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ADVERTISED PLAN

Page 5 of 9
(inclusive)
Date: 02.01.19

LICENCE AGREEMENT

THIS AGREEMENT IS MADE THE 19th DAY OF FEBRUARY 2009,
BETWEEN :

OWNERS CORPORATION STRATA PLAN 614960 U
(Owner of the Common Property at 19 - 25 Somerton Road , CAMPBELLFIELD),
the LICENSOR

AND

ZOIBILL PTY LTD

of 18 Leslie Road , Essendon ,

the LICENSEE ,

WHEREAS :

- A. The Licensor is the Body Corporate as created under the Subdivision Act 1988 relating to the Common Property described in the Plan of Subdivision No 614960 U and being part of the property known as 19 - 25 Somerton Road , Campbellfield .
- B. The Licensee is the registered proprietor(s), or is entitled to be the registered proprietor(s) of Lot 13 on Plan of Subdivision No 614960 U and ,
- C. The Licensee is desirous of having exclusive use and possession of the area shown on the plan attached hereto and marked "A" 13 AND "B" 13 and coloured yellow (hereinafter called " the Licensed Land ") and being part of the Common Property described in the Plan of Subdivision No 614960 U and the Owners Corporation has agreed to exercise its powers under Regulation 401(m) of the Subdivision (Body Corporate regulations 1989 by granting by Special Resolution a Licence Agreement of the demised land to the Licensee subject to the terms and conditions of this agreement .

NOW THIS AGREEMENT WITNESSETH as follows :

1. In consideration of the Licensee observing the terms and conditions of this Agreement and further paying a total licence fee of \$ 1.00 per annum (hereinafter called " the Licence Fee ") the Licensor agrees to grant to the Licensee an exclusive licence to the sole and exclusive use and enjoyment of the demised land to the exclusion of all other members of the Owners Corporation and all other person(s) , subject to the terms , covenants , conditions and restrictions hereinafter contained , for a term of ninety-nine (99) years commencing on the date of this Licence Agreement .
2. The Licensee shall pay to the Owners Corporation the Licence fee of \$ 1.00 per annum in advance for the coming year commencing on the date of this Agreement and yearly thereafter before the anniversary date of this Licence Agreement .

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- 3 The licensee hereby covenants to maintain the licensed land in good and proper repair and shall comply with any directions of the Owners Corporation with regard to the maintenance and cleanliness of the licensed land and shall otherwise comply with the By-laws of the Owners Corporation as amended from time to time.
- 4 The Licensee agrees jointly and severally to keep the Owners Corporation indemnified against all claims, liabilities, expenses and loss sustained by the Owners Corporation or third parties which relate directly or indirectly to the Licensee's use and occupation of the licensed land howsoever caused.
- 5 The Licensee hereby covenants with the Owners Corporation that they will not do or permit to be done on the demised land anything illegal, immoral, or offensive purpose which may be a nuisance or annoyance to other members of the Owners Corporation or the occupiers of any other lots on the subdivision.
- 6 The Licensee shall in the course of complying with all Rules and directions of the Owners Corporation, and in particular Owners Corporation Standard Rules dated 10th February, 2009 in respect to parking on the Common Property and provides that no member shall:
 - (a) Park or leave a vehicle on the Common Property other than as specified on the attached sheet on endorsed Plan of subdivision 614960 U.
 - (b) Park in visitor's car spaces without the Owners Corporation's prior written approval.
- 7 The Licensee agrees that it shall not unreasonably refuse to assign the benefit of the Licence to any subsequent proprietor(s) of Lot 13.
- 8 This Licence may be terminated by the Licensor in the event that the Licensee is in default of any term and/or condition of this agreement and fails to rectify the fault within fourteen (14) days from the date of service of a notice served by the Licensor on the Licensee specifying the default. Each party in breach of the agreement agrees to pay all legal costs and expenses incurred by the non-defaulting party as a result of any breach of any term of this agreement.
- 9 This Licence shall be transferable by the Licensee or a Mortgagee of the Licensee as a right and without the Licensee first having to obtain consent of the Owners Corporation to such transfer PROVIDED HOWEVER that the Transferee shall, at that time be the beneficial Owner of or be registered or entitled to be registered as the proprietor of unit 13.

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- 10 Any successor or transferee of the Licensee shall upon becoming the proprietor of lot 13, notify the Owners Corporation in writing that such succession or transfer has occurred.
- 11 The Licensee shall be entitled to grant a Mortgage, Sub-Lease, or Licence of the demised land to a Mortgagee of the proprietor or to a Tenant of the Licensee as of right without first having to obtain the consent of the Owners Corporation to such Mortgage, Sub-Lease or Licence provided that the proprietor shall require the Sub-Lessee to agree to observe the covenants contained herein.
- 12 This Licence is granted subject at all times to the rights of the Owners Corporation and the Owners and Occupiers of the Lots on the Plan of Subdivision to exercise their easement and rights over the demised land pursuant to the Subdivision Act 1988 and the Subdivision (Body Corporate) Regulations 1989.
- 13 The Owners Corporation hereby covenants with the Licensee that the Licensee paying the Licence fee reserved and observing the covenants and agreements herein to be observed and performed shall during the term peaceably and quietly hold and enjoy the demised land without any lawful interruption by the Owners Corporation or any persons or any person lawfully claiming under the Owners Corporation.
- 14 Without prejudice to any other means of giving notice, any notice requiring to be served if delivered at or posted by security post to the address of the Licensee as last known to the Owners Corporation. Any notice sent by post shall be deemed to be given and served 48 hours after posting.

15 The Law to apply to this agreement shall be governed by the laws of the State of Victoria.

As witnessed hereto by two (2) duly authorized members of Owners Corporation Strata Plan 614960 U and the Owners Corporation Manager

Signed *[Signature]*.....

Signed *[Signature]*.....

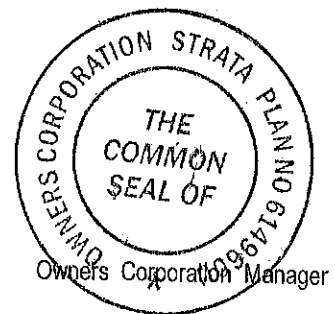
Print Name *[Signature]*

Print Name *ZOI KLINKATSI*

Owners Corporation Seal affixed hereto in accordance with Regulation 618 of the Subdivision (Body Corporate) Regulations 1989 in the presence of:

[Signature]

Gregory J. Taylor



PLAN OF SUBDIVISION

STAGE NO.

PLAN NUMBER

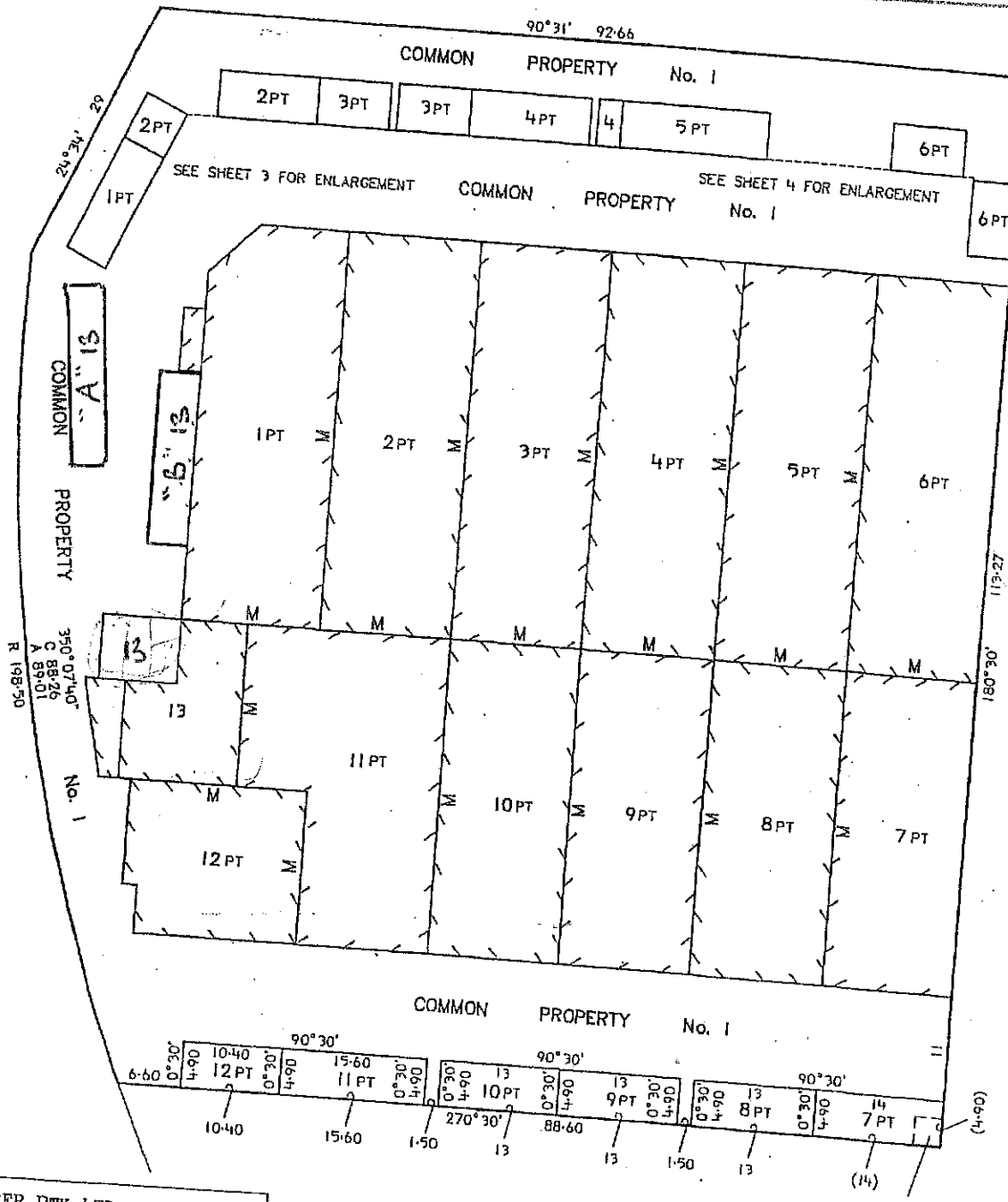
PS 614960U

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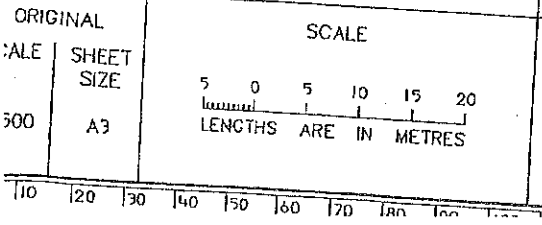
SOMERTON ROAD



SOMERTON PARK DRIVE



KIRKPATRICK & WEBBER PTY. LTD.
 A.C.N. 884 997 371
 LAND SURVEYORS PLANNING CONSULTANTS
 15 MAROONDAH HIGHWAY, CROYDON, 3136
 TELEPHONE 9870 4422
 FACSIMILE 9870 5267



LICENSED SURVEYOR (PRINT) _____
 SIGNATURE _____ DATE _____
 REF 8165B VERSION 1

SHEET 2 OF 5 SHEETS

DATE _____
 COUNCIL DELEGATE SIGNATURE _____

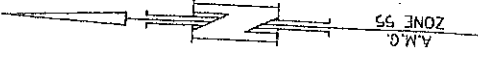
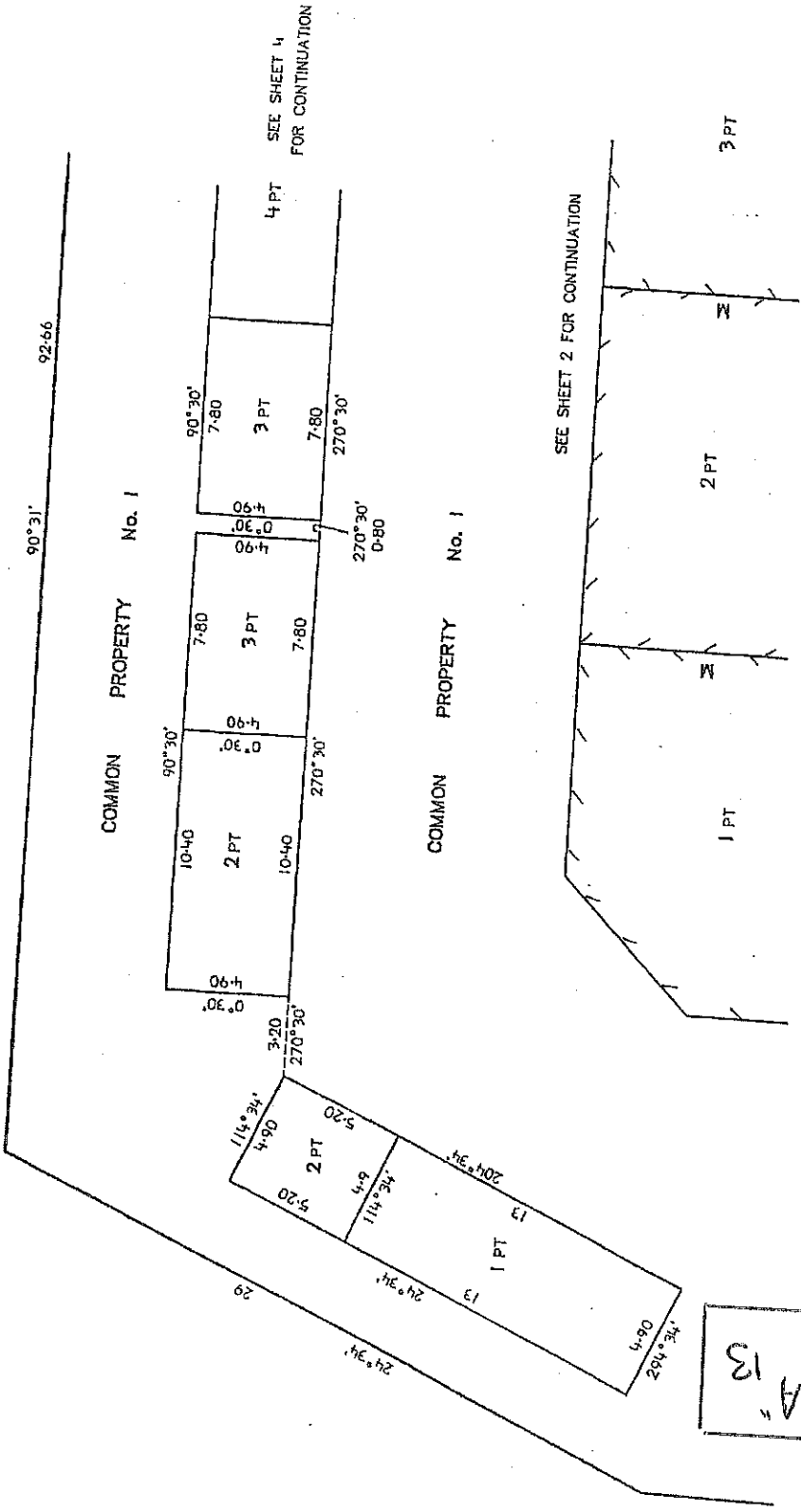
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PLAN NUMBER
PS 614960U

STAGE NO.

PLAN OF SUBDIVISION

SOMERTON ROAD



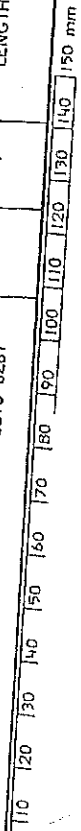
SHEET 3 OF 5 SHEETS
DATE / /
COUNCIL DELEGATE SIGNATURE
ORIGINAL SHEET SIZE A3

LICENSED SURVEYOR (PRINT)
SIGNATURE
DATE
VERSION
REF 81658

SCALE
2 0 2 4 6 8
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ORIGINAL SHEET SIZE
SCALE 1:200
A3

JURYPATRICK & WEBBER PTY. LTD.
PLANNING CONSULTANTS
15 MARCONDAH HIGHWAY, CROYDON, 3136
TELEPHONE 9870 4422
FACSIMILE 9870 5287



OWNERS CORPORATION SCHEDULE

STAGE NO.

PLAN NUMBER

PS 614960U

OWNERS CORPORATION No. 1

PLAN No. PS 614960U

LAND AFFECTED BY OWNERS CORPORATION: LOTS 1 TO 13 (BOTH INCLUSIVE) AND COMMON PROPERTY No. 1.

LIMITATIONS ON OWNERS CORPORATION: UNLIMITED.

NOTATIONS: NIL.

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LOT ENTITLEMENT AND LOT LIABILITY

LOT	ENTITLEMENT	LIABILITY	LOT	ENTITLEMENT	LIABILITY
1	92	92			
2	92	92			
3	92	92			
4	92	92			
5	92	92			
6	92	92			
7	71	71			
8	71	71			
9	71	71			
10	71	71			
11	90	90			
12	47	47			
13	27	27			
TOTAL	1000	1000			

KIRKPATRICK & WEBBER PTY. LTD.
ACR. 004 197 31
 LAND SURVEYORS PLANNING CONSULTANTS

15 MAROONDAH HIGHWAY, CROYDON, 3138
 TELEPHONE 9870 4422
 FACSIMILE 9870 5287

LICENSED SURVEYOR (PRINT)

SIGNATURE DATE

REF 8165B

VERSION 1

SHEET 5 OF 5 SHEETS

DATE / /

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

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