

ORIGINAL

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M. Alexander Registrar of Titles
M. ALEXANDER Deputy - 3 AUG 1989

THE COMMONWEALTH OF AUSTRALIA
AUSTRALIAN CAPITAL TERRITORY
CITY AREA LEASES ORDINANCE 1936

LESSEE
LEASE GRANTED pursuant to the City Area Leases Ordinance 1936 and the Regulations thereunder on the *twenty eighth* day of *July* One thousand nine hundred and *eighty nine* WHEREBY THE COMMONWEALTH OF AUSTRALIA (hereinafter called "the Commonwealth") grants to [redacted] of [redacted] in the Australian Capital Territory and [redacted] of the same address as tenants in common in equal shares (hereinafter called "the Lessee") ALL THAT piece or parcel of land situate in the City Area in the Australian Capital Territory containing an area of

LAND

703 square metres or thereabouts and being Block 28 Section 346 Division of Kambah as delineated on Deposited Plan Number 5953 in the office of the Registrar of Titles at Canberra in the said Territory and being the land shown by pink colour on the plan annexed hereto (hereinafter referred to as "the land") RESERVING unto the Commonwealth all minerals TO HOLD unto the Lessee for the term of 99 years commencing on the twenty seventh day of September One thousand nine hundred and eighty eight (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 (d) of Clause 4 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. _____

TERM

INTERPRETATION

1. IN THIS LEASE unless the contrary intention appears:

- (a) "accounting year" means each consecutive period of twelve months or proportion thereof ending on the thirtieth day of June or ending on such other date approved in writing by the Commonwealth in each year (and on the last day of the term of the lease) the first such period commencing from the date of the commencement of the lease;
- (b) "assessed rental value" means the assessed gross revenue less the assessed operating expenses of the premises calculated from time to time in accordance with the terms of the lease;
- (c) "assessed gross revenue" means the total annual revenue of any description whatsoever that might reasonably be expected to be obtained from the premises (without limiting the generality of the foregoing shall include revenue from all sub-leases tenancies licences or other rights of occupation carparking and naming rights) determined -
 - (i) by reference to market circumstances and values applying at the date of assessment; and
 - (ii) on the basis that the building is completed fitted out and in good and tenable repair whether or not that be the fact;
- (d) "assessed operating expenses" means the assessed annual operating expenses which might reasonably be expected to be incurred by the Lessee in the operation management and maintenance of the premises taking one year with another but limited to -
 - (i) rates and other periodic statutory outgoings of a like nature;
 - (ii) maintenance repairs garbage collection cleaning caretaking security services and promotional expenses;
 - (iii) electricity oil water gas and other fuels (other than supplies separately metered to particular sub-lessees or occupiers and charged direct to them by the supplier);
 - (iv) insurance of the premises including insurance for loss of rent (other than loss arising out of inability to procure tenants or failure of tenants to pay rent) and public liability insurance;
 - (v) management fees not exceeding two and one half per centum of the assessed gross revenue;
- (e) "building" means the 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 fixtures fittings (including floor coverings) plant amenities and appurtenances thereof and therein contained or thereon affixed or if the context so admits any part thereof;

1 (a)

1 (e) (F) "gross floor area" means the sum of the gross areas of the floor or floors of the building measured from the external faces of the exterior walls or from the centre lines of walls separating the building from any other building BUT EXCLUDING any used solely for fixed mechanical plant essential to the operation of the building elevator shafts stairwells and pedestrian walkways;

1 (e) (g) "Lessee" shall -
(i) where the Lessee shall consist of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
(ii) where the Lessee shall consist 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 the persons and each of them and the executors administrators and assigns of the survivor of them; and

1 (e) (iii) where the Lessee is a corporation be deemed to include such corporation its successors and assigns;

1 (e) (h) "minimum rent" means the amount of twenty thousand dollars per annum;

? (i) "percentage rent" means twenty per centum per annum of the assessed rental value;

1 (F) (j) "premises" means the land building and all other improvements on the land.

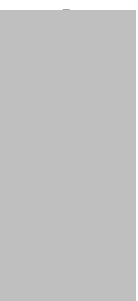
2. THE LESSEE COVENANTS WITH THE COMMONWEALTH as follows:

RENT (a) That the Lessee will pay to the Commonwealth -

3 (a) (i) the minimum rent for the period commencing on the twenty seventh day of September One thousand nine hundred and eighty eight and ending on the twenty sixth day of September One thousand nine hundred and eighty nine payable by equal quarterly payments in advance on the first day of the months of January April July and October in each year and proportionately for any fraction of a quarter the first of such payments to be made on the twenty seventh day of September One thousand nine hundred and eighty nine;

(ii) the minimum rent for the period commencing on the twenty seventh day of September One thousand nine hundred and eighty nine and ending on the twenty sixth day of September One thousand nine hundred and ninety four payable by equal quarterly payments in advance on the first day of the months of January April July and October in each year and proportionately for any fraction of a quarter the first of such payments to be made on the twenty seventh day of September One thousand nine hundred and eighty nine;

(iii) for the remainder of the lease term the percentage rent determined from time to time in accordance with the provisions of Clause 3 hereof OR the minimum rent whichever is the greater payable by equal quarterly payments in advance on the first day of the months of January April July and October in each year and proportionately for any fraction of a quarter the first of such payments to be made on the twenty seventh day of September One thousand nine hundred and ninety four;



ADDITIONAL RENT

(b) That if any rent or other moneys payable under this lease shall remain unpaid after the date appointed for its payment the Lessee shall on demand pay to the Commonwealth as additional rent a sum calculated on the amount of the unpaid rent or other moneys owing under the lease at a rate of fifteen per centum per annum during any period that the rent or other moneys remain unpaid and computed from the date appointed to the date upon which such payments are made;

MANNER OF PAYMENT OF RENT

(c) That any rent or other moneys payable by the Lessee to the Commonwealth under this lease shall be paid to such person as may be authorised by the Commonwealth for that purpose at Canberra in the said Territory without any deduction whatsoever.

3. IT IS MUTUALLY COVENANTED AND AGREED as follows:

ASSESSMENT PERIODS

(a) That the lease period commencing on the twenty seventh day of September One thousand nine hundred and eighty eight and ending on the last day of the term of the lease shall be divided into assessment periods as follows -

H(a)

(i) the first assessment period shall commence on the twenty seventh day of September One thousand nine hundred and ninety four and run for three years; and

(ii) subsequent assessment periods shall be for successive triennial periods except for the last assessment period which shall commence on the day next after the last day of the penultimate assessment period and end on the last day of the term hereof;

DETERMINATION OF ASSESSED RENTAL VALUE

H(b)

(b) That the Commonwealth shall make or cause to be made a determination of the assessed rental value in respect of each assessment period as at the date of commencement of such assessment period and shall calculate the annual rental for such period by applying the percentage rent to the assessed rental value so determined. The Commonwealth shall within fourteen days of the determination of the assessed rental value for a period notify the Lessee of the determination and of the annual rental payable by the Lessee for the assessment period and until such notification the Lessee will pay the rent at the rate at which rent for the lease was payable immediately prior to the commencement of the assessment period;

DETERMINATION BINDING UNTIL SUBSEQUENT DETERMINATION

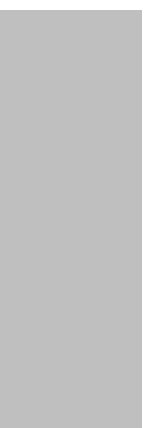
H(c)

(c) That the assessed rental value determined by the Commonwealth and notified to the Lessee shall be binding on both the Commonwealth and the Lessee and shall be applied for all purposes of this lease as the assessed rental value in respect of the assessment period to which it relates unless and until a subsequent determination of such assessed rental value is made by referees or a nominee acting pursuant to sub-clauses (d) and (e) of this clause and in the event of the subsequent determination being at variance with the Commonwealth's determination an appropriate adjustment of the rent paid or to be paid under this lease shall be made;

DETERMINATION BY REFEREES

H(d)

(d) If the Lessee within forty five days of receipt of notification of the Commonwealth's determination under sub-clause (b) of this clause gives notice in writing to the Commonwealth that the Lessee disputes the assessed rental value determined by the Commonwealth and the Commonwealth and the Lessee are unable within a further thirty days to agree as to the assessed rental value for the assessment period concerned the



amount of assessed rental value shall be referred for determination by two referees one to be appointed by the Commonwealth and one to be appointed by the Lessee. Each referee shall be appointed within twenty one days of the expiration of the said period of thirty days and the referees shall be required to make a joint determination of the assessed rental value expeditiously and in any event within thirty days of the second referee being appointed. The assessed rental value jointly determined by the referees shall be binding upon both the Commonwealth and the Lessee and shall be applied for all purposes of this lease as the assessed rental value in respect of the assessment period to which the joint determination relates. The Commonwealth and the Lessee shall bear their own costs of such joint determination;

ARBITRATION

(e)

If the two referees cannot agree within the prescribed period on the amount of the assessed rental value referred to them for determination a nominee shall be jointly appointed by them not later than fourteen days after the expiration of the said prescribed period and if they are unable to agree on a nominee as aforesaid the nominee shall be the President for the time being of the Australian Capital Territory Division of the Australian Institute of Valuers (or the President of such body or association as serves substantially the same objects as the said Division should it cease to exist) if able to act otherwise a person able to act nominated by the said President. The nominee shall resolve any points of difference between the referees and shall determine the assessed rental value as expeditiously as possible and the determination by the nominee shall be an arbitration within the meaning of paragraph (b) of sub-section () of Section 18B of the City Area Leases Ordinance 1936. The assessed rental value determined by the nominee shall be binding on both the Commonwealth and the Lessee and shall be applied for all purposes of this lease as the assessed rental value in respect of the assessment period to which the nominee's determination relates. The cost of the determination by the nominee shall be borne equally by the Commonwealth and the Lessee;

H (e)

AUDITED
STATEMENT

(f)

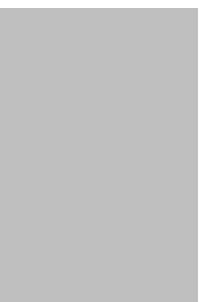
That the Lessee will not less than three months and not more than six months prior to the commencement of an assessment period provide the Commonwealth with the following -

(i) a document setting out particulars of the business or businesses that were carried out on the premises for the twelve month period preceding the date the document is provided to the Commonwealth; and

(ii) a statement certified by a registered company auditor or some other person approved in writing by the Commonwealth of the gross revenue received from and the actual operating expenses of all sub-leases tenancies licences and other rights of occupation of the premises for the twelve month period preceding the date of the statement

A (f)

The Lessee shall also provide such further details or explanations as are reasonably required by the Commonwealth in respect of the abovementioned documents within fourteen days of receiving a request from the Commonwealth for this information.



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

COMMENCEMENT OF BUILDING

(a) That the Lessee will within six months from the date of the commencement of the lease or within such further time as may be approved in writing by the Commonwealth for that purpose commence to erect -

a building development including installations carparking area service yard paving and landscaping on the land at a cost not less than the sum of two hundred thousand dollars

in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Commonwealth;

COMPLETION OF BUILDING

(b) That the Lessee will within fifteen months from the date of the commencement of the lease or within such further time as may be approved in writing by the Commonwealth complete the erection of the said building development including installations carparking area service yard paving and landscaping in accordance with the said plans and specifications and in accordance with every Statute Ordinance or Regulation applicable thereto;

DEVELOPMENT ON UNLEASED COMMONWEALTH LAND

(c) That the Lessee will commence and complete within six and fifteen months respectively from the date of the commencement of the lease or within such further time as may be approved in writing by the Commonwealth and prior to commencement of any trading or business from the premises paving and landscaping to a standard acceptable to the Commonwealth on unleased Commonwealth land shown by blue colour on the plan annexed hereto in accordance with plans and specifications hereto in accordance with plans and specifications previously submitted to and approved in writing by the Commonwealth;

PURPOSE

5(a)

(d) To use the premises only for the purpose of non-retail commercial uses including professional office suites;

GROSS FLOOR AREA

5(b)

(e) That the gross floor area of the building shall not exceed 400 square metres and shall not be less than 300 square metres;

CARPARKING

?

⇒

(f) That the Lessee shall provide and maintain an approved hardstanding carparking area sufficient to accommodate a minimum of 3.65 vehicles for every 100 square metres or part thereof of gross floor area of the building;

DISABLED PERSONS ACCESS

?

⇒

(g) That the Lessee shall provide and maintain facilities for the disabled to a standard acceptable to the Commonwealth to ensure that disabled persons are given full opportunity for access to all parts of the premises;

SERVICE AREAS

5(h)

(h) That the Lessee shall screen and keep screened all service areas to the satisfaction of the Commonwealth and shall ensure that all plant and machinery contained within the premises is suitably screened from public view;

BUILDING SUBJECT TO APPROVAL

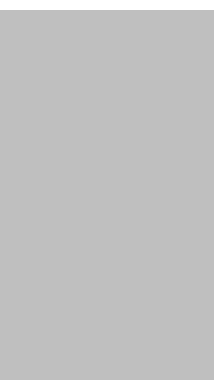
5(i)

(i) That the Lessee will not without the previous consent in writing of the Commonwealth erect any building on the land or make any structural alterations to the premises;

REPAIR

5(j)

(j) That the Lessee will at all times during the said term maintain repair and keep in repair the premises to the satisfaction of the Commonwealth;



FAILURE TO REPAIR

(k) If and whenever the Lessee is in breach of the Lessee's obligations to maintain repair and keep in repair the premises the Commonwealth 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 Commonwealth is of the opinion that a building or some other improvement on the land is beyond reasonable repair the Commonwealth 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 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 Commonwealth any person or persons duly authorised by the Commonwealth with such equipment as is necessary may enter upon the land and carry out the necessary work and all costs and expenses incurred by the Commonwealth in carrying out the work shall be paid by the Lessee to the Commonwealth 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 Commonwealth by the Lessee;

5 (K)

RIGHT OF INSPECTION

(l) To permit any person or persons authorised by the Commonwealth to enter and inspect the premises at all reasonable times and in any reasonable manner;

5 (l)

RATES AND CHARGES

(m) 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.

5 (m)

QUIET ENJOYMENT

5. THE COMMONWEALTH COVENANTS WITH THE LESSEE that the Lessee paying the rent and observing and performing the covenants and stipulations on the part of the Lessee to be observed and performed shall quietly enjoy the premises without interruption by the Commonwealth or any person lawfully claiming from or under or in trust for the Commonwealth.

6

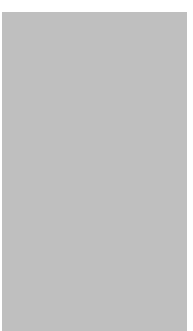
6. IT IS MUTUALLY COVENANTED AND AGREED as follows:

DETERMINATION

(a) That if -

7

- (i) any rent or other moneys payable under this lease shall remain unpaid for three months next after the date appointed for payment thereof (whether such rent shall have been formally demanded or not); or
- (ii) a building in accordance with sub-clause (a) of Clause 4 of this lease is not commenced within the period specified in the said sub-clause; or
- (iii) a building in accordance with sub-clause (a) of Clause 4 of this lease is not completed within the period specified in sub-clause (b) of the said clause; or
- (iv) development works in accordance with sub-clause (c) of Clause 4 of this lease is not completed within the period specified in the said sub-clause; or
- (v) 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 Commonwealth specifying the nature of such breach



the Commonwealth may determine this lease but without prejudice to any claim which 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 or other moneys by the Commonwealth during or after any period referred to in paragraph (ii) (iii) (iv) or (v) of sub-clause (a) of this clause shall not prevent or impede the exercise by the Commonwealth of the powers conferred upon it by sub-clause (a) of this clause;

RENT NOT REPUNDABLE

(c) That if this lease is terminated within the period referred to in paragraph (i) of sub-clause (a) of clause 2 the Commonwealth shall retain the whole of the rent paid by the Lessee in advance in respect of the period referred to in paragraph (i) of sub-clause (a) of clause 2 as moneys due and payable by the Lessee to the Commonwealth on termination of the lease;

FURTHER LEASE

(d) That if at the expiration of this lease the Commonwealth shall have decided not to sub-divide the land and that it is not required for any Commonwealth purpose and the Commonwealth shall have declared the land to be available for lease 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 (including re-appraisalment of rent) as may then be provided or permitted by Statute Ordinance or Regulation;

7

NOTICES

(e) 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 Commonwealth 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 COMMONWEALTH POWERS

(f) Any and every right power and or remedy conferred on the Commonwealth or the Minister hereunder or implied by law may be exercised on behalf of the Commonwealth or the Minister as the case may be by:

(i) the Minister of State of the Commonwealth for the time being administering the City Area Leases Ordinance 1936 or any Statute or Ordinance substituted therefor or the Member of the Executive Council of the Commonwealth for the time being performing the duties of such Minister;

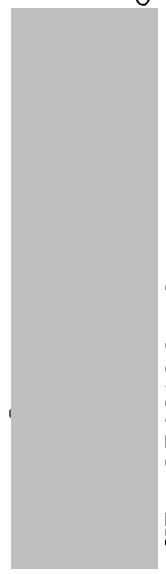
(ii) an authority or person for the time being authorised by the Minister of State referred to in (i) above or by law to exercise those powers or functions of the Commonwealth or the Minister; or

(iii) the person to whom the Minister of State referred to in (i) above has delegated all his powers or functions under the said City Area Leases Ordinance 1936 or any Statute or Ordinance in substitution therefor.

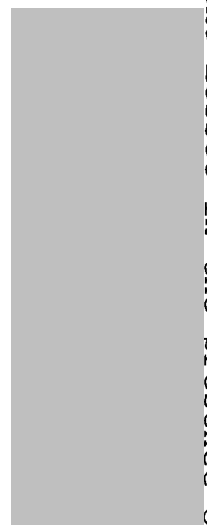


IN WITNESS whereof the Commonwealth and the Lessee have
executed this Lease.

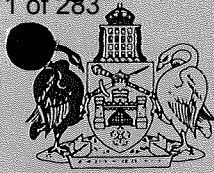
SIGNED SEALED AND DELIVERED
by PAUL ANTHONY BURGESS
delegate of the Minister for and on
behalf of the Commonwealth in the
p



SIGNED SEALED AND DELIVERED by
the Lessee in the presence of:



*TENANTS IN
Common*



ACT Administration Central Office

GPO Box 158, Canberra, ACT 2601
Telephone (062) 46 2211
Facsimile: (062) 49 1057

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In reply please quote:

Senior Lines Officer Telecom
Estimating Section
2nd Floor
Box 2001 GPO
CANBERRA CITY 2601

BLOCK 28 SECTION 346 KAMBAH

It is proposed to offer the above block for lease in the near future.

Could you please advise, at your earliest convenience, whether easements will be required over the block.

... A copy of the site plan is attached for your information.

L N Jansen
for Assistant Secretary
Business Leases

19 December 1987

LNJ:ds



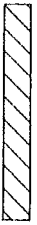




Assistant Secretary
Business Leases
Department of the Arts, the Environment, Tourism and
Territories
GPO Box 158
CANBERRA ACT 2601

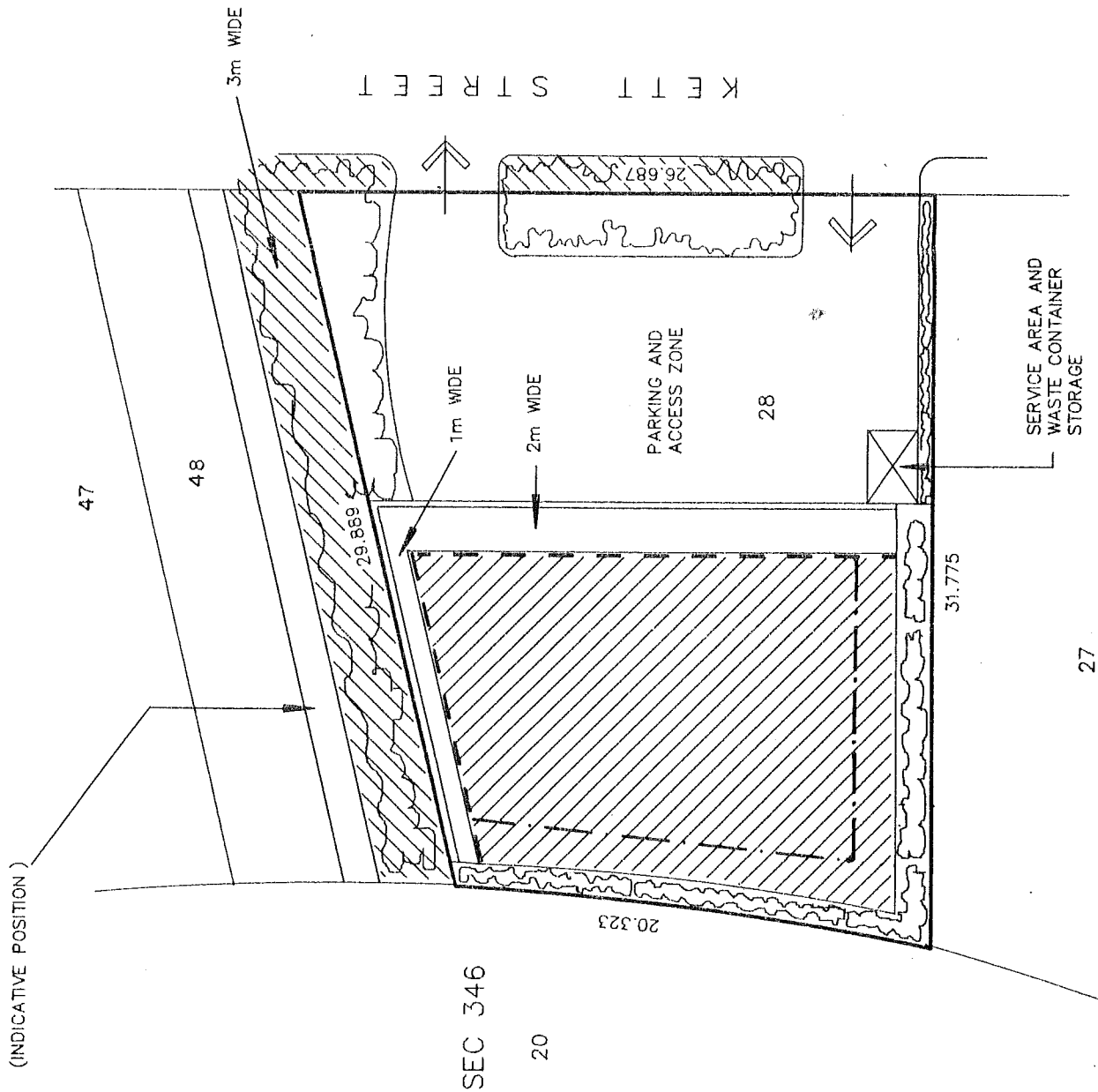
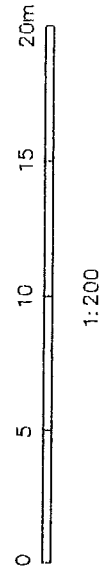
It is advised that Telecom ~~will~~ will not require easements over the above block.

Senior Lines Officer Telecom
Estimating Section
24/12/87.



LEGEND

-  BUILDING ZONE
-  LANDSCAPE ZONE
-  LANDSCAPING ON COMMONWEALTH LAND TO BE UNDERTAKEN BY LESSEE (SEE LANDSCAPE GUIDELINES)
-  MANDATORY VERANDAH
-  MANDATORY BUILDING LINE (ACTIVE FRONTAGE)
-  OPTIONAL VERANDAH
-  SITE BOUNDARY



National Capital Development Commission

KAMBAH SEC. 346 BLK.28
DEVELOPMENT GUIDELINES

MINUTE PAPER

26

SUBJECT: BLOCK 28 SECTION 346 KAMBAH

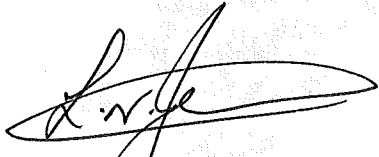
REF:

Director
Technical & Statutory Support

Would you please confirm that the above block is:

- . Consistent with the City Plan
- . Not held under instrument by the NCDC;

... Attached is a copy of the site plan for your information.



L N Jansen
for Director
Business Leases Sales

18 December 1987

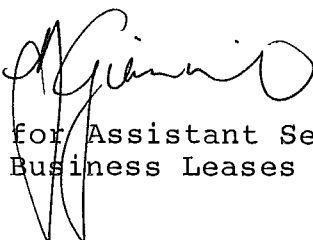
LNJ:ds

Director
Business Leases Sales

Investigations confirm that the above block

- . ~~is~~/is not consistent with the City Plan.
- . ~~is~~/is not held under instrument by the NCDC.

Comments



for Assistant Secretary
Business Leases

MINUTE PAPER

26

SUBJECT: BLOCK 28 SECTION 346 KAMBAH

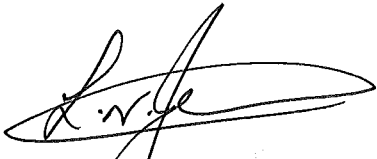
REF:

Director
Technical & Statutory Support

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- . Not held under instrument by the NCDC;

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L N Jansen
for Director
Business Leases Sales

18 December 1987

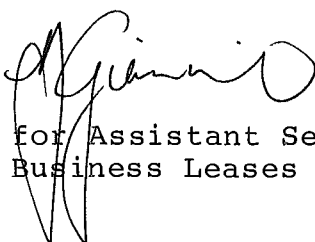
LNJ:ds

Director
Business Leases Sales

Investigations confirm that the above block

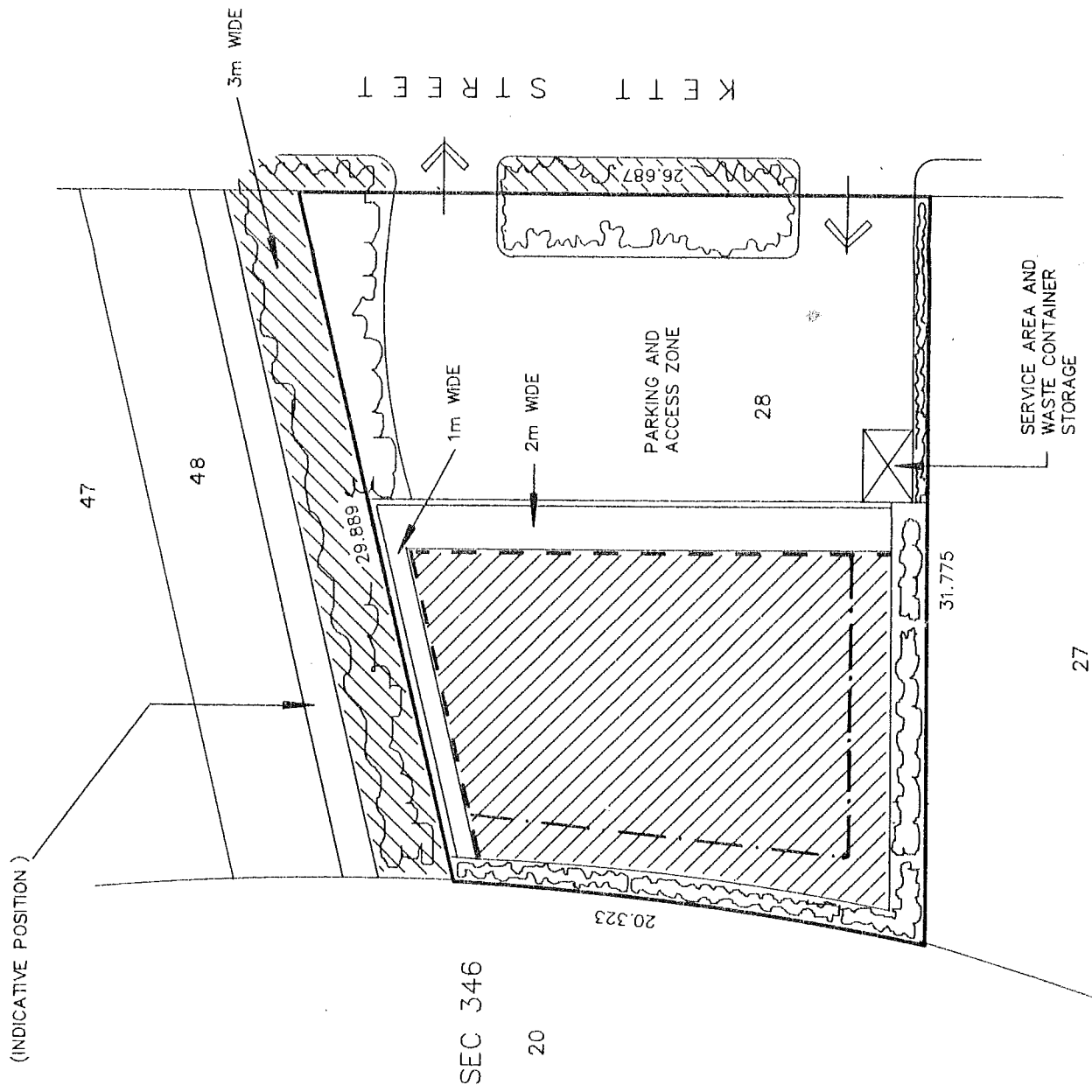
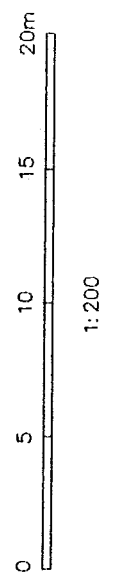
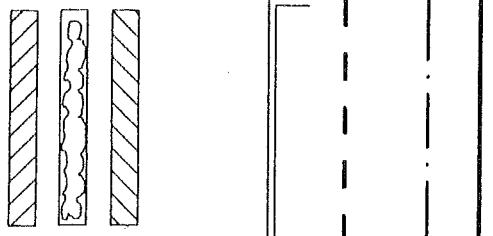
- . ~~is/is not~~ consistent with the City Plan.
- . ~~is/is~~ not held under instrument by the NCDC.

Comments



for Assistant Secretary
Business Leases

LEGEND



National Capital Development Commission		
KAMBAH SEC. 346 BLK.28		
DEVELOPMENT GUIDELINES		
Drawn AD	Checked GM	Date: 19/10/87
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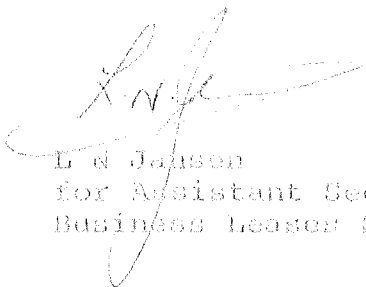
BLOCK 28 SECTION 346 KAMBAY

Director
Business Leases Management

Attention: Mr D Hilligan

Would you please confirm that the above block is not held under any existing lease or licence agreement.

... A copy of the site plan is attached for your information.



L. S. Jansen
for Assistant Secretary
Business Leases Sales

18 December 1987

LSJ, ds

Director
Business Lease Sales

Attention:

Investigations confirm that the above block
. is/is not held under any existing lease or licensing agreement.

for Assistant Secretary
Business Lease Management

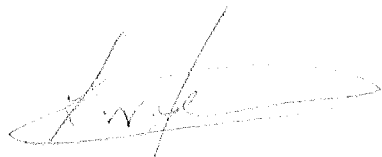
BLOCK 28 SECTION 346 KAMBAH

Director
Technical & Statutory Support

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... Attached is a copy of the site plan for your information.



L. N. Jansen
for Director
Business Leases Sales

18 December 1987

LMJ:ds

Director
Business Leases Sales

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- . is/is not held under instrument by the NCDC.

Comments

for Assistant Secretary
Business Leases

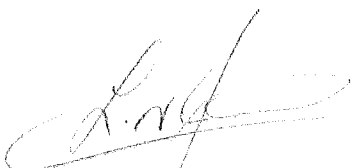
BLOCK 28 SECTION 346 KANBAH

Director
Environment Protection Section

It is proposed to offer the above block for lease in the near future.

Could you please advise, at your earliest convenience, whether special environment protection conditions will be required over the block/s.

... A copy of the site plan and the NCDC release conditions are attached for your information.



L M Jansen
for Assistant Secretary
Business Leases

11/December 1987

LNJ:ds

Assistant Secretary
Business Leases
Department of the Arts, Sport, the Environment, Tourism and Territories
GPO Box 158
CANBERRA ACT 2601

It is advised that special environment protection conditions will/will not be required over the above block.

... A copy of specific conditions required are/are not enclosed.

Environment Protection Section
Technical Services Branch

BLOCK 28 SECTION 346 KANBAN

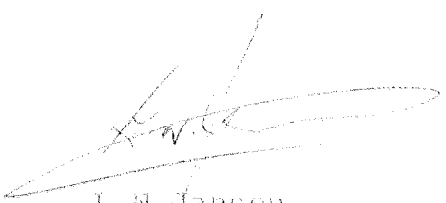
Assistant Secretary
Water Branch

ATTENTION: G Howard
Stormwater and Sewerage Section

It is proposed to offer the above block for lease in the near future.

Would you please advise whether easements will be required over the block.

... A copy of the site plan is attached for your information.



L. N. Jansen
for Assistant Secretary
Business Leases

December 1987

LMJ:da

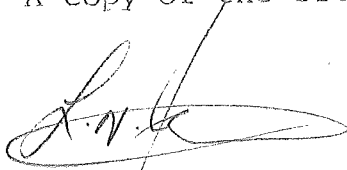
Senior Lines Officer Telecom
Estimating Section
2nd Floor
Box 2001 GPO
CANBERRA CITY 2601

BLOCK 28 SECTION 346 KAMBAH

It is proposed to offer the above block for lease in the near future.

Could you please advise, at your earliest convenience, whether easements will be required over the block.

... A copy of the site plan is attached for your information.



L N Jansen
for Assistant Secretary
Business Leases

18 December 1987

LNJ:ds

Assistant Secretary
Business Leases
Department of the Arts, the Environment, Tourism and
Territories
GPO Box 158
CANBERRA ACT 2601

It is advised that Telecom will/will not require easements over the above block.

Senior Lines Officer Telecom
Estimating Section

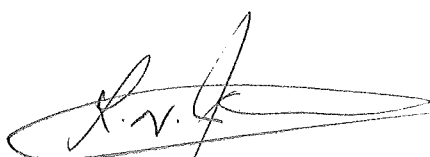
The Chief Valuer
Valuation Branch
Department of Administrative Services
GPO Box 1920
CANBERRA CITY 2601

BLOCK 28 SECTION 346 KAMBAH

It is proposed to offer the above block for lease in the near future.

... National Capital Development Commission release conditions and a copy of the site plan are enclosed.

Would you please recommend an unimproved value for rating as at 1 January 1985 and the current site value of the abovementioned block.



L N Jansen
for Assistant Secretary
Business Leases

18 December 1987

LNJ:ds

FILE COPY

The Secretary
ACT Electricity Authority
PO Box 366
CANBERRA CITY 2601

BLOCK 28 SECTION 346 KAMBAH

It is proposed to offer the above block for lease in the near future.

Would you please advise whether easements will be required over the above block.

... A copy of the site plan is attached for your information.



L N Jansen
for Assistant Secretary
Business Leases

18 December 1987

LNJ:ds

Assistant Secretary
Business Leases
Department of the Arts, LNJort, the Environment, Tourism and Territories
G.P.O. Box 158
CANBERRA ACT 2601

It is advised that ACTEA will/will not require easements over the above site.

for Secretary
ACTEA

The Secretary and Manager
National Capital Development
Commission
220 Northbourne Avenue
BRADDON ACT 2601

Attention: I. Ryan

BLOCK 28 SECTION 346 KAMBAH

It is proposed to offer the above block for lease in the near future.

It would be appreciated if you would confirm the following:

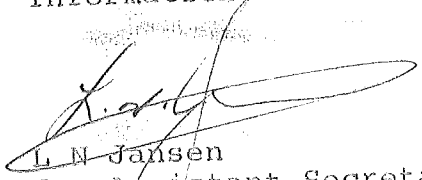
Will easements be required over the block?

Have water and sewerage connections been provided?

Is there any regrading or fill on the block?

Is the site serviced?

... If the site is subject to fill please supply a plan of the area. A plan of the site is attached for your information.


L. N. Jansen
for Assistant Secretary
Business Leases

18 December 1987

LNJ:ds



National Capital Development Commission

220 Northbourne Ave., Canberra, A.C.T. G.P.O. Box 373 Canberra 2601, Australia
 Telephone: (062) 46 8211 Telegrams: Comdev Canberra Telex: 62673 Facsimile: 476980
 All correspondence to be addressed to The Secretary and Manager.

In reply please quote: SP 13237
 M Grayson:ES

Associate Secretary (Territories)
 Office of the ACT Administration
 Department of the Arts, Sport,
 the Environment, Tourism and Territories
 GPO Box 158
CANBERRA ACT 2601

ATTENTION: Assistant Secretary
 Business Leases

BLOCK 28 SECTION 346 KAMBAH

I have to advise you that the Commission has approved the selection of the subject site for non-retail commercial development (small offices) in accordance with the attached conditions of Lease and Development and Development Guidelines Drawing No. 4483/87. Your attention is particularly drawn to the following:

1. Off Street Parking

The proposed development is likely to generate car parking at the rate of 3.65 spaces per 100m² GFA. However, in consideration of the limited site area and the existence of indented on street parking bays adjacent to the site, a shortfall in on site carparking will be considered.

2. Works on Commonwealth Land

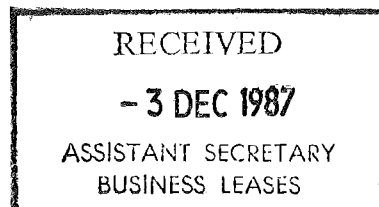
It is intended that the lessee undertake partial landscaping of the adjacent open space and road verge. The design and costing of these works have yet to be finalised. The relevant details will be forwarded to your office as soon as possible for inclusion in the lease documents.

Should you require any further information, please contact Mark Grayson on 46.8459.

30

Alan Phillips
 ALAN PHILLIPS
 SECRETARY AND MANAGER

18 November 1987



BLOCK 28, SECTION 346, KAMBAH
COMMERCIAL/NON-RETAIL SUITES

Check carefully!

Purpose

To use the premises only for the purpose of office/non-retail suites.

What is this?

Building Covenant

The lessee will be required to commence and complete within six months and fifteen months respectively from the date of the commencement of the lease or within such further time as may be approved in writing by the Commonwealth in accordance with plans and specification previously submitted to and approved in writing by the N.C.D.C. a building development including a building, installations, service yard, carparking, paving and landscaping on the land at a cost of not less than the sum of \$200 000. ✓

Gross Floor Area

The gross floor area of the building shall not exceed 400 square metres and shall not be less than 300m². ✓

In this lease "Gross Floor Area" means the sum of the gross areas of the floors of the building measured from the external faces of the external walls BUT EXCLUDING any used solely for fixed mechanical plant essential to the operation of the building, elevator shafts stairwells and pedestrian walkways. ✓

Carparking

The lessee shall provide and maintain on the premises, an approved hardstanding carparking area, sufficient to accommodate vehicles in accordance with the requirements of the NCDC. ✓

As a guide, the following rate for provision of car spaces will generally apply: ✓

Non-Retail/Commercial: 3.65 spaces per 100M² gross floor area ✓

To enhance the appearance of the development, consideration should be given to the use of exposed aggregate or other alternative materials for parking access areas. ✓

Details of paving are to be submitted for the approval of the National Capital Development Commission prior to construction.

Development on Unleased Land

The lessee shall commence within 6 months and complete within 15 months from the date of commencement of the lease or within such further time as may be approved in writing by the Commonwealth and prior to the commencement of any trading or business from the premises, paving to a standard acceptable to the Commonwealth on the unleased commonwealth land shown as "Landscaping and paving of Commonwealth land to be constructed by the Lessee" on the N.C.D.C. Development Guidelines Drawing No. 1483187.

see
land
scaping
require
p1.37
27

CONDITIONS OF DEVELOPMENT APPROVAL
SPECIFIC REQUIREMENTS
BLOCK 28, SECTION 346, KAMBAH

The following conditions are to be read in conjunction with the "Conditions of Development Approval - General Requirements".

General Development Intentions

The NCDC has provided Development Guidelines Drawing No 1483/87 which sets out the basic intentions for development of the site. The layout of the development must conform with the principles shown in this plan as well as the requirements specified in the conditions. Lessees are advised that building plans will not be approved unless they conform in respect of siting and external design to the NCDC Drawing referred to above. Minor amendments in matters of detail will be considered providing application is made in writing in regard to specific points of variation.

Architectural Objectives

The proposed development should extend the style and character of the adjacent child care centre and village shopping centre.

The design of the building shall also be sympathetic to the adjoining open spaces.

pb/

Architectural Controls

1. Building Height

A two storey building will be permitted on this site in accordance with Development Guidelines Drawing No 1483/87.

2. Facades

The facade of this development must include the following:

- . awnings in the locations shown on Development Guidelines Drawing No. 1483/87.
- . active frontages and entrances in the locations identified on Development Guidelines Drawing No. 1483/87.

3. Awnings

The awnings shall have a width of 2.5 metres on the eastern side and 1.0 metres on the northern side.

4. Active Frontage

External entrances and glass facades are to be located on the external face of the building in the locations indicated on Development Guidelines Drawing No. 1483/87. Entrances are to be at the same grade as the adjoining external pedestrian system. Changes in level are to be accommodated within the site.

5. Roofs

The roof form and awning should have a minimum pitch consistent with the Kambah Village Centre.

Exposed air-conditioning equipment will not be approved. Condenser units and cooling towers must be screened to the NCDC's satisfaction.

6. Materials

External materials are to be non-reflective and low maintenance in light earth tones. Roofing however may be zincalume or other metal roofing of the same colour and similar character.

It is desirable to combine materials to create an attractive building which has high quality finishes, particularly on the perimeter adjacent to roads and pedestrian areas.

All external colours, finishes and materials should be consistent with those used for the Village Shopping Centre and adjacent Child Care Centre. They will require the approval of the N.C.D.C. and are to be presented for assessment at the presentation of Preliminary Sketch Plans.

7. Building Line

The building must be built on the boundary in the locations indicated on Development Guidelines Drawing No. 1483/87 to ensure convenient pedestrian access to the building and to form an edge to the adjoining open spaces.

8. Signs and Lighting

External signs, and lighting are considered to be integral parts of the overall design this development and details must be submitted to NCDC for approval. Appropriate identification signs will be considered within the Commission's signs policy.

Flashing or animated illuminated signs will not be approved unless the NCDC is satisfied that such signs will not unduly affect the amenity of nearby residential areas. No signs will be permitted on the roof area of the building.

9. Landscaping and Paving

The lessee shall carry out specified works outside the lease boundary and hand back these works to the Commonwealth. The area of these works is identified on Development Guidelines Drawing No. 1483/87. The works involve providing paving and landscaping to pedestrian areas in accordance with a detailed design and specification which will be provided by the National Capital Development Commission on request.

10. Facilities for the Disabled

The lessee is required to ensure that disabled persons are given full opportunity for access to all parts of the building and its surroundings. The disabled are not to be segregated from able bodied users but are to share the same entrance and exit points. The recommended, and not the minimum provisions, of Australian Standard AS 1428 - 1977 "Design Rules for Access by the Disabled", are to be incorporated into the design.

Ramps and walkways are to be designed in accordance with Australian Standard 1428 Rule 7. Ramps and walkways wherever possible are to be supplemented by steps or stairs suitable for ambulant disabled people. All public entrances are to be wheelchair accessible. All public stairs must meet the requirements of Australian Standard 1428 Rule 9. The design and construction of handrails shall comply with Australian Standard 1428 Rule 10.

Doorways are to be designed in accordance with Australian Standard 1428 Rule 11.1 and 11.2. Door thresholds shall comply with Australian Standard 1428 Rule 11.3 or where possible shall be omitted. Where door glazing is required it shall be located and marked as per Australian Standard 1428 Rule 11.4. Specially equipped toilets and washrooms are to be provided in the building in accordance with the recommendations of Australian Standard 1428.

11. Servicing

Development Guidelines Drawing No. 1483/87 identifies the location of the service area and service vehicle access.

To maximise pedestrian customer amenity on the periphery of the site all servicing must be carried out on-site. Roadside servicing will not be permitted.

The design of the service area should be integrated with the building design. The service area is required to be screened by masonry walls a minimum of 2.3 metres high and must be designed to accommodate large trucks in a manner which does not require the trucks to reverse onto public land.

12. Vehicular Access

Vehicular access shall be in accordance with the Development Guidelines Drawing No 1483/87.

13. Fill

Prospective purchasers should be aware of the possibility of regrading, filling or similar work having been performed on the land prior to land servicing, by previous owners of the land. Such work could include, for example, the filling of sites of former gullies and agricultural dams by previous owners.

It is a condition of sale that a purchaser shall not be entitled to raise any objection, requisition or claim compensation against the Commonwealth, the National Capital Development Commission, or their servants or agents in respect of the existence of regrading, fill or any other disability on the land, whether caused by the Commonwealth, by the National Capital Development Commission, their servants or agents or by previous owners of the land or otherwise.

*in good
condition*

X

14. Levels

The lessee shall be responsible for integrating all levels within the site and in the defined area of works outside the lease boundary, with the surrounding roads, services and pedestrian areas. These levels will be subject to approval by the Commission. It will be the lessee's responsibility to obtain any fill material necessary and ensure the adequate drainage of the block.

✓

15. Conditions of Development Approval - General Requirements

Incinerators

Incinerators installed within the buildings or service yards must be capable of destroying the type and quantity of waste materials from the premises without nuisance from dust, smoke, ashes, smell or otherwise. No open burning is permitted on the site. Incinerators within the building shall be designed and constructed to comply with the ACT Air Pollution Ordinance, 1984.

Refuse

Adequate provision must be made within the leased land for the storage and collection of garbage and other refuse. This shall include provision for placement of refuse, screened from all public areas by a masonry wall, at a suitable place accessible to the A.C.T. Administration's contractor's vehicles. Technical Services Branch of the Administration Central Office, North Building, Civic Offices, Canberra City ACT 2601, should be contacted during the building design stage to determine the necessary requirements.

Fuel Storage

Fuel storage areas must be located within the leased land with filling points at approved locations. The products of fuel combustion must be free from smoke, ash and odour. Special attention will be given to the siting of LP gas tanks.

Mechanical Plant

All mechanical plant and equipment must be contained within the building or service yard and shall be suitably screened from public view.

Hydraulic Services and Easements

Information regarding the possible location of water and sewerage services in relation to the land and service easements required may be obtained from the A.C.T. Water Administration, Ground Floor, Fishburn House, Furzer Street, Phillip ACT 2606.

Laws of the Territory

Each lease will at all times be subject to the laws in force in the Territory and special attention is invited to the following Ordinances and Regulations thereunder:

- Air Pollution Ordinance
- Building Ordinance
- Building (Design and Siting) Ordinance
- Dangerous Goods Ordinance
- Liquor Ordinance
- Public Health Ordinance
- Rates Ordinance
- Roads and Public Places Ordinance
- Sewerage Rates Ordinance
- Water Rates Ordinance
- Water Pollution Ordinance.

Electricity Supply

Information regarding the possible location of electrical distribution equipment in relation to the land may be obtained from the ACT Electricity Authority. The Lessee should contact the Authority to determine the terms and conditions under which electricity will be supplied to the land. The Authority should be contacted during the building design stage to determine requirements for electrical installation.

The Lessee shall accommodate within the lease in a location acceptable to the Authority any mains, transformers, switching gear, and other equipment required by the Authority. The Lessee should contact the Authority to determine the requirements for approval.

All on site electricity service reticulation shall be concealed.

Gas Supply

With regard to supply of gas to the lease, intending purchasers should contact AGL Canberra Ltd to determine the terms and conditions under which gas supply will be made available and any requirement which may affect the planning and/or construction detailing of the project.

16. Development on Unleased Land

1. This lease is conditional upon the Lessee constructing at his cost works on adjacent Commonwealth land.
2. The works required are shown as "Landscaping and Paving of Commonwealth Land to be constructed by Lessee" on the NCDC Development Guidelines Drawing.
3. The lessee shall undertake these works, which are currently being designed by the NCDC and will be contained in the specification and drawings entitled "Block 28, Section 346 Kambah, Verge Landscaping".

The cost of the design is assessed as (\$.....). The Lessee shall pay to NCDC this sum on the signing of the lease. The NCDC shall prepare a programme acceptable to the Lessee detailing when the Specifications and Drawings will be available.

4. The Lessee shall construct the works to these designs in accordance with the appropriate authorities required standards and practices. The responsibilities include the construction, handover to the Commonwealth, maintenance during the defects liability period and meeting all costs associated with the works.

In particular:

- (a) During construction the Lessee shall liaise directly with the appropriate service authorities and shall pay all associated costs and charges.
- (b) Unless otherwise approved in writing by the NCDC all construction shall be carried out in accordance with the NCDC's Basic Specification for Roads, Hydraulic Services and Landscape, Edition 2, October 1982.
- (c) The Lessee will prior to and during the construction of the works seek and arrange for inspection and approval of the works by the NCDC in accordance with a programme of stages of construction previously submitted to and approved in writing by the Commonwealth and the NCDC.

- (d) The Lessee shall have a competent representative acceptable to the NCDC present on the site at all periods during which there are any activities relating to the execution of the public works.
- (e) The Lessee shall lodge with the NCDC, in a form acceptable to the NCDC, an Unconditional Bank Undertaking to cover the estimated cost of the works. Fifty per cent of the undertaking will be released on practical completion and the remainder on final completion.
- (f) Completion of the works shall be deemed to have occurred on certification by the Commonwealth and NCDC to that effect. Before the works can be certified, it will be necessary for the Lessee to obtain from the relevant service and maintenance authorities written advice that the works are acceptable for handover to the Commonwealth. Further, the Lessee shall provide to NCDC five micro film copies of the 'Works as Executed Plans' which locate and detail all constructed works in relation to block boundaries. A Chartered Engineer shall certify that the Works as Executed Plans are correct and that the works have been properly constructed in accordance with the approved plans, specifications and Works as Executed Plans.

17. Design Approval Process

1. Preliminary Discussions

The Lessee is advised to discuss the proposed form of development with the National Capital Development Commission prior to undertaking any design work.

2. Preliminary Sketch Plans

Preliminary sketch plans which clearly show development design intentions shall be submitted to the National Capital Development Commission for acceptance before Final Sketch Plans are commenced. The Preliminary Sketch Plans shall include a site plan with block boundaries and layout of development, floor plans, sections, full elevations and perspective drawings sufficient to fully explain the scheme. A schedule of proposed external materials, finishes and colours is also required at this stage. Three sets of the Preliminary Sketch Plans shall be submitted.

3. Final Sketch Plans

Following acceptance of Preliminary Sketch Plans the Lessee shall submit Final Sketch Plans to the National Capital Development Commission for acceptance before Working Drawings are commenced. Final Sketch Plans shall include floor plans, sections, full elevations, details of signs and lighting and perspective drawings sufficient to fully explain the scheme. Three sets of the Final Sketch Plans shall be submitted.

4. Working Drawings

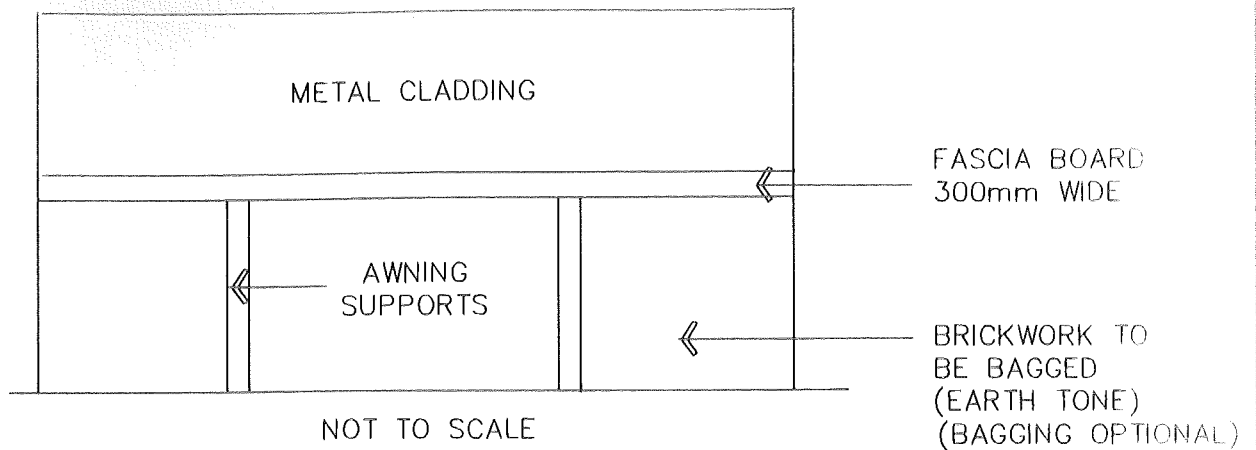
Prior to the commencement of building construction Working Drawings and Specifications must be submitted:

- (a) to the National Capital Development Commission for Design and Siting approval; and
- (b) following Design and Siting approval, to the Department of Territories for approval under the Building Ordinance and for the granting of a Building Permit.

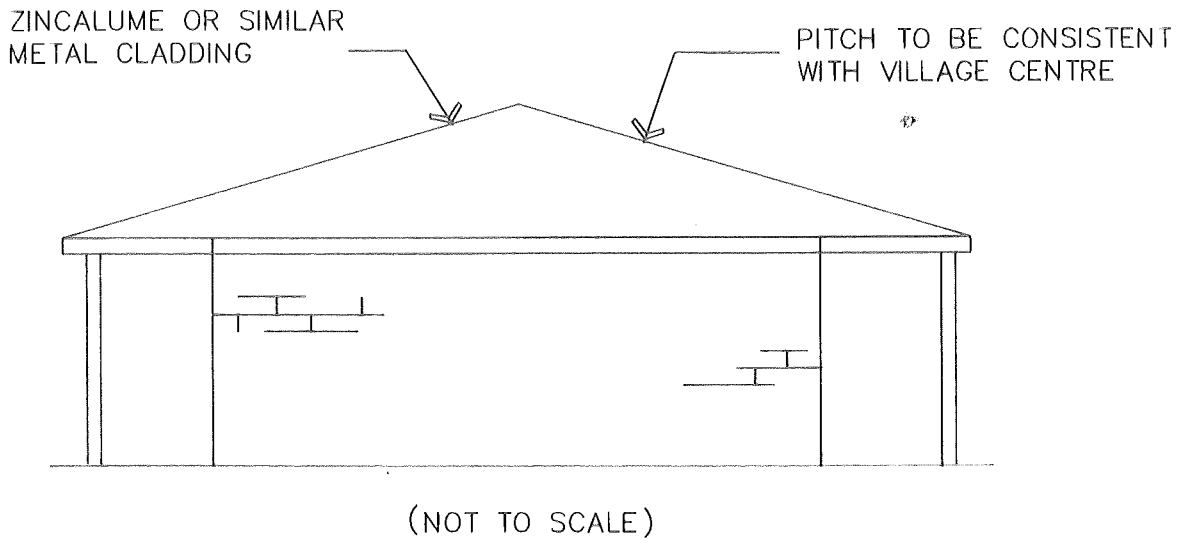
The Working Drawing submission shall include a site plan, floor plans, longitudinal and cross sections through the building, full elevations, full structural details, hydraulics details, mechanical engineering details, electrical installation drawings, landscape proposals and samples of all proposed external materials.

Special conditions may be attached to any approval given in respect of design and siting, particularly with regard to external design, siting, materials, colour treatment, flood lighting, roof vents or structures and advertising signs. Approval must be obtained before signs are erected on the building.

Five sets of the Working Drawings shall be submitted to the National Capital Development Commission. Following Design and Siting approval, three sets of the Working Drawings shall be lodged by the lessee with the Department of Territories for building approval.



STONE OF AWNING SUPPORTS AND FASCIA BOARDS TO BE SIMILAR TO VILLAGE BUILDINGS



NOTE : GUIDELINES ARE SUBJECT TO COMPLIANCE WITH ACT REGULATIONS AND ORDINANCES



National Capital Development Commission

KAMBAH SEC.346 BLK28
ARCHITECTURAL GUIDELINES

Drawn AD

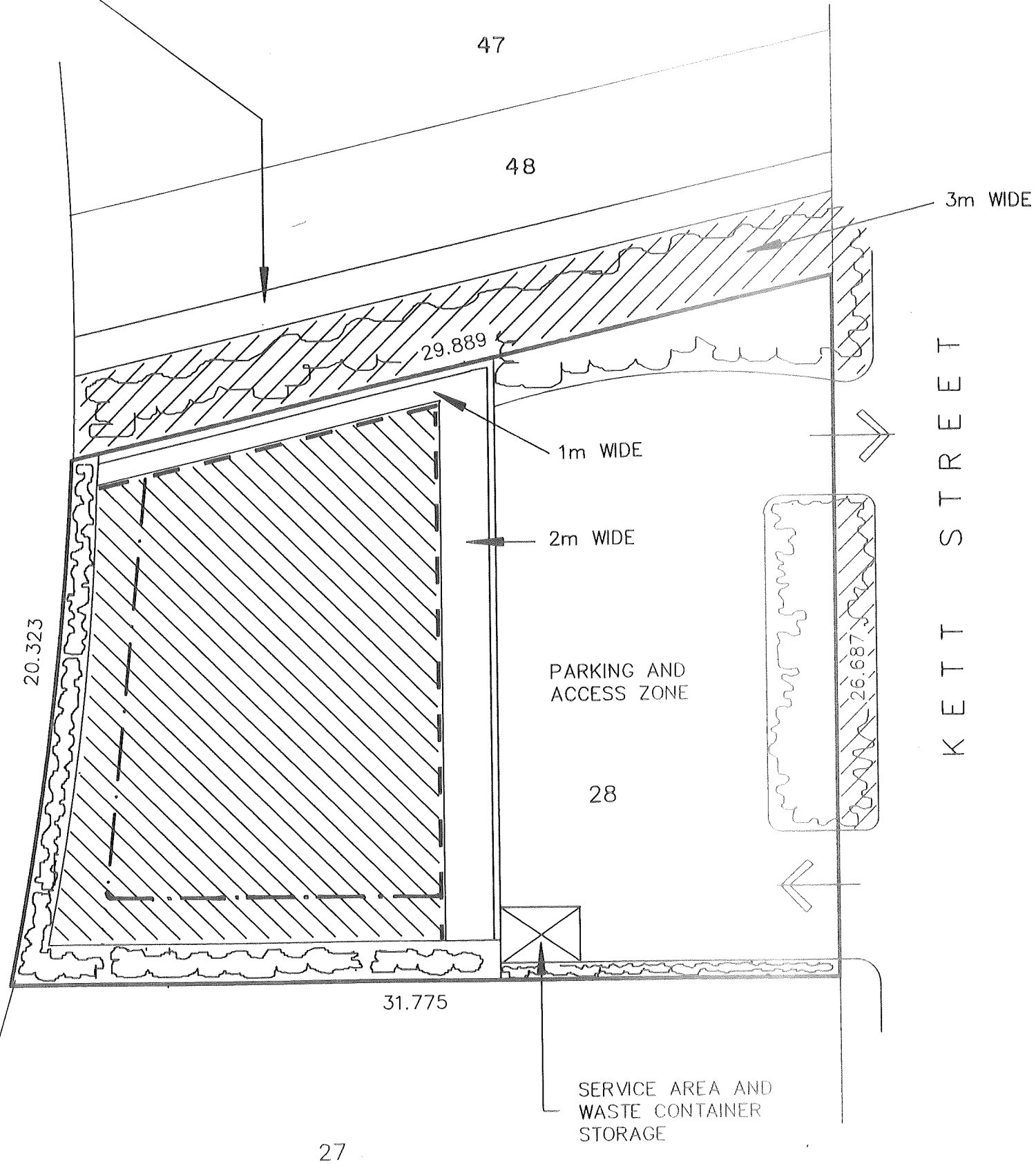
Checked GM

Date 16/11/87

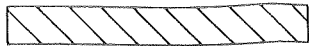

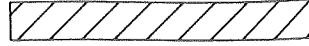




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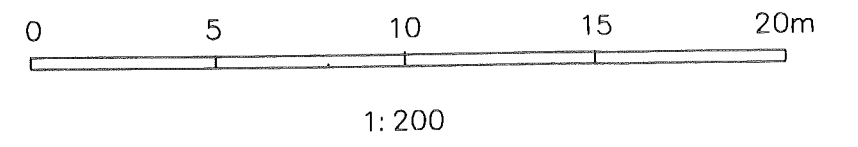
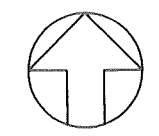
(INDICATIVE POSITION)

SEC 346
20



LEGEND

-  BUILDING ZONE
-  LANDSCAPE ZONE
-  LANDSCAPING ON COMMONWEALTH LAND TO BE UNDERTAKEN BY LESSEE (SEE LANDSCAPE GUIDELINES)
-  MANDATORY VERANDAH
-  MANDATORY BUILDING LINE (ACTIVE FRONTAGE)
-  OPTIONAL VERANDAH
-  SITE BOUNDARY



National Capital Development Commission			
KAMBAH SEC. 346 BLK.28			
DEVELOPMENT GUIDELINES			
Drawn AD	Checked GM	Date 19/10/87	1483/87
			A3

W.P.No. PG/BLS/CHECKLIST

**BUSINESS LEASE SALES
CHECKLIST FOR LAND PREPARATION PROCEDURE**

Block(s) 28 Section 346 Division) Kambak
District) Kambak

Project Officer (init.)

Supervisor

- Received _____
- Acknowledged _____
- Financial Reference _____
- Statistics noted _____
- Referred to N.C.D.C. _____

hyn phone

NCDC Conditions

- Registered _____
- Acknowledged _____

Paul Burgess

Survey

- Computation Requested (NCDC) _____
- Survey Requested (Target Date) _____
- Availability Checked _____
- Nomenclature _____
- Encroachments _____
- DP Received/Checked _____

Q

Services to Block/Fill

- Request to NCDC (Acknowledgement) _____
- Completed/Services _____
- Aware/Fill *dear 25/5/88*
- Fill Plan Available _____

Easements

- NCDC *b.17*
- Lease Services (D.O.T.) *f.21. f.39. OK*
- ACTEA *f.18 f.30 OK dear*
- Telecom *f.20 f.28 OK. dear*
- Survey dear*

Environmental

- Requested *f.22*
- Received *f.35. special conditions required.*

A.T.O.

- Requested *f.19*
- Received/Agreed _____

Block(s)	Section District)	Division)
		Project Officer (init.)
		Supervisor
<u>Stat Processes</u>		
- City Plan	<i>f. 22</i>	<i>o.k. clear ✓</i>
- Instrument	<i>f. 24</i>	<i>clear ✓</i>
<u>B.L. Management</u>		
- Existing Leases	<i>f. 24</i>	<i>clear ✓</i>
- Other Comments	<i>f. 33. o.k.</i>	
<u>Auction Venue</u>		
- booked		
- security		
<u>Site Inspected</u>		
Inspection Report (See folio)		
<u>Draft Brochure/Offer</u>		
- Prepared		
- Cleared with NCDC		
- Cleared with BL Management		
- Final Draft		
- Approved		
<u>Sale Plan</u>		
- Prepared		
- Easements Shown		
- Encroachments Shown		
<u>Submission</u>		
- Prepared		
- Approved		
<u>Auction Brochure</u>		
- printing		
- copy on TL File		
<u>Official Receipt</u>		
- Account Number		
- Paid into RPM		

Block(s)	Section District)	Division)

	Project Officer (init.)	Supervisor
<u>Sale</u>		
- Sale Date _____		
<u>Lease Advice Notice</u>		
- Checked _____		
<u>Files</u>		
- TL file created _____		
- All relevant papers transferred. _____		
<u>Crown Lease</u>		
- prepared _____		
- checked _____		
- executed by Lessee _____		
- executed by Commonwealth _____		
- executed copy - file, stats clerk, BL Management _____		
<u>FINAL ACTION</u>		
- All relevant information checked (signature) _____		

NOTE: Checklist to be kept inside front cover until sale then filed.

UNIT TITLES ACTION FORM

NON - STAGED

ACTION	FOLIO	DATE OF ACTION
1. Application received	81	20.11.89
2. Update unit title register*		20.11.89
3. Fees paid/ requested \$1050 .00	85	6.12.89
4. Do plans comply with ordinance (secl1/12 check list)	100 & 101	6.12.89
5. application acknowledged	85	6.12.89
6. is schedule of unit entitlements reasonable? (secl6(1)(b)) letter to AVO	82 112 & 113 110	6.12.89 19.2.90 20.12.89
7 (a) are units fit for separate occupancy (secl6(1)(a)) letter Blg	83 90	6.12.89 11.1.90
(b) have Fitness certificates issued?	N/A	
8. ASO check via LTO XUP.....	Plan rec'd Amendments plan OK	94 98 110
		6.12.89 22.1.90 2.2.90
9. copy of Crown Lease purpose clause inspection report	RENTAL RECD 91	132 11.1.90
10 Reconciliation and preparation of Forms 4&5	103 & 104	1.2.90
11 <u>SECTION 16 APPROVAL</u> * Letter to Lessee -Forms 4&5 to be collected		
12 Compliance Inspection	CERT. folio 108	99 24.1.90
(a) Landscaping Check		
(b) Incomplete development Bond required		
(c) Bond & Surety documents prepared		
(d) " " returned		
(e) " " placed in security		
(f) Compliance Certificate issued	108	14.2.90
13 <u>SECTION 22 APPROVAL</u> * Letter to Lessee enclosing endorsed Forms 1-5		
14 Copy of reg'd plan rec'd (photocopy on file)		
15 Lease advice prepared *		
16 Registered copy of Units Plan No..... placed in Security		
17 Refer file to compliance Officer to follow up Bond		

Entered in Register Book Vol.....Folio.....
.....Registrar of Titles

THE COMMONWEALTH OF AUSTRALIA
AUSTRALIAN CAPITAL TERRITORY
CITY AREA LEASES ORDINANCE 1936

LEASE GRANTED pursuant to the City Area Leases Ordinance 1936 and
the Regulations thereunder on the _____ day of _____
One thousand nine hundred and _____ WHEREBY THE
LESSEE COMMONWEALTH OF AUSTRALIA (hereinafter called "the Commonwealth")
grants to

**SPECIMEN
ONLY
- RENTAL LEASE**

LAND (hereinafter called "the Lessee") ALL THAT piece or parcel of land
situate in the City Area in the Australian Capital Territory
containing an area of ** square metres or thereabouts and being
Block _____ Section _____ Division of _____ as delineated on Deposited
Plan Number _____ in the office of the Registrar of Titles at
Canberra in the said Territory and being the land shown by pink
color on the plan annexed hereto (hereinafter referred to as "the
land") RESERVING unto the Commonwealth all minerals TO HOLD unto the
Lessee for the term of _____ years commencing on the
TERM day of _____ One thousand nine hundred and _____
(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 () of Clause 4 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.

INTERPRETATION

1. IN THIS LEASE unless the contrary intention appears:

- (a) "accounting year" means each consecutive period of twelve months or proportion thereof ending on the thirtieth day of June or ending on such other date approved in writing by the Commonwealth in each year (and on the last day of the term of the lease) the first such period commencing from the date of the commencement of the lease;
- (b) "assessed rental value" means the assessed gross revenue less the assessed operating expenses of the premises calculated from time to time in accordance with the terms of the lease;
- (c) "assessed gross revenue" means the total annual revenue of any description whatsoever that might reasonably be expected to be obtained from the premises (without limiting the generality of the foregoing shall include revenue from all sub-leases tenancies licences or other rights of occupation carparking and naming rights) determined -
 - (i) by reference to market circumstances and values applying at the date of assessment; and
 - (ii) on the basis that the building is completed fitted out and in good and tenable repair whether or not that be the fact;
- (d) "assessed operating expenses" means the assessed annual operating expenses which might reasonably be expected to be incurred by the Lessee in the operation management and maintenance of the premises taking one year with another but limited to -
 - (i) rates and other periodic statutory outgoings of a like nature;
 - (ii) maintenance repairs garbage collection cleaning caretaking security services and promotional expenses;
 - (iii) electricity oil water gas and other fuels (other than supplies separately metered to particular sub-lessees or occupiers and charged direct to them by the supplier);
 - (iv) insurance of the premises including insurance for loss of rent (other than loss arising out of inability to procure tenants or failure of tenants to pay rent) and public liability insurance;
 - (v) management fees not exceeding two and one half per centum of the assessed gross revenue;

BUT shall not include rent payable by the Lessee under the lease capital repayments amortisation on the building interest fees or other charges in respect of any loan;

- (e) "building" means the 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 fixtures fittings (including floor coverings) plant amenities and appurtenances thereof and therein contained or thereon affixed or if the context so admits any part thereof;
- (f) "gross floor area" means the sum of the gross areas of the floor or floors of the building measured from the external faces of the exterior walls or from the centre lines of walls separating the building from any other building;
- (g) "Lessee" shall -
- (i) where the Lessee shall consist of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
 - (ii) where the Lessee shall consist 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 the persons and each of them 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;
- (h) "minimum rent" means the amount of _____ ;
- (i) "percentage rent" means _____ per centum per annum of the assessed rental value;
- (j) "premises" means the land building and all other improvements on the land. ↗

2. THE LESSEE COVENANTS WITH THE COMMONWEALTH as follows:

RENT

- (a) That the Lessee will pay to the Commonwealth -
- (i) the minimum rent for the period commencing on the _____ day of _____ One thousand nine hundred and _____ and ending on the _____ day of _____ One thousand nine hundred and _____ payable on the date of the commencement of the lease; and
 - (ii) the minimum rent for the period commencing on the _____ day of _____ One thousand nine hundred and _____ and ending on the _____ day of _____ One thousand nine hundred and _____ payable by equal quarterly payments in advance on the first day of the months of January April July and October in each year and proportionately for any fraction of a quarter the first of such payments to be made on the _____ day of _____ One thousand nine hundred and _____ and;

(iii) for the remainder of the lease term the percentage rent determined from time to time in accordance with the provisions of Clause 3 hereof OR the minimum rent whichever is the greater payable by equal quarterly payments in advance on the first day of the months of January April July and October in each year and proportionately for any fraction of a quarter the first of such payments to be made on the day of

One thousand nine hundred and ;

ADDITIONAL RENT

(b) That if any rent or other moneys payable under this lease shall remain unpaid after the date appointed for its payment the Lessee shall on demand pay to the Commonwealth as additional rent a sum calculated on the amount of the unpaid rent or other moneys owing under the lease at a rate of fifteen per centum per annum during any period that the rent or other moneys remain unpaid and computed from the date appointed to the date upon which such payments are made;

MANNER OF PAYMENT OF RENT

(c) That any rent or other moneys payable by the Lessee to the Commonwealth under this lease shall be paid to such person as may be authorised by the Commonwealth for that purpose at Canberra in the said Territory without any deduction whatsoever.

3. IT IS MUTUALLY COVENANTED AND AGREED as follows:

ASSESSMENT PERIODS

(a) That the lease period commencing on the day of One thousand nine hundred and and ending on the last day of the term of the lease shall be divided into assessment periods as follows -

(i) the first assessment period shall commence on the day of One thousand nine hundred and and run for three years; and

(ii) subsequent assessment periods shall be for successive triennial periods except for the last assessment period which shall commence on the day next after the last day of the penultimate assessment period and end on the last day of the term hereof;

DETERMINATION OF ASSESSED RENTAL VALUE

(b) That the Commonwealth shall make or cause to be made a determination of the assessed rental value in respect of each assessment period as at the date of commencement of such assessment period and shall calculate the annual rental for such period by applying the percentage rent to the assessed rental value so determined. The Commonwealth shall within fourteen days of the determination of the assessed rental value for a period notify the Lessee of the determination and of the annual rental payable by the Lessee for the assessment period and until such notification the Lessee will pay the rent at the rate at which rent for the lease was payable immediately prior to the commencement of the assessment period;

TERMINATION
 BINDING UNTIL
 SUBSEQUENT
 DETERMINATION

(c) That the assessed rental value determined by the Commonwealth and notified to the Lessee shall be binding on both the Commonwealth and the Lessee and shall be applied for all purposes of this lease as the assessed rental value in respect of the assessment period to which it relates unless and until a subsequent determination of such assessed rental value is made by referees or a nominee acting pursuant to sub-clauses (d) and (e) of this clause and in the event of the subsequent determination being at variance with the Commonwealth's determination an appropriate adjustment of the rent paid or to be paid under this lease shall be made;

DETERMINATION BY
 REFEREES

(d) If the Lessee within forty five days of receipt of notification of the Commonwealth's determination under sub-clause (b) of this clause gives notice in writing to the Commonwealth that the Lessee disputes the assessed rental value determined by the Commonwealth and the Commonwealth and the Lessee are unable within a further thirty days to agree as to the assessed rental value for the assessment period concerned the amount of assessed rental value shall be referred for determination by two referees one to be appointed by the Commonwealth and one to be appointed by the Lessee. Each referee shall be appointed within twenty one days of the expiration of the said period of thirty days and the referees shall be required to make a joint determination of the assessed rental value expeditiously and in any event within thirty days of the second referee being appointed. The assessed rental value jointly determined by the referees shall be binding upon both the Commonwealth and the Lessee and shall be applied for all purposes of this lease as the assessed rental value in respect of the assessment period to which the joint determination relates. The Commonwealth and the Lessee shall bear their own costs of such joint determination;

ARBITRATION

(e) If the two referees cannot agree within the prescribed period on the amount of the assessed rental value referred to them for determination a nominee shall be jointly appointed by them not later than fourteen days after the expiration of the said prescribed period and if they are unable to agree on a nominee as aforesaid the nominee shall be the President for the time being of the Australian Capital Territory Division of the Australian Institute of Valuers (or the President of such body or association as serves substantially the same objects as the said Division should it cease to exist) if able to act otherwise a person able to act nominated by the said President. The nominee shall resolve any points of difference between the referees and shall determine the assessed rental value as expeditiously as possible and the determination by the nominee shall be an arbitration within the meaning of paragraph (b) of sub-section () of Section 18B of the City Area Leases Ordinance 1936. The assessed rental value determined by the nominee shall be binding on both the Commonwealth and the Lessee and shall be applied for all purposes of this lease as the assessed rental value in respect of the assessment period to which the nominee's determination relates. The cost of the determination by the nominee shall be borne equally by the Commonwealth and the Lessee;

AUDITED
STATEMENT

(f) That the Lessee will not less than three months and not more than six months prior to the commencement of an assessment period provide the Commonwealth with the following -

(i) a document setting out particulars of the business or businesses that were carried out on the premises for the twelve month period preceding the date the document is provided to the Commonwealth; and

(ii) a statement certified by a registered company auditor or some other person approved in writing by the Commonwealth of the gross revenue received from and the actual operating expenses of all sub-leases tenancies licences and other rights of occupation of the premises for the twelve month period preceding the date of the statement

The Lessee shall also provide such further details or explanations as are reasonably required by the Commonwealth in respect of the abovementioned documents within fourteen days of receiving a request from the Commonwealth for this information.

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

COMMENCEMENT OF
BUILDING

(a) That the Lessee will within _____ months from the date of the commencement of the lease or within such further time as may be approved in writing by the Commonwealth for that purpose commence to erect -

a building _____ on the land
at a cost not less than the sum of _____

in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Commonwealth;

COMPLETION OF
BUILDING

(b) That the Lessee will within _____ months from the date of the commencement of the lease or within such further time as may be approved in writing by the Commonwealth complete the erection of the said building _____ in accordance with the said plans and specifications and in accordance with every Statute Ordinance or Regulation applicable thereto;

PURPOSE

(c) To use the premises only for the purpose of _____ ;

GROSS FLOOR
AREA

(d) That the gross floor area of the building shall not exceed _____ square metres and shall not be less than _____ square metres;

SERVICE AREAS

() That the Lessee shall screen and keep screened all service areas to the satisfaction of the Commonwealth and shall ensure that all plant and machinery contained within the premises is suitably screened from public view;

BUILDING SUBJECT TO APPROVAL

() That the Lessee will not without the previous consent in writing of the Commonwealth erect any building on the land or make any structural alterations to the premises;

REPAIR

() That the Lessee will at all times during the said term maintain repair and keep in repair the premises to the satisfaction of the Commonwealth;

FAILURE TO REPAIR

() If and whenever the Lessee is in breach of the Lessee's obligations to maintain repair and keep in repair the premises the Commonwealth 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 Commonwealth is of the opinion that a building or some other improvement on the land is beyond reasonable repair the Commonwealth 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 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 Commonwealth any person or persons duly authorised by the Commonwealth with such equipment as is necessary may enter upon the land and carry out the necessary work and all costs and expenses incurred by the Commonwealth in carrying out the work shall be paid by the Lessee to the Commonwealth 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 Commonwealth by the Lessee;

RIGHT OF INSPECTION

() To permit any person or persons authorised by the Commonwealth to enter and inspect the premises at all reasonable times and in any reasonable manner;

RATES AND CHARGES

() 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.

QUIET ENJOYMENT

5. THE COMMONWEALTH COVENANTS WITH THE LESSEE that the Lessee paying the rent and observing and performing the covenants and stipulations on the part of the Lessee to be observed and performed shall quietly enjoy the premises without interruption by the Commonwealth or any person lawfully claiming from or under or in trust for the Commonwealth.

6. IT IS MUTUALLY COVENANTED AND AGREED as follows:

DETERMINATION

(a) That if -

- (i) any rent or other moneys payable under this lease shall remain unpaid for three months next after the date appointed for payment thereof (whether such rent shall have been formally demanded or not); or
- (ii) a building in accordance with sub-clause (a) of Clause 4 of this lease is not commenced within the period specified in the said sub-clause; or
- (iii) a building in accordance with sub-clause (a) of Clause 4 of this lease is not completed within the period specified in sub-clause (b) of the said clause; or

- (iv) 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 Commonwealth specifying the nature of such breach

the Commonwealth may determine this lease but without prejudice to any claim which 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 or other moneys by the Commonwealth during or after any period referred to in paragraph (ii) (iii) or (iv) of sub-clause (a) of this clause shall not prevent or impede the exercise by the Commonwealth of the powers conferred upon it by sub-clause (a) of this clause;

RENT NOT
REFUNDABLE

- (c) That if this lease is terminated within the period referred to in paragraph (i) of sub-clause (a) of clause 2 the Commonwealth shall retain the whole of the rent paid by the Lessee in advance in respect of the period referred to in paragraph (i) of sub-clause (a) of clause 2 as moneys due and payable by the Lessee to the Commonwealth on termination of the lease;

FURTHER LEASE

- (d) That if at the expiration of this lease the Commonwealth shall have decided not to sub-divide the land and that it is not required for any Commonwealth purpose and the Commonwealth shall have declared the land to be available for lease 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 (including re-appraisalment of rent) as may then be provided or permitted by Statute Ordinance or Regulation;

NOTICES

- (e) 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 Commonwealth 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
COMMONWEALTH
POWERS

- (f) Any and every right power and or remedy conferred on the Commonwealth or the Minister hereunder or implied by law may be exercised on behalf of the Commonwealth or the Minister as the case may be by:
- (i) the Minister of State of the Commonwealth for the time being administering the City Area Leases Ordinance 1936 or any Statute or Ordinance substituted therefor or the Member of the Executive Council of the Commonwealth for the time being performing the duties of such Minister;
- (ii) an authority or person for the time being authorised by the Minister of State referred to in (i) above or by law to exercise those powers or functions of the Commonwealth or the Minister; or

(iii) the person to whom the Minister of State referred to in (i) above has delegated all his powers or functions under the said City Area Leases Ordinance 1936 or any Statute or Ordinance in substitution therefor.

IN WITNESS whereof the Commonwealth and the Lessee have executed this Lease.

SIGNED SEALED AND DELIVERED)
by)
delegate of the Minister for and on)
behalf of the Commonwealth in the)
presence of:)

WP S047/B/4

Entered in Register Book Vol..... Folio.....
..... Registrar of Titles

THE COMMONWEALTH OF AUSTRALIA
AUSTRALIAN CAPITAL TERRITORY
CITY AREA LEASES ORDINANCE 1936

LEASE GRANTED pursuant to the City Area Leases Ordinance
1936 and the Regulations thereunder on the
day of One thousand nine hundred and

LESSEE WHEREBY THE COMMONWEALTH OF AUSTRALIA (hereinafter
called "the Commonwealth") grants to

**SPECIMEN
ONLY
- NON-RENTAL LEASE**

LAND (hereinafter called "the Lessee") ALL THAT piece or parcel
of land situate in the City Area in the Australian Capital
Territory containing an area of square metres or
thereabouts and being Block Section Division of
as delineated on Deposited Plan Number in the office of
the Registrar of Titles at Canberra in the said Territory
and being the land shown by colour on the plan annexed
hereto (hereinafter referred to as "the land") RESERVING
unto the Commonwealth all minerals TO HOLD unto
TERM the Lessee for the term of years commencing on
the day of one thousand nine hundred
and (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 () of Clause 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.

INTERPRETATION

1. IN THIS LEASE unless the contrary intention appears:
- (a) "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 admits any part thereof;
 - (b) "gross floor area" means the sum of the gross areas of the floor or floors of the building measured from the external faces of the exterior walls or from the centre lines of walls separating the building from any other building;
 - (c) "Lessee" shall -
 - (i) where the Lessee shall consist of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
 - (ii) where the Lessee shall consist 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 the persons and each of them 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) "premises" means the land building and all other improvements on the land.

2. THE LESSEE COVENANTS WITH THE COMMONWEALTH as follows:

RENT

- (a) That the Lessee will pay to the Commonwealth 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 Commonwealth relating thereto and served on the Lessee;
- (b) That any rent or other moneys payable by the Lessee to the Commonwealth under this lease shall be paid to such person as may be authorised by the Commonwealth for that purpose at Canberra in the said Territory without any deduction whatsoever.

MANNER OF PAYMENT
OF RENT

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

COMMENCEMENT
OF BUILDING

- (a) That the Lessee will within _____ months from the date of the commencement of the lease or within such further time as may be approved in writing by the Commonwealth for that purpose commence to erect -

a building

on the land at a cost not less than the sum of

in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Commonwealth;

COMPLETION OF BUILDING

- (b) That the Lessee will within _____ months from the date of the commencement of the lease or within such further time as may be approved in writing by the Commonwealth complete the erection of the said building

in accordance with the said plans and specifications and in accordance with every Statute Ordinance or Regulation applicable thereto;

PURPOSE

- (c) To use the premises only for the purpose of

SERVICE AREAS

- () That the Lessee shall screen and keep screened all service areas to the satisfaction of the Commonwealth and shall ensure that all plant and machinery contained within the premises is suitably screened from public view;

BUILDING SUBJECT TO APPROVAL

- () That the Lessee will not without the previous approval in writing of the Commonwealth erect any building on the land or make any structural alterations to the premises;

REPAIR

- () That the Lessee will at all times during the said term maintain repair and keep in repair the premises to the satisfaction of the Commonwealth;

FAILURE TO REPAIR

- () If and whenever the Lessee is in breach of the Lessee's obligations to maintain repair and keep in repair the premises the Commonwealth 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 Commonwealth is of the opinion that a building or some other improvement on the land is beyond reasonable repair the Commonwealth 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 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 Commonwealth any person or persons duly authorised by the Commonwealth with such equipment as is necessary may enter the premises and carry out the necessary work and all costs and expenses incurred by the Commonwealth in carrying out the work shall be paid by the Lessee to the Commonwealth 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 Commonwealth by the Lessee;

RIGHT OF INSPECTION

- () To permit any person or persons authorised by the Commonwealth to enter and inspect the premises at all reasonable times and in any reasonable manner;

RATES AND CHARGES

- () 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.

QUIET ENJOYMENT

4. THE COMMONWEALTH COVENANTS WITH THE LESSEE that the Lessee paying the rent and observing and performing the covenants and stipulations on the part of the Lessee to be observed and performed shall quietly enjoy the premises without interruption by the Commonwealth or any person lawfully claiming from or under or in trust for the Commonwealth.

5. IT IS MUTUALLY COVENANTED AND AGREED as follows:

DETERMINATION

(a) That if -

- (i) any rent or other moneys payable under this lease shall remain unpaid for three months next after the date appointed for payment thereof (whether such rent shall have been formally demanded or not); or
- (ii) a building in accordance with sub-clause (a) of Clause 3 of this lease is not commenced within the period specified in the said sub-clause; or
- (iii) a building in accordance with sub-clause (a) of Clause 3 of this lease is not completed within the period specified in sub-clause (b) of the said clause; or
- (iv) 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 Commonwealth specifying the nature of such breach

the Commonwealth may determine this lease but without prejudice to any claim which 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 or other moneys by the Commonwealth during or after any period referred to in paragraph (ii) (iii) or (iv) of sub-clause (a) of this clause shall not prevent or impede the exercise by the Commonwealth of the powers conferred upon it by sub-clause (a) of this clause;

FURTHER LEASE

- (c) That if at the expiration of this lease the Commonwealth shall have decided not to sub-divide the land and it is not required for any Commonwealth purpose and shall have declared the land to be available for lease 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 (including re-appraisalment of rent) 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 Commonwealth 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
COMMONWEALTH
POWERS

- (e) Any and every right power and or remedy conferred on the Commonwealth or the Minister hereunder or implied by law may be exercised on behalf of the Commonwealth or the Minister as the case may be by:

- (i) the Minister of State of the Commonwealth for the time being administering the City Area Leases Ordinance 1936 or any Statute or Ordinance substituted therefor or the Member of the Executive Council of the Commonwealth for the time being performing the duties of such Minister;
- (ii) an authority or person for the time being authorised by the Minister of State referred to in (i) above or by law to exercise those powers or functions of the Commonwealth or the Minister; or
- (iii) the person to whom the Minister of State referred to in (i) above has delegated all his powers or functions under the said City Area Leases Ordinance 1936 or any Statute or Ordinance in substitution therefor.

IN WITNESS whereof the Commonwealth and the Lessee have executed this Lease.

SIGNED SEALED AND DELIVERED

by)
 Delegate of the Minister for)
 and on behalf of the)
 Commonwealth in the presence)
 of:)



National Capital Development Commission

220 Northbourne Ave., Canberra, A.C.T. G.P.O. Box 373 Canberra 2601, Australia
Telephone: (062) 46 8211 Telegrams: Comdev Canberra Telex: 62673 Facsimile: 476980
All correspondence to be addressed to The Secretary and Manager.

In reply please quote: **B. CALLAGHAN: RLP**

The Director
ACT Administration
Office of Industry and Development
GPO Box 158
CANBERRA ACT 2601

Attention: Mr Albert Oberdorf
Director Land Sales

SERVICING STATUS OF BLOCKS FOR AUCTION

This letter confirms agreements reached at the 25 July meeting with regard to the level of servicing required prior to the offer of Commercial, Industrial, Community and Multi-Unit Residential blocks for sale.

As agreed in instances where service ties are not currently provided it will in future be the responsibility of the lessee to arrange for their design and provision with ACTEW. In the September auction the Greenway sites and the sites at Deakin and Isabella Plains will require the provision of service ties by this means. Existing services plans detailing the work required by the Lessees will be sent to you shortly.

Alan Phillips

ALAN PHILLIPS *APC*
SECRETARY & MANAGER

11 August 1988

AUSTRALIAN VALUATION OFFICE

A.C.T. OFFICE

Telecom House
490 Northbourne Ave
Dickson, A.C.T. 2602G.P.O. Box 1920
Canberra
A.C.T. 2601Telephone (062) 43 6745
Facsimile (062) 43 1056SV/B.Hurrell
Telephone: 436470

30 AUG 1988

Assistant Secretary
Office of Industry
& Development
ACT Administration
Central Office
GPO Box 158
CANBERRA ACT 2601

ATTENTION: Paul Burgess

VARIOUS BLOCKS - SEPTEMBER 1988 COMMERCIAL AUCTION
Your Reference: dated 10 August 1988

<u>BLOCK</u>	<u>SECTION</u>	<u>SUBURB</u>	<u>UV@1.1.85</u>	<u>UV@1.9.88</u>
11	1	MITCHELL		
20	1	MITCHELL		
19	20	MITCHELL		
41	3	HUME		
44	3	HUME		
89	37	DEAKIN		
6	8	GREENWAY		
9	12	GREENWAY		
10	12	GREENWAY		
28	346	KAMBAH		

B.V. Raison
B.V. Raison
CHIEF VALUER



#A10:4008 DCTMCS 02.004 AT PRDD; STATION LND24PTR(278)
 #A10:4008 DCTMCS 02.004 AT PRDD; STATION LND24PTR(288)
 #A10:4008 DCTMCS 02.004 AT PRDD; STATION LND24PTR(288) ENTER TRANSACTION CODE PRD
 DISPLAY THE CURRENT DETAILS OF A PARCEL 01/09/1988 09:17

IDENTIFIER: 28 346 KAMBAH TUGGERANONG

EXTRA DETAILS:

PARCEL ADDRESS: 12 KETT STREET

CREATED ON ***

STATUS: ACTUAL - DEFINED ON DP SINCE ***

WHOLLY WITHIN CITY AREA CENTROID - EASTING: 204428.5 NORTHING: 592902.0
 AREA: 703.5 sq m AREA SOURCE: ASD - CALCULATED

RECORDED ON MAP(S): B2040-5925 E2044-5928

PARCEL DEFINED ON DP PRIOR TO SYSTEM START - DP: 5953 REGISTERED: ***

RECORD OF CONVERSATION / MINUTE

TO

ES4/19(8/86)
53-08-0341-0

1 1

- Personal interview
- Telephone conversation
- Internal minute

Subject

SITE INSPECTION

Time 12/8/88

4-25 a.m.
p.m.

Conversation with
Mr
Mrs
Miss
Ms

Dept. Firm, Private address

ACT LAND SALES OFFICE

Tel. No.

46 3112

(if applicable) Inquiry re: Block 28 Section 346 Suburb (Division) KAMBAH

Details

Block has a slight gentle slope down from the S.W.
There is a floodway at the back of the block.

Block 27 has a Kentucky fried takeaway shop on it
and on the right hand side on block 47 a
300m² restaurant is under construction.

Between the block and block 47 there is a pathway
that joins the rest of the shopping centre to the
blocks across the floodway for pedestrian access.

No visible easements could be seen on the block
there were a couple of very small trees however
though these didn't appear to present any problem.

Action taken (if applicable) There is no problem apparent for access
to the block

Signature

S. Harman

Officer's name

Sam Harman

Designation

Ag 4503

RECORD OF CONVERSATION/MINUTE

ES4/19(8/86)
53-08-0341-0

TO NOTE FOR FILE

9/8/88.

- Personal interview
- Telephone conversation
- Internal minute

Subject

Time

4.00 a.m.
p.m.

Conversation with

Dept. Firm, Private address

Tel. No.

Mr
Mrs
Miss *Stephen French*
Ms

NCDC.

468777.

(if applicable)

Inquiry re:

Block *28*

Section *346*

Suburb (Division)

Kambah

Details

I initially contacted Mr French at 10:00am. He advised, after consultation with his engineering section, that specifications had gone to ACT Water (ACTEW) and that servicing is expected to be completed by 15 November 1988. The service contract is small (\$3,400) and should not pose any problems he said.

Action taken (if applicable)

Signature

Officer's name

Designation



National Capital Development Commission

220 Northbourne Ave., Canberra, A.C.T. G.P.O. Box 373 Canberra 2601, Australia
 Telephone: (062) 46 8211 Telegrams: Comdev Canberra Telex: 62673 Facsimile: 476980
 All correspondence to be addressed to The Secretary and Manager.

In reply please quote:

87/2228
 B FELTHAM

ACT Administration
 Central Office
 GPO Box 158
CANBERRA ACT 2601

Attention L N Janssen
 Business Leases

KAMBAH SECTION 346 BLOCK 28 MINOR SITE SERVICING

We advise that the design for hydraulic services has been received and passed on to the Construction Division for implementation. Steven French (46 8777) is now the Commission contact.

There is no record of fill or regrading and ACTEA advised in their letter to you dated 13 January that no electrical easements are required.

Alan Phillips
 ALAN PHILLIPS
 SECRETARY AND MANAGER

25 May 1988

Spoke with Steven French who advised that new estimates for the work is required and will be undertaken quickly. He indicated that the site should be ready for a September release.

Wayne Allen
 26/5/88



Department of Administrative Services

42

AUSTRALIAN VALUATION OFFICE
GPO Box 1920 Canberra 2601

SV/B.Hurrell
Telephone: 436740

18 MAY 1988

Assistant Secretary
Business Leases
ACT Administration
Central Office
GPO Box 158
CANBERRA ACT 2601

ATTENTION: L. Ryan

BLOCK 8 SECTION 57 DIVISION MAWSON
BLOCK 28 SECTION 346 DIVISION KAMBAH
Your References: TL330/57/8 dated 18 January 1988 and
letter dated 18 December 1987

Recommended Values are as follows:-

Block	Section	Division	UV at 1.1.85	UV at 1.4.88
8	57	Mawson	\$750,000	\$1,000,000
28	346	Kambah	\$200,000	\$ 250,000

B.V. Raison
for B.V. Raison
CHIEF VALUER

FILE NOTE

BLOCK 28 SECTION 346 KAMBAH

I have received verbal advice from Beverly Feltham at the Commission that the above block has not been fully serviced at this stage. Apparently the designs for servicing are still with the ACT water administration & the site will not be serviced completely for another six months.

There is no fill on the block.

L. J. G. W.
Business Leases (Sales)
2/5/88

Noel Noonan - NCDC advises that servicing of this site is at least 6 months away.

Hold pending advice from NCDC

Wayne Allen
5/5/88

INSPECTION REPORT.

BLOCK 28 SECTION 346 KAMBATI

site is clear & free of debris

inspected by A. Janssen
L. Ryan.

3/4/88.

SUBJECT:KAMBAH SECTION 346 BLOCK 28

REF: 157287/23/55

Business Leases Section

Attention: L Jansen

Further to your request dated December 1987, we advise that Service Reservations will not be required over the captioned site.

Should you require further information please contact Christine Stewart on 819603.



J W Harris
Engineer Manager Sewerage

4 February 1988



National Capital Development Commission

220 Northbourne Ave., Canberra, A.C.T. G.P.O. Box 373 Canberra 2601, Australia
Telephone: (062) 46 8211 Telegrams: Comdev Canberra Telex: 62673 Facsimile: 476980
All correspondence to be addressed to The Secretary and Manager.

In reply please quote: SP13237
M. Grayson

The Secretary
ACT Administration
Central Office
GPO Box 158
CANBERRA CITY ACT 2601

Attention : ~~Assistant Secretary~~
Business Leases

Dear Sir,

BLOCK 28 SECTION 346 KAMBAH - SITE SELECTION
FOR OFFICE/NON RETAIL SITES.

I refer to the Condition of the Lease and Development forwarded under memorandum to the Administration on 18 November 1987.

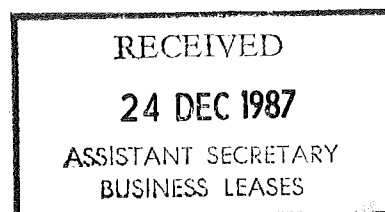
The Landscape Guidelines Drawing, referred to in the Conditions, is now forwarded and identifies works to be undertaken by the lessee on Commonwealth Land (Plan No. 1617/87). The estimated cost of these works is \$600.

Further enquiries regarding the above may be directed to Mr M. Grayson on 468459.

Alan Phillips

ALAN PHILLIPS
SECRETARY AND MANAGER *RJ*

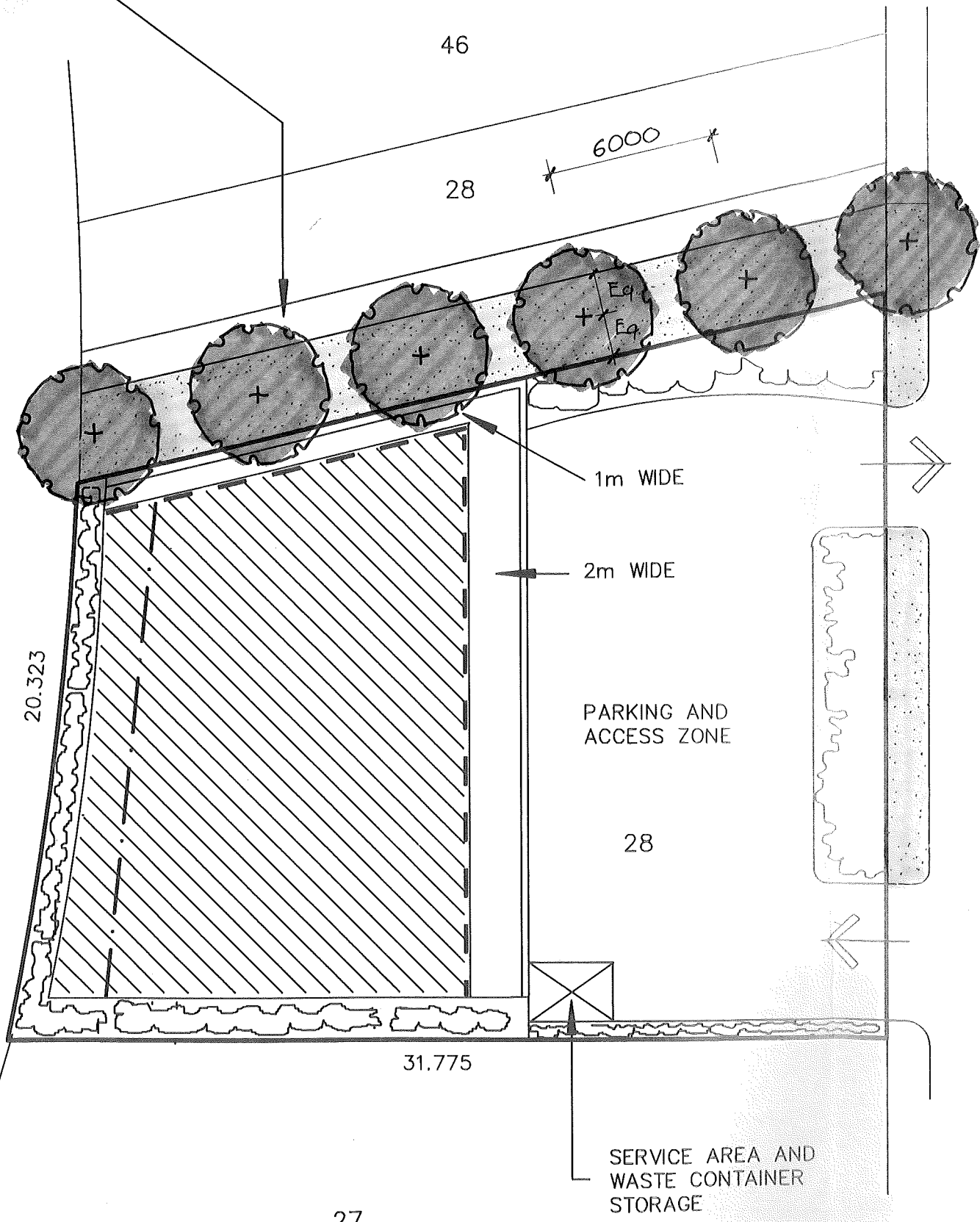
21 December 1987



(INDICATIVE POSITION)

SEC 346

20



LEGEND



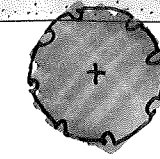
BUILDING ZONE



LANDSCAPE ZONE



DRYLAND GRASS

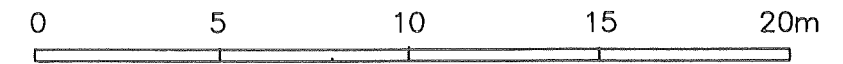


EUCALYPTUS SIDEROXYLON

ALL LANDSCAPE WORKS SHALL BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH NDC BASIC SPECIFICATION - ROADS, HYDRAULIC SERVICES & LANDSCAPE - EDITION No 2. OCTOBER 1982.

STREET TREES TO BE EQUAL TO YARRALUMLA NURSERY CONTAINER SIZE 4.

KETT STREET

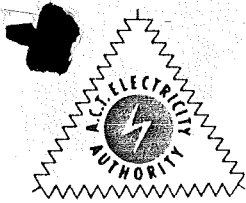


1:200

National Capital Development Commission

KAMBAH SEC. 346 BLK.28
LANDSCAPE GUIDELINES

REGISTERED OFFICE:
ELECTRICITY HOUSE
221-223 LONDON CIRCUIT
CANBERRA, A.C.T. 2601



A.C.T. ELECTRICITY AUTHORITY

CORRESPONDENCE TO SECRETARY, G.P.O. BOX 366, CANBERRA, A.C.T. 2601

TELEPHONE (062) 483111
TELEX: 62912
IN REPLY PLEASE QUOTE:

Dir CR-S

CONTACT: Mr I Wilkinson
483190

File No: G70/601
13th January 1988

A'CT Administration
Central Office
GPO Box 158
CANBERRA ACT 2601

Dear Sir

BLOCK 28 SECTION 346 KAMBAH

I refer to your letter dated 18 December 1987 regarding proposed release for development of the above.

No easement is required over this block.

Yours faithfully

R H Jarman
General Manager - Electricity Supply

Copies to:

The Surveyor-General
Australian Survey Office
PO Box 2
BELCONNEN ACT 2616

The Secretary/Manager
National Capital Development Commission
GPO Box 373
CANBERRA ACT 2601

SUBJECT: BLOCK 28 SECTION 346 KAMBAH

REF:

Director
Environment Protection Section

It is proposed to offer the above block for lease in the near future.

Could you please advise, at your earliest convenience, whether special environment protection conditions will be required over the block/s.

... A copy of the site plan and the NCDC release conditions are attached for your information.



L N Jansen
for Assistant Secretary
Business Leases

10 December 1987

LNJ:ds

Assistant Secretary
Business Leases
Department of the Arts, Sport, the Environment, Tourism and
Territories
GPO Box 158
CANBERRA ACT 2601

It is advised that special environment protection conditions will/~~will not~~ be required over the above block.

... A copy of specific conditions required are/~~are not~~ enclosed.



Environment Protection Section
Technical Services Branch

22/12/87

RECEIVED
22 DEC 1987

22 DEC 1987

RECEIVED

RECORD OF CONVERSATION / MINUTE

86/2092

22.12.87

ES4-19(8-86)
53-08-0341-0

TO Assistant Secretary Business Leases

- Personal interview
- Telephone conversation
- Internal minute

Subject
Environmental conditions
28/346 Kambah

Time
a.m.
p.m.

Conversation with
Mr
Mrs
Miss
Ms

Dept. Firm, Private address

Tel. No.

(if applicable) Inquiry re: Block Section Suburb (Division)

Details Your minute of 18 December 1987 refers

The following conditions should be included in the lease:

Noise Pollution: Where a siren / alarm is fitted & is audible beyond the subject premises the alarm must shut off automatically after 10 minutes. It must not again emit noise unless it has been reset manually or has been activated by another detection device.

The lessee must ensure that the following maximum noise levels are achieved:

(a) on the nearest non-residential premises (including public place):

Action taken (if applicable) 7 am - 10 pm - measured background sound level + 10 dB(A) LA max adj.

10 pm - 7 am - measured background sound level + 5 dB(A) LA max adj.

(b) on the nearest residential premises

7 am - 10 pm - measured background sound level + 5 dB(A) LA max adj.

10 pm - 7 am - not to exceed the measured background sound level when measured at the nearest and/or most affected residential premises.

Signature *[Signature]*

Officer's name

Designation

SUBJECT: BLOCK 28 SECTION 346 KAMBAH

REF:

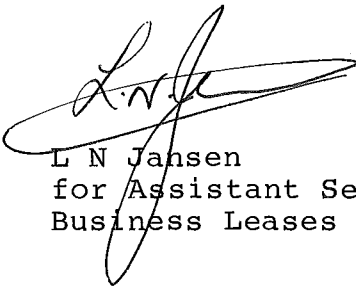
Director
Business Leases Management

Attention: Mr D Milligan *lyn*

*can you check out
please will 21/12*

Would you please confirm that the above block is not held under any existing lease or licence agreement.

... A copy of the site plan is attached for your information.



L N Jansen
for Assistant Secretary
Business Leases Sales

18 December 1987

LNJ:ds

Director
Business Lease Sales

Attention: *S. Priestly*

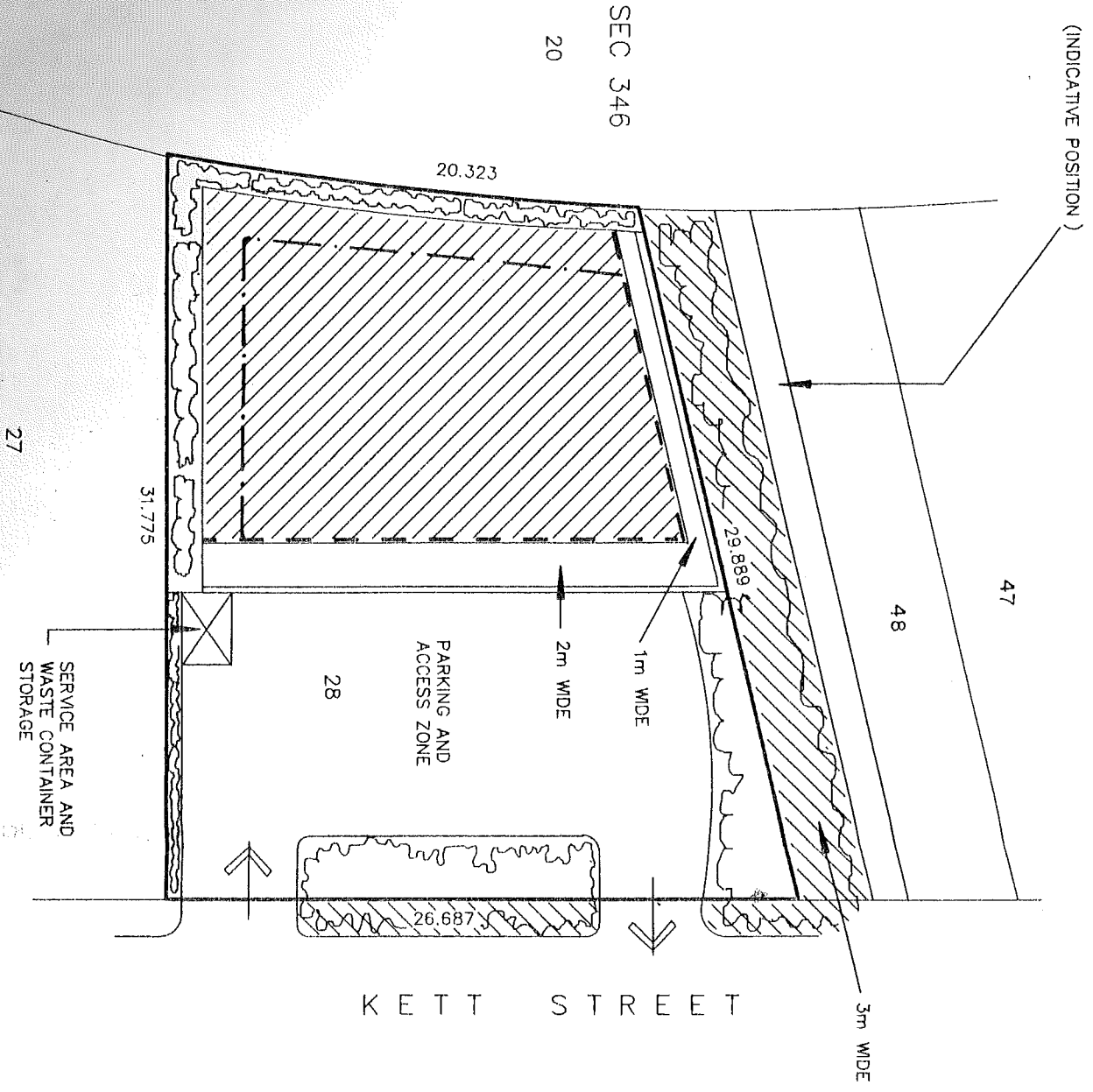
Investigations confirm that the above block

~~is~~ is not held under any existing lease or licensing agreement.




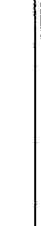



L. Casan

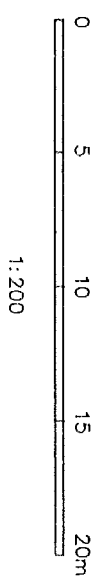
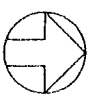
for Assistant Secretary
Business Lease Management

22.12.87



LEGEND

-  BUILDING ZONE
-  LANDSCAPE ZONE
-  LANDSCAPING ON COMMONWEALTH LAND TO BE UNDERTAKEN BY LESSEE (SEE LANDSCAPE GUIDELINES)
-  MANDATORY VERANDAH
-  MANDATORY BUILDING LINE (ACTIVE FRONTAGE)
-  OPTIONAL VERANDAH
-  SITE BOUNDARY



National Capital Development Commission

KAMBAH SEC. 346 BLK. 28

DEVELOPMENT GUIDELINES

Drawn AD Checked GM Date 19/10/87 1483/87 AS

OUR REF.
427175 A



Telecom Australia

Telecom Business Office,
Ground Floor MLC Building
London Circuit
Canberra City ACT 2601

Postal Address:
PO Box 2001
Canberra City 2601

DEPT OF TERRITORIES
LONDON CIRC. U.I.
CANBERRA CITY

Notice of Proposal to Install Plant

Dear Sir,

This Commission proposes to install *aerial/underground telephone plant at the following location(s):

*Reticulation of Sections 360, 362, 363 and 364 Kambah
and along Marconi Cres Kambah*

A sketch plan showing the proposed positions of the plant is *shown below/attached

The work will be carried out in accordance with the Telecommunications Act 1975 and is expected to commence on or about
/ / . If your authority desires any changes in the work proposal, please contact this office within seven days. It will be
assumed that the existing alignments and levels of lands, paths, roads, etc. in the immediate vicinity of the work proposed are permanent,
unless written advice to the contrary is received.

Yours faithfully

or State Manager

Delete as necessary

SKETCH PLAN

SEE ATTACHED.

AUTHORITY L27175 A

EXCHANGE KAMBAH

TELECOM AUSTRALIA

TELEPHONE ORDER AND MINOR WORKS SKETCH PLAN
PREPARED FROM OFFICE RECORDS ONLY
PREPARED AFTER FIELD INSPECTION

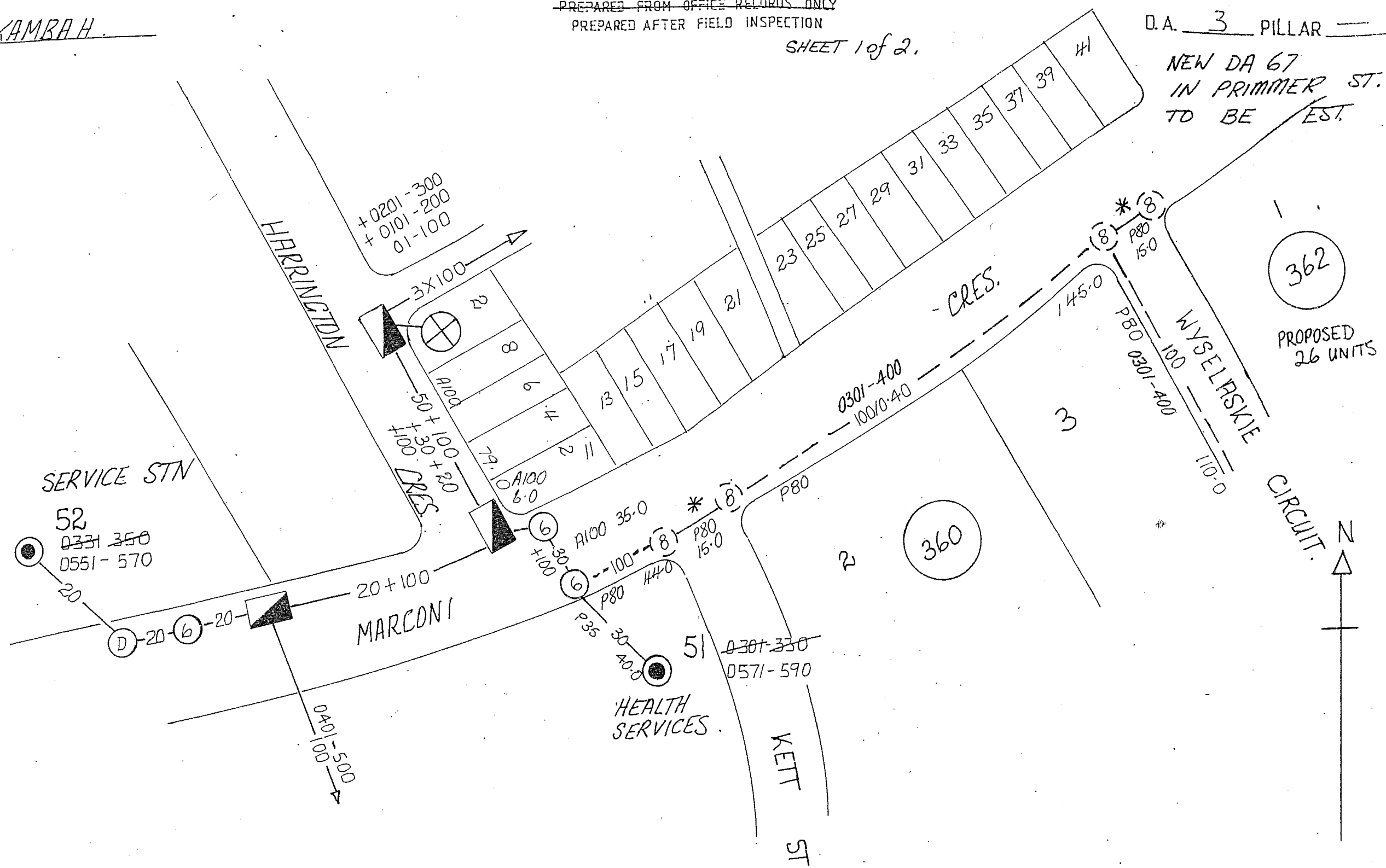
871727

CABLE 1302

D.A. 3 PILLAR

NEW DA 67
IN PRIMER ST.
TO BE EST.

SHEET 1 of 2.



Suburb of Kambah

* ROAD CROSSINGS INSITU.

ESTIMATED E.G. PULFORD 25.11.87

APPROVED J. FINNERTY 26.11.87

NOT TO SCALE

AUTHORITY L27175 A
EXCHANGE KAMBAH



TELECOM AUSTRALIA

TELEPHONE ORDER AND MINOR WORKS SKETCH PLAN

~~PREPARED FROM OFFICE RECORDS ONLY~~

PREPARED AFTER FIELD INSPECTION

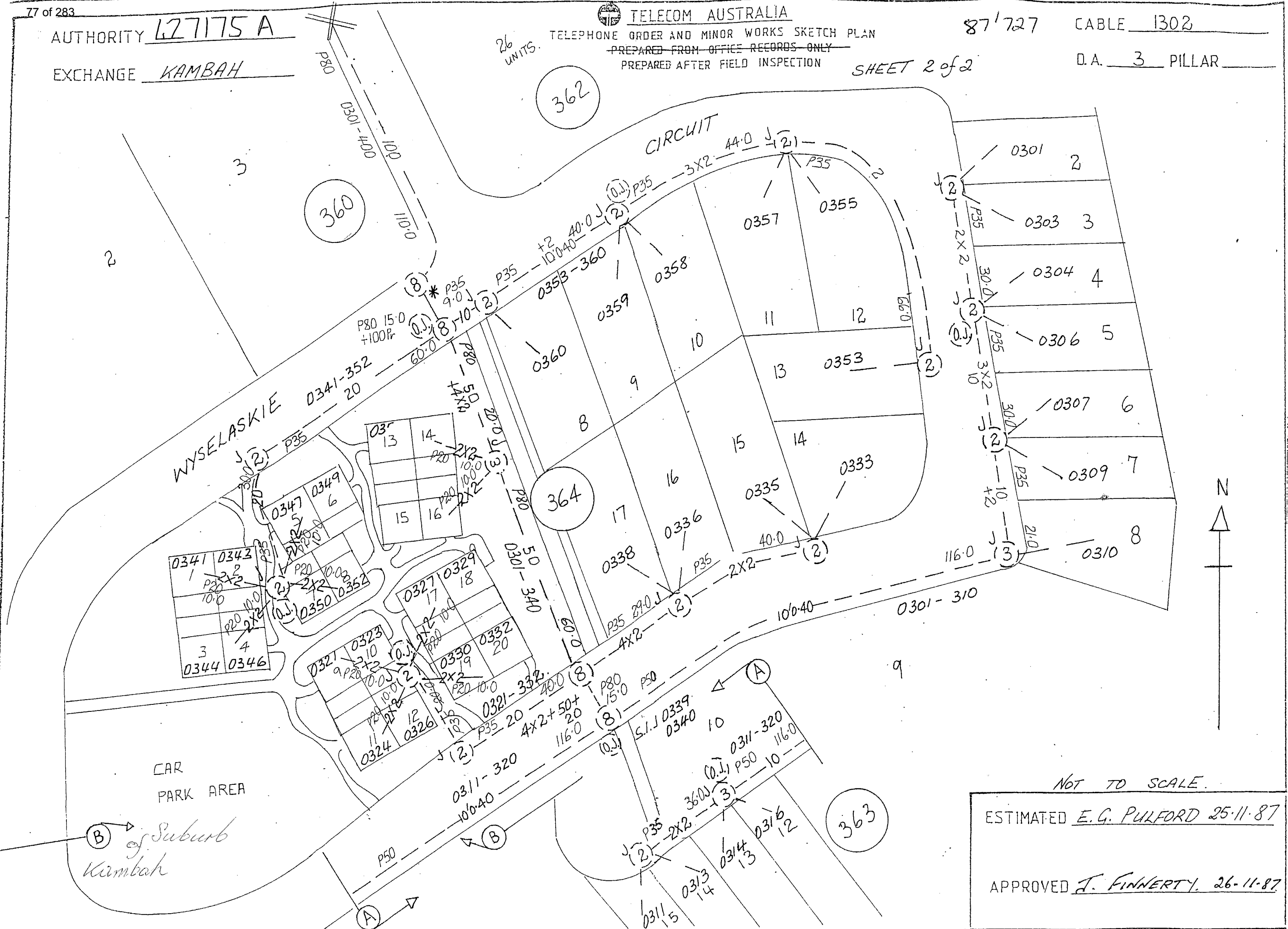
87'727

CABLE 1302

D.A. 3 PILLAR

SHEET 2 of 2

26 UNITS.



NOT TO SCALE.

ESTIMATED E.G. PULFORD 25.11.87

APPROVED J. FINNERTY 26.11.87

601/346/28 70



A.C.T. Administration
Building Section

Certificate of Occupancy or Use

Pursuant to Part V of the Building Ordinance 1972, the building consisting of:

Office partitions 1st floor - office no. 11

situated at

Block <i>78</i>	Section <i>346</i>	Division <i>Kumbah.</i>
or situated at		

is considered to be substantially in accordance with the prescribed requirements for occupancy and use, subject to the endorsements listed below.

Approved plan Nos. <i>73809/c</i>		
Type of construction* <i>5</i>	Class of occupancy* <i>VB</i>	(*as defined in the Building Manual A.C.T.)
Permit No. <i>114480.</i>	Name of permit holder <i>P. J. MURPHY.</i>	

Endorsements

050225

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

The issue of this Certificate does not affect the liability of a person to comply with the provisions of a law of the Territory (including the Building Ordinance) relating to the building work nor does it authorise the use of the land contrary to a provision, covenant or condition of lease.

70780

Jack Spinks
Deputy Building Controller

11 10 1992
Date

SEE OVERLEAF

SUBJECT: BLOCK 28 SECTION 346 KAMBAH

REF:

Director
Programming and Marketing

The attached copy of a 'lease advice' came to my attention today. It raises a number of issues which I believe need to be addressed.

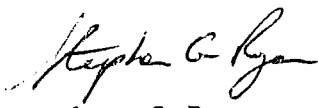
1. The lease covered by the advice commenced on 27 September 1988. Our copy of the advice was received on 24 August 1989, almost 1 year later. This delay is not acceptable. A special account has had to be raised to bill rent to the Lessee for the period 27 September 1988 to 30 September 1989 and a further special account will have to be raised to bill the Lessee for rent for the period 1 October 1989 to 31 December 1989.

Had the advice been received within the normal time frame, these functions would have been carried out automatically as part of the computerised billing system.

2. The officers dealing with the advice have had to do time consuming detective work to determine that the payment of \$100000 represented \$80000 premium and \$20000 rent. While I agree that the form of the advice does not specifically allow for the information to be written against exact headings, I think you will agree that there is insufficient information on the advice for my officers to understand what it should be telling them.

If the advice had come to a less experienced officer, a rent account might never have been opened at all.

I would appreciate it if you could advise the cause of the delay in the advice reaching this area. Also, I would appreciate receiving a list of new leases issued by your Section since 27 September 1988 so that we can ascertain whether they have been included in our system. Finally, could you please ask your staff to split the 'amount paid' into its component parts.


Stephen G Ryan
Director
Lease Administration

7 September 1989

cc. Director, Land Sales
Director, Community & Direct Sales
Director, Infographics & Publications Centre

10 of 283
A.C.T. ADMINISTRATION CENTRAL OFFICE

6363
 11103

Development Division
 Business Lease Management

Advice No: BLSA88/183
 File: TL/CR 601/346/28
 Amends
 Previous Advice No:

NEW LEASE

Renewal/Surrender and Regrant - land rent payout / boundary variation / extension of term / additional development rights
 (delete whichever is not applicable)

BLOCK 28 SECTION 346 DISTRICT/DIVISION Kambal.

LESSEE:

ADDRESS:

ORDINANCE: CALA ✓ COMMENCEMENT DATE: 27.9.88 ✓ TERM: 99 years ✓

CONVENANTS: PURPOSE: To use the premises only for non-retail commercial uses including professional office suites. ✓ AREA: 703m² ✓

BUILDING: \$200,000 ✓ COMMENCE BY: 27.3.89 ✓ COMPLETE BY: 27.12.90 ✓

GROSS FLOOR AREA: MAX: 4.00 ✓ MIN: 300 ✓

U.V. for RATING: \$200,000 as at 1/1/85 ✓ C.U.V.: \$250,000 as at 1/1/88 ✓

SEWERAGE AVAILABLE: Yes/No

WATER AVAILABLE: Yes/No

RECEIPTS (Premiums, Rentals, Admin Fees, etc) ✓

AMOUNT PAID: \$100,000 ✓ DATE: 27.9.88 ✓

ACCOUNT No: 42-02-601- RECEIPT NO: 6337511 ✓

ADMINISTRATION FEE: \$ — DATE: —

ACCOUNT No: — RECEIPT NO: —

DETAILS

~~C 348938 - 27.9.88~~
 80,000 prem.
 20,000 rest.
 total: 492,235

RENTAL

RENT PER ANNUM: \$20,000 ✓

INSTALMENTS PAYABLE: Quarterly ✓

AMOUNT OF INSTALMENT: \$5,000 ✓

1ST RENT REVIEW DUE: 27.9.94 ✓

REVIEW PROVISION: 20% of ARV. ✓

PENALTY INTEREST RATE: 15% ✓

DETAILS:
 ACT ADMINISTRATION
 24 AUG 1989
 LAND TAX & RATES
 OPERATIONS SECTION

Central Management, Business Lease Management
 Valuation Clerk, Rating Management
 Building Controller, Building Section
 Finance Officer, Revenue Accounts
 Administration Officer, Development Division
 NCDC
 Australian Taxation Office

Prepared by: [Signature] ✓
 Date: 28.7.89 ✓

Certified correct by: [Signature] ✓
 Date: 28/7/89 ✓

Entered in ADP by: —
 Date: —

Circulated by: Scan
 Date: 1/8/89

MINUTE PAPER

67

SUBJECT: BLOCK 28 SECTION 346 KAMBAH

REF:

Margaret Holland

- fol 13

The attached 'new lease' advice means (I haven't deduced this - I had to ask the author) that the \$100,000 shown as 'amount paid' consists of two payments.

The first is a premium of \$80,000 which is correctly placed in a/c 42 02 0601. The second is the first years rent of \$20,000 which you will have to journal out of a/c 42 02 0601 and into whatever number you allocate to the new rent a/c.

I understand that the RPM receipt number for the \$100,000 payment was either C 348938 or C 340938.

Would you please arrange to hand-bill as soon as possible for the period 27.9.89 to 31 12 89.

RA

Ray Anscombe
for Assistant Secretary
Lands

1 September 1989

ACT ADMINISTRATION - CENTRAL OFFICE
LEASE MANAGEMNT SECTION

10730

TL / /

BUILDING PROGRESS INSPECTION REPORT

BLOCK 28 SECTION 346 DIVISION Kambah.

ADDRESS.....
.....

LEASE COMMENCEMENT DATE: 27/9/88

Building to commence: 27/3/89

Building to complete: 27/3/90

- | | | | |
|-----------------------------|------------------------|--------------------------|--------------------|
| 0 <input type="checkbox"/> | NIL | <input type="checkbox"/> | NO RECENT WORK |
| 1 <input type="checkbox"/> | EXCAVATION | <input type="checkbox"/> | NEAT & TIDY |
| 2 <input type="checkbox"/> | FOOTINGS | <input type="checkbox"/> | BLOCK UNTIDY |
| 3 <input type="checkbox"/> | BASEMENT FLOOR LEVEL | <input type="checkbox"/> | MEN AT WORK |
| 4 <input type="checkbox"/> | MAIN FLOOR LEVEL | <input type="checkbox"/> | WORK DETERIORATING |
| 5 <input type="checkbox"/> | WALLS FRAMEWORK | | |
| 6 <input type="checkbox"/> | MULTI-FLOOR LEVELS | | |
| 7 <input type="checkbox"/> | ROOF LEVEL | | |
| 8 <input type="checkbox"/> | ROOF ON | | |
| 9 <input type="checkbox"/> | LOCK-UP | | |
| 10 <input type="checkbox"/> | INTERNAL WORK | | |
| 11 <input type="checkbox"/> | SUBSTANTIALLY COMPLETE | | |
| 12 <input type="checkbox"/> | COMPLETE | | |
| 13 <input type="checkbox"/> | OCCUPANCY CERTIFICATE | | |

Inspected by.....

Date: / /

COLLECTION OF LEASE DOCUMENTS FOR REGISTRATION

Block 28 **Section** 346 **Division of** Kambah

1 Advised Mr/Mrs/Ms _____ (name of contact)
of _____ (name of firm)
phone _____ that the lease documents are available for
collection and registration at the Land Titles Office. Advice that
Stamp Duty will be payable was given and enquiries addressed to:

ACT Revenue Collections
ACT Administration
7th Floor
Wales Centre
London Circuit
Canberra City ACT 2601

Telephone (062) 46 3157

Project Officer [Signature]
Date advised 1/8/89

2 Lease collected by Mr/Mrs/Ms C. Dwyer (name of contact)
of PROJECT COORDINATION (name of firm)

Stamp Duty letter presented:

Date collected 1/8/89


Signature [Signature]

Minute

BLOCK 28 SECTION 346 DIVISION OF KAMBAAH.

Lessee: [REDACTED]

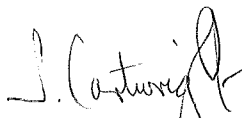
Delegate of the Minister
ACT Land Sales Office

 28/7/89

The Crown Lease for the abovementioned block has been prepared in accordance with the Conditions of Sale (folios 52). The required payments have been made (folios 53) and the appropriate officers advised of the sale by Lease Advice No. (folio 63).

The document (in duplicate) has been checked, executed by the Lessee and is submitted for execution by you as Delegate of The Minister.

... A letter to the Stamp Duty Office is also submitted for your signature.



Project Officer
ACT Land Sales Office

28/7/89
...../1988

Copies of Stamp Duty letter to:

- . Lessee (original)
- . ACT Revenue Collections
- . file

A.C.T. ADMINISTRATION CENTRAL OFFICE

Development Division
Business Lease Management

Advice No: BL5788/188
File: TL/CR 601/346/28
Amends
Previous Advice No:

NEW LEASE

Renewal/Surrender and Regrant - land rent payout / boundary variation / extension of term / additional development rights
(delete whichever is not applicable)

BLOCK 28 SECTION 346 DISTRICT/DIVISION Kambal.

LESSEE:

ADDRESS:

ORDINANCE: CALA ✓ COMMENCEMENT DATE: 27.9.88 TERM: 99 years ✓

CONVENANTS: PURPOSE: To use the premises only for non-retail commercial uses including professional office suites. ✓
AREA: 703m² ✓

BUILDING: \$ 200,000 ✓ COMMENCE BY: 27.3.89 ✓ COMPLETE BY: 27.12.90 ✓

GROSS FLOOR AREA: MAX: 400 ✓
MIN: 300 ✓

U.V. for RATING: \$ 200,000 as at 1/1/85 ✓ C.U.V.: \$ 250,000 as at 1/9/88 ✓

SEWERAGE AVAILABLE: Yes/No ✓

WATER AVAILABLE: Yes/No ✓

RECEIPTS (Premiums, Rentals, Admin Fees, etc)

AMOUNT PAID: \$ [REDACTED] ✓ DATE: 27/9/88 ✓

ACCOUNT No: 42-02-601- RECEIPT NO: (337511)

ADMINISTRATION FEE: \$ --- DATE: ---

ACCOUNT No: --- RECEIPT NO: ---

DETAILS -----

RENTAL

RENT PER ANNUM: \$ [REDACTED]

INSTALMENTS PAYABLE: Quarterly ✓

AMOUNT OF INSTALMENT: \$ [REDACTED] ✓

1ST RENT REVIEW DUE: 27/9/94 ✓

REVIEW PROVISION: 20% of ARV. ✓

PENALTY INTEREST RATE: 15% ✓

DETAILS:

Central Management, Business Lease Management
Valuation Clerk, Rating Management
Building Controller, Building Section
Finance Officer, Revenue Accounts
Administration Officer, Development Division
NCDC
Australian Taxation Office

Prepared by: [Signature]
Date: 28/7/89

Certified correct by: [Signature]
Date: 28/7/89

Entered in ADP by: ---
Date: ---

Circulated by: Sean
Date: 1/8/89

W.001/340/28

The Commissioner
ACT Revenue Collections
7th Floor Wales Centre
Cnr London Circuit & Akuna St
CANNBERRA CITY ACT 2001

BLOCK 28 SECTION 346 KAMBARI

The abovementioned block was sold at commercial auction on
27 September 1988 to [REDACTED]

A crown lease was granted over the block on 28 July 1989.

Block 28 sold for \$280,000 and a rental lease was accepted.



P. Burgess
for Assistant Secretary
Land Development

28 July 1989

Entered in Register Book Vol.....Folio.....
.....Registrar of Titles

THE COMMONWEALTH OF AUSTRALIA
AUSTRALIAN CAPITAL TERRITORY
CITY AREA LEASES ORDINANCE 1936

LEASE GRANTED pursuant to the City Area Leases Ordinance 1936 and the Regulations thereunder on the *twenty eighth* day of *July* One thousand nine hundred and *eighty nine* WHEREBY THE COMMONWEALTH OF AUSTRALIA (hereinafter called "the Commonwealth") grants to [redacted] in the Australian Capital Territory and [redacted] of the same address as tenants in common in equal shares (hereinafter called "the Lessee") ALL THAT piece or parcel of land situate in the City Area in the Australian Capital Territory containing an area of 703 square metres or thereabouts and being Block 28 Section 346 Division of Kambah as delineated on Deposited Plan Number *5953* in [redacted] the office of the Registrar of Titles at Canberra in the said Territory and being the land shown by pink colour on the plan annexed hereto (hereinafter referred to as "the land") RESERVING unto the Commonwealth all minerals TO HOLD unto the Lessee for the term of 99 years commencing on the twenty seventh day of September One thousand nine hundred and eighty eight (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 (d) of Clause 4 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.

LESSEE

LAND

TERM

[redacted]

INTERPRETATION

1. IN THIS LEASE unless the contrary intention appears:

- (a) "accounting year" means each consecutive period of twelve months or proportion thereof ending on the thirtieth day of June or ending on such other date approved in writing by the Commonwealth in each year (and on the last day of the term of the lease) the first such period commencing from the date of the commencement of the lease;
- (b) "assessed rental value" means the assessed gross revenue less the assessed operating expenses of the premises calculated from time to time in accordance with the terms of the lease;
- (c) "assessed gross revenue" means the total annual revenue of any description whatsoever that might reasonably be expected to be obtained from the premises (without limiting the generality of the foregoing shall include revenue from all sub-leases tenancies licences or other rights of occupation carparking and naming rights) determined -
- (i) by reference to market circumstances and values applying at the date of assessment; and
 - (ii) on the basis that the building is completed fitted out and in good and tenantable repair whether or not that be the fact;
- (d) "assessed operating expenses" means the assessed annual operating expenses which might reasonably be expected to be incurred by the Lessee in the operation management and maintenance of the premises taking one year with another but limited to -
- (i) rates and other periodic statutory outgoings of a like nature;
 - (ii) maintenance repairs, garbage collection, cleaning, caretaking, security services and promotional expenses;
 - (iii) electricity, oil, water, gas and other fuels (other than supplies separately metered to particular sub-lessees or occupiers and charged direct to them by the supplier);
 - (iv) insurance of the premises including insurance for loss of rent (other than loss arising out of inability to procure tenants or failure of tenants to pay rent) and public liability insurance;
 - (v) management fees not exceeding two and one half per centum of the assessed gross revenue;

BUT shall not include rent payable by the Lessee under the lease, capital repayments, amortisation on the building, interest fees or other charges in respect of any loan;

- (e) "building" means the 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 fixtures, fittings (including floor coverings), plant, amenities and appurtenances thereof and therein contained or thereon affixed or if the context so admits any part thereof;

- (f) "gross floor area" means the sum of the gross areas of the floor or floors of the building measured from the external faces of the exterior walls or from the centre lines of walls separating the building from any other building BUT EXCLUDING any used solely for fixed mechanical plant essential to the operation of the building elevator shafts stairwells and pedestrian walkways;
- (g) "Lessee" shall -
- (i) where the Lessee shall consist of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
 - (ii) where the Lessee shall consist 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 the persons and each of them 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;
- (h) "minimum rent" means the amount of twenty thousand dollars per annum;
- (i) "percentage rent" means twenty per centum per annum of the assessed rental value;
- (j) "premises" means the land building and all other improvements on the land.

2. THE LESSEE COVENANTS WITH THE COMMONWEALTH as follows:

RENT

- (a) That the Lessee will pay, to the Commonwealth -
- (i) the minimum rent for the period commencing on the twenty seventh day of September One thousand nine hundred and eighty eight and ending on the twenty sixth day of September One thousand nine hundred and eighty nine payable on the date of the commencement of the lease; and
 - (ii) the minimum rent for the period commencing on the twenty seventh day of September One thousand nine hundred and eighty nine and ending on the twenty sixth day of September One thousand nine hundred and ninety four payable by equal quarterly payments in advance on the first day of the months of January April July and October in each year and proportionately for any fraction of a quarter the first of such payments to be made on the twenty seventh day of September One thousand nine hundred and eighty nine;
 - (iii) for the remainder of the lease term the percentage rent determined from time to time in accordance with the provisions of Clause 3 hereof OR the minimum rent whichever is the greater payable by equal quarterly payments in advance on the first day of the months of January April July and October in each year and proportionately for any fraction of a quarter the first of such payments to be made on the twenty seventh day of September One thousand nine hundred and ninety four;

ADDITIONAL RENT

(b) That if any rent or other moneys payable under this lease shall remain unpaid after the date appointed for its payment the Lessee shall on demand pay to the Commonwealth as additional rent a sum calculated on the amount of the unpaid rent or other moneys owing under the lease at a rate of fifteen per centum per annum during any period that the rent or other moneys remain unpaid and computed from the date appointed to the date upon which such payments are made;

MANNER OF PAYMENT
OF RENT

(c) That any rent or other moneys payable by the Lessee to the Commonwealth under this lease shall be paid to such person as may be authorised by the Commonwealth for that purpose at Canberra in the said Territory without any deduction whatsoever.

3. IT IS MUTUALLY COVENANTED AND AGREED as follows:

ASSESSMENT
PERIODS

(a) That the lease period commencing on the twenty seventh day of September One thousand nine hundred and eighty eight and ending on the last day of the term of the lease shall be divided into assessment periods as follows -

- (i) the first assessment period shall commence on the twenty seventh day of September One thousand nine hundred and ninety four and run for three years; and
- (ii) subsequent assessment periods shall be for successive triennial periods except for the last assessment period which shall commence on the day next after the last day of the penultimate assessment period and end on the last day of the term hereof;

DETERMINATION OF
ASSESSED RENTAL
VALUE

(b) That the Commonwealth shall make or cause to be made a determination of the assessed rental value in respect of each assessment period as at the date of commencement of such assessment period and shall calculate the annual rental for such period by applying the percentage rent to the assessed rental value so determined. The Commonwealth shall within fourteen days of the determination of the assessed rental value for a period notify the Lessee of the determination and of the annual rental payable by the Lessee for the assessment period and until such notification the Lessee will pay the rent at the rate at which rent for the lease was payable immediately prior to the commencement of the assessment period;

DETERMINATION
BINDING UNTIL
SUBSEQUENT
DETERMINATION

(c) That the assessed rental value determined by the Commonwealth and notified to the Lessee shall be binding on both the Commonwealth and the Lessee and shall be applied for all purposes of this lease as the assessed rental value in respect of the assessment period to which it relates unless and until a subsequent determination of such assessed rental value is made by referees or a nominee acting pursuant to sub-clauses (d) and (e) of this clause and in the event of the subsequent determination being at variance with the Commonwealth's determination an appropriate adjustment of the rent paid or to be paid under this lease shall be made;

DETERMINATION BY
REFEREES

(d) If the Lessee within forty five days of receipt of notification of the Commonwealth's determination under sub-clause (b) of this clause gives notice in writing to the Commonwealth that the Lessee disputes the assessed rental value determined by the Commonwealth and the Commonwealth and the Lessee are unable within a further thirty days to agree as to the assessed rental value for the assessment period concerned the

amount of assessed rental value shall be referred for determination by two referees one to be appointed by the Commonwealth and one to be appointed by the Lessee. Each referee shall be appointed within twenty one days of the expiration of the said period of thirty days and the referees shall be required to make a joint determination of the assessed rental value expeditiously and in any event within thirty days of the second referee being appointed. The assessed rental value jointly determined by the referees shall be binding upon both the Commonwealth and the Lessee and shall be applied for all purposes of this lease as the assessed rental value in respect of the assessment period to which the joint determination relates. The Commonwealth and the Lessee shall bear their own costs of such joint determination;

ARBITRATION

- (e) If the two referees cannot agree within the prescribed period on the amount of the assessed rental value referred to them for determination a nominee shall be jointly appointed by them not later than fourteen days after the expiration of the said prescribed period and if they are unable to agree on a nominee as aforesaid the nominee shall be the President for the time being of the Australian Capital Territory Division of the Australian Institute of Valuers (or the President of such body or association as serves substantially the same objects as the said Division should it cease to exist) if able to act otherwise a person able to act nominated by the said President. The nominee shall resolve any points of difference between the referees and shall determine the assessed rental value as expeditiously as possible and the determination by the nominee shall be an arbitration within the meaning of paragraph (b) of sub-section () of Section 18B of the City Area Leases Ordinance 1936. The assessed rental value determined by the nominee shall be binding on both the Commonwealth and the Lessee and shall be applied for all purposes of this lease as the assessed rental value in respect of the assessment period to which the nominee's determination relates. The cost of the determination by the nominee shall be borne equally by the Commonwealth and the Lessee;

AUDITED
STATEMENT

- (f) That the Lessee will not less than three months and not more than six months prior to the commencement of an assessment period provide the Commonwealth with the following -
- (i) a document setting out particulars of the business or businesses that were carried out on the premises for the twelve month period preceding the date the document is provided to the Commonwealth; and
 - (ii) a statement certified by a registered company auditor or some other person approved in writing by the Commonwealth of the gross revenue received from and the actual operating expenses of all sub-leases tenancies licences and other rights of occupation of the premises for the twelve month period preceding the date of the statement

The Lessee shall also provide such further details or explanations as are reasonably required by the Commonwealth in respect of the abovementioned documents within fourteen days of receiving a request from the Commonwealth for this information.

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

- COMMENCEMENT OF BUILDING
- (a) That the Lessee will within six months from the date of the commencement of the lease or within such further time as may be approved in writing by the Commonwealth for that purpose commence to erect -
- a building development including installations carparking area service yard paving and landscaping on the land at a cost not less than the sum of two hundred thousand dollars
- in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Commonwealth;
- COMPLETION OF BUILDING
- (b) That the Lessee will within fifteen months from the date of the commencement of the lease or within such further time as may be approved in writing by the Commonwealth complete the erection of the said building development including installations carparking area service yard paving and landscaping in accordance with the said plans and specifications and in accordance with every Statute Ordinance or Regulation applicable thereto;
- DEVELOPMENT ON UNLEASED COMMONWEALTH LAND
- (c) That the Lessee will commence and complete within six and fifteen months respectively from the date of the commencement of the lease or within such further time as may be approved in writing by the Commonwealth and prior to commencement of any trading or business from the premises paving and landscaping to a standard acceptable to the Commonwealth on unleased Commonwealth land shown by blue colour on the plan annexed hereto in accordance with plans and specifications previously submitted to and approved in writing by the Commonwealth;
- PURPOSE
- (d) To use the premises only for the purpose of non-retail commercial uses including professional office suites;
- GROSS FLOOR AREA
- (e) That the gross floor area of the building shall not exceed 400 square metres and shall not be less than 300 square metres;
- CARPARKING
- (f) That the Lessee shall provide and maintain an approved hardstanding carparking area sufficient to accommodate a minimum of 3.65 vehicles for every 100 square metres or part thereof of gross floor area of the building;
- DISABLED PERSONS ACCESS
- (g) That the Lessee shall provide and maintain facilities for the disabled to a standard acceptable to the Commonwealth to ensure that disabled persons are given full opportunity for access to all parts of the premises;
- SERVICE AREAS
- (h) That the Lessee shall screen and keep screened all service areas to the satisfaction of the Commonwealth and shall ensure that all plant and machinery contained within the premises is suitably screened from public view;
- BUILDING SUBJECT TO APPROVAL
- (i) That the Lessee will not without the previous consent in writing of the Commonwealth erect any building on the land or make any structural alterations to the premises;
- REPAIR
- (j) That the Lessee will at all times during the said term maintain repair and keep in repair the premises to the satisfaction of the Commonwealth;

FAILURE TO REPAIR

- (k) If and whenever the Lessee is in breach of the Lessee's obligations to maintain repair and keep in repair the premises the Commonwealth 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 Commonwealth is of the opinion that a building or some other improvement on the land is beyond reasonable repair the Commonwealth 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 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 Commonwealth any person or persons duly authorised by the Commonwealth with such equipment as is necessary may enter upon the land and carry out the necessary work and all costs and expenses incurred by the Commonwealth in carrying out the work shall be paid by the Lessee to the Commonwealth 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 Commonwealth by the Lessee;

RIGHT OF INSPECTION

- (l) To permit any person or persons authorised by the Commonwealth to enter and inspect the premises at all reasonable times and in any reasonable manner;

RATES AND CHARGES

- (m) 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.

QUIET ENJOYMENT

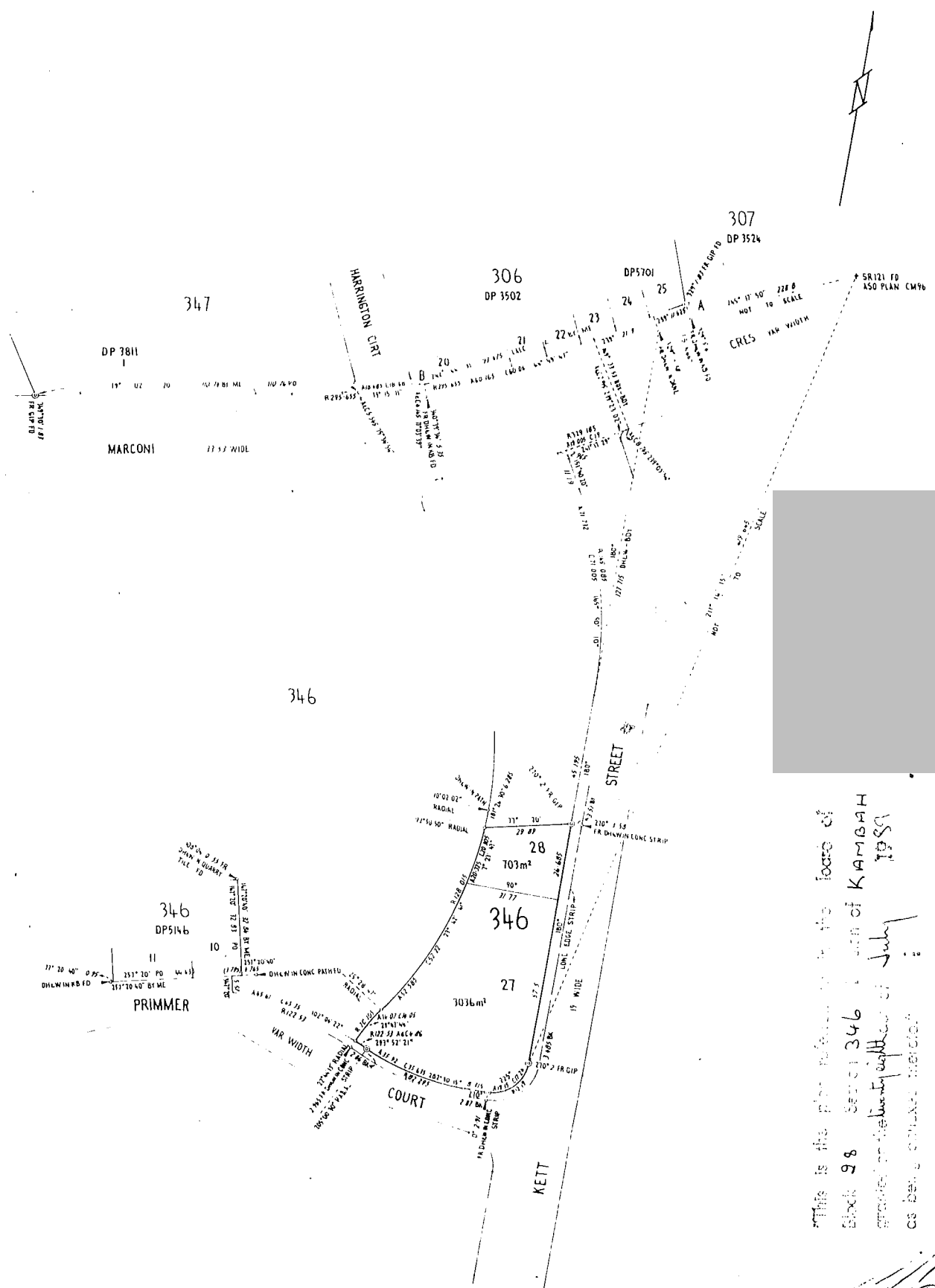
5. THE COMMONWEALTH COVENANTS WITH THE LESSEE that the Lessee paying the rent and observing and performing the covenants and stipulations on the part of the Lessee to be observed and performed shall quietly enjoy the premises without interruption by the Commonwealth or any person lawfully claiming from or under or in trust for the Commonwealth.
6. IT IS MUTUALLY COVENANTED AND AGREED as follows:

DETERMINATION

- (a) That if -
- (i) any rent or other moneys payable under this lease shall remain unpaid for three months next after the date appointed for payment thereof (whether such rent shall have been formally demanded or not); or
 - (ii) a building in accordance with sub-clause (a) of Clause 4 of this lease is not commenced within the period specified in the said sub-clause; or
 - (iii) a building in accordance with sub-clause (a) of Clause 4 of this lease is not completed within the period specified in sub-clause (b) of the said clause; or
 - (iv) development works in accordance with sub-clause (c) of Clause 4 of this lease is not completed within the period specified in the said sub-clause; or
 - (v) 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 Commonwealth specifying the nature of such breach

the Commonwealth may determine this lease but without prejudice to any claim which 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 or other moneys by the Commonwealth during or after any period referred to in paragraph (ii) (iii) (iv) or (v) of sub-clause (a) of this clause shall not prevent or impede the exercise by the Commonwealth of the powers conferred upon it by sub-clause (a) of this clause;
- RENT NOT REFUNDABLE (c) That if this lease is terminated within the period referred to in paragraph (i) of sub-clause (a) of clause 2 the Commonwealth shall retain the whole of the rent paid by the Lessee in advance in respect of the period referred to in paragraph (i) of sub-clause (a) of clause 2 as moneys due and payable by the Lessee to the Commonwealth on termination of the lease;
- FURTHER LEASE (d) That if at the expiration of this lease the Commonwealth shall have decided not to sub-divide the land and that it is not required for any Commonwealth purpose and the Commonwealth shall have declared the land to be available for lease 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 (including re-appraisal of rent) as may then be provided or permitted by Statute Ordinance or Regulation;
- NOTICES (e) 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 Commonwealth 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 COMMONWEALTH POWERS (f) Any and every right power and or remedy conferred on the Commonwealth or the Minister hereunder or implied by law may be exercised on behalf of the Commonwealth or the Minister as the case may be by:
- (i) the Minister of State of the Commonwealth for the time being administering the City Area Leases Ordinance 1936 or any Statute or Ordinance substituted therefor or the Member of the Executive Council of the Commonwealth for the time being performing the duties of such Minister;
 - (ii) an authority or person for the time being authorised by the Minister of State referred to in (i) above or by law to exercise those powers or functions of the Commonwealth or the Minister; or
 - (iii) the person to whom the Minister of State referred to in (i) above has delegated all his powers or functions under the said City Area Leases Ordinance 1936 or any Statute or Ordinance in substitution therefor.



This is the plan referred to in the notice of Block 98 Section 346 of KAMBAAH gazetted on the twenty-eighth of July 1981 as being a public area.

Reduction ratio 2:083

The word 'assessment' used in conjunction with the broken lines on this plan indicates that services have been or may be constructed in the areas so delineated.

⊙ Denotes G.I.P. in road 1 B3 radially from T.P.
C.S. 1:00

(Except as otherwise shown)

As shown A.B. Brown

JOHN WILLIAM HISLOP of CANBERRA
 a duly qualified and licenced Surveyor under the Surveyors Act 1967, in and to the effect of the Statute in that behalf made and in accordance with the provisions of the said Act and the Regulations thereunder, do hereby certify that the above is a true and correct copy of the original plan as deposited in the office of the Registrar of Titles in Canberra on the 25th FEB. 1983.

Signature: *John William Hislop* 25-3-83
 Date: 25-3-83

PLAN OF
 BLOCKS 27 & 28
 SECTION 346
 KAMBAAH
 DISTRICT: TUGGERANONG

AUSTRALIAN CAPITAL TERRITORY
 FIELD BOOK R3304
 SCALE 1:750
 0 5 10 20 40 50 METRES
 7/1294

Deposited in the office of the Registrar of Titles in Canberra in the Australian Capital Territory on the 25th FEB. 1983 at 11:55 minutes AM. A.C. 1:00 in the office of the Registrar of Titles.

Signature: *J. DeLisle*
 Date: 25 FEB 1983

DEPOSITED PLAN
 5953

EXECUTION OF LEASE DOCUMENTS BY LESSEE

Block Section Division of _____

1 Advised Mr/Mrs/Ms left message for _____ (name of contact)
of _____ (name of firm)
phone _____ that the lease documents are available for
signature at the Land Sales Office between 8.30am and 4.00pm.

Project Officer Joanne Cartwright
Date advised 11/7/89

2 Lease collected by Mr/Mrs/Ms CAMERON DWYER (name of contact)
of PROJECT COORDINATION (AUST) P/L (name of firm)

Date collected 12-7-89
Signature [Signature]

Entered in Register Book Vol.....Folio.....
.....Registrar of Titles

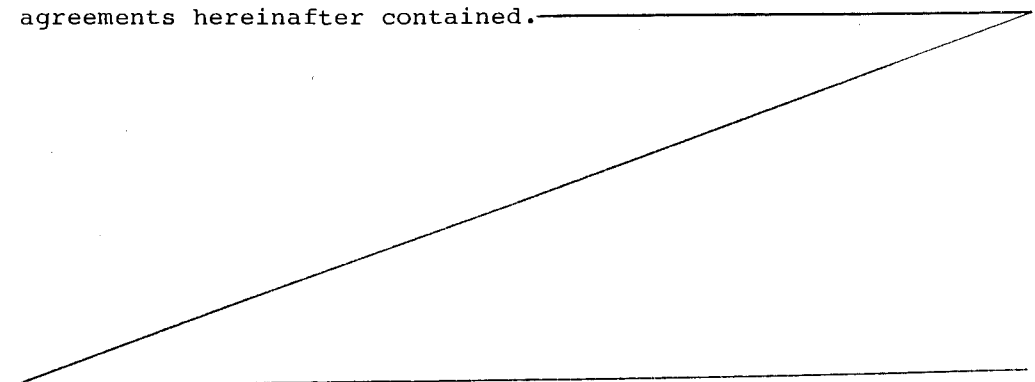
THE COMMONWEALTH OF AUSTRALIA
AUSTRALIAN CAPITAL TERRITORY
CITY AREA LEASES ORDINANCE 1936

LESSEE

LAND

TERM

LEASE GRANTED pursuant to the City Area Leases Ordinance 1936 and the Regulations thereunder on the _____ day of _____ One thousand nine hundred and _____ WHEREBY THE COMMONWEALTH OF AUSTRALIA (hereinafter called "the Commonwealth") grants to _____ in the Australian Capital Territory and _____ of the same address as tenants in common in equal shares (hereinafter called "the Lessee") ALL THAT piece or parcel of land situate in the City Area in the Australian Capital Territory containing an area of 703 square metres or thereabouts and being Block 28 Section 346 Division of Kambah as delineated on Deposited Plan Number 5953 in the office of the Registrar of Titles at Canberra in the said Territory and being the land shown by pink colour on the plan annexed hereto (hereinafter referred to as "the land") RESERVING unto the Commonwealth all minerals TO HOLD unto the Lessee for the term of 99 years commencing on the twenty seventh day of September One thousand nine hundred and eighty eight (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 (d) of Clause 4 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.



1. IN THIS LEASE unless the contrary intention appears:
- (a) "accounting year" means each consecutive period of twelve months or proportion thereof ending on the thirtieth day of June or ending on such other date approved in writing by the Commonwealth in each year (and on the last day of the term of the lease) the first such period commencing from the date of the commencement of the lease;
 - (b) "assessed rental value" means the assessed gross revenue less the assessed operating expenses of the premises calculated from time to time in accordance with the terms of the lease;
 - (c) "assessed gross revenue" means the total annual revenue of any description whatsoever that might reasonably be expected to be obtained from the premises (without limiting the generality of the foregoing shall include revenue from all sub-leases tenancies licences or other rights of occupation carparking and naming rights) determined -
 - (i) by reference to market circumstances and values applying at the date of assessment; and
 - (ii) on the basis that the building is completed fitted out and in good and tenantable repair whether or not that be the fact;
 - (d) "assessed operating expenses" means the assessed annual operating expenses which might reasonably be expected to be incurred by the Lessee in the operation management and maintenance of the premises taking one year with another but limited to -
 - (i) rates and other periodic statutory outgoings of a like nature;
 - (ii) maintenance repairs garbage collection cleaning caretaking security services and promotional expenses;
 - (iii) electricity oil water gas and other fuels (other than supplies separately metered to particular sub-lessees or occupiers and charged direct to them by the supplier);
 - (iv) insurance of the premises including insurance for loss of rent (other than loss arising out of inability to procure tenants or failure of tenants to pay rent) and public liability insurance;
 - (v) management fees not exceeding two and one half per centum of the assessed gross revenue;
- BUT shall not include rent payable by the Lessee under the lease capital repayments amortisation on the building interest fees or other charges in respect of any loan;
- (e) "building" means the 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 fixtures fittings (including floor coverings) plant amenities and appurtenances thereof and therein contained or thereon affixed or if the context so admits any part thereof;

- (f) "gross floor area" means the sum of the gross areas of the floor or floors of the building measured from the external faces of the exterior walls or from the centre lines of walls separating the building from any other building BUT EXCLUDING any used solely for fixed mechanical plant essential to the operation of the building elevator shafts stairwells and pedestrian walkways;
- (g) "Lessee" shall -
 - (i) where the Lessee shall consist of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
 - (ii) where the Lessee shall consist 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 the persons and each of them 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;
- (h) "minimum rent" means the amount of twenty thousand dollars per annum;
- (i) "percentage rent" means twenty per centum per annum of the assessed rental value;
- (j) "premises" means the land building and all other improvements on the land.

2. THE LESSEE COVENANTS WITH THE COMMONWEALTH as follows:

RENT

- (a) That the Lessee will pay to the Commonwealth -
 - (i) the minimum rent for the period commencing on the twenty seventh day of September One thousand nine hundred and eighty eight and ending on the twenty sixth day of September One thousand nine hundred and eighty nine payable on the date of the commencement of the lease; and
 - (ii) the minimum rent for the period commencing on the twenty seventh day of September One thousand nine hundred and eighty nine and ending on the twenty sixth day of September One thousand nine hundred and ninety four payable by equal quarterly payments in advance on the first day of the months of January April July and October in each year and proportionately for any fraction of a quarter the first of such payments to be made on the twenty seventh day of September One thousand nine hundred and eighty nine;
 - (iii) for the remainder of the lease term the percentage rent determined from time to time in accordance with the provisions of Clause 3 hereof OR the minimum rent whichever is the greater payable by equal quarterly payments in advance on the first day of the months of January April July and October in each year and proportionately for any fraction of a quarter the first of such payments to be made on the twenty seventh day of September One thousand nine hundred and ninety four;

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OF RENT

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PERIODS

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SUBSEQUENT
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DETERMINATION BY
REFEREES

- (b) That if any rent or other moneys payable under this lease shall remain unpaid after the date appointed for its payment the Lessee shall on demand pay to the Commonwealth as additional rent a sum calculated on the amount of the unpaid rent or other moneys owing under the lease at a rate of fifteen per centum per annum during any period that the rent or other moneys remain unpaid and computed from the date appointed to the date upon which such payments are made;
- (c) That any rent or other moneys payable by the Lessee to the Commonwealth under this lease shall be paid to such person as may be authorised by the Commonwealth for that purpose at Canberra in the said Territory without any deduction whatsoever.

3. IT IS MUTUALLY COVENANTED AND AGREED as follows:

- (a) That the lease period commencing on the twenty seventh day of September One thousand nine hundred and eighty eight and ending on the last day of the term of the lease shall be divided into assessment periods as follows -
 - (i) the first assessment period shall commence on the twenty seventh day of September One thousand nine hundred and ninety four and run for three years; and
 - (ii) subsequent assessment periods shall be for successive triennial periods except for the last assessment period which shall commence on the day next after the last day of the penultimate assessment period and end on the last day of the term hereof;
- (b) That the Commonwealth shall make or cause to be made a determination of the assessed rental value in respect of each assessment period as at the date of commencement of such assessment period and shall calculate the annual rental for such period by applying the percentage rent to the assessed rental value so determined. The Commonwealth shall within fourteen days of the determination of the assessed rental value for a period notify the Lessee of the determination and of the annual rental payable by the Lessee for the assessment period and until such notification the Lessee will pay the rent at the rate at which rent for the lease was payable immediately prior to the commencement of the assessment period;
- (c) That the assessed rental value determined by the Commonwealth and notified to the Lessee shall be binding on both the Commonwealth and the Lessee and shall be applied for all purposes of this lease as the assessed rental value in respect of the assessment period to which it relates unless and until a subsequent determination of such assessed rental value is made by referees or a nominee acting pursuant to sub-clauses (d) and (e) of this clause and in the event of the subsequent determination being at variance with the Commonwealth's determination an appropriate adjustment of the rent paid or to be paid under this lease shall be made;
- (d) If the Lessee within forty five days of receipt of notification of the Commonwealth's determination under sub-clause (b) of this clause gives notice in writing to the Commonwealth that the Lessee disputes the assessed rental value determined by the Commonwealth and the Commonwealth and the Lessee are unable within a further thirty days to agree as to the assessed rental value for the assessment period concerned the

amount of assessed rental value shall be referred for determination by two referees one to be appointed by the Commonwealth and one to be appointed by the Lessee. Each referee shall be appointed within twenty one days of the expiration of the said period of thirty days and the referees shall be required to make a joint determination of the assessed rental value expeditiously and in any event within thirty days of the second referee being appointed. The assessed rental value jointly determined by the referees shall be binding upon both the Commonwealth and the Lessee and shall be applied for all purposes of this lease as the assessed rental value in respect of the assessment period to which the joint determination relates. The Commonwealth and the Lessee shall bear their own costs of such joint determination;

ARBITRATION

- (e) If the two referees cannot agree within the prescribed period on the amount of the assessed rental value referred to them for determination a nominee shall be jointly appointed by them not later than fourteen days after the expiration of the said prescribed period and if they are unable to agree on a nominee as aforesaid the nominee shall be the President for the time being of the Australian Capital Territory Division of the Australian Institute of Valuers (or the President of such body or association as serves substantially the same objects as the said Division should it cease to exist) if able to act otherwise a person able to act nominated by the said President. The nominee shall resolve any points of difference between the referees and shall determine the assessed rental value as expeditiously as possible and the determination by the nominee shall be an arbitration within the meaning of paragraph (b) of sub-section () of Section 18B of the City Area Leases Ordinance 1936. The assessed rental value determined by the nominee shall be binding on both the Commonwealth and the Lessee and shall be applied for all purposes of this lease as the assessed rental value in respect of the assessment period to which the nominee's determination relates. The cost of the determination by the nominee shall be borne equally by the Commonwealth and the Lessee;

AUDITED STATEMENT

- (f) That the Lessee will not less than three months and not more than six months prior to the commencement of an assessment period provide the Commonwealth with the following -
 - (i) a document setting out particulars of the business or businesses that were carried out on the premises for the twelve month period preceding the date the document is provided to the Commonwealth; and
 - (ii) a statement certified by a registered company auditor or some other person approved in writing by the Commonwealth of the gross revenue received from and the actual operating expenses of all sub-leases tenancies licences and other rights of occupation of the premises for the twelve month period preceding the date of the statement

The Lessee shall also provide such further details or explanations as are reasonably required by the Commonwealth in respect of the abovementioned documents within fourteen days of receiving a request from the Commonwealth for this information.

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

COMMENCEMENT OF BUILDING

(a) That the Lessee will within six months from the date of the commencement of the lease or within such further time as may be approved in writing by the Commonwealth for that purpose commence to erect -

a building development including installations carparking area service yard paving and landscaping on the land at a cost not less than the sum of two hundred thousand dollars

in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Commonwealth;

COMPLETION OF BUILDING

(b) That the Lessee will within fifteen months from the date of the commencement of the lease or within such further time as may be approved in writing by the Commonwealth complete the erection of the said building development including installations carparking area service yard paving and landscaping in accordance with the said plans and specifications and in accordance with every Statute Ordinance or Regulation applicable thereto;

DEVELOPMENT ON UNLEASED COMMONWEALTH LAND

(c) That the Lessee will commence and complete within six and fifteen months respectively from the date of the commencement of the lease or within such further time as may be approved in writing by the Commonwealth and prior to commencement of any trading or business from the premises paving and landscaping to a standard acceptable to the Commonwealth on unleased Commonwealth land shown by blue colour on the plan annexed hereto in accordance with plans and specifications previously submitted to and approved in writing by the Commonwealth;

PURPOSE

(d) To use the premises only for the purpose of non-retail commercial uses including professional office suites;

GROSS FLOOR AREA

(e) That the gross floor area of the building shall not exceed 400 square metres and shall not be less than 300 square metres;

CARPARKING

(f) That the Lessee shall provide and maintain an approved hardstanding carparking area sufficient to accommodate a minimum of 3.65 vehicles for every 100 square metres or part thereof of gross floor area of the building;

DISABLED PERSONS ACCESS

(g) That the Lessee shall provide and maintain facilities for the disabled to a standard acceptable to the Commonwealth to ensure that disabled persons are given full opportunity for access to all parts of the premises;

SERVICE AREAS

(h) That the Lessee shall screen and keep screened all service areas to the satisfaction of the Commonwealth and shall ensure that all plant and machinery contained within the premises is suitably screened from public view;

BUILDING SUBJECT TO APPROVAL

(i) That the Lessee will not without the previous consent in writing of the Commonwealth erect any building on the land or make any structural alterations to the premises;

REPAIR

(j) That the Lessee will at all times during the said term maintain repair and keep in repair the premises to the satisfaction of the Commonwealth;

104 of 283
FAILURE TO REPAIR

(k) If and whenever the Lessee is in breach of the Lessee's obligations to maintain repair and keep in repair the premises the Commonwealth 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 Commonwealth is of the opinion that a building or some other improvement on the land is beyond reasonable repair the Commonwealth 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 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 Commonwealth any person or persons duly authorised by the Commonwealth with such equipment as is necessary may enter upon the land and carry out the necessary work and all costs and expenses incurred by the Commonwealth in carrying out the work shall be paid by the Lessee to the Commonwealth 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 Commonwealth by the Lessee;

RIGHT OF INSPECTION

(l) To permit any person or persons authorised by the Commonwealth to enter and inspect the premises at all reasonable times and in any reasonable manner;

RATES AND CHARGES

(m) 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.

QUIET ENJOYMENT

5. THE COMMONWEALTH COVENANTS WITH THE LESSEE that the Lessee paying the rent and observing and performing the covenants and stipulations on the part of the Lessee to be observed and performed shall quietly enjoy the premises without interruption by the Commonwealth or any person lawfully claiming from or under or in trust for the Commonwealth.

6. IT IS MUTUALLY COVENANTED AND AGREED as follows:

DETERMINATION

- (a) That if -
 - (i) any rent or other moneys payable under this lease shall remain unpaid for three months next after the date appointed for payment thereof (whether such rent shall have been formally demanded or not); or
 - (ii) a building in accordance with sub-clause (a) of Clause 4 of this lease is not commenced within the period specified in the said sub-clause; or
 - (iii) a building in accordance with sub-clause (a) of Clause 4 of this lease is not completed within the period specified in sub-clause (b) of the said clause; or
 - (iv) development works in accordance with sub-clause (c) of Clause 4 of this lease is not completed within the period specified in the said sub-clause; or
 - (v) 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 Commonwealth specifying the nature of such breach

the Commonwealth may determine this lease but without prejudice to any claim which 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 or other moneys by the Commonwealth during or after any period referred to in paragraph (ii) (iii) (iv) or (v) of sub-clause (a) of this clause shall not prevent or impede the exercise by the Commonwealth of the powers conferred upon it by sub-clause (a) of this clause;

RENT NOT REFUNDABLE

(c) That if this lease is terminated within the period referred to in paragraph (i) of sub-clause (a) of clause 2 the Commonwealth shall retain the whole of the rent paid by the Lessee in advance in respect of the period referred to in paragraph (i) of sub-clause (a) of clause 2 as moneys due and payable by the Lessee to the Commonwealth on termination of the lease;

FURTHER LEASE

(d) That if at the expiration of this lease the Commonwealth shall have decided not to sub-divide the land and that it is not required for any Commonwealth purpose and the Commonwealth shall have declared the land to be available for lease 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 (including re-appraisalment of rent) as may then be provided or permitted by Statute Ordinance or Regulation;

NOTICES

(e) 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 Commonwealth 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;

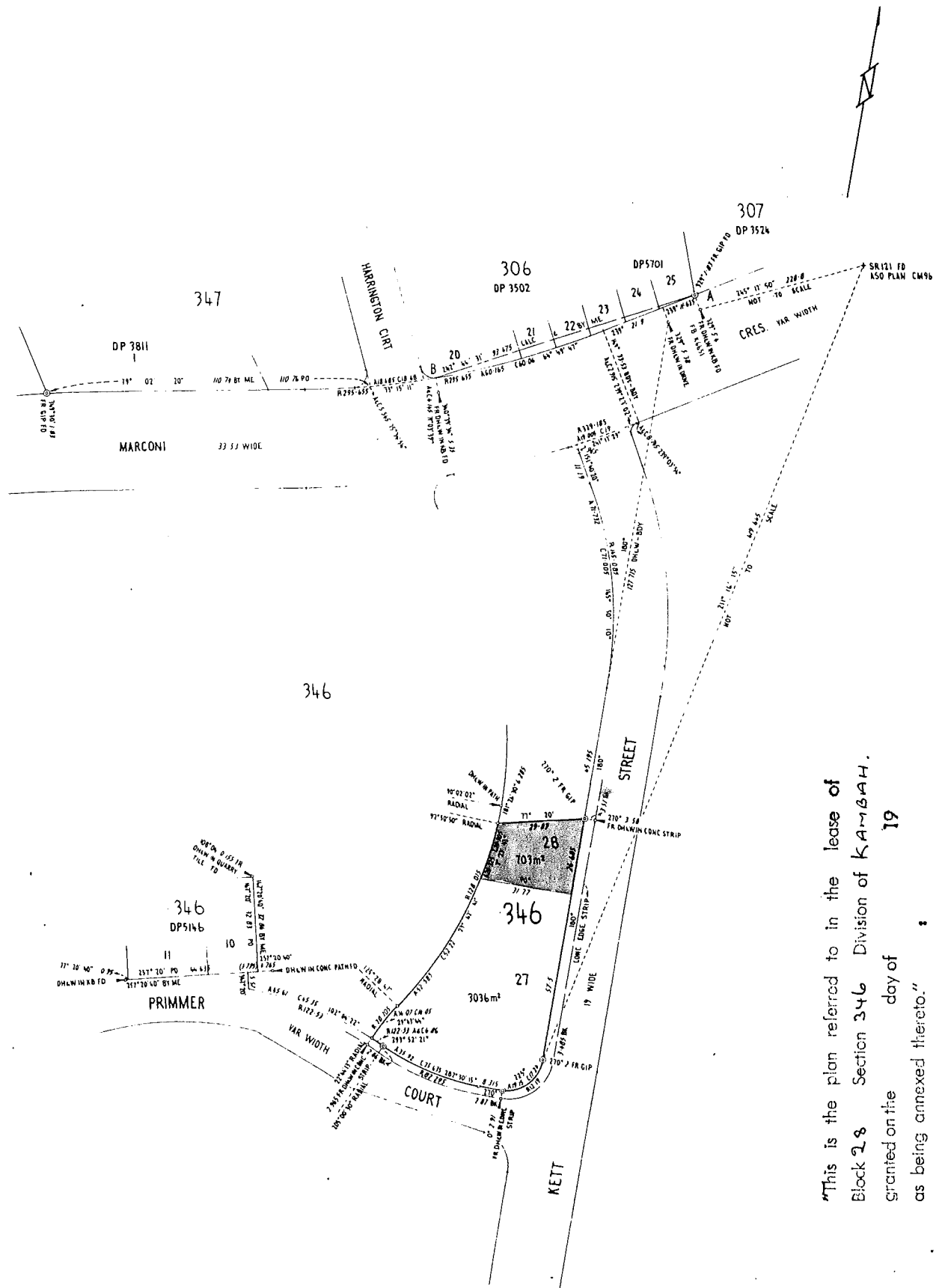
EXERCISE OF COMMONWEALTH POWERS

- (f) Any and every right power and or remedy conferred on the Commonwealth or the Minister hereunder or implied by law may be exercised on behalf of the Commonwealth or the Minister as the case may be by:
- (i) the Minister of State of the Commonwealth for the time being administering the City Area Leases Ordinance 1936 or any Statute or Ordinance substituted therefor or the Member of the Executive Council of the Commonwealth for the time being performing the duties of such Minister;
 - (ii) an authority or person for the time being authorised by the Minister of State referred to in (i) above or by law to exercise those powers or functions of the Commonwealth or the Minister; or
 - (iii) the person to whom the Minister of State referred to in (i) above has delegated all his powers or functions under the said City Area Leases Ordinance 1936 or any Statute or Ordinance in substitution therefor.

IN WITNESS whereof the Commonwealth and the Lessee have executed this Lease.

SIGNED SEALED AND DELIVERED)
by)
delegate of the Minister for and on)
behalf of the Commonwealth in the)
presence of:)

SIGNED SEALED AND DELIVERED by)
the Lessee in the presence of:)



"This is the plan referred to in the lease of Block 28 Section 346 Division of KAMBAH, granted on the _____ day of _____ 19____ as being annexed thereto."

Production rate 2-083

The word "bearing" used in conjunction with the broken lines on this plan implies that services have been or may be contemplated in the areas so delineated.

⊙ Demons G.P.P. in road 1:83 radially from T.P. C.B. 1-42

(Except as otherwise shown)

Author: A.B. Mearns

JOHN WILLIAMS HYSLOP of CANBERRA
 a licensed registered surveyor under the Survey Act 1958
 25-3-83
 I certify that this plan is the plan prepared in accordance with the District Land Act 1958

PLAN OF
 BLOCKS 27 & 28
 SECTION 346
 DIVISION: KAMBAH
 DISTRICT: TUGGERANONG
 AUSTRALIAN CAPITAL TERRITORY
 Field Books A181a
 SCALE 1:110
 0 5 10 20 40 80 METRES
 7/1294

Deposited in the office of the Registrar of Titles of Canberra in the Australian Capital Territory on the 7th day of July 1983 at 9 o'clock in the afternoon
 J.D. Mearns
 DEPOSITED PLAN
 5953

MINUTE PAPER

SUBJECT: BUILDING PLAN APPROVAL

REF:

BLOCK ... 28 SECTION ... 3.46

DIVISION .. Kambah

AMENDED PLAN NO. T3809/A (remains within approved gfa)

BUILDING PLAN NUMBER ... 73809 complies with all the relevant lease conditions as listed below :-

Office Building - Information obtained from sales Brochure

Purpose - To use the premises only for the purpose of non-retail commercial uses including professional office suites.

GFA excluding any area used solely for fixed mechanical plant essential to the operation of the building, elevator shafts, stairwells and pedestrian walkways, shall not exceed 400m² and shall not be less than 300m².

Carparking - 3.65 spaces per 100m² - 10 provided

Building Subject to Approval.

GFA of ground floor = ~~320.8~~ 198.16

" " first floor = ~~208.8~~ 198.80

Total gfa

396.96

see calculations below

Department of Territories
DEVELOPMENT DIVISION

APPROVAL GRANTED pursuant to clause
Proposed of the Crown Lease for the proposal outlined
Plan No. 73809

DELEGATE OF THE MINISTER

L. Casson
Redevelopment Section
Lands Branch

Amended Plans
approved 28.2.89

23-1-89

23 January 1989.

Plan No 73809

28/346 Kambah

G.F.A. calculations -

- ground floor

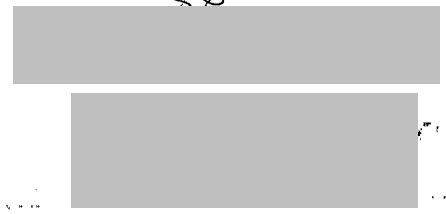
$$\begin{array}{r}
 13.4 \times 6.2 \times 2 = 166.16 \\
 6.4 \times 5 \quad \quad \quad \underline{32.00} \\
 \underline{198.16}
 \end{array}$$

- first floor

$$\begin{array}{r}
 6.2 \times 14.9 \times 2 = 184.76 \\
 5.4 \times 1.3 \times 2 \quad \quad \quad \underline{14.04} \\
 \underline{198.80}
 \end{array}$$

$$\text{Total g.f.a.} - \quad \quad \quad \underline{396.96}$$

66



A.C.T 2615

Phone Burs: 

Attention : Mr. Paul Burgess

10. 10. 88

<u>Ref:</u>	Block 28	Section 346	Kembah.
	Our letter:	30. 9. 88	

For Attention please:


We inadvertently referred to the subject land as 20/346 in our letter of 30. 9. 88. Your receipt issued on the day of the auction also contained the same error.

I'm sure that you have already rectified the error.

Yours faithfully





Phone: Business 



30 September 1988

The Assistant Secretary
ACT Land Sales Office
Office of Industry & Development
GPO Box 158
CANBERRA ACT 2601

ATTENTION: Mr Paul Burgess


Dear Sir,

BLOCK 20 SECTION 346 KAMBAH

I was the successful bidder for the subject land on Tuesday 27 September 1988.  and I originally intended to have the title in the name of our  and we gave this information to your officers.

Further to my discussion with Paul Burgess this morning, we seek your approval to the title being in the names of:



Phone: (Business) 



Confirmation of fax sent today 30.9.88



54



30 September 1988

The Assistant Secretary
ACT Land Sales Office
Office of Industry & Development
GPO Box 158
CANBERRA ACT 2601

ATTENTION: Mr Paul Burgess

Dear Sir,

BLOCK 20 SECTION 346 KAMBAH

I was the successful bidder for the subject land on Tuesday 27 September 1988. [redacted] and I originally intended to have the title in the name of [redacted] and we gave this information to your officers.

Further to my discussion with Paul Burgess this morning, we seek your approval to the title being in the names of:



Yours faithfully, [redacted]
[redacted]



ACT ADMINISTRATION
OFFICE OF INDUSTRY & DEVELOPMENT

City Area Leases Ordinance 1936 ACKNOWLEDGEMENT OF SUCCESSFUL BID

Proposed Lessee(s)
(BLOCK LETTERS)

Given name/s and family name OR Company name	
1.	Lance Jay Holdings Pty Ltd.
2.	
3.	

Residential address(es)
(Postal address for companies)

P.O. Box 179 Canberra City ACT 2601

Method of ownership:
Joint tenants or
Tenants in common (state shares)

Contact

Name	Phone: (BH)	(AH)
[Redacted]	[Redacted]	[Redacted]

I/We... [Redacted] ... on behalf of Lance Jay Holdings Pty Ltd. hereby acknowledge being the successful bidder(s) at the auction for the following block(s):

Division (Suburb)	Sec	Block	Amount Bid \$	Reserve Price \$	Premium \$	Minimum Sum \$	Amount Received \$
Kambah	346	2B	280000	200,000.		20,000	100,000

RECEIPT No.	C 337511
-------------	----------

TOTAL AMOUNT PAID	\$100,000
-------------------	-----------

on and subject to the advertised conditions of sale.

I/We am/are aware that all monies paid will be retained by the Commonwealth.

Successful bidder's signature.....

Address.....

[Signature] 27/9/88

For Assistant Secretary, Lands Branch

Date



**ACT ADMINISTRATION
OFFICE OF INDUSTRY AND DEVELOPMENT**

BLOCK 28 SECTION 346 DIVISION OF KAMBAH

SALE BY PUBLIC AUCTION

"The Carlton Room"
Olim's Ainslie Hotel
cnr Ainslie and Limestone Avenues
AINSLIE ACT

at 10.00 am

27 SEPTEMBER 1988

LEASING & TECHNICAL INQUIRIES


ACT Land Sales Office
Office of Industry & Development
Ground Floor
South Building
Civic Offices
CANBERRA CITY

**PHONE: Anne McKeown(062) 462181
Paul Burgess (062) 463133**

See also "General Sales and Development Information"

Summary Details

BLOCK 28 SECTION 346 DIVISION OF KAMBAH

Auction Reserve:	\$200,000
Rental Option:	yes
Site Area:	703m ²
Gross Floor Area (max):	400m ²
(min):	300m ²
Building Covenant (min):	

Unimproved Value for
Rating as at 1.1.85

Purpose: non-retail commercial including professional office suites

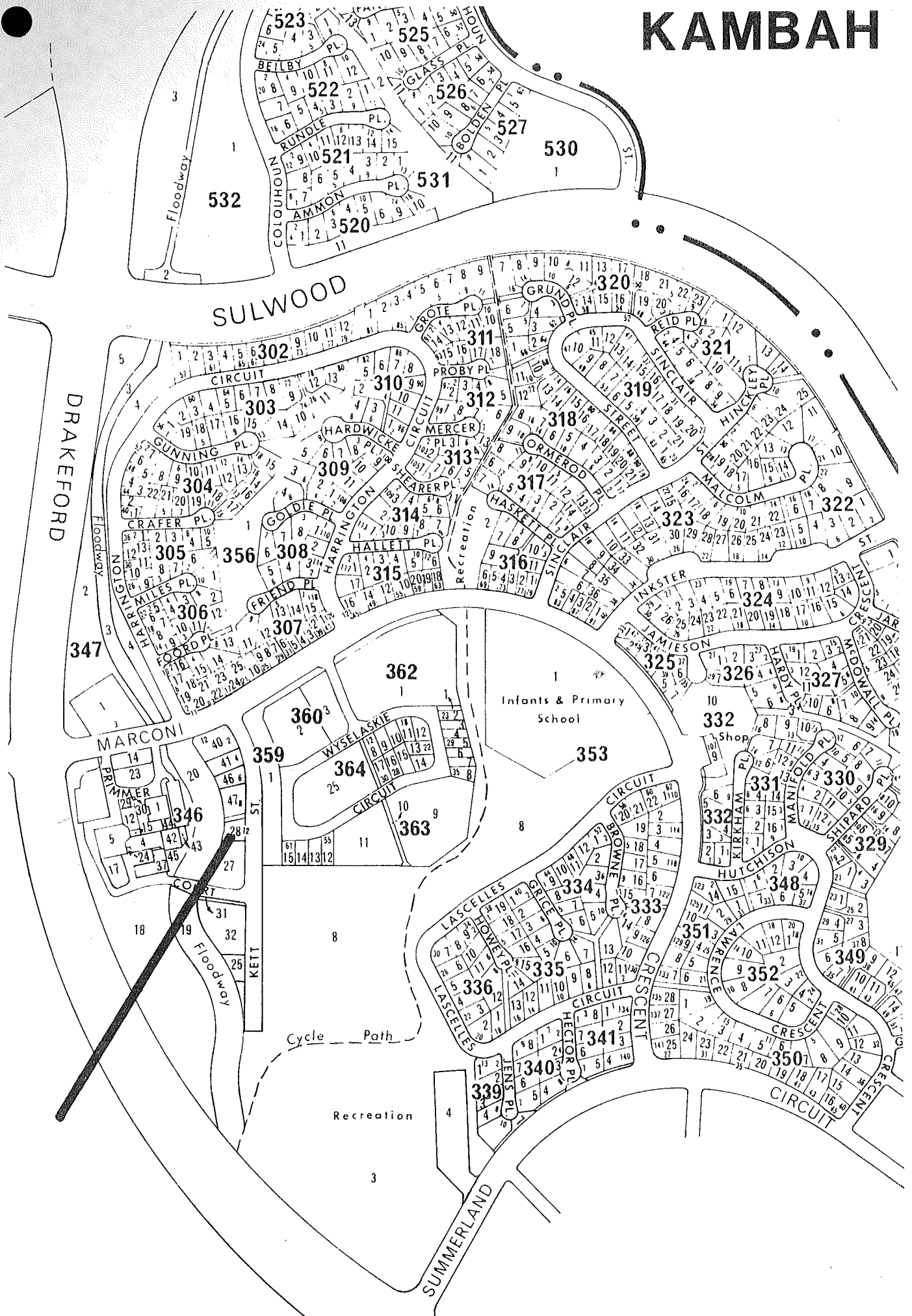
PLEASE NOTE

Service ties are presently being provided by an NCDC contractor and are expected to be completed around 15 November 1988.

Paving to adjacent road kerbs to be provided by the Lessee at own cost (approx.\$600)

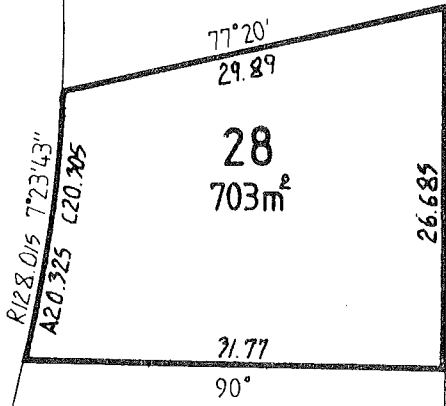
See also "General Sales and Development Information"

KAMBAH





346



ST

KETT

SCALE



L88/78



ACT ADMINISTRATION
OFFICE of INDUSTRY and DEVELOPMENT

ACT LANDS SECTION
DRAWING OFFICE

Scale:

ckd: *[Signature]*
15-8-88

DISTRICT: / DIVISION: **KAMBAH**

BLOCK: **28**

SECTION: **346**

CONDITIONS OF LEASEBLOCK 28 SECTION 346 DIVISION OF KAMBAH

<u>ORDINANCE</u>	CITY AREA LEASES ORDINANCE 1936
<u>AREA OF SITE</u>	703m ²
<u>TERM OF LEASE</u>	99 Years
<u>LEASE COMMENCEMENT DATE</u>	27 SEPTEMBER 1988
<u>MINIMUM RENT</u>	
<u>PURPOSE</u>	

To use the premises only for the purpose of non-retail commercial uses including professional office suites.

BUILDING COVENANT

Lessee to commence and complete within six and fifteen months respectively from the date of the commencement of the lease or within such further time as may be approved in writing by the Commonwealth in accordance with plans and specifications previously submitted to and approved in writing by the Commonwealth

a building development including installations, carparking area, service yard, paving and landscaping on the land at a cost of not less than \$200,000.

DEVELOPMENT ON UNLEASED LAND

Lessee to commence and complete within six and fifteen months respectively from the date of the commencement of the lease or within such further time as may be approved in writing by the Commonwealth and prior to the commencement of any trading or business from the premises, paving and landscaping to a standard acceptable to the Commonwealth on the unleased Commonwealth land shown on the NCDC Landscape Guidelines Plan No. 1617/87 in accordance with plans and specifications previously submitted to and approved in writing by the Commonwealth.

GROSS FLOOR AREA

The gross floor area of any building erected on the land shall not be greater than 400m² and shall not be less than 300m².

"Gross Floor Area" means the sum of the gross areas of the floors of the building measured from the external faces of the external walls BUT EXCLUDING any used solely for fixed mechanical plant essential to the operation of the building, elevator shafts, stairwells and pedestrian walkways.

CAR PARKING

The Lessee shall provide and maintain an approved hardstanding carparking a sufficient to accommodate a minimum of 3.65 spaces for every 100 square metres part thereof of the gross floor area of the building.

DISABLED PERSONS ACCESS

The Lessee shall provide and maintain facilities for the disabled to a standard acceptable to the Commonwealth to ensure that disabled persons are given full opportunity for access to all parts of the premises.

CONDITIONS OF DEVELOPMENT APPROVAL

SPECIFIC REQUIREMENTS

Block 28 Section 346 Division of Kambah

The following conditions are to be read in conjunction with the "Conditions of Development Approval – General Requirements" and NCDC Development Guidelines Plan Number 1483/87, Architectural Guidelines Plan 1554/87 and Landscape Guidelines Plan Number 1617/87 included in this brochure.

GENERAL DEVELOPMENT INTENTIONS

The NCDC has provided Development Guidelines Plan No 1483/87 which sets out the basic intentions for development of the site. The layout of the development must conform with the principles shown in these plans as well as the requirements specified in the conditions. Lessees are advised that building plans will not be approved unless they conform in respect of siting and external design to the NCDC Plan referred to above. Minor amendments in matters of detail will be considered providing application is made in writing in regard to specific points of variation.

ARCHITECTURAL OBJECTIVES

The proposed development should extend the style and character of the adjacent child care centre and Village Shopping Centre. The design of the building shall also be sympathetic to the adjoining open spaces.

Architectural Controls

1. Building Height

A two storey building will be permitted on this site in accordance with Development Guidelines Plan No. 1483/87.

2. Facades

The Facade of this development must include the following:

- awnings in the locations shown on Development Guidelines Plan No. 1483/87.

- active frontages and entrances in the locations identified on Development Guidelines Plan No. 1483/87.

3. Awnings

The awnings shall have a width of 2.5 metres on the eastern side and 1.0 metres on the northern side.

4. Active Frontage

External entrances and glass facades are to be located on the external face of the building in the locations indicated on Development Guidelines Plan No. 1483/87. Entrances are to be at the same grade as the adjoining external pedestrian system. Changes in Level are to be accommodated within the site.

5. Roofs

The roof form and awning should have a minimum pitch consistent with the Kambah Village Centre.

Exposed air-conditioning equipment will not be approved. Condenser units and cooling towers must be screened to the NCDC's satisfaction.

6. Materials

External materials are to be non-reflective and low maintenance in light earth tones. Roofing however may be zincalume or other metal roofing of the same colour and similar character.

It is desirable to combine materials to create an attractive building which has high quality finishes, particularly on the perimeter adjacent to roads and pedestrian areas.

All external colours, finishes and materials should be consistent with those used for the Village Shopping Centre and adjacent Child Care Centre. They will require the approval of the NCDC and are to be presented for assessment at the presentation of Preliminary Sketch Plans.

7. Building Line

The building must be built on the boundary in the locations indicated on Development Guidelines Plan No. 1483/87 to ensure convenient pedestrian access to the building and to form an edge to the adjoining open spaces.

8. Signs and Lighting

External signs, and lighting are considered to be integral parts of the overall design of this development and details must be submitted to NCDC for approval. Appropriate identification signs will be considered within the Commission's signs policy.

Flashing or animated illuminated signs will not be approved unless the NCDC is satisfied that such signs will not unduly affect the amenity of nearby residential areas. No signs will be permitted on the roof area of the building.

9. Landscaping and Paving on Commonwealth Land

The lessee shall carry out specified works outside the lease boundary and hand back these works to the Commonwealth. The area of these works is identified on Development Guidelines Plan No. 1483/87. The works involve providing paving and landscaping to pedestrian areas in accordance with a detailed design and specification which will be provided by the National Capital Development Commission on request.

10. Facilities for the Disabled

The lessee is required to ensure that disabled persons are given full opportunity for access to all parts of the building and its surroundings. The disabled are not to be segregated from able bodied users but are to share the same entrance and exit points. The recommended, and not the minimum provisions, of Australian Standard AS 1428 - 1977 "Design Rules for Access by the Disabled", are to be incorporated into the design.

Ramps and walkways are to be designed in accordance with Australian Standard 1428 Rule 7. Ramps and walkways wherever possible are to be supplemented by steps or

stairs suitable for ambulant disabled people. All public entrances are to be wheelchair accessible. All public stairs must meet the requirements of Australian Standard 1428 Rule 9. The design and construction of handrails shall comply with Australian Standard 1428 Rule 10.

Doorways are to be designed in accordance with Australian Standard 1428 Rules 11.1 and 11.2. Door thresholds shall comply with Australian Standard 1428 Rule 11.3 or where possible shall be omitted. Where door glazing is required it shall be located and marked as per Australian Standard 1428 Rule 11.4. Specially equipped toilets and washrooms are to be provided in the building in accordance with the recommendations of Australian Standard 1428.

11. Servicing

Development Guidelines Plan No. 1483/87 identifies the location of the service area and service vehicle access.

To maximise pedestrian customer amenity on the periphery of the site all servicing must be carried out on-site. Roadside servicing will not be permitted.

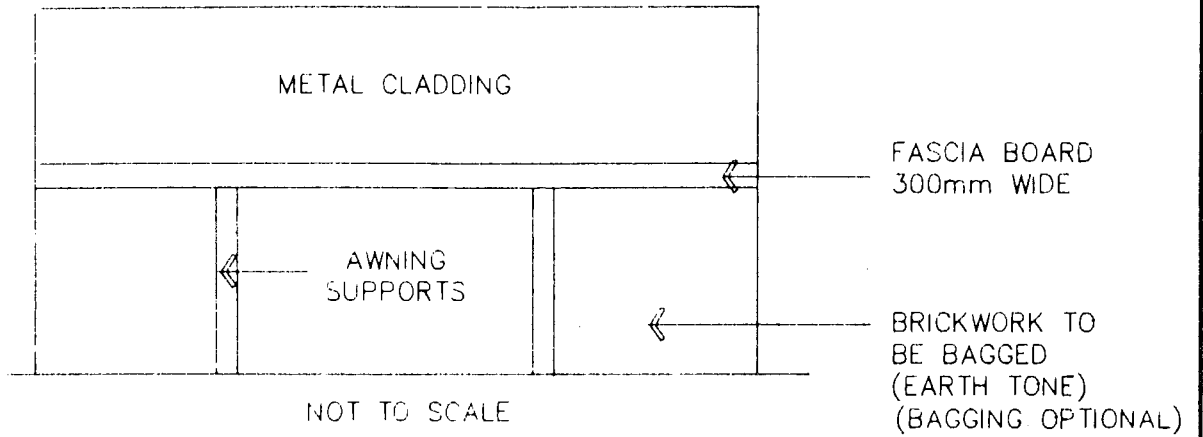
The design of the service area should be integrated with the building design. The service area is required to be screened by masonry walls a minimum of 2.3 metres high and must be designed to accommodate large trucks in a manner which does not require the trucks to reverse onto public land.

12. Vehicular Access

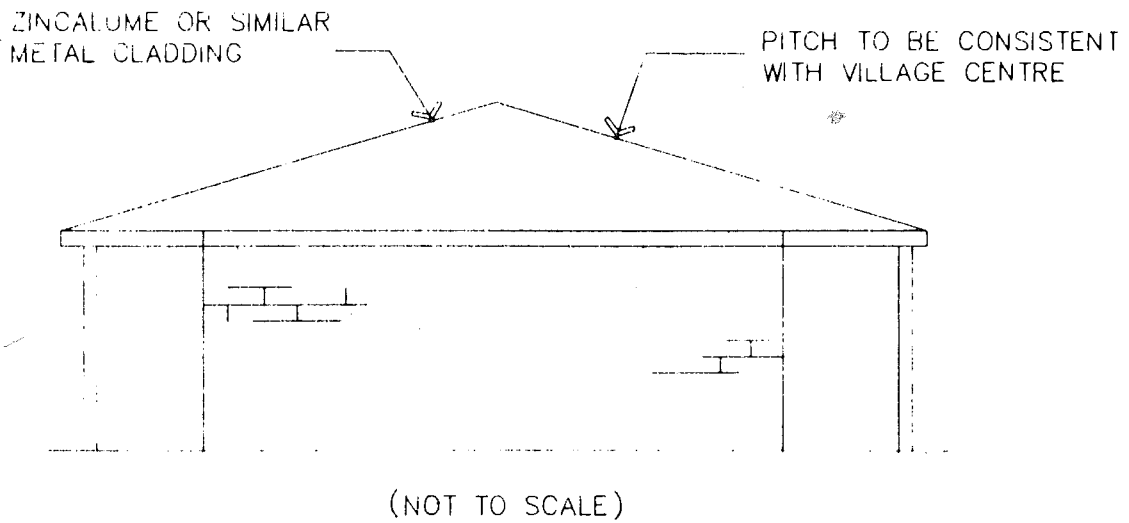
Vehicular access shall be in accordance with the Development Guidelines Plan No. 1483/87.

13. Levels

The lessee shall be responsible for integrating all levels within the site and in the defined area of works outside the lease boundary, with the surrounding roads, services and pedestrian areas. These levels will be subject to approval by the Commission. It will be the lessee's responsibility to obtain any fill material necessary and ensure the adequate drainage of the block.



TONE OF AWNING SUPPORTS AND FASCIA BOARDS TO BE SIMILAR TO VILLAGE BUILDINGS



NOTE : GUIDELINES ARE SUBJECT TO COMPLIANCE WITH ACT REGULATIONS AND ORDINANCES



National Capital Development Commission

KAMBAH SEC.346 BLK28
ARCHITECTURAL GUIDELINES

Drawn AD

Checked GM

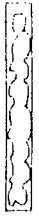
Date 16/11/87

1554/87 A4

LEGEND



BUILDING ZONE



LANDSCAPE ZONE



LANDSCAPING ON COMMONWEALTH LAND TO BE UNDERTAKEN BY LESSEE (SEE LANDSCAPE GUIDELINES)



MANDATORY VERANDA



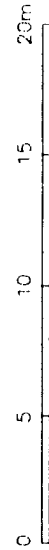
MANDATORY BUILDING LINE (ACTIVE FRONTAGE)



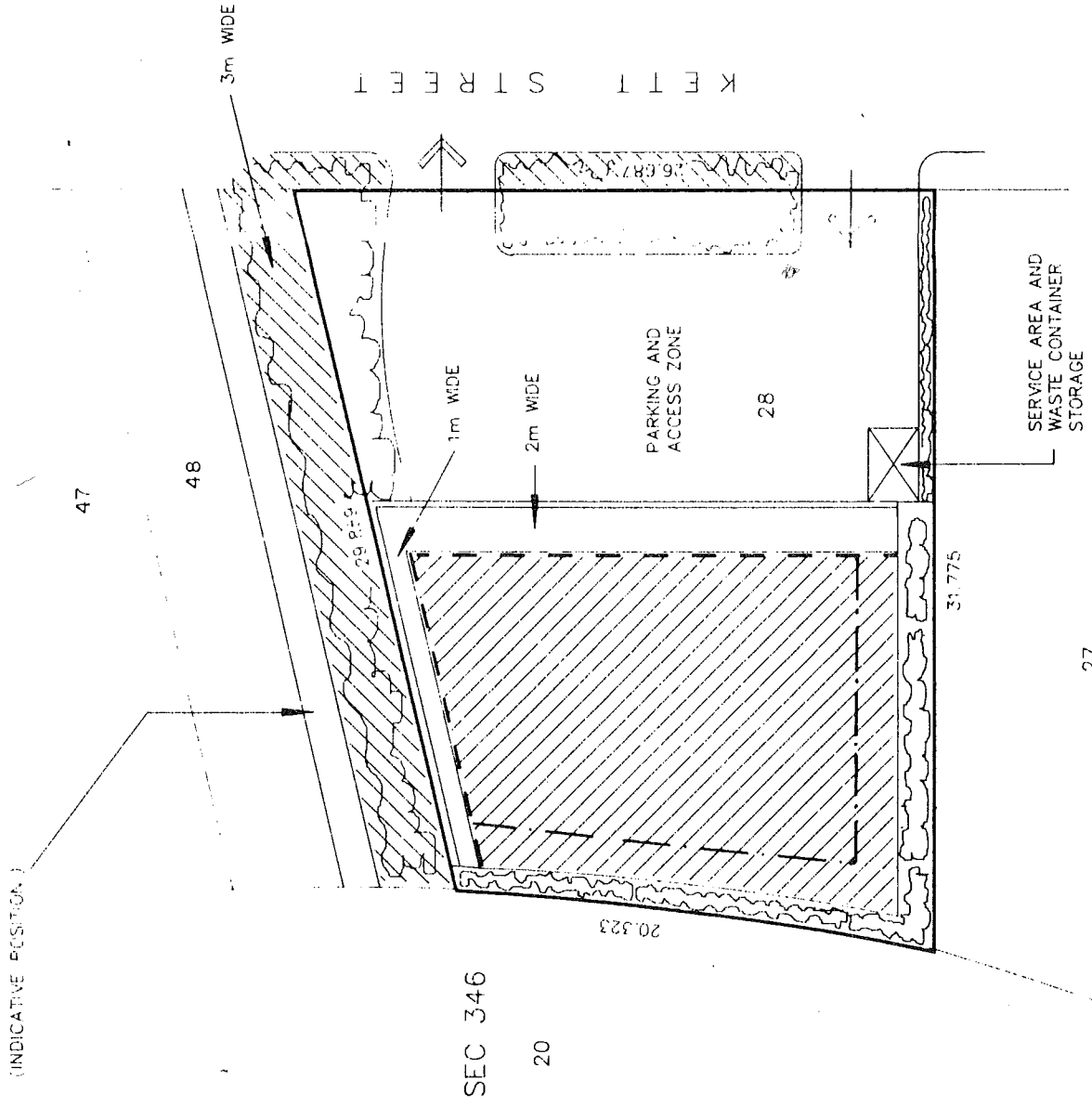
OPTIONAL VERANDA



SITE BOUNDARY



1:200



National Capital Development Commission
 KAMBAH SEC. 346 BLK.28
 DEVELOPMENT GUIDELINES

LEGEND



BUILDING ZONE



LANDSCAPE ZONE



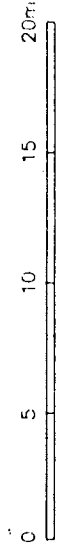
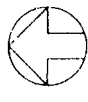
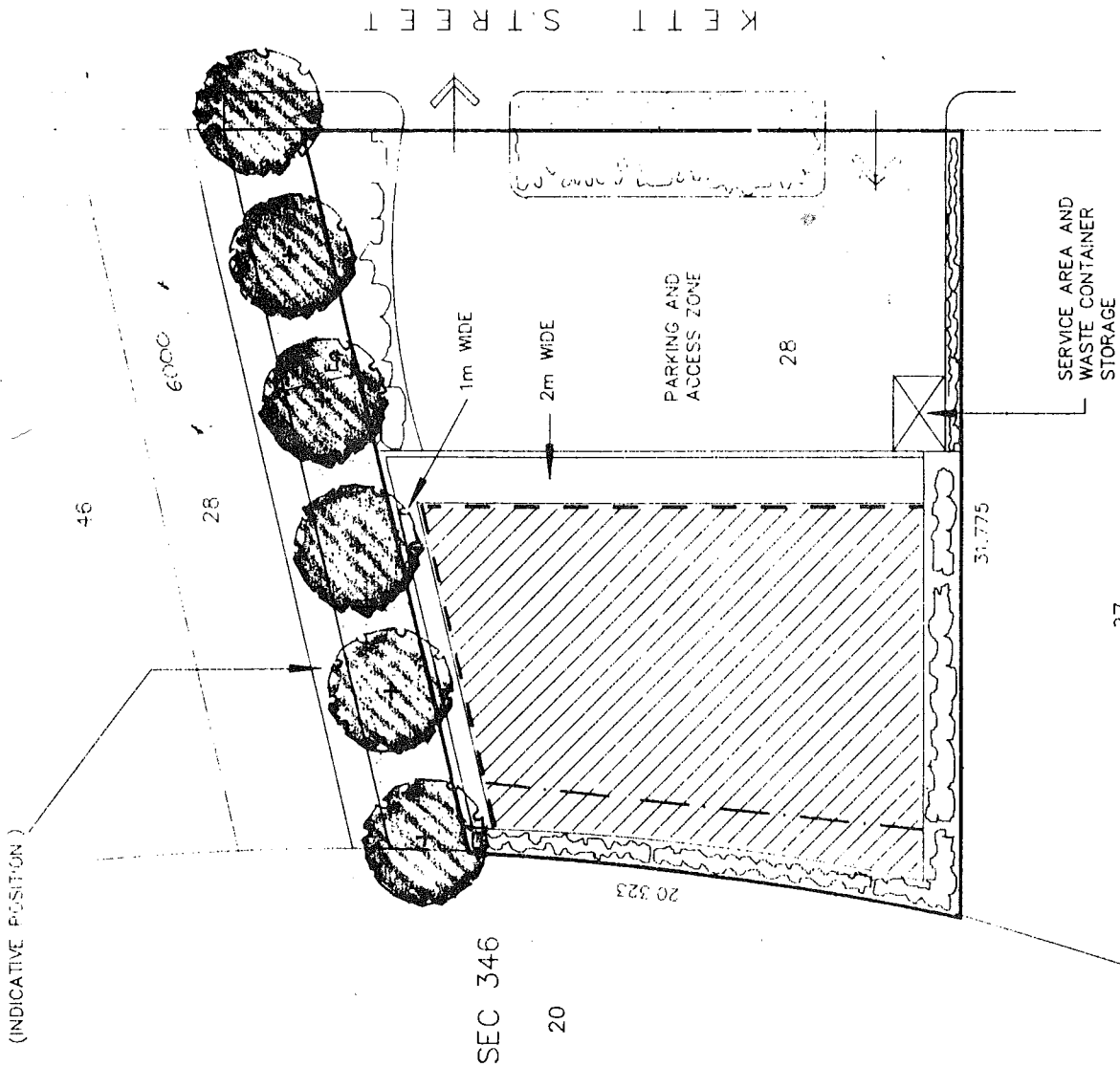
LAWN GRASS



EUCALYPTUS SIDEROXYLON

ALL LANDSCAPE WORKS SHALL BE CONFINED AND MAINTAINED IN ACCORDANCE WITH NEW BASIC SPECIFICATION - ROADS, HYDRAULIC SERVICES & LANDSCAPE - EDITION No. 2 OCTOBER 1982

STREET TREES TO BE PLANTED AT NURSERY SUPPLIER'S DISCRETION



1:200

National Capital Development Commission

KAMBAH SEC. 346 BLK.28

LANDSCAPE GUIDELINES

Drawn AC Checked Date 19/10/87 1617/87 A3



For further information contact
Sole Marketing Agent

ACT LAND SALES OFFICE

Ground Floor South Building
Civic Offices London Circuit
Canberra City ACT 2601

CONDITIONS OF SALE

The right to the grant of a lease will be offered subject to the auction reserve.

The Commonwealth reserves the right to reject any bid and should any dispute arise as to the highest bidder the right to the grant of the lease may be re-offered at the discretion of the Auctioneer.

The successful bidder will be required to complete and sign an Acknowledgement of Bid form as soon as the successful bid is accepted by the Auctioneer. A copy of the Acknowledgement of Bid form has been included in this document.

Persons bidding on behalf of others will be required to produce evidence to the satisfaction of the Delegate of the Minister or the Auctioneer that they are authorised to act on behalf of the companies or persons named.

If satisfactory evidence is not produced the bidder will be personally liable to pay the amount bid. Failure to pay this amount will entitle the Commonwealth to resell the lease without prejudice to any other remedy the Commonwealth may have against the bidder.

PAYMENT AT THE AUCTION

The successful bidder will be required to pay the full amount bid at the time of the auction except where a land rent option is offered and accepted (see below).

LAND RENT OPTION

The successful bidder will be required to pay a deposit equal to the minimum sum (minimum rent) plus the amount bid over the auction reserve at the time of the auction.

The balance of the amount bid will be payable within thirty days from the date of the auction UNLESS the Lessee elects the option to pay land rent. It is the Lessee's responsibility to advise the Department in writing as soon as possible after the auction of the form of lease required.

If the successful bidder elects to have the lease issued subject to land rent, then, in addition to the amount already paid in excess of the auction reserve, the successful bidder will be required to pay land rent as follows:

Year 1	The minimum rent (minimum sum) paid at the time of the auction.
Year 2 to 6	The minimum rent, payable quarterly in advance.
Year 7 onwards	As calculated by applying the percentage rent to the assessed rental value as determined for each triennial assessment period. This will not fall below the minimum rent for the term of the lease.

SUBSEQUENT PAYOUT OF LAND RENT COMMITMENT

Under current policies Lessees have a right to pay out the land rent commitment. These policies provide that in the event of the Lessee requesting to payout the land rent prior to the first rent reappraisal the sum payable is an amount equal to the (auction)

reserve. In the event of the Lessee requesting to payout land rent subsequent to the first rent reappraisal these policies provide that the capital sum required will be calculated at nine times the then current land rent.

LEASE DOCUMENTS

To enable the finalisation of the Crown Lease the Lessee's particulars for insertion in the lease must be supplied in writing as soon as possible by the Lessee and **within thirty days** from the date of the auction. Full names and residential addresses of all parties to the lease are required.

If a person is bidding on behalf of a company, the Company Particulars form included in this document should be completed and passed to a Departmental representative at the auction or dispatched as soon as possible after the auction together with the letter nominating the form of lease required. This must be **WITHIN THIRTY DAYS** of the date of the auction.

The lease documents will not be available until all amounts due have been paid by the successful bidder.

REGRADEING, FILL AND OTHER DISABILITIES

It is a condition of sale that a purchaser shall not be entitled to raise any objection, requisition or claim compensation against the Commonwealth, the National Capital Development Commission, or their servants or agents in respect of the existence of regrading, fill or any other disability on the land, whether caused by the Commonwealth, or by the National Capital Development Commission, their servants or agents or by previous owners of the land or otherwise.

STAMP DUTY AND LAND TAX

Prospective Lessees should be aware that Stamp Duty and Land Tax are payable on all leases. For further information see Index of Contacts.

RATES

The provisions of the Rating Ordinances apply to all parcels of land. **Liability to pay general, water and sewerage rates on the land commences from the date of the auction.**

LAWS OF THE TERRITORY

Leases are at all times subject to the laws in force in the Territory and special attention is invited to the following Ordinances and Regulations thereunder:

Air Pollution Ordinance

Building Ordinance

Building and Services Ordinance

Buildings (Design and Siting) Ordinance

Dangerous Goods Ordinance

Liquor Ordinance

Public Health Ordinance

Rates Ordinance

Roads and Public Places Ordinance

Sewerage Rates Ordinance

Water Pollution Ordinance.

Water Rates Ordinance

Copies of these Ordinances and Regulations may be purchased from the Commonwealth Government Bookshop 70 Alinga Street Canberra City.

DESIGN APPROVAL PROCESS

PRELIMINARY DISCUSSIONS

The Lessee is advised to discuss the proposed form of development with the National Capital Development Commission prior to undertaking any design work.

SUBMISSION OF PROPOSAL FOR DESIGN AND SITING APPROVAL

The Lessee is required to lodge with the National Capital Development Commission a complete development proposal in sketch form, before proceeding to working drawings. The following requirements relating to the proposed development are to be submitted for National Capital Development Commission Design and Siting approval:

1. A full schedule of external materials, colours and finishes, signs;
2. Landscaping details;
3. Details of signage;
4. Location and extent of on-site parking;
5. Fencing details;
6. Lighting details;
7. If building staging is proposed, a separate staging diagram shall show the sequence of construction and the intended completion time of all major components of the development;
8. Environmental protection statement.

ENVIRONMENT PROTECTION

- (a) The Lessee is required to submit a written statement when seeking National Capital Development Commission Design and Siting approval, which details information on all chemicals and on-site processes and activities which can potentially produce adverse environmental impacts. Further information on the types of information required can be obtained from the Commission.
- (b) Environmental protection legislation, covering air and water, has been enacted for the ACT. Legislation covering noise is proposed. The Lessee will be required to demonstrate the ability to meet all the conditions and standards set down under this legislation.
- (c) The Lessee is required to indicate whether there is a requirement to refer information under the Environment Protection (Impact of Proposals) Act 1974.

Lessees are advised that they should contact the Pollution Control Authority to obtain the specific requirements in respect of their particular business. For further information see Index of Contacts.

WORKING DRAWINGS

Working drawings must be approved by the National Capital Development Commission prior to lodgement for building approval. Specific requirements for the preparation of these plans should be discussed with the Commission.

DESIGN AND SITING APPROVAL

Special conditions may be attached to any approval given in respect of design and siting, particularly with regard to external design, siting, materials, colour treatment, flood lighting, roof vents or structures and advertising signs. Approval must be obtained before signs are erected. For further information see Index of Contacts.

BUILDING APPROVAL

Working Drawings and specifications must be approved under the Building Ordinance and a building permit granted prior to the commencement of building construction. For further information see Index of Contacts.

CONDITIONS OF DEVELOPMENT APPROVAL

GENERAL REQUIREMENTS

FINISHED FLOOR LEVELS

The Lessee shall be responsible for integrating all levels within the development with the surrounding roads, carparks, paved areas and services. These levels will be subject to approval by the National Capital Development Commission. It will be the Lessee's responsibility to ensure the adequate drainage of the block.

INCINERATORS

Incinerators installed within the building must be capable of destroying the type and quantity of waste materials from the premises without nuisance from dust, smoke, fumes, ashes, smell or otherwise. No open burning is permitted on the site. Incinerators within the building shall be designed and constructed to comply with the Air Pollution Ordinance 1984.

REFUSE

Adequate provision must be made within the leased land for storage and collection of garbage. This shall include provision for placement of refuse at a suitable place accessible to the Departmental Contractor's vehicles. The Department should be contacted during the building design stage to determine the necessary requirements. For further information see Index of Contacts.

FUEL STORAGE

Fuel storage must be located wholly within the leased land with filling points at approved locations. The Department should be contacted at the design stage to determine the statutory requirements. For information concerning the storage of flammable liquids and other dangerous goods see Index of Contacts.

MECHANICAL PLANT

All mechanical plant and equipment must be contained within the building and shall be suitably screened from public view.

HYDRAULIC SERVICES AND EASEMENTS

Information is available regarding the possible location of water, stormwater and sewerage services and service ties. Information is also available for details of service easements that may be required. For further information see Index of Contacts.

NATURE STRIPS

Nature strips along the front boundaries of leased land are part of a public place and have been graded to designed levels. Approval must be sought from the Department prior to carrying out any work on any nature strip. For further information see Index of Contacts.

ELECTRICITY SUPPLY

Information regarding the possible location of electrical distribution equipment in relation to the land may be obtained from ACT Electricity & Water. The Lessee should contact the authority to determine the terms and conditions under which electricity will be supplied to the land. The authority should be contacted during the building design stage to determine requirements for electrical installation.

Permanent electricity supply may not be immediately available to the land. If a temporary supply is required for construction purposes the Lessee should make the necessary arrangements with the authority.

The Lessee shall accommodate within the lease in a location acceptable to the authority, any mains, transformers, switching gear and other equipment required by the authority. The Lessee shall contact the authority to determine the requirements for approval.

All on site electricity service reticulation must be concealed. For further information see Index of Contacts.

GAS SUPPLY

With regard to supply of gas to the lease, intending purchasers should contact AGL Canberra Ltd. to determine the terms and conditions under which gas supply will be made available and any requirement which may affect the planning and/or construction of the project. For further information see Index of Contacts.

TELECOM CABLES

All cable services must be underground. The Australian Telecommunications Commission will provide one single entry point to the block for telephone cables and the Lessee shall provide and bear the cost of underground reticulation including the provision of cables and conduit and the wiring of buildings in accordance with specifications agreed to by the Commission. The Lessee should contact the Commission to ascertain the requirements of approval. For further information see Index of Contacts.

LIQUOR

Design and other requirements for liquor sales facilities will be subject to specific approval. The Gaming and Liquor Authority should be contacted prior to undertaking any design work. For further information see Index of Contacts.

INDEX OF CONTACTS FOR ACT LAND DEVELOPMENT
1 AUGUST 88

BUILDING
(approvals)

Building Controller
ACT Administration
Level 1
North Building
Civic Offices
London Circuit
Canberra City ACT 2601

Telephone (062) 49 1355

BUSINESS LEASE SALES

ACT Land Sales Office
ACT Administration
Ground Floor
South Building
Civic Offices
London Circuit
Canberra City ACT 2601

Telephone (062) 46 3133

DANGEROUS GOODS

Dangerous Goods Inspectorate
Carpenteria House
111 Canberra Avenue
Griffith ACT 2603

Telephone (062) 95 0234
(062) 95 0260

DESIGN & SITING
(NCDC)

Level 1
North Building
Civic Offices
London Circuit
Canberra City ACT 2601

Telephone (062) 46 8640

**DRIVEWAYS, FOOTPATHS
& USE OF UNLEASED
LAND IN PUBLIC AREAS**

Officer in Charge
Land Services
ACT Administration
Level 1
North Building
Civic Offices
London Circuit
Canberra City ACT 2601

Telephone
North side (062) 46 2474
South side (062) 46 3095

ELECTRICITY

Customers Branch
ACT Electricity & Water
Ground Floor
Scott House
London Circuit
Canberra City Act 2601

Telephone (062) 48 3111

ENVIRONMENT PROTECTION

(includes air and water
pollution and disposal
of hazardous chemical
waste)

Director
Environment Protection
ACT Administration
Level 2 Room 200
North Building
Civic Offices
London Circuit
Canberra City ACT 2601

Telephone (062) 46 2984

FENCES

Dividing Fences Ordinance
(may be purchased from
Commonwealth Government Bookshop
70 Alinga Street
Canberra City ACT 2601)

FLAMMABLE LIQUIDS

See: Dangerous Goods

LAND TAX

See: Rates & Land Tax

LIQUOR

Deputy Registrar
Gaming and Liquor Authority
26 Antill Street
Dickson ACT 2602

Telephone (062) 45 6222

NATURAL GAS

Sales Manager
AGL Canberra Limited
189 Gladstone Street
Fyshwick Act 2609

Telephone (062) 85 7722

OCCUPATIONAL SAFETY

(scaffolding)

Chief Inspector
Occupational Safety
ACT Administration
Room G9
Kingston Bus Depot
Kingston ACT 2604

Telephone (062) 95 5263

RATES & LAND TAX

Director
Revenue
ACT Administration
Ground Floor
Allara Building
Canberra City ACT 2601

Telephone (062) 75 8632

REGISTRATION OF TITLE

Land Titles Office
Ground Floor
Allara House
Corner Allara Street &
Constitution Avenue
Canberra City ACT 2601

Telephone (062) 75 8706

RESIDENTIAL LEASE SALES

ACT Land Sales Office
ACT Administration
Ground Floor
South Building
Civic Offices
London Circuit
Canberra City ACT 2601

Telephone (062) 46 2033
(062) 46 2179

SEWERAGE & STORMWATER

Engineer Manager (Sewerage & Stormwater)
ACT Electricity & Water
Fishburn House
Phillip ACT 2606

Telephone (062) 81 9618
(062) 81 9613
(062) 81 9586

STAMP DUTY

ACT Revenue Collections
ACT Administration
7th Floor
Wales Centre
London Circuit
Canberra City ACT 2601

Telephone (062) 46 3157

STREET NAMES & NUMBERS

Drawing Office
ACT Lands
ACT Administration
Ground Floor
South Building
Civic Offices
London Circuit
Canberra City ACT 2601

Telephone (062) 2858

TELEPHONE

Telecom Operations Department
Second Floor
Telecom House
490 Northbourne Avenue
Dickson ACT 2602

Telephone (062) 45 5387

TRAFFIC

Manager of Traffic
ACT Administration
Level 7
Electricity House
London Circuit
Canberra City ACT 2601

Telephone (062)46 2689

TREES & SHRUBS

(existing)

Land Management Branch
ACT Administration
Level 1
North Building
Civic Offices
London Circuit
Canberra City

Telephone
Belconnen (062) 51 3922
and (062) 51 3555
All other (062) 95 1633

(issue)

ACT Parks and Conservation Service
Nursery
ACT Administration
Banks Street
Yarralumla ACT 2600

Telephone (062) 81 1133

VEHICULAR ACCESS

See : Driveways

WASTE MANAGEMENT

(garbage)

Assistant Director
Waste Management
City Engineering
ACT Administration
Level 1 Room 105
North Building
Civic Offices
London Circuit
Canberra City ACT 2601

Telephone (062) 46 2158

WATER SUPPLY

Engineer Manager (Water Supply)
ACT Electricity & Water
Fishburn House
Phillip ACT 2606

Telephone (062) 81 9542

COMPANY PARTICULARS

Completed form to be returned to:
Assistant Secretary
Lands Branch
Office of Industry & Development
GPO Box 158
CANBERRA ACT 2601

File Ref: TL
Telephone: 46 3133 or 46 2181
Fax: 46 2760

For Attention of: **Ms A. McKeown**

Block/s	Section	Division of
---------	---------	-------------

Please complete ALL of the following:

Full Registered name of your company –

.....
.....

Address of Registered Office of Company –

ACT.....
.....
.....

Other.....
.....
.....

Form of words used in attestation when attesting/signing legal documents
(eg The Common Seal of was hereto affixed in the presence of)

.....
.....

PLEASE STAMP COMPANY SEAL HERE



ACT ADMINISTRATION
OFFICE OF INDUSTRY & DEVELOPMENT

City Area Leases Ordinance 1936 ACKNOWLEDGEMENT OF SUCCESSFUL BID

	Given name/s and family name OR Company name
Proposed Lessee(s) (BLOCK LETTERS)	1.
	2.
	3.

Residential address(es) (Postal address for companies)			
Method of ownership: Joint tenants or Tenants in common (state shares)			
Contact	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Name</td> <td style="width: 40%;">Phone: (BH) (AH)</td> </tr> </table>	Name	Phone: (BH) (AH)
Name	Phone: (BH) (AH)		

I/We
hereby acknowledge being the successful bidder(s) at the auction for the following block(s):

Division (Suburb)	Sec	Block	Amount Bid \$	Reserve Price \$	Premium \$	Minimum Sum \$	Amount Recieved \$

RECEIPT No.		TOTAL AMOUNT PAID	
-------------	--	-------------------	--

on and subject to the advertised conditions of sale.

I/We am/are aware that all monies paid will be retained by the Commonwealth.

Successful bidder's signature.....
Address.....

...../...../.....
For Assistant Secretary, Lands Branch Date

ITEM	RELEVANT SECTION(S)	CLASS	
		A	B
12 Proposed erection, alteration of or addition to a building: Plans and specification to be included.	12(1)(c)	N/A	
13 ✓ Purpose of unit subsidiary specified.	12(2)	?	
14 ✓ Boundaries of parcel	13(1)(a)(i)	✓	
15 Boundaries of each building at ground level (or projected to ground level if appropriate)	13(1)(a)(ii)	} TO BE CHECKED BY ASO	
16 Class B units: Boundaries of each unit	13(1)(a)(iii)		
17 Items 14 to 16: relationship of boundaries one to another.	13(1)(a)		
18 Class A unit: if unit is wholly or partly above another - (a) ✓ separate diagram for each floor and sufficient particulars at floor level to show vertical boundaries; (b) ✓ approximate floor area shown; (c) is any combination of diagrams shown permissible?	13(1)(b) 13(2) 13(4)	✓ ✓ N/A	
19 Class A unit: a subdivision other than in item 18 - (a) ✓ sufficient particulars at floor level to show vertical boundaries: (b) ✓ approximate floor area shown.	13(1)(c) 13(2)	✓ ✓	
20 Class B unit: if limited in vertical extension statement of limitation to be included.	13(1)(d)		N/A
21 Unit subsidiaries: where the unit subsidiary consists of a building or part of a building plans must comply with - Item 14 Item 18 Item 15 Item 19 Item 17	13(3)(a)		N/A
22 Unit subsidiary: where the unit subsidiary is other than as in item 21 plans must comply with - ✓ Item 14 ASO? Item 17 ASO? Item 15 N/A Item 20 ASO? Item 16	13(3)(b)		

INSPECTION REPORT

24.1.90

As requested by Mr. B. Giddins (refer f.91) I conducted an internal inspection on 24.1.90 to ascertain whether the lessee is in breach of the lease covenants.

The following observations were made:

1. Unit 4 on the top floor is occupied by Everall Merrett and Mann Solicitors
2. The other three units are not occupied.

R Berlin

24.1.90

Everall Merrett and Mann

Certified Practising Accountants

First Floor
12 Kett Street
KAMBAH
ACT 2902

John Mann B.Bus., AASA, CPA, FTIA

UNIT 4

PO Box 189
WANNIASSA
ACT 2903
TEL: 31 4522
FAX: 31 6544



SUBJECT:

BLOCK 28 SECTION 346 KAMBAH - XUP 488

REF:

Ms Margaret Jenkinson
Redevelopment Section
Lands Branch

**EXAMINATION OF UNITS PLAN XUP 488 -
BLOCK 28 SECTION 346 KAMBAH**

The abovementioned plan has been examined. Our comments are noted below and indicated on the plan.

1. The Minister's title on sheets 1-6 needs amending.
2. The parking areas need to be numbered.
3. Could the surveyor verify, the shape of Units 1 & 2 and the Common Property is correctly shown on sheet 4. At time of inspection the doors were locked and also since internal walls exist, boundary of the Units could not be checked.

Copy of the plan is attached.



G Faenza
for the Registrar of Titles
Land Titles Office
17 January 1990

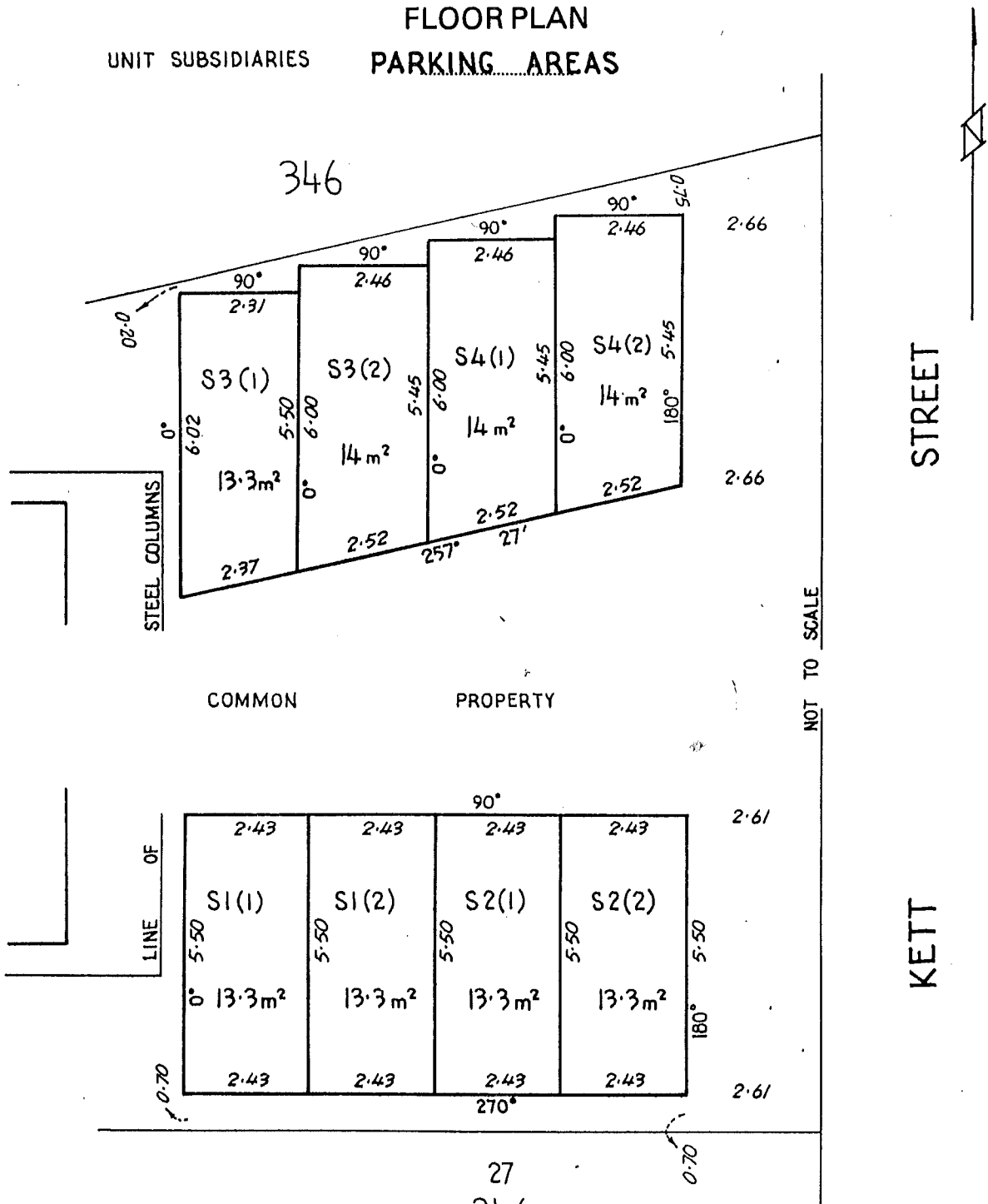


REAL PROPERTY (UNIT TITLES) ACT 1970

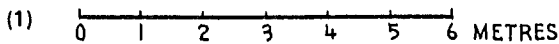
UNITS PLAN No.

BLOCK 28 SECTION 346 DIVISION OF KAMBAH

FLOOR PLAN
UNIT SUBSIDIARIES PARKING AREAS



SCALE 1 : 100



23 NOV 1989

Applicant

Delegate of the Minister for Industry,
Employment & Education.

CHIEF

16298

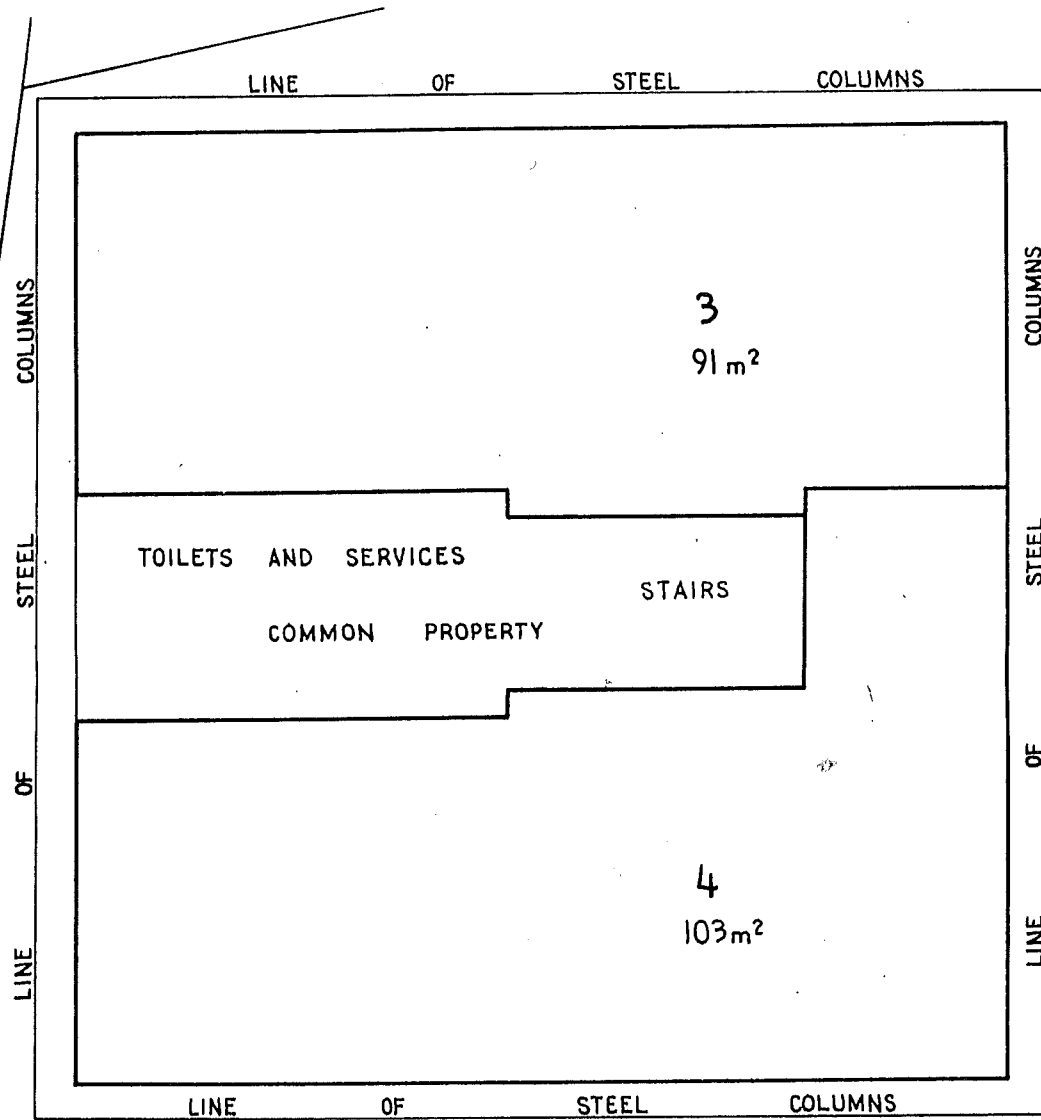
REAL PROPERTY (UNIT TITLES) ACT 1970

UNITS PLAN No.

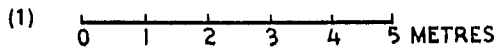
BLOCK 28 SECTION 346 DIVISION OF KAMBAH

CLASS A UNITS

FLOOR PLAN FIRST



SCALE 1:100



23 NOV 1989

1) Graphic Bar Scale

.....

 Applicant

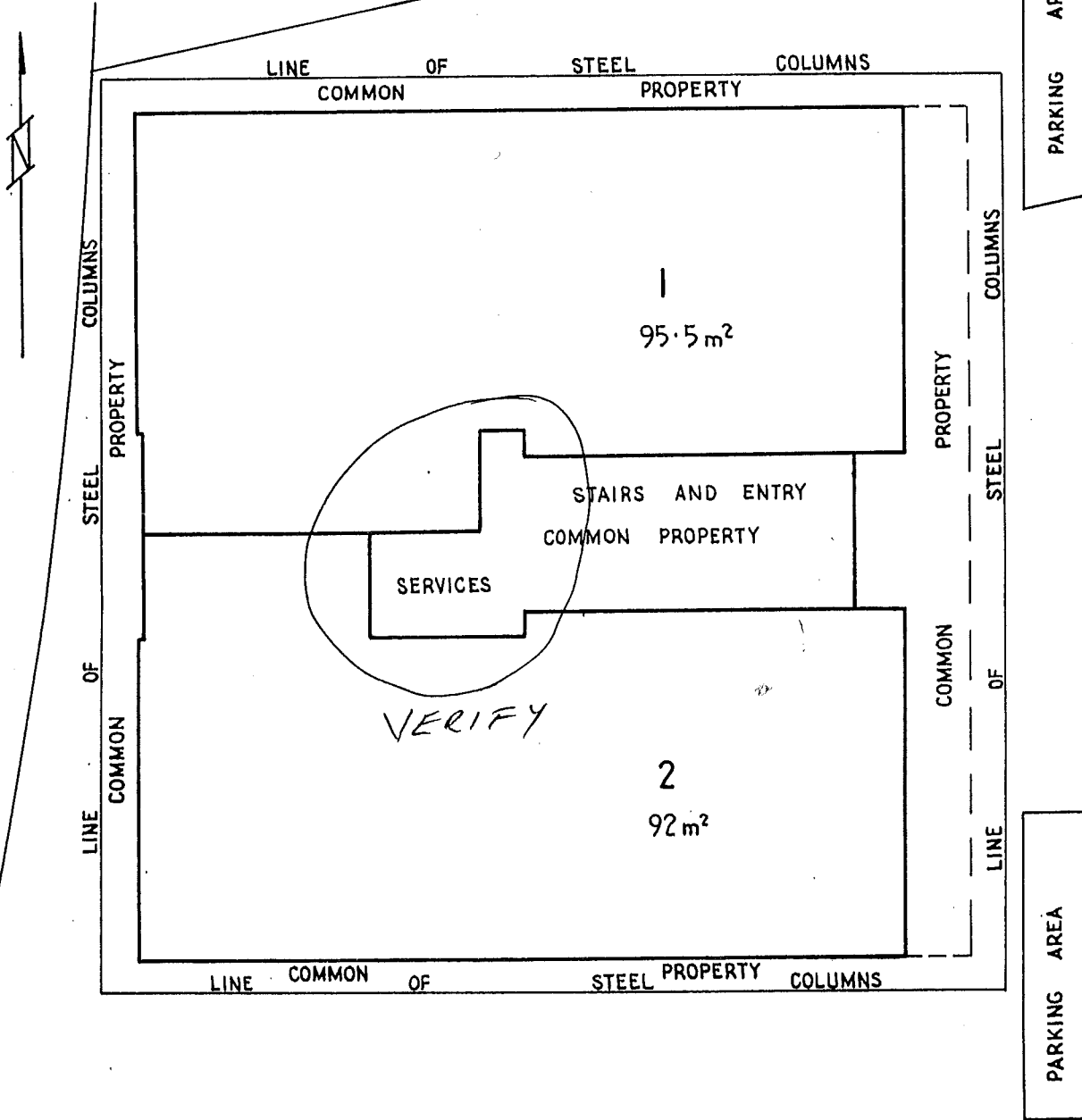
.....
 Delegate of the Minister for Industry,
 Employment & Education
 CHIEF

REAL PROPERTY (UNIT TITLES) ACT 1970

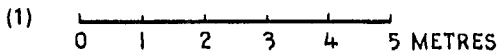
UNITS PLAN No.

BLOCK 28 SECTION 346 DIVISION OF KAMBAH

CLASS A UNITS
FLOOR PLAN
GROUND



SCALE 1 : 100



1) Graphic Bar Scale

23 NOV 1989

..... [Redacted]

Applicant

.....
Delegate of the Minister for Industry,
Employment & Education

CHIEF

16298

FORM 1

Real Property (Unit Titles) Act 1970

UNITS PLAN NO....

Block 28 Section 346 Division of KAMBAH
Register Book Volume 1124 Folio 41 Deposited Plan No 5953

Address of the Corporation for service of documents [REDACTED]

I, GORDON SAVILLE BURTON of 53 COLBEE COURT, PHILLIP ACT.

a surveyor registered under the Surveyors Ordinance 1967, hereby certify that

- 1. the survey represented on this plan is accurate and has been made by me ~~on behalf of the corporation~~, in accordance with the Survey Practice Directions 1987 and was completed on 11TH OCTOBER 1989
- 2. the diagram on sheet(s) 1, 5, 4, 6 shows
 - (a) the boundaries of the abovementioned parcel of land;
 - * ~~(b) the boundaries of each unit that is a Class B unit as defined in the Unit Titles Act 1970 into which the parcel is to be subdivided;~~
 - # (c) the boundaries at ground level, or projected to ground level, of the extremities of each building or building in the course of erection on the parcel.
- #3. each building or building in the course of erection on the parcel is wholly within the parcel.
- #4. where part of a wall or part of a building or material attached to either encroaches beyond the boundaries of the parcel:-
 - (a) all units and unit subsidiaries shown in the diagram are wholly within the parcel;
 - (b) the diagram clearly indicates the existence of the encroachment and its nature and extent; and
 - (c) where the encroachment is onto land, other than a public place within the meaning of the Roads and Public Places Ordinance 1937, that an appropriate easement has been granted and registered as an appurtenance to the parcel.

Dated this SEVENTH day of NOVEMBER 1989

James Scudkins
Surveyor, Registered under the
Surveyors Ordinance 1967

- * Delete if not applicable
- # Delete if there is no building or building in the course of construction, on the parcel

Approved under the Unit Titles Act 1970 as the Units Plan for the sub-division of the abovementioned parcel of land.

Where the Units Plan indicates a part of a wall or a part of a building or material attached to either encroaches beyond the boundaries of the parcel onto a public place within the meaning of the Roads and Public Places Ordinance 1937, I do not object to the continuance of the encroachment in its present form for the life of the whole building of which the encroachment forms part or for the term of the existing Crown Lease, whichever period is the shorter.

Dated this day of 19...

23 NOV 1989

.....
Delegate of the Minister for Industry,
Employment & Education

CHIEF

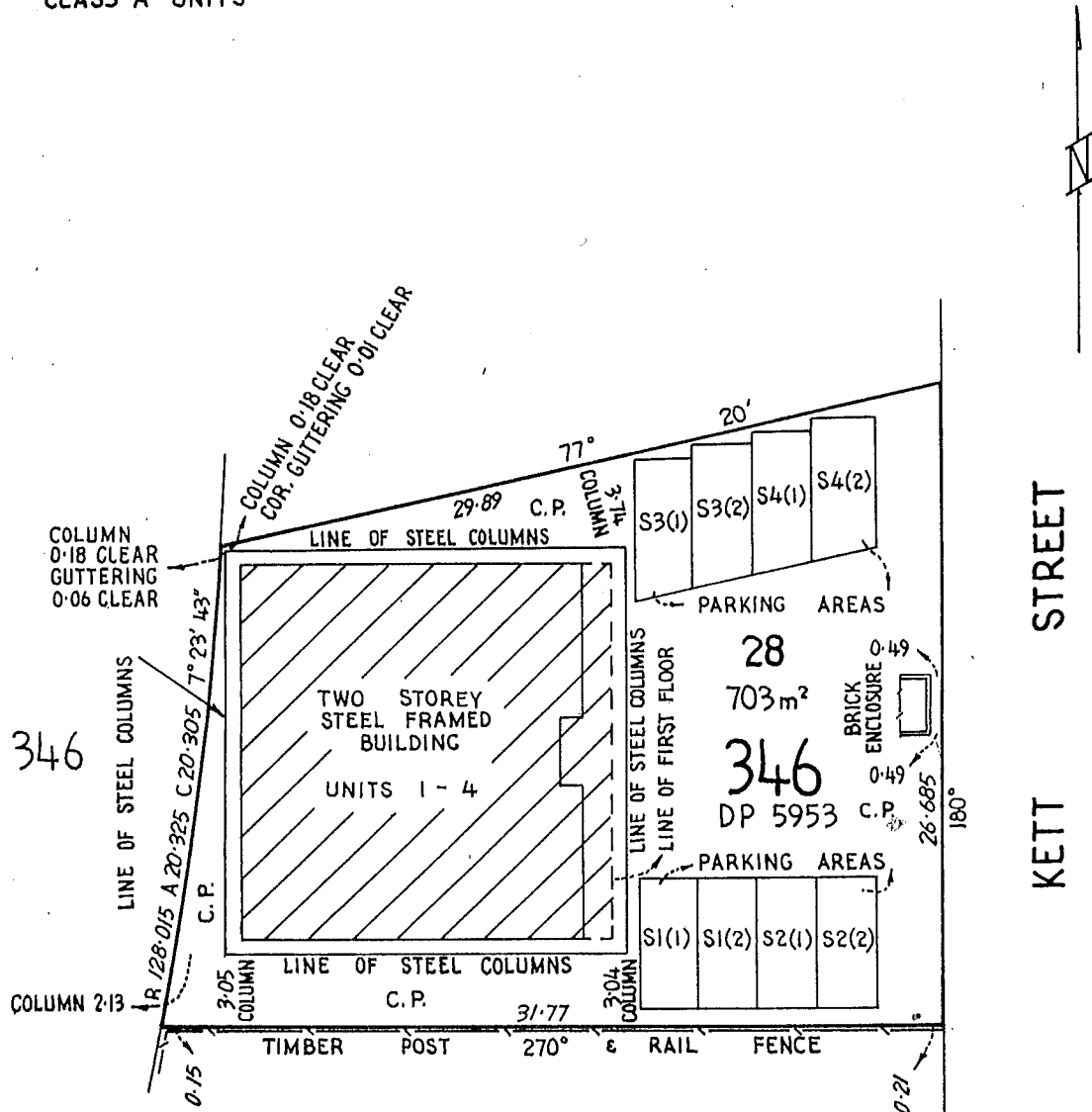
REAL PROPERTY (UNIT TITLES) ACT 1970

UNITS PLAN No.

BLOCK 28 SECTION 346 DIVISION OF KAMBAH

SITE PLAN

CLASS A UNITS



346

28
703m²
346
DP 5953

27 346
DP 5953

23 NOV 1989

C.P. DENOTES COMMON PROPERTY

SCALE 1 : 250



(1) Graphic Bar Scale

James Sawkins 7.11.89
Registered Surveyor

Applicant

Delegate of the Minister for Industry, Employment & Education.

CHEK

BLOCK SECTION
UNIT TITLE APPLICATION

Director
Lease Policy & Compliance Section

The Lessee of the above block has applied to sub-divide the premises pursuant to the Unit Titles Ordinance.

Could you please arrange an inspection of the premises to ascertain whether the Lessee is in breach of a covenant of the lease or in breach of a provision or requirement made under C.A.L.A.



Barry Godwin
Redevelopment Section

11.1.90

MINUTE PAPER

90

SUBJECT: BLOCK 28 SECTION 346 - KAMBAH

REF: 73809

Assistant Secretary
Residential Leases
Business Lease Management

I refer to your minute dated 6 December 1989 regarding a proposal submitted under the Units Title Act.

I advise that each of the 4 Units are suitable for separate occupation and use in a manner not inconsistent with the lease covenant as described.

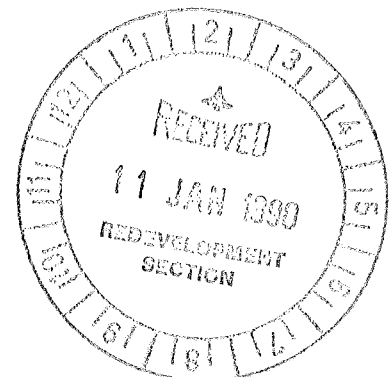
The following is noted for your information

1. Certificate of Occupancy or Use No. 70779.
2. Common property will include:
 - a) Entry stairs and service area, ground floor;
 - b) Stairs, toilets and services, first floor;
 - c) Area nominated as common property around perimeter of building;
 - d) Common property in parking area but not including parking spaces nominated as being part of each unit;
 - e) The whole of the service network;
 - f) Waste disposal facilities;
 - g) On site paving and landscaping generally.



C B Southwell
Deputy Building Controller
ACT Building Control - Tuggeranong

9-1-90



on computer
8.1.90

89
1/3

A.C.T. ADMINISTRATION CENTRAL OFFICE

Development Division
Business Lease Management

Advice No: BLSA88/182
File: TL/CR 601/346/28
Amends
Previous Advice No:

NEW LEASE

Renewal/Surrender and Regrant - land rent payout / boundary variation / extension of term / additional development rights
(delete whichever is not applicable)

BLOCK 28 SECTION 346 DISTRICT/DIVISION Kambal.

LESSEE:

ADDRESS:

ORDINANCE: CALA ✓ COMMENCEMENT DATE: 27.9.88 ✓ TERM: 99 years ✓

CONVENANTS: PURPOSE: To use the premises only for non-retail commercial uses including professional office suites. ✓ AREA: 703m² ✓

BUILDING: \$200,000 ✓ COMMENCE BY: 27.3.89 ✓ COMPLETE BY: 27.12.90 ✓

GROSS FLOOR AREA: MAX: 400 ✓ MIN: 300 ✓

U.V. for RATING: \$200,000 as at 1/1/85 ✓ C.U.V.: \$250,000 as at 1/9/88 ✓

SEWERAGE AVAILABLE: Yes/No

WATER AVAILABLE: Yes/No

RECEIPTS (Premiums, Rentals, Admin Fees, etc) ✓
AMOUNT PAID: \$100,000 ✓ DATE: 27/9/88 ✓
ACCOUNT No: 42-02-601- RECEIPT NO: 6337511
ADMINISTRATION FEE: \$ _____ DATE: _____
ACCOUNT No: _____ RECEIPT NO: _____
DETAILS _____

RENTAL
RENT PER ANNUM: \$20,000 ✓
INSTALMENTS PAYABLE: Quarterly ✓
AMOUNT OF INSTALMENT: \$5,000 ✓
1ST RENT REVIEW DUE: 27/9/94 ✓
REVIEW PROVISION: 20% of ARV. ✓
PENALTY INTEREST RATE: 15% ✓
DETAILS:

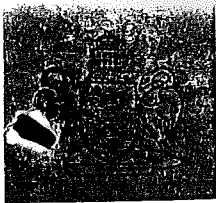
Central Management. Business Lease Management
Valuation Clerk, Rating Management
Building Controller, Building Section
Finance Officer, Revenue Accounts
Administration Officer, Development Division
NCDC
Australian Taxation Office

Prepared by: [Signature]
Date: 28.7.89

Certified correct by: [Signature]
Date: 28/7/89

Entered in ADP by:
Date:

Circulated by: Sean
Date: 1/8/89



Office of Industry and Development

GPO Box 158, Canberra ACT 2601
Telephone: (062) 46 2211
Facsimile: (062) 46 2303

88

TL 601/346/28

Gallens Crowley & Chamberlain
Barristers Solicitors
Canberra House
40 Marcus Clarke
CANBERRA CITY 2601

Attention: Mr Bob Makkinga

Dear Sir

**Re: Block 28 Section 346 KAMBAH
Compliance Certificate**

I refer to your request for the issue of a compliance certificate for the above property.

A landscape architect inspected the site on 8 December 1989 and reported that the landscaping required additional work and some corrective work before it could be regarded as being satisfactorily completed.

Attached for information is a copy of the report which should be brought to the attention of your clients.

If a compliance certificate is required before the satisfactory completion of the landscaping, a bond in the form of a bank guarantee for the sum of \$6000 would be required.

Should you require any further information please contact me on 468371.

Yours faithfully

Ian Carmichael
for Director
Lease Administration

13 December 1989

ACT PUBLIC WORKS

MINUTE PAPER

SUBJECT: KAMBAH SECTION 346 BLOCK 28

8 DECEMBER 1989

REF: SP13237

ALAN TIMMISS
INTERIM TERRITORY PLANNING AUTHORITY

I inspected the landscape development of the above block this morning, as requested, and offer the following comments (ref also pencil comments on plan at folio 101).

- . Landscaping of the laneway, although not grassed as required (ref Landscape Guidelines at folio 63) is satisfactory. However, the developer should arrange with City Parks either to hand over the work to them or make an agreement that the developer will be responsible for the maintenance of this area.

- . Landscaping at the rear of the block has extended into the floodway in terms of grassing and the planting of 4 eucalyptus trees. The grassing appears to be reinstatement of the area following disturbance caused during construction of the building. It is an area of 2 to 3 metres in width across the width of the block. Some grass has germinated but there is a need to sow more grass seed and for a satisfactory sward to be established. Once again, the work should be handed over to City Parks.

- . Kett Street vergeworks have not been constructed in accordance with the landscape guidelines. The verge has been mulched and planted with groundcover species and with 3 *Prunus cerasifera* 'Nigra'. This species is not suitable as a street tree in Kett Street where the species proposed is *Eucalyptus sideroxylon*. Consequently, the *Prunus* sp should be removed from the verge, they may be planted within the lease. The developer should plant *Eucalyptus sideroxylon* as a street tree. If the developer is prepared to maintain the groundcover on the verge it can remain provided that there is an area of 1.2 metres in width behind the kerb for pedestrian access.

- Landscaping within the lease requires planting of groundcover species, eg *Sollya heterophylla* in the narrow strip between the southern boundary and the parking area otherwise this area will either erode or become a weed bed.
- Planting is required in the mulched bed between the building and the western boundary of the block.

If a bond is to be accepted to ensure that the landscaping is satisfactorily completed and handed over to City Parks where that is appropriate, an amount of \$5000 is recommended.

Helen Penkethman

HELEN PENKETHMAN
LANDSCAPE ARCHITECT

Our Ref: TL 601/346/28

Gallens Crowley & Chamberlain
Barristers and Solicitors
DX 5633
CANNBERRA

Attention: Mr R Makkinga

Dear Sir

BLOCK 28 SECTION 346 KAMBAH

I refer to your client's proposal to sub-divide the abovementioned block under the provisions of the Unit Titles Act 1970.

Please find attached a receipt for payment of administration fees. You will be contacted when the necessary approvals are completed by the Land Titles Office, Survey Office, Australian Valuation Office and Building Section. You will then be asked to collect copies of the forms 4 and 5 for endorsement by your client. You should be aware that the turn around time for approvals is at least two months.

Should you have any questions please contact me on 46 2564.

Yours faithfully


D Milligan
for Assistant Secretary
Lands Branch

6 December 1989



MINUTE PAPER

SUBJECT: BLOCK 28 SECTION 346 KAMBAH


REF:

The Registrar
Land Titles Office

The Lessee of the above block has submitted a proposal to sub-divide the block pursuant to the Unit Titles Act 1970.

A copy of the Plans and Schedule (Forms 1-3) is enclosed for your information.

I would appreciate your advice as to whether the proposal satisfies the requirements of the Surveyor General.



D Milligan
for Director
Redevelopment Section
Lands Branch

6 December 1989

COPY

BLOCK 28 SECTION 346 KANBAN

Director
Building Section

Attention: Noel Cape

The Lessee of the abovementioned block has submitted a proposal to sub-divide the block pursuant to the Unit Titles Act 1970.

A copy of forms 1-3 is enclosed.

In accordance with Section 16(1)(a) of the Ordinance, would you please advise whether each unit is suitable for separate occupation and use in a manner not inconsistent with the lease covenants hereunder:

To use the premises only for the purpose of non-retail commercial uses including professional office suites;



D Milligan
for Assistant Secretary
Lands Branch

6 December 1989

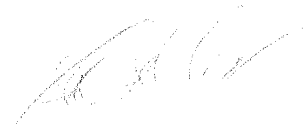
The Manager
Australian Valuation Office
PO Box 911
DICKSON ACT 2602

BLOCK 28 SECTION 346 KAMBAH

The Lessee of the above block has submitted a proposal to subdivide the block pursuant to the Unit Titles Act 1970.

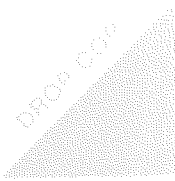
A copy of the plans and Schedule are enclosed for your information.

I would appreciate your advice as to whether the "Schedule of Unit Entitlements" is reasonable having regard to the respective values of the units.



D Milligan
for Assistant Secretary
Lands Branch

6 December 1989



Gallens Crowley & Chamberlain

BARRISTERS & SOLICITORS

incorporating Thompson & Meagher and Phillips & Co.

9th Floor, Canberra House,
Cnr Marcus Clarke & Alinga Streets,
Canberra, A.C.T. 2601

G.P.O. Box 240, Canberra,
A.C.T. 2601
DX5633 Canberra

Telephone: (062) 74-0999
Fax: (062) 74-0888

Our Ref: RPM/3927/89

20 November 1989

*Doc 2
14/11*

Dobby Bisset

Officer In Charge
Redevelopment Section
South Building
CANBERRA CITY ACT 2601

Dear Sir

**RE: [REDACTED] APPLICATION FOR APPROVAL OF UNITS PLAN BLOCK 28,
SECTION 346, KAMBAH**

We act for [REDACTED] and now enclose four (4) copies of the proposed Units Plan approval.

As discussed you will be providing the Registrar of Titles with his copies of the draft Units Plan.

We undertake to pay your approval fees of \$1050.00.

Yours faithfully
GALLENS CROWLEY & CHAMBERLAIN

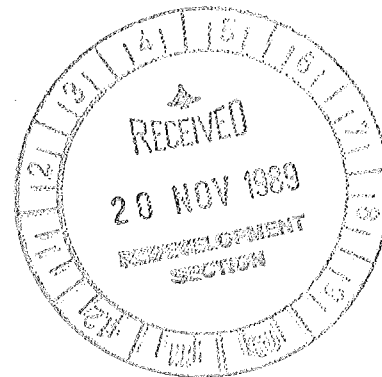
Per: *[Signature]*

ROBERT MAKKINGA

Phone: 740 924

Encl.

File with Dobby



Partners
T. J. Chamberlain LL.B.
Peter Crowley LL.B.
J. D. Bradley B.Ec., LL.B., A.A.S.A.
Philip R. Smith LL.B.

Christopher J. Crowley LL.B.
W. Brian Loftus
Thomas F. Meagher LL.B.
Nicholas J. Symons LL.B.
Keith A. Bradley B.A., LL.B.

Con Kourpanidis B.A., LL.B.
Alfonso del Rio B. Sc., LL.B.
John S. Snell B.Ec., LL.B.

Consultant Associate
Elizabeth M. Symons B.A., LL.B.
William McCarthy LL.B.

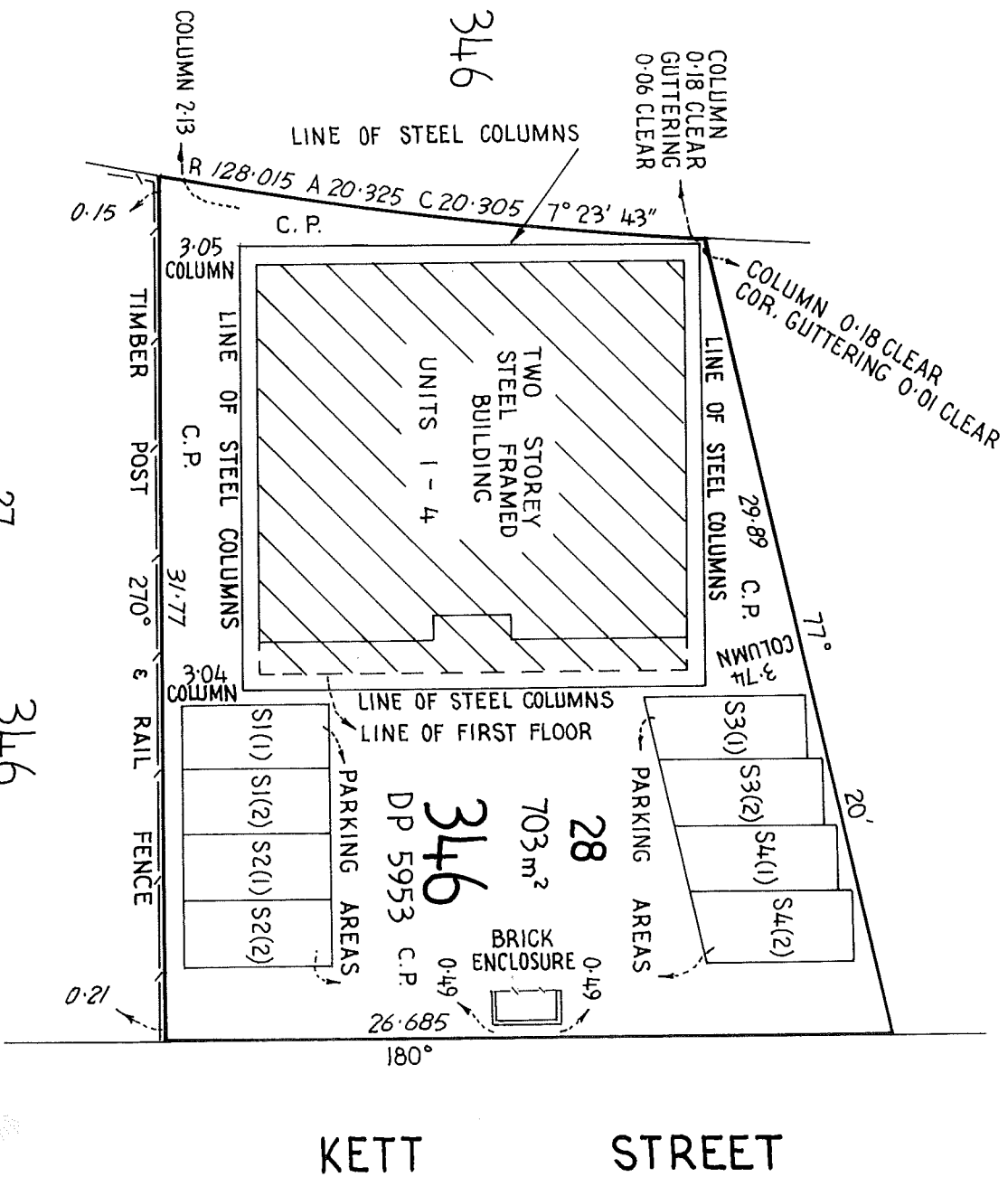
REAL PROPERTY (UNIT TITLES) ACT 1970

UNITS PLAN No.

BLOCK 28 SECTION 346 DIVISION OF KAMBAH

SITE PLAN

CLASS A UNITS



DP 5953

27

346

C.P. DENOTES COMMON PROPERTY

SCALE 1 : 250



(1) GRAPHIC BAR SCALE

Registered Surveyor

James A. Leathern
7.11.89

Applicant

Delegate of the Minister for Industry, Employment & Education.

Block 28 Section 346 Division of KAMBIAH
Register Book Volume 1124 Folio 41 Deposited Plan No. 5953

Address of the Corporation for service of documents ...

I, GORDON SAVILLE BURTON of 53 COLBEE COURT, PHILLIP ACT.

a survey or registered under the Surveyors Ordinance 1967, hereby certify that

- 1. the survey represented on this plan is accurate and has been made by me ~~under the Surveyors Ordinance 1967~~ in accordance with the Survey Practice Directions 1987 and was completed on 11TH OCTOBER 1989.
- 2. the diagram on sheet(s) 1, 8, 4, - 6 shows

(a) the boundaries of the abovementioned parcel of land;

* ~~(b) the boundaries of each unit that is a class B unit as defined in the Unit Titles Act 1970 and which the parcel is to be subdivided by~~

(c) the boundaries at ground level, or projected to ground level, of the extremities of each building or building in the course of erection on the parcel.

#3. each building or building in the course of erection on the parcel is wholly within the parcel.

#4. where part of a wall or part of a building or material attached to either encroaches beyond the boundaries of the parcel:-

(a) all units and unit subsidiaries shown in the diagram are wholly within the parcel;

(b) the diagram clearly indicates the existence of the encroachment and its nature and extent; and

(c) where the encroachment is onto land, other than a public place within the meaning of the Roads and Public Places Ordinance 1937, that an appropriate easement has been granted and registered as an appurtenance to the parcel.

Dated this SEVENTH day of NOVEMBER 1989.

Gordon Saville Burton
Surveyor, Registered under the
Surveyors Ordinance 1967

* Delete if not applicable

Delete if there is no building or building in the course of construction, on the parcel

Approved under the Unit Titles Act 1970 as the Units Plan for the sub-division of the abovementioned parcel of land.

Where the Units Plan indicates a part of a wall or a part of a building or material attached to either encroaches beyond the boundaries of the parcel onto a public place within the meaning of the Roads and Public Places Ordinance 1937, I do not object to the continuance of the encroachment in its present form for the life of the whole building of which the encroachment forms part or for the term of the existing Crown Lease, whichever period is the shorter.

Dated this day of 19...

.....
Delegate of the Minister for Industry,
Employment & Education.

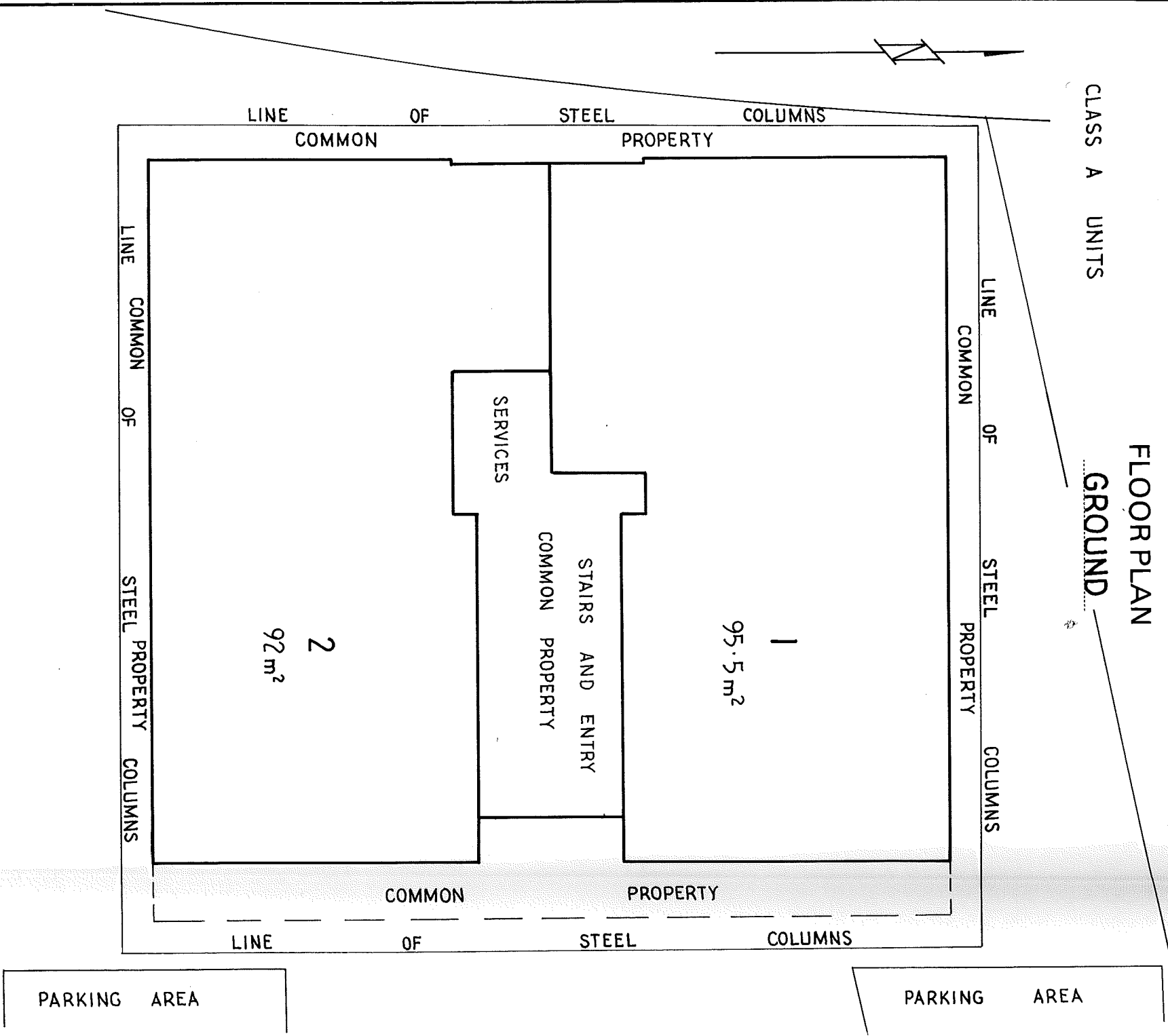
BLOCK 28 SECTION 346 DIVISION OF KAMBAH

UNITS PLAN No.

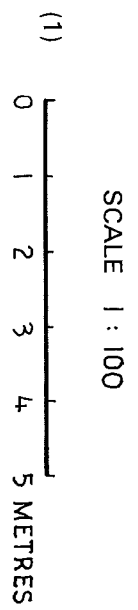
FLOOR PLAN

CLASS A UNITS

GROUND



1) Graphic Bar Scale



Applicant

Delegate of the Minister for Industry, Employment & Education

REAL PROPERTY (UNIT TITLES) ACT 1970

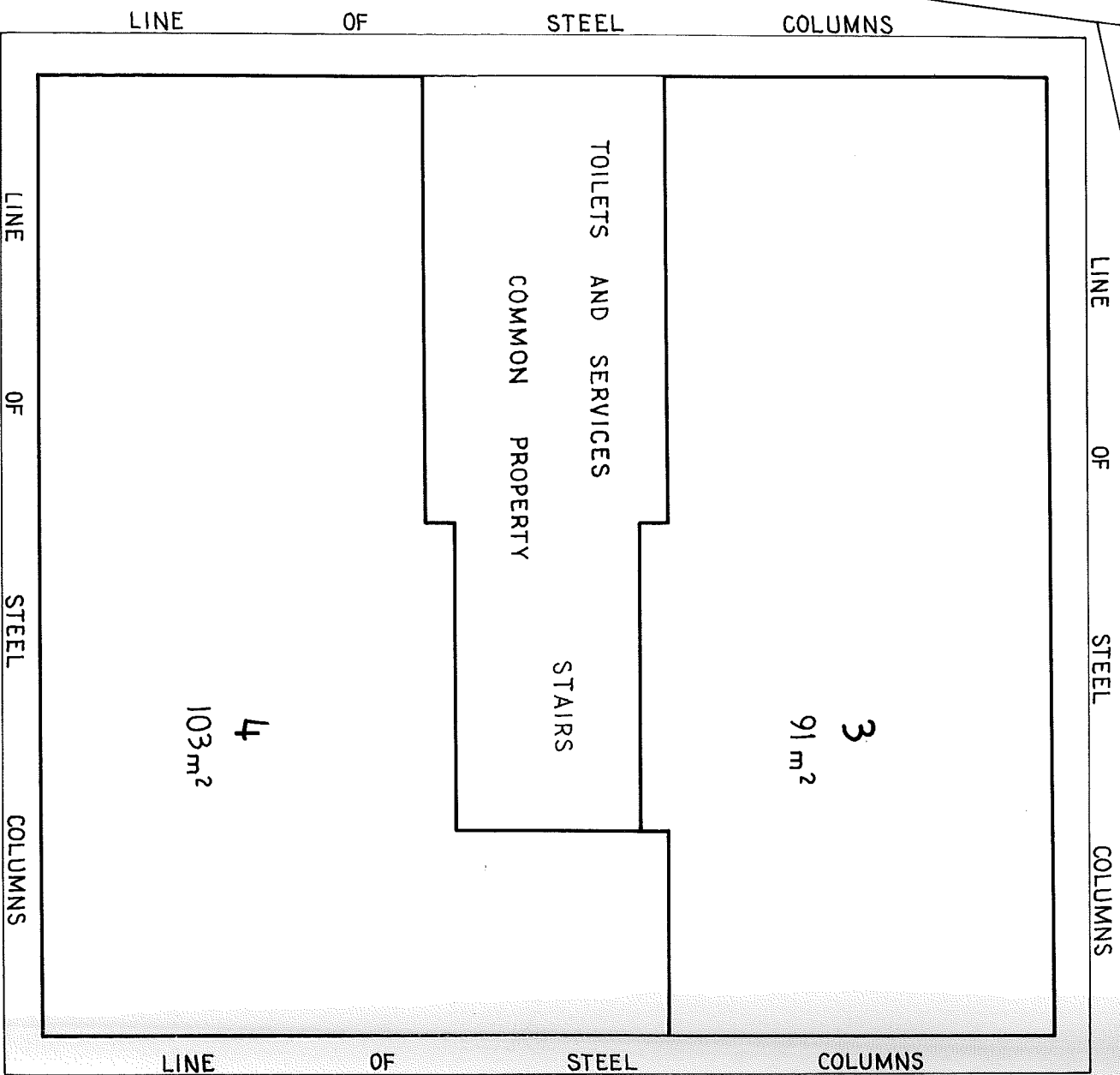
UNITS PLAN No.

BLOCK 28 SECTION 346 DIVISION OF KAMBAH

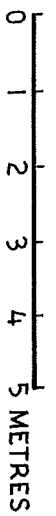
CLASS A UNITS

FLOOR PLAN

FIRST



SCALE 1 : 100



1) Graphic Bar Scale

Applicant

Delegate of the Minister for Industry, Employment & Education

BLOCK 28 SECTION 346 DIVISION OF KAMBAH

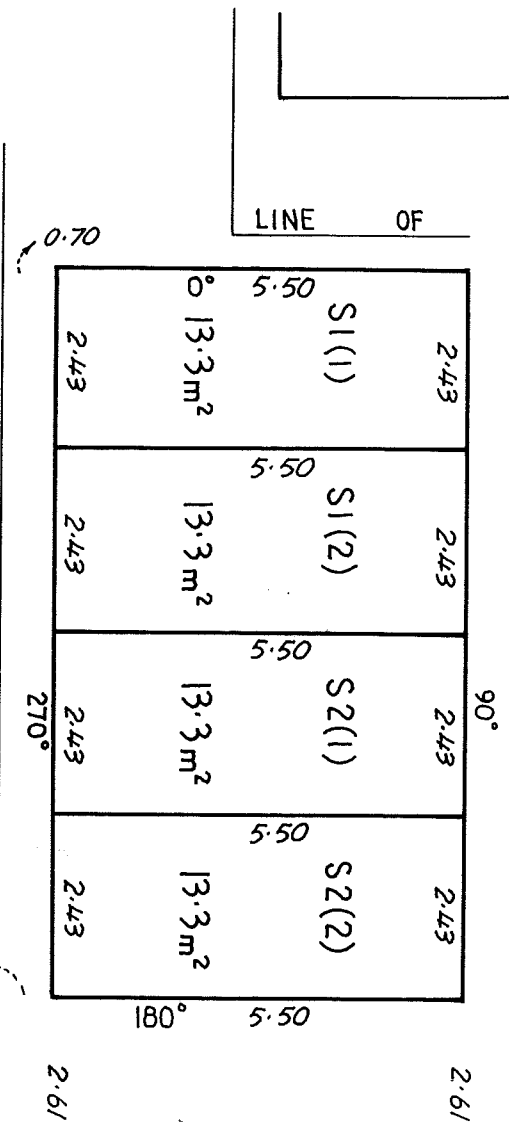
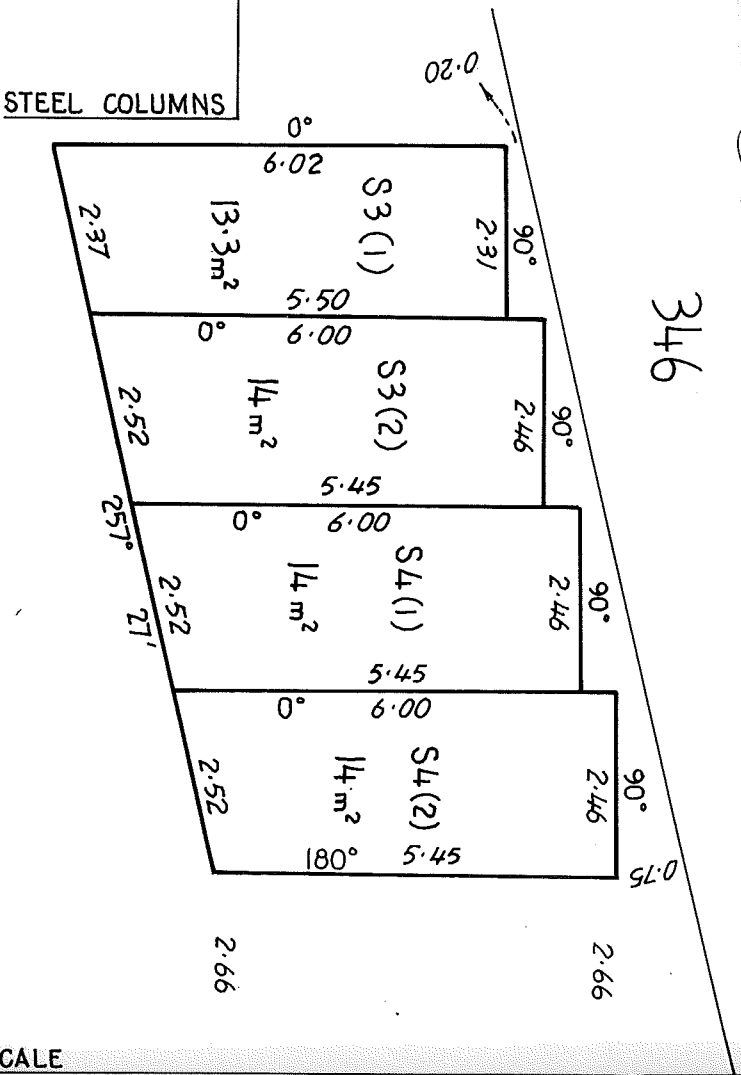
UNITS PLAN NO.

FLOOR PLAN

UNIT SUBSIDIARIES PARKING AREAS

Area B?

346



NOT TO SCALE

KETT

STREET

SCALE 1 : 100



1) Graphic Bar Scale

Applicant

Delegate of the Minister for Industry, Employment & Education.

SUBJECT: COMPLIANCE CERTIFICATE
 RE: BLOCK 28 SECTION 346 DIVISION OF KAMBAM

REF:

ALAN TIMMIS
 ITPA

A request has been received for a compliance certificate for Block 28 Section 346 Division of KAMBAM

In order that a compliance certificate can be issued, could you please advise as to the satisfactory completion of the following lease covenants:

- verge development
- landscaping
- service areas
-

Attached for your information is a copy of the relevant lease covenants relating to this lease.

If you have any further enquiries please contact on

Ian Carmichael

Ian Carmichael
Lease Administration

Date: 24/11/89.

28/11/89 - Alan Timmis advised no approval
 landscape plan. Please submit details of
 plan in accordance with Guideline plan 1483/87
 Bob McKenna notified 29/11/89

SUBJECT: COMPLIANCE CERTIFICATE
RE: BLOCK 28 SECTION 346 DIVISION OF KAMBAM

REF:

ALLEN LEE
ROAD MAINTENANCE
3rd FLOOR
DAVID TEMPLE HOUSE
AINSLIE AVE

A request has been received for a compliance certificate for Block 28 Section 346 Division of KAMBAM

In order that a compliance certificate can be issued, could you please advise as to the satisfactory completion of the following lease covenants:

- verge development
- landscaping
- service areas
-

Attached for your information is a copy of the relevant lease covenants relating to this lease.

If you have any further enquiries please contact me on 468371



Ian Carmichael
Lease Administration

Date: 24/11/89

ACT ADMINISTRATION - CENTRAL OFFICE
LEASE MANAGEMNT SECTION

10730

TL / /

BUILDING PROGRESS INSPECTION REPORT

BLOCK 28 SECTION 346 DIVISION KAMBAM

ADDRESS.....
.....

LEASE COMMENCEMENT DATE: / /

Building to commence: / /

Building to complete: / /

- | | | | | |
|----|-------------------------------------|------------------------|--------------------------|--|
| 0 | <input type="checkbox"/> | NIL | <input type="checkbox"/> | NO RECENT WORK |
| 1 | <input type="checkbox"/> | EXCAVATION | <input type="checkbox"/> | NEAT & TIDY |
| 2 | <input type="checkbox"/> | FOOTINGS | <input type="checkbox"/> | BLOCK UNTIDY |
| 3 | <input type="checkbox"/> | BASEMENT FLOOR LEVEL | <input type="checkbox"/> | MEN AT WORK |
| 4 | <input type="checkbox"/> | MAIN FLOOR LEVEL | <input type="checkbox"/> | WORK DETERIORATING |
| 5 | <input type="checkbox"/> | WALLS FRAMEWORK | 1. | CROSS FLOOR AREA APPROX. 300SM. |
| 6 | <input type="checkbox"/> | MULTI-FLOOR LEVELS | 2. | 10 CAR PARKING SPACES MARKED |
| 7 | <input type="checkbox"/> | ROOF LEVEL | 3. | DISABLED PERSONS ACCESS RAMP REQUIRED? |
| 8 | <input type="checkbox"/> | ROOF ON | 4. | SERVICE AREAS O.K. |
| 9 | <input type="checkbox"/> | LOCK-UP | | |
| 10 | <input type="checkbox"/> | INTERNAL WORK | | |
| 11 | <input type="checkbox"/> | SUBSTANTIALLY COMPLETE | | |
| 12 | <input type="checkbox"/> | COMPLETE | | |
| 13 | <input checked="" type="checkbox"/> | OCCUPANCY CERTIFICATE | | |

Inspected by: D. Miller & A. Barber

Date 27/11/89

601/346/271



A.C.T. Administration
Building Section

Certificate of Occupancy or Use

Pursuant to Part V of the Building Ordinance 1972, the building consisting of:

Three Storey Office Building

situated at

Block <i>28</i>	Section <i>346</i>	Division <i>Kamburb.</i>
--------------------	-----------------------	-----------------------------

or situated at

is considered to be substantially in accordance with the prescribed requirements for occupancy and use, subject to the endorsements listed below.

Approved plan Nos. <i>73809/A Amendment B</i>		
Type of construction* <i>5</i>	Class of occupancy* <i>V</i>	(*as defined in the Building Manual A.C.T.)
Permit No. <i>108731</i>	Name of permit holder <i>P. J. MURPHY.</i>	

Endorsements

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

The issue of this Certificate does not affect the liability of a person to comply with the provisions of a law of the Territory (including the Building Ordinance) relating to the building work nor does it authorise the use of the land contrary to a provision, covenant or condition of lease.

70779

Jack Sparks
Deputy Building Controller

11 10 189.
Date

- (e) "building" means the building or buildings on the parcel at the date of the commencement of the lease and any building or buildings constructed on the parcel 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 machinery and appurtenances thereof and therein contained or if the context so admits any part thereof;
- (f) "corporation" means the body corporate under the name of 'The Proprietors' - Unit Plan No. ;
- (g) "gross floor area" means the sum of the gross areas of the floor or floors of the building measured from the external faces of the exterior walls or from the centre lines of walls separating the building from any other building;
- (h) "Lessee" shall -
 - (i) where the Lessee shall consist of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
 - (ii) where the Lessee shall consist 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 the persons and each of them 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;
- (i) "minimum rent" means the amount of twenty thousand dollars per annum;
- (j) "premises" means the land building and all other improvements on the parcel.
- (k) "Minister" means the Territory Minister for the time being administering the City Area Leases Act 1936 or any Statute or Ordinance substituted therefor.
- (l) "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;

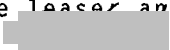
TERM

- 2. The term of the lease of each of the units expires on the twenty sixth day of September two thousand and eighty seven.
- 3. The Lessees of each of the Units Nos 1-4 Covenants with the Territory as follows:

RENT

(a) That the Lessee shall pay to the Territory -

- (i) the minimum rent for the period commencing on the twenty seventh day of September one thousand nine hundred and eighty eight and ending on the twenty sixth day of September one thousand nine hundred and eighty nine payable on the date of the commencement of the lease and



9.

(ii) the minimum rent for the period commencing on the twenty seventh day of September one thousand nine hundred and eighty nine and ending on the twenty sixth day of September one thousand nine hundred and ninety four payable by equal quarterly payments in advance on the first day of the months of January April July and October in each year and proportionately for any fraction of a quarter the first of such payments to be made on the twenty seventh day of September one thousand nine hundred and eighty nine;

and

(iii) for the remainder of the lease term the fair market land rent determined from time to time in accordance with the provisions of Clause 4 of the lease OR the minimum rent whichever is the greater payable by equal quarterly payments in advance on the first day of the months of January April July and October in each year and proportionately for any fraction of a quarter the first of such payments to be made on the twenty seventh day of September one thousand nine hundred and ninety four;

ADDITIONAL
RENT

(b) That if any rent or other moneys payable under this lease shall remain unpaid after the date appointed for its payment the Lessee shall on demand pay to the Territory as additional rent a sum calculated on the amount of the unpaid rent or other moneys owing under the lease at a rate of fifteen per centum per annum during any period that the rent or other moneys remain unpaid and computed from the date appointed to the date upon which such payments are made;

MANNER OF PAYMENT
OF RENT

(c) 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.

4. It is mutually covenanted and agreed as follows:

ASSESSMENT
PERIODS

(a) That the lease period commencing on the twenty seventh day of September one thousand nine hundred and eighty eight and ending on the last day of the term of the lease shall be divided into assessment periods as follows -

(i) the first assessment period shall commence on the twenty seventh day of September one thousand nine hundred and eighty eight and run for three years; and

(ii) subsequent assessment periods shall be for successive triennial periods except for the last assessment period which shall commence on the day next after the last day of the penultimate assessment period and end on the last day of the term of the lease;

DETERMINATION OF
THE FAIR MARKET
LAND RENT

(b) That the Territory shall make or cause to be made a determination of the fair market land rent in respect of each assessment period as at the date of the commencement of such assessment period. The Territory shall within fourteen days of the determination of the rent for a period notify the Lessee of the determination and until such notification the Lessee will pay rent at the rate at which the rent for the lease was payable immediately prior to the commencement of the assessment period;

DETERMINATION BINDING
TIL SUBSEQUENT

DETERMINATION

(c) That the rent determined by the Territory and notified to the Lessee shall be binding on both the Territory and the Lessee and shall be applied for all purposes of this lease as the rent in respect of the assessment period to which it relates unless and until a subsequent determination of such fair market land rent is made by referees or a nominee acting pursuant to sub-clauses (d) and (e) of this clause and in the event of the subsequent determination being at variance with the Territory's determination an appropriate adjustment of the rent paid or to be paid under this lease shall be made;

DETERMINATION BY
REFEREES

(d) If the Lessee within forty five days of receipt of notification of the Territory's determination under sub-clause (b) of this clause gives notice in writing to the Territory that the Lessee disputes the rent determined by the Territory and the Territory and the Lessee are unable within a further thirty days to agree as to the fair market land rent for the assessment period concerned the amount of fair market land rent shall be referred for determination by two referees one to be appointed by the Territory and one to be appointed by the Lessee. Each referee shall be appointed within twenty one days of the expiration of the said period of thirty days and the referees shall be required to make a joint determination of the fair market land rent expeditiously and in any event within thirty days of the second referee being appointed. The fair market land rent jointly determined by the referees shall be binding upon both the Territory and the Lessee and shall be applied for all purposes of this lease as the fair market land rent in respect of the assessment period to which the joint determination relates. The Territory and the Lessee shall bear their own costs of such joint determination;

ARBITRATION

(e) If the two referees cannot agree within the prescribed period on the amount of the fair market land rent referred to them for determination a nominee shall be jointly appointed by them not later than fourteen days after the expiration of the said prescribed period and if they are unable to agree on a nominee as aforesaid the nominee shall be the President for the time being of the Australian Capital Territory Division of the Australian Institute of Valuers (or the President of such body or association as serves substantially the same objects as the said Division should it cease to exist) if able to act otherwise a person able to act nominated by the said President. The nominee shall resolve any points of difference between the referees and shall determine the fair market land rent as expeditiously as possible and the determination by the nominee shall be an arbitration within the meaning of paragraph (b) of sub-section (1) of Section 18B of the City Area Leases Act 1936. The fair market land rent determined by the nominee shall be binding on both the Territory and the Lessee and shall be applied for all purposes of this lease as the fair market land rent in respect of the assessment period to which the nominee's determination relates. The cost of the determination by the nominee shall be borne equally by the Territory and the Lessee;

AUDITED
STATEMENT

(f) That the Lessee shall not less than three months and not more than six months prior to the commencement of an assessment period provide the Territory with the following -

(i) a document setting out particulars of the business or businesses that were carried out on the premises for the twelve month period preceding the date the document is provided to the Territory; and

81.

6. The Commonwealth covenants with each of the Lessees of all the units as follows:-

QUIET ENJOYMENT

(a) That the Lessee paying the rent and observing and performing the covenants and stipulations on the part of the Lessee to be observed and performed shall quietly enjoy the premises without interruption by the Territory or any person lawfully claiming from or under or in trust for the Territory.

7. It is mutually covenanted and agreed by the Commonwealth and each of the Lessees of all the units as follows:

DETERMINATION

(a) That if -

(i) any rent or other moneys payable under this lease shall remain unpaid for three months next after the date appointed for payment thereof (whether such rent shall have been formally demanded or not); or

(ii) 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 on behalf of the Commonwealth may determine 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;

ACCEPTANCE OF RENT

(b) That acceptance of rent or other moneys 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;

RENT NOT REFUNDABLE

(c) That if this lease is terminated or surrendered within the period referred to in paragraph (i) of sub-clause (a) of Clause 3 the Territory shall retain the whole of the rent paid by the Lessee in advance in respect of the period referred to in paragraph (ii) of sub-clause (a) of Clause 3 as moneys due and payable by the Lessee to the Territory on termination or surrender of the lease;

FURTHER LEASE

(d) That any extension of the terms of all the leases shall be in accordance with the provisions of the Unit Titles Act 1970;

NOTICES

(e) That any notice requirement demand consent or other communication to be given to or served upon the Lessee or Corporation 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 -

(i) the Lessee at the Unit or at the registered office or last known address of the Lessee or affixed in a conspicuous position on the Unit; and

(ii) the Corporation in accordance with the provisions of the Unit Titles Act 1970;



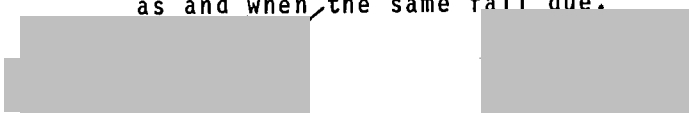
8/.

(ii) a statement certified by a registered company auditor or some other person approved in writing by the Territory of the gross revenue received from and the actual operating expenses of all sub-leases tenancies licences and other rights of occupation of the premises for the twelve month period preceding the date of the statement

the Lessee shall also provide such further details or explanations as are reasonably required by the Territory in respect of the abovementioned documents within fourteen days of receiving a request from the Territory for this information.

5. The Lessees of each of the units Nos 1-4 further covenants with the Commonwealth as follows:

- PURPOSE (a) To use the premises only for the purpose of non-retail commercial uses including professional office suites;
- GROSS FLOOR AREA (b) That the gross floor area of the building on the parcel shall not be less than 300 square metres and shall not exceed 400 square metres;
- SERVICE AREAS (h) 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;
- BUILDING SUBJECT TO CONSENT (i) That the Lessee shall not without the previous consent in writing of the Territory erect any building on the parcel or make any structural alterations to the premises;
- REPAIR (j) That the Lessee shall at all times during the said term maintain repair and keep in repair the premises to the satisfaction of the Territory;
- FAILURE TO REPAIR (k) 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 parcel 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 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 upon the parcel 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;
- RIGHT OF INSPECTION (l) To permit any person or persons authorised by the Territory to enter upon the premises at all reasonable times and in any reasonable manner to inspect the premises.
- RATES AND CHARGES (m) 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.



81.

**EXERCISE OF
COMMONWEALTH
POWERS**

- (f) 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 Territory Minister for the time being administering the City Area Leases Act 1936 or any Statute or Ordinance substituted therefor;
 - (ii) an authority or person for the time being authorised by the Minister referred to in (i) above or by law to exercise those powers or functions of the Territory the Commonwealth or the relevant Minister; or
 - (iii) the person to whom the Minister referred to in (i) above has delegated all his powers or functions under the said City Area Leases Act 1936 or any Statute or Ordinance in substitution therefor;

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

DATED this *twenty third* day of *March* 1990

SIGNED SEALED AND DELIVERED

by **STUART COLLINS**)
 Delegate of the Territory)
 Minister for and on behalf of)
 the Commonwealth in the)
 presence of:)

M. Jenkinson
 M.M. JENKINSON

Commissioner for Declarations)
 SIGNED SEALED AND DELIVERED)

Stuart Collins

[Redacted Signature Area]

[Redacted Signature Area]

R. P. Makkinga J.P.

ROBERT PATRICK MAKKINGA
 4 Cuthbertson Cres Oxley A.C.T.
 Justice of the Peace

Form 5

Real Property (Unit Titles) Act 1970

UNITS PLAN NO .

Block 28 Section 346 Division of Kambah

SCHEDULE OF PROVISIONS COVENANTS AND CONDITIONS SUBJECT TO WHICH THE
LEASE OF THE COMMON PROPERTY IS HELD

1. The term of the lease expires on the twenty sixth day of September two thousand and eighty seven.
2. The rent reserved by and payable under the lease is Five cents per annum if and when demanded.
3. Proprietors - Units Plan No. (hereinafter called "the Corporation") covenant with the Commonwealth of Australia (hereinafter called "the Commonwealth") as follows:-
 - (a) To pay to the Territory or to such person as may be authorised by the Territory for that purpose 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 Corporation;
 - (b) That the Corporation shall at all times during the term of the lease maintain repair and keep in repair to the satisfaction of the Territory all buildings or parts of buildings landscaping hardstanding car parking and all other improvements on the common property;
 - (c) That the Corporation shall not without the previous approval in writing of the Territory erect any building or make any structural alterations in any building or part of a building or other improvements on the common property;
 - (d) That the Corporation 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 common property is suitably screened from public view;
 - (e) That the Corporation shall provide and maintain facilities for the disabled to a standard acceptable to the Territory to ensure that disabled persons are given full opportunity for access to all parts of the premises;
 - (f) If and whenever the Corporation is in breach of the Corporation's obligations to maintain repair and keep in repair the common property the Territory may by notice in writing to the Corporation specifying the repairs and maintenance needed require the Corporation 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 parcel is beyond reasonable repair the Territory may by notice in writing to the Corporation require the Corporation to remove the building or improvement and may require the Corporation to construct a new building or improvement in place of that removed within the time specified in the notice. If the Corporation 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 upon the parcel 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 Corporation 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 Corporation;
 - (g) To permit any person or persons authorised by the Territory to enter and inspect the common property at all reasonable times and in any reasonable manner;



177 of 283 To use the common property for the purpose of performing its duties exercising its powers and performing its functions imposed or conferred on it by the Unit Titles Act and amendments thereunder.

(i) That any extension of the terms of the lease of the common property shall be in accordance with the provisions of the Unit Titles Act 1970.

4. It is mutually covenanted and agreed by the Commonwealth of Australia and the Corporation as follows:-

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 Territory Minister for the time being administering the City Area Leases Act 1936 or any Statute or Ordinance substituted therefor;

(ii) an authority or person for the time being authorised by the Minister referred to in (i) above or by law to exercise those powers or functions of the Territory the Commonwealth or the relevant Minister; or

(iii) the person to whom the Minister referred to in (i) above has delegated all his powers or functions under the said City Area Leases Act 1936 or any Statute or Ordinance in substitution therefor;

5. In this Lease "Minister" means the Territory Minister for the time being administering the City Area Leases Act 1936 or any Statute or Ordinance substituted therefor.

6. In this Lease "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;

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

Dated this *twenty third* day of *March* 1990

SIGNED SEALED AND DELIVERED

by *STUART COLLINS*)
Delegate of the Territory)
Minister for and on behalf of)
the Commonwealth in the)
presence of:)

M. M. Jenkinson

M. M. JENKINSON
Commissioner for Declarations

SIGNED SEALED AND DELIVERED)
in my presence by the said:)

[Redacted])
[Redacted])

R. P. Makkinga JP

ROBERT PATRICK MAKKINGA
4 Cuthbertson Cres Oxley A.C.T.
Justice of the Peace

SUBJECT: SECTION 22 APPROVAL BLOCK 28 SECTION 346 KANBAH
 LESSEE [REDACTED]

Assistant Director
 REDEVELOPMENT SECTION

REF:

On 8/3/90 final approval to subdivide the above block was given pursuant to Section 16 of the Unit Titles Ordinance (folio 133)

A request has now been received for endorsement of the documents pursuant to Section 22 of the Ordinance.

No plans for alterations or additions to the buildings have been lodged at Building Section since the approval pursuant to Section 16 was given.

The Lessee, so far as it is known, is not in breach of any provision or requirement of the City Area Leases Ordinance.

The submitted documents are in accordance with the approved proposal.

An endorsement by a registered surveyor has been entered on Form 1 as required by Section 22(3).

A compliance certificate was issued on 11/2/90 (folio 134).

Clearance for the landscape has been given by the NCDC on (folio 107) , ~~OR Bond and Surety documents executed on~~ (folios)

RECOMMENDATION

I recommend that as delegate of the minister you endorse the documents pursuant to Section 22(4) of the Unit Titles Ordinance to enable the proposal to be registered pursuant to the Real Property (Unit Titles) Ordinance

M Jenkinson

Multi Unit Leases - RESIDENTIAL

23.3.90

Gallens Crowley & Chamberlain

BARRISTERS & SOLICITORS

incorporating Thompson & Meagher and Phillips & Co.

141

9th Floor, Canberra House,
Cnr Marcus Clarke & Alinga Streets,
Canberra, A.C.T. 2601G.P.O. Box 240, Canberra,
A.C.T. 2601

Telephone: (062) 74-0999

DX5633 Canberra

Fax: (062) 74-0888

Your Ref: Barry Giddins
Our Ref: RPM:CAB 3972/89

March 21, 1990

Office of Industry & Development
220 Northbourne Avenue
BRADDON ACT 2601

Dear Sir,

Re: Units Plan - Block 28 Section 346 Kambah

Enclosed herewith is executed Units Plan by the abovenamed Lessees.

The Crown's right to invoke more onsite car parking is not acknowledged. Enclosed is a copy of letter to Project Co-Ordination from NCDC dated 16th November, 1988. We also note that a Certificate of Compliance has issued for the subject land.

Please advise when the Delegate of the Minister has executed the Units Plan.

Yours faithfully,
GALLENS CROWLEY & CHAMBERLAIN

per:

BOB MAKKINGA
(Direct Line - 74 0924)

(8105B)

Encl.

Partners
T. J. Chamberlain LL.B.
Peter Crowley LL.B.
J. D. Bradley B.Ec., LL.B., A.A.S.A.
Philip R. Smith LL.B.

Christopher J. Crowley LL.B.
W. Brian Loftus
Thomas F. Meagher LL.B.
Nicholas J. Symons LL.B.
Keith A. Bradley B.A., LL.B.

Con Kourpanidis B.A., LL.B.
Alfonso del Rio B. Sc., LL.B.
John S. Snell B.Ec., LL.B.

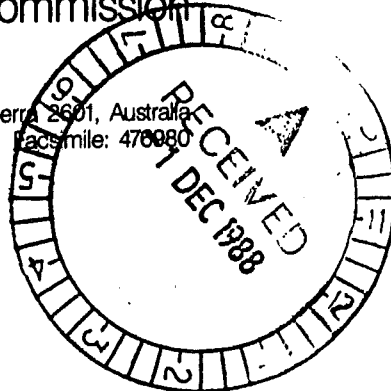
Consultant
Elizabeth M. Symons B.A., LL.B.
Associate
William McCarthy LL.B.



National Capital Development Commission

220 Northbourne Ave., Canberra, A.C.T. G.P.O. Box 373 Canberra 2601, Australia
 Telephone: (062) 46 8211 Telegrams: Comdev Canberra Telex: 62673 Facsimile: 476980
 All correspondence to be addressed to The Secretary and Manager.

In reply please quote: **SP 13237**
M Grayson:LT



Dear Sir,

BLOCK 28 SECTION 346 KAMBAH

Reference is made to your sketch plans for the above block submitted on 17 October 1988. The plans have now been considered and there is no objection to the provision of only ten carparking spaces on-site nor the preparation of working drawings subject to :

- i) a minimum driveway width of 6 metres;
- ii) amendments to the external design of the building in recognition of the visible nature of the site and the established urban design of the village centre. Suggested alterations to the eastern elevation are enclosed;
- iii) consistent with the village centre and adjacent approved restaurant, roofing shall be of a neutral non-reflective tone.

The working drawings should include :

1. a full schedule of external materials, colours and finishes and signs;
2. landscape details to include number and species of vegetation;
3. details of signage;
4. method proposed for the disposal of stormwater.

Any enquiries regarding the above may be directed to Mark Grayson on 46 8430.

Yours faithfully,

Alan Phillips

ALAN PHILLIPS
 SECRETARY AND MANAGER

16 November 1988

Ref: 001/340/28

Gallens, Crowley and Chamberlain
Barristers and Solicitors
GPO Box 240
CANBERRA ACT 2601

← by hand 12/3/90
mf.

Dear Sir/Madam

BLOCK 28 SECTION 346 KAMBAH - UNIT TITLE APPLICATION
LESSEE: [REDACTED]

Your application has been approved by the delegate under Section 16 of the Unit Titles Act. Forms 4 & 5 as required by the Real Property (Unit Titles) Act have been prepared in triplicate⁷ are enclosed herewith for execution by the lessee.

Forms 4 & 5 reconcile the provisions, covenants and conditions of the present Crown Lease registered in the Land Titles Office. The covenant requiring the provision of hardstanding carparking (Clause 4(f)) has not been carried forward to Forms 4 & 5, though the maintenance of carparking has been stipulated on Form 5.

In 1988 the National Capital Development Commission gave design and siting approval to the development, conceding that the parcel does not accommodate the Crown Lease carparking covenant and on the grounds that there are sufficient carparking facilities on the opposite side of Kett Street to counter the lack of on-site parking. However, you are advised the Crown Lease still contains the carparking requirement of 3.65 cars per 100m² of gross floor area, and that at any time in the future if more on-site carparking is required this covenant may be invoked.

Please submit forms 1-5 in triplicate (signed by the lessee) for final approval and endorsement by the delegate under section 22 of the Act. Please note the duplicates must be on good quality legal paper. When submitting the plans please advise if any alterations have been made to the building plans since the application was lodged.

You may send the executed documents either to the Document Exchange DX 5639 or deliver them to the Land Planning and Information counter, Ground Floor Braddon Offices 220 Northbourne Ave Canberra.

Yours faithfully


Barry Giddins
for Director
Redevelopment Section
Lands Branch

7 March 1990

FILE COPY



MEMORANDUM

TO FILE

FROM Derek Mollison

FILE No.
SP 13237

DATE 27.2.87.

SUBJECT Site selection - Office/Professional Site: Kambah

MESSAGE

I spoke to Mal Denning concerning parking requirements on 28/346, and cleared up confusion concerning max. GFA allowed for the site and the consequent car parking provision requirements. Max. G.F.A. prescribed is 400m², → at 3.65 spaces per 100m² G.F.A., required provision for 400m² G.F.A. is 14.6 spaces. However he agreed this provision was still not feasible on the site in question and supported the suggestion of allowing a concession in parking requirements due to the presence of suitable parking facilities on the opposite side of Kett Street. (See Development Guidelines Drawing.)

ACTION

DESIGN AND SITING SUBMISSION FORM

CP C/CP SECTION HEAD
BLOCK SECTION SUBURB
File No.
DT&LG

1) PROPOSAL:

2) PROJECT ASSESSMENT:

iv. Roofing material

As a highly reflective material the zincalume roofing is not desirable. Consistent with the village centre and adjacent approved restaurant, roofing shall be of a neutral non reflective tone. ✓

v. External design

Support comments by C.A. et Folio No 82. ✓

vi. Carpark dimensions

Reversing and general manoeuvring areas o.k. Only 6 metres provided between spaces Nos 5 to 6 and the garbage area. Acceptable given the limited alternative sites for the garbage enclosure.

3) RECOMMENDATION - Refuse/Approve:

Policy Reference: Design & Siting Policies

ACTION OFFICER: M. Grayson

~~Refusal/Approval~~ Endorsed [Signature]

NCDC Delegate

DESIGN AND SITING SUBMISSION FORM

Preliminary sketch plans.

CP C/CP SECTION HEAD Rev Nichols.

BLOCK 28. SECTION 346 SUBURB Karrah.

File No. S.P. 13237

DT&LG
~~.....~~

1) PROPOSAL:

Non retail/commercial development.

2) PROJECT ASSESSMENT:

i) G.F.A. G.F.A proposed at UCOM is consistent with lease. Support G.F.A.

ii) Carparking provision
14 spaces required for a q.p.a of UCOM. Only 10 provided. No objection on the basis of an adjacent on street parking in insetted bay and proposed public carpark to the immediate north of the pathway/reserve. See also minute of support room. Mich Manning - Folio No 20.
Support the provision of ten spaces.

iii) Garbage service
Peter Mylrea (A.C.T.A.) advises that a development of this size could be serviced by a trolley bin which ~~could be~~ picked up local side. No objection therefore to garbage enclosure siting.

(See next page →)

3) RECOMMENDATION - Refuse/Approve:

Policy Reference:

ACTION OFFICER:

Refusal/Approval Endorsed

NCDC Delegate

...../...../.....

MINUTE PAPER

SUBJECT: Carparking - Block 28 Section 346 Kambah

Director
Lease Administration

*Under the circumstances,
I cannot see that we have REF a leg to stand on to make
them put in extra carparking at this stage!
We seem to have no choice but to process the
UTO app'n forthwith. J. Coleman
1/3/90.*

Background

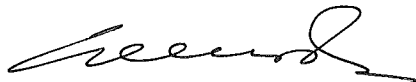
This file was brought to me today by Barry Giddins of the Redevelopment Section. He is processing the Unit Title application which is well down the track at this stage.

The concern was raised that the lessee doesn't have the required number of carparking spaces, as required by lease covenant 4(f) folio 127. The lease requires 3.65 spaces per 100 square metres of GFA. The plans submitted had some 397 square metres of GFA requiring then a minimum of 14 carparks, ~~but~~ the plans, as approved at folio 58, provided only for 10. To further complicate this matter a compliance certificate was issued on 14 February 1990 (folio 134), on the basis of the plan approval and the further inspection done, folio 99.

Subsequent discussions with Mr Giddins reveal that by his observations the lessee would have difficulty finding the space on the land for the additional carparking required. Also if we now insist on it at this late stage it is likely to meet with great opposition from the lessee and may even result in compensation claims against the Commonwealth. There is also an ample supply of off site parking surrounding this block and it appears to not be in an area that experiences parking difficulties.

Recommendation

That you agree to not pursue additional carparking requirements at this stage given the sequence of errors by this office and the likely repercussions from the lessee.



Carl Thompson
OIC Compliance

/ March 1990

CERTIFICATE SITED

11/10/89

70779

134



Department of Territories

Residential Leases Branch

Australian Capital Territory
City Area Leases Ordinance 1936 Section 28

CERTIFICATE OF COMPLIANCE

LS3/13(8/86)
53-13-0539-9

Division	Section	Block
KAMBAH	346	28

PURSUANT TO SECTION 28 OF THE CITY AREA LEASES ORDINANCE 1936, I CERTIFY THAT I AM SATISFIED THAT THE BUILDING AND DEVELOPMENT COVENANTS CONTAINED IN THE CROWN LEASE

REGISTERED VOLUME 1124 FOLIO 41
HAVE BEEN COMPLIED WITH

DATED THIS 14th DAY OF FEBRUARY 19 90

M. A. G. ...
.....
(Delegate of the Minister)

Received by

.....
Signature

M. A. G. ...
.....
Name of Person, Firm or Agent

14 / 2 / 90

MINUTE PAPER

SUBJECT: SUBMISSION SECTION 16 UTA APPROVAL
BLOCK 28 SECTION 346 DIVISION KAMBAH

DEPUTY DIRECTOR
REDEVELOPMENT SECTION

REF:

PURPOSE

To obtain your approval to an application to sub-divide the abovementioned block under the Unit Titles Act 1970.

BACKGROUND

.At folio 81 is an application to sub-divide the above block.

.Fees of \$1050.00 were paid on 20/11/89 .(folio 81)

.Forms 1-3 have been checked to ensure that the provisions of the UTA have been followed - folios 101 & 102.

.Relevant authorities have been asked for comment, the results being:
(A)BUILDING CONTROLLER The Director Building Section has advised that each of the units would be suitable for separate occupation and use with respect to the purpose covenant of the lease (folio 90)

(B)A.V.O. The Manager Australian Valuation Office has advised that the schedule of unit entitlements were not considered reasonable with respect to the values of the units (folio 112). The lessee has agreed to amend Form 2 (folio 113)

(C)DIRECTOR - LEASE ADMINISTRATION. I am unaware of the lessee being in breach of any covenant of the existing lease or any other requirement of the City Area Lease Act (folio 99). COMPLIANCE CERTIFICATE at folio 108.

(D)AUSLIG Through: REGISTRAR OF TITLES The units plan has been examined and cleared by the Titles Office (folio 110).


.Forms 4 & 5 have been prepared in accordance with the provisions set out in the Real Property (Unit Titles) Act (folio 122).

.CALA lease for a term of 99 years commencing on 28/07/89 (folio 132).

.A reconciliation of the current lease conditions is at folio 103-104.

RECOMMENDATION

- (1)That you approve the above application and
- (2)you approve the format of Forms 4 & 5 attached.


Barry Giddins
UNIT TITLES OFFICER
27/02/1990

Alan Timmins for ITPA indicated they had accepted the 10 car spaces of required 4 x 3.65 & supplied f136, 137 & 138. Mr. Swaley advised amendment to Form 5 to delete carpark requirement and

APPROVED subject to referral to the Lease Certification Officer prior to commitment.


DEPUTY DIRECTOR
REDEVELOPMENT SECTION
8/3/1990

Refer 9/3/90. maintain compliance as per clause 3(b) Form 5.

Spollin 8 March 90

Entered in Register Book Vol. 1124...Folio...41...

M. Alexander Registrar of Titles
M. ALEXANDER Deputy - 3 AUG 1989

THE COMMONWEALTH OF AUSTRALIA

AUSTRALIAN CAPITAL TERRITORY

CITY AREA LEASES ORDINANCE 1936

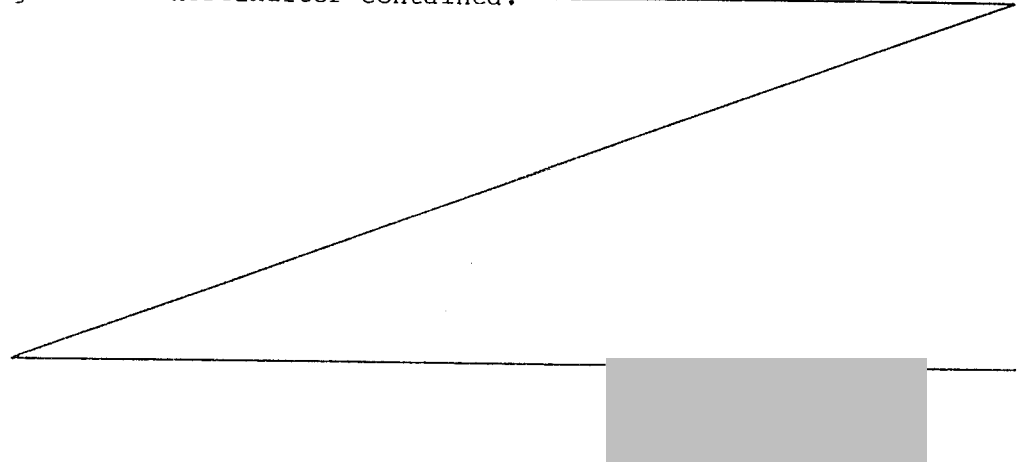
LEASE GRANTED pursuant to the City Area Leases Ordinance 1936 and the Regulations thereunder on the twenty eighth day of July One thousand nine hundred and eighty nine WHEREBY THE COMMONWEALTH OF AUSTRALIA (hereinafter called "the Commonwealth") grants to [redacted] in the Australian Capital Territory and [redacted] of the same address as tenants in common in equal shares (hereinafter called "the Lessee") ALL THAT piece or parcel of land situate in the City Area in the Australian Capital Territory containing an area of 703 square metres or thereabouts and being Block 28 Section 346 Division of Kambah as delineated on Deposited Plan Number 5953 in the office of the Registrar of Titles at Canberra in the said Territory and being the land shown by pink colour on the plan annexed hereto (hereinafter referred to as "the land") RESERVING unto the Commonwealth all minerals TO HOLD unto the Lessee for the term of 99 years commencing on the twenty seventh day of September One thousand nine hundred and eighty eight (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 (d) of Clause 4 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.

LESSEE

LAND

TERM

27/9/88
99
26/9/2087



1. IN THIS LEASE unless the contrary intention appears:

- (a) "accounting year" means each consecutive period of twelve months or proportion thereof ending on the thirtieth day of June or ending on such other date approved in writing by the Commonwealth in each year (and on the last day of the term of the lease) the first such period commencing from the date of the commencement of the lease;
- (b) "assessed rental value" means the assessed gross revenue less the assessed operating expenses of the premises calculated from time to time in accordance with the terms of the lease;
- (c) "assessed gross revenue" means the total annual revenue of any description whatsoever that might reasonably be expected to be obtained from the premises (without limiting the generality of the foregoing shall include revenue from all sub-leases tenancies licences or other rights of occupation carparking and naming rights) determined -
 - (i) by reference to market circumstances and values applying at the date of assessment; and
 - (ii) on the basis that the building is completed fitted out and in good and tenantable repair whether or not that be the fact;
- (d) "assessed operating expenses" means the assessed annual operating expenses which might reasonably be expected to be incurred by the Lessee in the operation management and maintenance of the premises taking one year with another but limited to -
 - (i) rates and other periodic statutory outgoings of a like nature;
 - (ii) maintenance repairs garbage collection cleaning caretaking security services and promotional expenses;
 - (iii) electricity oil water gas and other fuels (other than supplies separately metered to particular sub-lessees or occupiers and charged direct to them by the supplier);
 - (iv) insurance of the premises including insurance for loss of rent (other than loss arising out of inability to procure tenants or failure of tenants to pay rent) and public liability insurance;
 - (v) management fees not exceeding two and one half per centum of the assessed gross revenue;

BUT shall not include rent payable by the Lessee under the lease capital repayments amortisation on the building interest fees or other charges in respect of any loan;

- (e) "building" means the 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 fixtures fittings (including floor coverings) plant amenities and appurtenances thereof and therein contained or thereon affixed or if the context so admits any part thereof;

1 (a)



(f) "gross floor area" means the sum of the gross areas of the floor or floors of the building measured from the external faces of the exterior walls or from the centre lines of walls separating the building from any other building BUT EXCLUDING any used solely for fixed mechanical plant essential to the operation of the building elevator shafts stairwells and pedestrian walkways;

1 (c)

(g) "Lessee" shall -
(i) where the Lessee shall consist of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;

1 (d)

(ii) where the Lessee shall consist 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 the persons and each of them 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;

1 (e)

(h) "minimum rent" means the amount of twenty thousand dollars per annum;

?

(i) "percentage rent" means twenty per centum per annum of the assessed rental value;

1 (f)

(j) "premises" means the land building and all other improvements on the land.

2. THE LESSEE COVENANTS WITH THE COMMONWEALTH as follows:

RENT

(a) That the Lessee will pay to the Commonwealth -

3 (a)

(i) the minimum rent for the period commencing on the twenty seventh day of September One thousand nine hundred and eighty eight and ending on the twenty sixth day of September One thousand nine hundred and eighty nine payable on the date of the commencement of the lease; and

(ii) the minimum rent for the period commencing on the twenty seventh day of September One thousand nine hundred and eighty nine and ending on the twenty sixth day of September One thousand nine hundred and ninety four payable by equal quarterly payments in advance on the first day of the months of January April July and October in each year and proportionately for any fraction of a quarter the first of such payments to be made on the twenty seventh day of September One thousand nine hundred and eighty nine;

(iii) for the remainder of the lease term the percentage rent determined from time to time in accordance with the provisions of Clause 3 hereof OR the minimum rent whichever is the greater payable by equal quarterly payments in advance on the first day of the months of January April July and October in each year and proportionately for any fraction of a quarter the first of such payments to be made on the twenty seventh day of September One thousand nine hundred and ninety four;



ADDITIONAL RENT

(b) That if any rent or other moneys payable under this lease shall remain unpaid after the date appointed for its payment the Lessee shall on demand pay to the Commonwealth as additional rent a sum calculated on the amount of the unpaid rent or other moneys owing under the lease at a rate of fifteen per centum per annum during any period that the rent or other moneys remain unpaid and computed from the date appointed to the date upon which such payments are made;

✓

MANNER OF PAYMENT OF RENT

(c) That any rent or other moneys payable by the Lessee to the Commonwealth under this lease shall be paid to such person as may be authorised by the Commonwealth for that purpose at Canberra in the said Territory without any deduction whatsoever.

✓

3. IT IS MUTUALLY COVENANTED AND AGREED as follows:

ASSESSMENT PERIODS

(a) That the lease period commencing on the twenty seventh day of September One thousand nine hundred and eighty eight and ending on the last day of the term of the lease shall be divided into assessment periods as follows -

H(a)

(i) the first assessment period shall commence on the twenty seventh day of September One thousand nine hundred and ninety four and run for three years; and

(ii) subsequent assessment periods shall be for successive triennial periods except for the last assessment period which shall commence on the day next after the last day of the penultimate assessment period and end on the last day of the term hereof;

DETERMINATION OF ASSESSED RENTAL VALUE

(b) That the Commonwealth shall make or cause to be made a determination of the assessed rental value in respect of each assessment period as at the date of commencement of such assessment period and shall calculate the annual rental for such period by applying the percentage rent to the assessed rental value so determined. The Commonwealth shall within fourteen days of the determination of the assessed rental value for a period notify the Lessee of the determination and of the annual rental payable by the Lessee for the assessment period and until such notification the Lessee will pay the rent at the rate at which rent for the lease was payable immediately prior to the commencement of the assessment period;

H(b)

DETERMINATION BINDING UNTIL SUBSEQUENT DETERMINATION

(c) That the assessed rental value determined by the Commonwealth and notified to the Lessee shall be binding on both the Commonwealth and the Lessee and shall be applied for all purposes of this lease as the assessed rental value in respect of the assessment period to which it relates unless and until a subsequent determination of such assessed rental value is made by referees or a nominee acting pursuant to sub-clauses (d) and (e) of this clause and in the event of the subsequent determination being at variance with the Commonwealth's determination an appropriate adjustment of the rent paid or to be paid under this lease shall be made;

H(c)

DETERMINATION BY REFEREES

(d) If the Lessee within forty five days of receipt of notification of the Commonwealth's determination under sub-clause (b) of this clause gives notice in writing to the Commonwealth that the Lessee disputes the assessed rental value determined by the Commonwealth and the Commonwealth and the Lessee are unable within a further thirty days to agree as to the assessed rental value for the assessment period concerned the

H(d)



amount of assessed rental value shall be referred for determination by two referees one to be appointed by the Commonwealth and one to be appointed by the Lessee. Each referee shall be appointed within twenty one days of the expiration of the said period of thirty days and the referees shall be required to make a joint determination of the assessed rental value expeditiously and in any event within thirty days of the second referee being appointed. The assessed rental value jointly determined by the referees shall be binding upon both the Commonwealth and the Lessee and shall be applied for all purposes of this lease as the assessed rental value in respect of the assessment period to which the joint determination relates. The Commonwealth and the Lessee shall bear their own costs of such joint determination;

ARBITRATION

- H(e)
- (e) If the two referees cannot agree within the prescribed period on the amount of the assessed rental value referred to them for determination a nominee shall be jointly appointed by them not later than fourteen days after the expiration of the said prescribed period and if they are unable to agree on a nominee as aforesaid the nominee shall be the President for the time being of the Australian Capital Territory Division of the Australian Institute of Valuers (or the President of such body or association as serves substantially the same objects as the said Division should it cease to exist) if able to act otherwise a person able to act nominated by the said President. The nominee shall resolve any points of difference between the referees and shall determine the assessed rental value as expeditiously as possible and the determination by the nominee shall be an arbitration within the meaning of paragraph (b) of sub-section () of Section 18B of the City Area Leases Ordinance 1936. The assessed rental value determined by the nominee shall be binding on both the Commonwealth and the Lessee and shall be applied for all purposes of this lease as the assessed rental value in respect of the assessment period to which the nominee's determination relates. The cost of the determination by the nominee shall be borne equally by the Commonwealth and the Lessee;

AUDITED
STATEMENT

- H(f)
- (f) That the Lessee will not less than three months and not more than six months prior to the commencement of an assessment period provide the Commonwealth with the following -
- (i) a document setting out particulars of the business or businesses that were carried out on the premises for the twelve month period preceding the date the document is provided to the Commonwealth; and
 - (ii) a statement certified by a registered company auditor or some other person approved in writing by the Commonwealth of the gross revenue received from and the actual operating expenses of all sub-leases tenancies licences and other rights of occupation of the premises for the twelve month period preceding the date of the statement

The Lessee shall also provide such further details or explanations as are reasonably required by the Commonwealth in respect of the abovementioned documents within fourteen days of receiving a request from the Commonwealth for this information.



COMMENCEMENT OF BUILDING

N/A

COMPLETION OF BUILDING

DEVELOPMENT ON UNLEASED COMMONWEALTH LAND

N/A

PURPOSE

5(a)

GROSS FLOOR AREA

5(b)

CARPARKING

? =>

DISABLED PERSONS ACCESS

? =>

SERVICE AREAS

5(h)

BUILDING SUBJECT TO APPROVAL

5(i)

REPAIR

5(j)

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

(a) That the Lessee will within six months from the date of the commencement of the lease or within such further time as may be approved in writing by the Commonwealth for that purpose commence to erect -

a building development including installations carparking area service yard paving and landscaping on the land at a cost not less than the sum of two hundred thousand dollars

in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Commonwealth;

(b) That the Lessee will within fifteen months from the date of the commencement of the lease or within such further time as may be approved in writing by the Commonwealth complete the erection of the said building development including installations carparking area service yard paving and landscaping in accordance with the said plans and specifications and in accordance with every Statute Ordinance or Regulation applicable thereto;

(c) That the Lessee will commence and complete within six and fifteen months respectively from the date of the commencement of the lease or within such further time as may be approved in writing by the Commonwealth and prior to commencement of any trading or business from the premises paving and landscaping to a standard acceptable to the Commonwealth on unleased Commonwealth land shown by blue colour on the plan annexed hereto in accordance with plans and specifications previously submitted to and approved in writing by the Commonwealth;

(d) To use the premises only for the purpose of non-retail commercial uses including professional office suites;

(e) That the gross floor area of the building shall not exceed 400 square metres and shall not be less than 300 square metres;

(f) That the Lessee shall provide and maintain an approved hardstanding carparking area sufficient to accommodate a minimum of 3.65 vehicles for every 100 square metres or part thereof of gross floor area of the building;

(g) That the Lessee shall provide and maintain facilities for the disabled to a standard acceptable to the Commonwealth to ensure that disabled persons are given full opportunity for access to all parts of the premises;

(h) That the Lessee shall screen and keep screened all service areas to the satisfaction of the Commonwealth and shall ensure that all plant and machinery contained within the premises is suitably screened from public view;

(i) That the Lessee will not without the previous consent in writing of the Commonwealth erect any building on the land or make any structural alterations to the premises;

(j) That the Lessee will at all times during the said term maintain repair and keep in repair the premises to the satisfaction of the Commonwealth;



(k) If and whenever the Lessee is in breach of the Lessee's obligations to maintain repair and keep in repair the premises the Commonwealth 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 Commonwealth is of the opinion that a building or some other improvement on the land is beyond reasonable repair the Commonwealth 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 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 Commonwealth any person or persons duly authorised by the Commonwealth with such equipment as is necessary may enter upon the land and carry out the necessary work and all costs and expenses incurred by the Commonwealth in carrying out the work shall be paid by the Lessee to the Commonwealth 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 Commonwealth by the Lessee;

5(k)

RIGHT OF INSPECTION

(1) To permit any person or persons authorised by the Commonwealth to enter and inspect the premises at all reasonable times and in any reasonable manner;

5(l)

RATES AND CHARGES

(m) 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.

5(m)

QUIET ENJOYMENT

5. THE COMMONWEALTH COVENANTS WITH THE LESSEE that the Lessee paying the rent and observing and performing the covenants and stipulations on the part of the Lessee to be observed and performed shall quietly enjoy the premises without interruption by the Commonwealth or any person lawfully claiming from or under or in trust for the Commonwealth.

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6. IT IS MUTUALLY COVENANTED AND AGREED as follows:

DETERMINATION

(a) That if -

- (i) any rent or other moneys payable under this lease shall remain unpaid for three months next after the date appointed for payment thereof (whether such rent shall have been formally demanded or not); or
- (ii) a building in accordance with sub-clause (a) of Clause 4 of this lease is not commenced within the period specified in the said sub-clause; or
- (iii) a building in accordance with sub-clause (a) of Clause 4 of this lease is not completed within the period specified in sub-clause (b) of the said clause; or
- (iv) development works in accordance with sub-clause (c) of Clause 4 of this lease is not completed within the period specified in the said sub-clause; or
- (v) 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 Commonwealth specifying the nature of such breach

7



the Commonwealth may determine this lease but without prejudice to any claim which 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 or other moneys by the Commonwealth during or after any period referred to in paragraph (ii) (iii) (iv) or (v) of sub-clause (a) of this clause shall not prevent or impede the exercise by the Commonwealth of the powers conferred upon it by sub-clause (a) of this clause;

RENT NOT REFUNDABLE

(c) That if this lease is terminated within the period referred to in paragraph (i) of sub-clause (a) of clause 2 the Commonwealth shall retain the whole of the rent paid by the Lessee in advance in respect of the period referred to in paragraph (i) of sub-clause (a) of clause 2 as moneys due and payable by the Lessee to the Commonwealth on termination of the lease;

FURTHER LEASE

7

(d) That if at the expiration of this lease the Commonwealth shall have decided not to sub-divide the land and that it is not required for any Commonwealth purpose and the Commonwealth shall have declared the land to be available for lease 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 (including re-appraisalment of rent) as may then be provided or permitted by Statute Ordinance or Regulation;

NOTICES

(e) 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 Commonwealth 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 COMMONWEALTH POWERS

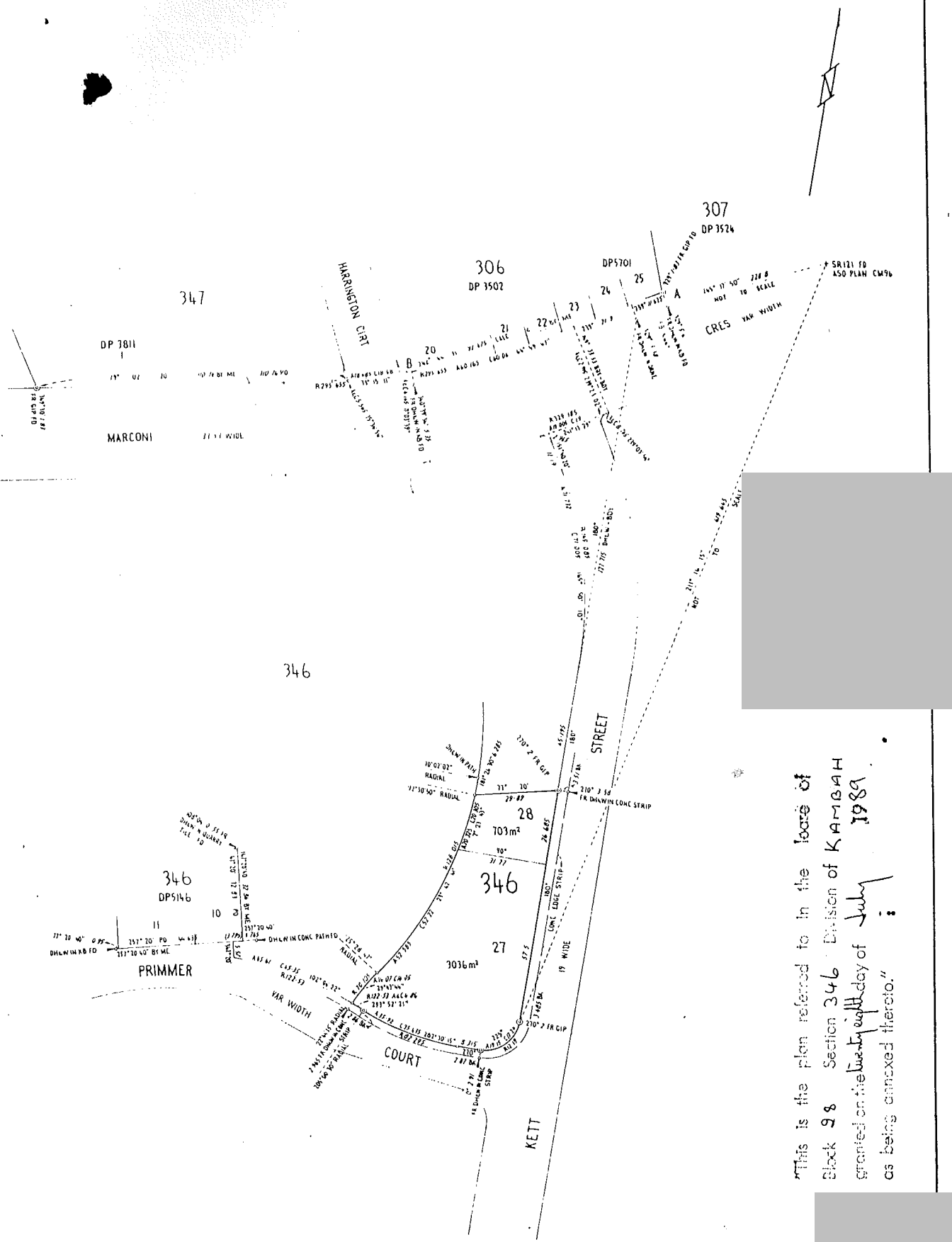
(f) Any and every right power and or remedy conferred on the Commonwealth or the Minister hereunder or implied by law may be exercised on behalf of the Commonwealth or the Minister as the case may be by:

(i) the Minister of State of the Commonwealth for the time being administering the City Area Leases Ordinance 1936 or any Statute or Ordinance substituted therefor or the Member of the Executive Council of the Commonwealth for the time being performing the duties of such Minister;

(ii) an authority or person for the time being authorised by the Minister of State referred to in (i) above or by law to exercise those powers or functions of the Commonwealth or the Minister; or

(iii) the person to whom the Minister of State referred to in (i) above has delegated all his powers or functions under the said City Area Leases Ordinance 1936 or any Statute or Ordinance in substitution therefor.





This is the plan referred to in the locote of Block 98 Section 346 Division of KAMBAH granted on the twenty eighth day of July 1989 as being annexed thereto.

Reduction ratio 2:082

The word 'bearing' used in conjunction with the broken lines on this plan indicates that services have been or may be encountered in the areas so delineated. REFERENCE MARKS

⊙ Denotes G.P. in road 1-83 relative from T.P.

(Except as otherwise shown)

As shown A.B. 1989/1

<p>JOHN WILLIAM HESLOP JOHN WILLIAM HESLOP 25-3-83 2.5.83</p>	<p>PLAN OF BLOCKS 27 & 28 SECTION 346 DIVISION: KAMBAH DISTRICT: TUGGERANONG AUSTRALIAN CAPITAL TERRITORY Field Books A1814 SCALE 1:100 0 5 10 20 40 50 METRES 7/12/89</p>	<p>Deposited in the office of the Registrar of Titles at Canberra in the Australian Capital Territory on 28 July 1989 at 5 o'clock in the afternoon of that day.</p> <p>7/12/89</p>
<p>Let it be stated that this plan is intended to be read in conjunction with the Ordinance of 1983.</p>	<p>7/12/89</p>	<p>DEPOSITED PLAN 5953</p>

Form 4

RENTAL

Real Property (Units Titles) Act 1970

UNITS PLAN NO .

Block 28 Section 346 Division of Kambah.

SCHEDULE OF PROVISIONS COVENANTS AND CONDITIONS
SUBJECT TO WHICH LEASES OF UNITS ARE HELD

INTERPRETATION

1. In the Lease of each of the units unless the contrary intention appears:
 - (a) "accounting year" means each consecutive period of twelve months or proportion thereof ending on the thirtieth day of June or ending on such other date approved in writing by the Territory in each year (and on the last day of the term of the lease) the first such period commencing from the date of the commencement of the lease;
 - (b) "assessed rental value" means the assessed gross revenue less the assessed operating expenses of the premises calculated from time to time in accordance with the terms of the lease;
 - (c) "assessed gross revenue" means the total annual revenue of any description whatsoever that might reasonably be expected to be obtained from the premises (without limiting the generality of the foregoing shall include revenue from all sub-leases tenancies licences or other rights of occupation carparking and naming rights) determined -
 - (i) by reference to market circumstances and values applying at the date of assessment; and
 - (ii) on the basis that the building is completed fitted out and in good and tenantable repair whether or not that be the fact;
 - (d) "assessed operating expenses" means the assessed annual operating expenses which might reasonably be expected to be incurred by the Lessee in the operation management and maintenance of the premises taking one year with another but limited to -
 - (i) rates and other periodic statutory outgoings of a like nature;
 - (ii) maintenance repairs garbage collection cleaning caretaking security services and promotional expenses;
 - (iii) electricity oil gas and other fuels (other than supplies separately metered to particular sub-lessees or occupiers and charged directly to them by the supplier);
 - (iv) insurance of the premises including insurance for loss of rent (other than loss arising out of inability to procure tenants or failure of tenants to pay rent) and public liability insurance;
 - (v) management fees not exceeding two and one half per centum of the assessed gross revenue;

BUT shall not include rent payable by the Lessee under the lease capital repayments amortisation on the building interest fees or other charges in respect of any loan;

- (e) "building" means the building or buildings on the parcel at the date of the commencement of the lease and any building or buildings constructed on the parcel 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 machinery and appurtenances thereof and therein contained or if the context so admits any part thereof;
- (f) "corporation" means the body corporate under the name of 'The Proprietors' - Unit Plan No. ;
- (g) "gross floor area" means the sum of the gross areas of the floor or floors of the building measured from the external faces of the exterior walls or from the centre lines of walls separating the building from any other building;
- (h) "Lessee" shall -
- (i) where the Lessee shall consist of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
 - (ii) where the Lessee shall consist 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 the persons and each of them 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;
- (i) "minimum rent" means the amount of twenty thousand dollars per annum;
- (j) "premises" means the land building and all other improvements on the parcel.
- (k) "Minister" means the Territory Minister for the time being administering the City Area Leases Act 1936 or any Statute or Ordinance substituted therefor.
- (l) "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;

TERM

2. The term of the lease of each of the units expires on the twenty sixth day of September two thousand and eighty seven.
3. The Lessees of each of the Units Nos 1-4 Covenants with the Territory as follows:

RENT

- (a) That the Lessee shall pay to the Territory -
- (i) the minimum rent for the period commencing on the twenty seventh day of September one thousand nine hundred and eighty eight and ending on the twenty sixth day of September one thousand nine hundred and eighty nine payable on the date of the commencement of the lease; and

(ii) the minimum rent for the period commencing on the twenty seventh day of September one thousand nine hundred and eighty nine and ending on the twenty sixth day of September one thousand nine hundred and ninety four payable by equal quarterly payments in advance on the first day of the months of January April July and October in each year and proportionately for any fraction of a quarter the first of such payments to be made on the twenty seventh day of September one thousand nine hundred and eighty nine;

and

(iii) for the remainder of the lease term the fair market land rent determined from time to time in accordance with the provisions of Clause 4 of the lease OR the minimum rent whichever is the greater payable by equal quarterly payments in advance on the first day of the months of January April July and October in each year and proportionately for any fraction of a quarter the first of such payments to be made on the twenty seventh day of September one thousand nine hundred and ninety four;

ADDITIONAL
RENT

(b) That if any rent or other moneys payable under this lease shall remain unpaid after the date appointed for its payment the Lessee shall on demand pay to the Territory as additional rent a sum calculated on the amount of the unpaid rent or other moneys owing under the lease at a rate of fifteen per centum per annum during any period that the rent or other moneys remain unpaid and computed from the date appointed to the date upon which such payments are made;

MANNER OF PAYMENT
OF RENT

(c) 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.

4. It is mutually covenanted and agreed as follows:

ASSESSMENT
PERIODS

(a) That the lease period commencing on the twenty seventh day of September one thousand nine hundred and eighty eight and ending on the last day of the term of the lease shall be divided into assessment periods as follows -

(i) the first assessment period shall commence on the twenty seventh day of September one thousand nine hundred and eighty eight and run for three years; and

(ii) subsequent assessment periods shall be for successive triennial periods except for the last assessment period which shall commence on the day next after the last day of the penultimate assessment period and end on the last day of the term of the lease;

DETERMINATION OF
THE FAIR MARKET
LAND RENT

(b) That the Territory shall make or cause to be made a determination of the fair market land rent in respect of each assessment period as at the date of the commencement of such assessment period. The Territory shall within fourteen days of the determination of the rent for a period notify the Lessee of the determination and until such notification the Lessee will pay rent at the rate at which the rent for the lease was payable immediately prior to the commencement of the assessment period;

DETERMINATION BINDING
UNTIL SUBSEQUENT

- (c) That the rent determined by the Territory and notified to the Lessee shall be binding on both the

DETERMINATION

Territory and the Lessee and shall be applied for all purposes of this lease as the rent in respect of the assessment period to which it relates unless and until a subsequent determination of such fair market land rent is made by referees or a nominee acting pursuant to sub-clauses (d) and (e) of this clause and in the event of the subsequent determination being at variance with the Territory's determination an appropriate adjustment of the rent paid or to be paid under this lease shall be made;

DETERMINATION BY
REFEREES

- (d) If the Lessee within forty five days of receipt of notification of the Territory's determination under sub-clause (b) of this clause gives notice in writing to the Territory that the Lessee disputes the rent determined by the Territory and the Territory and the Lessee are unable within a further thirty days to agree as to the fair market land rent for the assessment period concerned the amount of fair market land rent shall be referred for determination by two referees one to be appointed by the Territory and one to be appointed by the Lessee. Each referee shall be appointed within twenty one days of the expiration of the said period of thirty days and the referees shall be required to make a joint determination of the fair market land rent expeditiously and in any event within thirty days of the second referee being appointed. The fair market land rent jointly determined by the referees shall be binding upon both the Territory and the Lessee and shall be applied for all purposes of this lease as the fair market land rent in respect of the assessment period to which the joint determination relates. The Territory and the Lessee shall bear their own costs of such joint determination;

ARBITRATION

- (e) If the two referees cannot agree within the prescribed period on the amount of the fair market land rent referred to them for determination a nominee shall be jointly appointed by them not later than fourteen days after the expiration of the said prescribed period and if they are unable to agree on a nominee as aforesaid the nominee shall be the President for the time being of the Australian Capital Territory Division of the Australian Institute of Valuers (or the President of such body or association as serves substantially the same objects as the said Division should it cease to exist) if able to act otherwise a person able to act nominated by the said President. The nominee shall resolve any points of difference between the referees and shall determine the fair market land rent as expeditiously as possible and the determination by the nominee shall be an arbitration within the meaning of paragraph (b) of sub-section (1) of Section 18B of the City Area Leases Act 1936. The fair market land rent determined by the nominee shall be binding on both the Territory and the Lessee and shall be applied for all purposes of this lease as the fair market land rent in respect of the assessment period to which the nominee's determination relates. The cost of the determination by the nominee shall be borne equally by the Territory and the Lessee;

AUDITED
STATEMENT

- (f) That the Lessee shall not less than three months and not more than six months prior to the commencement of an assessment period provide the Territory with the following -
- (i) a document setting out particulars of the business or businesses that were carried out on the premises for the twelve month period preceding the date the document is provided to the Territory; and

6. The Commonwealth covenants with each of the Lessees of all the units as follows:-

QUIET ENJOYMENT

(a) That the Lessee paying the rent and observing and performing the covenants and stipulations on the part of the Lessee to be observed and performed shall quietly enjoy the premises without interruption by the Territory or any person lawfully claiming from or under or in trust for the Territory.

7. It is mutually covenanted and agreed by the Commonwealth and each of the Lessees of all the units as follows:

DETERMINATION

(a) That if -

(i) any rent or other moneys payable under this lease shall remain unpaid for three months next after the date appointed for payment thereof (whether such rent shall have been formally demanded or not); or

(ii) 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 on behalf of the Commonwealth may determine 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;

ACCEPTANCE OF RENT

(b) That acceptance of rent or other moneys 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;

RENT NOT REFUNDABLE

(c) That if this lease is terminated or surrendered within the period referred to in paragraph (i) of sub-clause (a) of Clause 3 the Territory shall retain the whole of the rent paid by the Lessee in advance in respect of the period referred to in paragraph (ii) of sub-clause (a) of Clause 3 as moneys due and payable by the Lessee to the Territory on termination or surrender of the lease;

FURTHER LEASE

(d) That any extension of the terms of all the leases shall be in accordance with the provisions of the Unit Titles Act 1970;

NOTICES

(e) That any notice requirement demand consent or other communication to be given to or served upon the Lessee or Corporation 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 -

(i) the Lessee at the Unit or at the registered office or last known address of the Lessee or affixed in a conspicuous position on the Unit; and

(ii) the Corporation in accordance with the provisions of the Unit Titles Act 1970;

- (ii) a statement certified by a registered company auditor or some other person approved in writing by the Territory of the gross revenue received from and the actual operating expenses of all sub-leases tenancies licences and other rights of occupation of the premises for the twelve month period preceding the date of the statement

the Lessee shall also provide such further details or explanations as are reasonably required by the Territory in respect of the abovementioned documents within fourteen days of receiving a request from the Territory for this information.

5. The Lessees of each of the units Nos 1-4 further covenants with the Commonwealth as follows:

- | | |
|-----------------------------|---|
| PURPOSE | (a) To use the premises only for the purpose of non-retail commercial uses including professional office suites; |
| GROSS FLOOR AREA | (b) That the gross floor area of the building on the parcel shall not be less than 300 square metres and shall not exceed 400 square metres; |
| SERVICE AREAS | (h) 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; |
| BUILDING SUBJECT TO CONSENT | (i) That the Lessee shall not without the previous consent in writing of the Territory erect any building on the parcel or make any structural alterations to the premises; |
| REPAIR | (j) That the Lessee shall at all times during the said term maintain repair and keep in repair the premises to the satisfaction of the Territory; |
| FAILURE TO REPAIR | (k) 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 parcel 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 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 upon the parcel 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; |
| RIGHT OF INSPECTION | (l) To permit any person or persons authorised by the Territory to enter upon the premises at all reasonable times and in any reasonable manner to inspect the premises. |
| RATES AND CHARGES | (m) 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. |

EXERCISE OF COMMONWEALTH POWERS

(f) 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 Territory Minister for the time being administering the City Area Leases Act 1936 or any Statute or Ordinance substituted therefor;
- (ii) an authority or person for the time being authorised by the Minister referred to in (i) above or by law to exercise those powers or functions of the Territory the Commonwealth or the relevant Minister; or
- (iii) the person to whom the Minister referred to in (i) above has delegated all his powers or functions under the said City Area Leases Act 1936 or any Statute or Ordinance in substitution therefor;

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

DATED this day of 19

SIGNED SEALED AND DELIVERED

by Delegate of the Territory Minister for and on behalf of the Commonwealth in the presence of:

SIGNED SEALED AND DELIVERED by in the presence of:)

Form 5

Real Property (Unit Titles) Act 1970

UNITS PLAN NO .

Block 28 Section 346 Division of Kambah

SCHEDULE OF PROVISIONS COVENANTS AND CONDITIONS SUBJECT TO WHICH THE
LEASE OF THE COMMON PROPERTY IS HELD

1. The term of the lease expires on the twenty sixth day of September two thousand and eighty seven.
2. The rent reserved by and payable under the lease is Five cents per annum if and when demanded.
3. Proprietors - Units Plan No. (hereinafter called "the Corporation") covenant with the Commonwealth of Australia (hereinafter called "the Commonwealth") as follows:-
 - (a) To pay to the Territory or to such person as may be authorised by the Territory for that purpose 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 Corporation;
 - (b) That the Corporation shall at all times during the term of the lease maintain repair and keep in repair to the satisfaction of the Territory all buildings or parts of buildings landscaping hardstanding car parking and all other improvements on the common property;
 - (c) That the Corporation shall not without the previous approval in writing of the Territory erect any building or make any structural alterations in any building or part of a building or other improvements on the common property;
 - (d) That the Corporation 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 common property is suitably screened from public view;
 - (e) ~~That the Corporation shall provide and maintain an approved hardstanding carparking area sufficient to accommodate a minimum of 3.65 vehicles for every 100 square metres or part thereof of gross floor area of the~~

*delete
see folio 139*

(f) That the Corporation shall provide and maintain facilities for the disabled to a standard acceptable to the Territory to ensure that disabled persons are given full opportunity for access to all parts of the premises;

(g) If and whenever the Corporation is in breach of the Corporation's obligations to maintain repair and keep in repair the common property the Territory may by notice in writing to the Corporation specifying the repairs and maintenance needed require the Corporation 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 parcel is beyond reasonable repair the Territory may by notice in writing to the Corporation require the Corporation to remove the building or improvement and may require the Corporation to construct a new building or improvement in place of that removed within the time specified in the notice. If the Corporation 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 upon the parcel 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 Corporation 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 Corporation;

(h) To permit any person or persons authorised by the Territory to enter and inspect the common property at all reasonable times and in any reasonable manner;

- (x) To use the common property for the purpose of performing its duties exercising its powers and performing its functions imposed or conferred on it by the Unit Titles Act and amendments thereunder.
- "
- (y) That any extension of the terms of the lease of the common property shall be in accordance with the provisions of the Unit Titles Act 1970.
- (z)

4. It is mutually covenanted and agreed by the Commonwealth of Australia and the Corporation as follows:-

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 Territory Minister for the time being administering the City Area Leases Act 1936 or any Statute or Ordinance substituted therefor;
- (ii) an authority or person for the time being authorised by the Minister referred to in (i) above or by law to exercise those powers or functions of the Territory the Commonwealth or the relevant Minister; or
- (iii) the person to whom the Minister referred to in (i) above has delegated all his powers or functions under the said City Area Leases Act 1936 or any Statute or Ordinance in substitution therefor;

5. In this Lease "Minister" means the Territory Minister for the time being administering the City Area Leases Act 1936 or any Statute or Ordinance substituted therefor.

6. In this Lease "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;

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

Dated this _____ day of _____ 19____

SIGNED SEALED AND DELIVERED

by _____)
 Delegate of the Territory)
 Minister for and on behalf of)
 the Commonwealth in the)
 presence of:)

SIGNED SEALED AND DELIVERED)
 in my presence by the said:)

207 of 283

Gallens Crowley & Chamberlain

BARRISTERS & SOLICITORS

incorporating Thompson & Meagher and Phillips & Co.

9th Floor, Canberra House,
Cnr Marcus Clarke & Ainga Streets,
Canberra, A.C.T. 2601

G.P.O. Box 240, Canberra,
A.C.T. 2601
DX5633 Canberra

Telephone: (062) 74-0999
Fax: (062) 74-0888

YOUR REF: Margaret Jenkinson
OUR REF: Bob Malckinga

DATE: 27/2/90

TO: Redevelopment Section

FAX NO: 575691

ATTENTION:

FROM:

RE:



Block 28 Sec 346 KAMBITH.

NUMBER OF PAGES TO FOLLOW: — OUR FAX NUMBER: (062) 74 0888

IF YOU DO NOT RECEIVE ALL PAGES, PLEASE TELEPHONE: (062) 74 0999

MESSAGE:

Copy of Valuers letter dated
19/2/90 received.
Lessee agrees to the suggested
entitlement and Units Plan to
be amended to agree thereto:

Unit	Entitlement
1	26
2	25
3	23
4	26
	<u>100</u>

Yours faithfully
Bob Malckinga
GCC

Partners
T. J. Chamberlain LL.B.
Peter Crowley LL.B.
J. D. Bradley B.Ec., LL.B., A.A.S.A.
Philip R. Smith LL.B.

Christopher J. Crowley LL.B.
W. Brian Loftus
Thomas F. Meagher LL.B.
Nicholas J. Symons LL.B.
Keith A. Bradley B.A., LL.D.

Con Kourpanidis B.A., LL.B.
Alfonso del Rio B. Sc., LL.B.
John S. Snell B.Sc., LL.D.

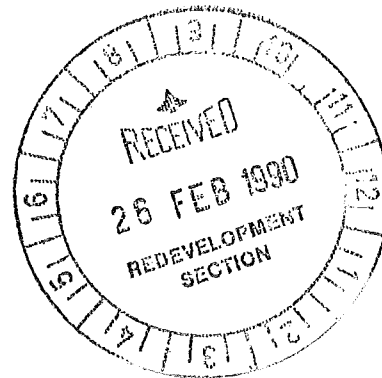
Consultant
Elizabeth M. Symons B.A., LL.B.
Associate
William McCarty LL.B.

AUSTRALIAN VALUATION OFFICE

A.C.T. OFFICE

Telecom House
490 Northbourne Ave
Dickson A.C.T. 2602P.O. Box 911
Post Office
Dickson A.C.T. 2602Telephone (062) 43 6745
Facsimile (062) 43 1056SV/P. Robson
Telephone: 431002Assistant Secretary
Lands Branch
ACT Administration
GPO Box 158
CANBERRA ACT 2601

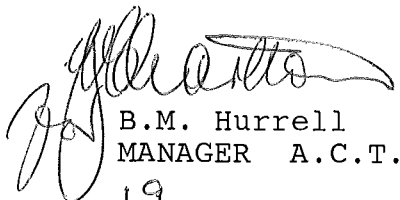
ATTENTION: D. Milligan

BLOCK 28, SECTION 346, KAMBAH
Your Request dated 6 December 1989

This property has been inspected by Valuer R. Lim.

The submitted Schedule of Unit Entitlements is not considered to be reasonable having regard to the respective values of the units. The following suggested entitlements are considered to be reasonable -

<u>Unit No</u>	<u>Entitlement</u>
1	26
2	25
3	23
4	26
	<u>100</u>



B.M. Hurrell
MANAGER A.C.T.
19/2/90



COMPLIANCE CERTIFICATE BLOCK 28 SECTION 346 KAMBAH


Lease Administration

I Carmichael

I refer to your minute of 24 November 1989 concerning a compliance certificate for the above lease.

The long delay in dealing with this matter is because advice had to be obtained from several sections of the Administration.

The driveways are considered to be of adequate strength and proportions and Roads Maintenance Section has no objection to a compliance certificate being issued.



B Elias
A/SEQAD
Roads Maintenance Section
21 February 1990

BLOCK 28 SECTION 346 KAMBAH - XUP 488

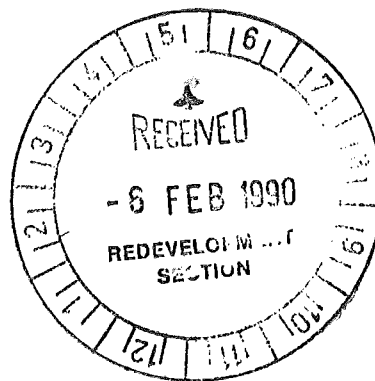
Ms Margaret Jenkinson
Redevelopment Section
Lands Branch

EXAMINATION OF UNITS PLAN XUP 488 BLOCK 28 SECTION 346 KAMBAH

This plan is now in order for lodgement with Ministerial approval.



G Faenza
for Registrar of Titles
LAND TITLES OFFICE
2 February 1990



FACSIMILE TRANSMISSION

DATE : 14.2.90

TO : I. T. P. A. FAX NO : 476980

ATTENTION : Alan Timmiss

FROM : [Redacted]

NO OF PAGES (including transmission page)

REFERENCE : Kambah Sect 346 Block 28

Your File : SP 13237


The public areas of landscaping
were handed over and officially
received by Peter Burden
of City Parks on 13.2.90

Please expedite appropriate action
to allow stroke title finalisation
to proceed



11/10/89

70779

 <p>Department of Territories Residential Leases Branch</p>	<p>Australian Capital Territory City Area Leases Ordinance 1936 Section 28 CERTIFICATE OF COMPLIANCE</p> <p style="text-align: right;"><small>LS3/13(8/86) 53-13-0539-9</small></p>	<p>No 35094</p>
<p>Division <i>KAMBAH</i></p>	<p>Section <i>346</i></p>	<p>Block <i>28</i></p>

PURSUANT TO SECTION 28 OF THE CITY AREA LEASES ORDINANCE 1936, I CERTIFY THAT I AM SATISFIED THAT THE BUILDING AND DEVELOPMENT COVENANTS CONTAINED IN THE CROWN LEASE

REGISTERED VOLUME *1124* FOLIO *41*
HAVE BEEN COMPLIED WITH

DATED THIS *14th* DAY OF *FEBRUARY* 19 *90*

MAM QYATZ
.....
(Delegate of the Minister)

FACSIMILE TRANSMISSION

DATE : 2. 2. 90

TO : I.T. P.A.

FAX NO : ~~468418~~
468418

ATTENTION : Alan Timmins

FROM :

NO OF PAGES (including transmission page) 1

REFERENCE : Kambel Sect 346 Block 28
Your file: SP 13237

Further to my letter of 22.1.90,
all work has been carried
out as per the report
prepared by Helen Penkethman

Alan Timmins has requested Helen
Penkethman to report today.
D. Marshall
2/4/90

Now OK - Issue compliance

D. Marshall
14/4/90

22 January 1990

The Secretary
ACT Administration
Interim Territory Planning Authority
220 Northbourne Avenue
TURNER ACT 2601

FILE
No. <u>SP-13237</u>
ATT. No. _____
ACTION OFFICER
<u>A-TIMMISS</u>

ATTENTION: Mr A Timmiss

Dear Sir
KAMBAH SECTION 346 BLOCK 28
LANDSCAPING
YOUR REF : SP 13237

Further to my meeting with Alan Timmiss and Helen Penkethman on 22 January 1990, I wish to confirm the following agreed matters.

- Para 1 : I shall contact Ross Burden to arrange for the landscaping adjacent the laneway to be handed over to City Parks.
- Para 2 : Dryland grassing of this area will be carried out at the end of February. It is too hot at the moment to be able to have much success with germination.
- Para 3 : All matters raised in this paragraph are agreed and will be carried out immediately.
- Para 4 : This area will be planted with the ground cover removed from Kett Street.
- Para 5 : Planting will be carried out in this area.

All of the work (with the exception of para 2 matter) will be completed by Friday 2 February 1990. You have my assurance on this.

Accordingly, would you please allow a Certificate of Compliance to be issued so that Strata Titling may be completed.



cc: Mr R Makkinga
Gallens Crowley & Chamberlain



G.S. BURTON, F.I.S.AUST., TEL. 36 9210
J.W. SAWKINS, M.I.S.AUST., TEL. 86 3558

J. R. VAUGHAN, BURTON & ASSOCIATES PTY. LTD.

Registered Land, Mining and Engineering Surveyors

1st FLOOR, 53 COLBEE COURT, PHILLIP, A.C.T. 2606

PHONE 82 2083

YOUR REF.: Mr. R. Makkinga

OUR REF.: 16298

29th. January, 1990

Messrs. Gallens, Crowley & Chamberlain,
Barristers & Solicitors,
G.P.O. Box 240
CANBERRA A.C.T. 2601

Dear Sirs,

re: Units Plan Block 28 Section 346 KAMBAH



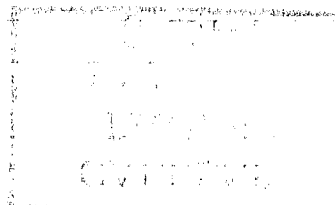
With respect to the letter from A C T Administration dated 23rd. January regarding the above Units Plan we respond as follows.

ITEM 2 There is no reference in the Unit Titles Ordinance to Unit Subsidiaries being particularly in "A" or "B" Class. The Registrar of Titles has always accepted Units Plans without reference to Unit Subsidiary class.

ITEM 3 We have made a check inspection of the shape of the Units and can verify that they are correctly shown on the plans.

Yours faithfully,

J.R. VAUGHAN, BURTON & ASSOCIATES PTY. LIMITED.



RECONCILIATION

CROWN LEASE - FORMS 4 AND 5 (U.T.O. / REAL PROPERTY U.T.O.)

Lease covenants (headings and clause No.)	Form 4 (clause No.)*	Form 5 (clause No.)	Remarks
Right of Inspection	5L	3L	
Rates and Charges	5m	—	
Failure to Repair	5k	—	
Quiet Enjoyment	6	—	
Determinability	7	—	
Acceptance of Rent	7b	—	
Rent Not Refundable	7c	—	
Further Leases	7d	—	
Notices	7e	—	
Exercise Curren Power	7f	4	
			104

RECONCILIATION

CROWN LEASE - FORMS 4 AND 5 (U.T.O./ REAL PROPERTY U.T.O.)

Lease covenants (headings and clause No.)	Form 4 (clause No.)	Form 5 (clause No.)	Remarks
Lessee	—	—	
Land	✓	✓	
Term	2	1	99 yrs comm 27/9/88
Interpretation	1	—	
Rent	3a	—	
Additional Rent	3b	—	
Name of Rent	3c	—	
Assessment Periods	4a	—	
Determinative Rental Value	4b	—	
" Binding	4c	—	
" Refered	4d	—	
Arbitration	4e	—	
Audited Statement	4f	—	
Purpose	5a	—	
GFA	5b	—	
Car parking	—	3e	
Disabled Access	—	3f	
Service Areas	5L	—	
Building Covest.	5i	—	103

Gallens Crowley and Chamberlain
Barristers and Solicitors
GPO Box 240
CANBERRA ACT 2601

Attention: Mr R Makkinga

Dear Sir

BLOCK 28 SECTION 346 DIVISION KARRAH
UNIT TITLE APPLICATION - LESSEE: [REDACTED]

Thank you for your application to subdivide the above property under the Unit Titles Act 1970 which I received on 23 November 1989.

I have given the plan a cursory examination and I would like you to attend to the following:

1. The form of attestation provided for the Minister's signature on Forms 1,2 and 3 will require amendment to "Delegate for the Chief Minister".
2. The class of unit subsidiaries is to be stated on sheet 6.
3. At the time that AUSLIG (Survey) inspected the building the doors were locked and the internal boundaries/walls could not be checked. Please request your surveyor to verify the shape of Units 1-4 are correctly shown on sheets 4 and 5.
4. AUSLIG has requested that the on site parking areas are numbered.

I have received approval from Building Section (required under Section 16(1)(a) of the Act) and I am awaiting approval of the unit entitlement from the Australian Valuation Office (required under Section 16(1)(a) of the Act). If this reply is not satisfactory I will contact you.

Please inform me if you make any alterations to the plans submitted to the Building Section so that I can check that any additions or alterations do not affect the Unit Entitlement.

Please phone me on 46 8290 if you require any further information.

Yours faithfully





Barry Giddins
for Director
Redevelopment Section
Lands Branch
23 January 1990

FILE COPY

CLASS A

UNIT TITLES LEGISLATION - FORMS 1 TO 3

BLOCK SECTION DIVISION

	ITM	RELEVANT SECTION(S)	CLASS	
			A	B
1. Not less than 4 units.		11(2)	✓	
2. Includes common property		11(2)	✓	
3. Unit subsidiary appurtenant	NOT SPECIFIED ON FORMS 1-3 Aord?	11(3)	SEEK LEGISLATIVE ADVICE	
4. Uncovered balcony or uncovered stairway. - <u>Class A Unit</u> : Unless it is to be common property it must be shown as a unit subsidiary and not as part of a unit. - <u>Class B Unit</u> : If not shown as part of the unit (unless it is to be common property) it must be shown as a unit subsidiary.		11(4) N/A		
5. Contiguous "land". - <u>Class A Unit</u> : Is not to be shown as part of that unit. - Unit subsidiary (consisting of a building or part of a building): is not to be shown as part of that unit subsidiary.		11(5) (6) N/A		
6. Manner of sub-division shown		12(1) (a)	✓	
7. Class of unit specified		12(1) (a) (i)	✓	
8. Appurtenant unit subsidiaries shown (if applicable)		12(1) (a) (ii)		
9. Number allotted to each unit		12(1) (a) (iii)	✓	
10. Number of appurtenant unit, the letter 'S' (and it 2 or more unit subsidiaries appurtenant to the same unit, an additional number for each unit subsidiary) allotted to each unit subsidiary.		12(1) (a) (iv)	✓	
11. Schedule to specify - (a) the unit entitlement of each unit; (b) aggregate unit entitlement for all units		12(1) (b) (i) 12(1) (b) (ii)	✓	

E: 14/09/90 12:16:43

MISCELLANEOUS LEDGERS - ACCOUNT STATEMENT FOR ACCOUNT NO. ** 56-04-0709-8 ** THE PROP. UNIT PLAN 591

DATE TRANS DATE REF NUMBER OTHER REF INSTALMENT ADJUSTMENT INTEREST ADJUSTMENT PRINCIPAL ADJUSTMENT INSTALMENT BALANCE INTEREST BALANCE PRINCIPAL BALANCE -- NARRATIVE --

LANCE AS AT 30/05/89
 00989 180989 TRSJNL TJL010A 000400
 0989 180989 ADJNL 0005145
 1289 081289 ADJNL 0005366
 1289 291289 RECP 504530
 0590 180590 ADJNL 0005548
 0990 010690 DEBIT 0000420 900501
 70690 270690 RECP A18003
 1290 030990 AUTODB 010990 900501

[REDACTED]

[REDACTED]

[REDACTED]

CRTFFR D01010 UF280988
 RL L051 R/C 27/9-311289
 RL 122 R/C WEF 1/12/88
 RL 247 RC WEF 010490
 000000MANUAL DR
 NEXT DUE DATE IS 011290

LANCE AS AT 11/09/90

221 of 283

SEP 10 '90 13:55

2468327

180

P.1

FACSIMILE TRANSMISSION

206 8222

IRMA
RINT CEL

DATE : 10.9.90

TO : ACT Revenue Office FAX NO : 246 2731

ATTENTION : Mr Anscombe

FROM : [REDACTED]

NO OF PAGES (including transmission page) 1

REFERENCE : Land Rent - Acct No 56.04.0709.8
Block 28 section 346 Kambah

I have today received an account for land rent due and payable on 1.10.90.

1. It includes an "additional" \$56.61. Please explain this amount and reason for same.
2. It also includes "arrears" of \$125.35 because your office did not issue the previous account on time (unlike rates and land tax instalments, water and sewer instalments and electricity). Please refer to my letters of 25 and 26 June in this regard. I have no intention of paying this "fine" and would be pleased to have the matter raised in Court if you wish to follow that avenue.
3. I am still awaiting your advice on the payout figure for Land Rent (refer my recent letter on this matter).





DEPARTMENT OF THE ENVIRONMENT, LAND AND PLANNING
Office of Industry and Development

GPO Box 158, Canberra ACT 2601
Telephone: (062) 46 2211
Facsimile: (062) 46 2303

179

Our Ref: TL 601/346/28
Your Ref:



17 Constitution Street

Dear [Redacted]

**BLOCK 28 SECTION 346 KAMBAH
BLOCK 42 SECTION 4 HUME**

BLOCK 28 SECTION 346 KAMBAH

Thank you for your letter of 20 August 1990. I note that you wish to pay out your land rent commitment on these two blocks. Would you please forward an application fee of [Redacted] for each block.

The application fee is treated as part of the payout moneys if the matter proceeds, but is forfeit if payout does not eventuate for some reason.

I will write to you again on receipt of your cheque.

Yours sincerely

Ray Anscombe
for Assistant Secretary
Lease Administration

RAY ANSCOMBE
for Assistant Secretary
Lease Administration

7 September 1990

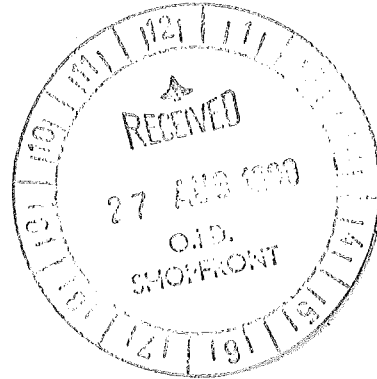
7 September 1990

601/346/28



20 August 1990

Director of Lease Services
ACT Administration
GPO Box 158
CANBERRA ACT 2601



ATTENTION : Mr D Gallagher

Dear Sir

PAYMENT OF CROWN LEASES
CURRENTLY SUBJECT TO LAND RENTAL

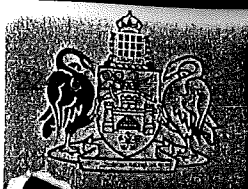
I wish to pay out the Crown Lease on the following properties. Would you please advise me of the payment figures :

- (a) Kambah : Block 28 Section 346
Owner : [Redacted]
- (b) Hume : Block 42 Section 4
Owner: [Redacted]

COMPLIANCE ISSUED.

Yours faithfully [Redacted Signature]

Reference No.....4779.....



DEPARTMENT OF THE ENVIRONMENT, LAND AND PLANNING
Office of Industry and Development

GPO Box 158, Canberra ACT 2601
Telephone: (062) 46 2211
Facsimile: (062) 46 2303

Action Officer is Ray Anscombe - Phone 246 8327
My Ref TL 604/346/28

177



I acknowledge receipt of your letter of 27 June 1990.

Where a lease which is subject to land rent is subdivided pursuant to provisions of the Unit Titles Act 1970, individual title holders are responsible for payment of that rent in the same proportion as that given on Form 2 of the Title.

In practice, there are generally two distinct stages in setting up the arrangements for paying rent, Initially, all the titles are the property of the proprietor of the original lease. Rental accounts for the total amount of rent due, therefore, continue to be sent to that entity.

In due course, the proprietoeor sells some or all of the tiles. As the rent Office becomes aware of these changes in ownership, so are new accounts and appropriate debits and credits raised.

As an instance of this, the Rent Office was advised in April 1990 that the lease for Block 28 Section 346 Kambah had been subdivided. The advice indicated that the proprietor is [redacted]. The annual rent reserved under the original lease is \$20,000. This amount will be billed to the proprietor until advice is received in the Rent Office that titles have been transferred, at which time such new accounts as may be needed will be opened and appropriate payments sought from other parties.

Yours sincerely

Ray Anscombe
for Assistant Secretary
Lease Administration Branch

18 July 1990

COMPLIANCE
CERTIFICATE
ON FOLIO 134
35094
210 14-2-90.

27 June 1990

The Secretary
ACT Administration
GPO Box 158
CANBERRA CITY

ATTENTION : Commercial Leases Section
Mr Ray Anscombe

Dear Sir

STRATA UNITS - COMMERCIAL
LAND RENTAL PAYMENTS

In the case of a commercial office building where the lessee has elected to pay land rental, what is the situation when the property is strata titled into units.

1. Does the Body Corporate become responsible for the payment of the total land rental,
- or
2. Is each unit holder sent an account by the ACT Administration for its unit.

At the moment, individual rate notices and ACTEW (water and sewer) accounts are sent to each unit holder, but we are still "in the dark" in relation to land rental.

Would you please advise on the above matter.

Yours faithfully

A large rectangular area of the document is redacted with a solid grey fill, covering the signature and any accompanying text or stamp.

Department of Territories and Local Government
INTERNAL MINUTE

FILE No.

RECORD OF CONVERSATION

TO

2216190

- Personal interview
- Telephone conversation
- Internal minute

Subject

56-04-0709-8

Time

11.50 a.m.
~~p.m.~~

Conversation with
Mr
Mrs
Miss

Dept. Firm, Private Address

Tel. No.

(if applicable)

Inquiry re:

Block 28

Section 346

Suburb KAMBAY

Details.....

rang to complain that he has been charged a penalty rate for late payment on account 56-04-0709-8. He said he had not previously received an account & did not intend to pay the penalty. I tried to tell him that within the lease terms quarterly bills must be paid when due whether or not a bill was sent but that we do send bills when we receive advice of any new lease or re-appraisal. He repeatedly cut off my answers to him in an abrupt & rude manner & therefore did not receive my explanation. He threatened to "speak to Peter Hunt or Peter Guild about our incompetence, said he was a big man & didn't have time to listen to excuses. I referred the matter to Ray Cassander for further action.

Action taken (if applicable).....

Signature

M Holland

Officer's name

MARGARET HOLLAND

Designation

19503

227 of 283
A.C.T. ADMINISTRATION CENTRAL OFFICE

11105

Development Division
Business Lease Management

Advice No: 90/E/24
File: TL/CR TL 601/346/28
Amends
Previous Advice No:

174

UNIT TITLES

BLOCK 28 SECTION 346 DISTRICT/DIVISION KAMBAH

LESSEE: [REDACTED]

ADDRESS: [REDACTED]

ORDINANCE: Unit Titles.

DATE OF COMMENCEMENT: 23rd March 1990

LEASE EXPIRY DATE: 26th September 2087

UNITS PLAN No: 591

NUMBER OF UNITS: 4

RENT: \$ NIL

UNIT ENTITLEMENT:

Unit 1	-	26
Unit 2	-	25
Unit 3	-	23
Unit 4	-	26
		<u>100</u>

AMOUNT PAID: \$ 1050/-

ACCOUNT No: 52-26-0022-5 RECEIPT No: 501689 DATE: 6.12.

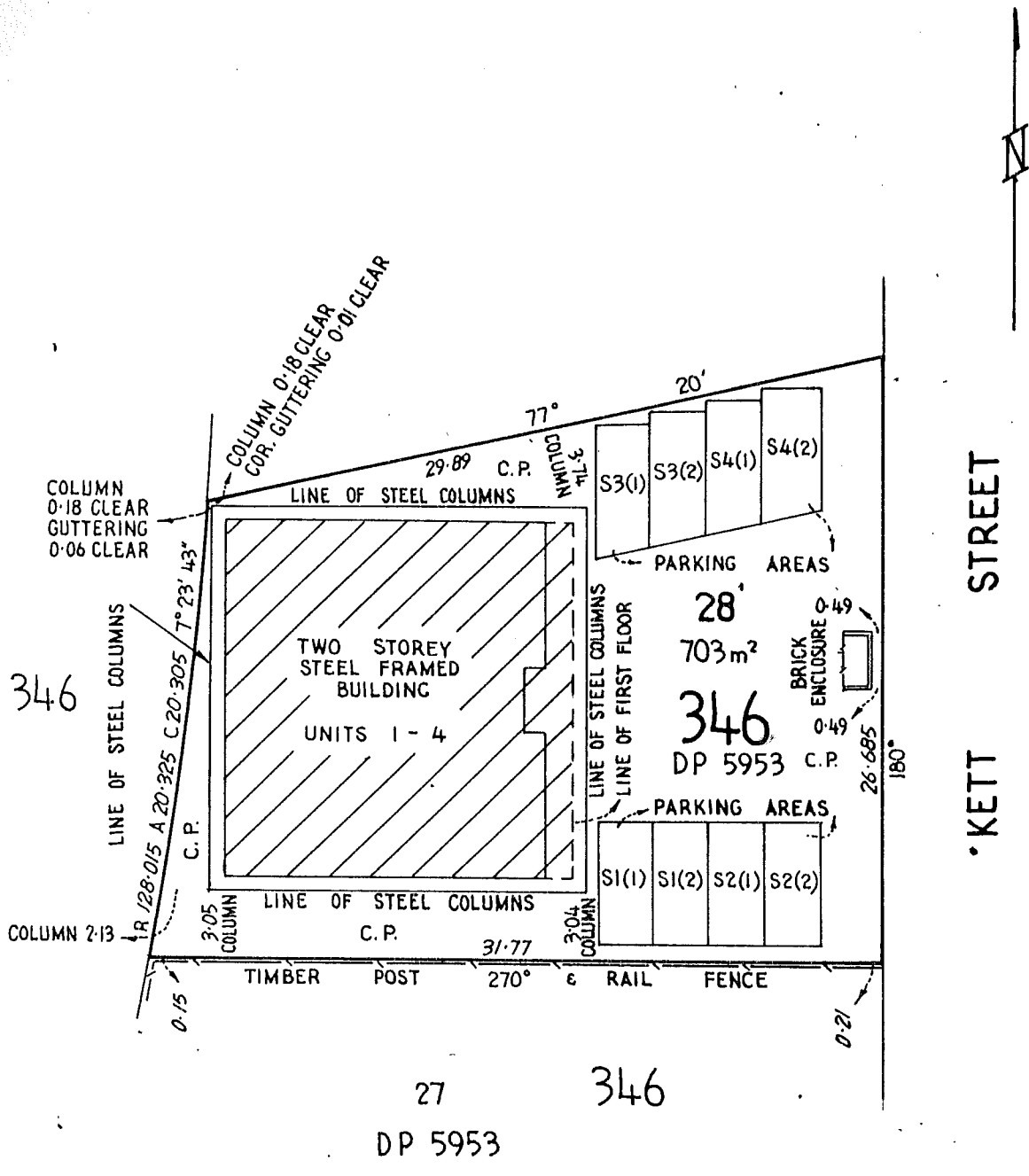
Central Management, Business Lease Management Valuation Clerk, Rating Management 2 Forms 1 + 2 Building Controller, Building Section 2 copy of Plan Finance Officer, Revenue Accounts Administration Officer, Development Division NEBC ITPA. Australian Taxation Office	Prepared by: Beala Ramabati Date: 19/4/1990
	Certified correct by: Date: [Signature] 19.4.90
	Entered in ADP by: Date:
	Circulated by: Chris Woods Date: 8.4.90

UNITS PLAN No. 591

BLOCK 28 SECTION 346 DIVISION OF KAMBAH

SITE PLAN

CLASS A UNITS



346

28'
703m²
346
DP 5953 C.P.

27 346
DP 5953

C.P. DENOTES COMMON PROPERTY

SCALE 1 : 250



James Sawkins 7.11.89
Registered Surveyor

(1) Graphic Bar Scale

[Redacted]
Applicant

Edward Collins
Delegate of the Chief Minister

FORM 1

Real Property (Unit Titles) Act 1970

UNITS PLAN NO. 591

Block 28, Register Book Volume 1124, Section 346, Folio 4, Division of KAMBAH, Deposited Plan No. 5953

Address of the Corporation for service of documents

I, GORDON SAVILLE BURTON of 53 COLBEE COURT, PHILLIP ACT.

a surveyor registered under the Surveyors Ordinance 1967, hereby certify that

- 1. the survey represented on this plan is accurate and has been made by me... in accordance with the Survey Practice Directions 1987 and was completed on 11th OCTOBER 1989.
2. the diagram on sheet(s) 1, 5, 4-6 shows
(a) the boundaries of the abovementioned parcel of land;
(b) the boundaries of each unit that is a Class B unit as defined in the Unit Titles Act 1970 into which the parcel is to be subdivided;
(c) the boundaries at ground level, or projected to ground level, of the extremities of each building or building in the course of erection on the parcel.
#3. each building or building in the course of erection on the parcel is wholly within the parcel.
#4. where part of a wall or part of a building or material attached to either encroaches beyond the boundaries of the parcel:-
(a) all units and unit subsidiaries shown in the diagram are wholly within the parcel;
(b) the diagram clearly indicates the existence of the encroachment and its nature and extent; and
(c) where the encroachment is onto land, other than a public place within the meaning of the Roads and Public Places Ordinance 1937, that an appropriate easement has been granted and registered as an appurtenance to the parcel.

Dated this SEVENTH day of NOVEMBER 1989.

James Jenkins, Surveyor, Registered under the Surveyors Ordinance 1967

* Delete if not applicable

Delete if there is no building or building in the course of construction, on the parcel

Approved under the Unit Titles Act 1970 as the Units Plan for the sub-division of the abovementioned parcel of land.

Where the Units Plan indicates a part of a wall or a part of a building or material attached to either encroaches beyond the boundaries of the parcel onto a public place within the meaning of the Roads and Public Places Ordinance 1937, I do not object to the continuance of the encroachment in its present form for the life of the whole building of which the encroachment forms part or for the term of the existing Crown Lease, whichever period is the shorter.

Dated this TWENTY THIRD day of MARCH 1990

Edward Telling, Delegate of the Minister for Industry, Employment & Education, Chief Minister

Registered by me on the THIRTIETH day of MARCH 1990

at ELEVEN o'clock in the FORE noon, the number allocated to the Units Plan being 591

The terms of the leases of the units and the common property expire on the TWENTY SIXTH day of SEPTEMBER 1990 2087.

REGISTRAR OF TITLES, C. I. MEE Deputy

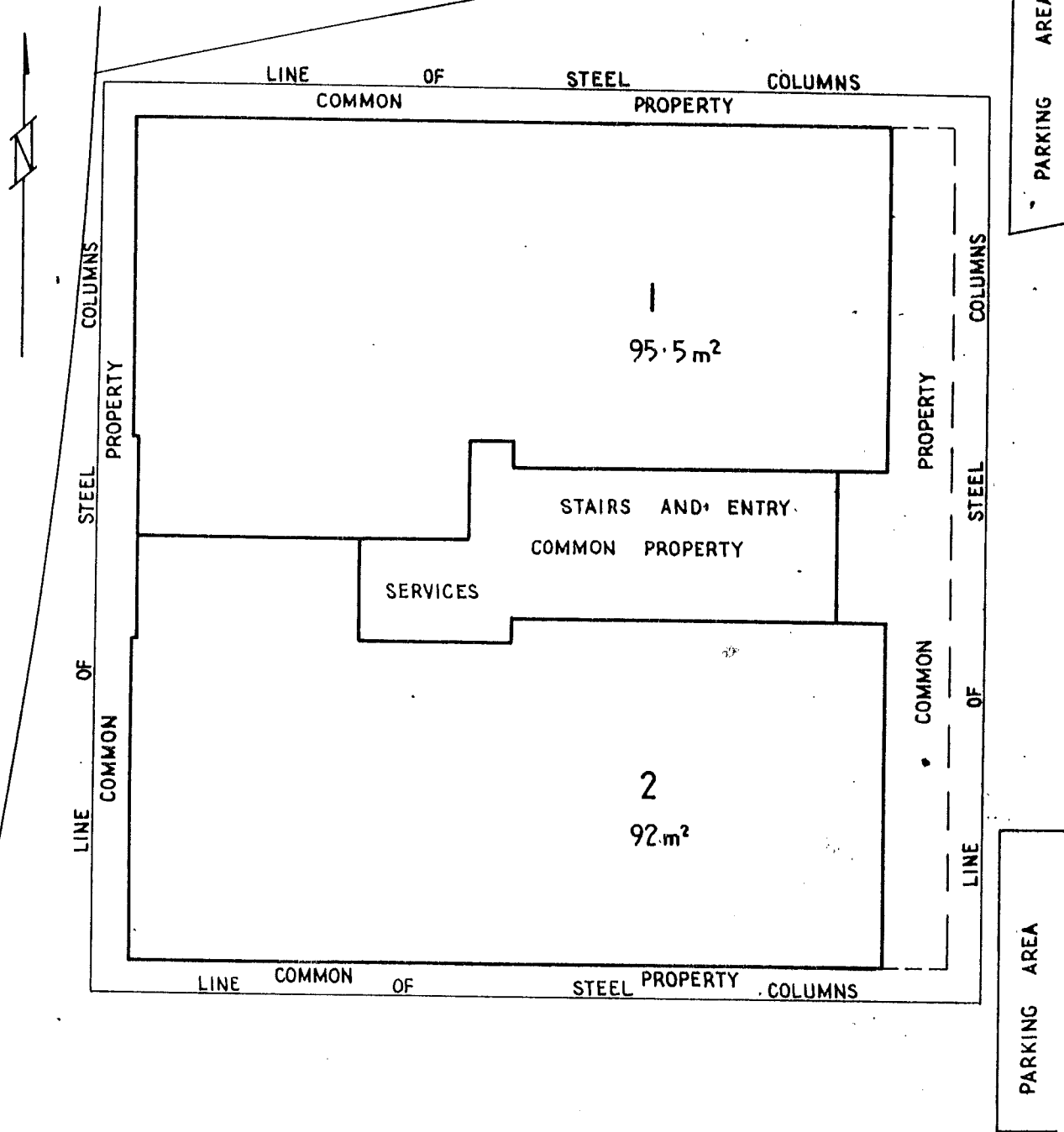


UNITS PLAN No. 591

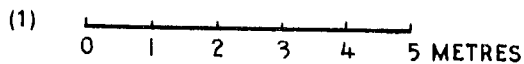
BLOCK 28 SECTION 346 DIVISION OF KAMBAH

FLOOR PLAN GROUND

CLASS A UNITS



SCALE 1 : 100



[Redacted Area]

Applicant

Edward Tollin

.....

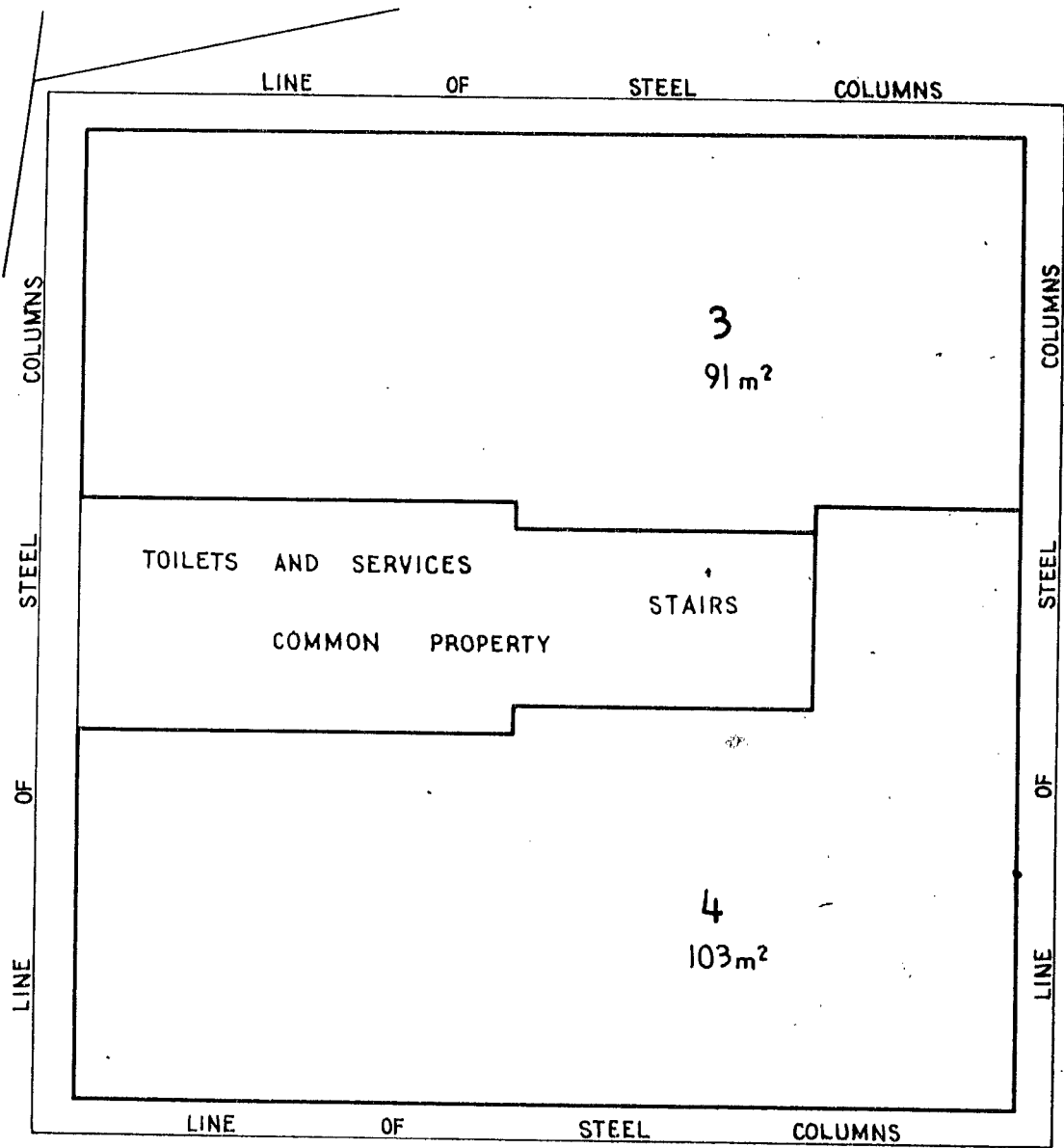
Delegate of the Chief Minister

UNITS PLAN No. 591

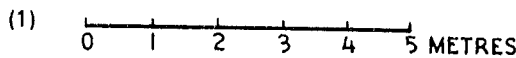
BLOCK 28 SECTION 346 DIVISION OF KAMBAH

CLASS A UNITS

FLOOR PLAN FIRST



SCALE 1 : 100



1) Graphic Bar Scale

.....

 Applicant

.....

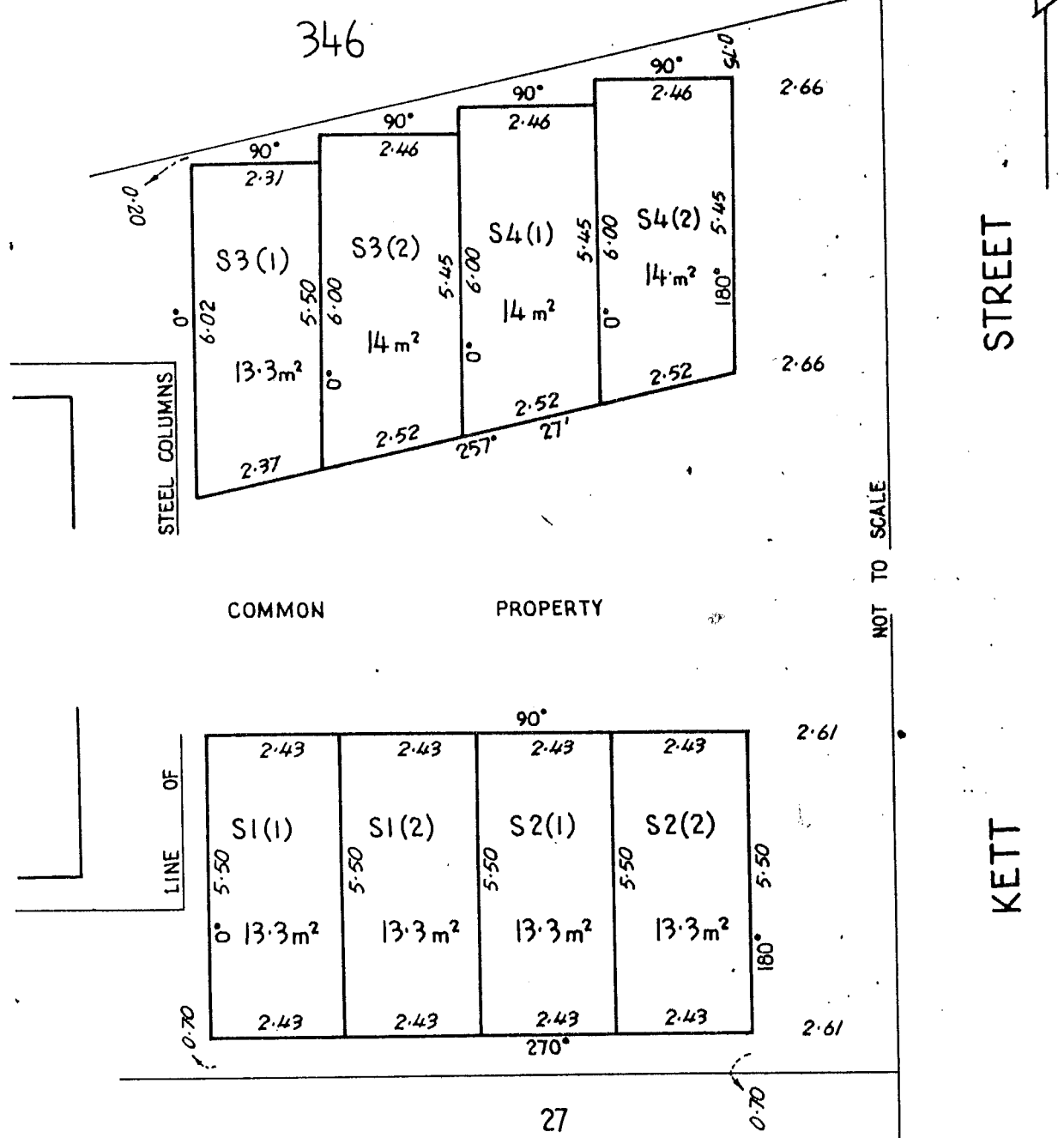
 Delegate of the Chief Minister

UNITS PLAN No. 591

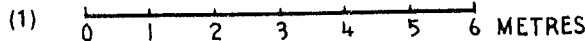
BLOCK 28 SECTION 346 DIVISION OF KAMBAH

FLOOR PLAN

UNIT SUBSIDIARIES PARKING AREAS



SCALE 1 : 100



1) Graphic Bar Scale

[Redacted]

Applicant

Edward Jolliffe

Delegate of the Chief Minister

Form 4

167

RENTAL

Real Property (Units Titles) Act 1970

UNITS PLAN NO 591 .

Block 28 Section 346 Division of Kambah.

SCHEDULE OF PROVISIONS COVENANTS AND CONDITIONS
SUBJECT TO WHICH LEASES OF UNITS ARE HELD

INTERPRETATION

1. In the Lease of each of the units unless the contrary intention appears:
 - (a) "accounting year" means each consecutive period of twelve months or proportion thereof ending on the thirtieth day of June or ending on such other date approved in writing by the Territory in each year (and on the last day of the term of the lease) the first such period commencing from the date of the commencement of the lease;
 - (b) "assessed rental value" means the assessed gross revenue less the assessed operating expenses of the premises calculated from time to time in accordance with the terms of the lease;
 - (c) "assessed gross revenue" means the total annual revenue of any description whatsoever that might reasonably be expected to be obtained from the premises (without limiting the generality of the foregoing shall include revenue from all sub-leases tenancies licences or other rights of occupation carparking and naming rights) determined -
 - (i) by reference to market circumstances and values applying at the date of assessment; and
 - (ii) on the basis that the building is completed fitted out and in good and tenable repair whether or not that be the fact;
 - (d) "assessed operating expenses" means the assessed annual operating expenses which might reasonably be expected to be incurred by the Lessee in the operation management and maintenance of the premises taking one year with another but limited to -
 - (i) rates and other periodic statutory outgoings of a like nature;
 - (ii) maintenance repairs garbage collection cleaning caretaking security services and promotional expenses;
 - (iii) electricity oil gas and other fuels (other than supplies separately metered to particular sub-lessees or occupiers and charged directly to them by the supplier);
 - (iv) insurance of the premises including insurance for loss of rent (other than loss arising out of inability to procure tenants or failure of tenants to pay rent) and public liability insurance;
 - (v) management fees not exceeding two and one half per centum of the assessed gross revenue;

BUT shall not include rent payable by the Lessee under the lease capital repayments amortisation on the building interest fees or other charges in respect of any loan;

- 166
- (e) "building" means the building or buildings on the parcel at the date of the commencement of the lease and any building or buildings constructed on the parcel 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 machinery and appurtenances thereof and therein contained or if the context so admits any part thereof;
- (f) "corporation" means the body corporate under the name of 'The Proprietors' - Unit Plan No. 591 ;
- (g) "gross floor area" means the sum of the gross areas of the floor or floors of the building measured from the external faces of the exterior walls or from the centre lines of walls separating the building from any other building;
- (h) "Lessee" shall -
- (i) where the Lessee shall consist of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
- (ii) where the Lessee shall consist 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 the persons and each of them 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;
- (i) "minimum rent" means the amount of twenty thousand dollars per annum;
- (j) "premises" means the land building and all other improvements on the parcel.
- (k) "Minister" means the Territory Minister for the time being administering the City Area Leases Act 1936 or any Statute or Ordinance substituted therefor.
- (l) "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;

TERM

2. The term of the lease of each of the units expires on the twenty sixth day of September two thousand and eighty seven.
3. The Lessees of each of the Units Nos 1-4 Covenants with the Territory as follows:

RENT

- (a) That the Lessee shall pay to the Territory -
- (i) the minimum rent for the period commencing on the twenty seventh day of September one thousand nine hundred and eighty eight and ending on the twenty sixth day of September one thousand nine hundred and eighty nine payable on the date of the commencement of the lease; and
- 81.

- (ii) the minimum rent for the period commencing ¹⁶⁵ on the twenty seventh day of September one thousand nine hundred and eighty nine and ending on the twenty sixth day of September one thousand nine hundred and ninety four payable by equal quarterly payments in advance on the first day of the months of January April July and October in each year and proportionately for any fraction of a quarter the first of such payments to be made on the twenty seventh day of September one thousand nine hundred and eighty nine;
- and
- (iii) for the remainder of the lease term the fair market land rent determined from time to time in accordance with the provisions of Clause 4 of the lease OR the minimum rent whichever is the greater payable by equal quarterly payments in advance on the first day of the months of January April July and October in each year and proportionately for any fraction of a quarter the first of such payments to be made on the twenty seventh day of September one thousand nine hundred and ninety four;

ADDITIONAL
RENT

- (b) That if any rent or other moneys payable under this lease shall remain unpaid after the date appointed for its payment the Lessee shall on demand pay to the Territory as additional rent a sum calculated on the amount of the unpaid rent or other moneys owing under the lease at a rate of fifteen per centum per annum during any period that the rent or other moneys remain unpaid and computed from the date appointed to the date upon which such payments are made;

MANNER OF PAYMENT
OF RENT

- (c) 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.

4. It is mutually covenanted and agreed as follows:

ASSESSMENT
PERIODS

- (a) That the lease period commencing on the twenty seventh day of September one thousand nine hundred and eighty eight and ending on the last day of the term of the lease shall be divided into assessment periods as follows -
- (i) the first assessment period shall commence on the twenty seventh day of September one thousand nine hundred and eighty eight and run for three years; and
- (ii) subsequent assessment periods shall be for successive triennial periods except for the last assessment period which shall commence on the day next after the last day of the penultimate assessment period and end on the last day of the term of the lease;

DETERMINATION OF
THE FAIR MARKET
LAND RENT

- (b) That the Territory shall make or cause to be made a determination of the fair market land rent in respect of each assessment period as at the date of the commencement of such assessment period. The Territory shall within fourteen days of the determination of the rent for a period notify the Lessee of the determination and until such notification the Lessee will pay rent at the rate at which the rent for the lease was payable immediately prior to the commencement of the assessment period;

DETERMINATION BINDING
UNTIL SUBSEQUENT

- (c) That the rent determined by the Territory and notified to the Lessee shall be binding on both the 164

DETERMINATION

Territory and the Lessee and shall be applied for all purposes of this lease as the rent in respect of the assessment period to which it relates unless and until a subsequent determination of such fair market land rent is made by referees or a nominee acting pursuant to sub-clauses (d) and (e) of this clause and in the event of the subsequent determination being at variance with the Territory's determination an appropriate adjustment of the rent paid or to be paid under this lease shall be made;

DETERMINATION BY
REFEREES

- (d) If the Lessee within forty five days of receipt of notification of the Territory's determination under sub-clause (b) of this clause gives notice in writing to the Territory that the Lessee disputes the rent determined by the Territory and the Territory and the Lessee are unable within a further thirty days to agree as to the fair market land rent for the assessment period concerned the amount of fair market land rent shall be referred for determination by two referees one to be appointed by the Territory and one to be appointed by the Lessee. Each referee shall be appointed within twenty one days of the expiration of the said period of thirty days and the referees shall be required to make a joint determination of the fair market land rent expeditiously and in any event within thirty days of the second referee being appointed. The fair market land rent jointly determined by the referees shall be binding upon both the Territory and the Lessee and shall be applied for all purposes of this lease as the fair market land rent in respect of the assessment period to which the joint determination relates. The Territory and the Lessee shall bear their own costs of such joint determination;

ARBITRATION

- (e) If the two referees cannot agree within the prescribed period on the amount of the fair market land rent referred to them for determination a nominee shall be jointly appointed by them not later than fourteen days after the expiration of the said prescribed period and if they are unable to agree on a nominee as aforesaid the nominee shall be the President for the time being of the Australian Capital Territory Division of the Australian Institute of Valuers (or the President of such body or association as serves substantially the same objects as the said Division should it cease to exist) if able to act otherwise a person able to act nominated by the said President. The nominee shall resolve any points of difference between the referees and shall determine the fair market land rent as expeditiously as possible and the determination by the nominee shall be an arbitration within the meaning of paragraph (b) of sub-section (1) of Section 18B of the City Area Leases Act 1936. The fair market land rent determined by the nominee shall be binding on both the Territory and the Lessee and shall be applied for all purposes of this lease as the fair market land rent in respect of the assessment period to which the nominee's determination relates. The cost of the determination by the nominee shall be borne equally by the Territory and the Lessee;

AUDITED
STATEMENT

- (f) That the Lessee shall not less than three months and not more than six months prior to the commencement of an assessment period provide the Territory with the following -
- (i) a document setting out particulars of the business or businesses that were carried out on the premises for the twelve month period preceding the date the document is provided to the Territory: and

6. The Commonwealth covenants with each of the Lessees of all the units as follows:- 163

QUIET ENJOYMENT

(a) That the Lessee paying the rent and observing and performing the covenants and stipulations on the part of the Lessee to be observed and performed shall quietly enjoy the premises without interruption by the Territory or any person lawfully claiming from or under or in trust for the Territory.

7. It is mutually covenanted and agreed by the Commonwealth and each of the Lessees of all the units as follows:

DETERMINATION

(a) That if -

(i) any rent or other moneys payable under this lease shall remain unpaid for three months next after the date appointed for payment thereof (whether such rent shall have been formally demanded or not); or

(ii) 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 on behalf of the Commonwealth may determine 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;

ACCEPTANCE OF RENT

(b) That acceptance of rent or other moneys 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;

RENT NOT REFUNDABLE

(c) That if this lease is terminated or surrendered within the period referred to in paragraph (i) of sub-clause (a) of Clause 3 the Territory shall retain the whole of the rent paid by the Lessee in advance in respect of the period referred to in paragraph (ii) of sub-clause (a) of Clause 3 as moneys due and payable by the Lessee to the Territory on termination or surrender of the lease;

FURTHER LEASE

(d) That any extension of the terms of all the leases shall be in accordance with the provisions of the Unit Titles Act 1970;

NOTICES

(e) That any notice requirement demand consent or other communication to be given to or served upon the Lessee or Corporation 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 -

(i) the Lessee at the Unit or at the registered office or last known address of the Lessee or affixed in a conspicuous position on the Unit; and

(ii) the Corporation in accordance with the provisions of the Unit Titles Act 1970;

- (ii) a statement certified by a registered company auditor or some other person approved in writing by the Territory of the gross revenue received from and the actual operating expenses of all sub-leases tenancies licences and other rights of occupation of the premises for the twelve month period preceding the date of the statement

the Lessee shall also provide such further details or explanations as are reasonably required by the Territory in respect of the abovementioned documents within fourteen days of receiving a request from the Territory for this information.

5. The Lessees of each of the units Nos 1-4 further covenants with the Commonwealth as follows:

- PURPOSE (a) To use the premises only for the purpose of non-retail commercial uses including professional office suites;
- GROSS FLOOR AREA (b) That the gross floor area of the building on the parcel shall not be less than 300 square metres and shall not exceed 400 square metres;
- SERVICE AREAS (h) 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;
- BUILDING SUBJECT TO CONSENT (i) That the Lessee shall not, without the previous consent in writing of the Territory erect any building on the parcel or make any structural alterations to the premises;
- REPAIR (j) That the Lessee shall at all times during the said term maintain repair and keep in repair the premises to the satisfaction of the Territory;
- FAILURE TO REPAIR (k) 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 parcel 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 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 upon the parcel 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;
- RIGHT OF INSPECTION (l) To permit any person or persons authorised by the Territory to enter upon the premises at all reasonable times and in any reasonable manner to inspect the premises.
- RATES AND CHARGES (m) 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.

87.

240 of 283
EXERCISE OF
COMMONWEALTH
POWERS

(f) Any and every right power and or remedy conferred ¹⁶¹
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 Territory Minister for the time being administering the City Area Leases Act 1936 or any Statute or Ordinance substituted therefor;
- (ii) an authority or person for the time being authorised by the Minister referred to in (i) above or by law to exercise those powers or functions of the Territory the Commonwealth or the relevant Minister; or
- (iii) the person to whom the Minister referred to in (i) above has delegated all his powers or functions under the said City Area Leases Act 1936 or any Statute or Ordinance in substitution therefor;

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

DATED this *twenty third* day of *March* 1990

SIGNED SEALED AND DELIVERED

by *STUART COLLINS*)
Delegate of the Territory)
Minister for and on behalf of)
the Commonwealth in the)
presence of:)



M. JENKINSON
M. H. JENKINSON

SIGNED SEALED AND DELIVERED)

by [redacted])
[redacted] in the presence of:)



ROBERT PATRICK MAKKINGA
4 Cuthbertson Cres Oxley A.C.T.
Justice of the Peace

Real Property (Unit Titles) Act 1970

UNITS PLAN NO 591 .

Block 28 Section 346 Division of Kambah

SCHEDULE OF PROVISIONS COVENANTS AND CONDITIONS SUBJECT TO WHICH THE
LEASE OF THE COMMON PROPERTY IS HELD

1. The term of the lease expires on the twenty sixth day of September two thousand and eighty seven.
2. The rent reserved by and payable under the lease is Five cents per annum if and when demanded.
3. Proprietors - Units Plan No. 591 (hereinafter called "the Corporation") covenant with the Commonwealth of Australia (hereinafter called "the Commonwealth") as follows:-
 - (a) To pay to the Territory or to such person as may be authorised by the Territory for that purpose 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 Corporation;
 - (b) That the Corporation shall at all times during the term of the lease maintain repair and keep in repair to the satisfaction of the Territory all buildings or parts of buildings landscaping hardstanding car parking and all other improvements on the common property;
 - (c) That the Corporation shall not without the previous approval in writing of the Territory erect any building or make any structural alterations in any building or part of a building or other improvements on the common property;
 - (d) That the Corporation 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 common property is suitably screened from public view;
 - (e) That the Corporation shall provide and maintain facilities for the disabled to a standard acceptable to the Territory to ensure that disabled persons are given full opportunity for access to all parts of the premises;
 - (f) If and whenever the Corporation is in breach of the Corporation's obligations to maintain repair and keep in repair the common property the Territory may by notice in writing to the Corporation specifying the repairs and maintenance needed require the Corporation 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 parcel is beyond reasonable repair the Territory may by notice in writing to the Corporation require the Corporation to remove the building or improvement and may require the Corporation to construct a new building or improvement in place of that removed within the time specified in the notice. If the Corporation 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 upon the parcel 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 Corporation 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 Corporation;
 - (g) To permit any person or persons authorised by the Territory to enter and inspect the common property at all reasonable times and in any reasonable manner;



 4.

(h) To use the common property for the purpose of performing its duties 242 of 283 exercising its powers and performing its functions imposed or conferred on it by the Unit Titles Act and amendments thereunder.

(i) That any extension of the terms of the lease of the common property shall be in accordance with the provisions of the Unit Titles Act 1970.

4. It is mutually covenanted and agreed by the Commonwealth of Australia and the Corporation as follows:-

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 Territory Minister for the time being administering the City Area Leases Act 1936 or any Statute or Ordinance substituted therefor;
- (ii) an authority or person for the time being authorised by the Minister referred to in (i) above or by law to exercise those powers or functions of the Territory the Commonwealth or the relevant Minister; or
- (iii) the person to whom the Minister referred to in (i) above has delegated all his powers or functions under the said City Area Leases Act 1936 or any Statute or Ordinance in substitution therefor;

5. In this Lease "Minister" means the Territory Minister for the time being administering the City Area Leases Act 1936 or any Statute or Ordinance substituted therefor.

6. In this Lease "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;

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

Dated this *twenty third* day of *March* 1990

SIGNED SEALED AND DELIVERED

by **STUART COLLINS**
Delegate of the Territory
Minister for and on behalf of
the Commonwealth in the
presence of:)
)
)
)
)



M Jenkinsen
M. M. JENKINSON
Commissioner for Land Affairs

SIGNED SEALED AND DELIVERED)
in my presence by the said:)
)
)



Robert Patrick Makkinga J.P.

ROBERT PATRICK MAKKINGA
4 Cuthbertson Cres Oxley A.C.T.
Justice of the Peace

58

Ref:001/346/28

Gallens, Crowley and Chamberlain
Barristers and Solicitors
GPO Box 240
CANBERRA ACT 2601

Dear Sir/Madam

BLOCK 28 SECTION 346 DIVISION KA EAH
UNIT TITLE APPLICATION
LESSEE: [REDACTED]

Your application has been approved and endorsed by the delegate under Section 22 of the Unit Titles Act.

I have enclosed the executed forms 1-5 (in triplicate). You may now lodge this plan with the Registrar of Titles for registration. If the plans are not lodged with the Registrar within the next 3 months, they will have to be resubmitted for execution by the delegate.

Please let me know if any requisitions are raised or any alterations are made to the plan.

Yours sincerely



Barry Giddins
for Director
Redevelopment Section
Lands Branch

26 March 1990

FILE COPY

REAL PROPERTY (UNIT TITLES) ACT 1970

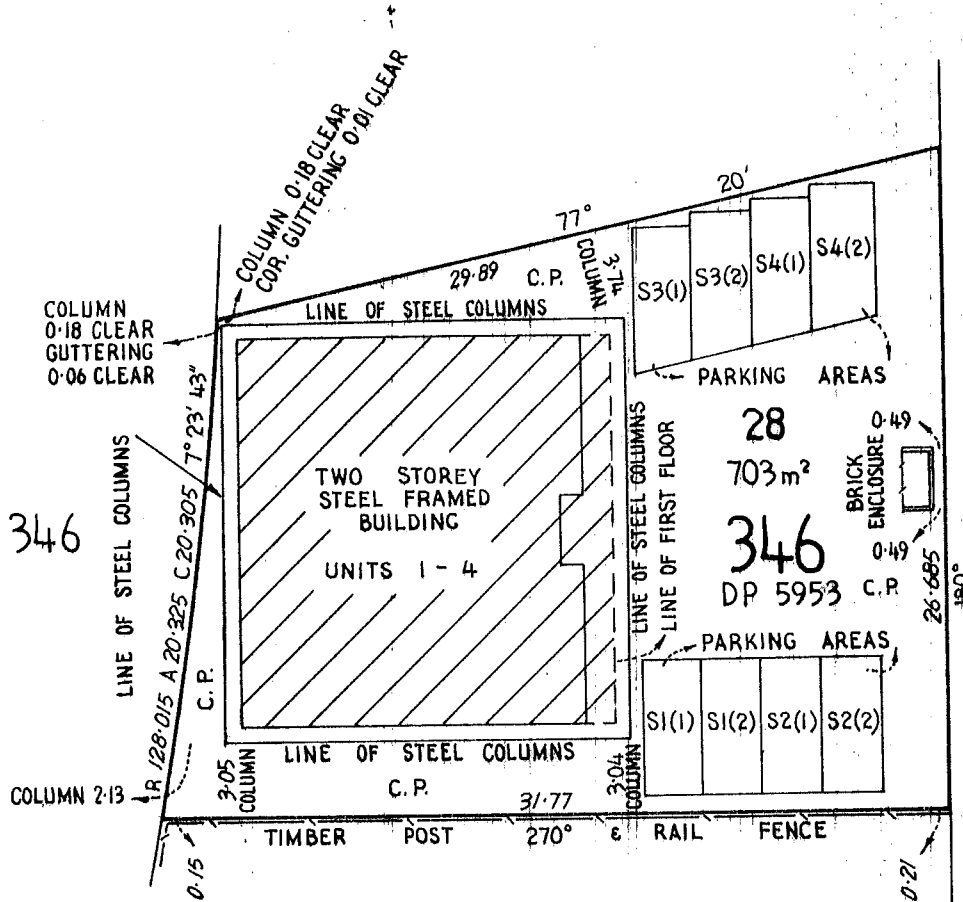
157

UNITS PLAN No.

BLOCK 28 SECTION 346 DIVISION OF KAMBAH

SITE PLAN

CLASS A UNITS



KETT STREET

C.P. DENOTES COMMON PROPERTY

SCALE 1:250



(1) Graphic Bar Scale

James Sawkins
Registered Surveyor

7.11.89

Edward Toller
Delegate of the Chief Minister

FORM 1

Real Property (Unit Titles) Act 1970

UNITS PLAN NO....

Block 28 Section 346 Division of KAMBAH
 Register Book Volume 1127 Folio 41 Deposited Plan No. 5953

Address of the Corporation for service of documents ... [REDACTED]

I, GORDON SAVILLE BURTON of 53 COLBEE COURT, PHILLIP ACT

a surveyor registered under the Surveyors Ordinance 1967, hereby certify that

1. the survey represented on this plan is accurate and has been made by me or under my immediate supervision, in accordance with the Survey Practice Directions 1987 and was completed on 11th OCTOBER 1989
2. the diagram on sheet(s) 1, 4, 5, 6 shows
 - (a) the boundaries of the abovementioned parcel of land;
 - * ~~(b) the boundaries of each unit that is a Class B unit as defined in the Unit Titles Act 1970 into which the parcel is to be subdivided;~~
 - # (c) the boundaries at ground level, or projected to ground level, of the extramities of each building or building in the course of erection on the parcel.
- #3. each building or building in the course of erection on the parcel is wholly within the parcel.
- #4. where part of a wall or part of a building or material attached to either encroaches beyond the boundaries of the parcel:-
 - (a) all units and unit subsidiaries shown in the diagram are wholly within the parcel;
 - (b) the diagram clearly indicates the existence of the encroachment and its nature and extent; and
 - (c) where the encroachment is onto land, other than a public place within the meaning of the Roads and Public Places Ordinance 1937, that an appropriate easement has been granted and registered as an appurtenance to the parcel.

Dated this SEVENTH day of NOVEMBER, 1989.

James Sawkins
 Surveyor, Registered under the
 Surveyors Ordinance 1967

- * Delete if not applicable
- # Delete if there is no building or building in the course of construction, on the parcel

Approved under the Unit Titles Act, 1970 as the Units Plan for the sub-division of the abovementioned parcel of land.

Where the Units Plan indicates a part of a wall or a part of a building or material attached to either encroaches beyond the boundaries of the parcel onto a public place within the meaning of the Roads and Public Places Ordinance 1937, I do not object to the continuance of the encroachment in its present form for the life of the whole building of which the encroachment forms part or for the term of the existing Crown Lease, whichever period is the shorter.

Dated this twenty third day of MARCH, 1990

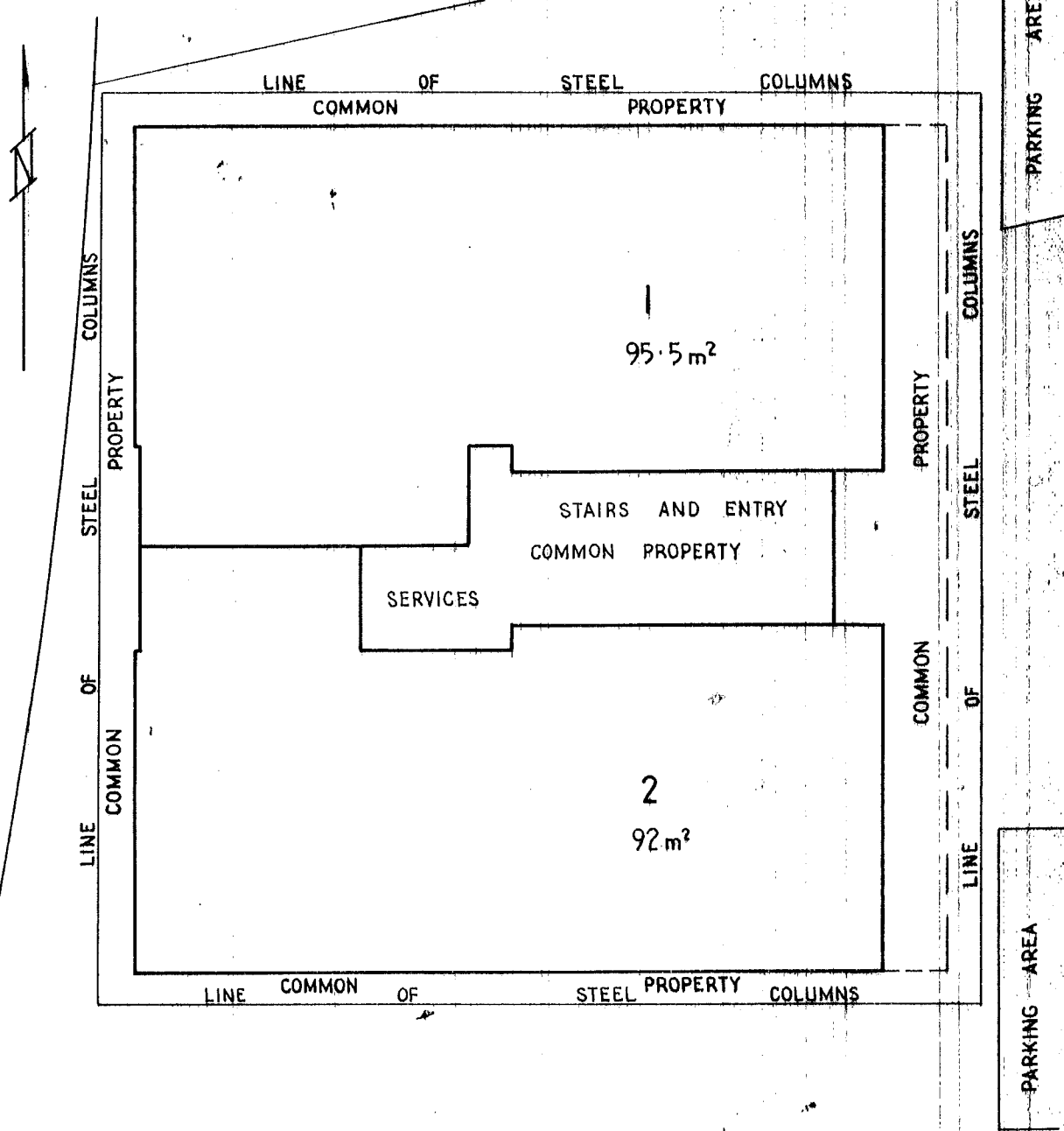
Edmund Toller
 Delegate of the Minister for Industry,
 Employment & Education
 Chief Minister.

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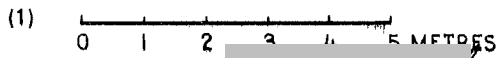
UNITS PLAN No.

BLOCK 28 SECTION 346 DIVISION OF KAMBAH

CLASS A UNITS FLOOR PLAN GROUND



SCALE 1 : 100



1) Graphic Bar Scale

[Redacted]
 [Redacted]
 Applicant

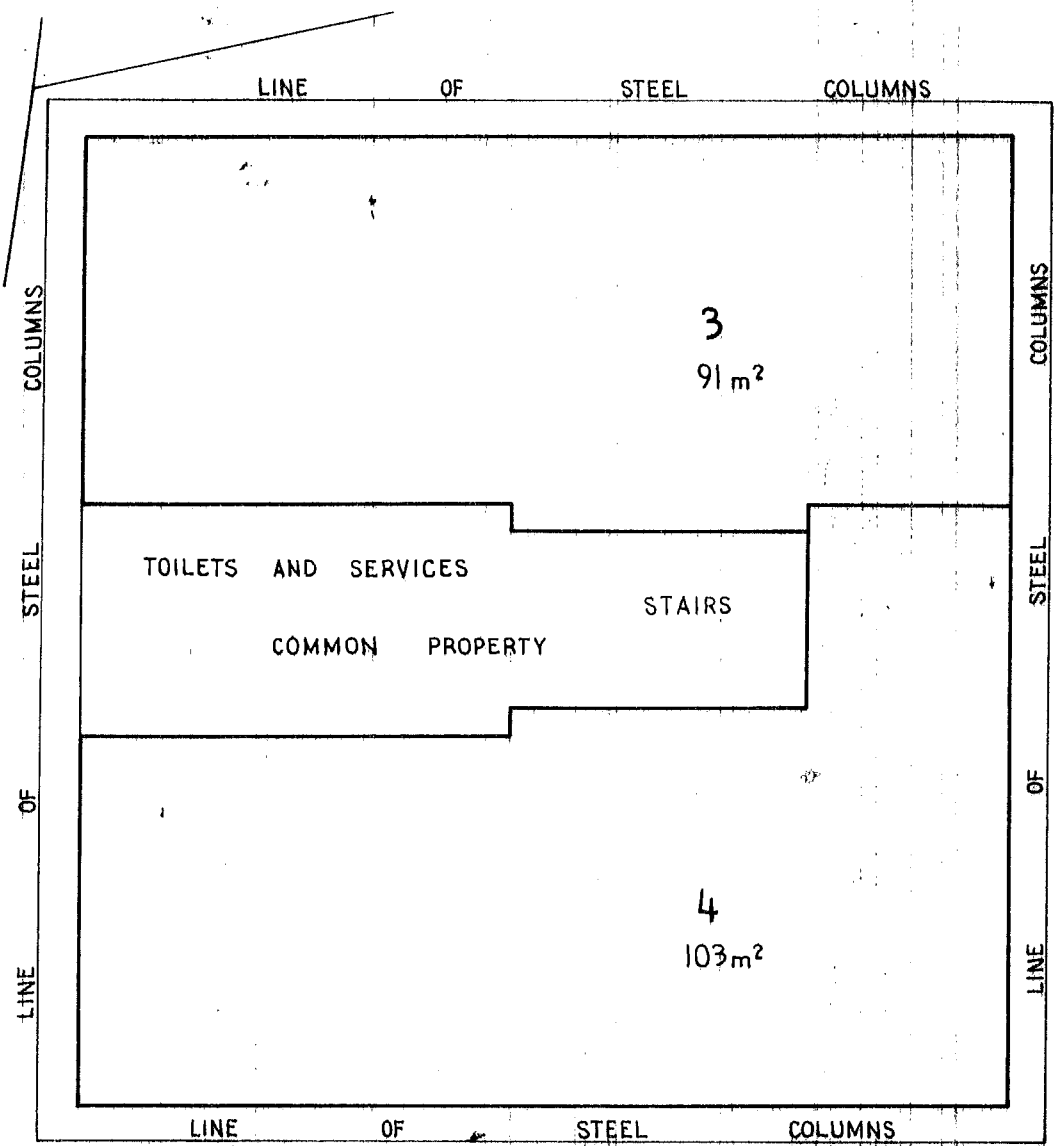
Edward Jolliffe
 Delegate of the Chief Minister

UNITS PLAN No.

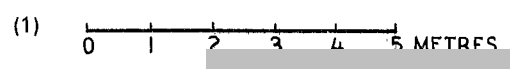
BLOCK 28 SECTION 346 DIVISION OF KAMBAH

CLASS A UNITS

FLOOR PLAN FIRST



SCALE 1:100



1) Graphic Bar Scale

[Redacted Name]
[Redacted Address]

Applicant

Shiraz Jollin
[Signature]

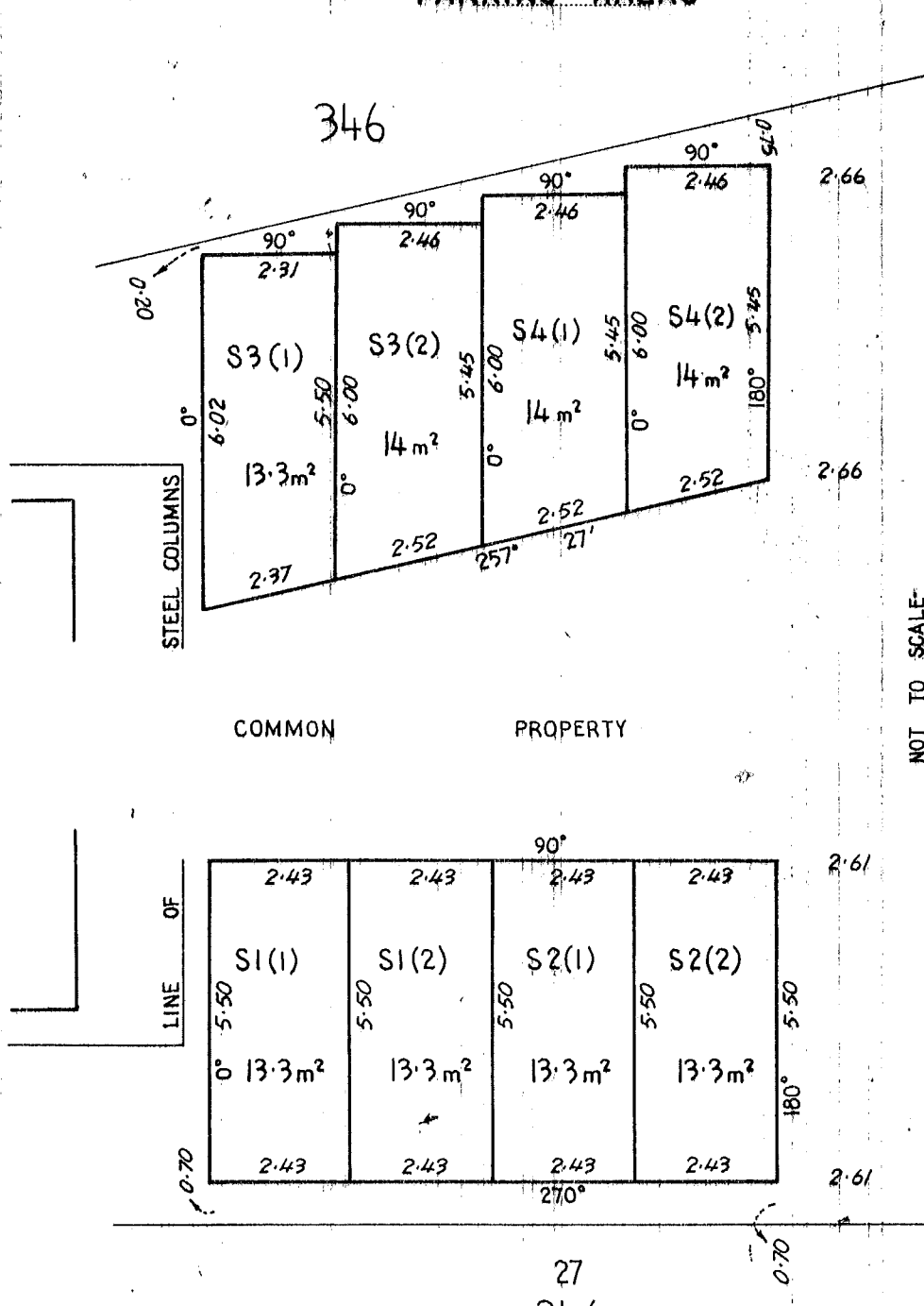
Delegate of the Chief Minister

152

UNITS PLAN No.

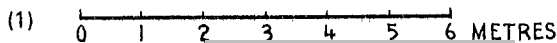
BLOCK 28 SECTION 346 DIVISION OF KAMBAH

FLOOR PLAN
UNIT SUBSIDIARIES PARKING AREAS



NOT TO SCALE

SCALE 1 : 100



1) Graphic Bar Scale



Edward Folkin
Delegate of the Chief Minister

Form 4

RENTAL

Real Property (Units Titles) Act 1970

UNITS PLAN NO _____ .

Block 28 Section 346 Division of Kambah.

SCHEDULE OF PROVISIONS COVENANTS AND CONDITIONS
SUBJECT TO WHICH LEASES OF UNITS ARE HELD

INTERPRETATION

1. In the Lease of each of the units unless the contrary intention appears:
 - (a) "accounting year" means each consecutive period of twelve months or proportion thereof ending on the thirtieth day of June or ending on such other date approved in writing by the Territory in each year (and on the last day of the term of the lease) the first such period commencing from the date of the commencement of the lease;
 - (b) "assessed rental value" means the assessed gross revenue less the assessed operating expenses of the premises calculated from time to time in accordance with the terms of the lease;
 - (c) "assessed gross revenue" means the total annual revenue of any description whatsoever that might reasonably be expected to be obtained from the premises (without limiting the generality of the foregoing) shall include revenue from all sub-leases tenancies licences or other rights of occupation carparking and naming rights) determined -
 - (i) by reference to market circumstances and values applying at the date of assessment; and
 - (ii) on the basis that the building is completed fitted out and in good and tenable repair whether or not that be the fact;
 - (d) "assessed operating expenses" means the assessed annual operating expenses which might reasonably be expected to be incurred by the Lessee in the operation management and maintenance of the premises taking one year with another but limited to -
 - (i) rates and other periodic statutory outgoings of a like nature;
 - (ii) maintenance repairs garbage collection cleaning caretaking security services and promotional expenses;
 - (iii) electricity oil gas and other fuels (other than supplies separately metered to particular sub-lessees or occupiers and charged directly to them by the supplier);
 - (iv) insurance of the premises including insurance for loss of rent (other than loss arising out of inability to procure tenants or failure of tenants to pay rent) and public liability insurance;
 - (v) management fees not exceeding two and one half per centum of the assessed gross revenue;

BUT shall not include rent payable by the Lessee under the lease capital repayments amortisation on the building interest fees or other charges in respect of any loan;



Department of Urban Services
ACT Building Control

GPO Box 158, Canberra ACT 2601

Certificate of Occupancy or Use

Persuant to Part V of the Building Act 1972, the building consisting of a
FITOUT

situated at

Division:	Section:	Block:	Unit:
Kambah	346	28	

is considered to be substantially in accordance with the prescribed requirements for occupancy or use, subject to the endorsements listed below:

Approved plan id's included in this certificate:
D

Project Number: 16884 Type of construction: TRIMS Number: 73809
 Classes of occupancy: 05
 Name of Permit Holder: P/T. CONSTRUCTION CONTROL QTC P/L

Fit for occupancy or use pursuant S 53[3]

Endorsements:

The issue of this Certificate does not affect the liability of a person to comply with the provisions of a law or the Territory (including the Building Act) relating to the building work nor does it authorise the user of the land contrary to a provision, covenant or condition of lease.

S. J. ...
Deputy Building Controller

22.12.72
Date

PLAN APPROVAL TALLY SHEET

LEASE ADMINISTRATION BRANCH COMMERCIAL, INDUSTRIAL AND MULTI-UNIT BLOCKS

BLOCK 28 SECTION 346 KAMBAAH
 NEW BUILDING WORK: N/A FIT-OUT: YES
 PROPOSED USE: OFFICES

LEASE CONDITIONS

CURRENT PURPOSE AT FOLIO:

DEVELOPMENT GFA MAX:	NO. OF UNITS	MAX:	
MIN:		MIN:	<u>N/A</u>
SPECIFIC GFA/LIMIT	PER UNIT	PURPOSE	
		MAX	MIN

OTHER LEASE REQUIREMENTS

LIGHTING Y/N CARPARKING Y/N NO. MAIL BOXES Y/N GARBAGE ENCLSR Y/N
 SHOWN Y/N Y/N NO. Y/N Y/N Y/N

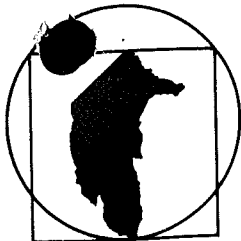
TALLY

PLAN NO	DATE REC'D	UNIT	SUBMITTED GFA	CHECKED GFA	THIS USE IF LMT PREVIOUS TOTAL	APPROVED Y/N
1221	21/9/92	3-4	GFA unchanged	—	—	* YES

* Approved for non-retail commercial use only —

Plan Checker
Date 24.9.92

Angelo Cappina
Delegate of the Minister
Date 23/9/92



D E L P

ACT GOVERNMENT

DEPARTMENT OF THE ENVIRONMENT LAND AND PLANNING

220 NORTHBOURNE AVE BRADDON ACT 2601

GPO BOX 1908 CANBERRA ACT 2601

TEL (06) 246 2211 FAX (06) 246 2303

Phone: 246 8327

Contact Officer: Lyn Houghton



Dear [Redacted]

BLOCK 28 SECTION 346 DIVISION OF KAMBAH

The Deed of Agreement for the above block has been executed by the Territory. This means that you are required to pay the amount of \$7,500.00, being 15 percent of the capital sum/reserve price, per quarter until 30 JUNE 1992. Copy of the executed Deed of Agreement enclosed for your records.

If and when you apply for figures to payout your land rent, please ensure the you complete an application form and return it with a cheque for \$1000.00 dollars being the application fee. The application fee will be deducted from your final payout figures and credited to your account when the payout has been completed. Please note that if the payout of land rent is not completed by the date indicated on the application or is withdrawn the \$1000.00 fee will be forfeited. (Application form enclosed.)

Please note that all outstanding land rent, rates and land taxes have to be paid before the payout of land rent is permitted on any block.

Yours faithfully,

Lyn Houghton
for Assistant Secretary
Lease Administration Branch

8 February 1991

THIS DEED OF AGREEMENT is made the 31 day of December 1990 between the AUSTRALIAN CAPITAL TERRITORY, the body politic established under section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th) ("the Territory") of the first part the COMMONWEALTH OF AUSTRALIA ("the lessor") of the second part and

of [redacted] in the Australian Capital Territory ("the lessee") of the third part.

WHEREAS the lessor granted to the lessee a lease under the City Area Leases Act 1936 of all that piece or parcel of land situated in the Australian Capital Territory being Block 28 Section 346 Division of KAMBAH in the said Territory for a term of 99 years commencing on the 27 day of SEPTEMBER 1988 ("the lease").

AND WHEREAS the lease contains a covenant to pay rental for the first six years at [redacted] per annum ("the former rental") and this covenant to pay rental is referred to as "the rental commitment".

AND WHEREAS the Territory is the manager of Territory Land under the provisions of the Australian Capital Territory (Planning and Land Management) Act 1988 and is entitled to receive all monies payable under the lease and is liable for the lessor's obligations under the lease.

AND WHEREAS the parties desire to vary certain rental provisions in the lease as set out herein.

NOW THIS DEED WITNESSES as follows:

1. The annual rental payable under the lease from 1 January 1991 until the 30 day of June 1992 is hereby increased from the former rental to [redacted] per annum ("the increased rental").
2. The lessee agrees to pay to the Territory the increased rental for the period from 1 January 1991 to the 30 day of June 1992.

3. The lessee may at any time elect by notice in writing to terminate this Deed. If the lessee so elects the lessee shall not be entitled to any compensation or repayment from the Territory in respect of any payments of the increased rental paid pursuant to this Deed.
4. If any increased rental shall remain unpaid after the date appointed for its payment the lessee shall on demand pay to the Territory as additional increased rent a sum calculated on the unpaid amount of increased rental under the lease at a rate of fifteen per centum per annum during any period that the increased rental remains unpaid and computed from the date appointed to the date upon which such payments are made.
5. This Deed shall terminate without any action on the part of the lessor or the Territory if the lessee transfers the lease before 30 day of June 1992 without first having procured the Territory to enter into a Deed with the lessor and the transferee on the terms set out herein. The lessor and the Territory shall enter into the deed provided the Deed remains current and that the lessee shall have complied with the terms of the lease and of this Deed.
6. PROVIDED THAT:
 - a) no rental under the lease (including any increased rental or any additional increased rental) remains unpaid;
 - b) no rates due and payable under the Rates and Land Tax Act 1926 remain unpaid; and
 - c) the lessee has complied with the provisions of any development covenants in the lease where the time for compliance with those provisions (including any extension thereof) has expired;

the lessee may by the payment of the sum of ten times the former rental, or the reserve value of the lease at the date of commencement of the lease, whichever is the greater, on or before 30 day of June 1992 DISCHARGE the rental commitment under the lease to five cents per annum if and when demanded.

7. If for any reason the lessee has not exercised the lessee's rights under the preceding clause, the lessee shall not be entitled to claim any compensation or repayment from the Territory in respect of any payments of the increased rental paid pursuant to this Deed.

IN WITNESS WHEREOF the parties have executed this Deed of Agreement the day and year first herein before written

SIGNED SEALED AND DELIVERED for)
and on behalf of the COMMONWEALTH)
OF AUSTRALIA by the AUSTRALIAN)
CAPITAL TERRITORY AS ^{PETER HUNT})
Territory Land by ~~Assistant Secretary~~ of)
Lease Administration)
Branch)
a person authorised in that)
behalf in the presence of:)

[Handwritten signature]

.....
[Handwritten signature]
.....

SIGNED SEALED AND DELIVERED for)
and on behalf of the AUSTRALIAN)
CAPITAL TERRITORY ^{Assistant Secretary})
Lease Administration)
Branch)
a person duly authorised in that)
behalf in the presence of:)

[Handwritten signature]

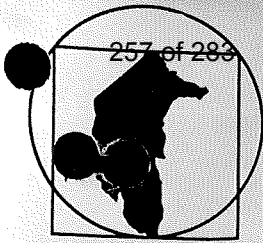
.....
[Handwritten signature]
.....

SIGNED SEALED AND DELIVERED by)
in the presence of:)



.....
[Handwritten signature]
.....

THE COMMON SEAL OF)
was hereunto affixed in)
accordance with its articles of)
association)



D E L P

ACT GOVERNMENT

DEPARTMENT OF THE ENVIRONMENT LAND AND PLANNING

220 NORTHBOURNE AVE BRADDON ACT 2601

GPO BOX 1908 CANBERRA ACT 2601

TEL (06)

FAX (06)

10/11/90



KAMBAH 28 - 346



I refer to Mr Peter Hunt's letter of 12 November 1990 in relation to the new Land Rent Payout policy.

Unfortunately the incorrect post office box number was written on the letter. The correct address for return of the Deed of Agreement and any other mail is:-

Director - Lease Services
Land Rent Unit
Land Division
GPO Box 1908
CANBERRA CITY ACT 2601

The correct contact phone number for Ms Lyn Houghton is 246 8327.

Yours sincerely

Lyn Houghton
for Assistant Secretary
Lease Administration Branch

16 November 1990

DEED CHECK LIST

BLOCK 28 SECTION 346 DIVISION Kambah

LESSEE: [REDACTED]

Previous rental:\$ [REDACTED] Per Quarter

New rental:\$ [REDACTED] Per Quarter

RESERVE PRICE/CAPITAL SUM TO BE PAID BY:

1st Reappraisal date: / / OR 30 JUNE 1992.

Deed excuted on _____.

Land Rent Account updated _____.

Comments.

Checked by _____



The A.C.T. Administration
 G.P.O. Box 158, Canberra, A.C.T. 2601
 Telephone: 46 2211

Account No. 56.C4.0709, 8

Date of Statement 4/12/90

Received the amount imprinted by cash register

MISC. ACCOUNTS BILLING/REMINDER NOTICE

LAND RENT - COMMERCIAL

[REDACTED] THE PROP. UNIT PLAN 501
 [REDACTED]

Unit No. Block 28 Section 346 Division KAMBAH

CURRENT CHARGE			
Period	Ref. No.	Due Date	Amount
1/ 1/91			RENT
TO		1/ 1/91	
31/ 3/91			ADDITIONAL

ADDITIONAL RENT HAS BEEN CALCULATED TO 1/12/90

Arrears or Credit
\$0.00

Account Enquiries 468436

Payments made after 3/12/90
 have not been taken into account.

TOTAL OWING
[REDACTED]

DO NOT SEPARATE COPIES

PLEASE PRESENT OR ENCLOSE THIS FORM WHEN MAKING PAYMENT



The A.C.T. Administration

AC22/13 (2/88)
53-01-0111-2

OFFICE COPY

LAND RENT - COMMERCIAL

THE PROP. UNIT PLAN 591

Unit No. Block 28

Section 346 Division KAMBAH

Account No.
56.04.0709.8

Amount Paid

Code
61

Please do not separate
OFFICE COPY

PAYMENT CENTRES:

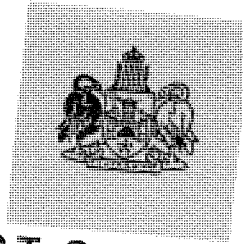
Payments may be made at:

Plaza Level, Allara House, Building 3, Canberra National Convention Centre, or
Motor Vehicle Registry, 13-15 Challis Street, Dickson, or
Ground Floor, Sir Keith Campbell Building, Woden.
Level 3, Aqua Blue Block, Benjamin Offices,
Chan Street (Southern Side), Belconnen, 2616
(Office Hours 8.30 a.m. - 4.00 p.m. Monday to Friday)
(Belconnen ONLY closed 1.30 p.m. - 2.30 p.m.)

OR Payments may be mailed to:

Secretary, The A.C.T. Administration, G.P.O. Box 158, Canberra City, A.C.T. 2601

Cheques or money orders should be made payable to The A.C.T. Administration.



A.C.T. Government

GPO Box 158, Canberra A.C.T. 2601

With Compliments

Peter Hunt
Assistant Secretary
Lands

Mr Harris received this complaint
and would like to bring the matter
to your attention.

Could you please have a raparse
prepared for Mr Harris' signature.

Thank you in anticipation

Mega Douglas

3.7.90.



ACT Government Service

Department of the Environment, Land and Planning

LAND DIVISION

Braddon Offices, 220 Northbourne Ave., Braddon
GPO Box 1908, Canberra ACT 2601
Telephone: (06) 246 8649
Facsimile : (06) 257 6595

RECEIPT

No. 300840

Received from : [REDACTED] THE PROP. UNIT PLAN 591

by CHEQUE

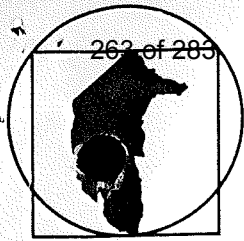
The sum of : Six thousand seven hundred fifty dollars 00 cents.

Being for : LAND RENT A/C 56.04.0709.8 \$ [REDACTED]
ADMIN FEE A/C 52.46.0002.9 \$ [REDACTED]
BLOCK 28 SECTION 346 KAMBAH

BANK	BRANCH	CHEQUE NO.	AMOUNT
CAB	CITY	570201	[REDACTED]

TOTAL \$6,750.00

Collector / Receiver of Public Monies *Monica Saad* Date 20-DEC-1990



ACT GOVERNMENT

DEPARTMENT OF THE ENVIRONMENT LAND AND PLANNING

220 NORTHBOURNE AVE BRADDON ACT 2601

GPO BOX 1908 CANBERRA ACT 2601

TEL (06)

FAX (06)



Dear 

Block 28 Section 346 KAMBAH
Account Number 522600225

In August 1990 this Branch wrote to you to advise that the Government had changed its policy on how lessees would be permitted to payout their land rent liability. You may recall that we advised that the former policy whereby lessees could, at any time within the first six years of a lease, extinguish their rental liability by paying out the reserve price of a lease would only be available until 31 December 1990. In other words if you wished to take advantage of that policy you only had until 31 December 1990 to pay the lump sum liability.

The Government has reconsidered its August decision in the light of difficulties some lessees have experienced in obtaining finance to pay out their rental liabilities. To meet this situation, the Government has decided to offer a facility under which you may elect to defer paying out your land rent liability until the earlier of:

- (1) the end of the sixth year of your lease; or
- (2) 30 June 1992.

This deferment of the lease payout will cost the Government the amount needed to borrow the money it would otherwise have raised had the payout date remained at 31 December 1990. Accordingly, if you wish to have the extended payout facility set out above you will be expected to enter into an agreement to pay land rent of 15% of the capital value of your lease rather than the amount set out in your lease.

What this means is that you now have three options in relation to your land rent. These are as follows:

- Option (1) Paying out your rental liability by 31 December 1990 by payment of the original reserve price or capital value with your present land rentals continuing until the date of payout.

- Option (2) Electing for the extended payout arrangements set out above, in which you agree to pay the 15% land rental until payout, or 30 June 1992, whichever is earlier. To obtain this lower payout amount you must payout by the end of the sixth year of your lease. In return, you will be able to pay out by paying the original reserve price or capital value.
- Option (3) You may continue to pay your current rental level until it is next reassessed in accordance with your lease. If you wish to pay out your land rent liability after 31 December 1990 you would have to pay the reserve price/capital value at the date of commencement of the lease, or the then current value of the lease, whichever is the greater.

The choice of which Option is not a matter on which we can advise you. Rather, we recommend that you consult your professional advisers (valuers, solicitor or financial consultant).

For your information attached is a copy of the Chief Minister's press statement explaining the reasons for the change in policy.

Option 2

Attached is a copy of a Deed of Agreement that you must sign if you wish to avail yourself of the extended time to payout your land rent at the original reserve price/capital value. So if this Option is your choice the following are the steps to follow:

- (1) Complete the Deed of Agreement and sign it in front of a witness and, if the lease is owned by a company, attach the company seal.
- (2) Return the completed and signed Deed before 4.51pm on 2 January 1991 addressed to:

Director - Lease Services
Land Rent Unit
Land Division
GPO Box 787
CANBERRA CITY ACT 2601

together with the following amounts:

- \$250 application fee; and
- \$7,500.00 being the amount of land rent payable in advance, for the period 1 January 1991 to 31 March 1991 at the new 15% rate.

If you elect for Option 2 you may receive a billing for land rent for the January to March 1991 quarter at the old rates because your election came too late for us to change our billing system. Provided you have sent the higher rent amount, mentioned above, please disregard the old rate billing.

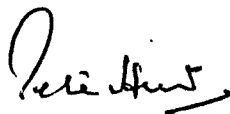
You may at any time reduce your rent payments to their former level. This will mean that you will no longer be able to exercise the additional rights conferred by Option 2 nor will you be entitled to a refund of the additional rent that you have paid.

You should read the enclosed Deed of Agreement carefully. It sets out all of your rights and obligations under Option 2 above. The terms of the Deed, if signed, will operate regardless of any other correspondence which you may have received.

If you elect to sign the Deed and return it as set out above, it will be signed and dated by the Commonwealth and a copy will be forwarded to you.

Should you have any queries about the procedures for the above options please contact Ms Lyn Houghton on 246 8827 or Mr Dick Gallagher on 246 8383.

Yours sincerely



Peter Hunt
Assistant Secretary
Lease Administration Branch

12 November 1990

THIS DEED OF AGREEMENT is made the _____ day of 1990 between the AUSTRALIAN CAPITAL TERRITORY, the body politic established under section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th) ("the Territory") of the first part the COMMONWEALTH OF AUSTRALIA ("the lessor") of the second part and

of _____ in the ("the lessee") of the third part.

WHEREAS the lessor granted to the lessee a lease under the City Area Leases Act 1936 of all that piece or parcel of land situated in the Australian Capital Territory being Block 28 Section 346 Division of KAMBAH in the said Territory for a term of 99 years commencing on the 27 day of SEPTEMBER 1988 ("the lease").

AND WHEREAS the lease contains a covenant to pay rental for the first six years at \$20,000.00 per annum ("the former rental") and this covenant to pay rental is referred to as "the rental commitment".

AND WHEREAS the Territory is the manager of Territory Land under the provisions of the Australian Capital Territory (Planning and Land Management) Act 1988 and is entitled to receive all monies payable under the lease and is liable for the lessor's obligations under the lease.

AND WHEREAS the parties desire to vary certain rental provisions in the lease as set out herein.

NOW THIS DEED WITNESSES as follows:

1. The annual rental payable under the lease from 1 January 1991 until the 30 day of June 1992 is hereby increased from the former rental to \$30,000.00 per annum ("the increased rental").
2. The lessee agrees to pay to the Territory the increased rental for the period from 1 January 1991 to the 30 day of June 1992.

3. The lessee may at any time elect by notice in writing to terminate this Deed. If the lessee so elects the lessee shall not be entitled to any compensation or repayment from the Territory in respect of any payments of the increased rental paid pursuant to this Deed.
4. If any increased rental shall remain unpaid after the date appointed for its payment the lessee shall on demand pay to the Territory as additional increased rent a sum calculated on the unpaid amount of increased rental under the lease at a rate of fifteen per centum per annum during any period that the increased rental remains unpaid and computed from the date appointed to the date upon which such payments are made.
5. This Deed shall terminate without any action on the part of the lessor or the Territory if the lessee transfers the lease before 30 day of June 1992 without first having procured the Territory to enter into a Deed with the lessor and the transferee on the terms set out herein. The lessor and the Territory shall enter into the deed provided the Deed remains current and that the lessee shall have complied with the terms of the lease and of this Deed.
6. PROVIDED THAT:
 - a) no rental under the lease (including any increased rental or any additional increased rental) remains unpaid;
 - b) no rates due and payable under the Rates and Land Tax Act 1926 remain unpaid; and
 - c) the lessee has complied with the provisions of any development covenants in the lease where the time for compliance with those provisions (including any extension thereof) has expired;

the lessee may by the payment of the sum of ten times the former rental, or the reserve value of the lease at the date of commencement of the lease, whichever is the greater, on or before 30 day of June 1992 DISCHARGE the rental commitment under the lease to five cents per annum if and when demanded.

If for any reason the lessee has not exercised the lessee's rights under the preceding clause, the lessee shall not be entitled to claim any compensation or repayment from the Territory in respect of any payments of the increased rental paid pursuant to this Deed.

IN WITNESS WHEREOF the parties have executed this Deed of Agreement the day and year first herein before written

SIGNED SEALED AND DELIVERED for)
and on behalf of the COMMONWEALTH)
OF AUSTRALIA by the AUSTRALIAN)
CAPITAL TERRITORY as manager of)
Territory Land by)
)
a person authorised in that)
behalf in the presence of:)

.....

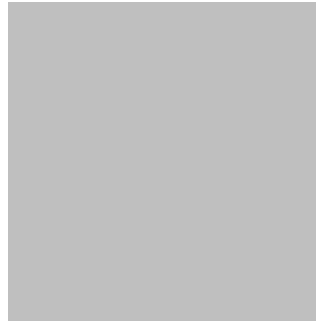
SIGNED SEALED AND DELIVERED for)
and on behalf of the AUSTRALIAN)
CAPITAL TERRITORY by)
)
a person duly authorised in that)
behalf in the presence of:)

.....

SIGNED SEALED AND DELIVERED by)
)
)
in the presence of:)

.....

THE COMMON SEAL OF)
)
)
was hereunto affixed in)
accordance with its articles of)
association)



27 December, 1990

The Director - Lease Services
Land Rent Unit
Land Division
GPO Box 1908
Canberra City ACT 2601

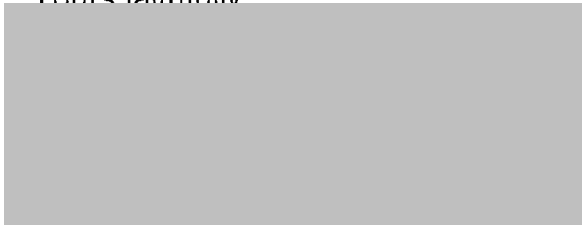
Attn: Lyn Houghton


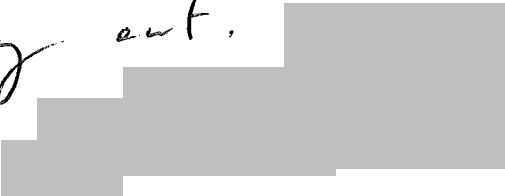
Dear Ms Houghton

BLOCK 28, SECTION 346, KAMBAH
ACCOUNT NO. 522600225

Please find enclosed a) Deed of Agreement duly completed and b) cheque for \$7,750 being \$7,500 Land Rent for period 1 January 1991 to 31 March 1991 and \$250 application fee.

Yours faithfully



* Please note cheque
attached is for 
being \$1,000 deducted
for previous application
fee to pay out. 

The Prop Unit Plan 591
[REDACTED]

Dear Sir/Madam

BLOCK 28 SECTION 346 DIVISION OF KAMBAH

As you may be aware the Minister, on 16 August announced a change to the policy for calculating the amount necessary to extinguish your land rent liability. To better enable you to decide if or when to extinguish your land rent liability I have set out below a summary of both the existing and the new policies. For your convenience I have also included the payout conditions and procedures should you decide to extinguish your land rent liability.

PRESENT POLICY

Lessees may extinguish their land rent commitment by paying the following amounts:-

- (1) where the first rental period* has not expired by paying the original auction reserve price ie. 10 times the current rent.
- (2) where the first reappraisal date* has passed, by paying 9 times the current rent.

* please read your lease for an explanation of "first rental period" and of first reappraisal date".

NEW POLICY EFFECTIVE 1 JANUARY 1990

The amount necessary to pay out the land rent liability under the new policy is.

- (1) where the payout occurs within 12 months of the commencement of the lease:- the amount is the auction reserve price.
- (2) where payout occurs after the initial 12 months of the lease:- the amount is the higher of the original reserve

DO I HAVE TO PAYOUT MY LAND RENT COMMITMENT?

Whether you pay out your land rent commitment now or at a later date is a decision that you will need to make based on your own circumstances, including an assessment of the financial impact on your affairs. The payout policies only set out the method by which the payout figure is calculated and any conditions that must be met before you can pay out your land rent commitment. **THERE IS NO LEGAL OBLIGATION TO PAY OUT YOUR LAND RENT COMMITMENT BEFORE 1 JANUARY 1991.**

UNIT PLANS

At this time I am unable to advise whether a single unit owner may extinguish his/her land rent liability or whether it can only be done by all members of the corporation simultaneously. I shall write to all unit owners as soon as I am able to provide definitive advice.

PAYOUT CONDITIONS

Before an application to payout land rent liability can be finalised the following conditions must be satisfied :-

- (1) land rent must be paid up to date;
- (2) land rates and land tax must be paid up to date; and
- (3) development conditions within the lease, allowing for any time extensions granted, must be being complied with at the time of the payout.

PAYOUT PROCEDURES

- (1) make a written request for a payout statement to:

The Assistant Secretary
Lease Administration Branch
Department of the Environment,
Land and Planning
GPO Box 1908
Canberra ACT 2601

- (2) if on receipt of this statement you wish to go ahead with the payout, you should complete the enclosed application payout form and return it to the Assistant Secretary Lease Administration Branch with a cheque for \$1,000. This amount, which is non refundable, will be credited to your account if you proceed with the payout prior to 1 January 1991.

- (3) on receipt of your cheque, the payout figure and date will be confirmed with you and arrangements made for the payment of that amount. The amount is calculated as follows

Capital sum	(see paragraphs 1 & 2 under the Present Policy heading)
+ Rent arrears	(or minus rent in advance)
+ Rates arrears	(if any)
+ Administrative fee	(see paragraph 4 following)
<u>- \$1000.00</u>	(paid with application)

Amount Payable

- (4) the rental clause will then have to be removed from the lease. This is done by the surrender of the existing lease and the grant of a new lease. There is an administrative charge of \$950 for the preparation of the memorandum of surrender and the new crown lease. (N.B. this \$950 is exclusive of any Titles Office charges).

You may consider it appropriate to discuss your options with your valuer or financial consultant. This Department cannot provide advice on which option you should pursue. For most lessees, however, it is expected that it will cost more to pay out their land rent liability under the new arrangements which will take effect from 1 January 1991.

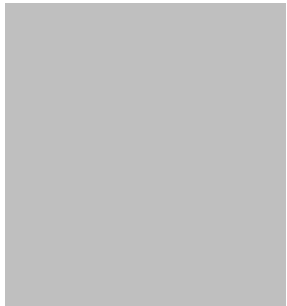
Should you have any questions about the above procedures please contact Mr Ray Anscombe on 2468593

Yours faithfully



Peter Hunt
Assistant Secretary
Lease Administration Branch

7 September 1990.



10 October 1990

The Assistant Secretary
Lease Administration Branch
Department of the Environment, Land & Planning
GPO Box 1908
CANBERRA ACT 2601

ATTENTION : Lyn Houghton

Dear Ms Houghton

BLOCK 28 SECTION 346 KAMBAH
YOUR REF : TL 601/346/28

Thank you for your courtesy and attention at our meeting last week. I found it quite refreshing.

As I indicated to you at that meeting, I shall reserve my decision to pay out the land rental on the subject property, and accordingly request that my application to pay out the rental stays alive. In the meantime I have paid the rental due on 1 October last.

Yours faithfully



Reference No.....



26 June 1990

The Secretary
ACT Administration
GPO Box 158
CANBERRA ACT 2601

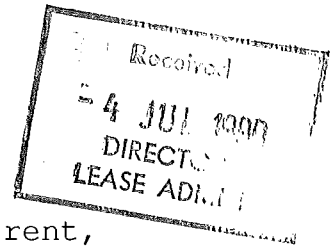


M/s Callon,
Please advise.
Sydney

ATTENTION: Mr W Harris

Dear Sir

LAND RENT
BLOCK 28 SECTION 346 KAMBAH
ACCOUNT NO 56-0407098



Attached is a copy of a handwritten account for land rent, including an amount for arrears (\$5,000) and a fine of [redacted]

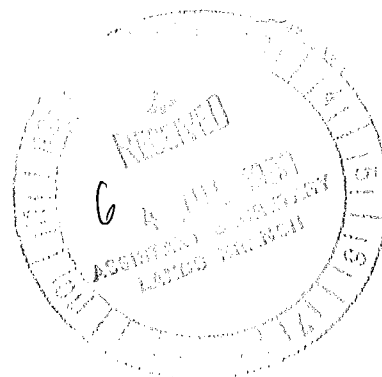
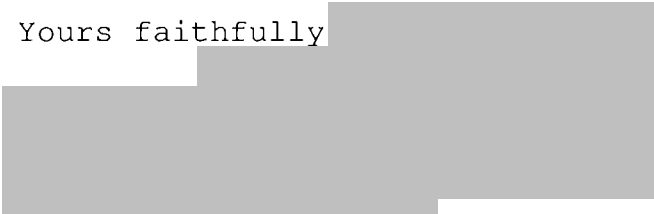
As the lessee of several commercial blocks in Canberra, I am used to land rental accounts being issued on time and it is my custom to pay immediately.

The arrears of \$ [redacted] was never the subject of an account - it was not sent out by your officers. However, I'm obliged to pay a fine because of this.

I am informed by your Mr Anscombe that there is no computer link between the rates section and land rental sections. Therefore, if a change of address is notified to your rates section, it is not changed in the land rental section - there would seem to be no linked communication at all.

I have paid the amount of \$ [redacted] today, but would appreciate your assistance in having the fine of [redacted] put aside - it was no fault of mine and I am a little upset about the matter.

Yours faithfully [redacted]





The A.C.T. Administration
G.P.O. Box 158, Canberra, A.C.T. 2601
Telephone: 46 2211

Account No. **56-0407098**
Date of Statement **12/6/90**

MISC. ACCOUNTS BILLING/REMINDER NOTICE

Received the amount imprinted by the cash register

Wrong Address

CHANGE OF ADDRESS



Unit No. Block **28** Section **34b** Division **Kambah**

CURRENT CHARGE			
Period	Ref. No.	Due Date	Amount
1/7-1/10		1/7/90	penalty interest

Arrears or Credit

Account Enquiries **2468436**

Payments made after
have not been taken into account.

7/6/90

DO NOT SEPARATE COPIES

PLEASE PRESENT OR ENCLOSE THIS FORM WHEN MAKING PAYMENT



The A.C.T. Administration

AC22/13 (2/88)
53-01-0111-2

OFFICE COPY



Unit No. Block *28*

Section *346* Division *Kambah*

Account No.
560407098

Amount Paid

Code
61

Please do not separate
OFFICE COPY

PAYMENT CENTRES:

Payments may be made at:

Plaza Level, Allara House, Building 3, Canberra National Convention Centre, or
Motor Vehicle Registry, 13-15 Challis Street, Dickson, or
Ground Floor, Sir Keith Campbell Building, Woden.
Level 3, Aqua Blue Block, Benjamin Offices,
Chan Street (Southern Side), Belconnen, 2616
(Office Hours 8.30 a.m. – 4.00 p.m. Monday to Friday)
(Belconnen ONLY closed 1.30 p.m. – 2.30 p.m.)

OR Payments may be mailed to:

Secretary, The A.C.T. Administration, G.P.O. Box 158, Canberra City, A.C.T. 2601

Cheques or money orders should be made payable to The A.C.T. Administration.

SEND CONFIRMATION
277 of 283

DATE/TIME 24-09-90 10:30AM
LOCAL I.D. 062576595
LOCAL NAME LAND DEV 8TH FLOOR

*** **

No.	REMOTE STATION I.D.	START DATE/TIME	DURATION	#PAGES	COMMENT
1	2743760	24-09-90 10:28AM	1'26"	2	COMPLETE

FACSIMILE TRANSMISSION

DATE : 21.9.90

TO : Dept. of Expt. Land etc FAX NO : 2462303

ATTENTION : Mr. Ray Anraombu

FROM : [Redacted]

NO OF PAGES (including transmission page) 1

REFERENCE : Block 28 Section 446 Kambal

I have today delivered to your office a cheque for \$1000 as application fee to pay out the land Rent by the end of September.

However, I still have no response to my letter of 26th June or my fax of 10th Sept. in regard to the incorrect charges levied on my land Rent account.

Please have the matter rectified as I do not intend to pay this incorrect levy if it is accrued into the payout figure.





21 September 1990

The Assistant Secretary
Lease Administration Branch
Department of the Environment, Land & Planning
GPO Box 1908
CANBERRA ACT 2601

ATTENTION : Mr R Anscombe

Dear Sir

BLOCK 28 SECTION 346 KAMBAH
BLOCK 42 SECTION 4 HUME
BLOCK 21 SECTION 3 HUME

YOUR REF : TL 601/346/28

Attached is a cheque for [REDACTED] as application fee to pay out the land rent commitment on the subject three blocks.

Rates, Land Tax and Land Rent are paid to date on each of the blocks.

We wish to pay out the commitment at the end of September.

Yours faithfully

[REDACTED]



ACT Government Service

Department of the Environment, Land and Planning

LAND DIVISION

Braddon Offices, 220 Northbourne Ave., Braddon
GPO Box 1908, Canberra ACT 2601
Telephone: (06) 246 8649
Facsimile : (06) 257 6595

RECEIPT

No. 300222

Received from :



by CHEQUE

The sum of :



Being for :

PART PAYMENT IN CONNECTION WITH
LAND RENT PAYOUT
BLOCK 28 SECTION 346 KAMBAH
A/C NO 56.01.0601.9

BANK	BRANCH	CHEQUE NO.	AMOUNT
CAB	CANBERRA	570092	

TOTAL



Collector / Receiver of Public Monies *b. Ryan* Date 21-SEP-1990



ACT Government Service

Department of the Environment, Land and Planning

LAND DIVISION

Braddon Offices, 220 Northbourne Ave., Braddon
GPO Box 1908, Canberra ACT 2601
Telephone: (06) 246 8649
Facsimile : (06) 257 6595

RECEIPT

No. 300222

Received from :



by CHEQUE

The sum of :



ORIGINALS

Being for :

PART PAYMENT IN CONNECTION WITH
LAND RENT PAYOUT
BLOCK 28 SECTION 346 KAMBAH
A/C NO 56.01.0601.9

BANK	BRANCH	CHEQUE NO.	AMOUNT
CAB	CANBERRA	570092	

TOTAL



Collector / Receiver of Public Monies

b. Ryan

Date 21-SEP-1990



ACT Government Service

Department of the Environment, Land and Planning

LAND DIVISION

Braddon Offices, 220 Northbourne Ave., Braddon
GPO Box 1908, Canberra ACT 2601
Telephone: (06) 246 8649
Facsimile : (06) 257 6595

RECEIPT

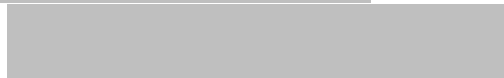
No. 300223

Received from :



by CHEQUE

The sum of :



Being for :

PART PAYMENT IN CONNECTION WITH
LAND RENT PAYOUT
BLOCK 42 SECTION 4 HUME
A/C NO 56.01.0802.0

BANK	BRANCH	CHEQUE NO.	AMOUNT
CAB	CANBERRA	570092	

TOTAL



Collector / Receiver of Public Monies *[Signature]* Date 21-SEP-1990



ACT Government Service

Department of the Environment, Land and Planning

LAND DIVISION

Braddon Offices, 220 Northbourne Ave., Braddon
GPO Box 1908, Canberra ACT 2601
Telephone: (06) 246 8649
Facsimile : (06) 257 6595

RECEIPT

No. 300224

Received from :



by CHEQUE

The sum of :



Being for :

PART PAYMENT IN CONNECTION WITH
LAND RENT PAYOUT
BLOCK 21 SECTION 3 HUME
A/C NO 56.01.0802.0

BANK	BRANCH	CHEQUE NO.	AMOUNT
CAB	CANBERRA	570092	

TOTAL



Collector / Receiver of Public Monies

C. Ryan

Date 21-SEP-1990