

ORIGINAL

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CANCELLED AND COMPUTE
CERTIFICATE OF TITLE 155

P. A. Rowe
P A ROWE
DEPUTY REGISTRAR-GENERAL



12 JAN 1995

AUSTRALIAN CAPITAL TERRITORY

LAND (PLANNING AND ENVIRONMENT) ACT 1991

Australian Capital Territory (Planning and Land
Management) Act 1988 (C'th) ss 29, 30 & 31

LEASE GRANTED pursuant to the Land (Planning and Environment) Act 1991 on the **fifth** day of **October** One thousand nine hundred and ninety four WHEREBY THE AUSTRALIAN CAPITAL TERRITORY EXECUTIVE ON BEHALF OF THE COMMONWEALTH OF AUSTRALIA (hereinafter called "the Commonwealth") grants to the **COMMISSIONER FOR HOUSING FOR THE AUSTRALIAN CAPITAL TERRITORY** (hereinafter called "the Lessee") ALL THAT piece or parcel of land situate in the Australian Capital Territory containing an area of **2.563 square metres** or thereabouts and being **Block 1 Section 52 Division of Braddon** as delineated on **Deposited Plan Number 5881** in the Registrar-General's Office at Canberra in the said Territory (hereinafter referred to as "the land") RESERVING unto the Territory all minerals TO HOLD unto the Lessee for the term of ninety nine years commencing on the sixteenth day of December One thousand nine hundred and eighty seven (hereinafter called "the date of the commencement of the lease") to be used by the Lessee for the purpose set forth in sub-clause (b) of clause 2 of this lease only YIELDING AND PAYING THEREFOR during the said term rent at the rate of five cents per annum if and when demanded and UPON AND SUBJECT TO the covenants conditions and agreements hereinafter contained.

1. IN THIS LEASE unless the contrary intention appears:

- (a) "Australian Capital Territory Executive" means the Executive established by section 36 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- (b) "building" means the building or any buildings on the land at the date of the commencement of the lease or any building or buildings constructed on the land in accordance with the covenants of this lease or any building or buildings replacing the same together with all fittings fixtures (including floor coverings) plant amenities and appurtenances thereof and therein contained or if the context so permits any part thereof;
- (c) "Lessee" shall -
 - (i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee,
 - (ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy be deemed to include the said persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of them; and
 - (iii) where the Lessee is a corporation be deemed to include such corporation and its successors and assigns;
- (d) "premises" means the land and any building erections and or improvements in on or above the land,
- (e) "Territory" means -
 - (i) when used in a geographical sense the Australian Capital Territory; and
 - (ii) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th).

2. THE LESSEE COVENANTS WITH THE COMMONWEALTH as follows.

- (a) That the Lessee shall pay to the Territory at Canberra the rent hereinbefore reserved within one month of the date of any demand made by the Territory relating thereto and served on the Lessee,
- (b) To use the land for residential purposes only;
- (c) That the building on the land shall contain three hundred and twenty six single unit private dwellings in total;
- (d) That the Lessee shall provide and maintain storage areas hardstanding car parking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives on the land to the satisfaction of the Territory;
- (e) That the Lessee shall screen and keep screened all service areas to the satisfaction of the Territory and shall ensure that all plant and machinery contained within the premises is suitably screened from public view;
- (f) That the Lessee shall provide and maintain landscaping on the land to a standard acceptable to the Territory;
- (g) That the Lessee shall not without the previous approval in writing of the Territory erect any building on the land or make any structural alterations in any building erected on the land;
- (h) That the Lessee shall at all times during the said term maintain repair and keep in repair the building and all erections on the land all to the satisfaction of the Territory;
- (i) If and whenever the Lessee is in breach of the Lessee's obligations to maintain repair and keep in repair the premises the Territory may by notice in writing to the Lessee specifying the repairs and maintenance needed require the Lessee to effect the necessary work in accordance with the notice. If the Territory is of the opinion that a building or some other improvement on the land is beyond reasonable repair the Territory may by notice in writing to the Lessee require the Lessee to remove the building or improvement and may require the Lessee to construct a new building or improvement in the place of that removed within the time specified in the notice. If the Lessee does not carry out the required work within the time specified by the Territory any person or persons duly authorised by the Territory with such equipment as is necessary may enter the premises and carry out the necessary work and all costs and expenses incurred by the Territory in carrying out the work shall be paid by the Lessee to the Territory on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Territory by the Lessee,
- (j) Subject to the provisions of the Land (Planning and Environment) Act 1991 to permit any person or persons authorised by the Territory to enter and inspect the premises at all reasonable times and in any reasonable manner;
- (k) To pay all rates and charges and other statutory outgoings assessed levied or payable in respect of the premises as and when the same fall due.

3. IT IS MUTUALLY COVENANTED AND AGREED as follows:

- (a) That if-
 - (i) any rent or other moneys payable under this lease shall remain unpaid for three calendar months next after the date appointed for payment thereof (whether such rent shall have been formally demanded or not); or
 - (ii) the land is at any time not used for a period of one year for the purpose for which this lease is granted; or
 - (iii) the Lessee shall fail to observe or perform any other of the covenants

herein contained on the part of the Lessee to be observed or performed and shall have failed to remedy such breach within a period of six months from the date of service on the Lessee of a notice in writing from the Territory specifying the nature of such breach

the Territory may terminate this lease but without prejudice to any claim which the Territory or the Commonwealth may have against the Lessee in respect of any breach of the covenants on the part of the Lessee to be observed or performed;

- (b) That acceptance of rent or other moneys by the Territory or a person authorised by the Territory for that purpose during or after any period referred to in paragraph (i) or (ii) of sub-clause (a) of this clause shall not prevent or impede the exercise by the Territory of the powers conferred upon it by sub-clause (a) of this clause;
- (c) Subject to the provisions of the Land (Planning and Environment) Act 1991 the Lessee shall be entitled to a further lease of the land for such further term and at such rent and subject to such conditions as may then be provided or permitted by Statute Ordinance or Regulation;
- (d) That any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Territory and delivered to or sent in a prepaid letter addressed to the Lessee at the land or at the usual or last-known address of the Lessee or affixed in a conspicuous position on the premises;
- (e) Any and every right power and or remedy conferred on the Commonwealth the Territory or the respective Ministers hereunder or implied by law may be exercised on behalf of the Commonwealth the Territory or the respective Ministers as the case may be by:
 - (i) the Australian Capital Territory Executive;
 - (ii) the Minister for the time being administering the Land (Planning and Environment) Act 1991 or any Statute Ordinance or Regulation substituted therefor;
 - (iii) an authority or person for the time being authorised by the Australian Capital Territory Executive or the Minister referred to in (i) or (ii) above or by law to exercise those powers or functions of the Commonwealth the Territory or the relevant Minister; or
 - (iv) the person to whom the Minister referred to in (ii) above has delegated all his powers or functions under the said Land (Planning and Environment) Act 1991 or any Statute Ordinance or Regulation substituted therefor.

IN WITNESS whereof the Territory on behalf of the Commonwealth and the Lessee have executed this lease.

SIGNED SEALED AND DELIVERED)
 by SHEILA MASON)
 a person duly authorised by the)
 Australian Capital Territory Executive)
 for and on behalf of the Commonwealth)
 in the presence of:)




The Official Seal of the)
 Commissioner for Housing)
 for the Australian Capital)
 Territory was hereunto)
 affixed in the presence of:)




Michelle Mitchell
 DELEGATE OF THE
 COMMISSIONER FOR HOUSING