

Section 167
Land (Planning &
Environment) Act applies

Entered in Register Book Vol. 1562 Folio 66

P. A. Rowe
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DEPUTY REGISTRAR-GENERAL



AUSTRALIAN CAPITAL TERRITORY

LAND (PLANNING AND ENVIRONMENT) ACT 1991 - 6 Dec 2000

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

LESSEE

LAND

TERM

LEASE GRANTED pursuant to the Land (Planning and Environment) Act 1991 and the Regulations thereunder on the *first* day of *December* One thousand nine hundred and ninety nine WHEREBY THE AUSTRALIAN CAPITAL TERRITORY EXECUTIVE ON BEHALF OF THE COMMONWEALTH OF AUSTRALIA (hereinafter called "the Commonwealth") grants to **THE SISTERS OF MERCY GOULBURN AND AMALGAMATED HOUSES** a body incorporated having its registered office care of 13 Kenmore Street Goulburn in the State of New South Wales (hereinafter called "the Lessee") ALL THAT piece or parcel of land situate in the Australian Capital Territory containing **an area of 2481 square metres** or thereabouts and being **Block 1 Section 57 Division of Braddon** as delineated on **Deposited Plan Number 713** 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 seventy six years and one month commencing on the *first* day of *December* One thousand nine hundred and ninety nine (hereinafter referred to as "the date of the commencement of the lease") to be used by the Lessee for the purpose set forth in sub-clause (a) of Clause 3 of this lease only YIELDING AND PAYING THEREFOR rent in the amount and in the manner and at the times hereinafter provided and UPON AND SUBJECT TO the covenants conditions and agreements hereinafter contained.

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INTERPRETATION

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) "community activity centre" means the use of land by a public authority or a body of persons associated for the purpose of providing for the social well being of the community;
- (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 its successors and assigns;
- (d) "religious associated use" means the use of land for the activities conducted by religious organisations other than for worship or for offices and may include residential accommodation by ministers of religion;
- (e) "Territory" means -
 - (i) when used in a geographical sense the Australian Capital Territory; and

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- (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:

- RENT (a) That the Lessee shall pay to the Territory rent at the rate of five cents per annum if and when demanded payable within one month of the date of any demand made by the Territory relating thereto and served on the Lessee;
- MANNER OF PAYMENT OF RENT (b) That any rent or other moneys payable by the Lessee to the Territory under this lease shall be paid to such person as may be authorised by the Territory for that purpose at Canberra in the said Territory without any deduction whatsoever.

3. THE LESSEE FURTHER COVENANTS WITH THE COMMONWEALTH as follows:

- PURPOSE (a) That the lessee having erected a building on the land under a prior lease to use the said land for the purposes of:
- (i) residential accommodation for sisters of the Catholic Faith or for such other purposes as may be previously consented to in writing by the Territory;
 - (ii) religious associated use; and/or
 - (iii) community activity centre;
- BUILDING SUBJECT TO APPROVAL (b) That the Lessee shall not without the previous approval in writing of the Territory erect any building on the said land or make any structural alterations in any building erected on the said land;
- REPAIR (c) That the Lessee shall at all times during the said term maintain repair and keep in repair all buildings and erections on the said land all to the satisfaction of the Territory;
- FAILURE TO REPAIR (d) If and whenever the Lessee fails to repair or keep in repair any building or erection on the said land the Territory may by notice in writing to the Lessee specifying the wants of repairs require the Lessee to effect repairs in accordance with the said notice or to remove the building or erection and if after the expiration of one calendar month from the date of the said notice or such

longer time as the Territory may in writing allow the Lessee has not effected the said repairs or removed the building or erection the Territory with such equipment as is necessary may enter upon the said land and effect the said repairs or (if the Territory is of the opinion the building or erection is beyond reasonable repair) may demolish and remove the building or erection and all expenses incurred by the Territory in effecting such repairs or in demolishing and removing the building or erection 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;

RIGHT OF INSPECTION

- (e) Subject to the provisions of the Land (Planning and Environment) Act 1991 to permit any person or persons authorised by the Territory to enter upon the said land and inspect the said land and any buildings erections and improvements thereon at all reasonable times and in any reasonable manner;

RATES AND CHARGES

- (f) To pay all rates charges and other statutory outgoings assessed levied or payable in respect of the premises as and when the same fall due.

4. THE COMMONWEALTH COVENANTS WITH THE LESSEE as follows:

SURRENDER

That the lessee may at any time upon payment of all rent and other moneys due to the Territory under this lease surrender this lease to the Territory but subject to any law of the Territory to the contrary the lessee shall not be entitled to receive any compensation from the Territory in respect of such surrender or in respect of any buildings erections or improvements upon the said land.

5. IT IS MUTUALLY COVENANTED AND AGREED as follows:

TERMINATION

- (a) That if -
 - (i) any rent payable under this lease shall remain unpaid for twelve calendar months next after the date appointed for payment thereof (whether such rent shall have been formally demanded or not); or

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- (ii) the said land is at any time not used for a period of two years for the purpose for which this lease is granted

the Territory may terminate this lease but without prejudice to any claim which the Territory and 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;

ACCEPTANCE
OF RENT

- (b) That acceptance of rent by the Territory during or after any period referred to in paragraph (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;

FURTHER LEASE

- (c) Subject to the provisions of the Land (Planning and Environment) Act 1991 the Lessee shall be entitled to a further lease of the said 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;

NOTICES

- (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 registered office of the Lessee in the said Territory BUT if for any reason the Lessee does not have a registered office in the said Territory then at the usual or last-known address of the Lessee or affixed in a conspicuous position on the premises;

EXERCISE OF
POWERS

- (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 Territory the Commonwealth 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 Australian Capital Territory Executive on behalf of the Commonwealth and the Lessee have executed this Lease.

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

D Lander

M. Peluko
Melinda Peluko

Public Servant of 5 Years
Canberra

The Common Seal of the Body Corporate)
Called THE SISTERS OF MERCY)
GOULBURN AND AMALGAMATED)
HOUSES was hereunto affixed pursuant)
to a resolution duly passed at a meeting)
of the said Body Corporate in the)
presence of:)

B Conboy
Kathleen A Hodge
M. Katherine Hughes

