is not yet due,
 - Land tax for the current tax year that has not yet been assessed, and
 - Any other information that the Commissioner sees fit to include, such as the amount of land tax applicable to the land on a single holding basis and other debts with respect to the property payable to the Commissioner.

Land tax is a first charge on land

3. Unpaid land tax (including Vacant Residential Land Tax, interest and penalty tax) is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any such unpaid land tax.

Information for the purchaser

4. If a purchaser of the land described in the Certificate has applied for and obtained a Certificate, the amount recoverable from the purchaser cannot exceed the 'amount payable' shown. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

5. Despite the issue of a Certificate, the Commissioner may recover a land tax liability from a vendor, including any amount identified on this Certificate.

General Information

6. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
7. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$75,000

Calculated as \$0 plus (\$75,000 - \$0) multiplied by 0.000 cents.

Property Clearance Certificate - Payment Options

BPAY



Billers Code: 5249
Ref: 47376973

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD



Ref: 47376973

Visa or Mastercard

Pay via our website or phone 13 21 61.
A card payment fee applies.

sro.vic.gov.au/paylandtax

Property Report from www.land.vic.gov.au on 18 May 2021 10:03 AM

Address: SUITE 1/63 THOMSON STREET BELMONT 3216

Lot and Plan Number: Lot 1 SP29167

Standard Parcel Identifier (SPI): 1\SP29167

Local Government (Council): GREATER GEELONG **Council Property Number:** 240438

Directory Reference: Melway 451 H11

Note: There are 6 properties identified for this site.

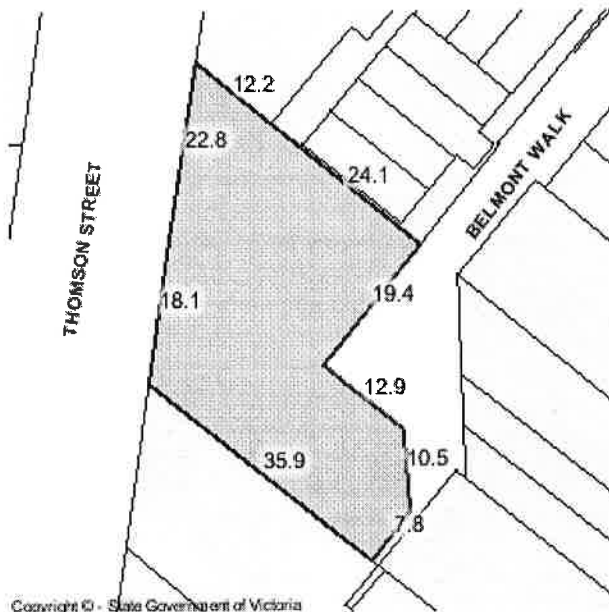
These can include units (or car spaces), shops, or part or whole floors of a building.
Dimensions for these individual properties are generally not available.

**This property is not in a designated bushfire prone area.
No special bushfire construction requirements apply. Planning provisions may apply.**

Further information about the building control system and building in bushfire prone areas can be found in the Building Commission section of the Victorian Building Authority website www.vba.vic.gov.au

Site Dimensions

All dimensions and areas are approximate. They may not agree with the values shown on a title or plan.



Area: 1197 sq. m

Perimeter: 164 m

For this property:

- Site boundaries
- Road frontages

Dimensions for individual parcels require a separate search, but dimensions for individual units are generally not available.

For more accurate dimensions get copy of plan at [Title and Property Certificates](#)

State Electorates

Legislative Council: WESTERN VICTORIA

Legislative Assembly: GEELONG

Utilities

Rural Water Corporation: Southern Rural Water

Urban Water Corporation: Barwon Water

Melbourne Water: outside drainage boundary

Power Distributor: POWERCOR (Information about [choosing an electricity retailer](#))

Planning information continued on next page

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Planning Zone Summary

Planning Zone: COMMERCIAL 1 ZONE (C1Z)
SCHEDULE TO THE COMMERCIAL 1 ZONE (C1Z)

Planning Overlay: None

Planning scheme data last updated on 12 May 2021.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting [Planning Schemes Online](#)

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the *Planning and Environment Act 1987*. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to [Titles and Property Certificates](#)

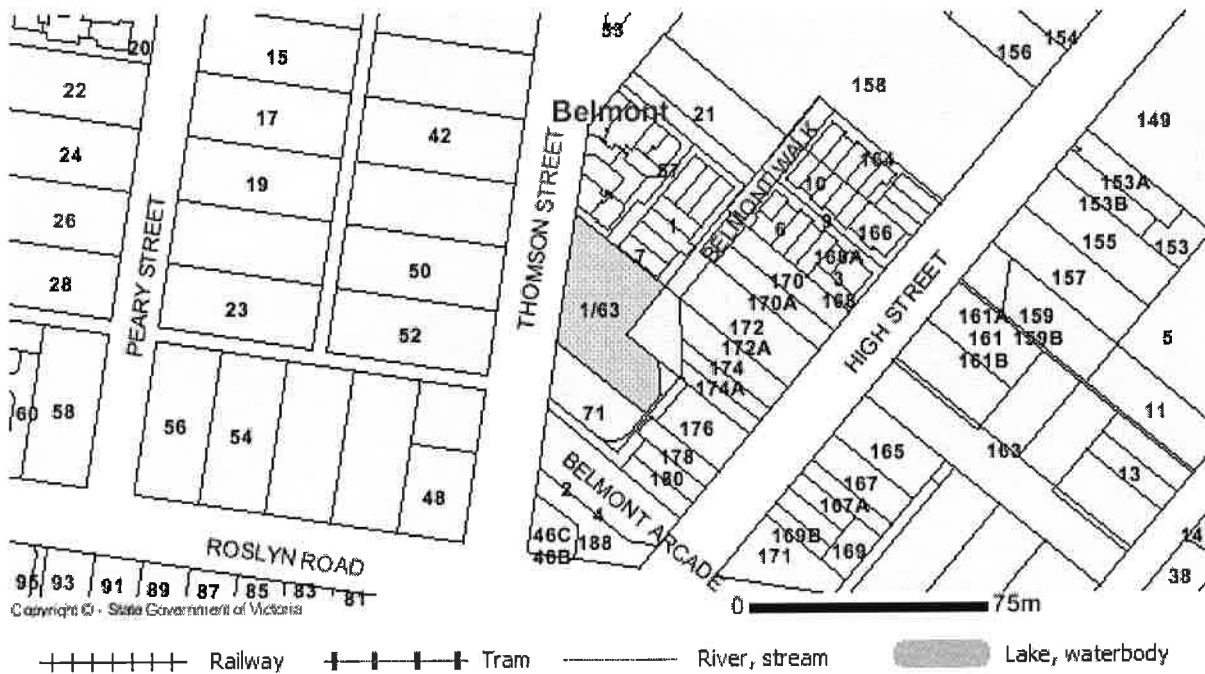
The Planning Property Report includes separate maps of zones and overlays

For details of surrounding properties, use this service to get the Reports for properties of interest

To view planning zones, overlay and heritage information in an interactive format visit [Planning Maps Online](#)

For other information about planning in Victoria visit www.planning.vic.gov.au

Area Map



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OC No 29167

63 Thomson Street BELMONT VIC 3216

Lot 1 (Unit 1)

OWNERS CORPORATION CERTIFICATE

03 5221 3774

ISSUED: 03 June 2021

If you wish to make payment of the settlement amount via EFT please utilise the BPAY details located on the attached Contribution Notice.

Owners Corporation Certificate

Section 151 Owners Corporation Act 2006 and Reg 11 Owners Corporation Regulations 2018
Subdivision Act 1988

Owners Corporation No. 1 Strata Plan No. 29167
Registered Address: 63 Thomson Street BELMONT VIC 3216
Lot Address: As above

Vendor Name: Flintoff Holdings Pty Ltd
Reference: 210676

Purchaser Name:
Contact Details:

This certificate is issued for Lot 1 / Unit 1 on Plan No. 29167

The postal address of which is c/- Body Corporate Strata Group PO Box 7078 Hawthorn Vic 3122

IMPORTANT: The information in this certificate is issued on 03 June 2021. You should obtain a new certificate for current information prior to settlement.

1. The present fees for the above Lot are \$689.00 per annum for the year commencing 01 August 2020 paid Bi-Annual. (The annual contribution fee is subject to change depending on the budget set for the year.)

Due Date	Contribution Amount
01 August 2020	\$344.50
01 February 2021	\$344.50

NOTE: The contribution amounts shown may vary slightly due to rounding.

2. The fees are paid up until 31 July 2021. If settlement should occur on or after any due date a further contribution fee will be due and payable plus the top up fee if the budget increases at the AGM.

3. The total of any Unpaid fees is now \$0.00. The total of any Unpaid Special Levy fees is \$0.00.

4. The following adjustment levy has been struck and is payable on the date indicated below:
Nil

5. The following special fees or levies have been struck and are payable on the dates indicated below:
Nil

6. The repairs, maintenance or other work or act which has been or is about to be performed which may incur an additional charges which have not been included in the annual fees and special levy fees are as follows:
Nil

7. The Owners Corporation has the following insurance cover:

Insurance Broker Name:	Strata Insurance
Insurance Valuation Supplier Name:	WBP
Last Valuation Date:	07 October 2016
Amount At Last Valuation Date:	\$3,470,000.00
Next Insurance Valuation Due Date:	07 October 2019
Insurance Underwriter:	Strata Insurance - CHU
Policy Number:	CS0006044393
Sum Insured:	\$3,752,805.00
Premium:	\$6,985.19
Policy Renewal Date:	01 May 2022

This summary is not a policy document and is only an outline of the coverage.
The terms, conditions and limitations of the Insurers policy shall prevail at all times.

Policy Type: Commercial Strata Insurance
Insured: OC No. 29167
Situation: 63 THOMSON STREET BELMONT VIC 3216
Policy Period: 01/05/2021 to 01/05/2022 at 4:00pm
Covering:

Cover Selected	Sum Insured
POLICY 1 INSURED PROPERTY (Building)	3,752,805
Loss of Rent/Temp Accommodation (15%)	562,920
INSURED PROPERTY (Common Area Contents)	37,528
FLOOD	Not selected
Excess 5 Any event of any kind. \$500	
Excess Earthquake - The lesser of \$20,000 or 1% of Policy 1 Insured Property	
POLICY 2 LIABILITY TO OTHERS	30,000,000
POLICY 3 VOLUNTARY WORKERS	200,000/2,000
POLICY 4 WORKERS COMPENSATION (ACT, TAS & WA ONLY)	Not selected
POLICY 5 FIDELITY GUARANTEE	250,000
POLICY 6 OFFICE BEARER'S LEGAL LIABILITY	5,000,000
MACHINERY BREAKDOWN	100,000
POLICY 7 Loss of Rent/Temp Accommodation (20%)	20,000
Excess Any event of any kind. \$500	
POLICY 8 CATASTROPHE INSURANCE (Insured Property)	Not selected
Extended cover – Rent/Temp Accommodation	Not selected
Escalation in Cost of Temp Accommodation	Not selected
Cost of Storage and Evacuation	Not selected
POLICY 9 PART A - Government Audit Costs	25,000
PART B - Appeal Expenses - common property health & safety breaches	100,000
PART C - Legal Defence Expenses	50,000
Excess Legal Defence Expenses \$1,000	
POLICY 10 LOT OWNER'S FIXTURES AND IMPROVEMENTS (per lot)	250,000

EXCESSES As per policy wording

Special Conditions/Endorsements

Risk Survey (VIC)

Acceptance of cover is subject to completion of a risk survey and subsequently any reasonable risk recommendations completed as soon as possible, after cover is bound.

Terrorism Wording

The Insurers have determined that this policy (or part thereof) is a policy to which the Terrorism Insurance Act 2003 (the Act) applies.

We have based this determination on:

- the fact that 20% or more of the building's area, is used for non-residential purposes, OR
- the Building Sum Insured shown above is equal to or greater than \$50,000,000.

The Insurers have reinsured their liability under the Act with the Commonwealth Government reinsurer, the Australian Reinsurance Pool Corporation (ARPC). The Insurers are required to pay a premium to the ARPC and that amount together with the cost of that part of the cover provided by them and administrative costs associated with the legislation is reflected in the premium charged to you.

This additional premium totals \$85.89 and is subject to Government taxes and charges such as GST and Stamp Duty where applicable.

Insurer: Strata Insurance - CHU

Support Insurer: QBE Insurance (Australia) Limited
82 Pitt Street
SYDNEY NSW 2000
AFSL Licence No: 239545

Proportion: 100%

Insurance Brokers Code of Practice & External Disputes Resolution Service

Strata Solutions International Pty Ltd Trading as Strata Insurance subscribe to the Insurance Brokers Code of Practice and the Australian Financial Complaints Authority. AFCA administer an independent and free external dispute resolution service for our clients. Please visit www.stratainsurance.net or contact our office for further details.

Strata Solutions International Pty Ltd trading as Strata Insurance ABN 58 080 071 307 AFS Licence no 234722

PO Box 7069, Hawthorn North VIC 3122

Tel: 03 9597 0357

Email: contacts@stratainsurance.net

Web: www.stratainsurance.net

8. The Owners Corporation has resolved that members may arrange their own insurance under Section 63 of the Act as follows:
Nil

9. The total funds held by the Owners Corporation as at 03 June 2021 are:

Admin Fund: \$11,550.28

Maintenance Fund: \$0.00

Total Fund Held: \$11550.28

10. The Owners Corporation has liabilities that are not covered by annual fees, special levies and repairs and maintenance as set out above as follows:

None known as of this stage except that the Manager has the authority to raise a cash flow levy at any stage should the Owners Corporation hold insufficient funds to meet the building insurance premium and/or ongoing working capital requirements of the common property.

11. The Owners Corporation has granted contracts, leases, licenses or agreements affecting the common property as follows:
COMMERCIAL LEASE OVER COMMON PROPERTY-SUBSTATION OPERATED BY POWERCOR (attached copy)

12. The Owners Corporation has made agreement to provide services to members and occupiers for a fee as follows:
Nil

13. The Owners Corporation has notices or orders served within in the last 12 months that have not been satisfied as follows:
Nil

14. The Owners Corporation is party to any proceedings or aware of any notices or orders which may give rise to proceedings as follows:
Nil

15. The Owners Corporation has resolved to appoint a manager.

16. No proposal has been made for the appointment of an administrator.

17. Any other Information:

This Certificate is valid for sixty (60) days from the date of this Certificate.

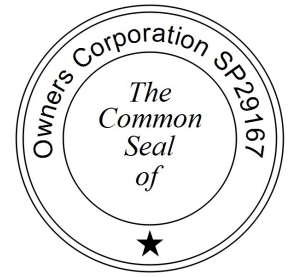
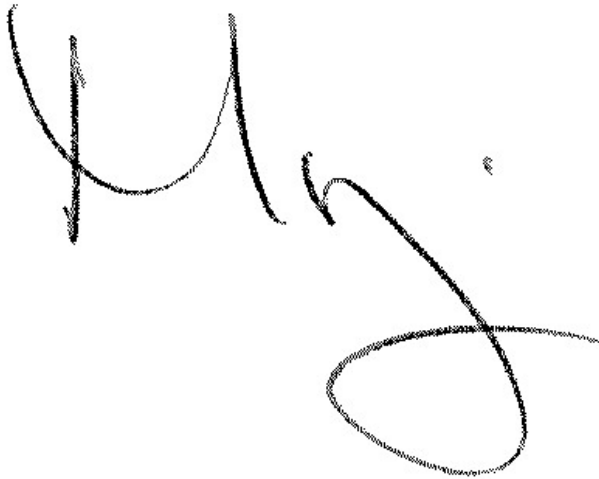
If you wish to make payment of the settlement amount via EFT please utilise the BPAY details located on the attached Contribution Notice.

18. The following documents are attached:

1. OC Certificate Pack Front Cover
2. Minutes Of Most Recent Meeting

- 3. Model Rules
- 4. Statement of Advice and Information

Signed on behalf of the Owners Corporation 29167 by



Ming Chan
Body Corporate Strata Group
PO Box 7078 Hawthorn Vic 3122

In capacity as Manager pursuant to an instrument of delegation made by the Owners Corporation
Further information can be obtained by an inspection of the owners corporation register

Notice to Owners

Owners Corporation	29167
Property Address	63 Thomson Street BELMONT VIC 3216
Meeting Date	Thursday, 10 September 2020
Meeting Location	Teleconference Number (03) 7020 6310 Laura Howard (Head) [Pin 37942]
Meeting Commenced	9:00 AM
Rep by	Laura Howard
Members Present	Nil
Proxies	Nil
Apologies	Nil
Non Attendance	Flintoff Holdings Pty Ltd (1), MR W STANFIELD (4), MR & MRS CORIC (5), An Khang Company Pty Ltd (6), Skemos Pty Ltd (7), Colin and Lisa McMeekin Property PL (8), FORQUAY PTY LTD (10), Development Frontiers Pty Ltd (11), INACTIVE LOT AS PER POS (Z1)
Non Financial Attendee	Nil

We refer to the recent Annual General Meeting scheduled on Thursday, 10 September 2020 and advise the following as no owners were present.

1. Declaration Of A Quorum

As a quorum was not present either in person or by proxy, all decisions at this meeting will remain interim decisions for a period of 28 days. They will become the resolutions of the Owners Corporation on the 29th day provided no objections are received in writing during this period.

2. Financial Reports

Financial reports have been prepared and circulated by Body Corporate Strata Group.

Year ending: 31-Jul-2020

Bank balance (Administration): \$15,231.31

Bank balance (Maintenance/Investment): \$0.00

3. Building Insurance

General Advice Warning

The Product Disclosure Statement (PDS) for the building insurance policy is available at www.bodycorporatestrata.com.au. The Manager recommends that the Members of the Owners Corporation refer to the PDS to make an assessment on whether the product satisfies your building needs and objectives.

The following cover will be continued with the present insurance company:

Insurance Broker Name:

Strata Insurance

Insurance Valuation Supplier Name:	WBP
Last Valuation Date:	07-Oct-2016
Last Valuation Amount:	\$3,470,000.00
Next Insurance Valuation Due Date:	07-Oct-2019
Insurer	Strata Insurance - CHU
Policy Number:	CS0006044393
Sum Insured:	\$3,643,500.00
Premium:	\$6,481.71
Insurance Policy Expiry Date:	01-May-2021

A copy of the full Insurance policy is available on StrataPortl at <https://bcsg.strataport.com.au>.

The Members of the Owners Corporation resolved by ordinary resolution to accept the suggested building insured amount, inclusive of office bearers liability insurance, upon renewal.

Members further resolve that the Manager may engage a broker or agent in the future to source the insurance cover on behalf of the Owners Corporation.

4. OHS Requirements

The Members of the Owners Corporation resolved by ordinary resolution that an OH&S inspection and assessment is not to be undertaken this year.

5. Annual Budget

Admin Fund

Description	Proposed Amount	Amended Amount Subtotal	Amended Amount GST	Amended Amount Total
Disbursement charge	\$408.00	\$370.91	\$37.09	\$408.00
Essential Services - repairs & maintenance	\$1,000.00	\$909.09	\$90.91	\$1,000.00
Essential Services - Auditing	\$350.00	\$318.18	\$31.82	\$350.00
Insurance	\$7,250.00	\$6,590.91	\$659.09	\$7,250.00
Legislative & Compliance fee	\$420.00	\$381.82	\$38.18	\$420.00
Maintenance	\$1,000.00	\$909.09	\$90.91	\$1,000.00
Management fees	\$2,364.18	\$2,149.25	\$214.93	\$2,364.18
Professional Services - accounting legal other	\$55.00	\$50.00	\$5.00	\$55.00
Schedule 2.2 charges	\$440.00	\$400.00	\$40.00	\$440.00
Sub Total	\$13,287.18	\$12,079.25	\$1,207.93	\$13,287.18

Maintenance Fund

Description	Proposed Amount	Amended Amount Subtotal	Amended Amount GST	Amended Amount Total
Nil Maintenance Fund items				
Sub Total	\$0.00	\$0.00	\$0.00	\$0.00
Grand Total	\$13,287.18	\$12,079.25	\$1,207.93	\$13,287.18

6. Owners Corporation Contributions

Instalment Number	Date
-------------------	------

Instalment Number	Date
1	01-Aug-2020
2	01-Feb-2021

P:3

Lot No	Owners	Proposed (Annual)	Amended (Annual)	Proposed (Bi-Annual)	Amended (Bi-Annual)
1	Flintoff Holdings Pty Ltd (UOL: 7)	\$688.96	\$688.96	\$344.48	\$344.48
4	MR W STANFIELD (UOL: 5)	\$492.12	\$492.12	\$246.06	\$246.06
5	MR & MRS CORIC (UOL: 8)	\$787.39	\$787.39	\$393.69	\$393.69
6	An Khang Company Pty Ltd (UOL: 6)	\$590.54	\$590.54	\$295.27	\$295.27
7	Skemos Pty Ltd (UOL: 6)	\$590.54	\$590.54	\$295.27	\$295.27
8	Colin and Lisa McMeekin Property PL (UOL: 4)	\$393.69	\$393.69	\$196.85	\$196.85
10	FORQUAY PTY LTD (UOL: 32)	\$3,149.55	\$3,149.55	\$1,574.78	\$1,574.78
11	Development Frontiers Pty Ltd (UOL: 67)	\$6,594.38	\$6,594.38	\$3,297.19	\$3,297.19
Z1	INACTIVE LOT AS PER POS (UOL: 0)	\$0.00	\$0.00	\$0.00	\$0.00
Grand Total:		\$13,287.18	\$13,287.18		

The Members of the Owners Corporation resolved by ordinary resolution to approve the Owners Corporation Contributions as proposed, which reflects the units of liability as detailed on the Plan of Subdivision.

7. Penalty Interest

The Members of the Owners Corporation resolved by ordinary resolution to apply Penalty Interest in accordance with the Owners Corporation Act 2006 Part 3, Section 29 (1&2). The rate of interest charged will change from time to time depending on the market rate but will not exceed the maximum rate of interest payable under the Penalty Interests Rates Act 1983.

The Members of the Owners Corporation resolved by ordinary resolution to refer all requests for the removal of Penalty Interest from a Contributions Notice to the Committee and/or the Chairperson. No Penalty Interest will be removed without a reasonable explanation by the lot owner making the request. The Committee and/or the Chairperson undertake to act in good faith at all times.

8. Arrears

The Members of the Owners Corporation resolved by ordinary resolution that all Contributions overdue by 30 days from the due date will be liable for a \$42 Overdue Administration Fee and that all Contributions overdue by 60 days from the due date will be liable for a \$142 Overdue Administration Fee, payable to the Manager.

The Members of the Owners Corporation further resolved by ordinary resolution that, at its discretion, the Manager will submit accounts in arrears to its legal representatives for debt collection. In accordance with the Owners Corporation Act 2006 Section 32 the costs, including all associated legal fees, incurred in recovering fees, charges and interest owing will be fully recoverable by the indebted lot owner.

9. Appointment Of The Manager

In line with the terms of the Contract of Appointment, Body Corporate Strata Group will continue as the Manager.

10. Instrument Of Delegation

The Members of the Owners Corporation resolved by ordinary resolution to delegate the powers and functions of the Owners Corporation to the elected members of the Committee and/or the Chairperson in accordance with the Owners Corporation Act 2006 Section 11, except where a special or unanimous resolution is required. This Instrument will remain in force until the next Annual General Meeting when the Committee and/or Chairperson are elected. The Owners Corporation further delegates all the powers and functions to the Manager that are necessary for it to perform its duties as Manager, in accordance with Section 3.2 of the Contract of Appointment. This Instrument will

remain in force for the duration of the Contract of Appointment.

The Members further resolved that two persons who are owners (or a director of a corporation who is a lot owner) of separate lots and are Members of the Owners Corporation will execute an Instrument of Delegation and approve the affixing of the seal.

After Hours Contact — Tymaline Building Services (for emergency common property issues only) — contact 0418 362 023.

Schedule 2—Model rules for an owners corporation

Regulation 11

1 Health, safety and security

1.1 Health, safety and security of lot owners, occupiers of lots and others

A lot owner or occupier must not use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.

1.2 Storage of flammable liquids and other dangerous substances and materials

- (1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.
- (2) This rule does not apply to—
 - (a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
 - (b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.

2 Committees and sub-committees

2.1 Functions, powers and reporting of committees and sub-committees

A committee may appoint members to a sub-committee without reference to the owners corporation.

3 Management and administration

3.1 Metering of services and apportionment of costs of services

- (1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.
- (2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.
- (3) Subrule (2) does not apply if the concession or rebate—
 - (a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
 - (b) is paid directly to the lot owner or occupier as a refund.

4 Use of common property

4.1 Use of common property

- (1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
- (2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.
- (3) An approval under subrule (2) may state a period for which the approval is granted.
- (4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- (5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

4.2 Vehicles and parking on common property

An owner or occupier of a lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle—

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- (b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot;
or

- (c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

4.3 Damage to common property

- (1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
- (2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
- (3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
- (4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
- (5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5 Lots

5.1 Change of use of lots

An owner or occupier of a lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the owners corporation.

Example

If the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes.

5.2 External appearance of lots

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

5.3 Requiring notice to the owners corporation of renovations to lots

An owner or occupier of a lot must notify the owners corporation when undertaking any renovations or other works that may affect the common property and/or other lot owners' or occupiers' enjoyment of the common property.

6 Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

6.2 Noise and other nuisance control

- (1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.
- (2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

7 Dispute resolution

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.
- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the **Owners Corporations Act 2006**.
- (8) This process is separate from and does not limit any further action under Part 10 of the **Owners Corporations Act 2006**.

Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 12, Owners Corporations Regulations 2018

What is an owners corporation?

The lot you are considering buying is part of an owners corporation. Whenever a plan of subdivision creates common property, an owners corporation is responsible for managing the common property. A purchaser of a lot that is part of an owners corporation automatically becomes a member of the owners corporation when the transfer of that lot to the purchaser has been registered with Land Victoria.

If you buy into an owners corporation, you will be purchasing not only the individual property, but also ownership of, and the right to use, the common property as set out in the plan of subdivision. This common property may include driveways, stairs, paths, passages, lifts, lobbies, common garden areas and other facilities set up for use by owners and occupiers. In order to identify the boundary between the individual lot you are purchasing (for which the owner is solely responsible) and the common property (for which all members of the owners corporation are responsible), you should closely inspect the plan of subdivision.

How are decisions made by an owners corporation?

As an owner, you will be required to make financial contributions to the owners corporation, in particular for the repair, maintenance and management of the common property. Decisions as to the management of this common property will be the subject of collective decision making. Decisions as to these financial contributions, which may involve significant expenditure, will be decided by a vote.

Owners corporation rules

The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures.

You should look at the owners corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay.

Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

If you are interested in finding out more about living in an owners corporation, you can contact Consumer Affairs Victoria. If you require further information about the particular owners corporation you are buying into you can inspect that owners corporation's information register.

Management of an owners corporation

An owners corporation may be self-managed by the lot owners or professionally managed by an owners corporation manager. If an owners corporation chooses to appoint a professional manager, it must be a manager registered with the Business Licensing Authority (BLA).

If you are uncertain about any aspect of the owners corporation or the documents you have received from the owners corporation, you should seek expert advice.

Powercor Australia Ltd
ABN 69 064 631 109

Head Office
40 Market Street Melbourne
Telephone 03 9683 4499
Facsimile 03 9683 4499

Address all correspondence to
Locker Bag 14000
Melbourne Victoria 3001
DX 433 Melbourne
www.powercor.com.au



Our Ref: 33ER8001

29 March 2011

FORQUAY PTY LTD
C/- WMC Accounting
72-76 Ryrie Street
GEE LONG VIC 3220

To whom it may concern,

**SUBSTATION LEASE NO X5863 PAL "THOMSON - CHURCH"
LOCATION - 63-67 THOMSON STREET, BELMONT**

We refer to the Notice of Exercise of Option for the abovementioned lease which was delivered to you on 21 March 2011.

It is not clear from the plan attached to our existing lease precisely which parcels of land are now affected by our lease as the boundaries of the land have changed due to a registration of plan of strata subdivision SP29167X in 1988.

For completeness we have therefore served the Notice of Exercise of Option on you and any other owner of land that may be affected by the lease.

In order to clarify which titles are affected by the renewal of lease, a new lease plan will need to be prepared confirming the location of the electrical substation, access and cables on the land in accordance with new title boundaries.

Powercor will arrange the preparation of that plan and advise you as to whether your land is affected by the renewal of lease.

Please contact Mrs Domini Grima of our Real Estate Division on telephone 03 9683 4106 if you require any further information or assistance.

Yours faithfully


Christine Giulieri
Manager Real Estate

Jonathan D. daa man.
.com.au.

ISMELBLHB

Les Watts

From: Les Watts [lesw@aaaman.com.au]
Sent: Wednesday, 30 March 2011 4:04 PM
To: 'luke.hunter@knightfrank.com.au'
Subject: OC 29167X -63 Thomson St Belmont
Attachments: DOC300311-003.pdf

Hello Luke

As discussed, Powercor have advised that they will be exercising their option over a Lease for a Sub Station which is located adjoining Lot 2.

They have asked for a contact & we have provided your contact details.

Attached is a copy of the plan & lease for your information.

No action is required from yourselves only to provide access if required.

thanks

Les Watts
Manager
AAA Management
13 Mercer Street Geelong 3220
Tel: 5221 1355
Fax: 5221 1365

Les Watts

From: Les Watts [lesw@aaaman.com.au]
Sent: Wednesday, 30 March 2011 3:53 PM
To: 'dgrima@powercor.com.au'
Cc: 'luke.hunter@knightfrank.com.au'
Subject: OC 29167X -63 67 Thomson Street Belmont

Hello Domini

We act as Manager of the above Owners Corporation and we refer to your correspondence dated 29th March 2011 where you state that you will exercising your option for the Substation Lease over the common property which abuts Lot 2.

Our records show that Lot 2 is managed by Knight Frank Real Estate, Geelong West-Contact is Luke Hunter 5223 8304.

Please contact Luke if you require access.

regards

Les Watts
Manager
AAA Management
13 Mercer Street Geelong 3220
Tel: 5221 1355
Fax: 5221 1365

THIS LEASE made the *Twenty-second* day of *February* One thousand nine hundred and *eighty-two* Between DORRO NOMINEES PTY LTD of 6 Charles Street Kew

10-
f
(hereinafter referred to as "the Lessor") of the one part and STATE ELECTRICITY COMMISSION OF VICTORIA of 15 William Street Melbourne (hereinafter referred to as "the Lessee") of the other part WITNESSETH that the Lessor HEREBY DEMISES unto the Lessee ALL THAT the land described in the First Schedule hereto TOGETHER with the rights set out in the Second Schedule hereto TO HOLD unto the Lessee for the term of THIRTY (30 YEARS commencing on the first day of July One thousand nine hundred and eight-one at a rental of TEN (10) CENTS per annum payable on demand during the said term.

The Lessee HEREBY for itself and its assigns COVENANTS with the Lessor and his assigns that the Lessee during the said term:—

STAMP DUTY VICTORIA

RECEIPTS 12764 11A 8 25FEB92 \$VVVVVVVV10.00

1. Will pay the said rent.
2. Will not assign underlet or part with the possession of the demised premises or any part thereof without the consent in writing of the Lessor.
3. Will use the demised premises only as a site for an electrical substation and for other purposes incidental to the receiving distributing transforming and supplying of electricity.
4. Will keep the demised premises in good and tenantable repair and condition and within a reasonable time after the expiration or sooner determination of the said term remove from the demised premises the substation and electrical apparatus of the Lessee and amend or make reparation for all damage caused to the demised premises thereby.

AND the Lessor HEREBY for the Lessor and his assigns COVENANTS with the Lessee and its assigns as follows:—

1. That the Lessee performing and observing all the covenants by the Lessee herein contained may quietly hold and enjoy the demised premises during the said term without any interruption from the Lessor or any person claiming through the Lessor.
2. That the Lessor will keep the easement area referred to in the Second Schedule free of anything which is or may be an obstruction or hindrance to or an interference with the rights hereby granted.
3. That the Lessor will pay all rates taxes assessments and outgoings of every description payable in respect of the demised premises.

PROVIDED ALWAYS and it is hereby agreed and declared as follows:—

(a) That if there shall be a breach of any of the covenants by the Lessee herein contained the Lessor may re-enter upon the demised premises and immediately thereupon the said term shall determine.

(b) That should the Lessee with the consent expressed or implied of the Lessor remain in occupation of the demised premises after the expiration of the term hereby created or any extension thereof then as from such expiration the Lessee shall be deemed to be a half-yearly tenant subject to the provisions of this Lease so far as the same can be construed to apply to a half-yearly tenancy and such tenancy may be determined at any time by six months' previous notice in writing by either party to the other.

(c) That any notice or demand by one party hereto on or to the other party to be made or given under this Lease shall be sufficiently made or given if in writing and delivered to the party to whom it is directed or if posted by prepaid mail and addressed to such party at its address herein set out.

(d) If the Lessee shall desire to take a renewed lease of the demised premises for a further term of *thirty (30)* years from the expiration of the term hereby granted and of such desire shall prior to the expiration of the said term give to the Lessor three months' previous notice in writing and shall pay the rent reserved by and perform the covenants by the Lessee herein contained up to the expiration of the term hereby granted the Lessor will demise to the Lessee the demised premises for the further term of *thirty (30)* years at the same annual rental and subject to the same covenants and provisos as are herein contained except this proviso for renewal.

(e) In the interpretation of these presents wherever the context admits "Lessor" shall be deemed to include the executors administrators and transferees of the Lessor and other persons deriving title under the Lessor.

Where there is more than one Lessor the covenants on their part shall be deemed joint and several covenants.

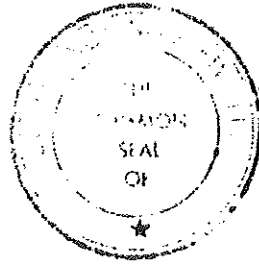
Where the Lessor is a corporation "Lessor" shall be deemed to include it and its successors and transferees.

"Lessee" shall include the State Electricity Commission of Victoria and its successors and permitted assigns.

Words importing the singular shall be deemed to include the plural and vice versa and words importing the masculine gender shall mean and include the feminine gender and neuter gender.

IN WITNESS whereof the parties hereto have executed these presents the day and the year first hereinbefore written.

The Common Seal of DORRO NOMINEES)
PTY LTD was hereto affixed in)
accordance with its Articles of)
Association as its officers.)
undersigned do certify -)



Handwritten signatures: 'L. Vangh' and 'M. Doughton'.

The Common Seal of STATE ELECTRICITY)
COMMISSION OF VICTORIA was hereto)
affixed with the authority of the)
Commission by its Acting)
Secretary FRANCIS JAMES GLYNN)
pursuant to Power of Attorney dated)
18 December 1980 a certified copy of)
which is filed in Permanent Order Book)
No 276 at Page 283 who states that he)
has no notice of any revocation of the)
said power.)

..... Acting Secretary

THE FIRST SCHEDULE HEREINBEFORE REFERRED TO

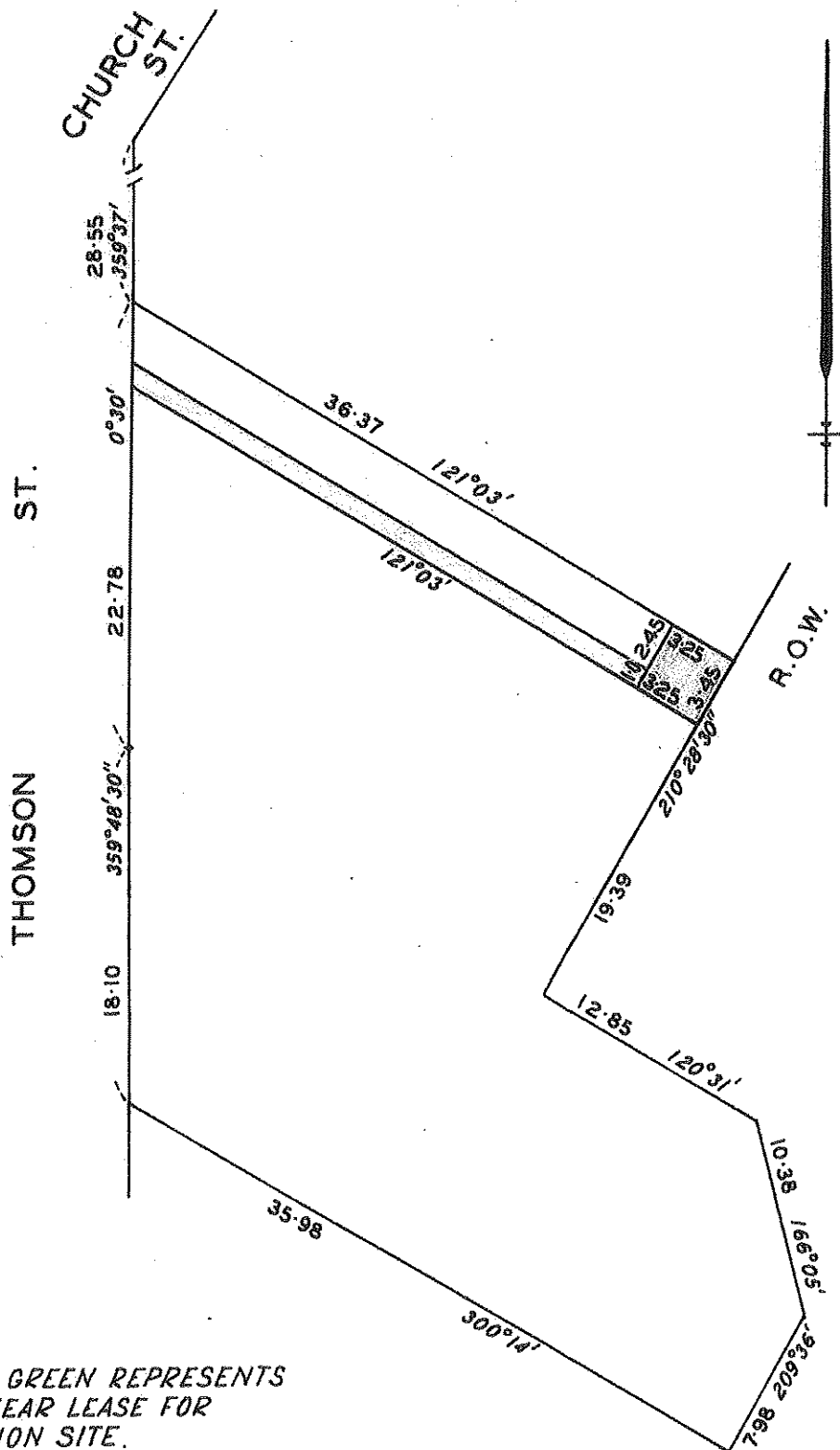
ALL THAT piece of land delineated and coloured green on the
plan marked VD 2/100 annexed hereto being part of Crown Allotment One
Portion 24 Parish of Barrarbool and being part of the land
described in Certificate of Title Volume 9368 Folio 916.

THE SECOND SCHEDULE HEREINBEFORE REFERRED TO

~~(a) Full and free right and liberty to and for the Lessee and its contractors servants agents and workmen to enter in and upon and to go pass and repass through over and along all parts of the land delineated and coloured on the said plan drawn hereon/annexed hereto (hereinafter called "the easement area") during the term hereof or any extension thereof for the purpose of erecting inspecting repairing maintaining renewing and removing such poles cables wires and other apparatus and appliances as may be required or desired for the transmission of electricity but so always that every electric cable or wire shall be erected at meters above the surface of the easement area.~~

Full and free right and liberty to and for the Lessee and its contractors servants agents and workmen to enter in and upon and to go pass and repass through over and along all parts of the land delineated and coloured blue on the said plan hereon/annexed hereto (hereinafter called "the easement area") during the term hereof or any extension thereof for the purpose of laying underground and fixing and covering in and inspecting repairing maintaining renewing and removing such electric cables wires and other apparatus and appliances as may be required or desired for the transmission of electricity but so always that the said appliances shall be set about four hundred and sixty millimetres below the surface of the easement area.

~~(b) Full and free right and liberty to and for the Lessee and its contractors servants agents and workmen during the said term or any extension thereof to go pass and repass over and along all parts of the land coloured on the said plan drawn hereon/annexed hereto with or without vehicles and equipment at all times and for all purposes~~



AREA COLOURED GREEN REPRESENTS PROPOSED 30 YEAR LEASE FOR S.E.C. SUBSTATION SITE.

AREA COLOURED BLUE REQUIRED FOR S.E.C. UNDERGROUND CABLE EASEMENT.

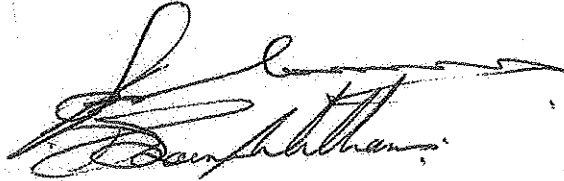
Handwritten signatures and initials

DRAWN B.W.D. 24.3.'81 CHECKED <i>[Signature]</i>	STATE ELECTRICITY COMMISSION OF VICTORIA BARWON ELECTRICITY SUPPLY REGION	
<i>[Signature]</i> REGIONAL DRAFTSMAN	N.T.S.	DRG. No. VD2/100
<i>[Signature]</i> for 2-11-81 C. MACQUEEN REGIONAL MANAGER	<u>PROPOSED LEASE & EASEMENT FOR</u> <u>SUBSTATION SITE ON C.A.I., PORTION 24</u> <u>PARISH OF BARRARBOOL (THOMSON - CHURCH SUBSTATION)</u>	

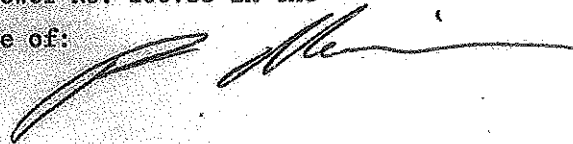
WE, SOLOMONS PTY LTD of 211 Malop Street Geelong,
 FEARNLEY INVESTMENTS PTY LTD of 132 Yarra Street Geelong,
 KINSLEY HOLDINGS PTY LTD of 42 Aberdeen Street Geelong West,
 ADRIAN ARTHUR ILLINGWORTH Dealer LANCELOT ARTHUR ILLINGWORTH Investor
 and MAJORY HILLSON ILLINGWORTH Married Woman all of 14 Heathfield Court Newton,
 NEVILLE FRANK TRETOWAN Service Station Proprietor and SUZANNE ELIZABETH
 TRETOWAN Married Woman both of 25 Hermitage Road Newtown being registered
 as the proprietors of the fee simple estate in inter alia the land described
 in the First and Second Schedules hereto and the Vendors named in the Contract
 of Sale dated the thirtieth day of June 1981 made with the Lessor and recorded
 in Caveat No J657658 in the Office of Titles DO HEREBY CONSENT to the granting
 of both this Lease with Easements and the Option for an extension of such
 tenancy.

DATED the 24th day of November 1981

SIGNED for and on behalf of:)
)
SOLOMONS PROPRIETARY LIMITED,)
FEARNLEY INVESTMENTS PTY. LTD.)
KINSLEY HOLDINGS PTY. LTD.)
ADRIAN ARTHUR ILLINGWORTH and)
LANCELOT ARTHUR ILLINGWORTH and)
MARJORY HILLSON ILLINGWORTH,)
NEVILLE FRANK TRETOWAN and)
SUZANNE ELIZABETH TRETOWAN)



by its and their Attornies
 under Power No. 200755 in the
 presence of:



*A clear indication (several signatures/executed Common Seal)
 please that the Vendors agree to the Commission's
 use of the land described.*

Vendors' Consent →

Powercor Australia Ltd
ABN 89 064 651 109

Head Office
40 Market Street Melbourne

Telephone 13 22 06
Facsimile 03) 9683 4499

Address all correspondence to
Locked Bag 14090
Melbourne Victoria 8001

DX 433 Melbourne
www.powercor.com.au



Our Ref: 33ER8001

29 March 2011

OWNERS CORPORATION PLAN NO. SP29167X
C/-AAA Management
13 Mercer Street
GEELONG VIC 3220

To whom it may concern,

SUBSTATION LEASE NO X5863 PAL "THOMSON - CHURCH"
LOCATION - 63-67 THOMSON STREET, BELMONT

We refer to the Notice of Exercise of Option for the abovementioned lease which was delivered to you on 23 March 2011.

It is not clear from the plan attached to our existing lease precisely which parcels of land are now affected by our lease as the boundaries of the land have changed due to a registration of plan of strata subdivision SP29167X in 1988.

For completeness we have therefore served the Notice of Exercise of Option on you and any other owner of land that may be affected by the lease.

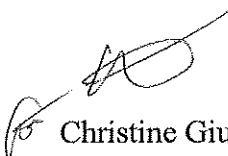
In order to clarify which titles are affected by the renewal of lease, a new lease plan will need to be prepared confirming the location of the electrical substation, access and cables on the land in accordance with new title boundaries.

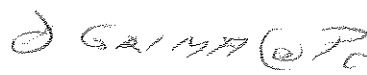
Powercor will arrange the preparation of that plan and advise you as to whether your land is affected by the renewal of lease.

Our surveyor will require access to your site to prepare the new plan and we should therefore be grateful if you would provide contact details for an authorised person to assist us in that regard.

Please contact Mrs Domini Grima of our Real Estate Division on telephone 03 9683 4106 if you require any further information or assistance.

Yours faithfully


Christine Giulieri
Manager Real Estate

 GRIMA@POWERCOR.COM.AU

**NOTICE OF EXERCISE OF OPTION
SUBSTATION LEASE (X5863), 63-67 THOMSON STREET, BELMONT
(Formerly known as 33-35 Thomson Street, Belmont)**

TO: OWNERS CORPORATION PLAN NO. SP29167X
C/-AAA Management
13 Mercer Street
Geelong VIC 3220

AND: CLAIRE EMILY BARNES
1 Marfell Court
Highton VIC 3216

AND: FORQUAY PTY LTD
C/- WMC Accounting
72-76 Ryrie Street
Geelong VIC 3220

FROM: POWERCOR AUSTRALIA LTD ACN 064 651 109 ("Powercor")

Pursuant to clause (d) of the lease dated 22 February 1984 granted by Dorro Nominees Pty Ltd as lessor to the State Electricity Commission of Victoria as lessee (**Lease**) (a copy of which is **enclosed**) in respect of which Powercor is now the lessee, of premises being part of the land formerly described in certificate of title volume 9368 folio 916 and described in the plan attached to the Lease and known as part of 63-67 Thomson Street, Belmont (**Demised Premises**), Powercor gives you notice of the desire of Powercor to take a renewed lease of the Demised Premises for a further term of thirty (30) years from the expiration of the term of the Lease.

DATED this 17th day of March 2011.

EXECUTED by POWERCOR AUSTRALIA LTD)
ACN 064 651 109 by its duly appointed attorney)
JULIE WILLIAMS, Chief Financial Officer)
pursuant to Power of Attorney dated 24)
December 2003 in the presence of:)

.....
Witness

THIS LEASE made the *Twenty-second* day of *February* One thousand nine hundred and *eighty-two* Between DORRO NOMINEES PTY LTD of 6 Charles Street Kew

(hereinafter referred to as "the Lessor") of the one part and STATE ELECTRICITY COMMISSION OF VICTORIA of 15 William Street Melbourne (hereinafter referred to as "the Lessee") of the other part WITNESSETH that the Lessor HEREBY DEMISES unto the Lessee ALL THAT the land described in the First Schedule hereto TOGETHER with the rights set out in the Second Schedule hereto TO HOLD unto the Lessee for the term of THIRTY (30 YEARS commencing on the first day of July One thousand nine hundred and eight-one at a rental of TEN (10) CENTS per annum payable on demand during the said term.

The Lessee HEREBY for itself and its assigns COVENANTS with the Lessor and his assigns that the Lessee during the said term:—

1. Will pay the said rent.
2. Will not assign underlet or part with the possession of the demised premises or any part thereof without the consent in writing of the Lessor.
3. Will use the demised premises only as a site for an electrical substation and for other purposes incidental to the receiving distributing transforming and supplying of electricity.
4. Will keep the demised premises in good and tenantable repair and condition and within a reasonable time after the expiration or sooner determination of the said term remove from the demised premises the substation and electrical apparatus of the Lessee and amend or make reparation for all damage caused to the demised premises thereby.

AND the Lessor HEREBY for the Lessor and his assigns COVENANTS with the Lessee and its assigns as follows:—

1. That the Lessee performing and observing all the covenants by the Lessee herein contained may quietly hold and enjoy the demised premises during the said term without any interruption from the Lessor or any person claiming through the Lessor.
2. That the Lessor will keep the easement area referred to in the Second Schedule free of anything which is or may be an obstruction or hindrance to or an interference with the rights hereby granted.
3. That the Lessor will pay all rates taxes assessments and outgoing of every description payable in respect of the demised premises.

PROVIDED ALWAYS and it is hereby agreed and declared as follows:—

(a) That if there shall be a breach of any of the covenants by the Lessee herein contained the Lessor may re-enter upon the demised premises and immediately thereupon the said term shall determine.

(b) That should the Lessee with the consent expressed or implied of the Lessor remain in occupation of the demised premises after the expiration of the term hereby created or any extension thereof then as from such expiration the Lessee shall be deemed to be a half-yearly tenant subject to the provisions of this Lease so far as the same can be construed to apply to a half-yearly tenancy and such tenancy may be determined at any time by six months' previous notice in writing by either party to the other.

(c) That any notice or demand by one party hereto on or to the other party to be made or given under this Lease shall be sufficiently made or given if in writing and delivered to the party to whom it is directed or if posted by prepaid mail and addressed to such party at its address herein set out.

(d) If the Lessee shall desire to take a renewed lease of the demised premises for a further term of thirty (30) years from the expiration of the term hereby granted and of such desire shall prior to the expiration of the said term give to the Lessor three months' previous notice in writing and shall pay the rent reserved by and perform the covenants by the Lessee herein contained up to the expiration of the term hereby granted the Lessor will demise to the Lessee the demised premises for the further term of thirty (30) years at the same annual rental and subject to the same covenants and provisos as are herein contained except this proviso for renewal.

(e) In the interpretation of these presents wherever the context admits "Lessor" shall be deemed to include the executors administrators and transferees of the Lessor and other persons deriving title under the Lessor.

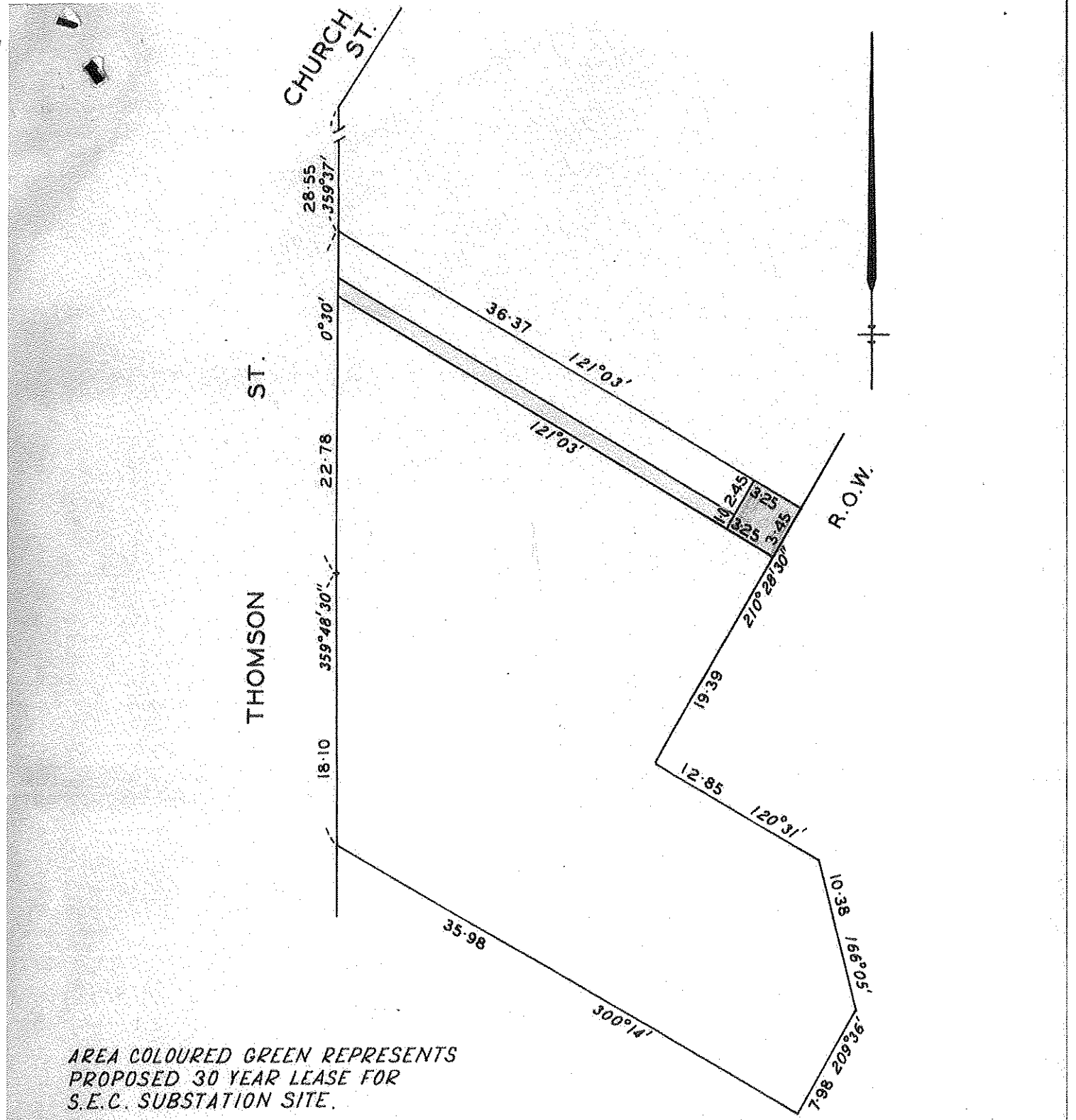
Where there is more than one Lessor the covenants on their part shall be deemed joint and several covenants.

Where the Lessor is a corporation "Lessor" shall be deemed to include it and its successors and transferees.

"Lessee" shall include the State Electricity Commission of Victoria and its successors and permitted assigns.

Words importing the singular shall be deemed to include the plural and vice versa and words importing the masculine gender shall mean and include the feminine gender and neuter gender.

STAMP DUTY VICTORIA
RECEIPT 12764 IIA
8 FEB 82
VVVVVVVV10.00



AREA COLOURED GREEN REPRESENTS PROPOSED 30 YEAR LEASE FOR S.E.C. SUBSTATION SITE.

AREA COLOURED BLUE REQUIRED FOR S.E.C. UNDERGROUND CABLE EASEMENT.

Handwritten signatures and initials:
 M.D.
 [Signature]
 [Signature]

DRAWN B.W.D. 24.9.81 CHECKED <i>[Signature]</i> 2/10/81 <i>[Signature]</i> 2/10/81 REGIONAL DRAFTSMAN	STATE ELECTRICITY COMMISSION OF VICTORIA BARWON ELECTRICITY SUPPLY REGION	
	N.T.S.	DRG. No. VD2/100
<i>[Signature]</i> for 2-11-81 C. MACQUEEN REGIONAL MANAGER	PROPOSED LEASE & EASEMENT FOR SUBSTATION SITE ON C.A.I., PORTION 24 PARISH OF BARRARBOOL (THOMSON - CHURCH SUBSTATION)	

DORRO NOMINEES PTY LTD

and

STATE ELECTRICITY COMMISSION
OF VICTORIA

LEASE

(No. 5863)

SE 509-7 (DP) R2

File No 144/10/229

THIS LEASE made the *Twenty-second* day of *February* One thousand nine hundred and *eighty-four* Between DORRO NOMINEES PTY LTD of 6 Charles Street Kew

(hereinafter referred to as "the Lessor") of the one part and STATE ELECTRICITY COMMISSION OF VICTORIA of 15 William Street Melbourne (hereinafter referred to as "the Lessee") of the other part WITNESSETH that the Lessor HEREBY DEMISES unto the Lessee ALL THAT the land described in the First Schedule hereto TOGETHER with the rights set out in the Second Schedule hereto TO HOLD unto the Lessee for the term of THIRTY (30 YEARS commencing on the first day of July One thousand nine hundred and eight-one at a rental of TEN (10) CENTS per annum payable on demand during the said term.

The Lessee HEREBY for itself and its assigns COVENANTS with the Lessor and his assigns that the Lessee during the said term:—

STAMP DUTY VICTORIA
TRANS 12757
RECEIPTS 12764 11A
8 25FEB82
VVVVVVVV10.00

1. Will pay the said rent.
2. Will not assign underlet or part with the possession of the demised premises or any part thereof without the consent in writing of the Lessor.
3. Will use the demised premises only as a site for an electrical substation and for other purposes incidental to the receiving distributing transforming and supplying of electricity.
4. Will keep the demised premises in good and tenantable repair and condition and within a reasonable time after the expiration or sooner determination of the said term remove from the demised premises the substation and electrical apparatus of the Lessee and amend or make reparation for all damage caused to the demised premises thereby.

AND the Lessor HEREBY for the Lessor and his assigns COVENANTS with the Lessee and its assigns as follows:—

1. That the Lessee performing and observing all the covenants by the Lessee herein contained may quietly hold and enjoy the demised premises during the said term without any interruption from the Lessor or any person claiming through the Lessor.
2. That the Lessor will keep the easement area referred to in the Second Schedule free of anything which is or may be an obstruction or hindrance to or an interference with the rights hereby granted.
3. That the Lessor will pay all rates taxes assessments and outgoings of every description payable in respect of the demised premises.

PROVIDED ALWAYS and it is hereby agreed and declared as follows:—

(a) That if there shall be a breach of any of the covenants by the Lessee herein contained the Lessor may re-enter upon the demised premises and immediately thereupon the said term shall determine.

(b) That should the Lessee with the consent expressed or implied of the Lessor remain in occupation of the demised premises after the expiration of the term hereby created or any extension thereof then as from such expiration the Lessee shall be deemed to be a half-yearly tenant subject to the provisions of this Lease so far as the same can be construed to apply to a half-yearly tenancy and such tenancy may be determined at any time by six months' previous notice in writing by either party to the other.

(c) That any notice or demand by one party hereto on or to the other party to be made or given under this Lease shall be sufficiently made or given if in writing and delivered to the party to whom it is directed or if posted by prepaid mail and addressed to such party at its address herein set out.

(d) If the Lessee shall desire to take a renewed lease of the demised premises for a further term of thirty (30) years from the expiration of the term hereby granted and of such desire shall prior to the expiration of the said term give to the Lessor three months' previous notice in writing and shall pay the rent reserved by and perform the covenants by the Lessee herein contained up to the expiration of the term hereby granted the Lessor will demise to the Lessee the demised premises for the further term of thirty (30) years at the same annual rental and subject to the same covenants and provisos as are herein contained except this proviso for renewal.

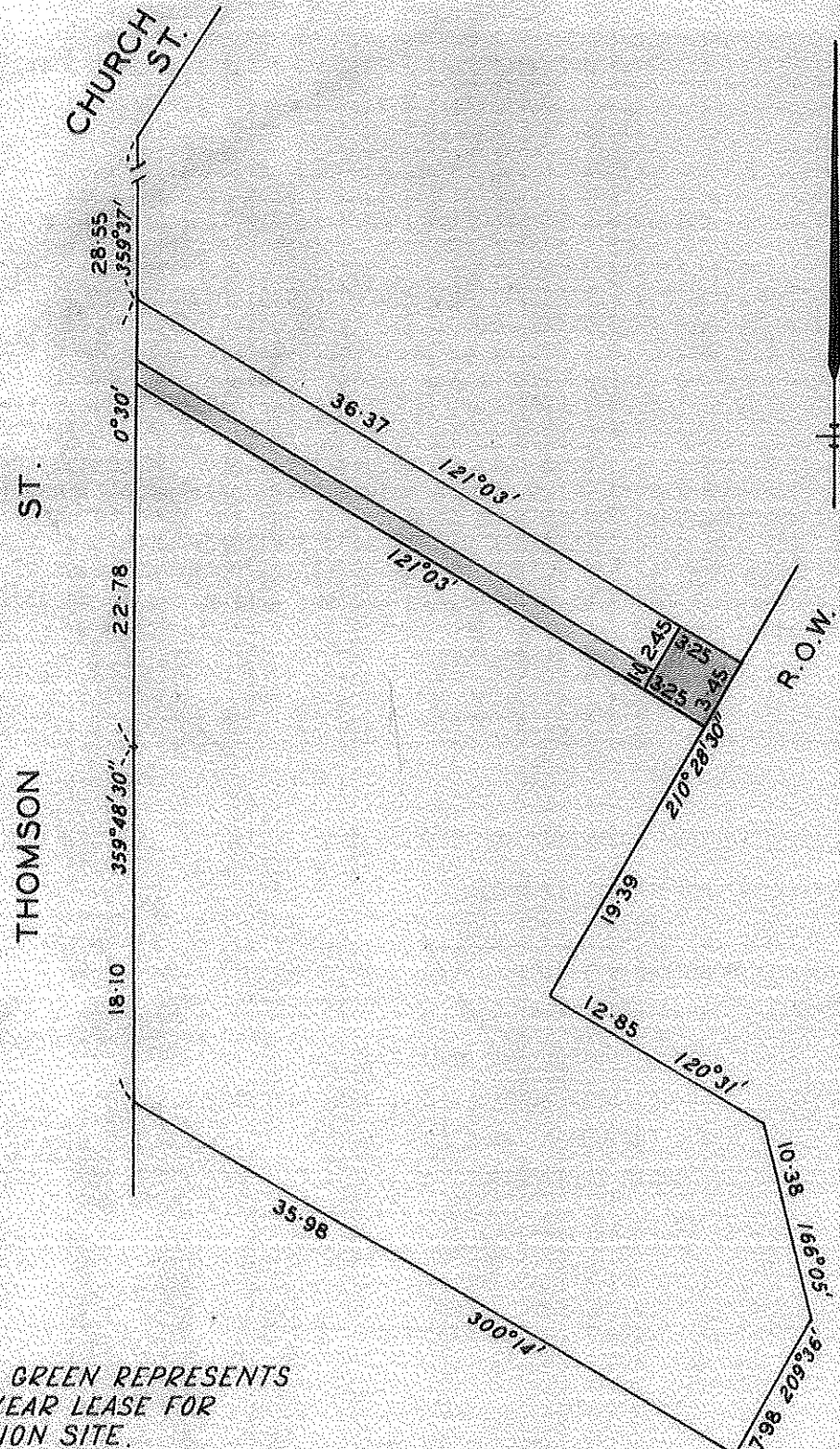
(e) In the interpretation of these presents wherever the context admits "Lessor" shall be deemed to include the executors administrators and transferees of the Lessor and other persons deriving title under the Lessor.

Where there is more than one Lessor the covenants on their part shall be deemed joint and several covenants.

Where the Lessor is a corporation "Lessor" shall be deemed to include it and its successors and transferees.

"Lessee" shall include the State Electricity Commission of Victoria and its successors and permitted assigns.

Words importing the singular shall be deemed to include the plural and vice versa and words importing the masculine gender shall mean and include the feminine gender and neuter gender.



AREA COLOURED GREEN REPRESENTS
 PROPOSED 30 YEAR LEASE FOR
 S.E.C. SUBSTATION SITE.

AREA COLOURED BLUE REQUIRED FOR
 S.E.C. UNDERGROUND CABLE EASEMENT.

Handwritten signatures and initials:
 m.d.
 [Signature]

DRAWN B.W.D. 24.9.81	STATE ELECTRICITY COMMISSION OF VICTORIA	
CHECKED [Signature]	BARWON ELECTRICITY SUPPLY REGION	
[Signature] 2/11/81, REGIONAL DRAFTSMAN	N.T.S.	DRG. No. VD2/100
<p><i>Signature</i> for 2-11-81 C. MACQUEEN REGIONAL MANAGER</p>	<p>PROPOSED LEASE & EASEMENT FOR SUBSTATION SITE ON C.A.I, PORTION 24 PARISH OF BARRARBOOL (THOMSON - CHURCH SUBSTATION)</p>	

DORRO NOMINEES PTY LTD

and

STATE ELECTRICITY COMMISSION
OF VICTORIA

LEASE

(No. 5863)

SE 509-7 (OP) R2

File No 144/10/229