Appendix A
Land Tenure, Leasing and Legislation

Elliott North & South Camp

CUFT/249/036I

REGISTER BOOK

VOLUME 249 FOLIO 36

REGISTRAR-GENERAL

COMMONWEALTH OF AUSTRALIA

ABORIGINAL LAND RIGHTS (NORTHERN TERRITORY) ACT 1976

SECTION 12

DEED OF GRANT

WHEREAS an Aboriginal Land Trust by the name of the GURUNGU ABORIGINAL LAND TRUST has been established pursuant to section 4 of the Aboriginal Land Rights (Northern Territory) Act 1976

AND WHEREAS the Minister of State for Aboriginal Affairs has recommended to me that a grant of an estate in fee simple in the land described hereunder be made to the said Aboriginal Land Trust

NOW THEREFORE I, WILLIAM GEORGE HAYDEN, Companion of the Order of Australia, Governor-General of the Commonwealth of Australia acting in accordance with the said recommendation, DO HEREBY GRANT to the GURUNGU ABORIGINAL LAND TRUST an Estate in Fee Simple subject to the provisions of the Aboriginal Land Rights (Northern Territory) Act 1976 and subject to the conditions reservations and exceptions hereinafter contained in ALL THAT land in the Northern Territory of Australia containing an area of 2,774.8 hectares more or less being Northern Territory Portions 3720 and 3869 and being more particularly shown on Compiled Plan S89/38A and Survey Plans S89/38B and C which plans have been deposited with the Registrar-General, Darwin in the said Territory BUT EXCLUDING THEREFROM all that land being both the land on which there is at the time of the execution of this Deed of Grant a road over which the public has a right of way, namely the Stuart Highway, and the land adjacent to the said road and generally within 100 metres on each side of the centre line thereof being more particularly shown on the said Plans and EXCLUDING THEREFROM all that land being both the land on which there is at the time of the execution of this Deed of Grant a road over which the public has a right of way, namely the road from the Stuart Highway to Lake Woods, and the land adjacent to the said road and within 50 metres on each side of the centre line thereof being more particularly shown on the said Plans and EXCLUDING THEREFROM all that land being both the land on which there is at the time of the execution of this Deed of Grant a

1254/92
NLC

road over which the public has a right of way, namely the road from the Stuart Highway to Northern Territory Portion 774, and the land adjacent to the said road and within 25 metres on each side of the centre line thereof being more particularly shown on the said Plans

AND I HEREBY RESERVE AND EXCEPT to the Commonwealth of Australia the right to any minerals existing in their natural condition, or in a deposit of waste material obtained from any underground or surface working, on or below the surface of the said land, being minerals all interests in which are vested in the Commonwealth of Australia with full power and authority for the Commonwealth of Australia its officers servants and agents and such person or persons as shall from time to time be authorised by it them or any of them to enter upon the said land and to search for mine dig and remove those minerals and the right of full and free ingress egress and regress into out of and upon the land hereby granted for the several purposes aforesaid or any of them

AND I HEREBY RESERVE AND EXCEPT to the Northern Territory of Australia the right to any minerals existing in their natural condition, or in a deposit of waste material obtained from any underground or surface working, on or below the surface of the said land, being minerals all interests in which are vested in the Northern Territory of Australia with full power and authority for the Northern Territory of Australia its officers servants and agents and such person or persons as shall from time to time be authorised by it them or any of them to enter upon the said land and to search for mine dig and remove those minerals and the right of full and free ingress egress and regress into out of and upon the land hereby granted for the several purposes aforesaid or any of them.

Given under my hand and the
Great Seal of Australia
this fifth day
of December 1991

Bill Hayden

Governor-General

Date Registered: 05/12/1991 **Volume** 249 **Folio** 036

Duplicate Certificate as to Title issued? Yes

SEARCH CERTIFICATE

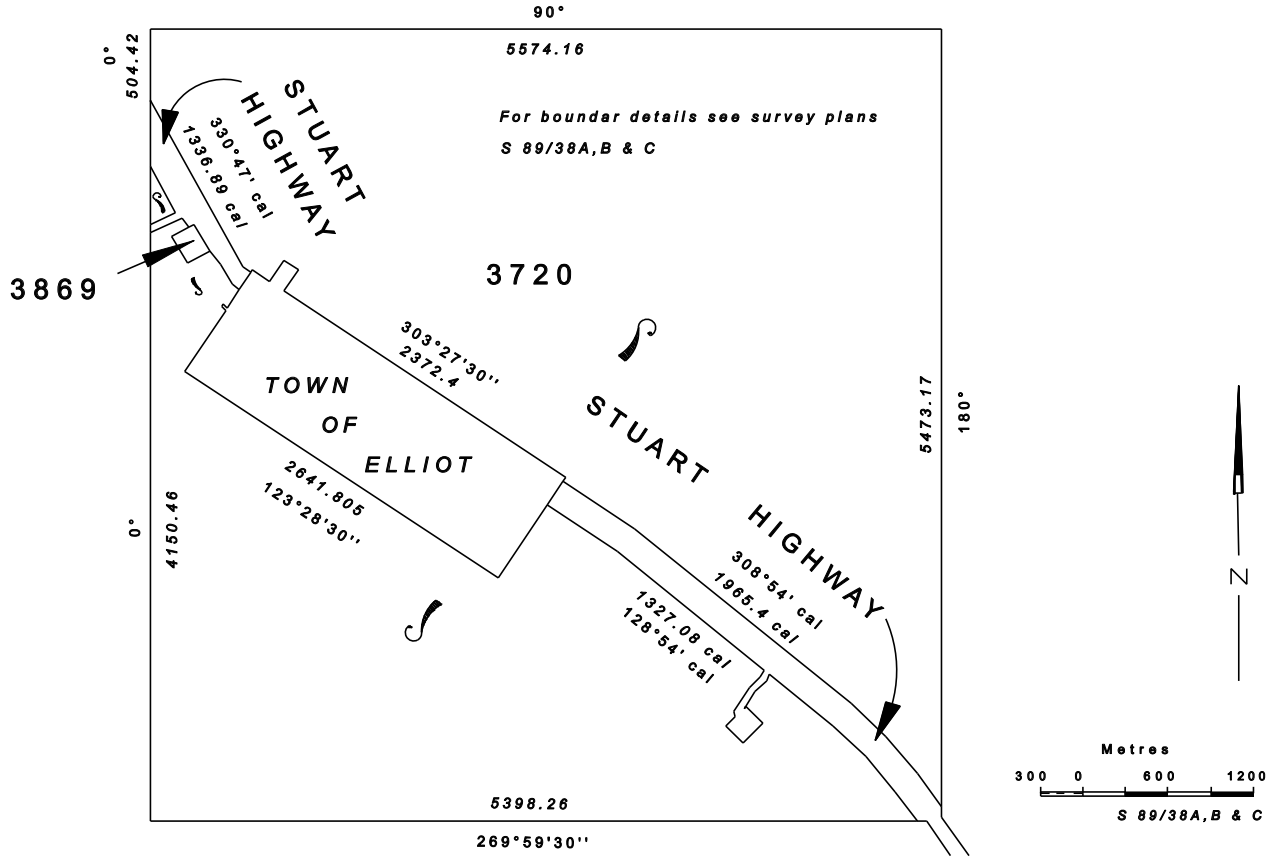
N.T. Portion 3720 from plan(s) S 89/038A
N.T. Portion 3869 from plan(s) S 89/038A
Area under title is 27 square kilometres 74 hectares 8000 square metres

Owner:
Gurungu Aboriginal Land Trust
of C/- Northern Land Council, 9 Rowling Street, Casuarina NT 0810

Registered Date	Dealing Number	Description

End of Dealings

IMPORTANT MESSAGE: This title information is compiled from the paper register and may be incomplete. Please refer to the scanned image of the paper title for further details. Contact Land Titles Office staff for assistance.



NORTHERN TERRITORY OF AUSTRALIA

Record of Administrative Interests and Information

Record of Administrative Interests and Information
The information contained in this record of Administrative Interests only relates to the below parcel reference.

Parcel Reference: N.T. Portion 03720 plan(s) S 89/038A

(See section 38 of the Land Title Act)

Note: The Record of Administrative Interests and Information is not part of the Land Register and is not guaranteed by the Northern Territory of Australia, and the NT Government accepts no Liability for any omission, misstatement or inaccuracy contained in this statement.

Registrar General

Government Land Register
(none found)

Custodian - Registrar General (+61 8 8999 6252)

Current Title
CUFT 249 036 (order 1)

Tenure Type
ESTATE IN FEE SIMPLE

Tenure Status
Current

Area Under Title
27 square kilometres 74 hectares 8000 square metres

Owners
Gurungu Aboriginal Land Trust
C/- Northern Land Council, 9 Rowling Street, Casuarina NT 0810

Easements
(none found)

Scheme Name
(none found)

Scheme Body Corporate Name
(none found)

Reserved Name(s)
(none found)

Unit Entitlements
(none found)

Transfers
(none found)

Tenure Comments
(none found)

Historic Titles
(none found)
Visit the website http://www.nt.gov.au/justice/bdm/land_title_office/

Custodian - Surveyor General (+61 8 8995 5362)

Address
224 STUART HWY, PAMAYU

Survey Plan
S 89/038A

Survey Status
Approved

Parcel Status
CURRENT

Parcel Area
27 square kilometres, 71 hectares

Map Reference
Code 245 Scale 5000 Sheet 00.00

Parent Parcels
(none found)

Parcel Comments
PART R1323 & LOT 110 ELLIOTT AS SCHEDULED UNDER ALR ACT. GURUNGU COMMUNITY IS WITHIN THIS PARCEL. CADASTRAL CONTROL SURVEY, TOWNSITE OF GURUNGU - S2010/233. GURUNGU TOWN CAMP SURVEY (PROP TOWN OF ELLIOTT EXTENSION) - S2011/160. TO BE SUBDIVIDED INTO NT PORTION 7576(A)- S2016/070.

Survey Comments
LAND GRANT SURVEY PURSUANT TO LAND CLAIM 73. SURVEY ON PLANS A TO C.

Proposed Easements
(none found)

Municipality
BARKLY SHIRE

Region
BARKLY

Custodian - Valuer General (+61 8 8943 9193)

Owner's Last Known Address
GURUNGU ABORIGINAL LAND TRUST, C/- NORTHERN LAND COUNCIL, 9 ROWLING STREET, CASUARINA N.T.

Unimproved Capital Value

Valuation Improvements
(none found)

Custodian - Property Purchasing (+61 8 8999 6631)

Acquisitions
(none found)

Custodian - Building Advisory Service (+61 8 8999 8965)

Building Control Areas
(none found)

Building Permits

Application Number:	5 of 5
Description:	Dwelling on Lot 6
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	141 square metres
Certification:	Single Dwelling - Full Code - *issued on* 01/04/2005

Application Number:	4 of 5
Description:	Duplex on lot 49
Number of Residental Units:	2
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	141 square metres
Certification:	Single Dwelling - Full Code - *issued on* 01/04/2005

Application Number:	3 of 5
Description:	3 X HOUSE
Number of Residental Units:	3
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	405 square metres
Certification:	Single Dwelling - Full Code - *issued on* 22/02/2001

Visit the website http://www.nt.gov.au/building/

Custodian - Town Planning and Development Assessment Services (+61 8 8999 6046)

Planning Scheme Zone
PS (Public Open Space)

Interim Development Control Orders
(none found)

Planning Notes
(none found)

Planning Applications

File Number
PA1993/0480

Type
Development

Date Received
27/08/1993

Application Purpose
COMMUNITY FACILITIES OFFICE, WORKSHOP AND DWELLING WITHIN ELLIOT NORTH CAMP. SEE NTP 3720 FOR CORRECT SITE DETAILS.

Application Status
Approved

Other Affected Parcels
N.T. Portion 03869

Instrument Signed
04/09/1993

Instrument Number
MD0008

Instrument Issued
Signed

Instrument Status

Custodian - Power and Water Corporation (1800 245 092)

Meters on Parcel

Power Water - Electricity	(none found)
Power Water - Water	(none found)

For Account balances, contact the Power and Water Corporation.

Custodian - Pool Fencing Unit (+61 8 8924 3641)

Swimming Pool/Spa Status
(none found)

For more information, contact the Pool Fencing Unit (+61 8 8924 3641).

Custodian - Mines and Energy (+61 8 8999 5322)

For information on possible Exploration Licences, contact Mines & Energy or visit the website http://www.nt.gov.au/d/Minerals_Energy/

For information on possible Petroleum Titles, contact Mines & Energy for further details.

Custodian - NT Environment Protection Authority (+61 8 8924 4218)

Results of site contamination assessment
(none found)

For further information contact Environment Protection Authority or visit the website https://ntepa.nt.gov.au/waste-pollution/contaminated-land

Custodian - Heritage Branch (+61 8 8999 5039)

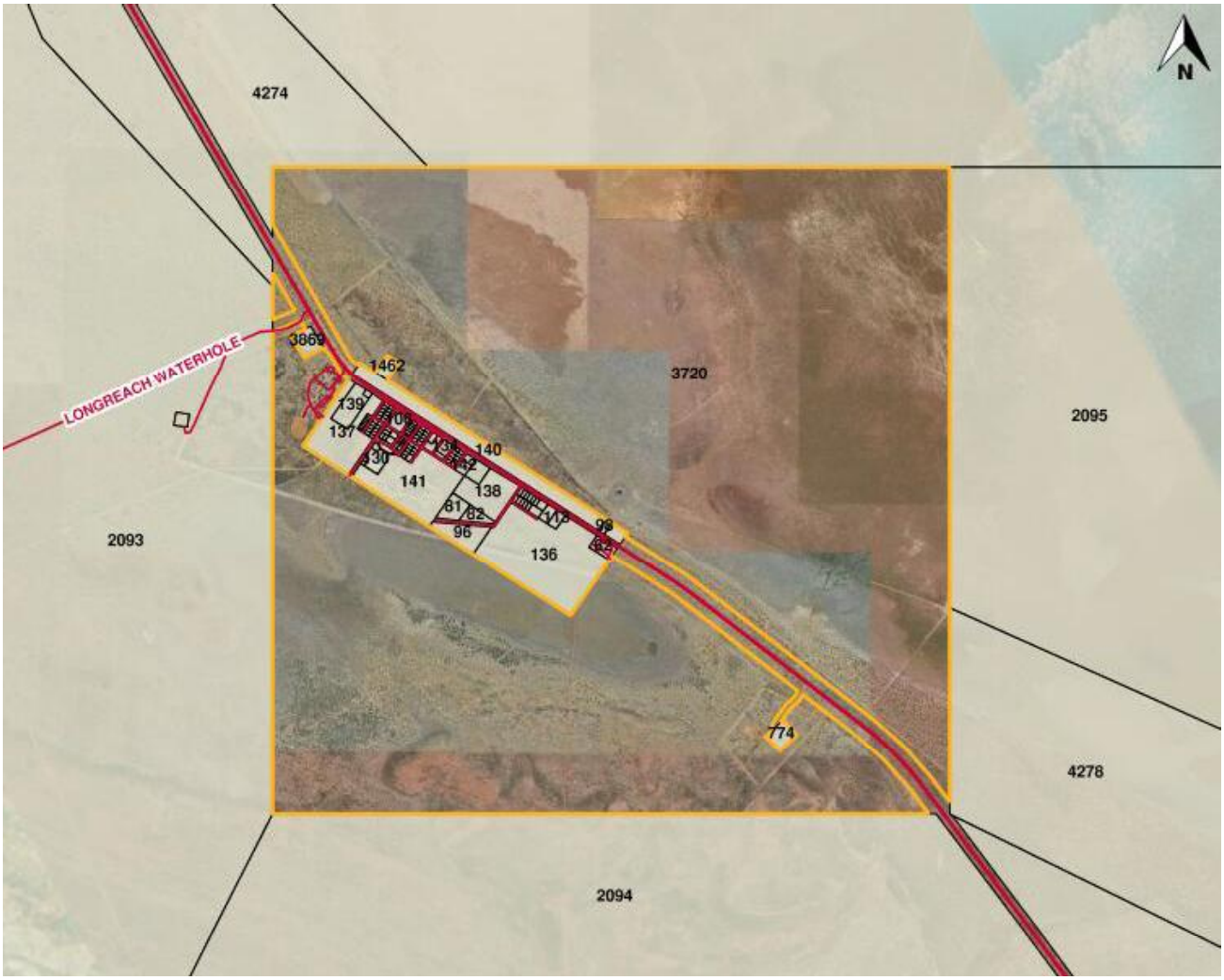
Heritage Listing:
(none found)

For further information on heritage places contact Heritage Branch or visit the website http://www.dlpe.nt.gov.au/heritage

Other Interests

For Account balances, contact Barkly Shire Council

The Aboriginal Land Rights (NT) Act imposes restrictions on the rights of the registered proprietor to deal with this land.


N
4274
LONGREACH WATERHOLE
3869
1462
3720
2095
139
137
140
141
138
61
82
96
136
2093
774
4278
2094

NORTHERN TERRITORY OF AUSTRALIA

Record of Administrative Interests and Information

Record of Administrative Interests and Information
The information contained in this record of Administrative Interests only relates to the below parcel reference.

Parcel Reference: N.T. Portion 03869 plan(s) S 89/038A

(See section 38 of the Land Title Act)

Note: The Record of Administrative Interests and Information is not part of the Land Register and is not guaranteed by the Northern Territory of Australia, and the NT Government accepts no Liability for any omission, misstatement or inaccuracy contained in this statement.

Registrar General

Government Land Register
(none found)

Custodian - Registrar General (+61 8 8999 6252)

Current Title
CUFT 249 036 (order 1)

Tenure Type
ESTATE IN FEE SIMPLE

Tenure Status
Current

Area Under Title
27 square kilometres 74 hectares 8000 square metres

Owners
Gurungu Aboriginal Land Trust
C/- Northern Land Council, 9 Rowling Street, Casuarina NT 0810

Easements
(none found)

Scheme Name
(none found)

Scheme Body Corporate Name
(none found)

Reserved Name(s)
(none found)

Unit Entitlements
(none found)

Transfers
(none found)

Tenure Comments
(none found)

Historic Titles
(none found)
Visit the website http://www.nt.gov.au/justice/bdm/land_title_office/

Custodian - Surveyor General (+61 8 8995 5362)

Address
23720 STUART HWY, ELLIOTT

Survey Plan
S 89/038B

Survey Status
Approved

Parcel Status
CURRENT

Parcel Area
3 hectares, 8000 square metres

Map Reference
Code 245 Scale 5000 Sheet 00.00

Parent Parcels
(none found)

Parcel Comments
ELLIOTT STOCK YARDS AND DIP (PART R1323) - S89/38/36. GRANTED IN ERROR - ALR(NT) ACT SCHEDULE 1 AMENDMENT PENDING 99/40/2.

Survey Comments
LAND GRANT SURVEY PURSUANT TO LAND CLAIM 73.

Proposed Easements
(none found)

Municipality
BARKLY SHIRE

Region
BARKLY

Custodian - Valuer General (+61 8 8943 9193)

Owner's Last Known Address
GURUNGU ABORIGINAL LAND TRUST, C/- NORTHERN LAND COUNCIL, 9 ROWLING STREET, CASUARINA N.T.

Parcels in Valuation
N.T. Portion 03869

Unimproved Capital Value
$15,000 on 01/07/1997
$15,000 on 01/07/1991

Valuation Improvements
(none found)

Custodian - Property Purchasing (+61 8 8999 6631)

Acquisitions
(none found)

Custodian - Building Advisory Service (+61 8 8999 8965)

Building Control Areas
(none found)

Building Permits
(none found)

Visit the website http://www.nt.gov.au/building/

Custodian - Town Planning and Development Assessment Services (+61 8 8999 6046)

Planning Scheme Zone
NOZONE (No NT Planning Scheme zone applies)

Interim Development Control Orders
(none found)

Planning Notes
The NT Planning Scheme may apply to development on this land.

Planning Applications

File Number
PA1993/0480

Type
Development

Date Received
27/08/1993

Application Purpose
COMMUNITY FACILITIES OFFICE, WORKSHOP AND DWELLING WITHIN ELLIOT NORTH CAMP. SEE NTP 3720 FOR CORRECT SITE DETAILS.

Application Status
Approved

Other Affected Parcels
N.T. Portion 03720

Instrument Signed
04/09/1993

Instrument Number
MD0008

Instrument Issued
Signed

Instrument Status

Custodian - Power and Water Corporation (1800 245 092)

Meters on Parcel

Power Water - Electricity	(none found)
Power Water - Water	(none found)

For Account balances, contact the Power and Water Corporation.

Custodian - Pool Fencing Unit (+61 8 8924 3641)

Swimming Pool/Spa Status
(none found)

For more information, contact the Pool Fencing Unit (+61 8 8924 3641).

Custodian - Mines and Energy (+61 8 8999 5322)

For information on possible Exploration Licences, contact Mines & Energy or visit the website http://www.nt.gov.au/d/Minerals_Energy/

For information on possible Petroleum Titles, contact Mines & Energy for further details.

Custodian - NT Environment Protection Authority (+61 8 8924 4218)

Results of site contamination assessment
(none found)

For further information contact Environment Protection Authority or visit the website https://ntepa.nt.gov.au/waste-pollution/contaminated-land

Custodian - Heritage Branch (+61 8 8999 5039)

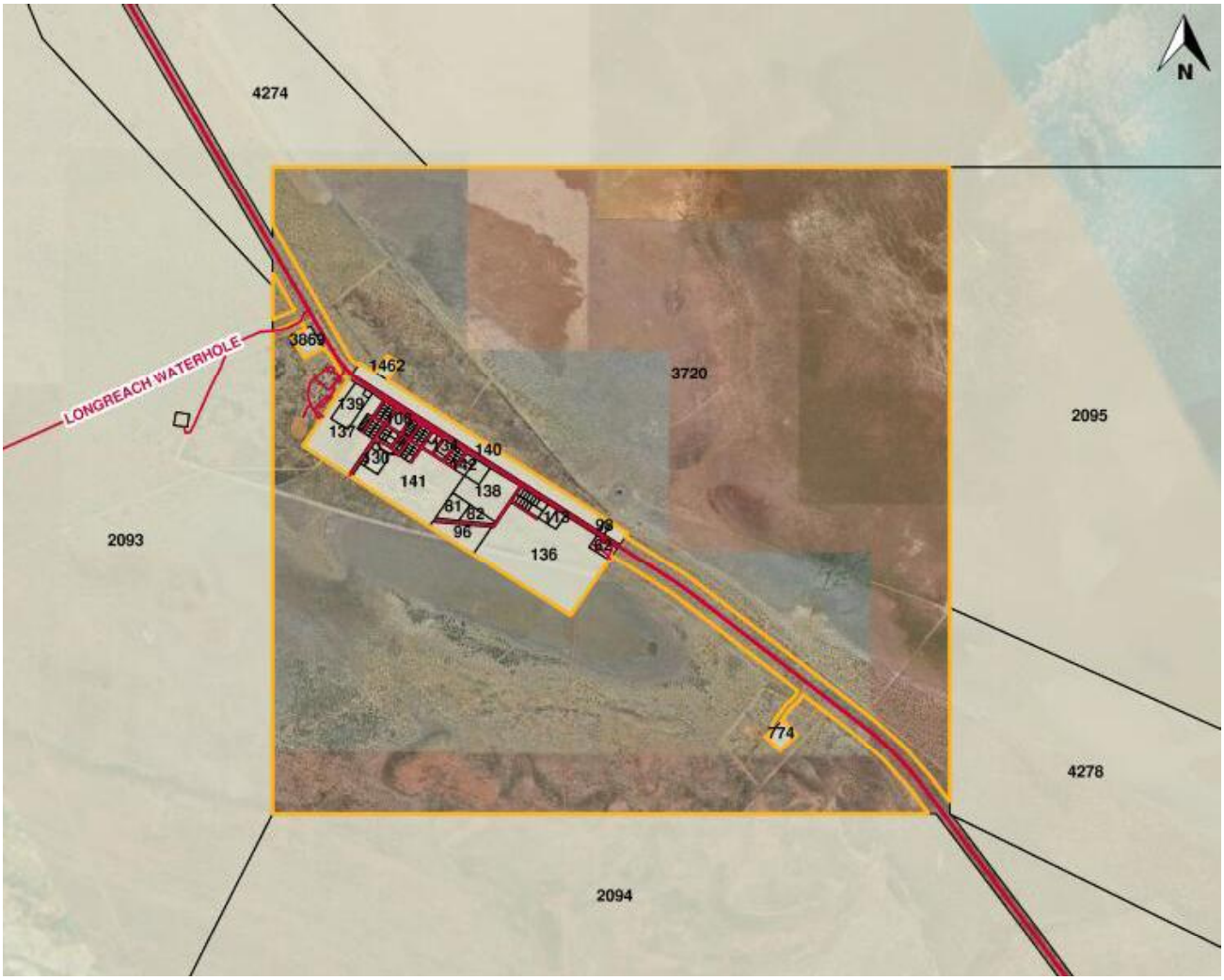
Heritage Listing:
(none found)

For further information on heritage places contact Heritage Branch or visit the website http://www.dlpe.nt.gov.au/heritage

Other Interests

For Account balances, contact Barkly Shire Council

The Aboriginal Land Rights (NT) Act imposes restrictions on the rights of the registered proprietor to deal with this land.


N
4274
LONGREACH WATERHOLE
3869
1462
3720
2095
139
137
140
141
138
61
82
96
136
2093
774
4278
2094

REGISTER BOOK

Volume 191 Folio 49

Deputy
Registrar-General

NORTHERN TERRITORY OF AUSTRALIA

SPECIAL PURPOSES LEASE No. 478

The Minister for Lands and Housing in the name of the Territory, and in pursuance of the Special Purposes Leases Act hereby grants to WILYUGOO ASSOCIATION INCORPORATED care of the Public Officer Lot 62 Stuart Highway Elliott in the Northern Territory of Australia

(who with the Lessee's executors, administrators and assigns is in this lease referred to as "the Lessee") subject to the encumbrances notified hereunder a lease of all that piece or parcel of land containing an area of six acres or thereabouts and being Lot 62 Town of Elliott as delineated on the plan hereon and therein tinted pink reserving

(a) a right of entry in favour of the Minister, or an officer authorised in writing by the Minister, at all reasonable times and in any reasonable manner, to enter upon the leased land or any part of it and to inspect the leased land or any part of it and any improvements on it;

(b) all minerals and mineral substances in or on the leased land including gold, silver, copper, tin, other metals, ores and substances containing metals, gems, precious stones, coal, shale, mineral oils and valuable earths or substances, together with the right to authorise any persons to enter upon the land to mine, work for, win, recover and remove them or any of them and to do all things necessary or convenient for those purposes;

(c) a power of resumption;

(d) a right of entry and inspection for the purposes of providing and maintaining water, sewer, electricity and other services on the leased land or on other lands

to hold unto the Lessee in perpetuity yielding and paying therefore an annual rental of ten cents if and when demanded by the Minister.

And it is hereby declared that -

The Lessee, having paid all rent due under this lease, may at any time surrender this lease in accordance with the provisions of the said Act and the Regulations thereunder.

If the rent (other than the rent for the first year) is not paid on or before the expiry of three months from the date on which it becomes payable by the Lessee, an additional amount (which will be deemed to be recoverable as rent) at the rate of five per centum per annum from the expiry of that period will become payable by the Lessee in respect of the rent overdue, if demanded by the Minister.

This lease is granted under and subject to the said Act and the Regulations for the time being in force thereunder and is conditional upon compliance by the Lessee with the covenants and conditions to be complied with by the Lessee and may, subject to the Act and the Regulations, be forfeited for non-compliance with any such covenant or condition.

This lease will commence on the second day of May One thousand nine hundred and eighty

CUCL/191/0497

- The Lessee covenants with the Minister as follows -

1. That the Lessee will pay the rent annually in advance.

2. That the Lessee will use the land only for the purposes for which it is leased; viz., Aboriginal Communal Living.

3. That the Lessee will pay all rates and taxes which may at any time become due in respect of the leased land.

4. That the Lessee will observe and comply with the Regulations under the said Act for the time being in force.

5. That the Lessee will by the first day of August, 1982 or within such further time as may be allowed in writing by the Minister commence to erect improvements on the leased land at a cost of not less than one hundred thousand dollars and in accordance with plans and specifications prepared by the lessee and previously submitted to and approved in writing by the Minister and the lessee will complete the erection of the said improvements at a cost not less than the said sum and in accordance with the said plans and specifications and in accordance with any Act, Ordinance or Regulation by the first day of August, 1984 or within such further time as may be allowed in writing by the Minister. The Lessee will at all times thereafter maintain and repair and keep in repair all buildings and improvements on the said land at a cost of not less than the said sum all to the satisfaction of the Minister.

6. That the Lessee will submit detailed sketch plans for the development of the site to the Planning Branch of the Department of Lands for approval prior to the commencement of development. Such plans will contain all details of intended improvements and proposed landscaping.

7. That the leased land will be dust suppressed and drained for stormwater to the satisfaction of the Minister by the first day of August, 1982 or within such further time as may be approved by the Minister and all such works will thereafter be maintained to the satisfaction of the Minister.

8. That all internal roads and pathways will be well drained and of good all weather construction and will be maintained to the satisfaction of the Minister.

9. That no building, structure or vehicle will be situated within eight metres of any road frontage. The setback of area so formed will be landscaped with trees and shrubs to the satisfaction of the Minister by the first day of August, 1982 or within such further time as may be allowed by the Minister and all such landscaping will thereafter be maintained to the satisfaction of the Minister.

10. That all water and sewerage works will be carried out in accordance with the standards required by the Local Authority and the Department of Health. The disposal of garbage, sewage, waste, water and sullage within the boundaries of the site must accord with the requirements of the Department of Health.

11. That adequate fire fighting equipment will be provided on the site and will be easily accessible from any development. Such equipment will be approved by the Chief Fire Officer and thereafter maintained to the satisfaction of the Minister.

12. Than no building or structure will be constructed to a height of more than one storey above ground level.

13. That for every ten individual camping sites or part thereof there will be provided the following minimal facilities -

1 water point
1 water closet for use by males
1 urinal
1 water closet for use by females
1 shower with hot and cold water, for use by females
1 shower with hot and cold water, for use by males
1 handbasin with hot and cold water for each water closet provided
1 wash trough with hot and cold water.

14. That all electrical reticulation will conform at all times with the appropriate by-laws, standards and specifications of the Northern Territory Electricity Commission.

SIGNED SEALED and DELIVERED by JOSEPH SARIB the Delegate of the Minister

SEAL

In the presence of - M. Mooney.

IN WITNESS whereof the Common Seal of WILYUGOO ASSOCIATION INCORPORATED was hereunto affixed the 25TH. day of MAY, 1981.

WILYUGOO ASSOCIATION INCORPORATED COMMON SEAL

WILYUGU ABORIGINAL CORPORATION COMMON SEAL INCORPORATED

In the presence of -

TONY CUTTA
(Full name in block letters)
T.CUTTA
(and Signature)

Community Advisor
Elliott.

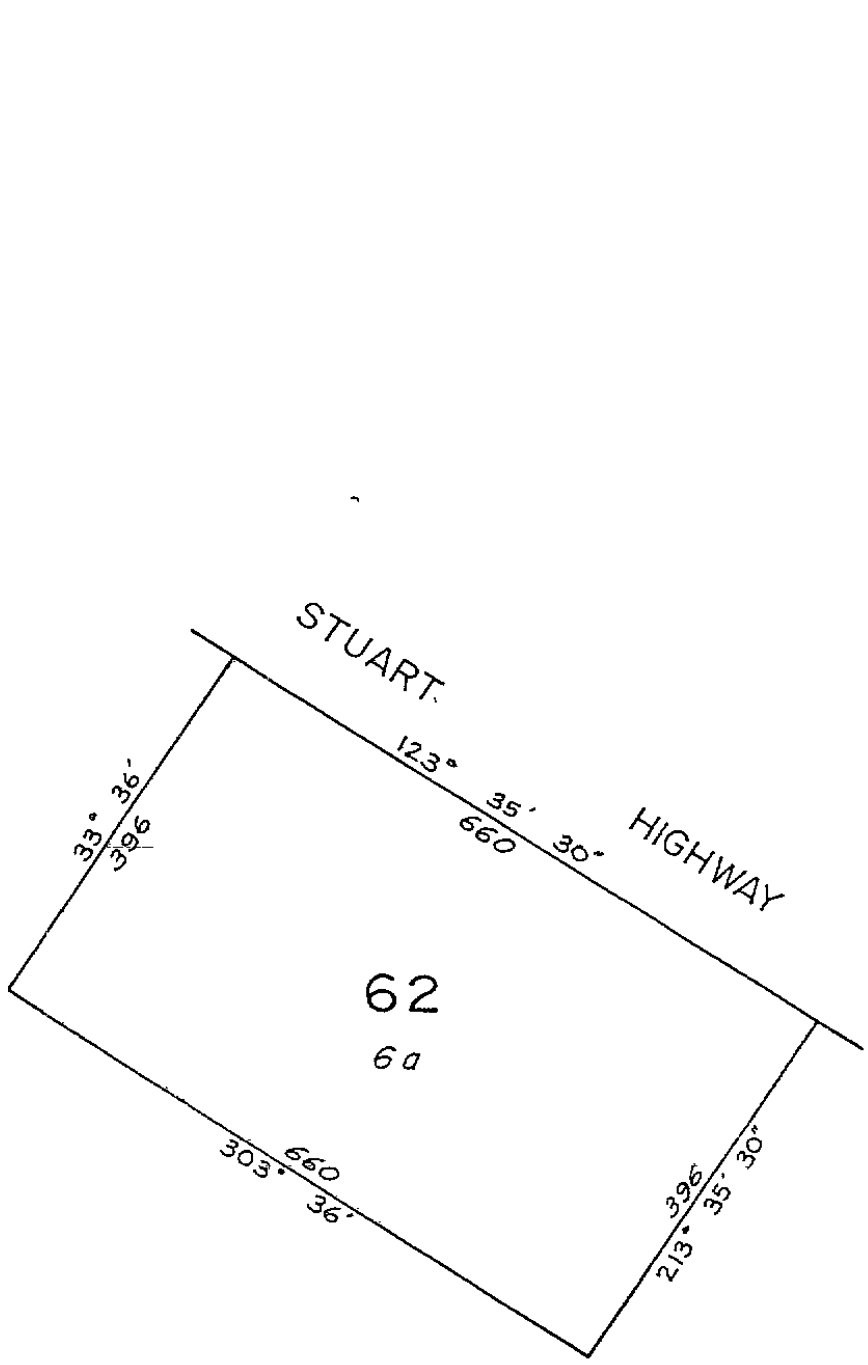
GORDON WILLIAM WILLIAMS
(Full name in block letters)
(and Signature)

SENIOR PROJECT OFFICER
DAA
Tennant Creek.

CUCL/191/0497

Viewed at 11:02:57 on 07/02/2017 by 32GPL.

PLAN REFERRED TO



Scale : 200 feet to an inch.
O.R. 1151 Exd. P.S. J.J.H.

CUCL/191/0497

ENCUMBRANCES REFERRED TO:

Nil.

I certify that this Lease is correct for execution.

Surveyor-General, N.T.

Viewed at 11:02:57 on 07/02/2017 by 32GPL.

4924/81

ABBREVIATIONS

T	— Transfer	CN	— Correction/Change Name		
M	— Mortgage	TA	— Transmission Application	ND	— Notice of Death
SL	— Lease/Sub-lease	X	— Caveat	W	— Warrant or Writ

Delivery Book No.	Nature of Instrument	Registration Number	Date of Registration	Time of Registration	Parties	Signature of Registrar	Discharges and Withdrawals			
							Registration Number	Date of Registration	Time of Registration	Signature of Registrar

A. B. CAUDELL, Government Printer of the Northern Territory

13692.302

Title CUCL 191/049

Viewed at 11:02:57 on 07/02/2017 by 32GPL.

Date Registered: 20/10/2011 **Volume** 760 **Folio** 447
Duplicate Certificate as to Title issued? No

SEARCH CERTIFICATE

SPECIAL PURPOSES LEASE 00478

Lot 62 Town of Elliott from plan(s) OP 001151
Area under title is 2 hectares 4200 square metres

Owner:
Commissioner of Consumer Affairs
of Licensing Regulation & Alcohol Strategy Division, Department of Justice, GPO Box 1154, Darwin NT 0801

Registered Date	Dealing Number	Description
		Previous title is **Register Book**CUCL **Volume** 191 **Folio** 049

End of Dealings

NORTHERN TERRITORY OF AUSTRALIA

Record of Administrative Interests and Information

Record of Administrative Interests and Information
The information contained in this record of Administrative Interests only relates to the below parcel reference.

Parcel Reference: Lot 00062 Town of Elliott plan(s) OP 001151

(See section 38 of the Land Title Act)

Note: The Record of Administrative Interests and Information is not part of the Land Register and is not guaranteed by the Northern Territory of Australia, and the NT Government accepts no Liability for any omission, misstatement or inaccuracy contained in this statement.

Registrar General

Government Land Register
(none found)

Custodian - Registrar General (+61 8 8999 6252)

Current Title
CUFT 760 447 (order 1)

Tenure Type
SPECIAL PURPOSES LEASE 478

Tenure Status
Current

Area Under Title
2 hectares 4200 square metres

Owners
Commissioner of Consumer Affairs
Licensing Regulation & Alcohol Strategy Division, Department of Justice, GPO Box 1154, Darwin NT 0801

Easements
(none found)

Scheme Name
(none found)

Scheme Body Corporate Name
(none found)

Reserved Name(s)
(none found)

Unit Entitlements
(none found)

Transfers
(none found)

Tenure Comments
(none found)

Historic Titles
CUCL 191 049 (order 1)
Visit the website http://www.nt.gov.au/justice/bdm/land_title_office/

Custodian - Surveyor General (+61 8 8995 5362)

Address
5 STUART HWY, ELLIOTT

Survey Plan
OP 001151

Survey Status
Approved

Parcel Status
CURRENT

Parcel Area
2 hectares, 4200 square metres

Map Reference
Code 245 Scale 5000 Sheet 00.00

Parent Parcels
(none found)

Parcel Comments
CONSOLIDATED WITH ADJACENT CROWN LAND TO FORM LOT 133 VIDE S86/90. LOT 133 DELETED - CONSOLIDATION NOT PROCEEDED WITH. WILYUGU COMMUNITY (LOCATION CODE 844) WITHIN THIS PARCEL. LOTS 153(A) TO 169(A) TOWN OF ELLIOTT (SUPERSEDING WILYUGU LOTS 1 TO 15) - S2010/249.

Survey Comments
(none found)

Proposed Easements
(none found)

Municipality
BARKLY SHIRE

Region
BARKLY

Custodian - Valuer General (+61 8 8943 9193)

Owner's Last Known Address
Commissioner of Consumer Affairs, LICENSING REGULATION & ALCOHOL STRATEGY DIVISION, DEPARTMENT OF JUSTICE, GPO BOX 1154, DARWIN NT 0801

Parcels in Valuation
Lot 00062 Town of Elliott

Unimproved Capital Value
$12,000 on 01/07/1997
$10,000 on 01/07/1991

Valuation Improvements
(none found)

Custodian - Property Purchasing (+61 8 8999 6631)

Acquisitions
(none found)

Custodian - Building Advisory Service (+61 8 8999 8965)

Building Control Areas

BBELL001 - Building Control Area	ELLIOTT BUILDING AREA

Building Permits
(none found)

Visit the website http://www.nt.gov.au/building/

Custodian - Town Planning and Development Assessment Services (+61 8 8999 6046)

Planning Scheme Zone
MZ (Multi Zone)

Interim Development Control Orders
(none found)

Planning Notes
(none found)

Planning Applications
(none found)

Custodian - Power and Water Corporation (1800 245 092)

Meters on Parcel

Power Water - Electricity	12
Power Water - Water	3

For Account balances, contact the Power and Water Corporation.

Custodian - Pool Fencing Unit (+61 8 8924 3641)

Swimming Pool/Spa Status
(none found)

For more information, contact the Pool Fencing Unit (+61 8 8924 3641).

Custodian - Mines and Energy (+61 8 8999 5322)

For information on possible Exploration Licences, contact Mines & Energy or visit the website http://www.nt.gov.au/d/Minerals_Energy/

For information on possible Petroleum Titles, contact Mines & Energy for further details.

Custodian - NT Environment Protection Authority (+61 8 8924 4218)

Results of site contamination assessment
(none found)

For further information contact Environment Protection Authority or visit the website https://ntepa.nt.gov.au/waste-pollution/contaminated-land

Custodian - Heritage Branch (+61 8 8999 5039)

Heritage Listing:
(none found)

For further information on heritage places contact Heritage Branch or visit the website http://www.dlpe.nt.gov.au/heritage

Other Interests

For Account balances, contact Barkly Shire Council


98
140
N
STUART HIGHWAY
MURRULUJI STREET
KULUMINDINI STREET
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
136
3720

Blueberry Hill

Form 32

Section 65

Land Title Act
REGISTRAR-GENERAL'S DIRECTIONS

NORTHERN TERRITORY OF AUSTRALIA

U	**L**	**No:**
S	**L**	**No:**

Kara Masters
Executive Assistant

IMPORTANT NOTICE

Please Note Privacy Statement Overleaf

Commissioner of Taxes use only (NOTE 1)

SUBLEASE

The owner of the lease subleases to the tenant the estate and interest in the land described and the tenant accepts this sublease of the land for the term and at the rent stipulated and subject to the covenants and conditions contained below or on the back of this document and acknowledges the amount payable or other consideration for the lease. (NOTES 2 – 3)

ESTATE AND INTEREST

Lease being subleased: Each Lease listed in the right hand column of Item 1, Part A of Schedule 1
Number:

(NOTE 4)

Register	Volume	Folio	Location	Lot Description	Plan	Unit
CT	501	041	Town of Tennant Creek	2051	S86/060	
CT	312	089	Town of Tennant Creek	2055	S86/102B	
CT	639	012	Town of Tennant Creek	1273	S74/062A	
CT	639	014	Town of Tennant Creek	1004	B000314	
CT	371	160	Town of Tennant Creek	2065	S88/37	
CT	311	019	Town of Tennant Creek	2057	S86/102A	
CT	371	161	Town of Tennant Creek	2066	S88/37	
CT	629	846	Town of Tennant Creek	1271	S80/190	

(NOTE 5)

INTEREST BEING SUBLEASED: The whole of the land. (NOTE 6)

MARKET RENT UNDER THE SUB-LEASE: GST AMOUNT (NOTE 7)

OTHER CONSIDERATION (Include Nil or Nominal Rent): $1 GST AMOUNT $0.09

OWNER OF THE LEASE: Julalikari Housing Incorporated (NOTE 8)

TENANT: Chief Executive Officer (Housing), 1 Briggs Street, Darwin NT 0800 (NOTE 9)

TENANCY: Joint Tenants/Tenants in Common (Shareholding) (NOTE 10)

TERM OF SUBLEASE

Commencing:	Expiring:	Right of Renewal:
___/___2008	___/___2028	Yes

(NOTE 11)

Registered on ..... At .....

CONSENTS (NOTE 12)

The Common Seal of Julalikari Housing Incorporated was affixed hereto this 20th day of October 2008 in our presence pursuant to a resolution of the Council passed on the 20th day of October 2008

JULALIKARI HOUSING INCORPORATED COMMON SEAL NT 223

Geoffrey Shannon x Geoffrey Shannon
Council Member: (Full name)

x GINA MAREE SMITH
Council Member: (Full name)

SIGNED by Chief Executive Officer (Housing)
on (Date) 27 OCT 2008
In the presence of:
Kara Maclean
Qualified Witness:
Kara Maclean
Executive Assistant

(NOTE 13)

CONSENT OF INTEREST HOLDERS

Instrument type: .....

Instrument No: .....

Name of Parties: .....

.....

I the registered proprietor of the interest shown above consent to the registration of this instrument.

Signed: .....

(Date): .....
In the presence of:

.....

Name of Qualified Witness: .....

Address or Telephone No.: .....

Instrument type: .....

Instrument No: .....

Name of Parties: .....

.....

I the registered proprietor of the interest shown above consent to the registration of this instrument.

Signed: .....

(Date): .....
In the presence of:

.....

Name of Qualified Witness: .....

Address or Telephone No.: .....

COVENANTS

It is hereby covenanted by and between the owner of lease and the tenant as follows;

☐ To comply with the provisions contained in Memorandum of Common Provisions recorded in the Register as LTO No.
☑ The conditions and covenants implied by Sections 117 & 119 *Law of Property Act* shall not apply. (delete one)
☑ To comply with the provisions annexed to this lease.

PRIVACY STATEMENT – LAND REGISTER FORMS

The Registrar-General's Office is authorised by the *Land Title Act* to collect the information on this form for the establishment and maintenance of the Land Register, which is made available for search by any person, anywhere, including through the Internet, upon payment of a fee. The information is regularly provided to other NT Government agencies, the Australian Valuation Office, local governments, the Australian Bureau of Statistics, the Australian Taxation Office or other Commonwealth Agencies as required or authorised by law, and some private sector organisations for conveyancing, local government, valuation, statistical, administrative and other purposes. The Department of Planning and Infrastructure also uses the information to prepare and sell or licence property sales reports to commercial organisations concerned with the development, sale or marketing of property.

Failure to provide the information in full or in part may prevent your application or transaction being completed.

Your personal information provided on this form can be subsequently accessed by you on request. If you have any queries please contact the Deputy Registrar-General on 8999 5318.

Sublease

Tennant Creek Community Living Areas

Chief Executive Officer (Housing) (**Territory Housing**)

Julalikari Housing Incorporated (**JHI**)

MinterEllison

LAWYERS

LEVEL 4, 66 SMITH STREET, DARWIN NT 0800
TEL: +61 8 8901 5900 FAX: +61 8 8901 5901
www.minterellison.com

Sublease

Details	**4**
1. Defined terms & interpretation	**5**
2. Grant of Sublease	**6**
3. Consent	**6**
4. Assignment	**7**
5. Options	**7**
6. Rates, charges and taxes	**7**
7. Utility charges	**8**
8. Compliance with Headleases	**8**
9. Maintenance and transfer of ownership of Improvements	**8**
10. Services	**8**
11. Construction of Infrastructure and Services	**9**
12. Residential housing purchases	**9**
13. Use of Premises	**9**
14. Quiet enjoyment	**9**
15. Termination	**9**
16. Change of Definition of 'Premises'	**10**
17. Underlease	**11**
18. Dispute resolution	**11**
19. Holding over	**11**
20. Costs of Sublease	**11**
21. Notices and other communications	**12**

22. Goods and Services Tax 12

23. Miscellaneous 13

Schedule 1 - Sublease Particulars 14

Signing page 17

Annexure A: Underlease

Details

Date

2008

Parties

Name	**Chief Executive Officer (Housing)**
Short form name	**Territory Housing**
Notice details	1 Briggs Street, Darwin NT 0800 Facsimile: 08 8999 98488 Attention: General Manager

Name	**Julalikari Housing Incorporated**
Short form name	**JHI**
Notice details	PO Box 158, Tennant Creek , NT 0861 Facsimile: 08 8962 3236 Attention: General Manager

Background

A Pursuant to the Headleases referred to in Part A of Item 1, the NTA granted leases of the Premises to JHI.

B Pursuant to a separate headlease referred to in Part B of Item 1, the NTA granted a lease of certain other land to JCAC.

C JHI wishes to grant a sublease of the Premises to Territory Housing, and Territory Housing wishes to accept the grant of a sublease of the Premises, on the terms of this Sublease.

D Territory Housing wishes to grant a lease of the Underlease Areas to JCAC, and JCAC wishes to accept the grant of a lease of the Underlease Areas, on the terms of the Underlease.

E JHI consents to Territory Housing granting to JCAC an underlease of the Underlease Areas.

F The consent of the Minister administering the *Crown Lands Act* is required pursuant to section 47 of the *Crown Lands Act* in order for JHI to grant to Territory Housing this Sublease.

G The consent of the Minister administering the *Special Purpose Leases Act* is required pursuant to section 6 of the *Special Purpose Leases Act* in order for JHI to grant to Territory Housing this Sublease.

H The consent of the Minister administering the *Associations Act* is required pursuant to section 110 of the *Association Act* in order for JHI to transfer its ownership of the Prescribed Property to Territory Housing.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this Sublease:

Aboriginal has the meaning given in the Act;

Act means the *Aboriginal Land Rights (Northern Territory) Act 1976 (Cth)*;

Authority Certificate has the meaning given to it in the *Northern Territory Aboriginal Sacred Sites Act;*

Business Day means a day that is not a Saturday, Sunday or public holiday in the Northern Territory;

Business Hours means from 9.00am to 5.00pm on a Business Day;

Commencement Date means the date specified in Item 2;

Controlled means the same as in the *Corporations Act 2001 (Cth);*

First Option Period means the period specified in Item 4;

Headlease means each of the leases set out in the middle column of Part A Item 1;

Improvement includes buildings, structures, fixtures, fittings, plant, equipment and material or articles which are erected on or attached to the Premises (including without limitation houses, fences, streetlights, power poles) but does not include Services;

Initial Term means the period specified in Item 3;

JCAC means Julalikari Council Aboriginal Corporation ABN 52 109 391 552 incorporated under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cth)*;

Northern Territory Entity means the Northern Territory of Australia, a statutory authority or government owned corporation of, or entity controlled by, the Northern Territory of Australia, or a body corporate established under an Act of the Northern Territory of Australia;

NTA means the Northern Territory of Australia;

Permitted Use means the uses specified in Item 5;

Premises means, subject to clause 16, the premises described in the right-hand column of Part A of Item 1 and includes the Improvements and Services in and on the Premises;

Remote Public Housing Management Framework means the document prepared by Territory Housing called 'Remote Public Housing Management Framework' as amended or replaced from time to time.

Rent means $1.00 if demanded;

Residential Tenancy Agreement has the meaning given to a 'tenancy agreement' in the *Residential Tenancies Act* (NT), and which relates to all parts of the Premises, excluding all parts of the Underlease Areas and for the avoidance of doubt, include such tenancy agreements that are prescribed by section 19(4) of the *Residential Tenancies Act* (NT),

Sacred Sites has the meaning given in the *Northern Territory Aboriginal Sacred Sites Act;*

Second Option Period means the period specified in Item 4;

Services includes:

(a) all utilities and services on or connected to the Premises including water, gas, electricity, lighting, sanitation, drainage, stormwater, computer services, communication and telecommunication systems, oil and any other source or type of energy and fuel and includes all wires, cables, pipes ducts and conduits, tanks, electrical and mechanical plant and all other ancillary or associated parts and accessories; and

(b) all roads and footpaths on the Premises;

Term means the Initial Term, the First Option Period and the Second Option Period, unless this Sublease is earlier terminated;

Underleases means the two leases granted by Territory Housing to JCAC under clause 176 of the sublease, as attached at Annexure A; and

Underlease Areas means the areas which are underleased to JCAC in the Underleases.

1.2 Interpretation

In this Sublease, unless a contrary intention appears:

(a) a reference to an Item is a reference to an Item in Schedule 1;

(b) a reference to a Schedule is a reference to a Schedule to this Sublease;

(c) words in the singular include the plural and vice versa;

(d) words importing one gender include each of the other genders; and

(e) a reference to a party includes its successors in title.

2. Grant of Sublease

In consideration of the Rent and Territory Housing's covenants, JHI subleases to Territory Housing the Premises for the Permitted Use for the Term.

3. Consent

(a) This Sublease is conditional upon the Minister administering:

(i) the *Crown Lands Act* providing his or her consent pursuant to section 47 of the *Crown Lands Act*;

(ii) the *Special Purposes Leases Act* providing his or her consent pursuant to section 6 of the *Special Purposes Leases Act*; and

(iii) the *Associations Act* providing his or her consent pursuant to section 110 of the *Associations Act*.

(b) The parties agree that:

(i) each party must use its reasonable endeavours to obtain the consents required under clause 3(a); and

(ii) if those consents are not obtained by 31 December 2008, either party may terminate this Sublease by giving written notice to the other party.

4. Assignment

(a) For the purpose of clause 4(b), the Premises includes the premises that is described in the right-hand column of Part B of Item 1.

(b) JHI assigns to Territory Housing of all of its right title and interest in each Residential Tenancy Agreement that is in existence at the commencement of this Sublease, including JHI's rights and powers under each Residential Tenancy Agreement.

(c) JHI agrees to:

(i) provide notice of the assignment referred to in clause 4(b) to every tenant with an existing Residential Tenancy Agreement;

(ii) ensure that the notice requirement under clause 4(c)(i) is provided in accordance with section 182 of the *Law of Property Act*; and

(iii) use its best endeavours to assist Territory Housing to ensure that all existing Residential Tenancy Agreements are replaced by a tenancy agreement that it is consistent with the Remote Public Housing Management Framework.

(d) JHI consents to Territory Housing:

(i) transferring, subletting or assigning this Sublease to a Northern Territory Entity;

(ii) tenanting, subletting or underleasing the Premises or part of the Premises in accordance with the Permitted Use; and

(iii) granting easements, licences, subleases, transfers or rights of access in relation to the Premises as and in the manner requested by Territory Housing from time to time.

(e) Nothing in clause 4(d) shall be taken to mean that JHI provides its consent to Territory Housing in respect of granting licences, subleases, transfers and rights of access in relation to the Premises beyond the Term without the consent of JHI.

5. Options

(a) At the expiry of the Initial Term or the First Option Period (as the case may be), this Sublease will automatically be renewed for the First Option Period or the Second Option Period (as the case may be) unless Territory Housing has, at least three months prior to the expiry of the Initial Term or the First Option Period (as the case may be), given notice to JHI that this Sublease will not be renewed from that date.

(b) During the First Option Period and the Second Option Period, the terms of this Sublease shall remain the same as during the Initial Term.

(c) For the sake of certainty it is acknowledged that Territory Housing does not have any legal right to an extension of this Sublease beyond the expiry of the Second Option Period, however if requested by Territory Housing, JHI agrees to negotiate in good faith to extend this Sublease after that date.

6. Rates, charges and taxes

(a) Territory Housing must pay all rates, charges and taxes in respect of the Premises and any building located upon the Premises.

(b) JHI must promptly forward any notices in respect of rates, charges or taxes in relation to the Premises to Territory Housing.

(c) Nothing in clause 6(a) prevents Territory Housing from recovering rates, charges and taxes from any underlessee or licensee, including JCAC pursuant to the Underlease.

7. Utility charges

(a) Territory Housing must pay for all electricity, water and gas consumed or used by Territory Housing on the Premises.

(b) Nothing in clause 7(a) prevents Territory Housing from passing liability for the consumption of electricity, water or gas to an underlessee or licensee, including JCAC pursuant to the Underlease.

8. Compliance with Headleases

All of JHI's covenants and obligations contained in each Headlease are incorporated and deemed to be incorporated mutatis mutandis into this Sublease as if they were specifically set out in this Sublease, and Territory Housing agrees with JHI in relation to the Premises in and on the same terms conditions and covenants as JHI as lessee has covenanted and agreed with the NTA as lessor.

9. Maintenance and transfer of ownership of Improvements

(a) The parties acknowledge and agree that:

(i) ownership of all Improvements existing on the Premises at the Commencement Date will be transferred to Territory Housing;

(ii) all Improvements constructed on the Premises during the Term are the property of Territory Housing;

(iii) Territory Housing is responsible for repairs and maintenance of Improvements on the Premises during the Term;

(iv) Territory Housing must maintain public housing on the Premises in accordance with the Remote Public Housing Management Framework; and

(v) upon expiration of the Term Territory Housing's interest in the Improvements will be transferred to JHI (and for the sake of certainty this includes Improvements transferred to Territory Housing under clause 9(a)(i), and all Improvements constructed under clause 9(a)(ii)).

(b) JHI warrants that it has not entered into any agreement with a tenant of any dwelling on the Premises which confer on the tenant a right to purchase the dwelling.

10. Services

(a) The parties acknowledge that the Services may be owned by one or more of JHI, Territory Housing, Power and Water Corporation, the Northern Territory of Australia, the Commonwealth of Australia, or other third parties.

(b) JHI agrees it will use its best endeavours to assist Territory Housing to negotiate and secure an agreement with such persons relating to the Services, as each party considers appropriate.

11. Construction of Infrastructure and Services

(a) JHI acknowledges that Territory Housing may construct, demolish, upgrade, extend, refurbish, landscape or do any other act or thing in relation to all Improvements and Services on the Premises, and in relation to the Premises generally.

(b) Prior to carrying out any construction work outside the existing footprint of a house or other structure on the Premises, Territory Housing must:

(i) obtain from the Aboriginal Areas Protection Authority an Authority Certificate in relation to any Sacred Sites on that part of the Premises, including, if there are any Sacred Sites, specific advice as to the footprint of any Sacred Site which must remain undisturbed by any such construction work; and

(ii) inform all of its employees, invitees, agents, contractors, sub-contractors, operators and other persons acting directly or indirectly with the authority of Territory Housing and engaged in any work on the Premises, of the existence of any of Sacred Sites and of the obligation to avoid and prevent any harm or disturbance to them.

12. Residential housing purchases

(a) Territory Housing and JHI will develop guidelines to enable local Aboriginals to acquire a long-term secure tenure in respect of individual houses and related land area (**Home Ownership Area**) located on the Premises.

(b) It is intended that:

(i) the Home Ownership Area will be excised from this Sublease and a new sublease (Long Term Sublease) of the Home Ownership Area be granted directly by JHI to that local Aboriginal; and

(ii) this Sublease will not apply to that Home Ownership Area following the excision.

13. Use of Premises

Territory Housing must:

(a) not use the Premises for any purpose other than the Permitted Use without the written consent of JHI; and

(b) provide public housing on the Premises.

14. Quiet enjoyment

JHI covenants with Territory Housing that Territory Housing may peaceably hold and enjoy the Premises during the Term without any interruption or disturbance from JHI or any person lawfully claiming through or under JHI.

15. Termination

(a) JHI:

(i) acknowledges and agrees that, with the exception of a breach set out in clause 15(b), damages is an adequate remedy for any breach of this Sublease by Territory Housing;

(ii) waives any rights it may have whether under this Sublease, at law, in equity or otherwise, to terminate this Sublease due to a breach of this Sublease by Territory Housing; and

(iii) to the extent that the waiver in clause 15(a)(ii) is not binding, covenants with Territory Housing that, with the exception of a breach set out in clause 15(b), it will not exercise any rights to terminate this Sublease due to a breach of this Sublease by Territory Housing.

(b) The parties agree that:

(i) the obligations on Territory Housing in clause 13 are fundamental terms of this Sublease; and

(ii) clauses 15(a)(ii) and 15(a)(iii) do not apply to a breach by Territory Housing of clause 13.

(c) JHI may not commence any action or do any act to terminate this Sublease for a breach of clause 13 unless:

(i) it provides to Territory Housing written notice detailing the alleged breach; and

(ii) Territory Housing does not remedy the breach within six months of receipt of that notice.

(d) If Crown Lease Term 01142 and Special Purpose Lease 0540 are consolidated to create a new Crown Lease in Perpetuity, the parties must do all things necessary to ensure that the rights granted to Territory Housing under this Sublease continue under the new Crown Lease in Perpetuity.

16. Change of Definition of 'Premises'

(a) If the Special Purpose Lease referred to in Paragraph 8 of Item 1 **(SPL 0540)** terminates after execution of this Sublease but prior to the consents required under clause 3(a) being obtained, then:

(i) Item 1 is amended by deleting the reference to SPL 0540;

(ii) if a Crown Lease in Perpetuity is granted to JHI in respect of the land formerly the subject of SPL 0540, the definition of 'Premises' is amended by inserting that new Crown Lease in Perpetuity into Item 1; and

(iii) if SPL 0540 and Crown Lease Term 01142 **(CLT 01142)** are both terminated, and a single Crown Lease in Perpetuity is granted to JHI in respect of the land formerly the subject of SPL 0540 and CLT 01142, the definition of 'Premises' is amended by inserting that new Crown Lease in Perpetuity into Item 1.

(b) Without limiting clause 23(b), if any of the Headleases, or the headlease set out in the middle column of Part B Item 1, terminates during the Term, then:

(i) Item 1 is amended by deleting the reference to that Headlease;

(ii) that part of the Premises relating to that Headlease is excised from the Premises;

(iii) that excision has no effect on the remaining parts of the Premises;

(iv) the parties must do all things necessary, including varying this Sublease and signing any other documents, to reflect that this Sublease continues in respect of the remaining parts of the Premises; and

(v) if a new Crown Lease in Perpetuity is granted to JHI in respect of the land formerly the subject of that Headlease, the definition of 'Premises' is amended by inserting that new Crown Lease in Perpetuity into Item 1.

17. Underlease

(a) This Sublease is conditional upon Territory Housing and JCAC executing the Underleases as required under clause 16(b) of the sublease between Territory Housing and JCAC.

(b) JHI consents to Territory Housing granting to JCAC an underlease of the Underlease Areas.

18. Dispute resolution

(a) The parties agree that a dispute arising under this Sublease will be dealt with as follows:

(i) the party claiming that there is a dispute will give the other party a notice setting out the nature of the dispute;

(ii) within 7 Business Days after receipt of that notice each party will seek to negotiate a resolution, with the representatives of each party being the people with day-to-day responsibility of the relevant issue;

(iii) failing settlement within 14 Business Days, CEO of Territory Housing and the General Manager of JHI will try to settle the dispute by direct negotiation between them;

(iv) failing settlement within a further 14 Business Days, the parties may agree to refer the dispute to mediation;

(v) the parties will cooperate fully with any process instigated under this clause in order to achieve a speedy resolution; and

(vi) if a resolution is not reached through mediation within a further 28 Business Days, either party may commence legal proceedings or exercise any other rights it may have under or in respect of this Sublease.

(b) Each party will bear its own costs of complying with this clause 18, and the parties must bear equally the cost of any third person engaged under clause 18(a)(iv).

(c) This clause 18 does not apply to legal proceedings by either party seeking urgent interlocutory relief.

19. Holding over

Where Territory Housing continues in occupation of the Premises after the expiration of the Term without any demand for possession having been made by JHI, Territory Housing is deemed to be holding the Premises under a yearly tenancy determinable at any time upon six month's notice (which notice may expire at any time) being given by either party to the other, at the same Rent and upon and subject to the same terms as are contained in this Sublease so far as they can be applied to a yearly tenancy.

20. Costs of Sublease

(a) Each party must each bear their own costs of and incidental to the negotiation, settlement, preparation and execution of this Sublease.

(b) Territory Housing will pay any costs associated with stamp duty, registration, planning approval and all other necessary consents and survey in respect of or in connection with this Sublease.

21. Notices and other communications

21.1 Service of notices

A notice, demand, consent, approval or communication under this agreement (**Notice**) must be:

(a) in writing, in English and signed by a person duly authorised by the sender; and

(b) hand delivered or sent by prepaid post or facsimile to the recipient's address for Notices specified in the Details, as varied by any Notice given by the recipient to the sender.

21.2 Effective on receipt

A Notice given in accordance with clause 21.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

(a) if hand delivered, on delivery;

(b) if sent by prepaid post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia);

(c) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the entire Notice unless, within eight Business Hours after the transmission, the recipient informs the sender that it has not received the entire Notice,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

22. Goods and Services Tax

(a) For the purposes of this clause:

(i) GST Act means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and

(ii) adjustment event, adjustment note, GST, input tax credit and taxable supply have the meanings given to those terms in the GST Act.

(b) Unless otherwise stated, all amounts payable by one party to the other party under this Sublease are exclusive of GST.

(c) A recipient of a taxable supply made under this Sublease must pay to the supplier an amount equivalent to any GST paid or payable by the supplier in respect of the taxable supply, subject to the supplier issuing a valid tax invoice in accordance with the GST Act to the recipient.

(d) A party's obligation to reimburse the other party for an amount paid or payable to a third party includes GST on the amount paid or payable to the third party, except to the extent that the party being reimbursed is entitled to claim an input tax credit for that GST.

(e) Each party must issue an adjustment note to the other party as soon as it becomes aware of an adjustment event relating to a taxable supply by it under this Sublease.

23. Miscellaneous

(a) This Sublease may be executed by the parties in any number of counterparts and all counterparts taken together will constitute one instrument.

(b) Any term of this Sublease which is not applicable to the Premises or which is repugnant to the general interpretation of this Sublease or which is invalid unlawful void or unenforceable shall be capable of severance without affecting any of the other terms of this Sublease.

(c) If this Sublease is unable to be registered for any reason, if necessary, the parties must do all things including signing new documents, subleases and underleases to enable a sublease to be registered over the Premises. This includes, if necessary, splitting the various areas contained in this Sublease into separate subleases and underleases.

(d) JHI consents to Territory Housing completing or amending any Land Title Office panel form which may be required to register this Sublease, or any amendment to this Sublease contemplated in this Sublease, from time to time. JHI agrees to sign such documents as may be necessary to achieve this.

(e) This Sublease shall not create any relationship between JHI and Territory Housing other than the relationship of sublessor and sublessee.

Schedule 1 - Sublease Particulars

1.	**Premises**	Headlease	Premises
		Part A	
		1. Crown Lease in Perpetuity 01103	1. Lot 2051 Town of Tennant Creek from plan S 86/060 (Kargaru)
		2. Crown Lease in Perpetuity 01114	2. Lot 2055 Town of Tennant Creek from plan S 86/102B (Marla Marla)
		3. Crown Lease in Perpetuity 01191	3. Lot 1273 Town of Tennant Creek from plan S 74/062A (Munji-Marla)
		4. Crown Lease in Perpetuity 01192	4. Lot 1004 Town of Tennant Creek from plan B 000314 (The Village)
		5. Crown Lease in Perpetuity 01122	5. Lot 2065 Town of Tennant Creek from plan S 88/37 (Tinkarli)
		6. Crown Lease in Perpetuity 01113	6. Lot 2057 Town of Tennant Creek from plan S 86/102A (Village Camp)
		7. Crown Lease in Perpetuity 01123	7. Lot 2066 Town of Tennant Creek from plan S 88/37 (Wuppa)
		8. Special Purpose Lease 0540	8. Lot 1271 Town of Tennant Creek from plan S 80/190 (Ngalpa Ngalpa)
		* The Headlease and Premises with corresponding numbers are the same parcel of land.	
		Part B	
		9. Crown Lease Term 01142	9. Lot 2125 Town of Tennant Creek from plan S96/271
2.	**Commencement Date**	The day on which both Ministers provide their consent under clause 3 (a)(i) and (ii) of this Sublease.	
3.	**Term of Sublease**	20 years commencing on the Commencement Date	
4.	**Option Periods**	First Option Period is 20 years Second Option Period is 20 years.	

5.	**Permitted Use**	Territory Housing must only use, and permit the use of, the Premises for any use consistent with the purpose of the Headlease.

Signing page

EXECUTED as an agreement.

Signed by **Chief Executive Officer (Housing)** in the presence of

Kara Maclean.

Signature of witness

Kara Maclean
Executive Assistant

Name of witness (print)

Signature of Chief Executive Officer (Housing)

D.J. Ritchie
Chief Executive

Name of Chief Executive Officer (Housing) (print)

The Common Seal of **Julalikari Housing Incorporated** was affixed hereto this 20 day of October 2008 in our presence pursuant to a resolution of the Council passed on the 20 day of ~~20th~~ October 2008

JULALIKARI HOUSING INCORPORATED
COMMON SEAL

Geoffrey Shannon

Council Member Geoffrey Shannon

Name of Council Member

Council Member

GINA MAREE SMITH

Name of Council Member

Annexure A

Underlease

Form 32

Section 65

Land Title Act
REGISTRAR-GENERAL'S DIRECTIONS

NORTHERN TERRITORY OF AUSTRALIA

U	**L**	**No:**
S	**L**	**No:**

IMPORTANT NOTICE

Please Note Privacy Statement Overleaf

Commissioner of Taxes use only (NOTE 1)

SUBLEASE

The owner of the lease subleases to the tenant the estate and interest in the land described and the tenant accepts this sublease of the land for the term and at the rent stipulated and subject to the covenants and conditions contained below or on the back of this document and acknowledges the amount payable or other consideration for the lease. (NOTES 2 – 3)

ESTATE AND INTEREST

Lease being subleased: Number: Each Lease listed in the right hand column of Item 1 of Schedule 1, except Special Purpose Lease 0540, Lot 1271 Town of Tenant Creek from plan S80/190, Crown Lease in Perpetuity Term 1114, Lot 1273 Town of Tennant Creek from Plan S74/062A and Crown Lease in Perpetuity Term 1192, Lot 1004 Town of Tennant Creek from Plan B000314.. (NOTE 4)

Register	Volume	Folio	Location	Lot Description	Plan	Unit
CT	501	041	Town of Tennant Creek	2051	S86/060	
CT	312	089	Town of Tennant Creek	2055	S86/102B	
CT	371	160	Town of Tennant Creek	2065	S88/37	
CT	371	161	Town of Tennant Creek	2066	S88/37	
CT	728	827	Town of Tennant Creek	2125	S96/271	
CT	311	019	Town of Tennant Creek	2057	S 86/102A	

(NOTE 5)

INTEREST BEING SUBLEASED: Part of the Lots being Administrative Lot Numbers: 2267(A), 2275(A), 2283(A), 2303 (A), 2630 (A), 2414 (A), 2417 (A), 2249(A), 2209 (A), 2418(A), 2191 (A) and 2227(A) as shaded in red on the plan attached at Annexure A. (NOTE 6)

MARKET RENT UNDER THE SUB-LEASE		GST AMOUNT	(NOTE 7)
OTHER CONSIDERATION (Include Nil or Nominal Rent)	$1	GST AMOUNT $0.09	

OWNER OF THE LEASE: Chief Executive Officer (Housing) (NOTE 8)

TENANT: Julalikari Council Aboriginal Corporation, PO Box 158, Tennant Creek NT 0861 (NOTE 9)

TENANCY: Joint Tenants/Tenants in Common (Shareholding) (NOTE 10)

TERM OF SUBLEASE

Commencing:	Expiring:	Right of Renewal:
___/___/2008	___/___/2018	No

(NOTE 11)

Registered on ..... At .....

CONSENTS

(NOTE 12)

The Common Seal of Julalikari Council Aboriginal Corporation was affixed hereto this day of October 2008 in our presence pursuant to a resolution of the Council passed on the day of 2008

.....
Council Member: (Full name)

.....
Council Member: (Full name)

.....
SIGNED by Chief Executive Officer (Housing)

on (Date) .....

In the presence of:

.....
Qualified Witness:

.....

.....

(NOTE 13)

CONSENT OF INTEREST HOLDERS

Instrument type: .....

Instrument No: .....

Name of Parties: .....

.....
I the registered proprietor of the interest shown above consent to the registration of this instrument.

Signed: .....

(Date): .....
In the presence of:

.....

Name of Qualified Witness: .....

Address or Telephone No.: .....

Instrument type: .....

Instrument No: .....

Name of Parties: .....

.....
I the registered proprietor of the interest shown above consent to the registration of this instrument.

Signed: .....

(Date): .....
In the presence of:

.....

Name of Qualified Witness: .....

Address or Telephone No.: .....

COVENANTS

It is hereby covenanted by and between the owner of lease and the tenant as follows;

☐ To comply with the provisions contained in Memorandum of Common Provisions recorded in the Register as LTO No.

☑ The conditions and covenants implied by Sections 117 & 119 *Law of Property Act* shall not apply. (delete one)

☑ To comply with the provisions annexed to this lease.

PRIVACY STATEMENT – LAND REGISTER FORMS

The Registrar-General's Office is authorised by the *Land Title Act* to collect the information on this form for the establishment and maintenance of the Land Register, which is made available for search by any person, anywhere, including through the Internet, upon payment of a fee. The information is regularly provided to other NT Government agencies, the Australian Valuation Office, local governments, the Australian Bureau of Statistics, the Australian Taxation Office or other Commonwealth Agencies as required or authorised by law, and some private sector organisations for conveyancing, local government, valuation, statistical, administrative and other purposes. The Department of Planning and Infrastructure also uses the information to prepare and sell or licence property sales reports to commercial organisations concerned with the development, sale or marketing of property.

Failure to provide the information in full or in part may prevent your application or transaction being completed.

Your personal information provided on this form can be subsequently accessed by you on request. If you have any queries please contact the Deputy Registrar-General on 8999 5318.

CL Underlease

Tennant Creek Community Living Areas

Chief Executive Officer (Housing) (**Territory Housing**)

Julalikari Council Aboriginal Corporation (**JCAC**)

MinterEllison

LAWYERS

LEVEL 4, 66 SMITH STREET, DARWIN NT 0800
TEL: +61 8 8901 5900 FAX: +61 8 8901 5901
www.minterellison.com

Underlease

Details		3
1.	Defined terms & interpretation	4
2.	Grant of Underlease	5
3.	Conditions	5
4.	Renewal	5
5.	Rates, charges and taxes	6
6.	Utility charges	6
7.	Compliance with Headleases	6
8.	Repairs and maintenance	6
9.	Use of CL Underlease Area	7
10.	Quiet enjoyment	7
11.	Breach	7
12.	Termination	7
13.	Change of Definition of 'Premises' and 'CL Underlease Areas'	8
14.	Dispute resolution	8
15.	Holding over	9
16.	Costs of CL Underlease	9
17.	Notices and other communications	9
18.	Goods and Services Tax	10
19.	Miscellaneous	10
Schedule 1 - CL Underlease Particulars		11
Signing page		12
Annexure A: Map of Underlease Areas		

Details

Date

2008

Parties

Name	**Chief Executive Officer (Housing)**
Short form name	**Territory Housing**
Notice details	1 Briggs Street, Darwin NT 0800 Facsimile: 08 8999 98488 Attention: General Manager

Name	**Julalikari Council Aboriginal Corporation**
Short form name	**JCAC**
Notice details	PO Box 158, Tennant Creek , NT 0861 Facsimile: 08 8962 3236 Attention: General Manager

Background

A Pursuant to the Headleases, the NTA granted leases of the part of the Premises to JHI, and part of the Premises to JCAC.

B JHI and JCAC each has granted, or will grant, a sublease of those parts of the Premises in relation to which they are lessee, to Territory Housing.

C Territory Housing wishes to grant an underlease of the CL Underlease Area to JCAC, and JCAC wishes to accept the grant of an underlease of the CL Underlease Area, on the terms of this CL Underlease.

D JHI consents, under clause 17 of its Sublease with Territory Housing, to Territory Housing granting to JCAC an underlease of those parts of the Premises in relation to which JHI is the lessee.

E Territory Housing also wishes to grant an underlease of the SPL Underlease Area to JCAC, and the parties have entered into, or will enter into, a separate underlease (**SPL Underlease**) in relation to the SPL Underlease Area.

F The consent of the Minister administering the *Crown Lands Act* is required pursuant to section 47 of the *Crown Lands Act* in order for Territory Housing to grant to JCAC this CL Underlease.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this Underlease:

Aboriginal has the meaning given in the Act;

Act means the *Aboriginal Land Rights (Northern Territory) Act 1976 (Cth)*;

Business Day means a day that is not a Saturday, Sunday or public holiday in the Northern Territory;

Business Hours means from 9.00am to 5.00pm on a Business Day;

CL Underlease means this underlease;

CL Underlease Area means, subject to clause 13, the areas shaded in red in the plans in Annexure A and labelled with the following Administrative Lot Numbers: 2418(A), 2191(A), 2303(A), 2267(A), 2275(A), 2283(A), 2209(A) 2417(A), 2414(A), 2630 (A), 2249(A) and 2227(A), and includes the Improvements and Services on the CL Underlease Area;

Commencement Date means the date specified in Item 2;

Headlease means each of the leases set out in the middle column of Item 1;

Improvement includes buildings, structures, fixtures, fittings, plant, equipment and material or articles which are erected on or attached to the CL Underlease Area (including without limitation houses, fences, streetlights, power poles) but does not include Services;

Initial Term means the period specified in Item 3;

JCAC means Julalikari Council Aboriginal Corporation ABN 52 109 391 552 incorporated under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cth)*;

NTA means the Northern Territory of Australia;

Option Period means that period specified in Item 4;

Permitted Use means the uses specified in Item 5;

Premises means the premises described in the right-hand column of Item 1 and includes the Improvements and Services on the Premises;

Rent means $1.00 if demanded;

Services includes:

(a) all utilities and services on or connected to the Premises including water, gas, electricity, lighting, sanitation, drainage, stormwater, computer services, communication and telecommunication systems, oil and any other source or type of energy and fuel and includes all wires, cables, pipes ducts and conduits, tanks, electrical and mechanical plant and all other ancillary or associated parts and accessories; and

(b) all roads and footpaths on the Premises;

SPL Underlease means the underlease referred to in Recital E;

Sublease means the sublease granted to by JHI to Territory Housing, and the sublease granted by JCAC to Territory Housing; and

Term means the Initial Term, the First Option Period and the Second Option Period, unless this Underlease is terminated earlier.

1.2 Interpretation

In this Underlease, unless a contrary intention appears:

(a) a reference to an Item is a reference to an Item in Schedule 1;

(b) a reference to a Schedule is a reference to a Schedule to this Underlease;

(c) words in the singular include the plural and vice versa;

(d) words importing one gender include each of the other genders; and

(e) a reference to a party includes its successors in title.

2. Grant of Underlease

In consideration of the Rent and JCAC's covenants, Territory Housing underleases to JCAC the CL Underlease Area for the Permitted Use for the Term.

3. Conditions

3.1 Pre-conditions

(a) This CL Underlease is conditional upon:

(i) JHI, JCAC and Territory Housing entering into the Subleases;

(ii) JCAC and Territory Housing entering into the SPL Underlease;

(iii) the Minister administering the *Crown Lands Act* providing his or her consent pursuant to section 47 of the *Crown Lands Act* in relation to the Subleases and this CL Underlease; and

(iv) the Minister administering the *Special Purpose Lease Act* providing his or her consent pursuant to section 6 of the *Special Purposes Leases Act* in relation to the Subleases and the SPL Underlease,

and the parties must execute this CL Underlease at the same time as the Subleases and the SPL Underlease are executed.

(b) The parties agree that:

(i) each party must use its reasonable endeavours to obtain the consents required under clause 3.1(a); and

(ii) if those consents are not obtained by 31 December 2008, either party may terminate this Sublease by giving written notice to the other party.

3.2 No assignment

JCAC must not assign or transfer, sublet, part with or share the possession of, grant any licence affecting, mortgage, encumber, charge or otherwise deal with or dispose of this CL Underlease or the CL Underlease Area.

4. Renewal

(a) Following execution of this CL Underlease, either party may cause to be lodged a plan of survey in respect of the CL Underlease Area, in accordance with section 49 of the *Licensed Surveyors Act*.

(b) Territory Housing is responsible for the cost of preparing and lodging the plan of survey.

(c) Conditional upon the plan of subdivision being approved by the Surveyor-General, either party may, by written notice to the other party at any time prior to six months before the end of the Initial Term, renew this CL Underlease for the Option Period.

(d) During the Option Period, the terms of this Underlease shall remain the same as during the Initial Term, except that this clause will be deleted.

(e) If anything in this clause 4 causes a party to breach section 61 of the *Planning Act*, then:

(i) this clause 4 (with the exception of the remainder of this clause 4(e)) is severed from this CL Underlease;

(ii) neither party will have an option to renew this CL Underlease; and

(iii) each party must, at the request of the other party, negotiate in good faith whether to renew this CL Underlease.

5. Rates, charges and taxes

JCAC must pay all rates, charges and taxes in respect of the CL Underlease Area and any building located upon the CL Underlease Area.

6. Utility charges

JCAC must pay for all electricity, water and gas consumed or used on the CL Underlease Area.

7. Compliance with Headleases

All of JHI's and JCAC's covenants and obligations contained in each Headlease and Sublease are incorporated and deemed to be incorporated into this CL Underlease as if they were specifically set out in this CL Underlease, and JCAC agrees with Territory Housing in relation to the CL Underlease Area in and on the same terms conditions and covenants as JHI and JCAC (each as lessee) has covenanted and agreed with the NTA (as lessor).

8. Repairs and maintenance

(a) JCAC is responsible for repairing and maintaining the CL Underlease Area during the Term and must ensure that the CL Underlease Area (including Improvements and all outside and open areas) are kept:

(i) clean;

(ii) neat and tidy in appearance;

(iii) in a state of reasonable repair; and

(iv) clear of graffiti and litter.

(b) Territory Housing and any person authorised by Territory Housing may at all reasonable times enter the CL Underlease Area and view its condition and state of repair, and if Territory Housing considers that there is any defect or damage which the JCAC is obliged to repair, Territory Housing may notify JCAC of the defect or damage and require JCAC to repair it within a reasonable time.

(c) If JCAC does not fulfil its obligations under clause 8(a) or (b), Territory Housing may (without any obligation to do so) undertake such repairs and maintenance and recover the cost of doing so from JCAC.

(d) Territory Housing may on reasonable notice enter onto the CL Underlease Area, to construct, demolish, upgrade, extend, refurbish, or do any other act or thing in relation to all Improvements and Services on the Premises, and in relation to the Premises generally.

(e) Territory Housing will not exercise its right under clause 8(d):

(i) unless it considers it reasonable for the purposes of ensuring:

(A) that nothing in or on the CL Underlease Area infringes, or otherwise adversely impacts on its occupation of the Premises;

(B) the CL Underlease Area is maintained in manner and up to a standards that is appropriate for the Permitted Use that relate to that particular CL Underlease Area; and

(C) the safety of any person;

(f) For the purposes of Territory Housing exercising its right under clause 8(d), in relation to the CL Underlease Areas that are marked 'C' (ceremonial and traditional Aboriginal purposes), and without limiting Territory Housing's right of entry under that clause, Territory Housing agrees to observe JCAC's reasonable requirements that assist Territory Housing to demonstrate respect for aboriginal cultural practices and beliefs, except in the case of emergency.

9. Use of CL Underlease Area

JCAC must not use the CL Underlease Area for any purpose other than the Permitted Use without the written consent of Territory Housing.

10. Quiet enjoyment

Territory Housing covenants with JCAC that JCAC may peaceably hold and enjoy the CL Underlease Area during the Term without any interruption or disturbance from Territory Housing or any person lawfully claiming through or under Territory Housing.

11. Breach

If:

(a) JCAC breaches any of its obligations under the SPL Underlease; and

(b) an equivalent obligation is imposed on JCAC under this CL Underlease,

then JCAC is deemed to have breached that equivalent obligation under this CL Underlease.

12. Termination

(a) If JCAC breaches any of its obligations under this CL Underlease, Territory Housing may terminate this CL Underlease in respect of the whole or a part of the CL Underlease Area if:

(i) it provides JCAC with written notice detailing the alleged breach; and

(ii) JCAC does not remedy the breach within 30 days of receipt of that notice.

(b) If Territory Housing elects to terminate this CL Underlease in respect of a part of the CL Underlease Area, the parties must do all things necessary, including varying this CL Underlease and signing any other documents, to excise that part of the CL Underlease Area and to reflect that this CL Underlease continues in respect of the remaining parts of the CL Underlease Area.

(c) If the SPL Underlease terminates for any reason, this CL Underlease automatically terminates on the same day.

(d) If Crown Lease Term 01142 and Special Purpose Lease 0540 are consolidated to create a new Crown Lease in Perpetuity, the parties must do all things necessary to ensure that the rights granted to JCAC under this CL Underlease in relation to Crown Lease Term 01142 continue under the new Crown Lease in Perpetuity.

13. Change of Definition of 'Premises' and 'CL Underlease Areas'

(a) If the Special Purpose Lease referred to in Paragraph 8 of Item 1 (**SPL 0540**) terminates after execution of this Sublease but prior to the consents required under clause 3.1(a) of this CL Underlease being obtained, then:

(i) Item 1 is amended by deleting the reference to SPL 0540;

(ii) if a Crown Lease in Perpetuity is granted to JHI in respect of the land formerly the subject of SPL 0540, the definition of 'Premises' is amended by inserting that new Crown Lease in Perpetuity into Item 1;

(iii) if SPL 0540 and Crown Lease Term 01142 (**CLT 01142**) are both terminated, and a single Crown Lease in Perpetuity is granted to JHI in respect of the land formerly the subject of SPL 0540 and CLT 01142, the definition of 'Premises' is amended by inserting that new Crown Lease in Perpetuity into Item 1; and

(iv) the CL Underlease Area will include the areas shaded in red in the plans that are labelled with Administrative Lot Numbers 2166(A) and 2183(A).

(b) Without limiting clause 19(b), if any of the Headleases terminates during the Term, then:

(i) Item 1 is amended by deleting the reference to that Headlease;

(ii) that part of the CL Underlease Area relating to that Headlease is excised from the CL Underlease Area;

(iii) that excision has no effect on the remaining parts of the CL Underlease Area;

(iv) the parties must do all things necessary, including varying this CL Underlease and signing any other documents, to reflect that this CL Underlease continues in respect of the remaining parts of the CL Underlease Area; and

(v) if a new Crown Lease in Perpetuity is granted to JHI in respect of the land formerly the subject of that Headlease, the definition of 'Premises' is amended by inserting that new Crown Lease in Perpetuity into Item 1.

14. Dispute resolution

(a) The parties agree that a dispute arising under this CL Underlease will be dealt with as follows:

(i) the party claiming that there is a dispute will give the other party a notice setting out the nature of the dispute;

(ii) within 7 Business Days after receipt of that notice each party will seek to negotiate a resolution, with the representatives of each party being the people with day-to-day responsibility of the relevant issue;

(iii) failing settlement within 14 Business Days, CEO of Territory Housing and the General Manager of JCAC will try to settle the dispute by direct negotiation between them;

(iv) failing settlement within a further 14 Business Days, the parties may agree to refer the dispute to mediation;

(v) the parties will cooperate fully with any process instigated under this clause in order to achieve a speedy resolution; and

(vi) if a resolution is not reached through mediation within a further 28 Business Days, either party may commence legal proceedings or exercise any other rights it may have under or in respect of this CL Underlease.

(b) Each party will bear its own costs of complying with this clause14, and the parties must bear equally the cost of any third person engaged under clause 14(a)(iv).

(c) This clause 14 does not apply to legal proceedings by either party seeking urgent interlocutory relief.

15. Holding over

Where JCAC continues in occupation of the CL Underlease Area after the expiration of the Term without any demand for possession having been made by Territory Housing, JCAC is deemed to be holding the CL Underlease Area under a monthly tenancy determinable at any time upon 30 day's notice (which notice may expire at any time) being given by either party to the other, at the same Rent and upon and subject to the same terms as are contained in this CL Underlease so far as they can be applied to a monthly tenancy.

16. Costs of CL Underlease

(a) Each party must each bear their own costs of and incidental to the negotiation, settlement, preparation and execution of this CL Underlease.

(b) Territory Housing will pay any costs associated with stamp duty, registration, planning approval and all other necessary consents and survey in respect of or in connection with this CL Underlease.

17. Notices and other communications

17.1 Service of notices

A notice, demand, consent, approval or communication under this CL Underlease (**Notice**) must be:

(a) in writing, in English and signed by a person duly authorised by the sender; and

(b) hand delivered or sent by prepaid post or facsimile to the recipient's address for Notices specified in the Details, as varied by any Notice given by the recipient to the sender.

17.2 Effective on receipt

A Notice given in accordance with clause 17.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

(a) if hand delivered, on delivery;

(b) if sent by prepaid post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia);

(c) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the entire Notice unless, within eight Business Hours after the transmission, the recipient informs the sender that it has not received the entire Notice,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

18. Goods and Services Tax

(a) For the purposes of this clause:

(i) GST Act means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and

(ii) adjustment event, adjustment note, GST, input tax credit and taxable supply have the meanings given to those terms in the GST Act.

(b) Unless otherwise stated, all amounts payable by one party to the other party under this CL Underlease are exclusive of GST.

(c) A recipient of a taxable supply made under this CL Underlease must pay to the supplier an amount equivalent to any GST paid or payable by the supplier in respect of the taxable supply, subject to the supplier issuing a valid tax invoice in accordance with the GST Act to the recipient.

(d) A party's obligation to reimburse the other party for an amount paid or payable to a third party includes GST on the amount paid or payable to the third party, except to the extent that the party being reimbursed is entitled to claim an input tax credit for that GST.

(e) Each party must issue an adjustment note to the other party as soon as it becomes aware of an adjustment event relating to a taxable supply by it under this CL Underlease.

19. Miscellaneous

(a) This CL Underlease may be executed by the parties in any number of counterparts and all counterparts taken together will constitute one instrument.

(b) Any term of this CL Underlease which is not applicable to the CL Underlease Area or which is repugnant to the general interpretation of this CL Underlease or which is invalid unlawful void or unenforceable shall be capable of severance without affecting any of the other terms of this CL Underlease.

(c) JCAC consents to Territory Housing completing or amending any Land Title Office panel form which may be required to register this CL Underlease, or any amendment to this CL Underlease contemplated in this CL Underlease, from time to time. JCAC agrees to sign such documents as may be necessary to achieve this.

(d) This CL Underlease shall not create any relationship between JCAC and Territory Housing other than the relationship of underlessor and underlessee.

Schedule 1 - CL Underlease Particulars

1.	**Premises**	Headlease	Premises
		1. Crown Lease in Perpetuity 01103	1. Lot 2051 Town of Tennant Creek from plan S 86/060 (Kargaru)
		2. Crown Lease in Perpetuity 01114	2. Lot 2055 Town of Tennant Creek from plan S 86/102B (Marla Marla)
		3. Crown Lease in Perpetuity 01191	3. Lot 1273 Town of Tennant Creek from plan S 74/062A (Munji-Marla)
		4. Crown Lease in Perpetuity 01192	4. Lot 1004 Town of Tennant Creek from plan B 000314 (The Village)
		5. Crown Lease in Perpetuity 01122	5. Lot 2065 Town of Tennant Creek from plan S 88/37 (Tinkarli)
		6. Crown Lease in Perpetuity 01113	6. Lot 2057 Town of Tennant Creek from plan S 86/102A (Village Camp)
		7. Crown Lease in Perpetuity 01123	7. Lot 2066 Town of Tennant Creek from plan S 88/37 (Wuppa)
		8. Special Purpose Lease 0540	8. Lot 1271 Town of Tennant Creek from plan S 80/190 (Ngalpa Ngalpa)
		9. Crown Lease Term 01142	9. Lot 2125 Town of Tennant Creek from plan S96/271
		* The Headlease and Premises with corresponding numbers are the same parcel of land.	
2.	**Commencement Date**	The day on which the Minister provides his or her consent under clause 3.1(a) of this CL Underlease	
3.	**Term of Underlease**	10 years commencing on the Commencement Date	
4.	**Option Periods**	The balance of the period of the Sublease, including any option periods under the Sublease	
5.	**Permitted Use**	For those areas on the plan marked A, community buildings and spaces. For those areas on the plan marked B, child care centres. For those areas on the plan marked C, ceremonial and traditional Aboriginal purposes.	

Signing page

EXECUTED as an agreement.

Signed by **Chief Executive Officer (Housing)** in the presence of

Signature of witness ←

Name of witness (print)

Signature of Chief Executive Officer (Housing) ←

Name of Chief Executive Officer (Housing) (print)

The Common Seal of **Julalikari Council Aboriginal Corporation** was affixed hereto this day of October 2008 in our presence pursuant to a resolution of the Council passed on the day of 2008:

Council Member ←

Name of Council Member

Council Member ←

Name of Council Member

Annexure A

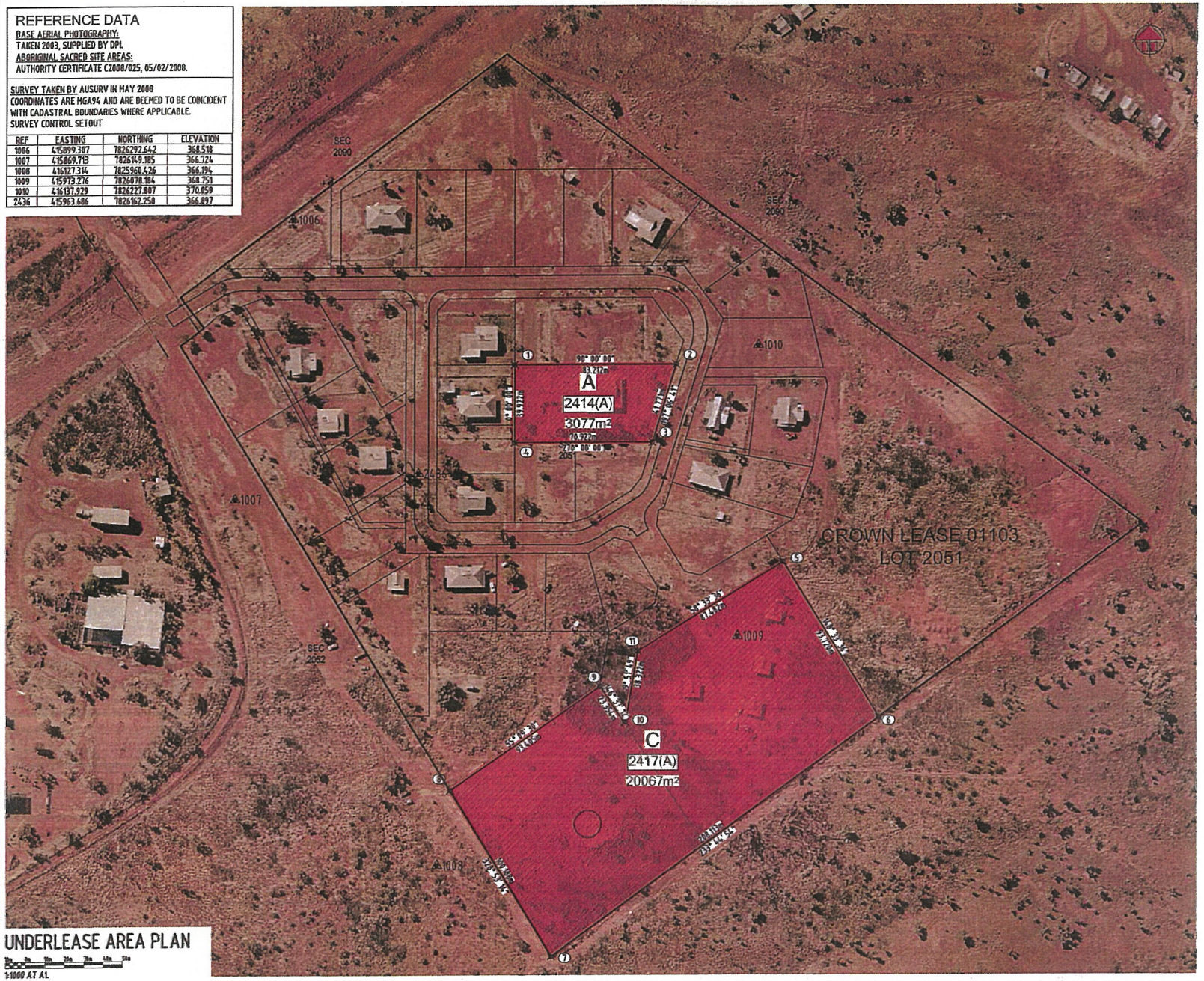
Map of CL Underlease Area

REFERENCE DATA

BASE AERIAL PHOTOGRAPHY:
TAKEN 2003, SUPPLIED BY DPI.
ABORIGINAL SACRED SITE AREAS:
AUTHORITY CERTIFICATE C2008/025, 05/02/2008.

SURVEY TAKEN BY AUSURV IN MAY 2008
COORDINATES ARE MGA94 AND ARE DEEMED TO BE COINCIDENT WITH CADASTRAL BOUNDARIES WHERE APPLICABLE.
SURVEY CONTROL SETOUT

REF	EASTING	NORTHING	ELEVATION
1006	415899.307	7826292.642	368.518
1007	415869.713	7826149.185	366.724
1008	416127.314	7825960.426	366.194
1009	415973.276	7826078.184	368.751
1010	416137.929	7826227.807	370.859
2436	415963.686	7826162.258	366.897



SETTING OUT TABLE

POINT	EASTING	NORTHING
1	416012.5885	7826217.8511
2	416095.8885	7826217.8511
3	416083.5101	7826177.9288
4	416012.5885	7826177.9288
5	416150.6634	7826116.2117
6	416199.5482	7826036.2515
7	416031.7198	7825913.1871
8	415979.9501	7825998.9634
9	416056.6109	7826052.3266
10	416069.4601	7826033.8677
11	416076.0248	7826070.5804

UNDERLEASE AREA PLAN

1:1000 AT A1

No.	DESCRIPTION	DATE	INT.
A	ISSUE FOR ADMINISTRATIVE APPROVAL	09.10.2008	JTL

AMENDMENTS

OPUS QANTEC McWILLIAM
A.B.N. 79 008 342 055
Level 1, 69 Smith Street
Darwin NT 0801
GPO Box 4083 Darwin NT 0801
Telephone: (08) 8981 7600
Facsimile: (08) 8941 1802
E-Mail: darwin@opusqmcw.com.au

N-08004_01_UNDERLEASE

territory housing

DRAWN	CHECKED
SGE\JTL	J.ANTOUN
DATE OCT 2008	DATE OCT 2008
DESIGNED	CHECKED
DATE	DATE
DESIGN PROJECT LEADER	PROJECT OFFICER
DATE	DATE

Northern Territory Government
Department of Planning and Infrastructure

TENNANT CREEK
KARGARU (238)
INFRASTRUCTURE DESIGN PROJECT FOR TENNANT CREEK URBAN LIVING AREAS
CROWN LEASE IN PERPETUITY 01103
LOT 2051 TOWN OF TENNANT CREEK (FROM PLAN S 86/060)

FILE No.	ASSET No.	SHEET No.	DRAWING No.	AMEND.	SHEET SIZE
-	-	- OF -	R08-2033	A	A1

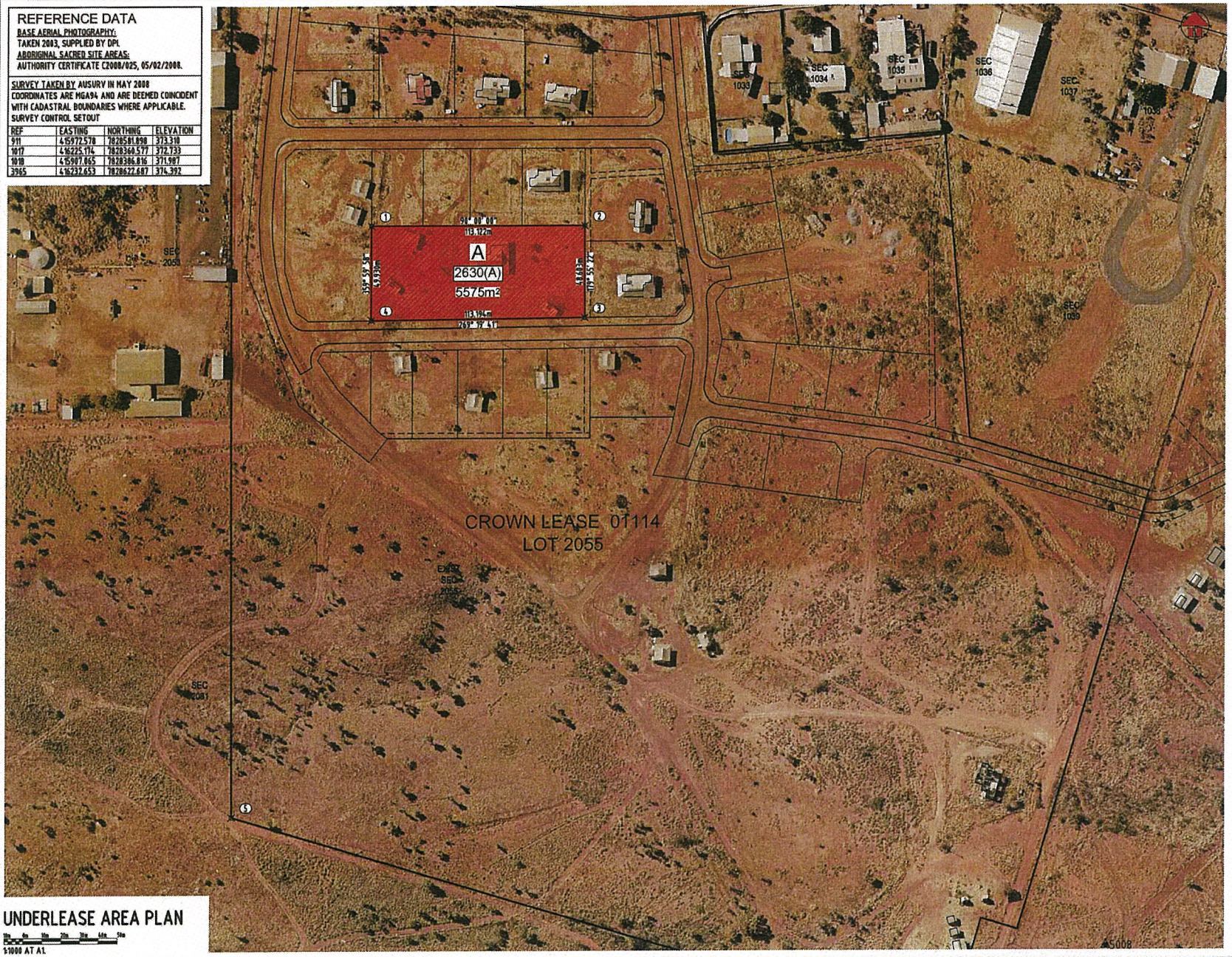
REFERENCE DATA

BASE AERIAL PHOTOGRAPHY:
TAKEN 2003, SUPPLIED BY DPI.

ABORIGINAL SACRED SITE AREAS:
AUTHORITY CERTIFICATE C2008/025, 05/02/2008.

SURVEY TAKEN BY AUSURV IN MAY 2008
COORDINATES ARE MGA94 AND ARE DEEMED COINCIDENT WITH CADASTRAL BOUNDARIES WHERE APPLICABLE.
SURVEY CONTROL SETOUT

REF	EASTING	NORTHING	ELEVATION
911	415972.578	7826581.898	373.318
1017	416225.174	7828360.577	372.733
1018	415907.065	7828386.816	371.987
3965	416232.653	7828672.687	374.392



SETTING OUT TABLE

POINT	EASTING	NORTHING
1	413866.536	7826526.692
2	413979.657	7826526.692
3	413979.723	7826478.089
4	413866.536	7826476.762
5	413793.668	7826214.728

UNDERLEASE AREA PLAN

1:1000 AT A1.

No.	DESCRIPTION	DATE	INT.
A	ISSUE FOR ADMINISTRATIVE APPROVAL	09.10.2008	SGE

AMENDMENTS

OPUS QANTEC McWILLIAM
A.B.N. 79 006 342 065
Level 1, 60 Smith Street
Darwin NT 0801
GPO Box 4083 Darwin NT 0801
Telephone: (08) 8981 7500
Facsimile: (08) 8941 1802
E-Mail: darwin@opusqmow.com.au
The Association of Consulting Engineers Australia
N-D8004.02

territory housing

DRAWN	SGE\JTL	CHECKED	J.ANTOUN
DATE	OCT 2008	DATE	OCT 2008
DESIGNED		CHECKED	
DATE		DATE	
DESIGN PROJECT LEADER		PROJECT OFFICER	
DATE		DATE	

Northern Territory Government
Department of Planning and Infrastructure

TENNANT CREEK
MARLA MARLA (223)
INFRASTRUCTURE DESIGN PROJECT FOR TENNANT CREEK URBAN LIVING AREAS
CROWN LEASE IN PERPETUITY 01114
LOT 2055 TOWN OF TENNANT CREEK (FROM PLAN 86/102B)

FILE No.	ASSET No.	SHEET No.	DRAWING No.	AMEND.	SHEET SIZE
-	-	- OF -	R08-2034	A	A1

G:\PROJECTS\2008-0034\CAD-0034-TENNANT CREEK URBAN LIVING\CAD-0034-MARLA MARLA\DRAWINGS\ET_MARLA_MARLA_CAD-0034-R2_UNDERLEASE.DWG

REFERENCE DATA

BASE AERIAL PHOTOGRAPHY:
TAKEN 2003, SUPPLIED BY DPI.
ABORIGINAL SACRED SITE AREAS:
AUTHORITY CERTIFICATE C2008/025, 05/02/2008.

SURVEY TAKEN BY AUSURV IN MAY 2008
COORDINATES ARE MGA94 AND ARE DEEMED TO BE COINCIDENT WITH CADASTRAL BOUNDARIES WHERE APPLICABLE .
SURVEY CONTROL SETOUT

REF	EASTING	NORTHING	ELEVATION
1311-1017	416225.174	7828360.577	372.733
989-1309	416322.540	7828444.501	731.836
3965	416232.653	7828622.687	374.392
1255	416496.997	7828545.623	375.362



SETTING OUT TABLE

POINT	EASTING	NORTHING
1	416372.609	7828706.525
2	416442.392	7828746.813
3	416506.212	7828673.352
4	416466.395	7828649.125
5	416455.241	7828652.129
6	416444.104	7828645.738
7	416440.748	7828633.344
8	416446.087	7828624.039
9	416426.310	7828612.414
10	416610.280	7828553.563
11	416632.983	7828527.430
12	416628.691	7828433.223
13	416603.070	7828431.891
14	416577.584	7828407.108
15	416553.527	7828449.032
16	416571.664	7828460.456
17	416562.834	7828475.866
18	416593.960	7828493.727
19	416573.584	7828532.353
20	416495.750	7828468.174
21	416517.651	7828429.992
22	416462.371	7828394.880
23	416438.994	7828435.618

UNDERLEASE AREA PLAN

1:1000 AT A1

No.	DESCRIPTION	DATE	INIT.
A	ISSUE FOR ADMINISTRATIVE APPROVAL	09.10.2008	JTL/SGE
	AMENDMENTS		

OPUS QANTEC McWILLIAM
A.B.N. 79 088 342 065
Level 1, 80 Smith Street
Darwin NT 0801
GPO Box 4083 Darwin NT 0801
Telephone: (08) 8981 7300
Facsimile: (08) 8941 1862
E-Mail: darwin@opusqmcw.com.au
N-D8004.06_UNDERLEASE

territory housing

DRAWN	CHECKED
SGE\JTL	J.ANTOUN
DATE OCT 2008	DATE OCT 2008
DESIGNED	CHECKED
DATE	DATE
DESIGN PROJECT LEADER	PROJECT OFFICER
DATE	DATE

Northern Territory Government
Department of Planning and Infrastructure

TENNANT CREEK
TINKARLI (681)
INFRASTRUCTURE DESIGN PROJECT FOR TENNANT CREEK URBAN LIVING AREAS
CROWN LEASE PERPETUITY 01122
LOT 2065 TOWN OF TENNANT CREEK (FROM PLAN S 88/37)

FILE No.	ASSET No.	SHEET No.	DRAWING No.	AMEND.	SHEET SIZE
-	-	OF -	ROB-2038	A	A1

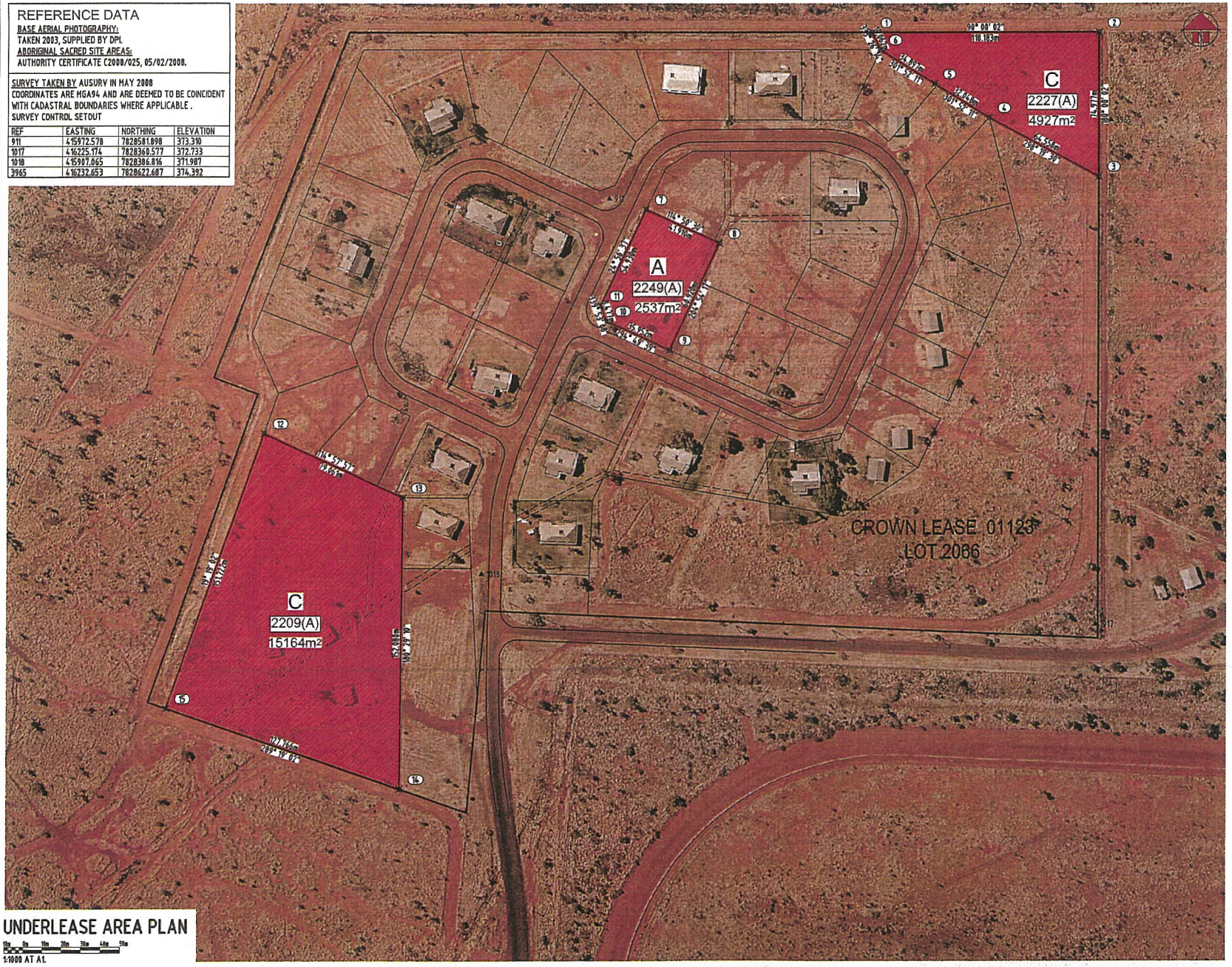
G:\PROJECTS\2008-OPUS\W-D8004 - TENNANT CREEK URBAN LIVING\W-D8004.APLW-D8004.A0 DRAWINGS\06 TINKARLI\W-D8004.06_UNDERLEASE.DWG

REFERENCE DATA

BASE AERIAL PHOTOGRAPHY:
TAKEN 2003, SUPPLIED BY DPI.
ABORIGINAL SACRED SITE AREAS:
AUTHORITY CERTIFICATE C2008/025, 05/02/2008.

SURVEY TAKEN BY AUSURV IN MAY 2008
COORDINATES ARE MGA94 AND ARE DEEMED TO BE COINCIDENT WITH CADASTRAL BOUNDARIES WHERE APPLICABLE.
SURVEY CONTROL SETOUT

REF	EASTING	NORTHING	ELEVATION
911	415972.578	7828581.898	373.310
1017	416225.174	7828360.577	372.733
1018	415907.065	7828386.816	371.987
3965	416232.653	7828622.687	374.392



SETTING OUT TABLE

POINT	EASTING	NORTHING
1	416108.372	7828668.391
2	416226.555	7828668.390
3	416226.554	7828593.413
4	416169.726	7828624.045
5	416141.299	7828641.718
6	416112.872	7828659.391
7	415991.592	7828576.279
8	416029.625	7828558.672
9	416003.971	7828503.417
10	415971.342	7828518.513
11	415968.427	7828526.472
12	415794.124	7828460.277
13	415865.797	7828426.907
14	415864.507	7828274.832
15	415743.934	7828317.096

UNDERLEASE AREA PLAN

1:1000 AT A1.

No.	DESCRIPTION	DATE	INIT.
A	ISSUE FOR ADMINISTRATIVE APPROVAL	09.10.2008	JTL/SGE
	AMENDMENTS		

OPUS QANTEC McWILLIAM
A.B.N. 79 088 342 065
Level 1, 80 Smith Street
Darwin NT 0801
GPO Box 4083 Darwin NT 0801
Telephone: (08) 8981 7500
Facsimile: (08) 8941 1882
E-Mail: darwin@opusqmcw.com.au
The Association of Consulting Engineers Australia
N-D8004.05_UNDERLEASE

territory housing

DRAWN	JTL\SGE	CHECKED	J.ANTOUN
DATE	OCT 2008	DATE	OCT 2008
DESIGNED		CHECKED	
DATE		DATE	
DESIGN PROJECT LEADER		PROJECT OFFICER	
DATE		DATE	

Northern Territory Government
Department of Planning and Infrastructure

TENNANT CREEK
WUPPA (684)
INFRASTRUCTURE DESIGN PROJECT FOR TENNANT CREEK URBAN LIVING AREAS
CROWN LEASE PERPETUITY 01123
LOT 2066 TOWN OF TENNANT CREEK (FROM PLAN S 88/37)

FILE No.	ASSET No.	SHEET No.	DRAWING No.	AMEND.	SHEET SIZE
-	-	OF -	ROB-2037	A	A1

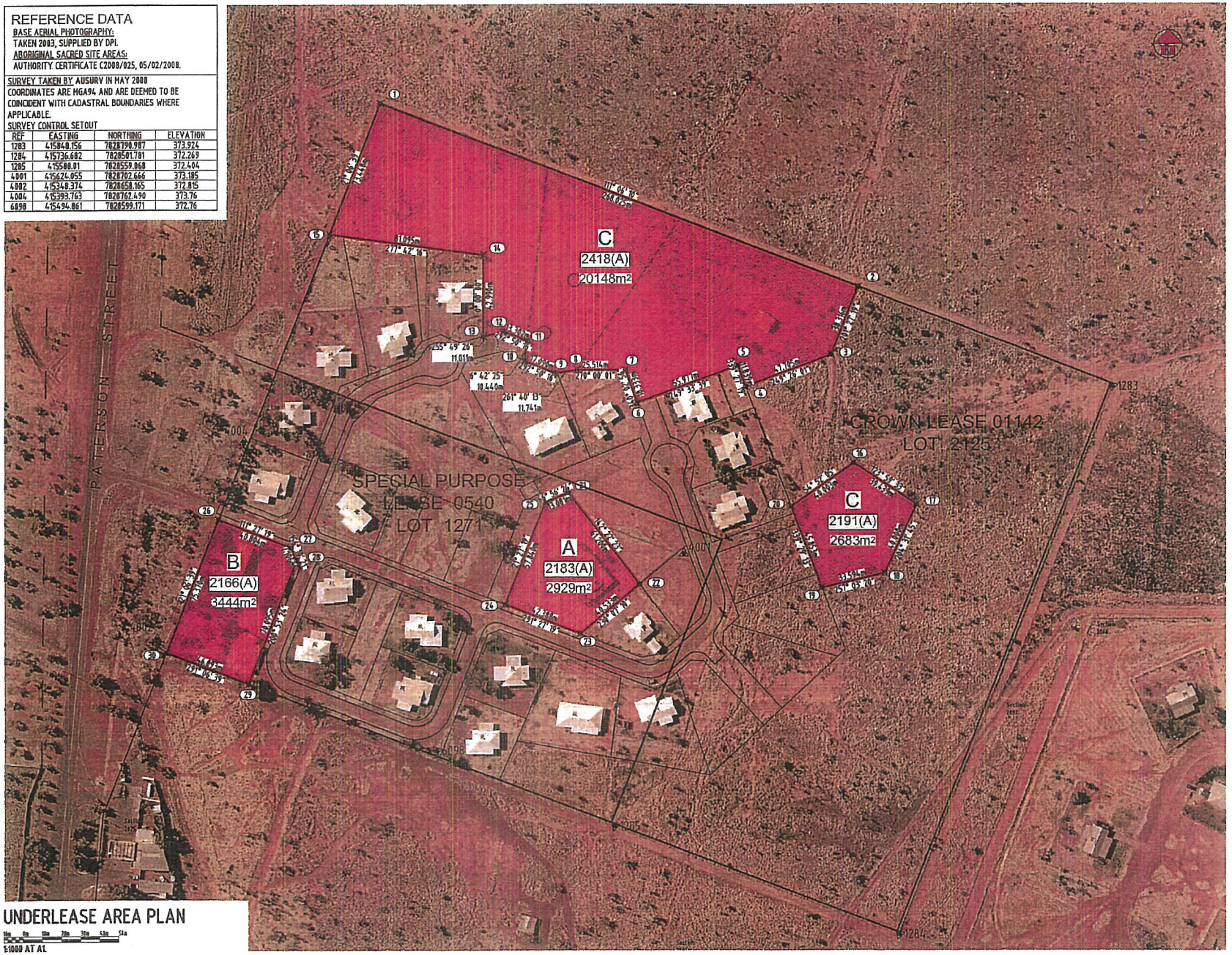
G:\PROJECTS\684-QW\CIVIL\684-...-TENNANT CREEK URBAN LIVING\01-PLANS\684-2037A.DWG - WUPPA (684).05 - UNDERLEASING

REFERENCE DATA

BASE AERIAL PHOTOGRAPHY:
TAKEN 2003, SUPPLIED BY DPI.
ABORIGINAL SACRED SITE AREAS:
AUTHORITY CERTIFICATE C2008/025, 05/02/2008.

SURVEY TAKEN BY AUSURV IN MAY 2008
COORDINATES ARE MGA94 AND ARE DEEMED TO BE COINCIDENT WITH CADASTRAL BOUNDARIES WHERE APPLICABLE.
SURVEY CONTROL SETOUT

REF	EASTING	NORTHING	ELEVATION
1283	415848.156	7828790.987	373.924
1284	415736.682	7828501.781	372.269
1285	415588.01	7828559.068	372.404
4001	415624.055	7828702.666	373.185
4002	415348.374	7828658.165	372.815
4004	415393.763	7828762.490	373.76
6098	415494.861	7828599.171	372.76



SETTING OUT TABLE

POINT	EASTING	NORTHING
1	415446.900	7828940.800
2	415714.950	7828843.500
3	415700.935	7828807.839
4	415656.270	7828791.081
5	415652.115	7828802.167
6	415599.663	7828782.619
7	415593.407	7828799.852
8	415567.893	7828799.852
9	415556.275	7828798.151
10	415540.525	7828804.784
11	415541.744	7828815.153
12	415529.485	7828820.316
13	415518.809	7828817.619
14	415518.809	7828860.618
15	415438.446	7828871.481
16	415712.791	7828750.654
17	415745.491	7828728.604
18	415728.884	7828692.214
19	415696.143	7828684.689
20	415680.054	7828727.619
21	415563.492	7828735.064
22	415600.856	7828686.593
23	415569.751	7828660.603
24	415530.300	7828676.108
25	415551.457	7828729.940
26	415380.372	7828721.063
27	415418.348	7828786.138
28	415421.219	7828699.638
29	415396.225	7828634.150
30	415353.226	7828650.751

UNDERLEASE AREA PLAN

1:1000 AT A1.

No.	DESCRIPTION	DATE	INIT.
	AMENDMENTS		
A	ISSUE FOR ADMINISTRATIVE APPPROVAL	09.10.2008	JTL/SGE

OPUS QANTEC McWILLIAM
A.B.N. 78 003 342 008
Level 1, 63 Smith Street
Darwin NT 0801
GPO Box 4083 Darwin NT 0801
Telephone: (08) 8981 2500
Facsimile: (08) 8941 1882
E-Mail: darwin@opusqmcw.com.au
N-D8004.04

territory housing

DRAWN	CHECKED
SGE/JTL	J.ANTOUN
DATE OCT 2008	DATE OCT 2008
DESIGNED	CHECKED
DATE	DATE
DESIGN PROJECT LEADER	PROJECT OFFICER
DATE	DATE

Northern Territory Government
Department of Planning and Infrastructure

TENNANT CREEK
NGALPA NGALPA (246)
INFRASTRUCTURE DESIGN PROJECT FOR TENNANT CREEK URBAN LIVING AREAS
SPECIAL PURPOSE LEASE 0540 LOT 1271 TOWN OF TENNANT CREEK (FROM PLAN S 80/190)
AND CROWN LEASE TERM 01142 LOT 2125 TOWN OF TENNANT CREEK (FROM PLAN S 96/271)

FILE No.	ASSET No.	SHEET No.	DRAWING No.	AMEND.	SHEET SIZE
-	-	- OF -	R08-2036	A	A1

©COPYRIGHT OPUS QANTEC MCWILLIAM - TENNANT CREEK URBAN LIVING AREAS - NGALPA NGALPA - R08-2036.04 - UNDERLEASING.DWG

REFERENCE DATA

BASE AERIAL PHOTOGRAPHY:
TAKEN 2003, SUPPLIED BY DPI.
ABORIGINAL SACRED SITE AREAS:
AUTHORITY CERTIFICATE C2008/825, 05/02/2008.

SURVEY TAKEN BY AUSURV IN MAY 2008
COORDINATES ARE MGA94 AND ARE DEEMED TO BE COINCIDENT WITH CADASTRAL BOUNDARIES WHERE APPLICABLE.
SURVEY CONTROL SETOUT

REF	EASTING	NORTHING	ELEVATION
5007	414375.247	7826453.167	369.495
8004	414517.542	7826466.456	367.923
bj24_p059	414443.853	7826435.986	368.314



SETTING OUT TABLE

POINT	EASTING	NORTHING
1	414467.676	7826579.672
2	414533.907	7826559.874
3	414517.806	7826506.412
4	414451.635	7826526.038

UNDERLEASE AREA PLAN

10m 0m 10m 20m 30m 40m 50m
1:1000 AT A1.

No.	DESCRIPTION	DATE	INT.
B	AMENDED FOR ADMINISTRATIVE APPROVAL	15.10.2008	JTL/SGE
A	ISSUE FOR ADMINISTRATIVE APPROVAL	09.10.2008	JTL/SGE

AMENDMENTS

OPUS QANTEC McWILLIAM
A.B.N. 79 088 342 065
Level 1, 80 Smith Street
Darwin NT 0801
GPO Box 4083 Darwin NT 0801
Telephone: (08) 8981 7600
Facsimile: (08) 8941 1882
E-Mail: darwin@opusqmow.com.au
The Association of Consulting Engineers Australia
N-D8004.87

territory housing

DRAWN	SGE\JTL	CHECKED	JANTOUN
DATE	OCT 2008	DATE	OCT 2008
DESIGNED		CHECKED	
DATE		DATE	
DESIGN PROJECT LEADER		PROJECT OFFICER	
DATE		DATE	

Northern Territory Government
Department of Planning and Infrastructure

TENNANT CREEK
VILLAGE AND SORRY CAMP (271)
INFRASTRUCTURE DESIGN PROJECT FOR TENNANT CREEK URBAN LIVING AREAS
CROWN LEASE PERPETUITY 01192 LOT 1004 TOWN OF TENNANT CREEK (FROM PLAN B 000314)
AND CROWN LEASE IN PERPETUITY 01113 LOT 2057 TOWN OF TENNANT CREEK (FROM PLAN S86/102A)

FILE No.	ASSET No.	SHEET No.	DRAWING No.	AMEND.	SHEET SIZE
-	-	C00.00 OF -	R08-2039	B	A1

Form 32

Section 65

Land Title Act

REGISTRAR-GENERAL'S DIRECTIONS

NORTHERN TERRITORY OF AUSTRALIA

U	**L**	**No:**
S	**L**	**No:**

Commissioner of Taxes use only (NOTE 1)

IMPORTANT NOTICE

Please Note Privacy Statement Overleaf

SUBLEASE

The owner of the lease subleases to the tenant the estate and interest in the land described and the tenant accepts this sublease of the land for the term and at the rent stipulated and subject to the covenants and conditions contained below or on the back of this document and acknowledges the amount payable or other consideration for the lease. (NOTES 2 – 3)

ESTATE AND INTEREST	Lease being subleased: Number:	Special Purpose 0540 Lease, Lot 1271 Town of Tennant Creek from Plan S80/190 (NOTE 4)

Register	Volume	Folio	Location	Lot Description	Plan	Unit
CT	629	846	Town of Tennant Creek	1271	S80/190	

(NOTE 5)

INTEREST BEING SUBLEASED	Part of the Lot being Administrative Lot Numbers 2166(A) and 2183(A) as shaded in red on the plan attached at Annexure A		(NOTE 6)
MARKET RENT UNDER THE SUB-LEASE		GST AMOUNT	(NOTE 7)
OTHER CONSIDERATION (Include Nil or Nominal Rent)	$1	GST AMOUNT $0.09	
OWNER OF THE LEASE	Chief Executive Officer (Housing)		(NOTE 8)
TENANT	Julilakari Council Aboriginal Corporation, PO Box 158, Tennant Creek , NT 0861		(NOTE 9)
TENANCY	Joint Tenants/Tenants in Common (Shareholding)		(NOTE 10)

TERM OF SUBLEASE	Commencing:	Expiring:	Right of Renewal:	
	__/__/2008	__/__/2018	No	(NOTE 11)
CONSENTS				(NOTE 12)

The Common Seal of Julalikari Council Aboriginal Corporation was affixed hereto this day of October 2008 in our presence pursuant to a resolution of the Council passed on the day of 2008

.....

Council Member: (Full name)

.....

Council Member: (Full name)

.....

SIGNED by Chief Executive Officer (Housing)

on (Date) .....

In the presence of:

.....

Qualified Witness:

.....

.....

(NOTE 13)

Registered on ..... At .....

CONSENT OF INTEREST HOLDERS

Instrument type: .....

Instrument No: .....

Name of Parties: .....

.....

I the registered proprietor of the interest shown above consent to the registration of this instrument.

Signed: .....

(Date): .....
In the presence of:

.....

Name of Qualified Witness: .....

Address or Telephone No.: .....

Instrument type: .....

Instrument No: .....

Name of Parties: .....

.....

I the registered proprietor of the interest shown above consent to the registration of this instrument.

Signed: .....

(Date): .....
In the presence of:

.....

Name of Qualified Witness: .....

Address or Telephone No.: .....

COVENANTS

It is hereby covenanted by and between the owner of lease and the tenant as follows;

☐ To comply with the provisions contained in Memorandum of Common Provisions recorded in the Register as LTO No.

☑ The conditions and covenants implied by Sections 117 & 119 *Law of Property Act* shall not apply. (delete one)

☑ To comply with the provisions annexed to this lease.

PRIVACY STATEMENT – LAND REGISTER FORMS

The Registrar-General's Office is authorised by the *Land Title Act* to collect the information on this form for the establishment and maintenance of the Land Register, which is made available for search by any person, anywhere, including through the Internet, upon payment of a fee. The information is regularly provided to other NT Government agencies, the Australian Valuation Office, local governments, the Australian Bureau of Statistics, the Australian Taxation Office or other Commonwealth Agencies as required or authorised by law, and some private sector organisations for conveyancing, local government, valuation, statistical, administrative and other purposes. The Department of Planning and Infrastructure also uses the information to prepare and sell or licence property sales reports to commercial organisations concerned with the development, sale or marketing of property.

Failure to provide the information in full or in part may prevent your application or transaction being completed.

Your personal information provided on this form can be subsequently accessed by you on request. If you have any queries please contact the Deputy Registrar-General on 8999 5318.

SPL Underlease

Tennant Creek Community Living Areas

Chief Executive Officer (Housing) (**Territory Housing**)

Julalikari Council Aboriginal Corporation (**JCAC**)

MinterEllison

LAWYERS

LEVEL 4, 66 SMITH STREET, DARWIN NT 0800
www.minterellison.com

Underlease

Details		3
1.	Defined terms & interpretation	4
2.	Grant of Underlease	5
3.	Conditions	5
4.	Renewal	5
5.	Rates, charges and taxes	6
6.	Utility charges	6
7.	Compliance with Headleases	6
8.	Repairs and maintenance	6
9.	Use of SPL Underlease Area	7
10.	Quiet enjoyment	7
11.	Breach	7
12.	Termination	7
13.	Dispute resolution	7
14.	Holding over	8
15.	Costs of SPL Underlease	8
16.	Notices and other communications	8
17.	Goods and Services Tax	9
18.	Miscellaneous	9
Schedule 1 - SPL Underlease Particulars		11
Signing page		12
Annexure A: Map of Underlease Area		

Details

Date

2008

Parties

Name	**Chief Executive Officer (Housing)**
Short form name	**Territory Housing**
Notice details	1 Briggs Street, Darwin NT 0800 Facsimile: 08 8999 98488 Attention: General Manager

Name	**Julalikari Council Aboriginal Corporation**
Short form name	**JCAC**
Notice details	PO Box 158, Tennant Creek , NT 0861 Facsimile: 08 8962 3236 Attention: General Manager

Background

A Pursuant to the Headleases, the NTA granted leases of the part of the Premises to JHI, and part of the Premises to JCAC.

B JHI and JCAC each has granted, or will grant, a sublease of those parts of the Premises in relation to which they are lessee, to Territory Housing.

C Territory Housing wishes to grant an underlease of the SPL Underlease Area to JCAC, and JCAC wishes to accept the grant of an underlease of the SPL Underlease Area, on the terms of this SPL Underlease.

D Territory Housing also wishes to grant an underlease of the CL Underlease Area to JCAC, and the parties have entered into, or will enter into, a separate underlease (**CL Underlease**) in relation to the CL Underlease Area.

E JHI consents under clause 17.(b) of the Sublease between it and Territory Housing, to Territory Housing granting to JCAC an underlease of those parts of the Premises in relation to which they are lessee.

F The consent of the Minister administering the *Special Purpose Leases Act* is required pursuant to section 6 of the *Special Purpose Leases Act* in order for Territory Housing to grant to JCAC this SPL Underlease.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this Underlease:

Aboriginal has the meaning given in the Act;

Act means the *Aboriginal Land Rights (Northern Territory) Act 1976 (Cth)*;

Business Day means a day that is not a Saturday, Sunday or public holiday in the Northern Territory;

Business Hours means from 9.00am to 5.00pm on a Business Day;

CL Underlease means the underlease referred to in Recital D;

Commencement Date means the date specified in Item 2;

Headlease means each of the leases set out in the middle column of Item 1;

Improvement includes buildings, structures, fixtures, fittings, plant, equipment and material or articles which are erected on or attached to the SPL Underlease Area (including without limitation houses, fences, streetlights, power poles) but does not include Services;

Initial Term means the period specified in Item 3;

JCAC means Julalikari Council Aboriginal Corporation ABN 52 109 391 552 incorporated under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cth)*;

NTA means the Northern Territory of Australia;

Option Period means that period specified in Item 4;

Permitted Use means the uses specified in Item 5;

Premises means the premises described in the right-hand column of Item 1 and includes the Improvements and Services on the Premises;

Rent means $1.00 if demanded;

Services includes:

(a) all utilities and services on or connected to the Premises including water, gas, electricity, lighting, sanitation, drainage, stormwater, computer services, communication and telecommunication systems, oil and any other source or type of energy and fuel and includes all wires, cables, pipes ducts and conduits, tanks, electrical and mechanical plant and all other ancillary or associated parts and accessories; and

(b) all roads and footpaths on the Premises;

SPL Underlease means this underlease;

SPL Underlease Area means the areas shaded in red in the plans in Annexure A and labelled with the following Administrative Lot Numbers 2166(A) and 2183(A), and includes the Improvements and Services on the Underlease Area;

Sublease means the sublease granted to by JHI to Territory Housing, and the sublease granted by JCAC to Territory Housing; and

Term means the Initial Term, the First Option Period and the Second Option Period, unless this Underlease is terminated earlier.

1.2 Interpretation

In this Underlease, unless a contrary intention appears:

(a) a reference to an Item is a reference to an Item in Schedule 1;

(b) a reference to a Schedule is a reference to a Schedule to this Underlease;

(c) words in the singular include the plural and vice versa;

(d) words importing one gender include each of the other genders; and

(e) a reference to a party includes its successors in title.

2. Grant of Underlease

In consideration of the Rent and JCAC's covenants, Territory Housing underleases to JCAC the SPL Underlease Area for the Permitted Use for the Term.

3. Conditions

3.1 Pre-conditions

(a) This Underlease is conditional upon:

(i) JHI, JCAC and Territory Housing entering into the Subleases;

(ii) JCAC and Territory Housing entering into the CL Underlease; and

(iii) the Minister administering the *Crown Lands Act* providing his or her consent pursuant to section 47 of the *Crown Lands Act* in relation to the Subleases and the CL Underlease; and

(iv) the Minister administering the *Special Purpose Lease Act* providing his or her consent pursuant to section 6 of the *Special Purposes Leases Act* in relation to the Subleases and this SPL Underlease;

and the parties must execute this SPL Underlease at the same time as the Subleases and the CL Underlease are executed.

(b) The parties agree that:

(i) each party must use its reasonable endeavours to obtain the consents required under clause 3.1(a); and

(ii) if those consents are not obtained by 31 December 2008, either party may terminate this Sublease by giving written notice to the other party.

3.2 No assignment

JCAC must not assign or transfer, sublet, part with or share the possession of, grant any licence affecting, mortgage, encumber, charge or otherwise deal with or dispose of this SPL Underlease or the SPL Underlease Area.

4. Renewal

The parties:

(a) acknowledge that neither party has an option to renew this SPL Sublease; and

(b) agree that each party must, at the request of the other party, negotiate in good faith whether to renew this SPL Underlease.

5. Rates, charges and taxes

JCAC must pay all rates, charges and taxes in respect of the SPL Underlease Area and any building located upon the SPL Underlease Area.

6. Utility charges

JCAC must pay for all electricity, water and gas consumed or used on the SPL Underlease Area.

7. Compliance with Headleases

All of JHI's and JCAC's covenants and obligations contained in each Headlease and Sublease are incorporated and deemed to be incorporated into this SPL Underlease as if they were specifically set out in this SPL Underlease, and JCAC agrees with Territory Housing in relation to the SPL Underlease Area in and on the same terms conditions and covenants as JHI and JCAC (each as lessee) has covenanted and agreed with the NTA (as lessor).

8. Repairs and maintenance

(a) JCAC is responsible for repairing and maintaining the SPL Underlease Area during the Term and must ensure that the SPL Underlease Area (including Improvements and all outside and open areas) are kept:

(i) clean;

(ii) neat and tidy in appearance;

(iii) in a state of reasonable repair; and

(iv) clear of graffiti and litter.

(b) Territory Housing and any person authorised by Territory Housing may at all reasonable times enter the SPL Underlease Area and view its condition and state of repair, and if Territory Housing considers that there is any defect or damage which the JCAC is obliged to repair, Territory Housing may notify JCAC of the defect or damage and require JCAC to repair it within a reasonable time.

(c) If JCAC does not fulfil its obligations under clause 8(a) or (b), Territory Housing may (without any obligation to do so) undertake such repairs and maintenance and recover the cost of doing so from JCAC.

(d) Territory Housing may on reasonable notice enter onto the SPL Underlease Area, to construct, demolish, upgrade, extend, refurbish, or do any other act or thing in relation to all Improvements and Services on the Premises, and in relation to the Premises generally.

(e) Territory Housing will not exercise its right under clause 8(d), unless it considers it reasonable for the purposes of ensuring:

(i) that nothing in or on the SPL Underlease Area infringes, or otherwise adversely impacts on its occupation of the Premises;

(ii) the SPL Underlease Area is maintained in manner and up to a standards that is appropriate for the Permitted Use that relate to that particular SPL Underlease Area; and

(iii) the safety of any person.

(f) For the purposes of Territory Housing exercising its right under clause 8(d), in relation to the SPL Underlease Areas that are marked 'C' (ceremonial and traditional Aboriginal purposes), and without limiting Territory Housing's right of entry under that clause, Territory Housing agrees to observe JCAC's reasonable requirements that assist Territory Housing to demonstrate respect for aboriginal cultural practices and beliefs, except in the case of emergency.

9. Use of SPL Underlease Area

JCAC must not use the SPL Underlease Area for any purpose other than the Permitted Use without the written consent of Territory Housing.

10. Quiet enjoyment

Territory Housing covenants with JCAC that JCAC may peaceably hold and enjoy the SPL Underlease Area during the Term without any interruption or disturbance from Territory Housing or any person lawfully claiming through or under Territory Housing.

11. Breach

If:

(a) JCAC breaches any of its obligations under the CL Underlease; and

(b) an equivalent obligation is imposed on JCAC under this SPL Underlease,

then JCAC is deemed to have breached that equivalent obligation under this SPL Underlease.

12. Termination

(a) If JCAC breaches any of its obligations under this SPL Underlease, Territory Housing may terminate this SPL Underlease if:

(i) it provides JCAC with written notice detailing the alleged breach; and

(ii) JCAC does not remedy the breach within 30 days of receipt of that notice.

(b) If the CL Underlease terminates for any reason, this SPL Underlease automatically terminates on the same day.

(c) If Crown Lease Term 01142 and Special Purpose Lease 0540 are consolidated to create a new Crown Lease in Perpetuity, the parties must do all things necessary to ensure that the rights granted to JCAC under this SPL Underlease continue under the new Crown Lease in Perpetuity.

13. Dispute resolution

(a) The parties agree that a dispute arising under this SPL Underlease will be dealt with as follows:

(i) the party claiming that there is a dispute will give the other party a notice setting out the nature of the dispute;

(ii) within 7 Business Days after receipt of that notice each party will seek to negotiate a resolution, with the representatives of each party being the people with day-to-day responsibility of the relevant issue;

(iii) failing settlement within 14 Business Days, CEO of Territory Housing and the General Manager of JCAC will try to settle the dispute by direct negotiation between them;

(iv) failing settlement within a further 14 Business Days, the parties may agree to refer the dispute to mediation;

(v) the parties will cooperate fully with any process instigated under this clause in order to achieve a speedy resolution; and

(vi) if a resolution is not reached through mediation within a further 28 Business Days, either party may commence legal proceedings or exercise any other rights it may have under or in respect of this SPL Underlease.

(b) Each party will bear its own costs of complying with this clause 12(a), and the parties must bear equally the cost of any third person engaged under clause 13(a)(iv).

(c) Clause 12(a) does not apply to legal proceedings by either party seeking urgent interlocutory relief.

14. Holding over

Where JCAC continues in occupation of the SPL Underlease Area after the expiration of the Term without any demand for possession having been made by Territory Housing, JCAC is deemed to be holding the SPL Underlease Area under a monthly tenancy determinable at any time upon 30 day's notice (which notice may expire at any time) being given by either party to the other, at the same Rent and upon and subject to the same terms as are contained in this SPL Underlease so far as they can be applied to a monthly tenancy.

15. Costs of SPL Underlease

(a) Each party must each bear their own costs of and incidental to the negotiation, settlement, preparation and execution of this SPL Underlease.

(b) Territory Housing will pay any costs associated with stamp duty, registration, planning approval and all other necessary consents and survey in respect of or in connection with this SPL Underlease.

16. Notices and other communications

16.1 Service of notices

A notice, demand, consent, approval or communication under this SPL Underlease (**Notice**) must be:

(a) in writing, in English and signed by a person duly authorised by the sender; and

(b) hand delivered or sent by prepaid post or facsimile to the recipient's address for Notices specified in the Details, as varied by any Notice given by the recipient to the sender.

16.2 Effective on receipt

A Notice given in accordance with clause 16.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

(a) if hand delivered, on delivery;

(b) if sent by prepaid post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia);

(c) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the entire Notice unless, within eight Business Hours after the transmission, the recipient informs the sender that it has not received the entire Notice,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

17. Goods and Services Tax

(a) For the purposes of this clause:

(i) GST Act means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and

(ii) adjustment event, adjustment note, GST, input tax credit and taxable supply have the meanings given to those terms in the GST Act.

(b) Unless otherwise stated, all amounts payable by one party to the other party under this SPL Underlease are exclusive of GST.

(c) A recipient of a taxable supply made under this SPL Underlease must pay to the supplier an amount equivalent to any GST paid or payable by the supplier in respect of the taxable supply, subject to the supplier issuing a valid tax invoice in accordance with the GST Act to the recipient.

(d) A party's obligation to reimburse the other party for an amount paid or payable to a third party includes GST on the amount paid or payable to the third party, except to the extent that the party being reimbursed is entitled to claim an input tax credit for that GST.

(e) Each party must issue an adjustment note to the other party as soon as it becomes aware of an adjustment event relating to a taxable supply by it under this SPL Underlease.

18. Miscellaneous

(a) This SPL Underlease may be executed by the parties in any number of counterparts and all counterparts taken together will constitute one instrument.

(b) Any term of this SPL Underlease which is not applicable to the SPL Underlease Area or which is repugnant to the general interpretation of this SPL Underlease or which is invalid unlawful void or unenforceable shall be capable of severance without affecting any of the other terms of this SPL Underlease.

(c) Without limiting clause 18(b), if any of the Headleases terminates (including expires) during the Term, then:

(i) that part of the SPL Underlease Area relating to that Headlease is excised from the SPL Underlease Area;

(ii) that excision has no effect on the remaining parts of the SPL Underlease Area;

(iii) the parties must do all things necessary, including varying this SPL Underlease and signing any other documents, to reflect that this SPL Underlease continues in respect of the remaining parts of the SPL Underlease Area.

(d) JCAC consents to Territory Housing completing or amending any Land Title Office panel form which may be required to register this SPL Underlease, or any amendment to this SPL Underlease contemplated in this SPL Underlease, from time to time. JCAC agrees to sign such documents as may be necessary to achieve this.

(e) This SPL Underlease shall not create any relationship between JCAC and Territory Housing other than the relationship of underlessor and underlessee.

Schedule 1 - SPL Underlease Particulars

1.	**Premises**	Headlease	Premises
		1. Crown Lease in Perpetuity 01103	1. Lot 2051 Town of Tennant Creek from plan S 86/060 (Kargaru)
		2. Crown Lease in Perpetuity 01114	2. Lot 2055 Town of Tennant Creek from plan S 86/102B (Marla Marla)
		3. Crown Lease in Perpetuity 01191	3. Lot 1273 Town of Tennant Creek from plan S 74/062A (Munji-Marla)
		4. Crown Lease in Perpetuity 01192	4. Lot 1004 Town of Tennant Creek from plan B 000314 (The Village)
		5. Crown Lease in Perpetuity 01122	5. Lot 2065 Town of Tennant Creek from plan S 88/37 (Tinkarli)
		6. Crown Lease in Perpetuity 01113	6. Lot 2057 Town of Tennant Creek from plan S 86/102A (Village Camp)
		7. Crown Lease in Perpetuity 01123	7. Lot 2066 Town of Tennant Creek from plan S 88/37 (Wuppa)
		8. Special Purpose Lease 0540	8. Lot 1271 Town of Tennant Creek from plan S 80/190 (Ngalpa Ngalpa)
		9. Crown Lease Term 01142	9. Lot 2125 Town of Tennant Creek from plan S96/271
		* The Headlease and Premises with corresponding numbers are the same parcel of land.	
2.	**Commencement Date**	The day on which the Minister provides his or her consent under clause 3.1(a) of this SPL Underlease.	
3.	**Term of Underlease**	10 years commencing on the Commencement Date	
4.	**Option Periods**	Nil	
5.	**Permitted Use**	For those areas on the plan marked A, community buildings and spaces. For those areas on the plan marked B, child care centres. For those areas on the plan marked C, ceremonial and traditional Aboriginal purposes.	

Signing page

EXECUTED as an agreement.

Signed by **Chief Executive Officer (Housing)** in the presence of

Signature of witness ←

Name of witness (print)

Signature of Chief Executive Officer (Housing) ←

Name of Chief Executive Officer (Housing) (print)

The Common Seal of **Julalikari Council Aboriginal Corporation** was affixed hereto this day of October 2008 in our presence pursuant to a resolution of the Council passed on the day of 2008:

Council Member ←

Name of Council Member

Council Member ←

Name of Council Member

Annexure A

Map of SPL Underlease Area

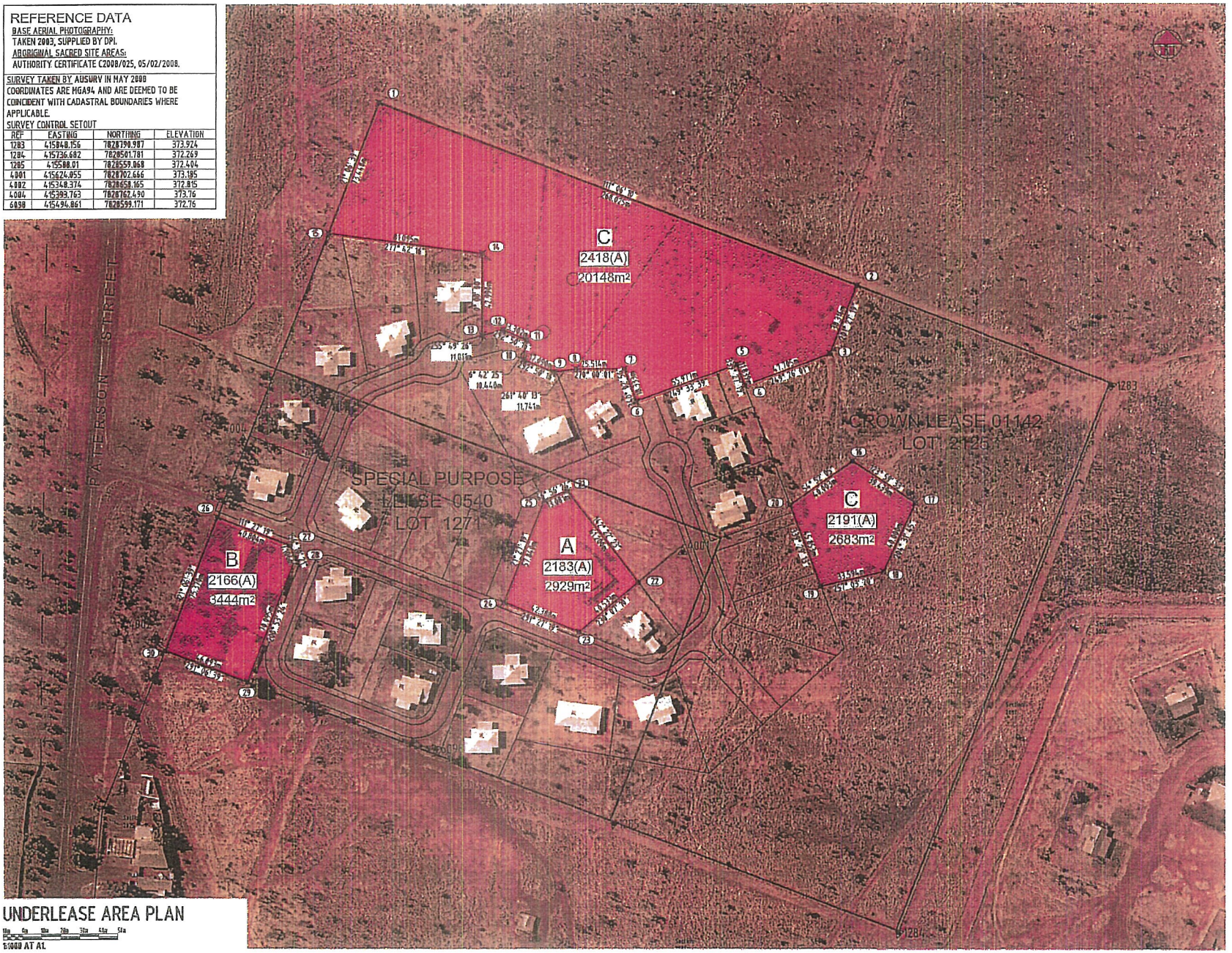
REFERENCE DATA

BASE AERIAL PHOTOGRAPHY:
TAKEN 2003, SUPPLIED BY DPI.
ABORIGINAL SACRED SITE AREAS:
AUTHORITY CERTIFICATE C2008/025, 05/02/2008.

SURVEY TAKEN BY AUSURV IN MAY 2008
COORDINATES ARE MGA94 AND ARE DEEMED TO BE COINCIDENT WITH CADASTRAL BOUNDARIES WHERE APPLICABLE.

SURVEY CONTROL SETOUT

REF	EASTING	NORTHING	ELEVATION
1283	415848.156	7828390.987	373.924
1284	415736.682	7828501.781	372.269
1285	415580.01	7828559.868	372.404
4001	415624.955	7828702.666	373.195
4002	415348.374	7828658.165	372.815
4004	415383.763	7828762.490	373.76
6038	415496.861	7828599.171	372.76



UNDERLEASE AREA PLAN

1:1000 AT A1

SETTING OUT TABLE

POINT	EASTING	NORTHING
1	415464.980	7828940.000
2	415714.950	7828043.500
3	415700.935	7828007.839
4	415656.270	7828791.081
5	415652.115	7828802.167
6	415599.663	7828782.679
7	415593.407	7828799.852
8	415567.893	7828799.852
9	415556.275	7828798.151
10	415540.525	7828804.784
11	415541.744	7828815.153
12	415529.485	7828829.316
13	415518.809	7828817.619
14	415518.809	7828860.618
15	415438.446	7828871.481
16	415712.791	7828758.654
17	415745.491	7828728.604
18	415728.884	7828692.214
19	415696.143	7828684.689
20	415680.054	7828727.619
21	415563.492	7828735.044
22	415600.856	7828686.593
23	415569.751	7828668.603
24	415530.300	7828676.108
25	415551.457	7828729.940
26	415380.372	7828721.863
27	415418.348	7828786.138
28	415421.219	7828699.638
29	415396.225	7828634.150
30	415353.226	7828650.751

No.	DESCRIPTION	DATE	INIT.
A	ISSUE FOR ADMINISTRATIVE APPPROVAL	04.12.2008	JTL/SGE

AMENDMENTS

OPUS QANTEC McWILLIAM
A.B.N. 78 009 342 008
Level 1, 60 Smith Street
Darwin NT 0800
GPO Box 4003 Darwin NT 0801
Telephone: (08) 8981 2300
Facsimile: (08) 8941 1081
E-Mail: darwin@qmcpl.com.au

territory housing

DRAWN	SGE/JTL	CHECKED	J.ANTOUN
DATE	OCT 2008	DATE	OCT 2008
DESIGNED		CHECKED	
DATE		DATE	
DESIGN PROJECT LEADER		PROJECT OFFICER	
DATE		DATE	

Northern Territory Government
Department of Planning and Infrastructure

TENNANT CREEK
NGALPA NGALPA (246)
INFRASTRUCTURE DESIGN PROJECT FOR TENNANT CREEK URBAN LIVING AREAS
SPECIAL PURPOSE LEASE 0540 LOT 1271 TOWN OF TENNANT CREEK (FROM PLAN S 90/190)
AND CROWN LEASE TERM 01142 LOT 2125 TOWN OF TENNANT CREEK (FROM PLAN S 96/271)

FILE No.	ASSET No.	SHEET No.	DRAWING No.	AMEND.	SHEET SIZE
-	-	- OF -	R08-2036	A	A1

Form 32

Section 65

Land Title Act
REGISTRAR-GENERAL'S DIRECTIONS

NORTHERN TERRITORY OF AUSTRALIA

U	**L**	**No:**
S	**L**	**No:**

Kara Maclean
Executive Assistant

IMPORTANT NOTICE

Please Note Privacy Statement Overleaf

Commissioner of Taxes use only (NOTE 1)

SUBLEASE

The owner of the lease subleases to the tenant the estate and interest in the land described and the tenant accepts this sublease of the land for the term and at the rent stipulated and subject to the covenants and conditions contained below or on the back of this document and acknowledges the amount payable or other consideration for the lease. (NOTES 2 – 3)

ESTATE AND INTEREST

Lease being subleased: Number:	Each Lease listed in the right hand column of Item 1 of Schedule 1, except Special Purpose Lease 0540, Lot 1271 Town of Tenant Creek from plan S80/190, Crown Lease in Perpetuity Term 1114, Lot 1273 Town of Tennant Creek from Plan S74/062A and Crown Lease in Perpetuity Term 1192, Lot 1004 Town of Tennant Creek from Plan B000314..

(NOTE 4)

Register	Volume	Folio	Location	Lot Description	Plan	Unit
CT	501	041	Town of Tennant Creek	2051	S86/060	
CT	312	089	Town of Tennant Creek	2055	S86/102B	
CT	371	160	Town of Tennant Creek	2065	S88/37	
CT	371	161	Town of Tennant Creek	2066	S88/37	
CT	728	827	Town of Tennant Creek	2125	S96/271	
CT	311	019	Town of Tennant Creek	2057	S 86/102A	

(NOTE 5)

INTEREST BEING SUBLEASED

Part of the Lots being Administrative Lot Numbers: 2267(A), 2275(A), 2283(A), 2303 (A), 2630 (A), 2414 (A), 2417 (A), 2249(A), 2209 (A), 2418(A), 2191 (A) and 2227(A) as shaded in red on the plan attached at Annexure A. (NOTE 6)

MARKET RENT UNDER THE SUB-LEASE		GST AMOUNT
OTHER CONSIDERATION (Include Nil or Nominal Rent)	$1	GST AMOUNT $0.09

(NOTE 7)

OWNER OF THE LEASE: Chief Executive Officer (Housing) (NOTE 8)

TENANT: Julalikari Council Aboriginal Corporation, PO Box 158, Tennant Creek NT 0861 (NOTE 9)

TENANCY: Joint Tenants/Tenants in Common (Shareholding) (NOTE 10)

TERM OF SUBLEASE

Commencing:	Expiring:	Right of Renewal:
___/___/2008	___/___/2018	No

(NOTE 11)

Registered on ……..…… At ……..……

CONSENTS (NOTE 12)

The Common Seal of Julalikari Council Aboriginal Corporation was affixed hereto this 20th day of October 2008 in our presence pursuant to a resolution of the Council passed on the 20th day of 2008

JULALIKARI COUNCIL ABORIGINAL CORPORATION COMMON SEAL

Geoffrey Shannon Geoffrey Shannon
Council Member: (Full name)

GINA MAREE SMITH
Council Member: (Full name)

SIGNED by Chief Executive Officer (Housing)
on (Date) 27 OCT 2008
In the presence of:
Kara Maclean.
Qualified Witness:
Kara Maclean
Executive Assistant

(NOTE 13)

CONSENT OF INTEREST HOLDERS

Instrument type: .....

Instrument No: .....

Name of Parties: .....

.....

I the registered proprietor of the interest shown above consent to the registration of this instrument.

Signed: .....

(Date): .....
In the presence of:

.....

Name of Qualified Witness: .....

Address or Telephone No.: .....

Instrument type: .....

Instrument No: .....

Name of Parties: .....

.....

I the registered proprietor of the interest shown above consent to the registration of this instrument.

Signed: .....

(Date): .....
In the presence of:

.....

Name of Qualified Witness: .....

Address or Telephone No.: .....

COVENANTS

It is hereby covenanted by and between the owner of lease and the tenant as follows;

☐ To comply with the provisions contained in Memorandum of Common Provisions recorded in the Register as LTO No.
☑ The conditions and covenants implied by Sections 117 & 119 *Law of Property Act* shall not apply. (delete one)
☑ To comply with the provisions annexed to this lease.

PRIVACY STATEMENT – LAND REGISTER FORMS

The Registrar-General's Office is authorised by the *Land Title Act* to collect the information on this form for the establishment and maintenance of the Land Register, which is made available for search by any person, anywhere, including through the Internet, upon payment of a fee. The information is regularly provided to other NT Government agencies, the Australian Valuation Office, local governments, the Australian Bureau of Statistics, the Australian Taxation Office or other Commonwealth Agencies as required or authorised by law, and some private sector organisations for conveyancing, local government, valuation, statistical, administrative and other purposes. The Department of Planning and Infrastructure also uses the information to prepare and sell or licence property sales reports to commercial organisations concerned with the development, sale or marketing of property.

Failure to provide the information in full or in part may prevent your application or transaction being completed.

Your personal information provided on this form can be subsequently accessed by you on request. If you have any queries please contact the Deputy Registrar-General on 8999 5318.

CL Underlease

Tennant Creek Community Living Areas

Chief Executive Officer (Housing) (**Territory Housing**)

Julalikari Council Aboriginal Corporation (**JCAC**)

MinterEllison

LAWYERS

LEVEL 4, 66 SMITH STREET, DARWIN NT 0800
TEL: +61 8 8901 5900 FAX: +61 8 8901 5901
www.minterellison.com

Underlease

Details		3
1.	Defined terms & interpretation	4
2.	Grant of Underlease	5
3.	Conditions	5
4.	Renewal	5
5.	Rates, charges and taxes	6
6.	Utility charges	6
7.	Compliance with Headleases	6
8.	Repairs and maintenance	6
9.	Use of CL Underlease Area	7
10.	Quiet enjoyment	7
11.	Breach	7
12.	Termination	7
13.	Change of Definition of 'Premises' and 'CL Underlease Areas'	8
14.	Dispute resolution	8
15.	Holding over	9
16.	Costs of CL Underlease	9
17.	Notices and other communications	9
18.	Goods and Services Tax	10
19.	Miscellaneous	10
Schedule 1 - CL Underlease Particulars		11
Signing page		12
Annexure A: Map of Underlease Areas		

Details

Date

2008

Parties

Name	**Chief Executive Officer (Housing)**
Short form name	**Territory Housing**
Notice details	1 Briggs Street, Darwin NT 0800 Facsimile: 08 8999 98488 Attention: General Manager

Name	**Julalikari Council Aboriginal Corporation**
Short form name	**JCAC**
Notice details	PO Box 158, Tennant Creek , NT 0861 Facsimile: 08 8962 3236 Attention: General Manager

Background

A Pursuant to the Headleases, the NTA granted leases of the part of the Premises to JHI, and part of the Premises to JCAC.

B JHI and JCAC each has granted, or will grant, a sublease of those parts of the Premises in relation to which they are lessee, to Territory Housing.

C Territory Housing wishes to grant an underlease of the CL Underlease Area to JCAC, and JCAC wishes to accept the grant of an underlease of the CL Underlease Area, on the terms of this CL Underlease.

D JHI consents, under clause 17 of its Sublease with Territory Housing, to Territory Housing granting to JCAC an underlease of those parts of the Premises in relation to which JHI is the lessee.

E Territory Housing also wishes to grant an underlease of the SPL Underlease Area to JCAC, and the parties have entered into, or will enter into, a separate underlease (**SPL Underlease**) in relation to the SPL Underlease Area.

F The consent of the Minister administering the *Crown Lands Act* is required pursuant to section 47 of the *Crown Lands Act* in order for Territory Housing to grant to JCAC this CL Underlease.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this Underlease:

Aboriginal has the meaning given in the Act;

Act means the *Aboriginal Land Rights (Northern Territory) Act 1976 (Cth)*;

Business Day means a day that is not a Saturday, Sunday or public holiday in the Northern Territory;

Business Hours means from 9.00am to 5.00pm on a Business Day;

CL Underlease means this underlease;

CL Underlease Area means, subject to clause 13, the areas shaded in red in the plans in Annexure A and labelled with the following Administrative Lot Numbers: 2418(A), 2191(A), 2303(A), 2267(A), 2275(A), 2283(A), 2209(A) 2417(A), 2414(A), 2630 (A), 2249(A) and 2227(A), and includes the Improvements and Services on the CL Underlease Area;

Commencement Date means the date specified in Item 2;

Headlease means each of the leases set out in the middle column of Item 1;

Improvement includes buildings, structures, fixtures, fittings, plant, equipment and material or articles which are erected on or attached to the CL Underlease Area (including without limitation houses, fences, streetlights, power poles) but does not include Services;

Initial Term means the period specified in Item 3;

JCAC means Julalikari Council Aboriginal Corporation ABN 52 109 391 552 incorporated under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cth)*;

NTA means the Northern Territory of Australia;

Option Period means that period specified in Item 4;

Permitted Use means the uses specified in Item 5;

Premises means the premises described in the right-hand column of Item 1 and includes the Improvements and Services on the Premises;

Rent means $1.00 if demanded;

Services includes:

(a) all utilities and services on or connected to the Premises including water, gas, electricity, lighting, sanitation, drainage, stormwater, computer services, communication and telecommunication systems, oil and any other source or type of energy and fuel and includes all wires, cables, pipes ducts and conduits, tanks, electrical and mechanical plant and all other ancillary or associated parts and accessories; and

(b) all roads and footpaths on the Premises;

SPL Underlease means the underlease referred to in Recital E;

Sublease means the sublease granted to by JHI to Territory Housing, and the sublease granted by JCAC to Territory Housing; and

Term means the Initial Term, the First Option Period and the Second Option Period, unless this Underlease is terminated earlier.

1.2 Interpretation

In this Underlease, unless a contrary intention appears:

(a) a reference to an Item is a reference to an Item in Schedule 1;

(b) a reference to a Schedule is a reference to a Schedule to this Underlease;

(c) words in the singular include the plural and vice versa;

(d) words importing one gender include each of the other genders; and

(e) a reference to a party includes its successors in title.

2. Grant of Underlease

In consideration of the Rent and JCAC's covenants, Territory Housing underleases to JCAC the CL Underlease Area for the Permitted Use for the Term.

3. Conditions

3.1 Pre-conditions

(a) This CL Underlease is conditional upon:

(i) JHI, JCAC and Territory Housing entering into the Subleases;

(ii) JCAC and Territory Housing entering into the SPL Underlease;

(iii) the Minister administering the *Crown Lands Act* providing his or her consent pursuant to section 47 of the *Crown Lands Act* in relation to the Subleases and this CL Underlease; and

(iv) the Minister administering the *Special Purpose Lease Act* providing his or her consent pursuant to section 6 of the *Special Purposes Leases Act* in relation to the Subleases and the SPL Underlease,

and the parties must execute this CL Underlease at the same time as the Subleases and the SPL Underlease are executed.

(b) The parties agree that:

(i) each party must use its reasonable endeavours to obtain the consents required under clause 3.1(a); and

(ii) if those consents are not obtained by 31 December 2008, either party may terminate this Sublease by giving written notice to the other party.

3.2 No assignment

JCAC must not assign or transfer, sublet, part with or share the possession of, grant any licence affecting, mortgage, encumber, charge or otherwise deal with or dispose of this CL Underlease or the CL Underlease Area.

4. Renewal

(a) Following execution of this CL Underlease, either party may cause to be lodged a plan of survey in respect of the CL Underlease Area, in accordance with section 49 of the *Licensed Surveyors Act*.

(b) Territory Housing is responsible for the cost of preparing and lodging the plan of survey.

(c) Conditional upon the plan of subdivision being approved by the Surveyor-General, either party may, by written notice to the other party at any time prior to six months before the end of the Initial Term, renew this CL Underlease for the Option Period.

(d) During the Option Period, the terms of this Underlease shall remain the same as during the Initial Term, except that this clause will be deleted.

(e) If anything in this clause 4 causes a party to breach section 61 of the *Planning Act*, then:

(i) this clause 4 (with the exception of the remainder of this clause 4(e)) is severed from this CL Underlease;

(ii) neither party will have an option to renew this CL Underlease; and

(iii) each party must, at the request of the other party, negotiate in good faith whether to renew this CL Underlease.

5. Rates, charges and taxes

JCAC must pay all rates, charges and taxes in respect of the CL Underlease Area and any building located upon the CL Underlease Area.

6. Utility charges

JCAC must pay for all electricity, water and gas consumed or used on the CL Underlease Area.

7. Compliance with Headleases

All of JHI's and JCAC's covenants and obligations contained in each Headlease and Sublease are incorporated and deemed to be incorporated into this CL Underlease as if they were specifically set out in this CL Underlease, and JCAC agrees with Territory Housing in relation to the CL Underlease Area in and on the same terms conditions and covenants as JHI and JCAC (each as lessee) has covenanted and agreed with the NTA (as lessor).

8. Repairs and maintenance

(a) JCAC is responsible for repairing and maintaining the CL Underlease Area during the Term and must ensure that the CL Underlease Area (including Improvements and all outside and open areas) are kept:

(i) clean;

(ii) neat and tidy in appearance;

(iii) in a state of reasonable repair; and

(iv) clear of graffiti and litter.

(b) Territory Housing and any person authorised by Territory Housing may at all reasonable times enter the CL Underlease Area and view its condition and state of repair, and if Territory Housing considers that there is any defect or damage which the JCAC is obliged to repair, Territory Housing may notify JCAC of the defect or damage and require JCAC to repair it within a reasonable time.

(c) If JCAC does not fulfil its obligations under clause 8(a) or (b), Territory Housing may (without any obligation to do so) undertake such repairs and maintenance and recover the cost of doing so from JCAC.

(d) Territory Housing may on reasonable notice enter onto the CL Underlease Area, to construct, demolish, upgrade, extend, refurbish, or do any other act or thing in relation to all Improvements and Services on the Premises, and in relation to the Premises generally.

(e) Territory Housing will not exercise its right under clause 8(d):

(i) unless it considers it reasonable for the purposes of ensuring:

(A) that nothing in or on the CL Underlease Area infringes, or otherwise adversely impacts on its occupation of the Premises;

(B) the CL Underlease Area is maintained in manner and up to a standards that is appropriate for the Permitted Use that relate to that particular CL Underlease Area; and

(C) the safety of any person;

(f) For the purposes of Territory Housing exercising its right under clause 8(d), in relation to the CL Underlease Areas that are marked 'C' (ceremonial and traditional Aboriginal purposes), and without limiting Territory Housing's right of entry under that clause, Territory Housing agrees to observe JCAC's reasonable requirements that assist Territory Housing to demonstrate respect for aboriginal cultural practices and beliefs, except in the case of emergency.

9. Use of CL Underlease Area

JCAC must not use the CL Underlease Area for any purpose other than the Permitted Use without the written consent of Territory Housing.

10. Quiet enjoyment

Territory Housing covenants with JCAC that JCAC may peaceably hold and enjoy the CL Underlease Area during the Term without any interruption or disturbance from Territory Housing or any person lawfully claiming through or under Territory Housing.

11. Breach

If:

(a) JCAC breaches any of its obligations under the SPL Underlease; and

(b) an equivalent obligation is imposed on JCAC under this CL Underlease,

then JCAC is deemed to have breached that equivalent obligation under this CL Underlease.

12. Termination

(a) If JCAC breaches any of its obligations under this CL Underlease, Territory Housing may terminate this CL Underlease in respect of the whole or a part of the CL Underlease Area if:

(i) it provides JCAC with written notice detailing the alleged breach; and

(ii) JCAC does not remedy the breach within 30 days of receipt of that notice.

(b) If Territory Housing elects to terminate this CL Underlease in respect of a part of the CL Underlease Area, the parties must do all things necessary, including varying this CL Underlease and signing any other documents, to excise that part of the CL Underlease Area and to reflect that this CL Underlease continues in respect of the remaining parts of the CL Underlease Area.

(c) If the SPL Underlease terminates for any reason, this CL Underlease automatically terminates on the same day.

(d) If Crown Lease Term 01142 and Special Purpose Lease 0540 are consolidated to create a new Crown Lease in Perpetuity, the parties must do all things necessary to ensure that the rights granted to JCAC under this CL Underlease in relation to Crown Lease Term 01142 continue under the new Crown Lease in Perpetuity.

13. Change of Definition of 'Premises' and 'CL Underlease Areas'

(a) If the Special Purpose Lease referred to in Paragraph 8 of Item 1 **(SPL 0540)** terminates after execution of this Sublease but prior to the consents required under clause 3.1(a) of this CL Underlease being obtained, then:

(i) Item 1 is amended by deleting the reference to SPL 0540;

(ii) if a Crown Lease in Perpetuity is granted to JHI in respect of the land formerly the subject of SPL 0540, the definition of 'Premises' is amended by inserting that new Crown Lease in Perpetuity into Item 1;

(iii) if SPL 0540 and Crown Lease Term 01142 **(CLT 01142)** are both terminated, and a single Crown Lease in Perpetuity is granted to JHI in respect of the land formerly the subject of SPL 0540 and CLT 01142, the definition of 'Premises' is amended by inserting that new Crown Lease in Perpetuity into Item 1; and

(iv) the CL Underlease Area will include the areas shaded in red in the plans that are labelled with Administrative Lot Numbers 2166(A) and 2183(A).

(b) Without limiting clause 19(b), if any of the Headleases terminates during the Term, then:

(i) Item 1 is amended by deleting the reference to that Headlease;

(ii) that part of the CL Underlease Area relating to that Headlease is excised from the CL Underlease Area;

(iii) that excision has no effect on the remaining parts of the CL Underlease Area;

(iv) the parties must do all things necessary, including varying this CL Underlease and signing any other documents, to reflect that this CL Underlease continues in respect of the remaining parts of the CL Underlease Area; and

(v) if a new Crown Lease in Perpetuity is granted to JHI in respect of the land formerly the subject of that Headlease, the definition of 'Premises' is amended by inserting that new Crown Lease in Perpetuity into Item 1.

14. Dispute resolution

(a) The parties agree that a dispute arising under this CL Underlease will be dealt with as follows:

(i) the party claiming that there is a dispute will give the other party a notice setting out the nature of the dispute;

(ii) within 7 Business Days after receipt of that notice each party will seek to negotiate a resolution, with the representatives of each party being the people with day-to-day responsibility of the relevant issue;

(iii) failing settlement within 14 Business Days, CEO of Territory Housing and the General Manager of JCAC will try to settle the dispute by direct negotiation between them;

(iv) failing settlement within a further 14 Business Days, the parties may agree to refer the dispute to mediation;

(v) the parties will cooperate fully with any process instigated under this clause in order to achieve a speedy resolution; and

(vi) if a resolution is not reached through mediation within a further 28 Business Days, either party may commence legal proceedings or exercise any other rights it may have under or in respect of this CL Underlease.

(b) Each party will bear its own costs of complying with this clause14, and the parties must bear equally the cost of any third person engaged under clause 14(a)(iv).

(c) This clause 14 does not apply to legal proceedings by either party seeking urgent interlocutory relief.

15. Holding over

Where JCAC continues in occupation of the CL Underlease Area after the expiration of the Term without any demand for possession having been made by Territory Housing, JCAC is deemed to be holding the CL Underlease Area under a monthly tenancy determinable at any time upon 30 day's notice (which notice may expire at any time) being given by either party to the other, at the same Rent and upon and subject to the same terms as are contained in this CL Underlease so far as they can be applied to a monthly tenancy.

16. Costs of CL Underlease

(a) Each party must each bear their own costs of and incidental to the negotiation, settlement, preparation and execution of this CL Underlease.

(b) Territory Housing will pay any costs associated with stamp duty, registration, planning approval and all other necessary consents and survey in respect of or in connection with this CL Underlease.

17. Notices and other communications

17.1 Service of notices

A notice, demand, consent, approval or communication under this CL Underlease (**Notice**) must be:

(a) in writing, in English and signed by a person duly authorised by the sender; and

(b) hand delivered or sent by prepaid post or facsimile to the recipient's address for Notices specified in the Details, as varied by any Notice given by the recipient to the sender.

17.2 Effective on receipt

A Notice given in accordance with clause 17.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

(a) if hand delivered, on delivery;

(b) if sent by prepaid post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia);

(c) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the entire Notice unless, within eight Business Hours after the transmission, the recipient informs the sender that it has not received the entire Notice,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

18. Goods and Services Tax

(a) For the purposes of this clause:

(i) GST Act means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and

(ii) adjustment event, adjustment note, GST, input tax credit and taxable supply have the meanings given to those terms in the GST Act.

(b) Unless otherwise stated, all amounts payable by one party to the other party under this CL Underlease are exclusive of GST.

(c) A recipient of a taxable supply made under this CL Underlease must pay to the supplier an amount equivalent to any GST paid or payable by the supplier in respect of the taxable supply, subject to the supplier issuing a valid tax invoice in accordance with the GST Act to the recipient.

(d) A party's obligation to reimburse the other party for an amount paid or payable to a third party includes GST on the amount paid or payable to the third party, except to the extent that the party being reimbursed is entitled to claim an input tax credit for that GST.

(e) Each party must issue an adjustment note to the other party as soon as it becomes aware of an adjustment event relating to a taxable supply by it under this CL Underlease.

19. Miscellaneous

(a) This CL Underlease may be executed by the parties in any number of counterparts and all counterparts taken together will constitute one instrument.

(b) Any term of this CL Underlease which is not applicable to the CL Underlease Area or which is repugnant to the general interpretation of this CL Underlease or which is invalid unlawful void or unenforceable shall be capable of severance without affecting any of the other terms of this CL Underlease.

(c) JCAC consents to Territory Housing completing or amending any Land Title Office panel form which may be required to register this CL Underlease, or any amendment to this CL Underlease contemplated in this CL Underlease, from time to time. JCAC agrees to sign such documents as may be necessary to achieve this.

(d) This CL Underlease shall not create any relationship between JCAC and Territory Housing other than the relationship of underlessor and underlessee.

Schedule 1 - CL Underlease Particulars

		Headlease	Premises
1.	**Premises**	1. Crown Lease in Perpetuity 01103 2. Crown Lease in Perpetuity 01114 3. Crown Lease in Perpetuity 01191 4. Crown Lease in Perpetuity 01192 5. Crown Lease in Perpetuity 01122 6. Crown Lease in Perpetuity 01113 7. Crown Lease in Perpetuity 01123 8. Special Purpose Lease 0540 9. Crown Lease Term 01142 * The Headlease and Premises with corresponding numbers are the same parcel of land.	1. Lot 2051 Town of Tennant Creek from plan S 86/060 (Kargaru) 2. Lot 2055 Town of Tennant Creek from plan S 86/102B (Marla Marla) 3. Lot 1273 Town of Tennant Creek from plan S 74/062A (Munji-Marla) 4. Lot 1004 Town of Tennant Creek from plan B 000314 (The Village) 5. Lot 2065 Town of Tennant Creek from plan S 88/37 (Tinkarli) 6. Lot 2057 Town of Tennant Creek from plan S 86/102A (Village Camp) 7. Lot 2066 Town of Tennant Creek from plan S 88/37 (Wuppa) 8. Lot 1271 Town of Tennant Creek from plan S 80/190 (Ngalpa Ngalpa) 9. Lot 2125 Town of Tennant Creek from plan S96/271
2.	**Commencement Date**	The day on which the Minister provides his or her consent under clause 3.1(a) of this CL Underlease	
3.	**Term of Underlease**	10 years commencing on the Commencement Date	
4.	**Option Periods**	The balance of the period of the Sublease, including any option periods under the Sublease	
5.	**Permitted Use**	For those areas on the plan marked A, community buildings and spaces. For those areas on the plan marked B, child care centres. For those areas on the plan marked C, ceremonial and traditional Aboriginal purposes.	

Signing page

EXECUTED as an agreement.

Signed by **Chief Executive Officer (Housing)**
in the presence of

Kara Maclean ←
Signature of witness

Kara Maclean
Executive Assistant
Name of witness (print)

← Signature of Chief Executive Officer (Housing)

D.J. Ritchie
Chief Executive
Name of Chief Executive Officer (Housing) (print)

The Common Seal of **Julalikari Council Aboriginal Corporation** was affixed hereto this 20th day of October 2008 in our presence pursuant to a resolution of the Council passed on the 20th day of October 2008:

JULALIKARI COUNCIL ABORIGINAL CORPORATION
COMMON SEAL

Geoffrey Shannon
Council Member

Geoffrey Shannon
Name of Council Member

← Council Member

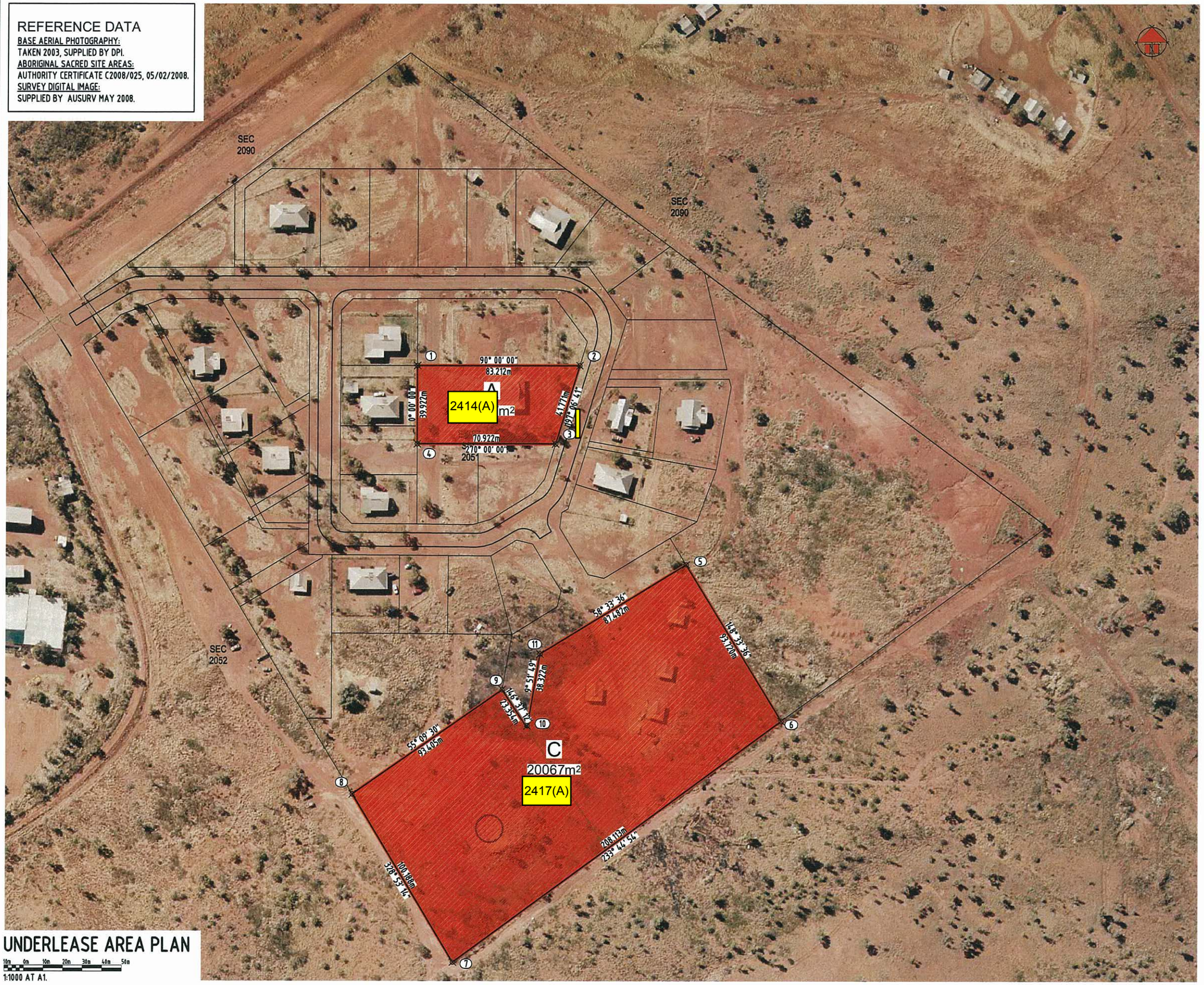
GINA MAREE SMITH
Name of Council Member

Annexure A

Map of CL Underlease Area

REFERENCE DATA

BASE AERIAL PHOTOGRAPHY:
TAKEN 2003, SUPPLIED BY DPI.
ABORIGINAL SACRED SITE AREAS:
AUTHORITY CERTIFICATE C2008/025, 05/02/2008.
SURVEY DIGITAL IMAGE:
SUPPLIED BY AUSURV MAY 2008.



SETTING OUT TABLE

POINT	EASTING	NORTHING
1	416012.5885	7826217.8511
2	416095.8005	7826217.8511
3	416083.5101	7826177.9288
4	416012.5885	7826177.9288
5	416150.6634	7826116.2117
6	416199.5482	7826036.2515
7	416031.7198	7825913.1871
8	415979.9501	7825998.9634
9	416056.6109	7826052.3266
10	416069.4601	7826033.8677
11	416076.0248	7826070.5804

UNDERLEASE AREA PLAN

10m 0m 10m 20m 30m 40m 50m
1:1000 AT A1.

No.	DESCRIPTION	DATE	INIT.
A	ISSUE FOR ADMINISTRATIVE APPROVAL	09.10.2008	JTL

AMENDMENTS

OPUS QANTEC McWILLIAM
A.B.N. 79 086 342 065
Level 1, 60 Smith Street
Darwin NT 0801
GPO Box 4083 Darwin NT 0801
Telephone: (08) 8981 7500
Facsimile: (08) 8941 1862
E-Mail: darwin@opusqmcw.com.au
The Association of Consulting Engineers Australia
N-D8004.01_UNDERLEASE

territory housing

DRAWN	SGE\JTL	CHECKED	J.ANTOUN
DATE	OCT 2008	DATE	OCT 2008
DESIGNED		CHECKED	
DATE		DATE	
DESIGN PROJECT LEADER		PROJECT OFFICER	
DATE		DATE	

Northern Territory Government
Department of Planning and Infrastructure

TENNANT CREEK
KARGARU (238)
INFRASTRUCTURE DESIGN PROJECT FOR TENNANT CREEK URBAN LIVING AREAS
CROWN LEASE IN PERPETUITY 01103
LOT 2051 TOWN OF TENNANT CREEK (FROM PLAN S 86/060)

FILE No.	ASSET No.	SHEET No.	DRAWING No.	AMEND.	SHEET SIZE
-	-	- OF -	R08-2033	A	A1

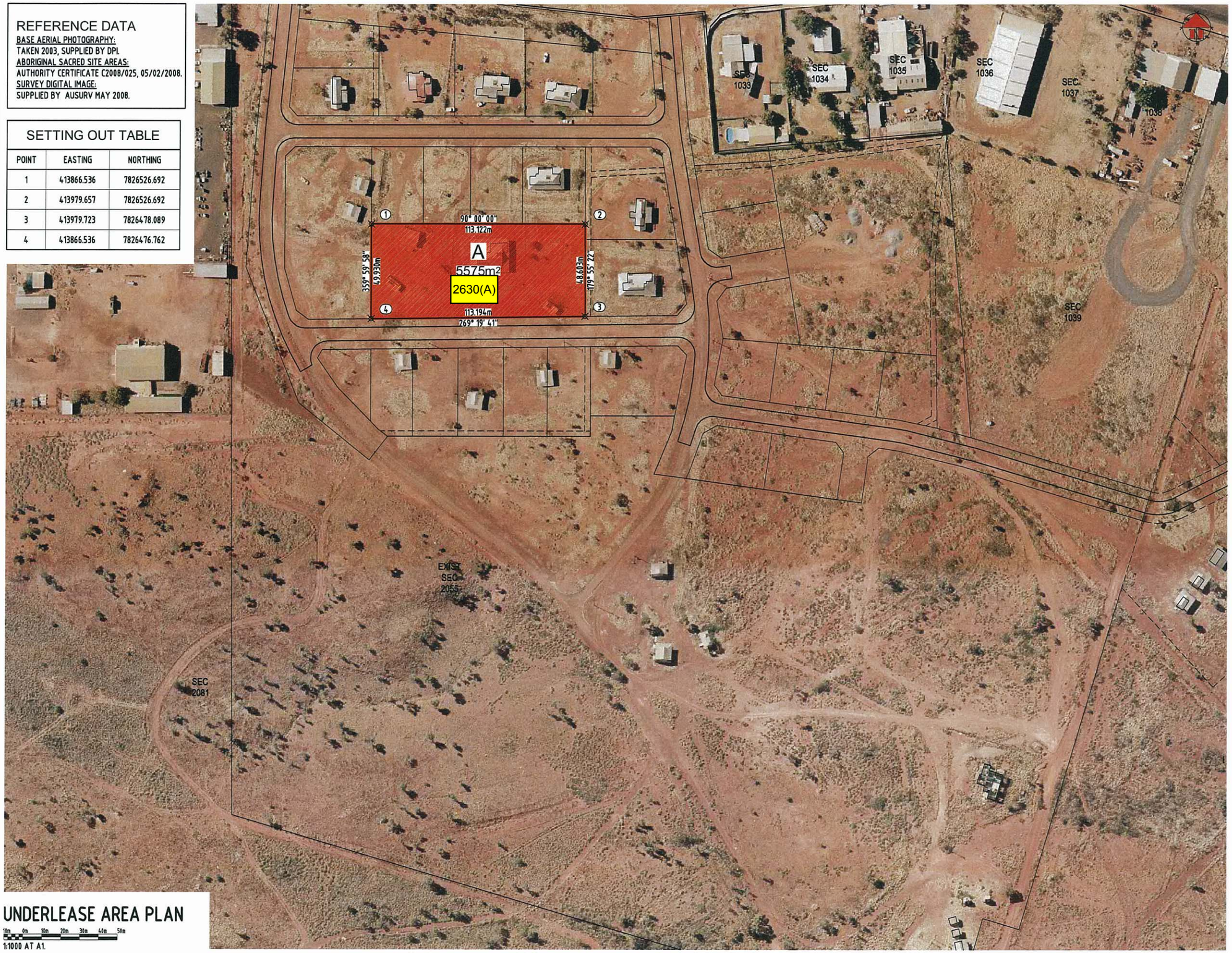
G:\PROJECTS 2008-OPUS\N-D8004 - TENNANT CREEK URBAN LIVING\N-D8004.01\N-D8004.01 DRAWINGS\01 KARGARU\N-D8004.01 UNDERLEASE.DWG

REFERENCE DATA

BASE AERIAL PHOTOGRAPHY:
TAKEN 2003, SUPPLIED BY DPI.
ABORIGINAL SACRED SITE AREAS:
AUTHORITY CERTIFICATE C2008/025, 05/02/2008.
SURVEY DIGITAL IMAGE:
SUPPLIED BY AUSURV MAY 2008.

SETTING OUT TABLE

POINT	EASTING	NORTHING
1	413866.536	7826526.692
2	413979.657	7826526.692
3	413979.723	7826478.089
4	413866.536	7826476.762



UNDERLEASE AREA PLAN

10m 0m 10m 20m 30m 40m 50m
1:1000 AT A1.

No.	DESCRIPTION	DATE	INIT.
A	ISSUE FOR ADMINISTRATIVE APPROVAL	09.10.2008	SGE
	AMENDMENTS		

OPUS QANTEC McWILLIAM
A.B.N. 79 086 342 065
Level 1, 60 Smith Street
Darwin NT 0801
GPO Box 4083 Darwin NT 0801
Telephone: (08) 8981 7500
Facsimile: (08) 8941 1862
E-Mail: darwin@opusqmcw.com.au
The Association of Consulting Engineers Australia
N-D8004.02

territory housing

DRAWN	SGE\JTL	CHECKED	J.ANTOUN
DATE	OCT 2008	DATE	OCT 2008
DESIGNED		CHECKED	
DATE		DATE	
DESIGN PROJECT LEADER		PROJECT OFFICER	
DATE		DATE	

Northern Territory Government
Department of Planning and Infrastructure

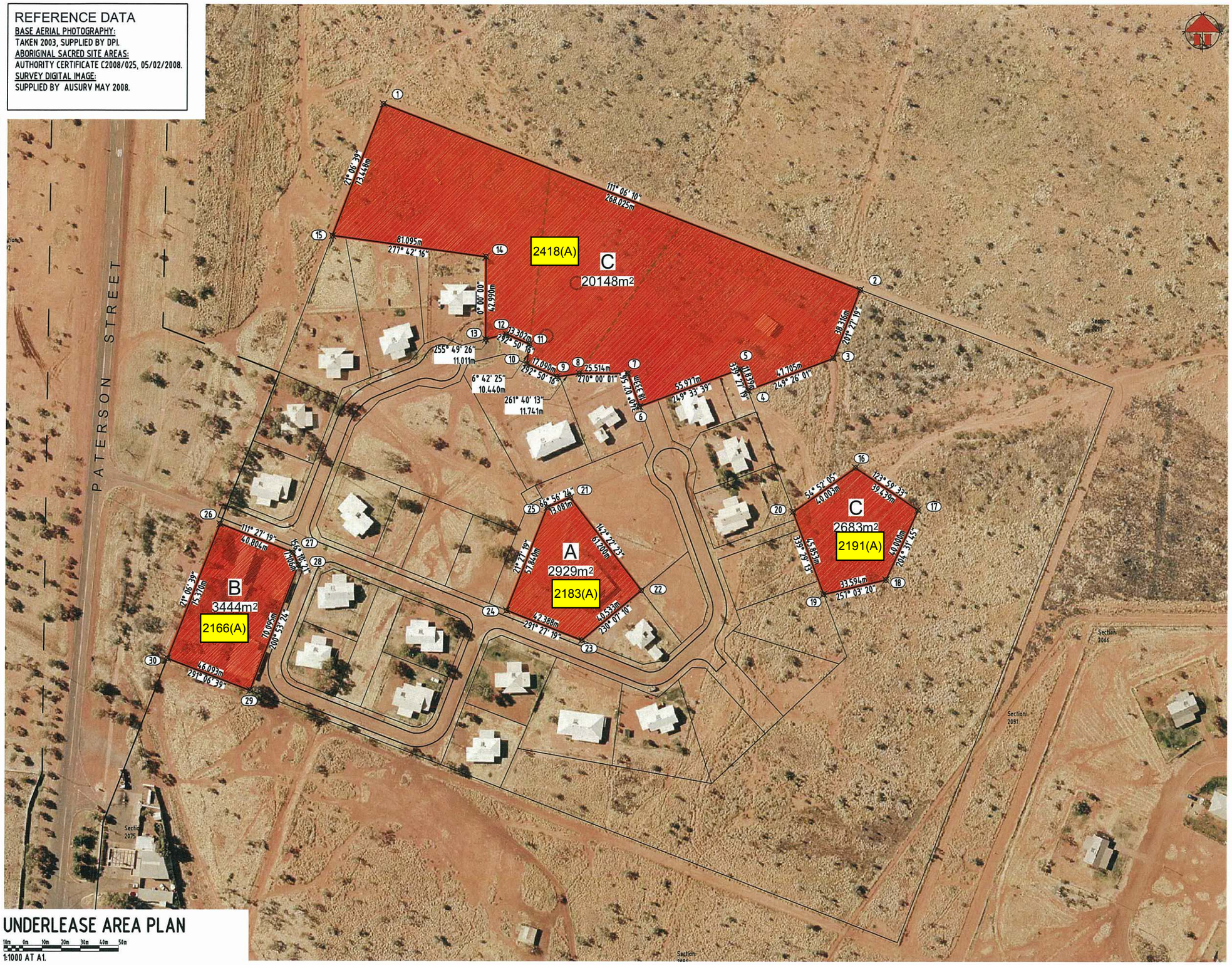
TENNANT CREEK
MARLA MARLA (223)
INFRASTRUCTURE DESIGN PROJECT FOR TENNANT CREEK URBAN LIVING AREAS
CROWN LEASE IN PERPETUITY 01114
LOT 2055 TOWN OF TENNANT CREEK (FROM PLAN 86/102B)

FILE No.	ASSET No.	SHEET No.	DRAWING No.	AMEND.	SHEET SIZE
-	-	- OF -	R08-2034	A	A1

G:\PROJECTS 2008-OPUS\N-D8004 - TENNANT CREEK URBAN LIVING\N-D8004.A01\N-D8004.A0 DRAWINGS\V2_MARLA_MARLA\N-D8004.A2_UNDERLEASE.DWG

REFERENCE DATA

BASE AERIAL PHOTOGRAPHY:
TAKEN 2003, SUPPLIED BY DPI.
ABORIGINAL SACRED SITE AREAS:
AUTHORITY CERTIFICATE C2008/025, 05/02/2008.
SURVEY DIGITAL IMAGE:
SUPPLIED BY AUSURV MAY 2008.



UNDERLEASE AREA PLAN

10m 0m 10m 20m 30m 40m 50m
1:1000 AT A1.

SETTING OUT TABLE

POINT	EASTING	NORTHING
1	415464.900	7828940.000
2	415714.950	7828843.500
3	415700.935	7828807.839
4	415656.270	7828791.081
5	415652.115	7828802.167
6	415599.663	7828782.619
7	415593.407	7828799.852
8	415567.893	7828799.852
9	415556.275	7828798.151
10	415540.525	7828804.784
11	415541.744	7828815.153
12	415529.485	7828820.316
13	415518.809	7828817.619
14	415518.809	7828860.610
15	415438.446	7828871.481
16	415712.791	7828750.654
17	415745.491	7828728.604
18	415728.884	7828692.214
19	415696.143	7828684.689
20	415680.054	7828727.619
21	415563.492	7828735.064
22	415600.856	7828686.593
23	415569.751	7828660.603
24	415530.300	7828676.108
25	415551.457	7828729.940
26	415380.372	7828721.063
27	415418.348	7828706.138
28	415421.219	7828699.638
29	415396.225	7828634.150
30	415353.226	7828650.751

No.	DESCRIPTION	DATE	INIT.
A	ISSUE FOR ADMINISTRATIVE APPPROVAL	09.10.2008	JTL/SGE

AMENDMENTS

OPUS QANTEC McWILLIAM
A.B.N. 79 086 342 065
Level 1, 60 Smith Street
Darwin NT 0801
GPO Box 4083 Darwin NT 0801
Telephone: (08) 8981 7500
Facsimile: (08) 8941 1862
E-Mail: darwin@opusqmcw.com.au
The Association of Consulting Engineers Australia
N-D8004.04

territory housing

DRAWN	CHECKED
SGE/JTL	J.ANTOUN
DATE OCT 2008	DATE OCT 2008
DESIGNED	CHECKED
DATE	DATE
DESIGN PROJECT LEADER	PROJECT OFFICER
DATE	DATE

Northern Territory Government
Department of Planning and Infrastructure

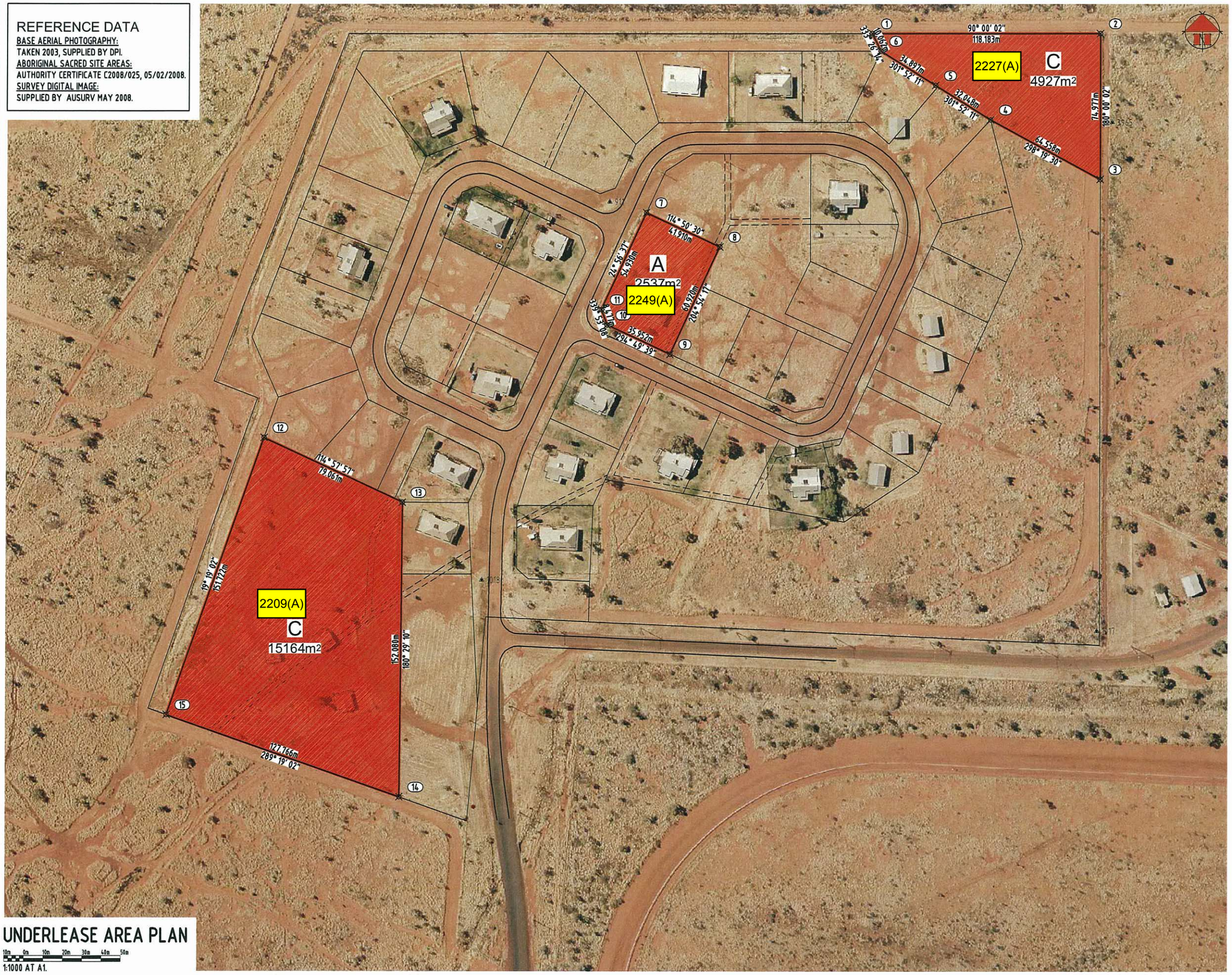
TENNANT CREEK
NGALPA NGALPA (246)
INFRASTRUCTURE DESIGN PROJECT FOR TENNANT CREEK URBAN LIVING AREAS
SPECIAL PURPOSE LEASE 0540 LOT 1271 TOWN OF TENNANT CREEK (FROM PLAN S 80/190)
AND CROWN LEASE TERM 01142 LOT 2125 TOWN OF TENNANT CREEK (FROM PLAN S 96/271)

FILE No.	ASSET No.	SHEET No.	DRAWING No.	AMEND.	SHEET SIZE
-	-	- OF -	R08-2036	A	A1

G:\PROJECTS\2008-OPUS\N-D8004 - TENNANT CREEK URBAN LIVING\N-D8004.04\N-D8004.04 DRAWINGS\MX_NGALPA_NGALPAPLAN-D8004.04_UNDERLEASE.DWG

REFERENCE DATA

BASE AERIAL PHOTOGRAPHY:
TAKEN 2003, SUPPLIED BY DPI.
ABORIGINAL SACRED SITE AREAS:
AUTHORITY CERTIFICATE C2008/025, 05/02/2008.
SURVEY DIGITAL IMAGE:
SUPPLIED BY AUSURV MAY 2008.



SETTING OUT TABLE

POINT	EASTING	NORTHING
1	416108.372	7828668.391
2	416226.555	7828668.390
3	416226.554	7828593.413
4	416169.726	7828624.045
5	416141.299	7828641.718
6	416112.872	7828659.391
7	415991.592	7828576.279
8	416029.625	7828558.672
9	416003.971	7828503.417
10	415971.342	7828518.513
11	415968.427	7828526.472
12	415794.124	7828460.277
13	415865.797	7828426.907
14	415864.507	7828274.832
15	415743.934	7828317.096

UNDERLEASE AREA PLAN

10m 0m 10m 20m 30m 40m 50m
1:1000 AT A1.

No.	DESCRIPTION	DATE	INIT.
A	ISSUE FOR ADMINISTRATIVE APPROVAL	09.10.2008	JTL/SGE

AMENDMENTS

OPUS QANTEC McWILLIAM
A.B.N. 79 086 342 065
Level 1, 60 Smith Street
Darwin NT 0801
GPO Box 4083 Darwin NT 0801
Telephone: (08) 8981 7500
Facsimile: (08) 8941 1862
E-Mail: darwin@opusqmcw.com.au
The Association of Consulting Engineers Australia
N-D8004.05_UNDERLEASE

territory housing

DRAWN	CHECKED
JTL\SGE	J.ANTOUN
DATE OCT 2008	DATE OCT 2008
DESIGNED	CHECKED
DATE	DATE
DESIGN PROJECT LEADER	PROJECT OFFICER
DATE	DATE

Northern Territory Government
Department of Planning and Infrastructure

TENNANT CREEK
WUPPA (684)
INFRASTRUCTURE DESIGN PROJECT FOR TENNANT CREEK URBAN LIVING AREAS
CROWN LEASE PERPETUITY 01123
LOT 2066 TOWN OF TENNANT CREEK (FROM PLAN S 88/37)

FILE No.	ASSET No.	SHEET No.	DRAWING No.	AMEND.	SHEET SIZE
-	-	OF -	R08-2037	A	A1

G:\PROJECTS 2008-OPUS\N-D8004 - TENNANT CREEK URBAN LIVING\N-D8004.05\N-D8004.05 DRAWINGS\05_WUPPA\N-D8004.05_UNDERLEASE.DWG

REFERENCE DATA

BASE AERIAL PHOTOGRAPHY:
TAKEN 2003, SUPPLIED BY DPI.
ABORIGINAL SACRED SITE AREAS:
AUTHORITY CERTIFICATE C2008/025, 05/02/2008.
SURVEY DIGITAL IMAGE:
SUPPLIED BY AUSURV MAY 2008.



SETTING OUT TABLE

POINT	EASTING	NORTHING
1	416372.609	7828706.525
2	416442.392	7828746.813
3	416506.212	7828673.352
4	416466.335	7828649.125
5	416455.241	7828652.129
6	416444.104	7828645.738
7	416440.748	7828633.344
8	416446.087	7828624.039
9	416426.310	7828612.414
10	416610.280	7828553.563
11	416632.983	7828527.430
12	416628.691	7828433.223
13	416603.070	7828431.891
14	416577.584	7828407.108
15	416553.527	7828449.032
16	416571.664	7828460.456
17	416562.834	7828475.866
18	416593.960	7828493.727
19	416573.584	7828532.353
20	416495.750	7828468.174
21	416517.651	7828429.992
22	416462.371	7828394.880
23	416438.994	7828435.618

UNDERLEASE AREA PLAN

10m 0m 10m 20m 30m 40m 50m
1:1000 AT A1.

No.	DESCRIPTION	DATE	INIT.
A	ISSUE FOR ADMINISTRATIVE APPROVAL	09.10.2008	JTL/SGE

AMENDMENTS

OPUS QANTEC McWILLIAM
A.B.N. 79 086 342 065
Level 1, 60 Smith Street
Darwin NT 0801
GPO Box 4083 Darwin NT 0801
Telephone: (08) 8981 7500
Facsimile: (08) 8941 1862
E-Mail: darwin@opusqmcw.com.au
The Association of Consulting Engineers Australia

N-D8004.06_UNDERLEASE

territory housing

DRAWN	CHECKED
SGE\JTL	J.ANTOUN
DATE OCT 2008	DATE OCT 2008
DESIGNED	CHECKED
DATE	DATE
DESIGN PROJECT LEADER	PROJECT OFFICER
DATE	DATE

Northern Territory Government
Department of Planning and Infrastructure

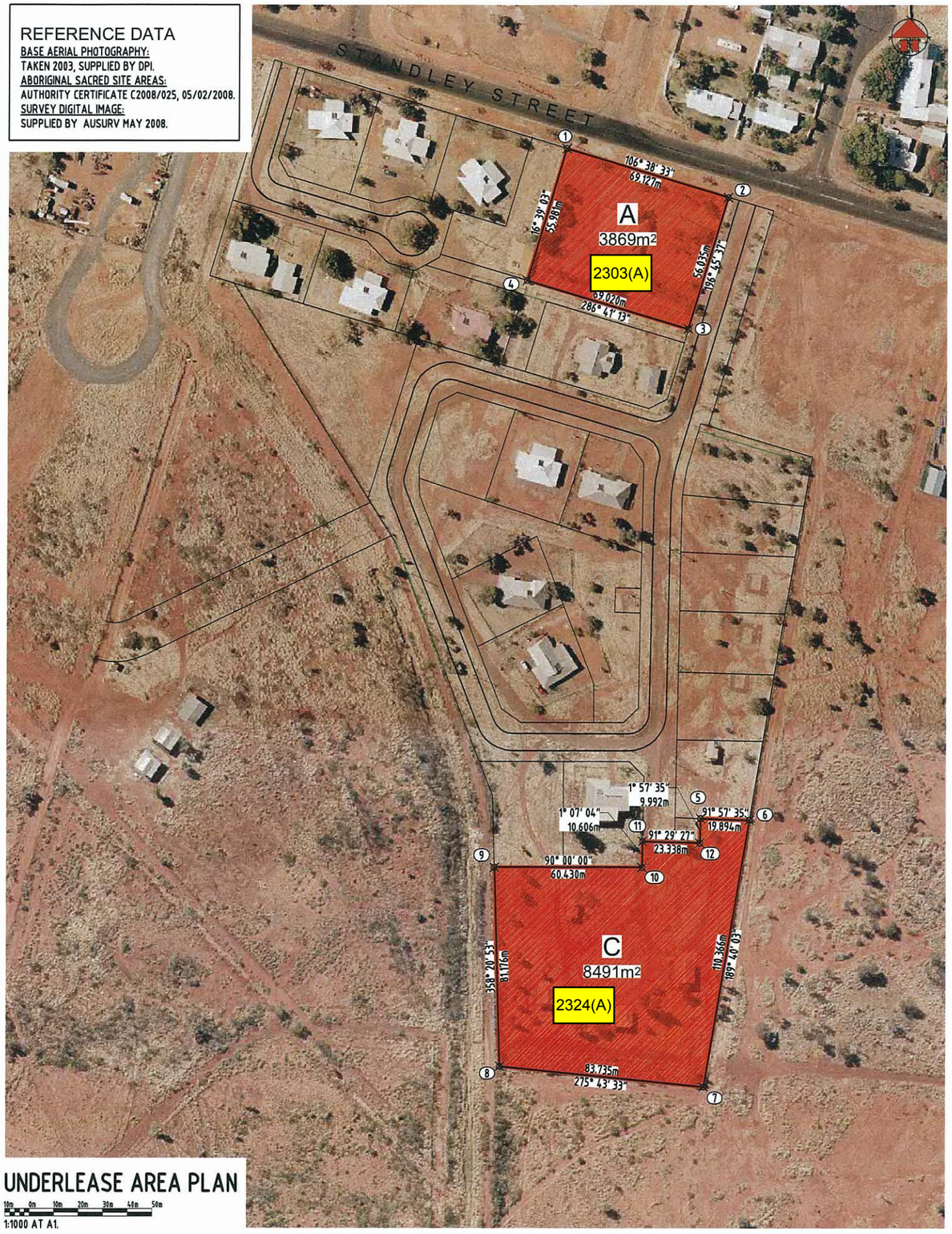
TENNANT CREEK
TINKARLI (681)
INFRASTRUCTURE DESIGN PROJECT FOR TENNANT CREEK URBAN LIVING AREAS
CROWN LEASE PERPETUITY 01122
LOT 2065 TOWN OF TENNANT CREEK (FROM PLAN S 88/37)

FILE No.	ASSET No.	SHEET No.	DRAWING No.	AMEND.	SHEET SIZE
-	-	OF -	R08-2038	A	A1

G:\PROJECTS 2008-OPUS\N-D8004 - TENNANT CREEK URBAN LIVING\N-D8004.69\N-D8004.69 DRAWINGS\N-D8004.66 - TINKARLI\N-D8004.66 - UNDERLEASE.DWG

REFERENCE DATA

BASE AERIAL PHOTOGRAPHY:
TAKEN 2003, SUPPLIED BY DPI.
ABORIGINAL SACRED SITE AREAS:
AUTHORITY CERTIFICATE C2008/025, 05/02/2008.
SURVEY DIGITAL IMAGE:
SUPPLIED BY AUSURV MAY 2008.



UNDERLEASE AREA PLAN

10m 0m 10m 20m 30m 40m 50m
1:1000 AT A1.

SETTING OUT TABLE

POINT	EASTING	NORTHING
1	414467.676	7826579.672
2	414533.907	7826559.874
3	414517.806	7826506.412
4	414451.635	7826526.038
5	414523.376	7826306.579
6	414543.258	7826305.899
7	414524.724	7826197.100
8	414441.407	7826205.454
9	414439.067	7826286.596
10	414499.497	7826286.596
11	414499.704	7826297.200
12	414523.034	7826296.593

No.	DESCRIPTION	DATE	INIT.
	AMENDMENTS		
A	ISSUE FOR ADMINISTRATIVE APPROVAL	09.10.2008	JTL/SGE

OPUS QANTEC McWILLIAM
A.B.N. 79 086 342 065
Level 1, 60 Smith Street
Darwin NT 0801
GPO Box 4083 Darwin NT 0801
Telephone: (08) 8981 7500
Facsimile: (08) 8941 1862
E-Mail: darwin@opusqmcw.com.au
The Association of Consulting Engineers Australia
N-D8004.07

territory housing

DRAWN	SGE\JTL	CHECKED	J.ANTOUN
DATE	OCT 2008	DATE	OCT 2008
DESIGNED		CHECKED	
DATE		DATE	
DESIGN PROJECT LEADER		PROJECT OFFICER	
DATE		DATE	

Northern Territory Government
Department of Planning and Infrastructure

TENNANT CREEK
VILLAGE AND SORRY CAMP (271)
INFRASTRUCTURE DESIGN PROJECT FOR TENNANT CREEK URBAN LIVING AREAS
CROWN LEASE PERPETUITY 01192 LOT 1004 TOWN OF TENNANT CREEK (FROM PLAN B 000314)
AND CROWN LEASE IN PERPETUITY 01113 LOT 2057 TOWN OF TENNANT CREEK (FROM PLAN S86/102A)

FILE No.	ASSET No.	SHEET No.	DRAWING No.	AMEND.	SHEET SIZE
-	-	C00.00 OF -	R08-2039	A	A1

G:\PROJECTS 2008-OPUS\N-D8004 - TENNANT CREEK URBAN LIVING\N-D8004.06 N-D8004.07 DRAWINGS\07 - VILLAGE & SORRY CAMP\N-D8004.07 - VILLAGE CAMP\N-D8004.07 - DWGS ETC\N-D8004.07-UNDERLEASE.DWG

Form 14

Land Title Act
REGISTRAR-GENERAL'S DIRECTIONS

Section 48(1)

NORTHERN TERRITORY OF AUSTRALIA

N	G	No: 472777

LODGED AT THE REGISTRAR-GENERAL'S OFFICE
ON 16/8/2001 AT 11:12:15
BY DCPE CORRECTION TO .....
FEE N/C RECEIPT DLHB

NOTICE OF A RIGHT TO A GRANT OF INTEREST

The Minister, under the *Crown Lands Act* or other Act specified below, lodges with the Registrar-General details of the means by which the right to a grant of an interest in land arose for the purposes of creating a folio in the register. (NOTE 1)

LAND (NOTE 2)

Location	Lot Description	Area	Plan
Tennant Creek	**1273**	**9180 m²**	**S74/062A**

DETAILS OF THE INTEREST (NOTE 3)

CROWN LEASE IN PERPETUITY NO. 1191

PERSON WHO POSSESSES THE RIGHT TO A GRANT (NOTE 4)

Name: **JULALIKARI HOUSING INCORPORATED**

Address: **PO BOX 158 TENNANT CREEK NT 0861**

MEANS BY WHICH THE RIGHT TO A GRANT AROSE (NOTE 5)

Section 9(1), 10(1) and 12(3) of the *Crown Lands Act*

RESERVATIONS, COVENANTS AND ENCUMBRANCES (NOTE 6)

All reservations and rights to which this grant is made by the *Crown Lands Act*

EASEMENTS (NOTE 7)

Nil

.....
Signed by PETER STEWART MCDONALD
As the delegate of the Minister (NOTE 8)
on (Date) 23 JULY 2001
In the presence of:
.....
Witness

CATHY C. GUYMER
COMMISSIONER FOR OATHS
Phone (08) 8951 5729

Registered on 17/8/2001 13:14

THE TERRITORY OF AUSTRALIA REGISTRAR GENERAL

472777

SCHEDULE OF NOTES

1. This form is lodged as an original only and must be typed or completed in biro. Alterations to information entered on the form should be crossed out (not erased or obliterated by painting over) and initialled by the parties.

2. Parcel description, location, area and plan number must be given.

3. Details of the interest ie. Estate in Fee Simple or Crown Lease number.

4. Name of person who possesses the right to the grant.

5. Insert relevant Section under the *Crown Lands Act* or other relevant legislation.

6. Here insert details or any reservations, covenants or easements.

7. Insert Easement Details.

8. Persons who may witness this document are a Commissioner for Oaths, a member of the Legislative Assembly, a legal practitioner within the meaning of the *Legal Practitioners Act*, a person holding office under the *Supreme Court Act*, the *Justices Act*, the *Local Court Act* or the *Registration Act*, a member of the Police Force, a person licensed as a conveyancing agent or real estate agent under the *Agents Licensing Act*, a Notary Public and any other person approved by the Registrar-General.

   A witness to an instrument executed by an individual must first:

   - take reasonable steps to ensure that the individual is the person entitled to sign the instrument;
   - have the individual execute the document in the presence of the witness; and
   - not be a party to the instrument.

   After signing, witnesses must legibly write, type or stamp their names and contact address or telephone number below their signature.

   For a corporation, an instrument must be executed in a way permitted by law or sealed with the corporation's seal in accordance with the *Law of Property Act*, Section 48.

   For witnessing of instruments executed outside the Northern Territory refer to Schedule 1 of the *Land Title Act* and the Registrar-General's Direction.

Viewed at 14:11:34 on 01/11/2016 by 32GPL.

DEALING LODGEMENT FORM

LANDS TITLES OFFICE
Nichols Place
GPO Box 3021
DARWIN NT 0801

CENTREPOINT BUILDING
PO Box 8043
ALICE SPRINGS
NT 0871

(A) Name and Address of Lodging Party
DLPE 21 GREGORY TCE
ALICE SPRINGS

No.	(B) Description of Instrument or Document (Please Submit in this Order.)	Registered Number	Fee
1	REPLACE LOST TITLE SPL539	472774	175
2	CHANGE OF NAME	472775	–
3	SURRENDER SPL539	472776	90 –
4	NOTICE TO GRANT CLP1191	472777	–

To lodge documents for registration

1. Complete panel (A) to (D)
2. Present documents in the sequence listed.

(C) Titles, crown leases, duplicate instruments and other documents lodged with the above dealings:

1. CERT OF INCORPORATION
2. CLP1191 / SURVEY PLAN 574/62A

(D) PLEASE INDICATE CLEARLY WHERE DOCUMENTS ARE TO BE RETURNED IN THE SPACE PROVIDED BELOW.
NOTE: Duplicate titles and instruments will be returned to the lodging party unless otherwise instructed above.

Cheque No. ..... SUB-TOTAL
Cash ..... CERTIFIED MAIL
Other ..... **TOTAL**

THIS SECTION TO BE USED FOR CUSTOMER CODE ONLY.

DLHB

DO NOT COMPLETE IF PAYING CASH.

Government Printer of the Northern Territory 36-33

LANDS PLANNING ENVIRONMENT

SOUTHERN REGION
PO BOX 1512, ALICE SPRINGS NT 0871

Telephone No.: (08) 89 515736
Facsimile No.: (08) 89 515372
ABN: 84 085 734 992

File Ref.: ACLP1191

Frank Mannix
Department of the Registrar General
GPO Box 3021
DARWIN NT 0801

Dear Frank

Please find attached:

a)	Form 85	Application to Replace Lost, Mislaid or Destroyed certificate
b)	Form 3	Application to note Change of Name
c)	Form 17	Surrender of whole of Crown Lease
d)	Form 14	Notice of a right to a Grant of Interest

Lot 1273 Udall Road Town of Tennant Creek is not subject to claim under the *Aboriginal Land Rights (NT) Act.*

If you have any queries or require additional information regarding this matter, please do not hesitate to contact me on 89515736 or e-mail elizabeth.taylor@nt.gov.au.

Yours sincerely

639/11

LIZ TAYLOR
Project Officer, Land Sales & Management

16 August 2001

Viewed at 14:11:34 on 01/11/2016 by 32GPL.

Date Registered: 17/08/2001 **Volume** 639 **Folio** 012
Duplicate Certificate as to Title issued? No

SEARCH CERTIFICATE

CROWN LEASE IN PERPETUITY 01191

Lot 1273 Town of Tennant Creek from plan(s) S 74/062A
Area under title is 9180 square metres

Owner:
Julalikari Housing Incorporated
of PO Box 158, Tennant Creek NT 0861

Registered Date	Dealing Number	Description
		Previous title is **Volume** 639 **Folio** 011
17/08/2001	472777	Notice of a Right to a Grant of Interest
End of Dealings		

Commencement Date: 17 August 2001} Expiry Date: In Perpetuity}

Reservations:

1. Reservation of a right of entry and inspection.

2. Reservation of all minerals, mineral substances and ores in or upon the land, including gems, stones, sands, valuable earths and fossil fuels.

3. Reservation of a power of resumption.

Provisions:

1. The lease will be in perpetuity.

2. The annual rent for the lease ("called the rent") will be nil

3. The lease is granted under and subject to the Crown Lands Act ("the Act") and the Regulations for the time being in force thereunder, and is conditional upon compliance by the Lessee and will, subject to the Crown Lands Act and the Regulations be liable to be determined and forfeitured for non-compliance with any such lease condition.

4. The Lessee may at any time surrender the lease in the manner prescribed under the Crown Lands Act.

5. For the purpose of section 58 of the Crown Lands Act the Lessee agrees that the Minister may at his absolute discretion determine the Lessee's rights in improvements.

Conditions and Covenants:

1. Subject to the Crown Lands Act, the Lessee will not use the leased land for a purpose other than the purpose for which it is leased, viz: Aboriginal Communal Living.

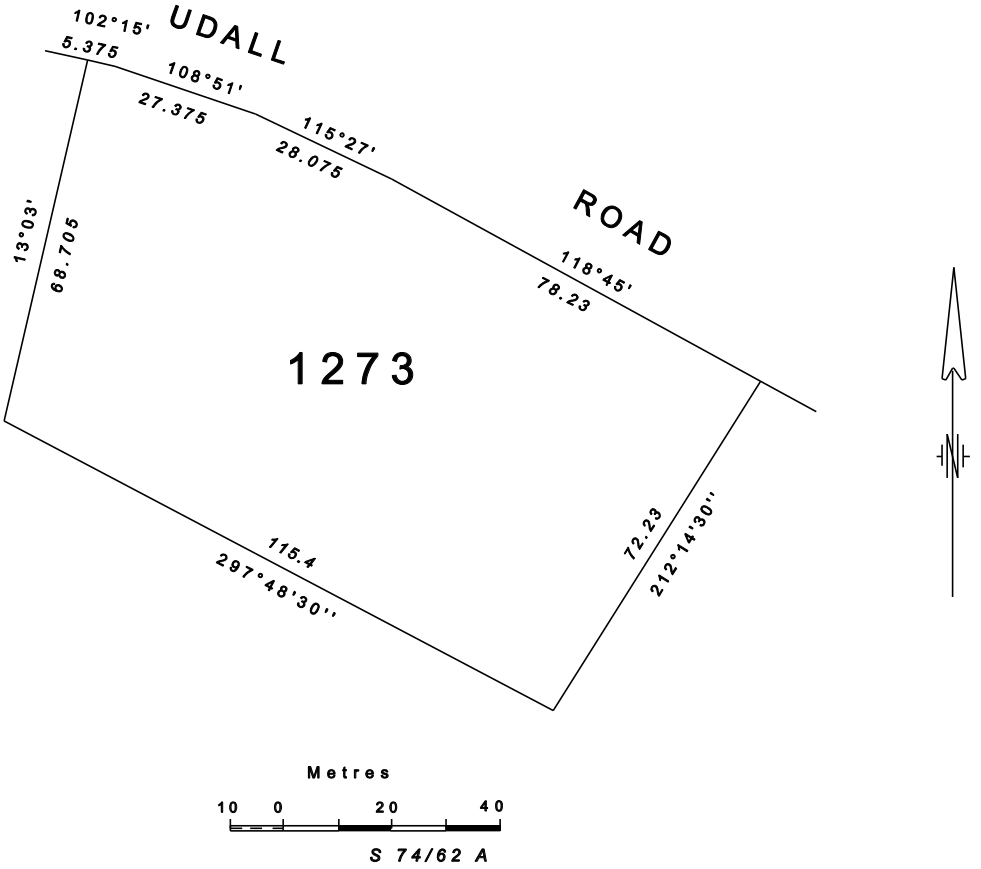
2. The Lessee will pay rates and taxes which may at any time become due in respect of the leased land.

3. The Lessee will at all times comply with any Control Plan and/or Development Permit under the Planning Act affecting the leased land.

4. The Lessee will in respect of the land included in the lease, ensure that at all times and to the satisfaction of the Minister, the land is kept clean, tidy and free of weeds, debris, dry herbage, rubbish, carcasses of animals and other unsightly or offensive poisonous, toxic or hazardous matter and harbour for insects, pests and the breeding of mosquitoes

5. If the Lessee fails to observe and carry out or cause to be observed or carried out the conditions of condition 4 above on his part, the Territory shall have the right to enter onto the demised premises and do all things necessary to that end and the expense and cost thereof, as determined by the Minister, shall be borne and payable by the Lessee on demand.

6. The Lessee will at all times maintain and repair and keep in repair all improvements on the leased land to the satisfaction of the Minister.



Date Registered: 17/08/2001 **Volume** 639 **Folio** 012
Duplicate Certificate as to Title issued? No

NORTHERN TERRITORY OF AUSTRALIA

Record of Administrative Interests and Information

Record of Administrative Interests and Information
The information contained in this record of Administrative Interests only relates to the below parcel reference.

Parcel Reference: Lot 01273 Town of Tennant Creek plan(s) S 74/062A

(See section 38 of the Land Title Act)

Note: The Record of Administrative Interests and Information is not part of the Land Register and is not guaranteed by the Northern Territory of Australia, and the NT Government accepts no Liability for any omission, misstatement or inaccuracy contained in this statement.

Registrar General

Government Land Register
(none found)

Custodian - Registrar General (+61 8 8999 6252)

Current Title
CUFT 639 012 (order 1)

Tenure Type
CROWN LEASE IN PERPETUITY 1191

Tenure Status
Current

Area Under Title
9180 square metres

Owners
Julalikari Housing Incorporated
PO Box 158, Tennant Creek NT 0861

Easements
(none found)

Scheme Name
(none found)

Scheme Body Corporate Name
(none found)

Reserved Name(s)
(none found)

Unit Entitlements
(none found)

Transfers
(none found)

Tenure Comments
(none found)

Historic Titles
CUFT 639 011 (order 1)
CUCL 191 040 (order 1)
Visit the website http://www.nt.gov.au/justice/bdm/land_title_office/

Custodian - Surveyor General (+61 8 8995 5362)

Address
29 UDALL RD, TENNANT CREEK

Survey Plan
S 74/062A

Survey Status
Approved

Parcel Status
CURRENT

Parcel Area
9180 square metres

Map Reference
Code 730 Scale 2500 Sheet 22.32

Parent Parcels
(none found)

Parcel Comments
SUBD OF LOTS 1212 & 1213. WARRAMUNGA PABULU HOUSING ASSOCIATION VID E S74/62/94. S2008/31 LOTS 2368(A) TO 2375(A) S2008/30 LOTS 2328(A) TO 2367(A) SEE S2008/29 LOTS 2298(A) TO 2327(A)ALLOCATION OF ADMIN PARCELS AT MUNJI MARIA TOWN CAMP LOT 1273 TENNANT CREEK

Survey Comments
(none found)

Proposed Easements
(none found)

Municipality
BARKLY SHIRE

Region
BARKLY

Custodian - Valuer General (+61 8 8943 9193)

Owner's Last Known Address
Department of Housing, PROPERTY RATES OFFICER, GPO BOX 4621, DARWIN NT 0801

Parcels in Valuation
Lot 01273 Town of Tennant Creek

Unimproved Capital Value

$91,000 on 01/07/2015
$91,000 on 01/07/2012
$70,000 on 01/07/2010
$24,000 on 01/07/2004
$28,250 on 01/07/2001
$28,250 on 01/07/1998
$25,000 on 01/07/1995
$24,750 on 01/07/1992
$24,750 on 01/01/1990
$18,750 on 01/01/1987
$17,000 on 01/01/1984
$2,000 on 01/01/1981

Valuation Improvements

01/02/1996 House x 5
15/09/1988 Residential other
01/11/1983 Special uses other
Improvement type(ABOR EING)

Custodian - Property Purchasing (+61 8 8999 6631)

Acquisitions

(none found)

Custodian - Building Advisory Service (+61 8 8999 8965)

Building Control Areas

BBTEN001 - Building Control Area	TENNANT CREEK BUILDING AREA

Building Permits

Application Number:	5 of 7
Description:	DWELLING (HOUSE 4)
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	144 square metres
Certification:	Single Dwelling - Full Code - *issued on* 15/12/1998

Application Number:	1 of 7
Description:	HOUSE
Number of Residental Units:	0
Australian Bureau of Statistics Type:	(none found)
Building Class:	House
Area:	177 square metres
Certification:	House - Full Code - *issued on* 26/05/1988

Visit the website http://www.nt.gov.au/building/

Custodian - Town Planning and Development Assessment Services (+61 8 8999 6046)

Planning Scheme Zone
CL (Community Living)

Interim Development Control Orders
(none found)

Planning Notes
(none found)

Planning Applications
(none found)

Custodian - Power and Water Corporation (1800 245 092)

Meters on Parcel

Power Water - Electricity	1
Power Water - Water	1

For Account balances, contact the Power and Water Corporation.

Custodian - Pool Fencing Unit (+61 8 8924 3641)

Swimming Pool/Spa Status
(none found)

For more information, contact the Pool Fencing Unit (+61 8 8924 3641).

Custodian - Mines and Energy (+61 8 8999 5322)

For information on possible Exploration Licences, contact Mines & Energy or visit the website http://www.nt.gov.au/d/Minerals_Energy/

For information on possible Petroleum Titles, contact Mines & Energy for further details.

Custodian - NT Environment Protection Authority (+61 8 8924 4218)

Results of site contamination assessment
(none found)

For further information contact Environment Protection Authority or visit the website https://ntepa.nt.gov.au/waste-pollution/contaminated-land

Custodian - Heritage Branch (+61 8 8999 5039)

Heritage Listing:
(none found)

For further information on heritage places contact Heritage Branch or visit the website http://www.dlpe.nt.gov.au/heritage

Other Interests
For Account balances, contact Barkly Shire Council


N
2093
UDALL ROAD
1211
1273
1208
1214
1272
1207
663

Dump Camp

Form 32

Section 65

Land Title Act
REGISTRAR-GENERAL'S DIRECTIONS

NORTHERN TERRITORY OF AUSTRALIA

U	**L**	**No:**
S	**L**	**No:**

Kara Masters
Executive Assistant

IMPORTANT NOTICE

Please Note Privacy Statement Overleaf

Commissioner of Taxes use only (NOTE 1)

SUBLEASE

The owner of the lease subleases to the tenant the estate and interest in the land described and the tenant accepts this sublease of the land for the term and at the rent stipulated and subject to the covenants and conditions contained below or on the back of this document and acknowledges the amount payable or other consideration for the lease. (NOTES 2 – 3)

ESTATE AND INTEREST

Lease being subleased: Each Lease listed in the right hand column of Item 1, Part A of Schedule 1
Number:

(NOTE 4)

Register	Volume	Folio	Location	Lot Description	Plan	Unit
CT	501	041	Town of Tennant Creek	2051	S86/060	
CT	312	089	Town of Tennant Creek	2055	S86/102B	
CT	639	012	Town of Tennant Creek	1273	S74/062A	
CT	639	014	Town of Tennant Creek	1004	B000314	
CT	371	160	Town of Tennant Creek	2065	S88/37	
CT	311	019	Town of Tennant Creek	2057	S86/102A	
CT	371	161	Town of Tennant Creek	2066	S88/37	
CT	629	846	Town of Tennant Creek	1271	S80/190	

(NOTE 5)

INTEREST BEING SUBLEASED: The whole of the land. (NOTE 6)

MARKET RENT UNDER THE SUB-LEASE: GST AMOUNT (NOTE 7)

OTHER CONSIDERATION (Include Nil or Nominal Rent): $1 GST AMOUNT $0.09

OWNER OF THE LEASE: Julalikari Housing Incorporated (NOTE 8)

TENANT: Chief Executive Officer (Housing), 1 Briggs Street, Darwin NT 0800 (NOTE 9)

TENANCY: Joint Tenants/Tenants in Common (Shareholding) (NOTE 10)

TERM OF SUBLEASE

Commencing:	Expiring:	Right of Renewal:
___/___2008	___/___2028	Yes

(NOTE 11)

Registered on ..... At .....

CONSENTS (NOTE 12)

The Common Seal of Julalikari Housing Incorporated was affixed hereto this 20th day of October 2008 in our presence pursuant to a resolution of the Council passed on the 20th day of October 2008

JULALIKARI HOUSING INCORPORATED COMMON SEAL NT 223

Geoffrey Shannon x Geoffrey Shannon
Council Member: (Full name)

x GINA MAREE SMITH
Council Member: (Full name)

SIGNED by Chief Executive Officer (Housing)
on (Date) 27 OCT 2008
In the presence of:
Kara Maclean
Qualified Witness:
Kara Maclean
Executive Assistant

(NOTE 13)

CONSENT OF INTEREST HOLDERS

Instrument type: .....

Instrument No: .....

Name of Parties: .....

.....

I the registered proprietor of the interest shown above consent to the registration of this instrument.

Signed: .....

(Date): .....
In the presence of:

.....

Name of Qualified Witness: .....

Address or Telephone No.: .....

Instrument type: .....

Instrument No: .....

Name of Parties: .....

.....

I the registered proprietor of the interest shown above consent to the registration of this instrument.

Signed: .....

(Date): .....
In the presence of:

.....

Name of Qualified Witness: .....

Address or Telephone No.: .....

COVENANTS

It is hereby covenanted by and between the owner of lease and the tenant as follows;

☐ To comply with the provisions contained in Memorandum of Common Provisions recorded in the Register as LTO No.
☑ The conditions and covenants implied by Sections 117 & 119 *Law of Property Act* shall not apply. (delete one)
☑ To comply with the provisions annexed to this lease.

PRIVACY STATEMENT – LAND REGISTER FORMS

The Registrar-General's Office is authorised by the *Land Title Act* to collect the information on this form for the establishment and maintenance of the Land Register, which is made available for search by any person, anywhere, including through the Internet, upon payment of a fee. The information is regularly provided to other NT Government agencies, the Australian Valuation Office, local governments, the Australian Bureau of Statistics, the Australian Taxation Office or other Commonwealth Agencies as required or authorised by law, and some private sector organisations for conveyancing, local government, valuation, statistical, administrative and other purposes. The Department of Planning and Infrastructure also uses the information to prepare and sell or licence property sales reports to commercial organisations concerned with the development, sale or marketing of property.

Failure to provide the information in full or in part may prevent your application or transaction being completed.

Your personal information provided on this form can be subsequently accessed by you on request. If you have any queries please contact the Deputy Registrar-General on 8999 5318.

Sublease

Tennant Creek Community Living Areas

Chief Executive Officer (Housing) (**Territory Housing**)

Julalikari Housing Incorporated (**JHI**)

MinterEllison

LAWYERS

LEVEL 4, 66 SMITH STREET, DARWIN NT 0800
TEL: +61 8 8901 5900 FAX: +61 8 8901 5901
www.minterellison.com

Sublease

Details	**4**
1. Defined terms & interpretation	**5**
2. Grant of Sublease	**6**
3. Consent	**6**
4. Assignment	**7**
5. Options	**7**
6. Rates, charges and taxes	**7**
7. Utility charges	**8**
8. Compliance with Headleases	**8**
9. Maintenance and transfer of ownership of Improvements	**8**
10. Services	**8**
11. Construction of Infrastructure and Services	**9**
12. Residential housing purchases	**9**
13. Use of Premises	**9**
14. Quiet enjoyment	**9**
15. Termination	**9**
16. Change of Definition of 'Premises'	**10**
17. Underlease	**11**
18. Dispute resolution	**11**
19. Holding over	**11**
20. Costs of Sublease	**11**
21. Notices and other communications	**12**

22. Goods and Services Tax 12

23. Miscellaneous 13

Schedule 1 - Sublease Particulars 14

Signing page 17

Annexure A: Underlease

Details

Date

2008

Parties

Name	**Chief Executive Officer (Housing)**
Short form name	**Territory Housing**
Notice details	1 Briggs Street, Darwin NT 0800 Facsimile: 08 8999 98488 Attention: General Manager

Name	**Julalikari Housing Incorporated**
Short form name	**JHI**
Notice details	PO Box 158, Tennant Creek , NT 0861 Facsimile: 08 8962 3236 Attention: General Manager

Background

A Pursuant to the Headleases referred to in Part A of Item 1, the NTA granted leases of the Premises to JHI.

B Pursuant to a separate headlease referred to in Part B of Item 1, the NTA granted a lease of certain other land to JCAC.

C JHI wishes to grant a sublease of the Premises to Territory Housing, and Territory Housing wishes to accept the grant of a sublease of the Premises, on the terms of this Sublease.

D Territory Housing wishes to grant a lease of the Underlease Areas to JCAC, and JCAC wishes to accept the grant of a lease of the Underlease Areas, on the terms of the Underlease.

E JHI consents to Territory Housing granting to JCAC an underlease of the Underlease Areas.

F The consent of the Minister administering the *Crown Lands Act* is required pursuant to section 47 of the *Crown Lands Act* in order for JHI to grant to Territory Housing this Sublease.

G The consent of the Minister administering the *Special Purpose Leases Act* is required pursuant to section 6 of the *Special Purpose Leases Act* in order for JHI to grant to Territory Housing this Sublease.

H The consent of the Minister administering the *Associations Act* is required pursuant to section 110 of the *Association Act* in order for JHI to transfer its ownership of the Prescribed Property to Territory Housing.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this Sublease:

Aboriginal has the meaning given in the Act;

Act means the *Aboriginal Land Rights (Northern Territory) Act 1976 (Cth)*;

Authority Certificate has the meaning given to it in the *Northern Territory Aboriginal Sacred Sites Act;*

Business Day means a day that is not a Saturday, Sunday or public holiday in the Northern Territory;

Business Hours means from 9.00am to 5.00pm on a Business Day;

Commencement Date means the date specified in Item 2;

Controlled means the same as in the *Corporations Act 2001 (Cth);*

First Option Period means the period specified in Item 4;

Headlease means each of the leases set out in the middle column of Part A Item 1;

Improvement includes buildings, structures, fixtures, fittings, plant, equipment and material or articles which are erected on or attached to the Premises (including without limitation houses, fences, streetlights, power poles) but does not include Services;

Initial Term means the period specified in Item 3;

JCAC means Julalikari Council Aboriginal Corporation ABN 52 109 391 552 incorporated under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cth)*;

Northern Territory Entity means the Northern Territory of Australia, a statutory authority or government owned corporation of, or entity controlled by, the Northern Territory of Australia, or a body corporate established under an Act of the Northern Territory of Australia;

NTA means the Northern Territory of Australia;

Permitted Use means the uses specified in Item 5;

Premises means, subject to clause 16, the premises described in the right-hand column of Part A of Item 1 and includes the Improvements and Services in and on the Premises;

Remote Public Housing Management Framework means the document prepared by Territory Housing called 'Remote Public Housing Management Framework' as amended or replaced from time to time.

Rent means $1.00 if demanded;

Residential Tenancy Agreement has the meaning given to a 'tenancy agreement' in the *Residential Tenancies Act* (NT), and which relates to all parts of the Premises, excluding all parts of the Underlease Areas and for the avoidance of doubt, include such tenancy agreements that are prescribed by section 19(4) of the *Residential Tenancies Act* (NT),

Sacred Sites has the meaning given in the *Northern Territory Aboriginal Sacred Sites Act;*

Second Option Period means the period specified in Item 4;

Services includes:

(a) all utilities and services on or connected to the Premises including water, gas, electricity, lighting, sanitation, drainage, stormwater, computer services, communication and telecommunication systems, oil and any other source or type of energy and fuel and includes all wires, cables, pipes ducts and conduits, tanks, electrical and mechanical plant and all other ancillary or associated parts and accessories; and

(b) all roads and footpaths on the Premises;

Term means the Initial Term, the First Option Period and the Second Option Period, unless this Sublease is earlier terminated;

Underleases means the two leases granted by Territory Housing to JCAC under clause 176 of the sublease, as attached at Annexure A; and

Underlease Areas means the areas which are underleased to JCAC in the Underleases.

1.2 Interpretation

In this Sublease, unless a contrary intention appears:

(a) a reference to an Item is a reference to an Item in Schedule 1;

(b) a reference to a Schedule is a reference to a Schedule to this Sublease;

(c) words in the singular include the plural and vice versa;

(d) words importing one gender include each of the other genders; and

(e) a reference to a party includes its successors in title.

2. Grant of Sublease

In consideration of the Rent and Territory Housing's covenants, JHI subleases to Territory Housing the Premises for the Permitted Use for the Term.

3. Consent

(a) This Sublease is conditional upon the Minister administering:

(i) the *Crown Lands Act* providing his or her consent pursuant to section 47 of the *Crown Lands Act*;

(ii) the *Special Purposes Leases Act* providing his or her consent pursuant to section 6 of the *Special Purposes Leases Act*; and

(iii) the *Associations Act* providing his or her consent pursuant to section 110 of the *Associations Act*.

(b) The parties agree that:

(i) each party must use its reasonable endeavours to obtain the consents required under clause 3(a); and

(ii) if those consents are not obtained by 31 December 2008, either party may terminate this Sublease by giving written notice to the other party.

4. Assignment

(a) For the purpose of clause 4(b), the Premises includes the premises that is described in the right-hand column of Part B of Item 1.

(b) JHI assigns to Territory Housing of all of its right title and interest in each Residential Tenancy Agreement that is in existence at the commencement of this Sublease, including JHI's rights and powers under each Residential Tenancy Agreement.

(c) JHI agrees to:

(i) provide notice of the assignment referred to in clause 4(b) to every tenant with an existing Residential Tenancy Agreement;

(ii) ensure that the notice requirement under clause 4(c)(i) is provided in accordance with section 182 of the *Law of Property Act*; and

(iii) use its best endeavours to assist Territory Housing to ensure that all existing Residential Tenancy Agreements are replaced by a tenancy agreement that it is consistent with the Remote Public Housing Management Framework.

(d) JHI consents to Territory Housing:

(i) transferring, subletting or assigning this Sublease to a Northern Territory Entity;

(ii) tenanting, subletting or underleasing the Premises or part of the Premises in accordance with the Permitted Use; and

(iii) granting easements, licences, subleases, transfers or rights of access in relation to the Premises as and in the manner requested by Territory Housing from time to time.

(e) Nothing in clause 4(d) shall be taken to mean that JHI provides its consent to Territory Housing in respect of granting licences, subleases, transfers and rights of access in relation to the Premises beyond the Term without the consent of JHI.

5. Options

(a) At the expiry of the Initial Term or the First Option Period (as the case may be), this Sublease will automatically be renewed for the First Option Period or the Second Option Period (as the case may be) unless Territory Housing has, at least three months prior to the expiry of the Initial Term or the First Option Period (as the case may be), given notice to JHI that this Sublease will not be renewed from that date.

(b) During the First Option Period and the Second Option Period, the terms of this Sublease shall remain the same as during the Initial Term.

(c) For the sake of certainty it is acknowledged that Territory Housing does not have any legal right to an extension of this Sublease beyond the expiry of the Second Option Period, however if requested by Territory Housing, JHI agrees to negotiate in good faith to extend this Sublease after that date.

6. Rates, charges and taxes

(a) Territory Housing must pay all rates, charges and taxes in respect of the Premises and any building located upon the Premises.

(b) JHI must promptly forward any notices in respect of rates, charges or taxes in relation to the Premises to Territory Housing.

(c) Nothing in clause 6(a) prevents Territory Housing from recovering rates, charges and taxes from any underlessee or licensee, including JCAC pursuant to the Underlease.

7. Utility charges

(a) Territory Housing must pay for all electricity, water and gas consumed or used by Territory Housing on the Premises.

(b) Nothing in clause 7(a) prevents Territory Housing from passing liability for the consumption of electricity, water or gas to an underlessee or licensee, including JCAC pursuant to the Underlease.

8. Compliance with Headleases

All of JHI's covenants and obligations contained in each Headlease are incorporated and deemed to be incorporated mutatis mutandis into this Sublease as if they were specifically set out in this Sublease, and Territory Housing agrees with JHI in relation to the Premises in and on the same terms conditions and covenants as JHI as lessee has covenanted and agreed with the NTA as lessor.

9. Maintenance and transfer of ownership of Improvements

(a) The parties acknowledge and agree that:

(i) ownership of all Improvements existing on the Premises at the Commencement Date will be transferred to Territory Housing;

(ii) all Improvements constructed on the Premises during the Term are the property of Territory Housing;

(iii) Territory Housing is responsible for repairs and maintenance of Improvements on the Premises during the Term;

(iv) Territory Housing must maintain public housing on the Premises in accordance with the Remote Public Housing Management Framework; and

(v) upon expiration of the Term Territory Housing's interest in the Improvements will be transferred to JHI (and for the sake of certainty this includes Improvements transferred to Territory Housing under clause 9(a)(i), and all Improvements constructed under clause 9(a)(ii)).

(b) JHI warrants that it has not entered into any agreement with a tenant of any dwelling on the Premises which confer on the tenant a right to purchase the dwelling.

10. Services

(a) The parties acknowledge that the Services may be owned by one or more of JHI, Territory Housing, Power and Water Corporation, the Northern Territory of Australia, the Commonwealth of Australia, or other third parties.

(b) JHI agrees it will use its best endeavours to assist Territory Housing to negotiate and secure an agreement with such persons relating to the Services, as each party considers appropriate.

11. Construction of Infrastructure and Services

(a) JHI acknowledges that Territory Housing may construct, demolish, upgrade, extend, refurbish, landscape or do any other act or thing in relation to all Improvements and Services on the Premises, and in relation to the Premises generally.

(b) Prior to carrying out any construction work outside the existing footprint of a house or other structure on the Premises, Territory Housing must:

(i) obtain from the Aboriginal Areas Protection Authority an Authority Certificate in relation to any Sacred Sites on that part of the Premises, including, if there are any Sacred Sites, specific advice as to the footprint of any Sacred Site which must remain undisturbed by any such construction work; and

(ii) inform all of its employees, invitees, agents, contractors, sub-contractors, operators and other persons acting directly or indirectly with the authority of Territory Housing and engaged in any work on the Premises, of the existence of any of Sacred Sites and of the obligation to avoid and prevent any harm or disturbance to them.

12. Residential housing purchases

(a) Territory Housing and JHI will develop guidelines to enable local Aboriginals to acquire a long-term secure tenure in respect of individual houses and related land area (**Home Ownership Area**) located on the Premises.

(b) It is intended that:

(i) the Home Ownership Area will be excised from this Sublease and a new sublease (Long Term Sublease) of the Home Ownership Area be granted directly by JHI to that local Aboriginal; and

(ii) this Sublease will not apply to that Home Ownership Area following the excision.

13. Use of Premises

Territory Housing must:

(a) not use the Premises for any purpose other than the Permitted Use without the written consent of JHI; and

(b) provide public housing on the Premises.

14. Quiet enjoyment

JHI covenants with Territory Housing that Territory Housing may peaceably hold and enjoy the Premises during the Term without any interruption or disturbance from JHI or any person lawfully claiming through or under JHI.

15. Termination

(a) JHI:

(i) acknowledges and agrees that, with the exception of a breach set out in clause 15(b), damages is an adequate remedy for any breach of this Sublease by Territory Housing;

(ii) waives any rights it may have whether under this Sublease, at law, in equity or otherwise, to terminate this Sublease due to a breach of this Sublease by Territory Housing; and

(iii) to the extent that the waiver in clause 15(a)(ii) is not binding, covenants with Territory Housing that, with the exception of a breach set out in clause 15(b), it will not exercise any rights to terminate this Sublease due to a breach of this Sublease by Territory Housing.

(b) The parties agree that:

(i) the obligations on Territory Housing in clause 13 are fundamental terms of this Sublease; and

(ii) clauses 15(a)(ii) and 15(a)(iii) do not apply to a breach by Territory Housing of clause 13.

(c) JHI may not commence any action or do any act to terminate this Sublease for a breach of clause 13 unless:

(i) it provides to Territory Housing written notice detailing the alleged breach; and

(ii) Territory Housing does not remedy the breach within six months of receipt of that notice.

(d) If Crown Lease Term 01142 and Special Purpose Lease 0540 are consolidated to create a new Crown Lease in Perpetuity, the parties must do all things necessary to ensure that the rights granted to Territory Housing under this Sublease continue under the new Crown Lease in Perpetuity.

16. Change of Definition of 'Premises'

(a) If the Special Purpose Lease referred to in Paragraph 8 of Item 1 **(SPL 0540)** terminates after execution of this Sublease but prior to the consents required under clause 3(a) being obtained, then:

(i) Item 1 is amended by deleting the reference to SPL 0540;

(ii) if a Crown Lease in Perpetuity is granted to JHI in respect of the land formerly the subject of SPL 0540, the definition of 'Premises' is amended by inserting that new Crown Lease in Perpetuity into Item 1; and

(iii) if SPL 0540 and Crown Lease Term 01142 **(CLT 01142)** are both terminated, and a single Crown Lease in Perpetuity is granted to JHI in respect of the land formerly the subject of SPL 0540 and CLT 01142, the definition of 'Premises' is amended by inserting that new Crown Lease in Perpetuity into Item 1.

(b) Without limiting clause 23(b), if any of the Headleases, or the headlease set out in the middle column of Part B Item 1, terminates during the Term, then:

(i) Item 1 is amended by deleting the reference to that Headlease;

(ii) that part of the Premises relating to that Headlease is excised from the Premises;

(iii) that excision has no effect on the remaining parts of the Premises;

(iv) the parties must do all things necessary, including varying this Sublease and signing any other documents, to reflect that this Sublease continues in respect of the remaining parts of the Premises; and

(v) if a new Crown Lease in Perpetuity is granted to JHI in respect of the land formerly the subject of that Headlease, the definition of 'Premises' is amended by inserting that new Crown Lease in Perpetuity into Item 1.

17. Underlease

(a) This Sublease is conditional upon Territory Housing and JCAC executing the Underleases as required under clause 16(b) of the sublease between Territory Housing and JCAC.

(b) JHI consents to Territory Housing granting to JCAC an underlease of the Underlease Areas.

18. Dispute resolution

(a) The parties agree that a dispute arising under this Sublease will be dealt with as follows:

(i) the party claiming that there is a dispute will give the other party a notice setting out the nature of the dispute;

(ii) within 7 Business Days after receipt of that notice each party will seek to negotiate a resolution, with the representatives of each party being the people with day-to-day responsibility of the relevant issue;

(iii) failing settlement within 14 Business Days, CEO of Territory Housing and the General Manager of JHI will try to settle the dispute by direct negotiation between them;

(iv) failing settlement within a further 14 Business Days, the parties may agree to refer the dispute to mediation;

(v) the parties will cooperate fully with any process instigated under this clause in order to achieve a speedy resolution; and

(vi) if a resolution is not reached through mediation within a further 28 Business Days, either party may commence legal proceedings or exercise any other rights it may have under or in respect of this Sublease.

(b) Each party will bear its own costs of complying with this clause 18, and the parties must bear equally the cost of any third person engaged under clause 18(a)(iv).

(c) This clause 18 does not apply to legal proceedings by either party seeking urgent interlocutory relief.

19. Holding over

Where Territory Housing continues in occupation of the Premises after the expiration of the Term without any demand for possession having been made by JHI, Territory Housing is deemed to be holding the Premises under a yearly tenancy determinable at any time upon six month's notice (which notice may expire at any time) being given by either party to the other, at the same Rent and upon and subject to the same terms as are contained in this Sublease so far as they can be applied to a yearly tenancy.

20. Costs of Sublease

(a) Each party must each bear their own costs of and incidental to the negotiation, settlement, preparation and execution of this Sublease.

(b) Territory Housing will pay any costs associated with stamp duty, registration, planning approval and all other necessary consents and survey in respect of or in connection with this Sublease.

21. Notices and other communications

21.1 Service of notices

A notice, demand, consent, approval or communication under this agreement (**Notice**) must be:

(a) in writing, in English and signed by a person duly authorised by the sender; and

(b) hand delivered or sent by prepaid post or facsimile to the recipient's address for Notices specified in the Details, as varied by any Notice given by the recipient to the sender.

21.2 Effective on receipt

A Notice given in accordance with clause 21.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

(a) if hand delivered, on delivery;

(b) if sent by prepaid post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia);

(c) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the entire Notice unless, within eight Business Hours after the transmission, the recipient informs the sender that it has not received the entire Notice,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

22. Goods and Services Tax

(a) For the purposes of this clause:

(i) GST Act means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and

(ii) adjustment event, adjustment note, GST, input tax credit and taxable supply have the meanings given to those terms in the GST Act.

(b) Unless otherwise stated, all amounts payable by one party to the other party under this Sublease are exclusive of GST.

(c) A recipient of a taxable supply made under this Sublease must pay to the supplier an amount equivalent to any GST paid or payable by the supplier in respect of the taxable supply, subject to the supplier issuing a valid tax invoice in accordance with the GST Act to the recipient.

(d) A party's obligation to reimburse the other party for an amount paid or payable to a third party includes GST on the amount paid or payable to the third party, except to the extent that the party being reimbursed is entitled to claim an input tax credit for that GST.

(e) Each party must issue an adjustment note to the other party as soon as it becomes aware of an adjustment event relating to a taxable supply by it under this Sublease.

23. Miscellaneous

(a) This Sublease may be executed by the parties in any number of counterparts and all counterparts taken together will constitute one instrument.

(b) Any term of this Sublease which is not applicable to the Premises or which is repugnant to the general interpretation of this Sublease or which is invalid unlawful void or unenforceable shall be capable of severance without affecting any of the other terms of this Sublease.

(c) If this Sublease is unable to be registered for any reason, if necessary, the parties must do all things including signing new documents, subleases and underleases to enable a sublease to be registered over the Premises. This includes, if necessary, splitting the various areas contained in this Sublease into separate subleases and underleases.

(d) JHI consents to Territory Housing completing or amending any Land Title Office panel form which may be required to register this Sublease, or any amendment to this Sublease contemplated in this Sublease, from time to time. JHI agrees to sign such documents as may be necessary to achieve this.

(e) This Sublease shall not create any relationship between JHI and Territory Housing other than the relationship of sublessor and sublessee.

Schedule 1 - Sublease Particulars

1.	**Premises**	Headlease	Premises
		Part A	
		1. Crown Lease in Perpetuity 01103	1. Lot 2051 Town of Tennant Creek from plan S 86/060 (Kargaru)
		2. Crown Lease in Perpetuity 01114	2. Lot 2055 Town of Tennant Creek from plan S 86/102B (Marla Marla)
		3. Crown Lease in Perpetuity 01191	3. Lot 1273 Town of Tennant Creek from plan S 74/062A (Munji-Marla)
		4. Crown Lease in Perpetuity 01192	4. Lot 1004 Town of Tennant Creek from plan B 000314 (The Village)
		5. Crown Lease in Perpetuity 01122	5. Lot 2065 Town of Tennant Creek from plan S 88/37 (Tinkarli)
		6. Crown Lease in Perpetuity 01113	6. Lot 2057 Town of Tennant Creek from plan S 86/102A (Village Camp)
		7. Crown Lease in Perpetuity 01123	7. Lot 2066 Town of Tennant Creek from plan S 88/37 (Wuppa)
		8. Special Purpose Lease 0540	8. Lot 1271 Town of Tennant Creek from plan S 80/190 (Ngalpa Ngalpa)
		* The Headlease and Premises with corresponding numbers are the same parcel of land.	
		Part B	
		9. Crown Lease Term 01142	9. Lot 2125 Town of Tennant Creek from plan S96/271
2.	**Commencement Date**	The day on which both Ministers provide their consent under clause 3 (a)(i) and (ii) of this Sublease.	
3.	**Term of Sublease**	20 years commencing on the Commencement Date	
4.	**Option Periods**	First Option Period is 20 years Second Option Period is 20 years.	

5.	**Permitted Use**	Territory Housing must only use, and permit the use of, the Premises for any use consistent with the purpose of the Headlease.

Signing page

EXECUTED as an agreement.

Signed by **Chief Executive Officer (Housing)** in the presence of

Kara Maclean.

Signature of witness

Kara Maclean
Executive Assistant

Name of witness (print)

Signature of Chief Executive Officer (Housing)

D.J. Ritchie
Chief Executive

Name of Chief Executive Officer (Housing) (print)

The Common Seal of **Julalikari Housing Incorporated** was affixed hereto this 20 day of October 2008 in our presence pursuant to a resolution of the Council passed on the 20 day of ~~20th~~ October 2008

JULALIKARI HOUSING INCORPORATED
COMMON SEAL

Geoffrey Shannon

Council Member Geoffrey Shannon

Name of Council Member

Council Member

GINA MAREE SMITH

Name of Council Member

Annexure A

Underlease

Form 32

Section 65

Land Title Act
REGISTRAR-GENERAL'S DIRECTIONS

NORTHERN TERRITORY OF AUSTRALIA

U	**L**	**No:**
S	**L**	**No:**

IMPORTANT NOTICE

Please Note Privacy Statement Overleaf

Commissioner of Taxes use only (NOTE 1)

SUBLEASE

The owner of the lease subleases to the tenant the estate and interest in the land described and the tenant accepts this sublease of the land for the term and at the rent stipulated and subject to the covenants and conditions contained below or on the back of this document and acknowledges the amount payable or other consideration for the lease. (NOTES 2 – 3)

ESTATE AND INTEREST

Lease being subleased: Number: Each Lease listed in the right hand column of Item 1 of Schedule 1, except Special Purpose Lease 0540, Lot 1271 Town of Tenant Creek from plan S80/190, Crown Lease in Perpetuity Term 1114, Lot 1273 Town of Tennant Creek from Plan S74/062A and Crown Lease in Perpetuity Term 1192, Lot 1004 Town of Tennant Creek from Plan B000314.. (NOTE 4)

Register	Volume	Folio	Location	Lot Description	Plan	Unit
CT	501	041	Town of Tennant Creek	2051	S86/060	
CT	312	089	Town of Tennant Creek	2055	S86/102B	
CT	371	160	Town of Tennant Creek	2065	S88/37	
CT	371	161	Town of Tennant Creek	2066	S88/37	
CT	728	827	Town of Tennant Creek	2125	S96/271	
CT	311	019	Town of Tennant Creek	2057	S 86/102A	

(NOTE 5)

INTEREST BEING SUBLEASED: Part of the Lots being Administrative Lot Numbers: 2267(A), 2275(A), 2283(A), 2303 (A), 2630 (A), 2414 (A), 2417 (A), 2249(A), 2209 (A), 2418(A), 2191 (A) and 2227(A) as shaded in red on the plan attached at Annexure A. (NOTE 6)

MARKET RENT UNDER THE SUB-LEASE		GST AMOUNT	(NOTE 7)
OTHER CONSIDERATION (Include Nil or Nominal Rent)	$1	GST AMOUNT $0.09	

OWNER OF THE LEASE: Chief Executive Officer (Housing) (NOTE 8)

TENANT: Julalikari Council Aboriginal Corporation, PO Box 158, Tennant Creek NT 0861 (NOTE 9)

TENANCY: Joint Tenants/Tenants in Common (Shareholding) (NOTE 10)

TERM OF SUBLEASE

Commencing:	Expiring:	Right of Renewal:
___/___/2008	___/___/2018	No

(NOTE 11)

Registered on ..... At .....

CONSENTS

(NOTE 12)

The Common Seal of Julalikari Council Aboriginal Corporation was affixed hereto this day of October 2008 in our presence pursuant to a resolution of the Council passed on the day of 2008

.....
Council Member: (Full name)

.....
Council Member: (Full name)

.....
SIGNED by Chief Executive Officer (Housing)

on (Date) .....

In the presence of:

.....
Qualified Witness:

.....

.....

(NOTE 13)

CONSENT OF INTEREST HOLDERS

Instrument type: .....

Instrument No: .....

Name of Parties: .....

.....
I the registered proprietor of the interest shown above consent to the registration of this instrument.

Signed: .....

(Date): .....
In the presence of:

.....

Name of Qualified Witness: .....

Address or Telephone No.: .....

Instrument type: .....

Instrument No: .....

Name of Parties: .....

.....
I the registered proprietor of the interest shown above consent to the registration of this instrument.

Signed: .....

(Date): .....
In the presence of:

.....

Name of Qualified Witness: .....

Address or Telephone No.: .....

COVENANTS

It is hereby covenanted by and between the owner of lease and the tenant as follows;

☐ To comply with the provisions contained in Memorandum of Common Provisions recorded in the Register as LTO No.

☑ The conditions and covenants implied by Sections 117 & 119 *Law of Property Act* shall not apply. (delete one)

☑ To comply with the provisions annexed to this lease.

PRIVACY STATEMENT – LAND REGISTER FORMS

The Registrar-General's Office is authorised by the *Land Title Act* to collect the information on this form for the establishment and maintenance of the Land Register, which is made available for search by any person, anywhere, including through the Internet, upon payment of a fee. The information is regularly provided to other NT Government agencies, the Australian Valuation Office, local governments, the Australian Bureau of Statistics, the Australian Taxation Office or other Commonwealth Agencies as required or authorised by law, and some private sector organisations for conveyancing, local government, valuation, statistical, administrative and other purposes. The Department of Planning and Infrastructure also uses the information to prepare and sell or licence property sales reports to commercial organisations concerned with the development, sale or marketing of property.

Failure to provide the information in full or in part may prevent your application or transaction being completed.

Your personal information provided on this form can be subsequently accessed by you on request. If you have any queries please contact the Deputy Registrar-General on 8999 5318.

CL Underlease

Tennant Creek Community Living Areas

Chief Executive Officer (Housing) (**Territory Housing**)

Julalikari Council Aboriginal Corporation (**JCAC**)

MinterEllison

LAWYERS

LEVEL 4, 66 SMITH STREET, DARWIN NT 0800
TEL: +61 8 8901 5900 FAX: +61 8 8901 5901
www.minterellison.com

Underlease

Details		3
1.	Defined terms & interpretation	4
2.	Grant of Underlease	5
3.	Conditions	5
4.	Renewal	5
5.	Rates, charges and taxes	6
6.	Utility charges	6
7.	Compliance with Headleases	6
8.	Repairs and maintenance	6
9.	Use of CL Underlease Area	7
10.	Quiet enjoyment	7
11.	Breach	7
12.	Termination	7
13.	Change of Definition of 'Premises' and 'CL Underlease Areas'	8
14.	Dispute resolution	8
15.	Holding over	9
16.	Costs of CL Underlease	9
17.	Notices and other communications	9
18.	Goods and Services Tax	10
19.	Miscellaneous	10
Schedule 1 - CL Underlease Particulars		11
Signing page		12
Annexure A: Map of Underlease Areas		

Details

Date

2008

Parties

Name	**Chief Executive Officer (Housing)**
Short form name	**Territory Housing**
Notice details	1 Briggs Street, Darwin NT 0800 Facsimile: 08 8999 98488 Attention: General Manager

Name	**Julalikari Council Aboriginal Corporation**
Short form name	**JCAC**
Notice details	PO Box 158, Tennant Creek , NT 0861 Facsimile: 08 8962 3236 Attention: General Manager

Background

A Pursuant to the Headleases, the NTA granted leases of the part of the Premises to JHI, and part of the Premises to JCAC.

B JHI and JCAC each has granted, or will grant, a sublease of those parts of the Premises in relation to which they are lessee, to Territory Housing.

C Territory Housing wishes to grant an underlease of the CL Underlease Area to JCAC, and JCAC wishes to accept the grant of an underlease of the CL Underlease Area, on the terms of this CL Underlease.

D JHI consents, under clause 17 of its Sublease with Territory Housing, to Territory Housing granting to JCAC an underlease of those parts of the Premises in relation to which JHI is the lessee.

E Territory Housing also wishes to grant an underlease of the SPL Underlease Area to JCAC, and the parties have entered into, or will enter into, a separate underlease (**SPL Underlease**) in relation to the SPL Underlease Area.

F The consent of the Minister administering the *Crown Lands Act* is required pursuant to section 47 of the *Crown Lands Act* in order for Territory Housing to grant to JCAC this CL Underlease.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this Underlease:

Aboriginal has the meaning given in the Act;

Act means the *Aboriginal Land Rights (Northern Territory) Act 1976 (Cth)*;

Business Day means a day that is not a Saturday, Sunday or public holiday in the Northern Territory;

Business Hours means from 9.00am to 5.00pm on a Business Day;

CL Underlease means this underlease;

CL Underlease Area means, subject to clause 13, the areas shaded in red in the plans in Annexure A and labelled with the following Administrative Lot Numbers: 2418(A), 2191(A), 2303(A), 2267(A), 2275(A), 2283(A), 2209(A) 2417(A), 2414(A), 2630 (A), 2249(A) and 2227(A), and includes the Improvements and Services on the CL Underlease Area;

Commencement Date means the date specified in Item 2;

Headlease means each of the leases set out in the middle column of Item 1;

Improvement includes buildings, structures, fixtures, fittings, plant, equipment and material or articles which are erected on or attached to the CL Underlease Area (including without limitation houses, fences, streetlights, power poles) but does not include Services;

Initial Term means the period specified in Item 3;

JCAC means Julalikari Council Aboriginal Corporation ABN 52 109 391 552 incorporated under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cth)*;

NTA means the Northern Territory of Australia;

Option Period means that period specified in Item 4;

Permitted Use means the uses specified in Item 5;

Premises means the premises described in the right-hand column of Item 1 and includes the Improvements and Services on the Premises;

Rent means $1.00 if demanded;

Services includes:

(a) all utilities and services on or connected to the Premises including water, gas, electricity, lighting, sanitation, drainage, stormwater, computer services, communication and telecommunication systems, oil and any other source or type of energy and fuel and includes all wires, cables, pipes ducts and conduits, tanks, electrical and mechanical plant and all other ancillary or associated parts and accessories; and

(b) all roads and footpaths on the Premises;

SPL Underlease means the underlease referred to in Recital E;

Sublease means the sublease granted to by JHI to Territory Housing, and the sublease granted by JCAC to Territory Housing; and

Term means the Initial Term, the First Option Period and the Second Option Period, unless this Underlease is terminated earlier.

1.2 Interpretation

In this Underlease, unless a contrary intention appears:

(a) a reference to an Item is a reference to an Item in Schedule 1;

(b) a reference to a Schedule is a reference to a Schedule to this Underlease;

(c) words in the singular include the plural and vice versa;

(d) words importing one gender include each of the other genders; and

(e) a reference to a party includes its successors in title.

2. Grant of Underlease

In consideration of the Rent and JCAC's covenants, Territory Housing underleases to JCAC the CL Underlease Area for the Permitted Use for the Term.

3. Conditions

3.1 Pre-conditions

(a) This CL Underlease is conditional upon:

(i) JHI, JCAC and Territory Housing entering into the Subleases;

(ii) JCAC and Territory Housing entering into the SPL Underlease;

(iii) the Minister administering the *Crown Lands Act* providing his or her consent pursuant to section 47 of the *Crown Lands Act* in relation to the Subleases and this CL Underlease; and

(iv) the Minister administering the *Special Purpose Lease Act* providing his or her consent pursuant to section 6 of the *Special Purposes Leases Act* in relation to the Subleases and the SPL Underlease,

and the parties must execute this CL Underlease at the same time as the Subleases and the SPL Underlease are executed.

(b) The parties agree that:

(i) each party must use its reasonable endeavours to obtain the consents required under clause 3.1(a); and

(ii) if those consents are not obtained by 31 December 2008, either party may terminate this Sublease by giving written notice to the other party.

3.2 No assignment

JCAC must not assign or transfer, sublet, part with or share the possession of, grant any licence affecting, mortgage, encumber, charge or otherwise deal with or dispose of this CL Underlease or the CL Underlease Area.

4. Renewal

(a) Following execution of this CL Underlease, either party may cause to be lodged a plan of survey in respect of the CL Underlease Area, in accordance with section 49 of the *Licensed Surveyors Act*.

(b) Territory Housing is responsible for the cost of preparing and lodging the plan of survey.

(c) Conditional upon the plan of subdivision being approved by the Surveyor-General, either party may, by written notice to the other party at any time prior to six months before the end of the Initial Term, renew this CL Underlease for the Option Period.

(d) During the Option Period, the terms of this Underlease shall remain the same as during the Initial Term, except that this clause will be deleted.

(e) If anything in this clause 4 causes a party to breach section 61 of the *Planning Act*, then:

(i) this clause 4 (with the exception of the remainder of this clause 4(e)) is severed from this CL Underlease;

(ii) neither party will have an option to renew this CL Underlease; and

(iii) each party must, at the request of the other party, negotiate in good faith whether to renew this CL Underlease.

5. Rates, charges and taxes

JCAC must pay all rates, charges and taxes in respect of the CL Underlease Area and any building located upon the CL Underlease Area.

6. Utility charges

JCAC must pay for all electricity, water and gas consumed or used on the CL Underlease Area.

7. Compliance with Headleases

All of JHI's and JCAC's covenants and obligations contained in each Headlease and Sublease are incorporated and deemed to be incorporated into this CL Underlease as if they were specifically set out in this CL Underlease, and JCAC agrees with Territory Housing in relation to the CL Underlease Area in and on the same terms conditions and covenants as JHI and JCAC (each as lessee) has covenanted and agreed with the NTA (as lessor).

8. Repairs and maintenance

(a) JCAC is responsible for repairing and maintaining the CL Underlease Area during the Term and must ensure that the CL Underlease Area (including Improvements and all outside and open areas) are kept:

(i) clean;

(ii) neat and tidy in appearance;

(iii) in a state of reasonable repair; and

(iv) clear of graffiti and litter.

(b) Territory Housing and any person authorised by Territory Housing may at all reasonable times enter the CL Underlease Area and view its condition and state of repair, and if Territory Housing considers that there is any defect or damage which the JCAC is obliged to repair, Territory Housing may notify JCAC of the defect or damage and require JCAC to repair it within a reasonable time.

(c) If JCAC does not fulfil its obligations under clause 8(a) or (b), Territory Housing may (without any obligation to do so) undertake such repairs and maintenance and recover the cost of doing so from JCAC.

(d) Territory Housing may on reasonable notice enter onto the CL Underlease Area, to construct, demolish, upgrade, extend, refurbish, or do any other act or thing in relation to all Improvements and Services on the Premises, and in relation to the Premises generally.

(e) Territory Housing will not exercise its right under clause 8(d):

(i) unless it considers it reasonable for the purposes of ensuring:

(A) that nothing in or on the CL Underlease Area infringes, or otherwise adversely impacts on its occupation of the Premises;

(B) the CL Underlease Area is maintained in manner and up to a standards that is appropriate for the Permitted Use that relate to that particular CL Underlease Area; and

(C) the safety of any person;

(f) For the purposes of Territory Housing exercising its right under clause 8(d), in relation to the CL Underlease Areas that are marked 'C' (ceremonial and traditional Aboriginal purposes), and without limiting Territory Housing's right of entry under that clause, Territory Housing agrees to observe JCAC's reasonable requirements that assist Territory Housing to demonstrate respect for aboriginal cultural practices and beliefs, except in the case of emergency.

9. Use of CL Underlease Area

JCAC must not use the CL Underlease Area for any purpose other than the Permitted Use without the written consent of Territory Housing.

10. Quiet enjoyment

Territory Housing covenants with JCAC that JCAC may peaceably hold and enjoy the CL Underlease Area during the Term without any interruption or disturbance from Territory Housing or any person lawfully claiming through or under Territory Housing.

11. Breach

If:

(a) JCAC breaches any of its obligations under the SPL Underlease; and

(b) an equivalent obligation is imposed on JCAC under this CL Underlease,

then JCAC is deemed to have breached that equivalent obligation under this CL Underlease.

12. Termination

(a) If JCAC breaches any of its obligations under this CL Underlease, Territory Housing may terminate this CL Underlease in respect of the whole or a part of the CL Underlease Area if:

(i) it provides JCAC with written notice detailing the alleged breach; and

(ii) JCAC does not remedy the breach within 30 days of receipt of that notice.

(b) If Territory Housing elects to terminate this CL Underlease in respect of a part of the CL Underlease Area, the parties must do all things necessary, including varying this CL Underlease and signing any other documents, to excise that part of the CL Underlease Area and to reflect that this CL Underlease continues in respect of the remaining parts of the CL Underlease Area.

(c) If the SPL Underlease terminates for any reason, this CL Underlease automatically terminates on the same day.

(d) If Crown Lease Term 01142 and Special Purpose Lease 0540 are consolidated to create a new Crown Lease in Perpetuity, the parties must do all things necessary to ensure that the rights granted to JCAC under this CL Underlease in relation to Crown Lease Term 01142 continue under the new Crown Lease in Perpetuity.

13. Change of Definition of 'Premises' and 'CL Underlease Areas'

(a) If the Special Purpose Lease referred to in Paragraph 8 of Item 1 (**SPL 0540**) terminates after execution of this Sublease but prior to the consents required under clause 3.1(a) of this CL Underlease being obtained, then:

(i) Item 1 is amended by deleting the reference to SPL 0540;

(ii) if a Crown Lease in Perpetuity is granted to JHI in respect of the land formerly the subject of SPL 0540, the definition of 'Premises' is amended by inserting that new Crown Lease in Perpetuity into Item 1;

(iii) if SPL 0540 and Crown Lease Term 01142 (**CLT 01142**) are both terminated, and a single Crown Lease in Perpetuity is granted to JHI in respect of the land formerly the subject of SPL 0540 and CLT 01142, the definition of 'Premises' is amended by inserting that new Crown Lease in Perpetuity into Item 1; and

(iv) the CL Underlease Area will include the areas shaded in red in the plans that are labelled with Administrative Lot Numbers 2166(A) and 2183(A).

(b) Without limiting clause 19(b), if any of the Headleases terminates during the Term, then:

(i) Item 1 is amended by deleting the reference to that Headlease;

(ii) that part of the CL Underlease Area relating to that Headlease is excised from the CL Underlease Area;

(iii) that excision has no effect on the remaining parts of the CL Underlease Area;

(iv) the parties must do all things necessary, including varying this CL Underlease and signing any other documents, to reflect that this CL Underlease continues in respect of the remaining parts of the CL Underlease Area; and

(v) if a new Crown Lease in Perpetuity is granted to JHI in respect of the land formerly the subject of that Headlease, the definition of 'Premises' is amended by inserting that new Crown Lease in Perpetuity into Item 1.

14. Dispute resolution

(a) The parties agree that a dispute arising under this CL Underlease will be dealt with as follows:

(i) the party claiming that there is a dispute will give the other party a notice setting out the nature of the dispute;

(ii) within 7 Business Days after receipt of that notice each party will seek to negotiate a resolution, with the representatives of each party being the people with day-to-day responsibility of the relevant issue;

(iii) failing settlement within 14 Business Days, CEO of Territory Housing and the General Manager of JCAC will try to settle the dispute by direct negotiation between them;

(iv) failing settlement within a further 14 Business Days, the parties may agree to refer the dispute to mediation;

(v) the parties will cooperate fully with any process instigated under this clause in order to achieve a speedy resolution; and

(vi) if a resolution is not reached through mediation within a further 28 Business Days, either party may commence legal proceedings or exercise any other rights it may have under or in respect of this CL Underlease.

(b) Each party will bear its own costs of complying with this clause14, and the parties must bear equally the cost of any third person engaged under clause 14(a)(iv).

(c) This clause 14 does not apply to legal proceedings by either party seeking urgent interlocutory relief.

15. Holding over

Where JCAC continues in occupation of the CL Underlease Area after the expiration of the Term without any demand for possession having been made by Territory Housing, JCAC is deemed to be holding the CL Underlease Area under a monthly tenancy determinable at any time upon 30 day's notice (which notice may expire at any time) being given by either party to the other, at the same Rent and upon and subject to the same terms as are contained in this CL Underlease so far as they can be applied to a monthly tenancy.

16. Costs of CL Underlease

(a) Each party must each bear their own costs of and incidental to the negotiation, settlement, preparation and execution of this CL Underlease.

(b) Territory Housing will pay any costs associated with stamp duty, registration, planning approval and all other necessary consents and survey in respect of or in connection with this CL Underlease.

17. Notices and other communications

17.1 Service of notices

A notice, demand, consent, approval or communication under this CL Underlease (**Notice**) must be:

(a) in writing, in English and signed by a person duly authorised by the sender; and

(b) hand delivered or sent by prepaid post or facsimile to the recipient's address for Notices specified in the Details, as varied by any Notice given by the recipient to the sender.

17.2 Effective on receipt

A Notice given in accordance with clause 17.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

(a) if hand delivered, on delivery;

(b) if sent by prepaid post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia);

(c) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the entire Notice unless, within eight Business Hours after the transmission, the recipient informs the sender that it has not received the entire Notice,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

18. Goods and Services Tax

(a) For the purposes of this clause:

(i) GST Act means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and

(ii) adjustment event, adjustment note, GST, input tax credit and taxable supply have the meanings given to those terms in the GST Act.

(b) Unless otherwise stated, all amounts payable by one party to the other party under this CL Underlease are exclusive of GST.

(c) A recipient of a taxable supply made under this CL Underlease must pay to the supplier an amount equivalent to any GST paid or payable by the supplier in respect of the taxable supply, subject to the supplier issuing a valid tax invoice in accordance with the GST Act to the recipient.

(d) A party's obligation to reimburse the other party for an amount paid or payable to a third party includes GST on the amount paid or payable to the third party, except to the extent that the party being reimbursed is entitled to claim an input tax credit for that GST.

(e) Each party must issue an adjustment note to the other party as soon as it becomes aware of an adjustment event relating to a taxable supply by it under this CL Underlease.

19. Miscellaneous

(a) This CL Underlease may be executed by the parties in any number of counterparts and all counterparts taken together will constitute one instrument.

(b) Any term of this CL Underlease which is not applicable to the CL Underlease Area or which is repugnant to the general interpretation of this CL Underlease or which is invalid unlawful void or unenforceable shall be capable of severance without affecting any of the other terms of this CL Underlease.

(c) JCAC consents to Territory Housing completing or amending any Land Title Office panel form which may be required to register this CL Underlease, or any amendment to this CL Underlease contemplated in this CL Underlease, from time to time. JCAC agrees to sign such documents as may be necessary to achieve this.

(d) This CL Underlease shall not create any relationship between JCAC and Territory Housing other than the relationship of underlessor and underlessee.

Schedule 1 - CL Underlease Particulars

1.	**Premises**	Headlease	Premises
		1. Crown Lease in Perpetuity 01103	1. Lot 2051 Town of Tennant Creek from plan S 86/060 (Kargaru)
		2. Crown Lease in Perpetuity 01114	2. Lot 2055 Town of Tennant Creek from plan S 86/102B (Marla Marla)
		3. Crown Lease in Perpetuity 01191	3. Lot 1273 Town of Tennant Creek from plan S 74/062A (Munji-Marla)
		4. Crown Lease in Perpetuity 01192	4. Lot 1004 Town of Tennant Creek from plan B 000314 (The Village)
		5. Crown Lease in Perpetuity 01122	5. Lot 2065 Town of Tennant Creek from plan S 88/37 (Tinkarli)
		6. Crown Lease in Perpetuity 01113	6. Lot 2057 Town of Tennant Creek from plan S 86/102A (Village Camp)
		7. Crown Lease in Perpetuity 01123	7. Lot 2066 Town of Tennant Creek from plan S 88/37 (Wuppa)
		8. Special Purpose Lease 0540	8. Lot 1271 Town of Tennant Creek from plan S 80/190 (Ngalpa Ngalpa)
		9. Crown Lease Term 01142	9. Lot 2125 Town of Tennant Creek from plan S96/271
		* The Headlease and Premises with corresponding numbers are the same parcel of land.	
2.	**Commencement Date**	The day on which the Minister provides his or her consent under clause 3.1(a) of this CL Underlease	
3.	**Term of Underlease**	10 years commencing on the Commencement Date	
4.	**Option Periods**	The balance of the period of the Sublease, including any option periods under the Sublease	
5.	**Permitted Use**	For those areas on the plan marked A, community buildings and spaces. For those areas on the plan marked B, child care centres. For those areas on the plan marked C, ceremonial and traditional Aboriginal purposes.	

Signing page

EXECUTED as an agreement.

Signed by **Chief Executive Officer (Housing)** in the presence of

Signature of witness ←

Name of witness (print)

Signature of Chief Executive Officer (Housing) ←

Name of Chief Executive Officer (Housing) (print)

The Common Seal of **Julalikari Council Aboriginal Corporation** was affixed hereto this day of October 2008 in our presence pursuant to a resolution of the Council passed on the day of 2008:

Council Member ←

Name of Council Member

Council Member ←

Name of Council Member

Annexure A

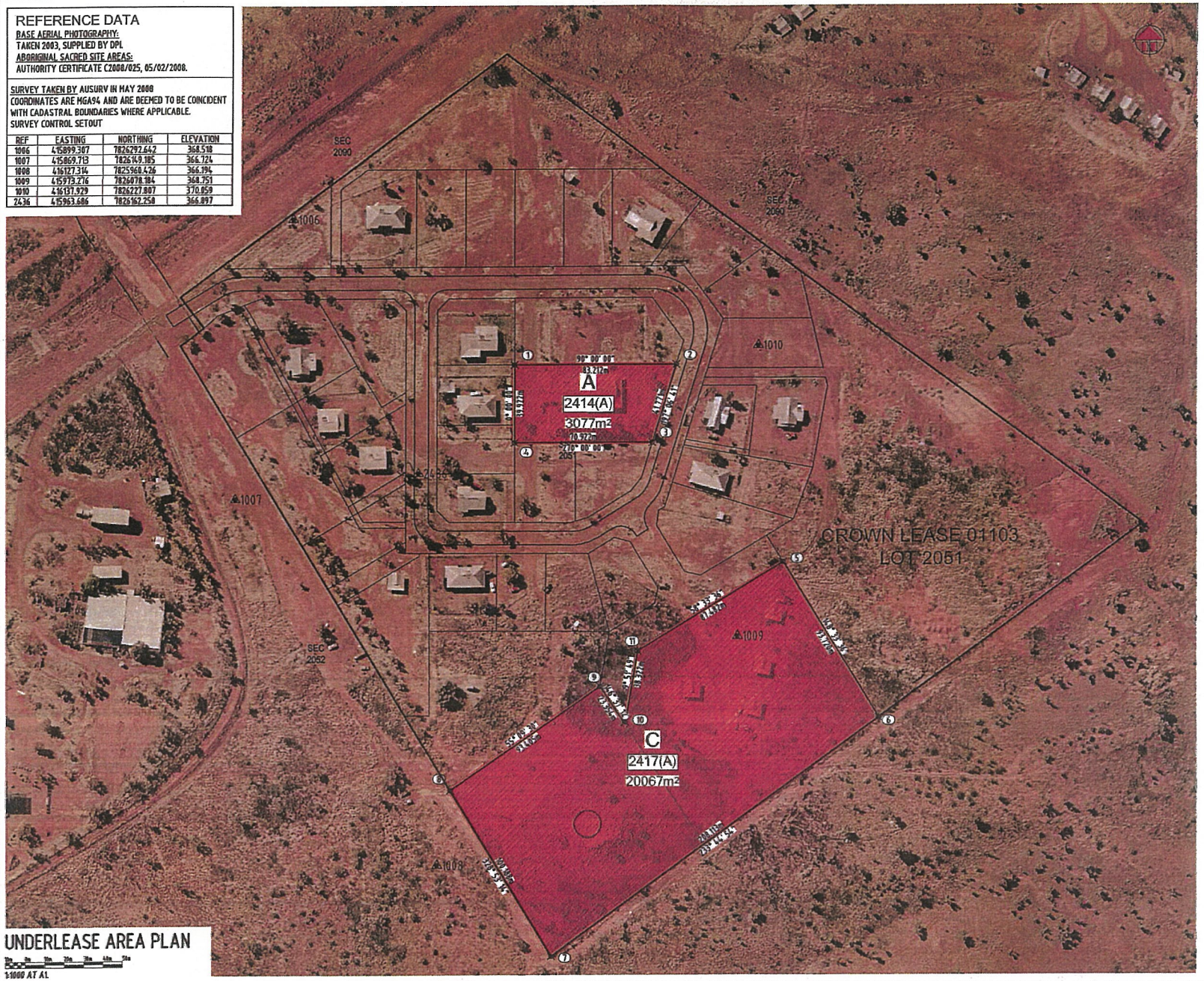
Map of CL Underlease Area

REFERENCE DATA

BASE AERIAL PHOTOGRAPHY:
TAKEN 2003, SUPPLIED BY DPI.
ABORIGINAL SACRED SITE AREAS:
AUTHORITY CERTIFICATE C2008/025, 05/02/2008.

SURVEY TAKEN BY AUSURV IN MAY 2008
COORDINATES ARE MGA94 AND ARE DEEMED TO BE COINCIDENT WITH CADASTRAL BOUNDARIES WHERE APPLICABLE.
SURVEY CONTROL SETOUT

REF	EASTING	NORTHING	ELEVATION
1006	415899.307	7826292.642	368.518
1007	415869.713	7826149.185	366.724
1008	416127.314	7825960.426	366.194
1009	415973.276	7826078.184	368.751
1010	416137.929	7826227.807	370.859
2436	415963.686	7826162.258	366.897



SETTING OUT TABLE

POINT	EASTING	NORTHING
1	416012.5885	7826217.8511
2	416095.8885	7826217.8511
3	416083.5101	7826177.9288
4	416012.5885	7826177.9288
5	416150.6634	7826116.2117
6	416199.5482	7826036.2515
7	416031.7198	7825913.1871
8	415979.9501	7825998.9634
9	416056.6109	7826052.3266
10	416069.4601	7826033.8677
11	416076.0248	7826070.5804

UNDERLEASE AREA PLAN

1:1000 AT A1

No.	DESCRIPTION	DATE	INT.
A	ISSUE FOR ADMINISTRATIVE APPROVAL	09.10.2008	JTL

AMENDMENTS

OPUS QANTEC McWILLIAM
A.B.N. 79 008 342 055
Level 1, 69 Smith Street
Darwin NT 0801
GPO Box 4083 Darwin NT 0801
Telephone: (08) 8981 7600
Facsimile: (08) 8941 1802
E-Mail: darwin@opusqmcw.com.au

N-08004_01_UNDERLEASE

territory housing

DRAWN	CHECKED
SGE\JTL	J.ANTOUN
DATE OCT 2008	DATE OCT 2008
DESIGNED	CHECKED
DATE	DATE
DESIGN PROJECT LEADER	PROJECT OFFICER
DATE	DATE

Northern Territory Government
Department of Planning and Infrastructure

TENNANT CREEK
KARGARU (238)
INFRASTRUCTURE DESIGN PROJECT FOR TENNANT CREEK URBAN LIVING AREAS
CROWN LEASE IN PERPETUITY 01103
LOT 2051 TOWN OF TENNANT CREEK (FROM PLAN S 86/060)

FILE No.	ASSET No.	SHEET No.	DRAWING No.	AMEND.	SHEET SIZE
-	-	- OF -	R08-2033	A	A1

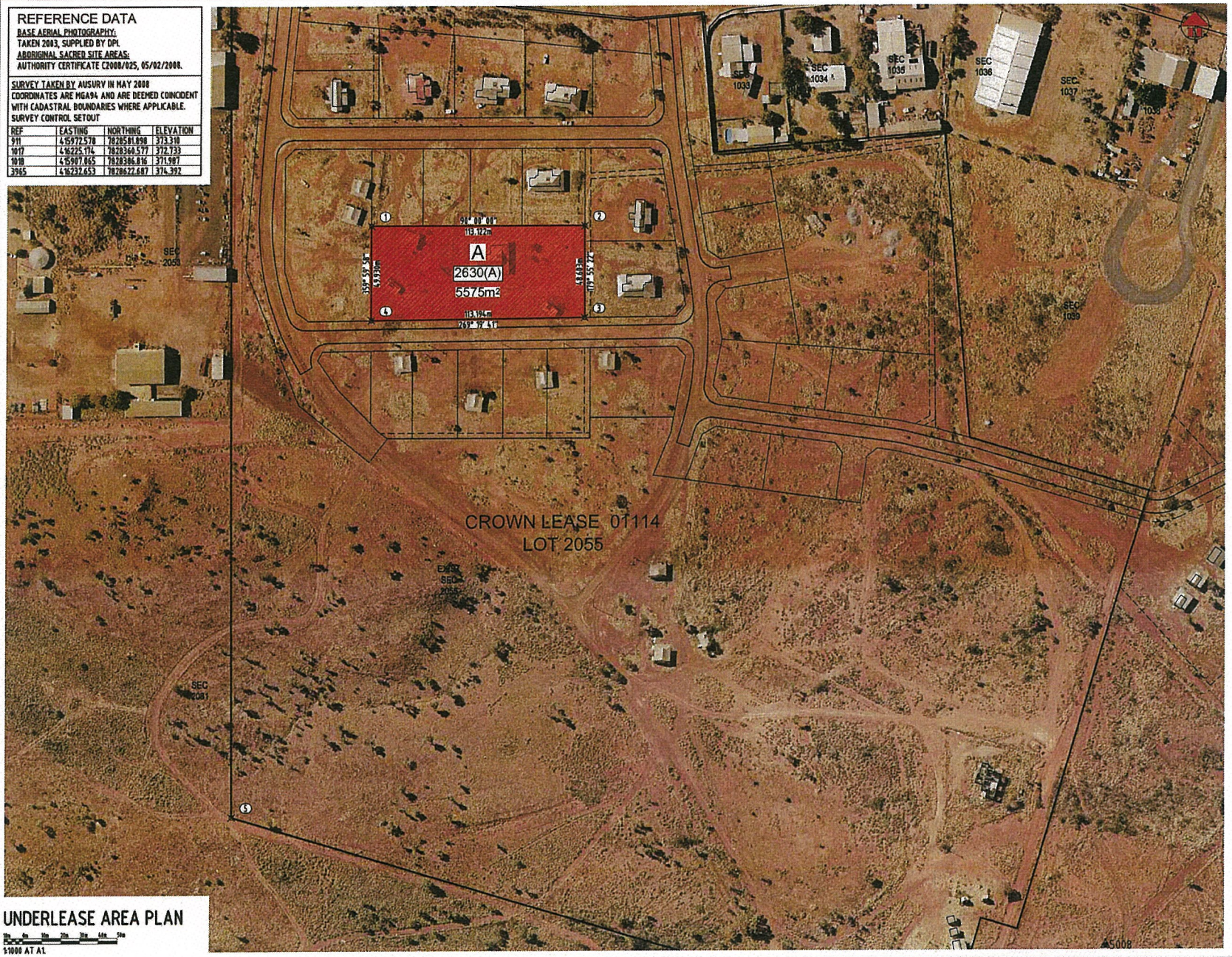
REFERENCE DATA

BASE AERIAL PHOTOGRAPHY:
TAKEN 2003, SUPPLIED BY DPI.

ABORIGINAL SACRED SITE AREAS:
AUTHORITY CERTIFICATE C2008/025, 05/02/2008.

SURVEY TAKEN BY AUSURV IN MAY 2008
COORDINATES ARE MGA94 AND ARE DEEMED COINCIDENT WITH CADASTRAL BOUNDARIES WHERE APPLICABLE.
SURVEY CONTROL SETOUT

REF	EASTING	NORTHING	ELEVATION
911	415972.578	7826581.898	373.318
1017	416225.174	7828360.577	372.733
1018	415907.065	7828386.816	371.987
3965	416232.653	7828672.687	374.392



SETTING OUT TABLE

POINT	EASTING	NORTHING
1	413866.536	7826526.692
2	413979.657	7826526.692
3	413979.723	7826478.089
4	413866.536	7826476.762
5	413793.668	7826214.728

UNDERLEASE AREA PLAN

1:1000 AT A1.

No.	DESCRIPTION	DATE	INT.
A	ISSUE FOR ADMINISTRATIVE APPROVAL	09.10.2008	SGE

AMENDMENTS

OPUS QANTEC McWILLIAM
A.B.N. 79 006 342 065
Level 1, 60 Smith Street
Darwin NT 0801
GPO Box 4083 Darwin NT 0801
Telephone: (08) 8981 7500
Facsimile: (08) 8941 1802
E-Mail: darwin@opusqmow.com.au
The Association of Consulting Engineers Australia
N-D8004.02

territory housing

DRAWN	SGE\JTL	CHECKED	J.ANTOUN
DATE	OCT 2008	DATE	OCT 2008
DESIGNED		CHECKED	
DATE		DATE	
DESIGN PROJECT LEADER		PROJECT OFFICER	
DATE		DATE	

Northern Territory Government
Department of Planning and Infrastructure

TENNANT CREEK
MARLA MARLA (223)
INFRASTRUCTURE DESIGN PROJECT FOR TENNANT CREEK URBAN LIVING AREAS
CROWN LEASE IN PERPETUITY 01114
LOT 2055 TOWN OF TENNANT CREEK (FROM PLAN 86/102B)

FILE No.	ASSET No.	SHEET No.	DRAWING No.	AMEND.	SHEET SIZE
-	-	- OF -	R08-2034	A	A1

G:\PROJECTS\2008-0034\CAD-0034-TENNANT CREEK URBAN LIVING\CAD-0034-MARLA MARLA\DRAWINGS\ET_MARLA_MARLA_CAD-0034-R2_UNDERLEASE.DWG

REFERENCE DATA

BASE AERIAL PHOTOGRAPHY:
TAKEN 2003, SUPPLIED BY DPI.
ABORIGINAL SACRED SITE AREAS:
AUTHORITY CERTIFICATE C2008/025, 05/02/2008.

SURVEY TAKEN BY AUSURV IN MAY 2008
COORDINATES ARE MGA94 AND ARE DEEMED TO BE COINCIDENT WITH CADASTRAL BOUNDARIES WHERE APPLICABLE .
SURVEY CONTROL SETOUT

REF	EASTING	NORTHING	ELEVATION
1311-1017	416225.174	7828360.577	372.733
989-1309	416322.540	7828444.501	731.836
3965	416232.653	7828622.687	374.392
1255	416496.997	7828545.623	375.362



SETTING OUT TABLE

POINT	EASTING	NORTHING
1	416372.609	7828706.525
2	416442.392	7828746.813
3	416506.212	7828673.352
4	416466.395	7828649.125
5	416455.241	7828652.129
6	416444.104	7828645.738
7	416440.748	7828633.344
8	416446.087	7828624.039
9	416426.310	7828612.414
10	416610.280	7828553.563
11	416632.983	7828527.430
12	416628.691	7828433.223
13	416603.070	7828431.891
14	416577.584	7828407.108
15	416553.527	7828449.032
16	416571.664	7828460.456
17	416562.834	7828475.866
18	416593.960	7828493.727
19	416573.584	7828532.353
20	416495.750	7828468.174
21	416517.651	7828429.992
22	416462.371	7828394.880
23	416438.994	7828435.618

UNDERLEASE AREA PLAN

1:1000 AT A1

No.	DESCRIPTION	DATE	INIT.
A	ISSUE FOR ADMINISTRATIVE APPROVAL	09.10.2008	JTL/SGE
	AMENDMENTS		

OPUS QANTEC McWILLIAM
A.B.N. 79 088 342 065
Level 1, 80 Smith Street
Darwin NT 0801
GPO Box 4083 Darwin NT 0801
Telephone: (08) 8981 7300
Facsimile: (08) 8941 1862
E-Mail: darwin@opusqmcw.com.au
N-D8004.06_UNDERLEASE

territory housing

DRAWN	CHECKED
SGE\JTL	J.ANTOUN
DATE OCT 2008	DATE OCT 2008
DESIGNED	CHECKED
DATE	DATE
DESIGN PROJECT LEADER	PROJECT OFFICER
DATE	DATE

Northern Territory Government
Department of Planning and Infrastructure

TENNANT CREEK
TINKARLI (681)
INFRASTRUCTURE DESIGN PROJECT FOR TENNANT CREEK URBAN LIVING AREAS
CROWN LEASE PERPETUITY 01122
LOT 2065 TOWN OF TENNANT CREEK (FROM PLAN S 88/37)

FILE No.	ASSET No.	SHEET No.	DRAWING No.	AMEND.	SHEET SIZE
-	-	OF -	ROB-2038	A	A1

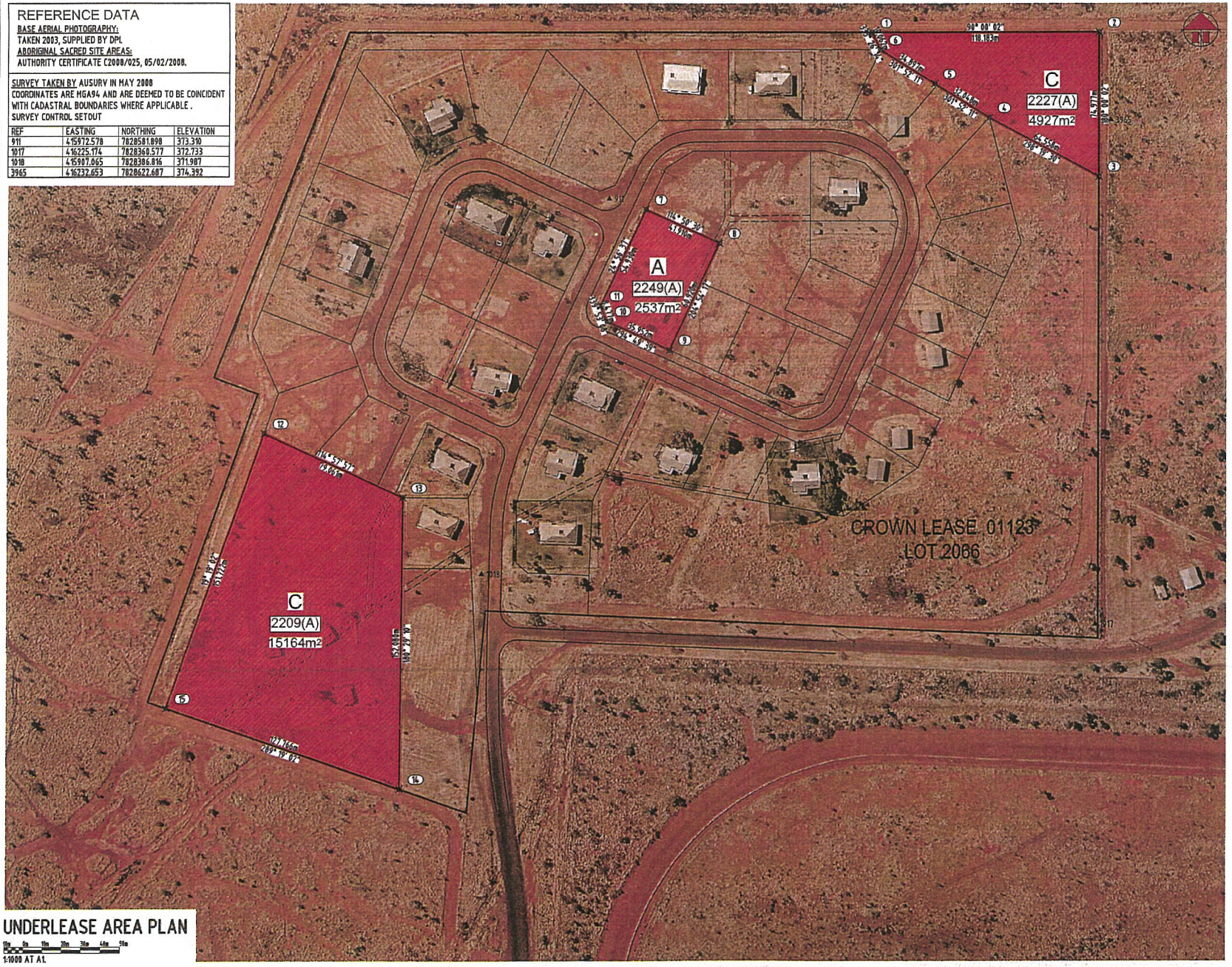
G:\PROJECTS\2008-OPUS\W-D8004 - TENNANT CREEK URBAN LIVING\W-D8004.APLW-D8004.A0 DRAWINGS\06 TINKARLI\W-D8004.06_UNDERLEASE.DWG

REFERENCE DATA

BASE AERIAL PHOTOGRAPHY:
TAKEN 2003, SUPPLIED BY DPI.
ABORIGINAL SACRED SITE AREAS:
AUTHORITY CERTIFICATE C2008/025, 05/02/2008.

SURVEY TAKEN BY AUSURV IN MAY 2008
COORDINATES ARE MGA94 AND ARE DEEMED TO BE COINCIDENT WITH CADASTRAL BOUNDARIES WHERE APPLICABLE.
SURVEY CONTROL SETOUT

REF	EASTING	NORTHING	ELEVATION
911	415972.578	7828581.898	373.310
1017	416225.174	7828360.577	372.733
1018	415907.065	7828386.816	371.987
3965	416232.653	7828622.687	374.392



SETTING OUT TABLE

POINT	EASTING	NORTHING
1	416108.372	7828668.391
2	416226.555	7828668.390
3	416226.554	7828593.413
4	416169.726	7828624.045
5	416141.299	7828641.718
6	416112.872	7828659.391
7	415991.592	7828576.279
8	416029.625	7828558.672
9	416003.971	7828503.417
10	415971.342	7828518.513
11	415968.427	7828526.472
12	415794.124	7828460.277
13	415865.797	7828426.907
14	415864.507	7828274.832
15	415743.934	7828317.096

UNDERLEASE AREA PLAN

1:1000 AT A1.

No.	DESCRIPTION	DATE	INIT.
A	ISSUE FOR ADMINISTRATIVE APPROVAL	09.10.2008	JTL/SGE
	AMENDMENTS		

OPUS QANTEC McWILLIAM
A.B.N. 79 088 342 065
Level 1, 80 Smith Street
Darwin NT 0801
GPO Box 4083 Darwin NT 0801
Telephone: (08) 8981 7500
Facsimile: (08) 8941 1882
E-Mail: darwin@opusqmcw.com.au
The Association of Consulting Engineers Australia
N-D8004.05_UNDERLEASE

territory housing

DRAWN	JTL\SGE	CHECKED	J.ANTOUN
DATE	OCT 2008	DATE	OCT 2008
DESIGNED		CHECKED	
DATE		DATE	
DESIGN PROJECT LEADER		PROJECT OFFICER	
DATE		DATE	

Northern Territory Government
Department of Planning and Infrastructure

TENNANT CREEK
WUPPA (684)
INFRASTRUCTURE DESIGN PROJECT FOR TENNANT CREEK URBAN LIVING AREAS
CROWN LEASE PERPETUITY 01123
LOT 2066 TOWN OF TENNANT CREEK (FROM PLAN S 88/37)

FILE No.	ASSET No.	SHEET No.	DRAWING No.	AMEND.	SHEET SIZE
-	-	OF -	ROB-2037	A	A1

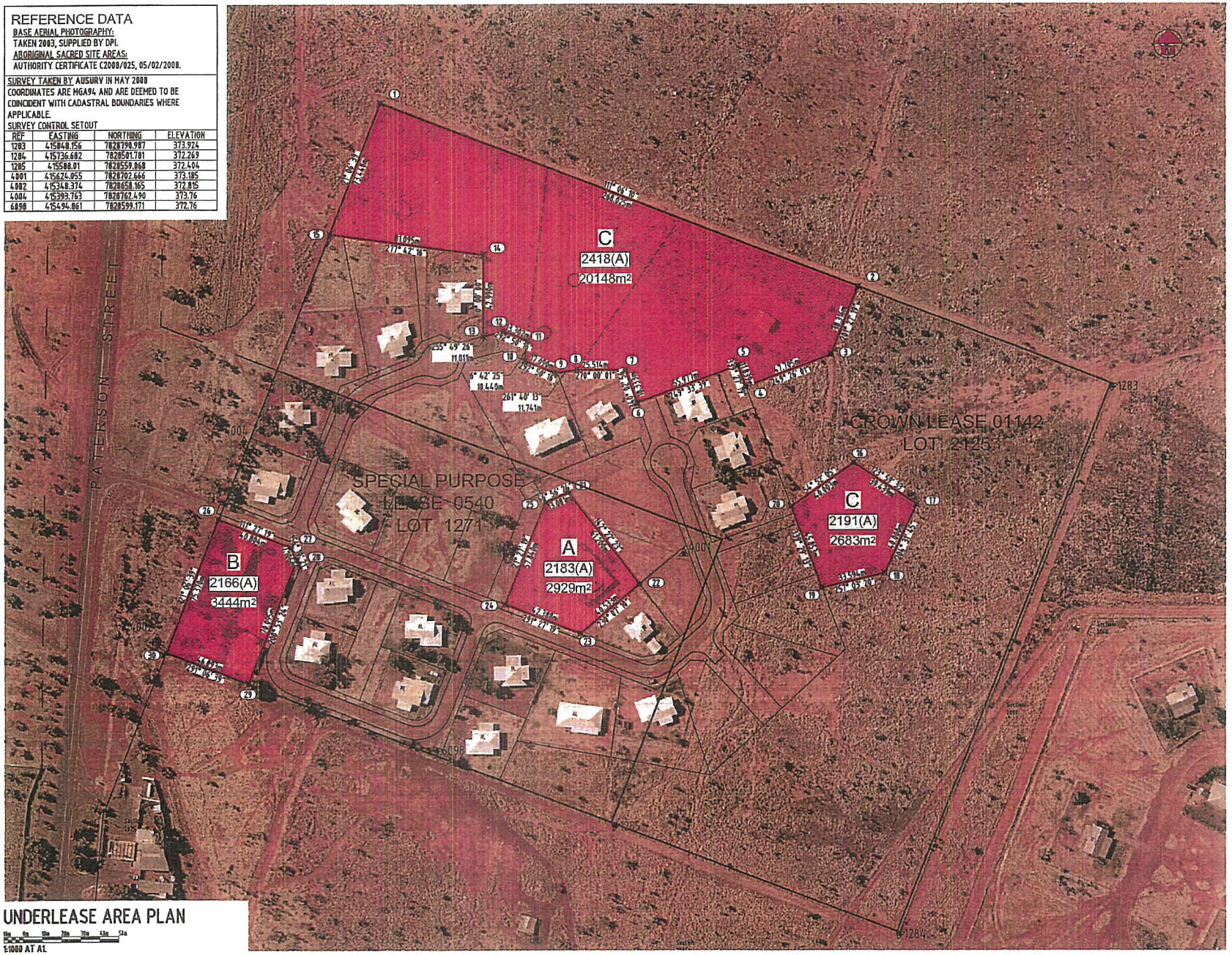
G:\PROJECTS\684-QW\CIVIL\684-...-TENNANT CREEK URBAN LIVING\01-PLANS\684-2037A.DWG - WUPPA (684).05 - UNDERLEASING

REFERENCE DATA

BASE AERIAL PHOTOGRAPHY:
TAKEN 2003, SUPPLIED BY DPI.
ABORIGINAL SACRED SITE AREAS:
AUTHORITY CERTIFICATE C2008/025, 05/02/2008.

SURVEY TAKEN BY AUSURV IN MAY 2008
COORDINATES ARE MGA94 AND ARE DEEMED TO BE COINCIDENT WITH CADASTRAL BOUNDARIES WHERE APPLICABLE.
SURVEY CONTROL SETOUT

REF	EASTING	NORTHING	ELEVATION
1283	415848.156	7828790.987	373.924
1284	415736.682	7828501.781	372.269
1285	415588.01	7828559.068	372.404
4001	415624.055	7828702.666	373.185
4002	415348.374	7828658.165	372.815
4004	415393.763	7828762.490	373.76
6098	415494.861	7828599.171	372.76



SETTING OUT TABLE

POINT	EASTING	NORTHING
1	415446.900	7828940.800
2	415714.950	7828843.500
3	415700.935	7828807.839
4	415656.270	7828791.081
5	415652.115	7828802.167
6	415599.663	7828782.619
7	415593.407	7828799.852
8	415567.893	7828799.852
9	415556.275	7828798.151
10	415540.525	7828804.784
11	415541.744	7828815.153
12	415529.485	7828820.316
13	415518.809	7828817.619
14	415518.809	7828860.618
15	415438.446	7828871.481
16	415712.791	7828750.654
17	415745.491	7828728.604
18	415728.884	7828692.214
19	415696.143	7828684.689
20	415680.054	7828727.619
21	415563.492	7828735.064
22	415600.856	7828686.593
23	415569.751	7828660.603
24	415530.300	7828676.108
25	415551.457	7828729.940
26	415380.372	7828721.063
27	415418.348	7828786.138
28	415421.219	7828699.638
29	415396.225	7828634.150
30	415353.226	7828650.751

UNDERLEASE AREA PLAN

1:1000 AT A1.

No.	DESCRIPTION	DATE	INIT.
	AMENDMENTS		
A	ISSUE FOR ADMINISTRATIVE APPPROVAL	09.10.2008	JTL/SGE

OPUS QANTEC McWILLIAM
A.B.N. 78 003 342 008
Level 1, 63 Smith Street
Darwin NT 0801
GPO Box 4083 Darwin NT 0801
Telephone: (08) 8981 2500
Facsimile: (08) 8941 1882
E-Mail: darwin@opusqmcw.com.au
N-D8004.04

territory housing

DRAWN	CHECKED
SGE/JTL	J.ANTOUN
DATE OCT 2008	DATE OCT 2008
DESIGNED	CHECKED
DATE	DATE
DESIGN PROJECT LEADER	PROJECT OFFICER
DATE	DATE

Northern Territory Government
Department of Planning and Infrastructure

TENNANT CREEK
NGALPA NGALPA (246)
INFRASTRUCTURE DESIGN PROJECT FOR TENNANT CREEK URBAN LIVING AREAS
SPECIAL PURPOSE LEASE 0540 LOT 1271 TOWN OF TENNANT CREEK (FROM PLAN S 80/190)
AND CROWN LEASE TERM 01142 LOT 2125 TOWN OF TENNANT CREEK (FROM PLAN S 96/271)

FILE No.	ASSET No.	SHEET No.	DRAWING No.	AMEND.	SHEET SIZE
-	-	- OF -	R08-2036	A	A1

©COPYRIGHT OPUS QANTEC MCWILLIAM - TENNANT CREEK URBAN LIVING AREAS - NGALPA NGALPA - R08-2036.04 - UNDERLEASING.DWG

REFERENCE DATA

BASE AERIAL PHOTOGRAPHY:
TAKEN 2003, SUPPLIED BY DPI.
ABORIGINAL SACRED SITE AREAS:
AUTHORITY CERTIFICATE C2008/825, 05/02/2008.

SURVEY TAKEN BY AUSURV IN MAY 2008
COORDINATES ARE MGA94 AND ARE DEEMED TO BE COINCIDENT WITH CADASTRAL BOUNDARIES WHERE APPLICABLE.
SURVEY CONTROL SETOUT

REF	EASTING	NORTHING	ELEVATION
5007	414375.247	7826453.167	369.495
8004	414517.542	7826466.456	367.923
bj24_p059	414443.853	7826435.986	368.314



SETTING OUT TABLE

POINT	EASTING	NORTHING
1	414467.676	7826579.672
2	414533.907	7826559.874
3	414517.806	7826506.412
4	414451.635	7826526.038

UNDERLEASE AREA PLAN

10m 0m 10m 20m 30m 40m 50m
1:1000 AT A1.

No.	DESCRIPTION	DATE	INT.
B	AMENDED FOR ADMINISTRATIVE APPROVAL	15.10.2008	JTL/SGE
A	ISSUE FOR ADMINISTRATIVE APPROVAL	09.10.2008	JTL/SGE

AMENDMENTS

OPUS QANTEC McWILLIAM
A.B.N. 79 088 342 065
Level 1, 80 Smith Street
Darwin NT 0801
GPO Box 4083 Darwin NT 0801
Telephone: (08) 8981 7600
Facsimile: (08) 8941 1882
E-Mail: darwin@opusqmow.com.au
The Association of Consulting Engineers Australia
N-D8004.87

territory housing

DRAWN	SGE\JTL	CHECKED	JANTOUN
DATE	OCT 2008	DATE	OCT 2008
DESIGNED		CHECKED	
DATE		DATE	
DESIGN PROJECT LEADER		PROJECT OFFICER	
DATE		DATE	

Northern Territory Government
Department of Planning and Infrastructure

TENNANT CREEK
VILLAGE AND SORRY CAMP (271)
INFRASTRUCTURE DESIGN PROJECT FOR TENNANT CREEK URBAN LIVING AREAS
CROWN LEASE PERPETUITY 01192 LOT 1004 TOWN OF TENNANT CREEK (FROM PLAN B 000314)
AND CROWN LEASE IN PERPETUITY 01113 LOT 2057 TOWN OF TENNANT CREEK (FROM PLAN S86/102A)

FILE No.	ASSET No.	SHEET No.	DRAWING No.	AMEND.	SHEET SIZE
-	-	C00.00 OF -	R08-2039	B	A1

Form 32

Section 65

Land Title Act

REGISTRAR-GENERAL'S DIRECTIONS

NORTHERN TERRITORY OF AUSTRALIA

U	**L**	**No:**
S	**L**	**No:**

Commissioner of Taxes use only (NOTE 1)

IMPORTANT NOTICE

Please Note Privacy Statement Overleaf

SUBLEASE

The owner of the lease subleases to the tenant the estate and interest in the land described and the tenant accepts this sublease of the land for the term and at the rent stipulated and subject to the covenants and conditions contained below or on the back of this document and acknowledges the amount payable or other consideration for the lease. (NOTES 2 – 3)

ESTATE AND INTEREST	Lease being subleased: Number:	Special Purpose 0540 Lease, Lot 1271 Town of Tennant Creek from Plan S80/190 (NOTE 4)

Register	Volume	Folio	Location	Lot Description	Plan	Unit
CT	629	846	Town of Tennant Creek	1271	S80/190	

(NOTE 5)

INTEREST BEING SUBLEASED	Part of the Lot being Administrative Lot Numbers 2166(A) and 2183(A) as shaded in red on the plan attached at Annexure A		(NOTE 6)
MARKET RENT UNDER THE SUB-LEASE		GST AMOUNT	(NOTE 7)
OTHER CONSIDERATION (Include Nil or Nominal Rent)	$1	GST AMOUNT $0.09	
OWNER OF THE LEASE	Chief Executive Officer (Housing)		(NOTE 8)
TENANT	Julilakari Council Aboriginal Corporation, PO Box 158, Tennant Creek , NT 0861		(NOTE 9)
TENANCY	Joint Tenants/Tenants in Common (Shareholding)		(NOTE 10)

TERM OF SUBLEASE	Commencing:	Expiring:	Right of Renewal:	
	__/__/2008	__/__/2018	No	(NOTE 11)
CONSENTS				(NOTE 12)

The Common Seal of Julalikari Council Aboriginal Corporation was affixed hereto this day of October 2008 in our presence pursuant to a resolution of the Council passed on the day of 2008

.....

Council Member: (Full name)

.....

Council Member: (Full name)

.....

SIGNED by Chief Executive Officer (Housing)

on (Date) .....

In the presence of:

.....

Qualified Witness:

.....

.....

(NOTE 13)

Registered on ..... At .....

CONSENT OF INTEREST HOLDERS

Instrument type: .....

Instrument No: .....

Name of Parties: .....

.....

I the registered proprietor of the interest shown above consent to the registration of this instrument.

Signed: .....

(Date): .....
In the presence of:

.....

Name of Qualified Witness: .....

Address or Telephone No.: .....

Instrument type: .....

Instrument No: .....

Name of Parties: .....

.....

I the registered proprietor of the interest shown above consent to the registration of this instrument.

Signed: .....

(Date): .....
In the presence of:

.....

Name of Qualified Witness: .....

Address or Telephone No.: .....

COVENANTS

It is hereby covenanted by and between the owner of lease and the tenant as follows;

☐ To comply with the provisions contained in Memorandum of Common Provisions recorded in the Register as LTO No.

☑ The conditions and covenants implied by Sections 117 & 119 *Law of Property Act* shall not apply. (delete one)

☑ To comply with the provisions annexed to this lease.

PRIVACY STATEMENT – LAND REGISTER FORMS

The Registrar-General's Office is authorised by the *Land Title Act* to collect the information on this form for the establishment and maintenance of the Land Register, which is made available for search by any person, anywhere, including through the Internet, upon payment of a fee. The information is regularly provided to other NT Government agencies, the Australian Valuation Office, local governments, the Australian Bureau of Statistics, the Australian Taxation Office or other Commonwealth Agencies as required or authorised by law, and some private sector organisations for conveyancing, local government, valuation, statistical, administrative and other purposes. The Department of Planning and Infrastructure also uses the information to prepare and sell or licence property sales reports to commercial organisations concerned with the development, sale or marketing of property.

Failure to provide the information in full or in part may prevent your application or transaction being completed.

Your personal information provided on this form can be subsequently accessed by you on request. If you have any queries please contact the Deputy Registrar-General on 8999 5318.

SPL Underlease

Tennant Creek Community Living Areas

Chief Executive Officer (Housing) (**Territory Housing**)

Julalikari Council Aboriginal Corporation (**JCAC**)

MinterEllison

LAWYERS

LEVEL 4, 66 SMITH STREET, DARWIN NT 0800
www.minterellison.com

Underlease

Details		3
1.	Defined terms & interpretation	4
2.	Grant of Underlease	5
3.	Conditions	5
4.	Renewal	5
5.	Rates, charges and taxes	6
6.	Utility charges	6
7.	Compliance with Headleases	6
8.	Repairs and maintenance	6
9.	Use of SPL Underlease Area	7
10.	Quiet enjoyment	7
11.	Breach	7
12.	Termination	7
13.	Dispute resolution	7
14.	Holding over	8
15.	Costs of SPL Underlease	8
16.	Notices and other communications	8
17.	Goods and Services Tax	9
18.	Miscellaneous	9
Schedule 1 - SPL Underlease Particulars		11
Signing page		12
Annexure A: Map of Underlease Area		

Details

Date

2008

Parties

Name	**Chief Executive Officer (Housing)**
Short form name	**Territory Housing**
Notice details	1 Briggs Street, Darwin NT 0800 Facsimile: 08 8999 98488 Attention: General Manager

Name	**Julalikari Council Aboriginal Corporation**
Short form name	**JCAC**
Notice details	PO Box 158, Tennant Creek , NT 0861 Facsimile: 08 8962 3236 Attention: General Manager

Background

A Pursuant to the Headleases, the NTA granted leases of the part of the Premises to JHI, and part of the Premises to JCAC.

B JHI and JCAC each has granted, or will grant, a sublease of those parts of the Premises in relation to which they are lessee, to Territory Housing.

C Territory Housing wishes to grant an underlease of the SPL Underlease Area to JCAC, and JCAC wishes to accept the grant of an underlease of the SPL Underlease Area, on the terms of this SPL Underlease.

D Territory Housing also wishes to grant an underlease of the CL Underlease Area to JCAC, and the parties have entered into, or will enter into, a separate underlease (**CL Underlease**) in relation to the CL Underlease Area.

E JHI consents under clause 17.(b) of the Sublease between it and Territory Housing, to Territory Housing granting to JCAC an underlease of those parts of the Premises in relation to which they are lessee.

F The consent of the Minister administering the *Special Purpose Leases Act* is required pursuant to section 6 of the *Special Purpose Leases Act* in order for Territory Housing to grant to JCAC this SPL Underlease.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this Underlease:

Aboriginal has the meaning given in the Act;

Act means the *Aboriginal Land Rights (Northern Territory) Act 1976 (Cth)*;

Business Day means a day that is not a Saturday, Sunday or public holiday in the Northern Territory;

Business Hours means from 9.00am to 5.00pm on a Business Day;

CL Underlease means the underlease referred to in Recital D;

Commencement Date means the date specified in Item 2;

Headlease means each of the leases set out in the middle column of Item 1;

Improvement includes buildings, structures, fixtures, fittings, plant, equipment and material or articles which are erected on or attached to the SPL Underlease Area (including without limitation houses, fences, streetlights, power poles) but does not include Services;

Initial Term means the period specified in Item 3;

JCAC means Julalikari Council Aboriginal Corporation ABN 52 109 391 552 incorporated under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cth)*;

NTA means the Northern Territory of Australia;

Option Period means that period specified in Item 4;

Permitted Use means the uses specified in Item 5;

Premises means the premises described in the right-hand column of Item 1 and includes the Improvements and Services on the Premises;

Rent means $1.00 if demanded;

Services includes:

(a) all utilities and services on or connected to the Premises including water, gas, electricity, lighting, sanitation, drainage, stormwater, computer services, communication and telecommunication systems, oil and any other source or type of energy and fuel and includes all wires, cables, pipes ducts and conduits, tanks, electrical and mechanical plant and all other ancillary or associated parts and accessories; and

(b) all roads and footpaths on the Premises;

SPL Underlease means this underlease;

SPL Underlease Area means the areas shaded in red in the plans in Annexure A and labelled with the following Administrative Lot Numbers 2166(A) and 2183(A), and includes the Improvements and Services on the Underlease Area;

Sublease means the sublease granted to by JHI to Territory Housing, and the sublease granted by JCAC to Territory Housing; and

Term means the Initial Term, the First Option Period and the Second Option Period, unless this Underlease is terminated earlier.

1.2 Interpretation

In this Underlease, unless a contrary intention appears:

(a) a reference to an Item is a reference to an Item in Schedule 1;

(b) a reference to a Schedule is a reference to a Schedule to this Underlease;

(c) words in the singular include the plural and vice versa;

(d) words importing one gender include each of the other genders; and

(e) a reference to a party includes its successors in title.

2. Grant of Underlease

In consideration of the Rent and JCAC's covenants, Territory Housing underleases to JCAC the SPL Underlease Area for the Permitted Use for the Term.

3. Conditions

3.1 Pre-conditions

(a) This Underlease is conditional upon:

(i) JHI, JCAC and Territory Housing entering into the Subleases;

(ii) JCAC and Territory Housing entering into the CL Underlease; and

(iii) the Minister administering the *Crown Lands Act* providing his or her consent pursuant to section 47 of the *Crown Lands Act* in relation to the Subleases and the CL Underlease; and

(iv) the Minister administering the *Special Purpose Lease Act* providing his or her consent pursuant to section 6 of the *Special Purposes Leases Act* in relation to the Subleases and this SPL Underlease;

and the parties must execute this SPL Underlease at the same time as the Subleases and the CL Underlease are executed.

(b) The parties agree that:

(i) each party must use its reasonable endeavours to obtain the consents required under clause 3.1(a); and

(ii) if those consents are not obtained by 31 December 2008, either party may terminate this Sublease by giving written notice to the other party.

3.2 No assignment

JCAC must not assign or transfer, sublet, part with or share the possession of, grant any licence affecting, mortgage, encumber, charge or otherwise deal with or dispose of this SPL Underlease or the SPL Underlease Area.

4. Renewal

The parties:

(a) acknowledge that neither party has an option to renew this SPL Sublease; and

(b) agree that each party must, at the request of the other party, negotiate in good faith whether to renew this SPL Underlease.

5. Rates, charges and taxes

JCAC must pay all rates, charges and taxes in respect of the SPL Underlease Area and any building located upon the SPL Underlease Area.

6. Utility charges

JCAC must pay for all electricity, water and gas consumed or used on the SPL Underlease Area.

7. Compliance with Headleases

All of JHI's and JCAC's covenants and obligations contained in each Headlease and Sublease are incorporated and deemed to be incorporated into this SPL Underlease as if they were specifically set out in this SPL Underlease, and JCAC agrees with Territory Housing in relation to the SPL Underlease Area in and on the same terms conditions and covenants as JHI and JCAC (each as lessee) has covenanted and agreed with the NTA (as lessor).

8. Repairs and maintenance

(a) JCAC is responsible for repairing and maintaining the SPL Underlease Area during the Term and must ensure that the SPL Underlease Area (including Improvements and all outside and open areas) are kept:

(i) clean;

(ii) neat and tidy in appearance;

(iii) in a state of reasonable repair; and

(iv) clear of graffiti and litter.

(b) Territory Housing and any person authorised by Territory Housing may at all reasonable times enter the SPL Underlease Area and view its condition and state of repair, and if Territory Housing considers that there is any defect or damage which the JCAC is obliged to repair, Territory Housing may notify JCAC of the defect or damage and require JCAC to repair it within a reasonable time.

(c) If JCAC does not fulfil its obligations under clause 8(a) or (b), Territory Housing may (without any obligation to do so) undertake such repairs and maintenance and recover the cost of doing so from JCAC.

(d) Territory Housing may on reasonable notice enter onto the SPL Underlease Area, to construct, demolish, upgrade, extend, refurbish, or do any other act or thing in relation to all Improvements and Services on the Premises, and in relation to the Premises generally.

(e) Territory Housing will not exercise its right under clause 8(d), unless it considers it reasonable for the purposes of ensuring:

(i) that nothing in or on the SPL Underlease Area infringes, or otherwise adversely impacts on its occupation of the Premises;

(ii) the SPL Underlease Area is maintained in manner and up to a standards that is appropriate for the Permitted Use that relate to that particular SPL Underlease Area; and

(iii) the safety of any person.

(f) For the purposes of Territory Housing exercising its right under clause 8(d), in relation to the SPL Underlease Areas that are marked 'C' (ceremonial and traditional Aboriginal purposes), and without limiting Territory Housing's right of entry under that clause, Territory Housing agrees to observe JCAC's reasonable requirements that assist Territory Housing to demonstrate respect for aboriginal cultural practices and beliefs, except in the case of emergency.

9. Use of SPL Underlease Area

JCAC must not use the SPL Underlease Area for any purpose other than the Permitted Use without the written consent of Territory Housing.

10. Quiet enjoyment

Territory Housing covenants with JCAC that JCAC may peaceably hold and enjoy the SPL Underlease Area during the Term without any interruption or disturbance from Territory Housing or any person lawfully claiming through or under Territory Housing.

11. Breach

If:

(a) JCAC breaches any of its obligations under the CL Underlease; and

(b) an equivalent obligation is imposed on JCAC under this SPL Underlease,

then JCAC is deemed to have breached that equivalent obligation under this SPL Underlease.

12. Termination

(a) If JCAC breaches any of its obligations under this SPL Underlease, Territory Housing may terminate this SPL Underlease if:

(i) it provides JCAC with written notice detailing the alleged breach; and

(ii) JCAC does not remedy the breach within 30 days of receipt of that notice.

(b) If the CL Underlease terminates for any reason, this SPL Underlease automatically terminates on the same day.

(c) If Crown Lease Term 01142 and Special Purpose Lease 0540 are consolidated to create a new Crown Lease in Perpetuity, the parties must do all things necessary to ensure that the rights granted to JCAC under this SPL Underlease continue under the new Crown Lease in Perpetuity.

13. Dispute resolution

(a) The parties agree that a dispute arising under this SPL Underlease will be dealt with as follows:

(i) the party claiming that there is a dispute will give the other party a notice setting out the nature of the dispute;

(ii) within 7 Business Days after receipt of that notice each party will seek to negotiate a resolution, with the representatives of each party being the people with day-to-day responsibility of the relevant issue;

(iii) failing settlement within 14 Business Days, CEO of Territory Housing and the General Manager of JCAC will try to settle the dispute by direct negotiation between them;

(iv) failing settlement within a further 14 Business Days, the parties may agree to refer the dispute to mediation;

(v) the parties will cooperate fully with any process instigated under this clause in order to achieve a speedy resolution; and

(vi) if a resolution is not reached through mediation within a further 28 Business Days, either party may commence legal proceedings or exercise any other rights it may have under or in respect of this SPL Underlease.

(b) Each party will bear its own costs of complying with this clause 12(a), and the parties must bear equally the cost of any third person engaged under clause 13(a)(iv).

(c) Clause 12(a) does not apply to legal proceedings by either party seeking urgent interlocutory relief.

14. Holding over

Where JCAC continues in occupation of the SPL Underlease Area after the expiration of the Term without any demand for possession having been made by Territory Housing, JCAC is deemed to be holding the SPL Underlease Area under a monthly tenancy determinable at any time upon 30 day's notice (which notice may expire at any time) being given by either party to the other, at the same Rent and upon and subject to the same terms as are contained in this SPL Underlease so far as they can be applied to a monthly tenancy.

15. Costs of SPL Underlease

(a) Each party must each bear their own costs of and incidental to the negotiation, settlement, preparation and execution of this SPL Underlease.

(b) Territory Housing will pay any costs associated with stamp duty, registration, planning approval and all other necessary consents and survey in respect of or in connection with this SPL Underlease.

16. Notices and other communications

16.1 Service of notices

A notice, demand, consent, approval or communication under this SPL Underlease (**Notice**) must be:

(a) in writing, in English and signed by a person duly authorised by the sender; and

(b) hand delivered or sent by prepaid post or facsimile to the recipient's address for Notices specified in the Details, as varied by any Notice given by the recipient to the sender.

16.2 Effective on receipt

A Notice given in accordance with clause 16.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

(a) if hand delivered, on delivery;

(b) if sent by prepaid post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia);

(c) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the entire Notice unless, within eight Business Hours after the transmission, the recipient informs the sender that it has not received the entire Notice,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

17. Goods and Services Tax

(a) For the purposes of this clause:

(i) GST Act means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and

(ii) adjustment event, adjustment note, GST, input tax credit and taxable supply have the meanings given to those terms in the GST Act.

(b) Unless otherwise stated, all amounts payable by one party to the other party under this SPL Underlease are exclusive of GST.

(c) A recipient of a taxable supply made under this SPL Underlease must pay to the supplier an amount equivalent to any GST paid or payable by the supplier in respect of the taxable supply, subject to the supplier issuing a valid tax invoice in accordance with the GST Act to the recipient.

(d) A party's obligation to reimburse the other party for an amount paid or payable to a third party includes GST on the amount paid or payable to the third party, except to the extent that the party being reimbursed is entitled to claim an input tax credit for that GST.

(e) Each party must issue an adjustment note to the other party as soon as it becomes aware of an adjustment event relating to a taxable supply by it under this SPL Underlease.

18. Miscellaneous

(a) This SPL Underlease may be executed by the parties in any number of counterparts and all counterparts taken together will constitute one instrument.

(b) Any term of this SPL Underlease which is not applicable to the SPL Underlease Area or which is repugnant to the general interpretation of this SPL Underlease or which is invalid unlawful void or unenforceable shall be capable of severance without affecting any of the other terms of this SPL Underlease.

(c) Without limiting clause 18(b), if any of the Headleases terminates (including expires) during the Term, then:

(i) that part of the SPL Underlease Area relating to that Headlease is excised from the SPL Underlease Area;

(ii) that excision has no effect on the remaining parts of the SPL Underlease Area;

(iii) the parties must do all things necessary, including varying this SPL Underlease and signing any other documents, to reflect that this SPL Underlease continues in respect of the remaining parts of the SPL Underlease Area.

(d) JCAC consents to Territory Housing completing or amending any Land Title Office panel form which may be required to register this SPL Underlease, or any amendment to this SPL Underlease contemplated in this SPL Underlease, from time to time. JCAC agrees to sign such documents as may be necessary to achieve this.

(e) This SPL Underlease shall not create any relationship between JCAC and Territory Housing other than the relationship of underlessor and underlessee.

Schedule 1 - SPL Underlease Particulars

1.	**Premises**	Headlease	Premises
		1. Crown Lease in Perpetuity 01103	1. Lot 2051 Town of Tennant Creek from plan S 86/060 (Kargaru)
		2. Crown Lease in Perpetuity 01114	2. Lot 2055 Town of Tennant Creek from plan S 86/102B (Marla Marla)
		3. Crown Lease in Perpetuity 01191	3. Lot 1273 Town of Tennant Creek from plan S 74/062A (Munji-Marla)
		4. Crown Lease in Perpetuity 01192	4. Lot 1004 Town of Tennant Creek from plan B 000314 (The Village)
		5. Crown Lease in Perpetuity 01122	5. Lot 2065 Town of Tennant Creek from plan S 88/37 (Tinkarli)
		6. Crown Lease in Perpetuity 01113	6. Lot 2057 Town of Tennant Creek from plan S 86/102A (Village Camp)
		7. Crown Lease in Perpetuity 01123	7. Lot 2066 Town of Tennant Creek from plan S 88/37 (Wuppa)
		8. Special Purpose Lease 0540	8. Lot 1271 Town of Tennant Creek from plan S 80/190 (Ngalpa Ngalpa)
		9. Crown Lease Term 01142	9. Lot 2125 Town of Tennant Creek from plan S96/271
		* The Headlease and Premises with corresponding numbers are the same parcel of land.	
2.	**Commencement Date**	The day on which the Minister provides his or her consent under clause 3.1(a) of this SPL Underlease.	
3.	**Term of Underlease**	10 years commencing on the Commencement Date	
4.	**Option Periods**	Nil	
5.	**Permitted Use**	For those areas on the plan marked A, community buildings and spaces. For those areas on the plan marked B, child care centres. For those areas on the plan marked C, ceremonial and traditional Aboriginal purposes.	

Signing page

EXECUTED as an agreement.

Signed by **Chief Executive Officer (Housing)** in the presence of

Signature of witness ←

Name of witness (print)

Signature of Chief Executive Officer (Housing) ←

Name of Chief Executive Officer (Housing) (print)

The Common Seal of **Julalikari Council Aboriginal Corporation** was affixed hereto this day of October 2008 in our presence pursuant to a resolution of the Council passed on the day of 2008:

Council Member ←

Name of Council Member

Council Member ←

Name of Council Member

Annexure A

Map of SPL Underlease Area

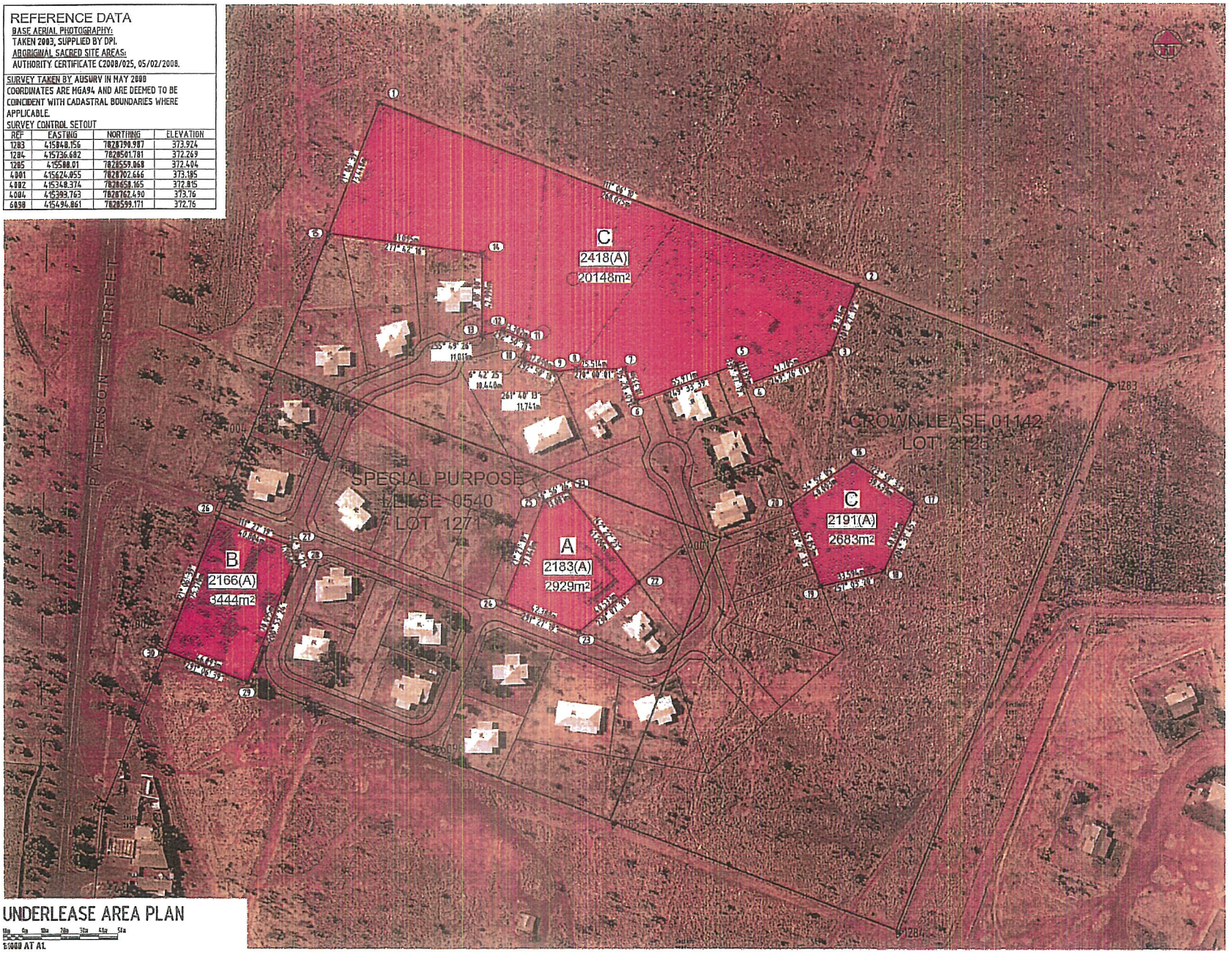
REFERENCE DATA

BASE AERIAL PHOTOGRAPHY:
TAKEN 2003, SUPPLIED BY DPI.
ABORIGINAL SACRED SITE AREAS:
AUTHORITY CERTIFICATE C2008/025, 05/02/2008.

SURVEY TAKEN BY AUSURV IN MAY 2008
COORDINATES ARE MGA94 AND ARE DEEMED TO BE COINCIDENT WITH CADASTRAL BOUNDARIES WHERE APPLICABLE.

SURVEY CONTROL SETOUT

REF	EASTING	NORTHING	ELEVATION
1283	415848.156	7828390.987	373.924
1284	415736.682	7828501.781	372.269
1285	415580.01	7828559.868	372.404
4001	415624.955	7828702.666	373.195
4002	415348.374	7828658.165	372.815
4004	415383.763	7828762.490	373.76
6038	415496.861	7828599.171	372.76



UNDERLEASE AREA PLAN

1:1000 AT A1

SETTING OUT TABLE

POINT	EASTING	NORTHING
1	415464.980	7828940.000
2	415714.950	7828043.500
3	415700.935	7828007.839
4	415656.270	7828791.081
5	415652.115	7828802.167
6	415599.663	7828782.679
7	415593.407	7828799.852
8	415567.893	7828799.852
9	415556.275	7828798.151
10	415540.525	7828804.784
11	415541.744	7828815.153
12	415529.485	7828829.316
13	415518.809	7828817.619
14	415518.809	7828860.618
15	415438.446	7828871.481
16	415712.791	7828758.654
17	415745.491	7828728.604
18	415728.884	7828692.214
19	415696.143	7828684.689
20	415680.054	7828727.619
21	415563.492	7828735.044
22	415600.856	7828686.593
23	415569.751	7828668.603
24	415530.300	7828676.108
25	415551.457	7828729.940
26	415380.372	7828721.863
27	415418.348	7828786.138
28	415421.219	7828699.638
29	415396.225	7828634.150
30	415353.226	7828650.751

No.	DESCRIPTION	DATE	INIT.
A	ISSUE FOR ADMINISTRATIVE APPPROVAL	04.12.2008	JTL/SGE

AMENDMENTS

OPUS QANTEC McWILLIAM
A.B.N. 78 009 342 008
Level 1, 60 Smith Street
Darwin NT 0800
GPO Box 4003 Darwin NT 0801
Telephone: (08) 8981 2300
Facsimile: (08) 8941 1081
E-Mail: darwin@qmcpl.com.au

territory housing

DRAWN	SGE/JTL	CHECKED	J.ANTOUN
DATE	OCT 2008	DATE	OCT 2008
DESIGNED		CHECKED	
DATE		DATE	
DESIGN PROJECT LEADER		PROJECT OFFICER	
DATE		DATE	

Northern Territory Government
Department of Planning and Infrastructure

TENNANT CREEK
NGALPA NGALPA (246)
INFRASTRUCTURE DESIGN PROJECT FOR TENNANT CREEK URBAN LIVING AREAS
SPECIAL PURPOSE LEASE 0540 LOT 1271 TOWN OF TENNANT CREEK (FROM PLAN S 90/190)
AND CROWN LEASE TERM 01142 LOT 2125 TOWN OF TENNANT CREEK (FROM PLAN S 96/271)

FILE No.	ASSET No.	SHEET No.	DRAWING No.	AMEND.	SHEET SIZE
-	-	- OF -	R08-2036	A	A1

284563

Lodged at the Registrar General's Office

on 16/4/93 at 11:25:15

by Lot A/S

Duplicate title to Lot A/S.

NORTHERN TERRITORY OF AUSTRALIA

284563

NOTICE OF A RIGHT TO A GRANT OF AN INTEREST

The Minister, under the Crown Lands Act, lodges with the Registrar-General details of the means by which the right of a grant of an interest in land arose for the purpose of creating a folio in the register

	Location	Parcel	Area	Plan
Land	Tennant Creek	Lot 2055	19.47 Hectares	S86/102B

Details of the Interest	Crown Lease Perpetual No.1114
Commencing	6 April 1993
Expiring	In Perpetuity
Person who possesses the right to a grant	Name: Julalikari Housing Incorporated Address: PO Box 158, Tennant Creek,NT 0861.
Means by which the right to grant arose	Section 9(1), 10(1) and Section 12(3) *Crown Lands Act*

Provisions

1. This lease is granted under and subject to the Act and the Regulations for the time being in force thereunder, and is conditional upon compliance by the Lessee with the covenants and conditions to be complied with by the Lessee, and will, subject to the Act and the Regulations, be liable to be determined and forfeited for non-compliance with any such covenant or condition.

2. The Lessee may at any time surrender the lease in the manner prescribed under the Act.

3. For the purposes of sections 58 and 59 of the Act the Lessee agrees that the Minister may at his absolute discretion determine the Lessee's rights in improvements and whether compensation is payable for improvements following surrender, expiry, termination or forfeiture of this lease.

Lease conditions

1. The lease purpose is Aboriginal Residential Complex and Ancillary.

2. The Lessee will pay rates and taxes which may at any time become due in respect of the leased land.

3. The Lessee will at all times maintain and repair and keep in repair all buildings and improvements on the leased land all to the satisfaction of the Minister.

4. The Lessee will comply with any Planning Instrument affecting the land.

Viewed at 11:11:47 on 01/11/2016 by 32GPL.

5. The Lessee will maintain landscaping of the whole of the front boundary (driveways excepted) of the leased land with suitable vegetation which will provide a screen at least 2 metres high.

6. All electrical and water reticulation plus sewerage will conform at all times with the appropriate by-laws, standards and specifications of the Power and Water Authority.

7. That the leased land will be dust suppressed and adequately drained for stormwater, all such drainage will conform at all times with the appropriate by-laws, standards and specifications of the Department of Transport and Works and the Town Engineer, Tennant Creek Town Council.

Reservations, Covenants and Encumbrances — All reservations and rights to which this grant is made subject by the Crown Lands Act.

Easements — Sewerage easement required by the Power & Water Authority.

..... Delegate of the Minister

8/6/1993 Registered on

12.39 at

Signed by on(Date) 5TH APRIL 1993

W. Glenbury. Witness

JOHN WHITING.

FORM 44 Section 191B

NORTHERN TERRITORY OF AUSTRALIA

R No. 364701

LODGED AT THE REGISTRAR-GENERAL'S OFFICE

ON 26/11/96	AT 11:35:52
BY Office of Business Affairs	CORRECTION TO .....
FEE	RECEIPT .....

MEMORANDUM FOR PURPOSES OF STATUTORY RESTRICTIONS NOTICE

Notice is given that dealing with or use or occupation of the land described is restricted by virtue of the statutory authority and to the extent as specified below and the applicant requests that the restriction be recorded in the Register.

LAND	Register	Volume	Folio	Location	Parcel	Plan	Unit
	CT ~~CUGL~~	312	089	TENNANT CREEK	LOT 2055	S86/102B	

STATUTORY AUTHORITY IMPOSING THE RESTRICTION	Section 26A *Associations Incorporation Act*	Date:

EXTENT OR NATURE OF RESTRICTION	Prescribed Property

SIGNED by **BARBARA VIVIEN BRADSHAW**, Delegate of the Attorney-General for the **NORTHERN TERRITORY OF AUSTRALIA** this 19 day of November 1996 in the presence of:

.....
Witness

Robert John Chamberlain
Commissioner for Oaths
C/- Northern Territory
Attorney-General's Department

26/11/96 Registered on

11:50 At

Correct for the purposes of the *Real Property Act*. A Practitioner of the Supreme Court of the Northern Territory of Australia

Our Ref:LC96 0515/C9601803

C9601803.DOC

364701

25|11|96

DEALING LODGEMENT FORM

A310

LANDS TITLES OFFICE
Nichols Place
G.P.O. Box 3021
DARWIN, N.T. 0801

CENTREPOINT BUILDING
P.O. Box 8043
ALICE SPRINGS
N.T. 0871

(A) Name and Address of Lodging Party

OFFICE OF BUSINESS AFFAIRS

No.	(B) Description of Instrument or Document	Registered Number	Fee
1	RESTRICTION NOTICE	364 701	

To lodge documents for registration
1. Complete panel (A) to (D)
2. Present documents in the sequence listed.

(C) Titles, crown leases, duplicate instruments and other documents lodged with the above dealings:

1. NO TITLE LODGED
2.

NOTES: Duplicate titles and instruments will be returned to the lodging party unless otherwise instructed in panel (D) below.
Additional fees are payable for documents lodged with the above dealings:

(D) Delivery instructions for documents not to be returned to lodging party:

Cheque No.....	SUB - TOTAL	
Cash.....	CERTIFIED MAIL	
Other.....	**TOTAL**	NIL

CODE 1 =

CODE 11 =

CODE 9 =

Government Printer of the Northern Territory 36-33

[redacted]

[redacted]

DEALING LODGEMENT FORM

LANDS TITLES OFFICE
Nichols Place
G.P.O. Box 3021
DARWIN, N.T. 0801

CENTREPOINT BUILDING
P.O. Box 8043
ALICE SPRINGS
N.T. 0871

(A) Name and Address of Lodging Party

OFFICE OF [illegible]

No.	(B) Description of Instrument or Document	Registered Number	Fee
1	RESTRICTION NOTICE	364701	

To lodge documents for registration
1. Complete panel (A) to (D)
2. Present documents in the sequence listed.

(C) Titles, crown leases, duplicate instruments and other documents lodged with the above dealings:

1. NO TITLE LODGED

NOTES: Duplicate titles and instruments will be returned to the lodging party unless otherwise instructed in panel (D) below.
Additional fees are payable for documents lodged with the above dealings:

(D) Delivery instructions for documents not to be returned to lodging party:

Cheque No.....	SUB - TOTAL	
Cash.....	CERTIFIED MAIL	
Other.....	**TOTAL**	NIL

CODE 1 =
CODE 11 =
CODE 9 =

Government Printer of the Northern Territory 36-33

[redacted]

[redacted]

Date Registered: 08/06/1993 **Volume** 312 **Folio** 089
Duplicate Certificate as to Title issued? Yes

SEARCH CERTIFICATE

CROWN LEASE IN PERPETUITY 01114

Lot 2055 Town of Tennant Creek from plan(s) S 86/102B
Area under title is 19 hectares 4700 square metres

Owner:
Julalikari Housing Incorporated
of C/- Public Officer, PO Box 158, Tennant Creek NT 0861

Registered Date	Dealing Number	Description
		Previous title is **Register Book**CUCL **Volume** 201 **Folio** 001
26/11/1996	364701	Statutory Notice - Prescribed Property
08/06/1993	284563	Notice of a Right to a Grant of Interest

End of Dealings

IMPORTANT MESSAGE: This title information is compiled from the paper register and may be incomplete. Please refer to the scanned image of the paper title for further details. Contact Land Titles Office staff for assistance.

Commencement Date: 6th April, 1993

Expiring Date: In Perpetuity

Reservations:

All reservations and rights to which this grant is made subject by the Crown Lands Act.

Provisions

1. This lease is granted under and subject to the Crown Lands Act and the Regulations for the time being in force thereunder, and is conditional upon compliance by the Lessee with the covenants and conditions to be complied with by the Lessee, and will, subject to the Act and the Regulations, be liable to be determined and forfeited for non-compliance with any such covenant or condition.

2. The Lessee may at any time surrender the lease in the manner prescribed under the Crown Lands Act.

3. For the purposes of sections 58 and 59 of the Crown Lands Act the Lessee agrees that the Minister may at his absolute discretion determine the Lessee's rights in improvements and whether compensation is payable for improvements following surrender, expiry, termination or forfeiture of this lease.

Lease Conditions

1. The lease purpose is Aboriginal Residential Complex and Ancillary.

2. The Lessee will pay rates and taxes which may at any time become due in respect of the leased land.

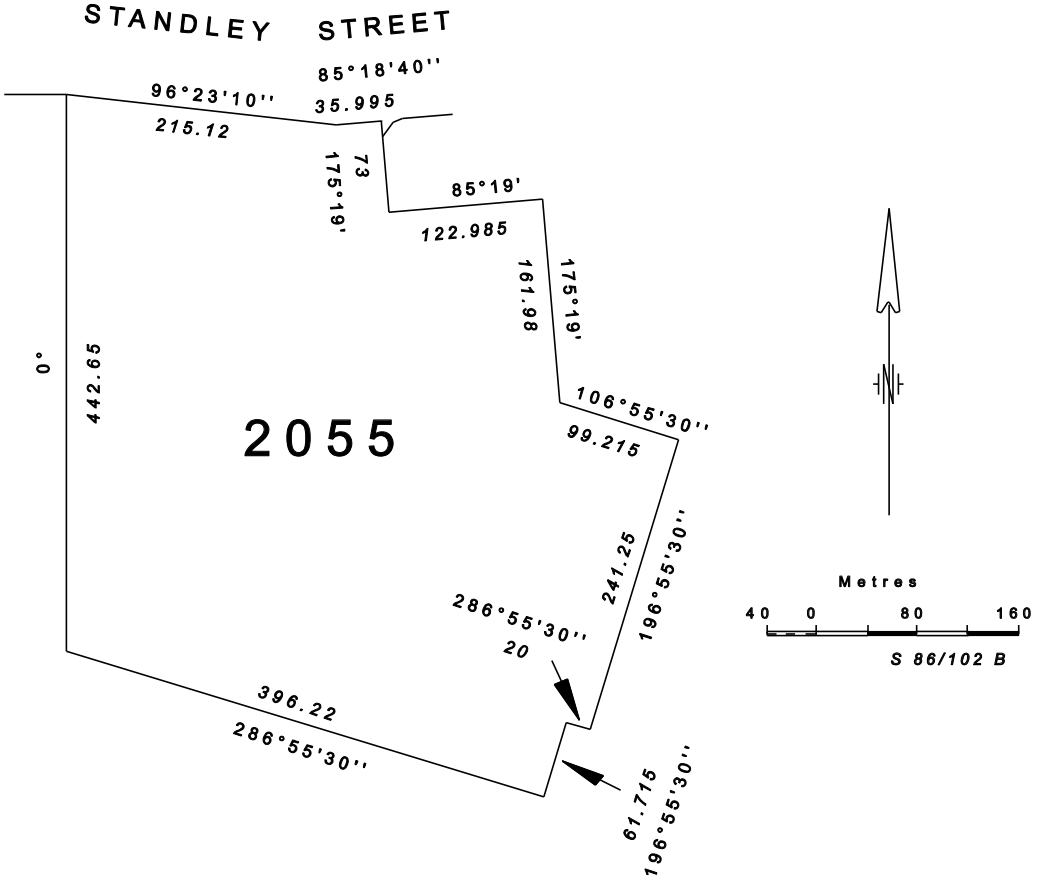
3. The Lessee will at all times maintain and repair and keep in repair all buildings and improvements on the leased land all to the satisfaction of the Minister.

4. The Lessee will comply with any Planning Instrument affecting the land.

5. The Lessee will maintain landscaping of the whole of the front boundary (driveways excepted) of the leased land with suitable vegetation which will provide a screen at least 2 metres high.

6. All electrical and water reticulation plus sewerage will conform at all times with the appropriate by-laws, standards and specifications of the Power and Water Authority.

7. That the leased land will be dust suppressed and adequately drained for stormwater, all such drainage will conform at all times with the appropriate by-laws, standards and specifications of the Department of Transport and Works and the Town Engineer, Tennant Creek Town Council.



Date Registered: 08/06/1993 **Volume** 312 **Folio** 089
Duplicate Certificate as to Title issued? Yes

NORTHERN TERRITORY OF AUSTRALIA

Record of Administrative Interests and Information

Record of Administrative Interests and Information
The information contained in this record of Administrative Interests only relates to the below parcel reference.

Parcel Reference: Lot 02055 Town of Tennant Creek plan(s) S 86/102B

(See section 38 of the Land Title Act)

Note: The Record of Administrative Interests and Information is not part of the Land Register and is not guaranteed by the Northern Territory of Australia, and the NT Government accepts no Liability for any omission, misstatement or inaccuracy contained in this statement.

Registrar General

Government Land Register
(none found)

Custodian - Registrar General (+61 8 8999 6252)

Current Title
CUFT 312 089 (order 1)

Tenure Type
CROWN LEASE IN PERPETUITY 1114

Tenure Status
Current

Area Under Title
19 hectares 4700 square metres

Owners
Julalikari Housing Incorporated
C/- Public Officer, PO Box 158, Tennant Creek NT 0861

Easements
(none found)

Scheme Name
(none found)

Scheme Body Corporate Name
(none found)

Reserved Name(s)
(none found)

Unit Entitlements
(none found)

Transfers
(none found)

Tenure Comments
(none found)

Historic Titles
CUCL 201 001 (order 1)
CUCL 201 001 (order 2)
Visit the website http://www.nt.gov.au/justice/bdm/land_title_office/

Custodian - Surveyor General (+61 8 8995 5362)

Address
87 STANDLEY ST, TENNANT CREEK

Survey Plan
S 86/102B

Survey Status
Approved

Parcel Status
CURRENT

Parcel Area
19 hectares, 4700 square metres

Map Reference
(none found)

Parent Parcels
Lot 00987 Town of Tennant Creek plan(s) A 000814
Lot 00988 Town of Tennant Creek plan(s) A 000814
Lot 01005 Town of Tennant Creek plan(s) S 82/012

Parcel Comments
SUBDN TO FORM LOT 2055 VIDE S86/102. NOTICE OF DETERM OF A CL(T) GRANTED TO JULALIKARI COUNCIL INC. FOR ABORIGINAL RESIDENTIAL COMPLEX & ANCILLARY (DUMP CAMP-MARLA MARLA) VIDE NTG G16 22/4/87. SEE S2008/30 LOTS 2328(A) TO 2367(A)TO 2327(A)ALLOCATION OF ADMIN PARCELS AT MARLA MARLA TOWN CAMP LOTS 2055 AND 2056 TENNANT CREEK

Survey Comments
SURVEY ON PLANS A - B.

Proposed Easements
(none found)

Municipality
BARKLY SHIRE

Region
BARKLY

Custodian - Valuer General (+61 8 8943 9193)

Owner's Last Known Address
Department of Housing, PROPERTY RATES OFFICER, GPO BOX 4621, DARWIN NT 0801

Parcels in Valuation
Lot 02055 Town of Tennant Creek

Unimproved Capital Value
$150,000 on 01/07/2015
$149,000 on 01/07/2012
$115,000 on 01/07/2010
$54,000 on 01/07/2004
$64,000 on 01/07/2001
$64,000 on 01/07/1998
$60,000 on 01/07/1995
$80,000 on 01/07/1992
$55,000 on 01/01/1990
$50,000 on 01/01/1987

Valuation Improvements
01/02/1996 House x 12
15/09/1988 Residential other
Improvement type(ABOR ING)

Custodian - Property Purchasing (+61 8 8999 6631)

Acquisitions
(none found)

Custodian - Building Advisory Service (+61 8 8999 8965)

Building Control Areas

BBTEN001 - Building Control Area	TENNANT CREEK BUILDING AREA

Building Permits

Application Number:	2 of 9
Description:	4 DWELLINGS
Number of Residental Units:	0
Australian Bureau of Statistics Type:	(none found)
Building Class:	House
Area:	432 square metres
Certification:	House - Full Code - *issued on* 23/12/1988

Visit the website http://www.nt.gov.au/building/

Custodian - Town Planning and Development Assessment Services (+61 8 8999 6046)

Planning Scheme Zone
CL (Community Living)

Interim Development Control Orders
(none found)

Planning Notes
(none found)

Planning Applications

File Number
PA1990/0213

Type
Development

Date Received
26/04/1990

Application Purpose
COMMUNITY FACILITY THIS SITE IS ON STANDLEY STREET

Application Status
Approved

Other Affected Parcels
(none found)

Instrument Signed
28/05/1990

Instrument Number
DV3823

Instrument Issued
Signed

Instrument Status
Completed

File Number
PA1986/0474

Type
Planning Scheme Amendment

Date Received
24/07/1986

Application Purpose
VCL TO S2 THIS SITE IS ON STANDLEY STREET

Application Status
Completed

Other Affected Parcels
Lot 02056 Town of Tennant Creek
Lot 02057 Town of Tennant Creek

Instrument Signed

Instrument Number

Instrument Issued
Not Complete

Instrument Status
Completed

Custodian - Power and Water Corporation (1800 245 092)

Meters on Parcel

Power Water - Electricity	7
Power Water - Water	2

For Account balances, contact the Power and Water Corporation.

Custodian - Pool Fencing Unit (+61 8 8924 3641)

Swimming Pool/Spa Status

(none found)

For more information, contact the Pool Fencing Unit (+61 8 8924 3641).

Custodian - Mines and Energy (+61 8 8999 5322)

For information on possible Exploration Licences, contact Mines & Energy or visit the website http://www.nt.gov.au/d/Minerals_Energy/

For information on possible Petroleum Titles, contact Mines & Energy for further details.

Custodian - NT Environment Protection Authority (+61 8 8924 4218)

Results of site contamination assessment

(none found)

For further information contact Environment Protection Authority or visit the website https://ntepa.nt.gov.au/waste-pollution/contaminated-land

Custodian - Heritage Branch (+61 8 8999 5039)

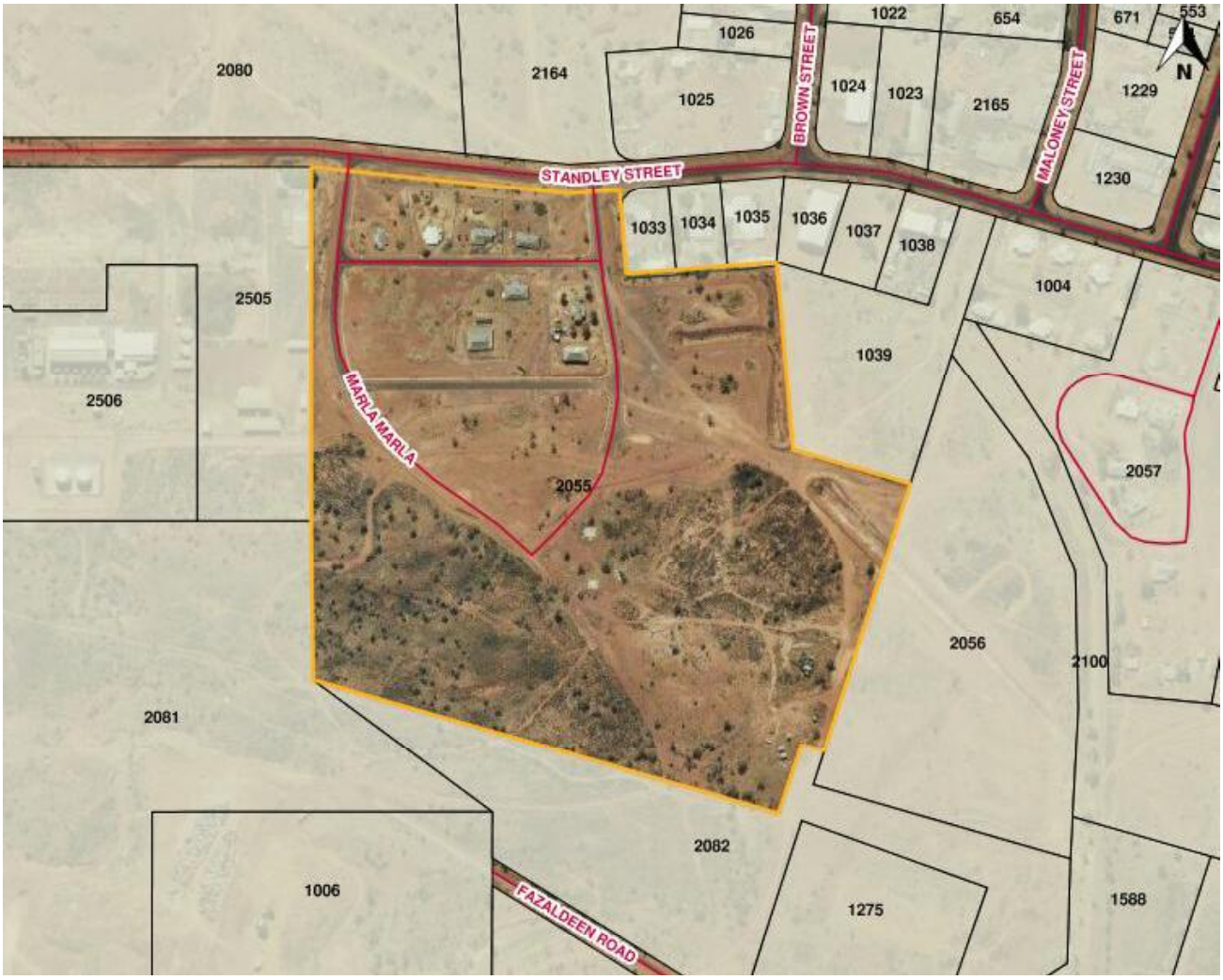
Heritage Listing:

(none found)

For further information on heritage places contact Heritage Branch or visit the website http://www.dlpe.nt.gov.au/heritage

Other Interests

For Account balances, contact Barkly Shire Council


2080
2164
1026
1025
1022
654
671
553
BROWN STREET
1024
1023
2165
MALONEY STREET
1229
N
STANDLEY STREET
1230
1033
1034
1035
1036
1037
1038
1004
2505
1039
2506
MARLA MARLA
2055
2057
2056
2100
2081
2082
1006
FAZALDEEN ROAD
1275
1588

Kargaru

Form 32

Section 65

Land Title Act
REGISTRAR-GENERAL'S DIRECTIONS

NORTHERN TERRITORY OF AUSTRALIA

U	**L**	**No:**
S	**L**	**No:**

Kara Masters
Executive Assistant

IMPORTANT NOTICE

Please Note Privacy Statement Overleaf

Commissioner of Taxes use only (NOTE 1)

SUBLEASE

The owner of the lease subleases to the tenant the estate and interest in the land described and the tenant accepts this sublease of the land for the term and at the rent stipulated and subject to the covenants and conditions contained below or on the back of this document and acknowledges the amount payable or other consideration for the lease. (NOTES 2 – 3)

ESTATE AND INTEREST

Lease being subleased: Each Lease listed in the right hand column of Item 1, Part A of Schedule 1
Number:

(NOTE 4)

Register	Volume	Folio	Location	Lot Description	Plan	Unit
CT	501	041	Town of Tennant Creek	2051	S86/060	
CT	312	089	Town of Tennant Creek	2055	S86/102B	
CT	639	012	Town of Tennant Creek	1273	S74/062A	
CT	639	014	Town of Tennant Creek	1004	B000314	
CT	371	160	Town of Tennant Creek	2065	S88/37	
CT	311	019	Town of Tennant Creek	2057	S86/102A	
CT	371	161	Town of Tennant Creek	2066	S88/37	
CT	629	846	Town of Tennant Creek	1271	S80/190	

(NOTE 5)

INTEREST BEING SUBLEASED: The whole of the land. (NOTE 6)

MARKET RENT UNDER THE SUB-LEASE: GST AMOUNT (NOTE 7)

OTHER CONSIDERATION (Include Nil or Nominal Rent): $1 GST AMOUNT $0.09

OWNER OF THE LEASE: Julalikari Housing Incorporated (NOTE 8)

TENANT: Chief Executive Officer (Housing), 1 Briggs Street, Darwin NT 0800 (NOTE 9)

TENANCY: Joint Tenants/Tenants in Common (Shareholding) (NOTE 10)

TERM OF SUBLEASE

Commencing:	Expiring:	Right of Renewal:
___/___2008	___/___2028	Yes

(NOTE 11)

Registered on ..... At .....

CONSENTS (NOTE 12)

The Common Seal of Julalikari Housing Incorporated was affixed hereto this 20th day of October 2008 in our presence pursuant to a resolution of the Council passed on the 20th day of October 2008

JULALIKARI HOUSING INCORPORATED COMMON SEAL NT 223

Geoffrey Shannon x Geoffrey Shannon
Council Member: (Full name)

x GINA MAREE SMITH
Council Member: (Full name)

SIGNED by Chief Executive Officer (Housing)
on (Date) 27 OCT 2008
In the presence of:
Kara Maclean
Qualified Witness:
Kara Maclean
Executive Assistant

(NOTE 13)

CONSENT OF INTEREST HOLDERS

Instrument type: .....

Instrument No: .....

Name of Parties: .....

.....

I the registered proprietor of the interest shown above consent to the registration of this instrument.

Signed: .....

(Date): .....
In the presence of:

.....

Name of Qualified Witness: .....

Address or Telephone No.: .....

Instrument type: .....

Instrument No: .....

Name of Parties: .....

.....

I the registered proprietor of the interest shown above consent to the registration of this instrument.

Signed: .....

(Date): .....
In the presence of:

.....

Name of Qualified Witness: .....

Address or Telephone No.: .....

COVENANTS

It is hereby covenanted by and between the owner of lease and the tenant as follows;

☐ To comply with the provisions contained in Memorandum of Common Provisions recorded in the Register as LTO No.
☑ The conditions and covenants implied by Sections 117 & 119 *Law of Property Act* shall not apply. (delete one)
☑ To comply with the provisions annexed to this lease.

PRIVACY STATEMENT – LAND REGISTER FORMS

The Registrar-General's Office is authorised by the *Land Title Act* to collect the information on this form for the establishment and maintenance of the Land Register, which is made available for search by any person, anywhere, including through the Internet, upon payment of a fee. The information is regularly provided to other NT Government agencies, the Australian Valuation Office, local governments, the Australian Bureau of Statistics, the Australian Taxation Office or other Commonwealth Agencies as required or authorised by law, and some private sector organisations for conveyancing, local government, valuation, statistical, administrative and other purposes. The Department of Planning and Infrastructure also uses the information to prepare and sell or licence property sales reports to commercial organisations concerned with the development, sale or marketing of property.

Failure to provide the information in full or in part may prevent your application or transaction being completed.

Your personal information provided on this form can be subsequently accessed by you on request. If you have any queries please contact the Deputy Registrar-General on 8999 5318.

Sublease

Tennant Creek Community Living Areas

Chief Executive Officer (Housing) (**Territory Housing**)

Julalikari Housing Incorporated (**JHI**)

MinterEllison

LAWYERS

LEVEL 4, 66 SMITH STREET, DARWIN NT 0800
TEL: +61 8 8901 5900 FAX: +61 8 8901 5901
www.minterellison.com

Sublease

Details	**4**
1. Defined terms & interpretation	**5**
2. Grant of Sublease	**6**
3. Consent	**6**
4. Assignment	**7**
5. Options	**7**
6. Rates, charges and taxes	**7**
7. Utility charges	**8**
8. Compliance with Headleases	**8**
9. Maintenance and transfer of ownership of Improvements	**8**
10. Services	**8**
11. Construction of Infrastructure and Services	**9**
12. Residential housing purchases	**9**
13. Use of Premises	**9**
14. Quiet enjoyment	**9**
15. Termination	**9**
16. Change of Definition of 'Premises'	**10**
17. Underlease	**11**
18. Dispute resolution	**11**
19. Holding over	**11**
20. Costs of Sublease	**11**
21. Notices and other communications	**12**

22. Goods and Services Tax 12

23. Miscellaneous 13

Schedule 1 - Sublease Particulars 14

Signing page 17

Annexure A: Underlease

Details

Date

2008

Parties

Name	**Chief Executive Officer (Housing)**
Short form name	**Territory Housing**
Notice details	1 Briggs Street, Darwin NT 0800 Facsimile: 08 8999 98488 Attention: General Manager

Name	**Julalikari Housing Incorporated**
Short form name	**JHI**
Notice details	PO Box 158, Tennant Creek , NT 0861 Facsimile: 08 8962 3236 Attention: General Manager

Background

A Pursuant to the Headleases referred to in Part A of Item 1, the NTA granted leases of the Premises to JHI.

B Pursuant to a separate headlease referred to in Part B of Item 1, the NTA granted a lease of certain other land to JCAC.

C JHI wishes to grant a sublease of the Premises to Territory Housing, and Territory Housing wishes to accept the grant of a sublease of the Premises, on the terms of this Sublease.

D Territory Housing wishes to grant a lease of the Underlease Areas to JCAC, and JCAC wishes to accept the grant of a lease of the Underlease Areas, on the terms of the Underlease.

E JHI consents to Territory Housing granting to JCAC an underlease of the Underlease Areas.

F The consent of the Minister administering the *Crown Lands Act* is required pursuant to section 47 of the *Crown Lands Act* in order for JHI to grant to Territory Housing this Sublease.

G The consent of the Minister administering the *Special Purpose Leases Act* is required pursuant to section 6 of the *Special Purpose Leases Act* in order for JHI to grant to Territory Housing this Sublease.

H The consent of the Minister administering the *Associations Act* is required pursuant to section 110 of the *Association Act* in order for JHI to transfer its ownership of the Prescribed Property to Territory Housing.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this Sublease:

Aboriginal has the meaning given in the Act;

Act means the *Aboriginal Land Rights (Northern Territory) Act 1976 (Cth)*;

Authority Certificate has the meaning given to it in the *Northern Territory Aboriginal Sacred Sites Act;*

Business Day means a day that is not a Saturday, Sunday or public holiday in the Northern Territory;

Business Hours means from 9.00am to 5.00pm on a Business Day;

Commencement Date means the date specified in Item 2;

Controlled means the same as in the *Corporations Act 2001 (Cth);*

First Option Period means the period specified in Item 4;

Headlease means each of the leases set out in the middle column of Part A Item 1;

Improvement includes buildings, structures, fixtures, fittings, plant, equipment and material or articles which are erected on or attached to the Premises (including without limitation houses, fences, streetlights, power poles) but does not include Services;

Initial Term means the period specified in Item 3;

JCAC means Julalikari Council Aboriginal Corporation ABN 52 109 391 552 incorporated under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cth)*;

Northern Territory Entity means the Northern Territory of Australia, a statutory authority or government owned corporation of, or entity controlled by, the Northern Territory of Australia, or a body corporate established under an Act of the Northern Territory of Australia;

NTA means the Northern Territory of Australia;

Permitted Use means the uses specified in Item 5;

Premises means, subject to clause 16, the premises described in the right-hand column of Part A of Item 1 and includes the Improvements and Services in and on the Premises;

Remote Public Housing Management Framework means the document prepared by Territory Housing called 'Remote Public Housing Management Framework' as amended or replaced from time to time.

Rent means $1.00 if demanded;

Residential Tenancy Agreement has the meaning given to a 'tenancy agreement' in the *Residential Tenancies Act* (NT), and which relates to all parts of the Premises, excluding all parts of the Underlease Areas and for the avoidance of doubt, include such tenancy agreements that are prescribed by section 19(4) of the *Residential Tenancies Act* (NT),

Sacred Sites has the meaning given in the *Northern Territory Aboriginal Sacred Sites Act;*

Second Option Period means the period specified in Item 4;

Services includes:

(a) all utilities and services on or connected to the Premises including water, gas, electricity, lighting, sanitation, drainage, stormwater, computer services, communication and telecommunication systems, oil and any other source or type of energy and fuel and includes all wires, cables, pipes ducts and conduits, tanks, electrical and mechanical plant and all other ancillary or associated parts and accessories; and

(b) all roads and footpaths on the Premises;

Term means the Initial Term, the First Option Period and the Second Option Period, unless this Sublease is earlier terminated;

Underleases means the two leases granted by Territory Housing to JCAC under clause 176 of the sublease, as attached at Annexure A; and

Underlease Areas means the areas which are underleased to JCAC in the Underleases.

1.2 Interpretation

In this Sublease, unless a contrary intention appears:

(a) a reference to an Item is a reference to an Item in Schedule 1;

(b) a reference to a Schedule is a reference to a Schedule to this Sublease;

(c) words in the singular include the plural and vice versa;

(d) words importing one gender include each of the other genders; and

(e) a reference to a party includes its successors in title.

2. Grant of Sublease

In consideration of the Rent and Territory Housing's covenants, JHI subleases to Territory Housing the Premises for the Permitted Use for the Term.

3. Consent

(a) This Sublease is conditional upon the Minister administering:

(i) the *Crown Lands Act* providing his or her consent pursuant to section 47 of the *Crown Lands Act*;

(ii) the *Special Purposes Leases Act* providing his or her consent pursuant to section 6 of the *Special Purposes Leases Act*; and

(iii) the *Associations Act* providing his or her consent pursuant to section 110 of the *Associations Act*.

(b) The parties agree that:

(i) each party must use its reasonable endeavours to obtain the consents required under clause 3(a); and

(ii) if those consents are not obtained by 31 December 2008, either party may terminate this Sublease by giving written notice to the other party.

4. Assignment

(a) For the purpose of clause 4(b), the Premises includes the premises that is described in the right-hand column of Part B of Item 1.

(b) JHI assigns to Territory Housing of all of its right title and interest in each Residential Tenancy Agreement that is in existence at the commencement of this Sublease, including JHI's rights and powers under each Residential Tenancy Agreement.

(c) JHI agrees to:

(i) provide notice of the assignment referred to in clause 4(b) to every tenant with an existing Residential Tenancy Agreement;

(ii) ensure that the notice requirement under clause 4(c)(i) is provided in accordance with section 182 of the *Law of Property Act*; and

(iii) use its best endeavours to assist Territory Housing to ensure that all existing Residential Tenancy Agreements are replaced by a tenancy agreement that it is consistent with the Remote Public Housing Management Framework.

(d) JHI consents to Territory Housing:

(i) transferring, subletting or assigning this Sublease to a Northern Territory Entity;

(ii) tenanting, subletting or underleasing the Premises or part of the Premises in accordance with the Permitted Use; and

(iii) granting easements, licences, subleases, transfers or rights of access in relation to the Premises as and in the manner requested by Territory Housing from time to time.

(e) Nothing in clause 4(d) shall be taken to mean that JHI provides its consent to Territory Housing in respect of granting licences, subleases, transfers and rights of access in relation to the Premises beyond the Term without the consent of JHI.

5. Options

(a) At the expiry of the Initial Term or the First Option Period (as the case may be), this Sublease will automatically be renewed for the First Option Period or the Second Option Period (as the case may be) unless Territory Housing has, at least three months prior to the expiry of the Initial Term or the First Option Period (as the case may be), given notice to JHI that this Sublease will not be renewed from that date.

(b) During the First Option Period and the Second Option Period, the terms of this Sublease shall remain the same as during the Initial Term.

(c) For the sake of certainty it is acknowledged that Territory Housing does not have any legal right to an extension of this Sublease beyond the expiry of the Second Option Period, however if requested by Territory Housing, JHI agrees to negotiate in good faith to extend this Sublease after that date.

6. Rates, charges and taxes

(a) Territory Housing must pay all rates, charges and taxes in respect of the Premises and any building located upon the Premises.

(b) JHI must promptly forward any notices in respect of rates, charges or taxes in relation to the Premises to Territory Housing.

(c) Nothing in clause 6(a) prevents Territory Housing from recovering rates, charges and taxes from any underlessee or licensee, including JCAC pursuant to the Underlease.

7. Utility charges

(a) Territory Housing must pay for all electricity, water and gas consumed or used by Territory Housing on the Premises.

(b) Nothing in clause 7(a) prevents Territory Housing from passing liability for the consumption of electricity, water or gas to an underlessee or licensee, including JCAC pursuant to the Underlease.

8. Compliance with Headleases

All of JHI's covenants and obligations contained in each Headlease are incorporated and deemed to be incorporated mutatis mutandis into this Sublease as if they were specifically set out in this Sublease, and Territory Housing agrees with JHI in relation to the Premises in and on the same terms conditions and covenants as JHI as lessee has covenanted and agreed with the NTA as lessor.

9. Maintenance and transfer of ownership of Improvements

(a) The parties acknowledge and agree that:

(i) ownership of all Improvements existing on the Premises at the Commencement Date will be transferred to Territory Housing;

(ii) all Improvements constructed on the Premises during the Term are the property of Territory Housing;

(iii) Territory Housing is responsible for repairs and maintenance of Improvements on the Premises during the Term;

(iv) Territory Housing must maintain public housing on the Premises in accordance with the Remote Public Housing Management Framework; and

(v) upon expiration of the Term Territory Housing's interest in the Improvements will be transferred to JHI (and for the sake of certainty this includes Improvements transferred to Territory Housing under clause 9(a)(i), and all Improvements constructed under clause 9(a)(ii)).

(b) JHI warrants that it has not entered into any agreement with a tenant of any dwelling on the Premises which confer on the tenant a right to purchase the dwelling.

10. Services

(a) The parties acknowledge that the Services may be owned by one or more of JHI, Territory Housing, Power and Water Corporation, the Northern Territory of Australia, the Commonwealth of Australia, or other third parties.

(b) JHI agrees it will use its best endeavours to assist Territory Housing to negotiate and secure an agreement with such persons relating to the Services, as each party considers appropriate.

11. Construction of Infrastructure and Services

(a) JHI acknowledges that Territory Housing may construct, demolish, upgrade, extend, refurbish, landscape or do any other act or thing in relation to all Improvements and Services on the Premises, and in relation to the Premises generally.

(b) Prior to carrying out any construction work outside the existing footprint of a house or other structure on the Premises, Territory Housing must:

(i) obtain from the Aboriginal Areas Protection Authority an Authority Certificate in relation to any Sacred Sites on that part of the Premises, including, if there are any Sacred Sites, specific advice as to the footprint of any Sacred Site which must remain undisturbed by any such construction work; and

(ii) inform all of its employees, invitees, agents, contractors, sub-contractors, operators and other persons acting directly or indirectly with the authority of Territory Housing and engaged in any work on the Premises, of the existence of any of Sacred Sites and of the obligation to avoid and prevent any harm or disturbance to them.

12. Residential housing purchases

(a) Territory Housing and JHI will develop guidelines to enable local Aboriginals to acquire a long-term secure tenure in respect of individual houses and related land area (**Home Ownership Area**) located on the Premises.

(b) It is intended that:

(i) the Home Ownership Area will be excised from this Sublease and a new sublease (Long Term Sublease) of the Home Ownership Area be granted directly by JHI to that local Aboriginal; and

(ii) this Sublease will not apply to that Home Ownership Area following the excision.

13. Use of Premises

Territory Housing must:

(a) not use the Premises for any purpose other than the Permitted Use without the written consent of JHI; and

(b) provide public housing on the Premises.

14. Quiet enjoyment

JHI covenants with Territory Housing that Territory Housing may peaceably hold and enjoy the Premises during the Term without any interruption or disturbance from JHI or any person lawfully claiming through or under JHI.

15. Termination

(a) JHI:

(i) acknowledges and agrees that, with the exception of a breach set out in clause 15(b), damages is an adequate remedy for any breach of this Sublease by Territory Housing;

(ii) waives any rights it may have whether under this Sublease, at law, in equity or otherwise, to terminate this Sublease due to a breach of this Sublease by Territory Housing; and

(iii) to the extent that the waiver in clause 15(a)(ii) is not binding, covenants with Territory Housing that, with the exception of a breach set out in clause 15(b), it will not exercise any rights to terminate this Sublease due to a breach of this Sublease by Territory Housing.

(b) The parties agree that:

(i) the obligations on Territory Housing in clause 13 are fundamental terms of this Sublease; and

(ii) clauses 15(a)(ii) and 15(a)(iii) do not apply to a breach by Territory Housing of clause 13.

(c) JHI may not commence any action or do any act to terminate this Sublease for a breach of clause 13 unless:

(i) it provides to Territory Housing written notice detailing the alleged breach; and

(ii) Territory Housing does not remedy the breach within six months of receipt of that notice.

(d) If Crown Lease Term 01142 and Special Purpose Lease 0540 are consolidated to create a new Crown Lease in Perpetuity, the parties must do all things necessary to ensure that the rights granted to Territory Housing under this Sublease continue under the new Crown Lease in Perpetuity.

16. Change of Definition of 'Premises'

(a) If the Special Purpose Lease referred to in Paragraph 8 of Item 1 **(SPL 0540)** terminates after execution of this Sublease but prior to the consents required under clause 3(a) being obtained, then:

(i) Item 1 is amended by deleting the reference to SPL 0540;

(ii) if a Crown Lease in Perpetuity is granted to JHI in respect of the land formerly the subject of SPL 0540, the definition of 'Premises' is amended by inserting that new Crown Lease in Perpetuity into Item 1; and

(iii) if SPL 0540 and Crown Lease Term 01142 **(CLT 01142)** are both terminated, and a single Crown Lease in Perpetuity is granted to JHI in respect of the land formerly the subject of SPL 0540 and CLT 01142, the definition of 'Premises' is amended by inserting that new Crown Lease in Perpetuity into Item 1.

(b) Without limiting clause 23(b), if any of the Headleases, or the headlease set out in the middle column of Part B Item 1, terminates during the Term, then:

(i) Item 1 is amended by deleting the reference to that Headlease;

(ii) that part of the Premises relating to that Headlease is excised from the Premises;

(iii) that excision has no effect on the remaining parts of the Premises;

(iv) the parties must do all things necessary, including varying this Sublease and signing any other documents, to reflect that this Sublease continues in respect of the remaining parts of the Premises; and

(v) if a new Crown Lease in Perpetuity is granted to JHI in respect of the land formerly the subject of that Headlease, the definition of 'Premises' is amended by inserting that new Crown Lease in Perpetuity into Item 1.

17. Underlease

(a) This Sublease is conditional upon Territory Housing and JCAC executing the Underleases as required under clause 16(b) of the sublease between Territory Housing and JCAC.

(b) JHI consents to Territory Housing granting to JCAC an underlease of the Underlease Areas.

18. Dispute resolution

(a) The parties agree that a dispute arising under this Sublease will be dealt with as follows:

(i) the party claiming that there is a dispute will give the other party a notice setting out the nature of the dispute;

(ii) within 7 Business Days after receipt of that notice each party will seek to negotiate a resolution, with the representatives of each party being the people with day-to-day responsibility of the relevant issue;

(iii) failing settlement within 14 Business Days, CEO of Territory Housing and the General Manager of JHI will try to settle the dispute by direct negotiation between them;

(iv) failing settlement within a further 14 Business Days, the parties may agree to refer the dispute to mediation;

(v) the parties will cooperate fully with any process instigated under this clause in order to achieve a speedy resolution; and

(vi) if a resolution is not reached through mediation within a further 28 Business Days, either party may commence legal proceedings or exercise any other rights it may have under or in respect of this Sublease.

(b) Each party will bear its own costs of complying with this clause 18, and the parties must bear equally the cost of any third person engaged under clause 18(a)(iv).

(c) This clause 18 does not apply to legal proceedings by either party seeking urgent interlocutory relief.

19. Holding over

Where Territory Housing continues in occupation of the Premises after the expiration of the Term without any demand for possession having been made by JHI, Territory Housing is deemed to be holding the Premises under a yearly tenancy determinable at any time upon six month's notice (which notice may expire at any time) being given by either party to the other, at the same Rent and upon and subject to the same terms as are contained in this Sublease so far as they can be applied to a yearly tenancy.

20. Costs of Sublease

(a) Each party must each bear their own costs of and incidental to the negotiation, settlement, preparation and execution of this Sublease.

(b) Territory Housing will pay any costs associated with stamp duty, registration, planning approval and all other necessary consents and survey in respect of or in connection with this Sublease.

21. Notices and other communications

21.1 Service of notices

A notice, demand, consent, approval or communication under this agreement (**Notice**) must be:

(a) in writing, in English and signed by a person duly authorised by the sender; and

(b) hand delivered or sent by prepaid post or facsimile to the recipient's address for Notices specified in the Details, as varied by any Notice given by the recipient to the sender.

21.2 Effective on receipt

A Notice given in accordance with clause 21.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

(a) if hand delivered, on delivery;

(b) if sent by prepaid post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia);

(c) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the entire Notice unless, within eight Business Hours after the transmission, the recipient informs the sender that it has not received the entire Notice,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

22. Goods and Services Tax

(a) For the purposes of this clause:

(i) GST Act means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and

(ii) adjustment event, adjustment note, GST, input tax credit and taxable supply have the meanings given to those terms in the GST Act.

(b) Unless otherwise stated, all amounts payable by one party to the other party under this Sublease are exclusive of GST.

(c) A recipient of a taxable supply made under this Sublease must pay to the supplier an amount equivalent to any GST paid or payable by the supplier in respect of the taxable supply, subject to the supplier issuing a valid tax invoice in accordance with the GST Act to the recipient.

(d) A party's obligation to reimburse the other party for an amount paid or payable to a third party includes GST on the amount paid or payable to the third party, except to the extent that the party being reimbursed is entitled to claim an input tax credit for that GST.

(e) Each party must issue an adjustment note to the other party as soon as it becomes aware of an adjustment event relating to a taxable supply by it under this Sublease.

23. Miscellaneous

(a) This Sublease may be executed by the parties in any number of counterparts and all counterparts taken together will constitute one instrument.

(b) Any term of this Sublease which is not applicable to the Premises or which is repugnant to the general interpretation of this Sublease or which is invalid unlawful void or unenforceable shall be capable of severance without affecting any of the other terms of this Sublease.

(c) If this Sublease is unable to be registered for any reason, if necessary, the parties must do all things including signing new documents, subleases and underleases to enable a sublease to be registered over the Premises. This includes, if necessary, splitting the various areas contained in this Sublease into separate subleases and underleases.

(d) JHI consents to Territory Housing completing or amending any Land Title Office panel form which may be required to register this Sublease, or any amendment to this Sublease contemplated in this Sublease, from time to time. JHI agrees to sign such documents as may be necessary to achieve this.

(e) This Sublease shall not create any relationship between JHI and Territory Housing other than the relationship of sublessor and sublessee.

Schedule 1 - Sublease Particulars

1.	**Premises**	Headlease	Premises
		Part A	
		1. Crown Lease in Perpetuity 01103	1. Lot 2051 Town of Tennant Creek from plan S 86/060 (Kargaru)
		2. Crown Lease in Perpetuity 01114	2. Lot 2055 Town of Tennant Creek from plan S 86/102B (Marla Marla)
		3. Crown Lease in Perpetuity 01191	3. Lot 1273 Town of Tennant Creek from plan S 74/062A (Munji-Marla)
		4. Crown Lease in Perpetuity 01192	4. Lot 1004 Town of Tennant Creek from plan B 000314 (The Village)
		5. Crown Lease in Perpetuity 01122	5. Lot 2065 Town of Tennant Creek from plan S 88/37 (Tinkarli)
		6. Crown Lease in Perpetuity 01113	6. Lot 2057 Town of Tennant Creek from plan S 86/102A (Village Camp)
		7. Crown Lease in Perpetuity 01123	7. Lot 2066 Town of Tennant Creek from plan S 88/37 (Wuppa)
		8. Special Purpose Lease 0540	8. Lot 1271 Town of Tennant Creek from plan S 80/190 (Ngalpa Ngalpa)
		* The Headlease and Premises with corresponding numbers are the same parcel of land.	
		Part B	
		9. Crown Lease Term 01142	9. Lot 2125 Town of Tennant Creek from plan S96/271
2.	**Commencement Date**	The day on which both Ministers provide their consent under clause 3 (a)(i) and (ii) of this Sublease.	
3.	**Term of Sublease**	20 years commencing on the Commencement Date	
4.	**Option Periods**	First Option Period is 20 years Second Option Period is 20 years.	

5.	**Permitted Use**	Territory Housing must only use, and permit the use of, the Premises for any use consistent with the purpose of the Headlease.

Signing page

EXECUTED as an agreement.

Signed by **Chief Executive Officer (Housing)** in the presence of

Kara Maclean.

Signature of witness

Kara Maclean
Executive Assistant

Name of witness (print)

Signature of Chief Executive Officer (Housing)

D.J. Ritchie
Chief Executive

Name of Chief Executive Officer (Housing) (print)

The Common Seal of **Julalikari Housing Incorporated** was affixed hereto this 20 day of October 2008 in our presence pursuant to a resolution of the Council passed on the 20 day of ~~20th~~ October 2008

JULALIKARI HOUSING INCORPORATED
COMMON SEAL

Geoffrey Shannon

Council Member Geoffrey Shannon

Name of Council Member

Council Member

GINA MAREE SMITH

Name of Council Member

Annexure A

Underlease

Form 32

Section 65

Land Title Act
REGISTRAR-GENERAL'S DIRECTIONS

NORTHERN TERRITORY OF AUSTRALIA

U	**L**	**No:**
S	**L**	**No:**

IMPORTANT NOTICE

Please Note Privacy Statement Overleaf

Commissioner of Taxes use only (NOTE 1)

SUBLEASE

The owner of the lease subleases to the tenant the estate and interest in the land described and the tenant accepts this sublease of the land for the term and at the rent stipulated and subject to the covenants and conditions contained below or on the back of this document and acknowledges the amount payable or other consideration for the lease. (NOTES 2 – 3)

ESTATE AND INTEREST

Lease being subleased: Number: Each Lease listed in the right hand column of Item 1 of Schedule 1, except Special Purpose Lease 0540, Lot 1271 Town of Tenant Creek from plan S80/190, Crown Lease in Perpetuity Term 1114, Lot 1273 Town of Tennant Creek from Plan S74/062A and Crown Lease in Perpetuity Term 1192, Lot 1004 Town of Tennant Creek from Plan B000314.. (NOTE 4)

Register	Volume	Folio	Location	Lot Description	Plan	Unit
CT	501	041	Town of Tennant Creek	2051	S86/060	
CT	312	089	Town of Tennant Creek	2055	S86/102B	
CT	371	160	Town of Tennant Creek	2065	S88/37	
CT	371	161	Town of Tennant Creek	2066	S88/37	
CT	728	827	Town of Tennant Creek	2125	S96/271	
CT	311	019	Town of Tennant Creek	2057	S 86/102A	

(NOTE 5)

INTEREST BEING SUBLEASED: Part of the Lots being Administrative Lot Numbers: 2267(A), 2275(A), 2283(A), 2303 (A), 2630 (A), 2414 (A), 2417 (A), 2249(A), 2209 (A), 2418(A), 2191 (A) and 2227(A) as shaded in red on the plan attached at Annexure A. (NOTE 6)

MARKET RENT UNDER THE SUB-LEASE		GST AMOUNT	(NOTE 7)
OTHER CONSIDERATION (Include Nil or Nominal Rent)	$1	GST AMOUNT $0.09	

OWNER OF THE LEASE: Chief Executive Officer (Housing) (NOTE 8)

TENANT: Julalikari Council Aboriginal Corporation, PO Box 158, Tennant Creek NT 0861 (NOTE 9)

TENANCY: Joint Tenants/Tenants in Common (Shareholding) (NOTE 10)

TERM OF SUBLEASE

Commencing:	Expiring:	Right of Renewal:
___/___/2008	___/___/2018	No

(NOTE 11)

Registered on ..... At .....

CONSENTS

(NOTE 12)

The Common Seal of Julalikari Council Aboriginal Corporation was affixed hereto this day of October 2008 in our presence pursuant to a resolution of the Council passed on the day of 2008

.....
Council Member: (Full name)

.....
Council Member: (Full name)

.....
SIGNED by Chief Executive Officer (Housing)

on (Date) .....

In the presence of:

.....
Qualified Witness:

.....

.....

(NOTE 13)

CONSENT OF INTEREST HOLDERS

Instrument type: .....

Instrument No: .....

Name of Parties: .....

.....
I the registered proprietor of the interest shown above consent to the registration of this instrument.

Signed: .....

(Date): .....
In the presence of:

.....

Name of Qualified Witness: .....

Address or Telephone No.: .....

Instrument type: .....

Instrument No: .....

Name of Parties: .....

.....
I the registered proprietor of the interest shown above consent to the registration of this instrument.

Signed: .....

(Date): .....
In the presence of:

.....

Name of Qualified Witness: .....

Address or Telephone No.: .....

COVENANTS

It is hereby covenanted by and between the owner of lease and the tenant as follows;

☐ To comply with the provisions contained in Memorandum of Common Provisions recorded in the Register as LTO No.

☑ The conditions and covenants implied by Sections 117 & 119 *Law of Property Act* shall not apply. (delete one)

☑ To comply with the provisions annexed to this lease.

PRIVACY STATEMENT – LAND REGISTER FORMS

The Registrar-General's Office is authorised by the *Land Title Act* to collect the information on this form for the establishment and maintenance of the Land Register, which is made available for search by any person, anywhere, including through the Internet, upon payment of a fee. The information is regularly provided to other NT Government agencies, the Australian Valuation Office, local governments, the Australian Bureau of Statistics, the Australian Taxation Office or other Commonwealth Agencies as required or authorised by law, and some private sector organisations for conveyancing, local government, valuation, statistical, administrative and other purposes. The Department of Planning and Infrastructure also uses the information to prepare and sell or licence property sales reports to commercial organisations concerned with the development, sale or marketing of property.

Failure to provide the information in full or in part may prevent your application or transaction being completed.

Your personal information provided on this form can be subsequently accessed by you on request. If you have any queries please contact the Deputy Registrar-General on 8999 5318.

CL Underlease

Tennant Creek Community Living Areas

Chief Executive Officer (Housing) (**Territory Housing**)

Julalikari Council Aboriginal Corporation (**JCAC**)

MinterEllison

LAWYERS

LEVEL 4, 66 SMITH STREET, DARWIN NT 0800
TEL: +61 8 8901 5900 FAX: +61 8 8901 5901
www.minterellison.com

Underlease

Details		3
1.	Defined terms & interpretation	4
2.	Grant of Underlease	5
3.	Conditions	5
4.	Renewal	5
5.	Rates, charges and taxes	6
6.	Utility charges	6
7.	Compliance with Headleases	6
8.	Repairs and maintenance	6
9.	Use of CL Underlease Area	7
10.	Quiet enjoyment	7
11.	Breach	7
12.	Termination	7
13.	Change of Definition of 'Premises' and 'CL Underlease Areas'	8
14.	Dispute resolution	8
15.	Holding over	9
16.	Costs of CL Underlease	9
17.	Notices and other communications	9
18.	Goods and Services Tax	10
19.	Miscellaneous	10
Schedule 1 - CL Underlease Particulars		11
Signing page		12
Annexure A: Map of Underlease Areas		

Details

Date

2008

Parties

Name	**Chief Executive Officer (Housing)**
Short form name	**Territory Housing**
Notice details	1 Briggs Street, Darwin NT 0800 Facsimile: 08 8999 98488 Attention: General Manager

Name	**Julalikari Council Aboriginal Corporation**
Short form name	**JCAC**
Notice details	PO Box 158, Tennant Creek , NT 0861 Facsimile: 08 8962 3236 Attention: General Manager

Background

A Pursuant to the Headleases, the NTA granted leases of the part of the Premises to JHI, and part of the Premises to JCAC.

B JHI and JCAC each has granted, or will grant, a sublease of those parts of the Premises in relation to which they are lessee, to Territory Housing.

C Territory Housing wishes to grant an underlease of the CL Underlease Area to JCAC, and JCAC wishes to accept the grant of an underlease of the CL Underlease Area, on the terms of this CL Underlease.

D JHI consents, under clause 17 of its Sublease with Territory Housing, to Territory Housing granting to JCAC an underlease of those parts of the Premises in relation to which JHI is the lessee.

E Territory Housing also wishes to grant an underlease of the SPL Underlease Area to JCAC, and the parties have entered into, or will enter into, a separate underlease (**SPL Underlease**) in relation to the SPL Underlease Area.

F The consent of the Minister administering the *Crown Lands Act* is required pursuant to section 47 of the *Crown Lands Act* in order for Territory Housing to grant to JCAC this CL Underlease.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this Underlease:

Aboriginal has the meaning given in the Act;

Act means the *Aboriginal Land Rights (Northern Territory) Act 1976 (Cth)*;

Business Day means a day that is not a Saturday, Sunday or public holiday in the Northern Territory;

Business Hours means from 9.00am to 5.00pm on a Business Day;

CL Underlease means this underlease;

CL Underlease Area means, subject to clause 13, the areas shaded in red in the plans in Annexure A and labelled with the following Administrative Lot Numbers: 2418(A), 2191(A), 2303(A), 2267(A), 2275(A), 2283(A), 2209(A) 2417(A), 2414(A), 2630 (A), 2249(A) and 2227(A), and includes the Improvements and Services on the CL Underlease Area;

Commencement Date means the date specified in Item 2;

Headlease means each of the leases set out in the middle column of Item 1;

Improvement includes buildings, structures, fixtures, fittings, plant, equipment and material or articles which are erected on or attached to the CL Underlease Area (including without limitation houses, fences, streetlights, power poles) but does not include Services;

Initial Term means the period specified in Item 3;

JCAC means Julalikari Council Aboriginal Corporation ABN 52 109 391 552 incorporated under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cth)*;

NTA means the Northern Territory of Australia;

Option Period means that period specified in Item 4;

Permitted Use means the uses specified in Item 5;

Premises means the premises described in the right-hand column of Item 1 and includes the Improvements and Services on the Premises;

Rent means $1.00 if demanded;

Services includes:

(a) all utilities and services on or connected to the Premises including water, gas, electricity, lighting, sanitation, drainage, stormwater, computer services, communication and telecommunication systems, oil and any other source or type of energy and fuel and includes all wires, cables, pipes ducts and conduits, tanks, electrical and mechanical plant and all other ancillary or associated parts and accessories; and

(b) all roads and footpaths on the Premises;

SPL Underlease means the underlease referred to in Recital E;

Sublease means the sublease granted to by JHI to Territory Housing, and the sublease granted by JCAC to Territory Housing; and

Term means the Initial Term, the First Option Period and the Second Option Period, unless this Underlease is terminated earlier.

1.2 Interpretation

In this Underlease, unless a contrary intention appears:

(a) a reference to an Item is a reference to an Item in Schedule 1;

(b) a reference to a Schedule is a reference to a Schedule to this Underlease;

(c) words in the singular include the plural and vice versa;

(d) words importing one gender include each of the other genders; and

(e) a reference to a party includes its successors in title.

2. Grant of Underlease

In consideration of the Rent and JCAC's covenants, Territory Housing underleases to JCAC the CL Underlease Area for the Permitted Use for the Term.

3. Conditions

3.1 Pre-conditions

(a) This CL Underlease is conditional upon:

(i) JHI, JCAC and Territory Housing entering into the Subleases;

(ii) JCAC and Territory Housing entering into the SPL Underlease;

(iii) the Minister administering the *Crown Lands Act* providing his or her consent pursuant to section 47 of the *Crown Lands Act* in relation to the Subleases and this CL Underlease; and

(iv) the Minister administering the *Special Purpose Lease Act* providing his or her consent pursuant to section 6 of the *Special Purposes Leases Act* in relation to the Subleases and the SPL Underlease,

and the parties must execute this CL Underlease at the same time as the Subleases and the SPL Underlease are executed.

(b) The parties agree that:

(i) each party must use its reasonable endeavours to obtain the consents required under clause 3.1(a); and

(ii) if those consents are not obtained by 31 December 2008, either party may terminate this Sublease by giving written notice to the other party.

3.2 No assignment

JCAC must not assign or transfer, sublet, part with or share the possession of, grant any licence affecting, mortgage, encumber, charge or otherwise deal with or dispose of this CL Underlease or the CL Underlease Area.

4. Renewal

(a) Following execution of this CL Underlease, either party may cause to be lodged a plan of survey in respect of the CL Underlease Area, in accordance with section 49 of the *Licensed Surveyors Act*.

(b) Territory Housing is responsible for the cost of preparing and lodging the plan of survey.

(c) Conditional upon the plan of subdivision being approved by the Surveyor-General, either party may, by written notice to the other party at any time prior to six months before the end of the Initial Term, renew this CL Underlease for the Option Period.

(d) During the Option Period, the terms of this Underlease shall remain the same as during the Initial Term, except that this clause will be deleted.

(e) If anything in this clause 4 causes a party to breach section 61 of the *Planning Act*, then:

(i) this clause 4 (with the exception of the remainder of this clause 4(e)) is severed from this CL Underlease;

(ii) neither party will have an option to renew this CL Underlease; and

(iii) each party must, at the request of the other party, negotiate in good faith whether to renew this CL Underlease.

5. Rates, charges and taxes

JCAC must pay all rates, charges and taxes in respect of the CL Underlease Area and any building located upon the CL Underlease Area.

6. Utility charges

JCAC must pay for all electricity, water and gas consumed or used on the CL Underlease Area.

7. Compliance with Headleases

All of JHI's and JCAC's covenants and obligations contained in each Headlease and Sublease are incorporated and deemed to be incorporated into this CL Underlease as if they were specifically set out in this CL Underlease, and JCAC agrees with Territory Housing in relation to the CL Underlease Area in and on the same terms conditions and covenants as JHI and JCAC (each as lessee) has covenanted and agreed with the NTA (as lessor).

8. Repairs and maintenance

(a) JCAC is responsible for repairing and maintaining the CL Underlease Area during the Term and must ensure that the CL Underlease Area (including Improvements and all outside and open areas) are kept:

(i) clean;

(ii) neat and tidy in appearance;

(iii) in a state of reasonable repair; and

(iv) clear of graffiti and litter.

(b) Territory Housing and any person authorised by Territory Housing may at all reasonable times enter the CL Underlease Area and view its condition and state of repair, and if Territory Housing considers that there is any defect or damage which the JCAC is obliged to repair, Territory Housing may notify JCAC of the defect or damage and require JCAC to repair it within a reasonable time.

(c) If JCAC does not fulfil its obligations under clause 8(a) or (b), Territory Housing may (without any obligation to do so) undertake such repairs and maintenance and recover the cost of doing so from JCAC.

(d) Territory Housing may on reasonable notice enter onto the CL Underlease Area, to construct, demolish, upgrade, extend, refurbish, or do any other act or thing in relation to all Improvements and Services on the Premises, and in relation to the Premises generally.

(e) Territory Housing will not exercise its right under clause 8(d):

(i) unless it considers it reasonable for the purposes of ensuring:

(A) that nothing in or on the CL Underlease Area infringes, or otherwise adversely impacts on its occupation of the Premises;

(B) the CL Underlease Area is maintained in manner and up to a standards that is appropriate for the Permitted Use that relate to that particular CL Underlease Area; and

(C) the safety of any person;

(f) For the purposes of Territory Housing exercising its right under clause 8(d), in relation to the CL Underlease Areas that are marked 'C' (ceremonial and traditional Aboriginal purposes), and without limiting Territory Housing's right of entry under that clause, Territory Housing agrees to observe JCAC's reasonable requirements that assist Territory Housing to demonstrate respect for aboriginal cultural practices and beliefs, except in the case of emergency.

9. Use of CL Underlease Area

JCAC must not use the CL Underlease Area for any purpose other than the Permitted Use without the written consent of Territory Housing.

10. Quiet enjoyment

Territory Housing covenants with JCAC that JCAC may peaceably hold and enjoy the CL Underlease Area during the Term without any interruption or disturbance from Territory Housing or any person lawfully claiming through or under Territory Housing.

11. Breach

If:

(a) JCAC breaches any of its obligations under the SPL Underlease; and

(b) an equivalent obligation is imposed on JCAC under this CL Underlease,

then JCAC is deemed to have breached that equivalent obligation under this CL Underlease.

12. Termination

(a) If JCAC breaches any of its obligations under this CL Underlease, Territory Housing may terminate this CL Underlease in respect of the whole or a part of the CL Underlease Area if:

(i) it provides JCAC with written notice detailing the alleged breach; and

(ii) JCAC does not remedy the breach within 30 days of receipt of that notice.

(b) If Territory Housing elects to terminate this CL Underlease in respect of a part of the CL Underlease Area, the parties must do all things necessary, including varying this CL Underlease and signing any other documents, to excise that part of the CL Underlease Area and to reflect that this CL Underlease continues in respect of the remaining parts of the CL Underlease Area.

(c) If the SPL Underlease terminates for any reason, this CL Underlease automatically terminates on the same day.

(d) If Crown Lease Term 01142 and Special Purpose Lease 0540 are consolidated to create a new Crown Lease in Perpetuity, the parties must do all things necessary to ensure that the rights granted to JCAC under this CL Underlease in relation to Crown Lease Term 01142 continue under the new Crown Lease in Perpetuity.

13. Change of Definition of 'Premises' and 'CL Underlease Areas'

(a) If the Special Purpose Lease referred to in Paragraph 8 of Item 1 (**SPL 0540**) terminates after execution of this Sublease but prior to the consents required under clause 3.1(a) of this CL Underlease being obtained, then:

(i) Item 1 is amended by deleting the reference to SPL 0540;

(ii) if a Crown Lease in Perpetuity is granted to JHI in respect of the land formerly the subject of SPL 0540, the definition of 'Premises' is amended by inserting that new Crown Lease in Perpetuity into Item 1;

(iii) if SPL 0540 and Crown Lease Term 01142 (**CLT 01142**) are both terminated, and a single Crown Lease in Perpetuity is granted to JHI in respect of the land formerly the subject of SPL 0540 and CLT 01142, the definition of 'Premises' is amended by inserting that new Crown Lease in Perpetuity into Item 1; and

(iv) the CL Underlease Area will include the areas shaded in red in the plans that are labelled with Administrative Lot Numbers 2166(A) and 2183(A).

(b) Without limiting clause 19(b), if any of the Headleases terminates during the Term, then:

(i) Item 1 is amended by deleting the reference to that Headlease;

(ii) that part of the CL Underlease Area relating to that Headlease is excised from the CL Underlease Area;

(iii) that excision has no effect on the remaining parts of the CL Underlease Area;

(iv) the parties must do all things necessary, including varying this CL Underlease and signing any other documents, to reflect that this CL Underlease continues in respect of the remaining parts of the CL Underlease Area; and

(v) if a new Crown Lease in Perpetuity is granted to JHI in respect of the land formerly the subject of that Headlease, the definition of 'Premises' is amended by inserting that new Crown Lease in Perpetuity into Item 1.

14. Dispute resolution

(a) The parties agree that a dispute arising under this CL Underlease will be dealt with as follows:

(i) the party claiming that there is a dispute will give the other party a notice setting out the nature of the dispute;

(ii) within 7 Business Days after receipt of that notice each party will seek to negotiate a resolution, with the representatives of each party being the people with day-to-day responsibility of the relevant issue;

(iii) failing settlement within 14 Business Days, CEO of Territory Housing and the General Manager of JCAC will try to settle the dispute by direct negotiation between them;

(iv) failing settlement within a further 14 Business Days, the parties may agree to refer the dispute to mediation;

(v) the parties will cooperate fully with any process instigated under this clause in order to achieve a speedy resolution; and

(vi) if a resolution is not reached through mediation within a further 28 Business Days, either party may commence legal proceedings or exercise any other rights it may have under or in respect of this CL Underlease.

(b) Each party will bear its own costs of complying with this clause14, and the parties must bear equally the cost of any third person engaged under clause 14(a)(iv).

(c) This clause 14 does not apply to legal proceedings by either party seeking urgent interlocutory relief.

15. Holding over

Where JCAC continues in occupation of the CL Underlease Area after the expiration of the Term without any demand for possession having been made by Territory Housing, JCAC is deemed to be holding the CL Underlease Area under a monthly tenancy determinable at any time upon 30 day's notice (which notice may expire at any time) being given by either party to the other, at the same Rent and upon and subject to the same terms as are contained in this CL Underlease so far as they can be applied to a monthly tenancy.

16. Costs of CL Underlease

(a) Each party must each bear their own costs of and incidental to the negotiation, settlement, preparation and execution of this CL Underlease.

(b) Territory Housing will pay any costs associated with stamp duty, registration, planning approval and all other necessary consents and survey in respect of or in connection with this CL Underlease.

17. Notices and other communications

17.1 Service of notices

A notice, demand, consent, approval or communication under this CL Underlease (**Notice**) must be:

(a) in writing, in English and signed by a person duly authorised by the sender; and

(b) hand delivered or sent by prepaid post or facsimile to the recipient's address for Notices specified in the Details, as varied by any Notice given by the recipient to the sender.

17.2 Effective on receipt

A Notice given in accordance with clause 17.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

(a) if hand delivered, on delivery;

(b) if sent by prepaid post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia);

(c) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the entire Notice unless, within eight Business Hours after the transmission, the recipient informs the sender that it has not received the entire Notice,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

18. Goods and Services Tax

(a) For the purposes of this clause:

(i) GST Act means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and

(ii) adjustment event, adjustment note, GST, input tax credit and taxable supply have the meanings given to those terms in the GST Act.

(b) Unless otherwise stated, all amounts payable by one party to the other party under this CL Underlease are exclusive of GST.

(c) A recipient of a taxable supply made under this CL Underlease must pay to the supplier an amount equivalent to any GST paid or payable by the supplier in respect of the taxable supply, subject to the supplier issuing a valid tax invoice in accordance with the GST Act to the recipient.

(d) A party's obligation to reimburse the other party for an amount paid or payable to a third party includes GST on the amount paid or payable to the third party, except to the extent that the party being reimbursed is entitled to claim an input tax credit for that GST.

(e) Each party must issue an adjustment note to the other party as soon as it becomes aware of an adjustment event relating to a taxable supply by it under this CL Underlease.

19. Miscellaneous

(a) This CL Underlease may be executed by the parties in any number of counterparts and all counterparts taken together will constitute one instrument.

(b) Any term of this CL Underlease which is not applicable to the CL Underlease Area or which is repugnant to the general interpretation of this CL Underlease or which is invalid unlawful void or unenforceable shall be capable of severance without affecting any of the other terms of this CL Underlease.

(c) JCAC consents to Territory Housing completing or amending any Land Title Office panel form which may be required to register this CL Underlease, or any amendment to this CL Underlease contemplated in this CL Underlease, from time to time. JCAC agrees to sign such documents as may be necessary to achieve this.

(d) This CL Underlease shall not create any relationship between JCAC and Territory Housing other than the relationship of underlessor and underlessee.

Schedule 1 - CL Underlease Particulars

1.	**Premises**	Headlease	Premises
		1. Crown Lease in Perpetuity 01103	1. Lot 2051 Town of Tennant Creek from plan S 86/060 (Kargaru)
		2. Crown Lease in Perpetuity 01114	2. Lot 2055 Town of Tennant Creek from plan S 86/102B (Marla Marla)
		3. Crown Lease in Perpetuity 01191	3. Lot 1273 Town of Tennant Creek from plan S 74/062A (Munji-Marla)
		4. Crown Lease in Perpetuity 01192	4. Lot 1004 Town of Tennant Creek from plan B 000314 (The Village)
		5. Crown Lease in Perpetuity 01122	5. Lot 2065 Town of Tennant Creek from plan S 88/37 (Tinkarli)
		6. Crown Lease in Perpetuity 01113	6. Lot 2057 Town of Tennant Creek from plan S 86/102A (Village Camp)
		7. Crown Lease in Perpetuity 01123	7. Lot 2066 Town of Tennant Creek from plan S 88/37 (Wuppa)
		8. Special Purpose Lease 0540	8. Lot 1271 Town of Tennant Creek from plan S 80/190 (Ngalpa Ngalpa)
		9. Crown Lease Term 01142	9. Lot 2125 Town of Tennant Creek from plan S96/271
		* The Headlease and Premises with corresponding numbers are the same parcel of land.	
2.	**Commencement Date**	The day on which the Minister provides his or her consent under clause 3.1(a) of this CL Underlease	
3.	**Term of Underlease**	10 years commencing on the Commencement Date	
4.	**Option Periods**	The balance of the period of the Sublease, including any option periods under the Sublease	
5.	**Permitted Use**	For those areas on the plan marked A, community buildings and spaces. For those areas on the plan marked B, child care centres. For those areas on the plan marked C, ceremonial and traditional Aboriginal purposes.	

Signing page

EXECUTED as an agreement.

Signed by **Chief Executive Officer (Housing)** in the presence of

Signature of witness ←

Name of witness (print)

Signature of Chief Executive Officer (Housing) ←

Name of Chief Executive Officer (Housing) (print)

The Common Seal of **Julalikari Council Aboriginal Corporation** was affixed hereto this day of October 2008 in our presence pursuant to a resolution of the Council passed on the day of 2008:

Council Member ←

Name of Council Member

Council Member ←

Name of Council Member

Annexure A

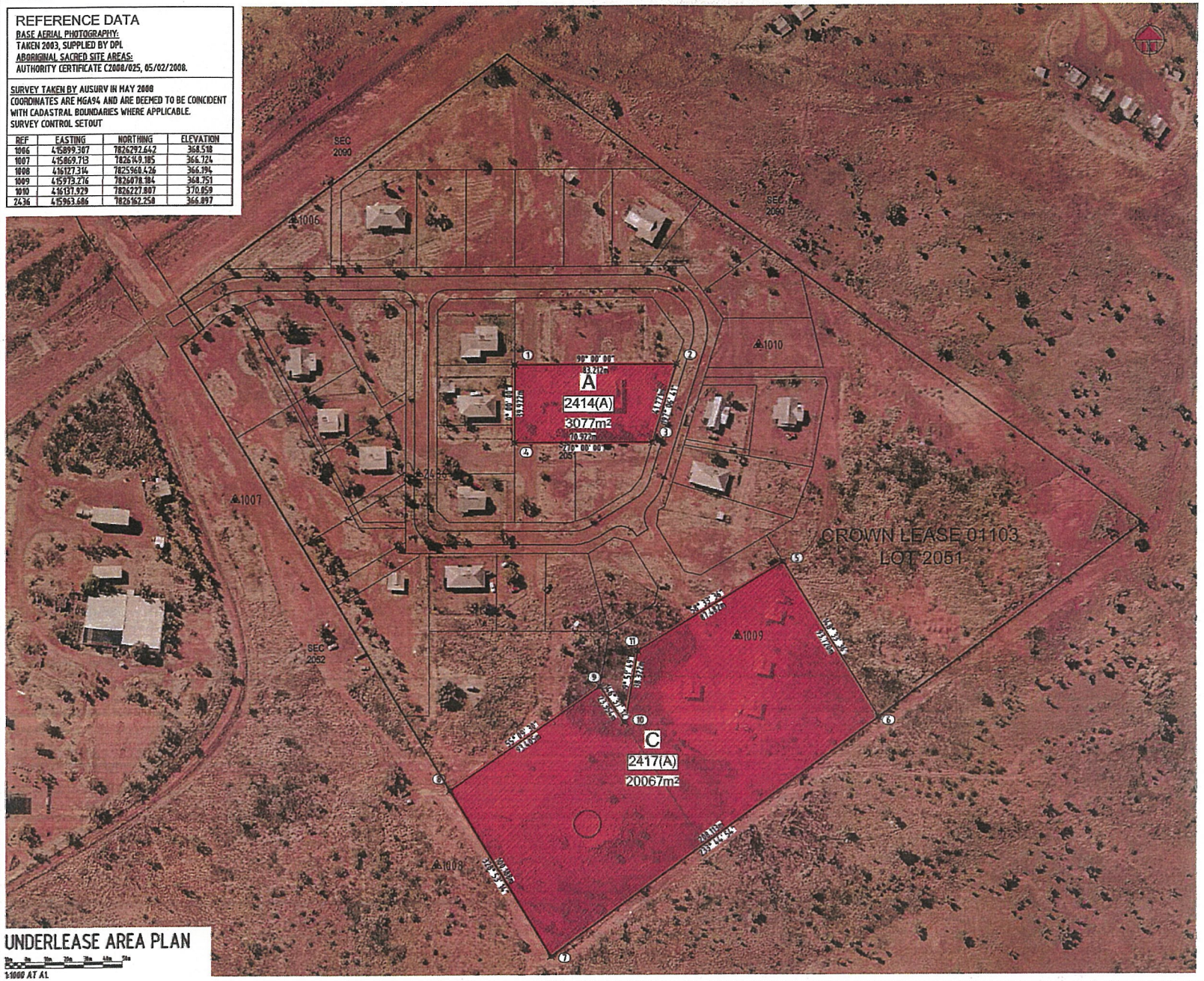
Map of CL Underlease Area

REFERENCE DATA

BASE AERIAL PHOTOGRAPHY:
TAKEN 2003, SUPPLIED BY DPI.
ABORIGINAL SACRED SITE AREAS:
AUTHORITY CERTIFICATE C2008/025, 05/02/2008.

SURVEY TAKEN BY AUSURV IN MAY 2008
COORDINATES ARE MGA94 AND ARE DEEMED TO BE COINCIDENT WITH CADASTRAL BOUNDARIES WHERE APPLICABLE.
SURVEY CONTROL SETOUT

REF	EASTING	NORTHING	ELEVATION
1006	415899.307	7826292.642	368.518
1007	415869.713	7826149.185	366.724
1008	416127.314	7825960.426	366.194
1009	415973.276	7826078.184	368.751
1010	416137.929	7826227.807	370.859
2436	415963.686	7826162.258	366.897



SETTING OUT TABLE

POINT	EASTING	NORTHING
1	416012.5885	7826217.8511
2	416095.8885	7826217.8511
3	416083.5101	7826177.9288
4	416012.5885	7826177.9288
5	416150.6634	7826116.2117
6	416199.5482	7826036.2515
7	416031.7198	7825913.1871
8	415979.9501	7825998.9634
9	416056.6109	7826052.3266
10	416069.4601	7826033.8677
11	416076.0248	7826070.5804

UNDERLEASE AREA PLAN

1:1000 AT A1

No.	DESCRIPTION	DATE	INT.
A	ISSUE FOR ADMINISTRATIVE APPROVAL	09.10.2008	JTL

AMENDMENTS

OPUS QANTEC McWILLIAM
A.B.N. 79 008 342 055
Level 1, 69 Smith Street
Darwin NT 0801
GPO Box 4083 Darwin NT 0801
Telephone: (08) 8981 7600
Facsimile: (08) 8941 1802
E-Mail: darwin@opusqmcw.com.au

N-08004_01_UNDERLEASE

territory housing

DRAWN	CHECKED
SGE\JTL	J.ANTOUN
DATE OCT 2008	DATE OCT 2008
DESIGNED	CHECKED
DATE	DATE
DESIGN PROJECT LEADER	PROJECT OFFICER
DATE	DATE

Northern Territory Government
Department of Planning and Infrastructure

TENNANT CREEK
KARGARU (238)
INFRASTRUCTURE DESIGN PROJECT FOR TENNANT CREEK URBAN LIVING AREAS
CROWN LEASE IN PERPETUITY 01103
LOT 2051 TOWN OF TENNANT CREEK (FROM PLAN S 86/060)

FILE No.	ASSET No.	SHEET No.	DRAWING No.	AMEND.	SHEET SIZE
-	-	- OF -	R08-2033	A	A1

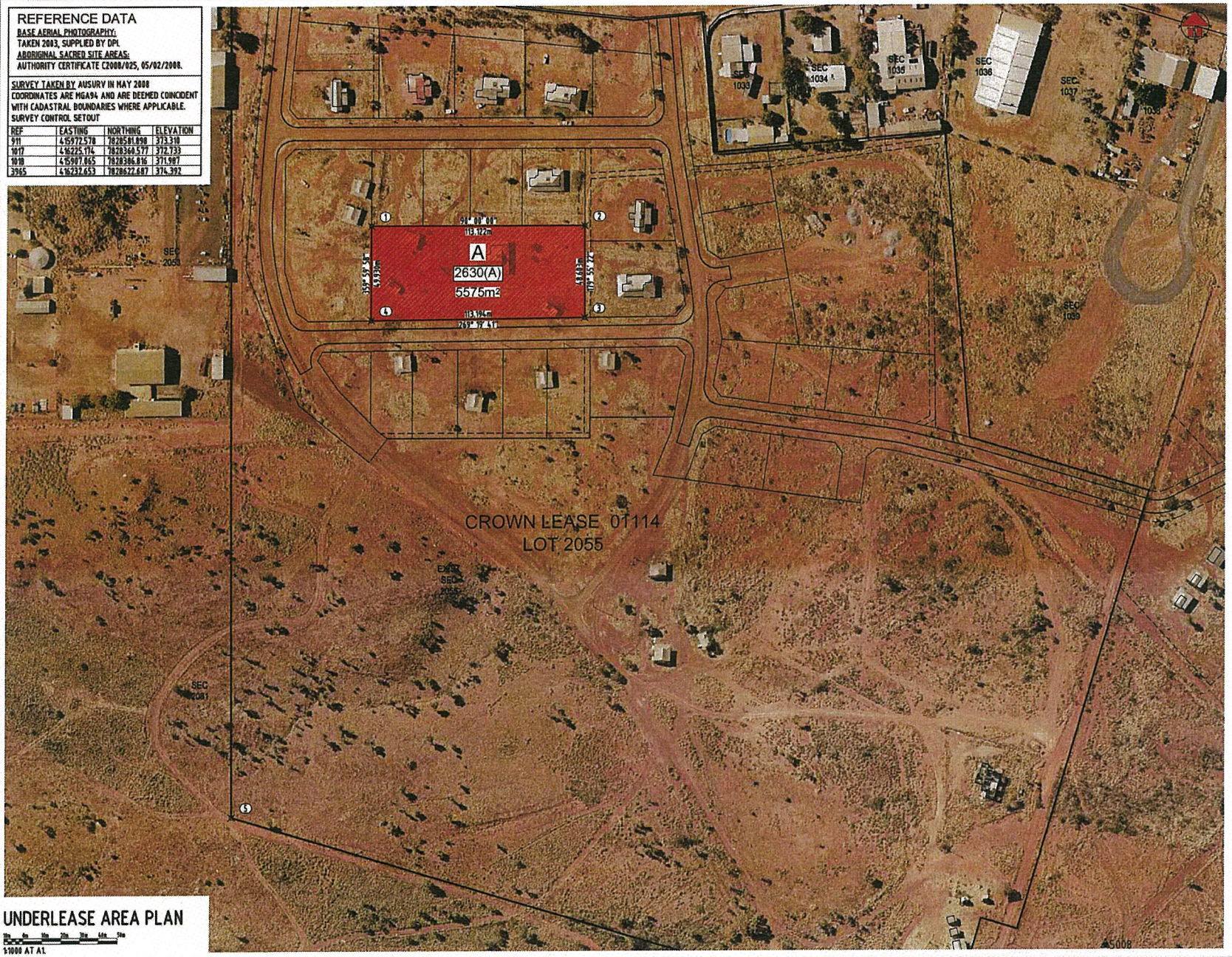
REFERENCE DATA

BASE AERIAL PHOTOGRAPHY:
TAKEN 2003, SUPPLIED BY DPI.

ABORIGINAL SACRED SITE AREAS:
AUTHORITY CERTIFICATE C2008/025, 05/02/2008.

SURVEY TAKEN BY AUSURV IN MAY 2008
COORDINATES ARE MGA94 AND ARE DEEMED COINCIDENT WITH CADASTRAL BOUNDARIES WHERE APPLICABLE.
SURVEY CONTROL SETOUT

REF	EASTING	NORTHING	ELEVATION
911	415972.578	7826581.898	373.318
1017	416225.174	7828360.577	372.733
1018	415907.065	7828386.816	371.987
3965	416232.653	7828672.687	374.392



SETTING OUT TABLE

POINT	EASTING	NORTHING
1	413866.536	7826526.692
2	413979.657	7826526.692
3	413979.723	7826478.089
4	413866.536	7826476.762
5	413793.668	7826214.728

UNDERLEASE AREA PLAN

1:1000 AT A1.

No.	DESCRIPTION	DATE	INT.
A	ISSUE FOR ADMINISTRATIVE APPROVAL	09.10.2008	SGE

AMENDMENTS

OPUS QANTEC McWILLIAM
A.B.N. 79 006 342 065
Level 1, 60 Smith Street
Darwin NT 0801
GPO Box 4083 Darwin NT 0801
Telephone: (08) 8981 7500
Facsimile: (08) 8941 1802
E-Mail: darwin@opusqmow.com.au
The Association of Consulting Engineers Australia
N-D8004.02

territory housing

DRAWN	SGE\JTL	CHECKED	J.ANTOUN
DATE	OCT 2008	DATE	OCT 2008
DESIGNED		CHECKED	
DATE		DATE	
DESIGN PROJECT LEADER		PROJECT OFFICER	
DATE		DATE	

Northern Territory Government
Department of Planning and Infrastructure

TENNANT CREEK
MARLA MARLA (223)
INFRASTRUCTURE DESIGN PROJECT FOR TENNANT CREEK URBAN LIVING AREAS
CROWN LEASE IN PERPETUITY 01114
LOT 2055 TOWN OF TENNANT CREEK (FROM PLAN 86/102B)

FILE No.	ASSET No.	SHEET No.	DRAWING No.	AMEND.	SHEET SIZE
-	-	- OF -	R08-2034	A	A1

G:\PROJECTS\2008-0034\CAD-0034-TENNANT CREEK URBAN LIVING\CAD-0034-MARLA MARLA\DRAWINGS\ET_MARLA_MARLA_CAD-0034-R2_UNDERLEASE.DWG

REFERENCE DATA

BASE AERIAL PHOTOGRAPHY:
TAKEN 2003, SUPPLIED BY DPI.
ABORIGINAL SACRED SITE AREAS:
AUTHORITY CERTIFICATE C2008/025, 05/02/2008.

SURVEY TAKEN BY AUSURV IN MAY 2008
COORDINATES ARE MGA94 AND ARE DEEMED TO BE COINCIDENT WITH CADASTRAL BOUNDARIES WHERE APPLICABLE .
SURVEY CONTROL SETOUT

REF	EASTING	NORTHING	ELEVATION
1311-1017	416225.174	7828360.577	372.733
989-1309	416322.540	7828444.501	731.836
3965	416232.653	7828622.687	374.392
1255	416496.997	7828545.623	375.362



SETTING OUT TABLE

POINT	EASTING	NORTHING
1	416372.609	7828706.525
2	416442.392	7828746.813
3	416506.212	7828673.352
4	416466.395	7828649.125
5	416455.241	7828652.129
6	416444.104	7828645.738
7	416440.748	7828633.344
8	416446.087	7828624.039
9	416426.310	7828612.414
10	416610.280	7828553.563
11	416632.983	7828527.430
12	416628.691	7828433.223
13	416603.070	7828431.891
14	416577.584	7828407.108
15	416553.527	7828449.032
16	416571.664	7828460.456
17	416562.834	7828475.866
18	416593.960	7828493.727
19	416573.584	7828532.353
20	416495.750	7828468.174
21	416517.651	7828429.992
22	416462.371	7828394.880
23	416438.994	7828435.618

UNDERLEASE AREA PLAN

1:1000 AT A1

No.	DESCRIPTION	DATE	INIT.
A	ISSUE FOR ADMINISTRATIVE APPROVAL	09.10.2008	JTL/SGE
	AMENDMENTS		

OPUS QANTEC McWILLIAM
A.B.N. 79 088 342 065
Level 1, 80 Smith Street
Darwin NT 0801
GPO Box 4083 Darwin NT 0801
Telephone: (08) 8981 7300
Facsimile: (08) 8941 1862
E-Mail: darwin@opusqmcw.com.au
N-D8004.06_UNDERLEASE

territory housing

DRAWN	CHECKED
SGE\JTL	J.ANTOUN
DATE OCT 2008	DATE OCT 2008
DESIGNED	CHECKED
DATE	DATE
DESIGN PROJECT LEADER	PROJECT OFFICER
DATE	DATE

Northern Territory Government
Department of Planning and Infrastructure

TENNANT CREEK
TINKARLI (681)
INFRASTRUCTURE DESIGN PROJECT FOR TENNANT CREEK URBAN LIVING AREAS
CROWN LEASE PERPETUITY 01122
LOT 2065 TOWN OF TENNANT CREEK (FROM PLAN S 88/37)

FILE No.	ASSET No.	SHEET No.	DRAWING No.	AMEND.	SHEET SIZE
-	-	OF -	ROB-2038	A	A1

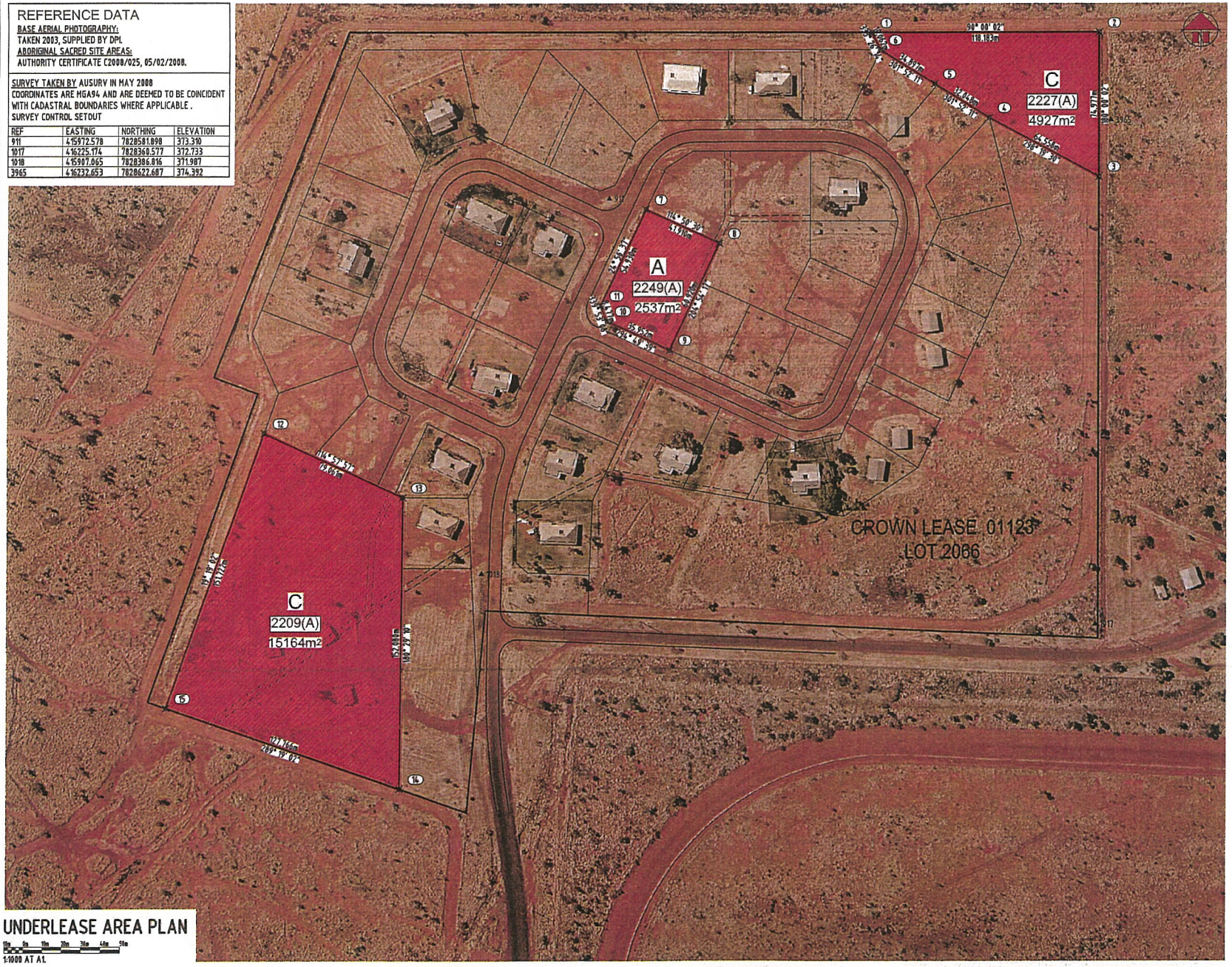
G:\PROJECTS\2008-OPUS\W-D8004 - TENNANT CREEK URBAN LIVING\W-D8004.APLW-D8004.A0 DRAWINGS\06 TINKARLI\W-D8004.06_UNDERLEASE.DWG

REFERENCE DATA

BASE AERIAL PHOTOGRAPHY:
TAKEN 2003, SUPPLIED BY DPI.
ABORIGINAL SACRED SITE AREAS:
AUTHORITY CERTIFICATE C2008/025, 05/02/2008.

SURVEY TAKEN BY AUSURV IN MAY 2008
COORDINATES ARE MGA94 AND ARE DEEMED TO BE COINCIDENT WITH CADASTRAL BOUNDARIES WHERE APPLICABLE.
SURVEY CONTROL SETOUT

REF	EASTING	NORTHING	ELEVATION
911	415972.578	7828581.898	373.310
1017	416225.174	7828360.577	372.733
1018	415907.065	7828386.816	371.987
3965	416232.653	7828622.687	374.392



SETTING OUT TABLE

POINT	EASTING	NORTHING
1	416108.372	7828668.391
2	416226.555	7828668.390
3	416226.554	7828593.413
4	416169.726	7828624.045
5	416141.299	7828641.718
6	416112.872	7828659.391
7	415991.592	7828576.279
8	416029.625	7828558.672
9	416003.971	7828503.417
10	415971.342	7828518.513
11	415968.427	7828526.472
12	415794.124	7828460.277
13	415865.797	7828426.907
14	415864.507	7828274.832
15	415743.934	7828317.096

UNDERLEASE AREA PLAN

1:1000 AT A1.

No.	DESCRIPTION	DATE	INIT.
A	ISSUE FOR ADMINISTRATIVE APPROVAL	09.10.2008	JTL/SGE
	AMENDMENTS		

OPUS QANTEC McWILLIAM
A.B.N. 79 088 342 065
Level 1, 80 Smith Street
Darwin NT 0801
GPO Box 4083 Darwin NT 0801
Telephone: (08) 8981 7500
Facsimile: (08) 8941 1882
E-Mail: darwin@opusqmcw.com.au
The Association of Consulting Engineers Australia
N-D8004.05_UNDERLEASE

territory housing

DRAWN	JTL\SGE	CHECKED	J.ANTOUN
DATE	OCT 2008	DATE	OCT 2008
DESIGNED		CHECKED	
DATE		DATE	
DESIGN PROJECT LEADER		PROJECT OFFICER	
DATE		DATE	

Northern Territory Government
Department of Planning and Infrastructure

TENNANT CREEK
WUPPA (684)
INFRASTRUCTURE DESIGN PROJECT FOR TENNANT CREEK URBAN LIVING AREAS
CROWN LEASE PERPETUITY 01123
LOT 2066 TOWN OF TENNANT CREEK (FROM PLAN S 88/37)

FILE No.	ASSET No.	SHEET No.	DRAWING No.	AMEND.	SHEET SIZE
-	-	OF -	ROB-2037	A	A1

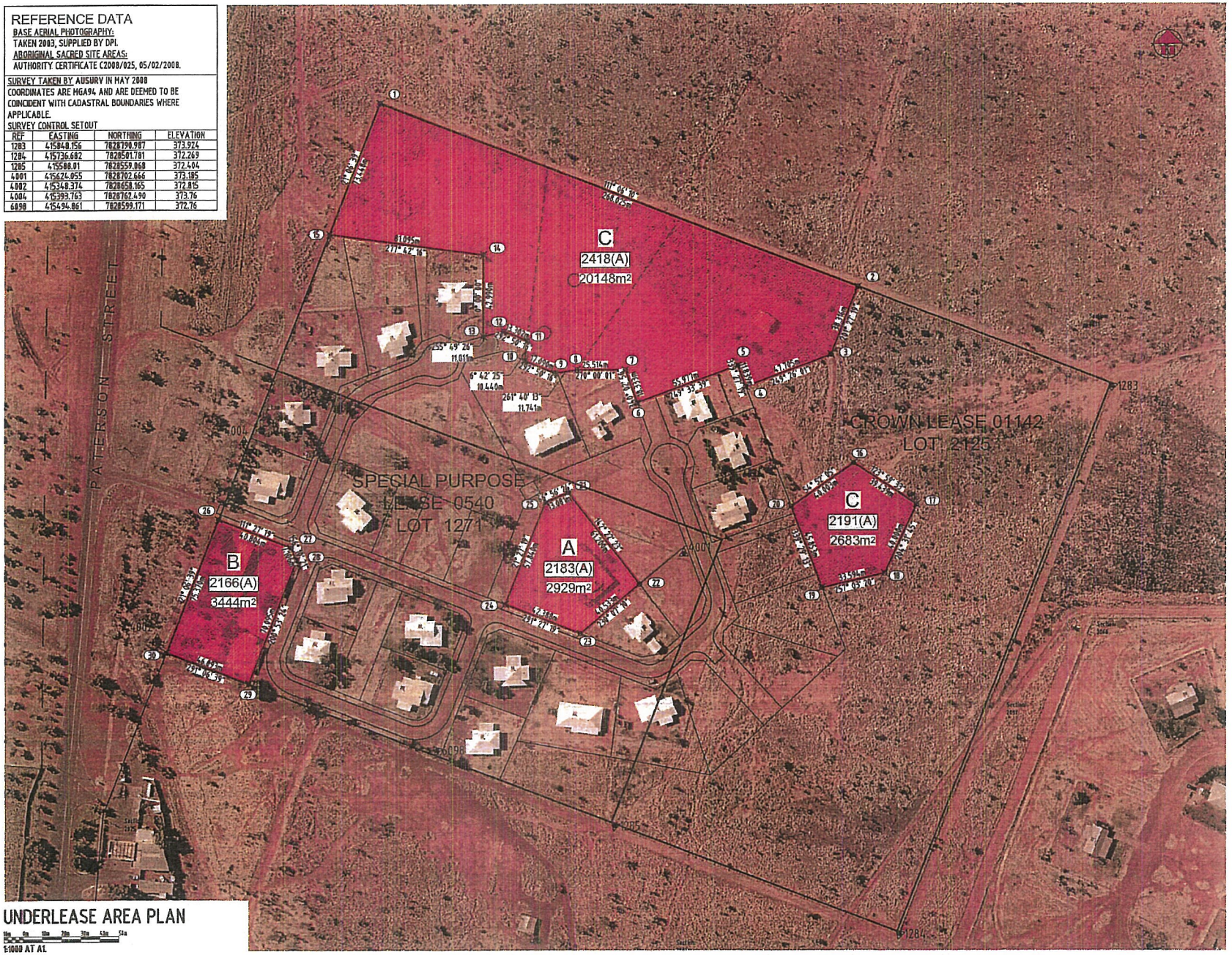
G:\PROJECTS\684-QW\CIVIL\684-...-TENNANT CREEK URBAN LIVING\01-PLANS\684-2037A.DWG - WUPPA (684).05 - UNDERLEASING

REFERENCE DATA

BASE AERIAL PHOTOGRAPHY:
TAKEN 2003, SUPPLIED BY DPI.
ABORIGINAL SACRED SITE AREAS:
AUTHORITY CERTIFICATE C2008/025, 05/02/2008.

SURVEY TAKEN BY AUSURV IN MAY 2008
COORDINATES ARE MGA94 AND ARE DEEMED TO BE COINCIDENT WITH CADASTRAL BOUNDARIES WHERE APPLICABLE.
SURVEY CONTROL SETOUT

REF	EASTING	NORTHING	ELEVATION
1283	415848.156	7828790.987	373.924
1284	415736.682	7828501.781	372.269
1285	415588.01	7828559.068	372.404
4001	415624.055	7828702.666	373.185
4002	415348.374	7828658.165	372.815
4004	415393.763	7828762.490	373.76
6098	415494.861	7828599.171	372.76



SETTING OUT TABLE

POINT	EASTING	NORTHING
1	415446.900	7828940.800
2	415714.950	7828843.500
3	415700.935	7828807.839
4	415656.270	7828791.081
5	415652.115	7828802.167
6	415599.663	7828782.619
7	415593.407	7828799.852
8	415567.893	7828799.852
9	415556.275	7828798.151
10	415540.525	7828804.784
11	415541.744	7828815.153
12	415529.485	7828820.316
13	415518.809	7828817.619
14	415518.809	7828860.618
15	415438.446	7828871.481
16	415712.791	7828750.654
17	415745.491	7828728.604
18	415728.884	7828692.214
19	415696.143	7828684.689
20	415680.054	7828727.619
21	415563.492	7828735.064
22	415600.856	7828686.593
23	415569.751	7828660.603
24	415530.300	7828676.108
25	415551.457	7828729.940
26	415380.372	7828721.063
27	415418.348	7828786.138
28	415421.219	7828699.638
29	415396.225	7828634.150
30	415353.226	7828650.751

UNDERLEASE AREA PLAN

1:1000 AT A1.

No.	DESCRIPTION	DATE	INIT.
	AMENDMENTS		
A	ISSUE FOR ADMINISTRATIVE APPPROVAL	09.10.2008	JTL/SGE

OPUS QANTEC McWILLIAM
A.B.N. 78 003 342 008
Level 1, 63 Smith Street
Darwin NT 0801
GPO Box 4083 Darwin NT 0801
Telephone: (08) 8981 2500
Facsimile: (08) 8941 1882
E-Mail: darwin@opusqmcw.com.au
N-D8004.04

territory housing

DRAWN	CHECKED
SGE/JTL	J.ANTOUN
DATE OCT 2008	DATE OCT 2008
DESIGNED	CHECKED
DATE	DATE
DESIGN PROJECT LEADER	PROJECT OFFICER
DATE	DATE

Northern Territory Government
Department of Planning and Infrastructure

TENNANT CREEK
NGALPA NGALPA (246)
INFRASTRUCTURE DESIGN PROJECT FOR TENNANT CREEK URBAN LIVING AREAS
SPECIAL PURPOSE LEASE 0540 LOT 1271 TOWN OF TENNANT CREEK (FROM PLAN S 80/190)
AND CROWN LEASE TERM 01142 LOT 2125 TOWN OF TENNANT CREEK (FROM PLAN S 96/271)

FILE No.	ASSET No.	SHEET No.	DRAWING No.	AMEND.	SHEET SIZE
-	-	- OF -	R08-2036	A	A1

©COPYRIGHT OPUS QANTEC MCWILLIAM - TENNANT CREEK URBAN LIVING AREAS - NGALPA NGALPA - R08-2036.04 - UNDERLEASING.DWG

REFERENCE DATA

BASE AERIAL PHOTOGRAPHY:
TAKEN 2003, SUPPLIED BY DPI.
ABORIGINAL SACRED SITE AREAS:
AUTHORITY CERTIFICATE C2008/825, 05/02/2008.

SURVEY TAKEN BY AUSURV IN MAY 2008
COORDINATES ARE MGA94 AND ARE DEEMED TO BE COINCIDENT WITH CADASTRAL BOUNDARIES WHERE APPLICABLE.
SURVEY CONTROL SETOUT

REF	EASTING	NORTHING	ELEVATION
5007	414375.247	7826453.167	369.495
8004	414517.542	7826466.456	367.923
bj24_p059	414443.853	7826435.986	368.314



SETTING OUT TABLE

POINT	EASTING	NORTHING
1	414467.676	7826579.672
2	414533.907	7826559.874
3	414517.806	7826506.412
4	414451.635	7826526.038

UNDERLEASE AREA PLAN

10m 0m 10m 20m 30m 40m 50m
1:1000 AT A1.

No.	DESCRIPTION	DATE	INT.
B	AMENDED FOR ADMINISTRATIVE APPROVAL	15.10.2008	JTL/SGE
A	ISSUE FOR ADMINISTRATIVE APPROVAL	09.10.2008	JTL/SGE

AMENDMENTS

OPUS QANTEC McWILLIAM
A.B.N. 79 088 342 065
Level 1, 80 Smith Street
Darwin NT 0801
GPO Box 4083 Darwin NT 0801
Telephone: (08) 8981 7600
Facsimile: (08) 8941 1882
E-Mail: darwin@opusqmow.com.au
The Association of Consulting Engineers Australia
N-D8004.87

territory housing

DRAWN	SGE\JTL	CHECKED	JANTOUN
DATE	OCT 2008	DATE	OCT 2008
DESIGNED		CHECKED	
DATE		DATE	
DESIGN PROJECT LEADER		PROJECT OFFICER	
DATE		DATE	

Northern Territory Government
Department of Planning and Infrastructure

TENNANT CREEK
VILLAGE AND SORRY CAMP (271)
INFRASTRUCTURE DESIGN PROJECT FOR TENNANT CREEK URBAN LIVING AREAS
CROWN LEASE PERPETUITY 01192 LOT 1004 TOWN OF TENNANT CREEK (FROM PLAN B 000314)
AND CROWN LEASE IN PERPETUITY 01113 LOT 2057 TOWN OF TENNANT CREEK (FROM PLAN S86/102A)

FILE No.	ASSET No.	SHEET No.	DRAWING No.	AMEND.	SHEET SIZE
-	-	C00.00 OF -	R08-2039	B	A1

Form 32

Section 65

Land Title Act

REGISTRAR-GENERAL'S DIRECTIONS

NORTHERN TERRITORY OF AUSTRALIA

U	**L**	**No:**
S	**L**	**No:**

Commissioner of Taxes use only (NOTE 1)

IMPORTANT NOTICE

Please Note Privacy Statement Overleaf

SUBLEASE

The owner of the lease subleases to the tenant the estate and interest in the land described and the tenant accepts this sublease of the land for the term and at the rent stipulated and subject to the covenants and conditions contained below or on the back of this document and acknowledges the amount payable or other consideration for the lease. (NOTES 2 – 3)

ESTATE AND INTEREST	Lease being subleased: Number:	Special Purpose 0540 Lease, Lot 1271 Town of Tennant Creek from Plan S80/190 (NOTE 4)

Register	Volume	Folio	Location	Lot Description	Plan	Unit
CT	629	846	Town of Tennant Creek	1271	S80/190	

(NOTE 5)

INTEREST BEING SUBLEASED	Part of the Lot being Administrative Lot Numbers 2166(A) and 2183(A) as shaded in red on the plan attached at Annexure A		(NOTE 6)
MARKET RENT UNDER THE SUB-LEASE		GST AMOUNT	(NOTE 7)
OTHER CONSIDERATION (Include Nil or Nominal Rent)	$1	GST AMOUNT $0.09	
OWNER OF THE LEASE	Chief Executive Officer (Housing)		(NOTE 8)
TENANT	Julilakari Council Aboriginal Corporation, PO Box 158, Tennant Creek , NT 0861		(NOTE 9)
TENANCY	Joint Tenants/Tenants in Common (Shareholding)		(NOTE 10)

TERM OF SUBLEASE	Commencing:	Expiring:	Right of Renewal:	
	__/__/2008	__/__/2018	No	(NOTE 11)
CONSENTS				(NOTE 12)

The Common Seal of Julalikari Council Aboriginal Corporation was affixed hereto this day of October 2008 in our presence pursuant to a resolution of the Council passed on the day of 2008

.....

Council Member: (Full name)

.....

Council Member: (Full name)

.....

SIGNED by Chief Executive Officer (Housing)

on (Date) .....

In the presence of:

.....

Qualified Witness:

.....

.....

(NOTE 13)

Registered on ..... At .....

CONSENT OF INTEREST HOLDERS

Instrument type: .....

Instrument No: .....

Name of Parties: .....

.....

I the registered proprietor of the interest shown above consent to the registration of this instrument.

Signed: .....

(Date): .....
In the presence of:

.....

Name of Qualified Witness: .....

Address or Telephone No.: .....

Instrument type: .....

Instrument No: .....

Name of Parties: .....

.....

I the registered proprietor of the interest shown above consent to the registration of this instrument.

Signed: .....

(Date): .....
In the presence of:

.....

Name of Qualified Witness: .....

Address or Telephone No.: .....

COVENANTS

It is hereby covenanted by and between the owner of lease and the tenant as follows;

☐ To comply with the provisions contained in Memorandum of Common Provisions recorded in the Register as LTO No.

☑ The conditions and covenants implied by Sections 117 & 119 *Law of Property Act* shall not apply. (delete one)

☑ To comply with the provisions annexed to this lease.

PRIVACY STATEMENT – LAND REGISTER FORMS

The Registrar-General's Office is authorised by the *Land Title Act* to collect the information on this form for the establishment and maintenance of the Land Register, which is made available for search by any person, anywhere, including through the Internet, upon payment of a fee. The information is regularly provided to other NT Government agencies, the Australian Valuation Office, local governments, the Australian Bureau of Statistics, the Australian Taxation Office or other Commonwealth Agencies as required or authorised by law, and some private sector organisations for conveyancing, local government, valuation, statistical, administrative and other purposes. The Department of Planning and Infrastructure also uses the information to prepare and sell or licence property sales reports to commercial organisations concerned with the development, sale or marketing of property.

Failure to provide the information in full or in part may prevent your application or transaction being completed.

Your personal information provided on this form can be subsequently accessed by you on request. If you have any queries please contact the Deputy Registrar-General on 8999 5318.

SPL Underlease

Tennant Creek Community Living Areas

Chief Executive Officer (Housing) (**Territory Housing**)

Julalikari Council Aboriginal Corporation (**JCAC**)

MinterEllison

LAWYERS

LEVEL 4, 66 SMITH STREET, DARWIN NT 0800
www.minterellison.com

Underlease

Details		3
1.	Defined terms & interpretation	4
2.	Grant of Underlease	5
3.	Conditions	5
4.	Renewal	5
5.	Rates, charges and taxes	6
6.	Utility charges	6
7.	Compliance with Headleases	6
8.	Repairs and maintenance	6
9.	Use of SPL Underlease Area	7
10.	Quiet enjoyment	7
11.	Breach	7
12.	Termination	7
13.	Dispute resolution	7
14.	Holding over	8
15.	Costs of SPL Underlease	8
16.	Notices and other communications	8
17.	Goods and Services Tax	9
18.	Miscellaneous	9
Schedule 1 - SPL Underlease Particulars		11
Signing page		12
Annexure A: Map of Underlease Area		

Details

Date

2008

Parties

Name	**Chief Executive Officer (Housing)**
Short form name	**Territory Housing**
Notice details	1 Briggs Street, Darwin NT 0800 Facsimile: 08 8999 98488 Attention: General Manager

Name	**Julalikari Council Aboriginal Corporation**
Short form name	**JCAC**
Notice details	PO Box 158, Tennant Creek , NT 0861 Facsimile: 08 8962 3236 Attention: General Manager

Background

A Pursuant to the Headleases, the NTA granted leases of the part of the Premises to JHI, and part of the Premises to JCAC.

B JHI and JCAC each has granted, or will grant, a sublease of those parts of the Premises in relation to which they are lessee, to Territory Housing.

C Territory Housing wishes to grant an underlease of the SPL Underlease Area to JCAC, and JCAC wishes to accept the grant of an underlease of the SPL Underlease Area, on the terms of this SPL Underlease.

D Territory Housing also wishes to grant an underlease of the CL Underlease Area to JCAC, and the parties have entered into, or will enter into, a separate underlease (**CL Underlease**) in relation to the CL Underlease Area.

E JHI consents under clause 17.(b) of the Sublease between it and Territory Housing, to Territory Housing granting to JCAC an underlease of those parts of the Premises in relation to which they are lessee.

F The consent of the Minister administering the *Special Purpose Leases Act* is required pursuant to section 6 of the *Special Purpose Leases Act* in order for Territory Housing to grant to JCAC this SPL Underlease.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this Underlease:

Aboriginal has the meaning given in the Act;

Act means the *Aboriginal Land Rights (Northern Territory) Act 1976 (Cth)*;

Business Day means a day that is not a Saturday, Sunday or public holiday in the Northern Territory;

Business Hours means from 9.00am to 5.00pm on a Business Day;

CL Underlease means the underlease referred to in Recital D;

Commencement Date means the date specified in Item 2;

Headlease means each of the leases set out in the middle column of Item 1;

Improvement includes buildings, structures, fixtures, fittings, plant, equipment and material or articles which are erected on or attached to the SPL Underlease Area (including without limitation houses, fences, streetlights, power poles) but does not include Services;

Initial Term means the period specified in Item 3;

JCAC means Julalikari Council Aboriginal Corporation ABN 52 109 391 552 incorporated under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cth)*;

NTA means the Northern Territory of Australia;

Option Period means that period specified in Item 4;

Permitted Use means the uses specified in Item 5;

Premises means the premises described in the right-hand column of Item 1 and includes the Improvements and Services on the Premises;

Rent means $1.00 if demanded;

Services includes:

(a) all utilities and services on or connected to the Premises including water, gas, electricity, lighting, sanitation, drainage, stormwater, computer services, communication and telecommunication systems, oil and any other source or type of energy and fuel and includes all wires, cables, pipes ducts and conduits, tanks, electrical and mechanical plant and all other ancillary or associated parts and accessories; and

(b) all roads and footpaths on the Premises;

SPL Underlease means this underlease;

SPL Underlease Area means the areas shaded in red in the plans in Annexure A and labelled with the following Administrative Lot Numbers 2166(A) and 2183(A), and includes the Improvements and Services on the Underlease Area;

Sublease means the sublease granted to by JHI to Territory Housing, and the sublease granted by JCAC to Territory Housing; and

Term means the Initial Term, the First Option Period and the Second Option Period, unless this Underlease is terminated earlier.

1.2 Interpretation

In this Underlease, unless a contrary intention appears:

(a) a reference to an Item is a reference to an Item in Schedule 1;

(b) a reference to a Schedule is a reference to a Schedule to this Underlease;

(c) words in the singular include the plural and vice versa;

(d) words importing one gender include each of the other genders; and

(e) a reference to a party includes its successors in title.

2. Grant of Underlease

In consideration of the Rent and JCAC's covenants, Territory Housing underleases to JCAC the SPL Underlease Area for the Permitted Use for the Term.

3. Conditions

3.1 Pre-conditions

(a) This Underlease is conditional upon:

(i) JHI, JCAC and Territory Housing entering into the Subleases;

(ii) JCAC and Territory Housing entering into the CL Underlease; and

(iii) the Minister administering the *Crown Lands Act* providing his or her consent pursuant to section 47 of the *Crown Lands Act* in relation to the Subleases and the CL Underlease; and

(iv) the Minister administering the *Special Purpose Lease Act* providing his or her consent pursuant to section 6 of the *Special Purposes Leases Act* in relation to the Subleases and this SPL Underlease;

and the parties must execute this SPL Underlease at the same time as the Subleases and the CL Underlease are executed.

(b) The parties agree that:

(i) each party must use its reasonable endeavours to obtain the consents required under clause 3.1(a); and

(ii) if those consents are not obtained by 31 December 2008, either party may terminate this Sublease by giving written notice to the other party.

3.2 No assignment

JCAC must not assign or transfer, sublet, part with or share the possession of, grant any licence affecting, mortgage, encumber, charge or otherwise deal with or dispose of this SPL Underlease or the SPL Underlease Area.

4. Renewal

The parties:

(a) acknowledge that neither party has an option to renew this SPL Sublease; and

(b) agree that each party must, at the request of the other party, negotiate in good faith whether to renew this SPL Underlease.

5. Rates, charges and taxes

JCAC must pay all rates, charges and taxes in respect of the SPL Underlease Area and any building located upon the SPL Underlease Area.

6. Utility charges

JCAC must pay for all electricity, water and gas consumed or used on the SPL Underlease Area.

7. Compliance with Headleases

All of JHI's and JCAC's covenants and obligations contained in each Headlease and Sublease are incorporated and deemed to be incorporated into this SPL Underlease as if they were specifically set out in this SPL Underlease, and JCAC agrees with Territory Housing in relation to the SPL Underlease Area in and on the same terms conditions and covenants as JHI and JCAC (each as lessee) has covenanted and agreed with the NTA (as lessor).

8. Repairs and maintenance

(a) JCAC is responsible for repairing and maintaining the SPL Underlease Area during the Term and must ensure that the SPL Underlease Area (including Improvements and all outside and open areas) are kept:

(i) clean;

(ii) neat and tidy in appearance;

(iii) in a state of reasonable repair; and

(iv) clear of graffiti and litter.

(b) Territory Housing and any person authorised by Territory Housing may at all reasonable times enter the SPL Underlease Area and view its condition and state of repair, and if Territory Housing considers that there is any defect or damage which the JCAC is obliged to repair, Territory Housing may notify JCAC of the defect or damage and require JCAC to repair it within a reasonable time.

(c) If JCAC does not fulfil its obligations under clause 8(a) or (b), Territory Housing may (without any obligation to do so) undertake such repairs and maintenance and recover the cost of doing so from JCAC.

(d) Territory Housing may on reasonable notice enter onto the SPL Underlease Area, to construct, demolish, upgrade, extend, refurbish, or do any other act or thing in relation to all Improvements and Services on the Premises, and in relation to the Premises generally.

(e) Territory Housing will not exercise its right under clause 8(d), unless it considers it reasonable for the purposes of ensuring:

(i) that nothing in or on the SPL Underlease Area infringes, or otherwise adversely impacts on its occupation of the Premises;

(ii) the SPL Underlease Area is maintained in manner and up to a standards that is appropriate for the Permitted Use that relate to that particular SPL Underlease Area; and

(iii) the safety of any person.

(f) For the purposes of Territory Housing exercising its right under clause 8(d), in relation to the SPL Underlease Areas that are marked 'C' (ceremonial and traditional Aboriginal purposes), and without limiting Territory Housing's right of entry under that clause, Territory Housing agrees to observe JCAC's reasonable requirements that assist Territory Housing to demonstrate respect for aboriginal cultural practices and beliefs, except in the case of emergency.

9. Use of SPL Underlease Area

JCAC must not use the SPL Underlease Area for any purpose other than the Permitted Use without the written consent of Territory Housing.

10. Quiet enjoyment

Territory Housing covenants with JCAC that JCAC may peaceably hold and enjoy the SPL Underlease Area during the Term without any interruption or disturbance from Territory Housing or any person lawfully claiming through or under Territory Housing.

11. Breach

If:

(a) JCAC breaches any of its obligations under the CL Underlease; and

(b) an equivalent obligation is imposed on JCAC under this SPL Underlease,

then JCAC is deemed to have breached that equivalent obligation under this SPL Underlease.

12. Termination

(a) If JCAC breaches any of its obligations under this SPL Underlease, Territory Housing may terminate this SPL Underlease if:

(i) it provides JCAC with written notice detailing the alleged breach; and

(ii) JCAC does not remedy the breach within 30 days of receipt of that notice.

(b) If the CL Underlease terminates for any reason, this SPL Underlease automatically terminates on the same day.

(c) If Crown Lease Term 01142 and Special Purpose Lease 0540 are consolidated to create a new Crown Lease in Perpetuity, the parties must do all things necessary to ensure that the rights granted to JCAC under this SPL Underlease continue under the new Crown Lease in Perpetuity.

13. Dispute resolution

(a) The parties agree that a dispute arising under this SPL Underlease will be dealt with as follows:

(i) the party claiming that there is a dispute will give the other party a notice setting out the nature of the dispute;

(ii) within 7 Business Days after receipt of that notice each party will seek to negotiate a resolution, with the representatives of each party being the people with day-to-day responsibility of the relevant issue;

(iii) failing settlement within 14 Business Days, CEO of Territory Housing and the General Manager of JCAC will try to settle the dispute by direct negotiation between them;

(iv) failing settlement within a further 14 Business Days, the parties may agree to refer the dispute to mediation;

(v) the parties will cooperate fully with any process instigated under this clause in order to achieve a speedy resolution; and

(vi) if a resolution is not reached through mediation within a further 28 Business Days, either party may commence legal proceedings or exercise any other rights it may have under or in respect of this SPL Underlease.

(b) Each party will bear its own costs of complying with this clause 12(a), and the parties must bear equally the cost of any third person engaged under clause 13(a)(iv).

(c) Clause 12(a) does not apply to legal proceedings by either party seeking urgent interlocutory relief.

14. Holding over

Where JCAC continues in occupation of the SPL Underlease Area after the expiration of the Term without any demand for possession having been made by Territory Housing, JCAC is deemed to be holding the SPL Underlease Area under a monthly tenancy determinable at any time upon 30 day's notice (which notice may expire at any time) being given by either party to the other, at the same Rent and upon and subject to the same terms as are contained in this SPL Underlease so far as they can be applied to a monthly tenancy.

15. Costs of SPL Underlease

(a) Each party must each bear their own costs of and incidental to the negotiation, settlement, preparation and execution of this SPL Underlease.

(b) Territory Housing will pay any costs associated with stamp duty, registration, planning approval and all other necessary consents and survey in respect of or in connection with this SPL Underlease.

16. Notices and other communications

16.1 Service of notices

A notice, demand, consent, approval or communication under this SPL Underlease (**Notice**) must be:

(a) in writing, in English and signed by a person duly authorised by the sender; and

(b) hand delivered or sent by prepaid post or facsimile to the recipient's address for Notices specified in the Details, as varied by any Notice given by the recipient to the sender.

16.2 Effective on receipt

A Notice given in accordance with clause 16.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

(a) if hand delivered, on delivery;

(b) if sent by prepaid post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia);

(c) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the entire Notice unless, within eight Business Hours after the transmission, the recipient informs the sender that it has not received the entire Notice,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

17. Goods and Services Tax

(a) For the purposes of this clause:

(i) GST Act means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and

(ii) adjustment event, adjustment note, GST, input tax credit and taxable supply have the meanings given to those terms in the GST Act.

(b) Unless otherwise stated, all amounts payable by one party to the other party under this SPL Underlease are exclusive of GST.

(c) A recipient of a taxable supply made under this SPL Underlease must pay to the supplier an amount equivalent to any GST paid or payable by the supplier in respect of the taxable supply, subject to the supplier issuing a valid tax invoice in accordance with the GST Act to the recipient.

(d) A party's obligation to reimburse the other party for an amount paid or payable to a third party includes GST on the amount paid or payable to the third party, except to the extent that the party being reimbursed is entitled to claim an input tax credit for that GST.

(e) Each party must issue an adjustment note to the other party as soon as it becomes aware of an adjustment event relating to a taxable supply by it under this SPL Underlease.

18. Miscellaneous

(a) This SPL Underlease may be executed by the parties in any number of counterparts and all counterparts taken together will constitute one instrument.

(b) Any term of this SPL Underlease which is not applicable to the SPL Underlease Area or which is repugnant to the general interpretation of this SPL Underlease or which is invalid unlawful void or unenforceable shall be capable of severance without affecting any of the other terms of this SPL Underlease.

(c) Without limiting clause 18(b), if any of the Headleases terminates (including expires) during the Term, then:

(i) that part of the SPL Underlease Area relating to that Headlease is excised from the SPL Underlease Area;

(ii) that excision has no effect on the remaining parts of the SPL Underlease Area;

(iii) the parties must do all things necessary, including varying this SPL Underlease and signing any other documents, to reflect that this SPL Underlease continues in respect of the remaining parts of the SPL Underlease Area.

(d) JCAC consents to Territory Housing completing or amending any Land Title Office panel form which may be required to register this SPL Underlease, or any amendment to this SPL Underlease contemplated in this SPL Underlease, from time to time. JCAC agrees to sign such documents as may be necessary to achieve this.

(e) This SPL Underlease shall not create any relationship between JCAC and Territory Housing other than the relationship of underlessor and underlessee.

Schedule 1 - SPL Underlease Particulars

1.	**Premises**	Headlease	Premises
		1. Crown Lease in Perpetuity 01103	1. Lot 2051 Town of Tennant Creek from plan S 86/060 (Kargaru)
		2. Crown Lease in Perpetuity 01114	2. Lot 2055 Town of Tennant Creek from plan S 86/102B (Marla Marla)
		3. Crown Lease in Perpetuity 01191	3. Lot 1273 Town of Tennant Creek from plan S 74/062A (Munji-Marla)
		4. Crown Lease in Perpetuity 01192	4. Lot 1004 Town of Tennant Creek from plan B 000314 (The Village)
		5. Crown Lease in Perpetuity 01122	5. Lot 2065 Town of Tennant Creek from plan S 88/37 (Tinkarli)
		6. Crown Lease in Perpetuity 01113	6. Lot 2057 Town of Tennant Creek from plan S 86/102A (Village Camp)
		7. Crown Lease in Perpetuity 01123	7. Lot 2066 Town of Tennant Creek from plan S 88/37 (Wuppa)
		8. Special Purpose Lease 0540	8. Lot 1271 Town of Tennant Creek from plan S 80/190 (Ngalpa Ngalpa)
		9. Crown Lease Term 01142	9. Lot 2125 Town of Tennant Creek from plan S96/271
		* The Headlease and Premises with corresponding numbers are the same parcel of land.	
2.	**Commencement Date**	The day on which the Minister provides his or her consent under clause 3.1(a) of this SPL Underlease.	
3.	**Term of Underlease**	10 years commencing on the Commencement Date	
4.	**Option Periods**	Nil	
5.	**Permitted Use**	For those areas on the plan marked A, community buildings and spaces. For those areas on the plan marked B, child care centres. For those areas on the plan marked C, ceremonial and traditional Aboriginal purposes.	

Signing page

EXECUTED as an agreement.

Signed by **Chief Executive Officer (Housing)** in the presence of

Signature of witness ←

Name of witness (print)

Signature of Chief Executive Officer (Housing) ←

Name of Chief Executive Officer (Housing) (print)

The Common Seal of **Julalikari Council Aboriginal Corporation** was affixed hereto this day of October 2008 in our presence pursuant to a resolution of the Council passed on the day of 2008:

Council Member ←

Name of Council Member

Council Member ←

Name of Council Member

Annexure A

Map of SPL Underlease Area

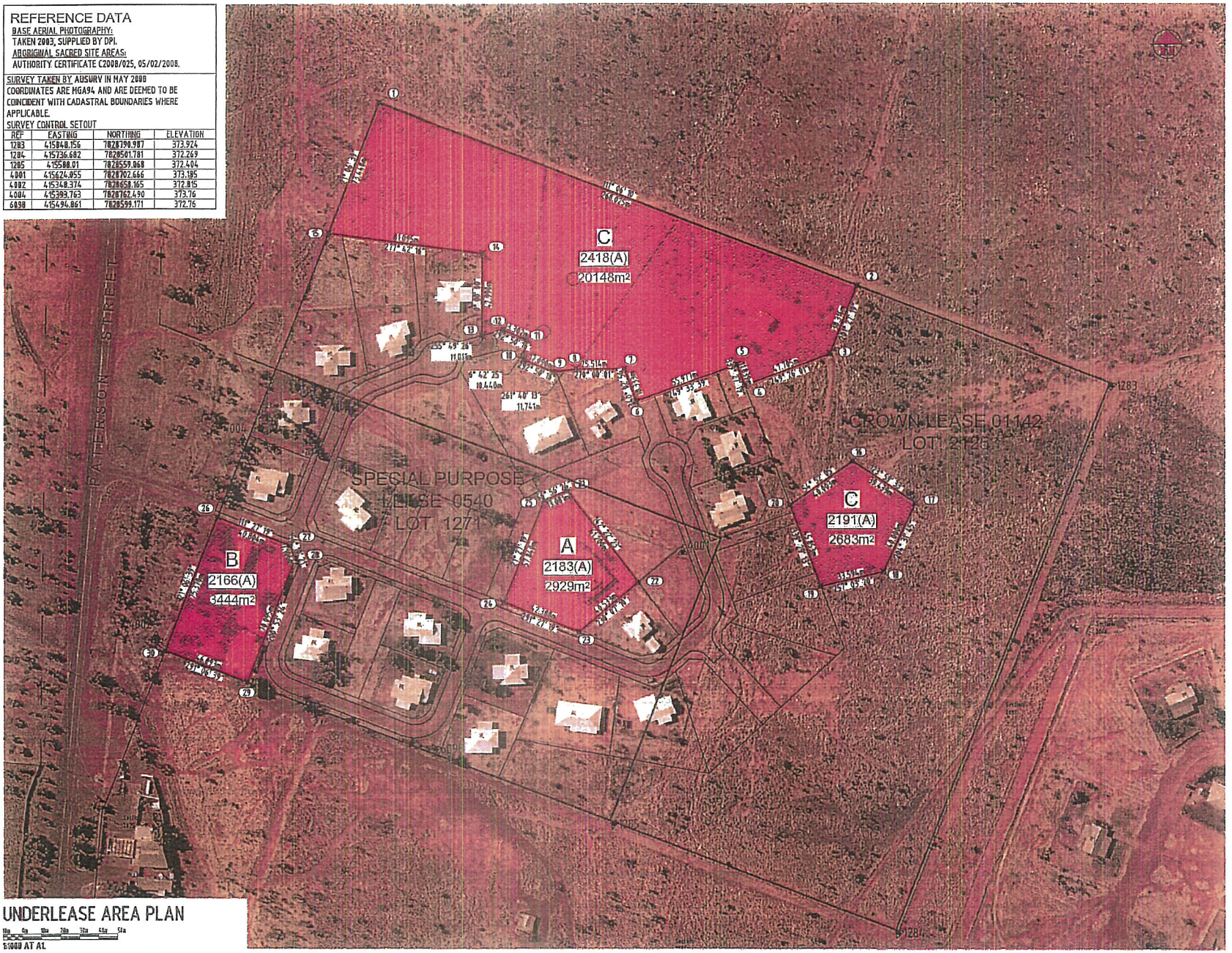
REFERENCE DATA

BASE AERIAL PHOTOGRAPHY:
TAKEN 2003, SUPPLIED BY DPI.
ABORIGINAL SACRED SITE AREAS:
AUTHORITY CERTIFICATE C2008/025, 05/02/2008.

SURVEY TAKEN BY AUSURV IN MAY 2008
COORDINATES ARE MGA94 AND ARE DEEMED TO BE COINCIDENT WITH CADASTRAL BOUNDARIES WHERE APPLICABLE.

SURVEY CONTROL SETOUT

REF	EASTING	NORTHING	ELEVATION
1283	415848.156	7828390.987	373.924
1284	415736.682	7828501.781	372.269
1285	415580.01	7828559.868	372.404
4001	415624.955	7828702.666	373.195
4002	415348.374	7828658.165	372.815
4004	415383.763	7828762.490	373.76
6038	415496.861	7828599.171	372.76



UNDERLEASE AREA PLAN

1:1000 AT A1

SETTING OUT TABLE

POINT	EASTING	NORTHING
1	415464.980	7828940.000
2	415714.950	7828043.500
3	415700.935	7828007.839
4	415656.270	7828791.081
5	415652.115	7828802.167
6	415599.663	7828782.679
7	415593.407	7828799.852
8	415567.893	7828799.852
9	415556.275	7828798.151
10	415540.525	7828804.784
11	415541.744	7828815.153
12	415529.485	7828829.316
13	415518.809	7828817.619
14	415518.809	7828860.618
15	415438.446	7828871.481
16	415712.791	7828758.654
17	415745.491	7828728.604
18	415728.884	7828692.214
19	415696.143	7828684.689
20	415680.054	7828727.619
21	415563.492	7828735.044
22	415600.856	7828686.593
23	415569.751	7828668.603
24	415530.300	7828676.108
25	415551.457	7828729.940
26	415380.372	7828721.863
27	415418.348	7828786.138
28	415421.219	7828699.638
29	415396.225	7828634.150
30	415353.226	7828650.751

No.	DESCRIPTION	DATE	INIT.
A	ISSUE FOR ADMINISTRATIVE APPPROVAL	04.12.2008	JTL/SGE

AMENDMENTS

OPUS QANTEC McWILLIAM
A.B.N. 78 009 342 008
Level 1, 60 Smith Street
Darwin NT 0800
GPO Box 4003 Darwin NT 0801
Telephone: (08) 8981 2300
Facsimile: (08) 8941 1081
E-Mail: darwin@qmcpl.com.au

territory housing

DRAWN	SGE/JTL	CHECKED	J.ANTOUN
DATE	OCT 2008	DATE	OCT 2008
DESIGNED		CHECKED	
DATE		DATE	
DESIGN PROJECT LEADER		PROJECT OFFICER	
DATE		DATE	

Northern Territory Government
Department of Planning and Infrastructure

TENNANT CREEK
NGALPA NGALPA (246)
INFRASTRUCTURE DESIGN PROJECT FOR TENNANT CREEK URBAN LIVING AREAS
SPECIAL PURPOSE LEASE 0540 LOT 1271 TOWN OF TENNANT CREEK (FROM PLAN S 90/190)
AND CROWN LEASE TERM 01142 LOT 2125 TOWN OF TENNANT CREEK (FROM PLAN S 96/271)

FILE No.	ASSET No.	SHEET No.	DRAWING No.	AMEND.	SHEET SIZE
-	-	- OF -	R08-2036	A	A1

Form 32

Section 65

Land Title Act
REGISTRAR-GENERAL'S DIRECTIONS

NORTHERN TERRITORY OF AUSTRALIA

U	**L**	**No:**
S	**L**	**No:**

Kara Maclean
Executive Assistant

IMPORTANT NOTICE

Please Note Privacy Statement Overleaf

Commissioner of Taxes use only (NOTE 1)

SUBLEASE

The owner of the lease subleases to the tenant the estate and interest in the land described and the tenant accepts this sublease of the land for the term and at the rent stipulated and subject to the covenants and conditions contained below or on the back of this document and acknowledges the amount payable or other consideration for the lease. (NOTES 2 – 3)

ESTATE AND INTEREST

Lease being subleased: Number:	Each Lease listed in the right hand column of Item 1 of Schedule 1, except Special Purpose Lease 0540, Lot 1271 Town of Tenant Creek from plan S80/190, Crown Lease in Perpetuity Term 1114, Lot 1273 Town of Tennant Creek from Plan S74/062A and Crown Lease in Perpetuity Term 1192, Lot 1004 Town of Tennant Creek from Plan B000314..

(NOTE 4)

Register	Volume	Folio	Location	Lot Description	Plan	Unit
CT	501	041	Town of Tennant Creek	2051	S86/060	
CT	312	089	Town of Tennant Creek	2055	S86/102B	
CT	371	160	Town of Tennant Creek	2065	S88/37	
CT	371	161	Town of Tennant Creek	2066	S88/37	
CT	728	827	Town of Tennant Creek	2125	S96/271	
CT	311	019	Town of Tennant Creek	2057	S 86/102A	

(NOTE 5)

INTEREST BEING SUBLEASED

Part of the Lots being Administrative Lot Numbers: 2267(A), 2275(A), 2283(A), 2303 (A), 2630 (A), 2414 (A), 2417 (A), 2249(A), 2209 (A), 2418(A), 2191 (A) and 2227(A) as shaded in red on the plan attached at Annexure A. (NOTE 6)

MARKET RENT UNDER THE SUB-LEASE		GST AMOUNT
OTHER CONSIDERATION (Include Nil or Nominal Rent)	$1	GST AMOUNT $0.09

(NOTE 7)

OWNER OF THE LEASE: Chief Executive Officer (Housing) (NOTE 8)

TENANT: Julalikari Council Aboriginal Corporation, PO Box 158, Tennant Creek NT 0861 (NOTE 9)

TENANCY: Joint Tenants/Tenants in Common (Shareholding) (NOTE 10)

TERM OF SUBLEASE

Commencing:	Expiring:	Right of Renewal:
___/___/2008	___/___/2018	No

(NOTE 11)

Registered on ……..…… At ……..……

CONSENTS (NOTE 12)

The Common Seal of Julalikari Council Aboriginal Corporation was affixed hereto this 20th day of October 2008 in our presence pursuant to a resolution of the Council passed on the 20th day of 2008

JULALIKARI COUNCIL ABORIGINAL CORPORATION COMMON SEAL

Geoffrey Shannon Geoffrey Shannon
Council Member: (Full name)

GINA MAREE SMITH
Council Member: (Full name)

SIGNED by Chief Executive Officer (Housing)
on (Date) 27 OCT 2008
In the presence of:
Kara Maclean.
Qualified Witness:
Kara Maclean
Executive Assistant

(NOTE 13)

CONSENT OF INTEREST HOLDERS

Instrument type: .....

Instrument No: .....

Name of Parties: .....

.....

I the registered proprietor of the interest shown above consent to the registration of this instrument.

Signed: .....

(Date): .....
In the presence of:

.....

Name of Qualified Witness: .....

Address or Telephone No.: .....

Instrument type: .....

Instrument No: .....

Name of Parties: .....

.....

I the registered proprietor of the interest shown above consent to the registration of this instrument.

Signed: .....

(Date): .....
In the presence of:

.....

Name of Qualified Witness: .....

Address or Telephone No.: .....

COVENANTS

It is hereby covenanted by and between the owner of lease and the tenant as follows;

☐ To comply with the provisions contained in Memorandum of Common Provisions recorded in the Register as LTO No.
☑ The conditions and covenants implied by Sections 117 & 119 *Law of Property Act* shall not apply. (delete one)
☑ To comply with the provisions annexed to this lease.

PRIVACY STATEMENT – LAND REGISTER FORMS

The Registrar-General's Office is authorised by the *Land Title Act* to collect the information on this form for the establishment and maintenance of the Land Register, which is made available for search by any person, anywhere, including through the Internet, upon payment of a fee. The information is regularly provided to other NT Government agencies, the Australian Valuation Office, local governments, the Australian Bureau of Statistics, the Australian Taxation Office or other Commonwealth Agencies as required or authorised by law, and some private sector organisations for conveyancing, local government, valuation, statistical, administrative and other purposes. The Department of Planning and Infrastructure also uses the information to prepare and sell or licence property sales reports to commercial organisations concerned with the development, sale or marketing of property.

Failure to provide the information in full or in part may prevent your application or transaction being completed.

Your personal information provided on this form can be subsequently accessed by you on request. If you have any queries please contact the Deputy Registrar-General on 8999 5318.

CL Underlease

Tennant Creek Community Living Areas

Chief Executive Officer (Housing) (**Territory Housing**)

Julalikari Council Aboriginal Corporation (**JCAC**)

MinterEllison

LAWYERS

LEVEL 4, 66 SMITH STREET, DARWIN NT 0800
TEL: +61 8 8901 5900 FAX: +61 8 8901 5901
www.minterellison.com

Underlease

Details		3
1.	Defined terms & interpretation	4
2.	Grant of Underlease	5
3.	Conditions	5
4.	Renewal	5
5.	Rates, charges and taxes	6
6.	Utility charges	6
7.	Compliance with Headleases	6
8.	Repairs and maintenance	6
9.	Use of CL Underlease Area	7
10.	Quiet enjoyment	7
11.	Breach	7
12.	Termination	7
13.	Change of Definition of 'Premises' and 'CL Underlease Areas'	8
14.	Dispute resolution	8
15.	Holding over	9
16.	Costs of CL Underlease	9
17.	Notices and other communications	9
18.	Goods and Services Tax	10
19.	Miscellaneous	10
Schedule 1 - CL Underlease Particulars		11
Signing page		12
Annexure A: Map of Underlease Areas		

Details

Date

2008

Parties

Name	**Chief Executive Officer (Housing)**
Short form name	**Territory Housing**
Notice details	1 Briggs Street, Darwin NT 0800 Facsimile: 08 8999 98488 Attention: General Manager

Name	**Julalikari Council Aboriginal Corporation**
Short form name	**JCAC**
Notice details	PO Box 158, Tennant Creek , NT 0861 Facsimile: 08 8962 3236 Attention: General Manager

Background

A Pursuant to the Headleases, the NTA granted leases of the part of the Premises to JHI, and part of the Premises to JCAC.

B JHI and JCAC each has granted, or will grant, a sublease of those parts of the Premises in relation to which they are lessee, to Territory Housing.

C Territory Housing wishes to grant an underlease of the CL Underlease Area to JCAC, and JCAC wishes to accept the grant of an underlease of the CL Underlease Area, on the terms of this CL Underlease.

D JHI consents, under clause 17 of its Sublease with Territory Housing, to Territory Housing granting to JCAC an underlease of those parts of the Premises in relation to which JHI is the lessee.

E Territory Housing also wishes to grant an underlease of the SPL Underlease Area to JCAC, and the parties have entered into, or will enter into, a separate underlease (**SPL Underlease**) in relation to the SPL Underlease Area.

F The consent of the Minister administering the *Crown Lands Act* is required pursuant to section 47 of the *Crown Lands Act* in order for Territory Housing to grant to JCAC this CL Underlease.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this Underlease:

Aboriginal has the meaning given in the Act;

Act means the *Aboriginal Land Rights (Northern Territory) Act 1976 (Cth)*;

Business Day means a day that is not a Saturday, Sunday or public holiday in the Northern Territory;

Business Hours means from 9.00am to 5.00pm on a Business Day;

CL Underlease means this underlease;

CL Underlease Area means, subject to clause 13, the areas shaded in red in the plans in Annexure A and labelled with the following Administrative Lot Numbers: 2418(A), 2191(A), 2303(A), 2267(A), 2275(A), 2283(A), 2209(A) 2417(A), 2414(A), 2630 (A), 2249(A) and 2227(A), and includes the Improvements and Services on the CL Underlease Area;

Commencement Date means the date specified in Item 2;

Headlease means each of the leases set out in the middle column of Item 1;

Improvement includes buildings, structures, fixtures, fittings, plant, equipment and material or articles which are erected on or attached to the CL Underlease Area (including without limitation houses, fences, streetlights, power poles) but does not include Services;

Initial Term means the period specified in Item 3;

JCAC means Julalikari Council Aboriginal Corporation ABN 52 109 391 552 incorporated under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cth)*;

NTA means the Northern Territory of Australia;

Option Period means that period specified in Item 4;

Permitted Use means the uses specified in Item 5;

Premises means the premises described in the right-hand column of Item 1 and includes the Improvements and Services on the Premises;

Rent means $1.00 if demanded;

Services includes:

(a) all utilities and services on or connected to the Premises including water, gas, electricity, lighting, sanitation, drainage, stormwater, computer services, communication and telecommunication systems, oil and any other source or type of energy and fuel and includes all wires, cables, pipes ducts and conduits, tanks, electrical and mechanical plant and all other ancillary or associated parts and accessories; and

(b) all roads and footpaths on the Premises;

SPL Underlease means the underlease referred to in Recital E;

Sublease means the sublease granted to by JHI to Territory Housing, and the sublease granted by JCAC to Territory Housing; and

Term means the Initial Term, the First Option Period and the Second Option Period, unless this Underlease is terminated earlier.

1.2 Interpretation

In this Underlease, unless a contrary intention appears:

(a) a reference to an Item is a reference to an Item in Schedule 1;

(b) a reference to a Schedule is a reference to a Schedule to this Underlease;

(c) words in the singular include the plural and vice versa;

(d) words importing one gender include each of the other genders; and

(e) a reference to a party includes its successors in title.

2. Grant of Underlease

In consideration of the Rent and JCAC's covenants, Territory Housing underleases to JCAC the CL Underlease Area for the Permitted Use for the Term.

3. Conditions

3.1 Pre-conditions

(a) This CL Underlease is conditional upon:

(i) JHI, JCAC and Territory Housing entering into the Subleases;

(ii) JCAC and Territory Housing entering into the SPL Underlease;

(iii) the Minister administering the *Crown Lands Act* providing his or her consent pursuant to section 47 of the *Crown Lands Act* in relation to the Subleases and this CL Underlease; and

(iv) the Minister administering the *Special Purpose Lease Act* providing his or her consent pursuant to section 6 of the *Special Purposes Leases Act* in relation to the Subleases and the SPL Underlease,

and the parties must execute this CL Underlease at the same time as the Subleases and the SPL Underlease are executed.

(b) The parties agree that:

(i) each party must use its reasonable endeavours to obtain the consents required under clause 3.1(a); and

(ii) if those consents are not obtained by 31 December 2008, either party may terminate this Sublease by giving written notice to the other party.

3.2 No assignment

JCAC must not assign or transfer, sublet, part with or share the possession of, grant any licence affecting, mortgage, encumber, charge or otherwise deal with or dispose of this CL Underlease or the CL Underlease Area.

4. Renewal

(a) Following execution of this CL Underlease, either party may cause to be lodged a plan of survey in respect of the CL Underlease Area, in accordance with section 49 of the *Licensed Surveyors Act*.

(b) Territory Housing is responsible for the cost of preparing and lodging the plan of survey.

(c) Conditional upon the plan of subdivision being approved by the Surveyor-General, either party may, by written notice to the other party at any time prior to six months before the end of the Initial Term, renew this CL Underlease for the Option Period.

(d) During the Option Period, the terms of this Underlease shall remain the same as during the Initial Term, except that this clause will be deleted.

(e) If anything in this clause 4 causes a party to breach section 61 of the *Planning Act*, then:

(i) this clause 4 (with the exception of the remainder of this clause 4(e)) is severed from this CL Underlease;

(ii) neither party will have an option to renew this CL Underlease; and

(iii) each party must, at the request of the other party, negotiate in good faith whether to renew this CL Underlease.

5. Rates, charges and taxes

JCAC must pay all rates, charges and taxes in respect of the CL Underlease Area and any building located upon the CL Underlease Area.

6. Utility charges

JCAC must pay for all electricity, water and gas consumed or used on the CL Underlease Area.

7. Compliance with Headleases

All of JHI's and JCAC's covenants and obligations contained in each Headlease and Sublease are incorporated and deemed to be incorporated into this CL Underlease as if they were specifically set out in this CL Underlease, and JCAC agrees with Territory Housing in relation to the CL Underlease Area in and on the same terms conditions and covenants as JHI and JCAC (each as lessee) has covenanted and agreed with the NTA (as lessor).

8. Repairs and maintenance

(a) JCAC is responsible for repairing and maintaining the CL Underlease Area during the Term and must ensure that the CL Underlease Area (including Improvements and all outside and open areas) are kept:

(i) clean;

(ii) neat and tidy in appearance;

(iii) in a state of reasonable repair; and

(iv) clear of graffiti and litter.

(b) Territory Housing and any person authorised by Territory Housing may at all reasonable times enter the CL Underlease Area and view its condition and state of repair, and if Territory Housing considers that there is any defect or damage which the JCAC is obliged to repair, Territory Housing may notify JCAC of the defect or damage and require JCAC to repair it within a reasonable time.

(c) If JCAC does not fulfil its obligations under clause 8(a) or (b), Territory Housing may (without any obligation to do so) undertake such repairs and maintenance and recover the cost of doing so from JCAC.

(d) Territory Housing may on reasonable notice enter onto the CL Underlease Area, to construct, demolish, upgrade, extend, refurbish, or do any other act or thing in relation to all Improvements and Services on the Premises, and in relation to the Premises generally.

(e) Territory Housing will not exercise its right under clause 8(d):

(i) unless it considers it reasonable for the purposes of ensuring:

(A) that nothing in or on the CL Underlease Area infringes, or otherwise adversely impacts on its occupation of the Premises;

(B) the CL Underlease Area is maintained in manner and up to a standards that is appropriate for the Permitted Use that relate to that particular CL Underlease Area; and

(C) the safety of any person;

(f) For the purposes of Territory Housing exercising its right under clause 8(d), in relation to the CL Underlease Areas that are marked 'C' (ceremonial and traditional Aboriginal purposes), and without limiting Territory Housing's right of entry under that clause, Territory Housing agrees to observe JCAC's reasonable requirements that assist Territory Housing to demonstrate respect for aboriginal cultural practices and beliefs, except in the case of emergency.

9. Use of CL Underlease Area

JCAC must not use the CL Underlease Area for any purpose other than the Permitted Use without the written consent of Territory Housing.

10. Quiet enjoyment

Territory Housing covenants with JCAC that JCAC may peaceably hold and enjoy the CL Underlease Area during the Term without any interruption or disturbance from Territory Housing or any person lawfully claiming through or under Territory Housing.

11. Breach

If:

(a) JCAC breaches any of its obligations under the SPL Underlease; and

(b) an equivalent obligation is imposed on JCAC under this CL Underlease,

then JCAC is deemed to have breached that equivalent obligation under this CL Underlease.

12. Termination

(a) If JCAC breaches any of its obligations under this CL Underlease, Territory Housing may terminate this CL Underlease in respect of the whole or a part of the CL Underlease Area if:

(i) it provides JCAC with written notice detailing the alleged breach; and

(ii) JCAC does not remedy the breach within 30 days of receipt of that notice.

(b) If Territory Housing elects to terminate this CL Underlease in respect of a part of the CL Underlease Area, the parties must do all things necessary, including varying this CL Underlease and signing any other documents, to excise that part of the CL Underlease Area and to reflect that this CL Underlease continues in respect of the remaining parts of the CL Underlease Area.

(c) If the SPL Underlease terminates for any reason, this CL Underlease automatically terminates on the same day.

(d) If Crown Lease Term 01142 and Special Purpose Lease 0540 are consolidated to create a new Crown Lease in Perpetuity, the parties must do all things necessary to ensure that the rights granted to JCAC under this CL Underlease in relation to Crown Lease Term 01142 continue under the new Crown Lease in Perpetuity.

13. Change of Definition of 'Premises' and 'CL Underlease Areas'

(a) If the Special Purpose Lease referred to in Paragraph 8 of Item 1 **(SPL 0540)** terminates after execution of this Sublease but prior to the consents required under clause 3.1(a) of this CL Underlease being obtained, then:

(i) Item 1 is amended by deleting the reference to SPL 0540;

(ii) if a Crown Lease in Perpetuity is granted to JHI in respect of the land formerly the subject of SPL 0540, the definition of 'Premises' is amended by inserting that new Crown Lease in Perpetuity into Item 1;

(iii) if SPL 0540 and Crown Lease Term 01142 **(CLT 01142)** are both terminated, and a single Crown Lease in Perpetuity is granted to JHI in respect of the land formerly the subject of SPL 0540 and CLT 01142, the definition of 'Premises' is amended by inserting that new Crown Lease in Perpetuity into Item 1; and

(iv) the CL Underlease Area will include the areas shaded in red in the plans that are labelled with Administrative Lot Numbers 2166(A) and 2183(A).

(b) Without limiting clause 19(b), if any of the Headleases terminates during the Term, then:

(i) Item 1 is amended by deleting the reference to that Headlease;

(ii) that part of the CL Underlease Area relating to that Headlease is excised from the CL Underlease Area;

(iii) that excision has no effect on the remaining parts of the CL Underlease Area;

(iv) the parties must do all things necessary, including varying this CL Underlease and signing any other documents, to reflect that this CL Underlease continues in respect of the remaining parts of the CL Underlease Area; and

(v) if a new Crown Lease in Perpetuity is granted to JHI in respect of the land formerly the subject of that Headlease, the definition of 'Premises' is amended by inserting that new Crown Lease in Perpetuity into Item 1.

14. Dispute resolution

(a) The parties agree that a dispute arising under this CL Underlease will be dealt with as follows:

(i) the party claiming that there is a dispute will give the other party a notice setting out the nature of the dispute;

(ii) within 7 Business Days after receipt of that notice each party will seek to negotiate a resolution, with the representatives of each party being the people with day-to-day responsibility of the relevant issue;

(iii) failing settlement within 14 Business Days, CEO of Territory Housing and the General Manager of JCAC will try to settle the dispute by direct negotiation between them;

(iv) failing settlement within a further 14 Business Days, the parties may agree to refer the dispute to mediation;

(v) the parties will cooperate fully with any process instigated under this clause in order to achieve a speedy resolution; and

(vi) if a resolution is not reached through mediation within a further 28 Business Days, either party may commence legal proceedings or exercise any other rights it may have under or in respect of this CL Underlease.

(b) Each party will bear its own costs of complying with this clause14, and the parties must bear equally the cost of any third person engaged under clause 14(a)(iv).

(c) This clause 14 does not apply to legal proceedings by either party seeking urgent interlocutory relief.

15. Holding over

Where JCAC continues in occupation of the CL Underlease Area after the expiration of the Term without any demand for possession having been made by Territory Housing, JCAC is deemed to be holding the CL Underlease Area under a monthly tenancy determinable at any time upon 30 day's notice (which notice may expire at any time) being given by either party to the other, at the same Rent and upon and subject to the same terms as are contained in this CL Underlease so far as they can be applied to a monthly tenancy.

16. Costs of CL Underlease

(a) Each party must each bear their own costs of and incidental to the negotiation, settlement, preparation and execution of this CL Underlease.

(b) Territory Housing will pay any costs associated with stamp duty, registration, planning approval and all other necessary consents and survey in respect of or in connection with this CL Underlease.

17. Notices and other communications

17.1 Service of notices

A notice, demand, consent, approval or communication under this CL Underlease (**Notice**) must be:

(a) in writing, in English and signed by a person duly authorised by the sender; and

(b) hand delivered or sent by prepaid post or facsimile to the recipient's address for Notices specified in the Details, as varied by any Notice given by the recipient to the sender.

17.2 Effective on receipt

A Notice given in accordance with clause 17.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

(a) if hand delivered, on delivery;

(b) if sent by prepaid post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia);

(c) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the entire Notice unless, within eight Business Hours after the transmission, the recipient informs the sender that it has not received the entire Notice,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

18. Goods and Services Tax

(a) For the purposes of this clause:

(i) GST Act means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and

(ii) adjustment event, adjustment note, GST, input tax credit and taxable supply have the meanings given to those terms in the GST Act.

(b) Unless otherwise stated, all amounts payable by one party to the other party under this CL Underlease are exclusive of GST.

(c) A recipient of a taxable supply made under this CL Underlease must pay to the supplier an amount equivalent to any GST paid or payable by the supplier in respect of the taxable supply, subject to the supplier issuing a valid tax invoice in accordance with the GST Act to the recipient.

(d) A party's obligation to reimburse the other party for an amount paid or payable to a third party includes GST on the amount paid or payable to the third party, except to the extent that the party being reimbursed is entitled to claim an input tax credit for that GST.

(e) Each party must issue an adjustment note to the other party as soon as it becomes aware of an adjustment event relating to a taxable supply by it under this CL Underlease.

19. Miscellaneous

(a) This CL Underlease may be executed by the parties in any number of counterparts and all counterparts taken together will constitute one instrument.

(b) Any term of this CL Underlease which is not applicable to the CL Underlease Area or which is repugnant to the general interpretation of this CL Underlease or which is invalid unlawful void or unenforceable shall be capable of severance without affecting any of the other terms of this CL Underlease.

(c) JCAC consents to Territory Housing completing or amending any Land Title Office panel form which may be required to register this CL Underlease, or any amendment to this CL Underlease contemplated in this CL Underlease, from time to time. JCAC agrees to sign such documents as may be necessary to achieve this.

(d) This CL Underlease shall not create any relationship between JCAC and Territory Housing other than the relationship of underlessor and underlessee.

Schedule 1 - CL Underlease Particulars

		Headlease	Premises
1.	**Premises**	1. Crown Lease in Perpetuity 01103 2. Crown Lease in Perpetuity 01114 3. Crown Lease in Perpetuity 01191 4. Crown Lease in Perpetuity 01192 5. Crown Lease in Perpetuity 01122 6. Crown Lease in Perpetuity 01113 7. Crown Lease in Perpetuity 01123 8. Special Purpose Lease 0540 9. Crown Lease Term 01142 * The Headlease and Premises with corresponding numbers are the same parcel of land.	1. Lot 2051 Town of Tennant Creek from plan S 86/060 (Kargaru) 2. Lot 2055 Town of Tennant Creek from plan S 86/102B (Marla Marla) 3. Lot 1273 Town of Tennant Creek from plan S 74/062A (Munji-Marla) 4. Lot 1004 Town of Tennant Creek from plan B 000314 (The Village) 5. Lot 2065 Town of Tennant Creek from plan S 88/37 (Tinkarli) 6. Lot 2057 Town of Tennant Creek from plan S 86/102A (Village Camp) 7. Lot 2066 Town of Tennant Creek from plan S 88/37 (Wuppa) 8. Lot 1271 Town of Tennant Creek from plan S 80/190 (Ngalpa Ngalpa) 9. Lot 2125 Town of Tennant Creek from plan S96/271
2.	**Commencement Date**	The day on which the Minister provides his or her consent under clause 3.1(a) of this CL Underlease	
3.	**Term of Underlease**	10 years commencing on the Commencement Date	
4.	**Option Periods**	The balance of the period of the Sublease, including any option periods under the Sublease	
5.	**Permitted Use**	For those areas on the plan marked A, community buildings and spaces. For those areas on the plan marked B, child care centres. For those areas on the plan marked C, ceremonial and traditional Aboriginal purposes.	

Signing page

EXECUTED as an agreement.

Signed by **Chief Executive Officer (Housing)**
in the presence of

Kara Maclean ←
Signature of witness

Kara Maclean
Executive Assistant
Name of witness (print)

← Signature of Chief Executive Officer (Housing)

D.J. Ritchie
Chief Executive
Name of Chief Executive Officer (Housing) (print)

The Common Seal of **Julalikari Council Aboriginal Corporation** was affixed hereto this 20th day of October 2008 in our presence pursuant to a resolution of the Council passed on the 20th day of October 2008:

JULALIKARI COUNCIL ABORIGINAL CORPORATION
COMMON SEAL

Geoffrey Shannon
Council Member

Geoffrey Shannon
Name of Council Member

← Council Member

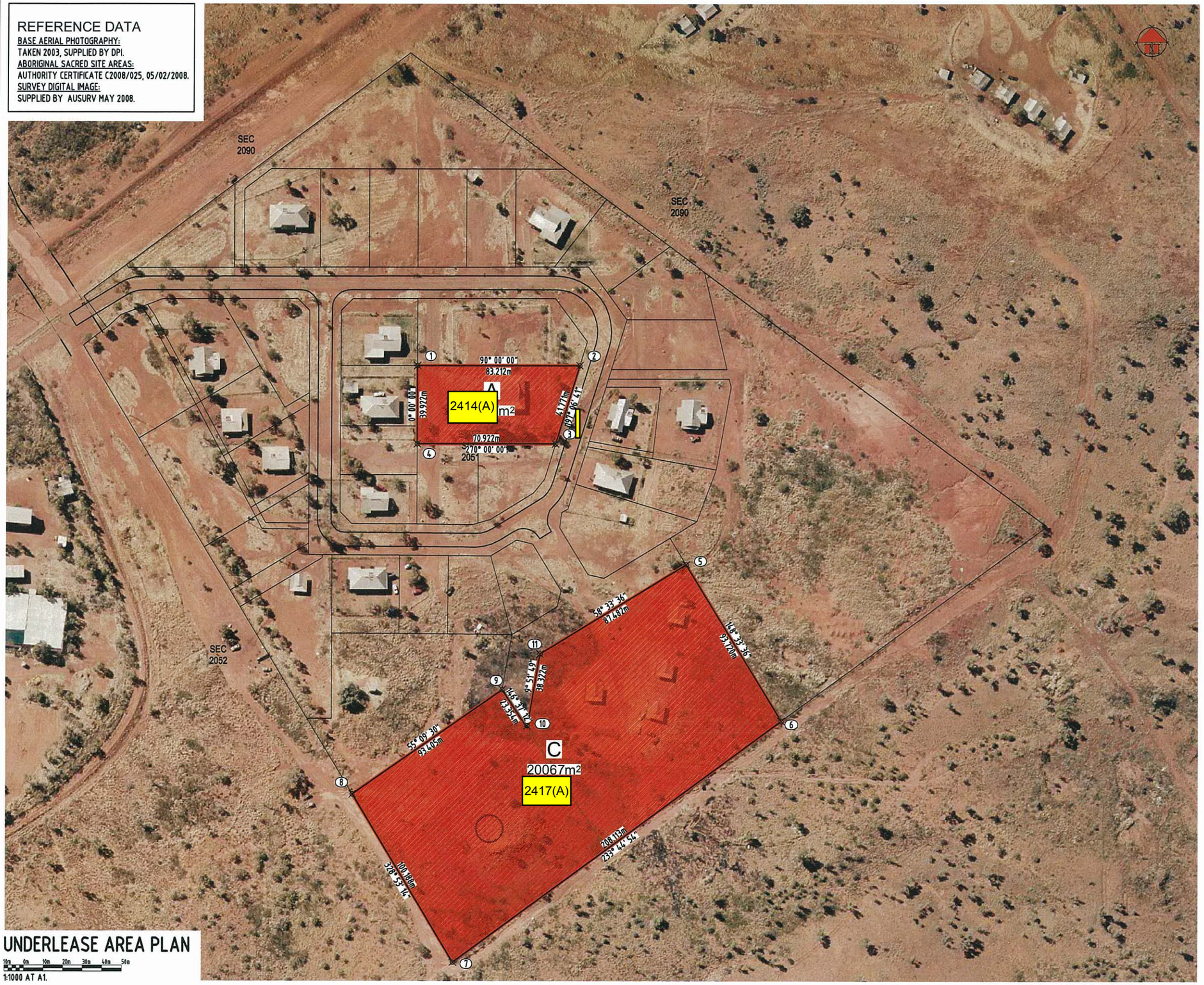
GINA MAREE SMITH
Name of Council Member

Annexure A

Map of CL Underlease Area

REFERENCE DATA

BASE AERIAL PHOTOGRAPHY:
TAKEN 2003, SUPPLIED BY DPI.
ABORIGINAL SACRED SITE AREAS:
AUTHORITY CERTIFICATE C2008/025, 05/02/2008.
SURVEY DIGITAL IMAGE:
SUPPLIED BY AUSURV MAY 2008.



SETTING OUT TABLE

POINT	EASTING	NORTHING
1	416012.5885	7826217.8511
2	416095.8005	7826217.8511
3	416083.5101	7826177.9288
4	416012.5885	7826177.9288
5	416150.6634	7826116.2117
6	416199.5482	7826036.2515
7	416031.7198	7825913.1871
8	415979.9501	7825998.9634
9	416056.6109	7826052.3266
10	416069.4601	7826033.8677
11	416076.0248	7826070.5804

UNDERLEASE AREA PLAN

10m 0m 10m 20m 30m 40m 50m
1:1000 AT A1.

No.	DESCRIPTION	DATE	INIT.
A	ISSUE FOR ADMINISTRATIVE APPROVAL	09.10.2008	JTL

AMENDMENTS

OPUS QANTEC McWILLIAM
A.B.N. 79 086 342 065
Level 1, 60 Smith Street
Darwin NT 0801
GPO Box 4083 Darwin NT 0801
Telephone: (08) 8981 7500
Facsimile: (08) 8941 1862
E-Mail: darwin@opusqmcw.com.au
The Association of Consulting Engineers Australia
N-D8004.01_UNDERLEASE

territory housing

DRAWN	SGE\JTL	CHECKED	J.ANTOUN
DATE	OCT 2008	DATE	OCT 2008
DESIGNED		CHECKED	
DATE		DATE	
DESIGN PROJECT LEADER		PROJECT OFFICER	
DATE		DATE	

Northern Territory Government
Department of Planning and Infrastructure

TENNANT CREEK
KARGARU (238)
INFRASTRUCTURE DESIGN PROJECT FOR TENNANT CREEK URBAN LIVING AREAS
CROWN LEASE IN PERPETUITY 01103
LOT 2051 TOWN OF TENNANT CREEK (FROM PLAN S 86/060)

FILE No.	ASSET No.	SHEET No.	DRAWING No.	AMEND.	SHEET SIZE
-	-	- OF -	R08-2033	A	A1

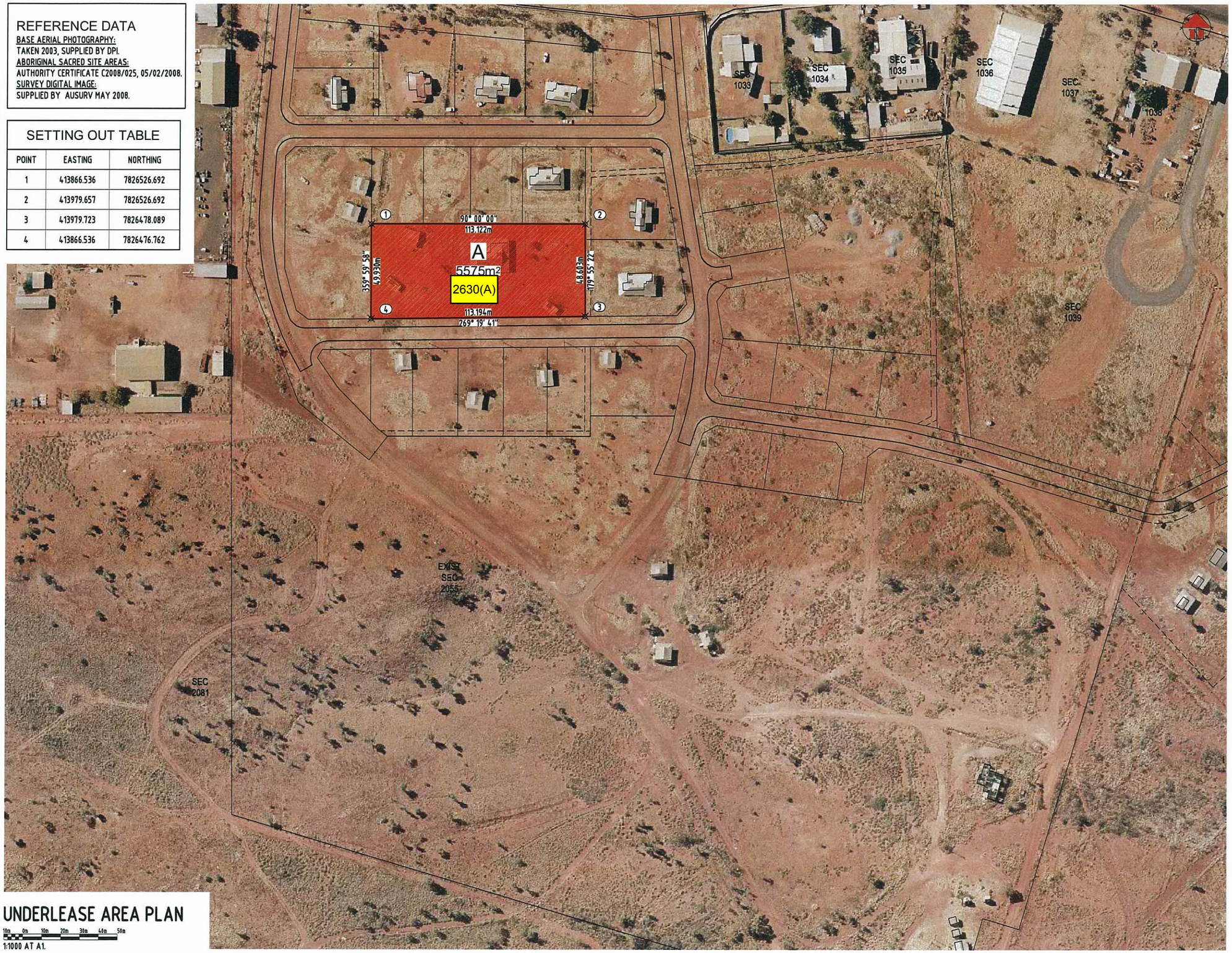
G:\PROJECTS 2008-OPUS\N-D8004 - TENNANT CREEK URBAN LIVING\N-D8004.01\N-D8004.01 DRAWINGS\01 KARGARU\N-D8004.01 UNDERLEASE.DWG

REFERENCE DATA

BASE AERIAL PHOTOGRAPHY:
TAKEN 2003, SUPPLIED BY DPI.
ABORIGINAL SACRED SITE AREAS:
AUTHORITY CERTIFICATE C2008/025, 05/02/2008.
SURVEY DIGITAL IMAGE:
SUPPLIED BY AUSURV MAY 2008.

SETTING OUT TABLE

POINT	EASTING	NORTHING
1	413866.536	7826526.692
2	413979.657	7826526.692
3	413979.723	7826478.089
4	413866.536	7826476.762



UNDERLEASE AREA PLAN

10m 0m 10m 20m 30m 40m 50m
1:1000 AT A1.

No.	DESCRIPTION	DATE	INIT.
A	ISSUE FOR ADMINISTRATIVE APPROVAL	09.10.2008	SGE
	AMENDMENTS		

OPUS QANTEC McWILLIAM
A.B.N. 79 086 342 065
Level 1, 60 Smith Street
Darwin NT 0801
GPO Box 4083 Darwin NT 0801
Telephone: (08) 8981 7500
Facsimile: (08) 8941 1862
E-Mail: darwin@opusqmcw.com.au
The Association of Consulting Engineers Australia
N-D8004.02

territory housing

DRAWN	SGE\JTL	CHECKED	J.ANTOUN
DATE	OCT 2008	DATE	OCT 2008
DESIGNED		CHECKED	
DATE		DATE	
DESIGN PROJECT LEADER		PROJECT OFFICER	
DATE		DATE	

Northern Territory Government
Department of Planning and Infrastructure

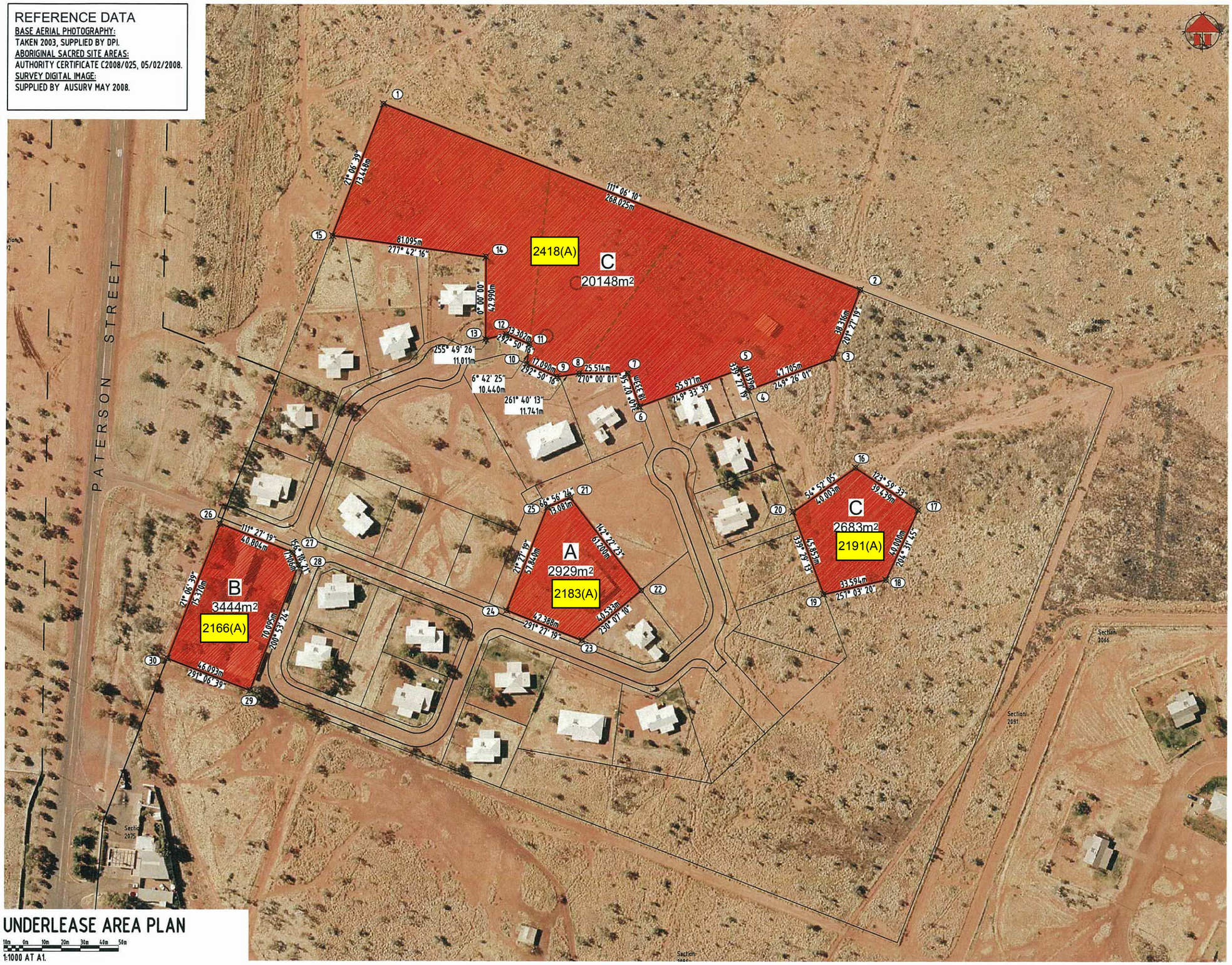
TENNANT CREEK
MARLA MARLA (223)
INFRASTRUCTURE DESIGN PROJECT FOR TENNANT CREEK URBAN LIVING AREAS
CROWN LEASE IN PERPETUITY 01114
LOT 2055 TOWN OF TENNANT CREEK (FROM PLAN 86/102B)

FILE No.	ASSET No.	SHEET No.	DRAWING No.	AMEND.	SHEET SIZE
-	-	- OF -	R08-2034	A	A1

G:\PROJECTS 2008-OPUS\N-D8004 - TENNANT CREEK URBAN LIVING\N-D8004.A01\N-D8004.A0 DRAWINGS\V2_MARLA_MARLA\N-D8004.A2_UNDERLEASE.DWG

REFERENCE DATA

BASE AERIAL PHOTOGRAPHY:
TAKEN 2003, SUPPLIED BY DPI.
ABORIGINAL SACRED SITE AREAS:
AUTHORITY CERTIFICATE C2008/025, 05/02/2008.
SURVEY DIGITAL IMAGE:
SUPPLIED BY AUSURV MAY 2008.



UNDERLEASE AREA PLAN

10m 0m 10m 20m 30m 40m 50m
1:1000 AT A1.

SETTING OUT TABLE

POINT	EASTING	NORTHING
1	415464.900	7828940.000
2	415714.950	7828843.500
3	415700.935	7828807.839
4	415656.270	7828791.081
5	415652.115	7828802.167
6	415599.663	7828782.619
7	415593.407	7828799.852
8	415567.893	7828799.852
9	415556.275	7828798.151
10	415540.525	7828804.784
11	415541.744	7828815.153
12	415529.485	7828820.316
13	415518.809	7828817.619
14	415518.809	7828860.610
15	415438.446	7828871.481
16	415712.791	7828750.654
17	415745.491	7828728.604
18	415728.884	7828692.214
19	415696.143	7828684.689
20	415680.054	7828727.619
21	415563.492	7828735.064
22	415600.856	7828686.593
23	415569.751	7828660.603
24	415530.300	7828676.108
25	415551.457	7828729.940
26	415380.372	7828721.063
27	415418.348	7828706.138
28	415421.219	7828699.638
29	415396.225	7828634.150
30	415353.226	7828650.751

No.	DESCRIPTION	DATE	INIT.
A	ISSUE FOR ADMINISTRATIVE APPPROVAL	09.10.2008	JTL/SGE

AMENDMENTS

OPUS QANTEC McWILLIAM
A.B.N. 79 086 342 065
Level 1, 60 Smith Street
Darwin NT 0801
GPO Box 4083 Darwin NT 0801
Telephone: (08) 8981 7500
Facsimile: (08) 8941 1862
E-Mail: darwin@opusqmcw.com.au
The Association of Consulting Engineers Australia
N-D8004.04

territory housing

DRAWN	CHECKED
SGE/JTL	J.ANTOUN
DATE OCT 2008	DATE OCT 2008
DESIGNED	CHECKED
DATE	DATE
DESIGN PROJECT LEADER	PROJECT OFFICER
DATE	DATE

Northern Territory Government
Department of Planning and Infrastructure

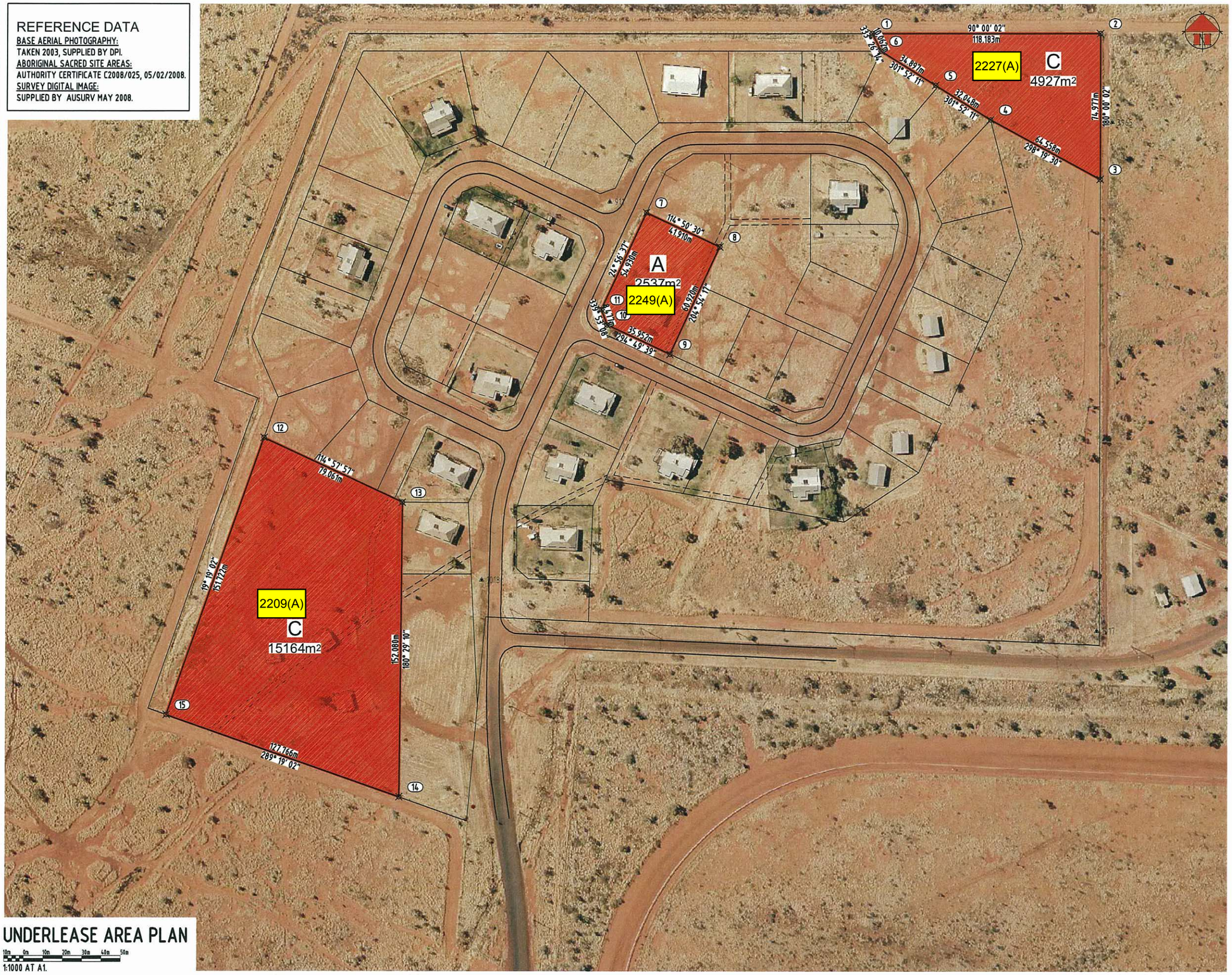
TENNANT CREEK
NGALPA NGALPA (246)
INFRASTRUCTURE DESIGN PROJECT FOR TENNANT CREEK URBAN LIVING AREAS
SPECIAL PURPOSE LEASE 0540 LOT 1271 TOWN OF TENNANT CREEK (FROM PLAN S 80/190)
AND CROWN LEASE TERM 01142 LOT 2125 TOWN OF TENNANT CREEK (FROM PLAN S 96/271)

FILE No.	ASSET No.	SHEET No.	DRAWING No.	AMEND.	SHEET SIZE
-	-	- OF -	R08-2036	A	A1

G:\PROJECTS\2008-OPUS\N-D8004 - TENNANT CREEK URBAN LIVING\N-D8004.04\N-D8004.04 DRAWINGS\MX_NGALPA_NGALPAPLAN-D8004.04_UNDERLEASE.DWG

REFERENCE DATA

BASE AERIAL PHOTOGRAPHY:
TAKEN 2003, SUPPLIED BY DPI.
ABORIGINAL SACRED SITE AREAS:
AUTHORITY CERTIFICATE C2008/025, 05/02/2008.
SURVEY DIGITAL IMAGE:
SUPPLIED BY AUSURV MAY 2008.



SETTING OUT TABLE

POINT	EASTING	NORTHING
1	416108.372	7828668.391
2	416226.555	7828668.390
3	416226.554	7828593.413
4	416169.726	7828624.045
5	416141.299	7828641.718
6	416112.872	7828659.391
7	415991.592	7828576.279
8	416029.625	7828558.672
9	416003.971	7828503.417
10	415971.342	7828518.513
11	415968.427	7828526.472
12	415794.124	7828460.277
13	415865.797	7828426.907
14	415864.507	7828274.832
15	415743.934	7828317.096

UNDERLEASE AREA PLAN

10m 0m 10m 20m 30m 40m 50m
1:1000 AT A1.

No.	DESCRIPTION	DATE	INIT.
A	ISSUE FOR ADMINISTRATIVE APPROVAL	09.10.2008	JTL/SGE

AMENDMENTS

OPUS QANTEC McWILLIAM
A.B.N. 79 086 342 065
Level 1, 60 Smith Street
Darwin NT 0801
GPO Box 4083 Darwin NT 0801
Telephone: (08) 8981 7500
Facsimile: (08) 8941 1862
E-Mail: darwin@opusqmcw.com.au
The Association of Consulting Engineers Australia
N-D8004.05_UNDERLEASE

territory housing

DRAWN	CHECKED
JTL\SGE	J.ANTOUN
DATE OCT 2008	DATE OCT 2008
DESIGNED	CHECKED
DATE	DATE
DESIGN PROJECT LEADER	PROJECT OFFICER
DATE	DATE

Northern Territory Government
Department of Planning and Infrastructure

TENNANT CREEK
WUPPA (684)
INFRASTRUCTURE DESIGN PROJECT FOR TENNANT CREEK URBAN LIVING AREAS
CROWN LEASE PERPETUITY 01123
LOT 2066 TOWN OF TENNANT CREEK (FROM PLAN S 88/37)

FILE No.	ASSET No.	SHEET No.	DRAWING No.	AMEND.	SHEET SIZE
-	-	OF -	R08-2037	A	A1

G:\PROJECTS 2008-OPUS\N-D8004 - TENNANT CREEK URBAN LIVING\N-D8004.05\N-D8004.05 DRAWINGS\05_WUPPA\N-D8004.05_UNDERLEASE.DWG

REFERENCE DATA

BASE AERIAL PHOTOGRAPHY:
TAKEN 2003, SUPPLIED BY DPI.
ABORIGINAL SACRED SITE AREAS:
AUTHORITY CERTIFICATE C2008/025, 05/02/2008.
SURVEY DIGITAL IMAGE:
SUPPLIED BY AUSURV MAY 2008.



SETTING OUT TABLE

POINT	EASTING	NORTHING
1	416372.609	7828706.525
2	416442.392	7828746.813
3	416506.212	7828673.352
4	416466.335	7828649.125
5	416455.241	7828652.129
6	416444.104	7828645.738
7	416440.748	7828633.344
8	416446.087	7828624.039
9	416426.310	7828612.414
10	416610.280	7828553.563
11	416632.983	7828527.430
12	416628.691	7828433.223
13	416603.070	7828431.891
14	416577.584	7828407.108
15	416553.527	7828449.032
16	416571.664	7828460.456
17	416562.834	7828475.866
18	416593.960	7828493.727
19	416573.584	7828532.353
20	416495.750	7828468.174
21	416517.651	7828429.992
22	416462.371	7828394.880
23	416438.994	7828435.618

UNDERLEASE AREA PLAN

10m 0m 10m 20m 30m 40m 50m
1:1000 AT A1.

No.	DESCRIPTION	DATE	INIT.
A	ISSUE FOR ADMINISTRATIVE APPROVAL	09.10.2008	JTL/SGE

AMENDMENTS

OPUS QANTEC McWILLIAM
A.B.N. 79 086 342 065
Level 1, 60 Smith Street
Darwin NT 0801
GPO Box 4083 Darwin NT 0801
Telephone: (08) 8981 7500
Facsimile: (08) 8941 1862
E-Mail: darwin@opusqmcw.com.au
The Association of Consulting Engineers Australia

N-D8004.06_UNDERLEASE

territory housing

DRAWN	CHECKED
SGE\JTL	J.ANTOUN
DATE OCT 2008	DATE OCT 2008
DESIGNED	CHECKED
DATE	DATE
DESIGN PROJECT LEADER	PROJECT OFFICER
DATE	DATE

Northern Territory Government
Department of Planning and Infrastructure

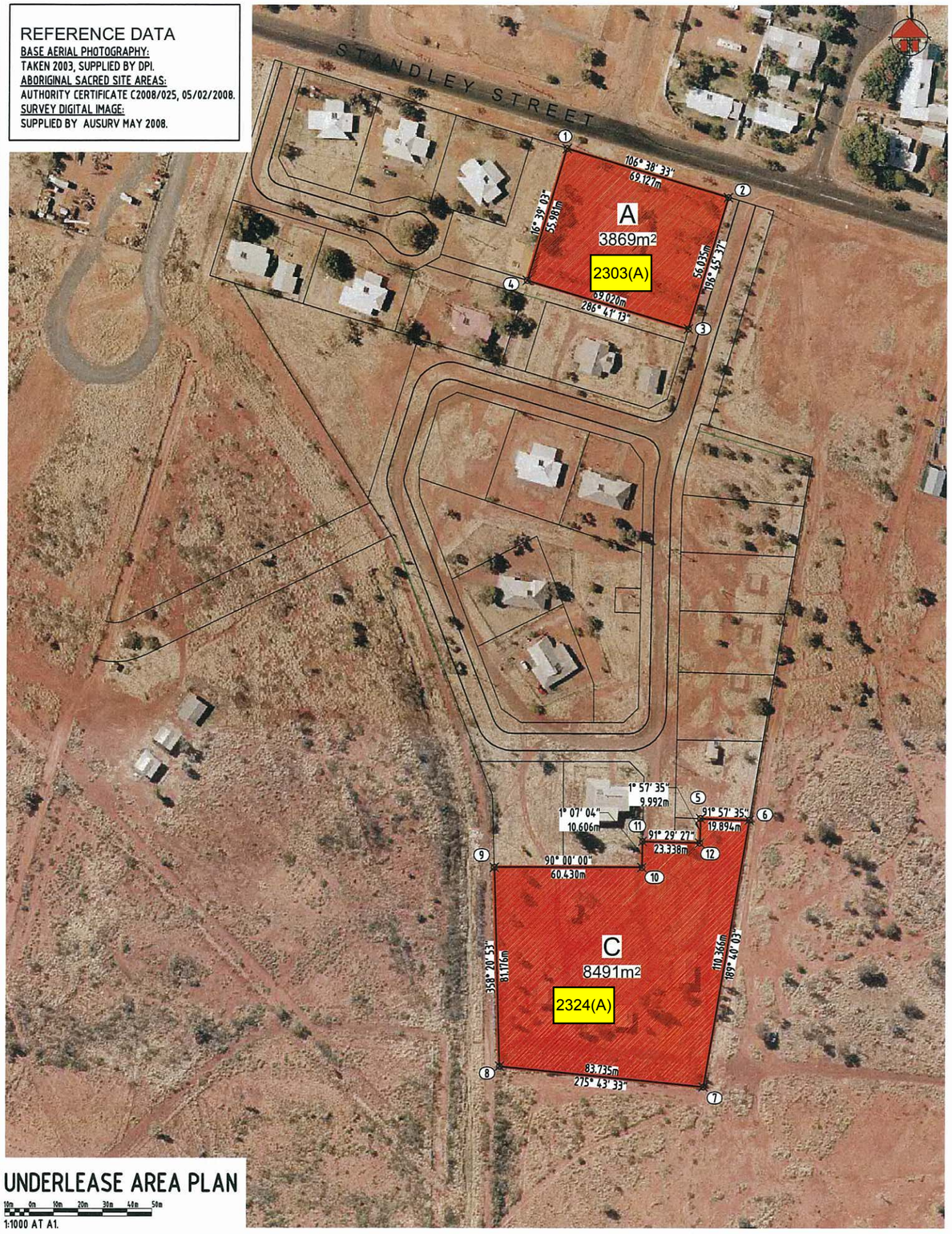
TENNANT CREEK
TINKARLI (681)
INFRASTRUCTURE DESIGN PROJECT FOR TENNANT CREEK URBAN LIVING AREAS
CROWN LEASE PERPETUITY 01122
LOT 2065 TOWN OF TENNANT CREEK (FROM PLAN S 88/37)

FILE No.	ASSET No.	SHEET No.	DRAWING No.	AMEND.	SHEET SIZE
-	-	OF -	R08-2038	A	A1

G:\PROJECTS 2008-OPUS\N-D8004 - TENNANT CREEK URBAN LIVING\N-D8004.69\N-D8004.69 DRAWINGS\N-D8004.66 - TINKARLI\N-D8004.66 - UNDERLEASE.DWG

REFERENCE DATA

BASE AERIAL PHOTOGRAPHY:
TAKEN 2003, SUPPLIED BY DPI.
ABORIGINAL SACRED SITE AREAS:
AUTHORITY CERTIFICATE C2008/025, 05/02/2008.
SURVEY DIGITAL IMAGE:
SUPPLIED BY AUSURV MAY 2008.



UNDERLEASE AREA PLAN

10m 0m 10m 20m 30m 40m 50m
1:1000 AT A1.

SETTING OUT TABLE

POINT	EASTING	NORTHING
1	414467.676	7826579.672
2	414533.907	7826559.874
3	414517.806	7826506.412
4	414451.635	7826526.038
5	414523.376	7826306.579
6	414543.258	7826305.899
7	414524.724	7826197.100
8	414441.407	7826205.454
9	414439.067	7826286.596
10	414499.497	7826286.596
11	414499.704	7826297.200
12	414523.034	7826296.593

No.	DESCRIPTION	DATE	INIT.
	AMENDMENTS		
A	ISSUE FOR ADMINISTRATIVE APPROVAL	09.10.2008	JTL/SGE

OPUS QANTEC McWILLIAM
A.B.N. 79 086 342 065
Level 1, 60 Smith Street
Darwin NT 0801
GPO Box 4083 Darwin NT 0801
Telephone: (08) 8981 7500
Facsimile: (08) 8941 1862
E-Mail: darwin@opusqmcw.com.au
The Association of Consulting Engineers Australia
N-D8004.07

territory housing

DRAWN	SGE\JTL	CHECKED	J.ANTOUN
DATE	OCT 2008	DATE	OCT 2008
DESIGNED		CHECKED	
DATE		DATE	
DESIGN PROJECT LEADER		PROJECT OFFICER	
DATE		DATE	

Northern Territory Government
Department of Planning and Infrastructure

TENNANT CREEK
VILLAGE AND SORRY CAMP (271)
INFRASTRUCTURE DESIGN PROJECT FOR TENNANT CREEK URBAN LIVING AREAS
CROWN LEASE PERPETUITY 01192 LOT 1004 TOWN OF TENNANT CREEK (FROM PLAN B 000314)
AND CROWN LEASE IN PERPETUITY 01113 LOT 2057 TOWN OF TENNANT CREEK (FROM PLAN S86/102A)

FILE No.	ASSET No.	SHEET No.	DRAWING No.	AMEND.	SHEET SIZE
-	-	C00.00 OF -	R08-2039	A	A1

G:\PROJECTS 2008-OPUS\N-D8004 - TENNANT CREEK URBAN LIVING\N-D8004.06 N-D8004.07 DRAWINGS\07 - VILLAGE & SORRY CAMP\N-D8004.07 - VILLAGE CAMP\N-D8004.07 - DWGS ETC\N-D8004.07-UNDERLEASE.DWG

FORM 44

Section 191B

NORTHERN TERRITORY OF AUSTRALIA

R No. 364698

LODGED AT THE REGISTRAR-GENERAL'S OFFICE

ON 26/11/96	AT 11:32:26
BY Office of Business Affairs	CORRECTION TO .....
FEE	RECEIPT .....

MEMORANDUM FOR PURPOSES OF STATUTORY RESTRICTIONS NOTICE

Notice is given that dealing with or use or occupation of the land described is restricted by virtue of the statutory authority and to the extent as specified below and the applicant requests that the restriction be recorded in the Register.

LAND	Register	Volume	Folio	Location	Parcel	Plan	Unit
	CUCL	204	034	TENNANT CREEK	LOT 2051	S86/060	

STATUTORY AUTHORITY IMPOSING THE RESTRICTION	Section 26A *Associations Incorporation Act*	Date:

EXTENT OR NATURE OF RESTRICTION	Prescribed Property

SIGNED by **BARBARA VIVIEN BRADSHAW**, Delegate of the Attorney-General for the **NORTHERN TERRITORY OF AUSTRALIA** this 19 day of November 1996 in the presence of:

.....
Witness

Robert John Chamberlain
Commissioner for Oaths
C/- Northern Territory
Attorney-General

26/11/96 Registered on

11.45 At

Our Ref:LC96051BC9601803

Correct for the purposes of the *Real Property Act*. A Practitioner of the Supreme Court of the Northern Territory of Australia

C9601803.DOC

364698

25/11/96

DEALING LODGEMENT FORM

A310

LANDS TITLES OFFICE
Nichols Place
G.P.O. Box 3021
DARWIN, N.T. 0801

CENTREPOINT BUILDING
P.O. Box 8043
ALICE SPRINGS
N.T. 0871

(A) Name and Address of Lodging Party

OFFICE OF BUSINESS AFFAIRS

No.	(B) Description of Instrument or Document	Registered Number	Fee
1	RESTRICTION NOTICE	364698	

To lodge documents for registration
1. Complete panel (A) to (D)
2. Present documents in the sequence listed.

(C) Titles, crown leases, duplicate instruments and other documents lodged with the above dealings:

1. NO TITLE LODGED
2.

NOTES: Duplicate titles and instruments will be returned to the lodging party unless otherwise instructed in panel (D) below.
Additional fees are payable for documents lodged with the above dealings:

(D) Delivery instructions for documents not to be returned to lodging party:

Cheque No.....	SUB - TOTAL	
Cash.....	CERTIFIED MAIL	
Other.....	**TOTAL**	NIL

CODE 1 =
CODE 11 =
CODE 9 =

Government Printer of the Northern Territory 36-93

DEALING LODGEMENT FORM

LANDS TITLES OFFICE
Nichols Place
G.P.O. Box 3021
DARWIN, N.T. 0801

CENTREPOINT BUILDING
P.O. Box 8043
ALICE SPRINGS
N.T. 0871

(A) Name and Address of Lodging Party

OFFICE OF BUSINESS AFFAIRS

No.	(B) Description of Instrument or Document	Registered Number	Fee
1	RESTRICTION NOTICE	364693	

To lodge documents for registration
1. Complete panel (A) to (D)
2. Present documents in the sequence listed.

(C) Titles, crown leases, duplicate instruments and other documents lodged with the above dealings:

1. NO TITLE LODGED
2.

NOTES: Duplicate titles and instruments will be returned to the lodging party unless otherwise instructed in panel (D) below.
Additional fees are payable for documents lodged with the above dealings:

(D) Delivery instructions for documents not to be returned to lodging party:

Cheque No.....	SUB - TOTAL	
Cash.....	CERTIFIED MAIL	
Other.....	**TOTAL**	NIL

CODE 1 =
CODE 11 =
CODE 9 =

Government Printer of the Northern Territory 36-33

[redacted]

Date Registered: 03/12/1996 **Volume** 501 **Folio** 041
Duplicate Certificate as to Title issued? Yes

SEARCH CERTIFICATE

CROWN LEASE IN PERPETUITY 01103

Lot 2051 Town of Tennant Creek from plan(s) S 86/060
Area under title is 11 hectares 5300 square metres

Owner:
Julalikari Housing Incorporated
of C/- Public Officer, 13 Maloney Street, Tennant Creek NT 0860

Easements:
Electricity supply Easement to Power and Water Authority

Registered Date	Dealing Number	Description
		Previous title is **Register Book**CUCL **Volume** 204 **Folio** 034
26/11/1996	364698	Statutory Notice - Prescribed Property
End of Dealings		

Commencement Date: 5th June, 1992

Expiring Date: In Perpetuity

Reservations

1. Reservation of right of entry and inspection.

2. Reservation of all minerals, mineral substances and ores in or under the land including gems, stones, sands, valuable earths and fossil fuels.

3. Reservation of power of resumption.

Provisions

1. The purpose of the lease ("the lease purpose") is Aboriginal Residential Area and Ancillary.

2. The annual rental of the lease will be ten cents if and when demanded.

3. If the rent, referred to in provision 2 is unpaid for six months or more, the lease will be liable to be forfeited.

4. This lease is granted under and subject to the said Crown Lands Act and the Regulations for the time being in force thereunder, and is conditional upon compliance by the Lessee with the covenants and conditions to be complied with by the Lessee, and will, subject to the said Crown Lands Act and the Regulations, be liable to be determined and forfeited for non-compliance with any such covenant or condition.

5. The Lessee, having paid all rent due to be paid by the Lessee may at any time surrender the lease in the manner prescribed under the Crown Lands Act.

6. For the purposes of sections 63 and 64 of the Crown Lands Act the Lessee agrees that the Minister may at his absolute discretion determine the Lessee's rights in improvements and whether compensation is payable for improvements following surrender, expiry, termination or forfeiture of this lease.

Conditions and Covenants

Date Registered: 03/12/1996 **Volume** 501 **Folio** 041

Duplicate Certificate as to Title issued? Yes

1. Subject to the Crown Lands Act the lessee will not use the land for a purpose other than the lease purpose.

2. The Lessee will pay rates and taxes which may at any time become due in respect of the leased land.

3. The Lessee will pay the rent annually in advance.

4. The Lessee will at all times maintain and repair and keep in repair all improvements to the value of two hundred thousand dollars ($200,000) on the land to satisfaction of the Minister.

5. The Lessee will not situate any building, vehicle, structure, goods or materials within five metres of the leased boundary and the five metre corridor so formed will be landscaped with trees, shrubs and other suitable material to the satisfaction of the Minister and will thereafter maintain the landscaping to the satisfaction of the Minister.

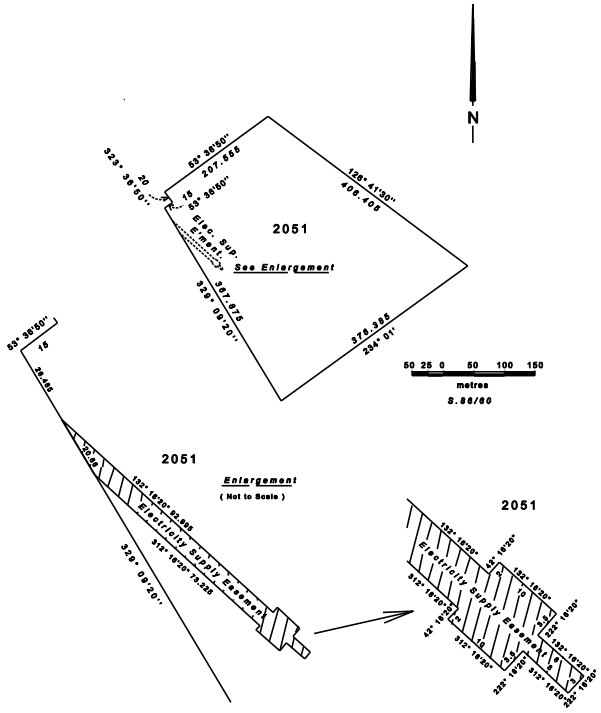
6. The Lessee will provide additional landscaping on the common boundary with Lot 2052 such that a buffer zone 20 metres wide will be created on the leased land to the satisfaction of the Minister and will thereafter maintain the buffer zone to the satisfaction of the Minister.

7. The Lessee will not situate any building, vehicle, structure, goods or materials within the 20 metre wide buffer zone adjoining Lot 2052 without first obtaining approval in writing from the Minister.

8. All development will be in accordance with any Planning Instrument under the Planning Act affecting the land the subject of the lease.

9. The Lessee will in respect of the land included in the lease, ensure that at all times and to the satisfaction of the Minister, the land is kept clean, tidy and free of weeds, debris, dry herbage, rubbish, carcasses of animals and other unsightly or offensive harbour for insects, pests and breeding of mosquitoes.

10. If the Lessee fails to observe and carry out or cause to be observed or carried out the conditions outlined in Condition 9 of the lease, the Territory will have the right to enter onto the demised premises and do all things necessary to that end and the expense and cost thereof, as determined by the Minister, will be borne and payable by the Lessee on demand.



Date Registered: 03/12/1996 **Volume** 501 **Folio** 041
Duplicate Certificate as to Title issued? Yes

NORTHERN TERRITORY OF AUSTRALIA

Record of Administrative Interests and Information

Record of Administrative Interests and Information
The information contained in this record of Administrative Interests only relates to the below parcel reference.

Parcel Reference: Lot 02051 Town of Tennant Creek plan(s) S 86/060

(See section 38 of the Land Title Act)

Note: The Record of Administrative Interests and Information is not part of the Land Register and is not guaranteed by the Northern Territory of Australia, and the NT Government accepts no Liability for any omission, misstatement or inaccuracy contained in this statement.

Registrar General

Government Land Register
(none found)

Custodian - Registrar General (+61 8 8999 6252)

Current Title
CUFT 501 041 (order 1)

Tenure Type
CROWN LEASE IN PERPETUITY 1103

Tenure Status
Current

Area Under Title
11 hectares 5300 square metres

Owners
Julalikari Housing Incorporated
C/- Public Officer, 13 Maloney Street, Tennant Creek NT 0860

Easements
Electricity supply Easement to Power and Water Authority

Scheme Name
(none found)

Scheme Body Corporate Name
(none found)

Reserved Name(s)
(none found)

Unit Entitlements
(none found)

Transfers
(none found)

Tenure Comments
(none found)

Historic Titles
CUCL 204 034 (order 1)
CUCL 200 006 (order 2)
CUCL 200 006 (order 1)
Visit the website http://www.nt.gov.au/justice/bdm/land_title_office/

Custodian - Surveyor General (+61 8 8995 5362)

Address
TENNANT CREEK

Survey Plan
S 86/060

Survey Status
Approved

Parcel Status
CURRENT

Parcel Area
11 hectares, 5300 square metres

Map Reference
Code 730 Scale 2500 Sheet 23.31

Parent Parcels
Lot 01568 Town of Tennant Creek plan(s) S 83/019

Parcel Comments
KARGARU CAMP. SEE S2008/32 LOTS 2376(A) TO 2415(A) FOR PROPOSED TOWN CAMP LEASING.

Survey Comments
SUBDIVISION OF LOT 1568 INTO LOTS 2051 AND 2052

Proposed Easements
(none found)

Municipality
BARKLY SHIRE

Region
BARKLY

Custodian - Valuer General (+61 8 8943 9193)

Owner's Last Known Address
Department of Housing, PROPERTY RATES OFFICER, GPO BOX 4621, DARWIN NT 0801

Parcels in Valuation
Lot 02051 Town of Tennant Creek

Unimproved Capital Value
$120,000 on 01/07/2015
$122,000 on 01/07/2012
$94,000 on 01/07/2010
$55,000 on 01/07/2004
$65,000 on 01/07/2001
$65,000 on 01/07/1998
$58,500 on 01/07/1995
$52,500 on 01/07/1992
$40,000 on 01/01/1990
$26,500 on 01/01/1987

Valuation Improvements
01/02/1996 House x 14
15/09/1988 Residential other
Improvement type(ABOR)

Custodian - Property Purchasing (+61 8 8999 6631)

Acquisitions
(none found)

Custodian - Building Advisory Service (+61 8 8999 8965)

Building Control Areas

BBTEN001 - Building Control Area	TENNANT CREEK BUILDING AREA

Building Permits

Application Number:	8 of 9
Description:	Dwelling - Refurbishments of existing houses (Houses 1, 2, 4, 6, 7, 8, 13)
Number of Residental Units:	7
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	160 square metres
Certification:	Single Dwelling - Tier 2 Builders Declaration - *issued on* 17/05/2013

Visit the website http://www.nt.gov.au/building/

Custodian - Town Planning and Development Assessment Services (+61 8 8999 6046)

Planning Scheme Zone
CL (Community Living)

Interim Development Control Orders
(none found)

Planning Notes
(none found)

Planning Applications

File Number
PA1990/0214

Type
Development

Date Received
26/04/1990

Application Purpose
COMMUNITY FACILITY THIS SITE IS WEABER ROAD

Application Status
Approved

Other Affected Parcels
(none found)

Instrument Signed
28/05/1990

Instrument Number
DV3821

Instrument Issued
Signed

Instrument Status
Completed

Custodian - Power and Water Corporation (1800 245 092)

Meters on Parcel

Power Water - Electricity	12
Power Water - Water	1

For Account balances, contact the Power and Water Corporation.

Custodian - Pool Fencing Unit (+61 8 8924 3641)

Swimming Pool/Spa Status
(none found)

For more information, contact the Pool Fencing Unit (+61 8 8924 3641).

Custodian - Mines and Energy (+61 8 8999 5322)

For information on possible Exploration Licences, contact Mines & Energy or visit the website http://www.nt.gov.au/d/Minerals_Energy/

For information on possible Petroleum Titles, contact Mines & Energy for further details.

Custodian - NT Environment Protection Authority (+61 8 8924 4218)

Results of site contamination assessment
(none found)

For further information contact Environment Protection Authority or visit the website https://ntepa.nt.gov.au/waste-pollution/contaminated-land

Custodian - Heritage Branch (+61 8 8999 5039)

Heritage Listing:
(none found)

For further information on heritage places contact Heritage Branch or visit the website http://www.dlpe.nt.gov.au/heritage

Other Interests

For Account balances, contact Barkly Shire Council



Ngalpa Ngalpa (Mulga)

Form 32 Section 65

Land Title Act
REGISTRAR-GENERAL'S DIRECTIONS

NORTHERN TERRITORY OF AUSTRALIA

U	**L**	**No:**
S	**L**	**No:**

Commissioner of Taxes use only (NOTE 1)

IMPORTANT NOTICE

Please Note Privacy Statement Overleaf

SUBLEASE

The owner of the lease subleases to the tenant the estate and interest in the land described and the tenant accepts this sublease of the land for the term and at the rent stipulated and subject to the covenants and conditions contained below or on the back of this document and acknowledges the amount payable or other consideration for the lease. (NOTES 2 – 3)

ESTATE AND INTEREST — Lease being subleased: Number: The Lease listed in the right hand column of Item 1, Part B of Schedule 1 (NOTE 4)

Register	Volume	Folio	Location	Lot Description	Plan	Unit
CT	728	827	Town of Tennant Creek	2125	S96/271	

(NOTE 5)

INTEREST BEING SUBLEASED: The whole of the Land (NOTE 6)

MARKET RENT UNDER THE SUB-LEASE: GST AMOUNT (NOTE 7)

OTHER CONSIDERATION (Include Nil or Nominal Rent): $1 — GST AMOUNT $0.09

OWNER OF THE LEASE: Julalikari Council Aboriginal Corporation (NOTE 8)

TENANT: Chief Executive Officer (Housing), 1 Briggs Street, Darwin NT 0800 (NOTE 9)

TENANCY: Joint Tenants/Tenants in Common (Shareholding) (NOTE 10)

TERM OF SUBLEASE (NOTE 11)

Commencing:	Expiring:	Right of Renewal:
__/__/2008	__/__/2028	Yes

CONSENTS (NOTE 12)

The Common Seal of Julalikari Council Aboriginal Corporation was affixed hereto this 20th day of October 2008 in our presence pursuant to a resolution of the Council passed on the 20th day of 2008

JULALIKARI COUNCIL ABORIGINAL CORPORATION COMMON SEAL

Geoffrey Shannon Geoffrey Shannon
Council Member: (Full name)

Gina Maree Smith GINA MAREE SMITH
Council Member: (Full name)

SIGNED by Chief Executive Officer (Housing)
on (Date) 27 OCT 2008
In the presence of: Kara Maclean.
Qualified Witness:
Kara Maclean
Executive Assistant

(NOTE 13)

Registered on ..... At .....

CONSENT OF INTEREST HOLDERS

Instrument type: .....

Instrument No: .....

Name of Parties: .....

.....

I the registered proprietor of the interest shown above consent to the registration of this instrument.

Signed: .....

(Date): .....

In the presence of:

.....

Name of Qualified Witness: .....

Address or Telephone No.: .....

Instrument type: .....

Instrument No: .....

Name of Parties: .....

.....

I the registered proprietor of the interest shown above consent to the registration of this instrument.

Signed: .....

(Date): .....

In the presence of:

.....

Name of Qualified Witness: .....

Address or Telephone No.: .....

COVENANTS

It is hereby covenanted by and between the owner of lease and the tenant as follows;

☐ To comply with the provisions contained in Memorandum of Common Provisions recorded in the Register as LTO No.

☑ The conditions and covenants implied by Sections 117 & 119 *Law of Property Act* shall not apply. (delete one)

☑ To comply with the provisions annexed to this lease.

PRIVACY STATEMENT – LAND REGISTER FORMS

The Registrar-General's Office is authorised by the *Land Title Act* to collect the information on this form for the establishment and maintenance of the Land Register, which is made available for search by any person, anywhere, including through the Internet, upon payment of a fee. The information is regularly provided to other NT Government agencies, the Australian Valuation Office, local governments, the Australian Bureau of Statistics, the Australian Taxation Office or other Commonwealth Agencies as required or authorised by law, and some private sector organisations for conveyancing, local government, valuation, statistical, administrative and other purposes. The Department of Planning and Infrastructure also uses the information to prepare and sell or licence property sales reports to commercial organisations concerned with the development, sale or marketing of property.

Failure to provide the information in full or in part may prevent your application or transaction being completed.

Your personal information provided on this form can be subsequently accessed by you on request. If you have any queries please contact the Deputy Registrar-General on 8999 5318.

Sublease

Tennant Creek Community Living Areas

Chief Executive Officer (Housing) (**Territory Housing**)

Julalikari Council Aboriginal Corporation (**JCAC**)

MinterEllison

LAWYERS

LEVEL 4, 66 SMITH STREET, DARWIN NT 0800
TEL: +61 8 8901 5900 FAX: +61 8 8901 5901
www.minterellison.com

Sublease

Details	**4**
1. Defined terms & interpretation	**5**
2. Grant of Sublease	**6**
3. Consent	**6**
4. Assignment of existing tenancies	**6**
5. Options	**7**
6. Rates, charges and taxes	**7**
7. Utility charges	**8**
8. Compliance with Headleases	**8**
9. Maintenance and transfer of ownership of Improvements	**8**
10. Services	**8**
11. Construction of Infrastructure and Services	**8**
12. Residential housing purchases	**9**
13. Use of Premises	**9**
14. Quiet enjoyment	**9**
15. Termination	**9**
16. Underlease	**10**
17. Dispute resolution	**10**
18. Holding over	**11**
19. Costs of Sublease	**11**
20. Notices and other communications	**11**
21. Goods and Services Tax	**11**

22. Miscellaneous 12

Schedule 1 - Sublease Particulars 13

Signing page 16

Annexure A: Underlease

Details

Date

2008

Parties

Name	**Chief Executive Officer (Housing)**
Short form name	**Territory Housing**
Notice details	1 Briggs Street, Darwin NT 0800 Facsimile: 08 8999 98488 Attention: General Manager

Name	**Julalikari Council Aboriginal Corporation**
Short form name	**JCAC**
Notice details	PO Box 158, Tennant Creek , NT 0861 Facsimile: 08 8962 3236 Attention: General Manager

Background

A Pursuant to the Headlease referred to in Part B of Item 1, the NTA granted a lease of the Premises to JCAC.

B Pursuant to separate headleases referred to in Part A of Item 1, the NTA granted leases of certain other land to JHI.

C JCAC wishes to grant a sublease of the Premises to Territory Housing, and Territory Housing wishes to accept the grant of a sublease of the Premises, on the terms of this Sublease.

D Territory Housing wishes to grant a lease of the Underlease Areas to JCAC, and JCAC wishes to accept the grant of a lease of the Underlease Areas, on the terms of the Underlease.

E The consent of the Minister administering the *Crown Lands Act* is required pursuant to section 47 of the *Crown Lands Act* in order for JCAC to grant to Territory Housing this Sublease.

F The consent of the Minister administering the *Associations Act* is required pursuant to section 110 of the *Association Act* in order for JCAC to transfer its ownership of the Prescribed Property to Territory Housing.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this Sublease:

Aboriginal has the meaning given in the Act;

Act means the *Aboriginal Land Rights (Northern Territory) Act 1976 (Cth)*;

Authority Certificate has the meaning given to it in the *Northern Territory Aboriginal Sacred Sites Act;*

Business Day means a day that is not a Saturday, Sunday or public holiday in the Northern Territory;

Business Hours means from 9.00am to 5.00pm on a Business Day;

Commencement Date means the date specified in Item 2;

Controlled means the same as in the *Corporations Act 2001 (Cth);*

First Option Period means the period specified in Item 4;

Headlease means each of the leases set out in the middle column of Part B of Item 1;

Improvement includes buildings, structures, fixtures, fittings, plant, equipment and material or articles which are erected on or attached to the Premises (including without limitation houses, fences, streetlights, power poles) but does not include Services;

Initial Term means the period specified in Item 3;

JHI means Julalikari Housing Incorporated ABN 89 853 839 239 incorporated under the *Associations Act (NT)*;

Northern Territory Entity means the Northern Territory of Australia, a statutory authority or government owned corporation of, or entity controlled by, the Northern Territory of Australia, or a body corporate established under an Act of the Northern Territory of Australia;

NTA means the Northern Territory of Australia;

Permitted Use means the uses specified in Item 5;

Premises means the premises described in the right-hand column of Part B of Item 1 and includes the Improvements and Services in and on the Premises;

Remote Public Housing Management Framework means the document prepared by Territory Housing called 'Remote Public Housing Management Framework' as amended or replaced from time to time.

Rent means $1.00 if demanded;

Residential Tenancy Agreement has the meaning given to a 'tenancy agreement' in the *Residential Tenancies Act (NT),* and which relates to all parts of the Premises, excluding all parts of the Underlease Areas and for the avoidance of doubt, include such tenancy agreements that are prescribed by section 19(4) of the *Residential Tenancies Act (NT),*

Sacred Sites has the meaning given in the *Northern Territory Aboriginal Sacred Sites Act;*

Second Option Period means the period specified in Item 4;

Services includes:

(a) all utilities and services on or connected to the Premises including water, gas, electricity, lighting, sanitation, drainage, stormwater, computer services, communication and telecommunication systems, oil and any other source or type of energy and fuel and includes all wires, cables, pipes ducts and conduits, tanks, electrical and mechanical plant and all other ancillary or associated parts and accessories; and

(b) all roads and footpaths on the Premises;

Term means the Initial Term, the First Option Period and the Second Option Period, unless this Sublease is earlier terminated;

Underleases means the leases granted by Territory Housing to JCAC under clause 16, as attached at Annexure A; and

Underlease Areas means the areas which are underleased to JCAC in the Underleases.

1.2 Interpretation

In this Sublease, unless a contrary intention appears:

(a) a reference to an Item is a reference to an Item in Schedule 1;

(b) a reference to a Schedule is a reference to a Schedule to this Sublease;

(c) words in the singular include the plural and vice versa;

(d) words importing one gender include each of the other genders; and

(e) a reference to a party includes its successors in title.

2. Grant of Sublease

In consideration of the Rent and Territory Housing's covenants, JCAC subleases to Territory Housing the Premises for the Permitted Use for the Term.

3. Consent

(a) This Sublease is conditional upon the Minister administering:

(i) the *Crown Lands Act* providing his or her consent pursuant to section 47 of the *Crown Lands Act*; and

(ii) the *Associations Act* providing his or her consent pursuant to section 110 of the *Associations Act.*

(b) The parties agree that:

(i) each party must use its reasonable endeavours to obtain the consents required under clause 3(a); and

(ii) if those consents are not obtained by 31 December 2008, either party may terminate this Sublease by giving written notice to the other party.

4. Assignment of existing tenancies

(a) For the purpose of clause 4(b), the Premises includes the premises that is described in the right-hand column of Part A of Item 1

(b) JCAC assigns to Territory Housing of all of its right title and interest in each Residential Tenancy Agreement that is in existence at the commencement of this Sublease, including JCAC's rights and powers under each Residential Tenancy Agreement.

(c) JCAC agrees to:

(i) provide notice of the assignment referred to in clause 4(b) to every tenant with an existing Residential Tenancy Agreement;

(ii) ensure that the notice requirement under clause 4(c)(i) is provided in accordance with section 182 of the *Law of Property Act*; and

(iii) use its best endeavours to assist Territory Housing to ensure that all existing Residential Tenancy Agreements are replaced by a tenancy agreement that it is consistent with the Remote Public Housing Management Framework.

(d) JCAC consents to Territory Housing:

(i) transferring, subletting or assigning this Sublease to a Northern Territory Entity;

(ii) tenanting, subletting or underleasing the Premises or part of the Premises in accordance with the Permitted Use; and

(iii) granting easements, licences, subleases, transfers or rights of access in relation to the Premises as and in the manner requested by Territory Housing from time to time.

(e) Nothing in clause 4(d) shall be taken to mean that JCAC provides its consent to Territory Housing in respect of granting licences, subleases, transfers and rights of access in relation to the Premises beyond the Term without the consent of JCAC.

5. Options

(a) At the expiry of the Initial Term or the First Option Period (as the case may be), this Sublease will automatically be renewed for the First Option Period or the Second Option Period (as the case may be) unless Territory Housing has, at least three months prior to the expiry of the Initial Term or the First Option Period (as the case may be), given notice to JCAC that this Sublease will not be renewed from that date.

(b) During the First Option Period and the Second Option Period, the terms of this Sublease shall remain the same as during the Initial Term.

(c) For the sake of certainty it is acknowledged that Territory Housing does not have any legal right to an extension of this Sublease beyond the expiry of the Second Option Period, however if requested by Territory Housing, JCAC agrees to negotiate in good faith to extend this Sublease after that date.

6. Rates, charges and taxes

(a) Territory Housing must pay all rates, charges and taxes in respect of the Premises and any building located upon the Premises.

(b) JCAC must promptly forward any notices in respect of rates, charges or taxes in relation to the Premises to Territory Housing.

(c) Nothing in clause 6(a) prevents Territory Housing from recovering rates, charges and taxes from any underlessee or licensee, including JCAC pursuant to the Underlease.

7. Utility charges

(a) Territory Housing must pay for all electricity, water and gas consumed or used by Territory Housing on the Premises.

(b) Nothing in clause 7(a) prevents Territory Housing from passing liability for the consumption of electricity, water or gas to an underlessee or licensee, including JCAC pursuant to the Underlease.

8. Compliance with Headleases

All of JCAC's covenants and obligations contained in each Headlease are incorporated and deemed to be incorporated mutatis mutandis into this Sublease as if they were specifically set out in this Sublease, and Territory Housing agrees with JCAC in relation to the Premises in and on the same terms conditions and covenants as JCAC as lessee has covenanted and agreed with the NTA as lessor.

9. Maintenance and transfer of ownership of Improvements

(a) The parties acknowledge and agree that:

(i) ownership of all Improvements existing on the Premises at the Commencement Date will be transferred to Territory Housing;

(ii) all Improvements constructed on the Premises during the Term are the property of Territory Housing;

(iii) Territory Housing is responsible for repairs and maintenance of Improvements on the Premises during the Term;

(iv) Territory Housing must maintain public housing on the Premises in accordance with the Remote Public Housing Management Framework; and

(v) upon expiration of the Term Territory Housing's interest in the Improvements will be transferred to JCAC (and for the sake of certainty this includes Improvements transferred to Territory Housing under clause 9(i), and all Improvements constructed under clause 9(ii)).

(b) JCAC warrants that it has not entered into any agreement with a tenant of any dwelling on the Premises which confer on the tenant a right to purchase the dwelling.

10. Services

(a) The parties acknowledge that the Services may be owned by one or more of JCAC, Territory Housing, Power and Water Corporation, the Northern Territory of Australia, the Commonwealth of Australia, or other third parties.

(b) JCAC agrees that it will use its best endeavours to assist Territory Housing to negotiate and secure, an agreement with such persons relating to the Services, as each party considers appropriate.

11. Construction of Infrastructure and Services

(a) JCAC acknowledges that Territory Housing may construct, demolish, upgrade, extend, refurbish, landscape or do any other act or thing in relation to all Improvements and Services on the Premises, and in relation to the Premises generally.

(b) Prior to carrying out any construction work outside the existing footprint of a house or other structure on the Premises, Territory Housing must:

(i) obtain from the Aboriginal Areas Protection Authority an Authority Certificate in relation to any Sacred Sites on that part of the Premises, including, if there are any Sacred Sites, specific advice as to the footprint of any Sacred Site which must remain undisturbed by any such construction work; and

(ii) inform all of its employees, invitees, agents, contractors, sub-contractors, operators and other persons acting directly or indirectly with the authority of Territory Housing and engaged in any work on the Premises, of the existence of any of Sacred Sites and of the obligation to avoid and prevent any harm or disturbance to them.

12. Residential housing purchases

(a) Territory Housing and JCAC will develop guidelines to enable local Aboriginals to acquire a long-term secure tenure in respect of individual houses and related land area **(Home Ownership Area)** located on the Premises.

(b) It is intended that:

(i) the Home Ownership Area will be excised from this Sublease and a new sublease (Long Term Sublease) of the Home Ownership Area be granted directly by JCAC to that local Aboriginal; and

(ii) this Sublease will not apply to that Home Ownership Area following the excision.

13. Use of Premises

Territory Housing must:

(a) not use the Premises for any purpose other than the Permitted Use without the written consent of JCAC; and

(b) provide public housing on the Premises.

14. Quiet enjoyment

JCAC covenants with Territory Housing that Territory Housing may peaceably hold and enjoy the Premises during the Term without any interruption or disturbance from JCAC or any person lawfully claiming through or under JCAC.

15. Termination

(a) JCAC:

(i) acknowledges and agrees that, with the exception of a breach set out in clause 15(b), damages is an adequate remedy for any breach of this Sublease by Territory Housing;

(ii) waives any rights it may have whether under this Sublease, at law, in equity or otherwise, to terminate this Sublease due to a breach of this Sublease by Territory Housing; and

(iii) to the extent that the waiver in clause 15(a)(ii) is not binding, covenants with Territory Housing that, with the exception of a breach set out in clause 15(b), it

will not exercise any rights to terminate this Sublease due to a breach of this Sublease by Territory Housing.

(b) The parties agree that:

(i) the obligations on Territory Housing in clause 13 are fundamental terms of this Sublease; and

(ii) clauses 15(a)(ii) and 15(a)(iii) do not apply to a breach by Territory Housing of clause 13.

(c) JCAC may not commence any action or do any act to terminate this Sublease for a breach of clause 13 unless:

(i) it provides to Territory Housing written notice detailing the alleged breach; and

(ii) Territory Housing does not remedy the breach within six months of receipt of that notice.

(d) If Crown Lease Term 01142 and Special Purpose Lease 0540 are consolidated to create a new Crown Lease in Perpetuity, the parties must do all things necessary to ensure that the rights granted to Territory Housing under this Sublease continue under the new Crown Lease in Perpetuity.

16. Underlease

(a) In consideration of the Rent and JCAC's covenants as set out in the Underlease, Territory Housing grants to JCAC two leases which together comprise the Underlease Area on the terms of the Underleases.

(b) The parties must execute the Underleases at the same time as they execute this Sublease.

(c) This Sublease is conditional upon the parties executing the Underleases as required under clause 16(b).

17. Dispute resolution

(a) The parties agree that a dispute arising under this Sublease will be dealt with as follows:

(i) the party claiming that there is a dispute will give the other party a notice setting out the nature of the dispute;

(ii) within 7 Business Days after receipt of that notice each party will seek to negotiate a resolution, with the representatives of each party being the people with day-to-day responsibility of the relevant issue;

(iii) failing settlement within 14 Business Days, CEO of Territory Housing and the General Manager of JCAC will try to settle the dispute by direct negotiation between them;

(iv) failing settlement within a further 14 Business Days, the parties may agree to refer the dispute to mediation;

(v) the parties will cooperate fully with any process instigated under this clause in order to achieve a speedy resolution; and

(vi) if a resolution is not reached through mediation within a further 28 Business Days, either party may commence legal proceedings or exercise any other rights it may have under or in respect of this Sublease.

(b) Each party will bear its own costs of complying with this clause 17, and the parties must bear equally the cost of any third person engaged under clause 17(a)(iv).

(c) This clause 17 does not apply to legal proceedings by either party seeking urgent interlocutory relief.

18. Holding over

Where Territory Housing continues in occupation of the Premises after the expiration of the Term without any demand for possession having been made by JCAC, Territory Housing is deemed to be holding the Premises under a yearly tenancy determinable at any time upon 6 month's notice (which notice may expire at any time) being given by either party to the other, at the same Rent and upon and subject to the same terms as are contained in this Sublease so far as they can be applied to a yearly tenancy.

19. Costs of Sublease

(a) Each party must each bear their own costs of and incidental to the negotiation, settlement, preparation and execution of this Sublease.

(b) Territory Housing will pay any costs associated with stamp duty, registration, planning approval and all other necessary consents and survey in respect of or in connection with this Sublease.

20. Notices and other communications

20.1 Service of notices

A notice, demand, consent, approval or communication under this agreement (**Notice**) must be:

(a) in writing, in English and signed by a person duly authorised by the sender; and

(b) hand delivered or sent by prepaid post or facsimile to the recipient's address for Notices specified in the Details, as varied by any Notice given by the recipient to the sender.

20.2 Effective on receipt

A Notice given in accordance with clause 20.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

(a) if hand delivered, on delivery;

(b) if sent by prepaid post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia);

(c) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the entire Notice unless, within eight Business Hours after the transmission, the recipient informs the sender that it has not received the entire Notice,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

21. Goods and Services Tax

(a) For the purposes of this clause:

(i) GST Act means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and

(ii) adjustment event, adjustment note, GST, input tax credit and taxable supply have the meanings given to those terms in the GST Act.

(b) Unless otherwise stated, all amounts payable by one party to the other party under this Sublease are exclusive of GST.

(c) A recipient of a taxable supply made under this Sublease must pay to the supplier an amount equivalent to any GST paid or payable by the supplier in respect of the taxable supply, subject to the supplier issuing a valid tax invoice in accordance with the GST Act to the recipient.

(d) A party's obligation to reimburse the other party for an amount paid or payable to a third party includes GST on the amount paid or payable to the third party, except to the extent that the party being reimbursed is entitled to claim an input tax credit for that GST.

(e) Each party must issue an adjustment note to the other party as soon as it becomes aware of an adjustment event relating to a taxable supply by it under this Sublease.

22. Miscellaneous

(a) This Sublease may be executed by the parties in any number of counterparts and all counterparts taken together will constitute one instrument.

(b) Any term of this Sublease which is not applicable to the Premises or which is repugnant to the general interpretation of this Sublease or which is invalid unlawful void or unenforceable shall be capable of severance without affecting any of the other terms of this Sublease.

(c) For the purposes of clause 22(d), Headleases includes the leases set out in the middle column of Part A Item 1, and Premises includes the premises described in the right-hand column of Part A of Item 1, and includes the Improvements and Services in and on the Premises.

(d) Without limiting clause 22(b), if any of the Headleases terminates during the Term, then:

(i) that part of the Premises relating to that Headlease is excised from the Premises;

(ii) that excision has no effect on the remaining parts of the Premises;

(iii) the parties must do all things necessary, including varying this Sublease and signing any other documents, to reflect that this Sublease continues in respect of the remaining parts of the Premises.

(e) If this Sublease is unable to be registered for any reason, if necessary, the parties must do all things including signing new documents, subleases and underleases to enable a sublease to be registered over the Premises. This includes, if necessary, splitting the various areas contained in this Sublease into separate subleases and underleases.

(f) JCAC consents to Territory Housing completing or amending any Land Title Office panel form which may be required to register this Sublease, or any amendment to this Sublease contemplated in this Sublease, from time to time. JCAC agrees to sign such documents as may be necessary to achieve this.

(g) This Sublease shall not create any relationship between JCAC and Territory Housing other than the relationship of sublessor and sublessee.

Schedule 1 - Sublease Particulars

1.	**Premises**	Headlease	Premises
		Part A	
		1. Crown Lease in Perpetuity 01103	1. Lot 2051 Town of Tennant Creek from plan S 86/060 (Kargaru)
		2. Crown Lease in Perpetuity 01114	2. Lot 2055 Town of Tennant Creek from plan S 86/102B (Marla Marla)
		3. Crown Lease in Perpetuity 01191	3. Lot 1273 Town of Tennant Creek from plan S 74/062A (Munji-Marla)
		4. Crown Lease in Perpetuity 01192	4. Lot 1004 Town of Tennant Creek from plan B 000314 (The Village)
		5. Crown Lease in Perpetuity 01122	5. Lot 2065 Town of Tennant Creek from plan S 88/37 (Tinkarli)
		6. Crown Lease in Perpetuity 01113	6. Lot 2057 Town of Tennant Creek from plan S 86/102A (Village Camp)
		7. Crown Lease in Perpetuity 01123	7. Lot 2066 Town of Tennant Creek from plan S 88/37 (Wuppa)
		8. Special Purpose Lease 0540	8. Lot 1271 Town of Tennant Creek from plan S 80/190 (Ngalpa Ngalpa)
		* The Headlease and Premises with corresponding numbers are the same parcel of land.	
		Part B	
		9. Crown Lease Term 01142	9. Lot 2125 Town of Tennant Creek from plan S96/271
2.	**Commencement Date**	The day on which both Ministers provide their consent under clause 3 (a)(i) and (ii) of this Sublease.	
3.	**Term of Sublease**	20 years commencing on the Commencement Date	
4.	**Option Periods**	First Option Period is 20 years Second Option Period is 20 years.	

5.	**Permitted Use**	Territory Housing must only use, and permit the use of, the Premises for any use consistent with the purpose of the Headlease.

D.J. Ritchie
Chief Executive

Kara Macklean
Executive Assistant

Signing page

EXECUTED as an agreement.

Signed by **Chief Executive Officer (Housing)** in the presence of

Kara Maclean.
Signature of witness

Kara Maclean
Executive Assistant
Name of witness (print)

Signature of Chief Executive Officer (Housing)

D.J. Ritchie
Chief Executive
Name of Chief Executive Officer (Housing) (print)

The Common Seal of **Julalikari Council Aboriginal Corporation** was affixed hereto this 20th day of October 2008 in our presence pursuant to a resolution of the Council passed on the 20th day of October 2008:

JULALIKARI COUNCIL ABORIGINAL CORPORATION
COMMON SEAL

Geoffrey Shannon
Council Member

Geoffrey Shannon
Name of Council Member

Council Member

GINA MAREE SMITH
Name of Council Member

Annexure A

Underlease

Form 32

Section 65

Land Title Act
REGISTRAR-GENERAL'S DIRECTIONS

NORTHERN TERRITORY OF AUSTRALIA

U	**L**	**No:**
S	**L**	**No:**

IMPORTANT NOTICE

Please Note Privacy Statement Overleaf

Commissioner of Taxes use only (NOTE 1)

SUBLEASE

The owner of the lease subleases to the tenant the estate and interest in the land described and the tenant accepts this sublease of the land for the term and at the rent stipulated and subject to the covenants and conditions contained below or on the back of this document and acknowledges the amount payable or other consideration for the lease. (NOTES 2 – 3)

ESTATE AND INTEREST

Lease being subleased: Number: Each Lease listed in the right hand column of Item 1 of Schedule 1, except Special Purpose Lease 0540, Lot 1271 Town of Tenant Creek from plan S80/190, Crown Lease in Perpetuity Term 1114, Lot 1273 Town of Tennant Creek from Plan S74/062A and Crown Lease in Perpetuity Term 1192, Lot 1004 Town of Tennant Creek from Plan B000314.. (NOTE 4)

Register	Volume	Folio	Location	Lot Description	Plan	Unit
CT	501	041	Town of Tennant Creek	2051	S86/060	
CT	312	089	Town of Tennant Creek	2055	S86/102B	
CT	371	160	Town of Tennant Creek	2065	S88/37	
CT	371	161	Town of Tennant Creek	2066	S88/37	
CT	728	827	Town of Tennant Creek	2125	S96/271	
CT	311	019	Town of Tennant Creek	2057	S 86/102A	

(NOTE 5)

INTEREST BEING SUBLEASED: Part of the Lots being Administrative Lot Numbers: 2267(A), 2275(A), 2283(A), 2303 (A), 2630 (A), 2414 (A), 2417 (A), 2249(A), 2209 (A), 2418(A), 2191 (A) and 2227(A) as shaded in red on the plan attached at Annexure A. (NOTE 6)

MARKET RENT UNDER THE SUB-LEASE		GST AMOUNT	(NOTE 7)
OTHER CONSIDERATION (Include Nil or Nominal Rent)	$1	GST AMOUNT $0.09	

OWNER OF THE LEASE: Chief Executive Officer (Housing) (NOTE 8)

TENANT: Julalikari Council Aboriginal Corporation, PO Box 158, Tennant Creek NT 0861 (NOTE 9)

TENANCY: Joint Tenants/Tenants in Common (Shareholding) (NOTE 10)

TERM OF SUBLEASE

Commencing:	Expiring:	Right of Renewal:
___/___/2008	___/___/2018	No

(NOTE 11)

Registered on ..... At .....

CONSENTS

(NOTE 12)

The Common Seal of Julalikari Council Aboriginal Corporation was affixed hereto this day of October 2008 in our presence pursuant to a resolution of the Council passed on the day of 2008

.....
Council Member: (Full name)

.....
Council Member: (Full name)

.....
SIGNED by Chief Executive Officer (Housing)

on (Date) .....

In the presence of:

.....
Qualified Witness:

.....

.....

(NOTE 13)

CONSENT OF INTEREST HOLDERS

Instrument type: .....

Instrument No: .....

Name of Parties: .....

.....
I the registered proprietor of the interest shown above consent to the registration of this instrument.

Signed: .....

(Date): .....
In the presence of:

.....

Name of Qualified Witness: .....

Address or Telephone No.: .....

Instrument type: .....

Instrument No: .....

Name of Parties: .....

.....
I the registered proprietor of the interest shown above consent to the registration of this instrument.

Signed: .....

(Date): .....
In the presence of:

.....

Name of Qualified Witness: .....

Address or Telephone No.: .....

COVENANTS

It is hereby covenanted by and between the owner of lease and the tenant as follows;

☐ To comply with the provisions contained in Memorandum of Common Provisions recorded in the Register as LTO No.

☑ The conditions and covenants implied by Sections 117 & 119 *Law of Property Act* shall not apply. (delete one)

☑ To comply with the provisions annexed to this lease.

PRIVACY STATEMENT – LAND REGISTER FORMS

The Registrar-General's Office is authorised by the *Land Title Act* to collect the information on this form for the establishment and maintenance of the Land Register, which is made available for search by any person, anywhere, including through the Internet, upon payment of a fee. The information is regularly provided to other NT Government agencies, the Australian Valuation Office, local governments, the Australian Bureau of Statistics, the Australian Taxation Office or other Commonwealth Agencies as required or authorised by law, and some private sector organisations for conveyancing, local government, valuation, statistical, administrative and other purposes. The Department of Planning and Infrastructure also uses the information to prepare and sell or licence property sales reports to commercial organisations concerned with the development, sale or marketing of property.

Failure to provide the information in full or in part may prevent your application or transaction being completed.

Your personal information provided on this form can be subsequently accessed by you on request. If you have any queries please contact the Deputy Registrar-General on 8999 5318.

CL Underlease

Tennant Creek Community Living Areas

Chief Executive Officer (Housing) (**Territory Housing**)

Julalikari Council Aboriginal Corporation (**JCAC**)

MinterEllison

LAWYERS

LEVEL 4, 66 SMITH STREET, DARWIN NT 0800
TEL: +61 8 8901 5900 FAX: +61 8 8901 5901
www.minterellison.com

Underlease

Details		3
1.	Defined terms & interpretation	4
2.	Grant of Underlease	5
3.	Conditions	5
4.	Renewal	5
5.	Rates, charges and taxes	6
6.	Utility charges	6
7.	Compliance with Headleases	6
8.	Repairs and maintenance	6
9.	Use of CL Underlease Area	7
10.	Quiet enjoyment	7
11.	Breach	7
12.	Termination	7
13.	Change of Definition of 'Premises' and 'CL Underlease Areas'	8
14.	Dispute resolution	8
15.	Holding over	9
16.	Costs of CL Underlease	9
17.	Notices and other communications	9
18.	Goods and Services Tax	10
19.	Miscellaneous	10
Schedule 1 - CL Underlease Particulars		11
Signing page		12
Annexure A: Map of Underlease Areas		

Details

Date

2008

Parties

Name	**Chief Executive Officer (Housing)**
Short form name	**Territory Housing**
Notice details	1 Briggs Street, Darwin NT 0800 Facsimile: 08 8999 98488 Attention: General Manager

Name	**Julalikari Council Aboriginal Corporation**
Short form name	**JCAC**
Notice details	PO Box 158, Tennant Creek , NT 0861 Facsimile: 08 8962 3236 Attention: General Manager

Background

A Pursuant to the Headleases, the NTA granted leases of the part of the Premises to JHI, and part of the Premises to JCAC.

B JHI and JCAC each has granted, or will grant, a sublease of those parts of the Premises in relation to which they are lessee, to Territory Housing.

C Territory Housing wishes to grant an underlease of the CL Underlease Area to JCAC, and JCAC wishes to accept the grant of an underlease of the CL Underlease Area, on the terms of this CL Underlease.

D JHI consents, under clause 17 of its Sublease with Territory Housing, to Territory Housing granting to JCAC an underlease of those parts of the Premises in relation to which JHI is the lessee.

E Territory Housing also wishes to grant an underlease of the SPL Underlease Area to JCAC, and the parties have entered into, or will enter into, a separate underlease (**SPL Underlease**) in relation to the SPL Underlease Area.

F The consent of the Minister administering the *Crown Lands Act* is required pursuant to section 47 of the *Crown Lands Act* in order for Territory Housing to grant to JCAC this CL Underlease.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this Underlease:

Aboriginal has the meaning given in the Act;

Act means the *Aboriginal Land Rights (Northern Territory) Act 1976 (Cth)*;

Business Day means a day that is not a Saturday, Sunday or public holiday in the Northern Territory;

Business Hours means from 9.00am to 5.00pm on a Business Day;

CL Underlease means this underlease;

CL Underlease Area means, subject to clause 13, the areas shaded in red in the plans in Annexure A and labelled with the following Administrative Lot Numbers: 2418(A), 2191(A), 2303(A), 2267(A), 2275(A), 2283(A), 2209(A) 2417(A), 2414(A), 2630 (A), 2249(A) and 2227(A), and includes the Improvements and Services on the CL Underlease Area;

Commencement Date means the date specified in Item 2;

Headlease means each of the leases set out in the middle column of Item 1;

Improvement includes buildings, structures, fixtures, fittings, plant, equipment and material or articles which are erected on or attached to the CL Underlease Area (including without limitation houses, fences, streetlights, power poles) but does not include Services;

Initial Term means the period specified in Item 3;

JCAC means Julalikari Council Aboriginal Corporation ABN 52 109 391 552 incorporated under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cth)*;

NTA means the Northern Territory of Australia;

Option Period means that period specified in Item 4;

Permitted Use means the uses specified in Item 5;

Premises means the premises described in the right-hand column of Item 1 and includes the Improvements and Services on the Premises;

Rent means $1.00 if demanded;

Services includes:

(a) all utilities and services on or connected to the Premises including water, gas, electricity, lighting, sanitation, drainage, stormwater, computer services, communication and telecommunication systems, oil and any other source or type of energy and fuel and includes all wires, cables, pipes ducts and conduits, tanks, electrical and mechanical plant and all other ancillary or associated parts and accessories; and

(b) all roads and footpaths on the Premises;

SPL Underlease means the underlease referred to in Recital E;

Sublease means the sublease granted to by JHI to Territory Housing, and the sublease granted by JCAC to Territory Housing; and

Term means the Initial Term, the First Option Period and the Second Option Period, unless this Underlease is terminated earlier.

1.2 Interpretation

In this Underlease, unless a contrary intention appears:

(a) a reference to an Item is a reference to an Item in Schedule 1;

(b) a reference to a Schedule is a reference to a Schedule to this Underlease;

(c) words in the singular include the plural and vice versa;

(d) words importing one gender include each of the other genders; and

(e) a reference to a party includes its successors in title.

2. Grant of Underlease

In consideration of the Rent and JCAC's covenants, Territory Housing underleases to JCAC the CL Underlease Area for the Permitted Use for the Term.

3. Conditions

3.1 Pre-conditions

(a) This CL Underlease is conditional upon:

(i) JHI, JCAC and Territory Housing entering into the Subleases;

(ii) JCAC and Territory Housing entering into the SPL Underlease;

(iii) the Minister administering the *Crown Lands Act* providing his or her consent pursuant to section 47 of the *Crown Lands Act* in relation to the Subleases and this CL Underlease; and

(iv) the Minister administering the *Special Purpose Lease Act* providing his or her consent pursuant to section 6 of the *Special Purposes Leases Act* in relation to the Subleases and the SPL Underlease,

and the parties must execute this CL Underlease at the same time as the Subleases and the SPL Underlease are executed.

(b) The parties agree that:

(i) each party must use its reasonable endeavours to obtain the consents required under clause 3.1(a); and

(ii) if those consents are not obtained by 31 December 2008, either party may terminate this Sublease by giving written notice to the other party.

3.2 No assignment

JCAC must not assign or transfer, sublet, part with or share the possession of, grant any licence affecting, mortgage, encumber, charge or otherwise deal with or dispose of this CL Underlease or the CL Underlease Area.

4. Renewal

(a) Following execution of this CL Underlease, either party may cause to be lodged a plan of survey in respect of the CL Underlease Area, in accordance with section 49 of the *Licensed Surveyors Act*.

(b) Territory Housing is responsible for the cost of preparing and lodging the plan of survey.

(c) Conditional upon the plan of subdivision being approved by the Surveyor-General, either party may, by written notice to the other party at any time prior to six months before the end of the Initial Term, renew this CL Underlease for the Option Period.

(d) During the Option Period, the terms of this Underlease shall remain the same as during the Initial Term, except that this clause will be deleted.

(e) If anything in this clause 4 causes a party to breach section 61 of the *Planning Act*, then:

(i) this clause 4 (with the exception of the remainder of this clause 4(e)) is severed from this CL Underlease;

(ii) neither party will have an option to renew this CL Underlease; and

(iii) each party must, at the request of the other party, negotiate in good faith whether to renew this CL Underlease.

5. Rates, charges and taxes

JCAC must pay all rates, charges and taxes in respect of the CL Underlease Area and any building located upon the CL Underlease Area.

6. Utility charges

JCAC must pay for all electricity, water and gas consumed or used on the CL Underlease Area.

7. Compliance with Headleases

All of JHI's and JCAC's covenants and obligations contained in each Headlease and Sublease are incorporated and deemed to be incorporated into this CL Underlease as if they were specifically set out in this CL Underlease, and JCAC agrees with Territory Housing in relation to the CL Underlease Area in and on the same terms conditions and covenants as JHI and JCAC (each as lessee) has covenanted and agreed with the NTA (as lessor).

8. Repairs and maintenance

(a) JCAC is responsible for repairing and maintaining the CL Underlease Area during the Term and must ensure that the CL Underlease Area (including Improvements and all outside and open areas) are kept:

(i) clean;

(ii) neat and tidy in appearance;

(iii) in a state of reasonable repair; and

(iv) clear of graffiti and litter.

(b) Territory Housing and any person authorised by Territory Housing may at all reasonable times enter the CL Underlease Area and view its condition and state of repair, and if Territory Housing considers that there is any defect or damage which the JCAC is obliged to repair, Territory Housing may notify JCAC of the defect or damage and require JCAC to repair it within a reasonable time.

(c) If JCAC does not fulfil its obligations under clause 8(a) or (b), Territory Housing may (without any obligation to do so) undertake such repairs and maintenance and recover the cost of doing so from JCAC.

(d) Territory Housing may on reasonable notice enter onto the CL Underlease Area, to construct, demolish, upgrade, extend, refurbish, or do any other act or thing in relation to all Improvements and Services on the Premises, and in relation to the Premises generally.

(e) Territory Housing will not exercise its right under clause 8(d):

(i) unless it considers it reasonable for the purposes of ensuring:

(A) that nothing in or on the CL Underlease Area infringes, or otherwise adversely impacts on its occupation of the Premises;

(B) the CL Underlease Area is maintained in manner and up to a standards that is appropriate for the Permitted Use that relate to that particular CL Underlease Area; and

(C) the safety of any person;

(f) For the purposes of Territory Housing exercising its right under clause 8(d), in relation to the CL Underlease Areas that are marked 'C' (ceremonial and traditional Aboriginal purposes), and without limiting Territory Housing's right of entry under that clause, Territory Housing agrees to observe JCAC's reasonable requirements that assist Territory Housing to demonstrate respect for aboriginal cultural practices and beliefs, except in the case of emergency.

9. Use of CL Underlease Area

JCAC must not use the CL Underlease Area for any purpose other than the Permitted Use without the written consent of Territory Housing.

10. Quiet enjoyment

Territory Housing covenants with JCAC that JCAC may peaceably hold and enjoy the CL Underlease Area during the Term without any interruption or disturbance from Territory Housing or any person lawfully claiming through or under Territory Housing.

11. Breach

If:

(a) JCAC breaches any of its obligations under the SPL Underlease; and

(b) an equivalent obligation is imposed on JCAC under this CL Underlease,

then JCAC is deemed to have breached that equivalent obligation under this CL Underlease.

12. Termination

(a) If JCAC breaches any of its obligations under this CL Underlease, Territory Housing may terminate this CL Underlease in respect of the whole or a part of the CL Underlease Area if:

(i) it provides JCAC with written notice detailing the alleged breach; and

(ii) JCAC does not remedy the breach within 30 days of receipt of that notice.

(b) If Territory Housing elects to terminate this CL Underlease in respect of a part of the CL Underlease Area, the parties must do all things necessary, including varying this CL Underlease and signing any other documents, to excise that part of the CL Underlease Area and to reflect that this CL Underlease continues in respect of the remaining parts of the CL Underlease Area.

(c) If the SPL Underlease terminates for any reason, this CL Underlease automatically terminates on the same day.

(d) If Crown Lease Term 01142 and Special Purpose Lease 0540 are consolidated to create a new Crown Lease in Perpetuity, the parties must do all things necessary to ensure that the rights granted to JCAC under this CL Underlease in relation to Crown Lease Term 01142 continue under the new Crown Lease in Perpetuity.

13. Change of Definition of 'Premises' and 'CL Underlease Areas'

(a) If the Special Purpose Lease referred to in Paragraph 8 of Item 1 (**SPL 0540**) terminates after execution of this Sublease but prior to the consents required under clause 3.1(a) of this CL Underlease being obtained, then:

(i) Item 1 is amended by deleting the reference to SPL 0540;

(ii) if a Crown Lease in Perpetuity is granted to JHI in respect of the land formerly the subject of SPL 0540, the definition of 'Premises' is amended by inserting that new Crown Lease in Perpetuity into Item 1;

(iii) if SPL 0540 and Crown Lease Term 01142 (**CLT 01142**) are both terminated, and a single Crown Lease in Perpetuity is granted to JHI in respect of the land formerly the subject of SPL 0540 and CLT 01142, the definition of 'Premises' is amended by inserting that new Crown Lease in Perpetuity into Item 1; and

(iv) the CL Underlease Area will include the areas shaded in red in the plans that are labelled with Administrative Lot Numbers 2166(A) and 2183(A).

(b) Without limiting clause 19(b), if any of the Headleases terminates during the Term, then:

(i) Item 1 is amended by deleting the reference to that Headlease;

(ii) that part of the CL Underlease Area relating to that Headlease is excised from the CL Underlease Area;

(iii) that excision has no effect on the remaining parts of the CL Underlease Area;

(iv) the parties must do all things necessary, including varying this CL Underlease and signing any other documents, to reflect that this CL Underlease continues in respect of the remaining parts of the CL Underlease Area; and

(v) if a new Crown Lease in Perpetuity is granted to JHI in respect of the land formerly the subject of that Headlease, the definition of 'Premises' is amended by inserting that new Crown Lease in Perpetuity into Item 1.

14. Dispute resolution

(a) The parties agree that a dispute arising under this CL Underlease will be dealt with as follows:

(i) the party claiming that there is a dispute will give the other party a notice setting out the nature of the dispute;

(ii) within 7 Business Days after receipt of that notice each party will seek to negotiate a resolution, with the representatives of each party being the people with day-to-day responsibility of the relevant issue;

(iii) failing settlement within 14 Business Days, CEO of Territory Housing and the General Manager of JCAC will try to settle the dispute by direct negotiation between them;

(iv) failing settlement within a further 14 Business Days, the parties may agree to refer the dispute to mediation;

(v) the parties will cooperate fully with any process instigated under this clause in order to achieve a speedy resolution; and

(vi) if a resolution is not reached through mediation within a further 28 Business Days, either party may commence legal proceedings or exercise any other rights it may have under or in respect of this CL Underlease.

(b) Each party will bear its own costs of complying with this clause14, and the parties must bear equally the cost of any third person engaged under clause 14(a)(iv).

(c) This clause 14 does not apply to legal proceedings by either party seeking urgent interlocutory relief.

15. Holding over

Where JCAC continues in occupation of the CL Underlease Area after the expiration of the Term without any demand for possession having been made by Territory Housing, JCAC is deemed to be holding the CL Underlease Area under a monthly tenancy determinable at any time upon 30 day's notice (which notice may expire at any time) being given by either party to the other, at the same Rent and upon and subject to the same terms as are contained in this CL Underlease so far as they can be applied to a monthly tenancy.

16. Costs of CL Underlease

(a) Each party must each bear their own costs of and incidental to the negotiation, settlement, preparation and execution of this CL Underlease.

(b) Territory Housing will pay any costs associated with stamp duty, registration, planning approval and all other necessary consents and survey in respect of or in connection with this CL Underlease.

17. Notices and other communications

17.1 Service of notices

A notice, demand, consent, approval or communication under this CL Underlease (**Notice**) must be:

(a) in writing, in English and signed by a person duly authorised by the sender; and

(b) hand delivered or sent by prepaid post or facsimile to the recipient's address for Notices specified in the Details, as varied by any Notice given by the recipient to the sender.

17.2 Effective on receipt

A Notice given in accordance with clause 17.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

(a) if hand delivered, on delivery;

(b) if sent by prepaid post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia);

(c) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the entire Notice unless, within eight Business Hours after the transmission, the recipient informs the sender that it has not received the entire Notice,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

18. Goods and Services Tax

(a) For the purposes of this clause:

(i) GST Act means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and

(ii) adjustment event, adjustment note, GST, input tax credit and taxable supply have the meanings given to those terms in the GST Act.

(b) Unless otherwise stated, all amounts payable by one party to the other party under this CL Underlease are exclusive of GST.

(c) A recipient of a taxable supply made under this CL Underlease must pay to the supplier an amount equivalent to any GST paid or payable by the supplier in respect of the taxable supply, subject to the supplier issuing a valid tax invoice in accordance with the GST Act to the recipient.

(d) A party's obligation to reimburse the other party for an amount paid or payable to a third party includes GST on the amount paid or payable to the third party, except to the extent that the party being reimbursed is entitled to claim an input tax credit for that GST.

(e) Each party must issue an adjustment note to the other party as soon as it becomes aware of an adjustment event relating to a taxable supply by it under this CL Underlease.

19. Miscellaneous

(a) This CL Underlease may be executed by the parties in any number of counterparts and all counterparts taken together will constitute one instrument.

(b) Any term of this CL Underlease which is not applicable to the CL Underlease Area or which is repugnant to the general interpretation of this CL Underlease or which is invalid unlawful void or unenforceable shall be capable of severance without affecting any of the other terms of this CL Underlease.

(c) JCAC consents to Territory Housing completing or amending any Land Title Office panel form which may be required to register this CL Underlease, or any amendment to this CL Underlease contemplated in this CL Underlease, from time to time. JCAC agrees to sign such documents as may be necessary to achieve this.

(d) This CL Underlease shall not create any relationship between JCAC and Territory Housing other than the relationship of underlessor and underlessee.

Schedule 1 - CL Underlease Particulars

1.	**Premises**	Headlease	Premises
		1. Crown Lease in Perpetuity 01103	1. Lot 2051 Town of Tennant Creek from plan S 86/060 (Kargaru)
		2. Crown Lease in Perpetuity 01114	2. Lot 2055 Town of Tennant Creek from plan S 86/102B (Marla Marla)
		3. Crown Lease in Perpetuity 01191	3. Lot 1273 Town of Tennant Creek from plan S 74/062A (Munji-Marla)
		4. Crown Lease in Perpetuity 01192	4. Lot 1004 Town of Tennant Creek from plan B 000314 (The Village)
		5. Crown Lease in Perpetuity 01122	5. Lot 2065 Town of Tennant Creek from plan S 88/37 (Tinkarli)
		6. Crown Lease in Perpetuity 01113	6. Lot 2057 Town of Tennant Creek from plan S 86/102A (Village Camp)
		7. Crown Lease in Perpetuity 01123	7. Lot 2066 Town of Tennant Creek from plan S 88/37 (Wuppa)
		8. Special Purpose Lease 0540	8. Lot 1271 Town of Tennant Creek from plan S 80/190 (Ngalpa Ngalpa)
		9. Crown Lease Term 01142	9. Lot 2125 Town of Tennant Creek from plan S96/271
		* The Headlease and Premises with corresponding numbers are the same parcel of land.	
2.	**Commencement Date**	The day on which the Minister provides his or her consent under clause 3.1(a) of this CL Underlease	
3.	**Term of Underlease**	10 years commencing on the Commencement Date	
4.	**Option Periods**	The balance of the period of the Sublease, including any option periods under the Sublease	
5.	**Permitted Use**	For those areas on the plan marked A, community buildings and spaces. For those areas on the plan marked B, child care centres. For those areas on the plan marked C, ceremonial and traditional Aboriginal purposes.	

Signing page

EXECUTED as an agreement.

Signed by **Chief Executive Officer (Housing)** in the presence of

Signature of witness ←

Name of witness (print)

Signature of Chief Executive Officer (Housing) ←

Name of Chief Executive Officer (Housing) (print)

The Common Seal of **Julalikari Council Aboriginal Corporation** was affixed hereto this day of October 2008 in our presence pursuant to a resolution of the Council passed on the day of 2008:

Council Member ←

Name of Council Member

Council Member ←

Name of Council Member

Annexure A

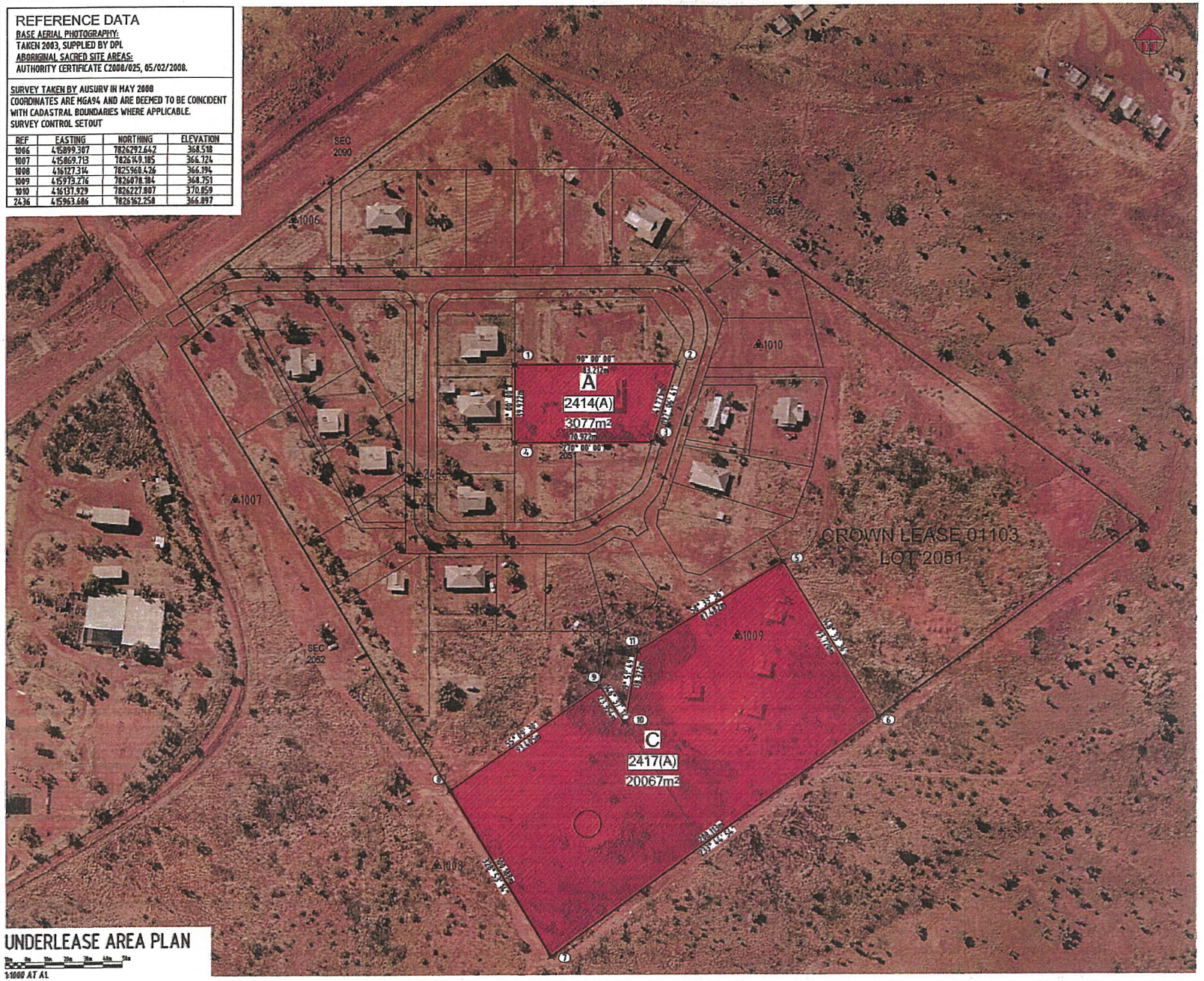
Map of CL Underlease Area

REFERENCE DATA

BASE AERIAL PHOTOGRAPHY:
TAKEN 2003, SUPPLIED BY DPI.
ABORIGINAL SACRED SITE AREAS:
AUTHORITY CERTIFICATE C2008/025, 05/02/2008.

SURVEY TAKEN BY AUSURV IN MAY 2008
COORDINATES ARE MGA94 AND ARE DEEMED TO BE COINCIDENT WITH CADASTRAL BOUNDARIES WHERE APPLICABLE.
SURVEY CONTROL SETOUT

REF	EASTING	NORTHING	ELEVATION
1006	415899.307	7826292.642	368.518
1007	415869.713	7826149.185	366.724
1008	416127.314	7825960.426	366.194
1009	415973.276	7826078.184	368.751
1010	416137.929	7826227.807	370.859
2436	415963.686	7826162.258	366.897



SETTING OUT TABLE

POINT	EASTING	NORTHING
1	416012.5885	7826217.8511
2	416095.8885	7826217.8511
3	416083.5101	7826177.9288
4	416012.5885	7826177.9288
5	416150.6634	7826116.2117
6	416199.5482	7826036.2515
7	416031.7198	7825913.1871
8	415979.9501	7825998.9634
9	416056.6109	7826052.3266
10	416069.4601	7826033.8677
11	416076.0248	7826070.5804

UNDERLEASE AREA PLAN

1:1000 AT A1

No.	DESCRIPTION	DATE	INT.
A	ISSUE FOR ADMINISTRATIVE APPROVAL	09.10.2008	JTL

AMENDMENTS

OPUS QANTEC McWILLIAM
A.B.N. 79 008 342 055
Level 1, 69 Smith Street
Darwin NT 0801
GPO Box 4083 Darwin NT 0801
Telephone: (08) 8981 7600
Facsimile: (08) 8941 1802
E-Mail: darwin@opusqmcw.com.au

N-08004_01_UNDERLEASE

territory housing

DRAWN	CHECKED
SGE\JTL	J.ANTOUN
DATE OCT 2008	DATE OCT 2008
DESIGNED	CHECKED
DATE	DATE
DESIGN PROJECT LEADER	PROJECT OFFICER
DATE	DATE

Northern Territory Government
Department of Planning and Infrastructure

TENNANT CREEK
KARGARU (238)
INFRASTRUCTURE DESIGN PROJECT FOR TENNANT CREEK URBAN LIVING AREAS
CROWN LEASE IN PERPETUITY 01103
LOT 2051 TOWN OF TENNANT CREEK (FROM PLAN S 86/060)

FILE No.	ASSET No.	SHEET No.	DRAWING No.	AMEND.	SHEET SIZE
-	-	- OF -	R08-2033	A	A1

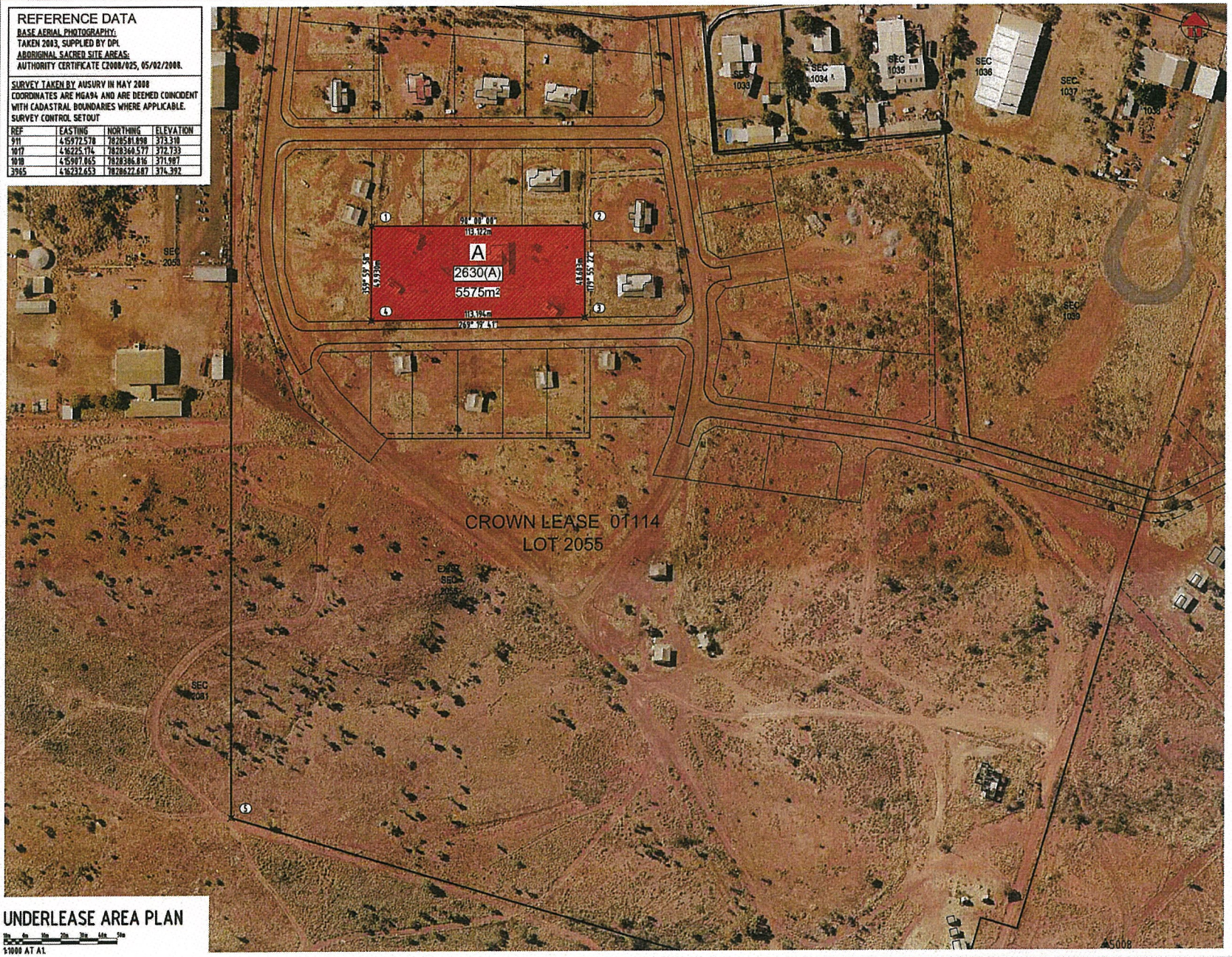
REFERENCE DATA

BASE AERIAL PHOTOGRAPHY:
TAKEN 2003, SUPPLIED BY DPI.

ABORIGINAL SACRED SITE AREAS:
AUTHORITY CERTIFICATE C2008/025, 05/02/2008.

SURVEY TAKEN BY AUSURV IN MAY 2008
COORDINATES ARE MGA94 AND ARE DEEMED COINCIDENT WITH CADASTRAL BOUNDARIES WHERE APPLICABLE.
SURVEY CONTROL SETOUT

REF	EASTING	NORTHING	ELEVATION
911	415972.578	7826581.898	373.318
1017	416225.174	7828360.577	372.733
1018	415907.065	7828386.816	371.987
3965	416232.653	7828672.687	374.392



SETTING OUT TABLE

POINT	EASTING	NORTHING
1	413866.536	7826526.692
2	413979.657	7826526.692
3	413979.723	7826478.089
4	413866.536	7826476.762
5	413793.668	7826214.728

UNDERLEASE AREA PLAN

1:1000 AT A1.

No.	DESCRIPTION	DATE	INT.
A	ISSUE FOR ADMINISTRATIVE APPROVAL	09.10.2008	SGE

AMENDMENTS

OPUS QANTEC McWILLIAM
A.B.N. 79 006 342 065
Level 1, 60 Smith Street
Darwin NT 0801
GPO Box 4083 Darwin NT 0801
Telephone: (08) 8981 7500
Facsimile: (08) 8941 1802
E-Mail: darwin@opusqmow.com.au
The Association of Consulting Engineers Australia
N-D8004.02

territory housing

DRAWN	SGE\JTL	CHECKED	J.ANTOUN
DATE	OCT 2008	DATE	OCT 2008
DESIGNED		CHECKED	
DATE		DATE	
DESIGN PROJECT LEADER		PROJECT OFFICER	
DATE		DATE	

Northern Territory Government
Department of Planning and Infrastructure

TENNANT CREEK
MARLA MARLA (223)
INFRASTRUCTURE DESIGN PROJECT FOR TENNANT CREEK URBAN LIVING AREAS
CROWN LEASE IN PERPETUITY 01114
LOT 2055 TOWN OF TENNANT CREEK (FROM PLAN 86/102B)

FILE No.	ASSET No.	SHEET No.	DRAWING No.	AMEND.	SHEET SIZE
-	-	- OF -	R08-2034	A	A1

G:\PROJECTS\2008-0034\CAD-0034-TENNANT CREEK URBAN LIVING\CAD-0034-MARLA MARLA\DRAWINGS\ET_MARLA_MARLA_CAD-0034-R2_UNDERLEASE.DWG

REFERENCE DATA

BASE AERIAL PHOTOGRAPHY:
TAKEN 2003, SUPPLIED BY DPI.
ABORIGINAL SACRED SITE AREAS:
AUTHORITY CERTIFICATE C2008/025, 05/02/2008.

SURVEY TAKEN BY AUSURV IN MAY 2008
COORDINATES ARE MGA94 AND ARE DEEMED TO BE COINCIDENT WITH CADASTRAL BOUNDARIES WHERE APPLICABLE .
SURVEY CONTROL SETOUT

REF	EASTING	NORTHING	ELEVATION
1311-1017	416225.174	7828360.577	372.733
989-1309	416322.540	7828444.501	731.836
3965	416232.653	7828622.687	374.392
1255	416496.997	7828545.623	375.362



SETTING OUT TABLE

POINT	EASTING	NORTHING
1	416372.609	7828706.525
2	416442.392	7828746.813
3	416506.212	7828673.352
4	416466.395	7828649.125
5	416455.241	7828652.129
6	416444.104	7828645.738
7	416440.748	7828633.344
8	416446.087	7828624.039
9	416426.310	7828612.414
10	416610.280	7828553.563
11	416632.983	7828527.430
12	416628.691	7828433.223
13	416603.070	7828431.891
14	416577.584	7828407.108
15	416553.527	7828449.032
16	416571.664	7828460.456
17	416562.834	7828475.866
18	416593.960	7828493.727
19	416573.584	7828532.353
20	416495.750	7828468.174
21	416517.651	7828429.992
22	416462.371	7828394.880
23	416438.994	7828435.618

UNDERLEASE AREA PLAN

1:1000 AT A1

No.	DESCRIPTION	DATE	INIT.
A	ISSUE FOR ADMINISTRATIVE APPROVAL	09.10.2008	JTL/SGE
	AMENDMENTS		

OPUS QANTEC McWILLIAM
A.B.N. 79 088 342 065
Level 1, 80 Smith Street
Darwin NT 0801
GPO Box 4083 Darwin NT 0801
Telephone: (08) 8981 7300
Facsimile: (08) 8941 1862
E-Mail: darwin@opusqmcw.com.au
N-D8004.06_UNDERLEASE

territory housing

DRAWN	CHECKED
SGE\JTL	J.ANTOUN
DATE OCT 2008	DATE OCT 2008
DESIGNED	CHECKED
DATE	DATE
DESIGN PROJECT LEADER	PROJECT OFFICER
DATE	DATE

Northern Territory Government
Department of Planning and Infrastructure

TENNANT CREEK
TINKARLI (681)
INFRASTRUCTURE DESIGN PROJECT FOR TENNANT CREEK URBAN LIVING AREAS
CROWN LEASE PERPETUITY 01122
LOT 2065 TOWN OF TENNANT CREEK (FROM PLAN S 88/37)

FILE No.	ASSET No.	SHEET No.	DRAWING No.	AMEND.	SHEET SIZE
-	-	OF -	ROB-2038	A	A1

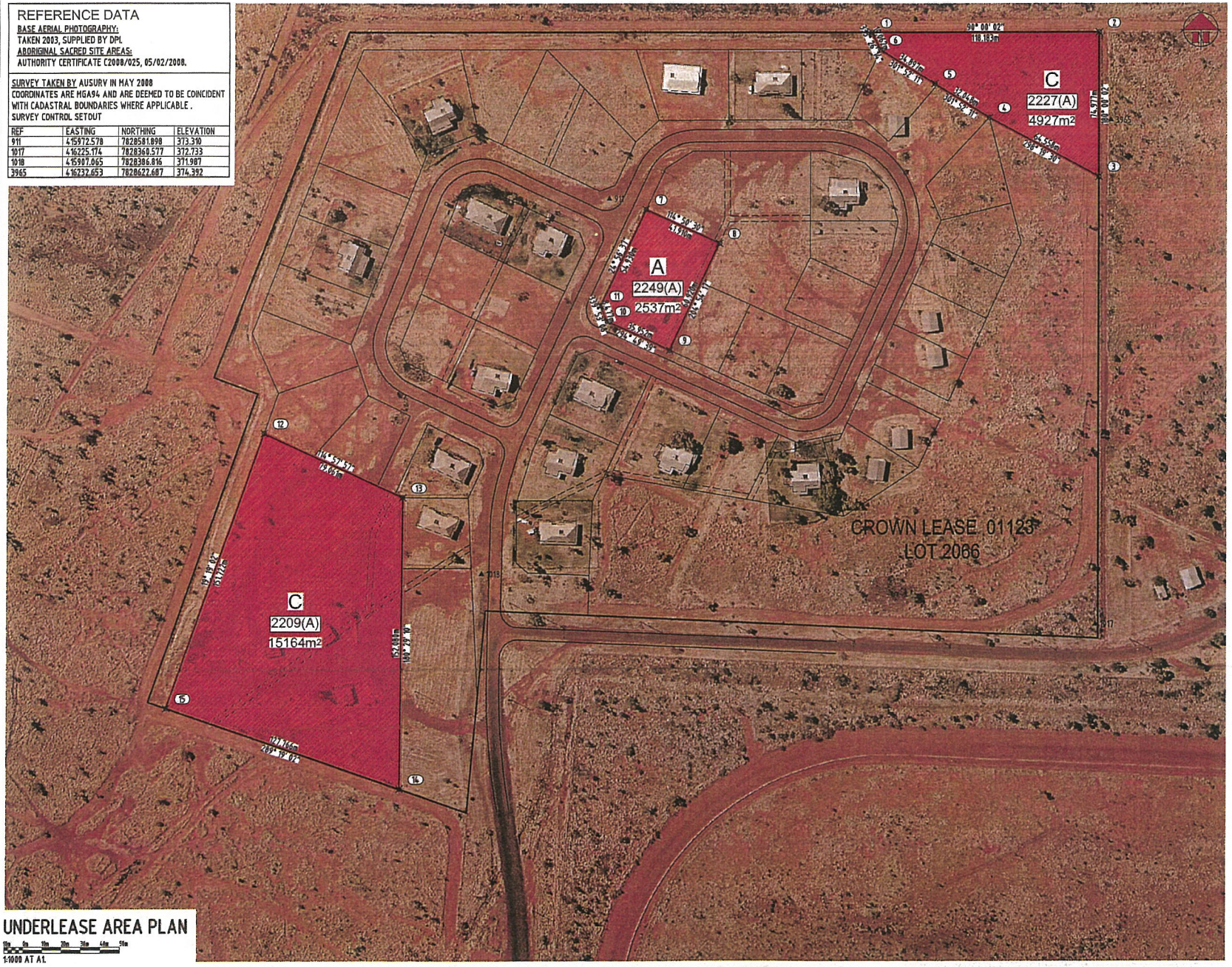
G:\PROJECTS\2008-OPUS\W-D8004 - TENNANT CREEK URBAN LIVING\W-D8004.APLW-D8004.A0 DRAWINGS\06 TINKARLI\W-D8004.06_UNDERLEASE.DWG

REFERENCE DATA

BASE AERIAL PHOTOGRAPHY:
TAKEN 2003, SUPPLIED BY DPI.
ABORIGINAL SACRED SITE AREAS:
AUTHORITY CERTIFICATE C2008/025, 05/02/2008.

SURVEY TAKEN BY AUSURV IN MAY 2008
COORDINATES ARE MGA94 AND ARE DEEMED TO BE COINCIDENT WITH CADASTRAL BOUNDARIES WHERE APPLICABLE.
SURVEY CONTROL SETOUT

REF	EASTING	NORTHING	ELEVATION
911	415972.578	7828581.898	373.310
1017	416225.174	7828360.577	372.733
1018	415907.065	7828386.816	371.987
3965	416232.653	7828622.687	374.392



SETTING OUT TABLE

POINT	EASTING	NORTHING
1	416108.372	7828668.391
2	416226.555	7828668.390
3	416226.554	7828593.413
4	416169.726	7828624.045
5	416141.299	7828641.718
6	416112.872	7828659.391
7	415991.592	7828576.279
8	416029.625	7828558.672
9	416003.971	7828503.417
10	415971.342	7828518.513
11	415968.427	7828526.472
12	415794.124	7828460.277
13	415865.797	7828426.907
14	415864.507	7828274.832
15	415743.934	7828317.096

UNDERLEASE AREA PLAN

1:1000 AT A1.

No.	DESCRIPTION	DATE	INIT.
A	ISSUE FOR ADMINISTRATIVE APPROVAL	09.10.2008	JTL/SGE
	AMENDMENTS		

OPUS QANTEC McWILLIAM
A.B.N. 79 088 342 065
Level 1, 80 Smith Street
Darwin NT 0801
GPO Box 4083 Darwin NT 0801
Telephone: (08) 8981 7500
Facsimile: (08) 8941 1882
E-Mail: darwin@opusqmcw.com.au
The Association of Consulting Engineers Australia
N-D8004.05_UNDERLEASE

territory housing

DRAWN	JTL\SGE	CHECKED	J.ANTOUN
DATE	OCT 2008	DATE	OCT 2008
DESIGNED		CHECKED	
DATE		DATE	
DESIGN PROJECT LEADER		PROJECT OFFICER	
DATE		DATE	

Northern Territory Government
Department of Planning and Infrastructure

TENNANT CREEK
WUPPA (684)
INFRASTRUCTURE DESIGN PROJECT FOR TENNANT CREEK URBAN LIVING AREAS
CROWN LEASE PERPETUITY 01123
LOT 2066 TOWN OF TENNANT CREEK (FROM PLAN S 88/37)

FILE No.	ASSET No.	SHEET No.	DRAWING No.	AMEND.	SHEET SIZE
-	-	OF -	ROB-2037	A	A1

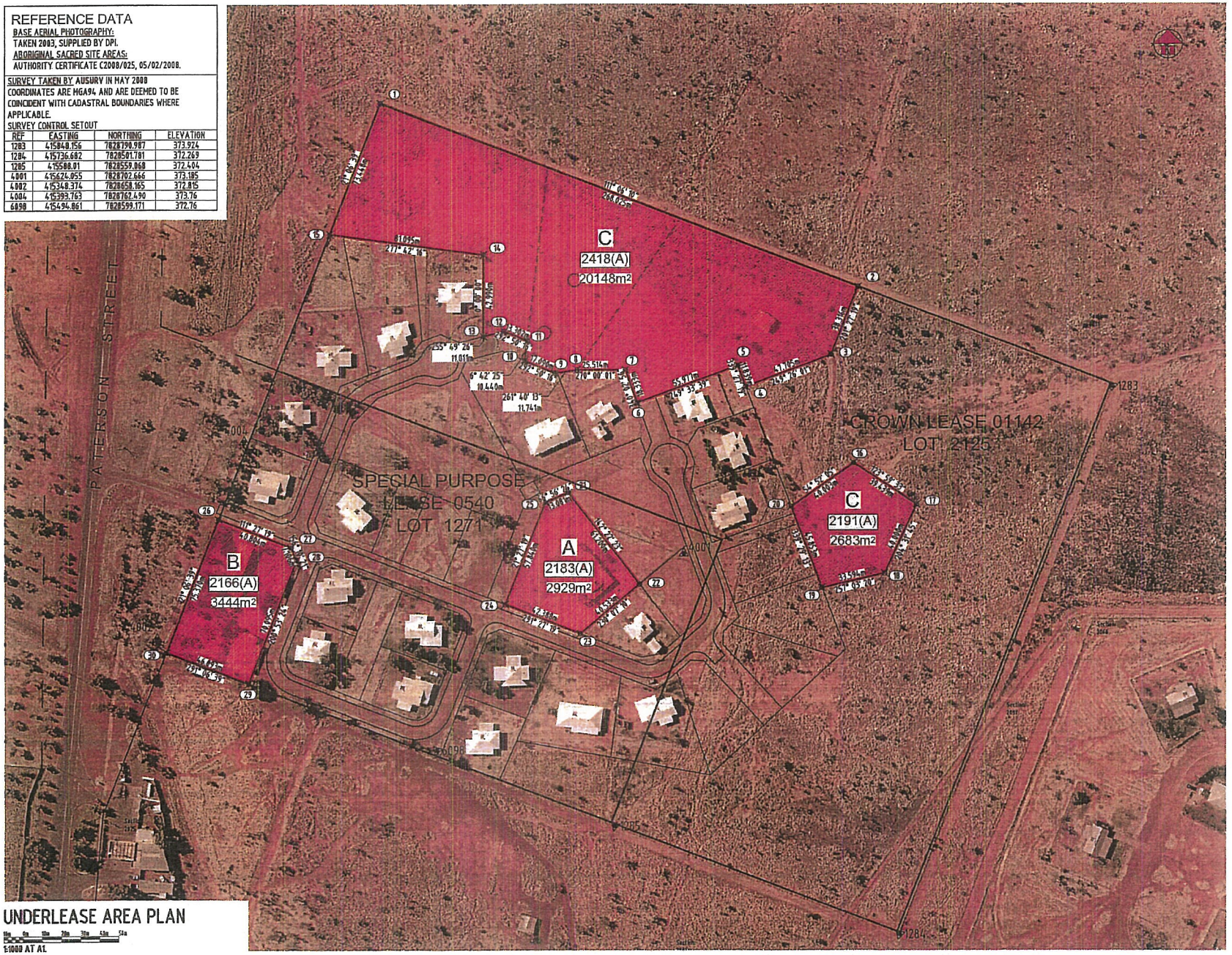
G:\PROJECTS\684-QW\CIVIL\684-...-TENNANT CREEK URBAN LIVING\01-PLANS\684-2037A.DWG - WUPPA (684).05 - UNDERLEASING

REFERENCE DATA

BASE AERIAL PHOTOGRAPHY:
TAKEN 2003, SUPPLIED BY DPI.
ABORIGINAL SACRED SITE AREAS:
AUTHORITY CERTIFICATE C2008/025, 05/02/2008.

SURVEY TAKEN BY AUSURV IN MAY 2008
COORDINATES ARE MGA94 AND ARE DEEMED TO BE COINCIDENT WITH CADASTRAL BOUNDARIES WHERE APPLICABLE.
SURVEY CONTROL SETOUT

REF	EASTING	NORTHING	ELEVATION
1283	415848.156	7828790.987	373.924
1284	415736.682	7828501.781	372.269
1285	415588.01	7828559.068	372.404
4001	415624.055	7828702.666	373.185
4002	415348.374	7828658.165	372.815
4004	415393.763	7828762.490	373.76
6098	415494.861	7828599.171	372.76



SETTING OUT TABLE

POINT	EASTING	NORTHING
1	415446.900	7828940.800
2	415714.950	7828843.500
3	415700.935	7828807.839
4	415656.270	7828791.081
5	415652.115	7828802.167
6	415599.663	7828782.619
7	415593.407	7828799.852
8	415567.893	7828799.852
9	415556.275	7828798.151
10	415540.525	7828804.784
11	415541.744	7828815.153
12	415529.485	7828820.316
13	415518.809	7828817.619
14	415518.809	7828860.618
15	415438.446	7828871.481
16	415712.791	7828750.654
17	415745.491	7828728.604
18	415728.884	7828692.214
19	415696.143	7828684.689
20	415680.054	7828727.619
21	415563.492	7828735.064
22	415600.856	7828686.593
23	415569.751	7828660.603
24	415530.300	7828676.108
25	415551.457	7828729.940
26	415380.372	7828721.063
27	415418.348	7828786.138
28	415421.219	7828699.638
29	415396.225	7828634.150
30	415353.226	7828650.751

UNDERLEASE AREA PLAN

1:1000 AT A1.

No.	DESCRIPTION	DATE	INIT.
	AMENDMENTS		
A	ISSUE FOR ADMINISTRATIVE APPPROVAL	09.10.2008	JTL/SGE

OPUS QANTEC McWILLIAM
A.B.N. 78 003 342 008
Level 1, 63 Smith Street
Darwin NT 0801
GPO Box 4083 Darwin NT 0801
Telephone: (08) 8981 2500
Facsimile: (08) 8941 1882
E-Mail: darwin@opusqmcw.com.au
N-D8004.04

territory housing

DRAWN	CHECKED
SGE/JTL	J.ANTOUN
DATE OCT 2008	DATE OCT 2008
DESIGNED	CHECKED
DATE	DATE
DESIGN PROJECT LEADER	PROJECT OFFICER
DATE	DATE

Northern Territory Government
Department of Planning and Infrastructure

TENNANT CREEK
NGALPA NGALPA (246)
INFRASTRUCTURE DESIGN PROJECT FOR TENNANT CREEK URBAN LIVING AREAS
SPECIAL PURPOSE LEASE 0540 LOT 1271 TOWN OF TENNANT CREEK (FROM PLAN S 80/190)
AND CROWN LEASE TERM 01142 LOT 2125 TOWN OF TENNANT CREEK (FROM PLAN S 96/271)

FILE No.	ASSET No.	SHEET No.	DRAWING No.	AMEND.	SHEET SIZE
-	-	- OF -	R08-2036	A	A1

©COPYRIGHT OPUS QANTEC MCWILLIAM - TENNANT CREEK URBAN LIVING AREAS - NGALPA NGALPA - R08-2036.04 - UNDERLEASING.DWG

REFERENCE DATA

BASE AERIAL PHOTOGRAPHY:
TAKEN 2003, SUPPLIED BY DPI.
ABORIGINAL SACRED SITE AREAS:
AUTHORITY CERTIFICATE C2008/825, 05/02/2008.

SURVEY TAKEN BY AUSURV IN MAY 2008
COORDINATES ARE MGA94 AND ARE DEEMED TO BE COINCIDENT WITH CADASTRAL BOUNDARIES WHERE APPLICABLE.
SURVEY CONTROL SETOUT

REF	EASTING	NORTHING	ELEVATION
5007	414375.247	7826453.167	369.495
8004	414517.542	7826466.456	367.923
bj24_p059	414443.853	7826435.986	368.314



SETTING OUT TABLE

POINT	EASTING	NORTHING
1	414467.676	7826579.672
2	414533.907	7826559.874
3	414517.806	7826506.412
4	414451.635	7826526.038

UNDERLEASE AREA PLAN

10m 0m 10m 20m 30m 40m 50m
1:1000 AT A1.

No.	DESCRIPTION	DATE	INT.
B	AMENDED FOR ADMINISTRATIVE APPROVAL	15.10.2008	JTL/SGE
A	ISSUE FOR ADMINISTRATIVE APPROVAL	09.10.2008	JTL/SGE

AMENDMENTS

OPUS QANTEC McWILLIAM
A.B.N. 79 088 342 065
Level 1, 80 Smith Street
Darwin NT 0801
GPO Box 4083 Darwin NT 0801
Telephone: (08) 8981 7600
Facsimile: (08) 8941 1882
E-Mail: darwin@opusqmow.com.au
The Association of Consulting Engineers Australia
N-D8004.87

territory housing

DRAWN	SGE\JTL	CHECKED	JANTOUN
DATE	OCT 2008	DATE	OCT 2008
DESIGNED		CHECKED	
DATE		DATE	
DESIGN PROJECT LEADER		PROJECT OFFICER	
DATE		DATE	

Northern Territory Government
Department of Planning and Infrastructure

TENNANT CREEK
VILLAGE AND SORRY CAMP (271)
INFRASTRUCTURE DESIGN PROJECT FOR TENNANT CREEK URBAN LIVING AREAS
CROWN LEASE PERPETUITY 01192 LOT 1004 TOWN OF TENNANT CREEK (FROM PLAN B 000314)
AND CROWN LEASE IN PERPETUITY 01113 LOT 2057 TOWN OF TENNANT CREEK (FROM PLAN S86/102A)

FILE No.	ASSET No.	SHEET No.	DRAWING No.	AMEND.	SHEET SIZE
-	-	C00.00 OF -	R08-2039	B	A1

Form 32

Section 65

Land Title Act

REGISTRAR-GENERAL'S DIRECTIONS

NORTHERN TERRITORY OF AUSTRALIA

U	**L**	**No:**
S	**L**	**No:**

Commissioner of Taxes use only (NOTE 1)

IMPORTANT NOTICE

Please Note Privacy Statement Overleaf

SUBLEASE

The owner of the lease subleases to the tenant the estate and interest in the land described and the tenant accepts this sublease of the land for the term and at the rent stipulated and subject to the covenants and conditions contained below or on the back of this document and acknowledges the amount payable or other consideration for the lease. (NOTES 2 – 3)

ESTATE AND INTEREST	Lease being subleased: Number:	Special Purpose 0540 Lease, Lot 1271 Town of Tennant Creek from Plan S80/190 (NOTE 4)

Register	Volume	Folio	Location	Lot Description	Plan	Unit
CT	629	846	Town of Tennant Creek	1271	S80/190	

(NOTE 5)

INTEREST BEING SUBLEASED	Part of the Lot being Administrative Lot Numbers 2166(A) and 2183(A) as shaded in red on the plan attached at Annexure A		(NOTE 6)
MARKET RENT UNDER THE SUB-LEASE		GST AMOUNT	(NOTE 7)
OTHER CONSIDERATION (Include Nil or Nominal Rent)	$1	GST AMOUNT $0.09	
OWNER OF THE LEASE	Chief Executive Officer (Housing)		(NOTE 8)
TENANT	Julilakari Council Aboriginal Corporation, PO Box 158, Tennant Creek , NT 0861		(NOTE 9)
TENANCY	Joint Tenants/Tenants in Common (Shareholding)		(NOTE 10)

TERM OF SUBLEASE	Commencing:	Expiring:	Right of Renewal:	
	__/__/2008	__/__/2018	No	(NOTE 11)
CONSENTS				(NOTE 12)

The Common Seal of Julalikari Council Aboriginal Corporation was affixed hereto this day of October 2008 in our presence pursuant to a resolution of the Council passed on the day of 2008

.....

Council Member: (Full name)

.....

Council Member: (Full name)

.....

SIGNED by Chief Executive Officer (Housing)

on (Date) .....

In the presence of:

.....

Qualified Witness:

.....

.....

(NOTE 13)

Registered on ..... At .....

CONSENT OF INTEREST HOLDERS

Instrument type: .....

Instrument No: .....

Name of Parties: .....

.....

I the registered proprietor of the interest shown above consent to the registration of this instrument.

Signed: .....

(Date): .....
In the presence of:

.....

Name of Qualified Witness: .....

Address or Telephone No.: .....

Instrument type: .....

Instrument No: .....

Name of Parties: .....

.....

I the registered proprietor of the interest shown above consent to the registration of this instrument.

Signed: .....

(Date): .....
In the presence of:

.....

Name of Qualified Witness: .....

Address or Telephone No.: .....

COVENANTS

It is hereby covenanted by and between the owner of lease and the tenant as follows;

☐ To comply with the provisions contained in Memorandum of Common Provisions recorded in the Register as LTO No.

☑ The conditions and covenants implied by Sections 117 & 119 *Law of Property Act* shall not apply. (delete one)

☑ To comply with the provisions annexed to this lease.

PRIVACY STATEMENT – LAND REGISTER FORMS

The Registrar-General's Office is authorised by the *Land Title Act* to collect the information on this form for the establishment and maintenance of the Land Register, which is made available for search by any person, anywhere, including through the Internet, upon payment of a fee. The information is regularly provided to other NT Government agencies, the Australian Valuation Office, local governments, the Australian Bureau of Statistics, the Australian Taxation Office or other Commonwealth Agencies as required or authorised by law, and some private sector organisations for conveyancing, local government, valuation, statistical, administrative and other purposes. The Department of Planning and Infrastructure also uses the information to prepare and sell or licence property sales reports to commercial organisations concerned with the development, sale or marketing of property.

Failure to provide the information in full or in part may prevent your application or transaction being completed.

Your personal information provided on this form can be subsequently accessed by you on request. If you have any queries please contact the Deputy Registrar-General on 8999 5318.

SPL Underlease

Tennant Creek Community Living Areas

Chief Executive Officer (Housing) (**Territory Housing**)

Julalikari Council Aboriginal Corporation (**JCAC**)

MinterEllison

LAWYERS

LEVEL 4, 66 SMITH STREET, DARWIN NT 0800
www.minterellison.com

Underlease

Details		3
1.	Defined terms & interpretation	4
2.	Grant of Underlease	5
3.	Conditions	5
4.	Renewal	5
5.	Rates, charges and taxes	6
6.	Utility charges	6
7.	Compliance with Headleases	6
8.	Repairs and maintenance	6
9.	Use of SPL Underlease Area	7
10.	Quiet enjoyment	7
11.	Breach	7
12.	Termination	7
13.	Dispute resolution	7
14.	Holding over	8
15.	Costs of SPL Underlease	8
16.	Notices and other communications	8
17.	Goods and Services Tax	9
18.	Miscellaneous	9
Schedule 1 - SPL Underlease Particulars		11
Signing page		12
Annexure A: Map of Underlease Area		

Details

Date

2008

Parties

Name	**Chief Executive Officer (Housing)**
Short form name	**Territory Housing**
Notice details	1 Briggs Street, Darwin NT 0800 Facsimile: 08 8999 98488 Attention: General Manager

Name	**Julalikari Council Aboriginal Corporation**
Short form name	**JCAC**
Notice details	PO Box 158, Tennant Creek , NT 0861 Facsimile: 08 8962 3236 Attention: General Manager

Background

A Pursuant to the Headleases, the NTA granted leases of the part of the Premises to JHI, and part of the Premises to JCAC.

B JHI and JCAC each has granted, or will grant, a sublease of those parts of the Premises in relation to which they are lessee, to Territory Housing.

C Territory Housing wishes to grant an underlease of the SPL Underlease Area to JCAC, and JCAC wishes to accept the grant of an underlease of the SPL Underlease Area, on the terms of this SPL Underlease.

D Territory Housing also wishes to grant an underlease of the CL Underlease Area to JCAC, and the parties have entered into, or will enter into, a separate underlease (**CL Underlease**) in relation to the CL Underlease Area.

E JHI consents under clause 17.(b) of the Sublease between it and Territory Housing, to Territory Housing granting to JCAC an underlease of those parts of the Premises in relation to which they are lessee.

F The consent of the Minister administering the *Special Purpose Leases Act* is required pursuant to section 6 of the *Special Purpose Leases Act* in order for Territory Housing to grant to JCAC this SPL Underlease.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this Underlease:

Aboriginal has the meaning given in the Act;

Act means the *Aboriginal Land Rights (Northern Territory) Act 1976 (Cth)*;

Business Day means a day that is not a Saturday, Sunday or public holiday in the Northern Territory;

Business Hours means from 9.00am to 5.00pm on a Business Day;

CL Underlease means the underlease referred to in Recital D;

Commencement Date means the date specified in Item 2;

Headlease means each of the leases set out in the middle column of Item 1;

Improvement includes buildings, structures, fixtures, fittings, plant, equipment and material or articles which are erected on or attached to the SPL Underlease Area (including without limitation houses, fences, streetlights, power poles) but does not include Services;

Initial Term means the period specified in Item 3;

JCAC means Julalikari Council Aboriginal Corporation ABN 52 109 391 552 incorporated under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cth)*;

NTA means the Northern Territory of Australia;

Option Period means that period specified in Item 4;

Permitted Use means the uses specified in Item 5;

Premises means the premises described in the right-hand column of Item 1 and includes the Improvements and Services on the Premises;

Rent means $1.00 if demanded;

Services includes:

(a) all utilities and services on or connected to the Premises including water, gas, electricity, lighting, sanitation, drainage, stormwater, computer services, communication and telecommunication systems, oil and any other source or type of energy and fuel and includes all wires, cables, pipes ducts and conduits, tanks, electrical and mechanical plant and all other ancillary or associated parts and accessories; and

(b) all roads and footpaths on the Premises;

SPL Underlease means this underlease;

SPL Underlease Area means the areas shaded in red in the plans in Annexure A and labelled with the following Administrative Lot Numbers 2166(A) and 2183(A), and includes the Improvements and Services on the Underlease Area;

Sublease means the sublease granted to by JHI to Territory Housing, and the sublease granted by JCAC to Territory Housing; and

Term means the Initial Term, the First Option Period and the Second Option Period, unless this Underlease is terminated earlier.

1.2 Interpretation

In this Underlease, unless a contrary intention appears:

(a) a reference to an Item is a reference to an Item in Schedule 1;

(b) a reference to a Schedule is a reference to a Schedule to this Underlease;

(c) words in the singular include the plural and vice versa;

(d) words importing one gender include each of the other genders; and

(e) a reference to a party includes its successors in title.

2. Grant of Underlease

In consideration of the Rent and JCAC's covenants, Territory Housing underleases to JCAC the SPL Underlease Area for the Permitted Use for the Term.

3. Conditions

3.1 Pre-conditions

(a) This Underlease is conditional upon:

(i) JHI, JCAC and Territory Housing entering into the Subleases;

(ii) JCAC and Territory Housing entering into the CL Underlease; and

(iii) the Minister administering the *Crown Lands Act* providing his or her consent pursuant to section 47 of the *Crown Lands Act* in relation to the Subleases and the CL Underlease; and

(iv) the Minister administering the *Special Purpose Lease Act* providing his or her consent pursuant to section 6 of the *Special Purposes Leases Act* in relation to the Subleases and this SPL Underlease;

and the parties must execute this SPL Underlease at the same time as the Subleases and the CL Underlease are executed.

(b) The parties agree that:

(i) each party must use its reasonable endeavours to obtain the consents required under clause 3.1(a); and

(ii) if those consents are not obtained by 31 December 2008, either party may terminate this Sublease by giving written notice to the other party.

3.2 No assignment

JCAC must not assign or transfer, sublet, part with or share the possession of, grant any licence affecting, mortgage, encumber, charge or otherwise deal with or dispose of this SPL Underlease or the SPL Underlease Area.

4. Renewal

The parties:

(a) acknowledge that neither party has an option to renew this SPL Sublease; and

(b) agree that each party must, at the request of the other party, negotiate in good faith whether to renew this SPL Underlease.

5. Rates, charges and taxes

JCAC must pay all rates, charges and taxes in respect of the SPL Underlease Area and any building located upon the SPL Underlease Area.

6. Utility charges

JCAC must pay for all electricity, water and gas consumed or used on the SPL Underlease Area.

7. Compliance with Headleases

All of JHI's and JCAC's covenants and obligations contained in each Headlease and Sublease are incorporated and deemed to be incorporated into this SPL Underlease as if they were specifically set out in this SPL Underlease, and JCAC agrees with Territory Housing in relation to the SPL Underlease Area in and on the same terms conditions and covenants as JHI and JCAC (each as lessee) has covenanted and agreed with the NTA (as lessor).

8. Repairs and maintenance

(a) JCAC is responsible for repairing and maintaining the SPL Underlease Area during the Term and must ensure that the SPL Underlease Area (including Improvements and all outside and open areas) are kept:

(i) clean;

(ii) neat and tidy in appearance;

(iii) in a state of reasonable repair; and

(iv) clear of graffiti and litter.

(b) Territory Housing and any person authorised by Territory Housing may at all reasonable times enter the SPL Underlease Area and view its condition and state of repair, and if Territory Housing considers that there is any defect or damage which the JCAC is obliged to repair, Territory Housing may notify JCAC of the defect or damage and require JCAC to repair it within a reasonable time.

(c) If JCAC does not fulfil its obligations under clause 8(a) or (b), Territory Housing may (without any obligation to do so) undertake such repairs and maintenance and recover the cost of doing so from JCAC.

(d) Territory Housing may on reasonable notice enter onto the SPL Underlease Area, to construct, demolish, upgrade, extend, refurbish, or do any other act or thing in relation to all Improvements and Services on the Premises, and in relation to the Premises generally.

(e) Territory Housing will not exercise its right under clause 8(d), unless it considers it reasonable for the purposes of ensuring:

(i) that nothing in or on the SPL Underlease Area infringes, or otherwise adversely impacts on its occupation of the Premises;

(ii) the SPL Underlease Area is maintained in manner and up to a standards that is appropriate for the Permitted Use that relate to that particular SPL Underlease Area; and

(iii) the safety of any person.

(f) For the purposes of Territory Housing exercising its right under clause 8(d), in relation to the SPL Underlease Areas that are marked 'C' (ceremonial and traditional Aboriginal purposes), and without limiting Territory Housing's right of entry under that clause, Territory Housing agrees to observe JCAC's reasonable requirements that assist Territory Housing to demonstrate respect for aboriginal cultural practices and beliefs, except in the case of emergency.

9. Use of SPL Underlease Area

JCAC must not use the SPL Underlease Area for any purpose other than the Permitted Use without the written consent of Territory Housing.

10. Quiet enjoyment

Territory Housing covenants with JCAC that JCAC may peaceably hold and enjoy the SPL Underlease Area during the Term without any interruption or disturbance from Territory Housing or any person lawfully claiming through or under Territory Housing.

11. Breach

If:

(a) JCAC breaches any of its obligations under the CL Underlease; and

(b) an equivalent obligation is imposed on JCAC under this SPL Underlease,

then JCAC is deemed to have breached that equivalent obligation under this SPL Underlease.

12. Termination

(a) If JCAC breaches any of its obligations under this SPL Underlease, Territory Housing may terminate this SPL Underlease if:

(i) it provides JCAC with written notice detailing the alleged breach; and

(ii) JCAC does not remedy the breach within 30 days of receipt of that notice.

(b) If the CL Underlease terminates for any reason, this SPL Underlease automatically terminates on the same day.

(c) If Crown Lease Term 01142 and Special Purpose Lease 0540 are consolidated to create a new Crown Lease in Perpetuity, the parties must do all things necessary to ensure that the rights granted to JCAC under this SPL Underlease continue under the new Crown Lease in Perpetuity.

13. Dispute resolution

(a) The parties agree that a dispute arising under this SPL Underlease will be dealt with as follows:

(i) the party claiming that there is a dispute will give the other party a notice setting out the nature of the dispute;

(ii) within 7 Business Days after receipt of that notice each party will seek to negotiate a resolution, with the representatives of each party being the people with day-to-day responsibility of the relevant issue;

(iii) failing settlement within 14 Business Days, CEO of Territory Housing and the General Manager of JCAC will try to settle the dispute by direct negotiation between them;

(iv) failing settlement within a further 14 Business Days, the parties may agree to refer the dispute to mediation;

(v) the parties will cooperate fully with any process instigated under this clause in order to achieve a speedy resolution; and

(vi) if a resolution is not reached through mediation within a further 28 Business Days, either party may commence legal proceedings or exercise any other rights it may have under or in respect of this SPL Underlease.

(b) Each party will bear its own costs of complying with this clause 12(a), and the parties must bear equally the cost of any third person engaged under clause 13(a)(iv).

(c) Clause 12(a) does not apply to legal proceedings by either party seeking urgent interlocutory relief.

14. Holding over

Where JCAC continues in occupation of the SPL Underlease Area after the expiration of the Term without any demand for possession having been made by Territory Housing, JCAC is deemed to be holding the SPL Underlease Area under a monthly tenancy determinable at any time upon 30 day's notice (which notice may expire at any time) being given by either party to the other, at the same Rent and upon and subject to the same terms as are contained in this SPL Underlease so far as they can be applied to a monthly tenancy.

15. Costs of SPL Underlease

(a) Each party must each bear their own costs of and incidental to the negotiation, settlement, preparation and execution of this SPL Underlease.

(b) Territory Housing will pay any costs associated with stamp duty, registration, planning approval and all other necessary consents and survey in respect of or in connection with this SPL Underlease.

16. Notices and other communications

16.1 Service of notices

A notice, demand, consent, approval or communication under this SPL Underlease (**Notice**) must be:

(a) in writing, in English and signed by a person duly authorised by the sender; and

(b) hand delivered or sent by prepaid post or facsimile to the recipient's address for Notices specified in the Details, as varied by any Notice given by the recipient to the sender.

16.2 Effective on receipt

A Notice given in accordance with clause 16.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

(a) if hand delivered, on delivery;

(b) if sent by prepaid post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia);

(c) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the entire Notice unless, within eight Business Hours after the transmission, the recipient informs the sender that it has not received the entire Notice,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

17. Goods and Services Tax

(a) For the purposes of this clause:

(i) GST Act means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and

(ii) adjustment event, adjustment note, GST, input tax credit and taxable supply have the meanings given to those terms in the GST Act.

(b) Unless otherwise stated, all amounts payable by one party to the other party under this SPL Underlease are exclusive of GST.

(c) A recipient of a taxable supply made under this SPL Underlease must pay to the supplier an amount equivalent to any GST paid or payable by the supplier in respect of the taxable supply, subject to the supplier issuing a valid tax invoice in accordance with the GST Act to the recipient.

(d) A party's obligation to reimburse the other party for an amount paid or payable to a third party includes GST on the amount paid or payable to the third party, except to the extent that the party being reimbursed is entitled to claim an input tax credit for that GST.

(e) Each party must issue an adjustment note to the other party as soon as it becomes aware of an adjustment event relating to a taxable supply by it under this SPL Underlease.

18. Miscellaneous

(a) This SPL Underlease may be executed by the parties in any number of counterparts and all counterparts taken together will constitute one instrument.

(b) Any term of this SPL Underlease which is not applicable to the SPL Underlease Area or which is repugnant to the general interpretation of this SPL Underlease or which is invalid unlawful void or unenforceable shall be capable of severance without affecting any of the other terms of this SPL Underlease.

(c) Without limiting clause 18(b), if any of the Headleases terminates (including expires) during the Term, then:

(i) that part of the SPL Underlease Area relating to that Headlease is excised from the SPL Underlease Area;

(ii) that excision has no effect on the remaining parts of the SPL Underlease Area;

(iii) the parties must do all things necessary, including varying this SPL Underlease and signing any other documents, to reflect that this SPL Underlease continues in respect of the remaining parts of the SPL Underlease Area.

(d) JCAC consents to Territory Housing completing or amending any Land Title Office panel form which may be required to register this SPL Underlease, or any amendment to this SPL Underlease contemplated in this SPL Underlease, from time to time. JCAC agrees to sign such documents as may be necessary to achieve this.

(e) This SPL Underlease shall not create any relationship between JCAC and Territory Housing other than the relationship of underlessor and underlessee.

Schedule 1 - SPL Underlease Particulars

1.	**Premises**	Headlease	Premises
		1. Crown Lease in Perpetuity 01103	1. Lot 2051 Town of Tennant Creek from plan S 86/060 (Kargaru)
		2. Crown Lease in Perpetuity 01114	2. Lot 2055 Town of Tennant Creek from plan S 86/102B (Marla Marla)
		3. Crown Lease in Perpetuity 01191	3. Lot 1273 Town of Tennant Creek from plan S 74/062A (Munji-Marla)
		4. Crown Lease in Perpetuity 01192	4. Lot 1004 Town of Tennant Creek from plan B 000314 (The Village)
		5. Crown Lease in Perpetuity 01122	5. Lot 2065 Town of Tennant Creek from plan S 88/37 (Tinkarli)
		6. Crown Lease in Perpetuity 01113	6. Lot 2057 Town of Tennant Creek from plan S 86/102A (Village Camp)
		7. Crown Lease in Perpetuity 01123	7. Lot 2066 Town of Tennant Creek from plan S 88/37 (Wuppa)
		8. Special Purpose Lease 0540	8. Lot 1271 Town of Tennant Creek from plan S 80/190 (Ngalpa Ngalpa)
		9. Crown Lease Term 01142	9. Lot 2125 Town of Tennant Creek from plan S96/271
		* The Headlease and Premises with corresponding numbers are the same parcel of land.	
2.	**Commencement Date**	The day on which the Minister provides his or her consent under clause 3.1(a) of this SPL Underlease.	
3.	**Term of Underlease**	10 years commencing on the Commencement Date	
4.	**Option Periods**	Nil	
5.	**Permitted Use**	For those areas on the plan marked A, community buildings and spaces. For those areas on the plan marked B, child care centres. For those areas on the plan marked C, ceremonial and traditional Aboriginal purposes.	

Signing page

EXECUTED as an agreement.

Signed by **Chief Executive Officer (Housing)** in the presence of

Signature of witness ←

Name of witness (print)

Signature of Chief Executive Officer (Housing) ←

Name of Chief Executive Officer (Housing) (print)

The Common Seal of **Julalikari Council Aboriginal Corporation** was affixed hereto this day of October 2008 in our presence pursuant to a resolution of the Council passed on the day of 2008:

Council Member ←

Name of Council Member

Council Member ←

Name of Council Member

Annexure A

Map of SPL Underlease Area

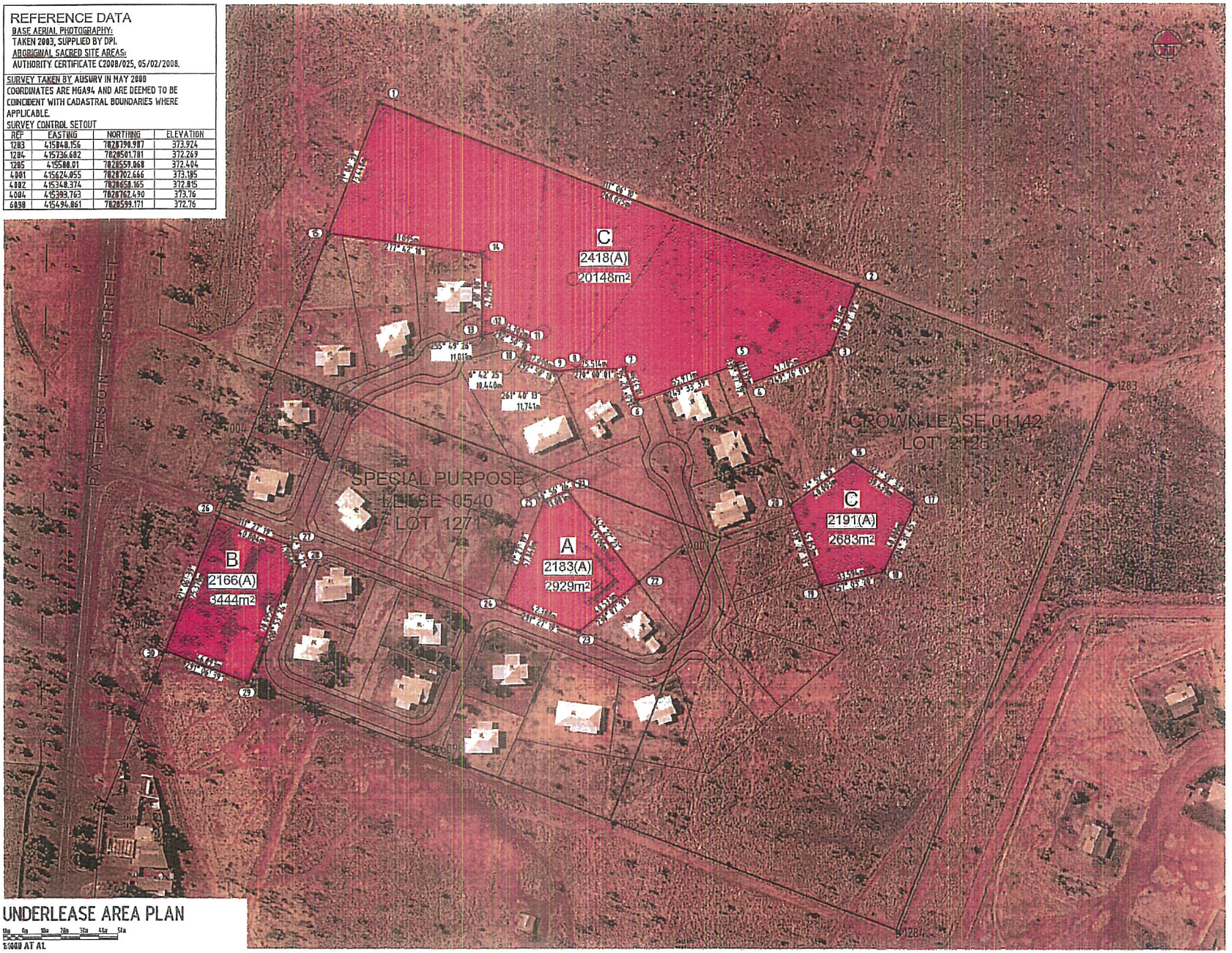
REFERENCE DATA

BASE AERIAL PHOTOGRAPHY:
TAKEN 2003, SUPPLIED BY DPI.
ABORIGINAL SACRED SITE AREAS:
AUTHORITY CERTIFICATE C2008/025, 05/02/2008.

SURVEY TAKEN BY AUSURV IN MAY 2008
COORDINATES ARE MGA94 AND ARE DEEMED TO BE COINCIDENT WITH CADASTRAL BOUNDARIES WHERE APPLICABLE.

SURVEY CONTROL SETOUT

REF	EASTING	NORTHING	ELEVATION
1283	415848.156	7828390.987	373.924
1284	415736.682	7828501.781	372.269
1285	415580.01	7828559.868	372.404
4001	415624.955	7828702.666	373.195
4002	415348.374	7828658.165	372.815
4004	415383.763	7828762.490	373.76
6038	415496.861	7828599.171	372.76



UNDERLEASE AREA PLAN

1:1000 AT A1

SETTING OUT TABLE

POINT	EASTING	NORTHING
1	415464.980	7828940.000
2	415714.950	7828043.500
3	415700.935	7828007.839
4	415656.270	7828791.081
5	415652.115	7828802.167
6	415599.663	7828782.679
7	415593.407	7828799.852
8	415567.893	7828799.852
9	415556.275	7828798.151
10	415540.525	7828804.784
11	415541.744	7828815.153
12	415529.485	7828829.316
13	415518.809	7828817.619
14	415518.809	7828860.618
15	415438.446	7828871.481
16	415712.791	7828758.654
17	415745.491	7828728.604
18	415728.884	7828692.214
19	415696.143	7828684.689
20	415680.054	7828727.619
21	415563.492	7828735.044
22	415600.856	7828686.593
23	415569.751	7828668.603
24	415530.300	7828676.108
25	415551.457	7828729.940
26	415380.372	7828721.863
27	415418.348	7828786.138
28	415421.219	7828699.638
29	415396.225	7828634.150
30	415353.226	7828650.751

No.	DESCRIPTION	DATE	INIT.
A	ISSUE FOR ADMINISTRATIVE APPPROVAL	04.12.2008	JTL/SGE

AMENDMENTS

OPUS QANTEC McWILLIAM
A.B.N. 78 009 342 008
Level 1, 60 Smith Street
Darwin NT 0800
GPO Box 4003 Darwin NT 0801
Telephone: (08) 8981 2300
Facsimile: (08) 8941 1081
E-Mail: darwin@qmcpl.com.au

territory housing

DRAWN	SGE/JTL	CHECKED	J.ANTOUN
DATE	OCT 2008	DATE	OCT 2008
DESIGNED		CHECKED	
DATE		DATE	
DESIGN PROJECT LEADER		PROJECT OFFICER	
DATE		DATE	

Northern Territory Government
Department of Planning and Infrastructure

TENNANT CREEK
NGALPA NGALPA (246)
INFRASTRUCTURE DESIGN PROJECT FOR TENNANT CREEK URBAN LIVING AREAS
SPECIAL PURPOSE LEASE 0540 LOT 1271 TOWN OF TENNANT CREEK (FROM PLAN S 90/190)
AND CROWN LEASE TERM 01142 LOT 2125 TOWN OF TENNANT CREEK (FROM PLAN S 96/271)

FILE No.	ASSET No.	SHEET No.	DRAWING No.	AMEND.	SHEET SIZE
-	-	- OF -	R08-2036	A	A1

Form 32

Section 65

Land Title Act
REGISTRAR-GENERAL'S DIRECTIONS

NORTHERN TERRITORY OF AUSTRALIA

U	**L**	**No:**
S	**L**	**No:**

Kara Masters
Executive Assistant

IMPORTANT NOTICE

Please Note Privacy Statement Overleaf

Commissioner of Taxes use only (NOTE 1)

SUBLEASE

The owner of the lease subleases to the tenant the estate and interest in the land described and the tenant accepts this sublease of the land for the term and at the rent stipulated and subject to the covenants and conditions contained below or on the back of this document and acknowledges the amount payable or other consideration for the lease. (NOTES 2 – 3)

ESTATE AND INTEREST

Lease being subleased: Each Lease listed in the right hand column of Item 1, Part A of Schedule 1
Number:

(NOTE 4)

Register	Volume	Folio	Location	Lot Description	Plan	Unit
CT	501	041	Town of Tennant Creek	2051	S86/060	
CT	312	089	Town of Tennant Creek	2055	S86/102B	
CT	639	012	Town of Tennant Creek	1273	S74/062A	
CT	639	014	Town of Tennant Creek	1004	B000314	
CT	371	160	Town of Tennant Creek	2065	S88/37	
CT	311	019	Town of Tennant Creek	2057	S86/102A	
CT	371	161	Town of Tennant Creek	2066	S88/37	
CT	629	846	Town of Tennant Creek	1271	S80/190	

(NOTE 5)

INTEREST BEING SUBLEASED: The whole of the land. (NOTE 6)

MARKET RENT UNDER THE SUB-LEASE: GST AMOUNT (NOTE 7)

OTHER CONSIDERATION (Include Nil or Nominal Rent): $1 GST AMOUNT $0.09

OWNER OF THE LEASE: Julalikari Housing Incorporated (NOTE 8)

TENANT: Chief Executive Officer (Housing), 1 Briggs Street, Darwin NT 0800 (NOTE 9)

TENANCY: Joint Tenants/Tenants in Common (Shareholding) (NOTE 10)

TERM OF SUBLEASE

Commencing:	Expiring:	Right of Renewal:
___/___2008	___/___2028	Yes

(NOTE 11)

Registered on ..... At .....

CONSENTS (NOTE 12)

The Common Seal of Julalikari Housing Incorporated was affixed hereto this 20th day of October 2008 in our presence pursuant to a resolution of the Council passed on the 20th day of October 2008

JULALIKARI HOUSING INCORPORATED COMMON SEAL NT 223

Geoffrey Shannon x Geoffrey Shannon
Council Member: (Full name)

x GINA MAREE SMITH
Council Member: (Full name)

SIGNED by Chief Executive Officer (Housing)
on (Date) 27 OCT 2008
In the presence of:
Kara Maclean
Qualified Witness:
Kara Maclean
Executive Assistant

(NOTE 13)

CONSENT OF INTEREST HOLDERS

Instrument type: .....

Instrument No: .....

Name of Parties: .....

.....

I the registered proprietor of the interest shown above consent to the registration of this instrument.

Signed: .....

(Date): .....
In the presence of:

.....

Name of Qualified Witness: .....

Address or Telephone No.: .....

Instrument type: .....

Instrument No: .....

Name of Parties: .....

.....

I the registered proprietor of the interest shown above consent to the registration of this instrument.

Signed: .....

(Date): .....
In the presence of:

.....

Name of Qualified Witness: .....

Address or Telephone No.: .....

COVENANTS

It is hereby covenanted by and between the owner of lease and the tenant as follows;

☐ To comply with the provisions contained in Memorandum of Common Provisions recorded in the Register as LTO No.
☑ The conditions and covenants implied by Sections 117 & 119 *Law of Property Act* shall not apply. (delete one)
☑ To comply with the provisions annexed to this lease.

PRIVACY STATEMENT – LAND REGISTER FORMS

The Registrar-General's Office is authorised by the *Land Title Act* to collect the information on this form for the establishment and maintenance of the Land Register, which is made available for search by any person, anywhere, including through the Internet, upon payment of a fee. The information is regularly provided to other NT Government agencies, the Australian Valuation Office, local governments, the Australian Bureau of Statistics, the Australian Taxation Office or other Commonwealth Agencies as required or authorised by law, and some private sector organisations for conveyancing, local government, valuation, statistical, administrative and other purposes. The Department of Planning and Infrastructure also uses the information to prepare and sell or licence property sales reports to commercial organisations concerned with the development, sale or marketing of property.

Failure to provide the information in full or in part may prevent your application or transaction being completed.

Your personal information provided on this form can be subsequently accessed by you on request. If you have any queries please contact the Deputy Registrar-General on 8999 5318.

Sublease

Tennant Creek Community Living Areas

Chief Executive Officer (Housing) (**Territory Housing**)

Julalikari Housing Incorporated (**JHI**)

MinterEllison

LAWYERS

LEVEL 4, 66 SMITH STREET, DARWIN NT 0800
TEL: +61 8 8901 5900 FAX: +61 8 8901 5901
www.minterellison.com

Sublease

Details	**4**
1. Defined terms & interpretation	**5**
2. Grant of Sublease	**6**
3. Consent	**6**
4. Assignment	**7**
5. Options	**7**
6. Rates, charges and taxes	**7**
7. Utility charges	**8**
8. Compliance with Headleases	**8**
9. Maintenance and transfer of ownership of Improvements	**8**
10. Services	**8**
11. Construction of Infrastructure and Services	**9**
12. Residential housing purchases	**9**
13. Use of Premises	**9**
14. Quiet enjoyment	**9**
15. Termination	**9**
16. Change of Definition of 'Premises'	**10**
17. Underlease	**11**
18. Dispute resolution	**11**
19. Holding over	**11**
20. Costs of Sublease	**11**
21. Notices and other communications	**12**

22. Goods and Services Tax 12

23. Miscellaneous 13

Schedule 1 - Sublease Particulars 14

Signing page 17

Annexure A: Underlease

Details

Date

2008

Parties

Name	**Chief Executive Officer (Housing)**
Short form name	**Territory Housing**
Notice details	1 Briggs Street, Darwin NT 0800 Facsimile: 08 8999 98488 Attention: General Manager

Name	**Julalikari Housing Incorporated**
Short form name	**JHI**
Notice details	PO Box 158, Tennant Creek , NT 0861 Facsimile: 08 8962 3236 Attention: General Manager

Background

A Pursuant to the Headleases referred to in Part A of Item 1, the NTA granted leases of the Premises to JHI.

B Pursuant to a separate headlease referred to in Part B of Item 1, the NTA granted a lease of certain other land to JCAC.

C JHI wishes to grant a sublease of the Premises to Territory Housing, and Territory Housing wishes to accept the grant of a sublease of the Premises, on the terms of this Sublease.

D Territory Housing wishes to grant a lease of the Underlease Areas to JCAC, and JCAC wishes to accept the grant of a lease of the Underlease Areas, on the terms of the Underlease.

E JHI consents to Territory Housing granting to JCAC an underlease of the Underlease Areas.

F The consent of the Minister administering the *Crown Lands Act* is required pursuant to section 47 of the *Crown Lands Act* in order for JHI to grant to Territory Housing this Sublease.

G The consent of the Minister administering the *Special Purpose Leases Act* is required pursuant to section 6 of the *Special Purpose Leases Act* in order for JHI to grant to Territory Housing this Sublease.

H The consent of the Minister administering the *Associations Act* is required pursuant to section 110 of the *Association Act* in order for JHI to transfer its ownership of the Prescribed Property to Territory Housing.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this Sublease:

Aboriginal has the meaning given in the Act;

Act means the *Aboriginal Land Rights (Northern Territory) Act 1976 (Cth)*;

Authority Certificate has the meaning given to it in the *Northern Territory Aboriginal Sacred Sites Act;*

Business Day means a day that is not a Saturday, Sunday or public holiday in the Northern Territory;

Business Hours means from 9.00am to 5.00pm on a Business Day;

Commencement Date means the date specified in Item 2;

Controlled means the same as in the *Corporations Act 2001 (Cth);*

First Option Period means the period specified in Item 4;

Headlease means each of the leases set out in the middle column of Part A Item 1;

Improvement includes buildings, structures, fixtures, fittings, plant, equipment and material or articles which are erected on or attached to the Premises (including without limitation houses, fences, streetlights, power poles) but does not include Services;

Initial Term means the period specified in Item 3;

JCAC means Julalikari Council Aboriginal Corporation ABN 52 109 391 552 incorporated under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cth)*;

Northern Territory Entity means the Northern Territory of Australia, a statutory authority or government owned corporation of, or entity controlled by, the Northern Territory of Australia, or a body corporate established under an Act of the Northern Territory of Australia;

NTA means the Northern Territory of Australia;

Permitted Use means the uses specified in Item 5;

Premises means, subject to clause 16, the premises described in the right-hand column of Part A of Item 1 and includes the Improvements and Services in and on the Premises;

Remote Public Housing Management Framework means the document prepared by Territory Housing called 'Remote Public Housing Management Framework' as amended or replaced from time to time.

Rent means $1.00 if demanded;

Residential Tenancy Agreement has the meaning given to a 'tenancy agreement' in the *Residential Tenancies Act* (NT), and which relates to all parts of the Premises, excluding all parts of the Underlease Areas and for the avoidance of doubt, include such tenancy agreements that are prescribed by section 19(4) of the *Residential Tenancies Act* (NT),

Sacred Sites has the meaning given in the *Northern Territory Aboriginal Sacred Sites Act;*

Second Option Period means the period specified in Item 4;

Services includes:

(a) all utilities and services on or connected to the Premises including water, gas, electricity, lighting, sanitation, drainage, stormwater, computer services, communication and telecommunication systems, oil and any other source or type of energy and fuel and includes all wires, cables, pipes ducts and conduits, tanks, electrical and mechanical plant and all other ancillary or associated parts and accessories; and

(b) all roads and footpaths on the Premises;

Term means the Initial Term, the First Option Period and the Second Option Period, unless this Sublease is earlier terminated;

Underleases means the two leases granted by Territory Housing to JCAC under clause 176 of the sublease, as attached at Annexure A; and

Underlease Areas means the areas which are underleased to JCAC in the Underleases.

1.2 Interpretation

In this Sublease, unless a contrary intention appears:

(a) a reference to an Item is a reference to an Item in Schedule 1;

(b) a reference to a Schedule is a reference to a Schedule to this Sublease;

(c) words in the singular include the plural and vice versa;

(d) words importing one gender include each of the other genders; and

(e) a reference to a party includes its successors in title.

2. Grant of Sublease

In consideration of the Rent and Territory Housing's covenants, JHI subleases to Territory Housing the Premises for the Permitted Use for the Term.

3. Consent

(a) This Sublease is conditional upon the Minister administering:

(i) the *Crown Lands Act* providing his or her consent pursuant to section 47 of the *Crown Lands Act*;

(ii) the *Special Purposes Leases Act* providing his or her consent pursuant to section 6 of the *Special Purposes Leases Act*; and

(iii) the *Associations Act* providing his or her consent pursuant to section 110 of the *Associations Act*.

(b) The parties agree that:

(i) each party must use its reasonable endeavours to obtain the consents required under clause 3(a); and

(ii) if those consents are not obtained by 31 December 2008, either party may terminate this Sublease by giving written notice to the other party.

4. Assignment

(a) For the purpose of clause 4(b), the Premises includes the premises that is described in the right-hand column of Part B of Item 1.

(b) JHI assigns to Territory Housing of all of its right title and interest in each Residential Tenancy Agreement that is in existence at the commencement of this Sublease, including JHI's rights and powers under each Residential Tenancy Agreement.

(c) JHI agrees to:

(i) provide notice of the assignment referred to in clause 4(b) to every tenant with an existing Residential Tenancy Agreement;

(ii) ensure that the notice requirement under clause 4(c)(i) is provided in accordance with section 182 of the *Law of Property Act*; and

(iii) use its best endeavours to assist Territory Housing to ensure that all existing Residential Tenancy Agreements are replaced by a tenancy agreement that it is consistent with the Remote Public Housing Management Framework.

(d) JHI consents to Territory Housing:

(i) transferring, subletting or assigning this Sublease to a Northern Territory Entity;

(ii) tenanting, subletting or underleasing the Premises or part of the Premises in accordance with the Permitted Use; and

(iii) granting easements, licences, subleases, transfers or rights of access in relation to the Premises as and in the manner requested by Territory Housing from time to time.

(e) Nothing in clause 4(d) shall be taken to mean that JHI provides its consent to Territory Housing in respect of granting licences, subleases, transfers and rights of access in relation to the Premises beyond the Term without the consent of JHI.

5. Options

(a) At the expiry of the Initial Term or the First Option Period (as the case may be), this Sublease will automatically be renewed for the First Option Period or the Second Option Period (as the case may be) unless Territory Housing has, at least three months prior to the expiry of the Initial Term or the First Option Period (as the case may be), given notice to JHI that this Sublease will not be renewed from that date.

(b) During the First Option Period and the Second Option Period, the terms of this Sublease shall remain the same as during the Initial Term.

(c) For the sake of certainty it is acknowledged that Territory Housing does not have any legal right to an extension of this Sublease beyond the expiry of the Second Option Period, however if requested by Territory Housing, JHI agrees to negotiate in good faith to extend this Sublease after that date.

6. Rates, charges and taxes

(a) Territory Housing must pay all rates, charges and taxes in respect of the Premises and any building located upon the Premises.

(b) JHI must promptly forward any notices in respect of rates, charges or taxes in relation to the Premises to Territory Housing.

(c) Nothing in clause 6(a) prevents Territory Housing from recovering rates, charges and taxes from any underlessee or licensee, including JCAC pursuant to the Underlease.

7. Utility charges

(a) Territory Housing must pay for all electricity, water and gas consumed or used by Territory Housing on the Premises.

(b) Nothing in clause 7(a) prevents Territory Housing from passing liability for the consumption of electricity, water or gas to an underlessee or licensee, including JCAC pursuant to the Underlease.

8. Compliance with Headleases

All of JHI's covenants and obligations contained in each Headlease are incorporated and deemed to be incorporated mutatis mutandis into this Sublease as if they were specifically set out in this Sublease, and Territory Housing agrees with JHI in relation to the Premises in and on the same terms conditions and covenants as JHI as lessee has covenanted and agreed with the NTA as lessor.

9. Maintenance and transfer of ownership of Improvements

(a) The parties acknowledge and agree that:

(i) ownership of all Improvements existing on the Premises at the Commencement Date will be transferred to Territory Housing;

(ii) all Improvements constructed on the Premises during the Term are the property of Territory Housing;

(iii) Territory Housing is responsible for repairs and maintenance of Improvements on the Premises during the Term;

(iv) Territory Housing must maintain public housing on the Premises in accordance with the Remote Public Housing Management Framework; and

(v) upon expiration of the Term Territory Housing's interest in the Improvements will be transferred to JHI (and for the sake of certainty this includes Improvements transferred to Territory Housing under clause 9(a)(i), and all Improvements constructed under clause 9(a)(ii)).

(b) JHI warrants that it has not entered into any agreement with a tenant of any dwelling on the Premises which confer on the tenant a right to purchase the dwelling.

10. Services

(a) The parties acknowledge that the Services may be owned by one or more of JHI, Territory Housing, Power and Water Corporation, the Northern Territory of Australia, the Commonwealth of Australia, or other third parties.

(b) JHI agrees it will use its best endeavours to assist Territory Housing to negotiate and secure an agreement with such persons relating to the Services, as each party considers appropriate.

11. Construction of Infrastructure and Services

(a) JHI acknowledges that Territory Housing may construct, demolish, upgrade, extend, refurbish, landscape or do any other act or thing in relation to all Improvements and Services on the Premises, and in relation to the Premises generally.

(b) Prior to carrying out any construction work outside the existing footprint of a house or other structure on the Premises, Territory Housing must:

(i) obtain from the Aboriginal Areas Protection Authority an Authority Certificate in relation to any Sacred Sites on that part of the Premises, including, if there are any Sacred Sites, specific advice as to the footprint of any Sacred Site which must remain undisturbed by any such construction work; and

(ii) inform all of its employees, invitees, agents, contractors, sub-contractors, operators and other persons acting directly or indirectly with the authority of Territory Housing and engaged in any work on the Premises, of the existence of any of Sacred Sites and of the obligation to avoid and prevent any harm or disturbance to them.

12. Residential housing purchases

(a) Territory Housing and JHI will develop guidelines to enable local Aboriginals to acquire a long-term secure tenure in respect of individual houses and related land area (**Home Ownership Area**) located on the Premises.

(b) It is intended that:

(i) the Home Ownership Area will be excised from this Sublease and a new sublease (Long Term Sublease) of the Home Ownership Area be granted directly by JHI to that local Aboriginal; and

(ii) this Sublease will not apply to that Home Ownership Area following the excision.

13. Use of Premises

Territory Housing must:

(a) not use the Premises for any purpose other than the Permitted Use without the written consent of JHI; and

(b) provide public housing on the Premises.

14. Quiet enjoyment

JHI covenants with Territory Housing that Territory Housing may peaceably hold and enjoy the Premises during the Term without any interruption or disturbance from JHI or any person lawfully claiming through or under JHI.

15. Termination

(a) JHI:

(i) acknowledges and agrees that, with the exception of a breach set out in clause 15(b), damages is an adequate remedy for any breach of this Sublease by Territory Housing;

(ii) waives any rights it may have whether under this Sublease, at law, in equity or otherwise, to terminate this Sublease due to a breach of this Sublease by Territory Housing; and

(iii) to the extent that the waiver in clause 15(a)(ii) is not binding, covenants with Territory Housing that, with the exception of a breach set out in clause 15(b), it will not exercise any rights to terminate this Sublease due to a breach of this Sublease by Territory Housing.

(b) The parties agree that:

(i) the obligations on Territory Housing in clause 13 are fundamental terms of this Sublease; and

(ii) clauses 15(a)(ii) and 15(a)(iii) do not apply to a breach by Territory Housing of clause 13.

(c) JHI may not commence any action or do any act to terminate this Sublease for a breach of clause 13 unless:

(i) it provides to Territory Housing written notice detailing the alleged breach; and

(ii) Territory Housing does not remedy the breach within six months of receipt of that notice.

(d) If Crown Lease Term 01142 and Special Purpose Lease 0540 are consolidated to create a new Crown Lease in Perpetuity, the parties must do all things necessary to ensure that the rights granted to Territory Housing under this Sublease continue under the new Crown Lease in Perpetuity.

16. Change of Definition of 'Premises'

(a) If the Special Purpose Lease referred to in Paragraph 8 of Item 1 **(SPL 0540)** terminates after execution of this Sublease but prior to the consents required under clause 3(a) being obtained, then:

(i) Item 1 is amended by deleting the reference to SPL 0540;

(ii) if a Crown Lease in Perpetuity is granted to JHI in respect of the land formerly the subject of SPL 0540, the definition of 'Premises' is amended by inserting that new Crown Lease in Perpetuity into Item 1; and

(iii) if SPL 0540 and Crown Lease Term 01142 **(CLT 01142)** are both terminated, and a single Crown Lease in Perpetuity is granted to JHI in respect of the land formerly the subject of SPL 0540 and CLT 01142, the definition of 'Premises' is amended by inserting that new Crown Lease in Perpetuity into Item 1.

(b) Without limiting clause 23(b), if any of the Headleases, or the headlease set out in the middle column of Part B Item 1, terminates during the Term, then:

(i) Item 1 is amended by deleting the reference to that Headlease;

(ii) that part of the Premises relating to that Headlease is excised from the Premises;

(iii) that excision has no effect on the remaining parts of the Premises;

(iv) the parties must do all things necessary, including varying this Sublease and signing any other documents, to reflect that this Sublease continues in respect of the remaining parts of the Premises; and

(v) if a new Crown Lease in Perpetuity is granted to JHI in respect of the land formerly the subject of that Headlease, the definition of 'Premises' is amended by inserting that new Crown Lease in Perpetuity into Item 1.

17. Underlease

(a) This Sublease is conditional upon Territory Housing and JCAC executing the Underleases as required under clause 16(b) of the sublease between Territory Housing and JCAC.

(b) JHI consents to Territory Housing granting to JCAC an underlease of the Underlease Areas.

18. Dispute resolution

(a) The parties agree that a dispute arising under this Sublease will be dealt with as follows:

(i) the party claiming that there is a dispute will give the other party a notice setting out the nature of the dispute;

(ii) within 7 Business Days after receipt of that notice each party will seek to negotiate a resolution, with the representatives of each party being the people with day-to-day responsibility of the relevant issue;

(iii) failing settlement within 14 Business Days, CEO of Territory Housing and the General Manager of JHI will try to settle the dispute by direct negotiation between them;

(iv) failing settlement within a further 14 Business Days, the parties may agree to refer the dispute to mediation;

(v) the parties will cooperate fully with any process instigated under this clause in order to achieve a speedy resolution; and

(vi) if a resolution is not reached through mediation within a further 28 Business Days, either party may commence legal proceedings or exercise any other rights it may have under or in respect of this Sublease.

(b) Each party will bear its own costs of complying with this clause 18, and the parties must bear equally the cost of any third person engaged under clause 18(a)(iv).

(c) This clause 18 does not apply to legal proceedings by either party seeking urgent interlocutory relief.

19. Holding over

Where Territory Housing continues in occupation of the Premises after the expiration of the Term without any demand for possession having been made by JHI, Territory Housing is deemed to be holding the Premises under a yearly tenancy determinable at any time upon six month's notice (which notice may expire at any time) being given by either party to the other, at the same Rent and upon and subject to the same terms as are contained in this Sublease so far as they can be applied to a yearly tenancy.

20. Costs of Sublease

(a) Each party must each bear their own costs of and incidental to the negotiation, settlement, preparation and execution of this Sublease.

(b) Territory Housing will pay any costs associated with stamp duty, registration, planning approval and all other necessary consents and survey in respect of or in connection with this Sublease.

21. Notices and other communications

21.1 Service of notices

A notice, demand, consent, approval or communication under this agreement (**Notice**) must be:

(a) in writing, in English and signed by a person duly authorised by the sender; and

(b) hand delivered or sent by prepaid post or facsimile to the recipient's address for Notices specified in the Details, as varied by any Notice given by the recipient to the sender.

21.2 Effective on receipt

A Notice given in accordance with clause 21.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

(a) if hand delivered, on delivery;

(b) if sent by prepaid post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia);

(c) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the entire Notice unless, within eight Business Hours after the transmission, the recipient informs the sender that it has not received the entire Notice,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

22. Goods and Services Tax

(a) For the purposes of this clause:

(i) GST Act means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and

(ii) adjustment event, adjustment note, GST, input tax credit and taxable supply have the meanings given to those terms in the GST Act.

(b) Unless otherwise stated, all amounts payable by one party to the other party under this Sublease are exclusive of GST.

(c) A recipient of a taxable supply made under this Sublease must pay to the supplier an amount equivalent to any GST paid or payable by the supplier in respect of the taxable supply, subject to the supplier issuing a valid tax invoice in accordance with the GST Act to the recipient.

(d) A party's obligation to reimburse the other party for an amount paid or payable to a third party includes GST on the amount paid or payable to the third party, except to the extent that the party being reimbursed is entitled to claim an input tax credit for that GST.

(e) Each party must issue an adjustment note to the other party as soon as it becomes aware of an adjustment event relating to a taxable supply by it under this Sublease.

23. Miscellaneous

(a) This Sublease may be executed by the parties in any number of counterparts and all counterparts taken together will constitute one instrument.

(b) Any term of this Sublease which is not applicable to the Premises or which is repugnant to the general interpretation of this Sublease or which is invalid unlawful void or unenforceable shall be capable of severance without affecting any of the other terms of this Sublease.

(c) If this Sublease is unable to be registered for any reason, if necessary, the parties must do all things including signing new documents, subleases and underleases to enable a sublease to be registered over the Premises. This includes, if necessary, splitting the various areas contained in this Sublease into separate subleases and underleases.

(d) JHI consents to Territory Housing completing or amending any Land Title Office panel form which may be required to register this Sublease, or any amendment to this Sublease contemplated in this Sublease, from time to time. JHI agrees to sign such documents as may be necessary to achieve this.

(e) This Sublease shall not create any relationship between JHI and Territory Housing other than the relationship of sublessor and sublessee.

Schedule 1 - Sublease Particulars

1.	**Premises**	Headlease	Premises
		Part A	
		1. Crown Lease in Perpetuity 01103	1. Lot 2051 Town of Tennant Creek from plan S 86/060 (Kargaru)
		2. Crown Lease in Perpetuity 01114	2. Lot 2055 Town of Tennant Creek from plan S 86/102B (Marla Marla)
		3. Crown Lease in Perpetuity 01191	3. Lot 1273 Town of Tennant Creek from plan S 74/062A (Munji-Marla)
		4. Crown Lease in Perpetuity 01192	4. Lot 1004 Town of Tennant Creek from plan B 000314 (The Village)
		5. Crown Lease in Perpetuity 01122	5. Lot 2065 Town of Tennant Creek from plan S 88/37 (Tinkarli)
		6. Crown Lease in Perpetuity 01113	6. Lot 2057 Town of Tennant Creek from plan S 86/102A (Village Camp)
		7. Crown Lease in Perpetuity 01123	7. Lot 2066 Town of Tennant Creek from plan S 88/37 (Wuppa)
		8. Special Purpose Lease 0540	8. Lot 1271 Town of Tennant Creek from plan S 80/190 (Ngalpa Ngalpa)
		* The Headlease and Premises with corresponding numbers are the same parcel of land.	
		Part B	
		9. Crown Lease Term 01142	9. Lot 2125 Town of Tennant Creek from plan S96/271
2.	**Commencement Date**	The day on which both Ministers provide their consent under clause 3 (a)(i) and (ii) of this Sublease.	
3.	**Term of Sublease**	20 years commencing on the Commencement Date	
4.	**Option Periods**	First Option Period is 20 years Second Option Period is 20 years.	

5.	**Permitted Use**	Territory Housing must only use, and permit the use of, the Premises for any use consistent with the purpose of the Headlease.

Signing page

EXECUTED as an agreement.

Signed by **Chief Executive Officer (Housing)** in the presence of

Kara Maclean.

Signature of witness

Kara Maclean
Executive Assistant

Name of witness (print)

Signature of Chief Executive Officer (Housing)

D.J. Ritchie
Chief Executive

Name of Chief Executive Officer (Housing) (print)

The Common Seal of **Julalikari Housing Incorporated** was affixed hereto this 20 day of October 2008 in our presence pursuant to a resolution of the Council passed on the 20 day of ~~20th~~ October 2008

JULALIKARI HOUSING INCORPORATED
COMMON SEAL

Geoffrey Shannon

Council Member Geoffrey Shannon

Name of Council Member

Council Member

GINA MAREE SMITH

Name of Council Member

Annexure A

Underlease

Form 32

Section 65

Land Title Act
REGISTRAR-GENERAL'S DIRECTIONS

NORTHERN TERRITORY OF AUSTRALIA

U	**L**	**No:**
S	**L**	**No:**

IMPORTANT NOTICE

Please Note Privacy Statement Overleaf

Commissioner of Taxes use only (NOTE 1)

SUBLEASE

The owner of the lease subleases to the tenant the estate and interest in the land described and the tenant accepts this sublease of the land for the term and at the rent stipulated and subject to the covenants and conditions contained below or on the back of this document and acknowledges the amount payable or other consideration for the lease. (NOTES 2 – 3)

ESTATE AND INTEREST

Lease being subleased: Number: Each Lease listed in the right hand column of Item 1 of Schedule 1, except Special Purpose Lease 0540, Lot 1271 Town of Tenant Creek from plan S80/190, Crown Lease in Perpetuity Term 1114, Lot 1273 Town of Tennant Creek from Plan S74/062A and Crown Lease in Perpetuity Term 1192, Lot 1004 Town of Tennant Creek from Plan B000314.. (NOTE 4)

Register	Volume	Folio	Location	Lot Description	Plan	Unit
CT	501	041	Town of Tennant Creek	2051	S86/060	
CT	312	089	Town of Tennant Creek	2055	S86/102B	
CT	371	160	Town of Tennant Creek	2065	S88/37	
CT	371	161	Town of Tennant Creek	2066	S88/37	
CT	728	827	Town of Tennant Creek	2125	S96/271	
CT	311	019	Town of Tennant Creek	2057	S 86/102A	

(NOTE 5)

INTEREST BEING SUBLEASED: Part of the Lots being Administrative Lot Numbers: 2267(A), 2275(A), 2283(A), 2303 (A), 2630 (A), 2414 (A), 2417 (A), 2249(A), 2209 (A), 2418(A), 2191 (A) and 2227(A) as shaded in red on the plan attached at Annexure A. (NOTE 6)

MARKET RENT UNDER THE SUB-LEASE		GST AMOUNT	(NOTE 7)
OTHER CONSIDERATION (Include Nil or Nominal Rent)	$1	GST AMOUNT $0.09	

OWNER OF THE LEASE: Chief Executive Officer (Housing) (NOTE 8)

TENANT: Julalikari Council Aboriginal Corporation, PO Box 158, Tennant Creek NT 0861 (NOTE 9)

TENANCY: Joint Tenants/Tenants in Common (Shareholding) (NOTE 10)

TERM OF SUBLEASE

Commencing:	Expiring:	Right of Renewal:
___/___/2008	___/___/2018	No

(NOTE 11)

Registered on ..... At .....

CONSENTS

(NOTE 12)

The Common Seal of Julalikari Council Aboriginal Corporation was affixed hereto this day of October 2008 in our presence pursuant to a resolution of the Council passed on the day of 2008

.....
Council Member: (Full name)

.....
Council Member: (Full name)

.....
SIGNED by Chief Executive Officer (Housing)

on (Date) .....

In the presence of:

.....
Qualified Witness:

.....

.....

(NOTE 13)

CONSENT OF INTEREST HOLDERS

Instrument type: .....

Instrument No: .....

Name of Parties: .....

.....
I the registered proprietor of the interest shown above consent to the registration of this instrument.

Signed: .....

(Date): .....
In the presence of:

.....

Name of Qualified Witness: .....

Address or Telephone No.: .....

Instrument type: .....

Instrument No: .....

Name of Parties: .....

.....
I the registered proprietor of the interest shown above consent to the registration of this instrument.

Signed: .....

(Date): .....
In the presence of:

.....

Name of Qualified Witness: .....

Address or Telephone No.: .....

COVENANTS

It is hereby covenanted by and between the owner of lease and the tenant as follows;

☐ To comply with the provisions contained in Memorandum of Common Provisions recorded in the Register as LTO No.

☑ The conditions and covenants implied by Sections 117 & 119 *Law of Property Act* shall not apply. (delete one)

☑ To comply with the provisions annexed to this lease.

PRIVACY STATEMENT – LAND REGISTER FORMS

The Registrar-General's Office is authorised by the *Land Title Act* to collect the information on this form for the establishment and maintenance of the Land Register, which is made available for search by any person, anywhere, including through the Internet, upon payment of a fee. The information is regularly provided to other NT Government agencies, the Australian Valuation Office, local governments, the Australian Bureau of Statistics, the Australian Taxation Office or other Commonwealth Agencies as required or authorised by law, and some private sector organisations for conveyancing, local government, valuation, statistical, administrative and other purposes. The Department of Planning and Infrastructure also uses the information to prepare and sell or licence property sales reports to commercial organisations concerned with the development, sale or marketing of property.

Failure to provide the information in full or in part may prevent your application or transaction being completed.

Your personal information provided on this form can be subsequently accessed by you on request. If you have any queries please contact the Deputy Registrar-General on 8999 5318.

CL Underlease

Tennant Creek Community Living Areas

Chief Executive Officer (Housing) (**Territory Housing**)

Julalikari Council Aboriginal Corporation (**JCAC**)

MinterEllison

LAWYERS

LEVEL 4, 66 SMITH STREET, DARWIN NT 0800
TEL: +61 8 8901 5900 FAX: +61 8 8901 5901
www.minterellison.com

Underlease

Details		3
1.	Defined terms & interpretation	4
2.	Grant of Underlease	5
3.	Conditions	5
4.	Renewal	5
5.	Rates, charges and taxes	6
6.	Utility charges	6
7.	Compliance with Headleases	6
8.	Repairs and maintenance	6
9.	Use of CL Underlease Area	7
10.	Quiet enjoyment	7
11.	Breach	7
12.	Termination	7
13.	Change of Definition of 'Premises' and 'CL Underlease Areas'	8
14.	Dispute resolution	8
15.	Holding over	9
16.	Costs of CL Underlease	9
17.	Notices and other communications	9
18.	Goods and Services Tax	10
19.	Miscellaneous	10
Schedule 1 - CL Underlease Particulars		11
Signing page		12
Annexure A: Map of Underlease Areas		

Details

Date

2008

Parties

Name	**Chief Executive Officer (Housing)**
Short form name	**Territory Housing**
Notice details	1 Briggs Street, Darwin NT 0800 Facsimile: 08 8999 98488 Attention: General Manager

Name	**Julalikari Council Aboriginal Corporation**
Short form name	**JCAC**
Notice details	PO Box 158, Tennant Creek , NT 0861 Facsimile: 08 8962 3236 Attention: General Manager

Background

A Pursuant to the Headleases, the NTA granted leases of the part of the Premises to JHI, and part of the Premises to JCAC.

B JHI and JCAC each has granted, or will grant, a sublease of those parts of the Premises in relation to which they are lessee, to Territory Housing.

C Territory Housing wishes to grant an underlease of the CL Underlease Area to JCAC, and JCAC wishes to accept the grant of an underlease of the CL Underlease Area, on the terms of this CL Underlease.

D JHI consents, under clause 17 of its Sublease with Territory Housing, to Territory Housing granting to JCAC an underlease of those parts of the Premises in relation to which JHI is the lessee.

E Territory Housing also wishes to grant an underlease of the SPL Underlease Area to JCAC, and the parties have entered into, or will enter into, a separate underlease (**SPL Underlease**) in relation to the SPL Underlease Area.

F The consent of the Minister administering the *Crown Lands Act* is required pursuant to section 47 of the *Crown Lands Act* in order for Territory Housing to grant to JCAC this CL Underlease.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this Underlease:

Aboriginal has the meaning given in the Act;

Act means the *Aboriginal Land Rights (Northern Territory) Act 1976 (Cth)*;

Business Day means a day that is not a Saturday, Sunday or public holiday in the Northern Territory;

Business Hours means from 9.00am to 5.00pm on a Business Day;

CL Underlease means this underlease;

CL Underlease Area means, subject to clause 13, the areas shaded in red in the plans in Annexure A and labelled with the following Administrative Lot Numbers: 2418(A), 2191(A), 2303(A), 2267(A), 2275(A), 2283(A), 2209(A) 2417(A), 2414(A), 2630 (A), 2249(A) and 2227(A), and includes the Improvements and Services on the CL Underlease Area;

Commencement Date means the date specified in Item 2;

Headlease means each of the leases set out in the middle column of Item 1;

Improvement includes buildings, structures, fixtures, fittings, plant, equipment and material or articles which are erected on or attached to the CL Underlease Area (including without limitation houses, fences, streetlights, power poles) but does not include Services;

Initial Term means the period specified in Item 3;

JCAC means Julalikari Council Aboriginal Corporation ABN 52 109 391 552 incorporated under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cth)*;

NTA means the Northern Territory of Australia;

Option Period means that period specified in Item 4;

Permitted Use means the uses specified in Item 5;

Premises means the premises described in the right-hand column of Item 1 and includes the Improvements and Services on the Premises;

Rent means $1.00 if demanded;

Services includes:

(a) all utilities and services on or connected to the Premises including water, gas, electricity, lighting, sanitation, drainage, stormwater, computer services, communication and telecommunication systems, oil and any other source or type of energy and fuel and includes all wires, cables, pipes ducts and conduits, tanks, electrical and mechanical plant and all other ancillary or associated parts and accessories; and

(b) all roads and footpaths on the Premises;

SPL Underlease means the underlease referred to in Recital E;

Sublease means the sublease granted to by JHI to Territory Housing, and the sublease granted by JCAC to Territory Housing; and

Term means the Initial Term, the First Option Period and the Second Option Period, unless this Underlease is terminated earlier.

1.2 Interpretation

In this Underlease, unless a contrary intention appears:

(a) a reference to an Item is a reference to an Item in Schedule 1;

(b) a reference to a Schedule is a reference to a Schedule to this Underlease;

(c) words in the singular include the plural and vice versa;

(d) words importing one gender include each of the other genders; and

(e) a reference to a party includes its successors in title.

2. Grant of Underlease

In consideration of the Rent and JCAC's covenants, Territory Housing underleases to JCAC the CL Underlease Area for the Permitted Use for the Term.

3. Conditions

3.1 Pre-conditions

(a) This CL Underlease is conditional upon:

(i) JHI, JCAC and Territory Housing entering into the Subleases;

(ii) JCAC and Territory Housing entering into the SPL Underlease;

(iii) the Minister administering the *Crown Lands Act* providing his or her consent pursuant to section 47 of the *Crown Lands Act* in relation to the Subleases and this CL Underlease; and

(iv) the Minister administering the *Special Purpose Lease Act* providing his or her consent pursuant to section 6 of the *Special Purposes Leases Act* in relation to the Subleases and the SPL Underlease,

and the parties must execute this CL Underlease at the same time as the Subleases and the SPL Underlease are executed.

(b) The parties agree that:

(i) each party must use its reasonable endeavours to obtain the consents required under clause 3.1(a); and

(ii) if those consents are not obtained by 31 December 2008, either party may terminate this Sublease by giving written notice to the other party.

3.2 No assignment

JCAC must not assign or transfer, sublet, part with or share the possession of, grant any licence affecting, mortgage, encumber, charge or otherwise deal with or dispose of this CL Underlease or the CL Underlease Area.

4. Renewal

(a) Following execution of this CL Underlease, either party may cause to be lodged a plan of survey in respect of the CL Underlease Area, in accordance with section 49 of the *Licensed Surveyors Act*.

(b) Territory Housing is responsible for the cost of preparing and lodging the plan of survey.

(c) Conditional upon the plan of subdivision being approved by the Surveyor-General, either party may, by written notice to the other party at any time prior to six months before the end of the Initial Term, renew this CL Underlease for the Option Period.

(d) During the Option Period, the terms of this Underlease shall remain the same as during the Initial Term, except that this clause will be deleted.

(e) If anything in this clause 4 causes a party to breach section 61 of the *Planning Act*, then:

(i) this clause 4 (with the exception of the remainder of this clause 4(e)) is severed from this CL Underlease;

(ii) neither party will have an option to renew this CL Underlease; and

(iii) each party must, at the request of the other party, negotiate in good faith whether to renew this CL Underlease.

5. Rates, charges and taxes

JCAC must pay all rates, charges and taxes in respect of the CL Underlease Area and any building located upon the CL Underlease Area.

6. Utility charges

JCAC must pay for all electricity, water and gas consumed or used on the CL Underlease Area.

7. Compliance with Headleases

All of JHI's and JCAC's covenants and obligations contained in each Headlease and Sublease are incorporated and deemed to be incorporated into this CL Underlease as if they were specifically set out in this CL Underlease, and JCAC agrees with Territory Housing in relation to the CL Underlease Area in and on the same terms conditions and covenants as JHI and JCAC (each as lessee) has covenanted and agreed with the NTA (as lessor).

8. Repairs and maintenance

(a) JCAC is responsible for repairing and maintaining the CL Underlease Area during the Term and must ensure that the CL Underlease Area (including Improvements and all outside and open areas) are kept:

(i) clean;

(ii) neat and tidy in appearance;

(iii) in a state of reasonable repair; and

(iv) clear of graffiti and litter.

(b) Territory Housing and any person authorised by Territory Housing may at all reasonable times enter the CL Underlease Area and view its condition and state of repair, and if Territory Housing considers that there is any defect or damage which the JCAC is obliged to repair, Territory Housing may notify JCAC of the defect or damage and require JCAC to repair it within a reasonable time.

(c) If JCAC does not fulfil its obligations under clause 8(a) or (b), Territory Housing may (without any obligation to do so) undertake such repairs and maintenance and recover the cost of doing so from JCAC.

(d) Territory Housing may on reasonable notice enter onto the CL Underlease Area, to construct, demolish, upgrade, extend, refurbish, or do any other act or thing in relation to all Improvements and Services on the Premises, and in relation to the Premises generally.

(e) Territory Housing will not exercise its right under clause 8(d):

(i) unless it considers it reasonable for the purposes of ensuring:

(A) that nothing in or on the CL Underlease Area infringes, or otherwise adversely impacts on its occupation of the Premises;

(B) the CL Underlease Area is maintained in manner and up to a standards that is appropriate for the Permitted Use that relate to that particular CL Underlease Area; and

(C) the safety of any person;

(f) For the purposes of Territory Housing exercising its right under clause 8(d), in relation to the CL Underlease Areas that are marked 'C' (ceremonial and traditional Aboriginal purposes), and without limiting Territory Housing's right of entry under that clause, Territory Housing agrees to observe JCAC's reasonable requirements that assist Territory Housing to demonstrate respect for aboriginal cultural practices and beliefs, except in the case of emergency.

9. Use of CL Underlease Area

JCAC must not use the CL Underlease Area for any purpose other than the Permitted Use without the written consent of Territory Housing.

10. Quiet enjoyment

Territory Housing covenants with JCAC that JCAC may peaceably hold and enjoy the CL Underlease Area during the Term without any interruption or disturbance from Territory Housing or any person lawfully claiming through or under Territory Housing.

11. Breach

If:

(a) JCAC breaches any of its obligations under the SPL Underlease; and

(b) an equivalent obligation is imposed on JCAC under this CL Underlease,

then JCAC is deemed to have breached that equivalent obligation under this CL Underlease.

12. Termination

(a) If JCAC breaches any of its obligations under this CL Underlease, Territory Housing may terminate this CL Underlease in respect of the whole or a part of the CL Underlease Area if:

(i) it provides JCAC with written notice detailing the alleged breach; and

(ii) JCAC does not remedy the breach within 30 days of receipt of that notice.

(b) If Territory Housing elects to terminate this CL Underlease in respect of a part of the CL Underlease Area, the parties must do all things necessary, including varying this CL Underlease and signing any other documents, to excise that part of the CL Underlease Area and to reflect that this CL Underlease continues in respect of the remaining parts of the CL Underlease Area.

(c) If the SPL Underlease terminates for any reason, this CL Underlease automatically terminates on the same day.

(d) If Crown Lease Term 01142 and Special Purpose Lease 0540 are consolidated to create a new Crown Lease in Perpetuity, the parties must do all things necessary to ensure that the rights granted to JCAC under this CL Underlease in relation to Crown Lease Term 01142 continue under the new Crown Lease in Perpetuity.

13. Change of Definition of 'Premises' and 'CL Underlease Areas'

(a) If the Special Purpose Lease referred to in Paragraph 8 of Item 1 (**SPL 0540**) terminates after execution of this Sublease but prior to the consents required under clause 3.1(a) of this CL Underlease being obtained, then:

(i) Item 1 is amended by deleting the reference to SPL 0540;

(ii) if a Crown Lease in Perpetuity is granted to JHI in respect of the land formerly the subject of SPL 0540, the definition of 'Premises' is amended by inserting that new Crown Lease in Perpetuity into Item 1;

(iii) if SPL 0540 and Crown Lease Term 01142 (**CLT 01142**) are both terminated, and a single Crown Lease in Perpetuity is granted to JHI in respect of the land formerly the subject of SPL 0540 and CLT 01142, the definition of 'Premises' is amended by inserting that new Crown Lease in Perpetuity into Item 1; and

(iv) the CL Underlease Area will include the areas shaded in red in the plans that are labelled with Administrative Lot Numbers 2166(A) and 2183(A).

(b) Without limiting clause 19(b), if any of the Headleases terminates during the Term, then:

(i) Item 1 is amended by deleting the reference to that Headlease;

(ii) that part of the CL Underlease Area relating to that Headlease is excised from the CL Underlease Area;

(iii) that excision has no effect on the remaining parts of the CL Underlease Area;

(iv) the parties must do all things necessary, including varying this CL Underlease and signing any other documents, to reflect that this CL Underlease continues in respect of the remaining parts of the CL Underlease Area; and

(v) if a new Crown Lease in Perpetuity is granted to JHI in respect of the land formerly the subject of that Headlease, the definition of 'Premises' is amended by inserting that new Crown Lease in Perpetuity into Item 1.

14. Dispute resolution

(a) The parties agree that a dispute arising under this CL Underlease will be dealt with as follows:

(i) the party claiming that there is a dispute will give the other party a notice setting out the nature of the dispute;

(ii) within 7 Business Days after receipt of that notice each party will seek to negotiate a resolution, with the representatives of each party being the people with day-to-day responsibility of the relevant issue;

(iii) failing settlement within 14 Business Days, CEO of Territory Housing and the General Manager of JCAC will try to settle the dispute by direct negotiation between them;

(iv) failing settlement within a further 14 Business Days, the parties may agree to refer the dispute to mediation;

(v) the parties will cooperate fully with any process instigated under this clause in order to achieve a speedy resolution; and

(vi) if a resolution is not reached through mediation within a further 28 Business Days, either party may commence legal proceedings or exercise any other rights it may have under or in respect of this CL Underlease.

(b) Each party will bear its own costs of complying with this clause14, and the parties must bear equally the cost of any third person engaged under clause 14(a)(iv).

(c) This clause 14 does not apply to legal proceedings by either party seeking urgent interlocutory relief.

15. Holding over

Where JCAC continues in occupation of the CL Underlease Area after the expiration of the Term without any demand for possession having been made by Territory Housing, JCAC is deemed to be holding the CL Underlease Area under a monthly tenancy determinable at any time upon 30 day's notice (which notice may expire at any time) being given by either party to the other, at the same Rent and upon and subject to the same terms as are contained in this CL Underlease so far as they can be applied to a monthly tenancy.

16. Costs of CL Underlease

(a) Each party must each bear their own costs of and incidental to the negotiation, settlement, preparation and execution of this CL Underlease.

(b) Territory Housing will pay any costs associated with stamp duty, registration, planning approval and all other necessary consents and survey in respect of or in connection with this CL Underlease.

17. Notices and other communications

17.1 Service of notices

A notice, demand, consent, approval or communication under this CL Underlease (**Notice**) must be:

(a) in writing, in English and signed by a person duly authorised by the sender; and

(b) hand delivered or sent by prepaid post or facsimile to the recipient's address for Notices specified in the Details, as varied by any Notice given by the recipient to the sender.

17.2 Effective on receipt

A Notice given in accordance with clause 17.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

(a) if hand delivered, on delivery;

(b) if sent by prepaid post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia);

(c) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the entire Notice unless, within eight Business Hours after the transmission, the recipient informs the sender that it has not received the entire Notice,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

18. Goods and Services Tax

(a) For the purposes of this clause:

(i) GST Act means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and

(ii) adjustment event, adjustment note, GST, input tax credit and taxable supply have the meanings given to those terms in the GST Act.

(b) Unless otherwise stated, all amounts payable by one party to the other party under this CL Underlease are exclusive of GST.

(c) A recipient of a taxable supply made under this CL Underlease must pay to the supplier an amount equivalent to any GST paid or payable by the supplier in respect of the taxable supply, subject to the supplier issuing a valid tax invoice in accordance with the GST Act to the recipient.

(d) A party's obligation to reimburse the other party for an amount paid or payable to a third party includes GST on the amount paid or payable to the third party, except to the extent that the party being reimbursed is entitled to claim an input tax credit for that GST.

(e) Each party must issue an adjustment note to the other party as soon as it becomes aware of an adjustment event relating to a taxable supply by it under this CL Underlease.

19. Miscellaneous

(a) This CL Underlease may be executed by the parties in any number of counterparts and all counterparts taken together will constitute one instrument.

(b) Any term of this CL Underlease which is not applicable to the CL Underlease Area or which is repugnant to the general interpretation of this CL Underlease or which is invalid unlawful void or unenforceable shall be capable of severance without affecting any of the other terms of this CL Underlease.

(c) JCAC consents to Territory Housing completing or amending any Land Title Office panel form which may be required to register this CL Underlease, or any amendment to this CL Underlease contemplated in this CL Underlease, from time to time. JCAC agrees to sign such documents as may be necessary to achieve this.

(d) This CL Underlease shall not create any relationship between JCAC and Territory Housing other than the relationship of underlessor and underlessee.

Schedule 1 - CL Underlease Particulars

1.	**Premises**	Headlease	Premises
		1. Crown Lease in Perpetuity 01103	1. Lot 2051 Town of Tennant Creek from plan S 86/060 (Kargaru)
		2. Crown Lease in Perpetuity 01114	2. Lot 2055 Town of Tennant Creek from plan S 86/102B (Marla Marla)
		3. Crown Lease in Perpetuity 01191	3. Lot 1273 Town of Tennant Creek from plan S 74/062A (Munji-Marla)
		4. Crown Lease in Perpetuity 01192	4. Lot 1004 Town of Tennant Creek from plan B 000314 (The Village)
		5. Crown Lease in Perpetuity 01122	5. Lot 2065 Town of Tennant Creek from plan S 88/37 (Tinkarli)
		6. Crown Lease in Perpetuity 01113	6. Lot 2057 Town of Tennant Creek from plan S 86/102A (Village Camp)
		7. Crown Lease in Perpetuity 01123	7. Lot 2066 Town of Tennant Creek from plan S 88/37 (Wuppa)
		8. Special Purpose Lease 0540	8. Lot 1271 Town of Tennant Creek from plan S 80/190 (Ngalpa Ngalpa)
		9. Crown Lease Term 01142	9. Lot 2125 Town of Tennant Creek from plan S96/271
		* The Headlease and Premises with corresponding numbers are the same parcel of land.	
2.	**Commencement Date**	The day on which the Minister provides his or her consent under clause 3.1(a) of this CL Underlease	
3.	**Term of Underlease**	10 years commencing on the Commencement Date	
4.	**Option Periods**	The balance of the period of the Sublease, including any option periods under the Sublease	
5.	**Permitted Use**	For those areas on the plan marked A, community buildings and spaces. For those areas on the plan marked B, child care centres. For those areas on the plan marked C, ceremonial and traditional Aboriginal purposes.	

Signing page

EXECUTED as an agreement.

Signed by **Chief Executive Officer (Housing)** in the presence of

Signature of witness ←

Name of witness (print)

Signature of Chief Executive Officer (Housing) ←

Name of Chief Executive Officer (Housing) (print)

The Common Seal of **Julalikari Council Aboriginal Corporation** was affixed hereto this day of October 2008 in our presence pursuant to a resolution of the Council passed on the day of 2008:

Council Member ←

Name of Council Member

Council Member ←

Name of Council Member

Annexure A

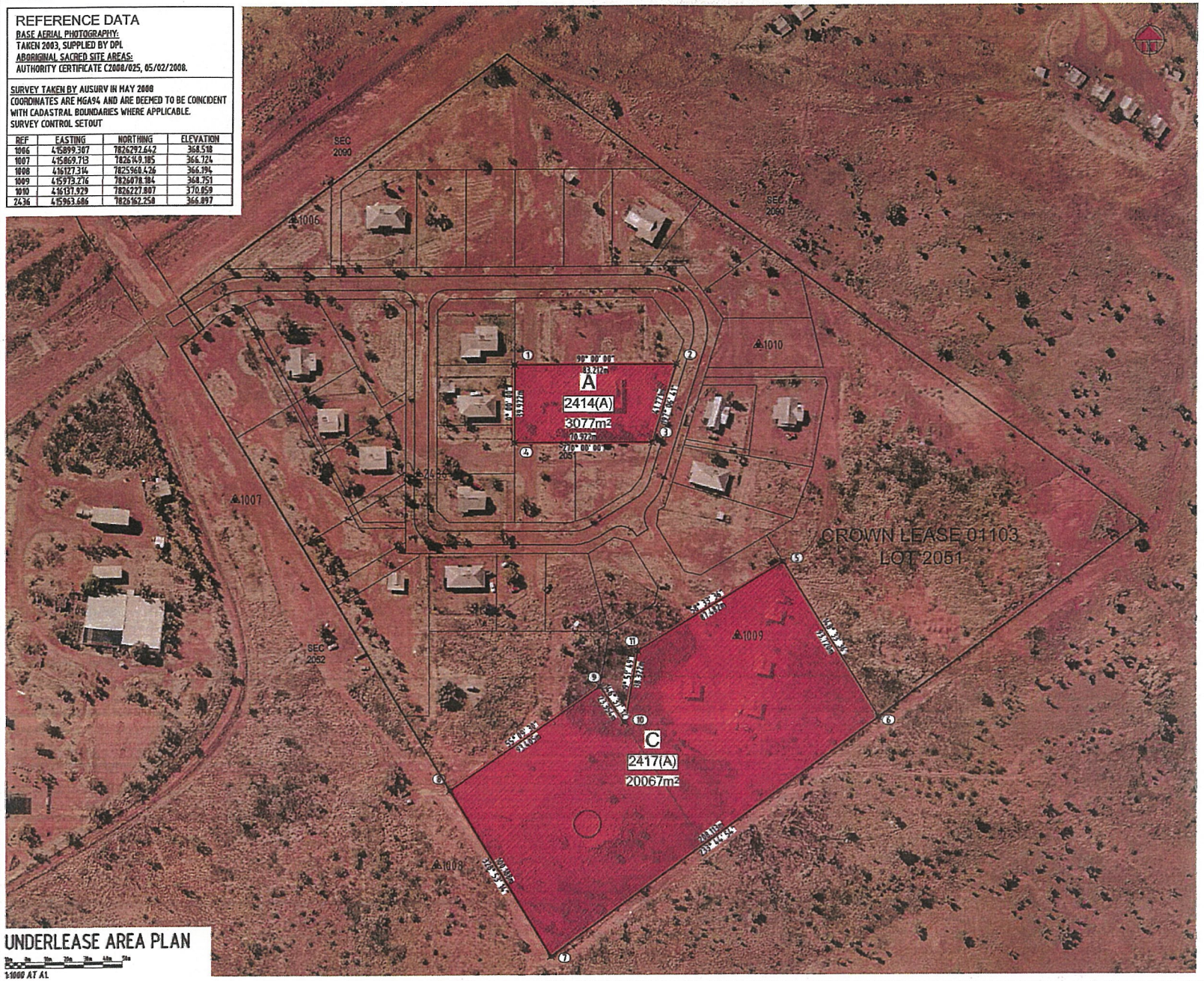
Map of CL Underlease Area

REFERENCE DATA

BASE AERIAL PHOTOGRAPHY:
TAKEN 2003, SUPPLIED BY DPI.
ABORIGINAL SACRED SITE AREAS:
AUTHORITY CERTIFICATE C2008/025, 05/02/2008.

SURVEY TAKEN BY AUSURV IN MAY 2008
COORDINATES ARE MGA94 AND ARE DEEMED TO BE COINCIDENT WITH CADASTRAL BOUNDARIES WHERE APPLICABLE.
SURVEY CONTROL SETOUT

REF	EASTING	NORTHING	ELEVATION
1006	415899.307	7826292.642	368.518
1007	415869.713	7826149.185	366.724
1008	416127.314	7825960.426	366.194
1009	415973.276	7826078.184	368.751
1010	416137.929	7826227.807	370.859
2436	415963.686	7826162.258	366.897



SETTING OUT TABLE

POINT	EASTING	NORTHING
1	416012.5885	7826217.8511
2	416095.8885	7826217.8511
3	416083.5101	7826177.9288
4	416012.5885	7826177.9288
5	416150.6634	7826116.2117
6	416199.5482	7826036.2515
7	416031.7198	7825913.1871
8	415979.9501	7825998.9634
9	416056.6109	7826052.3266
10	416069.4601	7826033.8677
11	416076.0248	7826070.5804

UNDERLEASE AREA PLAN

1:1000 AT A1

No.	DESCRIPTION	DATE	INT.
A	ISSUE FOR ADMINISTRATIVE APPROVAL	09.10.2008	JTL

AMENDMENTS

OPUS QANTEC McWILLIAM
A.B.N. 79 008 342 055
Level 1, 69 Smith Street
Darwin NT 0801
GPO Box 4083 Darwin NT 0801
Telephone: (08) 8981 7600
Facsimile: (08) 8941 1802
E-Mail: darwin@opusqmcw.com.au

N-08004_01_UNDERLEASE

territory housing

DRAWN	CHECKED
SGE\JTL	J.ANTOUN
DATE OCT 2008	DATE OCT 2008
DESIGNED	CHECKED
DATE	DATE
DESIGN PROJECT LEADER	PROJECT OFFICER
DATE	DATE

Northern Territory Government
Department of Planning and Infrastructure

TENNANT CREEK
KARGARU (238)
INFRASTRUCTURE DESIGN PROJECT FOR TENNANT CREEK URBAN LIVING AREAS
CROWN LEASE IN PERPETUITY 01103
LOT 2051 TOWN OF TENNANT CREEK (FROM PLAN S 86/060)

FILE No.	ASSET No.	SHEET No.	DRAWING No.	AMEND.	SHEET SIZE
-	-	- OF -	R08-2033	A	A1

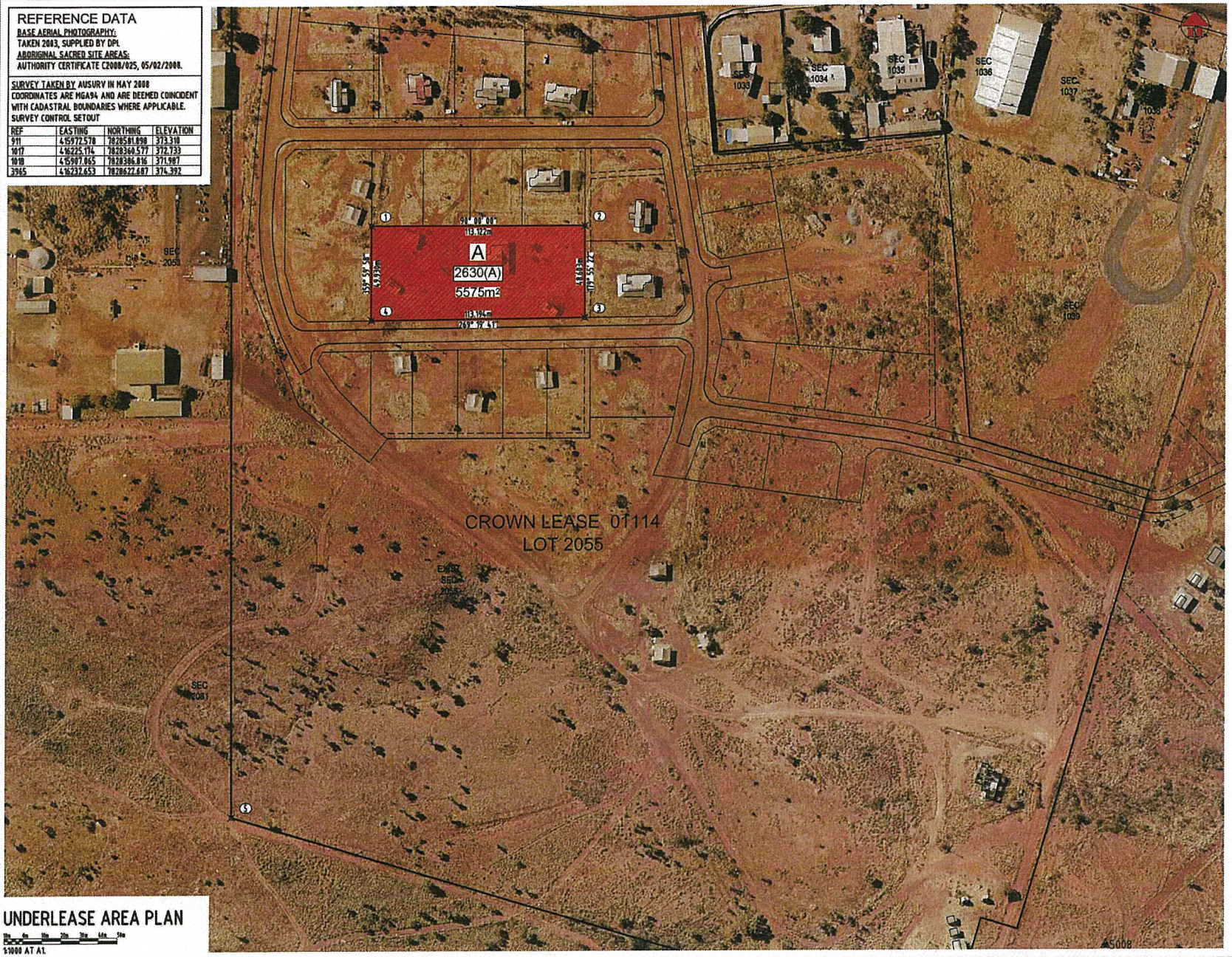
REFERENCE DATA

BASE AERIAL PHOTOGRAPHY:
TAKEN 2003, SUPPLIED BY DPI.

ABORIGINAL SACRED SITE AREAS:
AUTHORITY CERTIFICATE C2008/025, 05/02/2008.

SURVEY TAKEN BY AUSURV IN MAY 2008
COORDINATES ARE MGA94 AND ARE DEEMED COINCIDENT WITH CADASTRAL BOUNDARIES WHERE APPLICABLE.
SURVEY CONTROL SETOUT

REF	EASTING	NORTHING	ELEVATION
911	415972.578	7826581.898	373.318
1017	416225.174	7828360.577	372.733
1018	415907.065	7828386.816	371.987
3965	416232.653	7828672.687	374.392



SETTING OUT TABLE

POINT	EASTING	NORTHING
1	413866.536	7826526.692
2	413979.657	7826526.692
3	413979.723	7826478.089
4	413866.536	7826476.762
5	413793.668	7826214.728

UNDERLEASE AREA PLAN

1:1000 AT A1.

No.	DESCRIPTION	DATE	INT.
A	ISSUE FOR ADMINISTRATIVE APPROVAL	09.10.2008	SGE

AMENDMENTS

OPUS QANTEC McWILLIAM
A.B.N. 79 006 342 065
Level 1, 60 Smith Street
Darwin NT 0801
GPO Box 4083 Darwin NT 0801
Telephone: (08) 8981 7500
Facsimile: (08) 8941 1802
E-Mail: darwin@opusqmow.com.au
The Association of Consulting Engineers Australia
N-D8004.02

territory housing

DRAWN	SGE\JTL	CHECKED	J.ANTOUN
DATE	OCT 2008	DATE	OCT 2008
DESIGNED		CHECKED	
DATE		DATE	
DESIGN PROJECT LEADER		PROJECT OFFICER	
DATE		DATE	

Northern Territory Government
Department of Planning and Infrastructure

TENNANT CREEK
MARLA MARLA (223)
INFRASTRUCTURE DESIGN PROJECT FOR TENNANT CREEK URBAN LIVING AREAS
CROWN LEASE IN PERPETUITY 01114
LOT 2055 TOWN OF TENNANT CREEK (FROM PLAN 86/102B)

FILE No.	ASSET No.	SHEET No.	DRAWING No.	AMEND.	SHEET SIZE
-	-	- OF -	R08-2034	A	A1

G:\PROJECTS\2008-0034\CAD-0034-TENNANT CREEK URBAN LIVING\CAD-0034-MARLA MARLA\DRAWINGS\ET_MARLA_MARLA_CAD-0034-R2_UNDERLEASE.DWG

REFERENCE DATA

BASE AERIAL PHOTOGRAPHY:
TAKEN 2003, SUPPLIED BY DPI.
ABORIGINAL SACRED SITE AREAS:
AUTHORITY CERTIFICATE C2008/025, 05/02/2008.

SURVEY TAKEN BY AUSURV IN MAY 2008
COORDINATES ARE MGA94 AND ARE DEEMED TO BE COINCIDENT WITH CADASTRAL BOUNDARIES WHERE APPLICABLE .
SURVEY CONTROL SETOUT

REF	EASTING	NORTHING	ELEVATION
1311-1017	416225.174	7828360.577	372.733
989-1309	416322.540	7828444.501	731.836
3965	416232.653	7828622.687	374.392
1255	416496.997	7828545.623	375.362



SETTING OUT TABLE

POINT	EASTING	NORTHING
1	416372.609	7828706.525
2	416442.392	7828746.813
3	416506.212	7828673.352
4	416466.395	7828649.125
5	416455.241	7828652.129
6	416444.104	7828645.738
7	416440.748	7828633.344
8	416446.087	7828624.039
9	416426.310	7828612.414
10	416610.280	7828553.563
11	416632.983	7828527.430
12	416628.691	7828433.223
13	416603.070	7828431.891
14	416577.584	7828407.108
15	416553.527	7828449.032
16	416571.664	7828460.456
17	416562.834	7828475.866
18	416593.960	7828493.727
19	416573.584	7828532.353
20	416495.750	7828468.174
21	416517.651	7828429.992
22	416462.371	7828394.880
23	416438.994	7828435.618

UNDERLEASE AREA PLAN

1:1000 AT A1

No.	DESCRIPTION	DATE	INIT.
A	ISSUE FOR ADMINISTRATIVE APPROVAL	09.10.2008	JTL/SGE
	AMENDMENTS		

OPUS QANTEC McWILLIAM
A.B.N. 79 088 342 065
Level 1, 80 Smith Street
Darwin NT 0801
GPO Box 4083 Darwin NT 0801
Telephone: (08) 8981 7300
Facsimile: (08) 8941 1862
E-Mail: darwin@opusqmcw.com.au
N-D8004.06_UNDERLEASE

territory housing

DRAWN	CHECKED
SGE\JTL	J.ANTOUN
DATE OCT 2008	DATE OCT 2008
DESIGNED	CHECKED
DATE	DATE
DESIGN PROJECT LEADER	PROJECT OFFICER
DATE	DATE

Northern Territory Government
Department of Planning and Infrastructure

TENNANT CREEK
TINKARLI (681)
INFRASTRUCTURE DESIGN PROJECT FOR TENNANT CREEK URBAN LIVING AREAS
CROWN LEASE PERPETUITY 01122
LOT 2065 TOWN OF TENNANT CREEK (FROM PLAN S 88/37)

FILE No.	ASSET No.	SHEET No.	DRAWING No.	AMEND.	SHEET SIZE
-	-	OF -	ROB-2038	A	A1

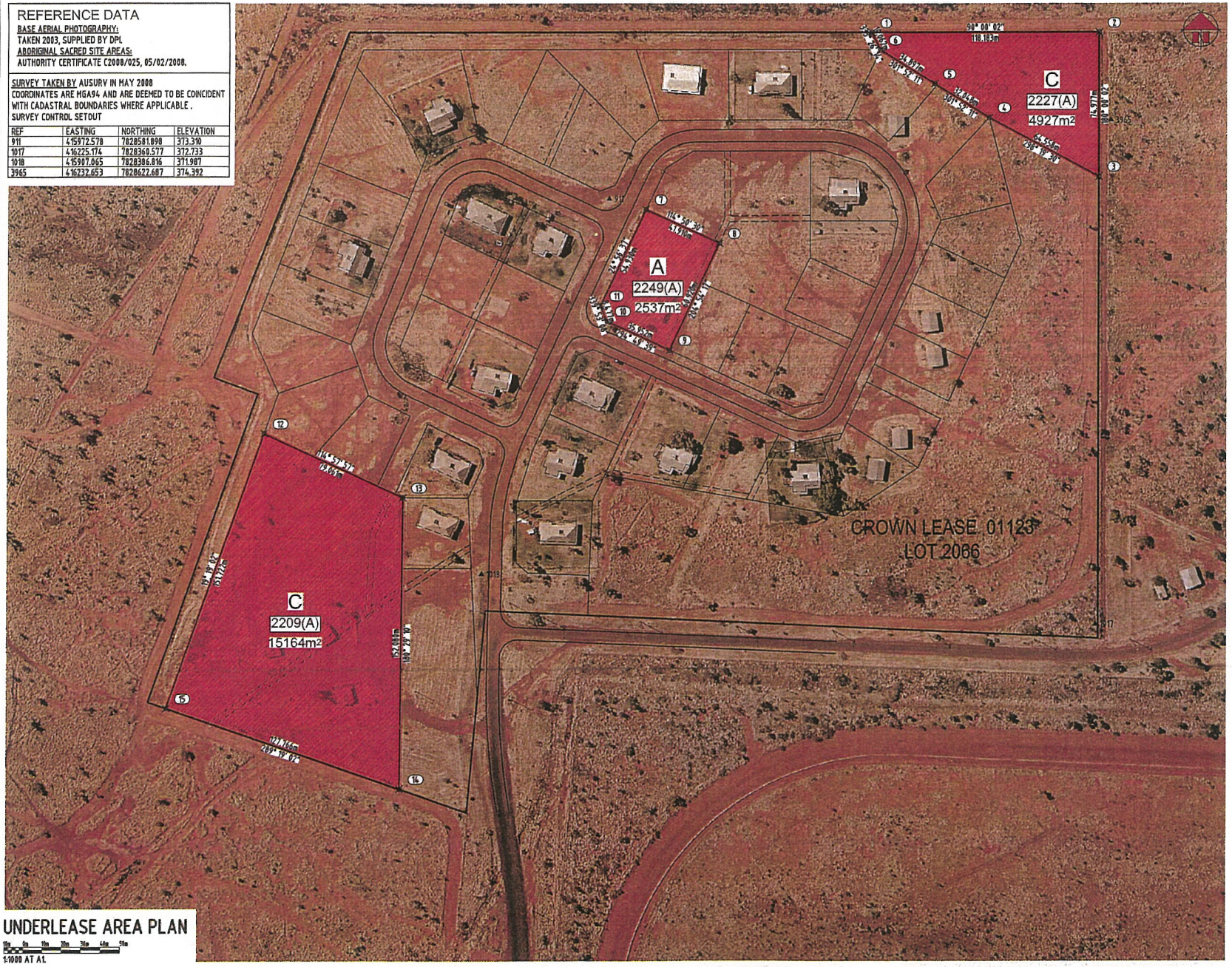
G:\PROJECTS\2008-OPUS\W-D8004 - TENNANT CREEK URBAN LIVING\W-D8004.APLW-D8004.A0 DRAWINGS\06 TINKARLI\W-D8004.06_UNDERLEASE.DWG

REFERENCE DATA

BASE AERIAL PHOTOGRAPHY:
TAKEN 2003, SUPPLIED BY DPI.
ABORIGINAL SACRED SITE AREAS:
AUTHORITY CERTIFICATE C2008/025, 05/02/2008.

SURVEY TAKEN BY AUSURV IN MAY 2008
COORDINATES ARE MGA94 AND ARE DEEMED TO BE COINCIDENT WITH CADASTRAL BOUNDARIES WHERE APPLICABLE.
SURVEY CONTROL SETOUT

REF	EASTING	NORTHING	ELEVATION
911	415972.578	7828581.898	373.310
1017	416225.174	7828360.577	372.733
1018	415907.065	7828386.816	371.987
3965	416232.653	7828622.687	374.392



SETTING OUT TABLE

POINT	EASTING	NORTHING
1	416108.372	7828668.391
2	416226.555	7828668.390
3	416226.554	7828593.413
4	416169.726	7828624.045
5	416141.299	7828641.718
6	416112.872	7828659.391
7	415991.592	7828576.279
8	416029.625	7828558.672
9	416003.971	7828503.417
10	415971.342	7828518.513
11	415968.427	7828526.472
12	415794.124	7828460.277
13	415865.797	7828426.907
14	415864.507	7828274.832
15	415743.934	7828317.096

UNDERLEASE AREA PLAN

1:1000 AT A1.

No.	DESCRIPTION	DATE	INIT.
A	ISSUE FOR ADMINISTRATIVE APPROVAL	09.10.2008	JTL/SGE
	AMENDMENTS		

OPUS QANTEC McWILLIAM
A.B.N. 79 088 342 065
Level 1, 80 Smith Street
Darwin NT 0801
GPO Box 4083 Darwin NT 0801
Telephone: (08) 8981 7500
Facsimile: (08) 8941 1882
E-Mail: darwin@opusqmcw.com.au
The Association of Consulting Engineers Australia
N-D8004.05_UNDERLEASE

territory housing

DRAWN	JTL\SGE	CHECKED	J.ANTOUN
DATE	OCT 2008	DATE	OCT 2008
DESIGNED		CHECKED	
DATE		DATE	
DESIGN PROJECT LEADER		PROJECT OFFICER	
DATE		DATE	

Northern Territory Government
Department of Planning and Infrastructure

TENNANT CREEK
WUPPA (684)
INFRASTRUCTURE DESIGN PROJECT FOR TENNANT CREEK URBAN LIVING AREAS
CROWN LEASE PERPETUITY 01123
LOT 2066 TOWN OF TENNANT CREEK (FROM PLAN S 88/37)

FILE No.	ASSET No.	SHEET No.	DRAWING No.	AMEND.	SHEET SIZE
-	-	OF -	ROB-2037	A	A1

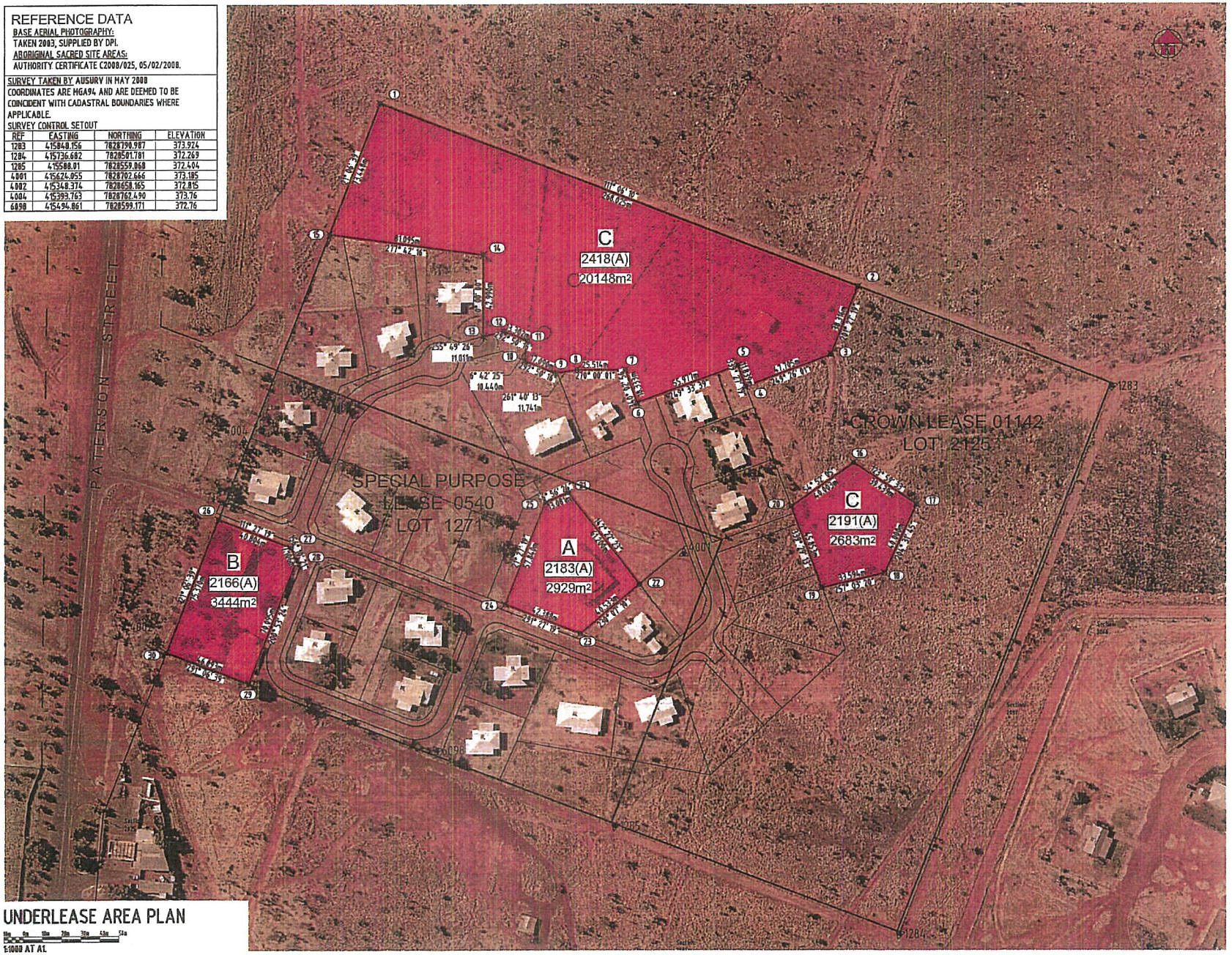
G:\PROJECTS\684-QW\CIVIL\684-...-TENNANT CREEK URBAN LIVING\01-PLANS\684-2037A.DWG - WUPPA (684).05 - UNDERLEASING

REFERENCE DATA

BASE AERIAL PHOTOGRAPHY:
TAKEN 2003, SUPPLIED BY DPI.
ABORIGINAL SACRED SITE AREAS:
AUTHORITY CERTIFICATE C2008/025, 05/02/2008.

SURVEY TAKEN BY AUSURV IN MAY 2008
COORDINATES ARE MGA94 AND ARE DEEMED TO BE COINCIDENT WITH CADASTRAL BOUNDARIES WHERE APPLICABLE.
SURVEY CONTROL SETOUT

REF	EASTING	NORTHING	ELEVATION
1283	415848.156	7828790.987	373.924
1284	415736.682	7828501.781	372.269
1285	415588.01	7828559.068	372.404
4001	415624.055	7828702.666	373.185
4002	415348.374	7828658.165	372.815
4004	415393.763	7828762.490	373.76
6098	415494.861	7828599.171	372.76



SETTING OUT TABLE

POINT	EASTING	NORTHING
1	415446.900	7828940.800
2	415714.950	7828843.500
3	415700.935	7828807.839
4	415656.270	7828791.081
5	415652.115	7828802.167
6	415599.663	7828782.619
7	415593.407	7828799.852
8	415567.893	7828799.852
9	415556.275	7828798.151
10	415540.525	7828804.784
11	415541.744	7828815.153
12	415529.485	7828820.316
13	415518.809	7828817.619
14	415518.809	7828860.618
15	415438.446	7828871.481
16	415712.791	7828750.654
17	415745.491	7828728.604
18	415728.884	7828692.214
19	415696.143	7828684.689
20	415680.054	7828727.619
21	415563.492	7828735.064
22	415600.856	7828686.593
23	415569.751	7828660.603
24	415530.300	7828676.108
25	415551.457	7828729.940
26	415380.372	7828721.063
27	415418.348	7828786.138
28	415421.219	7828699.638
29	415396.225	7828634.150
30	415353.226	7828650.751

UNDERLEASE AREA PLAN

1:1000 AT A1.

No.	DESCRIPTION	DATE	INIT.
	AMENDMENTS		
A	ISSUE FOR ADMINISTRATIVE APPPROVAL	09.10.2008	JTL/SGE

OPUS QANTEC McWILLIAM
A.B.N. 78 003 342 008
Level 1, 63 Smith Street
Darwin NT 0801
GPO Box 4083 Darwin NT 0801
Telephone: (08) 8981 2500
Facsimile: (08) 8941 1882
E-Mail: darwin@opusqmcw.com.au
N-D8004.04

territory housing

DRAWN	CHECKED
SGE/JTL	J.ANTOUN
DATE OCT 2008	DATE OCT 2008
DESIGNED	CHECKED
DATE	DATE
DESIGN PROJECT LEADER	PROJECT OFFICER
DATE	DATE

Northern Territory Government
Department of Planning and Infrastructure

TENNANT CREEK
NGALPA NGALPA (246)
INFRASTRUCTURE DESIGN PROJECT FOR TENNANT CREEK URBAN LIVING AREAS
SPECIAL PURPOSE LEASE 0540 LOT 1271 TOWN OF TENNANT CREEK (FROM PLAN S 80/190)
AND CROWN LEASE TERM 01142 LOT 2125 TOWN OF TENNANT CREEK (FROM PLAN S 96/271)

FILE No.	ASSET No.	SHEET No.	DRAWING No.	AMEND.	SHEET SIZE
-	-	- OF -	R08-2036	A	A1

©COPYRIGHT OPUS QANTEC MCWILLIAM - TENNANT CREEK URBAN LIVING AREAS - NGALPA NGALPA - R08-2036.04 - UNDERLEASING.DWG

REFERENCE DATA

BASE AERIAL PHOTOGRAPHY:
TAKEN 2003, SUPPLIED BY DPI.
ABORIGINAL SACRED SITE AREAS:
AUTHORITY CERTIFICATE C2008/825, 05/02/2008.

SURVEY TAKEN BY AUSURV IN MAY 2008
COORDINATES ARE MGA94 AND ARE DEEMED TO BE COINCIDENT WITH CADASTRAL BOUNDARIES WHERE APPLICABLE.
SURVEY CONTROL SETOUT

REF	EASTING	NORTHING	ELEVATION
5007	414375.247	7826453.167	369.495
8004	414517.542	7826466.456	367.923
bj24_p059	414443.853	7826435.986	368.314



SETTING OUT TABLE

POINT	EASTING	NORTHING
1	414467.676	7826579.672
2	414533.907	7826559.874
3	414517.806	7826506.412
4	414451.635	7826526.038

UNDERLEASE AREA PLAN

10m 0m 10m 20m 30m 40m 50m
1:1000 AT A1.

No.	DESCRIPTION	DATE	INT.
B	AMENDED FOR ADMINISTRATIVE APPROVAL	15.10.2008	JTL/SGE
A	ISSUE FOR ADMINISTRATIVE APPROVAL	09.10.2008	JTL/SGE

AMENDMENTS

OPUS QANTEC McWILLIAM
A.B.N. 79 088 342 065
Level 1, 80 Smith Street
Darwin NT 0801
GPO Box 4083 Darwin NT 0801
Telephone: (08) 8981 7600
Facsimile: (08) 8941 1882
E-Mail: darwin@opusqmow.com.au
The Association of Consulting Engineers Australia
N-D8004.87

territory housing

DRAWN	SGE\JTL	CHECKED	JANTOUN
DATE	OCT 2008	DATE	OCT 2008
DESIGNED		CHECKED	
DATE		DATE	
DESIGN PROJECT LEADER		PROJECT OFFICER	
DATE		DATE	

Northern Territory Government
Department of Planning and Infrastructure

TENNANT CREEK
VILLAGE AND SORRY CAMP (271)
INFRASTRUCTURE DESIGN PROJECT FOR TENNANT CREEK URBAN LIVING AREAS
CROWN LEASE PERPETUITY 01192 LOT 1004 TOWN OF TENNANT CREEK (FROM PLAN B 000314)
AND CROWN LEASE IN PERPETUITY 01113 LOT 2057 TOWN OF TENNANT CREEK (FROM PLAN S86/102A)

FILE No.	ASSET No.	SHEET No.	DRAWING No.	AMEND.	SHEET SIZE
-	-	C00.00 OF -	R08-2039	B	A1

Form 32

Section 65

Land Title Act

REGISTRAR-GENERAL'S DIRECTIONS

NORTHERN TERRITORY OF AUSTRALIA

U	**L**	**No:**
S	**L**	**No:**

Commissioner of Taxes use only (NOTE 1)

IMPORTANT NOTICE

Please Note Privacy Statement Overleaf

SUBLEASE

The owner of the lease subleases to the tenant the estate and interest in the land described and the tenant accepts this sublease of the land for the term and at the rent stipulated and subject to the covenants and conditions contained below or on the back of this document and acknowledges the amount payable or other consideration for the lease. (NOTES 2 – 3)

ESTATE AND INTEREST	Lease being subleased: Number:	Special Purpose 0540 Lease, Lot 1271 Town of Tennant Creek from Plan S80/190 (NOTE 4)

Register	Volume	Folio	Location	Lot Description	Plan	Unit
CT	629	846	Town of Tennant Creek	1271	S80/190	

(NOTE 5)

INTEREST BEING SUBLEASED	Part of the Lot being Administrative Lot Numbers 2166(A) and 2183(A) as shaded in red on the plan attached at Annexure A		(NOTE 6)
MARKET RENT UNDER THE SUB-LEASE		GST AMOUNT	(NOTE 7)
OTHER CONSIDERATION (Include Nil or Nominal Rent)	$1	GST AMOUNT $0.09	
OWNER OF THE LEASE	Chief Executive Officer (Housing)		(NOTE 8)
TENANT	Julilakari Council Aboriginal Corporation, PO Box 158, Tennant Creek , NT 0861		(NOTE 9)
TENANCY	Joint Tenants/Tenants in Common (Shareholding)		(NOTE 10)

TERM OF SUBLEASE	Commencing:	Expiring:	Right of Renewal:	
	__/__/2008	__/__/2018	No	(NOTE 11)
CONSENTS				(NOTE 12)

The Common Seal of Julalikari Council Aboriginal Corporation was affixed hereto this day of October 2008 in our presence pursuant to a resolution of the Council passed on the day of 2008

.....

Council Member: (Full name)

.....

Council Member: (Full name)

.....

SIGNED by Chief Executive Officer (Housing)

on (Date) .....

In the presence of:

.....

Qualified Witness:

.....

.....

(NOTE 13)

Registered on ..... At .....

CONSENT OF INTEREST HOLDERS

Instrument type: .....

Instrument No: .....

Name of Parties: .....

.....

I the registered proprietor of the interest shown above consent to the registration of this instrument.

Signed: .....

(Date): .....
In the presence of:

.....

Name of Qualified Witness: .....

Address or Telephone No.: .....

Instrument type: .....

Instrument No: .....

Name of Parties: .....

.....

I the registered proprietor of the interest shown above consent to the registration of this instrument.

Signed: .....

(Date): .....
In the presence of:

.....

Name of Qualified Witness: .....

Address or Telephone No.: .....

COVENANTS

It is hereby covenanted by and between the owner of lease and the tenant as follows;

☐ To comply with the provisions contained in Memorandum of Common Provisions recorded in the Register as LTO No.

☑ The conditions and covenants implied by Sections 117 & 119 *Law of Property Act* shall not apply. (delete one)

☑ To comply with the provisions annexed to this lease.

PRIVACY STATEMENT – LAND REGISTER FORMS

The Registrar-General's Office is authorised by the *Land Title Act* to collect the information on this form for the establishment and maintenance of the Land Register, which is made available for search by any person, anywhere, including through the Internet, upon payment of a fee. The information is regularly provided to other NT Government agencies, the Australian Valuation Office, local governments, the Australian Bureau of Statistics, the Australian Taxation Office or other Commonwealth Agencies as required or authorised by law, and some private sector organisations for conveyancing, local government, valuation, statistical, administrative and other purposes. The Department of Planning and Infrastructure also uses the information to prepare and sell or licence property sales reports to commercial organisations concerned with the development, sale or marketing of property.

Failure to provide the information in full or in part may prevent your application or transaction being completed.

Your personal information provided on this form can be subsequently accessed by you on request. If you have any queries please contact the Deputy Registrar-General on 8999 5318.

SPL Underlease

Tennant Creek Community Living Areas

Chief Executive Officer (Housing) (**Territory Housing**)

Julalikari Council Aboriginal Corporation (**JCAC**)

MinterEllison

LAWYERS

LEVEL 4, 66 SMITH STREET, DARWIN NT 0800
www.minterellison.com

Underlease

Details		3
1.	Defined terms & interpretation	4
2.	Grant of Underlease	5
3.	Conditions	5
4.	Renewal	5
5.	Rates, charges and taxes	6
6.	Utility charges	6
7.	Compliance with Headleases	6
8.	Repairs and maintenance	6
9.	Use of SPL Underlease Area	7
10.	Quiet enjoyment	7
11.	Breach	7
12.	Termination	7
13.	Dispute resolution	7
14.	Holding over	8
15.	Costs of SPL Underlease	8
16.	Notices and other communications	8
17.	Goods and Services Tax	9
18.	Miscellaneous	9
Schedule 1 - SPL Underlease Particulars		11
Signing page		12
Annexure A: Map of Underlease Area		

Details

Date

2008

Parties

Name	**Chief Executive Officer (Housing)**
Short form name	**Territory Housing**
Notice details	1 Briggs Street, Darwin NT 0800 Facsimile: 08 8999 98488 Attention: General Manager

Name	**Julalikari Council Aboriginal Corporation**
Short form name	**JCAC**
Notice details	PO Box 158, Tennant Creek , NT 0861 Facsimile: 08 8962 3236 Attention: General Manager

Background

A Pursuant to the Headleases, the NTA granted leases of the part of the Premises to JHI, and part of the Premises to JCAC.

B JHI and JCAC each has granted, or will grant, a sublease of those parts of the Premises in relation to which they are lessee, to Territory Housing.

C Territory Housing wishes to grant an underlease of the SPL Underlease Area to JCAC, and JCAC wishes to accept the grant of an underlease of the SPL Underlease Area, on the terms of this SPL Underlease.

D Territory Housing also wishes to grant an underlease of the CL Underlease Area to JCAC, and the parties have entered into, or will enter into, a separate underlease (**CL Underlease**) in relation to the CL Underlease Area.

E JHI consents under clause 17.(b) of the Sublease between it and Territory Housing, to Territory Housing granting to JCAC an underlease of those parts of the Premises in relation to which they are lessee.

F The consent of the Minister administering the *Special Purpose Leases Act* is required pursuant to section 6 of the *Special Purpose Leases Act* in order for Territory Housing to grant to JCAC this SPL Underlease.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this Underlease:

Aboriginal has the meaning given in the Act;

Act means the *Aboriginal Land Rights (Northern Territory) Act 1976 (Cth)*;

Business Day means a day that is not a Saturday, Sunday or public holiday in the Northern Territory;

Business Hours means from 9.00am to 5.00pm on a Business Day;

CL Underlease means the underlease referred to in Recital D;

Commencement Date means the date specified in Item 2;

Headlease means each of the leases set out in the middle column of Item 1;

Improvement includes buildings, structures, fixtures, fittings, plant, equipment and material or articles which are erected on or attached to the SPL Underlease Area (including without limitation houses, fences, streetlights, power poles) but does not include Services;

Initial Term means the period specified in Item 3;

JCAC means Julalikari Council Aboriginal Corporation ABN 52 109 391 552 incorporated under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cth)*;

NTA means the Northern Territory of Australia;

Option Period means that period specified in Item 4;

Permitted Use means the uses specified in Item 5;

Premises means the premises described in the right-hand column of Item 1 and includes the Improvements and Services on the Premises;

Rent means $1.00 if demanded;

Services includes:

(a) all utilities and services on or connected to the Premises including water, gas, electricity, lighting, sanitation, drainage, stormwater, computer services, communication and telecommunication systems, oil and any other source or type of energy and fuel and includes all wires, cables, pipes ducts and conduits, tanks, electrical and mechanical plant and all other ancillary or associated parts and accessories; and

(b) all roads and footpaths on the Premises;

SPL Underlease means this underlease;

SPL Underlease Area means the areas shaded in red in the plans in Annexure A and labelled with the following Administrative Lot Numbers 2166(A) and 2183(A), and includes the Improvements and Services on the Underlease Area;

Sublease means the sublease granted to by JHI to Territory Housing, and the sublease granted by JCAC to Territory Housing; and

Term means the Initial Term, the First Option Period and the Second Option Period, unless this Underlease is terminated earlier.

1.2 Interpretation

In this Underlease, unless a contrary intention appears:

(a) a reference to an Item is a reference to an Item in Schedule 1;

(b) a reference to a Schedule is a reference to a Schedule to this Underlease;

(c) words in the singular include the plural and vice versa;

(d) words importing one gender include each of the other genders; and

(e) a reference to a party includes its successors in title.

2. Grant of Underlease

In consideration of the Rent and JCAC's covenants, Territory Housing underleases to JCAC the SPL Underlease Area for the Permitted Use for the Term.

3. Conditions

3.1 Pre-conditions

(a) This Underlease is conditional upon:

(i) JHI, JCAC and Territory Housing entering into the Subleases;

(ii) JCAC and Territory Housing entering into the CL Underlease; and

(iii) the Minister administering the *Crown Lands Act* providing his or her consent pursuant to section 47 of the *Crown Lands Act* in relation to the Subleases and the CL Underlease; and

(iv) the Minister administering the *Special Purpose Lease Act* providing his or her consent pursuant to section 6 of the *Special Purposes Leases Act* in relation to the Subleases and this SPL Underlease;

and the parties must execute this SPL Underlease at the same time as the Subleases and the CL Underlease are executed.

(b) The parties agree that:

(i) each party must use its reasonable endeavours to obtain the consents required under clause 3.1(a); and

(ii) if those consents are not obtained by 31 December 2008, either party may terminate this Sublease by giving written notice to the other party.

3.2 No assignment

JCAC must not assign or transfer, sublet, part with or share the possession of, grant any licence affecting, mortgage, encumber, charge or otherwise deal with or dispose of this SPL Underlease or the SPL Underlease Area.

4. Renewal

The parties:

(a) acknowledge that neither party has an option to renew this SPL Sublease; and

(b) agree that each party must, at the request of the other party, negotiate in good faith whether to renew this SPL Underlease.

5. Rates, charges and taxes

JCAC must pay all rates, charges and taxes in respect of the SPL Underlease Area and any building located upon the SPL Underlease Area.

6. Utility charges

JCAC must pay for all electricity, water and gas consumed or used on the SPL Underlease Area.

7. Compliance with Headleases

All of JHI's and JCAC's covenants and obligations contained in each Headlease and Sublease are incorporated and deemed to be incorporated into this SPL Underlease as if they were specifically set out in this SPL Underlease, and JCAC agrees with Territory Housing in relation to the SPL Underlease Area in and on the same terms conditions and covenants as JHI and JCAC (each as lessee) has covenanted and agreed with the NTA (as lessor).

8. Repairs and maintenance

(a) JCAC is responsible for repairing and maintaining the SPL Underlease Area during the Term and must ensure that the SPL Underlease Area (including Improvements and all outside and open areas) are kept:

(i) clean;

(ii) neat and tidy in appearance;

(iii) in a state of reasonable repair; and

(iv) clear of graffiti and litter.

(b) Territory Housing and any person authorised by Territory Housing may at all reasonable times enter the SPL Underlease Area and view its condition and state of repair, and if Territory Housing considers that there is any defect or damage which the JCAC is obliged to repair, Territory Housing may notify JCAC of the defect or damage and require JCAC to repair it within a reasonable time.

(c) If JCAC does not fulfil its obligations under clause 8(a) or (b), Territory Housing may (without any obligation to do so) undertake such repairs and maintenance and recover the cost of doing so from JCAC.

(d) Territory Housing may on reasonable notice enter onto the SPL Underlease Area, to construct, demolish, upgrade, extend, refurbish, or do any other act or thing in relation to all Improvements and Services on the Premises, and in relation to the Premises generally.

(e) Territory Housing will not exercise its right under clause 8(d), unless it considers it reasonable for the purposes of ensuring:

(i) that nothing in or on the SPL Underlease Area infringes, or otherwise adversely impacts on its occupation of the Premises;

(ii) the SPL Underlease Area is maintained in manner and up to a standards that is appropriate for the Permitted Use that relate to that particular SPL Underlease Area; and

(iii) the safety of any person.

(f) For the purposes of Territory Housing exercising its right under clause 8(d), in relation to the SPL Underlease Areas that are marked 'C' (ceremonial and traditional Aboriginal purposes), and without limiting Territory Housing's right of entry under that clause, Territory Housing agrees to observe JCAC's reasonable requirements that assist Territory Housing to demonstrate respect for aboriginal cultural practices and beliefs, except in the case of emergency.

9. Use of SPL Underlease Area

JCAC must not use the SPL Underlease Area for any purpose other than the Permitted Use without the written consent of Territory Housing.

10. Quiet enjoyment

Territory Housing covenants with JCAC that JCAC may peaceably hold and enjoy the SPL Underlease Area during the Term without any interruption or disturbance from Territory Housing or any person lawfully claiming through or under Territory Housing.

11. Breach

If:

(a) JCAC breaches any of its obligations under the CL Underlease; and

(b) an equivalent obligation is imposed on JCAC under this SPL Underlease,

then JCAC is deemed to have breached that equivalent obligation under this SPL Underlease.

12. Termination

(a) If JCAC breaches any of its obligations under this SPL Underlease, Territory Housing may terminate this SPL Underlease if:

(i) it provides JCAC with written notice detailing the alleged breach; and

(ii) JCAC does not remedy the breach within 30 days of receipt of that notice.

(b) If the CL Underlease terminates for any reason, this SPL Underlease automatically terminates on the same day.

(c) If Crown Lease Term 01142 and Special Purpose Lease 0540 are consolidated to create a new Crown Lease in Perpetuity, the parties must do all things necessary to ensure that the rights granted to JCAC under this SPL Underlease continue under the new Crown Lease in Perpetuity.

13. Dispute resolution

(a) The parties agree that a dispute arising under this SPL Underlease will be dealt with as follows:

(i) the party claiming that there is a dispute will give the other party a notice setting out the nature of the dispute;

(ii) within 7 Business Days after receipt of that notice each party will seek to negotiate a resolution, with the representatives of each party being the people with day-to-day responsibility of the relevant issue;

(iii) failing settlement within 14 Business Days, CEO of Territory Housing and the General Manager of JCAC will try to settle the dispute by direct negotiation between them;

(iv) failing settlement within a further 14 Business Days, the parties may agree to refer the dispute to mediation;

(v) the parties will cooperate fully with any process instigated under this clause in order to achieve a speedy resolution; and

(vi) if a resolution is not reached through mediation within a further 28 Business Days, either party may commence legal proceedings or exercise any other rights it may have under or in respect of this SPL Underlease.

(b) Each party will bear its own costs of complying with this clause 12(a), and the parties must bear equally the cost of any third person engaged under clause 13(a)(iv).

(c) Clause 12(a) does not apply to legal proceedings by either party seeking urgent interlocutory relief.

14. Holding over

Where JCAC continues in occupation of the SPL Underlease Area after the expiration of the Term without any demand for possession having been made by Territory Housing, JCAC is deemed to be holding the SPL Underlease Area under a monthly tenancy determinable at any time upon 30 day's notice (which notice may expire at any time) being given by either party to the other, at the same Rent and upon and subject to the same terms as are contained in this SPL Underlease so far as they can be applied to a monthly tenancy.

15. Costs of SPL Underlease

(a) Each party must each bear their own costs of and incidental to the negotiation, settlement, preparation and execution of this SPL Underlease.

(b) Territory Housing will pay any costs associated with stamp duty, registration, planning approval and all other necessary consents and survey in respect of or in connection with this SPL Underlease.

16. Notices and other communications

16.1 Service of notices

A notice, demand, consent, approval or communication under this SPL Underlease (**Notice**) must be:

(a) in writing, in English and signed by a person duly authorised by the sender; and

(b) hand delivered or sent by prepaid post or facsimile to the recipient's address for Notices specified in the Details, as varied by any Notice given by the recipient to the sender.

16.2 Effective on receipt

A Notice given in accordance with clause 16.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

(a) if hand delivered, on delivery;

(b) if sent by prepaid post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia);

(c) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the entire Notice unless, within eight Business Hours after the transmission, the recipient informs the sender that it has not received the entire Notice,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

17. Goods and Services Tax

(a) For the purposes of this clause:

(i) GST Act means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and

(ii) adjustment event, adjustment note, GST, input tax credit and taxable supply have the meanings given to those terms in the GST Act.

(b) Unless otherwise stated, all amounts payable by one party to the other party under this SPL Underlease are exclusive of GST.

(c) A recipient of a taxable supply made under this SPL Underlease must pay to the supplier an amount equivalent to any GST paid or payable by the supplier in respect of the taxable supply, subject to the supplier issuing a valid tax invoice in accordance with the GST Act to the recipient.

(d) A party's obligation to reimburse the other party for an amount paid or payable to a third party includes GST on the amount paid or payable to the third party, except to the extent that the party being reimbursed is entitled to claim an input tax credit for that GST.

(e) Each party must issue an adjustment note to the other party as soon as it becomes aware of an adjustment event relating to a taxable supply by it under this SPL Underlease.

18. Miscellaneous

(a) This SPL Underlease may be executed by the parties in any number of counterparts and all counterparts taken together will constitute one instrument.

(b) Any term of this SPL Underlease which is not applicable to the SPL Underlease Area or which is repugnant to the general interpretation of this SPL Underlease or which is invalid unlawful void or unenforceable shall be capable of severance without affecting any of the other terms of this SPL Underlease.

(c) Without limiting clause 18(b), if any of the Headleases terminates (including expires) during the Term, then:

(i) that part of the SPL Underlease Area relating to that Headlease is excised from the SPL Underlease Area;

(ii) that excision has no effect on the remaining parts of the SPL Underlease Area;

(iii) the parties must do all things necessary, including varying this SPL Underlease and signing any other documents, to reflect that this SPL Underlease continues in respect of the remaining parts of the SPL Underlease Area.

(d) JCAC consents to Territory Housing completing or amending any Land Title Office panel form which may be required to register this SPL Underlease, or any amendment to this SPL Underlease contemplated in this SPL Underlease, from time to time. JCAC agrees to sign such documents as may be necessary to achieve this.

(e) This SPL Underlease shall not create any relationship between JCAC and Territory Housing other than the relationship of underlessor and underlessee.

Schedule 1 - SPL Underlease Particulars

1.	**Premises**	Headlease	Premises
		1. Crown Lease in Perpetuity 01103	1. Lot 2051 Town of Tennant Creek from plan S 86/060 (Kargaru)
		2. Crown Lease in Perpetuity 01114	2. Lot 2055 Town of Tennant Creek from plan S 86/102B (Marla Marla)
		3. Crown Lease in Perpetuity 01191	3. Lot 1273 Town of Tennant Creek from plan S 74/062A (Munji-Marla)
		4. Crown Lease in Perpetuity 01192	4. Lot 1004 Town of Tennant Creek from plan B 000314 (The Village)
		5. Crown Lease in Perpetuity 01122	5. Lot 2065 Town of Tennant Creek from plan S 88/37 (Tinkarli)
		6. Crown Lease in Perpetuity 01113	6. Lot 2057 Town of Tennant Creek from plan S 86/102A (Village Camp)
		7. Crown Lease in Perpetuity 01123	7. Lot 2066 Town of Tennant Creek from plan S 88/37 (Wuppa)
		8. Special Purpose Lease 0540	8. Lot 1271 Town of Tennant Creek from plan S 80/190 (Ngalpa Ngalpa)
		9. Crown Lease Term 01142	9. Lot 2125 Town of Tennant Creek from plan S96/271
		* The Headlease and Premises with corresponding numbers are the same parcel of land.	
2.	**Commencement Date**	The day on which the Minister provides his or her consent under clause 3.1(a) of this SPL Underlease.	
3.	**Term of Underlease**	10 years commencing on the Commencement Date	
4.	**Option Periods**	Nil	
5.	**Permitted Use**	For those areas on the plan marked A, community buildings and spaces. For those areas on the plan marked B, child care centres. For those areas on the plan marked C, ceremonial and traditional Aboriginal purposes.	

Signing page

EXECUTED as an agreement.

Signed by **Chief Executive Officer (Housing)** in the presence of

Signature of witness ←

Name of witness (print)

Signature of Chief Executive Officer (Housing) ←

Name of Chief Executive Officer (Housing) (print)

The Common Seal of **Julalikari Council Aboriginal Corporation** was affixed hereto this day of October 2008 in our presence pursuant to a resolution of the Council passed on the day of 2008:

Council Member ←

Name of Council Member

Council Member ←

Name of Council Member

Annexure A

Map of SPL Underlease Area

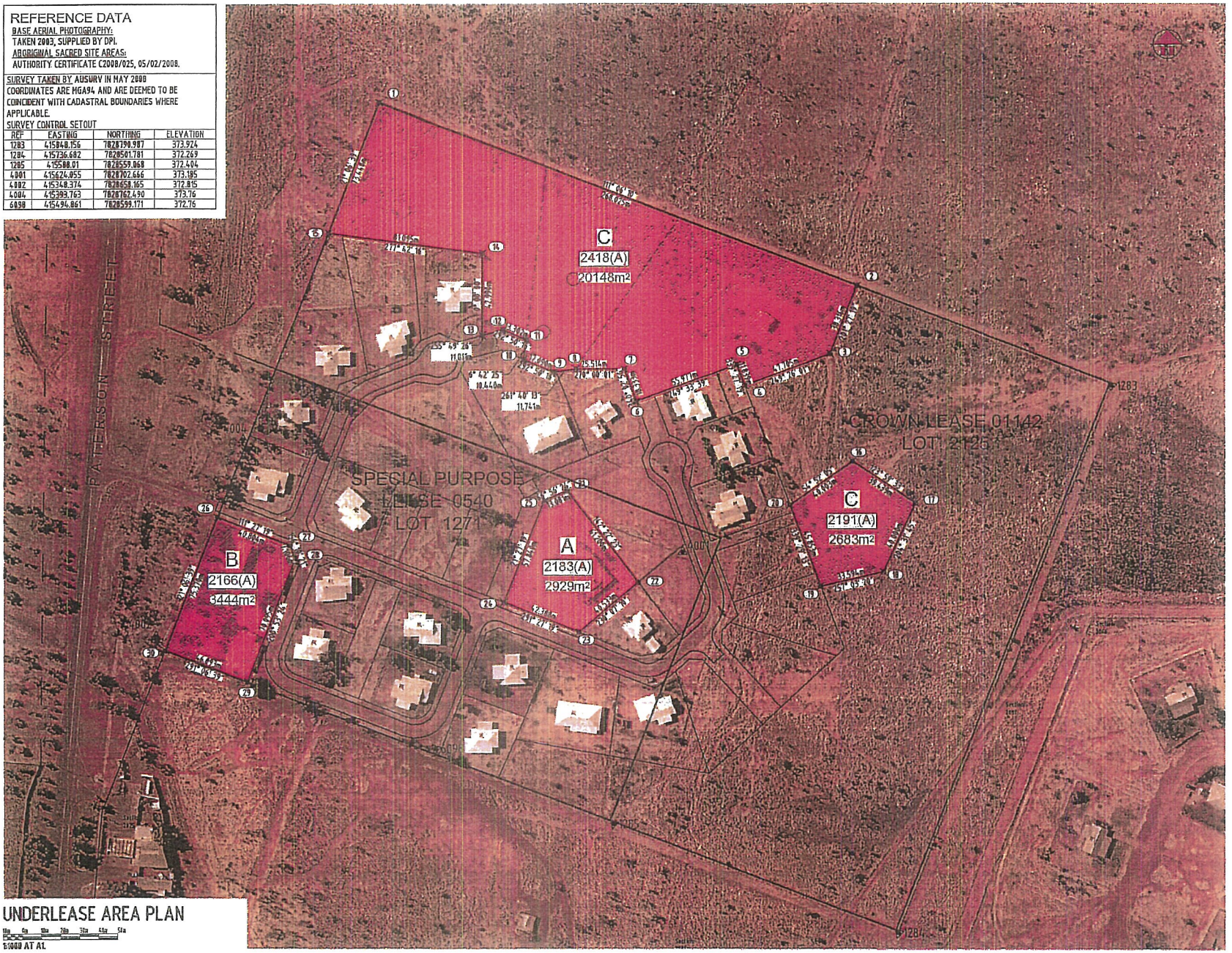
REFERENCE DATA

BASE AERIAL PHOTOGRAPHY:
TAKEN 2003, SUPPLIED BY DPI.
ABORIGINAL SACRED SITE AREAS:
AUTHORITY CERTIFICATE C2008/025, 05/02/2008.

SURVEY TAKEN BY AUSURV IN MAY 2008
COORDINATES ARE MGA94 AND ARE DEEMED TO BE COINCIDENT WITH CADASTRAL BOUNDARIES WHERE APPLICABLE.

SURVEY CONTROL SETOUT

REF	EASTING	NORTHING	ELEVATION
1283	415848.156	7828390.987	373.924
1284	415736.682	7828501.781	372.269
1285	415580.01	7828559.868	372.404
4001	415624.955	7828702.666	373.195
4002	415348.374	7828658.165	372.815
4004	415383.763	7828762.490	373.76
6038	415496.861	7828599.171	372.76



UNDERLEASE AREA PLAN

1:1000 AT A1

SETTING OUT TABLE

POINT	EASTING	NORTHING
1	415464.980	7828940.000
2	415714.950	7828043.500
3	415700.935	7828007.839
4	415656.270	7828791.081
5	415652.115	7828802.167
6	415599.663	7828782.679
7	415593.407	7828799.852
8	415567.893	7828799.852
9	415556.275	7828798.151
10	415540.525	7828804.784
11	415541.744	7828815.153
12	415529.485	7828829.316
13	415518.809	7828817.619
14	415518.809	7828860.618
15	415438.446	7828871.481
16	415712.791	7828758.654
17	415745.491	7828728.604
18	415728.884	7828692.214
19	415696.143	7828684.689
20	415680.054	7828727.619
21	415563.492	7828735.044
22	415600.856	7828686.593
23	415569.751	7828668.603
24	415530.300	7828676.108
25	415551.457	7828729.940
26	415380.372	7828721.863
27	415418.348	7828786.138
28	415421.219	7828699.638
29	415396.225	7828634.150
30	415353.226	7828650.751

No.	DESCRIPTION	DATE	INIT.
A	ISSUE FOR ADMINISTRATIVE APPPROVAL	04.12.2008	JTL/SGE

AMENDMENTS

OPUS QANTEC McWILLIAM
A.B.N. 78 009 342 008
Level 1, 60 Smith Street
Darwin NT 0800
GPO Box 4003 Darwin NT 0801
Telephone: (08) 8981 2300
Facsimile: (08) 8941 1081
E-Mail: darwin@qmcpl.com.au

territory housing

DRAWN	SGE/JTL	CHECKED	J.ANTOUN
DATE	OCT 2008	DATE	OCT 2008
DESIGNED		CHECKED	
DATE		DATE	
DESIGN PROJECT LEADER		PROJECT OFFICER	
DATE		DATE	

Northern Territory Government
Department of Planning and Infrastructure

TENNANT CREEK
NGALPA NGALPA (246)
INFRASTRUCTURE DESIGN PROJECT FOR TENNANT CREEK URBAN LIVING AREAS
SPECIAL PURPOSE LEASE 0540 LOT 1271 TOWN OF TENNANT CREEK (FROM PLAN S 90/190)
AND CROWN LEASE TERM 01142 LOT 2125 TOWN OF TENNANT CREEK (FROM PLAN S 96/271)

FILE No.	ASSET No.	SHEET No.	DRAWING No.	AMEND.	SHEET SIZE
-	-	- OF -	R08-2036	A	A1

Form 32

Section 65

Land Title Act
REGISTRAR-GENERAL'S DIRECTIONS

NORTHERN TERRITORY OF AUSTRALIA

U	**L**	**No:**
S	**L**	**No:**

Commissioner of Taxes use only (NOTE 1)

IMPORTANT NOTICE

Please Note Privacy Statement Overleaf

SUBLEASE

The owner of the lease subleases to the tenant the estate and interest in the land described and the tenant accepts this sublease of the land for the term and at the rent stipulated and subject to the covenants and conditions contained below or on the back of this document and acknowledges the amount payable or other consideration for the lease. (NOTES 2 – 3)

ESTATE AND INTEREST

Lease being subleased: Special Purpose 0540 Lease, Lot 1271 Town of Tennant Creek
Number: from Plan S80/190 (NOTE 4)

Register	Volume	Folio	Location	Lot Description	Plan	Unit
CT	629	846	Town of Tennant Creek	1271	S80/190	

(NOTE 5)

INTEREST BEING SUBLEASED: Part of the Lot being Administrative Lot Numbers 2166(A) and 2183(A) as shaded in red on the plan attached at Annexure A (NOTE 6).

MARKET RENT UNDER THE SUB-LEASE: GST AMOUNT (NOTE 7)

OTHER CONSIDERATION (Include Nil or Nominal Rent): $1 GST AMOUNT $0.09

OWNER OF THE LEASE: Chief Executive Officer (Housing) (NOTE 8)

TENANT: Julilakari Council Aboriginal Corporation, PO Box 158, Tennant Creek , NT 0861 (NOTE 9)

TENANCY: Joint Tenants/Tenants in Common (Shareholding) (NOTE 10)

TERM OF SUBLEASE (NOTE 11)

Commencing:	Expiring:	Right of Renewal:
__/__/2008	__/__/2018	No

CONSENTS (NOTE 12)

The Common Seal of Julalikari Council Aboriginal Corporation was affixed hereto this 20th day of October 2008 in our presence pursuant to a resolution of the Council passed on the 20th day of October 2008

JULALIKARI ABORIGINAL CORPORATION COMMON SEAL

Geoffrey Shannon Geoffrey Shannon
Council Member: (Full name)

Smith GINA MAREE SMITH
Council Member: (Full name)

SIGNED by Chief Executive Officer (Housing)
on (Date) 27 OCT 2008
In the presence of:
Kara Maclean
Qualified Witness:
Kara Maclean

(NOTE 13)

Registered on ..... At .....

SPL Underlease

Tennant Creek Community Living Areas

Chief Executive Officer (Housing) (**Territory Housing**)

Julalikari Council Aboriginal Corporation (**JCAC**)

MinterEllison

LAWYERS

LEVEL 4, 66 SMITH STREET, DARWIN NT 0800
www.minterellison.com

Underlease

Details		**3**
1.	**Defined terms & interpretation**	**4**
2.	**Grant of Underlease**	**5**
3.	**Conditions**	**5**
4.	**Renewal**	**5**
5.	**Rates, charges and taxes**	**6**
6.	**Utility charges**	**6**
7.	**Compliance with Headleases**	**6**
8.	**Repairs and maintenance**	**6**
9.	**Use of SPL Underlease Area**	**7**
10.	**Quiet enjoyment**	**7**
11.	**Breach**	**7**
12.	**Termination**	**7**
13.	**Dispute resolution**	**7**
14.	**Holding over**	**8**
15.	**Costs of SPL Underlease**	**8**
16.	**Notices and other communications**	**8**
17.	**Goods and Services Tax**	**9**
18.	**Miscellaneous**	**9**
Schedule 1 - SPL Underlease Particulars		**11**
Signing page		**12**
Annexure A: Map of Underlease Area		

Details

Date

2008

Parties

Name	**Chief Executive Officer (Housing)**
Short form name	**Territory Housing**
Notice details	1 Briggs Street, Darwin NT 0800 Facsimile: 08 8999 98488 Attention: General Manager

Name	**Julalikari Council Aboriginal Corporation**
Short form name	**JCAC**
Notice details	PO Box 158, Tennant Creek , NT 0861 Facsimile: 08 8962 3236 Attention: General Manager

Background

A Pursuant to the Headleases, the NTA granted leases of the part of the Premises to JHI, and part of the Premises to JCAC.

B JHI and JCAC each has granted, or will grant, a sublease of those parts of the Premises in relation to which they are lessee, to Territory Housing.

C Territory Housing wishes to grant an underlease of the SPL Underlease Area to JCAC, and JCAC wishes to accept the grant of an underlease of the SPL Underlease Area, on the terms of this SPL Underlease.

D Territory Housing also wishes to grant an underlease of the CL Underlease Area to JCAC, and the parties have entered into, or will enter into, a separate underlease (**CL Underlease**) in relation to the CL Underlease Area.

E JHI consents under clause 17.(b) of the Sublease between it and Territory Housing, to Territory Housing granting to JCAC an underlease of those parts of the Premises in relation to which they are lessee.

F The consent of the Minister administering the *Special Purpose Leases Act* is required pursuant to section 6 of the *Special Purpose Leases Act* in order for Territory Housing to grant to JCAC this SPL Underlease.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this Underlease:

Aboriginal has the meaning given in the Act;

Act means the *Aboriginal Land Rights (Northern Territory) Act 1976 (Cth)*;

Business Day means a day that is not a Saturday, Sunday or public holiday in the Northern Territory;

Business Hours means from 9.00am to 5.00pm on a Business Day;

CL Underlease means the underlease referred to in Recital D;

Commencement Date means the date specified in Item 2;

Headlease means each of the leases set out in the middle column of Item 1;

Improvement includes buildings, structures, fixtures, fittings, plant, equipment and material or articles which are erected on or attached to the SPL Underlease Area (including without limitation houses, fences, streetlights, power poles) but does not include Services;

Initial Term means the period specified in Item 3;

JCAC means Julalikari Council Aboriginal Corporation ABN 52 109 391 552 incorporated under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cth)*;

NTA means the Northern Territory of Australia;

Option Period means that period specified in Item 4;

Permitted Use means the uses specified in Item 5;

Premises means the premises described in the right-hand column of Item 1 and includes the Improvements and Services on the Premises;

Rent means $1.00 if demanded;

Services includes:

(a) all utilities and services on or connected to the Premises including water, gas, electricity, lighting, sanitation, drainage, stormwater, computer services, communication and telecommunication systems, oil and any other source or type of energy and fuel and includes all wires, cables, pipes ducts and conduits, tanks, electrical and mechanical plant and all other ancillary or associated parts and accessories; and

(b) all roads and footpaths on the Premises;

SPL Underlease means this underlease;

SPL Underlease Area means the areas shaded in red in the plans in Annexure A and labelled with the following Administrative Lot Numbers 2166(A) and 2183(A), and includes the Improvements and Services on the Underlease Area;

Sublease means the sublease granted to by JHI to Territory Housing, and the sublease granted by JCAC to Territory Housing; and

Term means the Initial Term, the First Option Period and the Second Option Period, unless this Underlease is terminated earlier.

1.2 Interpretation

In this Underlease, unless a contrary intention appears:

(a) a reference to an Item is a reference to an Item in Schedule 1;

(b) a reference to a Schedule is a reference to a Schedule to this Underlease;

(c) words in the singular include the plural and vice versa;

(d) words importing one gender include each of the other genders; and

(e) a reference to a party includes its successors in title.

2. Grant of Underlease

In consideration of the Rent and JCAC's covenants, Territory Housing underleases to JCAC the SPL Underlease Area for the Permitted Use for the Term.

3. Conditions

3.1 Pre-conditions

(a) This Underlease is conditional upon:

(i) JHI, JCAC and Territory Housing entering into the Subleases;

(ii) JCAC and Territory Housing entering into the CL Underlease; and

(iii) the Minister administering the *Crown Lands Act* providing his or her consent pursuant to section 47 of the *Crown Lands Act* in relation to the Subleases and the CL Underlease; and

(iv) the Minister administering the *Special Purpose Lease Act* providing his or her consent pursuant to section 6 of the *Special Purposes Leases Act* in relation to the Subleases and this SPL Underlease;

and the parties must execute this SPL Underlease at the same time as the Subleases and the CL Underlease are executed.

(b) The parties agree that:

(i) each party must use its reasonable endeavours to obtain the consents required under clause 3.1(a); and

(ii) if those consents are not obtained by 31 December 2008, either party may terminate this Sublease by giving written notice to the other party.

3.2 No assignment

JCAC must not assign or transfer, sublet, part with or share the possession of, grant any licence affecting, mortgage, encumber, charge or otherwise deal with or dispose of this SPL Underlease or the SPL Underlease Area.

4. Renewal

The parties:

(a) acknowledge that neither party has an option to renew this SPL Sublease; and

(b) agree that each party must, at the request of the other party, negotiate in good faith whether to renew this SPL Underlease.

5. Rates, charges and taxes

JCAC must pay all rates, charges and taxes in respect of the SPL Underlease Area and any building located upon the SPL Underlease Area.

6. Utility charges

JCAC must pay for all electricity, water and gas consumed or used on the SPL Underlease Area.

7. Compliance with Headleases

All of JHI's and JCAC's covenants and obligations contained in each Headlease and Sublease are incorporated and deemed to be incorporated into this SPL Underlease as if they were specifically set out in this SPL Underlease, and JCAC agrees with Territory Housing in relation to the SPL Underlease Area in and on the same terms conditions and covenants as JHI and JCAC (each as lessee) has covenanted and agreed with the NTA (as lessor).

8. Repairs and maintenance

(a) JCAC is responsible for repairing and maintaining the SPL Underlease Area during the Term and must ensure that the SPL Underlease Area (including Improvements and all outside and open areas) are kept:

(i) clean;

(ii) neat and tidy in appearance;

(iii) in a state of reasonable repair; and

(iv) clear of graffiti and litter.

(b) Territory Housing and any person authorised by Territory Housing may at all reasonable times enter the SPL Underlease Area and view its condition and state of repair, and if Territory Housing considers that there is any defect or damage which the JCAC is obliged to repair, Territory Housing may notify JCAC of the defect or damage and require JCAC to repair it within a reasonable time.

(c) If JCAC does not fulfil its obligations under clause 8(a) or (b), Territory Housing may (without any obligation to do so) undertake such repairs and maintenance and recover the cost of doing so from JCAC.

(d) Territory Housing may on reasonable notice enter onto the SPL Underlease Area, to construct, demolish, upgrade, extend, refurbish, or do any other act or thing in relation to all Improvements and Services on the Premises, and in relation to the Premises generally.

(e) Territory Housing will not exercise its right under clause 8(d), unless it considers it reasonable for the purposes of ensuring:

(i) that nothing in or on the SPL Underlease Area infringes, or otherwise adversely impacts on its occupation of the Premises;

(ii) the SPL Underlease Area is maintained in manner and up to a standards that is appropriate for the Permitted Use that relate to that particular SPL Underlease Area; and

(iii) the safety of any person.

(f) For the purposes of Territory Housing exercising its right under clause 8(d), in relation to the SPL Underlease Areas that are marked 'C' (ceremonial and traditional Aboriginal purposes), and without limiting Territory Housing's right of entry under that clause, Territory Housing agrees to observe JCAC's reasonable requirements that assist Territory Housing to demonstrate respect for aboriginal cultural practices and beliefs, except in the case of emergency.

9. Use of SPL Underlease Area

JCAC must not use the SPL Underlease Area for any purpose other than the Permitted Use without the written consent of Territory Housing.

10. Quiet enjoyment

Territory Housing covenants with JCAC that JCAC may peaceably hold and enjoy the SPL Underlease Area during the Term without any interruption or disturbance from Territory Housing or any person lawfully claiming through or under Territory Housing.

11. Breach

If:

(a) JCAC breaches any of its obligations under the CL Underlease; and

(b) an equivalent obligation is imposed on JCAC under this SPL Underlease,

then JCAC is deemed to have breached that equivalent obligation under this SPL Underlease.

12. Termination

(a) If JCAC breaches any of its obligations under this SPL Underlease, Territory Housing may terminate this SPL Underlease if:

(i) it provides JCAC with written notice detailing the alleged breach; and

(ii) JCAC does not remedy the breach within 30 days of receipt of that notice.

(b) If the CL Underlease terminates for any reason, this SPL Underlease automatically terminates on the same day.

(c) If Crown Lease Term 01142 and Special Purpose Lease 0540 are consolidated to create a new Crown Lease in Perpetuity, the parties must do all things necessary to ensure that the rights granted to JCAC under this SPL Underlease continue under the new Crown Lease in Perpetuity.

13. Dispute resolution

(a) The parties agree that a dispute arising under this SPL Underlease will be dealt with as follows:

(i) the party claiming that there is a dispute will give the other party a notice setting out the nature of the dispute;

(ii) within 7 Business Days after receipt of that notice each party will seek to negotiate a resolution, with the representatives of each party being the people with day-to-day responsibility of the relevant issue;

(iii) failing settlement within 14 Business Days, CEO of Territory Housing and the General Manager of JCAC will try to settle the dispute by direct negotiation between them;

(iv) failing settlement within a further 14 Business Days, the parties may agree to refer the dispute to mediation;

(v) the parties will cooperate fully with any process instigated under this clause in order to achieve a speedy resolution; and

(vi) if a resolution is not reached through mediation within a further 28 Business Days, either party may commence legal proceedings or exercise any other rights it may have under or in respect of this SPL Underlease.

(b) Each party will bear its own costs of complying with this clause 12(a), and the parties must bear equally the cost of any third person engaged under clause 13(a)(iv).

(c) Clause 12(a) does not apply to legal proceedings by either party seeking urgent interlocutory relief.

14. Holding over

Where JCAC continues in occupation of the SPL Underlease Area after the expiration of the Term without any demand for possession having been made by Territory Housing, JCAC is deemed to be holding the SPL Underlease Area under a monthly tenancy determinable at any time upon 30 day's notice (which notice may expire at any time) being given by either party to the other, at the same Rent and upon and subject to the same terms as are contained in this SPL Underlease so far as they can be applied to a monthly tenancy.

15. Costs of SPL Underlease

(a) Each party must each bear their own costs of and incidental to the negotiation, settlement, preparation and execution of this SPL Underlease.

(b) Territory Housing will pay any costs associated with stamp duty, registration, planning approval and all other necessary consents and survey in respect of or in connection with this SPL Underlease.

16. Notices and other communications

16.1 Service of notices

A notice, demand, consent, approval or communication under this SPL Underlease (**Notice**) must be:

(a) in writing, in English and signed by a person duly authorised by the sender; and

(b) hand delivered or sent by prepaid post or facsimile to the recipient's address for Notices specified in the Details, as varied by any Notice given by the recipient to the sender.

16.2 Effective on receipt

A Notice given in accordance with clause 16.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

(a) if hand delivered, on delivery;

(b) if sent by prepaid post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia);

(c) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the entire Notice unless, within eight Business Hours after the transmission, the recipient informs the sender that it has not received the entire Notice,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

17. Goods and Services Tax

(a) For the purposes of this clause:

(i) GST Act means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and

(ii) adjustment event, adjustment note, GST, input tax credit and taxable supply have the meanings given to those terms in the GST Act.

(b) Unless otherwise stated, all amounts payable by one party to the other party under this SPL Underlease are exclusive of GST.

(c) A recipient of a taxable supply made under this SPL Underlease must pay to the supplier an amount equivalent to any GST paid or payable by the supplier in respect of the taxable supply, subject to the supplier issuing a valid tax invoice in accordance with the GST Act to the recipient.

(d) A party's obligation to reimburse the other party for an amount paid or payable to a third party includes GST on the amount paid or payable to the third party, except to the extent that the party being reimbursed is entitled to claim an input tax credit for that GST.

(e) Each party must issue an adjustment note to the other party as soon as it becomes aware of an adjustment event relating to a taxable supply by it under this SPL Underlease.

18. Miscellaneous

(a) This SPL Underlease may be executed by the parties in any number of counterparts and all counterparts taken together will constitute one instrument.

(b) Any term of this SPL Underlease which is not applicable to the SPL Underlease Area or which is repugnant to the general interpretation of this SPL Underlease or which is invalid unlawful void or unenforceable shall be capable of severance without affecting any of the other terms of this SPL Underlease.

(c) Without limiting clause 18(b), if any of the Headleases terminates (including expires) during the Term, then:

(i) that part of the SPL Underlease Area relating to that Headlease is excised from the SPL Underlease Area;

(ii) that excision has no effect on the remaining parts of the SPL Underlease Area;

(iii) the parties must do all things necessary, including varying this SPL Underlease and signing any other documents, to reflect that this SPL Underlease continues in respect of the remaining parts of the SPL Underlease Area.

(d) JCAC consents to Territory Housing completing or amending any Land Title Office panel form which may be required to register this SPL Underlease, or any amendment to this SPL Underlease contemplated in this SPL Underlease, from time to time. JCAC agrees to sign such documents as may be necessary to achieve this.

(e) This SPL Underlease shall not create any relationship between JCAC and Territory Housing other than the relationship of underlessor and underlessee.

Schedule 1 - SPL Underlease Particulars

1.	**Premises**	Headlease	Premises	
		1. Crown Lease in Perpetuity 01103	1.	Lot 2051 Town of Tennant Creek from plan S 86/060 (Kargaru)
		2. Crown Lease in Perpetuity 01114	2.	Lot 2055 Town of Tennant Creek from plan S 86/102B (Marla Marla)
		3. Crown Lease in Perpetuity 01191	3.	Lot 1273 Town of Tennant Creek from plan S 74/062A (Munji-Marla)
		4. Crown Lease in Perpetuity 01192	4.	Lot 1004 Town of Tennant Creek from plan B 000314 (The Village)
		5. Crown Lease in Perpetuity 01122	5.	Lot 2065 Town of Tennant Creek from plan S 88/37 (Tinkarli)
		6. Crown Lease in Perpetuity 01113	6.	Lot 2057 Town of Tennant Creek from plan S 86/102A (Village Camp)
		7. Crown Lease in Perpetuity 01123	7.	Lot 2066 Town of Tennant Creek from plan S 88/37 (Wuppa)
		8. Special Purpose Lease 0540	8.	Lot 1271 Town of Tennant Creek from plan S 80/190 (Ngalpa Ngalpa)
		9. Crown Lease Term 01142	9.	Lot 2125 Town of Tennant Creek from plan S96/271
		* The Headlease and Premises with corresponding numbers are the same parcel of land.		
2.	**Commencement Date**	The day on which the Minister provides his or her consent under clause 3.1(a) of this SPL Underlease.		
3.	**Term of Underlease**	10 years commencing on the Commencement Date		
4.	**Option Periods**	Nil		
5.	**Permitted Use**	For those areas on the plan marked A, community buildings and spaces. For those areas on the plan marked B, child care centres. For those areas on the plan marked C, ceremonial and traditional Aboriginal purposes.		

Signing page

EXECUTED as an agreement.

Signed by Chief Executive Officer (Housing)
in the presence of

Kara Maclean. ←
Signature of witness

Kara Maclean
Executive Assistant
Name of witness (print)

← Signature of Chief Executive Officer (Housing)

D.J. Ritchie
Chief Executive
Name of Chief Executive Officer (Housing) (print)

The Common Seal of **Julalikari Council Aboriginal Corporation** was affixed hereto this 20th day of October 2008 in our presence pursuant to a resolution of the Council passed ~~above~~ on the 20th day of October 2008:

JULALIKARI COUNCIL ABORIGINAL CORPORATION
COMMON SEAL

Geoffrey Shannon
Council Member

Geoffrey Shannon
Name of Council Member

← Council Member

GINA MAREE SMITH
Name of Council Member

Annexure A

Map of SPL Underlease Area

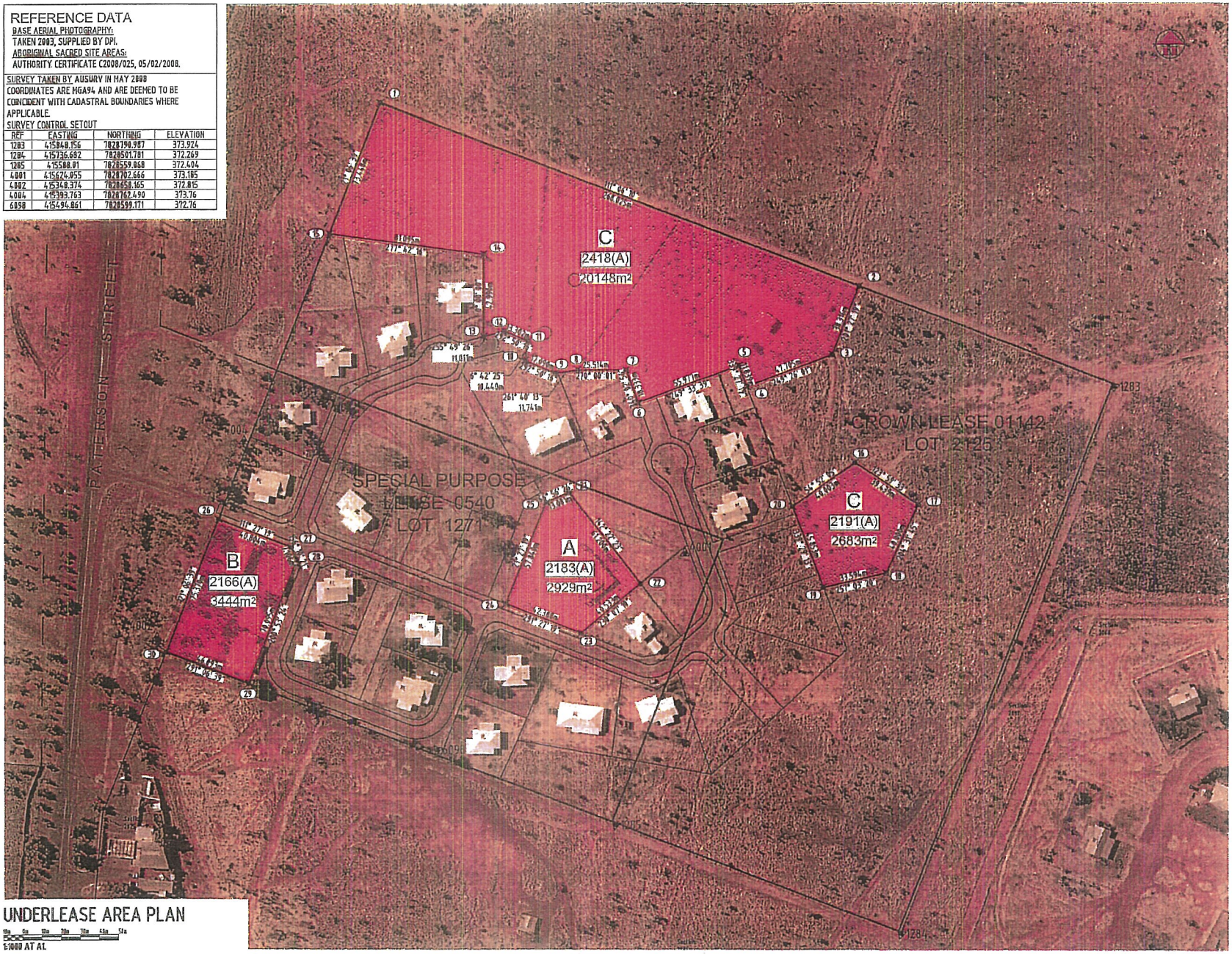
REFERENCE DATA

BASE AERIAL PHOTOGRAPHY:
TAKEN 2003, SUPPLIED BY DPI.
ABORIGINAL SACRED SITE AREAS:
AUTHORITY CERTIFICATE C2008/025, 05/02/2008.

SURVEY TAKEN BY AUSURV IN MAY 2008
COORDINATES ARE MGA94 AND ARE DEEMED TO BE COINCIDENT WITH CADASTRAL BOUNDARIES WHERE APPLICABLE.

SURVEY CONTROL SETOUT

REF	EASTING	NORTHING	ELEVATION
1283	415848.156	7828198.987	373.924
1284	415736.682	7828501.781	372.269
1285	415508.01	7828559.868	372.404
4001	415624.055	7828702.666	373.185
4002	415348.374	7828458.165	372.815
4004	415393.763	7828162.490	373.76
6958	415494.461	7828599.171	372.76



UNDERLEASE AREA PLAN

1:1000 AT A1

SETTING OUT TABLE

POINT	EASTING	NORTHING
1	415464.989	7828940.809
2	415714.950	7828043.560
3	415780.935	7828007.839
4	415656.278	7828791.081
5	415652.115	7828802.167
6	415599.663	7828702.619
7	415593.407	7828799.852
8	415567.893	7828799.852
9	415556.275	7828798.151
10	415540.525	7828804.784
11	415541.744	7828815.153
12	415529.485	7828820.316
13	415518.809	7828817.619
14	415518.609	7828860.619
15	415438.446	7828871.401
16	415712.791	7828750.654
17	415745.491	7828728.684
18	415728.884	7828692.214
19	415696.143	7828684.689
20	415600.054	7828727.619
21	415563.492	7828735.064
22	415600.856	7828686.593
23	415569.751	7828668.603
24	415530.300	7828676.108
25	415551.457	7828729.940
26	415380.372	7828721.803
27	415418.348	7828706.136
28	415421.219	7828699.638
29	415396.225	7828634.150
30	415353.226	7828650.751

No.	DESCRIPTION	DATE	INIT.
	AMENDMENTS		
A	ISSUE FOR ADMINISTRATIVE APPPROVAL	09.10.2008	JTL/SGE

OPUS QANTEC McWILLIAM
A.B.N. 79 000 362 000
Level 1, 80 Smith Street
Darwin NT 0801
GPO Box 4003 Darwin NT 0801
Telephone: (08) 8981 2300
Facsimile: (08) 8941 1082
E-Mail: darwin@opusqmw.com.au
H-D8004.04

territory housing

DRAWN	CHECKED
SGE/JTL	J.ANTOUN
DATE OCT 2008	DATE OCT 2008
DESIGNED	CHECKED
DATE	DATE
DESIGN PROJECT LEADER	PROJECT OFFICER
DATE	DATE

Northern Territory Government
Department of Planning and Infrastructure

TENNANT CREEK
NGALPA NGALPA (246)
INFRASTRUCTURE DESIGN PROJECT FOR TENNANT CREEK URBAN LIVING AREAS
SPECIAL PURPOSE LEASE 0540 LOT 1271 TOWN OF TENNANT CREEK (FROM PLAN S 80/190)
AND CROWN LEASE TERM 01142 LOT 2125 TOWN OF TENNANT CREEK (FROM PLAN S 96/271)

FILE No.	ASSET No.	SHEET No.	DRAWING No.	AMEND.	SHEET SIZE
-	-	- OF -	R08-2036	A	A1

COPYRIGHT

Form 14

Section 48(1)

Land Title Act
REGISTRAR-GENERAL'S DIRECTIONS

RY OF AUSTRALIA

DL00687408D

Dealing Number: 687408 Lodged 03/12/2008 at 09:49:18
Dealing Type: NG By NIL
Volume ..... Folio ..... Fee $ 0.00 Receipt .....

IMPORTANT NOTICE

Please Note Privacy Statement Overleaf

NOTICE OF A RIGHT TO A GRANT OF INTEREST

The Minister, under the *Crown Lands Act* or other Act specified below, lodges with the Registrar-General details of the means by which the right to a grant of an interest in land arose for the purposes of creating a folio in the register. (NOTE 1)

Location	Lot Description	Area	Plan
Tennant Creek	**2144**	**12.71 hectares**	**S2001/031**

(NOTE 2)

DETAILS OF THE INTEREST	**CROWN LEASE PERPETUAL 1994**	(NOTE 3)
PERSON WHO POSSESSES THE RIGHT TO A GRANT	Name: **Julalikari Housing Incorporated** Address: **PO Box 158** **TENNANT CREEK NT 0861**	(NOTE 4)
MEANS BY WHICH THE RIGHT TO A GRANT AROSE	**Section 9(1), 10(1) and 12(3) of the *Crown Lands Act***	(NOTE 5)
RESERVATIONS, COVENANTS AND ENCUMBRANCES	**All reservations and rights to which this grant is made by the *Crown Lands Act***	(NOTE 6)
EASEMENTS	**Electronic communications Easement to Northern Territory of Australia** **Sewerage Easement to Power and Water Corporation**	(NOTE 7)

.....

Signed by the Delegate of the Minister
RAYMOND LOUIS SMITH, REGIONAL MANAGER
LANDS & PLANNING

on (Date) ..2 December 2008.....

In the presence of: (NOTE 8)

.....

Qualified Witness

.....SUZANNE M. CAWOOD.....
COMMISSIONER FOR OATHS
Phone (08) 8951 9239

Registered on 3.12.2008 10:04

3/12/08

SCHEDULE OF NOTES

1. This form is lodged as an original only and must be typed or completed in biro. Alterations to information entered on the form should be crossed out (not erased or obliterated by painting over) and initialled by the parties. (Internal use only: NG code is used for a stand alone or after DT dealing ie no partial surrender and the NN code only used after a partial surrender).

2. Parcel description, location, area and plan number must be given.

3. Details of the interest ie. Estate in Fee Simple or Crown Lease number.

4. Name of person who possesses the right to the grant.

5. Insert relevant Section under the *Crown Lands Act* or other relevant legislation.

6. Here insert details or any reservations, covenants or easements.

7. Insert Easement Details.

8. Persons who may witness this document are a Commissioner for Oaths, a member of the Legislative Assembly, a legal practitioner within the meaning of the *Legal Practitioners Act*, a person holding office under the *Supreme Court Act*, the *Justices Act*, the *Local Court Act* or the *Registration Act*, a member of the Police Force, a person licensed as a conveyancing agent or real estate agent under the *Agents Licensing Act*, a Notary Public and any other person approved by the Registrar-General.

   A witness to an instrument executed by an individual must first:

   - take reasonable steps to ensure that the individual is the person entitled to sign the instrument;
   - have the individual execute the document in the presence of the witness;
   - not be a party to the instrument; and
   - if witnessing more than one signature, clearly state that he/she has witnessed more than one signature. (ie I have witnessed the two signatures appearing above).

   After signing, witnesses must legibly write, type or stamp their names and contact address or telephone number below their signature.

   For a corporation, an instrument must be executed in a way permitted by law or sealed with the corporation's seal in accordance with the *Law of Property Act*, Section 48.

   For witnessing of instruments executed outside the Northern Territory refer to Schedule I of the *Land Title Act* and the Registrar-General's Direction.

PRIVACY STATEMENT – LAND REGISTER FORMS

The Registrar-General's Office is authorised by the *Land Title Act* to collect the information on this form for the establishment and maintenance of the Land Register, which is made available for search by any person, anywhere, including through the Internet, upon payment of a fee. The information is regularly provided to other NT Government agencies, the Australian Valuation Office, local governments, the Australian Bureau of Statistics, the Australian Taxation Office or other Commonwealth Agencies as required or authorised by law, and some private sector organisations for conveyancing, local government, valuation, statistical, administrative and other purposes. The Department of Planning and Infrastructure also uses the information to prepare and sell or licence property sales reports to commercial organisations concerned with the development, sale or marketing of property.

Failure to provide the information in full or in part may prevent your application or transaction being completed.

Your personal information provided on this form can be subsequently accessed by you on request. If you have any queries please contact the Deputy Registrar-General on 8999 5318.

Viewed at 12:01:31 on 17/01/2017 by 32GPL.

Northern Territory Government

DEPARTMENT OF PLANNING AND INFRASTRUCTURE

www.nt.gov.au/dpi

Your Ref:
Our Ref: ACT1142, ASPL0540

Land Administration Unit
1st Floor, Alice Plaza
Todd Mall
Alice Springs NT 0870
Postal PO Box 2130
Alice Springs NT 0871
Tel (08) 8951 9239
Fax (08) 8951 9222

Registrar General
Department of Justice
GPO Box 3021
DARWIN NT 0801

Dear Sir

Please find attached for registration:

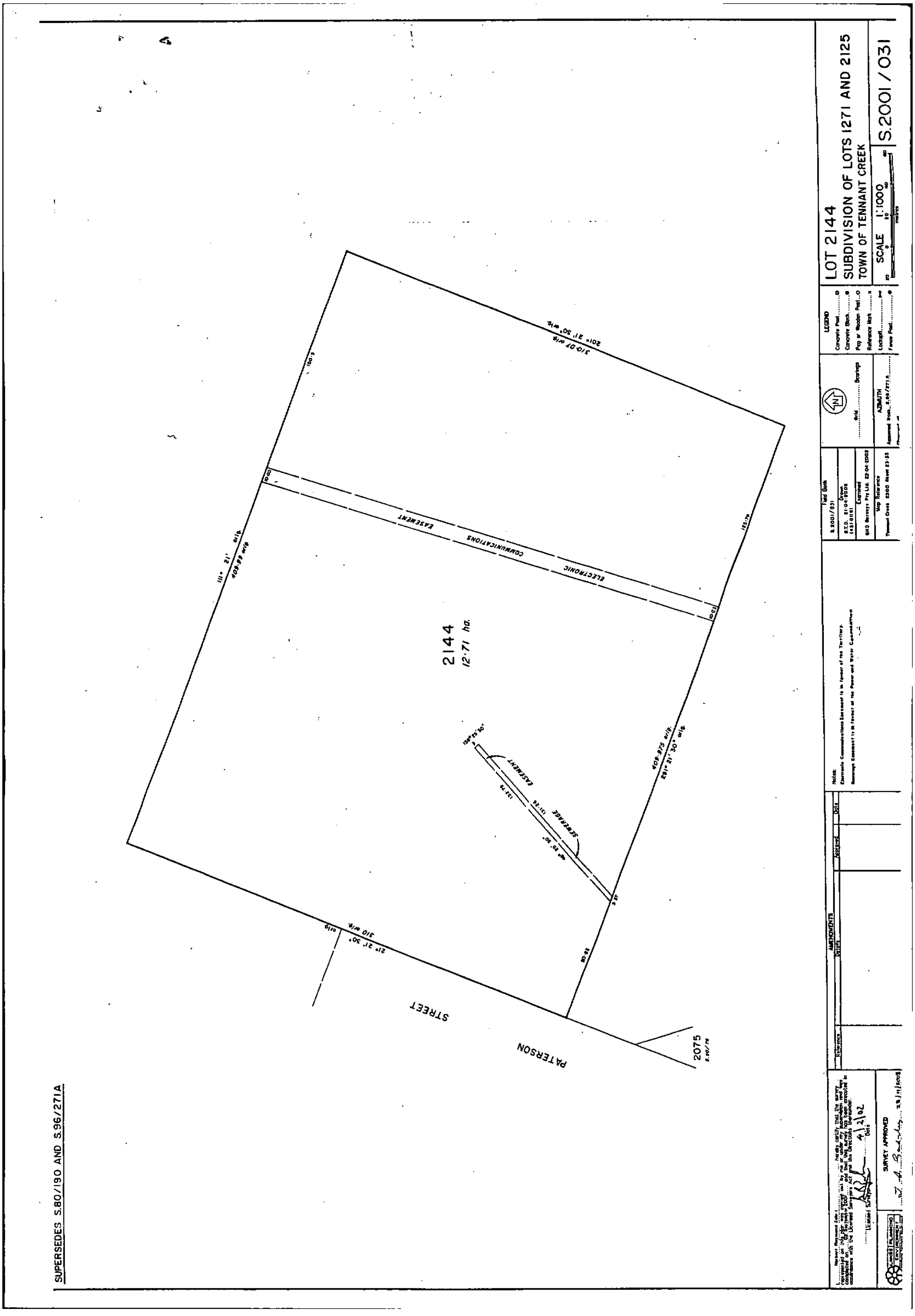
- Surrender of Whole of Crown Lease (Form 17), approving the surrender of Crown Lease Term 1142 over Lot 2125, Town of Tennant Creek;
- Surrender of Whole of Crown Lease (Form 17) approving the surrender of Special Purposes Lease 540 over Lot 1271, Town of Tennant Creek, and
- Notice to Grant (Form 14) approving the grant of Crown Lease Perpetual 1994 over Lot 2144 , Town of Tennant Creek.

Lot 2144 Town of Tennant Creek is not subject to claim under the *Aboriginal Land (NT) Act.*

If you have any queries or require additional information regarding this matter please do not hesitate to contact Land Administration on 8951 9243.

Yours sincerely

Sue Cawood
A/Manager, Land Sales & Management
December 2008


LOT 2144
SUBDIVISION OF LOTS 1271 AND 2125
TOWN OF TENNANT CREEK
SCALE 1:1000
S.2001/031
LEGEND
Concrete Post
Concrete Block
Peg or Wooden Post
Reference Mark
Lockspit
Fence Post
2144
12.71 ha.
ELECTRONIC COMMUNICATIONS EASEMENT
SEWERAGE EASEMENT
409.875 m/s
409.88 m/s
STREET
PATERSON
2075
SUPERSEDES S.80/190 AND S.96/271A
Field Book
S.2001/031
Drawn
B.T.D. 21-04-2002
Checked
SMS Surveys Pty Ltd 22-04-2002
Map Reference
Tennant Creek 5200 Sheet 23-33
Notes:
Electricity Commissioners Easement is in favour of the Territory.
Sewerage Easement is in favour of the Power and Water Corporation
AMENDMENTS
Initials
Date
Assigned
SURVEY APPROVED

Viewed at 12:01:31 on 17/01/2017 by 32GPL.

DEALING LODGEMENT FORM

LANDS TITLES OFFICE CENTREPOINT BUILDING **Nichols Place PO Box 8043** **GPO Box 3021 ALICE SPRINGS** **DARWIN NT 0801 NT 0871**	Name and Address of Lodging Party Department of Planning and Infrastructure PO Box 2130 Alice Springs NT 0871

No.	Description of Instrument or Document (please Submit in this Order)	Registered Number	Fee
	Notice to Grant	687408	Nil

Other documents required for registration

Titles, Crown Leases, duplicate instruments and other documents lodged with the above dealings:

1

2

PLEASE INDICATE CLEARLY WHERE DOCUMENTS ARE TO BE RETURNED IN THE SPACE PROVIDED BELOW.

NOTE: Duplicate titles, registration statements and instruments will be returned to the lodging party unless otherwise instructed below.

Cheque No ..... SUB-TOTAL

Cash ..... CERTIFIED MAIL

Other ..... **TOTAL** Nil

THIS SECTION TO BE USED FOR CUSTOMER CODE ONLY.

DLHB

DO NOT COMPLETE IF PAYING CASH

Form 17

Section 48(7)

Land Title Act
REGISTRAR-GENERAL'S DIRECTIONS

ORY OF AUSTRALIA

DL00687406D

Dealing Number: **687406** Lodged 03/12/2008 at 09:45:11
Dealing Type: DT By DLHB
Volume 629 Folio 846 Fee $ 90.00 Receipt .....

SURRENDER OF WHOLE OF CROWN LEASE

The registered proprietors of the Crown Lease described below issued under the *Crown Lands Act* or other Act having paid all rent and other moneys due by it under the Lease, hereby surrender the whole of the Lease being more particularly described hereunder. (NOTES 1 – 2)

LEASE TO BE SURRENDERED: **SPECIAL PURPOSES LEASE 00540** (NOTE 3)

Register	Volume	Folio	Location	Lot Description	Plan	Unit
CUCL	**629**	**846**	**TENNANT CREEK**	**1271**	**S80/190**	

(NOTE 4)

REGISTERED OWNER: **JULALIKARI HOUSING INCORPORATED** (NOTE 5)

Ronald Plummer
Council Member
.....

SIGNED and Sealed by
~~JULALIKARI~~ **HOUSING INCORPORATED**
JULALIKARI
on (Date) 20/9/07

In the presence of:
Patricia Brahim General
Witness Manager
.....

JULALIKARI COUNCIL ABORIGINAL CORPORATION COMMON SEAL

JULALIKARI HOUSING INCORPORATED COMMON SEAL

TM.

Recommended for Acceptance by:
Sue Bell
.....
on (Date) 2 December 2008

I accept the within surrender:
.....
RAYMOND LOUIS SMITH
as the Delegate of the Minister:
.....
Witness
SUZANNE M. CAWOOD
COMMISSIONER FOR OATHS
Phone (08) 8951 9239
2/12/08

(NOTE 6)

Registered on 3:12:2008 10:02

NORTHERN TERRITORY OF AUSTRALIA

CONSENT OF INTEREST HOLDERS (Note 7)

Instrument type: .....

Instrument No: .....

Name of Parties: .....

.....

I the registered proprietor of the interest shown above consent to the registration of this instrument.

Signed: .....

(Date): .....

In the presence of:

.....

Name of Witness: .....

Address or Telephone No.: .....

Instrument type: .....

Instrument No: .....

Name of Parties: .....

.....

I the registered proprietor of the interest shown above consent to the registration of this instrument.

Signed: .....

(Date): .....

In the presence of:

.....

Name of Witness: .....

Address or Telephone No.: .....

SCHEDULE OF NOTES

1. This form to be used for the Surrender of the whole of the Crown lease.
2. Surrenders may be lodged as an original only and must be typed or completed in ink or biro. All signatures must be in ink or biro. Alterations to information entered on the form should be crossed out (nor erased or obliterated by painting over) and initialled by the parties.
3. The description of the Crown Lease must be entered here. Eg. Crown Lease Term No.,
   If the surrender affects part only of the land then Form No. 18 Application to Note Partial Surrender of Crown Lease must be used.
4. Volume and Folio references must be given together with complete parcel description. If the certificate as to title has been issued it must be produced.
5. Insert full Name. Address is not required.
6. Persons who may witness this document are a Commissioner for Oaths, a member of the Legislative Assembly, a legal practitioner within the meaning of the *Legal Practitioners Act*, a person holding office under the *Supreme Court Act*, the *Justices Act*, the *Local Court Act* or the *Registration Act*, a member of the Police Force, a person licensed as a conveyancing agent or real estate agent under the *Agents Licensing Act*, a Notary Public and any other person approved by the Registrar-General.

   A witness to an instrument executed by an individual must first:

   - take reasonable steps to ensure that the individual is the person entitled to sign the instrument;
   - have the individual execute the document in the presence of the witness;
   - not be a party to the instrument; and
   - if witnessing more than one signature, clearly state that he/she has witnessed more than one signature. (ie I have witnessed the two signatures appearing above).

   After signing, witnesses must legibly write, type or stamp their names and contact address or telephone number below their signature.

   For a corporation, an instrument must be executed in a way permitted by law or sealed with the corporation's seal in accordance with the *Law of Property Act*, Section 48.

   For witnessing of instruments executed outside the Northern Territory refer to Schedule 1 of the *Land Title Act* and the Registrar-General's Direction.
7. The Application to Note Surrender of whole of Crown Lease instrument must have the consent of every mortgagee and sublessee of the lessee.

PRIVACY STATEMENT – LAND REGISTER FORMS

The Registrar-General's Office is authorised by the Land Title Act to collect the information on this form for the establishment and maintenance of the Land Register, which is made available for search by any person, anywhere, including through the Internet, upon payment of a fee. The information is regularly provided to other NT Government agencies, the Australian Valuation Office, local governments, the Australian Bureau of Statistics, the Australian Taxation Office or other Commonwealth Agencies as required or authorised by law, and some private sector organisations for conveyancing, local government, valuation, statistical, administrative and other purposes. The Department of Planning and Infrastructure also uses the information to prepare and sell or licence property sales reports to commercial organisations concerned with the development, sale or marketing of property.

Failure to provide the information in full or in part may prevent your application or transaction being completed.

Your personal information provided on this form can be subsequently accessed by you on request. If you have any queries please contact the Deputy Registrar-General on 8999 5318.

Viewed at 14:11:57 on 01/11/2016 by 32GPL.

Viewed at 14:11:57 on 01/11/2016 by 32GPL.

Dealing 687406

DEALING LODGEMENT FORM

LANDS TITLES OFFICE CENTREPOINT BUILDING **Nichols Place PO Box 8043** **GPO Box 3021 ALICE SPRINGS** **DARWIN NT 0801 NT 0871**	Name and Address of Lodging Party Department of Planning and Infrastructure PO Box 2130 Alice Springs NT 0871

No.	Description of Instrument or Document (please Submit in this Order)	Registered Number	Fee
	Surrender of whole of Special Purpose lease 540	687406	$90.00

Other documents required for registration

Titles, Crown Leases, duplicate instruments and other documents lodged with the above dealings:

1

2

Cheque No ..... SUB-TOTAL

Cash ..... CERTIFIED MAIL

Other ..... **TOTAL** $90.00

PLEASE INDICATE CLEARLY WHERE DOCUMENTS ARE TO BE RETURNED IN THE SPACE PROVIDED BELOW.

NOTE: Duplicate titles, registration statements and instruments will be returned to the lodging party unless otherwise instructed below.

THIS SECTION TO BE USED FOR CUSTOMER CODE ONLY.

DLHB

DO NOT COMPLETE IF PAYING CASH

Date Registered: 13/09/2000 **Volume** 629 **Folio** 846
Duplicate Certificate as to Title issued? Yes

Title is Cancelled

SEARCH CERTIFICATE

SPECIAL PURPOSES LEASE 00540

Lot 1271 Town of Tennant Creek from plan(s) S 80/190
Area under title is 3 hectares 9900 square metres

Owner:
Julalikari Housing Incorporated
of 37 Standley Street, Tennant Creek NT 0860

Registered Date	Dealing Number	Description
		Previous title is **Register Book**CUCL **Volume** 195 **Folio** 090
03/12/2008	687406	Surrender of whole of Crown Lease
End of Dealings		

Commencement Date: 13th March 1981

Expiry Date: In Perpetuity

Reservations:

(a) A right of entry in favour of the Minister, or an officer authorised in writing by the Minister, at all reasonable times and in any reasonable manner, to enter upon the leased land or any part of it and to inspect the leased land or any part of it and any improvements on it;

(b) All minerals and mineral substances in or on the leased land including gold, silver, copper, tin, other metals, ores and substances containing metals, gems, precious stones, coal, shale, mineral oils and valuable earths or substances, together with the right to authorise any persons to enter upon the land to mine, work for, win, recover and remove them or any of them and to do all things necessary or convenient for those purposes;

(c) A power of resumption;

(d) A right of entry and inspection for the purposes of providing and maintaining water, sewer, electricity and other services on the leased land or on other lands.

To hold unto the Lessee in perpetuity yielding and paying therefore an annual rental of ten cents if and when demanded by the Minister.

Provisions:

And it is hereby declared that -

The Lessee, having paid all rent due under this lease, may at any time surrender this lease in accordance with the provisions of the Special Purposes Leases Act and the Regulations thereunder.

If the rent (other then the rent for the first year) is not paid on or before the expiry of three months from the date on which it becomes payable by the Lessee, an additional amount (which will be deemed to be recoverable as rent) at the rate of five per centum per annum from the expiry of that period will become payable by the Lessee in respect of the rent overdue, if demanded by the Minister.

Date Registered: 13/09/2000 **Volume** 629 **Folio** 846

Duplicate Certificate as to Title issued? Yes

This lease is granted under and subject to the Special Purposes Leases Act and the Regulations for the time being in force thereunder and is conditional upon compliance by the Lessee with the covenants and conditions to be complied with by the Lessee and may, subject to the Special Purposes Leases Act and the Regulations, be forfeited for non-compliance with any such covenant or condition.

This lease will commence on the thirteenth day of March one thousand nine hundred and eighty one.

Conditions and Covenants:

The Lessee covenants with the Minister as follows -

1. That the Lessee will pay the rent annually in advance.

2. That the Lessee will use the land only for the purposes for which it is leased; viz., Aboriginal Communal Living.

3. That the Lessee will pay rates and taxes which may at any time become due in respect of the leased land.

4. That the Lessee will observe and comply with the Regulations under the Specail Purpose Leases Act for the time being in force.

5. That the Lessee will by the first day of August, 1983 or within such further time as may be allowed in writing by the Minister commence to erect improvements on the leased land at a cost of not less than one million dollars and in accordance with the plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Minister and the Lessee will complete the erection of the said improvements at a cost not less than the said sum and in accordance with any Act, Ordinance or Regulation by the first day of August, 1985 or within such further time as may be allowed in writing by the Minister and the Lessee will at all times thereafter maintain and repair and keep in repair all buildings and improvements on the said land to the satisfaction of the Minister.

6. That the leased land will be dust suppressed and drained for stormwater to the satisfaction of the Minister by the first day of August, 1985 or within such further time as may be approved by the Minister and all such works will thereafter be maintained to the satisfaction of the Minister.

7. That all internal roads and pathways will be well drained and of good all weather construction and will be maintained to the satisfaction of the Minister.

8. That no building, structure or vehicle will be situated within eight metres of any road frontage. The set back area so formed will be landscaped with trees and shrubs to the satisfaction of the Minister by the first day of August, 1985 or within such further time as may be allowed by the Minister and all such landscaping will thereafter be maintained to the satisfaction of the Minister.

9. That all water and sewerage works will be carried out in accordance with the standards required by the Local Authority and the Department of Health. The disposal of garbage, sewage, waste and sullage within the boundaries of the site must accord with the requirements of the Department of Health.

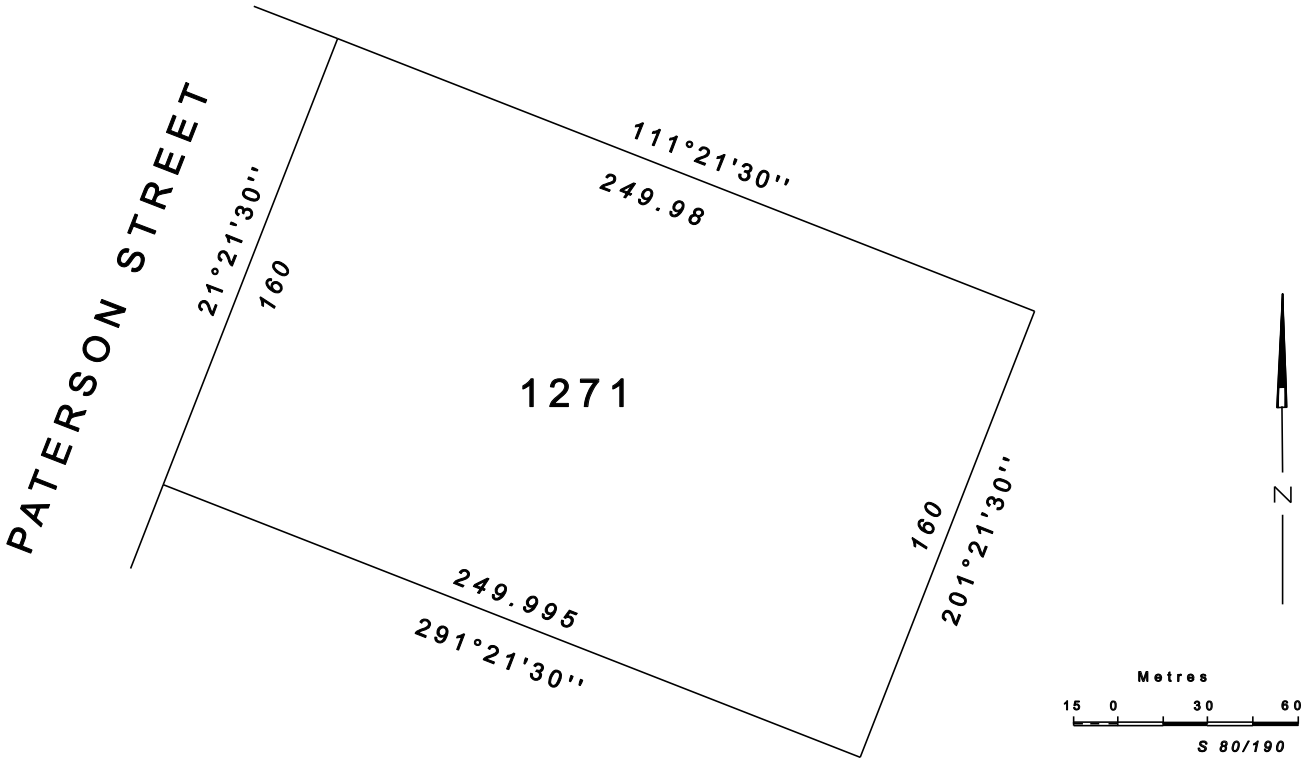
10. That adequate fire fighting equipment will be provided on the site and will be easily accessible from any development. Such equipment will be approved by the Chief Fire Officer and thereafter maintained to the satisfaction of the Minister.

11. That no building or structure will be constructed to a height of more than one storey above ground level.

12. That for every ten individual camping sites or part thereof there will be provided the following minimal facilities - 1 water point 1 water closet for use by males 1 urinal 1 water closet for use by females 1 shower with hot and cold water, for use by females 1 shower with hot and cold water, for use by males 1 handbasin with hot and cold water for each water closet provided 1 wash trough with hot and cold water.

13. That all electrical reticulation will conform at all times with the appropriate by-laws, standards and specifications of the Northern Territory Elictricity Commission.

Date Registered: 13/09/2000 **Volume** 629 **Folio** 846
Duplicate Certificate as to Title issued? Yes



NORTHERN TERRITORY OF AUSTRALIA

Record of Administrative Interests and Information

Record of Administrative Interests and Information
The information contained in this record of Administrative Interests only relates to the below parcel reference.

Parcel Reference: Lot 01271 Town of Tennant Creek plan(s) S 80/190

(See section 38 of the Land Title Act)

Note: The Record of Administrative Interests and Information is not part of the Land Register and is not guaranteed by the Northern Territory of Australia, and the NT Government accepts no Liability for any omission, misstatement or inaccuracy contained in this statement.

Registrar General

Government Land Register
(none found)

Custodian - Registrar General (+61 8 8999 6252)

Current Title
No Current Title Issued

Tenure Status
Cancelled

Easements
(none found)

Scheme Name
(none found)

Scheme Body Corporate Name
(none found)

Reserved Name(s)
(none found)

Transfers
(none found)

Historic Titles
CUFT 629 846 (order 1)
CUCL 195 090 (order 1)
Visit the website http://www.nt.gov.au/justice/bdm/land_title_office/

Custodian - Surveyor General (+61 8 8995 5362)

Address
PATERSON ST, TENNANT CREEK

Survey Plan
S 80/190

Survey Status
Approved

Parcel Status
CANCELLED

Parcel Area
3 hectares, 9900 square metres

Map Reference
Code 730 Scale 2500 Sheet 23.33

Parent Parcels
Lot 01016 Town of Tennant Creek plan(s) S 72/022

Parcel Comments
AMALGAMATION OF LOT 1016 & VCL S80/190/1. SEE S2008/26, LOTS 2166(A)- 2205(A) FOR NGALPA NGALPA TOWN CAMP (LOTS 1271 AND 2125). CONSOLIDATED WITH LOT 2125 TO CREATE LOT 2144 - S2001/31.

Survey Comments
(none found)

Proposed Easements
(none found)

Municipality
BARKLY SHIRE

Region
BARKLY

Custodian - Valuer General (+61 8 8943 9193)

Owner's Last Known Address
JULALIKARI COUNCIL ABORIG CORP, PO BOX 158, TENNANT CREEK NT 0861

Parcels in Valuation
Lot 01271 Town of Tennant Creek

Unimproved Capital Value
$58,500 on 01/07/2007
$58,500 on 01/07/2004
$69,000 on 01/07/2001
$69,000 on 01/07/1998
$60,000 on 01/07/1995
$60,000 on 01/07/1992
$63,000 on 01/01/1990
$36,000 on 01/01/1987
$25,000 on 01/01/1984
$12,500 on 01/01/1981

Valuation Improvements
01/02/1996 House x 20
15/09/1988 House
01/11/1983 Special uses other
Improvement type(ABOR)

Custodian - Property Purchasing (+61 8 8999 6631)

Acquisitions
(none found)

Custodian - Building Advisory Service (+61 8 8999 8965)

Building Control Areas
(none found)

Building Permits

Application Number:	13 of 13
Description:	DWELLING SITE 24
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	0 square metres
Certification:	Single Dwelling - Full Code - *issued on* 19/09/2002

Application Number:	12 of 13
Description:	4XHOUSES
Number of Residental Units:	4
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	0 square metres
Certification:	Single Dwelling - Full Code - *issued on* 29/03/2001

Application Number:	9 of 13
Description:	THREE SEPARATE DWELLINGS
Number of Residental Units:	3
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	496 square metres
Certification:	Single Dwelling - Full Code - *issued on* 15/12/1998

Visit the website http://www.nt.gov.au/building/

Custodian - Town Planning and Development Assessment Services (+61 8 8999 6046)

Planning Scheme Zone
(none found)

Interim Development Control Orders
(none found)

Planning Notes
(none found)

Planning Applications

File Number
PA2008/0750

Type
Development

Date Received
03/09/2008

Application Purpose
Consolidation of two lots to create one lot

Application Status
Approved

Other Affected Parcels
Lot 02125 Town of Tennant Creek

Instrument Signed
06/11/2008

Instrument Number
DP08/0605

Instrument Issued
Signed

Instrument Status
Current

File Number
PA2000/0816

Type
Subdivision

Date Received
20/11/2000

Application Purpose
CONSOLIDATE TWO LOTS INTO ONE LOT 24/11/2000 - 08/11/2000

Application Status
Approved

Other Affected Parcels
Lot 02125 Town of Tennant Creek

Instrument Signed
15/01/2001

Instrument Number
DP01/0013

Instrument Issued
Signed

Instrument Status
Expired

File Number
PA1996/0875

Type
Subdivision

Date Received
25/09/1996

Application Purpose
TO CREATE TWO LOTS PUBLIC NOTIFICATION DATE 04/10/96 - 18/10/96

Application Status
Approved

Other Affected Parcels
Lot 02091 Town of Tennant Creek

Instrument Signed
20/11/1996

Instrument Number
DP96/0633

Instrument Issued
Signed

Instrument Status

File Number
PA1996/0793

Type
Development

Date Received
05/09/1996

Application Purpose
EXTENSIONS TO COMMUNITY CENTRE PUBLIC NOTIFICATION DATE 13/09/96 - 27/09/96

Application Status
Approved

Other Affected Parcels
(none found)

Instrument Signed
05/11/1996

Instrument Number
DP96/0592

Instrument Issued
Signed

Instrument Status

File Number
PA1990/0215

Type
Development

Date Received
26/04/1990

Application Purpose
COMMUNITY FACILITY THIS SITE IS ON STUART HIGHWAY

Application Status
Approved

Other Affected Parcels
(none found)

Instrument Signed
28/05/1990

Instrument Number
DV3825

Instrument Issued
Signed

Instrument Status
Completed

Custodian - Power and Water Corporation (1800 245 092)

Meters on Parcel

Power Water - Electricity	27
Power Water - Water	2

For Account balances, contact the Power and Water Corporation.

Custodian - Pool Fencing Unit (+61 8 8924 3641)

Swimming Pool/Spa Status
(none found)

For more information, contact the Pool Fencing Unit (+61 8 8924 3641).

Custodian - Mines and Energy (+61 8 8999 5322)

For information on possible Exploration Licences, contact Mines & Energy or visit the website http://www.nt.gov.au/d/Minerals_Energy/

For information on possible Petroleum Titles, contact Mines & Energy for further details.

Custodian - NT Environment Protection Authority (+61 8 8924 4218)

Results of site contamination assessment
(none found)

For further information contact Environment Protection Authority or visit the website https://ntepa.nt.gov.au/waste-pollution/contaminated-land

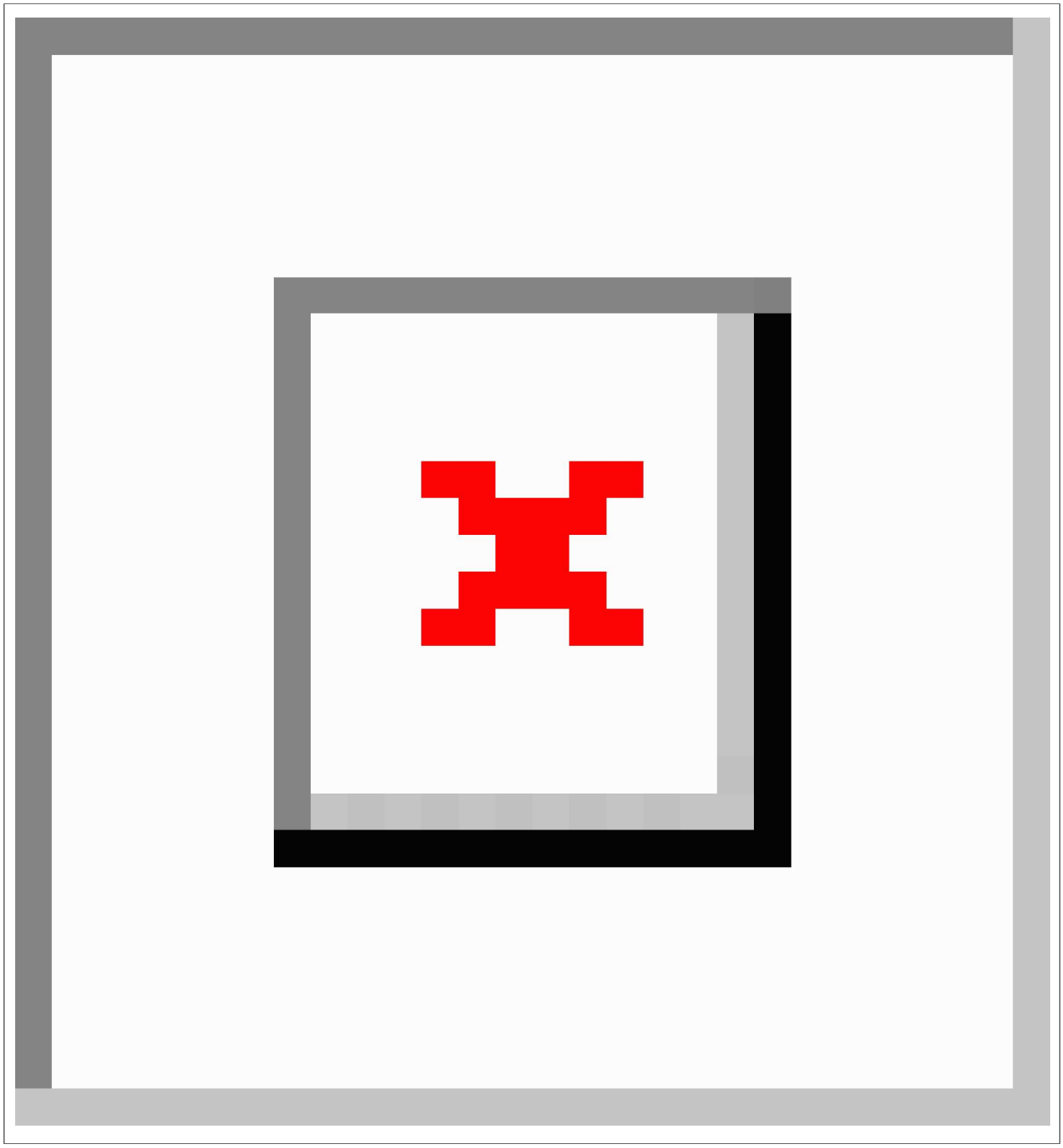
Custodian - Heritage Branch (+61 8 8999 5039)

Heritage Listing:
(none found)

For further information on heritage places contact Heritage Branch or visit the website http://www.dlpe.nt.gov.au/heritage

Other Interests

For Account balances, contact Barkly Shire Council



Date Registered: 03/12/2008 **Volume** 731 **Folio** 239
Duplicate Certificate as to Title issued? No

SEARCH CERTIFICATE

CROWN LEASE IN PERPETUITY 01994

Lot 2144 Town of Tennant Creek from plan(s) S2001/031
Area under title is 12 hectares 7100 square metres

Owner:
Julalikari Housing Incorporated
of PO Box 158, Tennant Creek NT 0861

Easements:
Electronic communications Easement to Northern Territory of Australia
Sewerage Easement to Power and Water Corporation

Registered Date	Dealing Number	Description
03/12/2008	687408	Notice of a Right to a Grant of Interest

End of Dealings

Commencement Date: 3rd December 2008

Proposed Expiry Date: In Perpetuity

Reservations:

1. Reservation of a right of entry and inspection.

2. Reservation of all minerals, mineral substances and ores in or under the land including gems, stones, valuable earths and fossil fuels.

3. Reservation of power of resumption.

Provisions:

1. The lease will be in perpetuity.

2. The purpose of the lease ('the lease purpose') is residential, commercial and all purposes ancillary in accordance with the Northern Territory Planning Scheme.

3. The annual rent for the lease will be nil.

4. The lease is granted under and subject to the Crown Lands Act and Regulations and is conditional upon compliance by the Lessee with the covenants and conditions and shall, subject to the Crown Lands Act and Regulations, be liable to be determined and forfeited for non-compliance with any such lease condition.

5. The lessee may at any time surrender the lease in the manner prescribed under the Crown Lands Act.

6. For the purpose of Section 58 of the Crown Lands Act the Lessee agrees that the Minister may at his absolute discretion determine the Lessee's rights in improvements.

Conditions and Covenants:

1. Subject to the Crown Lands Act the Lessee will not use the leased land for a purpose other than the purpose for which it is leased, viz: residential, commercial and all purposes ancillary in accordance with the Northern Territory Planning Scheme.

2. The Lessee shall pay rates and taxes which may at any time become due in respect of the leased land.

3. All development shall be in accordance with any Planning Instrument and/or any Development Permit issued under the Planning Act affecting the the leased land.

4. The Lessee will ensure that at all times and to the satisfaction of the Minister the leased land (including all rights of way and other easements) is maintained and kept clean, tidy and free of weeds, debris, dry herbage, rubbish, carcasses of animals and other unsightly or offensive poisonous, toxic or hazardous matter (except as specifically authorised by this Lease) and is not permitted to become a harbour for insects, pests and the breeding of mosquitoes.

5. If the Lessee fails to observe and carry out the requirements of Condition 4 above on his part, the Territory shall have the right to enter onto the leased premises and do all things necessary to that end and the expense and cost thereof, as determined by the Minister, shall be borne and payable by the Lessee on demand.

6. The Lessee shall at all times maintain and repair and keep in repair all buildings and improvements on the leased land to the satisfaction of the Minister.

Date Registered: 03/12/2008 **Volume** 731 **Folio** 239
Duplicate Certificate as to Title issued? No

NORTHERN TERRITORY OF AUSTRALIA

Record of Administrative Interests and Information

Record of Administrative Interests and Information
The information contained in this record of Administrative Interests only relates to the below parcel reference.

Parcel Reference: Lot 02144 Town of Tennant Creek plan(s) S2001/031

(See section 38 of the Land Title Act)

Note: The Record of Administrative Interests and Information is not part of the Land Register and is not guaranteed by the Northern Territory of Australia, and the NT Government accepts no Liability for any omission, misstatement or inaccuracy contained in this statement.

Registrar General

Government Land Register
(none found)

Custodian - Registrar General (+61 8 8999 6252)

Current Title
CUFT 731 239 (order 1)

Tenure Type
CROWN LEASE IN PERPETUITY 1994

Tenure Status
Current

Area Under Title
12 hectares 7100 square metres

Owners
Julalikari Housing Incorporated
PO Box 158, Tennant Creek NT 0861

Easements
Electronic communications Easement to Northern Territory of Australia
Sewerage Easement to Power and Water Corporation

Scheme Name
(none found)

Scheme Body Corporate Name
(none found)

Reserved Name(s)
(none found)

Unit Entitlements
(none found)

Transfers
(none found)

Tenure Comments
(none found)

Historic Titles
(none found)
Visit the website http://www.nt.gov.au/justice/bdm/land_title_office/

Custodian - Surveyor General (+61 8 8995 5362)

Address
232 PATERSON ST, TENNANT CREEK

Survey Plan
S2001/031

Survey Status
Approved

Parcel Status
CURRENT

Parcel Area
12 hectares, 7100 square metres

Map Reference
Code 730 Scale 2500 Sheet 23.33

Parent Parcels
Lot 01271 Town of Tennant Creek plan(s) S 80/190
Lot 02125 Town of Tennant Creek plan(s) S 96/271A

Parcel Comments
ADMIN LOTS 2166-2171, 2175-2205 & 2418 ALLOCATED FOR TOWN CAMP LEASING - S2008/26.

Survey Comments
LOT 2144, SUBDIVISION OF LOTS 1271 AND 2125, TOWN OF TENNANT CREEK.

Proposed Easements
(none found)

Municipality
BARKLY SHIRE

Region
BARKLY

Custodian - Valuer General (+61 8 8943 9193)

Owner's Last Known Address
Department of Housing, PROPERTY RATES OFFICER, GPO BOX 4621, DARWIN NT 0801

Parcels in Valuation
Lot 02144 Town of Tennant Creek

Unimproved Capital Value
$390,000 on 01/07/2015
$390,000 on 01/07/2012
$300,000 on 01/07/2010

Valuation Improvements
(none found)

Custodian - Property Purchasing (+61 8 8999 6631)

Acquisitions
(none found)

Custodian - Building Advisory Service (+61 8 8999 8965)

Building Control Areas
BBTEN001 - Building Control Area TENNANT CREEK BUILDING AREA

Building Permits
(none found)

Visit the website http://www.nt.gov.au/building/

Custodian - Town Planning and Development Assessment Services (+61 8 8999 6046)

Planning Scheme Zone
CL (Community Living)

Interim Development Control Orders
(none found)

Planning Notes
(none found)

Planning Applications
(none found)

Custodian - Power and Water Corporation (1800 245 092)

Meters on Parcel
Power Water - Electricity (none found)
Power Water - Water (none found)

For Account balances, contact the Power and Water Corporation.

Custodian - Pool Fencing Unit (+61 8 8924 3641)

Swimming Pool/Spa Status
(none found)

For more information, contact the Pool Fencing Unit (+61 8 8924 3641).

Custodian - Mines and Energy (+61 8 8999 5322)

For information on possible Exploration Licences, contact Mines & Energy or visit the website http://www.nt.gov.au/d/Minerals_Energy/

For information on possible Petroleum Titles, contact Mines & Energy for further details.

Custodian - NT Environment Protection Authority (+61 8 8924 4218)

Results of site contamination assessment
(none found)

For further information contact Environment Protection Authority or visit the website https://ntepa.nt.gov.au/waste-pollution/contaminated-land

Custodian - Heritage Branch (+61 8 8999 5039)

Heritage Listing:
(none found)

For further information on heritage places contact Heritage Branch or visit the website https://nt.gov.au/property/land/heritage-register-search-for-places-or-objects

Other Interests

For Account balances, contact Barkly Shire Council


2121
N
998
2091
2092
NGALPA NGALPA
NGALPA NGALPA
PATERSON STREET
2144
2075
2066
2062
2127
2159
1041
2133

Village Camp

Form 32

Section 65

Land Title Act
REGISTRAR-GENERAL'S DIRECTIONS

NORTHERN TERRITORY OF AUSTRALIA

U	**L**	**No:**
S	**L**	**No:**

Kara Masters
Executive Assistant

IMPORTANT NOTICE

Please Note Privacy Statement Overleaf

Commissioner of Taxes use only (NOTE 1)

SUBLEASE

The owner of the lease subleases to the tenant the estate and interest in the land described and the tenant accepts this sublease of the land for the term and at the rent stipulated and subject to the covenants and conditions contained below or on the back of this document and acknowledges the amount payable or other consideration for the lease. (NOTES 2 – 3)

ESTATE AND INTEREST

Lease being subleased: Each Lease listed in the right hand column of Item 1, Part A of Schedule 1
Number:

(NOTE 4)

Register	Volume	Folio	Location	Lot Description	Plan	Unit
CT	501	041	Town of Tennant Creek	2051	S86/060	
CT	312	089	Town of Tennant Creek	2055	S86/102B	
CT	639	012	Town of Tennant Creek	1273	S74/062A	
CT	639	014	Town of Tennant Creek	1004	B000314	
CT	371	160	Town of Tennant Creek	2065	S88/37	
CT	311	019	Town of Tennant Creek	2057	S86/102A	
CT	371	161	Town of Tennant Creek	2066	S88/37	
CT	629	846	Town of Tennant Creek	1271	S80/190	

(NOTE 5)

INTEREST BEING SUBLEASED: The whole of the land. (NOTE 6)

MARKET RENT UNDER THE SUB-LEASE: GST AMOUNT (NOTE 7)

OTHER CONSIDERATION (Include Nil or Nominal Rent): $1 GST AMOUNT $0.09

OWNER OF THE LEASE: Julalikari Housing Incorporated (NOTE 8)

TENANT: Chief Executive Officer (Housing), 1 Briggs Street, Darwin NT 0800 (NOTE 9)

TENANCY: Joint Tenants/Tenants in Common (Shareholding) (NOTE 10)

TERM OF SUBLEASE

Commencing:	Expiring:	Right of Renewal:
___/___2008	___/___2028	Yes

(NOTE 11)

Registered on ..... At .....

CONSENTS (NOTE 12)

The Common Seal of Julalikari Housing Incorporated was affixed hereto this 20th day of October 2008 in our presence pursuant to a resolution of the Council passed on the 20th day of October 2008

JULALIKARI HOUSING INCORPORATED COMMON SEAL NT 223

Geoffrey Shannon x Geoffrey Shannon
Council Member: (Full name)

x GINA MAREE SMITH
Council Member: (Full name)

SIGNED by Chief Executive Officer (Housing)
on (Date) 27 OCT 2008
In the presence of:
Kara Maclean
Qualified Witness:
Kara Maclean
Executive Assistant

(NOTE 13)

CONSENT OF INTEREST HOLDERS

Instrument type: .....

Instrument No: .....

Name of Parties: .....

.....

I the registered proprietor of the interest shown above consent to the registration of this instrument.

Signed: .....

(Date): .....
In the presence of:

.....

Name of Qualified Witness: .....

Address or Telephone No.: .....

Instrument type: .....

Instrument No: .....

Name of Parties: .....

.....

I the registered proprietor of the interest shown above consent to the registration of this instrument.

Signed: .....

(Date): .....
In the presence of:

.....

Name of Qualified Witness: .....

Address or Telephone No.: .....

COVENANTS

It is hereby covenanted by and between the owner of lease and the tenant as follows;

☐ To comply with the provisions contained in Memorandum of Common Provisions recorded in the Register as LTO No.
☑ The conditions and covenants implied by Sections 117 & 119 *Law of Property Act* shall not apply. (delete one)
☑ To comply with the provisions annexed to this lease.

PRIVACY STATEMENT – LAND REGISTER FORMS

The Registrar-General's Office is authorised by the *Land Title Act* to collect the information on this form for the establishment and maintenance of the Land Register, which is made available for search by any person, anywhere, including through the Internet, upon payment of a fee. The information is regularly provided to other NT Government agencies, the Australian Valuation Office, local governments, the Australian Bureau of Statistics, the Australian Taxation Office or other Commonwealth Agencies as required or authorised by law, and some private sector organisations for conveyancing, local government, valuation, statistical, administrative and other purposes. The Department of Planning and Infrastructure also uses the information to prepare and sell or licence property sales reports to commercial organisations concerned with the development, sale or marketing of property.

Failure to provide the information in full or in part may prevent your application or transaction being completed.

Your personal information provided on this form can be subsequently accessed by you on request. If you have any queries please contact the Deputy Registrar-General on 8999 5318.

Sublease

Tennant Creek Community Living Areas

Chief Executive Officer (Housing) (**Territory Housing**)

Julalikari Housing Incorporated (**JHI**)

MinterEllison

LAWYERS

LEVEL 4, 66 SMITH STREET, DARWIN NT 0800
TEL: +61 8 8901 5900 FAX: +61 8 8901 5901
www.minterellison.com

Sublease

Details	**4**
1. Defined terms & interpretation	**5**
2. Grant of Sublease	**6**
3. Consent	**6**
4. Assignment	**7**
5. Options	**7**
6. Rates, charges and taxes	**7**
7. Utility charges	**8**
8. Compliance with Headleases	**8**
9. Maintenance and transfer of ownership of Improvements	**8**
10. Services	**8**
11. Construction of Infrastructure and Services	**9**
12. Residential housing purchases	**9**
13. Use of Premises	**9**
14. Quiet enjoyment	**9**
15. Termination	**9**
16. Change of Definition of 'Premises'	**10**
17. Underlease	**11**
18. Dispute resolution	**11**
19. Holding over	**11**
20. Costs of Sublease	**11**
21. Notices and other communications	**12**

22. Goods and Services Tax 12

23. Miscellaneous 13

Schedule 1 - Sublease Particulars 14

Signing page 17

Annexure A: Underlease

Details

Date

2008

Parties

Name	**Chief Executive Officer (Housing)**
Short form name	**Territory Housing**
Notice details	1 Briggs Street, Darwin NT 0800 Facsimile: 08 8999 98488 Attention: General Manager

Name	**Julalikari Housing Incorporated**
Short form name	**JHI**
Notice details	PO Box 158, Tennant Creek , NT 0861 Facsimile: 08 8962 3236 Attention: General Manager

Background

A Pursuant to the Headleases referred to in Part A of Item 1, the NTA granted leases of the Premises to JHI.

B Pursuant to a separate headlease referred to in Part B of Item 1, the NTA granted a lease of certain other land to JCAC.

C JHI wishes to grant a sublease of the Premises to Territory Housing, and Territory Housing wishes to accept the grant of a sublease of the Premises, on the terms of this Sublease.

D Territory Housing wishes to grant a lease of the Underlease Areas to JCAC, and JCAC wishes to accept the grant of a lease of the Underlease Areas, on the terms of the Underlease.

E JHI consents to Territory Housing granting to JCAC an underlease of the Underlease Areas.

F The consent of the Minister administering the *Crown Lands Act* is required pursuant to section 47 of the *Crown Lands Act* in order for JHI to grant to Territory Housing this Sublease.

G The consent of the Minister administering the *Special Purpose Leases Act* is required pursuant to section 6 of the *Special Purpose Leases Act* in order for JHI to grant to Territory Housing this Sublease.

H The consent of the Minister administering the *Associations Act* is required pursuant to section 110 of the *Association Act* in order for JHI to transfer its ownership of the Prescribed Property to Territory Housing.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this Sublease:

Aboriginal has the meaning given in the Act;

Act means the *Aboriginal Land Rights (Northern Territory) Act 1976 (Cth)*;

Authority Certificate has the meaning given to it in the *Northern Territory Aboriginal Sacred Sites Act;*

Business Day means a day that is not a Saturday, Sunday or public holiday in the Northern Territory;

Business Hours means from 9.00am to 5.00pm on a Business Day;

Commencement Date means the date specified in Item 2;

Controlled means the same as in the *Corporations Act 2001 (Cth);*

First Option Period means the period specified in Item 4;

Headlease means each of the leases set out in the middle column of Part A Item 1;

Improvement includes buildings, structures, fixtures, fittings, plant, equipment and material or articles which are erected on or attached to the Premises (including without limitation houses, fences, streetlights, power poles) but does not include Services;

Initial Term means the period specified in Item 3;

JCAC means Julalikari Council Aboriginal Corporation ABN 52 109 391 552 incorporated under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cth)*;

Northern Territory Entity means the Northern Territory of Australia, a statutory authority or government owned corporation of, or entity controlled by, the Northern Territory of Australia, or a body corporate established under an Act of the Northern Territory of Australia;

NTA means the Northern Territory of Australia;

Permitted Use means the uses specified in Item 5;

Premises means, subject to clause 16, the premises described in the right-hand column of Part A of Item 1 and includes the Improvements and Services in and on the Premises;

Remote Public Housing Management Framework means the document prepared by Territory Housing called 'Remote Public Housing Management Framework' as amended or replaced from time to time.

Rent means $1.00 if demanded;

Residential Tenancy Agreement has the meaning given to a 'tenancy agreement' in the *Residential Tenancies Act* (NT), and which relates to all parts of the Premises, excluding all parts of the Underlease Areas and for the avoidance of doubt, include such tenancy agreements that are prescribed by section 19(4) of the *Residential Tenancies Act* (NT),

Sacred Sites has the meaning given in the *Northern Territory Aboriginal Sacred Sites Act;*

Second Option Period means the period specified in Item 4;

Services includes:

(a) all utilities and services on or connected to the Premises including water, gas, electricity, lighting, sanitation, drainage, stormwater, computer services, communication and telecommunication systems, oil and any other source or type of energy and fuel and includes all wires, cables, pipes ducts and conduits, tanks, electrical and mechanical plant and all other ancillary or associated parts and accessories; and

(b) all roads and footpaths on the Premises;

Term means the Initial Term, the First Option Period and the Second Option Period, unless this Sublease is earlier terminated;

Underleases means the two leases granted by Territory Housing to JCAC under clause 176 of the sublease, as attached at Annexure A; and

Underlease Areas means the areas which are underleased to JCAC in the Underleases.

1.2 Interpretation

In this Sublease, unless a contrary intention appears:

(a) a reference to an Item is a reference to an Item in Schedule 1;

(b) a reference to a Schedule is a reference to a Schedule to this Sublease;

(c) words in the singular include the plural and vice versa;

(d) words importing one gender include each of the other genders; and

(e) a reference to a party includes its successors in title.

2. Grant of Sublease

In consideration of the Rent and Territory Housing's covenants, JHI subleases to Territory Housing the Premises for the Permitted Use for the Term.

3. Consent

(a) This Sublease is conditional upon the Minister administering:

(i) the *Crown Lands Act* providing his or her consent pursuant to section 47 of the *Crown Lands Act*;

(ii) the *Special Purposes Leases Act* providing his or her consent pursuant to section 6 of the *Special Purposes Leases Act*; and

(iii) the *Associations Act* providing his or her consent pursuant to section 110 of the *Associations Act*.

(b) The parties agree that:

(i) each party must use its reasonable endeavours to obtain the consents required under clause 3(a); and

(ii) if those consents are not obtained by 31 December 2008, either party may terminate this Sublease by giving written notice to the other party.

4. Assignment

(a) For the purpose of clause 4(b), the Premises includes the premises that is described in the right-hand column of Part B of Item 1.

(b) JHI assigns to Territory Housing of all of its right title and interest in each Residential Tenancy Agreement that is in existence at the commencement of this Sublease, including JHI's rights and powers under each Residential Tenancy Agreement.

(c) JHI agrees to:

(i) provide notice of the assignment referred to in clause 4(b) to every tenant with an existing Residential Tenancy Agreement;

(ii) ensure that the notice requirement under clause 4(c)(i) is provided in accordance with section 182 of the *Law of Property Act*; and

(iii) use its best endeavours to assist Territory Housing to ensure that all existing Residential Tenancy Agreements are replaced by a tenancy agreement that it is consistent with the Remote Public Housing Management Framework.

(d) JHI consents to Territory Housing:

(i) transferring, subletting or assigning this Sublease to a Northern Territory Entity;

(ii) tenanting, subletting or underleasing the Premises or part of the Premises in accordance with the Permitted Use; and

(iii) granting easements, licences, subleases, transfers or rights of access in relation to the Premises as and in the manner requested by Territory Housing from time to time.

(e) Nothing in clause 4(d) shall be taken to mean that JHI provides its consent to Territory Housing in respect of granting licences, subleases, transfers and rights of access in relation to the Premises beyond the Term without the consent of JHI.

5. Options

(a) At the expiry of the Initial Term or the First Option Period (as the case may be), this Sublease will automatically be renewed for the First Option Period or the Second Option Period (as the case may be) unless Territory Housing has, at least three months prior to the expiry of the Initial Term or the First Option Period (as the case may be), given notice to JHI that this Sublease will not be renewed from that date.

(b) During the First Option Period and the Second Option Period, the terms of this Sublease shall remain the same as during the Initial Term.

(c) For the sake of certainty it is acknowledged that Territory Housing does not have any legal right to an extension of this Sublease beyond the expiry of the Second Option Period, however if requested by Territory Housing, JHI agrees to negotiate in good faith to extend this Sublease after that date.

6. Rates, charges and taxes

(a) Territory Housing must pay all rates, charges and taxes in respect of the Premises and any building located upon the Premises.

(b) JHI must promptly forward any notices in respect of rates, charges or taxes in relation to the Premises to Territory Housing.

(c) Nothing in clause 6(a) prevents Territory Housing from recovering rates, charges and taxes from any underlessee or licensee, including JCAC pursuant to the Underlease.

7. Utility charges

(a) Territory Housing must pay for all electricity, water and gas consumed or used by Territory Housing on the Premises.

(b) Nothing in clause 7(a) prevents Territory Housing from passing liability for the consumption of electricity, water or gas to an underlessee or licensee, including JCAC pursuant to the Underlease.

8. Compliance with Headleases

All of JHI's covenants and obligations contained in each Headlease are incorporated and deemed to be incorporated mutatis mutandis into this Sublease as if they were specifically set out in this Sublease, and Territory Housing agrees with JHI in relation to the Premises in and on the same terms conditions and covenants as JHI as lessee has covenanted and agreed with the NTA as lessor.

9. Maintenance and transfer of ownership of Improvements

(a) The parties acknowledge and agree that:

(i) ownership of all Improvements existing on the Premises at the Commencement Date will be transferred to Territory Housing;

(ii) all Improvements constructed on the Premises during the Term are the property of Territory Housing;

(iii) Territory Housing is responsible for repairs and maintenance of Improvements on the Premises during the Term;

(iv) Territory Housing must maintain public housing on the Premises in accordance with the Remote Public Housing Management Framework; and

(v) upon expiration of the Term Territory Housing's interest in the Improvements will be transferred to JHI (and for the sake of certainty this includes Improvements transferred to Territory Housing under clause 9(a)(i), and all Improvements constructed under clause 9(a)(ii)).

(b) JHI warrants that it has not entered into any agreement with a tenant of any dwelling on the Premises which confer on the tenant a right to purchase the dwelling.

10. Services

(a) The parties acknowledge that the Services may be owned by one or more of JHI, Territory Housing, Power and Water Corporation, the Northern Territory of Australia, the Commonwealth of Australia, or other third parties.

(b) JHI agrees it will use its best endeavours to assist Territory Housing to negotiate and secure an agreement with such persons relating to the Services, as each party considers appropriate.

11. Construction of Infrastructure and Services

(a) JHI acknowledges that Territory Housing may construct, demolish, upgrade, extend, refurbish, landscape or do any other act or thing in relation to all Improvements and Services on the Premises, and in relation to the Premises generally.

(b) Prior to carrying out any construction work outside the existing footprint of a house or other structure on the Premises, Territory Housing must:

(i) obtain from the Aboriginal Areas Protection Authority an Authority Certificate in relation to any Sacred Sites on that part of the Premises, including, if there are any Sacred Sites, specific advice as to the footprint of any Sacred Site which must remain undisturbed by any such construction work; and

(ii) inform all of its employees, invitees, agents, contractors, sub-contractors, operators and other persons acting directly or indirectly with the authority of Territory Housing and engaged in any work on the Premises, of the existence of any of Sacred Sites and of the obligation to avoid and prevent any harm or disturbance to them.

12. Residential housing purchases

(a) Territory Housing and JHI will develop guidelines to enable local Aboriginals to acquire a long-term secure tenure in respect of individual houses and related land area (**Home Ownership Area**) located on the Premises.

(b) It is intended that:

(i) the Home Ownership Area will be excised from this Sublease and a new sublease (Long Term Sublease) of the Home Ownership Area be granted directly by JHI to that local Aboriginal; and

(ii) this Sublease will not apply to that Home Ownership Area following the excision.

13. Use of Premises

Territory Housing must:

(a) not use the Premises for any purpose other than the Permitted Use without the written consent of JHI; and

(b) provide public housing on the Premises.

14. Quiet enjoyment

JHI covenants with Territory Housing that Territory Housing may peaceably hold and enjoy the Premises during the Term without any interruption or disturbance from JHI or any person lawfully claiming through or under JHI.

15. Termination

(a) JHI:

(i) acknowledges and agrees that, with the exception of a breach set out in clause 15(b), damages is an adequate remedy for any breach of this Sublease by Territory Housing;

(ii) waives any rights it may have whether under this Sublease, at law, in equity or otherwise, to terminate this Sublease due to a breach of this Sublease by Territory Housing; and

(iii) to the extent that the waiver in clause 15(a)(ii) is not binding, covenants with Territory Housing that, with the exception of a breach set out in clause 15(b), it will not exercise any rights to terminate this Sublease due to a breach of this Sublease by Territory Housing.

(b) The parties agree that:

(i) the obligations on Territory Housing in clause 13 are fundamental terms of this Sublease; and

(ii) clauses 15(a)(ii) and 15(a)(iii) do not apply to a breach by Territory Housing of clause 13.

(c) JHI may not commence any action or do any act to terminate this Sublease for a breach of clause 13 unless:

(i) it provides to Territory Housing written notice detailing the alleged breach; and

(ii) Territory Housing does not remedy the breach within six months of receipt of that notice.

(d) If Crown Lease Term 01142 and Special Purpose Lease 0540 are consolidated to create a new Crown Lease in Perpetuity, the parties must do all things necessary to ensure that the rights granted to Territory Housing under this Sublease continue under the new Crown Lease in Perpetuity.

16. Change of Definition of 'Premises'

(a) If the Special Purpose Lease referred to in Paragraph 8 of Item 1 **(SPL 0540)** terminates after execution of this Sublease but prior to the consents required under clause 3(a) being obtained, then:

(i) Item 1 is amended by deleting the reference to SPL 0540;

(ii) if a Crown Lease in Perpetuity is granted to JHI in respect of the land formerly the subject of SPL 0540, the definition of 'Premises' is amended by inserting that new Crown Lease in Perpetuity into Item 1; and

(iii) if SPL 0540 and Crown Lease Term 01142 **(CLT 01142)** are both terminated, and a single Crown Lease in Perpetuity is granted to JHI in respect of the land formerly the subject of SPL 0540 and CLT 01142, the definition of 'Premises' is amended by inserting that new Crown Lease in Perpetuity into Item 1.

(b) Without limiting clause 23(b), if any of the Headleases, or the headlease set out in the middle column of Part B Item 1, terminates during the Term, then:

(i) Item 1 is amended by deleting the reference to that Headlease;

(ii) that part of the Premises relating to that Headlease is excised from the Premises;

(iii) that excision has no effect on the remaining parts of the Premises;

(iv) the parties must do all things necessary, including varying this Sublease and signing any other documents, to reflect that this Sublease continues in respect of the remaining parts of the Premises; and

(v) if a new Crown Lease in Perpetuity is granted to JHI in respect of the land formerly the subject of that Headlease, the definition of 'Premises' is amended by inserting that new Crown Lease in Perpetuity into Item 1.

17. Underlease

(a) This Sublease is conditional upon Territory Housing and JCAC executing the Underleases as required under clause 16(b) of the sublease between Territory Housing and JCAC.

(b) JHI consents to Territory Housing granting to JCAC an underlease of the Underlease Areas.

18. Dispute resolution

(a) The parties agree that a dispute arising under this Sublease will be dealt with as follows:

(i) the party claiming that there is a dispute will give the other party a notice setting out the nature of the dispute;

(ii) within 7 Business Days after receipt of that notice each party will seek to negotiate a resolution, with the representatives of each party being the people with day-to-day responsibility of the relevant issue;

(iii) failing settlement within 14 Business Days, CEO of Territory Housing and the General Manager of JHI will try to settle the dispute by direct negotiation between them;

(iv) failing settlement within a further 14 Business Days, the parties may agree to refer the dispute to mediation;

(v) the parties will cooperate fully with any process instigated under this clause in order to achieve a speedy resolution; and

(vi) if a resolution is not reached through mediation within a further 28 Business Days, either party may commence legal proceedings or exercise any other rights it may have under or in respect of this Sublease.

(b) Each party will bear its own costs of complying with this clause 18, and the parties must bear equally the cost of any third person engaged under clause 18(a)(iv).

(c) This clause 18 does not apply to legal proceedings by either party seeking urgent interlocutory relief.

19. Holding over

Where Territory Housing continues in occupation of the Premises after the expiration of the Term without any demand for possession having been made by JHI, Territory Housing is deemed to be holding the Premises under a yearly tenancy determinable at any time upon six month's notice (which notice may expire at any time) being given by either party to the other, at the same Rent and upon and subject to the same terms as are contained in this Sublease so far as they can be applied to a yearly tenancy.

20. Costs of Sublease

(a) Each party must each bear their own costs of and incidental to the negotiation, settlement, preparation and execution of this Sublease.

(b) Territory Housing will pay any costs associated with stamp duty, registration, planning approval and all other necessary consents and survey in respect of or in connection with this Sublease.

21. Notices and other communications

21.1 Service of notices

A notice, demand, consent, approval or communication under this agreement (**Notice**) must be:

(a) in writing, in English and signed by a person duly authorised by the sender; and

(b) hand delivered or sent by prepaid post or facsimile to the recipient's address for Notices specified in the Details, as varied by any Notice given by the recipient to the sender.

21.2 Effective on receipt

A Notice given in accordance with clause 21.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

(a) if hand delivered, on delivery;

(b) if sent by prepaid post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia);

(c) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the entire Notice unless, within eight Business Hours after the transmission, the recipient informs the sender that it has not received the entire Notice,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

22. Goods and Services Tax

(a) For the purposes of this clause:

(i) GST Act means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and

(ii) adjustment event, adjustment note, GST, input tax credit and taxable supply have the meanings given to those terms in the GST Act.

(b) Unless otherwise stated, all amounts payable by one party to the other party under this Sublease are exclusive of GST.

(c) A recipient of a taxable supply made under this Sublease must pay to the supplier an amount equivalent to any GST paid or payable by the supplier in respect of the taxable supply, subject to the supplier issuing a valid tax invoice in accordance with the GST Act to the recipient.

(d) A party's obligation to reimburse the other party for an amount paid or payable to a third party includes GST on the amount paid or payable to the third party, except to the extent that the party being reimbursed is entitled to claim an input tax credit for that GST.

(e) Each party must issue an adjustment note to the other party as soon as it becomes aware of an adjustment event relating to a taxable supply by it under this Sublease.

23. Miscellaneous

(a) This Sublease may be executed by the parties in any number of counterparts and all counterparts taken together will constitute one instrument.

(b) Any term of this Sublease which is not applicable to the Premises or which is repugnant to the general interpretation of this Sublease or which is invalid unlawful void or unenforceable shall be capable of severance without affecting any of the other terms of this Sublease.

(c) If this Sublease is unable to be registered for any reason, if necessary, the parties must do all things including signing new documents, subleases and underleases to enable a sublease to be registered over the Premises. This includes, if necessary, splitting the various areas contained in this Sublease into separate subleases and underleases.

(d) JHI consents to Territory Housing completing or amending any Land Title Office panel form which may be required to register this Sublease, or any amendment to this Sublease contemplated in this Sublease, from time to time. JHI agrees to sign such documents as may be necessary to achieve this.

(e) This Sublease shall not create any relationship between JHI and Territory Housing other than the relationship of sublessor and sublessee.

Schedule 1 - Sublease Particulars

1.	**Premises**	Headlease	Premises
		Part A	
		1. Crown Lease in Perpetuity 01103	1. Lot 2051 Town of Tennant Creek from plan S 86/060 (Kargaru)
		2. Crown Lease in Perpetuity 01114	2. Lot 2055 Town of Tennant Creek from plan S 86/102B (Marla Marla)
		3. Crown Lease in Perpetuity 01191	3. Lot 1273 Town of Tennant Creek from plan S 74/062A (Munji-Marla)
		4. Crown Lease in Perpetuity 01192	4. Lot 1004 Town of Tennant Creek from plan B 000314 (The Village)
		5. Crown Lease in Perpetuity 01122	5. Lot 2065 Town of Tennant Creek from plan S 88/37 (Tinkarli)
		6. Crown Lease in Perpetuity 01113	6. Lot 2057 Town of Tennant Creek from plan S 86/102A (Village Camp)
		7. Crown Lease in Perpetuity 01123	7. Lot 2066 Town of Tennant Creek from plan S 88/37 (Wuppa)
		8. Special Purpose Lease 0540	8. Lot 1271 Town of Tennant Creek from plan S 80/190 (Ngalpa Ngalpa)
		* The Headlease and Premises with corresponding numbers are the same parcel of land.	
		Part B	
		9. Crown Lease Term 01142	9. Lot 2125 Town of Tennant Creek from plan S96/271
2.	**Commencement Date**	The day on which both Ministers provide their consent under clause 3 (a)(i) and (ii) of this Sublease.	
3.	**Term of Sublease**	20 years commencing on the Commencement Date	
4.	**Option Periods**	First Option Period is 20 years Second Option Period is 20 years.	

5.	**Permitted Use**	Territory Housing must only use, and permit the use of, the Premises for any use consistent with the purpose of the Headlease.

Signing page

EXECUTED as an agreement.

Signed by **Chief Executive Officer (Housing)** in the presence of

Kara Maclean.

Signature of witness

Kara Maclean
Executive Assistant

Name of witness (print)

Signature of Chief Executive Officer (Housing)

D.J. Ritchie
Chief Executive

Name of Chief Executive Officer (Housing) (print)

The Common Seal of **Julalikari Housing Incorporated** was affixed hereto this 20 day of October 2008 in our presence pursuant to a resolution of the Council passed on the 20 day of ~~20th~~ October 2008

JULALIKARI HOUSING INCORPORATED
COMMON SEAL

Geoffrey Shannon

Council Member Geoffrey Shannon

Name of Council Member

Council Member

GINA MAREE SMITH

Name of Council Member

Annexure A

Underlease

Form 32

Section 65

Land Title Act
REGISTRAR-GENERAL'S DIRECTIONS

NORTHERN TERRITORY OF AUSTRALIA

U	**L**	**No:**
S	**L**	**No:**

IMPORTANT NOTICE

Please Note Privacy Statement Overleaf

Commissioner of Taxes use only (NOTE 1)

SUBLEASE

The owner of the lease subleases to the tenant the estate and interest in the land described and the tenant accepts this sublease of the land for the term and at the rent stipulated and subject to the covenants and conditions contained below or on the back of this document and acknowledges the amount payable or other consideration for the lease. (NOTES 2 – 3)

ESTATE AND INTEREST

Lease being subleased: Number: Each Lease listed in the right hand column of Item 1 of Schedule 1, except Special Purpose Lease 0540, Lot 1271 Town of Tenant Creek from plan S80/190, Crown Lease in Perpetuity Term 1114, Lot 1273 Town of Tennant Creek from Plan S74/062A and Crown Lease in Perpetuity Term 1192, Lot 1004 Town of Tennant Creek from Plan B000314.. (NOTE 4)

Register	Volume	Folio	Location	Lot Description	Plan	Unit
CT	501	041	Town of Tennant Creek	2051	S86/060	
CT	312	089	Town of Tennant Creek	2055	S86/102B	
CT	371	160	Town of Tennant Creek	2065	S88/37	
CT	371	161	Town of Tennant Creek	2066	S88/37	
CT	728	827	Town of Tennant Creek	2125	S96/271	
CT	311	019	Town of Tennant Creek	2057	S 86/102A	

(NOTE 5)

INTEREST BEING SUBLEASED: Part of the Lots being Administrative Lot Numbers: 2267(A), 2275(A), 2283(A), 2303 (A), 2630 (A), 2414 (A), 2417 (A), 2249(A), 2209 (A), 2418(A), 2191 (A) and 2227(A) as shaded in red on the plan attached at Annexure A. (NOTE 6)

MARKET RENT UNDER THE SUB-LEASE		GST AMOUNT	(NOTE 7)
OTHER CONSIDERATION (Include Nil or Nominal Rent)	$1	GST AMOUNT $0.09	

OWNER OF THE LEASE: Chief Executive Officer (Housing) (NOTE 8)

TENANT: Julalikari Council Aboriginal Corporation, PO Box 158, Tennant Creek NT 0861 (NOTE 9)

TENANCY: Joint Tenants/Tenants in Common (Shareholding) (NOTE 10)

TERM OF SUBLEASE

Commencing:	Expiring:	Right of Renewal:
___/___/2008	___/___/2018	No

(NOTE 11)

Registered on ..... At .....

CONSENTS

(NOTE 12)

The Common Seal of Julalikari Council Aboriginal Corporation was affixed hereto this day of October 2008 in our presence pursuant to a resolution of the Council passed on the day of 2008

.....
Council Member: (Full name)

.....
Council Member: (Full name)

.....
SIGNED by Chief Executive Officer (Housing)

on (Date) .....

In the presence of:

.....
Qualified Witness:

.....

.....

(NOTE 13)

CONSENT OF INTEREST HOLDERS

Instrument type: .....

Instrument No: .....

Name of Parties: .....

.....
I the registered proprietor of the interest shown above consent to the registration of this instrument.

Signed: .....

(Date): .....
In the presence of:

.....

Name of Qualified Witness: .....

Address or Telephone No.: .....

Instrument type: .....

Instrument No: .....

Name of Parties: .....

.....
I the registered proprietor of the interest shown above consent to the registration of this instrument.

Signed: .....

(Date): .....
In the presence of:

.....

Name of Qualified Witness: .....

Address or Telephone No.: .....

COVENANTS

It is hereby covenanted by and between the owner of lease and the tenant as follows;

☐ To comply with the provisions contained in Memorandum of Common Provisions recorded in the Register as LTO No.

☑ The conditions and covenants implied by Sections 117 & 119 *Law of Property Act* shall not apply. (delete one)

☑ To comply with the provisions annexed to this lease.

PRIVACY STATEMENT – LAND REGISTER FORMS

The Registrar-General's Office is authorised by the *Land Title Act* to collect the information on this form for the establishment and maintenance of the Land Register, which is made available for search by any person, anywhere, including through the Internet, upon payment of a fee. The information is regularly provided to other NT Government agencies, the Australian Valuation Office, local governments, the Australian Bureau of Statistics, the Australian Taxation Office or other Commonwealth Agencies as required or authorised by law, and some private sector organisations for conveyancing, local government, valuation, statistical, administrative and other purposes. The Department of Planning and Infrastructure also uses the information to prepare and sell or licence property sales reports to commercial organisations concerned with the development, sale or marketing of property.

Failure to provide the information in full or in part may prevent your application or transaction being completed.

Your personal information provided on this form can be subsequently accessed by you on request. If you have any queries please contact the Deputy Registrar-General on 8999 5318.

CL Underlease

Tennant Creek Community Living Areas

Chief Executive Officer (Housing) (**Territory Housing**)

Julalikari Council Aboriginal Corporation (**JCAC**)

MinterEllison

LAWYERS

LEVEL 4, 66 SMITH STREET, DARWIN NT 0800
TEL: +61 8 8901 5900 FAX: +61 8 8901 5901
www.minterellison.com

Underlease

Details		3
1.	Defined terms & interpretation	4
2.	Grant of Underlease	5
3.	Conditions	5
4.	Renewal	5
5.	Rates, charges and taxes	6
6.	Utility charges	6
7.	Compliance with Headleases	6
8.	Repairs and maintenance	6
9.	Use of CL Underlease Area	7
10.	Quiet enjoyment	7
11.	Breach	7
12.	Termination	7
13.	Change of Definition of 'Premises' and 'CL Underlease Areas'	8
14.	Dispute resolution	8
15.	Holding over	9
16.	Costs of CL Underlease	9
17.	Notices and other communications	9
18.	Goods and Services Tax	10
19.	Miscellaneous	10
Schedule 1 - CL Underlease Particulars		11
Signing page		12
Annexure A: Map of Underlease Areas		

Details

Date

2008

Parties

Name	**Chief Executive Officer (Housing)**
Short form name	**Territory Housing**
Notice details	1 Briggs Street, Darwin NT 0800 Facsimile: 08 8999 98488 Attention: General Manager

Name	**Julalikari Council Aboriginal Corporation**
Short form name	**JCAC**
Notice details	PO Box 158, Tennant Creek , NT 0861 Facsimile: 08 8962 3236 Attention: General Manager

Background

A Pursuant to the Headleases, the NTA granted leases of the part of the Premises to JHI, and part of the Premises to JCAC.

B JHI and JCAC each has granted, or will grant, a sublease of those parts of the Premises in relation to which they are lessee, to Territory Housing.

C Territory Housing wishes to grant an underlease of the CL Underlease Area to JCAC, and JCAC wishes to accept the grant of an underlease of the CL Underlease Area, on the terms of this CL Underlease.

D JHI consents, under clause 17 of its Sublease with Territory Housing, to Territory Housing granting to JCAC an underlease of those parts of the Premises in relation to which JHI is the lessee.

E Territory Housing also wishes to grant an underlease of the SPL Underlease Area to JCAC, and the parties have entered into, or will enter into, a separate underlease (**SPL Underlease**) in relation to the SPL Underlease Area.

F The consent of the Minister administering the *Crown Lands Act* is required pursuant to section 47 of the *Crown Lands Act* in order for Territory Housing to grant to JCAC this CL Underlease.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this Underlease:

Aboriginal has the meaning given in the Act;

Act means the *Aboriginal Land Rights (Northern Territory) Act 1976 (Cth)*;

Business Day means a day that is not a Saturday, Sunday or public holiday in the Northern Territory;

Business Hours means from 9.00am to 5.00pm on a Business Day;

CL Underlease means this underlease;

CL Underlease Area means, subject to clause 13, the areas shaded in red in the plans in Annexure A and labelled with the following Administrative Lot Numbers: 2418(A), 2191(A), 2303(A), 2267(A), 2275(A), 2283(A), 2209(A) 2417(A), 2414(A), 2630 (A), 2249(A) and 2227(A), and includes the Improvements and Services on the CL Underlease Area;

Commencement Date means the date specified in Item 2;

Headlease means each of the leases set out in the middle column of Item 1;

Improvement includes buildings, structures, fixtures, fittings, plant, equipment and material or articles which are erected on or attached to the CL Underlease Area (including without limitation houses, fences, streetlights, power poles) but does not include Services;

Initial Term means the period specified in Item 3;

JCAC means Julalikari Council Aboriginal Corporation ABN 52 109 391 552 incorporated under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cth)*;

NTA means the Northern Territory of Australia;

Option Period means that period specified in Item 4;

Permitted Use means the uses specified in Item 5;

Premises means the premises described in the right-hand column of Item 1 and includes the Improvements and Services on the Premises;

Rent means $1.00 if demanded;

Services includes:

(a) all utilities and services on or connected to the Premises including water, gas, electricity, lighting, sanitation, drainage, stormwater, computer services, communication and telecommunication systems, oil and any other source or type of energy and fuel and includes all wires, cables, pipes ducts and conduits, tanks, electrical and mechanical plant and all other ancillary or associated parts and accessories; and

(b) all roads and footpaths on the Premises;

SPL Underlease means the underlease referred to in Recital E;

Sublease means the sublease granted to by JHI to Territory Housing, and the sublease granted by JCAC to Territory Housing; and

Term means the Initial Term, the First Option Period and the Second Option Period, unless this Underlease is terminated earlier.

1.2 Interpretation

In this Underlease, unless a contrary intention appears:

(a) a reference to an Item is a reference to an Item in Schedule 1;

(b) a reference to a Schedule is a reference to a Schedule to this Underlease;

(c) words in the singular include the plural and vice versa;

(d) words importing one gender include each of the other genders; and

(e) a reference to a party includes its successors in title.

2. Grant of Underlease

In consideration of the Rent and JCAC's covenants, Territory Housing underleases to JCAC the CL Underlease Area for the Permitted Use for the Term.

3. Conditions

3.1 Pre-conditions

(a) This CL Underlease is conditional upon:

(i) JHI, JCAC and Territory Housing entering into the Subleases;

(ii) JCAC and Territory Housing entering into the SPL Underlease;

(iii) the Minister administering the *Crown Lands Act* providing his or her consent pursuant to section 47 of the *Crown Lands Act* in relation to the Subleases and this CL Underlease; and

(iv) the Minister administering the *Special Purpose Lease Act* providing his or her consent pursuant to section 6 of the *Special Purposes Leases Act* in relation to the Subleases and the SPL Underlease,

and the parties must execute this CL Underlease at the same time as the Subleases and the SPL Underlease are executed.

(b) The parties agree that:

(i) each party must use its reasonable endeavours to obtain the consents required under clause 3.1(a); and

(ii) if those consents are not obtained by 31 December 2008, either party may terminate this Sublease by giving written notice to the other party.

3.2 No assignment

JCAC must not assign or transfer, sublet, part with or share the possession of, grant any licence affecting, mortgage, encumber, charge or otherwise deal with or dispose of this CL Underlease or the CL Underlease Area.

4. Renewal

(a) Following execution of this CL Underlease, either party may cause to be lodged a plan of survey in respect of the CL Underlease Area, in accordance with section 49 of the *Licensed Surveyors Act*.

(b) Territory Housing is responsible for the cost of preparing and lodging the plan of survey.

(c) Conditional upon the plan of subdivision being approved by the Surveyor-General, either party may, by written notice to the other party at any time prior to six months before the end of the Initial Term, renew this CL Underlease for the Option Period.

(d) During the Option Period, the terms of this Underlease shall remain the same as during the Initial Term, except that this clause will be deleted.

(e) If anything in this clause 4 causes a party to breach section 61 of the *Planning Act*, then:

(i) this clause 4 (with the exception of the remainder of this clause 4(e)) is severed from this CL Underlease;

(ii) neither party will have an option to renew this CL Underlease; and

(iii) each party must, at the request of the other party, negotiate in good faith whether to renew this CL Underlease.

5. Rates, charges and taxes

JCAC must pay all rates, charges and taxes in respect of the CL Underlease Area and any building located upon the CL Underlease Area.

6. Utility charges

JCAC must pay for all electricity, water and gas consumed or used on the CL Underlease Area.

7. Compliance with Headleases

All of JHI's and JCAC's covenants and obligations contained in each Headlease and Sublease are incorporated and deemed to be incorporated into this CL Underlease as if they were specifically set out in this CL Underlease, and JCAC agrees with Territory Housing in relation to the CL Underlease Area in and on the same terms conditions and covenants as JHI and JCAC (each as lessee) has covenanted and agreed with the NTA (as lessor).

8. Repairs and maintenance

(a) JCAC is responsible for repairing and maintaining the CL Underlease Area during the Term and must ensure that the CL Underlease Area (including Improvements and all outside and open areas) are kept:

(i) clean;

(ii) neat and tidy in appearance;

(iii) in a state of reasonable repair; and

(iv) clear of graffiti and litter.

(b) Territory Housing and any person authorised by Territory Housing may at all reasonable times enter the CL Underlease Area and view its condition and state of repair, and if Territory Housing considers that there is any defect or damage which the JCAC is obliged to repair, Territory Housing may notify JCAC of the defect or damage and require JCAC to repair it within a reasonable time.

(c) If JCAC does not fulfil its obligations under clause 8(a) or (b), Territory Housing may (without any obligation to do so) undertake such repairs and maintenance and recover the cost of doing so from JCAC.

(d) Territory Housing may on reasonable notice enter onto the CL Underlease Area, to construct, demolish, upgrade, extend, refurbish, or do any other act or thing in relation to all Improvements and Services on the Premises, and in relation to the Premises generally.

(e) Territory Housing will not exercise its right under clause 8(d):

(i) unless it considers it reasonable for the purposes of ensuring:

(A) that nothing in or on the CL Underlease Area infringes, or otherwise adversely impacts on its occupation of the Premises;

(B) the CL Underlease Area is maintained in manner and up to a standards that is appropriate for the Permitted Use that relate to that particular CL Underlease Area; and

(C) the safety of any person;

(f) For the purposes of Territory Housing exercising its right under clause 8(d), in relation to the CL Underlease Areas that are marked 'C' (ceremonial and traditional Aboriginal purposes), and without limiting Territory Housing's right of entry under that clause, Territory Housing agrees to observe JCAC's reasonable requirements that assist Territory Housing to demonstrate respect for aboriginal cultural practices and beliefs, except in the case of emergency.

9. Use of CL Underlease Area

JCAC must not use the CL Underlease Area for any purpose other than the Permitted Use without the written consent of Territory Housing.

10. Quiet enjoyment

Territory Housing covenants with JCAC that JCAC may peaceably hold and enjoy the CL Underlease Area during the Term without any interruption or disturbance from Territory Housing or any person lawfully claiming through or under Territory Housing.

11. Breach

If:

(a) JCAC breaches any of its obligations under the SPL Underlease; and

(b) an equivalent obligation is imposed on JCAC under this CL Underlease,

then JCAC is deemed to have breached that equivalent obligation under this CL Underlease.

12. Termination

(a) If JCAC breaches any of its obligations under this CL Underlease, Territory Housing may terminate this CL Underlease in respect of the whole or a part of the CL Underlease Area if:

(i) it provides JCAC with written notice detailing the alleged breach; and

(ii) JCAC does not remedy the breach within 30 days of receipt of that notice.

(b) If Territory Housing elects to terminate this CL Underlease in respect of a part of the CL Underlease Area, the parties must do all things necessary, including varying this CL Underlease and signing any other documents, to excise that part of the CL Underlease Area and to reflect that this CL Underlease continues in respect of the remaining parts of the CL Underlease Area.

(c) If the SPL Underlease terminates for any reason, this CL Underlease automatically terminates on the same day.

(d) If Crown Lease Term 01142 and Special Purpose Lease 0540 are consolidated to create a new Crown Lease in Perpetuity, the parties must do all things necessary to ensure that the rights granted to JCAC under this CL Underlease in relation to Crown Lease Term 01142 continue under the new Crown Lease in Perpetuity.

13. Change of Definition of 'Premises' and 'CL Underlease Areas'

(a) If the Special Purpose Lease referred to in Paragraph 8 of Item 1 (**SPL 0540**) terminates after execution of this Sublease but prior to the consents required under clause 3.1(a) of this CL Underlease being obtained, then:

(i) Item 1 is amended by deleting the reference to SPL 0540;

(ii) if a Crown Lease in Perpetuity is granted to JHI in respect of the land formerly the subject of SPL 0540, the definition of 'Premises' is amended by inserting that new Crown Lease in Perpetuity into Item 1;

(iii) if SPL 0540 and Crown Lease Term 01142 (**CLT 01142**) are both terminated, and a single Crown Lease in Perpetuity is granted to JHI in respect of the land formerly the subject of SPL 0540 and CLT 01142, the definition of 'Premises' is amended by inserting that new Crown Lease in Perpetuity into Item 1; and

(iv) the CL Underlease Area will include the areas shaded in red in the plans that are labelled with Administrative Lot Numbers 2166(A) and 2183(A).

(b) Without limiting clause 19(b), if any of the Headleases terminates during the Term, then:

(i) Item 1 is amended by deleting the reference to that Headlease;

(ii) that part of the CL Underlease Area relating to that Headlease is excised from the CL Underlease Area;

(iii) that excision has no effect on the remaining parts of the CL Underlease Area;

(iv) the parties must do all things necessary, including varying this CL Underlease and signing any other documents, to reflect that this CL Underlease continues in respect of the remaining parts of the CL Underlease Area; and

(v) if a new Crown Lease in Perpetuity is granted to JHI in respect of the land formerly the subject of that Headlease, the definition of 'Premises' is amended by inserting that new Crown Lease in Perpetuity into Item 1.

14. Dispute resolution

(a) The parties agree that a dispute arising under this CL Underlease will be dealt with as follows:

(i) the party claiming that there is a dispute will give the other party a notice setting out the nature of the dispute;

(ii) within 7 Business Days after receipt of that notice each party will seek to negotiate a resolution, with the representatives of each party being the people with day-to-day responsibility of the relevant issue;

(iii) failing settlement within 14 Business Days, CEO of Territory Housing and the General Manager of JCAC will try to settle the dispute by direct negotiation between them;

(iv) failing settlement within a further 14 Business Days, the parties may agree to refer the dispute to mediation;

(v) the parties will cooperate fully with any process instigated under this clause in order to achieve a speedy resolution; and

(vi) if a resolution is not reached through mediation within a further 28 Business Days, either party may commence legal proceedings or exercise any other rights it may have under or in respect of this CL Underlease.

(b) Each party will bear its own costs of complying with this clause14, and the parties must bear equally the cost of any third person engaged under clause 14(a)(iv).

(c) This clause 14 does not apply to legal proceedings by either party seeking urgent interlocutory relief.

15. Holding over

Where JCAC continues in occupation of the CL Underlease Area after the expiration of the Term without any demand for possession having been made by Territory Housing, JCAC is deemed to be holding the CL Underlease Area under a monthly tenancy determinable at any time upon 30 day's notice (which notice may expire at any time) being given by either party to the other, at the same Rent and upon and subject to the same terms as are contained in this CL Underlease so far as they can be applied to a monthly tenancy.

16. Costs of CL Underlease

(a) Each party must each bear their own costs of and incidental to the negotiation, settlement, preparation and execution of this CL Underlease.

(b) Territory Housing will pay any costs associated with stamp duty, registration, planning approval and all other necessary consents and survey in respect of or in connection with this CL Underlease.

17. Notices and other communications

17.1 Service of notices

A notice, demand, consent, approval or communication under this CL Underlease (**Notice**) must be:

(a) in writing, in English and signed by a person duly authorised by the sender; and

(b) hand delivered or sent by prepaid post or facsimile to the recipient's address for Notices specified in the Details, as varied by any Notice given by the recipient to the sender.

17.2 Effective on receipt

A Notice given in accordance with clause 17.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

(a) if hand delivered, on delivery;

(b) if sent by prepaid post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia);

(c) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the entire Notice unless, within eight Business Hours after the transmission, the recipient informs the sender that it has not received the entire Notice,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

18. Goods and Services Tax

(a) For the purposes of this clause:

(i) GST Act means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and

(ii) adjustment event, adjustment note, GST, input tax credit and taxable supply have the meanings given to those terms in the GST Act.

(b) Unless otherwise stated, all amounts payable by one party to the other party under this CL Underlease are exclusive of GST.

(c) A recipient of a taxable supply made under this CL Underlease must pay to the supplier an amount equivalent to any GST paid or payable by the supplier in respect of the taxable supply, subject to the supplier issuing a valid tax invoice in accordance with the GST Act to the recipient.

(d) A party's obligation to reimburse the other party for an amount paid or payable to a third party includes GST on the amount paid or payable to the third party, except to the extent that the party being reimbursed is entitled to claim an input tax credit for that GST.

(e) Each party must issue an adjustment note to the other party as soon as it becomes aware of an adjustment event relating to a taxable supply by it under this CL Underlease.

19. Miscellaneous

(a) This CL Underlease may be executed by the parties in any number of counterparts and all counterparts taken together will constitute one instrument.

(b) Any term of this CL Underlease which is not applicable to the CL Underlease Area or which is repugnant to the general interpretation of this CL Underlease or which is invalid unlawful void or unenforceable shall be capable of severance without affecting any of the other terms of this CL Underlease.

(c) JCAC consents to Territory Housing completing or amending any Land Title Office panel form which may be required to register this CL Underlease, or any amendment to this CL Underlease contemplated in this CL Underlease, from time to time. JCAC agrees to sign such documents as may be necessary to achieve this.

(d) This CL Underlease shall not create any relationship between JCAC and Territory Housing other than the relationship of underlessor and underlessee.

Schedule 1 - CL Underlease Particulars

1.	**Premises**	Headlease	Premises
		1. Crown Lease in Perpetuity 01103	1. Lot 2051 Town of Tennant Creek from plan S 86/060 (Kargaru)
		2. Crown Lease in Perpetuity 01114	2. Lot 2055 Town of Tennant Creek from plan S 86/102B (Marla Marla)
		3. Crown Lease in Perpetuity 01191	3. Lot 1273 Town of Tennant Creek from plan S 74/062A (Munji-Marla)
		4. Crown Lease in Perpetuity 01192	4. Lot 1004 Town of Tennant Creek from plan B 000314 (The Village)
		5. Crown Lease in Perpetuity 01122	5. Lot 2065 Town of Tennant Creek from plan S 88/37 (Tinkarli)
		6. Crown Lease in Perpetuity 01113	6. Lot 2057 Town of Tennant Creek from plan S 86/102A (Village Camp)
		7. Crown Lease in Perpetuity 01123	7. Lot 2066 Town of Tennant Creek from plan S 88/37 (Wuppa)
		8. Special Purpose Lease 0540	8. Lot 1271 Town of Tennant Creek from plan S 80/190 (Ngalpa Ngalpa)
		9. Crown Lease Term 01142	9. Lot 2125 Town of Tennant Creek from plan S96/271
		* The Headlease and Premises with corresponding numbers are the same parcel of land.	
2.	**Commencement Date**	The day on which the Minister provides his or her consent under clause 3.1(a) of this CL Underlease	
3.	**Term of Underlease**	10 years commencing on the Commencement Date	
4.	**Option Periods**	The balance of the period of the Sublease, including any option periods under the Sublease	
5.	**Permitted Use**	For those areas on the plan marked A, community buildings and spaces. For those areas on the plan marked B, child care centres. For those areas on the plan marked C, ceremonial and traditional Aboriginal purposes.	

Signing page

EXECUTED as an agreement.

Signed by **Chief Executive Officer (Housing)** in the presence of

Signature of witness ←

Name of witness (print)

Signature of Chief Executive Officer (Housing) ←

Name of Chief Executive Officer (Housing) (print)

The Common Seal of **Julalikari Council Aboriginal Corporation** was affixed hereto this day of October 2008 in our presence pursuant to a resolution of the Council passed on the day of 2008:

Council Member ←

Name of Council Member

Council Member ←

Name of Council Member

Annexure A

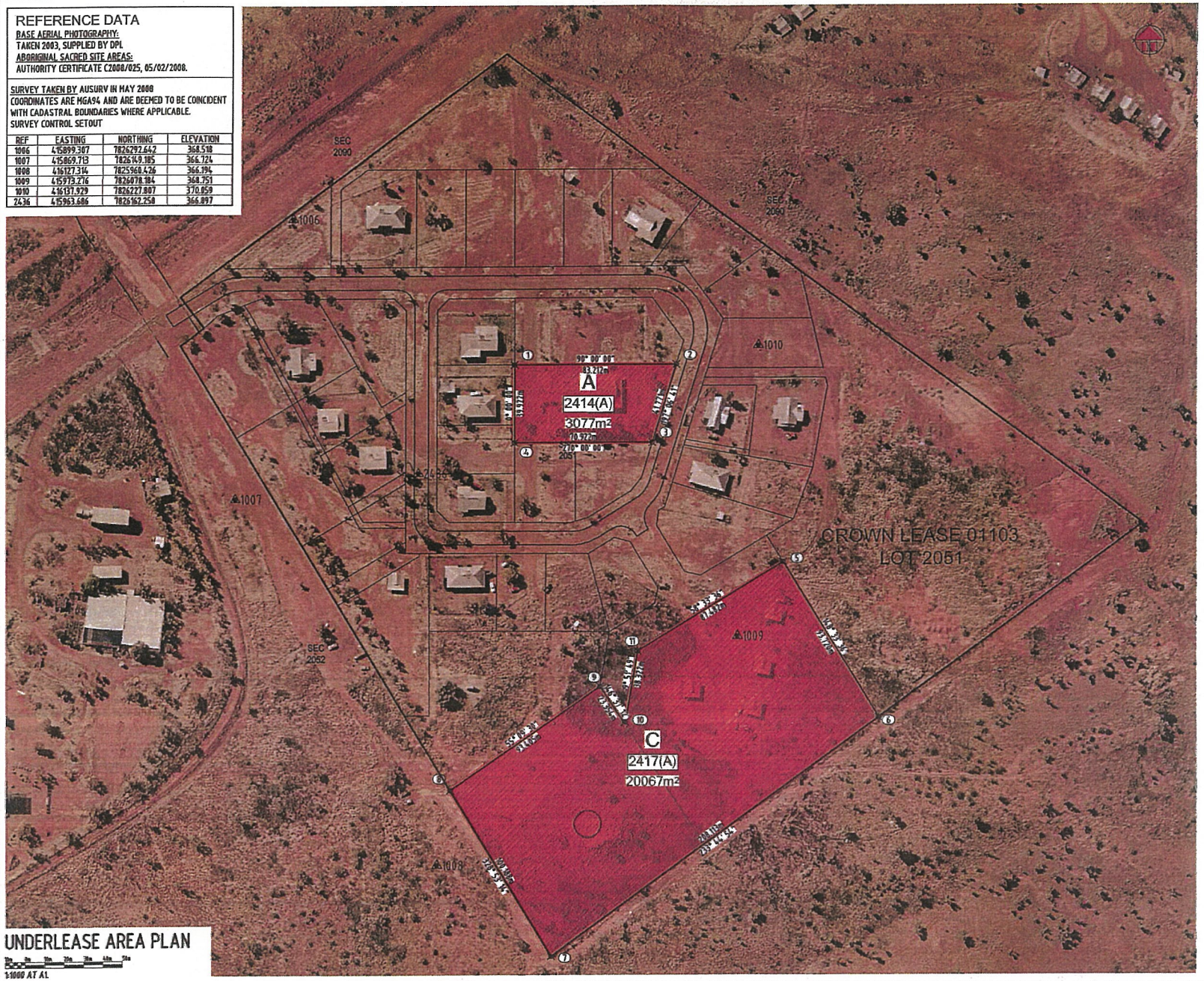
Map of CL Underlease Area

REFERENCE DATA

BASE AERIAL PHOTOGRAPHY:
TAKEN 2003, SUPPLIED BY DPI.
ABORIGINAL SACRED SITE AREAS:
AUTHORITY CERTIFICATE C2008/025, 05/02/2008.

SURVEY TAKEN BY AUSURV IN MAY 2008
COORDINATES ARE MGA94 AND ARE DEEMED TO BE COINCIDENT WITH CADASTRAL BOUNDARIES WHERE APPLICABLE.
SURVEY CONTROL SETOUT

REF	EASTING	NORTHING	ELEVATION
1006	415899.307	7826292.642	368.518
1007	415869.713	7826149.185	366.724
1008	416127.314	7825960.426	366.194
1009	415973.276	7826078.184	368.751
1010	416137.929	7826227.807	370.859
2436	415963.686	7826162.258	366.897



SETTING OUT TABLE

POINT	EASTING	NORTHING
1	416012.5885	7826217.8511
2	416095.8885	7826217.8511
3	416083.5101	7826177.9288
4	416012.5885	7826177.9288
5	416150.6634	7826116.2117
6	416199.5482	7826036.2515
7	416031.7198	7825913.1871
8	415979.9501	7825998.9634
9	416056.6109	7826052.3266
10	416069.4601	7826033.8677
11	416076.0248	7826070.5804

UNDERLEASE AREA PLAN

1:1000 AT A1

No.	DESCRIPTION	DATE	INT.
A	ISSUE FOR ADMINISTRATIVE APPROVAL	09.10.2008	JTL

AMENDMENTS

OPUS QANTEC McWILLIAM
A.B.N. 79 008 342 055
Level 1, 69 Smith Street
Darwin NT 0801
GPO Box 4083 Darwin NT 0801
Telephone: (08) 8981 7600
Facsimile: (08) 8941 1802
E-Mail: darwin@opusqmcw.com.au

N-08004_01_UNDERLEASE

territory housing

DRAWN	CHECKED
SGE\JTL	J.ANTOUN
DATE OCT 2008	DATE OCT 2008
DESIGNED	CHECKED
DATE	DATE
DESIGN PROJECT LEADER	PROJECT OFFICER
DATE	DATE

Northern Territory Government
Department of Planning and Infrastructure

TENNANT CREEK
KARGARU (238)
INFRASTRUCTURE DESIGN PROJECT FOR TENNANT CREEK URBAN LIVING AREAS
CROWN LEASE IN PERPETUITY 01103
LOT 2051 TOWN OF TENNANT CREEK (FROM PLAN S 86/060)

FILE No.	ASSET No.	SHEET No.	DRAWING No.	AMEND.	SHEET SIZE
-	-	- OF -	R08-2033	A	A1

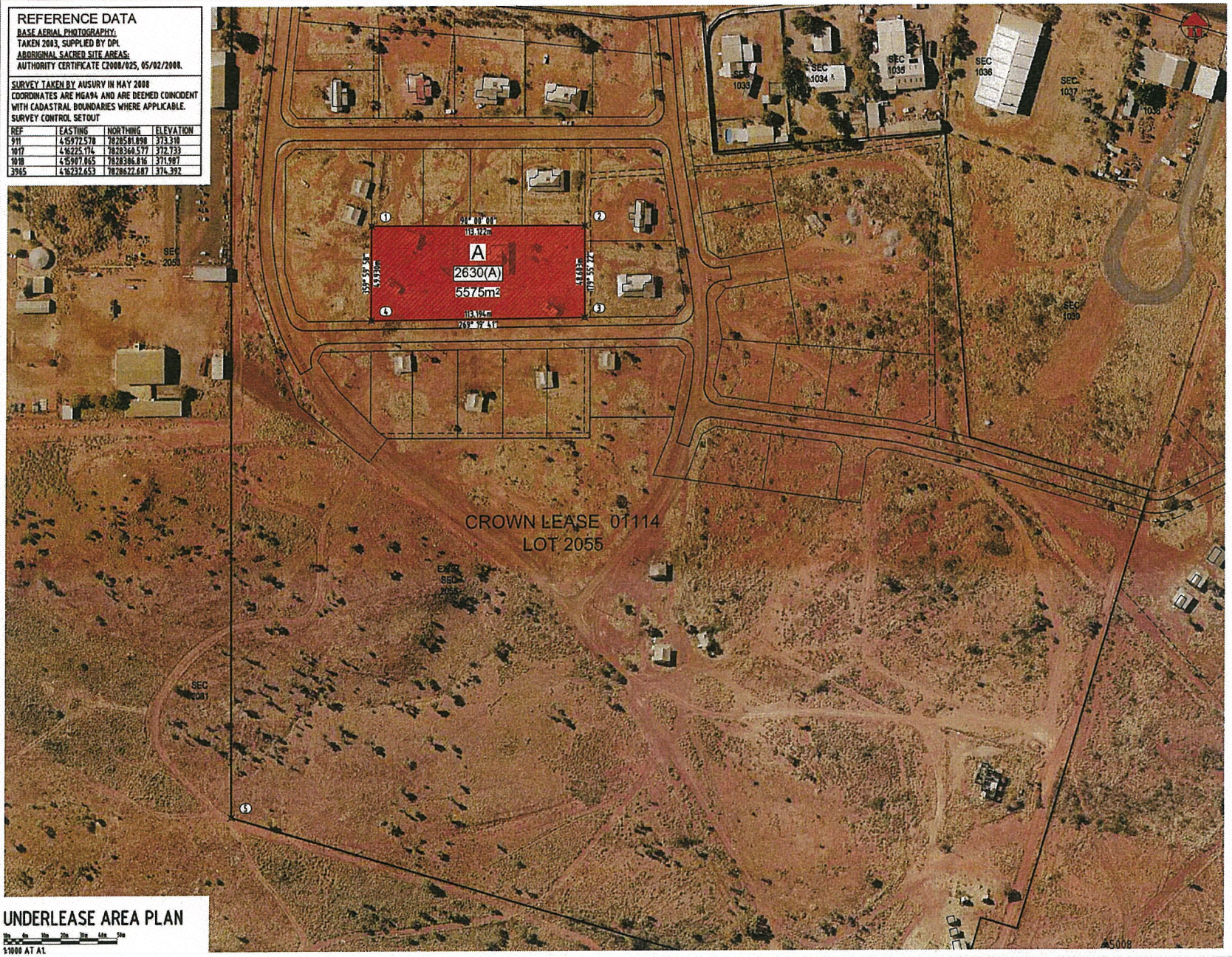
REFERENCE DATA

BASE AERIAL PHOTOGRAPHY:
TAKEN 2003, SUPPLIED BY DPI.

ABORIGINAL SACRED SITE AREAS:
AUTHORITY CERTIFICATE C2008/025, 05/02/2008.

SURVEY TAKEN BY AUSURV IN MAY 2008
COORDINATES ARE MGA94 AND ARE DEEMED COINCIDENT WITH CADASTRAL BOUNDARIES WHERE APPLICABLE.
SURVEY CONTROL SETOUT

REF	EASTING	NORTHING	ELEVATION
911	415972.578	7826581.898	373.318
1017	416225.174	7828360.577	372.733
1018	415907.065	7828386.816	371.987
3965	416232.653	7828672.687	374.392



SETTING OUT TABLE

POINT	EASTING	NORTHING
1	413866.536	7826526.692
2	413979.657	7826526.692
3	413979.723	7826478.089
4	413866.536	7826476.762
5	413793.668	7826214.728

UNDERLEASE AREA PLAN

1:1000 AT A1.

No.	DESCRIPTION	DATE	INT.
A	ISSUE FOR ADMINISTRATIVE APPROVAL	09.10.2008	SGE

AMENDMENTS

OPUS QANTEC McWILLIAM
A.B.N. 79 006 342 065
Level 1, 60 Smith Street
Darwin NT 0801
GPO Box 4083 Darwin NT 0801
Telephone: (08) 8981 7500
Facsimile: (08) 8941 1802
E-Mail: darwin@opusqmow.com.au
The Association of Consulting Engineers Australia
N-D8004.02

territory housing

DRAWN	SGE\JTL	CHECKED	J.ANTOUN
DATE	OCT 2008	DATE	OCT 2008
DESIGNED		CHECKED	
DATE		DATE	
DESIGN PROJECT LEADER		PROJECT OFFICER	
DATE		DATE	

Northern Territory Government
Department of Planning and Infrastructure

TENNANT CREEK
MARLA MARLA (223)
INFRASTRUCTURE DESIGN PROJECT FOR TENNANT CREEK URBAN LIVING AREAS
CROWN LEASE IN PERPETUITY 01114
LOT 2055 TOWN OF TENNANT CREEK (FROM PLAN 86/102B)

FILE No.	ASSET No.	SHEET No.	DRAWING No.	AMEND.	SHEET SIZE
-	-	- OF -	R08-2034	A	A1

G:\PROJECTS\2008-0034\CAD-0034-TENNANT CREEK URBAN LIVING\CAD-0034-MARLA MARLA\DRAWINGS\ET_MARLA_MARLA_CAD-0034-R2_UNDERLEASE.DWG

REFERENCE DATA

BASE AERIAL PHOTOGRAPHY:
TAKEN 2003, SUPPLIED BY DPI.
ABORIGINAL SACRED SITE AREAS:
AUTHORITY CERTIFICATE C2008/025, 05/02/2008.

SURVEY TAKEN BY AUSURV IN MAY 2008
COORDINATES ARE MGA94 AND ARE DEEMED TO BE COINCIDENT WITH CADASTRAL BOUNDARIES WHERE APPLICABLE .
SURVEY CONTROL SETOUT

REF	EASTING	NORTHING	ELEVATION
1311-1017	416225.174	7828360.577	372.733
989-1309	416322.540	7828444.501	731.836
3965	416232.653	7828622.687	374.392
1255	416496.997	7828545.623	375.362



SETTING OUT TABLE

POINT	EASTING	NORTHING
1	416372.609	7828706.525
2	416442.392	7828746.813
3	416506.212	7828673.352
4	416466.395	7828649.125
5	416455.241	7828652.129
6	416444.104	7828645.738
7	416440.748	7828633.344
8	416446.087	7828624.039
9	416426.310	7828612.414
10	416610.280	7828553.563
11	416632.983	7828527.430
12	416628.691	7828433.223
13	416603.070	7828431.891
14	416577.584	7828407.108
15	416553.527	7828449.032
16	416571.664	7828460.456
17	416562.834	7828475.866
18	416593.960	7828493.727
19	416573.584	7828532.353
20	416495.750	7828468.174
21	416517.651	7828429.992
22	416462.371	7828394.880
23	416438.994	7828435.618

UNDERLEASE AREA PLAN

1:1000 AT A1

No.	DESCRIPTION	DATE	INIT.
A	ISSUE FOR ADMINISTRATIVE APPROVAL	09.10.2008	JTL/SGE
	AMENDMENTS		

OPUS QANTEC McWILLIAM
A.B.N. 79 088 342 065
Level 1, 80 Smith Street
Darwin NT 0801
GPO Box 4083 Darwin NT 0801
Telephone: (08) 8981 7300
Facsimile: (08) 8941 1862
E-Mail: darwin@opusqmcw.com.au
N-D8004.06_UNDERLEASE

territory housing

DRAWN	CHECKED
SGE\JTL	J.ANTOUN
DATE OCT 2008	DATE OCT 2008
DESIGNED	CHECKED
DATE	DATE
DESIGN PROJECT LEADER	PROJECT OFFICER
DATE	DATE

Northern Territory Government
Department of Planning and Infrastructure

TENNANT CREEK
TINKARLI (681)
INFRASTRUCTURE DESIGN PROJECT FOR TENNANT CREEK URBAN LIVING AREAS
CROWN LEASE PERPETUITY 01122
LOT 2065 TOWN OF TENNANT CREEK (FROM PLAN S 88/37)

FILE No.	ASSET No.	SHEET No.	DRAWING No.	AMEND.	SHEET SIZE
-	-	OF -	ROB-2038	A	A1

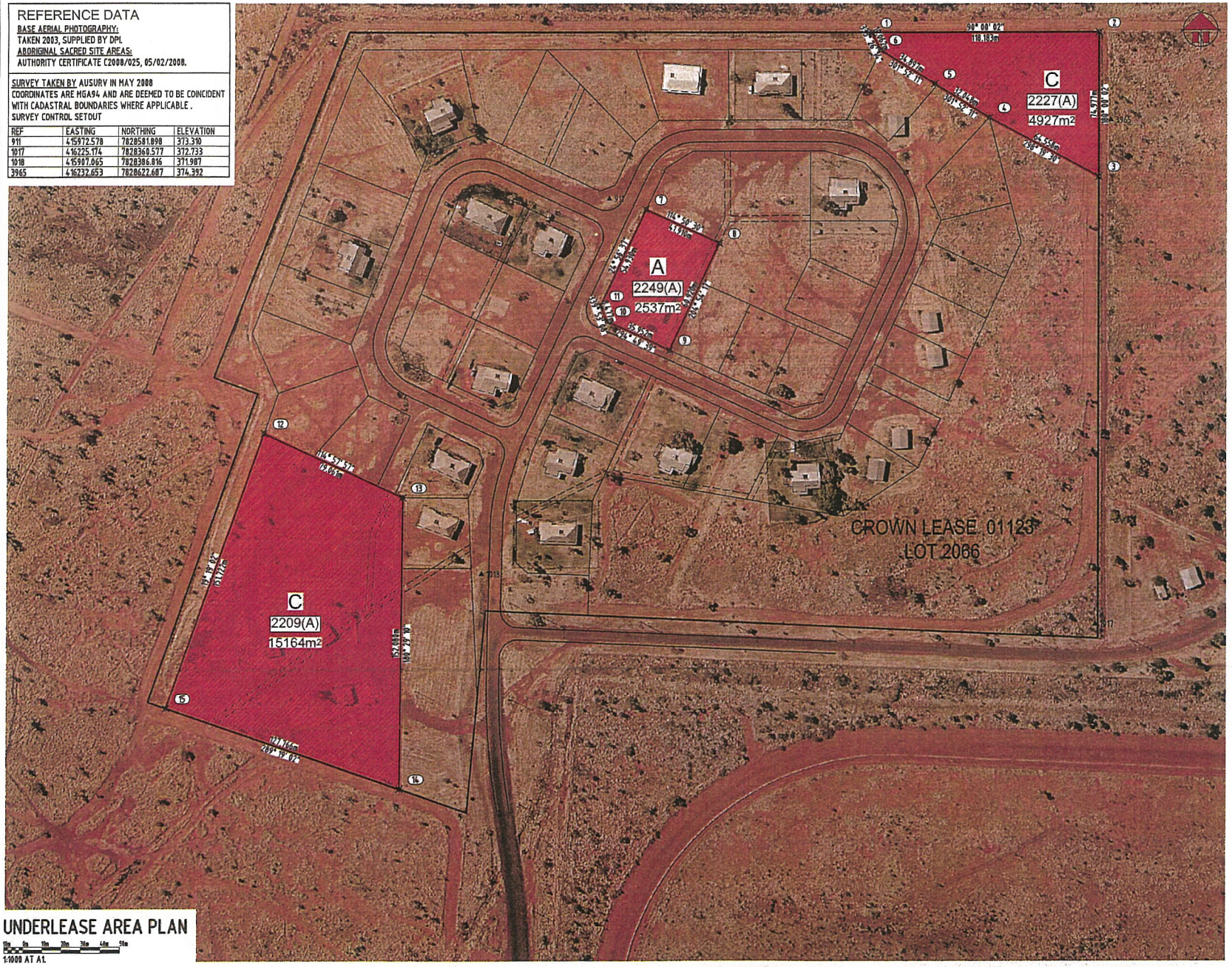
G:\PROJECTS\2008-OPUS\W-D8004 - TENNANT CREEK URBAN LIVING\W-D8004.APLW-D8004.A0 DRAWINGS\06 TINKARLI\W-D8004.06_UNDERLEASE.DWG

REFERENCE DATA

BASE AERIAL PHOTOGRAPHY:
TAKEN 2003, SUPPLIED BY DPI.
ABORIGINAL SACRED SITE AREAS:
AUTHORITY CERTIFICATE C2008/025, 05/02/2008.

SURVEY TAKEN BY AUSURV IN MAY 2008
COORDINATES ARE MGA94 AND ARE DEEMED TO BE COINCIDENT WITH CADASTRAL BOUNDARIES WHERE APPLICABLE.
SURVEY CONTROL SETOUT

REF	EASTING	NORTHING	ELEVATION
911	415972.578	7828581.898	373.310
1017	416225.174	7828360.577	372.733
1018	415907.065	7828386.816	371.987
3965	416232.653	7828622.687	374.392



SETTING OUT TABLE

POINT	EASTING	NORTHING
1	416108.372	7828668.391
2	416226.555	7828668.390
3	416226.554	7828593.413
4	416169.726	7828624.045
5	416141.299	7828641.718
6	416112.872	7828659.391
7	415991.592	7828576.279
8	416029.625	7828558.672
9	416003.971	7828503.417
10	415971.342	7828518.513
11	415968.427	7828526.472
12	415794.124	7828460.277
13	415865.797	7828426.907
14	415864.507	7828274.832
15	415743.934	7828317.096

UNDERLEASE AREA PLAN

1:1000 AT A1.

No.	DESCRIPTION	DATE	INIT.
A	ISSUE FOR ADMINISTRATIVE APPROVAL	09.10.2008	JTL/SGE
	AMENDMENTS		

OPUS QANTEC McWILLIAM
A.B.N. 79 088 342 065
Level 1, 80 Smith Street
Darwin NT 0801
GPO Box 4083 Darwin NT 0801
Telephone: (08) 8981 7500
Facsimile: (08) 8941 1882
E-Mail: darwin@opusqmcw.com.au
The Association of Consulting Engineers Australia
N-D8004.05_UNDERLEASE

territory housing

DRAWN	JTL\SGE	CHECKED	J.ANTOUN
DATE	OCT 2008	DATE	OCT 2008
DESIGNED		CHECKED	
DATE		DATE	
DESIGN PROJECT LEADER		PROJECT OFFICER	
DATE		DATE	

Northern Territory Government
Department of Planning and Infrastructure

TENNANT CREEK
WUPPA (684)
INFRASTRUCTURE DESIGN PROJECT FOR TENNANT CREEK URBAN LIVING AREAS
CROWN LEASE PERPETUITY 01123
LOT 2066 TOWN OF TENNANT CREEK (FROM PLAN S 88/37)

FILE No.	ASSET No.	SHEET No.	DRAWING No.	AMEND.	SHEET SIZE
-	-	OF -	ROB-2037	A	A1

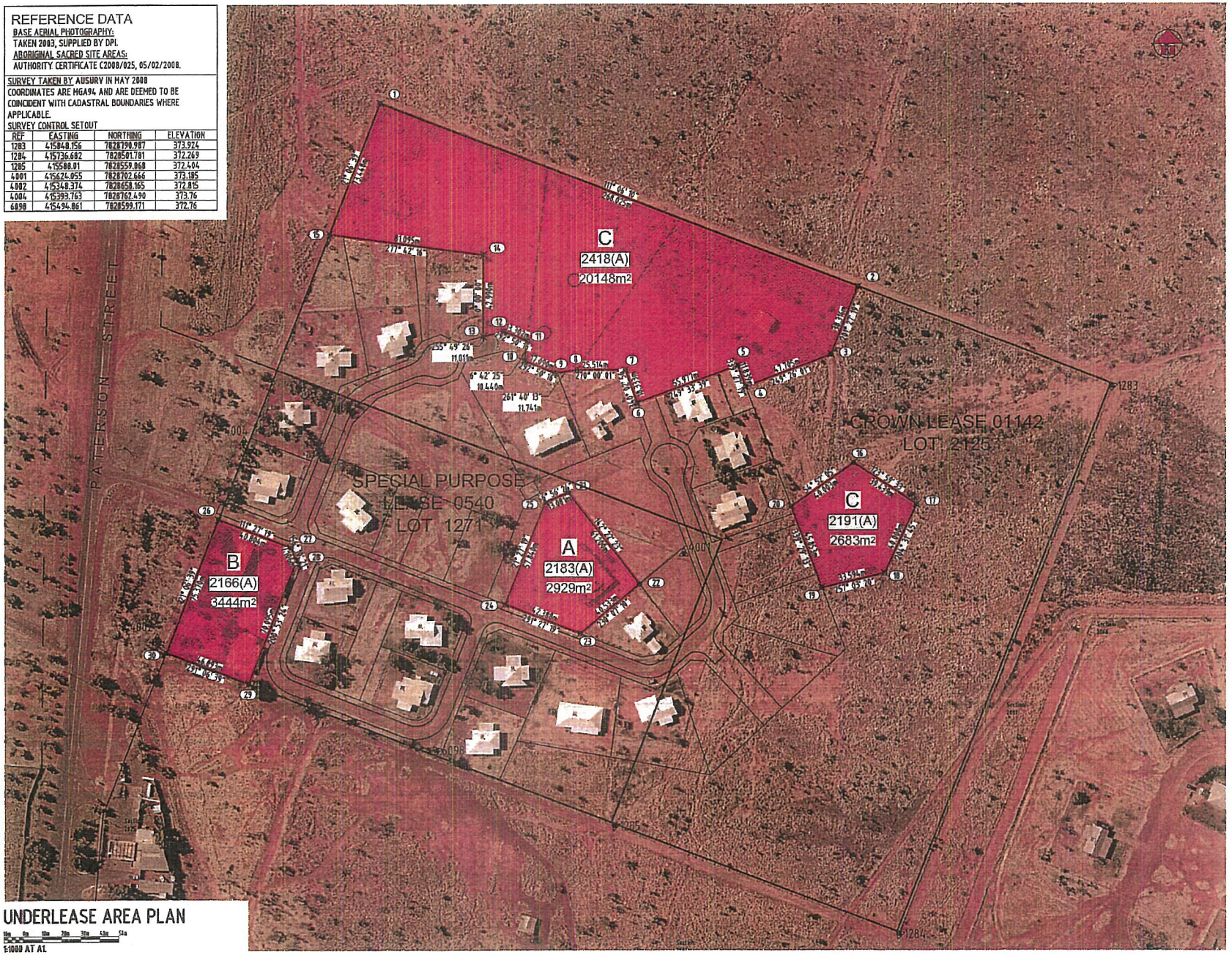
G:\PROJECTS\684-QW\CIVIL\684-...-TENNANT CREEK URBAN LIVING\01-PLANS\684-2037A.DWG - WUPPA (684).05 - UNDERLEASING

REFERENCE DATA

BASE AERIAL PHOTOGRAPHY:
TAKEN 2003, SUPPLIED BY DPI.
ABORIGINAL SACRED SITE AREAS:
AUTHORITY CERTIFICATE C2008/025, 05/02/2008.

SURVEY TAKEN BY AUSURV IN MAY 2008
COORDINATES ARE MGA94 AND ARE DEEMED TO BE COINCIDENT WITH CADASTRAL BOUNDARIES WHERE APPLICABLE.
SURVEY CONTROL SETOUT

REF	EASTING	NORTHING	ELEVATION
1283	415848.156	7828790.987	373.924
1284	415736.682	7828501.781	372.269
1285	415588.01	7828559.068	372.404
4001	415624.055	7828702.666	373.185
4002	415348.374	7828658.165	372.815
4004	415393.763	7828762.490	373.76
6098	415494.861	7828599.171	372.76



SETTING OUT TABLE

POINT	EASTING	NORTHING
1	415446.900	7828940.800
2	415714.950	7828843.500
3	415700.935	7828807.839
4	415656.270	7828791.081
5	415652.115	7828802.167
6	415599.663	7828782.619
7	415593.407	7828799.852
8	415567.893	7828799.852
9	415556.275	7828798.151
10	415540.525	7828804.784
11	415541.744	7828815.153
12	415529.485	7828820.316
13	415518.809	7828817.619
14	415518.809	7828860.618
15	415438.446	7828871.481
16	415712.791	7828750.654
17	415745.491	7828728.604
18	415728.884	7828692.214
19	415696.143	7828684.689
20	415680.054	7828727.619
21	415563.492	7828735.064
22	415600.856	7828686.593
23	415569.751	7828660.603
24	415530.300	7828676.108
25	415551.457	7828729.940
26	415380.372	7828721.063
27	415418.348	7828786.138
28	415421.219	7828699.638
29	415396.225	7828634.150
30	415353.226	7828650.751

UNDERLEASE AREA PLAN

1:1000 AT A1.

No.	DESCRIPTION	DATE	INIT.
	AMENDMENTS		
A	ISSUE FOR ADMINISTRATIVE APPPROVAL	09.10.2008	JTL/SGE

OPUS QANTEC McWILLIAM
A.B.N. 78 003 342 008
Level 1, 63 Smith Street
Darwin NT 0801
GPO Box 4083 Darwin NT 0801
Telephone: (08) 8981 2500
Facsimile: (08) 8941 1882
E-Mail: darwin@opusqmcw.com.au
N-D8004.04

territory housing

DRAWN	CHECKED
SGE/JTL	J.ANTOUN
DATE OCT 2008	DATE OCT 2008
DESIGNED	CHECKED
DATE	DATE
DESIGN PROJECT LEADER	PROJECT OFFICER
DATE	DATE

Northern Territory Government
Department of Planning and Infrastructure

TENNANT CREEK
NGALPA NGALPA (246)
INFRASTRUCTURE DESIGN PROJECT FOR TENNANT CREEK URBAN LIVING AREAS
SPECIAL PURPOSE LEASE 0540 LOT 1271 TOWN OF TENNANT CREEK (FROM PLAN S 80/190)
AND CROWN LEASE TERM 01142 LOT 2125 TOWN OF TENNANT CREEK (FROM PLAN S 96/271)

FILE No.	ASSET No.	SHEET No.	DRAWING No.	AMEND.	SHEET SIZE
-	-	- OF -	R08-2036	A	A1

©COPYRIGHT OPUS QANTEC MCWILLIAM - TENNANT CREEK URBAN LIVING AREAS - NGALPA NGALPA - R08-2036.04 - UNDERLEASING.DWG

REFERENCE DATA

BASE AERIAL PHOTOGRAPHY:
TAKEN 2003, SUPPLIED BY DPI.
ABORIGINAL SACRED SITE AREAS:
AUTHORITY CERTIFICATE C2008/825, 05/02/2008.

SURVEY TAKEN BY AUSURV IN MAY 2008
COORDINATES ARE MGA94 AND ARE DEEMED TO BE COINCIDENT WITH CADASTRAL BOUNDARIES WHERE APPLICABLE.
SURVEY CONTROL SETOUT

REF	EASTING	NORTHING	ELEVATION
5007	414375.247	7826453.167	369.495
8004	414517.542	7826466.456	367.923
bj24_p059	414443.853	7826435.986	368.314



SETTING OUT TABLE

POINT	EASTING	NORTHING
1	414467.676	7826579.672
2	414533.907	7826559.874
3	414517.806	7826506.412
4	414451.635	7826526.038

UNDERLEASE AREA PLAN

10m 0m 10m 20m 30m 40m 50m
1:1000 AT A1.

No.	DESCRIPTION	DATE	INT.
B	AMENDED FOR ADMINISTRATIVE APPROVAL	15.10.2008	JTL/SGE
A	ISSUE FOR ADMINISTRATIVE APPROVAL	09.10.2008	JTL/SGE

AMENDMENTS

OPUS QANTEC McWILLIAM
A.B.N. 79 088 342 065
Level 1, 80 Smith Street
Darwin NT 0801
GPO Box 4083 Darwin NT 0801
Telephone: (08) 8981 7600
Facsimile: (08) 8941 1882
E-Mail: darwin@opusqmow.com.au
The Association of Consulting Engineers Australia
N-D8004.87

territory housing

DRAWN	SGE\JTL	CHECKED	JANTOUN
DATE	OCT 2008	DATE	OCT 2008
DESIGNED		CHECKED	
DATE		DATE	
DESIGN PROJECT LEADER		PROJECT OFFICER	
DATE		DATE	

Northern Territory Government
Department of Planning and Infrastructure

TENNANT CREEK
VILLAGE AND SORRY CAMP (271)
INFRASTRUCTURE DESIGN PROJECT FOR TENNANT CREEK URBAN LIVING AREAS
CROWN LEASE PERPETUITY 01192 LOT 1004 TOWN OF TENNANT CREEK (FROM PLAN B 000314)
AND CROWN LEASE IN PERPETUITY 01113 LOT 2057 TOWN OF TENNANT CREEK (FROM PLAN S86/102A)

FILE No.	ASSET No.	SHEET No.	DRAWING No.	AMEND.	SHEET SIZE
-	-	C00.00 OF -	R08-2039	B	A1

Form 32

Section 65

Land Title Act

REGISTRAR-GENERAL'S DIRECTIONS

NORTHERN TERRITORY OF AUSTRALIA

U	**L**	**No:**
S	**L**	**No:**

Commissioner of Taxes use only (NOTE 1)

IMPORTANT NOTICE

Please Note Privacy Statement Overleaf

SUBLEASE

The owner of the lease subleases to the tenant the estate and interest in the land described and the tenant accepts this sublease of the land for the term and at the rent stipulated and subject to the covenants and conditions contained below or on the back of this document and acknowledges the amount payable or other consideration for the lease. (NOTES 2 – 3)

ESTATE AND INTEREST	Lease being subleased: Number:	Special Purpose 0540 Lease, Lot 1271 Town of Tennant Creek from Plan S80/190 (NOTE 4)

Register	Volume	Folio	Location	Lot Description	Plan	Unit
CT	629	846	Town of Tennant Creek	1271	S80/190	

(NOTE 5)

INTEREST BEING SUBLEASED	Part of the Lot being Administrative Lot Numbers 2166(A) and 2183(A) as shaded in red on the plan attached at Annexure A		(NOTE 6)
MARKET RENT UNDER THE SUB-LEASE		GST AMOUNT	(NOTE 7)
OTHER CONSIDERATION (Include Nil or Nominal Rent)	$1	GST AMOUNT $0.09	
OWNER OF THE LEASE	Chief Executive Officer (Housing)		(NOTE 8)
TENANT	Julilakari Council Aboriginal Corporation, PO Box 158, Tennant Creek , NT 0861		(NOTE 9)
TENANCY	Joint Tenants/Tenants in Common (Shareholding)		(NOTE 10)

TERM OF SUBLEASE	Commencing:	Expiring:	Right of Renewal:	
	__/__/2008	__/__/2018	No	(NOTE 11)
CONSENTS				(NOTE 12)

The Common Seal of Julalikari Council Aboriginal Corporation was affixed hereto this day of October 2008 in our presence pursuant to a resolution of the Council passed on the day of 2008

.....

Council Member: (Full name)

.....

Council Member: (Full name)

.....

SIGNED by Chief Executive Officer (Housing)

on (Date) .....

In the presence of:

.....

Qualified Witness:

.....

.....

(NOTE 13)

Registered on ..... At .....

CONSENT OF INTEREST HOLDERS

Instrument type: .....

Instrument No: .....

Name of Parties: .....

.....

I the registered proprietor of the interest shown above consent to the registration of this instrument.

Signed: .....

(Date): .....
In the presence of:

.....

Name of Qualified Witness: .....

Address or Telephone No.: .....

Instrument type: .....

Instrument No: .....

Name of Parties: .....

.....

I the registered proprietor of the interest shown above consent to the registration of this instrument.

Signed: .....

(Date): .....
In the presence of:

.....

Name of Qualified Witness: .....

Address or Telephone No.: .....

COVENANTS

It is hereby covenanted by and between the owner of lease and the tenant as follows;

☐ To comply with the provisions contained in Memorandum of Common Provisions recorded in the Register as LTO No.

☑ The conditions and covenants implied by Sections 117 & 119 *Law of Property Act* shall not apply. (delete one)

☑ To comply with the provisions annexed to this lease.

PRIVACY STATEMENT – LAND REGISTER FORMS

The Registrar-General's Office is authorised by the *Land Title Act* to collect the information on this form for the establishment and maintenance of the Land Register, which is made available for search by any person, anywhere, including through the Internet, upon payment of a fee. The information is regularly provided to other NT Government agencies, the Australian Valuation Office, local governments, the Australian Bureau of Statistics, the Australian Taxation Office or other Commonwealth Agencies as required or authorised by law, and some private sector organisations for conveyancing, local government, valuation, statistical, administrative and other purposes. The Department of Planning and Infrastructure also uses the information to prepare and sell or licence property sales reports to commercial organisations concerned with the development, sale or marketing of property.

Failure to provide the information in full or in part may prevent your application or transaction being completed.

Your personal information provided on this form can be subsequently accessed by you on request. If you have any queries please contact the Deputy Registrar-General on 8999 5318.

SPL Underlease

Tennant Creek Community Living Areas

Chief Executive Officer (Housing) (**Territory Housing**)

Julalikari Council Aboriginal Corporation (**JCAC**)

MinterEllison

LAWYERS

LEVEL 4, 66 SMITH STREET, DARWIN NT 0800
www.minterellison.com

Underlease

Details		3
1.	Defined terms & interpretation	4
2.	Grant of Underlease	5
3.	Conditions	5
4.	Renewal	5
5.	Rates, charges and taxes	6
6.	Utility charges	6
7.	Compliance with Headleases	6
8.	Repairs and maintenance	6
9.	Use of SPL Underlease Area	7
10.	Quiet enjoyment	7
11.	Breach	7
12.	Termination	7
13.	Dispute resolution	7
14.	Holding over	8
15.	Costs of SPL Underlease	8
16.	Notices and other communications	8
17.	Goods and Services Tax	9
18.	Miscellaneous	9
Schedule 1 - SPL Underlease Particulars		11
Signing page		12
Annexure A: Map of Underlease Area		

Details

Date

2008

Parties

Name	**Chief Executive Officer (Housing)**
Short form name	**Territory Housing**
Notice details	1 Briggs Street, Darwin NT 0800 Facsimile: 08 8999 98488 Attention: General Manager

Name	**Julalikari Council Aboriginal Corporation**
Short form name	**JCAC**
Notice details	PO Box 158, Tennant Creek , NT 0861 Facsimile: 08 8962 3236 Attention: General Manager

Background

A Pursuant to the Headleases, the NTA granted leases of the part of the Premises to JHI, and part of the Premises to JCAC.

B JHI and JCAC each has granted, or will grant, a sublease of those parts of the Premises in relation to which they are lessee, to Territory Housing.

C Territory Housing wishes to grant an underlease of the SPL Underlease Area to JCAC, and JCAC wishes to accept the grant of an underlease of the SPL Underlease Area, on the terms of this SPL Underlease.

D Territory Housing also wishes to grant an underlease of the CL Underlease Area to JCAC, and the parties have entered into, or will enter into, a separate underlease (**CL Underlease**) in relation to the CL Underlease Area.

E JHI consents under clause 17.(b) of the Sublease between it and Territory Housing, to Territory Housing granting to JCAC an underlease of those parts of the Premises in relation to which they are lessee.

F The consent of the Minister administering the *Special Purpose Leases Act* is required pursuant to section 6 of the *Special Purpose Leases Act* in order for Territory Housing to grant to JCAC this SPL Underlease.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this Underlease:

Aboriginal has the meaning given in the Act;

Act means the *Aboriginal Land Rights (Northern Territory) Act 1976 (Cth)*;

Business Day means a day that is not a Saturday, Sunday or public holiday in the Northern Territory;

Business Hours means from 9.00am to 5.00pm on a Business Day;

CL Underlease means the underlease referred to in Recital D;

Commencement Date means the date specified in Item 2;

Headlease means each of the leases set out in the middle column of Item 1;

Improvement includes buildings, structures, fixtures, fittings, plant, equipment and material or articles which are erected on or attached to the SPL Underlease Area (including without limitation houses, fences, streetlights, power poles) but does not include Services;

Initial Term means the period specified in Item 3;

JCAC means Julalikari Council Aboriginal Corporation ABN 52 109 391 552 incorporated under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cth)*;

NTA means the Northern Territory of Australia;

Option Period means that period specified in Item 4;

Permitted Use means the uses specified in Item 5;

Premises means the premises described in the right-hand column of Item 1 and includes the Improvements and Services on the Premises;

Rent means $1.00 if demanded;

Services includes:

(a) all utilities and services on or connected to the Premises including water, gas, electricity, lighting, sanitation, drainage, stormwater, computer services, communication and telecommunication systems, oil and any other source or type of energy and fuel and includes all wires, cables, pipes ducts and conduits, tanks, electrical and mechanical plant and all other ancillary or associated parts and accessories; and

(b) all roads and footpaths on the Premises;

SPL Underlease means this underlease;

SPL Underlease Area means the areas shaded in red in the plans in Annexure A and labelled with the following Administrative Lot Numbers 2166(A) and 2183(A), and includes the Improvements and Services on the Underlease Area;

Sublease means the sublease granted to by JHI to Territory Housing, and the sublease granted by JCAC to Territory Housing; and

Term means the Initial Term, the First Option Period and the Second Option Period, unless this Underlease is terminated earlier.

1.2 Interpretation

In this Underlease, unless a contrary intention appears:

(a) a reference to an Item is a reference to an Item in Schedule 1;

(b) a reference to a Schedule is a reference to a Schedule to this Underlease;

(c) words in the singular include the plural and vice versa;

(d) words importing one gender include each of the other genders; and

(e) a reference to a party includes its successors in title.

2. Grant of Underlease

In consideration of the Rent and JCAC's covenants, Territory Housing underleases to JCAC the SPL Underlease Area for the Permitted Use for the Term.

3. Conditions

3.1 Pre-conditions

(a) This Underlease is conditional upon:

(i) JHI, JCAC and Territory Housing entering into the Subleases;

(ii) JCAC and Territory Housing entering into the CL Underlease; and

(iii) the Minister administering the *Crown Lands Act* providing his or her consent pursuant to section 47 of the *Crown Lands Act* in relation to the Subleases and the CL Underlease; and

(iv) the Minister administering the *Special Purpose Lease Act* providing his or her consent pursuant to section 6 of the *Special Purposes Leases Act* in relation to the Subleases and this SPL Underlease;

and the parties must execute this SPL Underlease at the same time as the Subleases and the CL Underlease are executed.

(b) The parties agree that:

(i) each party must use its reasonable endeavours to obtain the consents required under clause 3.1(a); and

(ii) if those consents are not obtained by 31 December 2008, either party may terminate this Sublease by giving written notice to the other party.

3.2 No assignment

JCAC must not assign or transfer, sublet, part with or share the possession of, grant any licence affecting, mortgage, encumber, charge or otherwise deal with or dispose of this SPL Underlease or the SPL Underlease Area.

4. Renewal

The parties:

(a) acknowledge that neither party has an option to renew this SPL Sublease; and

(b) agree that each party must, at the request of the other party, negotiate in good faith whether to renew this SPL Underlease.

5. Rates, charges and taxes

JCAC must pay all rates, charges and taxes in respect of the SPL Underlease Area and any building located upon the SPL Underlease Area.

6. Utility charges

JCAC must pay for all electricity, water and gas consumed or used on the SPL Underlease Area.

7. Compliance with Headleases

All of JHI's and JCAC's covenants and obligations contained in each Headlease and Sublease are incorporated and deemed to be incorporated into this SPL Underlease as if they were specifically set out in this SPL Underlease, and JCAC agrees with Territory Housing in relation to the SPL Underlease Area in and on the same terms conditions and covenants as JHI and JCAC (each as lessee) has covenanted and agreed with the NTA (as lessor).

8. Repairs and maintenance

(a) JCAC is responsible for repairing and maintaining the SPL Underlease Area during the Term and must ensure that the SPL Underlease Area (including Improvements and all outside and open areas) are kept:

(i) clean;

(ii) neat and tidy in appearance;

(iii) in a state of reasonable repair; and

(iv) clear of graffiti and litter.

(b) Territory Housing and any person authorised by Territory Housing may at all reasonable times enter the SPL Underlease Area and view its condition and state of repair, and if Territory Housing considers that there is any defect or damage which the JCAC is obliged to repair, Territory Housing may notify JCAC of the defect or damage and require JCAC to repair it within a reasonable time.

(c) If JCAC does not fulfil its obligations under clause 8(a) or (b), Territory Housing may (without any obligation to do so) undertake such repairs and maintenance and recover the cost of doing so from JCAC.

(d) Territory Housing may on reasonable notice enter onto the SPL Underlease Area, to construct, demolish, upgrade, extend, refurbish, or do any other act or thing in relation to all Improvements and Services on the Premises, and in relation to the Premises generally.

(e) Territory Housing will not exercise its right under clause 8(d), unless it considers it reasonable for the purposes of ensuring:

(i) that nothing in or on the SPL Underlease Area infringes, or otherwise adversely impacts on its occupation of the Premises;

(ii) the SPL Underlease Area is maintained in manner and up to a standards that is appropriate for the Permitted Use that relate to that particular SPL Underlease Area; and

(iii) the safety of any person.

(f) For the purposes of Territory Housing exercising its right under clause 8(d), in relation to the SPL Underlease Areas that are marked 'C' (ceremonial and traditional Aboriginal purposes), and without limiting Territory Housing's right of entry under that clause, Territory Housing agrees to observe JCAC's reasonable requirements that assist Territory Housing to demonstrate respect for aboriginal cultural practices and beliefs, except in the case of emergency.

9. Use of SPL Underlease Area

JCAC must not use the SPL Underlease Area for any purpose other than the Permitted Use without the written consent of Territory Housing.

10. Quiet enjoyment

Territory Housing covenants with JCAC that JCAC may peaceably hold and enjoy the SPL Underlease Area during the Term without any interruption or disturbance from Territory Housing or any person lawfully claiming through or under Territory Housing.

11. Breach

If:

(a) JCAC breaches any of its obligations under the CL Underlease; and

(b) an equivalent obligation is imposed on JCAC under this SPL Underlease,

then JCAC is deemed to have breached that equivalent obligation under this SPL Underlease.

12. Termination

(a) If JCAC breaches any of its obligations under this SPL Underlease, Territory Housing may terminate this SPL Underlease if:

(i) it provides JCAC with written notice detailing the alleged breach; and

(ii) JCAC does not remedy the breach within 30 days of receipt of that notice.

(b) If the CL Underlease terminates for any reason, this SPL Underlease automatically terminates on the same day.

(c) If Crown Lease Term 01142 and Special Purpose Lease 0540 are consolidated to create a new Crown Lease in Perpetuity, the parties must do all things necessary to ensure that the rights granted to JCAC under this SPL Underlease continue under the new Crown Lease in Perpetuity.

13. Dispute resolution

(a) The parties agree that a dispute arising under this SPL Underlease will be dealt with as follows:

(i) the party claiming that there is a dispute will give the other party a notice setting out the nature of the dispute;

(ii) within 7 Business Days after receipt of that notice each party will seek to negotiate a resolution, with the representatives of each party being the people with day-to-day responsibility of the relevant issue;

(iii) failing settlement within 14 Business Days, CEO of Territory Housing and the General Manager of JCAC will try to settle the dispute by direct negotiation between them;

(iv) failing settlement within a further 14 Business Days, the parties may agree to refer the dispute to mediation;

(v) the parties will cooperate fully with any process instigated under this clause in order to achieve a speedy resolution; and

(vi) if a resolution is not reached through mediation within a further 28 Business Days, either party may commence legal proceedings or exercise any other rights it may have under or in respect of this SPL Underlease.

(b) Each party will bear its own costs of complying with this clause 12(a), and the parties must bear equally the cost of any third person engaged under clause 13(a)(iv).

(c) Clause 12(a) does not apply to legal proceedings by either party seeking urgent interlocutory relief.

14. Holding over

Where JCAC continues in occupation of the SPL Underlease Area after the expiration of the Term without any demand for possession having been made by Territory Housing, JCAC is deemed to be holding the SPL Underlease Area under a monthly tenancy determinable at any time upon 30 day's notice (which notice may expire at any time) being given by either party to the other, at the same Rent and upon and subject to the same terms as are contained in this SPL Underlease so far as they can be applied to a monthly tenancy.

15. Costs of SPL Underlease

(a) Each party must each bear their own costs of and incidental to the negotiation, settlement, preparation and execution of this SPL Underlease.

(b) Territory Housing will pay any costs associated with stamp duty, registration, planning approval and all other necessary consents and survey in respect of or in connection with this SPL Underlease.

16. Notices and other communications

16.1 Service of notices

A notice, demand, consent, approval or communication under this SPL Underlease (**Notice**) must be:

(a) in writing, in English and signed by a person duly authorised by the sender; and

(b) hand delivered or sent by prepaid post or facsimile to the recipient's address for Notices specified in the Details, as varied by any Notice given by the recipient to the sender.

16.2 Effective on receipt

A Notice given in accordance with clause 16.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

(a) if hand delivered, on delivery;

(b) if sent by prepaid post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia);

(c) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the entire Notice unless, within eight Business Hours after the transmission, the recipient informs the sender that it has not received the entire Notice,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

17. Goods and Services Tax

(a) For the purposes of this clause:

(i) GST Act means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and

(ii) adjustment event, adjustment note, GST, input tax credit and taxable supply have the meanings given to those terms in the GST Act.

(b) Unless otherwise stated, all amounts payable by one party to the other party under this SPL Underlease are exclusive of GST.

(c) A recipient of a taxable supply made under this SPL Underlease must pay to the supplier an amount equivalent to any GST paid or payable by the supplier in respect of the taxable supply, subject to the supplier issuing a valid tax invoice in accordance with the GST Act to the recipient.

(d) A party's obligation to reimburse the other party for an amount paid or payable to a third party includes GST on the amount paid or payable to the third party, except to the extent that the party being reimbursed is entitled to claim an input tax credit for that GST.

(e) Each party must issue an adjustment note to the other party as soon as it becomes aware of an adjustment event relating to a taxable supply by it under this SPL Underlease.

18. Miscellaneous

(a) This SPL Underlease may be executed by the parties in any number of counterparts and all counterparts taken together will constitute one instrument.

(b) Any term of this SPL Underlease which is not applicable to the SPL Underlease Area or which is repugnant to the general interpretation of this SPL Underlease or which is invalid unlawful void or unenforceable shall be capable of severance without affecting any of the other terms of this SPL Underlease.

(c) Without limiting clause 18(b), if any of the Headleases terminates (including expires) during the Term, then:

(i) that part of the SPL Underlease Area relating to that Headlease is excised from the SPL Underlease Area;

(ii) that excision has no effect on the remaining parts of the SPL Underlease Area;

(iii) the parties must do all things necessary, including varying this SPL Underlease and signing any other documents, to reflect that this SPL Underlease continues in respect of the remaining parts of the SPL Underlease Area.

(d) JCAC consents to Territory Housing completing or amending any Land Title Office panel form which may be required to register this SPL Underlease, or any amendment to this SPL Underlease contemplated in this SPL Underlease, from time to time. JCAC agrees to sign such documents as may be necessary to achieve this.

(e) This SPL Underlease shall not create any relationship between JCAC and Territory Housing other than the relationship of underlessor and underlessee.

Schedule 1 - SPL Underlease Particulars

1.	**Premises**	Headlease	Premises
		1. Crown Lease in Perpetuity 01103	1. Lot 2051 Town of Tennant Creek from plan S 86/060 (Kargaru)
		2. Crown Lease in Perpetuity 01114	2. Lot 2055 Town of Tennant Creek from plan S 86/102B (Marla Marla)
		3. Crown Lease in Perpetuity 01191	3. Lot 1273 Town of Tennant Creek from plan S 74/062A (Munji-Marla)
		4. Crown Lease in Perpetuity 01192	4. Lot 1004 Town of Tennant Creek from plan B 000314 (The Village)
		5. Crown Lease in Perpetuity 01122	5. Lot 2065 Town of Tennant Creek from plan S 88/37 (Tinkarli)
		6. Crown Lease in Perpetuity 01113	6. Lot 2057 Town of Tennant Creek from plan S 86/102A (Village Camp)
		7. Crown Lease in Perpetuity 01123	7. Lot 2066 Town of Tennant Creek from plan S 88/37 (Wuppa)
		8. Special Purpose Lease 0540	8. Lot 1271 Town of Tennant Creek from plan S 80/190 (Ngalpa Ngalpa)
		9. Crown Lease Term 01142	9. Lot 2125 Town of Tennant Creek from plan S96/271
		* The Headlease and Premises with corresponding numbers are the same parcel of land.	
2.	**Commencement Date**	The day on which the Minister provides his or her consent under clause 3.1(a) of this SPL Underlease.	
3.	**Term of Underlease**	10 years commencing on the Commencement Date	
4.	**Option Periods**	Nil	
5.	**Permitted Use**	For those areas on the plan marked A, community buildings and spaces. For those areas on the plan marked B, child care centres. For those areas on the plan marked C, ceremonial and traditional Aboriginal purposes.	

Signing page

EXECUTED as an agreement.

Signed by **Chief Executive Officer (Housing)** in the presence of

Signature of witness ←

Name of witness (print)

Signature of Chief Executive Officer (Housing) ←

Name of Chief Executive Officer (Housing) (print)

The Common Seal of **Julalikari Council Aboriginal Corporation** was affixed hereto this day of October 2008 in our presence pursuant to a resolution of the Council passed on the day of 2008:

Council Member ←

Name of Council Member

Council Member ←

Name of Council Member

Annexure A

Map of SPL Underlease Area

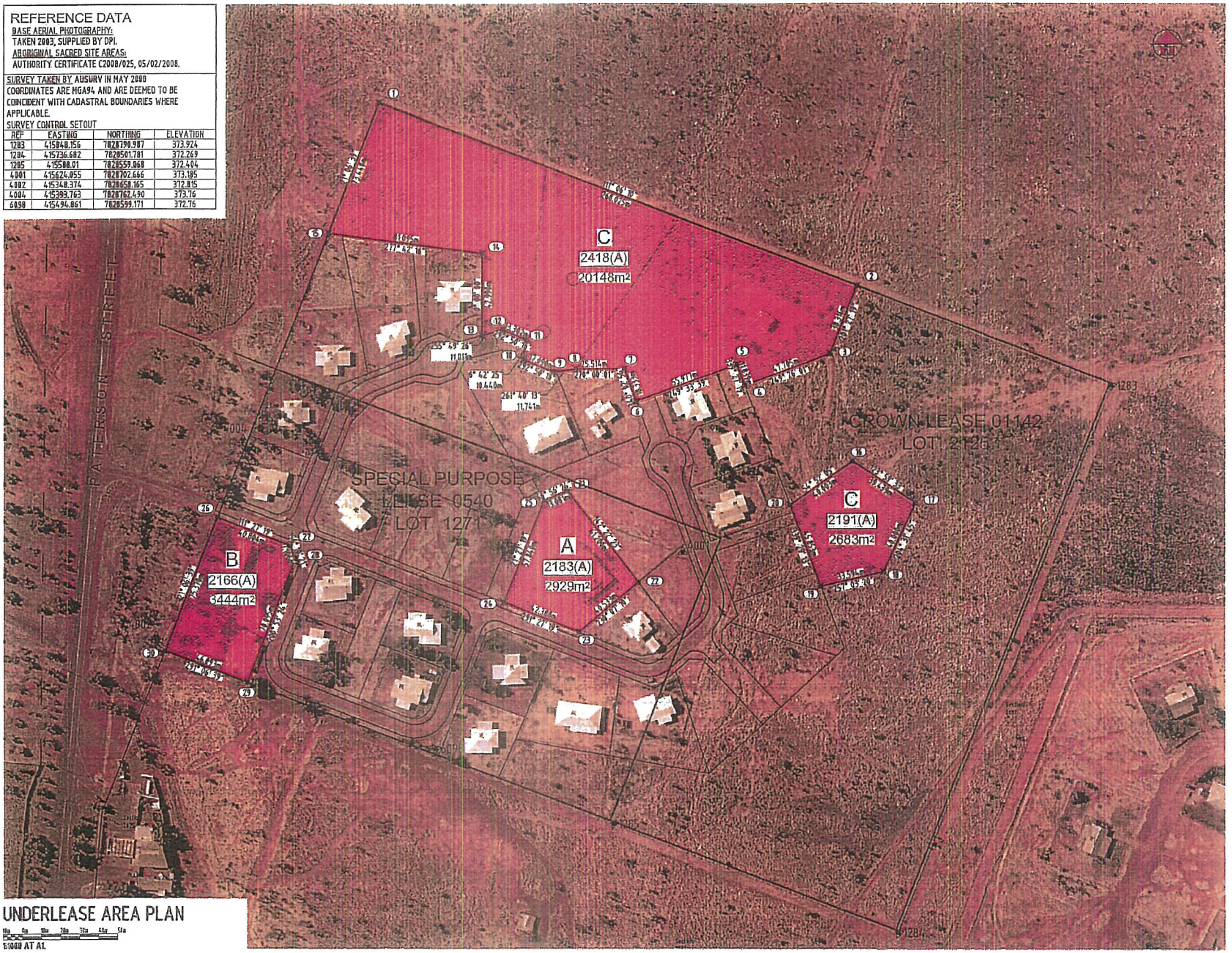
REFERENCE DATA

BASE AERIAL PHOTOGRAPHY:
TAKEN 2003, SUPPLIED BY DPI.
ABORIGINAL SACRED SITE AREAS:
AUTHORITY CERTIFICATE C2008/025, 05/02/2008.

SURVEY TAKEN BY AUSURV IN MAY 2008
COORDINATES ARE MGA94 AND ARE DEEMED TO BE COINCIDENT WITH CADASTRAL BOUNDARIES WHERE APPLICABLE.

SURVEY CONTROL SETOUT

REF	EASTING	NORTHING	ELEVATION
1283	415848.156	7828390.987	373.924
1284	415736.682	7828501.781	372.269
1285	415580.01	7828559.868	372.404
4001	415624.955	7828702.666	373.195
4002	415348.374	7828658.165	372.815
4004	415383.763	7828762.490	373.76
6038	415496.861	7828599.171	372.76



UNDERLEASE AREA PLAN

1:1000 AT A1

SETTING OUT TABLE

POINT	EASTING	NORTHING
1	415464.980	7828940.000
2	415714.950	7828043.500
3	415700.935	7828007.839
4	415656.270	7828791.081
5	415652.115	7828802.167
6	415599.663	7828782.679
7	415593.407	7828799.852
8	415567.893	7828799.852
9	415556.275	7828798.151
10	415540.525	7828804.784
11	415541.744	7828815.153
12	415529.485	7828829.316
13	415518.809	7828817.619
14	415518.809	7828860.618
15	415438.446	7828871.481
16	415712.791	7828758.654
17	415745.491	7828728.604
18	415728.884	7828692.214
19	415696.143	7828684.689
20	415680.054	7828727.619
21	415563.492	7828735.044
22	415600.856	7828686.593
23	415569.751	7828668.603
24	415530.300	7828676.108
25	415551.457	7828729.940
26	415380.372	7828721.863
27	415418.348	7828786.138
28	415421.219	7828699.638
29	415396.225	7828634.150
30	415353.226	7828650.751

No.	DESCRIPTION	DATE	INIT.
A	ISSUE FOR ADMINISTRATIVE APPPROVAL	04.12.2008	JTL/SGE

AMENDMENTS

OPUS QANTEC McWILLIAM
A.B.N. 78 009 342 008
Level 1, 60 Smith Street
Darwin NT 0800
GPO Box 4003 Darwin NT 0801
Telephone: (08) 8981 2300
Facsimile: (08) 8941 1081
E-Mail: darwin@qmcpl.com.au

territory housing

DRAWN	SGE/JTL	CHECKED	J.ANTOUN
DATE	OCT 2008	DATE	OCT 2008
DESIGNED		CHECKED	
DATE		DATE	
DESIGN PROJECT LEADER		PROJECT OFFICER	
DATE		DATE	

Northern Territory Government
Department of Planning and Infrastructure

TENNANT CREEK
NGALPA NGALPA (246)
INFRASTRUCTURE DESIGN PROJECT FOR TENNANT CREEK URBAN LIVING AREAS
SPECIAL PURPOSE LEASE 0540 LOT 1271 TOWN OF TENNANT CREEK (FROM PLAN S 90/190)
AND CROWN LEASE TERM 01142 LOT 2125 TOWN OF TENNANT CREEK (FROM PLAN S 96/271)

FILE No.	ASSET No.	SHEET No.	DRAWING No.	AMEND.	SHEET SIZE
-	-	- OF -	R08-2036	A	A1

Form 32

Section 65

Land Title Act
REGISTRAR-GENERAL'S DIRECTIONS

NORTHERN TERRITORY OF AUSTRALIA

U	**L**	**No:**
S	**L**	**No:**

Kara Maclean
Executive Assistant

IMPORTANT NOTICE

Please Note Privacy Statement Overleaf

Commissioner of Taxes use only (NOTE 1)

SUBLEASE

The owner of the lease subleases to the tenant the estate and interest in the land described and the tenant accepts this sublease of the land for the term and at the rent stipulated and subject to the covenants and conditions contained below or on the back of this document and acknowledges the amount payable or other consideration for the lease. (NOTES 2 – 3)

ESTATE AND INTEREST

Lease being subleased: Number:	Each Lease listed in the right hand column of Item 1 of Schedule 1, except Special Purpose Lease 0540, Lot 1271 Town of Tenant Creek from plan S80/190, Crown Lease in Perpetuity Term 1114, Lot 1273 Town of Tennant Creek from Plan S74/062A and Crown Lease in Perpetuity Term 1192, Lot 1004 Town of Tennant Creek from Plan B000314..

(NOTE 4)

Register	Volume	Folio	Location	Lot Description	Plan	Unit
CT	501	041	Town of Tennant Creek	2051	S86/060	
CT	312	089	Town of Tennant Creek	2055	S86/102B	
CT	371	160	Town of Tennant Creek	2065	S88/37	
CT	371	161	Town of Tennant Creek	2066	S88/37	
CT	728	827	Town of Tennant Creek	2125	S96/271	
CT	311	019	Town of Tennant Creek	2057	S 86/102A	

(NOTE 5)

INTEREST BEING SUBLEASED

Part of the Lots being Administrative Lot Numbers: 2267(A), 2275(A), 2283(A), 2303 (A), 2630 (A), 2414 (A), 2417 (A), 2249(A), 2209 (A), 2418(A), 2191 (A) and 2227(A) as shaded in red on the plan attached at Annexure A. (NOTE 6)

MARKET RENT UNDER THE SUB-LEASE		GST AMOUNT
OTHER CONSIDERATION (Include Nil or Nominal Rent)	$1	GST AMOUNT $0.09

(NOTE 7)

OWNER OF THE LEASE: Chief Executive Officer (Housing) (NOTE 8)

TENANT: Julalikari Council Aboriginal Corporation, PO Box 158, Tennant Creek NT 0861 (NOTE 9)

TENANCY: Joint Tenants/Tenants in Common (Shareholding) (NOTE 10)

TERM OF SUBLEASE

Commencing:	Expiring:	Right of Renewal:
___/___/2008	___/___/2018	No

(NOTE 11)

Registered on ……..…… At ……..……

CONSENTS (NOTE 12)

The Common Seal of Julalikari Council Aboriginal Corporation was affixed hereto this 20th day of October 2008 in our presence pursuant to a resolution of the Council passed on the 20th day of 2008

JULALIKARI COUNCIL ABORIGINAL CORPORATION COMMON SEAL

Geoffrey Shannon Geoffrey Shannon
Council Member: (Full name)

GINA MAREE SMITH
Council Member: (Full name)

SIGNED by Chief Executive Officer (Housing)
on (Date) 27 OCT 2008
In the presence of:
Kara Maclean.
Qualified Witness:
Kara Maclean
Executive Assistant

(NOTE 13)

CONSENT OF INTEREST HOLDERS

Instrument type: .....

Instrument No: .....

Name of Parties: .....

.....

I the registered proprietor of the interest shown above consent to the registration of this instrument.

Signed: .....

(Date): .....
In the presence of:

.....

Name of Qualified Witness: .....

Address or Telephone No.: .....

Instrument type: .....

Instrument No: .....

Name of Parties: .....

.....

I the registered proprietor of the interest shown above consent to the registration of this instrument.

Signed: .....

(Date): .....
In the presence of:

.....

Name of Qualified Witness: .....

Address or Telephone No.: .....

COVENANTS

It is hereby covenanted by and between the owner of lease and the tenant as follows;

☐ To comply with the provisions contained in Memorandum of Common Provisions recorded in the Register as LTO No.
☑ The conditions and covenants implied by Sections 117 & 119 *Law of Property Act* shall not apply. (delete one)
☑ To comply with the provisions annexed to this lease.

PRIVACY STATEMENT – LAND REGISTER FORMS

The Registrar-General's Office is authorised by the *Land Title Act* to collect the information on this form for the establishment and maintenance of the Land Register, which is made available for search by any person, anywhere, including through the Internet, upon payment of a fee. The information is regularly provided to other NT Government agencies, the Australian Valuation Office, local governments, the Australian Bureau of Statistics, the Australian Taxation Office or other Commonwealth Agencies as required or authorised by law, and some private sector organisations for conveyancing, local government, valuation, statistical, administrative and other purposes. The Department of Planning and Infrastructure also uses the information to prepare and sell or licence property sales reports to commercial organisations concerned with the development, sale or marketing of property.

Failure to provide the information in full or in part may prevent your application or transaction being completed.

Your personal information provided on this form can be subsequently accessed by you on request. If you have any queries please contact the Deputy Registrar-General on 8999 5318.

CL Underlease

Tennant Creek Community Living Areas

Chief Executive Officer (Housing) (**Territory Housing**)

Julalikari Council Aboriginal Corporation (**JCAC**)

MinterEllison

LAWYERS

LEVEL 4, 66 SMITH STREET, DARWIN NT 0800
TEL: +61 8 8901 5900 FAX: +61 8 8901 5901
www.minterellison.com

Underlease

Details		3
1.	Defined terms & interpretation	4
2.	Grant of Underlease	5
3.	Conditions	5
4.	Renewal	5
5.	Rates, charges and taxes	6
6.	Utility charges	6
7.	Compliance with Headleases	6
8.	Repairs and maintenance	6
9.	Use of CL Underlease Area	7
10.	Quiet enjoyment	7
11.	Breach	7
12.	Termination	7
13.	Change of Definition of 'Premises' and 'CL Underlease Areas'	8
14.	Dispute resolution	8
15.	Holding over	9
16.	Costs of CL Underlease	9
17.	Notices and other communications	9
18.	Goods and Services Tax	10
19.	Miscellaneous	10
Schedule 1 - CL Underlease Particulars		11
Signing page		12
Annexure A: Map of Underlease Areas		

Details

Date

2008

Parties

Name	**Chief Executive Officer (Housing)**
Short form name	**Territory Housing**
Notice details	1 Briggs Street, Darwin NT 0800 Facsimile: 08 8999 98488 Attention: General Manager

Name	**Julalikari Council Aboriginal Corporation**
Short form name	**JCAC**
Notice details	PO Box 158, Tennant Creek , NT 0861 Facsimile: 08 8962 3236 Attention: General Manager

Background

A Pursuant to the Headleases, the NTA granted leases of the part of the Premises to JHI, and part of the Premises to JCAC.

B JHI and JCAC each has granted, or will grant, a sublease of those parts of the Premises in relation to which they are lessee, to Territory Housing.

C Territory Housing wishes to grant an underlease of the CL Underlease Area to JCAC, and JCAC wishes to accept the grant of an underlease of the CL Underlease Area, on the terms of this CL Underlease.

D JHI consents, under clause 17 of its Sublease with Territory Housing, to Territory Housing granting to JCAC an underlease of those parts of the Premises in relation to which JHI is the lessee.

E Territory Housing also wishes to grant an underlease of the SPL Underlease Area to JCAC, and the parties have entered into, or will enter into, a separate underlease (**SPL Underlease**) in relation to the SPL Underlease Area.

F The consent of the Minister administering the *Crown Lands Act* is required pursuant to section 47 of the *Crown Lands Act* in order for Territory Housing to grant to JCAC this CL Underlease.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this Underlease:

Aboriginal has the meaning given in the Act;

Act means the *Aboriginal Land Rights (Northern Territory) Act 1976 (Cth)*;

Business Day means a day that is not a Saturday, Sunday or public holiday in the Northern Territory;

Business Hours means from 9.00am to 5.00pm on a Business Day;

CL Underlease means this underlease;

CL Underlease Area means, subject to clause 13, the areas shaded in red in the plans in Annexure A and labelled with the following Administrative Lot Numbers: 2418(A), 2191(A), 2303(A), 2267(A), 2275(A), 2283(A), 2209(A) 2417(A), 2414(A), 2630 (A), 2249(A) and 2227(A), and includes the Improvements and Services on the CL Underlease Area;

Commencement Date means the date specified in Item 2;

Headlease means each of the leases set out in the middle column of Item 1;

Improvement includes buildings, structures, fixtures, fittings, plant, equipment and material or articles which are erected on or attached to the CL Underlease Area (including without limitation houses, fences, streetlights, power poles) but does not include Services;

Initial Term means the period specified in Item 3;

JCAC means Julalikari Council Aboriginal Corporation ABN 52 109 391 552 incorporated under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cth)*;

NTA means the Northern Territory of Australia;

Option Period means that period specified in Item 4;

Permitted Use means the uses specified in Item 5;

Premises means the premises described in the right-hand column of Item 1 and includes the Improvements and Services on the Premises;

Rent means $1.00 if demanded;

Services includes:

(a) all utilities and services on or connected to the Premises including water, gas, electricity, lighting, sanitation, drainage, stormwater, computer services, communication and telecommunication systems, oil and any other source or type of energy and fuel and includes all wires, cables, pipes ducts and conduits, tanks, electrical and mechanical plant and all other ancillary or associated parts and accessories; and

(b) all roads and footpaths on the Premises;

SPL Underlease means the underlease referred to in Recital E;

Sublease means the sublease granted to by JHI to Territory Housing, and the sublease granted by JCAC to Territory Housing; and

Term means the Initial Term, the First Option Period and the Second Option Period, unless this Underlease is terminated earlier.

1.2 Interpretation

In this Underlease, unless a contrary intention appears:

(a) a reference to an Item is a reference to an Item in Schedule 1;

(b) a reference to a Schedule is a reference to a Schedule to this Underlease;

(c) words in the singular include the plural and vice versa;

(d) words importing one gender include each of the other genders; and

(e) a reference to a party includes its successors in title.

2. Grant of Underlease

In consideration of the Rent and JCAC's covenants, Territory Housing underleases to JCAC the CL Underlease Area for the Permitted Use for the Term.

3. Conditions

3.1 Pre-conditions

(a) This CL Underlease is conditional upon:

(i) JHI, JCAC and Territory Housing entering into the Subleases;

(ii) JCAC and Territory Housing entering into the SPL Underlease;

(iii) the Minister administering the *Crown Lands Act* providing his or her consent pursuant to section 47 of the *Crown Lands Act* in relation to the Subleases and this CL Underlease; and

(iv) the Minister administering the *Special Purpose Lease Act* providing his or her consent pursuant to section 6 of the *Special Purposes Leases Act* in relation to the Subleases and the SPL Underlease,

and the parties must execute this CL Underlease at the same time as the Subleases and the SPL Underlease are executed.

(b) The parties agree that:

(i) each party must use its reasonable endeavours to obtain the consents required under clause 3.1(a); and

(ii) if those consents are not obtained by 31 December 2008, either party may terminate this Sublease by giving written notice to the other party.

3.2 No assignment

JCAC must not assign or transfer, sublet, part with or share the possession of, grant any licence affecting, mortgage, encumber, charge or otherwise deal with or dispose of this CL Underlease or the CL Underlease Area.

4. Renewal

(a) Following execution of this CL Underlease, either party may cause to be lodged a plan of survey in respect of the CL Underlease Area, in accordance with section 49 of the *Licensed Surveyors Act*.

(b) Territory Housing is responsible for the cost of preparing and lodging the plan of survey.

(c) Conditional upon the plan of subdivision being approved by the Surveyor-General, either party may, by written notice to the other party at any time prior to six months before the end of the Initial Term, renew this CL Underlease for the Option Period.

(d) During the Option Period, the terms of this Underlease shall remain the same as during the Initial Term, except that this clause will be deleted.

(e) If anything in this clause 4 causes a party to breach section 61 of the *Planning Act*, then:

(i) this clause 4 (with the exception of the remainder of this clause 4(e)) is severed from this CL Underlease;

(ii) neither party will have an option to renew this CL Underlease; and

(iii) each party must, at the request of the other party, negotiate in good faith whether to renew this CL Underlease.

5. Rates, charges and taxes

JCAC must pay all rates, charges and taxes in respect of the CL Underlease Area and any building located upon the CL Underlease Area.

6. Utility charges

JCAC must pay for all electricity, water and gas consumed or used on the CL Underlease Area.

7. Compliance with Headleases

All of JHI's and JCAC's covenants and obligations contained in each Headlease and Sublease are incorporated and deemed to be incorporated into this CL Underlease as if they were specifically set out in this CL Underlease, and JCAC agrees with Territory Housing in relation to the CL Underlease Area in and on the same terms conditions and covenants as JHI and JCAC (each as lessee) has covenanted and agreed with the NTA (as lessor).

8. Repairs and maintenance

(a) JCAC is responsible for repairing and maintaining the CL Underlease Area during the Term and must ensure that the CL Underlease Area (including Improvements and all outside and open areas) are kept:

(i) clean;

(ii) neat and tidy in appearance;

(iii) in a state of reasonable repair; and

(iv) clear of graffiti and litter.

(b) Territory Housing and any person authorised by Territory Housing may at all reasonable times enter the CL Underlease Area and view its condition and state of repair, and if Territory Housing considers that there is any defect or damage which the JCAC is obliged to repair, Territory Housing may notify JCAC of the defect or damage and require JCAC to repair it within a reasonable time.

(c) If JCAC does not fulfil its obligations under clause 8(a) or (b), Territory Housing may (without any obligation to do so) undertake such repairs and maintenance and recover the cost of doing so from JCAC.

(d) Territory Housing may on reasonable notice enter onto the CL Underlease Area, to construct, demolish, upgrade, extend, refurbish, or do any other act or thing in relation to all Improvements and Services on the Premises, and in relation to the Premises generally.

(e) Territory Housing will not exercise its right under clause 8(d):

(i) unless it considers it reasonable for the purposes of ensuring:

(A) that nothing in or on the CL Underlease Area infringes, or otherwise adversely impacts on its occupation of the Premises;

(B) the CL Underlease Area is maintained in manner and up to a standards that is appropriate for the Permitted Use that relate to that particular CL Underlease Area; and

(C) the safety of any person;

(f) For the purposes of Territory Housing exercising its right under clause 8(d), in relation to the CL Underlease Areas that are marked 'C' (ceremonial and traditional Aboriginal purposes), and without limiting Territory Housing's right of entry under that clause, Territory Housing agrees to observe JCAC's reasonable requirements that assist Territory Housing to demonstrate respect for aboriginal cultural practices and beliefs, except in the case of emergency.

9. Use of CL Underlease Area

JCAC must not use the CL Underlease Area for any purpose other than the Permitted Use without the written consent of Territory Housing.

10. Quiet enjoyment

Territory Housing covenants with JCAC that JCAC may peaceably hold and enjoy the CL Underlease Area during the Term without any interruption or disturbance from Territory Housing or any person lawfully claiming through or under Territory Housing.

11. Breach

If:

(a) JCAC breaches any of its obligations under the SPL Underlease; and

(b) an equivalent obligation is imposed on JCAC under this CL Underlease,

then JCAC is deemed to have breached that equivalent obligation under this CL Underlease.

12. Termination

(a) If JCAC breaches any of its obligations under this CL Underlease, Territory Housing may terminate this CL Underlease in respect of the whole or a part of the CL Underlease Area if:

(i) it provides JCAC with written notice detailing the alleged breach; and

(ii) JCAC does not remedy the breach within 30 days of receipt of that notice.

(b) If Territory Housing elects to terminate this CL Underlease in respect of a part of the CL Underlease Area, the parties must do all things necessary, including varying this CL Underlease and signing any other documents, to excise that part of the CL Underlease Area and to reflect that this CL Underlease continues in respect of the remaining parts of the CL Underlease Area.

(c) If the SPL Underlease terminates for any reason, this CL Underlease automatically terminates on the same day.

(d) If Crown Lease Term 01142 and Special Purpose Lease 0540 are consolidated to create a new Crown Lease in Perpetuity, the parties must do all things necessary to ensure that the rights granted to JCAC under this CL Underlease in relation to Crown Lease Term 01142 continue under the new Crown Lease in Perpetuity.

13. Change of Definition of 'Premises' and 'CL Underlease Areas'

(a) If the Special Purpose Lease referred to in Paragraph 8 of Item 1 **(SPL 0540)** terminates after execution of this Sublease but prior to the consents required under clause 3.1(a) of this CL Underlease being obtained, then:

(i) Item 1 is amended by deleting the reference to SPL 0540;

(ii) if a Crown Lease in Perpetuity is granted to JHI in respect of the land formerly the subject of SPL 0540, the definition of 'Premises' is amended by inserting that new Crown Lease in Perpetuity into Item 1;

(iii) if SPL 0540 and Crown Lease Term 01142 **(CLT 01142)** are both terminated, and a single Crown Lease in Perpetuity is granted to JHI in respect of the land formerly the subject of SPL 0540 and CLT 01142, the definition of 'Premises' is amended by inserting that new Crown Lease in Perpetuity into Item 1; and

(iv) the CL Underlease Area will include the areas shaded in red in the plans that are labelled with Administrative Lot Numbers 2166(A) and 2183(A).

(b) Without limiting clause 19(b), if any of the Headleases terminates during the Term, then:

(i) Item 1 is amended by deleting the reference to that Headlease;

(ii) that part of the CL Underlease Area relating to that Headlease is excised from the CL Underlease Area;

(iii) that excision has no effect on the remaining parts of the CL Underlease Area;

(iv) the parties must do all things necessary, including varying this CL Underlease and signing any other documents, to reflect that this CL Underlease continues in respect of the remaining parts of the CL Underlease Area; and

(v) if a new Crown Lease in Perpetuity is granted to JHI in respect of the land formerly the subject of that Headlease, the definition of 'Premises' is amended by inserting that new Crown Lease in Perpetuity into Item 1.

14. Dispute resolution

(a) The parties agree that a dispute arising under this CL Underlease will be dealt with as follows:

(i) the party claiming that there is a dispute will give the other party a notice setting out the nature of the dispute;

(ii) within 7 Business Days after receipt of that notice each party will seek to negotiate a resolution, with the representatives of each party being the people with day-to-day responsibility of the relevant issue;

(iii) failing settlement within 14 Business Days, CEO of Territory Housing and the General Manager of JCAC will try to settle the dispute by direct negotiation between them;

(iv) failing settlement within a further 14 Business Days, the parties may agree to refer the dispute to mediation;

(v) the parties will cooperate fully with any process instigated under this clause in order to achieve a speedy resolution; and

(vi) if a resolution is not reached through mediation within a further 28 Business Days, either party may commence legal proceedings or exercise any other rights it may have under or in respect of this CL Underlease.

(b) Each party will bear its own costs of complying with this clause14, and the parties must bear equally the cost of any third person engaged under clause 14(a)(iv).

(c) This clause 14 does not apply to legal proceedings by either party seeking urgent interlocutory relief.

15. Holding over

Where JCAC continues in occupation of the CL Underlease Area after the expiration of the Term without any demand for possession having been made by Territory Housing, JCAC is deemed to be holding the CL Underlease Area under a monthly tenancy determinable at any time upon 30 day's notice (which notice may expire at any time) being given by either party to the other, at the same Rent and upon and subject to the same terms as are contained in this CL Underlease so far as they can be applied to a monthly tenancy.

16. Costs of CL Underlease

(a) Each party must each bear their own costs of and incidental to the negotiation, settlement, preparation and execution of this CL Underlease.

(b) Territory Housing will pay any costs associated with stamp duty, registration, planning approval and all other necessary consents and survey in respect of or in connection with this CL Underlease.

17. Notices and other communications

17.1 Service of notices

A notice, demand, consent, approval or communication under this CL Underlease (**Notice**) must be:

(a) in writing, in English and signed by a person duly authorised by the sender; and

(b) hand delivered or sent by prepaid post or facsimile to the recipient's address for Notices specified in the Details, as varied by any Notice given by the recipient to the sender.

17.2 Effective on receipt

A Notice given in accordance with clause 17.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

(a) if hand delivered, on delivery;

(b) if sent by prepaid post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia);

(c) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the entire Notice unless, within eight Business Hours after the transmission, the recipient informs the sender that it has not received the entire Notice,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

18. Goods and Services Tax

(a) For the purposes of this clause:

(i) GST Act means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and

(ii) adjustment event, adjustment note, GST, input tax credit and taxable supply have the meanings given to those terms in the GST Act.

(b) Unless otherwise stated, all amounts payable by one party to the other party under this CL Underlease are exclusive of GST.

(c) A recipient of a taxable supply made under this CL Underlease must pay to the supplier an amount equivalent to any GST paid or payable by the supplier in respect of the taxable supply, subject to the supplier issuing a valid tax invoice in accordance with the GST Act to the recipient.

(d) A party's obligation to reimburse the other party for an amount paid or payable to a third party includes GST on the amount paid or payable to the third party, except to the extent that the party being reimbursed is entitled to claim an input tax credit for that GST.

(e) Each party must issue an adjustment note to the other party as soon as it becomes aware of an adjustment event relating to a taxable supply by it under this CL Underlease.

19. Miscellaneous

(a) This CL Underlease may be executed by the parties in any number of counterparts and all counterparts taken together will constitute one instrument.

(b) Any term of this CL Underlease which is not applicable to the CL Underlease Area or which is repugnant to the general interpretation of this CL Underlease or which is invalid unlawful void or unenforceable shall be capable of severance without affecting any of the other terms of this CL Underlease.

(c) JCAC consents to Territory Housing completing or amending any Land Title Office panel form which may be required to register this CL Underlease, or any amendment to this CL Underlease contemplated in this CL Underlease, from time to time. JCAC agrees to sign such documents as may be necessary to achieve this.

(d) This CL Underlease shall not create any relationship between JCAC and Territory Housing other than the relationship of underlessor and underlessee.

Schedule 1 - CL Underlease Particulars

		Headlease	Premises
1.	**Premises**	1. Crown Lease in Perpetuity 01103 2. Crown Lease in Perpetuity 01114 3. Crown Lease in Perpetuity 01191 4. Crown Lease in Perpetuity 01192 5. Crown Lease in Perpetuity 01122 6. Crown Lease in Perpetuity 01113 7. Crown Lease in Perpetuity 01123 8. Special Purpose Lease 0540 9. Crown Lease Term 01142 * The Headlease and Premises with corresponding numbers are the same parcel of land.	1. Lot 2051 Town of Tennant Creek from plan S 86/060 (Kargaru) 2. Lot 2055 Town of Tennant Creek from plan S 86/102B (Marla Marla) 3. Lot 1273 Town of Tennant Creek from plan S 74/062A (Munji-Marla) 4. Lot 1004 Town of Tennant Creek from plan B 000314 (The Village) 5. Lot 2065 Town of Tennant Creek from plan S 88/37 (Tinkarli) 6. Lot 2057 Town of Tennant Creek from plan S 86/102A (Village Camp) 7. Lot 2066 Town of Tennant Creek from plan S 88/37 (Wuppa) 8. Lot 1271 Town of Tennant Creek from plan S 80/190 (Ngalpa Ngalpa) 9. Lot 2125 Town of Tennant Creek from plan S96/271
2.	**Commencement Date**	The day on which the Minister provides his or her consent under clause 3.1(a) of this CL Underlease	
3.	**Term of Underlease**	10 years commencing on the Commencement Date	
4.	**Option Periods**	The balance of the period of the Sublease, including any option periods under the Sublease	
5.	**Permitted Use**	For those areas on the plan marked A, community buildings and spaces. For those areas on the plan marked B, child care centres. For those areas on the plan marked C, ceremonial and traditional Aboriginal purposes.	

Signing page

EXECUTED as an agreement.

Signed by **Chief Executive Officer (Housing)**
in the presence of

Kara Maclean ←
Signature of witness

Kara Maclean
Executive Assistant
Name of witness (print)

← Signature of Chief Executive Officer (Housing)

D.J. Ritchie
Chief Executive
Name of Chief Executive Officer (Housing) (print)

The Common Seal of **Julalikari Council Aboriginal Corporation** was affixed hereto this 20th day of October 2008 in our presence pursuant to a resolution of the Council passed on the 20th day of October 2008:

JULALIKARI COUNCIL ABORIGINAL CORPORATION
COMMON SEAL

Geoffrey Shannon
Council Member

Geoffrey Shannon
Name of Council Member

← Council Member

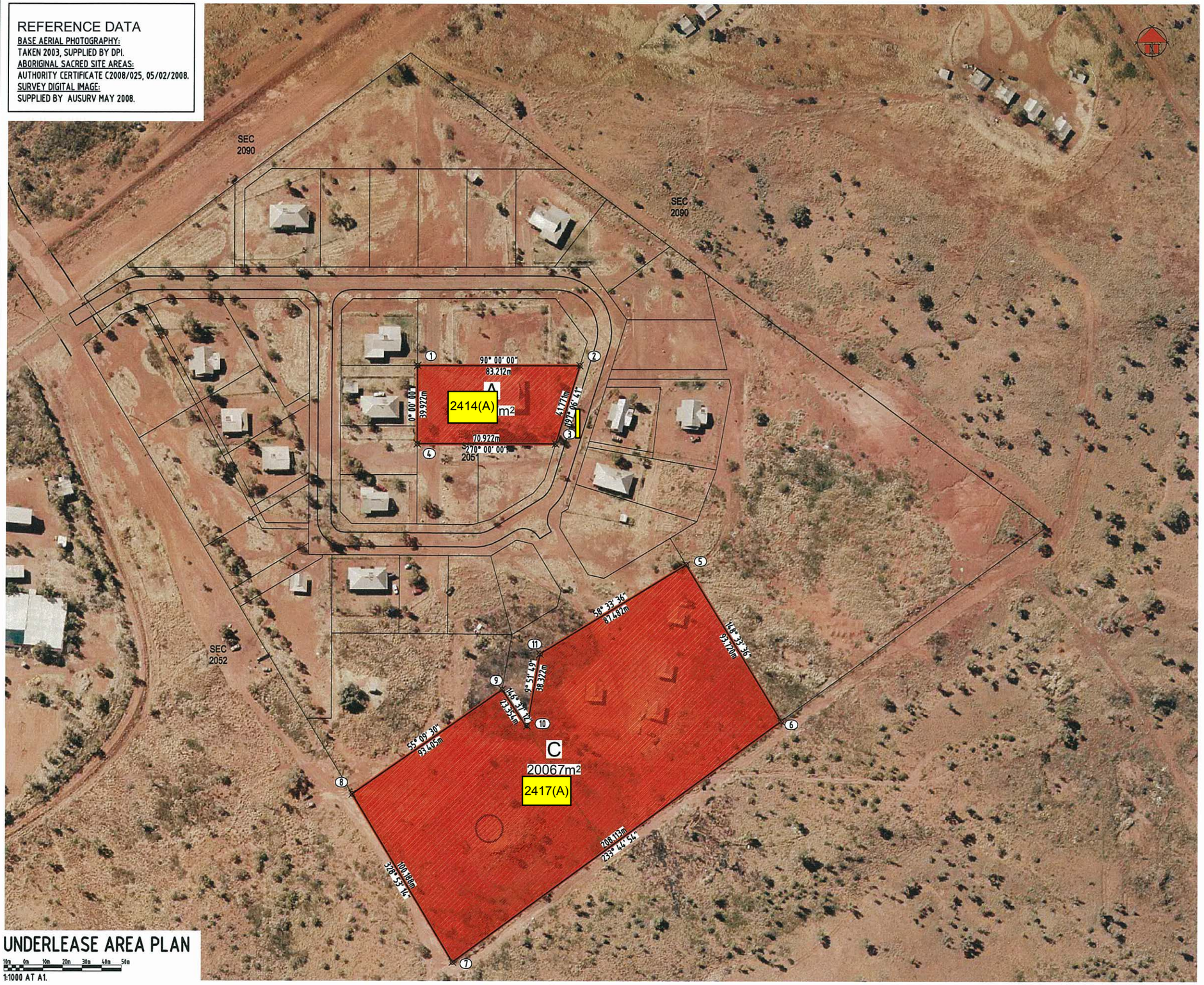
GINA MAREE SMITH
Name of Council Member

Annexure A

Map of CL Underlease Area

REFERENCE DATA

BASE AERIAL PHOTOGRAPHY:
TAKEN 2003, SUPPLIED BY DPI.
ABORIGINAL SACRED SITE AREAS:
AUTHORITY CERTIFICATE C2008/025, 05/02/2008.
SURVEY DIGITAL IMAGE:
SUPPLIED BY AUSURV MAY 2008.



SETTING OUT TABLE

POINT	EASTING	NORTHING
1	416012.5885	7826217.8511
2	416095.8005	7826217.8511
3	416083.5101	7826177.9288
4	416012.5885	7826177.9288
5	416150.6634	7826116.2117
6	416199.5482	7826036.2515
7	416031.7198	7825913.1871
8	415979.9501	7825998.9634
9	416056.6109	7826052.3266
10	416069.4601	7826033.8677
11	416076.0248	7826070.5804

UNDERLEASE AREA PLAN

10m 0m 10m 20m 30m 40m 50m
1:1000 AT A1.

No.	DESCRIPTION	DATE	INIT.
A	ISSUE FOR ADMINISTRATIVE APPROVAL	09.10.2008	JTL

AMENDMENTS

OPUS QANTEC McWILLIAM
A.B.N. 79 086 342 065
Level 1, 60 Smith Street
Darwin NT 0801
GPO Box 4083 Darwin NT 0801
Telephone: (08) 8981 7500
Facsimile: (08) 8941 1862
E-Mail: darwin@opusqmcw.com.au
The Association of Consulting Engineers Australia
N-D8004.01_UNDERLEASE

territory housing

DRAWN	SGE\JTL	CHECKED	J.ANTOUN
DATE	OCT 2008	DATE	OCT 2008
DESIGNED		CHECKED	
DATE		DATE	
DESIGN PROJECT LEADER		PROJECT OFFICER	
DATE		DATE	

Northern Territory Government
Department of Planning and Infrastructure

TENNANT CREEK
KARGARU (238)
INFRASTRUCTURE DESIGN PROJECT FOR TENNANT CREEK URBAN LIVING AREAS
CROWN LEASE IN PERPETUITY 01103
LOT 2051 TOWN OF TENNANT CREEK (FROM PLAN S 86/060)

FILE No.	ASSET No.	SHEET No.	DRAWING No.	AMEND.	SHEET SIZE
-	-	- OF -	R08-2033	A	A1

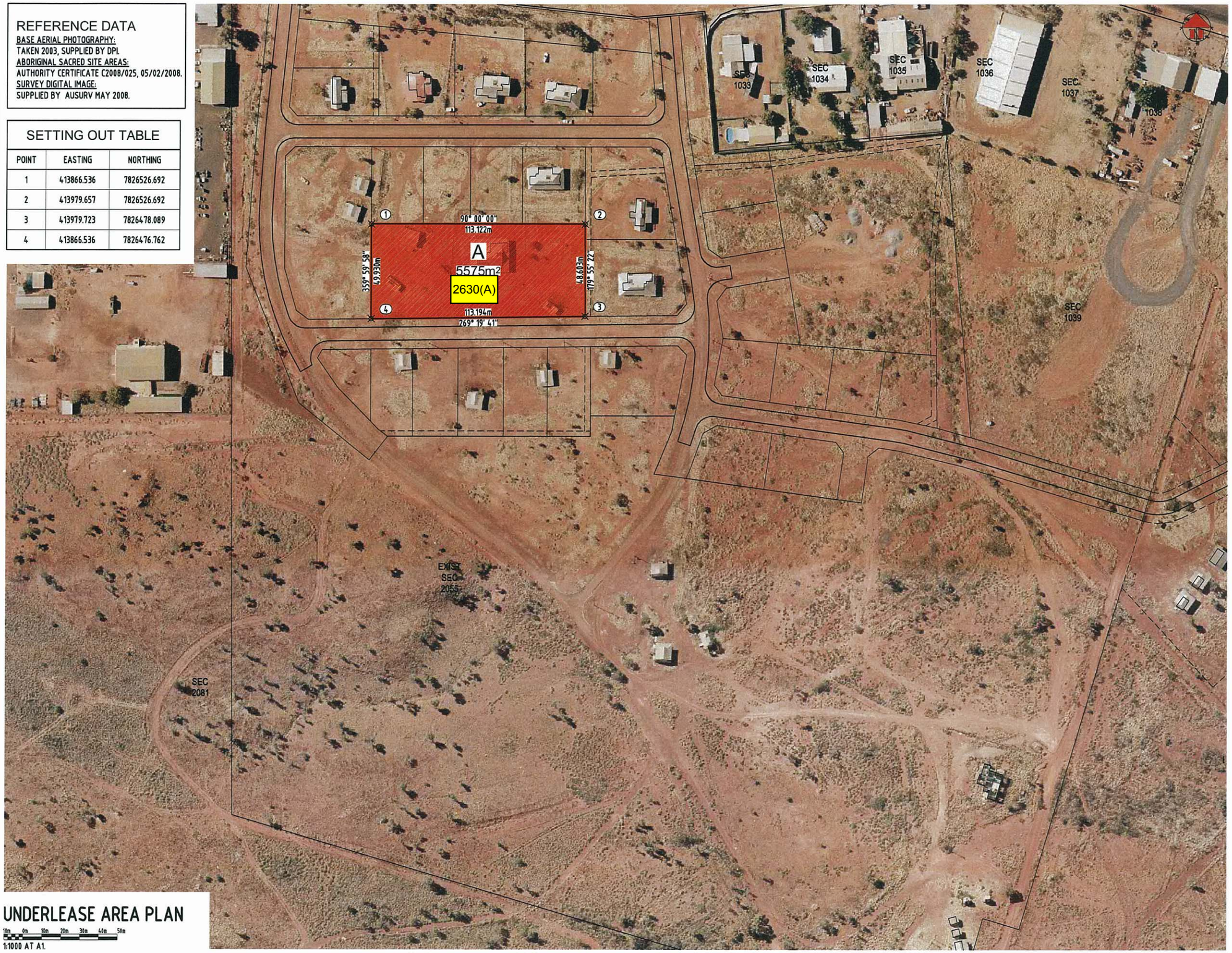
G:\PROJECTS 2008-OPUS\N-D8004 - TENNANT CREEK URBAN LIVING\N-D8004.01\N-D8004.01 DRAWINGS\01 KARGARU\N-D8004.01 UNDERLEASE.DWG

REFERENCE DATA

BASE AERIAL PHOTOGRAPHY:
TAKEN 2003, SUPPLIED BY DPI.
ABORIGINAL SACRED SITE AREAS:
AUTHORITY CERTIFICATE C2008/025, 05/02/2008.
SURVEY DIGITAL IMAGE:
SUPPLIED BY AUSURV MAY 2008.

SETTING OUT TABLE

POINT	EASTING	NORTHING
1	413866.536	7826526.692
2	413979.657	7826526.692
3	413979.723	7826478.089
4	413866.536	7826476.762



UNDERLEASE AREA PLAN

10m 0m 10m 20m 30m 40m 50m
1:1000 AT A1.

No.	DESCRIPTION	DATE	INIT.
A	ISSUE FOR ADMINISTRATIVE APPROVAL	09.10.2008	SGE
	AMENDMENTS		

OPUS QANTEC McWILLIAM
A.B.N. 79 086 342 065
Level 1, 60 Smith Street
Darwin NT 0801
GPO Box 4083 Darwin NT 0801
Telephone: (08) 8981 7500
Facsimile: (08) 8941 1862
E-Mail: darwin@opusqmcw.com.au
The Association of Consulting Engineers Australia
N-D8004.02

territory housing

DRAWN	SGE\JTL	CHECKED	J.ANTOUN
DATE	OCT 2008	DATE	OCT 2008
DESIGNED		CHECKED	
DATE		DATE	
DESIGN PROJECT LEADER		PROJECT OFFICER	
DATE		DATE	

Northern Territory Government
Department of Planning and Infrastructure

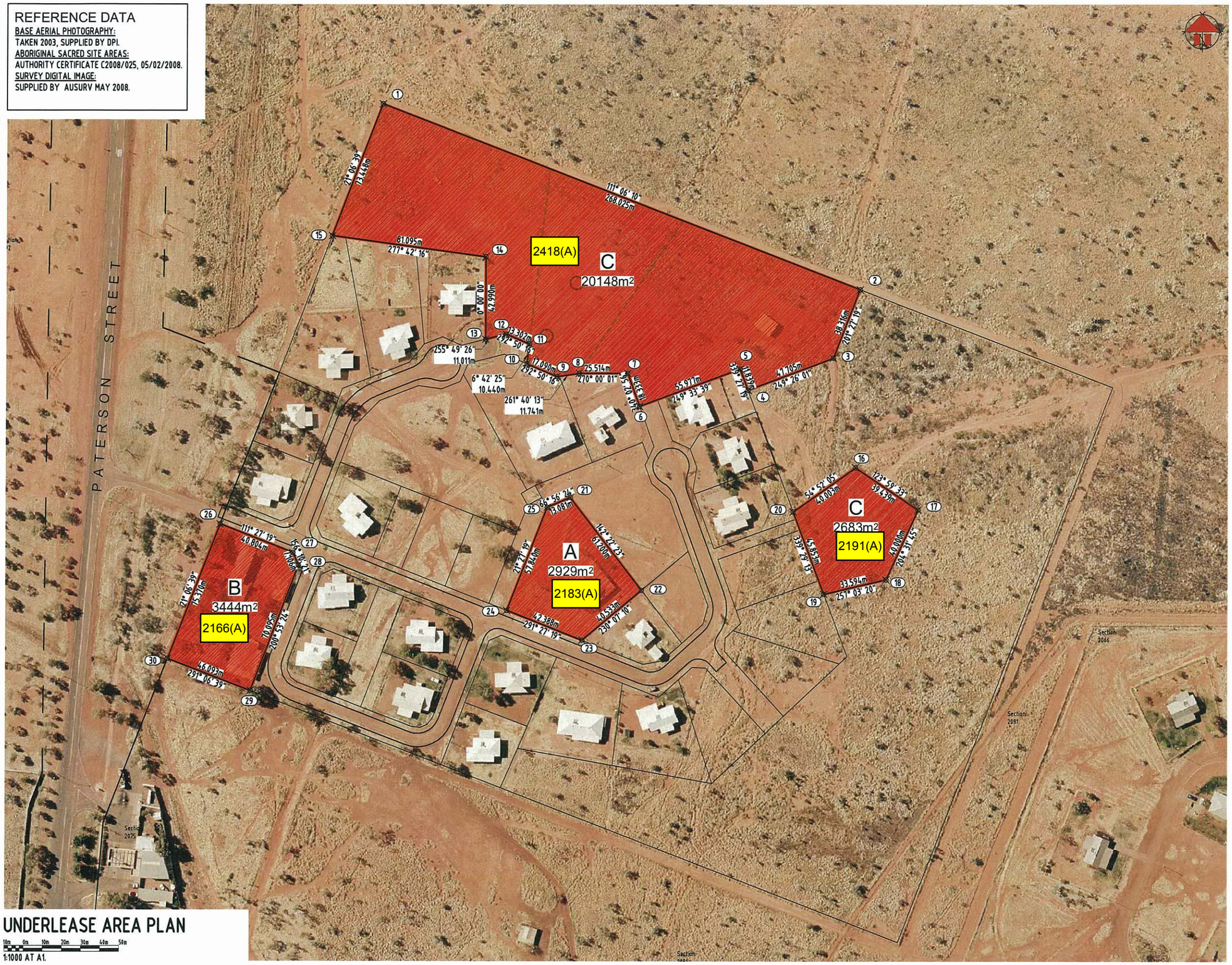
TENNANT CREEK
MARLA MARLA (223)
INFRASTRUCTURE DESIGN PROJECT FOR TENNANT CREEK URBAN LIVING AREAS
CROWN LEASE IN PERPETUITY 01114
LOT 2055 TOWN OF TENNANT CREEK (FROM PLAN 86/102B)

FILE No.	ASSET No.	SHEET No.	DRAWING No.	AMEND.	SHEET SIZE
-	-	- OF -	R08-2034	A	A1

G:\PROJECTS 2008-OPUS\N-D8004 - TENNANT CREEK URBAN LIVING\N-D8004.A01\N-D8004.A0 DRAWINGS\V2_MARLA_MARLA\N-D8004.A2_UNDERLEASE.DWG

REFERENCE DATA

BASE AERIAL PHOTOGRAPHY:
TAKEN 2003, SUPPLIED BY DPI.
ABORIGINAL SACRED SITE AREAS:
AUTHORITY CERTIFICATE C2008/025, 05/02/2008.
SURVEY DIGITAL IMAGE:
SUPPLIED BY AUSURV MAY 2008.



UNDERLEASE AREA PLAN

10m 0m 10m 20m 30m 40m 50m
1:1000 AT A1.

SETTING OUT TABLE

POINT	EASTING	NORTHING
1	415464.900	7828940.000
2	415714.950	7828843.500
3	415700.935	7828807.839
4	415656.270	7828791.081
5	415652.115	7828802.167
6	415599.663	7828782.619
7	415593.407	7828799.852
8	415567.893	7828799.852
9	415556.275	7828798.151
10	415540.525	7828804.784
11	415541.744	7828815.153
12	415529.485	7828820.316
13	415518.809	7828817.619
14	415518.809	7828860.610
15	415438.446	7828871.481
16	415712.791	7828750.654
17	415745.491	7828728.604
18	415728.884	7828692.214
19	415696.143	7828684.689
20	415680.054	7828727.619
21	415563.492	7828735.064
22	415600.856	7828686.593
23	415569.751	7828660.603
24	415530.300	7828676.108
25	415551.457	7828729.940
26	415380.372	7828721.063
27	415418.348	7828706.138
28	415421.219	7828699.638
29	415396.225	7828634.150
30	415353.226	7828650.751

No.	DESCRIPTION	DATE	INIT.
A	ISSUE FOR ADMINISTRATIVE APPPROVAL	09.10.2008	JTL/SGE

AMENDMENTS

OPUS QANTEC McWILLIAM
A.B.N. 79 086 342 065
Level 1, 60 Smith Street
Darwin NT 0801
GPO Box 4083 Darwin NT 0801
Telephone: (08) 8981 7500
Facsimile: (08) 8941 1862
E-Mail: darwin@opusqmcw.com.au
The Association of Consulting Engineers Australia
N-D8004.04

territory housing

DRAWN	CHECKED
SGE/JTL	J.ANTOUN
DATE OCT 2008	DATE OCT 2008
DESIGNED	CHECKED
DATE	DATE
DESIGN PROJECT LEADER	PROJECT OFFICER
DATE	DATE

Northern Territory Government
Department of Planning and Infrastructure

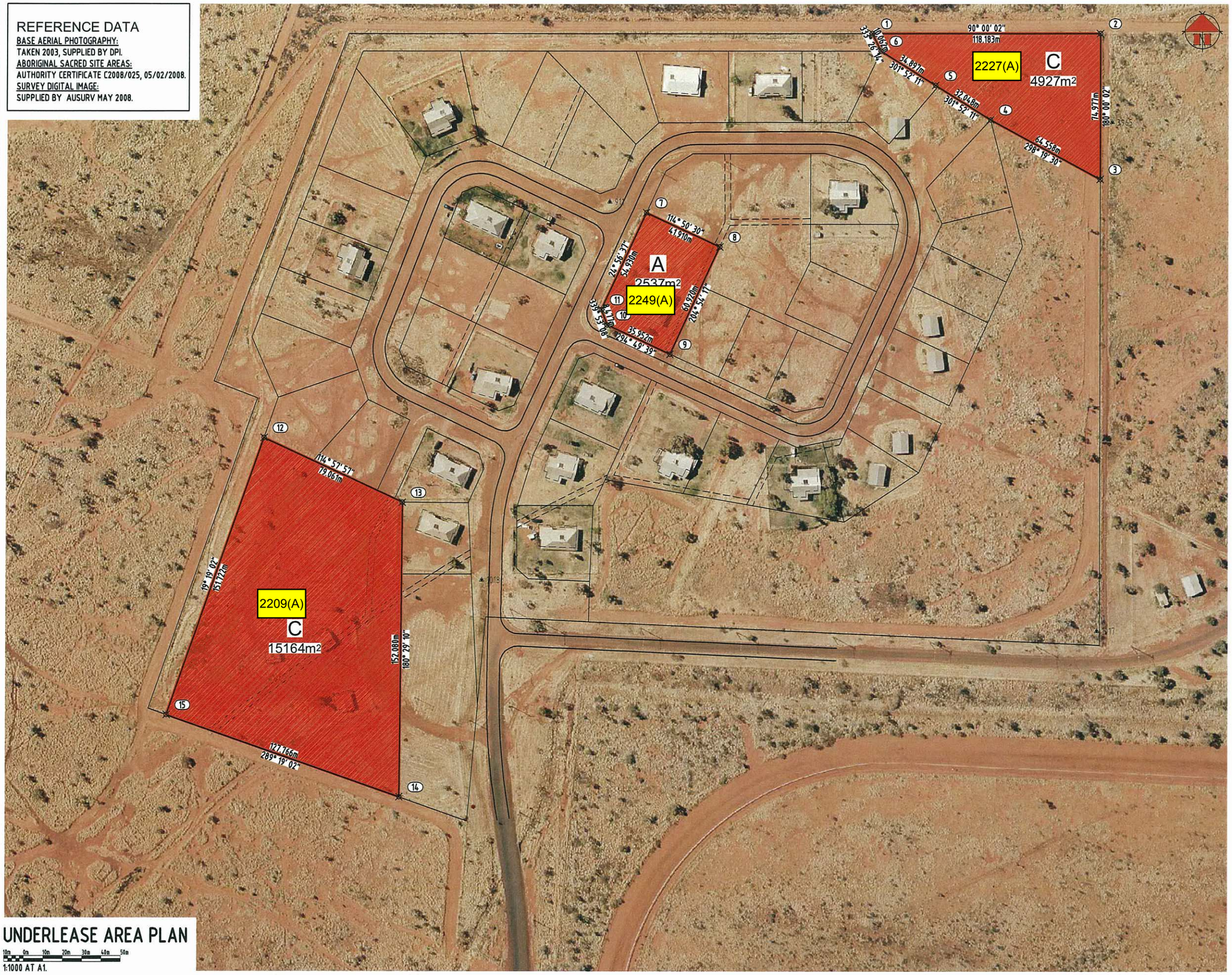
TENNANT CREEK
NGALPA NGALPA (246)
INFRASTRUCTURE DESIGN PROJECT FOR TENNANT CREEK URBAN LIVING AREAS
SPECIAL PURPOSE LEASE 0540 LOT 1271 TOWN OF TENNANT CREEK (FROM PLAN S 80/190)
AND CROWN LEASE TERM 01142 LOT 2125 TOWN OF TENNANT CREEK (FROM PLAN S 96/271)

FILE No.	ASSET No.	SHEET No.	DRAWING No.	AMEND.	SHEET SIZE
-	-	- OF -	R08-2036	A	A1

G:\PROJECTS\2008-OPUS\N-D8004 - TENNANT CREEK URBAN LIVING\N-D8004.04\N-D8004.04 DRAWINGS\MX_NGALPA_NGALPAPLAN-D8004.04_UNDERLEASE.DWG

REFERENCE DATA

BASE AERIAL PHOTOGRAPHY:
TAKEN 2003, SUPPLIED BY DPI.
ABORIGINAL SACRED SITE AREAS:
AUTHORITY CERTIFICATE C2008/025, 05/02/2008.
SURVEY DIGITAL IMAGE:
SUPPLIED BY AUSURV MAY 2008.



SETTING OUT TABLE

POINT	EASTING	NORTHING
1	416108.372	7828668.391
2	416226.555	7828668.390
3	416226.554	7828593.413
4	416169.726	7828624.045
5	416141.299	7828641.718
6	416112.872	7828659.391
7	415991.592	7828576.279
8	416029.625	7828558.672
9	416003.971	7828503.417
10	415971.342	7828518.513
11	415968.427	7828526.472
12	415794.124	7828460.277
13	415865.797	7828426.907
14	415864.507	7828274.832
15	415743.934	7828317.096

UNDERLEASE AREA PLAN

10m 0m 10m 20m 30m 40m 50m
1:1000 AT A1.

No.	DESCRIPTION	DATE	INIT.
A	ISSUE FOR ADMINISTRATIVE APPROVAL	09.10.2008	JTL/SGE

AMENDMENTS

OPUS QANTEC McWILLIAM
A.B.N. 79 086 342 065
Level 1, 60 Smith Street
Darwin NT 0801
GPO Box 4083 Darwin NT 0801
Telephone: (08) 8981 7500
Facsimile: (08) 8941 1862
E-Mail: darwin@opusqmcw.com.au
The Association of Consulting Engineers Australia
N-D8004.05_UNDERLEASE

territory housing

DRAWN	CHECKED
JTL\SGE	J.ANTOUN
DATE OCT 2008	DATE OCT 2008
DESIGNED	CHECKED
DATE	DATE
DESIGN PROJECT LEADER	PROJECT OFFICER
DATE	DATE

Northern Territory Government
Department of Planning and Infrastructure

TENNANT CREEK
WUPPA (684)
INFRASTRUCTURE DESIGN PROJECT FOR TENNANT CREEK URBAN LIVING AREAS
CROWN LEASE PERPETUITY 01123
LOT 2066 TOWN OF TENNANT CREEK (FROM PLAN S 88/37)

FILE No.	ASSET No.	SHEET No.	DRAWING No.	AMEND.	SHEET SIZE
-	-	OF -	R08-2037	A	A1

G:\PROJECTS 2008-OPUS\N-D8004 - TENNANT CREEK URBAN LIVING\N-D8004.05\N-D8004.05 DRAWINGS\05_WUPPA\N-D8004.05_UNDERLEASE.DWG

REFERENCE DATA

BASE AERIAL PHOTOGRAPHY:
TAKEN 2003, SUPPLIED BY DPI.
ABORIGINAL SACRED SITE AREAS:
AUTHORITY CERTIFICATE C2008/025, 05/02/2008.
SURVEY DIGITAL IMAGE:
SUPPLIED BY AUSURV MAY 2008.



SETTING OUT TABLE

POINT	EASTING	NORTHING
1	416372.609	7828706.525
2	416442.392	7828746.813
3	416506.212	7828673.352
4	416466.335	7828649.125
5	416455.241	7828652.129
6	416444.104	7828645.738
7	416440.748	7828633.344
8	416446.087	7828624.039
9	416426.310	7828612.414
10	416610.280	7828553.563
11	416632.983	7828527.430
12	416628.691	7828433.223
13	416603.070	7828431.891
14	416577.584	7828407.108
15	416553.527	7828449.032
16	416571.664	7828460.456
17	416562.834	7828475.866
18	416593.960	7828493.727
19	416573.584	7828532.353
20	416495.750	7828468.174
21	416517.651	7828429.992
22	416462.371	7828394.880
23	416438.994	7828435.618

UNDERLEASE AREA PLAN

10m 0m 10m 20m 30m 40m 50m
1:1000 AT A1.

No.	DESCRIPTION	DATE	INIT.
A	ISSUE FOR ADMINISTRATIVE APPROVAL	09.10.2008	JTL/SGE

AMENDMENTS

OPUS QANTEC McWILLIAM
A.B.N. 79 086 342 065
Level 1, 60 Smith Street
Darwin NT 0801
GPO Box 4083 Darwin NT 0801
Telephone: (08) 8981 7500
Facsimile: (08) 8941 1862
E-Mail: darwin@opusqmcw.com.au
The Association of Consulting Engineers Australia

N-D8004.06_UNDERLEASE

territory housing

DRAWN	CHECKED
SGE\JTL	J.ANTOUN
DATE OCT 2008	DATE OCT 2008
DESIGNED	CHECKED
DATE	DATE
DESIGN PROJECT LEADER	PROJECT OFFICER
DATE	DATE

Northern Territory Government
Department of Planning and Infrastructure

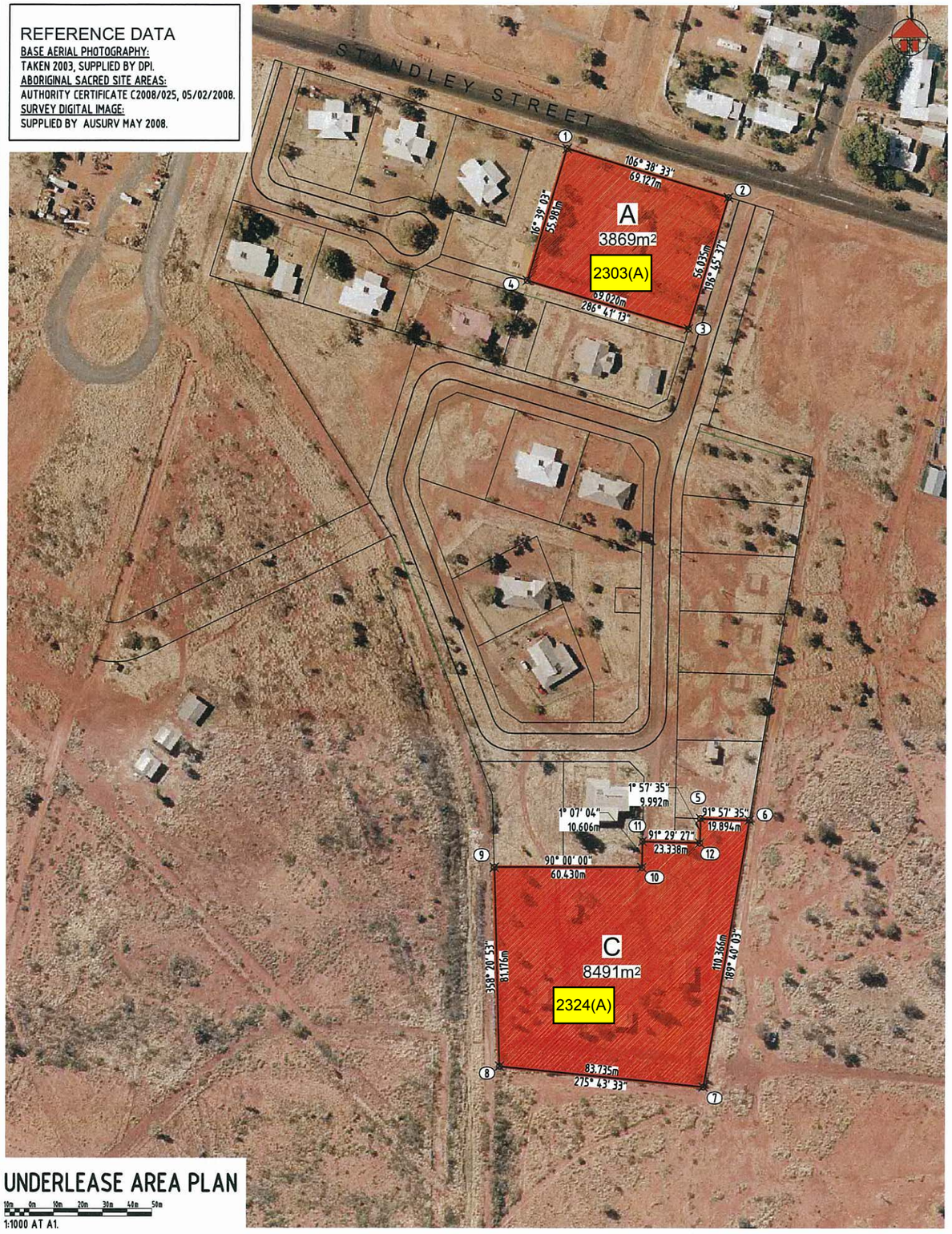
TENNANT CREEK
TINKARLI (681)
INFRASTRUCTURE DESIGN PROJECT FOR TENNANT CREEK URBAN LIVING AREAS
CROWN LEASE PERPETUITY 01122
LOT 2065 TOWN OF TENNANT CREEK (FROM PLAN S 88/37)

FILE No.	ASSET No.	SHEET No.	DRAWING No.	AMEND.	SHEET SIZE
-	-	OF -	R08-2038	A	A1

G:\PROJECTS 2008-OPUS\N-D8004 - TENNANT CREEK URBAN LIVING\N-D8004.69\N-D8004.69 DRAWINGS\N-D8004.66 - TINKARLI\N-D8004.66 - UNDERLEASE.DWG

REFERENCE DATA

BASE AERIAL PHOTOGRAPHY:
TAKEN 2003, SUPPLIED BY DPI.
ABORIGINAL SACRED SITE AREAS:
AUTHORITY CERTIFICATE C2008/025, 05/02/2008.
SURVEY DIGITAL IMAGE:
SUPPLIED BY AUSURV MAY 2008.



UNDERLEASE AREA PLAN

10m 0m 10m 20m 30m 40m 50m
1:1000 AT A1.

SETTING OUT TABLE

POINT	EASTING	NORTHING
1	414467.676	7826579.672
2	414533.907	7826559.874
3	414517.806	7826506.412
4	414451.635	7826526.038
5	414523.376	7826306.579
6	414543.258	7826305.899
7	414524.724	7826197.100
8	414441.407	7826205.454
9	414439.067	7826286.596
10	414499.497	7826286.596
11	414499.704	7826297.200
12	414523.034	7826296.593

No.	DESCRIPTION	DATE	INIT.
	AMENDMENTS		
A	ISSUE FOR ADMINISTRATIVE APPROVAL	09.10.2008	JTL/SGE

OPUS QANTEC McWILLIAM
A.B.N. 79 086 342 065
Level 1, 60 Smith Street
Darwin NT 0801
GPO Box 4083 Darwin NT 0801
Telephone: (08) 8981 7500
Facsimile: (08) 8941 1862
E-Mail: darwin@opusqmcw.com.au
The Association of Consulting Engineers Australia
N-D8004.07

territory housing

DRAWN	SGE\JTL	CHECKED	J.ANTOUN
DATE	OCT 2008	DATE	OCT 2008
DESIGNED		CHECKED	
DATE		DATE	
DESIGN PROJECT LEADER		PROJECT OFFICER	
DATE		DATE	

Northern Territory Government
Department of Planning and Infrastructure

TENNANT CREEK
VILLAGE AND SORRY CAMP (271)
INFRASTRUCTURE DESIGN PROJECT FOR TENNANT CREEK URBAN LIVING AREAS
CROWN LEASE PERPETUITY 01192 LOT 1004 TOWN OF TENNANT CREEK (FROM PLAN B 000314)
AND CROWN LEASE IN PERPETUITY 01113 LOT 2057 TOWN OF TENNANT CREEK (FROM PLAN S86/102A)

FILE No.	ASSET No.	SHEET No.	DRAWING No.	AMEND.	SHEET SIZE
-	-	C00.00 OF -	R08-2039	A	A1

G:\PROJECTS 2008-OPUS\N-D8004 - TENNANT CREEK URBAN LIVING\N-D8004.06 N-D8004.07 DRAWINGS\07 - VILLAGE & SORRY CAMP\N-D8004.07 - VILLAGE CAMP\N-D8004.07 - DWGS ETC\N-D8004.07-UNDERLEASE.DWG

284559.

Lodged at the Registrar General's Office

on 16/4/93 at 11:24:10

by LXIT A/S

Duplicate title to LXIT A/S

NORTHERN TERRITORY OF AUSTRALIA

284559

NOTICE OF A RIGHT TO A GRANT OF AN INTEREST

The Minister, under the Crown Lands Act, lodges with the Registrar-General details of the means by which the right of a grant of an interest in land arose for the purpose of creating a folio in the register

	Location	Parcel	Area	Plan
Land	Tennant Creek	Lot 2057	4.6 Hectares	S86/102A

Details of the Interest: Crown Lease Perpetual No.1113

Commencing: 6 APRIL 1993

Expiring: In Perpetuity

Person who possesses the right to a grant: Name: Julalikari Housing Incorporated

Address: PO Box 158, Tennant Creek,NT 0861.

3/11/19

Means by which the right to grant arose: Section 9(1), 10(1) and Section 12(3) *Crown Lands Act*

Provisions

1. This lease is granted under and subject to the Act and the Regulations for the time being in force thereunder, and is conditional upon compliance by the Lessee with the covenants and conditions to be complied with by the Lessee, and will, subject to the Act and the Regulations, be liable to be determined and forfeited for non-compliance with any such covenant or condition.

2. The Lessee may at any time surrender the lease in the manner prescribed under the Act.

3. For the purposes of sections 58 and 59 of the Act the Lessee agrees that the Minister may at his absolute discretion determine the Lessee's rights in improvements and whether compensation is payable for improvements following surrender, expiry, termination or forfeiture of this lease.

Lease conditions

1. The lease purpose is Aboriginal Residential Complex and Ancillary.

2. The Lessee will pay rates and taxes which may at any time become due in respect of the leased land.

3. The Lessee will at all times maintain and repair and keep in repair all buildings and improvements on the leased land all to the satisfaction of the Minister.

4. The Lessee will comply with any Planning Instrument affecting the land.

Viewed at 14:11:01 on 01/11/2016 by 32GPL.

5. The Lessee will maintain landscaping of the whole of the front boundary (driveways excepted) of the leased land with suitable vegetation which will provide a screen at least 2 metres high.

6. All electrical and water reticulation plus sewerage will conform at all times with the appropriate by-laws, standards and specifications of the Power and Water Authority.

7. That the leased land will be dust suppressed and adequately drained for stormwater, all such drainage will conform at all times with the appropriate by-laws, standards and specifications of the Department of Transport and Works and the Town Engineer, Tennant Creek Town Council.

Reservations, Covenants and Encumbrances — All reservations and rights to which this grant is made subject by the Crown Lands Act.

Easements — Sewerage easement required by the Power & Water Authority.

..... Delegate of the Minister

Signed by on(Date) 5TH APRIL 1993

27.5.1993 Registered on

11:34 at

W. Endenburg

Witness

JOHN WHITING.

FORM 44 Section 191B

NORTHERN TERRITORY OF AUSTRALIA

R No. 364700

LODGED AT THE REGISTRAR-GENERAL'S OFFICE

ON 26/11/96	AT 11:35:08
BY Office of Business Affairs	CORRECTION TO .....
FEE	RECEIPT .....

MEMORANDUM FOR PURPOSES OF STATUTORY RESTRICTIONS NOTICE

Notice is given that dealing with or use or occupation of the land described is restricted by virtue of the statutory authority and to the extent as specified below and the applicant requests that the restriction be recorded in the Register.

LAND	Register	Volume	Folio	Location	Parcel	Plan	Unit
	or ~~CUCL~~	311	019	TENNANT CREEK	LOT 2057	S86/102A	

STATUTORY AUTHORITY IMPOSING THE RESTRICTION	Section 26A *Associations Incorporation Act*	Date:

EXTENT OR NATURE OF RESTRICTION	Prescribed Property

SIGNED by **BARBARA VIVIEN BRADSHAW**, Delegate of the Attorney-General for the **NORTHERN TERRITORY OF AUSTRALIA** this 19th day of November 1996 in the presence of:

.....
Witness

Robert John Chamberlain
Commissioner for Oaths
C/- Northern Territory
Attorney-General's Department

26/11/96 Registered on

11:46 At

Correct for the purposes of the *Real Property Act*. A Practitioner of the Supreme Court of the Northern Territory of Australia

OurRef:LC98 0515/C9601803

C9601803.DOC

364700

25/11/96

DEALING LODGEMENT FORM

A310

LANDS TITLES OFFICE
Nichols Place
G.P.O. Box 3021
DARWIN, N.T. 0801

CENTREPOINT BUILDING
P.O. Box 8043
ALICE SPRINGS
N.T. 0871

(A) Name and Address of Lodging Party

OFFICE OF BUSINESS AFFAIRS

No.	(B) Description of Instrument or Document	Registered Number	Fee
1	RESTRICTION NOTICE	364700	

To lodge documents for registration
1. Complete panel (A) to (D)
2. Present documents in the sequence listed.

(C) Titles, crown leases, duplicate instruments and other documents lodged with the above dealings:

1. NO TITLE LODGED

[redacted]

NOTES: Duplicate titles and instruments will be returned to the lodging party unless otherwise instructed in panel (D) below.
Additional fees are payable for documents lodged with the above dealings:

(D) Delivery instructions for documents not to be returned to lodging party:

Cheque No.....	SUB - TOTAL	
Cash.....	CERTIFIED MAIL	
Other.....	**TOTAL**	NIL

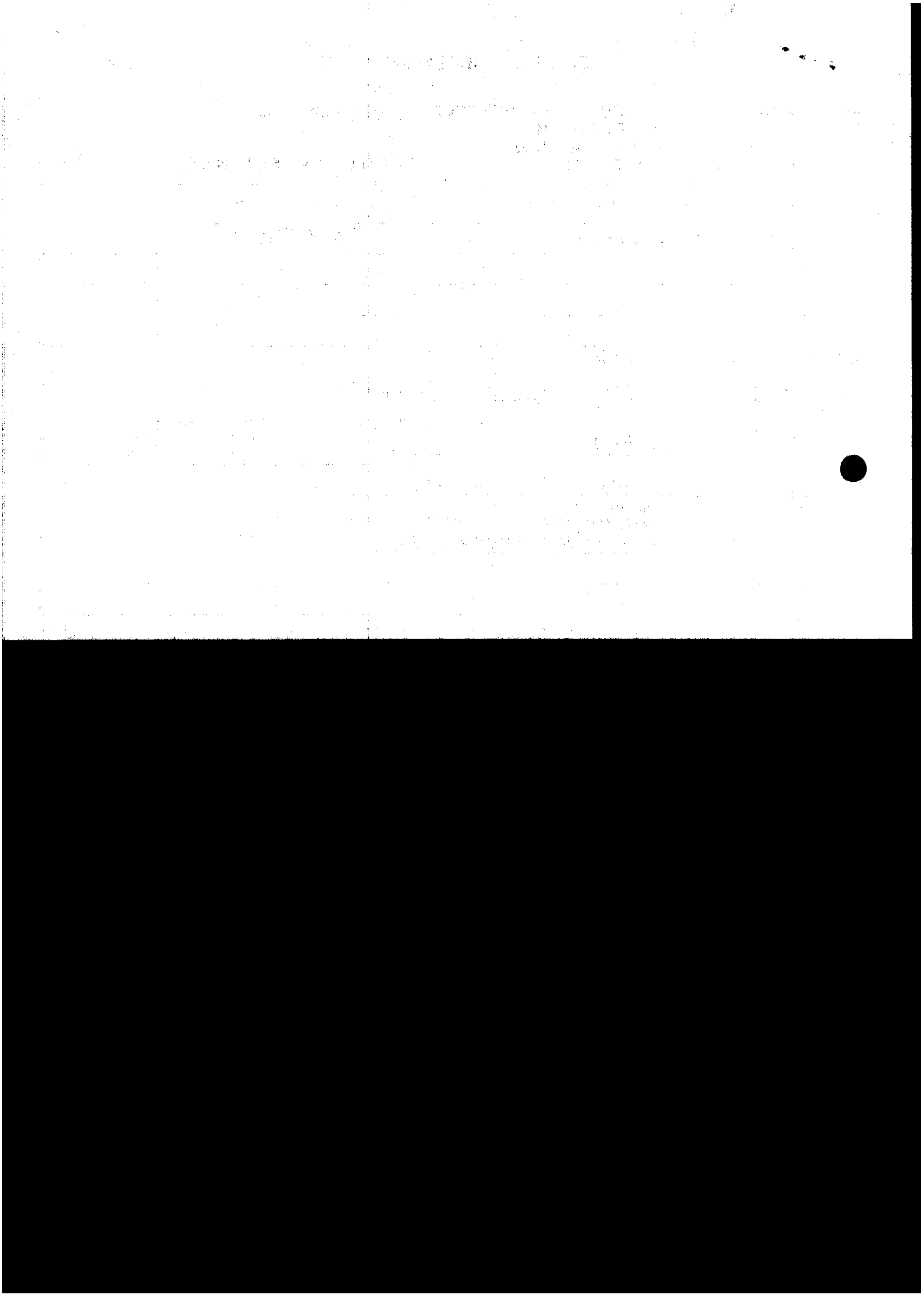
CODE 1 =

CODE 11 =

CODE 9 =

Government Printer of the Northern Territory 36-33

[redacted]



22/11/96

DEALING LODGEMENT FORM

0316

LANDS TITLES OFFICE
Nichols Place
G.P.O. Box 3021
DARWIN, N.T. 0801

CENTREPOINT BUILDING
P.O. Box 8043
ALICE SPRINGS
N.T. 0871

(A) Name and Address of Lodging Party

OFFICE OF BELINDA PETTIFER

No.	(B) Description of Instrument or Document	Registered Number	Fee
1	PRELIMINARY NOTICE	364700	

To lodge documents for registration
1. Complete panel (A) to (D)
2. Present documents in the sequence listed.

(C) Titles, crown leases, duplicate instruments and other documents lodged with the above dealings:

1. NO TITLES LODGED

NOTES: Duplicate titles and instruments will be returned to the lodging party unless otherwise instructed in panel (D) below.
Additional fees are payable for documents lodged with the above dealings:

(D) Delivery instructions for documents not to be returned to lodging party:

Cheque No.....
Cash.....
Other.....

SUB - TOTAL
CERTIFIED MAIL
TOTAL NIL

CODE 1 =
CODE 11 =
CODE 9 =

Government Printer of the Northern Territory 36-33

[redacted]

[redacted]

Form 14

Land Title Act
REGISTRAR-GENERAL'S DIRECTIONS

Section 48(1)

NORTHERN TERRITORY OF AUSTRALIA

N	G	No: 472837

LODGED AT THE REGISTRAR-GENERAL'S OFFICE
ON 16/8/2001 AT 12:50:24
BY LPOE CORRECTION TO .....
FEE NIL RECEIPT DLHB

NOTICE OF A RIGHT TO A GRANT OF INTEREST

The Minister, under the *Crown Lands Act* or other Act specified below, lodges with the Registrar-General details of the means by which the right to a grant of an interest in land arose for the purposes of creating a folio in the register. (NOTE 1)

LAND (NOTE 2)

Location	Lot Description	Area	Plan
Tennant Creek	**1004**	**1 hectare 1400 m²**	**B000314**

DETAILS OF THE INTEREST: **CROWN LEASE IN PERPETUITY NO. 1192** (NOTE 3)

PERSON WHO POSSESSES THE RIGHT TO A GRANT: Name: **JULALIKARI HOUSING INCORPORATED** Address: **PO BOX 158 TENNANT CREEK NT 0861** (NOTE 4)

MEANS BY WHICH THE RIGHT TO A GRANT AROSE: Section 9(1), 10(1) and 12(3) of the *Crown Lands Act* (NOTE 5)

RESERVATIONS, COVENANTS AND ENCUMBRANCES: All reservations and rights to which this grant is made by the *Crown Lands Act* (NOTE 6)

EASEMENTS: Nil (NOTE 7)

.....
Signed by PETER STEWART MCDONALD
As the delegate of the Minister (NOTE 8)
on (Date) 16th July 2001
In the presence of:
.....
Witness
CATHY C. GUYMER
COMMISSIONER FOR OATHS
Phone (08) 8951 5729
.....

Registered on 17/8/2001 At 13:47

NORTHERN TERRITORY OF AUSTRALIA REGISTRAR-GENERAL

472837

SCHEDULE OF NOTES

1. This form is lodged as an original only and must be typed or completed in biro. Alterations to information entered on the form should be crossed out (not erased or obliterated by painting over) and initialled by the parties.

2. Parcel description, location, area and plan number must be given.

3. Details of the interest ie. Estate in Fee Simple or Crown Lease number.

4. Name of person who possesses the right to the grant.

5. Insert relevant Section under the *Crown Lands Act* or other relevant legislation.

6. Here insert details or any reservations, covenants or easements.

7. Insert Easement Details.

8. Persons who may witness this document are a Commissioner for Oaths, a member of the Legislative Assembly, a legal practitioner within the meaning of the *Legal Practitioners Act*, a person holding office under the *Supreme Court Act*, the *Justices Act*, the *Local Court Act* or the *Registration Act*, a member of the Police Force, a person licensed as a conveyancing agent or real estate agent under the *Agents Licensing Act*, a Notary Public and any other person approved by the Registrar-General.

   A witness to an instrument executed by an individual must first:

   - take reasonable steps to ensure that the individual is the person entitled to sign the instrument;
   - have the individual execute the document in the presence of the witness; and
   - not be a party to the instrument.

   After signing, witnesses must legibly write, type or stamp their names and contact address or telephone number below their signature.

   For a corporation, an instrument must be executed in a way permitted by law or sealed with the corporation's seal in accordance with the *Law of Property Act*, Section 48.

   For witnessing of instruments executed outside the Northern Territory refer to Schedule 1 of the *Land Title Act* and the Registrar-General's Direction.

DEALING LODGEMENT FORM

LANDS TITLES OFFICE
Nichols Place
GPO Box 3021
DARWIN NT 0801

CENTREPOINT BUILDING
PO Box 8043
ALICE SPRINGS
NT 0871

(A) Name and Address of Lodging Party
DLPE · 21 GREGORY TCE
ALICE SPRINGS

No.	(B) Description of Instrument or Document (Please Submit in this Order.)	Registered Number	Fee
1	REPLACE LOST TITLE SPL490	472834	175
2	CHANGE OF NAME	472835	–
3	SURRENDER SPL490	472836	90–
4	NOTICE TO GRANT CLP1192	472837.	–

To lodge documents for registration

1. Complete panel (A) to (D)
2. Present documents in the sequence listed.

(C) Titles, crown leases, duplicate instruments and other documents lodged with the above dealings:

1. CERT OF INCORPORATION
2. CLP1192 / SURVEY PLAN B314

(D) PLEASE INDICATE CLEARLY WHERE DOCUMENTS ARE TO BE RETURNED IN THE SPACE PROVIDED BELOW.
NOTE: Duplicate titles and instruments will be returned to the lodging party unless otherwise instructed above.

Cheque No. .....
Cash .....
Other .....

SUB-TOTAL
CERTIFIED MAIL
TOTAL

THIS SECTION TO BE USED FOR CUSTOMER CODE ONLY.

DLHB

DO NOT COMPLETE IF PAYING CASH.

Government Printer of the Northern Territory 36-33

LANDS PLANNING ENVIRONMENT

SOUTHERN REGION
PO BOX 1512, ALICE SPRINGS NT 0871

Telephone No.: (08) 89 515736
Facsimile No.: (08) 89 515372
ABN: 84 085 734 992

File Ref.: ACLP1192

Frank Mannix
Department of the Registrar General
GPO Box 3021
DARWIN NT 0801

Dear Frank

Please find attached:

a) Form 85 Application to Replace Lost, Mislaid or Destroyed certificate
b) Form 3 Application to note Change of Name
c) Form 17 Surrender of whole of Crown Lease
d) Form 14 Notice of a right to a Grant of Interest

Lot 1004 Standley Street Town of Tennant Creek is not subject to claim under the *Aboriginal Land Rights (NT) Act.*

If you have any queries or require additional information regarding this matter, please do not hesitate to contact me on 89515736 or e-mail elizabeth.taylor@nt.gov.au.

Yours sincerely

LIZ TAYLOR
Project Officer, Land Sales & Management

16 August 2001

Viewed at 14:11:52 on 01/11/2016 by 32GPL.

Viewed at 14:11:52 on 01/11/2016 by 32GPL.

Date Registered: 17/08/2001 **Volume** 639 **Folio** 014
Duplicate Certificate as to Title issued? No

SEARCH CERTIFICATE

CROWN LEASE IN PERPETUITY 01192

Lot 1004 Town of Tennant Creek from plan(s) B 000314
Area under title is 1 hectares 1400 square metres

Owner:
Julalikari Housing Incorporated
of PO Box 158, Tennant Creek NT 0861

Registered Date	Dealing Number	Description
		Previous title is **Volume** 639 **Folio** 013
17/08/2001	472837	Notice of a Right to a Grant of Interest
End of Dealings		

Commencement Date: 17 August 2001} Expiry Date: In Perpetuity}

Reservations:

1. Reservation of a right of entry and inspection.

2. Reservation of all minerals, mineral substances and ores in or upon the land, including gems, stones, sands, valuable earths and fossil fuels.

3. Reservation of a power of resumption.

Provisions:

1. The lease will be in perpetuity.

2. The annual rent for the lease ("called the rent") will be nil

3. The lease is granted under and subject to the Crown Lands Act ("the Act") and the Regulations for the time being in force thereunder, and is conditional upon compliance by the Lessee and will, subject to the Crown Lands Act and the Regulations be liable to be determined and forfeitured for non-compliance with any such lease condition.

4. The Lessee may at any time surrender the lease in the manner prescribed under the Crown Lands Act.

5. For the purpose of section 58 of the Crown Lands Act the Lessee agrees that the Minister may at his absolute discretion determine the Lessee's rights in improvements.

Conditions and Covenants:

1. Subject to the Crown Lands Act, the Lessee will not use the leased land for a purpose other than the purpose for which it is leased, viz: Aboriginal Communal Living.

2. The Lessee will pay rates and taxes which may at any time become due in respect of the leased land.

3. The Lessee will at all times comply with any Control Plan and/or Development Permit under the Planning Act affecting the leased land.

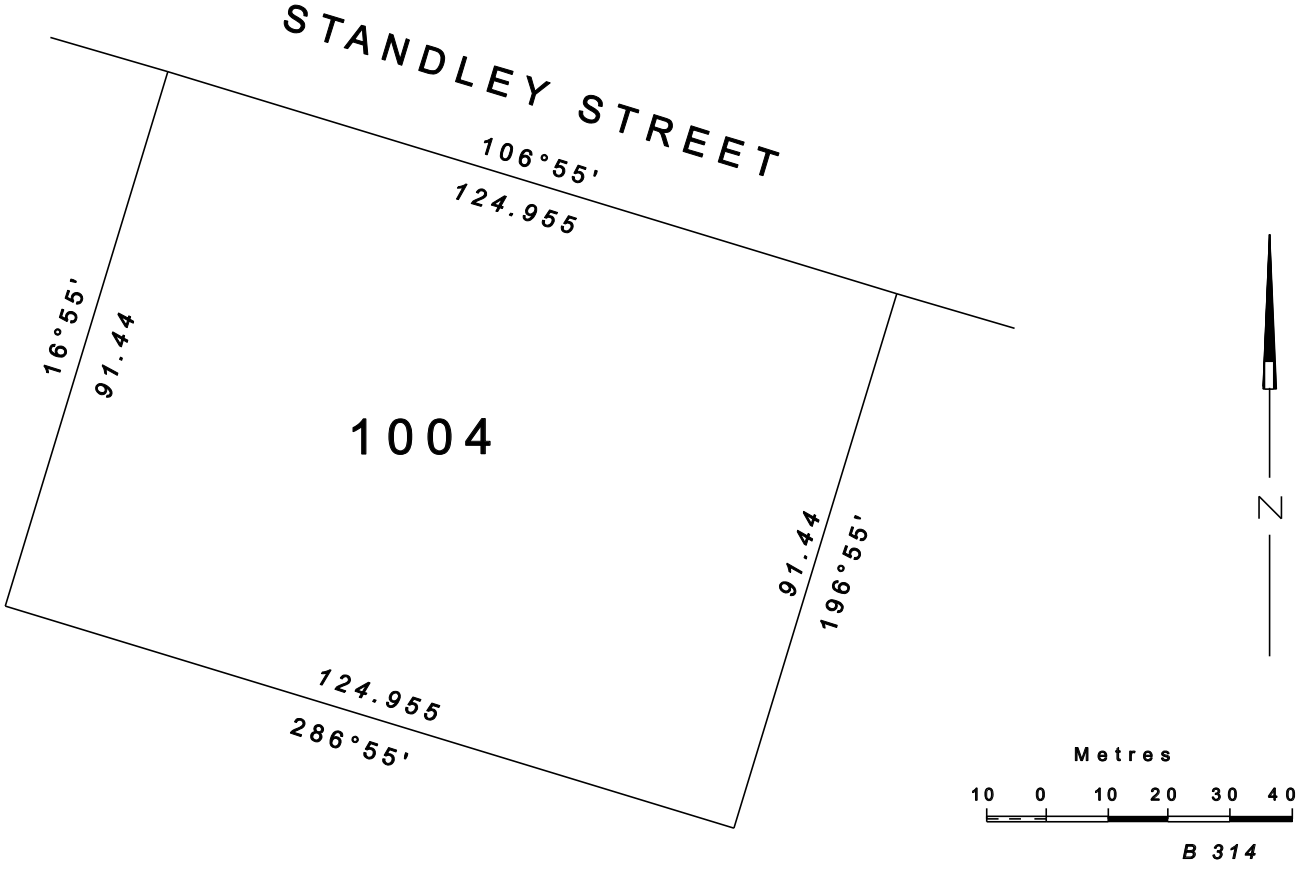
Date Registered: 17/08/2001 **Volume** 639 **Folio** 014

Duplicate Certificate as to Title issued? No

4. The Lessee will in respect of the land included in the lease, ensure that at all times and to the satisfaction of the Minister, the land is kept clean, tidy and free of weeds, debris, dry herbage, rubbish, carcasses of animals and other unsightly or offensive poisonous, toxic or hazardous matter and harbour for insects, pests and the breeding of mosquitoes

5. If the Lessee fails to observe and carry out or cause to be observed or carried out the conditions of condition 4 above on his part, the Territory shall have the right to enter onto the demised premises and do all things necessary to that end and the expense and cost thereof, as determined by the Minister, shall be borne and payable by the Lessee on demand.

6. The Lessee will at all times maintain and repair and keep in repair all improvements on the leased land to the satisfaction of the Minister.



Date Registered: 17/08/2001 **Volume** 639 **Folio** 014
Duplicate Certificate as to Title issued? No

NORTHERN TERRITORY OF AUSTRALIA

Record of Administrative Interests and Information

Record of Administrative Interests and Information
The information contained in this record of Administrative Interests only relates to the below parcel reference.

Parcel Reference: Lot 01004 Town of Tennant Creek plan(s) B 000314

(See section 38 of the Land Title Act)

Note: The Record of Administrative Interests and Information is not part of the Land Register and is not guaranteed by the Northern Territory of Australia, and the NT Government accepts no Liability for any omission, misstatement or inaccuracy contained in this statement.

Registrar General

Government Land Register
(none found)

Custodian - Registrar General (+61 8 8999 6252)

Current Title
CUFT 639 014 (order 1)

Tenure Type
CROWN LEASE IN PERPETUITY 1192

Tenure Status
Current

Area Under Title
1 hectares 1400 square metres

Owners
Julalikari Housing Incorporated
PO Box 158, Tennant Creek NT 0861

Easements
(none found)

Scheme Name
(none found)

Scheme Body Corporate Name
(none found)

Reserved Name(s)
(none found)

Unit Entitlements
(none found)

Transfers
(none found)

Tenure Comments
(none found)

Historic Titles
CUFT 639 013 (order 1)
CUCL 183 056 (order 1)
Visit the website http://www.nt.gov.au/justice/bdm/land_title_office/

Custodian - Surveyor General (+61 8 8995 5362)

Address
37 STANDLEY ST, TENNANT CREEK

Survey Plan
B 000314

Survey Status
Approved

Parcel Status
CURRENT

Parcel Area
1 hectares, 1400 square metres

Map Reference
Code 730 Scale 2500 Sheet 22.31

Parent Parcels
(none found)

Parcel Comments
COM PURP 70/786/48 LAP8502.SEE S2008/29 LOTS 2298(A) TO 2327(A)ALLOCATION OF ADMIN PARCELS AT VILLAGE AND SORRY TOWN CAMP LOTS 1004 AND 2057 TENNANT CREEK

Survey Comments
(none found)

Proposed Easements
(none found)

Municipality
BARKLY SHIRE

Region
BARKLY

Custodian - Valuer General (+61 8 8943 9193)

Owner's Last Known Address
Department of Housing, PROPERTY RATES OFFICER, GPO BOX 4621, DARWIN NT 0801

Parcels in Valuation
Lot 01004 Town of Tennant Creek

Unimproved Capital Value

$110,000 on 01/07/2015
$110,000 on 01/07/2012
$85,000 on 01/07/2010
$24,500 on 01/07/2004
$29,000 on 01/07/2001
$29,000 on 01/07/1998
$27,000 on 01/07/1995
$30,000 on 01/07/1992
$30,000 on 01/01/1990
$25,000 on 01/01/1987
$10,000 on 01/01/1984
$3,500 on 01/01/1981
$1,650 on 06/03/1978
$1,120 on 01/07/1972

Valuation Improvements

01/02/1996 House x 10
15/09/1988 Residential other
01/11/1983 Hostel
Improvement type(ABOR)

Custodian - Property Purchasing (+61 8 8999 6631)

Acquisitions

(none found)

Custodian - Building Advisory Service (+61 8 8999 8965)

Building Control Areas

BBTEN001 - Building Control Area	TENNANT CREEK BUILDING AREA

Building Permits

Application Number:	6 of 7
Description:	3 X DETACHED DWELLINGS
Number of Residental Units:	3
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	328 square metres
Certification:	Single Dwelling - Full Code - *issued on* 27/11/2001

Application Number:	5 of 7
Description:	DWELLING (HOUSE NO. 2)
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	155 square metres
Certification:	Single Dwelling - Full Code - *issued on* 15/12/1998

Application Number:	3 of 7
Description:	2 x 3 BEDROOM HOUSE
Number of Residental Units:	2
Australian Bureau of Statistics Type:	(none found)
Building Class:	House
Area:	324 square metres
Certification:	House - Post Const - *issued on* 26/05/1988

Visit the website http://www.nt.gov.au/building/

Custodian - Town Planning and Development Assessment Services (+61 8 8999 6046)

Planning Scheme Zone
CL (Community Living)

Interim Development Control Orders
(none found)

Planning Notes
(none found)

Planning Applications
(none found)

Custodian - Power and Water Corporation (1800 245 092)

Meters on Parcel

Power Water - Electricity	13
Power Water - Water	1

For Account balances, contact the Power and Water Corporation.

Custodian - Pool Fencing Unit (+61 8 8924 3641)

Swimming Pool/Spa Status
(none found)

For more information, contact the Pool Fencing Unit (+61 8 8924 3641).

Custodian - Mines and Energy (+61 8 8999 5322)

For information on possible Exploration Licences, contact Mines & Energy or visit the website http://www.nt.gov.au/d/Minerals_Energy/

For information on possible Petroleum Titles, contact Mines & Energy for further details.

Custodian - NT Environment Protection Authority (+61 8 8924 4218)

Results of site contamination assessment
(none found)

For further information contact Environment Protection Authority or visit the website https://ntepa.nt.gov.au/waste-pollution/contaminated-land

Custodian - Heritage Branch (+61 8 8999 5039)

Heritage Listing:
(none found)

For further information on heritage places contact Heritage Branch or visit the website http://www.dlpe.nt.gov.au/heritage

Other Interests

For Account balances, contact Barkly Shire Council


2165
MALONEY STREET
1230
STANDLEY STREET
LEICHHARDT STREET
N
1038
1004
1039
2057
2100
2056
VILLAGE CAMP INTERNAL

Date Registered: 27/05/1993 **Volume** 311 **Folio** 019
Duplicate Certificate as to Title issued? Yes

SEARCH CERTIFICATE

CROWN LEASE IN PERPETUITY 01113

Lot 2057 Town of Tennant Creek from plan(s) S 86/102A
Area under title is 4 hectares 6000 square metres

Owner:
Julalikari Housing Incorporated
of PO Box 158, Tennant Creek NT 0861

Easements:
Sewerage Easement to Power and Water Authority

Registered Date	Dealing Number	Description
		Previous title is **Register Book**CUCL **Volume** 200 **Folio** 099
26/11/1996	364700	Statutory Notice - Prescribed Property
27/05/1993	284559	Notice of a Right to a Grant of Interest

End of Dealings

IMPORTANT MESSAGE: This title information is compiled from the paper register and may be incomplete. Please refer to the scanned image of the paper title for further details. Contact Land Titles Office staff for assistance.

Commencement Date: 6th April, 1993

Expiring Date: In Perpetuity

Reservations:

All reservations and rights to which this grant is made subject by the Crown Lands Act.

Provisions:

1. This lease is granted under and subject to the Act and the Regulations for the time being in force thereunder, and is conditional upon compliance by the Lessee with the covenants and conditons to be complied with by the Lessee, and will, subject to the Act and the Regulations, be liable to be determined and forfeited for non-compliance with any such covenant or condition.

2. The Lessee may at any time surrender the lease in the manner prescribed under the Act.

3. For the purposes of Sections 58 & 59 of the Act the Lessee agrees that the Minister may at his absolute discretion determine the Lessee's rights in improvements and whether compensation is payable for improvements following surrender, expiry, termination or forfeiture of this lease.

Lease Conditions:

1. The lease purpose is Aboriginal Residential Complex and Ancillary.

2. The Lessee wil pay rates and taxes which may at any time become due in respect of the leased land.

3. The Lessee will at all times maintain and repair and keep in repair all buildings and improvements on the leased land all to the satisfaction of the Minister.

4. The Lessee wil comply with any Planning Instrument affecting the land.

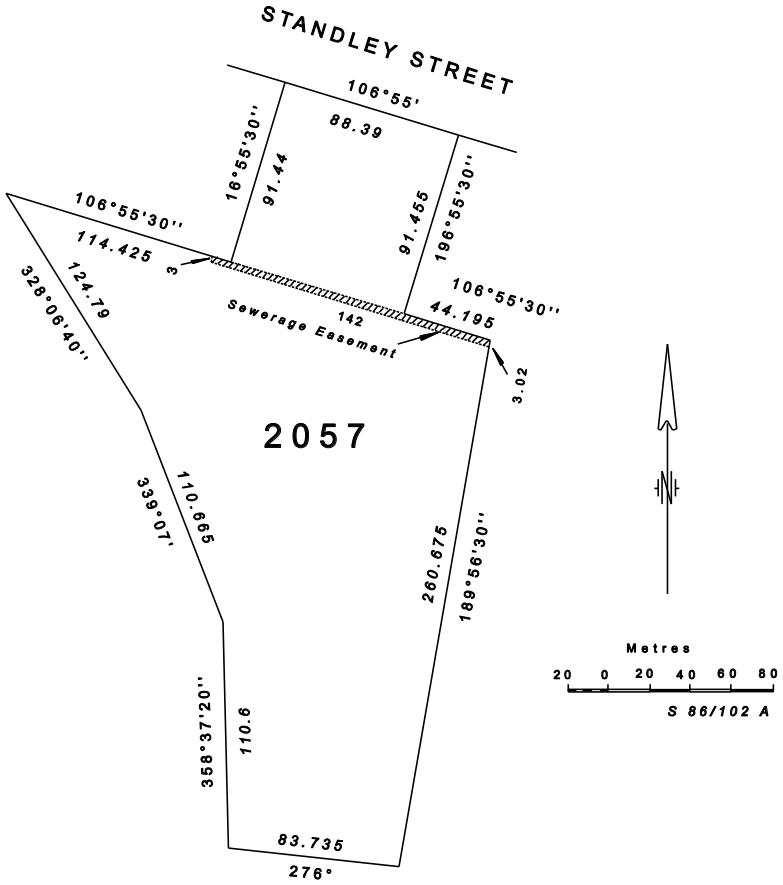
Date Registered: 27/05/1993 **Volume** 311 **Folio** 019

Duplicate Certificate as to Title issued? Yes

5. The Lessee will maintain landscaping of the whole of the front boundary (driveways excepted) of the leased land with suitable vegetation which will provide a screen at least 2 metres high.

6. All electrical and water reticulation plus sewerage will conform at all times with the appropriate by-laws, standards and specifications of the Power and Water Authority.

7. That the leased land will be dust suppressed and adequately drained for stormwater, all such drainage will conform at all times with the appropriate by-laws, standards and specifications of the Department of Transport and Works and the Town Engineer, Tennant Creek Town Council.



Date Registered: 27/05/1993 **Volume** 311 **Folio** 019
Duplicate Certificate as to Title issued? Yes

NORTHERN TERRITORY OF AUSTRALIA

Record of Administrative Interests and Information

Record of Administrative Interests and Information
The information contained in this record of Administrative Interests only relates to the below parcel reference.

Parcel Reference: Lot 02057 Town of Tennant Creek plan(s) S 86/102A

(See section 38 of the Land Title Act)

Note: The Record of Administrative Interests and Information is not part of the Land Register and is not guaranteed by the Northern Territory of Australia, and the NT Government accepts no Liability for any omission, misstatement or inaccuracy contained in this statement.

Registrar General

Government Land Register
(none found)

Custodian - Registrar General (+61 8 8999 6252)

Current Title
CUFT 311 019 (order 1)

Tenure Type
CROWN LEASE IN PERPETUITY 1113

Tenure Status
Current

Area Under Title
4 hectares 6000 square metres

Owners
Julalikari Housing Incorporated
PO Box 158, Tennant Creek NT 0861

Easements
Sewerage Easement to Power and Water Authority

Scheme Name
(none found)

Scheme Body Corporate Name
(none found)

Reserved Name(s)
(none found)

Unit Entitlements
(none found)

Transfers
(none found)

Tenure Comments
(none found)

Historic Titles
CUCL 200 099 (order 2)
CUCL 200 099 (order 1)
Visit the website http://www.nt.gov.au/justice/bdm/land_title_office/

Custodian - Surveyor General (+61 8 8995 5362)

Address
33 STANDLEY ST, TENNANT CREEK

Survey Plan
S 86/102A

Survey Status
Approved

Parcel Status
CURRENT

Parcel Area
4 hectares, 6000 square metres

Map Reference
(none found)

Parent Parcels
Lot 00987 Town of Tennant Creek plan(s) A 000814
Lot 00988 Town of Tennant Creek plan(s) A 000814
Lot 01005 Town of Tennant Creek plan(s) S 82/012

Parcel Comments
SUBDIVISION OF LOTS 987,988 & 1005 (NOW CANCELLED) INTO LOT 2057 VIDE S86/102. NOTICE OF DETERM OF A CL(T) GRANTED TO JULALIKARI COUNCIL INC. FOR ABORIGINAL SOCIAL & CULTURAL AREA (VILLAGE CAMP- NYINK KANYUNU) VIDE NTG G16 22/4/87.SEE S2008/29 LOTS 2298(A) TO 2327(A)ALLOCATION OF ADMIN PARCELS AT VILLAGE AND SORRY TOWN CAMP LOTS 1004 AND 2057 TENNANT CREEK

Survey Comments
SURVEY ON PLANS A - B

Proposed Easements
(none found)

Municipality
BARKLY SHIRE

Region
BARKLY

Custodian - Valuer General (+61 8 8943 9193)

Owner's Last Known Address
Department of Housing, PROPERTY RATES OFFICER, GPO BOX 4621, DARWIN NT 0801

Parcels in Valuation
Lot 02057 Town of Tennant Creek

Unimproved Capital Value
$105,000 on 01/07/2015
$106,000 on 01/07/2012
$82,000 on 01/07/2010
$26,500 on 01/07/2004
$31,250 on 01/07/2001
$31,250 on 01/07/1998
$29,500 on 01/07/1995
$39,000 on 01/07/1992
$47,000 on 01/01/1990
$43,000 on 01/01/1987

Valuation Improvements
01/02/1996 House x 15
15/09/1988 Land

Custodian - Property Purchasing (+61 8 8999 6631)

Acquisitions
(none found)

Custodian - Building Advisory Service (+61 8 8999 8965)

Building Control Areas

BBTEN001 - Building Control Area	TENNANT CREEK BUILDING AREA

Building Permits

Application Number:	8 of 8
Description:	HOUSE
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	181 square metres
Certification:	Single Dwelling - Full Code - *issued on* 03/12/2003

Visit the website http://www.nt.gov.au/building/

Custodian - Town Planning and Development Assessment Services (+61 8 8999 6046)

Planning Scheme Zone
CL (Community Living)

Interim Development Control Orders
(none found)

Planning Notes
(none found)

Planning Applications

File Number
PA1990/0288

Type
Development

Date Received
24/05/1990

Application Purpose
COMMUNITY CENTRE THIS SITE IS ON STANDLEY CRESCENT

Application Status
Approved

Other Affected Parcels
(none found)

Instrument Signed
28/05/1990

Instrument Number

Instrument Issued
Not Complete

Instrument Status
Current

File Number
PA1986/0474

Type
Planning Scheme Amendment

Date Received
24/07/1986

Application Purpose
VCL TO S2 THIS SITE IS ON STANDLEY STREET

Application Status
Completed

Other Affected Parcels
Lot 02055 Town of Tennant Creek
Lot 02056 Town of Tennant Creek

Instrument Signed

Instrument Number

Instrument Issued
Not Complete

Instrument Status
Completed

Custodian - Power and Water Corporation (1800 245 092)

Meters on Parcel

Power Water - Electricity	2
Power Water - Water	1

For Account balances, contact the Power and Water Corporation.

Custodian - Pool Fencing Unit (+61 8 8924 3641)

Swimming Pool/Spa Status

(none found)

For more information, contact the Pool Fencing Unit (+61 8 8924 3641).

Custodian - Mines and Energy (+61 8 8999 5322)

For information on possible Exploration Licences, contact Mines & Energy or visit the website http://www.nt.gov.au/d/Minerals_Energy/

For information on possible Petroleum Titles, contact Mines & Energy for further details.

Custodian - NT Environment Protection Authority (+61 8 8924 4218)

Results of site contamination assessment

(none found)

For further information contact Environment Protection Authority or visit the website https://ntepa.nt.gov.au/waste-pollution/contaminated-land

Custodian - Heritage Branch (+61 8 8999 5039)

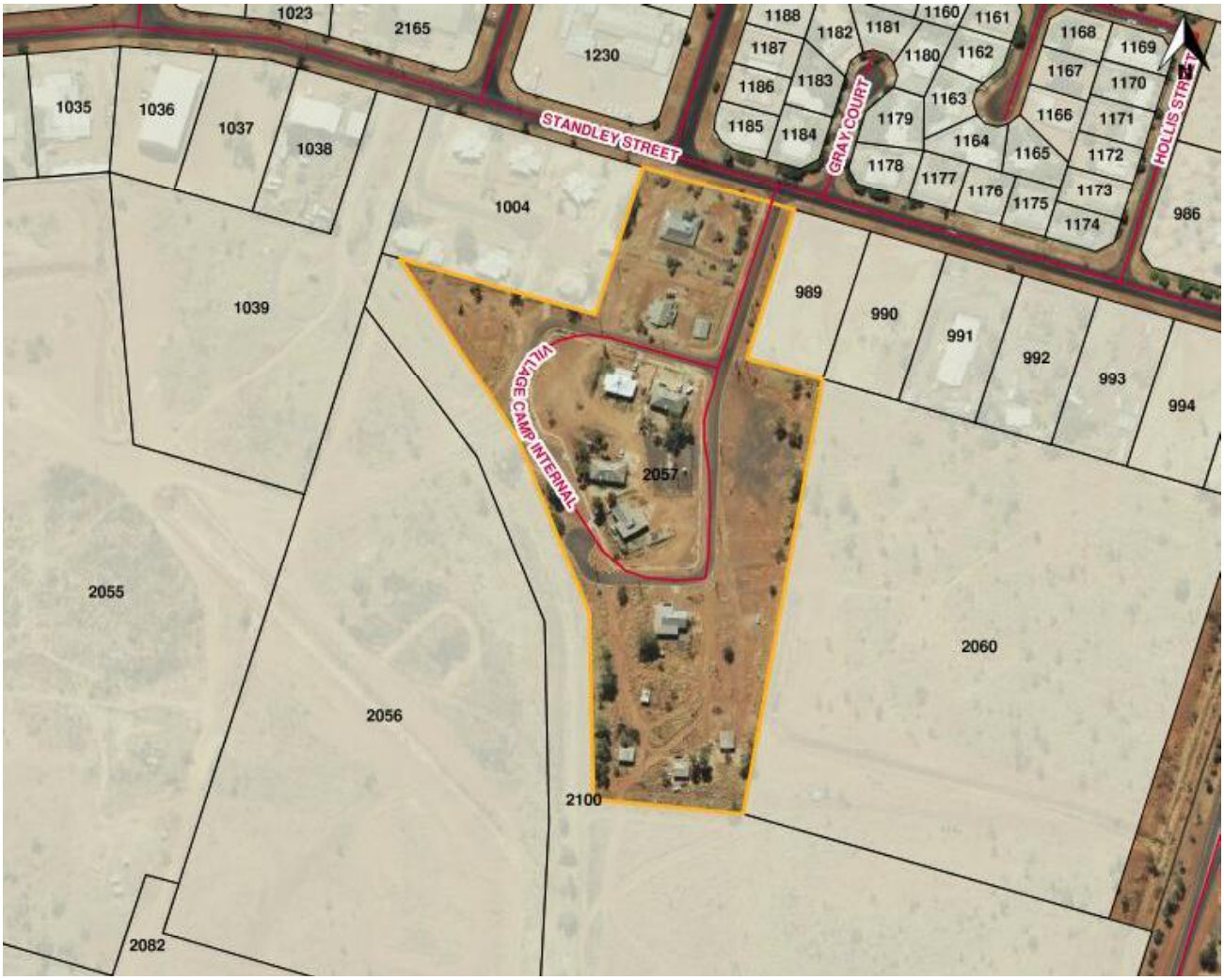
Heritage Listing:

(none found)

For further information on heritage places contact Heritage Branch or visit the website http://www.dlpe.nt.gov.au/heritage

Other Interests

For Account balances, contact Barkly Shire Council


1023
2165
1230
1188
1182
1181
1160
1161
1187
1180
1162
1168
1169
1186
1183
1167
1170
1163
1185
1184
1179
1166
1171
1164
1165
1178
1177
1176
1175
1172
1173
1174
STANDLEY STREET
GRAY COURT
HOLLIS STREET
N
1035
1036
1037
1038
1004
986
1039
989
990
991
992
993
994
VILLAGE CAMP INTERNAL
2057
2055
2060
2056
2100
2082

Tingkarli

Form 32

Section 65

Land Title Act
REGISTRAR-GENERAL'S DIRECTIONS

NORTHERN TERRITORY OF AUSTRALIA

U	**L**	**No:**
S	**L**	**No:**

Kara Masters
Executive Assistant

IMPORTANT NOTICE

Please Note Privacy Statement Overleaf

Commissioner of Taxes use only (NOTE 1)

SUBLEASE

The owner of the lease subleases to the tenant the estate and interest in the land described and the tenant accepts this sublease of the land for the term and at the rent stipulated and subject to the covenants and conditions contained below or on the back of this document and acknowledges the amount payable or other consideration for the lease. (NOTES 2 – 3)

ESTATE AND INTEREST

Lease being subleased: Each Lease listed in the right hand column of Item 1, Part A of Schedule 1
Number:

(NOTE 4)

Register	Volume	Folio	Location	Lot Description	Plan	Unit
CT	501	041	Town of Tennant Creek	2051	S86/060	
CT	312	089	Town of Tennant Creek	2055	S86/102B	
CT	639	012	Town of Tennant Creek	1273	S74/062A	
CT	639	014	Town of Tennant Creek	1004	B000314	
CT	371	160	Town of Tennant Creek	2065	S88/37	
CT	311	019	Town of Tennant Creek	2057	S86/102A	
CT	371	161	Town of Tennant Creek	2066	S88/37	
CT	629	846	Town of Tennant Creek	1271	S80/190	

(NOTE 5)

INTEREST BEING SUBLEASED: The whole of the land. (NOTE 6)

MARKET RENT UNDER THE SUB-LEASE: GST AMOUNT (NOTE 7)

OTHER CONSIDERATION (Include Nil or Nominal Rent): $1 GST AMOUNT $0.09

OWNER OF THE LEASE: Julalikari Housing Incorporated (NOTE 8)

TENANT: Chief Executive Officer (Housing), 1 Briggs Street, Darwin NT 0800 (NOTE 9)

TENANCY: Joint Tenants/Tenants in Common (Shareholding) (NOTE 10)

TERM OF SUBLEASE

Commencing:	Expiring:	Right of Renewal:
___/___2008	___/___2028	Yes

(NOTE 11)

Registered on ..... At .....

CONSENTS (NOTE 12)

The Common Seal of Julalikari Housing Incorporated was affixed hereto this 20th day of October 2008 in our presence pursuant to a resolution of the Council passed on the 20th day of October 2008

JULALIKARI HOUSING INCORPORATED COMMON SEAL NT 223

Geoffrey Shannon x Geoffrey Shannon
Council Member: (Full name)

x GINA MAREE SMITH
Council Member: (Full name)

SIGNED by Chief Executive Officer (Housing)
on (Date) 27 OCT 2008
In the presence of:
Kara Maclean
Qualified Witness:
Kara Maclean
Executive Assistant

(NOTE 13)

CONSENT OF INTEREST HOLDERS

Instrument type: .....

Instrument No: .....

Name of Parties: .....

.....

I the registered proprietor of the interest shown above consent to the registration of this instrument.

Signed: .....

(Date): .....
In the presence of:

.....

Name of Qualified Witness: .....

Address or Telephone No.: .....

Instrument type: .....

Instrument No: .....

Name of Parties: .....

.....

I the registered proprietor of the interest shown above consent to the registration of this instrument.

Signed: .....

(Date): .....
In the presence of:

.....

Name of Qualified Witness: .....

Address or Telephone No.: .....

COVENANTS

It is hereby covenanted by and between the owner of lease and the tenant as follows;

☐ To comply with the provisions contained in Memorandum of Common Provisions recorded in the Register as LTO No.
☑ The conditions and covenants implied by Sections 117 & 119 *Law of Property Act* shall not apply. (delete one)
☑ To comply with the provisions annexed to this lease.

PRIVACY STATEMENT – LAND REGISTER FORMS

The Registrar-General's Office is authorised by the *Land Title Act* to collect the information on this form for the establishment and maintenance of the Land Register, which is made available for search by any person, anywhere, including through the Internet, upon payment of a fee. The information is regularly provided to other NT Government agencies, the Australian Valuation Office, local governments, the Australian Bureau of Statistics, the Australian Taxation Office or other Commonwealth Agencies as required or authorised by law, and some private sector organisations for conveyancing, local government, valuation, statistical, administrative and other purposes. The Department of Planning and Infrastructure also uses the information to prepare and sell or licence property sales reports to commercial organisations concerned with the development, sale or marketing of property.

Failure to provide the information in full or in part may prevent your application or transaction being completed.

Your personal information provided on this form can be subsequently accessed by you on request. If you have any queries please contact the Deputy Registrar-General on 8999 5318.

Sublease

Tennant Creek Community Living Areas

Chief Executive Officer (Housing) (**Territory Housing**)

Julalikari Housing Incorporated (**JHI**)

MinterEllison

LAWYERS

LEVEL 4, 66 SMITH STREET, DARWIN NT 0800
TEL: +61 8 8901 5900 FAX: +61 8 8901 5901
www.minterellison.com

Sublease

Details	**4**
1. Defined terms & interpretation	**5**
2. Grant of Sublease	**6**
3. Consent	**6**
4. Assignment	**7**
5. Options	**7**
6. Rates, charges and taxes	**7**
7. Utility charges	**8**
8. Compliance with Headleases	**8**
9. Maintenance and transfer of ownership of Improvements	**8**
10. Services	**8**
11. Construction of Infrastructure and Services	**9**
12. Residential housing purchases	**9**
13. Use of Premises	**9**
14. Quiet enjoyment	**9**
15. Termination	**9**
16. Change of Definition of 'Premises'	**10**
17. Underlease	**11**
18. Dispute resolution	**11**
19. Holding over	**11**
20. Costs of Sublease	**11**
21. Notices and other communications	**12**

22. Goods and Services Tax 12

23. Miscellaneous 13

Schedule 1 - Sublease Particulars 14

Signing page 17

Annexure A: Underlease

Details

Date

2008

Parties

Name	**Chief Executive Officer (Housing)**
Short form name	**Territory Housing**
Notice details	1 Briggs Street, Darwin NT 0800 Facsimile: 08 8999 98488 Attention: General Manager

Name	**Julalikari Housing Incorporated**
Short form name	**JHI**
Notice details	PO Box 158, Tennant Creek , NT 0861 Facsimile: 08 8962 3236 Attention: General Manager

Background

A Pursuant to the Headleases referred to in Part A of Item 1, the NTA granted leases of the Premises to JHI.

B Pursuant to a separate headlease referred to in Part B of Item 1, the NTA granted a lease of certain other land to JCAC.

C JHI wishes to grant a sublease of the Premises to Territory Housing, and Territory Housing wishes to accept the grant of a sublease of the Premises, on the terms of this Sublease.

D Territory Housing wishes to grant a lease of the Underlease Areas to JCAC, and JCAC wishes to accept the grant of a lease of the Underlease Areas, on the terms of the Underlease.

E JHI consents to Territory Housing granting to JCAC an underlease of the Underlease Areas.

F The consent of the Minister administering the *Crown Lands Act* is required pursuant to section 47 of the *Crown Lands Act* in order for JHI to grant to Territory Housing this Sublease.

G The consent of the Minister administering the *Special Purpose Leases Act* is required pursuant to section 6 of the *Special Purpose Leases Act* in order for JHI to grant to Territory Housing this Sublease.

H The consent of the Minister administering the *Associations Act* is required pursuant to section 110 of the *Association Act* in order for JHI to transfer its ownership of the Prescribed Property to Territory Housing.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this Sublease:

Aboriginal has the meaning given in the Act;

Act means the *Aboriginal Land Rights (Northern Territory) Act 1976 (Cth)*;

Authority Certificate has the meaning given to it in the *Northern Territory Aboriginal Sacred Sites Act;*

Business Day means a day that is not a Saturday, Sunday or public holiday in the Northern Territory;

Business Hours means from 9.00am to 5.00pm on a Business Day;

Commencement Date means the date specified in Item 2;

Controlled means the same as in the *Corporations Act 2001 (Cth);*

First Option Period means the period specified in Item 4;

Headlease means each of the leases set out in the middle column of Part A Item 1;

Improvement includes buildings, structures, fixtures, fittings, plant, equipment and material or articles which are erected on or attached to the Premises (including without limitation houses, fences, streetlights, power poles) but does not include Services;

Initial Term means the period specified in Item 3;

JCAC means Julalikari Council Aboriginal Corporation ABN 52 109 391 552 incorporated under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cth)*;

Northern Territory Entity means the Northern Territory of Australia, a statutory authority or government owned corporation of, or entity controlled by, the Northern Territory of Australia, or a body corporate established under an Act of the Northern Territory of Australia;

NTA means the Northern Territory of Australia;

Permitted Use means the uses specified in Item 5;

Premises means, subject to clause 16, the premises described in the right-hand column of Part A of Item 1 and includes the Improvements and Services in and on the Premises;

Remote Public Housing Management Framework means the document prepared by Territory Housing called 'Remote Public Housing Management Framework' as amended or replaced from time to time.

Rent means $1.00 if demanded;

Residential Tenancy Agreement has the meaning given to a 'tenancy agreement' in the *Residential Tenancies Act* (NT), and which relates to all parts of the Premises, excluding all parts of the Underlease Areas and for the avoidance of doubt, include such tenancy agreements that are prescribed by section 19(4) of the *Residential Tenancies Act* (NT),

Sacred Sites has the meaning given in the *Northern Territory Aboriginal Sacred Sites Act;*

Second Option Period means the period specified in Item 4;

Services includes:

(a) all utilities and services on or connected to the Premises including water, gas, electricity, lighting, sanitation, drainage, stormwater, computer services, communication and telecommunication systems, oil and any other source or type of energy and fuel and includes all wires, cables, pipes ducts and conduits, tanks, electrical and mechanical plant and all other ancillary or associated parts and accessories; and

(b) all roads and footpaths on the Premises;

Term means the Initial Term, the First Option Period and the Second Option Period, unless this Sublease is earlier terminated;

Underleases means the two leases granted by Territory Housing to JCAC under clause 176 of the sublease, as attached at Annexure A; and

Underlease Areas means the areas which are underleased to JCAC in the Underleases.

1.2 Interpretation

In this Sublease, unless a contrary intention appears:

(a) a reference to an Item is a reference to an Item in Schedule 1;

(b) a reference to a Schedule is a reference to a Schedule to this Sublease;

(c) words in the singular include the plural and vice versa;

(d) words importing one gender include each of the other genders; and

(e) a reference to a party includes its successors in title.

2. Grant of Sublease

In consideration of the Rent and Territory Housing's covenants, JHI subleases to Territory Housing the Premises for the Permitted Use for the Term.

3. Consent

(a) This Sublease is conditional upon the Minister administering:

(i) the *Crown Lands Act* providing his or her consent pursuant to section 47 of the *Crown Lands Act*;

(ii) the *Special Purposes Leases Act* providing his or her consent pursuant to section 6 of the *Special Purposes Leases Act*; and

(iii) the *Associations Act* providing his or her consent pursuant to section 110 of the *Associations Act*.

(b) The parties agree that:

(i) each party must use its reasonable endeavours to obtain the consents required under clause 3(a); and

(ii) if those consents are not obtained by 31 December 2008, either party may terminate this Sublease by giving written notice to the other party.

4. Assignment

(a) For the purpose of clause 4(b), the Premises includes the premises that is described in the right-hand column of Part B of Item 1.

(b) JHI assigns to Territory Housing of all of its right title and interest in each Residential Tenancy Agreement that is in existence at the commencement of this Sublease, including JHI's rights and powers under each Residential Tenancy Agreement.

(c) JHI agrees to:

(i) provide notice of the assignment referred to in clause 4(b) to every tenant with an existing Residential Tenancy Agreement;

(ii) ensure that the notice requirement under clause 4(c)(i) is provided in accordance with section 182 of the *Law of Property Act*; and

(iii) use its best endeavours to assist Territory Housing to ensure that all existing Residential Tenancy Agreements are replaced by a tenancy agreement that it is consistent with the Remote Public Housing Management Framework.

(d) JHI consents to Territory Housing:

(i) transferring, subletting or assigning this Sublease to a Northern Territory Entity;

(ii) tenanting, subletting or underleasing the Premises or part of the Premises in accordance with the Permitted Use; and

(iii) granting easements, licences, subleases, transfers or rights of access in relation to the Premises as and in the manner requested by Territory Housing from time to time.

(e) Nothing in clause 4(d) shall be taken to mean that JHI provides its consent to Territory Housing in respect of granting licences, subleases, transfers and rights of access in relation to the Premises beyond the Term without the consent of JHI.

5. Options

(a) At the expiry of the Initial Term or the First Option Period (as the case may be), this Sublease will automatically be renewed for the First Option Period or the Second Option Period (as the case may be) unless Territory Housing has, at least three months prior to the expiry of the Initial Term or the First Option Period (as the case may be), given notice to JHI that this Sublease will not be renewed from that date.

(b) During the First Option Period and the Second Option Period, the terms of this Sublease shall remain the same as during the Initial Term.

(c) For the sake of certainty it is acknowledged that Territory Housing does not have any legal right to an extension of this Sublease beyond the expiry of the Second Option Period, however if requested by Territory Housing, JHI agrees to negotiate in good faith to extend this Sublease after that date.

6. Rates, charges and taxes

(a) Territory Housing must pay all rates, charges and taxes in respect of the Premises and any building located upon the Premises.

(b) JHI must promptly forward any notices in respect of rates, charges or taxes in relation to the Premises to Territory Housing.

(c) Nothing in clause 6(a) prevents Territory Housing from recovering rates, charges and taxes from any underlessee or licensee, including JCAC pursuant to the Underlease.

7. Utility charges

(a) Territory Housing must pay for all electricity, water and gas consumed or used by Territory Housing on the Premises.

(b) Nothing in clause 7(a) prevents Territory Housing from passing liability for the consumption of electricity, water or gas to an underlessee or licensee, including JCAC pursuant to the Underlease.

8. Compliance with Headleases

All of JHI's covenants and obligations contained in each Headlease are incorporated and deemed to be incorporated mutatis mutandis into this Sublease as if they were specifically set out in this Sublease, and Territory Housing agrees with JHI in relation to the Premises in and on the same terms conditions and covenants as JHI as lessee has covenanted and agreed with the NTA as lessor.

9. Maintenance and transfer of ownership of Improvements

(a) The parties acknowledge and agree that:

(i) ownership of all Improvements existing on the Premises at the Commencement Date will be transferred to Territory Housing;

(ii) all Improvements constructed on the Premises during the Term are the property of Territory Housing;

(iii) Territory Housing is responsible for repairs and maintenance of Improvements on the Premises during the Term;

(iv) Territory Housing must maintain public housing on the Premises in accordance with the Remote Public Housing Management Framework; and

(v) upon expiration of the Term Territory Housing's interest in the Improvements will be transferred to JHI (and for the sake of certainty this includes Improvements transferred to Territory Housing under clause 9(a)(i), and all Improvements constructed under clause 9(a)(ii)).

(b) JHI warrants that it has not entered into any agreement with a tenant of any dwelling on the Premises which confer on the tenant a right to purchase the dwelling.

10. Services

(a) The parties acknowledge that the Services may be owned by one or more of JHI, Territory Housing, Power and Water Corporation, the Northern Territory of Australia, the Commonwealth of Australia, or other third parties.

(b) JHI agrees it will use its best endeavours to assist Territory Housing to negotiate and secure an agreement with such persons relating to the Services, as each party considers appropriate.

11. Construction of Infrastructure and Services

(a) JHI acknowledges that Territory Housing may construct, demolish, upgrade, extend, refurbish, landscape or do any other act or thing in relation to all Improvements and Services on the Premises, and in relation to the Premises generally.

(b) Prior to carrying out any construction work outside the existing footprint of a house or other structure on the Premises, Territory Housing must:

(i) obtain from the Aboriginal Areas Protection Authority an Authority Certificate in relation to any Sacred Sites on that part of the Premises, including, if there are any Sacred Sites, specific advice as to the footprint of any Sacred Site which must remain undisturbed by any such construction work; and

(ii) inform all of its employees, invitees, agents, contractors, sub-contractors, operators and other persons acting directly or indirectly with the authority of Territory Housing and engaged in any work on the Premises, of the existence of any of Sacred Sites and of the obligation to avoid and prevent any harm or disturbance to them.

12. Residential housing purchases

(a) Territory Housing and JHI will develop guidelines to enable local Aboriginals to acquire a long-term secure tenure in respect of individual houses and related land area (**Home Ownership Area**) located on the Premises.

(b) It is intended that:

(i) the Home Ownership Area will be excised from this Sublease and a new sublease (Long Term Sublease) of the Home Ownership Area be granted directly by JHI to that local Aboriginal; and

(ii) this Sublease will not apply to that Home Ownership Area following the excision.

13. Use of Premises

Territory Housing must:

(a) not use the Premises for any purpose other than the Permitted Use without the written consent of JHI; and

(b) provide public housing on the Premises.

14. Quiet enjoyment

JHI covenants with Territory Housing that Territory Housing may peaceably hold and enjoy the Premises during the Term without any interruption or disturbance from JHI or any person lawfully claiming through or under JHI.

15. Termination

(a) JHI:

(i) acknowledges and agrees that, with the exception of a breach set out in clause 15(b), damages is an adequate remedy for any breach of this Sublease by Territory Housing;

(ii) waives any rights it may have whether under this Sublease, at law, in equity or otherwise, to terminate this Sublease due to a breach of this Sublease by Territory Housing; and

(iii) to the extent that the waiver in clause 15(a)(ii) is not binding, covenants with Territory Housing that, with the exception of a breach set out in clause 15(b), it will not exercise any rights to terminate this Sublease due to a breach of this Sublease by Territory Housing.

(b) The parties agree that:

(i) the obligations on Territory Housing in clause 13 are fundamental terms of this Sublease; and

(ii) clauses 15(a)(ii) and 15(a)(iii) do not apply to a breach by Territory Housing of clause 13.

(c) JHI may not commence any action or do any act to terminate this Sublease for a breach of clause 13 unless:

(i) it provides to Territory Housing written notice detailing the alleged breach; and

(ii) Territory Housing does not remedy the breach within six months of receipt of that notice.

(d) If Crown Lease Term 01142 and Special Purpose Lease 0540 are consolidated to create a new Crown Lease in Perpetuity, the parties must do all things necessary to ensure that the rights granted to Territory Housing under this Sublease continue under the new Crown Lease in Perpetuity.

16. Change of Definition of 'Premises'

(a) If the Special Purpose Lease referred to in Paragraph 8 of Item 1 **(SPL 0540)** terminates after execution of this Sublease but prior to the consents required under clause 3(a) being obtained, then:

(i) Item 1 is amended by deleting the reference to SPL 0540;

(ii) if a Crown Lease in Perpetuity is granted to JHI in respect of the land formerly the subject of SPL 0540, the definition of 'Premises' is amended by inserting that new Crown Lease in Perpetuity into Item 1; and

(iii) if SPL 0540 and Crown Lease Term 01142 **(CLT 01142)** are both terminated, and a single Crown Lease in Perpetuity is granted to JHI in respect of the land formerly the subject of SPL 0540 and CLT 01142, the definition of 'Premises' is amended by inserting that new Crown Lease in Perpetuity into Item 1.

(b) Without limiting clause 23(b), if any of the Headleases, or the headlease set out in the middle column of Part B Item 1, terminates during the Term, then:

(i) Item 1 is amended by deleting the reference to that Headlease;

(ii) that part of the Premises relating to that Headlease is excised from the Premises;

(iii) that excision has no effect on the remaining parts of the Premises;

(iv) the parties must do all things necessary, including varying this Sublease and signing any other documents, to reflect that this Sublease continues in respect of the remaining parts of the Premises; and

(v) if a new Crown Lease in Perpetuity is granted to JHI in respect of the land formerly the subject of that Headlease, the definition of 'Premises' is amended by inserting that new Crown Lease in Perpetuity into Item 1.

17. Underlease

(a) This Sublease is conditional upon Territory Housing and JCAC executing the Underleases as required under clause 16(b) of the sublease between Territory Housing and JCAC.

(b) JHI consents to Territory Housing granting to JCAC an underlease of the Underlease Areas.

18. Dispute resolution

(a) The parties agree that a dispute arising under this Sublease will be dealt with as follows:

(i) the party claiming that there is a dispute will give the other party a notice setting out the nature of the dispute;

(ii) within 7 Business Days after receipt of that notice each party will seek to negotiate a resolution, with the representatives of each party being the people with day-to-day responsibility of the relevant issue;

(iii) failing settlement within 14 Business Days, CEO of Territory Housing and the General Manager of JHI will try to settle the dispute by direct negotiation between them;

(iv) failing settlement within a further 14 Business Days, the parties may agree to refer the dispute to mediation;

(v) the parties will cooperate fully with any process instigated under this clause in order to achieve a speedy resolution; and

(vi) if a resolution is not reached through mediation within a further 28 Business Days, either party may commence legal proceedings or exercise any other rights it may have under or in respect of this Sublease.

(b) Each party will bear its own costs of complying with this clause 18, and the parties must bear equally the cost of any third person engaged under clause 18(a)(iv).

(c) This clause 18 does not apply to legal proceedings by either party seeking urgent interlocutory relief.

19. Holding over

Where Territory Housing continues in occupation of the Premises after the expiration of the Term without any demand for possession having been made by JHI, Territory Housing is deemed to be holding the Premises under a yearly tenancy determinable at any time upon six month's notice (which notice may expire at any time) being given by either party to the other, at the same Rent and upon and subject to the same terms as are contained in this Sublease so far as they can be applied to a yearly tenancy.

20. Costs of Sublease

(a) Each party must each bear their own costs of and incidental to the negotiation, settlement, preparation and execution of this Sublease.

(b) Territory Housing will pay any costs associated with stamp duty, registration, planning approval and all other necessary consents and survey in respect of or in connection with this Sublease.

21. Notices and other communications

21.1 Service of notices

A notice, demand, consent, approval or communication under this agreement (**Notice**) must be:

(a) in writing, in English and signed by a person duly authorised by the sender; and

(b) hand delivered or sent by prepaid post or facsimile to the recipient's address for Notices specified in the Details, as varied by any Notice given by the recipient to the sender.

21.2 Effective on receipt

A Notice given in accordance with clause 21.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

(a) if hand delivered, on delivery;

(b) if sent by prepaid post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia);

(c) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the entire Notice unless, within eight Business Hours after the transmission, the recipient informs the sender that it has not received the entire Notice,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

22. Goods and Services Tax

(a) For the purposes of this clause:

(i) GST Act means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and

(ii) adjustment event, adjustment note, GST, input tax credit and taxable supply have the meanings given to those terms in the GST Act.

(b) Unless otherwise stated, all amounts payable by one party to the other party under this Sublease are exclusive of GST.

(c) A recipient of a taxable supply made under this Sublease must pay to the supplier an amount equivalent to any GST paid or payable by the supplier in respect of the taxable supply, subject to the supplier issuing a valid tax invoice in accordance with the GST Act to the recipient.

(d) A party's obligation to reimburse the other party for an amount paid or payable to a third party includes GST on the amount paid or payable to the third party, except to the extent that the party being reimbursed is entitled to claim an input tax credit for that GST.

(e) Each party must issue an adjustment note to the other party as soon as it becomes aware of an adjustment event relating to a taxable supply by it under this Sublease.

23. Miscellaneous

(a) This Sublease may be executed by the parties in any number of counterparts and all counterparts taken together will constitute one instrument.

(b) Any term of this Sublease which is not applicable to the Premises or which is repugnant to the general interpretation of this Sublease or which is invalid unlawful void or unenforceable shall be capable of severance without affecting any of the other terms of this Sublease.

(c) If this Sublease is unable to be registered for any reason, if necessary, the parties must do all things including signing new documents, subleases and underleases to enable a sublease to be registered over the Premises. This includes, if necessary, splitting the various areas contained in this Sublease into separate subleases and underleases.

(d) JHI consents to Territory Housing completing or amending any Land Title Office panel form which may be required to register this Sublease, or any amendment to this Sublease contemplated in this Sublease, from time to time. JHI agrees to sign such documents as may be necessary to achieve this.

(e) This Sublease shall not create any relationship between JHI and Territory Housing other than the relationship of sublessor and sublessee.

Schedule 1 - Sublease Particulars

1.	**Premises**	Headlease	Premises
		Part A	
		1. Crown Lease in Perpetuity 01103	1. Lot 2051 Town of Tennant Creek from plan S 86/060 (Kargaru)
		2. Crown Lease in Perpetuity 01114	2. Lot 2055 Town of Tennant Creek from plan S 86/102B (Marla Marla)
		3. Crown Lease in Perpetuity 01191	3. Lot 1273 Town of Tennant Creek from plan S 74/062A (Munji-Marla)
		4. Crown Lease in Perpetuity 01192	4. Lot 1004 Town of Tennant Creek from plan B 000314 (The Village)
		5. Crown Lease in Perpetuity 01122	5. Lot 2065 Town of Tennant Creek from plan S 88/37 (Tinkarli)
		6. Crown Lease in Perpetuity 01113	6. Lot 2057 Town of Tennant Creek from plan S 86/102A (Village Camp)
		7. Crown Lease in Perpetuity 01123	7. Lot 2066 Town of Tennant Creek from plan S 88/37 (Wuppa)
		8. Special Purpose Lease 0540	8. Lot 1271 Town of Tennant Creek from plan S 80/190 (Ngalpa Ngalpa)
		* The Headlease and Premises with corresponding numbers are the same parcel of land.	
		Part B	
		9. Crown Lease Term 01142	9. Lot 2125 Town of Tennant Creek from plan S96/271
2.	**Commencement Date**	The day on which both Ministers provide their consent under clause 3 (a)(i) and (ii) of this Sublease.	
3.	**Term of Sublease**	20 years commencing on the Commencement Date	
4.	**Option Periods**	First Option Period is 20 years Second Option Period is 20 years.	

5.	**Permitted Use**	Territory Housing must only use, and permit the use of, the Premises for any use consistent with the purpose of the Headlease.

Signing page

EXECUTED as an agreement.

Signed by **Chief Executive Officer (Housing)** in the presence of

Kara Maclean.

Signature of witness

Kara Maclean
Executive Assistant

Name of witness (print)

Signature of Chief Executive Officer (Housing)

D.J. Ritchie
Chief Executive

Name of Chief Executive Officer (Housing) (print)

The Common Seal of **Julalikari Housing Incorporated** was affixed hereto this 20 day of October 2008 in our presence pursuant to a resolution of the Council passed on the 20 day of ~~20th~~ October 2008

JULALIKARI HOUSING INCORPORATED
COMMON SEAL

Geoffrey Shannon

Council Member Geoffrey Shannon

Name of Council Member

Council Member

GINA MAREE SMITH

Name of Council Member

Annexure A

Underlease

Form 32

Section 65

Land Title Act
REGISTRAR-GENERAL'S DIRECTIONS

NORTHERN TERRITORY OF AUSTRALIA

U	**L**	**No:**
S	**L**	**No:**

IMPORTANT NOTICE

Please Note Privacy Statement Overleaf

Commissioner of Taxes use only (NOTE 1)

SUBLEASE

The owner of the lease subleases to the tenant the estate and interest in the land described and the tenant accepts this sublease of the land for the term and at the rent stipulated and subject to the covenants and conditions contained below or on the back of this document and acknowledges the amount payable or other consideration for the lease. (NOTES 2 – 3)

ESTATE AND INTEREST

Lease being subleased: Number: Each Lease listed in the right hand column of Item 1 of Schedule 1, except Special Purpose Lease 0540, Lot 1271 Town of Tenant Creek from plan S80/190, Crown Lease in Perpetuity Term 1114, Lot 1273 Town of Tennant Creek from Plan S74/062A and Crown Lease in Perpetuity Term 1192, Lot 1004 Town of Tennant Creek from Plan B000314.. (NOTE 4)

Register	Volume	Folio	Location	Lot Description	Plan	Unit
CT	501	041	Town of Tennant Creek	2051	S86/060	
CT	312	089	Town of Tennant Creek	2055	S86/102B	
CT	371	160	Town of Tennant Creek	2065	S88/37	
CT	371	161	Town of Tennant Creek	2066	S88/37	
CT	728	827	Town of Tennant Creek	2125	S96/271	
CT	311	019	Town of Tennant Creek	2057	S 86/102A	

(NOTE 5)

INTEREST BEING SUBLEASED: Part of the Lots being Administrative Lot Numbers: 2267(A), 2275(A), 2283(A), 2303 (A), 2630 (A), 2414 (A), 2417 (A), 2249(A), 2209 (A), 2418(A), 2191 (A) and 2227(A) as shaded in red on the plan attached at Annexure A. (NOTE 6)

MARKET RENT UNDER THE SUB-LEASE		GST AMOUNT	(NOTE 7)
OTHER CONSIDERATION (Include Nil or Nominal Rent)	$1	GST AMOUNT $0.09	

OWNER OF THE LEASE: Chief Executive Officer (Housing) (NOTE 8)

TENANT: Julalikari Council Aboriginal Corporation, PO Box 158, Tennant Creek NT 0861 (NOTE 9)

TENANCY: Joint Tenants/Tenants in Common (Shareholding) (NOTE 10)

TERM OF SUBLEASE

Commencing:	Expiring:	Right of Renewal:
___/___/2008	___/___/2018	No

(NOTE 11)

Registered on ..... At .....

CONSENTS

(NOTE 12)

The Common Seal of Julalikari Council Aboriginal Corporation was affixed hereto this day of October 2008 in our presence pursuant to a resolution of the Council passed on the day of 2008

.....
Council Member: (Full name)

.....
Council Member: (Full name)

.....
SIGNED by Chief Executive Officer (Housing)

on (Date) .....

In the presence of:

.....
Qualified Witness:

.....

.....

(NOTE 13)

CONSENT OF INTEREST HOLDERS

Instrument type: .....

Instrument No: .....

Name of Parties: .....

.....
I the registered proprietor of the interest shown above consent to the registration of this instrument.

Signed: .....

(Date): .....
In the presence of:

.....

Name of Qualified Witness: .....

Address or Telephone No.: .....

Instrument type: .....

Instrument No: .....

Name of Parties: .....

.....
I the registered proprietor of the interest shown above consent to the registration of this instrument.

Signed: .....

(Date): .....
In the presence of:

.....

Name of Qualified Witness: .....

Address or Telephone No.: .....

COVENANTS

It is hereby covenanted by and between the owner of lease and the tenant as follows;

☐ To comply with the provisions contained in Memorandum of Common Provisions recorded in the Register as LTO No.

☑ The conditions and covenants implied by Sections 117 & 119 *Law of Property Act* shall not apply. (delete one)

☑ To comply with the provisions annexed to this lease.

PRIVACY STATEMENT – LAND REGISTER FORMS

The Registrar-General's Office is authorised by the *Land Title Act* to collect the information on this form for the establishment and maintenance of the Land Register, which is made available for search by any person, anywhere, including through the Internet, upon payment of a fee. The information is regularly provided to other NT Government agencies, the Australian Valuation Office, local governments, the Australian Bureau of Statistics, the Australian Taxation Office or other Commonwealth Agencies as required or authorised by law, and some private sector organisations for conveyancing, local government, valuation, statistical, administrative and other purposes. The Department of Planning and Infrastructure also uses the information to prepare and sell or licence property sales reports to commercial organisations concerned with the development, sale or marketing of property.

Failure to provide the information in full or in part may prevent your application or transaction being completed.

Your personal information provided on this form can be subsequently accessed by you on request. If you have any queries please contact the Deputy Registrar-General on 8999 5318.

CL Underlease

Tennant Creek Community Living Areas

Chief Executive Officer (Housing) (**Territory Housing**)

Julalikari Council Aboriginal Corporation (**JCAC**)

MinterEllison

LAWYERS

LEVEL 4, 66 SMITH STREET, DARWIN NT 0800
TEL: +61 8 8901 5900 FAX: +61 8 8901 5901
www.minterellison.com

Underlease

Details		3
1.	Defined terms & interpretation	4
2.	Grant of Underlease	5
3.	Conditions	5
4.	Renewal	5
5.	Rates, charges and taxes	6
6.	Utility charges	6
7.	Compliance with Headleases	6
8.	Repairs and maintenance	6
9.	Use of CL Underlease Area	7
10.	Quiet enjoyment	7
11.	Breach	7
12.	Termination	7
13.	Change of Definition of 'Premises' and 'CL Underlease Areas'	8
14.	Dispute resolution	8
15.	Holding over	9
16.	Costs of CL Underlease	9
17.	Notices and other communications	9
18.	Goods and Services Tax	10
19.	Miscellaneous	10
Schedule 1 - CL Underlease Particulars		11
Signing page		12
Annexure A: Map of Underlease Areas		

Details

Date

2008

Parties

Name	**Chief Executive Officer (Housing)**
Short form name	**Territory Housing**
Notice details	1 Briggs Street, Darwin NT 0800 Facsimile: 08 8999 98488 Attention: General Manager

Name	**Julalikari Council Aboriginal Corporation**
Short form name	**JCAC**
Notice details	PO Box 158, Tennant Creek , NT 0861 Facsimile: 08 8962 3236 Attention: General Manager

Background

A Pursuant to the Headleases, the NTA granted leases of the part of the Premises to JHI, and part of the Premises to JCAC.

B JHI and JCAC each has granted, or will grant, a sublease of those parts of the Premises in relation to which they are lessee, to Territory Housing.

C Territory Housing wishes to grant an underlease of the CL Underlease Area to JCAC, and JCAC wishes to accept the grant of an underlease of the CL Underlease Area, on the terms of this CL Underlease.

D JHI consents, under clause 17 of its Sublease with Territory Housing, to Territory Housing granting to JCAC an underlease of those parts of the Premises in relation to which JHI is the lessee.

E Territory Housing also wishes to grant an underlease of the SPL Underlease Area to JCAC, and the parties have entered into, or will enter into, a separate underlease (**SPL Underlease**) in relation to the SPL Underlease Area.

F The consent of the Minister administering the *Crown Lands Act* is required pursuant to section 47 of the *Crown Lands Act* in order for Territory Housing to grant to JCAC this CL Underlease.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this Underlease:

Aboriginal has the meaning given in the Act;

Act means the *Aboriginal Land Rights (Northern Territory) Act 1976 (Cth)*;

Business Day means a day that is not a Saturday, Sunday or public holiday in the Northern Territory;

Business Hours means from 9.00am to 5.00pm on a Business Day;

CL Underlease means this underlease;

CL Underlease Area means, subject to clause 13, the areas shaded in red in the plans in Annexure A and labelled with the following Administrative Lot Numbers: 2418(A), 2191(A), 2303(A), 2267(A), 2275(A), 2283(A), 2209(A) 2417(A), 2414(A), 2630 (A), 2249(A) and 2227(A), and includes the Improvements and Services on the CL Underlease Area;

Commencement Date means the date specified in Item 2;

Headlease means each of the leases set out in the middle column of Item 1;

Improvement includes buildings, structures, fixtures, fittings, plant, equipment and material or articles which are erected on or attached to the CL Underlease Area (including without limitation houses, fences, streetlights, power poles) but does not include Services;

Initial Term means the period specified in Item 3;

JCAC means Julalikari Council Aboriginal Corporation ABN 52 109 391 552 incorporated under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cth)*;

NTA means the Northern Territory of Australia;

Option Period means that period specified in Item 4;

Permitted Use means the uses specified in Item 5;

Premises means the premises described in the right-hand column of Item 1 and includes the Improvements and Services on the Premises;

Rent means $1.00 if demanded;

Services includes:

(a) all utilities and services on or connected to the Premises including water, gas, electricity, lighting, sanitation, drainage, stormwater, computer services, communication and telecommunication systems, oil and any other source or type of energy and fuel and includes all wires, cables, pipes ducts and conduits, tanks, electrical and mechanical plant and all other ancillary or associated parts and accessories; and

(b) all roads and footpaths on the Premises;

SPL Underlease means the underlease referred to in Recital E;

Sublease means the sublease granted to by JHI to Territory Housing, and the sublease granted by JCAC to Territory Housing; and

Term means the Initial Term, the First Option Period and the Second Option Period, unless this Underlease is terminated earlier.

1.2 Interpretation

In this Underlease, unless a contrary intention appears:

(a) a reference to an Item is a reference to an Item in Schedule 1;

(b) a reference to a Schedule is a reference to a Schedule to this Underlease;

(c) words in the singular include the plural and vice versa;

(d) words importing one gender include each of the other genders; and

(e) a reference to a party includes its successors in title.

2. Grant of Underlease

In consideration of the Rent and JCAC's covenants, Territory Housing underleases to JCAC the CL Underlease Area for the Permitted Use for the Term.

3. Conditions

3.1 Pre-conditions

(a) This CL Underlease is conditional upon:

(i) JHI, JCAC and Territory Housing entering into the Subleases;

(ii) JCAC and Territory Housing entering into the SPL Underlease;

(iii) the Minister administering the *Crown Lands Act* providing his or her consent pursuant to section 47 of the *Crown Lands Act* in relation to the Subleases and this CL Underlease; and

(iv) the Minister administering the *Special Purpose Lease Act* providing his or her consent pursuant to section 6 of the *Special Purposes Leases Act* in relation to the Subleases and the SPL Underlease,

and the parties must execute this CL Underlease at the same time as the Subleases and the SPL Underlease are executed.

(b) The parties agree that:

(i) each party must use its reasonable endeavours to obtain the consents required under clause 3.1(a); and

(ii) if those consents are not obtained by 31 December 2008, either party may terminate this Sublease by giving written notice to the other party.

3.2 No assignment

JCAC must not assign or transfer, sublet, part with or share the possession of, grant any licence affecting, mortgage, encumber, charge or otherwise deal with or dispose of this CL Underlease or the CL Underlease Area.

4. Renewal

(a) Following execution of this CL Underlease, either party may cause to be lodged a plan of survey in respect of the CL Underlease Area, in accordance with section 49 of the *Licensed Surveyors Act*.

(b) Territory Housing is responsible for the cost of preparing and lodging the plan of survey.

(c) Conditional upon the plan of subdivision being approved by the Surveyor-General, either party may, by written notice to the other party at any time prior to six months before the end of the Initial Term, renew this CL Underlease for the Option Period.

(d) During the Option Period, the terms of this Underlease shall remain the same as during the Initial Term, except that this clause will be deleted.

(e) If anything in this clause 4 causes a party to breach section 61 of the *Planning Act*, then:

(i) this clause 4 (with the exception of the remainder of this clause 4(e)) is severed from this CL Underlease;

(ii) neither party will have an option to renew this CL Underlease; and

(iii) each party must, at the request of the other party, negotiate in good faith whether to renew this CL Underlease.

5. Rates, charges and taxes

JCAC must pay all rates, charges and taxes in respect of the CL Underlease Area and any building located upon the CL Underlease Area.

6. Utility charges

JCAC must pay for all electricity, water and gas consumed or used on the CL Underlease Area.

7. Compliance with Headleases

All of JHI's and JCAC's covenants and obligations contained in each Headlease and Sublease are incorporated and deemed to be incorporated into this CL Underlease as if they were specifically set out in this CL Underlease, and JCAC agrees with Territory Housing in relation to the CL Underlease Area in and on the same terms conditions and covenants as JHI and JCAC (each as lessee) has covenanted and agreed with the NTA (as lessor).

8. Repairs and maintenance

(a) JCAC is responsible for repairing and maintaining the CL Underlease Area during the Term and must ensure that the CL Underlease Area (including Improvements and all outside and open areas) are kept:

(i) clean;

(ii) neat and tidy in appearance;

(iii) in a state of reasonable repair; and

(iv) clear of graffiti and litter.

(b) Territory Housing and any person authorised by Territory Housing may at all reasonable times enter the CL Underlease Area and view its condition and state of repair, and if Territory Housing considers that there is any defect or damage which the JCAC is obliged to repair, Territory Housing may notify JCAC of the defect or damage and require JCAC to repair it within a reasonable time.

(c) If JCAC does not fulfil its obligations under clause 8(a) or (b), Territory Housing may (without any obligation to do so) undertake such repairs and maintenance and recover the cost of doing so from JCAC.

(d) Territory Housing may on reasonable notice enter onto the CL Underlease Area, to construct, demolish, upgrade, extend, refurbish, or do any other act or thing in relation to all Improvements and Services on the Premises, and in relation to the Premises generally.

(e) Territory Housing will not exercise its right under clause 8(d):

(i) unless it considers it reasonable for the purposes of ensuring:

(A) that nothing in or on the CL Underlease Area infringes, or otherwise adversely impacts on its occupation of the Premises;

(B) the CL Underlease Area is maintained in manner and up to a standards that is appropriate for the Permitted Use that relate to that particular CL Underlease Area; and

(C) the safety of any person;

(f) For the purposes of Territory Housing exercising its right under clause 8(d), in relation to the CL Underlease Areas that are marked 'C' (ceremonial and traditional Aboriginal purposes), and without limiting Territory Housing's right of entry under that clause, Territory Housing agrees to observe JCAC's reasonable requirements that assist Territory Housing to demonstrate respect for aboriginal cultural practices and beliefs, except in the case of emergency.

9. Use of CL Underlease Area

JCAC must not use the CL Underlease Area for any purpose other than the Permitted Use without the written consent of Territory Housing.

10. Quiet enjoyment

Territory Housing covenants with JCAC that JCAC may peaceably hold and enjoy the CL Underlease Area during the Term without any interruption or disturbance from Territory Housing or any person lawfully claiming through or under Territory Housing.

11. Breach

If:

(a) JCAC breaches any of its obligations under the SPL Underlease; and

(b) an equivalent obligation is imposed on JCAC under this CL Underlease,

then JCAC is deemed to have breached that equivalent obligation under this CL Underlease.

12. Termination

(a) If JCAC breaches any of its obligations under this CL Underlease, Territory Housing may terminate this CL Underlease in respect of the whole or a part of the CL Underlease Area if:

(i) it provides JCAC with written notice detailing the alleged breach; and

(ii) JCAC does not remedy the breach within 30 days of receipt of that notice.

(b) If Territory Housing elects to terminate this CL Underlease in respect of a part of the CL Underlease Area, the parties must do all things necessary, including varying this CL Underlease and signing any other documents, to excise that part of the CL Underlease Area and to reflect that this CL Underlease continues in respect of the remaining parts of the CL Underlease Area.

(c) If the SPL Underlease terminates for any reason, this CL Underlease automatically terminates on the same day.

(d) If Crown Lease Term 01142 and Special Purpose Lease 0540 are consolidated to create a new Crown Lease in Perpetuity, the parties must do all things necessary to ensure that the rights granted to JCAC under this CL Underlease in relation to Crown Lease Term 01142 continue under the new Crown Lease in Perpetuity.

13. Change of Definition of 'Premises' and 'CL Underlease Areas'

(a) If the Special Purpose Lease referred to in Paragraph 8 of Item 1 (**SPL 0540**) terminates after execution of this Sublease but prior to the consents required under clause 3.1(a) of this CL Underlease being obtained, then:

(i) Item 1 is amended by deleting the reference to SPL 0540;

(ii) if a Crown Lease in Perpetuity is granted to JHI in respect of the land formerly the subject of SPL 0540, the definition of 'Premises' is amended by inserting that new Crown Lease in Perpetuity into Item 1;

(iii) if SPL 0540 and Crown Lease Term 01142 (**CLT 01142**) are both terminated, and a single Crown Lease in Perpetuity is granted to JHI in respect of the land formerly the subject of SPL 0540 and CLT 01142, the definition of 'Premises' is amended by inserting that new Crown Lease in Perpetuity into Item 1; and

(iv) the CL Underlease Area will include the areas shaded in red in the plans that are labelled with Administrative Lot Numbers 2166(A) and 2183(A).

(b) Without limiting clause 19(b), if any of the Headleases terminates during the Term, then:

(i) Item 1 is amended by deleting the reference to that Headlease;

(ii) that part of the CL Underlease Area relating to that Headlease is excised from the CL Underlease Area;

(iii) that excision has no effect on the remaining parts of the CL Underlease Area;

(iv) the parties must do all things necessary, including varying this CL Underlease and signing any other documents, to reflect that this CL Underlease continues in respect of the remaining parts of the CL Underlease Area; and

(v) if a new Crown Lease in Perpetuity is granted to JHI in respect of the land formerly the subject of that Headlease, the definition of 'Premises' is amended by inserting that new Crown Lease in Perpetuity into Item 1.

14. Dispute resolution

(a) The parties agree that a dispute arising under this CL Underlease will be dealt with as follows:

(i) the party claiming that there is a dispute will give the other party a notice setting out the nature of the dispute;

(ii) within 7 Business Days after receipt of that notice each party will seek to negotiate a resolution, with the representatives of each party being the people with day-to-day responsibility of the relevant issue;

(iii) failing settlement within 14 Business Days, CEO of Territory Housing and the General Manager of JCAC will try to settle the dispute by direct negotiation between them;

(iv) failing settlement within a further 14 Business Days, the parties may agree to refer the dispute to mediation;

(v) the parties will cooperate fully with any process instigated under this clause in order to achieve a speedy resolution; and

(vi) if a resolution is not reached through mediation within a further 28 Business Days, either party may commence legal proceedings or exercise any other rights it may have under or in respect of this CL Underlease.

(b) Each party will bear its own costs of complying with this clause14, and the parties must bear equally the cost of any third person engaged under clause 14(a)(iv).

(c) This clause 14 does not apply to legal proceedings by either party seeking urgent interlocutory relief.

15. Holding over

Where JCAC continues in occupation of the CL Underlease Area after the expiration of the Term without any demand for possession having been made by Territory Housing, JCAC is deemed to be holding the CL Underlease Area under a monthly tenancy determinable at any time upon 30 day's notice (which notice may expire at any time) being given by either party to the other, at the same Rent and upon and subject to the same terms as are contained in this CL Underlease so far as they can be applied to a monthly tenancy.

16. Costs of CL Underlease

(a) Each party must each bear their own costs of and incidental to the negotiation, settlement, preparation and execution of this CL Underlease.

(b) Territory Housing will pay any costs associated with stamp duty, registration, planning approval and all other necessary consents and survey in respect of or in connection with this CL Underlease.

17. Notices and other communications

17.1 Service of notices

A notice, demand, consent, approval or communication under this CL Underlease (**Notice**) must be:

(a) in writing, in English and signed by a person duly authorised by the sender; and

(b) hand delivered or sent by prepaid post or facsimile to the recipient's address for Notices specified in the Details, as varied by any Notice given by the recipient to the sender.

17.2 Effective on receipt

A Notice given in accordance with clause 17.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

(a) if hand delivered, on delivery;

(b) if sent by prepaid post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia);

(c) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the entire Notice unless, within eight Business Hours after the transmission, the recipient informs the sender that it has not received the entire Notice,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

18. Goods and Services Tax

(a) For the purposes of this clause:

(i) GST Act means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and

(ii) adjustment event, adjustment note, GST, input tax credit and taxable supply have the meanings given to those terms in the GST Act.

(b) Unless otherwise stated, all amounts payable by one party to the other party under this CL Underlease are exclusive of GST.

(c) A recipient of a taxable supply made under this CL Underlease must pay to the supplier an amount equivalent to any GST paid or payable by the supplier in respect of the taxable supply, subject to the supplier issuing a valid tax invoice in accordance with the GST Act to the recipient.

(d) A party's obligation to reimburse the other party for an amount paid or payable to a third party includes GST on the amount paid or payable to the third party, except to the extent that the party being reimbursed is entitled to claim an input tax credit for that GST.

(e) Each party must issue an adjustment note to the other party as soon as it becomes aware of an adjustment event relating to a taxable supply by it under this CL Underlease.

19. Miscellaneous

(a) This CL Underlease may be executed by the parties in any number of counterparts and all counterparts taken together will constitute one instrument.

(b) Any term of this CL Underlease which is not applicable to the CL Underlease Area or which is repugnant to the general interpretation of this CL Underlease or which is invalid unlawful void or unenforceable shall be capable of severance without affecting any of the other terms of this CL Underlease.

(c) JCAC consents to Territory Housing completing or amending any Land Title Office panel form which may be required to register this CL Underlease, or any amendment to this CL Underlease contemplated in this CL Underlease, from time to time. JCAC agrees to sign such documents as may be necessary to achieve this.

(d) This CL Underlease shall not create any relationship between JCAC and Territory Housing other than the relationship of underlessor and underlessee.

Schedule 1 - CL Underlease Particulars

1.	**Premises**	Headlease	Premises
		1. Crown Lease in Perpetuity 01103	1. Lot 2051 Town of Tennant Creek from plan S 86/060 (Kargaru)
		2. Crown Lease in Perpetuity 01114	2. Lot 2055 Town of Tennant Creek from plan S 86/102B (Marla Marla)
		3. Crown Lease in Perpetuity 01191	3. Lot 1273 Town of Tennant Creek from plan S 74/062A (Munji-Marla)
		4. Crown Lease in Perpetuity 01192	4. Lot 1004 Town of Tennant Creek from plan B 000314 (The Village)
		5. Crown Lease in Perpetuity 01122	5. Lot 2065 Town of Tennant Creek from plan S 88/37 (Tinkarli)
		6. Crown Lease in Perpetuity 01113	6. Lot 2057 Town of Tennant Creek from plan S 86/102A (Village Camp)
		7. Crown Lease in Perpetuity 01123	7. Lot 2066 Town of Tennant Creek from plan S 88/37 (Wuppa)
		8. Special Purpose Lease 0540	8. Lot 1271 Town of Tennant Creek from plan S 80/190 (Ngalpa Ngalpa)
		9. Crown Lease Term 01142	9. Lot 2125 Town of Tennant Creek from plan S96/271
		* The Headlease and Premises with corresponding numbers are the same parcel of land.	
2.	**Commencement Date**	The day on which the Minister provides his or her consent under clause 3.1(a) of this CL Underlease	
3.	**Term of Underlease**	10 years commencing on the Commencement Date	
4.	**Option Periods**	The balance of the period of the Sublease, including any option periods under the Sublease	
5.	**Permitted Use**	For those areas on the plan marked A, community buildings and spaces. For those areas on the plan marked B, child care centres. For those areas on the plan marked C, ceremonial and traditional Aboriginal purposes.	

Signing page

EXECUTED as an agreement.

Signed by **Chief Executive Officer (Housing)** in the presence of

Signature of witness ←

Name of witness (print)

Signature of Chief Executive Officer (Housing) ←

Name of Chief Executive Officer (Housing) (print)

The Common Seal of **Julalikari Council Aboriginal Corporation** was affixed hereto this day of October 2008 in our presence pursuant to a resolution of the Council passed on the day of 2008:

Council Member ←

Name of Council Member

Council Member ←

Name of Council Member

Annexure A

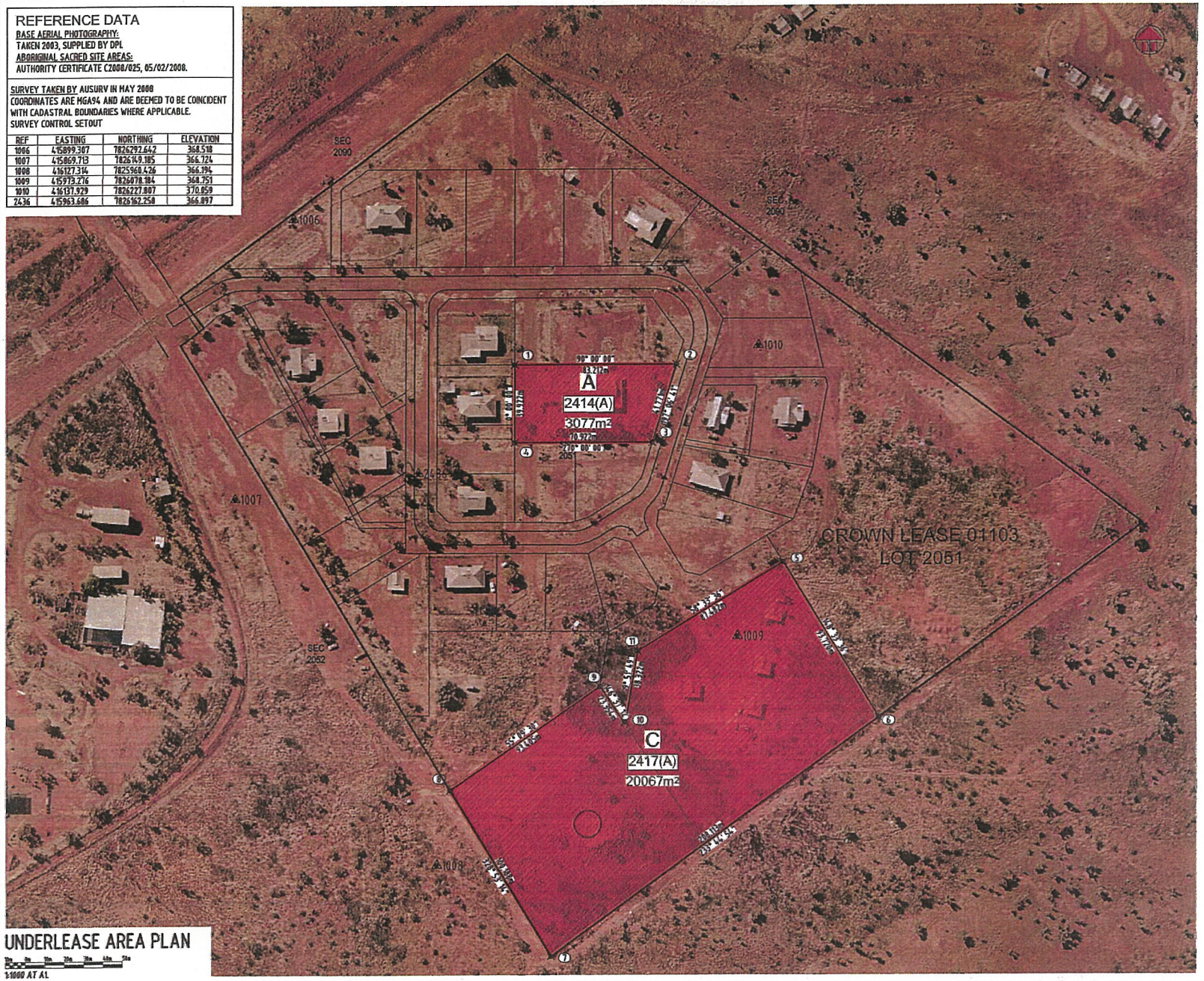
Map of CL Underlease Area

REFERENCE DATA

BASE AERIAL PHOTOGRAPHY:
TAKEN 2003, SUPPLIED BY DPI.
ABORIGINAL SACRED SITE AREAS:
AUTHORITY CERTIFICATE C2008/025, 05/02/2008.

SURVEY TAKEN BY AUSURV IN MAY 2008
COORDINATES ARE MGA94 AND ARE DEEMED TO BE COINCIDENT WITH CADASTRAL BOUNDARIES WHERE APPLICABLE.
SURVEY CONTROL SETOUT

REF	EASTING	NORTHING	ELEVATION
1006	415899.307	7826292.642	368.518
1007	415869.713	7826149.185	366.724
1008	416127.314	7825960.426	366.194
1009	415973.276	7826078.184	368.751
1010	416137.929	7826227.807	370.859
2436	415963.686	7826162.258	366.897



SETTING OUT TABLE

POINT	EASTING	NORTHING
1	416012.5885	7826217.8511
2	416095.8885	7826217.8511
3	416083.5101	7826177.9288
4	416012.5885	7826177.9288
5	416150.6634	7826116.2117
6	416199.5482	7826036.2515
7	416031.7198	7825913.1871
8	415979.9501	7825998.9634
9	416056.6109	7826052.3266
10	416069.4601	7826033.8677
11	416076.0248	7826070.5804

UNDERLEASE AREA PLAN

1:1000 AT A1

No.	DESCRIPTION	DATE	INT.
A	ISSUE FOR ADMINISTRATIVE APPROVAL	09.10.2008	JTL

AMENDMENTS

OPUS QANTEC McWILLIAM
A.B.N. 79 008 342 055
Level 1, 69 Smith Street
Darwin NT 0801
GPO Box 4083 Darwin NT 0801
Telephone: (08) 8981 7600
Facsimile: (08) 8941 1802
E-Mail: darwin@opusqmcw.com.au

N-08004_01_UNDERLEASE

territory housing

DRAWN	CHECKED
SGE\JTL	J.ANTOUN
DATE OCT 2008	DATE OCT 2008
DESIGNED	CHECKED
DATE	DATE
DESIGN PROJECT LEADER	PROJECT OFFICER
DATE	DATE

Northern Territory Government
Department of Planning and Infrastructure

TENNANT CREEK
KARGARU (238)
INFRASTRUCTURE DESIGN PROJECT FOR TENNANT CREEK URBAN LIVING AREAS
CROWN LEASE IN PERPETUITY 01103
LOT 2051 TOWN OF TENNANT CREEK (FROM PLAN S 86/060)

FILE No.	ASSET No.	SHEET No.	DRAWING No.	AMEND.	SHEET SIZE
-	-	- OF -	R08-2033	A	A1

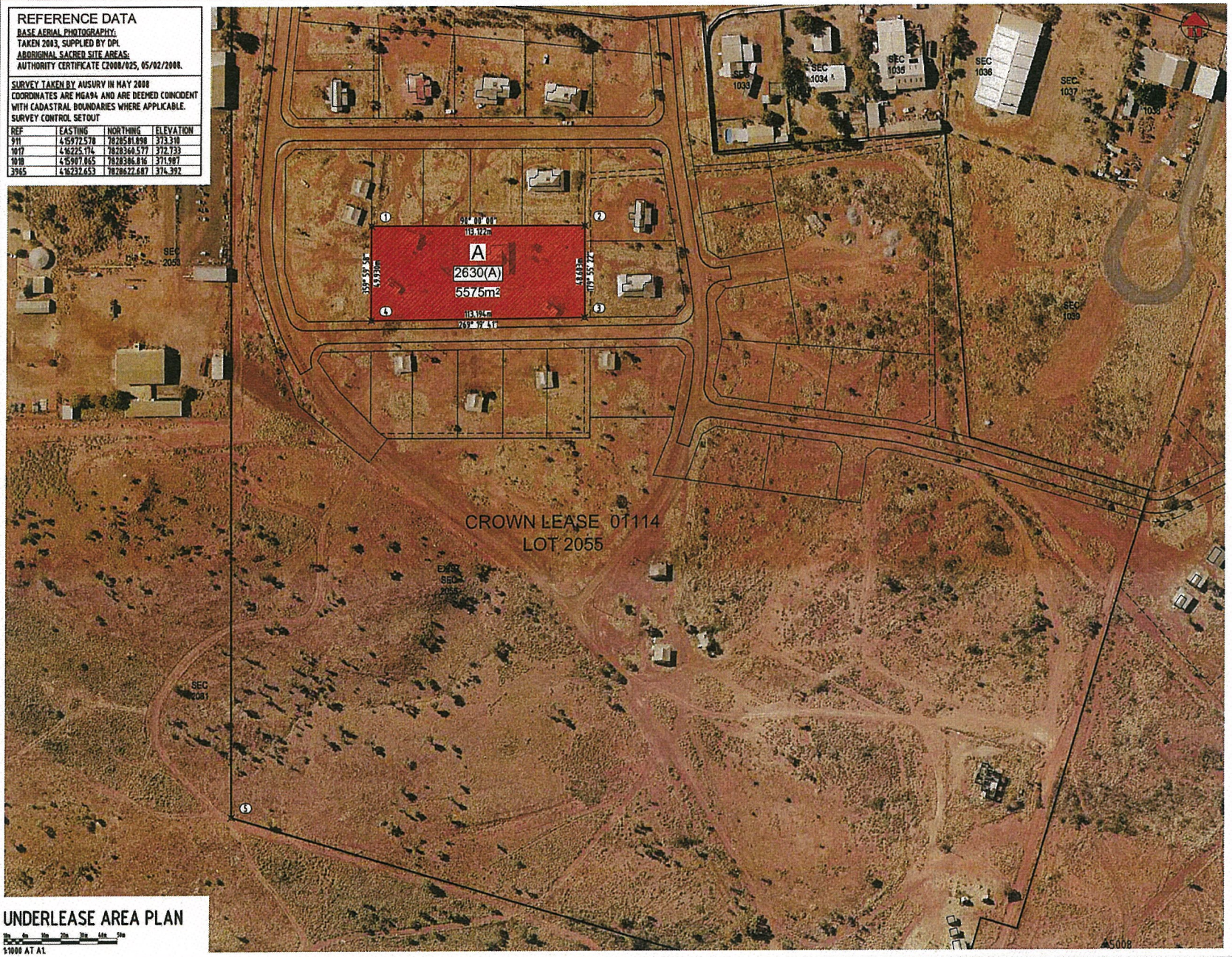
REFERENCE DATA

BASE AERIAL PHOTOGRAPHY:
TAKEN 2003, SUPPLIED BY DPI.

ABORIGINAL SACRED SITE AREAS:
AUTHORITY CERTIFICATE C2008/025, 05/02/2008.

SURVEY TAKEN BY AUSURV IN MAY 2008
COORDINATES ARE MGA94 AND ARE DEEMED COINCIDENT WITH CADASTRAL BOUNDARIES WHERE APPLICABLE.
SURVEY CONTROL SETOUT

REF	EASTING	NORTHING	ELEVATION
911	415972.578	7826581.898	373.318
1017	416225.174	7828360.577	372.733
1018	415907.065	7828386.816	371.987
3965	416232.653	7828672.687	374.392



SETTING OUT TABLE

POINT	EASTING	NORTHING
1	413866.536	7826526.692
2	413979.657	7826526.692
3	413979.723	7826478.089
4	413866.536	7826476.762
5	413793.668	7826214.728

UNDERLEASE AREA PLAN

1:1000 AT A1.

No.	DESCRIPTION	DATE	INT.
A	ISSUE FOR ADMINISTRATIVE APPROVAL	09.10.2008	SGE

AMENDMENTS

OPUS QANTEC McWILLIAM
A.B.N. 79 006 342 065
Level 1, 60 Smith Street
Darwin NT 0801
GPO Box 4083 Darwin NT 0801
Telephone: (08) 8981 7500
Facsimile: (08) 8941 1802
E-Mail: darwin@opusqmow.com.au
The Association of Consulting Engineers Australia
N-D8004.02

territory housing

DRAWN	SGE\JTL	CHECKED	J.ANTOUN
DATE	OCT 2008	DATE	OCT 2008
DESIGNED		CHECKED	
DATE		DATE	
DESIGN PROJECT LEADER		PROJECT OFFICER	
DATE		DATE	

Northern Territory Government
Department of Planning and Infrastructure

TENNANT CREEK
MARLA MARLA (223)
INFRASTRUCTURE DESIGN PROJECT FOR TENNANT CREEK URBAN LIVING AREAS
CROWN LEASE IN PERPETUITY 01114
LOT 2055 TOWN OF TENNANT CREEK (FROM PLAN 86/102B)

FILE No.	ASSET No.	SHEET No.	DRAWING No.	AMEND.	SHEET SIZE
-	-	- OF -	R08-2034	A	A1

G:\PROJECTS\2008-0034\CAD-0034-TENNANT CREEK URBAN LIVING\CAD-0034-MARLA MARLA\DRAWINGS\ET_MARLA_MARLA_CAD-0034-R2_UNDERLEASE.DWG

REFERENCE DATA

BASE AERIAL PHOTOGRAPHY:
TAKEN 2003, SUPPLIED BY DPI.
ABORIGINAL SACRED SITE AREAS:
AUTHORITY CERTIFICATE C2008/025, 05/02/2008.

SURVEY TAKEN BY AUSURV IN MAY 2008
COORDINATES ARE MGA94 AND ARE DEEMED TO BE COINCIDENT WITH CADASTRAL BOUNDARIES WHERE APPLICABLE .
SURVEY CONTROL SETOUT

REF	EASTING	NORTHING	ELEVATION
1311-1017	416225.174	7828360.577	372.733
989-1309	416322.540	7828444.501	731.836
3965	416232.653	7828622.687	374.392
1255	416496.997	7828545.623	375.362



SETTING OUT TABLE

POINT	EASTING	NORTHING
1	416372.609	7828706.525
2	416442.392	7828746.813
3	416506.212	7828673.352
4	416466.395	7828649.125
5	416455.241	7828652.129
6	416444.104	7828645.738
7	416440.748	7828633.344
8	416446.087	7828624.039
9	416426.310	7828612.414
10	416610.280	7828553.563
11	416632.983	7828527.430
12	416628.691	7828433.223
13	416603.070	7828431.891
14	416577.584	7828407.108
15	416553.527	7828449.032
16	416571.664	7828460.456
17	416562.834	7828475.866
18	416593.960	7828493.727
19	416573.584	7828532.353
20	416495.750	7828468.174
21	416517.651	7828429.992
22	416462.371	7828394.880
23	416438.994	7828435.618

UNDERLEASE AREA PLAN

1:1000 AT A1

No.	DESCRIPTION	DATE	INIT.
A	ISSUE FOR ADMINISTRATIVE APPROVAL	09.10.2008	JTL/SGE
	AMENDMENTS		

OPUS QANTEC McWILLIAM
A.B.N. 79 088 342 065
Level 1, 80 Smith Street
Darwin NT 0801
GPO Box 4083 Darwin NT 0801
Telephone: (08) 8981 7300
Facsimile: (08) 8941 1862
E-Mail: darwin@opusqmcw.com.au
N-D8004.06_UNDERLEASE

territory housing

DRAWN	CHECKED
SGE\JTL	J.ANTOUN
DATE OCT 2008	DATE OCT 2008
DESIGNED	CHECKED
DATE	DATE
DESIGN PROJECT LEADER	PROJECT OFFICER
DATE	DATE

Northern Territory Government
Department of Planning and Infrastructure

TENNANT CREEK
TINKARLI (681)
INFRASTRUCTURE DESIGN PROJECT FOR TENNANT CREEK URBAN LIVING AREAS
CROWN LEASE PERPETUITY 01122
LOT 2065 TOWN OF TENNANT CREEK (FROM PLAN S 88/37)

FILE No.	ASSET No.	SHEET No.	DRAWING No.	AMEND.	SHEET SIZE
-	-	OF -	ROB-2038	A	A1

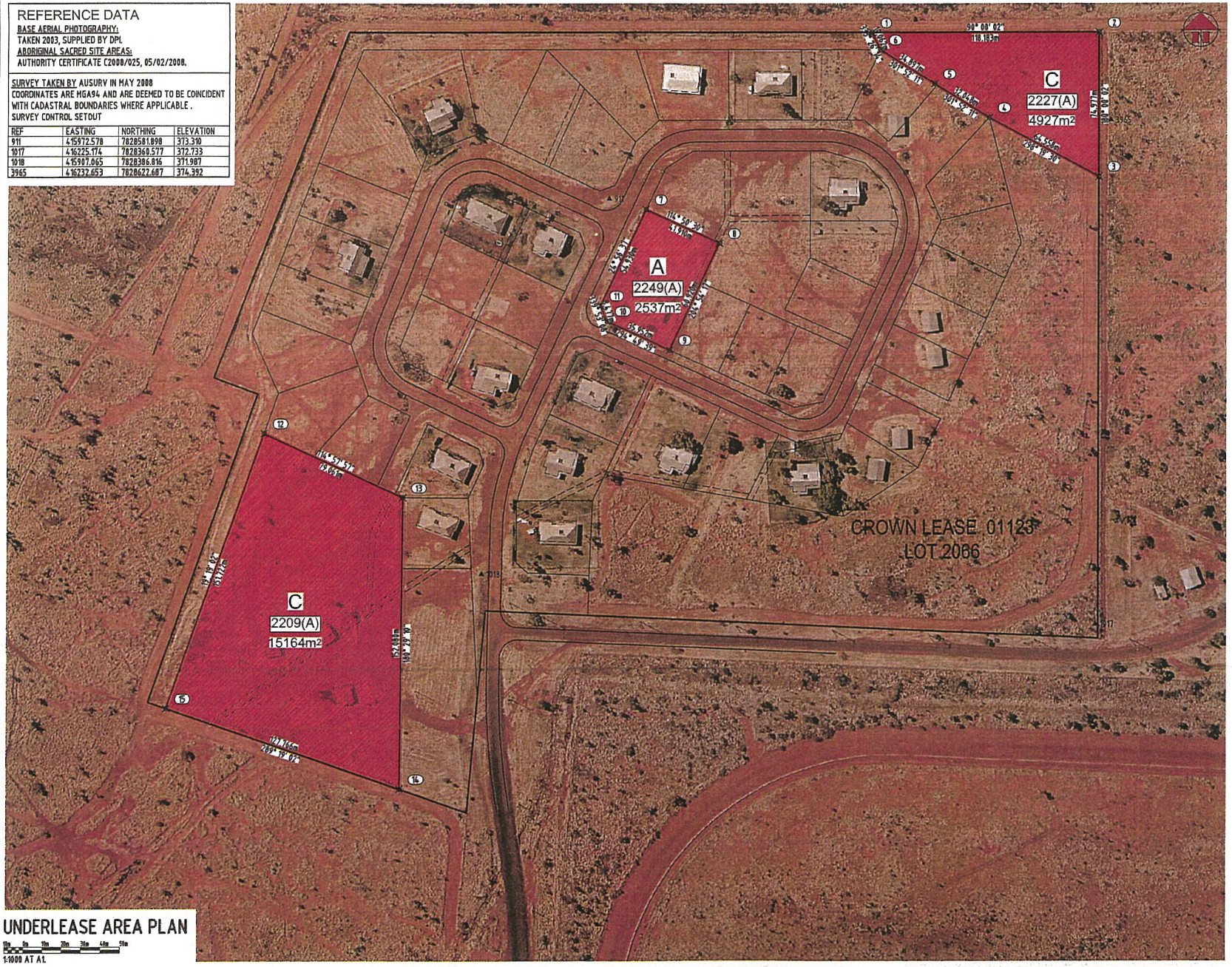
G:\PROJECTS\2008-OPUS\W-D8004 - TENNANT CREEK URBAN LIVING\W-D8004.APLW-D8004.A0 DRAWINGS\06 TINKARLI\W-D8004.06_UNDERLEASE.DWG

REFERENCE DATA

BASE AERIAL PHOTOGRAPHY:
TAKEN 2003, SUPPLIED BY DPI.
ABORIGINAL SACRED SITE AREAS:
AUTHORITY CERTIFICATE C2008/025, 05/02/2008.

SURVEY TAKEN BY AUSURV IN MAY 2008
COORDINATES ARE MGA94 AND ARE DEEMED TO BE COINCIDENT WITH CADASTRAL BOUNDARIES WHERE APPLICABLE.
SURVEY CONTROL SETOUT

REF	EASTING	NORTHING	ELEVATION
911	415972.578	7828581.898	373.310
1017	416225.174	7828360.577	372.733
1018	415907.065	7828386.816	371.987
3965	416232.653	7828622.687	374.392



SETTING OUT TABLE

POINT	EASTING	NORTHING
1	416108.372	7828668.391
2	416226.555	7828668.390
3	416226.554	7828593.413
4	416169.726	7828624.045
5	416141.299	7828641.718
6	416112.872	7828659.391
7	415991.592	7828576.279
8	416029.625	7828558.672
9	416003.971	7828503.417
10	415971.342	7828518.513
11	415968.427	7828526.472
12	415794.124	7828460.277
13	415865.797	7828426.907
14	415864.507	7828274.832
15	415743.934	7828317.096

UNDERLEASE AREA PLAN

1:1000 AT A1.

No.	DESCRIPTION	DATE	INIT.
A	ISSUE FOR ADMINISTRATIVE APPROVAL	09.10.2008	JTL/SGE
	AMENDMENTS		

OPUS QANTEC McWILLIAM
A.B.N. 79 088 342 065
Level 1, 80 Smith Street
Darwin NT 0801
GPO Box 4083 Darwin NT 0801
Telephone: (08) 8981 7500
Facsimile: (08) 8941 1882
E-Mail: darwin@opusqmcw.com.au
The Association of Consulting Engineers Australia
N-D8004.05_UNDERLEASE

territory housing

DRAWN	JTL\SGE	CHECKED	J.ANTOUN
DATE	OCT 2008	DATE	OCT 2008
DESIGNED		CHECKED	
DATE		DATE	
DESIGN PROJECT LEADER		PROJECT OFFICER	
DATE		DATE	

Northern Territory Government
Department of Planning and Infrastructure

TENNANT CREEK
WUPPA (684)
INFRASTRUCTURE DESIGN PROJECT FOR TENNANT CREEK URBAN LIVING AREAS
CROWN LEASE PERPETUITY 01123
LOT 2066 TOWN OF TENNANT CREEK (FROM PLAN S 88/37)

FILE No.	ASSET No.	SHEET No.	DRAWING No.	AMEND.	SHEET SIZE
-	-	OF -	ROB-2037	A	A1

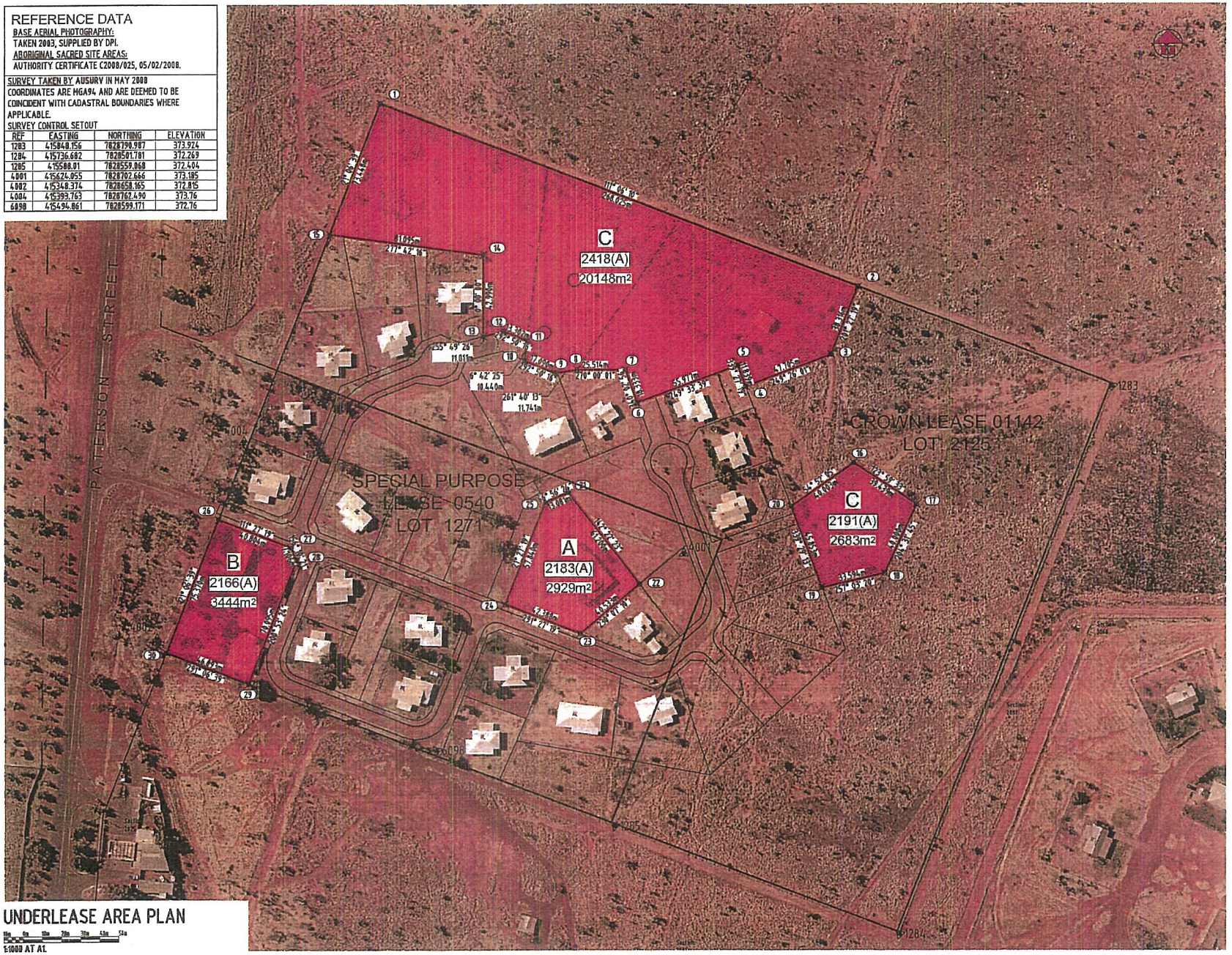
G:\PROJECTS\684-QW\CIVIL\684-...-TENNANT CREEK URBAN LIVING\01-PLANS\684-2037A.DWG - WUPPA (684).05 - UNDERLEASING

REFERENCE DATA

BASE AERIAL PHOTOGRAPHY:
TAKEN 2003, SUPPLIED BY DPI.
ABORIGINAL SACRED SITE AREAS:
AUTHORITY CERTIFICATE C2008/025, 05/02/2008.

SURVEY TAKEN BY AUSURV IN MAY 2008
COORDINATES ARE MGA94 AND ARE DEEMED TO BE COINCIDENT WITH CADASTRAL BOUNDARIES WHERE APPLICABLE.
SURVEY CONTROL SETOUT

REF	EASTING	NORTHING	ELEVATION
1283	415848.156	7828790.987	373.924
1284	415736.682	7828501.781	372.269
1285	415588.01	7828559.068	372.404
4001	415624.055	7828702.666	373.185
4002	415348.374	7828658.165	372.815
4004	415393.763	7828762.490	373.76
6098	415494.861	7828599.171	372.76



SETTING OUT TABLE

POINT	EASTING	NORTHING
1	415446.900	7828940.800
2	415714.950	7828843.500
3	415700.935	7828807.839
4	415656.270	7828791.081
5	415652.115	7828802.167
6	415599.663	7828782.619
7	415593.407	7828799.852
8	415567.893	7828799.852
9	415556.275	7828798.151
10	415540.525	7828804.784
11	415541.744	7828815.153
12	415529.485	7828820.316
13	415518.809	7828817.619
14	415518.809	7828860.618
15	415438.446	7828871.481
16	415712.791	7828750.654
17	415745.491	7828728.604
18	415728.884	7828692.214
19	415696.143	7828684.689
20	415680.054	7828727.619
21	415563.492	7828735.064
22	415600.856	7828686.593
23	415569.751	7828660.603
24	415530.300	7828676.108
25	415551.457	7828729.940
26	415380.372	7828721.063
27	415418.348	7828786.138
28	415421.219	7828699.638
29	415396.225	7828634.150
30	415353.226	7828650.751

UNDERLEASE AREA PLAN

1:1000 AT A1.

No.	DESCRIPTION	DATE	INIT.
	AMENDMENTS		
A	ISSUE FOR ADMINISTRATIVE APPPROVAL	09.10.2008	JTL/SGE

OPUS QANTEC McWILLIAM
A.B.N. 78 003 342 008
Level 1, 63 Smith Street
Darwin NT 0801
GPO Box 4083 Darwin NT 0801
Telephone: (08) 8981 2500
Facsimile: (08) 8941 1882
E-Mail: darwin@opusqmcw.com.au
N-D8004.04

territory housing

DRAWN	CHECKED
SGE/JTL	J.ANTOUN
DATE OCT 2008	DATE OCT 2008
DESIGNED	CHECKED
DATE	DATE
DESIGN PROJECT LEADER	PROJECT OFFICER
DATE	DATE

Northern Territory Government
Department of Planning and Infrastructure

TENNANT CREEK
NGALPA NGALPA (246)
INFRASTRUCTURE DESIGN PROJECT FOR TENNANT CREEK URBAN LIVING AREAS
SPECIAL PURPOSE LEASE 0540 LOT 1271 TOWN OF TENNANT CREEK (FROM PLAN S 80/190)
AND CROWN LEASE TERM 01142 LOT 2125 TOWN OF TENNANT CREEK (FROM PLAN S 96/271)

FILE No.	ASSET No.	SHEET No.	DRAWING No.	AMEND.	SHEET SIZE
-	-	- OF -	R08-2036	A	A1

©COPYRIGHT OPUS QANTEC MCWILLIAM - TENNANT CREEK URBAN LIVING AREAS - NGALPA NGALPA - R08-2036.04 - UNDERLEASING.DWG

REFERENCE DATA

BASE AERIAL PHOTOGRAPHY:
TAKEN 2003, SUPPLIED BY DPI.
ABORIGINAL SACRED SITE AREAS:
AUTHORITY CERTIFICATE C2008/825, 05/02/2008.

SURVEY TAKEN BY AUSURV IN MAY 2008
COORDINATES ARE MGA94 AND ARE DEEMED TO BE COINCIDENT WITH CADASTRAL BOUNDARIES WHERE APPLICABLE.
SURVEY CONTROL SETOUT

REF	EASTING	NORTHING	ELEVATION
5007	414375.247	7826453.167	369.495
8004	414517.542	7826466.456	367.923
bj24_p059	414443.853	7826435.986	368.314



SETTING OUT TABLE

POINT	EASTING	NORTHING
1	414467.676	7826579.672
2	414533.907	7826559.874
3	414517.806	7826506.412
4	414451.635	7826526.038

UNDERLEASE AREA PLAN

10m 0m 10m 20m 30m 40m 50m
1:1000 AT A1.

No.	DESCRIPTION	DATE	INT.
B	AMENDED FOR ADMINISTRATIVE APPROVAL	15.10.2008	JTL/SGE
A	ISSUE FOR ADMINISTRATIVE APPROVAL	09.10.2008	JTL/SGE

AMENDMENTS

OPUS QANTEC McWILLIAM
A.B.N. 79 088 342 065
Level 1, 80 Smith Street
Darwin NT 0801
GPO Box 4083 Darwin NT 0801
Telephone: (08) 8981 7600
Facsimile: (08) 8941 1882
E-Mail: darwin@opusqmow.com.au
The Association of Consulting Engineers Australia
N-D8004.87

territory housing

DRAWN	SGE\JTL	CHECKED	JANTOUN
DATE	OCT 2008	DATE	OCT 2008
DESIGNED		CHECKED	
DATE		DATE	
DESIGN PROJECT LEADER		PROJECT OFFICER	
DATE		DATE	

Northern Territory Government
Department of Planning and Infrastructure

TENNANT CREEK
VILLAGE AND SORRY CAMP (271)
INFRASTRUCTURE DESIGN PROJECT FOR TENNANT CREEK URBAN LIVING AREAS
CROWN LEASE PERPETUITY 01192 LOT 1004 TOWN OF TENNANT CREEK (FROM PLAN B 000314)
AND CROWN LEASE IN PERPETUITY 01113 LOT 2057 TOWN OF TENNANT CREEK (FROM PLAN S86/102A)

FILE No.	ASSET No.	SHEET No.	DRAWING No.	AMEND.	SHEET SIZE
-	-	C00.00 OF -	R08-2039	B	A1

Form 32

Section 65

Land Title Act

REGISTRAR-GENERAL'S DIRECTIONS

NORTHERN TERRITORY OF AUSTRALIA

U	**L**	**No:**
S	**L**	**No:**

Commissioner of Taxes use only (NOTE 1)

IMPORTANT NOTICE

Please Note Privacy Statement Overleaf

SUBLEASE

The owner of the lease subleases to the tenant the estate and interest in the land described and the tenant accepts this sublease of the land for the term and at the rent stipulated and subject to the covenants and conditions contained below or on the back of this document and acknowledges the amount payable or other consideration for the lease. (NOTES 2 – 3)

ESTATE AND INTEREST	Lease being subleased: Number:	Special Purpose 0540 Lease, Lot 1271 Town of Tennant Creek from Plan S80/190 (NOTE 4)

Register	Volume	Folio	Location	Lot Description	Plan	Unit
CT	629	846	Town of Tennant Creek	1271	S80/190	

(NOTE 5)

INTEREST BEING SUBLEASED	Part of the Lot being Administrative Lot Numbers 2166(A) and 2183(A) as shaded in red on the plan attached at Annexure A		(NOTE 6)
MARKET RENT UNDER THE SUB-LEASE		GST AMOUNT	(NOTE 7)
OTHER CONSIDERATION (Include Nil or Nominal Rent)	$1	GST AMOUNT $0.09	
OWNER OF THE LEASE	Chief Executive Officer (Housing)		(NOTE 8)
TENANT	Julilakari Council Aboriginal Corporation, PO Box 158, Tennant Creek , NT 0861		(NOTE 9)
TENANCY	Joint Tenants/Tenants in Common (Shareholding)		(NOTE 10)

TERM OF SUBLEASE	Commencing:	Expiring:	Right of Renewal:	
	__/__/2008	__/__/2018	No	(NOTE 11)
CONSENTS				(NOTE 12)

The Common Seal of Julalikari Council Aboriginal Corporation was affixed hereto this day of October 2008 in our presence pursuant to a resolution of the Council passed on the day of 2008

.....

Council Member: (Full name)

.....

Council Member: (Full name)

.....

SIGNED by Chief Executive Officer (Housing)

on (Date) .....

In the presence of:

.....

Qualified Witness:

.....

.....

(NOTE 13)

Registered on ..... At .....

CONSENT OF INTEREST HOLDERS

Instrument type: .....

Instrument No: .....

Name of Parties: .....

.....

I the registered proprietor of the interest shown above consent to the registration of this instrument.

Signed: .....

(Date): .....
In the presence of:

.....

Name of Qualified Witness: .....

Address or Telephone No.: .....

Instrument type: .....

Instrument No: .....

Name of Parties: .....

.....

I the registered proprietor of the interest shown above consent to the registration of this instrument.

Signed: .....

(Date): .....
In the presence of:

.....

Name of Qualified Witness: .....

Address or Telephone No.: .....

COVENANTS

It is hereby covenanted by and between the owner of lease and the tenant as follows;

☐ To comply with the provisions contained in Memorandum of Common Provisions recorded in the Register as LTO No.

☑ The conditions and covenants implied by Sections 117 & 119 *Law of Property Act* shall not apply. (delete one)

☑ To comply with the provisions annexed to this lease.

PRIVACY STATEMENT – LAND REGISTER FORMS

The Registrar-General's Office is authorised by the *Land Title Act* to collect the information on this form for the establishment and maintenance of the Land Register, which is made available for search by any person, anywhere, including through the Internet, upon payment of a fee. The information is regularly provided to other NT Government agencies, the Australian Valuation Office, local governments, the Australian Bureau of Statistics, the Australian Taxation Office or other Commonwealth Agencies as required or authorised by law, and some private sector organisations for conveyancing, local government, valuation, statistical, administrative and other purposes. The Department of Planning and Infrastructure also uses the information to prepare and sell or licence property sales reports to commercial organisations concerned with the development, sale or marketing of property.

Failure to provide the information in full or in part may prevent your application or transaction being completed.

Your personal information provided on this form can be subsequently accessed by you on request. If you have any queries please contact the Deputy Registrar-General on 8999 5318.

SPL Underlease

Tennant Creek Community Living Areas

Chief Executive Officer (Housing) (**Territory Housing**)

Julalikari Council Aboriginal Corporation (**JCAC**)

MinterEllison

LAWYERS

LEVEL 4, 66 SMITH STREET, DARWIN NT 0800
www.minterellison.com

Underlease

Details		3
1.	Defined terms & interpretation	4
2.	Grant of Underlease	5
3.	Conditions	5
4.	Renewal	5
5.	Rates, charges and taxes	6
6.	Utility charges	6
7.	Compliance with Headleases	6
8.	Repairs and maintenance	6
9.	Use of SPL Underlease Area	7
10.	Quiet enjoyment	7
11.	Breach	7
12.	Termination	7
13.	Dispute resolution	7
14.	Holding over	8
15.	Costs of SPL Underlease	8
16.	Notices and other communications	8
17.	Goods and Services Tax	9
18.	Miscellaneous	9
Schedule 1 - SPL Underlease Particulars		11
Signing page		12
Annexure A: Map of Underlease Area		

Details

Date

2008

Parties

Name	**Chief Executive Officer (Housing)**
Short form name	**Territory Housing**
Notice details	1 Briggs Street, Darwin NT 0800 Facsimile: 08 8999 98488 Attention: General Manager

Name	**Julalikari Council Aboriginal Corporation**
Short form name	**JCAC**
Notice details	PO Box 158, Tennant Creek , NT 0861 Facsimile: 08 8962 3236 Attention: General Manager

Background

A Pursuant to the Headleases, the NTA granted leases of the part of the Premises to JHI, and part of the Premises to JCAC.

B JHI and JCAC each has granted, or will grant, a sublease of those parts of the Premises in relation to which they are lessee, to Territory Housing.

C Territory Housing wishes to grant an underlease of the SPL Underlease Area to JCAC, and JCAC wishes to accept the grant of an underlease of the SPL Underlease Area, on the terms of this SPL Underlease.

D Territory Housing also wishes to grant an underlease of the CL Underlease Area to JCAC, and the parties have entered into, or will enter into, a separate underlease (**CL Underlease**) in relation to the CL Underlease Area.

E JHI consents under clause 17.(b) of the Sublease between it and Territory Housing, to Territory Housing granting to JCAC an underlease of those parts of the Premises in relation to which they are lessee.

F The consent of the Minister administering the *Special Purpose Leases Act* is required pursuant to section 6 of the *Special Purpose Leases Act* in order for Territory Housing to grant to JCAC this SPL Underlease.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this Underlease:

Aboriginal has the meaning given in the Act;

Act means the *Aboriginal Land Rights (Northern Territory) Act 1976 (Cth)*;

Business Day means a day that is not a Saturday, Sunday or public holiday in the Northern Territory;

Business Hours means from 9.00am to 5.00pm on a Business Day;

CL Underlease means the underlease referred to in Recital D;

Commencement Date means the date specified in Item 2;

Headlease means each of the leases set out in the middle column of Item 1;

Improvement includes buildings, structures, fixtures, fittings, plant, equipment and material or articles which are erected on or attached to the SPL Underlease Area (including without limitation houses, fences, streetlights, power poles) but does not include Services;

Initial Term means the period specified in Item 3;

JCAC means Julalikari Council Aboriginal Corporation ABN 52 109 391 552 incorporated under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cth)*;

NTA means the Northern Territory of Australia;

Option Period means that period specified in Item 4;

Permitted Use means the uses specified in Item 5;

Premises means the premises described in the right-hand column of Item 1 and includes the Improvements and Services on the Premises;

Rent means $1.00 if demanded;

Services includes:

(a) all utilities and services on or connected to the Premises including water, gas, electricity, lighting, sanitation, drainage, stormwater, computer services, communication and telecommunication systems, oil and any other source or type of energy and fuel and includes all wires, cables, pipes ducts and conduits, tanks, electrical and mechanical plant and all other ancillary or associated parts and accessories; and

(b) all roads and footpaths on the Premises;

SPL Underlease means this underlease;

SPL Underlease Area means the areas shaded in red in the plans in Annexure A and labelled with the following Administrative Lot Numbers 2166(A) and 2183(A), and includes the Improvements and Services on the Underlease Area;

Sublease means the sublease granted to by JHI to Territory Housing, and the sublease granted by JCAC to Territory Housing; and

Term means the Initial Term, the First Option Period and the Second Option Period, unless this Underlease is terminated earlier.

1.2 Interpretation

In this Underlease, unless a contrary intention appears:

(a) a reference to an Item is a reference to an Item in Schedule 1;

(b) a reference to a Schedule is a reference to a Schedule to this Underlease;

(c) words in the singular include the plural and vice versa;

(d) words importing one gender include each of the other genders; and

(e) a reference to a party includes its successors in title.

2. Grant of Underlease

In consideration of the Rent and JCAC's covenants, Territory Housing underleases to JCAC the SPL Underlease Area for the Permitted Use for the Term.

3. Conditions

3.1 Pre-conditions

(a) This Underlease is conditional upon:

(i) JHI, JCAC and Territory Housing entering into the Subleases;

(ii) JCAC and Territory Housing entering into the CL Underlease; and

(iii) the Minister administering the *Crown Lands Act* providing his or her consent pursuant to section 47 of the *Crown Lands Act* in relation to the Subleases and the CL Underlease; and

(iv) the Minister administering the *Special Purpose Lease Act* providing his or her consent pursuant to section 6 of the *Special Purposes Leases Act* in relation to the Subleases and this SPL Underlease;

and the parties must execute this SPL Underlease at the same time as the Subleases and the CL Underlease are executed.

(b) The parties agree that:

(i) each party must use its reasonable endeavours to obtain the consents required under clause 3.1(a); and

(ii) if those consents are not obtained by 31 December 2008, either party may terminate this Sublease by giving written notice to the other party.

3.2 No assignment

JCAC must not assign or transfer, sublet, part with or share the possession of, grant any licence affecting, mortgage, encumber, charge or otherwise deal with or dispose of this SPL Underlease or the SPL Underlease Area.

4. Renewal

The parties:

(a) acknowledge that neither party has an option to renew this SPL Sublease; and

(b) agree that each party must, at the request of the other party, negotiate in good faith whether to renew this SPL Underlease.

5. Rates, charges and taxes

JCAC must pay all rates, charges and taxes in respect of the SPL Underlease Area and any building located upon the SPL Underlease Area.

6. Utility charges

JCAC must pay for all electricity, water and gas consumed or used on the SPL Underlease Area.

7. Compliance with Headleases

All of JHI's and JCAC's covenants and obligations contained in each Headlease and Sublease are incorporated and deemed to be incorporated into this SPL Underlease as if they were specifically set out in this SPL Underlease, and JCAC agrees with Territory Housing in relation to the SPL Underlease Area in and on the same terms conditions and covenants as JHI and JCAC (each as lessee) has covenanted and agreed with the NTA (as lessor).

8. Repairs and maintenance

(a) JCAC is responsible for repairing and maintaining the SPL Underlease Area during the Term and must ensure that the SPL Underlease Area (including Improvements and all outside and open areas) are kept:

(i) clean;

(ii) neat and tidy in appearance;

(iii) in a state of reasonable repair; and

(iv) clear of graffiti and litter.

(b) Territory Housing and any person authorised by Territory Housing may at all reasonable times enter the SPL Underlease Area and view its condition and state of repair, and if Territory Housing considers that there is any defect or damage which the JCAC is obliged to repair, Territory Housing may notify JCAC of the defect or damage and require JCAC to repair it within a reasonable time.

(c) If JCAC does not fulfil its obligations under clause 8(a) or (b), Territory Housing may (without any obligation to do so) undertake such repairs and maintenance and recover the cost of doing so from JCAC.

(d) Territory Housing may on reasonable notice enter onto the SPL Underlease Area, to construct, demolish, upgrade, extend, refurbish, or do any other act or thing in relation to all Improvements and Services on the Premises, and in relation to the Premises generally.

(e) Territory Housing will not exercise its right under clause 8(d), unless it considers it reasonable for the purposes of ensuring:

(i) that nothing in or on the SPL Underlease Area infringes, or otherwise adversely impacts on its occupation of the Premises;

(ii) the SPL Underlease Area is maintained in manner and up to a standards that is appropriate for the Permitted Use that relate to that particular SPL Underlease Area; and

(iii) the safety of any person.

(f) For the purposes of Territory Housing exercising its right under clause 8(d), in relation to the SPL Underlease Areas that are marked 'C' (ceremonial and traditional Aboriginal purposes), and without limiting Territory Housing's right of entry under that clause, Territory Housing agrees to observe JCAC's reasonable requirements that assist Territory Housing to demonstrate respect for aboriginal cultural practices and beliefs, except in the case of emergency.

9. Use of SPL Underlease Area

JCAC must not use the SPL Underlease Area for any purpose other than the Permitted Use without the written consent of Territory Housing.

10. Quiet enjoyment

Territory Housing covenants with JCAC that JCAC may peaceably hold and enjoy the SPL Underlease Area during the Term without any interruption or disturbance from Territory Housing or any person lawfully claiming through or under Territory Housing.

11. Breach

If:

(a) JCAC breaches any of its obligations under the CL Underlease; and

(b) an equivalent obligation is imposed on JCAC under this SPL Underlease,

then JCAC is deemed to have breached that equivalent obligation under this SPL Underlease.

12. Termination

(a) If JCAC breaches any of its obligations under this SPL Underlease, Territory Housing may terminate this SPL Underlease if:

(i) it provides JCAC with written notice detailing the alleged breach; and

(ii) JCAC does not remedy the breach within 30 days of receipt of that notice.

(b) If the CL Underlease terminates for any reason, this SPL Underlease automatically terminates on the same day.

(c) If Crown Lease Term 01142 and Special Purpose Lease 0540 are consolidated to create a new Crown Lease in Perpetuity, the parties must do all things necessary to ensure that the rights granted to JCAC under this SPL Underlease continue under the new Crown Lease in Perpetuity.

13. Dispute resolution

(a) The parties agree that a dispute arising under this SPL Underlease will be dealt with as follows:

(i) the party claiming that there is a dispute will give the other party a notice setting out the nature of the dispute;

(ii) within 7 Business Days after receipt of that notice each party will seek to negotiate a resolution, with the representatives of each party being the people with day-to-day responsibility of the relevant issue;

(iii) failing settlement within 14 Business Days, CEO of Territory Housing and the General Manager of JCAC will try to settle the dispute by direct negotiation between them;

(iv) failing settlement within a further 14 Business Days, the parties may agree to refer the dispute to mediation;

(v) the parties will cooperate fully with any process instigated under this clause in order to achieve a speedy resolution; and

(vi) if a resolution is not reached through mediation within a further 28 Business Days, either party may commence legal proceedings or exercise any other rights it may have under or in respect of this SPL Underlease.

(b) Each party will bear its own costs of complying with this clause 12(a), and the parties must bear equally the cost of any third person engaged under clause 13(a)(iv).

(c) Clause 12(a) does not apply to legal proceedings by either party seeking urgent interlocutory relief.

14. Holding over

Where JCAC continues in occupation of the SPL Underlease Area after the expiration of the Term without any demand for possession having been made by Territory Housing, JCAC is deemed to be holding the SPL Underlease Area under a monthly tenancy determinable at any time upon 30 day's notice (which notice may expire at any time) being given by either party to the other, at the same Rent and upon and subject to the same terms as are contained in this SPL Underlease so far as they can be applied to a monthly tenancy.

15. Costs of SPL Underlease

(a) Each party must each bear their own costs of and incidental to the negotiation, settlement, preparation and execution of this SPL Underlease.

(b) Territory Housing will pay any costs associated with stamp duty, registration, planning approval and all other necessary consents and survey in respect of or in connection with this SPL Underlease.

16. Notices and other communications

16.1 Service of notices

A notice, demand, consent, approval or communication under this SPL Underlease (**Notice**) must be:

(a) in writing, in English and signed by a person duly authorised by the sender; and

(b) hand delivered or sent by prepaid post or facsimile to the recipient's address for Notices specified in the Details, as varied by any Notice given by the recipient to the sender.

16.2 Effective on receipt

A Notice given in accordance with clause 16.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

(a) if hand delivered, on delivery;

(b) if sent by prepaid post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia);

(c) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the entire Notice unless, within eight Business Hours after the transmission, the recipient informs the sender that it has not received the entire Notice,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

17. Goods and Services Tax

(a) For the purposes of this clause:

(i) GST Act means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and

(ii) adjustment event, adjustment note, GST, input tax credit and taxable supply have the meanings given to those terms in the GST Act.

(b) Unless otherwise stated, all amounts payable by one party to the other party under this SPL Underlease are exclusive of GST.

(c) A recipient of a taxable supply made under this SPL Underlease must pay to the supplier an amount equivalent to any GST paid or payable by the supplier in respect of the taxable supply, subject to the supplier issuing a valid tax invoice in accordance with the GST Act to the recipient.

(d) A party's obligation to reimburse the other party for an amount paid or payable to a third party includes GST on the amount paid or payable to the third party, except to the extent that the party being reimbursed is entitled to claim an input tax credit for that GST.

(e) Each party must issue an adjustment note to the other party as soon as it becomes aware of an adjustment event relating to a taxable supply by it under this SPL Underlease.

18. Miscellaneous

(a) This SPL Underlease may be executed by the parties in any number of counterparts and all counterparts taken together will constitute one instrument.

(b) Any term of this SPL Underlease which is not applicable to the SPL Underlease Area or which is repugnant to the general interpretation of this SPL Underlease or which is invalid unlawful void or unenforceable shall be capable of severance without affecting any of the other terms of this SPL Underlease.

(c) Without limiting clause 18(b), if any of the Headleases terminates (including expires) during the Term, then:

(i) that part of the SPL Underlease Area relating to that Headlease is excised from the SPL Underlease Area;

(ii) that excision has no effect on the remaining parts of the SPL Underlease Area;

(iii) the parties must do all things necessary, including varying this SPL Underlease and signing any other documents, to reflect that this SPL Underlease continues in respect of the remaining parts of the SPL Underlease Area.

(d) JCAC consents to Territory Housing completing or amending any Land Title Office panel form which may be required to register this SPL Underlease, or any amendment to this SPL Underlease contemplated in this SPL Underlease, from time to time. JCAC agrees to sign such documents as may be necessary to achieve this.

(e) This SPL Underlease shall not create any relationship between JCAC and Territory Housing other than the relationship of underlessor and underlessee.

Schedule 1 - SPL Underlease Particulars

1.	**Premises**	Headlease	Premises
		1. Crown Lease in Perpetuity 01103	1. Lot 2051 Town of Tennant Creek from plan S 86/060 (Kargaru)
		2. Crown Lease in Perpetuity 01114	2. Lot 2055 Town of Tennant Creek from plan S 86/102B (Marla Marla)
		3. Crown Lease in Perpetuity 01191	3. Lot 1273 Town of Tennant Creek from plan S 74/062A (Munji-Marla)
		4. Crown Lease in Perpetuity 01192	4. Lot 1004 Town of Tennant Creek from plan B 000314 (The Village)
		5. Crown Lease in Perpetuity 01122	5. Lot 2065 Town of Tennant Creek from plan S 88/37 (Tinkarli)
		6. Crown Lease in Perpetuity 01113	6. Lot 2057 Town of Tennant Creek from plan S 86/102A (Village Camp)
		7. Crown Lease in Perpetuity 01123	7. Lot 2066 Town of Tennant Creek from plan S 88/37 (Wuppa)
		8. Special Purpose Lease 0540	8. Lot 1271 Town of Tennant Creek from plan S 80/190 (Ngalpa Ngalpa)
		9. Crown Lease Term 01142	9. Lot 2125 Town of Tennant Creek from plan S96/271
		* The Headlease and Premises with corresponding numbers are the same parcel of land.	
2.	**Commencement Date**	The day on which the Minister provides his or her consent under clause 3.1(a) of this SPL Underlease.	
3.	**Term of Underlease**	10 years commencing on the Commencement Date	
4.	**Option Periods**	Nil	
5.	**Permitted Use**	For those areas on the plan marked A, community buildings and spaces. For those areas on the plan marked B, child care centres. For those areas on the plan marked C, ceremonial and traditional Aboriginal purposes.	

Signing page

EXECUTED as an agreement.

Signed by **Chief Executive Officer (Housing)** in the presence of

Signature of witness ←

Name of witness (print)

Signature of Chief Executive Officer (Housing) ←

Name of Chief Executive Officer (Housing) (print)

The Common Seal of **Julalikari Council Aboriginal Corporation** was affixed hereto this day of October 2008 in our presence pursuant to a resolution of the Council passed on the day of 2008:

Council Member ←

Name of Council Member

Council Member ←

Name of Council Member

Annexure A

Map of SPL Underlease Area

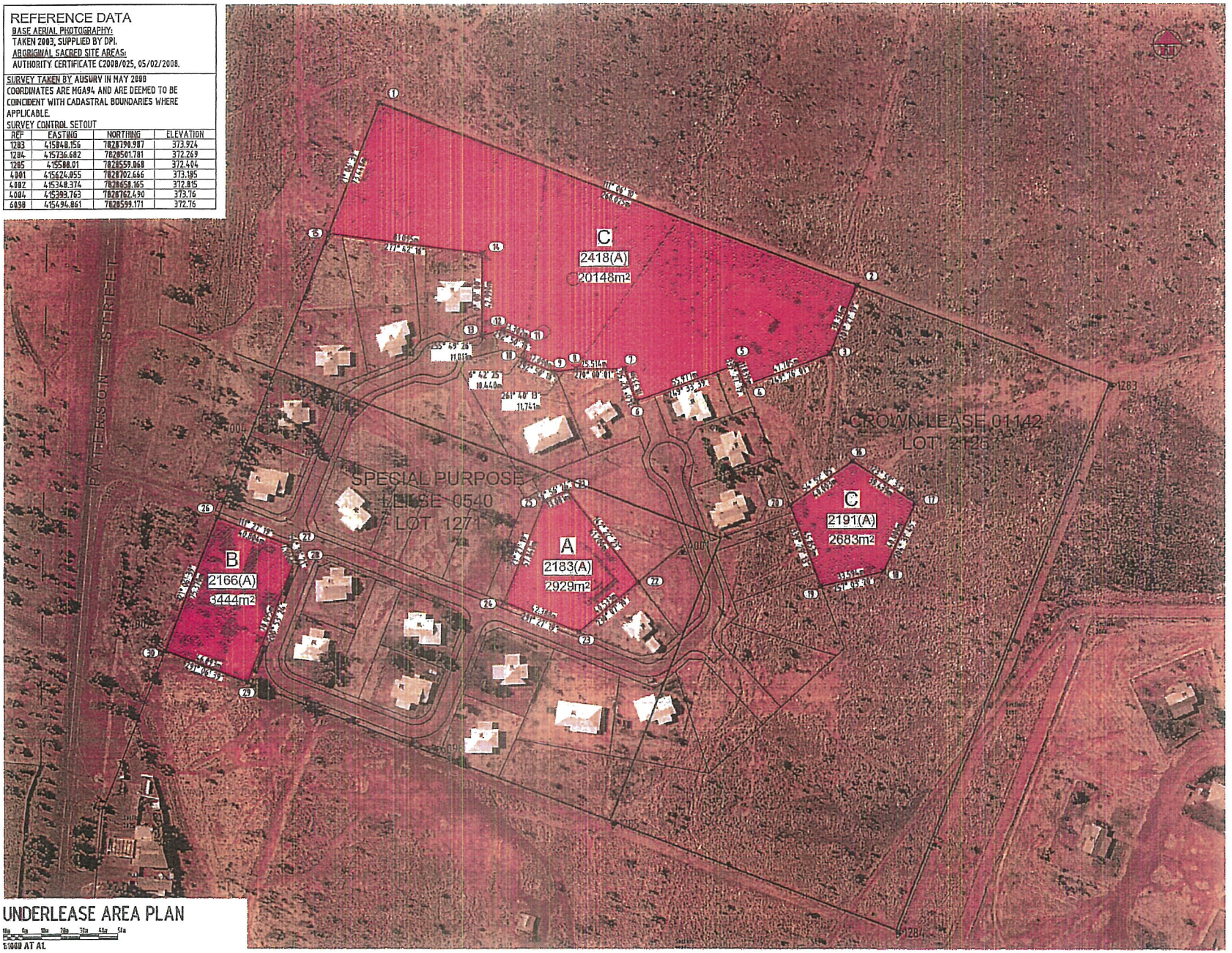
REFERENCE DATA

BASE AERIAL PHOTOGRAPHY:
TAKEN 2003, SUPPLIED BY DPI.
ABORIGINAL SACRED SITE AREAS:
AUTHORITY CERTIFICATE C2008/025, 05/02/2008.

SURVEY TAKEN BY AUSURV IN MAY 2008
COORDINATES ARE MGA94 AND ARE DEEMED TO BE COINCIDENT WITH CADASTRAL BOUNDARIES WHERE APPLICABLE.

SURVEY CONTROL SETOUT

REF	EASTING	NORTHING	ELEVATION
1283	415848.156	7828390.987	373.924
1284	415736.682	7828501.781	372.269
1285	415580.01	7828559.868	372.404
4001	415624.955	7828702.666	373.195
4002	415348.374	7828658.165	372.815
4004	415383.763	7828762.490	373.76
6038	415496.861	7828599.171	372.76



UNDERLEASE AREA PLAN

1:1000 AT A1

SETTING OUT TABLE

POINT	EASTING	NORTHING
1	415464.980	7828940.000
2	415714.950	7828043.500
3	415700.935	7828007.839
4	415656.270	7828791.081
5	415652.115	7828802.167
6	415599.663	7828782.679
7	415593.407	7828799.852
8	415567.893	7828799.852
9	415556.275	7828798.151
10	415540.525	7828804.784
11	415541.744	7828815.153
12	415529.485	7828829.316
13	415518.809	7828817.619
14	415518.809	7828860.618
15	415438.446	7828871.481
16	415712.791	7828758.654
17	415745.491	7828728.604
18	415728.884	7828692.214
19	415696.143	7828684.689
20	415680.054	7828727.619
21	415563.492	7828735.044
22	415600.856	7828686.593
23	415569.751	7828668.603
24	415530.300	7828676.108
25	415551.457	7828729.940
26	415380.372	7828721.863
27	415418.348	7828786.138
28	415421.219	7828699.638
29	415396.225	7828634.150
30	415353.226	7828650.751

No.	DESCRIPTION	DATE	INIT.
A	ISSUE FOR ADMINISTRATIVE APPPROVAL	04.12.2008	JTL/SGE

AMENDMENTS

OPUS QANTEC McWILLIAM
A.B.N. 78 009 342 008
Level 1, 60 Smith Street
Darwin NT 0800
GPO Box 4003 Darwin NT 0801
Telephone: (08) 8981 2300
Facsimile: (08) 8941 1081
E-Mail: darwin@qmcpl.com.au

territory housing

DRAWN	SGE/JTL	CHECKED	J.ANTOUN
DATE	OCT 2008	DATE	OCT 2008
DESIGNED		CHECKED	
DATE		DATE	
DESIGN PROJECT LEADER		PROJECT OFFICER	
DATE		DATE	

Northern Territory Government
Department of Planning and Infrastructure

TENNANT CREEK
NGALPA NGALPA (246)
INFRASTRUCTURE DESIGN PROJECT FOR TENNANT CREEK URBAN LIVING AREAS
SPECIAL PURPOSE LEASE 0540 LOT 1271 TOWN OF TENNANT CREEK (FROM PLAN S 90/190)
AND CROWN LEASE TERM 01142 LOT 2125 TOWN OF TENNANT CREEK (FROM PLAN S 96/271)

FILE No.	ASSET No.	SHEET No.	DRAWING No.	AMEND.	SHEET SIZE
-	-	- OF -	R08-2036	A	A1

Form 32

Section 65

Land Title Act
REGISTRAR-GENERAL'S DIRECTIONS

NORTHERN TERRITORY OF AUSTRALIA

U	**L**	**No:**
S	**L**	**No:**

Kara Maclean
Executive Assistant

IMPORTANT NOTICE

Please Note Privacy Statement Overleaf

Commissioner of Taxes use only (NOTE 1)

SUBLEASE

The owner of the lease subleases to the tenant the estate and interest in the land described and the tenant accepts this sublease of the land for the term and at the rent stipulated and subject to the covenants and conditions contained below or on the back of this document and acknowledges the amount payable or other consideration for the lease. (NOTES 2 – 3)

ESTATE AND INTEREST

Lease being subleased: Number:	Each Lease listed in the right hand column of Item 1 of Schedule 1, except Special Purpose Lease 0540, Lot 1271 Town of Tenant Creek from plan S80/190, Crown Lease in Perpetuity Term 1114, Lot 1273 Town of Tennant Creek from Plan S74/062A and Crown Lease in Perpetuity Term 1192, Lot 1004 Town of Tennant Creek from Plan B000314..

(NOTE 4)

Register	Volume	Folio	Location	Lot Description	Plan	Unit
CT	501	041	Town of Tennant Creek	2051	S86/060	
CT	312	089	Town of Tennant Creek	2055	S86/102B	
CT	371	160	Town of Tennant Creek	2065	S88/37	
CT	371	161	Town of Tennant Creek	2066	S88/37	
CT	728	827	Town of Tennant Creek	2125	S96/271	
CT	311	019	Town of Tennant Creek	2057	S 86/102A	

(NOTE 5)

INTEREST BEING SUBLEASED

Part of the Lots being Administrative Lot Numbers: 2267(A), 2275(A), 2283(A), 2303 (A), 2630 (A), 2414 (A), 2417 (A), 2249(A), 2209 (A), 2418(A), 2191 (A) and 2227(A) as shaded in red on the plan attached at Annexure A. (NOTE 6)

MARKET RENT UNDER THE SUB-LEASE		GST AMOUNT
OTHER CONSIDERATION (Include Nil or Nominal Rent)	$1	GST AMOUNT $0.09

(NOTE 7)

OWNER OF THE LEASE: Chief Executive Officer (Housing) (NOTE 8)

TENANT: Julalikari Council Aboriginal Corporation, PO Box 158, Tennant Creek NT 0861 (NOTE 9)

TENANCY: Joint Tenants/Tenants in Common (Shareholding) (NOTE 10)

TERM OF SUBLEASE

Commencing:	Expiring:	Right of Renewal:
___/___/2008	___/___/2018	No

(NOTE 11)

Registered on ……..…… At ……..……

CONSENTS (NOTE 12)

The Common Seal of Julalikari Council Aboriginal Corporation was affixed hereto this 20th day of October 2008 in our presence pursuant to a resolution of the Council passed on the 20th day of 2008

JULALIKARI COUNCIL ABORIGINAL CORPORATION COMMON SEAL

Geoffrey Shannon Geoffrey Shannon
Council Member: (Full name)

GINA MAREE SMITH
Council Member: (Full name)

SIGNED by Chief Executive Officer (Housing)
on (Date) 27 OCT 2008
In the presence of:
Kara Maclean.
Qualified Witness:
Kara Maclean
Executive Assistant

(NOTE 13)

CONSENT OF INTEREST HOLDERS

Instrument type: .....

Instrument No: .....

Name of Parties: .....

.....

I the registered proprietor of the interest shown above consent to the registration of this instrument.

Signed: .....

(Date): .....
In the presence of:

.....

Name of Qualified Witness: .....

Address or Telephone No.: .....

Instrument type: .....

Instrument No: .....

Name of Parties: .....

.....

I the registered proprietor of the interest shown above consent to the registration of this instrument.

Signed: .....

(Date): .....
In the presence of:

.....

Name of Qualified Witness: .....

Address or Telephone No.: .....

COVENANTS

It is hereby covenanted by and between the owner of lease and the tenant as follows;

☐ To comply with the provisions contained in Memorandum of Common Provisions recorded in the Register as LTO No.
☑ The conditions and covenants implied by Sections 117 & 119 *Law of Property Act* shall not apply. (delete one)
☑ To comply with the provisions annexed to this lease.

PRIVACY STATEMENT – LAND REGISTER FORMS

The Registrar-General's Office is authorised by the *Land Title Act* to collect the information on this form for the establishment and maintenance of the Land Register, which is made available for search by any person, anywhere, including through the Internet, upon payment of a fee. The information is regularly provided to other NT Government agencies, the Australian Valuation Office, local governments, the Australian Bureau of Statistics, the Australian Taxation Office or other Commonwealth Agencies as required or authorised by law, and some private sector organisations for conveyancing, local government, valuation, statistical, administrative and other purposes. The Department of Planning and Infrastructure also uses the information to prepare and sell or licence property sales reports to commercial organisations concerned with the development, sale or marketing of property.

Failure to provide the information in full or in part may prevent your application or transaction being completed.

Your personal information provided on this form can be subsequently accessed by you on request. If you have any queries please contact the Deputy Registrar-General on 8999 5318.

CL Underlease

Tennant Creek Community Living Areas

Chief Executive Officer (Housing) (**Territory Housing**)

Julalikari Council Aboriginal Corporation (**JCAC**)

MinterEllison

LAWYERS

LEVEL 4, 66 SMITH STREET, DARWIN NT 0800
TEL: +61 8 8901 5900 FAX: +61 8 8901 5901
www.minterellison.com

Underlease

Details		3
1.	Defined terms & interpretation	4
2.	Grant of Underlease	5
3.	Conditions	5
4.	Renewal	5
5.	Rates, charges and taxes	6
6.	Utility charges	6
7.	Compliance with Headleases	6
8.	Repairs and maintenance	6
9.	Use of CL Underlease Area	7
10.	Quiet enjoyment	7
11.	Breach	7
12.	Termination	7
13.	Change of Definition of 'Premises' and 'CL Underlease Areas'	8
14.	Dispute resolution	8
15.	Holding over	9
16.	Costs of CL Underlease	9
17.	Notices and other communications	9
18.	Goods and Services Tax	10
19.	Miscellaneous	10
Schedule 1 - CL Underlease Particulars		11
Signing page		12
Annexure A: Map of Underlease Areas		

Details

Date

2008

Parties

Name	**Chief Executive Officer (Housing)**
Short form name	**Territory Housing**
Notice details	1 Briggs Street, Darwin NT 0800 Facsimile: 08 8999 98488 Attention: General Manager

Name	**Julalikari Council Aboriginal Corporation**
Short form name	**JCAC**
Notice details	PO Box 158, Tennant Creek , NT 0861 Facsimile: 08 8962 3236 Attention: General Manager

Background

A Pursuant to the Headleases, the NTA granted leases of the part of the Premises to JHI, and part of the Premises to JCAC.

B JHI and JCAC each has granted, or will grant, a sublease of those parts of the Premises in relation to which they are lessee, to Territory Housing.

C Territory Housing wishes to grant an underlease of the CL Underlease Area to JCAC, and JCAC wishes to accept the grant of an underlease of the CL Underlease Area, on the terms of this CL Underlease.

D JHI consents, under clause 17 of its Sublease with Territory Housing, to Territory Housing granting to JCAC an underlease of those parts of the Premises in relation to which JHI is the lessee.

E Territory Housing also wishes to grant an underlease of the SPL Underlease Area to JCAC, and the parties have entered into, or will enter into, a separate underlease (**SPL Underlease**) in relation to the SPL Underlease Area.

F The consent of the Minister administering the *Crown Lands Act* is required pursuant to section 47 of the *Crown Lands Act* in order for Territory Housing to grant to JCAC this CL Underlease.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this Underlease:

Aboriginal has the meaning given in the Act;

Act means the *Aboriginal Land Rights (Northern Territory) Act 1976 (Cth)*;

Business Day means a day that is not a Saturday, Sunday or public holiday in the Northern Territory;

Business Hours means from 9.00am to 5.00pm on a Business Day;

CL Underlease means this underlease;

CL Underlease Area means, subject to clause 13, the areas shaded in red in the plans in Annexure A and labelled with the following Administrative Lot Numbers: 2418(A), 2191(A), 2303(A), 2267(A), 2275(A), 2283(A), 2209(A) 2417(A), 2414(A), 2630 (A), 2249(A) and 2227(A), and includes the Improvements and Services on the CL Underlease Area;

Commencement Date means the date specified in Item 2;

Headlease means each of the leases set out in the middle column of Item 1;

Improvement includes buildings, structures, fixtures, fittings, plant, equipment and material or articles which are erected on or attached to the CL Underlease Area (including without limitation houses, fences, streetlights, power poles) but does not include Services;

Initial Term means the period specified in Item 3;

JCAC means Julalikari Council Aboriginal Corporation ABN 52 109 391 552 incorporated under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cth)*;

NTA means the Northern Territory of Australia;

Option Period means that period specified in Item 4;

Permitted Use means the uses specified in Item 5;

Premises means the premises described in the right-hand column of Item 1 and includes the Improvements and Services on the Premises;

Rent means $1.00 if demanded;

Services includes:

(a) all utilities and services on or connected to the Premises including water, gas, electricity, lighting, sanitation, drainage, stormwater, computer services, communication and telecommunication systems, oil and any other source or type of energy and fuel and includes all wires, cables, pipes ducts and conduits, tanks, electrical and mechanical plant and all other ancillary or associated parts and accessories; and

(b) all roads and footpaths on the Premises;

SPL Underlease means the underlease referred to in Recital E;

Sublease means the sublease granted to by JHI to Territory Housing, and the sublease granted by JCAC to Territory Housing; and

Term means the Initial Term, the First Option Period and the Second Option Period, unless this Underlease is terminated earlier.

1.2 Interpretation

In this Underlease, unless a contrary intention appears:

(a) a reference to an Item is a reference to an Item in Schedule 1;

(b) a reference to a Schedule is a reference to a Schedule to this Underlease;

(c) words in the singular include the plural and vice versa;

(d) words importing one gender include each of the other genders; and

(e) a reference to a party includes its successors in title.

2. Grant of Underlease

In consideration of the Rent and JCAC's covenants, Territory Housing underleases to JCAC the CL Underlease Area for the Permitted Use for the Term.

3. Conditions

3.1 Pre-conditions

(a) This CL Underlease is conditional upon:

(i) JHI, JCAC and Territory Housing entering into the Subleases;

(ii) JCAC and Territory Housing entering into the SPL Underlease;

(iii) the Minister administering the *Crown Lands Act* providing his or her consent pursuant to section 47 of the *Crown Lands Act* in relation to the Subleases and this CL Underlease; and

(iv) the Minister administering the *Special Purpose Lease Act* providing his or her consent pursuant to section 6 of the *Special Purposes Leases Act* in relation to the Subleases and the SPL Underlease,

and the parties must execute this CL Underlease at the same time as the Subleases and the SPL Underlease are executed.

(b) The parties agree that:

(i) each party must use its reasonable endeavours to obtain the consents required under clause 3.1(a); and

(ii) if those consents are not obtained by 31 December 2008, either party may terminate this Sublease by giving written notice to the other party.

3.2 No assignment

JCAC must not assign or transfer, sublet, part with or share the possession of, grant any licence affecting, mortgage, encumber, charge or otherwise deal with or dispose of this CL Underlease or the CL Underlease Area.

4. Renewal

(a) Following execution of this CL Underlease, either party may cause to be lodged a plan of survey in respect of the CL Underlease Area, in accordance with section 49 of the *Licensed Surveyors Act*.

(b) Territory Housing is responsible for the cost of preparing and lodging the plan of survey.

(c) Conditional upon the plan of subdivision being approved by the Surveyor-General, either party may, by written notice to the other party at any time prior to six months before the end of the Initial Term, renew this CL Underlease for the Option Period.

(d) During the Option Period, the terms of this Underlease shall remain the same as during the Initial Term, except that this clause will be deleted.

(e) If anything in this clause 4 causes a party to breach section 61 of the *Planning Act*, then:

(i) this clause 4 (with the exception of the remainder of this clause 4(e)) is severed from this CL Underlease;

(ii) neither party will have an option to renew this CL Underlease; and

(iii) each party must, at the request of the other party, negotiate in good faith whether to renew this CL Underlease.

5. Rates, charges and taxes

JCAC must pay all rates, charges and taxes in respect of the CL Underlease Area and any building located upon the CL Underlease Area.

6. Utility charges

JCAC must pay for all electricity, water and gas consumed or used on the CL Underlease Area.

7. Compliance with Headleases

All of JHI's and JCAC's covenants and obligations contained in each Headlease and Sublease are incorporated and deemed to be incorporated into this CL Underlease as if they were specifically set out in this CL Underlease, and JCAC agrees with Territory Housing in relation to the CL Underlease Area in and on the same terms conditions and covenants as JHI and JCAC (each as lessee) has covenanted and agreed with the NTA (as lessor).

8. Repairs and maintenance

(a) JCAC is responsible for repairing and maintaining the CL Underlease Area during the Term and must ensure that the CL Underlease Area (including Improvements and all outside and open areas) are kept:

(i) clean;

(ii) neat and tidy in appearance;

(iii) in a state of reasonable repair; and

(iv) clear of graffiti and litter.

(b) Territory Housing and any person authorised by Territory Housing may at all reasonable times enter the CL Underlease Area and view its condition and state of repair, and if Territory Housing considers that there is any defect or damage which the JCAC is obliged to repair, Territory Housing may notify JCAC of the defect or damage and require JCAC to repair it within a reasonable time.

(c) If JCAC does not fulfil its obligations under clause 8(a) or (b), Territory Housing may (without any obligation to do so) undertake such repairs and maintenance and recover the cost of doing so from JCAC.

(d) Territory Housing may on reasonable notice enter onto the CL Underlease Area, to construct, demolish, upgrade, extend, refurbish, or do any other act or thing in relation to all Improvements and Services on the Premises, and in relation to the Premises generally.

(e) Territory Housing will not exercise its right under clause 8(d):

(i) unless it considers it reasonable for the purposes of ensuring:

(A) that nothing in or on the CL Underlease Area infringes, or otherwise adversely impacts on its occupation of the Premises;

(B) the CL Underlease Area is maintained in manner and up to a standards that is appropriate for the Permitted Use that relate to that particular CL Underlease Area; and

(C) the safety of any person;

(f) For the purposes of Territory Housing exercising its right under clause 8(d), in relation to the CL Underlease Areas that are marked 'C' (ceremonial and traditional Aboriginal purposes), and without limiting Territory Housing's right of entry under that clause, Territory Housing agrees to observe JCAC's reasonable requirements that assist Territory Housing to demonstrate respect for aboriginal cultural practices and beliefs, except in the case of emergency.

9. Use of CL Underlease Area

JCAC must not use the CL Underlease Area for any purpose other than the Permitted Use without the written consent of Territory Housing.

10. Quiet enjoyment

Territory Housing covenants with JCAC that JCAC may peaceably hold and enjoy the CL Underlease Area during the Term without any interruption or disturbance from Territory Housing or any person lawfully claiming through or under Territory Housing.

11. Breach

If:

(a) JCAC breaches any of its obligations under the SPL Underlease; and

(b) an equivalent obligation is imposed on JCAC under this CL Underlease,

then JCAC is deemed to have breached that equivalent obligation under this CL Underlease.

12. Termination

(a) If JCAC breaches any of its obligations under this CL Underlease, Territory Housing may terminate this CL Underlease in respect of the whole or a part of the CL Underlease Area if:

(i) it provides JCAC with written notice detailing the alleged breach; and

(ii) JCAC does not remedy the breach within 30 days of receipt of that notice.

(b) If Territory Housing elects to terminate this CL Underlease in respect of a part of the CL Underlease Area, the parties must do all things necessary, including varying this CL Underlease and signing any other documents, to excise that part of the CL Underlease Area and to reflect that this CL Underlease continues in respect of the remaining parts of the CL Underlease Area.

(c) If the SPL Underlease terminates for any reason, this CL Underlease automatically terminates on the same day.

(d) If Crown Lease Term 01142 and Special Purpose Lease 0540 are consolidated to create a new Crown Lease in Perpetuity, the parties must do all things necessary to ensure that the rights granted to JCAC under this CL Underlease in relation to Crown Lease Term 01142 continue under the new Crown Lease in Perpetuity.

13. Change of Definition of 'Premises' and 'CL Underlease Areas'

(a) If the Special Purpose Lease referred to in Paragraph 8 of Item 1 **(SPL 0540)** terminates after execution of this Sublease but prior to the consents required under clause 3.1(a) of this CL Underlease being obtained, then:

(i) Item 1 is amended by deleting the reference to SPL 0540;

(ii) if a Crown Lease in Perpetuity is granted to JHI in respect of the land formerly the subject of SPL 0540, the definition of 'Premises' is amended by inserting that new Crown Lease in Perpetuity into Item 1;

(iii) if SPL 0540 and Crown Lease Term 01142 **(CLT 01142)** are both terminated, and a single Crown Lease in Perpetuity is granted to JHI in respect of the land formerly the subject of SPL 0540 and CLT 01142, the definition of 'Premises' is amended by inserting that new Crown Lease in Perpetuity into Item 1; and

(iv) the CL Underlease Area will include the areas shaded in red in the plans that are labelled with Administrative Lot Numbers 2166(A) and 2183(A).

(b) Without limiting clause 19(b), if any of the Headleases terminates during the Term, then:

(i) Item 1 is amended by deleting the reference to that Headlease;

(ii) that part of the CL Underlease Area relating to that Headlease is excised from the CL Underlease Area;

(iii) that excision has no effect on the remaining parts of the CL Underlease Area;

(iv) the parties must do all things necessary, including varying this CL Underlease and signing any other documents, to reflect that this CL Underlease continues in respect of the remaining parts of the CL Underlease Area; and

(v) if a new Crown Lease in Perpetuity is granted to JHI in respect of the land formerly the subject of that Headlease, the definition of 'Premises' is amended by inserting that new Crown Lease in Perpetuity into Item 1.

14. Dispute resolution

(a) The parties agree that a dispute arising under this CL Underlease will be dealt with as follows:

(i) the party claiming that there is a dispute will give the other party a notice setting out the nature of the dispute;

(ii) within 7 Business Days after receipt of that notice each party will seek to negotiate a resolution, with the representatives of each party being the people with day-to-day responsibility of the relevant issue;

(iii) failing settlement within 14 Business Days, CEO of Territory Housing and the General Manager of JCAC will try to settle the dispute by direct negotiation between them;

(iv) failing settlement within a further 14 Business Days, the parties may agree to refer the dispute to mediation;

(v) the parties will cooperate fully with any process instigated under this clause in order to achieve a speedy resolution; and

(vi) if a resolution is not reached through mediation within a further 28 Business Days, either party may commence legal proceedings or exercise any other rights it may have under or in respect of this CL Underlease.

(b) Each party will bear its own costs of complying with this clause14, and the parties must bear equally the cost of any third person engaged under clause 14(a)(iv).

(c) This clause 14 does not apply to legal proceedings by either party seeking urgent interlocutory relief.

15. Holding over

Where JCAC continues in occupation of the CL Underlease Area after the expiration of the Term without any demand for possession having been made by Territory Housing, JCAC is deemed to be holding the CL Underlease Area under a monthly tenancy determinable at any time upon 30 day's notice (which notice may expire at any time) being given by either party to the other, at the same Rent and upon and subject to the same terms as are contained in this CL Underlease so far as they can be applied to a monthly tenancy.

16. Costs of CL Underlease

(a) Each party must each bear their own costs of and incidental to the negotiation, settlement, preparation and execution of this CL Underlease.

(b) Territory Housing will pay any costs associated with stamp duty, registration, planning approval and all other necessary consents and survey in respect of or in connection with this CL Underlease.

17. Notices and other communications

17.1 Service of notices

A notice, demand, consent, approval or communication under this CL Underlease (**Notice**) must be:

(a) in writing, in English and signed by a person duly authorised by the sender; and

(b) hand delivered or sent by prepaid post or facsimile to the recipient's address for Notices specified in the Details, as varied by any Notice given by the recipient to the sender.

17.2 Effective on receipt

A Notice given in accordance with clause 17.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

(a) if hand delivered, on delivery;

(b) if sent by prepaid post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia);

(c) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the entire Notice unless, within eight Business Hours after the transmission, the recipient informs the sender that it has not received the entire Notice,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

18. Goods and Services Tax

(a) For the purposes of this clause:

(i) GST Act means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and

(ii) adjustment event, adjustment note, GST, input tax credit and taxable supply have the meanings given to those terms in the GST Act.

(b) Unless otherwise stated, all amounts payable by one party to the other party under this CL Underlease are exclusive of GST.

(c) A recipient of a taxable supply made under this CL Underlease must pay to the supplier an amount equivalent to any GST paid or payable by the supplier in respect of the taxable supply, subject to the supplier issuing a valid tax invoice in accordance with the GST Act to the recipient.

(d) A party's obligation to reimburse the other party for an amount paid or payable to a third party includes GST on the amount paid or payable to the third party, except to the extent that the party being reimbursed is entitled to claim an input tax credit for that GST.

(e) Each party must issue an adjustment note to the other party as soon as it becomes aware of an adjustment event relating to a taxable supply by it under this CL Underlease.

19. Miscellaneous

(a) This CL Underlease may be executed by the parties in any number of counterparts and all counterparts taken together will constitute one instrument.

(b) Any term of this CL Underlease which is not applicable to the CL Underlease Area or which is repugnant to the general interpretation of this CL Underlease or which is invalid unlawful void or unenforceable shall be capable of severance without affecting any of the other terms of this CL Underlease.

(c) JCAC consents to Territory Housing completing or amending any Land Title Office panel form which may be required to register this CL Underlease, or any amendment to this CL Underlease contemplated in this CL Underlease, from time to time. JCAC agrees to sign such documents as may be necessary to achieve this.

(d) This CL Underlease shall not create any relationship between JCAC and Territory Housing other than the relationship of underlessor and underlessee.

Schedule 1 - CL Underlease Particulars

		Headlease	Premises
1.	**Premises**	1. Crown Lease in Perpetuity 01103 2. Crown Lease in Perpetuity 01114 3. Crown Lease in Perpetuity 01191 4. Crown Lease in Perpetuity 01192 5. Crown Lease in Perpetuity 01122 6. Crown Lease in Perpetuity 01113 7. Crown Lease in Perpetuity 01123 8. Special Purpose Lease 0540 9. Crown Lease Term 01142 * The Headlease and Premises with corresponding numbers are the same parcel of land.	1. Lot 2051 Town of Tennant Creek from plan S 86/060 (Kargaru) 2. Lot 2055 Town of Tennant Creek from plan S 86/102B (Marla Marla) 3. Lot 1273 Town of Tennant Creek from plan S 74/062A (Munji-Marla) 4. Lot 1004 Town of Tennant Creek from plan B 000314 (The Village) 5. Lot 2065 Town of Tennant Creek from plan S 88/37 (Tinkarli) 6. Lot 2057 Town of Tennant Creek from plan S 86/102A (Village Camp) 7. Lot 2066 Town of Tennant Creek from plan S 88/37 (Wuppa) 8. Lot 1271 Town of Tennant Creek from plan S 80/190 (Ngalpa Ngalpa) 9. Lot 2125 Town of Tennant Creek from plan S96/271
2.	**Commencement Date**	The day on which the Minister provides his or her consent under clause 3.1(a) of this CL Underlease	
3.	**Term of Underlease**	10 years commencing on the Commencement Date	
4.	**Option Periods**	The balance of the period of the Sublease, including any option periods under the Sublease	
5.	**Permitted Use**	For those areas on the plan marked A, community buildings and spaces. For those areas on the plan marked B, child care centres. For those areas on the plan marked C, ceremonial and traditional Aboriginal purposes.	

Signing page

EXECUTED as an agreement.

Signed by **Chief Executive Officer (Housing)**
in the presence of

Kara Maclean ←
Signature of witness

Kara Maclean
Executive Assistant
Name of witness (print)

← Signature of Chief Executive Officer (Housing)

D.J. Ritchie
Chief Executive
Name of Chief Executive Officer (Housing) (print)

The Common Seal of **Julalikari Council Aboriginal Corporation** was affixed hereto this 20th day of October 2008 in our presence pursuant to a resolution of the Council passed on the 20th day of October 2008:

JULALIKARI COUNCIL ABORIGINAL CORPORATION
COMMON SEAL

Geoffrey Shannon
Council Member

Geoffrey Shannon
Name of Council Member

← Council Member

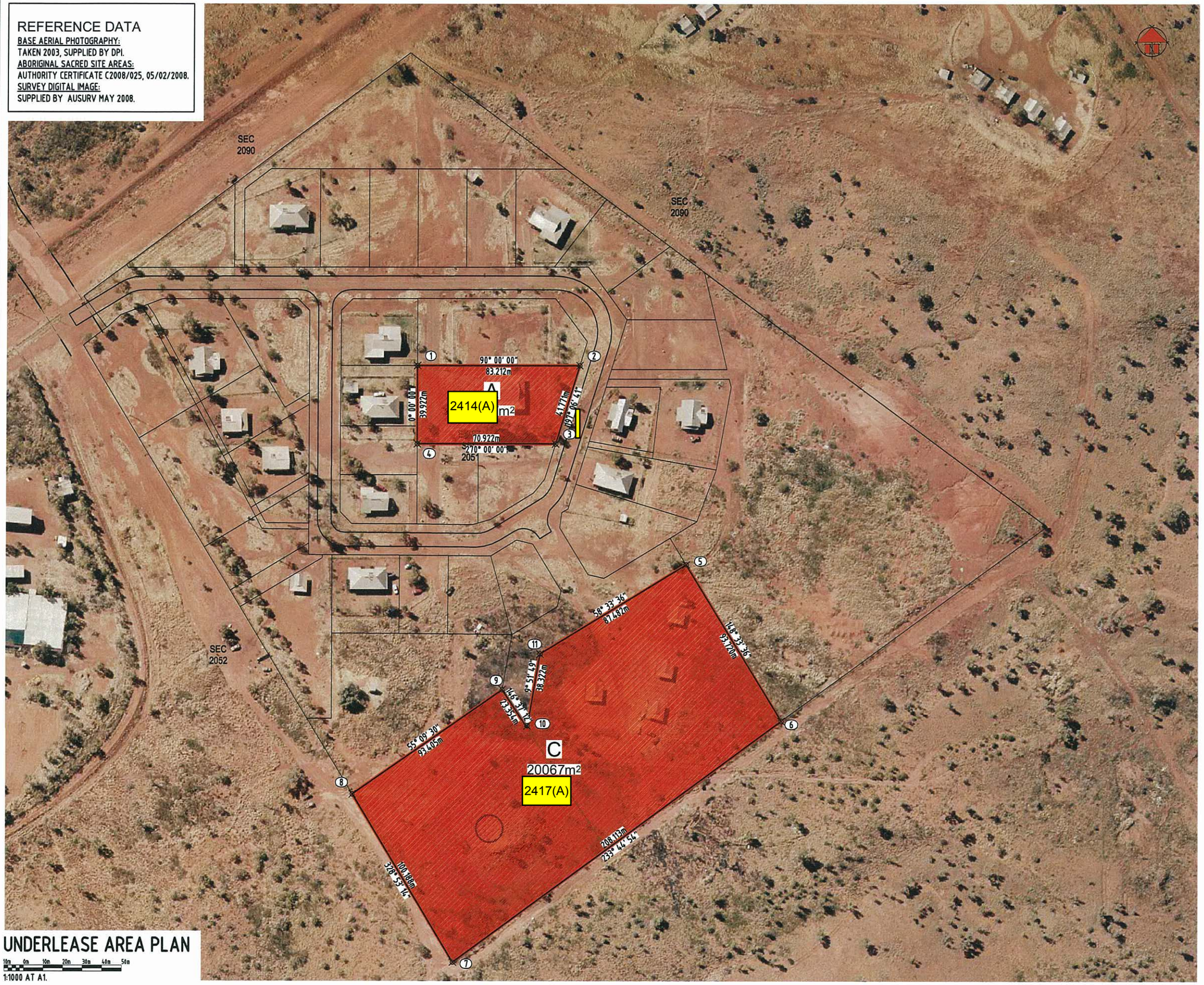
GINA MAREE SMITH
Name of Council Member

Annexure A

Map of CL Underlease Area

REFERENCE DATA

BASE AERIAL PHOTOGRAPHY:
TAKEN 2003, SUPPLIED BY DPI.
ABORIGINAL SACRED SITE AREAS:
AUTHORITY CERTIFICATE C2008/025, 05/02/2008.
SURVEY DIGITAL IMAGE:
SUPPLIED BY AUSURV MAY 2008.



SETTING OUT TABLE

POINT	EASTING	NORTHING
1	416012.5885	7826217.8511
2	416095.8005	7826217.8511
3	416083.5101	7826177.9288
4	416012.5885	7826177.9288
5	416150.6634	7826116.2117
6	416199.5482	7826036.2515
7	416031.7198	7825913.1871
8	415979.9501	7825998.9634
9	416056.6109	7826052.3266
10	416069.4601	7826033.8677
11	416076.0248	7826070.5804

UNDERLEASE AREA PLAN

10m 0m 10m 20m 30m 40m 50m
1:1000 AT A1.

No.	DESCRIPTION	DATE	INIT.
A	ISSUE FOR ADMINISTRATIVE APPROVAL	09.10.2008	JTL

AMENDMENTS

OPUS QANTEC McWILLIAM
A.B.N. 79 086 342 065
Level 1, 60 Smith Street
Darwin NT 0801
GPO Box 4083 Darwin NT 0801
Telephone: (08) 8981 7500
Facsimile: (08) 8941 1862
E-Mail: darwin@opusqmcw.com.au
The Association of Consulting Engineers Australia
N-D8004.01_UNDERLEASE

territory housing

DRAWN	SGE\JTL	CHECKED	J.ANTOUN
DATE	OCT 2008	DATE	OCT 2008
DESIGNED		CHECKED	
DATE		DATE	
DESIGN PROJECT LEADER		PROJECT OFFICER	
DATE		DATE	

Northern Territory Government
Department of Planning and Infrastructure

TENNANT CREEK
KARGARU (238)
INFRASTRUCTURE DESIGN PROJECT FOR TENNANT CREEK URBAN LIVING AREAS
CROWN LEASE IN PERPETUITY 01103
LOT 2051 TOWN OF TENNANT CREEK (FROM PLAN S 86/060)

FILE No.	ASSET No.	SHEET No.	DRAWING No.	AMEND.	SHEET SIZE
-	-	- OF -	R08-2033	A	A1

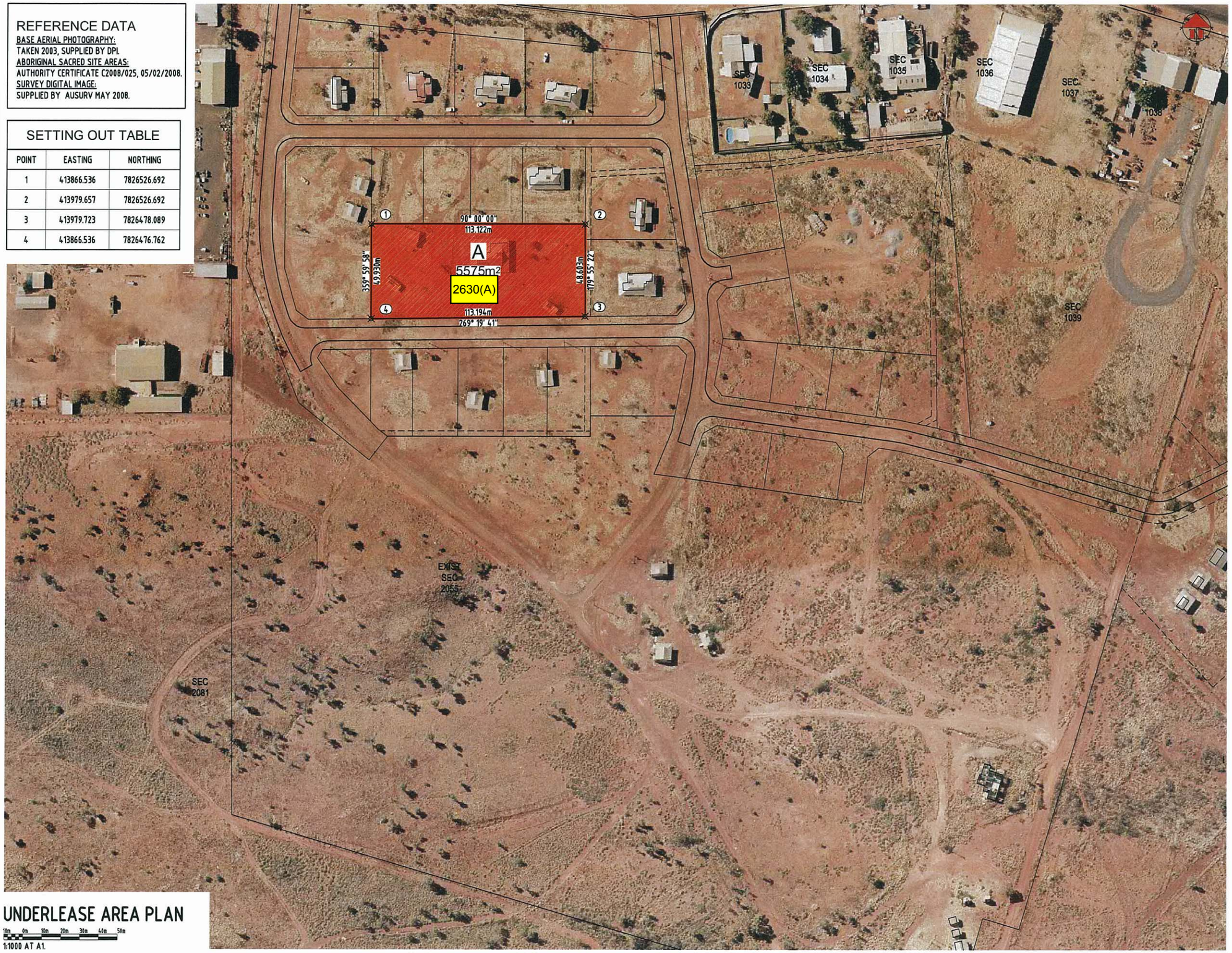
G:\PROJECTS 2008-OPUS\N-D8004 - TENNANT CREEK URBAN LIVING\N-D8004.01\N-D8004.01 DRAWINGS\01 KARGARU\N-D8004.01 UNDERLEASE.DWG

REFERENCE DATA

BASE AERIAL PHOTOGRAPHY:
TAKEN 2003, SUPPLIED BY DPI.
ABORIGINAL SACRED SITE AREAS:
AUTHORITY CERTIFICATE C2008/025, 05/02/2008.
SURVEY DIGITAL IMAGE:
SUPPLIED BY AUSURV MAY 2008.

SETTING OUT TABLE

POINT	EASTING	NORTHING
1	413866.536	7826526.692
2	413979.657	7826526.692
3	413979.723	7826478.089
4	413866.536	7826476.762



UNDERLEASE AREA PLAN

10m 0m 10m 20m 30m 40m 50m
1:1000 AT A1.

No.	DESCRIPTION	DATE	INIT.
A	ISSUE FOR ADMINISTRATIVE APPROVAL	09.10.2008	SGE
	AMENDMENTS		

OPUS QANTEC McWILLIAM
A.B.N. 79 086 342 065
Level 1, 60 Smith Street
Darwin NT 0801
GPO Box 4083 Darwin NT 0801
Telephone: (08) 8981 7500
Facsimile: (08) 8941 1862
E-Mail: darwin@opusqmcw.com.au
The Association of Consulting Engineers Australia
N-D8004.02

territory housing

DRAWN	SGE\JTL	CHECKED	J.ANTOUN
DATE	OCT 2008	DATE	OCT 2008
DESIGNED		CHECKED	
DATE		DATE	
DESIGN PROJECT LEADER		PROJECT OFFICER	
DATE		DATE	

Northern Territory Government
Department of Planning and Infrastructure

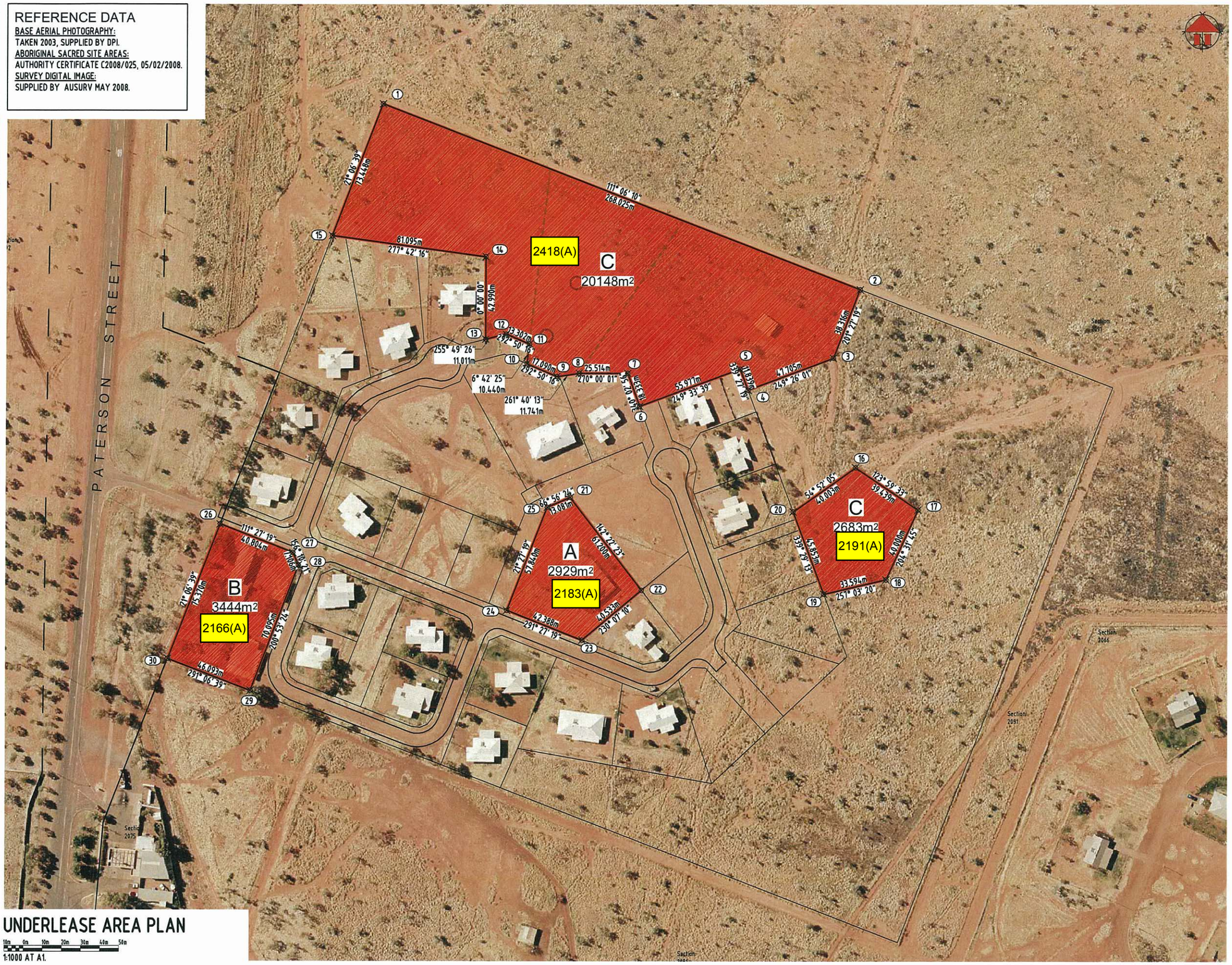
TENNANT CREEK
MARLA MARLA (223)
INFRASTRUCTURE DESIGN PROJECT FOR TENNANT CREEK URBAN LIVING AREAS
CROWN LEASE IN PERPETUITY 01114
LOT 2055 TOWN OF TENNANT CREEK (FROM PLAN 86/102B)

FILE No.	ASSET No.	SHEET No.	DRAWING No.	AMEND.	SHEET SIZE
-	-	- OF -	R08-2034	A	A1

G:\PROJECTS 2008-OPUS\N-D8004 - TENNANT CREEK URBAN LIVING\N-D8004.A01\N-D8004.A0 DRAWINGS\V2_MARLA_MARLA\N-D8004.A2_UNDERLEASE.DWG

REFERENCE DATA

BASE AERIAL PHOTOGRAPHY:
TAKEN 2003, SUPPLIED BY DPI.
ABORIGINAL SACRED SITE AREAS:
AUTHORITY CERTIFICATE C2008/025, 05/02/2008.
SURVEY DIGITAL IMAGE:
SUPPLIED BY AUSURV MAY 2008.



UNDERLEASE AREA PLAN

10m 0m 10m 20m 30m 40m 50m
1:1000 AT A1.

SETTING OUT TABLE

POINT	EASTING	NORTHING
1	415464.900	7828940.000
2	415714.950	7828843.500
3	415700.935	7828807.839
4	415656.270	7828791.081
5	415652.115	7828802.167
6	415599.663	7828782.619
7	415593.407	7828799.852
8	415567.893	7828799.852
9	415556.275	7828798.151
10	415540.525	7828804.784
11	415541.744	7828815.153
12	415529.485	7828820.316
13	415518.809	7828817.619
14	415518.809	7828860.610
15	415438.446	7828871.481
16	415712.791	7828750.654
17	415745.491	7828728.604
18	415728.884	7828692.214
19	415696.143	7828684.689
20	415680.054	7828727.619
21	415563.492	7828735.064
22	415600.856	7828686.593
23	415569.751	7828660.603
24	415530.300	7828676.108
25	415551.457	7828729.940
26	415380.372	7828721.063
27	415418.348	7828706.138
28	415421.219	7828699.638
29	415396.225	7828634.150
30	415353.226	7828650.751

No.	DESCRIPTION	DATE	INIT.
A	ISSUE FOR ADMINISTRATIVE APPPROVAL	09.10.2008	JTL/SGE

AMENDMENTS

OPUS QANTEC McWILLIAM
A.B.N. 79 086 342 065
Level 1, 60 Smith Street
Darwin NT 0801
GPO Box 4083 Darwin NT 0801
Telephone: (08) 8981 7500
Facsimile: (08) 8941 1862
E-Mail: darwin@opusqmcw.com.au
The Association of Consulting Engineers Australia
N-D8004.04

territory housing

DRAWN	CHECKED
SGE/JTL	J.ANTOUN
DATE OCT 2008	DATE OCT 2008
DESIGNED	CHECKED
DATE	DATE
DESIGN PROJECT LEADER	PROJECT OFFICER
DATE	DATE

Northern Territory Government
Department of Planning and Infrastructure

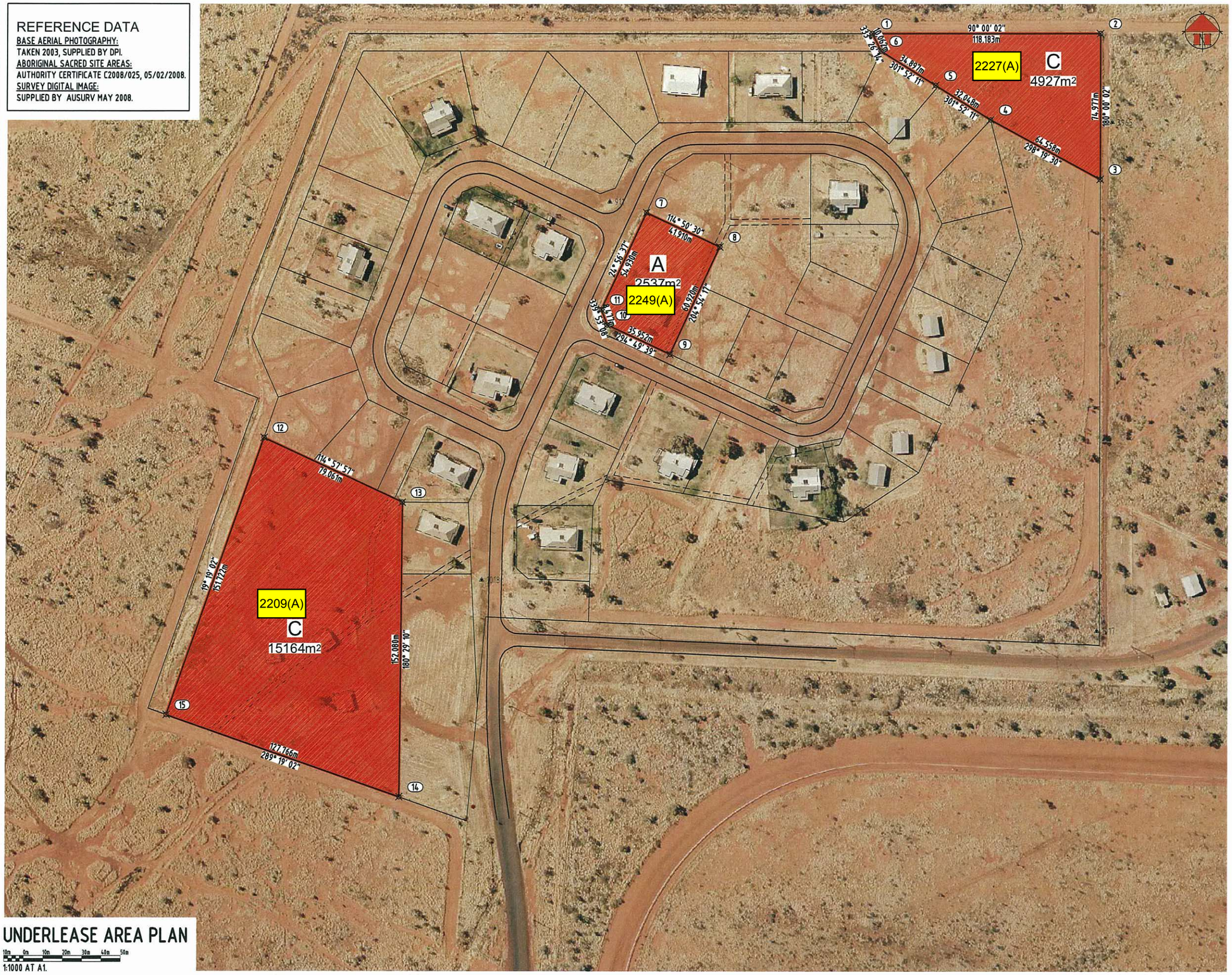
TENNANT CREEK
NGALPA NGALPA (246)
INFRASTRUCTURE DESIGN PROJECT FOR TENNANT CREEK URBAN LIVING AREAS
SPECIAL PURPOSE LEASE 0540 LOT 1271 TOWN OF TENNANT CREEK (FROM PLAN S 80/190)
AND CROWN LEASE TERM 01142 LOT 2125 TOWN OF TENNANT CREEK (FROM PLAN S 96/271)

FILE No.	ASSET No.	SHEET No.	DRAWING No.	AMEND.	SHEET SIZE
-	-	- OF -	R08-2036	A	A1

G:\PROJECTS\2008-OPUS\N-D8004 - TENNANT CREEK URBAN LIVING\N-D8004.04\N-D8004.04 DRAWINGS\MX_NGALPA_NGALPAPLAN-D8004.04_UNDERLEASE.DWG

REFERENCE DATA

BASE AERIAL PHOTOGRAPHY:
TAKEN 2003, SUPPLIED BY DPI.
ABORIGINAL SACRED SITE AREAS:
AUTHORITY CERTIFICATE C2008/025, 05/02/2008.
SURVEY DIGITAL IMAGE:
SUPPLIED BY AUSURV MAY 2008.



SETTING OUT TABLE

POINT	EASTING	NORTHING
1	416108.372	7828668.391
2	416226.555	7828668.390
3	416226.554	7828593.413
4	416169.726	7828624.045
5	416141.299	7828641.718
6	416112.872	7828659.391
7	415991.592	7828576.279
8	416029.625	7828558.672
9	416003.971	7828503.417
10	415971.342	7828518.513
11	415968.427	7828526.472
12	415794.124	7828460.277
13	415865.797	7828426.907
14	415864.507	7828274.832
15	415743.934	7828317.096

UNDERLEASE AREA PLAN

10m 0m 10m 20m 30m 40m 50m
1:1000 AT A1.

No.	DESCRIPTION	DATE	INIT.
A	ISSUE FOR ADMINISTRATIVE APPROVAL	09.10.2008	JTL/SGE

AMENDMENTS

OPUS QANTEC McWILLIAM
A.B.N. 79 086 342 065
Level 1, 60 Smith Street
Darwin NT 0801
GPO Box 4083 Darwin NT 0801
Telephone: (08) 8981 7500
Facsimile: (08) 8941 1862
E-Mail: darwin@opusqmcw.com.au
The Association of Consulting Engineers Australia
N-D8004.05_UNDERLEASE

territory housing

DRAWN	CHECKED
JTL\SGE	J.ANTOUN
DATE OCT 2008	DATE OCT 2008
DESIGNED	CHECKED
DATE	DATE
DESIGN PROJECT LEADER	PROJECT OFFICER
DATE	DATE

Northern Territory Government
Department of Planning and Infrastructure

TENNANT CREEK
WUPPA (684)
INFRASTRUCTURE DESIGN PROJECT FOR TENNANT CREEK URBAN LIVING AREAS
CROWN LEASE PERPETUITY 01123
LOT 2066 TOWN OF TENNANT CREEK (FROM PLAN S 88/37)

FILE No.	ASSET No.	SHEET No.	DRAWING No.	AMEND.	SHEET SIZE
-	-	OF -	R08-2037	A	A1

G:\PROJECTS 2008-OPUS\N-D8004 - TENNANT CREEK URBAN LIVING\N-D8004.05\N-D8004.05 DRAWINGS\05_WUPPA\N-D8004.05_UNDERLEASE.DWG

REFERENCE DATA

BASE AERIAL PHOTOGRAPHY:
TAKEN 2003, SUPPLIED BY DPI.
ABORIGINAL SACRED SITE AREAS:
AUTHORITY CERTIFICATE C2008/025, 05/02/2008.
SURVEY DIGITAL IMAGE:
SUPPLIED BY AUSURV MAY 2008.



SETTING OUT TABLE

POINT	EASTING	NORTHING
1	416372.609	7828706.525
2	416442.392	7828746.813
3	416506.212	7828673.352
4	416466.335	7828649.125
5	416455.241	7828652.129
6	416444.104	7828645.738
7	416440.748	7828633.344
8	416446.087	7828624.039
9	416426.310	7828612.414
10	416610.280	7828553.563
11	416632.983	7828527.430
12	416628.691	7828433.223
13	416603.070	7828431.891
14	416577.584	7828407.108
15	416553.527	7828449.032
16	416571.664	7828460.456
17	416562.834	7828475.866
18	416593.960	7828493.727
19	416573.584	7828532.353
20	416495.750	7828468.174
21	416517.651	7828429.992
22	416462.371	7828394.880
23	416438.994	7828435.618

UNDERLEASE AREA PLAN

10m 0m 10m 20m 30m 40m 50m
1:1000 AT A1.

No.	DESCRIPTION	DATE	INIT.
A	ISSUE FOR ADMINISTRATIVE APPROVAL	09.10.2008	JTL/SGE

AMENDMENTS

OPUS QANTEC McWILLIAM
A.B.N. 79 086 342 065
Level 1, 60 Smith Street
Darwin NT 0801
GPO Box 4083 Darwin NT 0801
Telephone: (08) 8981 7500
Facsimile: (08) 8941 1862
E-Mail: darwin@opusqmcw.com.au
The Association of Consulting Engineers Australia

N-D8004.06_UNDERLEASE

territory housing

DRAWN	CHECKED
SGE\JTL	J.ANTOUN
DATE OCT 2008	DATE OCT 2008
DESIGNED	CHECKED
DATE	DATE
DESIGN PROJECT LEADER	PROJECT OFFICER
DATE	DATE

Northern Territory Government
Department of Planning and Infrastructure

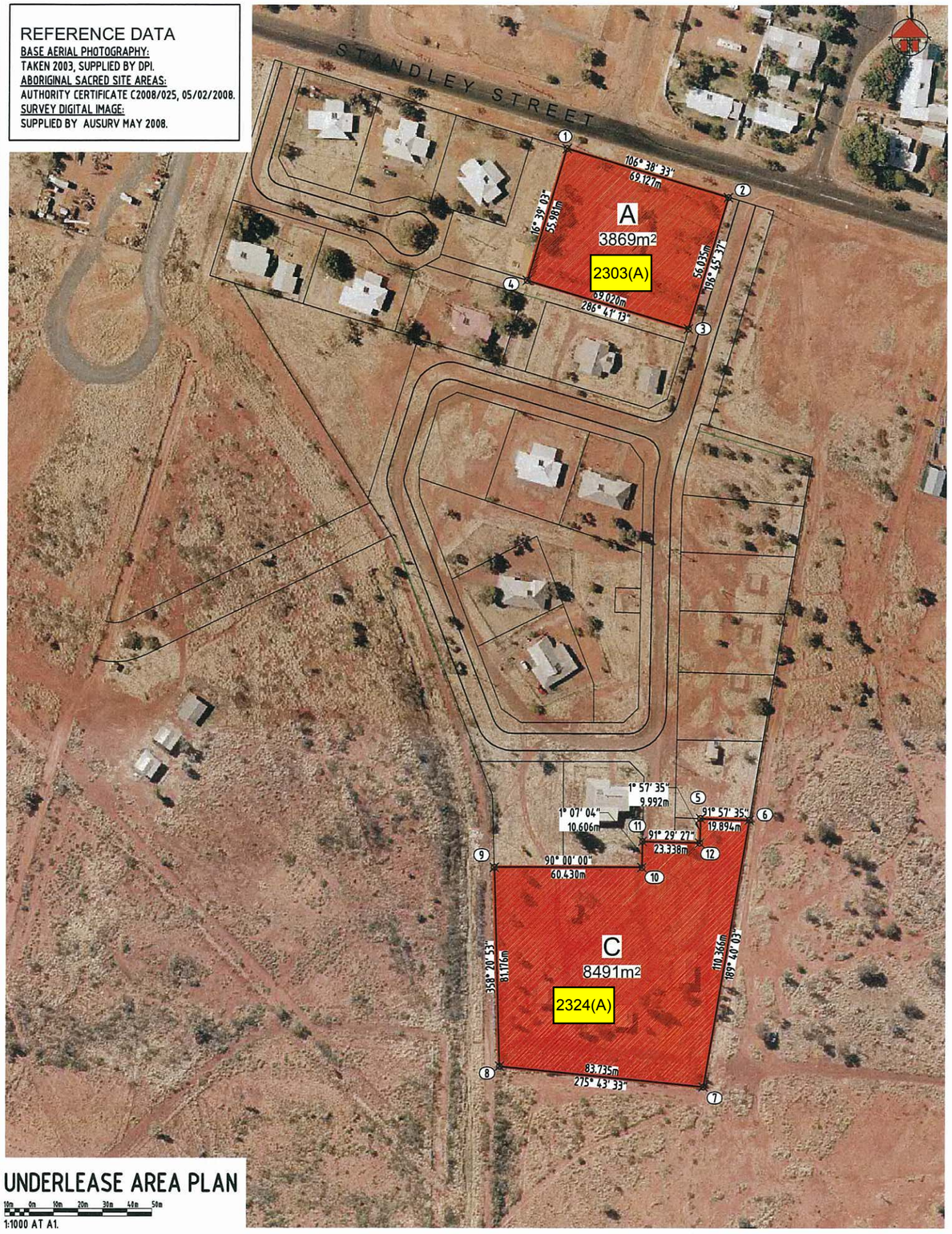
TENNANT CREEK
TINKARLI (681)
INFRASTRUCTURE DESIGN PROJECT FOR TENNANT CREEK URBAN LIVING AREAS
CROWN LEASE PERPETUITY 01122
LOT 2065 TOWN OF TENNANT CREEK (FROM PLAN S 88/37)

FILE No.	ASSET No.	SHEET No.	DRAWING No.	AMEND.	SHEET SIZE
-	-	OF -	R08-2038	A	A1

G:\PROJECTS 2008-OPUS\N-D8004 - TENNANT CREEK URBAN LIVING\N-D8004.69\N-D8004.69 DRAWINGS\N-D8004.66 - TINKARLI\N-D8004.66 - UNDERLEASE.DWG

REFERENCE DATA

BASE AERIAL PHOTOGRAPHY:
TAKEN 2003, SUPPLIED BY DPI.
ABORIGINAL SACRED SITE AREAS:
AUTHORITY CERTIFICATE C2008/025, 05/02/2008.
SURVEY DIGITAL IMAGE:
SUPPLIED BY AUSURV MAY 2008.



UNDERLEASE AREA PLAN

10m 0m 10m 20m 30m 40m 50m
1:1000 AT A1.

SETTING OUT TABLE

POINT	EASTING	NORTHING
1	414467.676	7826579.672
2	414533.907	7826559.874
3	414517.806	7826506.412
4	414451.635	7826526.038
5	414523.376	7826306.579
6	414543.258	7826305.899
7	414524.724	7826197.100
8	414441.407	7826205.454
9	414439.067	7826286.596
10	414499.497	7826286.596
11	414499.704	7826297.200
12	414523.034	7826296.593

No.	DESCRIPTION	DATE	INIT.
	AMENDMENTS		
A	ISSUE FOR ADMINISTRATIVE APPROVAL	09.10.2008	JTL/SGE

OPUS QANTEC McWILLIAM
A.B.N. 79 086 342 065
Level 1, 60 Smith Street
Darwin NT 0801
GPO Box 4083 Darwin NT 0801
Telephone: (08) 8981 7500
Facsimile: (08) 8941 1862
E-Mail: darwin@opusqmcw.com.au
The Association of Consulting Engineers Australia
N-D8004.07

territory housing

DRAWN	SGE\JTL	CHECKED	J.ANTOUN
DATE	OCT 2008	DATE	OCT 2008
DESIGNED		CHECKED	
DATE		DATE	
DESIGN PROJECT LEADER		PROJECT OFFICER	
DATE		DATE	

Northern Territory Government
Department of Planning and Infrastructure

TENNANT CREEK
VILLAGE AND SORRY CAMP (271)
INFRASTRUCTURE DESIGN PROJECT FOR TENNANT CREEK URBAN LIVING AREAS
CROWN LEASE PERPETUITY 01192 LOT 1004 TOWN OF TENNANT CREEK (FROM PLAN B 000314)
AND CROWN LEASE IN PERPETUITY 01113 LOT 2057 TOWN OF TENNANT CREEK (FROM PLAN S86/102A)

FILE No.	ASSET No.	SHEET No.	DRAWING No.	AMEND.	SHEET SIZE
-	-	C00.00 OF -	R08-2039	A	A1

G:\PROJECTS 2008-OPUS\N-D8004 - TENNANT CREEK URBAN LIVING\N-D8004.06 N-D8004.07 DRAWINGS\07 - VILLAGE & SORRY CAMP\N-D8004.07 - VILLAGE CAMP\N-D8004.07 - DWGS ETC\N-D8004.07-UNDERLEASE.DWG

312145

Lodged at the Registrar General's Office

on 6:7:94 at 10:42:40

by.....

Duplicate title to.....

312145

NORTHERN TERRITORY OF AUSTRALIA

NOTICE OF A RIGHT TO A GRANT OF AN INTEREST

The Minister, under the *Crown Lands Act*, lodges with the Registrar-General details of the means by which the right of a grant of an interest in land arose for the purpose of creating a folio in the register

	Location	Parcel	Area	Plan
Land	Tennant Creek	Lot 2065	14.36 ha	S88/37

Details of the Interest	Crown Lease Perpetual No. 1122
Commencing	The 29th day of June 1994
Expiring	In perpetuity
Person who possesses the right to a grant	Name: Julalikari Housing Incorporated Address: 13 Maloney Street, Tennant Creek NT
Means by which the right to grant arose	Sections 9(1), 10(1) and 12(3) of the *Crown Lands Act*
Easements	Nil

Reservations

1. Reservation of right of entry and inspection.

2. Reservation of all minerals, mineral substances and ores in or under the land including gems, stones, sands, valuable earths and fossil fuels.

3. Reservation of power of resumption.

Provisions

1. The purpose of the lease ("the lease purpose") is Aboriginal Residential Complex (Tingkkarli).

2. The annual rent for the lease will be ten (10) cents if and when demanded.

3. If the rent referred to in provision 2 is unpaid for six months or more, the lease shall be liable to be forfeited.

4. This lease is granted under and subject to the said Act and the Regulations for the time being in force thereunder, and is conditional upon compliance by the Lessee with the covenants and conditions to be complied with by the Lessee, and will, subject to the said Act and the Regulations, be liable to be determined and forfeited for non-compliance with any such covenant or condition.

Viewed at 14:11:01 on 01/11/2016 by 32GPL.

5. The Lessee, having paid all rent due to be paid by the Lessee may at any time surrender the lease in the manner prescribed under the Act.

6. For the purposes of sections 58 and 59 of the Act the Lessee agrees that the Minister may at his absolute discretion determine the Lessee's rights in improvements and whether compensation is payable for improvements following surrender, expiry, termination or forfeiture of this lease.

Conditions and Covenants

1. Subject to the Act the Lessee will not use the land for a purpose other than the lease purpose.

2. The Lessee will pay rates and taxes which may at any time become due in respect of the leased land.

3. The Lessee will pay the rent annually in advance.

4. The Lessee will at all times maintain and repair and keep in repair all improvements to the value of five hundred thousand dollars ($500,000) on the land to the satisfaction of the Minister.

5. All development will be in accordance with any Planning Instrument and or any Instrument of Determination issued under the Planning Act affecting the land the subject of the lease.

6. The Lessee will, in respect of land included in the lease, ensure that at all times and to the satisfaction of the Minister, the land is kept clean, tidy and free from weeds, debris, dry herbage, rubbish, carcasses of animals and other unsightly or offensive matter and harbour for insects, pests and the breeding of mosquitoes.

7. The Lessee covenants with the Minister that if the Lessee fails to observe and carry out or to cause to be observed or carried out the requirements of condition 6 above, the Territory will have a right to enter onto the leased premises and do all things necessary to that end and the expense and cost thereof (as determined by the Minister) will be borne and payable by the Lessee on demand.

8. The Lessee will at all times maintain and repair and keep in repair the whole of the boundary fence of the leased land to the satisfaction of the Minister.

   In addition the Lessee will share the cost of erecting a 1.83m fence for a total length of 1577m surrounding Lot 1274, Town of Tennant Creek, on a 50/50 share basis with the Tennant Creek Town Council.

9. That all electrical reticulation, water reticulation and sewerage will conform at all times with the appropriate by-laws, standards and specifications of the Power and Water Authority.

10. That the leased land will be dust suppressed and adequately drained for stormwater and all such drainage will conform at all times with the appropriate by-laws, standards and specifications of the Department of Transport and Works and the Town Engineer, Tennant Creek Town Council.

11. The access to the leased land will be constructed in accordance with plans and specifications previously submitted to and approved by the Tennant Creek Town Council.

Baskerville .....(Date) 27/6/94

Signed by John Leonard Baskerville
Delegate of the Minister

Witness.....

18:7:94 12:31.
Registered on ..... at .....

TERRITORY OF AUSTRALIA REGISTRAR GENERAL

NORTHERN TERRITORY OF AUSTRALIA

DEPARTMENT OF LANDS, HOUSING AND LOCAL GOVERNMENT

Telephone 515736

Our Ref CLT1122

Your Ref jw

PO Box 1596
ALICE SPRINGS NT 0871
Facsimile: (089) 51 5360

Registrar-General
Department of Law
GPO Box 3021
DARWIN NT 0801

Attention: Phil Timney

Attached for registration is a Notice of a Grant of an Interest to issue a Crown Lease Perpetual over Lot 2065, Town of Tennant Creek.

Lot 2065 was previously held under Crown Lease Term No. 747, the appropriate surrender is attached.

Lot 2065 is not subject to a claim under the Aboriginal Land Rights Act.

Survey plan S88/037 refers.

JOHN WHITING
Property Client Services
4 July, 1994

LAB. AIS
AIS Book
7496/94

AGENT FOR THE NORTHERN TERRITORY HOUSING COMMISSION

FORM 44 Section 191B

NORTHERN TERRITORY OF AUSTRALIA

R No. 364709

LODGED AT THE REGISTRAR-GENERAL'S OFFICE

ON 26/11/96	AT 11:38:18
BY Office of Business Affairs	CORRECTION TO .....
FEE	RECEIPT .....

MEMORANDUM FOR PURPOSES OF STATUTORY RESTRICTIONS NOTICE

Notice is given that dealing with or use or occupation of the land described is restricted by virtue of the statutory authority and to the extent as specified below and the applicant requests that the restriction be recorded in the Register.

LAND	Register	Volume	Folio	Location	Parcel	Plan	Unit
	CUCL	371	160	TENNANT CREEK	LOT 2065	S88/37	

STATUTORY AUTHORITY IMPOSING THE RESTRICTION	Section 26A *Associations Incorporation Act*	Date:

EXTENT OR NATURE OF RESTRICTION	Prescribed Property

SIGNED by **BARBARA VIVIEN BRADSHAW**, Delegate of the Attorney-General for the **NORTHERN TERRITORY OF AUSTRALIA** this 19th day of November 1996 in the presence of:

.....
Witness

Robert John Chamberlain
Commissioner for Oaths
C/- Northern Territory
Attorney-General's Department

26/11/96 ..... 11.53 .....
Registered on At

Correct for the purposes of the *Real Property Act*. A Practitioner of the Supreme Court of the Northern Territory of Australia

Our Ref:LC96 0515/C9601803

C9601803.DOC

364709

25/11/96

DEALING LODGEMENT FORM

A310

LANDS TITLES OFFICE
Nichols Place
G.P.O. Box 3021
DARWIN, N.T. 0801

CENTREPOINT BUILDING
P.O. Box 8043
ALICE SPRINGS
N.T. 0871

(A) Name and Address of Lodging Party

OFFICE OF BUSINESS AFFAIRS

No.	(B) Description of Instrument or Document	Registered Number	Fee
1	RESTRICTION NOTICE	364709	

To lodge documents for registration
1. Complete panel (A) to (D)
2. Present documents in the sequence listed.

(C) Titles, crown leases, duplicate instruments and other documents lodged with the above dealings:

1. NO TITLE LODGED
2. [redacted]

NOTES: Duplicate titles and instruments will be returned to the lodging party unless otherwise instructed in panel (D) below.
Additional fees are payable for documents lodged with the above dealings:

(D) Delivery instructions for documents not to be returned to lodging party:

Cheque No.:..... SUB - TOTAL

Cash..... CERTIFIED MAIL

Other..... **TOTAL** NIL

CODE 1 =

CODE 11 =

CODE 9 =

Government Printer of the Northern Territory 36-33

[redacted]

[redacted]

DEALING LODGEMENT FORM

LANDS TITLES OFFICE
Nichols Place
G.P.O. Box 3021
DARWIN, N.T. 0801

CENTREPOINT BUILDING
P.O. Box 8043
ALICE SPRINGS
N.T. 0871

(A) Name and Address of Lodging Party

Office of Aboriginal Affairs

No.	(B) Description of Instrument or Document	Registered Number	Fee
1	RESTRICTION NOTICE	364709	

To lodge documents for registration
1. Complete panel (A) to (D)
2. Present documents in the sequence listed.

(C) Titles, crown leases, duplicate instruments and other documents lodged with the above dealings:

1. NO TITLE LODGED
2. [redacted]

NOTES: Duplicate titles and instruments will be returned to the lodging party unless otherwise instructed in panel (D) below.
Additional fees are payable for documents lodged with the above dealings:

(D) Delivery instructions for documents not to be returned to lodging party:

Cheque No. ..... SUB - TOTAL

Cash ..... CERTIFIED MAIL

Other ..... **TOTAL** NIL

CODE 1 =

CODE 11 =

CODE 9 =

Government Printer of the Northern Territory 36-33

[redacted]

Date Registered: 18/07/1994 **Volume** 371 **Folio** 160
Duplicate Certificate as to Title issued? Yes

SEARCH CERTIFICATE

CROWN LEASE IN PERPETUITY 01122

Lot 2065 Town of Tennant Creek from plan(s) S 88/37
Area under title is 14 hectares 3600 square metres

Owner:
Julalikari Housing Incorporated
of 13 Maloney Street, Tennant Creek NT 0860

Registered Date	Dealing Number	Description
		Previous title is **Volume** 371 **Folio** 018
26/11/1996	364709	Statutory Notice - Prescribed Property
18/07/1994	312145	Notice of a Right to a Grant of Interest

End of Dealings

IMPORTANT MESSAGE: This title information is compiled from the paper register and may be incomplete. Please refer to the scanned image of the paper title for further details. Contact Land Titles Office staff for assistance.

Commencement Date: 29th June, 1994

Expiry Date: In Perpetuity

Reservations:

1. Reservation of right of entry and inspection.

2. Reservation of all minerals, mineral substances and ores in or under the land including gems, stones, sands, valuable earths and fossil fuels.

3. Reservation of power of resumption.

Provisions:

1. The purpose of the lease ('the lease purpose') is Aboriginal Residential Complex (Tingkkarli).

2. The annual rent for the lease shall be ten (10) cents if and when demanded.

3. If the rent referred to in provision 2 is unpaid for six months or more, the lease shall be liable to be forfeited.

4. This lease is granted under and subject to the Crown Lands Act and the Regulations for the time being in force thereunder, and is conditional upon compliance by the Lessee with the covenants and conditions to be complied with by the Lessee, and shall, subject to the Crown Lands Act and the Regulations, be liable to be determined and forfeited for non-compliance with any such covenant or condition.

5. The Lessee, having paid all rent due to be paid by the Lessee may at any time surrender the lease in the manner prescribed under the Crown Lands Act.

6. For the purposes of sections 58 and 59 of the Crown Lands Act the Lessee agrees that the Minister may at his absolute discretion determine the Lessee's rights in improvements and whether compensation is payable for improvements following surrender, expiry, termination or forfeiture of this lease.

Conditions and covenants:

Date Registered: 18/07/1994 **Volume** 371 **Folio** 160

Duplicate Certificate as to Title issued? Yes

1. Subject to the Crown Lands Act the Lessee will not use the land for a purpose other than the lease purpose.

2. The Lessee will pay rates and taxes which may at any time become due in respect of the leased land.

3. The Lessee will pay the rent annually in advance.

4. The Lessee will at all times maintain and repair and keep in all improvements to the value of five hundred thousand dollars ($500,000) on the land to the satisfaction of the Minister.

5. All development will be in accordance with any Planning Instrument and or any Instrument of Determination issued under the Planning Act affecting the land subject of the lease.

6. The Lessee will, in respect of land included in the lease, ensure that at all times and to the satisfaction of the Minister, the land is kept clean, tidy and free from weeds, debris, dry herbage, rubbish, carcasses of animals and other unsightly or offensive matter and harbour for insects, pests and the breeding of mosquitoes.

7. The Lessee covenants with the Minister that if the Lessee fails to observe and carry out or to cause to be observed or carried out the requirements of conditon 6 above, the Territory will have a right to enter onto the leased premises and do all things necessary to that end and the expense and cost thereof (as determined by the Minister) will be borne and payable by the Lessee on demand.

8. The Lessee will at all times maintain and repair and keep in repair the whole of the boundary fence of the leased land to the satisfaction of the Minister.

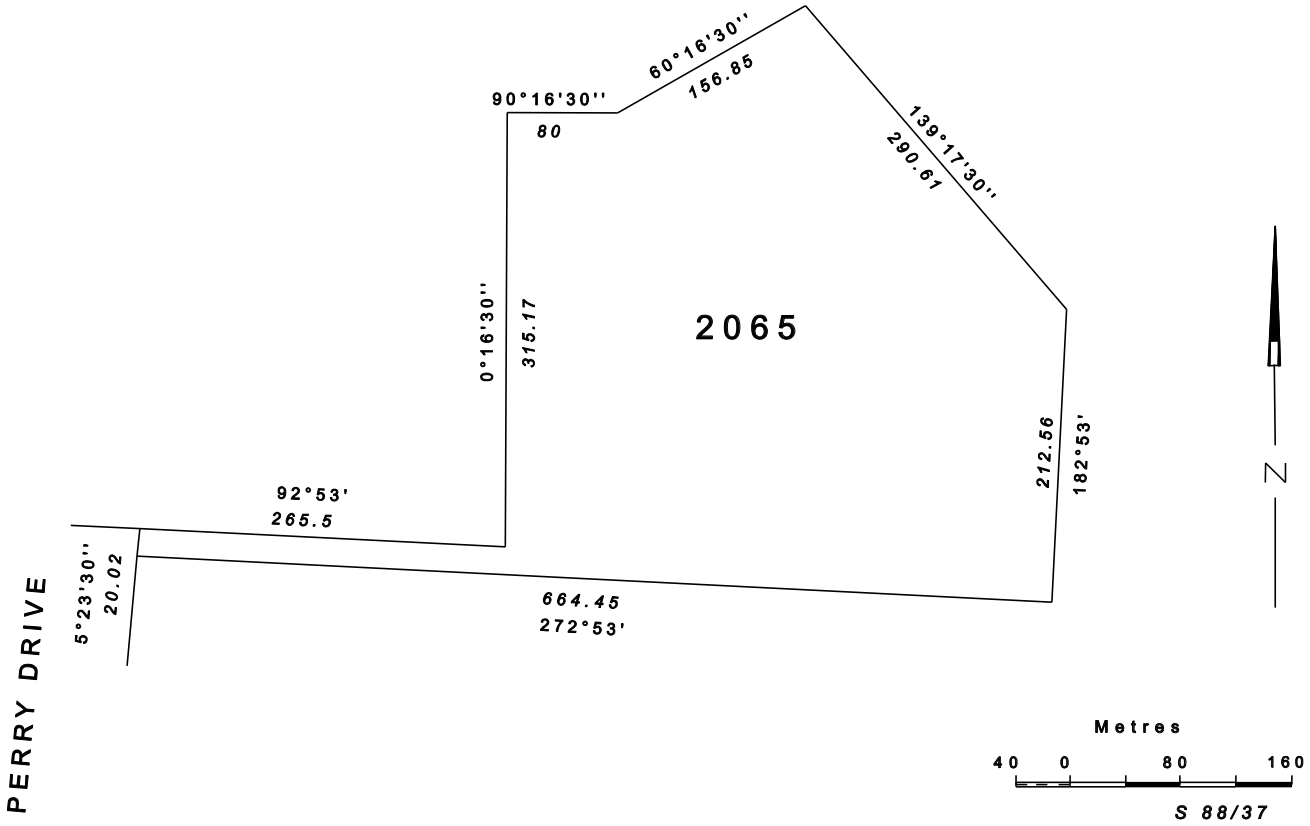
In addition the Lessee will share the cost of erecting a 1.83m fence for a total length of 1577m surrounding Lot 1274, Town of Tennant Creek, on a 50/50 share basis with the Tennant Creek Town Council.

9. That all electrical reticulation, water reticulation and sewerage will conform at all times with the appropriate by-laws, standards and specification of the Power and Water Authority.

10. That the leased land will be dust suppressed and adequately drained for stormwater and all such drainage will conform at all times with the appropriate by-laws, standards and specifications of the Department of Transport and Works and the Town Engineer, Tennant Creek Town Council.

11. The access to the leased land will be constructed in accordance with plans and spectifications previously submitted to and approved by the Tennant Creek Town Council.

Date Registered: 18/07/1994 **Volume** 371 **Folio** 160
Duplicate Certificate as to Title issued? Yes



NORTHERN TERRITORY OF AUSTRALIA

Record of Administrative Interests and Information

Record of Administrative Interests and Information
The information contained in this record of Administrative Interests only relates to the below parcel reference.

Parcel Reference: Lot 02065 Town of Tennant Creek plan(s) S 88/37

(See section 38 of the Land Title Act)

Note: The Record of Administrative Interests and Information is not part of the Land Register and is not guaranteed by the Northern Territory of Australia, and the NT Government accepts no Liability for any omission, misstatement or inaccuracy contained in this statement.

Registrar General

Government Land Register
(none found)

Custodian - Registrar General (+61 8 8999 6252)

Current Title
CUFT 371 160 (order 1)

Tenure Type
CROWN LEASE IN PERPETUITY 1122

Tenure Status
Current

Area Under Title
14 hectares 3600 square metres

Owners
Julalikari Housing Incorporated
13 Maloney Street, Tennant Creek NT 0860

Easements
(none found)

Scheme Name
(none found)

Scheme Body Corporate Name
(none found)

Reserved Name(s)
(none found)

Unit Entitlements
(none found)

Transfers
(none found)

Tenure Comments
(none found)

Historic Titles
CUFT 371 018 (order 1)
CUCL 201 092 (order 1)
Visit the website http://www.nt.gov.au/justice/bdm/land_title_office/

Custodian - Surveyor General (+61 8 8995 5362)

Address
98 PERRY DR, TENNANT CREEK

Survey Plan
S 88/037

Survey Status
Approved

Parcel Status
CURRENT

Parcel Area
14 hectares, 3600 square metres

Map Reference
Code 730 Scale 2500 Sheet 23.33

Parent Parcels
Lot 00294 Town of Tennant Creek plan(s) A 000404
Lot 01142 Town of Tennant Creek plan(s) S 73/028

Parcel Comments
PROP SUB'N FOR JULALIKARI COUNCIL INTO LOTS 2065 AND 2066 VIDE S88/37 SEE S2008/28 2258(A) TO 2297(A) ALLOCATION OF ADMIN PARCELS AT TINKARLI TOWN CAMP LOT 2065 TENNANT CREEK

Survey Comments
(none found)

Proposed Easements
(none found)

Municipality
BARKLY SHIRE

Region
BARKLY

Custodian - Valuer General (+61 8 8943 9193)

Owner's Last Known Address
Department of Housing, PROPERTY RATES OFFICER, GPO BOX 4621, DARWIN NT 0801

Parcels in Valuation
Lot 02065 Town of Tennant Creek

Unimproved Capital Value
$130,000 on 01/07/2015
$132,000 on 01/07/2012
$102,000 on 01/07/2010
$56,000 on 01/07/2004
$66,000 on 01/07/2001
$66,000 on 01/07/1998
$63,000 on 01/07/1995
$63,000 on 01/07/1992
$72,000 on 01/01/1990
$63,000 on 01/01/1987

Valuation Improvements
01/02/1996 House x 15
21/09/1989 Land

Custodian - Property Purchasing (+61 8 8999 6631)

Acquisitions
(none found)

Custodian - Building Advisory Service (+61 8 8999 8965)

Building Control Areas

BBTEN001 - Building Control Area	TENNANT CREEK BUILDING AREA

Building Permits

Application Number:	11 of 12
Description:	Dwelling - Refurbishment of existing house
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	160 square metres
Certification:	Single Dwelling - Tier 2 Builders Declaration - *issued on* 17/05/2013

Application Number:	9 of 12
Description:	DWELLING SITE 17
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	0 square metres
Certification:	Single Dwelling - Full Code - *issued on* 19/09/2002

Visit the website http://www.nt.gov.au/building/

Custodian - Town Planning and Development Assessment Services (+61 8 8999 6046)

Planning Scheme Zone
CL (Community Living)

Interim Development Control Orders
(none found)

Planning Notes
(none found)

Planning Applications

File Number
PA1990/0211

Type
Development

Date Received
26/04/1990

Application Purpose
COMMUNITY FACILITY THIS SITE IS ON STUART HIGHWAY

Application Status
Approved

Other Affected Parcels
(none found)

Instrument Signed
28/05/1990

Instrument Number
DV3822

Instrument Issued
Signed

Instrument Status
Current

File Number
PA1988/0347

Type
Subdivision

Date Received
08/07/1988

Application Purpose
TWO ABORIGINAL LIVING AREAS PLUS ACCESS AREA THIS AREA WAS SUBDIVIDED FROM VCL. PROPOSED LOTS ARE 2066 AND 2065.

Application Status
Approved

Other Affected Parcels
Lot 02066 Town of Tennant Creek

Instrument Signed
28/02/1989

Instrument Number
S01091

Instrument Issued
Signed

Instrument Status
Completed

File Number
PA1988/0141

Type
Planning Scheme Amendment

Date Received
14/03/1988

Application Purpose
FU TO S2

Application Status
Completed

Other Affected Parcels
Lot 02066 Town of Tennant Creek

Instrument Signed

Instrument Number

Instrument Issued
Not Complete

Instrument Status
Completed

Custodian - Power and Water Corporation (1800 245 092)

Meters on Parcel

Power Water - Electricity	15
Power Water - Water	2

For Account balances, contact the Power and Water Corporation.

Custodian - Pool Fencing Unit (+61 8 8924 3641)

Swimming Pool/Spa Status
(none found)

For more information, contact the Pool Fencing Unit (+61 8 8924 3641).

Custodian - Mines and Energy (+61 8 8999 5322)

For information on possible Exploration Licences, contact Mines & Energy or visit the website http://www.nt.gov.au/d/Minerals_Energy/

For information on possible Petroleum Titles, contact Mines & Energy for further details.

Custodian - NT Environment Protection Authority (+61 8 8924 4218)

Results of site contamination assessment
(none found)

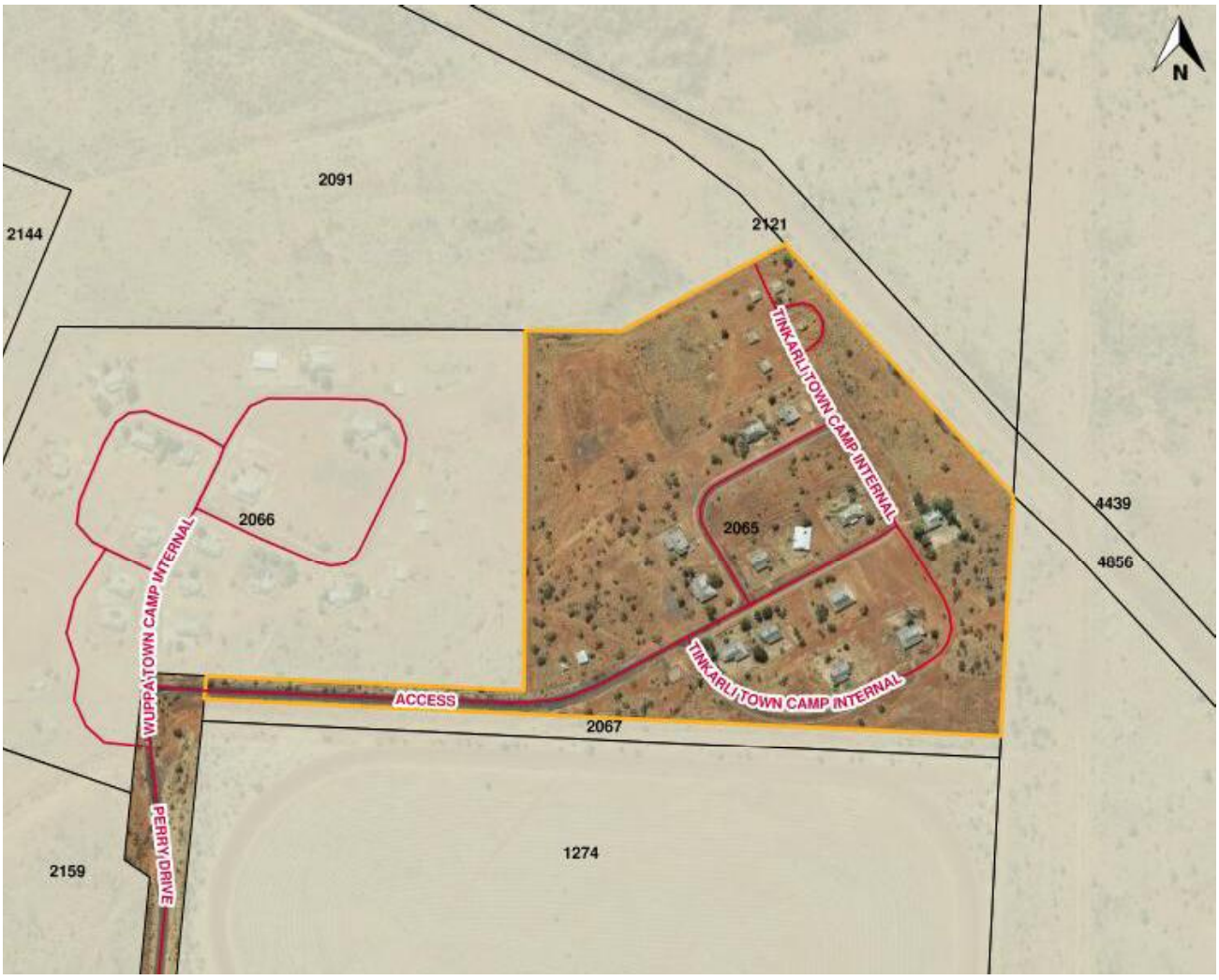
For further information contact Environment Protection Authority or visit the website https://ntepa.nt.gov.au/waste-pollution/contaminated-land

Custodian - Heritage Branch (+61 8 8999 5039)

Heritage Listing:
(none found)

For further information on heritage places contact Heritage Branch or visit the website http://www.dlpe.nt.gov.au/heritage

Other Interests
For Account balances, contact Barkly Shire Council



Wuppa

Form 32

Section 65

Land Title Act
REGISTRAR-GENERAL'S DIRECTIONS

NORTHERN TERRITORY OF AUSTRALIA

U	**L**	**No:**
S	**L**	**No:**

Kara Masters
Executive Assistant

IMPORTANT NOTICE

Please Note Privacy Statement Overleaf

Commissioner of Taxes use only (NOTE 1)

SUBLEASE

The owner of the lease subleases to the tenant the estate and interest in the land described and the tenant accepts this sublease of the land for the term and at the rent stipulated and subject to the covenants and conditions contained below or on the back of this document and acknowledges the amount payable or other consideration for the lease. (NOTES 2 – 3)

ESTATE AND INTEREST

Lease being subleased: Each Lease listed in the right hand column of Item 1, Part A of Schedule 1
Number:

(NOTE 4)

Register	Volume	Folio	Location	Lot Description	Plan	Unit
CT	501	041	Town of Tennant Creek	2051	S86/060	
CT	312	089	Town of Tennant Creek	2055	S86/102B	
CT	639	012	Town of Tennant Creek	1273	S74/062A	
CT	639	014	Town of Tennant Creek	1004	B000314	
CT	371	160	Town of Tennant Creek	2065	S88/37	
CT	311	019	Town of Tennant Creek	2057	S86/102A	
CT	371	161	Town of Tennant Creek	2066	S88/37	
CT	629	846	Town of Tennant Creek	1271	S80/190	

(NOTE 5)

INTEREST BEING SUBLEASED: The whole of the land. (NOTE 6)

MARKET RENT UNDER THE SUB-LEASE: GST AMOUNT (NOTE 7)

OTHER CONSIDERATION (Include Nil or Nominal Rent): $1 GST AMOUNT $0.09

OWNER OF THE LEASE: Julalikari Housing Incorporated (NOTE 8)

TENANT: Chief Executive Officer (Housing), 1 Briggs Street, Darwin NT 0800 (NOTE 9)

TENANCY: Joint Tenants/Tenants in Common (Shareholding) (NOTE 10)

TERM OF SUBLEASE

Commencing:	Expiring:	Right of Renewal:
___/___2008	___/___2028	Yes

(NOTE 11)

Registered on ..... At .....

CONSENTS (NOTE 12)

The Common Seal of Julalikari Housing Incorporated was affixed hereto this 20th day of October 2008 in our presence pursuant to a resolution of the Council passed on the 20th day of October 2008

JULALIKARI HOUSING INCORPORATED COMMON SEAL NT 223

Geoffrey Shannon x Geoffrey Shannon
Council Member: (Full name)

x GINA MAREE SMITH
Council Member: (Full name)

SIGNED by Chief Executive Officer (Housing)
on (Date) 27 OCT 2008
In the presence of:
Kara Maclean
Qualified Witness:
Kara Maclean
Executive Assistant

(NOTE 13)

CONSENT OF INTEREST HOLDERS

Instrument type: .....

Instrument No: .....

Name of Parties: .....

.....

I the registered proprietor of the interest shown above consent to the registration of this instrument.

Signed: .....

(Date): .....
In the presence of:

.....

Name of Qualified Witness: .....

Address or Telephone No.: .....

Instrument type: .....

Instrument No: .....

Name of Parties: .....

.....

I the registered proprietor of the interest shown above consent to the registration of this instrument.

Signed: .....

(Date): .....
In the presence of:

.....

Name of Qualified Witness: .....

Address or Telephone No.: .....

COVENANTS

It is hereby covenanted by and between the owner of lease and the tenant as follows;

☐ To comply with the provisions contained in Memorandum of Common Provisions recorded in the Register as LTO No.
☑ The conditions and covenants implied by Sections 117 & 119 *Law of Property Act* shall not apply. (delete one)
☑ To comply with the provisions annexed to this lease.

PRIVACY STATEMENT – LAND REGISTER FORMS

The Registrar-General's Office is authorised by the *Land Title Act* to collect the information on this form for the establishment and maintenance of the Land Register, which is made available for search by any person, anywhere, including through the Internet, upon payment of a fee. The information is regularly provided to other NT Government agencies, the Australian Valuation Office, local governments, the Australian Bureau of Statistics, the Australian Taxation Office or other Commonwealth Agencies as required or authorised by law, and some private sector organisations for conveyancing, local government, valuation, statistical, administrative and other purposes. The Department of Planning and Infrastructure also uses the information to prepare and sell or licence property sales reports to commercial organisations concerned with the development, sale or marketing of property.

Failure to provide the information in full or in part may prevent your application or transaction being completed.

Your personal information provided on this form can be subsequently accessed by you on request. If you have any queries please contact the Deputy Registrar-General on 8999 5318.

Sublease

Tennant Creek Community Living Areas

Chief Executive Officer (Housing) (**Territory Housing**)

Julalikari Housing Incorporated (**JHI**)

MinterEllison

LAWYERS

LEVEL 4, 66 SMITH STREET, DARWIN NT 0800
TEL: +61 8 8901 5900 FAX: +61 8 8901 5901
www.minterellison.com

Sublease

Details	**4**
1. Defined terms & interpretation	**5**
2. Grant of Sublease	**6**
3. Consent	**6**
4. Assignment	**7**
5. Options	**7**
6. Rates, charges and taxes	**7**
7. Utility charges	**8**
8. Compliance with Headleases	**8**
9. Maintenance and transfer of ownership of Improvements	**8**
10. Services	**8**
11. Construction of Infrastructure and Services	**9**
12. Residential housing purchases	**9**
13. Use of Premises	**9**
14. Quiet enjoyment	**9**
15. Termination	**9**
16. Change of Definition of 'Premises'	**10**
17. Underlease	**11**
18. Dispute resolution	**11**
19. Holding over	**11**
20. Costs of Sublease	**11**
21. Notices and other communications	**12**

22. Goods and Services Tax 12

23. Miscellaneous 13

Schedule 1 - Sublease Particulars 14

Signing page 17

Annexure A: Underlease

Details

Date

2008

Parties

Name	**Chief Executive Officer (Housing)**
Short form name	**Territory Housing**
Notice details	1 Briggs Street, Darwin NT 0800 Facsimile: 08 8999 98488 Attention: General Manager

Name	**Julalikari Housing Incorporated**
Short form name	**JHI**
Notice details	PO Box 158, Tennant Creek , NT 0861 Facsimile: 08 8962 3236 Attention: General Manager

Background

A Pursuant to the Headleases referred to in Part A of Item 1, the NTA granted leases of the Premises to JHI.

B Pursuant to a separate headlease referred to in Part B of Item 1, the NTA granted a lease of certain other land to JCAC.

C JHI wishes to grant a sublease of the Premises to Territory Housing, and Territory Housing wishes to accept the grant of a sublease of the Premises, on the terms of this Sublease.

D Territory Housing wishes to grant a lease of the Underlease Areas to JCAC, and JCAC wishes to accept the grant of a lease of the Underlease Areas, on the terms of the Underlease.

E JHI consents to Territory Housing granting to JCAC an underlease of the Underlease Areas.

F The consent of the Minister administering the *Crown Lands Act* is required pursuant to section 47 of the *Crown Lands Act* in order for JHI to grant to Territory Housing this Sublease.

G The consent of the Minister administering the *Special Purpose Leases Act* is required pursuant to section 6 of the *Special Purpose Leases Act* in order for JHI to grant to Territory Housing this Sublease.

H The consent of the Minister administering the *Associations Act* is required pursuant to section 110 of the *Association Act* in order for JHI to transfer its ownership of the Prescribed Property to Territory Housing.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this Sublease:

Aboriginal has the meaning given in the Act;

Act means the *Aboriginal Land Rights (Northern Territory) Act 1976 (Cth)*;

Authority Certificate has the meaning given to it in the *Northern Territory Aboriginal Sacred Sites Act;*

Business Day means a day that is not a Saturday, Sunday or public holiday in the Northern Territory;

Business Hours means from 9.00am to 5.00pm on a Business Day;

Commencement Date means the date specified in Item 2;

Controlled means the same as in the *Corporations Act 2001 (Cth);*

First Option Period means the period specified in Item 4;

Headlease means each of the leases set out in the middle column of Part A Item 1;

Improvement includes buildings, structures, fixtures, fittings, plant, equipment and material or articles which are erected on or attached to the Premises (including without limitation houses, fences, streetlights, power poles) but does not include Services;

Initial Term means the period specified in Item 3;

JCAC means Julalikari Council Aboriginal Corporation ABN 52 109 391 552 incorporated under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cth)*;

Northern Territory Entity means the Northern Territory of Australia, a statutory authority or government owned corporation of, or entity controlled by, the Northern Territory of Australia, or a body corporate established under an Act of the Northern Territory of Australia;

NTA means the Northern Territory of Australia;

Permitted Use means the uses specified in Item 5;

Premises means, subject to clause 16, the premises described in the right-hand column of Part A of Item 1 and includes the Improvements and Services in and on the Premises;

Remote Public Housing Management Framework means the document prepared by Territory Housing called 'Remote Public Housing Management Framework' as amended or replaced from time to time.

Rent means $1.00 if demanded;

Residential Tenancy Agreement has the meaning given to a 'tenancy agreement' in the *Residential Tenancies Act* (NT), and which relates to all parts of the Premises, excluding all parts of the Underlease Areas and for the avoidance of doubt, include such tenancy agreements that are prescribed by section 19(4) of the *Residential Tenancies Act* (NT),

Sacred Sites has the meaning given in the *Northern Territory Aboriginal Sacred Sites Act;*

Second Option Period means the period specified in Item 4;

Services includes:

(a) all utilities and services on or connected to the Premises including water, gas, electricity, lighting, sanitation, drainage, stormwater, computer services, communication and telecommunication systems, oil and any other source or type of energy and fuel and includes all wires, cables, pipes ducts and conduits, tanks, electrical and mechanical plant and all other ancillary or associated parts and accessories; and

(b) all roads and footpaths on the Premises;

Term means the Initial Term, the First Option Period and the Second Option Period, unless this Sublease is earlier terminated;

Underleases means the two leases granted by Territory Housing to JCAC under clause 176 of the sublease, as attached at Annexure A; and

Underlease Areas means the areas which are underleased to JCAC in the Underleases.

1.2 Interpretation

In this Sublease, unless a contrary intention appears:

(a) a reference to an Item is a reference to an Item in Schedule 1;

(b) a reference to a Schedule is a reference to a Schedule to this Sublease;

(c) words in the singular include the plural and vice versa;

(d) words importing one gender include each of the other genders; and

(e) a reference to a party includes its successors in title.

2. Grant of Sublease

In consideration of the Rent and Territory Housing's covenants, JHI subleases to Territory Housing the Premises for the Permitted Use for the Term.

3. Consent

(a) This Sublease is conditional upon the Minister administering:

(i) the *Crown Lands Act* providing his or her consent pursuant to section 47 of the *Crown Lands Act*;

(ii) the *Special Purposes Leases Act* providing his or her consent pursuant to section 6 of the *Special Purposes Leases Act*; and

(iii) the *Associations Act* providing his or her consent pursuant to section 110 of the *Associations Act*.

(b) The parties agree that:

(i) each party must use its reasonable endeavours to obtain the consents required under clause 3(a); and

(ii) if those consents are not obtained by 31 December 2008, either party may terminate this Sublease by giving written notice to the other party.

4. Assignment

(a) For the purpose of clause 4(b), the Premises includes the premises that is described in the right-hand column of Part B of Item 1.

(b) JHI assigns to Territory Housing of all of its right title and interest in each Residential Tenancy Agreement that is in existence at the commencement of this Sublease, including JHI's rights and powers under each Residential Tenancy Agreement.

(c) JHI agrees to:

(i) provide notice of the assignment referred to in clause 4(b) to every tenant with an existing Residential Tenancy Agreement;

(ii) ensure that the notice requirement under clause 4(c)(i) is provided in accordance with section 182 of the *Law of Property Act*; and

(iii) use its best endeavours to assist Territory Housing to ensure that all existing Residential Tenancy Agreements are replaced by a tenancy agreement that it is consistent with the Remote Public Housing Management Framework.

(d) JHI consents to Territory Housing:

(i) transferring, subletting or assigning this Sublease to a Northern Territory Entity;

(ii) tenanting, subletting or underleasing the Premises or part of the Premises in accordance with the Permitted Use; and

(iii) granting easements, licences, subleases, transfers or rights of access in relation to the Premises as and in the manner requested by Territory Housing from time to time.

(e) Nothing in clause 4(d) shall be taken to mean that JHI provides its consent to Territory Housing in respect of granting licences, subleases, transfers and rights of access in relation to the Premises beyond the Term without the consent of JHI.

5. Options

(a) At the expiry of the Initial Term or the First Option Period (as the case may be), this Sublease will automatically be renewed for the First Option Period or the Second Option Period (as the case may be) unless Territory Housing has, at least three months prior to the expiry of the Initial Term or the First Option Period (as the case may be), given notice to JHI that this Sublease will not be renewed from that date.

(b) During the First Option Period and the Second Option Period, the terms of this Sublease shall remain the same as during the Initial Term.

(c) For the sake of certainty it is acknowledged that Territory Housing does not have any legal right to an extension of this Sublease beyond the expiry of the Second Option Period, however if requested by Territory Housing, JHI agrees to negotiate in good faith to extend this Sublease after that date.

6. Rates, charges and taxes

(a) Territory Housing must pay all rates, charges and taxes in respect of the Premises and any building located upon the Premises.

(b) JHI must promptly forward any notices in respect of rates, charges or taxes in relation to the Premises to Territory Housing.

(c) Nothing in clause 6(a) prevents Territory Housing from recovering rates, charges and taxes from any underlessee or licensee, including JCAC pursuant to the Underlease.

7. Utility charges

(a) Territory Housing must pay for all electricity, water and gas consumed or used by Territory Housing on the Premises.

(b) Nothing in clause 7(a) prevents Territory Housing from passing liability for the consumption of electricity, water or gas to an underlessee or licensee, including JCAC pursuant to the Underlease.

8. Compliance with Headleases

All of JHI's covenants and obligations contained in each Headlease are incorporated and deemed to be incorporated mutatis mutandis into this Sublease as if they were specifically set out in this Sublease, and Territory Housing agrees with JHI in relation to the Premises in and on the same terms conditions and covenants as JHI as lessee has covenanted and agreed with the NTA as lessor.

9. Maintenance and transfer of ownership of Improvements

(a) The parties acknowledge and agree that:

(i) ownership of all Improvements existing on the Premises at the Commencement Date will be transferred to Territory Housing;

(ii) all Improvements constructed on the Premises during the Term are the property of Territory Housing;

(iii) Territory Housing is responsible for repairs and maintenance of Improvements on the Premises during the Term;

(iv) Territory Housing must maintain public housing on the Premises in accordance with the Remote Public Housing Management Framework; and

(v) upon expiration of the Term Territory Housing's interest in the Improvements will be transferred to JHI (and for the sake of certainty this includes Improvements transferred to Territory Housing under clause 9(a)(i), and all Improvements constructed under clause 9(a)(ii)).

(b) JHI warrants that it has not entered into any agreement with a tenant of any dwelling on the Premises which confer on the tenant a right to purchase the dwelling.

10. Services

(a) The parties acknowledge that the Services may be owned by one or more of JHI, Territory Housing, Power and Water Corporation, the Northern Territory of Australia, the Commonwealth of Australia, or other third parties.

(b) JHI agrees it will use its best endeavours to assist Territory Housing to negotiate and secure an agreement with such persons relating to the Services, as each party considers appropriate.

11. Construction of Infrastructure and Services

(a) JHI acknowledges that Territory Housing may construct, demolish, upgrade, extend, refurbish, landscape or do any other act or thing in relation to all Improvements and Services on the Premises, and in relation to the Premises generally.

(b) Prior to carrying out any construction work outside the existing footprint of a house or other structure on the Premises, Territory Housing must:

(i) obtain from the Aboriginal Areas Protection Authority an Authority Certificate in relation to any Sacred Sites on that part of the Premises, including, if there are any Sacred Sites, specific advice as to the footprint of any Sacred Site which must remain undisturbed by any such construction work; and

(ii) inform all of its employees, invitees, agents, contractors, sub-contractors, operators and other persons acting directly or indirectly with the authority of Territory Housing and engaged in any work on the Premises, of the existence of any of Sacred Sites and of the obligation to avoid and prevent any harm or disturbance to them.

12. Residential housing purchases

(a) Territory Housing and JHI will develop guidelines to enable local Aboriginals to acquire a long-term secure tenure in respect of individual houses and related land area (**Home Ownership Area**) located on the Premises.

(b) It is intended that:

(i) the Home Ownership Area will be excised from this Sublease and a new sublease (Long Term Sublease) of the Home Ownership Area be granted directly by JHI to that local Aboriginal; and

(ii) this Sublease will not apply to that Home Ownership Area following the excision.

13. Use of Premises

Territory Housing must:

(a) not use the Premises for any purpose other than the Permitted Use without the written consent of JHI; and

(b) provide public housing on the Premises.

14. Quiet enjoyment

JHI covenants with Territory Housing that Territory Housing may peaceably hold and enjoy the Premises during the Term without any interruption or disturbance from JHI or any person lawfully claiming through or under JHI.

15. Termination

(a) JHI:

(i) acknowledges and agrees that, with the exception of a breach set out in clause 15(b), damages is an adequate remedy for any breach of this Sublease by Territory Housing;

(ii) waives any rights it may have whether under this Sublease, at law, in equity or otherwise, to terminate this Sublease due to a breach of this Sublease by Territory Housing; and

(iii) to the extent that the waiver in clause 15(a)(ii) is not binding, covenants with Territory Housing that, with the exception of a breach set out in clause 15(b), it will not exercise any rights to terminate this Sublease due to a breach of this Sublease by Territory Housing.

(b) The parties agree that:

(i) the obligations on Territory Housing in clause 13 are fundamental terms of this Sublease; and

(ii) clauses 15(a)(ii) and 15(a)(iii) do not apply to a breach by Territory Housing of clause 13.

(c) JHI may not commence any action or do any act to terminate this Sublease for a breach of clause 13 unless:

(i) it provides to Territory Housing written notice detailing the alleged breach; and

(ii) Territory Housing does not remedy the breach within six months of receipt of that notice.

(d) If Crown Lease Term 01142 and Special Purpose Lease 0540 are consolidated to create a new Crown Lease in Perpetuity, the parties must do all things necessary to ensure that the rights granted to Territory Housing under this Sublease continue under the new Crown Lease in Perpetuity.

16. Change of Definition of 'Premises'

(a) If the Special Purpose Lease referred to in Paragraph 8 of Item 1 **(SPL 0540)** terminates after execution of this Sublease but prior to the consents required under clause 3(a) being obtained, then:

(i) Item 1 is amended by deleting the reference to SPL 0540;

(ii) if a Crown Lease in Perpetuity is granted to JHI in respect of the land formerly the subject of SPL 0540, the definition of 'Premises' is amended by inserting that new Crown Lease in Perpetuity into Item 1; and

(iii) if SPL 0540 and Crown Lease Term 01142 **(CLT 01142)** are both terminated, and a single Crown Lease in Perpetuity is granted to JHI in respect of the land formerly the subject of SPL 0540 and CLT 01142, the definition of 'Premises' is amended by inserting that new Crown Lease in Perpetuity into Item 1.

(b) Without limiting clause 23(b), if any of the Headleases, or the headlease set out in the middle column of Part B Item 1, terminates during the Term, then:

(i) Item 1 is amended by deleting the reference to that Headlease;

(ii) that part of the Premises relating to that Headlease is excised from the Premises;

(iii) that excision has no effect on the remaining parts of the Premises;

(iv) the parties must do all things necessary, including varying this Sublease and signing any other documents, to reflect that this Sublease continues in respect of the remaining parts of the Premises; and

(v) if a new Crown Lease in Perpetuity is granted to JHI in respect of the land formerly the subject of that Headlease, the definition of 'Premises' is amended by inserting that new Crown Lease in Perpetuity into Item 1.

17. Underlease

(a) This Sublease is conditional upon Territory Housing and JCAC executing the Underleases as required under clause 16(b) of the sublease between Territory Housing and JCAC.

(b) JHI consents to Territory Housing granting to JCAC an underlease of the Underlease Areas.

18. Dispute resolution

(a) The parties agree that a dispute arising under this Sublease will be dealt with as follows:

(i) the party claiming that there is a dispute will give the other party a notice setting out the nature of the dispute;

(ii) within 7 Business Days after receipt of that notice each party will seek to negotiate a resolution, with the representatives of each party being the people with day-to-day responsibility of the relevant issue;

(iii) failing settlement within 14 Business Days, CEO of Territory Housing and the General Manager of JHI will try to settle the dispute by direct negotiation between them;

(iv) failing settlement within a further 14 Business Days, the parties may agree to refer the dispute to mediation;

(v) the parties will cooperate fully with any process instigated under this clause in order to achieve a speedy resolution; and

(vi) if a resolution is not reached through mediation within a further 28 Business Days, either party may commence legal proceedings or exercise any other rights it may have under or in respect of this Sublease.

(b) Each party will bear its own costs of complying with this clause 18, and the parties must bear equally the cost of any third person engaged under clause 18(a)(iv).

(c) This clause 18 does not apply to legal proceedings by either party seeking urgent interlocutory relief.

19. Holding over

Where Territory Housing continues in occupation of the Premises after the expiration of the Term without any demand for possession having been made by JHI, Territory Housing is deemed to be holding the Premises under a yearly tenancy determinable at any time upon six month's notice (which notice may expire at any time) being given by either party to the other, at the same Rent and upon and subject to the same terms as are contained in this Sublease so far as they can be applied to a yearly tenancy.

20. Costs of Sublease

(a) Each party must each bear their own costs of and incidental to the negotiation, settlement, preparation and execution of this Sublease.

(b) Territory Housing will pay any costs associated with stamp duty, registration, planning approval and all other necessary consents and survey in respect of or in connection with this Sublease.

21. Notices and other communications

21.1 Service of notices

A notice, demand, consent, approval or communication under this agreement (**Notice**) must be:

(a) in writing, in English and signed by a person duly authorised by the sender; and

(b) hand delivered or sent by prepaid post or facsimile to the recipient's address for Notices specified in the Details, as varied by any Notice given by the recipient to the sender.

21.2 Effective on receipt

A Notice given in accordance with clause 21.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

(a) if hand delivered, on delivery;

(b) if sent by prepaid post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia);

(c) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the entire Notice unless, within eight Business Hours after the transmission, the recipient informs the sender that it has not received the entire Notice,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

22. Goods and Services Tax

(a) For the purposes of this clause:

(i) GST Act means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and

(ii) adjustment event, adjustment note, GST, input tax credit and taxable supply have the meanings given to those terms in the GST Act.

(b) Unless otherwise stated, all amounts payable by one party to the other party under this Sublease are exclusive of GST.

(c) A recipient of a taxable supply made under this Sublease must pay to the supplier an amount equivalent to any GST paid or payable by the supplier in respect of the taxable supply, subject to the supplier issuing a valid tax invoice in accordance with the GST Act to the recipient.

(d) A party's obligation to reimburse the other party for an amount paid or payable to a third party includes GST on the amount paid or payable to the third party, except to the extent that the party being reimbursed is entitled to claim an input tax credit for that GST.

(e) Each party must issue an adjustment note to the other party as soon as it becomes aware of an adjustment event relating to a taxable supply by it under this Sublease.

23. Miscellaneous

(a) This Sublease may be executed by the parties in any number of counterparts and all counterparts taken together will constitute one instrument.

(b) Any term of this Sublease which is not applicable to the Premises or which is repugnant to the general interpretation of this Sublease or which is invalid unlawful void or unenforceable shall be capable of severance without affecting any of the other terms of this Sublease.

(c) If this Sublease is unable to be registered for any reason, if necessary, the parties must do all things including signing new documents, subleases and underleases to enable a sublease to be registered over the Premises. This includes, if necessary, splitting the various areas contained in this Sublease into separate subleases and underleases.

(d) JHI consents to Territory Housing completing or amending any Land Title Office panel form which may be required to register this Sublease, or any amendment to this Sublease contemplated in this Sublease, from time to time. JHI agrees to sign such documents as may be necessary to achieve this.

(e) This Sublease shall not create any relationship between JHI and Territory Housing other than the relationship of sublessor and sublessee.

Schedule 1 - Sublease Particulars

1.	**Premises**	Headlease	Premises
		Part A	
		1. Crown Lease in Perpetuity 01103	1. Lot 2051 Town of Tennant Creek from plan S 86/060 (Kargaru)
		2. Crown Lease in Perpetuity 01114	2. Lot 2055 Town of Tennant Creek from plan S 86/102B (Marla Marla)
		3. Crown Lease in Perpetuity 01191	3. Lot 1273 Town of Tennant Creek from plan S 74/062A (Munji-Marla)
		4. Crown Lease in Perpetuity 01192	4. Lot 1004 Town of Tennant Creek from plan B 000314 (The Village)
		5. Crown Lease in Perpetuity 01122	5. Lot 2065 Town of Tennant Creek from plan S 88/37 (Tinkarli)
		6. Crown Lease in Perpetuity 01113	6. Lot 2057 Town of Tennant Creek from plan S 86/102A (Village Camp)
		7. Crown Lease in Perpetuity 01123	7. Lot 2066 Town of Tennant Creek from plan S 88/37 (Wuppa)
		8. Special Purpose Lease 0540	8. Lot 1271 Town of Tennant Creek from plan S 80/190 (Ngalpa Ngalpa)
		* The Headlease and Premises with corresponding numbers are the same parcel of land.	
		Part B	
		9. Crown Lease Term 01142	9. Lot 2125 Town of Tennant Creek from plan S96/271
2.	**Commencement Date**	The day on which both Ministers provide their consent under clause 3 (a)(i) and (ii) of this Sublease.	
3.	**Term of Sublease**	20 years commencing on the Commencement Date	
4.	**Option Periods**	First Option Period is 20 years Second Option Period is 20 years.	

5.	**Permitted Use**	Territory Housing must only use, and permit the use of, the Premises for any use consistent with the purpose of the Headlease.

Signing page

EXECUTED as an agreement.

Signed by **Chief Executive Officer (Housing)** in the presence of

Kara Maclean.

Signature of witness

Kara Maclean
Executive Assistant

Name of witness (print)

Signature of Chief Executive Officer (Housing)

D.J. Ritchie
Chief Executive

Name of Chief Executive Officer (Housing) (print)

The Common Seal of **Julalikari Housing Incorporated** was affixed hereto this 20 day of October 2008 in our presence pursuant to a resolution of the Council passed on the 20 day of ~~20th~~ October 2008

JULALIKARI HOUSING INCORPORATED
COMMON SEAL

Geoffrey Shannon

Council Member Geoffrey Shannon

Name of Council Member

Council Member

GINA MAREE SMITH

Name of Council Member

Annexure A

Underlease

Form 32

Section 65

Land Title Act
REGISTRAR-GENERAL'S DIRECTIONS

NORTHERN TERRITORY OF AUSTRALIA

U	**L**	**No:**
S	**L**	**No:**

IMPORTANT NOTICE

Please Note Privacy Statement Overleaf

Commissioner of Taxes use only (NOTE 1)

SUBLEASE

The owner of the lease subleases to the tenant the estate and interest in the land described and the tenant accepts this sublease of the land for the term and at the rent stipulated and subject to the covenants and conditions contained below or on the back of this document and acknowledges the amount payable or other consideration for the lease. (NOTES 2 – 3)

ESTATE AND INTEREST

Lease being subleased: Number: Each Lease listed in the right hand column of Item 1 of Schedule 1, except Special Purpose Lease 0540, Lot 1271 Town of Tenant Creek from plan S80/190, Crown Lease in Perpetuity Term 1114, Lot 1273 Town of Tennant Creek from Plan S74/062A and Crown Lease in Perpetuity Term 1192, Lot 1004 Town of Tennant Creek from Plan B000314.. (NOTE 4)

Register	Volume	Folio	Location	Lot Description	Plan	Unit
CT	501	041	Town of Tennant Creek	2051	S86/060	
CT	312	089	Town of Tennant Creek	2055	S86/102B	
CT	371	160	Town of Tennant Creek	2065	S88/37	
CT	371	161	Town of Tennant Creek	2066	S88/37	
CT	728	827	Town of Tennant Creek	2125	S96/271	
CT	311	019	Town of Tennant Creek	2057	S 86/102A	

(NOTE 5)

INTEREST BEING SUBLEASED: Part of the Lots being Administrative Lot Numbers: 2267(A), 2275(A), 2283(A), 2303 (A), 2630 (A), 2414 (A), 2417 (A), 2249(A), 2209 (A), 2418(A), 2191 (A) and 2227(A) as shaded in red on the plan attached at Annexure A. (NOTE 6)

MARKET RENT UNDER THE SUB-LEASE		GST AMOUNT	(NOTE 7)
OTHER CONSIDERATION (Include Nil or Nominal Rent)	$1	GST AMOUNT $0.09	

OWNER OF THE LEASE: Chief Executive Officer (Housing) (NOTE 8)

TENANT: Julalikari Council Aboriginal Corporation, PO Box 158, Tennant Creek NT 0861 (NOTE 9)

TENANCY: Joint Tenants/Tenants in Common (Shareholding) (NOTE 10)

TERM OF SUBLEASE

Commencing:	Expiring:	Right of Renewal:
___/___/2008	___/___/2018	No

(NOTE 11)

Registered on ..... At .....

CONSENTS

(NOTE 12)

The Common Seal of Julalikari Council Aboriginal Corporation was affixed hereto this day of October 2008 in our presence pursuant to a resolution of the Council passed on the day of 2008

.....
Council Member: (Full name)

.....
Council Member: (Full name)

.....
SIGNED by Chief Executive Officer (Housing)

on (Date) .....

In the presence of:

.....
Qualified Witness:

.....

.....

(NOTE 13)

CONSENT OF INTEREST HOLDERS

Instrument type: .....

Instrument No: .....

Name of Parties: .....

.....
I the registered proprietor of the interest shown above consent to the registration of this instrument.

Signed: .....

(Date): .....
In the presence of:

.....

Name of Qualified Witness: .....

Address or Telephone No.: .....

Instrument type: .....

Instrument No: .....

Name of Parties: .....

.....
I the registered proprietor of the interest shown above consent to the registration of this instrument.

Signed: .....

(Date): .....
In the presence of:

.....

Name of Qualified Witness: .....

Address or Telephone No.: .....

COVENANTS

It is hereby covenanted by and between the owner of lease and the tenant as follows;

☐ To comply with the provisions contained in Memorandum of Common Provisions recorded in the Register as LTO No.

☑ The conditions and covenants implied by Sections 117 & 119 *Law of Property Act* shall not apply. (delete one)

☑ To comply with the provisions annexed to this lease.

PRIVACY STATEMENT – LAND REGISTER FORMS

The Registrar-General's Office is authorised by the *Land Title Act* to collect the information on this form for the establishment and maintenance of the Land Register, which is made available for search by any person, anywhere, including through the Internet, upon payment of a fee. The information is regularly provided to other NT Government agencies, the Australian Valuation Office, local governments, the Australian Bureau of Statistics, the Australian Taxation Office or other Commonwealth Agencies as required or authorised by law, and some private sector organisations for conveyancing, local government, valuation, statistical, administrative and other purposes. The Department of Planning and Infrastructure also uses the information to prepare and sell or licence property sales reports to commercial organisations concerned with the development, sale or marketing of property.

Failure to provide the information in full or in part may prevent your application or transaction being completed.

Your personal information provided on this form can be subsequently accessed by you on request. If you have any queries please contact the Deputy Registrar-General on 8999 5318.

CL Underlease

Tennant Creek Community Living Areas

Chief Executive Officer (Housing) (**Territory Housing**)

Julalikari Council Aboriginal Corporation (**JCAC**)

MinterEllison

LAWYERS

LEVEL 4, 66 SMITH STREET, DARWIN NT 0800
TEL: +61 8 8901 5900 FAX: +61 8 8901 5901
www.minterellison.com

Underlease

Details		3
1.	Defined terms & interpretation	4
2.	Grant of Underlease	5
3.	Conditions	5
4.	Renewal	5
5.	Rates, charges and taxes	6
6.	Utility charges	6
7.	Compliance with Headleases	6
8.	Repairs and maintenance	6
9.	Use of CL Underlease Area	7
10.	Quiet enjoyment	7
11.	Breach	7
12.	Termination	7
13.	Change of Definition of 'Premises' and 'CL Underlease Areas'	8
14.	Dispute resolution	8
15.	Holding over	9
16.	Costs of CL Underlease	9
17.	Notices and other communications	9
18.	Goods and Services Tax	10
19.	Miscellaneous	10
Schedule 1 - CL Underlease Particulars		11
Signing page		12
Annexure A: Map of Underlease Areas		

Details

Date

2008

Parties

Name	**Chief Executive Officer (Housing)**
Short form name	**Territory Housing**
Notice details	1 Briggs Street, Darwin NT 0800 Facsimile: 08 8999 98488 Attention: General Manager

Name	**Julalikari Council Aboriginal Corporation**
Short form name	**JCAC**
Notice details	PO Box 158, Tennant Creek , NT 0861 Facsimile: 08 8962 3236 Attention: General Manager

Background

A Pursuant to the Headleases, the NTA granted leases of the part of the Premises to JHI, and part of the Premises to JCAC.

B JHI and JCAC each has granted, or will grant, a sublease of those parts of the Premises in relation to which they are lessee, to Territory Housing.

C Territory Housing wishes to grant an underlease of the CL Underlease Area to JCAC, and JCAC wishes to accept the grant of an underlease of the CL Underlease Area, on the terms of this CL Underlease.

D JHI consents, under clause 17 of its Sublease with Territory Housing, to Territory Housing granting to JCAC an underlease of those parts of the Premises in relation to which JHI is the lessee.

E Territory Housing also wishes to grant an underlease of the SPL Underlease Area to JCAC, and the parties have entered into, or will enter into, a separate underlease (**SPL Underlease**) in relation to the SPL Underlease Area.

F The consent of the Minister administering the *Crown Lands Act* is required pursuant to section 47 of the *Crown Lands Act* in order for Territory Housing to grant to JCAC this CL Underlease.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this Underlease:

Aboriginal has the meaning given in the Act;

Act means the *Aboriginal Land Rights (Northern Territory) Act 1976 (Cth)*;

Business Day means a day that is not a Saturday, Sunday or public holiday in the Northern Territory;

Business Hours means from 9.00am to 5.00pm on a Business Day;

CL Underlease means this underlease;

CL Underlease Area means, subject to clause 13, the areas shaded in red in the plans in Annexure A and labelled with the following Administrative Lot Numbers: 2418(A), 2191(A), 2303(A), 2267(A), 2275(A), 2283(A), 2209(A) 2417(A), 2414(A), 2630 (A), 2249(A) and 2227(A), and includes the Improvements and Services on the CL Underlease Area;

Commencement Date means the date specified in Item 2;

Headlease means each of the leases set out in the middle column of Item 1;

Improvement includes buildings, structures, fixtures, fittings, plant, equipment and material or articles which are erected on or attached to the CL Underlease Area (including without limitation houses, fences, streetlights, power poles) but does not include Services;

Initial Term means the period specified in Item 3;

JCAC means Julalikari Council Aboriginal Corporation ABN 52 109 391 552 incorporated under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cth)*;

NTA means the Northern Territory of Australia;

Option Period means that period specified in Item 4;

Permitted Use means the uses specified in Item 5;

Premises means the premises described in the right-hand column of Item 1 and includes the Improvements and Services on the Premises;

Rent means $1.00 if demanded;

Services includes:

(a) all utilities and services on or connected to the Premises including water, gas, electricity, lighting, sanitation, drainage, stormwater, computer services, communication and telecommunication systems, oil and any other source or type of energy and fuel and includes all wires, cables, pipes ducts and conduits, tanks, electrical and mechanical plant and all other ancillary or associated parts and accessories; and

(b) all roads and footpaths on the Premises;

SPL Underlease means the underlease referred to in Recital E;

Sublease means the sublease granted to by JHI to Territory Housing, and the sublease granted by JCAC to Territory Housing; and

Term means the Initial Term, the First Option Period and the Second Option Period, unless this Underlease is terminated earlier.

1.2 Interpretation

In this Underlease, unless a contrary intention appears:

(a) a reference to an Item is a reference to an Item in Schedule 1;

(b) a reference to a Schedule is a reference to a Schedule to this Underlease;

(c) words in the singular include the plural and vice versa;

(d) words importing one gender include each of the other genders; and

(e) a reference to a party includes its successors in title.

2. Grant of Underlease

In consideration of the Rent and JCAC's covenants, Territory Housing underleases to JCAC the CL Underlease Area for the Permitted Use for the Term.

3. Conditions

3.1 Pre-conditions

(a) This CL Underlease is conditional upon:

(i) JHI, JCAC and Territory Housing entering into the Subleases;

(ii) JCAC and Territory Housing entering into the SPL Underlease;

(iii) the Minister administering the *Crown Lands Act* providing his or her consent pursuant to section 47 of the *Crown Lands Act* in relation to the Subleases and this CL Underlease; and

(iv) the Minister administering the *Special Purpose Lease Act* providing his or her consent pursuant to section 6 of the *Special Purposes Leases Act* in relation to the Subleases and the SPL Underlease,

and the parties must execute this CL Underlease at the same time as the Subleases and the SPL Underlease are executed.

(b) The parties agree that:

(i) each party must use its reasonable endeavours to obtain the consents required under clause 3.1(a); and

(ii) if those consents are not obtained by 31 December 2008, either party may terminate this Sublease by giving written notice to the other party.

3.2 No assignment

JCAC must not assign or transfer, sublet, part with or share the possession of, grant any licence affecting, mortgage, encumber, charge or otherwise deal with or dispose of this CL Underlease or the CL Underlease Area.

4. Renewal

(a) Following execution of this CL Underlease, either party may cause to be lodged a plan of survey in respect of the CL Underlease Area, in accordance with section 49 of the *Licensed Surveyors Act*.

(b) Territory Housing is responsible for the cost of preparing and lodging the plan of survey.

(c) Conditional upon the plan of subdivision being approved by the Surveyor-General, either party may, by written notice to the other party at any time prior to six months before the end of the Initial Term, renew this CL Underlease for the Option Period.

(d) During the Option Period, the terms of this Underlease shall remain the same as during the Initial Term, except that this clause will be deleted.

(e) If anything in this clause 4 causes a party to breach section 61 of the *Planning Act*, then:

(i) this clause 4 (with the exception of the remainder of this clause 4(e)) is severed from this CL Underlease;

(ii) neither party will have an option to renew this CL Underlease; and

(iii) each party must, at the request of the other party, negotiate in good faith whether to renew this CL Underlease.

5. Rates, charges and taxes

JCAC must pay all rates, charges and taxes in respect of the CL Underlease Area and any building located upon the CL Underlease Area.

6. Utility charges

JCAC must pay for all electricity, water and gas consumed or used on the CL Underlease Area.

7. Compliance with Headleases

All of JHI's and JCAC's covenants and obligations contained in each Headlease and Sublease are incorporated and deemed to be incorporated into this CL Underlease as if they were specifically set out in this CL Underlease, and JCAC agrees with Territory Housing in relation to the CL Underlease Area in and on the same terms conditions and covenants as JHI and JCAC (each as lessee) has covenanted and agreed with the NTA (as lessor).

8. Repairs and maintenance

(a) JCAC is responsible for repairing and maintaining the CL Underlease Area during the Term and must ensure that the CL Underlease Area (including Improvements and all outside and open areas) are kept:

(i) clean;

(ii) neat and tidy in appearance;

(iii) in a state of reasonable repair; and

(iv) clear of graffiti and litter.

(b) Territory Housing and any person authorised by Territory Housing may at all reasonable times enter the CL Underlease Area and view its condition and state of repair, and if Territory Housing considers that there is any defect or damage which the JCAC is obliged to repair, Territory Housing may notify JCAC of the defect or damage and require JCAC to repair it within a reasonable time.

(c) If JCAC does not fulfil its obligations under clause 8(a) or (b), Territory Housing may (without any obligation to do so) undertake such repairs and maintenance and recover the cost of doing so from JCAC.

(d) Territory Housing may on reasonable notice enter onto the CL Underlease Area, to construct, demolish, upgrade, extend, refurbish, or do any other act or thing in relation to all Improvements and Services on the Premises, and in relation to the Premises generally.

(e) Territory Housing will not exercise its right under clause 8(d):

(i) unless it considers it reasonable for the purposes of ensuring:

(A) that nothing in or on the CL Underlease Area infringes, or otherwise adversely impacts on its occupation of the Premises;

(B) the CL Underlease Area is maintained in manner and up to a standards that is appropriate for the Permitted Use that relate to that particular CL Underlease Area; and

(C) the safety of any person;

(f) For the purposes of Territory Housing exercising its right under clause 8(d), in relation to the CL Underlease Areas that are marked 'C' (ceremonial and traditional Aboriginal purposes), and without limiting Territory Housing's right of entry under that clause, Territory Housing agrees to observe JCAC's reasonable requirements that assist Territory Housing to demonstrate respect for aboriginal cultural practices and beliefs, except in the case of emergency.

9. Use of CL Underlease Area

JCAC must not use the CL Underlease Area for any purpose other than the Permitted Use without the written consent of Territory Housing.

10. Quiet enjoyment

Territory Housing covenants with JCAC that JCAC may peaceably hold and enjoy the CL Underlease Area during the Term without any interruption or disturbance from Territory Housing or any person lawfully claiming through or under Territory Housing.

11. Breach

If:

(a) JCAC breaches any of its obligations under the SPL Underlease; and

(b) an equivalent obligation is imposed on JCAC under this CL Underlease,

then JCAC is deemed to have breached that equivalent obligation under this CL Underlease.

12. Termination

(a) If JCAC breaches any of its obligations under this CL Underlease, Territory Housing may terminate this CL Underlease in respect of the whole or a part of the CL Underlease Area if:

(i) it provides JCAC with written notice detailing the alleged breach; and

(ii) JCAC does not remedy the breach within 30 days of receipt of that notice.

(b) If Territory Housing elects to terminate this CL Underlease in respect of a part of the CL Underlease Area, the parties must do all things necessary, including varying this CL Underlease and signing any other documents, to excise that part of the CL Underlease Area and to reflect that this CL Underlease continues in respect of the remaining parts of the CL Underlease Area.

(c) If the SPL Underlease terminates for any reason, this CL Underlease automatically terminates on the same day.

(d) If Crown Lease Term 01142 and Special Purpose Lease 0540 are consolidated to create a new Crown Lease in Perpetuity, the parties must do all things necessary to ensure that the rights granted to JCAC under this CL Underlease in relation to Crown Lease Term 01142 continue under the new Crown Lease in Perpetuity.

13. Change of Definition of 'Premises' and 'CL Underlease Areas'

(a) If the Special Purpose Lease referred to in Paragraph 8 of Item 1 (**SPL 0540**) terminates after execution of this Sublease but prior to the consents required under clause 3.1(a) of this CL Underlease being obtained, then:

(i) Item 1 is amended by deleting the reference to SPL 0540;

(ii) if a Crown Lease in Perpetuity is granted to JHI in respect of the land formerly the subject of SPL 0540, the definition of 'Premises' is amended by inserting that new Crown Lease in Perpetuity into Item 1;

(iii) if SPL 0540 and Crown Lease Term 01142 (**CLT 01142**) are both terminated, and a single Crown Lease in Perpetuity is granted to JHI in respect of the land formerly the subject of SPL 0540 and CLT 01142, the definition of 'Premises' is amended by inserting that new Crown Lease in Perpetuity into Item 1; and

(iv) the CL Underlease Area will include the areas shaded in red in the plans that are labelled with Administrative Lot Numbers 2166(A) and 2183(A).

(b) Without limiting clause 19(b), if any of the Headleases terminates during the Term, then:

(i) Item 1 is amended by deleting the reference to that Headlease;

(ii) that part of the CL Underlease Area relating to that Headlease is excised from the CL Underlease Area;

(iii) that excision has no effect on the remaining parts of the CL Underlease Area;

(iv) the parties must do all things necessary, including varying this CL Underlease and signing any other documents, to reflect that this CL Underlease continues in respect of the remaining parts of the CL Underlease Area; and

(v) if a new Crown Lease in Perpetuity is granted to JHI in respect of the land formerly the subject of that Headlease, the definition of 'Premises' is amended by inserting that new Crown Lease in Perpetuity into Item 1.

14. Dispute resolution

(a) The parties agree that a dispute arising under this CL Underlease will be dealt with as follows:

(i) the party claiming that there is a dispute will give the other party a notice setting out the nature of the dispute;

(ii) within 7 Business Days after receipt of that notice each party will seek to negotiate a resolution, with the representatives of each party being the people with day-to-day responsibility of the relevant issue;

(iii) failing settlement within 14 Business Days, CEO of Territory Housing and the General Manager of JCAC will try to settle the dispute by direct negotiation between them;

(iv) failing settlement within a further 14 Business Days, the parties may agree to refer the dispute to mediation;

(v) the parties will cooperate fully with any process instigated under this clause in order to achieve a speedy resolution; and

(vi) if a resolution is not reached through mediation within a further 28 Business Days, either party may commence legal proceedings or exercise any other rights it may have under or in respect of this CL Underlease.

(b) Each party will bear its own costs of complying with this clause14, and the parties must bear equally the cost of any third person engaged under clause 14(a)(iv).

(c) This clause 14 does not apply to legal proceedings by either party seeking urgent interlocutory relief.

15. Holding over

Where JCAC continues in occupation of the CL Underlease Area after the expiration of the Term without any demand for possession having been made by Territory Housing, JCAC is deemed to be holding the CL Underlease Area under a monthly tenancy determinable at any time upon 30 day's notice (which notice may expire at any time) being given by either party to the other, at the same Rent and upon and subject to the same terms as are contained in this CL Underlease so far as they can be applied to a monthly tenancy.

16. Costs of CL Underlease

(a) Each party must each bear their own costs of and incidental to the negotiation, settlement, preparation and execution of this CL Underlease.

(b) Territory Housing will pay any costs associated with stamp duty, registration, planning approval and all other necessary consents and survey in respect of or in connection with this CL Underlease.

17. Notices and other communications

17.1 Service of notices

A notice, demand, consent, approval or communication under this CL Underlease (**Notice**) must be:

(a) in writing, in English and signed by a person duly authorised by the sender; and

(b) hand delivered or sent by prepaid post or facsimile to the recipient's address for Notices specified in the Details, as varied by any Notice given by the recipient to the sender.

17.2 Effective on receipt

A Notice given in accordance with clause 17.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

(a) if hand delivered, on delivery;

(b) if sent by prepaid post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia);

(c) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the entire Notice unless, within eight Business Hours after the transmission, the recipient informs the sender that it has not received the entire Notice,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

18. Goods and Services Tax

(a) For the purposes of this clause:

(i) GST Act means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and

(ii) adjustment event, adjustment note, GST, input tax credit and taxable supply have the meanings given to those terms in the GST Act.

(b) Unless otherwise stated, all amounts payable by one party to the other party under this CL Underlease are exclusive of GST.

(c) A recipient of a taxable supply made under this CL Underlease must pay to the supplier an amount equivalent to any GST paid or payable by the supplier in respect of the taxable supply, subject to the supplier issuing a valid tax invoice in accordance with the GST Act to the recipient.

(d) A party's obligation to reimburse the other party for an amount paid or payable to a third party includes GST on the amount paid or payable to the third party, except to the extent that the party being reimbursed is entitled to claim an input tax credit for that GST.

(e) Each party must issue an adjustment note to the other party as soon as it becomes aware of an adjustment event relating to a taxable supply by it under this CL Underlease.

19. Miscellaneous

(a) This CL Underlease may be executed by the parties in any number of counterparts and all counterparts taken together will constitute one instrument.

(b) Any term of this CL Underlease which is not applicable to the CL Underlease Area or which is repugnant to the general interpretation of this CL Underlease or which is invalid unlawful void or unenforceable shall be capable of severance without affecting any of the other terms of this CL Underlease.

(c) JCAC consents to Territory Housing completing or amending any Land Title Office panel form which may be required to register this CL Underlease, or any amendment to this CL Underlease contemplated in this CL Underlease, from time to time. JCAC agrees to sign such documents as may be necessary to achieve this.

(d) This CL Underlease shall not create any relationship between JCAC and Territory Housing other than the relationship of underlessor and underlessee.

Schedule 1 - CL Underlease Particulars

1.	**Premises**	Headlease	Premises
		1. Crown Lease in Perpetuity 01103	1. Lot 2051 Town of Tennant Creek from plan S 86/060 (Kargaru)
		2. Crown Lease in Perpetuity 01114	2. Lot 2055 Town of Tennant Creek from plan S 86/102B (Marla Marla)
		3. Crown Lease in Perpetuity 01191	3. Lot 1273 Town of Tennant Creek from plan S 74/062A (Munji-Marla)
		4. Crown Lease in Perpetuity 01192	4. Lot 1004 Town of Tennant Creek from plan B 000314 (The Village)
		5. Crown Lease in Perpetuity 01122	5. Lot 2065 Town of Tennant Creek from plan S 88/37 (Tinkarli)
		6. Crown Lease in Perpetuity 01113	6. Lot 2057 Town of Tennant Creek from plan S 86/102A (Village Camp)
		7. Crown Lease in Perpetuity 01123	7. Lot 2066 Town of Tennant Creek from plan S 88/37 (Wuppa)
		8. Special Purpose Lease 0540	8. Lot 1271 Town of Tennant Creek from plan S 80/190 (Ngalpa Ngalpa)
		9. Crown Lease Term 01142	9. Lot 2125 Town of Tennant Creek from plan S96/271
		* The Headlease and Premises with corresponding numbers are the same parcel of land.	
2.	**Commencement Date**	The day on which the Minister provides his or her consent under clause 3.1(a) of this CL Underlease	
3.	**Term of Underlease**	10 years commencing on the Commencement Date	
4.	**Option Periods**	The balance of the period of the Sublease, including any option periods under the Sublease	
5.	**Permitted Use**	For those areas on the plan marked A, community buildings and spaces. For those areas on the plan marked B, child care centres. For those areas on the plan marked C, ceremonial and traditional Aboriginal purposes.	

Signing page

EXECUTED as an agreement.

Signed by **Chief Executive Officer (Housing)** in the presence of

Signature of witness ←

Name of witness (print)

Signature of Chief Executive Officer (Housing) ←

Name of Chief Executive Officer (Housing) (print)

The Common Seal of **Julalikari Council Aboriginal Corporation** was affixed hereto this day of October 2008 in our presence pursuant to a resolution of the Council passed on the day of 2008:

Council Member ←

Name of Council Member

Council Member ←

Name of Council Member

Annexure A

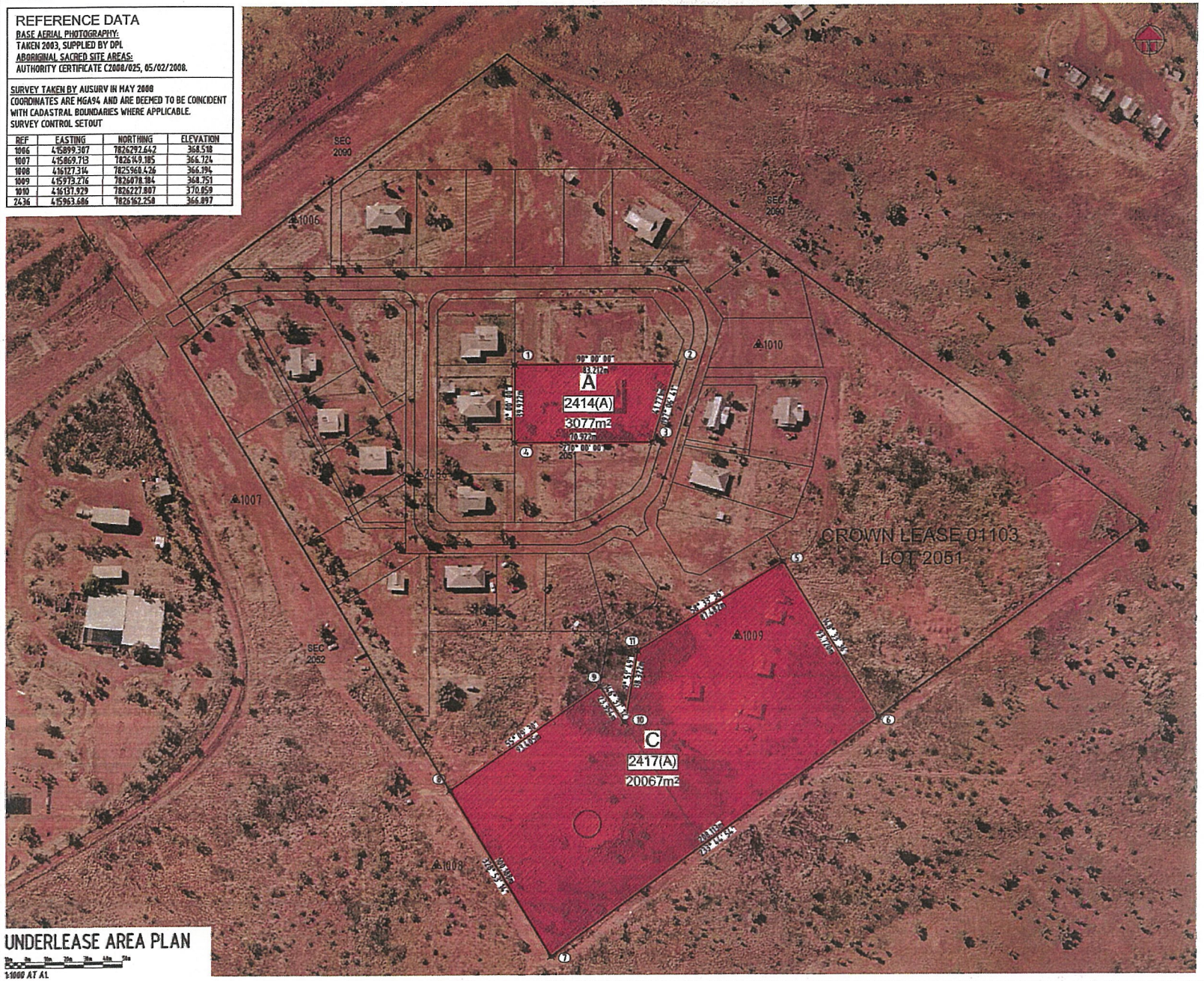
Map of CL Underlease Area

REFERENCE DATA

BASE AERIAL PHOTOGRAPHY:
TAKEN 2003, SUPPLIED BY DPI.
ABORIGINAL SACRED SITE AREAS:
AUTHORITY CERTIFICATE C2008/025, 05/02/2008.

SURVEY TAKEN BY AUSURV IN MAY 2008
COORDINATES ARE MGA94 AND ARE DEEMED TO BE COINCIDENT WITH CADASTRAL BOUNDARIES WHERE APPLICABLE.
SURVEY CONTROL SETOUT

REF	EASTING	NORTHING	ELEVATION
1006	415899.307	7826292.642	368.518
1007	415869.713	7826149.185	366.724
1008	416127.314	7825960.426	366.194
1009	415973.276	7826078.184	368.751
1010	416137.929	7826227.807	370.859
2436	415963.686	7826162.258	366.897



SETTING OUT TABLE

POINT	EASTING	NORTHING
1	416012.5885	7826217.8511
2	416095.8885	7826217.8511
3	416083.5101	7826177.9288
4	416012.5885	7826177.9288
5	416150.6634	7826116.2117
6	416199.5482	7826036.2515
7	416031.7198	7825913.1871
8	415979.9501	7825998.9634
9	416056.6109	7826052.3266
10	416069.4601	7826033.8677
11	416076.0248	7826070.5804

UNDERLEASE AREA PLAN

1:1000 AT A1

No.	DESCRIPTION	DATE	INT.
A	ISSUE FOR ADMINISTRATIVE APPROVAL	09.10.2008	JTL

AMENDMENTS

OPUS QANTEC McWILLIAM
A.B.N. 79 008 342 055
Level 1, 69 Smith Street
Darwin NT 0801
GPO Box 4083 Darwin NT 0801
Telephone: (08) 8981 7600
Facsimile: (08) 8941 1802
E-Mail: darwin@opusqmcw.com.au

N-08004_01_UNDERLEASE

territory housing

DRAWN	CHECKED
SGE\JTL	J.ANTOUN
DATE OCT 2008	DATE OCT 2008
DESIGNED	CHECKED
DATE	DATE
DESIGN PROJECT LEADER	PROJECT OFFICER
DATE	DATE

Northern Territory Government
Department of Planning and Infrastructure

TENNANT CREEK
KARGARU (238)
INFRASTRUCTURE DESIGN PROJECT FOR TENNANT CREEK URBAN LIVING AREAS
CROWN LEASE IN PERPETUITY 01103
LOT 2051 TOWN OF TENNANT CREEK (FROM PLAN S 86/060)

FILE No.	ASSET No.	SHEET No.	DRAWING No.	AMEND.	SHEET SIZE
-	-	- OF -	R08-2033	A	A1

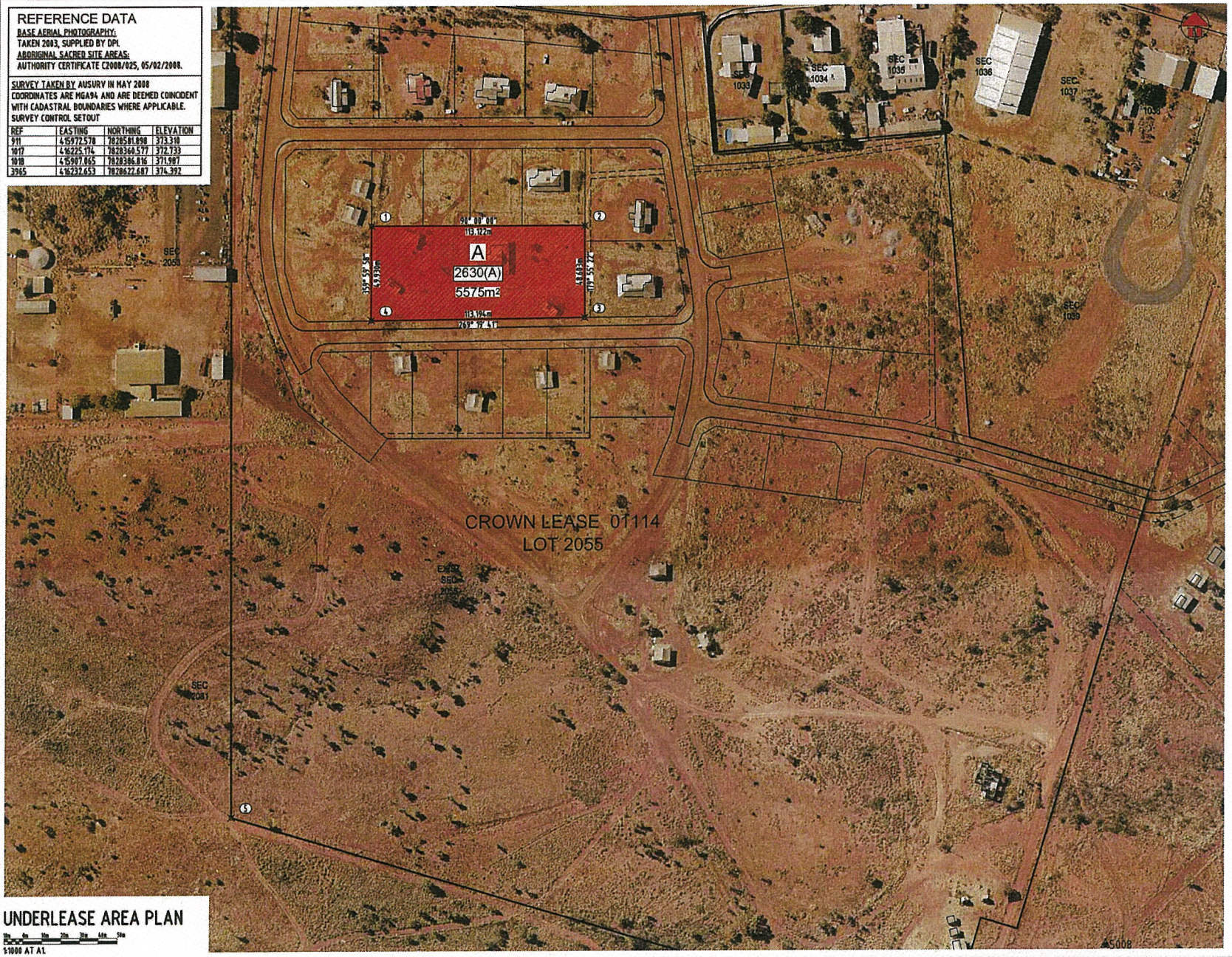
REFERENCE DATA

BASE AERIAL PHOTOGRAPHY:
TAKEN 2003, SUPPLIED BY DPI.

ABORIGINAL SACRED SITE AREAS:
AUTHORITY CERTIFICATE C2008/025, 05/02/2008.

SURVEY TAKEN BY AUSURV IN MAY 2008
COORDINATES ARE MGA94 AND ARE DEEMED COINCIDENT WITH CADASTRAL BOUNDARIES WHERE APPLICABLE.
SURVEY CONTROL SETOUT

REF	EASTING	NORTHING	ELEVATION
911	415972.578	7826581.898	373.318
1017	416225.174	7828360.577	372.733
1018	415907.065	7828386.816	371.987
3965	416232.653	7828672.687	374.392



SETTING OUT TABLE

POINT	EASTING	NORTHING
1	413866.536	7826526.692
2	413979.657	7826526.692
3	413979.723	7826478.089
4	413866.536	7826476.762
5	413793.668	7826214.728

UNDERLEASE AREA PLAN

1:1000 AT A1.

No.	DESCRIPTION	DATE	INT.
A	ISSUE FOR ADMINISTRATIVE APPROVAL	09.10.2008	SGE

AMENDMENTS

OPUS QANTEC McWILLIAM
A.B.N. 79 006 342 065
Level 1, 60 Smith Street
Darwin NT 0801
GPO Box 4083 Darwin NT 0801
Telephone: (08) 8981 7500
Facsimile: (08) 8941 1802
E-Mail: darwin@opusqmow.com.au
The Association of Consulting Engineers Australia
N-D8004.02

territory housing

DRAWN	SGE\JTL	CHECKED	J.ANTOUN
DATE	OCT 2008	DATE	OCT 2008
DESIGNED		CHECKED	
DATE		DATE	
DESIGN PROJECT LEADER		PROJECT OFFICER	
DATE		DATE	

Northern Territory Government
Department of Planning and Infrastructure

TENNANT CREEK
MARLA MARLA (223)
INFRASTRUCTURE DESIGN PROJECT FOR TENNANT CREEK URBAN LIVING AREAS
CROWN LEASE IN PERPETUITY 01114
LOT 2055 TOWN OF TENNANT CREEK (FROM PLAN 86/102B)

FILE No.	ASSET No.	SHEET No.	DRAWING No.	AMEND.	SHEET SIZE
-	-	- OF -	R08-2034	A	A1

G:\PROJECTS\2008-0034\CAD-0034-TENNANT CREEK URBAN LIVING\CAD-0034-MARLA MARLA\DRAWINGS\ET_MARLA_MARLA_CAD-0034-R2_UNDERLEASE.DWG

REFERENCE DATA

BASE AERIAL PHOTOGRAPHY:
TAKEN 2003, SUPPLIED BY DPI.
ABORIGINAL SACRED SITE AREAS:
AUTHORITY CERTIFICATE C2008/025, 05/02/2008.

SURVEY TAKEN BY AUSURV IN MAY 2008
COORDINATES ARE MGA94 AND ARE DEEMED TO BE COINCIDENT WITH CADASTRAL BOUNDARIES WHERE APPLICABLE .
SURVEY CONTROL SETOUT

REF	EASTING	NORTHING	ELEVATION
1311-1017	416225.174	7828360.577	372.733
989-1309	416322.540	7828444.501	731.836
3965	416232.653	7828622.687	374.392
1255	416496.997	7828545.623	375.362



SETTING OUT TABLE

POINT	EASTING	NORTHING
1	416372.609	7828706.525
2	416442.392	7828746.813
3	416506.212	7828673.352
4	416466.395	7828649.125
5	416455.241	7828652.129
6	416444.104	7828645.738
7	416440.748	7828633.344
8	416446.087	7828624.039
9	416426.310	7828612.414
10	416610.280	7828553.563
11	416632.983	7828527.430
12	416628.691	7828433.223
13	416603.070	7828431.891
14	416577.584	7828407.108
15	416553.527	7828449.032
16	416571.664	7828460.456
17	416562.834	7828475.866
18	416593.960	7828493.727
19	416573.584	7828532.353
20	416495.750	7828468.174
21	416517.651	7828429.992
22	416462.371	7828394.880
23	416438.994	7828435.618

UNDERLEASE AREA PLAN

1:1000 AT A1

No.	DESCRIPTION	DATE	INIT.
A	ISSUE FOR ADMINISTRATIVE APPROVAL	09.10.2008	JTL/SGE
	AMENDMENTS		

OPUS QANTEC McWILLIAM
A.B.N. 79 088 342 065
Level 1, 80 Smith Street
Darwin NT 0801
GPO Box 4083 Darwin NT 0801
Telephone: (08) 8981 7300
Facsimile: (08) 8941 1862
E-Mail: darwin@opusqmcw.com.au
N-D8004.06_UNDERLEASE

territory housing

DRAWN	CHECKED
SGE\JTL	J.ANTOUN
DATE OCT 2008	DATE OCT 2008
DESIGNED	CHECKED
DATE	DATE
DESIGN PROJECT LEADER	PROJECT OFFICER
DATE	DATE

Northern Territory Government
Department of Planning and Infrastructure

TENNANT CREEK
TINKARLI (681)
INFRASTRUCTURE DESIGN PROJECT FOR TENNANT CREEK URBAN LIVING AREAS
CROWN LEASE PERPETUITY 01122
LOT 2065 TOWN OF TENNANT CREEK (FROM PLAN S 88/37)

FILE No.	ASSET No.	SHEET No.	DRAWING No.	AMEND.	SHEET SIZE
-	-	OF -	ROB-2038	A	A1

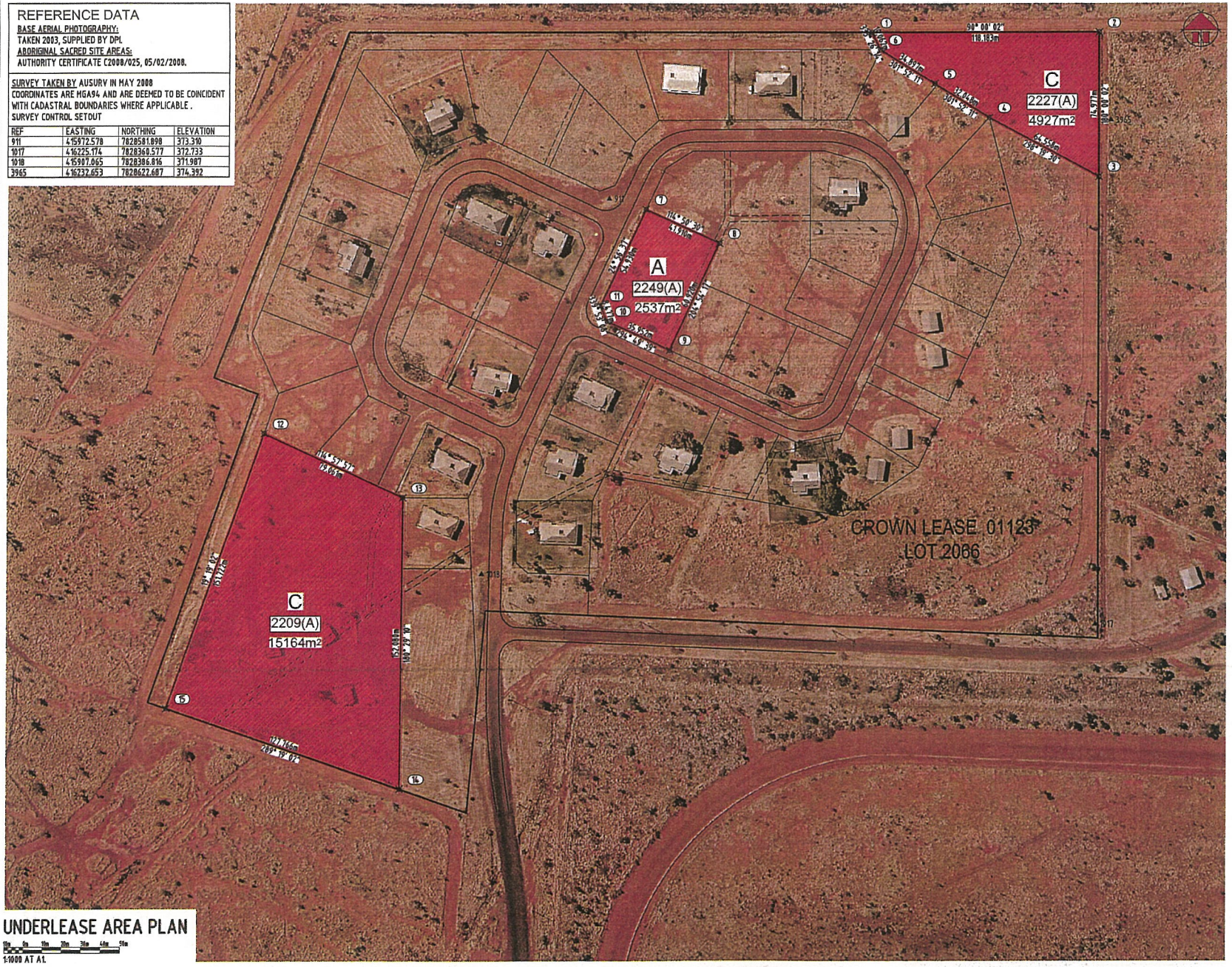
G:\PROJECTS\2008-OPUS\W-D8004 - TENNANT CREEK URBAN LIVING\W-D8004.APLW-D8004.A0 DRAWINGS\06 TINKARLI\W-D8004.06_UNDERLEASE.DWG

REFERENCE DATA

BASE AERIAL PHOTOGRAPHY:
TAKEN 2003, SUPPLIED BY DPI.
ABORIGINAL SACRED SITE AREAS:
AUTHORITY CERTIFICATE C2008/025, 05/02/2008.

SURVEY TAKEN BY AUSURV IN MAY 2008
COORDINATES ARE MGA94 AND ARE DEEMED TO BE COINCIDENT WITH CADASTRAL BOUNDARIES WHERE APPLICABLE.
SURVEY CONTROL SETOUT

REF	EASTING	NORTHING	ELEVATION
911	415972.578	7828581.898	373.310
1017	416225.174	7828360.577	372.733
1018	415907.065	7828386.816	371.987
3965	416232.653	7828622.687	374.392



SETTING OUT TABLE

POINT	EASTING	NORTHING
1	416108.372	7828668.391
2	416226.555	7828668.390
3	416226.554	7828593.413
4	416169.726	7828624.045
5	416141.299	7828641.718
6	416112.872	7828659.391
7	415991.592	7828576.279
8	416029.625	7828558.672
9	416003.971	7828503.417
10	415971.342	7828518.513
11	415968.427	7828526.472
12	415794.124	7828460.277
13	415865.797	7828426.907
14	415864.507	7828274.832
15	415743.934	7828317.096

UNDERLEASE AREA PLAN

1:1000 AT A1.

No.	DESCRIPTION	DATE	INIT.
A	ISSUE FOR ADMINISTRATIVE APPROVAL	09.10.2008	JTL/SGE
	AMENDMENTS		

OPUS QANTEC McWILLIAM
A.B.N. 79 088 342 065
Level 1, 80 Smith Street
Darwin NT 0801
GPO Box 4083 Darwin NT 0801
Telephone: (08) 8981 7500
Facsimile: (08) 8941 1882
E-Mail: darwin@opusqmcw.com.au
The Association of Consulting Engineers Australia
N-D8004.05_UNDERLEASE

territory housing

DRAWN	JTL\SGE	CHECKED	J.ANTOUN
DATE	OCT 2008	DATE	OCT 2008
DESIGNED		CHECKED	
DATE		DATE	
DESIGN PROJECT LEADER		PROJECT OFFICER	
DATE		DATE	

Northern Territory Government
Department of Planning and Infrastructure

TENNANT CREEK
WUPPA (684)
INFRASTRUCTURE DESIGN PROJECT FOR TENNANT CREEK URBAN LIVING AREAS
CROWN LEASE PERPETUITY 01123
LOT 2066 TOWN OF TENNANT CREEK (FROM PLAN S 88/37)

FILE No.	ASSET No.	SHEET No.	DRAWING No.	AMEND.	SHEET SIZE
-	-	OF -	ROB-2037	A	A1

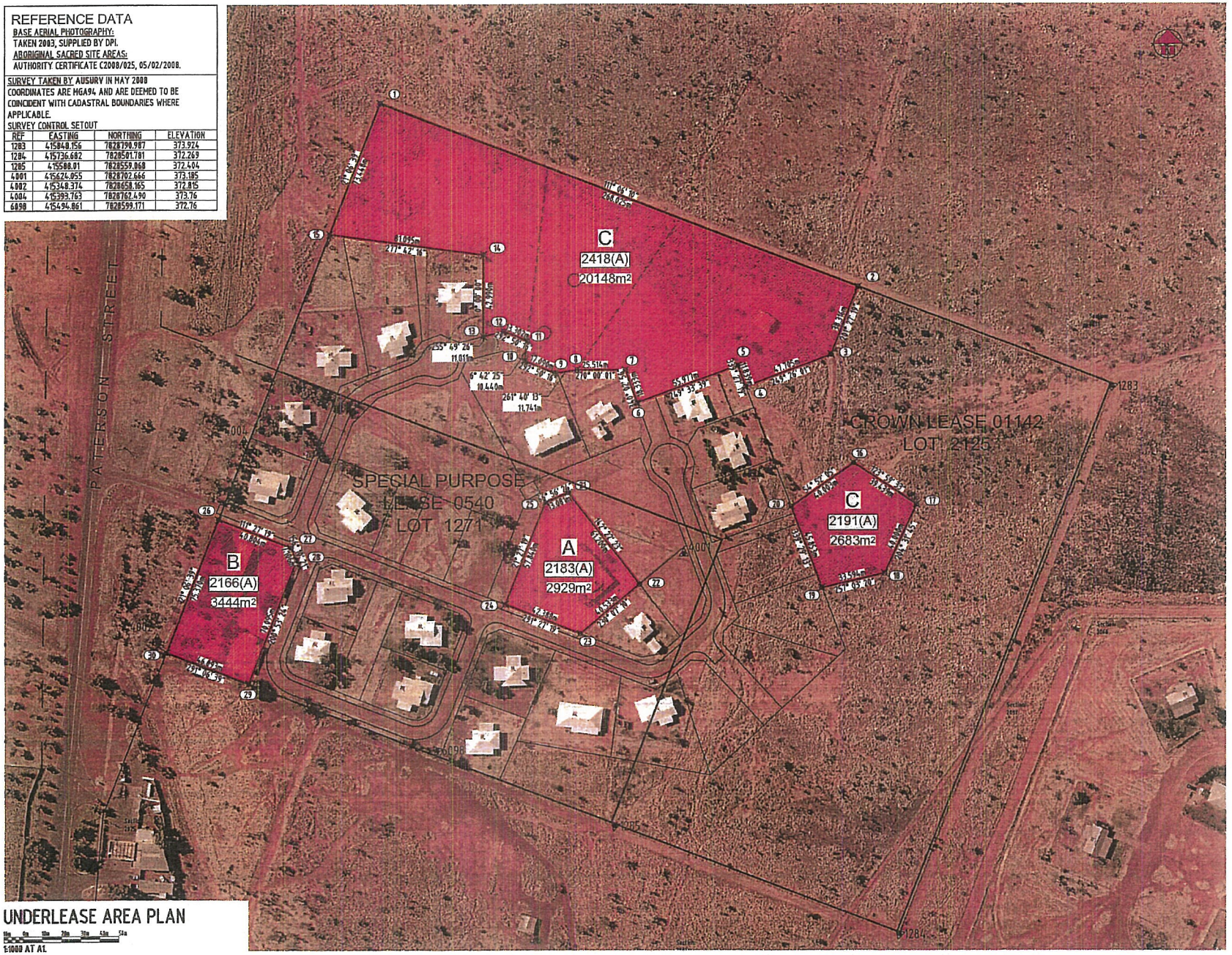
G:\PROJECTS\684-QW\CIVIL\684-...-TENNANT CREEK URBAN LIVING\01-PLANS\684-2037A.DWG - WUPPA (684).05 - UNDERLEASING

REFERENCE DATA

BASE AERIAL PHOTOGRAPHY:
TAKEN 2003, SUPPLIED BY DPI.
ABORIGINAL SACRED SITE AREAS:
AUTHORITY CERTIFICATE C2008/025, 05/02/2008.

SURVEY TAKEN BY AUSURV IN MAY 2008
COORDINATES ARE MGA94 AND ARE DEEMED TO BE COINCIDENT WITH CADASTRAL BOUNDARIES WHERE APPLICABLE.
SURVEY CONTROL SETOUT

REF	EASTING	NORTHING	ELEVATION
1283	415848.156	7828790.987	373.924
1284	415736.682	7828501.781	372.269
1285	415588.01	7828559.068	372.404
4001	415624.055	7828702.666	373.185
4002	415348.374	7828658.165	372.815
4004	415393.763	7828762.490	373.76
6098	415494.861	7828599.171	372.76



SETTING OUT TABLE

POINT	EASTING	NORTHING
1	415446.900	7828940.800
2	415714.950	7828843.500
3	415700.935	7828807.839
4	415656.270	7828791.081
5	415652.115	7828802.167
6	415599.663	7828782.619
7	415593.407	7828799.852
8	415567.893	7828799.852
9	415556.275	7828798.151
10	415540.525	7828804.784
11	415541.744	7828815.153
12	415529.485	7828820.316
13	415518.809	7828817.619
14	415518.809	7828860.618
15	415438.446	7828871.481
16	415712.791	7828750.654
17	415745.491	7828728.604
18	415728.884	7828692.214
19	415696.143	7828684.689
20	415680.054	7828727.619
21	415563.492	7828735.064
22	415600.856	7828686.593
23	415569.751	7828660.603
24	415530.300	7828676.108
25	415551.457	7828729.940
26	415380.372	7828721.063
27	415418.348	7828786.138
28	415421.219	7828699.638
29	415396.225	7828634.150
30	415353.226	7828650.751

UNDERLEASE AREA PLAN

1:1000 AT A1.

No.	DESCRIPTION	DATE	INIT.
	AMENDMENTS		
A	ISSUE FOR ADMINISTRATIVE APPPROVAL	09.10.2008	JTL/SGE

OPUS QANTEC McWILLIAM
A.B.N. 78 003 342 008
Level 1, 63 Smith Street
Darwin NT 0801
GPO Box 4083 Darwin NT 0801
Telephone: (08) 8981 2500
Facsimile: (08) 8941 1882
E-Mail: darwin@opusqmcw.com.au
N-D8004.04

territory housing

DRAWN	CHECKED
SGE/JTL	J.ANTOUN
DATE OCT 2008	DATE OCT 2008
DESIGNED	CHECKED
DATE	DATE
DESIGN PROJECT LEADER	PROJECT OFFICER
DATE	DATE

Northern Territory Government
Department of Planning and Infrastructure

TENNANT CREEK
NGALPA NGALPA (246)
INFRASTRUCTURE DESIGN PROJECT FOR TENNANT CREEK URBAN LIVING AREAS
SPECIAL PURPOSE LEASE 0540 LOT 1271 TOWN OF TENNANT CREEK (FROM PLAN S 80/190)
AND CROWN LEASE TERM 01142 LOT 2125 TOWN OF TENNANT CREEK (FROM PLAN S 96/271)

FILE No.	ASSET No.	SHEET No.	DRAWING No.	AMEND.	SHEET SIZE
-	-	- OF -	R08-2036	A	A1

©COPYRIGHT OPUS QANTEC MCWILLIAM - TENNANT CREEK URBAN LIVING AREAS - NGALPA NGALPA - R08-2036.04 - UNDERLEASING.DWG

REFERENCE DATA

BASE AERIAL PHOTOGRAPHY:
TAKEN 2003, SUPPLIED BY DPI.
ABORIGINAL SACRED SITE AREAS:
AUTHORITY CERTIFICATE C2008/825, 05/02/2008.

SURVEY TAKEN BY AUSURV IN MAY 2008
COORDINATES ARE MGA94 AND ARE DEEMED TO BE COINCIDENT WITH CADASTRAL BOUNDARIES WHERE APPLICABLE.
SURVEY CONTROL SETOUT

REF	EASTING	NORTHING	ELEVATION
5007	414375.247	7826453.167	369.495
8004	414517.542	7826466.456	367.923
bj24_p059	414443.853	7826435.986	368.314



SETTING OUT TABLE

POINT	EASTING	NORTHING
1	414467.676	7826579.672
2	414533.907	7826559.874
3	414517.806	7826506.412
4	414451.635	7826526.038

UNDERLEASE AREA PLAN

10m 0m 10m 20m 30m 40m 50m
1:1000 AT A1.

No.	DESCRIPTION	DATE	INT.
B	AMENDED FOR ADMINISTRATIVE APPROVAL	15.10.2008	JTL/SGE
A	ISSUE FOR ADMINISTRATIVE APPROVAL	09.10.2008	JTL/SGE

AMENDMENTS

OPUS QANTEC McWILLIAM
A.B.N. 79 088 342 065
Level 1, 80 Smith Street
Darwin NT 0801
GPO Box 4083 Darwin NT 0801
Telephone: (08) 8981 7600
Facsimile: (08) 8941 1882
E-Mail: darwin@opusqmow.com.au
The Association of Consulting Engineers Australia
N-D8004.87

territory housing

DRAWN	SGE\JTL	CHECKED	JANTOUN
DATE	OCT 2008	DATE	OCT 2008
DESIGNED		CHECKED	
DATE		DATE	
DESIGN PROJECT LEADER		PROJECT OFFICER	
DATE		DATE	

Northern Territory Government
Department of Planning and Infrastructure

TENNANT CREEK
VILLAGE AND SORRY CAMP (271)
INFRASTRUCTURE DESIGN PROJECT FOR TENNANT CREEK URBAN LIVING AREAS
CROWN LEASE PERPETUITY 01192 LOT 1004 TOWN OF TENNANT CREEK (FROM PLAN B 000314)
AND CROWN LEASE IN PERPETUITY 01113 LOT 2057 TOWN OF TENNANT CREEK (FROM PLAN S86/102A)

FILE No.	ASSET No.	SHEET No.	DRAWING No.	AMEND.	SHEET SIZE
-	-	C00.00 OF -	R08-2039	B	A1

Form 32

Section 65

Land Title Act

REGISTRAR-GENERAL'S DIRECTIONS

NORTHERN TERRITORY OF AUSTRALIA

U	**L**	**No:**
S	**L**	**No:**

Commissioner of Taxes use only (NOTE 1)

IMPORTANT NOTICE

Please Note Privacy Statement Overleaf

SUBLEASE

The owner of the lease subleases to the tenant the estate and interest in the land described and the tenant accepts this sublease of the land for the term and at the rent stipulated and subject to the covenants and conditions contained below or on the back of this document and acknowledges the amount payable or other consideration for the lease. (NOTES 2 – 3)

ESTATE AND INTEREST	Lease being subleased: Number:	Special Purpose 0540 Lease, Lot 1271 Town of Tennant Creek from Plan S80/190 (NOTE 4)

Register	Volume	Folio	Location	Lot Description	Plan	Unit
CT	629	846	Town of Tennant Creek	1271	S80/190	

(NOTE 5)

INTEREST BEING SUBLEASED	Part of the Lot being Administrative Lot Numbers 2166(A) and 2183(A) as shaded in red on the plan attached at Annexure A		(NOTE 6)
MARKET RENT UNDER THE SUB-LEASE		GST AMOUNT	(NOTE 7)
OTHER CONSIDERATION (Include Nil or Nominal Rent)	$1	GST AMOUNT $0.09	
OWNER OF THE LEASE	Chief Executive Officer (Housing)		(NOTE 8)
TENANT	Julilakari Council Aboriginal Corporation, PO Box 158, Tennant Creek , NT 0861		(NOTE 9)
TENANCY	Joint Tenants/Tenants in Common (Shareholding)		(NOTE 10)

TERM OF SUBLEASE	Commencing:	Expiring:	Right of Renewal:	
	__/__/2008	__/__/2018	No	(NOTE 11)
CONSENTS				(NOTE 12)

The Common Seal of Julalikari Council Aboriginal Corporation was affixed hereto this day of October 2008 in our presence pursuant to a resolution of the Council passed on the day of 2008

.....

Council Member: (Full name)

.....

Council Member: (Full name)

.....

SIGNED by Chief Executive Officer (Housing)

on (Date) .....

In the presence of:

.....

Qualified Witness:

.....

.....

(NOTE 13)

Registered on ..... At .....

CONSENT OF INTEREST HOLDERS

Instrument type: .....

Instrument No: .....

Name of Parties: .....

.....

I the registered proprietor of the interest shown above consent to the registration of this instrument.

Signed: .....

(Date): .....
In the presence of:

.....

Name of Qualified Witness: .....

Address or Telephone No.: .....

Instrument type: .....

Instrument No: .....

Name of Parties: .....

.....

I the registered proprietor of the interest shown above consent to the registration of this instrument.

Signed: .....

(Date): .....
In the presence of:

.....

Name of Qualified Witness: .....

Address or Telephone No.: .....

COVENANTS

It is hereby covenanted by and between the owner of lease and the tenant as follows;

☐ To comply with the provisions contained in Memorandum of Common Provisions recorded in the Register as LTO No.

☑ The conditions and covenants implied by Sections 117 & 119 *Law of Property Act* shall not apply. (delete one)

☑ To comply with the provisions annexed to this lease.

PRIVACY STATEMENT – LAND REGISTER FORMS

The Registrar-General's Office is authorised by the *Land Title Act* to collect the information on this form for the establishment and maintenance of the Land Register, which is made available for search by any person, anywhere, including through the Internet, upon payment of a fee. The information is regularly provided to other NT Government agencies, the Australian Valuation Office, local governments, the Australian Bureau of Statistics, the Australian Taxation Office or other Commonwealth Agencies as required or authorised by law, and some private sector organisations for conveyancing, local government, valuation, statistical, administrative and other purposes. The Department of Planning and Infrastructure also uses the information to prepare and sell or licence property sales reports to commercial organisations concerned with the development, sale or marketing of property.

Failure to provide the information in full or in part may prevent your application or transaction being completed.

Your personal information provided on this form can be subsequently accessed by you on request. If you have any queries please contact the Deputy Registrar-General on 8999 5318.

SPL Underlease

Tennant Creek Community Living Areas

Chief Executive Officer (Housing) (**Territory Housing**)

Julalikari Council Aboriginal Corporation (**JCAC**)

MinterEllison

LAWYERS

LEVEL 4, 66 SMITH STREET, DARWIN NT 0800
www.minterellison.com

Underlease

Details		3
1.	Defined terms & interpretation	4
2.	Grant of Underlease	5
3.	Conditions	5
4.	Renewal	5
5.	Rates, charges and taxes	6
6.	Utility charges	6
7.	Compliance with Headleases	6
8.	Repairs and maintenance	6
9.	Use of SPL Underlease Area	7
10.	Quiet enjoyment	7
11.	Breach	7
12.	Termination	7
13.	Dispute resolution	7
14.	Holding over	8
15.	Costs of SPL Underlease	8
16.	Notices and other communications	8
17.	Goods and Services Tax	9
18.	Miscellaneous	9
Schedule 1 - SPL Underlease Particulars		11
Signing page		12
Annexure A: Map of Underlease Area		

Details

Date

2008

Parties

Name	**Chief Executive Officer (Housing)**
Short form name	**Territory Housing**
Notice details	1 Briggs Street, Darwin NT 0800 Facsimile: 08 8999 98488 Attention: General Manager

Name	**Julalikari Council Aboriginal Corporation**
Short form name	**JCAC**
Notice details	PO Box 158, Tennant Creek , NT 0861 Facsimile: 08 8962 3236 Attention: General Manager

Background

A Pursuant to the Headleases, the NTA granted leases of the part of the Premises to JHI, and part of the Premises to JCAC.

B JHI and JCAC each has granted, or will grant, a sublease of those parts of the Premises in relation to which they are lessee, to Territory Housing.

C Territory Housing wishes to grant an underlease of the SPL Underlease Area to JCAC, and JCAC wishes to accept the grant of an underlease of the SPL Underlease Area, on the terms of this SPL Underlease.

D Territory Housing also wishes to grant an underlease of the CL Underlease Area to JCAC, and the parties have entered into, or will enter into, a separate underlease (**CL Underlease**) in relation to the CL Underlease Area.

E JHI consents under clause 17.(b) of the Sublease between it and Territory Housing, to Territory Housing granting to JCAC an underlease of those parts of the Premises in relation to which they are lessee.

F The consent of the Minister administering the *Special Purpose Leases Act* is required pursuant to section 6 of the *Special Purpose Leases Act* in order for Territory Housing to grant to JCAC this SPL Underlease.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this Underlease:

Aboriginal has the meaning given in the Act;

Act means the *Aboriginal Land Rights (Northern Territory) Act 1976 (Cth)*;

Business Day means a day that is not a Saturday, Sunday or public holiday in the Northern Territory;

Business Hours means from 9.00am to 5.00pm on a Business Day;

CL Underlease means the underlease referred to in Recital D;

Commencement Date means the date specified in Item 2;

Headlease means each of the leases set out in the middle column of Item 1;

Improvement includes buildings, structures, fixtures, fittings, plant, equipment and material or articles which are erected on or attached to the SPL Underlease Area (including without limitation houses, fences, streetlights, power poles) but does not include Services;

Initial Term means the period specified in Item 3;

JCAC means Julalikari Council Aboriginal Corporation ABN 52 109 391 552 incorporated under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cth)*;

NTA means the Northern Territory of Australia;

Option Period means that period specified in Item 4;

Permitted Use means the uses specified in Item 5;

Premises means the premises described in the right-hand column of Item 1 and includes the Improvements and Services on the Premises;

Rent means $1.00 if demanded;

Services includes:

(a) all utilities and services on or connected to the Premises including water, gas, electricity, lighting, sanitation, drainage, stormwater, computer services, communication and telecommunication systems, oil and any other source or type of energy and fuel and includes all wires, cables, pipes ducts and conduits, tanks, electrical and mechanical plant and all other ancillary or associated parts and accessories; and

(b) all roads and footpaths on the Premises;

SPL Underlease means this underlease;

SPL Underlease Area means the areas shaded in red in the plans in Annexure A and labelled with the following Administrative Lot Numbers 2166(A) and 2183(A), and includes the Improvements and Services on the Underlease Area;

Sublease means the sublease granted to by JHI to Territory Housing, and the sublease granted by JCAC to Territory Housing; and

Term means the Initial Term, the First Option Period and the Second Option Period, unless this Underlease is terminated earlier.

1.2 Interpretation

In this Underlease, unless a contrary intention appears:

(a) a reference to an Item is a reference to an Item in Schedule 1;

(b) a reference to a Schedule is a reference to a Schedule to this Underlease;

(c) words in the singular include the plural and vice versa;

(d) words importing one gender include each of the other genders; and

(e) a reference to a party includes its successors in title.

2. Grant of Underlease

In consideration of the Rent and JCAC's covenants, Territory Housing underleases to JCAC the SPL Underlease Area for the Permitted Use for the Term.

3. Conditions

3.1 Pre-conditions

(a) This Underlease is conditional upon:

(i) JHI, JCAC and Territory Housing entering into the Subleases;

(ii) JCAC and Territory Housing entering into the CL Underlease; and

(iii) the Minister administering the *Crown Lands Act* providing his or her consent pursuant to section 47 of the *Crown Lands Act* in relation to the Subleases and the CL Underlease; and

(iv) the Minister administering the *Special Purpose Lease Act* providing his or her consent pursuant to section 6 of the *Special Purposes Leases Act* in relation to the Subleases and this SPL Underlease;

and the parties must execute this SPL Underlease at the same time as the Subleases and the CL Underlease are executed.

(b) The parties agree that:

(i) each party must use its reasonable endeavours to obtain the consents required under clause 3.1(a); and

(ii) if those consents are not obtained by 31 December 2008, either party may terminate this Sublease by giving written notice to the other party.

3.2 No assignment

JCAC must not assign or transfer, sublet, part with or share the possession of, grant any licence affecting, mortgage, encumber, charge or otherwise deal with or dispose of this SPL Underlease or the SPL Underlease Area.

4. Renewal

The parties:

(a) acknowledge that neither party has an option to renew this SPL Sublease; and

(b) agree that each party must, at the request of the other party, negotiate in good faith whether to renew this SPL Underlease.

5. Rates, charges and taxes

JCAC must pay all rates, charges and taxes in respect of the SPL Underlease Area and any building located upon the SPL Underlease Area.

6. Utility charges

JCAC must pay for all electricity, water and gas consumed or used on the SPL Underlease Area.

7. Compliance with Headleases

All of JHI's and JCAC's covenants and obligations contained in each Headlease and Sublease are incorporated and deemed to be incorporated into this SPL Underlease as if they were specifically set out in this SPL Underlease, and JCAC agrees with Territory Housing in relation to the SPL Underlease Area in and on the same terms conditions and covenants as JHI and JCAC (each as lessee) has covenanted and agreed with the NTA (as lessor).

8. Repairs and maintenance

(a) JCAC is responsible for repairing and maintaining the SPL Underlease Area during the Term and must ensure that the SPL Underlease Area (including Improvements and all outside and open areas) are kept:

(i) clean;

(ii) neat and tidy in appearance;

(iii) in a state of reasonable repair; and

(iv) clear of graffiti and litter.

(b) Territory Housing and any person authorised by Territory Housing may at all reasonable times enter the SPL Underlease Area and view its condition and state of repair, and if Territory Housing considers that there is any defect or damage which the JCAC is obliged to repair, Territory Housing may notify JCAC of the defect or damage and require JCAC to repair it within a reasonable time.

(c) If JCAC does not fulfil its obligations under clause 8(a) or (b), Territory Housing may (without any obligation to do so) undertake such repairs and maintenance and recover the cost of doing so from JCAC.

(d) Territory Housing may on reasonable notice enter onto the SPL Underlease Area, to construct, demolish, upgrade, extend, refurbish, or do any other act or thing in relation to all Improvements and Services on the Premises, and in relation to the Premises generally.

(e) Territory Housing will not exercise its right under clause 8(d), unless it considers it reasonable for the purposes of ensuring:

(i) that nothing in or on the SPL Underlease Area infringes, or otherwise adversely impacts on its occupation of the Premises;

(ii) the SPL Underlease Area is maintained in manner and up to a standards that is appropriate for the Permitted Use that relate to that particular SPL Underlease Area; and

(iii) the safety of any person.

(f) For the purposes of Territory Housing exercising its right under clause 8(d), in relation to the SPL Underlease Areas that are marked 'C' (ceremonial and traditional Aboriginal purposes), and without limiting Territory Housing's right of entry under that clause, Territory Housing agrees to observe JCAC's reasonable requirements that assist Territory Housing to demonstrate respect for aboriginal cultural practices and beliefs, except in the case of emergency.

9. Use of SPL Underlease Area

JCAC must not use the SPL Underlease Area for any purpose other than the Permitted Use without the written consent of Territory Housing.

10. Quiet enjoyment

Territory Housing covenants with JCAC that JCAC may peaceably hold and enjoy the SPL Underlease Area during the Term without any interruption or disturbance from Territory Housing or any person lawfully claiming through or under Territory Housing.

11. Breach

If:

(a) JCAC breaches any of its obligations under the CL Underlease; and

(b) an equivalent obligation is imposed on JCAC under this SPL Underlease,

then JCAC is deemed to have breached that equivalent obligation under this SPL Underlease.

12. Termination

(a) If JCAC breaches any of its obligations under this SPL Underlease, Territory Housing may terminate this SPL Underlease if:

(i) it provides JCAC with written notice detailing the alleged breach; and

(ii) JCAC does not remedy the breach within 30 days of receipt of that notice.

(b) If the CL Underlease terminates for any reason, this SPL Underlease automatically terminates on the same day.

(c) If Crown Lease Term 01142 and Special Purpose Lease 0540 are consolidated to create a new Crown Lease in Perpetuity, the parties must do all things necessary to ensure that the rights granted to JCAC under this SPL Underlease continue under the new Crown Lease in Perpetuity.

13. Dispute resolution

(a) The parties agree that a dispute arising under this SPL Underlease will be dealt with as follows:

(i) the party claiming that there is a dispute will give the other party a notice setting out the nature of the dispute;

(ii) within 7 Business Days after receipt of that notice each party will seek to negotiate a resolution, with the representatives of each party being the people with day-to-day responsibility of the relevant issue;

(iii) failing settlement within 14 Business Days, CEO of Territory Housing and the General Manager of JCAC will try to settle the dispute by direct negotiation between them;

(iv) failing settlement within a further 14 Business Days, the parties may agree to refer the dispute to mediation;

(v) the parties will cooperate fully with any process instigated under this clause in order to achieve a speedy resolution; and

(vi) if a resolution is not reached through mediation within a further 28 Business Days, either party may commence legal proceedings or exercise any other rights it may have under or in respect of this SPL Underlease.

(b) Each party will bear its own costs of complying with this clause 12(a), and the parties must bear equally the cost of any third person engaged under clause 13(a)(iv).

(c) Clause 12(a) does not apply to legal proceedings by either party seeking urgent interlocutory relief.

14. Holding over

Where JCAC continues in occupation of the SPL Underlease Area after the expiration of the Term without any demand for possession having been made by Territory Housing, JCAC is deemed to be holding the SPL Underlease Area under a monthly tenancy determinable at any time upon 30 day's notice (which notice may expire at any time) being given by either party to the other, at the same Rent and upon and subject to the same terms as are contained in this SPL Underlease so far as they can be applied to a monthly tenancy.

15. Costs of SPL Underlease

(a) Each party must each bear their own costs of and incidental to the negotiation, settlement, preparation and execution of this SPL Underlease.

(b) Territory Housing will pay any costs associated with stamp duty, registration, planning approval and all other necessary consents and survey in respect of or in connection with this SPL Underlease.

16. Notices and other communications

16.1 Service of notices

A notice, demand, consent, approval or communication under this SPL Underlease (**Notice**) must be:

(a) in writing, in English and signed by a person duly authorised by the sender; and

(b) hand delivered or sent by prepaid post or facsimile to the recipient's address for Notices specified in the Details, as varied by any Notice given by the recipient to the sender.

16.2 Effective on receipt

A Notice given in accordance with clause 16.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

(a) if hand delivered, on delivery;

(b) if sent by prepaid post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia);

(c) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the entire Notice unless, within eight Business Hours after the transmission, the recipient informs the sender that it has not received the entire Notice,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

17. Goods and Services Tax

(a) For the purposes of this clause:

(i) GST Act means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and

(ii) adjustment event, adjustment note, GST, input tax credit and taxable supply have the meanings given to those terms in the GST Act.

(b) Unless otherwise stated, all amounts payable by one party to the other party under this SPL Underlease are exclusive of GST.

(c) A recipient of a taxable supply made under this SPL Underlease must pay to the supplier an amount equivalent to any GST paid or payable by the supplier in respect of the taxable supply, subject to the supplier issuing a valid tax invoice in accordance with the GST Act to the recipient.

(d) A party's obligation to reimburse the other party for an amount paid or payable to a third party includes GST on the amount paid or payable to the third party, except to the extent that the party being reimbursed is entitled to claim an input tax credit for that GST.

(e) Each party must issue an adjustment note to the other party as soon as it becomes aware of an adjustment event relating to a taxable supply by it under this SPL Underlease.

18. Miscellaneous

(a) This SPL Underlease may be executed by the parties in any number of counterparts and all counterparts taken together will constitute one instrument.

(b) Any term of this SPL Underlease which is not applicable to the SPL Underlease Area or which is repugnant to the general interpretation of this SPL Underlease or which is invalid unlawful void or unenforceable shall be capable of severance without affecting any of the other terms of this SPL Underlease.

(c) Without limiting clause 18(b), if any of the Headleases terminates (including expires) during the Term, then:

(i) that part of the SPL Underlease Area relating to that Headlease is excised from the SPL Underlease Area;

(ii) that excision has no effect on the remaining parts of the SPL Underlease Area;

(iii) the parties must do all things necessary, including varying this SPL Underlease and signing any other documents, to reflect that this SPL Underlease continues in respect of the remaining parts of the SPL Underlease Area.

(d) JCAC consents to Territory Housing completing or amending any Land Title Office panel form which may be required to register this SPL Underlease, or any amendment to this SPL Underlease contemplated in this SPL Underlease, from time to time. JCAC agrees to sign such documents as may be necessary to achieve this.

(e) This SPL Underlease shall not create any relationship between JCAC and Territory Housing other than the relationship of underlessor and underlessee.

Schedule 1 - SPL Underlease Particulars

1.	**Premises**	Headlease	Premises
		1. Crown Lease in Perpetuity 01103	1. Lot 2051 Town of Tennant Creek from plan S 86/060 (Kargaru)
		2. Crown Lease in Perpetuity 01114	2. Lot 2055 Town of Tennant Creek from plan S 86/102B (Marla Marla)
		3. Crown Lease in Perpetuity 01191	3. Lot 1273 Town of Tennant Creek from plan S 74/062A (Munji-Marla)
		4. Crown Lease in Perpetuity 01192	4. Lot 1004 Town of Tennant Creek from plan B 000314 (The Village)
		5. Crown Lease in Perpetuity 01122	5. Lot 2065 Town of Tennant Creek from plan S 88/37 (Tinkarli)
		6. Crown Lease in Perpetuity 01113	6. Lot 2057 Town of Tennant Creek from plan S 86/102A (Village Camp)
		7. Crown Lease in Perpetuity 01123	7. Lot 2066 Town of Tennant Creek from plan S 88/37 (Wuppa)
		8. Special Purpose Lease 0540	8. Lot 1271 Town of Tennant Creek from plan S 80/190 (Ngalpa Ngalpa)
		9. Crown Lease Term 01142	9. Lot 2125 Town of Tennant Creek from plan S96/271
		* The Headlease and Premises with corresponding numbers are the same parcel of land.	
2.	**Commencement Date**	The day on which the Minister provides his or her consent under clause 3.1(a) of this SPL Underlease.	
3.	**Term of Underlease**	10 years commencing on the Commencement Date	
4.	**Option Periods**	Nil	
5.	**Permitted Use**	For those areas on the plan marked A, community buildings and spaces. For those areas on the plan marked B, child care centres. For those areas on the plan marked C, ceremonial and traditional Aboriginal purposes.	

Signing page

EXECUTED as an agreement.

Signed by **Chief Executive Officer (Housing)** in the presence of

Signature of witness ←

Name of witness (print)

Signature of Chief Executive Officer (Housing) ←

Name of Chief Executive Officer (Housing) (print)

The Common Seal of **Julalikari Council Aboriginal Corporation** was affixed hereto this day of October 2008 in our presence pursuant to a resolution of the Council passed on the day of 2008:

Council Member ←

Name of Council Member

Council Member ←

Name of Council Member

Annexure A

Map of SPL Underlease Area

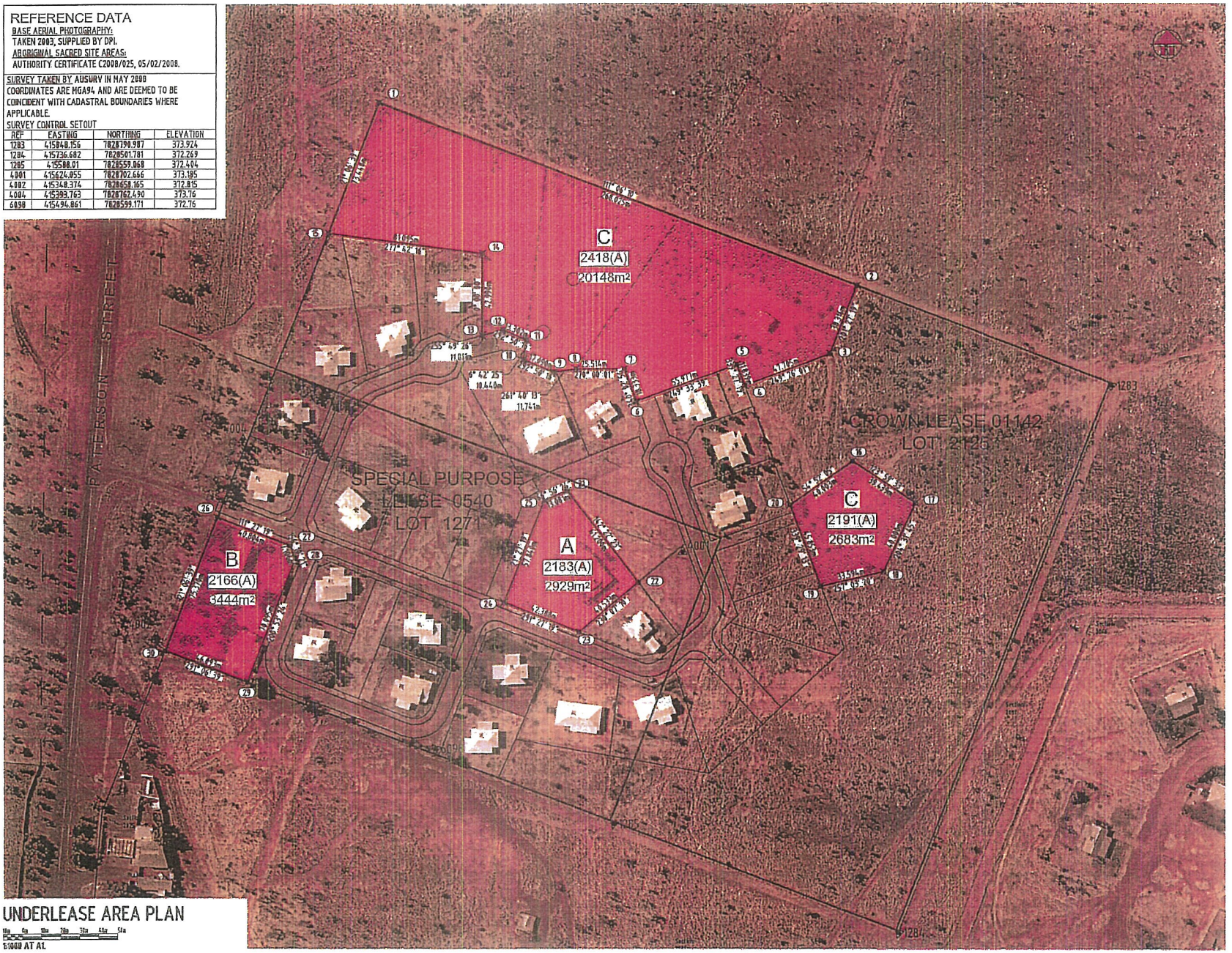
REFERENCE DATA

BASE AERIAL PHOTOGRAPHY:
TAKEN 2003, SUPPLIED BY DPI.
ABORIGINAL SACRED SITE AREAS:
AUTHORITY CERTIFICATE C2008/025, 05/02/2008.

SURVEY TAKEN BY AUSURV IN MAY 2008
COORDINATES ARE MGA94 AND ARE DEEMED TO BE COINCIDENT WITH CADASTRAL BOUNDARIES WHERE APPLICABLE.

SURVEY CONTROL SETOUT

REF	EASTING	NORTHING	ELEVATION
1283	415848.156	7828390.987	373.924
1284	415736.682	7828501.781	372.269
1285	415580.01	7828559.868	372.404
4001	415624.955	7828702.666	373.195
4002	415348.374	7828658.165	372.815
4004	415383.763	7828762.490	373.76
6038	415496.861	7828599.171	372.76



UNDERLEASE AREA PLAN

1:1000 AT A1

SETTING OUT TABLE

POINT	EASTING	NORTHING
1	415464.980	7828940.000
2	415714.950	7828043.500
3	415700.935	7828007.839
4	415656.270	7828791.081
5	415652.115	7828802.167
6	415599.663	7828782.679
7	415593.407	7828799.852
8	415567.893	7828799.852
9	415556.275	7828798.151
10	415540.525	7828804.784
11	415541.744	7828815.153
12	415529.485	7828829.316
13	415518.809	7828817.619
14	415518.809	7828860.618
15	415438.446	7828871.481
16	415712.791	7828758.654
17	415745.491	7828728.604
18	415728.884	7828692.214
19	415696.143	7828684.689
20	415680.054	7828727.619
21	415563.492	7828735.044
22	415600.856	7828686.593
23	415569.751	7828668.603
24	415530.300	7828676.108
25	415551.457	7828729.940
26	415380.372	7828721.863
27	415418.348	7828786.138
28	415421.219	7828699.638
29	415396.225	7828634.150
30	415353.226	7828650.751

No.	DESCRIPTION	DATE	INIT.
A	ISSUE FOR ADMINISTRATIVE APPPROVAL	04.12.2008	JTL/SGE

AMENDMENTS

OPUS QANTEC McWILLIAM
A.B.N. 78 009 342 008
Level 1, 60 Smith Street
Darwin NT 0800
GPO Box 4003 Darwin NT 0801
Telephone: (08) 8981 2300
Facsimile: (08) 8941 1081
E-Mail: darwin@qmcpl.com.au

territory housing

DRAWN	SGE/JTL	CHECKED	J.ANTOUN
DATE	OCT 2008	DATE	OCT 2008
DESIGNED		CHECKED	
DATE		DATE	
DESIGN PROJECT LEADER		PROJECT OFFICER	
DATE		DATE	

Northern Territory Government
Department of Planning and Infrastructure

TENNANT CREEK
NGALPA NGALPA (246)
INFRASTRUCTURE DESIGN PROJECT FOR TENNANT CREEK URBAN LIVING AREAS
SPECIAL PURPOSE LEASE 0540 LOT 1271 TOWN OF TENNANT CREEK (FROM PLAN S 90/190)
AND CROWN LEASE TERM 01142 LOT 2125 TOWN OF TENNANT CREEK (FROM PLAN S 96/271)

FILE No.	ASSET No.	SHEET No.	DRAWING No.	AMEND.	SHEET SIZE
-	-	- OF -	R08-2036	A	A1

Form 32

Section 65

Land Title Act
REGISTRAR-GENERAL'S DIRECTIONS

NORTHERN TERRITORY OF AUSTRALIA

U	**L**	**No:**
S	**L**	**No:**

Kara Maclean
Executive Assistant

IMPORTANT NOTICE

Please Note Privacy Statement Overleaf

Commissioner of Taxes use only (NOTE 1)

SUBLEASE

The owner of the lease subleases to the tenant the estate and interest in the land described and the tenant accepts this sublease of the land for the term and at the rent stipulated and subject to the covenants and conditions contained below or on the back of this document and acknowledges the amount payable or other consideration for the lease. (NOTES 2 – 3)

ESTATE AND INTEREST

Lease being subleased: Number:	Each Lease listed in the right hand column of Item 1 of Schedule 1, except Special Purpose Lease 0540, Lot 1271 Town of Tenant Creek from plan S80/190, Crown Lease in Perpetuity Term 1114, Lot 1273 Town of Tennant Creek from Plan S74/062A and Crown Lease in Perpetuity Term 1192, Lot 1004 Town of Tennant Creek from Plan B000314..

(NOTE 4)

Register	Volume	Folio	Location	Lot Description	Plan	Unit
CT	501	041	Town of Tennant Creek	2051	S86/060	
CT	312	089	Town of Tennant Creek	2055	S86/102B	
CT	371	160	Town of Tennant Creek	2065	S88/37	
CT	371	161	Town of Tennant Creek	2066	S88/37	
CT	728	827	Town of Tennant Creek	2125	S96/271	
CT	311	019	Town of Tennant Creek	2057	S 86/102A	

(NOTE 5)

INTEREST BEING SUBLEASED

Part of the Lots being Administrative Lot Numbers: 2267(A), 2275(A), 2283(A), 2303 (A), 2630 (A), 2414 (A), 2417 (A), 2249(A), 2209 (A), 2418(A), 2191 (A) and 2227(A) as shaded in red on the plan attached at Annexure A. (NOTE 6)

MARKET RENT UNDER THE SUB-LEASE		GST AMOUNT
OTHER CONSIDERATION (Include Nil or Nominal Rent)	$1	GST AMOUNT $0.09

(NOTE 7)

OWNER OF THE LEASE: Chief Executive Officer (Housing) (NOTE 8)

TENANT: Julalikari Council Aboriginal Corporation, PO Box 158, Tennant Creek NT 0861 (NOTE 9)

TENANCY: Joint Tenants/Tenants in Common (Shareholding) (NOTE 10)

TERM OF SUBLEASE

Commencing:	Expiring:	Right of Renewal:
___/___/2008	___/___/2018	No

(NOTE 11)

Registered on ……..…… At ……..……

CONSENTS (NOTE 12)

The Common Seal of Julalikari Council Aboriginal Corporation was affixed hereto this 20th day of October 2008 in our presence pursuant to a resolution of the Council passed on the 20th day of 2008

JULALIKARI COUNCIL ABORIGINAL CORPORATION COMMON SEAL

Geoffrey Shannon Geoffrey Shannon
Council Member: (Full name)

GINA MAREE SMITH
Council Member: (Full name)

SIGNED by Chief Executive Officer (Housing)
on (Date) 27 OCT 2008
In the presence of:
Kara Maclean.
Qualified Witness:
Kara Maclean
Executive Assistant

(NOTE 13)

CONSENT OF INTEREST HOLDERS

Instrument type: .....

Instrument No: .....

Name of Parties: .....

.....

I the registered proprietor of the interest shown above consent to the registration of this instrument.

Signed: .....

(Date): .....
In the presence of:

.....

Name of Qualified Witness: .....

Address or Telephone No.: .....

Instrument type: .....

Instrument No: .....

Name of Parties: .....

.....

I the registered proprietor of the interest shown above consent to the registration of this instrument.

Signed: .....

(Date): .....
In the presence of:

.....

Name of Qualified Witness: .....

Address or Telephone No.: .....

COVENANTS

It is hereby covenanted by and between the owner of lease and the tenant as follows;

☐ To comply with the provisions contained in Memorandum of Common Provisions recorded in the Register as LTO No.
☑ The conditions and covenants implied by Sections 117 & 119 *Law of Property Act* shall not apply. (delete one)
☑ To comply with the provisions annexed to this lease.

PRIVACY STATEMENT – LAND REGISTER FORMS

The Registrar-General's Office is authorised by the *Land Title Act* to collect the information on this form for the establishment and maintenance of the Land Register, which is made available for search by any person, anywhere, including through the Internet, upon payment of a fee. The information is regularly provided to other NT Government agencies, the Australian Valuation Office, local governments, the Australian Bureau of Statistics, the Australian Taxation Office or other Commonwealth Agencies as required or authorised by law, and some private sector organisations for conveyancing, local government, valuation, statistical, administrative and other purposes. The Department of Planning and Infrastructure also uses the information to prepare and sell or licence property sales reports to commercial organisations concerned with the development, sale or marketing of property.

Failure to provide the information in full or in part may prevent your application or transaction being completed.

Your personal information provided on this form can be subsequently accessed by you on request. If you have any queries please contact the Deputy Registrar-General on 8999 5318.

CL Underlease

Tennant Creek Community Living Areas

Chief Executive Officer (Housing) (**Territory Housing**)

Julalikari Council Aboriginal Corporation (**JCAC**)

MinterEllison

LAWYERS

LEVEL 4, 66 SMITH STREET, DARWIN NT 0800
TEL: +61 8 8901 5900 FAX: +61 8 8901 5901
www.minterellison.com

Underlease

Details		3
1.	Defined terms & interpretation	4
2.	Grant of Underlease	5
3.	Conditions	5
4.	Renewal	5
5.	Rates, charges and taxes	6
6.	Utility charges	6
7.	Compliance with Headleases	6
8.	Repairs and maintenance	6
9.	Use of CL Underlease Area	7
10.	Quiet enjoyment	7
11.	Breach	7
12.	Termination	7
13.	Change of Definition of 'Premises' and 'CL Underlease Areas'	8
14.	Dispute resolution	8
15.	Holding over	9
16.	Costs of CL Underlease	9
17.	Notices and other communications	9
18.	Goods and Services Tax	10
19.	Miscellaneous	10
Schedule 1 - CL Underlease Particulars		11
Signing page		12
Annexure A: Map of Underlease Areas		

Details

Date

2008

Parties

Name	**Chief Executive Officer (Housing)**
Short form name	**Territory Housing**
Notice details	1 Briggs Street, Darwin NT 0800 Facsimile: 08 8999 98488 Attention: General Manager

Name	**Julalikari Council Aboriginal Corporation**
Short form name	**JCAC**
Notice details	PO Box 158, Tennant Creek , NT 0861 Facsimile: 08 8962 3236 Attention: General Manager

Background

A Pursuant to the Headleases, the NTA granted leases of the part of the Premises to JHI, and part of the Premises to JCAC.

B JHI and JCAC each has granted, or will grant, a sublease of those parts of the Premises in relation to which they are lessee, to Territory Housing.

C Territory Housing wishes to grant an underlease of the CL Underlease Area to JCAC, and JCAC wishes to accept the grant of an underlease of the CL Underlease Area, on the terms of this CL Underlease.

D JHI consents, under clause 17 of its Sublease with Territory Housing, to Territory Housing granting to JCAC an underlease of those parts of the Premises in relation to which JHI is the lessee.

E Territory Housing also wishes to grant an underlease of the SPL Underlease Area to JCAC, and the parties have entered into, or will enter into, a separate underlease (**SPL Underlease**) in relation to the SPL Underlease Area.

F The consent of the Minister administering the *Crown Lands Act* is required pursuant to section 47 of the *Crown Lands Act* in order for Territory Housing to grant to JCAC this CL Underlease.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this Underlease:

Aboriginal has the meaning given in the Act;

Act means the *Aboriginal Land Rights (Northern Territory) Act 1976 (Cth)*;

Business Day means a day that is not a Saturday, Sunday or public holiday in the Northern Territory;

Business Hours means from 9.00am to 5.00pm on a Business Day;

CL Underlease means this underlease;

CL Underlease Area means, subject to clause 13, the areas shaded in red in the plans in Annexure A and labelled with the following Administrative Lot Numbers: 2418(A), 2191(A), 2303(A), 2267(A), 2275(A), 2283(A), 2209(A) 2417(A), 2414(A), 2630 (A), 2249(A) and 2227(A), and includes the Improvements and Services on the CL Underlease Area;

Commencement Date means the date specified in Item 2;

Headlease means each of the leases set out in the middle column of Item 1;

Improvement includes buildings, structures, fixtures, fittings, plant, equipment and material or articles which are erected on or attached to the CL Underlease Area (including without limitation houses, fences, streetlights, power poles) but does not include Services;

Initial Term means the period specified in Item 3;

JCAC means Julalikari Council Aboriginal Corporation ABN 52 109 391 552 incorporated under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cth)*;

NTA means the Northern Territory of Australia;

Option Period means that period specified in Item 4;

Permitted Use means the uses specified in Item 5;

Premises means the premises described in the right-hand column of Item 1 and includes the Improvements and Services on the Premises;

Rent means $1.00 if demanded;

Services includes:

(a) all utilities and services on or connected to the Premises including water, gas, electricity, lighting, sanitation, drainage, stormwater, computer services, communication and telecommunication systems, oil and any other source or type of energy and fuel and includes all wires, cables, pipes ducts and conduits, tanks, electrical and mechanical plant and all other ancillary or associated parts and accessories; and

(b) all roads and footpaths on the Premises;

SPL Underlease means the underlease referred to in Recital E;

Sublease means the sublease granted to by JHI to Territory Housing, and the sublease granted by JCAC to Territory Housing; and

Term means the Initial Term, the First Option Period and the Second Option Period, unless this Underlease is terminated earlier.

1.2 Interpretation

In this Underlease, unless a contrary intention appears:

(a) a reference to an Item is a reference to an Item in Schedule 1;

(b) a reference to a Schedule is a reference to a Schedule to this Underlease;

(c) words in the singular include the plural and vice versa;

(d) words importing one gender include each of the other genders; and

(e) a reference to a party includes its successors in title.

2. Grant of Underlease

In consideration of the Rent and JCAC's covenants, Territory Housing underleases to JCAC the CL Underlease Area for the Permitted Use for the Term.

3. Conditions

3.1 Pre-conditions

(a) This CL Underlease is conditional upon:

(i) JHI, JCAC and Territory Housing entering into the Subleases;

(ii) JCAC and Territory Housing entering into the SPL Underlease;

(iii) the Minister administering the *Crown Lands Act* providing his or her consent pursuant to section 47 of the *Crown Lands Act* in relation to the Subleases and this CL Underlease; and

(iv) the Minister administering the *Special Purpose Lease Act* providing his or her consent pursuant to section 6 of the *Special Purposes Leases Act* in relation to the Subleases and the SPL Underlease,

and the parties must execute this CL Underlease at the same time as the Subleases and the SPL Underlease are executed.

(b) The parties agree that:

(i) each party must use its reasonable endeavours to obtain the consents required under clause 3.1(a); and

(ii) if those consents are not obtained by 31 December 2008, either party may terminate this Sublease by giving written notice to the other party.

3.2 No assignment

JCAC must not assign or transfer, sublet, part with or share the possession of, grant any licence affecting, mortgage, encumber, charge or otherwise deal with or dispose of this CL Underlease or the CL Underlease Area.

4. Renewal

(a) Following execution of this CL Underlease, either party may cause to be lodged a plan of survey in respect of the CL Underlease Area, in accordance with section 49 of the *Licensed Surveyors Act*.

(b) Territory Housing is responsible for the cost of preparing and lodging the plan of survey.

(c) Conditional upon the plan of subdivision being approved by the Surveyor-General, either party may, by written notice to the other party at any time prior to six months before the end of the Initial Term, renew this CL Underlease for the Option Period.

(d) During the Option Period, the terms of this Underlease shall remain the same as during the Initial Term, except that this clause will be deleted.

(e) If anything in this clause 4 causes a party to breach section 61 of the *Planning Act*, then:

(i) this clause 4 (with the exception of the remainder of this clause 4(e)) is severed from this CL Underlease;

(ii) neither party will have an option to renew this CL Underlease; and

(iii) each party must, at the request of the other party, negotiate in good faith whether to renew this CL Underlease.

5. Rates, charges and taxes

JCAC must pay all rates, charges and taxes in respect of the CL Underlease Area and any building located upon the CL Underlease Area.

6. Utility charges

JCAC must pay for all electricity, water and gas consumed or used on the CL Underlease Area.

7. Compliance with Headleases

All of JHI's and JCAC's covenants and obligations contained in each Headlease and Sublease are incorporated and deemed to be incorporated into this CL Underlease as if they were specifically set out in this CL Underlease, and JCAC agrees with Territory Housing in relation to the CL Underlease Area in and on the same terms conditions and covenants as JHI and JCAC (each as lessee) has covenanted and agreed with the NTA (as lessor).

8. Repairs and maintenance

(a) JCAC is responsible for repairing and maintaining the CL Underlease Area during the Term and must ensure that the CL Underlease Area (including Improvements and all outside and open areas) are kept:

(i) clean;

(ii) neat and tidy in appearance;

(iii) in a state of reasonable repair; and

(iv) clear of graffiti and litter.

(b) Territory Housing and any person authorised by Territory Housing may at all reasonable times enter the CL Underlease Area and view its condition and state of repair, and if Territory Housing considers that there is any defect or damage which the JCAC is obliged to repair, Territory Housing may notify JCAC of the defect or damage and require JCAC to repair it within a reasonable time.

(c) If JCAC does not fulfil its obligations under clause 8(a) or (b), Territory Housing may (without any obligation to do so) undertake such repairs and maintenance and recover the cost of doing so from JCAC.

(d) Territory Housing may on reasonable notice enter onto the CL Underlease Area, to construct, demolish, upgrade, extend, refurbish, or do any other act or thing in relation to all Improvements and Services on the Premises, and in relation to the Premises generally.

(e) Territory Housing will not exercise its right under clause 8(d):

(i) unless it considers it reasonable for the purposes of ensuring:

(A) that nothing in or on the CL Underlease Area infringes, or otherwise adversely impacts on its occupation of the Premises;

(B) the CL Underlease Area is maintained in manner and up to a standards that is appropriate for the Permitted Use that relate to that particular CL Underlease Area; and

(C) the safety of any person;

(f) For the purposes of Territory Housing exercising its right under clause 8(d), in relation to the CL Underlease Areas that are marked 'C' (ceremonial and traditional Aboriginal purposes), and without limiting Territory Housing's right of entry under that clause, Territory Housing agrees to observe JCAC's reasonable requirements that assist Territory Housing to demonstrate respect for aboriginal cultural practices and beliefs, except in the case of emergency.

9. Use of CL Underlease Area

JCAC must not use the CL Underlease Area for any purpose other than the Permitted Use without the written consent of Territory Housing.

10. Quiet enjoyment

Territory Housing covenants with JCAC that JCAC may peaceably hold and enjoy the CL Underlease Area during the Term without any interruption or disturbance from Territory Housing or any person lawfully claiming through or under Territory Housing.

11. Breach

If:

(a) JCAC breaches any of its obligations under the SPL Underlease; and

(b) an equivalent obligation is imposed on JCAC under this CL Underlease,

then JCAC is deemed to have breached that equivalent obligation under this CL Underlease.

12. Termination

(a) If JCAC breaches any of its obligations under this CL Underlease, Territory Housing may terminate this CL Underlease in respect of the whole or a part of the CL Underlease Area if:

(i) it provides JCAC with written notice detailing the alleged breach; and

(ii) JCAC does not remedy the breach within 30 days of receipt of that notice.

(b) If Territory Housing elects to terminate this CL Underlease in respect of a part of the CL Underlease Area, the parties must do all things necessary, including varying this CL Underlease and signing any other documents, to excise that part of the CL Underlease Area and to reflect that this CL Underlease continues in respect of the remaining parts of the CL Underlease Area.

(c) If the SPL Underlease terminates for any reason, this CL Underlease automatically terminates on the same day.

(d) If Crown Lease Term 01142 and Special Purpose Lease 0540 are consolidated to create a new Crown Lease in Perpetuity, the parties must do all things necessary to ensure that the rights granted to JCAC under this CL Underlease in relation to Crown Lease Term 01142 continue under the new Crown Lease in Perpetuity.

13. Change of Definition of 'Premises' and 'CL Underlease Areas'

(a) If the Special Purpose Lease referred to in Paragraph 8 of Item 1 **(SPL 0540)** terminates after execution of this Sublease but prior to the consents required under clause 3.1(a) of this CL Underlease being obtained, then:

(i) Item 1 is amended by deleting the reference to SPL 0540;

(ii) if a Crown Lease in Perpetuity is granted to JHI in respect of the land formerly the subject of SPL 0540, the definition of 'Premises' is amended by inserting that new Crown Lease in Perpetuity into Item 1;

(iii) if SPL 0540 and Crown Lease Term 01142 **(CLT 01142)** are both terminated, and a single Crown Lease in Perpetuity is granted to JHI in respect of the land formerly the subject of SPL 0540 and CLT 01142, the definition of 'Premises' is amended by inserting that new Crown Lease in Perpetuity into Item 1; and

(iv) the CL Underlease Area will include the areas shaded in red in the plans that are labelled with Administrative Lot Numbers 2166(A) and 2183(A).

(b) Without limiting clause 19(b), if any of the Headleases terminates during the Term, then:

(i) Item 1 is amended by deleting the reference to that Headlease;

(ii) that part of the CL Underlease Area relating to that Headlease is excised from the CL Underlease Area;

(iii) that excision has no effect on the remaining parts of the CL Underlease Area;

(iv) the parties must do all things necessary, including varying this CL Underlease and signing any other documents, to reflect that this CL Underlease continues in respect of the remaining parts of the CL Underlease Area; and

(v) if a new Crown Lease in Perpetuity is granted to JHI in respect of the land formerly the subject of that Headlease, the definition of 'Premises' is amended by inserting that new Crown Lease in Perpetuity into Item 1.

14. Dispute resolution

(a) The parties agree that a dispute arising under this CL Underlease will be dealt with as follows:

(i) the party claiming that there is a dispute will give the other party a notice setting out the nature of the dispute;

(ii) within 7 Business Days after receipt of that notice each party will seek to negotiate a resolution, with the representatives of each party being the people with day-to-day responsibility of the relevant issue;

(iii) failing settlement within 14 Business Days, CEO of Territory Housing and the General Manager of JCAC will try to settle the dispute by direct negotiation between them;

(iv) failing settlement within a further 14 Business Days, the parties may agree to refer the dispute to mediation;

(v) the parties will cooperate fully with any process instigated under this clause in order to achieve a speedy resolution; and

(vi) if a resolution is not reached through mediation within a further 28 Business Days, either party may commence legal proceedings or exercise any other rights it may have under or in respect of this CL Underlease.

(b) Each party will bear its own costs of complying with this clause14, and the parties must bear equally the cost of any third person engaged under clause 14(a)(iv).

(c) This clause 14 does not apply to legal proceedings by either party seeking urgent interlocutory relief.

15. Holding over

Where JCAC continues in occupation of the CL Underlease Area after the expiration of the Term without any demand for possession having been made by Territory Housing, JCAC is deemed to be holding the CL Underlease Area under a monthly tenancy determinable at any time upon 30 day's notice (which notice may expire at any time) being given by either party to the other, at the same Rent and upon and subject to the same terms as are contained in this CL Underlease so far as they can be applied to a monthly tenancy.

16. Costs of CL Underlease

(a) Each party must each bear their own costs of and incidental to the negotiation, settlement, preparation and execution of this CL Underlease.

(b) Territory Housing will pay any costs associated with stamp duty, registration, planning approval and all other necessary consents and survey in respect of or in connection with this CL Underlease.

17. Notices and other communications

17.1 Service of notices

A notice, demand, consent, approval or communication under this CL Underlease (**Notice**) must be:

(a) in writing, in English and signed by a person duly authorised by the sender; and

(b) hand delivered or sent by prepaid post or facsimile to the recipient's address for Notices specified in the Details, as varied by any Notice given by the recipient to the sender.

17.2 Effective on receipt

A Notice given in accordance with clause 17.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

(a) if hand delivered, on delivery;

(b) if sent by prepaid post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia);

(c) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the entire Notice unless, within eight Business Hours after the transmission, the recipient informs the sender that it has not received the entire Notice,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

18. Goods and Services Tax

(a) For the purposes of this clause:

(i) GST Act means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and

(ii) adjustment event, adjustment note, GST, input tax credit and taxable supply have the meanings given to those terms in the GST Act.

(b) Unless otherwise stated, all amounts payable by one party to the other party under this CL Underlease are exclusive of GST.

(c) A recipient of a taxable supply made under this CL Underlease must pay to the supplier an amount equivalent to any GST paid or payable by the supplier in respect of the taxable supply, subject to the supplier issuing a valid tax invoice in accordance with the GST Act to the recipient.

(d) A party's obligation to reimburse the other party for an amount paid or payable to a third party includes GST on the amount paid or payable to the third party, except to the extent that the party being reimbursed is entitled to claim an input tax credit for that GST.

(e) Each party must issue an adjustment note to the other party as soon as it becomes aware of an adjustment event relating to a taxable supply by it under this CL Underlease.

19. Miscellaneous

(a) This CL Underlease may be executed by the parties in any number of counterparts and all counterparts taken together will constitute one instrument.

(b) Any term of this CL Underlease which is not applicable to the CL Underlease Area or which is repugnant to the general interpretation of this CL Underlease or which is invalid unlawful void or unenforceable shall be capable of severance without affecting any of the other terms of this CL Underlease.

(c) JCAC consents to Territory Housing completing or amending any Land Title Office panel form which may be required to register this CL Underlease, or any amendment to this CL Underlease contemplated in this CL Underlease, from time to time. JCAC agrees to sign such documents as may be necessary to achieve this.

(d) This CL Underlease shall not create any relationship between JCAC and Territory Housing other than the relationship of underlessor and underlessee.

Schedule 1 - CL Underlease Particulars

		Headlease	Premises
1.	**Premises**	1. Crown Lease in Perpetuity 01103 2. Crown Lease in Perpetuity 01114 3. Crown Lease in Perpetuity 01191 4. Crown Lease in Perpetuity 01192 5. Crown Lease in Perpetuity 01122 6. Crown Lease in Perpetuity 01113 7. Crown Lease in Perpetuity 01123 8. Special Purpose Lease 0540 9. Crown Lease Term 01142 * The Headlease and Premises with corresponding numbers are the same parcel of land.	1. Lot 2051 Town of Tennant Creek from plan S 86/060 (Kargaru) 2. Lot 2055 Town of Tennant Creek from plan S 86/102B (Marla Marla) 3. Lot 1273 Town of Tennant Creek from plan S 74/062A (Munji-Marla) 4. Lot 1004 Town of Tennant Creek from plan B 000314 (The Village) 5. Lot 2065 Town of Tennant Creek from plan S 88/37 (Tinkarli) 6. Lot 2057 Town of Tennant Creek from plan S 86/102A (Village Camp) 7. Lot 2066 Town of Tennant Creek from plan S 88/37 (Wuppa) 8. Lot 1271 Town of Tennant Creek from plan S 80/190 (Ngalpa Ngalpa) 9. Lot 2125 Town of Tennant Creek from plan S96/271
2.	**Commencement Date**	The day on which the Minister provides his or her consent under clause 3.1(a) of this CL Underlease	
3.	**Term of Underlease**	10 years commencing on the Commencement Date	
4.	**Option Periods**	The balance of the period of the Sublease, including any option periods under the Sublease	
5.	**Permitted Use**	For those areas on the plan marked A, community buildings and spaces. For those areas on the plan marked B, child care centres. For those areas on the plan marked C, ceremonial and traditional Aboriginal purposes.	

Signing page

EXECUTED as an agreement.

Signed by **Chief Executive Officer (Housing)**
in the presence of

Kara Maclean ←
Signature of witness

Kara Maclean
Executive Assistant
Name of witness (print)

← Signature of Chief Executive Officer (Housing)

D.J. Ritchie
Chief Executive
Name of Chief Executive Officer (Housing) (print)

The Common Seal of **Julalikari Council Aboriginal Corporation** was affixed hereto this 20th day of October 2008 in our presence pursuant to a resolution of the Council passed on the 20th day of October 2008:

JULALIKARI COUNCIL ABORIGINAL CORPORATION
COMMON SEAL

Geoffrey Shannon
Council Member

Geoffrey Shannon
Name of Council Member

← Council Member

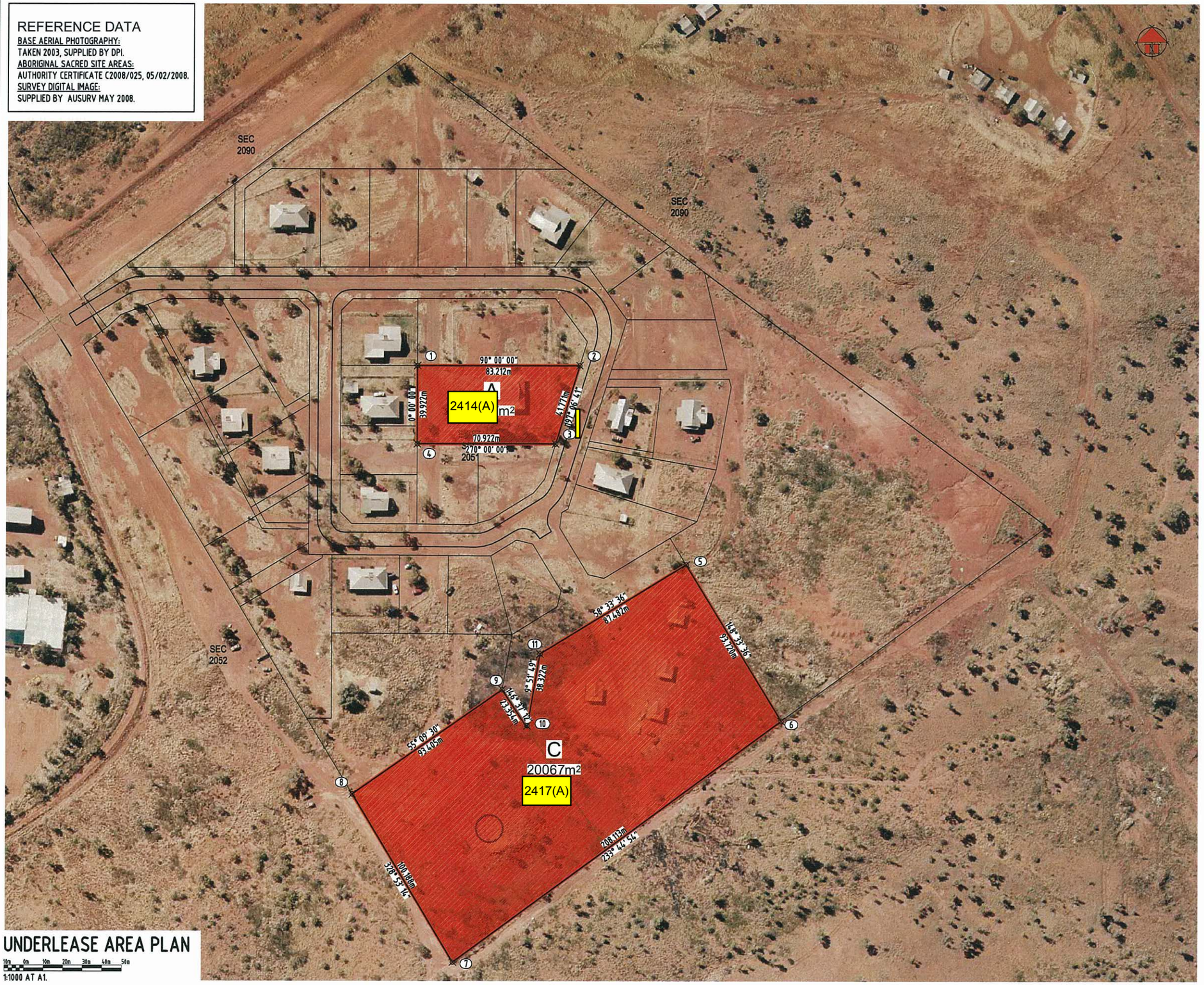
GINA MAREE SMITH
Name of Council Member

Annexure A

Map of CL Underlease Area

REFERENCE DATA

BASE AERIAL PHOTOGRAPHY:
TAKEN 2003, SUPPLIED BY DPI.
ABORIGINAL SACRED SITE AREAS:
AUTHORITY CERTIFICATE C2008/025, 05/02/2008.
SURVEY DIGITAL IMAGE:
SUPPLIED BY AUSURV MAY 2008.



SETTING OUT TABLE

POINT	EASTING	NORTHING
1	416012.5885	7826217.8511
2	416095.8005	7826217.8511
3	416083.5101	7826177.9288
4	416012.5885	7826177.9288
5	416150.6634	7826116.2117
6	416199.5482	7826036.2515
7	416031.7198	7825913.1871
8	415979.9501	7825998.9634
9	416056.6109	7826052.3266
10	416069.4601	7826033.8677
11	416076.0248	7826070.5804

UNDERLEASE AREA PLAN

10m 0m 10m 20m 30m 40m 50m
1:1000 AT A1.

No.	DESCRIPTION	DATE	INIT.
A	ISSUE FOR ADMINISTRATIVE APPROVAL	09.10.2008	JTL

AMENDMENTS

OPUS QANTEC McWILLIAM
A.B.N. 79 086 342 065
Level 1, 60 Smith Street
Darwin NT 0801
GPO Box 4083 Darwin NT 0801
Telephone: (08) 8981 7500
Facsimile: (08) 8941 1862
E-Mail: darwin@opusqmcw.com.au
The Association of Consulting Engineers Australia
N-D8004.01_UNDERLEASE

territory housing

DRAWN	SGE\JTL	CHECKED	J.ANTOUN
DATE	OCT 2008	DATE	OCT 2008
DESIGNED		CHECKED	
DATE		DATE	
DESIGN PROJECT LEADER		PROJECT OFFICER	
DATE		DATE	

Northern Territory Government
Department of Planning and Infrastructure

TENNANT CREEK
KARGARU (238)
INFRASTRUCTURE DESIGN PROJECT FOR TENNANT CREEK URBAN LIVING AREAS
CROWN LEASE IN PERPETUITY 01103
LOT 2051 TOWN OF TENNANT CREEK (FROM PLAN S 86/060)

FILE No.	ASSET No.	SHEET No.	DRAWING No.	AMEND.	SHEET SIZE
-	-	- OF -	R08-2033	A	A1

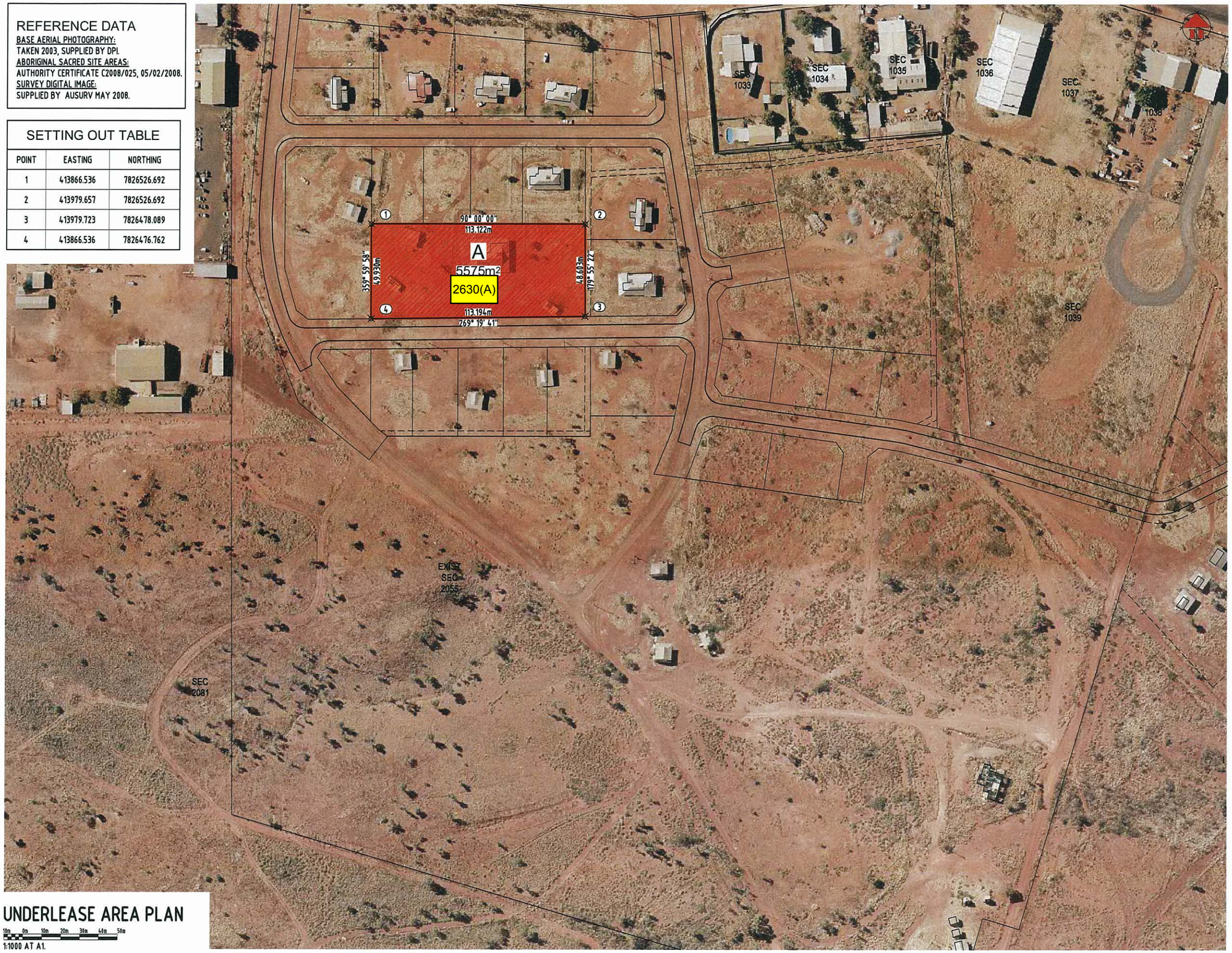
G:\PROJECTS 2008-OPUS\N-D8004 - TENNANT CREEK URBAN LIVING\N-D8004.01\N-D8004.01 DRAWINGS\01 KARGARU\N-D8004.01 UNDERLEASE.DWG

REFERENCE DATA

BASE AERIAL PHOTOGRAPHY:
TAKEN 2003, SUPPLIED BY DPI.
ABORIGINAL SACRED SITE AREAS:
AUTHORITY CERTIFICATE C2008/025, 05/02/2008.
SURVEY DIGITAL IMAGE:
SUPPLIED BY AUSURV MAY 2008.

SETTING OUT TABLE

POINT	EASTING	NORTHING
1	413866.536	7826526.692
2	413979.657	7826526.692
3	413979.723	7826478.089
4	413866.536	7826476.762



UNDERLEASE AREA PLAN

10m 0m 10m 20m 30m 40m 50m
1:1000 AT A1.

No.	DESCRIPTION	DATE	INIT.
A	ISSUE FOR ADMINISTRATIVE APPROVAL	09.10.2008	SGE
	AMENDMENTS		

OPUS QANTEC McWILLIAM
A.B.N. 79 086 342 065
Level 1, 60 Smith Street
Darwin NT 0801
GPO Box 4083 Darwin NT 0801
Telephone: (08) 8981 7500
Facsimile: (08) 8941 1862
E-Mail: darwin@opusqmcw.com.au
The Association of Consulting Engineers Australia
N-D8004.02

territory housing

DRAWN	SGE\JTL	CHECKED	J.ANTOUN
DATE	OCT 2008	DATE	OCT 2008
DESIGNED		CHECKED	
DATE		DATE	
DESIGN PROJECT LEADER		PROJECT OFFICER	
DATE		DATE	

Northern Territory Government
Department of Planning and Infrastructure

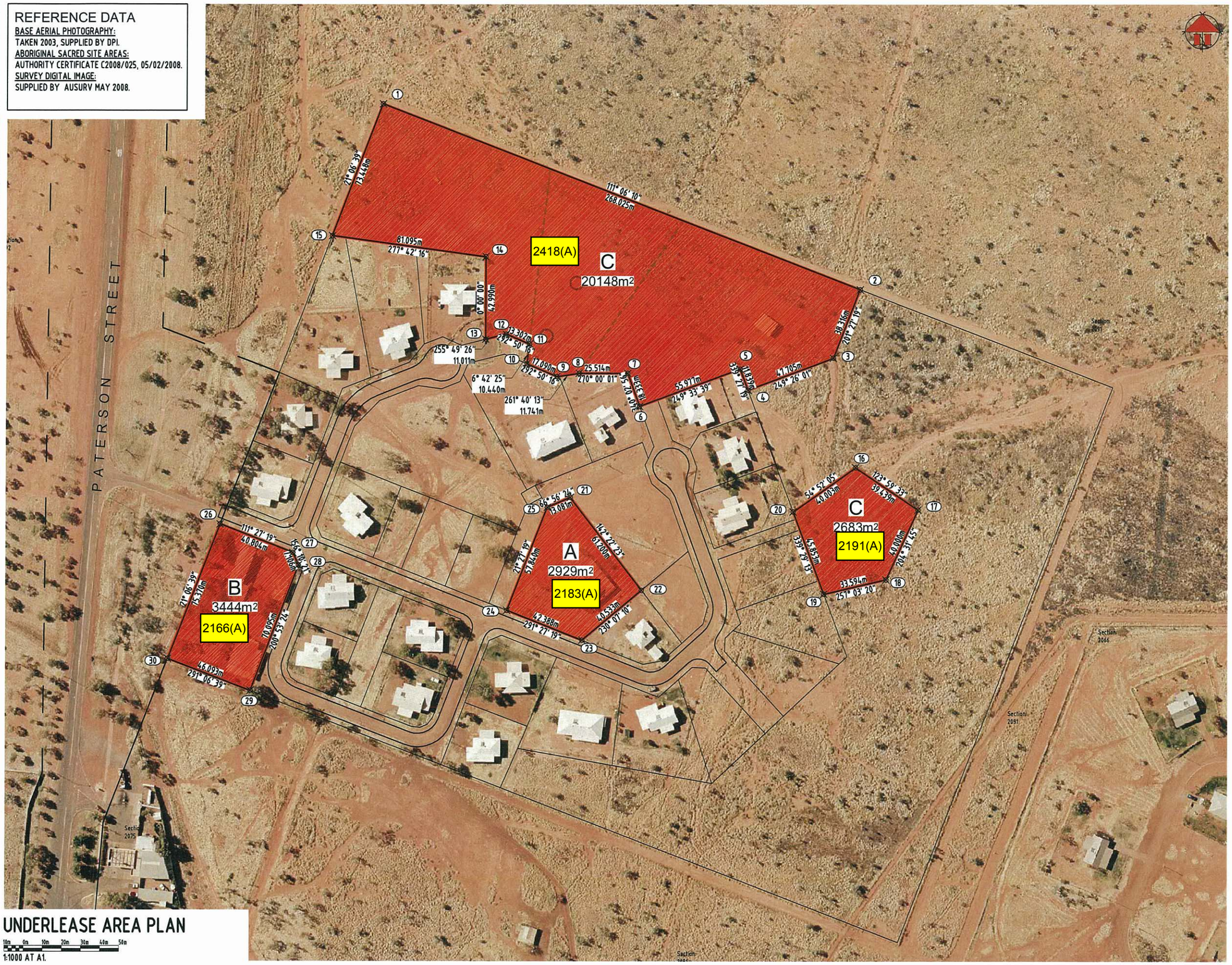
TENNANT CREEK
MARLA MARLA (223)
INFRASTRUCTURE DESIGN PROJECT FOR TENNANT CREEK URBAN LIVING AREAS
CROWN LEASE IN PERPETUITY 01114
LOT 2055 TOWN OF TENNANT CREEK (FROM PLAN 86/102B)

FILE No.	ASSET No.	SHEET No.	DRAWING No.	AMEND.	SHEET SIZE
-	-	- OF -	R08-2034	A	A1

G:\PROJECTS 2008-OPUS\N-D8004 - TENNANT CREEK URBAN LIVING\N-D8004.A01\N-D8004.A0 DRAWINGS\V2_MARLA_MARLA\N-D8004.A2_UNDERLEASE.DWG

REFERENCE DATA

BASE AERIAL PHOTOGRAPHY:
TAKEN 2003, SUPPLIED BY DPI.
ABORIGINAL SACRED SITE AREAS:
AUTHORITY CERTIFICATE C2008/025, 05/02/2008.
SURVEY DIGITAL IMAGE:
SUPPLIED BY AUSURV MAY 2008.



UNDERLEASE AREA PLAN

10m 0m 10m 20m 30m 40m 50m
1:1000 AT A1.

SETTING OUT TABLE

POINT	EASTING	NORTHING
1	415464.900	7828940.000
2	415714.950	7828843.500
3	415700.935	7828807.839
4	415656.270	7828791.081
5	415652.115	7828802.167
6	415599.663	7828782.619
7	415593.407	7828799.852
8	415567.893	7828799.852
9	415556.275	7828798.151
10	415540.525	7828804.784
11	415541.744	7828815.153
12	415529.485	7828820.316
13	415518.809	7828817.619
14	415518.809	7828860.610
15	415438.446	7828871.481
16	415712.791	7828750.654
17	415745.491	7828728.604
18	415728.884	7828692.214
19	415696.143	7828684.689
20	415680.054	7828727.619
21	415563.492	7828735.064
22	415600.856	7828686.593
23	415569.751	7828660.603
24	415530.300	7828676.108
25	415551.457	7828729.940
26	415380.372	7828721.063
27	415418.348	7828706.138
28	415421.219	7828699.638
29	415396.225	7828634.150
30	415353.226	7828650.751

No.	DESCRIPTION	DATE	INIT.
A	ISSUE FOR ADMINISTRATIVE APPPROVAL	09.10.2008	JTL/SGE

AMENDMENTS

OPUS QANTEC McWILLIAM
A.B.N. 79 086 342 065
Level 1, 60 Smith Street
Darwin NT 0801
GPO Box 4083 Darwin NT 0801
Telephone: (08) 8981 7500
Facsimile: (08) 8941 1862
E-Mail: darwin@opusqmcw.com.au
The Association of Consulting Engineers Australia
N-D8004.04

territory housing

DRAWN	CHECKED
SGE/JTL	J.ANTOUN
DATE OCT 2008	DATE OCT 2008
DESIGNED	CHECKED
DATE	DATE
DESIGN PROJECT LEADER	PROJECT OFFICER
DATE	DATE

Northern Territory Government
Department of Planning and Infrastructure

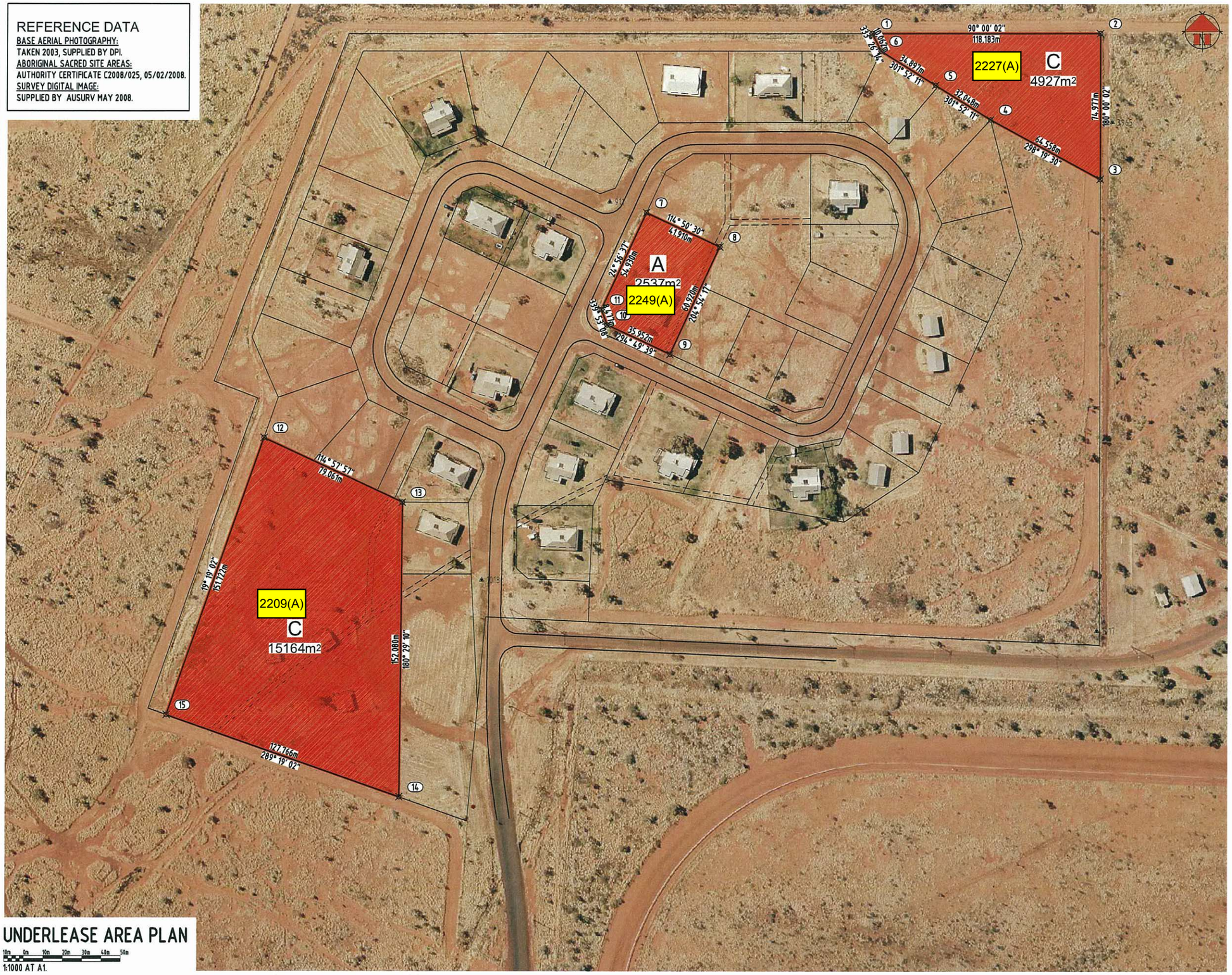
TENNANT CREEK
NGALPA NGALPA (246)
INFRASTRUCTURE DESIGN PROJECT FOR TENNANT CREEK URBAN LIVING AREAS
SPECIAL PURPOSE LEASE 0540 LOT 1271 TOWN OF TENNANT CREEK (FROM PLAN S 80/190)
AND CROWN LEASE TERM 01142 LOT 2125 TOWN OF TENNANT CREEK (FROM PLAN S 96/271)

FILE No.	ASSET No.	SHEET No.	DRAWING No.	AMEND.	SHEET SIZE
-	-	- OF -	R08-2036	A	A1

G:\PROJECTS\2008-OPUS\N-D8004 - TENNANT CREEK URBAN LIVING\N-D8004.04\N-D8004.04 DRAWINGS\MX_NGALPA_NGALPAPLAN-D8004.04_UNDERLEASE.DWG

REFERENCE DATA

BASE AERIAL PHOTOGRAPHY:
TAKEN 2003, SUPPLIED BY DPI.
ABORIGINAL SACRED SITE AREAS:
AUTHORITY CERTIFICATE C2008/025, 05/02/2008.
SURVEY DIGITAL IMAGE:
SUPPLIED BY AUSURV MAY 2008.



SETTING OUT TABLE

POINT	EASTING	NORTHING
1	416108.372	7828668.391
2	416226.555	7828668.390
3	416226.554	7828593.413
4	416169.726	7828624.045
5	416141.299	7828641.718
6	416112.872	7828659.391
7	415991.592	7828576.279
8	416029.625	7828558.672
9	416003.971	7828503.417
10	415971.342	7828518.513
11	415968.427	7828526.472
12	415794.124	7828460.277
13	415865.797	7828426.907
14	415864.507	7828274.832
15	415743.934	7828317.096

UNDERLEASE AREA PLAN

10m 0m 10m 20m 30m 40m 50m
1:1000 AT A1.

No.	DESCRIPTION	DATE	INIT.
A	ISSUE FOR ADMINISTRATIVE APPROVAL	09.10.2008	JTL/SGE

AMENDMENTS

OPUS QANTEC McWILLIAM
A.B.N. 79 086 342 065
Level 1, 60 Smith Street
Darwin NT 0801
GPO Box 4083 Darwin NT 0801
Telephone: (08) 8981 7500
Facsimile: (08) 8941 1862
E-Mail: darwin@opusqmcw.com.au
The Association of Consulting Engineers Australia
N-D8004.05_UNDERLEASE

territory housing

DRAWN	CHECKED
JTL\SGE	J.ANTOUN
DATE OCT 2008	DATE OCT 2008
DESIGNED	CHECKED
DATE	DATE
DESIGN PROJECT LEADER	PROJECT OFFICER
DATE	DATE

Northern Territory Government
Department of Planning and Infrastructure

TENNANT CREEK
WUPPA (684)
INFRASTRUCTURE DESIGN PROJECT FOR TENNANT CREEK URBAN LIVING AREAS
CROWN LEASE PERPETUITY 01123
LOT 2066 TOWN OF TENNANT CREEK (FROM PLAN S 88/37)

FILE No.	ASSET No.	SHEET No.	DRAWING No.	AMEND.	SHEET SIZE
-	-	OF -	R08-2037	A	A1

G:\PROJECTS 2008-OPUS\N-D8004 - TENNANT CREEK URBAN LIVING\N-D8004.05\N-D8004.05 DRAWINGS\05_WUPPA\N-D8004.05_UNDERLEASE.DWG

REFERENCE DATA

BASE AERIAL PHOTOGRAPHY:
TAKEN 2003, SUPPLIED BY DPI.
ABORIGINAL SACRED SITE AREAS:
AUTHORITY CERTIFICATE C2008/025, 05/02/2008.
SURVEY DIGITAL IMAGE:
SUPPLIED BY AUSURV MAY 2008.



SETTING OUT TABLE

POINT	EASTING	NORTHING
1	416372.609	7828706.525
2	416442.392	7828746.813
3	416506.212	7828673.352
4	416466.335	7828649.125
5	416455.241	7828652.129
6	416444.104	7828645.738
7	416440.748	7828633.344
8	416446.087	7828624.039
9	416426.310	7828612.414
10	416610.280	7828553.563
11	416632.983	7828527.430
12	416628.691	7828433.223
13	416603.070	7828431.891
14	416577.584	7828407.108
15	416553.527	7828449.032
16	416571.664	7828460.456
17	416562.834	7828475.866
18	416593.960	7828493.727
19	416573.584	7828532.353
20	416495.750	7828468.174
21	416517.651	7828429.992
22	416462.371	7828394.880
23	416438.994	7828435.618

UNDERLEASE AREA PLAN

10m 0m 10m 20m 30m 40m 50m
1:1000 AT A1.

No.	DESCRIPTION	DATE	INIT.
A	ISSUE FOR ADMINISTRATIVE APPROVAL	09.10.2008	JTL/SGE

AMENDMENTS

OPUS QANTEC McWILLIAM
A.B.N. 79 086 342 065
Level 1, 60 Smith Street
Darwin NT 0801
GPO Box 4083 Darwin NT 0801
Telephone: (08) 8981 7500
Facsimile: (08) 8941 1862
E-Mail: darwin@opusqmcw.com.au
The Association of Consulting Engineers Australia

N-D8004.06_UNDERLEASE

territory housing

DRAWN	CHECKED
SGE\JTL	J.ANTOUN
DATE OCT 2008	DATE OCT 2008
DESIGNED	CHECKED
DATE	DATE
DESIGN PROJECT LEADER	PROJECT OFFICER
DATE	DATE

Northern Territory Government
Department of Planning and Infrastructure

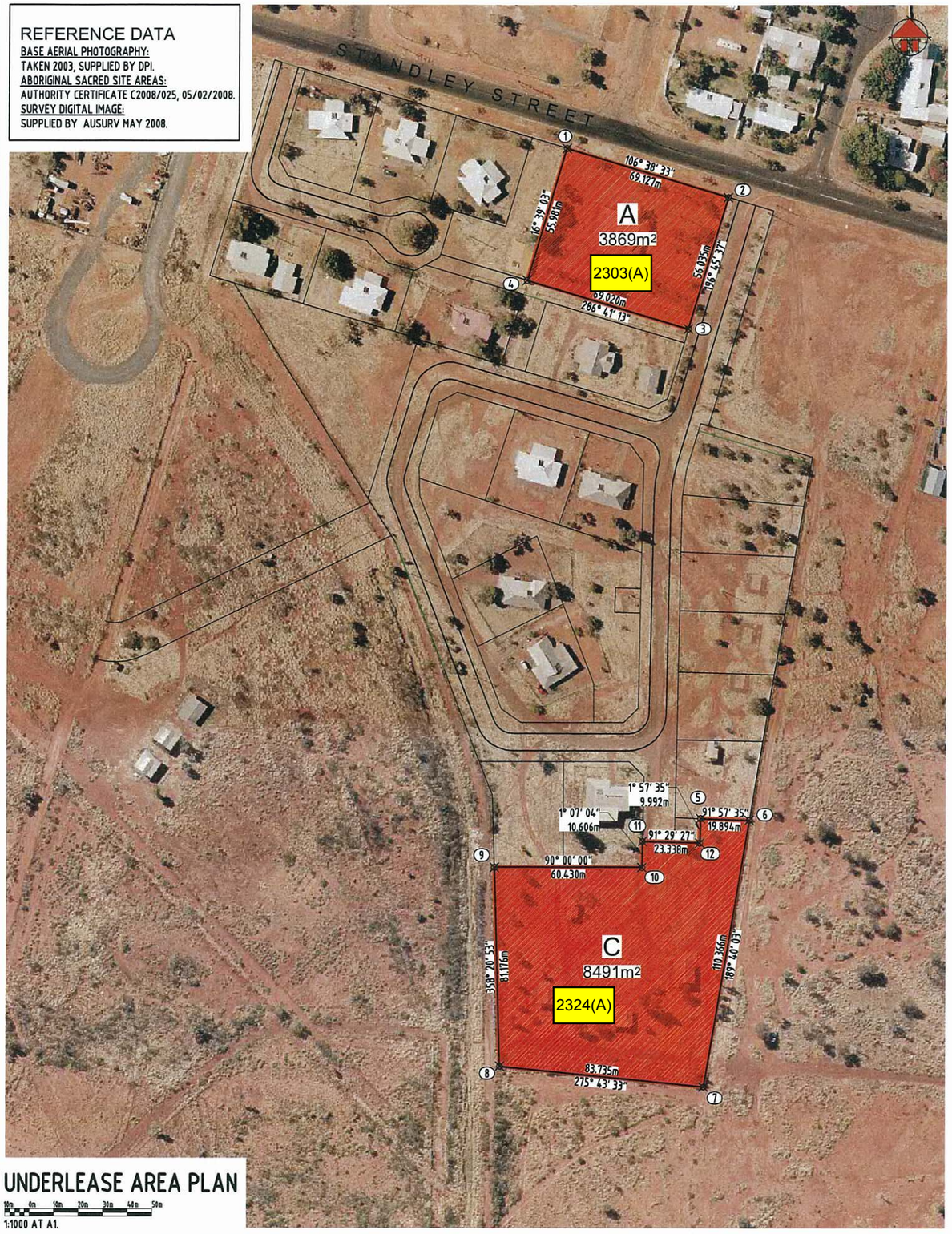
TENNANT CREEK
TINKARLI (681)
INFRASTRUCTURE DESIGN PROJECT FOR TENNANT CREEK URBAN LIVING AREAS
CROWN LEASE PERPETUITY 01122
LOT 2065 TOWN OF TENNANT CREEK (FROM PLAN S 88/37)

FILE No.	ASSET No.	SHEET No.	DRAWING No.	AMEND.	SHEET SIZE
-	-	OF -	R08-2038	A	A1

G:\PROJECTS 2008-OPUS\N-D8004 - TENNANT CREEK URBAN LIVING\N-D8004.69\N-D8004.69 DRAWINGS\N-D8004.66 - TINKARLI\N-D8004.66 - UNDERLEASE.DWG

REFERENCE DATA

BASE AERIAL PHOTOGRAPHY:
TAKEN 2003, SUPPLIED BY DPI.
ABORIGINAL SACRED SITE AREAS:
AUTHORITY CERTIFICATE C2008/025, 05/02/2008.
SURVEY DIGITAL IMAGE:
SUPPLIED BY AUSURV MAY 2008.



UNDERLEASE AREA PLAN

10m 0m 10m 20m 30m 40m 50m
1:1000 AT A1.

SETTING OUT TABLE

POINT	EASTING	NORTHING
1	414467.676	7826579.672
2	414533.907	7826559.874
3	414517.806	7826506.412
4	414451.635	7826526.038
5	414523.376	7826306.579
6	414543.258	7826305.899
7	414524.724	7826197.100
8	414441.407	7826205.454
9	414439.067	7826286.596
10	414499.497	7826286.596
11	414499.704	7826297.200
12	414523.034	7826296.593

No.	DESCRIPTION	DATE	INIT.
	AMENDMENTS		
A	ISSUE FOR ADMINISTRATIVE APPROVAL	09.10.2008	JTL/SGE

OPUS QANTEC McWILLIAM
A.B.N. 79 086 342 065
Level 1, 60 Smith Street
Darwin NT 0801
GPO Box 4083 Darwin NT 0801
Telephone: (08) 8981 7500
Facsimile: (08) 8941 1862
E-Mail: darwin@opusqmcw.com.au
The Association of Consulting Engineers Australia
N-D8004.07

territory housing

DRAWN	SGE\JTL	CHECKED	J.ANTOUN
DATE	OCT 2008	DATE	OCT 2008
DESIGNED		CHECKED	
DATE		DATE	
DESIGN PROJECT LEADER		PROJECT OFFICER	
DATE		DATE	

Northern Territory Government
Department of Planning and Infrastructure

TENNANT CREEK
VILLAGE AND SORRY CAMP (271)
INFRASTRUCTURE DESIGN PROJECT FOR TENNANT CREEK URBAN LIVING AREAS
CROWN LEASE PERPETUITY 01192 LOT 1004 TOWN OF TENNANT CREEK (FROM PLAN B 000314)
AND CROWN LEASE IN PERPETUITY 01113 LOT 2057 TOWN OF TENNANT CREEK (FROM PLAN S86/102A)

FILE No.	ASSET No.	SHEET No.	DRAWING No.	AMEND.	SHEET SIZE
-	-	C00.00 OF -	R08-2039	A	A1

G:\PROJECTS 2008-OPUS\N-D8004 - TENNANT CREEK URBAN LIVING\N-D8004.06 N-D8004.07 DRAWINGS\07 - VILLAGE & SORRY CAMP\N-D8004.07 - VILLAGE CAMP\N-D8004.07 - DWGS ETC\N-D8004.07-UNDERLEASE.DWG

312147

Lodged at the Registrar General's Office

on 6.7.94 at 10:44:19

by.....

Duplicate title to.....

312147

NORTHERN TERRITORY OF AUSTRALIA

NOTICE OF A RIGHT TO A GRANT OF AN INTEREST

The Minister, under the *Crown Lands Act*, lodges with the Registrar-General details of the means by which the right of a grant of an interest in land arose for the purpose of creating a folio in the register

	Location	Parcel	Area	Plan
Land	Tennant Creek	Lot 2066	14.62 ha	S88/37

Details of the Interest	Crown Lease Perpetual No. 1123
Commencing	The 29 day of June 1994
Expiring	In perpetuity
Person who possesses the right to a grant	Name: Julalikari Housing Incorporated Address: 13 Maloney Street, Tennant Creek NT
Means by which the right to grant arose	Sections 9(1), 10(1) and 12(3) of the *Crown Lands Act*
Easements	Nil

Reservations

1. Reservation of right of entry and inspection.

2. Reservation of all minerals, mineral substances and ores in or under the land including gems, stones, sands, valuable earths and fossil fuels.

3. Reservation of power of resumption.

Provisions

1. The purpose of the lease ("the lease purpose") is Aboriginal Residential Complex (Wuppa).

2. The annual rent for the lease will be ten (10) cents if and when demanded.

3. If the rent referred to in provision 2 is unpaid for six months or more, the lease shall be liable to be forfeited.

4. This lease is granted under and subject to the said Act and the Regulations for the time being in force thereunder, and is conditional upon compliance by the Lessee with the covenants and conditions to be complied with by the Lessee, and will, subject to the said Act and the Regulations, be liable to be determined and forfeited for non-compliance with any such covenant or condition.

Viewed at 15:11:31 on 01/11/2016 by 32GPL.

5. The Lessee, having paid all rent due to be paid by the Lessee may at any time surrender the lease in the manner prescribed under the Act.

6. For the purposes of sections 58 and 59 of the Act the Lessee agrees that the Minister may at his absolute discretion determine the Lessee's rights in improvements and whether compensation is payable for improvements following surrender, expiry, termination or forfeiture of this lease.

Conditions and Covenants

1. Subject to the Act the Lessee will not use the land for a purpose other than the lease purpose.

2. The Lessee will pay rates and taxes which may at any time become due in respect of the leased land.

3. The Lessee will pay the rent annually in advance.

4. The Lessee will at all times maintain and repair and keep in repair all improvements to the value of five hundred thousand dollars ($500,000) on the land to the satisfaction of the Minister.

5. All development will be in accordance with any Planning Instrument and or any Instrument of Determination issued under the Planning Act affecting the land the subject of the lease.

6. The Lessee will, in respect of land included in the lease, ensure that at all times and to the satisfaction of the Minister, the land is kept clean, tidy and free from weeds, debris, dry herbage, rubbish, carcasses of animals and other unsightly or offensive matter and harbour for insects, pests and the breeding of mosquitoes.

7. The Lessee covenants with the Minister that if the Lessee fails to observe and carry out or to cause to be observed or carried out the requirements of condition 6 above, the Territory will have a right to enter onto the leased premises and do all things necessary to that end and the expense and cost thereof (as determined by the Minister) will be borne and payable by the Lessee on demand.

8. The Lessee will at all times maintain and repair and keep in repair the whole of the boundary fence of the leased land to the satisfaction of the Minister.

   In addition the Lessee will share the cost of erecting a 1.83m fence for a total length of 1577m surrounding Lot 1274, Town of Tennant Creek, on a 50/50 share basis with the Tennant Creek Town Council.

9. That all electrical reticulation, water reticulation and sewerage will conform at all times with the appropriate by-laws, standards and specifications of the Power and Water Authority.

10. That the leased land will be dust suppressed and adequately drained for stormwater and all such drainage will conform at all times with the appropriate by-laws, standards and specifications of the Department of Transport and Works and the Town Engineer, Tennant Creek Town Council.

11. The access to the leased land will be constructed in accordance with plans and specifications previously submitted to and approved by the Tennant Creek Town Council.

18.7.94 12.32
Registered on ..... NORTHERN TERRITORY OF AUSTRALIA REGISTRAR GENERAL

.....(Date) 27/6/94
Signed by John Leonard Baskerville
Delegate of the Minister

Witness.....

NORTHERN TERRITORY OF AUSTRALIA

DEPARTMENT OF LANDS, HOUSING AND LOCAL GOVERNMENT

Telephone 515736

Our Ref CLT1123

Your Ref jw

PO Box 1596
ALICE SPRINGS NT 0871
Facsimile: (089) 51 5360

Registrar-General
Department of Law
GPO Box 3021
DARWIN NT 0801

Attention: Phil Timney

Attached for registration is a Notice of a Grant of an Interest to issue a Crown Lease Perpetual over Lot 2066, Town of Tennant Creek.

Lot 2066 was previously held under Crown Lease Term No. 748, the appropriate surrender is attached.

Lot 2066 is not subject to a claim under the Aboriginal Land Rights Act.

Survey plan S88/037 refers.

JOHN WHITING
Property Client Services
July, 1994

LAB A/S
A/S BAG
7496/94

AGENT FOR THE NORTHERN TERRITORY HOUSING COMMISSION

Viewed at 15:11:31 on 01/11/2016 by 32GPL.

FORM 44 Section 191B

R No. 364710 **NORTHERN TERRITORY OF AUSTRALIA**

LODGED AT THE REGISTRAR-GENERAL'S OFFICE

ON 26/11/96	AT 11:38:54
BY Office of Business Affairs	CORRECTION TO .....
FEE	RECEIPT .....

MEMORANDUM FOR PURPOSES OF STATUTORY RESTRICTIONS NOTICE

Notice is given that dealing with or use or occupation of the land described is restricted by virtue of the statutory authority and to the extent as specified below and the applicant requests that the restriction be recorded in the Register.

LAND	Register	Volume	Folio	Location	Parcel	Plan	Unit
	CUCL	371	161	TENNANT CREEK	LOT 2066	S88/37	

STATUTORY AUTHORITY IMPOSING THE RESTRICTION	Section 26A *Associations Incorporation Act*	Date:
EXTENT OR NATURE OF RESTRICTION	Prescribed Property	

SIGNED by **BARBARA VIVIEN BRADSHAW**, Delegate of the Attorney-General for the **NORTHERN TERRITORY OF AUSTRALIA** this day of 199 in the presence of:

.....
Witness

Robert John Chamberlain
Commissioner for Oaths
C/- Northern Territory
Attorney-General's Department

26/11/96 ..... 11.53 .....
Registered on At

Our Ref:LC96 0515/C9601803

.....
Correct for the purposes of the *Real Property Act.* A Practitioner of the Supreme Court of the Northern Territory of Australia

C9601803.DOC

364710

25/11/96

DEALING LODGEMENT FORM

A310

LANDS TITLES OFFICE
Nichols Place
G.P.O. Box 3021
DARWIN, N.T. 0801

CENTREPOINT BUILDING
P.O. Box 8043
ALICE SPRINGS
N.T. 0871

(A) Name and Address of Lodging Party

OFFICE OF BUSINESS AFFAIRS

No.	(B) Description of Instrument or Document	Registered Number	Fee
1	RESTRICTION NOTICE	364710	

To lodge documents for registration
1. Complete panel (A) to (D)
2. Present documents in the sequence listed.

(C) Titles, crown leases, duplicate instruments and other documents lodged with the above dealings:

1. NO TITLE LODGED
2.

NOTES: Duplicate titles and instruments will be returned to the lodging party unless otherwise instructed in panel (D) below.
Additional fees are payable for documents lodged with the above dealings:

(D) Delivery instructions for documents not to be returned to lodging party:

Cheque No.....	SUB - TOTAL	
Cash.....	CERTIFIED MAIL	
Other.....	**TOTAL**	NIL

CODE 1 =
CODE 11 =
CODE 9 =

Government Printer of the Northern Territory 36-33

[redacted]

[redacted]

DEALING LODGEMENT FORM

LANDS TITLES OFFICE
Nichols Place
G.P.O. Box 3021
DARWIN, N.T. 0801

CENTREPOINT BUILDING
P.O. Box 8043
ALICE SPRINGS
N.T. 0871

(A) Name and Address of Lodging Party

No.	(B) Description of Instrument or Document	Registered Number	Fee
1	[illegible]	[illegible]	

To lodge documents for registration
1. Complete panel (A) to (D)
2. Present documents in the sequence listed.

(C) Titles, crown leases, duplicate instruments and other documents lodged with the above dealings:

1. NO TITLE LODGED
2.

NOTES: Duplicate titles and instruments will be returned to the lodging party unless otherwise instructed in panel (D) below.
Additional fees are payable for documents lodged with the above dealings:

(D) Delivery instructions for documents not to be returned to lodging party:

Cheque No. ..... SUB - TOTAL

Cash..... CERTIFIED MAIL

Other..... **TOTAL** NIL

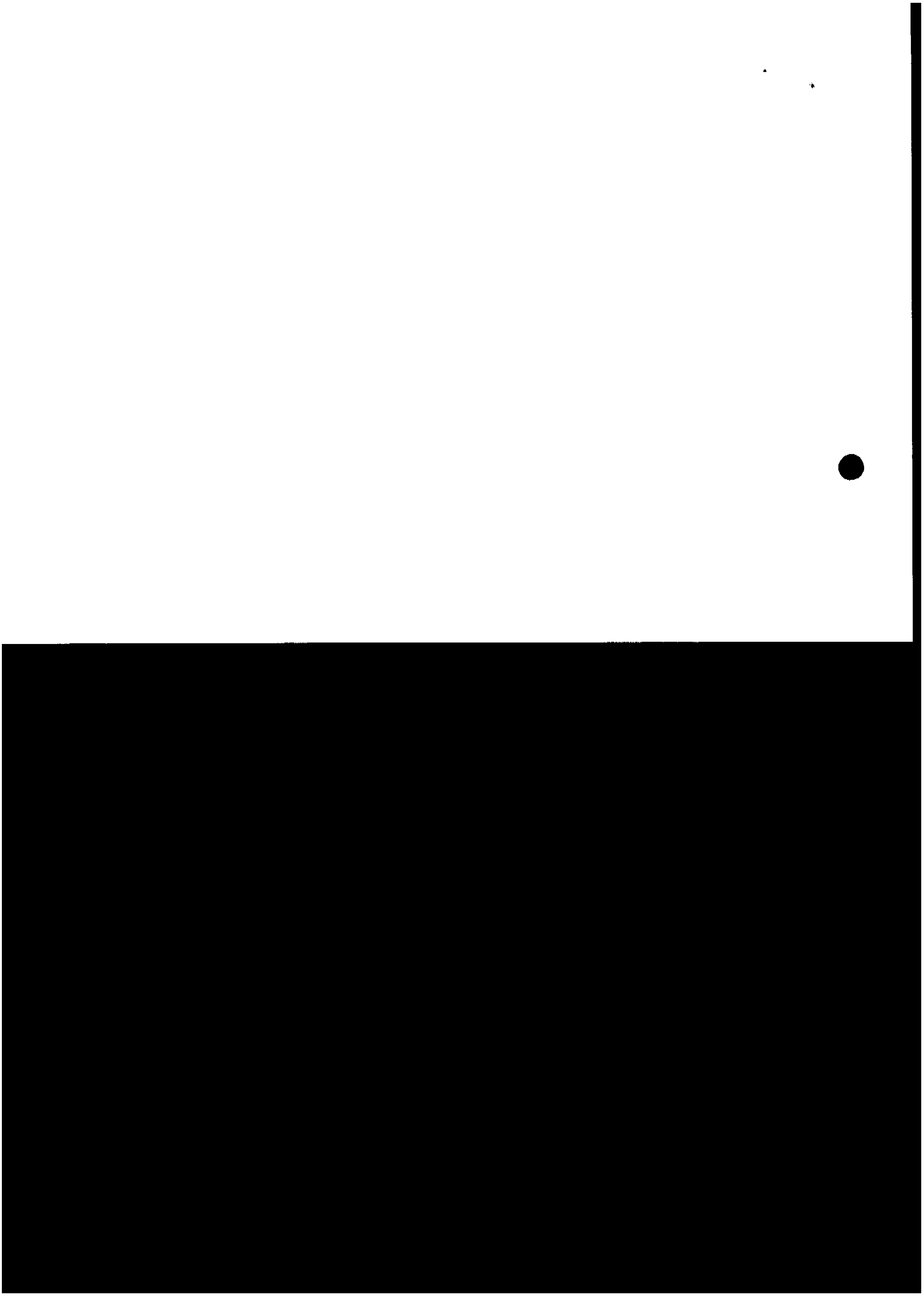
CODE 1 =

CODE 11 =

CODE 9 =

Government Printer of the Northern Territory 36-33

[redacted]



Date Registered: 18/07/1994 **Volume** 371 **Folio** 161
Duplicate Certificate as to Title issued? Yes

SEARCH CERTIFICATE

CROWN LEASE IN PERPETUITY 01123

Lot 2066 Town of Tennant Creek from plan(s) S 88/37
Area under title is 14 hectares 6200 square metres

Owner:
Julalikari Housing Incorporated
of 13 Maloney Street, Tennant Creek NT 0860

Registered Date	Dealing Number	Description
		Previous title is **Volume** 371 **Folio** 019
26/11/1996	364710	Statutory Notice - Prescribed Property
18/07/1994	312147	Notice of a Right to a Grant of Interest

End of Dealings

IMPORTANT MESSAGE: This title information is compiled from the paper register and may be incomplete. Please refer to the scanned image of the paper title for further details. Contact Land Titles Office staff for assistance.

Commencement Date: 29th June, 1994

Expiry Date: In Perpetuity

Reservations:

1. Reservation of right of entry and inspection.

2. Reservation of all minerals, mineral substances and ores in or under the land including gems, stones, sands, valuable earths and fossil fuels.

3. Reservation of power of resumption.

Provisions:

1. The purpose of the lease ('the lease purpose') is Aboriginal Residential Complex (Wuppa).

2. The annual rent for the lease shall be ten (10) cents if and when demanded.

3. If the rent referred to in provision 2 is unpaid for six months or more, the lease shall be liable to be forfeited.

4. This lease is granted under and subject to the Crown Lands Act and the Regulations for the time being in force thereunder, and is conditional upon compliance by the Lessee with the covenants and conditions to be complied with by the Lessee, and shall, subject to the Crown Lands Act and the Regulations, be liable to be determined and forfeited for non-compliance with any such covenant or condition.

5. The Lessee, having paid all rent due to be paid by the Lessee may at any time surrender the lease in the manner prescribed under the Crown Lands Act.

6. For the purposes of sections 58 and 59 of the Crown Lands Act the Lessee agrees that the Minister may at his absolute discretion determine the Lessee's rights in improvements and whether compensation is payable for improvements following surrender, expiry, termination or forfeiture of this lease.

Conditions and covenants:

Date Registered: 18/07/1994 **Volume** 371 **Folio** 161

Duplicate Certificate as to Title issued? Yes

1. Subject to the Crown Lands Act the Lessee will not use the land for a purpose other than the lease purpose.

2. The Lessee will pay rates and taxes which may at any time become due in respect of the leased land.

3. The Lessee will pay the rent annually in advance.

4. The Lessee will at all times maintain and repair and keep in repair all improvements to the value of five hundred thousand dollars ($500,000) on the land to the satisfaction of the Minister.

5. All development will be in accordance with any Planning Instrument and or any Instrument of Determination issued under the Planning Act affecting the land subject of the lease.

6. The Lessee will, in respect of land included in the lease, ensure that at all times and to the satisfaction of the Minister, the land is kept clean, tidy and free from weeds, debris, dry herbage, rubbish, carcasses of animals and other unsightly or offensive matter and harbour for insects, pests and the breeding of mosquitoes.

7. The Lessee covenants with the Minister that if the Lessee fails to observe and carry out or to cause to be observed or carried out the requirements of conditon 6 above, the Territory will have a right to enter onto the leased premises and do all things necessary to that end and the expense and cost thereof (as determined by the Minister) will be borne and payable by the Lessee on demand.

8. The Lessee will at all times maintain and repair and keep in repair the whole of the boundary fence of the leased land to the satisfaction of the Minister.

In addition the Lessee will share the cost of erecting a 1.83m fence for a total length of 1577m surrounding Lot 1274, Town of Tennant Creek, on a 50/50 share basis with the Tennant Creek Town Council.

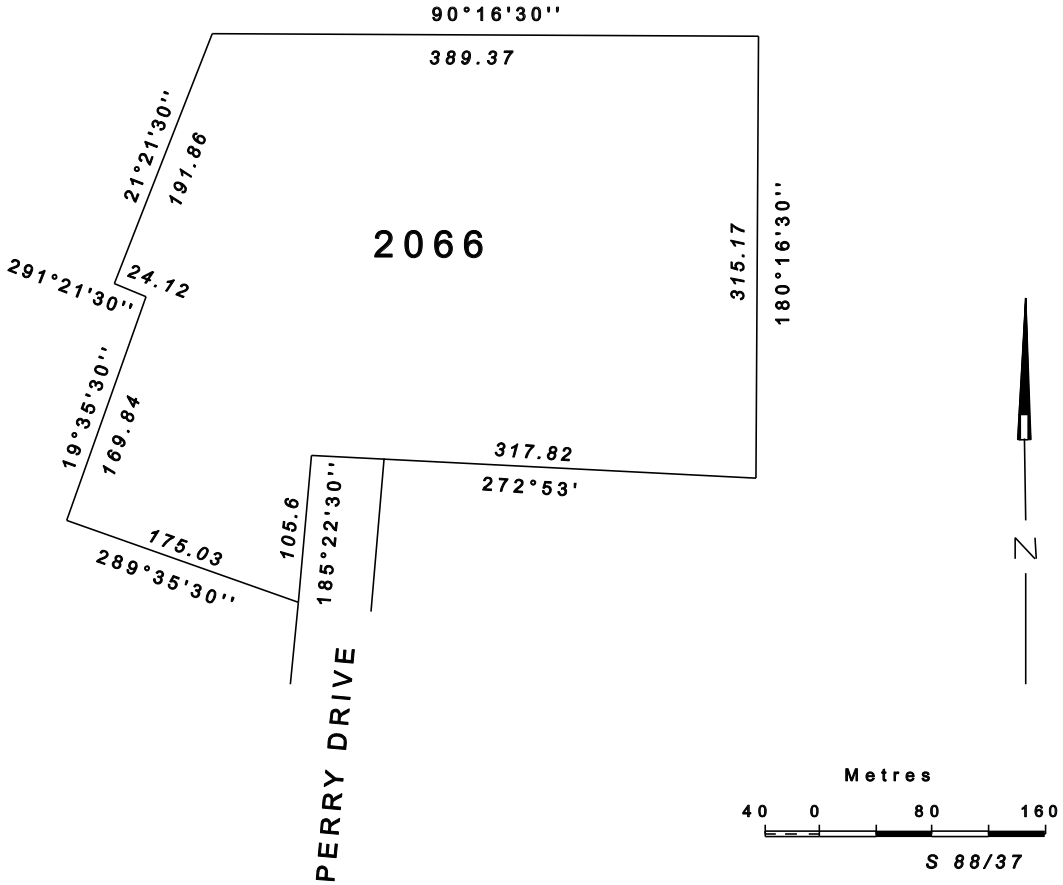
9. That all electrical reticulation, water reticulation and sewerage will conform at all times with the appropriate by-laws, standards and specification of the Power and Water Authority.

10. That the leased land will be dust suppressed and adequately drained for stormwater and all such drainage will conform at all times with the appropriate by-laws, standards and specifications of the Department of Transport and Works and the Town Engineer, Tennant Creek Town Council.

11. The access to the leased land will be constructed in accordance with plans and spectifications previously submitted to and approved by the Tennant Creek Town Council.

Date Registered: 18/07/1994 **Volume** 371 **Folio** 161

Duplicate Certificate as to Title issued? Yes



NORTHERN TERRITORY OF AUSTRALIA

Record of Administrative Interests and Information

Record of Administrative Interests and Information
The information contained in this record of Administrative Interests only relates to the below parcel reference.

Parcel Reference: Lot 02066 Town of Tennant Creek plan(s) S 88/37

(See section 38 of the Land Title Act)

Note: The Record of Administrative Interests and Information is not part of the Land Register and is not guaranteed by the Northern Territory of Australia, and the NT Government accepts no Liability for any omission, misstatement or inaccuracy contained in this statement.

Registrar General

Government Land Register
(none found)

Custodian - Registrar General (+61 8 8999 6252)

Current Title
CUFT 371 161 (order 1)

Tenure Type
CROWN LEASE IN PERPETUITY 1123

Tenure Status
Current

Area Under Title
14 hectares 6200 square metres

Owners
Julalikari Housing Incorporated
13 Maloney Street, Tennant Creek NT 0860

Easements
(none found)

Scheme Name
(none found)

Scheme Body Corporate Name
(none found)

Reserved Name(s)
(none found)

Unit Entitlements
(none found)

Transfers
(none found)

Tenure Comments
(none found)

Historic Titles
CUFT 371 019 (order 1)
CUCL 201 093 (order 1)
Visit the website http://www.nt.gov.au/justice/bdm/land_title_office/

Custodian - Surveyor General (+61 8 8995 5362)

Address
91 PERRY DR, TENNANT CREEK

Survey Plan
S 88/037

Survey Status
Approved

Parcel Status
CURRENT

Parcel Area
14 hectares, 6200 square metres

Map Reference
Code 730 Scale 2500 Sheet 23.33

Parent Parcels
Lot 00294 Town of Tennant Creek plan(s) A 000404
Lot 01142 Town of Tennant Creek plan(s) S 73/028

Parcel Comments
PROP SUB'N FOR JULALIKARI COUNCIL INTO LOTS 2065 AND 2066 VIDE S88/37. SEE S2008/27 LOTS 2206(A) TO 2257(A) ALLOCATION OF ADMIN PARCELS AT WUPPA TOWN CAMP LOT 2066 TENNANT CREEK

Survey Comments
(none found)

Proposed Easements
(none found)

Municipality
BARKLY SHIRE

Region
BARKLY

Custodian - Valuer General (+61 8 8943 9193)

Owner's Last Known Address
Department of Housing, PROPERTY RATES OFFICER, GPO BOX 4621, DARWIN NT 0801

Parcels in Valuation
Lot 02066 Town of Tennant Creek

Unimproved Capital Value
$135,000 on 01/07/2015
$133,000 on 01/07/2012
$102,500 on 01/07/2010
$56,000 on 01/07/2004
$66,000 on 01/07/2001
$66,000 on 01/07/1998
$63,000 on 01/07/1995
$63,000 on 01/07/1992
$72,000 on 01/01/1990
$63,000 on 01/01/1987

Valuation Improvements
01/02/1996 Demountable/donga x 8
01/02/1996 House x 20
21/09/1989 Land

Custodian - Property Purchasing (+61 8 8999 6631)

Acquisitions
(none found)

Custodian - Building Advisory Service (+61 8 8999 8965)

Building Control Areas

BBTEN001 - Building Control Area	TENNANT CREEK BUILDING AREA

Building Permits

Application Number:	13 of 15
Description:	DWELLING SITE 11
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	0 square metres
Certification:	Single Dwelling - Full Code - *issued on* 19/09/2002

Visit the website http://www.nt.gov.au/building/

Custodian - Town Planning and Development Assessment Services (+61 8 8999 6046)

Planning Scheme Zone
CL (Community Living)

Interim Development Control Orders
(none found)

Planning Notes
(none found)

Planning Applications

File Number
PA1990/0212

Type
Development

Date Received
26/04/1990

Application Purpose
COMMUNITY FACILITY THIS SITE IS STUART HIGHWAY

Application Status
Approved

Other Affected Parcels
(none found)

Instrument Signed
28/05/1990

Instrument Number
DV3824

Instrument Issued
Signed

Instrument Status
Completed

File Number
PA1988/0347

Type
Subdivision

Date Received
08/07/1988

Application Purpose
TWO ABORIGINAL LIVING AREAS PLUS ACCESS AREA THIS AREA WAS SUBDIVIDED FROM VCL. PROPOSED LOTS ARE 2066 AND 2065.

Application Status
Approved

Other Affected Parcels
Lot 02065 Town of Tennant Creek

Instrument Signed
28/02/1989

Instrument Number
S01091

Instrument Issued
Signed

Instrument Status
Completed

File Number
PA1988/0141

Type
Planning Scheme Amendment

Date Received
14/03/1988

Application Purpose
FU TO S2

Application Status
Completed

Other Affected Parcels
Lot 02065 Town of Tennant Creek

Instrument Signed

Instrument Number

Instrument Issued
Not Complete

Instrument Status
Completed

Custodian - Power and Water Corporation (1800 245 092)

Meters on Parcel

Power Water - Electricity	15
Power Water - Water	2

For Account balances, contact the Power and Water Corporation.

Custodian - Pool Fencing Unit (+61 8 8924 3641)

Swimming Pool/Spa Status
(none found)

For more information, contact the Pool Fencing Unit (+61 8 8924 3641).

Custodian - Mines and Energy (+61 8 8999 5322)

For information on possible Exploration Licences, contact Mines & Energy or visit the website http://www.nt.gov.au/d/Minerals_Energy/

For information on possible Petroleum Titles, contact Mines & Energy for further details.

Custodian - NT Environment Protection Authority (+61 8 8924 4218)

Results of site contamination assessment
(none found)

For further information contact Environment Protection Authority or visit the website https://ntepa.nt.gov.au/waste-pollution/contaminated-land

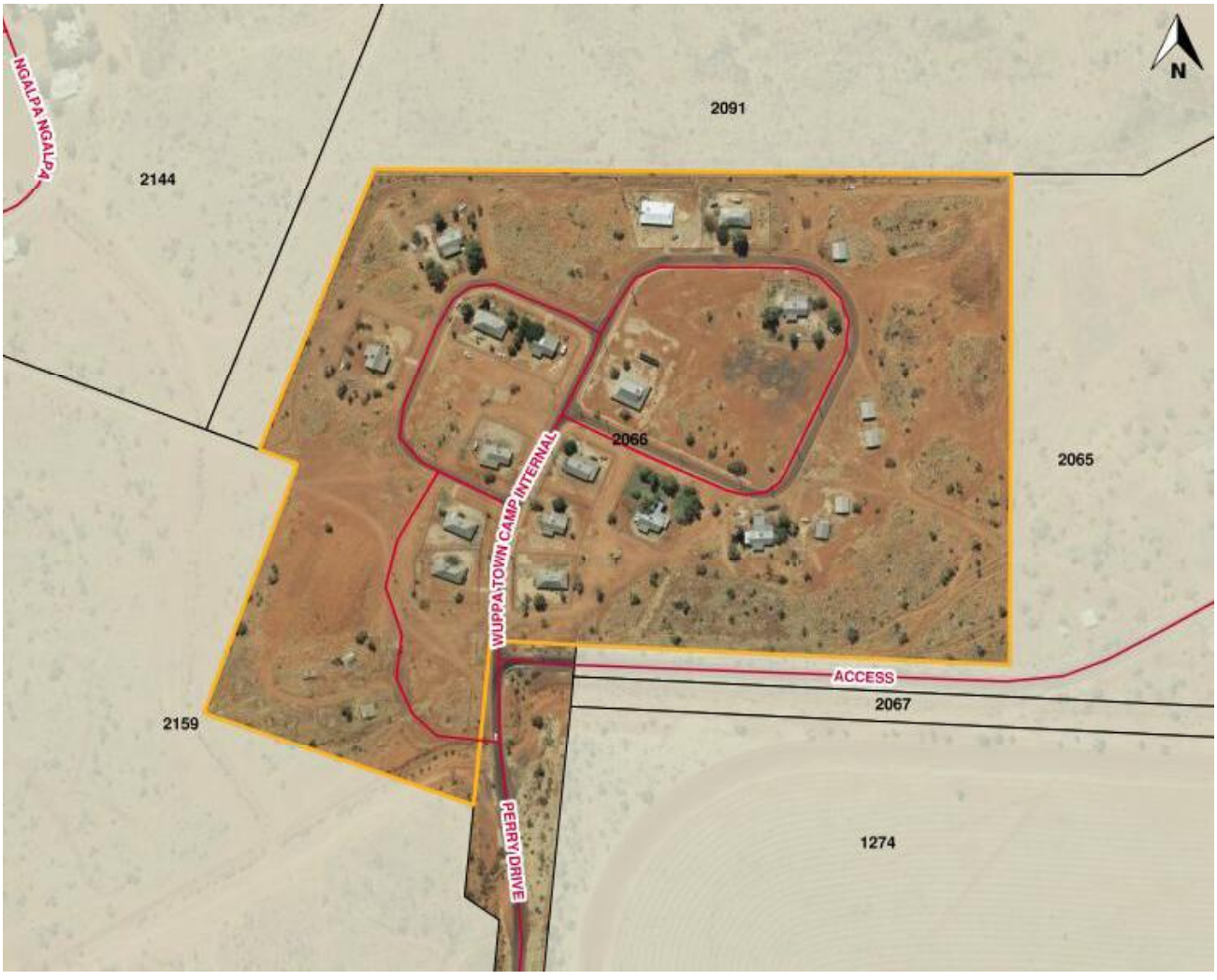
Custodian - Heritage Branch (+61 8 8999 5039)

Heritage Listing:
(none found)

For further information on heritage places contact Heritage Branch or visit the website http://www.dlpe.nt.gov.au/heritage

Other Interests

For Account balances, contact Barkly Shire Council



Akngwertnarre

Form 31

Section 65

Land Title Act

REGISTRAR-GENERAL'S DIRECTIONS

NORTHERN TERRITORY OF AUSTRALIA

DL00728333D

Not liable to stamp duty in the Northern Territory
for Commissioner of Territory Revenue
24/3/10

(NOTE 1)

LEASE

Dealing Number: 728333 Lodged 08/06/2010 at 16:04:36
Dealing Type: LS By CASH
Volume 622 Folio 176 Fee $ 155.00 Receipt 347417

The owner leases to the tenant the land described and the tenant accepts this lease of the land for the term and at the rent stipulated and subject to the covenants and conditions contained below or on the back of this document and acknowledges the amount payable or other consideration for the lease. (NOTES 2 – 3)

Register	Volume	Folio	Location	Lot Description	Plan	Unit
CUFT	622	176	Town of Alice Springs	Lot 5150	S77/035	N/A

(NOTE 4)

INTEREST BEING LEASED: The whole of the Land described in Item 1 of the Schedule to this Sublease and shown on the plan at Annexure 1 to this Sublease, being Lot 5150 Town of Alice Springs on plan S77/035. (NOTE 5)

MARKET RENT UNDER THE LEASE	$1.10 if demanded	GST Amount	$0.10
OTHER CONSIDERATION (Include Nil or Nominal Rent)	Nil	GST Amount	Nil

(NOTE 6)

OWNER: Akngwertnarre Association Incorporated (NOTE 7)

TENANT: Name: Executive Director of Township Leasing
Address: Centraplaza, 16 Bowes Street, Woden ACT 2606 (NOTE 8)

TENANCY: Joint Tenants/Tenants in Common (Shareholding) Not applicable (NOTE 9)

TERM OF LEASE	Commencing:	Expiring:	Right of Renewal:
	3/12/2009	2/12/2019	No

(NOTE 10)

CONSENTS: Nil (NOTE 11)

See Attached Execution Clause.....
SIGNED by the Owner
on (Date) .....
In the presence of:
.....
Qualified Witness:
.....
.....

See Attached Execution Clause .....
SIGNED by the Tenant
on (Date) .....
In the presence of:
.....
Qualified Witness:
.....
.....

(NOTE 12)

Registered on 9-6-2010

NORTHERN TERRITORY OF AUSTRALIA REGISTRAR GENERAL 09

CONSENT OF INTEREST HOLDERS

Instrument type: .....

Instrument No: .....

Name of Parties: .....

.....

I the registered proprietor of the interest shown above consent to the registration of this instrument.

Signed: .....

(Date): .....

In the presence of:

.....

Name of Qualified Witness: .....

Address or Telephone No.: .....

Instrument type: .....

Instrument No: .....

Name of Parties: .....

.....

I the registered proprietor of the interest shown above consent to the registration of this instrument.

Signed: .....

(Date): .....

In the presence of:

.....

Name of Qualified Witness: .....

Address or Telephone No.: .....

COVENANTS

It is hereby covenanted by and between the owner and the tenant as follows:

☐ To comply with the provisions contained in Memorandum of Common Provisions recorded in the Register as LTO No. .....

☑ The conditions and covenants implied by Sections 117 & 119 *Law of Property Act* ~~shall~~/shall not apply. (delete one)

☑ To comply with the provisions annexed to this lease.

SCHEDULE OF NOTES

1. A lease signed on or after 1 July 2006 is required to be stamped by the Commissioner of Taxes where (i) there is no consideration, or (ii) the consideration is nominal, or (iii) there is valuable consideration other than rent under the lease.
2. This form may be lodged in triplicate. The original must be typed or completed in ink or biro. The duplicate and triplicate may be a copy of the original but the signatures of all parties and their witnesses must be in ink or biro on the original, duplicate and triplicate. If the words "owner" and "tenant" are considered in appropriate other words (lessor/lessee) may be used. Alterations to information entered on the form should be crossed out (nor erased or obliterated by painting over) and initialled by the parties.
3. If there is insufficient space in any panel use the space above or an annexure sheet (Form 95).
4. Volume and Folio references must be given together with a description of the location, the lot number and unit plan number if applicable. If a certificate as to title has been issued it must be produced.
5. Insert whole of the land or if part of a lot the instrument of lease must also include a sketch plan identifying the part of the lot drawn to a standard to the Registrar-General's satisfaction, if required by the Registrar-General, a plan of survey identifying the part of the lot; or if required by the *Planning Act*, consent under Part 5 of the *Planning Act*.
6. Pursuant to Section 66 (1)(c) of the *Land Title Act* state whether the rent under the lease is market rent, or nil or nominal rent. Market rent means any rent that is not nominal. A lease for nil or nominal rent or other consideration must show the imprint of the Commissioner of Taxes. For the GST amount, if the lease is subject to the margin scheme and the GST amount is unknown insert "margin scheme" in the box provided. Show the words "Nil" or "Not applicable" if not subject to rent or other consideration.
7. Insert full name. Address is not required.
8. Insert full name and an address for the service of notices. The address can be a postal address.
9. If two or more tenants, state whether as joint tenants or tenants in common. If tenants in common, specify shares. If no tenancy is stated, the Registrar-General must register the co-owners as tenants in common pursuant to Section 57(2) of the *Land Title Act*.
10. Insert first day of the lease, last day of the lease and whether a right of renewal ("Yes" or "No").
11. Consents by mortgagee should be provided. A lease or amendment of a lease executed after registration of a mortgage of a lot is valid against the mortgagee only if the mortgagee consents to the lease or amendment before its registration. A lease which has not been consented to by a prior mortgagee will not be protected in the event of the mortgagee exercising the power of sale.
12. Persons who may witness this document are a Commissioner for Oaths, a member of the Legislative Assembly, a legal practitioner within the meaning of the *Legal Practitioners Act*, a person holding office under the *Supreme Court Act*, the *Justices Act*, the *Local Court Act* or the *Registration Act*, a member of the Police Force, a person licensed as a conveyancing agent or real estate agent under the *Agents Licensing Act*, a Notary Public and any other person approved by the Registrar-General.

    A witness to an instrument executed by an individual must first:

    - take reasonable steps to ensure that the individual is the person entitled to sign the instrument;
    - have the individual execute the document in the presence of the witness;
    - not be a party to the instrument; and
    - if witnessing more than one signature, clearly state that he/she has witnessed more than one signature. (ie I have witnessed the two signatures appearing above).

    After signing, witnesses must legibly write, type or stamp their names and contact address or telephone number below their signature.

    For a corporation, an instrument must be executed in a way permitted by law or sealed with the corporation's seal in accordance with the *Law of Property Act*, Section 48.

    For witnessing of instruments executed outside the Northern Territory refer to Schedule 1 of the *Land Title Act* and the Registrar-General's Directions.

PRIVACY STATEMENT – LAND REGISTER FORMS

The Registrar-General's Office is authorised by the *Land Title Act* to collect the information on this form for the establishment and maintenance of the Land Register, which is made available for search by any person, anywhere, including through the Internet, upon payment of a fee. The information is regularly provided to other NT Government agencies, the Australian Valuation Office, local governments, the Australian Bureau of Statistics, the Australian Taxation Office or other Commonwealth Agencies as required or authorised by law, and some private sector organisations for conveyancing, local government, valuation, statistical, administrative and other purposes. The Department of Planning and Infrastructure also uses the information to prepare and sell or licence property sales reports to commercial organisations concerned with the development, sale or marketing of property.

Failure to provide the information in full or in part may prevent your application or transaction being completed.

Your personal information provided on this form can be subsequently accessed by you on request. If you have any queries please contact the Deputy Registrar-General on 8999 5318.

Viewed at 12:10:06 on 26/10/2016 by 32GPL.

MINISTER FOR PLANNING AND LANDS

PARLIAMENT HOUSE
STATE SQUARE
DARWIN NT 0800

GPO BOX 3146
DARWIN NT 0801
TELEPHONE: (08) 8901 4047
FACSIMILE: (08) 8901 4169

Akngwertnarre Association Inc.
C/- Tangentyere Council
PO Box 8070
ALICE SPRINGS NT 0871

Attention: David Donald, Housing Manager

Dear Mr Donald

I hereby consent for a sublease to be registered against Special Purposes Lease 438 held by Akngwertnarre Association Inc.

I am pleased to advise that, in accordance with my power under section 6 of the *Special Purposes Leases Act* I consent to the registration of the following sublease on Special Purposes Lease 438.

Proposed Lessee:	Executive Director of Township Leasing
Tenement:	Lot 5150, Town of Alice Springs Approved survey plan S 77/035
Permitted use:	Aboriginal settlement camping and ancillary

Yours sincerely

DELIA LAWRIE

29-7-09

Northern Territory Government

00347417

DEPARTMENT OF JUSTICE (ABN 84 085 734 992)
REGISTRAR-GENERAL'S OFFICE
NICHOLS PLACE
GPO BOX 3021
DARWIN NT 0801
Enquiries : 8999 6252

15 OF 18

Priority of Lodgement	1

TAX INVOICE (RECEIPT) - OFFICE COPY

Lodging Party:
AUSTRALIAN GOVERNMENT SOLICITO
GPO BOX 4700
DARWIN 0801

Customer Code: AGSA
Self Assessing Code: N

Date of Issue	08/06/2010
at	10:59
by	KRIS
Application #	00203134

Document Delivery:
AUSTRALIAN GOVERNMENT SOLICITO
GPO BOX 4700
DARWIN 0801

Lodgement No 728333

If paper title exists enter

Volume _____

Folio _____

Description	GST Incl Amount
SUBLEASE (LOT 5150 / ALICE SPRINGS)	155.00

3020/10

Total Cost excl GST	$155.00
Total GST	$0.00
Total Invoice	$155.00

Payment Details

CHEQUE (004370 RBA CANBERRA (092009))

Sublease

Akngwertnarre Association Incorporated

and

Executive Director of Township Leasing

and

Northern Territory of Australia

and

Chief Executive Officer (Housing)

Viewed at 12:10:06 on 26/10/2016 by 32GPL.

Table of Contents

1.	**Definitions and interpretation**	**7**
1.1	Definitions	7
1.2	Interpretation	14
1.3	Transfer of functions	15
1.4	Good faith	15
1.5	Survival	15
2.	**Sublease and reservations**	**16**
2.1	Condition precedent	16
2.2	Grant of Sublease	16
2.3	Reservations	16
3.	**Mutual agreements and declarations**	**17**
4.	**Implied covenants**	**17**
5.	**Sublease Payment**	**17**
6.	**SIHIP Investment**	**17**
7.	**Transition from existing arrangements**	**18**
7.1	Registered Interests	18
7.2	Tenants of Housing Authorities	18
7.3	Services Providers	18
8.	**Access**	**19**
8.1	General	19
8.2	Association's right of access	20
9.	**Improvements**	**20**
9.1	Existing Improvements	20
9.2	Maintenance of Existing Improvements	21
9.3	Works in respect of Existing Improvements	21
9.4	EDTL's Improvements	21
9.5	Ownership of Improvements at the end of the Sublease	21
10.	**Housing Management Agreements, Living Area Underleases and Living Area Licences**	**22**
10.1	Housing Management Agreements	22
10.2	Notification before entering into Housing Management Agreement	22
10.3	Grant of Living Area Underlease	23
10.4	Grant of Living Area Underlease of Community Land	23
10.5	Grant of Living Area Underlease of Vacant Land	23
10.6	Grant of Living Area Licence	24
10.7	No release of liability	25
10.8	Amendments and termination	25

Viewed at 12:10:06 on 26/10/2016 by 32GPL.

Table of Contents (ctd) 3

11.	**Housing Management Tender**	**25**
12.	**Future housing and Infrastructure needs**	**26**
13.	**Home ownership**	**26**
14.	**Rates, Taxes and Charges**	**27**
14.1	Outgoings	27
14.2	Charges for Services	27
14.3	Stamp duty	27
14.4	Association's Administrative costs	27
15.	**Insurance**	**28**
16.	**GST**	**28**
17.	**Use of Living Area**	**28**
17.1	Permitted Use	28
17.2	Compliance with Laws and Planning Scheme	28
17.3	Compliance with Lease	29
17.4	Compliance with notices	29
17.5	Notices	29
17.6	Roads	29
18.	**EDTL's indemnity**	**29**
18.1	Risk	29
18.2	The EDTL indemnifies the Association	30
18.3	The EDTL releases the Association	30
19.	**Reinstatement**	**31**
19.1	No obligation to reinstate	31
19.2	No right to damages	31
20.	**Consultative Forum**	**31**
20.1	Establishment of the Consultative Forum	31
20.2	Purpose of the Consultative Forum	31
20.3	Association nominees to consult with Living Area residents	32
20.4	Power to bind the Parties	32
20.5	EDTL to consult with the Consultative Forum	32
20.6	Conduct of the Consultative Forum	32
20.7	Annual Statement to Consultative Forum	33
21.	**Advisory Housing Forum**	**33**
21.1	Membership of the Advisory Housing Forum	33
21.2	Purpose of the Advisory Housing Forum	33
21.3	Power to bind the Parties	33
21.4	Advisory Housing Forum Meetings	33
22.	**Association's obligations**	**33**
22.1	Quiet enjoyment	33
22.2	Produce certificates	34
23.	**Sublease ends if Lease ends**	**34**
24.	**Default**	**34**
24.1	Occurrence of Default Event	34
24.2	Financial Default	34

Viewed at 12:10:06 on 26/10/2016 by 32GPL.

Table of Contents (ctd) 4

24.3	Remedies for other Default Events	34
24.4	Remedies for Termination Event	35
24.5	Waiver	35
24.6	Consequences of termination	35
25.	**Overholding**	**36**
26.	**Obligations on expiration or termination**	**36**
26.1	Return of Living Area	36
26.2	Novation of agreements	36
26.3	Novation of Housing Management Agreements, Living Area Underleases and Living Area Licences	36
27.	**Renewal**	**36**
27.1	Renewal of Sublease	36
28.	**Dispute resolution**	**37**
28.1	Procedure to resolve disputes	37
28.2	Continue to perform	38
29.	**General**	**38**
29.1	Amendments	38
29.2	Nature of obligations	38
29.3	Entire understanding	38
29.4	No adverse construction	38
29.5	Further assurances	38
29.6	No waiver	38
29.7	Severability	39
29.8	Successors and assigns	39
29.9	No assignment without consent of other Parties	39
29.10	Consents and approvals	39
29.11	Costs	39
29.12	Governing law and jurisdiction	39
29.13	Notices	39
29.14	Counterparts	40
29.15	Conflicting provisions	40
29.16	Non merger	40
29.17	Operation of indemnities	40
29.18	No right of set-off	40
29.19	Payment of interest	40
29.20	Relationship of Parties	41
Schedule - Sublease particulars		**42**

Viewed at 12:10:06 on 26/10/2016 by 32GPL.

Sublease

Date 3 December 2009

Parties

1. Akngwertnarre Association Incorporated, incorporated under the Associations Act, ABN 91 717 184 143 ("the **Association**")

2. Executive Director of Township Leasing, established by section 20B of the Land Rights Act, on behalf of the Commonwealth of Australia, ABN 36 342 015 855 ("the **EDTL**")

3. Northern Territory of Australia care of the Department of Local Government and Housing, RCG House, 83-85 Smith Street, Darwin 0800 in the Northern Territory of Australia, ABN 84 085 734 992 ("the **Territory**")

4. Chief Executive Officer (Housing) a body corporate sole established under the *Housing Act* (NT) of RCG House, 83-85 Smith Street, Darwin 0800 in the Northern Territory of Australia, ABN 23 912 978 797 ("**Territory Housing**")

(collectively referred to as "the **Parties**")

Background

A. The Association is the registered proprietor of a lease in perpetuity of the Living Area.

B. The parties acknowledge that the residents living on the Alice Springs Living Areas are living in very poor conditions and it is very important to improve the health and standard of living of those residents. The Australian Government and the Northern Territory Government have stated their intention to undertake a capital works program to assist in improving the standard of living of those residents.

C. On 10 July 2008, the Association signed the Agreed Work Plan with Tangentyere Council, the Australian Government and the Territory Government which described the key terms agreed by the parties in relation to the grant of the Sublease.

D. The Australian Government has stated its intention to 'close the 17 year gap' in life expectancy between Indigenous and non-Indigenous Australians, and that this Sublease opens the way for substantial government investment in improved Infrastructure and housing on the Alice Springs Living Areas as a step to achieving this goal.

E. The Australian Government wishes to substantially improve:

   (i) the quality and availability of Infrastructure and housing on the Alice Springs Living Areas;

   (ii) the level of maintenance and repair to the housing and Infrastructure on the Alice Springs Living Areas;

   (iii) the quality of tenancy management on the Alice Springs Living Areas; and

Viewed at 12:10:06 on 26/10/2016 by 32GPL.

(iv) Indigenous employment and training outcomes.

F. To help achieve these aims the Australian Government has requested the grant of this Sublease to the EDTL and has offered to make up to ~~$50 million~~ $100,000,000 funding available via SIHIP in order to upgrade and increase the housing and Infrastructure located on the Alice Springs Living Areas during the 5 years from the commencement of the first Alice Springs Living Area Sublease.

G. The Association has requested that the EDTL enter into the Sublease on behalf of the Commonwealth and administer the Sublease.

H. The Parties have agreed that, on the terms and conditions set out in this Sublease, the Living Area (including all Improvements and Services) will be leased to the EDTL by the Association pursuant to section 6 of the Special Purposes Leases Act.

I. The Parties acknowledge that this Sublease is intended to support development and investment in the Alice Springs Living Areas and improve the housing and Infrastructure in the Alice Springs Living Areas, including by:

(i) the expenditure of up to ~~$50 million~~ $100,000,000 in accordance with SIHIP;

(ii) the development and implementation of policy which has regard to the ongoing Infrastructure and housing needs on the Alice Springs Living Areas;

(iii) improving the quality of design and construction of new housing on the Alice Springs Living Areas;

(iv) improving the quality of housing management in the Alice Springs Living Areas including with respect to tenancy management, repairs and maintenance and tenant consultation and participation having regard to the needs and requirements of the residents of the Alice Springs Living Areas;

(v) increasing the supply of affordable Indigenous rental housing through the expenditure of up to ~~$50 million~~ $100,000,000 in accordance with SIHIP; and

(vii) increasing Indigenous employment and training outcomes.

J. The Parties acknowledge that decisions in relation to the housing, Infrastructure and tenancy management on the Alice Springs Living Areas will be made in consultation with the residents and have regard to the needs and requirements of residents.

K. The Association has received consent from the Northern Territory Minister as required by section 6 of Special Purposes Leases Act for the grant of this Sublease.

L. The Commonwealth Minister has agreed to the Association's request in accordance with section 20CA of the Land Rights Act.

M. The EDTL is capable of receiving a grant of a sublease pursuant to section 20C of the Land Rights Act.

Viewed at 12:10:06 on 26/10/2016 by 32GPL.

Agreed terms

1. Definitions and interpretation

1.1 Definitions

In this Sublease and in the Background, unless the context requires otherwise:

Aboriginal means a person who is a member of the Aboriginal race of Australia;

Administrative Costs means the reasonable costs of the Association complying with its obligations under the Associations Act to:

(a) maintain a register of members;

(b) maintain records;

(c) prepare reports;

(d) have any reports audited; and

(e) hold an annual general meeting.

Advisory Housing Forum means the Advisory Housing Forum established in accordance with clause 21.1.

Alice Springs Living Area means an area of land referred to in subclause 69(1) to 69(10) or 69(12) to 69(17) of Part 4, Schedule 1 to the *Northern Territory National Emergency Response Act 2007* (Cth) as enacted and the words **Alice Springs Living Areas** have a corresponding meaning;

Alice Springs Living Area Association means a lessor of an Alice Springs Living Area Sublease (and includes the Association);

Alice Springs Living Area Sublease means a sublease of an Alice Springs Living Area granted to the EDTL in accordance with subsection 20CA(2) of the Land Rights Act (and includes this Sublease) and the words **Alice Springs Living Area Subleases** has a corresponding meaning;

Annexure means an annexure to this Sublease;

Association's Agents means the employees, contractors and agents of the Association acting within the scope of their authority as employees, contractors and agents of the Association;

Associations Act means the *Associations Act* (NT);

Building includes:

(a) a structure and part of a building or a structure;

(b) fences, walls, out-buildings, service installations and other appurtenances of a building; or

(c) a boat or a pontoon which is permanently moored or fixed to a building or land;

Viewed at 12:10:06 on 26/10/2016 by 32GPL.

Building Code means the Building Code of Australia developed by the Australian Building Codes Board;

Business Day means a day that is not a Saturday, Sunday, public holiday or bank holiday in Darwin;

CATSI Act means the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth);

Comcover means the Australian Government's general insurance fund known as Comcover;

Commencement Date means the date specified in Item 2 of the Schedule;

Community Land means the land described in Item 4 of the Schedule;

Commonwealth Minister means the Minister for Families, Housing, Community Services and Indigenous Affairs;

Community Service means a service provided to the residents of the Living Area that is funded or approved by the Australian Government, the Northern Territory Government, or the local government for the Living Area or that is otherwise approved by the EDTL;

Construct includes reconstruct or make structural changes and the word **Construction** has a corresponding meaning;

Consult means to:

(a) meet with, as reasonably requested by;

(b) ask views of;

(c) listen to views of; and

(d) have regard to the views of, including taking account of the views, acting reasonably,

the body or person to be or being consulted;

Consultative Forum means the Consultative Forum established under clause 20.1;

Corporations Act means the *Corporations Act 2001* (Cth);

Cure Period means:

(a) in relation to a Default Event that is a failure by the Territory to expend ~~$50,000,000~~ $100,000,000 under SIHIP inclusive of SIHIP Project Costs on the upgrade and Construction of houses and Infrastructure in the Alice Springs Living Areas in accordance with clause 6(a), a reasonable period of time (not being less than 1 year) within which the Territory must cure the Default Event, in accordance with clause 24.1(a)(iii), including any extensions of that period under clause 24.3; or

(b) in relation to any other Default Event (other than a Financial Default), a reasonable period of time within which the Defaulting Party must cure the

Viewed at 12:10:06 on 26/10/2016 by 32GPL.

Default Event, in accordance with clause 24.1(a)(iii), including any extensions of that period under clause 24.3;

Cure Plan means a plan by a Party to remedy a Default Event (other than a Financial Default) which is proposed during the Cure Period and details a work plan setting out each task to be undertaken in order to rectify the material breach and the time for each task to be completed;

Default Event means:

(a) a Financial Default;

(b) a persistent and material failure by the EDTL to comply with this Sublease (other than clause 12);

(c) a failure by the Territory to expend ~~$50,000,000~~ $100,000,000 under SIHIP inclusive of SIHIP Project Costs on the upgrade and Construction of houses and Infrastructure in the Alice Springs Living Areas in accordance with clause 6(a);

(d) a failure by the EDTL to terminate or amend a Housing Management Agreement, Living Area Underlease or Living Area Licence in accordance with clause 10.8;

(e) a failure by the Territory to Call for Tender in accordance with clause 11(a); or

(f) an assignment or other transfer of the benefit of this Sublease by the EDTL contrary to clause 29.9;

Default Notice means a notice given under clause 24.1;

Defaulting Party means:

(a) if the Default Event is an event referred to in paragraphs (a), (b), (d) or (f) of the definition of Default Event, the EDTL;

(b) if the Default Event is an event referred to in paragraphs (c) or (e) of the definition of Default Event, the Territory.

Development includes:

(a) the Construction or exterior alteration or exterior decoration of a Building;

(b) the demolition or removal of a Building or Works;

(c) the Construction or carrying out of Works;

(d) the subdivision or consolidation of land, including Buildings or airspace;

(e) the placing or relocation of a Building or Works; and

(f) the Construction or putting up for display of signs or hoardings;

EDTL Annual Statement has the meaning given to that term in clause 20.7;

EDTL's Improvements means all Improvements erected on or attached to the Living Area by:

Viewed at 12:10:06 on 26/10/2016 by 32GPL.

(a) the EDTL;

(b) any Living Area Underlessee; or

(c) any Living Area Licensee;

after the Commencement Date;

EDTL's Services means all Services installed in or on the Living Area by:

(a) the EDTL;

(b) any Living Area Underlessee; or

(c) any Living Area Licensee;

after the Commencement Date;

Environmental Health Standards means the Environmental Health Standards for Remote Communities in the Northern Territory prepared by Territory Health Services;

Existing Improvements means all Improvements erected on or attached to the Living Area as at the Commencement Date;

Existing Services means all Services on or connected to the Living Area as at the Commencement Date;

Final Sublease Year means the period starting on 1 July immediately before the expiry of the Term or earlier determination of this Sublease and ending on the expiry of the Term or earlier determination of this Sublease;

Financial Default means a failure by the EDTL to pay when due any money which the EDTL is obliged to pay to the Association under this Sublease (excluding a failure to pay the Sublease Payment when due);

Government Agency means any government or any public, statutory, governmental, semi-governmental, local governmental or judicial body, entity, department or authority and includes any self-regulatory organisation established under statute;

GST has the meaning given to that term in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

Housing Area means land in the Living Area which is or is proposed to be used to provide community or public housing;

Housing Authority means a body which provides community or public housing and, for the avoidance of doubt, includes the Territory and may include Tangentyere Council and Central Australian Affordable Housing Corporation;

Housing Management Agreement means a Living Area Underlease or other contract or agreement granted by the EDTL to a Housing Authority to manage or provide community or public housing services and related Infrastructure (and all purposes incidental thereto);

Viewed at 12:10:06 on 26/10/2016 by 32GPL.

Improvements means all Buildings, structures, fixtures, fittings, plant, equipment, partitions, signs or other materials or articles which are erected on or attached to the Living Area;

Infrastructure includes roads, kerbs, gutters and Services;

Insolvency Event means, in relation to a party, any one or more of the following events or circumstances:

(a) being in liquidation or provisional liquidation or under administration;

(b) having a controller or analogous person appointed to it or any of its property;

(c) being taken under section 459F(1) of the Corporations Act to have failed to comply with a statutory demand;

(d) being unable to pay its debts or being otherwise insolvent;

(e) becoming an insolvent under administration, as defined in section 9 of the Corporations Act;

(f) entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors; or

(g) any analogous event or circumstance under the Laws of any jurisdiction,

unless such event or circumstance occurs as part of a solvent reconstruction, amalgamation, compromise, arrangement, merger or consolidation approved by the other party;

Land Rights Act means the *Aboriginal Land Rights (Northern Territory) Act 1976* (Cth);

Law means:

(a) principles of law or equity established by decisions of courts;

(b) statutes, regulations, ordinances or by-laws of the Commonwealth, a State, a Territory or any other Government Agency; and

(c) requirements and approvals (including conditions) of the Commonwealth, a State, a Territory or any other Government Agency that have the force of law;

LEADR means Lawyers Engaged in Alternative Dispute Resolution;

Lease means the lease of the Living Area held by the Association;

Living Area means the land described in Item 1 of the Schedule;

Living Area Licence means a licence granted by the EDTL pursuant to clause 10;

Living Area Licensee means any person who has been granted a Living Area Licence from the EDTL;

Viewed at 12:10:06 on 26/10/2016 by 32GPL.

Living Area Underlease means an underlease granted by the EDTL pursuant to clause 10;

Living Area Underlessee means any person who has been granted a Living Area Underlease from the EDTL;

Municipal Services Provider means a person who provides municipal services in the Living Area;

National Indigenous Housing Guide means the National Indigenous Housing Guide developed by the Department of Families, Housing, Community Services and Indigenous Affairs;

Non Lapsing Caveat means a caveat documented by a Form 78 (an example of which is provided at Annexure 2) which is to be lodged and registered;

Outgoings means all existing and future amounts payable under the Lease (excluding rent but including rates, duties and taxes):

(a) which are properly imposed, charged or levied under statute or by a Government Agency on the Association; or

(b) which a Government Agency properly requires the Association to spend,

and which are:

(c) paid or payable by the Association during a Sublease Year;

(d) in relation to the Living Area or Improvements in the Living Area; and

either capital or non-capital in nature;

PBI Status means an entity that is endorsed as a public benevolent institution under s 123C(1) of the *Fringe Benefits Tax Assessment Act 1986* (Cth) or that is recognised as a charity;

Permitted Use has the meaning given to that term in clause 17.1;

Planning Scheme means any planning scheme under any applicable Law setting the framework for planning the use, development and protection of the Living Area or any part of the Living Area;

Postal Service means the delivery of mail to residents of the Living Area;

Postal Service Provider means a person who provides a Postal Service to the Living Area;

Preliminary Sublease Year means the period starting on the Commencement Date and ending on the following 30 June;

Procurement Process means a process, principle or requirement under any applicable Law setting the framework for procuring property or services, including any Commonwealth or Territory procurement guidelines;

Registered Interest means any interest registered on the certificate of title referred to in Item 1 of the Schedule immediately before the Commencement Date;

Viewed at 12:10:06 on 26/10/2016 by 32GPL.

Requirement means any lawful present or future notices, orders, directions, requirements, statutes, ordinances, proclamations, regulations, schemes, permits, by-laws or other regulatory requirements affecting or relating to the Living Area or the use of the Living Area, irrespective of whether the Requirement is addressed to the EDTL, the Association or any other person;

Right of Occupation means a Tenant's Right of Occupation or a Services Provider's Right of Occupation;

Schedule means the schedule to this Sublease;

Services means all utilities and services on or connected to the Living Area including water, gas, electricity, lighting, sanitation, drainage, stormwater, communication and telecommunication systems and includes all wires, cables, pipes, ducts, conduits, tanks, electrical and mechanical plant and all other ancillary or associated parts and accessories;

Services Provider means a person who provides Services in the Living Area;

Services Provider's Right of Occupation has the meaning given to that term in clause 7.3(a);

SIHIP means the Strategic Indigenous Housing and Infrastructure Program or if that program ceases to exist or is reconstituted, renamed or replaced, the program which most closely has the features of the defunct program;

SIHIP Annual Report has the meaning given to that term in clause 6(f);

SIHIP Design Guidelines means the guidelines set out in the document entitled 'SIHIP Design Guidelines and Performance Specifications' as prepared by the Territory;

SIHIP Project Costs means overheads, administration costs, program costs and project management costs;

Special Purposes Leases Act means the *Special Purposes Leases Act* (NT);

Sublease means this sublease including the Schedule and the Annexures;

Sublease Payment has the meaning given to that term in clause 5(a);

Sublease Year means the Preliminary Sublease Year, each 12 month period expiring on 30 June in each year during the Term and the Final Sublease Year;

Subleased Alice Springs Living Areas means all Alice Springs Living Areas over which there is an Alice Spring Living Area Sublease (and includes the Living Area);

Tangentyere Council means Tangentyere Council Incorporated Registration No. 00591C (N.T.);

Tenant's Right of Occupation has the meaning given to that term in clause 7.2(a);

Term has the meaning given to that term in clause 2.2;

Termination Event means:

Viewed at 12:10:06 on 26/10/2016 by 32GPL.

(a) the occurrence of an Insolvency Event; or

(b) the failure to cure a Default Event within the Cure Period;

Third Party means a party other than a Party to this Sublease;

Vacant Land means any land in the Living Area which is not:

(a) subject to a Registered Interest;

(b) subject to a Right of Occupation; or

(c) subject to a Housing Management Agreement, Living Area Underlease or Living Area Licence;

Works includes any change to the natural or existing condition or topography of the land including the removal, destruction or lopping of trees and the removal of vegetation or topsoil.

1.2 Interpretation

In this Sublease, unless the context requires otherwise:

(a) the singular (including the singular of defined terms) includes the plural and vice versa;

(b) reference to a right includes a remedy, authority or power;

(c) the headings are used for convenience only and do not affect the interpretation of this Sublease;

(d) as far as possible all provisions must be construed so as not to be invalid, illegal or unenforceable;

(e) wherever "include" or any form of that word is used, it must be construed as if it were followed by "(without being limited to)";

(f) reference to a thing is a reference to all or part of that thing;

(g) unless the context requires or is otherwise stated in this Sublease, a Party's obligations must be performed at that Party's own cost;

(h) a gender includes the other genders;

(i) other grammatical forms of defined words or expressions have corresponding meanings;

(j) a reference to a document includes the document as modified from time to time and any document replacing it;

(k) if something is to be or may be done on a day that is not a Business Day then it must be done on the next Business Day;

(l) the word "person" includes a natural person and any body or entity whether incorporated or not;

(m) the word "month" means calendar month and the word "year" means 12 months;

Viewed at 12:10:06 on 26/10/2016 by 32GPL.

(n) the words "in writing" include any communication sent by letter, facsimile transmission or email or any other form of communication capable of being read by the recipient;

(o) a reference to all or any part of a statute, rule, regulation or ordinance (**statute**) includes that statute as amended, consolidated, re-enacted or replaced from time to time;

(p) a reference to a party includes a reference to the party's respective successors and permitted assigns;

(q) money amounts are stated in Australian currency unless otherwise specified;

(r) a reference to any agency or body, if that agency or body ceases to exist or is reconstituted, renamed or replaced or has its powers or functions removed (**defunct body**), means the agency or body which performs most closely the functions of the defunct body;

(s) reference in this Sublease to a Living Area Underlessee or the holder of a Living Area Underlease is, where the Living Area Underlessee has granted a further estate or interest in the relevant area of the Living Area, to be taken to include a reference to such an underlessee or any person claiming an estate or interest in land through such Living Area Underlessee, or a licensee of the Living Area Underlessee, or any person claiming a licence through such Living Area Underlessee;

(t) reference in this Sublease to a Living Area Licensee or the holder of a Living Area Licence is, where the Living Area Licensee has granted a further licence in the relevant area of the Living Area, to be taken to include a reference to any such sublicensee or any person claiming a licence in land through such a Living Area Licensee; and

(u) this Sublease operates as a deed.

1.3 Transfer of functions

(a) The EDTL acknowledges that the Association may be reconstituted, renamed or replaced and that some or all of the powers, functions or responsibilities of the Association may be transferred to or vested in another entity.

(b) If the Association is reconstituted, renamed or replaced or if some or all of its powers, functions or responsibilities are transferred to or vested in another entity, references in this Sublease to the Association must be deemed to refer, as applicable, to that reconstituted, renamed or new entity to the extent that the entity has assumed or has had transferred to or vested in it those powers, functions or responsibilities.

1.4 Good faith

The Parties must act reasonably and in good faith in performing their respective obligations under this Sublease.

1.5 Survival

In addition to this clause 1, the following clauses survive the expiration or earlier determination of this Sublease: clauses 18, 19, 24, 25, 26, 28 and 29.

Viewed at 12:10:06 on 26/10/2016 by 32GPL.

2. Sublease and reservations

2.1 Condition precedent

(a) This Sublease is conditional upon one of the following conditions being satisfied by 30 September 2009, or such later date as the Parties agree:

(i) at least ten (10) of the Alice Spring Living Areas (including the Living Area) are the subject of a written agreement in the form of a sublease between the registered proprietor of the Alice Springs Living Area and the EDTL, the Commonwealth or the Territory to grant a leasehold interest of the whole of the Alice Springs Living Area to the EDTL, the Commonwealth or the Territory (as the case may be) for a minimum term of 40 years; or

(ii) the Commonwealth Minister has determined in writing that there are appropriate tenure arrangements in place in the Alice Springs Living Areas (or some of them) to facilitate SIHIP investment.

(b) This Sublease commences on the date on which clause 2.1(a) is satisfied.

(c) If clause 2.1(a) is satisfied, the EDTL must give the Association a notice stating that clause 2.1(a) is satisfied and the date on which clause 2.1(a) was satisfied.

(d) This Sublease may be secured by a Non Lapsing Caveat until this Sublease is registered or the time for satisfaction of the condition precedent referred to in clause 2.1(a) (**Condition Precedent**) has expired, whichever occurs first. The Association consents to the lodgement and registration of a Non Lapsing Caveat. If requested by the EDTL, the Association will provide its consent in a Form 93 (an example of which is provided at Annexure 3). If the EDTL lodges a Non Lapsing Caveat and the Condition Precedent is not satisfied within the time required by clause 2.1(a) then the EDTL must, immediately after the time for satisfaction of the Condition Precedent has expired, cause the Non Lapsing Caveat to be removed.

2.2 Grant of Sublease

(a) The Association grants to the EDTL a sublease of the Living Area, subject to and concurrent with any Registered Interests and any Rights of Occupation, commencing on the Commencement Date, for a term of 40 years (**Term**).

(b) The EDTL accepts the grant of a sublease of the Living Area upon these terms and otherwise subject to the provisions of this Sublease.

(c) For the avoidance of doubt, the sublease of the Living Area includes a sublease of all Existing Improvements and Existing Services.

2.3 Reservations

The EDTL acknowledges that the Lease contains reservations to the Territory and that this Sublease is subject to those reservations.

Viewed at 12:10:06 on 26/10/2016 by 32GPL.

3. Mutual agreements and declarations

The Association and the EDTL mutually agree and declare that:

(a) the Association may enter into a sublease pursuant to section 6 of the Special Purposes Leases Act and exercise all the powers of a sublessor under this Sublease; and

(b) the EDTL may enter into a sublease pursuant to section 20C of the Land Rights Act and exercise all the powers of a sublessee under this Sublease including granting Living Area Underleases and Living Area Licences.

4. Implied covenants

The covenants, powers and provisions implied in leases under any relevant legislation are hereby expressly excluded except to the extent that they are expressly embodied in this Sublease or to the extent only that it would be unlawful to exclude any such covenant, power or provision.

5. Sublease Payment

(a) The EDTL must pay the Association $1 if demanded by the Association (**Sublease Payment**).

(b) The EDTL must pay the Sublease Payment within 30 Business Days of receiving notice of a demand by the Association.

6. SIHIP Investment

(a) The Territory must expend ~~$50,000,000~~ $100,000,000 under SIHIP inclusive of SIHIP Project Costs on the upgrade and Construction of houses and Infrastructure in the Alice Springs Living Areas within 5 years of the commencement of the first Alice Springs Living Area Sublease. The Parties acknowledge and agree that ~~$50,000,000~~ $100,000,000 inclusive of SIHIP Project Costs represents the entire amount that the Territory must expend pursuant to the Alice Springs Living Area Subleases (including this Sublease), regardless of how many Alice Springs Living Area Subleases are entered into.

(b) The expenditure in clause 6(a) is conditional upon the Territory having access arrangements to the Alice Springs Living Areas (whether by way of leases, licences or other arrangements) that are suitable to it, to permit it to carry out the upgrade and Construction of houses and Infrastructure.

(c) Nothing in clause 6(a) requires the Territory to make any expenditure under SIHIP on the upgrade and Construction of houses and Infrastructure in the Living Area.

(d) The Territory must ensure that the SIHIP consultation processes occur in respect of the Alice Springs Living Areas in relation to the expenditure pursuant to clause 6(a).

(e) All upgrades and Construction of houses under SIHIP will be in accordance with the SIHIP Design Guidelines.

Viewed at 12:10:06 on 26/10/2016 by 32GPL.

(f) The Territory must provide a report (**SIHIP Annual Report**) within 6 months of the end of each Sublease Year in which the Territory has expended money under SIHIP on the upgrade and Construction of houses and Infrastructure in the Alice Springs Living Areas in accordance with clause 6(a). The SIHIP Annual Report must include details of expenditure under SIHIP on the upgrade and Construction of houses and Infrastructure in the Alice Springs Living Areas during the previous Sublease Year.

7. Transition from existing arrangements

7.1 Registered Interests

The Parties acknowledge that this Sublease is subject to any Registered Interests.

7.2 Tenants of Housing Authorities

(a) The Parties acknowledge that some natural persons (**Tenants**) were in occupation of land in the Living Area immediately before the Commencement Date under an arrangement or understanding with a Housing Authority. The Parties agree that such persons have the right to continue to occupy and use that land, and the Improvements on it, on the same terms and conditions as at the Commencement Date but subject to the terms of this Sublease (**Tenant's Right of Occupation**).

(b) Subject to the terms of any Housing Management Agreement from time to time, the Parties acknowledge that any money in the nature of rent or licence fees payable to the Housing Authority under or in connection with the Tenant's Right of Occupation is payable to the EDTL from the Commencement Date.

(c) Subject to the terms and conditions of a Tenant's Right of Occupation, the EDTL, or if there is a Housing Management Agreement the Housing Authority, may terminate a Tenant's Right of Occupation provided that the EDTL or Housing Authority (as the case may be) has used their best endeavours to facilitate the grant of a tenancy agreement to the person holding the Tenant's Right of Occupation.

7.3 Services Providers

(a) The Parties acknowledge that some Services Providers were in occupation of land in the Living Area immediately before the Commencement Date. The Parties agree that such Services Providers have the right to continue to occupy and use that land, and the Improvements on it, on the same terms as at the Commencement Date, but subject to the terms of this Sublease (**Services Provider's Right of Occupation**).

(b) The Parties acknowledge that any money in the nature of rent or licence fees payable to the Association under or in connection with the Services Provider's Right of Occupation is payable to the EDTL from the Commencement Date.

(c) The EDTL may give a Services Provider notice that it wishes to formalise their Services Provider's Right of Occupation by the grant of a Living Area Underlease or Living Area Licence.

Viewed at 12:10:06 on 26/10/2016 by 32GPL.

(d) Following the issue of a notice pursuant to clause 7.3(c), the EDTL must use its best endeavours to accommodate the grant of such a Living Area Underlease or Living Area Licence within 6 months.

(e) Unless a Living Area Underlease or Living Area Licence is granted by the EDTL to the Services Provider, or some other agreement is reached with the Services Provider, and provided the EDTL has complied with clauses 7.3(a) to 7.3(d) to the extent reasonably possible, the EDTL may serve the Services Provider with a notice (**Services Provider Termination Notice**) that the Services Provider's Right of Occupation under clause 7.3(a) will terminate on a date to be specified in the Services Provider Termination Notice being not less than 2 months after service of the notice (**Services Provider Termination Date**). The Services Provider Termination Date may be extended by the EDTL by notice. Unless otherwise mutually agreed, the Services Provider's Right of Occupation will terminate at 5:00 pm (Alice Springs time) on the Services Provider Termination Date.

(f) The Parties agree that they will use their best endeavours to negotiate (for a reasonable period of time) an agreement with Services Providers relating to Services, including giving any rights of access and other interests required to facilitate the provision of the Services, as each party considers appropriate. An agreement with a Services Provider may modify, replace or override the terms of a Services Provider's Right of Occupation.

8. Access

8.1 General

(a) The Association and the EDTL undertake that they will do all things reasonably necessary to enable the EDTL to enjoy and exercise its rights, title and interests under this Sublease.

(b) Subject to the terms of this Sublease and any Living Area Underlease or Living Area Licence, the Association and the EDTL undertake that they will do all things reasonably necessary to enable Living Area Underlessees, Living Area Licensees and persons holding Rights of Occupation to enjoy and exercise their rights, title and other interests under their Living Area Underleases, Living Area Licences and Rights of Occupation.

(c) The Association and the EDTL undertake that they will do all things reasonably necessary to enable persons to enter the Living Area to conduct their legitimate business in or on the Living Area, but so that any such access shall not interfere with the enjoyment and exercise of the rights, title and other interests of Living Area Underlessees, Living Area Licensees and persons holding Rights of Occupation.

(d) Without limiting clause 8.1(c), the Association and the EDTL undertake that they will do all things reasonably necessary to enable:

(i) a person to enter the Living Area (at reasonable times) to provide a Community Service in or on the Living Area;

(ii) Tangentyere Council to enter the Living Area (at reasonable times) to complete the initial upgrade works in or on the Living

Viewed at 12:10:06 on 26/10/2016 by 32GPL.

Area in accordance with the funding agreement between Tangentyere Council and Territory Housing dated 5 September 2008;

(iii) a Municipal Services Provider to enter the Living Area (at reasonable times) to provide municipal services in or on the Living Area; and

(iv) a Postal Service Provider to enter the Living Area (at reasonable times) to provide a Postal Service in or on the Living Area,

but so that any such access shall not interfere with the enjoyment and exercise of the rights, title and other interests of Living Area Underlessees, Living Area Licensees and persons holding Rights of Occupation.

8.2 Association's right of access

(a) The Association may so often as it reasonably requires (at reasonable times and on reasonable notice) enter the Living Area to make reasonable investigations as the Association may deem necessary for the purpose of ascertaining whether or not there has been any breach of any of the terms, covenants or conditions expressed or implied in this Sublease.

(b) Nothing in this clause 8.2 permits the Association to enter an individual housing lot unless such entry is in accordance with:

(i) a Law;

(ii) the terms or conditions of the relevant lease, licence, Right of Occupation, statutory occupation right or other occupancy right granted to the tenant for the purpose of residential housing, or

(iii) with the consent of the person who holds the relevant lease, licence, Right of Occupation, statutory occupation right or other occupancy right granted to the tenant for the purpose of residential housing.

9. Improvements

9.1 Existing Improvements

(a) Existing Improvements subject to a Registered Interest will remain subject to the terms of that Registered Interest, for the period of the Registered Interest.

(b) Existing Improvements subject to a Right of Occupation are included in that Right of Occupation, for the period of that Right of Occupation.

(c) Subject to clauses 9.1(a) and 9.1(b), and any other relevant Law, all Existing Improvements are the property of the Association during the Lease, and are the subject of this Sublease.

Viewed at 12:10:06 on 26/10/2016 by 32GPL.

9.2 Maintenance of Existing Improvements

(a) Subject to clause 9.2(b), the EDTL will be under no obligation under this Sublease to maintain, repair or replace any Existing Improvements, or to compensate the Association or any other person for damage to or destruction of Existing Improvements.

(b) If the Lease requires the Association to maintain, repair or replace any Existing Improvements, the EDTL must maintain, repair or replace those Existing Improvements.

(c) The EDTL may alter, remove or demolish the Existing Improvements.

9.3 Works in respect of Existing Improvements

(a) The Association reserves the right to carry out any Works in respect of the Existing Improvements that may be required to comply with any applicable Law, Planning Scheme or Requirement which are not the responsibility of the EDTL or which are the responsibility of the EDTL but with which the EDTL fails to comply.

(b) The Association may exercise its rights under clause 9.3(a):

(i) on giving prior reasonable written notice (except in the case of an emergency when no notice will be required);

(ii) at reasonable times; and

(iii) if reasonably required by the EDTL, accompanied by a person appointed by the EDTL.

(c) The EDTL must pay to the Association on demand charges for all Works carried out by the Association under clause 9.3(a) in circumstances where the EDTL is obliged to carry out the Works under this Sublease but has failed to do so.

(d) This clause 9.3 does not apply to the extent that Works are, or are proposed to be, carried out in respect of Existing Improvements on land that is the subject of a Living Area Underlease to the Association.

9.4 EDTL's Improvements

(a) Subject to the Law, the Planning Scheme and the terms of this Sublease, the EDTL may erect, install, alter, remove, refurbish and demolish EDTL's Improvements and EDTL's Services in, on or under the Living Area provided that any upgrades or Construction of houses are in accordance with the Building Code and have regard to the Environmental Health Standards and the National Indigenous Housing Guide.

(b) During the Term, all EDTL's Improvements and EDTL's Services will remain the property of the EDTL who is responsible for their maintenance, repair and replacement.

9.5 Ownership of Improvements at the end of the Sublease

(a) At the expiry or sooner determination of this Sublease, all Improvements and Services (including EDTL's Improvements and EDTL's Services) will as between the Association and the EDTL, subject to any continuing

Viewed at 12:10:06 on 26/10/2016 by 32GPL.

Registered Interest referred to in clause 9.1(a), any continuing Right of Occupation referred to in clause 9.1(b) and any other relevant continuing right, title or other interest, be the property of the Association in consideration of the sum of $1, if demanded by the EDTL.

(b) Subject to any agreements in writing between the Association and the EDTL, the Association will not be required to further compensate the EDTL for the transfer of the Improvements.

(c) The EDTL undertakes to do all things necessary, including procuring the agreement and cooperation of any Living Area Underlessee or Living Area Licensee, to enable the Association to enjoy and exercise its rights and interests under this clause 9.5.

10. Housing Management Agreements, Living Area Underleases and Living Area Licences

10.1 Housing Management Agreements

(a) The EDTL must use its best endeavours to ensure that there is a Housing Management Agreement to enable a Housing Authority to provide housing services to Aboriginals in the Living Area.

(b) Subject to the provisions of this clause 10, the EDTL may enter into a Housing Management Agreement if the Housing Management Agreement is with:

(i) the Territory or Territory Housing; or

(ii) a Housing Authority other than the Territory or Territory Housing and has been approved by the Territory and it will commence after the third anniversary of this Sublease.

(c) The EDTL must:

(i) include a clause in each Housing Management Agreement which requires the Housing Authority to Consult with the Association in relation to housing and tenancy management policies and procedures (at intervals of not less than every 6 months), as they relate to the Living Area; and

(ii) procure that the relevant Housing Authority complies with its obligations under the Housing Management Agreement including the clause described in clause 10.1(c)(i) above.

10.2 Notification before entering into Housing Management Agreement

(a) The EDTL must notify the public of a proposal to enter into a Housing Management Agreement during the 10th, 20th and 30th years of this Sublease.

(b) Notification under clause 10.2(a) requires the EDTL to place such notice in the local newspaper, a national newspaper and other media as the EDTL considers appropriate in the circumstances to bring the proposed Housing Management Agreement to the attention of Housing Authorities who may wish to enter into a Housing Management Agreement with the EDTL.

Viewed at 12:10:06 on 26/10/2016 by 32GPL.

(c) A Housing Authority with a bona fide interest in entering into a Housing Management Agreement (**Interested Housing Authority**) with the EDTL has 20 Business Days from the date of the notice or such longer time as is specified in the notice to notify the EDTL of that interest.

(d) The EDTL may, in accordance with clause 10.1(b), enter into a Housing Management Agreement with an Interested Housing Authority that has notified the EDTL under clause 10.2(c).

10.3 Grant of Living Area Underlease

(a) Subject to the provisions in this clause 10, the Association acknowledges that the EDTL may grant Living Area Underleases provided that the EDTL ensures that:

(i) if the Living Area Underlease will commence before the third anniversary of this Sublease, it is granted to:

(A) the Territory or Territory Housing;

(B) a Services Provider; or

(C) the Association or the Association's nominee;

(ii) the term of any Living Area Underlease (including any options) does not exceed the balance of the Term then remaining less 1 day;

(iii) subject to clause 26.3, the Living Area Underlease expires automatically upon expiration or early determination of this Sublease;

(iv) the Living Area Underlease is granted in accordance with the requirements of this Sublease; and

(v) each Living Area Underlessee observes and complies with its obligations under its Living Area Underlease.

10.4 Grant of Living Area Underlease of Community Land

The EDTL may grant a Living Area Underlease of the Community Land to the Association.

10.5 Grant of Living Area Underlease of Vacant Land

(a) The Association or the Association's nominee (**Applicant**) may request the EDTL to grant it a Living Area Underlease of Vacant Land in the Living Area.

(b) A request under clause 10.5(a) must include details of:

(i) the proposed use of the Vacant Land;

(ii) the business case for the proposed use of the Vacant Land; and

(iii) how the Applicant will finance the proposed use of the Vacant Land.

Viewed at 12:10:06 on 26/10/2016 by 32GPL.

(c) The EDTL must give reasonable consideration to a request made under clause 10.5(a).

(d) If having considered a request made under clause 10.5(a) the EDTL is satisfied that:

(i) there is a good business case for the proposed use of the Vacant Land;

(ii) the Applicant has sufficient finances for the proposed use of the Vacant Land;

(iii) the Vacant Land is not required for any other purpose; and

(iv) the grant of a Living Area Underlease of the Vacant Land to the Applicant would be appropriate having regard to the objectives set out in paragraph I of the Background,

the EDTL must negotiate in good faith (for a reasonable period of time) for the grant of a Living Area Underlease of the Vacant Land to the Applicant on reasonable terms.

(e) The EDTL must not grant a Living Area Underlease to the Applicant over a Housing Area without the consent of the Territory.

(f) Nothing in this clause 10.5 prevents the EDTL from considering a request for a Living Area Underlease from a person other than the Association or the Association's nominee.

10.6 Grant of Living Area Licence

(a) Subject to the provisions in this clause 10, the Association acknowledges that the EDTL may grant Living Area Licences provided that the EDTL ensures that:

(i) if the Living Area Licence will commence before the third anniversary of this Sublease, it is granted to:

(A) the Territory or Territory Housing;

(B) a Services Provider;

(C) the Association or the Association's nominee;

(ii) the term of any Living Area Licence (including options) does not exceed the balance of the Term then remaining less 1 day;

(iii) subject to clause 26.3, the Living Area Licence expires automatically upon expiration or early determination of this Sublease;

(iv) the Living Area Licence is granted in accordance with the requirements of this Sublease; and

(v) each Living Area Licensee observes and complies with its obligations under its Living Area Licence.

Viewed at 12:10:06 on 26/10/2016 by 32GPL.

10.7 No release of liability

The EDTL acknowledges that the granting of a Living Area Underlease or Living Area Licence pursuant to this clause 10 will not release the EDTL from any of its obligations or liabilities under this Sublease.

10.8 Amendments and termination

The Association may, by written direction to the EDTL, demand that the EDTL amend or terminate any Housing Management Agreement, Living Area Underlease or Living Area Licence not granted in accordance with this Sublease. The EDTL must terminate or amend (as the case may be) any Housing Management Agreement, Living Area Underlease or Living Area Licence not granted in accordance with this Sublease if directed to do so by the Association.

11. Housing Management Tender

(a) The Territory must call for tender for the provision of housing management services in the Subleased Alice Springs Living Areas within 2 years and 6 months of the commencement of the first Alice Springs Living Area Sublease (**Call for Tender**).

(b) The Territory must, in consultation with the Department of Families, Housing, Community Services and Indigenous Affairs of the Commonwealth of Australia, assess any tender received by a person (**Tenderer**) in response to the Call For Tender on the basis of:

(i) the Tenderer's corporate governance;

(ii) the Tenderer's capacity and demonstrated ability to:

(A) provide public housing services;

(B) maintain and repair existing houses;

(C) facilitate the Construction of new houses;

(D) ensure that compliance with the terms and conditions on which public housing services are provided to persons is maximised;

(iii) the Procurement Process; and

(iv) such other matters as the Territory determines are relevant to the provision of public housing.

(c) Subject to clause 11(d), the Territory may enter into a contract for the provision of housing management services in the whole or part of the Subleased Alice Springs Living Areas (**Contract**) with the most appropriate Tenderer having regard to its assessment under clause 11(b). The Contract will provide for the Tenderer to provide housing management services as an independent contractor and if the Tender has PBI Status the Contract must not oblige the Tenderer to pay rates or taxes.

Viewed at 12:10:06 on 26/10/2016 by 32GPL.

(d) If after making an assessment under clause 11(c) the Territory considers that it is not appropriate to enter into a Contract with any Tenderer, the Territory may decide:

(i) not to enter into a Contract with any Tenderer; and

(ii) to conduct a further tender; or

(iii) to provide housing management services in the Subleased Alice Springs Living Areas through Territory Housing or directly itself.

(e) The Territory does not have to comply with this clause 11 to the extent that it is inconsistent with a Procurement Process.

(f) If the Territory has entered into a Contract with a Tenderer pursuant to clause 11(c), the EDTL must negotiate in good faith with the Tenderer (for a reasonable period of time) for the grant of a Housing Management Agreement on reasonable terms in accordance with clause 10.1(b) over the whole or part of the Living Area as the case may be.

(g) The Territory shall not be taken to have complied with this clause 11 unless the Commonwealth Minister has determined, in writing, that the Call For Tender conducted by the Territory was open and competitive.

12. Future housing and Infrastructure needs

(a) The Department of Families, Housing, Community Services and Indigenous Affairs of the Commonwealth of Australia will have regard to the continuing housing and Infrastructure needs in the Alice Springs Living Areas in developing and applying new Australian Government policy in relation to Indigenous housing and Infrastructure, subject to the availability of funding and the housing, Infrastructure and other need elsewhere in Australia.

(b) To inform the Department of Families, Housing, Community Services and Indigenous Affairs of the Commonwealth of Australia's regard to the continuing housing and Infrastructure needs in the Alice Springs Living Areas, the Territory will commission an independent review of housing and Infrastructure needs on a 3 yearly basis. Such a review will include:

(i) details of capital works carried out during the reporting period including detail of the works undertaken and the associated expenditure; and

(ii) identification of outstanding housing and associated Infrastructure needs including the priority of the needs and an estimate of cost based on the market rate at the time of the review.

The 3 yearly report will be made available by the Territory to the Association on request within a reasonable time, subject to any privacy or confidentiality obligations on the Territory.

13. Home ownership

(a) The Parties agree to develop guidelines (**Home Ownership Guidelines**) to enable Aboriginal people to acquire long-term secure tenure in respect

Viewed at 12:10:06 on 26/10/2016 by 32GPL.

of individual houses and the related land area to the extent such arrangements are permitted by the Lease and any applicable Law.

(b) The Parties intend that the Home Ownership Guidelines will provide for the apportionment of any purchase price between the Parties.

14. Rates, Taxes and Charges

14.1 Outgoings

(a) The EDTL must pay on time any Outgoing (or in the Preliminary Sublease Year or Final Sublease Year, the appropriate part of any Outgoing) whether issued against the Association or the EDTL.

(b) Where any Outgoing is issued against the Association, the Association must give the EDTL a copy of the invoice in respect of that Outgoing within 7 Business Days of receiving the invoice.

(c) The EDTL must pay the amounts under this clause 14.1 direct to any Government Agency or other person imposing the charge on time.

(d) The EDTL must give the Association receipts for any Outgoings paid by the EDTL upon request by the Association.

(e) Nothing in this clause 14.1 prevents the EDTL from recovering Outgoings from any Living Area Underlessee or Living Area Licensee, including, if applicable, the Association.

14.2 Charges for Services

(a) The Association is not liable for:

(i) the cost of any Services supplied, metered, consumed or connected to the Living Area except where the Services are for the benefit of the Association; or

(ii) the cost of installing separate meters for any Services capable of being separately metered.

(b) The EDTL must pay on time any amounts charged or levied directly upon the Association relating to the use or supply of Services (except where the Services are for the benefit of the Association) direct to any Government Agency or other person imposing the charge.

(c) Nothing in this clause 14.2 prevents the EDTL from recovering amounts relating to the use or supply of services from any Living Area Underlessee or Living Area Licensee, including, if applicable, the Association.

14.3 Stamp duty

For the avoidance of doubt, the EDTL must pay any stamp duty assessed on this Sublease.

14.4 Association's Administrative costs

The Administrative Costs incurred by the Association will be born by the EDTL.

Viewed at 12:10:06 on 26/10/2016 by 32GPL.

15. Insurance

(a) Subject to clause 15(b), the EDTL will self insure with Comcover during the Term in respect of the following:

(i) the Improvements; and

(ii) public risk in relation to the Living Area.

(b) Nothing in this clause 15 requires the EDTL to self insure with Comcover in respect of any Improvements if the Improvements are the subject of a Housing Management Agreement, Living Area Underlease or Living Area Licence which requires the Housing Authority, Living Area Lessee or Living Area Licensee, as the case may be, to effect and maintain insurance in relation to the Improvements.

16. GST

(a) Subject to this clause 16, all taxes, duties and government charges imposed in Australia or overseas in connection with this Sublease must be borne by the EDTL.

(b) Unless otherwise indicated, all consideration for any supply made under this Sublease is exclusive of any GST imposed on the supply.

(c) Subject to this clause, if one party (**supplier**) makes a taxable supply under this Sublease to another party (**recipient**), any party providing consideration for the supply must pay on demand without setoff an additional amount to the supplier equal to the GST imposed on the supply by reference to the consideration provided by that party.

(d) No party may claim or retain from another party any amount in relation to a supply made under this Sublease for which the first party can obtain an input tax credit or decreasing adjustment.

17. Use of Living Area

17.1 Permitted Use

The EDTL must only use, and permit the use of, the Living Area for any use consistent with the purpose of the Lease and including the development of the Living Area for the benefit of current and future residents (**Permitted Use**). At the Commencement Date the purpose of the Lease is Communal Settlement, Camping and Ancillary.

17.2 Compliance with Laws and Planning Scheme

The EDTL must comply with all Laws and any Planning Scheme which affect or relate to the Living Area and the use or occupation of the Living Area and its Improvements regardless of whether the Law or Planning Scheme requires either or both of the EDTL and the Association or any Third Party to take action, except to the extent that such compliance requires the EDTL to undertake structural alterations or additions to the Existing Improvements, unless such structural alterations or additions are occasioned or required by reason of:

(a) the nature of the particular business conducted by the EDTL in the Living Area; or

Viewed at 12:10:06 on 26/10/2016 by 32GPL.

(b) any negligence or default of the EDTL.

17.3 Compliance with Lease

(a) If the Lease restricts or places conditions on any Development, the EDTL must comply with those restrictions and conditions as if they were restrictions or conditions under this Sublease.

(b) If the Lease places any obligations on the Association, the EDTL must comply with those obligations as if they were obligations under this Sublease.

(c) Clause 17.3(b) does not apply to any obligations in the Lease that require the Association to pay rent or other monies except as otherwise expressly provided in this Sublease.

17.4 Compliance with notices

The EDTL must comply with all notices, orders and directions issued or given by a Government Agency which affect or relate to the Living Area or the use or occupation of the Living Area regardless of whether the notice, order or direction is addressed to or requires compliance by either or both of the EDTL and the Association or any Third Party except:

(a) to the extent that the Association is required to comply with any Law; or

(b) to the extent that compliance with the obligation in this clause 17.4 requires the EDTL to undertake structural alterations or additions to the Existing Improvements, unless such structural alterations or additions are occasioned or required by reason of:

(i) the nature of the particular business conducted by the EDTL in or on the Living Area; or

(ii) any negligence or default of the EDTL.

17.5 Notices

A Party which receives a notice, order or direction from a Government Agency which affects or relates to the Living Area or the use or occupation of the Living Area must promptly give a copy of that notice, order or direction to the other Parties.

17.6 Roads

The Parties acknowledge that the general Laws of the Northern Territory, or a local government body of the Northern Territory, in relation to the use of public roads should apply to all roads in the Living Area generally used by the occupants of the Living Area, and will make no objection or claim to compensation if those Laws do apply.

18. EDTL's indemnity

18.1 Risk

The EDTL:

Viewed at 12:10:06 on 26/10/2016 by 32GPL.

(a) uses and occupies the Living Area;

(b) uses the Existing Improvements; and

(c) uses all Services,

at the EDTL's own risk.

18.2 The EDTL indemnifies the Association

(a) Subject to the terms of this Sublease, the EDTL must indemnify and keep indemnified the Association against all actions, claims, losses, demands, damages, liabilities, suits, costs and expenses for which it is liable (including legal costs on a full indemnity basis) resulting from:

(i) any damage or loss of property; and

(ii) the death of or injury to any person,

which is or may be suffered or sustained in the Living Area, whether occupied by the EDTL or not, in circumstances which relate in any way to the use and occupation of the Living Area.

(b) This indemnity will not apply to the extent that the action, claim, loss, demand, damage, liability, suit, cost or expense is caused by a deliberate or negligent act or omission of the Association.

(c) This indemnity will not apply to the extent that any claim, liability, action, suit, demand, cost or expense results from any:

(i) loss of or damage to any property in land within the Living Area;

(ii) death or injury of any person occurring on any part of land within the Living Area;

(iii) failure of any of the Services in, on or under land within the Living Area,

if that land is the subject of a Living Area Underlease to the Association.

18.3 The EDTL releases the Association

(a) The EDTL releases the Association and the Association's Agents to the full extent permitted by Law from all claims, liabilities, actions, suits, demands, costs and expenses of every kind resulting from any:

(i) loss of or damage to any property in the Living Area;

(ii) death or injury of any person occurring on any part of the Living Area;

(iii) act or omission of the Association or the Association's Agents in the Living Area; and

(iv) failure of any of the Services.

(b) The EDTL releases and forever discharges the Association from any and all liability arising from any disruption to the EDTL's use of the Living

Viewed at 12:10:06 on 26/10/2016 by 32GPL.

Area arising from Works undertaken pursuant to clause 9.3 including but not limited to any claim for the Association's breach of the covenant of quiet enjoyment.

(c) This release will not apply to the extent that any claim, liability, action, suit, demand, cost or expense is caused by a deliberate or negligent act or omission of the Association or the Association's Agents.

(d) This release will not apply to the extent that any claim, liability, action, suit, demand, cost or expense results from any:

(i) loss of or damage to any property in land within the Living Area;

(ii) death or injury of any person occurring on any part of land within the Living Area;

(iii) failure of any of the Services in, on or under land within the Living Area,

if that land is the subject of a Living Area Underlease to the Association.

19. Reinstatement

19.1 No obligation to reinstate

Subject to clause 9.2(b), neither the Association or the EDTL has any obligation to reinstate the Living Area if at any time during the Term any part of the Living Area is wholly or partly damaged or destroyed or becomes unfit for, or incapable of use or occupation.

19.2 No right to damages

The EDTL will not have any right, action or claim for loss, damage or compensation against the Association as a result of damage to or destruction of any part of the Living Area except to the extent that the damage or destruction is caused or contributed to by a wilful or negligent act or omission of the Association or the Association's Agents.

20. Consultative Forum

20.1 Establishment of the Consultative Forum

(a) The Parties agree that there will be a Consultative Forum for the Alice Springs Living Area Subleases.

(b) Immediately after the execution of the first Alice Springs Living Area Sublease, the EDTL must establish a Consultative Forum.

(c) The Consultative Forum will comprise a maximum of 6 members, being 1 nominee of the EDTL and 5 nominees of the Alice Springs Living Area Associations.

20.2 Purpose of the Consultative Forum

The purpose of the Consultative Forum is to:

Viewed at 12:10:06 on 26/10/2016 by 32GPL.

(a) facilitate communications and to discuss land use and other issues arising in relation to the performance of Alice Springs Living Area Subleases having regard to the interests of Alice Springs Living Area Associations and other legitimate community interests; and

(b) perform other functions as agreed by the Parties from time to time.

20.3 Association nominees to consult with Living Area residents

The members of the Consultative Forum who are nominees of the Alice Springs Living Area Associations will consult with residents of the Subleased Alice Springs Living Areas in relation to the business of the Consultative Forum.

20.4 Power to bind the Parties

(a) The Consultative Forum does not have the power to bind the Parties to this Sublease.

(b) A member of the Consultative Forum does not have the power to bind the Party who appointed him or her.

20.5 EDTL to consult with the Consultative Forum

(a) The EDTL must Consult with the Consultative Forum in relation to:

(i) the future development of the Subleased Alice Springs Living Areas including the housing and Infrastructure needs of the Subleased Alice Springs Living Areas;

(ii) Housing Management Agreements or Living Area Underleases which the EDTL proposes to grant, other than a Housing Management Agreement to the Territory or Territory Housing that will commence within the first 3 years of this Sublease; and

(iii) material contracts which the EDTL proposes to enter into relating to the Subleased Alice Springs Living Areas.

(b) The EDTL may consult with the Consultative Forum in relation to any other matter related to the administration of this Sublease.

(c) The EDTL must have due regard to any recommendation of the Consultative Forum.

20.6 Conduct of the Consultative Forum

(a) The EDTL must convene:

(i) the first meeting of the Consultative Forum within 6 months of the commencement of the first Alice Springs Living Area Sublease; and

(ii) meetings of the Consultative Forum no less frequently than every 6 months during the Term of this Sublease.

(b) Subject to clause 20.6(a), meetings of the Consultative Forum are to be convened and conducted in accordance with the Consultative Forum Rules prepared in reasonable form by the EDTL and amended from time to time by the Consultative Forum (**Consultative Forum Rules**).

Viewed at 12:10:06 on 26/10/2016 by 32GPL.

(c) The reasonable costs of the Consultative Forum will be borne by the EDTL.

20.7 Annual Statement to Consultative Forum

The EDTL will provide a statement (**EDTL Annual Statement**) to the Consultative Forum within 6 months of the end of each Sublease Year providing details of the EDTL's revenue and expenses in relation to the Subleased Alice Springs Living Areas during the previous Sublease Year.

21. Advisory Housing Forum

21.1 Membership of the Advisory Housing Forum

(a) The Parties agree that there will be an Advisory Housing Forum for the Alice Springs Living Area Subleases.

(b) The Advisory Housing Forum will comprise 3 members, being 1 nominee of the Commonwealth of Australia, 1 nominee of the Territory and 1 nominee of Tangentyere Council.

21.2 Purpose of the Advisory Housing Forum

The purpose of the Advisory Housing Forum is to facilitate communications between the Commonwealth of Australia, the Territory and Tangentyere Council in relation to tenancy management issues in the Subleased Alice Springs Living Areas.

21.3 Power to bind the Parties

(a) The Advisory Housing Forum does not have the power to bind the Parties to this Sublease.

(b) A member of the Advisory Housing Forum does not have the power to bind the Party who appointed him or her.

21.4 Advisory Housing Forum Meetings

(a) The Advisory Housing Forum will meet quarterly.

(b) Meetings of the Advisory Housing Forum are to be convened and conducted in accordance with the rules (if any) determined by the Advisory Housing Forum from time to time.

22. Association's obligations

22.1 Quiet enjoyment

If the EDTL pays the Sublease Payment (if demanded) and otherwise complies with the terms of this Sublease, the EDTL may, subject to any Registered Interest, peaceably hold and quietly enjoy the Living Area during the Term without disturbance or interruption from or by the Association or any other person or persons claiming under the Association during the Term.

Viewed at 12:10:06 on 26/10/2016 by 32GPL.

22.2 Produce certificates

The Association will promptly produce all necessary certificates as to title upon demand by the EDTL to facilitate the registration of this Sublease, any Housing Management Agreement, any Living Area Underlease and any Living Area Licence granted by the EDTL or any transfer, variation, mortgage, underlease, surrender or other dealing with or involving a Housing Management Agreement, Living Area Underlease or Living Area Licence.

23. Sublease ends if Lease ends

This Sublease will automatically end if the Lease ends for any reason. If this Sublease ends under this clause, this does not affect rights that arise before, or because of, the ending of this Sublease.

24. Default

24.1 Occurrence of Default Event

(a) If a Default Event occurs the Association may give the Defaulting Party a notice in writing:

(i) specifying that a Default Event has occurred;

(ii) setting out reasonable details of the event or circumstance constituting the Default Event; and

(iii) in the case of a Default Event other than a Financial Default, specifying the Cure Period.

(b) If the Defaulting Party is the Territory, the Association must give the EDTL a copy of the Default Notice within 5 Business Days of providing the Default Notice to the Territory.

24.2 Financial Default

(a) If the EDTL commits a Financial Default and fails to remedy the breach within 40 Business Days after receiving the Default Notice, the Association may terminate this Sublease 40 Business Days after giving written notice of intention to terminate to the EDTL subject to clause 24.2(b).

(b) The Association may not give written notice of intention to terminate to the EDTL until it has exhausted the procedures in clause 28.

24.3 Remedies for other Default Events

(a) If a Defaulting Party commits a Default Event, other than a Financial Default, then within 20 Business Days of receipt of the Default Notice, the Defaulting Party must provide to the Association a Cure Plan in respect of that Default Event. The Association must not unreasonably refuse a request by the Defaulting Party for an extension of time to prepare the Cure Plan.

(b) Following receipt of a Default Notice, the Defaulting Party will be permitted to cure the Default Event within the Cure Period and, if applicable, in accordance with the Cure Plan.

Viewed at 12:10:06 on 26/10/2016 by 32GPL.

(c) If the Defaulting Party requires an extension to the Cure Period it may, not later than the expiration of the current Cure Period, provide to the Association:

(i) a revised Cure Plan; and

(ii) evidence that:

(A) the Defaulting Party has diligently pursued and is continuing to diligently pursue a feasible and practicable programme of rectification; and

(B) the Default Event cannot be (or could not have been), with reasonable diligence, cured within the current Cure Period.

(d) The Association must not unreasonably refuse to grant an extension of the Cure Period.

(e) If the Defaulting Party commits a Default Event in relation to the Living Area and the Default Event is not cured within the Cure Period then the Defaulting Party commits a Termination Event.

(f) The provisions of this clause 24.3 do not limit or reduce the rights of the Association to claim damages for breach of this Sublease.

24.4 Remedies for Termination Event

(a) If a Termination Event occurs, then the Association will be entitled to:

(i) terminate this Sublease 40 Business Days after service of written notice of intention to terminate to the EDTL, subject to clause 24.2(b); and

(ii) exercise all legal and equitable rights and remedies available to the Association (whether under this Sublease or otherwise).

(b) The Association may not give written notice of intention to terminate to the EDTL until it has exhausted the procedures in clause 28.

24.5 Waiver

If this Sublease, or the EDTL's right to occupy the Living Area is terminated for any reason, the EDTL waives any rights it might otherwise have to pursue a claim of restitution of any kind including, without limitation, a claim of unjust enrichment.

24.6 Consequences of termination

Upon termination of this Sublease, or the EDTL's right to occupy the Living Area (whether through default or expiry or otherwise), the rights and obligations of the Parties will cease except for:

(a) any obligations arising or rights accrued as a result of an existing breach of this Sublease; and

(b) any obligations which are expressed to continue in accordance with the terms of this Sublease.

Viewed at 12:10:06 on 26/10/2016 by 32GPL.

25. Overholding

If the EDTL remains in occupation of the Living Area without objection by the Association following the expiration or earlier determination of this Sublease, then:

(a) the EDTL will be deemed to be a biannual tenant upon the same terms and conditions as are contained in this Sublease so far as they are applicable to such a tenancy; and

(b) such a tenancy will be determinable by either Party on 6 month's prior written notice.

26. Obligations on expiration or termination

26.1 Return of Living Area

The EDTL must return the Living Area to the Association at the expiration, surrender or earlier determination of the EDTL's occupancy of the Living Area in a condition consistent with its obligations under this Sublease.

26.2 Novation of agreements

(a) Subject to clause 26.3, upon the expiration or earlier determination of this Sublease the EDTL must, upon the request of the Association, use all reasonable endeavours to novate or assign to the Association or the Association's nominee without payment:

(i) any service or maintenance agreement relating to the Living Area, Improvements or Services (or any part of it) or the benefit of any such agreement; and

(ii) any other agreement solely relating to the Living Area (or any part of it) or the benefit of any such agreement.

(b) Nothing in this clause 26.2 requires the Association to request the novation or assignment of any agreement.

26.3 Novation of Housing Management Agreements, Living Area Underleases and Living Area Licences

Prior to or upon the early determination of this Sublease:

(a) the EDTL must use all reasonable endeavours to novate or assign all Housing Management Agreements, Living Area Underleases and Living Area Licences to the Association; and

(b) the Association must use all reasonable endeavours to enable the EDTL to novate or assign all Housing Management Agreements, Living Area Underleases and Living Area Licences to the Association.

27. Renewal

27.1 Renewal of Sublease

The Parties agree to negotiate in good faith for the renewal of this Sublease not later than 20 years before the end of the Term.

Viewed at 12:10:06 on 26/10/2016 by 32GPL.

28. Dispute resolution

28.1 Procedure to resolve disputes

(a) If there is a dispute between the Parties relating to or arising out of this Sublease, the Parties must use reasonable endeavours acting in good faith to settle the dispute as soon as practicable.

(b) If a dispute relating to or arising under this Sublease is not resolved within 25 Business Days (or such longer period as agreed between the Parties) after notice by one Party to the other of the nature of the dispute, the Parties will submit the matter to mediation on the following terms:

(i) the mediator will be chosen by the Parties within 10 Business Days (or such longer period agreed between the Parties) and appointed within a further 5 Business Days (or such longer period agreed between the Parties);

(ii) in the absence of agreement by the Parties as to the mediator, either Party may apply to the President of LEADR to appoint a mediator who must be appointed within 10 Business Days (or such longer period agreed between the Parties) of the application;

(iii) the Parties must endeavour to procure that a mediator appointed under subparagraph 28.1(b)(i) or 28.1(b)(ii):

(A) assists the Parties to reach a resolution of the dispute by agreement;

(B) acts impartially and ensures that each Party has a clear understanding of the other Party's points of view to enable proposals to be formulated for settlement of the dispute;

(C) does not make his or her personal or professional views known to the Parties or give any professional advice to a Party;

(D) is entitled to terminate the mediation if, after consultation with the Parties, the mediator forms the view that the mediation process is exhausted; and

(E) does not impose a solution on the Parties and any suggestion made during the course of the mediation by the mediator will not be binding on a Party;

(iv) each Party may appoint a person, including a legally qualified person, to represent it or assist it in the mediation;

(v) each Party will bear its own costs relating to the preparation for and attendance at the mediation;

(vi) the costs of the mediator will be borne equally between the Parties; and

(vii) the mediation process will cease if the dispute has not been settled within 20 Business Days of the mediator being appointed, or such longer time as may be agreed by the Parties.

Viewed at 12:10:06 on 26/10/2016 by 32GPL.

(c) A Party may not commence court proceedings in relation to a dispute arising in connection with this Sublease until it has exhausted the procedures in this clause 28 unless the Party seeks appropriate injunctive or other interlocutory relief to preserve property or rights or to avoid losses that are not compensable in damages.

28.2 Continue to perform

Notwithstanding the existence of a dispute, each Party must continue to perform its obligations under this Sublease.

29. General

29.1 Amendments

The Parties may from time to time by agreement in writing, amend or vary the provisions of this Sublease.

29.2 Nature of obligations

(a) Any provision in this Sublease which binds more than one person binds all of those persons jointly and each of them severally.

(b) Each obligation imposed on a Party by this Sublease in favour of another is a separate obligation.

29.3 Entire understanding

(a) This Sublease contains the entire understanding between the Parties concerning the subject matter of the Sublease and supersedes all prior communications between the Parties.

(b) Each Party acknowledges that, except as expressly stated in this Sublease, that Party has not relied on any representation, warranty or undertaking of any kind made by or on behalf of the other Party in relation to the subject matter of this Sublease.

29.4 No adverse construction

This Sublease is not to be construed to the disadvantage of a Party because that Party was responsible for its preparation.

29.5 Further assurances

A Party, at its own expense and within a reasonable time of being requested by another Party to do so, must do all things and execute all documents that are reasonably necessary to give full effect to this Sublease.

29.6 No waiver

(a) A failure, delay, relaxation or indulgence by a Party in exercising any power or right conferred on the Party by this Sublease does not operate as a waiver of the power or right.

(b) A single or partial exercise of the power or right does not preclude a further exercise of it or the exercise of any other power or right under this Sublease.

Viewed at 12:10:06 on 26/10/2016 by 32GPL.

(c) A waiver of a breach does not operate as a waiver of any other breach.

29.7 Severability

If any provision of this Sublease is void, voidable by any party, unenforceable or illegal, it shall be read down so as to be valid and enforceable or if it can not be so read down, the provision (or where possible the offending words), shall be severed from this Sublease without affecting the validity, legality or enforceability of the remaining provisions (or parts of those provisions) of this Sublease which will continue in full force and effect.

29.8 Successors and assigns

This Sublease binds and benefits the Parties and their respective successors and permitted assigns under clause 29.9.

29.9 No assignment without consent of other Parties

(a) A Party cannot assign or otherwise transfer the benefit of this Sublease without the prior written consent of each other Party.

(b) An assignment or transfer of the benefit of this Sublease without the prior written consent of each other Party is invalid.

29.10 Consents and approvals

Where anything depends on the consent or approval of a Party then, unless this Sublease provides otherwise, that consent or approval may be given conditionally or unconditionally or withheld, in the absolute discretion of that Party.

29.11 Costs

Each Party must pay its own legal costs of and incidental to the preparation and completion of this Sublease.

29.12 Governing law and jurisdiction

(a) This Sublease is governed by and must be construed in accordance with the laws in force in the Northern Territory.

(b) The Parties submit to the exclusive jurisdiction of the courts of that Territory and the Commonwealth of Australia in respect of all matters arising out of or relating to this Sublease, its performance or subject matter.

29.13 Notices

Any notice or other communication to or by a Party under this Sublease:

(a) may be given by personal service, pre-paid registered post or facsimile;

(b) must be in writing, legible and in English addressed (depending on the manner in which it is given) as set out in Item 3 of the Schedule or to any other address last notified by the Party to the sender by notice given in accordance with this clause;

Viewed at 12:10:06 on 26/10/2016 by 32GPL.

(c) in the case of a corporation, must be signed by an officer or authorised representative of the sender or in accordance with section 127 of the Corporations Act or section 99-5 of the CATSI Act; and

(d) is deemed to be given by the sender and received by the addressee:

(i) if delivered in person, when delivered to the addressee;

(ii) if posted, 2 Business Days (or 6 Business Days, if posted outside Australia) after the date of posting to the addressee whether delivered or not; or

(iii) if sent by facsimile transmission, on the date and time shown on the transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety and in legible form to the facsimile number of the addressee notified for the purposes of this clause,

but if the delivery or receipt is on a day which is not a Business Day or is after 4.00 pm (addressee's time), it is deemed to have been received at 9.00 am on the next Business Day.

29.14 Counterparts

If this Sublease consists of a number of signed counterparts, each is an original and all of the counterparts together constitute the same document.

29.15 Conflicting provisions

If there is any conflict between the main body of this Sublease and any schedules or annexures comprising it, then the provisions of the main body of this Sublease prevail.

29.16 Non merger

A term or condition of, or act done in connection with, this Sublease does not operate as a merger of any of the rights or remedies of the Parties under this Sublease and those rights and remedies continue unchanged.

29.17 Operation of indemnities

Unless this Sublease expressly provides otherwise:

(a) each indemnity in this Sublease survives the expiry or termination of this Sublease; and

(b) a Party may recover a payment under an indemnity in this Sublease before it makes the payment in respect of which the indemnity is given.

29.18 No right of set-off

Unless this Sublease expressly provides otherwise, a Party has no right of set-off against a payment due to another Party.

29.19 Payment of interest

Any provision expressed or implied in this Sublease obliging the EDTL to pay interest on any moneys including the Sublease Payment has no effect.

Viewed at 12:10:06 on 26/10/2016 by 32GPL.

29.20 Relationship of Parties

Unless this Sublease expressly provides otherwise, nothing in this Sublease may be construed as creating a relationship of partnership, of principal and agent or of trustee and beneficiary.

Viewed at 12:10:06 on 26/10/2016 by 32GPL.

Schedule - Sublease particulars

Item:		Particulars:
1.	**Living Area** (clause 1.1)	The whole of the land described in Certificate of Title Volume 622 Folio 176 being Lot 5150 Town of Alice Springs on plan S77/035 a copy of which is attached at Annexure 1.
2.	**Commencement Date** (clause 1.1)	The date on which clause 2.1(a) is satisfied, being 3 December 2009
3.	**Notices** (clause 29.13)	If to the Association: Akngwertnarre Association Incorporated PO Box 8070 Alice Springs NT 0871
		If to the EDTL: The Executive Director of Township Leasing Centraplaza 16 Bowes Street WODEN ACT 2606 Facsimile: (02) 6121 4150
		If to the Territory: Executive Director Projects and Key Initiatives Territory Housing, Department of Local Government and Housing GPO Box 4621 Darwin NT 0801 Ph: (08) 8999 8426

Viewed at 12:10:06 on 26/10/2016 by 32GPL.

	If to Territory Housing: Executive Director Projects and Key Initiatives Territory Housing, Department of Local Government and Housing GPO Box 4621 Darwin NT 0801 Ph: (08) 8999 8426
4. **Community Land** (clause 1.1)	That part of the Living Area indicatively cross-hatched on the plan at Annexure 4 being the areas marked "53", "Open Space 1" and "Open Space 2".

Viewed at 12:10:06 on 26/10/2016 by 32GPL.

Executed as a deed.

Executed by **Akngwertnarre Association Incorporated** in accordance with its constitution by:

Signature	Signature
Boyd Elston	[illegible] Mechleton.
Print Name	Print Name
President	SECRETARY
Position	Position
Signature	Signature
Print Name	Print Name
Position	Position

31-07-2009
Date

Viewed at 12:10:06 on 26/10/2016 by 32GPL.

Executed by the **Executive Director of Township Leasing** for and on behalf of the Commonwealth of Australia in the presence of:)

.....
Signature of qualified witness

.....
Signature of Executive Director of Township Leasing

Kym Lockley
.....
Name of qualified witness (please print)

PAT WATSON
.....
Name (please print)

Solicitor
.....
Qualification

Phone: (02) 61214223
Address: L3, 16 Bowes St
.....
Woden ACT
.....
Contact details of qualified witness

3/12/2009
.....
Date

Sublease

SIGNED by DAVID RITCHIE for and on behalf of the NORTHERN TERRITORY OF AUSTRALIA pursuant to a delegation under the *Contracts Act* in the presence of:

.....
Witness

Jackie Antao
Print name

A Practitioner of the Supreme Court
of the Northern Territory of Australia
68 The Esplanade, Darwin NT
Ph: (08) 8935 7809
Position

.....
Signature

David John Ritchie
Chief Executive

Print name

3 DEC 2009
.....
Date

The common seal of the Chief Executive Officer (Housing) was affixed in the presence of:

.....
Witness

Jackie Antao
Print name

A Practitioner of the Supreme Court
of the Northern Territory of Australia
68 The Esplanade, Darwin NT
Ph: (08) 8935 7809
Position

Chief Executive Officer (Housing)

D J Ritchie
Chief Executive

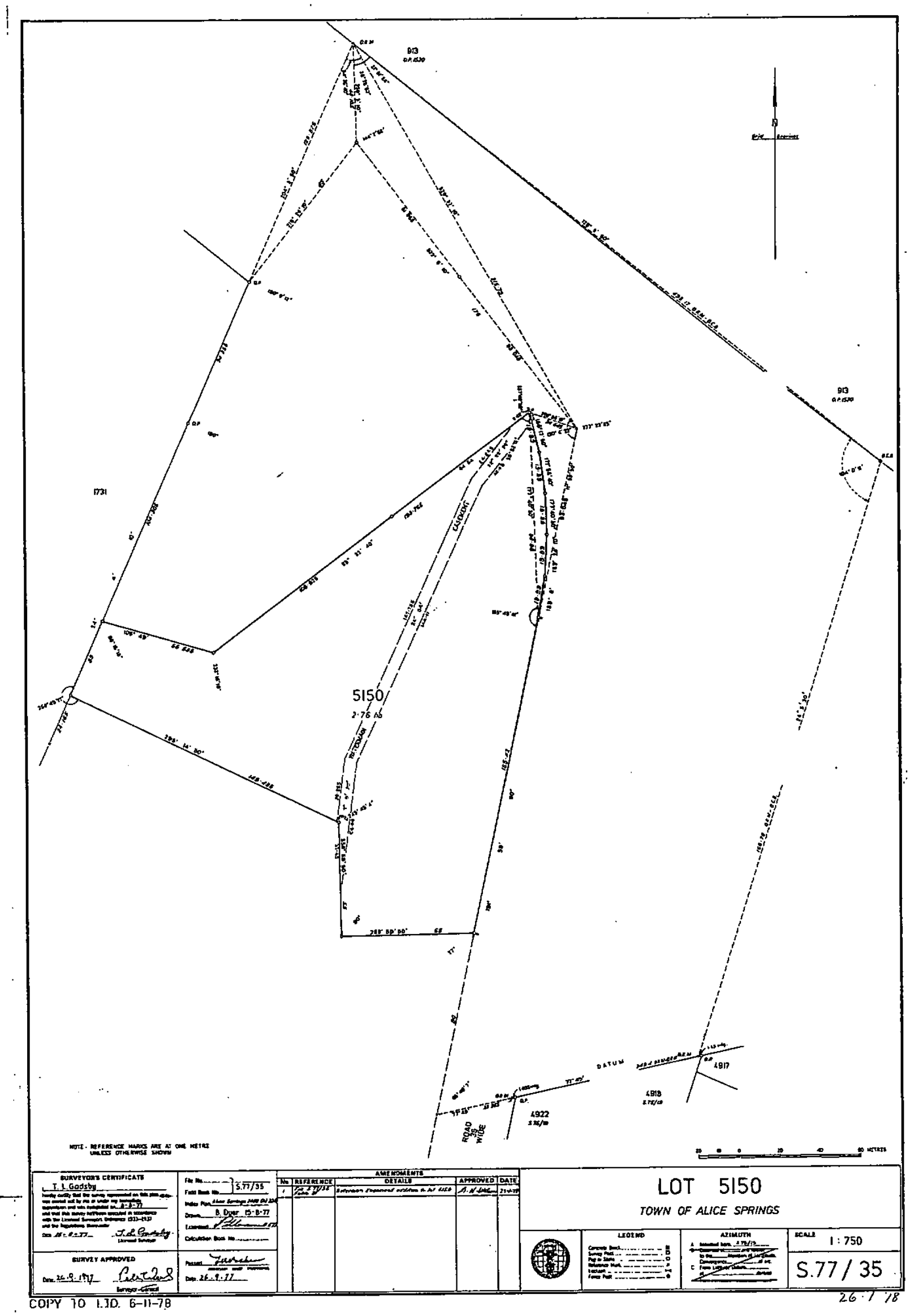
Print name

3 DEC 2009
.....
Date

Sublease

Annexure 1 - Living Area

Survey Plan S 77/035



Viewed at 14:05:33 on 18/05/2009 by 69AGS.

Viewed at 12:10:06 on 26/10/2016 by 32GPL.

Annexure 2 - Form 78 Non Lapsing Caveat

Viewed at 12:10:06 on 26/10/2016 by 32GPL.

Intentionally Blank

Form 78

Section 138

Land Title Act
REGISTRAR-GENERAL'S DIRECTIONS

NORTHERN TERRITORY OF AUSTRALIA

X **No:**

IMPORTANT NOTICE

Please Note Privacy Statement Overleaf

NON LAPSING CAVEAT

The caveator claims the estate or interest specified in the land described on the grounds set out and forbids the registration of any dealing affecting that estate or interest to the extent of the prohibition as specified during the period in which the caveat remains in force. (NOTES 1-5)

Register	Volume	Folio	Location	Lot Description	Plan	Unit

(NOTE 6)

CAVEATOR (PERSON LODGING CAVEAT)	Name: Address for the service of Notices:	(NOTE 7)
ESTATE OR INTEREST CLAIMED		(NOTE 8)
GROUNDS OF CLAIM		(NOTE 9)
REGISTERED INTERESTS AFFECTED EXTENT OF PROHIBITION	Instrument No: Absolutely	(NOTE 10)
OWNERS	Name: Address:	(NOTE 11)
OTHER PARTIES	Name: Address:	(NOTE 12)

BASIS OF LODGEMENT (tick one)	BY REGISTERED OWNER	WITH THE CONSENT OF THE REGISTERED OWNER	COPY OF COURT ORDER DEPOSITED	OTHER THAN PURSUANT TO PART 7 DIVISION 2 OF THE *LAND TITLES ACT*.	(NOTE 13)

.....
SIGNED by the Caveator
on (Date) .....

In the presence of:
.....
Qualified Witness:
.....

.....

(NOTES 14 & 15)

Registered on ..... At .....

Office use only.

Notices sent to registered proprietors

On ..... / ..... / 20.....

Registered Mail No: .....

Notices sent to registered proprietors

On ..... / ..... / 20.....

Registered Mail No: .....

Notices sent to registered proprietors

On ..... / ..... / 20.....

Registered Mail No: .....

Notices sent to registered proprietors

On ..... / ..... / 20.....

Registered Mail No: .....

SCHEDULE OF NOTES

1. Caveats remain in effect for the periods specified in Part 7 Division 2 of the *Land Title Act.* For Non Lapsing of Caveats refer Section 142 of the *Land Title Act.* This form may be used only if one of the circumstances set out in section 142(1) (a) to (e) of the *Land Title Act* exists.
2. A caveat prevents registration of another instrument affecting the lot over which the caveat is lodged from the date and time endorsed by the Registrar-General on the caveat as the caveat's date and time of lodgement.
3. A caveat may be lodged as an original only and must be typed or completed in ink or biro. Alterations to information entered on the form should be crossed out (not erased or obliterated by painting over) and initialled by the parties.
4. All signatures must be in ink or biro.
5. If there is insufficient space in any panel use the space above or an annexure sheet (Form 95).
6. Volume and Folio references must be given together with complete parcel description. The certificate as to title need not be produced. If the caveat affects part only of the land in a title the description should also be given. Any necessary diagram should be endorsed above or on an annexure sheet (Form 95) or a survey plan deposited with the Surveyor-General may be referred to.
7. Insert full name and an address for the service of notices. The address can be a postal address.
8. Specify the estate or interest claimed eg. "an estate in fee simple in the land", "an interest as mortgagee in the land". Where the interest claimed is the interest of only one of several registered owners this fact should be set out here. The interest must be an interest in the land.
9. Specify the grounds on which the interest is claimed.

   eg. "as purchaser under a contract of sale from A.B. dated....."
   "as mortgagee under an instrument of mortgage from A.B. dated....."
10. Where the caveat only affects one or some of the registered interest specify the registered interest eg lease. Caveats can be lodged so as not to absolutely prohibit dealings with the land or interest. If this is the case delete "absolutely" and specify the conditions under which registration may be effected. eg "except a mortgage to .....".
11. Insert Owners current address for the Service of Notices.
12. The Registrar-General must give written notice of lodgement of a caveat to each person whose interest or whose right to registration of an instrument is affected by the caveat. Insert name and address for the Service of Notices of anyone else having the right to deal with the lot affected by the caveat
13. You must tick one of these boxes. If you are unable to, the caveat subject to section 142 of the *Land Title Act* is a lapsing caveat and form 79 must be used. If you are claiming that the caveat is lodged with the consent of the registered owner evidence of the written consent is required either as a separate consent (Form 93) or other evidence of that consent must be produced.
14. The caveat may be signed by the caveator or by an agent of the caveator.
15. Persons who may witness this document are a Commissioner for Oaths, a member of the Legislative Assembly, a legal practitioner within the meaning of the *Legal Practitioners Act*, a person holding office under the *Supreme Court Act*, the *Justices Act*, the *Local Court Act* or the *Registration Act*, a member of the Police Force, a person licensed as a conveyancing agent or real estate agent under the *Agents Licensing Act*, a Notary Public and any other person approved by the Registrar-General.

    A witness to an instrument executed by an individual must first:

    - take reasonable steps to ensure that the individual is the person entitled to sign the instrument;
    - have the individual execute the document in the presence of the witness;
    - not be a party to the instrument; and
    - if witnessing more than one signature, clearly state that he/she has witnessed more than one signature. (ie I have witnessed the two signatures appearing above).

    After signing, witnesses must legibly write, type or stamp their names and contact address or telephone number below their signature.

    For a corporation, an instrument must be executed in a way permitted by law or sealed with the corporation's seal in accordance with the *Law of Property Act*, Section 48.

    For witnessing of instruments executed outside the Northern Territory refer to Schedule 1 of the *Land Title Act* and the Registrar-General's Direction.

PRIVACY STATEMENT – LAND REGISTER FORMS

The Registrar-General's Office is authorised by the Land Title Act to collect the information on this form for the establishment and maintenance of the Land Register, which is made available for search by any person, anywhere, including through the Internet, upon payment of a fee. The information is regularly provided to other NT Government agencies, the Australian Valuation Office, local governments, the Australian Bureau of Statistics, the Australian Taxation Office or other Commonwealth Agencies as required or authorised by law, and some private sector organisations for conveyancing, local government, valuation, statistical, administrative and other purposes. The Department of Planning and Infrastructure also uses the information to prepare and sell or licence property sales reports to commercial organisations concerned with the development, sale or marketing of property.

Failure to provide the information in full or in part may prevent your application or transaction being completed.

Your personal information provided on this form can be subsequently accessed by you on request. If you have any queries please contact the Deputy Registrar-General on 8999 5318.

Viewed at 12:10:06 on 26/10/2016 by 32GPL.

Annexure 3 - Form 93 General Consent

Intentionally Blank

Form 93

Land Title Act
REGISTRAR-GENERAL'S DIRECTIONS

NORTHERN TERRITORY OF AUSTRALIA

G	C	No:

IMPORTANT NOTICE

Please Note Privacy Statement Overleaf

GENERAL CONSENT

Register	Volume	Folio	Location	Lot Description	Plan	Unit

(NOTE 1 – 2)

INSTRUMENT BEING CONSENTED TO (Item 1)	Instrument Type: Dated: Names of Parties:	(NOTE 3)
INSTRUMENT UNDER WHICH CONSENT REQUIRED (Item 2)	Dealing Type: Dealing No: Name of consenting party:	(NOTE 4)
EXECUTION BY CONSENTING PARTY	The party identified in item 2 consents to the registration of the instrument identified in item 1 in respect of the above land.	(NOTE 5)

.....	.....
Signed by the Consenting Party	Signed by the Consenting Party
(Date)	(Date) .....
In the presence of:	In the presence of:
.....	.....
Qualified Witness:	Qualified Witness:
.....	.....
.....	.....

(NOTE 6)

Registered on ..... At .....

SCHEDULE OF NOTES

1. This General Consent form is lodged as an original only and must be typed or completed in ink or biro. Alterations to information entered on the form should be crossed out (not erased or obliterated by painting over) and initialled by the parties.
2. Volume and Folio references must be given together with parcel description.
3. Insert Instrument type and number, date and name of parties of the instrument being consented to.
4. Insert dealing type, number and name of consenting party.
5. This is the consenting clause.
6. Persons who may witness this document are a Commissioner for Oaths, a member of the Legislative Assembly, a legal practitioner within the meaning of the *Legal Practitioners Act*, a person holding office under the *Supreme Court Act*, the *Justices Act*, the *Local Court Act* or the *Registration Act*, a member of the Police Force, a person licensed as a conveyancing agent or real estate agent under the *Agents Licensing Act*, a Notary Public and any other person approved by the Registrar-General.

   A witness to an instrument executed by an individual must first:

   - take reasonable steps to ensure that the individual is the person entitled to sign the instrument;
   - have the individual execute the document in the presence of the witness;
   - not be a party to the instrument; and
   - if witnessing more than one signature, clearly state that he/she has witnessed more than one signature. (ie I have witnessed the two signatures appearing above).

   After signing, witnesses must legibly write, type or stamp their names and contact address or telephone number below their signature.

   For a corporation, an instrument must be executed in a way permitted by law or sealed with the corporation's seal in accordance with the *Law of Property Act*, Section 48.

   For witnessing of instruments executed outside the Northern Territory refer to Schedule 1 of the *Land Title Act* and the Registrar-General's Direction.

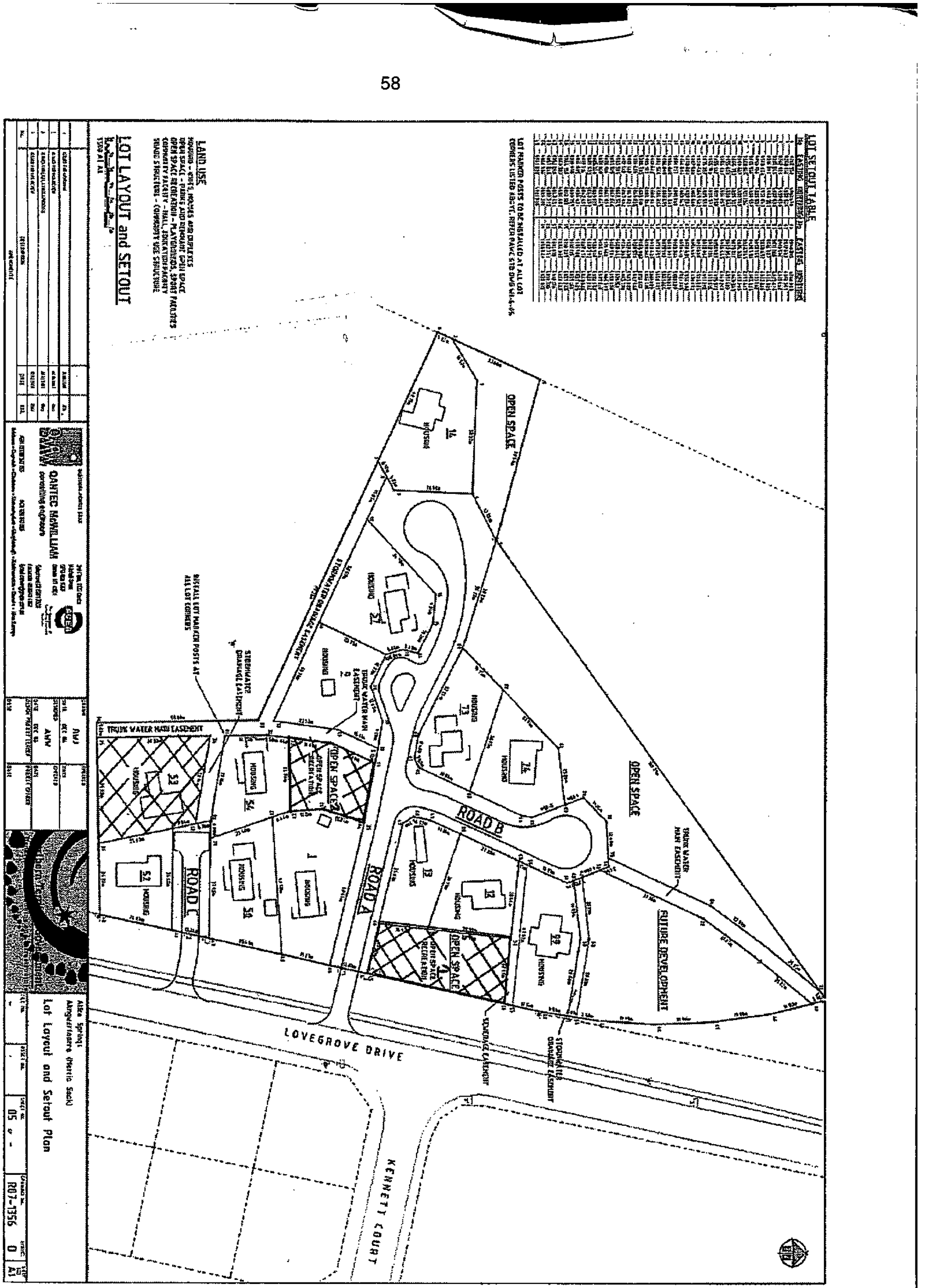
PRIVACY STATEMENT – LAND REGISTER FORMS

The Registrar-General's Office is authorised by the Land Title Act to collect the information on this form for the establishment and maintenance of the Land Register, which is made available for search by any person, anywhere, including through the Internet, upon payment of a fee. The information is regularly provided to other NT Government agencies, the Australian Valuation Office, local governments, the Australian Bureau of Statistics, the Australian Taxation Office or other Commonwealth Agencies as required or authorised by law, and some private sector organisations for conveyancing, local government, valuation, statistical, administrative and other purposes. The Department of Planning and Infrastructure also uses the information to prepare and sell or licence property sales reports to commercial organisations concerned with the development, sale or marketing of property.

Failure to provide the information in full or in part may prevent your application or transaction being completed.

Your personal information provided on this form can be subsequently accessed by you on request. If you have any queries please contact the Deputy Registrar-General on 8999 5318.

Annexure 4 - Community Land


LOT SETOUT TABLE
LAND USE
LOT LAYOUT and SETOUT
OPEN SPACE
FUTURE DEVELOPMENT
ROAD A
ROAD B
ROAD C
LOVEGROVE DRIVE
KENNET COURT
TRUNK WATER MAIN EASEMENT
STORMWATER DRAINAGE EASEMENT
QANTEC MAXWELLMAN
Lot Layout and Setout Plan

Sublease

Form 32 Section 65

Land Title Act
REGISTRAR-GENERAL'S DIRECTIONS

NORTHERN TERRITORY OF AUSTRALIA

DL00728354D

Dealing Number: 728354 Lodged 09/06/2010 at 10:37:30
Dealing Type: UL By CASH
Volume 747 Folio 785 Fee $ 155.00 Receipt 347418

Not liable to stamp duty in the Northern Territory (NOTE 1)

for Commissioner of Territory Revenue
24/3/10

SUBLEASE

The owner of the lease subleases to the tenant the estate and interest in the land described and the tenant accepts this sublease of the land for the term and at the rent stipulated and subject to the covenants and conditions contained below or on the back of this document and acknowledges the amount payable or other consideration for the lease. (NOTES 2 – 3)

ESTATE AND INTEREST — Lease being subleased: Number: 728333 (NOTE 4)

Register	Volume	Folio	Location	Lot Description	Plan	Unit
CUFT	~~622~~ 747	~~176~~ 785	Town of Alice Springs	Lot 5150	S77/035	N/A

(NOTE 5)

INTEREST BEING SUBLEASED: The whole of the Land described in Item 2 of the Schedule to this Sublease and shown on the plan at Annexure 1 to this Sublease, being Lot 5150 Town of Alice Springs on plan S77/035. (NOTE 6)

MARKET RENT UNDER THE SUB-LEASE	Nil	GST AMOUNT	Nil
OTHER CONSIDERATION (Include Nil or Nominal Rent)	$1.10	GST AMOUNT	$0.10

(NOTE 7)

OWNER OF THE LEASE: Executive Director of Township Leasing (NOTE 8)

TENANT: Name: Northern Territory of Australia
Address: C/- Department of Local Government and Housing
RCG House, 83-85 Smith Street, Darwin 0800. (NOTE 9)

TENANCY: Not Applicable (NOTE 10)

TERM OF SUBLEASE (NOTE 11)

Commencing:	Expiring:	Right of Renewal:
3/12/2009	2/12/2012	No

CONSENTS: Nil (NOTE 12)

See Execution Clause at p34 of the attached sublease

See Execution Clause at p35 of the attached sublease (NOTE 13)

Registered on 9.6.2010 At 10:42

CONSENT OF INTEREST HOLDERS

Instrument type: .....

Instrument No: .....

Name of Parties: .....

.....

I the registered proprietor of the interest shown above consent to the registration of this instrument.

Signed: .....

(Date): .....
In the presence of:

.....

Name of Qualified Witness: .....

Address or Telephone No.: .....

Instrument type: .....

Instrument No: .....

Name of Parties: .....

.....

I the registered proprietor of the interest shown above consent to the registration of this instrument.

Signed: .....

(Date): .....
In the presence of:

.....

Name of Qualified Witness: .....

Address or Telephone No.: .....

COVENANTS

It is hereby covenanted by and between the owner of lease and the tenant as follows;

☐ To comply with the provisions contained in Memorandum of Common Provisions recorded in the Register as LTO No.

✓ The conditions and covenants implied by Sections 117 & 119 *Law of Property Act* ~~shall~~/shall not apply. (delete one)

✓ To comply with the provisions annexed to this lease.

SCHEDULE OF NOTES

1. A sub-lease signed on or after 1 July 2006 is required to be stamped by the Commissioner of Taxes where (i) there is no consideration, or (ii) the consideration is nominal, or (iii) there is valuable consideration other than rent under the lease.
2. This form may be lodged in triplicate and may be adapted for an underlease. The original must be typed or completed in ink or biro. The duplicate and triplicate may be copies of the original but the signatures of all parties and their witnesses must be in ink or biro on all copies. If the words "owners" and "tenant" are considered inappropriate other words (lessor/lessee) may be used. Alterations to information entered on the form should be crossed out (nor erased or obliterated by painting over) and initialled by the parties.
3. If there is insufficient space in any panel use the space above or an annexure sheet (Form 95).
4. Insert the number of the Lease being sub-leased or under-leased.
5. Volume and Folio references must be given together with a description of the location and lot number, unit number and unit plan number if applicable. If a certificate as to title has been issued it must be produced.
6. Insert whole of the land or if part of a lot the instrument of lease must also include a sketch plan identifying the part of the lot drawn to a standard to the Registrar-General's satisfaction, if required by the Registrar-General, a plan of survey identifying the part of the lot; or if required by the *Planning Act*, consent under Part 5 of the *Planning Act*.
7. Pursuant to Section 66 (1)(c) of the *Land Title Act* state whether the rent under the sub-lease is market rent, or nil or nominal rent. Market rent means any rent that is not nominal. A sub-lease for nil or nominal rent or other consideration must show the imprint of the Commissioner of Taxes. For the GST amount, if the sub-lease is subject to the margin scheme and the GST amount is unknown insert "margin scheme" in the box provided. Show the words "Nil" or "Not applicable" if not subject to rent or other consideration.
8. Insert full name of the owner of the lease (namely the tenant under the head lease and not the proprietor of the land). Address is not required.
9. Insert full name of the tenant and an address for the service of notices. The address can be a postal address.
10. If two or more tenants, state whether as joint tenants or tenants in common. If tenants in common, specify shares. If no tenancy is stated, the Registrar-General must register the co-owners as tenants in common pursuant to Section 57(2) of the *Land Title Act*.
11. Details of dates of commencement and expiry must be shown. If there is a right of renewal, show "Yes" (if not) "No".
12. Consents by mortgagee should be provided. A lease or amendment of a lease executed after registration of a mortgage of a lot is valid against the mortgagee only if the mortgagee consents to the lease or amendment before its registration. A lease which has not been consented to by a prior mortgagee will not be protected in the event of the mortgagee exercising the power of sale.
13. Persons who may witness this document are a Commissioner for Oaths, a member of the Legislative Assembly, a legal practitioner within the meaning of the *Legal Practitioners Act*, a person holding office under the *Supreme Court Act*, the *Justices Act*, the *Local Court Act* or the *Registration Act*, a member of the Police Force, a person licensed as a conveyancing agent or real estate agent under the *Agents Licensing Act*, a Notary Public and any other person approved by the Registrar-General.

    A witness to an instrument executed by an individual must first:

    - take reasonable steps to ensure that the individual is the person entitled to sign the instrument;
    - have the individual execute the document in the presence of the witness;
    - not be a party to the instrument; and
    - if witnessing more than one signature, clearly state that he/she has witnessed more than one signature. (ie I have witnessed the two signatures appearing above).

    After signing, witnesses must legibly write, type or stamp their names and contact address or telephone number below their signature.

    For a corporation, an instrument must be executed in a way permitted by law or sealed with the corporation's seal in accordance with the *Law of Property Act*, Section 48.

    For witnessing of instruments executed outside the Northern Territory refer to Schedule 1 of the *Land Title Act* and the Registrar-General's Directions.

PRIVACY STATEMENT – LAND REGISTER FORMS

The Registrar-General's Office is authorised by the *Land Title Act* to collect the information on this form for the establishment and maintenance of the Land Register, which is made available for search by any person, anywhere, including through the Internet, upon payment of a fee. The information is regularly provided to other NT Government agencies, the Australian Valuation Office, local governments, the Australian Bureau of Statistics, the Australian Taxation Office or other Commonwealth Agencies as required or authorised by law, and some private sector organisations for conveyancing, local government, valuation, statistical, administrative and other purposes. The Department of Planning and Infrastructure also uses the information to prepare and sell or licence property sales reports to commercial organisations concerned with the development, sale or marketing of property.

Failure to provide the information in full or in part may prevent your application or transaction being completed.

Your personal information provided on this form can be subsequently accessed by you on request. If you have any queries please contact the Deputy Registrar-General on 8999 5318.

Housing Management Agreement

Akngwertnarre (SPL 438)

Executive Director of Township Leasing

and

Northern Territory of Australia

Viewed at 11:10:21 on 26/10/2016 by 32GPL.

Table of Contents

1.	**Definitions and interpretation**	**5**
1.1	Definitions	5
1.2	Interpretation	11
1.3	Good faith	13
1.4	Survival	13
2.	**Housing Management Agreement and Reservations**	**13**
2.1	Grant of Housing Management Agreement	13
2.2	Reservations in respect of adjoining sites	13
2.3	Other Reservations	14
2.4	Rent from Tenants	14
3.	**Mutual agreements and declarations**	**14**
4.	**Implied covenants**	**14**
5.	**Housing Management Agreement Payment**	**15**
5.1	Housing Management Agreement Payment	15
6.	**Services Providers**	**15**
7.	**Access**	**15**
7.1	General	15
7.2	Association's right of access	16
7.3	EDTL's right of access	16
8.	**Improvements**	**17**
8.1	Existing Improvements	17
8.2	Maintenance of Existing Improvements	17
8.3	EDTL's Rights in respect of Existing Improvements	17
8.4	Association's Rights in respect of Existing Improvements	18
8.5	Territory's Improvements	18
8.6	Ownership of Improvements at the end of the Housing Management Agreement	18
9.	**Tenancy Agreements, Land Underleases and Land Licences**	**19**
9.1	Tenancy Agreements (Residential)	19
9.2	Grant of Land Underlease	19
9.3	Grant of Land Licence	19
9.4	Special condition in relation to underleases to a Territory Entity	20
9.5	No release of liability	20
9.6	Community Land	20
10.	**Rates, Taxes and Charges**	**21**
10.1	Outgoings	21
10.2	Charges for Services	21
10.3	Stamp duty	21

Viewed at 11:10:21 on 26/10/2016 by 32GPL.

11.	**GST**	**22**
12.	**Use of Land**	**22**
12.1	Permitted Use	22
12.2	Compliance with Laws and Planning Scheme	22
12.3	Compliance with Lease	22
12.4	Compliance with notices	23
12.5	Notices	23
12.6	Roads	23
13.	**The Territory's release**	**23**
13.1	Risk	23
13.2	The Territory releases the EDTL	24
14.	**Insurance**	**24**
14.1	Obligation to insure the Improvements	24
14.2	Obligation to insure for public liability	24
14.3	Periods of insurance	24
14.4	Insurers and policies	25
14.5	The Territory to satisfy itself	25
14.6	Insurance policies to waive rights of subrogation	25
14.7	No limitation	25
14.8	Association to prove currency of insurance	25
14.9	The Territory's insurance	25
15.	**Reinstatement**	**26**
15.1	No obligation to reinstate	26
15.2	No right to damages	26
16.	**EDTL's obligations**	**26**
16.1	Quiet enjoyment	26
16.2	Produce certificates	26
17.	**Default**	**26**
17.1	Occurrence of Default Event	26
17.2	Financial Default	26
17.3	Remedies for other Default Events	27
17.4	Remedies for Termination Event	27
17.5	Waiver	28
17.6	Consequences of termination	28
18.	**Overholding**	**28**
19.	**Housing Management Agreement ends if Sublease ends**	**28**
20.	**Obligations on expiration or termination**	**28**
20.1	Return of Land	28
20.2	Novation of agreements	28
20.3	Novation of Tenancy Agreements, Land Underleases and Land Licences	29
21.	**Dispute resolution**	**29**
21.1	Procedure to resolve disputes	29
21.2	Continue to perform	29

Viewed at 11:10:21 on 26/10/2016 by 32GPL.

Table of Contents (ctd) 4

22.	**General**	**29**
22.1	Amendments	29
22.2	Nature of obligations	29
22.3	Entire understanding	29
22.4	No adverse construction	30
22.5	Further assurances	30
22.6	No waiver	30
22.7	Severability	30
22.8	Successors and assigns	30
22.9	No assignment without consent of other Parties	30
22.10	Consents and approvals	30
22.11	Costs	31
22.12	Governing law and jurisdiction	31
22.13	Notices	31
22.14	Counterparts	31
22.15	Conflicting provisions	32
22.16	Non merger	32
22.17	No right of set-off	32
22.18	Payment of interest	32
22.19	Relationship of Parties	32
22.20	Residential Tenancies Act	32
22.21	Compliance with Sublease	32
Schedule - Housing Management Agreement particulars		**33**

Viewed at 11:10:21 on 26/10/2016 by 32GPL.

Housing Management Agreement

Date 3 December 2009

Parties

1. Executive Director of Township Leasing, established by section 20B of the Land Rights Act, on behalf of the Commonwealth of Australia, ABN 36 342 015 855 ("the **EDTL**")

2. Northern Territory of Australia, care of the Department of Planning and Infrastructure, GPO Box 1680, Darwin 0800 in the Northern Territory of Australia, ABN 84 085 734 992 ("the **Territory**")

(collectively referred to as "the **Parties**")

Background

A. The EDTL holds a Sublease of the Living Area, including the Land.

B. The parties have agreed that the EDTL will grant a Housing Management Agreement of the Land (including all Improvements and Services) to the Territory.

C. The parties acknowledge that the residents living on the Alice Springs Living Areas (which includes the Land) are living in very poor conditions and it is very important to improve the health and standard of living of those residents. The Australian Government and the Northern Territory Government have stated their intention to undertake a capital works program to assist in improving the standard of living of those residents. The Australian Government and the Northern Territory Government acknowledge that the upgrade of the Alice Springs Living Areas will proceed over time and that the project duration will exceed the period of this Housing Management Agreement.

D. The Parties acknowledge that this Housing Management Agreement is part of a program to support development and investment in Alice Springs Living Areas, including the implementation of the Strategic Indigenous Housing and Infrastructure Program and any subsequent housing and infrastructure investment program, and improved housing management in the Alice Springs Living Areas especially with respect to tenancy management and repairs and maintenance.

Agreed terms

1. Definitions and interpretation

1.1 Definitions

In this Housing Management Agreement and in the Background, unless the context requires otherwise:

Alice Springs Living Areas means all land referred to in subclause 69(1) to 69(10) and 69(12) to 69(17) of Part 4, Schedule 1 to the *Northern Territory National Emergency Response Act 2007* (Cth) as enacted;

Annexure means an annexure to this Housing Management Agreement;

Viewed at 11:10:21 on 26/10/2016 by 32GPL.

Association means the body that granted the Sublease to the EDTL;

Building includes:

(a) a structure and part of a building or a structure;

(b) fences, walls, out-buildings, service installations and other appurtenances of a building; or

(c) a boat or a pontoon which is permanently moored or fixed to a building or land;

Building Code means the Building Code of Australia developed by the Australian Building Codes Board;

Business Day means a day that is not a Saturday, Sunday, public holiday or bank holiday in Darwin;

CATSI Act means the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth);

Chief Executive Officer (Housing) means the body corporate sole of that name established under the *Housing Act* (NT);

Commencement Date means the date specified in Item 3 of the Schedule;

Community Land has the meaning given to that term in the Sublease;

Community Service means a service provided to the residents of the Living Area that is funded or approved by the Australian Government, the Northern Territory Government, or the local government for the Living Area or that is otherwise approved by the EDTL;

Construct includes reconstruct or make structural changes and the word **Construction** has a corresponding meaning;

Consult means to:

(a) meet with, as reasonably requested by;

(b) ask views of;

(c) listen to views of; and

(d) have regard to the views of, including taking account of the views, acting reasonably,

the body or person to be or being consulted;

Corporations Act means the *Corporations Act 2001* (Cth);

Cure Period means a reasonable period of time within which the Territory must cure a Default Event (other than a Financial Default), in accordance with clause 17.1(c), including any extensions of that period under clause 17.3;

Cure Plan means a plan by a Party to remedy a Default Event (other than a Financial Default) which is proposed during the Cure Period and details a work

Viewed at 11:10:21 on 26/10/2016 by 32GPL.

plan setting out each task to be undertaken in order to rectify the material breach and the time for each task to be completed;

Default Event means:

(a) a Financial Default; or

(b) a persistent and material failure by the Territory to comply with this Housing Management Agreement;

Default Notice means a notice given under clause 17.1;

Development includes:

(a) the Construction or exterior alteration or exterior decoration of a Building;

(b) the demolition or removal of a Building or Works;

(c) the Construction or carrying out of Works;

(d) the subdivision or consolidation of land, including Buildings or airspace;

(e) the placing or relocation of a Building or Works; and

(f) the Construction or putting up for display of signs or hoardings;

EDTL's Agents means the employees, contractors and agents of the EDTL;

Environmental Health Standards means the Environmental Health Standards for Remote Communities in the Northern Territory prepared by Territory Health Services;

Existing Improvements means all Improvements erected on or attached to the Land as at the Commencement Date;

Existing Services means all Services on or connected to the Land as at the Commencement Date;

Financial Default means a failure by the Territory to pay when due any money which the Territory is obliged to pay to the EDTL under this Housing Management Agreement (excluding a failure to pay the Housing Management Agreement Payment when due);

Final Housing Management Agreement Year means the period starting on 1 July immediately before the expiry of the Term or earlier determination of this Housing Management Agreement and ending on the expiry of the Term or earlier determination of this Housing Management Agreement;

Government Agency means any government or any public, statutory, governmental, semi-governmental, local governmental or judicial body, entity, department or authority and includes any self-regulatory organisation established under statute;

GST has the meaning given to that term in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

Housing Management Agreement Payment has the meaning given to that term in clause 5.1(a);

Viewed at 11:10:21 on 26/10/2016 by 32GPL.

Housing Management Agreement means this underlease including the Schedule and the Annexures;

Housing Management Agreement Year means the Preliminary Housing Management Agreement Year, each 12 month period expiring on 30 June in each year during the Term and the Final Housing Management Agreement Year;

Improvements means all Buildings, structures, fixtures, fittings, plant, equipment, partitions, signs or other materials or articles which are erected on or attached to the Land;

Infrastructure includes roads, kerbs, gutters and Services;

Insolvency Event means, in relation to a party, any one or more of the following events or circumstances:

(a) being in liquidation or provisional liquidation or under administration;

(b) having a controller or analogous person appointed to it or any of its property;

(c) being taken under section 459F(1) of the Corporations Act to have failed to comply with a statutory demand;

(d) being unable to pay its debts or being otherwise insolvent;

(e) becoming an insolvent under administration, as defined in section 9 of the Corporations Act;

(f) entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors; or

(g) any analogous event or circumstance under the Laws of any jurisdiction,

unless such event or circumstance occurs as part of a solvent reconstruction, amalgamation, compromise, arrangement, merger or consolidation approved by the other party;

Land means the land described in Item 2 of the Schedule;

Land Licence means a licence granted by the Territory pursuant to clause 9;

Land Licensee means any person who has been granted a Land Licence from the Territory;

Land Underlease means an underlease granted by the Territory pursuant to clause 9;

Land Underlessee means any person who has been granted a Land Underlease from the Territory;

Land Rights Act means the *Aboriginal Land Rights (Northern Territory) Act 1976* (Cth);

Law means:

(a) principles of law or equity established by decisions of courts;

Viewed at 11:10:21 on 26/10/2016 by 32GPL.

(b) statutes, regulations, ordinances or by-laws of the Commonwealth, a State, a Territory or any other Government Agency; and

(c) requirements and approvals (including conditions) of the Commonwealth, a State, a Territory or any other Government Agency that have the force of law;

Lease means the lease of the Living Area held by the Association;

Living Area means the land described in Item 1 of the Schedule;

Municipal Services Provider means a person who provides municipal services in the Living Area;

National Indigenous Housing Guide means the National Indigenous Housing Guide developed by the Department of Families, Housing, Community Services and Indigenous Affairs;

Outgoings means all existing and future amounts (including rates, duties and taxes):

(a) which are properly imposed, charged or levied under statute or by a Government Agency on the Association, the EDTL or the Territory; or

(b) which a Government Agency properly requires the Association, the EDTL or the Territory to spend,

and which are:

(c) paid or payable by the Association, the EDTL or the Territory during a Housing Management Agreement Year;

(d) in relation to the Land or Improvements on or attached to the Land; and

either capital or non-capital in nature;

Permitted Use has the meaning given to that term in clause 12.1;

Personal Injury includes:

(a) bodily injury, death, sickness, disease, disability, shock, fright, mental anguish or mental injury including the resultant loss of consortium or services at any time;

(b) false arrest, detention, false imprisonment, discrimination, malicious prosecution or humiliation, or breach of confidentiality;

(c) wrongful entry or wrongful eviction or other invasion of the right to private occupancy; and

(d) assault and/or battery not intentionally committed by or at the discretion of the insured unless so directed for the purpose of preventing or eliminating danger to property or persons;

Planning Scheme means any planning scheme under any applicable Law setting the framework for planning the use, development and protection of the Land or any part of the Land;

Viewed at 11:10:21 on 26/10/2016 by 32GPL.

Postal Service means the delivery of mail to residents of the Living Area;

Postal Service Provider means a person who provides a Postal Service to the Living Area;

Preliminary Housing Management Agreement Year means the period starting on the Commencement Date and ending on the following 30 June;

Registered Interest means any interest registered on the certificate of title referred to in Item 1 of the Schedule immediately before the Commencement Date other than the Sublease;

Related Entity has the meaning given to that term in the Corporations Act;

Requirement means any lawful present or future notices, orders, directions, requirements, statutes, ordinances, proclamations, regulations, schemes, permits, by-laws or other regulatory requirements affecting or relating to the Land or the use of the Land, irrespective of whether the Requirement is addressed to the Territory, the EDTL, the Association or any other person;

Right of Occupation has the same meaning given to that term in the Sublease;

Schedule means the schedule to this Housing Management Agreement;

Services means all utilities and services on or connected to the Land including water, gas, electricity, lighting, sanitation, drainage, stormwater, communication and telecommunication systems and includes all wires, cables, pipes, ducts, conduits, tanks, electrical and mechanical plant and all other ancillary or associated parts and accessories;

Services Provider means a person who provides Services in the Living Area;

Services Provider's Right of Occupation has the same meaning given to that term in the Sublease;

Sublease means the sublease of the Living Area granted to the EDTL;

Tangentyere Council means Tangentyere Council Incorporated Registration No. 00591C (N.T.);

Tenancy Agreement means a tenancy agreement granted by the Territory for residential purposes pursuant to clause 9;

Tenant means any person who has a Tenancy Agreement with the Territory;

Tenant's Right of Occupation has the same meaning given to that term in the Sublease;

Term has the meaning given to that term in clause 2.1(a);

Termination Event means:

(a) the occurrence of an Insolvency Event; or

(b) a fundamental breach of this Housing Management Agreement (including the failure to comply with clause 12.1);

Viewed at 11:10:21 on 26/10/2016 by 32GPL.

Territory's Improvements means all Improvements erected on or attached to the Land by:

(a) the Territory;

(b) any Tenant;

(c) any Land Underlessee; or

(d) any Land Licensee;

after the Commencement Date;

Territory's Percentage means the same percentage as the Land bears to the area of the Living Area to which an Outgoing applies, as determined by the EDTL and notified to the Territory;

Territory's Services means all Services installed in or on the Land by:

(a) the Territory;

(b) any Tenant;

(c) any Land Underlessee; or

(d) any Land Licensee;

after the Commencement Date;

Third Party means a party other than a Party to this Housing Management Agreement;

Works includes any change to the natural or existing condition or topography of the land including the removal, destruction or lopping of trees and the removal of vegetation or topsoil.

1.2 Interpretation

In this Housing Management Agreement, unless the context requires otherwise:

(a) the singular (including the singular of defined terms) includes the plural and vice versa;

(b) reference to a right includes a remedy, authority or power;

(c) the headings are used for convenience only and do not affect the interpretation of this Housing Management Agreement;

(d) as far as possible all provisions must be construed so as not to be invalid, illegal or unenforceable;

(e) wherever "include" or any form of that word is used, it must be construed as if it were followed by "(without being limited to)";

(f) reference to a thing is a reference to all or part of that thing;

Viewed at 11:10:21 on 26/10/2016 by 32GPL.

(g) unless the context requires or is otherwise stated in this Housing Management Agreement, a Party's obligations must be performed at that Party's own cost;

(h) a gender includes the other genders;

(i) other grammatical forms of defined words or expressions have corresponding meanings;

(j) a reference to a document includes the document as modified from time to time and any document replacing it;

(k) if something is to be or may be done on a day that is not a Business Day then it must be done on the next Business Day;

(l) the word "person" includes a natural person and any body or entity whether incorporated or not;

(m) the word "month" means calendar month and the word "year" means 12 months;

(n) the words "in writing" include any communication sent by letter, facsimile transmission or email or any other form of communication capable of being read by the recipient;

(o) a reference to all or any part of a statute, rule, regulation or ordinance (**statute**) includes that statute as amended, consolidated, re-enacted or replaced from time to time;

(p) a reference to a party includes a reference to the party's respective successors and permitted assigns;

(q) money amounts are stated in Australian currency unless otherwise specified;

(r) a reference to any agency or body, if that agency or body ceases to exist or is reconstituted, renamed or replaced or has its powers or functions removed (**defunct body**), means the agency or body which performs most closely the functions of the defunct body;

(s) reference in this Housing Management Agreement to a Tenant or a person who has a Tenancy Agreement with the Territory is, where the Tenant has granted a further estate or interest in the relevant area of the Land or has granted a further licence in the relevant area of the Land, to be taken to include a reference to any person claiming an estate or interest in land through such Tenant, or a licensee or sublicensee of the Tenant, or any person claiming a licence through such Tenant;

(t) reference in this Housing Management Agreement to a Land Underlessee or the holder of a Land Underlease is, where the Land Underlessee has granted a further estate or interest in the relevant area of the Land, to be taken to include a reference to such an underlessee or any person claiming an estate or interest in land through such Land Underlessee, or a licensee of the Land Underlessee, or any person claiming a licence through such Land Underlessee; and

(u) reference in this Housing Management Agreement to a Land Licensee or the holder of a Land Licence is, where the Land Licensee has granted a

Viewed at 11:10:21 on 26/10/2016 by 32GPL.

further licence in the relevant area of the Land, to be taken to include a reference to any such sublicensee or any person claiming a licence in land through such Land Licensee.

This Housing Management Agreement operates as a deed.

1.3 Good faith

The Parties must act reasonably and in good faith in performing their respective obligations under this Housing Management Agreement.

1.4 Survival

In addition to this clause 1, the following clauses survive the expiration or earlier determination of this Housing Management Agreement: clauses 13, 14, 17, 18, 20, 21 and 22.

2. Housing Management Agreement and Reservations

2.1 Grant of Housing Management Agreement

(a) The EDTL grants to the Territory an underlease of the Land, subject to and concurrent with any Registered Interests and any Rights of Occupation, commencing on the Commencement Date, for a term of 3 years (**Term**).

(b) The Territory accepts the grant of an underlease of the Land upon these terms and otherwise subject to the provisions of this Housing Management Agreement.

(c) For the avoidance of doubt, the underlease of the Land includes an underlease of all Existing Improvements and Existing Services.

2.2 Reservations in respect of adjoining sites

(a) Subject to clauses 2.2(b) to 2.2(d), the Territory acknowledges that for the purpose of the EDTL providing Services to, on, over, through or under the Living Area, the EDTL may:

(i) install, maintain, use, repair, alter and replace pipes, ducts, conduits, cables, wires and poles through, on, over and under the Land;

(ii) hang cables and wires from the poles referred to in paragraph (i);

(iii) pass and run Services though the pipes, ducts, conduits, cables and wires; and

(iv) for the purpose of exercising its rights under paragraphs (i), (ii) or (iii) above, grant licences within the Land to, or enter into agreements with any Government Agency or providers of Services.

(b) The EDTL must give the Territory not less than 14 days notice that the EDTL proposes to undertake any Works or grant any licences in exercise of its rights under this clause 2.2, except in the case of an emergency when no such notice is required.

Viewed at 11:10:21 on 26/10/2016 by 32GPL.

(c) If the EDTL gives the Territory notice under clause 2.2(b), the EDTL must ensure, as far as reasonably practicable, that the EDTL puts arrangements and procedures in place to minimise any disruption to the Territory's use of the Land for the Permitted Use during the undertaking of the Works.

(d) If the EDTL gives the Territory notice under clause 2.2(b), the Territory must:

(i) assist the EDTL in ensuring, as far as reasonably practicable, that arrangements and procedures are put in place by the EDTL and the Territory to minimise any disruption of the Territory's use of the Land for or in connection with the Permitted Use during the undertaking of the Works;

(ii) implement, as far as reasonably practicable, appropriate work practices during the undertaking of the Works to assist the EDTL in completing the Works in a timely and cost efficient manner;

(iii) give the EDTL access to the Land when required by the EDTL for the purpose of undertaking the Works; and

(iv) use best endeavours to mitigate any loss or damage suffered by the Territory as a result of the Works.

2.3 Other Reservations

The Territory acknowledges that the Lease contains reservations to the Northern Territory and that this Housing Management Agreement is subject to those reservations.

2.4 Rent from Tenants

For the purposes of clause 7.2(b) of the Sublease, the Parties agree that any money in the nature of rent, licence fees or other monies payable to a Housing Authority or the EDTL under or in connection with the Tenant's Right of Occupation is payable to the Territory from the Commencement Date.

3. Mutual agreements and declarations

The Parties mutually agree and declare that:

(a) the EDTL may enter into an underlease pursuant to the Sublease and section 20C of the Land Rights Act and exercise all the powers of an underlessor under this Housing Management Agreement; and

(b) the Territory may enter into an underlease and exercise all the powers of an underlessee under this Housing Management Agreement including entering into Tenancy Agreements and granting Land Underleases and Land Licences.

4. Implied covenants

The covenants, powers and provisions implied in leases under any relevant legislation are hereby expressly excluded except to the extent that they are expressly embodied in this Housing Management Agreement or to the extent only that it would be unlawful to exclude any such covenant, power or provision.

Viewed at 11:10:21 on 26/10/2016 by 32GPL.

5. Housing Management Agreement Payment

5.1 Housing Management Agreement Payment

(a) The Territory must pay the EDTL $1 if demanded by the EDTL (**Housing Management Agreement Payment**).

(b) The Territory must pay the Housing Management Agreement Payment within 30 Business Days of receiving notice of a demand by the EDTL.

6. Services Providers

The Parties agree that they will use their best endeavours to negotiate (for a reasonable period of time) an agreement with Services Providers relating to Services, including giving any rights of access and other interests required to facilitate the provision of the Services, as each party considers appropriate. An agreement with a Services Provider may modify, replace or override the terms of a Services Provider's Right of Occupation.

7. Access

7.1 General

(a) The Parties undertake that they will do all things reasonably necessary to enable the Territory to enjoy and exercise its rights, title and interests under this Housing Management Agreement.

(b) Subject to the terms of this Housing Management Agreement, the Parties undertake that they will do all things reasonably necessary to enable Tenants, Land Underlessees, Land Licensees and persons holding Rights of Occupation to enjoy and exercise their rights, title and other interests under their Tenancy Agreements, Land Underleases, Land Licences and Rights of Occupation.

(c) The Parties undertake that they will do all things reasonably necessary to enable persons to enter the Land to conduct their legitimate business in or on the Land, but so that any such access shall not interfere with the enjoyment and exercise of the rights, title and other interests of Tenants, Land Underlessees, Land Licensees and persons holding Rights of Occupation.

(d) Without limiting clause 7.1(c), the Parties undertake that they will do all things reasonably necessary to enable:

(i) a person to enter the Land (at reasonable times) to provide a Community Service in or on the Land;

(ii) Tangentyere Council to enter the Land (at reasonable times) to complete the initial upgrade works in or on the Land in accordance with the funding agreement between Tangentyere Council and the Territory dated 5 September 2008;

(iii) a Municipal Services Provider to enter the Land (at reasonable times) to provide municipal services in or on the Land; and

(iv) a Postal Service Provider to enter the Land (at reasonable times) to provide a Postal Service in or on the Land,

Viewed at 11:10:21 on 26/10/2016 by 32GPL.

but so that any such access shall not interfere with the enjoyment and exercise of the rights, title and other interests of Tenants, Land Underlessees, Land Licensees and persons holding Rights of Occupation.

7.2 Association's right of access

(a) The Territory acknowledges that the Association may so often as it reasonably requires (at reasonable times and on reasonable notice) enter the Land to make reasonable investigations as the Association may deem necessary for the purpose of ascertaining whether or not there has been any breach of any of the terms, covenants or conditions expressed or implied in the Sublease.

(b) Nothing in this clause 7.2 permits the Association to enter an individual housing lot unless such entry is in accordance with:

(i) a Law;

(ii) the terms or conditions of the relevant lease, licence, Right of Occupation, statutory occupation right or other occupancy right granted to the tenant for the purpose of residential housing; or

(iii) with the consent of the person who holds the relevant lease, licence, Right of Occupation, statutory occupation right or other occupancy right granted to the tenant for the purpose of residential housing.

7.3 EDTL's right of access

(a) The EDTL may so often as it reasonably requires (at reasonable times and on reasonable notice) enter the Land to make reasonable investigations as the EDTL may deem necessary for the purpose of ascertaining whether or not there has been any breach of any of the terms, covenants or conditions expressed or implied in this Housing Management Agreement, but only if the EDTL suspects, on reasonable grounds, that the Territory has breached a term of this Housing Management Agreement.

(b) Nothing in this clause 7.3 permits the EDTL to enter an individual housing lot unless such entry is in accordance with:

(i) a Law;

(ii) the terms or conditions of the relevant lease, licence, Right of Occupation, statutory occupation right or other occupancy right granted to the tenant for the purpose of residential housing; or

(iii) with the consent of the person who holds the relevant lease, licence, Right of Occupation, statutory occupation right or other occupancy right granted to the tenant for the purpose of residential housing.

Viewed at 11:10:21 on 26/10/2016 by 32GPL.

8. Improvements

8.1 Existing Improvements

(a) Existing Improvements subject to a Registered Interest will remain subject to the terms of that Registered Interest, for the period of the Registered Interest.

(b) Existing Improvements subject to a Right of Occupation are included in that Right of Occupation, for the period of that Right of Occupation.

(c) Subject to clauses 8.1(a) and 8.1(b), all Existing Improvements are leased to the EDTL under the Sublease, and are the subject of this Housing Management Agreement.

8.2 Maintenance of Existing Improvements

(a) Subject to clauses 8.2(b) and 8.2(c), the Territory will be under no obligation under this Housing Management Agreement to maintain, repair or replace any Existing Improvements, or to compensate the Association, the EDTL or any other person for damage to or destruction of Existing Improvements.

(b) If the Sublease requires the EDTL to maintain, repair or replace any Existing Improvements, the Territory must maintain, repair or replace those Existing Improvements.

(c) If the Territory upgrades any Existing Improvements, the Territory must maintain, repair and replace those Existing Improvements.

(d) The Territory may alter, remove or demolish the Existing Improvements.

8.3 EDTL's Rights in respect of Existing Improvements

(a) The EDTL reserves the right to carry out any Works in respect of the Existing Improvements that may be required to comply with any applicable Law, Planning Scheme, Requirement or the Sublease which are not the responsibility of the Territory or which are the responsibility of the Territory but with which the Territory fails to comply (provided that, in the case of a failure to comply by the Territory, the EDTL has given the Territory written notice of any such failure to comply and the Territory has not remedied its failure to comply within the time period specified in the notice, such time period to be reasonable taking into account the nature of the Works).

(b) The EDTL may exercise its rights under clause 8.3(a):

(i) on giving prior reasonable written notice (except in the case of an emergency when no notice will be required);

(ii) at reasonable times (and in accordance with the requirements in clause 7.3(b)) ; and

(iii) if reasonably required by the Territory, accompanied by a person appointed by the Territory.

Viewed at 11:10:21 on 26/10/2016 by 32GPL.

(c) The Territory must pay to the EDTL on demand all reasonable charges for all Works carried out by the EDTL under clause 8.3(a) in circumstances where the Territory is obliged to carry out the Works under this Housing Management Agreement but has failed to do so.

8.4 Association's Rights in respect of Existing Improvements

The Territory acknowledges that:

(a) the Association has the right to carry out any Works in respect of the Existing Improvements that may be required to comply with any applicable Law, Planning Scheme or Requirement which are not the responsibility of the EDTL or which are the responsibility of the EDTL under the Sublease but with which the EDTL fails to comply; and

(b) the Association may exercise its rights under clause 8.4(a):

(i) on giving prior reasonable written notice to the EDTL (except in the case of an emergency when no notice will be required);

(ii) at reasonable times; and

(iii) if reasonably required by the EDTL, accompanied by a person appointed by the EDTL.

8.5 Territory's Improvements

(a) Subject to the Law, the Planning Scheme and the terms of this Housing Management Agreement, the Territory may erect, install, alter, remove, refurbish and demolish the Territory's Improvements and the Territory's Services in, on or under the Land provided that any upgrades or Construction of houses are in accordance with the Building Code and have regard to the Environmental Health Standards and the National Indigenous Housing Guide.

(b) During the Term, all the Territory's Improvements and the Territory's Services will remain the property of the Territory.

(c) The Territory must maintain, repair and replace the Territory's Improvements and the Territory's Services.

8.6 Ownership of Improvements at the end of the Housing Management Agreement

(a) At the expiry or sooner determination of this Housing Management Agreement, all Improvements and Services (including the Territory's Improvements and the Territory's Services) will, as between the EDTL and the Territory, subject to any continuing Registered Interest referred to in clause 8.1(a), any continuing Right of Occupation referred to in clause 8.1(b) and any other relevant continuing right, title or other interest, be the property of the EDTL in consideration of the sum of $1, if demanded by the Territory.

(b) Subject to any agreements in writing between the EDTL and the Territory, the EDTL will not be required to further compensate the Territory for the transfer of the Improvements.

Viewed at 11:10:21 on 26/10/2016 by 32GPL.

(c) The Territory undertakes to do all things necessary, including procuring the agreement and cooperation of any Tenants, Land Underlessees and Land Licensees, to enable the EDTL to enjoy and exercise its rights and interests under this clause 8.6.

9. Tenancy Agreements, Land Underleases and Land Licences

9.1 Tenancy Agreements (Residential)

(a) Subject to the provisions of this clause 9, the EDTL acknowledges that the Territory may grant a Tenancy Agreement provided that the Territory:

(i) ensures that the term of any Tenancy Agreement (including any options) does not exceed the balance of the Term then remaining less 1 day;

(ii) ensures that the Tenancy Agreement is granted in accordance with the requirements of this Housing Management Agreement.

(b) The Territory must use its best endeavours to facilitate the grant of a Tenancy Agreement with all natural persons holding a Tenant's Right of Occupation.

(c) Subject to the terms and conditions of the Tenant's Right of Occupation, the Territory may terminate a Tenant's Right of Occupation provided it has complied with clause 9.1(b).

(d) The Territory must Consult with the Association in relation to housing and tenancy management policies and procedures (at intervals not less than every 6 months), as they relate to the Living Area.

9.2 Grant of Land Underlease

Subject to the EDTL's prior written consent, the Territory may grant a Land Underlease provided that the Territory ensures that:

(a) the term of any Land Underlease (including any options) does not exceed the balance of the Term then remaining less 1 day;

(b) subject to clause 20.3, the Land Underlease expires automatically upon expiration or early determination of this Housing Management Agreement; and

(c) the Land Underlease is granted in accordance with the requirements of this Housing Management Agreement.

9.3 Grant of Land Licence

Subject to the EDTL's prior written consent, the Territory may grant Land Licences provided that the Territory ensures that:

(a) the term of any Land Licence (including options) does not exceed the balance of the Term then remaining less 1 day;

Viewed at 11:10:21 on 26/10/2016 by 32GPL.

(b) subject to clause 20.3 the Land Licence expires automatically upon expiration or early determination of this Housing Management Agreement; and

(c) the Land Licence is granted in accordance with the requirements of this Housing Management Agreement.

9.4 Special condition in relation to underleases to a Territory Entity

(a) For the purposes of this clause 9.4, **Territory Entity** means:

(i) The Chief Executive Officer (Housing);

(ii) The Alice Springs Town Council constituted under the *Local Government Act* (NT); and

(iii) The Power and Water Corporation being a 'Government owned corporation' under the *Government Owned Corporation Act 2001* (NT); or

(iv) a 'Government owned corporation' under the *Government Owned Corporation Act 2001* (NT).

(b) Subject to the requirements of the Lease, the Territory does not require the EDTL's prior written consent for a Land Underlease or a Land Licence to a Territory Entity (except in relation to Community Land).

9.5 No release of liability

(a) The Territory acknowledges that the entry into a Tenancy Agreement or the granting of a Land Underlease or Land Licence pursuant to this clause 9 will not release the Territory from any of its obligations or liabilities under this Housing Management Agreement.

(b) Any act or omission by a Tenant or an invitee of a Tenant that would constitute a breach of this Housing Management Agreement if committed by the Territory is, for the purposes of this Housing Management Agreement, deemed not to be a breach of this Housing Management Agreement.

9.6 Community Land

(a) The Parties acknowledge that under the terms of the Sublease the EDTL may grant the Association an underlease of Community Land.

(b) The Parties further acknowledge that in order for the EDTL to grant an underlease of Community Land to the Association, the relevant area of Community Land will need to be surrendered from this Housing Management Agreement to the extent that it forms part of the Land under this Housing Management Agreement.

(c) For the purposes of this clause 9.6 and if requested by the EDTL, the Territory must execute any document (in a form acceptable to both parties, acting reasonably) required to facilitate the surrender of part of the Land to enable the grant of an underlease of Community Land to the Association.

Viewed at 11:10:21 on 26/10/2016 by 32GPL.

(d) The EDTL will consult with the Territory prior to making a request under clause 9.6(c).

10. Rates, Taxes and Charges

10.1 Outgoings

(a) The Territory must pay on time any Outgoing (or in the Preliminary Housing Management Agreement Year or Final Housing Management Agreement Year, the appropriate part of any Outgoing) whether issued against the Association, the EDTL or the Territory.

(b) Where any Outgoing is issued against the EDTL, the EDTL must give the Territory a copy of the invoice in respect of that Outgoing within 7 Business Days of receiving the invoice.

(c) Where any Outgoing is assessed against the Association and the Association provides a copy of the invoice in respect of that Outgoing to the EDTL, the EDTL must give the Territory a copy of the invoice within 7 Business Days of receiving the invoice from the Association.

(d) The Territory must pay the amounts under this clause 10.1 direct to any Government Agency or other person imposing the charge.

(e) If the Land is not separately assessed for an Outgoing, the Territory must pay the Territory's Percentage of the Outgoing to the EDTL within 7 Business Days of demand.

(f) The Territory must give the EDTL receipts for any Outgoings paid by the Territory upon request by the EDTL.

10.2 Charges for Services

(a) The EDTL is not liable for:

(i) the cost of any Services supplied, metered, consumed or connected to the Land except where the Services are for the benefit of the EDTL; or

(ii) the cost of installing separate meters for any Services capable of being separately metered.

(b) The Territory must pay on time any amounts charged or levied directly upon the Association or the EDTL relating to the use or supply of Services (except where the Services are for the benefit of the Association or the EDTL) direct to any Government Agency or other person imposing the charge.

10.3 Stamp duty

(a) For the avoidance of doubt, the Territory must pay any stamp duty assessed on this Housing Management Agreement.

Viewed at 11:10:21 on 26/10/2016 by 32GPL.

11. GST

(a) Unless otherwise indicated, all consideration for any supply made under this Housing Management Agreement is exclusive of any GST imposed on the supply.

(b) Subject to this clause 11, if one party (**supplier**) makes a taxable supply under this Housing Management Agreement to the other party (**recipient**), the recipient on receipt of a tax invoice from the supplier must pay without setoff an additional amount to the supplier equal to the GST imposed on the supply in question.

(c) No party may claim or retain from another party any amount in relation to a supply made under this Housing Management Agreement for which the first party can obtain an input tax credit or decreasing adjustment.

12. Use of Land

12.1 Permitted Use

The Territory must only use, and permit the use of, the Land:

(a) consistent with the purpose of the Lease; and

(b) for the purpose of the provision of community or public housing services and related Infrastructure (and all purposes incidental thereto)

(**Permitted Use**). At the Commencement Date the purpose of the Lease is Communal Settlement, Camping and Ancillary.

12.2 Compliance with Laws and Planning Scheme

The Territory must comply with all Laws and any Planning Scheme which affect or relate to the Land and the use or occupation of the Land and its Improvements regardless of whether the Law or Planning Scheme requires any, or any combination, of the Territory, the EDTL and the Association or any Third Party to take action, except to the extent that such compliance requires the Territory to undertake structural alterations or additions to Existing Improvements, unless such structural alterations or additions are occasioned or required by reason of:

(a) the nature of the particular business conducted by the Territory in or on the Land; or

(b) any negligence or default of the EDTL.

12.3 Compliance with Lease

(a) If the Lease or Sublease (including clause 17 (Use of Living Area) of the Sublease) restricts or places conditions on any Development, the Territory must comply with those restrictions and conditions as if they were restrictions or conditions under this Housing Management Agreement.

(b) If the Lease places any obligations on the Association, the Territory must comply with those obligations as if they were obligations under this Housing Management Agreement.

Viewed at 11:10:21 on 26/10/2016 by 32GPL.

(c) Clause 12.3(b) does not apply to any obligations in the Lease that require the Association to pay rent or other monies except as otherwise expressly provided in this Housing Management Agreement.

12.4 Compliance with notices

The Territory must comply with all notices, orders and directions issued or given by a Government Agency which affect or relate to the Land or the use or occupation of the Land regardless of whether the notice, order or direction is addressed to or requires compliance by any, or any combination, of the Territory, the EDTL and the Association or any Third Party except:

(a) to the extent that the Association or EDTL is required to comply with any Law; or

(b) to the extent that compliance with the obligation in this clause 12.4 requires the Territory to undertake structural alterations or additions to Existing Improvements, unless such structural alterations or additions are occasioned or required by reason of:

(i) the nature of the particular business conducted by the Territory in or on the Land; or

(ii) any negligence or default of the Territory.

12.5 Notices

A Party which receives a notice, order or direction from a Government Agency which affects or relates to the Land or the use or occupation of the Land must promptly give a copy of that notice, order or direction to the other Parties.

12.6 Roads

The Parties acknowledge that the general Laws of the Northern Territory, or a local government body of the Northern Territory, in relation to the use of public roads should apply to all roads in the Living Area generally used by the occupants of the Living Area, and will make no objection or claim to compensation if those Laws do apply.

13. The Territory's release

13.1 Risk

The Territory:

(a) uses and occupies the Land;

(b) uses the Existing Improvements; and

(c) uses all Services,

at the Territory's own risk.

Viewed at 11:10:21 on 26/10/2016 by 32GPL.

13.2 The Territory releases the EDTL

(a) The Territory releases the EDTL and the EDTL's Agents to the full extent permitted by Law from all claims, liabilities, actions, suits, demands, costs and expenses of every kind resulting from any:

(i) loss of or damage to any property in the Land;

(ii) death or injury of any person occurring on any part of the Land;

(iii) act or omission of the EDTL or the EDTL's Agents in the Land; and

(iv) failure of any of the Services.

(b) The Territory releases and forever discharges the EDTL from any and all liability arising from any disruption to the Territory's use of the Land arising from Works validly undertaken pursuant to clauses 2.2, 8.3(a) and 8.4 including but not limited to any claim for the EDTL's breach of the covenant of quiet enjoyment.

(c) This release will not apply to the extent that any claim, liability, action, suit, demand, cost or expense is caused directly by a deliberate or negligent act or omission of the EDTL or the EDTL's Agents or a breach of the Housing Management Agreement by the EDTL.

14. Insurance

14.1 Obligation to insure the Improvements

The Territory must effect and maintain insurance to cover the Improvements:

(a) against loss destruction or damage for not less than $10,000,000 for any one occurrence; and

(b) with cover which extends to include claim contingencies covering removal of debris or demolition costs and professional fees of not less than $2,000,000 for any one occurrence.

14.2 Obligation to insure for public liability

The Territory must effect and maintain insurance with a limit of not less than $20,000,000 for any one occurrence to cover:

(a) Personal Injury; and

(b) loss destruction or damage to any property.

14.3 Periods of insurance

The insurances referred to in this clause 14 must be:

(a) in force at the Commencement Date;

(b) maintained effective until the expiration or earlier determination of this Housing Management Agreement;

Viewed at 11:10:21 on 26/10/2016 by 32GPL.

(c) maintained for the whole of the Land for the duration of the Territory's occupation of the Land; and

(d) with an insurer approved by the EDTL.

14.4 Insurers and policies

(a) The Territory must:

(i) not alter any insurance policy required under this clause 14 during the Term to the extent such alteration results in the insurance not complying with this clause 14; and

(ii) give immediate notice to the EDTL of any cancellation of any policy.

(b) The EDTL reserves the right to require the Territory to effect and maintain additional insurance or to increase the amount of existing insurance from time to time during the Term where a reasonable requirement to do so can be demonstrated and such insurance is available in the commercial insurance market on commercially reasonable terms and conditions.

(c) All policies of insurance must note the interest of the EDTL.

14.5 The Territory to satisfy itself

The Territory must take responsibility itself for deciding whether to insure any risks which have not been covered by the policies referred to in this clause 14 or to cover any exclusions, conditions or excesses in the policies which it may wish to insure against or cover.

14.6 Insurance policies to waive rights of subrogation

The Territory must ensure that each policy of insurance effected and maintained pursuant to this clause 14 provides that the insurer waives all rights remedies or relief to which it might become entitled by way of subrogation to the Territory as against the EDTL and any successors.

14.7 No limitation

This clause 14 does not detract from any of the Territory's obligations under this Housing Management Agreement.

14.8 Association to prove currency of insurance

The Territory must produce to the EDTL, if required by the EDTL, reasonable proof of the currency of any of the insurances required by this clause 14.

14.9 The Territory's insurance

(a) The Territory confirms that it is a self-insured entity and will remain so for the Term.

(b) The EDTL acknowledges that while the Territory remains self-insured it is not obliged to take out separate policies of insurance to satisfy its obligations under this clause 14.

Viewed at 11:10:21 on 26/10/2016 by 32GPL.

15. Reinstatement

15.1 No obligation to reinstate

Subject to clause 8, neither the EDTL or the Territory has any obligation to reinstate the Land if at any time during the Term any part of the Land is wholly or partly damaged or destroyed or becomes unfit for, or incapable of use or occupation.

15.2 No right to damages

The Territory will not have any right, action or claim for loss, damage or compensation against the EDTL or the EDTL's Agents as a result of damage to or destruction of any part of the Land except to the extent that the damage or destruction is caused or contributed to by a wilful or negligent act or omission of the EDTL or the EDTL's Agents.

16. EDTL's obligations

16.1 Quiet enjoyment

In consideration for the Territory complying with this Housing Management Agreement, the Territory may, subject to any Registered Interest or Right of Occupation, peaceably hold and quietly enjoy the Land during the Term without disturbance or interruption from or by the EDTL or any other person or persons claiming under the EDTL during the Term.

16.2 Produce certificates

The EDTL will procure the production of all necessary certificates as to title upon demand by the Territory to facilitate the registration of this Housing Management Agreement, any Land Underlease and any Land Licence granted by the Territory or any transfer, variation, mortgage, underlease, surrender or other dealing with or involving a Land Underlease or Land Licence.

17. Default

17.1 Occurrence of Default Event

If a Default Event occurs the EDTL may give the Territory a notice in writing:

(a) specifying that a Default Event has occurred;

(b) setting out reasonable details of the event or circumstance constituting the Default Event; and

(c) in the case of a Default Event other than a Financial Default, specifying the Cure Period.

17.2 Financial Default

(a) If the Territory commits a Financial Default and fails to remedy the breach within 40 Business Days after receiving the Default Notice, the EDTL may terminate this Housing Management Agreement 40 Business Days after giving notice of intention to terminate to the Territory subject to clause 17.2(b).

Viewed at 11:10:21 on 26/10/2016 by 32GPL.

(b) The EDTL may not give written notice of intention to terminate to the Territory until it has exhausted the procedures in clause 21.

17.3 Remedies for other Default Events

(a) If the Territory commits a Default Event, other than a Financial Default, then within 20 Business Days of receipt of the Default Notice, the Territory must provide to the EDTL a Cure Plan in respect of that Default Event. The EDTL must not unreasonably refuse a request by the Territory for an extension of time to prepare the Cure Plan.

(b) Following receipt of a Default Notice, the Territory will be permitted to cure the Default Event within the Cure Period and, if applicable, in accordance with the Cure Plan.

(c) If the Territory requires an extension to the Cure Period it may, not later than the expiration of the current Cure Period, provide to the EDTL:

(i) a revised Cure Plan; and

(ii) evidence that:

(A) the Territory has diligently pursued and is continuing to diligently pursue a feasible and practicable programme of rectification; and

(B) the Default Event cannot be (or could not have been), with reasonable diligence, cured within the current Cure Period.

(d) The EDTL must not unreasonably refuse to grant an extension of the Cure Period.

(e) The provisions of this clause 17.3 do not limit or reduce the rights of the EDTL to claim damages for breach of this Housing Management Agreement.

17.4 Remedies for Termination Event

(a) If a Termination Event occurs, then the EDTL will be entitled to:

(i) terminate this Housing Management Agreement 40 Business Days after service of written notice of intention to terminate to the Territory subject to clause 17.4(b); and

(ii) exercise all legal and equitable rights and remedies available to the EDTL (whether under this Housing Management Agreement or otherwise).

(b) If the Termination Event that occurs falls within the scope of paragraph (b) of the definition in clause 1.1 (that is, a fundamental breach of this Housing Management Agreement) and is capable of being remedied, the EDTL may not terminate this Housing Management Agreement if the EDTL, acting reasonably, is satisfied that such breach has been remedied by the Territory prior to the expiration of the notice period specified in clause 17.4(a)(i).

Viewed at 11:10:21 on 26/10/2016 by 32GPL.

17.5 Waiver

If this Housing Management Agreement, or the Territory's right to occupy the Land is terminated for any reason, the Territory waives any rights it might otherwise have to pursue a claim of restitution of any kind including, without limitation, a claim of unjust enrichment.

17.6 Consequences of termination

Upon termination of this Housing Management Agreement, or the Territory's right to occupy the Land (whether through default or expiry or otherwise), the rights and obligations of the Parties will cease except for:

(a) any obligations arising or rights accrued as a result of an existing breach of this Housing Management Agreement; and

(b) any obligations which are expressed to continue in accordance with the terms of this Housing Management Agreement.

18. Overholding

If the Territory remains in occupation of the Land without objection by the EDTL following the expiration or earlier determination of this Housing Management Agreement, then:

(a) the Territory will be deemed to be a monthly tenant upon the same terms and conditions as are contained in this Housing Management Agreement so far as they are applicable to such a tenancy; and

(b) such a tenancy will be determinable by either Party on 1 month's prior written notice.

19. Housing Management Agreement ends if Sublease ends

This Housing Management Agreement will automatically end if the Sublease ends for any reason and this Housing Management Agreement is not novated or assigned pursuant to clause 26.3 of the Sublease. If this Housing Management Agreement ends under this clause, this does not affect rights that arise before, or because of, the ending of this Housing Management Agreement.

20. Obligations on expiration or termination

20.1 Return of Land

The Territory must return the Land to the EDTL at the expiration, surrender or earlier determination of the Territory's occupancy of the Land in a condition consistent with its obligations under this Housing Management Agreement.

20.2 Novation of agreements

(a) Subject to clause 20.3, upon the expiration or earlier determination of this Housing Management Agreement the Territory must, upon the request of the EDTL, use all reasonable endeavours to novate or assign to the EDTL or the EDTL's nominee without payment:

Viewed at 11:10:21 on 26/10/2016 by 32GPL.

(i) any service or maintenance agreement relating to the Land, Improvements or Services (or any part of it) or the benefit of any such agreement; and

(ii) any other agreement solely relating to the Land (or any part of it) or the benefit of any such agreement.

(b) Nothing in this clause 20.2 requires the EDTL to request the novation or assignment of any agreement.

20.3 Novation of Tenancy Agreements, Land Underleases and Land Licences

Prior to or upon the early determination of this Housing Management Agreement:

(a) the Territory must use all reasonable endeavours to novate or assign all Tenancy Agreements, Land Underleases and Land Licences to the EDTL; and

(b) the EDTL must use all reasonable endeavours to enable the Territory to novate or assign all Tenancy Agreements, Land Underleases and Land Licences to the EDTL.

21. Dispute resolution

21.1 Procedure to resolve disputes

If there is a dispute between the Parties relating to or arising out of this Housing Management Agreement, the Parties must use reasonable endeavours acting in good faith to settle the dispute as soon as practicable.

21.2 Continue to perform

Notwithstanding the existence of a dispute, each Party must continue to perform its obligations under this Housing Management Agreement.

22. General

22.1 Amendments

The Parties may from time to time by agreement in writing, amend or vary the provisions of this Housing Management Agreement.

22.2 Nature of obligations

(a) Any provision in this Housing Management Agreement which binds more than one person binds all of those persons jointly and each of them severally.

(b) Each obligation imposed on a Party by this Housing Management Agreement in favour of another is a separate obligation.

22.3 Entire understanding

(a) This Housing Management Agreement contains the entire understanding between the Parties concerning the subject matter of the Housing

Viewed at 11:10:21 on 26/10/2016 by 32GPL.

Management Agreement and supersedes all prior communications between the Parties.

(b) Each Party acknowledges that, except as expressly stated in this Housing Management Agreement, that Party has not relied on any representation, warranty or undertaking of any kind made by or on behalf of the other Party in relation to the subject matter of this Housing Management Agreement.

22.4 No adverse construction

This Housing Management Agreement is not to be construed to the disadvantage of a Party because that Party was responsible for its preparation.

22.5 Further assurances

A Party, at its own expense and within a reasonable time of being requested by another Party to do so, must do all things and execute all documents that are reasonably necessary to give full effect to this Housing Management Agreement.

22.6 No waiver

(a) A failure, delay, relaxation or indulgence by a Party in exercising any power or right conferred on the Party by this Housing Management Agreement does not operate as a waiver of the power or right.

(b) A single or partial exercise of the power or right does not preclude a further exercise of it or the exercise of any other power or right under this Housing Management Agreement.

(c) A waiver of a breach does not operate as a waiver of any other breach.

22.7 Severability

If any provision of this Housing Management Agreement is void, voidable by any party, unenforceable or illegal, it shall be read down so as to be valid and enforceable or if it can not be so read down, the provision (or where possible the offending words), shall be severed from this Housing Management Agreement without affecting the validity, legality or enforceability of the remaining provisions (or parts of those provisions) of this Housing Management Agreement which will continue in full force and effect.

22.8 Successors and assigns

This Housing Management Agreement binds and benefits the Parties and their respective successors and permitted assigns under clause 22.9.

22.9 No assignment without consent of other Parties

A Party cannot assign or otherwise transfer the benefit of this Housing Management Agreement without the prior written consent of each other Party.

22.10 Consents and approvals

Where anything depends on the consent or approval of a Party then, unless this Housing Management Agreement provides otherwise, that consent or approval

Viewed at 11:10:21 on 26/10/2016 by 32GPL.

may be given conditionally or unconditionally or withheld, in the absolute discretion of that Party.

22.11 Costs

Each Party must pay its own legal costs of and incidental to the preparation and completion of this Housing Management Agreement.

22.12 Governing law and jurisdiction

(a) This Housing Management Agreement is governed by and must be construed in accordance with the laws in force in the Northern Territory.

(b) The Parties submit to the exclusive jurisdiction of the courts of that Territory and the Commonwealth of Australia in respect of all matters arising out of or relating to this Housing Management Agreement, its performance or subject matter.

22.13 Notices

Any notice or other communication to or by a Party under this Housing Management Agreement:

(a) may be given by personal service, pre-paid registered post or facsimile;

(b) must be in writing, legible and in English addressed (depending on the manner in which it is given) as set out in Item 4 of the Schedule or to any other address last notified by the Party to the sender by notice given in accordance with this clause;

(c) in the case of a corporation, must be signed by an officer or authorised representative of the sender or in accordance with section 127 of the Corporations Act or section 99-5 of the CATSI Act; and

(d) is deemed to be given by the sender and received by the addressee:

(i) if delivered in person, when delivered to the addressee;

(ii) if posted, 2 Business Days (or 6 Business Days, if posted outside Australia) after the date of posting to the addressee whether delivered or not; or

(iii) if sent by facsimile transmission, on the date and time shown on the transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety and in legible form to the facsimile number of the addressee notified for the purposes of this clause,

but if the delivery or receipt is on a day which is not a Business Day or is after 4.00 pm (addressee's time), it is deemed to have been received at 9.00 am on the next Business Day.

22.14 Counterparts

If this Housing Management Agreement consists of a number of signed counterparts, each is an original and all of the counterparts together constitute the same document.

Viewed at 11:10:21 on 26/10/2016 by 32GPL.

22.15 Conflicting provisions

If there is any conflict between the main body of this Housing Management Agreement and any schedules or annexures comprising it, then the provisions of the main body of this Housing Management Agreement prevail.

22.16 Non merger

A term or condition of, or act done in connection with, this Housing Management Agreement does not operate as a merger of any of the rights or remedies of the Parties under this Housing Management Agreement and those rights and remedies continue unchanged.

22.17 No right of set-off

Unless this Housing Management Agreement expressly provides otherwise, a Party has no right of set-off against a payment due to another Party.

22.18 Payment of interest

Any provision expressed or implied in this Housing Management Agreement obliging the Territory to pay interest on any moneys including the Housing Management Agreement Payment has no effect.

22.19 Relationship of Parties

Unless this Housing Management Agreement expressly provides otherwise, nothing in this Housing Management Agreement may be construed as creating a relationship of partnership, of principal and agent or of trustee and beneficiary.

22.20 Residential Tenancies Act

(a) Notwithstanding any other clause in this Housing Management Agreement, if the Territory or a Tenant does any act in relation to a Tenancy Agreement or a Tenant's Right of Occupation which is required under the *Residential Tenancies Act* (NT), that act does not constitute a breach of this Housing Management Agreement.

(b) If the EDTL exercises a right of access to the Land under this Housing Management Agreement, the EDTL may only access an individual housing lot on the Land provided that such access would not put the Territory in breach of its obligations under any Tenancy Agreement or Tenant's Right of Occupation applicable to that individual housing lot.

22.21 Compliance with Sublease

Notwithstanding any other clause in this Housing Management Agreement, the Territory agrees to do all things necessary to enable the EDTL to comply with its obligations under clause 10.8 (Amendments and termination) of the Sublease.

Viewed at 11:10:21 on 26/10/2016 by 32GPL.

Schedule - Housing Management Agreement particulars

Item:		Particulars:
1.	**Living Area** (clause 1.1)	The whole of the land described in Certificate of Title Volume 622 Folio 176, being Lot 5150 Town of Alice Springs on plan S77/035 a copy of which is annexed at Annexure 1.
2.	**Land** (clause 1.1)	The whole of the Living Area.
3.	**Commencement Date** (clause 1.1)	The date of commencement of the Sublease, being 3 December 2009
4.	**Notices** (clause 22.13)	If to the EDTL: **By Hand** The Executive Director of Township Leasing Level 1 60 Smith Street Darwin NT 0800 **By Post** The Executive Director of Township Leasing GPO Box 3671 Darwin NT 0801
		If to the Territory: **By Hand** Executive Director Land Services 8th Floor, 38 Cavenagh Street Darwin NT 0801 **By Post** Executive Director Land Services GPO Box 1680 Darwin NT 0801 **By Facsimile** Facsimile: (08) 8999 6055

Viewed at 11:10:21 on 26/10/2016 by 32GPL.

Executed as a deed.

Executed by the **Executive Director of Township Leasing** for and on behalf of the **Commonwealth of Australia** in the presence of:

Signature of qualified witness

Signature of Executive Director of Township Leasing

KYM LOCKLEY

Name of qualified witness (please print)

PAT WATSON

Name (please print)

Solicitor

Qualification

Phone: (02) 6121 4223

Address: L3 16 Bowes St

Woden ACT

Contact details of qualified witness

3/12/2009

Execution Date

Viewed at 11:10:21 on 26/10/2016 by 32GPL.

SIGNED by the **Chief Executive Officer** of the **Department of Planning and Infrastructure** for and on behalf of the **Northern Territory Of Australia** pursuant to a delegation under the *Contracts Act* in the presence of:

Witness

JACKIE ANTOUN

Print name

A Practitioner of the Supreme Court of the Northern Territory of Australia

Position 68 The Esplanade, Darwin NT
Ph: (08) 8935 7809

Signature

RICHARD HANCOCK

Print name

03/12/09

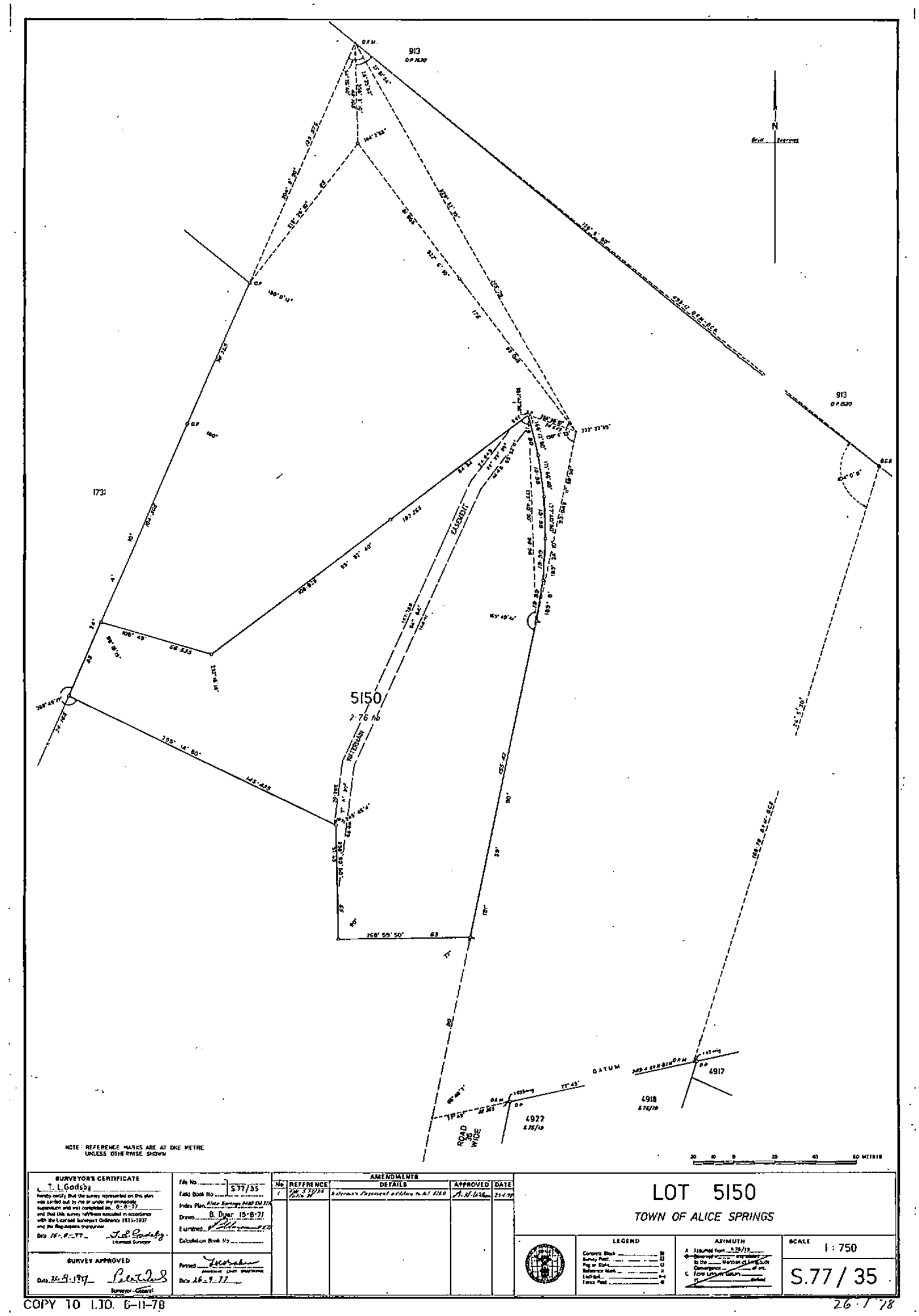
Date

Viewed at 11:10:21 on 26/10/2016 by 32GPL.

Annexure 1 - Living Area

Viewed at 11:10:21 on 26/10/2016 by 32GPL.

Survey Plan S 77/035



MINISTER FOR PLANNING AND LANDS

PARLIAMENT HOUSE
STATE SQUARE
DARWIN NT 0800

GPO BOX 3146
DARWIN NT 0801
TELEPHONE: (08) 8901 4047
FACSIMILE: (08) 8901 4169

Mr Pat Watson
Executive Director of
Township Leasing
PO Box 7788
CANBERRA MAIL CENTRE ACT 2610

Pat

Dear Mr Watson

I refer to your letter seeking consent to register a sub-sub lease over Special Purposes Lease 493, 412, 550, 543, 536, 438, 426, 459, 409, 450, 554, 473 and Crown Leases Perpetual 1111 and 1112.

I am pleased to advise that, in accordance with my powers under section 6 of the *Special Purposes Leases Act* and section 47 of the *Crown Lands Act* I consent to the registration of the sub-sub leases over the above leases.

Proposed Lessee:	Northern Territory of Australia (Department of Planning and Infrastructure)
Lease Details:	As per schedule at Attachment A

Yours sincerely

DELIA LAWRIE

29-7-09

Northern Territory Government

LEASE DETAILS - ATTACHMENT A

LOT NO	LEASE	PERMITTED USE
5713	SPL 493	Aboriginal communal living
7850	CLP 1111	Aboriginal residential housing area
5146	SPL 412	Aboriginal communal purpose
5708	SPL 550	Aboriginal communal living
3701	CLP 1112	Aboriginal residential living and ancillary
2664	SPL 543	Aboriginal communal living
5195	SPL 536	Aboriginal communal living
5150	SPL 438	Aboriginal settlement, camping and ancillary
3702	SPL 426	Aboriginal communal purposes
3704	SPL 426	Aboriginal communal purposes
1733	SPL 426	Aboriginal communal purposes
5180	SPL 459	Aboriginal communal living
5135	SPL 409	communal settlement
5123	SPL 554	Aboriginal communal living, craft complex and ancillary
5149	SPL 450	Aboriginal communal purposes
5189	SPL 473	Aboriginal communal living area

00347418

DEPARTMENT OF JUSTICE (ABN 84 085 734 992)
REGISTRAR-GENERAL'S OFFICE
NICHOLS PLACE
GPO BOX 3021
DARWIN NT 0801
Enquiries : 8999 6252

16 OF 18

Priority of Lodgement	1

TAX INVOICE (RECEIPT) - OFFICE COPY

Lodging Party:
AUSTRALIAN GOVERNMENT SOLICITO
GPO BOX 4700
DARWIN 0801

Customer Code: AGSA
Self Assessing Code: N

Date of Issue	08/06/2010
at	10:59
by	KRIS
Application #	00203134

Document Delivery:
AUSTRALIAN GOVERNMENT SOLICITO
GPO BOX 4700
DARWIN 0801

Lodgement No 728354

If paper title exists enter

Volume _____

Folio _____

Description	GST Incl Amount
UNDERLEASE (LOT 5150 / ALICE SPRINGS)	155.00

3055/10

Total Cost excl GST	$155.00
Total GST	$0.00
Total Invoice	$155.00

Payment Details

CHEQUE (004370 RBA CANBERRA (092009))

1
23

Date Registered: 09/06/2010 **Volume** 747 **Folio** 785
Duplicate Certificate as to Title issued? No

SEARCH CERTIFICATE

SPECIAL PURPOSES LEASE 00438

Lot 5150 Town of Alice Springs from plan(s) S 77/035
Area under title is 2 hectares 7600 square metres

Owner:
Akngwertnarre Association Incorporated
of PO Box 8070, Alice Springs NT 0871

Easements:
Water supply Easement to Power and Water Authority

Registered Date	Dealing Number	Description
		Previous title is **Volume** 622 **Folio** 176
09/06/2010	728354	Underlease to Northern Territory of Australia - expiring 02/12/2012 (728333)
09/06/2010	728333	Sublease to Executive Director of Township Leasing - expiring 02/12/2049
End of Dealings		

Commencement Date: 22 December 1977

Expiry Date: In Perpetuity

Reservations:

(a) A right of entry in favour of the Minister, or an officer authorised in writing by the Minister, at all reasonable times and in any reasonable manner, to enter upon the leased land or any part of it and to inspect the leased land or any part of it and any improvements on it.

(b) All minerals and mineral substances in or on the leased land including gold, silver, copper, tin, other metals, ores, and substances containing metals, gems, precious stones, coal, shale, mineral oils and valuable earths or substances, together with the right to authorise any persons to enter upon the land to mine, work for, win, recover and remove them or any of them and to do all things necessary or convenient for those purposes.

(c) A power of resumption.

(d) A right of entry and inspection for the purposes of providing and maintaining water, sewer, electricity and other services on the leased land or on other lands.

Provisions:

To hold unto the lessee in perpetuity yielding and paying therefor an annual rental of ten cents if and when demanded by the Minister subject to re-appraisement in accordance with Section 11A of the Special Purposes Leases Act.

And it is hereby declared that -

The lessee, having paid all rent due under this lease, may at any time surrender this lease in accordance with the provisions of the Special Purposes Leases Act and the Regulations thereunder.

If the rent (other than the rent for the first year) is not paid on or before the expiry of three months from the date on which it becomes payable by the lessee, an additional amount (which shall be deemed to be recoverable as rent) at the rate of

five per centum per annum from the expiry of that period shall become payable by the lessee in respect of the rent overdue, if demanded by the Minister.

This lease is granted under and subject to the Special Purposes Leases Act and the Regulations for the time being in force thereunder and is conditional upon compliance by the lessee with the covenants and conditions to be complied with by the lessee and may, subject to the Special Purposes Leases Act and the Regulations, be forfeited for non-compliance with any such covenant or condition.

Covenants:

The lessee covenants with the Minister as follows -

1. That the lessee will pay the rent annually in advance.

2. That the lessee will use the land only for the purposes for which it is leased; viz: Communal Settlement, Camping and Ancillary.

3. That the lessee will pay all rates and taxes which may at any time become due in respect of the leased land.

4. That the lessee will observe and comply with the Regulations under the Special Purposes Leases Act for the time being in force.

5. That the lessee will by the first day of July, 1979 or within such further time as may be approved in writing by the Minister commence to erect improvements suitable to the purpose of the lease on the said land (with the necessary and usual outbuildings and fences) at a cost of not less than the sum of forty thousand dollars and in accordance with plans and specifications prepared by the lessee and previously submitted to and approved in writing by the Minister and complete the erection of the said improvements at a cost not less than the said sum and in accordance with any Act, Ordinance or Regulation by the first day of July, 1980 or within such further time as may be approved in writing by the Minister and thereafter maintain all improvements to the satisfaction of the Minister.

6. That the lessee will by the first day of July, 1983 or within such further time as may be approved in writing by the Minister raise the value of improvements on the leased land to the value of not less than one hundred and sixty thousand dollars and in accordance with plans and specifications prepared by the lessee and previously submitted to and approved in writing by the Minister and the lessee will at all times maintain and repair and keep in repair all improvements on the said land to the satisfaction of the Minister.

7. That the lessee will submit detailed sketch plans for the development of the site to the Planning Unit, Department of Lands and Housing for approval prior to the commencement of development. Such plans will contain all details of intended improvements and proposed landscaping.

8. That developed areas of the leased land will be dust suppressed and drained for stormwater to the satisfaction of the Minister by the first day of July, 1980 or within such further time as may be approved by the Minister and all such works shall thereafter be maintained to the satisfaction of the Minister.

9. That all internal roads and pathways will be well drained and of good all weather construction and shall be maintained to the satisfaction of the Minister.

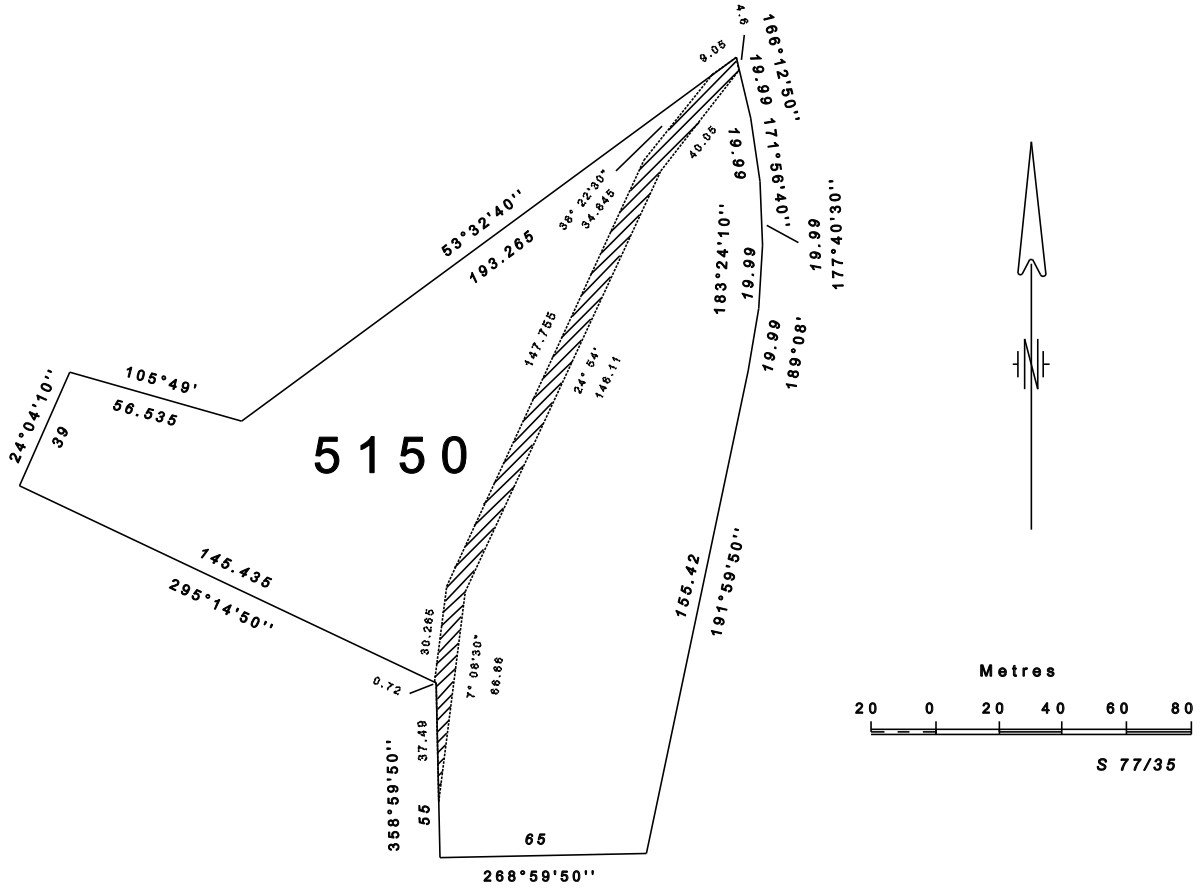
10. That no building, structure or vehicle will be situated within seven and six tenths metres of any frontage. The set back areas so formed on road frontages shall be landscaped with trees and shrubs to the satisfaction of the Minister by the first day of July, 1980 or within such further time as may be approved in writing by the Minister and all such landscaping shall thereafter be maintained to the satisfaction of the Minister.

11. That all water and sewerage works will be carried out in accordance with the standards required by the Local Authority and the Department of Health. The disposal of garbage, sewage, waste water and sullage within the boundaries of the site must accord with the requirements of the Department of Health and the Local Authority.

12. That adequate fire fighting equipment shall be provided on the site and shall be easily accessible from any development. Such equipment shall be approved by the Local Authority and thereafter maintained to the satisfaction of the Minister.

13. That for every ten individual camping sites or part thereof there shall be provided the following minimal facilities - 1 water point 1 water closet for use by males 1 urinal 1 water closet for use by females 1 shower with hot and cold water, for use by males 1 shower with hot and cold water, for use by females 1 handbasin with hot and cold water for each water closet provided 1 wash trough with hot and cold water.

14. That all electrical reticulation must conform to the following regulations: (a) Australian Standard 3000, Pt 1 1976 S.A.A. Wiring Rules (b) N.T. Electrical Supply Regulation No. 11, 1953 (c) S.A.A. Code cc7, 1966



NORTHERN TERRITORY OF AUSTRALIA

Record of Administrative Interests and Information

Record of Administrative Interests and Information
The information contained in this record of Administrative Interests only relates to the below parcel reference.

Parcel Reference: Lot 05150 Town of Alice Springs plan(s) S 77/035

(See section 38 of the Land Title Act)

Note: The Record of Administrative Interests and Information is not part of the Land Register and is not guaranteed by the Northern Territory of Australia, and the NT Government accepts no Liability for any omission, misstatement or inaccuracy contained in this statement.

Registrar General

Government Land Register
(none found)

Custodian - Registrar General (+61 8 8999 6252)

Current Title
CUFT 747 785 (order 1)

Tenure Type
SPECIAL PURPOSES LEASE 438

Tenure Status
Current

Area Under Title
2 hectares 7600 square metres

Owners
Akngwertnarre Association Incorporated
PO Box 8070, Alice Springs NT 0871

Easements
Water supply Easement to Power and Water Authority

Scheme Name
(none found)

Scheme Body Corporate Name
(none found)

Reserved Name(s)
(none found)

Unit Entitlements
(none found)

Transfers
(none found)

Tenure Comments
(none found)

Historic Titles
CUFT 622 176 (order 2)
CUFT 622 176 (order 1)
CUCL 158 010 (order 2)
CUCL 158 010 (order 1)
Visit the website http://www.nt.gov.au/justice/bdm/land_title_office/

Custodian - Surveyor General (+61 8 8995 5362)

Address
79 LOVEGROVE DR, ARALUEN

Survey Plan
S 77/035

Survey Status
Approved

Parcel Status
CURRENT

Parcel Area
2 hectares, 7600 square metres

Map Reference
Code 010 Scale 2500 Sheet 29.33

Parent Parcels
(none found)

Parcel Comments
ABORIGINAL LAND APPLICATION S77/35/2, LAP 6944. INTERNAL ROADS NAMED NTG G33 17/08/2011. ADMIN LOTS 10066 - 10083 ALLOCATED ON FOLIO 111 FILE 98/9249. ADMINISTRATIVE LOTS 10066 TO 10083 AND 10299 SURVEYED - S2012/11.

Survey Comments
(none found)

Proposed Easements
(none found)

Municipality
ALICE SPRINGS MUNICIPALITY

Region
ALICE SPRINGS

Custodian - Valuer General (+61 8 8943 9193)

Owner's Last Known Address
CEO Housing & Department of Lands and Planning, ATTENTION: CHIEF FINANCE OFFICER, GPO BOX 4621, DARWIN NT 0801

Parcels in Valuation

Lot 05150 Town of Alice Springs

Unimproved Capital Value

$405,000 on 01/07/2015
$444,000 on 01/07/2012
$423,000 on 01/07/2009
$282,000 on 01/07/2006
$152,000 on 01/07/2003
$120,000 on 01/07/2000
$125,000 on 01/07/1997
$100,000 on 01/07/1994
$90,000 on 01/07/1991
$85,000 on 01/01/1989
$81,000 on 01/01/1986
$50,000 on 01/01/1983
$20,500 on 01/07/1980
$12,000 on 14/03/1978

Valuation Improvements

28/05/1990 House x 8
28/05/1990 Ablution block
28/05/1990 Hall
14/03/1987 House
01/01/0001 Land
Improvement type(P)

Custodian - Property Purchasing (+61 8 8999 6631)

Acquisitions

(none found)

Custodian - Building Advisory Service (+61 8 8999 8965)

Building Control Areas

BBASP001 - Building Control Area	ALICE SPRINGS BUILDING AREA

Building Permits

Application Number:	23 of 23
Description:	dismantle shade structure & erect in new location
Number of Residental Units:	
Australian Bureau of Statistics Type:	(none found)
Building Class:	Non-habitable building
Area:	35 square metres
Certification:	Non-habitable building - Occupancy Permit - *issued on* 28/04/2016

Application Number:	22 of 23
Description:	MS 53 - New concrete and steel residential 3 bedroom dwelling (Type H6AS) and verandah
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling Non-habitable building
Area:	136 square metres
Certification:	Single Dwelling - Full Code - *issued on* 02/11/2011 Non-habitable building - Full Code - *issued on* 02/11/2011

Application Number:	20 of 23
Description:	Dwelling Alterations [House 3] including new kitchens, wet areas, florr linings, windows & doors, air conditioning & heating
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling Non-habitable building
Area:	(none found)
Certification:	Single Dwelling - Full Code - *issued on* 24/10/2011 Non-habitable building - Full Code - *issued on* 24/10/2011

Application Number:	19 of 23
Description:	Reburshment [House 6,11,12,14]
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	(none found)
Certification:	Single Dwelling - Full Code - *issued on* 15/11/2011

Application Number:	18 of 23
Description:	Refurbishment [House 1,5]
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling

Area:	(none found)
Certification:	Single Dwelling - Full Code - *issued on* 16/09/2011

Application Number:	17 of 23
Description:	New Concrete & Steel Residental Dwelling [9A]
Number of Residental Units:	2
Australian Bureau of Statistics Type:	Semi-detached town house of one storey
Building Class:	Single Dwelling
Area:	205 square metres
Certification:	Single Dwelling - Full Code - *issued on* 09/02/2011

Application Number:	16 of 23
Description:	New Concrete & Steel Residential Dwelling
Number of Residental Units:	2
Australian Bureau of Statistics Type:	Semi-detached town house of one storey
Building Class:	Single Dwelling
Area:	(none found)
Certification:	Single Dwelling - Full Code - *issued on* 09/02/2011

Application Number:	15 of 23
Description:	Dwelling alterations to house 02 including new kitchens, wet areas, floor linings, windows and doors, air conditioning and heating
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	(none found)
Certification:	Single Dwelling - Full Code - *issued on* 05/08/2010

Application Number:	14 of 23
Description:	House 2 and House 14 only. Wall Cladding, Awnings and Pergola.
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling Non-habitable building
Area:	(none found)
Certification:	Single Dwelling - Full Code - *issued on* 17/12/2008 Non-habitable building - Full Code - *issued on* 17/12/2008

Application Number:	13 of 23
Description:	Dwelling Alterations - House 4
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	(none found)
Certification:	Single Dwelling - Full Code - *issued on* 02/07/2009

Application Number:	12 of 23
Description:	NEW DWELLING and demolish
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	220 square metres
Certification:	Single Dwelling - Full Code - *issued on* 14/11/2003

Application Number:	11 of 23
Description:	CONSTRUCTION OF A DWELLING
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	0 square metres
Certification:	Single Dwelling - Full Code - *issued on* 06/03/2001

Application Number:	10 of 23
Description:	ADD & ALTER TO DWELLING
Number of Residental Units:	0
Australian Bureau of Statistics Type:	(none found)
Building Class:	Single Dwelling
Area:	17 square metres
Certification:	Single Dwelling - Full Code - *issued on* 07/12/1995

Visit the website http://www.nt.gov.au/building/

Custodian - Town Planning and Development Assessment Services (+61 8 8999 6046)

Planning Scheme Zone
CL (Community Living)

Interim Development Control Orders
(none found)

Planning Notes
(none found)

Planning Applications
(none found)

Custodian - Power and Water Corporation (1800 245 092)

Meters on Parcel

Power Water - Electricity	11
Power Water - Water	12

For Account balances, contact the Power and Water Corporation.

Custodian - Pool Fencing Unit (+61 8 8924 3641)

Swimming Pool/Spa Status
(none found)

For more information, contact the Pool Fencing Unit (+61 8 8924 3641).

Custodian - Mines and Energy (+61 8 8999 5322)

For information on possible Exploration Licences, contact Mines & Energy or visit the website http://www.nt.gov.au/d/Minerals_Energy/

For information on possible Petroleum Titles, contact Mines & Energy for further details.

Custodian - NT Environment Protection Authority (+61 8 8924 4218)

Results of site contamination assessment
(none found)

For further information contact Environment Protection Authority or visit the website https://ntepa.nt.gov.au/waste-pollution/contaminated-land

Custodian - Heritage Branch (+61 8 8999 5039)

Heritage Listing:
(none found)

For further information on heritage places contact Heritage Branch or visit the website http://www.dlpe.nt.gov.au/heritage

Other Interests

For Account balances, contact Alice Springs Town Council


9108
9104
9106
6493
8078
9283
8092
5150
LECHLEITNER STREET
LOVEGROVE DRIVE
KENNETT COURT
7441
7442
7440
7443
7439
7444
SHIRLEY COURT
7438
9015
9016
4920
8074

Anthelk Ewlpaye (Charles Creek)

Form 31

Section 65

Land Title Act

REGISTRAR-GENERAL'S DIRECTIONS

NORTHERN TERRITORY OF AUSTRALIA

DL00728336D

Dealing Number: 728336 Lodged 08/06/2010 at 16:42:52
Dealing Type: LS By CASH
Volume 622 Folio 183 Fee $ 155.00 Receipt 347405

Commissioner of Taxes use only (NOTE 1)

Not liable to stamp duty in the Northern Territory

for Commissioner of Territory Revenue

24/3/10

LEASE

The owner leases to the tenant the land described and the tenant accepts this lease of the land for the term and at the rent stipulated and subject to the covenants and conditions contained below or on the back of this document and acknowledges the amount payable or other consideration for the lease. (NOTES 2 – 3)

Register	Volume	Folio	Location	Lot Description	Plan	Unit
CUFT	622	183	Town of Alice Springs	Lot 1733 Lot 3702 Lot 3704	S72/098	N/A

(NOTE 4)

INTEREST BEING LEASED	The whole of the Land described in Item 1 of the Schedule to this Sublease and shown on the plan at Annexure 1 to this Sublease, being Lots 1733, 3702 and 3704 Town of Alice Springs on plan S72/098.		(NOTE 5)
MARKET RENT UNDER THE LEASE	$1.10 if demanded	GST Amount $0.10	(NOTE 6)
OTHER CONSIDERATION (Include Nil or Nominal Rent)	Nil	GST Amount Nil	
OWNER	Anthelk-Ewlpaye Association Incorporated		(NOTE 7)
TENANT	Name: Executive Director of Township Leasing Address: Centraplaza, 16 Bowes Street, Woden ACT 2606		(NOTE 8)
TENANCY	Joint Tenants/Tenants in Common (Shareholding) Not applicable		(NOTE 9)

TERM OF LEASE	Commencing:	Expiring:	Right of Renewal:	(NOTE 10)
	3/12/2009	2/12/2049	No	

CONSENTS: Nil (NOTE 11)

See Attached Execution Clause..... SIGNED by the Owner	See Attached Execution Clause ..... SIGNED by the Tenant
on (Date)	on (Date) .....
In the presence of:	In the presence of:
.....	.....
Qualified Witness:	Qualified Witness:
.....	.....
.....	.....

(NOTE 12)

Registered on 9.6.2010 At 09:16

CONSENT OF INTEREST HOLDERS

Instrument type: .....

Instrument No: .....

Name of Parties: .....

.....

I the registered proprietor of the interest shown above consent to the registration of this instrument.

Signed: .....

(Date): .....

In the presence of:

.....

Name of Qualified Witness: .....

Address or Telephone No.: .....

Instrument type: .....

Instrument No: .....

Name of Parties: .....

.....

I the registered proprietor of the interest shown above consent to the registration of this instrument.

Signed: .....

(Date): .....

In the presence of:

.....

Name of Qualified Witness: .....

Address or Telephone No.: .....

COVENANTS

It is hereby covenanted by and between the owner and the tenant as follows:

☐ To comply with the provisions contained in Memorandum of Common Provisions recorded in the Register as LTO No. .....

☑ The conditions and covenants implied by Sections 117 & 119 *Law of Property Act* ~~shall~~/shall not apply. (delete one)

☑ To comply with the provisions annexed to this lease.

SCHEDULE OF NOTES

1. A lease signed on or after 1 July 2006 is required to be stamped by the Commissioner of Taxes where (i) there is no consideration, or (ii) the consideration is nominal, or (iii) there is valuable consideration other than rent under the lease.
2. This form may be lodged in triplicate. The original must be typed or completed in ink or biro. The duplicate and triplicate may be a copy of the original but the signatures of all parties and their witnesses must be in ink or biro on the original, duplicate and triplicate. If the words "owner" and "tenant" are considered in appropriate other words (lessor/lessee) may be used. Alterations to information entered on the form should be crossed out (nor erased or obliterated by painting over) and initialled by the parties.
3. If there is insufficient space in any panel use the space above or an annexure sheet (Form 95).
4. Volume and Folio references must be given together with a description of the location, the lot number and unit plan number if applicable. If a certificate as to title has been issued it must be produced.
5. Insert whole of the land or if part of a lot the instrument of lease must also include a sketch plan identifying the part of the lot drawn to a standard to the Registrar-General's satisfaction, if required by the Registrar-General, a plan of survey identifying the part of the lot; or if required by the *Planning Act*, consent under Part 5 of the *Planning Act*.
6. Pursuant to Section 66 (1)(c) of the *Land Title Act* state whether the rent under the lease is market rent, or nil or nominal rent. Market rent means any rent that is not nominal. A lease for nil or nominal rent or other consideration must show the imprint of the Commissioner of Taxes. For the GST amount, if the lease is subject to the margin scheme and the GST amount is unknown insert "margin scheme" in the box provided. Show the words "Nil" or "Not applicable" if not subject to rent or other consideration.
7. Insert full name. Address is not required.
8. Insert full name and an address for the service of notices. The address can be a postal address.
9. If two or more tenants, state whether as joint tenants or tenants in common. If tenants in common, specify shares. If no tenancy is stated, the Registrar-General must register the co-owners as tenants in common pursuant to Section 57(2) of the *Land Title Act*.
10. Insert first day of the lease, last day of the lease and whether a right of renewal ("Yes" or "No").
11. Consents by mortgagee should be provided. A lease or amendment of a lease executed after registration of a mortgage of a lot is valid against the mortgagee only if the mortgagee consents to the lease or amendment before its registration. A lease which has not been consented to by a prior mortgagee will not be protected in the event of the mortgagee exercising the power of sale.
12. Persons who may witness this document are a Commissioner for Oaths, a member of the Legislative Assembly, a legal practitioner within the meaning of the *Legal Practitioners Act*, a person holding office under the *Supreme Court Act*, the *Justices Act*, the *Local Court Act* or the *Registration Act*, a member of the Police Force, a person licensed as a conveyancing agent or real estate agent under the *Agents Licensing Act*, a Notary Public and any other person approved by the Registrar-General.

    A witness to an instrument executed by an individual must first:

    - take reasonable steps to ensure that the individual is the person entitled to sign the instrument;
    - have the individual execute the document in the presence of the witness;
    - not be a party to the instrument; and
    - if witnessing more than one signature, clearly state that he/she has witnessed more than one signature. (ie I have witnessed the two signatures appearing above).

    After signing, witnesses must legibly write, type or stamp their names and contact address or telephone number below their signature.

    For a corporation, an instrument must be executed in a way permitted by law or sealed with the corporation's seal in accordance with the *Law of Property Act*, Section 48.

    For witnessing of instruments executed outside the Northern Territory refer to Schedule 1 of the *Land Title Act* and the Registrar-General's Directions.

PRIVACY STATEMENT – LAND REGISTER FORMS

The Registrar-General's Office is authorised by the *Land Title Act* to collect the information on this form for the establishment and maintenance of the Land Register, which is made available for search by any person, anywhere, including through the Internet, upon payment of a fee. The information is regularly provided to other NT Government agencies, the Australian Valuation Office, local governments, the Australian Bureau of Statistics, the Australian Taxation Office or other Commonwealth Agencies as required or authorised by law, and some private sector organisations for conveyancing, local government, valuation, statistical, administrative and other purposes. The Department of Planning and Infrastructure also uses the information to prepare and sell or licence property sales reports to commercial organisations concerned with the development, sale or marketing of property.

Failure to provide the information in full or in part may prevent your application or transaction being completed.

Your personal information provided on this form can be subsequently accessed by you on request. If you have any queries please contact the Deputy Registrar-General on 8999 5318.

Viewed at 12:10:16 on 26/10/2016 by 32GPL.

Sublease

Anthelk-Ewlpaye Association Incorporated

and

Executive Director of Township Leasing

and

Northern Territory of Australia

and

Chief Executive Officer (Housing)

Viewed at 12:10:16 on 26/10/2016 by 32GPL.

Table of Contents

1.	**Definitions and interpretation**	**7**
1.1	Definitions	7
1.2	Interpretation	14
1.3	Transfer of functions	15
1.4	Good faith	15
1.5	Survival	15
2.	**Sublease and reservations**	**16**
2.1	Condition precedent	16
2.2	Grant of Sublease	16
2.3	Reservations	16
3.	**Mutual agreements and declarations**	**17**
4.	**Implied covenants**	**17**
5.	**Sublease Payment**	**17**
6.	**SIHIP Investment**	**17**
7.	**Transition from existing arrangements**	**18**
7.1	Registered Interests	18
7.2	Tenants of Housing Authorities	18
7.3	Services Providers	18
8.	**Access**	**19**
8.1	General	19
8.2	Association's right of access	20
9.	**Improvements**	**20**
9.1	Existing Improvements	20
9.2	Maintenance of Existing Improvements	21
9.3	Works in respect of Existing Improvements	21
9.4	EDTL's Improvements	21
9.5	Ownership of Improvements at the end of the Sublease	21
10.	**Housing Management Agreements, Living Area Underleases and Living Area Licences**	**22**
10.1	Housing Management Agreements	22
10.2	Notification before entering into Housing Management Agreement	22
10.3	Grant of Living Area Underlease	23
10.4	Grant of Living Area Underlease of Community Land	23
10.5	Grant of Living Area Underlease of Vacant Land	23
10.6	Grant of Living Area Licence	24
10.7	No release of liability	25
10.8	Amendments and termination	25

Viewed at 12:10:16 on 26/10/2016 by 32GPL.

11.	**Housing Management Tender**	**25**
12.	**Future housing and Infrastructure needs**	**26**
13.	**Home ownership**	**26**
14.	**Rates, Taxes and Charges**	**27**
14.1	Outgoings	27
14.2	Charges for Services	27
14.3	Stamp duty	27
14.4	Association's Administrative costs	27
15.	**Insurance**	**28**
16.	**GST**	**28**
17.	**Use of Living Area**	**28**
17.1	Permitted Use	28
17.2	Compliance with Laws and Planning Scheme	28
17.3	Compliance with Lease	29
17.4	Compliance with notices	29
17.5	Notices	29
17.6	Roads	29
18.	**EDTL's indemnity**	**29**
18.1	Risk	29
18.2	The EDTL indemnifies the Association	30
18.3	The EDTL releases the Association	30
19.	**Reinstatement**	**31**
19.1	No obligation to reinstate	31
19.2	No right to damages	31
20.	**Consultative Forum**	**31**
20.1	Establishment of the Consultative Forum	31
20.2	Purpose of the Consultative Forum	31
20.3	Association nominees to consult with Living Area residents	32
20.4	Power to bind the Parties	32
20.5	EDTL to consult with the Consultative Forum	32
20.6	Conduct of the Consultative Forum	32
20.7	Annual Statement to Consultative Forum	33
21.	**Advisory Housing Forum**	**33**
21.1	Membership of the Advisory Housing Forum	33
21.2	Purpose of the Advisory Housing Forum	33
21.3	Power to bind the Parties	33
21.4	Advisory Housing Forum Meetings	33
22.	**Association's obligations**	**33**
22.1	Quiet enjoyment	33
22.2	Produce certificates	34
23.	**Sublease ends if Lease ends**	**34**
24.	**Default**	**34**
24.1	Occurrence of Default Event	34
24.2	Financial Default	34

Viewed at 12:10:16 on 26/10/2016 by 32GPL.

Table of Contents (ctd) 4

24.3	Remedies for other Default Events	34
24.4	Remedies for Termination Event	35
24.5	Waiver	35
24.6	Consequences of termination	35
25.	**Overholding**	**36**
26.	**Obligations on expiration or termination**	**36**
26.1	Return of Living Area	36
26.2	Novation of agreements	36
26.3	Novation of Housing Management Agreements, Living Area Underleases and Living Area Licences	36
27.	**Renewal**	**36**
27.1	Renewal of Sublease	36
28.	**Dispute resolution**	**37**
28.1	Procedure to resolve disputes	37
28.2	Continue to perform	38
29.	**General**	**38**
29.1	Amendments	38
29.2	Nature of obligations	38
29.3	Entire understanding	38
29.4	No adverse construction	38
29.5	Further assurances	38
29.6	No waiver	38
29.7	Severability	39
29.8	Successors and assigns	39
29.9	No assignment without consent of other Parties	39
29.10	Consents and approvals	39
29.11	Costs	39
29.12	Governing law and jurisdiction	39
29.13	Notices	39
29.14	Counterparts	40
29.15	Conflicting provisions	40
29.16	Non merger	40
29.17	Operation of indemnities	40
29.18	No right of set-off	40
29.19	Payment of interest	40
29.20	Relationship of Parties	41
Schedule - Sublease particulars		**42**

Viewed at 12:10:16 on 26/10/2016 by 32GPL.

Sublease

Date 3 December 2009

Parties

1. Anthelk-Ewlpaye Association Incorporated, incorporated under the Associations Act, ABN 79 697 656 749 ("the **Association**")

2. Executive Director of Township Leasing, established by section 20B of the Land Rights Act, on behalf of the Commonwealth of Australia, ABN 36 342 015 855 ("the **EDTL**")

3. Northern Territory of Australia care of the Department of Local Government and Housing, RCG House, 83-85 Smith Street, Darwin 0800 in the Northern Territory of Australia, ABN 84 085 734 992 ("the **Territory**")

4. Chief Executive Officer (Housing) a body corporate sole established under the *Housing Act* (NT) of RCG House, 83-85 Smith Street, Darwin 0800 in the Northern Territory of Australia, ABN 23 912 978 797 ("**Territory Housing**")

(collectively referred to as "the **Parties**")

Background

A. The Association is the registered proprietor of a lease in perpetuity of the Living Area.

B. The parties acknowledge that the residents living on the Alice Springs Living Areas are living in very poor conditions and it is very important to improve the health and standard of living of those residents. The Australian Government and the Northern Territory Government have stated their intention to undertake a capital works program to assist in improving the standard of living of those residents.

C. On 10 July 2008, the Association signed the Agreed Work Plan with Tangentyere Council, the Australian Government and the Territory Government which described the key terms agreed by the parties in relation to the grant of the Sublease.

D. The Australian Government has stated its intention to 'close the 17 year gap' in life expectancy between Indigenous and non-Indigenous Australians, and that this Sublease opens the way for substantial government investment in improved Infrastructure and housing on the Alice Springs Living Areas as a step to achieving this goal.

E. The Australian Government wishes to substantially improve:

   (i) the quality and availability of Infrastructure and housing on the Alice Springs Living Areas;

   (ii) the level of maintenance and repair to the housing and Infrastructure on the Alice Springs Living Areas;

   (iii) the quality of tenancy management on the Alice Springs Living Areas; and

Viewed at 12:10:16 on 26/10/2016 by 32GPL.

(iv) Indigenous employment and training outcomes.

F. To help achieve these aims the Australian Government has requested the grant of this Sublease to the EDTL and has offered to make up to ~~$50 million~~ $100,000,000 funding available via SIHIP in order to upgrade and increase the housing and Infrastructure located on the Alice Springs Living Areas during the 5 years from the commencement of the first Alice Springs Living Area Sublease. DS RB

G. The Association has requested that the EDTL enter into the Sublease on behalf of the Commonwealth and administer the Sublease.

H. The Parties have agreed that, on the terms and conditions set out in this Sublease, the Living Area (including all Improvements and Services) will be leased to the EDTL by the Association pursuant to section 6 of the Special Purposes Leases Act.

I. The Parties acknowledge that this Sublease is intended to support development and investment in the Alice Springs Living Areas and improve the housing and Infrastructure in the Alice Springs Living Areas, including by:

(i) the expenditure of up to ~~$50 million~~ $100,000,000 in accordance with SIHIP; DS RB

(ii) the development and implementation of policy which has regard to the ongoing Infrastructure and housing needs on the Alice Springs Living Areas;

(iii) improving the quality of design and construction of new housing on the Alice Springs Living Areas;

(iv) improving the quality of housing management in the Alice Springs Living Areas including with respect to tenancy management, repairs and maintenance and tenant consultation and participation having regard to the needs and requirements of the residents of the Alice Springs Living Areas;

(v) increasing the supply of affordable Indigenous rental housing through the expenditure of up to ~~$50 million~~ $100,000,000 in accordance with SIHIP; and DS RB

(vii) increasing Indigenous employment and training outcomes.

J. The Parties acknowledge that decisions in relation to the housing, Infrastructure and tenancy management on the Alice Springs Living Areas will be made in consultation with the residents and have regard to the needs and requirements of residents.

K. The Association has received consent from the Northern Territory Minister as required by section 6 of Special Purposes Leases Act for the grant of this Sublease.

L. The Commonwealth Minister has agreed to the Association's request in accordance with section 20CA of the Land Rights Act.

M. The EDTL is capable of receiving a grant of a sublease pursuant to section 20C of the Land Rights Act.

Viewed at 12:10:16 on 26/10/2016 by 32GPL.

Agreed terms

1. Definitions and interpretation

1.1 Definitions

In this Sublease and in the Background, unless the context requires otherwise:

Aboriginal means a person who is a member of the Aboriginal race of Australia;

Administrative Costs means the reasonable costs of the Association complying with its obligations under the Associations Act to:

(a) maintain a register of members;

(b) maintain records;

(c) prepare reports;

(d) have any reports audited; and

(e) hold an annual general meeting.

Advisory Housing Forum means the Advisory Housing Forum established in accordance with clause 21.1.

Alice Springs Living Area means an area of land referred to in subclause 69(1) to 69(10) or 69(12) to 69(17) of Part 4, Schedule 1 to the *Northern Territory National Emergency Response Act 2007* (Cth) as enacted and the words **Alice Springs Living Areas** have a corresponding meaning;

Alice Springs Living Area Association means a lessor of an Alice Springs Living Area Sublease (and includes the Association);

Alice Springs Living Area Sublease means a sublease of an Alice Springs Living Area granted to the EDTL in accordance with subsection 20CA(2) of the Land Rights Act (and includes this Sublease) and the words **Alice Springs Living Area Subleases** has a corresponding meaning;

Annexure means an annexure to this Sublease;

Association's Agents means the employees, contractors and agents of the Association acting within the scope of their authority as employees, contractors and agents of the Association;

Associations Act means the *Associations Act* (NT);

Building includes:

(a) a structure and part of a building or a structure;

(b) fences, walls, out-buildings, service installations and other appurtenances of a building; or

(c) a boat or a pontoon which is permanently moored or fixed to a building or land;

Viewed at 12:10:16 on 26/10/2016 by 32GPL.

Building Code means the Building Code of Australia developed by the Australian Building Codes Board;

Business Day means a day that is not a Saturday, Sunday, public holiday or bank holiday in Darwin;

CATSI Act means the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth);

Comcover means the Australian Government's general insurance fund known as Comcover;

Commencement Date means the date specified in Item 2 of the Schedule;

Community Land means the land described in Item 4 of the Schedule;

Commonwealth Minister means the Minister for Families, Housing, Community Services and Indigenous Affairs;

Community Service means a service provided to the residents of the Living Area that is funded or approved by the Australian Government, the Northern Territory Government, or the local government for the Living Area or that is otherwise approved by the EDTL;

Construct includes reconstruct or make structural changes and the word **Construction** has a corresponding meaning;

Consult means to:

(a) meet with, as reasonably requested by;

(b) ask views of;

(c) listen to views of; and

(d) have regard to the views of, including taking account of the views, acting reasonably,

the body or person to be or being consulted;

Consultative Forum means the Consultative Forum established under clause 20.1;

Corporations Act means the *Corporations Act 2001* (Cth);

Cure Period means:

(a) in relation to a Default Event that is a failure by the Territory to expend ~~$50,000,000~~ $100,000,000 under SIHIP inclusive of SIHIP Project Costs on the upgrade and Construction of houses and Infrastructure in the Alice Springs Living Areas in accordance with clause 6(a), a reasonable period of time (not being less than 1 year) within which the Territory must cure the Default Event, in accordance with clause 24.1(a)(iii), including any extensions of that period under clause 24.3; or

(b) in relation to any other Default Event (other than a Financial Default), a reasonable period of time within which the Defaulting Party must cure the

Viewed at 12:10:16 on 26/10/2016 by 32GPL.

Default Event, in accordance with clause 24.1(a)(iii), including any extensions of that period under clause 24.3;

Cure Plan means a plan by a Party to remedy a Default Event (other than a Financial Default) which is proposed during the Cure Period and details a work plan setting out each task to be undertaken in order to rectify the material breach and the time for each task to be completed;

Default Event means:

(a) a Financial Default;

(b) a persistent and material failure by the EDTL to comply with this Sublease (other than clause 12);

(c) a failure by the Territory to expend ~~$50,000,000~~ $100,000,000 DS RB under SIHIP inclusive of SIHIP Project Costs on the upgrade and Construction of houses and Infrastructure in the Alice Springs Living Areas in accordance with clause 6(a);

(d) a failure by the EDTL to terminate or amend a Housing Management Agreement, Living Area Underlease or Living Area Licence in accordance with clause 10.8;

(e) a failure by the Territory to Call for Tender in accordance with clause 11(a); or

(f) an assignment or other transfer of the benefit of this Sublease by the EDTL contrary to clause 29.9;

Default Notice means a notice given under clause 24.1;

Defaulting Party means:

(a) if the Default Event is an event referred to in paragraphs (a), (b), (d) or (f) of the definition of Default Event, the EDTL;

(b) if the Default Event is an event referred to in paragraphs (c) or (e) of the definition of Default Event, the Territory.

Development includes:

(a) the Construction or exterior alteration or exterior decoration of a Building;

(b) the demolition or removal of a Building or Works;

(c) the Construction or carrying out of Works;

(d) the subdivision or consolidation of land, including Buildings or airspace;

(e) the placing or relocation of a Building or Works; and

(f) the Construction or putting up for display of signs or hoardings;

EDTL Annual Statement has the meaning given to that term in clause 20.7;

EDTL's Improvements means all Improvements erected on or attached to the Living Area by:

Viewed at 12:10:16 on 26/10/2016 by 32GPL.

(a) the EDTL;

(b) any Living Area Underlessee; or

(c) any Living Area Licensee;

after the Commencement Date;

EDTL's Services means all Services installed in or on the Living Area by:

(a) the EDTL;

(b) any Living Area Underlessee; or

(c) any Living Area Licensee;

after the Commencement Date;

Environmental Health Standards means the Environmental Health Standards for Remote Communities in the Northern Territory prepared by Territory Health Services;

Existing Improvements means all Improvements erected on or attached to the Living Area as at the Commencement Date;

Existing Services means all Services on or connected to the Living Area as at the Commencement Date;

Final Sublease Year means the period starting on 1 July immediately before the expiry of the Term or earlier determination of this Sublease and ending on the expiry of the Term or earlier determination of this Sublease;

Financial Default means a failure by the EDTL to pay when due any money which the EDTL is obliged to pay to the Association under this Sublease (excluding a failure to pay the Sublease Payment when due);

Government Agency means any government or any public, statutory, governmental, semi-governmental, local governmental or judicial body, entity, department or authority and includes any self-regulatory organisation established under statute;

GST has the meaning given to that term in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

Housing Area means land in the Living Area which is or is proposed to be used to provide community or public housing;

Housing Authority means a body which provides community or public housing and, for the avoidance of doubt, includes the Territory and may include Tangentyere Council and Central Australian Affordable Housing Corporation;

Housing Management Agreement means a Living Area Underlease or other contract or agreement granted by the EDTL to a Housing Authority to manage or provide community or public housing services and related Infrastructure (and all purposes incidental thereto);

Viewed at 12:10:16 on 26/10/2016 by 32GPL.

Improvements means all Buildings, structures, fixtures, fittings, plant, equipment, partitions, signs or other materials or articles which are erected on or attached to the Living Area;

Infrastructure includes roads, kerbs, gutters and Services;

Insolvency Event means, in relation to a party, any one or more of the following events or circumstances:

(a) being in liquidation or provisional liquidation or under administration;

(b) having a controller or analogous person appointed to it or any of its property;

(c) being taken under section 459F(1) of the Corporations Act to have failed to comply with a statutory demand;

(d) being unable to pay its debts or being otherwise insolvent;

(e) becoming an insolvent under administration, as defined in section 9 of the Corporations Act;

(f) entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors; or

(g) any analogous event or circumstance under the Laws of any jurisdiction,

unless such event or circumstance occurs as part of a solvent reconstruction, amalgamation, compromise, arrangement, merger or consolidation approved by the other party;

Land Rights Act means the *Aboriginal Land Rights (Northern Territory) Act 1976* (Cth);

Law means:

(a) principles of law or equity established by decisions of courts;

(b) statutes, regulations, ordinances or by-laws of the Commonwealth, a State, a Territory or any other Government Agency; and

(c) requirements and approvals (including conditions) of the Commonwealth, a State, a Territory or any other Government Agency that have the force of law;

LEADR means Lawyers Engaged in Alternative Dispute Resolution;

Lease means the lease of the Living Area held by the Association;

Living Area means the land described in Item 1 of the Schedule;

Living Area Licence means a licence granted by the EDTL pursuant to clause 10;

Living Area Licensee means any person who has been granted a Living Area Licence from the EDTL;

Viewed at 12:10:16 on 26/10/2016 by 32GPL.

Living Area Underlease means an underlease granted by the EDTL pursuant to clause 10;

Living Area Underlessee means any person who has been granted a Living Area Underlease from the EDTL;

Municipal Services Provider means a person who provides municipal services in the Living Area;

National Indigenous Housing Guide means the National Indigenous Housing Guide developed by the Department of Families, Housing, Community Services and Indigenous Affairs;

Non Lapsing Caveat means a caveat documented by a Form 78 (an example of which is provided at Annexure 2) which is to be lodged and registered;

Outgoings means all existing and future amounts payable under the Lease (excluding rent but including rates, duties and taxes):

(a) which are properly imposed, charged or levied under statute or by a Government Agency on the Association; or

(b) which a Government Agency properly requires the Association to spend,

and which are:

(c) paid or payable by the Association during a Sublease Year;

(d) in relation to the Living Area or Improvements in the Living Area; and

either capital or non-capital in nature;

PBI Status means an entity that is endorsed as a public benevolent institution under s 123C(1) of the *Fringe Benefits Tax Assessment Act 1986* (Cth) or that is recognised as a charity;

Permitted Use has the meaning given to that term in clause 17.1;

Planning Scheme means any planning scheme under any applicable Law setting the framework for planning the use, development and protection of the Living Area or any part of the Living Area;

Postal Service means the delivery of mail to residents of the Living Area;

Postal Service Provider means a person who provides a Postal Service to the Living Area;

Preliminary Sublease Year means the period starting on the Commencement Date and ending on the following 30 June;

Procurement Process means a process, principle or requirement under any applicable Law setting the framework for procuring property or services, including any Commonwealth or Territory procurement guidelines;

Registered Interest means any interest registered on the certificate of title referred to in Item 1 of the Schedule immediately before the Commencement Date;

Viewed at 12:10:16 on 26/10/2016 by 32GPL.

Requirement means any lawful present or future notices, orders, directions, requirements, statutes, ordinances, proclamations, regulations, schemes, permits, by-laws or other regulatory requirements affecting or relating to the Living Area or the use of the Living Area, irrespective of whether the Requirement is addressed to the EDTL, the Association or any other person;

Right of Occupation means a Tenant's Right of Occupation or a Services Provider's Right of Occupation;

Schedule means the schedule to this Sublease;

Services means all utilities and services on or connected to the Living Area including water, gas, electricity, lighting, sanitation, drainage, stormwater, communication and telecommunication systems and includes all wires, cables, pipes, ducts, conduits, tanks, electrical and mechanical plant and all other ancillary or associated parts and accessories;

Services Provider means a person who provides Services in the Living Area;

Services Provider's Right of Occupation has the meaning given to that term in clause 7.3(a);

SIHIP means the Strategic Indigenous Housing and Infrastructure Program or if that program ceases to exist or is reconstituted, renamed or replaced, the program which most closely has the features of the defunct program;

SIHIP Annual Report has the meaning given to that term in clause 6(f);

SIHIP Design Guidelines means the guidelines set out in the document entitled 'SIHIP Design Guidelines and Performance Specifications' as prepared by the Territory;

SIHIP Project Costs means overheads, administration costs, program costs and project management costs;

Special Purposes Leases Act means the *Special Purposes Leases Act* (NT);

Sublease means this sublease including the Schedule and the Annexures;

Sublease Payment has the meaning given to that term in clause 5(a);

Sublease Year means the Preliminary Sublease Year, each 12 month period expiring on 30 June in each year during the Term and the Final Sublease Year;

Subleased Alice Springs Living Areas means all Alice Springs Living Areas over which there is an Alice Spring Living Area Sublease (and includes the Living Area);

Tangentyere Council means Tangentyere Council Incorporated Registration No. 00591C (N.T.);

Tenant's Right of Occupation has the meaning given to that term in clause 7.2(a);

Term has the meaning given to that term in clause 2.2;

Termination Event means:

Viewed at 12:10:16 on 26/10/2016 by 32GPL.

(a) the occurrence of an Insolvency Event; or

(b) the failure to cure a Default Event within the Cure Period;

Third Party means a party other than a Party to this Sublease;

Vacant Land means any land in the Living Area which is not:

(a) subject to a Registered Interest;

(b) subject to a Right of Occupation; or

(c) subject to a Housing Management Agreement, Living Area Underlease or Living Area Licence;

Works includes any change to the natural or existing condition or topography of the land including the removal, destruction or lopping of trees and the removal of vegetation or topsoil.

1.2 Interpretation

In this Sublease, unless the context requires otherwise:

(a) the singular (including the singular of defined terms) includes the plural and vice versa;

(b) reference to a right includes a remedy, authority or power;

(c) the headings are used for convenience only and do not affect the interpretation of this Sublease;

(d) as far as possible all provisions must be construed so as not to be invalid, illegal or unenforceable;

(e) wherever "include" or any form of that word is used, it must be construed as if it were followed by "(without being limited to)";

(f) reference to a thing is a reference to all or part of that thing;

(g) unless the context requires or is otherwise stated in this Sublease, a Party's obligations must be performed at that Party's own cost;

(h) a gender includes the other genders;

(i) other grammatical forms of defined words or expressions have corresponding meanings;

(j) a reference to a document includes the document as modified from time to time and any document replacing it;

(k) if something is to be or may be done on a day that is not a Business Day then it must be done on the next Business Day;

(l) the word "person" includes a natural person and any body or entity whether incorporated or not;

(m) the word "month" means calendar month and the word "year" means 12 months;

Viewed at 12:10:16 on 26/10/2016 by 32GPL.

(n) the words "in writing" include any communication sent by letter, facsimile transmission or email or any other form of communication capable of being read by the recipient;

(o) a reference to all or any part of a statute, rule, regulation or ordinance (**statute**) includes that statute as amended, consolidated, re-enacted or replaced from time to time;

(p) a reference to a party includes a reference to the party's respective successors and permitted assigns;

(q) money amounts are stated in Australian currency unless otherwise specified;

(r) a reference to any agency or body, if that agency or body ceases to exist or is reconstituted, renamed or replaced or has its powers or functions removed (**defunct body**), means the agency or body which performs most closely the functions of the defunct body;

(s) reference in this Sublease to a Living Area Underlessee or the holder of a Living Area Underlease is, where the Living Area Underlessee has granted a further estate or interest in the relevant area of the Living Area, to be taken to include a reference to such an underlessee or any person claiming an estate or interest in land through such Living Area Underlessee, or a licensee of the Living Area Underlessee, or any person claiming a licence through such Living Area Underlessee;

(t) reference in this Sublease to a Living Area Licensee or the holder of a Living Area Licence is, where the Living Area Licensee has granted a further licence in the relevant area of the Living Area, to be taken to include a reference to any such sublicensee or any person claiming a licence in land through such a Living Area Licensee; and

(u) this Sublease operates as a deed.

1.3 Transfer of functions

(a) The EDTL acknowledges that the Association may be reconstituted, renamed or replaced and that some or all of the powers, functions or responsibilities of the Association may be transferred to or vested in another entity.

(b) If the Association is reconstituted, renamed or replaced or if some or all of its powers, functions or responsibilities are transferred to or vested in another entity, references in this Sublease to the Association must be deemed to refer, as applicable, to that reconstituted, renamed or new entity to the extent that the entity has assumed or has had transferred to or vested in it those powers, functions or responsibilities.

1.4 Good faith

The Parties must act reasonably and in good faith in performing their respective obligations under this Sublease.

1.5 Survival

In addition to this clause 1, the following clauses survive the expiration or earlier determination of this Sublease: clauses 18, 19, 24, 25, 26, 28 and 29.

Viewed at 12:10:16 on 26/10/2016 by 32GPL.

2. Sublease and reservations

2.1 Condition precedent

(a) This Sublease is conditional upon one of the following conditions being satisfied by 30 September 2009, or such later date as the Parties agree:

(i) at least ten (10) of the Alice Spring Living Areas (including the Living Area) are the subject of a written agreement in the form of a sublease between the registered proprietor of the Alice Springs Living Area and the EDTL, the Commonwealth or the Territory to grant a leasehold interest of the whole of the Alice Springs Living Area to the EDTL, the Commonwealth or the Territory (as the case may be) for a minimum term of 40 years; or

(ii) the Commonwealth Minister has determined in writing that there are appropriate tenure arrangements in place in the Alice Springs Living Areas (or some of them) to facilitate SIHIP investment.

(b) This Sublease commences on the date on which clause 2.1(a) is satisfied.

(c) If clause 2.1(a) is satisfied, the EDTL must give the Association a notice stating that clause 2.1(a) is satisfied and the date on which clause 2.1(a) was satisfied.

(d) This Sublease may be secured by a Non Lapsing Caveat until this Sublease is registered or the time for satisfaction of the condition precedent referred to in clause 2.1(a) (**Condition Precedent**) has expired, whichever occurs first. The Association consents to the lodgement and registration of a Non Lapsing Caveat. If requested by the EDTL, the Association will provide its consent in a Form 93 (an example of which is provided at Annexure 3). If the EDTL lodges a Non Lapsing Caveat and the Condition Precedent is not satisfied within the time required by clause 2.1(a) then the EDTL must, immediately after the time for satisfaction of the Condition Precedent has expired, cause the Non Lapsing Caveat to be removed.

2.2 Grant of Sublease

(a) The Association grants to the EDTL a sublease of the Living Area, subject to and concurrent with any Registered Interests and any Rights of Occupation, commencing on the Commencement Date, for a term of 40 years (**Term**).

(b) The EDTL accepts the grant of a sublease of the Living Area upon these terms and otherwise subject to the provisions of this Sublease.

(c) For the avoidance of doubt, the sublease of the Living Area includes a sublease of all Existing Improvements and Existing Services.

2.3 Reservations

The EDTL acknowledges that the Lease contains reservations to the Territory and that this Sublease is subject to those reservations.

Viewed at 12:10:16 on 26/10/2016 by 32GPL.

3. Mutual agreements and declarations

The Association and the EDTL mutually agree and declare that:

(a) the Association may enter into a sublease pursuant to section 6 of the Special Purposes Leases Act and exercise all the powers of a sublessor under this Sublease; and

(b) the EDTL may enter into a sublease pursuant to section 20C of the Land Rights Act and exercise all the powers of a sublessee under this Sublease including granting Living Area Underleases and Living Area Licences.

4. Implied covenants

The covenants, powers and provisions implied in leases under any relevant legislation are hereby expressly excluded except to the extent that they are expressly embodied in this Sublease or to the extent only that it would be unlawful to exclude any such covenant, power or provision.

5. Sublease Payment

(a) The EDTL must pay the Association $1 if demanded by the Association (**Sublease Payment**).

(b) The EDTL must pay the Sublease Payment within 30 Business Days of receiving notice of a demand by the Association.

6. SIHIP Investment

(a) The Territory must expend ~~$50,000,000~~ $100,000,000 DS R.B under SIHIP inclusive of SIHIP Project Costs on the upgrade and Construction of houses and Infrastructure in the Alice Springs Living Areas within 5 years of the commencement of the first Alice Springs Living Area Sublease. The Parties acknowledge and agree that ~~$50,000,000~~ $100,000,000 inclusive of SIHIP Project Costs represents the entire amount that the Territory must expend pursuant to the Alice Springs Living Area Subleases (including this Sublease), regardless of how many Alice Springs Living Area Subleases are entered into. DS R.B

(b) The expenditure in clause 6(a) is conditional upon the Territory having access arrangements to the Alice Springs Living Areas (whether by way of leases, licences or other arrangements) that are suitable to it, to permit it to carry out the upgrade and Construction of houses and Infrastructure.

(c) Nothing in clause 6(a) requires the Territory to make any expenditure under SIHIP on the upgrade and Construction of houses and Infrastructure in the Living Area.

(d) The Territory must ensure that the SIHIP consultation processes occur in respect of the Alice Springs Living Areas in relation to the expenditure pursuant to clause 6(a).

(e) All upgrades and Construction of houses under SIHIP will be in accordance with the SIHIP Design Guidelines.

Viewed at 12:10:16 on 26/10/2016 by 32GPL.

(f) The Territory must provide a report (**SIHIP Annual Report**) within 6 months of the end of each Sublease Year in which the Territory has expended money under SIHIP on the upgrade and Construction of houses and Infrastructure in the Alice Springs Living Areas in accordance with clause 6(a). The SIHIP Annual Report must include details of expenditure under SIHIP on the upgrade and Construction of houses and Infrastructure in the Alice Springs Living Areas during the previous Sublease Year.

7. Transition from existing arrangements

7.1 Registered Interests

The Parties acknowledge that this Sublease is subject to any Registered Interests.

7.2 Tenants of Housing Authorities

(a) The Parties acknowledge that some natural persons (**Tenants**) were in occupation of land in the Living Area immediately before the Commencement Date under an arrangement or understanding with a Housing Authority. The Parties agree that such persons have the right to continue to occupy and use that land, and the Improvements on it, on the same terms and conditions as at the Commencement Date but subject to the terms of this Sublease (**Tenant's Right of Occupation**).

(b) Subject to the terms of any Housing Management Agreement from time to time, the Parties acknowledge that any money in the nature of rent or licence fees payable to the Housing Authority under or in connection with the Tenant's Right of Occupation is payable to the EDTL from the Commencement Date.

(c) Subject to the terms and conditions of a Tenant's Right of Occupation, the EDTL, or if there is a Housing Management Agreement the Housing Authority, may terminate a Tenant's Right of Occupation provided that the EDTL or Housing Authority (as the case may be) has used their best endeavours to facilitate the grant of a tenancy agreement to the person holding the Tenant's Right of Occupation.

7.3 Services Providers

(a) The Parties acknowledge that some Services Providers were in occupation of land in the Living Area immediately before the Commencement Date. The Parties agree that such Services Providers have the right to continue to occupy and use that land, and the Improvements on it, on the same terms as at the Commencement Date, but subject to the terms of this Sublease (**Services Provider's Right of Occupation**).

(b) The Parties acknowledge that any money in the nature of rent or licence fees payable to the Association under or in connection with the Services Provider's Right of Occupation is payable to the EDTL from the Commencement Date.

(c) The EDTL may give a Services Provider notice that it wishes to formalise their Services Provider's Right of Occupation by the grant of a Living Area Underlease or Living Area Licence.

Viewed at 12:10:16 on 26/10/2016 by 32GPL.

(d) Following the issue of a notice pursuant to clause 7.3(c), the EDTL must use its best endeavours to accommodate the grant of such a Living Area Underlease or Living Area Licence within 6 months.

(e) Unless a Living Area Underlease or Living Area Licence is granted by the EDTL to the Services Provider, or some other agreement is reached with the Services Provider, and provided the EDTL has complied with clauses 7.3(a) to 7.3(d) to the extent reasonably possible, the EDTL may serve the Services Provider with a notice (**Services Provider Termination Notice**) that the Services Provider's Right of Occupation under clause 7.3(a) will terminate on a date to be specified in the Services Provider Termination Notice being not less than 2 months after service of the notice (**Services Provider Termination Date**). The Services Provider Termination Date may be extended by the EDTL by notice. Unless otherwise mutually agreed, the Services Provider's Right of Occupation will terminate at 5:00 pm (Alice Springs time) on the Services Provider Termination Date.

(f) The Parties agree that they will use their best endeavours to negotiate (for a reasonable period of time) an agreement with Services Providers relating to Services, including giving any rights of access and other interests required to facilitate the provision of the Services, as each party considers appropriate. An agreement with a Services Provider may modify, replace or override the terms of a Services Provider's Right of Occupation.

8. Access

8.1 General

(a) The Association and the EDTL undertake that they will do all things reasonably necessary to enable the EDTL to enjoy and exercise its rights, title and interests under this Sublease.

(b) Subject to the terms of this Sublease and any Living Area Underlease or Living Area Licence, the Association and the EDTL undertake that they will do all things reasonably necessary to enable Living Area Underlessees, Living Area Licensees and persons holding Rights of Occupation to enjoy and exercise their rights, title and other interests under their Living Area Underleases, Living Area Licences and Rights of Occupation.

(c) The Association and the EDTL undertake that they will do all things reasonably necessary to enable persons to enter the Living Area to conduct their legitimate business in or on the Living Area, but so that any such access shall not interfere with the enjoyment and exercise of the rights, title and other interests of Living Area Underlessees, Living Area Licensees and persons holding Rights of Occupation.

(d) Without limiting clause 8.1(c), the Association and the EDTL undertake that they will do all things reasonably necessary to enable:

(i) a person to enter the Living Area (at reasonable times) to provide a Community Service in or on the Living Area;

(ii) Tangentyere Council to enter the Living Area (at reasonable times) to complete the initial upgrade works in or on the Living

Viewed at 12:10:16 on 26/10/2016 by 32GPL.

Area in accordance with the funding agreement between Tangentyere Council and Territory Housing dated 5 September 2008;

(iii) a Municipal Services Provider to enter the Living Area (at reasonable times) to provide municipal services in or on the Living Area; and

(iv) a Postal Service Provider to enter the Living Area (at reasonable times) to provide a Postal Service in or on the Living Area,

but so that any such access shall not interfere with the enjoyment and exercise of the rights, title and other interests of Living Area Underlessees, Living Area Licensees and persons holding Rights of Occupation.

8.2 Association's right of access

(a) The Association may so often as it reasonably requires (at reasonable times and on reasonable notice) enter the Living Area to make reasonable investigations as the Association may deem necessary for the purpose of ascertaining whether or not there has been any breach of any of the terms, covenants or conditions expressed or implied in this Sublease.

(b) Nothing in this clause 8.2 permits the Association to enter an individual housing lot unless such entry is in accordance with:

(i) a Law;

(ii) the terms or conditions of the relevant lease, licence, Right of Occupation, statutory occupation right or other occupancy right granted to the tenant for the purpose of residential housing, or

(iii) with the consent of the person who holds the relevant lease, licence, Right of Occupation, statutory occupation right or other occupancy right granted to the tenant for the purpose of residential housing.

9. Improvements

9.1 Existing Improvements

(a) Existing Improvements subject to a Registered Interest will remain subject to the terms of that Registered Interest, for the period of the Registered Interest.

(b) Existing Improvements subject to a Right of Occupation are included in that Right of Occupation, for the period of that Right of Occupation.

(c) Subject to clauses 9.1(a) and 9.1(b), and any other relevant Law, all Existing Improvements are the property of the Association during the Lease, and are the subject of this Sublease.

Viewed at 12:10:16 on 26/10/2016 by 32GPL.

9.2 Maintenance of Existing Improvements

(a) Subject to clause 9.2(b), the EDTL will be under no obligation under this Sublease to maintain, repair or replace any Existing Improvements, or to compensate the Association or any other person for damage to or destruction of Existing Improvements.

(b) If the Lease requires the Association to maintain, repair or replace any Existing Improvements, the EDTL must maintain, repair or replace those Existing Improvements.

(c) The EDTL may alter, remove or demolish the Existing Improvements.

9.3 Works in respect of Existing Improvements

(a) The Association reserves the right to carry out any Works in respect of the Existing Improvements that may be required to comply with any applicable Law, Planning Scheme or Requirement which are not the responsibility of the EDTL or which are the responsibility of the EDTL but with which the EDTL fails to comply.

(b) The Association may exercise its rights under clause 9.3(a):

(i) on giving prior reasonable written notice (except in the case of an emergency when no notice will be required);

(ii) at reasonable times; and

(iii) if reasonably required by the EDTL, accompanied by a person appointed by the EDTL.

(c) The EDTL must pay to the Association on demand charges for all Works carried out by the Association under clause 9.3(a) in circumstances where the EDTL is obliged to carry out the Works under this Sublease but has failed to do so.

(d) This clause 9.3 does not apply to the extent that Works are, or are proposed to be, carried out in respect of Existing Improvements on land that is the subject of a Living Area Underlease to the Association.

9.4 EDTL's Improvements

(a) Subject to the Law, the Planning Scheme and the terms of this Sublease, the EDTL may erect, install, alter, remove, refurbish and demolish EDTL's Improvements and EDTL's Services in, on or under the Living Area provided that any upgrades or Construction of houses are in accordance with the Building Code and have regard to the Environmental Health Standards and the National Indigenous Housing Guide.

(b) During the Term, all EDTL's Improvements and EDTL's Services will remain the property of the EDTL who is responsible for their maintenance, repair and replacement.

9.5 Ownership of Improvements at the end of the Sublease

(a) At the expiry or sooner determination of this Sublease, all Improvements and Services (including EDTL's Improvements and EDTL's Services) will as between the Association and the EDTL, subject to any continuing

Viewed at 12:10:16 on 26/10/2016 by 32GPL.

Registered Interest referred to in clause 9.1(a), any continuing Right of Occupation referred to in clause 9.1(b) and any other relevant continuing right, title or other interest, be the property of the Association in consideration of the sum of $1, if demanded by the EDTL.

(b) Subject to any agreements in writing between the Association and the EDTL, the Association will not be required to further compensate the EDTL for the transfer of the Improvements.

(c) The EDTL undertakes to do all things necessary, including procuring the agreement and cooperation of any Living Area Underlessee or Living Area Licensee, to enable the Association to enjoy and exercise its rights and interests under this clause 9.5.

10. Housing Management Agreements, Living Area Underleases and Living Area Licences

10.1 Housing Management Agreements

(a) The EDTL must use its best endeavours to ensure that there is a Housing Management Agreement to enable a Housing Authority to provide housing services to Aboriginals in the Living Area.

(b) Subject to the provisions of this clause 10, the EDTL may enter into a Housing Management Agreement if the Housing Management Agreement is with:

(i) the Territory or Territory Housing; or

(ii) a Housing Authority other than the Territory or Territory Housing and has been approved by the Territory and it will commence after the third anniversary of this Sublease.

(c) The EDTL must:

(i) include a clause in each Housing Management Agreement which requires the Housing Authority to Consult with the Association in relation to housing and tenancy management policies and procedures (at intervals of not less than every 6 months), as they relate to the Living Area; and

(ii) procure that the relevant Housing Authority complies with its obligations under the Housing Management Agreement including the clause described in clause 10.1(c)(i) above.

10.2 Notification before entering into Housing Management Agreement

(a) The EDTL must notify the public of a proposal to enter into a Housing Management Agreement during the 10th, 20th and 30th years of this Sublease.

(b) Notification under clause 10.2(a) requires the EDTL to place such notice in the local newspaper, a national newspaper and other media as the EDTL considers appropriate in the circumstances to bring the proposed Housing Management Agreement to the attention of Housing Authorities who may wish to enter into a Housing Management Agreement with the EDTL.

Viewed at 12:10:16 on 26/10/2016 by 32GPL.

(c) A Housing Authority with a bona fide interest in entering into a Housing Management Agreement (**Interested Housing Authority**) with the EDTL has 20 Business Days from the date of the notice or such longer time as is specified in the notice to notify the EDTL of that interest.

(d) The EDTL may, in accordance with clause 10.1(b), enter into a Housing Management Agreement with an Interested Housing Authority that has notified the EDTL under clause 10.2(c).

10.3 Grant of Living Area Underlease

(a) Subject to the provisions in this clause 10, the Association acknowledges that the EDTL may grant Living Area Underleases provided that the EDTL ensures that:

(i) if the Living Area Underlease will commence before the third anniversary of this Sublease, it is granted to:

(A) the Territory or Territory Housing;

(B) a Services Provider; or

(C) the Association or the Association's nominee;

(ii) the term of any Living Area Underlease (including any options) does not exceed the balance of the Term then remaining less 1 day;

(iii) subject to clause 26.3, the Living Area Underlease expires automatically upon expiration or early determination of this Sublease;

(iv) the Living Area Underlease is granted in accordance with the requirements of this Sublease; and

(v) each Living Area Underlessee observes and complies with its obligations under its Living Area Underlease.

10.4 Grant of Living Area Underlease of Community Land

The EDTL may grant a Living Area Underlease of the Community Land to the Association.

10.5 Grant of Living Area Underlease of Vacant Land

(a) The Association or the Association's nominee (**Applicant**) may request the EDTL to grant it a Living Area Underlease of Vacant Land in the Living Area.

(b) A request under clause 10.5(a) must include details of:

(i) the proposed use of the Vacant Land;

(ii) the business case for the proposed use of the Vacant Land; and

(iii) how the Applicant will finance the proposed use of the Vacant Land.

Viewed at 12:10:16 on 26/10/2016 by 32GPL.

(c) The EDTL must give reasonable consideration to a request made under clause 10.5(a).

(d) If having considered a request made under clause 10.5(a) the EDTL is satisfied that:

(i) there is a good business case for the proposed use of the Vacant Land;

(ii) the Applicant has sufficient finances for the proposed use of the Vacant Land;

(iii) the Vacant Land is not required for any other purpose; and

(iv) the grant of a Living Area Underlease of the Vacant Land to the Applicant would be appropriate having regard to the objectives set out in paragraph I of the Background,

the EDTL must negotiate in good faith (for a reasonable period of time) for the grant of a Living Area Underlease of the Vacant Land to the Applicant on reasonable terms.

(e) The EDTL must not grant a Living Area Underlease to the Applicant over a Housing Area without the consent of the Territory.

(f) Nothing in this clause 10.5 prevents the EDTL from considering a request for a Living Area Underlease from a person other than the Association or the Association's nominee.

10.6 Grant of Living Area Licence

(a) Subject to the provisions in this clause 10, the Association acknowledges that the EDTL may grant Living Area Licences provided that the EDTL ensures that:

(i) if the Living Area Licence will commence before the third anniversary of this Sublease, it is granted to:

(A) the Territory or Territory Housing;

(B) a Services Provider;

(C) the Association or the Association's nominee;

(ii) the term of any Living Area Licence (including options) does not exceed the balance of the Term then remaining less 1 day;

(iii) subject to clause 26.3, the Living Area Licence expires automatically upon expiration or early determination of this Sublease;

(iv) the Living Area Licence is granted in accordance with the requirements of this Sublease; and

(v) each Living Area Licensee observes and complies with its obligations under its Living Area Licence.

Viewed at 12:10:16 on 26/10/2016 by 32GPL.

10.7 No release of liability

The EDTL acknowledges that the granting of a Living Area Underlease or Living Area Licence pursuant to this clause 10 will not release the EDTL from any of its obligations or liabilities under this Sublease.

10.8 Amendments and termination

The Association may, by written direction to the EDTL, demand that the EDTL amend or terminate any Housing Management Agreement, Living Area Underlease or Living Area Licence not granted in accordance with this Sublease. The EDTL must terminate or amend (as the case may be) any Housing Management Agreement, Living Area Underlease or Living Area Licence not granted in accordance with this Sublease if directed to do so by the Association.

11. Housing Management Tender

(a) The Territory must call for tender for the provision of housing management services in the Subleased Alice Springs Living Areas within 2 years and 6 months of the commencement of the first Alice Springs Living Area Sublease (**Call for Tender**).

(b) The Territory must, in consultation with the Department of Families, Housing, Community Services and Indigenous Affairs of the Commonwealth of Australia, assess any tender received by a person (**Tenderer**) in response to the Call For Tender on the basis of:

(i) the Tenderer's corporate governance;

(ii) the Tenderer's capacity and demonstrated ability to:

(A) provide public housing services;

(B) maintain and repair existing houses;

(C) facilitate the Construction of new houses;

(D) ensure that compliance with the terms and conditions on which public housing services are provided to persons is maximised;

(iii) the Procurement Process; and

(iv) such other matters as the Territory determines are relevant to the provision of public housing.

(c) Subject to clause 11(d), the Territory may enter into a contract for the provision of housing management services in the whole or part of the Subleased Alice Springs Living Areas (**Contract**) with the most appropriate Tenderer having regard to its assessment under clause 11(b). The Contract will provide for the Tenderer to provide housing management services as an independent contractor and if the Tender has PBI Status the Contract must not oblige the Tenderer to pay rates or taxes.

Viewed at 12:10:16 on 26/10/2016 by 32GPL.

(d) If after making an assessment under clause 11(c) the Territory considers that it is not appropriate to enter into a Contract with any Tenderer, the Territory may decide:

(i) not to enter into a Contract with any Tenderer; and

(ii) to conduct a further tender; or

(iii) to provide housing management services in the Subleased Alice Springs Living Areas through Territory Housing or directly itself.

(e) The Territory does not have to comply with this clause 11 to the extent that it is inconsistent with a Procurement Process.

(f) If the Territory has entered into a Contract with a Tenderer pursuant to clause 11(c), the EDTL must negotiate in good faith with the Tenderer (for a reasonable period of time) for the grant of a Housing Management Agreement on reasonable terms in accordance with clause 10.1(b) over the whole or part of the Living Area as the case may be.

(g) The Territory shall not be taken to have complied with this clause 11 unless the Commonwealth Minister has determined, in writing, that the Call For Tender conducted by the Territory was open and competitive.

12. Future housing and Infrastructure needs

(a) The Department of Families, Housing, Community Services and Indigenous Affairs of the Commonwealth of Australia will have regard to the continuing housing and Infrastructure needs in the Alice Springs Living Areas in developing and applying new Australian Government policy in relation to Indigenous housing and Infrastructure, subject to the availability of funding and the housing, Infrastructure and other need elsewhere in Australia.

(b) To inform the Department of Families, Housing, Community Services and Indigenous Affairs of the Commonwealth of Australia's regard to the continuing housing and Infrastructure needs in the Alice Springs Living Areas, the Territory will commission an independent review of housing and Infrastructure needs on a 3 yearly basis. Such a review will include:

(i) details of capital works carried out during the reporting period including detail of the works undertaken and the associated expenditure; and

(ii) identification of outstanding housing and associated Infrastructure needs including the priority of the needs and an estimate of cost based on the market rate at the time of the review.

The 3 yearly report will be made available by the Territory to the Association on request within a reasonable time, subject to any privacy or confidentiality obligations on the Territory.

13. Home ownership

(a) The Parties agree to develop guidelines (**Home Ownership Guidelines**) to enable Aboriginal people to acquire long-term secure tenure in respect

Viewed at 12:10:16 on 26/10/2016 by 32GPL.

of individual houses and the related land area to the extent such arrangements are permitted by the Lease and any applicable Law.

(b) The Parties intend that the Home Ownership Guidelines will provide for the apportionment of any purchase price between the Parties.

14. Rates, Taxes and Charges

14.1 Outgoings

(a) The EDTL must pay on time any Outgoing (or in the Preliminary Sublease Year or Final Sublease Year, the appropriate part of any Outgoing) whether issued against the Association or the EDTL.

(b) Where any Outgoing is issued against the Association, the Association must give the EDTL a copy of the invoice in respect of that Outgoing within 7 Business Days of receiving the invoice.

(c) The EDTL must pay the amounts under this clause 14.1 direct to any Government Agency or other person imposing the charge on time.

(d) The EDTL must give the Association receipts for any Outgoings paid by the EDTL upon request by the Association.

(e) Nothing in this clause 14.1 prevents the EDTL from recovering Outgoings from any Living Area Underlessee or Living Area Licensee, including, if applicable, the Association.

14.2 Charges for Services

(a) The Association is not liable for:

(i) the cost of any Services supplied, metered, consumed or connected to the Living Area except where the Services are for the benefit of the Association; or

(ii) the cost of installing separate meters for any Services capable of being separately metered.

(b) The EDTL must pay on time any amounts charged or levied directly upon the Association relating to the use or supply of Services (except where the Services are for the benefit of the Association) direct to any Government Agency or other person imposing the charge.

(c) Nothing in this clause 14.2 prevents the EDTL from recovering amounts relating to the use or supply of services from any Living Area Underlessee or Living Area Licensee, including, if applicable, the Association.

14.3 Stamp duty

For the avoidance of doubt, the EDTL must pay any stamp duty assessed on this Sublease.

14.4 Association's Administrative costs

The Administrative Costs incurred by the Association will be born by the EDTL.

Viewed at 12:10:16 on 26/10/2016 by 32GPL.

15. Insurance

(a) Subject to clause 15(b), the EDTL will self insure with Comcover during the Term in respect of the following:

(i) the Improvements; and

(ii) public risk in relation to the Living Area.

(b) Nothing in this clause 15 requires the EDTL to self insure with Comcover in respect of any Improvements if the Improvements are the subject of a Housing Management Agreement, Living Area Underlease or Living Area Licence which requires the Housing Authority, Living Area Lessee or Living Area Licensee, as the case may be, to effect and maintain insurance in relation to the Improvements.

16. GST

(a) Subject to this clause 16, all taxes, duties and government charges imposed in Australia or overseas in connection with this Sublease must be borne by the EDTL.

(b) Unless otherwise indicated, all consideration for any supply made under this Sublease is exclusive of any GST imposed on the supply.

(c) Subject to this clause, if one party (**supplier**) makes a taxable supply under this Sublease to another party (**recipient**), any party providing consideration for the supply must pay on demand without setoff an additional amount to the supplier equal to the GST imposed on the supply by reference to the consideration provided by that party.

(d) No party may claim or retain from another party any amount in relation to a supply made under this Sublease for which the first party can obtain an input tax credit or decreasing adjustment.

17. Use of Living Area

17.1 Permitted Use

The EDTL must only use, and permit the use of, the Living Area for any use consistent with the purpose of the Lease and including the development of the Living Area for the benefit of current and future residents (**Permitted Use**). At the Commencement Date the purpose of the Lease is Aboriginal Communal Purposes.

17.2 Compliance with Laws and Planning Scheme

The EDTL must comply with all Laws and any Planning Scheme which affect or relate to the Living Area and the use or occupation of the Living Area and its Improvements regardless of whether the Law or Planning Scheme requires either or both of the EDTL and the Association or any Third Party to take action, except to the extent that such compliance requires the EDTL to undertake structural alterations or additions to the Existing Improvements, unless such structural alterations or additions are occasioned or required by reason of:

(a) the nature of the particular business conducted by the EDTL in the Living Area; or

Viewed at 12:10:16 on 26/10/2016 by 32GPL.

(b) any negligence or default of the EDTL.

17.3 Compliance with Lease

(a) If the Lease restricts or places conditions on any Development, the EDTL must comply with those restrictions and conditions as if they were restrictions or conditions under this Sublease.

(b) If the Lease places any obligations on the Association, the EDTL must comply with those obligations as if they were obligations under this Sublease.

(c) Clause 17.3(b) does not apply to any obligations in the Lease that require the Association to pay rent or other monies except as otherwise expressly provided in this Sublease.

17.4 Compliance with notices

The EDTL must comply with all notices, orders and directions issued or given by a Government Agency which affect or relate to the Living Area or the use or occupation of the Living Area regardless of whether the notice, order or direction is addressed to or requires compliance by either or both of the EDTL and the Association or any Third Party except:

(a) to the extent that the Association is required to comply with any Law; or

(b) to the extent that compliance with the obligation in this clause 17.4 requires the EDTL to undertake structural alterations or additions to the Existing Improvements, unless such structural alterations or additions are occasioned or required by reason of:

(i) the nature of the particular business conducted by the EDTL in or on the Living Area; or

(ii) any negligence or default of the EDTL.

17.5 Notices

A Party which receives a notice, order or direction from a Government Agency which affects or relates to the Living Area or the use or occupation of the Living Area must promptly give a copy of that notice, order or direction to the other Parties.

17.6 Roads

The Parties acknowledge that the general Laws of the Northern Territory, or a local government body of the Northern Territory, in relation to the use of public roads should apply to all roads in the Living Area generally used by the occupants of the Living Area, and will make no objection or claim to compensation if those Laws do apply.

18. EDTL's indemnity

18.1 Risk

The EDTL:

Viewed at 12:10:16 on 26/10/2016 by 32GPL.

(a) uses and occupies the Living Area;

(b) uses the Existing Improvements; and

(c) uses all Services,

at the EDTL's own risk.

18.2 The EDTL indemnifies the Association

(a) Subject to the terms of this Sublease, the EDTL must indemnify and keep indemnified the Association against all actions, claims, losses, demands, damages, liabilities, suits, costs and expenses for which it is liable (including legal costs on a full indemnity basis) resulting from:

(i) any damage or loss of property; and

(ii) the death of or injury to any person,

which is or may be suffered or sustained in the Living Area, whether occupied by the EDTL or not, in circumstances which relate in any way to the use and occupation of the Living Area.

(b) This indemnity will not apply to the extent that the action, claim, loss, demand, damage, liability, suit, cost or expense is caused by a deliberate or negligent act or omission of the Association.

(c) This indemnity will not apply to the extent that any claim, liability, action, suit, demand, cost or expense results from any:

(i) loss of or damage to any property in land within the Living Area;

(ii) death or injury of any person occurring on any part of land within the Living Area;

(iii) failure of any of the Services in, on or under land within the Living Area,

if that land is the subject of a Living Area Underlease to the Association.

18.3 The EDTL releases the Association

(a) The EDTL releases the Association and the Association's Agents to the full extent permitted by Law from all claims, liabilities, actions, suits, demands, costs and expenses of every kind resulting from any:

(i) loss of or damage to any property in the Living Area;

(ii) death or injury of any person occurring on any part of the Living Area;

(iii) act or omission of the Association or the Association's Agents in the Living Area; and

(iv) failure of any of the Services.

(b) The EDTL releases and forever discharges the Association from any and all liability arising from any disruption to the EDTL's use of the Living

Viewed at 12:10:16 on 26/10/2016 by 32GPL.

Area arising from Works undertaken pursuant to clause 9.3 including but not limited to any claim for the Association's breach of the covenant of quiet enjoyment.

(c) This release will not apply to the extent that any claim, liability, action, suit, demand, cost or expense is caused by a deliberate or negligent act or omission of the Association or the Association's Agents.

(d) This release will not apply to the extent that any claim, liability, action, suit, demand, cost or expense results from any:

(i) loss of or damage to any property in land within the Living Area;

(ii) death or injury of any person occurring on any part of land within the Living Area;

(iii) failure of any of the Services in, on or under land within the Living Area,

if that land is the subject of a Living Area Underlease to the Association.

19. Reinstatement

19.1 No obligation to reinstate

Subject to clause 9.2(b), neither the Association or the EDTL has any obligation to reinstate the Living Area if at any time during the Term any part of the Living Area is wholly or partly damaged or destroyed or becomes unfit for, or incapable of use or occupation.

19.2 No right to damages

The EDTL will not have any right, action or claim for loss, damage or compensation against the Association as a result of damage to or destruction of any part of the Living Area except to the extent that the damage or destruction is caused or contributed to by a wilful or negligent act or omission of the Association or the Association's Agents.

20. Consultative Forum

20.1 Establishment of the Consultative Forum

(a) The Parties agree that there will be a Consultative Forum for the Alice Springs Living Area Subleases.

(b) Immediately after the execution of the first Alice Springs Living Area Sublease, the EDTL must establish a Consultative Forum.

(c) The Consultative Forum will comprise a maximum of 6 members, being 1 nominee of the EDTL and 5 nominees of the Alice Springs Living Area Associations.

20.2 Purpose of the Consultative Forum

The purpose of the Consultative Forum is to:

Viewed at 12:10:16 on 26/10/2016 by 32GPL.

(a) facilitate communications and to discuss land use and other issues arising in relation to the performance of Alice Springs Living Area Subleases having regard to the interests of Alice Springs Living Area Associations and other legitimate community interests; and

(b) perform other functions as agreed by the Parties from time to time.

20.3 Association nominees to consult with Living Area residents

The members of the Consultative Forum who are nominees of the Alice Springs Living Area Associations will consult with residents of the Subleased Alice Springs Living Areas in relation to the business of the Consultative Forum.

20.4 Power to bind the Parties

(a) The Consultative Forum does not have the power to bind the Parties to this Sublease.

(b) A member of the Consultative Forum does not have the power to bind the Party who appointed him or her.

20.5 EDTL to consult with the Consultative Forum

(a) The EDTL must Consult with the Consultative Forum in relation to:

(i) the future development of the Subleased Alice Springs Living Areas including the housing and Infrastructure needs of the Subleased Alice Springs Living Areas;

(ii) Housing Management Agreements or Living Area Underleases which the EDTL proposes to grant, other than a Housing Management Agreement to the Territory or Territory Housing that will commence within the first 3 years of this Sublease; and

(iii) material contracts which the EDTL proposes to enter into relating to the Subleased Alice Springs Living Areas.

(b) The EDTL may consult with the Consultative Forum in relation to any other matter related to the administration of this Sublease.

(c) The EDTL must have due regard to any recommendation of the Consultative Forum.

20.6 Conduct of the Consultative Forum

(a) The EDTL must convene:

(i) the first meeting of the Consultative Forum within 6 months of the commencement of the first Alice Springs Living Area Sublease; and

(ii) meetings of the Consultative Forum no less frequently than every 6 months during the Term of this Sublease.

(b) Subject to clause 20.6(a), meetings of the Consultative Forum are to be convened and conducted in accordance with the Consultative Forum Rules prepared in reasonable form by the EDTL and amended from time to time by the Consultative Forum (**Consultative Forum Rules**).

Viewed at 12:10:16 on 26/10/2016 by 32GPL.

(c) The reasonable costs of the Consultative Forum will be borne by the EDTL.

20.7 Annual Statement to Consultative Forum

The EDTL will provide a statement (**EDTL Annual Statement**) to the Consultative Forum within 6 months of the end of each Sublease Year providing details of the EDTL's revenue and expenses in relation to the Subleased Alice Springs Living Areas during the previous Sublease Year.

21. Advisory Housing Forum

21.1 Membership of the Advisory Housing Forum

(a) The Parties agree that there will be an Advisory Housing Forum for the Alice Springs Living Area Subleases.

(b) The Advisory Housing Forum will comprise 3 members, being 1 nominee of the Commonwealth of Australia, 1 nominee of the Territory and 1 nominee of Tangentyere Council.

21.2 Purpose of the Advisory Housing Forum

The purpose of the Advisory Housing Forum is to facilitate communications between the Commonwealth of Australia, the Territory and Tangentyere Council in relation to tenancy management issues in the Subleased Alice Springs Living Areas.

21.3 Power to bind the Parties

(a) The Advisory Housing Forum does not have the power to bind the Parties to this Sublease.

(b) A member of the Advisory Housing Forum does not have the power to bind the Party who appointed him or her.

21.4 Advisory Housing Forum Meetings

(a) The Advisory Housing Forum will meet quarterly.

(b) Meetings of the Advisory Housing Forum are to be convened and conducted in accordance with the rules (if any) determined by the Advisory Housing Forum from time to time.

22. Association's obligations

22.1 Quiet enjoyment

If the EDTL pays the Sublease Payment (if demanded) and otherwise complies with the terms of this Sublease, the EDTL may, subject to any Registered Interest, peaceably hold and quietly enjoy the Living Area during the Term without disturbance or interruption from or by the Association or any other person or persons claiming under the Association during the Term.

Viewed at 12:10:16 on 26/10/2016 by 32GPL.

22.2 Produce certificates

The Association will promptly produce all necessary certificates as to title upon demand by the EDTL to facilitate the registration of this Sublease, any Housing Management Agreement, any Living Area Underlease and any Living Area Licence granted by the EDTL or any transfer, variation, mortgage, underlease, surrender or other dealing with or involving a Housing Management Agreement, Living Area Underlease or Living Area Licence.

23. Sublease ends if Lease ends

This Sublease will automatically end if the Lease ends for any reason. If this Sublease ends under this clause, this does not affect rights that arise before, or because of, the ending of this Sublease.

24. Default

24.1 Occurrence of Default Event

(a) If a Default Event occurs the Association may give the Defaulting Party a notice in writing:

(i) specifying that a Default Event has occurred;

(ii) setting out reasonable details of the event or circumstance constituting the Default Event; and

(iii) in the case of a Default Event other than a Financial Default, specifying the Cure Period.

(b) If the Defaulting Party is the Territory, the Association must give the EDTL a copy of the Default Notice within 5 Business Days of providing the Default Notice to the Territory.

24.2 Financial Default

(a) If the EDTL commits a Financial Default and fails to remedy the breach within 40 Business Days after receiving the Default Notice, the Association may terminate this Sublease 40 Business Days after giving written notice of intention to terminate to the EDTL subject to clause 24.2(b).

(b) The Association may not give written notice of intention to terminate to the EDTL until it has exhausted the procedures in clause 28.

24.3 Remedies for other Default Events

(a) If a Defaulting Party commits a Default Event, other than a Financial Default, then within 20 Business Days of receipt of the Default Notice, the Defaulting Party must provide to the Association a Cure Plan in respect of that Default Event. The Association must not unreasonably refuse a request by the Defaulting Party for an extension of time to prepare the Cure Plan.

(b) Following receipt of a Default Notice, the Defaulting Party will be permitted to cure the Default Event within the Cure Period and, if applicable, in accordance with the Cure Plan.

Viewed at 12:10:16 on 26/10/2016 by 32GPL.

(c) If the Defaulting Party requires an extension to the Cure Period it may, not later than the expiration of the current Cure Period, provide to the Association:

(i) a revised Cure Plan; and

(ii) evidence that:

(A) the Defaulting Party has diligently pursued and is continuing to diligently pursue a feasible and practicable programme of rectification; and

(B) the Default Event cannot be (or could not have been), with reasonable diligence, cured within the current Cure Period.

(d) The Association must not unreasonably refuse to grant an extension of the Cure Period.

(e) If the Defaulting Party commits a Default Event in relation to the Living Area and the Default Event is not cured within the Cure Period then the Defaulting Party commits a Termination Event.

(f) The provisions of this clause 24.3 do not limit or reduce the rights of the Association to claim damages for breach of this Sublease.

24.4 Remedies for Termination Event

(a) If a Termination Event occurs, then the Association will be entitled to:

(i) terminate this Sublease 40 Business Days after service of written notice of intention to terminate to the EDTL, subject to clause 24.2(b); and

(ii) exercise all legal and equitable rights and remedies available to the Association (whether under this Sublease or otherwise).

(b) The Association may not give written notice of intention to terminate to the EDTL until it has exhausted the procedures in clause 28.

24.5 Waiver

If this Sublease, or the EDTL's right to occupy the Living Area is terminated for any reason, the EDTL waives any rights it might otherwise have to pursue a claim of restitution of any kind including, without limitation, a claim of unjust enrichment.

24.6 Consequences of termination

Upon termination of this Sublease, or the EDTL's right to occupy the Living Area (whether through default or expiry or otherwise), the rights and obligations of the Parties will cease except for:

(a) any obligations arising or rights accrued as a result of an existing breach of this Sublease; and

(b) any obligations which are expressed to continue in accordance with the terms of this Sublease.

Viewed at 12:10:16 on 26/10/2016 by 32GPL.

25. Overholding

If the EDTL remains in occupation of the Living Area without objection by the Association following the expiration or earlier determination of this Sublease, then:

(a) the EDTL will be deemed to be a biannual tenant upon the same terms and conditions as are contained in this Sublease so far as they are applicable to such a tenancy; and

(b) such a tenancy will be determinable by either Party on 6 month's prior written notice.

26. Obligations on expiration or termination

26.1 Return of Living Area

The EDTL must return the Living Area to the Association at the expiration, surrender or earlier determination of the EDTL's occupancy of the Living Area in a condition consistent with its obligations under this Sublease.

26.2 Novation of agreements

(a) Subject to clause 26.3, upon the expiration or earlier determination of this Sublease the EDTL must, upon the request of the Association, use all reasonable endeavours to novate or assign to the Association or the Association's nominee without payment:

(i) any service or maintenance agreement relating to the Living Area, Improvements or Services (or any part of it) or the benefit of any such agreement; and

(ii) any other agreement solely relating to the Living Area (or any part of it) or the benefit of any such agreement.

(b) Nothing in this clause 26.2 requires the Association to request the novation or assignment of any agreement.

26.3 Novation of Housing Management Agreements, Living Area Underleases and Living Area Licences

Prior to or upon the early determination of this Sublease:

(a) the EDTL must use all reasonable endeavours to novate or assign all Housing Management Agreements, Living Area Underleases and Living Area Licences to the Association; and

(b) the Association must use all reasonable endeavours to enable the EDTL to novate or assign all Housing Management Agreements, Living Area Underleases and Living Area Licences to the Association.

27. Renewal

27.1 Renewal of Sublease

The Parties agree to negotiate in good faith for the renewal of this Sublease not later than 20 years before the end of the Term.

Viewed at 12:10:16 on 26/10/2016 by 32GPL.

28. Dispute resolution

28.1 Procedure to resolve disputes

(a) If there is a dispute between the Parties relating to or arising out of this Sublease, the Parties must use reasonable endeavours acting in good faith to settle the dispute as soon as practicable.

(b) If a dispute relating to or arising under this Sublease is not resolved within 25 Business Days (or such longer period as agreed between the Parties) after notice by one Party to the other of the nature of the dispute, the Parties will submit the matter to mediation on the following terms:

(i) the mediator will be chosen by the Parties within 10 Business Days (or such longer period agreed between the Parties) and appointed within a further 5 Business Days (or such longer period agreed between the Parties);

(ii) in the absence of agreement by the Parties as to the mediator, either Party may apply to the President of LEADR to appoint a mediator who must be appointed within 10 Business Days (or such longer period agreed between the Parties) of the application;

(iii) the Parties must endeavour to procure that a mediator appointed under subparagraph 28.1(b)(i) or 28.1(b)(ii):

(A) assists the Parties to reach a resolution of the dispute by agreement;

(B) acts impartially and ensures that each Party has a clear understanding of the other Party's points of view to enable proposals to be formulated for settlement of the dispute;

(C) does not make his or her personal or professional views known to the Parties or give any professional advice to a Party;

(D) is entitled to terminate the mediation if, after consultation with the Parties, the mediator forms the view that the mediation process is exhausted; and

(E) does not impose a solution on the Parties and any suggestion made during the course of the mediation by the mediator will not be binding on a Party;

(iv) each Party may appoint a person, including a legally qualified person, to represent it or assist it in the mediation;

(v) each Party will bear its own costs relating to the preparation for and attendance at the mediation;

(vi) the costs of the mediator will be borne equally between the Parties; and

(vii) the mediation process will cease if the dispute has not been settled within 20 Business Days of the mediator being appointed, or such longer time as may be agreed by the Parties.

Viewed at 12:10:16 on 26/10/2016 by 32GPL.

(c) A Party may not commence court proceedings in relation to a dispute arising in connection with this Sublease until it has exhausted the procedures in this clause 28 unless the Party seeks appropriate injunctive or other interlocutory relief to preserve property or rights or to avoid losses that are not compensable in damages.

28.2 Continue to perform

Notwithstanding the existence of a dispute, each Party must continue to perform its obligations under this Sublease.

29. General

29.1 Amendments

The Parties may from time to time by agreement in writing, amend or vary the provisions of this Sublease.

29.2 Nature of obligations

(a) Any provision in this Sublease which binds more than one person binds all of those persons jointly and each of them severally.

(b) Each obligation imposed on a Party by this Sublease in favour of another is a separate obligation.

29.3 Entire understanding

(a) This Sublease contains the entire understanding between the Parties concerning the subject matter of the Sublease and supersedes all prior communications between the Parties.

(b) Each Party acknowledges that, except as expressly stated in this Sublease, that Party has not relied on any representation, warranty or undertaking of any kind made by or on behalf of the other Party in relation to the subject matter of this Sublease.

29.4 No adverse construction

This Sublease is not to be construed to the disadvantage of a Party because that Party was responsible for its preparation.

29.5 Further assurances

A Party, at its own expense and within a reasonable time of being requested by another Party to do so, must do all things and execute all documents that are reasonably necessary to give full effect to this Sublease.

29.6 No waiver

(a) A failure, delay, relaxation or indulgence by a Party in exercising any power or right conferred on the Party by this Sublease does not operate as a waiver of the power or right.

(b) A single or partial exercise of the power or right does not preclude a further exercise of it or the exercise of any other power or right under this Sublease.

Viewed at 12:10:16 on 26/10/2016 by 32GPL.

(c) A waiver of a breach does not operate as a waiver of any other breach.

29.7 Severability

If any provision of this Sublease is void, voidable by any party, unenforceable or illegal, it shall be read down so as to be valid and enforceable or if it can not be so read down, the provision (or where possible the offending words), shall be severed from this Sublease without affecting the validity, legality or enforceability of the remaining provisions (or parts of those provisions) of this Sublease which will continue in full force and effect.

29.8 Successors and assigns

This Sublease binds and benefits the Parties and their respective successors and permitted assigns under clause 29.9.

29.9 No assignment without consent of other Parties

(a) A Party cannot assign or otherwise transfer the benefit of this Sublease without the prior written consent of each other Party.

(b) An assignment or transfer of the benefit of this Sublease without the prior written consent of each other Party is invalid.

29.10 Consents and approvals

Where anything depends on the consent or approval of a Party then, unless this Sublease provides otherwise, that consent or approval may be given conditionally or unconditionally or withheld, in the absolute discretion of that Party.

29.11 Costs

Each Party must pay its own legal costs of and incidental to the preparation and completion of this Sublease.

29.12 Governing law and jurisdiction

(a) This Sublease is governed by and must be construed in accordance with the laws in force in the Northern Territory.

(b) The Parties submit to the exclusive jurisdiction of the courts of that Territory and the Commonwealth of Australia in respect of all matters arising out of or relating to this Sublease, its performance or subject matter.

29.13 Notices

Any notice or other communication to or by a Party under this Sublease:

(a) may be given by personal service, pre-paid registered post or facsimile;

(b) must be in writing, legible and in English addressed (depending on the manner in which it is given) as set out in Item 3 of the Schedule or to any other address last notified by the Party to the sender by notice given in accordance with this clause;

Viewed at 12:10:16 on 26/10/2016 by 32GPL.

(c) in the case of a corporation, must be signed by an officer or authorised representative of the sender or in accordance with section 127 of the Corporations Act or section 99-5 of the CATSI Act; and

(d) is deemed to be given by the sender and received by the addressee:

(i) if delivered in person, when delivered to the addressee;

(ii) if posted, 2 Business Days (or 6 Business Days, if posted outside Australia) after the date of posting to the addressee whether delivered or not; or

(iii) if sent by facsimile transmission, on the date and time shown on the transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety and in legible form to the facsimile number of the addressee notified for the purposes of this clause,

but if the delivery or receipt is on a day which is not a Business Day or is after 4.00 pm (addressee's time), it is deemed to have been received at 9.00 am on the next Business Day.

29.14 Counterparts

If this Sublease consists of a number of signed counterparts, each is an original and all of the counterparts together constitute the same document.

29.15 Conflicting provisions

If there is any conflict between the main body of this Sublease and any schedules or annexures comprising it, then the provisions of the main body of this Sublease prevail.

29.16 Non merger

A term or condition of, or act done in connection with, this Sublease does not operate as a merger of any of the rights or remedies of the Parties under this Sublease and those rights and remedies continue unchanged.

29.17 Operation of indemnities

Unless this Sublease expressly provides otherwise:

(a) each indemnity in this Sublease survives the expiry or termination of this Sublease; and

(b) a Party may recover a payment under an indemnity in this Sublease before it makes the payment in respect of which the indemnity is given.

29.18 No right of set-off

Unless this Sublease expressly provides otherwise, a Party has no right of set-off against a payment due to another Party.

29.19 Payment of interest

Any provision expressed or implied in this Sublease obliging the EDTL to pay interest on any moneys including the Sublease Payment has no effect.

Viewed at 12:10:16 on 26/10/2016 by 32GPL.

29.20 Relationship of Parties

Unless this Sublease expressly provides otherwise, nothing in this Sublease may be construed as creating a relationship of partnership, of principal and agent or of trustee and beneficiary.

Viewed at 12:10:16 on 26/10/2016 by 32GPL.

Schedule - Sublease particulars

Item:		Particulars:
1.	**Living Area** (clause 1.1)	The whole of the land described in Certificate of Title Volume 622 Folio 183 being Lots 1733, 3702 and 3704 Town of Alice Springs on plan S72/098 a copy of which is attached at Annexure 1.
2.	**Commencement Date** (clause 1.1)	The date on which clause 2.1(a) is satisfied, being 3 December 2009
3.	**Notices** (clause 29.13)	If to the Association: Anthelk-Ewlpaye Association Incorporated PO Box 8070 Alice Springs NT 0871
		If to the EDTL: The Executive Director of Township Leasing Centraplaza 16 Bowes Street WODEN ACT 2606 Facsimile: (02) 6121 4150
		If to the Territory: Executive Director Projects and Key Initiatives Territory Housing, Department of Local Government and Housing GPO Box 4621 Darwin NT 0801 Ph: (08) 8999 8426

Viewed at 12:10:16 on 26/10/2016 by 32GPL.

	If to Territory Housing: Executive Director Projects and Key Initiatives Territory Housing, Department of Local Government and Housing GPO Box 4621 Darwin NT 0801 Ph: (08) 8999 8426
4. **Community Land** (clause 1.1)	That part of the Living Area indicatively cross-hatched on the plans at Annexure 4 being the areas marked "Lot 9534(A)", "Lot 9539(A)", "Lot 9549(A)", "Lot 9553(A)", "Lot 9558(A)", "Lot 9559(A)" and "Lot 9567(A)".

Viewed at 12:10:16 on 26/10/2016 by 32GPL.

Executed as a deed.

Executed by **Anthelk-Ewlpaye Association Incorporated** in accordance with its constitution by:

Dean Smith
Signature

DEAN SMITH
Print Name

PRESIDENT
Position

Renelle Blue
Signature

RENELLE BLUE
Print Name

COMMITTEE MEMBER
Position

ANTHELK-EWLPAYE ASSOCIATION INC. COMMON SEAL

Signature

Print Name

Position

Signature

Print Name

Position

31.07.2009
Date

Viewed at 12:10:16 on 26/10/2016 by 32GPL.

Executed by the **Executive Director of Township Leasing** for and on behalf of the Commonwealth of Australia in the presence of:)

Signature of qualified witness

Signature of Executive Director of Township Leasing

Kym Lockley

Name of qualified witness (please print)

PAT WATSON

Name (please print)

Solicitor

Qualification

Phone: (02) 6121 4223

Address: L3, 16 Bowes St

Woden ACT

Contact details of qualified witness

3/12/2009

Date

Viewed at 12:10:16 on 26/10/2016 by 32GPL.

SIGNED by DAVID RITCHIE for and on behalf of the NORTHERN TERRITORY OF AUSTRALIA pursuant to a delegation under the *Contracts Act* in the presence of:

.....
Witness

Jackie Antoun
Print name

A Practitioner of the Supreme Cour
of the Northern Territory of Australi
68 The Esplanade, Darwin NT
Ph: (08) 8935 7809
Position

.....
Signature

David John Ritchie
Chief Executive
Print name

3 DEC 2009
.....
Date

The common seal of the Chief Executive Officer (Housing) was affixed in the presence of:

.....
Witness

Jackie Antoun
Print name

A Practitioner of the Supreme Court
of the Northern Territory of Australia
68 The Esplanade, Darwin NT
Ph: (08) 8935 7809
Position

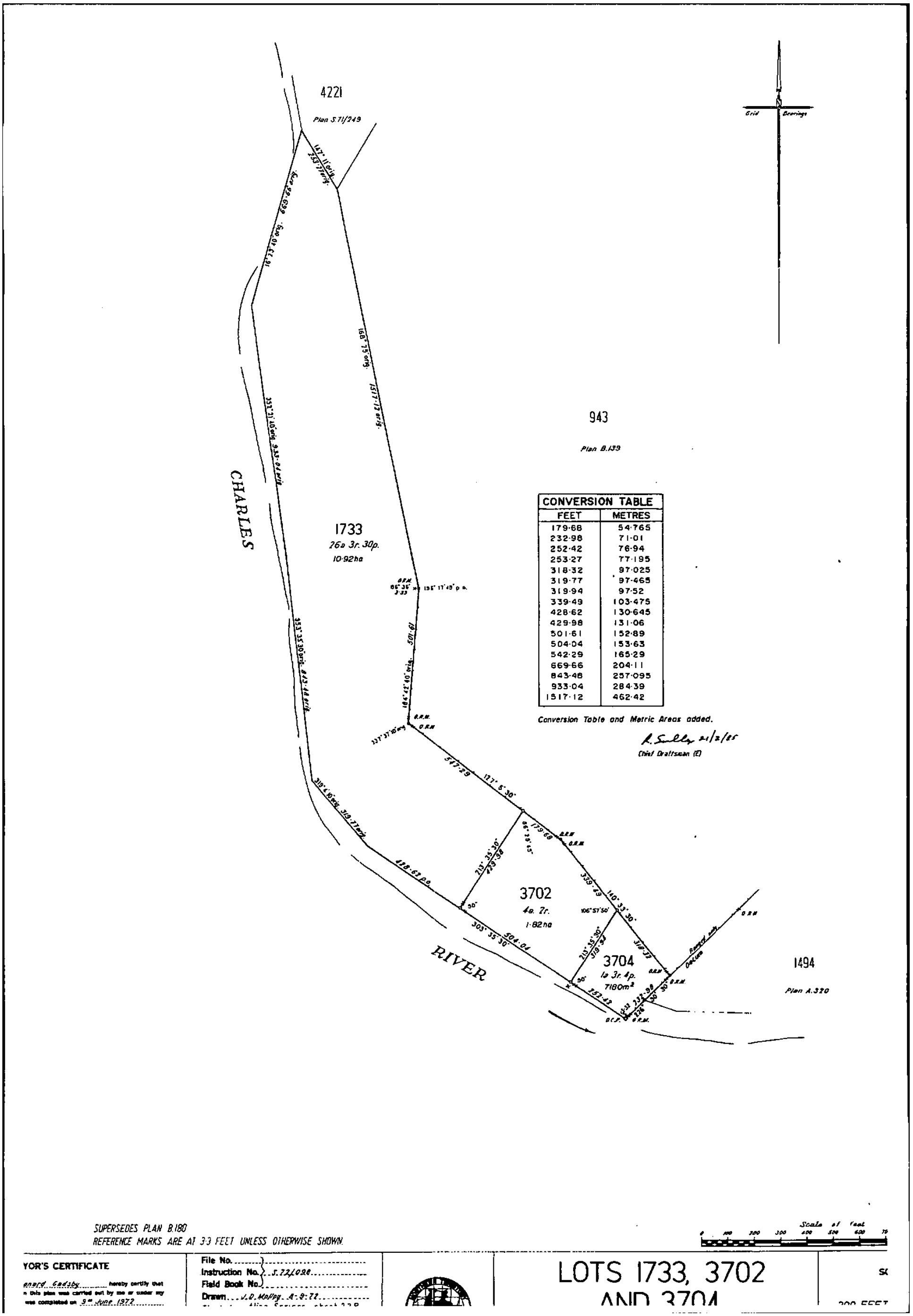
.....
Chief Executive Officer (Housing)

David John Ritchie
Chief Executive
Print name

3 DEC 2009
.....
Date

Viewed at 12:10:16 on 26/10/2016 by 32GPL.

Annexure 1 - Living Area


4221
Plan S.71/249
147° 11' 01"
253·77m
Acres 42.639
Bore 40' S.E.
168° 15' 01"
1517·17 m.
943
Plan B.139
Grid
Bearings
CHARLES
1733
26a 3r. 30p.
10·92ha
95° 35'
3·33
135° 17' 45" p.m.
501·61
164° 42' 40" grid.
237° 37' 10" grid.
317·29
137° 5' 30"
179·68
65° 35' 45"
339·29
140° 33' 30"
106° 57' 50"
319·77
Record only
Datum
CONVERSION TABLE
FEET | METRES
179·68 | 54·765
232·98 | 71·01
252·42 | 76·94
253·27 | 77·195
318·32 | 97·025
319·77 | 97·465
319·94 | 97·52
339·49 | 103·475
428·62 | 130·645
429·98 | 131·06
501·61 | 152·89
504·04 | 153·63
542·29 | 165·29
669·66 | 204·11
843·48 | 257·095
933·04 | 284·39
1517·12 | 462·42
Conversion Table and Metric Areas added.
R. Sully 21/2/85
Chief Draftsman (E)
319° 4' 10" grid 319·77 m.
428·62 p.o.
215° 35' 30"
253·38
3702
4a. 2r.
1·82ha
50°
305° 35' 30"
504·04
215° 35' 30"
319·94
3704
1a 3r. 4p.
718Om²
50°
252·42
1494
Plan A.320
RIVER
SUPERSEDES PLAN B.180
REFERENCE MARKS ARE AT 33 FEET UNLESS OTHERWISE SHOWN.
Scale of Feet
0 100 200 300 400 500 600 70
YOR'S CERTIFICATE
hereby certify that
n this plan was carried out by me or under my
was completed on 9th June 1972
File No.
Instruction No. S.72/028
Field Book No.
Drawn J.D. McVey A:9:72
LOTS 1733, 3702
AND 3704
SC
200 FEET

Annexure 2 - Form 78 Non Lapsing Caveat

Intentionally Blank

Form 78 Section 138

Land Title Act
REGISTRAR-GENERAL'S DIRECTIONS

NORTHERN TERRITORY OF AUSTRALIA

X **No:**

IMPORTANT NOTICE

Please Note Privacy Statement Overleaf

NON LAPSING CAVEAT

The caveator claims the estate or interest specified in the land described on the grounds set out and forbids the registration of any dealing affecting that estate or interest to the extent of the prohibition as specified during the period in which the caveat remains in force. (NOTES 1-5)

Register	Volume	Folio	Location	Lot Description	Plan	Unit

(NOTE 6)

CAVEATOR (PERSON LODGING CAVEAT)	Name: Address for the service of Notices:	(NOTE 7)
ESTATE OR INTEREST CLAIMED		(NOTE 8)
GROUNDS OF CLAIM		(NOTE 9)
REGISTERED INTERESTS AFFECTED EXTENT OF PROHIBITION	Instrument No: Absolutely	(NOTE 10)
OWNERS	Name: Address:	(NOTE 11)
OTHER PARTIES	Name: Address:	(NOTE 12)

BASIS OF LODGEMENT (tick one)	BY REGISTERED OWNER	WITH THE CONSENT OF THE REGISTERED OWNER	COPY OF COURT ORDER DEPOSITED	OTHER THAN PURSUANT TO PART 7 DIVISION 2 OF THE *LAND TITLES ACT.*
	☐	☐	☐	☐

(NOTE 13)

.....
SIGNED by the Caveator
on (Date) .....
In the presence of:
.....
Qualified Witness:
.....

.....

(NOTES 14 & 15)

Registered on ..... At .....

Office use only.

Notices sent to registered proprietors

On ..... / ..... / 20.....

Registered Mail No: .....

Notices sent to registered proprietors

On ..... / ..... / 20.....

Registered Mail No: .....

Notices sent to registered proprietors

On ..... / ..... / 20.....

Registered Mail No: .....

Notices sent to registered proprietors

On ..... / ..... / 20.....

Registered Mail No: .....

SCHEDULE OF NOTES

1. Caveats remain in effect for the periods specified in Part 7 Division 2 of the *Land Title Act*. For Non Lapsing of Caveats refer Section 142 of the *Land Title Act*. This form may be used only if one of the circumstances set out in section 142(1) (a) to (e) of the *Land Title Act* exists.
2. A caveat prevents registration of another instrument affecting the lot over which the caveat is lodged from the date and time endorsed by the Registrar-General on the caveat as the caveat's date and time of lodgement.
3. A caveat may be lodged as an original only and must be typed or completed in ink or biro. Alterations to information entered on the form should be crossed out (not erased or obliterated by painting over) and initialled by the parties.
4. All signatures must be in ink or biro.
5. If there is insufficient space in any panel use the space above or an annexure sheet (Form 95).
6. Volume and Folio references must be given together with complete parcel description. The certificate as to title need not be produced. If the caveat affects part only of the land in a title the description should also be given. Any necessary diagram should be endorsed above or on an annexure sheet (Form 95) or a survey plan deposited with the Surveyor-General may be referred to.
7. Insert full name and an address for the service of notices. The address can be a postal address.
8. Specify the estate or interest claimed eg. "an estate in fee simple in the land", "an interest as mortgagee in the land". Where the interest claimed is the interest of only one of several registered owners this fact should be set out here. The interest must be an interest in the land.
9. Specify the grounds on which the interest is claimed.

   eg. "as purchaser under a contract of sale from A.B. dated....."
   "as mortgagee under an instrument of mortgage from A.B. dated....."
10. Where the caveat only affects one or some of the registered interest specify the registered interest eg lease. Caveats can be lodged so as not to absolutely prohibit dealings with the land or interest. If this is the case delete "absolutely" and specify the conditions under which registration may be effected. eg "except a mortgage to .....".
11. Insert Owners current address for the Service of Notices.
12. The Registrar-General must give written notice of lodgement of a caveat to each person whose interest or whose right to registration of an instrument is affected by the caveat. Insert name and address for the Service of Notices of anyone else having the right to deal with the lot affected by the caveat
13. You must tick one of these boxes. If you are unable to, the caveat subject to section 142 of the *Land Title Act* is a lapsing caveat and form 79 must be used. If you are claiming that the caveat is lodged with the consent of the registered owner evidence of the written consent is required either as a separate consent (Form 93) or other evidence of that consent must be produced.
14. The caveat may be signed by the caveator or by an agent of the caveator.
15. Persons who may witness this document are a Commissioner for Oaths, a member of the Legislative Assembly, a legal practitioner within the meaning of the *Legal Practitioners Act*, a person holding office under the *Supreme Court Act*, the *Justices Act*, the *Local Court Act* or the *Registration Act*, a member of the Police Force, a person licensed as a conveyancing agent or real estate agent under the *Agents Licensing Act*, a Notary Public and any other person approved by the Registrar-General.

    A witness to an instrument executed by an individual must first:

    - take reasonable steps to ensure that the individual is the person entitled to sign the instrument;
    - have the individual execute the document in the presence of the witness;
    - not be a party to the instrument; and
    - if witnessing more than one signature, clearly state that he/she has witnessed more than one signature. (ie I have witnessed the two signatures appearing above).

    After signing, witnesses must legibly write, type or stamp their names and contact address or telephone number below their signature.

    For a corporation, an instrument must be executed in a way permitted by law or sealed with the corporation's seal in accordance with the *Law of Property Act*, Section 48.

    For witnessing of instruments executed outside the Northern Territory refer to Schedule 1 of the *Land Title Act* and the Registrar-General's Direction.

PRIVACY STATEMENT – LAND REGISTER FORMS

The Registrar-General's Office is authorised by the Land Title Act to collect the information on this form for the establishment and maintenance of the Land Register, which is made available for search by any person, anywhere, including through the Internet, upon payment of a fee. The information is regularly provided to other NT Government agencies, the Australian Valuation Office, local governments, the Australian Bureau of Statistics, the Australian Taxation Office or other Commonwealth Agencies as required or authorised by law, and some private sector organisations for conveyancing, local government, valuation, statistical, administrative and other purposes. The Department of Planning and Infrastructure also uses the information to prepare and sell or licence property sales reports to commercial organisations concerned with the development, sale or marketing of property.

Failure to provide the information in full or in part may prevent your application or transaction being completed.

Your personal information provided on this form can be subsequently accessed by you on request. If you have any queries please contact the Deputy Registrar-General on 8999 5318.

Viewed at 12:10:16 on 26/10/2016 by 32GPL.

Annexure 3 - Form 93 General Consent

Viewed at 12:10:16 on 26/10/2016 by 32GPL.

Intentionally Blank

Form 93

Land Title Act
REGISTRAR-GENERAL'S DIRECTIONS

NORTHERN TERRITORY OF AUSTRALIA

G	C	No:

IMPORTANT NOTICE

Please Note Privacy Statement Overleaf

GENERAL CONSENT

Register	Volume	Folio	Location	Lot Description	Plan	Unit

(NOTE 1 – 2)

INSTRUMENT BEING CONSENTED TO (Item 1)	Instrument Type: Dated: Names of Parties:	(NOTE 3)
INSTRUMENT UNDER WHICH CONSENT REQUIRED (Item 2)	Dealing Type: Dealing No: Name of consenting party:	(NOTE 4)
EXECUTION BY CONSENTING PARTY	The party identified in item 2 consents to the registration of the instrument identified in item 1 in respect of the above land.	(NOTE 5)

.....	.....
Signed by the Consenting Party	Signed by the Consenting Party
(Date)	(Date) .....
In the presence of:	In the presence of:
.....	.....
Qualified Witness:	Qualified Witness:
.....	.....
.....	.....

(NOTE 6)

Registered on ..... At .....

SCHEDULE OF NOTES

1. This General Consent form is lodged as an original only and must be typed or completed in ink or biro. Alterations to information entered on the form should be crossed out (not erased or obliterated by painting over) and initialled by the parties.
2. Volume and Folio references must be given together with parcel description.
3. Insert Instrument type and number, date and name of parties of the instrument being consented to.
4. Insert dealing type, number and name of consenting party.
5. This is the consenting clause.
6. Persons who may witness this document are a Commissioner for Oaths, a member of the Legislative Assembly, a legal practitioner within the meaning of the *Legal Practitioners Act*, a person holding office under the *Supreme Court Act*, the *Justices Act*, the *Local Court Act* or the *Registration Act*, a member of the Police Force, a person licensed as a conveyancing agent or real estate agent under the *Agents Licensing Act*, a Notary Public and any other person approved by the Registrar-General.

   A witness to an instrument executed by an individual must first:

   - take reasonable steps to ensure that the individual is the person entitled to sign the instrument;
   - have the individual execute the document in the presence of the witness;
   - not be a party to the instrument; and
   - if witnessing more than one signature, clearly state that he/she has witnessed more than one signature. (ie I have witnessed the two signatures appearing above).

   After signing, witnesses must legibly write, type or stamp their names and contact address or telephone number below their signature.

   For a corporation, an instrument must be executed in a way permitted by law or sealed with the corporation's seal in accordance with the *Law of Property Act*, Section 48.

   For witnessing of instruments executed outside the Northern Territory refer to Schedule 1 of the *Land Title Act* and the Registrar-General's Direction.

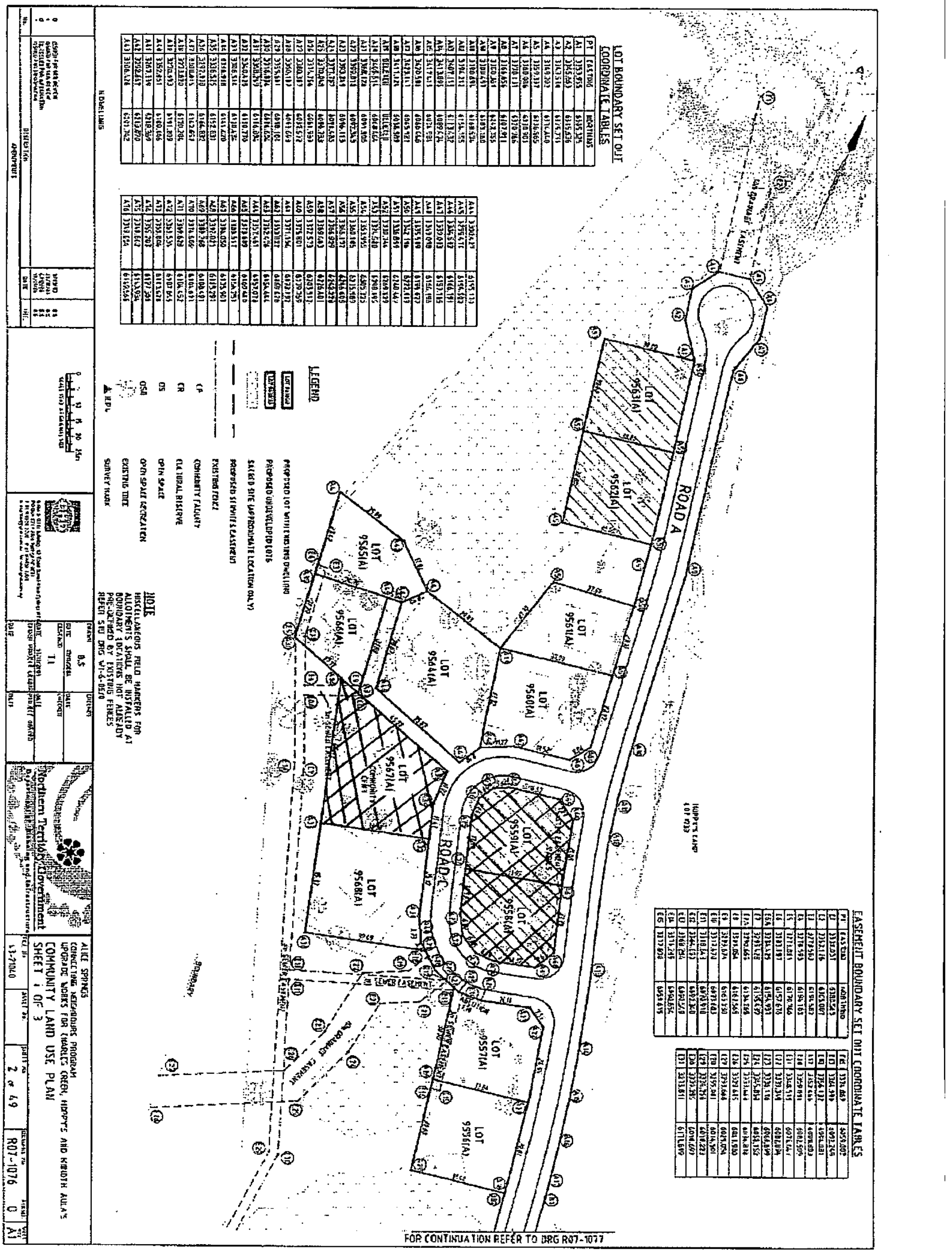
PRIVACY STATEMENT – LAND REGISTER FORMS

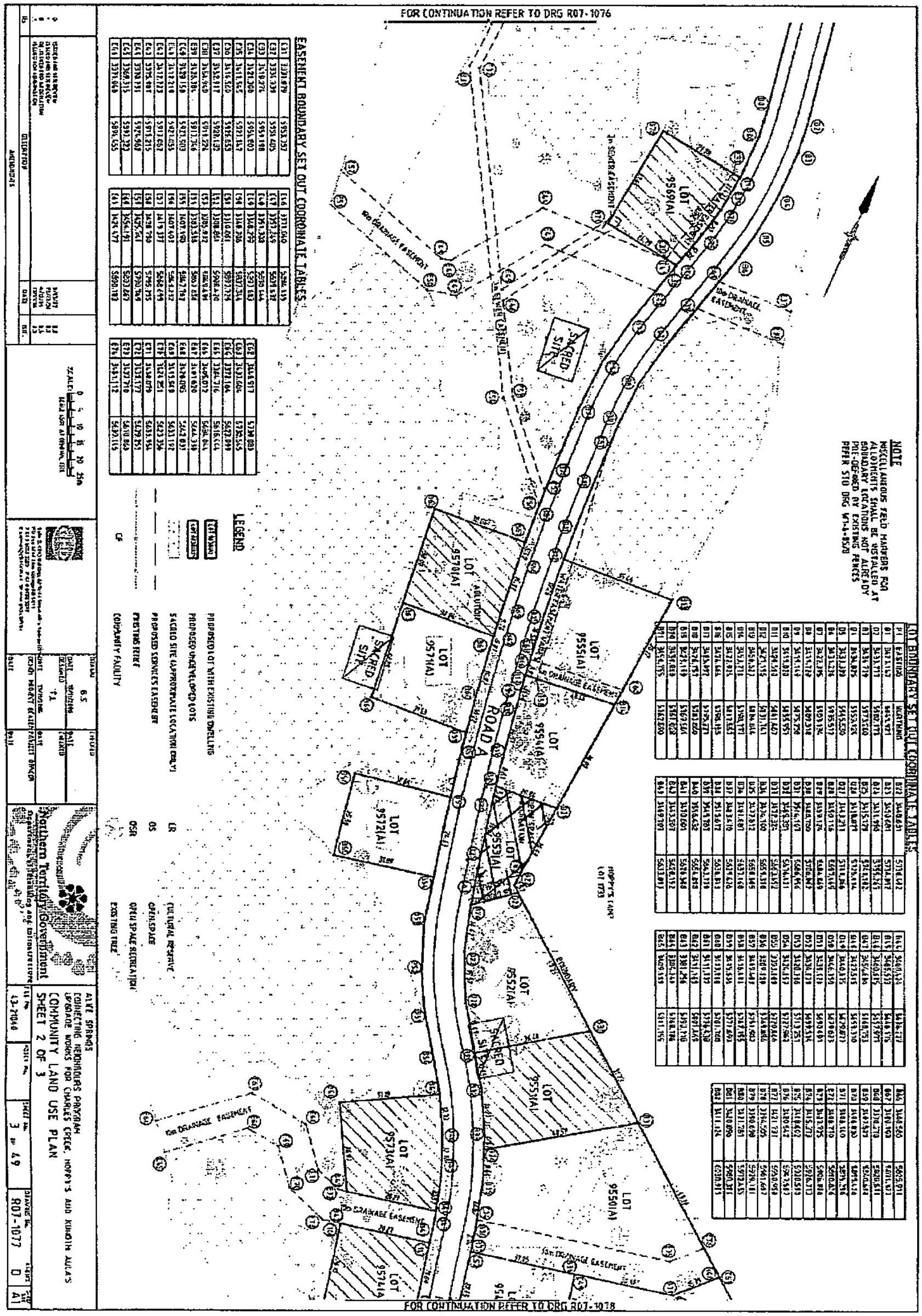
The Registrar-General's Office is authorised by the Land Title Act to collect the information on this form for the establishment and maintenance of the Land Register, which is made available for search by any person, anywhere, including through the Internet, upon payment of a fee. The information is regularly provided to other NT Government agencies, the Australian Valuation Office, local governments, the Australian Bureau of Statistics, the Australian Taxation Office or other Commonwealth Agencies as required or authorised by law, and some private sector organisations for conveyancing, local government, valuation, statistical, administrative and other purposes. The Department of Planning and Infrastructure also uses the information to prepare and sell or licence property sales reports to commercial organisations concerned with the development, sale or marketing of property.

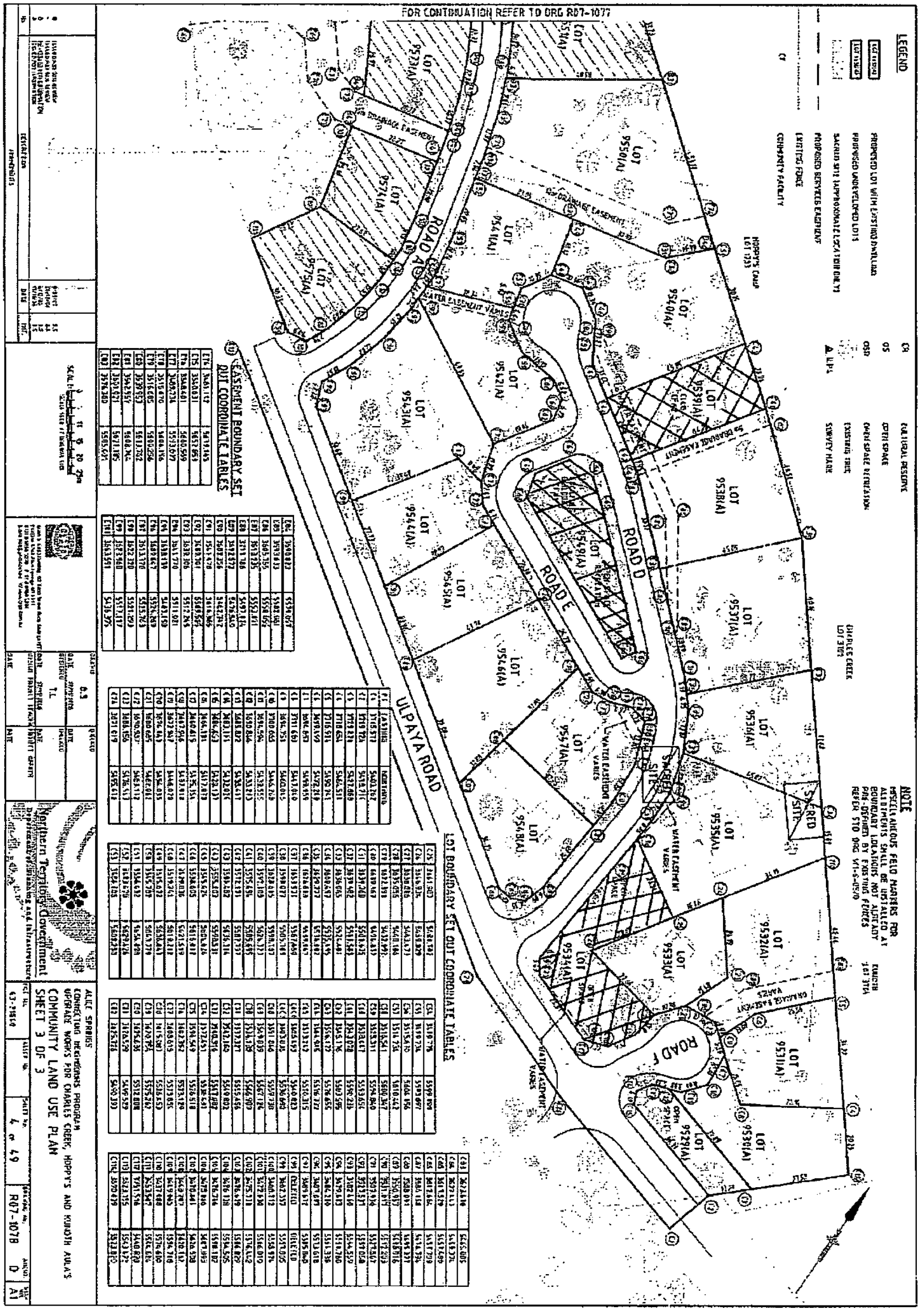
Failure to provide the information in full or in part may prevent your application or transaction being completed.

Your personal information provided on this form can be subsequently accessed by you on request. If you have any queries please contact the Deputy Registrar-General on 8999 5318.

Annexure 4 - Community Land


LOT BOUNDARY SET OUT COORDINATE TABLES
EASEMENT BOUNDARY SET OUT COORDINATE TABLES
LEGEND
PROPOSED LOT WITH EASTING DIMENSIONS
PROPOSED UNDEVELOPED LOTS
SELECTED SITE (APPROXIMATE LOCATION ONLY)
PROPOSED SERVICES EASEMENT
EXISTING FENCE
CONCRETE FAILURE
EXISTING TREE
CULTURAL RESERVE
OPEN SPACE
OPEN SPACE RECREATION
SURVEY MARK
NOTE
MISCELLANEOUS FIELD MARKERS FOR ALLOTMENTS SHALL BE INSTALLED AT BOUNDARY LOCATIONS NOT ALREADY PEG-DETERMINED BY EXISTING FENCES REFER SEU DRG WT-6-0510
ROAD A
ROAD C
LOT 9563(A)
LOT 9562(A)
LOT 9565(A)
LOT 9566(A)
LOT 9564(A)
LOT 9561(A)
LOT 9560(A)
LOT 9567(A)
LOT 9558(A)
LOT 9557(A)
LOT 9568(A)
FOR CONTINUATION REFER TO DRG R07-1077
ALICE SPRINGS
CONNECTIONS NEIGHBOURS PROGRAM
UPGRADE WORKS FOR CHARLES CREEK, HOPPYS AND KIBBITH AVES
COMMUNITY LAND USE PLAN
SHEET 1 OF 3
R07-1076
Northern Territory Government
Sublease


FOR CONTINUATION REFER TO DRG R07-1076
EASEMENT BOUNDARY SET OUT COORDINATE TABLES
LOT BOUNDARY SET OUT COORDINATE TABLES
NOTE
MISCELLANEOUS FIELD MARKERS FOR ALLOTMENTS SHALL BE INSTALLED AT BOUNDARY LOCATIONS NOT ALREADY PEGGED BY EXISTING FENCES
PEGGED IN STD DRG M14-0503
LEGEND
PROPOSED LOT WITH EXISTING DWELLING
PROPOSED UNDEVELOPED LOTS
SACRED SITE (APPROPRIATE LOCATION ONLY)
PROPOSED SERVICES EASEMENT
EXISTING FENCE
COMMUNITY FACILITY
LR
OS
OSR
SACRED SITE
ROAD A
LOT 9555(A)
LOT 9570(A)
LOT 9571(A)
LOT 9572(A)
LOT 9573(A)
LOT 9574(A)
LOT 9553(A)
LOT 9569(A)
HOPPY'S LAND LOT 1733
SCALE
0 5 10 15 20 25m
ALICE SPRINGS
CONNECTING REMAINDERS PARKRAH UPGRADE WORKS FOR CHARLES CREEK, HOPPY'S AND KUNOTH AVLATS
COMMUNITY LAND USE PLAN
SHEET 2 OF 3
12-2040
3 OF 49
R07-1077
D
A1
Northern Territory Government
Sublease


FOR CONTINUATION REFER TO DRG RD7-1077
LEGEND
NOTE
ROAD A
ROAD D
ROAD E
ROAD F
ULPAYA ROAD
SHARED SITE
EASEMENT BOUNDARY SET OUT COORDINATE TABLES
COMMUNITY LAND USE PLAN
SHEET 3 OF 3
DRG No RD7-1078 D
Northern Territory Government

MINISTER FOR PLANNING AND LANDS

PARLIAMENT HOUSE
STATE SQUARE
DARWIN NT 0800

GPO BOX 3146
DARWIN NT 0801
TELEPHONE: (08) 8901 4047
FACSIMILE: (08) 8901 4169

Anthelk Ewlpaye Association Inc.
C/- Tangentyere Council
PO Box 8070
ALICE SPRINGS NT 0871

Attention: David Donald, Housing Manager

Dear Sir/Madam

I hereby consent for a sublease to be registered against Special Purposes Lease 426 held by Anthelk Ewlpaye Association Inc (Hoppy's Camp).

I am pleased to advise that, in accordance with my power under section 6 of the *Special Purposes Leases Act* I consent to the registration of the following sublease on Special Purposes Lease 426.

Proposed Lessee:	Executive Director of Township Leasing
Tenement:	Lot 1733, Town of Alice Springs Approved survey plan S 72/098
Permitted use:	Aboriginal communal purposes

Yours sincerely

DELIA LAWRIE

29-7-09

Northern Territory Government

MINISTER FOR PLANNING AND LANDS

PARLIAMENT HOUSE
STATE SQUARE
DARWIN NT 0800

GPO BOX 3146
DARWIN NT 0801
TELEPHONE: (08) 8901 4047
FACSIMILE: (08) 8901 4169

Anthelk Ewlpaye Association Inc.
C/- Tangentyere Council
PO Box 8070
ALICE SPRINGS NT 0871

Attention: David Donald, Housing Manager

David

Dear Mr Donald

I hereby consent for a sublease to be registered against Special Purposes Lease 426 held by Anthelk Ewlpaye Association Inc (Charles Creek).

I am pleased to advise that, in accordance with my power under section 6 of the *Special Purposes Leases Act* I consent to the registration of the following sublease on Special Purposes Lease 426.

Proposed Lessee:	Executive Director of Township Leasing
Tenement:	Lot 3702, Town of Alice Springs Approved survey plan S 72/098
Permitted use:	Aboriginal communal purposes

Yours sincerely

DELIA LAWRIE

29.7.09

Northern Territory Government

MINISTER FOR PLANNING AND LANDS

PARLIAMENT HOUSE
STATE SQUARE
DARWIN NT 0800

GPO BOX 3146
DARWIN NT 0801
TELEPHONE: (08) 8901 4047
FACSIMILE: (08) 8901 4169

Anthelk Ewlpaye Association Inc.
C/- Tangentyere Council
PO Box 8070
ALICE SPRINGS NT 0871

Attention: David Donald, Housing Manager

Dear Mr Donald

I hereby consent for a sublease to be registered against Special Purposes Lease 426 held by Anthelk Ewlpaye Association Inc (The Village).

I am pleased to advise that, in accordance with my power under section 6 of the *Special Purposes Leases Act* I consent to the registration of the following sublease on Special Purposes Lease 426.

Proposed Lessee:	Executive Director of Township Leasing
Tenement:	Lot 3704, Town of Alice Springs Approved survey plan S 72/098
Permitted use:	Aboriginal communal purposes

Yours sincerely

DELIA LAWRIE

29.7.09

Northern Territory Government

00347405

DEPARTMENT OF JUSTICE (ABN 84 085 734 992)
REGISTRAR-GENERAL'S OFFICE
NICHOLS PLACE
GPO BOX 3021
DARWIN NT 0801
Enquiries : 8999 6252

3 OF 18

Priority of Lodgement	1

TAX INVOICE (RECEIPT) - OFFICE COPY

Lodging Party:
AUSTRALIAN GOVERNMENT SOLICITO
GPO BOX 4700
DARWIN 0801

Customer Code: AGSA
Self Assessing Code: N

Date of Issue	08/06/2010
at	10:59
by	KRIS
Application #	00203134

Document Delivery:
AUSTRALIAN GOVERNMENT SOLICITO
GPO BOX 4700
DARWIN 0801

Lodgement No 728336

If paper title exists enter

Volume _____

Folio _____

Description	GST Incl Amount
SUBLEASE (LOT 1733,3702,3704 / ALICE SPRINGS)	155.00

3022/10

Total Cost excl GST	$155.00
Total GST	$0.00
Total Invoice	$155.00

Payment Details

CHEQUE (004370 RBA CANBERRA (092009))

1/35

Form 32

Section 65

Land Title Act

REGISTRAR-GENERAL'S DIRECTIONS

NORTHERN TERRITORY OF AUSTRALIA

DL00728359D

Dealing Number: 728359 Lodged 09/06/2010 at 10:49:46
Dealing Type: UL By CASH
Volume 747 Folio 787 Fee $ 155.00 Receipt 347406

Not liable to stamp duty in the Northern Territory
Commissioner of Taxes use only (NOTE 1)
for Commissioner of Territory Revenue
24/3/10

SUBLEASE

The owner of the lease subleases to the tenant the estate and interest in the land described and the tenant accepts this sublease of the land for the term and at the rent stipulated and subject to the covenants and conditions contained below or on the back of this document and acknowledges the amount payable or other consideration for the lease. (NOTES 2 – 3)

ESTATE AND INTEREST — Lease being subleased: Number: 728336 (NOTE 4)

Register	Volume	Folio	Location	Lot Description	Plan	Unit
CUFT	~~622~~ 747	~~183~~ 787	Town of Alice Springs	Lot 1733 Lot 3702 Lot 3704	S72/098	N/A

(NOTE 5)

INTEREST BEING SUBLEASED — The whole of the Land described in Item 2 of the Schedule to this Sublease and shown on the plan at Annexure 1 to this Sublease, being Lots 1733, 3702 and 3704 Town of Alice Springs on plan S72/098. (NOTE 6)

			(NOTE 7)
MARKET RENT UNDER THE SUB-LEASE	Nil	GST AMOUNT Nil	
OTHER CONSIDERATION (Include Nil or Nominal Rent)	$1.10	GST AMOUNT $0.10	

OWNER OF THE LEASE — Executive Director of Township Leasing (NOTE 8)

TENANT — Name: Northern Territory of Australia
Address: C/- Department of Local Government and Housing
RCG House, 83-85 Smith Street, Darwin 0800 (NOTE 9)

TENANCY — Not Applicable (NOTE 10)

TERM OF SUBLEASE (NOTE 11)

Commencing:	Expiring:	Right of Renewal:
3/12/2009	2/12/2012	No

CONSENTS — Nil (NOTE 12)

See Execution Clause at p34 of the attached sublease	See Execution Clause at p35 of the attached sublease

(NOTE 13)

REGISTRAR GENERAL NT

Registered on 9.6.2010 At. 10:57

CONSENT OF INTEREST HOLDERS

Instrument type: .....

Instrument No: .....

Name of Parties: .....

.....

I the registered proprietor of the interest shown above consent to the registration of this instrument.

Signed: .....

(Date): .....
In the presence of:

.....

Name of Qualified Witness: .....

Address or Telephone No.: .....

Instrument type: .....

Instrument No: .....

Name of Parties: .....

.....

I the registered proprietor of the interest shown above consent to the registration of this instrument.

Signed: .....

(Date): .....
In the presence of:

.....

Name of Qualified Witness: .....

Address or Telephone No.: .....

COVENANTS

It is hereby covenanted by and between the owner of lease and the tenant as follows;

☐ To comply with the provisions contained in Memorandum of Common Provisions recorded in the Register as LTO No.

✓ The conditions and covenants implied by Sections 117 & 119 *Law of Property Act* ~~shall~~/shall not apply. (delete one)

✓ To comply with the provisions annexed to this lease.

SCHEDULE OF NOTES

1. A sub-lease signed on or after 1 July 2006 is required to be stamped by the Commissioner of Taxes where (i) there is no consideration, or (ii) the consideration is nominal, or (iii) there is valuable consideration other than rent under the lease.
2. This form may be lodged in triplicate and may be adapted for an underlease. The original must be typed or completed in ink or biro. The duplicate and triplicate may be copies of the original but the signatures of all parties and their witnesses must be in ink or biro on all copies. If the words "owners" and "tenant" are considered inappropriate other words (lessor/lessee) may be used. Alterations to information entered on the form should be crossed out (nor erased or obliterated by painting over) and initialled by the parties.
3. If there is insufficient space in any panel use the space above or an annexure sheet (Form 95).
4. Insert the number of the Lease being sub-leased or under-leased.
5. Volume and Folio references must be given together with a description of the location and lot number, unit number and unit plan number if applicable. If a certificate as to title has been issued it must be produced.
6. Insert whole of the land or if part of a lot the instrument of lease must also include a sketch plan identifying the part of the lot drawn to a standard to the Registrar-General's satisfaction, if required by the Registrar-General, a plan of survey identifying the part of the lot; or if required by the *Planning Act*, consent under Part 5 of the *Planning Act*.
7. Pursuant to Section 66 (1)(c) of the *Land Title Act* state whether the rent under the sub-lease is market rent, or nil or nominal rent. Market rent means any rent that is not nominal. A sub-lease for nil or nominal rent or other consideration must show the imprint of the Commissioner of Taxes. For the GST amount, if the sub-lease is subject to the margin scheme and the GST amount is unknown insert "margin scheme" in the box provided. Show the words "Nil" or "Not applicable" if not subject to rent or other consideration.
8. Insert full name of the owner of the lease (namely the tenant under the head lease and not the proprietor of the land). Address is not required.
9. Insert full name of the tenant and an address for the service of notices. The address can be a postal address.
10. If two or more tenants, state whether as joint tenants or tenants in common. If tenants in common, specify shares. If no tenancy is stated, the Registrar-General must register the co-owners as tenants in common pursuant to Section 57(2) of the *Land Title Act*.
11. Details of dates of commencement and expiry must be shown. If there is a right of renewal, show "Yes" (if not) "No".
12. Consents by mortgagee should be provided. A lease or amendment of a lease executed after registration of a mortgage of a lot is valid against the mortgagee only if the mortgagee consents to the lease or amendment before its registration. A lease which has not been consented to by a prior mortgagee will not be protected in the event of the mortgagee exercising the power of sale.
13. Persons who may witness this document are a Commissioner for Oaths, a member of the Legislative Assembly, a legal practitioner within the meaning of the *Legal Practitioners Act*, a person holding office under the *Supreme Court Act*, the *Justices Act*, the *Local Court Act* or the *Registration Act*, a member of the Police Force, a person licensed as a conveyancing agent or real estate agent under the *Agents Licensing Act*, a Notary Public and any other person approved by the Registrar-General.

    A witness to an instrument executed by an individual must first:

    - take reasonable steps to ensure that the individual is the person entitled to sign the instrument;
    - have the individual execute the document in the presence of the witness;
    - not be a party to the instrument; and
    - if witnessing more than one signature, clearly state that he/she has witnessed more than one signature. (ie I have witnessed the two signatures appearing above).

    After signing, witnesses must legibly write, type or stamp their names and contact address or telephone number below their signature.

    For a corporation, an instrument must be executed in a way permitted by law or sealed with the corporation's seal in accordance with the *Law of Property Act*, Section 48.

    For witnessing of instruments executed outside the Northern Territory refer to Schedule 1 of the *Land Title Act* and the Registrar-General's Directions.

PRIVACY STATEMENT – LAND REGISTER FORMS

The Registrar-General's Office is authorised by the *Land Title Act* to collect the information on this form for the establishment and maintenance of the Land Register, which is made available for search by any person, anywhere, including through the Internet, upon payment of a fee. The information is regularly provided to other NT Government agencies, the Australian Valuation Office, local governments, the Australian Bureau of Statistics, the Australian Taxation Office or other Commonwealth Agencies as required or authorised by law, and some private sector organisations for conveyancing, local government, valuation, statistical, administrative and other purposes. The Department of Planning and Infrastructure also uses the information to prepare and sell or licence property sales reports to commercial organisations concerned with the development, sale or marketing of property.

Failure to provide the information in full or in part may prevent your application or transaction being completed.

Your personal information provided on this form can be subsequently accessed by you on request. If you have any queries please contact the Deputy Registrar-General on 8999 5318.

Viewed at 12:10:18 on 26/10/2016 by 32GPL.

Housing Management Agreement

Anthelk-Ewlpaye (SPL 426)

Executive Director of Township Leasing

and

Northern Territory of Australia

Viewed at 12:10:18 on 26/10/2016 by 32GPL.

Table of Contents

1.	**Definitions and interpretation**	**5**
1.1	Definitions	5
1.2	Interpretation	11
1.3	Good faith	13
1.4	Survival	13
2.	**Housing Management Agreement and Reservations**	**13**
2.1	Grant of Housing Management Agreement	13
2.2	Reservations in respect of adjoining sites	13
2.3	Other Reservations	14
2.4	Rent from Tenants	14
3.	**Mutual agreements and declarations**	**14**
4.	**Implied covenants**	**14**
5.	**Housing Management Agreement Payment**	**15**
5.1	Housing Management Agreement Payment	15
6.	**Services Providers**	**15**
7.	**Access**	**15**
7.1	General	15
7.2	Association's right of access	16
7.3	EDTL's right of access	16
8.	**Improvements**	**17**
8.1	Existing Improvements	17
8.2	Maintenance of Existing Improvements	17
8.3	EDTL's Rights in respect of Existing Improvements	17
8.4	Association's Rights in respect of Existing Improvements	18
8.5	Territory's Improvements	18
8.6	Ownership of Improvements at the end of the Housing Management Agreement	18
9.	**Tenancy Agreements, Land Underleases and Land Licences**	**19**
9.1	Tenancy Agreements (Residential)	19
9.2	Grant of Land Underlease	19
9.3	Grant of Land Licence	19
9.4	Special condition in relation to underleases to a Territory Entity	20
9.5	No release of liability	20
9.6	Community Land	20
10.	**Rates, Taxes and Charges**	**21**
10.1	Outgoings	21
10.2	Charges for Services	21
10.3	Stamp duty	21

Viewed at 12:10:18 on 26/10/2016 by 32GPL.

11.	**GST**	**22**
12.	**Use of Land**	**22**
12.1	Permitted Use	22
12.2	Compliance with Laws and Planning Scheme	22
12.3	Compliance with Lease	22
12.4	Compliance with notices	23
12.5	Notices	23
12.6	Roads	23
13.	**The Territory's release**	**23**
13.1	Risk	23
13.2	The Territory releases the EDTL	24
14.	**Insurance**	**24**
14.1	Obligation to insure the Improvements	24
14.2	Obligation to insure for public liability	24
14.3	Periods of insurance	24
14.4	Insurers and policies	25
14.5	The Territory to satisfy itself	25
14.6	Insurance policies to waive rights of subrogation	25
14.7	No limitation	25
14.8	Association to prove currency of insurance	25
14.9	The Territory's insurance	25
15.	**Reinstatement**	**26**
15.1	No obligation to reinstate	26
15.2	No right to damages	26
16.	**EDTL's obligations**	**26**
16.1	Quiet enjoyment	26
16.2	Produce certificates	26
17.	**Default**	**26**
17.1	Occurrence of Default Event	26
17.2	Financial Default	26
17.3	Remedies for other Default Events	27
17.4	Remedies for Termination Event	27
17.5	Waiver	28
17.6	Consequences of termination	28
18.	**Overholding**	**28**
19.	**Housing Management Agreement ends if Sublease ends**	**28**
20.	**Obligations on expiration or termination**	**28**
20.1	Return of Land	28
20.2	Novation of agreements	28
20.3	Novation of Tenancy Agreements, Land Underleases and Land Licences	29
21.	**Dispute resolution**	**29**
21.1	Procedure to resolve disputes	29
21.2	Continue to perform	29

Viewed at 12:10:18 on 26/10/2016 by 32GPL.

Table of Contents (ctd) 4

22.	**General**	**29**
22.1	Amendments	29
22.2	Nature of obligations	29
22.3	Entire understanding	29
22.4	No adverse construction	30
22.5	Further assurances	30
22.6	No waiver	30
22.7	Severability	30
22.8	Successors and assigns	30
22.9	No assignment without consent of other Parties	30
22.10	Consents and approvals	30
22.11	Costs	31
22.12	Governing law and jurisdiction	31
22.13	Notices	31
22.14	Counterparts	31
22.15	Conflicting provisions	32
22.16	Non merger	32
22.17	No right of set-off	32
22.18	Payment of interest	32
22.19	Relationship of Parties	32
22.20	Residential Tenancies Act	32
22.21	Compliance with Sublease	32
Schedule - Housing Management Agreement particulars		**33**

Viewed at 12:10:18 on 26/10/2016 by 32GPL.

Housing Management Agreement

Date 3 December 2009

Parties

1. Executive Director of Township Leasing, established by section 20B of the Land Rights Act, on behalf of the Commonwealth of Australia, ABN 36 342 015 855 ("the **EDTL**")

2. Northern Territory of Australia, care of the Department of Planning and Infrastructure, GPO Box 1680, Darwin 0800 in the Northern Territory of Australia, ABN 84 085 734 992 ("the **Territory**")

(collectively referred to as "the **Parties**")

Background

A. The EDTL holds a Sublease of the Living Area, including the Land.

B. The parties have agreed that the EDTL will grant a Housing Management Agreement of the Land (including all Improvements and Services) to the Territory.

C. The parties acknowledge that the residents living on the Alice Springs Living Areas (which includes the Land) are living in very poor conditions and it is very important to improve the health and standard of living of those residents. The Australian Government and the Northern Territory Government have stated their intention to undertake a capital works program to assist in improving the standard of living of those residents. The Australian Government and the Northern Territory Government acknowledge that the upgrade of the Alice Springs Living Areas will proceed over time and that the project duration will exceed the period of this Housing Management Agreement.

D. The Parties acknowledge that this Housing Management Agreement is part of a program to support development and investment in Alice Springs Living Areas, including the implementation of the Strategic Indigenous Housing and Infrastructure Program and any subsequent housing and infrastructure investment program, and improved housing management in the Alice Springs Living Areas especially with respect to tenancy management and repairs and maintenance.

Agreed terms

1. Definitions and interpretation

1.1 Definitions

In this Housing Management Agreement and in the Background, unless the context requires otherwise:

Alice Springs Living Areas means all land referred to in subclause 69(1) to 69(10) and 69(12) to 69(17) of Part 4, Schedule 1 to the *Northern Territory National Emergency Response Act 2007* (Cth) as enacted;

Annexure means an annexure to this Housing Management Agreement;

Viewed at 12:10:18 on 26/10/2016 by 32GPL.

Association means the body that granted the Sublease to the EDTL;

Building includes:

(a) a structure and part of a building or a structure;

(b) fences, walls, out-buildings, service installations and other appurtenances of a building; or

(c) a boat or a pontoon which is permanently moored or fixed to a building or land;

Building Code means the Building Code of Australia developed by the Australian Building Codes Board;

Business Day means a day that is not a Saturday, Sunday, public holiday or bank holiday in Darwin;

CATSI Act means the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth);

Chief Executive Officer (Housing) means the body corporate sole of that name established under the *Housing Act* (NT);

Commencement Date means the date specified in Item 3 of the Schedule;

Community Land has the meaning given to that term in the Sublease;

Community Service means a service provided to the residents of the Living Area that is funded or approved by the Australian Government, the Northern Territory Government, or the local government for the Living Area or that is otherwise approved by the EDTL;

Construct includes reconstruct or make structural changes and the word **Construction** has a corresponding meaning;

Consult means to:

(a) meet with, as reasonably requested by;

(b) ask views of;

(c) listen to views of; and

(d) have regard to the views of, including taking account of the views, acting reasonably,

the body or person to be or being consulted;

Corporations Act means the *Corporations Act 2001* (Cth);

Cure Period means a reasonable period of time within which the Territory must cure a Default Event (other than a Financial Default), in accordance with clause 17.1(c), including any extensions of that period under clause 17.3;

Cure Plan means a plan by a Party to remedy a Default Event (other than a Financial Default) which is proposed during the Cure Period and details a work

Viewed at 12:10:18 on 26/10/2016 by 32GPL.

plan setting out each task to be undertaken in order to rectify the material breach and the time for each task to be completed;

Default Event means:

(a) a Financial Default; or

(b) a persistent and material failure by the Territory to comply with this Housing Management Agreement;

Default Notice means a notice given under clause 17.1;

Development includes:

(a) the Construction or exterior alteration or exterior decoration of a Building;

(b) the demolition or removal of a Building or Works;

(c) the Construction or carrying out of Works;

(d) the subdivision or consolidation of land, including Buildings or airspace;

(e) the placing or relocation of a Building or Works; and

(f) the Construction or putting up for display of signs or hoardings;

EDTL's Agents means the employees, contractors and agents of the EDTL;

Environmental Health Standards means the Environmental Health Standards for Remote Communities in the Northern Territory prepared by Territory Health Services;

Existing Improvements means all Improvements erected on or attached to the Land as at the Commencement Date;

Existing Services means all Services on or connected to the Land as at the Commencement Date;

Financial Default means a failure by the Territory to pay when due any money which the Territory is obliged to pay to the EDTL under this Housing Management Agreement (excluding a failure to pay the Housing Management Agreement Payment when due);

Final Housing Management Agreement Year means the period starting on 1 July immediately before the expiry of the Term or earlier determination of this Housing Management Agreement and ending on the expiry of the Term or earlier determination of this Housing Management Agreement;

Government Agency means any government or any public, statutory, governmental, semi-governmental, local governmental or judicial body, entity, department or authority and includes any self-regulatory organisation established under statute;

GST has the meaning given to that term in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

Housing Management Agreement Payment has the meaning given to that term in clause 5.1(a);

Viewed at 12:10:18 on 26/10/2016 by 32GPL.

Housing Management Agreement means this underlease including the Schedule and the Annexures;

Housing Management Agreement Year means the Preliminary Housing Management Agreement Year, each 12 month period expiring on 30 June in each year during the Term and the Final Housing Management Agreement Year;

Improvements means all Buildings, structures, fixtures, fittings, plant, equipment, partitions, signs or other materials or articles which are erected on or attached to the Land;

Infrastructure includes roads, kerbs, gutters and Services;

Insolvency Event means, in relation to a party, any one or more of the following events or circumstances:

(a) being in liquidation or provisional liquidation or under administration;

(b) having a controller or analogous person appointed to it or any of its property;

(c) being taken under section 459F(1) of the Corporations Act to have failed to comply with a statutory demand;

(d) being unable to pay its debts or being otherwise insolvent;

(e) becoming an insolvent under administration, as defined in section 9 of the Corporations Act;

(f) entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors; or

(g) any analogous event or circumstance under the Laws of any jurisdiction,

unless such event or circumstance occurs as part of a solvent reconstruction, amalgamation, compromise, arrangement, merger or consolidation approved by the other party;

Land means the land described in Item 2 of the Schedule;

Land Licence means a licence granted by the Territory pursuant to clause 9;

Land Licensee means any person who has been granted a Land Licence from the Territory;

Land Underlease means an underlease granted by the Territory pursuant to clause 9;

Land Underlessee means any person who has been granted a Land Underlease from the Territory;

Land Rights Act means the *Aboriginal Land Rights (Northern Territory) Act 1976* (Cth);

Law means:

(a) principles of law or equity established by decisions of courts;

Viewed at 12:10:18 on 26/10/2016 by 32GPL.

(b) statutes, regulations, ordinances or by-laws of the Commonwealth, a State, a Territory or any other Government Agency; and

(c) requirements and approvals (including conditions) of the Commonwealth, a State, a Territory or any other Government Agency that have the force of law;

Lease means the lease of the Living Area held by the Association;

Living Area means the land described in Item 1 of the Schedule;

Municipal Services Provider means a person who provides municipal services in the Living Area;

National Indigenous Housing Guide means the National Indigenous Housing Guide developed by the Department of Families, Housing, Community Services and Indigenous Affairs;

Outgoings means all existing and future amounts (including rates, duties and taxes):

(a) which are properly imposed, charged or levied under statute or by a Government Agency on the Association, the EDTL or the Territory; or

(b) which a Government Agency properly requires the Association, the EDTL or the Territory to spend,

and which are:

(c) paid or payable by the Association, the EDTL or the Territory during a Housing Management Agreement Year;

(d) in relation to the Land or Improvements on or attached to the Land; and

either capital or non-capital in nature;

Permitted Use has the meaning given to that term in clause 12.1;

Personal Injury includes:

(a) bodily injury, death, sickness, disease, disability, shock, fright, mental anguish or mental injury including the resultant loss of consortium or services at any time;

(b) false arrest, detention, false imprisonment, discrimination, malicious prosecution or humiliation, or breach of confidentiality;

(c) wrongful entry or wrongful eviction or other invasion of the right to private occupancy; and

(d) assault and/or battery not intentionally committed by or at the discretion of the insured unless so directed for the purpose of preventing or eliminating danger to property or persons;

Planning Scheme means any planning scheme under any applicable Law setting the framework for planning the use, development and protection of the Land or any part of the Land;

Viewed at 12:10:18 on 26/10/2016 by 32GPL.

Postal Service means the delivery of mail to residents of the Living Area;

Postal Service Provider means a person who provides a Postal Service to the Living Area;

Preliminary Housing Management Agreement Year means the period starting on the Commencement Date and ending on the following 30 June;

Registered Interest means any interest registered on the certificate of title referred to in Item 1 of the Schedule immediately before the Commencement Date other than the Sublease;

Related Entity has the meaning given to that term in the Corporations Act;

Requirement means any lawful present or future notices, orders, directions, requirements, statutes, ordinances, proclamations, regulations, schemes, permits, by-laws or other regulatory requirements affecting or relating to the Land or the use of the Land, irrespective of whether the Requirement is addressed to the Territory, the EDTL, the Association or any other person;

Right of Occupation has the same meaning given to that term in the Sublease;

Schedule means the schedule to this Housing Management Agreement;

Services means all utilities and services on or connected to the Land including water, gas, electricity, lighting, sanitation, drainage, stormwater, communication and telecommunication systems and includes all wires, cables, pipes, ducts, conduits, tanks, electrical and mechanical plant and all other ancillary or associated parts and accessories;

Services Provider means a person who provides Services in the Living Area;

Services Provider's Right of Occupation has the same meaning given to that term in the Sublease;

Sublease means the sublease of the Living Area granted to the EDTL;

Tangentyere Council means Tangentyere Council Incorporated Registration No. 00591C (N.T.);

Tenancy Agreement means a tenancy agreement granted by the Territory for residential purposes pursuant to clause 9;

Tenant means any person who has a Tenancy Agreement with the Territory;

Tenant's Right of Occupation has the same meaning given to that term in the Sublease;

Term has the meaning given to that term in clause 2.1(a);

Termination Event means:

(a) the occurrence of an Insolvency Event; or

(b) a fundamental breach of this Housing Management Agreement (including the failure to comply with clause 12.1);

Viewed at 12:10:18 on 26/10/2016 by 32GPL.

Territory's Improvements means all Improvements erected on or attached to the Land by:

(a) the Territory;

(b) any Tenant;

(c) any Land Underlessee; or

(d) any Land Licensee;

after the Commencement Date;

Territory's Percentage means the same percentage as the Land bears to the area of the Living Area to which an Outgoing applies, as determined by the EDTL and notified to the Territory;

Territory's Services means all Services installed in or on the Land by:

(a) the Territory;

(b) any Tenant;

(c) any Land Underlessee; or

(d) any Land Licensee;

after the Commencement Date;

Third Party means a party other than a Party to this Housing Management Agreement;

Works includes any change to the natural or existing condition or topography of the land including the removal, destruction or lopping of trees and the removal of vegetation or topsoil.

1.2 Interpretation

In this Housing Management Agreement, unless the context requires otherwise:

(a) the singular (including the singular of defined terms) includes the plural and vice versa;

(b) reference to a right includes a remedy, authority or power;

(c) the headings are used for convenience only and do not affect the interpretation of this Housing Management Agreement;

(d) as far as possible all provisions must be construed so as not to be invalid, illegal or unenforceable;

(e) wherever "include" or any form of that word is used, it must be construed as if it were followed by "(without being limited to)";

(f) reference to a thing is a reference to all or part of that thing;

Viewed at 12:10:18 on 26/10/2016 by 32GPL.

(g) unless the context requires or is otherwise stated in this Housing Management Agreement, a Party's obligations must be performed at that Party's own cost;

(h) a gender includes the other genders;

(i) other grammatical forms of defined words or expressions have corresponding meanings;

(j) a reference to a document includes the document as modified from time to time and any document replacing it;

(k) if something is to be or may be done on a day that is not a Business Day then it must be done on the next Business Day;

(l) the word "person" includes a natural person and any body or entity whether incorporated or not;

(m) the word "month" means calendar month and the word "year" means 12 months;

(n) the words "in writing" include any communication sent by letter, facsimile transmission or email or any other form of communication capable of being read by the recipient;

(o) a reference to all or any part of a statute, rule, regulation or ordinance (**statute**) includes that statute as amended, consolidated, re-enacted or replaced from time to time;

(p) a reference to a party includes a reference to the party's respective successors and permitted assigns;

(q) money amounts are stated in Australian currency unless otherwise specified;

(r) a reference to any agency or body, if that agency or body ceases to exist or is reconstituted, renamed or replaced or has its powers or functions removed (**defunct body**), means the agency or body which performs most closely the functions of the defunct body;

(s) reference in this Housing Management Agreement to a Tenant or a person who has a Tenancy Agreement with the Territory is, where the Tenant has granted a further estate or interest in the relevant area of the Land or has granted a further licence in the relevant area of the Land, to be taken to include a reference to any person claiming an estate or interest in land through such Tenant, or a licensee or sublicensee of the Tenant, or any person claiming a licence through such Tenant;

(t) reference in this Housing Management Agreement to a Land Underlessee or the holder of a Land Underlease is, where the Land Underlessee has granted a further estate or interest in the relevant area of the Land, to be taken to include a reference to such an underlessee or any person claiming an estate or interest in land through such Land Underlessee, or a licensee of the Land Underlessee, or any person claiming a licence through such Land Underlessee; and

(u) reference in this Housing Management Agreement to a Land Licensee or the holder of a Land Licence is, where the Land Licensee has granted a

Viewed at 12:10:18 on 26/10/2016 by 32GPL.

further licence in the relevant area of the Land, to be taken to include a reference to any such sublicensee or any person claiming a licence in land through such Land Licensee.

This Housing Management Agreement operates as a deed.

1.3 Good faith

The Parties must act reasonably and in good faith in performing their respective obligations under this Housing Management Agreement.

1.4 Survival

In addition to this clause 1, the following clauses survive the expiration or earlier determination of this Housing Management Agreement: clauses 13, 14, 17, 18, 20, 21 and 22.

2. Housing Management Agreement and Reservations

2.1 Grant of Housing Management Agreement

(a) The EDTL grants to the Territory an underlease of the Land, subject to and concurrent with any Registered Interests and any Rights of Occupation, commencing on the Commencement Date, for a term of 3 years (**Term**).

(b) The Territory accepts the grant of an underlease of the Land upon these terms and otherwise subject to the provisions of this Housing Management Agreement.

(c) For the avoidance of doubt, the underlease of the Land includes an underlease of all Existing Improvements and Existing Services.

2.2 Reservations in respect of adjoining sites

(a) Subject to clauses 2.2(b) to 2.2(d), the Territory acknowledges that for the purpose of the EDTL providing Services to, on, over, through or under the Living Area, the EDTL may:

(i) install, maintain, use, repair, alter and replace pipes, ducts, conduits, cables, wires and poles through, on, over and under the Land;

(ii) hang cables and wires from the poles referred to in paragraph (i);

(iii) pass and run Services though the pipes, ducts, conduits, cables and wires; and

(iv) for the purpose of exercising its rights under paragraphs (i), (ii) or (iii) above, grant licences within the Land to, or enter into agreements with any Government Agency or providers of Services.

(b) The EDTL must give the Territory not less than 14 days notice that the EDTL proposes to undertake any Works or grant any licences in exercise of its rights under this clause 2.2, except in the case of an emergency when no such notice is required.

Viewed at 12:10:18 on 26/10/2016 by 32GPL.

(c) If the EDTL gives the Territory notice under clause 2.2(b), the EDTL must ensure, as far as reasonably practicable, that the EDTL puts arrangements and procedures in place to minimise any disruption to the Territory's use of the Land for the Permitted Use during the undertaking of the Works.

(d) If the EDTL gives the Territory notice under clause 2.2(b), the Territory must:

(i) assist the EDTL in ensuring, as far as reasonably practicable, that arrangements and procedures are put in place by the EDTL and the Territory to minimise any disruption of the Territory's use of the Land for or in connection with the Permitted Use during the undertaking of the Works;

(ii) implement, as far as reasonably practicable, appropriate work practices during the undertaking of the Works to assist the EDTL in completing the Works in a timely and cost efficient manner;

(iii) give the EDTL access to the Land when required by the EDTL for the purpose of undertaking the Works; and

(iv) use best endeavours to mitigate any loss or damage suffered by the Territory as a result of the Works.

2.3 Other Reservations

The Territory acknowledges that the Lease contains reservations to the Northern Territory and that this Housing Management Agreement is subject to those reservations.

2.4 Rent from Tenants

For the purposes of clause 7.2(b) of the Sublease, the Parties agree that any money in the nature of rent, licence fees or other monies payable to a Housing Authority or the EDTL under or in connection with the Tenant's Right of Occupation is payable to the Territory from the Commencement Date.

3. Mutual agreements and declarations

The Parties mutually agree and declare that:

(a) the EDTL may enter into an underlease pursuant to the Sublease and section 20C of the Land Rights Act and exercise all the powers of an underlessor under this Housing Management Agreement; and

(b) the Territory may enter into an underlease and exercise all the powers of an underlessee under this Housing Management Agreement including entering into Tenancy Agreements and granting Land Underleases and Land Licences.

4. Implied covenants

The covenants, powers and provisions implied in leases under any relevant legislation are hereby expressly excluded except to the extent that they are expressly embodied in this Housing Management Agreement or to the extent only that it would be unlawful to exclude any such covenant, power or provision.

Viewed at 12:10:18 on 26/10/2016 by 32GPL.

5. Housing Management Agreement Payment

5.1 Housing Management Agreement Payment

(a) The Territory must pay the EDTL $1 if demanded by the EDTL (**Housing Management Agreement Payment**).

(b) The Territory must pay the Housing Management Agreement Payment within 30 Business Days of receiving notice of a demand by the EDTL.

6. Services Providers

The Parties agree that they will use their best endeavours to negotiate (for a reasonable period of time) an agreement with Services Providers relating to Services, including giving any rights of access and other interests required to facilitate the provision of the Services, as each party considers appropriate. An agreement with a Services Provider may modify, replace or override the terms of a Services Provider's Right of Occupation.

7. Access

7.1 General

(a) The Parties undertake that they will do all things reasonably necessary to enable the Territory to enjoy and exercise its rights, title and interests under this Housing Management Agreement.

(b) Subject to the terms of this Housing Management Agreement, the Parties undertake that they will do all things reasonably necessary to enable Tenants, Land Underlessees, Land Licensees and persons holding Rights of Occupation to enjoy and exercise their rights, title and other interests under their Tenancy Agreements, Land Underleases, Land Licences and Rights of Occupation.

(c) The Parties undertake that they will do all things reasonably necessary to enable persons to enter the Land to conduct their legitimate business in or on the Land, but so that any such access shall not interfere with the enjoyment and exercise of the rights, title and other interests of Tenants, Land Underlessees, Land Licensees and persons holding Rights of Occupation.

(d) Without limiting clause 7.1(c), the Parties undertake that they will do all things reasonably necessary to enable:

(i) a person to enter the Land (at reasonable times) to provide a Community Service in or on the Land;

(ii) Tangentyere Council to enter the Land (at reasonable times) to complete the initial upgrade works in or on the Land in accordance with the funding agreement between Tangentyere Council and the Territory dated 5 September 2008;

(iii) a Municipal Services Provider to enter the Land (at reasonable times) to provide municipal services in or on the Land; and

(iv) a Postal Service Provider to enter the Land (at reasonable times) to provide a Postal Service in or on the Land,

Viewed at 12:10:18 on 26/10/2016 by 32GPL.

but so that any such access shall not interfere with the enjoyment and exercise of the rights, title and other interests of Tenants, Land Underlessees, Land Licensees and persons holding Rights of Occupation.

7.2 Association's right of access

(a) The Territory acknowledges that the Association may so often as it reasonably requires (at reasonable times and on reasonable notice) enter the Land to make reasonable investigations as the Association may deem necessary for the purpose of ascertaining whether or not there has been any breach of any of the terms, covenants or conditions expressed or implied in the Sublease.

(b) Nothing in this clause 7.2 permits the Association to enter an individual housing lot unless such entry is in accordance with:

(i) a Law;

(ii) the terms or conditions of the relevant lease, licence, Right of Occupation, statutory occupation right or other occupancy right granted to the tenant for the purpose of residential housing; or

(iii) with the consent of the person who holds the relevant lease, licence, Right of Occupation, statutory occupation right or other occupancy right granted to the tenant for the purpose of residential housing.

7.3 EDTL's right of access

(a) The EDTL may so often as it reasonably requires (at reasonable times and on reasonable notice) enter the Land to make reasonable investigations as the EDTL may deem necessary for the purpose of ascertaining whether or not there has been any breach of any of the terms, covenants or conditions expressed or implied in this Housing Management Agreement, but only if the EDTL suspects, on reasonable grounds, that the Territory has breached a term of this Housing Management Agreement.

(b) Nothing in this clause 7.3 permits the EDTL to enter an individual housing lot unless such entry is in accordance with:

(i) a Law;

(ii) the terms or conditions of the relevant lease, licence, Right of Occupation, statutory occupation right or other occupancy right granted to the tenant for the purpose of residential housing; or

(iii) with the consent of the person who holds the relevant lease, licence, Right of Occupation, statutory occupation right or other occupancy right granted to the tenant for the purpose of residential housing.

Viewed at 12:10:18 on 26/10/2016 by 32GPL.

8. Improvements

8.1 Existing Improvements

(a) Existing Improvements subject to a Registered Interest will remain subject to the terms of that Registered Interest, for the period of the Registered Interest.

(b) Existing Improvements subject to a Right of Occupation are included in that Right of Occupation, for the period of that Right of Occupation.

(c) Subject to clauses 8.1(a) and 8.1(b), all Existing Improvements are leased to the EDTL under the Sublease, and are the subject of this Housing Management Agreement.

8.2 Maintenance of Existing Improvements

(a) Subject to clauses 8.2(b) and 8.2(c), the Territory will be under no obligation under this Housing Management Agreement to maintain, repair or replace any Existing Improvements, or to compensate the Association, the EDTL or any other person for damage to or destruction of Existing Improvements.

(b) If the Sublease requires the EDTL to maintain, repair or replace any Existing Improvements, the Territory must maintain, repair or replace those Existing Improvements.

(c) If the Territory upgrades any Existing Improvements, the Territory must maintain, repair and replace those Existing Improvements.

(d) The Territory may alter, remove or demolish the Existing Improvements.

8.3 EDTL's Rights in respect of Existing Improvements

(a) The EDTL reserves the right to carry out any Works in respect of the Existing Improvements that may be required to comply with any applicable Law, Planning Scheme, Requirement or the Sublease which are not the responsibility of the Territory or which are the responsibility of the Territory but with which the Territory fails to comply (provided that, in the case of a failure to comply by the Territory, the EDTL has given the Territory written notice of any such failure to comply and the Territory has not remedied its failure to comply within the time period specified in the notice, such time period to be reasonable taking into account the nature of the Works).

(b) The EDTL may exercise its rights under clause 8.3(a):

(i) on giving prior reasonable written notice (except in the case of an emergency when no notice will be required);

(ii) at reasonable times (and in accordance with the requirements in clause 7.3(b)) ; and

(iii) if reasonably required by the Territory, accompanied by a person appointed by the Territory.

Viewed at 12:10:18 on 26/10/2016 by 32GPL.

(c) The Territory must pay to the EDTL on demand all reasonable charges for all Works carried out by the EDTL under clause 8.3(a) in circumstances where the Territory is obliged to carry out the Works under this Housing Management Agreement but has failed to do so.

8.4 Association's Rights in respect of Existing Improvements

The Territory acknowledges that:

(a) the Association has the right to carry out any Works in respect of the Existing Improvements that may be required to comply with any applicable Law, Planning Scheme or Requirement which are not the responsibility of the EDTL or which are the responsibility of the EDTL under the Sublease but with which the EDTL fails to comply; and

(b) the Association may exercise its rights under clause 8.4(a):

(i) on giving prior reasonable written notice to the EDTL (except in the case of an emergency when no notice will be required);

(ii) at reasonable times; and

(iii) if reasonably required by the EDTL, accompanied by a person appointed by the EDTL.

8.5 Territory's Improvements

(a) Subject to the Law, the Planning Scheme and the terms of this Housing Management Agreement, the Territory may erect, install, alter, remove, refurbish and demolish the Territory's Improvements and the Territory's Services in, on or under the Land provided that any upgrades or Construction of houses are in accordance with the Building Code and have regard to the Environmental Health Standards and the National Indigenous Housing Guide.

(b) During the Term, all the Territory's Improvements and the Territory's Services will remain the property of the Territory.

(c) The Territory must maintain, repair and replace the Territory's Improvements and the Territory's Services.

8.6 Ownership of Improvements at the end of the Housing Management Agreement

(a) At the expiry or sooner determination of this Housing Management Agreement, all Improvements and Services (including the Territory's Improvements and the Territory's Services) will, as between the EDTL and the Territory, subject to any continuing Registered Interest referred to in clause 8.1(a), any continuing Right of Occupation referred to in clause 8.1(b) and any other relevant continuing right, title or other interest, be the property of the EDTL in consideration of the sum of $1, if demanded by the Territory.

(b) Subject to any agreements in writing between the EDTL and the Territory, the EDTL will not be required to further compensate the Territory for the transfer of the Improvements.

Viewed at 12:10:18 on 26/10/2016 by 32GPL.

(c) The Territory undertakes to do all things necessary, including procuring the agreement and cooperation of any Tenants, Land Underlessees and Land Licensees, to enable the EDTL to enjoy and exercise its rights and interests under this clause 8.6.

9. Tenancy Agreements, Land Underleases and Land Licences

9.1 Tenancy Agreements (Residential)

(a) Subject to the provisions of this clause 9, the EDTL acknowledges that the Territory may grant a Tenancy Agreement provided that the Territory:

(i) ensures that the term of any Tenancy Agreement (including any options) does not exceed the balance of the Term then remaining less 1 day;

(ii) ensures that the Tenancy Agreement is granted in accordance with the requirements of this Housing Management Agreement.

(b) The Territory must use its best endeavours to facilitate the grant of a Tenancy Agreement with all natural persons holding a Tenant's Right of Occupation.

(c) Subject to the terms and conditions of the Tenant's Right of Occupation, the Territory may terminate a Tenant's Right of Occupation provided it has complied with clause 9.1(b).

(d) The Territory must Consult with the Association in relation to housing and tenancy management policies and procedures (at intervals not less than every 6 months), as they relate to the Living Area.

9.2 Grant of Land Underlease

Subject to the EDTL's prior written consent, the Territory may grant a Land Underlease provided that the Territory ensures that:

(a) the term of any Land Underlease (including any options) does not exceed the balance of the Term then remaining less 1 day;

(b) subject to clause 20.3, the Land Underlease expires automatically upon expiration or early determination of this Housing Management Agreement; and

(c) the Land Underlease is granted in accordance with the requirements of this Housing Management Agreement.

9.3 Grant of Land Licence

Subject to the EDTL's prior written consent, the Territory may grant Land Licences provided that the Territory ensures that:

(a) the term of any Land Licence (including options) does not exceed the balance of the Term then remaining less 1 day;

Viewed at 12:10:18 on 26/10/2016 by 32GPL.

(b) subject to clause 20.3 the Land Licence expires automatically upon expiration or early determination of this Housing Management Agreement; and

(c) the Land Licence is granted in accordance with the requirements of this Housing Management Agreement.

9.4 Special condition in relation to underleases to a Territory Entity

(a) For the purposes of this clause 9.4, **Territory Entity** means:

(i) The Chief Executive Officer (Housing);

(ii) The Alice Springs Town Council constituted under the *Local Government Act* (NT); and

(iii) The Power and Water Corporation being a 'Government owned corporation' under the *Government Owned Corporation Act 2001* (NT); or

(iv) a 'Government owned corporation' under the *Government Owned Corporation Act 2001* (NT).

(b) Subject to the requirements of the Lease, the Territory does not require the EDTL's prior written consent for a Land Underlease or a Land Licence to a Territory Entity (except in relation to Community Land).

9.5 No release of liability

(a) The Territory acknowledges that the entry into a Tenancy Agreement or the granting of a Land Underlease or Land Licence pursuant to this clause 9 will not release the Territory from any of its obligations or liabilities under this Housing Management Agreement.

(b) Any act or omission by a Tenant or an invitee of a Tenant that would constitute a breach of this Housing Management Agreement if committed by the Territory is, for the purposes of this Housing Management Agreement, deemed not to be a breach of this Housing Management Agreement.

9.6 Community Land

(a) The Parties acknowledge that under the terms of the Sublease the EDTL may grant the Association an underlease of Community Land.

(b) The Parties further acknowledge that in order for the EDTL to grant an underlease of Community Land to the Association, the relevant area of Community Land will need to be surrendered from this Housing Management Agreement to the extent that it forms part of the Land under this Housing Management Agreement.

(c) For the purposes of this clause 9.6 and if requested by the EDTL, the Territory must execute any document (in a form acceptable to both parties, acting reasonably) required to facilitate the surrender of part of the Land to enable the grant of an underlease of Community Land to the Association.

Viewed at 12:10:18 on 26/10/2016 by 32GPL.

(d) The EDTL will consult with the Territory prior to making a request under clause 9.6(c).

10. Rates, Taxes and Charges

10.1 Outgoings

(a) The Territory must pay on time any Outgoing (or in the Preliminary Housing Management Agreement Year or Final Housing Management Agreement Year, the appropriate part of any Outgoing) whether issued against the Association, the EDTL or the Territory.

(b) Where any Outgoing is issued against the EDTL, the EDTL must give the Territory a copy of the invoice in respect of that Outgoing within 7 Business Days of receiving the invoice.

(c) Where any Outgoing is assessed against the Association and the Association provides a copy of the invoice in respect of that Outgoing to the EDTL, the EDTL must give the Territory a copy of the invoice within 7 Business Days of receiving the invoice from the Association.

(d) The Territory must pay the amounts under this clause 10.1 direct to any Government Agency or other person imposing the charge.

(e) If the Land is not separately assessed for an Outgoing, the Territory must pay the Territory's Percentage of the Outgoing to the EDTL within 7 Business Days of demand.

(f) The Territory must give the EDTL receipts for any Outgoings paid by the Territory upon request by the EDTL.

10.2 Charges for Services

(a) The EDTL is not liable for:

(i) the cost of any Services supplied, metered, consumed or connected to the Land except where the Services are for the benefit of the EDTL; or

(ii) the cost of installing separate meters for any Services capable of being separately metered.

(b) The Territory must pay on time any amounts charged or levied directly upon the Association or the EDTL relating to the use or supply of Services (except where the Services are for the benefit of the Association or the EDTL) direct to any Government Agency or other person imposing the charge.

10.3 Stamp duty

(a) For the avoidance of doubt, the Territory must pay any stamp duty assessed on this Housing Management Agreement.

Viewed at 12:10:18 on 26/10/2016 by 32GPL.

11. GST

(a) Unless otherwise indicated, all consideration for any supply made under this Housing Management Agreement is exclusive of any GST imposed on the supply.

(b) Subject to this clause 11, if one party (**supplier**) makes a taxable supply under this Housing Management Agreement to the other party (**recipient**), the recipient on receipt of a tax invoice from the supplier must pay without setoff an additional amount to the supplier equal to the GST imposed on the supply in question.

(c) No party may claim or retain from another party any amount in relation to a supply made under this Housing Management Agreement for which the first party can obtain an input tax credit or decreasing adjustment.

12. Use of Land

12.1 Permitted Use

The Territory must only use, and permit the use of, the Land:

(a) consistent with the purpose of the Lease; and

(b) for the purpose of the provision of community or public housing services and related Infrastructure (and all purposes incidental thereto)

(**Permitted Use**). At the Commencement Date the purpose of the Lease is Aboriginal Communal Purposes.

12.2 Compliance with Laws and Planning Scheme

The Territory must comply with all Laws and any Planning Scheme which affect or relate to the Land and the use or occupation of the Land and its Improvements regardless of whether the Law or Planning Scheme requires any, or any combination, of the Territory, the EDTL and the Association or any Third Party to take action, except to the extent that such compliance requires the Territory to undertake structural alterations or additions to Existing Improvements, unless such structural alterations or additions are occasioned or required by reason of:

(a) the nature of the particular business conducted by the Territory in or on the Land; or

(b) any negligence or default of the EDTL.

12.3 Compliance with Lease

(a) If the Lease or Sublease (including clause 17 (Use of Living Area) of the Sublease) restricts or places conditions on any Development, the Territory must comply with those restrictions and conditions as if they were restrictions or conditions under this Housing Management Agreement.

(b) If the Lease places any obligations on the Association, the Territory must comply with those obligations as if they were obligations under this Housing Management Agreement.

Viewed at 12:10:18 on 26/10/2016 by 32GPL.

(c) Clause 12.3(b) does not apply to any obligations in the Lease that require the Association to pay rent or other monies except as otherwise expressly provided in this Housing Management Agreement.

12.4 Compliance with notices

The Territory must comply with all notices, orders and directions issued or given by a Government Agency which affect or relate to the Land or the use or occupation of the Land regardless of whether the notice, order or direction is addressed to or requires compliance by any, or any combination, of the Territory, the EDTL and the Association or any Third Party except:

(a) to the extent that the Association or EDTL is required to comply with any Law; or

(b) to the extent that compliance with the obligation in this clause 12.4 requires the Territory to undertake structural alterations or additions to Existing Improvements, unless such structural alterations or additions are occasioned or required by reason of:

(i) the nature of the particular business conducted by the Territory in or on the Land; or

(ii) any negligence or default of the Territory.

12.5 Notices

A Party which receives a notice, order or direction from a Government Agency which affects or relates to the Land or the use or occupation of the Land must promptly give a copy of that notice, order or direction to the other Parties.

12.6 Roads

The Parties acknowledge that the general Laws of the Northern Territory, or a local government body of the Northern Territory, in relation to the use of public roads should apply to all roads in the Living Area generally used by the occupants of the Living Area, and will make no objection or claim to compensation if those Laws do apply.

13. The Territory's release

13.1 Risk

The Territory:

(a) uses and occupies the Land;

(b) uses the Existing Improvements; and

(c) uses all Services,

at the Territory's own risk.

Viewed at 12:10:18 on 26/10/2016 by 32GPL.

13.2 The Territory releases the EDTL

(a) The Territory releases the EDTL and the EDTL's Agents to the full extent permitted by Law from all claims, liabilities, actions, suits, demands, costs and expenses of every kind resulting from any:

(i) loss of or damage to any property in the Land;

(ii) death or injury of any person occurring on any part of the Land;

(iii) act or omission of the EDTL or the EDTL's Agents in the Land; and

(iv) failure of any of the Services.

(b) The Territory releases and forever discharges the EDTL from any and all liability arising from any disruption to the Territory's use of the Land arising from Works validly undertaken pursuant to clauses 2.2, 8.3(a) and 8.4 including but not limited to any claim for the EDTL's breach of the covenant of quiet enjoyment.

(c) This release will not apply to the extent that any claim, liability, action, suit, demand, cost or expense is caused directly by a deliberate or negligent act or omission of the EDTL or the EDTL's Agents or a breach of the Housing Management Agreement by the EDTL.

14. Insurance

14.1 Obligation to insure the Improvements

The Territory must effect and maintain insurance to cover the Improvements:

(a) against loss destruction or damage for not less than $10,000,000 for any one occurrence; and

(b) with cover which extends to include claim contingencies covering removal of debris or demolition costs and professional fees of not less than $2,000,000 for any one occurrence.

14.2 Obligation to insure for public liability

The Territory must effect and maintain insurance with a limit of not less than $20,000,000 for any one occurrence to cover:

(a) Personal Injury; and

(b) loss destruction or damage to any property.

14.3 Periods of insurance

The insurances referred to in this clause 14 must be:

(a) in force at the Commencement Date;

(b) maintained effective until the expiration or earlier determination of this Housing Management Agreement;

Viewed at 12:10:18 on 26/10/2016 by 32GPL.

(c) maintained for the whole of the Land for the duration of the Territory's occupation of the Land; and

(d) with an insurer approved by the EDTL.

14.4 Insurers and policies

(a) The Territory must:

(i) not alter any insurance policy required under this clause 14 during the Term to the extent such alteration results in the insurance not complying with this clause 14; and

(ii) give immediate notice to the EDTL of any cancellation of any policy.

(b) The EDTL reserves the right to require the Territory to effect and maintain additional insurance or to increase the amount of existing insurance from time to time during the Term where a reasonable requirement to do so can be demonstrated and such insurance is available in the commercial insurance market on commercially reasonable terms and conditions.

(c) All policies of insurance must note the interest of the EDTL.

14.5 The Territory to satisfy itself

The Territory must take responsibility itself for deciding whether to insure any risks which have not been covered by the policies referred to in this clause 14 or to cover any exclusions, conditions or excesses in the policies which it may wish to insure against or cover.

14.6 Insurance policies to waive rights of subrogation

The Territory must ensure that each policy of insurance effected and maintained pursuant to this clause 14 provides that the insurer waives all rights remedies or relief to which it might become entitled by way of subrogation to the Territory as against the EDTL and any successors.

14.7 No limitation

This clause 14 does not detract from any of the Territory's obligations under this Housing Management Agreement.

14.8 Association to prove currency of insurance

The Territory must produce to the EDTL, if required by the EDTL, reasonable proof of the currency of any of the insurances required by this clause 14.

14.9 The Territory's insurance

(a) The Territory confirms that it is a self-insured entity and will remain so for the Term.

(b) The EDTL acknowledges that while the Territory remains self-insured it is not obliged to take out separate policies of insurance to satisfy its obligations under this clause 14.

Viewed at 12:10:18 on 26/10/2016 by 32GPL.

15. Reinstatement

15.1 No obligation to reinstate

Subject to clause 8, neither the EDTL or the Territory has any obligation to reinstate the Land if at any time during the Term any part of the Land is wholly or partly damaged or destroyed or becomes unfit for, or incapable of use or occupation.

15.2 No right to damages

The Territory will not have any right, action or claim for loss, damage or compensation against the EDTL or the EDTL's Agents as a result of damage to or destruction of any part of the Land except to the extent that the damage or destruction is caused or contributed to by a wilful or negligent act or omission of the EDTL or the EDTL's Agents.

16. EDTL's obligations

16.1 Quiet enjoyment

In consideration for the Territory complying with this Housing Management Agreement, the Territory may, subject to any Registered Interest or Right of Occupation, peaceably hold and quietly enjoy the Land during the Term without disturbance or interruption from or by the EDTL or any other person or persons claiming under the EDTL during the Term.

16.2 Produce certificates

The EDTL will procure the production of all necessary certificates as to title upon demand by the Territory to facilitate the registration of this Housing Management Agreement, any Land Underlease and any Land Licence granted by the Territory or any transfer, variation, mortgage, underlease, surrender or other dealing with or involving a Land Underlease or Land Licence.

17. Default

17.1 Occurrence of Default Event

If a Default Event occurs the EDTL may give the Territory a notice in writing:

(a) specifying that a Default Event has occurred;

(b) setting out reasonable details of the event or circumstance constituting the Default Event; and

(c) in the case of a Default Event other than a Financial Default, specifying the Cure Period.

17.2 Financial Default

(a) If the Territory commits a Financial Default and fails to remedy the breach within 40 Business Days after receiving the Default Notice, the EDTL may terminate this Housing Management Agreement 40 Business Days after giving notice of intention to terminate to the Territory subject to clause 17.2(b).

Viewed at 12:10:18 on 26/10/2016 by 32GPL.

(b) The EDTL may not give written notice of intention to terminate to the Territory until it has exhausted the procedures in clause 21.

17.3 Remedies for other Default Events

(a) If the Territory commits a Default Event, other than a Financial Default, then within 20 Business Days of receipt of the Default Notice, the Territory must provide to the EDTL a Cure Plan in respect of that Default Event. The EDTL must not unreasonably refuse a request by the Territory for an extension of time to prepare the Cure Plan.

(b) Following receipt of a Default Notice, the Territory will be permitted to cure the Default Event within the Cure Period and, if applicable, in accordance with the Cure Plan.

(c) If the Territory requires an extension to the Cure Period it may, not later than the expiration of the current Cure Period, provide to the EDTL:

(i) a revised Cure Plan; and

(ii) evidence that:

(A) the Territory has diligently pursued and is continuing to diligently pursue a feasible and practicable programme of rectification; and

(B) the Default Event cannot be (or could not have been), with reasonable diligence, cured within the current Cure Period.

(d) The EDTL must not unreasonably refuse to grant an extension of the Cure Period.

(e) The provisions of this clause 17.3 do not limit or reduce the rights of the EDTL to claim damages for breach of this Housing Management Agreement.

17.4 Remedies for Termination Event

(a) If a Termination Event occurs, then the EDTL will be entitled to:

(i) terminate this Housing Management Agreement 40 Business Days after service of written notice of intention to terminate to the Territory subject to clause 17.4(b); and

(ii) exercise all legal and equitable rights and remedies available to the EDTL (whether under this Housing Management Agreement or otherwise).

(b) If the Termination Event that occurs falls within the scope of paragraph (b) of the definition in clause 1.1 (that is, a fundamental breach of this Housing Management Agreement) and is capable of being remedied, the EDTL may not terminate this Housing Management Agreement if the EDTL, acting reasonably, is satisfied that such breach has been remedied by the Territory prior to the expiration of the notice period specified in clause 17.4(a)(i).

Viewed at 12:10:18 on 26/10/2016 by 32GPL.

17.5 Waiver

If this Housing Management Agreement, or the Territory's right to occupy the Land is terminated for any reason, the Territory waives any rights it might otherwise have to pursue a claim of restitution of any kind including, without limitation, a claim of unjust enrichment.

17.6 Consequences of termination

Upon termination of this Housing Management Agreement, or the Territory's right to occupy the Land (whether through default or expiry or otherwise), the rights and obligations of the Parties will cease except for:

(a) any obligations arising or rights accrued as a result of an existing breach of this Housing Management Agreement; and

(b) any obligations which are expressed to continue in accordance with the terms of this Housing Management Agreement.

18. Overholding

If the Territory remains in occupation of the Land without objection by the EDTL following the expiration or earlier determination of this Housing Management Agreement, then:

(a) the Territory will be deemed to be a monthly tenant upon the same terms and conditions as are contained in this Housing Management Agreement so far as they are applicable to such a tenancy; and

(b) such a tenancy will be determinable by either Party on 1 month's prior written notice.

19. Housing Management Agreement ends if Sublease ends

This Housing Management Agreement will automatically end if the Sublease ends for any reason and this Housing Management Agreement is not novated or assigned pursuant to clause 26.3 of the Sublease. If this Housing Management Agreement ends under this clause, this does not affect rights that arise before, or because of, the ending of this Housing Management Agreement.

20. Obligations on expiration or termination

20.1 Return of Land

The Territory must return the Land to the EDTL at the expiration, surrender or earlier determination of the Territory's occupancy of the Land in a condition consistent with its obligations under this Housing Management Agreement.

20.2 Novation of agreements

(a) Subject to clause 20.3, upon the expiration or earlier determination of this Housing Management Agreement the Territory must, upon the request of the EDTL, use all reasonable endeavours to novate or assign to the EDTL or the EDTL's nominee without payment:

Viewed at 12:10:18 on 26/10/2016 by 32GPL.

(i) any service or maintenance agreement relating to the Land, Improvements or Services (or any part of it) or the benefit of any such agreement; and

(ii) any other agreement solely relating to the Land (or any part of it) or the benefit of any such agreement.

(b) Nothing in this clause 20.2 requires the EDTL to request the novation or assignment of any agreement.

20.3 Novation of Tenancy Agreements, Land Underleases and Land Licences

Prior to or upon the early determination of this Housing Management Agreement:

(a) the Territory must use all reasonable endeavours to novate or assign all Tenancy Agreements, Land Underleases and Land Licences to the EDTL; and

(b) the EDTL must use all reasonable endeavours to enable the Territory to novate or assign all Tenancy Agreements, Land Underleases and Land Licences to the EDTL.

21. Dispute resolution

21.1 Procedure to resolve disputes

If there is a dispute between the Parties relating to or arising out of this Housing Management Agreement, the Parties must use reasonable endeavours acting in good faith to settle the dispute as soon as practicable.

21.2 Continue to perform

Notwithstanding the existence of a dispute, each Party must continue to perform its obligations under this Housing Management Agreement.

22. General

22.1 Amendments

The Parties may from time to time by agreement in writing, amend or vary the provisions of this Housing Management Agreement.

22.2 Nature of obligations

(a) Any provision in this Housing Management Agreement which binds more than one person binds all of those persons jointly and each of them severally.

(b) Each obligation imposed on a Party by this Housing Management Agreement in favour of another is a separate obligation.

22.3 Entire understanding

(a) This Housing Management Agreement contains the entire understanding between the Parties concerning the subject matter of the Housing

Viewed at 12:10:18 on 26/10/2016 by 32GPL.

Management Agreement and supersedes all prior communications between the Parties.

(b) Each Party acknowledges that, except as expressly stated in this Housing Management Agreement, that Party has not relied on any representation, warranty or undertaking of any kind made by or on behalf of the other Party in relation to the subject matter of this Housing Management Agreement.

22.4 No adverse construction

This Housing Management Agreement is not to be construed to the disadvantage of a Party because that Party was responsible for its preparation.

22.5 Further assurances

A Party, at its own expense and within a reasonable time of being requested by another Party to do so, must do all things and execute all documents that are reasonably necessary to give full effect to this Housing Management Agreement.

22.6 No waiver

(a) A failure, delay, relaxation or indulgence by a Party in exercising any power or right conferred on the Party by this Housing Management Agreement does not operate as a waiver of the power or right.

(b) A single or partial exercise of the power or right does not preclude a further exercise of it or the exercise of any other power or right under this Housing Management Agreement.

(c) A waiver of a breach does not operate as a waiver of any other breach.

22.7 Severability

If any provision of this Housing Management Agreement is void, voidable by any party, unenforceable or illegal, it shall be read down so as to be valid and enforceable or if it can not be so read down, the provision (or where possible the offending words), shall be severed from this Housing Management Agreement without affecting the validity, legality or enforceability of the remaining provisions (or parts of those provisions) of this Housing Management Agreement which will continue in full force and effect.

22.8 Successors and assigns

This Housing Management Agreement binds and benefits the Parties and their respective successors and permitted assigns under clause 22.9.

22.9 No assignment without consent of other Parties

A Party cannot assign or otherwise transfer the benefit of this Housing Management Agreement without the prior written consent of each other Party.

22.10 Consents and approvals

Where anything depends on the consent or approval of a Party then, unless this Housing Management Agreement provides otherwise, that consent or approval

Viewed at 12:10:18 on 26/10/2016 by 32GPL.

may be given conditionally or unconditionally or withheld, in the absolute discretion of that Party.

22.11 Costs

Each Party must pay its own legal costs of and incidental to the preparation and completion of this Housing Management Agreement.

22.12 Governing law and jurisdiction

(a) This Housing Management Agreement is governed by and must be construed in accordance with the laws in force in the Northern Territory.

(b) The Parties submit to the exclusive jurisdiction of the courts of that Territory and the Commonwealth of Australia in respect of all matters arising out of or relating to this Housing Management Agreement, its performance or subject matter.

22.13 Notices

Any notice or other communication to or by a Party under this Housing Management Agreement:

(a) may be given by personal service, pre-paid registered post or facsimile;

(b) must be in writing, legible and in English addressed (depending on the manner in which it is given) as set out in Item 4 of the Schedule or to any other address last notified by the Party to the sender by notice given in accordance with this clause;

(c) in the case of a corporation, must be signed by an officer or authorised representative of the sender or in accordance with section 127 of the Corporations Act or section 99-5 of the CATSI Act; and

(d) is deemed to be given by the sender and received by the addressee:

(i) if delivered in person, when delivered to the addressee;

(ii) if posted, 2 Business Days (or 6 Business Days, if posted outside Australia) after the date of posting to the addressee whether delivered or not; or

(iii) if sent by facsimile transmission, on the date and time shown on the transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety and in legible form to the facsimile number of the addressee notified for the purposes of this clause,

but if the delivery or receipt is on a day which is not a Business Day or is after 4.00 pm (addressee's time), it is deemed to have been received at 9.00 am on the next Business Day.

22.14 Counterparts

If this Housing Management Agreement consists of a number of signed counterparts, each is an original and all of the counterparts together constitute the same document.

Viewed at 12:10:18 on 26/10/2016 by 32GPL.

22.15 Conflicting provisions

If there is any conflict between the main body of this Housing Management Agreement and any schedules or annexures comprising it, then the provisions of the main body of this Housing Management Agreement prevail.

22.16 Non merger

A term or condition of, or act done in connection with, this Housing Management Agreement does not operate as a merger of any of the rights or remedies of the Parties under this Housing Management Agreement and those rights and remedies continue unchanged.

22.17 No right of set-off

Unless this Housing Management Agreement expressly provides otherwise, a Party has no right of set-off against a payment due to another Party.

22.18 Payment of interest

Any provision expressed or implied in this Housing Management Agreement obliging the Territory to pay interest on any moneys including the Housing Management Agreement Payment has no effect.

22.19 Relationship of Parties

Unless this Housing Management Agreement expressly provides otherwise, nothing in this Housing Management Agreement may be construed as creating a relationship of partnership, of principal and agent or of trustee and beneficiary.

22.20 Residential Tenancies Act

(a) Notwithstanding any other clause in this Housing Management Agreement, if the Territory or a Tenant does any act in relation to a Tenancy Agreement or a Tenant's Right of Occupation which is required under the *Residential Tenancies Act* (NT), that act does not constitute a breach of this Housing Management Agreement.

(b) If the EDTL exercises a right of access to the Land under this Housing Management Agreement, the EDTL may only access an individual housing lot on the Land provided that such access would not put the Territory in breach of its obligations under any Tenancy Agreement or Tenant's Right of Occupation applicable to that individual housing lot.

22.21 Compliance with Sublease

Notwithstanding any other clause in this Housing Management Agreement, the Territory agrees to do all things necessary to enable the EDTL to comply with its obligations under clause 10.8 (Amendments and termination) of the Sublease.

Viewed at 12:10:18 on 26/10/2016 by 32GPL.

Schedule - Housing Management Agreement particulars

Item:		Particulars:
1.	**Living Area** (clause 1.1)	The whole of the land described in Certificate of Title Volume 622 Folio 183, being Lots 1733, 3702 and 3704 Town of Alice Springs on plan S72/098 a copy of which is annexed at Annexure 1.
2.	**Land** (clause 1.1)	The whole of the Living Area.
3.	**Commencement Date** (clause 1.1)	The date of commencement of the Sublease, being 3 December 2009
4.	**Notices** (clause 22.13)	If to the EDTL: **By Hand** The Executive Director of Township Leasing Level 1 60 Smith Street Darwin NT 0800 **By Post** The Executive Director of Township Leasing GPO Box 3671 Darwin NT 0801
		If to the Territory: **By Hand** Executive Director Land Services 8th Floor, 38 Cavenagh Street Darwin NT 0801 **By Post** Executive Director Land Services GPO Box 1680 Darwin NT 0801 **By Facsimile** Facsimile: (08) 8999 6055

Viewed at 12:10:18 on 26/10/2016 by 32GPL.

Executed as a deed.

Executed by the **Executive Director of Township Leasing** for and on behalf of the **Commonwealth of Australia** in the presence of:

.....
Signature of qualified witness

Kym Lockley
.....
Name of qualified witness (please print)

Solicitor
.....
Qualification

Phone: (02) 61214223
Address: L3 16 Bowes St
.....Woden A.C.T.....
Contact details of qualified witness

.....
Signature of Executive Director of Township Leasing

Pat Watson
.....
Name (please print)

3/12/2009
.....
Execution Date

Viewed at 12:10:18 on 26/10/2016 by 32GPL.

SIGNED by the **Chief Executive Officer** of the **Department of Planning and Infrastructure** for and on behalf of the **Northern Territory Of Australia** pursuant to a delegation under the *Contracts Act* in the presence of:

Witness

Signature

Jackie Antoun

Print name

Richard Hancock

Print name

A Practitioner of the Supreme Court of the Northern Territory of Australia

Position 68 The Esplanade, Darwin NT
Ph: (08) 8935 7809

3/12/09

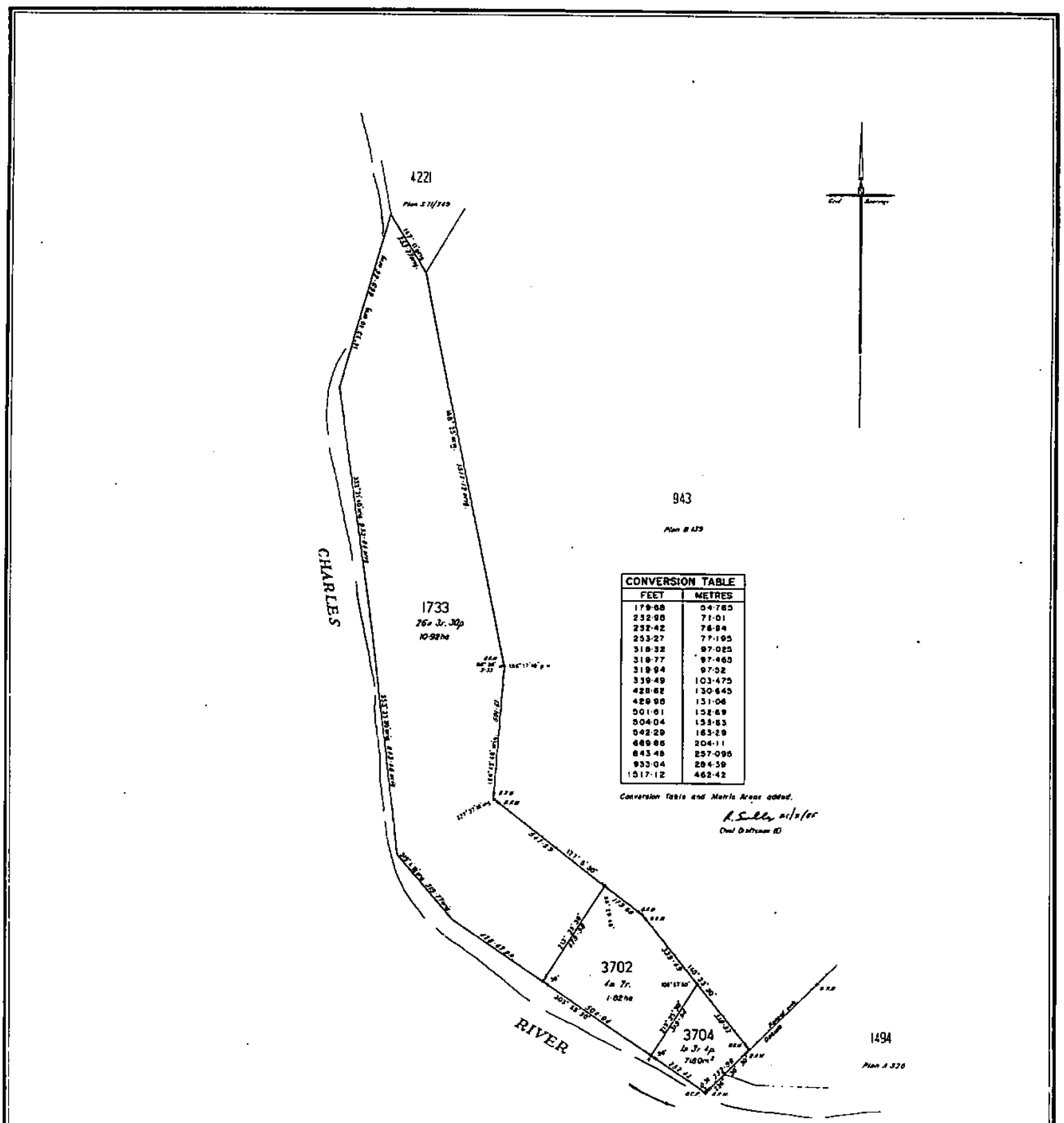
Date

Viewed at 12:10:18 on 26/10/2016 by 32GPL.

Annexure 1 - Living Area

Viewed at 12:10:18 on 26/10/2016 by 32GPL.

Survey Plan S 72/098



COPY TO L.T.O. 15.11.77. AMENDED COPY TO LTO. 26·2·85 4/3/85

Viewed at 14:05:28 on 18/05/2009 by 69AGS.

Viewed at 12:10:18 on 26/10/2016 by 32GPL.

MINISTER FOR PLANNING AND LANDS

PARLIAMENT HOUSE
STATE SQUARE
DARWIN NT 0800

GPO BOX 3146
DARWIN NT 0801
TELEPHONE: (08) 8901 4047
FACSIMILE: (08) 8901 4169

Mr Pat Watson
Executive Director of
Township Leasing
PO Box 7788
CANBERRA MAIL CENTRE ACT 2610

Pat

Dear Mr Watson

I refer to your letter seeking consent to register a sub-sub lease over Special Purposes Lease 493, 412, 550, 543, 536, 438, 426, 459, 409, 450, 554, 473 and Crown Leases Perpetual 1111 and 1112.

I am pleased to advise that, in accordance with my powers under section 6 of the *Special Purposes Leases Act* and section 47 of the *Crown Lands Act* I consent to the registration of the sub-sub leases over the above leases.

Proposed Lessee:	Northern Territory of Australia (Department of Planning and Infrastructure)
Lease Details:	As per schedule at Attachment A

Yours sincerely

DELIA LAWRIE

29-7-09

Northern Territory Government

LEASE DETAILS - ATTACHMENT A

LOT NO	LEASE	PERMITTED USE
5713	SPL 493	Aboriginal communal living
7850	CLP 1111	Aboriginal residential housing area
5146	SPL 412	Aboriginal communal purpose
5708	SPL 550	Aboriginal communal living
3701	CLP 1112	Aboriginal residential living and ancillary
2664	SPL 543	Aboriginal communal living
5195	SPL 536	Aboriginal communal living
5150	SPL 438	Aboriginal settlement, camping and ancillary
3702	SPL 426	Aboriginal communal purposes
3704	SPL 426	Aboriginal communal purposes
1733	SPL 426	Aboriginal communal purposes
5180	SPL 459	Aboriginal communal living
5135	SPL 409	communal settlement
5123	SPL 554	Aboriginal communal living, craft complex and ancillary
5149	SPL 450	Aboriginal communal purposes
5189	SPL 473	Aboriginal communal living area

00347406

DEPARTMENT OF JUSTICE (ABN 84 085 734 992)
REGISTRAR-GENERAL'S OFFICE
NICHOLS PLACE
GPO BOX 3021
DARWIN NT 0801
Enquiries : 8999 6252

4 OF 18

Priority of Lodgement	1

TAX INVOICE (RECEIPT) - OFFICE COPY

Lodging Party:
AUSTRALIAN GOVERNMENT SOLICITO
GPO BOX 4700
DARWIN 0801

Customer Code: AGSA
Self Assessing Code: N

Date of Issue 08/06/2010
at 10:59
by KRIS

Application # 00203134

Document Delivery:
AUSTRALIAN GOVERNMENT SOLICITO
GPO BOX 4700
DARWIN 0801

Lodgement No 728359

If paper title exists enter

Volume _____

Folio _____

Description	GST Incl Amount
UNDERLEASE (LOT 1733,3702,3704 / ALICE SPRINGS)	155.00

3048/10

Total Cost excl GST	$155.00
Total GST	$0.00
Total Invoice	$155.00

Payment Details

CHEQUE (004370 RBA CANBERRA (092009))

1/23

Date Registered: 09/06/2010 **Volume** 747 **Folio** 787
Duplicate Certificate as to Title issued? No

SEARCH CERTIFICATE

SPECIAL PURPOSES LEASE 00426

Lot 1733 Town of Alice Springs from plan(s) S 72/098
Lot 3702 Town of Alice Springs from plan(s) S 72/098
Lot 3704 Town of Alice Springs from plan(s) S 72/098
Area under title is 13 hectares 4500 square metres

Owner:
Anthelk-Ewlpaye Association Incorporated
of PO Box 8070, Alice Springs NT 0871

Registered Date	Dealing Number	Description
		Previous title is **Volume** 622 **Folio** 183
09/06/2010	728359	Underlease to Northern Territory of Australia - expiring 02/12/2012 (728336)
09/06/2010	728336	Sublease to Executive Director of Township Leasing - expiring 02/12/2049

End of Dealings

Commencement Date: 12 August 1977

Expiry Date: In Perpetuity

Reservations:

(a) A right of entry in favour of the Administrator or an officer authorised in writing by the Administrator, at all reasonable times and in any reasonable manner, to enter upon the leased land or any part of it and to inspect the leased land or any part of it and any improvements on it.

(b) All minerals and mineral substances in or on the leased land including gold, silver, copper, tin, other metals, ores, and substances containing metals, gems, precious stones, coal, shale, mineral oils and valuable earths or substances, together with the right to authorise any persons to enter upon the land to mine, work for, win, recover and remove them or any of them and to do all things necessary or convenient for those purposes.

(c) A power of resumption.

(d) A right of entry and inspection for the purposes of providing and maintaining water, sewer, electricity and other services on the leased land or on other lands.

Provisions:

To hold unto the lessee in perpetuity yielding and paying therefor an annual rental of ten cents if and when demanded by the Minister subject to re-appraisement in accordance with section 11A of the Special Purposes Leases Act.

And it is hereby declared that -

The lessee, having paid all rent due under this lease, may at any time surrender this lease in accordance with the provisions of the Special Purposes Leases Act and the Regulations thereunder.

If the rent (other than the rent for the first year) is not paid on or before the expiry of three months from the date on which it becomes payable by the lessee, an additional amount (which shall be deemed to be recoverable as rent) at the rate of five per centum per annum from the expiry of that period shall become payable by the lessee in respect of the rent overdue, if demanded by the Administrator.

Date Registered: 09/06/2010 **Volume** 747 **Folio** 787

Duplicate Certificate as to Title issued? No

This lease is granted under and subject to the Special Purposes Leases Act and the Regulations for the time being in force thereunder and is conditional upon compliance by the lessee with the covenants and conditions to be complied with by the lessee and may, subject to the Special Purposes Leases Act and the Regulations, be forfeited for non-compliance with any such covenant or condition.

Covenants:

The lessee covenants with the said Minister as follows-

1. That the lessee will pay the rent annually in advance.

2. That the lessee will use the land only for the purposes for which it is leased; viz: Aboriginal Communal Purposes.

3. That the lessee will pay all rates and taxes which may at any time become due in respect of the leased land.

4. That the lessee will observe and comply with the Regulations under the Special Purposes Leases Act for the time being in force.

5. That the lessee will by the fifteenth day of October, 1978 or within such further time as may be approved in writing by the Administrator for that purpose commence to erect improvements on the leased land suitable to the purpose of the lease and in accordance with plans and specifications prepared by the lessee and previously submitted to and approved in writing by the Administrator. Improvements to the value of sixty thousand dollars shall be made by the fifteenth day of October, 1979 or within such further time as may be approved in writing by the Administrator and completion of all improvements to the total value of not less than three hundred thousand dollars shall be made by the fifteenth day of October, 1982 or within such further time as may be approved in writing by the Administrator and will be made in accordance with any Act, Ordinance or Regulation and shall thereafter maintain and repair and keep in repair all such improvements to the satisfaction of the Administrator.

6. That the lessee will submit detailed sketch plans for the development of the site to the Urban Development and Town Planning Branch of the Department of the Northern Territory for approval prior to the commencement of development. Such plans will contain all details of intended improvements and proposed landscaping.

7. That the leased land shall be dust suppressed and drained for stormwater to the satisfaction of the Administrator by the fifteenth day of October, 1979 or within such further time as may be approved by the Administrator and all such works shall thereafter be maintainted to the satisfaction of the Administrator.

8. That all internal roads and pathways shall be well drained and of good all weather construction and shall be maintained to the satisfaction of the Administrator.

9. That all water and sewerage works shall be carried out in accordance with the standards required by the Local Authority and the Department of Health. The disposal of garbage, sewage, waste water and sullage within the boundaries of the site must accord with the requirements of the Department of Health.

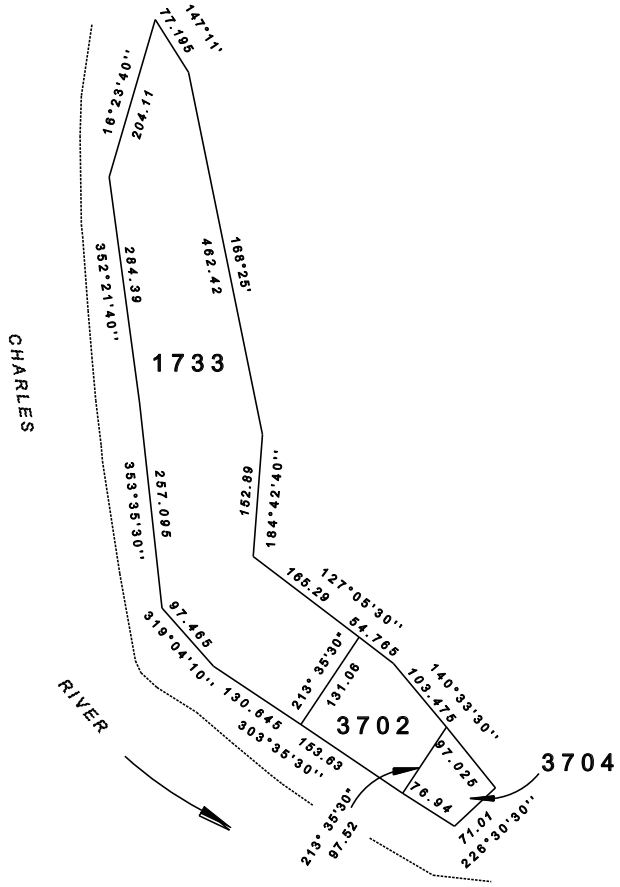
10. That adequate fire fighting equipment shall be provided on the site and shall be easily accessible from any development. Such equipment shall be approved by the Local Authority and thereafter maintained to the satisfaction of the Administrator.

11. That for every ten individual camp sites or part thereof there shall be provided the following minimal facilities - 1 water point 1 water closet for use by males 1 urinal 1 water closet for use by females 1 shower with hot and cold water, for use by males 1 shower with hot and cold water, for use by females 1 handbasin with hot and cold water for each water closet provided 1 wash trough with hot and cold water

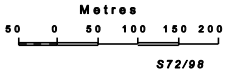
13. That all electrical reticulation must conform to the following regulations:- (a) S.A.A. Code CC7, 1966 (b) Australian Standard 3000, Pt 1 1976 S.A.A. Wiring Rules (c) NT Electrical Supply Regulation No. 11, 1953.

Date Registered: 09/06/2010 **Volume** 747 **Folio** 787

Duplicate Certificate as to Title issued? No







NORTHERN TERRITORY OF AUSTRALIA

Record of Administrative Interests and Information

Record of Administrative Interests and Information
The information contained in this record of Administrative Interests only relates to the below parcel reference.

Parcel Reference: Lot 01733 Town of Alice Springs plan(s) S 72/098

(See section 38 of the Land Title Act)

Note: The Record of Administrative Interests and Information is not part of the Land Register and is not guaranteed by the Northern Territory of Australia, and the NT Government accepts no Liability for any omission, misstatement or inaccuracy contained in this statement.

Registrar General

Government Land Register
(none found)

Custodian - Registrar General (+61 8 8999 6252)

Current Title
CUFT 747 787 (order 1)

Tenure Type
SPECIAL PURPOSES LEASE 426

Tenure Status
Current

Area Under Title
13 hectares 4500 square metres

Owners
Anthelk-Ewlpaye Association Incorporated
PO Box 8070, Alice Springs NT 0871

Easements
(none found)

Scheme Name
(none found)

Scheme Body Corporate Name
(none found)

Reserved Name(s)
(none found)

Unit Entitlements
(none found)

Transfers
(none found)

Tenure Comments
(none found)

Historic Titles
CUFT 622 183 (order 1)
CUCL 153 068 (order 2)
CUCL 153 068 (order 1)
Visit the website http://www.nt.gov.au/justice/bdm/land_title_office/

Custodian - Surveyor General (+61 8 8995 5362)

Address
STUART

Survey Plan
S 72/098

Survey Status
Approved

Parcel Status
CURRENT

Parcel Area
10 hectares, 9200 square metres

Map Reference
Code 010 Scale 2500 Sheet 30.33
Code 010 Scale 2500 Sheet 30.34

Parent Parcels
(none found)

Parcel Comments
COMMUNITY PURPOSES. REZONED FROM CAMP AREA TO SPEC SERV SITE NTG G13/77. PT LOTS 3702, 4221. INTERNAL ROADS NAMED NTG G33 17/08/2011. SEE 92/9249 FOLIOS 135-139 FOR ALLOCATION OF LOTS 10214-10217 AS PART OF KUNOTH AND CHARLES RIVER CAMP NUMBERING UNDER THE TERRRITORY ALLIANCE PROJECT. HOPPY'S CAMP VSAPA MANAGEMENT AREA NTG G12 21/03/2012. ADMINISTRATIVE LOTS 10214 TO 10217 AND 10305 TO 10328 - S2012/14A AND B.

Survey Comments
(none found)

Proposed Easements
(none found)

Municipality
ALICE SPRINGS MUNICIPALITY

Region
ALICE SPRINGS

Custodian - Valuer General (+61 8 8943 9193)

Owner's Last Known Address

CEO Housing & Department of Lands and Planning, ATTENTION: CHIEF FINANCE OFFICER, GPO BOX 4621, DARWIN NT 0801

Parcels in Valuation

Lot 01733 Town of Alice Springs
Lot 03702 Town of Alice Springs
Lot 03704 Town of Alice Springs

Unimproved Capital Value

$1,000,000 on 01/07/2015
$1,100,000 on 01/07/2012
$1,050,000 on 01/07/2009
$780,000 on 01/07/2006
$600,000 on 01/07/2003
$480,000 on 01/07/2000
$430,000 on 01/07/1997
$378,000 on 01/07/1994
$280,000 on 01/07/1991
$220,000 on 01/01/1989
$100,000 on 01/01/1986
$100,000 on 01/01/1983
$49,500 on 01/07/1980
$16,550 on 14/03/1978

Valuation Improvements

28/05/1990 House x 29
28/05/1990 Hall x 3
28/05/1990 Ablution block x 4
14/03/1978 House

Custodian - Property Purchasing (+61 8 8999 6631)

Acquisitions

(none found)

Custodian - Building Advisory Service (+61 8 8999 8965)

Building Control Areas

BBASP001 - Building Control Area	ALICE SPRINGS BUILDING AREA

Building Permits

Application Number:	32 of 32
Description:	construction of shade structure for park use
Number of Residental Units:	
Australian Bureau of Statistics Type:	(none found)
Building Class:	Non-habitable building
Area:	46 square metres
Certification:	Non-habitable building - Occupancy Permit - *issued on* 28/04/2016

Application Number:	30 of 32
Description:	Refurbishment House 9
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	(none found)
Certification:	Single Dwelling - Full Code - *issued on* 14/12/2011

Application Number:	29 of 32
Description:	Refurbishment - House 22
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	(none found)
Certification:	Single Dwelling - Full Code - *issued on* 14/12/2011

Application Number:	28 of 32
Description:	Refurbishment House 30
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	(none found)
Certification:	Single Dwelling - Full Code - *issued on* 15/11/2011

Application Number:	25 of 32
Description:	Refurbishment of house 29
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	(none found)
Certification:	Single Dwelling - Full Code - *issued on* 14/12/2011

Application Number:	24 of 32

Description:	Refurbishment of house 23
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	(none found)
Certification:	Single Dwelling - Full Code - *issued on* 14/11/2011

Application Number:	23 of 32
Description:	Refurbishment of house 32
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	(none found)
Certification:	Single Dwelling - Full Code - *issued on* 14/11/2011

Application Number:	22 of 32
Description:	House HC 9550 & 9551 - New concrete and steel residential 2 X 2 bedroom duplex (Type H4DAS)
Number of Residental Units:	2
Australian Bureau of Statistics Type:	Semi-detached town house of one storey
Building Class:	Single Dwelling Non-habitable building
Area:	228 square metres
Certification:	Single Dwelling - Full Code - *issued on* 15/12/2011 Non-habitable building - Full Code - *issued on* 15/12/2011

Application Number:	21 of 32
Description:	Refurbishment House 15
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	(none found)
Certification:	Single Dwelling - Full Code - *issued on* 15/11/2011

Application Number:	18 of 32
Description:	Upgrade of house 12 including new kitchens and bathrooms
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling Non-habitable building
Area:	(none found)
Certification:	Single Dwelling - Full Code - *issued on* 15/07/2009 Non-habitable building - Full Code - *issued on* 15/07/2009

Application Number:	17 of 32
Description:	Dwelling alterations to house 10 & 11 including new kitchens, wet areas, floor linings, windows and doors, air conditioning and heating
Number of Residental Units:	1

Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	(none found)
Certification:	Single Dwelling - Full Code - *issued on* 16/11/2010

Application Number:	14 of 32
Description:	DWELLING 32
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	0 square metres
Certification:	Single Dwelling - Full Code - *issued on* 13/02/2003

Application Number:	12 of 32
Description:	TWO DWELLINGS
Number of Residental Units:	0
Australian Bureau of Statistics Type:	(none found)
Building Class:	Single Dwelling
Area:	208 square metres
Certification:	Single Dwelling - Full Code - *issued on* 09/01/1995

Visit the website http://www.nt.gov.au/building/

Custodian - Town Planning and Development Assessment Services (+61 8 8999 6046)

Planning Scheme Zone
CL (Community Living)

Interim Development Control Orders
(none found)

Planning Notes
(none found)

Planning Applications

File Number
PA1986/0071

Type
Development

Date Received
20/02/1986

Application Purpose
DUPLEX THIS SITE IS OFF SCHWARTZ CRESCENT

Application Status
Approved

Other Affected Parcels
(none found)

Instrument Signed
06/03/1986

Instrument Number
DV2108

Instrument Issued
Signed

Instrument Status
Completed

Custodian - Power and Water Corporation (1800 245 092)

Meters on Parcel

Power Water - Electricity	14
Power Water - Water	14

For Account balances, contact the Power and Water Corporation.

Custodian - Pool Fencing Unit (+61 8 8924 3641)

Swimming Pool/Spa Status
(none found)

For more information, contact the Pool Fencing Unit (+61 8 8924 3641).

Custodian - Mines and Energy (+61 8 8999 5322)

For information on possible Exploration Licences, contact Mines & Energy or visit the website http://www.nt.gov.au/d/Minerals_Energy/

For information on possible Petroleum Titles, contact Mines & Energy for further details.

Custodian - NT Environment Protection Authority (+61 8 8924 4218)

Results of site contamination assessment
(none found)

For further information contact Environment Protection Authority or visit the website https://ntepa.nt.gov.au/waste-pollution/contaminated-land

Custodian - Heritage Branch (+61 8 8999 5039)

Heritage Listing:
(none found)

For further information on heritage places contact Heritage Branch or visit the website http://www.dlpe.nt.gov.au/heritage

Other Interests
For Account balances, contact Alice Springs Town Council


ULPAYA ROAD
1733
943
3702
ATYUNPE STREET
ANTHELK-EWLPAYE
5807
3704
10766
ULPAYA ROAD
5793

NORTHERN TERRITORY OF AUSTRALIA

Record of Administrative Interests and Information

Record of Administrative Interests and Information
The information contained in this record of Administrative Interests only relates to the below parcel reference.

Parcel Reference: Lot 03702 Town of Alice Springs plan(s) S 72/098

(See section 38 of the Land Title Act)

Note: The Record of Administrative Interests and Information is not part of the Land Register and is not guaranteed by the Northern Territory of Australia, and the NT Government accepts no Liability for any omission, misstatement or inaccuracy contained in this statement.

Registrar General

Government Land Register
(none found)

Custodian - Registrar General (+61 8 8999 6252)

Current Title
CUFT 747 787 (order 1)

Tenure Type
SPECIAL PURPOSES LEASE 426

Tenure Status
Current

Area Under Title
13 hectares 4500 square metres

Owners
Anthelk-Ewlpaye Association Incorporated
PO Box 8070, Alice Springs NT 0871

Easements
(none found)

Scheme Name
(none found)

Scheme Body Corporate Name
(none found)

Reserved Name(s)
(none found)

Unit Entitlements
(none found)

Transfers
(none found)

Tenure Comments
(none found)

Historic Titles
CUFT 622 183 (order 1)
CUCL 153 068 (order 2)
CUCL 153 068 (order 1)
Visit the website http://www.nt.gov.au/justice/bdm/land_title_office/

Custodian - Surveyor General (+61 8 8995 5362)

Address
STUART

Survey Plan
S 72/098

Survey Status
Approved

Parcel Status
CURRENT

Parcel Area
1 hectares, 8200 square metres

Map Reference
Code 010 Scale 2500 Sheet 30.34
Code 010 Scale 2500 Sheet 30.33

Parent Parcels
(none found)

Parcel Comments
PROP CAMP:S72/098/2 COM PURP REZONED TO SPEC SERV SITENTG 13/77 PT LOT 3702 4221. INTERNAL ROADS NAMED NTG G33 17/08/2011. SEE 92/9249 FOLIOS 135 -139 FOR ALLOCATION OF LOTS 10202-10223 AS PART OF KUNOTH AND CHARLES RIVER CAMP NUMBERING UNDER THE TERRRITORY ALLIANCE PROJECT. ADMINISTRATIVE LOTS 10208 TO 10213, 10218 TO 10223 AND 10304 - S2012/14C.

Survey Comments
(none found)

Proposed Easements
(none found)

Municipality
ALICE SPRINGS MUNICIPALITY

Region
ALICE SPRINGS

Custodian - Valuer General (+61 8 8943 9193)

Owner's Last Known Address
Anthelk-Ewlpaye Association Incorporated, PO BOX 8070, ALICE SPRINGS NT 0871

Parcels in Valuation

Lot 01733 Town of Alice Springs
Lot 03702 Town of Alice Springs
Lot 03704 Town of Alice Springs

Unimproved Capital Value

$1,000,000 on 01/07/2015
$1,100,000 on 01/07/2012
$1,050,000 on 01/07/2009
$780,000 on 01/07/2006
$600,000 on 01/07/2003
$480,000 on 01/07/2000
$430,000 on 01/07/1997
$378,000 on 01/07/1994
$280,000 on 01/07/1991
$220,000 on 01/01/1989
$100,000 on 01/01/1986
$100,000 on 01/01/1983
$49,500 on 01/07/1980
$16,550 on 14/03/1978

Valuation Improvements

28/05/1990 Hall x 3
28/05/1990 Ablution block x 4
28/05/1990 House x 29
14/03/1978 House

Custodian - Property Purchasing (+61 8 8999 6631)

Acquisitions

(none found)

Custodian - Building Advisory Service (+61 8 8999 8965)

Building Control Areas

BBASP001 - Building Control Area	ALICE SPRINGS BUILDING AREA

Building Permits

Application Number:	25 of 25
Description:	construction of shade structure (part of climbing play module)
Number of Residental Units:	
Australian Bureau of Statistics Type:	(none found)
Building Class:	Structure (Fence, Mast)
Area:	7 square metres
Certification:	Structure (Fence, Mast) - Occupancy Permit - *issued on* 28/04/2016

Application Number:	24 of 25
Description:	House 2 refurbishment (Charles Creek Town Camp)
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	(none found)
Certification:	Single Dwelling - Full Code - *issued on* 13/06/2013

Application Number:	23 of 25
Description:	House 17 - Refubishment
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	(none found)
Certification:	Single Dwelling - Full Code - *issued on* 14/11/2011

Application Number:	22 of 25
Description:	House 6 - Refubishment
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	(none found)
Certification:	Single Dwelling - Full Code - *issued on* 14/11/2011

Application Number:	21 of 25
Description:	House 3 - Refubishment
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	(none found)
Certification:	Single Dwelling - Full Code - *issued on* 14/11/2011

Application Number:	20 of 25

Description: House 1 - Refurbishment
Number of Residental Units:
Australian Bureau of Statistics Type: Separate House
Building Class: Single Dwelling
Area: (none found)
Certification: Single Dwelling - Full Code - *issued on* 27/09/2011

Application Number: 19 of 25
Description: Dwelling alterations to house 05 including new kitchens, wet areasm floor linings, windows and doors, air conditioning and heating
Number of Residental Units: 1
Australian Bureau of Statistics Type: Separate House
Building Class: Single Dwelling
Area: (none found)
Certification: Single Dwelling - Full Code - *issued on* 16/11/2010

Application Number: 18 of 25
Description: Dwelling Alterations
Number of Residental Units: 1
Australian Bureau of Statistics Type: Separate House
Building Class: Single Dwelling
Area: (none found)
Certification: Single Dwelling - Full Code - *issued on* 02/07/2009

Application Number: 17 of 25
Description: Duplex dwelling
Number of Residental Units: 2
Australian Bureau of Statistics Type: Semi-detached town house of one storey
Building Class: Single Dwelling
Area: 220 square metres
Certification: Single Dwelling - Full Code - *issued on* 12/10/2007

Application Number: 16 of 25
Description: NEW DWELLING
Number of Residental Units: 1
Australian Bureau of Statistics Type: Flats or units of one to two storeys
Building Class: Single Dwelling
Area: 284 square metres
Certification: Single Dwelling - Full Code - *issued on* 14/11/2003

Application Number: 15 of 25
Description: ALTS TO HOUSE 25,DWELLINGS 7 & 8
Number of Residental Units: 1
Australian Bureau of Statistics Type: Separate House
Building Class: Single Dwelling
Area: 0 square metres
Certification: Single Dwelling - Full Code - *issued on* 23/01/2002

Application Number:	12 of 25
Description:	ADDITION TO ARTS & CRAFTS FACILIT
Number of Residental Units:	0
Australian Bureau of Statistics Type:	(none found)
Building Class:	Assembly building
Area:	140 square metres
Certification:	Assembly building - Full Code - *issued on* 28/06/1995

Visit the website http://www.nt.gov.au/building/

Custodian - Town Planning and Development Assessment Services (+61 8 8999 6046)

Planning Scheme Zone
CL (Community Living)

Interim Development Control Orders
(none found)

Planning Notes
(none found)

Planning Applications

File Number
PA2006/1042

Type
Compliance Check

Date Received
07/12/2006

Application Purpose
Duplex

Application Status
Approved

Other Affected Parcels
(none found)

Instrument Signed

Instrument Number

Instrument Issued
Not Complete

Instrument Status
Completed

File Number
PA1982/0130

Type
Development

Date Received
05/03/1982

Application Purpose
2 DUPLEXES

Application Status
Approved

Other Affected Parcels
(none found)

Instrument Signed
26/03/1982

Instrument Number
DV0557

Instrument Issued
Signed

Instrument Status
Current

Custodian - Power and Water Corporation (1800 245 092)

Meters on Parcel

Power Water - Electricity	16
Power Water - Water	11

For Account balances, contact the Power and Water Corporation.

Custodian - Pool Fencing Unit (+61 8 8924 3641)

Swimming Pool/Spa Status
(none found)

For more information, contact the Pool Fencing Unit (+61 8 8924 3641).

Custodian - Mines and Energy (+61 8 8999 5322)

For information on possible Exploration Licences, contact Mines & Energy or visit the website http://www.nt.gov.au/d/Minerals_Energy/

For information on possible Petroleum Titles, contact Mines & Energy for further details.

Custodian - NT Environment Protection Authority (+61 8 8924 4218)

Results of site contamination assessment
(none found)

For further information contact Environment Protection Authority or visit the website https://ntepa.nt.gov.au/waste-pollution/contaminated-land

Custodian - Heritage Branch (+61 8 8999 5039)

Heritage Listing:
(none found)

For further information on heritage places contact Heritage Branch or visit the website http://www.dlpe.nt.gov.au/heritage

Other Interests

For Account balances, contact Alice Springs Town Council



NORTHERN TERRITORY OF AUSTRALIA

Record of Administrative Interests and Information

Record of Administrative Interests and Information
The information contained in this record of Administrative Interests only relates to the below parcel reference.

Parcel Reference: Lot 03704 Town of Alice Springs plan(s) S 72/098

(See section 38 of the Land Title Act)

Note: The Record of Administrative Interests and Information is not part of the Land Register and is not guaranteed by the Northern Territory of Australia, and the NT Government accepts no Liability for any omission, misstatement or inaccuracy contained in this statement.

Registrar General

Government Land Register
(none found)

Custodian - Registrar General (+61 8 8999 6252)

Current Title
CUFT 747 787 (order 1)

Tenure Type
SPECIAL PURPOSES LEASE 426

Tenure Status
Current

Area Under Title
13 hectares 4500 square metres

Owners
Anthelk-Ewlpaye Association Incorporated
PO Box 8070, Alice Springs NT 0871

Easements
(none found)

Scheme Name
(none found)

Scheme Body Corporate Name
(none found)

Reserved Name(s)
(none found)

Unit Entitlements
(none found)

Transfers
(none found)

Tenure Comments
(none found)

Historic Titles
CUFT 622 183 (order 1)
CUCL 153 068 (order 2)
CUCL 153 068 (order 1)
Visit the website http://www.nt.gov.au/justice/bdm/land_title_office/

Custodian - Surveyor General (+61 8 8995 5362)

Address
10 ULPAYA RD, STUART

Survey Plan
S 72/098

Survey Status
Approved

Parcel Status
CURRENT

Parcel Area
7180 square metres

Map Reference
Code 010 Scale 2500 Sheet 30.33

Parent Parcels
(none found)

Parcel Comments
COM PURP REZONED SPEC SERV SITE NTG 13/77 PT LOT 3702 4221. INTERNAL ROADS NAMED NTG G33 17/08/2011. SEE 92/9249 FOLIOS 135 -139 FOR ALLOCATION OF LOTS 10202-10223 AS PART OF KUNOTH AND CHARLES RIVER CAMP NUMBERING UNDER THE TERRRITORY ALLIANCE PROJECT. ADMINISTRATIVE LOTS 10202 TO 10207 AND 10303 - S2012/14D.

Survey Comments
(none found)

Proposed Easements
(none found)

Municipality
ALICE SPRINGS MUNICIPALITY

Region
ALICE SPRINGS

Custodian - Valuer General (+61 8 8943 9193)

Owner's Last Known Address
Anthelk-Ewlpaye Association Incorporated, PO BOX 8070, ALICE SPRINGS NT 0871

Parcels in Valuation

Lot 01733 Town of Alice Springs
Lot 03702 Town of Alice Springs
Lot 03704 Town of Alice Springs

Unimproved Capital Value

$1,000,000 on 01/07/2015
$1,100,000 on 01/07/2012
$1,050,000 on 01/07/2009
$780,000 on 01/07/2006
$600,000 on 01/07/2003
$480,000 on 01/07/2000
$430,000 on 01/07/1997
$378,000 on 01/07/1994
$280,000 on 01/07/1991
$220,000 on 01/01/1989
$100,000 on 01/01/1986
$100,000 on 01/01/1983
$49,500 on 01/07/1980
$16,550 on 14/03/1978

Valuation Improvements

28/05/1990 House x 29
28/05/1990 Hall x 3
28/05/1990 Ablution block x 4
14/03/1978 House

Custodian - Property Purchasing (+61 8 8999 6631)

Acquisitions

(none found)

Custodian - Building Advisory Service (+61 8 8999 8965)

Building Control Areas

BBASP001 - Building Control Area	ALICE SPRINGS BUILDING AREA

Building Permits

Application Number:	11 of 11
Description:	Refurbishment House 28
Number of Residental Units:	
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	(none found)
Certification:	Single Dwelling - Full Code - *issued on* 27/07/2011

Application Number:	10 of 11
Description:	Refurbishment House 26
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	(none found)
Certification:	Single Dwelling - Full Code - *issued on* 22/09/2011

Application Number:	9 of 11
Description:	Dwelling alterations to house 27 including new kitchens, wet areas, floor linings, windows and doors, air conditioning and heating
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	(none found)
Certification:	Single Dwelling - Full Code - *issued on* 16/11/2010

Application Number:	8 of 11
Description:	Wall Cladding, Awnings and Pergola.
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling Non-habitable building
Area:	11 square metres
Certification:	Single Dwelling - Full Code - *issued on* 09/10/2009 Non-habitable building - Full Code - *issued on* 09/10/2009

Application Number:	7 of 11
Description:	Upgrade to dwelliing including walls cladding,
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	(none found)
Certification:	Single Dwelling - Full Code - *issued on* 17/02/2009

Visit the website http://www.nt.gov.au/building/

Custodian - Town Planning and Development Assessment Services (+61 8 8999 6046)

Planning Scheme Zone
CL (Community Living)

Interim Development Control Orders
(none found)

Planning Notes
(none found)

Planning Applications
(none found)

Custodian - Power and Water Corporation (1800 245 092)

Meters on Parcel

Power Water - Electricity	4
Power Water - Water	4

For Account balances, contact the Power and Water Corporation.

Custodian - Pool Fencing Unit (+61 8 8924 3641)

Swimming Pool/Spa Status
(none found)

For more information, contact the Pool Fencing Unit (+61 8 8924 3641).

Custodian - Mines and Energy (+61 8 8999 5322)

For information on possible Exploration Licences, contact Mines & Energy or visit the website http://www.nt.gov.au/d/Minerals_Energy/

For information on possible Petroleum Titles, contact Mines & Energy for further details.

Custodian - NT Environment Protection Authority (+61 8 8924 4218)

Results of site contamination assessment
(none found)

For further information contact Environment Protection Authority or visit the website https://ntepa.nt.gov.au/waste-pollution/contaminated-land

Custodian - Heritage Branch (+61 8 8999 5039)

Heritage Listing:
(none found)

For further information on heritage places contact Heritage Branch or visit the website http://www.dlpe.nt.gov.au/heritage

Other Interests

For Account balances, contact Alice Springs Town Council



Anthepe

Form 31

Section 65

Land Title Act

REGISTRAR-GENERAL'S DIRECTIONS

NORTHERN TERRITORY OF AUSTRALIA

DL00728326D

Not liable to stamp duty in the Northern Territory
Commissioner of Taxes use only
(NOTE 1)
for Commissioner of Territory Revenue
24/3/10

Dealing Number: 728326
Dealing Type: LS
Volume 622 Folio 178

Lodged 08/06/2010 at 15:16:34
By CASH
Fee $ 155.00 Receipt 347407

LEASE

The owner leases to the tenant the land described and the tenant accepts this lease of the land for the term and at the rent stipulated and subject to the covenants and conditions contained below or on the back of this document and acknowledges the amount payable or other consideration for the lease. (NOTES 2 – 3)

Register	Volume	Folio	Location	Lot Description	Plan	Unit
CUFT	622	178	Town of Alice Springs	Lot 5146	S75/103	N/A

(NOTE 4)

INTEREST BEING LEASED: The whole of the Land described in Item 1 of the Schedule to this Sublease and shown on the plan at Annexure 1 to this Sublease, being Lot 5146 Town of Alice Springs on plan S75/103. (NOTE 5)

MARKET RENT UNDER THE LEASE: $1.10 if demanded — GST Amount $0.10 (NOTE 6)

OTHER CONSIDERATION (Include Nil or Nominal Rent): Nil — GST Amount Nil

OWNER: Anthepe Housing Association Incorporated (NOTE 7)

TENANT: Name: Executive Director of Township Leasing
Address: Centraplaza, 16 Bowes Street, Woden ACT 2606 (NOTE 8)

TENANCY: Joint Tenants/Tenants in Common (Shareholding) Not applicable (NOTE 9)

TERM OF LEASE (NOTE 10)

Commencing:	Expiring:	Right of Renewal:
3/12/2009	2/12/2049	No

CONSENTS: Nil (NOTE 11)

See Attached Execution Clause.....
SIGNED by the Owner
on (Date) .....
In the presence of:
.....
Qualified Witness:
.....
.....

See Attached Execution Clause .....
SIGNED by the Tenant
on (Date) .....
In the presence of:
.....
Qualified Witness:
.....
.....

(NOTE 12)

Registered on 9-6-2010 09:07

NORTHERN TERRITORY OF AUSTRALIA REGISTRAR GENERAL

CONSENT OF INTEREST HOLDERS

Instrument type: .....

Instrument No: .....

Name of Parties: .....

.....

I the registered proprietor of the interest shown above consent to the registration of this instrument.

Signed: .....

(Date): .....

In the presence of:

.....

Name of Qualified Witness: .....

Address or Telephone No.: .....

Instrument type: .....

Instrument No: .....

Name of Parties: .....

.....

I the registered proprietor of the interest shown above consent to the registration of this instrument.

Signed: .....

(Date): .....

In the presence of:

.....

Name of Qualified Witness: .....

Address or Telephone No.: .....

COVENANTS

It is hereby covenanted by and between the owner and the tenant as follows:

☐ To comply with the provisions contained in Memorandum of Common Provisions recorded in the Register as LTO No. .....

☑ The conditions and covenants implied by Sections 117 & 119 *Law of Property Act* ~~shall~~/shall not apply. (delete one)

☑ To comply with the provisions annexed to this lease.

SCHEDULE OF NOTES

1. A lease signed on or after 1 July 2006 is required to be stamped by the Commissioner of Taxes where (i) there is no consideration, or (ii) the consideration is nominal, or (iii) there is valuable consideration other than rent under the lease.
2. This form may be lodged in triplicate. The original must be typed or completed in ink or biro. The duplicate and triplicate may be a copy of the original but the signatures of all parties and their witnesses must be in ink or biro on the original, duplicate and triplicate. If the words "owner" and "tenant" are considered in appropriate other words (lessor/lessee) may be used. Alterations to information entered on the form should be crossed out (nor erased or obliterated by painting over) and initialled by the parties.
3. If there is insufficient space in any panel use the space above or an annexure sheet (Form 95).
4. Volume and Folio references must be given together with a description of the location, the lot number and unit plan number if applicable. If a certificate as to title has been issued it must be produced.
5. Insert whole of the land or if part of a lot the instrument of lease must also include a sketch plan identifying the part of the lot drawn to a standard to the Registrar-General's satisfaction, if required by the Registrar-General, a plan of survey identifying the part of the lot; or if required by the *Planning Act*, consent under Part 5 of the *Planning Act*.
6. Pursuant to Section 66 (1)(c) of the *Land Title Act* state whether the rent under the lease is market rent, or nil or nominal rent. Market rent means any rent that is not nominal. A lease for nil or nominal rent or other consideration must show the imprint of the Commissioner of Taxes. For the GST amount, if the lease is subject to the margin scheme and the GST amount is unknown insert "margin scheme" in the box provided. Show the words "Nil" or "Not applicable" if not subject to rent or other consideration.
7. Insert full name. Address is not required.
8. Insert full name and an address for the service of notices. The address can be a postal address.
9. If two or more tenants, state whether as joint tenants or tenants in common. If tenants in common, specify shares. If no tenancy is stated, the Registrar-General must register the co-owners as tenants in common pursuant to Section 57(2) of the *Land Title Act*.
10. Insert first day of the lease, last day of the lease and whether a right of renewal ("Yes" or "No").
11. Consents by mortgagee should be provided. A lease or amendment of a lease executed after registration of a mortgage of a lot is valid against the mortgagee only if the mortgagee consents to the lease or amendment before its registration. A lease which has not been consented to by a prior mortgagee will not be protected in the event of the mortgagee exercising the power of sale.
12. Persons who may witness this document are a Commissioner for Oaths, a member of the Legislative Assembly, a legal practitioner within the meaning of the *Legal Practitioners Act*, a person holding office under the *Supreme Court Act*, the *Justices Act*, the *Local Court Act* or the *Registration Act*, a member of the Police Force, a person licensed as a conveyancing agent or real estate agent under the *Agents Licensing Act*, a Notary Public and any other person approved by the Registrar-General.

    A witness to an instrument executed by an individual must first:

    - take reasonable steps to ensure that the individual is the person entitled to sign the instrument;
    - have the individual execute the document in the presence of the witness;
    - not be a party to the instrument; and
    - if witnessing more than one signature, clearly state that he/she has witnessed more than one signature. (ie I have witnessed the two signatures appearing above).

    After signing, witnesses must legibly write, type or stamp their names and contact address or telephone number below their signature.

    For a corporation, an instrument must be executed in a way permitted by law or sealed with the corporation's seal in accordance with the *Law of Property Act*, Section 48.

    For witnessing of instruments executed outside the Northern Territory refer to Schedule 1 of the *Land Title Act* and the Registrar-General's Directions.

PRIVACY STATEMENT – LAND REGISTER FORMS

The Registrar-General's Office is authorised by the *Land Title Act* to collect the information on this form for the establishment and maintenance of the Land Register, which is made available for search by any person, anywhere, including through the Internet, upon payment of a fee. The information is regularly provided to other NT Government agencies, the Australian Valuation Office, local governments, the Australian Bureau of Statistics, the Australian Taxation Office or other Commonwealth Agencies as required or authorised by law, and some private sector organisations for conveyancing, local government, valuation, statistical, administrative and other purposes. The Department of Planning and Infrastructure also uses the information to prepare and sell or licence property sales reports to commercial organisations concerned with the development, sale or marketing of property.

Failure to provide the information in full or in part may prevent your application or transaction being completed.

Your personal information provided on this form can be subsequently accessed by you on request. If you have any queries please contact the Deputy Registrar-General on 8999 5318.

Sublease

Anthepe Housing Association Incorporated

and

Executive Director of Township Leasing

and

Northern Territory of Australia

and

Chief Executive Officer (Housing)

Viewed at 12:10:41 on 26/10/2016 by 32GPL.

Table of Contents

1.	**Definitions and interpretation**	**7**
1.1	Definitions	7
1.2	Interpretation	14
1.3	Transfer of functions	15
1.4	Good faith	15
1.5	Survival	15
2.	**Sublease and reservations**	**16**
2.1	Condition precedent	16
2.2	Grant of Sublease	16
2.3	Reservations	16
3.	**Mutual agreements and declarations**	**17**
4.	**Implied covenants**	**17**
5.	**Sublease Payment**	**17**
6.	**SIHIP Investment**	**17**
7.	**Transition from existing arrangements**	**18**
7.1	Registered Interests	18
7.2	Tenants of Housing Authorities	18
7.3	Services Providers	18
8.	**Access**	**19**
8.1	General	19
8.2	Association's right of access	20
9.	**Improvements**	**20**
9.1	Existing Improvements	20
9.2	Maintenance of Existing Improvements	21
9.3	Works in respect of Existing Improvements	21
9.4	EDTL's Improvements	21
9.5	Ownership of Improvements at the end of the Sublease	21
10.	**Housing Management Agreements, Living Area Underleases and Living Area Licences**	**22**
10.1	Housing Management Agreements	22
10.2	Notification before entering into Housing Management Agreement	22
10.3	Grant of Living Area Underlease	23
10.4	Grant of Living Area Underlease of Community Land	23
10.5	Grant of Living Area Underlease of Vacant Land	23
10.6	Grant of Living Area Licence	24
10.7	No release of liability	25
10.8	Amendments and termination	25

Viewed at 12:10:41 on 26/10/2016 by 32GPL.

Table of Contents (ctd) 3

11.	**Housing Management Tender**	**25**
12.	**Future housing and Infrastructure needs**	**26**
13.	**Home ownership**	**26**
14.	**Rates, Taxes and Charges**	**27**
14.1	Outgoings	27
14.2	Charges for Services	27
14.3	Stamp duty	27
14.4	Association's Administrative costs	27
15.	**Insurance**	**28**
16.	**GST**	**28**
17.	**Use of Living Area**	**28**
17.1	Permitted Use	28
17.2	Compliance with Laws and Planning Scheme	28
17.3	Compliance with Lease	29
17.4	Compliance with notices	29
17.5	Notices	29
17.6	Roads	29
18.	**EDTL's indemnity**	**29**
18.1	Risk	29
18.2	The EDTL indemnifies the Association	30
18.3	The EDTL releases the Association	30
19.	**Reinstatement**	**31**
19.1	No obligation to reinstate	31
19.2	No right to damages	31
20.	**Consultative Forum**	**31**
20.1	Establishment of the Consultative Forum	31
20.2	Purpose of the Consultative Forum	31
20.3	Association nominees to consult with Living Area residents	32
20.4	Power to bind the Parties	32
20.5	EDTL to consult with the Consultative Forum	32
20.6	Conduct of the Consultative Forum	32
20.7	Annual Statement to Consultative Forum	33
21.	**Advisory Housing Forum**	**33**
21.1	Membership of the Advisory Housing Forum	33
21.2	Purpose of the Advisory Housing Forum	33
21.3	Power to bind the Parties	33
21.4	Advisory Housing Forum Meetings	33
22.	**Association's obligations**	**33**
22.1	Quiet enjoyment	33
22.2	Produce certificates	34
23.	**Sublease ends if Lease ends**	**34**
24.	**Default**	**34**
24.1	Occurrence of Default Event	34
24.2	Financial Default	34

Viewed at 12:10:41 on 26/10/2016 by 32GPL.

Table of Contents (ctd) 4

24.3	Remedies for other Default Events	34
24.4	Remedies for Termination Event	35
24.5	Waiver	35
24.6	Consequences of termination	35
25.	**Overholding**	**36**
26.	**Obligations on expiration or termination**	**36**
26.1	Return of Living Area	36
26.2	Novation of agreements	36
26.3	Novation of Housing Management Agreements, Living Area Underleases and Living Area Licences	36
27.	**Renewal**	**36**
27.1	Renewal of Sublease	36
28.	**Dispute resolution**	**37**
28.1	Procedure to resolve disputes	37
28.2	Continue to perform	38
29.	**General**	**38**
29.1	Amendments	38
29.2	Nature of obligations	38
29.3	Entire understanding	38
29.4	No adverse construction	38
29.5	Further assurances	38
29.6	No waiver	38
29.7	Severability	39
29.8	Successors and assigns	39
29.9	No assignment without consent of other Parties	39
29.10	Consents and approvals	39
29.11	Costs	39
29.12	Governing law and jurisdiction	39
29.13	Notices	39
29.14	Counterparts	40
29.15	Conflicting provisions	40
29.16	Non merger	40
29.17	Operation of indemnities	40
29.18	No right of set-off	40
29.19	Payment of interest	40
29.20	Relationship of Parties	41
Schedule - Sublease particulars		**42**

Viewed at 12:10:41 on 26/10/2016 by 32GPL.

Sublease

Date 3 December 2009

Parties

1. Anthepe Housing Association Incorporated, incorporated under the Associations Act, ABN 27 002 620 857 ("the **Association**")

2. Executive Director of Township Leasing, established by section 20B of the Land Rights Act, on behalf of the Commonwealth of Australia, ABN 36 342 015 855 ("the **EDTL**")

3. Northern Territory of Australia care of the Department of Local Government and Housing, RCG House, 83-85 Smith Street, Darwin 0800 in the Northern Territory of Australia, ABN 84 085 734 992 ("the **Territory**")

4. Chief Executive Officer (Housing) a body corporate sole established under the *Housing Act* (NT) of RCG House, 83-85 Smith Street, Darwin 0800 in the Northern Territory of Australia, ABN 23 912 978 797 ("**Territory Housing**")

(collectively referred to as "the **Parties**")

Background

A. The Association is the registered proprietor of a lease in perpetuity of the Living Area.

B. The parties acknowledge that the residents living on the Alice Springs Living Areas are living in very poor conditions and it is very important to improve the health and standard of living of those residents. The Australian Government and the Northern Territory Government have stated their intention to undertake a capital works program to assist in improving the standard of living of those residents.

C. On 10 July 2008, the Association signed the Agreed Work Plan with Tangentyere Council, the Australian Government and the Territory Government which described the key terms agreed by the parties in relation to the grant of the Sublease.

D. The Australian Government has stated its intention to 'close the 17 year gap' in life expectancy between Indigenous and non-Indigenous Australians, and that this Sublease opens the way for substantial government investment in improved Infrastructure and housing on the Alice Springs Living Areas as a step to achieving this goal.

E. The Australian Government wishes to substantially improve:

   (i) the quality and availability of Infrastructure and housing on the Alice Springs Living Areas;

   (ii) the level of maintenance and repair to the housing and Infrastructure on the Alice Springs Living Areas;

   (iii) the quality of tenancy management on the Alice Springs Living Areas; and

Viewed at 12:10:41 on 26/10/2016 by 32GPL.

(iv) Indigenous employment and training outcomes.

F. To help achieve these aims the Australian Government has requested the grant of this Sublease to the EDTL and has offered to make up to ~~$50 million~~ $100,000,000 funding available via SIHIP in order to upgrade and increase the housing and Infrastructure located on the Alice Springs Living Areas during the 5 years from the commencement of the first Alice Springs Living Area Sublease.

G. The Association has requested that the EDTL enter into the Sublease on behalf of the Commonwealth and administer the Sublease.

H. The Parties have agreed that, on the terms and conditions set out in this Sublease, the Living Area (including all Improvements and Services) will be leased to the EDTL by the Association pursuant to section 6 of the Special Purposes Leases Act.

I. The Parties acknowledge that this Sublease is intended to support development and investment in the Alice Springs Living Areas and improve the housing and Infrastructure in the Alice Springs Living Areas, including by:

(i) the expenditure of up to ~~$50 million~~ $100,000,000 in accordance with SIHIP;

(ii) the development and implementation of policy which has regard to the ongoing Infrastructure and housing needs on the Alice Springs Living Areas;

(iii) improving the quality of design and construction of new housing on the Alice Springs Living Areas;

(iv) improving the quality of housing management in the Alice Springs Living Areas including with respect to tenancy management, repairs and maintenance and tenant consultation and participation having regard to the needs and requirements of the residents of the Alice Springs Living Areas;

(v) increasing the supply of affordable Indigenous rental housing through the expenditure of up to ~~$50 million~~ $100,000,000 in accordance with SIHIP; and

(vii) increasing Indigenous employment and training outcomes.

J. The Parties acknowledge that decisions in relation to the housing, Infrastructure and tenancy management on the Alice Springs Living Areas will be made in consultation with the residents and have regard to the needs and requirements of residents.

K. The Association has received consent from the Northern Territory Minister as required by section 6 of Special Purposes Leases Act for the grant of this Sublease.

L. The Commonwealth Minister has agreed to the Association's request in accordance with section 20CA of the Land Rights Act.

M. The EDTL is capable of receiving a grant of a sublease pursuant to section 20C of the Land Rights Act.

Viewed at 12:10:41 on 26/10/2016 by 32GPL.

Agreed terms

1. Definitions and interpretation

1.1 Definitions

In this Sublease and in the Background, unless the context requires otherwise:

Aboriginal means a person who is a member of the Aboriginal race of Australia;

Administrative Costs means the reasonable costs of the Association complying with its obligations under the Associations Act to:

(a) maintain a register of members;

(b) maintain records;

(c) prepare reports;

(d) have any reports audited; and

(e) hold an annual general meeting.

Advisory Housing Forum means the Advisory Housing Forum established in accordance with clause 21.1.

Alice Springs Living Area means an area of land referred to in subclause 69(1) to 69(10) or 69(12) to 69(17) of Part 4, Schedule 1 to the *Northern Territory National Emergency Response Act 2007* (Cth) as enacted and the words **Alice Springs Living Areas** have a corresponding meaning;

Alice Springs Living Area Association means a lessor of an Alice Springs Living Area Sublease (and includes the Association);

Alice Springs Living Area Sublease means a sublease of an Alice Springs Living Area granted to the EDTL in accordance with subsection 20CA(2) of the Land Rights Act (and includes this Sublease) and the words **Alice Springs Living Area Subleases** has a corresponding meaning;

Annexure means an annexure to this Sublease;

Association's Agents means the employees, contractors and agents of the Association acting within the scope of their authority as employees, contractors and agents of the Association;

Associations Act means the *Associations Act* (NT);

Building includes:

(a) a structure and part of a building or a structure;

(b) fences, walls, out-buildings, service installations and other appurtenances of a building; or

(c) a boat or a pontoon which is permanently moored or fixed to a building or land;

Viewed at 12:10:41 on 26/10/2016 by 32GPL.

Building Code means the Building Code of Australia developed by the Australian Building Codes Board;

Business Day means a day that is not a Saturday, Sunday, public holiday or bank holiday in Darwin;

CATSI Act means the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth);

Comcover means the Australian Government's general insurance fund known as Comcover;

Commencement Date means the date specified in Item 2 of the Schedule;

Community Land means the land described in Item 4 of the Schedule;

Commonwealth Minister means the Minister for Families, Housing, Community Services and Indigenous Affairs;

Community Service means a service provided to the residents of the Living Area that is funded or approved by the Australian Government, the Northern Territory Government, or the local government for the Living Area or that is otherwise approved by the EDTL;

Construct includes reconstruct or make structural changes and the word **Construction** has a corresponding meaning;

Consult means to:

(a) meet with, as reasonably requested by;

(b) ask views of;

(c) listen to views of; and

(d) have regard to the views of, including taking account of the views, acting reasonably,

the body or person to be or being consulted;

Consultative Forum means the Consultative Forum established under clause 20.1;

Corporations Act means the *Corporations Act 2001* (Cth);

Cure Period means:

(a) in relation to a Default Event that is a failure by the Territory to expend ~~$50,000,000~~ $100,000,000 under SIHIP inclusive of SIHIP Project Costs on the upgrade and Construction of houses and Infrastructure in the Alice Springs Living Areas in accordance with clause 6(a), a reasonable period of time (not being less than 1 year) within which the Territory must cure the Default Event, in accordance with clause 24.1(a)(iii), including any extensions of that period under clause 24.3; or

(b) in relation to any other Default Event (other than a Financial Default), a reasonable period of time within which the Defaulting Party must cure the

Viewed at 12:10:41 on 26/10/2016 by 32GPL.

Default Event, in accordance with clause 24.1(a)(iii), including any extensions of that period under clause 24.3;

Cure Plan means a plan by a Party to remedy a Default Event (other than a Financial Default) which is proposed during the Cure Period and details a work plan setting out each task to be undertaken in order to rectify the material breach and the time for each task to be completed;

Default Event means:

(a) a Financial Default;

(b) a persistent and material failure by the EDTL to comply with this Sublease (other than clause 12);

(c) a failure by the Territory to expend ~~$50,000,000~~ $100,000,000 under SIHIP inclusive of SIHIP Project Costs on the upgrade and Construction of houses and Infrastructure in the Alice Springs Living Areas in accordance with clause 6(a);

RR PM KW

(d) a failure by the EDTL to terminate or amend a Housing Management Agreement, Living Area Underlease or Living Area Licence in accordance with clause 10.8;

(e) a failure by the Territory to Call for Tender in accordance with clause 11(a); or

(f) an assignment or other transfer of the benefit of this Sublease by the EDTL contrary to clause 29.9;

Default Notice means a notice given under clause 24.1;

Defaulting Party means:

(a) if the Default Event is an event referred to in paragraphs (a), (b), (d) or (f) of the definition of Default Event, the EDTL;

(b) if the Default Event is an event referred to in paragraphs (c) or (e) of the definition of Default Event, the Territory.

Development includes:

(a) the Construction or exterior alteration or exterior decoration of a Building;

(b) the demolition or removal of a Building or Works;

(c) the Construction or carrying out of Works;

(d) the subdivision or consolidation of land, including Buildings or airspace;

(e) the placing or relocation of a Building or Works; and

(f) the Construction or putting up for display of signs or hoardings;

EDTL Annual Statement has the meaning given to that term in clause 20.7;

EDTL's Improvements means all Improvements erected on or attached to the Living Area by:

Viewed at 12:10:41 on 26/10/2016 by 32GPL.

(a) the EDTL;

(b) any Living Area Underlessee; or

(c) any Living Area Licensee;

after the Commencement Date;

EDTL's Services means all Services installed in or on the Living Area by:

(a) the EDTL;

(b) any Living Area Underlessee; or

(c) any Living Area Licensee;

after the Commencement Date;

Environmental Health Standards means the Environmental Health Standards for Remote Communities in the Northern Territory prepared by Territory Health Services;

Existing Improvements means all Improvements erected on or attached to the Living Area as at the Commencement Date;

Existing Services means all Services on or connected to the Living Area as at the Commencement Date;

Final Sublease Year means the period starting on 1 July immediately before the expiry of the Term or earlier determination of this Sublease and ending on the expiry of the Term or earlier determination of this Sublease;

Financial Default means a failure by the EDTL to pay when due any money which the EDTL is obliged to pay to the Association under this Sublease (excluding a failure to pay the Sublease Payment when due);

Government Agency means any government or any public, statutory, governmental, semi-governmental, local governmental or judicial body, entity, department or authority and includes any self-regulatory organisation established under statute;

GST has the meaning given to that term in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

Housing Area means land in the Living Area which is or is proposed to be used to provide community or public housing;

Housing Authority means a body which provides community or public housing and, for the avoidance of doubt, includes the Territory and may include Tangentyere Council and Central Australian Affordable Housing Corporation;

Housing Management Agreement means a Living Area Underlease or other contract or agreement granted by the EDTL to a Housing Authority to manage or provide community or public housing services and related Infrastructure (and all purposes incidental thereto);

Viewed at 12:10:41 on 26/10/2016 by 32GPL.

Improvements means all Buildings, structures, fixtures, fittings, plant, equipment, partitions, signs or other materials or articles which are erected on or attached to the Living Area;

Infrastructure includes roads, kerbs, gutters and Services;

Insolvency Event means, in relation to a party, any one or more of the following events or circumstances:

(a) being in liquidation or provisional liquidation or under administration;

(b) having a controller or analogous person appointed to it or any of its property;

(c) being taken under section 459F(1) of the Corporations Act to have failed to comply with a statutory demand;

(d) being unable to pay its debts or being otherwise insolvent;

(e) becoming an insolvent under administration, as defined in section 9 of the Corporations Act;

(f) entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors; or

(g) any analogous event or circumstance under the Laws of any jurisdiction,

unless such event or circumstance occurs as part of a solvent reconstruction, amalgamation, compromise, arrangement, merger or consolidation approved by the other party;

Land Rights Act means the *Aboriginal Land Rights (Northern Territory) Act 1976* (Cth);

Law means:

(a) principles of law or equity established by decisions of courts;

(b) statutes, regulations, ordinances or by-laws of the Commonwealth, a State, a Territory or any other Government Agency; and

(c) requirements and approvals (including conditions) of the Commonwealth, a State, a Territory or any other Government Agency that have the force of law;

LEADR means Lawyers Engaged in Alternative Dispute Resolution;

Lease means the lease of the Living Area held by the Association;

Living Area means the land described in Item 1 of the Schedule;

Living Area Licence means a licence granted by the EDTL pursuant to clause 10;

Living Area Licensee means any person who has been granted a Living Area Licence from the EDTL;

Viewed at 12:10:41 on 26/10/2016 by 32GPL.

Living Area Underlease means an underlease granted by the EDTL pursuant to clause 10;

Living Area Underlessee means any person who has been granted a Living Area Underlease from the EDTL;

Municipal Services Provider means a person who provides municipal services in the Living Area;

National Indigenous Housing Guide means the National Indigenous Housing Guide developed by the Department of Families, Housing, Community Services and Indigenous Affairs;

Non Lapsing Caveat means a caveat documented by a Form 78 (an example of which is provided at Annexure 2) which is to be lodged and registered;

Outgoings means all existing and future amounts payable under the Lease (excluding rent but including rates, duties and taxes):

(a) which are properly imposed, charged or levied under statute or by a Government Agency on the Association; or

(b) which a Government Agency properly requires the Association to spend,

and which are:

(c) paid or payable by the Association during a Sublease Year;

(d) in relation to the Living Area or Improvements in the Living Area; and

either capital or non-capital in nature;

PBI Status means an entity that is endorsed as a public benevolent institution under s 123C(1) of the *Fringe Benefits Tax Assessment Act 1986* (Cth) or that is recognised as a charity;

Permitted Use has the meaning given to that term in clause 17.1;

Planning Scheme means any planning scheme under any applicable Law setting the framework for planning the use, development and protection of the Living Area or any part of the Living Area;

Postal Service means the delivery of mail to residents of the Living Area;

Postal Service Provider means a person who provides a Postal Service to the Living Area;

Preliminary Sublease Year means the period starting on the Commencement Date and ending on the following 30 June;

Procurement Process means a process, principle or requirement under any applicable Law setting the framework for procuring property or services, including any Commonwealth or Territory procurement guidelines;

Registered Interest means any interest registered on the certificate of title referred to in Item 1 of the Schedule immediately before the Commencement Date;

Viewed at 12:10:41 on 26/10/2016 by 32GPL.

Requirement means any lawful present or future notices, orders, directions, requirements, statutes, ordinances, proclamations, regulations, schemes, permits, by-laws or other regulatory requirements affecting or relating to the Living Area or the use of the Living Area, irrespective of whether the Requirement is addressed to the EDTL, the Association or any other person;

Right of Occupation means a Tenant's Right of Occupation or a Services Provider's Right of Occupation;

Schedule means the schedule to this Sublease;

Services means all utilities and services on or connected to the Living Area including water, gas, electricity, lighting, sanitation, drainage, stormwater, communication and telecommunication systems and includes all wires, cables, pipes, ducts, conduits, tanks, electrical and mechanical plant and all other ancillary or associated parts and accessories;

Services Provider means a person who provides Services in the Living Area;

Services Provider's Right of Occupation has the meaning given to that term in clause 7.3(a);

SIHIP means the Strategic Indigenous Housing and Infrastructure Program or if that program ceases to exist or is reconstituted, renamed or replaced, the program which most closely has the features of the defunct program;

SIHIP Annual Report has the meaning given to that term in clause 6(f);

SIHIP Design Guidelines means the guidelines set out in the document entitled 'SIHIP Design Guidelines and Performance Specifications' as prepared by the Territory;

SIHIP Project Costs means overheads, administration costs, program costs and project management costs;

Special Purposes Leases Act means the *Special Purposes Leases Act* (NT);

Sublease means this sublease including the Schedule and the Annexures;

Sublease Payment has the meaning given to that term in clause 5(a);

Sublease Year means the Preliminary Sublease Year, each 12 month period expiring on 30 June in each year during the Term and the Final Sublease Year;

Subleased Alice Springs Living Areas means all Alice Springs Living Areas over which there is an Alice Spring Living Area Sublease (and includes the Living Area);

Tangentyere Council means Tangentyere Council Incorporated Registration No. 00591C (N.T.);

Tenant's Right of Occupation has the meaning given to that term in clause 7.2(a);

Term has the meaning given to that term in clause 2.2;

Termination Event means:

Viewed at 12:10:41 on 26/10/2016 by 32GPL.

(a) the occurrence of an Insolvency Event; or

(b) the failure to cure a Default Event within the Cure Period;

Third Party means a party other than a Party to this Sublease;

Vacant Land means any land in the Living Area which is not:

(a) subject to a Registered Interest;

(b) subject to a Right of Occupation; or

(c) subject to a Housing Management Agreement, Living Area Underlease or Living Area Licence;

Works includes any change to the natural or existing condition or topography of the land including the removal, destruction or lopping of trees and the removal of vegetation or topsoil.

1.2 Interpretation

In this Sublease, unless the context requires otherwise:

(a) the singular (including the singular of defined terms) includes the plural and vice versa;

(b) reference to a right includes a remedy, authority or power;

(c) the headings are used for convenience only and do not affect the interpretation of this Sublease;

(d) as far as possible all provisions must be construed so as not to be invalid, illegal or unenforceable;

(e) wherever "include" or any form of that word is used, it must be construed as if it were followed by "(without being limited to)";

(f) reference to a thing is a reference to all or part of that thing;

(g) unless the context requires or is otherwise stated in this Sublease, a Party's obligations must be performed at that Party's own cost;

(h) a gender includes the other genders;

(i) other grammatical forms of defined words or expressions have corresponding meanings;

(j) a reference to a document includes the document as modified from time to time and any document replacing it;

(k) if something is to be or may be done on a day that is not a Business Day then it must be done on the next Business Day;

(l) the word "person" includes a natural person and any body or entity whether incorporated or not;

(m) the word "month" means calendar month and the word "year" means 12 months;

Viewed at 12:10:41 on 26/10/2016 by 32GPL.

(n) the words "in writing" include any communication sent by letter, facsimile transmission or email or any other form of communication capable of being read by the recipient;

(o) a reference to all or any part of a statute, rule, regulation or ordinance (**statute**) includes that statute as amended, consolidated, re-enacted or replaced from time to time;

(p) a reference to a party includes a reference to the party's respective successors and permitted assigns;

(q) money amounts are stated in Australian currency unless otherwise specified;

(r) a reference to any agency or body, if that agency or body ceases to exist or is reconstituted, renamed or replaced or has its powers or functions removed (**defunct body**), means the agency or body which performs most closely the functions of the defunct body;

(s) reference in this Sublease to a Living Area Underlessee or the holder of a Living Area Underlease is, where the Living Area Underlessee has granted a further estate or interest in the relevant area of the Living Area, to be taken to include a reference to such an underlessee or any person claiming an estate or interest in land through such Living Area Underlessee, or a licensee of the Living Area Underlessee, or any person claiming a licence through such Living Area Underlessee;

(t) reference in this Sublease to a Living Area Licensee or the holder of a Living Area Licence is, where the Living Area Licensee has granted a further licence in the relevant area of the Living Area, to be taken to include a reference to any such sublicensee or any person claiming a licence in land through such a Living Area Licensee; and

(u) this Sublease operates as a deed.

1.3 Transfer of functions

(a) The EDTL acknowledges that the Association may be reconstituted, renamed or replaced and that some or all of the powers, functions or responsibilities of the Association may be transferred to or vested in another entity.

(b) If the Association is reconstituted, renamed or replaced or if some or all of its powers, functions or responsibilities are transferred to or vested in another entity, references in this Sublease to the Association must be deemed to refer, as applicable, to that reconstituted, renamed or new entity to the extent that the entity has assumed or has had transferred to or vested in it those powers, functions or responsibilities.

1.4 Good faith

The Parties must act reasonably and in good faith in performing their respective obligations under this Sublease.

1.5 Survival

In addition to this clause 1, the following clauses survive the expiration or earlier determination of this Sublease: clauses 18, 19, 24, 25, 26, 28 and 29.

Viewed at 12:10:41 on 26/10/2016 by 32GPL.

2. Sublease and reservations

2.1 Condition precedent

(a) This Sublease is conditional upon one of the following conditions being satisfied by 30 September 2009, or such later date as the Parties agree:

(i) at least ten (10) of the Alice Spring Living Areas (including the Living Area) are the subject of a written agreement in the form of a sublease between the registered proprietor of the Alice Springs Living Area and the EDTL, the Commonwealth or the Territory to grant a leasehold interest of the whole of the Alice Springs Living Area to the EDTL, the Commonwealth or the Territory (as the case may be) for a minimum term of 40 years; or

(ii) the Commonwealth Minister has determined in writing that there are appropriate tenure arrangements in place in the Alice Springs Living Areas (or some of them) to facilitate SIHIP investment.

(b) This Sublease commences on the date on which clause 2.1(a) is satisfied.

(c) If clause 2.1(a) is satisfied, the EDTL must give the Association a notice stating that clause 2.1(a) is satisfied and the date on which clause 2.1(a) was satisfied.

(d) This Sublease may be secured by a Non Lapsing Caveat until this Sublease is registered or the time for satisfaction of the condition precedent referred to in clause 2.1(a) (**Condition Precedent**) has expired, whichever occurs first. The Association consents to the lodgement and registration of a Non Lapsing Caveat. If requested by the EDTL, the Association will provide its consent in a Form 93 (an example of which is provided at Annexure 3). If the EDTL lodges a Non Lapsing Caveat and the Condition Precedent is not satisfied within the time required by clause 2.1(a) then the EDTL must, immediately after the time for satisfaction of the Condition Precedent has expired, cause the Non Lapsing Caveat to be removed.

2.2 Grant of Sublease

(a) The Association grants to the EDTL a sublease of the Living Area, subject to and concurrent with any Registered Interests and any Rights of Occupation, commencing on the Commencement Date, for a term of 40 years (**Term**).

(b) The EDTL accepts the grant of a sublease of the Living Area upon these terms and otherwise subject to the provisions of this Sublease.

(c) For the avoidance of doubt, the sublease of the Living Area includes a sublease of all Existing Improvements and Existing Services.

2.3 Reservations

The EDTL acknowledges that the Lease contains reservations to the Territory and that this Sublease is subject to those reservations.

Viewed at 12:10:41 on 26/10/2016 by 32GPL.

3. Mutual agreements and declarations

The Association and the EDTL mutually agree and declare that:

(a) the Association may enter into a sublease pursuant to section 6 of the Special Purposes Leases Act and exercise all the powers of a sublessor under this Sublease; and

(b) the EDTL may enter into a sublease pursuant to section 20C of the Land Rights Act and exercise all the powers of a sublessee under this Sublease including granting Living Area Underleases and Living Area Licences.

4. Implied covenants

The covenants, powers and provisions implied in leases under any relevant legislation are hereby expressly excluded except to the extent that they are expressly embodied in this Sublease or to the extent only that it would be unlawful to exclude any such covenant, power or provision.

5. Sublease Payment

(a) The EDTL must pay the Association $1 if demanded by the Association (**Sublease Payment**).

(b) The EDTL must pay the Sublease Payment within 30 Business Days of receiving notice of a demand by the Association.

6. SIHIP Investment

(a) The Territory must expend ~~$50,000,000~~ $100,000,000 under SIHIP inclusive of SIHIP Project Costs on the upgrade and Construction of houses and Infrastructure in the Alice Springs Living Areas within 5 years of the commencement of the first Alice Springs Living Area Sublease. The Parties acknowledge and agree that ~~$50,000,000~~ $100,000,000 inclusive of SIHIP Project Costs represents the entire amount that the Territory must expend pursuant to the Alice Springs Living Area Subleases (including this Sublease), regardless of how many Alice Springs Living Area Subleases are entered into.

(b) The expenditure in clause 6(a) is conditional upon the Territory having access arrangements to the Alice Springs Living Areas (whether by way of leases, licences or other arrangements) that are suitable to it, to permit it to carry out the upgrade and Construction of houses and Infrastructure.

(c) Nothing in clause 6(a) requires the Territory to make any expenditure under SIHIP on the upgrade and Construction of houses and Infrastructure in the Living Area.

(d) The Territory must ensure that the SIHIP consultation processes occur in respect of the Alice Springs Living Areas in relation to the expenditure pursuant to clause 6(a).

(e) All upgrades and Construction of houses under SIHIP will be in accordance with the SIHIP Design Guidelines.

Viewed at 12:10:41 on 26/10/2016 by 32GPL.

(f) The Territory must provide a report (**SIHIP Annual Report**) within 6 months of the end of each Sublease Year in which the Territory has expended money under SIHIP on the upgrade and Construction of houses and Infrastructure in the Alice Springs Living Areas in accordance with clause 6(a). The SIHIP Annual Report must include details of expenditure under SIHIP on the upgrade and Construction of houses and Infrastructure in the Alice Springs Living Areas during the previous Sublease Year.

7. Transition from existing arrangements

7.1 Registered Interests

The Parties acknowledge that this Sublease is subject to any Registered Interests.

7.2 Tenants of Housing Authorities

(a) The Parties acknowledge that some natural persons (**Tenants**) were in occupation of land in the Living Area immediately before the Commencement Date under an arrangement or understanding with a Housing Authority. The Parties agree that such persons have the right to continue to occupy and use that land, and the Improvements on it, on the same terms and conditions as at the Commencement Date but subject to the terms of this Sublease (**Tenant's Right of Occupation**).

(b) Subject to the terms of any Housing Management Agreement from time to time, the Parties acknowledge that any money in the nature of rent or licence fees payable to the Housing Authority under or in connection with the Tenant's Right of Occupation is payable to the EDTL from the Commencement Date.

(c) Subject to the terms and conditions of a Tenant's Right of Occupation, the EDTL, or if there is a Housing Management Agreement the Housing Authority, may terminate a Tenant's Right of Occupation provided that the EDTL or Housing Authority (as the case may be) has used their best endeavours to facilitate the grant of a tenancy agreement to the person holding the Tenant's Right of Occupation.

7.3 Services Providers

(a) The Parties acknowledge that some Services Providers were in occupation of land in the Living Area immediately before the Commencement Date. The Parties agree that such Services Providers have the right to continue to occupy and use that land, and the Improvements on it, on the same terms as at the Commencement Date, but subject to the terms of this Sublease (**Services Provider's Right of Occupation**).

(b) The Parties acknowledge that any money in the nature of rent or licence fees payable to the Association under or in connection with the Services Provider's Right of Occupation is payable to the EDTL from the Commencement Date.

(c) The EDTL may give a Services Provider notice that it wishes to formalise their Services Provider's Right of Occupation by the grant of a Living Area Underlease or Living Area Licence.

Viewed at 12:10:41 on 26/10/2016 by 32GPL.

(d) Following the issue of a notice pursuant to clause 7.3(c), the EDTL must use its best endeavours to accommodate the grant of such a Living Area Underlease or Living Area Licence within 6 months.

(e) Unless a Living Area Underlease or Living Area Licence is granted by the EDTL to the Services Provider, or some other agreement is reached with the Services Provider, and provided the EDTL has complied with clauses 7.3(a) to 7.3(d) to the extent reasonably possible, the EDTL may serve the Services Provider with a notice (**Services Provider Termination Notice**) that the Services Provider's Right of Occupation under clause 7.3(a) will terminate on a date to be specified in the Services Provider Termination Notice being not less than 2 months after service of the notice (**Services Provider Termination Date**). The Services Provider Termination Date may be extended by the EDTL by notice. Unless otherwise mutually agreed, the Services Provider's Right of Occupation will terminate at 5:00 pm (Alice Springs time) on the Services Provider Termination Date.

(f) The Parties agree that they will use their best endeavours to negotiate (for a reasonable period of time) an agreement with Services Providers relating to Services, including giving any rights of access and other interests required to facilitate the provision of the Services, as each party considers appropriate. An agreement with a Services Provider may modify, replace or override the terms of a Services Provider's Right of Occupation.

8. Access

8.1 General

(a) The Association and the EDTL undertake that they will do all things reasonably necessary to enable the EDTL to enjoy and exercise its rights, title and interests under this Sublease.

(b) Subject to the terms of this Sublease and any Living Area Underlease or Living Area Licence, the Association and the EDTL undertake that they will do all things reasonably necessary to enable Living Area Underlessees, Living Area Licensees and persons holding Rights of Occupation to enjoy and exercise their rights, title and other interests under their Living Area Underleases, Living Area Licences and Rights of Occupation.

(c) The Association and the EDTL undertake that they will do all things reasonably necessary to enable persons to enter the Living Area to conduct their legitimate business in or on the Living Area, but so that any such access shall not interfere with the enjoyment and exercise of the rights, title and other interests of Living Area Underlessees, Living Area Licensees and persons holding Rights of Occupation.

(d) Without limiting clause 8.1(c), the Association and the EDTL undertake that they will do all things reasonably necessary to enable:

(i) a person to enter the Living Area (at reasonable times) to provide a Community Service in or on the Living Area;

(ii) Tangentyere Council to enter the Living Area (at reasonable times) to complete the initial upgrade works in or on the Living

Viewed at 12:10:41 on 26/10/2016 by 32GPL.

Area in accordance with the funding agreement between Tangentyere Council and Territory Housing dated 5 September 2008;

(iii) a Municipal Services Provider to enter the Living Area (at reasonable times) to provide municipal services in or on the Living Area; and

(iv) a Postal Service Provider to enter the Living Area (at reasonable times) to provide a Postal Service in or on the Living Area,

but so that any such access shall not interfere with the enjoyment and exercise of the rights, title and other interests of Living Area Underlessees, Living Area Licensees and persons holding Rights of Occupation.

8.2 Association's right of access

(a) The Association may so often as it reasonably requires (at reasonable times and on reasonable notice) enter the Living Area to make reasonable investigations as the Association may deem necessary for the purpose of ascertaining whether or not there has been any breach of any of the terms, covenants or conditions expressed or implied in this Sublease.

(b) Nothing in this clause 8.2 permits the Association to enter an individual housing lot unless such entry is in accordance with:

(i) a Law;

(ii) the terms or conditions of the relevant lease, licence, Right of Occupation, statutory occupation right or other occupancy right granted to the tenant for the purpose of residential housing, or

(iii) with the consent of the person who holds the relevant lease, licence, Right of Occupation, statutory occupation right or other occupancy right granted to the tenant for the purpose of residential housing.

9. Improvements

9.1 Existing Improvements

(a) Existing Improvements subject to a Registered Interest will remain subject to the terms of that Registered Interest, for the period of the Registered Interest.

(b) Existing Improvements subject to a Right of Occupation are included in that Right of Occupation, for the period of that Right of Occupation.

(c) Subject to clauses 9.1(a) and 9.1(b), and any other relevant Law, all Existing Improvements are the property of the Association during the Lease, and are the subject of this Sublease.

Viewed at 12:10:41 on 26/10/2016 by 32GPL.

9.2 Maintenance of Existing Improvements

(a) Subject to clause 9.2(b), the EDTL will be under no obligation under this Sublease to maintain, repair or replace any Existing Improvements, or to compensate the Association or any other person for damage to or destruction of Existing Improvements.

(b) If the Lease requires the Association to maintain, repair or replace any Existing Improvements, the EDTL must maintain, repair or replace those Existing Improvements.

(c) The EDTL may alter, remove or demolish the Existing Improvements.

9.3 Works in respect of Existing Improvements

(a) The Association reserves the right to carry out any Works in respect of the Existing Improvements that may be required to comply with any applicable Law, Planning Scheme or Requirement which are not the responsibility of the EDTL or which are the responsibility of the EDTL but with which the EDTL fails to comply.

(b) The Association may exercise its rights under clause 9.3(a):

(i) on giving prior reasonable written notice (except in the case of an emergency when no notice will be required);

(ii) at reasonable times; and

(iii) if reasonably required by the EDTL, accompanied by a person appointed by the EDTL.

(c) The EDTL must pay to the Association on demand charges for all Works carried out by the Association under clause 9.3(a) in circumstances where the EDTL is obliged to carry out the Works under this Sublease but has failed to do so.

(d) This clause 9.3 does not apply to the extent that Works are, or are proposed to be, carried out in respect of Existing Improvements on land that is the subject of a Living Area Underlease to the Association.

9.4 EDTL's Improvements

(a) Subject to the Law, the Planning Scheme and the terms of this Sublease, the EDTL may erect, install, alter, remove, refurbish and demolish EDTL's Improvements and EDTL's Services in, on or under the Living Area provided that any upgrades or Construction of houses are in accordance with the Building Code and have regard to the Environmental Health Standards and the National Indigenous Housing Guide.

(b) During the Term, all EDTL's Improvements and EDTL's Services will remain the property of the EDTL who is responsible for their maintenance, repair and replacement.

9.5 Ownership of Improvements at the end of the Sublease

(a) At the expiry or sooner determination of this Sublease, all Improvements and Services (including EDTL's Improvements and EDTL's Services) will as between the Association and the EDTL, subject to any continuing

Viewed at 12:10:41 on 26/10/2016 by 32GPL.

Registered Interest referred to in clause 9.1(a), any continuing Right of Occupation referred to in clause 9.1(b) and any other relevant continuing right, title or other interest, be the property of the Association in consideration of the sum of $1, if demanded by the EDTL.

(b) Subject to any agreements in writing between the Association and the EDTL, the Association will not be required to further compensate the EDTL for the transfer of the Improvements.

(c) The EDTL undertakes to do all things necessary, including procuring the agreement and cooperation of any Living Area Underlessee or Living Area Licensee, to enable the Association to enjoy and exercise its rights and interests under this clause 9.5.

10. Housing Management Agreements, Living Area Underleases and Living Area Licences

10.1 Housing Management Agreements

(a) The EDTL must use its best endeavours to ensure that there is a Housing Management Agreement to enable a Housing Authority to provide housing services to Aboriginals in the Living Area.

(b) Subject to the provisions of this clause 10, the EDTL may enter into a Housing Management Agreement if the Housing Management Agreement is with:

(i) the Territory or Territory Housing; or

(ii) a Housing Authority other than the Territory or Territory Housing and has been approved by the Territory and it will commence after the third anniversary of this Sublease.

(c) The EDTL must:

(i) include a clause in each Housing Management Agreement which requires the Housing Authority to Consult with the Association in relation to housing and tenancy management policies and procedures (at intervals of not less than every 6 months), as they relate to the Living Area; and

(ii) procure that the relevant Housing Authority complies with its obligations under the Housing Management Agreement including the clause described in clause 10.1(c)(i) above.

10.2 Notification before entering into Housing Management Agreement

(a) The EDTL must notify the public of a proposal to enter into a Housing Management Agreement during the 10th, 20th and 30th years of this Sublease.

(b) Notification under clause 10.2(a) requires the EDTL to place such notice in the local newspaper, a national newspaper and other media as the EDTL considers appropriate in the circumstances to bring the proposed Housing Management Agreement to the attention of Housing Authorities who may wish to enter into a Housing Management Agreement with the EDTL.

Viewed at 12:10:41 on 26/10/2016 by 32GPL.

(c) A Housing Authority with a bona fide interest in entering into a Housing Management Agreement (**Interested Housing Authority**) with the EDTL has 20 Business Days from the date of the notice or such longer time as is specified in the notice to notify the EDTL of that interest.

(d) The EDTL may, in accordance with clause 10.1(b), enter into a Housing Management Agreement with an Interested Housing Authority that has notified the EDTL under clause 10.2(c).

10.3 Grant of Living Area Underlease

(a) Subject to the provisions in this clause 10, the Association acknowledges that the EDTL may grant Living Area Underleases provided that the EDTL ensures that:

(i) if the Living Area Underlease will commence before the third anniversary of this Sublease, it is granted to:

(A) the Territory or Territory Housing;

(B) a Services Provider; or

(C) the Association or the Association's nominee;

(ii) the term of any Living Area Underlease (including any options) does not exceed the balance of the Term then remaining less 1 day;

(iii) subject to clause 26.3, the Living Area Underlease expires automatically upon expiration or early determination of this Sublease;

(iv) the Living Area Underlease is granted in accordance with the requirements of this Sublease; and

(v) each Living Area Underlessee observes and complies with its obligations under its Living Area Underlease.

10.4 Grant of Living Area Underlease of Community Land

The EDTL may grant a Living Area Underlease of the Community Land to the Association.

10.5 Grant of Living Area Underlease of Vacant Land

(a) The Association or the Association's nominee (**Applicant**) may request the EDTL to grant it a Living Area Underlease of Vacant Land in the Living Area.

(b) A request under clause 10.5(a) must include details of:

(i) the proposed use of the Vacant Land;

(ii) the business case for the proposed use of the Vacant Land; and

(iii) how the Applicant will finance the proposed use of the Vacant Land.

Viewed at 12:10:41 on 26/10/2016 by 32GPL.

(c) The EDTL must give reasonable consideration to a request made under clause 10.5(a).

(d) If having considered a request made under clause 10.5(a) the EDTL is satisfied that:

(i) there is a good business case for the proposed use of the Vacant Land;

(ii) the Applicant has sufficient finances for the proposed use of the Vacant Land;

(iii) the Vacant Land is not required for any other purpose; and

(iv) the grant of a Living Area Underlease of the Vacant Land to the Applicant would be appropriate having regard to the objectives set out in paragraph I of the Background,

the EDTL must negotiate in good faith (for a reasonable period of time) for the grant of a Living Area Underlease of the Vacant Land to the Applicant on reasonable terms.

(e) The EDTL must not grant a Living Area Underlease to the Applicant over a Housing Area without the consent of the Territory.

(f) Nothing in this clause 10.5 prevents the EDTL from considering a request for a Living Area Underlease from a person other than the Association or the Association's nominee.

10.6 Grant of Living Area Licence

(a) Subject to the provisions in this clause 10, the Association acknowledges that the EDTL may grant Living Area Licences provided that the EDTL ensures that:

(i) if the Living Area Licence will commence before the third anniversary of this Sublease, it is granted to:

(A) the Territory or Territory Housing;

(B) a Services Provider;

(C) the Association or the Association's nominee;

(ii) the term of any Living Area Licence (including options) does not exceed the balance of the Term then remaining less 1 day;

(iii) subject to clause 26.3, the Living Area Licence expires automatically upon expiration or early determination of this Sublease;

(iv) the Living Area Licence is granted in accordance with the requirements of this Sublease; and

(v) each Living Area Licensee observes and complies with its obligations under its Living Area Licence.

Viewed at 12:10:41 on 26/10/2016 by 32GPL.

10.7 No release of liability

The EDTL acknowledges that the granting of a Living Area Underlease or Living Area Licence pursuant to this clause 10 will not release the EDTL from any of its obligations or liabilities under this Sublease.

10.8 Amendments and termination

The Association may, by written direction to the EDTL, demand that the EDTL amend or terminate any Housing Management Agreement, Living Area Underlease or Living Area Licence not granted in accordance with this Sublease. The EDTL must terminate or amend (as the case may be) any Housing Management Agreement, Living Area Underlease or Living Area Licence not granted in accordance with this Sublease if directed to do so by the Association.

11. Housing Management Tender

(a) The Territory must call for tender for the provision of housing management services in the Subleased Alice Springs Living Areas within 2 years and 6 months of the commencement of the first Alice Springs Living Area Sublease (**Call for Tender**).

(b) The Territory must, in consultation with the Department of Families, Housing, Community Services and Indigenous Affairs of the Commonwealth of Australia, assess any tender received by a person (**Tenderer**) in response to the Call For Tender on the basis of:

(i) the Tenderer's corporate governance;

(ii) the Tenderer's capacity and demonstrated ability to:

(A) provide public housing services;

(B) maintain and repair existing houses;

(C) facilitate the Construction of new houses;

(D) ensure that compliance with the terms and conditions on which public housing services are provided to persons is maximised;

(iii) the Procurement Process; and

(iv) such other matters as the Territory determines are relevant to the provision of public housing.

(c) Subject to clause 11(d), the Territory may enter into a contract for the provision of housing management services in the whole or part of the Subleased Alice Springs Living Areas (**Contract**) with the most appropriate Tenderer having regard to its assessment under clause 11(b). The Contract will provide for the Tenderer to provide housing management services as an independent contractor and if the Tender has PBI Status the Contract must not oblige the Tenderer to pay rates or taxes.

Viewed at 12:10:41 on 26/10/2016 by 32GPL.

(d) If after making an assessment under clause 11(c) the Territory considers that it is not appropriate to enter into a Contract with any Tenderer, the Territory may decide:

(i) not to enter into a Contract with any Tenderer; and

(ii) to conduct a further tender; or

(iii) to provide housing management services in the Subleased Alice Springs Living Areas through Territory Housing or directly itself.

(e) The Territory does not have to comply with this clause 11 to the extent that it is inconsistent with a Procurement Process.

(f) If the Territory has entered into a Contract with a Tenderer pursuant to clause 11(c), the EDTL must negotiate in good faith with the Tenderer (for a reasonable period of time) for the grant of a Housing Management Agreement on reasonable terms in accordance with clause 10.1(b) over the whole or part of the Living Area as the case may be.

(g) The Territory shall not be taken to have complied with this clause 11 unless the Commonwealth Minister has determined, in writing, that the Call For Tender conducted by the Territory was open and competitive.

12. Future housing and Infrastructure needs

(a) The Department of Families, Housing, Community Services and Indigenous Affairs of the Commonwealth of Australia will have regard to the continuing housing and Infrastructure needs in the Alice Springs Living Areas in developing and applying new Australian Government policy in relation to Indigenous housing and Infrastructure, subject to the availability of funding and the housing, Infrastructure and other need elsewhere in Australia.

(b) To inform the Department of Families, Housing, Community Services and Indigenous Affairs of the Commonwealth of Australia's regard to the continuing housing and Infrastructure needs in the Alice Springs Living Areas, the Territory will commission an independent review of housing and Infrastructure needs on a 3 yearly basis. Such a review will include:

(i) details of capital works carried out during the reporting period including detail of the works undertaken and the associated expenditure; and

(ii) identification of outstanding housing and associated Infrastructure needs including the priority of the needs and an estimate of cost based on the market rate at the time of the review.

The 3 yearly report will be made available by the Territory to the Association on request within a reasonable time, subject to any privacy or confidentiality obligations on the Territory.

13. Home ownership

(a) The Parties agree to develop guidelines (**Home Ownership Guidelines**) to enable Aboriginal people to acquire long-term secure tenure in respect

Viewed at 12:10:41 on 26/10/2016 by 32GPL.

of individual houses and the related land area to the extent such arrangements are permitted by the Lease and any applicable Law.

(b) The Parties intend that the Home Ownership Guidelines will provide for the apportionment of any purchase price between the Parties.

14. Rates, Taxes and Charges

14.1 Outgoings

(a) The EDTL must pay on time any Outgoing (or in the Preliminary Sublease Year or Final Sublease Year, the appropriate part of any Outgoing) whether issued against the Association or the EDTL.

(b) Where any Outgoing is issued against the Association, the Association must give the EDTL a copy of the invoice in respect of that Outgoing within 7 Business Days of receiving the invoice.

(c) The EDTL must pay the amounts under this clause 14.1 direct to any Government Agency or other person imposing the charge on time.

(d) The EDTL must give the Association receipts for any Outgoings paid by the EDTL upon request by the Association.

(e) Nothing in this clause 14.1 prevents the EDTL from recovering Outgoings from any Living Area Underlessee or Living Area Licensee, including, if applicable, the Association.

14.2 Charges for Services

(a) The Association is not liable for:

(i) the cost of any Services supplied, metered, consumed or connected to the Living Area except where the Services are for the benefit of the Association; or

(ii) the cost of installing separate meters for any Services capable of being separately metered.

(b) The EDTL must pay on time any amounts charged or levied directly upon the Association relating to the use or supply of Services (except where the Services are for the benefit of the Association) direct to any Government Agency or other person imposing the charge.

(c) Nothing in this clause 14.2 prevents the EDTL from recovering amounts relating to the use or supply of services from any Living Area Underlessee or Living Area Licensee, including, if applicable, the Association.

14.3 Stamp duty

For the avoidance of doubt, the EDTL must pay any stamp duty assessed on this Sublease.

14.4 Association's Administrative costs

The Administrative Costs incurred by the Association will be born by the EDTL.

Viewed at 12:10:41 on 26/10/2016 by 32GPL.

15. Insurance

(a) Subject to clause 15(b), the EDTL will self insure with Comcover during the Term in respect of the following:

(i) the Improvements; and

(ii) public risk in relation to the Living Area.

(b) Nothing in this clause 15 requires the EDTL to self insure with Comcover in respect of any Improvements if the Improvements are the subject of a Housing Management Agreement, Living Area Underlease or Living Area Licence which requires the Housing Authority, Living Area Lessee or Living Area Licensee, as the case may be, to effect and maintain insurance in relation to the Improvements.

16. GST

(a) Subject to this clause 16, all taxes, duties and government charges imposed in Australia or overseas in connection with this Sublease must be borne by the EDTL.

(b) Unless otherwise indicated, all consideration for any supply made under this Sublease is exclusive of any GST imposed on the supply.

(c) Subject to this clause, if one party (**supplier**) makes a taxable supply under this Sublease to another party (**recipient**), any party providing consideration for the supply must pay on demand without setoff an additional amount to the supplier equal to the GST imposed on the supply by reference to the consideration provided by that party.

(d) No party may claim or retain from another party any amount in relation to a supply made under this Sublease for which the first party can obtain an input tax credit or decreasing adjustment.

17. Use of Living Area

17.1 Permitted Use

The EDTL must only use, and permit the use of, the Living Area for any use consistent with the purpose of the Lease and including the development of the Living Area for the benefit of current and future residents (**Permitted Use**). At the Commencement Date the purpose of the Lease is Aboriginal Communal Purposes.

17.2 Compliance with Laws and Planning Scheme

The EDTL must comply with all Laws and any Planning Scheme which affect or relate to the Living Area and the use or occupation of the Living Area and its Improvements regardless of whether the Law or Planning Scheme requires either or both of the EDTL and the Association or any Third Party to take action, except to the extent that such compliance requires the EDTL to undertake structural alterations or additions to the Existing Improvements, unless such structural alterations or additions are occasioned or required by reason of:

(a) the nature of the particular business conducted by the EDTL in the Living Area; or

Viewed at 12:10:41 on 26/10/2016 by 32GPL.

(b) any negligence or default of the EDTL.

17.3 Compliance with Lease

(a) If the Lease restricts or places conditions on any Development, the EDTL must comply with those restrictions and conditions as if they were restrictions or conditions under this Sublease.

(b) If the Lease places any obligations on the Association, the EDTL must comply with those obligations as if they were obligations under this Sublease.

(c) Clause 17.3(b) does not apply to any obligations in the Lease that require the Association to pay rent or other monies except as otherwise expressly provided in this Sublease.

17.4 Compliance with notices

The EDTL must comply with all notices, orders and directions issued or given by a Government Agency which affect or relate to the Living Area or the use or occupation of the Living Area regardless of whether the notice, order or direction is addressed to or requires compliance by either or both of the EDTL and the Association or any Third Party except:

(a) to the extent that the Association is required to comply with any Law; or

(b) to the extent that compliance with the obligation in this clause 17.4 requires the EDTL to undertake structural alterations or additions to the Existing Improvements, unless such structural alterations or additions are occasioned or required by reason of:

(i) the nature of the particular business conducted by the EDTL in or on the Living Area; or

(ii) any negligence or default of the EDTL.

17.5 Notices

A Party which receives a notice, order or direction from a Government Agency which affects or relates to the Living Area or the use or occupation of the Living Area must promptly give a copy of that notice, order or direction to the other Parties.

17.6 Roads

The Parties acknowledge that the general Laws of the Northern Territory, or a local government body of the Northern Territory, in relation to the use of public roads should apply to all roads in the Living Area generally used by the occupants of the Living Area, and will make no objection or claim to compensation if those Laws do apply.

18. EDTL's indemnity

18.1 Risk

The EDTL:

Viewed at 12:10:41 on 26/10/2016 by 32GPL.

(a) uses and occupies the Living Area;

(b) uses the Existing Improvements; and

(c) uses all Services,

at the EDTL's own risk.

18.2 The EDTL indemnifies the Association

(a) Subject to the terms of this Sublease, the EDTL must indemnify and keep indemnified the Association against all actions, claims, losses, demands, damages, liabilities, suits, costs and expenses for which it is liable (including legal costs on a full indemnity basis) resulting from:

(i) any damage or loss of property; and

(ii) the death of or injury to any person,

which is or may be suffered or sustained in the Living Area, whether occupied by the EDTL or not, in circumstances which relate in any way to the use and occupation of the Living Area.

(b) This indemnity will not apply to the extent that the action, claim, loss, demand, damage, liability, suit, cost or expense is caused by a deliberate or negligent act or omission of the Association.

(c) This indemnity will not apply to the extent that any claim, liability, action, suit, demand, cost or expense results from any:

(i) loss of or damage to any property in land within the Living Area;

(ii) death or injury of any person occurring on any part of land within the Living Area;

(iii) failure of any of the Services in, on or under land within the Living Area,

if that land is the subject of a Living Area Underlease to the Association.

18.3 The EDTL releases the Association

(a) The EDTL releases the Association and the Association's Agents to the full extent permitted by Law from all claims, liabilities, actions, suits, demands, costs and expenses of every kind resulting from any:

(i) loss of or damage to any property in the Living Area;

(ii) death or injury of any person occurring on any part of the Living Area;

(iii) act or omission of the Association or the Association's Agents in the Living Area; and

(iv) failure of any of the Services.

(b) The EDTL releases and forever discharges the Association from any and all liability arising from any disruption to the EDTL's use of the Living

Viewed at 12:10:41 on 26/10/2016 by 32GPL.

Area arising from Works undertaken pursuant to clause 9.3 including but not limited to any claim for the Association's breach of the covenant of quiet enjoyment.

(c) This release will not apply to the extent that any claim, liability, action, suit, demand, cost or expense is caused by a deliberate or negligent act or omission of the Association or the Association's Agents.

(d) This release will not apply to the extent that any claim, liability, action, suit, demand, cost or expense results from any:

(i) loss of or damage to any property in land within the Living Area;

(ii) death or injury of any person occurring on any part of land within the Living Area;

(iii) failure of any of the Services in, on or under land within the Living Area,

if that land is the subject of a Living Area Underlease to the Association.

19. Reinstatement

19.1 No obligation to reinstate

Subject to clause 9.2(b), neither the Association or the EDTL has any obligation to reinstate the Living Area if at any time during the Term any part of the Living Area is wholly or partly damaged or destroyed or becomes unfit for, or incapable of use or occupation.

19.2 No right to damages

The EDTL will not have any right, action or claim for loss, damage or compensation against the Association as a result of damage to or destruction of any part of the Living Area except to the extent that the damage or destruction is caused or contributed to by a wilful or negligent act or omission of the Association or the Association's Agents.

20. Consultative Forum

20.1 Establishment of the Consultative Forum

(a) The Parties agree that there will be a Consultative Forum for the Alice Springs Living Area Subleases.

(b) Immediately after the execution of the first Alice Springs Living Area Sublease, the EDTL must establish a Consultative Forum.

(c) The Consultative Forum will comprise a maximum of 6 members, being 1 nominee of the EDTL and 5 nominees of the Alice Springs Living Area Associations.

20.2 Purpose of the Consultative Forum

The purpose of the Consultative Forum is to:

Viewed at 12:10:41 on 26/10/2016 by 32GPL.

(a) facilitate communications and to discuss land use and other issues arising in relation to the performance of Alice Springs Living Area Subleases having regard to the interests of Alice Springs Living Area Associations and other legitimate community interests; and

(b) perform other functions as agreed by the Parties from time to time.

20.3 Association nominees to consult with Living Area residents

The members of the Consultative Forum who are nominees of the Alice Springs Living Area Associations will consult with residents of the Subleased Alice Springs Living Areas in relation to the business of the Consultative Forum.

20.4 Power to bind the Parties

(a) The Consultative Forum does not have the power to bind the Parties to this Sublease.

(b) A member of the Consultative Forum does not have the power to bind the Party who appointed him or her.

20.5 EDTL to consult with the Consultative Forum

(a) The EDTL must Consult with the Consultative Forum in relation to:

(i) the future development of the Subleased Alice Springs Living Areas including the housing and Infrastructure needs of the Subleased Alice Springs Living Areas;

(ii) Housing Management Agreements or Living Area Underleases which the EDTL proposes to grant, other than a Housing Management Agreement to the Territory or Territory Housing that will commence within the first 3 years of this Sublease; and

(iii) material contracts which the EDTL proposes to enter into relating to the Subleased Alice Springs Living Areas.

(b) The EDTL may consult with the Consultative Forum in relation to any other matter related to the administration of this Sublease.

(c) The EDTL must have due regard to any recommendation of the Consultative Forum.

20.6 Conduct of the Consultative Forum

(a) The EDTL must convene:

(i) the first meeting of the Consultative Forum within 6 months of the commencement of the first Alice Springs Living Area Sublease; and

(ii) meetings of the Consultative Forum no less frequently than every 6 months during the Term of this Sublease.

(b) Subject to clause 20.6(a), meetings of the Consultative Forum are to be convened and conducted in accordance with the Consultative Forum Rules prepared in reasonable form by the EDTL and amended from time to time by the Consultative Forum (**Consultative Forum Rules**).

Viewed at 12:10:41 on 26/10/2016 by 32GPL.

(c) The reasonable costs of the Consultative Forum will be borne by the EDTL.

20.7 Annual Statement to Consultative Forum

The EDTL will provide a statement (**EDTL Annual Statement**) to the Consultative Forum within 6 months of the end of each Sublease Year providing details of the EDTL's revenue and expenses in relation to the Subleased Alice Springs Living Areas during the previous Sublease Year.

21. Advisory Housing Forum

21.1 Membership of the Advisory Housing Forum

(a) The Parties agree that there will be an Advisory Housing Forum for the Alice Springs Living Area Subleases.

(b) The Advisory Housing Forum will comprise 3 members, being 1 nominee of the Commonwealth of Australia, 1 nominee of the Territory and 1 nominee of Tangentyere Council.

21.2 Purpose of the Advisory Housing Forum

The purpose of the Advisory Housing Forum is to facilitate communications between the Commonwealth of Australia, the Territory and Tangentyere Council in relation to tenancy management issues in the Subleased Alice Springs Living Areas.

21.3 Power to bind the Parties

(a) The Advisory Housing Forum does not have the power to bind the Parties to this Sublease.

(b) A member of the Advisory Housing Forum does not have the power to bind the Party who appointed him or her.

21.4 Advisory Housing Forum Meetings

(a) The Advisory Housing Forum will meet quarterly.

(b) Meetings of the Advisory Housing Forum are to be convened and conducted in accordance with the rules (if any) determined by the Advisory Housing Forum from time to time.

22. Association's obligations

22.1 Quiet enjoyment

If the EDTL pays the Sublease Payment (if demanded) and otherwise complies with the terms of this Sublease, the EDTL may, subject to any Registered Interest, peaceably hold and quietly enjoy the Living Area during the Term without disturbance or interruption from or by the Association or any other person or persons claiming under the Association during the Term.

Viewed at 12:10:41 on 26/10/2016 by 32GPL.

22.2 Produce certificates

The Association will promptly produce all necessary certificates as to title upon demand by the EDTL to facilitate the registration of this Sublease, any Housing Management Agreement, any Living Area Underlease and any Living Area Licence granted by the EDTL or any transfer, variation, mortgage, underlease, surrender or other dealing with or involving a Housing Management Agreement, Living Area Underlease or Living Area Licence.

23. Sublease ends if Lease ends

This Sublease will automatically end if the Lease ends for any reason. If this Sublease ends under this clause, this does not affect rights that arise before, or because of, the ending of this Sublease.

24. Default

24.1 Occurrence of Default Event

(a) If a Default Event occurs the Association may give the Defaulting Party a notice in writing:

(i) specifying that a Default Event has occurred;

(ii) setting out reasonable details of the event or circumstance constituting the Default Event; and

(iii) in the case of a Default Event other than a Financial Default, specifying the Cure Period.

(b) If the Defaulting Party is the Territory, the Association must give the EDTL a copy of the Default Notice within 5 Business Days of providing the Default Notice to the Territory.

24.2 Financial Default

(a) If the EDTL commits a Financial Default and fails to remedy the breach within 40 Business Days after receiving the Default Notice, the Association may terminate this Sublease 40 Business Days after giving written notice of intention to terminate to the EDTL subject to clause 24.2(b).

(b) The Association may not give written notice of intention to terminate to the EDTL until it has exhausted the procedures in clause 28.

24.3 Remedies for other Default Events

(a) If a Defaulting Party commits a Default Event, other than a Financial Default, then within 20 Business Days of receipt of the Default Notice, the Defaulting Party must provide to the Association a Cure Plan in respect of that Default Event. The Association must not unreasonably refuse a request by the Defaulting Party for an extension of time to prepare the Cure Plan.

(b) Following receipt of a Default Notice, the Defaulting Party will be permitted to cure the Default Event within the Cure Period and, if applicable, in accordance with the Cure Plan.

Viewed at 12:10:41 on 26/10/2016 by 32GPL.

(c) If the Defaulting Party requires an extension to the Cure Period it may, not later than the expiration of the current Cure Period, provide to the Association:

(i) a revised Cure Plan; and

(ii) evidence that:

(A) the Defaulting Party has diligently pursued and is continuing to diligently pursue a feasible and practicable programme of rectification; and

(B) the Default Event cannot be (or could not have been), with reasonable diligence, cured within the current Cure Period.

(d) The Association must not unreasonably refuse to grant an extension of the Cure Period.

(e) If the Defaulting Party commits a Default Event in relation to the Living Area and the Default Event is not cured within the Cure Period then the Defaulting Party commits a Termination Event.

(f) The provisions of this clause 24.3 do not limit or reduce the rights of the Association to claim damages for breach of this Sublease.

24.4 Remedies for Termination Event

(a) If a Termination Event occurs, then the Association will be entitled to:

(i) terminate this Sublease 40 Business Days after service of written notice of intention to terminate to the EDTL, subject to clause 24.2(b); and

(ii) exercise all legal and equitable rights and remedies available to the Association (whether under this Sublease or otherwise).

(b) The Association may not give written notice of intention to terminate to the EDTL until it has exhausted the procedures in clause 28.

24.5 Waiver

If this Sublease, or the EDTL's right to occupy the Living Area is terminated for any reason, the EDTL waives any rights it might otherwise have to pursue a claim of restitution of any kind including, without limitation, a claim of unjust enrichment.

24.6 Consequences of termination

Upon termination of this Sublease, or the EDTL's right to occupy the Living Area (whether through default or expiry or otherwise), the rights and obligations of the Parties will cease except for:

(a) any obligations arising or rights accrued as a result of an existing breach of this Sublease; and

(b) any obligations which are expressed to continue in accordance with the terms of this Sublease.

Viewed at 12:10:41 on 26/10/2016 by 32GPL.

25. Overholding

If the EDTL remains in occupation of the Living Area without objection by the Association following the expiration or earlier determination of this Sublease, then:

(a) the EDTL will be deemed to be a biannual tenant upon the same terms and conditions as are contained in this Sublease so far as they are applicable to such a tenancy; and

(b) such a tenancy will be determinable by either Party on 6 month's prior written notice.

26. Obligations on expiration or termination

26.1 Return of Living Area

The EDTL must return the Living Area to the Association at the expiration, surrender or earlier determination of the EDTL's occupancy of the Living Area in a condition consistent with its obligations under this Sublease.

26.2 Novation of agreements

(a) Subject to clause 26.3, upon the expiration or earlier determination of this Sublease the EDTL must, upon the request of the Association, use all reasonable endeavours to novate or assign to the Association or the Association's nominee without payment:

(i) any service or maintenance agreement relating to the Living Area, Improvements or Services (or any part of it) or the benefit of any such agreement; and

(ii) any other agreement solely relating to the Living Area (or any part of it) or the benefit of any such agreement.

(b) Nothing in this clause 26.2 requires the Association to request the novation or assignment of any agreement.

26.3 Novation of Housing Management Agreements, Living Area Underleases and Living Area Licences

Prior to or upon the early determination of this Sublease:

(a) the EDTL must use all reasonable endeavours to novate or assign all Housing Management Agreements, Living Area Underleases and Living Area Licences to the Association; and

(b) the Association must use all reasonable endeavours to enable the EDTL to novate or assign all Housing Management Agreements, Living Area Underleases and Living Area Licences to the Association.

27. Renewal

27.1 Renewal of Sublease

The Parties agree to negotiate in good faith for the renewal of this Sublease not later than 20 years before the end of the Term.

Viewed at 12:10:41 on 26/10/2016 by 32GPL.

28. Dispute resolution

28.1 Procedure to resolve disputes

(a) If there is a dispute between the Parties relating to or arising out of this Sublease, the Parties must use reasonable endeavours acting in good faith to settle the dispute as soon as practicable.

(b) If a dispute relating to or arising under this Sublease is not resolved within 25 Business Days (or such longer period as agreed between the Parties) after notice by one Party to the other of the nature of the dispute, the Parties will submit the matter to mediation on the following terms:

(i) the mediator will be chosen by the Parties within 10 Business Days (or such longer period agreed between the Parties) and appointed within a further 5 Business Days (or such longer period agreed between the Parties);

(ii) in the absence of agreement by the Parties as to the mediator, either Party may apply to the President of LEADR to appoint a mediator who must be appointed within 10 Business Days (or such longer period agreed between the Parties) of the application;

(iii) the Parties must endeavour to procure that a mediator appointed under subparagraph 28.1(b)(i) or 28.1(b)(ii):

(A) assists the Parties to reach a resolution of the dispute by agreement;

(B) acts impartially and ensures that each Party has a clear understanding of the other Party's points of view to enable proposals to be formulated for settlement of the dispute;

(C) does not make his or her personal or professional views known to the Parties or give any professional advice to a Party;

(D) is entitled to terminate the mediation if, after consultation with the Parties, the mediator forms the view that the mediation process is exhausted; and

(E) does not impose a solution on the Parties and any suggestion made during the course of the mediation by the mediator will not be binding on a Party;

(iv) each Party may appoint a person, including a legally qualified person, to represent it or assist it in the mediation;

(v) each Party will bear its own costs relating to the preparation for and attendance at the mediation;

(vi) the costs of the mediator will be borne equally between the Parties; and

(vii) the mediation process will cease if the dispute has not been settled within 20 Business Days of the mediator being appointed, or such longer time as may be agreed by the Parties.

Viewed at 12:10:41 on 26/10/2016 by 32GPL.

(c) A Party may not commence court proceedings in relation to a dispute arising in connection with this Sublease until it has exhausted the procedures in this clause 28 unless the Party seeks appropriate injunctive or other interlocutory relief to preserve property or rights or to avoid losses that are not compensable in damages.

28.2 Continue to perform

Notwithstanding the existence of a dispute, each Party must continue to perform its obligations under this Sublease.

29. General

29.1 Amendments

The Parties may from time to time by agreement in writing, amend or vary the provisions of this Sublease.

29.2 Nature of obligations

(a) Any provision in this Sublease which binds more than one person binds all of those persons jointly and each of them severally.

(b) Each obligation imposed on a Party by this Sublease in favour of another is a separate obligation.

29.3 Entire understanding

(a) This Sublease contains the entire understanding between the Parties concerning the subject matter of the Sublease and supersedes all prior communications between the Parties.

(b) Each Party acknowledges that, except as expressly stated in this Sublease, that Party has not relied on any representation, warranty or undertaking of any kind made by or on behalf of the other Party in relation to the subject matter of this Sublease.

29.4 No adverse construction

This Sublease is not to be construed to the disadvantage of a Party because that Party was responsible for its preparation.

29.5 Further assurances

A Party, at its own expense and within a reasonable time of being requested by another Party to do so, must do all things and execute all documents that are reasonably necessary to give full effect to this Sublease.

29.6 No waiver

(a) A failure, delay, relaxation or indulgence by a Party in exercising any power or right conferred on the Party by this Sublease does not operate as a waiver of the power or right.

(b) A single or partial exercise of the power or right does not preclude a further exercise of it or the exercise of any other power or right under this Sublease.

Viewed at 12:10:41 on 26/10/2016 by 32GPL.

(c) A waiver of a breach does not operate as a waiver of any other breach.

29.7 Severability

If any provision of this Sublease is void, voidable by any party, unenforceable or illegal, it shall be read down so as to be valid and enforceable or if it can not be so read down, the provision (or where possible the offending words), shall be severed from this Sublease without affecting the validity, legality or enforceability of the remaining provisions (or parts of those provisions) of this Sublease which will continue in full force and effect.

29.8 Successors and assigns

This Sublease binds and benefits the Parties and their respective successors and permitted assigns under clause 29.9.

29.9 No assignment without consent of other Parties

(a) A Party cannot assign or otherwise transfer the benefit of this Sublease without the prior written consent of each other Party.

(b) An assignment or transfer of the benefit of this Sublease without the prior written consent of each other Party is invalid.

29.10 Consents and approvals

Where anything depends on the consent or approval of a Party then, unless this Sublease provides otherwise, that consent or approval may be given conditionally or unconditionally or withheld, in the absolute discretion of that Party.

29.11 Costs

Each Party must pay its own legal costs of and incidental to the preparation and completion of this Sublease.

29.12 Governing law and jurisdiction

(a) This Sublease is governed by and must be construed in accordance with the laws in force in the Northern Territory.

(b) The Parties submit to the exclusive jurisdiction of the courts of that Territory and the Commonwealth of Australia in respect of all matters arising out of or relating to this Sublease, its performance or subject matter.

29.13 Notices

Any notice or other communication to or by a Party under this Sublease:

(a) may be given by personal service, pre-paid registered post or facsimile;

(b) must be in writing, legible and in English addressed (depending on the manner in which it is given) as set out in Item 3 of the Schedule or to any other address last notified by the Party to the sender by notice given in accordance with this clause;

Viewed at 12:10:41 on 26/10/2016 by 32GPL.

(c) in the case of a corporation, must be signed by an officer or authorised representative of the sender or in accordance with section 127 of the Corporations Act or section 99-5 of the CATSI Act; and

(d) is deemed to be given by the sender and received by the addressee:

(i) if delivered in person, when delivered to the addressee;

(ii) if posted, 2 Business Days (or 6 Business Days, if posted outside Australia) after the date of posting to the addressee whether delivered or not; or

(iii) if sent by facsimile transmission, on the date and time shown on the transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety and in legible form to the facsimile number of the addressee notified for the purposes of this clause,

but if the delivery or receipt is on a day which is not a Business Day or is after 4.00 pm (addressee's time), it is deemed to have been received at 9.00 am on the next Business Day.

29.14 Counterparts

If this Sublease consists of a number of signed counterparts, each is an original and all of the counterparts together constitute the same document.

29.15 Conflicting provisions

If there is any conflict between the main body of this Sublease and any schedules or annexures comprising it, then the provisions of the main body of this Sublease prevail.

29.16 Non merger

A term or condition of, or act done in connection with, this Sublease does not operate as a merger of any of the rights or remedies of the Parties under this Sublease and those rights and remedies continue unchanged.

29.17 Operation of indemnities

Unless this Sublease expressly provides otherwise:

(a) each indemnity in this Sublease survives the expiry or termination of this Sublease; and

(b) a Party may recover a payment under an indemnity in this Sublease before it makes the payment in respect of which the indemnity is given.

29.18 No right of set-off

Unless this Sublease expressly provides otherwise, a Party has no right of set-off against a payment due to another Party.

29.19 Payment of interest

Any provision expressed or implied in this Sublease obliging the EDTL to pay interest on any moneys including the Sublease Payment has no effect.

Viewed at 12:10:41 on 26/10/2016 by 32GPL.

29.20 Relationship of Parties

Unless this Sublease expressly provides otherwise, nothing in this Sublease may be construed as creating a relationship of partnership, of principal and agent or of trustee and beneficiary.

Viewed at 12:10:41 on 26/10/2016 by 32GPL.

Schedule - Sublease particulars

Item:		Particulars:
1.	**Living Area** (clause 1.1)	The whole of the land described in Certificate of Title Volume 622 Folio 178 being Lot 5146 Town of Alice Springs on plan S75/103 a copy of which is attached at Annexure 1.
2.	**Commencement Date** (clause 1.1)	The date on which clause 2.1(a) is satisfied, being ..... 3 December 2009
3.	**Notices** (clause 29.13)	If to the Association: Anthepe Housing Association Incorporated PO Box 8070 Alice Springs NT 0871
		If to the EDTL: The Executive Director of Township Leasing Centraplaza 16 Bowes Street WODEN ACT 2606 Facsimile: (02) 6121 4150
		If to the Territory: Executive Director Projects and Key Initiatives Territory Housing, Department of Local Government and Housing GPO Box 4621 Darwin NT 0801 Ph: (08) 8999 8426

Viewed at 12:10:41 on 26/10/2016 by 32GPL.

	If to Territory Housing: Executive Director Projects and Key Initiatives Territory Housing, Department of Local Government and Housing GPO Box 4621 Darwin NT 0801 Ph: (08) 8999 8426
4. **Community Land** (clause 1.1)	That part of the Living Area indicatively cross hatched by hand on the plan at Annexure 4 being the areas marked "CU1", "CU2" and "Lot 9664(A)".

Viewed at 12:10:41 on 26/10/2016 by 32GPL.

Executed as a deed.

Executed by **Anthepe Housing Association Incorporated** in accordance with its constitution by:

Rosemary Rubuntja
Signature

ROSEMARY RUBUNTJA
Print Name

COMMITTEE MEMBER
Position

Phillip Miller
Signature

PHILLIP MILLER
Print Name

PRESIDENT
Position

.....
Signature

.....
Print Name

.....
Position

.....
Signature

.....
Print Name

.....
Position

31.07.2009
Date

Viewed at 12:10:41 on 26/10/2016 by 32GPL.

Executed by the **Executive Director of Township Leasing** for and on behalf of the Commonwealth of Australia in the presence of:)

.....
Signature of qualified witness

Kym Lockley
.....
Name of qualified witness (please print)

Solicitor
.....
Qualification

Phone: (02) 6121 4223
Address: L3 16 Bowes St
.....Woden A.C.T.....
Contact details of qualified witness

.....
Signature of Executive Director of Township Leasing

PAT WATSON
.....
Name (please print)

3/12/2009
.....
Date

Sublease

SIGNED by DAVID RITCHIE for and on behalf of the NORTHERN TERRITORY OF AUSTRALIA pursuant to a delegation under the *Contracts Act* in the presence of:

.....
Witness

Jackie Antao
Print name

.....
A Practitioner of the Supreme Court of the Northern Territory of Australia
Position 68 The Esplanade, Darwin NT
Ph: (08) 8935 7809

.....
Signature

D J Ritchie
Chief Executive
Print name

3 DEC 2009
.....
Date

The common seal of the Chief Executive Officer (Housing) was affixed in the presence of:

.....
Witness

Jackie Antao
Print name

.....
A Practitioner of the Supreme Court of the Northern Territory of Australia
Position 68 The Esplanade, Darwin NT
Ph: (08) 8935 7809

.....
Chief Executive Officer (Housing)

D J Ritchie
Chief Executive
Print name

3 DEC 2009
.....
Date

Viewed at 12:10:41 on 26/10/2016 by 32GPL.

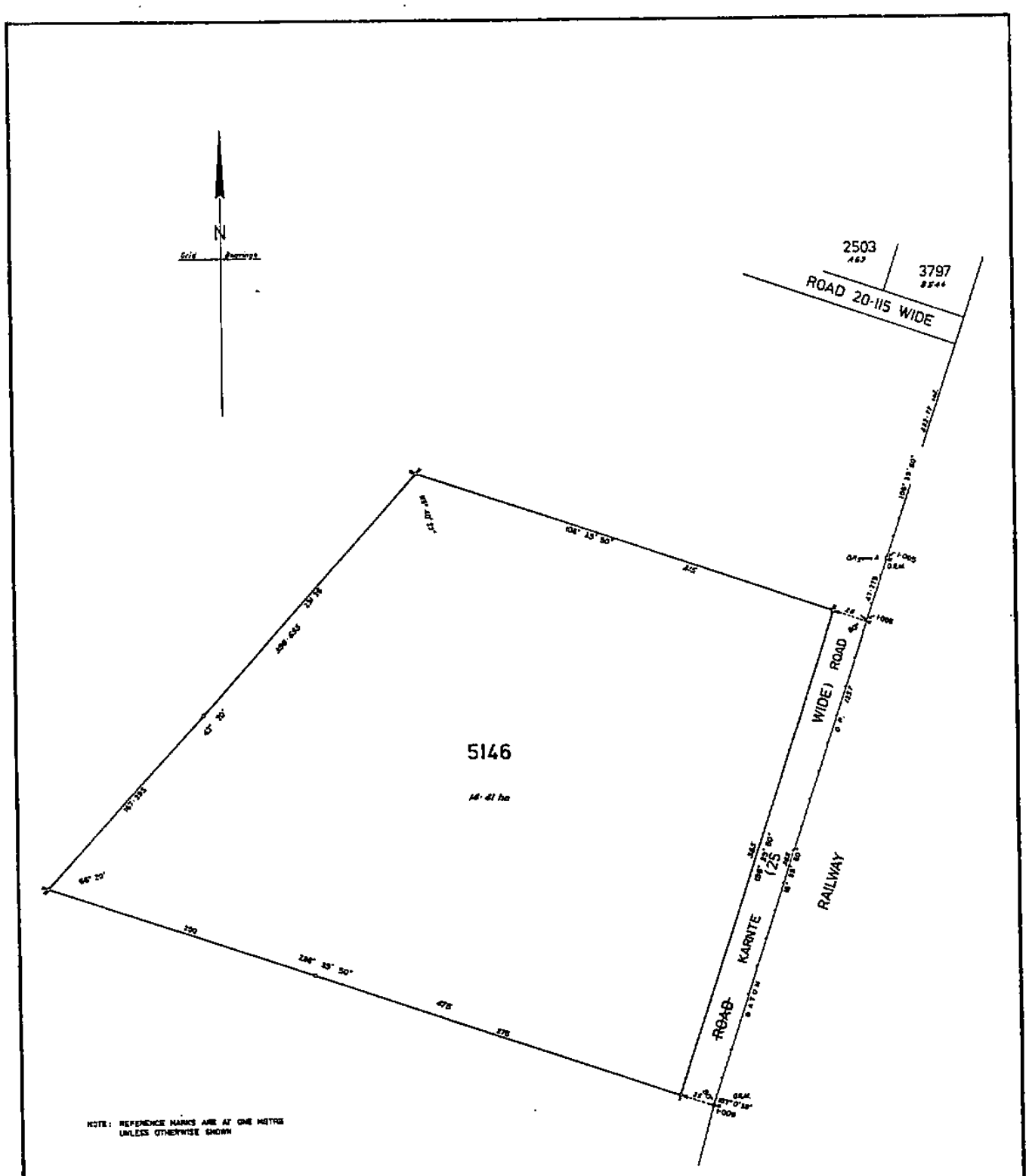
Annexure 1 - Living Area

Viewed at 12:10:41 on 26/10/2016 by 32GPL.

Survey Plan S 75/103

Viewed at 15:05:16 on 15/05/2009 by 69AGS.

MICROCOPY



No.	REFERENCE	DETAILS	APPROVED	DATE
		AMENDMENTS		

SURVEYOR'S CERTIFICATE

I, Richard A. Berry

hereby certify that the survey represented on this plan was carried out by me or under my supervision between the 25-7-76 and that this survey has been executed in accordance with the Licensed Surveyors Ordinance 1933-1937 and the Regulations thereunder.

Date 3/8/76 Licensed Surveyor

SURVEY APPROVED

Date 14-10-1976 Surveyor-General

File No. S 75/103

Field Book No.

Index Plan ALICE SPRINGS (1:10,560) 21-15

Drawn S. Dyer 29-7-76

Examined G.A.G. 6.8.76

Calculation Book No.

Passed Approved under Regulations

Date 15-10-76

LEGEND

AZIMUTH

A. Assumed from D.P. 1197

B.

C. From Licensed Control

D.

LOT 5146

TOWN OF ALICE SPRINGS

SCALE 1:1500

S.75/103

MICROFILMED 4/7/91

Annexure 2 - Form 78 Non Lapsing Caveat

Viewed at 12:10:41 on 26/10/2016 by 32GPL.

Intentionally Blank

Form 78

Section 138

Land Title Act
REGISTRAR-GENERAL'S DIRECTIONS

NORTHERN TERRITORY OF AUSTRALIA

X **No:**

IMPORTANT NOTICE

Please Note Privacy Statement Overleaf

NON LAPSING CAVEAT

The caveator claims the estate or interest specified in the land described on the grounds set out and forbids the registration of any dealing affecting that estate or interest to the extent of the prohibition as specified during the period in which the caveat remains in force. (NOTES 1-5)

Register	Volume	Folio	Location	Lot Description	Plan	Unit

(NOTE 6)

CAVEATOR (PERSON LODGING CAVEAT)	Name: Address for the service of Notices:	(NOTE 7)
ESTATE OR INTEREST CLAIMED		(NOTE 8)
GROUNDS OF CLAIM		(NOTE 9)
REGISTERED INTERESTS AFFECTED EXTENT OF PROHIBITION	Instrument No: Absolutely	(NOTE 10)
OWNERS	Name: Address:	(NOTE 11)
OTHER PARTIES	Name: Address:	(NOTE 12)

BASIS OF LODGEMENT (tick one)	BY REGISTERED OWNER	WITH THE CONSENT OF THE REGISTERED OWNER	COPY OF COURT ORDER DEPOSITED	OTHER THAN PURSUANT TO PART 7 DIVISION 2 OF THE *LAND TITLES ACT.*	(NOTE 13)

.....
SIGNED by the Caveator
on (Date) .....

In the presence of:
.....
Qualified Witness:
.....

.....

(NOTES 14 & 15)

Registered on ..... At .....

Office use only.

Notices sent to registered proprietors

On ..... / ..... / 20.....

Registered Mail No: .....

Notices sent to registered proprietors

On ..... / ..... / 20.....

Registered Mail No: .....

Notices sent to registered proprietors

On ..... / ..... / 20.....

Registered Mail No: .....

Notices sent to registered proprietors

On ..... / ..... / 20.....

Registered Mail No: .....

SCHEDULE OF NOTES

1. Caveats remain in effect for the periods specified in Part 7 Division 2 of the *Land Title Act*. For Non Lapsing of Caveats refer Section 142 of the *Land Title Act*. This form may be used only if one of the circumstances set out in section 142(1) (a) to (e) of the *Land Title Act* exists.
2. A caveat prevents registration of another instrument affecting the lot over which the caveat is lodged from the date and time endorsed by the Registrar-General on the caveat as the caveat's date and time of lodgement.
3. A caveat may be lodged as an original only and must be typed or completed in ink or biro. Alterations to information entered on the form should be crossed out (not erased or obliterated by painting over) and initialled by the parties.
4. All signatures must be in ink or biro.
5. If there is insufficient space in any panel use the space above or an annexure sheet (Form 95).
6. Volume and Folio references must be given together with complete parcel description. The certificate as to title need not be produced. If the caveat affects part only of the land in a title the description should also be given. Any necessary diagram should be endorsed above or on an annexure sheet (Form 95) or a survey plan deposited with the Surveyor-General may be referred to.
7. Insert full name and an address for the service of notices. The address can be a postal address.
8. Specify the estate or interest claimed eg. "an estate in fee simple in the land", "an interest as mortgagee in the land". Where the interest claimed is the interest of only one of several registered owners this fact should be set out here. The interest must be an interest in the land.
9. Specify the grounds on which the interest is claimed.

   eg. "as purchaser under a contract of sale from A.B. dated....."
   "as mortgagee under an instrument of mortgage from A.B. dated....."
10. Where the caveat only affects one or some of the registered interest specify the registered interest eg lease. Caveats can be lodged so as not to absolutely prohibit dealings with the land or interest. If this is the case delete "absolutely" and specify the conditions under which registration may be effected. eg "except a mortgage to .....".
11. Insert Owners current address for the Service of Notices.
12. The Registrar-General must give written notice of lodgement of a caveat to each person whose interest or whose right to registration of an instrument is affected by the caveat. Insert name and address for the Service of Notices of anyone else having the right to deal with the lot affected by the caveat
13. You must tick one of these boxes. If you are unable to, the caveat subject to section 142 of the *Land Title Act* is a lapsing caveat and form 79 must be used. If you are claiming that the caveat is lodged with the consent of the registered owner evidence of the written consent is required either as a separate consent (Form 93) or other evidence of that consent must be produced.
14. The caveat may be signed by the caveator or by an agent of the caveator.
15. Persons who may witness this document are a Commissioner for Oaths, a member of the Legislative Assembly, a legal practitioner within the meaning of the *Legal Practitioners Act*, a person holding office under the *Supreme Court Act*, the *Justices Act*, the *Local Court Act* or the *Registration Act*, a member of the Police Force, a person licensed as a conveyancing agent or real estate agent under the *Agents Licensing Act*, a Notary Public and any other person approved by the Registrar-General.

    A witness to an instrument executed by an individual must first:

    - take reasonable steps to ensure that the individual is the person entitled to sign the instrument;
    - have the individual execute the document in the presence of the witness;
    - not be a party to the instrument; and
    - if witnessing more than one signature, clearly state that he/she has witnessed more than one signature. (ie I have witnessed the two signatures appearing above).

    After signing, witnesses must legibly write, type or stamp their names and contact address or telephone number below their signature.

    For a corporation, an instrument must be executed in a way permitted by law or sealed with the corporation's seal in accordance with the *Law of Property Act*, Section 48.

    For witnessing of instruments executed outside the Northern Territory refer to Schedule 1 of the *Land Title Act* and the Registrar-General's Direction.

PRIVACY STATEMENT – LAND REGISTER FORMS

The Registrar-General's Office is authorised by the Land Title Act to collect the information on this form for the establishment and maintenance of the Land Register, which is made available for search by any person, anywhere, including through the Internet, upon payment of a fee. The information is regularly provided to other NT Government agencies, the Australian Valuation Office, local governments, the Australian Bureau of Statistics, the Australian Taxation Office or other Commonwealth Agencies as required or authorised by law, and some private sector organisations for conveyancing, local government, valuation, statistical, administrative and other purposes. The Department of Planning and Infrastructure also uses the information to prepare and sell or licence property sales reports to commercial organisations concerned with the development, sale or marketing of property.

Failure to provide the information in full or in part may prevent your application or transaction being completed.

Your personal information provided on this form can be subsequently accessed by you on request. If you have any queries please contact the Deputy Registrar-General on 8999 5318.

Viewed at 12:10:41 on 26/10/2016 by 32GPL.

Annexure 3 - Form 93 General Consent

Intentionally Blank

Form 93

Land Title Act
REGISTRAR-GENERAL'S DIRECTIONS

NORTHERN TERRITORY OF AUSTRALIA

G	C	No:

IMPORTANT NOTICE

Please Note Privacy Statement Overleaf

GENERAL CONSENT

Register	Volume	Folio	Location	Lot Description	Plan	Unit

(NOTE 1 – 2)

INSTRUMENT BEING CONSENTED TO (Item 1)	Instrument Type: Dated: Names of Parties:	(NOTE 3)
INSTRUMENT UNDER WHICH CONSENT REQUIRED (Item 2)	Dealing Type: Dealing No: Name of consenting party:	(NOTE 4)
EXECUTION BY CONSENTING PARTY	The party identified in item 2 consents to the registration of the instrument identified in item 1 in respect of the above land.	(NOTE 5)

…… Signed by the Consenting Party (Date) …… In the presence of: …… Qualified Witness: …… ……	…… Signed by the Consenting Party (Date) …… In the presence of: …… Qualified Witness: …… ……	(NOTE 6)

Registered on …… At ……

SCHEDULE OF NOTES

1. This General Consent form is lodged as an original only and must be typed or completed in ink or biro. Alterations to information entered on the form should be crossed out (not erased or obliterated by painting over) and initialled by the parties.
2. Volume and Folio references must be given together with parcel description.
3. Insert Instrument type and number, date and name of parties of the instrument being consented to.
4. Insert dealing type, number and name of consenting party.
5. This is the consenting clause.
6. Persons who may witness this document are a Commissioner for Oaths, a member of the Legislative Assembly, a legal practitioner within the meaning of the *Legal Practitioners Act*, a person holding office under the *Supreme Court Act,* the *Justices Act,* the *Local Court Act* or the *Registration Act,* a member of the Police Force, a person licensed as a conveyancing agent or real estate agent under the *Agents Licensing Act,* a Notary Public and any other person approved by the Registrar-General.

   A witness to an instrument executed by an individual must first:

   - take reasonable steps to ensure that the individual is the person entitled to sign the instrument;
   - have the individual execute the document in the presence of the witness;
   - not be a party to the instrument; and
   - if witnessing more than one signature, clearly state that he/she has witnessed more than one signature. (ie I have witnessed the two signatures appearing above).

   After signing, witnesses must legibly write, type or stamp their names and contact address or telephone number below their signature.

   For a corporation, an instrument must be executed in a way permitted by law or sealed with the corporation's seal in accordance with the *Law of Property Act*, Section 48.

   For witnessing of instruments executed outside the Northern Territory refer to Schedule 1 of the *Land Title Act* and the Registrar-General's Direction.

PRIVACY STATEMENT – LAND REGISTER FORMS

The Registrar-General's Office is authorised by the Land Title Act to collect the information on this form for the establishment and maintenance of the Land Register, which is made available for search by any person, anywhere, including through the Internet, upon payment of a fee. The information is regularly provided to other NT Government agencies, the Australian Valuation Office, local governments, the Australian Bureau of Statistics, the Australian Taxation Office or other Commonwealth Agencies as required or authorised by law, and some private sector organisations for conveyancing, local government, valuation, statistical, administrative and other purposes. The Department of Planning and Infrastructure also uses the information to prepare and sell or licence property sales reports to commercial organisations concerned with the development, sale or marketing of property.

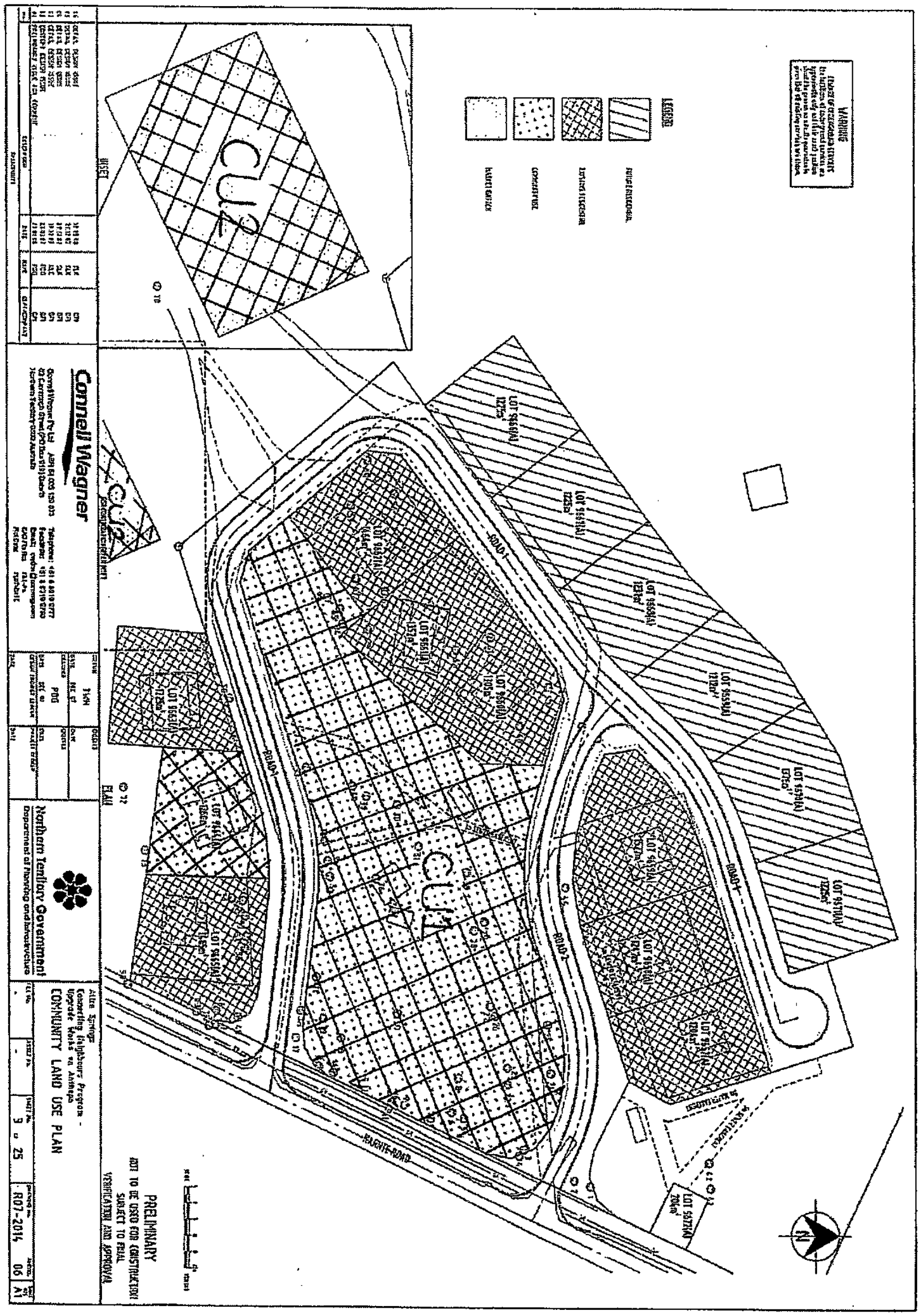
Failure to provide the information in full or in part may prevent your application or transaction being completed.

Your personal information provided on this form can be subsequently accessed by you on request. If you have any queries please contact the Deputy Registrar-General on 8999 5318.

Viewed at 12:10:41 on 26/10/2016 by 32GPL.

Annexure 4 - Community Land

Viewed at 12:10:41 on 26/10/2016 by 32GPL.


COMMUNITY LAND USE PLAN
Connell Wagner
Northern Territory Government
Department of Planning and Infrastructure
PRELIMINARY
NOT TO BE USED FOR CONSTRUCTION
SUBJECT TO FINAL
VERIFICATION AND APPROVAL
ROAD 1
ROAD 2
FAIRVIEW ROAD
LOT 9569(A1)
LOT 9570(A1)
LOT 9571(A1)
LOT 9572(A1)
LOT 9573(A1)
LOT 9574(A1)
LOT 9575(A1)
LOT 9576(A1)
LOT 9577(A1)
LOT 9578(A1)
LOT 9579(A1)
LOT 9580(A1)
LOT 9581(A1)
LOT 9582(A1)
LOT 9583(A1)
LOT 9584(A1)
LOT 9585(A1)
LOT 9586(A1)
LOT 9587(A1)
LOT 9588(A1)
LOT

MINISTER FOR PLANNING AND LANDS

PARLIAMENT HOUSE
STATE SQUARE
DARWIN NT 0800

GPO BOX 3146
DARWIN NT 0801
TELEPHONE: (08) 8901 4047
FACSIMILE: (08) 8901 4169

Anthepe Housing Association
C/- Tangentyere Council
PO Box 8070
ALICE SPRINGS NT 0871

Attention: David Donald, Housing Manager

Dear Mr Donald

I hereby consent for a sublease to be registered against Special Purposes Lease 412 held by Anthepe Housing Association.

I am pleased to advise that, in accordance with my power under section 6 of the *Special Purposes Leases Act* I consent to the registration of the following sublease on Special Purposes Lease 412.

Proposed Lessee:	Executive Director of Township Leasing
Tenement:	Lot 5146, Town of Alice Springs Approved survey plan S75/103
Permitted use:	Aboriginal communal purposes

Yours sincerely

DELIA LAWRIE

29.7.09

Northern Territory Government

00347407

DEPARTMENT OF JUSTICE (ABN 84 085 734 992)
REGISTRAR-GENERAL'S OFFICE
NICHOLS PLACE
GPO BOX 3021
DARWIN NT 0801
Enquiries : 8999 6252

5 OF 18

Priority of Lodgement	1

TAX INVOICE (RECEIPT) - OFFICE COPY

Lodging Party:
AUSTRALIAN GOVERNMENT SOLICITO
GPO BOX 4700
DARWIN 0801

Customer Code: AGSA
Self Assessing Code: N

Date of Issue	08/06/2010
at	10:59
by	KRIS
Application #	00203134

Document Delivery:
AUSTRALIAN GOVERNMENT SOLICITO
GPO BOX 4700
DARWIN 0801

Lodgement No 728326

If paper title exists enter

Volume _____

Folio _____

Description	GST Incl Amount
SUBLEASE (LOT 5146 / ALICE SPRINGS)	155.00

3018/10

Total Cost excl GST	$155.00
Total GST	$0.00
Total Invoice	$155.00

Payment Details

CHEQUE (004370 RBA CANBERRA (092009))

1/32

Form 32 Section 65

Land Title Act

REGISTRAR-GENERAL'S DIRECTIONS

NORTHERN TERRITORY OF AUSTRALIA

DL00728349D

Dealing Number: 728349 Lodged 09/06/2010 at 10:24:59
Dealing Type: UL By CASH
Volume 747 Folio 783 Fee $ 155.00 Receipt 347408

Not liable to stamp duty in the Northern Territory
Commissioner of Territory Revenue use only
(NOTE 1)
for Commissioner of Territory Revenue
24/3/10

SUBLEASE

The owner of the lease subleases to the tenant the estate and interest in the land described and the tenant accepts this sublease of the land for the term and at the rent stipulated and subject to the covenants and conditions contained below or on the back of this document and acknowledges the amount payable or other consideration for the lease. (NOTES 2 – 3)

ESTATE AND INTEREST — Lease being subleased: Number: 728326 (NOTE 4)

Register	Volume	Folio	Location	Lot Description	Plan	Unit
CUFT	~~622~~ 747	~~178~~ 783	Town of Alice Springs	Lot 5146	S75/103	N/A

(NOTE 5)

INTEREST BEING SUBLEASED — The whole of the Land described in Item 2 of the Schedule to this Sublease and shown on the plan at Annexure 1 to this Sublease, being Lot 5146 Town of Alice Springs on plan S75/103. (NOTE 6)

			(NOTE 7)
MARKET RENT UNDER THE SUB-LEASE	Nil	GST AMOUNT Nil	
OTHER CONSIDERATION (Include Nil or Nominal Rent)	$1.10	GST AMOUNT $0.10	

OWNER OF THE LEASE — Executive Director of Township Leasing (NOTE 8)

TENANT — Name: Northern Territory of Australia
Address: C/- Department of Local Government and Housing
RCG House, 83-85 Smith Street, Darwin 0800 (NOTE 9)

TENANCY — Not Applicable (NOTE 10)

TERM OF SUBLEASE

Commencing:	Expiring:	Right of Renewal:	
31/12/2009	2/12/2012	No	(NOTE 11)

CONSENTS — Nil (NOTE 12)

See Execution Clause at p34 of the attached sublease

See Execution Clause at p35 of the attached sublease (NOTE 13)

Registered on 9-6-2010 At 10:35

NORTHERN TERRITORY OF AUSTRALIA REGISTRAR GENERAL

CONSENT OF INTEREST HOLDERS

Instrument type: .....

Instrument No: .....

Name of Parties: .....

.....

I the registered proprietor of the interest shown above consent to the registration of this instrument.

Signed: .....

(Date): .....
In the presence of:

.....

Name of Qualified Witness: .....

Address or Telephone No.: .....

Instrument type: .....

Instrument No: .....

Name of Parties: .....

.....

I the registered proprietor of the interest shown above consent to the registration of this instrument.

Signed: .....

(Date): .....
In the presence of:

.....

Name of Qualified Witness: .....

Address or Telephone No.: .....

COVENANTS

It is hereby covenanted by and between the owner of lease and the tenant as follows;

☐ To comply with the provisions contained in Memorandum of Common Provisions recorded in the Register as LTO No.

✓ The conditions and covenants implied by Sections 117 & 119 *Law of Property Act* ~~shall~~/shall not apply. (delete one)

✓ To comply with the provisions annexed to this lease.

SCHEDULE OF NOTES

1. A sub-lease signed on or after 1 July 2006 is required to be stamped by the Commissioner of Taxes where (i) there is no consideration, or (ii) the consideration is nominal, or (iii) there is valuable consideration other than rent under the lease.
2. This form may be lodged in triplicate and may be adapted for an underlease. The original must be typed or completed in ink or biro. The duplicate and triplicate may be copies of the original but the signatures of all parties and their witnesses must be in ink or biro on all copies. If the words "owners" and "tenant" are considered inappropriate other words (lessor/lessee) may be used. Alterations to information entered on the form should be crossed out (nor erased or obliterated by painting over) and initialled by the parties.
3. If there is insufficient space in any panel use the space above or an annexure sheet (Form 95).
4. Insert the number of the Lease being sub-leased or under-leased.
5. Volume and Folio references must be given together with a description of the location and lot number, unit number and unit plan number if applicable. If a certificate as to title has been issued it must be produced.
6. Insert whole of the land or if part of a lot the instrument of lease must also include a sketch plan identifying the part of the lot drawn to a standard to the Registrar-General's satisfaction, if required by the Registrar-General, a plan of survey identifying the part of the lot; or if required by the *Planning Act*, consent under Part 5 of the *Planning Act*.
7. Pursuant to Section 66 (1)(c) of the *Land Title Act* state whether the rent under the sub-lease is market rent, or nil or nominal rent. Market rent means any rent that is not nominal. A sub-lease for nil or nominal rent or other consideration must show the imprint of the Commissioner of Taxes. For the GST amount, if the sub-lease is subject to the margin scheme and the GST amount is unknown insert "margin scheme" in the box provided. Show the words "Nil" or "Not applicable" if not subject to rent or other consideration.
8. Insert full name of the owner of the lease (namely the tenant under the head lease and not the proprietor of the land). Address is not required.
9. Insert full name of the tenant and an address for the service of notices. The address can be a postal address.
10. If two or more tenants, state whether as joint tenants or tenants in common. If tenants in common, specify shares. If no tenancy is stated, the Registrar-General must register the co-owners as tenants in common pursuant to Section 57(2) of the *Land Title Act*.
11. Details of dates of commencement and expiry must be shown. If there is a right of renewal, show "Yes" (if not) "No".
12. Consents by mortgagee should be provided. A lease or amendment of a lease executed after registration of a mortgage of a lot is valid against the mortgagee only if the mortgagee consents to the lease or amendment before its registration. A lease which has not been consented to by a prior mortgagee will not be protected in the event of the mortgagee exercising the power of sale.
13. Persons who may witness this document are a Commissioner for Oaths, a member of the Legislative Assembly, a legal practitioner within the meaning of the *Legal Practitioners Act*, a person holding office under the *Supreme Court Act*, the *Justices Act*, the *Local Court Act* or the *Registration Act*, a member of the Police Force, a person licensed as a conveyancing agent or real estate agent under the *Agents Licensing Act*, a Notary Public and any other person approved by the Registrar-General.

    A witness to an instrument executed by an individual must first:

    - take reasonable steps to ensure that the individual is the person entitled to sign the instrument;
    - have the individual execute the document in the presence of the witness;
    - not be a party to the instrument; and
    - if witnessing more than one signature, clearly state that he/she has witnessed more than one signature. (ie I have witnessed the two signatures appearing above).

    After signing, witnesses must legibly write, type or stamp their names and contact address or telephone number below their signature.

    For a corporation, an instrument must be executed in a way permitted by law or sealed with the corporation's seal in accordance with the *Law of Property Act*, Section 48.

    For witnessing of instruments executed outside the Northern Territory refer to Schedule 1 of the *Land Title Act* and the Registrar-General's Directions.

PRIVACY STATEMENT – LAND REGISTER FORMS

The Registrar-General's Office is authorised by the *Land Title Act* to collect the information on this form for the establishment and maintenance of the Land Register, which is made available for search by any person, anywhere, including through the Internet, upon payment of a fee. The information is regularly provided to other NT Government agencies, the Australian Valuation Office, local governments, the Australian Bureau of Statistics, the Australian Taxation Office or other Commonwealth Agencies as required or authorised by law, and some private sector organisations for conveyancing, local government, valuation, statistical, administrative and other purposes. The Department of Planning and Infrastructure also uses the information to prepare and sell or licence property sales reports to commercial organisations concerned with the development, sale or marketing of property.

Failure to provide the information in full or in part may prevent your application or transaction being completed.

Your personal information provided on this form can be subsequently accessed by you on request. If you have any queries please contact the Deputy Registrar-General on 8999 5318.

Viewed at 12:10:26 on 26/10/2016 by 32GPL.

Housing Management Agreement

Anthepe (SPL 412)

Executive Director of Township Leasing

and

Northern Territory of Australia

Viewed at 12:10:26 on 26/10/2016 by 32GPL.

Table of Contents

1.	**Definitions and interpretation**	**5**
1.1	Definitions	5
1.2	Interpretation	11
1.3	Good faith	13
1.4	Survival	13
2.	**Housing Management Agreement and Reservations**	**13**
2.1	Grant of Housing Management Agreement	13
2.2	Reservations in respect of adjoining sites	13
2.3	Other Reservations	14
2.4	Rent from Tenants	14
3.	**Mutual agreements and declarations**	**14**
4.	**Implied covenants**	**14**
5.	**Housing Management Agreement Payment**	**15**
5.1	Housing Management Agreement Payment	15
6.	**Services Providers**	**15**
7.	**Access**	**15**
7.1	General	15
7.2	Association's right of access	16
7.3	EDTL's right of access	16
8.	**Improvements**	**17**
8.1	Existing Improvements	17
8.2	Maintenance of Existing Improvements	17
8.3	EDTL's Rights in respect of Existing Improvements	17
8.4	Association's Rights in respect of Existing Improvements	18
8.5	Territory's Improvements	18
8.6	Ownership of Improvements at the end of the Housing Management Agreement	18
9.	**Tenancy Agreements, Land Underleases and Land Licences**	**19**
9.1	Tenancy Agreements (Residential)	19
9.2	Grant of Land Underlease	19
9.3	Grant of Land Licence	19
9.4	Special condition in relation to underleases to a Territory Entity	20
9.5	No release of liability	20
9.6	Community Land	20
10.	**Rates, Taxes and Charges**	**21**
10.1	Outgoings	21
10.2	Charges for Services	21
10.3	Stamp duty	21

Viewed at 12:10:26 on 26/10/2016 by 32GPL.

Table of Contents (ctd) 3

11.	**GST**	**22**
12.	**Use of Land**	**22**
12.1	Permitted Use	22
12.2	Compliance with Laws and Planning Scheme	22
12.3	Compliance with Lease	22
12.4	Compliance with notices	23
12.5	Notices	23
12.6	Roads	23
13.	**The Territory's release**	**23**
13.1	Risk	23
13.2	The Territory releases the EDTL	24
14.	**Insurance**	**24**
14.1	Obligation to insure the Improvements	24
14.2	Obligation to insure for public liability	24
14.3	Periods of insurance	24
14.4	Insurers and policies	25
14.5	The Territory to satisfy itself	25
14.6	Insurance policies to waive rights of subrogation	25
14.7	No limitation	25
14.8	Association to prove currency of insurance	25
14.9	The Territory's insurance	25
15.	**Reinstatement**	**26**
15.1	No obligation to reinstate	26
15.2	No right to damages	26
16.	**EDTL's obligations**	**26**
16.1	Quiet enjoyment	26
16.2	Produce certificates	26
17.	**Default**	**26**
17.1	Occurrence of Default Event	26
17.2	Financial Default	26
17.3	Remedies for other Default Events	27
17.4	Remedies for Termination Event	27
17.5	Waiver	28
17.6	Consequences of termination	28
18.	**Overholding**	**28**
19.	**Housing Management Agreement ends if Sublease ends**	**28**
20.	**Obligations on expiration or termination**	**28**
20.1	Return of Land	28
20.2	Novation of agreements	28
20.3	Novation of Tenancy Agreements, Land Underleases and Land Licences	29
21.	**Dispute resolution**	**29**
21.1	Procedure to resolve disputes	29
21.2	Continue to perform	29

Viewed at 12:10:26 on 26/10/2016 by 32GPL.

Table of Contents (ctd) 4

22.	**General**	**29**
22.1	Amendments	29
22.2	Nature of obligations	29
22.3	Entire understanding	29
22.4	No adverse construction	30
22.5	Further assurances	30
22.6	No waiver	30
22.7	Severability	30
22.8	Successors and assigns	30
22.9	No assignment without consent of other Parties	30
22.10	Consents and approvals	30
22.11	Costs	31
22.12	Governing law and jurisdiction	31
22.13	Notices	31
22.14	Counterparts	31
22.15	Conflicting provisions	32
22.16	Non merger	32
22.17	No right of set-off	32
22.18	Payment of interest	32
22.19	Relationship of Parties	32
22.20	Residential Tenancies Act	32
22.21	Compliance with Sublease	32
Schedule - Housing Management Agreement particulars		**33**

Viewed at 12:10:26 on 26/10/2016 by 32GPL.

Housing Management Agreement

Date 3 December 2009

Parties

1. Executive Director of Township Leasing, established by section 20B of the Land Rights Act, on behalf of the Commonwealth of Australia, ABN 36 342 015 855 ("the **EDTL**")

2. Northern Territory of Australia, care of the Department of Planning and Infrastructure, GPO Box 1680, Darwin 0800 in the Northern Territory of Australia, ABN 84 085 734 992 ("the **Territory**")

(collectively referred to as "the **Parties**")

Background

A. The EDTL holds a Sublease of the Living Area, including the Land.

B. The parties have agreed that the EDTL will grant a Housing Management Agreement of the Land (including all Improvements and Services) to the Territory.

C. The parties acknowledge that the residents living on the Alice Springs Living Areas (which includes the Land) are living in very poor conditions and it is very important to improve the health and standard of living of those residents. The Australian Government and the Northern Territory Government have stated their intention to undertake a capital works program to assist in improving the standard of living of those residents. The Australian Government and the Northern Territory Government acknowledge that the upgrade of the Alice Springs Living Areas will proceed over time and that the project duration will exceed the period of this Housing Management Agreement.

D. The Parties acknowledge that this Housing Management Agreement is part of a program to support development and investment in Alice Springs Living Areas, including the implementation of the Strategic Indigenous Housing and Infrastructure Program and any subsequent housing and infrastructure investment program, and improved housing management in the Alice Springs Living Areas especially with respect to tenancy management and repairs and maintenance.

Agreed terms

1. Definitions and interpretation

1.1 Definitions

In this Housing Management Agreement and in the Background, unless the context requires otherwise:

Alice Springs Living Areas means all land referred to in subclause 69(1) to 69(10) and 69(12) to 69(17) of Part 4, Schedule 1 to the *Northern Territory National Emergency Response Act 2007* (Cth) as enacted;

Annexure means an annexure to this Housing Management Agreement;

Viewed at 12:10:26 on 26/10/2016 by 32GPL.

Association means the body that granted the Sublease to the EDTL;

Building includes:

(a) a structure and part of a building or a structure;

(b) fences, walls, out-buildings, service installations and other appurtenances of a building; or

(c) a boat or a pontoon which is permanently moored or fixed to a building or land;

Building Code means the Building Code of Australia developed by the Australian Building Codes Board;

Business Day means a day that is not a Saturday, Sunday, public holiday or bank holiday in Darwin;

CATSI Act means the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth);

Chief Executive Officer (Housing) means the body corporate sole of that name established under the *Housing Act* (NT);

Commencement Date means the date specified in Item 3 of the Schedule;

Community Land has the meaning given to that term in the Sublease;

Community Service means a service provided to the residents of the Living Area that is funded or approved by the Australian Government, the Northern Territory Government, or the local government for the Living Area or that is otherwise approved by the EDTL;

Construct includes reconstruct or make structural changes and the word **Construction** has a corresponding meaning;

Consult means to:

(a) meet with, as reasonably requested by;

(b) ask views of;

(c) listen to views of; and

(d) have regard to the views of, including taking account of the views, acting reasonably,

the body or person to be or being consulted;

Corporations Act means the *Corporations Act 2001* (Cth);

Cure Period means a reasonable period of time within which the Territory must cure a Default Event (other than a Financial Default), in accordance with clause 17.1(c), including any extensions of that period under clause 17.3;

Cure Plan means a plan by a Party to remedy a Default Event (other than a Financial Default) which is proposed during the Cure Period and details a work

Viewed at 12:10:26 on 26/10/2016 by 32GPL.

plan setting out each task to be undertaken in order to rectify the material breach and the time for each task to be completed;

Default Event means:

(a) a Financial Default; or

(b) a persistent and material failure by the Territory to comply with this Housing Management Agreement;

Default Notice means a notice given under clause 17.1;

Development includes:

(a) the Construction or exterior alteration or exterior decoration of a Building;

(b) the demolition or removal of a Building or Works;

(c) the Construction or carrying out of Works;

(d) the subdivision or consolidation of land, including Buildings or airspace;

(e) the placing or relocation of a Building or Works; and

(f) the Construction or putting up for display of signs or hoardings;

EDTL's Agents means the employees, contractors and agents of the EDTL;

Environmental Health Standards means the Environmental Health Standards for Remote Communities in the Northern Territory prepared by Territory Health Services;

Existing Improvements means all Improvements erected on or attached to the Land as at the Commencement Date;

Existing Services means all Services on or connected to the Land as at the Commencement Date;

Financial Default means a failure by the Territory to pay when due any money which the Territory is obliged to pay to the EDTL under this Housing Management Agreement (excluding a failure to pay the Housing Management Agreement Payment when due);

Final Housing Management Agreement Year means the period starting on 1 July immediately before the expiry of the Term or earlier determination of this Housing Management Agreement and ending on the expiry of the Term or earlier determination of this Housing Management Agreement;

Government Agency means any government or any public, statutory, governmental, semi-governmental, local governmental or judicial body, entity, department or authority and includes any self-regulatory organisation established under statute;

GST has the meaning given to that term in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

Housing Management Agreement Payment has the meaning given to that term in clause 5.1(a);

Viewed at 12:10:26 on 26/10/2016 by 32GPL.

Housing Management Agreement means this underlease including the Schedule and the Annexures;

Housing Management Agreement Year means the Preliminary Housing Management Agreement Year, each 12 month period expiring on 30 June in each year during the Term and the Final Housing Management Agreement Year;

Improvements means all Buildings, structures, fixtures, fittings, plant, equipment, partitions, signs or other materials or articles which are erected on or attached to the Land;

Infrastructure includes roads, kerbs, gutters and Services;

Insolvency Event means, in relation to a party, any one or more of the following events or circumstances:

(a) being in liquidation or provisional liquidation or under administration;

(b) having a controller or analogous person appointed to it or any of its property;

(c) being taken under section 459F(1) of the Corporations Act to have failed to comply with a statutory demand;

(d) being unable to pay its debts or being otherwise insolvent;

(e) becoming an insolvent under administration, as defined in section 9 of the Corporations Act;

(f) entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors; or

(g) any analogous event or circumstance under the Laws of any jurisdiction,

unless such event or circumstance occurs as part of a solvent reconstruction, amalgamation, compromise, arrangement, merger or consolidation approved by the other party;

Land means the land described in Item 2 of the Schedule;

Land Licence means a licence granted by the Territory pursuant to clause 9;

Land Licensee means any person who has been granted a Land Licence from the Territory;

Land Underlease means an underlease granted by the Territory pursuant to clause 9;

Land Underlessee means any person who has been granted a Land Underlease from the Territory;

Land Rights Act means the *Aboriginal Land Rights (Northern Territory) Act 1976* (Cth);

Law means:

(a) principles of law or equity established by decisions of courts;

Viewed at 12:10:26 on 26/10/2016 by 32GPL.

(b) statutes, regulations, ordinances or by-laws of the Commonwealth, a State, a Territory or any other Government Agency; and

(c) requirements and approvals (including conditions) of the Commonwealth, a State, a Territory or any other Government Agency that have the force of law;

Lease means the lease of the Living Area held by the Association;

Living Area means the land described in Item 1 of the Schedule;

Municipal Services Provider means a person who provides municipal services in the Living Area;

National Indigenous Housing Guide means the National Indigenous Housing Guide developed by the Department of Families, Housing, Community Services and Indigenous Affairs;

Outgoings means all existing and future amounts (including rates, duties and taxes):

(a) which are properly imposed, charged or levied under statute or by a Government Agency on the Association, the EDTL or the Territory; or

(b) which a Government Agency properly requires the Association, the EDTL or the Territory to spend,

and which are:

(c) paid or payable by the Association, the EDTL or the Territory during a Housing Management Agreement Year;

(d) in relation to the Land or Improvements on or attached to the Land; and

either capital or non-capital in nature;

Permitted Use has the meaning given to that term in clause 12.1;

Personal Injury includes:

(a) bodily injury, death, sickness, disease, disability, shock, fright, mental anguish or mental injury including the resultant loss of consortium or services at any time;

(b) false arrest, detention, false imprisonment, discrimination, malicious prosecution or humiliation, or breach of confidentiality;

(c) wrongful entry or wrongful eviction or other invasion of the right to private occupancy; and

(d) assault and/or battery not intentionally committed by or at the discretion of the insured unless so directed for the purpose of preventing or eliminating danger to property or persons;

Planning Scheme means any planning scheme under any applicable Law setting the framework for planning the use, development and protection of the Land or any part of the Land;

Viewed at 12:10:26 on 26/10/2016 by 32GPL.

Postal Service means the delivery of mail to residents of the Living Area;

Postal Service Provider means a person who provides a Postal Service to the Living Area;

Preliminary Housing Management Agreement Year means the period starting on the Commencement Date and ending on the following 30 June;

Registered Interest means any interest registered on the certificate of title referred to in Item 1 of the Schedule immediately before the Commencement Date other than the Sublease;

Related Entity has the meaning given to that term in the Corporations Act;

Requirement means any lawful present or future notices, orders, directions, requirements, statutes, ordinances, proclamations, regulations, schemes, permits, by-laws or other regulatory requirements affecting or relating to the Land or the use of the Land, irrespective of whether the Requirement is addressed to the Territory, the EDTL, the Association or any other person;

Right of Occupation has the same meaning given to that term in the Sublease;

Schedule means the schedule to this Housing Management Agreement;

Services means all utilities and services on or connected to the Land including water, gas, electricity, lighting, sanitation, drainage, stormwater, communication and telecommunication systems and includes all wires, cables, pipes, ducts, conduits, tanks, electrical and mechanical plant and all other ancillary or associated parts and accessories;

Services Provider means a person who provides Services in the Living Area;

Services Provider's Right of Occupation has the same meaning given to that term in the Sublease;

Sublease means the sublease of the Living Area granted to the EDTL;

Tangentyere Council means Tangentyere Council Incorporated Registration No. 00591C (N.T.);

Tenancy Agreement means a tenancy agreement granted by the Territory for residential purposes pursuant to clause 9;

Tenant means any person who has a Tenancy Agreement with the Territory;

Tenant's Right of Occupation has the same meaning given to that term in the Sublease;

Term has the meaning given to that term in clause 2.1(a);

Termination Event means:

(a) the occurrence of an Insolvency Event; or

(b) a fundamental breach of this Housing Management Agreement (including the failure to comply with clause 12.1);

Viewed at 12:10:26 on 26/10/2016 by 32GPL.

Territory's Improvements means all Improvements erected on or attached to the Land by:

(a) the Territory;

(b) any Tenant;

(c) any Land Underlessee; or

(d) any Land Licensee;

after the Commencement Date;

Territory's Percentage means the same percentage as the Land bears to the area of the Living Area to which an Outgoing applies, as determined by the EDTL and notified to the Territory;

Territory's Services means all Services installed in or on the Land by:

(a) the Territory;

(b) any Tenant;

(c) any Land Underlessee; or

(d) any Land Licensee;

after the Commencement Date;

Third Party means a party other than a Party to this Housing Management Agreement;

Works includes any change to the natural or existing condition or topography of the land including the removal, destruction or lopping of trees and the removal of vegetation or topsoil.

1.2 Interpretation

In this Housing Management Agreement, unless the context requires otherwise:

(a) the singular (including the singular of defined terms) includes the plural and vice versa;

(b) reference to a right includes a remedy, authority or power;

(c) the headings are used for convenience only and do not affect the interpretation of this Housing Management Agreement;

(d) as far as possible all provisions must be construed so as not to be invalid, illegal or unenforceable;

(e) wherever "include" or any form of that word is used, it must be construed as if it were followed by "(without being limited to)";

(f) reference to a thing is a reference to all or part of that thing;

Viewed at 12:10:26 on 26/10/2016 by 32GPL.

(g) unless the context requires or is otherwise stated in this Housing Management Agreement, a Party's obligations must be performed at that Party's own cost;

(h) a gender includes the other genders;

(i) other grammatical forms of defined words or expressions have corresponding meanings;

(j) a reference to a document includes the document as modified from time to time and any document replacing it;

(k) if something is to be or may be done on a day that is not a Business Day then it must be done on the next Business Day;

(l) the word "person" includes a natural person and any body or entity whether incorporated or not;

(m) the word "month" means calendar month and the word "year" means 12 months;

(n) the words "in writing" include any communication sent by letter, facsimile transmission or email or any other form of communication capable of being read by the recipient;

(o) a reference to all or any part of a statute, rule, regulation or ordinance (**statute**) includes that statute as amended, consolidated, re-enacted or replaced from time to time;

(p) a reference to a party includes a reference to the party's respective successors and permitted assigns;

(q) money amounts are stated in Australian currency unless otherwise specified;

(r) a reference to any agency or body, if that agency or body ceases to exist or is reconstituted, renamed or replaced or has its powers or functions removed (**defunct body**), means the agency or body which performs most closely the functions of the defunct body;

(s) reference in this Housing Management Agreement to a Tenant or a person who has a Tenancy Agreement with the Territory is, where the Tenant has granted a further estate or interest in the relevant area of the Land or has granted a further licence in the relevant area of the Land, to be taken to include a reference to any person claiming an estate or interest in land through such Tenant, or a licensee or sublicensee of the Tenant, or any person claiming a licence through such Tenant;

(t) reference in this Housing Management Agreement to a Land Underlessee or the holder of a Land Underlease is, where the Land Underlessee has granted a further estate or interest in the relevant area of the Land, to be taken to include a reference to such an underlessee or any person claiming an estate or interest in land through such Land Underlessee, or a licensee of the Land Underlessee, or any person claiming a licence through such Land Underlessee; and

(u) reference in this Housing Management Agreement to a Land Licensee or the holder of a Land Licence is, where the Land Licensee has granted a

Viewed at 12:10:26 on 26/10/2016 by 32GPL.

further licence in the relevant area of the Land, to be taken to include a reference to any such sublicensee or any person claiming a licence in land through such Land Licensee.

This Housing Management Agreement operates as a deed.

1.3 Good faith

The Parties must act reasonably and in good faith in performing their respective obligations under this Housing Management Agreement.

1.4 Survival

In addition to this clause 1, the following clauses survive the expiration or earlier determination of this Housing Management Agreement: clauses 13, 14, 17, 18, 20, 21 and 22.

2. Housing Management Agreement and Reservations

2.1 Grant of Housing Management Agreement

(a) The EDTL grants to the Territory an underlease of the Land, subject to and concurrent with any Registered Interests and any Rights of Occupation, commencing on the Commencement Date, for a term of 3 years (**Term**).

(b) The Territory accepts the grant of an underlease of the Land upon these terms and otherwise subject to the provisions of this Housing Management Agreement.

(c) For the avoidance of doubt, the underlease of the Land includes an underlease of all Existing Improvements and Existing Services.

2.2 Reservations in respect of adjoining sites

(a) Subject to clauses 2.2(b) to 2.2(d), the Territory acknowledges that for the purpose of the EDTL providing Services to, on, over, through or under the Living Area, the EDTL may:

(i) install, maintain, use, repair, alter and replace pipes, ducts, conduits, cables, wires and poles through, on, over and under the Land;

(ii) hang cables and wires from the poles referred to in paragraph (i);

(iii) pass and run Services though the pipes, ducts, conduits, cables and wires; and

(iv) for the purpose of exercising its rights under paragraphs (i), (ii) or (iii) above, grant licences within the Land to, or enter into agreements with any Government Agency or providers of Services.

(b) The EDTL must give the Territory not less than 14 days notice that the EDTL proposes to undertake any Works or grant any licences in exercise of its rights under this clause 2.2, except in the case of an emergency when no such notice is required.

Viewed at 12:10:26 on 26/10/2016 by 32GPL.

(c) If the EDTL gives the Territory notice under clause 2.2(b), the EDTL must ensure, as far as reasonably practicable, that the EDTL puts arrangements and procedures in place to minimise any disruption to the Territory's use of the Land for the Permitted Use during the undertaking of the Works.

(d) If the EDTL gives the Territory notice under clause 2.2(b), the Territory must:

(i) assist the EDTL in ensuring, as far as reasonably practicable, that arrangements and procedures are put in place by the EDTL and the Territory to minimise any disruption of the Territory's use of the Land for or in connection with the Permitted Use during the undertaking of the Works;

(ii) implement, as far as reasonably practicable, appropriate work practices during the undertaking of the Works to assist the EDTL in completing the Works in a timely and cost efficient manner;

(iii) give the EDTL access to the Land when required by the EDTL for the purpose of undertaking the Works; and

(iv) use best endeavours to mitigate any loss or damage suffered by the Territory as a result of the Works.

2.3 Other Reservations

The Territory acknowledges that the Lease contains reservations to the Northern Territory and that this Housing Management Agreement is subject to those reservations.

2.4 Rent from Tenants

For the purposes of clause 7.2(b) of the Sublease, the Parties agree that any money in the nature of rent, licence fees or other monies payable to a Housing Authority or the EDTL under or in connection with the Tenant's Right of Occupation is payable to the Territory from the Commencement Date.

3. Mutual agreements and declarations

The Parties mutually agree and declare that:

(a) the EDTL may enter into an underlease pursuant to the Sublease and section 20C of the Land Rights Act and exercise all the powers of an underlessor under this Housing Management Agreement; and

(b) the Territory may enter into an underlease and exercise all the powers of an underlessee under this Housing Management Agreement including entering into Tenancy Agreements and granting Land Underleases and Land Licences.

4. Implied covenants

The covenants, powers and provisions implied in leases under any relevant legislation are hereby expressly excluded except to the extent that they are expressly embodied in this Housing Management Agreement or to the extent only that it would be unlawful to exclude any such covenant, power or provision.

Viewed at 12:10:26 on 26/10/2016 by 32GPL.

5. Housing Management Agreement Payment

5.1 Housing Management Agreement Payment

(a) The Territory must pay the EDTL $1 if demanded by the EDTL (**Housing Management Agreement Payment**).

(b) The Territory must pay the Housing Management Agreement Payment within 30 Business Days of receiving notice of a demand by the EDTL.

6. Services Providers

The Parties agree that they will use their best endeavours to negotiate (for a reasonable period of time) an agreement with Services Providers relating to Services, including giving any rights of access and other interests required to facilitate the provision of the Services, as each party considers appropriate. An agreement with a Services Provider may modify, replace or override the terms of a Services Provider's Right of Occupation.

7. Access

7.1 General

(a) The Parties undertake that they will do all things reasonably necessary to enable the Territory to enjoy and exercise its rights, title and interests under this Housing Management Agreement.

(b) Subject to the terms of this Housing Management Agreement, the Parties undertake that they will do all things reasonably necessary to enable Tenants, Land Underlessees, Land Licensees and persons holding Rights of Occupation to enjoy and exercise their rights, title and other interests under their Tenancy Agreements, Land Underleases, Land Licences and Rights of Occupation.

(c) The Parties undertake that they will do all things reasonably necessary to enable persons to enter the Land to conduct their legitimate business in or on the Land, but so that any such access shall not interfere with the enjoyment and exercise of the rights, title and other interests of Tenants, Land Underlessees, Land Licensees and persons holding Rights of Occupation.

(d) Without limiting clause 7.1(c), the Parties undertake that they will do all things reasonably necessary to enable:

(i) a person to enter the Land (at reasonable times) to provide a Community Service in or on the Land;

(ii) Tangentyere Council to enter the Land (at reasonable times) to complete the initial upgrade works in or on the Land in accordance with the funding agreement between Tangentyere Council and the Territory dated 5 September 2008;

(iii) a Municipal Services Provider to enter the Land (at reasonable times) to provide municipal services in or on the Land; and

(iv) a Postal Service Provider to enter the Land (at reasonable times) to provide a Postal Service in or on the Land,

Viewed at 12:10:26 on 26/10/2016 by 32GPL.

but so that any such access shall not interfere with the enjoyment and exercise of the rights, title and other interests of Tenants, Land Underlessees, Land Licensees and persons holding Rights of Occupation.

7.2 Association's right of access

(a) The Territory acknowledges that the Association may so often as it reasonably requires (at reasonable times and on reasonable notice) enter the Land to make reasonable investigations as the Association may deem necessary for the purpose of ascertaining whether or not there has been any breach of any of the terms, covenants or conditions expressed or implied in the Sublease.

(b) Nothing in this clause 7.2 permits the Association to enter an individual housing lot unless such entry is in accordance with:

(i) a Law;

(ii) the terms or conditions of the relevant lease, licence, Right of Occupation, statutory occupation right or other occupancy right granted to the tenant for the purpose of residential housing; or

(iii) with the consent of the person who holds the relevant lease, licence, Right of Occupation, statutory occupation right or other occupancy right granted to the tenant for the purpose of residential housing.

7.3 EDTL's right of access

(a) The EDTL may so often as it reasonably requires (at reasonable times and on reasonable notice) enter the Land to make reasonable investigations as the EDTL may deem necessary for the purpose of ascertaining whether or not there has been any breach of any of the terms, covenants or conditions expressed or implied in this Housing Management Agreement, but only if the EDTL suspects, on reasonable grounds, that the Territory has breached a term of this Housing Management Agreement.

(b) Nothing in this clause 7.3 permits the EDTL to enter an individual housing lot unless such entry is in accordance with:

(i) a Law;

(ii) the terms or conditions of the relevant lease, licence, Right of Occupation, statutory occupation right or other occupancy right granted to the tenant for the purpose of residential housing; or

(iii) with the consent of the person who holds the relevant lease, licence, Right of Occupation, statutory occupation right or other occupancy right granted to the tenant for the purpose of residential housing.

Viewed at 12:10:26 on 26/10/2016 by 32GPL.

8. Improvements

8.1 Existing Improvements

(a) Existing Improvements subject to a Registered Interest will remain subject to the terms of that Registered Interest, for the period of the Registered Interest.

(b) Existing Improvements subject to a Right of Occupation are included in that Right of Occupation, for the period of that Right of Occupation.

(c) Subject to clauses 8.1(a) and 8.1(b), all Existing Improvements are leased to the EDTL under the Sublease, and are the subject of this Housing Management Agreement.

8.2 Maintenance of Existing Improvements

(a) Subject to clauses 8.2(b) and 8.2(c), the Territory will be under no obligation under this Housing Management Agreement to maintain, repair or replace any Existing Improvements, or to compensate the Association, the EDTL or any other person for damage to or destruction of Existing Improvements.

(b) If the Sublease requires the EDTL to maintain, repair or replace any Existing Improvements, the Territory must maintain, repair or replace those Existing Improvements.

(c) If the Territory upgrades any Existing Improvements, the Territory must maintain, repair and replace those Existing Improvements.

(d) The Territory may alter, remove or demolish the Existing Improvements.

8.3 EDTL's Rights in respect of Existing Improvements

(a) The EDTL reserves the right to carry out any Works in respect of the Existing Improvements that may be required to comply with any applicable Law, Planning Scheme, Requirement or the Sublease which are not the responsibility of the Territory or which are the responsibility of the Territory but with which the Territory fails to comply (provided that, in the case of a failure to comply by the Territory, the EDTL has given the Territory written notice of any such failure to comply and the Territory has not remedied its failure to comply within the time period specified in the notice, such time period to be reasonable taking into account the nature of the Works).

(b) The EDTL may exercise its rights under clause 8.3(a):

(i) on giving prior reasonable written notice (except in the case of an emergency when no notice will be required);

(ii) at reasonable times (and in accordance with the requirements in clause 7.3(b)) ; and

(iii) if reasonably required by the Territory, accompanied by a person appointed by the Territory.

Viewed at 12:10:26 on 26/10/2016 by 32GPL.

(c) The Territory must pay to the EDTL on demand all reasonable charges for all Works carried out by the EDTL under clause 8.3(a) in circumstances where the Territory is obliged to carry out the Works under this Housing Management Agreement but has failed to do so.

8.4 Association's Rights in respect of Existing Improvements

The Territory acknowledges that:

(a) the Association has the right to carry out any Works in respect of the Existing Improvements that may be required to comply with any applicable Law, Planning Scheme or Requirement which are not the responsibility of the EDTL or which are the responsibility of the EDTL under the Sublease but with which the EDTL fails to comply; and

(b) the Association may exercise its rights under clause 8.4(a):

(i) on giving prior reasonable written notice to the EDTL (except in the case of an emergency when no notice will be required);

(ii) at reasonable times; and

(iii) if reasonably required by the EDTL, accompanied by a person appointed by the EDTL.

8.5 Territory's Improvements

(a) Subject to the Law, the Planning Scheme and the terms of this Housing Management Agreement, the Territory may erect, install, alter, remove, refurbish and demolish the Territory's Improvements and the Territory's Services in, on or under the Land provided that any upgrades or Construction of houses are in accordance with the Building Code and have regard to the Environmental Health Standards and the National Indigenous Housing Guide.

(b) During the Term, all the Territory's Improvements and the Territory's Services will remain the property of the Territory.

(c) The Territory must maintain, repair and replace the Territory's Improvements and the Territory's Services.

8.6 Ownership of Improvements at the end of the Housing Management Agreement

(a) At the expiry or sooner determination of this Housing Management Agreement, all Improvements and Services (including the Territory's Improvements and the Territory's Services) will, as between the EDTL and the Territory, subject to any continuing Registered Interest referred to in clause 8.1(a), any continuing Right of Occupation referred to in clause 8.1(b) and any other relevant continuing right, title or other interest, be the property of the EDTL in consideration of the sum of $1, if demanded by the Territory.

(b) Subject to any agreements in writing between the EDTL and the Territory, the EDTL will not be required to further compensate the Territory for the transfer of the Improvements.

Viewed at 12:10:26 on 26/10/2016 by 32GPL.

(c) The Territory undertakes to do all things necessary, including procuring the agreement and cooperation of any Tenants, Land Underlessees and Land Licensees, to enable the EDTL to enjoy and exercise its rights and interests under this clause 8.6.

9. Tenancy Agreements, Land Underleases and Land Licences

9.1 Tenancy Agreements (Residential)

(a) Subject to the provisions of this clause 9, the EDTL acknowledges that the Territory may grant a Tenancy Agreement provided that the Territory:

(i) ensures that the term of any Tenancy Agreement (including any options) does not exceed the balance of the Term then remaining less 1 day;

(ii) ensures that the Tenancy Agreement is granted in accordance with the requirements of this Housing Management Agreement.

(b) The Territory must use its best endeavours to facilitate the grant of a Tenancy Agreement with all natural persons holding a Tenant's Right of Occupation.

(c) Subject to the terms and conditions of the Tenant's Right of Occupation, the Territory may terminate a Tenant's Right of Occupation provided it has complied with clause 9.1(b).

(d) The Territory must Consult with the Association in relation to housing and tenancy management policies and procedures (at intervals not less than every 6 months), as they relate to the Living Area.

9.2 Grant of Land Underlease

Subject to the EDTL's prior written consent, the Territory may grant a Land Underlease provided that the Territory ensures that:

(a) the term of any Land Underlease (including any options) does not exceed the balance of the Term then remaining less 1 day;

(b) subject to clause 20.3, the Land Underlease expires automatically upon expiration or early determination of this Housing Management Agreement; and

(c) the Land Underlease is granted in accordance with the requirements of this Housing Management Agreement.

9.3 Grant of Land Licence

Subject to the EDTL's prior written consent, the Territory may grant Land Licences provided that the Territory ensures that:

(a) the term of any Land Licence (including options) does not exceed the balance of the Term then remaining less 1 day;

Viewed at 12:10:26 on 26/10/2016 by 32GPL.

(b) subject to clause 20.3 the Land Licence expires automatically upon expiration or early determination of this Housing Management Agreement; and

(c) the Land Licence is granted in accordance with the requirements of this Housing Management Agreement.

9.4 Special condition in relation to underleases to a Territory Entity

(a) For the purposes of this clause 9.4, **Territory Entity** means:

(i) The Chief Executive Officer (Housing);

(ii) The Alice Springs Town Council constituted under the *Local Government Act* (NT); and

(iii) The Power and Water Corporation being a 'Government owned corporation' under the *Government Owned Corporation Act 2001* (NT); or

(iv) a 'Government owned corporation' under the *Government Owned Corporation Act 2001* (NT).

(b) Subject to the requirements of the Lease, the Territory does not require the EDTL's prior written consent for a Land Underlease or a Land Licence to a Territory Entity (except in relation to Community Land).

9.5 No release of liability

(a) The Territory acknowledges that the entry into a Tenancy Agreement or the granting of a Land Underlease or Land Licence pursuant to this clause 9 will not release the Territory from any of its obligations or liabilities under this Housing Management Agreement.

(b) Any act or omission by a Tenant or an invitee of a Tenant that would constitute a breach of this Housing Management Agreement if committed by the Territory is, for the purposes of this Housing Management Agreement, deemed not to be a breach of this Housing Management Agreement.

9.6 Community Land

(a) The Parties acknowledge that under the terms of the Sublease the EDTL may grant the Association an underlease of Community Land.

(b) The Parties further acknowledge that in order for the EDTL to grant an underlease of Community Land to the Association, the relevant area of Community Land will need to be surrendered from this Housing Management Agreement to the extent that it forms part of the Land under this Housing Management Agreement.

(c) For the purposes of this clause 9.6 and if requested by the EDTL, the Territory must execute any document (in a form acceptable to both parties, acting reasonably) required to facilitate the surrender of part of the Land to enable the grant of an underlease of Community Land to the Association.

Viewed at 12:10:26 on 26/10/2016 by 32GPL.

(d) The EDTL will consult with the Territory prior to making a request under clause 9.6(c).

10. Rates, Taxes and Charges

10.1 Outgoings

(a) The Territory must pay on time any Outgoing (or in the Preliminary Housing Management Agreement Year or Final Housing Management Agreement Year, the appropriate part of any Outgoing) whether issued against the Association, the EDTL or the Territory.

(b) Where any Outgoing is issued against the EDTL, the EDTL must give the Territory a copy of the invoice in respect of that Outgoing within 7 Business Days of receiving the invoice.

(c) Where any Outgoing is assessed against the Association and the Association provides a copy of the invoice in respect of that Outgoing to the EDTL, the EDTL must give the Territory a copy of the invoice within 7 Business Days of receiving the invoice from the Association.

(d) The Territory must pay the amounts under this clause 10.1 direct to any Government Agency or other person imposing the charge.

(e) If the Land is not separately assessed for an Outgoing, the Territory must pay the Territory's Percentage of the Outgoing to the EDTL within 7 Business Days of demand.

(f) The Territory must give the EDTL receipts for any Outgoings paid by the Territory upon request by the EDTL.

10.2 Charges for Services

(a) The EDTL is not liable for:

(i) the cost of any Services supplied, metered, consumed or connected to the Land except where the Services are for the benefit of the EDTL; or

(ii) the cost of installing separate meters for any Services capable of being separately metered.

(b) The Territory must pay on time any amounts charged or levied directly upon the Association or the EDTL relating to the use or supply of Services (except where the Services are for the benefit of the Association or the EDTL) direct to any Government Agency or other person imposing the charge.

10.3 Stamp duty

(a) For the avoidance of doubt, the Territory must pay any stamp duty assessed on this Housing Management Agreement.

Viewed at 12:10:26 on 26/10/2016 by 32GPL.

11. GST

(a) Unless otherwise indicated, all consideration for any supply made under this Housing Management Agreement is exclusive of any GST imposed on the supply.

(b) Subject to this clause 11, if one party (**supplier**) makes a taxable supply under this Housing Management Agreement to the other party (**recipient**), the recipient on receipt of a tax invoice from the supplier must pay without setoff an additional amount to the supplier equal to the GST imposed on the supply in question.

(c) No party may claim or retain from another party any amount in relation to a supply made under this Housing Management Agreement for which the first party can obtain an input tax credit or decreasing adjustment.

12. Use of Land

12.1 Permitted Use

The Territory must only use, and permit the use of, the Land:

(a) consistent with the purpose of the Lease; and

(b) for the purpose of the provision of community or public housing services and related Infrastructure (and all purposes incidental thereto)

(**Permitted Use**). At the Commencement Date the purpose of the Lease is Aboriginal Communal Purposes.

12.2 Compliance with Laws and Planning Scheme

The Territory must comply with all Laws and any Planning Scheme which affect or relate to the Land and the use or occupation of the Land and its Improvements regardless of whether the Law or Planning Scheme requires any, or any combination, of the Territory, the EDTL and the Association or any Third Party to take action, except to the extent that such compliance requires the Territory to undertake structural alterations or additions to Existing Improvements, unless such structural alterations or additions are occasioned or required by reason of:

(a) the nature of the particular business conducted by the Territory in or on the Land; or

(b) any negligence or default of the EDTL.

12.3 Compliance with Lease

(a) If the Lease or Sublease (including clause 17 (Use of Living Area) of the Sublease) restricts or places conditions on any Development, the Territory must comply with those restrictions and conditions as if they were restrictions or conditions under this Housing Management Agreement.

(b) If the Lease places any obligations on the Association, the Territory must comply with those obligations as if they were obligations under this Housing Management Agreement.

Viewed at 12:10:26 on 26/10/2016 by 32GPL.

(c) Clause 12.3(b) does not apply to any obligations in the Lease that require the Association to pay rent or other monies except as otherwise expressly provided in this Housing Management Agreement.

12.4 Compliance with notices

The Territory must comply with all notices, orders and directions issued or given by a Government Agency which affect or relate to the Land or the use or occupation of the Land regardless of whether the notice, order or direction is addressed to or requires compliance by any, or any combination, of the Territory, the EDTL and the Association or any Third Party except:

(a) to the extent that the Association or EDTL is required to comply with any Law; or

(b) to the extent that compliance with the obligation in this clause 12.4 requires the Territory to undertake structural alterations or additions to Existing Improvements, unless such structural alterations or additions are occasioned or required by reason of:

(i) the nature of the particular business conducted by the Territory in or on the Land; or

(ii) any negligence or default of the Territory.

12.5 Notices

A Party which receives a notice, order or direction from a Government Agency which affects or relates to the Land or the use or occupation of the Land must promptly give a copy of that notice, order or direction to the other Parties.

12.6 Roads

The Parties acknowledge that the general Laws of the Northern Territory, or a local government body of the Northern Territory, in relation to the use of public roads should apply to all roads in the Living Area generally used by the occupants of the Living Area, and will make no objection or claim to compensation if those Laws do apply.

13. The Territory's release

13.1 Risk

The Territory:

(a) uses and occupies the Land;

(b) uses the Existing Improvements; and

(c) uses all Services,

at the Territory's own risk.

Viewed at 12:10:26 on 26/10/2016 by 32GPL.

13.2 The Territory releases the EDTL

(a) The Territory releases the EDTL and the EDTL's Agents to the full extent permitted by Law from all claims, liabilities, actions, suits, demands, costs and expenses of every kind resulting from any:

(i) loss of or damage to any property in the Land;

(ii) death or injury of any person occurring on any part of the Land;

(iii) act or omission of the EDTL or the EDTL's Agents in the Land; and

(iv) failure of any of the Services.

(b) The Territory releases and forever discharges the EDTL from any and all liability arising from any disruption to the Territory's use of the Land arising from Works validly undertaken pursuant to clauses 2.2, 8.3(a) and 8.4 including but not limited to any claim for the EDTL's breach of the covenant of quiet enjoyment.

(c) This release will not apply to the extent that any claim, liability, action, suit, demand, cost or expense is caused directly by a deliberate or negligent act or omission of the EDTL or the EDTL's Agents or a breach of the Housing Management Agreement by the EDTL.

14. Insurance

14.1 Obligation to insure the Improvements

The Territory must effect and maintain insurance to cover the Improvements:

(a) against loss destruction or damage for not less than $10,000,000 for any one occurrence; and

(b) with cover which extends to include claim contingencies covering removal of debris or demolition costs and professional fees of not less than $2,000,000 for any one occurrence.

14.2 Obligation to insure for public liability

The Territory must effect and maintain insurance with a limit of not less than $20,000,000 for any one occurrence to cover:

(a) Personal Injury; and

(b) loss destruction or damage to any property.

14.3 Periods of insurance

The insurances referred to in this clause 14 must be:

(a) in force at the Commencement Date;

(b) maintained effective until the expiration or earlier determination of this Housing Management Agreement;

Viewed at 12:10:26 on 26/10/2016 by 32GPL.

(c) maintained for the whole of the Land for the duration of the Territory's occupation of the Land; and

(d) with an insurer approved by the EDTL.

14.4 Insurers and policies

(a) The Territory must:

(i) not alter any insurance policy required under this clause 14 during the Term to the extent such alteration results in the insurance not complying with this clause 14; and

(ii) give immediate notice to the EDTL of any cancellation of any policy.

(b) The EDTL reserves the right to require the Territory to effect and maintain additional insurance or to increase the amount of existing insurance from time to time during the Term where a reasonable requirement to do so can be demonstrated and such insurance is available in the commercial insurance market on commercially reasonable terms and conditions.

(c) All policies of insurance must note the interest of the EDTL.

14.5 The Territory to satisfy itself

The Territory must take responsibility itself for deciding whether to insure any risks which have not been covered by the policies referred to in this clause 14 or to cover any exclusions, conditions or excesses in the policies which it may wish to insure against or cover.

14.6 Insurance policies to waive rights of subrogation

The Territory must ensure that each policy of insurance effected and maintained pursuant to this clause 14 provides that the insurer waives all rights remedies or relief to which it might become entitled by way of subrogation to the Territory as against the EDTL and any successors.

14.7 No limitation

This clause 14 does not detract from any of the Territory's obligations under this Housing Management Agreement.

14.8 Association to prove currency of insurance

The Territory must produce to the EDTL, if required by the EDTL, reasonable proof of the currency of any of the insurances required by this clause 14.

14.9 The Territory's insurance

(a) The Territory confirms that it is a self-insured entity and will remain so for the Term.

(b) The EDTL acknowledges that while the Territory remains self-insured it is not obliged to take out separate policies of insurance to satisfy its obligations under this clause 14.

Viewed at 12:10:26 on 26/10/2016 by 32GPL.

15. Reinstatement

15.1 No obligation to reinstate

Subject to clause 8, neither the EDTL or the Territory has any obligation to reinstate the Land if at any time during the Term any part of the Land is wholly or partly damaged or destroyed or becomes unfit for, or incapable of use or occupation.

15.2 No right to damages

The Territory will not have any right, action or claim for loss, damage or compensation against the EDTL or the EDTL's Agents as a result of damage to or destruction of any part of the Land except to the extent that the damage or destruction is caused or contributed to by a wilful or negligent act or omission of the EDTL or the EDTL's Agents.

16. EDTL's obligations

16.1 Quiet enjoyment

In consideration for the Territory complying with this Housing Management Agreement, the Territory may, subject to any Registered Interest or Right of Occupation, peaceably hold and quietly enjoy the Land during the Term without disturbance or interruption from or by the EDTL or any other person or persons claiming under the EDTL during the Term.

16.2 Produce certificates

The EDTL will procure the production of all necessary certificates as to title upon demand by the Territory to facilitate the registration of this Housing Management Agreement, any Land Underlease and any Land Licence granted by the Territory or any transfer, variation, mortgage, underlease, surrender or other dealing with or involving a Land Underlease or Land Licence.

17. Default

17.1 Occurrence of Default Event

If a Default Event occurs the EDTL may give the Territory a notice in writing:

(a) specifying that a Default Event has occurred;

(b) setting out reasonable details of the event or circumstance constituting the Default Event; and

(c) in the case of a Default Event other than a Financial Default, specifying the Cure Period.

17.2 Financial Default

(a) If the Territory commits a Financial Default and fails to remedy the breach within 40 Business Days after receiving the Default Notice, the EDTL may terminate this Housing Management Agreement 40 Business Days after giving notice of intention to terminate to the Territory subject to clause 17.2(b).

Viewed at 12:10:26 on 26/10/2016 by 32GPL.

(b) The EDTL may not give written notice of intention to terminate to the Territory until it has exhausted the procedures in clause 21.

17.3 Remedies for other Default Events

(a) If the Territory commits a Default Event, other than a Financial Default, then within 20 Business Days of receipt of the Default Notice, the Territory must provide to the EDTL a Cure Plan in respect of that Default Event. The EDTL must not unreasonably refuse a request by the Territory for an extension of time to prepare the Cure Plan.

(b) Following receipt of a Default Notice, the Territory will be permitted to cure the Default Event within the Cure Period and, if applicable, in accordance with the Cure Plan.

(c) If the Territory requires an extension to the Cure Period it may, not later than the expiration of the current Cure Period, provide to the EDTL:

(i) a revised Cure Plan; and

(ii) evidence that:

(A) the Territory has diligently pursued and is continuing to diligently pursue a feasible and practicable programme of rectification; and

(B) the Default Event cannot be (or could not have been), with reasonable diligence, cured within the current Cure Period.

(d) The EDTL must not unreasonably refuse to grant an extension of the Cure Period.

(e) The provisions of this clause 17.3 do not limit or reduce the rights of the EDTL to claim damages for breach of this Housing Management Agreement.

17.4 Remedies for Termination Event

(a) If a Termination Event occurs, then the EDTL will be entitled to:

(i) terminate this Housing Management Agreement 40 Business Days after service of written notice of intention to terminate to the Territory subject to clause 17.4(b); and

(ii) exercise all legal and equitable rights and remedies available to the EDTL (whether under this Housing Management Agreement or otherwise).

(b) If the Termination Event that occurs falls within the scope of paragraph (b) of the definition in clause 1.1 (that is, a fundamental breach of this Housing Management Agreement) and is capable of being remedied, the EDTL may not terminate this Housing Management Agreement if the EDTL, acting reasonably, is satisfied that such breach has been remedied by the Territory prior to the expiration of the notice period specified in clause 17.4(a)(i).

Viewed at 12:10:26 on 26/10/2016 by 32GPL.

17.5 Waiver

If this Housing Management Agreement, or the Territory's right to occupy the Land is terminated for any reason, the Territory waives any rights it might otherwise have to pursue a claim of restitution of any kind including, without limitation, a claim of unjust enrichment.

17.6 Consequences of termination

Upon termination of this Housing Management Agreement, or the Territory's right to occupy the Land (whether through default or expiry or otherwise), the rights and obligations of the Parties will cease except for:

(a) any obligations arising or rights accrued as a result of an existing breach of this Housing Management Agreement; and

(b) any obligations which are expressed to continue in accordance with the terms of this Housing Management Agreement.

18. Overholding

If the Territory remains in occupation of the Land without objection by the EDTL following the expiration or earlier determination of this Housing Management Agreement, then:

(a) the Territory will be deemed to be a monthly tenant upon the same terms and conditions as are contained in this Housing Management Agreement so far as they are applicable to such a tenancy; and

(b) such a tenancy will be determinable by either Party on 1 month's prior written notice.

19. Housing Management Agreement ends if Sublease ends

This Housing Management Agreement will automatically end if the Sublease ends for any reason and this Housing Management Agreement is not novated or assigned pursuant to clause 26.3 of the Sublease. If this Housing Management Agreement ends under this clause, this does not affect rights that arise before, or because of, the ending of this Housing Management Agreement.

20. Obligations on expiration or termination

20.1 Return of Land

The Territory must return the Land to the EDTL at the expiration, surrender or earlier determination of the Territory's occupancy of the Land in a condition consistent with its obligations under this Housing Management Agreement.

20.2 Novation of agreements

(a) Subject to clause 20.3, upon the expiration or earlier determination of this Housing Management Agreement the Territory must, upon the request of the EDTL, use all reasonable endeavours to novate or assign to the EDTL or the EDTL's nominee without payment:

Viewed at 12:10:26 on 26/10/2016 by 32GPL.

(i) any service or maintenance agreement relating to the Land, Improvements or Services (or any part of it) or the benefit of any such agreement; and

(ii) any other agreement solely relating to the Land (or any part of it) or the benefit of any such agreement.

(b) Nothing in this clause 20.2 requires the EDTL to request the novation or assignment of any agreement.

20.3 Novation of Tenancy Agreements, Land Underleases and Land Licences

Prior to or upon the early determination of this Housing Management Agreement:

(a) the Territory must use all reasonable endeavours to novate or assign all Tenancy Agreements, Land Underleases and Land Licences to the EDTL; and

(b) the EDTL must use all reasonable endeavours to enable the Territory to novate or assign all Tenancy Agreements, Land Underleases and Land Licences to the EDTL.

21. Dispute resolution

21.1 Procedure to resolve disputes

If there is a dispute between the Parties relating to or arising out of this Housing Management Agreement, the Parties must use reasonable endeavours acting in good faith to settle the dispute as soon as practicable.

21.2 Continue to perform

Notwithstanding the existence of a dispute, each Party must continue to perform its obligations under this Housing Management Agreement.

22. General

22.1 Amendments

The Parties may from time to time by agreement in writing, amend or vary the provisions of this Housing Management Agreement.

22.2 Nature of obligations

(a) Any provision in this Housing Management Agreement which binds more than one person binds all of those persons jointly and each of them severally.

(b) Each obligation imposed on a Party by this Housing Management Agreement in favour of another is a separate obligation.

22.3 Entire understanding

(a) This Housing Management Agreement contains the entire understanding between the Parties concerning the subject matter of the Housing

Viewed at 12:10:26 on 26/10/2016 by 32GPL.

Management Agreement and supersedes all prior communications between the Parties.

(b) Each Party acknowledges that, except as expressly stated in this Housing Management Agreement, that Party has not relied on any representation, warranty or undertaking of any kind made by or on behalf of the other Party in relation to the subject matter of this Housing Management Agreement.

22.4 No adverse construction

This Housing Management Agreement is not to be construed to the disadvantage of a Party because that Party was responsible for its preparation.

22.5 Further assurances

A Party, at its own expense and within a reasonable time of being requested by another Party to do so, must do all things and execute all documents that are reasonably necessary to give full effect to this Housing Management Agreement.

22.6 No waiver

(a) A failure, delay, relaxation or indulgence by a Party in exercising any power or right conferred on the Party by this Housing Management Agreement does not operate as a waiver of the power or right.

(b) A single or partial exercise of the power or right does not preclude a further exercise of it or the exercise of any other power or right under this Housing Management Agreement.

(c) A waiver of a breach does not operate as a waiver of any other breach.

22.7 Severability

If any provision of this Housing Management Agreement is void, voidable by any party, unenforceable or illegal, it shall be read down so as to be valid and enforceable or if it can not be so read down, the provision (or where possible the offending words), shall be severed from this Housing Management Agreement without affecting the validity, legality or enforceability of the remaining provisions (or parts of those provisions) of this Housing Management Agreement which will continue in full force and effect.

22.8 Successors and assigns

This Housing Management Agreement binds and benefits the Parties and their respective successors and permitted assigns under clause 22.9.

22.9 No assignment without consent of other Parties

A Party cannot assign or otherwise transfer the benefit of this Housing Management Agreement without the prior written consent of each other Party.

22.10 Consents and approvals

Where anything depends on the consent or approval of a Party then, unless this Housing Management Agreement provides otherwise, that consent or approval

Viewed at 12:10:26 on 26/10/2016 by 32GPL.

may be given conditionally or unconditionally or withheld, in the absolute discretion of that Party.

22.11 Costs

Each Party must pay its own legal costs of and incidental to the preparation and completion of this Housing Management Agreement.

22.12 Governing law and jurisdiction

(a) This Housing Management Agreement is governed by and must be construed in accordance with the laws in force in the Northern Territory.

(b) The Parties submit to the exclusive jurisdiction of the courts of that Territory and the Commonwealth of Australia in respect of all matters arising out of or relating to this Housing Management Agreement, its performance or subject matter.

22.13 Notices

Any notice or other communication to or by a Party under this Housing Management Agreement:

(a) may be given by personal service, pre-paid registered post or facsimile;

(b) must be in writing, legible and in English addressed (depending on the manner in which it is given) as set out in Item 4 of the Schedule or to any other address last notified by the Party to the sender by notice given in accordance with this clause;

(c) in the case of a corporation, must be signed by an officer or authorised representative of the sender or in accordance with section 127 of the Corporations Act or section 99-5 of the CATSI Act; and

(d) is deemed to be given by the sender and received by the addressee:

(i) if delivered in person, when delivered to the addressee;

(ii) if posted, 2 Business Days (or 6 Business Days, if posted outside Australia) after the date of posting to the addressee whether delivered or not; or

(iii) if sent by facsimile transmission, on the date and time shown on the transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety and in legible form to the facsimile number of the addressee notified for the purposes of this clause,

but if the delivery or receipt is on a day which is not a Business Day or is after 4.00 pm (addressee's time), it is deemed to have been received at 9.00 am on the next Business Day.

22.14 Counterparts

If this Housing Management Agreement consists of a number of signed counterparts, each is an original and all of the counterparts together constitute the same document.

Viewed at 12:10:26 on 26/10/2016 by 32GPL.

22.15 Conflicting provisions

If there is any conflict between the main body of this Housing Management Agreement and any schedules or annexures comprising it, then the provisions of the main body of this Housing Management Agreement prevail.

22.16 Non merger

A term or condition of, or act done in connection with, this Housing Management Agreement does not operate as a merger of any of the rights or remedies of the Parties under this Housing Management Agreement and those rights and remedies continue unchanged.

22.17 No right of set-off

Unless this Housing Management Agreement expressly provides otherwise, a Party has no right of set-off against a payment due to another Party.

22.18 Payment of interest

Any provision expressed or implied in this Housing Management Agreement obliging the Territory to pay interest on any moneys including the Housing Management Agreement Payment has no effect.

22.19 Relationship of Parties

Unless this Housing Management Agreement expressly provides otherwise, nothing in this Housing Management Agreement may be construed as creating a relationship of partnership, of principal and agent or of trustee and beneficiary.

22.20 Residential Tenancies Act

(a) Notwithstanding any other clause in this Housing Management Agreement, if the Territory or a Tenant does any act in relation to a Tenancy Agreement or a Tenant's Right of Occupation which is required under the *Residential Tenancies Act* (NT), that act does not constitute a breach of this Housing Management Agreement.

(b) If the EDTL exercises a right of access to the Land under this Housing Management Agreement, the EDTL may only access an individual housing lot on the Land provided that such access would not put the Territory in breach of its obligations under any Tenancy Agreement or Tenant's Right of Occupation applicable to that individual housing lot.

22.21 Compliance with Sublease

Notwithstanding any other clause in this Housing Management Agreement, the Territory agrees to do all things necessary to enable the EDTL to comply with its obligations under clause 10.8 (Amendments and termination) of the Sublease.

Viewed at 12:10:26 on 26/10/2016 by 32GPL.

Schedule - Housing Management Agreement particulars

Item:		Particulars:
1.	**Living Area** (clause 1.1)	The whole of the land described in Certificate of Title Volume 622 Folio 178, being Lot 5146 Town of Alice Springs on plan S75/103 a copy of which is annexed at Annexure 1.
2.	**Land** (clause 1.1)	The whole of the Living Area.
3.	**Commencement Date** (clause 1.1)	The date of commencement of the Sublease, being 3 December 2009
4.	**Notices** (clause 22.13)	If to the EDTL: **By Hand** The Executive Director of Township Leasing Level 1 60 Smith Street Darwin NT 0800 **By Post** The Executive Director of Township Leasing GPO Box 3671 Darwin NT 0801
		If to the Territory: **By Hand** Executive Director Land Services 8th Floor, 38 Cavenagh Street Darwin NT 0801 **By Post** Executive Director Land Services GPO Box 1680 Darwin NT 0801 **By Facsimile** Facsimile: (08) 8999 6055

Viewed at 12:10:26 on 26/10/2016 by 32GPL.

Executed as a deed.

Executed by the **Executive Director of Township Leasing** for and on behalf of the **Commonwealth of Australia** in the presence of:

.....
Signature of qualified witness

.....
Signature of Executive Director of Township Leasing

Kym Lockley
.....
Name of qualified witness (please print)

PAT WATSON
.....
Name (please print)

Solicitor
.....
Qualification

Phone: (02) 61214223
Address: L3 16 Bowes St
Woden ACT
Contact details of qualified witness

3/12/2009
.....
Execution Date

Viewed at 12:10:26 on 26/10/2016 by 32GPL.

SIGNED by the **Chief Executive Officer** of the **Department of Planning and Infrastructure** for and on behalf of the **Northern Territory Of Australia** pursuant to a delegation under the *Contracts Act* in the presence of:

Witness

Jackie Antoun

Print name

A Practitioner of the Supreme Court
of the Northern Territory of Australia
68 The Esplanade, Darwin NT
Ph: (08) 8935 7809

Position

Signature

Richard Hancock

Print name

3/12/09

Date

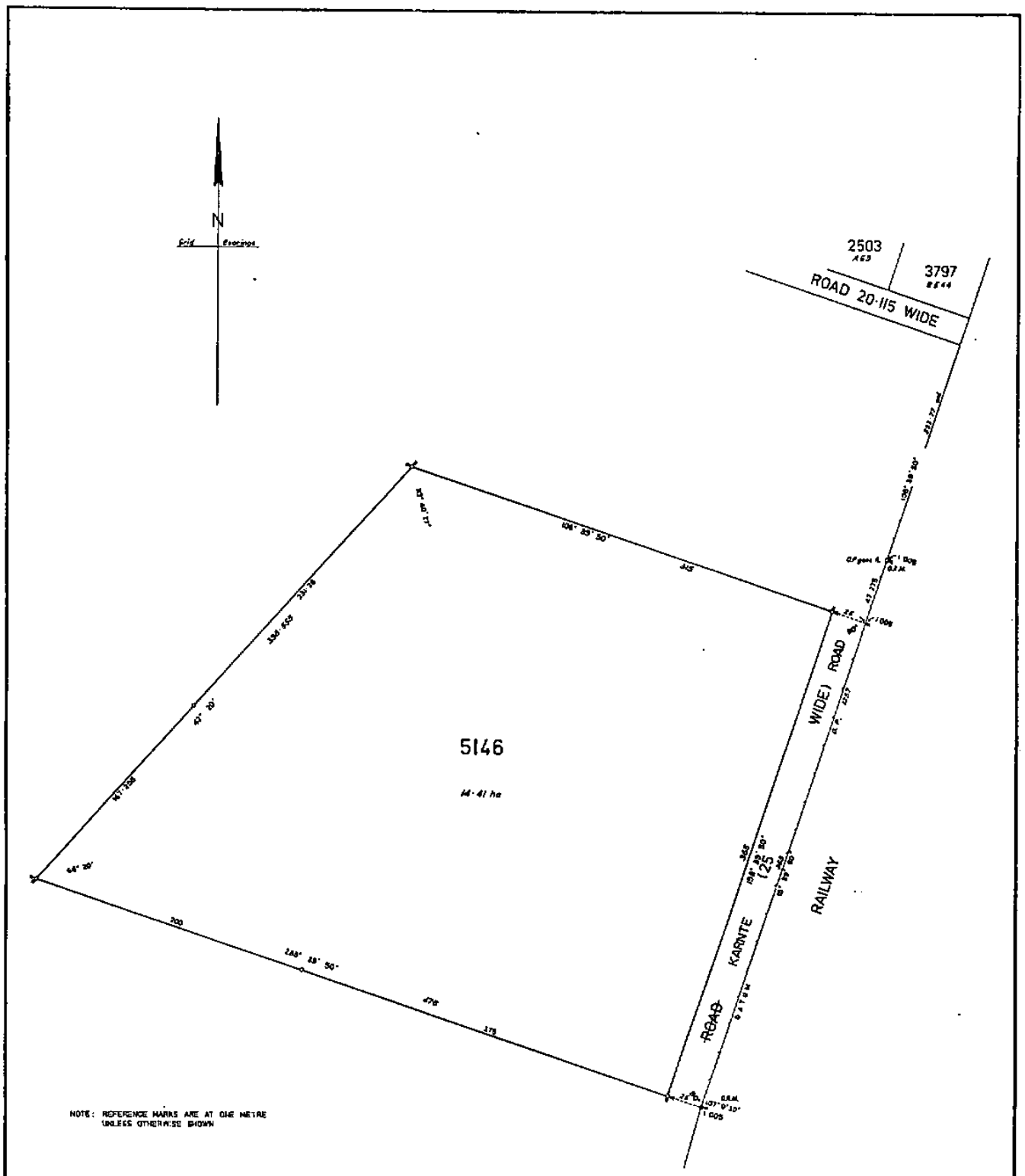
Viewed at 12:10:26 on 26/10/2016 by 32GPL.

Annexure 1 - Living Area

Viewed at 12:10:26 on 26/10/2016 by 32GPL.

Survey Plan S 75/103

Viewed at 15:05:16 on 15/05/2009 by 69AGS.



No.	REFERENCE	DETAILS AMENDMENTS	APPROVED	DATE

SURVEYOR'S CERTIFICATE

I Richard H Berry

hereby certify that the survey represented on this plan was carried out by me or under my immediate supervision and was completed on 19-7-76 and that this survey has been executed in accordance with the Licensed Surveyors Ordinance 1933-1937 and the Regulations thereunder.

Date 3/8/76 Richard H Berry Licensed Surveyor

SURVEY APPROVED

Date 19-10-1976 Peter Wall Surveyor-General

File No. S.75/103

Field Book No.

Index Plan

Drawn R. Dyer 29-7-76

Examined G.A.G. 5.8.76

Calculation Book No.

Passed

Date 14-10-76

LEGEND

Cadastre Check

Survey Mark

Peg in Ground

Reference Mark

Lockset

Fence Post

AZIMUTH

A. Assumed from G.P. 1137

B. Bearing of

to Pm Meridian of Longitude

Convergence of arc.

C. From Longitude Datum

at derived

LOT 5146

TOWN OF ALICE SPRINGS

SCALE 1:1500

S.75/103

MICROFILMED 4/7/91

MINISTER FOR PLANNING AND LANDS

PARLIAMENT HOUSE
STATE SQUARE
DARWIN NT 0800

GPO BOX 3146
DARWIN NT 0801
TELEPHONE: (08) 8901 4047
FACSIMILE: (08) 8901 4169

Mr Pat Watson
Executive Director of
Township Leasing
PO Box 7788
CANBERRA MAIL CENTRE ACT 2610

Pat

Dear Mr Watson

I refer to your letter seeking consent to register a sub-sub lease over Special Purposes Lease 493, 412, 550, 543, 536, 438, 426, 459, 409, 450, 554, 473 and Crown Leases Perpetual 1111 and 1112.

I am pleased to advise that, in accordance with my powers under section 6 of the *Special Purposes Leases Act* and section 47 of the *Crown Lands Act* I consent to the registration of the sub-sub leases over the above leases.

Proposed Lessee:	Northern Territory of Australia (Department of Planning and Infrastructure)
Lease Details:	As per schedule at Attachment A

Yours sincerely

DELIA LAWRIE

29-7-09

Northern Territory Government

LEASE DETAILS - ATTACHMENT A

LOT NO	LEASE	PERMITTED USE
5713	SPL 493	Aboriginal communal living
7850	CLP 1111	Aboriginal residential housing area
5146	SPL 412	Aboriginal communal purpose
5708	SPL 550	Aboriginal communal living
3701	CLP 1112	Aboriginal residential living and ancillary
2664	SPL 543	Aboriginal communal living
5195	SPL 536	Aboriginal communal living
5150	SPL 438	Aboriginal settlement, camping and ancillary
3702	SPL 426	Aboriginal communal purposes
3704	SPL 426	Aboriginal communal purposes
1733	SPL 426	Aboriginal communal purposes
5180	SPL 459	Aboriginal communal living
5135	SPL 409	communal settlement
5123	SPL 554	Aboriginal communal living, craft complex and ancillary
5149	SPL 450	Aboriginal communal purposes
5189	SPL 473	Aboriginal communal living area

00347408

DEPARTMENT OF JUSTICE (ABN 84 085 734 992)
REGISTRAR-GENERAL'S OFFICE
NICHOLS PLACE
GPO BOX 3021
DARWIN NT 0801
Enquiries : 8999 6252

6 OF 18

Priority of Lodgement	1

TAX INVOICE (RECEIPT) - OFFICE COPY

Lodging Party:
AUSTRALIAN GOVERNMENT SOLICITO
GPO BOX 4700
DARWIN 0801

Customer Code: AGSA
Self Assessing Code: N

Document Delivery:
AUSTRALIAN GOVERNMENT SOLICITO
GPO BOX 4700
DARWIN 0801

Date of Issue	08/06/2010
at	10:59
by	KRIS
Application #	00203134

Lodgement No 728349

If paper title exists enter

Volume _____

Folio _____

Description	GST Incl Amount
UNDERLEASE (LOT 5146 / ALICE SPRINGS)	155.00

3053/10

Total Cost excl GST	$155.00
Total GST	$0.00
Total Invoice	$155.00

Payment Details

CHEQUE (004370 RBA CANBERRA (092009))

1
23

Date Registered: 09/06/2010 **Volume** 747 **Folio** 783
Duplicate Certificate as to Title issued? No

SEARCH CERTIFICATE

SPECIAL PURPOSES LEASE 00412

Lot 5146 Town of Alice Springs from plan(s) S 75/103
Area under title is 14 hectares 4100 square metres

Owner:
Anthepe Housing Association Incorporated
of PO Box 8070, Alice Springs NT 0871

Registered Date	Dealing Number	Description
		Previous title is **Volume** 622 **Folio** 178
09/06/2010	728349	Underlease to Northern Territory of Australia - expiring 02/12/2012 (728326)
09/06/2010	728326	Sublease to Executive Director of Township Leasing - expiring 02/12/2049

End of Dealings

Commencement Date: 8 November 1976

Expiry Date: In Perpetuity

Reservations:

(a) A right of entry in favour of the Administrator or an officer authorised in writing by the Administrator, at all reasonable times and in any reasonable manner, to enter upon the leased land or any part of it and to inspect the leased land or any part of it and any improvements on it.

(b) All minerals and mineral substances in or on the leased land including gold, silver, copper, tin, other metals, ores, and substances containing metals, gems, precious stones, coal, shale, mineral oils and valuable earths or substances, together with the right to authorise any persons to enter upon the land to mine, work for, win, recover and remove them or any of them and to do all things necessary or convenient for those purposes.

(c) A power of resumption.

(d) A right of entry and inspection for the purposes of providing and maintaining water, sewer, electricity and other services on the leased land or on other lands.

Provisions:

To hold unto the lessee in perpetuity yielding and paying therefor an annual rental of five hundred and twenty five dollars subject to re-appraisement in accordance with section 11A of the Special Purposes Leases Act.

And it is hereby declared that -

The lessee, having paid all rent due under this lease, may at any time surrender this lease in accordance with the provisions of the Special Purposes Leases Act and the Regulations thereunder.

If the rent (other than the rent for the first year) is not paid on or before the expiry of three months from the date on which it becomes payable by the lessee, an additional amount (which shall be deemed to be recoverable as rent) at the rate of five per centum per annum from the expiry of that period shall become payable by the lessee in respect of the rent overdue, if demanded by the Administrator.

This lease is granted under and subject to the Special Purposes Leases Act and the Regulations for the time being in force thereunder and is conditional upon compliance by the lessee with the covenants and conditions to be complied with

by the lessee and may, subject to the Special Purposes Leases Act and the Regulations, be forfeited for non-compliance with any such covenant or condition.

Covenants:

The lessee covenants with the Minister as follows -

1. That the lessee will pay the rent annually in advance.

2. That the lessee will use the land only for the purposes for which it is leased; viz., Aboriginal Communal Purposes.

3. That the lessee will pay all rates and taxes which may at any time become due in respect of the leased land.

4. That the lessee will observe and comply with the Regulations under the Special Purposes Leases Act for the time being in force.

5. That the lessee will by the first day of January, 1978 or within such further time as may be approved in writing by the Administrator commence to erect improvements suitable for the purpose of the lease on the said land (with the necessary and usual outbuildings and fences) at a cost of not less than fifty thousand dollars and in accordance with plans and specifications prepared by the lessee and previously submitted to and approved in writing by the Administrator and complete the erection of the said improvements at a cost of not less than the said sum and in accordance with any Act, Ordinance or Regulation by the first day of January, 1979 or within such further time as may be approved by the Administrator.

6. That the lessee will by the first day of January, 1981 or within such further time as may be approved in writing by the Administrator raise the value of improvements on the leased land to the value of one hundred and fifty thousand dollars and in accordance with the plans and specifications prepared by the lessee and previosly submitted to and approved in writing by the Administrator and thereafter maintain and repair and keep in repair all improvements on the leased land to the satisfaction of the Administrator.

7. That the leased land shall be dust suppressed and drained for stormwater to the satisfaction of the Administrator by the first day of January, 1979 or within such further time as may be allowed by the Administrator, and all such works shall thereafter be maintained to the satisfaction of the Administrator.

8. That all internal roads and pathways shall be of good all-weather construction and shall be maintained to the satisfaction of the Administrator.

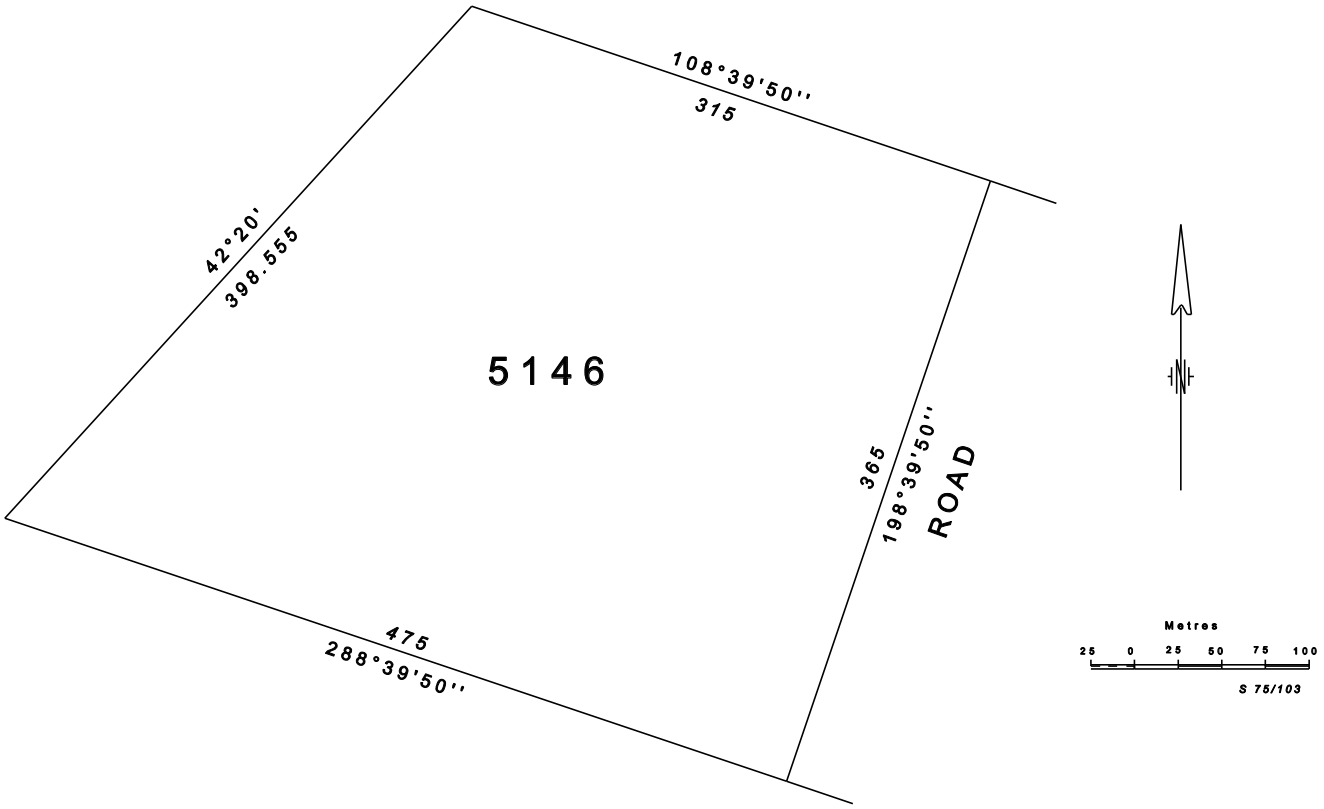
9. That no building, vehicle or structure shall be situated within five metres of the boundary of the land to the Railway Reserve, and not within six metres of any other boundary. The area so formed along the northern and western boundaries shall be landscaped with trees, and shrubs to the satifaction of the Administrator by the first day of January 1979 and all such landscaping shall thereafter be maintained to the satisfaction of the Administartor.

10. That the disposal and treatment of sewerage from the land shall be in accordance with approvals and directions given by the Director of Health.

11. That for every ten camping sites or part thereof there shall be provided the following facilities:- 1 water closet for use by males 1 urinal 1 water closet for use by females 1 shower with hot and cold water, for use by males 1 shower with hot and cold water, for use by females 1 handbasin with hot and cold water for each water closet provided.

13. That the lessee shall submit plans for the development of the site to the Urban Development and Town Planning Branch for approval prior to the commencement of development.

Date Registered: 09/06/2010 **Volume** 747 **Folio** 783
Duplicate Certificate as to Title issued? No



NORTHERN TERRITORY OF AUSTRALIA

Record of Administrative Interests and Information

Record of Administrative Interests and Information
The information contained in this record of Administrative Interests only relates to the below parcel reference.

Parcel Reference: Lot 05146 Town of Alice Springs plan(s) S 75/103

(See section 38 of the Land Title Act)

Note: The Record of Administrative Interests and Information is not part of the Land Register and is not guaranteed by the Northern Territory of Australia, and the NT Government accepts no Liability for any omission, misstatement or inaccuracy contained in this statement.

Registrar General

Government Land Register
(none found)

Custodian - Registrar General (+61 8 8999 6252)

Current Title
CUFT 747 783 (order 1)

Tenure Type
SPECIAL PURPOSES LEASE 412

Tenure Status
Current

Area Under Title
14 hectares 4100 square metres

Owners
Anthepe Housing Association Incorporated
PO Box 8070, Alice Springs NT 0871

Easements
(none found)

Scheme Name
(none found)

Scheme Body Corporate Name
(none found)

Reserved Name(s)
(none found)

Unit Entitlements
(none found)

Transfers
(none found)

Tenure Comments
(none found)

Historic Titles
CUFT 622 178 (order 1)
CUCL 146 016 (order 2)
CUCL 146 016 (order 1)
Visit the website http://www.nt.gov.au/justice/bdm/land_title_office/

Custodian - Surveyor General (+61 8 8995 5362)

Address
80 KARNTE RD, ARUMBERA

Survey Plan
S 75/103

Survey Status
Approved

Parcel Status
CURRENT

Parcel Area
14 hectares, 4100 square metres

Map Reference
Code 010 Scale 2500 Sheet 29.29
Code 010 Scale 2500 Sheet 29.28
Code 010 Scale 5000 Sheet 15.14

Parent Parcels
(none found)

Parcel Comments
ABORIGINAL COMMUNAL PURPOSES. POSSIBLY AFFECTED BY PROP ROUTE OF MEREENIE-PALM VALLEY-ALICE SPRINGS GAS PIPELINE - REF CP4501. RUBUNTJA CRESCENT NAMED, NTG G21 23/05/2012. LOTS 10228(A) TO 10245(A)- 98/9249/141-8. ADMINISTRATIVE LOTS 10228 TO 10245 AND 10295 TO 10298 SURVEYED - S2012/010 .

Survey Comments
(none found)

Proposed Easements
(none found)

Municipality
ALICE SPRINGS MUNICIPALITY

Region
ALICE SPRINGS

Custodian - Valuer General (+61 8 8943 9193)

Owner's Last Known Address

CEO Housing & Department of Lands and Planning, ATTENTION: CHIEF FINANCE OFFICER, GPO BOX 4621, DARWIN NT 0801

Parcels in Valuation

Lot 05146 Town of Alice Springs

Unimproved Capital Value

$910,000 on 01/07/2015
$998,000 on 01/07/2012
$950,000 on 01/07/2009
$675,000 on 01/07/2006
$500,000 on 01/07/2003
$400,000 on 01/07/2000
$351,000 on 01/07/1997
$250,000 on 01/07/1994
$215,000 on 01/07/1991
$180,000 on 01/01/1989
$100,000 on 01/01/1986

Valuation Improvements

28/05/1990 House
28/05/1990 Hall x 2
28/05/1990 Ablution block

Custodian - Property Purchasing (+61 8 8999 6631)

Acquisitions

(none found)

Custodian - Building Advisory Service (+61 8 8999 8965)

Building Control Areas

BBASP001 - Building Control Area	ALICE SPRINGS BUILDING AREA

Building Permits

Application Number:	21 of 21
Description:	AC 9668A & 9668B - New concrete and steel residential 2 x 2 bedroom duplex building (Type H4DAS)
Number of Residental Units:	2
Australian Bureau of Statistics Type:	Semi-detached town house of one storey
Building Class:	Single Dwelling Non-habitable building
Area:	228 square metres
Certification:	Single Dwelling - Full Code - *issued on* 06/02/2012 Non-habitable building - Full Code - *issued on* 06/02/2012

Application Number:	20 of 21
Description:	House AC 9670 - New concrete and steel residential 3 bedroom dwelling (Type H6SAS)
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling Non-habitable building
Area:	139 square metres
Certification:	Single Dwelling - Full Code - *issued on* 05/12/2011 Non-habitable building - Full Code - *issued on* 05/12/2011

Application Number:	19 of 21
Description:	House AC 9669 - New concrete and steel residential 3 bedroom dwelling, free standing shade structure (Type H6AS)
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling Non-habitable building
Area:	136 square metres
Certification:	Single Dwelling - Full Code - *issued on* 05/12/2011 Non-habitable building - Full Code - *issued on* 05/12/2011

Application Number:	18 of 21
Description:	House AC 9671 - New concrete and steel residential 3 bedroom dwelling, free standing shade structure(Type H6AS)
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Non-habitable building Single Dwelling
Area:	139 square metres
Certification:	Non-habitable building - Full Code - *issued on* 05/12/2011 Single Dwelling - Full Code - *issued on* 05/12/2011

Application Number:	17 of 21
Description:	House AC 30 & 31 - New concrete and steel residential duplex building, free standing shade structure(Type H4DAS)
Number of Residental Units:	2
Australian Bureau of Statistics Type:	Semi-detached town house of one storey
Building Class:	Single Dwelling Non-habitable building
Area:	228 square metres
Certification:	Single Dwelling - Full Code - *issued on* 05/12/2011 Non-habitable building - Full Code - *issued on* 05/12/2011

Application Number:	15 of 21
Description:	Dwelling Alterations [House 2]
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	(none found)
Certification:	Single Dwelling - Full Code - *issued on* 27/09/2011

Application Number:	14 of 21
Description:	Dwelling alterations to house 01 including new kitchens, wet areas, floor linings, windows and doors, air conditioning and heating
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	(none found)
Certification:	Single Dwelling - Full Code - *issued on* 05/08/2010

Application Number:	13 of 21
Description:	Wall Cladding and Awnings.
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	(none found)
Certification:	Single Dwelling - Full Code - *issued on* 11/11/2009

Application Number:	12 of 21
Description:	DWELLING ALTERATIOPNS - House 6
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	(none found)
Certification:	Single Dwelling - Full Code - *issued on* 02/07/2009

Application Number:	11 of 21
Description:	new residence
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House

Building Class:	Single Dwelling
Area:	242 square metres
Certification:	Single Dwelling - Full Code - *issued on* 23/10/2006

Application Number:	9 of 21
Description:	DWELLING
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	0 square metres
Certification:	Single Dwelling - Full Code - *issued on* 23/05/2002

Visit the website http://www.nt.gov.au/building/

Custodian - Town Planning and Development Assessment Services (+61 8 8999 6046)

Planning Scheme Zone
CL (Community Living)

Interim Development Control Orders
(none found)

Planning Notes
(none found)

Planning Applications
(none found)

Custodian - Power and Water Corporation (1800 245 092)

Meters on Parcel

Power Water - Electricity	7
Power Water - Water	10

For Account balances, contact the Power and Water Corporation.

Custodian - Pool Fencing Unit (+61 8 8924 3641)

Swimming Pool/Spa Status
(none found)

For more information, contact the Pool Fencing Unit (+61 8 8924 3641).

Custodian - Mines and Energy (+61 8 8999 5322)

For information on possible Exploration Licences, contact Mines & Energy or visit the website http://www.nt.gov.au/d/Minerals_Energy/

For information on possible Petroleum Titles, contact Mines & Energy for further details.

Custodian - NT Environment Protection Authority (+61 8 8924 4218)

Results of site contamination assessment
(none found)

For further information contact Environment Protection Authority or visit the website https://ntepa.nt.gov.au/waste-pollution/contaminated-land

Custodian - Heritage Branch (+61 8 8999 5039)

Heritage Listing:
(none found)

For further information on heritage places contact Heritage Branch or visit the website http://www.dlpe.nt.gov.au/heritage

Other Interests
For Account balances, contact Alice Springs Town Council



Ilparpa

Form 31

Section 65

Land Title Act

REGISTRAR-GENERAL'S DIRECTIONS

NORTHERN TERRITORY OF AUSTRALIA

DL00728314D

Not liable to stamp duty in the Northern Territory
Commissioner of Taxes use only
(NOTE 1)
for Commissioner of Territory Revenue
24/3/10

LEASE

Dealing Number: 728314 Lodged 08/06/2010 at 13:40:23
Dealing Type: LS By CASH
Volume 622 Folio 259 Fee $ 155.00 Receipt 347411

The owner leases to the tenant the land described and the tenant accepts this lease of the land for the term and at the rent stipulated and subject to the covenants and conditions contained below or on the back of this document and acknowledges the amount payable or other consideration for the lease. (NOTES 2 – 3)

Register	Volume	Folio	Location	Lot Description	Plan	Unit
CUFT	622	259	Town of Alice Springs	Lot 5713	S80/079	N/A

(NOTE 4)

INTEREST BEING LEASED: The whole of the Land described in Item 1 of the Schedule to this Sublease and shown on the plan at Annexure 1 to this Sublease, being Lot 5713 Town of Alice Springs on plan S80/079. (NOTE 5)

MARKET RENT UNDER THE LEASE	$1.10 if demanded	GST Amount	$0.10
OTHER CONSIDERATION (Include Nil or Nominal Rent)	Nil	GST Amount	Nil

(NOTE 6)

OWNER: Ilparpa Aboriginal Corporation (NOTE 7)

TENANT: Name: Executive Director of Township Leasing
Address: Centraplaza, 16 Bowes Street, Woden ACT 2606 (NOTE 8)

TENANCY: Joint Tenants/Tenants in Common (Shareholding) Not applicable (NOTE 9)

TERM OF LEASE	Commencing:	Expiring:	Right of Renewal:
	3/12/2009	2/12/2049	No

(NOTE 10)

CONSENTS: Nil (NOTE 11)

See Attached Execution Clause.....
SIGNED by the Owner
on (Date) .....
In the presence of:
.....
Qualified Witness:
.....
.....

See Attached Execution Clause .....
SIGNED by the Tenant
on (Date) .....
In the presence of:
.....
Qualified Witness:
.....
.....

(NOTE 12)

NORTHERN TERRITORY OF AUSTRALIA REGISTRAR GENERAL

Registered on 9.6.2010 at 09:00

CONSENT OF INTEREST HOLDERS

Instrument type: .....

Instrument No: .....

Name of Parties: .....

.....

I the registered proprietor of the interest shown above consent to the registration of this instrument.

Signed: .....

(Date): .....

In the presence of:

.....

Name of Qualified Witness: .....

Address or Telephone No.: .....

Instrument type: .....

Instrument No: .....

Name of Parties: .....

.....

I the registered proprietor of the interest shown above consent to the registration of this instrument.

Signed: .....

(Date): .....

In the presence of:

.....

Name of Qualified Witness: .....

Address or Telephone No.: .....

COVENANTS

It is hereby covenanted by and between the owner and the tenant as follows:

☐ To comply with the provisions contained in Memorandum of Common Provisions recorded in the Register as LTO No. .....

☑ The conditions and covenants implied by Sections 117 & 119 *Law of Property Act* ~~shall~~/shall not apply. (delete one)

☑ To comply with the provisions annexed to this lease.

SCHEDULE OF NOTES

1. A lease signed on or after 1 July 2006 is required to be stamped by the Commissioner of Taxes where (i) there is no consideration, or (ii) the consideration is nominal, or (iii) there is valuable consideration other than rent under the lease.
2. This form may be lodged in triplicate. The original must be typed or completed in ink or biro. The duplicate and triplicate may be a copy of the original but the signatures of all parties and their witnesses must be in ink or biro on the original, duplicate and triplicate. If the words "owner" and "tenant" are considered in appropriate other words (lessor/lessee) may be used. Alterations to information entered on the form should be crossed out (nor erased or obliterated by painting over) and initialled by the parties.
3. If there is insufficient space in any panel use the space above or an annexure sheet (Form 95).
4. Volume and Folio references must be given together with a description of the location, the lot number and unit plan number if applicable. If a certificate as to title has been issued it must be produced.
5. Insert whole of the land or if part of a lot the instrument of lease must also include a sketch plan identifying the part of the lot drawn to a standard to the Registrar-General's satisfaction, if required by the Registrar-General, a plan of survey identifying the part of the lot; or if required by the *Planning Act*, consent under Part 5 of the *Planning Act*.
6. Pursuant to Section 66 (1)(c) of the *Land Title Act* state whether the rent under the lease is market rent, or nil or nominal rent. Market rent means any rent that is not nominal. A lease for nil or nominal rent or other consideration must show the imprint of the Commissioner of Taxes. For the GST amount, if the lease is subject to the margin scheme and the GST amount is unknown insert "margin scheme" in the box provided. Show the words "Nil" or "Not applicable" if not subject to rent or other consideration.
7. Insert full name. Address is not required.
8. Insert full name and an address for the service of notices. The address can be a postal address.
9. If two or more tenants, state whether as joint tenants or tenants in common. If tenants in common, specify shares. If no tenancy is stated, the Registrar-General must register the co-owners as tenants in common pursuant to Section 57(2) of the *Land Title Act*.
10. Insert first day of the lease, last day of the lease and whether a right of renewal ("Yes" or "No").
11. Consents by mortgagee should be provided. A lease or amendment of a lease executed after registration of a mortgage of a lot is valid against the mortgagee only if the mortgagee consents to the lease or amendment before its registration. A lease which has not been consented to by a prior mortgagee will not be protected in the event of the mortgagee exercising the power of sale.
12. Persons who may witness this document are a Commissioner for Oaths, a member of the Legislative Assembly, a legal practitioner within the meaning of the *Legal Practitioners Act*, a person holding office under the *Supreme Court Act*, the *Justices Act*, the *Local Court Act* or the *Registration Act*, a member of the Police Force, a person licensed as a conveyancing agent or real estate agent under the *Agents Licensing Act*, a Notary Public and any other person approved by the Registrar-General.

    A witness to an instrument executed by an individual must first:

    - take reasonable steps to ensure that the individual is the person entitled to sign the instrument;
    - have the individual execute the document in the presence of the witness;
    - not be a party to the instrument; and
    - if witnessing more than one signature, clearly state that he/she has witnessed more than one signature. (ie I have witnessed the two signatures appearing above).

    After signing, witnesses must legibly write, type or stamp their names and contact address or telephone number below their signature.

    For a corporation, an instrument must be executed in a way permitted by law or sealed with the corporation's seal in accordance with the *Law of Property Act*, Section 48.

    For witnessing of instruments executed outside the Northern Territory refer to Schedule 1 of the *Land Title Act* and the Registrar-General's Directions.

PRIVACY STATEMENT – LAND REGISTER FORMS

The Registrar-General's Office is authorised by the *Land Title Act* to collect the information on this form for the establishment and maintenance of the Land Register, which is made available for search by any person, anywhere, including through the Internet, upon payment of a fee. The information is regularly provided to other NT Government agencies, the Australian Valuation Office, local governments, the Australian Bureau of Statistics, the Australian Taxation Office or other Commonwealth Agencies as required or authorised by law, and some private sector organisations for conveyancing, local government, valuation, statistical, administrative and other purposes. The Department of Planning and Infrastructure also uses the information to prepare and sell or licence property sales reports to commercial organisations concerned with the development, sale or marketing of property.

Failure to provide the information in full or in part may prevent your application or transaction being completed.

Your personal information provided on this form can be subsequently accessed by you on request. If you have any queries please contact the Deputy Registrar-General on 8999 5318.

Sublease

Ilparpa Aboriginal Corporation

and

Executive Director of Township Leasing

and

Northern Territory of Australia

and

Chief Executive Officer (Housing)

Viewed at 09:11:44 on 23/11/2016 by 32GPL.

Table of Contents

1.	**Definitions and interpretation**	**7**
1.1	Definitions	7
1.2	Interpretation	14
1.3	Transfer of functions	15
1.4	Good faith	15
1.5	Survival	15
2.	**Sublease and reservations**	**16**
2.1	Condition precedent	16
2.2	Grant of Sublease	16
2.3	Reservations	16
3.	**Mutual agreements and declarations**	**17**
4.	**Implied covenants**	**17**
5.	**Sublease Payment**	**17**
6.	**SIHIP Investment**	**17**
7.	**Transition from existing arrangements**	**18**
7.1	Registered Interests	18
7.2	Tenants of Housing Authorities	18
7.3	Services Providers	18
8.	**Access**	**19**
8.1	General	19
8.2	Association's right of access	20
9.	**Improvements**	**20**
9.1	Existing Improvements	20
9.2	Maintenance of Existing Improvements	21
9.3	Works in respect of Existing Improvements	21
9.4	EDTL's Improvements	21
9.5	Ownership of Improvements at the end of the Sublease	21
10.	**Housing Management Agreements, Living Area Underleases and Living Area Licences**	**22**
10.1	Housing Management Agreements	22
10.2	Notification before entering into Housing Management Agreement	22
10.3	Grant of Living Area Underlease	23
10.4	Grant of Living Area Underlease of Community Land	23
10.5	Grant of Living Area Underlease of Vacant Land	23
10.6	Grant of Living Area Licence	24
10.7	No release of liability	25
10.8	Amendments and termination	25

Viewed at 09:11:44 on 23/11/2016 by 32GPL.

11.	**Housing Management Tender**	**25**
12.	**Future housing and Infrastructure needs**	**26**
13.	**Home ownership**	**26**
14.	**Rates, Taxes and Charges**	**27**
14.1	Outgoings	27
14.2	Charges for Services	27
14.3	Stamp duty	27
14.4	Association's Administrative costs	27
15.	**Insurance**	**28**
16.	**GST**	**28**
17.	**Use of Living Area**	**28**
17.1	Permitted Use	28
17.2	Compliance with Laws and Planning Scheme	28
17.3	Compliance with Lease	29
17.4	Compliance with notices	29
17.5	Notices	29
17.6	Roads	29
18.	**EDTL's indemnity**	**29**
18.1	Risk	29
18.2	The EDTL indemnifies the Association	30
18.3	The EDTL releases the Association	30
19.	**Reinstatement**	**31**
19.1	No obligation to reinstate	31
19.2	No right to damages	31
20.	**Consultative Forum**	**31**
20.1	Establishment of the Consultative Forum	31
20.2	Purpose of the Consultative Forum	31
20.3	Association nominees to consult with Living Area residents	32
20.4	Power to bind the Parties	32
20.5	EDTL to consult with the Consultative Forum	32
20.6	Conduct of the Consultative Forum	32
20.7	Annual Statement to Consultative Forum	33
21.	**Advisory Housing Forum**	**33**
21.1	Membership of the Advisory Housing Forum	33
21.2	Purpose of the Advisory Housing Forum	33
21.3	Power to bind the Parties	33
21.4	Advisory Housing Forum Meetings	33
22.	**Association's obligations**	**33**
22.1	Quiet enjoyment	33
22.2	Produce certificates	34
23.	**Sublease ends if Lease ends**	**34**
24.	**Default**	**34**
24.1	Occurrence of Default Event	34
24.2	Financial Default	34

Viewed at 09:11:44 on 23/11/2016 by 32GPL.

Table of Contents (ctd) 4

24.3	Remedies for other Default Events	34
24.4	Remedies for Termination Event	35
24.5	Waiver	35
24.6	Consequences of termination	35
25.	**Overholding**	**36**
26.	**Obligations on expiration or termination**	**36**
26.1	Return of Living Area	36
26.2	Novation of agreements	36
26.3	Novation of Housing Management Agreements, Living Area Underleases and Living Area Licences	36
27.	**Renewal**	**36**
27.1	Renewal of Sublease	36
28.	**Dispute resolution**	**37**
28.1	Procedure to resolve disputes	37
28.2	Continue to perform	38
29.	**General**	**38**
29.1	Amendments	38
29.2	Nature of obligations	38
29.3	Entire understanding	38
29.4	No adverse construction	38
29.5	Further assurances	38
29.6	No waiver	38
29.7	Severability	39
29.8	Successors and assigns	39
29.9	No assignment without consent of other Parties	39
29.10	Consents and approvals	39
29.11	Costs	39
29.12	Governing law and jurisdiction	39
29.13	Notices	39
29.14	Counterparts	40
29.15	Conflicting provisions	40
29.16	Non merger	40
29.17	Operation of indemnities	40
29.18	No right of set-off	40
29.19	Payment of interest	40
29.20	Relationship of Parties	41
Schedule - Sublease particulars		**42**

Viewed at 09:11:44 on 23/11/2016 by 32GPL.

Sublease

Date 3 December 2009

Parties

1. Ilparpa Aboriginal Corporation, incorporated under the CATSI Act, ABN 27 953 426 819 ("the **Association**")

2. Executive Director of Township Leasing, established by section 20B of the Land Rights Act, on behalf of the Commonwealth of Australia, ABN 36 342 015 855 ("the **EDTL**")

3. Northern Territory of Australia care of the Department of Local Government and Housing, RCG House, 83-85 Smith Street, Darwin 0800 in the Northern Territory of Australia, ABN 84 085 734 992 ("the **Territory**")

4. Chief Executive Officer (Housing) a body corporate sole established under the *Housing Act* (NT) of RCG House, 83-85 Smith Street, Darwin 0800 in the Northern Territory of Australia, ABN 23 912 978 797 ("**Territory Housing**")

(collectively referred to as "the **Parties**")

Background

A. The Association is the registered proprietor of a lease in perpetuity of the Living Area.

B. The parties acknowledge that the residents living on the Alice Springs Living Areas are living in very poor conditions and it is very important to improve the health and standard of living of those residents. The Australian Government and the Northern Territory Government have stated their intention to undertake a capital works program to assist in improving the standard of living of those residents.

C. On 10 July 2008, the Association signed the Agreed Work Plan with Tangentyere Council, the Australian Government and the Territory Government which described the key terms agreed by the parties in relation to the grant of the Sublease.

D. The Australian Government has stated its intention to 'close the 17 year gap' in life expectancy between Indigenous and non-Indigenous Australians, and that this Sublease opens the way for substantial government investment in improved Infrastructure and housing on the Alice Springs Living Areas as a step to achieving this goal.

E. The Australian Government wishes to substantially improve:

   (i) the quality and availability of Infrastructure and housing on the Alice Springs Living Areas;

   (ii) the level of maintenance and repair to the housing and Infrastructure on the Alice Springs Living Areas;

   (iii) the quality of tenancy management on the Alice Springs Living Areas; and

Viewed at 09:11:44 on 23/11/2016 by 32GPL.

(iv) Indigenous employment and training outcomes.

F. To help achieve these aims the Australian Government has requested the grant of this Sublease to the EDTL and has offered to make up to ~~$50 million~~ $100,000,000 funding available via SIHIP in order to upgrade and increase the housing and Infrastructure located on the Alice Springs Living Areas during the 5 years from the commencement of the first Alice Springs Living Area Sublease. E.S. RS

G. The Association has requested that the EDTL enter into the Sublease on behalf of the Commonwealth and administer the Sublease.

H. The Parties have agreed that, on the terms and conditions set out in this Sublease, the Living Area (including all Improvements and Services) will be leased to the EDTL by the Association pursuant to section 6 of the Special Purposes Leases Act.

I. The Parties acknowledge that this Sublease is intended to support development and investment in the Alice Springs Living Areas and improve the housing and Infrastructure in the Alice Springs Living Areas, including by:

(i) the expenditure of up to ~~$50 million~~ $100,000,000 in accordance with SIHIP; E.S.RS

(ii) the development and implementation of policy which has regard to the ongoing Infrastructure and housing needs on the Alice Springs Living Areas;

(iii) improving the quality of design and construction of new housing on the Alice Springs Living Areas;

(iv) improving the quality of housing management in the Alice Springs Living Areas including with respect to tenancy management, repairs and maintenance and tenant consultation and participation having regard to the needs and requirements of the residents of the Alice Springs Living Areas;

(v) increasing the supply of affordable Indigenous rental housing through the expenditure of up to ~~$50 million~~ $100,000,000 in accordance with SIHIP; and E.S.RS

(vii) increasing Indigenous employment and training outcomes.

J. The Parties acknowledge that decisions in relation to the housing, Infrastructure and tenancy management on the Alice Springs Living Areas will be made in consultation with the residents and have regard to the needs and requirements of residents.

K. The Association has received consent from the Northern Territory Minister as required by section 6 of Special Purposes Leases Act for the grant of this Sublease.

L. The Commonwealth Minister has agreed to the Association's request in accordance with section 20CA of the Land Rights Act.

M. The EDTL is capable of receiving a grant of a sublease pursuant to section 20C of the Land Rights Act.

Viewed at 09:11:44 on 23/11/2016 by 32GPL.

Agreed terms

1. Definitions and interpretation

1.1 Definitions

In this Sublease and in the Background, unless the context requires otherwise:

Aboriginal means a person who is a member of the Aboriginal race of Australia;

Administrative Costs means the reasonable costs of the Association complying with its obligations under the CATSI Act to:

(a) maintain a register of members;

(b) maintain records;

(c) prepare reports;

(d) have any reports audited; and

(e) hold an annual general meeting.

Advisory Housing Forum means the Advisory Housing Forum established in accordance with clause 21.1.

Alice Springs Living Area means an area of land referred to in subclause 69(1) to 69(10) or 69(12) to 69(17) of Part 4, Schedule 1 to the *Northern Territory National Emergency Response Act 2007* (Cth) as enacted and the words **Alice Springs Living Areas** have a corresponding meaning;

Alice Springs Living Area Association means a lessor of an Alice Springs Living Area Sublease (and includes the Association);

Alice Springs Living Area Sublease means a sublease of an Alice Springs Living Area granted to the EDTL in accordance with subsection 20CA(2) of the Land Rights Act (and includes this Sublease) and the words **Alice Springs Living Area Subleases** has a corresponding meaning;

Annexure means an annexure to this Sublease;

Association's Agents means the employees, contractors and agents of the Association acting within the scope of their authority as employees, contractors and agents of the Association;

Building includes:

(a) a structure and part of a building or a structure;

(b) fences, walls, out-buildings, service installations and other appurtenances of a building; or

(c) a boat or a pontoon which is permanently moored or fixed to a building or land;

Building Code means the Building Code of Australia developed by the Australian Building Codes Board;

Viewed at 09:11:44 on 23/11/2016 by 32GPL.

Business Day means a day that is not a Saturday, Sunday, public holiday or bank holiday in Darwin;

CATSI Act means the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth);

Comcover means the Australian Government's general insurance fund known as Comcover;

Commencement Date means the date specified in Item 2 of the Schedule;

Community Land means the land described in Item 4 of the Schedule;

Commonwealth Minister means the Minister for Families, Housing, Community Services and Indigenous Affairs;

Community Service means a service provided to the residents of the Living Area that is funded or approved by the Australian Government, the Northern Territory Government, or the local government for the Living Area or that is otherwise approved by the EDTL;

Construct includes reconstruct or make structural changes and the word **Construction** has a corresponding meaning;

Consult means to:

(a) meet with, as reasonably requested by;

(b) ask views of;

(c) listen to views of; and

(d) have regard to the views of, including taking account of the views, acting reasonably,

the body or person to be or being consulted;

Consultative Forum means the Consultative Forum established under clause 20.1;

Corporations Act means the *Corporations Act 2001* (Cth);

Cure Period means:

(a) in relation to a Default Event that is a failure by the Territory to expend ~~$50,000,000~~ $100,000,000 under SIHIP inclusive of SIHIP Project Costs on the upgrade and Construction of houses and Infrastructure in the Alice Springs Living Areas in accordance with clause 6(a), a reasonable period of time (not being less than 1 year) within which the Territory must cure the Default Event, in accordance with clause 24.1(a)(iii), including any extensions of that period under clause 24.3; or

(b) in relation to any other Default Event (other than a Financial Default), a reasonable period of time within which the Defaulting Party must cure the Default Event, in accordance with clause 24.1(a)(iii), including any extensions of that period under clause 24.3;

Viewed at 09:11:44 on 23/11/2016 by 32GPL.

Cure Plan means a plan by a Party to remedy a Default Event (other than a Financial Default) which is proposed during the Cure Period and details a work plan setting out each task to be undertaken in order to rectify the material breach and the time for each task to be completed;

Default Event means:

(a) a Financial Default;

(b) a persistent and material failure by the EDTL to comply with this Sublease (other than clause 12);

(c) a failure by the Territory to expend ~~$50,000,000~~ $100,000,000 E-S-RS under SIHIP inclusive of SIHIP Project Costs on the upgrade and Construction of houses and Infrastructure in the Alice Springs Living Areas in accordance with clause 6(a);

(d) a failure by the EDTL to terminate or amend a Housing Management Agreement, Living Area Underlease or Living Area Licence in accordance with clause 10.8;

(e) a failure by the Territory to Call for Tender in accordance with clause 11(a); or

(f) an assignment or other transfer of the benefit of this Sublease by the EDTL contrary to clause 29.9;

Default Notice means a notice given under clause 24.1;

Defaulting Party means:

(a) if the Default Event is an event referred to in paragraphs (a), (b), (d) or (f) of the definition of Default Event, the EDTL;

(b) if the Default Event is an event referred to in paragraphs (c) or (e) of the definition of Default Event, the Territory.

Development includes:

(a) the Construction or exterior alteration or exterior decoration of a Building;

(b) the demolition or removal of a Building or Works;

(c) the Construction or carrying out of Works;

(d) the subdivision or consolidation of land, including Buildings or airspace;

(e) the placing or relocation of a Building or Works; and

(f) the Construction or putting up for display of signs or hoardings;

EDTL Annual Statement has the meaning given to that term in clause 20.7;

EDTL's Improvements means all Improvements erected on or attached to the Living Area by:

(a) the EDTL;

Viewed at 09:11:44 on 23/11/2016 by 32GPL.

(b) any Living Area Underlessee; or

(c) any Living Area Licensee;

after the Commencement Date;

EDTL's Services means all Services installed in or on the Living Area by:

(a) the EDTL;

(b) any Living Area Underlessee; or

(c) any Living Area Licensee;

after the Commencement Date;

Environmental Health Standards means the Environmental Health Standards for Remote Communities in the Northern Territory prepared by Territory Health Services;

Existing Improvements means all Improvements erected on or attached to the Living Area as at the Commencement Date;

Existing Services means all Services on or connected to the Living Area as at the Commencement Date;

Final Sublease Year means the period starting on 1 July immediately before the expiry of the Term or earlier determination of this Sublease and ending on the expiry of the Term or earlier determination of this Sublease;

Financial Default means a failure by the EDTL to pay when due any money which the EDTL is obliged to pay to the Association under this Sublease (excluding a failure to pay the Sublease Payment when due);

Government Agency means any government or any public, statutory, governmental, semi-governmental, local governmental or judicial body, entity, department or authority and includes any self-regulatory organisation established under statute;

GST has the meaning given to that term in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

Housing Area means land in the Living Area which is or is proposed to be used to provide community or public housing;

Housing Authority means a body which provides community or public housing and, for the avoidance of doubt, includes the Territory and may include Tangentyere Council and Central Australian Affordable Housing Corporation;

Housing Management Agreement means a Living Area Underlease or other contract or agreement granted by the EDTL to a Housing Authority to manage or provide community or public housing services and related Infrastructure (and all purposes incidental thereto);

Improvements means all Buildings, structures, fixtures, fittings, plant, equipment, partitions, signs or other materials or articles which are erected on or attached to the Living Area;

Viewed at 09:11:44 on 23/11/2016 by 32GPL.

Infrastructure includes roads, kerbs, gutters and Services;

Insolvency Event means, in relation to a party, any one or more of the following events or circumstances:

(a) being in liquidation or provisional liquidation or under administration;

(b) having a controller or analogous person appointed to it or any of its property;

(c) being taken under section 459F(1) of the Corporations Act to have failed to comply with a statutory demand;

(d) being unable to pay its debts or being otherwise insolvent;

(e) becoming an insolvent under administration, as defined in section 9 of the Corporations Act;

(f) entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors; or

(g) any analogous event or circumstance under the Laws of any jurisdiction,

unless such event or circumstance occurs as part of a solvent reconstruction, amalgamation, compromise, arrangement, merger or consolidation approved by the other party;

Land Rights Act means the *Aboriginal Land Rights (Northern Territory) Act 1976* (Cth);

Law means:

(a) principles of law or equity established by decisions of courts;

(b) statutes, regulations, ordinances or by-laws of the Commonwealth, a State, a Territory or any other Government Agency; and

(c) requirements and approvals (including conditions) of the Commonwealth, a State, a Territory or any other Government Agency that have the force of law;

LEADR means Lawyers Engaged in Alternative Dispute Resolution;

Lease means the lease of the Living Area held by the Association;

Living Area means the land described in Item 1 of the Schedule;

Living Area Licence means a licence granted by the EDTL pursuant to clause 10;

Living Area Licensee means any person who has been granted a Living Area Licence from the EDTL;

Living Area Underlease means an underlease granted by the EDTL pursuant to clause 10;

Living Area Underlessee means any person who has been granted a Living Area Underlease from the EDTL;

Viewed at 09:11:44 on 23/11/2016 by 32GPL.

Municipal Services Provider means a person who provides municipal services in the Living Area;

National Indigenous Housing Guide means the National Indigenous Housing Guide developed by the Department of Families, Housing, Community Services and Indigenous Affairs;

Non Lapsing Caveat means a caveat documented by a Form 78 (an example of which is provided at Annexure 2) which is to be lodged and registered;

Outgoings means all existing and future amounts payable under the Lease (excluding rent but including rates, duties and taxes):

(a) which are properly imposed, charged or levied under statute or by a Government Agency on the Association; or

(b) which a Government Agency properly requires the Association to spend,

and which are:

(c) paid or payable by the Association during a Sublease Year;

(d) in relation to the Living Area or Improvements in the Living Area; and

either capital or non-capital in nature;

PBI Status means an entity that is endorsed as a public benevolent institution under s 123C(1) of the *Fringe Benefits Tax Assessment Act 1986* (Cth) or that is recognised as a charity;

Permitted Use has the meaning given to that term in clause 17.1;

Planning Scheme means any planning scheme under any applicable Law setting the framework for planning the use, development and protection of the Living Area or any part of the Living Area;

Postal Service means the delivery of mail to residents of the Living Area;

Postal Service Provider means a person who provides a Postal Service to the Living Area;

Preliminary Sublease Year means the period starting on the Commencement Date and ending on the following 30 June;

Procurement Process means a process, principle or requirement under any applicable Law setting the framework for procuring property or services, including any Commonwealth or Territory procurement guidelines;

Registered Interest means any interest registered on the certificate of title referred to in Item 1 of the Schedule immediately before the Commencement Date;

Requirement means any lawful present or future notices, orders, directions, requirements, statutes, ordinances, proclamations, regulations, schemes, permits, by-laws or other regulatory requirements affecting or relating to the Living Area or the use of the Living Area, irrespective of whether the Requirement is addressed to the EDTL, the Association or any other person;

Viewed at 09:11:44 on 23/11/2016 by 32GPL.

Right of Occupation means a Tenant's Right of Occupation or a Services Provider's Right of Occupation;

Schedule means the schedule to this Sublease;

Services means all utilities and services on or connected to the Living Area including water, gas, electricity, lighting, sanitation, drainage, stormwater, communication and telecommunication systems and includes all wires, cables, pipes, ducts, conduits, tanks, electrical and mechanical plant and all other ancillary or associated parts and accessories;

Services Provider means a person who provides Services in the Living Area;

Services Provider's Right of Occupation has the meaning given to that term in clause 7.3(a);

SIHIP means the Strategic Indigenous Housing and Infrastructure Program or if that program ceases to exist or is reconstituted, renamed or replaced, the program which most closely has the features of the defunct program;

SIHIP Annual Report has the meaning given to that term in clause 6(f);

SIHIP Design Guidelines means the guidelines set out in the document entitled 'SIHIP Design Guidelines and Performance Specifications' as prepared by the Territory;

SIHIP Project Costs means overheads, administration costs, program costs and project management costs;

Special Purposes Leases Act means the *Special Purposes Leases Act* (NT);

Sublease means this sublease including the Schedule and the Annexures;

Sublease Payment has the meaning given to that term in clause 5(a);

Sublease Year means the Preliminary Sublease Year, each 12 month period expiring on 30 June in each year during the Term and the Final Sublease Year;

Subleased Alice Springs Living Areas means all Alice Springs Living Areas over which there is an Alice Spring Living Area Sublease (and includes the Living Area);

Tangentyere Council means Tangentyere Council Incorporated Registration No. 00591C (N.T.);

Tenant's Right of Occupation has the meaning given to that term in clause 7.2(a);

Term has the meaning given to that term in clause 2.2;

Termination Event means:

(a) the occurrence of an Insolvency Event; or

(b) the failure to cure a Default Event within the Cure Period;

Third Party means a party other than a Party to this Sublease;

Viewed at 09:11:44 on 23/11/2016 by 32GPL.

Vacant Land means any land in the Living Area which is not:

(a) subject to a Registered Interest;

(b) subject to a Right of Occupation; or

(c) subject to a Housing Management Agreement, Living Area Underlease or Living Area Licence;

Works includes any change to the natural or existing condition or topography of the land including the removal, destruction or lopping of trees and the removal of vegetation or topsoil.

1.2 Interpretation

In this Sublease, unless the context requires otherwise:

(a) the singular (including the singular of defined terms) includes the plural and vice versa;

(b) reference to a right includes a remedy, authority or power;

(c) the headings are used for convenience only and do not affect the interpretation of this Sublease;

(d) as far as possible all provisions must be construed so as not to be invalid, illegal or unenforceable;

(e) wherever "include" or any form of that word is used, it must be construed as if it were followed by "(without being limited to)";

(f) reference to a thing is a reference to all or part of that thing;

(g) unless the context requires or is otherwise stated in this Sublease, a Party's obligations must be performed at that Party's own cost;

(h) a gender includes the other genders;

(i) other grammatical forms of defined words or expressions have corresponding meanings;

(j) a reference to a document includes the document as modified from time to time and any document replacing it;

(k) if something is to be or may be done on a day that is not a Business Day then it must be done on the next Business Day;

(l) the word "person" includes a natural person and any body or entity whether incorporated or not;

(m) the word "month" means calendar month and the word "year" means 12 months;

(n) the words "in writing" include any communication sent by letter, facsimile transmission or email or any other form of communication capable of being read by the recipient;

Viewed at 09:11:44 on 23/11/2016 by 32GPL.

(o) a reference to all or any part of a statute, rule, regulation or ordinance (**statute**) includes that statute as amended, consolidated, re-enacted or replaced from time to time;

(p) a reference to a party includes a reference to the party's respective successors and permitted assigns;

(q) money amounts are stated in Australian currency unless otherwise specified;

(r) a reference to any agency or body, if that agency or body ceases to exist or is reconstituted, renamed or replaced or has its powers or functions removed (**defunct body**), means the agency or body which performs most closely the functions of the defunct body;

(s) reference in this Sublease to a Living Area Underlessee or the holder of a Living Area Underlease is, where the Living Area Underlessee has granted a further estate or interest in the relevant area of the Living Area, to be taken to include a reference to such an underlessee or any person claiming an estate or interest in land through such Living Area Underlessee, or a licensee of the Living Area Underlessee, or any person claiming a licence through such Living Area Underlessee;

(t) reference in this Sublease to a Living Area Licensee or the holder of a Living Area Licence is, where the Living Area Licensee has granted a further licence in the relevant area of the Living Area, to be taken to include a reference to any such sublicensee or any person claiming a licence in land through such a Living Area Licensee; and

(u) this Sublease operates as a deed.

1.3 Transfer of functions

(a) The EDTL acknowledges that the Association may be reconstituted, renamed or replaced and that some or all of the powers, functions or responsibilities of the Association may be transferred to or vested in another entity.

(b) If the Association is reconstituted, renamed or replaced or if some or all of its powers, functions or responsibilities are transferred to or vested in another entity, references in this Sublease to the Association must be deemed to refer, as applicable, to that reconstituted, renamed or new entity to the extent that the entity has assumed or has had transferred to or vested in it those powers, functions or responsibilities.

1.4 Good faith

The Parties must act reasonably and in good faith in performing their respective obligations under this Sublease.

1.5 Survival

In addition to this clause 1, the following clauses survive the expiration or earlier determination of this Sublease: clauses 18, 19, 24, 25, 26, 28 and 29.

Viewed at 09:11:44 on 23/11/2016 by 32GPL.

2. Sublease and reservations

2.1 Condition precedent

(a) This Sublease is conditional upon one of the following conditions being satisfied by 30 September 2009, or such later date as the Parties agree:

(i) at least ten (10) of the Alice Spring Living Areas (including the Living Area) are the subject of a written agreement in the form of a sublease between the registered proprietor of the Alice Springs Living Area and the EDTL, the Commonwealth or the Territory to grant a leasehold interest of the whole of the Alice Springs Living Area to the EDTL, the Commonwealth or the Territory (as the case may be) for a minimum term of 40 years; or

(ii) the Commonwealth Minister has determined in writing that there are appropriate tenure arrangements in place in the Alice Springs Living Areas (or some of them) to facilitate SIHIP investment.

(b) This Sublease commences on the date on which clause 2.1(a) is satisfied.

(c) If clause 2.1(a) is satisfied, the EDTL must give the Association a notice stating that clause 2.1(a) is satisfied and the date on which clause 2.1(a) was satisfied.

(d) This Sublease may be secured by a Non Lapsing Caveat until this Sublease is registered or the time for satisfaction of the condition precedent referred to in clause 2.1(a) (**Condition Precedent**) has expired, whichever occurs first. The Association consents to the lodgement and registration of a Non Lapsing Caveat. If requested by the EDTL, the Association will provide its consent in a Form 93 (an example of which is provided at Annexure 3). If the EDTL lodges a Non Lapsing Caveat and the Condition Precedent is not satisfied within the time required by clause 2.1(a) then the EDTL must, immediately after the time for satisfaction of the Condition Precedent has expired, cause the Non Lapsing Caveat to be removed.

2.2 Grant of Sublease

(a) The Association grants to the EDTL a sublease of the Living Area, subject to and concurrent with any Registered Interests and any Rights of Occupation, commencing on the Commencement Date, for a term of 40 years (**Term**).

(b) The EDTL accepts the grant of a sublease of the Living Area upon these terms and otherwise subject to the provisions of this Sublease.

(c) For the avoidance of doubt, the sublease of the Living Area includes a sublease of all Existing Improvements and Existing Services.

2.3 Reservations

The EDTL acknowledges that the Lease contains reservations to the Territory and that this Sublease is subject to those reservations.

Viewed at 09:11:44 on 23/11/2016 by 32GPL.

3. Mutual agreements and declarations

The Association and the EDTL mutually agree and declare that:

(a) the Association may enter into a sublease pursuant to section 6 of the Special Purposes Leases Act and exercise all the powers of a sublessor under this Sublease; and

(b) the EDTL may enter into a sublease pursuant to section 20C of the Land Rights Act and exercise all the powers of a sublessee under this Sublease including granting Living Area Underleases and Living Area Licences.

4. Implied covenants

The covenants, powers and provisions implied in leases under any relevant legislation are hereby expressly excluded except to the extent that they are expressly embodied in this Sublease or to the extent only that it would be unlawful to exclude any such covenant, power or provision.

5. Sublease Payment

(a) The EDTL must pay the Association $1 if demanded by the Association (**Sublease Payment**).

(b) The EDTL must pay the Sublease Payment within 30 Business Days of receiving notice of a demand by the Association.

6. SIHIP Investment

(a) The Territory must expend ~~$50,000,000~~ $100,000,000 E.S.R.S under SIHIP inclusive of SIHIP Project Costs on the upgrade and Construction of houses and Infrastructure in the Alice Springs Living Areas within 5 years of the commencement of the first Alice Springs Living Area Sublease. The Parties acknowledge and agree that ~~$50,000,000~~ $100,000,000 inclusive of SIHIP Project Costs represents the entire amount that the Territory must expend pursuant to the Alice Springs Living Area Subleases (including this Sublease), regardless of how many Alice Springs Living Area Subleases are entered into. E.S.R.S

(b) The expenditure in clause 6(a) is conditional upon the Territory having access arrangements to the Alice Springs Living Areas (whether by way of leases, licences or other arrangements) that are suitable to it, to permit it to carry out the upgrade and Construction of houses and Infrastructure.

(c) Nothing in clause 6(a) requires the Territory to make any expenditure under SIHIP on the upgrade and Construction of houses and Infrastructure in the Living Area.

(d) The Territory must ensure that the SIHIP consultation processes occur in respect of the Alice Springs Living Areas in relation to the expenditure pursuant to clause 6(a).

(e) All upgrades and Construction of houses under SIHIP will be in accordance with the SIHIP Design Guidelines.

Viewed at 09:11:44 on 23/11/2016 by 32GPL.

(f) The Territory must provide a report (**SIHIP Annual Report**) within 6 months of the end of each Sublease Year in which the Territory has expended money under SIHIP on the upgrade and Construction of houses and Infrastructure in the Alice Springs Living Areas in accordance with clause 6(a). The SIHIP Annual Report must include details of expenditure under SIHIP on the upgrade and Construction of houses and Infrastructure in the Alice Springs Living Areas during the previous Sublease Year.

7. Transition from existing arrangements

7.1 Registered Interests

The Parties acknowledge that this Sublease is subject to any Registered Interests.

7.2 Tenants of Housing Authorities

(a) The Parties acknowledge that some natural persons (**Tenants**) were in occupation of land in the Living Area immediately before the Commencement Date under an arrangement or understanding with a Housing Authority. The Parties agree that such persons have the right to continue to occupy and use that land, and the Improvements on it, on the same terms and conditions as at the Commencement Date but subject to the terms of this Sublease (**Tenant's Right of Occupation**).

(b) Subject to the terms of any Housing Management Agreement from time to time, the Parties acknowledge that any money in the nature of rent or licence fees payable to the Housing Authority under or in connection with the Tenant's Right of Occupation is payable to the EDTL from the Commencement Date.

(c) Subject to the terms and conditions of a Tenant's Right of Occupation, the EDTL, or if there is a Housing Management Agreement the Housing Authority, may terminate a Tenant's Right of Occupation provided that the EDTL or Housing Authority (as the case may be) has used their best endeavours to facilitate the grant of a tenancy agreement to the person holding the Tenant's Right of Occupation.

7.3 Services Providers

(a) The Parties acknowledge that some Services Providers were in occupation of land in the Living Area immediately before the Commencement Date. The Parties agree that such Services Providers have the right to continue to occupy and use that land, and the Improvements on it, on the same terms as at the Commencement Date, but subject to the terms of this Sublease (**Services Provider's Right of Occupation**).

(b) The Parties acknowledge that any money in the nature of rent or licence fees payable to the Association under or in connection with the Services Provider's Right of Occupation is payable to the EDTL from the Commencement Date.

(c) The EDTL may give a Services Provider notice that it wishes to formalise their Services Provider's Right of Occupation by the grant of a Living Area Underlease or Living Area Licence.

Viewed at 09:11:44 on 23/11/2016 by 32GPL.

(d) Following the issue of a notice pursuant to clause 7.3(c), the EDTL must use its best endeavours to accommodate the grant of such a Living Area Underlease or Living Area Licence within 6 months.

(e) Unless a Living Area Underlease or Living Area Licence is granted by the EDTL to the Services Provider, or some other agreement is reached with the Services Provider, and provided the EDTL has complied with clauses 7.3(a) to 7.3(d) to the extent reasonably possible, the EDTL may serve the Services Provider with a notice (**Services Provider Termination Notice**) that the Services Provider's Right of Occupation under clause 7.3(a) will terminate on a date to be specified in the Services Provider Termination Notice being not less than 2 months after service of the notice (**Services Provider Termination Date**). The Services Provider Termination Date may be extended by the EDTL by notice. Unless otherwise mutually agreed, the Services Provider's Right of Occupation will terminate at 5:00 pm (Alice Springs time) on the Services Provider Termination Date.

(f) The Parties agree that they will use their best endeavours to negotiate (for a reasonable period of time) an agreement with Services Providers relating to Services, including giving any rights of access and other interests required to facilitate the provision of the Services, as each party considers appropriate. An agreement with a Services Provider may modify, replace or override the terms of a Services Provider's Right of Occupation.

8. Access

8.1 General

(a) The Association and the EDTL undertake that they will do all things reasonably necessary to enable the EDTL to enjoy and exercise its rights, title and interests under this Sublease.

(b) Subject to the terms of this Sublease and any Living Area Underlease or Living Area Licence, the Association and the EDTL undertake that they will do all things reasonably necessary to enable Living Area Underlessees, Living Area Licensees and persons holding Rights of Occupation to enjoy and exercise their rights, title and other interests under their Living Area Underleases, Living Area Licences and Rights of Occupation.

(c) The Association and the EDTL undertake that they will do all things reasonably necessary to enable persons to enter the Living Area to conduct their legitimate business in or on the Living Area, but so that any such access shall not interfere with the enjoyment and exercise of the rights, title and other interests of Living Area Underlessees, Living Area Licensees and persons holding Rights of Occupation.

(d) Without limiting clause 8.1(c), the Association and the EDTL undertake that they will do all things reasonably necessary to enable:

(i) a person to enter the Living Area (at reasonable times) to provide a Community Service in or on the Living Area;

(ii) Tangentyere Council to enter the Living Area (at reasonable times) to complete the initial upgrade works in or on the Living

Viewed at 09:11:44 on 23/11/2016 by 32GPL.

Area in accordance with the funding agreement between Tangentyere Council and Territory Housing dated 5 September 2008;

(iii) a Municipal Services Provider to enter the Living Area (at reasonable times) to provide municipal services in or on the Living Area; and

(iv) a Postal Service Provider to enter the Living Area (at reasonable times) to provide a Postal Service in or on the Living Area,

but so that any such access shall not interfere with the enjoyment and exercise of the rights, title and other interests of Living Area Underlessees, Living Area Licensees and persons holding Rights of Occupation.

8.2 Association's right of access

(a) The Association may so often as it reasonably requires (at reasonable times and on reasonable notice) enter the Living Area to make reasonable investigations as the Association may deem necessary for the purpose of ascertaining whether or not there has been any breach of any of the terms, covenants or conditions expressed or implied in this Sublease.

(b) Nothing in this clause 8.2 permits the Association to enter an individual housing lot unless such entry is in accordance with:

(i) a Law;

(ii) the terms or conditions of the relevant lease, licence, Right of Occupation, statutory occupation right or other occupancy right granted to the tenant for the purpose of residential housing, or

(iii) with the consent of the person who holds the relevant lease, licence, Right of Occupation, statutory occupation right or other occupancy right granted to the tenant for the purpose of residential housing.

9. Improvements

9.1 Existing Improvements

(a) Existing Improvements subject to a Registered Interest will remain subject to the terms of that Registered Interest, for the period of the Registered Interest.

(b) Existing Improvements subject to a Right of Occupation are included in that Right of Occupation, for the period of that Right of Occupation.

(c) Subject to clauses 9.1(a) and 9.1(b), and any other relevant Law, all Existing Improvements are the property of the Association during the Lease, and are the subject of this Sublease.

Viewed at 09:11:44 on 23/11/2016 by 32GPL.

9.2 Maintenance of Existing Improvements

(a) Subject to clause 9.2(b), the EDTL will be under no obligation under this Sublease to maintain, repair or replace any Existing Improvements, or to compensate the Association or any other person for damage to or destruction of Existing Improvements.

(b) If the Lease requires the Association to maintain, repair or replace any Existing Improvements, the EDTL must maintain, repair or replace those Existing Improvements.

(c) The EDTL may alter, remove or demolish the Existing Improvements.

9.3 Works in respect of Existing Improvements

(a) The Association reserves the right to carry out any Works in respect of the Existing Improvements that may be required to comply with any applicable Law, Planning Scheme or Requirement which are not the responsibility of the EDTL or which are the responsibility of the EDTL but with which the EDTL fails to comply.

(b) The Association may exercise its rights under clause 9.3(a):

(i) on giving prior reasonable written notice (except in the case of an emergency when no notice will be required);

(ii) at reasonable times; and

(iii) if reasonably required by the EDTL, accompanied by a person appointed by the EDTL.

(c) The EDTL must pay to the Association on demand charges for all Works carried out by the Association under clause 9.3(a) in circumstances where the EDTL is obliged to carry out the Works under this Sublease but has failed to do so.

(d) This clause 9.3 does not apply to the extent that Works are, or are proposed to be, carried out in respect of Existing Improvements on land that is the subject of a Living Area Underlease to the Association.

9.4 EDTL's Improvements

(a) Subject to the Law, the Planning Scheme and the terms of this Sublease, the EDTL may erect, install, alter, remove, refurbish and demolish EDTL's Improvements and EDTL's Services in, on or under the Living Area provided that any upgrades or Construction of houses are in accordance with the Building Code and have regard to the Environmental Health Standards and the National Indigenous Housing Guide.

(b) During the Term, all EDTL's Improvements and EDTL's Services will remain the property of the EDTL who is responsible for their maintenance, repair and replacement.

9.5 Ownership of Improvements at the end of the Sublease

(a) At the expiry or sooner determination of this Sublease, all Improvements and Services (including EDTL's Improvements and EDTL's Services) will as between the Association and the EDTL, subject to any continuing

Viewed at 09:11:44 on 23/11/2016 by 32GPL.

Registered Interest referred to in clause 9.1(a), any continuing Right of Occupation referred to in clause 9.1(b) and any other relevant continuing right, title or other interest, be the property of the Association in consideration of the sum of $1, if demanded by the EDTL.

(b) Subject to any agreements in writing between the Association and the EDTL, the Association will not be required to further compensate the EDTL for the transfer of the Improvements.

(c) The EDTL undertakes to do all things necessary, including procuring the agreement and cooperation of any Living Area Underlessee or Living Area Licensee, to enable the Association to enjoy and exercise its rights and interests under this clause 9.5.

10. Housing Management Agreements, Living Area Underleases and Living Area Licences

10.1 Housing Management Agreements

(a) The EDTL must use its best endeavours to ensure that there is a Housing Management Agreement to enable a Housing Authority to provide housing services to Aboriginals in the Living Area.

(b) Subject to the provisions of this clause 10, the EDTL may enter into a Housing Management Agreement if the Housing Management Agreement is with:

(i) the Territory or Territory Housing; or

(ii) a Housing Authority other than the Territory or Territory Housing and has been approved by the Territory and it will commence after the third anniversary of this Sublease.

(c) The EDTL must:

(i) include a clause in each Housing Management Agreement which requires the Housing Authority to Consult with the Association in relation to housing and tenancy management policies and procedures (at intervals of not less than every 6 months), as they relate to the Living Area; and

(ii) procure that the relevant Housing Authority complies with its obligations under the Housing Management Agreement including the clause described in clause 10.1(c)(i) above.

10.2 Notification before entering into Housing Management Agreement

(a) The EDTL must notify the public of a proposal to enter into a Housing Management Agreement during the 10th, 20th and 30th years of this Sublease.

(b) Notification under clause 10.2(a) requires the EDTL to place such notice in the local newspaper, a national newspaper and other media as the EDTL considers appropriate in the circumstances to bring the proposed Housing Management Agreement to the attention of Housing Authorities who may wish to enter into a Housing Management Agreement with the EDTL.

Viewed at 09:11:44 on 23/11/2016 by 32GPL.

(c) A Housing Authority with a bona fide interest in entering into a Housing Management Agreement (**Interested Housing Authority**) with the EDTL has 20 Business Days from the date of the notice or such longer time as is specified in the notice to notify the EDTL of that interest.

(d) The EDTL may, in accordance with clause 10.1(b), enter into a Housing Management Agreement with an Interested Housing Authority that has notified the EDTL under clause 10.2(c).

10.3 Grant of Living Area Underlease

(a) Subject to the provisions in this clause 10, the Association acknowledges that the EDTL may grant Living Area Underleases provided that the EDTL ensures that:

(i) if the Living Area Underlease will commence before the third anniversary of this Sublease, it is granted to:

(A) the Territory or Territory Housing;

(B) a Services Provider; or

(C) the Association or the Association's nominee;

(ii) the term of any Living Area Underlease (including any options) does not exceed the balance of the Term then remaining less 1 day;

(iii) subject to clause 26.3, the Living Area Underlease expires automatically upon expiration or early determination of this Sublease;

(iv) the Living Area Underlease is granted in accordance with the requirements of this Sublease; and

(v) each Living Area Underlessee observes and complies with its obligations under its Living Area Underlease.

10.4 Grant of Living Area Underlease of Community Land

The EDTL may grant a Living Area Underlease of the Community Land to the Association.

10.5 Grant of Living Area Underlease of Vacant Land

(a) The Association or the Association's nominee (**Applicant**) may request the EDTL to grant it a Living Area Underlease of Vacant Land in the Living Area.

(b) A request under clause 10.5(a) must include details of:

(i) the proposed use of the Vacant Land;

(ii) the business case for the proposed use of the Vacant Land; and

(iii) how the Applicant will finance the proposed use of the Vacant Land.

Viewed at 09:11:44 on 23/11/2016 by 32GPL.

(c) The EDTL must give reasonable consideration to a request made under clause 10.5(a).

(d) If having considered a request made under clause 10.5(a) the EDTL is satisfied that:

(i) there is a good business case for the proposed use of the Vacant Land;

(ii) the Applicant has sufficient finances for the proposed use of the Vacant Land;

(iii) the Vacant Land is not required for any other purpose; and

(iv) the grant of a Living Area Underlease of the Vacant Land to the Applicant would be appropriate having regard to the objectives set out in paragraph I of the Background,

the EDTL must negotiate in good faith (for a reasonable period of time) for the grant of a Living Area Underlease of the Vacant Land to the Applicant on reasonable terms.

(e) The EDTL must not grant a Living Area Underlease to the Applicant over a Housing Area without the consent of the Territory.

(f) Nothing in this clause 10.5 prevents the EDTL from considering a request for a Living Area Underlease from a person other than the Association or the Association's nominee.

10.6 Grant of Living Area Licence

(a) Subject to the provisions in this clause 10, the Association acknowledges that the EDTL may grant Living Area Licences provided that the EDTL ensures that:

(i) if the Living Area Licence will commence before the third anniversary of this Sublease, it is granted to:

(A) the Territory or Territory Housing;

(B) a Services Provider;

(C) the Association or the Association's nominee;

(ii) the term of any Living Area Licence (including options) does not exceed the balance of the Term then remaining less 1 day;

(iii) subject to clause 26.3, the Living Area Licence expires automatically upon expiration or early determination of this Sublease;

(iv) the Living Area Licence is granted in accordance with the requirements of this Sublease; and

(v) each Living Area Licensee observes and complies with its obligations under its Living Area Licence.

Viewed at 09:11:44 on 23/11/2016 by 32GPL.

10.7 No release of liability

The EDTL acknowledges that the granting of a Living Area Underlease or Living Area Licence pursuant to this clause 10 will not release the EDTL from any of its obligations or liabilities under this Sublease.

10.8 Amendments and termination

The Association may, by written direction to the EDTL, demand that the EDTL amend or terminate any Housing Management Agreement, Living Area Underlease or Living Area Licence not granted in accordance with this Sublease. The EDTL must terminate or amend (as the case may be) any Housing Management Agreement, Living Area Underlease or Living Area Licence not granted in accordance with this Sublease if directed to do so by the Association.

11. Housing Management Tender

(a) The Territory must call for tender for the provision of housing management services in the Subleased Alice Springs Living Areas within 2 years and 6 months of the commencement of the first Alice Springs Living Area Sublease (**Call for Tender**).

(b) The Territory must, in consultation with the Department of Families, Housing, Community Services and Indigenous Affairs of the Commonwealth of Australia, assess any tender received by a person (**Tenderer**) in response to the Call For Tender on the basis of:

(i) the Tenderer's corporate governance;

(ii) the Tenderer's capacity and demonstrated ability to:

(A) provide public housing services;

(B) maintain and repair existing houses;

(C) facilitate the Construction of new houses;

(D) ensure that compliance with the terms and conditions on which public housing services are provided to persons is maximised;

(iii) the Procurement Process; and

(iv) such other matters as the Territory determines are relevant to the provision of public housing.

(c) Subject to clause 11(d), the Territory may enter into a contract for the provision of housing management services in the whole or part of the Subleased Alice Springs Living Areas (**Contract**) with the most appropriate Tenderer having regard to its assessment under clause 11(b). The Contract will provide for the Tenderer to provide housing management services as an independent contractor and if the Tender has PBI Status the Contract must not oblige the Tenderer to pay rates or taxes.

Viewed at 09:11:44 on 23/11/2016 by 32GPL.

(d) If after making an assessment under clause 11(c) the Territory considers that it is not appropriate to enter into a Contract with any Tenderer, the Territory may decide:

(i) not to enter into a Contract with any Tenderer; and

(ii) to conduct a further tender; or

(iii) to provide housing management services in the Subleased Alice Springs Living Areas through Territory Housing or directly itself.

(e) The Territory does not have to comply with this clause 11 to the extent that it is inconsistent with a Procurement Process.

(f) If the Territory has entered into a Contract with a Tenderer pursuant to clause 11(c), the EDTL must negotiate in good faith with the Tenderer (for a reasonable period of time) for the grant of a Housing Management Agreement on reasonable terms in accordance with clause 10.1(b) over the whole or part of the Living Area as the case may be.

(g) The Territory shall not be taken to have complied with this clause 11 unless the Commonwealth Minister has determined, in writing, that the Call For Tender conducted by the Territory was open and competitive.

12. Future housing and Infrastructure needs

(a) The Department of Families, Housing, Community Services and Indigenous Affairs of the Commonwealth of Australia will have regard to the continuing housing and Infrastructure needs in the Alice Springs Living Areas in developing and applying new Australian Government policy in relation to Indigenous housing and Infrastructure, subject to the availability of funding and the housing, Infrastructure and other need elsewhere in Australia.

(b) To inform the Department of Families, Housing, Community Services and Indigenous Affairs of the Commonwealth of Australia's regard to the continuing housing and Infrastructure needs in the Alice Springs Living Areas, the Territory will commission an independent review of housing and Infrastructure needs on a 3 yearly basis. Such a review will include:

(i) details of capital works carried out during the reporting period including detail of the works undertaken and the associated expenditure; and

(ii) identification of outstanding housing and associated Infrastructure needs including the priority of the needs and an estimate of cost based on the market rate at the time of the review.

The 3 yearly report will be made available by the Territory to the Association on request within a reasonable time, subject to any privacy or confidentiality obligations on the Territory.

13. Home ownership

(a) The Parties agree to develop guidelines (**Home Ownership Guidelines**) to enable Aboriginal people to acquire long-term secure tenure in respect

Viewed at 09:11:44 on 23/11/2016 by 32GPL.

of individual houses and the related land area to the extent such arrangements are permitted by the Lease and any applicable Law.

(b) The Parties intend that the Home Ownership Guidelines will provide for the apportionment of any purchase price between the Parties.

14. Rates, Taxes and Charges

14.1 Outgoings

(a) The EDTL must pay on time any Outgoing (or in the Preliminary Sublease Year or Final Sublease Year, the appropriate part of any Outgoing) whether issued against the Association or the EDTL.

(b) Where any Outgoing is issued against the Association, the Association must give the EDTL a copy of the invoice in respect of that Outgoing within 7 Business Days of receiving the invoice.

(c) The EDTL must pay the amounts under this clause 14.1 direct to any Government Agency or other person imposing the charge on time.

(d) The EDTL must give the Association receipts for any Outgoings paid by the EDTL upon request by the Association.

(e) Nothing in this clause 14.1 prevents the EDTL from recovering Outgoings from any Living Area Underlessee or Living Area Licensee, including, if applicable, the Association.

14.2 Charges for Services

(a) The Association is not liable for:

(i) the cost of any Services supplied, metered, consumed or connected to the Living Area except where the Services are for the benefit of the Association; or

(ii) the cost of installing separate meters for any Services capable of being separately metered.

(b) The EDTL must pay on time any amounts charged or levied directly upon the Association relating to the use or supply of Services (except where the Services are for the benefit of the Association) direct to any Government Agency or other person imposing the charge.

(c) Nothing in this clause 14.2 prevents the EDTL from recovering amounts relating to the use or supply of services from any Living Area Underlessee or Living Area Licensee, including, if applicable, the Association.

14.3 Stamp duty

For the avoidance of doubt, the EDTL must pay any stamp duty assessed on this Sublease.

14.4 Association's Administrative costs

The Administrative Costs incurred by the Association will be born by the EDTL.

Viewed at 09:11:44 on 23/11/2016 by 32GPL.

15. Insurance

(a) Subject to clause 15(b), the EDTL will self insure with Comcover during the Term in respect of the following:

(i) the Improvements; and

(ii) public risk in relation to the Living Area.

(b) Nothing in this clause 15 requires the EDTL to self insure with Comcover in respect of any Improvements if the Improvements are the subject of a Housing Management Agreement, Living Area Underlease or Living Area Licence which requires the Housing Authority, Living Area Lessee or Living Area Licensee, as the case may be, to effect and maintain insurance in relation to the Improvements.

16. GST

(a) Subject to this clause 16, all taxes, duties and government charges imposed in Australia or overseas in connection with this Sublease must be borne by the EDTL.

(b) Unless otherwise indicated, all consideration for any supply made under this Sublease is exclusive of any GST imposed on the supply.

(c) Subject to this clause, if one party (**supplier**) makes a taxable supply under this Sublease to another party (**recipient**), any party providing consideration for the supply must pay on demand without setoff an additional amount to the supplier equal to the GST imposed on the supply by reference to the consideration provided by that party.

(d) No party may claim or retain from another party any amount in relation to a supply made under this Sublease for which the first party can obtain an input tax credit or decreasing adjustment.

17. Use of Living Area

17.1 Permitted Use

The EDTL must only use, and permit the use of, the Living Area for any use consistent with the purpose of the Lease and including the development of the Living Area for the benefit of current and future residents (**Permitted Use**). At the Commencement Date the purpose of the Lease is Aboriginal Communal Living.

17.2 Compliance with Laws and Planning Scheme

The EDTL must comply with all Laws and any Planning Scheme which affect or relate to the Living Area and the use or occupation of the Living Area and its Improvements regardless of whether the Law or Planning Scheme requires either or both of the EDTL and the Association or any Third Party to take action, except to the extent that such compliance requires the EDTL to undertake structural alterations or additions to the Existing Improvements, unless such structural alterations or additions are occasioned or required by reason of:

(a) the nature of the particular business conducted by the EDTL in the Living Area; or

Viewed at 09:11:44 on 23/11/2016 by 32GPL.

(b) any negligence or default of the EDTL.

17.3 Compliance with Lease

(a) If the Lease restricts or places conditions on any Development, the EDTL must comply with those restrictions and conditions as if they were restrictions or conditions under this Sublease.

(b) If the Lease places any obligations on the Association, the EDTL must comply with those obligations as if they were obligations under this Sublease.

(c) Clause 17.3(b) does not apply to any obligations in the Lease that require the Association to pay rent or other monies except as otherwise expressly provided in this Sublease.

17.4 Compliance with notices

The EDTL must comply with all notices, orders and directions issued or given by a Government Agency which affect or relate to the Living Area or the use or occupation of the Living Area regardless of whether the notice, order or direction is addressed to or requires compliance by either or both of the EDTL and the Association or any Third Party except:

(a) to the extent that the Association is required to comply with any Law; or

(b) to the extent that compliance with the obligation in this clause 17.4 requires the EDTL to undertake structural alterations or additions to the Existing Improvements, unless such structural alterations or additions are occasioned or required by reason of:

(i) the nature of the particular business conducted by the EDTL in or on the Living Area; or

(ii) any negligence or default of the EDTL.

17.5 Notices

A Party which receives a notice, order or direction from a Government Agency which affects or relates to the Living Area or the use or occupation of the Living Area must promptly give a copy of that notice, order or direction to the other Parties.

17.6 Roads

The Parties acknowledge that the general Laws of the Northern Territory, or a local government body of the Northern Territory, in relation to the use of public roads should apply to all roads in the Living Area generally used by the occupants of the Living Area, and will make no objection or claim to compensation if those Laws do apply.

18. EDTL's indemnity

18.1 Risk

The EDTL:

Viewed at 09:11:44 on 23/11/2016 by 32GPL.

(a) uses and occupies the Living Area;

(b) uses the Existing Improvements; and

(c) uses all Services,

at the EDTL's own risk.

18.2 The EDTL indemnifies the Association

(a) Subject to the terms of this Sublease, the EDTL must indemnify and keep indemnified the Association against all actions, claims, losses, demands, damages, liabilities, suits, costs and expenses for which it is liable (including legal costs on a full indemnity basis) resulting from:

(i) any damage or loss of property; and

(ii) the death of or injury to any person,

which is or may be suffered or sustained in the Living Area, whether occupied by the EDTL or not, in circumstances which relate in any way to the use and occupation of the Living Area.

(b) This indemnity will not apply to the extent that the action, claim, loss, demand, damage, liability, suit, cost or expense is caused by a deliberate or negligent act or omission of the Association.

(c) This indemnity will not apply to the extent that any claim, liability, action, suit, demand, cost or expense results from any:

(i) loss of or damage to any property in land within the Living Area;

(ii) death or injury of any person occurring on any part of land within the Living Area;

(iii) failure of any of the Services in, on or under land within the Living Area,

if that land is the subject of a Living Area Underlease to the Association.

18.3 The EDTL releases the Association

(a) The EDTL releases the Association and the Association's Agents to the full extent permitted by Law from all claims, liabilities, actions, suits, demands, costs and expenses of every kind resulting from any:

(i) loss of or damage to any property in the Living Area;

(ii) death or injury of any person occurring on any part of the Living Area;

(iii) act or omission of the Association or the Association's Agents in the Living Area; and

(iv) failure of any of the Services.

(b) The EDTL releases and forever discharges the Association from any and all liability arising from any disruption to the EDTL's use of the Living

Viewed at 09:11:44 on 23/11/2016 by 32GPL.

Area arising from Works undertaken pursuant to clause 9.3 including but not limited to any claim for the Association's breach of the covenant of quiet enjoyment.

(c) This release will not apply to the extent that any claim, liability, action, suit, demand, cost or expense is caused by a deliberate or negligent act or omission of the Association or the Association's Agents.

(d) This release will not apply to the extent that any claim, liability, action, suit, demand, cost or expense results from any:

(i) loss of or damage to any property in land within the Living Area;

(ii) death or injury of any person occurring on any part of land within the Living Area;

(iii) failure of any of the Services in, on or under land within the Living Area,

if that land is the subject of a Living Area Underlease to the Association.

19. Reinstatement

19.1 No obligation to reinstate

Subject to clause 9.2(b), neither the Association or the EDTL has any obligation to reinstate the Living Area if at any time during the Term any part of the Living Area is wholly or partly damaged or destroyed or becomes unfit for, or incapable of use or occupation.

19.2 No right to damages

The EDTL will not have any right, action or claim for loss, damage or compensation against the Association as a result of damage to or destruction of any part of the Living Area except to the extent that the damage or destruction is caused or contributed to by a wilful or negligent act or omission of the Association or the Association's Agents.

20. Consultative Forum

20.1 Establishment of the Consultative Forum

(a) The Parties agree that there will be a Consultative Forum for the Alice Springs Living Area Subleases.

(b) Immediately after the execution of the first Alice Springs Living Area Sublease, the EDTL must establish a Consultative Forum.

(c) The Consultative Forum will comprise a maximum of 6 members, being 1 nominee of the EDTL and 5 nominees of the Alice Springs Living Area Associations.

20.2 Purpose of the Consultative Forum

The purpose of the Consultative Forum is to:

Viewed at 09:11:44 on 23/11/2016 by 32GPL.

(a) facilitate communications and to discuss land use and other issues arising in relation to the performance of Alice Springs Living Area Subleases having regard to the interests of Alice Springs Living Area Associations and other legitimate community interests; and

(b) perform other functions as agreed by the Parties from time to time.

20.3 Association nominees to consult with Living Area residents

The members of the Consultative Forum who are nominees of the Alice Springs Living Area Associations will consult with residents of the Subleased Alice Springs Living Areas in relation to the business of the Consultative Forum.

20.4 Power to bind the Parties

(a) The Consultative Forum does not have the power to bind the Parties to this Sublease.

(b) A member of the Consultative Forum does not have the power to bind the Party who appointed him or her.

20.5 EDTL to consult with the Consultative Forum

(a) The EDTL must Consult with the Consultative Forum in relation to:

(i) the future development of the Subleased Alice Springs Living Areas including the housing and Infrastructure needs of the Subleased Alice Springs Living Areas;

(ii) Housing Management Agreements or Living Area Underleases which the EDTL proposes to grant, other than a Housing Management Agreement to the Territory or Territory Housing that will commence within the first 3 years of this Sublease; and

(iii) material contracts which the EDTL proposes to enter into relating to the Subleased Alice Springs Living Areas.

(b) The EDTL may consult with the Consultative Forum in relation to any other matter related to the administration of this Sublease.

(c) The EDTL must have due regard to any recommendation of the Consultative Forum.

20.6 Conduct of the Consultative Forum

(a) The EDTL must convene:

(i) the first meeting of the Consultative Forum within 6 months of the commencement of the first Alice Springs Living Area Sublease; and

(ii) meetings of the Consultative Forum no less frequently than every 6 months during the Term of this Sublease.

(b) Subject to clause 20.6(a), meetings of the Consultative Forum are to be convened and conducted in accordance with the Consultative Forum Rules prepared in reasonable form by the EDTL and amended from time to time by the Consultative Forum (**Consultative Forum Rules**).

Viewed at 09:11:44 on 23/11/2016 by 32GPL.

(c) The reasonable costs of the Consultative Forum will be borne by the EDTL.

20.7 Annual Statement to Consultative Forum

The EDTL will provide a statement (**EDTL Annual Statement**) to the Consultative Forum within 6 months of the end of each Sublease Year providing details of the EDTL's revenue and expenses in relation to the Subleased Alice Springs Living Areas during the previous Sublease Year.

21. Advisory Housing Forum

21.1 Membership of the Advisory Housing Forum

(a) The Parties agree that there will be an Advisory Housing Forum for the Alice Springs Living Area Subleases.

(b) The Advisory Housing Forum will comprise 3 members, being 1 nominee of the Commonwealth of Australia, 1 nominee of the Territory and 1 nominee of Tangentyere Council.

21.2 Purpose of the Advisory Housing Forum

The purpose of the Advisory Housing Forum is to facilitate communications between the Commonwealth of Australia, the Territory and Tangentyere Council in relation to tenancy management issues in the Subleased Alice Springs Living Areas.

21.3 Power to bind the Parties

(a) The Advisory Housing Forum does not have the power to bind the Parties to this Sublease.

(b) A member of the Advisory Housing Forum does not have the power to bind the Party who appointed him or her.

21.4 Advisory Housing Forum Meetings

(a) The Advisory Housing Forum will meet quarterly.

(b) Meetings of the Advisory Housing Forum are to be convened and conducted in accordance with the rules (if any) determined by the Advisory Housing Forum from time to time.

22. Association's obligations

22.1 Quiet enjoyment

If the EDTL pays the Sublease Payment (if demanded) and otherwise complies with the terms of this Sublease, the EDTL may, subject to any Registered Interest, peaceably hold and quietly enjoy the Living Area during the Term without disturbance or interruption from or by the Association or any other person or persons claiming under the Association during the Term.

Viewed at 09:11:44 on 23/11/2016 by 32GPL.

22.2 Produce certificates

The Association will promptly produce all necessary certificates as to title upon demand by the EDTL to facilitate the registration of this Sublease, any Housing Management Agreement, any Living Area Underlease and any Living Area Licence granted by the EDTL or any transfer, variation, mortgage, underlease, surrender or other dealing with or involving a Housing Management Agreement, Living Area Underlease or Living Area Licence.

23. Sublease ends if Lease ends

This Sublease will automatically end if the Lease ends for any reason. If this Sublease ends under this clause, this does not affect rights that arise before, or because of, the ending of this Sublease.

24. Default

24.1 Occurrence of Default Event

(a) If a Default Event occurs the Association may give the Defaulting Party a notice in writing:

(i) specifying that a Default Event has occurred;

(ii) setting out reasonable details of the event or circumstance constituting the Default Event; and

(iii) in the case of a Default Event other than a Financial Default, specifying the Cure Period.

(b) If the Defaulting Party is the Territory, the Association must give the EDTL a copy of the Default Notice within 5 Business Days of providing the Default Notice to the Territory.

24.2 Financial Default

(a) If the EDTL commits a Financial Default and fails to remedy the breach within 40 Business Days after receiving the Default Notice, the Association may terminate this Sublease 40 Business Days after giving written notice of intention to terminate to the EDTL subject to clause 24.2(b).

(b) The Association may not give written notice of intention to terminate to the EDTL until it has exhausted the procedures in clause 28.

24.3 Remedies for other Default Events

(a) If a Defaulting Party commits a Default Event, other than a Financial Default, then within 20 Business Days of receipt of the Default Notice, the Defaulting Party must provide to the Association a Cure Plan in respect of that Default Event. The Association must not unreasonably refuse a request by the Defaulting Party for an extension of time to prepare the Cure Plan.

(b) Following receipt of a Default Notice, the Defaulting Party will be permitted to cure the Default Event within the Cure Period and, if applicable, in accordance with the Cure Plan.

Viewed at 09:11:44 on 23/11/2016 by 32GPL.

(c) If the Defaulting Party requires an extension to the Cure Period it may, not later than the expiration of the current Cure Period, provide to the Association:

(i) a revised Cure Plan; and

(ii) evidence that:

(A) the Defaulting Party has diligently pursued and is continuing to diligently pursue a feasible and practicable programme of rectification; and

(B) the Default Event cannot be (or could not have been), with reasonable diligence, cured within the current Cure Period.

(d) The Association must not unreasonably refuse to grant an extension of the Cure Period.

(e) If the Defaulting Party commits a Default Event in relation to the Living Area and the Default Event is not cured within the Cure Period then the Defaulting Party commits a Termination Event.

(f) The provisions of this clause 24.3 do not limit or reduce the rights of the Association to claim damages for breach of this Sublease.

24.4 Remedies for Termination Event

(a) If a Termination Event occurs, then the Association will be entitled to:

(i) terminate this Sublease 40 Business Days after service of written notice of intention to terminate to the EDTL, subject to clause 24.2(b); and

(ii) exercise all legal and equitable rights and remedies available to the Association (whether under this Sublease or otherwise).

(b) The Association may not give written notice of intention to terminate to the EDTL until it has exhausted the procedures in clause 28.

24.5 Waiver

If this Sublease, or the EDTL's right to occupy the Living Area is terminated for any reason, the EDTL waives any rights it might otherwise have to pursue a claim of restitution of any kind including, without limitation, a claim of unjust enrichment.

24.6 Consequences of termination

Upon termination of this Sublease, or the EDTL's right to occupy the Living Area (whether through default or expiry or otherwise), the rights and obligations of the Parties will cease except for:

(a) any obligations arising or rights accrued as a result of an existing breach of this Sublease; and

(b) any obligations which are expressed to continue in accordance with the terms of this Sublease.

Viewed at 09:11:44 on 23/11/2016 by 32GPL.

25. Overholding

If the EDTL remains in occupation of the Living Area without objection by the Association following the expiration or earlier determination of this Sublease, then:

(a) the EDTL will be deemed to be a biannual tenant upon the same terms and conditions as are contained in this Sublease so far as they are applicable to such a tenancy; and

(b) such a tenancy will be determinable by either Party on 6 month's prior written notice.

26. Obligations on expiration or termination

26.1 Return of Living Area

The EDTL must return the Living Area to the Association at the expiration, surrender or earlier determination of the EDTL's occupancy of the Living Area in a condition consistent with its obligations under this Sublease.

26.2 Novation of agreements

(a) Subject to clause 26.3, upon the expiration or earlier determination of this Sublease the EDTL must, upon the request of the Association, use all reasonable endeavours to novate or assign to the Association or the Association's nominee without payment:

(i) any service or maintenance agreement relating to the Living Area, Improvements or Services (or any part of it) or the benefit of any such agreement; and

(ii) any other agreement solely relating to the Living Area (or any part of it) or the benefit of any such agreement.

(b) Nothing in this clause 26.2 requires the Association to request the novation or assignment of any agreement.

26.3 Novation of Housing Management Agreements, Living Area Underleases and Living Area Licences

Prior to or upon the early determination of this Sublease:

(a) the EDTL must use all reasonable endeavours to novate or assign all Housing Management Agreements, Living Area Underleases and Living Area Licences to the Association; and

(b) the Association must use all reasonable endeavours to enable the EDTL to novate or assign all Housing Management Agreements, Living Area Underleases and Living Area Licences to the Association.

27. Renewal

27.1 Renewal of Sublease

The Parties agree to negotiate in good faith for the renewal of this Sublease not later than 20 years before the end of the Term.

Viewed at 09:11:44 on 23/11/2016 by 32GPL.

28. Dispute resolution

28.1 Procedure to resolve disputes

(a) If there is a dispute between the Parties relating to or arising out of this Sublease, the Parties must use reasonable endeavours acting in good faith to settle the dispute as soon as practicable.

(b) If a dispute relating to or arising under this Sublease is not resolved within 25 Business Days (or such longer period as agreed between the Parties) after notice by one Party to the other of the nature of the dispute, the Parties will submit the matter to mediation on the following terms:

(i) the mediator will be chosen by the Parties within 10 Business Days (or such longer period agreed between the Parties) and appointed within a further 5 Business Days (or such longer period agreed between the Parties);

(ii) in the absence of agreement by the Parties as to the mediator, either Party may apply to the President of LEADR to appoint a mediator who must be appointed within 10 Business Days (or such longer period agreed between the Parties) of the application;

(iii) the Parties must endeavour to procure that a mediator appointed under subparagraph 28.1(b)(i) or 28.1(b)(ii):

(A) assists the Parties to reach a resolution of the dispute by agreement;

(B) acts impartially and ensures that each Party has a clear understanding of the other Party's points of view to enable proposals to be formulated for settlement of the dispute;

(C) does not make his or her personal or professional views known to the Parties or give any professional advice to a Party;

(D) is entitled to terminate the mediation if, after consultation with the Parties, the mediator forms the view that the mediation process is exhausted; and

(E) does not impose a solution on the Parties and any suggestion made during the course of the mediation by the mediator will not be binding on a Party;

(iv) each Party may appoint a person, including a legally qualified person, to represent it or assist it in the mediation;

(v) each Party will bear its own costs relating to the preparation for and attendance at the mediation;

(vi) the costs of the mediator will be borne equally between the Parties; and

(vii) the mediation process will cease if the dispute has not been settled within 20 Business Days of the mediator being appointed, or such longer time as may be agreed by the Parties.

Viewed at 09:11:44 on 23/11/2016 by 32GPL.

(c) A Party may not commence court proceedings in relation to a dispute arising in connection with this Sublease until it has exhausted the procedures in this clause 28 unless the Party seeks appropriate injunctive or other interlocutory relief to preserve property or rights or to avoid losses that are not compensable in damages.

28.2 Continue to perform

Notwithstanding the existence of a dispute, each Party must continue to perform its obligations under this Sublease.

29. General

29.1 Amendments

The Parties may from time to time by agreement in writing, amend or vary the provisions of this Sublease.

29.2 Nature of obligations

(a) Any provision in this Sublease which binds more than one person binds all of those persons jointly and each of them severally.

(b) Each obligation imposed on a Party by this Sublease in favour of another is a separate obligation.

29.3 Entire understanding

(a) This Sublease contains the entire understanding between the Parties concerning the subject matter of the Sublease and supersedes all prior communications between the Parties.

(b) Each Party acknowledges that, except as expressly stated in this Sublease, that Party has not relied on any representation, warranty or undertaking of any kind made by or on behalf of the other Party in relation to the subject matter of this Sublease.

29.4 No adverse construction

This Sublease is not to be construed to the disadvantage of a Party because that Party was responsible for its preparation.

29.5 Further assurances

A Party, at its own expense and within a reasonable time of being requested by another Party to do so, must do all things and execute all documents that are reasonably necessary to give full effect to this Sublease.

29.6 No waiver

(a) A failure, delay, relaxation or indulgence by a Party in exercising any power or right conferred on the Party by this Sublease does not operate as a waiver of the power or right.

(b) A single or partial exercise of the power or right does not preclude a further exercise of it or the exercise of any other power or right under this Sublease.

Viewed at 09:11:44 on 23/11/2016 by 32GPL.

(c) A waiver of a breach does not operate as a waiver of any other breach.

29.7 Severability

If any provision of this Sublease is void, voidable by any party, unenforceable or illegal, it shall be read down so as to be valid and enforceable or if it can not be so read down, the provision (or where possible the offending words), shall be severed from this Sublease without affecting the validity, legality or enforceability of the remaining provisions (or parts of those provisions) of this Sublease which will continue in full force and effect.

29.8 Successors and assigns

This Sublease binds and benefits the Parties and their respective successors and permitted assigns under clause 29.9.

29.9 No assignment without consent of other Parties

(a) A Party cannot assign or otherwise transfer the benefit of this Sublease without the prior written consent of each other Party.

(b) An assignment or transfer of the benefit of this Sublease without the prior written consent of each other Party is invalid.

29.10 Consents and approvals

Where anything depends on the consent or approval of a Party then, unless this Sublease provides otherwise, that consent or approval may be given conditionally or unconditionally or withheld, in the absolute discretion of that Party.

29.11 Costs

Each Party must pay its own legal costs of and incidental to the preparation and completion of this Sublease.

29.12 Governing law and jurisdiction

(a) This Sublease is governed by and must be construed in accordance with the laws in force in the Northern Territory.

(b) The Parties submit to the exclusive jurisdiction of the courts of that Territory and the Commonwealth of Australia in respect of all matters arising out of or relating to this Sublease, its performance or subject matter.

29.13 Notices

Any notice or other communication to or by a Party under this Sublease:

(a) may be given by personal service, pre-paid registered post or facsimile;

(b) must be in writing, legible and in English addressed (depending on the manner in which it is given) as set out in Item 3 of the Schedule or to any other address last notified by the Party to the sender by notice given in accordance with this clause;

Viewed at 09:11:44 on 23/11/2016 by 32GPL.

(c) in the case of a corporation, must be signed by an officer or authorised representative of the sender or in accordance with section 127 of the Corporations Act or section 99-5 of the CATSI Act; and

(d) is deemed to be given by the sender and received by the addressee:

(i) if delivered in person, when delivered to the addressee;

(ii) if posted, 2 Business Days (or 6 Business Days, if posted outside Australia) after the date of posting to the addressee whether delivered or not; or

(iii) if sent by facsimile transmission, on the date and time shown on the transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety and in legible form to the facsimile number of the addressee notified for the purposes of this clause,

but if the delivery or receipt is on a day which is not a Business Day or is after 4.00 pm (addressee's time), it is deemed to have been received at 9.00 am on the next Business Day.

29.14 Counterparts

If this Sublease consists of a number of signed counterparts, each is an original and all of the counterparts together constitute the same document.

29.15 Conflicting provisions

If there is any conflict between the main body of this Sublease and any schedules or annexures comprising it, then the provisions of the main body of this Sublease prevail.

29.16 Non merger

A term or condition of, or act done in connection with, this Sublease does not operate as a merger of any of the rights or remedies of the Parties under this Sublease and those rights and remedies continue unchanged.

29.17 Operation of indemnities

Unless this Sublease expressly provides otherwise:

(a) each indemnity in this Sublease survives the expiry or termination of this Sublease; and

(b) a Party may recover a payment under an indemnity in this Sublease before it makes the payment in respect of which the indemnity is given.

29.18 No right of set-off

Unless this Sublease expressly provides otherwise, a Party has no right of set-off against a payment due to another Party.

29.19 Payment of interest

Any provision expressed or implied in this Sublease obliging the EDTL to pay interest on any moneys including the Sublease Payment has no effect.

Viewed at 09:11:44 on 23/11/2016 by 32GPL.

29.20 Relationship of Parties

Unless this Sublease expressly provides otherwise, nothing in this Sublease may be construed as creating a relationship of partnership, of principal and agent or of trustee and beneficiary.

Viewed at 09:11:44 on 23/11/2016 by 32GPL.

Schedule - Sublease particulars

Item:		Particulars:
1.	**Living Area** (clause 1.1)	The whole of the land described in Certificate of Title Volume 622 Folio 259 being Lot 5713 Town of Alice Springs on plan S80/079 a copy of which is attached at Annexure 1.
2.	**Commencement Date** (clause 1.1)	The date on which clause 2.1(a) is satisfied, being 3 December 2009
3.	**Notices** (clause 29.13)	If to the Association: Ilparpa Aboriginal Corporation PO Box 8070 Alice Springs NT 0871
		If to the EDTL: The Executive Director of Township Leasing Centraplaza 16 Bowes Street WODEN ACT 2606 Facsimile: (02) 6121 4150
		If to the Territory: Executive Director Projects and Key Initiatives Territory Housing, Department of Local Government and Housing GPO Box 4621 Darwin NT 0801 Ph: (08) 8999 8426

Viewed at 09:11:44 on 23/11/2016 by 32GPL.

	If to Territory Housing: Executive Director Projects and Key Initiatives Territory Housing, Department of Local Government and Housing GPO Box 4621 Darwin NT 0801 Ph: (08) 8999 8426
4. **Community Land** (clause 1.1)	That part of the Living Area indicatively cross-hatched on the plan at Annexure 4 being the areas marked "Lot 9626(A)", "Lot 9635(A)" and "Lot 9637(A)".

Viewed at 09:11:44 on 23/11/2016 by 32GPL.

Executed as a deed.

Executed by **Ilparpa Aboriginal Corporation**
in accordance with s 99-5 of the CATSI Act by:

EUNICE SWAN
Signature

ROBYN SWAN
Signature

EUNICE SWAN
Print Name

ROBYN SWAN
Print Name

DIRECTOR
Director/Secretary

DIRECTOR
Director/Secretary

31.07.2009
Date

Viewed at 09:11:44 on 23/11/2016 by 32GPL.

Executed by the **Executive Director of Township Leasing** for and on behalf of the Commonwealth of Australia in the presence of:)

.....
Signature of qualified witness

Kym Lockley
.....
Name of qualified witness (please print)

Solicitor
.....
Qualification

Phone: (02) 61214223
Address: 23, 16 Bowes St
.....Woden A.C.T.....
Contact details of qualified witness

.....
Signature of Executive Director of Township Leasing

PAT WATSON
.....
Name (please print)

3/12/2009
.....
Date

Viewed at 09:11:44 on 23/11/2016 by 32GPL.

SIGNED by DAVID RITCHIE for and on behalf of the NORTHERN TERRITORY OF AUSTRALIA pursuant to a delegation under the *Contracts Act* in the presence of:

.....
Witness

Jackie Antao
Print name

.....
A Practitioner of the Supreme Court of the Northern Territory of Australia
Position 68 The Esplanade, Darwin NT
Ph: (08) 8935 7809

.....
Signature

D J Ritchie
Chief Executive
Print name

3 DEC 2009
.....
Date

The common seal of the Chief Executive Officer (Housing) was affixed in the presence of:

.....
Witness

Jackie Antao
Print name

.....
A Practitioner of the Supreme Court of the Northern Territory of Australia
Position 68 The Esplanade, Darwin NT
Ph: (08) 8935 7809

.....
Chief Executive Officer (Housing)

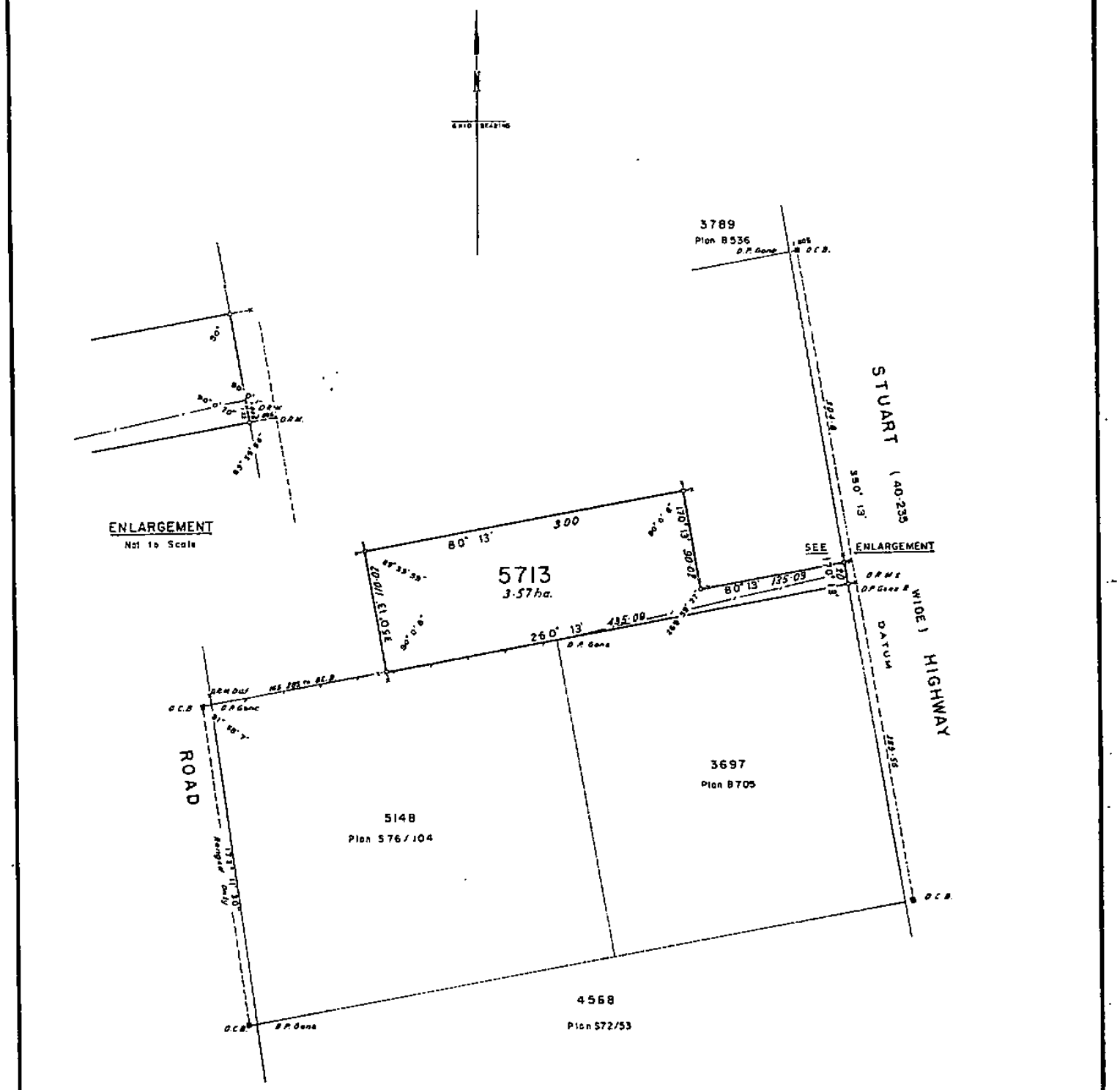
D J Ritchie
Chief Executive
Print name

3 DEC 2009
.....
Date

Viewed at 09:11:44 on 23/11/2016 by 32GPL.

Annexure 1 - Living Area

Viewed at 09:11:44 on 23/11/2016 by 32GPL.



No	REFERENCE	DETAILS	APPROVED	DATE

AMENDMENTS

SURVEYOR'S CERTIFICATE

I Gafety William Cathels
hereby certify that the survey represented on this plan was carried out by me or under my immediate supervision and was completed on 19.5.1980 and that this survey has been executed in accordance with the Licensed Surveyors Ordinance 1933–1937 and the Regulations thereunder

Date 26.5.1980 G.W. Cathels
Licensed Surveyor

SURVEY APPROVED

Date 18.6.1980
Surveyor-General

File No.
Field Book No. S80/79
Index Plan ALICE SPRINGS 5000 Sheet 12-14
Drawn A Stobbart 23/5/80
Examined
Calculation Book No

Passed
Assistant Chief Draftsman
Date

LOT 5713

TOWN OF ALICE SPRINGS

LEGEND

Concrete Block
Concrete Post
Wooden Post, Peg or Stake
Reference Mark
Lineapost
Fence Post

AZIMUTH

A Assumed 576/104

B Observed at
Latitude Datum

SCALE

1 : 2500

S80/79

30/6/20

COPY TO L.T.O. 27-8-80

Survey Plan S 80/079

Viewed at 14:05:07 on 18/05/2009 by 69AGS.

Annexure 2 - Form 78 Non Lapsing Caveat

Viewed at 09:11:44 on 23/11/2016 by 32GPL.

Intentionally Blank

Viewed at 09:11:44 on 23/11/2016 by 32GPL.

Form 78

Section 138

Land Title Act

REGISTRAR-GENERAL'S DIRECTIONS

NORTHERN TERRITORY OF AUSTRALIA

X **No:**

IMPORTANT NOTICE

Please Note Privacy Statement Overleaf

NON LAPSING CAVEAT

The caveator claims the estate or interest specified in the land described on the grounds set out and forbids the registration of any dealing affecting that estate or interest to the extent of the prohibition as specified during the period in which the caveat remains in force. (NOTES 1-5)

Register	Volume	Folio	Location	Lot Description	Plan	Unit

(NOTE 6)

CAVEATOR (PERSON LODGING CAVEAT)	Name: Address for the service of Notices:	(NOTE 7)
ESTATE OR INTEREST CLAIMED		(NOTE 8)
GROUNDS OF CLAIM		(NOTE 9)
REGISTERED INTERESTS AFFECTED EXTENT OF PROHIBITION	Instrument No: Absolutely	(NOTE 10)
OWNERS	Name: Address:	(NOTE 11)
OTHER PARTIES	Name: Address:	(NOTE 12)

BASIS OF LODGEMENT (tick one)	BY REGISTERED OWNER	WITH THE CONSENT OF THE REGISTERED OWNER	COPY OF COURT ORDER DEPOSITED	OTHER THAN PURSUANT TO PART 7 DIVISION 2 OF THE *LAND TITLES ACT*.	(NOTE 13)

.....

SIGNED by the Caveator

on (Date) .....

In the presence of:

.....

Qualified Witness:

.....

.....

(NOTES 14 & 15)

Registered on ..... At .....

Office use only.

Notices sent to registered proprietors

On ..... / ..... / 20.....

Registered Mail No: .....

Notices sent to registered proprietors

On ..... / ..... / 20.....

Registered Mail No: .....

Notices sent to registered proprietors

On ..... / ..... / 20.....

Registered Mail No: .....

Notices sent to registered proprietors

On ..... / ..... / 20.....

Registered Mail No: .....

SCHEDULE OF NOTES

1. Caveats remain in effect for the periods specified in Part 7 Division 2 of the *Land Title Act.* For Non Lapsing of Caveats refer Section 142 of the *Land Title Act.* This form may be used only if one of the circumstances set out in section 142(1) (a) to (e) of the *Land Title Act* exists.
2. A caveat prevents registration of another instrument affecting the lot over which the caveat is lodged from the date and time endorsed by the Registrar-General on the caveat as the caveat's date and time of lodgement.
3. A caveat may be lodged as an original only and must be typed or completed in ink or biro. Alterations to information entered on the form should be crossed out (not erased or obliterated by painting over) and initialled by the parties.
4. All signatures must be in ink or biro.
5. If there is insufficient space in any panel use the space above or an annexure sheet (Form 95).
6. Volume and Folio references must be given together with complete parcel description. The certificate as to title need not be produced. If the caveat affects part only of the land in a title the description should also be given. Any necessary diagram should be endorsed above or on an annexure sheet (Form 95) or a survey plan deposited with the Surveyor-General may be referred to.
7. Insert full name and an address for the service of notices. The address can be a postal address.
8. Specify the estate or interest claimed eg. "an estate in fee simple in the land", "an interest as mortgagee in the land". Where the interest claimed is the interest of only one of several registered owners this fact should be set out here. The interest must be an interest in the land.
9. Specify the grounds on which the interest is claimed.

   eg. "as purchaser under a contract of sale from A.B. dated....."
   "as mortgagee under an instrument of mortgage from A.B. dated....."
10. Where the caveat only affects one or some of the registered interest specify the registered interest eg lease. Caveats can be lodged so as not to absolutely prohibit dealings with the land or interest. If this is the case delete "absolutely" and specify the conditions under which registration may be effected. eg "except a mortgage to .....".
11. Insert Owners current address for the Service of Notices.
12. The Registrar-General must give written notice of lodgement of a caveat to each person whose interest or whose right to registration of an instrument is affected by the caveat. Insert name and address for the Service of Notices of anyone else having the right to deal with the lot affected by the caveat
13. You must tick one of these boxes. If you are unable to, the caveat subject to section 142 of the *Land Title Act* is a lapsing caveat and form 79 must be used. If you are claiming that the caveat is lodged with the consent of the registered owner evidence of the written consent is required either as a separate consent (Form 93) or other evidence of that consent must be produced.
14. The caveat may be signed by the caveator or by an agent of the caveator.
15. Persons who may witness this document are a Commissioner for Oaths, a member of the Legislative Assembly, a legal practitioner within the meaning of the *Legal Practitioners Act*, a person holding office under the *Supreme Court Act,* the *Justices Act,* the *Local Court Act* or the *Registration Act,* a member of the Police Force, a person licensed as a conveyancing agent or real estate agent under the *Agents Licensing Act,* a Notary Public and any other person approved by the Registrar-General.

    A witness to an instrument executed by an individual must first:

    - take reasonable steps to ensure that the individual is the person entitled to sign the instrument;
    - have the individual execute the document in the presence of the witness;
    - not be a party to the instrument; and
    - if witnessing more than one signature, clearly state that he/she has witnessed more than one signature. (ie I have witnessed the two signatures appearing above).

    After signing, witnesses must legibly write, type or stamp their names and contact address or telephone number below their signature.

    For a corporation, an instrument must be executed in a way permitted by law or sealed with the corporation's seal in accordance with the *Law of Property Act*, Section 48.

    For witnessing of instruments executed outside the Northern Territory refer to Schedule 1 of the *Land Title Act* and the Registrar-General's Direction.

PRIVACY STATEMENT – LAND REGISTER FORMS

The Registrar-General's Office is authorised by the Land Title Act to collect the information on this form for the establishment and maintenance of the Land Register, which is made available for search by any person, anywhere, including through the Internet, upon payment of a fee. The information is regularly provided to other NT Government agencies, the Australian Valuation Office, local governments, the Australian Bureau of Statistics, the Australian Taxation Office or other Commonwealth Agencies as required or authorised by law, and some private sector organisations for conveyancing, local government, valuation, statistical, administrative and other purposes. The Department of Planning and Infrastructure also uses the information to prepare and sell or licence property sales reports to commercial organisations concerned with the development, sale or marketing of property.

Failure to provide the information in full or in part may prevent your application or transaction being completed.

Your personal information provided on this form can be subsequently accessed by you on request. If you have any queries please contact the Deputy Registrar-General on 8999 5318.

Viewed at 09:11:44 on 23/11/2016 by 32GPL.

Annexure 3 - Form 93 General Consent

Viewed at 09:11:44 on 23/11/2016 by 32GPL.

Intentionally Blank

Viewed at 09:11:44 on 23/11/2016 by 32GPL.

Form 93

Land Title Act
REGISTRAR-GENERAL'S DIRECTIONS

NORTHERN TERRITORY OF AUSTRALIA

G	C	No:

IMPORTANT NOTICE

Please Note Privacy Statement Overleaf

GENERAL CONSENT

Register	Volume	Folio	Location	Lot Description	Plan	Unit

(NOTE 1 – 2)

INSTRUMENT BEING CONSENTED TO (Item 1)	Instrument Type: Dated: Names of Parties:	(NOTE 3)
INSTRUMENT UNDER WHICH CONSENT REQUIRED (Item 2)	Dealing Type: Dealing No: Name of consenting party:	(NOTE 4)
EXECUTION BY CONSENTING PARTY	The party identified in item 2 consents to the registration of the instrument identified in item 1 in respect of the above land.	(NOTE 5)

.....	.....
Signed by the Consenting Party	Signed by the Consenting Party
(Date)	(Date) .....
In the presence of:	In the presence of:
.....	.....
Qualified Witness:	Qualified Witness:
.....	.....
.....	.....

(NOTE 6)

Registered on ..... At .....

SCHEDULE OF NOTES

1. This General Consent form is lodged as an original only and must be typed or completed in ink or biro. Alterations to information entered on the form should be crossed out (not erased or obliterated by painting over) and initialled by the parties.
2. Volume and Folio references must be given together with parcel description.
3. Insert Instrument type and number, date and name of parties of the instrument being consented to.
4. Insert dealing type, number and name of consenting party.
5. This is the consenting clause.
6. Persons who may witness this document are a Commissioner for Oaths, a member of the Legislative Assembly, a legal practitioner within the meaning of the *Legal Practitioners Act*, a person holding office under the *Supreme Court Act,* the *Justices Act,* the *Local Court Act* or the *Registration Act,* a member of the Police Force, a person licensed as a conveyancing agent or real estate agent under the *Agents Licensing Act,* a Notary Public and any other person approved by the Registrar-General.

   A witness to an instrument executed by an individual must first:

   - take reasonable steps to ensure that the individual is the person entitled to sign the instrument;
   - have the individual execute the document in the presence of the witness;
   - not be a party to the instrument; and
   - if witnessing more than one signature, clearly state that he/she has witnessed more than one signature. (ie I have witnessed the two signatures appearing above).

   After signing, witnesses must legibly write, type or stamp their names and contact address or telephone number below their signature.

   For a corporation, an instrument must be executed in a way permitted by law or sealed with the corporation's seal in accordance with the *Law of Property Act*, Section 48.

   For witnessing of instruments executed outside the Northern Territory refer to Schedule 1 of the *Land Title Act* and the Registrar-General's Direction.

PRIVACY STATEMENT – LAND REGISTER FORMS

The Registrar-General's Office is authorised by the Land Title Act to collect the information on this form for the establishment and maintenance of the Land Register, which is made available for search by any person, anywhere, including through the Internet, upon payment of a fee. The information is regularly provided to other NT Government agencies, the Australian Valuation Office, local governments, the Australian Bureau of Statistics, the Australian Taxation Office or other Commonwealth Agencies as required or authorised by law, and some private sector organisations for conveyancing, local government, valuation, statistical, administrative and other purposes. The Department of Planning and Infrastructure also uses the information to prepare and sell or licence property sales reports to commercial organisations concerned with the development, sale or marketing of property.

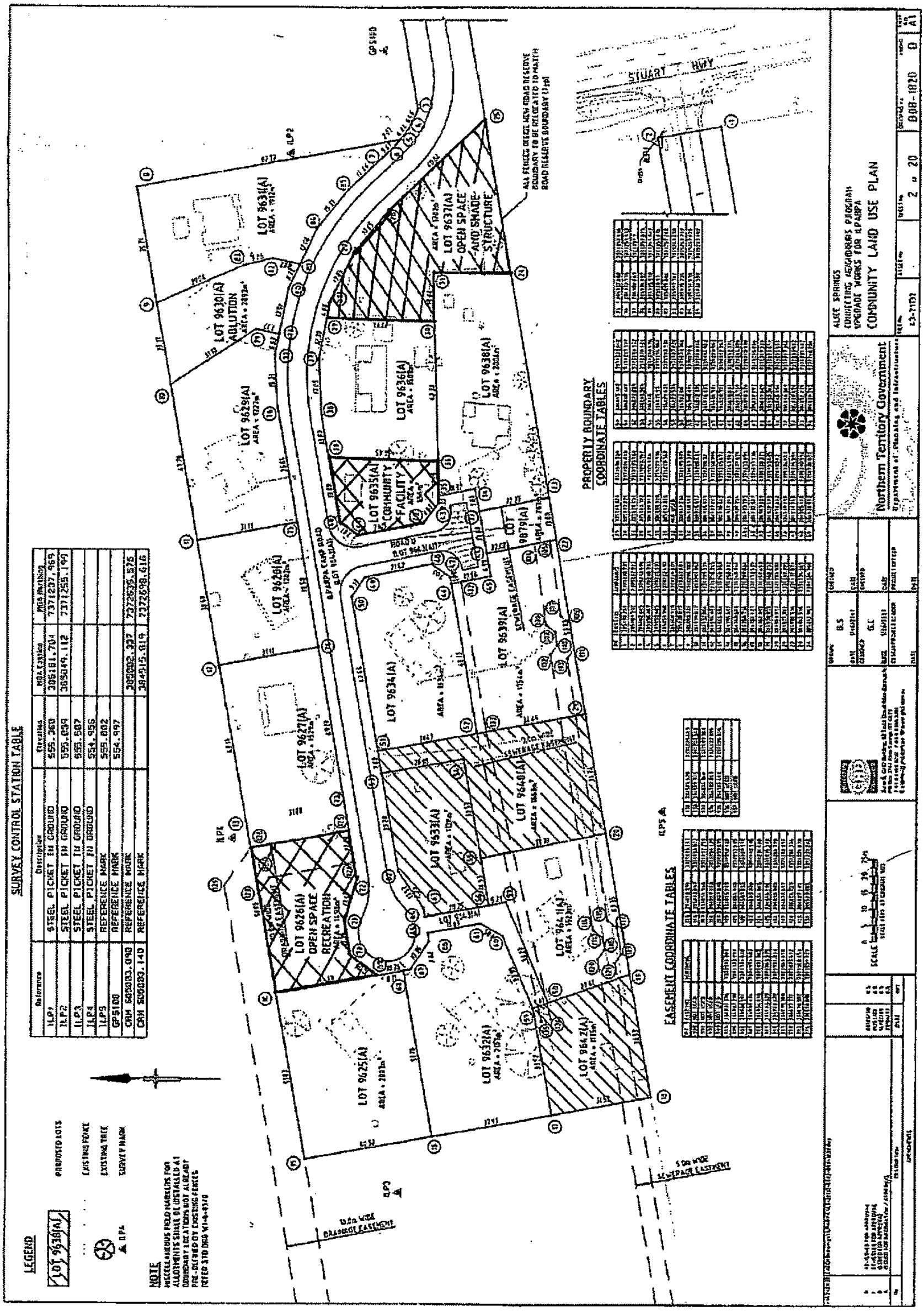
Failure to provide the information in full or in part may prevent your application or transaction being completed.

Your personal information provided on this form can be subsequently accessed by you on request. If you have any queries please contact the Deputy Registrar-General on 8999 5318.

Viewed at 09:11:44 on 23/11/2016 by 32GPL.

Annexure 4 - Community Land

Viewed at 09:11:44 on 23/11/2016 by 32GPL.


STUART HWY
LOT 9637(A)
OPEN SPACE AND SHADE STRUCTURE
LOT 9638(A)
LOT 9636(A)
LOT 9635(A)
COMMUNITY FACILITY
LOT 9639(A)
LOT 9634(A)
LOT 9633(A)
LOT 9640(A)
LOT 9629(A)
LOT 9630(A)
LOT 9627(A)
LOT 9626(A)
OPEN SPACE RECREATION
LOT 9625(A)
LOT 9632(A)
LOT 9642(A)
PROPERTY BOUNDARY COORDINATE TABLES
EASEMENT COORDINATE TABLES
SURVEY CONTROL STATION TABLE
LEGEND
NOTE
ALICE SPRINGS
UPGRADE WORKS FOR ILPARRA
COMMUNITY LAND USE PLAN
Northern Territory Government

Sublease

MINISTER FOR PLANNING AND LANDS

PARLIAMENT HOUSE
STATE SQUARE
DARWIN NT 0800

GPO BOX 3146
DARWIN NT 0801
TELEPHONE: (08) 8901 4047
FACSIMILE: (08) 8901 4169

Ilparpa Aboriginal Corporation
C/- Tangentyere Council
PO Box 8070
ALICE SPRINGS NT 0871

Attention: David Donald, Housing Manager

Dear Mr ~~Donald~~ David

I hereby consent for a sublease to be registered against Special Purposes Lease 493 held by Ilparpa Aboriginal Corporation.

I am pleased to advise that, in accordance with my power under section 6 of the *Special Purposes Leases Act* I consent to the registration of the following sublease on Special Purposes Lease 493.

Proposed Lessee:	Executive Director of Township Leasing
Tenement:	Lot 5713, Town of Alice Springs Approved survey plan S80/079
Permitted use:	Aboriginal communal living

Yours sincerely

DELIA LAWRIE
29.7.09

Northern Territory Government

00347411

DEPARTMENT OF JUSTICE (ABN 84 085 734 992)
REGISTRAR-GENERAL'S OFFICE
NICHOLS PLACE
GPO BOX 3021
DARWIN NT 0801
Enquiries : 8999 6252

9 OF 18

Priority of Lodgement	1

TAX INVOICE (RECEIPT) - OFFICE COPY

Lodging Party:
AUSTRALIAN GOVERNMENT SOLICITO
GPO BOX 4700
DARWIN 0801

Customer Code: AGSA
Self Assessing Code: N

Date of Issue	08/06/2010
at	10:59
by	KRIS
Application #	00203134

Document Delivery:
AUSTRALIAN GOVERNMENT SOLICITO
GPO BOX 4700
DARWIN 0801

Lodgement No 728314

If paper title exists enter

Volume _____

Folio _____

Description	GST Incl Amount
SUBLEASE (LOT 5713 / ALICE SPRINGS)	155.00

30/6/10

Total Cost excl GST	$155.00
Total GST	$0.00
Total Invoice	$155.00

Payment Details

CHEQUE (004370 RBA CANBERRA (092009))

1/32

Form 32 Section 65

Land Title Act

REGISTRAR-GENERAL'S DIRECTIONS

NORTHERN TERRITORY OF AUSTRALIA

DL00728346D

Dealing Number: 728346 Lodged 09/06/2010 at 10:12:17
Dealing Type: UL By CASH
Volume 747 Folio 781 Fee $ 155.00 Receipt 347412

Not liable to stamp duty in the Northern Territory
Commissioner of Taxes use only (NOTE 1)
for Commissioner of Territory Revenue
24/3/10

SUBLEASE

The owner of the lease subleases to the tenant the estate and interest in the land described and the tenant accepts this sublease of the land for the term and at the rent stipulated and subject to the covenants and conditions contained below or on the back of this document and acknowledges the amount payable or other consideration for the lease. (NOTES 2 – 3)

ESTATE AND INTEREST — Lease being subleased: Number: 728314 (NOTE 4)

Register	Volume	Folio	Location	Lot Description	Plan	Unit
CUFT	~~622~~ 747	~~259~~ 781	Town of Alice Springs	Lot 5713	S80/079	N/A

(NOTE 5)

INTEREST BEING SUBLEASED: The whole of the Land described in Item 2 of the Schedule and shown on the plan at Annexure 1, being Lot 5713 Town of Alice Springs on plan S80/079. (NOTE 6)

MARKET RENT UNDER THE SUB-LEASE	Nil	GST AMOUNT	Nil
OTHER CONSIDERATION (Include Nil or Nominal Rent)	$1.10	GST AMOUNT	$0.10

(NOTE 7)

OWNER OF THE LEASE: Executive Director of Township Leasing (NOTE 8)

TENANT: Name: Northern Territory of Australia
Address: C/- Department of Local Government and Housing RCG House, 83-85 Smith Street, Darwin 0800 (NOTE 9)

TENANCY: Not Applicable (NOTE 10)

TERM OF SUBLEASE (NOTE 11)

Commencing:	Expiring:	Right of Renewal:
3/12/2009	2/12/2012	No

CONSENTS: Nil (NOTE 12)

See Execution Clause at p34 of the attached sublease

See Execution Clause at p35 of the attached sublease (NOTE 13)

NORTHERN TERRITORY OF AUSTRALIA REGISTRAR GENERAL

Registered on 9/6/2010 At 10:32

CONSENT OF INTEREST HOLDERS

Instrument type: .....

Instrument No: .....

Name of Parties: .....

.....

I the registered proprietor of the interest shown above consent to the registration of this instrument.

Signed: .....

(Date): .....
In the presence of:

.....

Name of Qualified Witness: .....

Address or Telephone No.: .....

Instrument type: .....

Instrument No: .....

Name of Parties: .....

.....

I the registered proprietor of the interest shown above consent to the registration of this instrument.

Signed: .....

(Date): .....
In the presence of:

.....

Name of Qualified Witness: .....

Address or Telephone No.: .....

COVENANTS

It is hereby covenanted by and between the owner of lease and the tenant as follows;

☐ To comply with the provisions contained in Memorandum of Common Provisions recorded in the Register as LTO No.

✓ The conditions and covenants implied by Sections 117 & 119 *Law of Property Act* ~~shall~~/shall not apply. (delete one)

✓ To comply with the provisions annexed to this lease.

SCHEDULE OF NOTES

1. A sub-lease signed on or after 1 July 2006 is required to be stamped by the Commissioner of Taxes where (i) there is no consideration, or (ii) the consideration is nominal, or (iii) there is valuable consideration other than rent under the lease.
2. This form may be lodged in triplicate and may be adapted for an underlease. The original must be typed or completed in ink or biro. The duplicate and triplicate may be copies of the original but the signatures of all parties and their witnesses must be in ink or biro on all copies. If the words "owners" and "tenant" are considered inappropriate other words (lessor/lessee) may be used. Alterations to information entered on the form should be crossed out (nor erased or obliterated by painting over) and initialled by the parties.
3. If there is insufficient space in any panel use the space above or an annexure sheet (Form 95).
4. Insert the number of the Lease being sub-leased or under-leased.
5. Volume and Folio references must be given together with a description of the location and lot number, unit number and unit plan number if applicable. If a certificate as to title has been issued it must be produced.
6. Insert whole of the land or if part of a lot the instrument of lease must also include a sketch plan identifying the part of the lot drawn to a standard to the Registrar-General's satisfaction, if required by the Registrar-General, a plan of survey identifying the part of the lot; or if required by the *Planning Act*, consent under Part 5 of the *Planning Act*.
7. Pursuant to Section 66 (1)(c) of the *Land Title Act* state whether the rent under the sub-lease is market rent, or nil or nominal rent. Market rent means any rent that is not nominal. A sub-lease for nil or nominal rent or other consideration must show the imprint of the Commissioner of Taxes. For the GST amount, if the sub-lease is subject to the margin scheme and the GST amount is unknown insert "margin scheme" in the box provided. Show the words "Nil" or "Not applicable" if not subject to rent or other consideration.
8. Insert full name of the owner of the lease (namely the tenant under the head lease and not the proprietor of the land). Address is not required.
9. Insert full name of the tenant and an address for the service of notices. The address can be a postal address.
10. If two or more tenants, state whether as joint tenants or tenants in common. If tenants in common, specify shares. If no tenancy is stated, the Registrar-General must register the co-owners as tenants in common pursuant to Section 57(2) of the *Land Title Act*.
11. Details of dates of commencement and expiry must be shown. If there is a right of renewal, show "Yes" (if not) "No".
12. Consents by mortgagee should be provided. A lease or amendment of a lease executed after registration of a mortgage of a lot is valid against the mortgagee only if the mortgagee consents to the lease or amendment before its registration. A lease which has not been consented to by a prior mortgagee will not be protected in the event of the mortgagee exercising the power of sale.
13. Persons who may witness this document are a Commissioner for Oaths, a member of the Legislative Assembly, a legal practitioner within the meaning of the *Legal Practitioners Act*, a person holding office under the *Supreme Court Act*, the *Justices Act*, the *Local Court Act* or the *Registration Act*, a member of the Police Force, a person licensed as a conveyancing agent or real estate agent under the *Agents Licensing Act*, a Notary Public and any other person approved by the Registrar-General.

    A witness to an instrument executed by an individual must first:

    - take reasonable steps to ensure that the individual is the person entitled to sign the instrument;
    - have the individual execute the document in the presence of the witness;
    - not be a party to the instrument; and
    - if witnessing more than one signature, clearly state that he/she has witnessed more than one signature. (ie I have witnessed the two signatures appearing above).

    After signing, witnesses must legibly write, type or stamp their names and contact address or telephone number below their signature.

    For a corporation, an instrument must be executed in a way permitted by law or sealed with the corporation's seal in accordance with the *Law of Property Act*, Section 48.

    For witnessing of instruments executed outside the Northern Territory refer to Schedule 1 of the *Land Title Act* and the Registrar-General's Directions.

PRIVACY STATEMENT – LAND REGISTER FORMS

The Registrar-General's Office is authorised by the *Land Title Act* to collect the information on this form for the establishment and maintenance of the Land Register, which is made available for search by any person, anywhere, including through the Internet, upon payment of a fee. The information is regularly provided to other NT Government agencies, the Australian Valuation Office, local governments, the Australian Bureau of Statistics, the Australian Taxation Office or other Commonwealth Agencies as required or authorised by law, and some private sector organisations for conveyancing, local government, valuation, statistical, administrative and other purposes. The Department of Planning and Infrastructure also uses the information to prepare and sell or licence property sales reports to commercial organisations concerned with the development, sale or marketing of property.

Failure to provide the information in full or in part may prevent your application or transaction being completed.

Your personal information provided on this form can be subsequently accessed by you on request. If you have any queries please contact the Deputy Registrar-General on 8999 5318.

Housing Management Agreement

Ilparpa (SPL 493)

Executive Director of Township Leasing

and

Northern Territory of Australia

Viewed at 09:11:39 on 23/11/2016 by 32GPL.

Table of Contents

1.	**Definitions and interpretation**	**5**
1.1	Definitions	5
1.2	Interpretation	11
1.3	Good faith	13
1.4	Survival	13
2.	**Housing Management Agreement and Reservations**	**13**
2.1	Grant of Housing Management Agreement	13
2.2	Reservations in respect of adjoining sites	13
2.3	Other Reservations	14
2.4	Rent from Tenants	14
3.	**Mutual agreements and declarations**	**14**
4.	**Implied covenants**	**14**
5.	**Housing Management Agreement Payment**	**15**
5.1	Housing Management Agreement Payment	15
6.	**Services Providers**	**15**
7.	**Access**	**15**
7.1	General	15
7.2	Association's right of access	16
7.3	EDTL's right of access	16
8.	**Improvements**	**17**
8.1	Existing Improvements	17
8.2	Maintenance of Existing Improvements	17
8.3	EDTL's Rights in respect of Existing Improvements	17
8.4	Association's Rights in respect of Existing Improvements	18
8.5	Territory's Improvements	18
8.6	Ownership of Improvements at the end of the Housing Management Agreement	18
9.	**Tenancy Agreements, Land Underleases and Land Licences**	**19**
9.1	Tenancy Agreements (Residential)	19
9.2	Grant of Land Underlease	19
9.3	Grant of Land Licence	19
9.4	Special condition in relation to underleases to a Territory Entity	20
9.5	No release of liability	20
9.6	Community Land	20
10.	**Rates, Taxes and Charges**	**21**
10.1	Outgoings	21
10.2	Charges for Services	21
10.3	Stamp duty	21

Viewed at 09:11:39 on 23/11/2016 by 32GPL.

11.	**GST**	**22**
12.	**Use of Land**	**22**
12.1	Permitted Use	22
12.2	Compliance with Laws and Planning Scheme	22
12.3	Compliance with Lease	22
12.4	Compliance with notices	23
12.5	Notices	23
12.6	Roads	23
13.	**The Territory's release**	**23**
13.1	Risk	23
13.2	The Territory releases the EDTL	24
14.	**Insurance**	**24**
14.1	Obligation to insure the Improvements	24
14.2	Obligation to insure for public liability	24
14.3	Periods of insurance	24
14.4	Insurers and policies	25
14.5	The Territory to satisfy itself	25
14.6	Insurance policies to waive rights of subrogation	25
14.7	No limitation	25
14.8	Association to prove currency of insurance	25
14.9	The Territory's insurance	25
15.	**Reinstatement**	**26**
15.1	No obligation to reinstate	26
15.2	No right to damages	26
16.	**EDTL's obligations**	**26**
16.1	Quiet enjoyment	26
16.2	Produce certificates	26
17.	**Default**	**26**
17.1	Occurrence of Default Event	26
17.2	Financial Default	26
17.3	Remedies for other Default Events	27
17.4	Remedies for Termination Event	27
17.5	Waiver	28
17.6	Consequences of termination	28
18.	**Overholding**	**28**
19.	**Housing Management Agreement ends if Sublease ends**	**28**
20.	**Obligations on expiration or termination**	**28**
20.1	Return of Land	28
20.2	Novation of agreements	28
20.3	Novation of Tenancy Agreements, Land Underleases and Land Licences	29
21.	**Dispute resolution**	**29**
21.1	Procedure to resolve disputes	29
21.2	Continue to perform	29

Viewed at 09:11:39 on 23/11/2016 by 32GPL.

Table of Contents (ctd) 4

22.	**General**	**29**
22.1	Amendments	29
22.2	Nature of obligations	29
22.3	Entire understanding	29
22.4	No adverse construction	30
22.5	Further assurances	30
22.6	No waiver	30
22.7	Severability	30
22.8	Successors and assigns	30
22.9	No assignment without consent of other Parties	30
22.10	Consents and approvals	30
22.11	Costs	31
22.12	Governing law and jurisdiction	31
22.13	Notices	31
22.14	Counterparts	31
22.15	Conflicting provisions	32
22.16	Non merger	32
22.17	No right of set-off	32
22.18	Payment of interest	32
22.19	Relationship of Parties	32
22.20	Residential Tenancies Act	32
22.21	Compliance with Sublease	32
Schedule - Housing Management Agreement particulars		**33**

Viewed at 09:11:39 on 23/11/2016 by 32GPL.

Housing Management Agreement

Date 3 December 2009

Parties

1. Executive Director of Township Leasing, established by section 20B of the Land Rights Act, on behalf of the Commonwealth of Australia, ABN 36 342 015 855 ("the **EDTL**")

2. Northern Territory of Australia, care of the Department of Planning and Infrastructure, GPO Box 1680, Darwin 0800 in the Northern Territory of Australia, ABN 84 085 734 992 ("the **Territory**")

(collectively referred to as "the **Parties**")

Background

A. The EDTL holds a Sublease of the Living Area, including the Land.

B. The parties have agreed that the EDTL will grant a Housing Management Agreement of the Land (including all Improvements and Services) to the Territory.

C. The parties acknowledge that the residents living on the Alice Springs Living Areas (which includes the Land) are living in very poor conditions and it is very important to improve the health and standard of living of those residents. The Australian Government and the Northern Territory Government have stated their intention to undertake a capital works program to assist in improving the standard of living of those residents. The Australian Government and the Northern Territory Government acknowledge that the upgrade of the Alice Springs Living Areas will proceed over time and that the project duration will exceed the period of this Housing Management Agreement.

D. The Parties acknowledge that this Housing Management Agreement is part of a program to support development and investment in Alice Springs Living Areas, including the implementation of the Strategic Indigenous Housing and Infrastructure Program and any subsequent housing and infrastructure investment program, and improved housing management in the Alice Springs Living Areas especially with respect to tenancy management and repairs and maintenance.

Agreed terms

1. Definitions and interpretation

1.1 Definitions

In this Housing Management Agreement and in the Background, unless the context requires otherwise:

Alice Springs Living Areas means all land referred to in subclause 69(1) to 69(10) and 69(12) to 69(17) of Part 4, Schedule 1 to the *Northern Territory National Emergency Response Act 2007* (Cth) as enacted;

Annexure means an annexure to this Housing Management Agreement;

Viewed at 09:11:39 on 23/11/2016 by 32GPL.

Association means the body that granted the Sublease to the EDTL;

Building includes:

(a) a structure and part of a building or a structure;

(b) fences, walls, out-buildings, service installations and other appurtenances of a building; or

(c) a boat or a pontoon which is permanently moored or fixed to a building or land;

Building Code means the Building Code of Australia developed by the Australian Building Codes Board;

Business Day means a day that is not a Saturday, Sunday, public holiday or bank holiday in Darwin;

CATSI Act means the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth);

Chief Executive Officer (Housing) means the body corporate sole of that name established under the *Housing Act* (NT);

Commencement Date means the date specified in Item 3 of the Schedule;

Community Land has the meaning given to that term in the Sublease;

Community Service means a service provided to the residents of the Living Area that is funded or approved by the Australian Government, the Northern Territory Government, or the local government for the Living Area or that is otherwise approved by the EDTL;

Construct includes reconstruct or make structural changes and the word **Construction** has a corresponding meaning;

Consult means to:

(a) meet with, as reasonably requested by;

(b) ask views of;

(c) listen to views of; and

(d) have regard to the views of, including taking account of the views, acting reasonably,

the body or person to be or being consulted;

Corporations Act means the *Corporations Act 2001* (Cth);

Cure Period means a reasonable period of time within which the Territory must cure a Default Event (other than a Financial Default), in accordance with clause 17.1(c), including any extensions of that period under clause 17.3;

Cure Plan means a plan by a Party to remedy a Default Event (other than a Financial Default) which is proposed during the Cure Period and details a work

Viewed at 09:11:39 on 23/11/2016 by 32GPL.

plan setting out each task to be undertaken in order to rectify the material breach and the time for each task to be completed;

Default Event means:

(a) a Financial Default; or

(b) a persistent and material failure by the Territory to comply with this Housing Management Agreement;

Default Notice means a notice given under clause 17.1;

Development includes:

(a) the Construction or exterior alteration or exterior decoration of a Building;

(b) the demolition or removal of a Building or Works;

(c) the Construction or carrying out of Works;

(d) the subdivision or consolidation of land, including Buildings or airspace;

(e) the placing or relocation of a Building or Works; and

(f) the Construction or putting up for display of signs or hoardings;

EDTL's Agents means the employees, contractors and agents of the EDTL;

Environmental Health Standards means the Environmental Health Standards for Remote Communities in the Northern Territory prepared by Territory Health Services;

Existing Improvements means all Improvements erected on or attached to the Land as at the Commencement Date;

Existing Services means all Services on or connected to the Land as at the Commencement Date;

Financial Default means a failure by the Territory to pay when due any money which the Territory is obliged to pay to the EDTL under this Housing Management Agreement (excluding a failure to pay the Housing Management Agreement Payment when due);

Final Housing Management Agreement Year means the period starting on 1 July immediately before the expiry of the Term or earlier determination of this Housing Management Agreement and ending on the expiry of the Term or earlier determination of this Housing Management Agreement;

Government Agency means any government or any public, statutory, governmental, semi-governmental, local governmental or judicial body, entity, department or authority and includes any self-regulatory organisation established under statute;

GST has the meaning given to that term in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

Housing Management Agreement Payment has the meaning given to that term in clause 5.1(a);

Viewed at 09:11:39 on 23/11/2016 by 32GPL.

Housing Management Agreement means this underlease including the Schedule and the Annexures;

Housing Management Agreement Year means the Preliminary Housing Management Agreement Year, each 12 month period expiring on 30 June in each year during the Term and the Final Housing Management Agreement Year;

Improvements means all Buildings, structures, fixtures, fittings, plant, equipment, partitions, signs or other materials or articles which are erected on or attached to the Land;

Infrastructure includes roads, kerbs, gutters and Services;

Insolvency Event means, in relation to a party, any one or more of the following events or circumstances:

(a) being in liquidation or provisional liquidation or under administration;

(b) having a controller or analogous person appointed to it or any of its property;

(c) being taken under section 459F(1) of the Corporations Act to have failed to comply with a statutory demand;

(d) being unable to pay its debts or being otherwise insolvent;

(e) becoming an insolvent under administration, as defined in section 9 of the Corporations Act;

(f) entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors; or

(g) any analogous event or circumstance under the Laws of any jurisdiction,

unless such event or circumstance occurs as part of a solvent reconstruction, amalgamation, compromise, arrangement, merger or consolidation approved by the other party;

Land means the land described in Item 2 of the Schedule;

Land Licence means a licence granted by the Territory pursuant to clause 9;

Land Licensee means any person who has been granted a Land Licence from the Territory;

Land Underlease means an underlease granted by the Territory pursuant to clause 9;

Land Underlessee means any person who has been granted a Land Underlease from the Territory;

Land Rights Act means the *Aboriginal Land Rights (Northern Territory) Act 1976* (Cth);

Law means:

(a) principles of law or equity established by decisions of courts;

Viewed at 09:11:39 on 23/11/2016 by 32GPL.

(b) statutes, regulations, ordinances or by-laws of the Commonwealth, a State, a Territory or any other Government Agency; and

(c) requirements and approvals (including conditions) of the Commonwealth, a State, a Territory or any other Government Agency that have the force of law;

Lease means the lease of the Living Area held by the Association;

Living Area means the land described in Item 1 of the Schedule;

Municipal Services Provider means a person who provides municipal services in the Living Area;

National Indigenous Housing Guide means the National Indigenous Housing Guide developed by the Department of Families, Housing, Community Services and Indigenous Affairs;

Outgoings means all existing and future amounts (including rates, duties and taxes):

(a) which are properly imposed, charged or levied under statute or by a Government Agency on the Association, the EDTL or the Territory; or

(b) which a Government Agency properly requires the Association, the EDTL or the Territory to spend,

and which are:

(c) paid or payable by the Association, the EDTL or the Territory during a Housing Management Agreement Year;

(d) in relation to the Land or Improvements on or attached to the Land; and

either capital or non-capital in nature;

Permitted Use has the meaning given to that term in clause 12.1;

Personal Injury includes:

(a) bodily injury, death, sickness, disease, disability, shock, fright, mental anguish or mental injury including the resultant loss of consortium or services at any time;

(b) false arrest, detention, false imprisonment, discrimination, malicious prosecution or humiliation, or breach of confidentiality;

(c) wrongful entry or wrongful eviction or other invasion of the right to private occupancy; and

(d) assault and/or battery not intentionally committed by or at the discretion of the insured unless so directed for the purpose of preventing or eliminating danger to property or persons;

Planning Scheme means any planning scheme under any applicable Law setting the framework for planning the use, development and protection of the Land or any part of the Land;

Viewed at 09:11:39 on 23/11/2016 by 32GPL.

Postal Service means the delivery of mail to residents of the Living Area;

Postal Service Provider means a person who provides a Postal Service to the Living Area;

Preliminary Housing Management Agreement Year means the period starting on the Commencement Date and ending on the following 30 June;

Registered Interest means any interest registered on the certificate of title referred to in Item 1 of the Schedule immediately before the Commencement Date other than the Sublease;

Related Entity has the meaning given to that term in the Corporations Act;

Requirement means any lawful present or future notices, orders, directions, requirements, statutes, ordinances, proclamations, regulations, schemes, permits, by-laws or other regulatory requirements affecting or relating to the Land or the use of the Land, irrespective of whether the Requirement is addressed to the Territory, the EDTL, the Association or any other person;

Right of Occupation has the same meaning given to that term in the Sublease;

Schedule means the schedule to this Housing Management Agreement;

Services means all utilities and services on or connected to the Land including water, gas, electricity, lighting, sanitation, drainage, stormwater, communication and telecommunication systems and includes all wires, cables, pipes, ducts, conduits, tanks, electrical and mechanical plant and all other ancillary or associated parts and accessories;

Services Provider means a person who provides Services in the Living Area;

Services Provider's Right of Occupation has the same meaning given to that term in the Sublease;

Sublease means the sublease of the Living Area granted to the EDTL;

Tangentyere Council means Tangentyere Council Incorporated Registration No. 00591C (N.T.);

Tenancy Agreement means a tenancy agreement granted by the Territory for residential purposes pursuant to clause 9;

Tenant means any person who has a Tenancy Agreement with the Territory;

Tenant's Right of Occupation has the same meaning given to that term in the Sublease;

Term has the meaning given to that term in clause 2.1(a);

Termination Event means:

(a) the occurrence of an Insolvency Event; or

(b) a fundamental breach of this Housing Management Agreement (including the failure to comply with clause 12.1);

Viewed at 09:11:39 on 23/11/2016 by 32GPL.

Territory's Improvements means all Improvements erected on or attached to the Land by:

(a) the Territory;

(b) any Tenant;

(c) any Land Underlessee; or

(d) any Land Licensee;

after the Commencement Date;

Territory's Percentage means the same percentage as the Land bears to the area of the Living Area to which an Outgoing applies, as determined by the EDTL and notified to the Territory;

Territory's Services means all Services installed in or on the Land by:

(a) the Territory;

(b) any Tenant;

(c) any Land Underlessee; or

(d) any Land Licensee;

after the Commencement Date;

Third Party means a party other than a Party to this Housing Management Agreement;

Works includes any change to the natural or existing condition or topography of the land including the removal, destruction or lopping of trees and the removal of vegetation or topsoil.

1.2 Interpretation

In this Housing Management Agreement, unless the context requires otherwise:

(a) the singular (including the singular of defined terms) includes the plural and vice versa;

(b) reference to a right includes a remedy, authority or power;

(c) the headings are used for convenience only and do not affect the interpretation of this Housing Management Agreement;

(d) as far as possible all provisions must be construed so as not to be invalid, illegal or unenforceable;

(e) wherever "include" or any form of that word is used, it must be construed as if it were followed by "(without being limited to)";

(f) reference to a thing is a reference to all or part of that thing;

Viewed at 09:11:39 on 23/11/2016 by 32GPL.

(g) unless the context requires or is otherwise stated in this Housing Management Agreement, a Party's obligations must be performed at that Party's own cost;

(h) a gender includes the other genders;

(i) other grammatical forms of defined words or expressions have corresponding meanings;

(j) a reference to a document includes the document as modified from time to time and any document replacing it;

(k) if something is to be or may be done on a day that is not a Business Day then it must be done on the next Business Day;

(l) the word "person" includes a natural person and any body or entity whether incorporated or not;

(m) the word "month" means calendar month and the word "year" means 12 months;

(n) the words "in writing" include any communication sent by letter, facsimile transmission or email or any other form of communication capable of being read by the recipient;

(o) a reference to all or any part of a statute, rule, regulation or ordinance (**statute**) includes that statute as amended, consolidated, re-enacted or replaced from time to time;

(p) a reference to a party includes a reference to the party's respective successors and permitted assigns;

(q) money amounts are stated in Australian currency unless otherwise specified;

(r) a reference to any agency or body, if that agency or body ceases to exist or is reconstituted, renamed or replaced or has its powers or functions removed (**defunct body**), means the agency or body which performs most closely the functions of the defunct body;

(s) reference in this Housing Management Agreement to a Tenant or a person who has a Tenancy Agreement with the Territory is, where the Tenant has granted a further estate or interest in the relevant area of the Land or has granted a further licence in the relevant area of the Land, to be taken to include a reference to any person claiming an estate or interest in land through such Tenant, or a licensee or sublicensee of the Tenant, or any person claiming a licence through such Tenant;

(t) reference in this Housing Management Agreement to a Land Underlessee or the holder of a Land Underlease is, where the Land Underlessee has granted a further estate or interest in the relevant area of the Land, to be taken to include a reference to such an underlessee or any person claiming an estate or interest in land through such Land Underlessee, or a licensee of the Land Underlessee, or any person claiming a licence through such Land Underlessee; and

(u) reference in this Housing Management Agreement to a Land Licensee or the holder of a Land Licence is, where the Land Licensee has granted a

Viewed at 09:11:39 on 23/11/2016 by 32GPL.

further licence in the relevant area of the Land, to be taken to include a reference to any such sublicensee or any person claiming a licence in land through such Land Licensee.

This Housing Management Agreement operates as a deed.

1.3 Good faith

The Parties must act reasonably and in good faith in performing their respective obligations under this Housing Management Agreement.

1.4 Survival

In addition to this clause 1, the following clauses survive the expiration or earlier determination of this Housing Management Agreement: clauses 13, 14, 17, 18, 20, 21 and 22.

2. Housing Management Agreement and Reservations

2.1 Grant of Housing Management Agreement

(a) The EDTL grants to the Territory an underlease of the Land, subject to and concurrent with any Registered Interests and any Rights of Occupation, commencing on the Commencement Date, for a term of 3 years (**Term**).

(b) The Territory accepts the grant of an underlease of the Land upon these terms and otherwise subject to the provisions of this Housing Management Agreement.

(c) For the avoidance of doubt, the underlease of the Land includes an underlease of all Existing Improvements and Existing Services.

2.2 Reservations in respect of adjoining sites

(a) Subject to clauses 2.2(b) to 2.2(d), the Territory acknowledges that for the purpose of the EDTL providing Services to, on, over, through or under the Living Area, the EDTL may:

(i) install, maintain, use, repair, alter and replace pipes, ducts, conduits, cables, wires and poles through, on, over and under the Land;

(ii) hang cables and wires from the poles referred to in paragraph (i);

(iii) pass and run Services though the pipes, ducts, conduits, cables and wires; and

(iv) for the purpose of exercising its rights under paragraphs (i), (ii) or (iii) above, grant licences within the Land to, or enter into agreements with any Government Agency or providers of Services.

(b) The EDTL must give the Territory not less than 14 days notice that the EDTL proposes to undertake any Works or grant any licences in exercise of its rights under this clause 2.2, except in the case of an emergency when no such notice is required.

Viewed at 09:11:39 on 23/11/2016 by 32GPL.

(c) If the EDTL gives the Territory notice under clause 2.2(b), the EDTL must ensure, as far as reasonably practicable, that the EDTL puts arrangements and procedures in place to minimise any disruption to the Territory's use of the Land for the Permitted Use during the undertaking of the Works.

(d) If the EDTL gives the Territory notice under clause 2.2(b), the Territory must:

(i) assist the EDTL in ensuring, as far as reasonably practicable, that arrangements and procedures are put in place by the EDTL and the Territory to minimise any disruption of the Territory's use of the Land for or in connection with the Permitted Use during the undertaking of the Works;

(ii) implement, as far as reasonably practicable, appropriate work practices during the undertaking of the Works to assist the EDTL in completing the Works in a timely and cost efficient manner;

(iii) give the EDTL access to the Land when required by the EDTL for the purpose of undertaking the Works; and

(iv) use best endeavours to mitigate any loss or damage suffered by the Territory as a result of the Works.

2.3 Other Reservations

The Territory acknowledges that the Lease contains reservations to the Northern Territory and that this Housing Management Agreement is subject to those reservations.

2.4 Rent from Tenants

For the purposes of clause 7.2(b) of the Sublease, the Parties agree that any money in the nature of rent, licence fees or other monies payable to a Housing Authority or the EDTL under or in connection with the Tenant's Right of Occupation is payable to the Territory from the Commencement Date.

3. Mutual agreements and declarations

The Parties mutually agree and declare that:

(a) the EDTL may enter into an underlease pursuant to the Sublease and section 20C of the Land Rights Act and exercise all the powers of an underlessor under this Housing Management Agreement; and

(b) the Territory may enter into an underlease and exercise all the powers of an underlessee under this Housing Management Agreement including entering into Tenancy Agreements and granting Land Underleases and Land Licences.

4. Implied covenants

The covenants, powers and provisions implied in leases under any relevant legislation are hereby expressly excluded except to the extent that they are expressly embodied in this Housing Management Agreement or to the extent only that it would be unlawful to exclude any such covenant, power or provision.

Viewed at 09:11:39 on 23/11/2016 by 32GPL.

5. Housing Management Agreement Payment

5.1 Housing Management Agreement Payment

(a) The Territory must pay the EDTL $1 if demanded by the EDTL (**Housing Management Agreement Payment**).

(b) The Territory must pay the Housing Management Agreement Payment within 30 Business Days of receiving notice of a demand by the EDTL.

6. Services Providers

The Parties agree that they will use their best endeavours to negotiate (for a reasonable period of time) an agreement with Services Providers relating to Services, including giving any rights of access and other interests required to facilitate the provision of the Services, as each party considers appropriate. An agreement with a Services Provider may modify, replace or override the terms of a Services Provider's Right of Occupation.

7. Access

7.1 General

(a) The Parties undertake that they will do all things reasonably necessary to enable the Territory to enjoy and exercise its rights, title and interests under this Housing Management Agreement.

(b) Subject to the terms of this Housing Management Agreement, the Parties undertake that they will do all things reasonably necessary to enable Tenants, Land Underlessees, Land Licensees and persons holding Rights of Occupation to enjoy and exercise their rights, title and other interests under their Tenancy Agreements, Land Underleases, Land Licences and Rights of Occupation.

(c) The Parties undertake that they will do all things reasonably necessary to enable persons to enter the Land to conduct their legitimate business in or on the Land, but so that any such access shall not interfere with the enjoyment and exercise of the rights, title and other interests of Tenants, Land Underlessees, Land Licensees and persons holding Rights of Occupation.

(d) Without limiting clause 7.1(c), the Parties undertake that they will do all things reasonably necessary to enable:

(i) a person to enter the Land (at reasonable times) to provide a Community Service in or on the Land;

(ii) Tangentyere Council to enter the Land (at reasonable times) to complete the initial upgrade works in or on the Land in accordance with the funding agreement between Tangentyere Council and the Territory dated 5 September 2008;

(iii) a Municipal Services Provider to enter the Land (at reasonable times) to provide municipal services in or on the Land; and

(iv) a Postal Service Provider to enter the Land (at reasonable times) to provide a Postal Service in or on the Land,

Viewed at 09:11:39 on 23/11/2016 by 32GPL.

but so that any such access shall not interfere with the enjoyment and exercise of the rights, title and other interests of Tenants, Land Underlessees, Land Licensees and persons holding Rights of Occupation.

7.2 Association's right of access

(a) The Territory acknowledges that the Association may so often as it reasonably requires (at reasonable times and on reasonable notice) enter the Land to make reasonable investigations as the Association may deem necessary for the purpose of ascertaining whether or not there has been any breach of any of the terms, covenants or conditions expressed or implied in the Sublease.

(b) Nothing in this clause 7.2 permits the Association to enter an individual housing lot unless such entry is in accordance with:

(i) a Law;

(ii) the terms or conditions of the relevant lease, licence, Right of Occupation, statutory occupation right or other occupancy right granted to the tenant for the purpose of residential housing; or

(iii) with the consent of the person who holds the relevant lease, licence, Right of Occupation, statutory occupation right or other occupancy right granted to the tenant for the purpose of residential housing.

7.3 EDTL's right of access

(a) The EDTL may so often as it reasonably requires (at reasonable times and on reasonable notice) enter the Land to make reasonable investigations as the EDTL may deem necessary for the purpose of ascertaining whether or not there has been any breach of any of the terms, covenants or conditions expressed or implied in this Housing Management Agreement, but only if the EDTL suspects, on reasonable grounds, that the Territory has breached a term of this Housing Management Agreement.

(b) Nothing in this clause 7.3 permits the EDTL to enter an individual housing lot unless such entry is in accordance with:

(i) a Law;

(ii) the terms or conditions of the relevant lease, licence, Right of Occupation, statutory occupation right or other occupancy right granted to the tenant for the purpose of residential housing; or

(iii) with the consent of the person who holds the relevant lease, licence, Right of Occupation, statutory occupation right or other occupancy right granted to the tenant for the purpose of residential housing.

Viewed at 09:11:39 on 23/11/2016 by 32GPL.

8. Improvements

8.1 Existing Improvements

(a) Existing Improvements subject to a Registered Interest will remain subject to the terms of that Registered Interest, for the period of the Registered Interest.

(b) Existing Improvements subject to a Right of Occupation are included in that Right of Occupation, for the period of that Right of Occupation.

(c) Subject to clauses 8.1(a) and 8.1(b), all Existing Improvements are leased to the EDTL under the Sublease, and are the subject of this Housing Management Agreement.

8.2 Maintenance of Existing Improvements

(a) Subject to clauses 8.2(b) and 8.2(c), the Territory will be under no obligation under this Housing Management Agreement to maintain, repair or replace any Existing Improvements, or to compensate the Association, the EDTL or any other person for damage to or destruction of Existing Improvements.

(b) If the Sublease requires the EDTL to maintain, repair or replace any Existing Improvements, the Territory must maintain, repair or replace those Existing Improvements.

(c) If the Territory upgrades any Existing Improvements, the Territory must maintain, repair and replace those Existing Improvements.

(d) The Territory may alter, remove or demolish the Existing Improvements.

8.3 EDTL's Rights in respect of Existing Improvements

(a) The EDTL reserves the right to carry out any Works in respect of the Existing Improvements that may be required to comply with any applicable Law, Planning Scheme, Requirement or the Sublease which are not the responsibility of the Territory or which are the responsibility of the Territory but with which the Territory fails to comply (provided that, in the case of a failure to comply by the Territory, the EDTL has given the Territory written notice of any such failure to comply and the Territory has not remedied its failure to comply within the time period specified in the notice, such time period to be reasonable taking into account the nature of the Works).

(b) The EDTL may exercise its rights under clause 8.3(a):

(i) on giving prior reasonable written notice (except in the case of an emergency when no notice will be required);

(ii) at reasonable times (and in accordance with the requirements in clause 7.3(b)) ; and

(iii) if reasonably required by the Territory, accompanied by a person appointed by the Territory.

Viewed at 09:11:39 on 23/11/2016 by 32GPL.

(c) The Territory must pay to the EDTL on demand all reasonable charges for all Works carried out by the EDTL under clause 8.3(a) in circumstances where the Territory is obliged to carry out the Works under this Housing Management Agreement but has failed to do so.

8.4 Association's Rights in respect of Existing Improvements

The Territory acknowledges that:

(a) the Association has the right to carry out any Works in respect of the Existing Improvements that may be required to comply with any applicable Law, Planning Scheme or Requirement which are not the responsibility of the EDTL or which are the responsibility of the EDTL under the Sublease but with which the EDTL fails to comply; and

(b) the Association may exercise its rights under clause 8.4(a):

(i) on giving prior reasonable written notice to the EDTL (except in the case of an emergency when no notice will be required);

(ii) at reasonable times; and

(iii) if reasonably required by the EDTL, accompanied by a person appointed by the EDTL.

8.5 Territory's Improvements

(a) Subject to the Law, the Planning Scheme and the terms of this Housing Management Agreement, the Territory may erect, install, alter, remove, refurbish and demolish the Territory's Improvements and the Territory's Services in, on or under the Land provided that any upgrades or Construction of houses are in accordance with the Building Code and have regard to the Environmental Health Standards and the National Indigenous Housing Guide.

(b) During the Term, all the Territory's Improvements and the Territory's Services will remain the property of the Territory.

(c) The Territory must maintain, repair and replace the Territory's Improvements and the Territory's Services.

8.6 Ownership of Improvements at the end of the Housing Management Agreement

(a) At the expiry or sooner determination of this Housing Management Agreement, all Improvements and Services (including the Territory's Improvements and the Territory's Services) will, as between the EDTL and the Territory, subject to any continuing Registered Interest referred to in clause 8.1(a), any continuing Right of Occupation referred to in clause 8.1(b) and any other relevant continuing right, title or other interest, be the property of the EDTL in consideration of the sum of $1, if demanded by the Territory.

(b) Subject to any agreements in writing between the EDTL and the Territory, the EDTL will not be required to further compensate the Territory for the transfer of the Improvements.

Viewed at 09:11:39 on 23/11/2016 by 32GPL.

(c) The Territory undertakes to do all things necessary, including procuring the agreement and cooperation of any Tenants, Land Underlessees and Land Licensees, to enable the EDTL to enjoy and exercise its rights and interests under this clause 8.6.

9. Tenancy Agreements, Land Underleases and Land Licences

9.1 Tenancy Agreements (Residential)

(a) Subject to the provisions of this clause 9, the EDTL acknowledges that the Territory may grant a Tenancy Agreement provided that the Territory:

(i) ensures that the term of any Tenancy Agreement (including any options) does not exceed the balance of the Term then remaining less 1 day;

(ii) ensures that the Tenancy Agreement is granted in accordance with the requirements of this Housing Management Agreement.

(b) The Territory must use its best endeavours to facilitate the grant of a Tenancy Agreement with all natural persons holding a Tenant's Right of Occupation.

(c) Subject to the terms and conditions of the Tenant's Right of Occupation, the Territory may terminate a Tenant's Right of Occupation provided it has complied with clause 9.1(b).

(d) The Territory must Consult with the Association in relation to housing and tenancy management policies and procedures (at intervals not less than every 6 months), as they relate to the Living Area.

9.2 Grant of Land Underlease

Subject to the EDTL's prior written consent, the Territory may grant a Land Underlease provided that the Territory ensures that:

(a) the term of any Land Underlease (including any options) does not exceed the balance of the Term then remaining less 1 day;

(b) subject to clause 20.3, the Land Underlease expires automatically upon expiration or early determination of this Housing Management Agreement; and

(c) the Land Underlease is granted in accordance with the requirements of this Housing Management Agreement.

9.3 Grant of Land Licence

Subject to the EDTL's prior written consent, the Territory may grant Land Licences provided that the Territory ensures that:

(a) the term of any Land Licence (including options) does not exceed the balance of the Term then remaining less 1 day;

Viewed at 09:11:39 on 23/11/2016 by 32GPL.

(b) subject to clause 20.3 the Land Licence expires automatically upon expiration or early determination of this Housing Management Agreement; and

(c) the Land Licence is granted in accordance with the requirements of this Housing Management Agreement.

9.4 Special condition in relation to underleases to a Territory Entity

(a) For the purposes of this clause 9.4, **Territory Entity** means:

(i) The Chief Executive Officer (Housing);

(ii) The Alice Springs Town Council constituted under the *Local Government Act* (NT); and

(iii) The Power and Water Corporation being a 'Government owned corporation' under the *Government Owned Corporation Act 2001* (NT); or

(iv) a 'Government owned corporation' under the *Government Owned Corporation Act 2001* (NT).

(b) Subject to the requirements of the Lease, the Territory does not require the EDTL's prior written consent for a Land Underlease or a Land Licence to a Territory Entity (except in relation to Community Land).

9.5 No release of liability

(a) The Territory acknowledges that the entry into a Tenancy Agreement or the granting of a Land Underlease or Land Licence pursuant to this clause 9 will not release the Territory from any of its obligations or liabilities under this Housing Management Agreement.

(b) Any act or omission by a Tenant or an invitee of a Tenant that would constitute a breach of this Housing Management Agreement if committed by the Territory is, for the purposes of this Housing Management Agreement, deemed not to be a breach of this Housing Management Agreement.

9.6 Community Land

(a) The Parties acknowledge that under the terms of the Sublease the EDTL may grant the Association an underlease of Community Land.

(b) The Parties further acknowledge that in order for the EDTL to grant an underlease of Community Land to the Association, the relevant area of Community Land will need to be surrendered from this Housing Management Agreement to the extent that it forms part of the Land under this Housing Management Agreement.

(c) For the purposes of this clause 9.6 and if requested by the EDTL, the Territory must execute any document (in a form acceptable to both parties, acting reasonably) required to facilitate the surrender of part of the Land to enable the grant of an underlease of Community Land to the Association.

Viewed at 09:11:39 on 23/11/2016 by 32GPL.

(d) The EDTL will consult with the Territory prior to making a request under clause 9.6(c).

10. Rates, Taxes and Charges

10.1 Outgoings

(a) The Territory must pay on time any Outgoing (or in the Preliminary Housing Management Agreement Year or Final Housing Management Agreement Year, the appropriate part of any Outgoing) whether issued against the Association, the EDTL or the Territory.

(b) Where any Outgoing is issued against the EDTL, the EDTL must give the Territory a copy of the invoice in respect of that Outgoing within 7 Business Days of receiving the invoice.

(c) Where any Outgoing is assessed against the Association and the Association provides a copy of the invoice in respect of that Outgoing to the EDTL, the EDTL must give the Territory a copy of the invoice within 7 Business Days of receiving the invoice from the Association.

(d) The Territory must pay the amounts under this clause 10.1 direct to any Government Agency or other person imposing the charge.

(e) If the Land is not separately assessed for an Outgoing, the Territory must pay the Territory's Percentage of the Outgoing to the EDTL within 7 Business Days of demand.

(f) The Territory must give the EDTL receipts for any Outgoings paid by the Territory upon request by the EDTL.

10.2 Charges for Services

(a) The EDTL is not liable for:

(i) the cost of any Services supplied, metered, consumed or connected to the Land except where the Services are for the benefit of the EDTL; or

(ii) the cost of installing separate meters for any Services capable of being separately metered.

(b) The Territory must pay on time any amounts charged or levied directly upon the Association or the EDTL relating to the use or supply of Services (except where the Services are for the benefit of the Association or the EDTL) direct to any Government Agency or other person imposing the charge.

10.3 Stamp duty

(a) For the avoidance of doubt, the Territory must pay any stamp duty assessed on this Housing Management Agreement.

Viewed at 09:11:39 on 23/11/2016 by 32GPL.

11. GST

(a) Unless otherwise indicated, all consideration for any supply made under this Housing Management Agreement is exclusive of any GST imposed on the supply.

(b) Subject to this clause 11, if one party (**supplier**) makes a taxable supply under this Housing Management Agreement to the other party (**recipient**), the recipient on receipt of a tax invoice from the supplier must pay without setoff an additional amount to the supplier equal to the GST imposed on the supply in question.

(c) No party may claim or retain from another party any amount in relation to a supply made under this Housing Management Agreement for which the first party can obtain an input tax credit or decreasing adjustment.

12. Use of Land

12.1 Permitted Use

The Territory must only use, and permit the use of, the Land:

(a) consistent with the purpose of the Lease; and

(b) for the purpose of the provision of community or public housing services and related Infrastructure (and all purposes incidental thereto)

(**Permitted Use**). At the Commencement Date the purpose of the Lease is Aboriginal Communal Living.

12.2 Compliance with Laws and Planning Scheme

The Territory must comply with all Laws and any Planning Scheme which affect or relate to the Land and the use or occupation of the Land and its Improvements regardless of whether the Law or Planning Scheme requires any, or any combination, of the Territory, the EDTL and the Association or any Third Party to take action, except to the extent that such compliance requires the Territory to undertake structural alterations or additions to Existing Improvements, unless such structural alterations or additions are occasioned or required by reason of:

(a) the nature of the particular business conducted by the Territory in or on the Land; or

(b) any negligence or default of the EDTL.

12.3 Compliance with Lease

(a) If the Lease or Sublease (including clause 17 (Use of Living Area) of the Sublease) restricts or places conditions on any Development, the Territory must comply with those restrictions and conditions as if they were restrictions or conditions under this Housing Management Agreement.

(b) If the Lease places any obligations on the Association, the Territory must comply with those obligations as if they were obligations under this Housing Management Agreement.

Viewed at 09:11:39 on 23/11/2016 by 32GPL.

(c) Clause 12.3(b) does not apply to any obligations in the Lease that require the Association to pay rent or other monies except as otherwise expressly provided in this Housing Management Agreement.

12.4 Compliance with notices

The Territory must comply with all notices, orders and directions issued or given by a Government Agency which affect or relate to the Land or the use or occupation of the Land regardless of whether the notice, order or direction is addressed to or requires compliance by any, or any combination, of the Territory, the EDTL and the Association or any Third Party except:

(a) to the extent that the Association or EDTL is required to comply with any Law; or

(b) to the extent that compliance with the obligation in this clause 12.4 requires the Territory to undertake structural alterations or additions to Existing Improvements, unless such structural alterations or additions are occasioned or required by reason of:

(i) the nature of the particular business conducted by the Territory in or on the Land; or

(ii) any negligence or default of the Territory.

12.5 Notices

A Party which receives a notice, order or direction from a Government Agency which affects or relates to the Land or the use or occupation of the Land must promptly give a copy of that notice, order or direction to the other Parties.

12.6 Roads

The Parties acknowledge that the general Laws of the Northern Territory, or a local government body of the Northern Territory, in relation to the use of public roads should apply to all roads in the Living Area generally used by the occupants of the Living Area, and will make no objection or claim to compensation if those Laws do apply.

13. The Territory's release

13.1 Risk

The Territory:

(a) uses and occupies the Land;

(b) uses the Existing Improvements; and

(c) uses all Services,

at the Territory's own risk.

Viewed at 09:11:39 on 23/11/2016 by 32GPL.

13.2 The Territory releases the EDTL

(a) The Territory releases the EDTL and the EDTL's Agents to the full extent permitted by Law from all claims, liabilities, actions, suits, demands, costs and expenses of every kind resulting from any:

(i) loss of or damage to any property in the Land;

(ii) death or injury of any person occurring on any part of the Land;

(iii) act or omission of the EDTL or the EDTL's Agents in the Land; and

(iv) failure of any of the Services.

(b) The Territory releases and forever discharges the EDTL from any and all liability arising from any disruption to the Territory's use of the Land arising from Works validly undertaken pursuant to clauses 2.2, 8.3(a) and 8.4 including but not limited to any claim for the EDTL's breach of the covenant of quiet enjoyment.

(c) This release will not apply to the extent that any claim, liability, action, suit, demand, cost or expense is caused directly by a deliberate or negligent act or omission of the EDTL or the EDTL's Agents or a breach of the Housing Management Agreement by the EDTL.

14. Insurance

14.1 Obligation to insure the Improvements

The Territory must effect and maintain insurance to cover the Improvements:

(a) against loss destruction or damage for not less than $10,000,000 for any one occurrence; and

(b) with cover which extends to include claim contingencies covering removal of debris or demolition costs and professional fees of not less than $2,000,000 for any one occurrence.

14.2 Obligation to insure for public liability

The Territory must effect and maintain insurance with a limit of not less than $20,000,000 for any one occurrence to cover:

(a) Personal Injury; and

(b) loss destruction or damage to any property.

14.3 Periods of insurance

The insurances referred to in this clause 14 must be:

(a) in force at the Commencement Date;

(b) maintained effective until the expiration or earlier determination of this Housing Management Agreement;

Viewed at 09:11:39 on 23/11/2016 by 32GPL.

(c) maintained for the whole of the Land for the duration of the Territory's occupation of the Land; and

(d) with an insurer approved by the EDTL.

14.4 Insurers and policies

(a) The Territory must:

(i) not alter any insurance policy required under this clause 14 during the Term to the extent such alteration results in the insurance not complying with this clause 14; and

(ii) give immediate notice to the EDTL of any cancellation of any policy.

(b) The EDTL reserves the right to require the Territory to effect and maintain additional insurance or to increase the amount of existing insurance from time to time during the Term where a reasonable requirement to do so can be demonstrated and such insurance is available in the commercial insurance market on commercially reasonable terms and conditions.

(c) All policies of insurance must note the interest of the EDTL.

14.5 The Territory to satisfy itself

The Territory must take responsibility itself for deciding whether to insure any risks which have not been covered by the policies referred to in this clause 14 or to cover any exclusions, conditions or excesses in the policies which it may wish to insure against or cover.

14.6 Insurance policies to waive rights of subrogation

The Territory must ensure that each policy of insurance effected and maintained pursuant to this clause 14 provides that the insurer waives all rights remedies or relief to which it might become entitled by way of subrogation to the Territory as against the EDTL and any successors.

14.7 No limitation

This clause 14 does not detract from any of the Territory's obligations under this Housing Management Agreement.

14.8 Association to prove currency of insurance

The Territory must produce to the EDTL, if required by the EDTL, reasonable proof of the currency of any of the insurances required by this clause 14.

14.9 The Territory's insurance

(a) The Territory confirms that it is a self-insured entity and will remain so for the Term.

(b) The EDTL acknowledges that while the Territory remains self-insured it is not obliged to take out separate policies of insurance to satisfy its obligations under this clause 14.

Viewed at 09:11:39 on 23/11/2016 by 32GPL.

15. Reinstatement

15.1 No obligation to reinstate

Subject to clause 8, neither the EDTL or the Territory has any obligation to reinstate the Land if at any time during the Term any part of the Land is wholly or partly damaged or destroyed or becomes unfit for, or incapable of use or occupation.

15.2 No right to damages

The Territory will not have any right, action or claim for loss, damage or compensation against the EDTL or the EDTL's Agents as a result of damage to or destruction of any part of the Land except to the extent that the damage or destruction is caused or contributed to by a wilful or negligent act or omission of the EDTL or the EDTL's Agents.

16. EDTL's obligations

16.1 Quiet enjoyment

In consideration for the Territory complying with this Housing Management Agreement, the Territory may, subject to any Registered Interest or Right of Occupation, peaceably hold and quietly enjoy the Land during the Term without disturbance or interruption from or by the EDTL or any other person or persons claiming under the EDTL during the Term.

16.2 Produce certificates

The EDTL will procure the production of all necessary certificates as to title upon demand by the Territory to facilitate the registration of this Housing Management Agreement, any Land Underlease and any Land Licence granted by the Territory or any transfer, variation, mortgage, underlease, surrender or other dealing with or involving a Land Underlease or Land Licence.

17. Default

17.1 Occurrence of Default Event

If a Default Event occurs the EDTL may give the Territory a notice in writing:

(a) specifying that a Default Event has occurred;

(b) setting out reasonable details of the event or circumstance constituting the Default Event; and

(c) in the case of a Default Event other than a Financial Default, specifying the Cure Period.

17.2 Financial Default

(a) If the Territory commits a Financial Default and fails to remedy the breach within 40 Business Days after receiving the Default Notice, the EDTL may terminate this Housing Management Agreement 40 Business Days after giving notice of intention to terminate to the Territory subject to clause 17.2(b).

Viewed at 09:11:39 on 23/11/2016 by 32GPL.

(b) The EDTL may not give written notice of intention to terminate to the Territory until it has exhausted the procedures in clause 21.

17.3 Remedies for other Default Events

(a) If the Territory commits a Default Event, other than a Financial Default, then within 20 Business Days of receipt of the Default Notice, the Territory must provide to the EDTL a Cure Plan in respect of that Default Event. The EDTL must not unreasonably refuse a request by the Territory for an extension of time to prepare the Cure Plan.

(b) Following receipt of a Default Notice, the Territory will be permitted to cure the Default Event within the Cure Period and, if applicable, in accordance with the Cure Plan.

(c) If the Territory requires an extension to the Cure Period it may, not later than the expiration of the current Cure Period, provide to the EDTL:

(i) a revised Cure Plan; and

(ii) evidence that:

(A) the Territory has diligently pursued and is continuing to diligently pursue a feasible and practicable programme of rectification; and

(B) the Default Event cannot be (or could not have been), with reasonable diligence, cured within the current Cure Period.

(d) The EDTL must not unreasonably refuse to grant an extension of the Cure Period.

(e) The provisions of this clause 17.3 do not limit or reduce the rights of the EDTL to claim damages for breach of this Housing Management Agreement.

17.4 Remedies for Termination Event

(a) If a Termination Event occurs, then the EDTL will be entitled to:

(i) terminate this Housing Management Agreement 40 Business Days after service of written notice of intention to terminate to the Territory subject to clause 17.4(b); and

(ii) exercise all legal and equitable rights and remedies available to the EDTL (whether under this Housing Management Agreement or otherwise).

(b) If the Termination Event that occurs falls within the scope of paragraph (b) of the definition in clause 1.1 (that is, a fundamental breach of this Housing Management Agreement) and is capable of being remedied, the EDTL may not terminate this Housing Management Agreement if the EDTL, acting reasonably, is satisfied that such breach has been remedied by the Territory prior to the expiration of the notice period specified in clause 17.4(a)(i).

Viewed at 09:11:39 on 23/11/2016 by 32GPL.

17.5 Waiver

If this Housing Management Agreement, or the Territory's right to occupy the Land is terminated for any reason, the Territory waives any rights it might otherwise have to pursue a claim of restitution of any kind including, without limitation, a claim of unjust enrichment.

17.6 Consequences of termination

Upon termination of this Housing Management Agreement, or the Territory's right to occupy the Land (whether through default or expiry or otherwise), the rights and obligations of the Parties will cease except for:

(a) any obligations arising or rights accrued as a result of an existing breach of this Housing Management Agreement; and

(b) any obligations which are expressed to continue in accordance with the terms of this Housing Management Agreement.

18. Overholding

If the Territory remains in occupation of the Land without objection by the EDTL following the expiration or earlier determination of this Housing Management Agreement, then:

(a) the Territory will be deemed to be a monthly tenant upon the same terms and conditions as are contained in this Housing Management Agreement so far as they are applicable to such a tenancy; and

(b) such a tenancy will be determinable by either Party on 1 month's prior written notice.

19. Housing Management Agreement ends if Sublease ends

This Housing Management Agreement will automatically end if the Sublease ends for any reason and this Housing Management Agreement is not novated or assigned pursuant to clause 26.3 of the Sublease. If this Housing Management Agreement ends under this clause, this does not affect rights that arise before, or because of, the ending of this Housing Management Agreement.

20. Obligations on expiration or termination

20.1 Return of Land

The Territory must return the Land to the EDTL at the expiration, surrender or earlier determination of the Territory's occupancy of the Land in a condition consistent with its obligations under this Housing Management Agreement.

20.2 Novation of agreements

(a) Subject to clause 20.3, upon the expiration or earlier determination of this Housing Management Agreement the Territory must, upon the request of the EDTL, use all reasonable endeavours to novate or assign to the EDTL or the EDTL's nominee without payment:

Viewed at 09:11:39 on 23/11/2016 by 32GPL.

(i) any service or maintenance agreement relating to the Land, Improvements or Services (or any part of it) or the benefit of any such agreement; and

(ii) any other agreement solely relating to the Land (or any part of it) or the benefit of any such agreement.

(b) Nothing in this clause 20.2 requires the EDTL to request the novation or assignment of any agreement.

20.3 Novation of Tenancy Agreements, Land Underleases and Land Licences

Prior to or upon the early determination of this Housing Management Agreement:

(a) the Territory must use all reasonable endeavours to novate or assign all Tenancy Agreements, Land Underleases and Land Licences to the EDTL; and

(b) the EDTL must use all reasonable endeavours to enable the Territory to novate or assign all Tenancy Agreements, Land Underleases and Land Licences to the EDTL.

21. Dispute resolution

21.1 Procedure to resolve disputes

If there is a dispute between the Parties relating to or arising out of this Housing Management Agreement, the Parties must use reasonable endeavours acting in good faith to settle the dispute as soon as practicable.

21.2 Continue to perform

Notwithstanding the existence of a dispute, each Party must continue to perform its obligations under this Housing Management Agreement.

22. General

22.1 Amendments

The Parties may from time to time by agreement in writing, amend or vary the provisions of this Housing Management Agreement.

22.2 Nature of obligations

(a) Any provision in this Housing Management Agreement which binds more than one person binds all of those persons jointly and each of them severally.

(b) Each obligation imposed on a Party by this Housing Management Agreement in favour of another is a separate obligation.

22.3 Entire understanding

(a) This Housing Management Agreement contains the entire understanding between the Parties concerning the subject matter of the Housing

Viewed at 09:11:39 on 23/11/2016 by 32GPL.

Management Agreement and supersedes all prior communications between the Parties.

(b) Each Party acknowledges that, except as expressly stated in this Housing Management Agreement, that Party has not relied on any representation, warranty or undertaking of any kind made by or on behalf of the other Party in relation to the subject matter of this Housing Management Agreement.

22.4 No adverse construction

This Housing Management Agreement is not to be construed to the disadvantage of a Party because that Party was responsible for its preparation.

22.5 Further assurances

A Party, at its own expense and within a reasonable time of being requested by another Party to do so, must do all things and execute all documents that are reasonably necessary to give full effect to this Housing Management Agreement.

22.6 No waiver

(a) A failure, delay, relaxation or indulgence by a Party in exercising any power or right conferred on the Party by this Housing Management Agreement does not operate as a waiver of the power or right.

(b) A single or partial exercise of the power or right does not preclude a further exercise of it or the exercise of any other power or right under this Housing Management Agreement.

(c) A waiver of a breach does not operate as a waiver of any other breach.

22.7 Severability

If any provision of this Housing Management Agreement is void, voidable by any party, unenforceable or illegal, it shall be read down so as to be valid and enforceable or if it can not be so read down, the provision (or where possible the offending words), shall be severed from this Housing Management Agreement without affecting the validity, legality or enforceability of the remaining provisions (or parts of those provisions) of this Housing Management Agreement which will continue in full force and effect.

22.8 Successors and assigns

This Housing Management Agreement binds and benefits the Parties and their respective successors and permitted assigns under clause 22.9.

22.9 No assignment without consent of other Parties

A Party cannot assign or otherwise transfer the benefit of this Housing Management Agreement without the prior written consent of each other Party.

22.10 Consents and approvals

Where anything depends on the consent or approval of a Party then, unless this Housing Management Agreement provides otherwise, that consent or approval

Viewed at 09:11:39 on 23/11/2016 by 32GPL.

may be given conditionally or unconditionally or withheld, in the absolute discretion of that Party.

22.11 Costs

Each Party must pay its own legal costs of and incidental to the preparation and completion of this Housing Management Agreement.

22.12 Governing law and jurisdiction

(a) This Housing Management Agreement is governed by and must be construed in accordance with the laws in force in the Northern Territory.

(b) The Parties submit to the exclusive jurisdiction of the courts of that Territory and the Commonwealth of Australia in respect of all matters arising out of or relating to this Housing Management Agreement, its performance or subject matter.

22.13 Notices

Any notice or other communication to or by a Party under this Housing Management Agreement:

(a) may be given by personal service, pre-paid registered post or facsimile;

(b) must be in writing, legible and in English addressed (depending on the manner in which it is given) as set out in Item 4 of the Schedule or to any other address last notified by the Party to the sender by notice given in accordance with this clause;

(c) in the case of a corporation, must be signed by an officer or authorised representative of the sender or in accordance with section 127 of the Corporations Act or section 99-5 of the CATSI Act; and

(d) is deemed to be given by the sender and received by the addressee:

(i) if delivered in person, when delivered to the addressee;

(ii) if posted, 2 Business Days (or 6 Business Days, if posted outside Australia) after the date of posting to the addressee whether delivered or not; or

(iii) if sent by facsimile transmission, on the date and time shown on the transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety and in legible form to the facsimile number of the addressee notified for the purposes of this clause,

but if the delivery or receipt is on a day which is not a Business Day or is after 4.00 pm (addressee's time), it is deemed to have been received at 9.00 am on the next Business Day.

22.14 Counterparts

If this Housing Management Agreement consists of a number of signed counterparts, each is an original and all of the counterparts together constitute the same document.

Viewed at 09:11:39 on 23/11/2016 by 32GPL.

22.15 Conflicting provisions

If there is any conflict between the main body of this Housing Management Agreement and any schedules or annexures comprising it, then the provisions of the main body of this Housing Management Agreement prevail.

22.16 Non merger

A term or condition of, or act done in connection with, this Housing Management Agreement does not operate as a merger of any of the rights or remedies of the Parties under this Housing Management Agreement and those rights and remedies continue unchanged.

22.17 No right of set-off

Unless this Housing Management Agreement expressly provides otherwise, a Party has no right of set-off against a payment due to another Party.

22.18 Payment of interest

Any provision expressed or implied in this Housing Management Agreement obliging the Territory to pay interest on any moneys including the Housing Management Agreement Payment has no effect.

22.19 Relationship of Parties

Unless this Housing Management Agreement expressly provides otherwise, nothing in this Housing Management Agreement may be construed as creating a relationship of partnership, of principal and agent or of trustee and beneficiary.

22.20 Residential Tenancies Act

(a) Notwithstanding any other clause in this Housing Management Agreement, if the Territory or a Tenant does any act in relation to a Tenancy Agreement or a Tenant's Right of Occupation which is required under the *Residential Tenancies Act* (NT), that act does not constitute a breach of this Housing Management Agreement.

(b) If the EDTL exercises a right of access to the Land under this Housing Management Agreement, the EDTL may only access an individual housing lot on the Land provided that such access would not put the Territory in breach of its obligations under any Tenancy Agreement or Tenant's Right of Occupation applicable to that individual housing lot.

22.21 Compliance with Sublease

Notwithstanding any other clause in this Housing Management Agreement, the Territory agrees to do all things necessary to enable the EDTL to comply with its obligations under clause 10.8 (Amendments and termination) of the Sublease.

Viewed at 09:11:39 on 23/11/2016 by 32GPL.

Schedule - Housing Management Agreement particulars

Item:		Particulars:
1.	**Living Area** (clause 1.1)	The whole of the land described in Certificate of Title Volume 622 Folio 259, being Lot 5713 Town of Alice Springs on plan S80/079 a copy of which is annexed at Annexure 1.
2.	**Land** (clause 1.1)	The whole of the Living Area.
3.	**Commencement Date** (clause 1.1)	The date of commencement of the Sublease, being 3 December 2009
4.	**Notices** (clause 22.13)	If to the EDTL: **By Hand** The Executive Director of Township Leasing Level 1 60 Smith Street Darwin NT 0800 **By Post** The Executive Director of Township Leasing GPO Box 3671 Darwin NT 0801
		If to the Territory: **By Hand** Executive Director Land Services 8th Floor, 38 Cavenagh Street Darwin NT 0801 **By Post** Executive Director Land Services GPO Box 1680 Darwin NT 0801 **By Facsimile** Facsimile: (08) 8999 6055

Viewed at 09:11:39 on 23/11/2016 by 32GPL.

Executed as a deed.

Executed by the **Executive Director of Township Leasing** for and on behalf of the **Commonwealth of Australia** in the presence of:

Signature of qualified witness

Signature of Executive Director of Township Leasing

Kym Lockley

Name of qualified witness (please print)

Pat Watson

Name (please print)

Solicitor

Qualification

Phone: (02) 6121 4223

Address: L3 16 Bowes St

Woden ACT

Contact details of qualified witness

3/12/2009

Execution Date

Viewed at 09:11:39 on 23/11/2016 by 32GPL.

SIGNED by the **Chief Executive Officer** of the **Department of Planning and Infrastructure** for and on behalf of the **Northern Territory Of Australia** pursuant to a delegation under the *Contracts Act* in the presence of:

Witness

Jackie Antour

Print name

A Practitioner of the Supreme Court
of the Northern Territory of Australia
68 The Esplanade, Darwin NT
Ph: (08) 8935 7809

Position

Signature

Richard Hancock

Print name

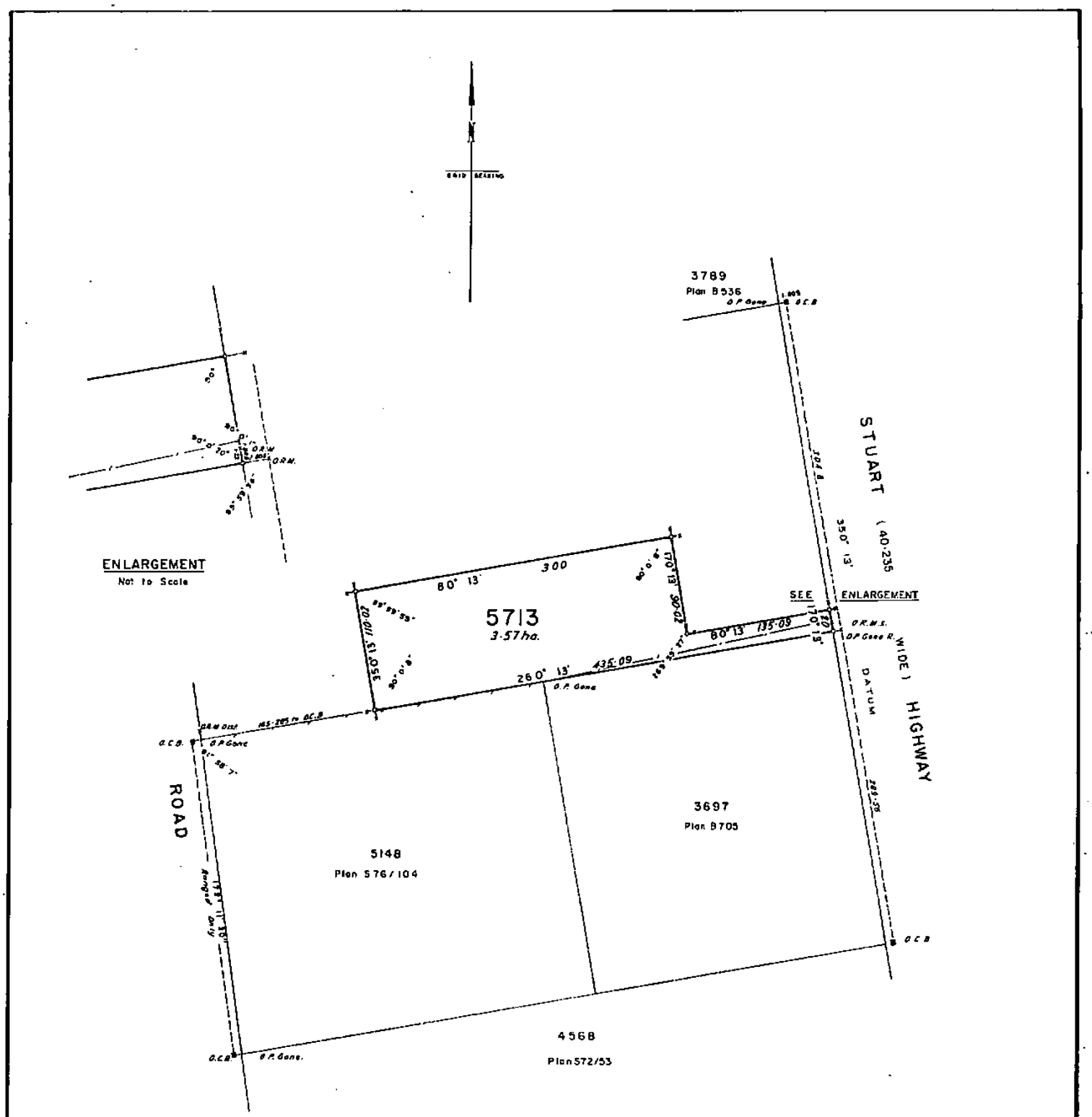
3/12/09

Date

Viewed at 09:11:39 on 23/11/2016 by 32GPL.

Annexure 1 - Living Area

Viewed at 09:11:39 on 23/11/2016 by 32GPL.



No	REFERENCE	DETAILS	APPROVED	DATE
		AMENDMENTS		

SURVEYOR'S CERTIFICATE

I, Goleby William Cathels hereby certify that the survey represented on this plan was carried out by me or under my immediate supervision and was completed on 19.5.1980 and that this survey has been executed in accordance with the Licensed Surveyors Ordinance 1933–1937 and the Regulations thereunder.

Date 26.5.1980 G.W. Cathels
Licensed Surveyor

SURVEY APPROVED

Date 18.6.1980
Surveyor-General

File No. }
Field Book No. S80/79
Index Plan ALICE SPRINGS 5000 Sheet 13-14
Drawn A.S. 16 Oct 79 23/5/80
Examined
Calculation Book No.

Passed
Assistant Chief Draftsman
Date 18.6.80

SURVEY OFFICE NORTHERN TERRITORY

LOT 5713

TOWN OF ALICE SPRINGS

LEGEND	AZIMUTH	SCALE
Concrete Block Concrete Post Wooden Post, Peg or Stake Reference Mark Lockspit Fence Post	A Assumed bearing S76/104 B Observed at Latitude Datum	1 : 2500

S80/79

COPY TO L.T.O. 27-8-80

30/6/80

Survey Plan S 80/079

Viewed at 14:05:07 on 18/05/2009 by 69AGS.

MINISTER FOR PLANNING AND LANDS

PARLIAMENT HOUSE
STATE SQUARE
DARWIN NT 0800

GPO BOX 3146
DARWIN NT 0801
TELEPHONE: (08) 8901 4047
FACSIMILE: (08) 8901 4169

Mr Pat Watson
Executive Director of
Township Leasing
PO Box 7788
CANBERRA MAIL CENTRE ACT 2610

Pat

Dear Mr Watson

I refer to your letter seeking consent to register a sub-sub lease over Special Purposes Lease 493, 412, 550, 543, 536, 438, 426, 459, 409, 450, 554, 473 and Crown Leases Perpetual 1111 and 1112.

I am pleased to advise that, in accordance with my powers under section 6 of the *Special Purposes Leases Act* and section 47 of the *Crown Lands Act* I consent to the registration of the sub-sub leases over the above leases.

Proposed Lessee:	Northern Territory of Australia (Department of Planning and Infrastructure)
Lease Details:	As per schedule at Attachment A

Yours sincerely

DELIA LAWRIE

29-7-09

Northern Territory Government

LEASE DETAILS - ATTACHMENT A

LOT NO	LEASE	PERMITTED USE
5713	SPL 493	Aboriginal communal living
7850	CLP 1111	Aboriginal residential housing area
5146	SPL 412	Aboriginal communal purpose
5708	SPL 550	Aboriginal communal living
3701	CLP 1112	Aboriginal residential living and ancillary
2664	SPL 543	Aboriginal communal living
5195	SPL 536	Aboriginal communal living
5150	SPL 438	Aboriginal settlement, camping and ancillary
3702	SPL 426	Aboriginal communal purposes
3704	SPL 426	Aboriginal communal purposes
1733	SPL 426	Aboriginal communal purposes
5180	SPL 459	Aboriginal communal living
5135	SPL 409	communal settlement
5123	SPL 554	Aboriginal communal living, craft complex and ancillary
5149	SPL 450	Aboriginal communal purposes
5189	SPL 473	Aboriginal communal living area

00347412

DEPARTMENT OF JUSTICE (ABN 84 085 734 992)
REGISTRAR-GENERAL'S OFFICE
NICHOLS PLACE
GPO BOX 3021
DARWIN NT 0801
Enquiries : 8999 6252

10 OF 18

Priority of Lodgement	1

TAX INVOICE (RECEIPT) - OFFICE COPY

Lodging Party:
AUSTRALIAN GOVERNMENT SOLICITO
GPO BOX 4700
DARWIN 0801

Customer Code: AGSA
Self Assessing Code: N

Date of Issue	08/06/2010
at	10:59
by	KRIS
Application #	00203134

Document Delivery:
AUSTRALIAN GOVERNMENT SOLICITO
GPO BOX 4700
DARWIN 0801

Lodgement No 728346

If paper title exists enter

Volume _____

Folio _____

Description	GST Incl Amount
UNDERLEASE (LOT 5713 / ALICE SPRINGS)	155.00

3051/10

Total Cost excl GST	$155.00
Total GST	$0.00
Total Invoice	$155.00

Payment Details

CHEQUE (004370 RBA CANBERRA (092009))

1
23

Date Registered: 09/06/2010 **Volume** 747 **Folio** 781
Duplicate Certificate as to Title issued? No

SEARCH CERTIFICATE

SPECIAL PURPOSES LEASE 00493

Lot 5713 Town of Alice Springs from plan(s) S 80/079
Area under title is 3 hectares 5700 square metres

Owner:
Ilparpa Aboriginal Corporation
of PO Box 8070, Alice Springs NT 0871

Registered Date	Dealing Number	Description
		Previous title is **Volume** 622 **Folio** 259
09/06/2010	728346	Underlease to Northern Territory of Australia - expiring 02/12/2012 (728314)
09/06/2010	728314	Sublease to Executive Director of Township Leasing - expiring 02/12/2049
End of Dealings		

Commencement Date: 23 July 1980

Expiry date: In Perpetuity

Reservations:

(a) A right of entry in favour of the Minister, or an officer authorised in writing by the Minister, at all reasonable times and in any reasonable manner, to enter upon the leased land or any part of it and to inspect the leased land or any part of it and any improvements on it.

(b) All minerals and mineral substances in or on the leased land including gold, silver, copper, tin, other metals, ores and substances containing metals, gems, precious stones, coal, shale, mineral oils and valuable earths or substances, together with the right to authorise any persons to enter upon the land to mine, work for, win, recover and remove them or any of them and to do all things necessary or convenient for those purposes.

(c) A power of resumption.

(d) A right of entry and inspection for the purposes of providing and maintaining water, sewer, electricity and services on the leased land or on other lands.

Provisions:

To hold unto the Lessee in perpetuity yielding and paying therefor an annual rental of ten cents if and when demanded by the Minister subject to re-appraisment in accordance with Section 11A of the Special Purposes Leases Act.

And it is hereby declared that-

The Lessee, having paid all rent due under this lease, may at any time surrender this lease in accordance with the provisions of the Special Purposes Leases Act and the Regulations thereunder.

If the rent (other than the rent for the the first year) is not paid on or before the expiry of three months from the date on which it becomes payable by the Lessee, an additional amount (which will be deemed to be recoverable as rent) at the rate of five per centum per annum from the expiry of that period will become payable by the Lessee in respect of the rent overdue, if demanded by the Minister.

This lease is granted under and subject to the Special Purposes Leases Act and the Regulations for the time being in force thereunder and is conditional upon compliance by the Lessee with the covenants and conditions to be complied

with by the Lessee and may, subject to the Special Purpose Leases Act and the Regulations, be forfeited for non-compliance with any such covenant or condition.

Covenants:

The Lessee covenants with the Minister as follows -

1. That the Lessee will pay the rent annually in advance.

2. That the Lessee will use the land only for the purposes for which it is leased; viz., Aboriginal Communal Living

3. That the Lessee will pay all rates and taxes which may at any time become due in respect of the leased land.

4. That the Lessee will observe and comply with the Regulations under The Special Purposes Leases Act for the time being in force.

5. That the Lessee will by the first day of October, 1981 or within such further time as may be allowed in writing by the Minister commence to erect improvements on the leased land at a cost of not less than the sum of one hundred and fifty thousand dollars and in accordance with the plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Minister and the Lessee will complete the erection of the said improvements at a cost not less than the said sum and in accordance with the said plans and specifications and in accordance with any Act, Ordinance or Regulation by the first day of October, 1982 or within such further time as may be allowed in writing by the Minister. The Lessee will complete by the first day of October, 1984 further improvements to the total value of not less than the sum of two hundred and fifty thousand dollars and in accordance with the plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Minister and in accordance with any Act, Ordinance or Regulation and the Lessee will at all times thereafter maintain and repair and keep in repair all buildings and improvements on the said land at a cost of not less than two hundred and fifty thousand dollars all to the satisfaction of the Minister.

6. That the Lessee will submit detailed sketch plans for the development of the site to the Planning Branch of the Department of Lands for approval prior to the commencement of development. Such plans will contain all details of intended improvements and proposed landscaping.

7. That the leased land will be dust suppressed and drained for stormwater to the satisfaction of the Minister by the First day of October, 1982 or within such further time as may be approved by the Minister and all such works will thereafter be maintained to the satisfation of the Minister.

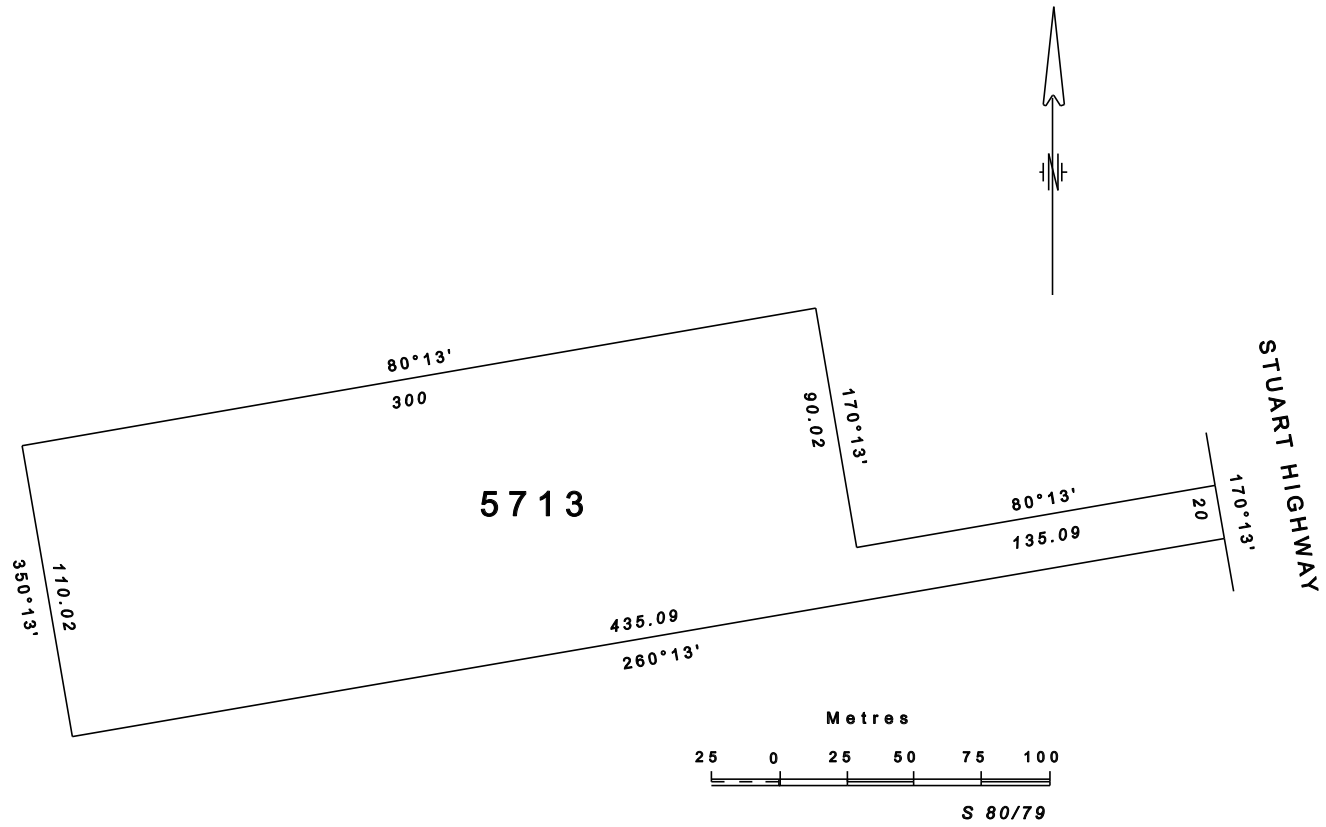
8. That all internal roads and pathways will be well drained and of good all weather construction and will be maintained to the satisfaction of the Minister.

9. That adequate fire fighting equipment will be provided on the site and will be easily accessible from any development. Such development will be approved by the Chief Fire Officer and thereafter maintained to the satisfaction of the Minister.

10. That no building or structure will be constructed to a height of more than one storey above ground level.

11. That for every ten individual camping sites or part thereof there will be provided the following minimal facilities- 1 water point 1 water closet for use by males 1 urinal 1 water closet for use by females 1 shower with hot and cold water, for use by females 1 shower with hot and cold water, for use by males 1 handbasin with hot and cold water for each water closet provided 1 wash trough with hot and cold water.

Date Registered: 09/06/2010 **Volume** 747 **Folio** 781
Duplicate Certificate as to Title issued? No



NORTHERN TERRITORY OF AUSTRALIA

Record of Administrative Interests and Information

Record of Administrative Interests and Information
The information contained in this record of Administrative Interests only relates to the below parcel reference.

Parcel Reference: Lot 05713 Town of Alice Springs plan(s) S 80/079

(See section 38 of the Land Title Act)

Note: The Record of Administrative Interests and Information is not part of the Land Register and is not guaranteed by the Northern Territory of Australia, and the NT Government accepts no Liability for any omission, misstatement or inaccuracy contained in this statement.

Registrar General

Government Land Register
(none found)

Custodian - Registrar General (+61 8 8999 6252)

Current Title
CUFT 747 781 (order 1)

Tenure Type
SPECIAL PURPOSES LEASE 493

Tenure Status
Current

Area Under Title
3 hectares 5700 square metres

Owners
Ilparpa Aboriginal Corporation
PO Box 8070, Alice Springs NT 0871

Easements
(none found)

Scheme Name
(none found)

Scheme Body Corporate Name
(none found)

Reserved Name(s)
(none found)

Unit Entitlements
(none found)

Transfers
(none found)

Tenure Comments
(none found)

Historic Titles
CUFT 622 259 (order 1)
CUCL 185 097 (order 2)
CUCL 185 097 (order 1)
Visit the website http://www.nt.gov.au/justice/bdm/land_title_office/

Custodian - Surveyor General (+61 8 8995 5362)

Address
520 STUART HWY, ARUMBERA

Survey Plan
S 80/079

Survey Status
Approved

Parcel Status
CURRENT

Parcel Area
3 hectares, 5700 square metres

Map Reference
Code 010 Scale 5000 Sheet 15.14
Code 010 Scale 2500 Sheet 29.28

Parent Parcels
(none found)

Parcel Comments
SPL FOR ILPARPA ABORIGINAL CORPORATION S80/79/14. LOTS 10467(A) TO 10486(A) SURVEYED - S2012/019 .

Survey Comments
(none found)

Proposed Easements
(none found)

Municipality
ALICE SPRINGS MUNICIPALITY

Region
ALICE SPRINGS

Custodian - Valuer General (+61 8 8943 9193)

Owner's Last Known Address
CEO Housing & Department of Lands and Planning, ATTENTION: CHIEF FINANCE OFFICER, GPO BOX 4621, DARWIN NT 0801

Parcels in Valuation

Lot 05713 Town of Alice Springs

Unimproved Capital Value

$315,000 on 01/07/2015
$347,000 on 01/07/2012
$330,000 on 01/07/2009
$315,000 on 01/07/2006
$233,000 on 01/07/2003
$143,000 on 01/07/2000
$125,000 on 01/07/1997
$100,000 on 01/07/1994
$75,000 on 01/07/1991
$70,000 on 01/01/1989
$60,000 on 01/01/1986

Valuation Improvements

28/05/1990 House
28/05/1990 Hall x 10
28/05/1990 Ablution block

Custodian - Property Purchasing (+61 8 8999 6631)

Acquisitions

(none found)

Custodian - Building Advisory Service (+61 8 8999 8965)

Building Control Areas

BBASP001 - Building Control Area	ALICE SPRINGS BUILDING AREA

Building Permits

Application Number:	27 of 27
Description:	HOUSE IC9640 - New concrete and steel residential 3 bedroom dwelling (Type H7EAS)
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	138 square metres
Certification:	Single Dwelling - Full Code - *issued on* 06/10/2011

Application Number:	26 of 27
Description:	HOUSE IC9633 - New concrete and steel residential 3 bedroom dwelling (Type H6VAS)
Number of Residental Units:	1
Australian Bureau of Statistics Type:	(none found)
Building Class:	Single Dwelling
Area:	(none found)
Certification:	Single Dwelling - Full Code - *issued on* 06/10/2011

Application Number:	25 of 27
Description:	Refurbishment [House 11]
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	(none found)
Certification:	Single Dwelling - Full Code - *issued on* 16/12/2010

Application Number:	24 of 27
Description:	Refurbishment [House 2]
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	(none found)
Certification:	Single Dwelling - Full Code - *issued on* 16/12/2010

Application Number:	23 of 27
Description:	Refurbishment [House 4]
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	(none found)
Certification:	Single Dwelling - Full Code - *issued on* 16/12/2010

Application Number:	22 of 27
Description:	Refurshment [House 6]
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	(none found)
Certification:	Single Dwelling - Full Code - *issued on* 16/12/2010

Application Number:	21 of 27
Description:	Refurbishment [House 7]
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	(none found)
Certification:	Single Dwelling - Full Code - *issued on* 12/08/2011

Application Number:	20 of 27
Description:	Detached Dwelling [House 9]
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	(none found)
Certification:	Single Dwelling - Full Code - *issued on* 11/11/2010

Application Number:	19 of 27
Description:	Detached Dwelling [House 8]
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	(none found)
Certification:	Single Dwelling - Full Code - *issued on* 23/07/2010

Application Number:	18 of 27
Description:	Dwelling altertions including new kitchens, wet areas, floor linings, windows and doors, air conditioning and heating
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	(none found)
Certification:	Single Dwelling - Full Code - *issued on* 11/12/2009

Application Number:	17 of 27
Description:	Dwelling Alterations
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	(none found)
Certification:	Single Dwelling - Full Code - *issued on* 02/07/2009

Application Number:	16 of 27
Description:	Upgrades to dwelling including wall cladding, sunshade awnings, verandas
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling Non-habitable building
Area:	(none found)
Certification:	Single Dwelling - Full Code - *issued on* 21/12/2009 Non-habitable building - Full Code - *issued on* 21/12/2009

Application Number:	15 of 27
Description:	DEMOLISH & NEW DWELLING
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	220 square metres
Certification:	Single Dwelling - Full Code - *issued on* 14/11/2003

Application Number:	13 of 27
Description:	ALTERATIONS TO DWELLING
Number of Residental Units:	1
Australian Bureau of Statistics Type:	(none found)
Building Class:	Single Dwelling
Area:	0 square metres
Certification:	Single Dwelling - Full Code - *issued on* 18/11/1994

Visit the website http://www.nt.gov.au/building/

Custodian - Town Planning and Development Assessment Services (+61 8 8999 6046)

Planning Scheme Zone
CL (Community Living)

Interim Development Control Orders
(none found)

Planning Notes
(none found)

Planning Applications

File Number
PA1986/0324

Type
Planning Scheme Amendment

Date Received
22/05/1986

Application Purpose

REZONING STUDY THIS LOT NUMBER IS INCORRECT AND SHOULD BE ON 7500. ALL CROSS REFERENCES SHOULD REFER TO LOT 7500. FOR CORRECT LOT NUMBERS AND CROSS REFERENCES FOR THIS PROPOSAL REFER TO LOT NUMBER 7500.

Application Status

Completed

Other Affected Parcels

Lot 05700 Town of Alice Springs
Lot 05701 Town of Alice Springs
Lot 05703 Town of Alice Springs
Lot 05704 Town of Alice Springs
Lot 05706 Town of Alice Springs
Lot 05707 Town of Alice Springs
Lot 05710 Town of Alice Springs
Lot 05711 Town of Alice Springs
Lot 05714 Town of Alice Springs
Lot 05715 Town of Alice Springs
Lot 05716 Town of Alice Springs
Lot 05717 Town of Alice Springs
Lot 05718 Town of Alice Springs
Lot 05719 Town of Alice Springs
Lot 05720 Town of Alice Springs
Lot 05721 Town of Alice Springs
Lot 05722 Town of Alice Springs
Lot 05723 Town of Alice Springs
Lot 05724 Town of Alice Springs
Lot 05725 Town of Alice Springs
Lot 05726 Town of Alice Springs
Lot 05727 Town of Alice Springs
Lot 05728 Town of Alice Springs
Lot 05729 Town of Alice Springs
Lot 05730 Town of Alice Springs
Lot 05731 Town of Alice Springs
Lot 05732 Town of Alice Springs
Lot 05733 Town of Alice Springs
Lot 05734 Town of Alice Springs
Lot 06774 Town of Alice Springs
Lot 06775 Town of Alice Springs
Lot 06776 Town of Alice Springs
Lot 06777 Town of Alice Springs
Lot 06778 Town of Alice Springs
Lot 07467 Town of Alice Springs
Lot 07468 Town of Alice Springs
Lot 07469 Town of Alice Springs
Lot 07470 Town of Alice Springs
Lot 07471 Town of Alice Springs
Lot 07472 Town of Alice Springs
Lot 07473 Town of Alice Springs
Lot 07474 Town of Alice Springs

Instrument Signed

Instrument Number

Instrument Issued

Not Complete

Instrument Status
Completed

Custodian - Power and Water Corporation (1800 245 092)

Meters on Parcel

Power Water - Electricity	11
Power Water - Water	11

For Account balances, contact the Power and Water Corporation.

Custodian - Pool Fencing Unit (+61 8 8924 3641)

Swimming Pool/Spa Status
(none found)

For more information, contact the Pool Fencing Unit (+61 8 8924 3641).

Custodian - Mines and Energy (+61 8 8999 5322)

For information on possible Exploration Licences, contact Mines & Energy or visit the website http://www.nt.gov.au/d/Minerals_Energy/

For information on possible Petroleum Titles, contact Mines & Energy for further details.

Custodian - NT Environment Protection Authority (+61 8 8924 4218)

Results of site contamination assessment
(none found)

For further information contact Environment Protection Authority or visit the website https://ntepa.nt.gov.au/waste-pollution/contaminated-land

Custodian - Heritage Branch (+61 8 8999 5039)

Heritage Listing:
(none found)

For further information on heritage places contact Heritage Branch or visit the website https://nt.gov.au/property/land/heritage-register-search-for-places-or-objects

Other Interests
For Account balances, contact Alice Springs Town Council


3788
N
9398
8083
GOANNA COURT
5713
STUART HIGHWAY
9399
3697
5148

Ilperle Tyathe (Walpiri)

Dealing 437727

FORM 3

Real Property Regulations

E NO. 437727

NORTHERN TERRITORY OF AUSTRALIA

LODGED AT THE REGISTRAR-GENERALS OFFICE

ON 17/12/99 AT 11:32:15

BY ..... CORRECTION TO ..... n/a

FEE 890 RECEIPT .....

DUPLICATE TO .....

GRANT OF EASEMENT IN GROSS

The owner of the land grants to the authority or person specified below the easement for the value described below subject to the conditions set out on the back page.

LAND (Note 5)

Register	Volume	Folio	Location	Parcel	Plan	Unit
CUFT	160	7	Town of Alice Springs	Lot 5149	S77/36	

EASEMENT (Note 6)

Water Supply Easement Plan: Attached plan

AUTHORITY OR PERSON (Note 7)

Power and Water Authority

VALUE (Note 8)

One hundred dollars ($100)

(Notes 9 &11)

The Common Seal of Ilperle Tyathe Association Incorporated affixed this 17 day of December. 1999.

In the presence of

X Simon Morton (President)
Name and Signature of Director

Melissa Brown
Name and Signature of Director/Secretary

ILPERLE TYATHE ASSOCIATION INC. COMMON SEAL

23/12/99.
Registered on At

NORTHERN TERRITORY OF AUSTRALIA REGISTRAR-GENERAL

(Notes 10 & 11)

Simon Morton
Correct for the purposes of the *Real Property Act*

PRESIDENT- SIMON MORTON

437727

Viewed at 10:10:45 on 31/10/2016 by 32GPL.

ITEM(S) DELIVERED - POSTED IN ACCORDANCE WITH DELIVERY INSTRUCTIONS					
Item	Agent/RGO Box No	Delivery Date	*Postage No.	Initials	**LIS UPDATED**
1.					Examiner to Initial
2.					
3.					
4.					
5.					

* Fillout Postage Number if Items are returned by Certified Mail

CONDITIONS

1. This easement is an easement for the purposes of Sections 65, 66 and 67 of the Crown Lands Act.

2. The conditions are those set out in Schedule 1 of the Crown Lands Act.

3. To comply with the provisions contained in Memorandum of Common Provisions recorded in the Register as LTO No.

4. Additional conditions.

SCHEDULE OF NOTES

1. This form must be used for a Grant of an Easement in Gross, Rights of way or Grants of Easement to a dominant tenement must be completed in the appropriate forms (Forms 9 and 10).

2. Grants may be lodged as an original only and must be typed or completed in ink or biro.

3. The document must show the imprint of the Commissioner for Taxes.

4. If there is insufficient space in any panel use the space above or an annexure sheet (Form 53).

5. Volume and Folio references must be given.

6. A summary of the easement (i.e. "sewerage easement") and a plan reference (i.e. shown on plan S89/123) must be shown. If it is wished to use the shor form words for the easements set outin the Crown Lands Act then the precise descriptive words should be used (i.e. Sewerage Easement, Water Supply Easement, Drainage Easement. Electricity Supply Easement, Electronic Communications Easement, Energy Supply Easement or General Service Easement. For easements not shown in Schedule 1 of the Crown Lands Act the panel "Conditions" above must be completed and Condition 2 should be deleted.

7. Name only (e.g. Northern Territory of Australia, Power and Water Authority, Darwin City Council).

8. Set out the value of the easement.

9. Print and sign the name of the owner.

   After witnessing the signing of the document, witnesses shall legibly write, type or stamp their names and contact addresses or telephone numbers below their signatures.

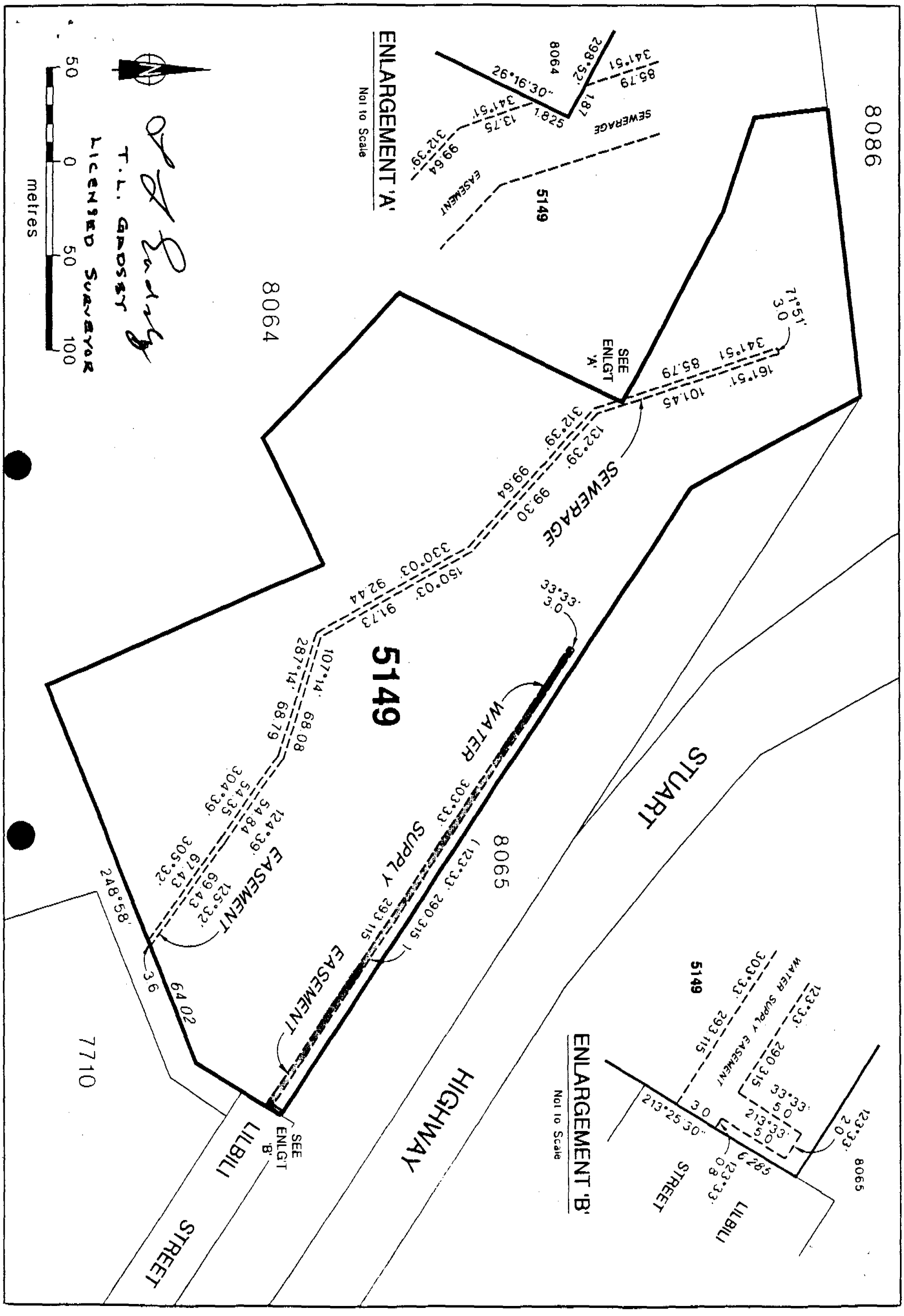
   Persons who may witness this document are Commissioners for Oaths (including MLA's, MP's, legal practitioners, members of the Police Force), persons holding office under the Supreme Court Act, Justices Act, Local Court Act or Registration Act and licensed real estate or business agents.

   Documents may be witnessed in a place outside the Northern Territory by any peron qualified to do o in that place under the Oaths Act (NT).

10. To be signed by a Practitioner of the Supreme Court of the Northern Territory or by the owner (if more than one owner all must sign).

11. If the document is to be signed by a corporate body it is to be authenticated by or on behalf of that corporate body in any manner permitted by law.

12. These conditions are meant as a guide only and may be altered to suit the circumstances.


8086
8064
5149
8064
5149
8065
7710
8065
ENLARGEMENT 'A'
Not to Scale
ENLARGEMENT 'B'
Not to Scale
SEWERAGE
EASEMENT
WATER SUPPLY EASEMENT
SEE ENLGT 'A'
SEE ENLGT 'B'
STUART HIGHWAY
LILBILI STREET
50 0 50 100
metres
T.L. GROSBY
LICENSED SURVEYOR

Wendy 96151.

DEALING LODGEMENT FORM

LANDS TITLE OFFICE
Nichols Place
GPO Box 3021
DARWIN NT 0801

CENTREPOINT BUILDING
PO Box 8043
ALICE SPRINGS
NT 0871

(A) Name and Address of Lodging Party
LMB

No.	(B) Description of Instrument or Document	Registered Number	Fee
1	GRANT OF EASEMENT IN GROSS		90 —
		437727	

To lodge documents for registration

1. Complete panel (A) to (D)
2. Present documents in the sequence listed.

(C) Titles, crown leases, duplicate instruments and other documents lodged with the above dealings:

1. ~~CT 160/4~~ CUFT 160/4
2.

(D) PLEASE INDICATE CLEARLY WHERE DOCUMENTS ARE TO BE RETURNED IN THE SPACE PROVIDED BELOW.
NOTE: Duplicate titles and instruments will be returned to the loding party unless otherwise instucted above.

LMB

Cheque No. .....
Cash .....
Other .....

SUB-TOTAL
CERTIFIED MAIL
TOTAL 90 —

THIS SECTION TO BE USED FOR CUSTOMER CODE ONLY.

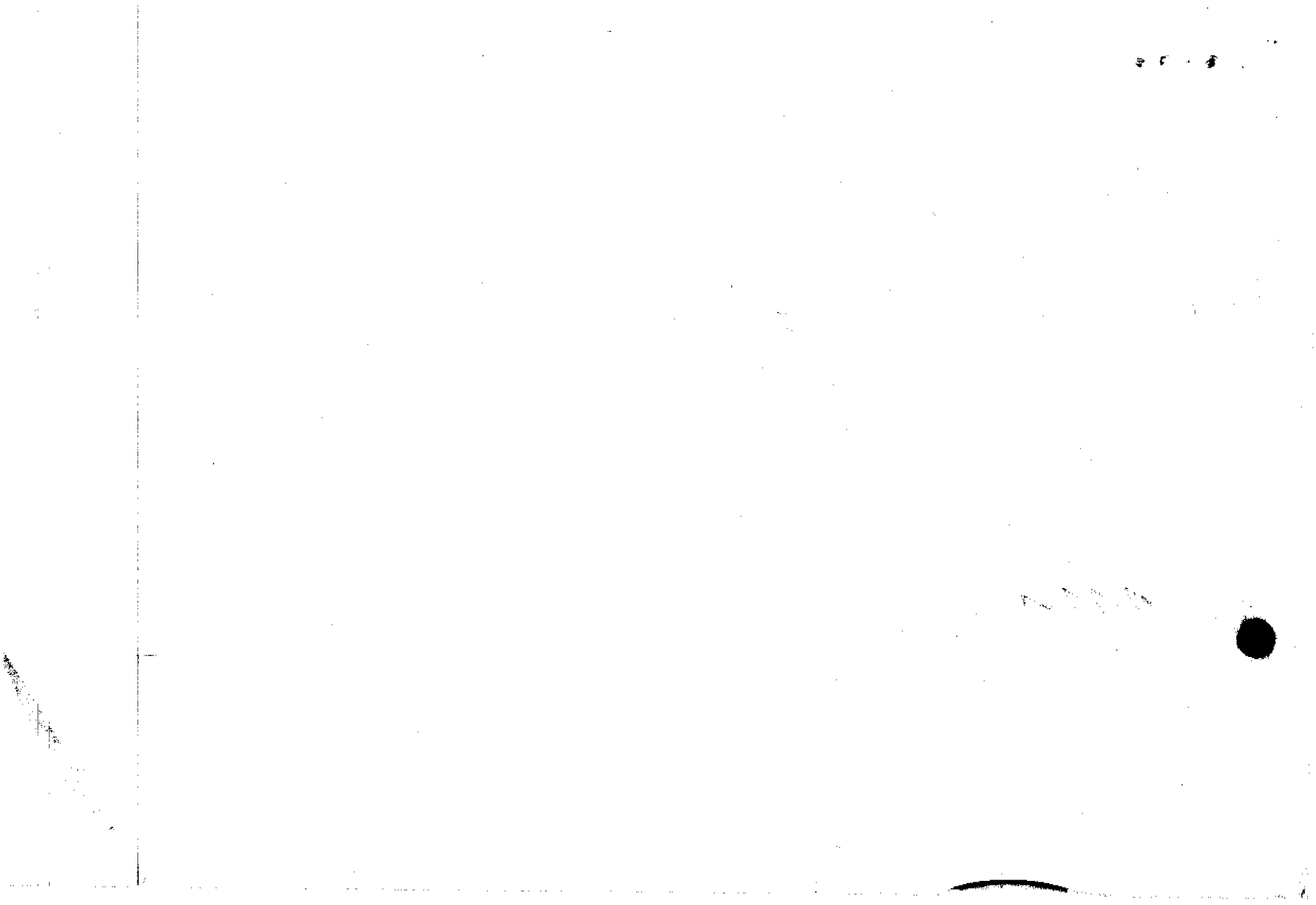
LPPB

DO NOT COMPLETE IF PAYING CASH.

Wendy 96151

Government Printer of the Northern Territory

36-33



FORM 3

Real Property Regulations

E NO. 437728

NORTHERN TERRITORY OF AUSTRALIA

LODGED AT THE REGISTRAR-GENERALS OFFICE

ON 17/12/99 AT 11.22.17

BY ..... CORRECTION TO .....

FEE ..... RECEIPT .....

DUPLICATE TO .....

GRANT OF EASEMENT IN GROSS

(Note 1-4)

The owner of the land grants to the authority or person specified below the easement for the value described below subject to the conditions set out on the back page.

LAND (Note 5)

Register	Volume	Folio	Location	Parcel	Plan	Unit
CUFT	160	7	Town of Alice Springs	Lot 5149	S77/36	

EASEMENT (Note 6)

Sewerage Easement Plan: Attached plan

AUTHORITY OR PERSON (Note 7)

Power and Water Authority

VALUE (Note 8)

Two hundred dollars ($200)

(Notes 9 &11)

The Common Seal of Ilperle Tyathe Association Incorporated affixed this 17 day of December 1999.

In the presence of

X Simon Morton (President)
Name and Signature of Director

Melissa Brown
Name and Signature of Director/Secretary

23/12/99 8.22
Registered on

(Notes 10 & 11)

X Simon Morton
Correct for the purposes of the *Real Property Act*

PRESIDENT - SIMON MORTON

437728

ITEM(S) DELIVERED - POSTED IN ACCORDANCE WITH DELIVERY INSTRUCTIONS					
Item	Agent/RGO Box No	Delivery Date	*Postage No.	Initials	**LIS UPDATED**
1.					Examiner to Initial
2.					
3.					
4.					
5.					

* Fillout Postage Number if Items are returned by Certified Mail

CONDITIONS

1. This easement is an easement for the purposes of Sections 65, 66 and 67 of the Crown Lands Act.

2. The conditions are those set out in Schedule 1 of the Crown Lands Act.

3. To comply with the provisions contained in Memorandum of Common Provisions recorded in the Register as LTO No.

4. Additional conditions.

SCHEDULE OF NOTES

1. This form must be used for a Grant of an Easement in Gross, Rights of way or Grants of Easement to a dominant tenement must be completed in the appropriate forms (Forms 9 and 10).

2. Grants may be lodged as an original only and must be typed or completed in ink or biro.

3. The document must show the imprint of the Commissioner for Taxes.

4. If there is insufficient space in any panel use the space above or an annexure sheet (Form 53).

5. Volume and Folio references must be given.

6. A summary of the easement (i.e. "sewerage easement") and a plan reference (i.e. shown on plan S89/123) must be shown. If it is wished to use the shor form words for the easements set outin the Crown Lands Act then the precise descriptive words should be used (i.e. Sewerage Easement, Water Supply Easement, Drainage Easement. Electricity Supply Easement, Electronic Communications Easement, Energy Supply Easement or General Service Easement. For easements not shown in Schedule 1 of the Crown Lands Act the panel "Conditions" above must be completed and Condition[redacted]ould be deleted.

7. Name only (e.g. Northern Territory of Australia, Power and Water Authority, Darwin City Council).

8. Set out the value of the easement.

9. Print and sign the name of the owner.

   After witnessing the signing of the document. witnesses shall legibly write, type or stamp their names and contact addresses or telephone numbers below their signatures.

   Persons who may witness this document are Commissioners for Oaths (including MLA's, MP's, legal practitioners, members of the Police Force), persons holding office under the Supreme Court Act. Justices Act, Local Court Act or Registration Act and licensed real estate or business agents.

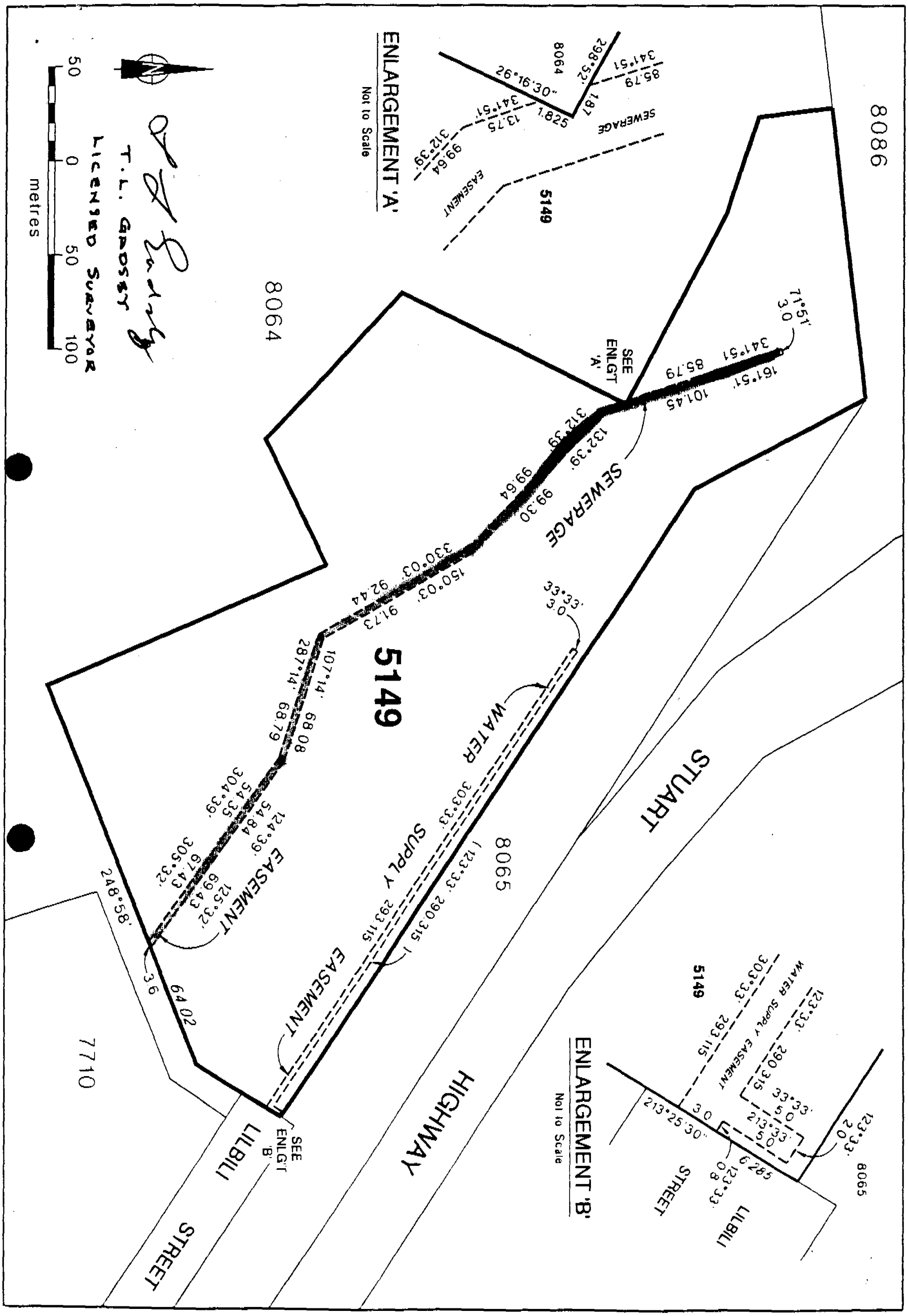
   Documents may be witnessed in a place outside the Northern Territory by any peron qualified to do o in that place under the Oaths Act (NT).

10. To be signed by a Practitioner of the Supreme Court of the Northern Territory or by the owner (if more than one owner all must sign).

11. If the document is to be signed by a corporate body it is to be authenticated by or on behalf of that corporate body in any manner permitted by law.

12. These conditions are meant as a guide only and may be altered to suit the circumstances.

Viewed at 10:10:25 on 31/10/2016 by 32GPL.


8086
8064
5149
8065
7710
ENLARGEMENT 'A'
Not to Scale
ENLARGEMENT 'B'
Not to Scale
SEE ENLG'T 'A'
SEE ENLG'T 'B'
SEWERAGE
EASEMENT
WATER SUPPLY EASEMENT
STUART
HIGHWAY
LILBILI
STREET
50 0 50 100
metres
T.L. GROSBY
LICENSED SURVEYOR

DEALING LODGEMENT FORM

LANDS TITLE OFFICE
Nichols Place
GPO Box 3021
DARWIN NT 0801

CENTREPOINT BUILDING
PO Box 8043
ALICE SPRINGS
NT 0871

(A) Name and Address of Lodging Party

LAB.

No.	(B) Description of Instrument or Document	Registered Number	Fee
2.	GRANT IN EASEMENT IN GROSS.	437728.	90-

To lodge documents for registration

1. Complete panel (A) to (D)
2. Present documents in the sequence listed.
(C) Titles, crown leases, duplicate instruments and other documents lodged with the above dealings:

1. 882/88. CUFT 160/7
2.

(D) PLEASE INDICATE CLEARLY WHERE DOCUMENTS ARE TO BE RETURNED IN THE SPACE PROVIDED BELOW.
NOTE: Duplicate titles and instruments will be returned to the loding party unless otherwise instucted above.

LAB.

Wendy 9615L

Cheque No.	SUB-TOTAL	
Cash	CERTIFIED MAIL	
Other	**TOTAL**	90 -

THIS SECTION TO BE USED FOR CUSTOMER CODE ONLY.

LPPB 23868/99

DO NOT COMPLETE IF PAYING CASH.

Government Printer of the Northern Territory

Viewed at 10:10:25 on 31/10/2016 by 32GPL.

Form 32

Section 65

Land Title Act
REGISTRAR-GENERAL'S DIRECTIONS

Y OF AUSTRALIA

DL00756316D

Dealing Number: 756316 Lodged 09/09/2011 at 09:50:08
Dealing Type: SL By CASH
Volume 753 Folio 914 Fee $157.00 Receipt 397571

Please Note Privacy Statement Overleaf

Commissioner of Taxes use only (NOTE 1)

SUBLEASE

The owner of the lease subleases to the tenant the estate and interest in the land described and the tenant accepts this sublease of the land for the term and at the rent stipulated and subject to the covenants and conditions contained below or on the back of this document and acknowledges the amount payable or other consideration for the lease. (NOTES 2 – 3)

ESTATE AND INTEREST — Lease being subleased: SPL 450 Number: (NOTE 4)

Register	Volume	Folio	Location	Lot Description	Plan	Unit
CUFT	~~623~~ 753	~~349~~ 914	Town of Alice Springs	Lot 5149	S77/036	N/A

(NOTE 5)

INTEREST BEING SUBLEASED — ~~That part of the land known as Lot 5149 on Survey Plan S77/036, Town of Alice Springs~~ Whole of the land PC (NOTE 6)

MARKET RENT UNDER THE SUB-LEASE	$1.10 demanded	GST AMOUNT $0.10	(NOTE 7)
OTHER CONSIDERATION (Include Nil or Nominal Rent)	Nil	GST AMOUNT Nil	

OWNER OF THE LEASE — Ilperle Tyathe Association Incorporated, C/- Public Officer, 4 Elder Street, Alice Springs NT 0870 (NOTE 8)

TENANT — Executive Director of Township Leasing, Centraplaza, 16 Bowes Street, Woden ACT 2606 (NOTE 9)

TENANCY — Sole Tenant (NOTE 10)

TERM OF SUBLEASE (NOTE 11)

Commencing:	Expiring:	Right of Renewal:
3 December 2009	2 December 2049	No

CONSENTS — ~~Nil~~ MINISTER FOR PLANNING + LANDS (NOTE 12)

SEE PAGE 44-46 OF THE ANNEXED PROVISIONS OF SUBLEASE
SIGNED by the Owner

on (Date) .....

In the presence of:

.....

Qualified Witness:

.....

SEE PAGE 44-46 OF THE ANNEXED PROVISIONS OF SUBLEASE
SIGNED by the Tenant

on (Date) .....

In the presence of:

.....

Qualified Witness:

.....

(NOTE 13)

Registered on 9.9.2011 At 14:19

NORTHERN TERRITORY OF AUSTRALIA REGISTRAR GENERAL

.....

.....

CONSENT OF INTEREST HOLDERS

Instrument type: .....

Instrument No: .....

Name of Parties: .....

.....

I the registered proprietor of the interest shown above consent to the registration of this instrument.

Signed: .....

(Date): .....

In the presence of:

.....

Name of Qualified Witness: .....

Address or Telephone No.: .....

Instrument type: .....

Instrument No: .....

Name of Parties: .....

.....

I the registered proprietor of the interest shown above consent to the registration of this instrument.

Signed: .....

(Date): .....

In the presence of:

.....

Name of Qualified Witness: .....

Address or Telephone No.: .....

COVENANTS

It is hereby covenanted by and between the owner of lease and the tenant as follows;

- ☐ To comply with the provisions contained in Memorandum of Common Provisions recorded in the Register as LTO No.
- ☐ The conditions and covenants implied by Sections 117 & 119 *Law of Property Act* shall/shall not apply. (delete one)
- ☐ To comply with the provisions annexed to this lease.

SCHEDULE OF NOTES

1. A sub-lease signed on or after 1 July 2006 is required to be stamped by the Commissioner of Taxes where (i) there is no consideration, or (ii) the consideration is nominal, or (iii) there is valuable consideration other than rent under the lease.
2. This form may be lodged in triplicate and may be adapted for an underlease. The original must be typed or completed in ink or biro. The duplicate and triplicate may be copies of the original but the signatures of all parties and their witnesses must be in ink or biro on all copies. If the words "owners" and "tenant" are considered inappropriate other words (lessor/lessee) may be used. Alterations to information entered on the form should be crossed out (nor erased or obliterated by painting over) and initialled by the parties.
3. If there is insufficient space in any panel use the space above or an annexure sheet (Form 95).
4. Insert the number of the Lease being sub-leased or under-leased.
5. Volume and Folio references must be given together with a description of the location and lot number, unit number and unit plan number if applicable. If a certificate as to title has been issued it must be produced.
6. Insert whole of the land or if part of a lot the instrument of lease must also include a sketch plan identifying the part of the lot drawn to a standard to the Registrar-General's satisfaction, if required by the Registrar-General, a plan of survey identifying the part of the lot; or if required by the *Planning Act*, consent under Part 5 of the *Planning Act*.
7. Pursuant to Section 66 (1)(c) of the *Land Title Act* state whether the rent under the sub-lease is market rent, or nil or nominal rent. Market rent means any rent that is not nominal. A sub-lease for nil or nominal rent or other consideration must show the imprint of the Commissioner of Taxes. For the GST amount, if the sub-lease is subject to the margin scheme and the GST amount is unknown insert "margin scheme" in the box provided. Show the words "Nil" or "Not applicable" if not subject to rent or other consideration.
8. Insert full name of the owner of the lease (namely the tenant under the head lease and not the proprietor of the land). Address is not required.
9. Insert full name of the tenant and an address for the service of notices. The address can be a postal address.
10. If two or more tenants, state whether as joint tenants or tenants in common. If tenants in common, specify shares. If no tenancy is stated, the Registrar-General must register the co-owners as tenants in common pursuant to Section 57(2) of the *Land Title Act*.
11. Details of dates of commencement and expiry must be shown. If there is a right of renewal, show "Yes" (if not) "No".
12. Consents by mortgagee should be provided. A lease or amendment of a lease executed after registration of a mortgage of a lot is valid against the mortgagee only if the mortgagee consents to the lease or amendment before its registration. A lease which has not been consented to by a prior mortgagee will not be protected in the event of the mortgagee exercising the power of sale.
13. Persons who may witness this document are a Commissioner for Oaths, a member of the Legislative Assembly, a legal practitioner within the meaning of the *Legal Practitioners Act*, a person holding office under the *Supreme Court Act*, the *Justices Act*, the *Local Court Act* or the *Registration Act*, a member of the Police Force, a person licensed as a conveyancing agent or real estate agent under the *Agents Licensing Act*, a Notary Public and any other person approved by the Registrar-General.

    A witness to an instrument executed by an individual must first:

    - take reasonable steps to ensure that the individual is the person entitled to sign the instrument;
    - have the individual execute the document in the presence of the witness;
    - not be a party to the instrument; and
    - if witnessing more than one signature, clearly state that he/she has witnessed more than one signature. (ie I have witnessed the two signatures appearing above).

    After signing, witnesses must legibly write, type or stamp their names and contact address or telephone number below their signature.

    For a corporation, an instrument must be executed in a way permitted by law or sealed with the corporation's seal in accordance with the *Law of Property Act*, Section 48.

    For witnessing of instruments executed outside the Northern Territory refer to Schedule 1 of the *Land Title Act* and the Registrar-General's Directions.

PRIVACY STATEMENT – LAND REGISTER FORMS

The Registrar-General's Office is authorised by the *Land Title Act* to collect the information on this form for the establishment and maintenance of the Land Register, which is made available for search by any person, anywhere, including through the Internet, upon payment of a fee. The information is regularly provided to other NT Government agencies, the Australian Valuation Office, local governments, the Australian Bureau of Statistics, the Australian Taxation Office or other Commonwealth Agencies as required or authorised by law, and some private sector organisations for conveyancing, local government, valuation, statistical, administrative and other purposes. The Department of Planning and Infrastructure also uses the information to prepare and sell or licence property sales reports to commercial organisations concerned with the development, sale or marketing of property.

Failure to provide the information in full or in part may prevent your application or transaction being completed.

Your personal information provided on this form can be subsequently accessed by you on request. If you have any queries please contact the Deputy Registrar-General on 8999 5318.

MINISTER FOR PLANNING AND LANDS

PARLIAMENT HOUSE
STATE SQUARE
DARWIN NT 0800

GPO BOX 3146
DARWIN NT 0801
TELEPHONE: (08) 8901 4047
FACSIMILE: (08) 8901 4169

Ilperle Tyathe Association Inc.
C/- Tangentyere Council
PO Box 8070
ALICE SPRINGS NT 0871

Attention: David Donald, Housing Manager

Dear ~~Mr Donald~~ David

I hereby consent for a sublease to be registered against Special Purposes Lease 450 held by Ilperle Tyathe Association Inc.

I am pleased to advise that, in accordance with my power under section 6 of the *Special Purposes Leases Act* I consent to the registration of the following sublease on Special Purposes Lease 450.

Proposed Lessee:	Executive Director of Township Leasing
Tenement:	Lot 5149, Town of Alice Springs Approved survey plan S 77/036
Permitted use:	Aboriginal communal purposes

Yours sincerely

DELIA LAWRIE

29-7-09

Northern Territory Government

Sublease

Ilperle Tyathe Association Incorporated

and

Executive Director of Township Leasing

and

Northern Territory of Australia

and

Chief Executive Officer (Housing)

Viewed at 10:10:14 on 31/10/2016 by 32GPL.

Table of Contents

1.	**Definitions and interpretation**	**7**
1.1	Definitions	7
1.2	Interpretation	14
1.3	Transfer of functions	15
1.4	Good faith	15
1.5	Survival	15
2.	**Sublease and reservations**	**16**
2.1	Condition precedent	16
2.2	Grant of Sublease	16
2.3	Reservations	16
3.	**Mutual agreements and declarations**	**17**
4.	**Implied covenants**	**17**
5.	**Sublease Payment**	**17**
6.	**SIHIP Investment**	**17**
7.	**Transition from existing arrangements**	**18**
7.1	Registered Interests	18
7.2	Tenants of Housing Authorities	18
7.3	Services Providers	18
8.	**Access**	**19**
8.1	General	19
8.2	Association's right of access	20
9.	**Improvements**	**20**
9.1	Existing Improvements	20
9.2	Maintenance of Existing Improvements	21
9.3	Works in respect of Existing Improvements	21
9.4	EDTL's Improvements	21
9.5	Ownership of Improvements at the end of the Sublease	21
10.	**Housing Management Agreements, Living Area Underleases and Living Area Licences**	**22**
10.1	Housing Management Agreements	22
10.2	Notification before entering into Housing Management Agreement	22
10.3	Grant of Living Area Underlease	23
10.4	Grant of Living Area Underlease of Community Land	23
10.5	Grant of Living Area Underlease of Vacant Land	23
10.6	Grant of Living Area Licence	24
10.7	No release of liability	25
10.8	Amendments and termination	25

Viewed at 10:10:14 on 31/10/2016 by 32GPL.

11.	**Housing Management Tender**	**25**
12.	**Future housing and Infrastructure needs**	**26**
13.	**Home ownership**	**26**
14.	**Rates, Taxes and Charges**	**27**
14.1	Outgoings	27
14.2	Charges for Services	27
14.3	Stamp duty	27
14.4	Association's Administrative costs	27
15.	**Insurance**	**28**
16.	**GST**	**28**
17.	**Use of Living Area**	**28**
17.1	Permitted Use	28
17.2	Compliance with Laws and Planning Scheme	28
17.3	Compliance with Lease	29
17.4	Compliance with notices	29
17.5	Notices	29
17.6	Roads	29
18.	**EDTL's indemnity**	**29**
18.1	Risk	29
18.2	The EDTL indemnifies the Association	30
18.3	The EDTL releases the Association	30
19.	**Reinstatement**	**31**
19.1	No obligation to reinstate	31
19.2	No right to damages	31
20.	**Consultative Forum**	**31**
20.1	Establishment of the Consultative Forum	31
20.2	Purpose of the Consultative Forum	31
20.3	Association nominees to consult with Living Area residents	32
20.4	Power to bind the Parties	32
20.5	EDTL to consult with the Consultative Forum	32
20.6	Conduct of the Consultative Forum	32
20.7	Annual Statement to Consultative Forum	33
21.	**Advisory Housing Forum**	**33**
21.1	Membership of the Advisory Housing Forum	33
21.2	Purpose of the Advisory Housing Forum	33
21.3	Power to bind the Parties	33
21.4	Advisory Housing Forum Meetings	33
22.	**Association's obligations**	**33**
22.1	Quiet enjoyment	33
22.2	Produce certificates	34
23.	**Sublease ends if Lease ends**	**34**
24.	**Default**	**34**
24.1	Occurrence of Default Event	34
24.2	Financial Default	34

Viewed at 10:10:14 on 31/10/2016 by 32GPL.

Table of Contents (ctd) 4

24.3	Remedies for other Default Events	34
24.4	Remedies for Termination Event	35
24.5	Waiver	35
24.6	Consequences of termination	35
25.	**Overholding**	**36**
26.	**Obligations on expiration or termination**	**36**
26.1	Return of Living Area	36
26.2	Novation of agreements	36
26.3	Novation of Housing Management Agreements, Living Area Underleases and Living Area Licences	36
27.	**Renewal**	**36**
27.1	Renewal of Sublease	36
28.	**Dispute resolution**	**37**
28.1	Procedure to resolve disputes	37
28.2	Continue to perform	38
29.	**General**	**38**
29.1	Amendments	38
29.2	Nature of obligations	38
29.3	Entire understanding	38
29.4	No adverse construction	38
29.5	Further assurances	38
29.6	No waiver	38
29.7	Severability	39
29.8	Successors and assigns	39
29.9	No assignment without consent of other Parties	39
29.10	Consents and approvals	39
29.11	Costs	39
29.12	Governing law and jurisdiction	39
29.13	Notices	39
29.14	Counterparts	40
29.15	Conflicting provisions	40
29.16	Non merger	40
29.17	Operation of indemnities	40
29.18	No right of set-off	40
29.19	Payment of interest	40
29.20	Relationship of Parties	41
Schedule - Sublease particulars		**42**

Viewed at 10:10:14 on 31/10/2016 by 32GPL.

Sublease

Date 3 December 2009

Parties

1. Ilperle Tyathe Association Incorporated, incorporated under the Associations Act, ABN 46 740 840 158 ("the **Association**")

2. Executive Director of Township Leasing, established by section 20B of the Land Rights Act, on behalf of the Commonwealth of Australia, ABN 36 342 015 855 ("the **EDTL**")

3. Northern Territory of Australia care of the Department of Local Government and Housing, RCG House, 83-85 Smith Street, Darwin 0800 in the Northern Territory of Australia, ABN 84 085 734 992 ("the **Territory**")

4. Chief Executive Officer (Housing) a body corporate sole established under the *Housing Act* (NT) of RCG House, 83-85 Smith Street, Darwin 0800 in the Northern Territory of Australia, ABN 23 912 978 797 ("**Territory Housing**")

(collectively referred to as "the **Parties**")

Background

A. The Association is the registered proprietor of a lease in perpetuity of the Living Area.

B. The parties acknowledge that the residents living on the Alice Springs Living Areas are living in very poor conditions and it is very important to improve the health and standard of living of those residents. The Australian Government and the Northern Territory Government have stated their intention to undertake a capital works program to assist in improving the standard of living of those residents.

C. On 10 July 2008, the Association signed the Agreed Work Plan with Tangentyere Council, the Australian Government and the Territory Government which described the key terms agreed by the parties in relation to the grant of the Sublease.

D. The Australian Government has stated its intention to 'close the 17 year gap' in life expectancy between Indigenous and non-Indigenous Australians, and that this Sublease opens the way for substantial government investment in improved Infrastructure and housing on the Alice Springs Living Areas as a step to achieving this goal.

E. The Australian Government wishes to substantially improve:

   (i) the quality and availability of Infrastructure and housing on the Alice Springs Living Areas;

   (ii) the level of maintenance and repair to the housing and Infrastructure on the Alice Springs Living Areas;

   (iii) the quality of tenancy management on the Alice Springs Living Areas; and

Viewed at 10:10:14 on 31/10/2016 by 32GPL.

(iv) Indigenous employment and training outcomes.

F. To help achieve these aims the Australian Government has requested the grant of this Sublease to the EDTL and has offered to make up to ~~$50 million~~ $150,000,000 funding available via SIHIP in order to upgrade and increase the housing and Infrastructure located on the Alice Springs Living Areas during the 5 years from the commencement of the first Alice Springs Living Area Sublease.

G. The Association has requested that the EDTL enter into the Sublease on behalf of the Commonwealth and administer the Sublease.

H. The Parties have agreed that, on the terms and conditions set out in this Sublease, the Living Area (including all Improvements and Services) will be leased to the EDTL by the Association pursuant to section 6 of the Special Purposes Leases Act.

I. The Parties acknowledge that this Sublease is intended to support development and investment in the Alice Springs Living Areas and improve the housing and Infrastructure in the Alice Springs Living Areas, including by:

(i) the expenditure of up to ~~$50 million~~ $100,000,000 in accordance with SIHIP;

(ii) the development and implementation of policy which has regard to the ongoing Infrastructure and housing needs on the Alice Springs Living Areas;

(iii) improving the quality of design and construction of new housing on the Alice Springs Living Areas;

(iv) improving the quality of housing management in the Alice Springs Living Areas including with respect to tenancy management, repairs and maintenance and tenant consultation and participation having regard to the needs and requirements of the residents of the Alice Springs Living Areas;

(v) increasing the supply of affordable Indigenous rental housing through the expenditure of up to ~~$50 million~~ $100,000,000 in accordance with SIHIP; and

(vii) increasing Indigenous employment and training outcomes.

J. The Parties acknowledge that decisions in relation to the housing, Infrastructure and tenancy management on the Alice Springs Living Areas will be made in consultation with the residents and have regard to the needs and requirements of residents.

K. The Association has received consent from the Northern Territory Minister as required by section 6 of Special Purposes Leases Act for the grant of this Sublease.

L. The Commonwealth Minister has agreed to the Association's request in accordance with section 20CA of the Land Rights Act.

M. The EDTL is capable of receiving a grant of a sublease pursuant to section 20C of the Land Rights Act.

Viewed at 10:10:14 on 31/10/2016 by 32GPL.

Agreed terms

1. Definitions and interpretation

1.1 Definitions

In this Sublease and in the Background, unless the context requires otherwise:

Aboriginal means a person who is a member of the Aboriginal race of Australia;

Administrative Costs means the reasonable costs of the Association complying with its obligations under the Associations Act to:

(a) maintain a register of members;

(b) maintain records;

(c) prepare reports;

(d) have any reports audited; and

(e) hold an annual general meeting.

Advisory Housing Forum means the Advisory Housing Forum established in accordance with clause 21.1.

Alice Springs Living Area means an area of land referred to in subclause 69(1) to 69(10) or 69(12) to 69(17) of Part 4, Schedule 1 to the *Northern Territory National Emergency Response Act 2007* (Cth) as enacted and the words **Alice Springs Living Areas** have a corresponding meaning;

Alice Springs Living Area Association means a lessor of an Alice Springs Living Area Sublease (and includes the Association);

Alice Springs Living Area Sublease means a sublease of an Alice Springs Living Area granted to the EDTL in accordance with subsection 20CA(2) of the Land Rights Act (and includes this Sublease) and the words **Alice Springs Living Area Subleases** has a corresponding meaning;

Annexure means an annexure to this Sublease;

Association's Agents means the employees, contractors and agents of the Association acting within the scope of their authority as employees, contractors and agents of the Association;

Associations Act means the *Associations Act* (NT);

Building includes:

(a) a structure and part of a building or a structure;

(b) fences, walls, out-buildings, service installations and other appurtenances of a building; or

(c) a boat or a pontoon which is permanently moored or fixed to a building or land;

Viewed at 10:10:14 on 31/10/2016 by 32GPL.

Building Code means the Building Code of Australia developed by the Australian Building Codes Board;

Business Day means a day that is not a Saturday, Sunday, public holiday or bank holiday in Darwin;

CATSI Act means the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth);

Comcover means the Australian Government's general insurance fund known as Comcover;

Commencement Date means the date specified in Item 2 of the Schedule;

Community Land means the land described in Item 4 of the Schedule;

Commonwealth Minister means the Minister for Families, Housing, Community Services and Indigenous Affairs;

Community Service means a service provided to the residents of the Living Area that is funded or approved by the Australian Government, the Northern Territory Government, or the local government for the Living Area or that is otherwise approved by the EDTL;

Construct includes reconstruct or make structural changes and the word **Construction** has a corresponding meaning;

Consult means to:

(a) meet with, as reasonably requested by;

(b) ask views of;

(c) listen to views of; and

(d) have regard to the views of, including taking account of the views, acting reasonably,

the body or person to be or being consulted;

Consultative Forum means the Consultative Forum established under clause 20.1;

Corporations Act means the *Corporations Act 2001* (Cth);

Cure Period means:

(a) in relation to a Default Event that is a failure by the Territory to expend ~~$50,000,000~~ $100,000,000 under SIHIP inclusive of SIHIP Project Costs on the upgrade and Construction of houses and Infrastructure in the Alice Springs Living Areas in accordance with clause 6(a), a reasonable period of time (not being less than 1 year) within which the Territory must cure the Default Event, in accordance with clause 24.1(a)(iii), including any extensions of that period under clause 24.3; or

(b) in relation to any other Default Event (other than a Financial Default), a reasonable period of time within which the Defaulting Party must cure the

Viewed at 10:10:14 on 31/10/2016 by 32GPL.

Default Event, in accordance with clause 24.1(a)(iii), including any extensions of that period under clause 24.3;

Cure Plan means a plan by a Party to remedy a Default Event (other than a Financial Default) which is proposed during the Cure Period and details a work plan setting out each task to be undertaken in order to rectify the material breach and the time for each task to be completed;

Default Event means:

(a) a Financial Default;

(b) a persistent and material failure by the EDTL to comply with this Sublease (other than clause 12);

(c) a failure by the Territory to expend ~~$50,000,000~~ $100,000,000 SM MB under SIHIP inclusive of SIHIP Project Costs on the upgrade and Construction of houses and Infrastructure in the Alice Springs Living Areas in accordance with clause 6(a);

(d) a failure by the EDTL to terminate or amend a Housing Management Agreement, Living Area Underlease or Living Area Licence in accordance with clause 10.8;

(e) a failure by the Territory to Call for Tender in accordance with clause 11(a); or

(f) an assignment or other transfer of the benefit of this Sublease by the EDTL contrary to clause 29.9;

Default Notice means a notice given under clause 24.1;

Defaulting Party means:

(a) if the Default Event is an event referred to in paragraphs (a), (b), (d) or (f) of the definition of Default Event, the EDTL;

(b) if the Default Event is an event referred to in paragraphs (c) or (e) of the definition of Default Event, the Territory.

Development includes:

(a) the Construction or exterior alteration or exterior decoration of a Building;

(b) the demolition or removal of a Building or Works;

(c) the Construction or carrying out of Works;

(d) the subdivision or consolidation of land, including Buildings or airspace;

(e) the placing or relocation of a Building or Works; and

(f) the Construction or putting up for display of signs or hoardings;

EDTL Annual Statement has the meaning given to that term in clause 20.7;

EDTL's Improvements means all Improvements erected on or attached to the Living Area by:

Viewed at 10:10:14 on 31/10/2016 by 32GPL.

(a) the EDTL;

(b) any Living Area Underlessee; or

(c) any Living Area Licensee;

after the Commencement Date;

EDTL's Services means all Services installed in or on the Living Area by:

(a) the EDTL;

(b) any Living Area Underlessee; or

(c) any Living Area Licensee;

after the Commencement Date;

Environmental Health Standards means the Environmental Health Standards for Remote Communities in the Northern Territory prepared by Territory Health Services;

Existing Improvements means all Improvements erected on or attached to the Living Area as at the Commencement Date;

Existing Services means all Services on or connected to the Living Area as at the Commencement Date;

Final Sublease Year means the period starting on 1 July immediately before the expiry of the Term or earlier determination of this Sublease and ending on the expiry of the Term or earlier determination of this Sublease;

Financial Default means a failure by the EDTL to pay when due any money which the EDTL is obliged to pay to the Association under this Sublease (excluding a failure to pay the Sublease Payment when due);

Government Agency means any government or any public, statutory, governmental, semi-governmental, local governmental or judicial body, entity, department or authority and includes any self-regulatory organisation established under statute;

GST has the meaning given to that term in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

Housing Area means land in the Living Area which is or is proposed to be used to provide community or public housing;

Housing Authority means a body which provides community or public housing and, for the avoidance of doubt, includes the Territory and may include Tangentyere Council and Central Australian Affordable Housing Corporation;

Housing Management Agreement means a Living Area Underlease or other contract or agreement granted by the EDTL to a Housing Authority to manage or provide community or public housing services and related Infrastructure (and all purposes incidental thereto);

Viewed at 10:10:14 on 31/10/2016 by 32GPL.

Improvements means all Buildings, structures, fixtures, fittings, plant, equipment, partitions, signs or other materials or articles which are erected on or attached to the Living Area;

Infrastructure includes roads, kerbs, gutters and Services;

Insolvency Event means, in relation to a party, any one or more of the following events or circumstances:

(a) being in liquidation or provisional liquidation or under administration;

(b) having a controller or analogous person appointed to it or any of its property;

(c) being taken under section 459F(1) of the Corporations Act to have failed to comply with a statutory demand;

(d) being unable to pay its debts or being otherwise insolvent;

(e) becoming an insolvent under administration, as defined in section 9 of the Corporations Act;

(f) entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors; or

(g) any analogous event or circumstance under the Laws of any jurisdiction,

unless such event or circumstance occurs as part of a solvent reconstruction, amalgamation, compromise, arrangement, merger or consolidation approved by the other party;

Land Rights Act means the *Aboriginal Land Rights (Northern Territory) Act 1976* (Cth);

Law means:

(a) principles of law or equity established by decisions of courts;

(b) statutes, regulations, ordinances or by-laws of the Commonwealth, a State, a Territory or any other Government Agency; and

(c) requirements and approvals (including conditions) of the Commonwealth, a State, a Territory or any other Government Agency that have the force of law;

LEADR means Lawyers Engaged in Alternative Dispute Resolution;

Lease means the lease of the Living Area held by the Association;

Living Area means the land described in Item 1 of the Schedule;

Living Area Licence means a licence granted by the EDTL pursuant to clause 10;

Living Area Licensee means any person who has been granted a Living Area Licence from the EDTL;

Viewed at 10:10:14 on 31/10/2016 by 32GPL.

Living Area Underlease means an underlease granted by the EDTL pursuant to clause 10;

Living Area Underlessee means any person who has been granted a Living Area Underlease from the EDTL;

Municipal Services Provider means a person who provides municipal services in the Living Area;

National Indigenous Housing Guide means the National Indigenous Housing Guide developed by the Department of Families, Housing, Community Services and Indigenous Affairs;

Non Lapsing Caveat means a caveat documented by a Form 78 (an example of which is provided at Annexure 2) which is to be lodged and registered;

Outgoings means all existing and future amounts payable under the Lease (excluding rent but including rates, duties and taxes):

(a) which are properly imposed, charged or levied under statute or by a Government Agency on the Association; or

(b) which a Government Agency properly requires the Association to spend,

and which are:

(c) paid or payable by the Association during a Sublease Year;

(d) in relation to the Living Area or Improvements in the Living Area; and

either capital or non-capital in nature;

PBI Status means an entity that is endorsed as a public benevolent institution under s 123C(1) of the *Fringe Benefits Tax Assessment Act 1986* (Cth) or that is recognised as a charity;

Permitted Use has the meaning given to that term in clause 17.1;

Planning Scheme means any planning scheme under any applicable Law setting the framework for planning the use, development and protection of the Living Area or any part of the Living Area;

Postal Service means the delivery of mail to residents of the Living Area;

Postal Service Provider means a person who provides a Postal Service to the Living Area;

Preliminary Sublease Year means the period starting on the Commencement Date and ending on the following 30 June;

Procurement Process means a process, principle or requirement under any applicable Law setting the framework for procuring property or services, including any Commonwealth or Territory procurement guidelines;

Registered Interest means any interest registered on the certificate of title referred to in Item 1 of the Schedule immediately before the Commencement Date;

Viewed at 10:10:14 on 31/10/2016 by 32GPL.

Requirement means any lawful present or future notices, orders, directions, requirements, statutes, ordinances, proclamations, regulations, schemes, permits, by-laws or other regulatory requirements affecting or relating to the Living Area or the use of the Living Area, irrespective of whether the Requirement is addressed to the EDTL, the Association or any other person;

Right of Occupation means a Tenant's Right of Occupation or a Services Provider's Right of Occupation;

Schedule means the schedule to this Sublease;

Services means all utilities and services on or connected to the Living Area including water, gas, electricity, lighting, sanitation, drainage, stormwater, communication and telecommunication systems and includes all wires, cables, pipes, ducts, conduits, tanks, electrical and mechanical plant and all other ancillary or associated parts and accessories;

Services Provider means a person who provides Services in the Living Area;

Services Provider's Right of Occupation has the meaning given to that term in clause 7.3(a);

SIHIP means the Strategic Indigenous Housing and Infrastructure Program or if that program ceases to exist or is reconstituted, renamed or replaced, the program which most closely has the features of the defunct program;

SIHIP Annual Report has the meaning given to that term in clause 6(f);

SIHIP Design Guidelines means the guidelines set out in the document entitled 'SIHIP Design Guidelines and Performance Specifications' as prepared by the Territory;

SIHIP Project Costs means overheads, administration costs, program costs and project management costs;

Special Purposes Leases Act means the *Special Purposes Leases Act* (NT);

Sublease means this sublease including the Schedule and the Annexures;

Sublease Payment has the meaning given to that term in clause 5(a);

Sublease Year means the Preliminary Sublease Year, each 12 month period expiring on 30 June in each year during the Term and the Final Sublease Year;

Subleased Alice Springs Living Areas means all Alice Springs Living Areas over which there is an Alice Spring Living Area Sublease (and includes the Living Area);

Tangentyere Council means Tangentyere Council Incorporated Registration No. 00591C (N.T.);

Tenant's Right of Occupation has the meaning given to that term in clause 7.2(a);

Term has the meaning given to that term in clause 2.2;

Termination Event means:

Viewed at 10:10:14 on 31/10/2016 by 32GPL.

(a) the occurrence of an Insolvency Event; or

(b) the failure to cure a Default Event within the Cure Period;

Third Party means a party other than a Party to this Sublease;

Vacant Land means any land in the Living Area which is not:

(a) subject to a Registered Interest;

(b) subject to a Right of Occupation; or

(c) subject to a Housing Management Agreement, Living Area Underlease or Living Area Licence;

Works includes any change to the natural or existing condition or topography of the land including the removal, destruction or lopping of trees and the removal of vegetation or topsoil.

1.2 Interpretation

In this Sublease, unless the context requires otherwise:

(a) the singular (including the singular of defined terms) includes the plural and vice versa;

(b) reference to a right includes a remedy, authority or power;

(c) the headings are used for convenience only and do not affect the interpretation of this Sublease;

(d) as far as possible all provisions must be construed so as not to be invalid, illegal or unenforceable;

(e) wherever "include" or any form of that word is used, it must be construed as if it were followed by "(without being limited to)";

(f) reference to a thing is a reference to all or part of that thing;

(g) unless the context requires or is otherwise stated in this Sublease, a Party's obligations must be performed at that Party's own cost;

(h) a gender includes the other genders;

(i) other grammatical forms of defined words or expressions have corresponding meanings;

(j) a reference to a document includes the document as modified from time to time and any document replacing it;

(k) if something is to be or may be done on a day that is not a Business Day then it must be done on the next Business Day;

(l) the word "person" includes a natural person and any body or entity whether incorporated or not;

(m) the word "month" means calendar month and the word "year" means 12 months;

Viewed at 10:10:14 on 31/10/2016 by 32GPL.

(n) the words "in writing" include any communication sent by letter, facsimile transmission or email or any other form of communication capable of being read by the recipient;

(o) a reference to all or any part of a statute, rule, regulation or ordinance (**statute**) includes that statute as amended, consolidated, re-enacted or replaced from time to time;

(p) a reference to a party includes a reference to the party's respective successors and permitted assigns;

(q) money amounts are stated in Australian currency unless otherwise specified;

(r) a reference to any agency or body, if that agency or body ceases to exist or is reconstituted, renamed or replaced or has its powers or functions removed (**defunct body**), means the agency or body which performs most closely the functions of the defunct body;

(s) reference in this Sublease to a Living Area Underlessee or the holder of a Living Area Underlease is, where the Living Area Underlessee has granted a further estate or interest in the relevant area of the Living Area, to be taken to include a reference to such an underlessee or any person claiming an estate or interest in land through such Living Area Underlessee, or a licensee of the Living Area Underlessee, or any person claiming a licence through such Living Area Underlessee;

(t) reference in this Sublease to a Living Area Licensee or the holder of a Living Area Licence is, where the Living Area Licensee has granted a further licence in the relevant area of the Living Area, to be taken to include a reference to any such sublicensee or any person claiming a licence in land through such a Living Area Licensee; and

(u) this Sublease operates as a deed.

1.3 Transfer of functions

(a) The EDTL acknowledges that the Association may be reconstituted, renamed or replaced and that some or all of the powers, functions or responsibilities of the Association may be transferred to or vested in another entity.

(b) If the Association is reconstituted, renamed or replaced or if some or all of its powers, functions or responsibilities are transferred to or vested in another entity, references in this Sublease to the Association must be deemed to refer, as applicable, to that reconstituted, renamed or new entity to the extent that the entity has assumed or has had transferred to or vested in it those powers, functions or responsibilities.

1.4 Good faith

The Parties must act reasonably and in good faith in performing their respective obligations under this Sublease.

1.5 Survival

In addition to this clause 1, the following clauses survive the expiration or earlier determination of this Sublease: clauses 18, 19, 24, 25, 26, 28 and 29.

Viewed at 10:10:14 on 31/10/2016 by 32GPL.

2. Sublease and reservations

2.1 Condition precedent

(a) This Sublease is conditional upon one of the following conditions being satisfied by 30 September 2009, or such later date as the Parties agree:

(i) at least ten (10) of the Alice Spring Living Areas (including the Living Area) are the subject of a written agreement in the form of a sublease between the registered proprietor of the Alice Springs Living Area and the EDTL, the Commonwealth or the Territory to grant a leasehold interest of the whole of the Alice Springs Living Area to the EDTL, the Commonwealth or the Territory (as the case may be) for a minimum term of 40 years; or

(ii) the Commonwealth Minister has determined in writing that there are appropriate tenure arrangements in place in the Alice Springs Living Areas (or some of them) to facilitate SIHIP investment.

(b) This Sublease commences on the date on which clause 2.1(a) is satisfied.

(c) If clause 2.1(a) is satisfied, the EDTL must give the Association a notice stating that clause 2.1(a) is satisfied and the date on which clause 2.1(a) was satisfied.

(d) This Sublease may be secured by a Non Lapsing Caveat until this Sublease is registered or the time for satisfaction of the condition precedent referred to in clause 2.1(a) (**Condition Precedent**) has expired, whichever occurs first. The Association consents to the lodgement and registration of a Non Lapsing Caveat. If requested by the EDTL, the Association will provide its consent in a Form 93 (an example of which is provided at Annexure 3). If the EDTL lodges a Non Lapsing Caveat and the Condition Precedent is not satisfied within the time required by clause 2.1(a) then the EDTL must, immediately after the time for satisfaction of the Condition Precedent has expired, cause the Non Lapsing Caveat to be removed.

2.2 Grant of Sublease

(a) The Association grants to the EDTL a sublease of the Living Area, subject to and concurrent with any Registered Interests and any Rights of Occupation, commencing on the Commencement Date, for a term of 40 years (**Term**).

(b) The EDTL accepts the grant of a sublease of the Living Area upon these terms and otherwise subject to the provisions of this Sublease.

(c) For the avoidance of doubt, the sublease of the Living Area includes a sublease of all Existing Improvements and Existing Services.

2.3 Reservations

The EDTL acknowledges that the Lease contains reservations to the Territory and that this Sublease is subject to those reservations.

Viewed at 10:10:14 on 31/10/2016 by 32GPL.

3. Mutual agreements and declarations

The Association and the EDTL mutually agree and declare that:

(a) the Association may enter into a sublease pursuant to section 6 of the Special Purposes Leases Act and exercise all the powers of a sublessor under this Sublease; and

(b) the EDTL may enter into a sublease pursuant to section 20C of the Land Rights Act and exercise all the powers of a sublessee under this Sublease including granting Living Area Underleases and Living Area Licences.

4. Implied covenants

The covenants, powers and provisions implied in leases under any relevant legislation are hereby expressly excluded except to the extent that they are expressly embodied in this Sublease or to the extent only that it would be unlawful to exclude any such covenant, power or provision.

5. Sublease Payment

(a) The EDTL must pay the Association $1 if demanded by the Association (**Sublease Payment**).

(b) The EDTL must pay the Sublease Payment within 30 Business Days of receiving notice of a demand by the Association.

6. SIHIP Investment

(a) The Territory must expend ~~$50,000,000~~ under SIHIP inclusive of SIHIP Project Costs on the upgrade and Construction of houses and Infrastructure in the Alice Springs Living Areas within 5 years of the commencement of the first Alice Springs Living Area Sublease. The Parties acknowledge and agree that ~~$50,000,000~~ inclusive of SIHIP Project Costs represents the entire amount that the Territory must expend pursuant to the Alice Springs Living Area Subleases (including this Sublease), regardless of how many Alice Springs Living Area Subleases are entered into.

(b) The expenditure in clause 6(a) is conditional upon the Territory having access arrangements to the Alice Springs Living Areas (whether by way of leases, licences or other arrangements) that are suitable to it, to permit it to carry out the upgrade and Construction of houses and Infrastructure.

(c) Nothing in clause 6(a) requires the Territory to make any expenditure under SIHIP on the upgrade and Construction of houses and Infrastructure in the Living Area.

(d) The Territory must ensure that the SIHIP consultation processes occur in respect of the Alice Springs Living Areas in relation to the expenditure pursuant to clause 6(a).

(e) All upgrades and Construction of houses under SIHIP will be in accordance with the SIHIP Design Guidelines.

Viewed at 10:10:14 on 31/10/2016 by 32GPL.

(f) The Territory must provide a report (**SIHIP Annual Report**) within 6 months of the end of each Sublease Year in which the Territory has expended money under SIHIP on the upgrade and Construction of houses and Infrastructure in the Alice Springs Living Areas in accordance with clause 6(a). The SIHIP Annual Report must include details of expenditure under SIHIP on the upgrade and Construction of houses and Infrastructure in the Alice Springs Living Areas during the previous Sublease Year.

7. Transition from existing arrangements

7.1 Registered Interests

The Parties acknowledge that this Sublease is subject to any Registered Interests.

7.2 Tenants of Housing Authorities

(a) The Parties acknowledge that some natural persons (**Tenants**) were in occupation of land in the Living Area immediately before the Commencement Date under an arrangement or understanding with a Housing Authority. The Parties agree that such persons have the right to continue to occupy and use that land, and the Improvements on it, on the same terms and conditions as at the Commencement Date but subject to the terms of this Sublease (**Tenant's Right of Occupation**).

(b) Subject to the terms of any Housing Management Agreement from time to time, the Parties acknowledge that any money in the nature of rent or licence fees payable to the Housing Authority under or in connection with the Tenant's Right of Occupation is payable to the EDTL from the Commencement Date.

(c) Subject to the terms and conditions of a Tenant's Right of Occupation, the EDTL, or if there is a Housing Management Agreement the Housing Authority, may terminate a Tenant's Right of Occupation provided that the EDTL or Housing Authority (as the case may be) has used their best endeavours to facilitate the grant of a tenancy agreement to the person holding the Tenant's Right of Occupation.

7.3 Services Providers

(a) The Parties acknowledge that some Services Providers were in occupation of land in the Living Area immediately before the Commencement Date. The Parties agree that such Services Providers have the right to continue to occupy and use that land, and the Improvements on it, on the same terms as at the Commencement Date, but subject to the terms of this Sublease (**Services Provider's Right of Occupation**).

(b) The Parties acknowledge that any money in the nature of rent or licence fees payable to the Association under or in connection with the Services Provider's Right of Occupation is payable to the EDTL from the Commencement Date.

(c) The EDTL may give a Services Provider notice that it wishes to formalise their Services Provider's Right of Occupation by the grant of a Living Area Underlease or Living Area Licence.

Viewed at 10:10:14 on 31/10/2016 by 32GPL.

(d) Following the issue of a notice pursuant to clause 7.3(c), the EDTL must use its best endeavours to accommodate the grant of such a Living Area Underlease or Living Area Licence within 6 months.

(e) Unless a Living Area Underlease or Living Area Licence is granted by the EDTL to the Services Provider, or some other agreement is reached with the Services Provider, and provided the EDTL has complied with clauses 7.3(a) to 7.3(d) to the extent reasonably possible, the EDTL may serve the Services Provider with a notice (**Services Provider Termination Notice**) that the Services Provider's Right of Occupation under clause 7.3(a) will terminate on a date to be specified in the Services Provider Termination Notice being not less than 2 months after service of the notice (**Services Provider Termination Date**). The Services Provider Termination Date may be extended by the EDTL by notice. Unless otherwise mutually agreed, the Services Provider's Right of Occupation will terminate at 5:00 pm (Alice Springs time) on the Services Provider Termination Date.

(f) The Parties agree that they will use their best endeavours to negotiate (for a reasonable period of time) an agreement with Services Providers relating to Services, including giving any rights of access and other interests required to facilitate the provision of the Services, as each party considers appropriate. An agreement with a Services Provider may modify, replace or override the terms of a Services Provider's Right of Occupation.

8. Access

8.1 General

(a) The Association and the EDTL undertake that they will do all things reasonably necessary to enable the EDTL to enjoy and exercise its rights, title and interests under this Sublease.

(b) Subject to the terms of this Sublease and any Living Area Underlease or Living Area Licence, the Association and the EDTL undertake that they will do all things reasonably necessary to enable Living Area Underlessees, Living Area Licensees and persons holding Rights of Occupation to enjoy and exercise their rights, title and other interests under their Living Area Underleases, Living Area Licences and Rights of Occupation.

(c) The Association and the EDTL undertake that they will do all things reasonably necessary to enable persons to enter the Living Area to conduct their legitimate business in or on the Living Area, but so that any such access shall not interfere with the enjoyment and exercise of the rights, title and other interests of Living Area Underlessees, Living Area Licensees and persons holding Rights of Occupation.

(d) Without limiting clause 8.1(c), the Association and the EDTL undertake that they will do all things reasonably necessary to enable:

(i) a person to enter the Living Area (at reasonable times) to provide a Community Service in or on the Living Area;

(ii) Tangentyere Council to enter the Living Area (at reasonable times) to complete the initial upgrade works in or on the Living

Viewed at 10:10:14 on 31/10/2016 by 32GPL.

Area in accordance with the funding agreement between Tangentyere Council and Territory Housing dated 5 September 2008;

(iii) a Municipal Services Provider to enter the Living Area (at reasonable times) to provide municipal services in or on the Living Area; and

(iv) a Postal Service Provider to enter the Living Area (at reasonable times) to provide a Postal Service in or on the Living Area,

but so that any such access shall not interfere with the enjoyment and exercise of the rights, title and other interests of Living Area Underlessees, Living Area Licensees and persons holding Rights of Occupation.

8.2 Association's right of access

(a) The Association may so often as it reasonably requires (at reasonable times and on reasonable notice) enter the Living Area to make reasonable investigations as the Association may deem necessary for the purpose of ascertaining whether or not there has been any breach of any of the terms, covenants or conditions expressed or implied in this Sublease.

(b) Nothing in this clause 8.2 permits the Association to enter an individual housing lot unless such entry is in accordance with:

(i) a Law;

(ii) the terms or conditions of the relevant lease, licence, Right of Occupation, statutory occupation right or other occupancy right granted to the tenant for the purpose of residential housing, or

(iii) with the consent of the person who holds the relevant lease, licence, Right of Occupation, statutory occupation right or other occupancy right granted to the tenant for the purpose of residential housing.

9. Improvements

9.1 Existing Improvements

(a) Existing Improvements subject to a Registered Interest will remain subject to the terms of that Registered Interest, for the period of the Registered Interest.

(b) Existing Improvements subject to a Right of Occupation are included in that Right of Occupation, for the period of that Right of Occupation.

(c) Subject to clauses 9.1(a) and 9.1(b), and any other relevant Law, all Existing Improvements are the property of the Association during the Lease, and are the subject of this Sublease.

Viewed at 10:10:14 on 31/10/2016 by 32GPL.

9.2 Maintenance of Existing Improvements

(a) Subject to clause 9.2(b), the EDTL will be under no obligation under this Sublease to maintain, repair or replace any Existing Improvements, or to compensate the Association or any other person for damage to or destruction of Existing Improvements.

(b) If the Lease requires the Association to maintain, repair or replace any Existing Improvements, the EDTL must maintain, repair or replace those Existing Improvements.

(c) The EDTL may alter, remove or demolish the Existing Improvements.

9.3 Works in respect of Existing Improvements

(a) The Association reserves the right to carry out any Works in respect of the Existing Improvements that may be required to comply with any applicable Law, Planning Scheme or Requirement which are not the responsibility of the EDTL or which are the responsibility of the EDTL but with which the EDTL fails to comply.

(b) The Association may exercise its rights under clause 9.3(a):

(i) on giving prior reasonable written notice (except in the case of an emergency when no notice will be required);

(ii) at reasonable times; and

(iii) if reasonably required by the EDTL, accompanied by a person appointed by the EDTL.

(c) The EDTL must pay to the Association on demand charges for all Works carried out by the Association under clause 9.3(a) in circumstances where the EDTL is obliged to carry out the Works under this Sublease but has failed to do so.

(d) This clause 9.3 does not apply to the extent that Works are, or are proposed to be, carried out in respect of Existing Improvements on land that is the subject of a Living Area Underlease to the Association.

9.4 EDTL's Improvements

(a) Subject to the Law, the Planning Scheme and the terms of this Sublease, the EDTL may erect, install, alter, remove, refurbish and demolish EDTL's Improvements and EDTL's Services in, on or under the Living Area provided that any upgrades or Construction of houses are in accordance with the Building Code and have regard to the Environmental Health Standards and the National Indigenous Housing Guide.

(b) During the Term, all EDTL's Improvements and EDTL's Services will remain the property of the EDTL who is responsible for their maintenance, repair and replacement.

9.5 Ownership of Improvements at the end of the Sublease

(a) At the expiry or sooner determination of this Sublease, all Improvements and Services (including EDTL's Improvements and EDTL's Services) will as between the Association and the EDTL, subject to any continuing

Viewed at 10:10:14 on 31/10/2016 by 32GPL.

Registered Interest referred to in clause 9.1(a), any continuing Right of Occupation referred to in clause 9.1(b) and any other relevant continuing right, title or other interest, be the property of the Association in consideration of the sum of $1, if demanded by the EDTL.

(b) Subject to any agreements in writing between the Association and the EDTL, the Association will not be required to further compensate the EDTL for the transfer of the Improvements.

(c) The EDTL undertakes to do all things necessary, including procuring the agreement and cooperation of any Living Area Underlessee or Living Area Licensee, to enable the Association to enjoy and exercise its rights and interests under this clause 9.5.

10. Housing Management Agreements, Living Area Underleases and Living Area Licences

10.1 Housing Management Agreements

(a) The EDTL must use its best endeavours to ensure that there is a Housing Management Agreement to enable a Housing Authority to provide housing services to Aboriginals in the Living Area.

(b) Subject to the provisions of this clause 10, the EDTL may enter into a Housing Management Agreement if the Housing Management Agreement is with:

(i) the Territory or Territory Housing; or

(ii) a Housing Authority other than the Territory or Territory Housing and has been approved by the Territory and it will commence after the third anniversary of this Sublease.

(c) The EDTL must:

(i) include a clause in each Housing Management Agreement which requires the Housing Authority to Consult with the Association in relation to housing and tenancy management policies and procedures (at intervals of not less than every 6 months), as they relate to the Living Area; and

(ii) procure that the relevant Housing Authority complies with its obligations under the Housing Management Agreement including the clause described in clause 10.1(c)(i) above.

10.2 Notification before entering into Housing Management Agreement

(a) The EDTL must notify the public of a proposal to enter into a Housing Management Agreement during the 10th, 20th and 30th years of this Sublease.

(b) Notification under clause 10.2(a) requires the EDTL to place such notice in the local newspaper, a national newspaper and other media as the EDTL considers appropriate in the circumstances to bring the proposed Housing Management Agreement to the attention of Housing Authorities who may wish to enter into a Housing Management Agreement with the EDTL.

Viewed at 10:10:14 on 31/10/2016 by 32GPL.

(c) A Housing Authority with a bona fide interest in entering into a Housing Management Agreement (**Interested Housing Authority**) with the EDTL has 20 Business Days from the date of the notice or such longer time as is specified in the notice to notify the EDTL of that interest.

(d) The EDTL may, in accordance with clause 10.1(b), enter into a Housing Management Agreement with an Interested Housing Authority that has notified the EDTL under clause 10.2(c).

10.3 Grant of Living Area Underlease

(a) Subject to the provisions in this clause 10, the Association acknowledges that the EDTL may grant Living Area Underleases provided that the EDTL ensures that:

(i) if the Living Area Underlease will commence before the third anniversary of this Sublease, it is granted to:

(A) the Territory or Territory Housing;

(B) a Services Provider; or

(C) the Association or the Association's nominee;

(ii) the term of any Living Area Underlease (including any options) does not exceed the balance of the Term then remaining less 1 day;

(iii) subject to clause 26.3, the Living Area Underlease expires automatically upon expiration or early determination of this Sublease;

(iv) the Living Area Underlease is granted in accordance with the requirements of this Sublease; and

(v) each Living Area Underlessee observes and complies with its obligations under its Living Area Underlease.

10.4 Grant of Living Area Underlease of Community Land

The EDTL may grant a Living Area Underlease of the Community Land to the Association.

10.5 Grant of Living Area Underlease of Vacant Land

(a) The Association or the Association's nominee (**Applicant**) may request the EDTL to grant it a Living Area Underlease of Vacant Land in the Living Area.

(b) A request under clause 10.5(a) must include details of:

(i) the proposed use of the Vacant Land;

(ii) the business case for the proposed use of the Vacant Land; and

(iii) how the Applicant will finance the proposed use of the Vacant Land.

Viewed at 10:10:14 on 31/10/2016 by 32GPL.

(c) The EDTL must give reasonable consideration to a request made under clause 10.5(a).

(d) If having considered a request made under clause 10.5(a) the EDTL is satisfied that:

(i) there is a good business case for the proposed use of the Vacant Land;

(ii) the Applicant has sufficient finances for the proposed use of the Vacant Land;

(iii) the Vacant Land is not required for any other purpose; and

(iv) the grant of a Living Area Underlease of the Vacant Land to the Applicant would be appropriate having regard to the objectives set out in paragraph I of the Background,

the EDTL must negotiate in good faith (for a reasonable period of time) for the grant of a Living Area Underlease of the Vacant Land to the Applicant on reasonable terms.

(e) The EDTL must not grant a Living Area Underlease to the Applicant over a Housing Area without the consent of the Territory.

(f) Nothing in this clause 10.5 prevents the EDTL from considering a request for a Living Area Underlease from a person other than the Association or the Association's nominee.

10.6 Grant of Living Area Licence

(a) Subject to the provisions in this clause 10, the Association acknowledges that the EDTL may grant Living Area Licences provided that the EDTL ensures that:

(i) if the Living Area Licence will commence before the third anniversary of this Sublease, it is granted to:

(A) the Territory or Territory Housing;

(B) a Services Provider;

(C) the Association or the Association's nominee;

(ii) the term of any Living Area Licence (including options) does not exceed the balance of the Term then remaining less 1 day;

(iii) subject to clause 26.3, the Living Area Licence expires automatically upon expiration or early determination of this Sublease;

(iv) the Living Area Licence is granted in accordance with the requirements of this Sublease; and

(v) each Living Area Licensee observes and complies with its obligations under its Living Area Licence.

Viewed at 10:10:14 on 31/10/2016 by 32GPL.

10.7 No release of liability

The EDTL acknowledges that the granting of a Living Area Underlease or Living Area Licence pursuant to this clause 10 will not release the EDTL from any of its obligations or liabilities under this Sublease.

10.8 Amendments and termination

The Association may, by written direction to the EDTL, demand that the EDTL amend or terminate any Housing Management Agreement, Living Area Underlease or Living Area Licence not granted in accordance with this Sublease. The EDTL must terminate or amend (as the case may be) any Housing Management Agreement, Living Area Underlease or Living Area Licence not granted in accordance with this Sublease if directed to do so by the Association.

11. Housing Management Tender

(a) The Territory must call for tender for the provision of housing management services in the Subleased Alice Springs Living Areas within 2 years and 6 months of the commencement of the first Alice Springs Living Area Sublease (**Call for Tender**).

(b) The Territory must, in consultation with the Department of Families, Housing, Community Services and Indigenous Affairs of the Commonwealth of Australia, assess any tender received by a person (**Tenderer**) in response to the Call For Tender on the basis of:

(i) the Tenderer's corporate governance;

(ii) the Tenderer's capacity and demonstrated ability to:

(A) provide public housing services;

(B) maintain and repair existing houses;

(C) facilitate the Construction of new houses;

(D) ensure that compliance with the terms and conditions on which public housing services are provided to persons is maximised;

(iii) the Procurement Process; and

(iv) such other matters as the Territory determines are relevant to the provision of public housing.

(c) Subject to clause 11(d), the Territory may enter into a contract for the provision of housing management services in the whole or part of the Subleased Alice Springs Living Areas (**Contract**) with the most appropriate Tenderer having regard to its assessment under clause 11(b). The Contract will provide for the Tenderer to provide housing management services as an independent contractor and if the Tender has PBI Status the Contract must not oblige the Tenderer to pay rates or taxes.

Viewed at 10:10:14 on 31/10/2016 by 32GPL.

(d) If after making an assessment under clause 11(c) the Territory considers that it is not appropriate to enter into a Contract with any Tenderer, the Territory may decide:

(i) not to enter into a Contract with any Tenderer; and

(ii) to conduct a further tender; or

(iii) to provide housing management services in the Subleased Alice Springs Living Areas through Territory Housing or directly itself.

(e) The Territory does not have to comply with this clause 11 to the extent that it is inconsistent with a Procurement Process.

(f) If the Territory has entered into a Contract with a Tenderer pursuant to clause 11(c), the EDTL must negotiate in good faith with the Tenderer (for a reasonable period of time) for the grant of a Housing Management Agreement on reasonable terms in accordance with clause 10.1(b) over the whole or part of the Living Area as the case may be.

(g) The Territory shall not be taken to have complied with this clause 11 unless the Commonwealth Minister has determined, in writing, that the Call For Tender conducted by the Territory was open and competitive.

12. Future housing and Infrastructure needs

(a) The Department of Families, Housing, Community Services and Indigenous Affairs of the Commonwealth of Australia will have regard to the continuing housing and Infrastructure needs in the Alice Springs Living Areas in developing and applying new Australian Government policy in relation to Indigenous housing and Infrastructure, subject to the availability of funding and the housing, Infrastructure and other need elsewhere in Australia.

(b) To inform the Department of Families, Housing, Community Services and Indigenous Affairs of the Commonwealth of Australia's regard to the continuing housing and Infrastructure needs in the Alice Springs Living Areas, the Territory will commission an independent review of housing and Infrastructure needs on a 3 yearly basis. Such a review will include:

(i) details of capital works carried out during the reporting period including detail of the works undertaken and the associated expenditure; and

(ii) identification of outstanding housing and associated Infrastructure needs including the priority of the needs and an estimate of cost based on the market rate at the time of the review.

The 3 yearly report will be made available by the Territory to the Association on request within a reasonable time, subject to any privacy or confidentiality obligations on the Territory.

13. Home ownership

(a) The Parties agree to develop guidelines (**Home Ownership Guidelines**) to enable Aboriginal people to acquire long-term secure tenure in respect

Viewed at 10:10:14 on 31/10/2016 by 32GPL.

of individual houses and the related land area to the extent such arrangements are permitted by the Lease and any applicable Law.

(b) The Parties intend that the Home Ownership Guidelines will provide for the apportionment of any purchase price between the Parties.

14. Rates, Taxes and Charges

14.1 Outgoings

(a) The EDTL must pay on time any Outgoing (or in the Preliminary Sublease Year or Final Sublease Year, the appropriate part of any Outgoing) whether issued against the Association or the EDTL.

(b) Where any Outgoing is issued against the Association, the Association must give the EDTL a copy of the invoice in respect of that Outgoing within 7 Business Days of receiving the invoice.

(c) The EDTL must pay the amounts under this clause 14.1 direct to any Government Agency or other person imposing the charge on time.

(d) The EDTL must give the Association receipts for any Outgoings paid by the EDTL upon request by the Association.

(e) Nothing in this clause 14.1 prevents the EDTL from recovering Outgoings from any Living Area Underlessee or Living Area Licensee, including, if applicable, the Association.

14.2 Charges for Services

(a) The Association is not liable for:

(i) the cost of any Services supplied, metered, consumed or connected to the Living Area except where the Services are for the benefit of the Association; or

(ii) the cost of installing separate meters for any Services capable of being separately metered.

(b) The EDTL must pay on time any amounts charged or levied directly upon the Association relating to the use or supply of Services (except where the Services are for the benefit of the Association) direct to any Government Agency or other person imposing the charge.

(c) Nothing in this clause 14.2 prevents the EDTL from recovering amounts relating to the use or supply of services from any Living Area Underlessee or Living Area Licensee, including, if applicable, the Association.

14.3 Stamp duty

For the avoidance of doubt, the EDTL must pay any stamp duty assessed on this Sublease.

14.4 Association's Administrative costs

The Administrative Costs incurred by the Association will be born by the EDTL.

15. Insurance

(a) Subject to clause 15(b), the EDTL will self insure with Comcover during the Term in respect of the following:

(i) the Improvements; and

(ii) public risk in relation to the Living Area.

(b) Nothing in this clause 15 requires the EDTL to self insure with Comcover in respect of any Improvements if the Improvements are the subject of a Housing Management Agreement, Living Area Underlease or Living Area Licence which requires the Housing Authority, Living Area Lessee or Living Area Licensee, as the case may be, to effect and maintain insurance in relation to the Improvements.

16. GST

(a) Subject to this clause 16, all taxes, duties and government charges imposed in Australia or overseas in connection with this Sublease must be borne by the EDTL.

(b) Unless otherwise indicated, all consideration for any supply made under this Sublease is exclusive of any GST imposed on the supply.

(c) Subject to this clause, if one party (**supplier**) makes a taxable supply under this Sublease to another party (**recipient**), any party providing consideration for the supply must pay on demand without setoff an additional amount to the supplier equal to the GST imposed on the supply by reference to the consideration provided by that party.

(d) No party may claim or retain from another party any amount in relation to a supply made under this Sublease for which the first party can obtain an input tax credit or decreasing adjustment.

17. Use of Living Area

17.1 Permitted Use

The EDTL must only use, and permit the use of, the Living Area for any use consistent with the purpose of the Lease and including the development of the Living Area for the benefit of current and future residents (**Permitted Use**). At the Commencement Date the purpose of the Lease is Aboriginal Communal Purposes.

17.2 Compliance with Laws and Planning Scheme

The EDTL must comply with all Laws and any Planning Scheme which affect or relate to the Living Area and the use or occupation of the Living Area and its Improvements regardless of whether the Law or Planning Scheme requires either or both of the EDTL and the Association or any Third Party to take action, except to the extent that such compliance requires the EDTL to undertake structural alterations or additions to the Existing Improvements, unless such structural alterations or additions are occasioned or required by reason of:

(a) the nature of the particular business conducted by the EDTL in the Living Area; or

Viewed at 10:10:14 on 31/10/2016 by 32GPL.

(b) any negligence or default of the EDTL.

17.3 Compliance with Lease

(a) If the Lease restricts or places conditions on any Development, the EDTL must comply with those restrictions and conditions as if they were restrictions or conditions under this Sublease.

(b) If the Lease places any obligations on the Association, the EDTL must comply with those obligations as if they were obligations under this Sublease.

(c) Clause 17.3(b) does not apply to any obligations in the Lease that require the Association to pay rent or other monies except as otherwise expressly provided in this Sublease.

17.4 Compliance with notices

The EDTL must comply with all notices, orders and directions issued or given by a Government Agency which affect or relate to the Living Area or the use or occupation of the Living Area regardless of whether the notice, order or direction is addressed to or requires compliance by either or both of the EDTL and the Association or any Third Party except:

(a) to the extent that the Association is required to comply with any Law; or

(b) to the extent that compliance with the obligation in this clause 17.4 requires the EDTL to undertake structural alterations or additions to the Existing Improvements, unless such structural alterations or additions are occasioned or required by reason of:

(i) the nature of the particular business conducted by the EDTL in or on the Living Area; or

(ii) any negligence or default of the EDTL.

17.5 Notices

A Party which receives a notice, order or direction from a Government Agency which affects or relates to the Living Area or the use or occupation of the Living Area must promptly give a copy of that notice, order or direction to the other Parties.

17.6 Roads

The Parties acknowledge that the general Laws of the Northern Territory, or a local government body of the Northern Territory, in relation to the use of public roads should apply to all roads in the Living Area generally used by the occupants of the Living Area, and will make no objection or claim to compensation if those Laws do apply.

18. EDTL's indemnity

18.1 Risk

The EDTL:

(a) uses and occupies the Living Area;

(b) uses the Existing Improvements; and

(c) uses all Services,

at the EDTL's own risk.

18.2 The EDTL indemnifies the Association

(a) Subject to the terms of this Sublease, the EDTL must indemnify and keep indemnified the Association against all actions, claims, losses, demands, damages, liabilities, suits, costs and expenses for which it is liable (including legal costs on a full indemnity basis) resulting from:

(i) any damage or loss of property; and

(ii) the death of or injury to any person,

which is or may be suffered or sustained in the Living Area, whether occupied by the EDTL or not, in circumstances which relate in any way to the use and occupation of the Living Area.

(b) This indemnity will not apply to the extent that the action, claim, loss, demand, damage, liability, suit, cost or expense is caused by a deliberate or negligent act or omission of the Association.

(c) This indemnity will not apply to the extent that any claim, liability, action, suit, demand, cost or expense results from any:

(i) loss of or damage to any property in land within the Living Area;

(ii) death or injury of any person occurring on any part of land within the Living Area;

(iii) failure of any of the Services in, on or under land within the Living Area,

if that land is the subject of a Living Area Underlease to the Association.

18.3 The EDTL releases the Association

(a) The EDTL releases the Association and the Association's Agents to the full extent permitted by Law from all claims, liabilities, actions, suits, demands, costs and expenses of every kind resulting from any:

(i) loss of or damage to any property in the Living Area;

(ii) death or injury of any person occurring on any part of the Living Area;

(iii) act or omission of the Association or the Association's Agents in the Living Area; and

(iv) failure of any of the Services.

(b) The EDTL releases and forever discharges the Association from any and all liability arising from any disruption to the EDTL's use of the Living

Viewed at 10:10:14 on 31/10/2016 by 32GPL.

Area arising from Works undertaken pursuant to clause 9.3 including but not limited to any claim for the Association's breach of the covenant of quiet enjoyment.

(c) This release will not apply to the extent that any claim, liability, action, suit, demand, cost or expense is caused by a deliberate or negligent act or omission of the Association or the Association's Agents.

(d) This release will not apply to the extent that any claim, liability, action, suit, demand, cost or expense results from any:

(i) loss of or damage to any property in land within the Living Area;

(ii) death or injury of any person occurring on any part of land within the Living Area;

(iii) failure of any of the Services in, on or under land within the Living Area,

if that land is the subject of a Living Area Underlease to the Association.

19. Reinstatement

19.1 No obligation to reinstate

Subject to clause 9.2(b), neither the Association or the EDTL has any obligation to reinstate the Living Area if at any time during the Term any part of the Living Area is wholly or partly damaged or destroyed or becomes unfit for, or incapable of use or occupation.

19.2 No right to damages

The EDTL will not have any right, action or claim for loss, damage or compensation against the Association as a result of damage to or destruction of any part of the Living Area except to the extent that the damage or destruction is caused or contributed to by a wilful or negligent act or omission of the Association or the Association's Agents.

20. Consultative Forum

20.1 Establishment of the Consultative Forum

(a) The Parties agree that there will be a Consultative Forum for the Alice Springs Living Area Subleases.

(b) Immediately after the execution of the first Alice Springs Living Area Sublease, the EDTL must establish a Consultative Forum.

(c) The Consultative Forum will comprise a maximum of 6 members, being 1 nominee of the EDTL and 5 nominees of the Alice Springs Living Area Associations.

20.2 Purpose of the Consultative Forum

The purpose of the Consultative Forum is to:

Viewed at 10:10:14 on 31/10/2016 by 32GPL.

(a) facilitate communications and to discuss land use and other issues arising in relation to the performance of Alice Springs Living Area Subleases having regard to the interests of Alice Springs Living Area Associations and other legitimate community interests; and

(b) perform other functions as agreed by the Parties from time to time.

20.3 Association nominees to consult with Living Area residents

The members of the Consultative Forum who are nominees of the Alice Springs Living Area Associations will consult with residents of the Subleased Alice Springs Living Areas in relation to the business of the Consultative Forum.

20.4 Power to bind the Parties

(a) The Consultative Forum does not have the power to bind the Parties to this Sublease.

(b) A member of the Consultative Forum does not have the power to bind the Party who appointed him or her.

20.5 EDTL to consult with the Consultative Forum

(a) The EDTL must Consult with the Consultative Forum in relation to:

(i) the future development of the Subleased Alice Springs Living Areas including the housing and Infrastructure needs of the Subleased Alice Springs Living Areas;

(ii) Housing Management Agreements or Living Area Underleases which the EDTL proposes to grant, other than a Housing Management Agreement to the Territory or Territory Housing that will commence within the first 3 years of this Sublease; and

(iii) material contracts which the EDTL proposes to enter into relating to the Subleased Alice Springs Living Areas.

(b) The EDTL may consult with the Consultative Forum in relation to any other matter related to the administration of this Sublease.

(c) The EDTL must have due regard to any recommendation of the Consultative Forum.

20.6 Conduct of the Consultative Forum

(a) The EDTL must convene:

(i) the first meeting of the Consultative Forum within 6 months of the commencement of the first Alice Springs Living Area Sublease; and

(ii) meetings of the Consultative Forum no less frequently than every 6 months during the Term of this Sublease.

(b) Subject to clause 20.6(a), meetings of the Consultative Forum are to be convened and conducted in accordance with the Consultative Forum Rules prepared in reasonable form by the EDTL and amended from time to time by the Consultative Forum (**Consultative Forum Rules**).

Viewed at 10:10:14 on 31/10/2016 by 32GPL.

(c) The reasonable costs of the Consultative Forum will be borne by the EDTL.

20.7 Annual Statement to Consultative Forum

The EDTL will provide a statement (**EDTL Annual Statement**) to the Consultative Forum within 6 months of the end of each Sublease Year providing details of the EDTL's revenue and expenses in relation to the Subleased Alice Springs Living Areas during the previous Sublease Year.

21. Advisory Housing Forum

21.1 Membership of the Advisory Housing Forum

(a) The Parties agree that there will be an Advisory Housing Forum for the Alice Springs Living Area Subleases.

(b) The Advisory Housing Forum will comprise 3 members, being 1 nominee of the Commonwealth of Australia, 1 nominee of the Territory and 1 nominee of Tangentyere Council.

21.2 Purpose of the Advisory Housing Forum

The purpose of the Advisory Housing Forum is to facilitate communications between the Commonwealth of Australia, the Territory and Tangentyere Council in relation to tenancy management issues in the Subleased Alice Springs Living Areas.

21.3 Power to bind the Parties

(a) The Advisory Housing Forum does not have the power to bind the Parties to this Sublease.

(b) A member of the Advisory Housing Forum does not have the power to bind the Party who appointed him or her.

21.4 Advisory Housing Forum Meetings

(a) The Advisory Housing Forum will meet quarterly.

(b) Meetings of the Advisory Housing Forum are to be convened and conducted in accordance with the rules (if any) determined by the Advisory Housing Forum from time to time.

22. Association's obligations

22.1 Quiet enjoyment

If the EDTL pays the Sublease Payment (if demanded) and otherwise complies with the terms of this Sublease, the EDTL may, subject to any Registered Interest, peaceably hold and quietly enjoy the Living Area during the Term without disturbance or interruption from or by the Association or any other person or persons claiming under the Association during the Term.

Viewed at 10:10:14 on 31/10/2016 by 32GPL.

22.2 Produce certificates

The Association will promptly produce all necessary certificates as to title upon demand by the EDTL to facilitate the registration of this Sublease, any Housing Management Agreement, any Living Area Underlease and any Living Area Licence granted by the EDTL or any transfer, variation, mortgage, underlease, surrender or other dealing with or involving a Housing Management Agreement, Living Area Underlease or Living Area Licence.

23. Sublease ends if Lease ends

This Sublease will automatically end if the Lease ends for any reason. If this Sublease ends under this clause, this does not affect rights that arise before, or because of, the ending of this Sublease.

24. Default

24.1 Occurrence of Default Event

(a) If a Default Event occurs the Association may give the Defaulting Party a notice in writing:

(i) specifying that a Default Event has occurred;

(ii) setting out reasonable details of the event or circumstance constituting the Default Event; and

(iii) in the case of a Default Event other than a Financial Default, specifying the Cure Period.

(b) If the Defaulting Party is the Territory, the Association must give the EDTL a copy of the Default Notice within 5 Business Days of providing the Default Notice to the Territory.

24.2 Financial Default

(a) If the EDTL commits a Financial Default and fails to remedy the breach within 40 Business Days after receiving the Default Notice, the Association may terminate this Sublease 40 Business Days after giving written notice of intention to terminate to the EDTL subject to clause 24.2(b).

(b) The Association may not give written notice of intention to terminate to the EDTL until it has exhausted the procedures in clause 28.

24.3 Remedies for other Default Events

(a) If a Defaulting Party commits a Default Event, other than a Financial Default, then within 20 Business Days of receipt of the Default Notice, the Defaulting Party must provide to the Association a Cure Plan in respect of that Default Event. The Association must not unreasonably refuse a request by the Defaulting Party for an extension of time to prepare the Cure Plan.

(b) Following receipt of a Default Notice, the Defaulting Party will be permitted to cure the Default Event within the Cure Period and, if applicable, in accordance with the Cure Plan.

Viewed at 10:10:14 on 31/10/2016 by 32GPL.

(c) If the Defaulting Party requires an extension to the Cure Period it may, not later than the expiration of the current Cure Period, provide to the Association:

(i) a revised Cure Plan; and

(ii) evidence that:

(A) the Defaulting Party has diligently pursued and is continuing to diligently pursue a feasible and practicable programme of rectification; and

(B) the Default Event cannot be (or could not have been), with reasonable diligence, cured within the current Cure Period.

(d) The Association must not unreasonably refuse to grant an extension of the Cure Period.

(e) If the Defaulting Party commits a Default Event in relation to the Living Area and the Default Event is not cured within the Cure Period then the Defaulting Party commits a Termination Event.

(f) The provisions of this clause 24.3 do not limit or reduce the rights of the Association to claim damages for breach of this Sublease.

24.4 Remedies for Termination Event

(a) If a Termination Event occurs, then the Association will be entitled to:

(i) terminate this Sublease 40 Business Days after service of written notice of intention to terminate to the EDTL, subject to clause 24.2(b); and

(ii) exercise all legal and equitable rights and remedies available to the Association (whether under this Sublease or otherwise).

(b) The Association may not give written notice of intention to terminate to the EDTL until it has exhausted the procedures in clause 28.

24.5 Waiver

If this Sublease, or the EDTL's right to occupy the Living Area is terminated for any reason, the EDTL waives any rights it might otherwise have to pursue a claim of restitution of any kind including, without limitation, a claim of unjust enrichment.

24.6 Consequences of termination

Upon termination of this Sublease, or the EDTL's right to occupy the Living Area (whether through default or expiry or otherwise), the rights and obligations of the Parties will cease except for:

(a) any obligations arising or rights accrued as a result of an existing breach of this Sublease; and

(b) any obligations which are expressed to continue in accordance with the terms of this Sublease.

Viewed at 10:10:14 on 31/10/2016 by 32GPL.

25. Overholding

If the EDTL remains in occupation of the Living Area without objection by the Association following the expiration or earlier determination of this Sublease, then:

(a) the EDTL will be deemed to be a biannual tenant upon the same terms and conditions as are contained in this Sublease so far as they are applicable to such a tenancy; and

(b) such a tenancy will be determinable by either Party on 6 month's prior written notice.

26. Obligations on expiration or termination

26.1 Return of Living Area

The EDTL must return the Living Area to the Association at the expiration, surrender or earlier determination of the EDTL's occupancy of the Living Area in a condition consistent with its obligations under this Sublease.

26.2 Novation of agreements

(a) Subject to clause 26.3, upon the expiration or earlier determination of this Sublease the EDTL must, upon the request of the Association, use all reasonable endeavours to novate or assign to the Association or the Association's nominee without payment:

(i) any service or maintenance agreement relating to the Living Area, Improvements or Services (or any part of it) or the benefit of any such agreement; and

(ii) any other agreement solely relating to the Living Area (or any part of it) or the benefit of any such agreement.

(b) Nothing in this clause 26.2 requires the Association to request the novation or assignment of any agreement.

26.3 Novation of Housing Management Agreements, Living Area Underleases and Living Area Licences

Prior to or upon the early determination of this Sublease:

(a) the EDTL must use all reasonable endeavours to novate or assign all Housing Management Agreements, Living Area Underleases and Living Area Licences to the Association; and

(b) the Association must use all reasonable endeavours to enable the EDTL to novate or assign all Housing Management Agreements, Living Area Underleases and Living Area Licences to the Association.

27. Renewal

27.1 Renewal of Sublease

The Parties agree to negotiate in good faith for the renewal of this Sublease not later than 20 years before the end of the Term.

Viewed at 10:10:14 on 31/10/2016 by 32GPL.

28. Dispute resolution

28.1 Procedure to resolve disputes

(a) If there is a dispute between the Parties relating to or arising out of this Sublease, the Parties must use reasonable endeavours acting in good faith to settle the dispute as soon as practicable.

(b) If a dispute relating to or arising under this Sublease is not resolved within 25 Business Days (or such longer period as agreed between the Parties) after notice by one Party to the other of the nature of the dispute, the Parties will submit the matter to mediation on the following terms:

(i) the mediator will be chosen by the Parties within 10 Business Days (or such longer period agreed between the Parties) and appointed within a further 5 Business Days (or such longer period agreed between the Parties);

(ii) in the absence of agreement by the Parties as to the mediator, either Party may apply to the President of LEADR to appoint a mediator who must be appointed within 10 Business Days (or such longer period agreed between the Parties) of the application;

(iii) the Parties must endeavour to procure that a mediator appointed under subparagraph 28.1(b)(i) or 28.1(b)(ii):

(A) assists the Parties to reach a resolution of the dispute by agreement;

(B) acts impartially and ensures that each Party has a clear understanding of the other Party's points of view to enable proposals to be formulated for settlement of the dispute;

(C) does not make his or her personal or professional views known to the Parties or give any professional advice to a Party;

(D) is entitled to terminate the mediation if, after consultation with the Parties, the mediator forms the view that the mediation process is exhausted; and

(E) does not impose a solution on the Parties and any suggestion made during the course of the mediation by the mediator will not be binding on a Party;

(iv) each Party may appoint a person, including a legally qualified person, to represent it or assist it in the mediation;

(v) each Party will bear its own costs relating to the preparation for and attendance at the mediation;

(vi) the costs of the mediator will be borne equally between the Parties; and

(vii) the mediation process will cease if the dispute has not been settled within 20 Business Days of the mediator being appointed, or such longer time as may be agreed by the Parties.

Viewed at 10:10:14 on 31/10/2016 by 32GPL.

(c) A Party may not commence court proceedings in relation to a dispute arising in connection with this Sublease until it has exhausted the procedures in this clause 28 unless the Party seeks appropriate injunctive or other interlocutory relief to preserve property or rights or to avoid losses that are not compensable in damages.

28.2 Continue to perform

Notwithstanding the existence of a dispute, each Party must continue to perform its obligations under this Sublease.

29. General

29.1 Amendments

The Parties may from time to time by agreement in writing, amend or vary the provisions of this Sublease.

29.2 Nature of obligations

(a) Any provision in this Sublease which binds more than one person binds all of those persons jointly and each of them severally.

(b) Each obligation imposed on a Party by this Sublease in favour of another is a separate obligation.

29.3 Entire understanding

(a) This Sublease contains the entire understanding between the Parties concerning the subject matter of the Sublease and supersedes all prior communications between the Parties.

(b) Each Party acknowledges that, except as expressly stated in this Sublease, that Party has not relied on any representation, warranty or undertaking of any kind made by or on behalf of the other Party in relation to the subject matter of this Sublease.

29.4 No adverse construction

This Sublease is not to be construed to the disadvantage of a Party because that Party was responsible for its preparation.

29.5 Further assurances

A Party, at its own expense and within a reasonable time of being requested by another Party to do so, must do all things and execute all documents that are reasonably necessary to give full effect to this Sublease.

29.6 No waiver

(a) A failure, delay, relaxation or indulgence by a Party in exercising any power or right conferred on the Party by this Sublease does not operate as a waiver of the power or right.

(b) A single or partial exercise of the power or right does not preclude a further exercise of it or the exercise of any other power or right under this Sublease.

Viewed at 10:10:14 on 31/10/2016 by 32GPL.

(c) A waiver of a breach does not operate as a waiver of any other breach.

29.7 Severability

If any provision of this Sublease is void, voidable by any party, unenforceable or illegal, it shall be read down so as to be valid and enforceable or if it can not be so read down, the provision (or where possible the offending words), shall be severed from this Sublease without affecting the validity, legality or enforceability of the remaining provisions (or parts of those provisions) of this Sublease which will continue in full force and effect.

29.8 Successors and assigns

This Sublease binds and benefits the Parties and their respective successors and permitted assigns under clause 29.9.

29.9 No assignment without consent of other Parties

(a) A Party cannot assign or otherwise transfer the benefit of this Sublease without the prior written consent of each other Party.

(b) An assignment or transfer of the benefit of this Sublease without the prior written consent of each other Party is invalid.

29.10 Consents and approvals

Where anything depends on the consent or approval of a Party then, unless this Sublease provides otherwise, that consent or approval may be given conditionally or unconditionally or withheld, in the absolute discretion of that Party.

29.11 Costs

Each Party must pay its own legal costs of and incidental to the preparation and completion of this Sublease.

29.12 Governing law and jurisdiction

(a) This Sublease is governed by and must be construed in accordance with the laws in force in the Northern Territory.

(b) The Parties submit to the exclusive jurisdiction of the courts of that Territory and the Commonwealth of Australia in respect of all matters arising out of or relating to this Sublease, its performance or subject matter.

29.13 Notices

Any notice or other communication to or by a Party under this Sublease:

(a) may be given by personal service, pre-paid registered post or facsimile;

(b) must be in writing, legible and in English addressed (depending on the manner in which it is given) as set out in Item 3 of the Schedule or to any other address last notified by the Party to the sender by notice given in accordance with this clause;

(c) in the case of a corporation, must be signed by an officer or authorised representative of the sender or in accordance with section 127 of the Corporations Act or section 99-5 of the CATSI Act; and

(d) is deemed to be given by the sender and received by the addressee:

(i) if delivered in person, when delivered to the addressee;

(ii) if posted, 2 Business Days (or 6 Business Days, if posted outside Australia) after the date of posting to the addressee whether delivered or not; or

(iii) if sent by facsimile transmission, on the date and time shown on the transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety and in legible form to the facsimile number of the addressee notified for the purposes of this clause,

but if the delivery or receipt is on a day which is not a Business Day or is after 4.00 pm (addressee's time), it is deemed to have been received at 9.00 am on the next Business Day.

29.14 Counterparts

If this Sublease consists of a number of signed counterparts, each is an original and all of the counterparts together constitute the same document.

29.15 Conflicting provisions

If there is any conflict between the main body of this Sublease and any schedules or annexures comprising it, then the provisions of the main body of this Sublease prevail.

29.16 Non merger

A term or condition of, or act done in connection with, this Sublease does not operate as a merger of any of the rights or remedies of the Parties under this Sublease and those rights and remedies continue unchanged.

29.17 Operation of indemnities

Unless this Sublease expressly provides otherwise:

(a) each indemnity in this Sublease survives the expiry or termination of this Sublease; and

(b) a Party may recover a payment under an indemnity in this Sublease before it makes the payment in respect of which the indemnity is given.

29.18 No right of set-off

Unless this Sublease expressly provides otherwise, a Party has no right of set-off against a payment due to another Party.

29.19 Payment of interest

Any provision expressed or implied in this Sublease obliging the EDTL to pay interest on any moneys including the Sublease Payment has no effect.

Viewed at 10:10:14 on 31/10/2016 by 32GPL.

29.20 Relationship of Parties

Unless this Sublease expressly provides otherwise, nothing in this Sublease may be construed as creating a relationship of partnership, of principal and agent or of trustee and beneficiary.

Viewed at 10:10:14 on 31/10/2016 by 32GPL.

Schedule - Sublease particulars

Item:	Particulars:
1. **Living Area** (clause 1.1)	The whole of the land described in Certificate of Title Volume 623 Folio 349 being Lot 5149 Town of Alice Springs on plan S77/036 a copy of which is attached at Annexure 1.
2. **Commencement Date** (clause 1.1)	The date on which clause 2.1(a) is satisfied, being 3 December 2009
3. **Notices** (clause 29.13)	If to the Association: Ilperle Tyathe Association Incorporated PO Box 8070 Alice Springs NT 0871
	If to the EDTL: The Executive Director of Township Leasing Centraplaza 16 Bowes Street WODEN ACT 2606 Facsimile: (02) 6121 4150
	If to the Territory: Executive Director Projects and Key Initiatives Territory Housing, Department of Local Government and Housing GPO Box 4621 Darwin NT 0801 Ph: (08) 8999 8426

Viewed at 10:10:14 on 31/10/2016 by 32GPL.

	If to Territory Housing: Executive Director Projects and Key Initiatives Territory Housing, Department of Local Government and Housing GPO Box 4621 Darwin NT 0801 Ph: (08) 8999 8426
4. **Community Land** (clause 1.1)	That part of the Living Area indicatively hatched on the plan at Annexure 4 being the areas marked "Lot 9674(A)" and "CF".

Viewed at 10:10:14 on 31/10/2016 by 32GPL.

Executed as a deed.

Executed by **Ilperle Tyathe Association Incorporated** in accordance with its constitution by:

Simon Morton	Melissa Brown
Signature	Signature
SIMON MORTON	MELISSA BROWN
Print Name	Print Name
TREASURER	COMMITTEE MEMBER
Position	Position
Signature	Signature
Print Name	Print Name
Position	Position

31.07.2007
Date

Sublease

Executed by the **Executive Director of Township Leasing** for and on behalf of the Commonwealth of Australia in the presence of:

.....
Signature of qualified witness

KYM LOCKLEY
.....
Name of qualified witness (please print)

Solicitor
.....
Qualification

Phone: (02) 6121 4223
Address: L3, 16 Bowes St
.....Woden ACT.....
Contact details of qualified witness

.....
Signature of Executive Director of Township Leasing

PAT WATSON
.....
Name (please print)

3/12/2009
.....
Date

Viewed at 10:10:14 on 31/10/2016 by 32GPL.

SIGNED by DAVID RITCHIE for and on behalf of the NORTHERN TERRITORY OF AUSTRALIA pursuant to a delegation under the *Contracts Act* in the presence of:

.....
Witness

Jackie Antoun
Print name

.....
A Practitioner of the Supreme Court of the Northern Territory of Australia
68 The Esplanade, Darwin NT
Ph: (08) 8935 7809
Position

.....
Signature

D.J. Ritchie
Chief Executive
Print name

3 DEC 2009
.....
Date

The common seal of the Chief Executive Officer (Housing) was affixed in the presence of:

.....
Witness

Jackie Antoun
Print name

.....
A Practitioner of the Supreme Court of the Northern Territory of Australia
68 The Esplanade, Darwin NT
Ph: (08) 8935 7809
Position

.....
Chief Executive Officer (Housing)

D.J. Ritchie
Chief Executive
Print name

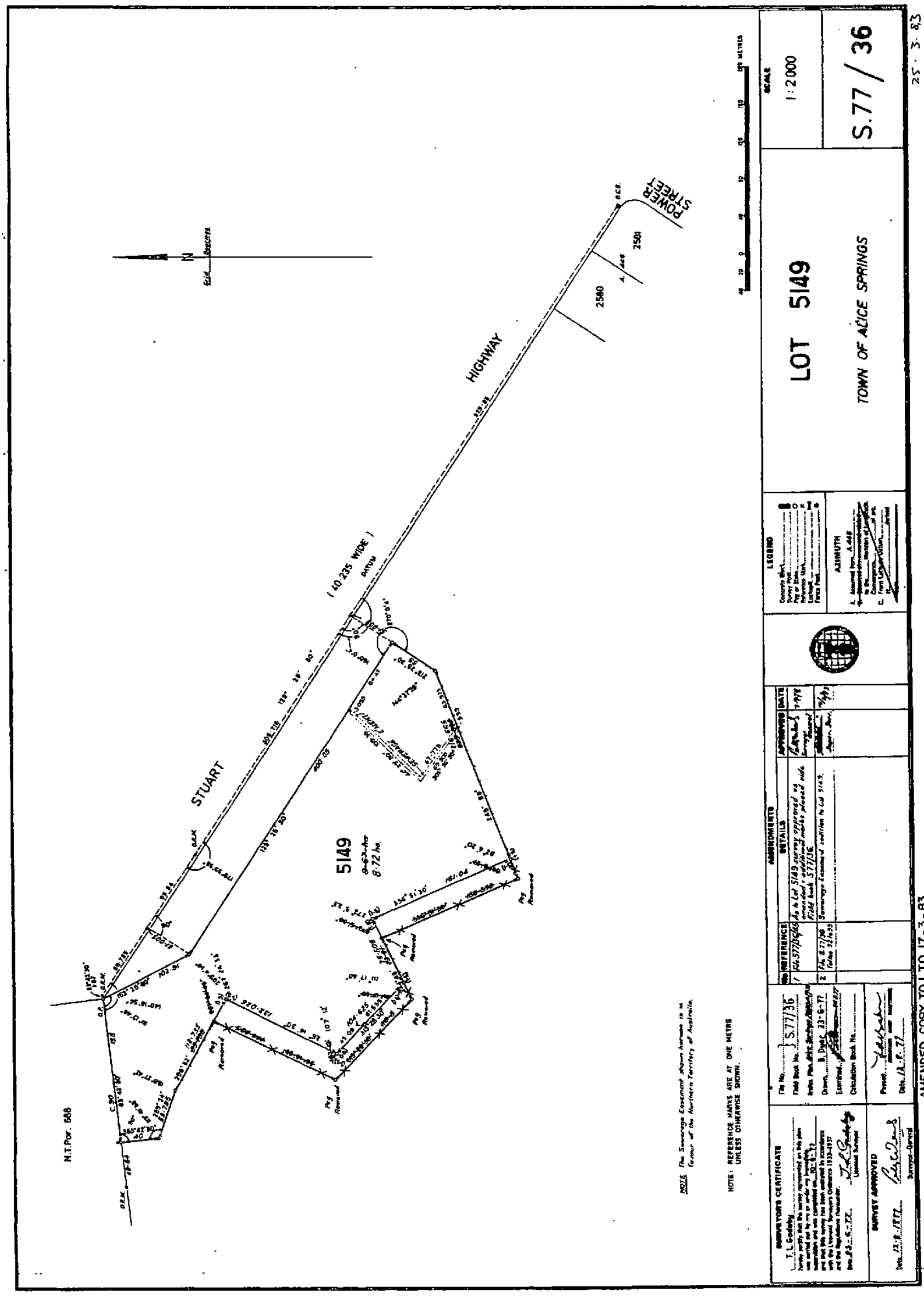
3 DEC 2009
.....
Date

Viewed at 10:10:14 on 31/10/2016 by 32GPL.

Annexure 1 - Living Area

Viewed at 10:10:14 on 31/10/2016 by 32GPL.

Survey Plan S 77/036



AMENDED COPY TO LT.O. 17 - 3 - 83

Viewed at 14:05:46 on 18/05/2009 by 69AGS.

Annexure 2 - Form 78 Non Lapsing Caveat

Viewed at 10:10:14 on 31/10/2016 by 32GPL.

Intentionally Blank

Form 78

Section 138

Land Title Act
REGISTRAR-GENERAL'S DIRECTIONS

NORTHERN TERRITORY OF AUSTRALIA

X **No:**

IMPORTANT NOTICE

Please Note Privacy Statement Overleaf

NON LAPSING CAVEAT

The caveator claims the estate or interest specified in the land described on the grounds set out and forbids the registration of any dealing affecting that estate or interest to the extent of the prohibition as specified during the period in which the caveat remains in force. (NOTES 1-5)

Register	Volume	Folio	Location	Lot Description	Plan	Unit

(NOTE 6)

CAVEATOR (PERSON LODGING CAVEAT)	Name: Address for the service of Notices:	(NOTE 7)
ESTATE OR INTEREST CLAIMED		(NOTE 8)
GROUNDS OF CLAIM		(NOTE 9)
REGISTERED INTERESTS AFFECTED EXTENT OF PROHIBITION	Instrument No: Absolutely	(NOTE 10)
OWNERS	Name: Address:	(NOTE 11)
OTHER PARTIES	Name: Address:	(NOTE 12)

BASIS OF LODGEMENT (tick one)

BY REGISTERED OWNER	WITH THE CONSENT OF THE REGISTERED OWNER	COPY OF COURT ORDER DEPOSITED	OTHER THAN PURSUANT TO PART 7 DIVISION 2 OF THE *LAND TITLES ACT*.

(NOTE 13)

.....
SIGNED by the Caveator
on (Date) .....

In the presence of:
.....
Qualified Witness:
.....

.....

(NOTES 14 & 15)

Registered on ..... At .....

Office use only.

Notices sent to registered proprietors

On ..... / ..... / 20.....

Registered Mail No: .....

Notices sent to registered proprietors

On ..... / ..... / 20.....

Registered Mail No: .....

Notices sent to registered proprietors

On ..... / ..... / 20.....

Registered Mail No: .....

Notices sent to registered proprietors

On ..... / ..... / 20.....

Registered Mail No: .....

SCHEDULE OF NOTES

1. Caveats remain in effect for the periods specified in Part 7 Division 2 of the *Land Title Act*. For Non Lapsing of Caveats refer Section 142 of the *Land Title Act*. This form may be used only if one of the circumstances set out in section 142(1) (a) to (e) of the *Land Title Act* exists.
2. A caveat prevents registration of another instrument affecting the lot over which the caveat is lodged from the date and time endorsed by the Registrar-General on the caveat as the caveat's date and time of lodgement.
3. A caveat may be lodged as an original only and must be typed or completed in ink or biro. Alterations to information entered on the form should be crossed out (not erased or obliterated by painting over) and initialled by the parties.
4. All signatures must be in ink or biro.
5. If there is insufficient space in any panel use the space above or an annexure sheet (Form 95).
6. Volume and Folio references must be given together with complete parcel description. The certificate as to title need not be produced. If the caveat affects part only of the land in a title the description should also be given. Any necessary diagram should be endorsed above or on an annexure sheet (Form 95) or a survey plan deposited with the Surveyor-General may be referred to.
7. Insert full name and an address for the service of notices. The address can be a postal address.
8. Specify the estate or interest claimed eg. "an estate in fee simple in the land", "an interest as mortgagee in the land". Where the interest claimed is the interest of only one of several registered owners this fact should be set out here. The interest must be an interest in the land.
9. Specify the grounds on which the interest is claimed.

   eg. "as purchaser under a contract of sale from A.B. dated....."
   "as mortgagee under an instrument of mortgage from A.B. dated....."
10. Where the caveat only affects one or some of the registered interest specify the registered interest eg lease. Caveats can be lodged so as not to absolutely prohibit dealings with the land or interest. If this is the case delete "absolutely" and specify the conditions under which registration may be effected. eg "except a mortgage to .....".
11. Insert Owners current address for the Service of Notices.
12. The Registrar-General must give written notice of lodgement of a caveat to each person whose interest or whose right to registration of an instrument is affected by the caveat. Insert name and address for the Service of Notices of anyone else having the right to deal with the lot affected by the caveat
13. You must tick one of these boxes. If you are unable to, the caveat subject to section 142 of the *Land Title Act* is a lapsing caveat and form 79 must be used. If you are claiming that the caveat is lodged with the consent of the registered owner evidence of the written consent is required either as a separate consent (Form 93) or other evidence of that consent must be produced.
14. The caveat may be signed by the caveator or by an agent of the caveator.
15. Persons who may witness this document are a Commissioner for Oaths, a member of the Legislative Assembly, a legal practitioner within the meaning of the *Legal Practitioners Act*, a person holding office under the *Supreme Court Act*, the *Justices Act*, the *Local Court Act* or the *Registration Act*, a member of the Police Force, a person licensed as a conveyancing agent or real estate agent under the *Agents Licensing Act*, a Notary Public and any other person approved by the Registrar-General.

    A witness to an instrument executed by an individual must first:

    - take reasonable steps to ensure that the individual is the person entitled to sign the instrument;
    - have the individual execute the document in the presence of the witness;
    - not be a party to the instrument; and
    - if witnessing more than one signature, clearly state that he/she has witnessed more than one signature. (ie I have witnessed the two signatures appearing above).

    After signing, witnesses must legibly write, type or stamp their names and contact address or telephone number below their signature.

    For a corporation, an instrument must be executed in a way permitted by law or sealed with the corporation's seal in accordance with the *Law of Property Act*, Section 48.

    For witnessing of instruments executed outside the Northern Territory refer to Schedule 1 of the *Land Title Act* and the Registrar-General's Direction.

PRIVACY STATEMENT – LAND REGISTER FORMS

The Registrar-General's Office is authorised by the Land Title Act to collect the information on this form for the establishment and maintenance of the Land Register, which is made available for search by any person, anywhere, including through the Internet, upon payment of a fee. The information is regularly provided to other NT Government agencies, the Australian Valuation Office, local governments, the Australian Bureau of Statistics, the Australian Taxation Office or other Commonwealth Agencies as required or authorised by law, and some private sector organisations for conveyancing, local government, valuation, statistical, administrative and other purposes. The Department of Planning and Infrastructure also uses the information to prepare and sell or licence property sales reports to commercial organisations concerned with the development, sale or marketing of property.

Failure to provide the information in full or in part may prevent your application or transaction being completed.

Your personal information provided on this form can be subsequently accessed by you on request. If you have any queries please contact the Deputy Registrar-General on 8999 5318.

Viewed at 10:10:14 on 31/10/2016 by 32GPL.

Annexure 3 - Form 93 General Consent

Viewed at 10:10:14 on 31/10/2016 by 32GPL.

Intentionally Blank

Form 93

Land Title Act
REGISTRAR-GENERAL'S DIRECTIONS

NORTHERN TERRITORY OF AUSTRALIA

G	C	No:

IMPORTANT NOTICE

Please Note Privacy Statement Overleaf

GENERAL CONSENT

Register	Volume	Folio	Location	Lot Description	Plan	Unit

(NOTE 1 – 2)

INSTRUMENT BEING CONSENTED TO (Item 1)	Instrument Type: Dated: Names of Parties:	(NOTE 3)
INSTRUMENT UNDER WHICH CONSENT REQUIRED (Item 2)	Dealing Type: Dealing No: Name of consenting party:	(NOTE 4)
EXECUTION BY CONSENTING PARTY	The party identified in item 2 consents to the registration of the instrument identified in item 1 in respect of the above land.	(NOTE 5)

.....	.....
Signed by the Consenting Party	Signed by the Consenting Party
(Date)	(Date) .....
In the presence of:	In the presence of:
.....	.....
Qualified Witness:	Qualified Witness:
.....	.....
.....	.....

(NOTE 6)

Registered on ..... At .....

SCHEDULE OF NOTES

1. This General Consent form is lodged as an original only and must be typed or completed in ink or biro. Alterations to information entered on the form should be crossed out (not erased or obliterated by painting over) and initialled by the parties.
2. Volume and Folio references must be given together with parcel description.
3. Insert Instrument type and number, date and name of parties of the instrument being consented to.
4. Insert dealing type, number and name of consenting party.
5. This is the consenting clause.
6. Persons who may witness this document are a Commissioner for Oaths, a member of the Legislative Assembly, a legal practitioner within the meaning of the *Legal Practitioners Act*, a person holding office under the *Supreme Court Act*, the *Justices Act*, the *Local Court Act* or the *Registration Act*, a member of the Police Force, a person licensed as a conveyancing agent or real estate agent under the *Agents Licensing Act*, a Notary Public and any other person approved by the Registrar-General.

   A witness to an instrument executed by an individual must first:

   - take reasonable steps to ensure that the individual is the person entitled to sign the instrument;
   - have the individual execute the document in the presence of the witness;
   - not be a party to the instrument; and
   - if witnessing more than one signature, clearly state that he/she has witnessed more than one signature. (ie I have witnessed the two signatures appearing above).

   After signing, witnesses must legibly write, type or stamp their names and contact address or telephone number below their signature.

   For a corporation, an instrument must be executed in a way permitted by law or sealed with the corporation's seal in accordance with the *Law of Property Act*, Section 48.

   For witnessing of instruments executed outside the Northern Territory refer to Schedule 1 of the *Land Title Act* and the Registrar-General's Direction.

PRIVACY STATEMENT – LAND REGISTER FORMS

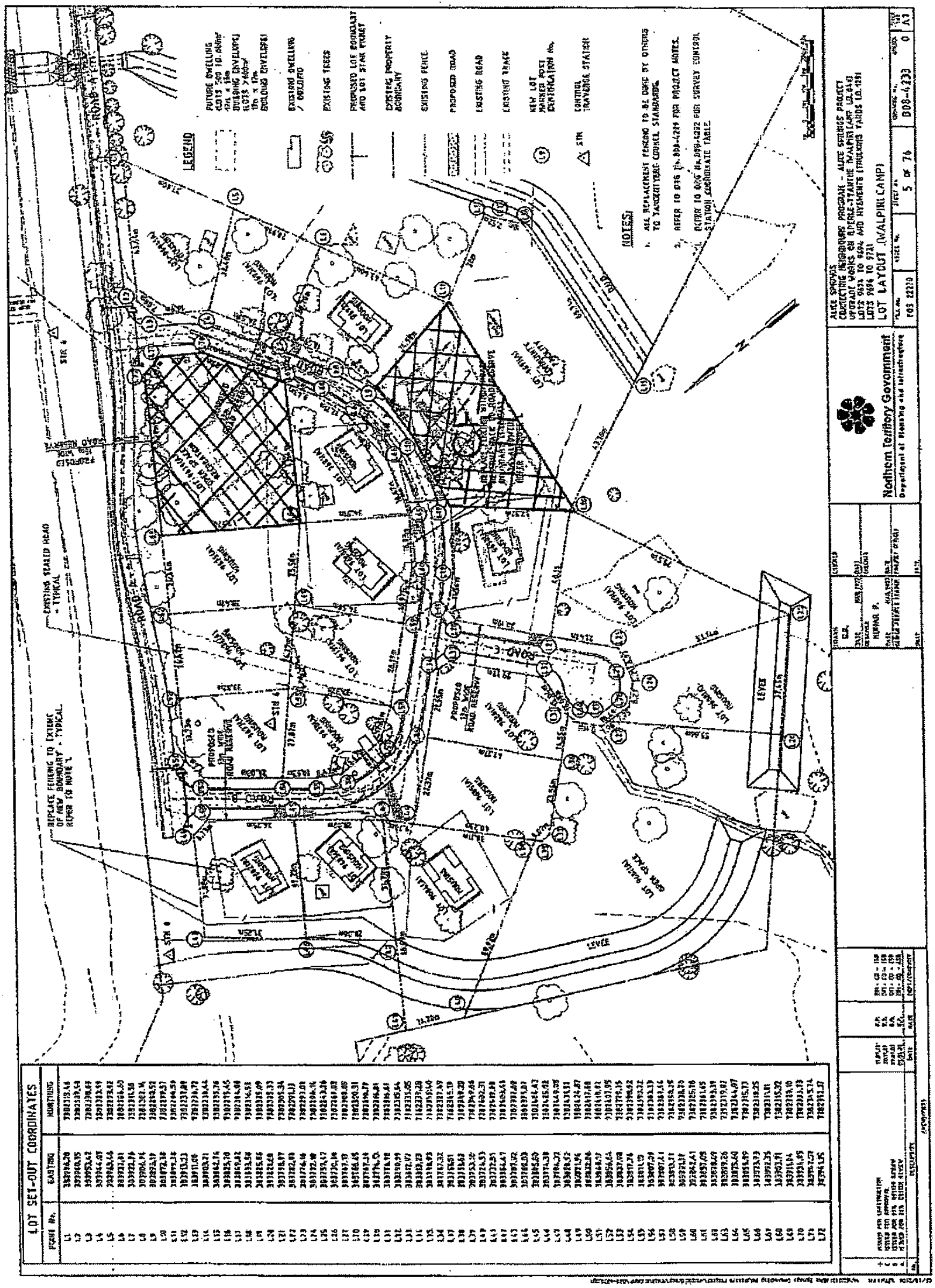
The Registrar-General's Office is authorised by the Land Title Act to collect the information on this form for the establishment and maintenance of the Land Register, which is made available for search by any person, anywhere, including through the Internet, upon payment of a fee. The information is regularly provided to other NT Government agencies, the Australian Valuation Office, local governments, the Australian Bureau of Statistics, the Australian Taxation Office or other Commonwealth Agencies as required or authorised by law, and some private sector organisations for conveyancing, local government, valuation, statistical, administrative and other purposes. The Department of Planning and Infrastructure also uses the information to prepare and sell or licence property sales reports to commercial organisations concerned with the development, sale or marketing of property.

Failure to provide the information in full or in part may prevent your application or transaction being completed.

Your personal information provided on this form can be subsequently accessed by you on request. If you have any queries please contact the Deputy Registrar-General on 8999 5318.

Annexure 4 - Community Land

Viewed at 10:10:14 on 31/10/2016 by 32GPL.


LEGEND
NOTES:
LOT SET-OUT COORDINATES
Northern Territory Government
LOT LAYOUT (WALPIRI CAMP)
ALICE SPRINGS
5 OF 76
B08-4233

00397571

DEPARTMENT OF JUSTICE (ABN 84 085 734 992)
REGISTRAR-GENERAL'S OFFICE
NICHOLS PLACE
GPO BOX 3021

3 OF 4

Priority of Lodgement	

Enquiries : 8999 6252

TAX INVOICE (RECEIPT) - OFFICE COPY

Lodging Party:
OFFICE OF TOWNSHIP LEASING,
GPO BOX 3671
DARWIN NT 0801

Customer Code:
Self Assessing Code:

Date of Issue	24/06/2011
at	15:59
by	SVJ
Application #	00230226

Document Delivery:
OFFICE OF TOWNSHIP LEASING

Lodgement No 756316 ~~756115~~

If paper title exists enter

Volume _____

Folio _____

Description	GST Incl Amount
SUBLEASE (LOT 5149 T/A/SPRINGS)	155.00

Total Cost excl GST	$155.00
Total GST	$0.00
Total Invoice	$155.00

Payment Details

EFT - CREDIT CARD

00414251

DEPARTMENT OF JUSTICE (ABN 84 085 734 992)
REGISTRAR-GENERAL'S OFFICE
NICHOLS PLACE
GPO BOX 3021

3 OF 3

Priority of Lodgement	

Enquiries : 8999 6252

TAX INVOICE (RECEIPT) - OFFICE COPY

Lodging Party:
OFFICE OF TOWNSHIP LEASING,
GPO BOX 3671
DARWIN NT 0801

Customer Code:
Self Assessing Code:

Document Delivery:
OFFICE OF TOWNSHIP LEASING
GPO BOX 3671
DARWIN NT 0801

Date of Issue	22/08/2011
at	15:25
by	JSIA
Application #	00239814

Lodgement No 756316 ~~756445~~

If paper title exists enter

Volume _____

Folio _____

Description	GST Incl Amount
LODGEMENT (SUBLEASE LOT 5149)	2.00

Total Cost excl GST	$2.00
Total GST	$0.00
Total Invoice	$2.00

Payment Details

EFT - CREDIT CARD

4015/11

33

Form 32 Section 65

Land Title Act
REGISTRAR-GENERAL'S DIRECTIONS

NORTHERN TERRITORY OF AUSTRALIA

DL007564550

Dealing Number: 756455 Lodged 12/09/2011 at 15:48:50
Dealing Type: UL By CASH
Volume 753 Folio 914 Fee $157.00 Receipt 418848

Commissioner of Taxes use only (NOTE 1)

SUBLEASE

The owner of the lease subleases to the tenant the estate and interest in the land described and the tenant accepts this sublease of the land for the term and at the rent stipulated and subject to the covenants and conditions contained below or on the back of this document and acknowledges the amount payable or other consideration for the lease. (NOTES 2 – 3)

ESTATE AND INTEREST — Lease being subleased: Number: ~~SPL 450~~ 756716 ~~753616~~ AS (NOTE 4)

Register	Volume	Folio	Location	Lot Description	Plan	Unit
CUFT	~~623~~ 753	~~349~~ 914	Town of Alice Springs	Lot 5149	S77/036	N/A

(NOTE 5)

INTEREST BEING SUBLEASED — ~~The whole of the Land described in Item 2 of the Schedule to this Sublease and shown on the plan at Annexure 1 to this Sublease, being Lot 5149 Town of Alice Springs on plan S77/036.~~ WHOLE OF THE LAND AS (NOTE 6)

MARKET RENT UNDER THE SUB-LEASE	~~Nil~~ $1.10	GST AMOUNT	~~Nil~~ $0.10 AS (NOTE 7)
OTHER CONSIDERATION (Include Nil or Nominal Rent)	~~$1.10~~ AS NIL	GST AMOUNT	~~$0.10~~ AS NIL

OWNER OF THE LEASE — Executive Director of Township Leasing (NOTE 8)

TENANT — Name: Northern Territory of Australia
Address: C/- Department of Local Government and Housing
RCG House, 83-85 Smith Street, Darwin 0800 (NOTE 9)

TENANCY — Not Applicable (NOTE 10)

TERM OF SUBLEASE

Commencing:	Expiring:	Right of Renewal:
3/12/2009	2/12/2012	No

(NOTE 11)

CONSENTS — ~~Nil~~ MINISTER FOR PLANNING LANDS AS. (NOTE 12)

See Execution Clause at p34 of the attached sublease

See Execution Clause at p35 of the attached sublease (NOTE 13)

Registered on 13/9/2011 At 10:36

CONSENT OF INTEREST HOLDERS

Instrument type: .....

Instrument No: .....

Name of Parties: .....

.....

I the registered proprietor of the interest shown above consent to the registration of this instrument.

Signed: .....

(Date): .....

In the presence of:

.....

Name of Qualified Witness: .....

Address or Telephone No.: .....

Instrument type: .....

Instrument No: .....

Name of Parties: .....

.....

I the registered proprietor of the interest shown above consent to the registration of this instrument.

Signed: .....

(Date): .....

In the presence of:

.....

Name of Qualified Witness: .....

Address or Telephone No.: .....

COVENANTS

It is hereby covenanted by and between the owner of lease and the tenant as follows;

☐ To comply with the provisions contained in Memorandum of Common Provisions recorded in the Register as LTO No.

✓ The conditions and covenants implied by Sections 117 & 119 *Law of Property Act* ~~shall~~/shall not apply. (delete one)

✓ To comply with the provisions annexed to this lease.

SCHEDULE OF NOTES

1. A sub-lease signed on or after 1 July 2006 is required to be stamped by the Commissioner of Taxes where (i) there is no consideration, or (ii) the consideration is nominal, or (iii) there is valuable consideration other than rent under the lease.
2. This form may be lodged in triplicate and may be adapted for an underlease. The original must be typed or completed in ink or biro. The duplicate and triplicate may be copies of the original but the signatures of all parties and their witnesses must be in ink or biro on all copies. If the words "owners" and "tenant" are considered inappropriate other words (lessor/lessee) may be used. Alterations to information entered on the form should be crossed out (nor erased or obliterated by painting over) and initialled by the parties.
3. If there is insufficient space in any panel use the space above or an annexure sheet (Form 95).
4. Insert the number of the Lease being sub-leased or under-leased.
5. Volume and Folio references must be given together with a description of the location and lot number, unit number and unit plan number if applicable. If a certificate as to title has been issued it must be produced.
6. Insert whole of the land or if part of a lot the instrument of lease must also include a sketch plan identifying the part of the lot drawn to a standard to the Registrar-General's satisfaction, if required by the Registrar-General, a plan of survey identifying the part of the lot; or if required by the *Planning Act*, consent under Part 5 of the *Planning Act*.
7. Pursuant to Section 66 (1)(c) of the *Land Title Act* state whether the rent under the sub-lease is market rent, or nil or nominal rent. Market rent means any rent that is not nominal. A sub-lease for nil or nominal rent or other consideration must show the imprint of the Commissioner of Taxes. For the GST amount, if the sub-lease is subject to the margin scheme and the GST amount is unknown insert "margin scheme" in the box provided. Show the words "Nil" or "Not applicable" if not subject to rent or other consideration.
8. Insert full name of the owner of the lease (namely the tenant under the head lease and not the proprietor of the land). Address is not required.
9. Insert full name of the tenant and an address for the service of notices. The address can be a postal address.
10. If two or more tenants, state whether as joint tenants or tenants in common. If tenants in common, specify shares. If no tenancy is stated, the Registrar-General must register the co-owners as tenants in common pursuant to Section 57(2) of the *Land Title Act*.
11. Details of dates of commencement and expiry must be shown. If there is a right of renewal, show "Yes" (if not) "No".
12. Consents by mortgagee should be provided. A lease or amendment of a lease executed after registration of a mortgage of a lot is valid against the mortgagee only if the mortgagee consents to the lease or amendment before its registration. A lease which has not been consented to by a prior mortgagee will not be protected in the event of the mortgagee exercising the power of sale.
13. Persons who may witness this document are a Commissioner for Oaths, a member of the Legislative Assembly, a legal practitioner within the meaning of the *Legal Practitioners Act*, a person holding office under the *Supreme Court Act*, the *Justices Act*, the *Local Court Act* or the *Registration Act*, a member of the Police Force, a person licensed as a conveyancing agent or real estate agent under the *Agents Licensing Act*, a Notary Public and any other person approved by the Registrar-General.

    A witness to an instrument executed by an individual must first:

    - take reasonable steps to ensure that the individual is the person entitled to sign the instrument;
    - have the individual execute the document in the presence of the witness;
    - not be a party to the instrument; and
    - if witnessing more than one signature, clearly state that he/she has witnessed more than one signature. (ie I have witnessed the two signatures appearing above).

    After signing, witnesses must legibly write, type or stamp their names and contact address or telephone number below their signature.

    For a corporation, an instrument must be executed in a way permitted by law or sealed with the corporation's seal in accordance with the *Law of Property Act*, Section 48.

    For witnessing of instruments executed outside the Northern Territory refer to Schedule 1 of the *Land Title Act* and the Registrar-General's Directions.

PRIVACY STATEMENT – LAND REGISTER FORMS

The Registrar-General's Office is authorised by the *Land Title Act* to collect the information on this form for the establishment and maintenance of the Land Register, which is made available for search by any person, anywhere, including through the Internet, upon payment of a fee. The information is regularly provided to other NT Government agencies, the Australian Valuation Office, local governments, the Australian Bureau of Statistics, the Australian Taxation Office or other Commonwealth Agencies as required or authorised by law, and some private sector organisations for conveyancing, local government, valuation, statistical, administrative and other purposes. The Department of Planning and Infrastructure also uses the information to prepare and sell or licence property sales reports to commercial organisations concerned with the development, sale or marketing of property.

Failure to provide the information in full or in part may prevent your application or transaction being completed.

Your personal information provided on this form can be subsequently accessed by you on request. If you have any queries please contact the Deputy Registrar-General on 8999 5318.

Viewed at 10:10:20 on 31/10/2016 by 32GPL.

MINISTER FOR PLANNING AND LANDS

PARLIAMENT HOUSE
STATE SQUARE
DARWIN NT 0800

GPO BOX 3146
DARWIN NT 0801
TELEPHONE: (08) 8901 4047
FACSIMILE: (08) 8901 4169

Mr Pat Watson
Executive Director of
Township Leasing
PO Box 7788
CANBERRA MAIL CENTRE ACT 2610

Pat

Dear Mr Watson

I refer to your letter seeking consent to register a sub-sub lease over Special Purposes Lease 493, 412, 550, 543, 536, 438, 426, 459, 409, 450, 554, 473 and Crown Leases Perpetual 1111 and 1112.

I am pleased to advise that, in accordance with my powers under section 6 of the *Special Purposes Leases Act* and section 47 of the *Crown Lands Act* I consent to the registration of the sub-sub leases over the above leases.

Proposed Lessee:	Northern Territory of Australia (Department of Planning and Infrastructure)
Lease Details:	As per schedule at Attachment A

Yours sincerely

DELIA LAWRIE

29-7-09

Northern Territory Government

LEASE DETAILS - ATTACHMENT A

LOT NO	LEASE	PERMITTED USE
5713	SPL 493	Aboriginal communal living
7850	CLP 1111	Aboriginal residential housing area
5146	SPL 412	Aboriginal communal purpose
5708	SPL 550	Aboriginal communal living
3701	CLP 1112	Aboriginal residential living and ancillary
2664	SPL 543	Aboriginal communal living
5195	SPL 536	Aboriginal communal living
5150	SPL 438	Aboriginal settlement, camping and ancillary
3702	SPL 426	Aboriginal communal purposes
3704	SPL 426	Aboriginal communal purposes
1733	SPL 426	Aboriginal communal purposes
5180	SPL 459	Aboriginal communal living
5135	SPL 409	communal settlement
5123	SPL 554	Aboriginal communal living, craft complex and ancillary
5149	SPL 450	Aboriginal communal purposes
5189	SPL 473	Aboriginal communal living area

Housing Management Agreement

Ilperle Tyathe (SPL 450)

Executive Director of Township Leasing

and

Northern Territory of Australia

Table of Contents

1.	**Definitions and interpretation**	**5**
1.1	Definitions	5
1.2	Interpretation	11
1.3	Good faith	13
1.4	Survival	13
2.	**Housing Management Agreement and Reservations**	**13**
2.1	Grant of Housing Management Agreement	13
2.2	Reservations in respect of adjoining sites	13
2.3	Other Reservations	14
2.4	Rent from Tenants	14
3.	**Mutual agreements and declarations**	**14**
4.	**Implied covenants**	**14**
5.	**Housing Management Agreement Payment**	**15**
5.1	Housing Management Agreement Payment	15
6.	**Services Providers**	**15**
7.	**Access**	**15**
7.1	General	15
7.2	Association's right of access	16
7.3	EDTL's right of access	16
8.	**Improvements**	**17**
8.1	Existing Improvements	17
8.2	Maintenance of Existing Improvements	17
8.3	EDTL's Rights in respect of Existing Improvements	17
8.4	Association's Rights in respect of Existing Improvements	18
8.5	Territory's Improvements	18
8.6	Ownership of Improvements at the end of the Housing Management Agreement	18
9.	**Tenancy Agreements, Land Underleases and Land Licences**	**19**
9.1	Tenancy Agreements (Residential)	19
9.2	Grant of Land Underlease	19
9.3	Grant of Land Licence	19
9.4	Special condition in relation to underleases to a Territory Entity	20
9.5	No release of liability	20
9.6	Community Land	20
10.	**Rates, Taxes and Charges**	**21**
10.1	Outgoings	21
10.2	Charges for Services	21
10.3	Stamp duty	21

Viewed at 10:10:20 on 31/10/2016 by 32GPL.

11.	**GST**	**22**
12.	**Use of Land**	**22**
12.1	Permitted Use	22
12.2	Compliance with Laws and Planning Scheme	22
12.3	Compliance with Lease	22
12.4	Compliance with notices	23
12.5	Notices	23
12.6	Roads	23
13.	**The Territory's release**	**23**
13.1	Risk	23
13.2	The Territory releases the EDTL	24
14.	**Insurance**	**24**
14.1	Obligation to insure the Improvements	24
14.2	Obligation to insure for public liability	24
14.3	Periods of insurance	24
14.4	Insurers and policies	25
14.5	The Territory to satisfy itself	25
14.6	Insurance policies to waive rights of subrogation	25
14.7	No limitation	25
14.8	Association to prove currency of insurance	25
14.9	The Territory's insurance	25
15.	**Reinstatement**	**26**
15.1	No obligation to reinstate	26
15.2	No right to damages	26
16.	**EDTL's obligations**	**26**
16.1	Quiet enjoyment	26
16.2	Produce certificates	26
17.	**Default**	**26**
17.1	Occurrence of Default Event	26
17.2	Financial Default	26
17.3	Remedies for other Default Events	27
17.4	Remedies for Termination Event	27
17.5	Waiver	28
17.6	Consequences of termination	28
18.	**Overholding**	**28**
19.	**Housing Management Agreement ends if Sublease ends**	**28**
20.	**Obligations on expiration or termination**	**28**
20.1	Return of Land	28
20.2	Novation of agreements	28
20.3	Novation of Tenancy Agreements, Land Underleases and Land Licences	29
21.	**Dispute resolution**	**29**
21.1	Procedure to resolve disputes	29
21.2	Continue to perform	29

Viewed at 10:10:20 on 31/10/2016 by 32GPL.

22.	**General**	**29**
22.1	Amendments	29
22.2	Nature of obligations	29
22.3	Entire understanding	29
22.4	No adverse construction	30
22.5	Further assurances	30
22.6	No waiver	30
22.7	Severability	30
22.8	Successors and assigns	30
22.9	No assignment without consent of other Parties	30
22.10	Consents and approvals	30
22.11	Costs	31
22.12	Governing law and jurisdiction	31
22.13	Notices	31
22.14	Counterparts	31
22.15	Conflicting provisions	32
22.16	Non merger	32
22.17	No right of set-off	32
22.18	Payment of interest	32
22.19	Relationship of Parties	32
22.20	Residential Tenancies Act	32
22.21	Compliance with Sublease	32
Schedule - Housing Management Agreement particulars		**33**

Viewed at 10:10:20 on 31/10/2016 by 32GPL.

Housing Management Agreement

Date 3 December 2009

Parties

1. Executive Director of Township Leasing, established by section 20B of the Land Rights Act, on behalf of the Commonwealth of Australia, ABN 36 342 015 855 ("the **EDTL**")

2. Northern Territory of Australia, care of the Department of Planning and Infrastructure, GPO Box 1680, Darwin 0800 in the Northern Territory of Australia, ABN 84 085 734 992 ("the **Territory**")

(collectively referred to as "the **Parties**")

Background

A. The EDTL holds a Sublease of the Living Area, including the Land.

B. The parties have agreed that the EDTL will grant a Housing Management Agreement of the Land (including all Improvements and Services) to the Territory.

C. The parties acknowledge that the residents living on the Alice Springs Living Areas (which includes the Land) are living in very poor conditions and it is very important to improve the health and standard of living of those residents. The Australian Government and the Northern Territory Government have stated their intention to undertake a capital works program to assist in improving the standard of living of those residents. The Australian Government and the Northern Territory Government acknowledge that the upgrade of the Alice Springs Living Areas will proceed over time and that the project duration will exceed the period of this Housing Management Agreement.

D. The Parties acknowledge that this Housing Management Agreement is part of a program to support development and investment in Alice Springs Living Areas, including the implementation of the Strategic Indigenous Housing and Infrastructure Program and any subsequent housing and infrastructure investment program, and improved housing management in the Alice Springs Living Areas especially with respect to tenancy management and repairs and maintenance.

Agreed terms

1. Definitions and interpretation

1.1 Definitions

In this Housing Management Agreement and in the Background, unless the context requires otherwise:

Alice Springs Living Areas means all land referred to in subclause 69(1) to 69(10) and 69(12) to 69(17) of Part 4, Schedule 1 to the *Northern Territory National Emergency Response Act 2007* (Cth) as enacted;

Annexure means an annexure to this Housing Management Agreement;

Viewed at 10:10:20 on 31/10/2016 by 32GPL.

Association means the body that granted the Sublease to the EDTL;

Building includes:

(a) a structure and part of a building or a structure;

(b) fences, walls, out-buildings, service installations and other appurtenances of a building; or

(c) a boat or a pontoon which is permanently moored or fixed to a building or land;

Building Code means the Building Code of Australia developed by the Australian Building Codes Board;

Business Day means a day that is not a Saturday, Sunday, public holiday or bank holiday in Darwin;

CATSI Act means the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth);

Chief Executive Officer (Housing) means the body corporate sole of that name established under the *Housing Act* (NT);

Commencement Date means the date specified in Item 3 of the Schedule;

Community Land has the meaning given to that term in the Sublease;

Community Service means a service provided to the residents of the Living Area that is funded or approved by the Australian Government, the Northern Territory Government, or the local government for the Living Area or that is otherwise approved by the EDTL;

Construct includes reconstruct or make structural changes and the word **Construction** has a corresponding meaning;

Consult means to:

(a) meet with, as reasonably requested by;

(b) ask views of;

(c) listen to views of; and

(d) have regard to the views of, including taking account of the views, acting reasonably,

the body or person to be or being consulted;

Corporations Act means the *Corporations Act 2001* (Cth);

Cure Period means a reasonable period of time within which the Territory must cure a Default Event (other than a Financial Default), in accordance with clause 17.1(c), including any extensions of that period under clause 17.3;

Cure Plan means a plan by a Party to remedy a Default Event (other than a Financial Default) which is proposed during the Cure Period and details a work

Viewed at 10:10:20 on 31/10/2016 by 32GPL.

plan setting out each task to be undertaken in order to rectify the material breach and the time for each task to be completed;

Default Event means:

(a) a Financial Default; or

(b) a persistent and material failure by the Territory to comply with this Housing Management Agreement;

Default Notice means a notice given under clause 17.1;

Development includes:

(a) the Construction or exterior alteration or exterior decoration of a Building;

(b) the demolition or removal of a Building or Works;

(c) the Construction or carrying out of Works;

(d) the subdivision or consolidation of land, including Buildings or airspace;

(e) the placing or relocation of a Building or Works; and

(f) the Construction or putting up for display of signs or hoardings;

EDTL's Agents means the employees, contractors and agents of the EDTL;

Environmental Health Standards means the Environmental Health Standards for Remote Communities in the Northern Territory prepared by Territory Health Services;

Existing Improvements means all Improvements erected on or attached to the Land as at the Commencement Date;

Existing Services means all Services on or connected to the Land as at the Commencement Date;

Financial Default means a failure by the Territory to pay when due any money which the Territory is obliged to pay to the EDTL under this Housing Management Agreement (excluding a failure to pay the Housing Management Agreement Payment when due);

Final Housing Management Agreement Year means the period starting on 1 July immediately before the expiry of the Term or earlier determination of this Housing Management Agreement and ending on the expiry of the Term or earlier determination of this Housing Management Agreement;

Government Agency means any government or any public, statutory, governmental, semi-governmental, local governmental or judicial body, entity, department or authority and includes any self-regulatory organisation established under statute;

GST has the meaning given to that term in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

Housing Management Agreement Payment has the meaning given to that term in clause 5.1(a);

Viewed at 10:10:20 on 31/10/2016 by 32GPL.

Housing Management Agreement means this underlease including the Schedule and the Annexures;

Housing Management Agreement Year means the Preliminary Housing Management Agreement Year, each 12 month period expiring on 30 June in each year during the Term and the Final Housing Management Agreement Year;

Improvements means all Buildings, structures, fixtures, fittings, plant, equipment, partitions, signs or other materials or articles which are erected on or attached to the Land;

Infrastructure includes roads, kerbs, gutters and Services;

Insolvency Event means, in relation to a party, any one or more of the following events or circumstances:

(a) being in liquidation or provisional liquidation or under administration;

(b) having a controller or analogous person appointed to it or any of its property;

(c) being taken under section 459F(1) of the Corporations Act to have failed to comply with a statutory demand;

(d) being unable to pay its debts or being otherwise insolvent;

(e) becoming an insolvent under administration, as defined in section 9 of the Corporations Act;

(f) entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors; or

(g) any analogous event or circumstance under the Laws of any jurisdiction,

unless such event or circumstance occurs as part of a solvent reconstruction, amalgamation, compromise, arrangement, merger or consolidation approved by the other party;

Land means the land described in Item 2 of the Schedule;

Land Licence means a licence granted by the Territory pursuant to clause 9;

Land Licensee means any person who has been granted a Land Licence from the Territory;

Land Underlease means an underlease granted by the Territory pursuant to clause 9;

Land Underlessee means any person who has been granted a Land Underlease from the Territory;

Land Rights Act means the *Aboriginal Land Rights (Northern Territory) Act 1976* (Cth);

Law means:

(a) principles of law or equity established by decisions of courts;

Viewed at 10:10:20 on 31/10/2016 by 32GPL.

(b) statutes, regulations, ordinances or by-laws of the Commonwealth, a State, a Territory or any other Government Agency; and

(c) requirements and approvals (including conditions) of the Commonwealth, a State, a Territory or any other Government Agency that have the force of law;

Lease means the lease of the Living Area held by the Association;

Living Area means the land described in Item 1 of the Schedule;

Municipal Services Provider means a person who provides municipal services in the Living Area;

National Indigenous Housing Guide means the National Indigenous Housing Guide developed by the Department of Families, Housing, Community Services and Indigenous Affairs;

Outgoings means all existing and future amounts (including rates, duties and taxes):

(a) which are properly imposed, charged or levied under statute or by a Government Agency on the Association, the EDTL or the Territory; or

(b) which a Government Agency properly requires the Association, the EDTL or the Territory to spend,

and which are:

(c) paid or payable by the Association, the EDTL or the Territory during a Housing Management Agreement Year;

(d) in relation to the Land or Improvements on or attached to the Land; and

either capital or non-capital in nature;

Permitted Use has the meaning given to that term in clause 12.1;

Personal Injury includes:

(a) bodily injury, death, sickness, disease, disability, shock, fright, mental anguish or mental injury including the resultant loss of consortium or services at any time;

(b) false arrest, detention, false imprisonment, discrimination, malicious prosecution or humiliation, or breach of confidentiality;

(c) wrongful entry or wrongful eviction or other invasion of the right to private occupancy; and

(d) assault and/or battery not intentionally committed by or at the discretion of the insured unless so directed for the purpose of preventing or eliminating danger to property or persons;

Planning Scheme means any planning scheme under any applicable Law setting the framework for planning the use, development and protection of the Land or any part of the Land;

Viewed at 10:10:20 on 31/10/2016 by 32GPL.

Postal Service means the delivery of mail to residents of the Living Area;

Postal Service Provider means a person who provides a Postal Service to the Living Area;

Preliminary Housing Management Agreement Year means the period starting on the Commencement Date and ending on the following 30 June;

Registered Interest means any interest registered on the certificate of title referred to in Item 1 of the Schedule immediately before the Commencement Date other than the Sublease;

Related Entity has the meaning given to that term in the Corporations Act;

Requirement means any lawful present or future notices, orders, directions, requirements, statutes, ordinances, proclamations, regulations, schemes, permits, by-laws or other regulatory requirements affecting or relating to the Land or the use of the Land, irrespective of whether the Requirement is addressed to the Territory, the EDTL, the Association or any other person;

Right of Occupation has the same meaning given to that term in the Sublease;

Schedule means the schedule to this Housing Management Agreement;

Services means all utilities and services on or connected to the Land including water, gas, electricity, lighting, sanitation, drainage, stormwater, communication and telecommunication systems and includes all wires, cables, pipes, ducts, conduits, tanks, electrical and mechanical plant and all other ancillary or associated parts and accessories;

Services Provider means a person who provides Services in the Living Area;

Services Provider's Right of Occupation has the same meaning given to that term in the Sublease;

Sublease means the sublease of the Living Area granted to the EDTL;

Tangentyere Council means Tangentyere Council Incorporated Registration No. 00591C (N.T.);

Tenancy Agreement means a tenancy agreement granted by the Territory for residential purposes pursuant to clause 9;

Tenant means any person who has a Tenancy Agreement with the Territory;

Tenant's Right of Occupation has the same meaning given to that term in the Sublease;

Term has the meaning given to that term in clause 2.1(a);

Termination Event means:

(a) the occurrence of an Insolvency Event; or

(b) a fundamental breach of this Housing Management Agreement (including the failure to comply with clause 12.1);

Viewed at 10:10:20 on 31/10/2016 by 32GPL.

Territory's Improvements means all Improvements erected on or attached to the Land by:

(a) the Territory;

(b) any Tenant;

(c) any Land Underlessee; or

(d) any Land Licensee;

after the Commencement Date;

Territory's Percentage means the same percentage as the Land bears to the area of the Living Area to which an Outgoing applies, as determined by the EDTL and notified to the Territory;

Territory's Services means all Services installed in or on the Land by:

(a) the Territory;

(b) any Tenant;

(c) any Land Underlessee; or

(d) any Land Licensee;

after the Commencement Date;

Third Party means a party other than a Party to this Housing Management Agreement;

Works includes any change to the natural or existing condition or topography of the land including the removal, destruction or lopping of trees and the removal of vegetation or topsoil.

1.2 Interpretation

In this Housing Management Agreement, unless the context requires otherwise:

(a) the singular (including the singular of defined terms) includes the plural and vice versa;

(b) reference to a right includes a remedy, authority or power;

(c) the headings are used for convenience only and do not affect the interpretation of this Housing Management Agreement;

(d) as far as possible all provisions must be construed so as not to be invalid, illegal or unenforceable;

(e) wherever "include" or any form of that word is used, it must be construed as if it were followed by "(without being limited to)";

(f) reference to a thing is a reference to all or part of that thing;

Viewed at 10:10:20 on 31/10/2016 by 32GPL.

(g) unless the context requires or is otherwise stated in this Housing Management Agreement, a Party's obligations must be performed at that Party's own cost;

(h) a gender includes the other genders;

(i) other grammatical forms of defined words or expressions have corresponding meanings;

(j) a reference to a document includes the document as modified from time to time and any document replacing it;

(k) if something is to be or may be done on a day that is not a Business Day then it must be done on the next Business Day;

(l) the word "person" includes a natural person and any body or entity whether incorporated or not;

(m) the word "month" means calendar month and the word "year" means 12 months;

(n) the words "in writing" include any communication sent by letter, facsimile transmission or email or any other form of communication capable of being read by the recipient;

(o) a reference to all or any part of a statute, rule, regulation or ordinance (**statute**) includes that statute as amended, consolidated, re-enacted or replaced from time to time;

(p) a reference to a party includes a reference to the party's respective successors and permitted assigns;

(q) money amounts are stated in Australian currency unless otherwise specified;

(r) a reference to any agency or body, if that agency or body ceases to exist or is reconstituted, renamed or replaced or has its powers or functions removed (**defunct body**), means the agency or body which performs most closely the functions of the defunct body;

(s) reference in this Housing Management Agreement to a Tenant or a person who has a Tenancy Agreement with the Territory is, where the Tenant has granted a further estate or interest in the relevant area of the Land or has granted a further licence in the relevant area of the Land, to be taken to include a reference to any person claiming an estate or interest in land through such Tenant, or a licensee or sublicensee of the Tenant, or any person claiming a licence through such Tenant;

(t) reference in this Housing Management Agreement to a Land Underlessee or the holder of a Land Underlease is, where the Land Underlessee has granted a further estate or interest in the relevant area of the Land, to be taken to include a reference to such an underlessee or any person claiming an estate or interest in land through such Land Underlessee, or a licensee of the Land Underlessee, or any person claiming a licence through such Land Underlessee; and

(u) reference in this Housing Management Agreement to a Land Licensee or the holder of a Land Licence is, where the Land Licensee has granted a

Viewed at 10:10:20 on 31/10/2016 by 32GPL.

further licence in the relevant area of the Land, to be taken to include a reference to any such sublicensee or any person claiming a licence in land through such Land Licensee.

This Housing Management Agreement operates as a deed.

1.3 Good faith

The Parties must act reasonably and in good faith in performing their respective obligations under this Housing Management Agreement.

1.4 Survival

In addition to this clause 1, the following clauses survive the expiration or earlier determination of this Housing Management Agreement: clauses 13, 14, 17, 18, 20; 21 and 22.

2. Housing Management Agreement and Reservations

2.1 Grant of Housing Management Agreement

(a) The EDTL grants to the Territory an underlease of the Land, subject to and concurrent with any Registered Interests and any Rights of Occupation, commencing on the Commencement Date, for a term of 3 years (**Term**).

(b) The Territory accepts the grant of an underlease of the Land upon these terms and otherwise subject to the provisions of this Housing Management Agreement.

(c) For the avoidance of doubt, the underlease of the Land includes an underlease of all Existing Improvements and Existing Services.

2.2 Reservations in respect of adjoining sites

(a) Subject to clauses 2.2(b) to 2.2(d), the Territory acknowledges that for the purpose of the EDTL providing Services to, on, over, through or under the Living Area, the EDTL may:

(i) install, maintain, use, repair, alter and replace pipes, ducts, conduits, cables, wires and poles through, on, over and under the Land;

(ii) hang cables and wires from the poles referred to in paragraph (i);

(iii) pass and run Services though the pipes, ducts, conduits, cables and wires; and

(iv) for the purpose of exercising its rights under paragraphs (i), (ii) or (iii) above, grant licences within the Land to, or enter into agreements with any Government Agency or providers of Services.

(b) The EDTL must give the Territory not less than 14 days notice that the EDTL proposes to undertake any Works or grant any licences in exercise of its rights under this clause 2.2, except in the case of an emergency when no such notice is required.

Viewed at 10:10:20 on 31/10/2016 by 32GPL.

(c) If the EDTL gives the Territory notice under clause 2.2(b), the EDTL must ensure, as far as reasonably practicable, that the EDTL puts arrangements and procedures in place to minimise any disruption to the Territory's use of the Land for the Permitted Use during the undertaking of the Works.

(d) If the EDTL gives the Territory notice under clause 2.2(b), the Territory must:

(i) assist the EDTL in ensuring, as far as reasonably practicable, that arrangements and procedures are put in place by the EDTL and the Territory to minimise any disruption of the Territory's use of the Land for or in connection with the Permitted Use during the undertaking of the Works;

(ii) implement, as far as reasonably practicable, appropriate work practices during the undertaking of the Works to assist the EDTL in completing the Works in a timely and cost efficient manner;

(iii) give the EDTL access to the Land when required by the EDTL for the purpose of undertaking the Works; and

(iv) use best endeavours to mitigate any loss or damage suffered by the Territory as a result of the Works.

2.3 Other Reservations

The Territory acknowledges that the Lease contains reservations to the Northern Territory and that this Housing Management Agreement is subject to those reservations.

2.4 Rent from Tenants

For the purposes of clause 7.2(b) of the Sublease, the Parties agree that any money in the nature of rent, licence fees or other monies payable to a Housing Authority or the EDTL under or in connection with the Tenant's Right of Occupation is payable to the Territory from the Commencement Date.

3. Mutual agreements and declarations

The Parties mutually agree and declare that:

(a) the EDTL may enter into an underlease pursuant to the Sublease and section 20C of the Land Rights Act and exercise all the powers of an underlessor under this Housing Management Agreement; and

(b) the Territory may enter into an underlease and exercise all the powers of an underlessee under this Housing Management Agreement including entering into Tenancy Agreements and granting Land Underleases and Land Licences.

4. Implied covenants

The covenants, powers and provisions implied in leases under any relevant legislation are hereby expressly excluded except to the extent that they are expressly embodied in this Housing Management Agreement or to the extent only that it would be unlawful to exclude any such covenant, power or provision.

Viewed at 10:10:20 on 31/10/2016 by 32GPL.

5. Housing Management Agreement Payment

5.1 Housing Management Agreement Payment

(a) The Territory must pay the EDTL $1 if demanded by the EDTL (**Housing Management Agreement Payment**).

(b) The Territory must pay the Housing Management Agreement Payment within 30 Business Days of receiving notice of a demand by the EDTL.

6. Services Providers

The Parties agree that they will use their best endeavours to negotiate (for a reasonable period of time) an agreement with Services Providers relating to Services, including giving any rights of access and other interests required to facilitate the provision of the Services, as each party considers appropriate. An agreement with a Services Provider may modify, replace or override the terms of a Services Provider's Right of Occupation.

7. Access

7.1 General

(a) The Parties undertake that they will do all things reasonably necessary to enable the Territory to enjoy and exercise its rights, title and interests under this Housing Management Agreement.

(b) Subject to the terms of this Housing Management Agreement, the Parties undertake that they will do all things reasonably necessary to enable Tenants, Land Underlessees, Land Licensees and persons holding Rights of Occupation to enjoy and exercise their rights, title and other interests under their Tenancy Agreements, Land Underleases, Land Licences and Rights of Occupation.

(c) The Parties undertake that they will do all things reasonably necessary to enable persons to enter the Land to conduct their legitimate business in or on the Land, but so that any such access shall not interfere with the enjoyment and exercise of the rights, title and other interests of Tenants, Land Underlessees, Land Licensees and persons holding Rights of Occupation.

(d) Without limiting clause 7.1(c), the Parties undertake that they will do all things reasonably necessary to enable:

(i) a person to enter the Land (at reasonable times) to provide a Community Service in or on the Land;

(ii) Tangentyere Council to enter the Land (at reasonable times) to complete the initial upgrade works in or on the Land in accordance with the funding agreement between Tangentyere Council and the Territory dated 5 September 2008;

(iii) a Municipal Services Provider to enter the Land (at reasonable times) to provide municipal services in or on the Land; and

(iv) a Postal Service Provider to enter the Land (at reasonable times) to provide a Postal Service in or on the Land,

Viewed at 10:10:20 on 31/10/2016 by 32GPL.

but so that any such access shall not interfere with the enjoyment and exercise of the rights, title and other interests of Tenants, Land Underlessees, Land Licensees and persons holding Rights of Occupation.

7.2 Association's right of access

(a) The Territory acknowledges that the Association may so often as it reasonably requires (at reasonable times and on reasonable notice) enter the Land to make reasonable investigations as the Association may deem necessary for the purpose of ascertaining whether or not there has been any breach of any of the terms, covenants or conditions expressed or implied in the Sublease.

(b) Nothing in this clause 7.2 permits the Association to enter an individual housing lot unless such entry is in accordance with:

(i) a Law;

(ii) the terms or conditions of the relevant lease, licence, Right of Occupation, statutory occupation right or other occupancy right granted to the tenant for the purpose of residential housing; or

(iii) with the consent of the person who holds the relevant lease, licence, Right of Occupation, statutory occupation right or other occupancy right granted to the tenant for the purpose of residential housing.

7.3 EDTL's right of access

(a) The EDTL may so often as it reasonably requires (at reasonable times and on reasonable notice) enter the Land to make reasonable investigations as the EDTL may deem necessary for the purpose of ascertaining whether or not there has been any breach of any of the terms, covenants or conditions expressed or implied in this Housing Management Agreement, but only if the EDTL suspects, on reasonable grounds, that the Territory has breached a term of this Housing Management Agreement.

(b) Nothing in this clause 7.3 permits the EDTL to enter an individual housing lot unless such entry is in accordance with:

(i) a Law;

(ii) the terms or conditions of the relevant lease, licence, Right of Occupation, statutory occupation right or other occupancy right granted to the tenant for the purpose of residential housing; or

(iii) with the consent of the person who holds the relevant lease, licence, Right of Occupation, statutory occupation right or other occupancy right granted to the tenant for the purpose of residential housing.

Viewed at 10:10:20 on 31/10/2016 by 32GPL.

8. Improvements

8.1 Existing Improvements

(a) Existing Improvements subject to a Registered Interest will remain subject to the terms of that Registered Interest, for the period of the Registered Interest.

(b) Existing Improvements subject to a Right of Occupation are included in that Right of Occupation, for the period of that Right of Occupation.

(c) Subject to clauses 8.1(a) and 8.1(b), all Existing Improvements are leased to the EDTL under the Sublease, and are the subject of this Housing Management Agreement.

8.2 Maintenance of Existing Improvements

(a) Subject to clauses 8.2(b) and 8.2(c), the Territory will be under no obligation under this Housing Management Agreement to maintain, repair or replace any Existing Improvements, or to compensate the Association, the EDTL or any other person for damage to or destruction of Existing Improvements.

(b) If the Sublease requires the EDTL to maintain, repair or replace any Existing Improvements, the Territory must maintain, repair or replace those Existing Improvements.

(c) If the Territory upgrades any Existing Improvements, the Territory must maintain, repair and replace those Existing Improvements.

(d) The Territory may alter, remove or demolish the Existing Improvements.

8.3 EDTL's Rights in respect of Existing Improvements

(a) The EDTL reserves the right to carry out any Works in respect of the Existing Improvements that may be required to comply with any applicable Law, Planning Scheme, Requirement or the Sublease which are not the responsibility of the Territory or which are the responsibility of the Territory but with which the Territory fails to comply (provided that, in the case of a failure to comply by the Territory, the EDTL has given the Territory written notice of any such failure to comply and the Territory has not remedied its failure to comply within the time period specified in the notice, such time period to be reasonable taking into account the nature of the Works).

(b) The EDTL may exercise its rights under clause 8.3(a):

(i) on giving prior reasonable written notice (except in the case of an emergency when no notice will be required);

(ii) at reasonable times (and in accordance with the requirements in clause 7.3(b)) ; and

(iii) if reasonably required by the Territory, accompanied by a person appointed by the Territory.

Viewed at 10:10:20 on 31/10/2016 by 32GPL.

(c) The Territory must pay to the EDTL on demand all reasonable charges for all Works carried out by the EDTL under clause 8.3(a) in circumstances where the Territory is obliged to carry out the Works under this Housing Management Agreement but has failed to do so.

8.4 Association's Rights in respect of Existing Improvements

The Territory acknowledges that:

(a) the Association has the right to carry out any Works in respect of the Existing Improvements that may be required to comply with any applicable Law, Planning Scheme or Requirement which are not the responsibility of the EDTL or which are the responsibility of the EDTL under the Sublease but with which the EDTL fails to comply; and

(b) the Association may exercise its rights under clause 8.4(a):

(i) on giving prior reasonable written notice to the EDTL (except in the case of an emergency when no notice will be required);

(ii) at reasonable times; and

(iii) if reasonably required by the EDTL, accompanied by a person appointed by the EDTL.

8.5 Territory's Improvements

(a) Subject to the Law, the Planning Scheme and the terms of this Housing Management Agreement, the Territory may erect, install, alter, remove, refurbish and demolish the Territory's Improvements and the Territory's Services in, on or under the Land provided that any upgrades or Construction of houses are in accordance with the Building Code and have regard to the Environmental Health Standards and the National Indigenous Housing Guide.

(b) During the Term, all the Territory's Improvements and the Territory's Services will remain the property of the Territory.

(c) The Territory must maintain, repair and replace the Territory's Improvements and the Territory's Services.

8.6 Ownership of Improvements at the end of the Housing Management Agreement

(a) At the expiry or sooner determination of this Housing Management Agreement, all Improvements and Services (including the Territory's Improvements and the Territory's Services) will, as between the EDTL and the Territory, subject to any continuing Registered Interest referred to in clause 8.1(a), any continuing Right of Occupation referred to in clause 8.1(b) and any other relevant continuing right, title or other interest, be the property of the EDTL in consideration of the sum of $1, if demanded by the Territory.

(b) Subject to any agreements in writing between the EDTL and the Territory, the EDTL will not be required to further compensate the Territory for the transfer of the Improvements.

Viewed at 10:10:20 on 31/10/2016 by 32GPL.

(c) The Territory undertakes to do all things necessary, including procuring the agreement and cooperation of any Tenants, Land Underlessees and Land Licensees, to enable the EDTL to enjoy and exercise its rights and interests under this clause 8.6.

9. Tenancy Agreements, Land Underleases and Land Licences

9.1 Tenancy Agreements (Residential)

(a) Subject to the provisions of this clause 9, the EDTL acknowledges that the Territory may grant a Tenancy Agreement provided that the Territory:

(i) ensures that the term of any Tenancy Agreement (including any options) does not exceed the balance of the Term then remaining less 1 day;

(ii) ensures that the Tenancy Agreement is granted in accordance with the requirements of this Housing Management Agreement.

(b) The Territory must use its best endeavours to facilitate the grant of a Tenancy Agreement with all natural persons holding a Tenant's Right of Occupation.

(c) Subject to the terms and conditions of the Tenant's Right of Occupation, the Territory may terminate a Tenant's Right of Occupation provided it has complied with clause 9.1(b).

(d) The Territory must Consult with the Association in relation to housing and tenancy management policies and procedures (at intervals not less than every 6 months), as they relate to the Living Area.

9.2 Grant of Land Underlease

Subject to the EDTL's prior written consent, the Territory may grant a Land Underlease provided that the Territory ensures that:

(a) the term of any Land Underlease (including any options) does not exceed the balance of the Term then remaining less 1 day;

(b) subject to clause 20.3, the Land Underlease expires automatically upon expiration or early determination of this Housing Management Agreement; and

(c) the Land Underlease is granted in accordance with the requirements of this Housing Management Agreement.

9.3 Grant of Land Licence

Subject to the EDTL's prior written consent, the Territory may grant Land Licences provided that the Territory ensures that:

(a) the term of any Land Licence (including options) does not exceed the balance of the Term then remaining less 1 day;

Viewed at 10:10:20 on 31/10/2016 by 32GPL.

(b) subject to clause 20.3 the Land Licence expires automatically upon expiration or early determination of this Housing Management Agreement; and

(c) the Land Licence is granted in accordance with the requirements of this Housing Management Agreement.

9.4 Special condition in relation to underleases to a Territory Entity

(a) For the purposes of this clause 9.4, **Territory Entity** means:

(i) The Chief Executive Officer (Housing);

(ii) The Alice Springs Town Council constituted under the *Local Government Act* (NT); and

(iii) The Power and Water Corporation being a 'Government owned corporation' under the *Government Owned Corporation Act 2001* (NT); or

(iv) a 'Government owned corporation' under the *Government Owned Corporation Act 2001* (NT).

(b) Subject to the requirements of the Lease, the Territory does not require the EDTL's prior written consent for a Land Underlease or a Land Licence to a Territory Entity (except in relation to Community Land).

9.5 No release of liability

(a) The Territory acknowledges that the entry into a Tenancy Agreement or the granting of a Land Underlease or Land Licence pursuant to this clause 9 will not release the Territory from any of its obligations or liabilities under this Housing Management Agreement.

(b) Any act or omission by a Tenant or an invitee of a Tenant that would constitute a breach of this Housing Management Agreement if committed by the Territory is, for the purposes of this Housing Management Agreement, deemed not to be a breach of this Housing Management Agreement.

9.6 Community Land

(a) The Parties acknowledge that under the terms of the Sublease the EDTL may grant the Association an underlease of Community Land.

(b) The Parties further acknowledge that in order for the EDTL to grant an underlease of Community Land to the Association, the relevant area of Community Land will need to be surrendered from this Housing Management Agreement to the extent that it forms part of the Land under this Housing Management Agreement.

(c) For the purposes of this clause 9.6 and if requested by the EDTL, the Territory must execute any document (in a form acceptable to both parties, acting reasonably) required to facilitate the surrender of part of the Land to enable the grant of an underlease of Community Land to the Association.

Viewed at 10:10:20 on 31/10/2016 by 32GPL.

(d) The EDTL will consult with the Territory prior to making a request under clause 9.6(c).

10. Rates, Taxes and Charges

10.1 Outgoings

(a) The Territory must pay on time any Outgoing (or in the Preliminary Housing Management Agreement Year or Final Housing Management Agreement Year, the appropriate part of any Outgoing) whether issued against the Association, the EDTL or the Territory.

(b) Where any Outgoing is issued against the EDTL, the EDTL must give the Territory a copy of the invoice in respect of that Outgoing within 7 Business Days of receiving the invoice.

(c) Where any Outgoing is assessed against the Association and the Association provides a copy of the invoice in respect of that Outgoing to the EDTL, the EDTL must give the Territory a copy of the invoice within 7 Business Days of receiving the invoice from the Association.

(d) The Territory must pay the amounts under this clause 10.1 direct to any Government Agency or other person imposing the charge.

(e) If the Land is not separately assessed for an Outgoing, the Territory must pay the Territory's Percentage of the Outgoing to the EDTL within 7 Business Days of demand.

(f) The Territory must give the EDTL receipts for any Outgoings paid by the Territory upon request by the EDTL.

10.2 Charges for Services

(a) The EDTL is not liable for:

(i) the cost of any Services supplied, metered, consumed or connected to the Land except where the Services are for the benefit of the EDTL; or

(ii) the cost of installing separate meters for any Services capable of being separately metered.

(b) The Territory must pay on time any amounts charged or levied directly upon the Association or the EDTL relating to the use or supply of Services (except where the Services are for the benefit of the Association or the EDTL) direct to any Government Agency or other person imposing the charge.

10.3 Stamp duty

(a) For the avoidance of doubt, the Territory must pay any stamp duty assessed on this Housing Management Agreement.

Viewed at 10:10:20 on 31/10/2016 by 32GPL.

11. GST

(a) Unless otherwise indicated, all consideration for any supply made under this Housing Management Agreement is exclusive of any GST imposed on the supply.

(b) Subject to this clause 11, if one party (**supplier**) makes a taxable supply under this Housing Management Agreement to the other party (**recipient**), the recipient on receipt of a tax invoice from the supplier must pay without setoff an additional amount to the supplier equal to the GST imposed on the supply in question.

(c) No party may claim or retain from another party any amount in relation to a supply made under this Housing Management Agreement for which the first party can obtain an input tax credit or decreasing adjustment.

12. Use of Land

12.1 Permitted Use

The Territory must only use, and permit the use of, the Land:

(a) consistent with the purpose of the Lease; and

(b) for the purpose of the provision of community or public housing services and related Infrastructure (and all purposes incidental thereto)

(**Permitted Use**). At the Commencement Date the purpose of the Lease is Aboriginal Communal Purposes.

12.2 Compliance with Laws and Planning Scheme

The Territory must comply with all Laws and any Planning Scheme which affect or relate to the Land and the use or occupation of the Land and its Improvements regardless of whether the Law or Planning Scheme requires any, or any combination, of the Territory, the EDTL and the Association or any Third Party to take action, except to the extent that such compliance requires the Territory to undertake structural alterations or additions to Existing Improvements, unless such structural alterations or additions are occasioned or required by reason of:

(a) the nature of the particular business conducted by the Territory in or on the Land; or

(b) any negligence or default of the EDTL.

12.3 Compliance with Lease

(a) If the Lease or Sublease (including clause 17 (Use of Living Area) of the Sublease) restricts or places conditions on any Development, the Territory must comply with those restrictions and conditions as if they were restrictions or conditions under this Housing Management Agreement.

(b) If the Lease places any obligations on the Association, the Territory must comply with those obligations as if they were obligations under this Housing Management Agreement.

Viewed at 10:10:20 on 31/10/2016 by 32GPL.

(c) Clause 12.3(b) does not apply to any obligations in the Lease that require the Association to pay rent or other monies except as otherwise expressly provided in this Housing Management Agreement.

12.4 Compliance with notices

The Territory must comply with all notices, orders and directions issued or given by a Government Agency which affect or relate to the Land or the use or occupation of the Land regardless of whether the notice, order or direction is addressed to or requires compliance by any, or any combination, of the Territory, the EDTL and the Association or any Third Party except:

(a) to the extent that the Association or EDTL is required to comply with any Law; or

(b) to the extent that compliance with the obligation in this clause 12.4 requires the Territory to undertake structural alterations or additions to Existing Improvements, unless such structural alterations or additions are occasioned or required by reason of:

(i) the nature of the particular business conducted by the Territory in or on the Land; or

(ii) any negligence or default of the Territory.

12.5 Notices

A Party which receives a notice, order or direction from a Government Agency which affects or relates to the Land or the use or occupation of the Land must promptly give a copy of that notice, order or direction to the other Parties.

12.6 Roads

The Parties acknowledge that the general Laws of the Northern Territory, or a local government body of the Northern Territory, in relation to the use of public roads should apply to all roads in the Living Area generally used by the occupants of the Living Area, and will make no objection or claim to compensation if those Laws do apply.

13. The Territory's release

13.1 Risk

The Territory:

(a) uses and occupies the Land;

(b) uses the Existing Improvements; and

(c) uses all Services,

at the Territory's own risk.

Viewed at 10:10:20 on 31/10/2016 by 32GPL.

13.2 The Territory releases the EDTL

(a) The Territory releases the EDTL and the EDTL's Agents to the full extent permitted by Law from all claims, liabilities, actions, suits, demands, costs and expenses of every kind resulting from any:

(i) loss of or damage to any property in the Land;

(ii) death or injury of any person occurring on any part of the Land;

(iii) act or omission of the EDTL or the EDTL's Agents in the Land; and

(iv) failure of any of the Services.

(b) The Territory releases and forever discharges the EDTL from any and all liability arising from any disruption to the Territory's use of the Land arising from Works validly undertaken pursuant to clauses 2.2, 8.3(a) and 8.4 including but not limited to any claim for the EDTL's breach of the covenant of quiet enjoyment.

(c) This release will not apply to the extent that any claim, liability, action, suit, demand, cost or expense is caused directly by a deliberate or negligent act or omission of the EDTL or the EDTL's Agents or a breach of the Housing Management Agreement by the EDTL.

14. Insurance

14.1 Obligation to insure the Improvements

The Territory must effect and maintain insurance to cover the Improvements:

(a) against loss destruction or damage for not less than $10,000,000 for any one occurrence; and

(b) with cover which extends to include claim contingencies covering removal of debris or demolition costs and professional fees of not less than $2,000,000 for any one occurrence.

14.2 Obligation to insure for public liability

The Territory must effect and maintain insurance with a limit of not less than $20,000,000 for any one occurrence to cover:

(a) Personal Injury; and

(b) loss destruction or damage to any property.

14.3 Periods of insurance

The insurances referred to in this clause 14 must be:

(a) in force at the Commencement Date;

(b) maintained effective until the expiration or earlier determination of this Housing Management Agreement;

Viewed at 10:10:20 on 31/10/2016 by 32GPL.

(c) maintained for the whole of the Land for the duration of the Territory's occupation of the Land; and

(d) with an insurer approved by the EDTL.

14.4 Insurers and policies

(a) The Territory must:

(i) not alter any insurance policy required under this clause 14 during the Term to the extent such alteration results in the insurance not complying with this clause 14; and

(ii) give immediate notice to the EDTL of any cancellation of any policy.

(b) The EDTL reserves the right to require the Territory to effect and maintain additional insurance or to increase the amount of existing insurance from time to time during the Term where a reasonable requirement to do so can be demonstrated and such insurance is available in the commercial insurance market on commercially reasonable terms and conditions.

(c) All policies of insurance must note the interest of the EDTL.

14.5 The Territory to satisfy itself

The Territory must take responsibility itself for deciding whether to insure any risks which have not been covered by the policies referred to in this clause 14 or to cover any exclusions, conditions or excesses in the policies which it may wish to insure against or cover.

14.6 Insurance policies to waive rights of subrogation

The Territory must ensure that each policy of insurance effected and maintained pursuant to this clause 14 provides that the insurer waives all rights remedies or relief to which it might become entitled by way of subrogation to the Territory as against the EDTL and any successors.

14.7 No limitation

This clause 14 does not detract from any of the Territory's obligations under this Housing Management Agreement.

14.8 Association to prove currency of insurance

The Territory must produce to the EDTL, if required by the EDTL, reasonable proof of the currency of any of the insurances required by this clause 14.

14.9 The Territory's insurance

(a) The Territory confirms that it is a self-insured entity and will remain so for the Term.

(b) The EDTL acknowledges that while the Territory remains self-insured it is not obliged to take out separate policies of insurance to satisfy its obligations under this clause 14.

Viewed at 10:10:20 on 31/10/2016 by 32GPL.

15. Reinstatement

15.1 No obligation to reinstate

Subject to clause 8, neither the EDTL or the Territory has any obligation to reinstate the Land if at any time during the Term any part of the Land is wholly or partly damaged or destroyed or becomes unfit for, or incapable of use or occupation.

15.2 No right to damages

The Territory will not have any right, action or claim for loss, damage or compensation against the EDTL or the EDTL's Agents as a result of damage to or destruction of any part of the Land except to the extent that the damage or destruction is caused or contributed to by a wilful or negligent act or omission of the EDTL or the EDTL's Agents.

16. EDTL's obligations

16.1 Quiet enjoyment

In consideration for the Territory complying with this Housing Management Agreement, the Territory may, subject to any Registered Interest or Right of Occupation, peaceably hold and quietly enjoy the Land during the Term without disturbance or interruption from or by the EDTL or any other person or persons claiming under the EDTL during the Term.

16.2 Produce certificates

The EDTL will procure the production of all necessary certificates as to title upon demand by the Territory to facilitate the registration of this Housing Management Agreement, any Land Underlease and any Land Licence granted by the Territory or any transfer, variation, mortgage, underlease, surrender or other dealing with or involving a Land Underlease or Land Licence.

17. Default

17.1 Occurrence of Default Event

If a Default Event occurs the EDTL may give the Territory a notice in writing:

(a) specifying that a Default Event has occurred;

(b) setting out reasonable details of the event or circumstance constituting the Default Event; and

(c) in the case of a Default Event other than a Financial Default, specifying the Cure Period.

17.2 Financial Default

(a) If the Territory commits a Financial Default and fails to remedy the breach within 40 Business Days after receiving the Default Notice, the EDTL may terminate this Housing Management Agreement 40 Business Days after giving notice of intention to terminate to the Territory subject to clause 17.2(b).

Viewed at 10:10:20 on 31/10/2016 by 32GPL.

(b) The EDTL may not give written notice of intention to terminate to the Territory until it has exhausted the procedures in clause 21.

17.3 Remedies for other Default Events

(a) If the Territory commits a Default Event, other than a Financial Default, then within 20 Business Days of receipt of the Default Notice, the Territory must provide to the EDTL a Cure Plan in respect of that Default Event. The EDTL must not unreasonably refuse a request by the Territory for an extension of time to prepare the Cure Plan.

(b) Following receipt of a Default Notice, the Territory will be permitted to cure the Default Event within the Cure Period and, if applicable, in accordance with the Cure Plan.

(c) If the Territory requires an extension to the Cure Period it may, not later than the expiration of the current Cure Period, provide to the EDTL:

(i) a revised Cure Plan; and

(ii) evidence that:

(A) the Territory has diligently pursued and is continuing to diligently pursue a feasible and practicable programme of rectification; and

(B) the Default Event cannot be (or could not have been), with reasonable diligence, cured within the current Cure Period.

(d) The EDTL must not unreasonably refuse to grant an extension of the Cure Period.

(e) The provisions of this clause 17.3 do not limit or reduce the rights of the EDTL to claim damages for breach of this Housing Management Agreement.

17.4 Remedies for Termination Event

(a) If a Termination Event occurs, then the EDTL will be entitled to:

(i) terminate this Housing Management Agreement 40 Business Days after service of written notice of intention to terminate to the Territory subject to clause 17.4(b); and

(ii) exercise all legal and equitable rights and remedies available to the EDTL (whether under this Housing Management Agreement or otherwise).

(b) If the Termination Event that occurs falls within the scope of paragraph (b) of the definition in clause 1.1 (that is, a fundamental breach of this Housing Management Agreement) and is capable of being remedied, the EDTL may not terminate this Housing Management Agreement if the EDTL, acting reasonably, is satisfied that such breach has been remedied by the Territory prior to the expiration of the notice period specified in clause 17.4(a)(i).

Viewed at 10:10:20 on 31/10/2016 by 32GPL.

17.5 Waiver

If this Housing Management Agreement, or the Territory's right to occupy the Land is terminated for any reason, the Territory waives any rights it might otherwise have to pursue a claim of restitution of any kind including, without limitation, a claim of unjust enrichment.

17.6 Consequences of termination

Upon termination of this Housing Management Agreement, or the Territory's right to occupy the Land (whether through default or expiry or otherwise), the rights and obligations of the Parties will cease except for:

(a) any obligations arising or rights accrued as a result of an existing breach of this Housing Management Agreement; and

(b) any obligations which are expressed to continue in accordance with the terms of this Housing Management Agreement.

18. Overholding

If the Territory remains in occupation of the Land without objection by the EDTL following the expiration or earlier determination of this Housing Management Agreement, then:

(a) the Territory will be deemed to be a monthly tenant upon the same terms and conditions as are contained in this Housing Management Agreement so far as they are applicable to such a tenancy; and

(b) such a tenancy will be determinable by either Party on 1 month's prior written notice.

19. Housing Management Agreement ends if Sublease ends

This Housing Management Agreement will automatically end if the Sublease ends for any reason and this Housing Management Agreement is not novated or assigned pursuant to clause 26.3 of the Sublease. If this Housing Management Agreement ends under this clause, this does not affect rights that arise before, or because of, the ending of this Housing Management Agreement.

20. Obligations on expiration or termination

20.1 Return of Land

The Territory must return the Land to the EDTL at the expiration, surrender or earlier determination of the Territory's occupancy of the Land in a condition consistent with its obligations under this Housing Management Agreement.

20.2 Novation of agreements

(a) Subject to clause 20.3, upon the expiration or earlier determination of this Housing Management Agreement the Territory must, upon the request of the EDTL, use all reasonable endeavours to novate or assign to the EDTL or the EDTL's nominee without payment:

Viewed at 10:10:20 on 31/10/2016 by 32GPL.

(i) any service or maintenance agreement relating to the Land, Improvements or Services (or any part of it) or the benefit of any such agreement; and

(ii) any other agreement solely relating to the Land (or any part of it) or the benefit of any such agreement.

(b) Nothing in this clause 20.2 requires the EDTL to request the novation or assignment of any agreement.

20.3 Novation of Tenancy Agreements, Land Underleases and Land Licences

Prior to or upon the early determination of this Housing Management Agreement:

(a) the Territory must use all reasonable endeavours to novate or assign all Tenancy Agreements, Land Underleases and Land Licences to the EDTL; and

(b) the EDTL must use all reasonable endeavours to enable the Territory to novate or assign all Tenancy Agreements, Land Underleases and Land Licences to the EDTL.

21. Dispute resolution

21.1 Procedure to resolve disputes

If there is a dispute between the Parties relating to or arising out of this Housing Management Agreement, the Parties must use reasonable endeavours acting in good faith to settle the dispute as soon as practicable.

21.2 Continue to perform

Notwithstanding the existence of a dispute, each Party must continue to perform its obligations under this Housing Management Agreement.

22. General

22.1 Amendments

The Parties may from time to time by agreement in writing, amend or vary the provisions of this Housing Management Agreement.

22.2 Nature of obligations

(a) Any provision in this Housing Management Agreement which binds more than one person binds all of those persons jointly and each of them severally.

(b) Each obligation imposed on a Party by this Housing Management Agreement in favour of another is a separate obligation.

22.3 Entire understanding

(a) This Housing Management Agreement contains the entire understanding between the Parties concerning the subject matter of the Housing

Viewed at 10:10:20 on 31/10/2016 by 32GPL.

Management Agreement and supersedes all prior communications between the Parties.

(b) Each Party acknowledges that, except as expressly stated in this Housing Management Agreement, that Party has not relied on any representation, warranty or undertaking of any kind made by or on behalf of the other Party in relation to the subject matter of this Housing Management Agreement.

22.4 No adverse construction

This Housing Management Agreement is not to be construed to the disadvantage of a Party because that Party was responsible for its preparation.

22.5 Further assurances

A Party, at its own expense and within a reasonable time of being requested by another Party to do so, must do all things and execute all documents that are reasonably necessary to give full effect to this Housing Management Agreement.

22.6 No waiver

(a) A failure, delay, relaxation or indulgence by a Party in exercising any power or right conferred on the Party by this Housing Management Agreement does not operate as a waiver of the power or right.

(b) A single or partial exercise of the power or right does not preclude a further exercise of it or the exercise of any other power or right under this Housing Management Agreement.

(c) A waiver of a breach does not operate as a waiver of any other breach.

22.7 Severability

If any provision of this Housing Management Agreement is void, voidable by any party, unenforceable or illegal, it shall be read down so as to be valid and enforceable or if it can not be so read down, the provision (or where possible the offending words), shall be severed from this Housing Management Agreement without affecting the validity, legality or enforceability of the remaining provisions (or parts of those provisions) of this Housing Management Agreement which will continue in full force and effect.

22.8 Successors and assigns

This Housing Management Agreement binds and benefits the Parties and their respective successors and permitted assigns under clause 22.9.

22.9 No assignment without consent of other Parties

A Party cannot assign or otherwise transfer the benefit of this Housing Management Agreement without the prior written consent of each other Party.

22.10 Consents and approvals

Where anything depends on the consent or approval of a Party then, unless this Housing Management Agreement provides otherwise, that consent or approval

Viewed at 10:10:20 on 31/10/2016 by 32GPL.

may be given conditionally or unconditionally or withheld, in the absolute discretion of that Party.

22.11 Costs

Each Party must pay its own legal costs of and incidental to the preparation and completion of this Housing Management Agreement.

22.12 Governing law and jurisdiction

(a) This Housing Management Agreement is governed by and must be construed in accordance with the laws in force in the Northern Territory.

(b) The Parties submit to the exclusive jurisdiction of the courts of that Territory and the Commonwealth of Australia in respect of all matters arising out of or relating to this Housing Management Agreement, its performance or subject matter.

22.13 Notices

Any notice or other communication to or by a Party under this Housing Management Agreement:

(a) may be given by personal service, pre-paid registered post or facsimile;

(b) must be in writing, legible and in English addressed (depending on the manner in which it is given) as set out in Item 4 of the Schedule or to any other address last notified by the Party to the sender by notice given in accordance with this clause;

(c) in the case of a corporation, must be signed by an officer or authorised representative of the sender or in accordance with section 127 of the Corporations Act or section 99-5 of the CATSI Act; and

(d) is deemed to be given by the sender and received by the addressee:

(i) if delivered in person, when delivered to the addressee;

(ii) if posted, 2 Business Days (or 6 Business Days, if posted outside Australia) after the date of posting to the addressee whether delivered or not; or

(iii) if sent by facsimile transmission, on the date and time shown on the transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety and in legible form to the facsimile number of the addressee notified for the purposes of this clause,

but if the delivery or receipt is on a day which is not a Business Day or is after 4.00 pm (addressee's time), it is deemed to have been received at 9.00 am on the next Business Day.

22.14 Counterparts

If this Housing Management Agreement consists of a number of signed counterparts, each is an original and all of the counterparts together constitute the same document.

Viewed at 10:10:20 on 31/10/2016 by 32GPL.

22.15 Conflicting provisions

If there is any conflict between the main body of this Housing Management Agreement and any schedules or annexures comprising it, then the provisions of the main body of this Housing Management Agreement prevail.

22.16 Non merger

A term or condition of, or act done in connection with, this Housing Management Agreement does not operate as a merger of any of the rights or remedies of the Parties under this Housing Management Agreement and those rights and remedies continue unchanged.

22.17 No right of set-off

Unless this Housing Management Agreement expressly provides otherwise, a Party has no right of set-off against a payment due to another Party.

22.18 Payment of interest

Any provision expressed or implied in this Housing Management Agreement obliging the Territory to pay interest on any moneys including the Housing Management Agreement Payment has no effect.

22.19 Relationship of Parties

Unless this Housing Management Agreement expressly provides otherwise, nothing in this Housing Management Agreement may be construed as creating a relationship of partnership, of principal and agent or of trustee and beneficiary.

22.20 Residential Tenancies Act

(a) Notwithstanding any other clause in this Housing Management Agreement, if the Territory or a Tenant does any act in relation to a Tenancy Agreement or a Tenant's Right of Occupation which is required under the *Residential Tenancies Act* (NT), that act does not constitute a breach of this Housing Management Agreement.

(b) If the EDTL exercises a right of access to the Land under this Housing Management Agreement, the EDTL may only access an individual housing lot on the Land provided that such access would not put the Territory in breach of its obligations under any Tenancy Agreement or Tenant's Right of Occupation applicable to that individual housing lot.

22.21 Compliance with Sublease

Notwithstanding any other clause in this Housing Management Agreement, the Territory agrees to do all things necessary to enable the EDTL to comply with its obligations under clause 10.8 (Amendments and termination) of the Sublease.

Viewed at 10:10:20 on 31/10/2016 by 32GPL.

Schedule - Housing Management Agreement particulars

Item:		Particulars:
1.	**Living Area** (clause 1.1)	The whole of the land described in Certificate of Title Volume 623 Folio 349, being Lot 5149 Town of Alice Springs on plan S77/036 a copy of which is annexed at Annexure 1.
2.	**Land** (clause 1.1)	The whole of the Living Area.
3.	**Commencement Date** (clause 1.1)	The date of commencement of the Sublease, being 3 December 2009
4.	**Notices** (clause 22.13)	If to the EDTL: **By Hand** The Executive Director of Township Leasing Level 1 60 Smith Street Darwin NT 0800 **By Post** The Executive Director of Township Leasing GPO Box 3671 Darwin NT 0801
		If to the Territory: **By Hand** Executive Director Land Services 8th Floor, 38 Cavenagh Street Darwin NT 0801 **By Post** Executive Director Land Services GPO Box 1680 Darwin NT 0801 **By Facsimile** Facsimile: (08) 8999 6055

Viewed at 10:10:20 on 31/10/2016 by 32GPL.

Executed as a deed.

Executed by the **Executive Director of Township Leasing** for and on behalf of the **Commonwealth of Australia** in the presence of:

Signature of qualified witness

Signature of Executive Director of Township Leasing

KYM LOCKLEY

Name of qualified witness (please print)

PAT WATSON

Name (please print)

Solicitor

Qualification

Phone: (02) 6121 4223

Address: L3 16 Bowes St

Woden ACT

Contact details of qualified witness

3/12/2009

Execution Date

Viewed at 10:10:20 on 31/10/2016 by 32GPL.

SIGNED by the **Chief Executive Officer** of the **Department of Planning and Infrastructure** for and on behalf of the **Northern Territory Of Australia** pursuant to a delegation under the *Contracts Act* in the presence of:

Witness

JACKIE ANTOVN

Print name

A Practitioner of the Supreme Court of the Northern Territory of Australia Solicitor
68 The Esplanade, Darwin NT
Position Ph: (08) 8935 7809

Signature

RICHARD HANCOCK

Print name

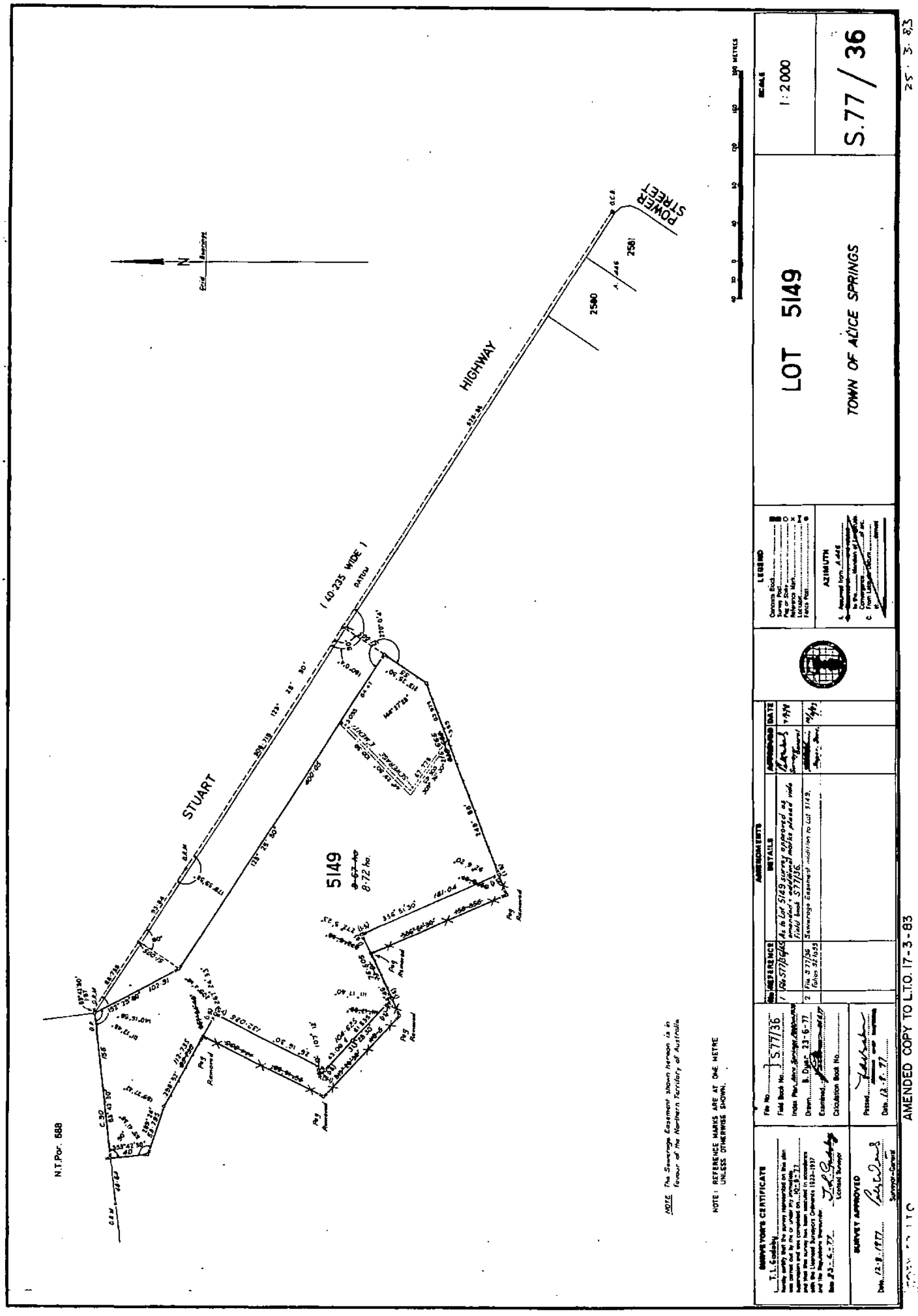
03/12/09.

Date

Annexure 1 - Living Area

Viewed at 10:10:20 on 31/10/2016 by 32GPL.

Survey Plan S 77/036



Viewed at 14:05:46 on 18/05/2009 by 69AGS.

00418848

DEPARTMENT OF JUSTICE (ABN 84 085 734 992)
REGISTRAR-GENERAL'S OFFICE
NICHOLS PLACE
GPO BOX 3021

Priority of Lodgement	

Enquiries : 8999 6252

TAX INVOICE (RECEIPT) - OFFICE COPY

Lodging Party:
OFFICE OF TOWNSHIP,
GPO BOX 3671
DARWIN NT 0801

Customer Code:
Self Assessing Code:

Date of Issue	08/09/2011
at	15:48
by	JSIA
Application #	00242379

Document Delivery:
OFFICE OF TOWNSHIP
GPO BOX 3671
DARWIN NT 0801

Lodgement No 756455

If paper title exists enter

Volume _____

Folio _____

Description	GST Incl Amount
SUBLEASE (LOT 5149 T/O ALICE SPRINGS)	157.00

Total Cost excl GST	$157.00
Total GST	$0.00
Total Invoice	$157.00

Payment Details

EFT - CREDIT CARD

4030/11

1/23 D

Date Registered: 15/02/2011 **Volume** 753 **Folio** 914
Duplicate Certificate as to Title issued? No

SEARCH CERTIFICATE

SPECIAL PURPOSES LEASE 00450

Lot 5149 Town of Alice Springs from plan(s) S 77/036
Area under title is 8 hectares 7200 square metres

Owner:
Ilperle Tyathe Association Incorporated
of PO Box 8070, Alice Springs NT 0871

Registered Date	Dealing Number	Description
		Previous title is **Volume** 623 **Folio** 349
13/09/2011	756455	Underlease to Northern Territory of Australia - expiring 02/12/2012 (756316)
09/09/2011	756316	Sublease to Executive Director of Township Leasing - expiring 02/12/2049
23/12/1999	437728	Sewerage easement to Power and Water Authority
23/12/1999	437727	Water supply easement to Power and Water Authority

End of Dealings

Commencement Date: 28 December 1978

Expiry Date: In Perpetuity

Reservations:

(a) A right of entry in favour of the Minister, or an officer authorised in writing by the Minister, at all reasonable times and in any reasonable manner, to enter upon the leased land or any part of it and to inspect the leased land or any part of it and any improvements on it.

(b) All minerals and mineral substances in or on the leased land including gold, silver, copper, tin, other metals, ores, and substances containing metals, gems, precious stones, coal, shale, mineral oils and valuable earths or substances, together with the right to authorise any persons to enter upon the land to mine, work for, win, recover and remove them or any of them and to do all things necessary or convenient for those purposes.

(c) A power of resumption.

(d) A right of entry and inspection for the purposes of providing and maintaining water, sewer, electricity and other services on the leased land or on other lands.

Provisions:

To hold unto the lessee in perpetuity yielding and paying therefor an annual rental of sixty three dollars subject to re-appraisement in accordance with section 11A of the Special Purposes Leases Act.

And it is hereby declared that -

The lessee, having paid all rent due under this lease, may at any time surrender this lease in accordance with the provisions of the Special Purposes Leases Act and the Regulations thereunder.

If the rent (other than the rent for the first year) is not paid on or before the expiry of three months from the date on which it becomes payable by the lessee, an additional amount (which shall be deemed to be recoverable as rent) at the rate of five per centum per annum from the expiry of that period shall become payable by the lessee in respect of the rent overdue, if demanded by the Minister.

This lease is granted under and subject to the Special Purposes Leases Act and the Regulations for the time being in force thereunder and is conditional upon compliance by the lessee with the covenants and conditions to be complied with by the lessee and may, subject to the Special Purposes Leases Act and the Regulations, be forfeited for non-compliance with any such covenant or condition.

Covenants:

The lessee covenants with the Minister as follows -

1. That the lessee will pay the rent annually in advance.

2. That the lessee will use the land only for the purposes for which it is leased; viz: Aboriginal Communal Purposes.

3. That the lessee will pay all rates and taxes which may at any time become due in respect of the leased land.

4. That the lessee will observe and comply with the Regulations under the Special Purposes Leases Act for the time being in force.

5. That the lessee will by the twenty eighth day of December, 1979 or within such further time as may be approved in writing by the Minister for that purpose, commence to erect improvements on the land suitable to the purpose of the lease and in accordance with plans and specifications prepared by the lessee and previously submitted to and approved by the Minister. Improvements to the value of fifty thousand dollars shall be made by the twenty eighth day of December, 1980 and completion of all improvements to the total value of not less than two hundred thousand dollars shall be made by the twenty eighth day of December, 1983 and will be made in accordance with any Act, Ordinance or Regulation or within such further time as may be approved in writing by the Minister for that purpose and shall thereafter repair and maintain and keep in repair such improvements to the satisfaction of the Minister.

6. That the lessee will submit detailed sketch plans for the development of the site to the Planning Branch of the Department of Lands and Housing for approval prior to the commencement of development. Such plans will contain all details of intended improvements and proposed landscaping.

7. That developed areas of the leased land will be dust suppressed and drained for stormwater to the satisfaction of the Minister by the twenty eighth day of December, 1980 or within such further time as may be approved by the Minister and all such works shall thereafter be maintained to the satisfaction of the Minister. Dust suppression may be accomplished by the planting of suitable grasses, shrubs and trees or by the erection of wind breaks or by the sealing of the natural surface of the ground by any combination of these methods.

8. That all internal roads and pathways will be well drained and of good all weather construction and shall be maintained to the satisfaction of the Minister.

9. That all water and sewerage works will be carried out in accordance with the standards required by the Local Authority and the Department of Health. The disposal of garbage, sewerage, waste water and sullage within the boundaries of the site must accord with the requirements of the Department of Health.

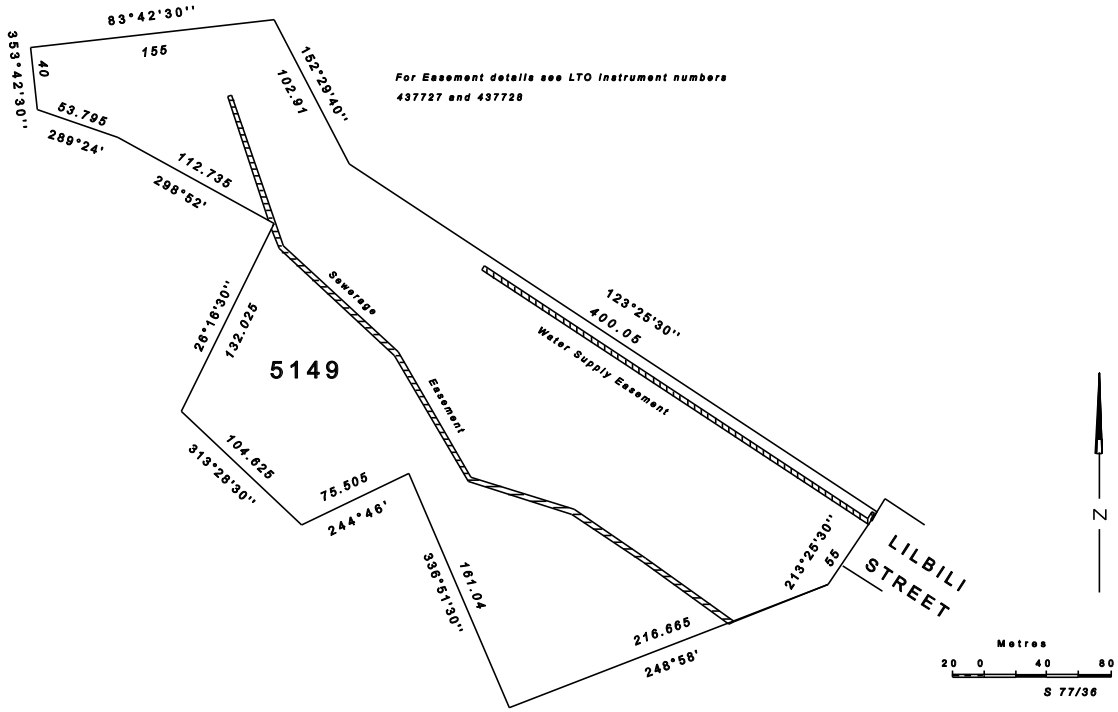
10. That adequate fire fighting equipment will be provided on the site and shall be easily accessible from any development. Such equipment shall be approved by the Local Authority and thereafter maintained to the satisfaction of the Minister.

11. That for every ten individual camping sites or part thereof there shall be provided the following minimal facilities - 1 water point 1 water closet for use by males 1 urinal 1 water closet for use by females 1 shower with hot and cold water for use by males 1 shower with hot and cold water for use by females 1 handbasin with hot and cold water for each water closet provided 1 wash trough with hot and cold water.

12. That all electrical reticulation will conform at all times with the appropriate by-laws, standards and specifications of the Northern Territory Electricity Commission.

Date Registered: 15/02/2011 **Volume** 753 **Folio** 914

Duplicate Certificate as to Title issued? No



NORTHERN TERRITORY OF AUSTRALIA

Record of Administrative Interests and Information

Record of Administrative Interests and Information
The information contained in this record of Administrative Interests only relates to the below parcel reference.

Parcel Reference: Lot 05149 Town of Alice Springs plan(s) S 77/036

(See section 38 of the Land Title Act)

Note: The Record of Administrative Interests and Information is not part of the Land Register and is not guaranteed by the Northern Territory of Australia, and the NT Government accepts no Liability for any omission, misstatement or inaccuracy contained in this statement.

Registrar General

Government Land Register
(none found)

Custodian - Registrar General (+61 8 8999 6252)

Current Title
CUFT 753 914 (order 1)

Tenure Type
SPECIAL PURPOSES LEASE 450

Tenure Status
Current

Area Under Title
8 hectares 7200 square metres

Owners
Ilperle Tyathe Association Incorporated
PO Box 8070, Alice Springs NT 0871

Easements
(none found)

Scheme Name
(none found)

Scheme Body Corporate Name
(none found)

Reserved Name(s)
(none found)

Unit Entitlements
(none found)

Transfers
(none found)

Tenure Comments
(none found)

Historic Titles
CUFT 623 349 (order 1)
CUFT 622 179 (order 1)
CUCL 160 007 (order 2)
CUCL 160 007 (order 1)
Visit the website http://www.nt.gov.au/justice/bdm/land_title_office/

Custodian - Surveyor General (+61 8 8995 5362)

Address
15 LILBILI ST, BRAITLING

Survey Plan
S 77/036

Survey Status
Approved

Parcel Status
CURRENT

Parcel Area
8 hectares, 7200 square metres

Map Reference
Code 010 Scale 2500 Sheet 29.35

Parent Parcels
(none found)

Parcel Comments
ABORIGINAL LAND APPLICATION S77/36/2. BOUNDARIES AMENDED FOR ZONING PURPOSES S77/36/45. LOTS 9673(A) TO 9694(A) OVER PART LOT 5149 AS PART OF THE CONNECTING NEIGHBOURS PROJECT - S2007/030. LOTS 10487(A) TO 10502(A) - S2012/020.

Survey Comments
(none found)

Proposed Easements
(none found)

Municipality
ALICE SPRINGS MUNICIPALITY

Region
ALICE SPRINGS

Custodian - Valuer General (+61 8 8943 9193)

Owner's Last Known Address
CEO Housing & Department of Lands and Planning, ATTENTION: CHIEF FINANCE OFFICER, GPO BOX 4621, DARWIN NT 0801

Parcels in Valuation

Lot 05149 Town of Alice Springs

Unimproved Capital Value

$1,250,000 on 01/07/2015
$1,365,000 on 01/07/2012
$1,300,000 on 01/07/2009
$945,000 on 01/07/2006
$675,000 on 01/07/2003
$414,000 on 01/07/2000
$400,000 on 01/07/1997
$288,000 on 01/07/1994
$240,000 on 01/07/1991
$224,000 on 01/01/1989
$100,000 on 01/01/1986
$80,000 on 01/01/1983
$43,000 on 01/07/1980
$16,000 on 14/03/1978

Valuation Improvements

28/05/1990 House
28/05/1990 Ablution block x 2
04/11/1986 Educational institute
01/01/0001 Land

Custodian - Property Purchasing (+61 8 8999 6631)

Acquisitions

(none found)

Custodian - Building Advisory Service (+61 8 8999 8965)

Building Control Areas

BBASP001 - Building Control Area	ALICE SPRINGS BUILDING AREA

Building Permits

Application Number:	15 of 15
Description:	new concrete and steel residential 3 bedroom dwelling (Type H6SAS - H4ASB) - WC9686
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	115 square metres
Certification:	Single Dwelling - Full Code - *issued on* 06/10/2011

Application Number:	13 of 15
Description:	House 7 - Refurbishment
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	(none found)
Certification:	Single Dwelling - Full Code - *issued on* 27/09/2011

Application Number:	12 of 15
Description:	House 5 - Refurbishment
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	(none found)
Certification:	Single Dwelling - Full Code - *issued on* 27/09/2011

Application Number:	11 of 15
Description:	House 3- Refurbishment
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	(none found)
Certification:	Single Dwelling - Full Code - *issued on* 27/09/2011

Application Number:	10 of 15
Description:	Refurbishment House 6
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	(none found)
Certification:	Single Dwelling - Full Code - *issued on* 10/02/2012

Application Number:	9 of 15
Description:	Dwelling Alterations [House 4] including new kitchens, wet areas, floor linings, windows & doors, air conditioning & heating
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling Non-habitable building
Area:	(none found)
Certification:	Single Dwelling - Full Code - *issued on* 24/10/2011 Non-habitable building - Full Code - *issued on* 24/10/2011

Application Number:	8 of 15
Description:	dwelling
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling Non-habitable building
Area:	130 square metres
Certification:	Single Dwelling - Full Code - *issued on* 23/11/2010 Non-habitable building - Full Code - *issued on* 23/11/2010

Application Number:	6 of 15
Description:	Dwelling Alterations
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	(none found)
Certification:	Single Dwelling - Full Code - *issued on* 02/07/2009

Application Number:	5 of 15
Description:	7 X DWELLINGS
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	0 square metres
Certification:	Single Dwelling - Full Code - *issued on* 14/12/2001

Visit the website http://www.nt.gov.au/building/

Custodian - Town Planning and Development Assessment Services (+61 8 8999 6046)

Planning Scheme Zone
CL (Community Living)

Interim Development Control Orders
(none found)

Planning Notes
(none found)

Planning Applications

File Number
PA2010/0155

Type
Compliance Check

Date Received
16/02/2010

Application Purpose
Walpiri Town Camp - Additional Dwelling

Application Status
Approved

Other Affected Parcels
(none found)

Instrument Signed

Instrument Number

Instrument Issued
Not Complete

Instrument Status

Custodian - Power and Water Corporation (1800 245 092)

Meters on Parcel

Power Water - Electricity	8
Power Water - Water	11

For Account balances, contact the Power and Water Corporation.

Custodian - Pool Fencing Unit (+61 8 8924 3641)

Swimming Pool/Spa Status
(none found)

For more information, contact the Pool Fencing Unit (+61 8 8924 3641).

Custodian - Mines and Energy (+61 8 8999 5322)

For information on possible Exploration Licences, contact Mines & Energy or visit the website http://www.nt.gov.au/d/Minerals_Energy/

For information on possible Petroleum Titles, contact Mines & Energy for further details.

Custodian - NT Environment Protection Authority (+61 8 8924 4218)

Results of site contamination assessment
(none found)

For further information contact Environment Protection Authority or visit the website https://ntepa.nt.gov.au/waste-pollution/contaminated-land

Custodian - Heritage Branch (+61 8 8999 5039)

Heritage Listing:
(none found)

For further information on heritage places contact Heritage Branch or visit the website http://www.dlpe.nt.gov.au/heritage

Other Interests

For Account balances, contact Alice Springs Town Council



Ilyperenye (Old Timers)

Form 32

Section 65

Land Title Act
REGISTRAR-GENERAL'S DIRECTIONS

NORTHERN TERRITORY OF AUSTRALIA

DL00756315D

Commissioner of Taxes use only (NOTE 1)

Dealing Number: 756315 Lodged 09/09/2011 at 09:33:01
Dealing Type: SL By CASH
Volume 753 Folio 915 Fee $157.00 Receipt 414249

SUBLEASE

The owner of the lease subleases to the tenant the estate and interest in the land described and the tenant accepts this sublease of the land for the term and at the rent stipulated and subject to the covenants and conditions contained below or on the back of this document and acknowledges the amount payable or other consideration for the lease. (NOTES 2 – 3)

ESTATE AND INTEREST

Lease being subleased: S/L
Number: 00550 (NOTE 4)

Register	Volume	Folio	Location	Lot Description	Plan	Unit
CUFT	753	915	NT Portion	Lot 5708	S72/84	N/A

(NOTE 5)

INTEREST BEING SUBLEASED

~~That part of the land known as Lot 5708 on Survey Plan S80/018, Town of Alice Springs~~ whole of the land (NOTE 6)

MARKET RENT UNDER THE SUB-LEASE	$1.10 demanded	GST AMOUNT $0.10 (NOTE 7)
OTHER CONSIDERATION (Include Nil or Nominal Rent)	Nil	GST AMOUNT Nil

OWNER OF THE LEASE

Ilyperenye Association Incorporated,
C/- Public Officer, 4 Elder Street, Alice Springs NT 0870 (NOTE 8)

TENANT

Executive Director of Township Leasing
Centraplaza, 16 Bowes Street, Woden ACT 2606 (NOTE 9)

TENANCY

Sole Tenant (NOTE 10)

TERM OF SUBLEASE

Commencing:	Expiring:	Right of Renewal:
3 December 2009	2 December 2049	No

(NOTE 11)

CONSENTS

~~Nil~~ MINISTER FOR PLANNING + LANDS (NOTE 12)

SEE PAGE 44-46 OF THE ANNEXED PROVISIONS OF SUBLEASE
SIGNED by the Owner

on (Date) .....

In the presence of:

.....

Qualified Witness:

.....

SEE PAGE 44-46 OF THE ANNEXED PROVISIONS OF SUBLEASE
SIGNED by the Tenant

on (Date) .....

In the presence of:

.....

Qualified Witness:

..... (NOTE 13)

Registered on 9-9-2011 At 11:17

NORTHERN TERRITORY OF AUSTRALIA REGISTRAR GENERAL

.....	.....

CONSENT OF INTEREST HOLDERS

Instrument type:	Instrument type: .....
Instrument No:	Instrument No: .....
Name of Parties:	Name of Parties: .....
.....	.....
I the registered proprietor of the interest shown above consent to the registration of this instrument.	I the registered proprietor of the interest shown above consent to the registration of this instrument.
Signed:	Signed: .....
(Date):	(Date): .....
In the presence of:	In the presence of:
.....	.....
Name of Qualified Witness:	Name of Qualified Witness: .....
Address or Telephone No.:	Address or Telephone No.: .....

COVENANTS

It is hereby covenanted by and between the owner of lease and the tenant as follows;

- ☐ To comply with the provisions contained in Memorandum of Common Provisions recorded in the Register as LTO No.
- ☐ The conditions and covenants implied by Sections 117 & 119 *Law of Property Act* shall/shall not apply. (delete one)
- ☐ To comply with the provisions annexed to this lease.

SCHEDULE OF NOTES

1. A sub-lease signed on or after 1 July 2006 is required to be stamped by the Commissioner of Taxes where (i) there is no consideration, or (ii) the consideration is nominal, or (iii) there is valuable consideration other than rent under the lease.
2. This form may be lodged in triplicate and may be adapted for an underlease. The original must be typed or completed in ink or biro. The duplicate and triplicate may be copies of the original but the signatures of all parties and their witnesses must be in ink or biro on all copies. If the words "owners" and "tenant" are considered inappropriate other words (lessor/lessee) may be used. Alterations to information entered on the form should be crossed out (nor erased or obliterated by painting over) and initialled by the parties.
3. If there is insufficient space in any panel use the space above or an annexure sheet (Form 95).
4. Insert the number of the Lease being sub-leased or under-leased.
5. Volume and Folio references must be given together with a description of the location and lot number, unit number and unit plan number if applicable. If a certificate as to title has been issued it must be produced.
6. Insert whole of the land or if part of a lot the instrument of lease must also include a sketch plan identifying the part of the lot drawn to a standard to the Registrar-General's satisfaction, if required by the Registrar-General, a plan of survey identifying the part of the lot; or if required by the *Planning Act*, consent under Part 5 of the *Planning Act*.
7. Pursuant to Section 66 (1)(c) of the *Land Title Act* state whether the rent under the sub-lease is market rent, or nil or nominal rent. Market rent means any rent that is not nominal. A sub-lease for nil or nominal rent or other consideration must show the imprint of the Commissioner of Taxes. For the GST amount, if the sub-lease is subject to the margin scheme and the GST amount is unknown insert "margin scheme" in the box provided. Show the words "Nil" or "Not applicable" if not subject to rent or other consideration.
8. Insert full name of the owner of the lease (namely the tenant under the head lease and not the proprietor of the land). Address is not required.
9. Insert full name of the tenant and an address for the service of notices. The address can be a postal address.
10. If two or more tenants, state whether as joint tenants or tenants in common. If tenants in common, specify shares. If no tenancy is stated, the Registrar-General must register the co-owners as tenants in common pursuant to Section 57(2) of the *Land Title Act*.
11. Details of dates of commencement and expiry must be shown. If there is a right of renewal, show "Yes" (if not) "No".
12. Consents by mortgagee should be provided. A lease or amendment of a lease executed after registration of a mortgage of a lot is valid against the mortgagee only if the mortgagee consents to the lease or amendment before its registration. A lease which has not been consented to by a prior mortgagee will not be protected in the event of the mortgagee exercising the power of sale.
13. Persons who may witness this document are a Commissioner for Oaths, a member of the Legislative Assembly, a legal practitioner within the meaning of the *Legal Practitioners Act*, a person holding office under the *Supreme Court Act*, the *Justices Act*, the *Local Court Act* or the *Registration Act*, a member of the Police Force, a person licensed as a conveyancing agent or real estate agent under the *Agents Licensing Act*, a Notary Public and any other person approved by the Registrar-General.

    A witness to an instrument executed by an individual must first:

    - take reasonable steps to ensure that the individual is the person entitled to sign the instrument;
    - have the individual execute the document in the presence of the witness;
    - not be a party to the instrument; and
    - if witnessing more than one signature, clearly state that he/she has witnessed more than one signature. (ie I have witnessed the two signatures appearing above).

    After signing, witnesses must legibly write, type or stamp their names and contact address or telephone number below their signature.

    For a corporation, an instrument must be executed in a way permitted by law or sealed with the corporation's seal in accordance with the *Law of Property Act*, Section 48.

    For witnessing of instruments executed outside the Northern Territory refer to Schedule 1 of the *Land Title Act* and the Registrar-General's Directions.

PRIVACY STATEMENT – LAND REGISTER FORMS

The Registrar-General's Office is authorised by the *Land Title Act* to collect the information on this form for the establishment and maintenance of the Land Register, which is made available for search by any person, anywhere, including through the Internet, upon payment of a fee. The information is regularly provided to other NT Government agencies, the Australian Valuation Office, local governments, the Australian Bureau of Statistics, the Australian Taxation Office or other Commonwealth Agencies as required or authorised by law, and some private sector organisations for conveyancing, local government, valuation, statistical, administrative and other purposes. The Department of Planning and Infrastructure also uses the information to prepare and sell or licence property sales reports to commercial organisations concerned with the development, sale or marketing of property.

Failure to provide the information in full or in part may prevent your application or transaction being completed.

Your personal information provided on this form can be subsequently accessed by you on request. If you have any queries please contact the Deputy Registrar-General on 8999 5318.

MINISTER FOR PLANNING AND LANDS

PARLIAMENT HOUSE
STATE SQUARE
DARWIN NT 0800

GPO BOX 3146
DARWIN NT 0801
TELEPHONE: (08) 8901 4047
FACSIMILE: (08) 8901 4169

Ilyiperenye Association Inc.
C/- Tangentyere Council
PO Box 8070
ALICE SPRINGS NT 0871

Attention: David Donald, Housing Manager

Dear Mr ~~Donald~~ David

I hereby consent for a sublease to be registered against Special Purposes Lease 550 held by Ilyiperenye Association Inc.

I am pleased to advise that, in accordance with my power under section 6 of the *Special Purposes Leases Act* I consent to the registration of the following sublease on Special Purposes Lease 550.

Proposed Lessee:	Executive Director of Township Leasing
Tenement:	Lot 5708, Town of Alice Springs Approved survey plan S80/018
Permitted use:	Aboriginal communal living

Yours sincerely

DELIA LAWRIE
29-7-09

Northern Territory Government

Sublease

Ilyperenye Association Incorporated

and

Executive Director of Township Leasing

and

Northern Territory of Australia

and

Chief Executive Officer (Housing)

Viewed at 10:10:56 on 31/10/2016 by 32GPL.

Table of Contents

1.	**Definitions and interpretation**	**7**
1.1	Definitions	7
1.2	Interpretation	14
1.3	Transfer of functions	15
1.4	Good faith	15
1.5	Survival	15
2.	**Sublease and reservations**	**16**
2.1	Condition precedent	16
2.2	Grant of Sublease	16
2.3	Reservations	16
3.	**Mutual agreements and declarations**	**17**
4.	**Implied covenants**	**17**
5.	**Sublease Payment**	**17**
6.	**SIHIP Investment**	**17**
7.	**Transition from existing arrangements**	**18**
7.1	Registered Interests	18
7.2	Tenants of Housing Authorities	18
7.3	Services Providers	18
8.	**Access**	**19**
8.1	General	19
8.2	Association's right of access	20
9.	**Improvements**	**20**
9.1	Existing Improvements	20
9.2	Maintenance of Existing Improvements	21
9.3	Works in respect of Existing Improvements	21
9.4	EDTL's Improvements	21
9.5	Ownership of Improvements at the end of the Sublease	21
10.	**Housing Management Agreements, Living Area Underleases and Living Area Licences**	**22**
10.1	Housing Management Agreements	22
10.2	Notification before entering into Housing Management Agreement	22
10.3	Grant of Living Area Underlease	23
10.4	Grant of Living Area Underlease of Community Land	23
10.5	Grant of Living Area Underlease of Vacant Land	23
10.6	Grant of Living Area Licence	24
10.7	No release of liability	25
10.8	Amendments and termination	25

Viewed at 10:10:56 on 31/10/2016 by 32GPL.

Table of Contents (ctd) 3

11.	**Housing Management Tender**	**25**
12.	**Future housing and Infrastructure needs**	**26**
13.	**Home ownership**	**26**
14.	**Rates, Taxes and Charges**	**27**
14.1	Outgoings	27
14.2	Charges for Services	27
14.3	Stamp duty	27
14.4	Association's Administrative costs	27
15.	**Insurance**	**28**
16.	**GST**	**28**
17.	**Use of Living Area**	**28**
17.1	Permitted Use	28
17.2	Compliance with Laws and Planning Scheme	28
17.3	Compliance with Lease	29
17.4	Compliance with notices	29
17.5	Notices	29
17.6	Roads	29
18.	**EDTL's indemnity**	**29**
18.1	Risk	29
18.2	The EDTL indemnifies the Association	30
18.3	The EDTL releases the Association	30
19.	**Reinstatement**	**31**
19.1	No obligation to reinstate	31
19.2	No right to damages	31
20.	**Consultative Forum**	**31**
20.1	Establishment of the Consultative Forum	31
20.2	Purpose of the Consultative Forum	31
20.3	Association nominees to consult with Living Area residents	32
20.4	Power to bind the Parties	32
20.5	EDTL to consult with the Consultative Forum	32
20.6	Conduct of the Consultative Forum	32
20.7	Annual Statement to Consultative Forum	33
21.	**Advisory Housing Forum**	**33**
21.1	Membership of the Advisory Housing Forum	33
21.2	Purpose of the Advisory Housing Forum	33
21.3	Power to bind the Parties	33
21.4	Advisory Housing Forum Meetings	33
22.	**Association's obligations**	**33**
22.1	Quiet enjoyment	33
22.2	Produce certificates	34
23.	**Sublease ends if Lease ends**	**34**
24.	**Default**	**34**
24.1	Occurrence of Default Event	34
24.2	Financial Default	34

Viewed at 10:10:56 on 31/10/2016 by 32GPL.

Table of Contents (ctd) 4

24.3	Remedies for other Default Events	34
24.4	Remedies for Termination Event	35
24.5	Waiver	35
24.6	Consequences of termination	35
25.	**Overholding**	**36**
26.	**Obligations on expiration or termination**	**36**
26.1	Return of Living Area	36
26.2	Novation of agreements	36
26.3	Novation of Housing Management Agreements, Living Area Underleases and Living Area Licences	36
27.	**Renewal**	**36**
27.1	Renewal of Sublease	36
28.	**Dispute resolution**	**37**
28.1	Procedure to resolve disputes	37
28.2	Continue to perform	38
29.	**General**	**38**
29.1	Amendments	38
29.2	Nature of obligations	38
29.3	Entire understanding	38
29.4	No adverse construction	38
29.5	Further assurances	38
29.6	No waiver	38
29.7	Severability	39
29.8	Successors and assigns	39
29.9	No assignment without consent of other Parties	39
29.10	Consents and approvals	39
29.11	Costs	39
29.12	Governing law and jurisdiction	39
29.13	Notices	39
29.14	Counterparts	40
29.15	Conflicting provisions	40
29.16	Non merger	40
29.17	Operation of indemnities	40
29.18	No right of set-off	40
29.19	Payment of interest	40
29.20	Relationship of Parties	41
Schedule - Sublease particulars		**42**

Viewed at 10:10:56 on 31/10/2016 by 32GPL.

Sublease

Date 3 December 2009

Parties

1. Ilyperenye Association Incorporated, incorporated under the Associations Act, ABN 48 886 079 480 ("the **Association**")

2. Executive Director of Township Leasing, established by section 20B of the Land Rights Act, on behalf of the Commonwealth of Australia, ABN 36 342 015 855 ("the **EDTL**")

3. Northern Territory of Australia care of the Department of Local Government and Housing, RCG House, 83-85 Smith Street, Darwin 0800 in the Northern Territory of Australia, ABN 84 085 734 992 ("the **Territory**")

4. Chief Executive Officer (Housing) a body corporate sole established under the *Housing Act* (NT) of RCG House, 83-85 Smith Street, Darwin 0800 in the Northern Territory of Australia, ABN 23 912 978 797 ("**Territory Housing**")

(collectively referred to as "the **Parties**")

Background

A. The Association is the registered proprietor of a lease in perpetuity of the Living Area.

B. The parties acknowledge that the residents living on the Alice Springs Living Areas are living in very poor conditions and it is very important to improve the health and standard of living of those residents. The Australian Government and the Northern Territory Government have stated their intention to undertake a capital works program to assist in improving the standard of living of those residents.

C. On 10 July 2008, the Association signed the Agreed Work Plan with Tangentyere Council, the Australian Government and the Territory Government which described the key terms agreed by the parties in relation to the grant of the Sublease.

D. The Australian Government has stated its intention to 'close the 17 year gap' in life expectancy between Indigenous and non-Indigenous Australians, and that this Sublease opens the way for substantial government investment in improved Infrastructure and housing on the Alice Springs Living Areas as a step to achieving this goal.

E. The Australian Government wishes to substantially improve:

   (i) the quality and availability of Infrastructure and housing on the Alice Springs Living Areas;

   (ii) the level of maintenance and repair to the housing and Infrastructure on the Alice Springs Living Areas;

   (iii) the quality of tenancy management on the Alice Springs Living Areas; and

Viewed at 10:10:56 on 31/10/2016 by 32GPL.

(iv) Indigenous employment and training outcomes.

F. To help achieve these aims the Australian Government has requested the grant of this Sublease to the EDTL and has offered to make up to ~~$50 million~~ $100,000,000 funding available via SIHIP in order to upgrade and increase the housing and Infrastructure located on the Alice Springs Living Areas during the 5 years from the commencement of the first Alice Springs Living Area Sublease. J.McM MS

G. The Association has requested that the EDTL enter into the Sublease on behalf of the Commonwealth and administer the Sublease.

H. The Parties have agreed that, on the terms and conditions set out in this Sublease, the Living Area (including all Improvements and Services) will be leased to the EDTL by the Association pursuant to section 6 of the Special Purposes Leases Act.

I. The Parties acknowledge that this Sublease is intended to support development and investment in the Alice Springs Living Areas and improve the housing and Infrastructure in the Alice Springs Living Areas, including by:

(i) the expenditure of up to ~~$50 million~~ $100,000,000 in accordance with SIHIP; J.McM MS

(ii) the development and implementation of policy which has regard to the ongoing Infrastructure and housing needs on the Alice Springs Living Areas;

(iii) improving the quality of design and construction of new housing on the Alice Springs Living Areas;

(iv) improving the quality of housing management in the Alice Springs Living Areas including with respect to tenancy management, repairs and maintenance and tenant consultation and participation having regard to the needs and requirements of the residents of the Alice Springs Living Areas;

(v) increasing the supply of affordable Indigenous rental housing through the expenditure of up to ~~$50 million~~ $100,000,000 in accordance with SIHIP; and J.McM MS

(vii) increasing Indigenous employment and training outcomes.

J. The Parties acknowledge that decisions in relation to the housing, Infrastructure and tenancy management on the Alice Springs Living Areas will be made in consultation with the residents and have regard to the needs and requirements of residents.

K. The Association has received consent from the Northern Territory Minister as required by section 6 of Special Purposes Leases Act for the grant of this Sublease.

L. The Commonwealth Minister has agreed to the Association's request in accordance with section 20CA of the Land Rights Act.

M. The EDTL is capable of receiving a grant of a sublease pursuant to section 20C of the Land Rights Act.

Viewed at 10:10:56 on 31/10/2016 by 32GPL.

Agreed terms

1. Definitions and interpretation

1.1 Definitions

In this Sublease and in the Background, unless the context requires otherwise:

Aboriginal means a person who is a member of the Aboriginal race of Australia;

Administrative Costs means the reasonable costs of the Association complying with its obligations under the Associations Act to:

(a) maintain a register of members;

(b) maintain records;

(c) prepare reports;

(d) have any reports audited; and

(e) hold an annual general meeting.

Advisory Housing Forum means the Advisory Housing Forum established in accordance with clause 21.1.

Alice Springs Living Area means an area of land referred to in subclause 69(1) to 69(10) or 69(12) to 69(17) of Part 4, Schedule 1 to the *Northern Territory National Emergency Response Act 2007* (Cth) as enacted and the words **Alice Springs Living Areas** have a corresponding meaning;

Alice Springs Living Area Association means a lessor of an Alice Springs Living Area Sublease (and includes the Association);

Alice Springs Living Area Sublease means a sublease of an Alice Springs Living Area granted to the EDTL in accordance with subsection 20CA(2) of the Land Rights Act (and includes this Sublease) and the words **Alice Springs Living Area Subleases** has a corresponding meaning;

Annexure means an annexure to this Sublease;

Association's Agents means the employees, contractors and agents of the Association acting within the scope of their authority as employees, contractors and agents of the Association;

Associations Act means the *Associations Act* (NT);

Building includes:

(a) a structure and part of a building or a structure;

(b) fences, walls, out-buildings, service installations and other appurtenances of a building; or

(c) a boat or a pontoon which is permanently moored or fixed to a building or land;

Building Code means the Building Code of Australia developed by the Australian Building Codes Board;

Business Day means a day that is not a Saturday, Sunday, public holiday or bank holiday in Darwin;

CATSI Act means the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth);

Comcover means the Australian Government's general insurance fund known as Comcover;

Commencement Date means the date specified in Item 2 of the Schedule;

Community Land means the land described in Item 4 of the Schedule;

Commonwealth Minister means the Minister for Families, Housing, Community Services and Indigenous Affairs;

Community Service means a service provided to the residents of the Living Area that is funded or approved by the Australian Government, the Northern Territory Government, or the local government for the Living Area or that is otherwise approved by the EDTL;

Construct includes reconstruct or make structural changes and the word **Construction** has a corresponding meaning;

Consult means to:

(a) meet with, as reasonably requested by;

(b) ask views of;

(c) listen to views of; and

(d) have regard to the views of, including taking account of the views, acting reasonably,

the body or person to be or being consulted;

Consultative Forum means the Consultative Forum established under clause 20.1;

Corporations Act means the *Corporations Act 2001* (Cth);

Cure Period means:

(a) in relation to a Default Event that is a failure by the Territory to expend ~~$50,000,000~~ $100,000,000 under SIHIP inclusive of SIHIP Project Costs on the upgrade and Construction of houses and Infrastructure in the Alice Springs Living Areas in accordance with clause 6(a), a reasonable period of time (not being less than 1 year) within which the Territory must cure the Default Event, in accordance with clause 24.1(a)(iii), including any extensions of that period under clause 24.3; or

J.McM MS

(b) in relation to any other Default Event (other than a Financial Default), a reasonable period of time within which the Defaulting Party must cure the

Viewed at 10:10:56 on 31/10/2016 by 32GPL.

Default Event, in accordance with clause 24.1(a)(iii), including any extensions of that period under clause 24.3;

Cure Plan means a plan by a Party to remedy a Default Event (other than a Financial Default) which is proposed during the Cure Period and details a work plan setting out each task to be undertaken in order to rectify the material breach and the time for each task to be completed;

Default Event means:

(a) a Financial Default;

(b) a persistent and material failure by the EDTL to comply with this Sublease (other than clause 12);

(c) a failure by the Territory to expend ~~$50,000,000~~ $100,000,000 J.MCM MS under SIHIP inclusive of SIHIP Project Costs on the upgrade and Construction of houses and Infrastructure in the Alice Springs Living Areas in accordance with clause 6(a);

(d) a failure by the EDTL to terminate or amend a Housing Management Agreement, Living Area Underlease or Living Area Licence in accordance with clause 10.8;

(e) a failure by the Territory to Call for Tender in accordance with clause 11(a); or

(f) an assignment or other transfer of the benefit of this Sublease by the EDTL contrary to clause 29.9;

Default Notice means a notice given under clause 24.1;

Defaulting Party means:

(a) if the Default Event is an event referred to in paragraphs (a), (b), (d) or (f) of the definition of Default Event, the EDTL;

(b) if the Default Event is an event referred to in paragraphs (c) or (e) of the definition of Default Event, the Territory.

Development includes:

(a) the Construction or exterior alteration or exterior decoration of a Building;

(b) the demolition or removal of a Building or Works;

(c) the Construction or carrying out of Works;

(d) the subdivision or consolidation of land, including Buildings or airspace;

(e) the placing or relocation of a Building or Works; and

(f) the Construction or putting up for display of signs or hoardings;

EDTL Annual Statement has the meaning given to that term in clause 20.7;

EDTL's Improvements means all Improvements erected on or attached to the Living Area by:

Viewed at 10:10:56 on 31/10/2016 by 32GPL.

(a) the EDTL;

(b) any Living Area Underlessee; or

(c) any Living Area Licensee;

after the Commencement Date;

EDTL's Services means all Services installed in or on the Living Area by:

(a) the EDTL;

(b) any Living Area Underlessee; or

(c) any Living Area Licensee;

after the Commencement Date;

Environmental Health Standards means the Environmental Health Standards for Remote Communities in the Northern Territory prepared by Territory Health Services;

Existing Improvements means all Improvements erected on or attached to the Living Area as at the Commencement Date;

Existing Services means all Services on or connected to the Living Area as at the Commencement Date;

Final Sublease Year means the period starting on 1 July immediately before the expiry of the Term or earlier determination of this Sublease and ending on the expiry of the Term or earlier determination of this Sublease;

Financial Default means a failure by the EDTL to pay when due any money which the EDTL is obliged to pay to the Association under this Sublease (excluding a failure to pay the Sublease Payment when due);

Government Agency means any government or any public, statutory, governmental, semi-governmental, local governmental or judicial body, entity, department or authority and includes any self-regulatory organisation established under statute;

GST has the meaning given to that term in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

Housing Area means land in the Living Area which is or is proposed to be used to provide community or public housing;

Housing Authority means a body which provides community or public housing and, for the avoidance of doubt, includes the Territory and may include Tangentyere Council and Central Australian Affordable Housing Corporation;

Housing Management Agreement means a Living Area Underlease or other contract or agreement granted by the EDTL to a Housing Authority to manage or provide community or public housing services and related Infrastructure (and all purposes incidental thereto);

Viewed at 10:10:56 on 31/10/2016 by 32GPL.

Improvements means all Buildings, structures, fixtures, fittings, plant, equipment, partitions, signs or other materials or articles which are erected on or attached to the Living Area;

Infrastructure includes roads, kerbs, gutters and Services;

Insolvency Event means, in relation to a party, any one or more of the following events or circumstances:

(a) being in liquidation or provisional liquidation or under administration;

(b) having a controller or analogous person appointed to it or any of its property;

(c) being taken under section 459F(1) of the Corporations Act to have failed to comply with a statutory demand;

(d) being unable to pay its debts or being otherwise insolvent;

(e) becoming an insolvent under administration, as defined in section 9 of the Corporations Act;

(f) entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors; or

(g) any analogous event or circumstance under the Laws of any jurisdiction,

unless such event or circumstance occurs as part of a solvent reconstruction, amalgamation, compromise, arrangement, merger or consolidation approved by the other party;

Land Rights Act means the *Aboriginal Land Rights (Northern Territory) Act 1976* (Cth);

Law means:

(a) principles of law or equity established by decisions of courts;

(b) statutes, regulations, ordinances or by-laws of the Commonwealth, a State, a Territory or any other Government Agency; and

(c) requirements and approvals (including conditions) of the Commonwealth, a State, a Territory or any other Government Agency that have the force of law;

LEADR means Lawyers Engaged in Alternative Dispute Resolution;

Lease means the lease of the Living Area held by the Association;

Living Area means the land described in Item 1 of the Schedule;

Living Area Licence means a licence granted by the EDTL pursuant to clause 10;

Living Area Licensee means any person who has been granted a Living Area Licence from the EDTL;

Viewed at 10:10:56 on 31/10/2016 by 32GPL.

Living Area Underlease means an underlease granted by the EDTL pursuant to clause 10;

Living Area Underlessee means any person who has been granted a Living Area Underlease from the EDTL;

Municipal Services Provider means a person who provides municipal services in the Living Area;

National Indigenous Housing Guide means the National Indigenous Housing Guide developed by the Department of Families, Housing, Community Services and Indigenous Affairs;

Non Lapsing Caveat means a caveat documented by a Form 78 (an example of which is provided at Annexure 2) which is to be lodged and registered;

Outgoings means all existing and future amounts payable under the Lease (excluding rent but including rates, duties and taxes):

(a) which are properly imposed, charged or levied under statute or by a Government Agency on the Association; or

(b) which a Government Agency properly requires the Association to spend,

and which are:

(c) paid or payable by the Association during a Sublease Year;

(d) in relation to the Living Area or Improvements in the Living Area; and

either capital or non-capital in nature;

PBI Status means an entity that is endorsed as a public benevolent institution under s 123C(1) of the *Fringe Benefits Tax Assessment Act 1986* (Cth) or that is recognised as a charity;

Permitted Use has the meaning given to that term in clause 17.1;

Planning Scheme means any planning scheme under any applicable Law setting the framework for planning the use, development and protection of the Living Area or any part of the Living Area;

Postal Service means the delivery of mail to residents of the Living Area;

Postal Service Provider means a person who provides a Postal Service to the Living Area;

Preliminary Sublease Year means the period starting on the Commencement Date and ending on the following 30 June;

Procurement Process means a process, principle or requirement under any applicable Law setting the framework for procuring property or services, including any Commonwealth or Territory procurement guidelines;

Registered Interest means any interest registered on the certificate of title referred to in Item 1 of the Schedule immediately before the Commencement Date;

Viewed at 10:10:56 on 31/10/2016 by 32GPL.

Requirement means any lawful present or future notices, orders, directions, requirements, statutes, ordinances, proclamations, regulations, schemes, permits, by-laws or other regulatory requirements affecting or relating to the Living Area or the use of the Living Area, irrespective of whether the Requirement is addressed to the EDTL, the Association or any other person;

Right of Occupation means a Tenant's Right of Occupation or a Services Provider's Right of Occupation;

Schedule means the schedule to this Sublease;

Services means all utilities and services on or connected to the Living Area including water, gas, electricity, lighting, sanitation, drainage, stormwater, communication and telecommunication systems and includes all wires, cables, pipes, ducts, conduits, tanks, electrical and mechanical plant and all other ancillary or associated parts and accessories;

Services Provider means a person who provides Services in the Living Area;

Services Provider's Right of Occupation has the meaning given to that term in clause 7.3(a);

SIHIP means the Strategic Indigenous Housing and Infrastructure Program or if that program ceases to exist or is reconstituted, renamed or replaced, the program which most closely has the features of the defunct program;

SIHIP Annual Report has the meaning given to that term in clause 6(f);

SIHIP Design Guidelines means the guidelines set out in the document entitled 'SIHIP Design Guidelines and Performance Specifications' as prepared by the Territory;

SIHIP Project Costs means overheads, administration costs, program costs and project management costs;

Special Purposes Leases Act means the *Special Purposes Leases Act* (NT);

Sublease means this sublease including the Schedule and the Annexures;

Sublease Payment has the meaning given to that term in clause 5(a);

Sublease Year means the Preliminary Sublease Year, each 12 month period expiring on 30 June in each year during the Term and the Final Sublease Year;

Subleased Alice Springs Living Areas means all Alice Springs Living Areas over which there is an Alice Spring Living Area Sublease (and includes the Living Area);

Tangentyere Council means Tangentyere Council Incorporated Registration No. 00591C (N.T.);

Tenant's Right of Occupation has the meaning given to that term in clause 7.2(a);

Term has the meaning given to that term in clause 2.2;

Termination Event means:

Viewed at 10:10:56 on 31/10/2016 by 32GPL.

(a) the occurrence of an Insolvency Event; or.

(b) the failure to cure a Default Event within the Cure Period;

Third Party means a party other than a Party to this Sublease;

Vacant Land means any land in the Living Area which is not:

(a) subject to a Registered Interest;

(b) subject to a Right of Occupation; or

(c) subject to a Housing Management Agreement, Living Area Underlease or Living Area Licence;

Works includes any change to the natural or existing condition or topography of the land including the removal, destruction or lopping of trees and the removal of vegetation or topsoil.

1.2 Interpretation

In this Sublease, unless the context requires otherwise:

(a) the singular (including the singular of defined terms) includes the plural and vice versa;

(b) reference to a right includes a remedy, authority or power;

(c) the headings are used for convenience only and do not affect the interpretation of this Sublease;

(d) as far as possible all provisions must be construed so as not to be invalid, illegal or unenforceable;

(e) wherever "include" or any form of that word is used, it must be construed as if it were followed by "(without being limited to)";

(f) reference to a thing is a reference to all or part of that thing;

(g) unless the context requires or is otherwise stated in this Sublease, a Party's obligations must be performed at that Party's own cost;

(h) a gender includes the other genders;

(i) other grammatical forms of defined words or expressions have corresponding meanings;

(j) a reference to a document includes the document as modified from time to time and any document replacing it;

(k) if something is to be or may be done on a day that is not a Business Day then it must be done on the next Business Day;

(l) the word "person" includes a natural person and any body or entity whether incorporated or not;

(m) the word "month" means calendar month and the word "year" means 12 months;

Viewed at 10:10:56 on 31/10/2016 by 32GPL.

(n) the words "in writing" include any communication sent by letter, facsimile transmission or email or any other form of communication capable of being read by the recipient;

(o) a reference to all or any part of a statute, rule, regulation or ordinance (**statute**) includes that statute as amended, consolidated, re-enacted or replaced from time to time;

(p) a reference to a party includes a reference to the party's respective successors and permitted assigns;

(q) money amounts are stated in Australian currency unless otherwise specified;

(r) a reference to any agency or body, if that agency or body ceases to exist or is reconstituted, renamed or replaced or has its powers or functions removed (**defunct body**), means the agency or body which performs most closely the functions of the defunct body;

(s) reference in this Sublease to a Living Area Underlessee or the holder of a Living Area Underlease is, where the Living Area Underlessee has granted a further estate or interest in the relevant area of the Living Area, to be taken to include a reference to such an underlessee or any person claiming an estate or interest in land through such Living Area Underlessee, or a licensee of the Living Area Underlessee, or any person claiming a licence through such Living Area Underlessee;

(t) reference in this Sublease to a Living Area Licensee or the holder of a Living Area Licence is, where the Living Area Licensee has granted a further licence in the relevant area of the Living Area, to be taken to include a reference to any such sublicensee or any person claiming a licence in land through such a Living Area Licensee; and

(u) this Sublease operates as a deed.

1.3 Transfer of functions

(a) The EDTL acknowledges that the Association may be reconstituted, renamed or replaced and that some or all of the powers, functions or responsibilities of the Association may be transferred to or vested in another entity.

(b) If the Association is reconstituted, renamed or replaced or if some or all of its powers, functions or responsibilities are transferred to or vested in another entity, references in this Sublease to the Association must be deemed to refer, as applicable, to that reconstituted, renamed or new entity to the extent that the entity has assumed or has had transferred to or vested in it those powers, functions or responsibilities.

1.4 Good faith

The Parties must act reasonably and in good faith in performing their respective obligations under this Sublease.

1.5 Survival

In addition to this clause 1, the following clauses survive the expiration or earlier determination of this Sublease: clauses 18, 19, 24, 25, 26, 28 and 29.

Viewed at 10:10:56 on 31/10/2016 by 32GPL.

2. Sublease and reservations

2.1 Condition precedent

(a) This Sublease is conditional upon one of the following conditions being satisfied by 30 September 2009, or such later date as the Parties agree:

(i) at least ten (10) of the Alice Spring Living Areas (including the Living Area) are the subject of a written agreement in the form of a sublease between the registered proprietor of the Alice Springs Living Area and the EDTL, the Commonwealth or the Territory to grant a leasehold interest of the whole of the Alice Springs Living Area to the EDTL, the Commonwealth or the Territory (as the case may be) for a minimum term of 40 years; or

(ii) the Commonwealth Minister has determined in writing that there are appropriate tenure arrangements in place in the Alice Springs Living Areas (or some of them) to facilitate SIHIP investment.

(b) This Sublease commences on the date on which clause 2.1(a) is satisfied.

(c) If clause 2.1(a) is satisfied, the EDTL must give the Association a notice stating that clause 2.1(a) is satisfied and the date on which clause 2.1(a) was satisfied.

(d) This Sublease may be secured by a Non Lapsing Caveat until this Sublease is registered or the time for satisfaction of the condition precedent referred to in clause 2.1(a) (**Condition Precedent**) has expired, whichever occurs first. The Association consents to the lodgement and registration of a Non Lapsing Caveat. If requested by the EDTL, the Association will provide its consent in a Form 93 (an example of which is provided at Annexure 3). If the EDTL lodges a Non Lapsing Caveat and the Condition Precedent is not satisfied within the time required by clause 2.1(a) then the EDTL must, immediately after the time for satisfaction of the Condition Precedent has expired, cause the Non Lapsing Caveat to be removed.

2.2 Grant of Sublease

(a) The Association grants to the EDTL a sublease of the Living Area, subject to and concurrent with any Registered Interests and any Rights of Occupation, commencing on the Commencement Date, for a term of 40 years (**Term**).

(b) The EDTL accepts the grant of a sublease of the Living Area upon these terms and otherwise subject to the provisions of this Sublease.

(c) For the avoidance of doubt, the sublease of the Living Area includes a sublease of all Existing Improvements and Existing Services.

2.3 Reservations

The EDTL acknowledges that the Lease contains reservations to the Territory and that this Sublease is subject to those reservations.

Viewed at 10:10:56 on 31/10/2016 by 32GPL.

3. Mutual agreements and declarations

The Association and the EDTL mutually agree and declare that:

(a) the Association may enter into a sublease pursuant to section 6 of the Special Purposes Leases Act and exercise all the powers of a sublessor under this Sublease; and

(b) the EDTL may enter into a sublease pursuant to section 20C of the Land Rights Act and exercise all the powers of a sublessee under this Sublease including granting Living Area Underleases and Living Area Licences.

4. Implied covenants

The covenants, powers and provisions implied in leases under any relevant legislation are hereby expressly excluded except to the extent that they are expressly embodied in this Sublease or to the extent only that it would be unlawful to exclude any such covenant, power or provision.

5. Sublease Payment

(a) The EDTL must pay the Association $1 if demanded by the Association (**Sublease Payment**).

(b) The EDTL must pay the Sublease Payment within 30 Business Days of receiving notice of a demand by the Association.

6. SIHIP Investment

(a) The Territory must expend ~~$50,000,000~~ $100,000,000 J.McM MS under SIHIP inclusive of SIHIP Project Costs on the upgrade and Construction of houses and Infrastructure in the Alice Springs Living Areas within 5 years of the commencement of the first Alice Springs Living Area Sublease. The Parties acknowledge and agree that ~~$50,000,000~~ $100,000,000 inclusive of SIHIP Project Costs represents the entire amount that the Territory must expend pursuant to the Alice Springs Living Area Subleases (including this Sublease), regardless of how many Alice Springs Living Area Subleases are entered into. J.McM MS

(b) The expenditure in clause 6(a) is conditional upon the Territory having access arrangements to the Alice Springs Living Areas (whether by way of leases, licences or other arrangements) that are suitable to it, to permit it to carry out the upgrade and Construction of houses and Infrastructure.

(c) Nothing in clause 6(a) requires the Territory to make any expenditure under SIHIP on the upgrade and Construction of houses and Infrastructure in the Living Area.

(d) The Territory must ensure that the SIHIP consultation processes occur in respect of the Alice Springs Living Areas in relation to the expenditure pursuant to clause 6(a).

(e) All upgrades and Construction of houses under SIHIP will be in accordance with the SIHIP Design Guidelines.

Viewed at 10:10:56 on 31/10/2016 by 32GPL.

(f) The Territory must provide a report (**SIHIP Annual Report**) within 6 months of the end of each Sublease Year in which the Territory has expended money under SIHIP on the upgrade and Construction of houses and Infrastructure in the Alice Springs Living Areas in accordance with clause 6(a). The SIHIP Annual Report must include details of expenditure under SIHIP on the upgrade and Construction of houses and Infrastructure in the Alice Springs Living Areas during the previous Sublease Year.

7. Transition from existing arrangements

7.1 Registered Interests

The Parties acknowledge that this Sublease is subject to any Registered Interests.

7.2 Tenants of Housing Authorities

(a) The Parties acknowledge that some natural persons (**Tenants**) were in occupation of land in the Living Area immediately before the Commencement Date under an arrangement or understanding with a Housing Authority. The Parties agree that such persons have the right to continue to occupy and use that land, and the Improvements on it, on the same terms and conditions as at the Commencement Date but subject to the terms of this Sublease (**Tenant's Right of Occupation**).

(b) Subject to the terms of any Housing Management Agreement from time to time, the Parties acknowledge that any money in the nature of rent or licence fees payable to the Housing Authority under or in connection with the Tenant's Right of Occupation is payable to the EDTL from the Commencement Date.

(c) Subject to the terms and conditions of a Tenant's Right of Occupation, the EDTL, or if there is a Housing Management Agreement the Housing Authority, may terminate a Tenant's Right of Occupation provided that the EDTL or Housing Authority (as the case may be) has used their best endeavours to facilitate the grant of a tenancy agreement to the person holding the Tenant's Right of Occupation.

7.3 Services Providers

(a) The Parties acknowledge that some Services Providers were in occupation of land in the Living Area immediately before the Commencement Date. The Parties agree that such Services Providers have the right to continue to occupy and use that land, and the Improvements on it, on the same terms as at the Commencement Date, but subject to the terms of this Sublease (**Services Provider's Right of Occupation**).

(b) The Parties acknowledge that any money in the nature of rent or licence fees payable to the Association under or in connection with the Services Provider's Right of Occupation is payable to the EDTL from the Commencement Date.

(c) The EDTL may give a Services Provider notice that it wishes to formalise their Services Provider's Right of Occupation by the grant of a Living Area Underlease or Living Area Licence.

Viewed at 10:10:56 on 31/10/2016 by 32GPL.

(d) Following the issue of a notice pursuant to clause 7.3(c), the EDTL must use its best endeavours to accommodate the grant of such a Living Area Underlease or Living Area Licence within 6 months.

(e) Unless a Living Area Underlease or Living Area Licence is granted by the EDTL to the Services Provider, or some other agreement is reached with the Services Provider, and provided the EDTL has complied with clauses 7.3(a) to 7.3(d) to the extent reasonably possible, the EDTL may serve the Services Provider with a notice (**Services Provider Termination Notice**) that the Services Provider's Right of Occupation under clause 7.3(a) will terminate on a date to be specified in the Services Provider Termination Notice being not less than 2 months after service of the notice (**Services Provider Termination Date**). The Services Provider Termination Date may be extended by the EDTL by notice. Unless otherwise mutually agreed, the Services Provider's Right of Occupation will terminate at 5:00 pm (Alice Springs time) on the Services Provider Termination Date.

(f) The Parties agree that they will use their best endeavours to negotiate (for a reasonable period of time) an agreement with Services Providers relating to Services, including giving any rights of access and other interests required to facilitate the provision of the Services, as each party considers appropriate. An agreement with a Services Provider may modify, replace or override the terms of a Services Provider's Right of Occupation.

8. Access

8.1 General

(a) The Association and the EDTL undertake that they will do all things reasonably necessary to enable the EDTL to enjoy and exercise its rights, title and interests under this Sublease.

(b) Subject to the terms of this Sublease and any Living Area Underlease or Living Area Licence, the Association and the EDTL undertake that they will do all things reasonably necessary to enable Living Area Underlessees, Living Area Licensees and persons holding Rights of Occupation to enjoy and exercise their rights, title and other interests under their Living Area Underleases, Living Area Licences and Rights of Occupation.

(c) The Association and the EDTL undertake that they will do all things reasonably necessary to enable persons to enter the Living Area to conduct their legitimate business in or on the Living Area, but so that any such access shall not interfere with the enjoyment and exercise of the rights, title and other interests of Living Area Underlessees, Living Area Licensees and persons holding Rights of Occupation.

(d) Without limiting clause 8.1(c), the Association and the EDTL undertake that they will do all things reasonably necessary to enable:

(i) a person to enter the Living Area (at reasonable times) to provide a Community Service in or on the Living Area;

(ii) Tangentyere Council to enter the Living Area (at reasonable times) to complete the initial upgrade works in or on the Living

Viewed at 10:10:56 on 31/10/2016 by 32GPL.

Area in accordance with the funding agreement between Tangentyere Council and Territory Housing dated 5 September 2008;

(iii) a Municipal Services Provider to enter the Living Area (at reasonable times) to provide municipal services in or on the Living Area; and

(iv) a Postal Service Provider to enter the Living Area (at reasonable times) to provide a Postal Service in or on the Living Area,

but so that any such access shall not interfere with the enjoyment and exercise of the rights, title and other interests of Living Area Underlessees, Living Area Licensees and persons holding Rights of Occupation.

8.2 Association's right of access

(a) The Association may so often as it reasonably requires (at reasonable times and on reasonable notice) enter the Living Area to make reasonable investigations as the Association may deem necessary for the purpose of ascertaining whether or not there has been any breach of any of the terms, covenants or conditions expressed or implied in this Sublease.

(b) Nothing in this clause 8.2 permits the Association to enter an individual housing lot unless such entry is in accordance with:

(i) a Law;

(ii) the terms or conditions of the relevant lease, licence, Right of Occupation, statutory occupation right or other occupancy right granted to the tenant for the purpose of residential housing, or

(iii) with the consent of the person who holds the relevant lease, licence, Right of Occupation, statutory occupation right or other occupancy right granted to the tenant for the purpose of residential housing.

9. Improvements

9.1 Existing Improvements

(a) Existing Improvements subject to a Registered Interest will remain subject to the terms of that Registered Interest, for the period of the Registered Interest.

(b) Existing Improvements subject to a Right of Occupation are included in that Right of Occupation, for the period of that Right of Occupation.

(c) Subject to clauses 9.1(a) and 9.1(b), and any other relevant Law, all Existing Improvements are the property of the Association during the Lease, and are the subject of this Sublease.

Viewed at 10:10:56 on 31/10/2016 by 32GPL.

9.2 Maintenance of Existing Improvements

(a) Subject to clause 9.2(b), the EDTL will be under no obligation under this Sublease to maintain, repair or replace any Existing Improvements, or to compensate the Association or any other person for damage to or destruction of Existing Improvements.

(b) If the Lease requires the Association to maintain, repair or replace any Existing Improvements, the EDTL must maintain, repair or replace those Existing Improvements.

(c) The EDTL may alter, remove or demolish the Existing Improvements.

9.3 Works in respect of Existing Improvements

(a) The Association reserves the right to carry out any Works in respect of the Existing Improvements that may be required to comply with any applicable Law, Planning Scheme or Requirement which are not the responsibility of the EDTL or which are the responsibility of the EDTL but with which the EDTL fails to comply.

(b) The Association may exercise its rights under clause 9.3(a):

(i) on giving prior reasonable written notice (except in the case of an emergency when no notice will be required);

(ii) at reasonable times; and

(iii) if reasonably required by the EDTL, accompanied by a person appointed by the EDTL.

(c) The EDTL must pay to the Association on demand charges for all Works carried out by the Association under clause 9.3(a) in circumstances where the EDTL is obliged to carry out the Works under this Sublease but has failed to do so.

(d) This clause 9.3 does not apply to the extent that Works are, or are proposed to be, carried out in respect of Existing Improvements on land that is the subject of a Living Area Underlease to the Association.

9.4 EDTL's Improvements

(a) Subject to the Law, the Planning Scheme and the terms of this Sublease, the EDTL may erect, install, alter, remove, refurbish and demolish EDTL's Improvements and EDTL's Services in, on or under the Living Area provided that any upgrades or Construction of houses are in accordance with the Building Code and have regard to the Environmental Health Standards and the National Indigenous Housing Guide.

(b) During the Term, all EDTL's Improvements and EDTL's Services will remain the property of the EDTL who is responsible for their maintenance, repair and replacement.

9.5 Ownership of Improvements at the end of the Sublease

(a) At the expiry or sooner determination of this Sublease, all Improvements and Services (including EDTL's Improvements and EDTL's Services) will as between the Association and the EDTL, subject to any continuing

Viewed at 10:10:56 on 31/10/2016 by 32GPL.

Registered Interest referred to in clause 9.1(a), any continuing Right of Occupation referred to in clause 9.1(b) and any other relevant continuing right, title or other interest, be the property of the Association in consideration of the sum of $1, if demanded by the EDTL.

(b) Subject to any agreements in writing between the Association and the EDTL, the Association will not be required to further compensate the EDTL for the transfer of the Improvements.

(c) The EDTL undertakes to do all things necessary, including procuring the agreement and cooperation of any Living Area Underlessee or Living Area Licensee, to enable the Association to enjoy and exercise its rights and interests under this clause 9.5.

10. Housing Management Agreements, Living Area Underleases and Living Area Licences

10.1 Housing Management Agreements

(a) The EDTL must use its best endeavours to ensure that there is a Housing Management Agreement to enable a Housing Authority to provide housing services to Aboriginals in the Living Area.

(b) Subject to the provisions of this clause 10, the EDTL may enter into a Housing Management Agreement if the Housing Management Agreement is with:

(i) the Territory or Territory Housing; or

(ii) a Housing Authority other than the Territory or Territory Housing and has been approved by the Territory and it will commence after the third anniversary of this Sublease.

(c) The EDTL must:

(i) include a clause in each Housing Management Agreement which requires the Housing Authority to Consult with the Association in relation to housing and tenancy management policies and procedures (at intervals of not less than every 6 months), as they relate to the Living Area; and

(ii) procure that the relevant Housing Authority complies with its obligations under the Housing Management Agreement including the clause described in clause 10.1(c)(i) above.

10.2 Notification before entering into Housing Management Agreement

(a) The EDTL must notify the public of a proposal to enter into a Housing Management Agreement during the 10th, 20th and 30th years of this Sublease.

(b) Notification under clause 10.2(a) requires the EDTL to place such notice in the local newspaper, a national newspaper and other media as the EDTL considers appropriate in the circumstances to bring the proposed Housing Management Agreement to the attention of Housing Authorities who may wish to enter into a Housing Management Agreement with the EDTL.

Viewed at 10:10:56 on 31/10/2016 by 32GPL.

(c) A Housing Authority with a bona fide interest in entering into a Housing Management Agreement (**Interested Housing Authority**) with the EDTL has 20 Business Days from the date of the notice or such longer time as is specified in the notice to notify the EDTL of that interest.

(d) The EDTL may, in accordance with clause 10.1(b), enter into a Housing Management Agreement with an Interested Housing Authority that has notified the EDTL under clause 10.2(c).

10.3 Grant of Living Area Underlease

(a) Subject to the provisions in this clause 10, the Association acknowledges that the EDTL may grant Living Area Underleases provided that the EDTL ensures that:

(i) if the Living Area Underlease will commence before the third anniversary of this Sublease, it is granted to:

(A) the Territory or Territory Housing;

(B) a Services Provider; or

(C) the Association or the Association's nominee;

(ii) the term of any Living Area Underlease (including any options) does not exceed the balance of the Term then remaining less 1 day;

(iii) subject to clause 26.3, the Living Area Underlease expires automatically upon expiration or early determination of this Sublease;

(iv) the Living Area Underlease is granted in accordance with the requirements of this Sublease; and

(v) each Living Area Underlessee observes and complies with its obligations under its Living Area Underlease.

10.4 Grant of Living Area Underlease of Community Land

The EDTL may grant a Living Area Underlease of the Community Land to the Association.

10.5 Grant of Living Area Underlease of Vacant Land

(a) The Association or the Association's nominee (**Applicant**) may request the EDTL to grant it a Living Area Underlease of Vacant Land in the Living Area.

(b) A request under clause 10.5(a) must include details of:

(i) the proposed use of the Vacant Land;

(ii) the business case for the proposed use of the Vacant Land; and

(iii) how the Applicant will finance the proposed use of the Vacant Land.

Viewed at 10:10:56 on 31/10/2016 by 32GPL.

(c) The EDTL must give reasonable consideration to a request made under clause 10.5(a).

(d) If having considered a request made under clause 10.5(a) the EDTL is satisfied that:

(i) there is a good business case for the proposed use of the Vacant Land;

(ii) the Applicant has sufficient finances for the proposed use of the Vacant Land;

(iii) the Vacant Land is not required for any other purpose; and

(iv) the grant of a Living Area Underlease of the Vacant Land to the Applicant would be appropriate having regard to the objectives set out in paragraph I of the Background,

the EDTL must negotiate in good faith (for a reasonable period of time) for the grant of a Living Area Underlease of the Vacant Land to the Applicant on reasonable terms.

(e) The EDTL must not grant a Living Area Underlease to the Applicant over a Housing Area without the consent of the Territory.

(f) Nothing in this clause 10.5 prevents the EDTL from considering a request for a Living Area Underlease from a person other than the Association or the Association's nominee.

10.6 Grant of Living Area Licence

(a) Subject to the provisions in this clause 10, the Association acknowledges that the EDTL may grant Living Area Licences provided that the EDTL ensures that:

(i) if the Living Area Licence will commence before the third anniversary of this Sublease, it is granted to:

(A) the Territory or Territory Housing;

(B) a Services Provider;

(C) the Association or the Association's nominee;

(ii) the term of any Living Area Licence (including options) does not exceed the balance of the Term then remaining less 1 day;

(iii) subject to clause 26.3, the Living Area Licence expires automatically upon expiration or early determination of this Sublease;

(iv) the Living Area Licence is granted in accordance with the requirements of this Sublease; and

(v) each Living Area Licensee observes and complies with its obligations under its Living Area Licence.

Viewed at 10:10:56 on 31/10/2016 by 32GPL.

10.7 No release of liability

The EDTL acknowledges that the granting of a Living Area Underlease or Living Area Licence pursuant to this clause 10 will not release the EDTL from any of its obligations or liabilities under this Sublease.

10.8 Amendments and termination

The Association may, by written direction to the EDTL, demand that the EDTL amend or terminate any Housing Management Agreement, Living Area Underlease or Living Area Licence not granted in accordance with this Sublease. The EDTL must terminate or amend (as the case may be) any Housing Management Agreement, Living Area Underlease or Living Area Licence not granted in accordance with this Sublease if directed to do so by the Association.

11. Housing Management Tender

(a) The Territory must call for tender for the provision of housing management services in the Subleased Alice Springs Living Areas within 2 years and 6 months of the commencement of the first Alice Springs Living Area Sublease (**Call for Tender**).

(b) The Territory must, in consultation with the Department of Families, Housing, Community Services and Indigenous Affairs of the Commonwealth of Australia, assess any tender received by a person (**Tenderer**) in response to the Call For Tender on the basis of:

(i) the Tenderer's corporate governance;

(ii) the Tenderer's capacity and demonstrated ability to:

(A) provide public housing services;

(B) maintain and repair existing houses;

(C) facilitate the Construction of new houses;

(D) ensure that compliance with the terms and conditions on which public housing services are provided to persons is maximised;

(iii) the Procurement Process; and

(iv) such other matters as the Territory determines are relevant to the provision of public housing.

(c) Subject to clause 11(d), the Territory may enter into a contract for the provision of housing management services in the whole or part of the Subleased Alice Springs Living Areas (**Contract**) with the most appropriate Tenderer having regard to its assessment under clause 11(b). The Contract will provide for the Tenderer to provide housing management services as an independent contractor and if the Tender has PBI Status the Contract must not oblige the Tenderer to pay rates or taxes.

Viewed at 10:10:56 on 31/10/2016 by 32GPL.

(d) If after making an assessment under clause 11(c) the Territory considers that it is not appropriate to enter into a Contract with any Tenderer, the Territory may decide:

(i) not to enter into a Contract with any Tenderer; and

(ii) to conduct a further tender; or

(iii) to provide housing management services in the Subleased Alice Springs Living Areas through Territory Housing or directly itself.

(e) The Territory does not have to comply with this clause 11 to the extent that it is inconsistent with a Procurement Process.

(f) If the Territory has entered into a Contract with a Tenderer pursuant to clause 11(c), the EDTL must negotiate in good faith with the Tenderer (for a reasonable period of time) for the grant of a Housing Management Agreement on reasonable terms in accordance with clause 10.1(b) over the whole or part of the Living Area as the case may be.

(g) The Territory shall not be taken to have complied with this clause 11 unless the Commonwealth Minister has determined, in writing, that the Call For Tender conducted by the Territory was open and competitive.

12. Future housing and Infrastructure needs

(a) The Department of Families, Housing, Community Services and Indigenous Affairs of the Commonwealth of Australia will have regard to the continuing housing and Infrastructure needs in the Alice Springs Living Areas in developing and applying new Australian Government policy in relation to Indigenous housing and Infrastructure, subject to the availability of funding and the housing, Infrastructure and other need elsewhere in Australia.

(b) To inform the Department of Families, Housing, Community Services and Indigenous Affairs of the Commonwealth of Australia's regard to the continuing housing and Infrastructure needs in the Alice Springs Living Areas, the Territory will commission an independent review of housing and Infrastructure needs on a 3 yearly basis. Such a review will include:

(i) details of capital works carried out during the reporting period including detail of the works undertaken and the associated expenditure; and

(ii) identification of outstanding housing and associated Infrastructure needs including the priority of the needs and an estimate of cost based on the market rate at the time of the review.

The 3 yearly report will be made available by the Territory to the Association on request within a reasonable time, subject to any privacy or confidentiality obligations on the Territory.

13. Home ownership

(a) The Parties agree to develop guidelines (**Home Ownership Guidelines**) to enable Aboriginal people to acquire long-term secure tenure in respect

Viewed at 10:10:56 on 31/10/2016 by 32GPL.

of individual houses and the related land area to the extent such arrangements are permitted by the Lease and any applicable Law.

(b) The Parties intend that the Home Ownership Guidelines will provide for the apportionment of any purchase price between the Parties.

14. Rates, Taxes and Charges

14.1 Outgoings

(a) The EDTL must pay on time any Outgoing (or in the Preliminary Sublease Year or Final Sublease Year, the appropriate part of any Outgoing) whether issued against the Association or the EDTL.

(b) Where any Outgoing is issued against the Association, the Association must give the EDTL a copy of the invoice in respect of that Outgoing within 7 Business Days of receiving the invoice.

(c) The EDTL must pay the amounts under this clause 14.1 direct to any Government Agency or other person imposing the charge on time.

(d) The EDTL must give the Association receipts for any Outgoings paid by the EDTL upon request by the Association.

(e) Nothing in this clause 14.1 prevents the EDTL from recovering Outgoings from any Living Area Underlessee or Living Area Licensee, including, if applicable, the Association.

14.2 Charges for Services

(a) The Association is not liable for:

(i) the cost of any Services supplied, metered, consumed or connected to the Living Area except where the Services are for the benefit of the Association; or

(ii) the cost of installing separate meters for any Services capable of being separately metered.

(b) The EDTL must pay on time any amounts charged or levied directly upon the Association relating to the use or supply of Services (except where the Services are for the benefit of the Association) direct to any Government Agency or other person imposing the charge.

(c) Nothing in this clause 14.2 prevents the EDTL from recovering amounts relating to the use or supply of services from any Living Area Underlessee or Living Area Licensee, including, if applicable, the Association.

14.3 Stamp duty

For the avoidance of doubt, the EDTL must pay any stamp duty assessed on this Sublease.

14.4 Association's Administrative costs

The Administrative Costs incurred by the Association will be born by the EDTL.

Viewed at 10:10:56 on 31/10/2016 by 32GPL.

15. Insurance

(a) Subject to clause 15(b), the EDTL will self insure with Comcover during the Term in respect of the following:

(i) the Improvements; and

(ii) public risk in relation to the Living Area.

(b) Nothing in this clause 15 requires the EDTL to self insure with Comcover in respect of any Improvements if the Improvements are the subject of a Housing Management Agreement, Living Area Underlease or Living Area Licence which requires the Housing Authority, Living Area Lessee or Living Area Licensee, as the case may be, to effect and maintain insurance in relation to the Improvements.

16. GST

(a) Subject to this clause 16, all taxes, duties and government charges imposed in Australia or overseas in connection with this Sublease must be borne by the EDTL.

(b) Unless otherwise indicated, all consideration for any supply made under this Sublease is exclusive of any GST imposed on the supply.

(c) Subject to this clause, if one party (**supplier**) makes a taxable supply under this Sublease to another party (**recipient**), any party providing consideration for the supply must pay on demand without setoff an additional amount to the supplier equal to the GST imposed on the supply by reference to the consideration provided by that party.

(d) No party may claim or retain from another party any amount in relation to a supply made under this Sublease for which the first party can obtain an input tax credit or decreasing adjustment.

17. Use of Living Area

17.1 Permitted Use

The EDTL must only use, and permit the use of, the Living Area for any use consistent with the purpose of the Lease and including the development of the Living Area for the benefit of current and future residents (**Permitted Use**). At the Commencement Date the purpose of the Lease is Aboriginal Communal Living.

17.2 Compliance with Laws and Planning Scheme

The EDTL must comply with all Laws and any Planning Scheme which affect or relate to the Living Area and the use or occupation of the Living Area and its Improvements regardless of whether the Law or Planning Scheme requires either or both of the EDTL and the Association or any Third Party to take action, except to the extent that such compliance requires the EDTL to undertake structural alterations or additions to the Existing Improvements, unless such structural alterations or additions are occasioned or required by reason of:

(a) the nature of the particular business conducted by the EDTL in the Living Area; or

Viewed at 10:10:56 on 31/10/2016 by 32GPL.

(b) any negligence or default of the EDTL.

17.3 Compliance with Lease

(a) If the Lease restricts or places conditions on any Development, the EDTL must comply with those restrictions and conditions as if they were restrictions or conditions under this Sublease.

(b) If the Lease places any obligations on the Association, the EDTL must comply with those obligations as if they were obligations under this Sublease.

(c) Clause 17.3(b) does not apply to any obligations in the Lease that require the Association to pay rent or other monies except as otherwise expressly provided in this Sublease.

17.4 Compliance with notices

The EDTL must comply with all notices, orders and directions issued or given by a Government Agency which affect or relate to the Living Area or the use or occupation of the Living Area regardless of whether the notice, order or direction is addressed to or requires compliance by either or both of the EDTL and the Association or any Third Party except:

(a) to the extent that the Association is required to comply with any Law; or

(b) to the extent that compliance with the obligation in this clause 17.4 requires the EDTL to undertake structural alterations or additions to the Existing Improvements, unless such structural alterations or additions are occasioned or required by reason of:

(i) the nature of the particular business conducted by the EDTL in or on the Living Area; or

(ii) any negligence or default of the EDTL.

17.5 Notices

A Party which receives a notice, order or direction from a Government Agency which affects or relates to the Living Area or the use or occupation of the Living Area must promptly give a copy of that notice, order or direction to the other Parties.

17.6 Roads

The Parties acknowledge that the general Laws of the Northern Territory, or a local government body of the Northern Territory, in relation to the use of public roads should apply to all roads in the Living Area generally used by the occupants of the Living Area, and will make no objection or claim to compensation if those Laws do apply.

18. EDTL's indemnity

18.1 Risk

The EDTL:

(a) uses and occupies the Living Area;

(b) uses the Existing Improvements; and

(c) uses all Services,

at the EDTL's own risk.

18.2 The EDTL indemnifies the Association

(a) Subject to the terms of this Sublease, the EDTL must indemnify and keep indemnified the Association against all actions, claims, losses, demands, damages, liabilities, suits, costs and expenses for which it is liable (including legal costs on a full indemnity basis) resulting from:

(i) any damage or loss of property; and

(ii) the death of or injury to any person,

which is or may be suffered or sustained in the Living Area, whether occupied by the EDTL or not, in circumstances which relate in any way to the use and occupation of the Living Area.

(b) This indemnity will not apply to the extent that the action, claim, loss, demand, damage, liability, suit, cost or expense is caused by a deliberate or negligent act or omission of the Association.

(c) This indemnity will not apply to the extent that any claim, liability, action, suit, demand, cost or expense results from any:

(i) loss of or damage to any property in land within the Living Area;

(ii) death or injury of any person occurring on any part of land within the Living Area;

(iii) failure of any of the Services in, on or under land within the Living Area,

if that land is the subject of a Living Area Underlease to the Association.

18.3 The EDTL releases the Association

(a) The EDTL releases the Association and the Association's Agents to the full extent permitted by Law from all claims, liabilities, actions, suits, demands, costs and expenses of every kind resulting from any:

(i) loss of or damage to any property in the Living Area;

(ii) death or injury of any person occurring on any part of the Living Area;

(iii) act or omission of the Association or the Association's Agents in the Living Area; and

(iv) failure of any of the Services.

(b) The EDTL releases and forever discharges the Association from any and all liability arising from any disruption to the EDTL's use of the Living

Viewed at 10:10:56 on 31/10/2016 by 32GPL.

Area arising from Works undertaken pursuant to clause 9.3 including but not limited to any claim for the Association's breach of the covenant of quiet enjoyment.

(c) This release will not apply to the extent that any claim, liability, action, suit, demand, cost or expense is caused by a deliberate or negligent act or omission of the Association or the Association's Agents.

(d) This release will not apply to the extent that any claim, liability, action, suit, demand, cost or expense results from any:

(i) loss of or damage to any property in land within the Living Area;

(ii) death or injury of any person occurring on any part of land within the Living Area;

(iii) failure of any of the Services in, on or under land within the Living Area,

if that land is the subject of a Living Area Underlease to the Association.

19. Reinstatement

19.1 No obligation to reinstate

Subject to clause 9.2(b), neither the Association or the EDTL has any obligation to reinstate the Living Area if at any time during the Term any part of the Living Area is wholly or partly damaged or destroyed or becomes unfit for, or incapable of use or occupation.

19.2 No right to damages

The EDTL will not have any right, action or claim for loss, damage or compensation against the Association as a result of damage to or destruction of any part of the Living Area except to the extent that the damage or destruction is caused or contributed to by a wilful or negligent act or omission of the Association or the Association's Agents.

20. Consultative Forum

20.1 Establishment of the Consultative Forum

(a) The Parties agree that there will be a Consultative Forum for the Alice Springs Living Area Subleases.

(b) Immediately after the execution of the first Alice Springs Living Area Sublease, the EDTL must establish a Consultative Forum.

(c) The Consultative Forum will comprise a maximum of 6 members, being 1 nominee of the EDTL and 5 nominees of the Alice Springs Living Area Associations.

20.2 Purpose of the Consultative Forum

The purpose of the Consultative Forum is to:

(a) facilitate communications and to discuss land use and other issues arising in relation to the performance of Alice Springs Living Area Subleases having regard to the interests of Alice Springs Living Area Associations and other legitimate community interests; and

(b) perform other functions as agreed by the Parties from time to time.

20.3 Association nominees to consult with Living Area residents

The members of the Consultative Forum who are nominees of the Alice Springs Living Area Associations will consult with residents of the Subleased Alice Springs Living Areas in relation to the business of the Consultative Forum.

20.4 Power to bind the Parties

(a) The Consultative Forum does not have the power to bind the Parties to this Sublease.

(b) A member of the Consultative Forum does not have the power to bind the Party who appointed him or her.

20.5 EDTL to consult with the Consultative Forum

(a) The EDTL must Consult with the Consultative Forum in relation to:

(i) the future development of the Subleased Alice Springs Living Areas including the housing and Infrastructure needs of the Subleased Alice Springs Living Areas;

(ii) Housing Management Agreements or Living Area Underleases which the EDTL proposes to grant, other than a Housing Management Agreement to the Territory or Territory Housing that will commence within the first 3 years of this Sublease; and

(iii) material contracts which the EDTL proposes to enter into relating to the Subleased Alice Springs Living Areas.

(b) The EDTL may consult with the Consultative Forum in relation to any other matter related to the administration of this Sublease.

(c) The EDTL must have due regard to any recommendation of the Consultative Forum.

20.6 Conduct of the Consultative Forum

(a) The EDTL must convene:

(i) the first meeting of the Consultative Forum within 6 months of the commencement of the first Alice Springs Living Area Sublease; and

(ii) meetings of the Consultative Forum no less frequently than every 6 months during the Term of this Sublease.

(b) Subject to clause 20.6(a), meetings of the Consultative Forum are to be convened and conducted in accordance with the Consultative Forum Rules prepared in reasonable form by the EDTL and amended from time to time by the Consultative Forum (**Consultative Forum Rules**).

Viewed at 10:10:56 on 31/10/2016 by 32GPL.

(c) The reasonable costs of the Consultative Forum will be borne by the EDTL.

20.7 Annual Statement to Consultative Forum

The EDTL will provide a statement (**EDTL Annual Statement**) to the Consultative Forum within 6 months of the end of each Sublease Year providing details of the EDTL's revenue and expenses in relation to the Subleased Alice Springs Living Areas during the previous Sublease Year.

21. Advisory Housing Forum

21.1 Membership of the Advisory Housing Forum

(a) The Parties agree that there will be an Advisory Housing Forum for the Alice Springs Living Area Subleases.

(b) The Advisory Housing Forum will comprise 3 members, being 1 nominee of the Commonwealth of Australia, 1 nominee of the Territory and 1 nominee of Tangentyere Council.

21.2 Purpose of the Advisory Housing Forum

The purpose of the Advisory Housing Forum is to facilitate communications between the Commonwealth of Australia, the Territory and Tangentyere Council in relation to tenancy management issues in the Subleased Alice Springs Living Areas.

21.3 Power to bind the Parties

(a) The Advisory Housing Forum does not have the power to bind the Parties to this Sublease.

(b) A member of the Advisory Housing Forum does not have the power to bind the Party who appointed him or her.

21.4 Advisory Housing Forum Meetings

(a) The Advisory Housing Forum will meet quarterly.

(b) Meetings of the Advisory Housing Forum are to be convened and conducted in accordance with the rules (if any) determined by the Advisory Housing Forum from time to time.

22. Association's obligations

22.1 Quiet enjoyment

If the EDTL pays the Sublease Payment (if demanded) and otherwise complies with the terms of this Sublease, the EDTL may, subject to any Registered Interest, peaceably hold and quietly enjoy the Living Area during the Term without disturbance or interruption from or by the Association or any other person or persons claiming under the Association during the Term.

Viewed at 10:10:56 on 31/10/2016 by 32GPL.

22.2 Produce certificates

The Association will promptly produce all necessary certificates as to title upon demand by the EDTL to facilitate the registration of this Sublease, any Housing Management Agreement, any Living Area Underlease and any Living Area Licence granted by the EDTL or any transfer, variation, mortgage, underlease, surrender or other dealing with or involving a Housing Management Agreement, Living Area Underlease or Living Area Licence.

23. Sublease ends if Lease ends

This Sublease will automatically end if the Lease ends for any reason. If this Sublease ends under this clause, this does not affect rights that arise before, or because of, the ending of this Sublease.

24. Default

24.1 Occurrence of Default Event

(a) If a Default Event occurs the Association may give the Defaulting Party a notice in writing:

(i) specifying that a Default Event has occurred;

(ii) setting out reasonable details of the event or circumstance constituting the Default Event; and

(iii) in the case of a Default Event other than a Financial Default, specifying the Cure Period.

(b) If the Defaulting Party is the Territory, the Association must give the EDTL a copy of the Default Notice within 5 Business Days of providing the Default Notice to the Territory.

24.2 Financial Default

(a) If the EDTL commits a Financial Default and fails to remedy the breach within 40 Business Days after receiving the Default Notice, the Association may terminate this Sublease 40 Business Days after giving written notice of intention to terminate to the EDTL subject to clause 24.2(b).

(b) The Association may not give written notice of intention to terminate to the EDTL until it has exhausted the procedures in clause 28.

24.3 Remedies for other Default Events

(a) If a Defaulting Party commits a Default Event, other than a Financial Default, then within 20 Business Days of receipt of the Default Notice, the Defaulting Party must provide to the Association a Cure Plan in respect of that Default Event. The Association must not unreasonably refuse a request by the Defaulting Party for an extension of time to prepare the Cure Plan.

(b) Following receipt of a Default Notice, the Defaulting Party will be permitted to cure the Default Event within the Cure Period and, if applicable, in accordance with the Cure Plan.

Viewed at 10:10:56 on 31/10/2016 by 32GPL.

(c) If the Defaulting Party requires an extension to the Cure Period it may, not later than the expiration of the current Cure Period, provide to the Association:

(i) a revised Cure Plan; and

(ii) evidence that:

(A) the Defaulting Party has diligently pursued and is continuing to diligently pursue a feasible and practicable programme of rectification; and

(B) the Default Event cannot be (or could not have been), with reasonable diligence, cured within the current Cure Period.

(d) The Association must not unreasonably refuse to grant an extension of the Cure Period.

(e) If the Defaulting Party commits a Default Event in relation to the Living Area and the Default Event is not cured within the Cure Period then the Defaulting Party commits a Termination Event.

(f) The provisions of this clause 24.3 do not limit or reduce the rights of the Association to claim damages for breach of this Sublease.

24.4 Remedies for Termination Event

(a) If a Termination Event occurs, then the Association will be entitled to:

(i) terminate this Sublease 40 Business Days after service of written notice of intention to terminate to the EDTL, subject to clause 24.2(b); and

(ii) exercise all legal and equitable rights and remedies available to the Association (whether under this Sublease or otherwise).

(b) The Association may not give written notice of intention to terminate to the EDTL until it has exhausted the procedures in clause 28.

24.5 Waiver

If this Sublease, or the EDTL's right to occupy the Living Area is terminated for any reason, the EDTL waives any rights it might otherwise have to pursue a claim of restitution of any kind including, without limitation, a claim of unjust enrichment.

24.6 Consequences of termination

Upon termination of this Sublease, or the EDTL's right to occupy the Living Area (whether through default or expiry or otherwise), the rights and obligations of the Parties will cease except for:

(a) any obligations arising or rights accrued as a result of an existing breach of this Sublease; and

(b) any obligations which are expressed to continue in accordance with the terms of this Sublease.

Viewed at 10:10:56 on 31/10/2016 by 32GPL.

25. Overholding

If the EDTL remains in occupation of the Living Area without objection by the Association following the expiration or earlier determination of this Sublease, then:

(a) the EDTL will be deemed to be a biannual tenant upon the same terms and conditions as are contained in this Sublease so far as they are applicable to such a tenancy; and

(b) such a tenancy will be determinable by either Party on 6 month's prior written notice.

26. Obligations on expiration or termination

26.1 Return of Living Area

The EDTL must return the Living Area to the Association at the expiration, surrender or earlier determination of the EDTL's occupancy of the Living Area in a condition consistent with its obligations under this Sublease.

26.2 Novation of agreements

(a) Subject to clause 26.3, upon the expiration or earlier determination of this Sublease the EDTL must, upon the request of the Association, use all reasonable endeavours to novate or assign to the Association or the Association's nominee without payment:

(i) any service or maintenance agreement relating to the Living Area, Improvements or Services (or any part of it) or the benefit of any such agreement; and

(ii) any other agreement solely relating to the Living Area (or any part of it) or the benefit of any such agreement.

(b) Nothing in this clause 26.2 requires the Association to request the novation or assignment of any agreement.

26.3 Novation of Housing Management Agreements, Living Area Underleases and Living Area Licences

Prior to or upon the early determination of this Sublease:

(a) the EDTL must use all reasonable endeavours to novate or assign all Housing Management Agreements, Living Area Underleases and Living Area Licences to the Association; and

(b) the Association must use all reasonable endeavours to enable the EDTL to novate or assign all Housing Management Agreements, Living Area Underleases and Living Area Licences to the Association.

27. Renewal

27.1 Renewal of Sublease

The Parties agree to negotiate in good faith for the renewal of this Sublease not later than 20 years before the end of the Term.

Viewed at 10:10:56 on 31/10/2016 by 32GPL.

28. Dispute resolution

28.1 Procedure to resolve disputes

(a) If there is a dispute between the Parties relating to or arising out of this Sublease, the Parties must use reasonable endeavours acting in good faith to settle the dispute as soon as practicable.

(b) If a dispute relating to or arising under this Sublease is not resolved within 25 Business Days (or such longer period as agreed between the Parties) after notice by one Party to the other of the nature of the dispute, the Parties will submit the matter to mediation on the following terms:

(i) the mediator will be chosen by the Parties within 10 Business Days (or such longer period agreed between the Parties) and appointed within a further 5 Business Days (or such longer period agreed between the Parties);

(ii) in the absence of agreement by the Parties as to the mediator, either Party may apply to the President of LEADR to appoint a mediator who must be appointed within 10 Business Days (or such longer period agreed between the Parties) of the application;

(iii) the Parties must endeavour to procure that a mediator appointed under subparagraph 28.1(b)(i) or 28.1(b)(ii):

(A) assists the Parties to reach a resolution of the dispute by agreement;

(B) acts impartially and ensures that each Party has a clear understanding of the other Party's points of view to enable proposals to be formulated for settlement of the dispute;

(C) does not make his or her personal or professional views known to the Parties or give any professional advice to a Party;

(D) is entitled to terminate the mediation if, after consultation with the Parties, the mediator forms the view that the mediation process is exhausted; and

(E) does not impose a solution on the Parties and any suggestion made during the course of the mediation by the mediator will not be binding on a Party;

(iv) each Party may appoint a person, including a legally qualified person, to represent it or assist it in the mediation;

(v) each Party will bear its own costs relating to the preparation for and attendance at the mediation;

(vi) the costs of the mediator will be borne equally between the Parties; and

(vii) the mediation process will cease if the dispute has not been settled within 20 Business Days of the mediator being appointed, or such longer time as may be agreed by the Parties.

Viewed at 10:10:56 on 31/10/2016 by 32GPL.

(c) A Party may not commence court proceedings in relation to a dispute arising in connection with this Sublease until it has exhausted the procedures in this clause 28 unless the Party seeks appropriate injunctive or other interlocutory relief to preserve property or rights or to avoid losses that are not compensable in damages.

28.2 Continue to perform

Notwithstanding the existence of a dispute, each Party must continue to perform its obligations under this Sublease.

29. General

29.1 Amendments

The Parties may from time to time by agreement in writing, amend or vary the provisions of this Sublease.

29.2 Nature of obligations

(a) Any provision in this Sublease which binds more than one person binds all of those persons jointly and each of them severally.

(b) Each obligation imposed on a Party by this Sublease in favour of another is a separate obligation.

29.3 Entire understanding

(a) This Sublease contains the entire understanding between the Parties concerning the subject matter of the Sublease and supersedes all prior communications between the Parties.

(b) Each Party acknowledges that, except as expressly stated in this Sublease, that Party has not relied on any representation, warranty or undertaking of any kind made by or on behalf of the other Party in relation to the subject matter of this Sublease.

29.4 No adverse construction

This Sublease is not to be construed to the disadvantage of a Party because that Party was responsible for its preparation.

29.5 Further assurances

A Party, at its own expense and within a reasonable time of being requested by another Party to do so, must do all things and execute all documents that are reasonably necessary to give full effect to this Sublease.

29.6 No waiver

(a) A failure, delay, relaxation or indulgence by a Party in exercising any power or right conferred on the Party by this Sublease does not operate as a waiver of the power or right.

(b) A single or partial exercise of the power or right does not preclude a further exercise of it or the exercise of any other power or right under this Sublease.

Viewed at 10:10:56 on 31/10/2016 by 32GPL.

(c) A waiver of a breach does not operate as a waiver of any other breach.

29.7 Severability

If any provision of this Sublease is void, voidable by any party, unenforceable or illegal, it shall be read down so as to be valid and enforceable or if it can not be so read down, the provision (or where possible the offending words), shall be severed from this Sublease without affecting the validity, legality or enforceability of the remaining provisions (or parts of those provisions) of this Sublease which will continue in full force and effect.

29.8 Successors and assigns

This Sublease binds and benefits the Parties and their respective successors and permitted assigns under clause 29.9.

29.9 No assignment without consent of other Parties

(a) A Party cannot assign or otherwise transfer the benefit of this Sublease without the prior written consent of each other Party.

(b) An assignment or transfer of the benefit of this Sublease without the prior written consent of each other Party is invalid.

29.10 Consents and approvals

Where anything depends on the consent or approval of a Party then, unless this Sublease provides otherwise, that consent or approval may be given conditionally or unconditionally or withheld, in the absolute discretion of that Party.

29.11 Costs

Each Party must pay its own legal costs of and incidental to the preparation and completion of this Sublease.

29.12 Governing law and jurisdiction

(a) This Sublease is governed by and must be construed in accordance with the laws in force in the Northern Territory.

(b) The Parties submit to the exclusive jurisdiction of the courts of that Territory and the Commonwealth of Australia in respect of all matters arising out of or relating to this Sublease, its performance or subject matter.

29.13 Notices

Any notice or other communication to or by a Party under this Sublease:

(a) may be given by personal service, pre-paid registered post or facsimile;

(b) must be in writing, legible and in English addressed (depending on the manner in which it is given) as set out in Item 3 of the Schedule or to any other address last notified by the Party to the sender by notice given in accordance with this clause;

Viewed at 10:10:56 on 31/10/2016 by 32GPL.

(c) in the case of a corporation, must be signed by an officer or authorised representative of the sender or in accordance with section 127 of the Corporations Act or section 99-5 of the CATSI Act; and

(d) is deemed to be given by the sender and received by the addressee:

(i) if delivered in person, when delivered to the addressee;

(ii) if posted, 2 Business Days (or 6 Business Days, if posted outside Australia) after the date of posting to the addressee whether delivered or not; or

(iii) if sent by facsimile transmission, on the date and time shown on the transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety and in legible form to the facsimile number of the addressee notified for the purposes of this clause,

but if the delivery or receipt is on a day which is not a Business Day or is after 4.00 pm (addressee's time), it is deemed to have been received at 9.00 am on the next Business Day.

29.14 Counterparts

If this Sublease consists of a number of signed counterparts, each is an original and all of the counterparts together constitute the same document.

29.15 Conflicting provisions

If there is any conflict between the main body of this Sublease and any schedules or annexures comprising it, then the provisions of the main body of this Sublease prevail.

29.16 Non merger

A term or condition of, or act done in connection with, this Sublease does not operate as a merger of any of the rights or remedies of the Parties under this Sublease and those rights and remedies continue unchanged.

29.17 Operation of indemnities

Unless this Sublease expressly provides otherwise:

(a) each indemnity in this Sublease survives the expiry or termination of this Sublease; and

(b) a Party may recover a payment under an indemnity in this Sublease before it makes the payment in respect of which the indemnity is given.

29.18 No right of set-off

Unless this Sublease expressly provides otherwise, a Party has no right of set-off against a payment due to another Party.

29.19 Payment of interest

Any provision expressed or implied in this Sublease obliging the EDTL to pay interest on any moneys including the Sublease Payment has no effect.

Viewed at 10:10:56 on 31/10/2016 by 32GPL.

29.20 Relationship of Parties

Unless this Sublease expressly provides otherwise, nothing in this Sublease may be construed as creating a relationship of partnership, of principal and agent or of trustee and beneficiary.

Viewed at 10:10:56 on 31/10/2016 by 32GPL.

Schedule - Sublease particulars

Item:		Particulars:
1.	**Living Area** (clause 1.1)	The whole of the land described in Certificate of Title Volume 192 Folio 020 being Lot 5708 Town of Alice Springs on plan S80/018 a copy of which is attached at Annexure 1.
2.	**Commencement Date** (clause 1.1)	The date on which clause 2.1(a) is satisfied, being 3 December 2009
3.	**Notices** (clause 29.13)	If to the Association: Ilyperenye Association Incorporated C/- Public Officer 4 Elder Street Alice Springs NT 0870
		If to the EDTL: The Executive Director of Township Leasing Centraplaza 16 Bowes Street WODEN ACT 2606 Facsimile: (02) 6121 4150
		If to the Territory: Executive Director Projects and Key Initiatives Territory Housing, Department of Local Government and Housing GPO Box 4621 Darwin NT 0801 Ph: (08) 8999 8426

Viewed at 10:10:56 on 31/10/2016 by 32GPL.

	If to Territory Housing: Executive Director Projects and Key Initiatives Territory Housing, Department of Local Government and Housing GPO Box 4621 Darwin NT 0801 Ph: (08) 8999 8426
4. **Community Land** (clause 1.1)	That part of the Living Area indicatively cross-hatched on the plan at Annexure 4 being the areas marked "12", "13" and "RES".

Viewed at 10:10:56 on 31/10/2016 by 32GPL.

Executed as a deed.

Executed by **Ilyperenye Association Incorporated** in accordance with its constitution by:

JANELLE. MCMILLAN.	MONTY
Signature	Signature
JANELLE McMILLAN	MONTY SCRUTTON
Print Name	Print Name
PRESIDENT	COMMITTEE MEMBER
Position	Position
Signature	Signature
Print Name	Print Name
Position	Position

31-07-2009
Date

Viewed at 10:10:56 on 31/10/2016 by 32GPL.

Executed by the **Executive Director of Township Leasing** for and on behalf of the Commonwealth of Australia in the presence of:)

.....
Signature of qualified witness

KYM LOCKLEY
.....
Name of qualified witness (please print)

Solicitor
.....
Qualification

Phone: (02) 6121 4223
Address: L3, 16 Bowes St
.....Woden ACT.....
Contact details of qualified witness

.....
Signature of Executive Director of Township Leasing

PAT WATSON
.....
Name (please print)

3/12/2009
.....
Date

Viewed at 10:10:56 on 31/10/2016 by 32GPL.

SIGNED by DAVID RITCHIE for and on behalf of the NORTHERN TERRITORY OF AUSTRALIA pursuant to a delegation under the *Contracts Act* in the presence of:

.....
Witness

Jackie Antao
Print name

A Practitioner of the Supreme Court
of the Northern Territory of Australia
68 The Esplanade, Darwin NT
Position Ph: (08) 8935 7809

.....
Signature

D.J. Ritchie
Chief Executive
Print name

3 DEC 2009
.....
Date

The common seal of the Chief Executive Officer (Housing) was affixed in the presence of:

.....
Witness

Jackie Antao
Print name

A Practitioner of the Supreme Court
of the Northern Territory of Australia
Position 68 The Esplanade, Darwin NT
Ph: (08) 8935 7809

.....
Chief Executive Officer (Housing)

D.J. Ritchie
Chief Executive
Print name

3 DEC 2009
.....
Date

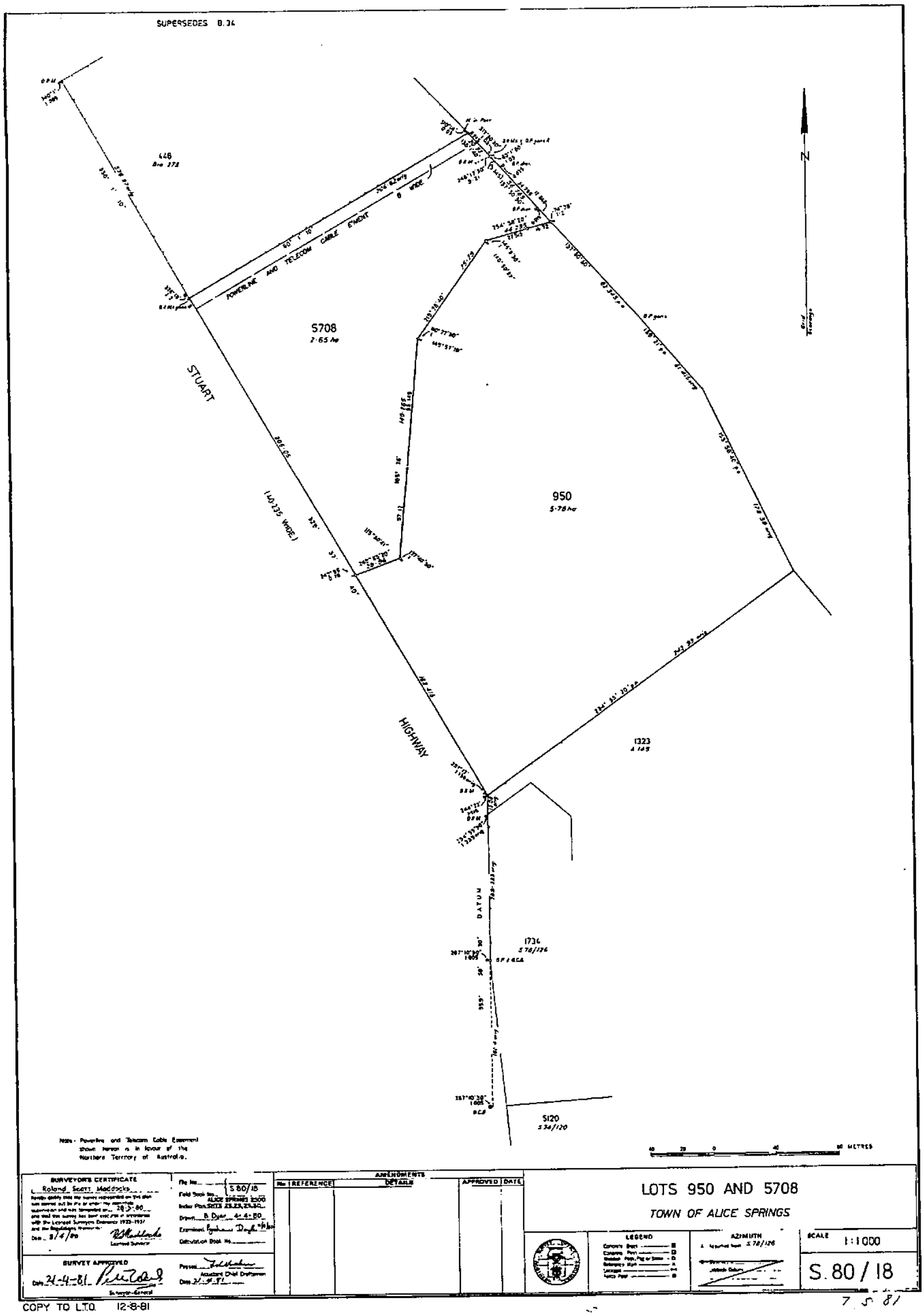
Viewed at 10:10:56 on 31/10/2016 by 32GPL.

Annexure 1 - Living Area

Viewed at 10:10:56 on 31/10/2016 by 32GPL.

Viewed at 14:05:30 on 18/05/2009 by 69AGS.

Survey Plan S 80/018



Viewed at 10:10:56 on 31/10/2016 by 32GPL.

Annexure 2 - Form 78 Non Lapsing Caveat

Viewed at 10:10:56 on 31/10/2016 by 32GPL.

Intentionally Blank

Form 78

Section 138

Land Title Act
REGISTRAR-GENERAL'S DIRECTIONS

NORTHERN TERRITORY OF AUSTRALIA

X **No:**

IMPORTANT NOTICE

Please Note Privacy Statement Overleaf

NON LAPSING CAVEAT

The caveator claims the estate or interest specified in the land described on the grounds set out and forbids the registration of any dealing affecting that estate or interest to the extent of the prohibition as specified during the period in which the caveat remains in force. (NOTES 1-5)

Register	Volume	Folio	Location	Lot Description	Plan	Unit

(NOTE 6)

CAVEATOR (PERSON LODGING CAVEAT)	Name: Address for the service of Notices:	(NOTE 7)
ESTATE OR INTEREST CLAIMED		(NOTE 8)
GROUNDS OF CLAIM		(NOTE 9)
REGISTERED INTERESTS AFFECTED EXTENT OF PROHIBITION	Instrument No: Absolutely	(NOTE 10)
OWNERS	Name: Address:	(NOTE 11)
OTHER PARTIES	Name: Address:	(NOTE 12)

BASIS OF LODGEMENT (tick one) (NOTE 13)

BY REGISTERED OWNER	WITH THE CONSENT OF THE REGISTERED OWNER	COPY OF COURT ORDER DEPOSITED	OTHER THAN PURSUANT TO PART 7 DIVISION 2 OF THE *LAND TITLES ACT*.

.....
SIGNED by the Caveator
on (Date) .....

In the presence of:
.....
Qualified Witness:
.....

.....

(NOTES 14 & 15)

Registered on ..... At .....

Office use only.

Notices sent to registered proprietors	Notices sent to registered proprietors
On ..... / ..... / 20.....	On ..... / ..... / 20.....
Registered Mail No:	Registered Mail No: .....
Notices sent to registered proprietors	Notices sent to registered proprietors
On ..... / ..... / 20.....	On ..... / ..... / 20.....
Registered Mail No:	Registered Mail No: .....

SCHEDULE OF NOTES

1. Caveats remain in effect for the periods specified in Part 7 Division 2 of the *Land Title Act*. For Non Lapsing of Caveats refer Section 142 of the *Land Title Act*. This form may be used only if one of the circumstances set out in section 142(1) (a) to (e) of the *Land Title Act* exists.
2. A caveat prevents registration of another instrument affecting the lot over which the caveat is lodged from the date and time endorsed by the Registrar-General on the caveat as the caveat's date and time of lodgement.
3. A caveat may be lodged as an original only and must be typed or completed in ink or biro. Alterations to information entered on the form should be crossed out (not erased or obliterated by painting over) and initialled by the parties.
4. All signatures must be in ink or biro.
5. If there is insufficient space in any panel use the space above or an annexure sheet (Form 95).
6. Volume and Folio references must be given together with complete parcel description. The certificate as to title need not be produced. If the caveat affects part only of the land in a title the description should also be given. Any necessary diagram should be endorsed above or on an annexure sheet (Form 95) or a survey plan deposited with the Surveyor-General may be referred to.
7. Insert full name and an address for the service of notices. The address can be a postal address.
8. Specify the estate or interest claimed eg. "an estate in fee simple in the land", "an interest as mortgagee in the land". Where the interest claimed is the interest of only one of several registered owners this fact should be set out here. The interest must be an interest in the land.
9. Specify the grounds on which the interest is claimed.

   eg. "as purchaser under a contract of sale from A.B. dated....."
   "as mortgagee under an instrument of mortgage from A.B. dated....."
10. Where the caveat only affects one or some of the registered interest specify the registered interest eg lease. Caveats can be lodged so as not to absolutely prohibit dealings with the land or interest. If this is the case delete "absolutely" and specify the conditions under which registration may be effected. eg "except a mortgage to .....".
11. Insert Owners current address for the Service of Notices.
12. The Registrar-General must give written notice of lodgement of a caveat to each person whose interest or whose right to registration of an instrument is affected by the caveat. Insert name and address for the Service of Notices of anyone else having the right to deal with the lot affected by the caveat
13. You must tick one of these boxes. If you are unable to, the caveat subject to section 142 of the *Land Title Act* is a lapsing caveat and form 79 must be used. If you are claiming that the caveat is lodged with the consent of the registered owner evidence of the written consent is required either as a separate consent (Form 93) or other evidence of that consent must be produced.
14. The caveat may be signed by the caveator or by an agent of the caveator.
15. Persons who may witness this document are a Commissioner for Oaths, a member of the Legislative Assembly, a legal practitioner within the meaning of the *Legal Practitioners Act*, a person holding office under the *Supreme Court Act*, the *Justices Act*, the *Local Court Act* or the *Registration Act*, a member of the Police Force, a person licensed as a conveyancing agent or real estate agent under the *Agents Licensing Act*, a Notary Public and any other person approved by the Registrar-General.

    A witness to an instrument executed by an individual must first:

    - take reasonable steps to ensure that the individual is the person entitled to sign the instrument;
    - have the individual execute the document in the presence of the witness;
    - not be a party to the instrument; and
    - if witnessing more than one signature, clearly state that he/she has witnessed more than one signature. (ie I have witnessed the two signatures appearing above).

    After signing, witnesses must legibly write, type or stamp their names and contact address or telephone number below their signature.

    For a corporation, an instrument must be executed in a way permitted by law or sealed with the corporation's seal in accordance with the *Law of Property Act*, Section 48.

    For witnessing of instruments executed outside the Northern Territory refer to Schedule 1 of the *Land Title Act* and the Registrar-General's Direction.

PRIVACY STATEMENT – LAND REGISTER FORMS

The Registrar-General's Office is authorised by the Land Title Act to collect the information on this form for the establishment and maintenance of the Land Register, which is made available for search by any person, anywhere, including through the Internet, upon payment of a fee. The information is regularly provided to other NT Government agencies, the Australian Valuation Office, local governments, the Australian Bureau of Statistics, the Australian Taxation Office or other Commonwealth Agencies as required or authorised by law, and some private sector organisations for conveyancing, local government, valuation, statistical, administrative and other purposes. The Department of Planning and Infrastructure also uses the information to prepare and sell or licence property sales reports to commercial organisations concerned with the development, sale or marketing of property.

Failure to provide the information in full or in part may prevent your application or transaction being completed.

Your personal information provided on this form can be subsequently accessed by you on request. If you have any queries please contact the Deputy Registrar-General on 8999 5318.

Annexure 3 - Form 93 General Consent

Viewed at 10:10:56 on 31/10/2016 by 32GPL.

Intentionally Blank

Form 93

Land Title Act
REGISTRAR-GENERAL'S DIRECTIONS

NORTHERN TERRITORY OF AUSTRALIA

G	C	No:

IMPORTANT NOTICE

Please Note Privacy Statement Overleaf

GENERAL CONSENT

Register	Volume	Folio	Location	Lot Description	Plan	Unit

(NOTE 1 – 2)

INSTRUMENT BEING CONSENTED TO (Item 1)	Instrument Type: Dated: Names of Parties:	(NOTE 3)
INSTRUMENT UNDER WHICH CONSENT REQUIRED (Item 2)	Dealing Type: Dealing No: Name of consenting party:	(NOTE 4)
EXECUTION BY CONSENTING PARTY	The party identified in item 2 consents to the registration of the instrument identified in item 1 in respect of the above land.	(NOTE 5)

…… Signed by the Consenting Party (Date) …… In the presence of: …… Qualified Witness: …… ……	…… Signed by the Consenting Party (Date) …… In the presence of: …… Qualified Witness: …… ……

(NOTE 6)

Registered on …… At ……

SCHEDULE OF NOTES

1. This General Consent form is lodged as an original only and must be typed or completed in ink or biro. Alterations to information entered on the form should be crossed out (not erased or obliterated by painting over) and initialled by the parties.
2. Volume and Folio references must be given together with parcel description.
3. Insert Instrument type and number, date and name of parties of the instrument being consented to.
4. Insert dealing type, number and name of consenting party.
5. This is the consenting clause.
6. Persons who may witness this document are a Commissioner for Oaths, a member of the Legislative Assembly, a legal practitioner within the meaning of the *Legal Practitioners Act*, a person holding office under the *Supreme Court Act*, the *Justices Act*, the *Local Court Act* or the *Registration Act*, a member of the Police Force, a person licensed as a conveyancing agent or real estate agent under the *Agents Licensing Act*, a Notary Public and any other person approved by the Registrar-General.

   A witness to an instrument executed by an individual must first:

   - take reasonable steps to ensure that the individual is the person entitled to sign the instrument;
   - have the individual execute the document in the presence of the witness;
   - not be a party to the instrument; and
   - if witnessing more than one signature, clearly state that he/she has witnessed more than one signature. (ie I have witnessed the two signatures appearing above).

   After signing, witnesses must legibly write, type or stamp their names and contact address or telephone number below their signature.

   For a corporation, an instrument must be executed in a way permitted by law or sealed with the corporation's seal in accordance with the *Law of Property Act*, Section 48.

   For witnessing of instruments executed outside the Northern Territory refer to Schedule 1 of the *Land Title Act* and the Registrar-General's Direction.

PRIVACY STATEMENT – LAND REGISTER FORMS

The Registrar-General's Office is authorised by the Land Title Act to collect the information on this form for the establishment and maintenance of the Land Register, which is made available for search by any person, anywhere, including through the Internet, upon payment of a fee. The information is regularly provided to other NT Government agencies, the Australian Valuation Office, local governments, the Australian Bureau of Statistics, the Australian Taxation Office or other Commonwealth Agencies as required or authorised by law, and some private sector organisations for conveyancing, local government, valuation, statistical, administrative and other purposes. The Department of Planning and Infrastructure also uses the information to prepare and sell or licence property sales reports to commercial organisations concerned with the development, sale or marketing of property.

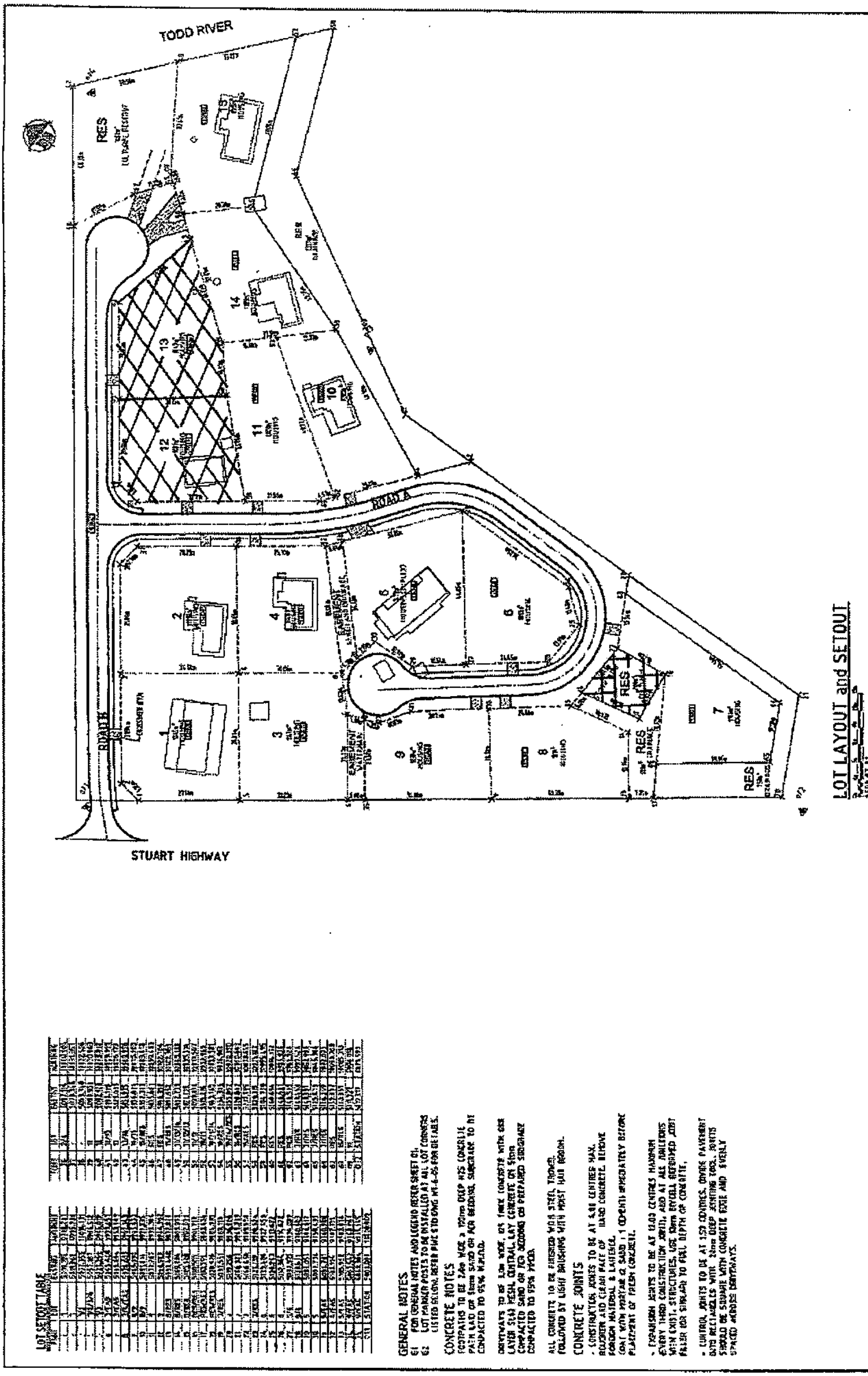
Failure to provide the information in full or in part may prevent your application or transaction being completed.

Your personal information provided on this form can be subsequently accessed by you on request. If you have any queries please contact the Deputy Registrar-General on 8999 5318.

Viewed at 10:10:56 on 31/10/2016 by 32GPL.

Annexure 4 - Community Land

Viewed at 10:10:56 on 31/10/2016 by 32GPL.


TODD RIVER
RES
ROAD A
ROAD B
STUART HIGHWAY
RES
RES
RES
LOT LAYOUT and SETOUT
LOT SETOUT TABLE
GENERAL NOTES
CONCRETE NOTES
CONCRETE JOINTS
QANTEC McWILLIAM
Land Use, Crossovers, Lot Layout and Setout Plan

00414249

DEPARTMENT OF JUSTICE (ABN 84 085 734 992)
REGISTRAR-GENERAL'S OFFICE
NICHOLS PLACE
GPO BOX 3021

Priority of Lodgement	

Enquiries : 8999 6252

TAX INVOICE (RECEIPT) - OFFICE COPY

Lodging Party:
OFFICE OF TOWNSHIP LEASING,
GPO BOX 3671
DARWIN NT 0801

Customer Code:
Self Assessing Code:

Date of Issue	22/08/2011
at	15:25
by	JSIA
Application #	00239814

Document Delivery:
OFFICE OF TOWNSHIP LEASING
GPO BOX 3671
DARWIN NT 0801

Lodgement No 756315

If paper title exists enter

Volume _____

Folio _____

Description	GST Incl Amount
LODGEMENT (SUBLEASE LOT 5708)	2.00

Total Cost excl GST	$2.00
Total GST	$0.00
Total Invoice	$2.00

Payment Details

EFT - CREDIT CARD

00397569

DEPARTMENT OF JUSTICE (ABN 84 085 734 992)
REGISTRAR-GENERAL'S OFFICE
NICHOLS PLACE
GPO BOX 3021

Priority of Lodgement	

Enquiries : 8999 6252

TAX INVOICE (RECEIPT) - OFFICE COPY

Lodging Party:
OFFICE OF TOWNSHIP LEASING,
GPO BOX 3671
DARWIN NT 0801

Customer Code:
Self Assessing Code:

Date of Issue	24/06/2011
at	15:59
by	SVJ
Application #	00230226

Document Delivery:
OFFICE OF TOWNSHIP LEASING
GPO BOX 3671
DARWIN NT 0801

Lodgement No 756315

If paper title exists enter

Volume _____

Folio _____

Description	GST Incl Amount
SUBLEASE (LOT 5708 T/A/SPRINGS)	155.00

Total Cost excl GST	$155.00
Total GST	$0.00
Total Invoice	$155.00

Payment Details

EFT - CREDIT CARD

4017/11

33

Form 32 Section 65

Land Title Act

REGISTRAR-GENERAL'S DIRECTIONS

NORTHERN TERRITORY OF AUSTRALIA

DL007564500

Dealing Number: 756450 Lodged 12/09/2011 at 13:16:38
Dealing Type: UL By CASH
Volume 753 Folio 915 Fee $106.00 Receipt 418847

Commissioner of Taxes use only (NOTE 1)

SUBLEASE

The owner of the lease subleases to the tenant the estate and interest in the land described and the tenant accepts this sublease of the land for the term and at the rent stipulated and subject to the covenants and conditions contained below or on the back of this document and acknowledges the amount payable or other consideration for the lease. (NOTES 2 – 3)

ESTATE AND INTEREST — Lease being subleased: Number: ~~SPL 550~~ AS 756315 (NOTE 4)

Register	Volume	Folio	Location	Lot Description	Plan	Unit
CUCL	~~192~~ 753	~~020~~ 915	Town of Alice Springs	Lot 5708	S80/018	N/A

(NOTE 5)

INTEREST BEING SUBLEASED — ~~The whole of the Land described in Item 2 of the Schedule and shown on~~ the plan at Annexure 1, ~~being Lot 5708 Town of Alice Springs on plan S80/~~018. WHOLE OF THE LAND AS (NOTE 6)

MARKET RENT UNDER THE SUB-LEASE	~~Nil~~ $1.10	GST AMOUNT	~~Nil~~ $0.10
OTHER CONSIDERATION (Include Nil or Nominal Rent)	~~$1.10~~ AS NIL	GST AMOUNT	~~$0.10~~ AS NIL

AS. (NOTE 7)

OWNER OF THE LEASE — Executive Director of Township Leasing (NOTE 8)

TENANT — Name: Northern Territory of Australia
Address: C/- Department of Local Government and Housing, RCG House, 83-85 Smith Street, Darwin 0800 (NOTE 9)

TENANCY — Not Applicable (NOTE 10)

TERM OF SUBLEASE

Commencing:	Expiring:	Right of Renewal:
3/12/2009	2/12/2012	No

(NOTE 11)

CONSENTS — ~~Nil~~ MINISTER FOR PLANNING + LANDS AS. (NOTE 12)

See Execution Clause at p34 of the attached sublease

See Execution Clause at p35 of the attached sublease (NOTE 13)

Registered on 13·9·2011 At 10:33

NORTHERN TERRITORY OF AUSTRALIA REGISTRAR-GENERAL

CONSENT OF INTEREST HOLDERS

Instrument type: .....

Instrument No: .....

Name of Parties: .....

.....

I the registered proprietor of the interest shown above consent to the registration of this instrument.

Signed: .....

(Date): .....
In the presence of:

.....

Name of Qualified Witness: .....

Address or Telephone No.: .....

Instrument type: .....

Instrument No: .....

Name of Parties: .....

.....

I the registered proprietor of the interest shown above consent to the registration of this instrument.

Signed: .....

(Date): .....
In the presence of:

.....

Name of Qualified Witness: .....

Address or Telephone No.: .....

COVENANTS

It is hereby covenanted by and between the owner of lease and the tenant as follows;

☐ To comply with the provisions contained in Memorandum of Common Provisions recorded in the Register as LTO No. .

✓ The conditions and covenants implied by Sections 117 & 119 *Law of Property Act* ~~shall~~/shall not apply. (delete one)

✓ To comply with the provisions annexed to this lease.

SCHEDULE OF NOTES

1. A sub-lease signed on or after 1 July 2006 is required to be stamped by the Commissioner of Taxes where (i) there is no consideration, or (ii) the consideration is nominal, or (iii) there is valuable consideration other than rent under the lease.
2. This form may be lodged in triplicate and may be adapted for an underlease. The original must be typed or completed in ink or biro. The duplicate and triplicate may be copies of the original but the signatures of all parties and their witnesses must be in ink or biro on all copies. If the words "owners" and "tenant" are considered inappropriate other words (lessor/lessee) may be used. Alterations to information entered on the form should be crossed out (nor erased or obliterated by painting over) and initialled by the parties.
3. If there is insufficient space in any panel use the space above or an annexure sheet (Form 95).
4. Insert the number of the Lease being sub-leased or under-leased.
5. Volume and Folio references must be given together with a description of the location and lot number, unit number and unit plan number if applicable. If a certificate as to title has been issued it must be produced.
6. Insert whole of the land or if part of a lot the instrument of lease must also include a sketch plan identifying the part of the lot drawn to a standard to the Registrar-General's satisfaction, if required by the Registrar-General, a plan of survey identifying the part of the lot; or if required by the *Planning Act*, consent under Part 5 of the *Planning Act*.
7. Pursuant to Section 66 (1)(c) of the *Land Title Act* state whether the rent under the sub-lease is market rent, or nil or nominal rent. Market rent means any rent that is not nominal. A sub-lease for nil or nominal rent or other consideration must show the imprint of the Commissioner of Taxes. For the GST amount, if the sub-lease is subject to the margin scheme and the GST amount is unknown insert "margin scheme" in the box provided. Show the words "Nil" or "Not applicable" if not subject to rent or other consideration.
8. Insert full name of the owner of the lease (namely the tenant under the head lease and not the proprietor of the land). Address is not required.
9. Insert full name of the tenant and an address for the service of notices. The address can be a postal address.
10. If two or more tenants, state whether as joint tenants or tenants in common. If tenants in common, specify shares. If no tenancy is stated, the Registrar-General must register the co-owners as tenants in common pursuant to Section 57(2) of the *Land Title Act*.
11. Details of dates of commencement and expiry must be shown. If there is a right of renewal, show "Yes" (if not) "No".
12. Consents by mortgagee should be provided. A lease or amendment of a lease executed after registration of a mortgage of a lot is valid against the mortgagee only if the mortgagee consents to the lease or amendment before its registration. A lease which has not been consented to by a prior mortgagee will not be protected in the event of the mortgagee exercising the power of sale.
13. Persons who may witness this document are a Commissioner for Oaths, a member of the Legislative Assembly, a legal practitioner within the meaning of the *Legal Practitioners Act*, a person holding office under the *Supreme Court Act*, the *Justices Act*, the *Local Court Act* or the *Registration Act*, a member of the Police Force, a person licensed as a conveyancing agent or real estate agent under the *Agents Licensing Act*, a Notary Public and any other person approved by the Registrar-General.

    A witness to an instrument executed by an individual must first:

    - take reasonable steps to ensure that the individual is the person entitled to sign the instrument;
    - have the individual execute the document in the presence of the witness;
    - not be a party to the instrument; and
    - if witnessing more than one signature, clearly state that he/she has witnessed more than one signature. (ie I have witnessed the two signatures appearing above).

    After signing, witnesses must legibly write, type or stamp their names and contact address or telephone number below their signature.

    For a corporation, an instrument must be executed in a way permitted by law or sealed with the corporation's seal in accordance with the *Law of Property Act*, Section 48.

    For witnessing of instruments executed outside the Northern Territory refer to Schedule 1 of the *Land Title Act* and the Registrar-General's Directions.

PRIVACY STATEMENT – LAND REGISTER FORMS

The Registrar-General's Office is authorised by the *Land Title Act* to collect the information on this form for the establishment and maintenance of the Land Register, which is made available for search by any person, anywhere, including through the Internet, upon payment of a fee. The information is regularly provided to other NT Government agencies, the Australian Valuation Office, local governments, the Australian Bureau of Statistics, the Australian Taxation Office or other Commonwealth Agencies as required or authorised by law, and some private sector organisations for conveyancing, local government, valuation, statistical, administrative and other purposes. The Department of Planning and Infrastructure also uses the information to prepare and sell or licence property sales reports to commercial organisations concerned with the development, sale or marketing of property.

Failure to provide the information in full or in part may prevent your application or transaction being completed.

Your personal information provided on this form can be subsequently accessed by you on request. If you have any queries please contact the Deputy Registrar-General on 8999 5318.

MINISTER FOR PLANNING AND LANDS

PARLIAMENT HOUSE
STATE SQUARE
DARWIN NT 0800

GPO BOX 3146
DARWIN NT 0801
TELEPHONE: (08) 8901 4047
FACSIMILE: (08) 8901 4169

Mr Pat Watson
Executive Director of
Township Leasing
PO Box 7788
CANBERRA MAIL CENTRE ACT 2610

Pat

Dear Mr Watson

I refer to your letter seeking consent to register a sub-sub lease over Special Purposes Lease 493, 412, 550, 543, 536, 438, 426, 459, 409, 450, 554, 473 and Crown Leases Perpetual 1111 and 1112.

I am pleased to advise that, in accordance with my powers under section 6 of the *Special Purposes Leases Act* and section 47 of the *Crown Lands Act* I consent to the registration of the sub-sub leases over the above leases.

Proposed Lessee:	Northern Territory of Australia (Department of Planning and Infrastructure)
Lease Details:	As per schedule at Attachment A

Yours sincerely

DELIA LAWRIE

29-7-09

Northern Territory Government

LEASE DETAILS - ATTACHMENT A

LOT NO	LEASE	PERMITTED USE
5713	SPL 493	Aboriginal communal living
7850	CLP 1111	Aboriginal residential housing area
5146	SPL 412	Aboriginal communal purpose
5708	SPL 550	Aboriginal communal living
3701	CLP 1112	Aboriginal residential living and ancillary
2664	SPL 543	Aboriginal communal living
5195	SPL 536	Aboriginal communal living
5150	SPL 438	Aboriginal settlement, camping and ancillary
3702	SPL 426	Aboriginal communal purposes
3704	SPL 426	Aboriginal communal purposes
1733	SPL 426	Aboriginal communal purposes
5180	SPL 459	Aboriginal communal living
5135	SPL 409	communal settlement
5123	SPL 554	Aboriginal communal living, craft complex and ancillary
5149	SPL 450	Aboriginal communal purposes
5189	SPL 473	Aboriginal communal living area

Housing Management Agreement

Ilyperenye (SPL 550)

Executive Director of Township Leasing

and

Northern Territory of Australia

Viewed at 10:10:52 on 31/10/2016 by 32GPL.

Table of Contents

1.	**Definitions and interpretation**	**5**
1.1	Definitions	5
1.2	Interpretation	11
1.3	Good faith	13
1.4	Survival	13
2.	**Housing Management Agreement and Reservations**	**13**
2.1	Grant of Housing Management Agreement	13
2.2	Reservations in respect of adjoining sites	13
2.3	Other Reservations	14
2.4	Rent from Tenants	14
3.	**Mutual agreements and declarations**	**14**
4.	**Implied covenants**	**14**
5.	**Housing Management Agreement Payment**	**15**
5.1	Housing Management Agreement Payment	15
6.	**Services Providers**	**15**
7.	**Access**	**15**
7.1	General	15
7.2	Association's right of access	16
7.3	EDTL's right of access	16
8.	**Improvements**	**17**
8.1	Existing Improvements	17
8.2	Maintenance of Existing Improvements	17
8.3	EDTL's Rights in respect of Existing Improvements	17
8.4	Association's Rights in respect of Existing Improvements	18
8.5	Territory's Improvements	18
8.6	Ownership of Improvements at the end of the Housing Management Agreement	18
9.	**Tenancy Agreements, Land Underleases and Land Licences**	**19**
9.1	Tenancy Agreements (Residential)	19
9.2	Grant of Land Underlease	19
9.3	Grant of Land Licence	19
9.4	Special condition in relation to underleases to a Territory Entity	20
9.5	No release of liability	20
9.6	Community Land	20
10.	**Rates, Taxes and Charges**	**21**
10.1	Outgoings	21
10.2	Charges for Services	21
10.3	Stamp duty	21

Viewed at 10:10:52 on 31/10/2016 by 32GPL.

11.	**GST**	**22**
12.	**Use of Land**	**22**
12.1	Permitted Use	22
12.2	Compliance with Laws and Planning Scheme	22
12.3	Compliance with Lease	22
12.4	Compliance with notices	23
12.5	Notices	23
12.6	Roads	23
13.	**The Territory's release**	**23**
13.1	Risk	23
13.2	The Territory releases the EDTL	24
14.	**Insurance**	**24**
14.1	Obligation to insure the Improvements	24
14.2	Obligation to insure for public liability	24
14.3	Periods of insurance	24
14.4	Insurers and policies	25
14.5	The Territory to satisfy itself	25
14.6	Insurance policies to waive rights of subrogation	25
14.7	No limitation	25
14.8	Association to prove currency of insurance	25
14.9	The Territory's insurance	25
15.	**Reinstatement**	**26**
15.1	No obligation to reinstate	26
15.2	No right to damages	26
16.	**EDTL's obligations**	**26**
16.1	Quiet enjoyment	26
16.2	Produce certificates	26
17.	**Default**	**26**
17.1	Occurrence of Default Event	26
17.2	Financial Default	26
17.3	Remedies for other Default Events	27
17.4	Remedies for Termination Event	27
17.5	Waiver	28
17.6	Consequences of termination	28
18.	**Overholding**	**28**
19.	**Housing Management Agreement ends if Sublease ends**	**28**
20.	**Obligations on expiration or termination**	**28**
20.1	Return of Land	28
20.2	Novation of agreements	28
20.3	Novation of Tenancy Agreements, Land Underleases and Land Licences	29
21.	**Dispute resolution**	**29**
21.1	Procedure to resolve disputes	29
21.2	Continue to perform	29

Viewed at 10:10:52 on 31/10/2016 by 32GPL.

Table of Contents (ctd) 4

22.	**General**	**29**
22.1	Amendments	29
22.2	Nature of obligations	29
22.3	Entire understanding	29
22.4	No adverse construction	30
22.5	Further assurances	30
22.6	No waiver	30
22.7	Severability	30
22.8	Successors and assigns	30
22.9	No assignment without consent of other Parties	30
22.10	Consents and approvals	30
22.11	Costs	31
22.12	Governing law and jurisdiction	31
22.13	Notices	31
22.14	Counterparts	31
22.15	Conflicting provisions	32
22.16	Non merger	32
22.17	No right of set-off	32
22.18	Payment of interest	32
22.19	Relationship of Parties	32
22.20	Residential Tenancies Act	32
22.21	Compliance with Sublease	32
Schedule - Housing Management Agreement particulars		**33**

Viewed at 10:10:52 on 31/10/2016 by 32GPL.

Housing Management Agreement

Date 3 December 2009

Parties

1. Executive Director of Township Leasing, established by section 20B of the Land Rights Act, on behalf of the Commonwealth of Australia, ABN 36 342 015 855 ("the **EDTL**")

2. Northern Territory of Australia, care of the Department of Planning and Infrastructure, GPO Box 1680, Darwin 0800 in the Northern Territory of Australia, ABN 84 085 734 992 ("the **Territory**")

(collectively referred to as "the **Parties**")

Background

A. The EDTL holds a Sublease of the Living Area, including the Land.

B. The parties have agreed that the EDTL will grant a Housing Management Agreement of the Land (including all Improvements and Services) to the Territory.

C. The parties acknowledge that the residents living on the Alice Springs Living Areas (which includes the Land) are living in very poor conditions and it is very important to improve the health and standard of living of those residents. The Australian Government and the Northern Territory Government have stated their intention to undertake a capital works program to assist in improving the standard of living of those residents. The Australian Government and the Northern Territory Government acknowledge that the upgrade of the Alice Springs Living Areas will proceed over time and that the project duration will exceed the period of this Housing Management Agreement.

D. The Parties acknowledge that this Housing Management Agreement is part of a program to support development and investment in Alice Springs Living Areas, including the implementation of the Strategic Indigenous Housing and Infrastructure Program and any subsequent housing and infrastructure investment program, and improved housing management in the Alice Springs Living Areas especially with respect to tenancy management and repairs and maintenance.

Agreed terms

1. Definitions and interpretation

1.1 Definitions

In this Housing Management Agreement and in the Background, unless the context requires otherwise:

Alice Springs Living Areas means all land referred to in subclause 69(1) to 69(10) and 69(12) to 69(17) of Part 4, Schedule 1 to the *Northern Territory National Emergency Response Act 2007* (Cth) as enacted;

Annexure means an annexure to this Housing Management Agreement;

Viewed at 10:10:52 on 31/10/2016 by 32GPL.

Association means the body that granted the Sublease to the EDTL;

Building includes:

(a) a structure and part of a building or a structure;

(b) fences, walls, out-buildings, service installations and other appurtenances of a building; or

(c) a boat or a pontoon which is permanently moored or fixed to a building or land;

Building Code means the Building Code of Australia developed by the Australian Building Codes Board;

Business Day means a day that is not a Saturday, Sunday, public holiday or bank holiday in Darwin;

CATSI Act means the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth);

Chief Executive Officer (Housing) means the body corporate sole of that name established under the *Housing Act* (NT);

Commencement Date means the date specified in Item 3 of the Schedule;

Community Land has the meaning given to that term in the Sublease;

Community Service means a service provided to the residents of the Living Area that is funded or approved by the Australian Government, the Northern Territory Government, or the local government for the Living Area or that is otherwise approved by the EDTL;

Construct includes reconstruct or make structural changes and the word **Construction** has a corresponding meaning;

Consult means to:

(a) meet with, as reasonably requested by;

(b) ask views of;

(c) listen to views of; and

(d) have regard to the views of, including taking account of the views, acting reasonably,

the body or person to be or being consulted;

Corporations Act means the *Corporations Act 2001* (Cth);

Cure Period means a reasonable period of time within which the Territory must cure a Default Event (other than a Financial Default), in accordance with clause 17.1(c), including any extensions of that period under clause 17.3;

Cure Plan means a plan by a Party to remedy a Default Event (other than a Financial Default) which is proposed during the Cure Period and details a work

Viewed at 10:10:52 on 31/10/2016 by 32GPL.

plan setting out each task to be undertaken in order to rectify the material breach and the time for each task to be completed;

Default Event means:

(a) a Financial Default; or

(b) a persistent and material failure by the Territory to comply with this Housing Management Agreement;

Default Notice means a notice given under clause 17.1;

Development includes:

(a) the Construction or exterior alteration or exterior decoration of a Building;

(b) the demolition or removal of a Building or Works;

(c) the Construction or carrying out of Works;

(d) the subdivision or consolidation of land, including Buildings or airspace;

(e) the placing or relocation of a Building or Works; and

(f) the Construction or putting up for display of signs or hoardings;

EDTL's Agents means the employees, contractors and agents of the EDTL;

Environmental Health Standards means the Environmental Health Standards for Remote Communities in the Northern Territory prepared by Territory Health Services;

Existing Improvements means all Improvements erected on or attached to the Land as at the Commencement Date;

Existing Services means all Services on or connected to the Land as at the Commencement Date;

Financial Default means a failure by the Territory to pay when due any money which the Territory is obliged to pay to the EDTL under this Housing Management Agreement (excluding a failure to pay the Housing Management Agreement Payment when due);

Final Housing Management Agreement Year means the period starting on 1 July immediately before the expiry of the Term or earlier determination of this Housing Management Agreement and ending on the expiry of the Term or earlier determination of this Housing Management Agreement;

Government Agency means any government or any public, statutory, governmental, semi-governmental, local governmental or judicial body, entity, department or authority and includes any self-regulatory organisation established under statute;

GST has the meaning given to that term in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

Housing Management Agreement Payment has the meaning given to that term in clause 5.1(a);

Viewed at 10:10:52 on 31/10/2016 by 32GPL.

Housing Management Agreement means this underlease including the Schedule and the Annexures;

Housing Management Agreement Year means the Preliminary Housing Management Agreement Year, each 12 month period expiring on 30 June in each year during the Term and the Final Housing Management Agreement Year;

Improvements means all Buildings, structures, fixtures, fittings, plant, equipment, partitions, signs or other materials or articles which are erected on or attached to the Land;

Infrastructure includes roads, kerbs, gutters and Services;

Insolvency Event means, in relation to a party, any one or more of the following events or circumstances:

(a) being in liquidation or provisional liquidation or under administration;

(b) having a controller or analogous person appointed to it or any of its property;

(c) being taken under section 459F(1) of the Corporations Act to have failed to comply with a statutory demand;

(d) being unable to pay its debts or being otherwise insolvent;

(e) becoming an insolvent under administration, as defined in section 9 of the Corporations Act;

(f) entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors; or

(g) any analogous event or circumstance under the Laws of any jurisdiction,

unless such event or circumstance occurs as part of a solvent reconstruction, amalgamation, compromise, arrangement, merger or consolidation approved by the other party;

Land means the land described in Item 2 of the Schedule;

Land Licence means a licence granted by the Territory pursuant to clause 9;

Land Licensee means any person who has been granted a Land Licence from the Territory;

Land Underlease means an underlease granted by the Territory pursuant to clause 9;

Land Underlessee means any person who has been granted a Land Underlease from the Territory;

Land Rights Act means the *Aboriginal Land Rights (Northern Territory) Act 1976* (Cth);

Law means:

(a) principles of law or equity established by decisions of courts;

Viewed at 10:10:52 on 31/10/2016 by 32GPL.

(b) statutes, regulations, ordinances or by-laws of the Commonwealth, a State, a Territory or any other Government Agency; and

(c) requirements and approvals (including conditions) of the Commonwealth, a State, a Territory or any other Government Agency that have the force of law;

Lease means the lease of the Living Area held by the Association;

Living Area means the land described in Item 1 of the Schedule;

Municipal Services Provider means a person who provides municipal services in the Living Area;

National Indigenous Housing Guide means the National Indigenous Housing Guide developed by the Department of Families, Housing, Community Services and Indigenous Affairs;

Outgoings means all existing and future amounts (including rates, duties and taxes):

(a) which are properly imposed, charged or levied under statute or by a Government Agency on the Association, the EDTL or the Territory; or

(b) which a Government Agency properly requires the Association, the EDTL or the Territory to spend,

and which are:

(c) paid or payable by the Association, the EDTL or the Territory during a Housing Management Agreement Year;

(d) in relation to the Land or Improvements on or attached to the Land; and

either capital or non-capital in nature;

Permitted Use has the meaning given to that term in clause 12.1;

Personal Injury includes:

(a) bodily injury, death, sickness, disease, disability, shock, fright, mental anguish or mental injury including the resultant loss of consortium or services at any time;

(b) false arrest, detention, false imprisonment, discrimination, malicious prosecution or humiliation, or breach of confidentiality;

(c) wrongful entry or wrongful eviction or other invasion of the right to private occupancy; and

(d) assault and/or battery not intentionally committed by or at the discretion of the insured unless so directed for the purpose of preventing or eliminating danger to property or persons;

Planning Scheme means any planning scheme under any applicable Law setting the framework for planning the use, development and protection of the Land or any part of the Land;

Viewed at 10:10:52 on 31/10/2016 by 32GPL.

Postal Service means the delivery of mail to residents of the Living Area;

Postal Service Provider means a person who provides a Postal Service to the Living Area;

Preliminary Housing Management Agreement Year means the period starting on the Commencement Date and ending on the following 30 June;

Registered Interest means any interest registered on the certificate of title referred to in Item 1 of the Schedule immediately before the Commencement Date other than the Sublease;

Related Entity has the meaning given to that term in the Corporations Act;

Requirement means any lawful present or future notices, orders, directions, requirements, statutes, ordinances, proclamations, regulations, schemes, permits, by-laws or other regulatory requirements affecting or relating to the Land or the use of the Land, irrespective of whether the Requirement is addressed to the Territory, the EDTL, the Association or any other person;

Right of Occupation has the same meaning given to that term in the Sublease;

Schedule means the schedule to this Housing Management Agreement;

Services means all utilities and services on or connected to the Land including water, gas, electricity, lighting, sanitation, drainage, stormwater, communication and telecommunication systems and includes all wires, cables, pipes, ducts, conduits, tanks, electrical and mechanical plant and all other ancillary or associated parts and accessories;

Services Provider means a person who provides Services in the Living Area;

Services Provider's Right of Occupation has the same meaning given to that term in the Sublease;

Sublease means the sublease of the Living Area granted to the EDTL;

Tangentyere Council means Tangentyere Council Incorporated Registration No. 00591C (N.T.);

Tenancy Agreement means a tenancy agreement granted by the Territory for residential purposes pursuant to clause 9;

Tenant means any person who has a Tenancy Agreement with the Territory;

Tenant's Right of Occupation has the same meaning given to that term in the Sublease;

Term has the meaning given to that term in clause 2.1(a);

Termination Event means:

(a) the occurrence of an Insolvency Event; or

(b) a fundamental breach of this Housing Management Agreement (including the failure to comply with clause 12.1);

Viewed at 10:10:52 on 31/10/2016 by 32GPL.

Territory's Improvements means all Improvements erected on or attached to the Land by:

(a) the Territory;

(b) any Tenant;

(c) any Land Underlessee; or

(d) any Land Licensee;

after the Commencement Date;

Territory's Percentage means the same percentage as the Land bears to the area of the Living Area to which an Outgoing applies, as determined by the EDTL and notified to the Territory;

Territory's Services means all Services installed in or on the Land by:

(a) the Territory;

(b) any Tenant;

(c) any Land Underlessee; or

(d) any Land Licensee;

after the Commencement Date;

Third Party means a party other than a Party to this Housing Management Agreement;

Works includes any change to the natural or existing condition or topography of the land including the removal, destruction or lopping of trees and the removal of vegetation or topsoil.

1.2 Interpretation

In this Housing Management Agreement, unless the context requires otherwise:

(a) the singular (including the singular of defined terms) includes the plural and vice versa;

(b) reference to a right includes a remedy, authority or power;

(c) the headings are used for convenience only and do not affect the interpretation of this Housing Management Agreement;

(d) as far as possible all provisions must be construed so as not to be invalid, illegal or unenforceable;

(e) wherever "include" or any form of that word is used, it must be construed as if it were followed by "(without being limited to)";

(f) reference to a thing is a reference to all or part of that thing;

Viewed at 10:10:52 on 31/10/2016 by 32GPL.

(g) unless the context requires or is otherwise stated in this Housing Management Agreement, a Party's obligations must be performed at that Party's own cost;

(h) a gender includes the other genders;

(i) other grammatical forms of defined words or expressions have corresponding meanings;

(j) a reference to a document includes the document as modified from time to time and any document replacing it;

(k) if something is to be or may be done on a day that is not a Business Day then it must be done on the next Business Day;

(l) the word "person" includes a natural person and any body or entity whether incorporated or not;

(m) the word "month" means calendar month and the word "year" means 12 months;

(n) the words "in writing" include any communication sent by letter, facsimile transmission or email or any other form of communication capable of being read by the recipient;

(o) a reference to all or any part of a statute, rule, regulation or ordinance (**statute**) includes that statute as amended, consolidated, re-enacted or replaced from time to time;

(p) a reference to a party includes a reference to the party's respective successors and permitted assigns;

(q) money amounts are stated in Australian currency unless otherwise specified;

(r) a reference to any agency or body, if that agency or body ceases to exist or is reconstituted, renamed or replaced or has its powers or functions removed (**defunct body**), means the agency or body which performs most closely the functions of the defunct body;

(s) reference in this Housing Management Agreement to a Tenant or a person who has a Tenancy Agreement with the Territory is, where the Tenant has granted a further estate or interest in the relevant area of the Land or has granted a further licence in the relevant area of the Land, to be taken to include a reference to any person claiming an estate or interest in land through such Tenant, or a licensee or sublicensee of the Tenant, or any person claiming a licence through such Tenant;

(t) reference in this Housing Management Agreement to a Land Underlessee or the holder of a Land Underlease is, where the Land Underlessee has granted a further estate or interest in the relevant area of the Land, to be taken to include a reference to such an underlessee or any person claiming an estate or interest in land through such Land Underlessee, or a licensee of the Land Underlessee, or any person claiming a licence through such Land Underlessee; and

(u) reference in this Housing Management Agreement to a Land Licensee or the holder of a Land Licence is, where the Land Licensee has granted a

Viewed at 10:10:52 on 31/10/2016 by 32GPL.

further licence in the relevant area of the Land, to be taken to include a reference to any such sublicensee or any person claiming a licence in land through such Land Licensee.

This Housing Management Agreement operates as a deed.

1.3 Good faith

The Parties must act reasonably and in good faith in performing their respective obligations under this Housing Management Agreement.

1.4 Survival

In addition to this clause 1, the following clauses survive the expiration or earlier determination of this Housing Management Agreement: clauses 13, 14, 17, 18, 20, 21 and 22.

2. Housing Management Agreement and Reservations

2.1 Grant of Housing Management Agreement

(a) The EDTL grants to the Territory an underlease of the Land, subject to and concurrent with any Registered Interests and any Rights of Occupation, commencing on the Commencement Date, for a term of 3 years (**Term**).

(b) The Territory accepts the grant of an underlease of the Land upon these terms and otherwise subject to the provisions of this Housing Management Agreement.

(c) For the avoidance of doubt, the underlease of the Land includes an underlease of all Existing Improvements and Existing Services.

2.2 Reservations in respect of adjoining sites

(a) Subject to clauses 2.2(b) to 2.2(d), the Territory acknowledges that for the purpose of the EDTL providing Services to, on, over, through or under the Living Area, the EDTL may:

(i) install, maintain, use, repair, alter and replace pipes, ducts, conduits, cables, wires and poles through, on, over and under the Land;

(ii) hang cables and wires from the poles referred to in paragraph (i);

(iii) pass and run Services though the pipes, ducts, conduits, cables and wires; and

(iv) for the purpose of exercising its rights under paragraphs (i), (ii) or (iii) above, grant licences within the Land to, or enter into agreements with any Government Agency or providers of Services.

(b) The EDTL must give the Territory not less than 14 days notice that the EDTL proposes to undertake any Works or grant any licences in exercise of its rights under this clause 2.2, except in the case of an emergency when no such notice is required.

Viewed at 10:10:52 on 31/10/2016 by 32GPL.

(c) If the EDTL gives the Territory notice under clause 2.2(b), the EDTL must ensure, as far as reasonably practicable, that the EDTL puts arrangements and procedures in place to minimise any disruption to the Territory's use of the Land for the Permitted Use during the undertaking of the Works.

(d) If the EDTL gives the Territory notice under clause 2.2(b), the Territory must:

(i) assist the EDTL in ensuring, as far as reasonably practicable, that arrangements and procedures are put in place by the EDTL and the Territory to minimise any disruption of the Territory's use of the Land for or in connection with the Permitted Use during the undertaking of the Works;

(ii) implement, as far as reasonably practicable, appropriate work practices during the undertaking of the Works to assist the EDTL in completing the Works in a timely and cost efficient manner;

(iii) give the EDTL access to the Land when required by the EDTL for the purpose of undertaking the Works; and

(iv) use best endeavours to mitigate any loss or damage suffered by the Territory as a result of the Works.

2.3 Other Reservations

The Territory acknowledges that the Lease contains reservations to the Northern Territory and that this Housing Management Agreement is subject to those reservations.

2.4 Rent from Tenants

For the purposes of clause 7.2(b) of the Sublease, the Parties agree that any money in the nature of rent, licence fees or other monies payable to a Housing Authority or the EDTL under or in connection with the Tenant's Right of Occupation is payable to the Territory from the Commencement Date.

3. Mutual agreements and declarations

The Parties mutually agree and declare that:

(a) the EDTL may enter into an underlease pursuant to the Sublease and section 20C of the Land Rights Act and exercise all the powers of an underlessor under this Housing Management Agreement; and

(b) the Territory may enter into an underlease and exercise all the powers of an underlessee under this Housing Management Agreement including entering into Tenancy Agreements and granting Land Underleases and Land Licences.

4. Implied covenants

The covenants, powers and provisions implied in leases under any relevant legislation are hereby expressly excluded except to the extent that they are expressly embodied in this Housing Management Agreement or to the extent only that it would be unlawful to exclude any such covenant, power or provision.

Viewed at 10:10:52 on 31/10/2016 by 32GPL.

5. Housing Management Agreement Payment

5.1 Housing Management Agreement Payment

(a) The Territory must pay the EDTL $1 if demanded by the EDTL (**Housing Management Agreement Payment**).

(b) The Territory must pay the Housing Management Agreement Payment within 30 Business Days of receiving notice of a demand by the EDTL.

6. Services Providers

The Parties agree that they will use their best endeavours to negotiate (for a reasonable period of time) an agreement with Services Providers relating to Services, including giving any rights of access and other interests required to facilitate the provision of the Services, as each party considers appropriate. An agreement with a Services Provider may modify, replace or override the terms of a Services Provider's Right of Occupation.

7. Access

7.1 General

(a) The Parties undertake that they will do all things reasonably necessary to enable the Territory to enjoy and exercise its rights, title and interests under this Housing Management Agreement.

(b) Subject to the terms of this Housing Management Agreement, the Parties undertake that they will do all things reasonably necessary to enable Tenants, Land Underlessees, Land Licensees and persons holding Rights of Occupation to enjoy and exercise their rights, title and other interests under their Tenancy Agreements, Land Underleases, Land Licences and Rights of Occupation.

(c) The Parties undertake that they will do all things reasonably necessary to enable persons to enter the Land to conduct their legitimate business in or on the Land, but so that any such access shall not interfere with the enjoyment and exercise of the rights, title and other interests of Tenants, Land Underlessees, Land Licensees and persons holding Rights of Occupation.

(d) Without limiting clause 7.1(c), the Parties undertake that they will do all things reasonably necessary to enable:

(i) a person to enter the Land (at reasonable times) to provide a Community Service in or on the Land;

(ii) Tangentyere Council to enter the Land (at reasonable times) to complete the initial upgrade works in or on the Land in accordance with the funding agreement between Tangentyere Council and the Territory dated 5 September 2008;

(iii) a Municipal Services Provider to enter the Land (at reasonable times) to provide municipal services in or on the Land; and

(iv) a Postal Service Provider to enter the Land (at reasonable times) to provide a Postal Service in or on the Land,

Viewed at 10:10:52 on 31/10/2016 by 32GPL.

but so that any such access shall not interfere with the enjoyment and exercise of the rights, title and other interests of Tenants, Land Underlessees, Land Licensees and persons holding Rights of Occupation.

7.2 Association's right of access

(a) The Territory acknowledges that the Association may so often as it reasonably requires (at reasonable times and on reasonable notice) enter the Land to make reasonable investigations as the Association may deem necessary for the purpose of ascertaining whether or not there has been any breach of any of the terms, covenants or conditions expressed or implied in the Sublease.

(b) Nothing in this clause 7.2 permits the Association to enter an individual housing lot unless such entry is in accordance with:

(i) a Law;

(ii) the terms or conditions of the relevant lease, licence, Right of Occupation, statutory occupation right or other occupancy right granted to the tenant for the purpose of residential housing; or

(iii) with the consent of the person who holds the relevant lease, licence, Right of Occupation, statutory occupation right or other occupancy right granted to the tenant for the purpose of residential housing.

7.3 EDTL's right of access

(a) The EDTL may so often as it reasonably requires (at reasonable times and on reasonable notice) enter the Land to make reasonable investigations as the EDTL may deem necessary for the purpose of ascertaining whether or not there has been any breach of any of the terms, covenants or conditions expressed or implied in this Housing Management Agreement, but only if the EDTL suspects, on reasonable grounds, that the Territory has breached a term of this Housing Management Agreement.

(b) Nothing in this clause 7.3 permits the EDTL to enter an individual housing lot unless such entry is in accordance with:

(i) a Law;

(ii) the terms or conditions of the relevant lease, licence, Right of Occupation, statutory occupation right or other occupancy right granted to the tenant for the purpose of residential housing; or

(iii) with the consent of the person who holds the relevant lease, licence, Right of Occupation, statutory occupation right or other occupancy right granted to the tenant for the purpose of residential housing.

Viewed at 10:10:52 on 31/10/2016 by 32GPL.

8. Improvements

8.1 Existing Improvements

(a) Existing Improvements subject to a Registered Interest will remain subject to the terms of that Registered Interest, for the period of the Registered Interest.

(b) Existing Improvements subject to a Right of Occupation are included in that Right of Occupation, for the period of that Right of Occupation.

(c) Subject to clauses 8.1(a) and 8.1(b), all Existing Improvements are leased to the EDTL under the Sublease, and are the subject of this Housing Management Agreement.

8.2 Maintenance of Existing Improvements

(a) Subject to clauses 8.2(b) and 8.2(c), the Territory will be under no obligation under this Housing Management Agreement to maintain, repair or replace any Existing Improvements, or to compensate the Association, the EDTL or any other person for damage to or destruction of Existing Improvements.

(b) If the Sublease requires the EDTL to maintain, repair or replace any Existing Improvements, the Territory must maintain, repair or replace those Existing Improvements.

(c) If the Territory upgrades any Existing Improvements, the Territory must maintain, repair and replace those Existing Improvements.

(d) The Territory may alter, remove or demolish the Existing Improvements.

8.3 EDTL's Rights in respect of Existing Improvements

(a) The EDTL reserves the right to carry out any Works in respect of the Existing Improvements that may be required to comply with any applicable Law, Planning Scheme, Requirement or the Sublease which are not the responsibility of the Territory or which are the responsibility of the Territory but with which the Territory fails to comply (provided that, in the case of a failure to comply by the Territory, the EDTL has given the Territory written notice of any such failure to comply and the Territory has not remedied its failure to comply within the time period specified in the notice, such time period to be reasonable taking into account the nature of the Works).

(b) The EDTL may exercise its rights under clause 8.3(a):

(i) on giving prior reasonable written notice (except in the case of an emergency when no notice will be required);

(ii) at reasonable times (and in accordance with the requirements in clause 7.3(b)) ; and

(iii) if reasonably required by the Territory, accompanied by a person appointed by the Territory.

Viewed at 10:10:52 on 31/10/2016 by 32GPL.

(c) The Territory must pay to the EDTL on demand all reasonable charges for all Works carried out by the EDTL under clause 8.3(a) in circumstances where the Territory is obliged to carry out the Works under this Housing Management Agreement but has failed to do so.

8.4 Association's Rights in respect of Existing Improvements

The Territory acknowledges that:

(a) the Association has the right to carry out any Works in respect of the Existing Improvements that may be required to comply with any applicable Law, Planning Scheme or Requirement which are not the responsibility of the EDTL or which are the responsibility of the EDTL under the Sublease but with which the EDTL fails to comply; and

(b) the Association may exercise its rights under clause 8.4(a):

(i) on giving prior reasonable written notice to the EDTL (except in the case of an emergency when no notice will be required);

(ii) at reasonable times; and

(iii) if reasonably required by the EDTL, accompanied by a person appointed by the EDTL.

8.5 Territory's Improvements

(a) Subject to the Law, the Planning Scheme and the terms of this Housing Management Agreement, the Territory may erect, install, alter, remove, refurbish and demolish the Territory's Improvements and the Territory's Services in, on or under the Land provided that any upgrades or Construction of houses are in accordance with the Building Code and have regard to the Environmental Health Standards and the National Indigenous Housing Guide.

(b) During the Term, all the Territory's Improvements and the Territory's Services will remain the property of the Territory.

(c) The Territory must maintain, repair and replace the Territory's Improvements and the Territory's Services.

8.6 Ownership of Improvements at the end of the Housing Management Agreement

(a) At the expiry or sooner determination of this Housing Management Agreement, all Improvements and Services (including the Territory's Improvements and the Territory's Services) will, as between the EDTL and the Territory, subject to any continuing Registered Interest referred to in clause 8.1(a), any continuing Right of Occupation referred to in clause 8.1(b) and any other relevant continuing right, title or other interest, be the property of the EDTL in consideration of the sum of $1, if demanded by the Territory.

(b) Subject to any agreements in writing between the EDTL and the Territory, the EDTL will not be required to further compensate the Territory for the transfer of the Improvements.

Viewed at 10:10:52 on 31/10/2016 by 32GPL.

(c) The Territory undertakes to do all things necessary, including procuring the agreement and cooperation of any Tenants, Land Underlessees and Land Licensees, to enable the EDTL to enjoy and exercise its rights and interests under this clause 8.6.

9. Tenancy Agreements, Land Underleases and Land Licences

9.1 Tenancy Agreements (Residential)

(a) Subject to the provisions of this clause 9, the EDTL acknowledges that the Territory may grant a Tenancy Agreement provided that the Territory:

(i) ensures that the term of any Tenancy Agreement (including any options) does not exceed the balance of the Term then remaining less 1 day;

(ii) ensures that the Tenancy Agreement is granted in accordance with the requirements of this Housing Management Agreement.

(b) The Territory must use its best endeavours to facilitate the grant of a Tenancy Agreement with all natural persons holding a Tenant's Right of Occupation.

(c) Subject to the terms and conditions of the Tenant's Right of Occupation, the Territory may terminate a Tenant's Right of Occupation provided it has complied with clause 9.1(b).

(d) The Territory must Consult with the Association in relation to housing and tenancy management policies and procedures (at intervals not less than every 6 months), as they relate to the Living Area.

9.2 Grant of Land Underlease

Subject to the EDTL's prior written consent, the Territory may grant a Land Underlease provided that the Territory ensures that:

(a) the term of any Land Underlease (including any options) does not exceed the balance of the Term then remaining less 1 day;

(b) subject to clause 20.3, the Land Underlease expires automatically upon expiration or early determination of this Housing Management Agreement; and

(c) the Land Underlease is granted in accordance with the requirements of this Housing Management Agreement.

9.3 Grant of Land Licence

Subject to the EDTL's prior written consent, the Territory may grant Land Licences provided that the Territory ensures that:

(a) the term of any Land Licence (including options) does not exceed the balance of the Term then remaining less 1 day;

Viewed at 10:10:52 on 31/10/2016 by 32GPL.

(b) subject to clause 20.3 the Land Licence expires automatically upon expiration or early determination of this Housing Management Agreement; and

(c) the Land Licence is granted in accordance with the requirements of this Housing Management Agreement.

9.4 Special condition in relation to underleases to a Territory Entity

(a) For the purposes of this clause 9.4, **Territory Entity** means:

(i) The Chief Executive Officer (Housing);

(ii) The Alice Springs Town Council constituted under the *Local Government Act* (NT); and

(iii) The Power and Water Corporation being a 'Government owned corporation' under the *Government Owned Corporation Act 2001* (NT); or

(iv) a 'Government owned corporation' under the *Government Owned Corporation Act 2001* (NT).

(b) Subject to the requirements of the Lease, the Territory does not require the EDTL's prior written consent for a Land Underlease or a Land Licence to a Territory Entity (except in relation to Community Land).

9.5 No release of liability

(a) The Territory acknowledges that the entry into a Tenancy Agreement or the granting of a Land Underlease or Land Licence pursuant to this clause 9 will not release the Territory from any of its obligations or liabilities under this Housing Management Agreement.

(b) Any act or omission by a Tenant or an invitee of a Tenant that would constitute a breach of this Housing Management Agreement if committed by the Territory is, for the purposes of this Housing Management Agreement, deemed not to be a breach of this Housing Management Agreement.

9.6 Community Land

(a) The Parties acknowledge that under the terms of the Sublease the EDTL may grant the Association an underlease of Community Land.

(b) The Parties further acknowledge that in order for the EDTL to grant an underlease of Community Land to the Association, the relevant area of Community Land will need to be surrendered from this Housing Management Agreement to the extent that it forms part of the Land under this Housing Management Agreement.

(c) For the purposes of this clause 9.6 and if requested by the EDTL, the Territory must execute any document (in a form acceptable to both parties, acting reasonably) required to facilitate the surrender of part of the Land to enable the grant of an underlease of Community Land to the Association.

Viewed at 10:10:52 on 31/10/2016 by 32GPL.

(d) The EDTL will consult with the Territory prior to making a request under clause 9.6(c).

10. Rates, Taxes and Charges

10.1 Outgoings

(a) The Territory must pay on time any Outgoing (or in the Preliminary Housing Management Agreement Year or Final Housing Management Agreement Year, the appropriate part of any Outgoing) whether issued against the Association, the EDTL or the Territory.

(b) Where any Outgoing is issued against the EDTL, the EDTL must give the Territory a copy of the invoice in respect of that Outgoing within 7 Business Days of receiving the invoice.

(c) Where any Outgoing is assessed against the Association and the Association provides a copy of the invoice in respect of that Outgoing to the EDTL, the EDTL must give the Territory a copy of the invoice within 7 Business Days of receiving the invoice from the Association.

(d) The Territory must pay the amounts under this clause 10.1 direct to any Government Agency or other person imposing the charge.

(e) If the Land is not separately assessed for an Outgoing, the Territory must pay the Territory's Percentage of the Outgoing to the EDTL within 7 Business Days of demand.

(f) The Territory must give the EDTL receipts for any Outgoings paid by the Territory upon request by the EDTL.

10.2 Charges for Services

(a) The EDTL is not liable for:

(i) the cost of any Services supplied, metered, consumed or connected to the Land except where the Services are for the benefit of the EDTL; or

(ii) the cost of installing separate meters for any Services capable of being separately metered.

(b) The Territory must pay on time any amounts charged or levied directly upon the Association or the EDTL relating to the use or supply of Services (except where the Services are for the benefit of the Association or the EDTL) direct to any Government Agency or other person imposing the charge.

10.3 Stamp duty

(a) For the avoidance of doubt, the Territory must pay any stamp duty assessed on this Housing Management Agreement.

Viewed at 10:10:52 on 31/10/2016 by 32GPL.

11. GST

(a) Unless otherwise indicated, all consideration for any supply made under this Housing Management Agreement is exclusive of any GST imposed on the supply.

(b) Subject to this clause 11, if one party (**supplier**) makes a taxable supply under this Housing Management Agreement to the other party (**recipient**), the recipient on receipt of a tax invoice from the supplier must pay without setoff an additional amount to the supplier equal to the GST imposed on the supply in question.

(c) No party may claim or retain from another party any amount in relation to a supply made under this Housing Management Agreement for which the first party can obtain an input tax credit or decreasing adjustment.

12. Use of Land

12.1 Permitted Use

The Territory must only use, and permit the use of, the Land:

(a) consistent with the purpose of the Lease; and

(b) for the purpose of the provision of community or public housing services and related Infrastructure (and all purposes incidental thereto)

(**Permitted Use**). At the Commencement Date the purpose of the Lease is Aboriginal Communal Living.

12.2 Compliance with Laws and Planning Scheme

The Territory must comply with all Laws and any Planning Scheme which affect or relate to the Land and the use or occupation of the Land and its Improvements regardless of whether the Law or Planning Scheme requires any, or any combination, of the Territory, the EDTL and the Association or any Third Party to take action, except to the extent that such compliance requires the Territory to undertake structural alterations or additions to Existing Improvements, unless such structural alterations or additions are occasioned or required by reason of:

(a) the nature of the particular business conducted by the Territory in or on the Land; or

(b) any negligence or default of the EDTL.

12.3 Compliance with Lease

(a) If the Lease or Sublease (including clause 17 (Use of Living Area) of the Sublease) restricts or places conditions on any Development, the Territory must comply with those restrictions and conditions as if they were restrictions or conditions under this Housing Management Agreement.

(b) If the Lease places any obligations on the Association, the Territory must comply with those obligations as if they were obligations under this Housing Management Agreement.

Viewed at 10:10:52 on 31/10/2016 by 32GPL.

(c) Clause 12.3(b) does not apply to any obligations in the Lease that require the Association to pay rent or other monies except as otherwise expressly provided in this Housing Management Agreement.

12.4 Compliance with notices

The Territory must comply with all notices, orders and directions issued or given by a Government Agency which affect or relate to the Land or the use or occupation of the Land regardless of whether the notice, order or direction is addressed to or requires compliance by any, or any combination, of the Territory, the EDTL and the Association or any Third Party except:

(a) to the extent that the Association or EDTL is required to comply with any Law; or

(b) to the extent that compliance with the obligation in this clause 12.4 requires the Territory to undertake structural alterations or additions to Existing Improvements, unless such structural alterations or additions are occasioned or required by reason of:

(i) the nature of the particular business conducted by the Territory in or on the Land; or

(ii) any negligence or default of the Territory.

12.5 Notices

A Party which receives a notice, order or direction from a Government Agency which affects or relates to the Land or the use or occupation of the Land must promptly give a copy of that notice, order or direction to the other Parties.

12.6 Roads

The Parties acknowledge that the general Laws of the Northern Territory, or a local government body of the Northern Territory, in relation to the use of public roads should apply to all roads in the Living Area generally used by the occupants of the Living Area, and will make no objection or claim to compensation if those Laws do apply.

13. The Territory's release

13.1 Risk

The Territory:

(a) uses and occupies the Land;

(b) uses the Existing Improvements; and

(c) uses all Services,

at the Territory's own risk.

Viewed at 10:10:52 on 31/10/2016 by 32GPL.

13.2 The Territory releases the EDTL

(a) The Territory releases the EDTL and the EDTL's Agents to the full extent permitted by Law from all claims, liabilities, actions, suits, demands, costs and expenses of every kind resulting from any:

(i) loss of or damage to any property in the Land;

(ii) death or injury of any person occurring on any part of the Land;

(iii) act or omission of the EDTL or the EDTL's Agents in the Land; and

(iv) failure of any of the Services.

(b) The Territory releases and forever discharges the EDTL from any and all liability arising from any disruption to the Territory's use of the Land arising from Works validly undertaken pursuant to clauses 2.2, 8.3(a) and 8.4 including but not limited to any claim for the EDTL's breach of the covenant of quiet enjoyment.

(c) This release will not apply to the extent that any claim, liability, action, suit, demand, cost or expense is caused directly by a deliberate or negligent act or omission of the EDTL or the EDTL's Agents or a breach of the Housing Management Agreement by the EDTL.

14. Insurance

14.1 Obligation to insure the Improvements

The Territory must effect and maintain insurance to cover the Improvements:

(a) against loss destruction or damage for not less than $10,000,000 for any one occurrence; and

(b) with cover which extends to include claim contingencies covering removal of debris or demolition costs and professional fees of not less than $2,000,000 for any one occurrence.

14.2 Obligation to insure for public liability

The Territory must effect and maintain insurance with a limit of not less than $20,000,000 for any one occurrence to cover:

(a) Personal Injury; and

(b) loss destruction or damage to any property.

14.3 Periods of insurance

The insurances referred to in this clause 14 must be:

(a) in force at the Commencement Date;

(b) maintained effective until the expiration or earlier determination of this Housing Management Agreement;

Viewed at 10:10:52 on 31/10/2016 by 32GPL.

(c) maintained for the whole of the Land for the duration of the Territory's occupation of the Land; and

(d) with an insurer approved by the EDTL.

14.4 Insurers and policies

(a) The Territory must:

(i) not alter any insurance policy required under this clause 14 during the Term to the extent such alteration results in the insurance not complying with this clause 14; and

(ii) give immediate notice to the EDTL of any cancellation of any policy.

(b) The EDTL reserves the right to require the Territory to effect and maintain additional insurance or to increase the amount of existing insurance from time to time during the Term where a reasonable requirement to do so can be demonstrated and such insurance is available in the commercial insurance market on commercially reasonable terms and conditions.

(c) All policies of insurance must note the interest of the EDTL.

14.5 The Territory to satisfy itself

The Territory must take responsibility itself for deciding whether to insure any risks which have not been covered by the policies referred to in this clause 14 or to cover any exclusions, conditions or excesses in the policies which it may wish to insure against or cover.

14.6 Insurance policies to waive rights of subrogation

The Territory must ensure that each policy of insurance effected and maintained pursuant to this clause 14 provides that the insurer waives all rights remedies or relief to which it might become entitled by way of subrogation to the Territory as against the EDTL and any successors.

14.7 No limitation

This clause 14 does not detract from any of the Territory's obligations under this Housing Management Agreement.

14.8 Association to prove currency of insurance

The Territory must produce to the EDTL, if required by the EDTL, reasonable proof of the currency of any of the insurances required by this clause 14.

14.9 The Territory's insurance

(a) The Territory confirms that it is a self-insured entity and will remain so for the Term.

(b) The EDTL acknowledges that while the Territory remains self-insured it is not obliged to take out separate policies of insurance to satisfy its obligations under this clause 14.

Viewed at 10:10:52 on 31/10/2016 by 32GPL.

15. Reinstatement

15.1 No obligation to reinstate

Subject to clause 8, neither the EDTL or the Territory has any obligation to reinstate the Land if at any time during the Term any part of the Land is wholly or partly damaged or destroyed or becomes unfit for, or incapable of use or occupation.

15.2 No right to damages

The Territory will not have any right, action or claim for loss, damage or compensation against the EDTL or the EDTL's Agents as a result of damage to or destruction of any part of the Land except to the extent that the damage or destruction is caused or contributed to by a wilful or negligent act or omission of the EDTL or the EDTL's Agents.

16. EDTL's obligations

16.1 Quiet enjoyment

In consideration for the Territory complying with this Housing Management Agreement, the Territory may, subject to any Registered Interest or Right of Occupation, peaceably hold and quietly enjoy the Land during the Term without disturbance or interruption from or by the EDTL or any other person or persons claiming under the EDTL during the Term.

16.2 Produce certificates

The EDTL will procure the production of all necessary certificates as to title upon demand by the Territory to facilitate the registration of this Housing Management Agreement, any Land Underlease and any Land Licence granted by the Territory or any transfer, variation, mortgage, underlease, surrender or other dealing with or involving a Land Underlease or Land Licence.

17. Default

17.1 Occurrence of Default Event

If a Default Event occurs the EDTL may give the Territory a notice in writing:

(a) specifying that a Default Event has occurred;

(b) setting out reasonable details of the event or circumstance constituting the Default Event; and

(c) in the case of a Default Event other than a Financial Default, specifying the Cure Period.

17.2 Financial Default

(a) If the Territory commits a Financial Default and fails to remedy the breach within 40 Business Days after receiving the Default Notice, the EDTL may terminate this Housing Management Agreement 40 Business Days after giving notice of intention to terminate to the Territory subject to clause 17.2(b).

Viewed at 10:10:52 on 31/10/2016 by 32GPL.

(b) The EDTL may not give written notice of intention to terminate to the Territory until it has exhausted the procedures in clause 21.

17.3 Remedies for other Default Events

(a) If the Territory commits a Default Event, other than a Financial Default, then within 20 Business Days of receipt of the Default Notice, the Territory must provide to the EDTL a Cure Plan in respect of that Default Event. The EDTL must not unreasonably refuse a request by the Territory for an extension of time to prepare the Cure Plan.

(b) Following receipt of a Default Notice, the Territory will be permitted to cure the Default Event within the Cure Period and, if applicable, in accordance with the Cure Plan.

(c) If the Territory requires an extension to the Cure Period it may, not later than the expiration of the current Cure Period, provide to the EDTL:

(i) a revised Cure Plan; and

(ii) evidence that:

(A) the Territory has diligently pursued and is continuing to diligently pursue a feasible and practicable programme of rectification; and

(B) the Default Event cannot be (or could not have been), with reasonable diligence, cured within the current Cure Period.

(d) The EDTL must not unreasonably refuse to grant an extension of the Cure Period.

(e) The provisions of this clause 17.3 do not limit or reduce the rights of the EDTL to claim damages for breach of this Housing Management Agreement.

17.4 Remedies for Termination Event

(a) If a Termination Event occurs, then the EDTL will be entitled to:

(i) terminate this Housing Management Agreement 40 Business Days after service of written notice of intention to terminate to the Territory subject to clause 17.4(b); and

(ii) exercise all legal and equitable rights and remedies available to the EDTL (whether under this Housing Management Agreement or otherwise).

(b) If the Termination Event that occurs falls within the scope of paragraph (b) of the definition in clause 1.1 (that is, a fundamental breach of this Housing Management Agreement) and is capable of being remedied, the EDTL may not terminate this Housing Management Agreement if the EDTL, acting reasonably, is satisfied that such breach has been remedied by the Territory prior to the expiration of the notice period specified in clause 17.4(a)(i).

Viewed at 10:10:52 on 31/10/2016 by 32GPL.

17.5 Waiver

If this Housing Management Agreement, or the Territory's right to occupy the Land is terminated for any reason, the Territory waives any rights it might otherwise have to pursue a claim of restitution of any kind including, without limitation, a claim of unjust enrichment.

17.6 Consequences of termination

Upon termination of this Housing Management Agreement, or the Territory's right to occupy the Land (whether through default or expiry or otherwise), the rights and obligations of the Parties will cease except for:

(a) any obligations arising or rights accrued as a result of an existing breach of this Housing Management Agreement; and

(b) any obligations which are expressed to continue in accordance with the terms of this Housing Management Agreement.

18. Overholding

If the Territory remains in occupation of the Land without objection by the EDTL following the expiration or earlier determination of this Housing Management Agreement, then:

(a) the Territory will be deemed to be a monthly tenant upon the same terms and conditions as are contained in this Housing Management Agreement so far as they are applicable to such a tenancy; and

(b) such a tenancy will be determinable by either Party on 1 month's prior written notice.

19. Housing Management Agreement ends if Sublease ends

This Housing Management Agreement will automatically end if the Sublease ends for any reason and this Housing Management Agreement is not novated or assigned pursuant to clause 26.3 of the Sublease. If this Housing Management Agreement ends under this clause, this does not affect rights that arise before, or because of, the ending of this Housing Management Agreement.

20. Obligations on expiration or termination

20.1 Return of Land

The Territory must return the Land to the EDTL at the expiration, surrender or earlier determination of the Territory's occupancy of the Land in a condition consistent with its obligations under this Housing Management Agreement.

20.2 Novation of agreements

(a) Subject to clause 20.3, upon the expiration or earlier determination of this Housing Management Agreement the Territory must, upon the request of the EDTL, use all reasonable endeavours to novate or assign to the EDTL or the EDTL's nominee without payment:

Viewed at 10:10:52 on 31/10/2016 by 32GPL.

(i) any service or maintenance agreement relating to the Land, Improvements or Services (or any part of it) or the benefit of any such agreement; and

(ii) any other agreement solely relating to the Land (or any part of it) or the benefit of any such agreement.

(b) Nothing in this clause 20.2 requires the EDTL to request the novation or assignment of any agreement.

20.3 Novation of Tenancy Agreements, Land Underleases and Land Licences

Prior to or upon the early determination of this Housing Management Agreement:

(a) the Territory must use all reasonable endeavours to novate or assign all Tenancy Agreements, Land Underleases and Land Licences to the EDTL; and

(b) the EDTL must use all reasonable endeavours to enable the Territory to novate or assign all Tenancy Agreements, Land Underleases and Land Licences to the EDTL.

21. Dispute resolution

21.1 Procedure to resolve disputes

If there is a dispute between the Parties relating to or arising out of this Housing Management Agreement, the Parties must use reasonable endeavours acting in good faith to settle the dispute as soon as practicable.

21.2 Continue to perform

Notwithstanding the existence of a dispute, each Party must continue to perform its obligations under this Housing Management Agreement.

22. General

22.1 Amendments

The Parties may from time to time by agreement in writing, amend or vary the provisions of this Housing Management Agreement.

22.2 Nature of obligations

(a) Any provision in this Housing Management Agreement which binds more than one person binds all of those persons jointly and each of them severally.

(b) Each obligation imposed on a Party by this Housing Management Agreement in favour of another is a separate obligation.

22.3 Entire understanding

(a) This Housing Management Agreement contains the entire understanding between the Parties concerning the subject matter of the Housing

Viewed at 10:10:52 on 31/10/2016 by 32GPL.

Management Agreement and supersedes all prior communications between the Parties.

(b) Each Party acknowledges that, except as expressly stated in this Housing Management Agreement, that Party has not relied on any representation, warranty or undertaking of any kind made by or on behalf of the other Party in relation to the subject matter of this Housing Management Agreement.

22.4 No adverse construction

This Housing Management Agreement is not to be construed to the disadvantage of a Party because that Party was responsible for its preparation.

22.5 Further assurances

A Party, at its own expense and within a reasonable time of being requested by another Party to do so, must do all things and execute all documents that are reasonably necessary to give full effect to this Housing Management Agreement.

22.6 No waiver

(a) A failure, delay, relaxation or indulgence by a Party in exercising any power or right conferred on the Party by this Housing Management Agreement does not operate as a waiver of the power or right.

(b) A single or partial exercise of the power or right does not preclude a further exercise of it or the exercise of any other power or right under this Housing Management Agreement.

(c) A waiver of a breach does not operate as a waiver of any other breach.

22.7 Severability

If any provision of this Housing Management Agreement is void, voidable by any party, unenforceable or illegal, it shall be read down so as to be valid and enforceable or if it can not be so read down, the provision (or where possible the offending words), shall be severed from this Housing Management Agreement without affecting the validity, legality or enforceability of the remaining provisions (or parts of those provisions) of this Housing Management Agreement which will continue in full force and effect.

22.8 Successors and assigns

This Housing Management Agreement binds and benefits the Parties and their respective successors and permitted assigns under clause 22.9.

22.9 No assignment without consent of other Parties

A Party cannot assign or otherwise transfer the benefit of this Housing Management Agreement without the prior written consent of each other Party.

22.10 Consents and approvals

Where anything depends on the consent or approval of a Party then, unless this Housing Management Agreement provides otherwise, that consent or approval

Viewed at 10:10:52 on 31/10/2016 by 32GPL.

may be given conditionally or unconditionally or withheld, in the absolute discretion of that Party.

22.11 Costs

Each Party must pay its own legal costs of and incidental to the preparation and completion of this Housing Management Agreement.

22.12 Governing law and jurisdiction

(a) This Housing Management Agreement is governed by and must be construed in accordance with the laws in force in the Northern Territory.

(b) The Parties submit to the exclusive jurisdiction of the courts of that Territory and the Commonwealth of Australia in respect of all matters arising out of or relating to this Housing Management Agreement, its performance or subject matter.

22.13 Notices

Any notice or other communication to or by a Party under this Housing Management Agreement:

(a) may be given by personal service, pre-paid registered post or facsimile;

(b) must be in writing, legible and in English addressed (depending on the manner in which it is given) as set out in Item 4 of the Schedule or to any other address last notified by the Party to the sender by notice given in accordance with this clause;

(c) in the case of a corporation, must be signed by an officer or authorised representative of the sender or in accordance with section 127 of the Corporations Act or section 99-5 of the CATSI Act; and

(d) is deemed to be given by the sender and received by the addressee:

(i) if delivered in person, when delivered to the addressee;

(ii) if posted, 2 Business Days (or 6 Business Days, if posted outside Australia) after the date of posting to the addressee whether delivered or not; or

(iii) if sent by facsimile transmission, on the date and time shown on the transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety and in legible form to the facsimile number of the addressee notified for the purposes of this clause,

but if the delivery or receipt is on a day which is not a Business Day or is after 4.00 pm (addressee's time), it is deemed to have been received at 9.00 am on the next Business Day.

22.14 Counterparts

If this Housing Management Agreement consists of a number of signed counterparts, each is an original and all of the counterparts together constitute the same document.

Viewed at 10:10:52 on 31/10/2016 by 32GPL.

22.15 Conflicting provisions

If there is any conflict between the main body of this Housing Management Agreement and any schedules or annexures comprising it, then the provisions of the main body of this Housing Management Agreement prevail.

22.16 Non merger

A term or condition of, or act done in connection with, this Housing Management Agreement does not operate as a merger of any of the rights or remedies of the Parties under this Housing Management Agreement and those rights and remedies continue unchanged.

22.17 No right of set-off

Unless this Housing Management Agreement expressly provides otherwise, a Party has no right of set-off against a payment due to another Party.

22.18 Payment of interest

Any provision expressed or implied in this Housing Management Agreement obliging the Territory to pay interest on any moneys including the Housing Management Agreement Payment has no effect.

22.19 Relationship of Parties

Unless this Housing Management Agreement expressly provides otherwise, nothing in this Housing Management Agreement may be construed as creating a relationship of partnership, of principal and agent or of trustee and beneficiary.

22.20 Residential Tenancies Act

(a) Notwithstanding any other clause in this Housing Management Agreement, if the Territory or a Tenant does any act in relation to a Tenancy Agreement or a Tenant's Right of Occupation which is required under the *Residential Tenancies Act* (NT), that act does not constitute a breach of this Housing Management Agreement.

(b) If the EDTL exercises a right of access to the Land under this Housing Management Agreement, the EDTL may only access an individual housing lot on the Land provided that such access would not put the Territory in breach of its obligations under any Tenancy Agreement or Tenant's Right of Occupation applicable to that individual housing lot.

22.21 Compliance with Sublease

Notwithstanding any other clause in this Housing Management Agreement, the Territory agrees to do all things necessary to enable the EDTL to comply with its obligations under clause 10.8 (Amendments and termination) of the Sublease.

Viewed at 10:10:52 on 31/10/2016 by 32GPL.

Schedule - Housing Management Agreement particulars

Item:		Particulars:
1.	**Living Area** (clause 1.1)	The whole of the land described in Certificate of Title Volume 192 Folio 020, being Lot 5708 Town of Alice Springs on plan S80/018 a copy of which is annexed at Annexure 1.
2.	**Land** (clause 1.1)	The whole of the Living Area.
3.	**Commencement Date** (clause 1.1)	The date of commencement of the Sublease, being 3 December 2009
4.	**Notices** (clause 22.13)	If to the EDTL: **By Hand** The Executive Director of Township Leasing Level 1 60 Smith Street Darwin NT 0800 **By Post** The Executive Director of Township Leasing GPO Box 3671 Darwin NT 0801
		If to the Territory: **By Hand** Executive Director Land Services 8th Floor, 38 Cavenagh Street Darwin NT 0801 **By Post** Executive Director Land Services GPO Box 1680 Darwin NT 0801 **By Facsimile** Facsimile: (08) 8999 6055

Viewed at 10:10:52 on 31/10/2016 by 32GPL.

Executed as a deed.

Executed by the **Executive Director of Township Leasing** for and on behalf of the **Commonwealth of Australia** in the presence of:

.....
Signature of qualified witness

.....
Signature of Executive Director of Township Leasing

Kym Locke
.....
Name of qualified witness (please print)

PAT WATSON
.....
Name (please print)

Solicitor
.....
Qualification

Phone: (02) 6121 4223
Address: L3 16 Bowes St
.....
Woden ACT
.....
Contact details of qualified witness

3/12/2009
.....
Execution Date

Viewed at 10:10:52 on 31/10/2016 by 32GPL.

SIGNED by the **Chief Executive Officer** of the **Department of Planning and Infrastructure** for and on behalf of the **Northern Territory Of Australia** pursuant to a delegation under the *Contracts Act* in the presence of:

Witness

JACKIE ANTOUN

Print name

A Practitioner of the Supreme Court
of the Northern Territory of Australia
68 The Esplanade, Darwin NT Solicitor
Ph: (08) 8935 7809

Position

Signature

RICHARD HANCOCK

Print name

03/12/09

Date

Viewed at 10:10:52 on 31/10/2016 by 32GPL.

Annexure 1 - Living Area

Viewed at 10:10:52 on 31/10/2016 by 32GPL.

Viewed at 14:05:30 on 18/05/2009 by 69AGS.

Survey Plan S 80/018

SUPERSEDES B.34

446
Dia 273

POWERLINE AND TELECOM CABLE EASEMENT
20m WIDE

5708
2·65 ha.

950
5·78 ha

1323
A 145

1734
S 78/126

5120
S 74/120

STUART HIGHWAY (40·225 WIDE)

DATUM

Note : Powerline and Telecom Cable Easement shown hereon is in favour of the Northern Territory of Australia.

40 20 0 40 80 METRES

SURVEYOR'S CERTIFICATE

I Roland Scott Maddocks
hereby certify that the survey represented on this plan was carried out by me or under my supervision and was completed on 28-5-80
and that this survey has been executed in accordance with the Licensed Surveyors Ordinance 1933-1971 and the Regulations thereunder.

Date 8/4/80 R Maddocks
Licensed Surveyor

SURVEY APPROVED

Date 21-4-81 P Edwards
Surveyor-General

File No S 80/18
Field Book No
ALICE SPRINGS 2000
Index Plan 6NT8 29.29, 29.30.
Drawn B Dyer 4-4-80.
Examined
Dataskin Book No

Passed
Assistant Chief Draftsman
Date 21-4-81

AMENDMENTS				
No	REFERENCE	DETAILS	APPROVED	DATE

LOTS 950 AND 5708

TOWN OF ALICE SPRINGS

LEGEND

AZIMUTH
Assumed Meridian S 78/176

SCALE 1:1000

S. 80 / 18

COPY TO L.T.O. 12-8-81

7. 5. 81

Viewed at 10:10:52 on 31/10/2016 by 32GPL.

00418847

DEPARTMENT OF JUSTICE (ABN 84 085 734 992)
REGISTRAR-GENERAL'S OFFICE
NICHOLS PLACE
GPO BOX 3021

1 OF 3

Priority of Lodgement

Enquiries : 8999 6252

TAX INVOICE (RECEIPT) - OFFICE COPY

Lodging Party:
OFFICE OF TOWNSHIP,
GPO BOX 3671
DARWIN NT 0801

Customer Code:
Self Assessing Code:

Date of Issue 08/09/2011
at 15:48
by JSIA

Application # 00242379

Document Delivery:
OFFICE OF TOWNSHIP
GPO BOX 3671
DARWIN NT 0801

Lodgement No 756450

If paper title exists enter

Volume _____

Folio _____

Description	GST Incl Amount
SUBLEASE (LOT 5708 T/O ALICE SPRINGS)	157.00

Total Cost excl GST	$157.00
Total GST	$0.00
Total Invoice	$157.00

Payment Details

EFT - CREDIT CARD

4031/11

1/23 D

REGISTER BOOK

Volume...192...Folio...20.....

..Deputy Registrar-General

NORTHERN TERRITORY OF AUSTRALIA

SPECIAL PURPOSES LEASE No. 550

The Minister for Lands and Housing in the name of the Territory, and in pursuance of the Special Purposes Leases Act hereby grants to ILYPERENYE ASSOCIATION INCORPORATED care of the Public Officer 4 Elder Street Alice Springs in the Northern Territory of Australia

(who with the Lessee's executors, administrators and assigns is in this lease referred to as "the Lessee") subject to the encumbrances notified hereunder a lease of all that piece or parcel of land containing an area of two and sixty five hundredths hectares or thereabouts and being Lot 5708 Town of Alice Springs as delineated on the plan hereon and therein tinted pink reserving

(a) a right of entry in favour of the Minister, or an officer authorised in writing by the Minister, at all reasonable times and in any reasonable manner, to enter upon the leased land or any part of it and to inspect the leased land or any part of it and any improvements on it;

(b) all minerals and mineral substances in or on the leased land including gold, silver, copper, tin, other metals, ores and substances containing metals, gems, precious stones, coal, shale, mineral oils and valuable earths or substances, together with the right to authorise any persons to enter upon the land to mine, work for, win, recover and remove them or any of them and to do all things necessary or convenient for those purposes;

(c) a power of resumption;

(d) a right of entry and inspection for the purposes of providing and maintaining water, sewer, electricity and other services on the leased land or on other lands

to hold unto the Lessee in perpetuity yielding and paying therefore an annual rental of ten cents if and when demanded by the Minister.

And it is hereby declared that -

The Lessee, having paid all rent due under this lease, may at any time surrender this lease in accordance with the provisions of the said Act and the Regulations thereunder.

If the rent (other than the rent for the first year) is not paid on or before the expiry of three months from the date on which it becomes payable by the Lessee, an additional amount (which will be deemed to be recoverable as rent) at the rate of five per centum per annum from the expiry of that period will become payable by the Lessee in respect of the rent overdue, if demanded by the Minister.

This lease is granted under and subject to the said Act and the Regulations for the time being in force thereunder and is conditional upon compliance by the Lessee with the covenants and conditions to be complied with by the Lessee and may, subject to the Act and the Regulations, be forfeited for non-compliance with any such covenant or condition.

This lease will commence on the tenth day of July One thousand nine hundred and eighty one

CUCL/192/020/

The Lessee covenants with the Minister as follows -

1. That the Lessee will pay the rent annually in advance.

2. That the Lessee will use the land only for the purposes for which it is leased; viz., Aboriginal Communal Living.

3. That the Lessee will pay all rates and taxes which may at any time become due in respect of the leased land.

4. That the Lessee will observe and comply with the Regulations under the said Act for the time being in force.

5. That the Lessee will by the first day of July, 1982 or within such further time as may be approved in writing by the Minister for that purpose, commence to erect improvements on the land suitable to the purpose of the lease with necessary and usual outbuildings and fences and in accordance with plans and specifications prepared by the lessees and previously submitted to and approved by the Minister. Improvements to the value of one hundred thousand dollars will be made by the first day of July, 1983 and completion of all improvements to the total value of not less than two hundred thousand dollars will be made by the first day of July, 1986 or within such further time as may be approved in writing by the Minister for that purpose and in accordance with any Act, Ordinance or Regulation, and will thereafter repair and maintain and keep in repair such improvements all to the satisfaction of the Minister.

6. That the lessee will submit detailed sketch plans for the development of the site to the Planning Branch of the Department of Lands for approval prior to the commencement of development. Such plans will contain details of all intended improvements and proposed landscaping.

7. That all landscaping and revegetation of the land will be in accordance with Plan SP 79/28/38 as drawn by Faehfer-Pulford and Partners and lodged with the Department of Lands dated 30 November, 1979. The area will be revegetated and landscaped with plants and materials approved by the Minister in writing so as to screen accommodation structures from view of the Stuart Highway and all such landscaping will thereafter be maintained to the satisfaction of the Minister.

8. That access onto the lot from the Stuart Highway will be from one point only, at the boundary of the lease to Lot 446, and the remaining boundary with Stuart Highway will be fenced, and such fencing will thereafter be maintained to the satisfaction of the Minister.

9. That the leased land will be dust suppressed and drained for stormwater to the satisfaction of the Minister by the first day of July, 1983 or within such further time as may be approved by the Minister and all such work shall thereafter be maintained to the satisfaction of the Minister.

10. That all internal roads and pathways will be well drained and of good all weather construction and will be maintained to the satisfaction of the Minister.

11. That adequate fire fighting equipment will be provided on the site and will be easily accessible from any development. Such equipment will be approved by the Local Authority and thereafter maintained to the satisfaction of the Minister.

12. That for every ten individual camping sites or part thereof there will be provided the following minimal facilities -

    1 water point
    1 water closet for use by males
    1 urinal
    1 water closet for use by females
    1 shower with hot and cold water, for use by females
    1 shower with hot and cold water, for use by males
    1 handbasin with hot and cold water for each water closet provided
    1 wash trough with hot and cold water.

Viewed at 11:02:11 on 07/02/2017 by 32GPL.

SIGNED SEALED and DELIVERED by MALCOLM DAVID BOUND the Delegate of the Minister

SEAL

In the presence of - L. Thom

IN WITNESS whereof the Common Seal of ILYPERENYE ASSOCIATION INCORPORATED was hereunto affixed the FOURTEENTH day of NOVEMBER ,1981.

ILYPERENYE ASSOCIATION INCORPORATED
COMMON SEAL

In the presence of

BILL GOREY
(Full name in block letters)
COMMITTEE MEMBER

BILL GOREY
(and Signature)

TOPSY WHITE
(Full name in block letters)
COMMITTEE MEMBER

+
(and Signature)

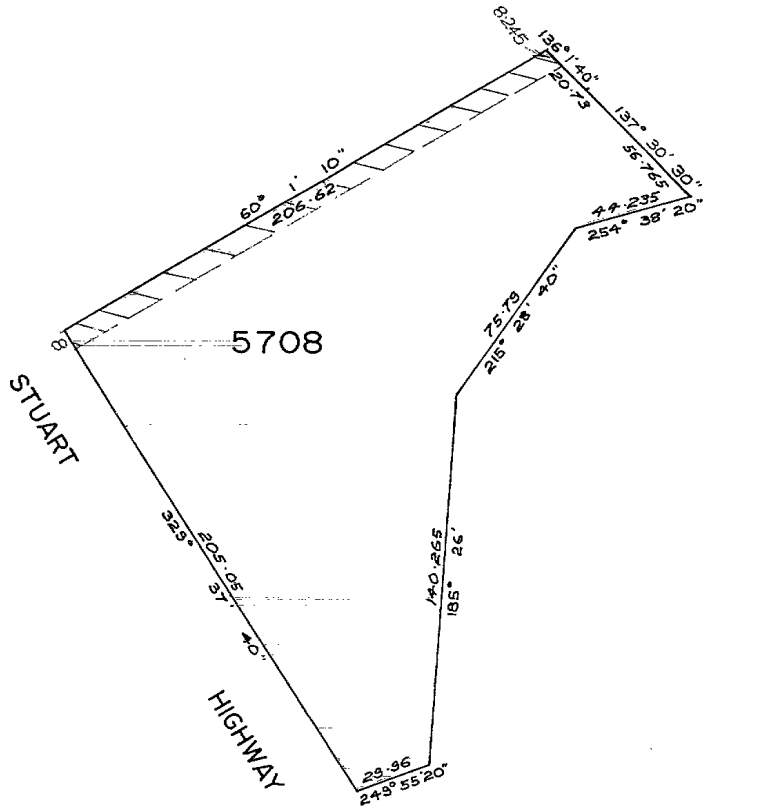
JOHN ARMSTRONG
(Full name in block letters)
COMMITTEE MEMBER

X
(and Signature)

CUCL/192/020/

PLAN REFERRED TO

CUCL/192/020/



Scale 1 : 2000
S. 80/18 Ed PDYM

ENCUMBRANCES REFERRED TO:

As to the land hatched blue on the said plan; any easements, rights, powers or privileges for the purpose of powerline and telecommunications required by the Northern Territory of Australia.

I certify that this Lease is correct for execution.

Surveyor-General, N.T

85/24/81

ABBREVIATIONS

T — Transfer
M — Mortgage
SL — Lease/Sub-lease
CN — Correction/Change Name
TA — Transmission Application
X — Caveat
ND — Notice of Death
W — Warrant or Writ

Delivery Book No.	Nature of Instrument	Registration Number	Date of Registration	Time of Registration	Parties	Signature of Registrar	Discharges and Withdrawals			
							Registration Number	Date of Registration	Time of Registration	Signature of Registrar

A. B. CAUDELL, Government Printer of the Northern Territory

18492 302

Date Registered: 15/02/2011 **Volume** 753 **Folio** 915
Duplicate Certificate as to Title issued? No

SEARCH CERTIFICATE

SPECIAL PURPOSES LEASE 00550

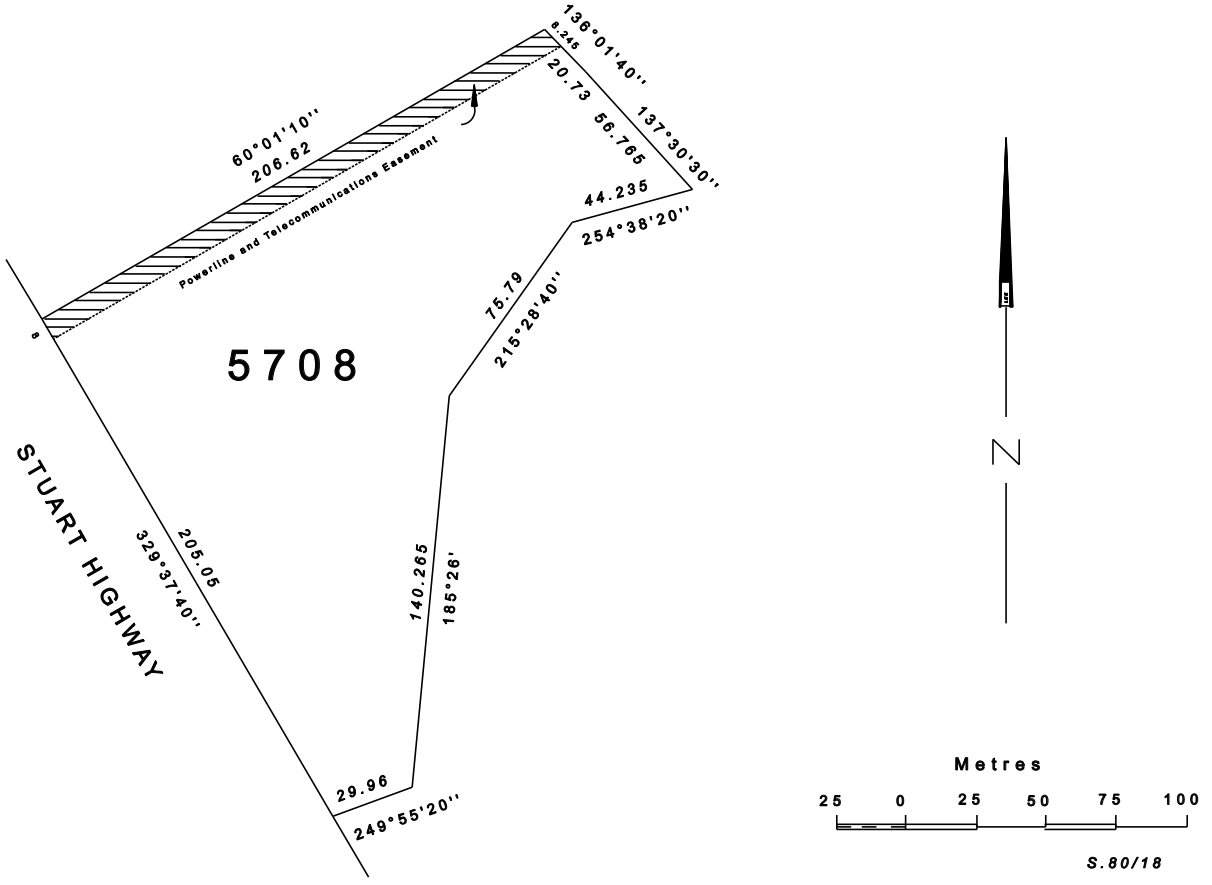
Lot 5708 Town of Alice Springs from plan(s) S 80/018
Area under title is 2 hectares 6500 square metres

Owner:
Ilyperenye Association Incorporated
of C/- Public Officer, 4 Elder Street, Alice Springs NT 0870

Easements:
Power line Easement to Power and Water Authority
Telecommunication Easement to Telecom Australia

Registered Date	Dealing Number	Description
		Previous title is **Register Book**CUCL **Volume** 192 **Folio** 020
13/09/2011	756450	Underlease to Northern Territory of Australia - expiring 02/12/2012 (756315)
09/09/2011	756315	Sublease to Executive Director of Township Leasing - expiring 02/12/2049

End of Dealings



NORTHERN TERRITORY OF AUSTRALIA

Record of Administrative Interests and Information

Record of Administrative Interests and Information
The information contained in this record of Administrative Interests only relates to the below parcel reference.

Parcel Reference: Lot 05708 Town of Alice Springs plan(s) S 80/018

(See section 38 of the Land Title Act)

Note: The Record of Administrative Interests and Information is not part of the Land Register and is not guaranteed by the Northern Territory of Australia, and the NT Government accepts no Liability for any omission, misstatement or inaccuracy contained in this statement.

Registrar General

Government Land Register
(none found)

Custodian - Registrar General (+61 8 8999 6252)

Current Title
CUFT 753 915 (order 1)

Tenure Type
SPECIAL PURPOSES LEASE 550

Tenure Status
Current

Area Under Title
2 hectares 6500 square metres

Owners
Ilyperenye Association Incorporated
C/- Public Officer, 4 Elder Street, Alice Springs NT 0870

Easements
Telecommunication Easement to Telecom Australia
Power line Easement to Power and Water Authority

Scheme Name
(none found)

Scheme Body Corporate Name
(none found)

Reserved Name(s)
(none found)

Unit Entitlements
(none found)

Transfers
(none found)

Tenure Comments
(none found)

Historic Titles
CUCL 192 020 (order 1)
Visit the website http://www.nt.gov.au/justice/bdm/land_title_office/

Custodian - Surveyor General (+61 8 8995 5362)

Address
279 STUART HWY, KILGARIFF

Survey Plan
S 80/018

Survey Status
Approved

Parcel Status
CURRENT

Parcel Area
2 hectares, 6500 square metres

Map Reference
Code 010 Scale 2500 Sheet 29.29
Code 010 Scale 2500 Sheet 29.30

Parent Parcels
(none found)

Parcel Comments
FORMER LOT 1043,PART LOT 950 & ROAD; SPL TO ILYPERENYE ASSOC.INC. S80/18/5. ROAD WITHIN LOT 5708 CLOSED NTG G15 16/04/1981. SEE S2007/033 LOTS 9744(A) TO 9759(A) ALLOCATION OF ADMIN PARCELS UNDER THE CONNECTING NEIGHBOURS INITATIVE (NOT PROCEEDED WITH). ADMINISTRATIVE LOTS 10385 TO 10396 SURVEYED - S2012/16. NTG G27 03/07/2013 P4 NAMING OF PLACE.

Survey Comments
(none found)

Proposed Easements
(none found)

Municipality
ALICE SPRINGS MUNICIPALITY

Region
ALICE SPRINGS

Custodian - Valuer General (+61 8 8943 9193)

Owner's Last Known Address

CEO Housing & Department of Lands and Planning, ATTENTION: CHIEF FINANCE OFFICER, GPO BOX 4621, DARWIN NT 0801

Parcels in Valuation

Lot 05708 Town of Alice Springs

Unimproved Capital Value

$315,000 on 01/07/2015
$347,000 on 01/07/2012
$330,000 on 01/07/2009
$245,000 on 01/07/2006
$180,000 on 01/07/2003
$145,000 on 01/07/2000
$135,000 on 01/07/1997
$100,000 on 01/07/1994
$80,000 on 01/07/1991
$75,000 on 01/01/1989
$75,000 on 01/01/1986

Valuation Improvements

28/05/1990 Ablution block
28/05/1990 House

Custodian - Property Purchasing (+61 8 8999 6631)

Acquisitions

(none found)

Custodian - Building Advisory Service (+61 8 8999 8965)

Building Control Areas

BBASP001 - Building Control Area	ALICE SPRINGS BUILDING AREA

Building Permits

Application Number:	15 of 15
Description:	OT 12 - Demolition of a concrete masonry wall with metal clad roof residential dwelling with new concrete and steel residential 3 bedroom dwelling H2-4AS
Number of Residental Units:	1
Australian Bureau of Statistics Type:	(none found)
Building Class:	Single Dwelling
Area:	(none found)
Certification:	Single Dwelling - Full Code - *issued on* 05/12/2011

Application Number:	14 of 15
Description:	Refurbishment - House 6
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	(none found)
Certification:	Single Dwelling - Full Code - *issued on* 01/02/2012

Application Number:	11 of 15
Description:	Dwelling Alterations [house 2]
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Non-habitable building Single Dwelling
Area:	(none found)
Certification:	Non-habitable building - Full Code - *issued on* 27/09/2011 Single Dwelling - Full Code - *issued on* 27/09/2011

Application Number:	10 of 15
Description:	Dwelling Alterations to Houses 03 & 04 including new kitchens, wet areas, floor linings, windows and doors, air conditioning and heating
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	(none found)
Certification:	Single Dwelling - Full Code - *issued on* 11/12/2009

Application Number:	9 of 15
Description:	House 2, House 5 and House 7 only. Wall Cladding, Awnings and Pergola.
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling

Area:	(none found)
Certification:	Single Dwelling - Full Code - *issued on* 27/01/2009

Application Number:	8 of 15
Description:	Dwelling Alterations
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Kit House
Building Class:	Single Dwelling
Area:	(none found)
Certification:	Single Dwelling - Full Code - *issued on* 02/07/2009

Application Number:	7 of 15
Description:	DWELLING
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Flats or units of one to two storeys
Building Class:	Single Dwelling
Area:	0 square metres
Certification:	Single Dwelling - Full Code - *issued on* 20/03/2003

Application Number:	4 of 15
Description:	ADDITION TO DWELLING
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	14 square metres
Certification:	Single Dwelling - Full Code - *issued on* 25/09/1996

Visit the website http://www.nt.gov.au/building/

Custodian - Town Planning and Development Assessment Services (+61 8 8999 6046)

Planning Scheme Zone
CL (Community Living)

Interim Development Control Orders
(none found)

Planning Notes
(none found)

Planning Applications
(none found)

Custodian - Power and Water Corporation (1800 245 092)

Meters on Parcel

Power Water - Electricity	8
Power Water - Water	9

For Account balances, contact the Power and Water Corporation.

Custodian - Pool Fencing Unit (+61 8 8924 3641)

Swimming Pool/Spa Status
(none found)

For more information, contact the Pool Fencing Unit (+61 8 8924 3641).

Custodian - Mines and Energy (+61 8 8999 5322)

For information on possible Exploration Licences, contact Mines & Energy or visit the website http://www.nt.gov.au/d/Minerals_Energy/

For information on possible Petroleum Titles, contact Mines & Energy for further details.

Custodian - NT Environment Protection Authority (+61 8 8924 4218)

Results of site contamination assessment
(none found)

For further information contact Environment Protection Authority or visit the website https://ntepa.nt.gov.au/waste-pollution/contaminated-land

Custodian - Heritage Branch (+61 8 8999 5039)

Heritage Listing:
(none found)

For further information on heritage places contact Heritage Branch or visit the website http://www.dlpe.nt.gov.au/heritage

Other Interests
For Account balances, contact Alice Springs Town Council


N
446
8288
MORGAN STREET
STUART HIGHWAY
9155
ILPARPA ROAD
5708
950
9156
8170
6768

Inarlenge
(Little Sisters)

Form 32

Section 65

Land Title Act

REGISTRAR-GENERAL'S DIRECTIONS

NORTHERN TERRITORY OF AUSTRALIA

DL007569466D

Dealing Number: 756456 Lodged 12/09/2011 at 15:58:18
Dealing Type: SL By CASH
Volume 753 Folio 919 Fee $157.00 Receipt 397570

Commissioner of Taxes use only (NOTE 1)

SUBLEASE

The owner of the lease subleases to the tenant the estate and interest in the land described and the tenant accepts this sublease of the land for the term and at the rent stipulated and subject to the covenants and conditions contained below or on the back of this document and acknowledges the amount payable or other consideration for the lease. (NOTES 2 – 3)

ESTATE AND INTEREST — Lease being subleased: C LP AS
Number: 01112 (NOTE 4)

Register	Volume	Folio	Location	Lot Description	Plan	Unit
CUFT	753	919	NT Portion	Lot 3701	S72/84	N/A

(NOTE 5)

INTEREST BEING SUBLEASED — ~~That part of the land known as Lot 3701 on Survey Plan S72/84~~, Town ~~of Alice Springs~~ CURRENT OF THE LANDS AS (NOTE 6)

MARKET RENT UNDER THE SUB-LEASE	$1.10 demanded	GST AMOUNT	$0.10
OTHER CONSIDERATION (Include Nil or Nominal Rent)	Nil	GST AMOUNT	Nil

(NOTE 7)

OWNER OF THE LEASE — Inarlenge Community Incorporated, C/- 5 Priest Street, Alice Springs NT 0870 (NOTE 8)

TENANT — Executive Director of Township Leasing, Centraplaza, 16 Bowes Street, Woden ACT 2606 (NOTE 9)

TENANCY — Sole Tenant (NOTE 10)

TERM OF SUBLEASE

Commencing:	Expiring:	Right of Renewal:
3 December 2009	2 December 2049	No

(NOTE 11)

CONSENTS — ~~Nil~~ MINISTER FOR PLANNING + LANDS AS. (NOTE 12)

SEE PAGE 44-46 OF THE ANNEXED PROVISIONS OF SUBLEASE
SIGNED by the Owner

on (Date) .....

In the presence of:

.....

Qualified Witness:

.....

SEE PAGE 44-46 OF THE ANNEXED PROVISIONS OF SUBLEASE
SIGNED by the Tenant

on (Date) .....

In the presence of:

.....

Qualified Witness:

.....

(NOTE 13)

Registered on 13.9.2011 At 10:27

THE NORTHERN TERRITORY OF AUSTRALIA REGISTRAR GENERAL

.....	.....

CONSENT OF INTEREST HOLDERS

Instrument type:	Instrument type: .....
Instrument No:	Instrument No: .....
Name of Parties:	Name of Parties: .....
.....	.....
I the registered proprietor of the interest shown above consent to the registration of this instrument.	I the registered proprietor of the interest shown above consent to the registration of this instrument.
Signed:	Signed: .....
(Date):	(Date): .....
In the presence of:	In the presence of:
.....	.....
Name of Qualified Witness:	Name of Qualified Witness: .....
Address or Telephone No.:	Address or Telephone No.: .....

COVENANTS

It is hereby covenanted by and between the owner of lease and the tenant as follows;

- ☐ To comply with the provisions contained in Memorandum of Common Provisions recorded in the Register as LTO No.
- ☐ The conditions and covenants implied by Sections 117 & 119 *Law of Property Act* shall/shall not apply. (delete one)
- ☐ To comply with the provisions annexed to this lease.

SCHEDULE OF NOTES

1. A sub-lease signed on or after 1 July 2006 is required to be stamped by the Commissioner of Taxes where (i) there is no consideration, or (ii) the consideration is nominal, or (iii) there is valuable consideration other than rent under the lease.
2. This form may be lodged in triplicate and may be adapted for an underlease. The original must be typed or completed in ink or biro. The duplicate and triplicate may be copies of the original but the signatures of all parties and their witnesses must be in ink or biro on all copies. If the words "owners" and "tenant" are considered inappropriate other words (lessor/lessee) may be used. Alterations to information entered on the form should be crossed out (nor erased or obliterated by painting over) and initialled by the parties.
3. If there is insufficient space in any panel use the space above or an annexure sheet (Form 95).
4. Insert the number of the Lease being sub-leased or under-leased.
5. Volume and Folio references must be given together with a description of the location and lot number, unit number and unit plan number if applicable. If a certificate as to title has been issued it must be produced.
6. Insert whole of the land or if part of a lot the instrument of lease must also include a sketch plan identifying the part of the lot drawn to a standard to the Registrar-General's satisfaction, if required by the Registrar-General, a plan of survey identifying the part of the lot; or if required by the *Planning Act*, consent under Part 5 of the *Planning Act*.
7. Pursuant to Section 66 (1)(c) of the *Land Title Act* state whether the rent under the sub-lease is market rent, or nil or nominal rent. Market rent means any rent that is not nominal. A sub-lease for nil or nominal rent or other consideration must show the imprint of the Commissioner of Taxes. For the GST amount, if the sub-lease is subject to the margin scheme and the GST amount is unknown insert "margin scheme" in the box provided. Show the words "Nil" or "Not applicable" if not subject to rent or other consideration.
8. Insert full name of the owner of the lease (namely the tenant under the head lease and not the proprietor of the land). Address is not required.
9. Insert full name of the tenant and an address for the service of notices. The address can be a postal address.
10. If two or more tenants, state whether as joint tenants or tenants in common. If tenants in common, specify shares. If no tenancy is stated, the Registrar-General must register the co-owners as tenants in common pursuant to Section 57(2) of the *Land Title Act*.
11. Details of dates of commencement and expiry must be shown. If there is a right of renewal, show "Yes" (if not) "No".
12. Consents by mortgagee should be provided. A lease or amendment of a lease executed after registration of a mortgage of a lot is valid against the mortgagee only if the mortgagee consents to the lease or amendment before its registration. A lease which has not been consented to by a prior mortgagee will not be protected in the event of the mortgagee exercising the power of sale.
13. Persons who may witness this document are a Commissioner for Oaths, a member of the Legislative Assembly, a legal practitioner within the meaning of the *Legal Practitioners Act*, a person holding office under the *Supreme Court Act*, the *Justices Act*, the *Local Court Act* or the *Registration Act*, a member of the Police Force, a person licensed as a conveyancing agent or real estate agent under the *Agents Licensing Act*, a Notary Public and any other person approved by the Registrar-General.

    A witness to an instrument executed by an individual must first:

    - take reasonable steps to ensure that the individual is the person entitled to sign the instrument;
    - have the individual execute the document in the presence of the witness;
    - not be a party to the instrument; and
    - if witnessing more than one signature, clearly state that he/she has witnessed more than one signature. (ie I have witnessed the two signatures appearing above).

    After signing, witnesses must legibly write, type or stamp their names and contact address or telephone number below their signature.

    For a corporation, an instrument must be executed in a way permitted by law or sealed with the corporation's seal in accordance with the *Law of Property Act*, Section 48.

    For witnessing of instruments executed outside the Northern Territory refer to Schedule 1 of the *Land Title Act* and the Registrar-General's Directions.

PRIVACY STATEMENT – LAND REGISTER FORMS

The Registrar-General's Office is authorised by the *Land Title Act* to collect the information on this form for the establishment and maintenance of the Land Register, which is made available for search by any person, anywhere, including through the Internet, upon payment of a fee. The information is regularly provided to other NT Government agencies, the Australian Valuation Office, local governments, the Australian Bureau of Statistics, the Australian Taxation Office or other Commonwealth Agencies as required or authorised by law, and some private sector organisations for conveyancing, local government, valuation, statistical, administrative and other purposes. The Department of Planning and Infrastructure also uses the information to prepare and sell or licence property sales reports to commercial organisations concerned with the development, sale or marketing of property.

Failure to provide the information in full or in part may prevent your application or transaction being completed.

Your personal information provided on this form can be subsequently accessed by you on request. If you have any queries please contact the Deputy Registrar-General on 8999 5318.

MINISTER FOR PLANNING AND LANDS

PARLIAMENT HOUSE
STATE SQUARE
DARWIN NT 0800

GPO BOX 3146
DARWIN NT 0801
TELEPHONE: (08) 8901 4047
FACSIMILE: (08) 8901 4169

Inarlenge Community Inc.
C/- Tangentyere Council
PO Box 8070
ALICE SPRINGS NT 0871

Attention: David Donald, Housing Manager

Dear Mr ~~Donald~~ David

I hereby consent for a sublease to be registered against Crown Lease in Perpetuity 1112 held by Inarlenge Community Inc.

I am pleased to advise that, in accordance with my power under section 47 of the *Crown Lands Act*, I consent to the registration of the following sublease on Crown Lease in Perpetuity 1112.

Proposed Lessee:	Executive Director of Township Leasing
Tenement:	Lot 3701, Town of Alice Springs Approved survey plan S 72/84
Permitted use:	Aboriginal residential living and ancillary

Yours sincerely

DELIA LAWRIE

29.7.09

Northern Territory Government

Sublease

Inarlenge Community Incorporated

and

Executive Director of Township Leasing

and

Northern Territory of Australia

and

Chief Executive Officer (Housing)

Viewed at 11:10:55 on 31/10/2016 by 32GPL.

Table of Contents

1.	**Definitions and interpretation**	**7**
1.1	Definitions	7
1.2	Interpretation	14
1.3	Transfer of functions	15
1.4	Good faith	15
1.5	Survival	15
2.	**Sublease and reservations**	**16**
2.1	Condition precedent	16
2.2	Grant of Sublease	16
2.3	Reservations	16
3.	**Mutual agreements and declarations**	**17**
4.	**Implied covenants**	**17**
5.	**Sublease Payment**	**17**
6.	**SIHIP Investment**	**17**
7.	**Transition from existing arrangements**	**18**
7.1	Registered Interests	18
7.2	Tenants of Housing Authorities	18
7.3	Services Providers	18
8.	**Access**	**19**
8.1	General	19
8.2	Association's right of access	20
9.	**Improvements**	**20**
9.1	Existing Improvements	20
9.2	Maintenance of Existing Improvements	21
9.3	Works in respect of Existing Improvements	21
9.4	EDTL's Improvements	21
9.5	Ownership of Improvements at the end of the Sublease	21
10.	**Housing Management Agreements, Living Area Underleases and Living Area Licences**	**22**
10.1	Housing Management Agreements	22
10.2	Notification before entering into Housing Management Agreement	22
10.3	Grant of Living Area Underlease	23
10.4	Grant of Living Area Underlease of Community Land	23
10.5	Grant of Living Area Underlease of Vacant Land	23
10.6	Grant of Living Area Licence	24
10.7	No release of liability	25
10.8	Amendments and termination	25

Viewed at 11:10:55 on 31/10/2016 by 32GPL.

Table of Contents (ctd) 3

11.	**Housing Management Tender**	**25**
12.	**Future housing and Infrastructure needs**	**26**
13.	**Home ownership**	**26**
14.	**Rates, Taxes and Charges**	**27**
14.1	Outgoings	27
14.2	Charges for Services	27
14.3	Stamp duty	27
14.4	Association's Administrative costs	27
15.	**Insurance**	**28**
16.	**GST**	**28**
17.	**Use of Living Area**	**28**
17.1	Permitted Use	28
17.2	Compliance with Laws and Planning Scheme	28
17.3	Compliance with Lease	29
17.4	Compliance with notices	29
17.5	Notices	29
17.6	Roads	29
18.	**EDTL's indemnity**	**29**
18.1	Risk	29
18.2	The EDTL indemnifies the Association	30
18.3	The EDTL releases the Association	30
19.	**Reinstatement**	**31**
19.1	No obligation to reinstate	31
19.2	No right to damages	31
20.	**Consultative Forum**	**31**
20.1	Establishment of the Consultative Forum	31
20.2	Purpose of the Consultative Forum	31
20.3	Association nominees to consult with Living Area residents	32
20.4	Power to bind the Parties	32
20.5	EDTL to consult with the Consultative Forum	32
20.6	Conduct of the Consultative Forum	32
20.7	Annual Statement to Consultative Forum	33
21.	**Advisory Housing Forum**	**33**
21.1	Membership of the Advisory Housing Forum	33
21.2	Purpose of the Advisory Housing Forum	33
21.3	Power to bind the Parties	33
21.4	Advisory Housing Forum Meetings	33
22.	**Association's obligations**	**33**
22.1	Quiet enjoyment	33
22.2	Produce certificates	34
23.	**Sublease ends if Lease ends**	**34**
24.	**Default**	**34**
24.1	Occurrence of Default Event	34
24.2	Financial Default	34

Viewed at 11:10:55 on 31/10/2016 by 32GPL.

Table of Contents (ctd) 4

24.3	Remedies for other Default Events	34
24.4	Remedies for Termination Event	35
24.5	Waiver	35
24.6	Consequences of termination	35
25.	**Overholding**	**36**
26.	**Obligations on expiration or termination**	**36**
26.1	Return of Living Area	36
26.2	Novation of agreements	36
26.3	Novation of Housing Management Agreements, Living Area Underleases and Living Area Licences	36
27.	**Renewal**	**36**
27.1	Renewal of Sublease	36
28.	**Dispute resolution**	**37**
28.1	Procedure to resolve disputes	37
28.2	Continue to perform	38
29.	**General**	**38**
29.1	Amendments	38
29.2	Nature of obligations	38
29.3	Entire understanding	38
29.4	No adverse construction	38
29.5	Further assurances	38
29.6	No waiver	38
29.7	Severability	39
29.8	Successors and assigns	39
29.9	No assignment without consent of other Parties	39
29.10	Consents and approvals	39
29.11	Costs	39
29.12	Governing law and jurisdiction	39
29.13	Notices	39
29.14	Counterparts	40
29.15	Conflicting provisions	40
29.16	Non merger	40
29.17	Operation of indemnities	40
29.18	No right of set-off	40
29.19	Payment of interest	40
29.20	Relationship of Parties	41
Schedule - Sublease particulars		**42**

Viewed at 11:10:55 on 31/10/2016 by 32GPL.

Sublease

Date 3 December 2009

Parties

1. Inarlenge Community Incorporated, incorporated under the Associations Act, ABN 14 916 990 466 ("the **Association**")

2. Executive Director of Township Leasing, established by section 20B of the Land Rights Act, on behalf of the Commonwealth of Australia, ABN 36 342 015 855 ("the **EDTL**")

3. Northern Territory of Australia care of the Department of Local Government and Housing, RCG House, 83-85 Smith Street, Darwin 0800 in the Northern Territory of Australia, ABN 84 085 734 992 ("the **Territory**")

4. Chief Executive Officer (Housing) a body corporate sole established under the *Housing Act* (NT) of RCG House, 83-85 Smith Street, Darwin 0800 in the Northern Territory of Australia, ABN 23 912 978 797 ("**Territory Housing**")

(collectively referred to as "the **Parties**")

Background

A. The Association is the registered proprietor of a lease in perpetuity of the Living Area.

B. The parties acknowledge that the residents living on the Alice Springs Living Areas are living in very poor conditions and it is very important to improve the health and standard of living of those residents. The Australian Government and the Northern Territory Government have stated their intention to undertake a capital works program to assist in improving the standard of living of those residents.

C. On 10 July 2008, the Association signed the Agreed Work Plan with Tangentyere Council, the Australian Government and the Territory Government which described the key terms agreed by the parties in relation to the grant of the Sublease.

D. The Australian Government has stated its intention to 'close the 17 year gap' in life expectancy between Indigenous and non-Indigenous Australians, and that this Sublease opens the way for substantial government investment in improved Infrastructure and housing on the Alice Springs Living Areas as a step to achieving this goal.

E. The Australian Government wishes to substantially improve:

   (i) the quality and availability of Infrastructure and housing on the Alice Springs Living Areas;

   (ii) the level of maintenance and repair to the housing and Infrastructure on the Alice Springs Living Areas;

   (iii) the quality of tenancy management on the Alice Springs Living Areas; and

Viewed at 11:10:55 on 31/10/2016 by 32GPL.

(iv) Indigenous employment and training outcomes.

F. To help achieve these aims the Australian Government has requested the grant of this Sublease to the EDTL and has offered to make up to ~~$50 million~~ $88,225,225 funding available via SIHIP in order to upgrade and increase the housing and Infrastructure located on the Alice Springs Living Areas during the 5 years from the commencement of the first Alice Springs Living Area Sublease.

G. The Association has requested that the EDTL enter into the Sublease on behalf of the Commonwealth and administer the Sublease.

H. The Parties have agreed that, on the terms and conditions set out in this Sublease, the Living Area (including all Improvements and Services) will be leased to the EDTL by the Association pursuant to section 46 of the Crown Lands Act.

I. The Parties acknowledge that this Sublease is intended to support development and investment in the Alice Springs Living Areas and improve the housing and Infrastructure in the Alice Springs Living Areas, including by:

(i) the expenditure of up to ~~$50 million~~ $100,000,000 in accordance with SIHIP;

(ii) the development and implementation of policy which has regard to the ongoing Infrastructure and housing needs on the Alice Springs Living Areas;

(iii) improving the quality of design and construction of new housing on the Alice Springs Living Areas;

(iv) improving the quality of housing management in the Alice Springs Living Areas including with respect to tenancy management, repairs and maintenance and tenant consultation and participation having regard to the needs and requirements of the residents of the Alice Springs Living Areas;

(v) increasing the supply of affordable Indigenous rental housing through the expenditure of up to ~~$50 million~~ $100,000,000 in accordance with SIHIP; and

(vii) increasing Indigenous employment and training outcomes.

J. The Parties acknowledge that decisions in relation to the housing, Infrastructure and tenancy management on the Alice Springs Living Areas will be made in consultation with the residents and have regard to the needs and requirements of residents.

K. The Association has received consent from the Northern Territory Minister as required by section 46 of the Crown Lands Act for the grant of this Sublease.

L. The Commonwealth Minister has agreed to the Association's request in accordance with section 20CA of the Land Rights Act.

M. The EDTL is capable of receiving a grant of a sublease pursuant to section 20C of the Land Rights Act.

Viewed at 11:10:55 on 31/10/2016 by 32GPL.

Agreed terms

1. Definitions and interpretation

1.1 Definitions

In this Sublease and in the Background, unless the context requires otherwise:

Aboriginal means a person who is a member of the Aboriginal race of Australia;

Administrative Costs means the reasonable costs of the Association complying with its obligations under the Associations Act to:

(a) maintain a register of members;

(b) maintain records;

(c) prepare reports;

(d) have any reports audited; and

(e) hold an annual general meeting.

Advisory Housing Forum means the Advisory Housing Forum established in accordance with clause 21.1.

Alice Springs Living Area means an area of land referred to in subclause 69(1) to 69(10) or 69(12) to 69(17) of Part 4, Schedule 1 to the *Northern Territory National Emergency Response Act 2007* (Cth) as enacted and the words **Alice Springs Living Areas** have a corresponding meaning;

Alice Springs Living Area Association means a lessor of an Alice Springs Living Area Sublease (and includes the Association);

Alice Springs Living Area Sublease means a sublease of an Alice Springs Living Area granted to the EDTL in accordance with subsection 20CA(2) of the Land Rights Act (and includes this Sublease) and the words **Alice Springs Living Area Subleases** has a corresponding meaning;

Annexure means an annexure to this Sublease;

Association's Agents means the employees, contractors and agents of the Association acting within the scope of their authority as employees, contractors and agents of the Association;

Associations Act means the *Associations Act* (NT);

Building includes:

(a) a structure and part of a building or a structure;

(b) fences, walls, out-buildings, service installations and other appurtenances of a building; or

(c) a boat or a pontoon which is permanently moored or fixed to a building or land;

Viewed at 11:10:55 on 31/10/2016 by 32GPL.

Building Code means the Building Code of Australia developed by the Australian Building Codes Board;

Business Day means a day that is not a Saturday, Sunday, public holiday or bank holiday in Darwin;

CATSI Act means the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth);

Comcover means the Australian Government's general insurance fund known as Comcover;

Commencement Date means the date specified in Item 2 of the Schedule;

Community Land means the land described in Item 4 of the Schedule;

Commonwealth Minister means the Minister for Families, Housing, Community Services and Indigenous Affairs;

Community Service means a service provided to the residents of the Living Area that is funded or approved by the Australian Government, the Northern Territory Government, or the local government for the Living Area or that is otherwise approved by the EDTL;

Construct includes reconstruct or make structural changes and the word **Construction** has a corresponding meaning;

Consult means to:

(a) meet with, as reasonably requested by;

(b) ask views of;

(c) listen to views of; and

(d) have regard to the views of, including taking account of the views, acting reasonably,

the body or person to be or being consulted;

Consultative Forum means the Consultative Forum established under clause 20.1;

Corporations Act means the *Corporations Act 2001* (Cth);

Crown Lands Act means the *Crown Lands Act* (NT);

Cure Period means:

(a) in relation to a Default Event that is a failure by the Territory to expend ~~$50,000,000~~ $100,000,000 under SIHIP inclusive of SIHIP Project Costs on the upgrade and Construction of houses and Infrastructure in the Alice Springs Living Areas in accordance with clause 6(a), a reasonable period of time (not being less than 1 year) within which the Territory must cure the Default Event, in accordance with clause 24.1(a)(iii), including any extensions of that period under clause 24.3; or

Viewed at 11:10:55 on 31/10/2016 by 32GPL.

(b) in relation to any other Default Event (other than a Financial Default), a reasonable period of time within which the Defaulting Party must cure the Default Event, in accordance with clause 24.1(a)(iii), including any extensions of that period under clause 24.3;

Cure Plan means a plan by a Party to remedy a Default Event (other than a Financial Default) which is proposed during the Cure Period and details a work plan setting out each task to be undertaken in order to rectify the material breach and the time for each task to be completed;

Default Event means:

(a) a Financial Default;

(b) a persistent and material failure by the EDTL to comply with this Sublease (other than clause 12);

(c) a failure by the Territory to expend ~~$50,000,000~~ $100,000,000 under SIHIP inclusive of SIHIP Project Costs on the upgrade and Construction of houses and Infrastructure in the Alice Springs Living Areas in accordance with clause 6(a);

(d) a failure by the EDTL to terminate or amend a Housing Management Agreement, Living Area Underlease or Living Area Licence in accordance with clause 10.8;

(e) a failure by the Territory to Call for Tender in accordance with clause 11(a); or

(f) an assignment or other transfer of the benefit of this Sublease by the EDTL contrary to clause 29.9;

Default Notice means a notice given under clause 24.1;

Defaulting Party means:

(a) if the Default Event is an event referred to in paragraphs (a), (b), (d) or (f) of the definition of Default Event, the EDTL;

(b) if the Default Event is an event referred to in paragraphs (c) or (e) of the definition of Default Event, the Territory.

Development includes:

(a) the Construction or exterior alteration or exterior decoration of a Building;

(b) the demolition or removal of a Building or Works;

(c) the Construction or carrying out of Works;

(d) the subdivision or consolidation of land, including Buildings or airspace;

(e) the placing or relocation of a Building or Works; and

(f) the Construction or putting up for display of signs or hoardings;

EDTL Annual Statement has the meaning given to that term in clause 20.7;

Viewed at 11:10:55 on 31/10/2016 by 32GPL.

EDTL's Improvements means all Improvements erected on or attached to the Living Area by:

(a) the EDTL;

(b) any Living Area Underlessee; or

(c) any Living Area Licensee;

after the Commencement Date;

EDTL's Services means all Services installed in or on the Living Area by:

(a) the EDTL;

(b) any Living Area Underlessee; or

(c) any Living Area Licensee;

after the Commencement Date;

Environmental Health Standards means the Environmental Health Standards for Remote Communities in the Northern Territory prepared by Territory Health Services;

Existing Improvements means all Improvements erected on or attached to the Living Area as at the Commencement Date;

Existing Services means all Services on or connected to the Living Area as at the Commencement Date;

Final Sublease Year means the period starting on 1 July immediately before the expiry of the Term or earlier determination of this Sublease and ending on the expiry of the Term or earlier determination of this Sublease;

Financial Default means a failure by the EDTL to pay when due any money which the EDTL is obliged to pay to the Association under this Sublease (excluding a failure to pay the Sublease Payment when due);

Government Agency means any government or any public, statutory, governmental, semi-governmental, local governmental or judicial body, entity, department or authority and includes any self-regulatory organisation established under statute;

GST has the meaning given to that term in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

Housing Area means land in the Living Area which is or is proposed to be used to provide community or public housing;

Housing Authority means a body which provides community or public housing and, for the avoidance of doubt, includes the Territory and may include Tangentyere Council and Central Australian Affordable Housing Corporation;

Housing Management Agreement means a Living Area Underlease or other contract or agreement granted by the EDTL to a Housing Authority to manage or provide community or public housing services and related Infrastructure (and all purposes incidental thereto);

Viewed at 11:10:55 on 31/10/2016 by 32GPL.

Improvements means all Buildings, structures, fixtures, fittings, plant, equipment, partitions, signs or other materials or articles which are erected on or attached to the Living Area;

Infrastructure includes roads, kerbs, gutters and Services;

Insolvency Event means, in relation to a party, any one or more of the following events or circumstances:

(a) being in liquidation or provisional liquidation or under administration;

(b) having a controller or analogous person appointed to it or any of its property;

(c) being taken under section 459F(1) of the Corporations Act to have failed to comply with a statutory demand;

(d) being unable to pay its debts or being otherwise insolvent;

(e) becoming an insolvent under administration, as defined in section 9 of the Corporations Act;

(f) entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors; or

(g) any analogous event or circumstance under the Laws of any jurisdiction,

unless such event or circumstance occurs as part of a solvent reconstruction, amalgamation, compromise, arrangement, merger or consolidation approved by the other party;

Land Rights Act means the *Aboriginal Land Rights (Northern Territory) Act 1976* (Cth);

Law means:

(a) principles of law or equity established by decisions of courts;

(b) statutes, regulations, ordinances or by-laws of the Commonwealth, a State, a Territory or any other Government Agency; and

(c) requirements and approvals (including conditions) of the Commonwealth, a State, a Territory or any other Government Agency that have the force of law;

LEADR means Lawyers Engaged in Alternative Dispute Resolution;

Lease means the lease of the Living Area held by the Association;

Living Area means the land described in Item 1 of the Schedule;

Living Area Licence means a licence granted by the EDTL pursuant to clause 10;

Living Area Licensee means any person who has been granted a Living Area Licence from the EDTL;

Viewed at 11:10:55 on 31/10/2016 by 32GPL.

Living Area Underlease means an underlease granted by the EDTL pursuant to clause 10;

Living Area Underlessee means any person who has been granted a Living Area Underlease from the EDTL;

Municipal Services Provider means a person who provides municipal services in the Living Area;

National Indigenous Housing Guide means the National Indigenous Housing Guide developed by the Department of Families, Housing, Community Services and Indigenous Affairs;

Non Lapsing Caveat means a caveat documented by a Form 78 (an example of which is provided at Annexure 2) which is to be lodged and registered;

Outgoings means all existing and future amounts payable under the Lease (excluding rent but including rates, duties and taxes):

(a) which are properly imposed, charged or levied under statute or by a Government Agency on the Association; or

(b) which a Government Agency properly requires the Association to spend,

and which are:

(c) paid or payable by the Association during a Sublease Year;

(d) in relation to the Living Area or Improvements in the Living Area; and

either capital or non-capital in nature;

PBI Status means an entity that is endorsed as a public benevolent institution under s 123C(1) of the *Fringe Benefits Tax Assessment Act 1986* (Cth) or that is recognised as a charity;

Permitted Use has the meaning given to that term in clause 17.1;

Planning Scheme means any planning scheme under any applicable Law setting the framework for planning the use, development and protection of the Living Area or any part of the Living Area;

Postal Service means the delivery of mail to residents of the Living Area;

Postal Service Provider means a person who provides a Postal Service to the Living Area;

Preliminary Sublease Year means the period starting on the Commencement Date and ending on the following 30 June;

Procurement Process means a process, principle or requirement under any applicable Law setting the framework for procuring property or services, including any Commonwealth or Territory procurement guidelines;

Registered Interest means any interest registered on the certificate of title referred to in Item 1 of the Schedule immediately before the Commencement Date;

Viewed at 11:10:55 on 31/10/2016 by 32GPL.

Requirement means any lawful present or future notices, orders, directions, requirements, statutes, ordinances, proclamations, regulations, schemes, permits, by-laws or other regulatory requirements affecting or relating to the Living Area or the use of the Living Area, irrespective of whether the Requirement is addressed to the EDTL, the Association or any other person;

Right of Occupation means a Tenant's Right of Occupation or a Services Provider's Right of Occupation;

Schedule means the schedule to this Sublease;

Services means all utilities and services on or connected to the Living Area including water, gas, electricity, lighting, sanitation, drainage, stormwater, communication and telecommunication systems and includes all wires, cables, pipes, ducts, conduits, tanks, electrical and mechanical plant and all other ancillary or associated parts and accessories;

Services Provider means a person who provides Services in the Living Area;

Services Provider's Right of Occupation has the meaning given to that term in clause 7.3(a);

SIHIP means the Strategic Indigenous Housing and Infrastructure Program or if that program ceases to exist or is reconstituted, renamed or replaced, the program which most closely has the features of the defunct program;

SIHIP Annual Report has the meaning given to that term in clause 6(f);

SIHIP Design Guidelines means the guidelines set out in the document entitled 'SIHIP Design Guidelines and Performance Specifications' as prepared by the Territory;

SIHIP Project Costs means overheads, administration costs, program costs and project management costs;

Sublease means this sublease including the Schedule and the Annexures;

Sublease Payment has the meaning given to that term in clause 5(a);

Sublease Year means the Preliminary Sublease Year, each 12 month period expiring on 30 June in each year during the Term and the Final Sublease Year;

Subleased Alice Springs Living Areas means all Alice Springs Living Areas over which there is an Alice Spring Living Area Sublease (and includes the Living Area);

Tangentyere Council means Tangentyere Council Incorporated Registration No. 00591C (N.T.);

Tenant's Right of Occupation has the meaning given to that term in clause 7.2(a);

Term has the meaning given to that term in clause 2.2;

Termination Event means:

(a) the occurrence of an Insolvency Event; or

Viewed at 11:10:55 on 31/10/2016 by 32GPL.

(b) the failure to cure a Default Event within the Cure Period;

Third Party means a party other than a Party to this Sublease;

Vacant Land means any land in the Living Area which is not:

(a) subject to a Registered Interest;

(b) subject to a Right of Occupation; or

(c) subject to a Housing Management Agreement, Living Area Underlease or Living Area Licence;

Works includes any change to the natural or existing condition or topography of the land including the removal, destruction or lopping of trees and the removal of vegetation or topsoil.

1.2 Interpretation

In this Sublease, unless the context requires otherwise:

(a) the singular (including the singular of defined terms) includes the plural and vice versa;

(b) reference to a right includes a remedy, authority or power;

(c) the headings are used for convenience only and do not affect the interpretation of this Sublease;

(d) as far as possible all provisions must be construed so as not to be invalid, illegal or unenforceable;

(e) wherever "include" or any form of that word is used, it must be construed as if it were followed by "(without being limited to)";

(f) reference to a thing is a reference to all or part of that thing;

(g) unless the context requires or is otherwise stated in this Sublease, a Party's obligations must be performed at that Party's own cost;

(h) a gender includes the other genders;

(i) other grammatical forms of defined words or expressions have corresponding meanings;

(j) a reference to a document includes the document as modified from time to time and any document replacing it;

(k) if something is to be or may be done on a day that is not a Business Day then it must be done on the next Business Day;

(l) the word "person" includes a natural person and any body or entity whether incorporated or not;

(m) the word "month" means calendar month and the word "year" means 12 months;

Viewed at 11:10:55 on 31/10/2016 by 32GPL.

(n) the words "in writing" include any communication sent by letter, facsimile transmission or email or any other form of communication capable of being read by the recipient;

(o) a reference to all or any part of a statute, rule, regulation or ordinance (**statute**) includes that statute as amended, consolidated, re-enacted or replaced from time to time;

(p) a reference to a party includes a reference to the party's respective successors and permitted assigns;

(q) money amounts are stated in Australian currency unless otherwise specified;

(r) a reference to any agency or body, if that agency or body ceases to exist or is reconstituted, renamed or replaced or has its powers or functions removed (**defunct body**), means the agency or body which performs most closely the functions of the defunct body;

(s) reference in this Sublease to a Living Area Underlessee or the holder of a Living Area Underlease is, where the Living Area Underlessee has granted a further estate or interest in the relevant area of the Living Area, to be taken to include a reference to such an underlessee or any person claiming an estate or interest in land through such Living Area Underlessee, or a licensee of the Living Area Underlessee, or any person claiming a licence through such Living Area Underlessee;

(t) reference in this Sublease to a Living Area Licensee or the holder of a Living Area Licence is, where the Living Area Licensee has granted a further licence in the relevant area of the Living Area, to be taken to include a reference to any such sublicensee or any person claiming a licence in land through such a Living Area Licensee; and

(u) this Sublease operates as a deed.

1.3 Transfer of functions

(a) The EDTL acknowledges that the Association may be reconstituted, renamed or replaced and that some or all of the powers, functions or responsibilities of the Association may be transferred to or vested in another entity.

(b) If the Association is reconstituted, renamed or replaced or if some or all of its powers, functions or responsibilities are transferred to or vested in another entity, references in this Sublease to the Association must be deemed to refer, as applicable, to that reconstituted, renamed or new entity to the extent that the entity has assumed or has had transferred to or vested in it those powers, functions or responsibilities.

1.4 Good faith

The Parties must act reasonably and in good faith in performing their respective obligations under this Sublease.

1.5 Survival

In addition to this clause 1, the following clauses survive the expiration or earlier determination of this Sublease: clauses 18, 19, 24, 25, 26, 28 and 29.

Viewed at 11:10:55 on 31/10/2016 by 32GPL.

2. Sublease and reservations

2.1 Condition precedent

(a) This Sublease is conditional upon one of the following conditions being satisfied by 30 September 2009, or such later date as the Parties agree:

(i) at least ten (10) of the Alice Spring Living Areas (including the Living Area) are the subject of a written agreement in the form of a sublease between the registered proprietor of the Alice Springs Living Area and the EDTL, the Commonwealth or the Territory to grant a leasehold interest of the whole of the Alice Springs Living Area to the EDTL, the Commonwealth or the Territory (as the case may be) for a minimum term of 40 years; or

(ii) the Commonwealth Minister has determined in writing that there are appropriate tenure arrangements in place in the Alice Springs Living Areas (or some of them) to facilitate SIHIP investment.

(b) This Sublease commences on the date on which clause 2.1(a) is satisfied.

(c) If clause 2.1(a) is satisfied, the EDTL must give the Association a notice stating that clause 2.1(a) is satisfied and the date on which clause 2.1(a) was satisfied.

(d) This Sublease may be secured by a Non Lapsing Caveat until this Sublease is registered or the time for satisfaction of the condition precedent referred to in clause 2.1(a) (**Condition Precedent**) has expired, whichever occurs first. The Association consents to the lodgement and registration of a Non Lapsing Caveat. If requested by the EDTL, the Association will provide its consent in a Form 93 (an example of which is provided at Annexure 3). If the EDTL lodges a Non Lapsing Caveat and the Condition Precedent is not satisfied within the time required by clause 2.1(a) then the EDTL must, immediately after the time for satisfaction of the Condition Precedent has expired, cause the Non Lapsing Caveat to be removed.

2.2 Grant of Sublease

(a) The Association grants to the EDTL a sublease of the Living Area, subject to and concurrent with any Registered Interests and any Rights of Occupation, commencing on the Commencement Date, for a term of 40 years (**Term**).

(b) The EDTL accepts the grant of a sublease of the Living Area upon these terms and otherwise subject to the provisions of this Sublease.

(c) For the avoidance of doubt, the sublease of the Living Area includes a sublease of all Existing Improvements and Existing Services.

2.3 Reservations

The EDTL acknowledges that the Lease contains reservations to the Territory and that this Sublease is subject to those reservations.

Viewed at 11:10:55 on 31/10/2016 by 32GPL.

3. Mutual agreements and declarations

The Association and the EDTL mutually agree and declare that:

(a) the Association may enter into a sublease pursuant to section 46 of the Crown Lands Act and exercise all the powers of a sublessor under this Sublease; and

(b) the EDTL may enter into a sublease pursuant to section 20C of the Land Rights Act and exercise all the powers of a sublessee under this Sublease including granting Living Area Underleases and Living Area Licences.

4. Implied covenants

The covenants, powers and provisions implied in leases under any relevant legislation are hereby expressly excluded except to the extent that they are expressly embodied in this Sublease or to the extent only that it would be unlawful to exclude any such covenant, power or provision.

5. Sublease Payment

(a) The EDTL must pay the Association $1 if demanded by the Association (**Sublease Payment**).

(b) The EDTL must pay the Sublease Payment within 30 Business Days of receiving notice of a demand by the Association.

6. SIHIP Investment

(a) The Territory must expend ~~$50,000,000~~ $100,000,000 under SIHIP inclusive of SIHIP Project Costs on the upgrade and Construction of houses and Infrastructure in the Alice Springs Living Areas within 5 years of the commencement of the first Alice Springs Living Area Sublease. The Parties acknowledge and agree that ~~$50,000,000~~ $100,000,000 inclusive of SIHIP Project Costs represents the entire amount that the Territory must expend pursuant to the Alice Springs Living Area Subleases (including this Sublease), regardless of how many Alice Springs Living Area Subleases are entered into.

(b) The expenditure in clause 6(a) is conditional upon the Territory having access arrangements to the Alice Springs Living Areas (whether by way of leases, licences or other arrangements) that are suitable to it, to permit it to carry out the upgrade and Construction of houses and Infrastructure.

(c) Nothing in clause 6(a) requires the Territory to make any expenditure under SIHIP on the upgrade and Construction of houses and Infrastructure in the Living Area.

(d) The Territory must ensure that the SIHIP consultation processes occur in respect of the Alice Springs Living Areas in relation to the expenditure pursuant to clause 6(a).

(e) All upgrades and Construction of houses under SIHIP will be in accordance with the SIHIP Design Guidelines.

Viewed at 11:10:55 on 31/10/2016 by 32GPL.

(f) The Territory must provide a report (**SIHIP Annual Report**) within 6 months of the end of each Sublease Year in which the Territory has expended money under SIHIP on the upgrade and Construction of houses and Infrastructure in the Alice Springs Living Areas in accordance with clause 6(a). The SIHIP Annual Report must include details of expenditure under SIHIP on the upgrade and Construction of houses and Infrastructure in the Alice Springs Living Areas during the previous Sublease Year.

7. Transition from existing arrangements

7.1 Registered Interests

The Parties acknowledge that this Sublease is subject to any Registered Interests.

7.2 Tenants of Housing Authorities

(a) The Parties acknowledge that some natural persons (**Tenants**) were in occupation of land in the Living Area immediately before the Commencement Date under an arrangement or understanding with a Housing Authority. The Parties agree that such persons have the right to continue to occupy and use that land, and the Improvements on it, on the same terms and conditions as at the Commencement Date but subject to the terms of this Sublease (**Tenant's Right of Occupation**).

(b) Subject to the terms of any Housing Management Agreement from time to time, the Parties acknowledge that any money in the nature of rent or licence fees payable to the Housing Authority under or in connection with the Tenant's Right of Occupation is payable to the EDTL from the Commencement Date.

(c) Subject to the terms and conditions of a Tenant's Right of Occupation, the EDTL, or if there is a Housing Management Agreement the Housing Authority, may terminate a Tenant's Right of Occupation provided that the EDTL or Housing Authority (as the case may be) has used their best endeavours to facilitate the grant of a tenancy agreement to the person holding the Tenant's Right of Occupation.

7.3 Services Providers

(a) The Parties acknowledge that some Services Providers were in occupation of land in the Living Area immediately before the Commencement Date. The Parties agree that such Services Providers have the right to continue to occupy and use that land, and the Improvements on it, on the same terms as at the Commencement Date, but subject to the terms of this Sublease (**Services Provider's Right of Occupation**).

(b) The Parties acknowledge that any money in the nature of rent or licence fees payable to the Association under or in connection with the Services Provider's Right of Occupation is payable to the EDTL from the Commencement Date.

(c) The EDTL may give a Services Provider notice that it wishes to formalise their Services Provider's Right of Occupation by the grant of a Living Area Underlease or Living Area Licence.

Viewed at 11:10:55 on 31/10/2016 by 32GPL.

(d) Following the issue of a notice pursuant to clause 7.3(c), the EDTL must use its best endeavours to accommodate the grant of such a Living Area Underlease or Living Area Licence within 6 months.

(e) Unless a Living Area Underlease or Living Area Licence is granted by the EDTL to the Services Provider, or some other agreement is reached with the Services Provider, and provided the EDTL has complied with clauses 7.3(a) to 7.3(d) to the extent reasonably possible, the EDTL may serve the Services Provider with a notice (**Services Provider Termination Notice**) that the Services Provider's Right of Occupation under clause 7.3(a) will terminate on a date to be specified in the Services Provider Termination Notice being not less than 2 months after service of the notice (**Services Provider Termination Date**). The Services Provider Termination Date may be extended by the EDTL by notice. Unless otherwise mutually agreed, the Services Provider's Right of Occupation will terminate at 5:00 pm (Alice Springs time) on the Services Provider Termination Date.

(f) The Parties agree that they will use their best endeavours to negotiate (for a reasonable period of time) an agreement with Services Providers relating to Services, including giving any rights of access and other interests required to facilitate the provision of the Services, as each party considers appropriate. An agreement with a Services Provider may modify, replace or override the terms of a Services Provider's Right of Occupation.

8. Access

8.1 General

(a) The Association and the EDTL undertake that they will do all things reasonably necessary to enable the EDTL to enjoy and exercise its rights, title and interests under this Sublease.

(b) Subject to the terms of this Sublease and any Living Area Underlease or Living Area Licence, the Association and the EDTL undertake that they will do all things reasonably necessary to enable Living Area Underlessees, Living Area Licensees and persons holding Rights of Occupation to enjoy and exercise their rights, title and other interests under their Living Area Underleases, Living Area Licences and Rights of Occupation.

(c) The Association and the EDTL undertake that they will do all things reasonably necessary to enable persons to enter the Living Area to conduct their legitimate business in or on the Living Area, but so that any such access shall not interfere with the enjoyment and exercise of the rights, title and other interests of Living Area Underlessees, Living Area Licensees and persons holding Rights of Occupation.

(d) Without limiting clause 8.1(c), the Association and the EDTL undertake that they will do all things reasonably necessary to enable:

(i) a person to enter the Living Area (at reasonable times) to provide a Community Service in or on the Living Area;

(ii) Tangentyere Council to enter the Living Area (at reasonable times) to complete the initial upgrade works in or on the Living

Viewed at 11:10:55 on 31/10/2016 by 32GPL.

Area in accordance with the funding agreement between Tangentyere Council and Territory Housing dated 5 September 2008;

(iii) a Municipal Services Provider to enter the Living Area (at reasonable times) to provide municipal services in or on the Living Area; and

(iv) a Postal Service Provider to enter the Living Area (at reasonable times) to provide a Postal Service in or on the Living Area,

but so that any such access shall not interfere with the enjoyment and exercise of the rights, title and other interests of Living Area Underlessees, Living Area Licensees and persons holding Rights of Occupation.

8.2 Association's right of access

(a) The Association may so often as it reasonably requires (at reasonable times and on reasonable notice) enter the Living Area to make reasonable investigations as the Association may deem necessary for the purpose of ascertaining whether or not there has been any breach of any of the terms, covenants or conditions expressed or implied in this Sublease.

(b) Nothing in this clause 8.2 permits the Association to enter an individual housing lot unless such entry is in accordance with:

(i) a Law;

(ii) the terms or conditions of the relevant lease, licence, Right of Occupation, statutory occupation right or other occupancy right granted to the tenant for the purpose of residential housing, or

(iii) with the consent of the person who holds the relevant lease, licence, Right of Occupation, statutory occupation right or other occupancy right granted to the tenant for the purpose of residential housing.

9. Improvements

9.1 Existing Improvements

(a) Existing Improvements subject to a Registered Interest will remain subject to the terms of that Registered Interest, for the period of the Registered Interest.

(b) Existing Improvements subject to a Right of Occupation are included in that Right of Occupation, for the period of that Right of Occupation.

(c) Subject to clauses 9.1(a) and 9.1(b), and any other relevant Law, all Existing Improvements are the property of the Association during the Lease, and are the subject of this Sublease.

Viewed at 11:10:55 on 31/10/2016 by 32GPL.

9.2 Maintenance of Existing Improvements

(a) Subject to clause 9.2(b), the EDTL will be under no obligation under this Sublease to maintain, repair or replace any Existing Improvements, or to compensate the Association or any other person for damage to or destruction of Existing Improvements.

(b) If the Lease requires the Association to maintain, repair or replace any Existing Improvements, the EDTL must maintain, repair or replace those Existing Improvements.

(c) The EDTL may alter, remove or demolish the Existing Improvements.

9.3 Works in respect of Existing Improvements

(a) The Association reserves the right to carry out any Works in respect of the Existing Improvements that may be required to comply with any applicable Law, Planning Scheme or Requirement which are not the responsibility of the EDTL or which are the responsibility of the EDTL but with which the EDTL fails to comply.

(b) The Association may exercise its rights under clause 9.3(a):

(i) on giving prior reasonable written notice (except in the case of an emergency when no notice will be required);

(ii) at reasonable times; and

(iii) if reasonably required by the EDTL, accompanied by a person appointed by the EDTL.

(c) The EDTL must pay to the Association on demand charges for all Works carried out by the Association under clause 9.3(a) in circumstances where the EDTL is obliged to carry out the Works under this Sublease but has failed to do so.

(d) This clause 9.3 does not apply to the extent that Works are, or are proposed to be, carried out in respect of Existing Improvements on land that is the subject of a Living Area Underlease to the Association.

9.4 EDTL's Improvements

(a) Subject to the Law, the Planning Scheme and the terms of this Sublease, the EDTL may erect, install, alter, remove, refurbish and demolish EDTL's Improvements and EDTL's Services in, on or under the Living Area provided that any upgrades or Construction of houses are in accordance with the Building Code and have regard to the Environmental Health Standards and the National Indigenous Housing Guide.

(b) During the Term, all EDTL's Improvements and EDTL's Services will remain the property of the EDTL who is responsible for their maintenance, repair and replacement.

9.5 Ownership of Improvements at the end of the Sublease

(a) At the expiry or sooner determination of this Sublease, all Improvements and Services (including EDTL's Improvements and EDTL's Services) will as between the Association and the EDTL, subject to any continuing

Viewed at 11:10:55 on 31/10/2016 by 32GPL.

Registered Interest referred to in clause 9.1(a), any continuing Right of Occupation referred to in clause 9.1(b) and any other relevant continuing right, title or other interest, be the property of the Association in consideration of the sum of $1, if demanded by the EDTL.

(b) Subject to any agreements in writing between the Association and the EDTL, the Association will not be required to further compensate the EDTL for the transfer of the Improvements.

(c) The EDTL undertakes to do all things necessary, including procuring the agreement and cooperation of any Living Area Underlessee or Living Area Licensee, to enable the Association to enjoy and exercise its rights and interests under this clause 9.5.

10. Housing Management Agreements, Living Area Underleases and Living Area Licences

10.1 Housing Management Agreements

(a) The EDTL must use its best endeavours to ensure that there is a Housing Management Agreement to enable a Housing Authority to provide housing services to Aboriginals in the Living Area.

(b) Subject to the provisions of this clause 10, the EDTL may enter into a Housing Management Agreement if the Housing Management Agreement is with:

(i) the Territory or Territory Housing; or

(ii) a Housing Authority other than the Territory or Territory Housing and has been approved by the Territory and it will commence after the third anniversary of this Sublease.

(c) The EDTL must:

(i) include a clause in each Housing Management Agreement which requires the Housing Authority to Consult with the Association in relation to housing and tenancy management policies and procedures (at intervals of not less than every 6 months), as they relate to the Living Area; and

(ii) procure that the relevant Housing Authority complies with its obligations under the Housing Management Agreement including the clause described in clause 10.1(c)(i) above.

10.2 Notification before entering into Housing Management Agreement

(a) The EDTL must notify the public of a proposal to enter into a Housing Management Agreement during the 10th, 20th and 30th years of this Sublease.

(b) Notification under clause 10.2(a) requires the EDTL to place such notice in the local newspaper, a national newspaper and other media as the EDTL considers appropriate in the circumstances to bring the proposed Housing Management Agreement to the attention of Housing Authorities who may wish to enter into a Housing Management Agreement with the EDTL.

Viewed at 11:10:55 on 31/10/2016 by 32GPL.

(c) A Housing Authority with a bona fide interest in entering into a Housing Management Agreement (**Interested Housing Authority**) with the EDTL has 20 Business Days from the date of the notice or such longer time as is specified in the notice to notify the EDTL of that interest.

(d) The EDTL may, in accordance with clause 10.1(b), enter into a Housing Management Agreement with an Interested Housing Authority that has notified the EDTL under clause 10.2(c).

10.3 Grant of Living Area Underlease

(a) Subject to the provisions in this clause 10, the Association acknowledges that the EDTL may grant Living Area Underleases provided that the EDTL ensures that:

(i) if the Living Area Underlease will commence before the third anniversary of this Sublease, it is granted to:

(A) the Territory or Territory Housing;

(B) a Services Provider; or

(C) the Association or the Association's nominee;

(ii) the term of any Living Area Underlease (including any options) does not exceed the balance of the Term then remaining less 1 day;

(iii) subject to clause 26.3, the Living Area Underlease expires automatically upon expiration or early determination of this Sublease;

(iv) the Living Area Underlease is granted in accordance with the requirements of this Sublease; and

(v) each Living Area Underlessee observes and complies with its obligations under its Living Area Underlease.

10.4 Grant of Living Area Underlease of Community Land

The EDTL may grant a Living Area Underlease of the Community Land to the Association.

10.5 Grant of Living Area Underlease of Vacant Land

(a) The Association or the Association's nominee (**Applicant**) may request the EDTL to grant it a Living Area Underlease of Vacant Land in the Living Area.

(b) A request under clause 10.5(a) must include details of:

(i) the proposed use of the Vacant Land;

(ii) the business case for the proposed use of the Vacant Land; and

(iii) how the Applicant will finance the proposed use of the Vacant Land.

Viewed at 11:10:55 on 31/10/2016 by 32GPL.

(c) The EDTL must give reasonable consideration to a request made under clause 10.5(a).

(d) If having considered a request made under clause 10.5(a) the EDTL is satisfied that:

(i) there is a good business case for the proposed use of the Vacant Land;

(ii) the Applicant has sufficient finances for the proposed use of the Vacant Land;

(iii) the Vacant Land is not required for any other purpose; and

(iv) the grant of a Living Area Underlease of the Vacant Land to the Applicant would be appropriate having regard to the objectives set out in paragraph I of the Background,

the EDTL must negotiate in good faith (for a reasonable period of time) for the grant of a Living Area Underlease of the Vacant Land to the Applicant on reasonable terms.

(e) The EDTL must not grant a Living Area Underlease to the Applicant over a Housing Area without the consent of the Territory.

(f) Nothing in this clause 10.5 prevents the EDTL from considering a request for a Living Area Underlease from a person other than the Association or the Association's nominee.

10.6 Grant of Living Area Licence

(a) Subject to the provisions in this clause 10, the Association acknowledges that the EDTL may grant Living Area Licences provided that the EDTL ensures that:

(i) if the Living Area Licence will commence before the third anniversary of this Sublease, it is granted to:

(A) the Territory or Territory Housing;

(B) a Services Provider;

(C) the Association or the Association's nominee;

(ii) the term of any Living Area Licence (including options) does not exceed the balance of the Term then remaining less 1 day;

(iii) subject to clause 26.3, the Living Area Licence expires automatically upon expiration or early determination of this Sublease;

(iv) the Living Area Licence is granted in accordance with the requirements of this Sublease; and

(v) each Living Area Licensee observes and complies with its obligations under its Living Area Licence.

Viewed at 11:10:55 on 31/10/2016 by 32GPL.

10.7 No release of liability

The EDTL acknowledges that the granting of a Living Area Underlease or Living Area Licence pursuant to this clause 10 will not release the EDTL from any of its obligations or liabilities under this Sublease.

10.8 Amendments and termination

The Association may, by written direction to the EDTL, demand that the EDTL amend or terminate any Housing Management Agreement, Living Area Underlease or Living Area Licence not granted in accordance with this Sublease. The EDTL must terminate or amend (as the case may be) any Housing Management Agreement, Living Area Underlease or Living Area Licence not granted in accordance with this Sublease if directed to do so by the Association.

11. Housing Management Tender

(a) The Territory must call for tender for the provision of housing management services in the Subleased Alice Springs Living Areas within 2 years and 6 months of the commencement of the first Alice Springs Living Area Sublease (**Call for Tender**).

(b) The Territory must, in consultation with the Department of Families, Housing, Community Services and Indigenous Affairs of the Commonwealth of Australia, assess any tender received by a person (**Tenderer**) in response to the Call For Tender on the basis of:

(i) the Tenderer's corporate governance;

(ii) the Tenderer's capacity and demonstrated ability to:

(A) provide public housing services;

(B) maintain and repair existing houses;

(C) facilitate the Construction of new houses;

(D) ensure that compliance with the terms and conditions on which public housing services are provided to persons is maximised;

(iii) the Procurement Process; and

(iv) such other matters as the Territory determines are relevant to the provision of public housing.

(c) Subject to clause 11(d), the Territory may enter into a contract for the provision of housing management services in the whole or part of the Subleased Alice Springs Living Areas (**Contract**) with the most appropriate Tenderer having regard to its assessment under clause 11(b). The Contract will provide for the Tenderer to provide housing management services as an independent contractor and if the Tender has PBI Status the Contract must not oblige the Tenderer to pay rates or taxes.

Viewed at 11:10:55 on 31/10/2016 by 32GPL.

(d) If after making an assessment under clause 11(c) the Territory considers that it is not appropriate to enter into a Contract with any Tenderer, the Territory may decide:

(i) not to enter into a Contract with any Tenderer; and

(ii) to conduct a further tender; or

(iii) to provide housing management services in the Subleased Alice Springs Living Areas through Territory Housing or directly itself.

(e) The Territory does not have to comply with this clause 11 to the extent that it is inconsistent with a Procurement Process.

(f) If the Territory has entered into a Contract with a Tenderer pursuant to clause 11(c), the EDTL must negotiate in good faith with the Tenderer (for a reasonable period of time) for the grant of a Housing Management Agreement on reasonable terms in accordance with clause 10.1(b) over the whole or part of the Living Area as the case may be.

(g) The Territory shall not be taken to have complied with this clause 11 unless the Commonwealth Minister has determined, in writing, that the Call For Tender conducted by the Territory was open and competitive.

12. Future housing and Infrastructure needs

(a) The Department of Families, Housing, Community Services and Indigenous Affairs of the Commonwealth of Australia will have regard to the continuing housing and Infrastructure needs in the Alice Springs Living Areas in developing and applying new Australian Government policy in relation to Indigenous housing and Infrastructure, subject to the availability of funding and the housing, Infrastructure and other need elsewhere in Australia.

(b) To inform the Department of Families, Housing, Community Services and Indigenous Affairs of the Commonwealth of Australia's regard to the continuing housing and Infrastructure needs in the Alice Springs Living Areas, the Territory will commission an independent review of housing and Infrastructure needs on a 3 yearly basis. Such a review will include:

(i) details of capital works carried out during the reporting period including detail of the works undertaken and the associated expenditure; and

(ii) identification of outstanding housing and associated Infrastructure needs including the priority of the needs and an estimate of cost based on the market rate at the time of the review.

The 3 yearly report will be made available by the Territory to the Association on request within a reasonable time, subject to any privacy or confidentiality obligations on the Territory.

13. Home ownership

(a) The Parties agree to develop guidelines (**Home Ownership Guidelines**) to enable Aboriginal people to acquire long-term secure tenure in respect

Viewed at 11:10:55 on 31/10/2016 by 32GPL.

of individual houses and the related land area to the extent such arrangements are permitted by the Lease and any applicable Law.

(b) The Parties intend that the Home Ownership Guidelines will provide for the apportionment of any purchase price between the Parties.

14. Rates, Taxes and Charges

14.1 Outgoings

(a) The EDTL must pay on time any Outgoing (or in the Preliminary Sublease Year or Final Sublease Year, the appropriate part of any Outgoing) whether issued against the Association or the EDTL.

(b) Where any Outgoing is issued against the Association, the Association must give the EDTL a copy of the invoice in respect of that Outgoing within 7 Business Days of receiving the invoice.

(c) The EDTL must pay the amounts under this clause 14.1 direct to any Government Agency or other person imposing the charge on time.

(d) The EDTL must give the Association receipts for any Outgoings paid by the EDTL upon request by the Association.

(e) Nothing in this clause 14.1 prevents the EDTL from recovering Outgoings from any Living Area Underlessee or Living Area Licensee, including, if applicable, the Association.

14.2 Charges for Services

(a) The Association is not liable for:

(i) the cost of any Services supplied, metered, consumed or connected to the Living Area except where the Services are for the benefit of the Association; or

(ii) the cost of installing separate meters for any Services capable of being separately metered.

(b) The EDTL must pay on time any amounts charged or levied directly upon the Association relating to the use or supply of Services (except where the Services are for the benefit of the Association) direct to any Government Agency or other person imposing the charge.

(c) Nothing in this clause 14.2 prevents the EDTL from recovering amounts relating to the use or supply of services from any Living Area Underlessee or Living Area Licensee, including, if applicable, the Association.

14.3 Stamp duty

For the avoidance of doubt, the EDTL must pay any stamp duty assessed on this Sublease.

14.4 Association's Administrative costs

The Administrative Costs incurred by the Association will be born by the EDTL.

Viewed at 11:10:55 on 31/10/2016 by 32GPL.

15. Insurance

(a) Subject to clause 15(b), the EDTL will self insure with Comcover during the Term in respect of the following:

(i) the Improvements; and

(ii) public risk in relation to the Living Area.

(b) Nothing in this clause 15 requires the EDTL to self insure with Comcover in respect of any Improvements if the Improvements are the subject of a Housing Management Agreement, Living Area Underlease or Living Area Licence which requires the Housing Authority, Living Area Lessee or Living Area Licensee, as the case may be, to effect and maintain insurance in relation to the Improvements.

16. GST

(a) Subject to this clause 16, all taxes, duties and government charges imposed in Australia or overseas in connection with this Sublease must be borne by the EDTL.

(b) Unless otherwise indicated, all consideration for any supply made under this Sublease is exclusive of any GST imposed on the supply.

(c) Subject to this clause, if one party (**supplier**) makes a taxable supply under this Sublease to another party (**recipient**), any party providing consideration for the supply must pay on demand without setoff an additional amount to the supplier equal to the GST imposed on the supply by reference to the consideration provided by that party.

(d) No party may claim or retain from another party any amount in relation to a supply made under this Sublease for which the first party can obtain an input tax credit or decreasing adjustment.

17. Use of Living Area

17.1 Permitted Use

The EDTL must only use, and permit the use of, the Living Area for any use consistent with the purpose of the Lease and including the development of the Living Area for the benefit of current and future residents (**Permitted Use**). At the Commencement Date the purpose of the Lease is Aboriginal residential living area and ancillary.

17.2 Compliance with Laws and Planning Scheme

The EDTL must comply with all Laws and any Planning Scheme which affect or relate to the Living Area and the use or occupation of the Living Area and its Improvements regardless of whether the Law or Planning Scheme requires either or both of the EDTL and the Association or any Third Party to take action, except to the extent that such compliance requires the EDTL to undertake structural alterations or additions to the Existing Improvements, unless such structural alterations or additions are occasioned or required by reason of:

(a) the nature of the particular business conducted by the EDTL in the Living Area; or

Viewed at 11:10:55 on 31/10/2016 by 32GPL.

(b) any negligence or default of the EDTL.

17.3 Compliance with Lease

(a) If the Lease restricts or places conditions on any Development, the EDTL must comply with those restrictions and conditions as if they were restrictions or conditions under this Sublease.

(b) If the Lease places any obligations on the Association, the EDTL must comply with those obligations as if they were obligations under this Sublease.

(c) Clause 17.3(b) does not apply to any obligations in the Lease that require the Association to pay rent or other monies except as otherwise expressly provided in this Sublease.

17.4 Compliance with notices

The EDTL must comply with all notices, orders and directions issued or given by a Government Agency which affect or relate to the Living Area or the use or occupation of the Living Area regardless of whether the notice, order or direction is addressed to or requires compliance by either or both of the EDTL and the Association or any Third Party except:

(a) to the extent that the Association is required to comply with any Law; or

(b) to the extent that compliance with the obligation in this clause 17.4 requires the EDTL to undertake structural alterations or additions to the Existing Improvements, unless such structural alterations or additions are occasioned or required by reason of:

(i) the nature of the particular business conducted by the EDTL in or on the Living Area; or

(ii) any negligence or default of the EDTL.

17.5 Notices

A Party which receives a notice, order or direction from a Government Agency which affects or relates to the Living Area or the use or occupation of the Living Area must promptly give a copy of that notice, order or direction to the other Parties.

17.6 Roads

The Parties acknowledge that the general Laws of the Northern Territory, or a local government body of the Northern Territory, in relation to the use of public roads should apply to all roads in the Living Area generally used by the occupants of the Living Area, and will make no objection or claim to compensation if those Laws do apply.

18. EDTL's indemnity

18.1 Risk

The EDTL:

Viewed at 11:10:55 on 31/10/2016 by 32GPL.

(a) uses and occupies the Living Area;

(b) uses the Existing Improvements; and

(c) uses all Services,

at the EDTL's own risk.

18.2 The EDTL indemnifies the Association

(a) Subject to the terms of this Sublease, the EDTL must indemnify and keep indemnified the Association against all actions, claims, losses, demands, damages, liabilities, suits, costs and expenses for which it is liable (including legal costs on a full indemnity basis) resulting from:

(i) any damage or loss of property; and

(ii) the death of or injury to any person,

which is or may be suffered or sustained in the Living Area, whether occupied by the EDTL or not, in circumstances which relate in any way to the use and occupation of the Living Area.

(b) This indemnity will not apply to the extent that the action, claim, loss, demand, damage, liability, suit, cost or expense is caused by a deliberate or negligent act or omission of the Association.

(c) This indemnity will not apply to the extent that any claim, liability, action, suit, demand, cost or expense results from any:

(i) loss of or damage to any property in land within the Living Area;

(ii) death or injury of any person occurring on any part of land within the Living Area;

(iii) failure of any of the Services in, on or under land within the Living Area,

if that land is the subject of a Living Area Underlease to the Association.

18.3 The EDTL releases the Association

(a) The EDTL releases the Association and the Association's Agents to the full extent permitted by Law from all claims, liabilities, actions, suits, demands, costs and expenses of every kind resulting from any:

(i) loss of or damage to any property in the Living Area;

(ii) death or injury of any person occurring on any part of the Living Area;

(iii) act or omission of the Association or the Association's Agents in the Living Area; and

(iv) failure of any of the Services.

(b) The EDTL releases and forever discharges the Association from any and all liability arising from any disruption to the EDTL's use of the Living

Viewed at 11:10:55 on 31/10/2016 by 32GPL.

Area arising from Works undertaken pursuant to clause 9.3 including but not limited to any claim for the Association's breach of the covenant of quiet enjoyment.

(c) This release will not apply to the extent that any claim, liability, action, suit, demand, cost or expense is caused by a deliberate or negligent act or omission of the Association or the Association's Agents.

(d) This release will not apply to the extent that any claim, liability, action, suit, demand, cost or expense results from any:

(i) loss of or damage to any property in land within the Living Area;

(ii) death or injury of any person occurring on any part of land within the Living Area;

(iii) failure of any of the Services in, on or under land within the Living Area,

if that land is the subject of a Living Area Underlease to the Association.

19. Reinstatement

19.1 No obligation to reinstate

Subject to clause 9.2(b), neither the Association or the EDTL has any obligation to reinstate the Living Area if at any time during the Term any part of the Living Area is wholly or partly damaged or destroyed or becomes unfit for, or incapable of use or occupation.

19.2 No right to damages

The EDTL will not have any right, action or claim for loss, damage or compensation against the Association as a result of damage to or destruction of any part of the Living Area except to the extent that the damage or destruction is caused or contributed to by a wilful or negligent act or omission of the Association or the Association's Agents.

20. Consultative Forum

20.1 Establishment of the Consultative Forum

(a) The Parties agree that there will be a Consultative Forum for the Alice Springs Living Area Subleases.

(b) Immediately after the execution of the first Alice Springs Living Area Sublease, the EDTL must establish a Consultative Forum.

(c) The Consultative Forum will comprise a maximum of 6 members, being 1 nominee of the EDTL and 5 nominees of the Alice Springs Living Area Associations.

20.2 Purpose of the Consultative Forum

The purpose of the Consultative Forum is to:

Viewed at 11:10:55 on 31/10/2016 by 32GPL.

(a) facilitate communications and to discuss land use and other issues arising in relation to the performance of Alice Springs Living Area Subleases having regard to the interests of Alice Springs Living Area Associations and other legitimate community interests; and

(b) perform other functions as agreed by the Parties from time to time.

20.3 Association nominees to consult with Living Area residents

The members of the Consultative Forum who are nominees of the Alice Springs Living Area Associations will consult with residents of the Subleased Alice Springs Living Areas in relation to the business of the Consultative Forum.

20.4 Power to bind the Parties

(a) The Consultative Forum does not have the power to bind the Parties to this Sublease.

(b) A member of the Consultative Forum does not have the power to bind the Party who appointed him or her.

20.5 EDTL to consult with the Consultative Forum

(a) The EDTL must Consult with the Consultative Forum in relation to:

(i) the future development of the Subleased Alice Springs Living Areas including the housing and Infrastructure needs of the Subleased Alice Springs Living Areas;

(ii) Housing Management Agreements or Living Area Underleases which the EDTL proposes to grant, other than a Housing Management Agreement to the Territory or Territory Housing that will commence within the first 3 years of this Sublease; and

(iii) material contracts which the EDTL proposes to enter into relating to the Subleased Alice Springs Living Areas.

(b) The EDTL may consult with the Consultative Forum in relation to any other matter related to the administration of this Sublease.

(c) The EDTL must have due regard to any recommendation of the Consultative Forum.

20.6 Conduct of the Consultative Forum

(a) The EDTL must convene:

(i) the first meeting of the Consultative Forum within 6 months of the commencement of the first Alice Springs Living Area Sublease; and

(ii) meetings of the Consultative Forum no less frequently than every 6 months during the Term of this Sublease.

(b) Subject to clause 20.6(a), meetings of the Consultative Forum are to be convened and conducted in accordance with the Consultative Forum Rules prepared in reasonable form by the EDTL and amended from time to time by the Consultative Forum (**Consultative Forum Rules**).

Viewed at 11:10:55 on 31/10/2016 by 32GPL.

(c) The reasonable costs of the Consultative Forum will be borne by the EDTL.

20.7 Annual Statement to Consultative Forum

The EDTL will provide a statement (**EDTL Annual Statement**) to the Consultative Forum within 6 months of the end of each Sublease Year providing details of the EDTL's revenue and expenses in relation to the Subleased Alice Springs Living Areas during the previous Sublease Year.

21. Advisory Housing Forum

21.1 Membership of the Advisory Housing Forum

(a) The Parties agree that there will be an Advisory Housing Forum for the Alice Springs Living Area Subleases.

(b) The Advisory Housing Forum will comprise 3 members, being 1 nominee of the Commonwealth of Australia, 1 nominee of the Territory and 1 nominee of Tangentyere Council.

21.2 Purpose of the Advisory Housing Forum

The purpose of the Advisory Housing Forum is to facilitate communications between the Commonwealth of Australia, the Territory and Tangentyere Council in relation to tenancy management issues in the Subleased Alice Springs Living Areas.

21.3 Power to bind the Parties

(a) The Advisory Housing Forum does not have the power to bind the Parties to this Sublease.

(b) A member of the Advisory Housing Forum does not have the power to bind the Party who appointed him or her.

21.4 Advisory Housing Forum Meetings

(a) The Advisory Housing Forum will meet quarterly.

(b) Meetings of the Advisory Housing Forum are to be convened and conducted in accordance with the rules (if any) determined by the Advisory Housing Forum from time to time.

22. Association's obligations

22.1 Quiet enjoyment

If the EDTL pays the Sublease Payment (if demanded) and otherwise complies with the terms of this Sublease, the EDTL may, subject to any Registered Interest, peaceably hold and quietly enjoy the Living Area during the Term without disturbance or interruption from or by the Association or any other person or persons claiming under the Association during the Term.

Viewed at 11:10:55 on 31/10/2016 by 32GPL.

22.2 Produce certificates

The Association will promptly produce all necessary certificates as to title upon demand by the EDTL to facilitate the registration of this Sublease, any Housing Management Agreement, any Living Area Underlease and any Living Area Licence granted by the EDTL or any transfer, variation, mortgage, underlease, surrender or other dealing with or involving a Housing Management Agreement, Living Area Underlease or Living Area Licence.

23. Sublease ends if Lease ends

This Sublease will automatically end if the Lease ends for any reason. If this Sublease ends under this clause, this does not affect rights that arise before, or because of, the ending of this Sublease.

24. Default

24.1 Occurrence of Default Event

(a) If a Default Event occurs the Association may give the Defaulting Party a notice in writing:

(i) specifying that a Default Event has occurred;

(ii) setting out reasonable details of the event or circumstance constituting the Default Event; and

(iii) in the case of a Default Event other than a Financial Default, specifying the Cure Period.

(b) If the Defaulting Party is the Territory, the Association must give the EDTL a copy of the Default Notice within 5 Business Days of providing the Default Notice to the Territory.

24.2 Financial Default

(a) If the EDTL commits a Financial Default and fails to remedy the breach within 40 Business Days after receiving the Default Notice, the Association may terminate this Sublease 40 Business Days after giving written notice of intention to terminate to the EDTL subject to clause 24.2(b).

(b) The Association may not give written notice of intention to terminate to the EDTL until it has exhausted the procedures in clause 28.

24.3 Remedies for other Default Events

(a) If a Defaulting Party commits a Default Event, other than a Financial Default, then within 20 Business Days of receipt of the Default Notice, the Defaulting Party must provide to the Association a Cure Plan in respect of that Default Event. The Association must not unreasonably refuse a request by the Defaulting Party for an extension of time to prepare the Cure Plan.

(b) Following receipt of a Default Notice, the Defaulting Party will be permitted to cure the Default Event within the Cure Period and, if applicable, in accordance with the Cure Plan.

Viewed at 11:10:55 on 31/10/2016 by 32GPL.

(c) If the Defaulting Party requires an extension to the Cure Period it may, not later than the expiration of the current Cure Period, provide to the Association:

(i) a revised Cure Plan; and

(ii) evidence that:

(A) the Defaulting Party has diligently pursued and is continuing to diligently pursue a feasible and practicable programme of rectification; and

(B) the Default Event cannot be (or could not have been), with reasonable diligence, cured within the current Cure Period.

(d) The Association must not unreasonably refuse to grant an extension of the Cure Period.

(e) If the Defaulting Party commits a Default Event in relation to the Living Area and the Default Event is not cured within the Cure Period then the Defaulting Party commits a Termination Event.

(f) The provisions of this clause 24.3 do not limit or reduce the rights of the Association to claim damages for breach of this Sublease.

24.4 Remedies for Termination Event

(a) If a Termination Event occurs, then the Association will be entitled to:

(i) terminate this Sublease 40 Business Days after service of written notice of intention to terminate to the EDTL, subject to clause 24.2(b); and

(ii) exercise all legal and equitable rights and remedies available to the Association (whether under this Sublease or otherwise).

(b) The Association may not give written notice of intention to terminate to the EDTL until it has exhausted the procedures in clause 28.

24.5 Waiver

If this Sublease, or the EDTL's right to occupy the Living Area is terminated for any reason, the EDTL waives any rights it might otherwise have to pursue a claim of restitution of any kind including, without limitation, a claim of unjust enrichment.

24.6 Consequences of termination

Upon termination of this Sublease, or the EDTL's right to occupy the Living Area (whether through default or expiry or otherwise), the rights and obligations of the Parties will cease except for:

(a) any obligations arising or rights accrued as a result of an existing breach of this Sublease; and

(b) any obligations which are expressed to continue in accordance with the terms of this Sublease.

Viewed at 11:10:55 on 31/10/2016 by 32GPL.

25. Overholding

If the EDTL remains in occupation of the Living Area without objection by the Association following the expiration or earlier determination of this Sublease, then:

(a) the EDTL will be deemed to be a biannual tenant upon the same terms and conditions as are contained in this Sublease so far as they are applicable to such a tenancy; and

(b) such a tenancy will be determinable by either Party on 6 month's prior written notice.

26. Obligations on expiration or termination

26.1 Return of Living Area

The EDTL must return the Living Area to the Association at the expiration, surrender or earlier determination of the EDTL's occupancy of the Living Area in a condition consistent with its obligations under this Sublease.

26.2 Novation of agreements

(a) Subject to clause 26.3, upon the expiration or earlier determination of this Sublease the EDTL must, upon the request of the Association, use all reasonable endeavours to novate or assign to the Association or the Association's nominee without payment:

(i) any service or maintenance agreement relating to the Living Area, Improvements or Services (or any part of it) or the benefit of any such agreement; and

(ii) any other agreement solely relating to the Living Area (or any part of it) or the benefit of any such agreement.

(b) Nothing in this clause 26.2 requires the Association to request the novation or assignment of any agreement.

26.3 Novation of Housing Management Agreements, Living Area Underleases and Living Area Licences

Prior to or upon the early determination of this Sublease:

(a) the EDTL must use all reasonable endeavours to novate or assign all Housing Management Agreements, Living Area Underleases and Living Area Licences to the Association; and

(b) the Association must use all reasonable endeavours to enable the EDTL to novate or assign all Housing Management Agreements, Living Area Underleases and Living Area Licences to the Association.

27. Renewal

27.1 Renewal of Sublease

The Parties agree to negotiate in good faith for the renewal of this Sublease not later than 20 years before the end of the Term.

Viewed at 11:10:55 on 31/10/2016 by 32GPL.

28. Dispute resolution

28.1 Procedure to resolve disputes

(a) If there is a dispute between the Parties relating to or arising out of this Sublease, the Parties must use reasonable endeavours acting in good faith to settle the dispute as soon as practicable.

(b) If a dispute relating to or arising under this Sublease is not resolved within 25 Business Days (or such longer period as agreed between the Parties) after notice by one Party to the other of the nature of the dispute, the Parties will submit the matter to mediation on the following terms:

(i) the mediator will be chosen by the Parties within 10 Business Days (or such longer period agreed between the Parties) and appointed within a further 5 Business Days (or such longer period agreed between the Parties);

(ii) in the absence of agreement by the Parties as to the mediator, either Party may apply to the President of LEADR to appoint a mediator who must be appointed within 10 Business Days (or such longer period agreed between the Parties) of the application;

(iii) the Parties must endeavour to procure that a mediator appointed under subparagraph 28.1(b)(i) or 28.1(b)(ii):

(A) assists the Parties to reach a resolution of the dispute by agreement;

(B) acts impartially and ensures that each Party has a clear understanding of the other Party's points of view to enable proposals to be formulated for settlement of the dispute;

(C) does not make his or her personal or professional views known to the Parties or give any professional advice to a Party;

(D) is entitled to terminate the mediation if, after consultation with the Parties, the mediator forms the view that the mediation process is exhausted; and

(E) does not impose a solution on the Parties and any suggestion made during the course of the mediation by the mediator will not be binding on a Party;

(iv) each Party may appoint a person, including a legally qualified person, to represent it or assist it in the mediation;

(v) each Party will bear its own costs relating to the preparation for and attendance at the mediation;

(vi) the costs of the mediator will be borne equally between the Parties; and

(vii) the mediation process will cease if the dispute has not been settled within 20 Business Days of the mediator being appointed, or such longer time as may be agreed by the Parties.

Viewed at 11:10:55 on 31/10/2016 by 32GPL.

(c) A Party may not commence court proceedings in relation to a dispute arising in connection with this Sublease until it has exhausted the procedures in this clause 28 unless the Party seeks appropriate injunctive or other interlocutory relief to preserve property or rights or to avoid losses that are not compensable in damages.

28.2 Continue to perform

Notwithstanding the existence of a dispute, each Party must continue to perform its obligations under this Sublease.

29. General

29.1 Amendments

The Parties may from time to time by agreement in writing, amend or vary the provisions of this Sublease.

29.2 Nature of obligations

(a) Any provision in this Sublease which binds more than one person binds all of those persons jointly and each of them severally.

(b) Each obligation imposed on a Party by this Sublease in favour of another is a separate obligation.

29.3 Entire understanding

(a) This Sublease contains the entire understanding between the Parties concerning the subject matter of the Sublease and supersedes all prior communications between the Parties.

(b) Each Party acknowledges that, except as expressly stated in this Sublease, that Party has not relied on any representation, warranty or undertaking of any kind made by or on behalf of the other Party in relation to the subject matter of this Sublease.

29.4 No adverse construction

This Sublease is not to be construed to the disadvantage of a Party because that Party was responsible for its preparation.

29.5 Further assurances

A Party, at its own expense and within a reasonable time of being requested by another Party to do so, must do all things and execute all documents that are reasonably necessary to give full effect to this Sublease.

29.6 No waiver

(a) A failure, delay, relaxation or indulgence by a Party in exercising any power or right conferred on the Party by this Sublease does not operate as a waiver of the power or right.

(b) A single or partial exercise of the power or right does not preclude a further exercise of it or the exercise of any other power or right under this Sublease.

Viewed at 11:10:55 on 31/10/2016 by 32GPL.

(c) A waiver of a breach does not operate as a waiver of any other breach.

29.7 Severability

If any provision of this Sublease is void, voidable by any party, unenforceable or illegal, it shall be read down so as to be valid and enforceable or if it can not be so read down, the provision (or where possible the offending words), shall be severed from this Sublease without affecting the validity, legality or enforceability of the remaining provisions (or parts of those provisions) of this Sublease which will continue in full force and effect.

29.8 Successors and assigns

This Sublease binds and benefits the Parties and their respective successors and permitted assigns under clause 29.9.

29.9 No assignment without consent of other Parties

(a) A Party cannot assign or otherwise transfer the benefit of this Sublease without the prior written consent of each other Party.

(b) An assignment or transfer of the benefit of this Sublease without the prior written consent of each other Party is invalid.

29.10 Consents and approvals

Where anything depends on the consent or approval of a Party then, unless this Sublease provides otherwise, that consent or approval may be given conditionally or unconditionally or withheld, in the absolute discretion of that Party.

29.11 Costs

Each Party must pay its own legal costs of and incidental to the preparation and completion of this Sublease.

29.12 Governing law and jurisdiction

(a) This Sublease is governed by and must be construed in accordance with the laws in force in the Northern Territory.

(b) The Parties submit to the exclusive jurisdiction of the courts of that Territory and the Commonwealth of Australia in respect of all matters arising out of or relating to this Sublease, its performance or subject matter.

29.13 Notices

Any notice or other communication to or by a Party under this Sublease:

(a) may be given by personal service, pre-paid registered post or facsimile;

(b) must be in writing, legible and in English addressed (depending on the manner in which it is given) as set out in Item 3 of the Schedule or to any other address last notified by the Party to the sender by notice given in accordance with this clause;

Viewed at 11:10:55 on 31/10/2016 by 32GPL.

(c) in the case of a corporation, must be signed by an officer or authorised representative of the sender or in accordance with section 127 of the Corporations Act or section 99-5 of the CATSI Act; and

(d) is deemed to be given by the sender and received by the addressee:

(i) if delivered in person, when delivered to the addressee;

(ii) if posted, 2 Business Days (or 6 Business Days, if posted outside Australia) after the date of posting to the addressee whether delivered or not; or

(iii) if sent by facsimile transmission, on the date and time shown on the transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety and in legible form to the facsimile number of the addressee notified for the purposes of this clause,

but if the delivery or receipt is on a day which is not a Business Day or is after 4.00 pm (addressee's time), it is deemed to have been received at 9.00 am on the next Business Day.

29.14 Counterparts

If this Sublease consists of a number of signed counterparts, each is an original and all of the counterparts together constitute the same document.

29.15 Conflicting provisions

If there is any conflict between the main body of this Sublease and any schedules or annexures comprising it, then the provisions of the main body of this Sublease prevail.

29.16 Non merger

A term or condition of, or act done in connection with, this Sublease does not operate as a merger of any of the rights or remedies of the Parties under this Sublease and those rights and remedies continue unchanged.

29.17 Operation of indemnities

Unless this Sublease expressly provides otherwise:

(a) each indemnity in this Sublease survives the expiry or termination of this Sublease; and

(b) a Party may recover a payment under an indemnity in this Sublease before it makes the payment in respect of which the indemnity is given.

29.18 No right of set-off

Unless this Sublease expressly provides otherwise, a Party has no right of set-off against a payment due to another Party.

29.19 Payment of interest

Any provision expressed or implied in this Sublease obliging the EDTL to pay interest on any moneys including the Sublease Payment has no effect.

Viewed at 11:10:55 on 31/10/2016 by 32GPL.

29.20 Relationship of Parties

Unless this Sublease expressly provides otherwise, nothing in this Sublease may be construed as creating a relationship of partnership, of principal and agent or of trustee and beneficiary.

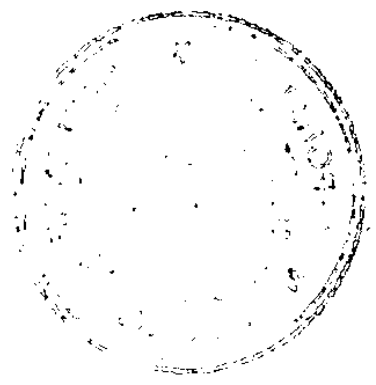
Viewed at 11:10:55 on 31/10/2016 by 32GPL.

Schedule - Sublease particulars

Item:		Particulars:
1.	**Living Area** (clause 1.1)	The whole of the land described in Certificate of Title Volume 333 Folio 116 being Lot 3701 Town of Alice Springs on plan S72/84 a copy of which is attached at Annexure 1.
2.	**Commencement Date** (clause 1.1)	The date on which clause 2.1(a) is satisfied, being 3 December 2009
3.	**Notices** (clause 29.13)	If to the Association: Inarlenge Community Incorporated C/- 5 Priest Street Alice Springs NT 0870
		If to the EDTL: The Executive Director of Township Leasing Centraplaza 16 Bowes Street Woden ACT 2606 Facsimile: (02) 6121 4150
		If to the Territory: Executive Director Projects and Key Initiatives Territory Housing, Department of Local Government and Housing GPO Box 4621 Darwin NT 0801 Ph: (08) 8999 8426

Viewed at 11:10:55 on 31/10/2016 by 32GPL.

	If to Territory Housing: Executive Director Projects and Key Initiatives Territory Housing, Department of Local Government and Housing GPO Box 4621 Darwin NT 0801 Ph: (08) 8999 8426
4. **Community Land** (clause 1.1)	That part of the Living Area indicatively cross-hatched on the plans at Annexure 4 being the areas marked "Community Facility" and "Open Space Recreation".



Viewed at 11:10:55 on 31/10/2016 by 32GPL.

Executed as a deed.

Executed by Inarlenge Community
Incorporated in accordance with its constitution
by:

B C Williams	ashad Township office of Leasing 12/9/11
Signature	Signature
BAYDON WILLIAMS	MARY WILLIAMS
Print Name	Print Name
PRESIDENT	VICE-PRESIDENT
Position	Position
Signature	Signature
Print Name	Print Name
Position	Position

31.07.2009
Date

Executed by the **Executive Director of Township Leasing** for and on behalf of the Commonwealth of Australia in the presence of:)

.....
Signature of qualified witness

Kym Lockley
.....
Name of qualified witness (please print)

Solicitor
.....
Qualification

Phone: (02) 61214223
Address: L3, 16 Bowes St
.....Woden ACT.....
Contact details of qualified witness

.....
Signature of Executive Director of Township Leasing

PAT WATSON
.....
Name (please print)

3/12/2009
.....
Date

Sublease

SIGNED by DAVID RITCHIE for and on behalf of the NORTHERN TERRITORY OF AUSTRALIA pursuant to a delegation under the *Contracts Act* in the presence of:

.....
Witness

Jackie Antao
Print name

A Practitioner of the Supreme Court
of the Northern Territory of Australia
68 The Esplanade, Darwin NT
Ph: (08) 8935 7809
Position

.....
Signature

D.J. Ritchie
Chief Executive
Print name

3 DEC 2009
.....
Date

The common seal of the Chief Executive Officer (Housing) was affixed in the presence of:

.....
Witness

Jackie Antao
Print name

A Practitioner of the Supreme Court
of the Northern Territory of Australia
68 The Esplanade, Darwin NT
Ph: (08) 8935 7809
Position

.....
Chief Executive Officer (Housing)

D.J. Ritchie
Chief Executive
Print name

3 DEC 2009
.....
Date

Sublease

Annexure 1 - Living Area

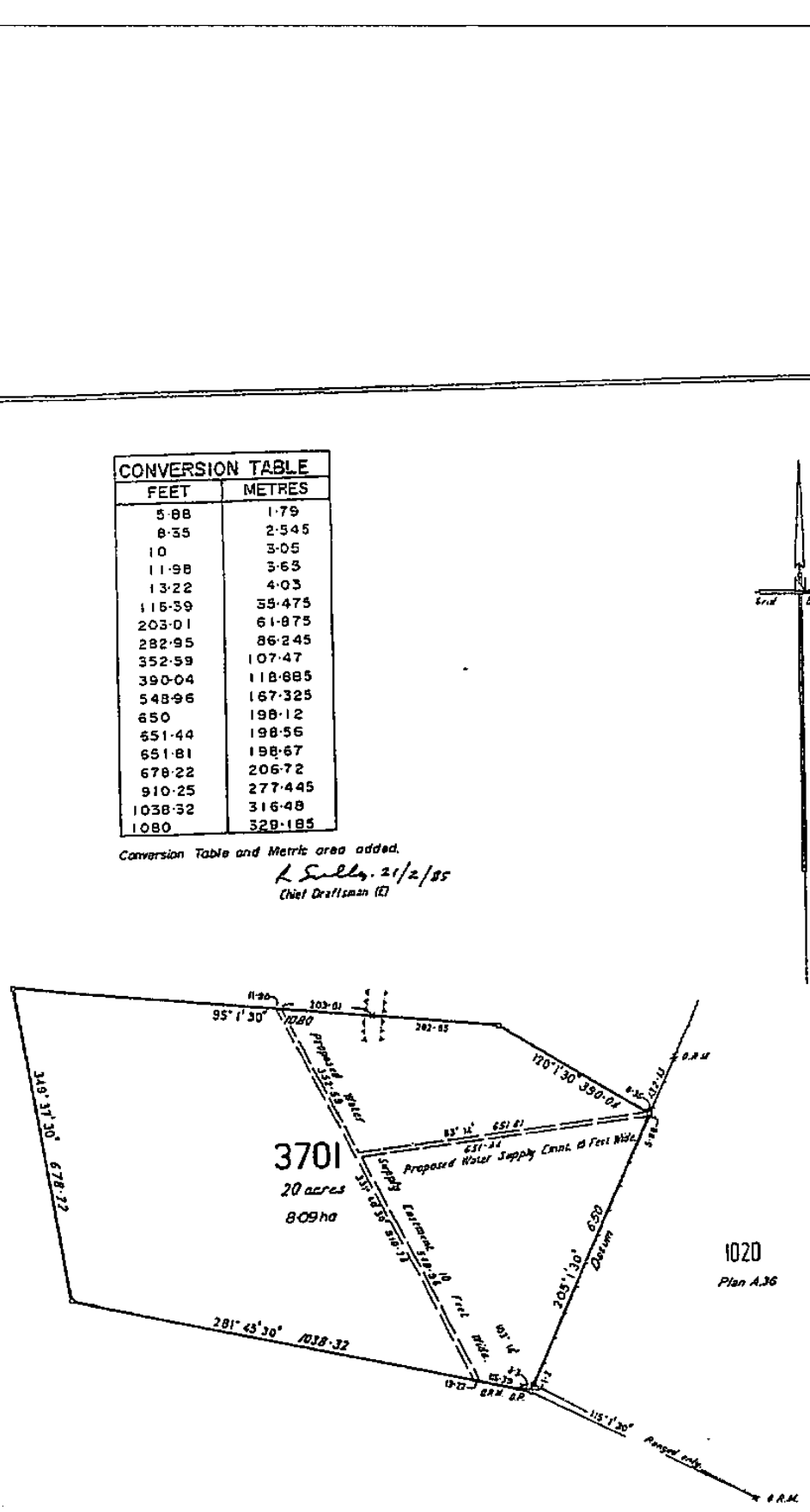
Dealing 756456

Viewed at 14:05:22 on 18/05/2009 by 69AGS.

Survey Plan S 72/084

CONVERSION TABLE	
FEET	METRES
5·88	1·79
8·35	2·545
10	3·05
11·98	3·63
13·22	4·03
115·39	35·475
203·01	61·875
282·95	86·245
352·59	107·47
390·04	118·885
548·96	167·325
650	198·12
651·44	198·56
651·81	198·67
678·22	206·72
910·25	277·445
1038·32	316·48
1080	329·185

Conversion Table and Metric area added.
L Sully. 21/2/85
Chief Draftsman (E)



No.	REFERENCE	DETAILS	APPROVED	DATE
		AMENDMENTS		

Scale of feet
0 200 300 400 500 600 700 800

SURVEYOR'S CERTIFICATE

I Terence Leonard Gadsby hereby certify that the survey represented on this plan was carried out by me or under my immediate supervision and was completed on 7th June 1972 and that this survey has been executed in accordance with the Licensed Surveyors Ordinance 1933–1937 and the Regulations thereunder.

Date 31–7–72. T. L. Gadsby Licensed Surveyor

SURVEY APPROVED

3-11-1972 Surveyor-General

File No. S.72/084
Instruction No. S.72/286
Field Book No. S.72/084
Drawn J.O. Halley 22.11.72
Charted on A/Section 21, 23 & 24 Hundred
Compared with F.B.B.D. 9.11.72
Examined J.F. Winter 30.8.72
Calculation Book No. L.S.C. 5/15

Passed K.W. Baker
1-11-72. Assistant Chief Draftsman
Date Lands and Survey Branch

NORTHERN TERRITORY ADMIN.

LOT 3701
TOWN OF ALICE SPRINGS

LEGEND
Concrete Block ▭
Concrete Post ▯
Post, Peg or Stake ○
Reference Mark ×
Lockspit ⋈
Fence Post ⊕

AZIMUTH
A. Assumed from Plan A.36
B. Observed at ____ and related to the ____ Meridian of Longitude. Convergence ____ of arc.
C. From Lat/Lon Datum ____ derived

SCALE
200 feet to an inch

S.72/084

4/3/85

COPY TO LTO. 26·2·85

Viewed at 11:10:55 on 31/10/2016 by 32GPL.

Annexure 2 - Form 78 Non Lapsing Caveat

Sublease

Intentionally Blank

Form 78

Section 138

Land Title Act
REGISTRAR-GENERAL'S DIRECTIONS

NORTHERN TERRITORY OF AUSTRALIA

X **No:**

IMPORTANT NOTICE

Please Note Privacy Statement Overleaf

NON LAPSING CAVEAT

The caveator claims the estate or interest specified in the land described on the grounds set out and forbids the registration of any dealing affecting that estate or interest to the extent of the prohibition as specified during the period in which the caveat remains in force. (NOTES 1-5)

Register	Volume	Folio	Location	Lot Description	Plan	Unit

(NOTE 6)

CAVEATOR (PERSON LODGING CAVEAT)	Name: Address for the service of Notices:	(NOTE 7)
ESTATE OR INTEREST CLAIMED		(NOTE 8)
GROUNDS OF CLAIM		(NOTE 9)
REGISTERED INTERESTS AFFECTED EXTENT OF PROHIBITION	Instrument No: Absolutely	(NOTE 10)
OWNERS	Name: Address:	(NOTE 11)
OTHER PARTIES	Name: Address:	(NOTE 12)

BASIS OF LODGEMENT (tick one) (NOTE 13)

BY REGISTERED OWNER	WITH THE CONSENT OF THE REGISTERED OWNER	COPY OF COURT ORDER DEPOSITED	OTHER THAN PURSUANT TO PART 7 DIVISION 2 OF THE *LAND TITLES ACT*.

.....
SIGNED by the Caveator
on (Date) .....
In the presence of:
.....
Qualified Witness:
.....
.....

(NOTES 14 & 15)

Registered on ..... At .....

Office use only.

Notices sent to registered proprietors

On ..... / ..... / 20.....

Registered Mail No: .....

Notices sent to registered proprietors

On ..... / ..... / 20.....

Registered Mail No: .....

Notices sent to registered proprietors

On ..... / ..... / 20.....

Registered Mail No: .....

Notices sent to registered proprietors

On ..... / ..... / 20.....

Registered Mail No: .....

SCHEDULE OF NOTES

1. Caveats remain in effect for the periods specified in Part 7 Division 2 of the *Land Title Act.* For Non Lapsing of Caveats refer Section 142 of the *Land Title Act.* This form may be used only if one of the circumstances set out in section 142(1) (a) to (e) of the *Land Title Act* exists.
2. A caveat prevents registration of another instrument affecting the lot over which the caveat is lodged from the date and time endorsed by the Registrar-General on the caveat as the caveat's date and time of lodgement.
3. A caveat may be lodged as an original only and must be typed or completed in ink or biro. Alterations to information entered on the form should be crossed out (not erased or obliterated by painting over) and initialled by the parties.
4. All signatures must be in ink or biro.
5. If there is insufficient space in any panel use the space above or an annexure sheet (Form 95).
6. Volume and Folio references must be given together with complete parcel description. The certificate as to title need not be produced. If the caveat affects part only of the land in a title the description should also be given. Any necessary diagram should be endorsed above or on an annexure sheet (Form 95) or a survey plan deposited with the Surveyor-General may be referred to.
7. Insert full name and an address for the service of notices. The address can be a postal address.
8. Specify the estate or interest claimed eg. "an estate in fee simple in the land", "an interest as mortgagee in the land". Where the interest claimed is the interest of only one of several registered owners this fact should be set out here. The interest must be an interest in the land.
9. Specify the grounds on which the interest is claimed.

   eg. "as purchaser under a contract of sale from A.B. dated....."
   "as mortgagee under an instrument of mortgage from A.B. dated....."
10. Where the caveat only affects one or some of the registered interest specify the registered interest eg lease. Caveats can be lodged so as not to absolutely prohibit dealings with the land or interest. If this is the case delete "absolutely" and specify the conditions under which registration may be effected. eg "except a mortgage to .....".
11. Insert Owners current address for the Service of Notices.
12. The Registrar-General must give written notice of lodgement of a caveat to each person whose interest or whose right to registration of an instrument is affected by the caveat. Insert name and address for the Service of Notices of anyone else having the right to deal with the lot affected by the caveat
13. You must tick one of these boxes. If you are unable to, the caveat subject to section 142 of the *Land Title Act* is a lapsing caveat and form 79 must be used. If you are claiming that the caveat is lodged with the consent of the registered owner evidence of the written consent is required either as a separate consent (Form 93) or other evidence of that consent must be produced.
14. The caveat may be signed by the caveator or by an agent of the caveator.
15. Persons who may witness this document are a Commissioner for Oaths, a member of the Legislative Assembly, a legal practitioner within the meaning of the *Legal Practitioners Act*, a person holding office under the *Supreme Court Act,* the *Justices Act,* the *Local Court Act* or the *Registration Act,* a member of the Police Force, a person licensed as a conveyancing agent or real estate agent under the *Agents Licensing Act,* a Notary Public and any other person approved by the Registrar-General.

    A witness to an instrument executed by an individual must first:

    - take reasonable steps to ensure that the individual is the person entitled to sign the instrument;
    - have the individual execute the document in the presence of the witness;
    - not be a party to the instrument; and
    - if witnessing more than one signature, clearly state that he/she has witnessed more than one signature. (ie I have witnessed the two signatures appearing above).

    After signing, witnesses must legibly write, type or stamp their names and contact address or telephone number below their signature.

    For a corporation, an instrument must be executed in a way permitted by law or sealed with the corporation's seal in accordance with the *Law of Property Act*, Section 48.

    For witnessing of instruments executed outside the Northern Territory refer to Schedule 1 of the *Land Title Act* and the Registrar-General's Direction.

PRIVACY STATEMENT – LAND REGISTER FORMS

The Registrar-General's Office is authorised by the Land Title Act to collect the information on this form for the establishment and maintenance of the Land Register, which is made available for search by any person, anywhere, including through the Internet, upon payment of a fee. The information is regularly provided to other NT Government agencies, the Australian Valuation Office, local governments, the Australian Bureau of Statistics, the Australian Taxation Office or other Commonwealth Agencies as required or authorised by law, and some private sector organisations for conveyancing, local government, valuation, statistical, administrative and other purposes. The Department of Planning and Infrastructure also uses the information to prepare and sell or licence property sales reports to commercial organisations concerned with the development, sale or marketing of property.

Failure to provide the information in full or in part may prevent your application or transaction being completed.

Your personal information provided on this form can be subsequently accessed by you on request. If you have any queries please contact the Deputy Registrar-General on 8999 5318.

Viewed at 11:10:55 on 31/10/2016 by 32GPL.

Annexure 3 - Form 93 General Consent

Intentionally Blank

Form 93

Land Title Act
REGISTRAR-GENERAL'S DIRECTIONS

NORTHERN TERRITORY OF AUSTRALIA

G	C	No:

IMPORTANT NOTICE

Please Note Privacy Statement Overleaf

GENERAL CONSENT

Register	Volume	Folio	Location	Lot Description	Plan	Unit

(NOTE 1 – 2)

INSTRUMENT BEING CONSENTED TO (Item 1)	Instrument Type: Dated: Names of Parties:	(NOTE 3)
INSTRUMENT UNDER WHICH CONSENT REQUIRED (Item 2)	Dealing Type: Dealing No: Name of consenting party:	(NOTE 4)
EXECUTION BY CONSENTING PARTY	The party identified in item 2 consents to the registration of the instrument identified in item 1 in respect of the above land.	(NOTE 5)

.....	.....
Signed by the Consenting Party	Signed by the Consenting Party
(Date)	(Date) .....
In the presence of:	In the presence of:
.....	.....
Qualified Witness:	Qualified Witness:
.....	.....
.....	.....

(NOTE 6)

Registered on ..... At .....

SCHEDULE OF NOTES

1. This General Consent form is lodged as an original only and must be typed or completed in ink or biro. Alterations to information entered on the form should be crossed out (not erased or obliterated by painting over) and initialled by the parties.
2. Volume and Folio references must be given together with parcel description.
3. Insert Instrument type and number, date and name of parties of the instrument being consented to.
4. Insert dealing type, number and name of consenting party.
5. This is the consenting clause.
6. Persons who may witness this document are a Commissioner for Oaths, a member of the Legislative Assembly, a legal practitioner within the meaning of the *Legal Practitioners Act*, a person holding office under the *Supreme Court Act*, the *Justices Act*, the *Local Court Act* or the *Registration Act*, a member of the Police Force, a person licensed as a conveyancing agent or real estate agent under the *Agents Licensing Act*, a Notary Public and any other person approved by the Registrar-General.

   A witness to an instrument executed by an individual must first:

   - take reasonable steps to ensure that the individual is the person entitled to sign the instrument;
   - have the individual execute the document in the presence of the witness;
   - not be a party to the instrument; and
   - if witnessing more than one signature, clearly state that he/she has witnessed more than one signature. (ie I have witnessed the two signatures appearing above).

   After signing, witnesses must legibly write, type or stamp their names and contact address or telephone number below their signature.

   For a corporation, an instrument must be executed in a way permitted by law or sealed with the corporation's seal in accordance with the *Law of Property Act*, Section 48.

   For witnessing of instruments executed outside the Northern Territory refer to Schedule 1 of the *Land Title Act* and the Registrar-General's Direction.

PRIVACY STATEMENT – LAND REGISTER FORMS

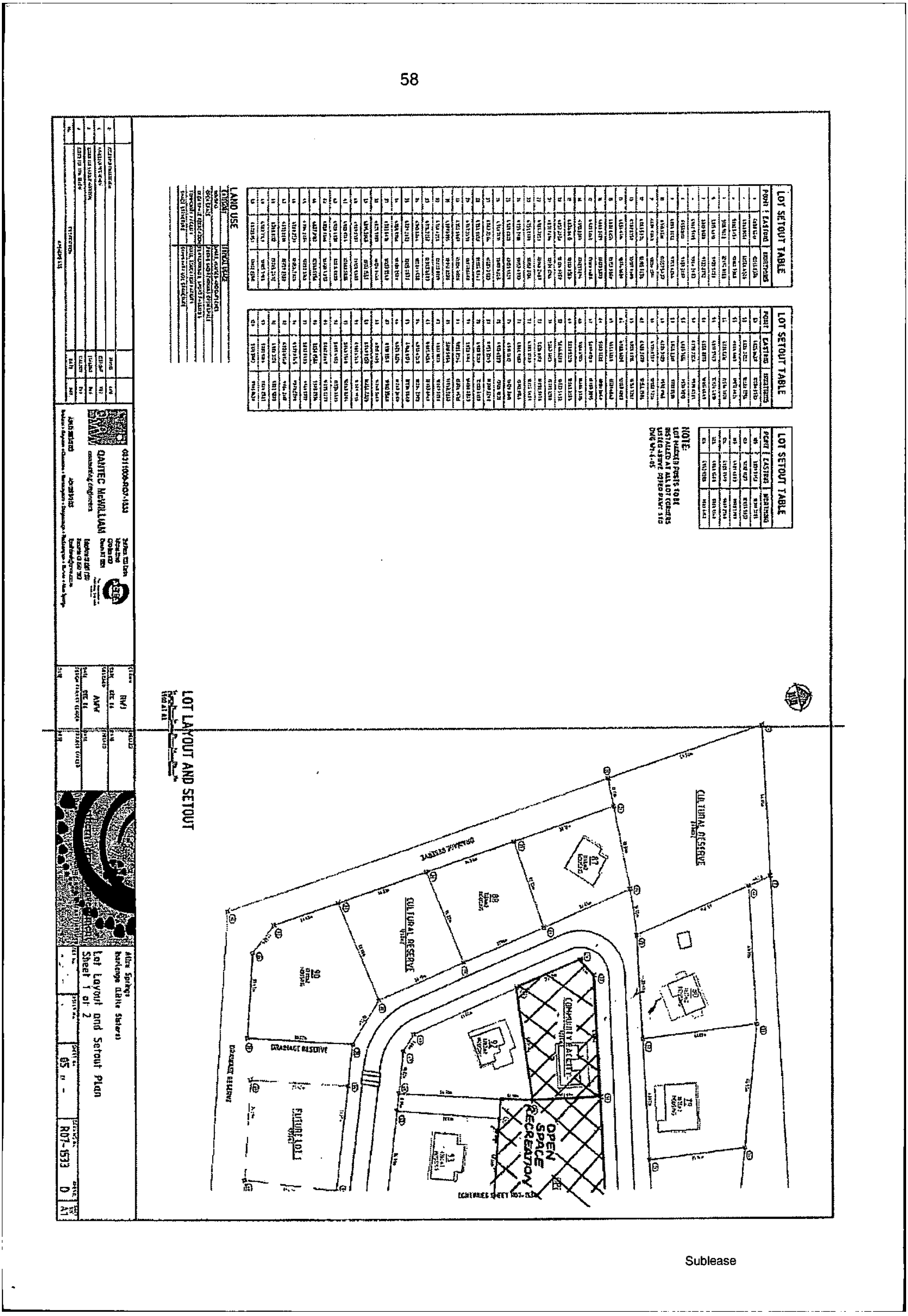
The Registrar-General's Office is authorised by the Land Title Act to collect the information on this form for the establishment and maintenance of the Land Register, which is made available for search by any person, anywhere, including through the Internet, upon payment of a fee. The information is regularly provided to other NT Government agencies, the Australian Valuation Office, local governments, the Australian Bureau of Statistics, the Australian Taxation Office or other Commonwealth Agencies as required or authorised by law, and some private sector organisations for conveyancing, local government, valuation, statistical, administrative and other purposes. The Department of Planning and Infrastructure also uses the information to prepare and sell or licence property sales reports to commercial organisations concerned with the development, sale or marketing of property.

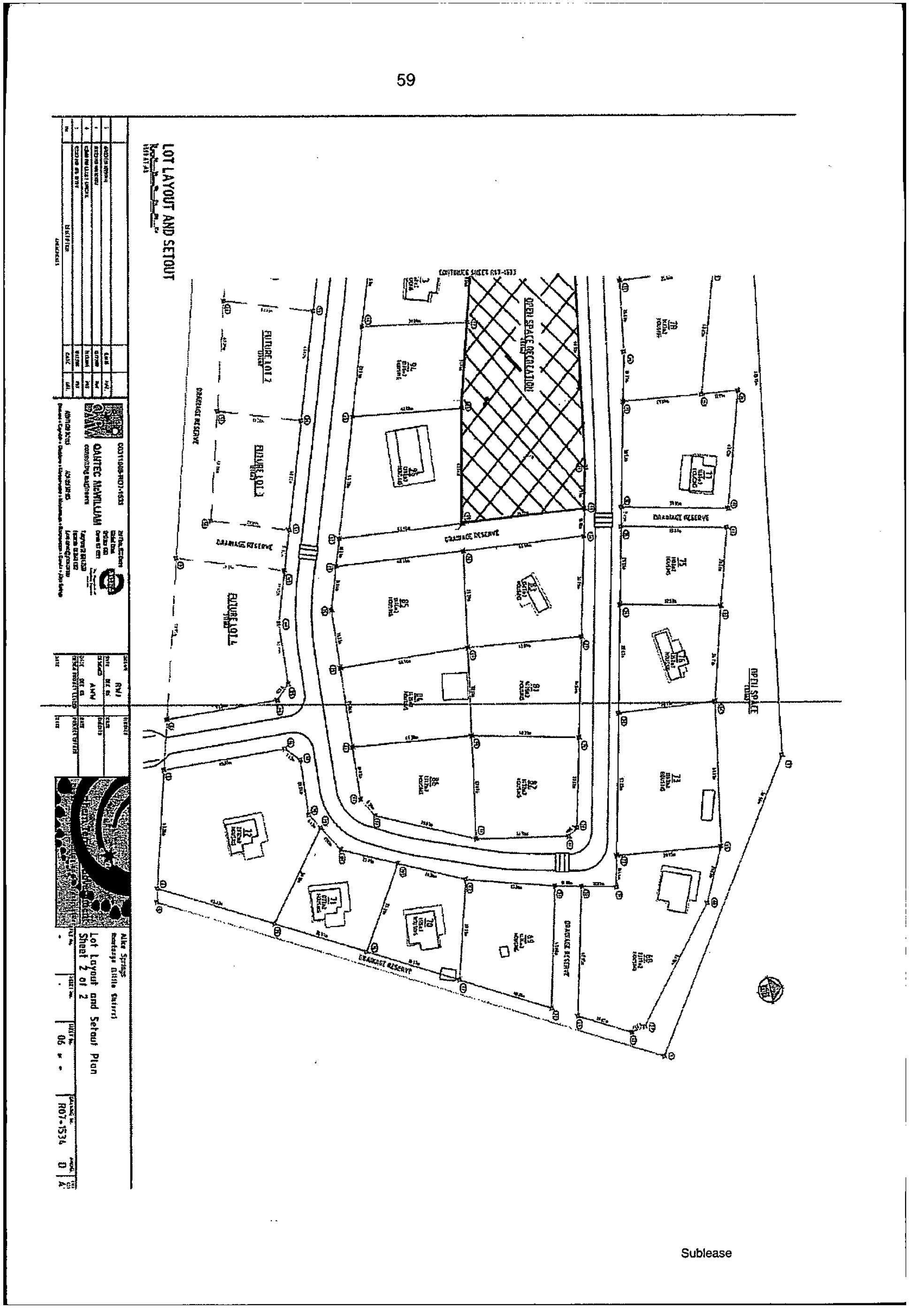
Failure to provide the information in full or in part may prevent your application or transaction being completed.

Your personal information provided on this form can be subsequently accessed by you on request. If you have any queries please contact the Deputy Registrar-General on 8999 5318.

Annexure 4 - Community Land

Viewed at 11:10:55 on 31/10/2016 by 32GPL.


LOT SETOUT TABLE
LOT SETOUT TABLE
LOT SETOUT TABLE
NOTE:
LAND USE
LOT LAYOUT AND SETOUT
QANTEC McMULLAN
Lot Layout and Setout Plan
Sheet 1 of 2
CULTURAL RESERVE
DRAINAGE RESERVE
COMMUNITY FACILITY
OPEN SPACE RECREATION
Sublease


LOT LAYOUT AND SETOUT
OPEN SPACE RECREATION
FUTURE LOT 3
FUTURE LOT 4
FUTURE LOT 2
DRAINAGE RESERVE
OAKTEC McMILLIAN
Lot Layout and Setout Plan
Sheet 2 of 2
Sublease

00397570

DEPARTMENT OF JUSTICE (ABN 84 085 734 992)
REGISTRAR-GENERAL'S OFFICE
NICHOLS PLACE
GPO BOX 3021

Priority of Lodgement	

Enquiries : 8999 6252

TAX INVOICE (RECEIPT) - OFFICE COPY

Lodging Party:
OFFICE OF TOWNSHIP LEASING,
GPO BOX 3671
DARWIN NT 0801

Customer Code:
Self Assessing Code:

Date of Issue	24/06/2011
at	15:59
by	SVJ
Application #	00230226

Document Delivery:
OFFICE OF TOWNSHIP LEASING
GPO BOX 3671
DARWIN NT 0801

Lodgement No 756456

If paper title exists enter

Volume _____

Folio _____

Description	GST Incl Amount
SUBLEASE (LOT 3701 T/A/SPRINGS)	155.00

Total Cost excl GST	$155.00
Total GST	$0.00
Total Invoice	$155.00

Payment Details

EFT - CREDIT CARD

00414250

DEPARTMENT OF JUSTICE (ABN 84 085 734 992)
REGISTRAR-GENERAL'S OFFICE
NICHOLS PLACE
GPO BOX 3021

Priority of Lodgement	

Enquiries : 8999 6252

TAX INVOICE (RECEIPT) - OFFICE COPY

Lodging Party:
OFFICE OF TOWNSHIP LEASING,
GPO BOX 3671
DARWIN NT 0801

Customer Code:
Self Assessing Code:

Date of Issue	22/08/2011
at	15:25
by	JSIA
Application #	00239814

Document Delivery:
OFFICE OF TOWNSHIP LEASING
GPO BOX 3671
DARWIN NT 0801

Lodgement No 756456

If paper title exists enter

Volume _____

Folio _____

Description	GST Incl Amount
LODGEMENT (SUBLEASE LOT 3701)	2.00

Total Cost excl GST	$2.00
Total GST	$0.00
Total Invoice	$2.00

Payment Details

EFT - CREDIT CARD

403211

1/34 D

Form 32 Section 65

Land Title Act

REGISTRAR-GENERAL'S DIRECTIONS

NORTHERN TERRITORY OF AUSTRALIA

DL007564640

Dealing Number: 756464 Lodged 13/09/2011 at 10:29:36
Dealing Type: UL By CASH
Volume 753 Folio 919 Fee $157.00 Receipt 418849

Commissioner of Taxes use only (NOTE 1)

SUBLEASE

The owner of the lease subleases to the tenant the estate and interest in the land described and the tenant accepts this sublease of the land for the term and at the rent stipulated and subject to the covenants and conditions contained below or on the back of this document and acknowledges the amount payable or other consideration for the lease. (NOTES 2 – 3)

ESTATE AND INTEREST — Lease being subleased: Number: ~~GLP 1112 AS~~ 756456 (NOTE 4)

Register	Volume	Folio	Location	Lot Description	Plan	Unit
CUFT	~~333~~ 753	~~116~~ 919	Town of Alice Springs	Lot 3701	S72/84	N/A

(NOTE 5)

INTEREST BEING SUBLEASED — ~~The whole of the Land described in Item 2 of the Schedule and shown on the plan at Annexure 1, being Lot 3701 Town of Alice Springs on plan S72/84~~. WHOLE OF THE LAND AS (NOTE 6)

MARKET RENT UNDER THE SUB-LEASE	~~Nil~~ $1.10	GST AMOUNT	~~Nil~~ $0.10 AS (NOTE 7)
OTHER CONSIDERATION (Include Nil or Nominal Rent)	~~$1.10 AS~~ NIL	GST AMOUNT	~~$0.10 AS~~ NIL

OWNER OF THE LEASE — Executive Director of Township Leasing (NOTE 8)

TENANT — Name: Northern Territory of Australia
Address: C/- Department of Local Government and Housing, RCG House, 83-85 Smith Street, Darwin 0800 (NOTE 9)

TENANCY — Not Applicable (NOTE 10)

TERM OF SUBLEASE

Commencing:	Expiring:	Right of Renewal:
3/12/2009	2/12/2012	No

(NOTE 11)

CONSENTS — ~~Nil~~ MINISTER FOR LANDS & PLANNING CEO AS (NOTE 12)

See Execution Clause at p34 of the attached sublease

See Execution Clause at p35 of the attached sublease (NOTE 13)

NORTHERN TERRITORY OF AUSTRALIA REGISTRAR GENERAL

Registered on 13/9/2011 At 10:40

CONSENT OF INTEREST HOLDERS

Instrument type: .....

Instrument No: .....

Name of Parties: .....

.....

I the registered proprietor of the interest shown above consent to the registration of this instrument.

Signed: .....

(Date): .....
In the presence of:

.....

Name of Qualified Witness: .....

Address or Telephone No.: .....

Instrument type: .....

Instrument No: .....

Name of Parties: .....

.....

I the registered proprietor of the interest shown above consent to the registration of this instrument.

Signed: .....

(Date): .....
In the presence of:

.....

Name of Qualified Witness: .....

Address or Telephone No.: .....

COVENANTS

It is hereby covenanted by and between the owner of lease and the tenant as follows;

☐ To comply with the provisions contained in Memorandum of Common Provisions recorded in the Register as LTO No.

✓ The conditions and covenants implied by Sections 117 & 119 *Law of Property Act* ~~shall~~/shall not apply. (delete one)

✓ To comply with the provisions annexed to this lease.

SCHEDULE OF NOTES

1. A sub-lease signed on or after 1 July 2006 is required to be stamped by the Commissioner of Taxes where (i) there is no consideration, or (ii) the consideration is nominal, or (iii) there is valuable consideration other than rent under the lease.
2. This form may be lodged in triplicate and may be adapted for an underlease. The original must be typed or completed in ink or biro. The duplicate and triplicate may be copies of the original but the signatures of all parties and their witnesses must be in ink or biro on all copies. If the words "owners" and "tenant" are considered inappropriate other words (lessor/lessee) may be used. Alterations to information entered on the form should be crossed out (nor erased or obliterated by painting over) and initialled by the parties.
3. If there is insufficient space in any panel use the space above or an annexure sheet (Form 95).
4. Insert the number of the Lease being sub-leased or under-leased.
5. Volume and Folio references must be given together with a description of the location and lot number, unit number and unit plan number if applicable. If a certificate as to title has been issued it must be produced.
6. Insert whole of the land or if part of a lot the instrument of lease must also include a sketch plan identifying the part of the lot drawn to a standard to the Registrar-General's satisfaction, if required by the Registrar-General, a plan of survey identifying the part of the lot; or if required by the *Planning Act*, consent under Part 5 of the *Planning Act*.
7. Pursuant to Section 66 (1)(c) of the *Land Title Act* state whether the rent under the sub-lease is market rent, or nil or nominal rent. Market rent means any rent that is not nominal. A sub-lease for nil or nominal rent or other consideration must show the imprint of the Commissioner of Taxes. For the GST amount, if the sub-lease is subject to the margin scheme and the GST amount is unknown insert "margin scheme" in the box provided. Show the words "Nil" or "Not applicable" if not subject to rent or other consideration.
8. Insert full name of the owner of the lease (namely the tenant under the head lease and not the proprietor of the land). Address is not required.
9. Insert full name of the tenant and an address for the service of notices. The address can be a postal address.
10. If two or more tenants, state whether as joint tenants or tenants in common. If tenants in common, specify shares. If no tenancy is stated, the Registrar-General must register the co-owners as tenants in common pursuant to Section 57(2) of the *Land Title Act*.
11. Details of dates of commencement and expiry must be shown. If there is a right of renewal, show "Yes" (if not) "No".
12. Consents by mortgagee should be provided. A lease or amendment of a lease executed after registration of a mortgage of a lot is valid against the mortgagee only if the mortgagee consents to the lease or amendment before its registration. A lease which has not been consented to by a prior mortgagee will not be protected in the event of the mortgagee exercising the power of sale.
13. Persons who may witness this document are a Commissioner for Oaths, a member of the Legislative Assembly, a legal practitioner within the meaning of the *Legal Practitioners Act*, a person holding office under the *Supreme Court Act*, the *Justices Act*, the *Local Court Act* or the *Registration Act*, a member of the Police Force, a person licensed as a conveyancing agent or real estate agent under the *Agents Licensing Act*, a Notary Public and any other person approved by the Registrar-General.

    A witness to an instrument executed by an individual must first:

    - take reasonable steps to ensure that the individual is the person entitled to sign the instrument;
    - have the individual execute the document in the presence of the witness;
    - not be a party to the instrument; and
    - if witnessing more than one signature, clearly state that he/she has witnessed more than one signature. (ie I have witnessed the two signatures appearing above).

    After signing, witnesses must legibly write, type or stamp their names and contact address or telephone number below their signature.

    For a corporation, an instrument must be executed in a way permitted by law or sealed with the corporation's seal in accordance with the *Law of Property Act*, Section 48.

    For witnessing of instruments executed outside the Northern Territory refer to Schedule 1 of the *Land Title Act* and the Registrar-General's Directions.

PRIVACY STATEMENT – LAND REGISTER FORMS

The Registrar-General's Office is authorised by the *Land Title Act* to collect the information on this form for the establishment and maintenance of the Land Register, which is made available for search by any person, anywhere, including through the Internet, upon payment of a fee. The information is regularly provided to other NT Government agencies, the Australian Valuation Office, local governments, the Australian Bureau of Statistics, the Australian Taxation Office or other Commonwealth Agencies as required or authorised by law, and some private sector organisations for conveyancing, local government, valuation, statistical, administrative and other purposes. The Department of Planning and Infrastructure also uses the information to prepare and sell or licence property sales reports to commercial organisations concerned with the development, sale or marketing of property.

Failure to provide the information in full or in part may prevent your application or transaction being completed.

Your personal information provided on this form can be subsequently accessed by you on request. If you have any queries please contact the Deputy Registrar-General on 8999 5318.

Viewed at 11:10:48 on 31/10/2016 by 32GPL.

MINISTER FOR PLANNING AND LANDS

PARLIAMENT HOUSE
STATE SQUARE
DARWIN NT 0800

GPO BOX 3146
DARWIN NT 0801
TELEPHONE: (08) 8901 4047
FACSIMILE: (08) 8901 4169

Mr Pat Watson
Executive Director of
Township Leasing
PO Box 7788
CANBERRA MAIL CENTRE ACT 2610

Pat

Dear Mr Watson

I refer to your letter seeking consent to register a sub-sub lease over Special Purposes Lease 493, 412, 550, 543, 536, 438, 426, 459, 409, 450, 554, 473 and Crown Leases Perpetual 1111 and [redacted]

I am pleased to advise that, in accordance with my powers under section 6 of the *Special Purposes Leases Act* and section 47 of the *Crown Lands Act* I consent to the registration of the sub-sub leases over the above leases.

Proposed Lessee:	Northern Territory of Australia (Department of Planning and Infrastructure)
Lease Details:	As per schedule at Attachment A

Yours sincerely

DELIA LAWRIE

29-7-09

Northern Territory Government

LEASE DETAILS - ATTACHMENT A

LOT NO	LEASE	PERMITTED USE
5713	SPL 493	Aboriginal communal living
7850	CLP 1111	Aboriginal residential housing area
5146	SPL 412	Aboriginal communal purpose
5708	SPL 550	Aboriginal communal living
3701	CLP 1112	Aboriginal residential living and ancillary
2664	SPL 543	Aboriginal communal living
5195	SPL 536	Aboriginal communal living
5150	SPL 438	Aboriginal settlement, camping and ancillary
3702	SPL 426	Aboriginal communal purposes
3704	SPL 426	Aboriginal communal purposes
1733	SPL 426	Aboriginal communal purposes
5180	SPL 459	Aboriginal communal living
5135	SPL 409	communal settlement
5123	SPL 554	Aboriginal communal living, craft complex and ancillary
5149	SPL 450	Aboriginal communal purposes
5189	SPL 473	Aboriginal communal living area

Housing Management Agreement

Inarlenge (CLP 1112)

Executive Director of Township Leasing

and

Northern Territory of Australia

Viewed at 11:10:48 on 31/10/2016 by 32GPL.

Table of Contents

1.	**Definitions and interpretation**	**5**
1.1	Definitions	5
1.2	Interpretation	11
1.3	Good faith	13
1.4	Survival	13
2.	**Housing Management Agreement and Reservations**	**13**
2.1	Grant of Housing Management Agreement	13
2.2	Reservations in respect of adjoining sites	13
2.3	Other Reservations	14
2.4	Rent from Tenants	14
3.	**Mutual agreements and declarations**	**14**
4.	**Implied covenants**	**14**
5.	**Housing Management Agreement Payment**	**15**
5.1	Housing Management Agreement Payment	15
6.	**Services Providers**	**15**
7.	**Access**	**15**
7.1	General	15
7.2	Association's right of access	16
7.3	EDTL's right of access	16
8.	**Improvements**	**17**
8.1	Existing Improvements	17
8.2	Maintenance of Existing Improvements	17
8.3	EDTL's Rights in respect of Existing Improvements	17
8.4	Association's Rights in respect of Existing Improvements	18
8.5	Territory's Improvements	18
8.6	Ownership of Improvements at the end of the Housing Management Agreement	18
9.	**Tenancy Agreements, Land Underleases and Land Licences**	**19**
9.1	Tenancy Agreements (Residential)	19
9.2	Grant of Land Underlease	19
9.3	Grant of Land Licence	19
9.4	Special condition in relation to underleases to a Territory Entity	20
9.5	No release of liability	20
9.6	Community Land	20
10.	**Rates, Taxes and Charges**	**21**
10.1	Outgoings	21
10.2	Charges for Services	21
10.3	Stamp duty	21

Viewed at 11:10:48 on 31/10/2016 by 32GPL.

Table of Contents (ctd) 3

11.	**GST**	**22**
12.	**Use of Land**	**22**
12.1	Permitted Use	22
12.2	Compliance with Laws and Planning Scheme	22
12.3	Compliance with Lease	22
12.4	Compliance with notices	23
12.5	Notices	23
12.6	Roads	23
13.	**The Territory's release**	**23**
13.1	Risk	23
13.2	The Territory releases the EDTL	24
14.	**Insurance**	**24**
14.1	Obligation to insure the Improvements	24
14.2	Obligation to insure for public liability	24
14.3	Periods of insurance	24
14.4	Insurers and policies	25
14.5	The Territory to satisfy itself	25
14.6	Insurance policies to waive rights of subrogation	25
14.7	No limitation	25
14.8	Association to prove currency of insurance	25
14.9	The Territory's insurance	25
15.	**Reinstatement**	**26**
15.1	No obligation to reinstate	26
15.2	No right to damages	26
16.	**EDTL's obligations**	**26**
16.1	Quiet enjoyment	26
16.2	Produce certificates	26
17.	**Default**	**26**
17.1	Occurrence of Default Event	26
17.2	Financial Default	26
17.3	Remedies for other Default Events	27
17.4	Remedies for Termination Event	27
17.5	Waiver	28
17.6	Consequences of termination	28
18.	**Overholding**	**28**
19.	**Housing Management Agreement ends if Sublease ends**	**28**
20.	**Obligations on expiration or termination**	**28**
20.1	Return of Land	28
20.2	Novation of agreements	28
20.3	Novation of Tenancy Agreements, Land Underleases and Land Licences	29
21.	**Dispute resolution**	**29**
21.1	Procedure to resolve disputes	29
21.2	Continue to perform	29

Viewed at 11:10:48 on 31/10/2016 by 32GPL.

22.	**General**	**29**
22.1	Amendments	29
22.2	Nature of obligations	29
22.3	Entire understanding	29
22.4	No adverse construction	30
22.5	Further assurances	30
22.6	No waiver	30
22.7	Severability	30
22.8	Successors and assigns	30
22.9	No assignment without consent of other Parties	30
22.10	Consents and approvals	30
22.11	Costs	31
22.12	Governing law and jurisdiction	31
22.13	Notices	31
22.14	Counterparts	31
22.15	Conflicting provisions	32
22.16	Non merger	32
22.17	No right of set-off	32
22.18	Payment of interest	32
22.19	Relationship of Parties	32
22.20	Residential Tenancies Act	32
22.21	Compliance with Sublease	32
Schedule - Housing Management Agreement particulars		**33**

Viewed at 11:10:48 on 31/10/2016 by 32GPL.

Housing Management Agreement

Date 3 December 2009

Parties

1. Executive Director of Township Leasing, established by section 20B of the Land Rights Act, on behalf of the Commonwealth of Australia, ABN 36 342 015 855 ("the **EDTL**")

2. Northern Territory of Australia, care of the Department of Planning and Infrastructure, GPO Box 1680, Darwin 0800 in the Northern Territory of Australia, ABN 84 085 734 992 ("the **Territory**")

(collectively referred to as "the **Parties**")

Background

A. The EDTL holds a Sublease of the Living Area, including the Land.

B. The parties have agreed that the EDTL will grant a Housing Management Agreement of the Land (including all Improvements and Services) to the Territory.

C. The parties acknowledge that the residents living on the Alice Springs Living Areas (which includes the Land) are living in very poor conditions and it is very important to improve the health and standard of living of those residents. The Australian Government and the Northern Territory Government have stated their intention to undertake a capital works program to assist in improving the standard of living of those residents. The Australian Government and the Northern Territory Government acknowledge that the upgrade of the Alice Springs Living Areas will proceed over time and that the project duration will exceed the period of this Housing Management Agreement.

D. The Parties acknowledge that this Housing Management Agreement is part of a program to support development and investment in Alice Springs Living Areas, including the implementation of the Strategic Indigenous Housing and Infrastructure Program and any subsequent housing and infrastructure investment program, and improved housing management in the Alice Springs Living Areas especially with respect to tenancy management and repairs and maintenance.

Agreed terms

1. Definitions and interpretation

1.1 Definitions

In this Housing Management Agreement and in the Background, unless the context requires otherwise:

Alice Springs Living Areas means all land referred to in subclause 69(1) to 69(10) and 69(12) to 69(17) of Part 4, Schedule 1 to the *Northern Territory National Emergency Response Act 2007* (Cth) as enacted;

Annexure means an annexure to this Housing Management Agreement;

Viewed at 11:10:48 on 31/10/2016 by 32GPL.

Association means the body that granted the Sublease to the EDTL;

Building includes:

(a) a structure and part of a building or a structure;

(b) fences, walls, out-buildings, service installations and other appurtenances of a building; or

(c) a boat or a pontoon which is permanently moored or fixed to a building or land;

Building Code means the Building Code of Australia developed by the Australian Building Codes Board;

Business Day means a day that is not a Saturday, Sunday, public holiday or bank holiday in Darwin;

CATSI Act means the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth);

Chief Executive Officer (Housing) means the body corporate sole of that name established under the *Housing Act* (NT);

Commencement Date means the date specified in Item 3 of the Schedule;

Community Land has the meaning given to that term in the Sublease;

Community Service means a service provided to the residents of the Living Area that is funded or approved by the Australian Government, the Northern Territory Government, or the local government for the Living Area or that is otherwise approved by the EDTL;

Construct includes reconstruct or make structural changes and the word **Construction** has a corresponding meaning;

Consult means to:

(a) meet with, as reasonably requested by;

(b) ask views of;

(c) listen to views of; and

(d) have regard to the views of, including taking account of the views, acting reasonably,

the body or person to be or being consulted;

Corporations Act means the *Corporations Act 2001* (Cth);

Cure Period means a reasonable period of time within which the Territory must cure a Default Event (other than a Financial Default), in accordance with clause 17.1(c), including any extensions of that period under clause 17.3;

Cure Plan means a plan by a Party to remedy a Default Event (other than a Financial Default) which is proposed during the Cure Period and details a work

Viewed at 11:10:48 on 31/10/2016 by 32GPL.

plan setting out each task to be undertaken in order to rectify the material breach and the time for each task to be completed;

Default Event means:

(a) a Financial Default; or

(b) a persistent and material failure by the Territory to comply with this Housing Management Agreement;

Default Notice means a notice given under clause 17.1;

Development includes:

(a) the Construction or exterior alteration or exterior decoration of a Building;

(b) the demolition or removal of a Building or Works;

(c) the Construction or carrying out of Works;

(d) the subdivision or consolidation of land, including Buildings or airspace;

(e) the placing or relocation of a Building or Works; and

(f) the Construction or putting up for display of signs or hoardings;

EDTL's Agents means the employees, contractors and agents of the EDTL;

Environmental Health Standards means the Environmental Health Standards for Remote Communities in the Northern Territory prepared by Territory Health Services;

Existing Improvements means all Improvements erected on or attached to the Land as at the Commencement Date;

Existing Services means all Services on or connected to the Land as at the Commencement Date;

Financial Default means a failure by the Territory to pay when due any money which the Territory is obliged to pay to the EDTL under this Housing Management Agreement (excluding a failure to pay the Housing Management Agreement Payment when due);

Final Housing Management Agreement Year means the period starting on 1 July immediately before the expiry of the Term or earlier determination of this Housing Management Agreement and ending on the expiry of the Term or earlier determination of this Housing Management Agreement;

Government Agency means any government or any public, statutory, governmental, semi-governmental, local governmental or judicial body, entity, department or authority and includes any self-regulatory organisation established under statute;

GST has the meaning given to that term in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

Housing Management Agreement Payment has the meaning given to that term in clause 5.1(a);

Viewed at 11:10:48 on 31/10/2016 by 32GPL.

Housing Management Agreement means this underlease including the Schedule and the Annexures;

Housing Management Agreement Year means the Preliminary Housing Management Agreement Year, each 12 month period expiring on 30 June in each year during the Term and the Final Housing Management Agreement Year;

Improvements means all Buildings, structures, fixtures, fittings, plant, equipment, partitions, signs or other materials or articles which are erected on or attached to the Land;

Infrastructure includes roads, kerbs, gutters and Services;

Insolvency Event means, in relation to a party, any one or more of the following events or circumstances:

(a) being in liquidation or provisional liquidation or under administration;

(b) having a controller or analogous person appointed to it or any of its property;

(c) being taken under section 459F(1) of the Corporations Act to have failed to comply with a statutory demand;

(d) being unable to pay its debts or being otherwise insolvent;

(e) becoming an insolvent under administration, as defined in section 9 of the Corporations Act;

(f) entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors; or

(g) any analogous event or circumstance under the Laws of any jurisdiction,

unless such event or circumstance occurs as part of a solvent reconstruction, amalgamation, compromise, arrangement, merger or consolidation approved by the other party;

Land means the land described in Item 2 of the Schedule;

Land Licence means a licence granted by the Territory pursuant to clause 9;

Land Licensee means any person who has been granted a Land Licence from the Territory;

Land Underlease means an underlease granted by the Territory pursuant to clause 9;

Land Underlessee means any person who has been granted a Land Underlease from the Territory;

Land Rights Act means the *Aboriginal Land Rights (Northern Territory) Act 1976* (Cth);

Law means:

(a) principles of law or equity established by decisions of courts;

Viewed at 11:10:48 on 31/10/2016 by 32GPL.

(b) statutes, regulations, ordinances or by-laws of the Commonwealth, a State, a Territory or any other Government Agency; and

(c) requirements and approvals (including conditions) of the Commonwealth, a State, a Territory or any other Government Agency that have the force of law;

Lease means the lease of the Living Area held by the Association;

Living Area means the land described in Item 1 of the Schedule;

Municipal Services Provider means a person who provides municipal services in the Living Area;

National Indigenous Housing Guide means the National Indigenous Housing Guide developed by the Department of Families, Housing, Community Services and Indigenous Affairs;

Outgoings means all existing and future amounts (including rates, duties and taxes):

(a) which are properly imposed, charged or levied under statute or by a Government Agency on the Association, the EDTL or the Territory; or

(b) which a Government Agency properly requires the Association, the EDTL or the Territory to spend,

and which are:

(c) paid or payable by the Association, the EDTL or the Territory during a Housing Management Agreement Year;

(d) in relation to the Land or Improvements on or attached to the Land; and

either capital or non-capital in nature;

Permitted Use has the meaning given to that term in clause 12.1;

Personal Injury includes:

(a) bodily injury, death, sickness, disease, disability, shock, fright, mental anguish or mental injury including the resultant loss of consortium or services at any time;

(b) false arrest, detention, false imprisonment, discrimination, malicious prosecution or humiliation, or breach of confidentiality;

(c) wrongful entry or wrongful eviction or other invasion of the right to private occupancy; and

(d) assault and/or battery not intentionally committed by or at the discretion of the insured unless so directed for the purpose of preventing or eliminating danger to property or persons;

Planning Scheme means any planning scheme under any applicable Law setting the framework for planning the use, development and protection of the Land or any part of the Land;

Viewed at 11:10:48 on 31/10/2016 by 32GPL.

Postal Service means the delivery of mail to residents of the Living Area;

Postal Service Provider means a person who provides a Postal Service to the Living Area;

Preliminary Housing Management Agreement Year means the period starting on the Commencement Date and ending on the following 30 June;

Registered Interest means any interest registered on the certificate of title referred to in Item 1 of the Schedule immediately before the Commencement Date other than the Sublease;

Related Entity has the meaning given to that term in the Corporations Act;

Requirement means any lawful present or future notices, orders, directions, requirements, statutes, ordinances, proclamations, regulations, schemes, permits, by-laws or other regulatory requirements affecting or relating to the Land or the use of the Land, irrespective of whether the Requirement is addressed to the Territory, the EDTL, the Association or any other person;

Right of Occupation has the same meaning given to that term in the Sublease;

Schedule means the schedule to this Housing Management Agreement;

Services means all utilities and services on or connected to the Land including water, gas, electricity, lighting, sanitation, drainage, stormwater, communication and telecommunication systems and includes all wires, cables, pipes, ducts, conduits, tanks, electrical and mechanical plant and all other ancillary or associated parts and accessories;

Services Provider means a person who provides Services in the Living Area;

Services Provider's Right of Occupation has the same meaning given to that term in the Sublease;

Sublease means the sublease of the Living Area granted to the EDTL;

Tangentyere Council means Tangentyere Council Incorporated Registration No. 00591C (N.T.);

Tenancy Agreement means a tenancy agreement granted by the Territory for residential purposes pursuant to clause 9;

Tenant means any person who has a Tenancy Agreement with the Territory;

Tenant's Right of Occupation has the same meaning given to that term in the Sublease;

Term has the meaning given to that term in clause 2.1(a);

Termination Event means:

(a) the occurrence of an Insolvency Event; or

(b) a fundamental breach of this Housing Management Agreement (including the failure to comply with clause 12.1);

Viewed at 11:10:48 on 31/10/2016 by 32GPL.

Territory's Improvements means all Improvements erected on or attached to the Land by:

(a) the Territory;

(b) any Tenant;

(c) any Land Underlessee; or

(d) any Land Licensee;

after the Commencement Date;

Territory's Percentage means the same percentage as the Land bears to the area of the Living Area to which an Outgoing applies, as determined by the EDTL and notified to the Territory;

Territory's Services means all Services installed in or on the Land by:

(a) the Territory;

(b) any Tenant;

(c) any Land Underlessee; or

(d) any Land Licensee;

after the Commencement Date;

Third Party means a party other than a Party to this Housing Management Agreement;

Works includes any change to the natural or existing condition or topography of the land including the removal, destruction or lopping of trees and the removal of vegetation or topsoil.

1.2 Interpretation

In this Housing Management Agreement, unless the context requires otherwise:

(a) the singular (including the singular of defined terms) includes the plural and vice versa;

(b) reference to a right includes a remedy, authority or power;

(c) the headings are used for convenience only and do not affect the interpretation of this Housing Management Agreement;

(d) as far as possible all provisions must be construed so as not to be invalid, illegal or unenforceable;

(e) wherever "include" or any form of that word is used, it must be construed as if it were followed by "(without being limited to)";

(f) reference to a thing is a reference to all or part of that thing;

Viewed at 11:10:48 on 31/10/2016 by 32GPL.

(g) unless the context requires or is otherwise stated in this Housing Management Agreement, a Party's obligations must be performed at that Party's own cost;

(h) a gender includes the other genders;

(i) other grammatical forms of defined words or expressions have corresponding meanings;

(j) a reference to a document includes the document as modified from time to time and any document replacing it;

(k) if something is to be or may be done on a day that is not a Business Day then it must be done on the next Business Day;

(l) the word "person" includes a natural person and any body or entity whether incorporated or not;

(m) the word "month" means calendar month and the word "year" means 12 months;

(n) the words "in writing" include any communication sent by letter, facsimile transmission or email or any other form of communication capable of being read by the recipient;

(o) a reference to all or any part of a statute, rule, regulation or ordinance (**statute**) includes that statute as amended, consolidated, re-enacted or replaced from time to time;

(p) a reference to a party includes a reference to the party's respective successors and permitted assigns;

(q) money amounts are stated in Australian currency unless otherwise specified;

(r) a reference to any agency or body, if that agency or body ceases to exist or is reconstituted, renamed or replaced or has its powers or functions removed (**defunct body**), means the agency or body which performs most closely the functions of the defunct body;

(s) reference in this Housing Management Agreement to a Tenant or a person who has a Tenancy Agreement with the Territory is, where the Tenant has granted a further estate or interest in the relevant area of the Land or has granted a further licence in the relevant area of the Land, to be taken to include a reference to any person claiming an estate or interest in land through such Tenant, or a licensee or sublicensee of the Tenant, or any person claiming a licence through such Tenant;

(t) reference in this Housing Management Agreement to a Land Underlessee or the holder of a Land Underlease is, where the Land Underlessee has granted a further estate or interest in the relevant area of the Land, to be taken to include a reference to such an underlessee or any person claiming an estate or interest in land through such Land Underlessee, or a licensee of the Land Underlessee, or any person claiming a licence through such Land Underlessee; and

(u) reference in this Housing Management Agreement to a Land Licensee or the holder of a Land Licence is, where the Land Licensee has granted a

Viewed at 11:10:48 on 31/10/2016 by 32GPL.

further licence in the relevant area of the Land, to be taken to include a reference to any such sublicensee or any person claiming a licence in land through such Land Licensee.

This Housing Management Agreement operates as a deed.

1.3 Good faith

The Parties must act reasonably and in good faith in performing their respective obligations under this Housing Management Agreement.

1.4 Survival

In addition to this clause 1, the following clauses survive the expiration or earlier determination of this Housing Management Agreement: clauses 13, 14, 17, 18, 20, 21 and 22.

2. Housing Management Agreement and Reservations

2.1 Grant of Housing Management Agreement

(a) The EDTL grants to the Territory an underlease of the Land, subject to and concurrent with any Registered Interests and any Rights of Occupation, commencing on the Commencement Date, for a term of 3 years (**Term**).

(b) The Territory accepts the grant of an underlease of the Land upon these terms and otherwise subject to the provisions of this Housing Management Agreement.

(c) For the avoidance of doubt, the underlease of the Land includes an underlease of all Existing Improvements and Existing Services.

2.2 Reservations in respect of adjoining sites

(a) Subject to clauses 2.2(b) to 2.2(d), the Territory acknowledges that for the purpose of the EDTL providing Services to, on, over, through or under the Living Area, the EDTL may:

(i) install, maintain, use, repair, alter and replace pipes, ducts, conduits, cables, wires and poles through, on, over and under the Land;

(ii) hang cables and wires from the poles referred to in paragraph (i);

(iii) pass and run Services though the pipes, ducts, conduits, cables and wires; and

(iv) for the purpose of exercising its rights under paragraphs (i), (ii) or (iii) above, grant licences within the Land to, or enter into agreements with any Government Agency or providers of Services.

(b) The EDTL must give the Territory not less than 14 days notice that the EDTL proposes to undertake any Works or grant any licences in exercise of its rights under this clause 2.2, except in the case of an emergency when no such notice is required.

Viewed at 11:10:48 on 31/10/2016 by 32GPL.

(c) If the EDTL gives the Territory notice under clause 2.2(b), the EDTL must ensure, as far as reasonably practicable, that the EDTL puts arrangements and procedures in place to minimise any disruption to the Territory's use of the Land for the Permitted Use during the undertaking of the Works.

(d) If the EDTL gives the Territory notice under clause 2.2(b), the Territory must:

(i) assist the EDTL in ensuring, as far as reasonably practicable, that arrangements and procedures are put in place by the EDTL and the Territory to minimise any disruption of the Territory's use of the Land for or in connection with the Permitted Use during the undertaking of the Works;

(ii) implement, as far as reasonably practicable, appropriate work practices during the undertaking of the Works to assist the EDTL in completing the Works in a timely and cost efficient manner;

(iii) give the EDTL access to the Land when required by the EDTL for the purpose of undertaking the Works; and

(iv) use best endeavours to mitigate any loss or damage suffered by the Territory as a result of the Works.

2.3 Other Reservations

The Territory acknowledges that the Lease contains reservations to the Northern Territory and that this Housing Management Agreement is subject to those reservations.

2.4 Rent from Tenants

For the purposes of clause 7.2(b) of the Sublease, the Parties agree that any money in the nature of rent, licence fees or other monies payable to a Housing Authority or the EDTL under or in connection with the Tenant's Right of Occupation is payable to the Territory from the Commencement Date.

3. Mutual agreements and declarations

The Parties mutually agree and declare that:

(a) the EDTL may enter into an underlease pursuant to the Sublease and section 20C of the Land Rights Act and exercise all the powers of an underlessor under this Housing Management Agreement; and

(b) the Territory may enter into an underlease and exercise all the powers of an underlessee under this Housing Management Agreement including entering into Tenancy Agreements and granting Land Underleases and Land Licences.

4. Implied covenants

The covenants, powers and provisions implied in leases under any relevant legislation are hereby expressly excluded except to the extent that they are expressly embodied in this Housing Management Agreement or to the extent only that it would be unlawful to exclude any such covenant, power or provision.

Viewed at 11:10:48 on 31/10/2016 by 32GPL.

5. Housing Management Agreement Payment

5.1 Housing Management Agreement Payment

(a) The Territory must pay the EDTL $1 if demanded by the EDTL (**Housing Management Agreement Payment**).

(b) The Territory must pay the Housing Management Agreement Payment within 30 Business Days of receiving notice of a demand by the EDTL.

6. Services Providers

The Parties agree that they will use their best endeavours to negotiate (for a reasonable period of time) an agreement with Services Providers relating to Services, including giving any rights of access and other interests required to facilitate the provision of the Services, as each party considers appropriate. An agreement with a Services Provider may modify, replace or override the terms of a Services Provider's Right of Occupation.

7. Access

7.1 General

(a) The Parties undertake that they will do all things reasonably necessary to enable the Territory to enjoy and exercise its rights, title and interests under this Housing Management Agreement.

(b) Subject to the terms of this Housing Management Agreement, the Parties undertake that they will do all things reasonably necessary to enable Tenants, Land Underlessees, Land Licensees and persons holding Rights of Occupation to enjoy and exercise their rights, title and other interests under their Tenancy Agreements, Land Underleases, Land Licences and Rights of Occupation.

(c) The Parties undertake that they will do all things reasonably necessary to enable persons to enter the Land to conduct their legitimate business in or on the Land, but so that any such access shall not interfere with the enjoyment and exercise of the rights, title and other interests of Tenants, Land Underlessees, Land Licensees and persons holding Rights of Occupation.

(d) Without limiting clause 7.1(c), the Parties undertake that they will do all things reasonably necessary to enable:

(i) a person to enter the Land (at reasonable times) to provide a Community Service in or on the Land;

(ii) Tangentyere Council to enter the Land (at reasonable times) to complete the initial upgrade works in or on the Land in accordance with the funding agreement between Tangentyere Council and the Territory dated 5 September 2008;

(iii) a Municipal Services Provider to enter the Land (at reasonable times) to provide municipal services in or on the Land; and

(iv) a Postal Service Provider to enter the Land (at reasonable times) to provide a Postal Service in or on the Land,

Viewed at 11:10:48 on 31/10/2016 by 32GPL.

but so that any such access shall not interfere with the enjoyment and exercise of the rights, title and other interests of Tenants, Land Underlessees, Land Licensees and persons holding Rights of Occupation.

7.2 Association's right of access

(a) The Territory acknowledges that the Association may so often as it reasonably requires (at reasonable times and on reasonable notice) enter the Land to make reasonable investigations as the Association may deem necessary for the purpose of ascertaining whether or not there has been any breach of any of the terms, covenants or conditions expressed or implied in the Sublease.

(b) Nothing in this clause 7.2 permits the Association to enter an individual housing lot unless such entry is in accordance with:

(i) a Law;

(ii) the terms or conditions of the relevant lease, licence, Right of Occupation, statutory occupation right or other occupancy right granted to the tenant for the purpose of residential housing; or

(iii) with the consent of the person who holds the relevant lease, licence, Right of Occupation, statutory occupation right or other occupancy right granted to the tenant for the purpose of residential housing.

7.3 EDTL's right of access

(a) The EDTL may so often as it reasonably requires (at reasonable times and on reasonable notice) enter the Land to make reasonable investigations as the EDTL may deem necessary for the purpose of ascertaining whether or not there has been any breach of any of the terms, covenants or conditions expressed or implied in this Housing Management Agreement, but only if the EDTL suspects, on reasonable grounds, that the Territory has breached a term of this Housing Management Agreement.

(b) Nothing in this clause 7.3 permits the EDTL to enter an individual housing lot unless such entry is in accordance with:

(i) a Law;

(ii) the terms or conditions of the relevant lease, licence, Right of Occupation, statutory occupation right or other occupancy right granted to the tenant for the purpose of residential housing; or

(iii) with the consent of the person who holds the relevant lease, licence, Right of Occupation, statutory occupation right or other occupancy right granted to the tenant for the purpose of residential housing.

Viewed at 11:10:48 on 31/10/2016 by 32GPL.

8. Improvements

8.1 Existing Improvements

(a) Existing Improvements subject to a Registered Interest will remain subject to the terms of that Registered Interest, for the period of the Registered Interest.

(b) Existing Improvements subject to a Right of Occupation are included in that Right of Occupation, for the period of that Right of Occupation.

(c) Subject to clauses 8.1(a) and 8.1(b), all Existing Improvements are leased to the EDTL under the Sublease, and are the subject of this Housing Management Agreement.

8.2 Maintenance of Existing Improvements

(a) Subject to clauses 8.2(b) and 8.2(c), the Territory will be under no obligation under this Housing Management Agreement to maintain, repair or replace any Existing Improvements, or to compensate the Association, the EDTL or any other person for damage to or destruction of Existing Improvements.

(b) If the Sublease requires the EDTL to maintain, repair or replace any Existing Improvements, the Territory must maintain, repair or replace those Existing Improvements.

(c) If the Territory upgrades any Existing Improvements, the Territory must maintain, repair and replace those Existing Improvements.

(d) The Territory may alter, remove or demolish the Existing Improvements.

8.3 EDTL's Rights in respect of Existing Improvements

(a) The EDTL reserves the right to carry out any Works in respect of the Existing Improvements that may be required to comply with any applicable Law, Planning Scheme, Requirement or the Sublease which are not the responsibility of the Territory or which are the responsibility of the Territory but with which the Territory fails to comply (provided that, in the case of a failure to comply by the Territory, the EDTL has given the Territory written notice of any such failure to comply and the Territory has not remedied its failure to comply within the time period specified in the notice, such time period to be reasonable taking into account the nature of the Works).

(b) The EDTL may exercise its rights under clause 8.3(a):

(i) on giving prior reasonable written notice (except in the case of an emergency when no notice will be required);

(ii) at reasonable times (and in accordance with the requirements in clause 7.3(b)) ; and

(iii) if reasonably required by the Territory, accompanied by a person appointed by the Territory.

Viewed at 11:10:48 on 31/10/2016 by 32GPL.

(c) The Territory must pay to the EDTL on demand all reasonable charges for all Works carried out by the EDTL under clause 8.3(a) in circumstances where the Territory is obliged to carry out the Works under this Housing Management Agreement but has failed to do so.

8.4 Association's Rights in respect of Existing Improvements

The Territory acknowledges that:

(a) the Association has the right to carry out any Works in respect of the Existing Improvements that may be required to comply with any applicable Law, Planning Scheme or Requirement which are not the responsibility of the EDTL or which are the responsibility of the EDTL under the Sublease but with which the EDTL fails to comply; and

(b) the Association may exercise its rights under clause 8.4(a):

(i) on giving prior reasonable written notice to the EDTL (except in the case of an emergency when no notice will be required);

(ii) at reasonable times; and

(iii) if reasonably required by the EDTL, accompanied by a person appointed by the EDTL.

8.5 Territory's Improvements

(a) Subject to the Law, the Planning Scheme and the terms of this Housing Management Agreement, the Territory may erect, install, alter, remove, refurbish and demolish the Territory's Improvements and the Territory's Services in, on or under the Land provided that any upgrades or Construction of houses are in accordance with the Building Code and have regard to the Environmental Health Standards and the National Indigenous Housing Guide.

(b) During the Term, all the Territory's Improvements and the Territory's Services will remain the property of the Territory.

(c) The Territory must maintain, repair and replace the Territory's Improvements and the Territory's Services.

8.6 Ownership of Improvements at the end of the Housing Management Agreement

(a) At the expiry or sooner determination of this Housing Management Agreement, all Improvements and Services (including the Territory's Improvements and the Territory's Services) will, as between the EDTL and the Territory, subject to any continuing Registered Interest referred to in clause 8.1(a), any continuing Right of Occupation referred to in clause 8.1(b) and any other relevant continuing right, title or other interest, be the property of the EDTL in consideration of the sum of $1, if demanded by the Territory.

(b) Subject to any agreements in writing between the EDTL and the Territory, the EDTL will not be required to further compensate the Territory for the transfer of the Improvements.

Viewed at 11:10:48 on 31/10/2016 by 32GPL.

(c) The Territory undertakes to do all things necessary, including procuring the agreement and cooperation of any Tenants, Land Underlessees and Land Licensees, to enable the EDTL to enjoy and exercise its rights and interests under this clause 8.6.

9. Tenancy Agreements, Land Underleases and Land Licences

9.1 Tenancy Agreements (Residential)

(a) Subject to the provisions of this clause 9, the EDTL acknowledges that the Territory may grant a Tenancy Agreement provided that the Territory:

(i) ensures that the term of any Tenancy Agreement (including any options) does not exceed the balance of the Term then remaining less 1 day;

(ii) ensures that the Tenancy Agreement is granted in accordance with the requirements of this Housing Management Agreement.

(b) The Territory must use its best endeavours to facilitate the grant of a Tenancy Agreement with all natural persons holding a Tenant's Right of Occupation.

(c) Subject to the terms and conditions of the Tenant's Right of Occupation, the Territory may terminate a Tenant's Right of Occupation provided it has complied with clause 9.1(b).

(d) The Territory must Consult with the Association in relation to housing and tenancy management policies and procedures (at intervals not less than every 6 months), as they relate to the Living Area.

9.2 Grant of Land Underlease

Subject to the EDTL's prior written consent, the Territory may grant a Land Underlease provided that the Territory ensures that:

(a) the term of any Land Underlease (including any options) does not exceed the balance of the Term then remaining less 1 day;

(b) subject to clause 20.3, the Land Underlease expires automatically upon expiration or early determination of this Housing Management Agreement; and

(c) the Land Underlease is granted in accordance with the requirements of this Housing Management Agreement.

9.3 Grant of Land Licence

Subject to the EDTL's prior written consent, the Territory may grant Land Licences provided that the Territory ensures that:

(a) the term of any Land Licence (including options) does not exceed the balance of the Term then remaining less 1 day;

Viewed at 11:10:48 on 31/10/2016 by 32GPL.

(b) subject to clause 20.3 the Land Licence expires automatically upon expiration or early determination of this Housing Management Agreement; and

(c) the Land Licence is granted in accordance with the requirements of this Housing Management Agreement.

9.4 Special condition in relation to underleases to a Territory Entity

(a) For the purposes of this clause 9.4, **Territory Entity** means:

(i) The Chief Executive Officer (Housing);

(ii) The Alice Springs Town Council constituted under the *Local Government Act* (NT); and

(iii) The Power and Water Corporation being a 'Government owned corporation' under the *Government Owned Corporation Act 2001* (NT); or

(iv) a 'Government owned corporation' under the *Government Owned Corporation Act 2001* (NT).

(b) Subject to the requirements of the Lease, the Territory does not require the EDTL's prior written consent for a Land Underlease or a Land Licence to a Territory Entity (except in relation to Community Land).

9.5 No release of liability

(a) The Territory acknowledges that the entry into a Tenancy Agreement or the granting of a Land Underlease or Land Licence pursuant to this clause 9 will not release the Territory from any of its obligations or liabilities under this Housing Management Agreement.

(b) Any act or omission by a Tenant or an invitee of a Tenant that would constitute a breach of this Housing Management Agreement if committed by the Territory is, for the purposes of this Housing Management Agreement, deemed not to be a breach of this Housing Management Agreement.

9.6 Community Land

(a) The Parties acknowledge that under the terms of the Sublease the EDTL may grant the Association an underlease of Community Land.

(b) The Parties further acknowledge that in order for the EDTL to grant an underlease of Community Land to the Association, the relevant area of Community Land will need to be surrendered from this Housing Management Agreement to the extent that it forms part of the Land under this Housing Management Agreement.

(c) For the purposes of this clause 9.6 and if requested by the EDTL, the Territory must execute any document (in a form acceptable to both parties, acting reasonably) required to facilitate the surrender of part of the Land to enable the grant of an underlease of Community Land to the Association.

Viewed at 11:10:48 on 31/10/2016 by 32GPL.

(d) The EDTL will consult with the Territory prior to making a request under clause 9.6(c).

10. Rates, Taxes and Charges

10.1 Outgoings

(a) The Territory must pay on time any Outgoing (or in the Preliminary Housing Management Agreement Year or Final Housing Management Agreement Year, the appropriate part of any Outgoing) whether issued against the Association, the EDTL or the Territory.

(b) Where any Outgoing is issued against the EDTL, the EDTL must give the Territory a copy of the invoice in respect of that Outgoing within 7 Business Days of receiving the invoice.

(c) Where any Outgoing is assessed against the Association and the Association provides a copy of the invoice in respect of that Outgoing to the EDTL, the EDTL must give the Territory a copy of the invoice within 7 Business Days of receiving the invoice from the Association.

(d) The Territory must pay the amounts under this clause 10.1 direct to any Government Agency or other person imposing the charge.

(e) If the Land is not separately assessed for an Outgoing, the Territory must pay the Territory's Percentage of the Outgoing to the EDTL within 7 Business Days of demand.

(f) The Territory must give the EDTL receipts for any Outgoings paid by the Territory upon request by the EDTL.

10.2 Charges for Services

(a) The EDTL is not liable for:

(i) the cost of any Services supplied, metered, consumed or connected to the Land except where the Services are for the benefit of the EDTL; or

(ii) the cost of installing separate meters for any Services capable of being separately metered.

(b) The Territory must pay on time any amounts charged or levied directly upon the Association or the EDTL relating to the use or supply of Services (except where the Services are for the benefit of the Association or the EDTL) direct to any Government Agency or other person imposing the charge.

10.3 Stamp duty

(a) For the avoidance of doubt, the Territory must pay any stamp duty assessed on this Housing Management Agreement.

Viewed at 11:10:48 on 31/10/2016 by 32GPL.

11. GST

(a) Unless otherwise indicated, all consideration for any supply made under this Housing Management Agreement is exclusive of any GST imposed on the supply.

(b) Subject to this clause 11, if one party (**supplier**) makes a taxable supply under this Housing Management Agreement to the other party (**recipient**), the recipient on receipt of a tax invoice from the supplier must pay without setoff an additional amount to the supplier equal to the GST imposed on the supply in question.

(c) No party may claim or retain from another party any amount in relation to a supply made under this Housing Management Agreement for which the first party can obtain an input tax credit or decreasing adjustment.

12. Use of Land

12.1 Permitted Use

The Territory must only use, and permit the use of, the Land:

(a) consistent with the purpose of the Lease; and

(b) for the purpose of the provision of community or public housing services and related Infrastructure (and all purposes incidental thereto)

(**Permitted Use**). At the Commencement Date the purpose of the Lease is Aboriginal residential living area and ancillary.

12.2 Compliance with Laws and Planning Scheme

The Territory must comply with all Laws and any Planning Scheme which affect or relate to the Land and the use or occupation of the Land and its Improvements regardless of whether the Law or Planning Scheme requires any, or any combination, of the Territory, the EDTL and the Association or any Third Party to take action, except to the extent that such compliance requires the Territory to undertake structural alterations or additions to Existing Improvements, unless such structural alterations or additions are occasioned or required by reason of:

(a) the nature of the particular business conducted by the Territory in or on the Land; or

(b) any negligence or default of the EDTL.

12.3 Compliance with Lease

(a) If the Lease or Sublease (including clause 17 (Use of Living Area) of the Sublease) restricts or places conditions on any Development, the Territory must comply with those restrictions and conditions as if they were restrictions or conditions under this Housing Management Agreement.

(b) If the Lease places any obligations on the Association, the Territory must comply with those obligations as if they were obligations under this Housing Management Agreement.

Viewed at 11:10:48 on 31/10/2016 by 32GPL.

(c) Clause 12.3(b) does not apply to any obligations in the Lease that require the Association to pay rent or other monies except as otherwise expressly provided in this Housing Management Agreement.

12.4 Compliance with notices

The Territory must comply with all notices, orders and directions issued or given by a Government Agency which affect or relate to the Land or the use or occupation of the Land regardless of whether the notice, order or direction is addressed to or requires compliance by any, or any combination, of the Territory, the EDTL and the Association or any Third Party except:

(a) to the extent that the Association or EDTL is required to comply with any Law; or

(b) to the extent that compliance with the obligation in this clause 12.4 requires the Territory to undertake structural alterations or additions to Existing Improvements, unless such structural alterations or additions are occasioned or required by reason of:

(i) the nature of the particular business conducted by the Territory in or on the Land; or

(ii) any negligence or default of the Territory.

12.5 Notices

A Party which receives a notice, order or direction from a Government Agency which affects or relates to the Land or the use or occupation of the Land must promptly give a copy of that notice, order or direction to the other Parties.

12.6 Roads

The Parties acknowledge that the general Laws of the Northern Territory, or a local government body of the Northern Territory, in relation to the use of public roads should apply to all roads in the Living Area generally used by the occupants of the Living Area, and will make no objection or claim to compensation if those Laws do apply.

13. The Territory's release

13.1 Risk

The Territory:

(a) uses and occupies the Land;

(b) uses the Existing Improvements; and

(c) uses all Services,

at the Territory's own risk.

Viewed at 11:10:48 on 31/10/2016 by 32GPL.

13.2 The Territory releases the EDTL

(a) The Territory releases the EDTL and the EDTL's Agents to the full extent permitted by Law from all claims, liabilities, actions, suits, demands, costs and expenses of every kind resulting from any:

(i) loss of or damage to any property in the Land;

(ii) death or injury of any person occurring on any part of the Land;

(iii) act or omission of the EDTL or the EDTL's Agents in the Land; and

(iv) failure of any of the Services.

(b) The Territory releases and forever discharges the EDTL from any and all liability arising from any disruption to the Territory's use of the Land arising from Works validly undertaken pursuant to clauses 2.2, 8.3(a) and 8.4 including but not limited to any claim for the EDTL's breach of the covenant of quiet enjoyment.

(c) This release will not apply to the extent that any claim, liability, action, suit, demand, cost or expense is caused directly by a deliberate or negligent act or omission of the EDTL or the EDTL's Agents or a breach of the Housing Management Agreement by the EDTL.

14. Insurance

14.1 Obligation to insure the Improvements

The Territory must effect and maintain insurance to cover the Improvements:

(a) against loss destruction or damage for not less than $10,000,000 for any one occurrence; and

(b) with cover which extends to include claim contingencies covering removal of debris or demolition costs and professional fees of not less than $2,000,000 for any one occurrence.

14.2 Obligation to insure for public liability

The Territory must effect and maintain insurance with a limit of not less than $20,000,000 for any one occurrence to cover:

(a) Personal Injury; and

(b) loss destruction or damage to any property.

14.3 Periods of insurance

The insurances referred to in this clause 14 must be:

(a) in force at the Commencement Date;

(b) maintained effective until the expiration or earlier determination of this Housing Management Agreement;

Viewed at 11:10:48 on 31/10/2016 by 32GPL.

(c) maintained for the whole of the Land for the duration of the Territory's occupation of the Land; and

(d) with an insurer approved by the EDTL.

14.4 Insurers and policies

(a) The Territory must:

(i) not alter any insurance policy required under this clause 14 during the Term to the extent such alteration results in the insurance not complying with this clause 14; and

(ii) give immediate notice to the EDTL of any cancellation of any policy.

(b) The EDTL reserves the right to require the Territory to effect and maintain additional insurance or to increase the amount of existing insurance from time to time during the Term where a reasonable requirement to do so can be demonstrated and such insurance is available in the commercial insurance market on commercially reasonable terms and conditions.

(c) All policies of insurance must note the interest of the EDTL.

14.5 The Territory to satisfy itself

The Territory must take responsibility itself for deciding whether to insure any risks which have not been covered by the policies referred to in this clause 14 or to cover any exclusions, conditions or excesses in the policies which it may wish to insure against or cover.

14.6 Insurance policies to waive rights of subrogation

The Territory must ensure that each policy of insurance effected and maintained pursuant to this clause 14 provides that the insurer waives all rights remedies or relief to which it might become entitled by way of subrogation to the Territory as against the EDTL and any successors.

14.7 No limitation

This clause 14 does not detract from any of the Territory's obligations under this Housing Management Agreement.

14.8 Association to prove currency of insurance

The Territory must produce to the EDTL, if required by the EDTL, reasonable proof of the currency of any of the insurances required by this clause 14.

14.9 The Territory's insurance

(a) The Territory confirms that it is a self-insured entity and will remain so for the Term.

(b) The EDTL acknowledges that while the Territory remains self-insured it is not obliged to take out separate policies of insurance to satisfy its obligations under this clause 14.

Viewed at 11:10:48 on 31/10/2016 by 32GPL.

15. Reinstatement

15.1 No obligation to reinstate

Subject to clause 8, neither the EDTL or the Territory has any obligation to reinstate the Land if at any time during the Term any part of the Land is wholly or partly damaged or destroyed or becomes unfit for, or incapable of use or occupation.

15.2 No right to damages

The Territory will not have any right, action or claim for loss, damage or compensation against the EDTL or the EDTL's Agents as a result of damage to or destruction of any part of the Land except to the extent that the damage or destruction is caused or contributed to by a wilful or negligent act or omission of the EDTL or the EDTL's Agents.

16. EDTL's obligations

16.1 Quiet enjoyment

In consideration for the Territory complying with this Housing Management Agreement, the Territory may, subject to any Registered Interest or Right of Occupation, peaceably hold and quietly enjoy the Land during the Term without disturbance or interruption from or by the EDTL or any other person or persons claiming under the EDTL during the Term.

16.2 Produce certificates

The EDTL will procure the production of all necessary certificates as to title upon demand by the Territory to facilitate the registration of this Housing Management Agreement, any Land Underlease and any Land Licence granted by the Territory or any transfer, variation, mortgage, underlease, surrender or other dealing with or involving a Land Underlease or Land Licence.

17. Default

17.1 Occurrence of Default Event

If a Default Event occurs the EDTL may give the Territory a notice in writing:

(a) specifying that a Default Event has occurred;

(b) setting out reasonable details of the event or circumstance constituting the Default Event; and

(c) in the case of a Default Event other than a Financial Default, specifying the Cure Period.

17.2 Financial Default

(a) If the Territory commits a Financial Default and fails to remedy the breach within 40 Business Days after receiving the Default Notice, the EDTL may terminate this Housing Management Agreement 40 Business Days after giving notice of intention to terminate to the Territory subject to clause 17.2(b).

Viewed at 11:10:48 on 31/10/2016 by 32GPL.

(b) The EDTL may not give written notice of intention to terminate to the Territory until it has exhausted the procedures in clause 21.

17.3 Remedies for other Default Events

(a) If the Territory commits a Default Event, other than a Financial Default, then within 20 Business Days of receipt of the Default Notice, the Territory must provide to the EDTL a Cure Plan in respect of that Default Event. The EDTL must not unreasonably refuse a request by the Territory for an extension of time to prepare the Cure Plan.

(b) Following receipt of a Default Notice, the Territory will be permitted to cure the Default Event within the Cure Period and, if applicable, in accordance with the Cure Plan.

(c) If the Territory requires an extension to the Cure Period it may, not later than the expiration of the current Cure Period, provide to the EDTL:

(i) a revised Cure Plan; and

(ii) evidence that:

(A) the Territory has diligently pursued and is continuing to diligently pursue a feasible and practicable programme of rectification; and

(B) the Default Event cannot be (or could not have been), with reasonable diligence, cured within the current Cure Period.

(d) The EDTL must not unreasonably refuse to grant an extension of the Cure Period.

(e) The provisions of this clause 17.3 do not limit or reduce the rights of the EDTL to claim damages for breach of this Housing Management Agreement.

17.4 Remedies for Termination Event

(a) If a Termination Event occurs, then the EDTL will be entitled to:

(i) terminate this Housing Management Agreement 40 Business Days after service of written notice of intention to terminate to the Territory subject to clause 17.4(b); and

(ii) exercise all legal and equitable rights and remedies available to the EDTL (whether under this Housing Management Agreement or otherwise).

(b) If the Termination Event that occurs falls within the scope of paragraph (b) of the definition in clause 1.1 (that is, a fundamental breach of this Housing Management Agreement) and is capable of being remedied, the EDTL may not terminate this Housing Management Agreement if the EDTL, acting reasonably, is satisfied that such breach has been remedied by the Territory prior to the expiration of the notice period specified in clause 17.4(a)(i).

Viewed at 11:10:48 on 31/10/2016 by 32GPL.

17.5 Waiver

If this Housing Management Agreement, or the Territory's right to occupy the Land is terminated for any reason, the Territory waives any rights it might otherwise have to pursue a claim of restitution of any kind including, without limitation, a claim of unjust enrichment.

17.6 Consequences of termination

Upon termination of this Housing Management Agreement, or the Territory's right to occupy the Land (whether through default or expiry or otherwise), the rights and obligations of the Parties will cease except for:

(a) any obligations arising or rights accrued as a result of an existing breach of this Housing Management Agreement; and

(b) any obligations which are expressed to continue in accordance with the terms of this Housing Management Agreement.

18. Overholding

If the Territory remains in occupation of the Land without objection by the EDTL following the expiration or earlier determination of this Housing Management Agreement, then:

(a) the Territory will be deemed to be a monthly tenant upon the same terms and conditions as are contained in this Housing Management Agreement so far as they are applicable to such a tenancy; and

(b) such a tenancy will be determinable by either Party on 1 month's prior written notice.

19. Housing Management Agreement ends if Sublease ends

This Housing Management Agreement will automatically end if the Sublease ends for any reason and this Housing Management Agreement is not novated or assigned pursuant to clause 26.3 of the Sublease. If this Housing Management Agreement ends under this clause, this does not affect rights that arise before, or because of, the ending of this Housing Management Agreement.

20. Obligations on expiration or termination

20.1 Return of Land

The Territory must return the Land to the EDTL at the expiration, surrender or earlier determination of the Territory's occupancy of the Land in a condition consistent with its obligations under this Housing Management Agreement.

20.2 Novation of agreements

(a) Subject to clause 20.3, upon the expiration or earlier determination of this Housing Management Agreement the Territory must, upon the request of the EDTL, use all reasonable endeavours to novate or assign to the EDTL or the EDTL's nominee without payment:

Viewed at 11:10:48 on 31/10/2016 by 32GPL.

(i) any service or maintenance agreement relating to the Land, Improvements or Services (or any part of it) or the benefit of any such agreement; and

(ii) any other agreement solely relating to the Land (or any part of it) or the benefit of any such agreement.

(b) Nothing in this clause 20.2 requires the EDTL to request the novation or assignment of any agreement.

20.3 Novation of Tenancy Agreements, Land Underleases and Land Licences

Prior to or upon the early determination of this Housing Management Agreement:

(a) the Territory must use all reasonable endeavours to novate or assign all Tenancy Agreements, Land Underleases and Land Licences to the EDTL; and

(b) the EDTL must use all reasonable endeavours to enable the Territory to novate or assign all Tenancy Agreements, Land Underleases and Land Licences to the EDTL.

21. Dispute resolution

21.1 Procedure to resolve disputes

If there is a dispute between the Parties relating to or arising out of this Housing Management Agreement, the Parties must use reasonable endeavours acting in good faith to settle the dispute as soon as practicable.

21.2 Continue to perform

Notwithstanding the existence of a dispute, each Party must continue to perform its obligations under this Housing Management Agreement.

22. General

22.1 Amendments

The Parties may from time to time by agreement in writing, amend or vary the provisions of this Housing Management Agreement.

22.2 Nature of obligations

(a) Any provision in this Housing Management Agreement which binds more than one person binds all of those persons jointly and each of them severally.

(b) Each obligation imposed on a Party by this Housing Management Agreement in favour of another is a separate obligation.

22.3 Entire understanding

(a) This Housing Management Agreement contains the entire understanding between the Parties concerning the subject matter of the Housing

Viewed at 11:10:48 on 31/10/2016 by 32GPL.

Management Agreement and supersedes all prior communications between the Parties.

(b) Each Party acknowledges that, except as expressly stated in this Housing Management Agreement, that Party has not relied on any representation, warranty or undertaking of any kind made by or on behalf of the other Party in relation to the subject matter of this Housing Management Agreement.

22.4 No adverse construction

This Housing Management Agreement is not to be construed to the disadvantage of a Party because that Party was responsible for its preparation.

22.5 Further assurances

A Party, at its own expense and within a reasonable time of being requested by another Party to do so, must do all things and execute all documents that are reasonably necessary to give full effect to this Housing Management Agreement.

22.6 No waiver

(a) A failure, delay, relaxation or indulgence by a Party in exercising any power or right conferred on the Party by this Housing Management Agreement does not operate as a waiver of the power or right.

(b) A single or partial exercise of the power or right does not preclude a further exercise of it or the exercise of any other power or right under this Housing Management Agreement.

(c) A waiver of a breach does not operate as a waiver of any other breach.

22.7 Severability

If any provision of this Housing Management Agreement is void, voidable by any party, unenforceable or illegal, it shall be read down so as to be valid and enforceable or if it can not be so read down, the provision (or where possible the offending words), shall be severed from this Housing Management Agreement without affecting the validity, legality or enforceability of the remaining provisions (or parts of those provisions) of this Housing Management Agreement which will continue in full force and effect.

22.8 Successors and assigns

This Housing Management Agreement binds and benefits the Parties and their respective successors and permitted assigns under clause 22.9.

22.9 No assignment without consent of other Parties

A Party cannot assign or otherwise transfer the benefit of this Housing Management Agreement without the prior written consent of each other Party.

22.10 Consents and approvals

Where anything depends on the consent or approval of a Party then, unless this Housing Management Agreement provides otherwise, that consent or approval

Viewed at 11:10:48 on 31/10/2016 by 32GPL.

may be given conditionally or unconditionally or withheld, in the absolute discretion of that Party.

22.11 Costs

Each Party must pay its own legal costs of and incidental to the preparation and completion of this Housing Management Agreement.

22.12 Governing law and jurisdiction

(a) This Housing Management Agreement is governed by and must be construed in accordance with the laws in force in the Northern Territory.

(b) The Parties submit to the exclusive jurisdiction of the courts of that Territory and the Commonwealth of Australia in respect of all matters arising out of or relating to this Housing Management Agreement, its performance or subject matter.

22.13 Notices

Any notice or other communication to or by a Party under this Housing Management Agreement:

(a) may be given by personal service, pre-paid registered post or facsimile;

(b) must be in writing, legible and in English addressed (depending on the manner in which it is given) as set out in Item 4 of the Schedule or to any other address last notified by the Party to the sender by notice given in accordance with this clause;

(c) in the case of a corporation, must be signed by an officer or authorised representative of the sender or in accordance with section 127 of the Corporations Act or section 99-5 of the CATSI Act; and

(d) is deemed to be given by the sender and received by the addressee:

(i) if delivered in person, when delivered to the addressee;

(ii) if posted, 2 Business Days (or 6 Business Days, if posted outside Australia) after the date of posting to the addressee whether delivered or not; or

(iii) if sent by facsimile transmission, on the date and time shown on the transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety and in legible form to the facsimile number of the addressee notified for the purposes of this clause,

but if the delivery or receipt is on a day which is not a Business Day or is after 4.00 pm (addressee's time), it is deemed to have been received at 9.00 am on the next Business Day.

22.14 Counterparts

If this Housing Management Agreement consists of a number of signed counterparts, each is an original and all of the counterparts together constitute the same document.

Viewed at 11:10:48 on 31/10/2016 by 32GPL.

22.15 Conflicting provisions

If there is any conflict between the main body of this Housing Management Agreement and any schedules or annexures comprising it, then the provisions of the main body of this Housing Management Agreement prevail.

22.16 Non merger

A term or condition of, or act done in connection with, this Housing Management Agreement does not operate as a merger of any of the rights or remedies of the Parties under this Housing Management Agreement and those rights and remedies continue unchanged.

22.17 No right of set-off

Unless this Housing Management Agreement expressly provides otherwise, a Party has no right of set-off against a payment due to another Party.

22.18 Payment of interest

Any provision expressed or implied in this Housing Management Agreement obliging the Territory to pay interest on any moneys including the Housing Management Agreement Payment has no effect.

22.19 Relationship of Parties

Unless this Housing Management Agreement expressly provides otherwise, nothing in this Housing Management Agreement may be construed as creating a relationship of partnership, of principal and agent or of trustee and beneficiary.

22.20 Residential Tenancies Act

(a) Notwithstanding any other clause in this Housing Management Agreement, if the Territory or a Tenant does any act in relation to a Tenancy Agreement or a Tenant's Right of Occupation which is required under the *Residential Tenancies Act* (NT), that act does not constitute a breach of this Housing Management Agreement.

(b) If the EDTL exercises a right of access to the Land under this Housing Management Agreement, the EDTL may only access an individual housing lot on the Land provided that such access would not put the Territory in breach of its obligations under any Tenancy Agreement or Tenant's Right of Occupation applicable to that individual housing lot.

22.21 Compliance with Sublease

Notwithstanding any other clause in this Housing Management Agreement, the Territory agrees to do all things necessary to enable the EDTL to comply with its obligations under clause 10.8 (Amendments and termination) of the Sublease.

Viewed at 11:10:48 on 31/10/2016 by 32GPL.

Schedule - Housing Management Agreement particulars

Item:		Particulars:
1.	**Living Area** (clause 1.1)	The whole of the land described in Certificate of Title Volume 333 Folio 116, being Lot 3701 Town of Alice Springs on plan S72/84 a copy of which is annexed at Annexure 1.
2.	**Land** (clause 1.1)	The whole of the Living Area.
3.	**Commencement Date** (clause 1.1)	The date of commencement of the Sublease, being 3 December 2019
4.	**Notices** (clause 22.13)	If to the EDTL: **By Hand** The Executive Director of Township Leasing Level 1 60 Smith Street Darwin NT 0800 **By Post** The Executive Director of Township Leasing GPO Box 3671 Darwin NT 0801
		If to the Territory: **By Hand** Executive Director Land Services 8th Floor, 38 Cavenagh Street Darwin NT 0801 **By Post** Executive Director Land Services GPO Box 1680 Darwin NT 0801 **By Facsimile** Facsimile: (08) 8999 6055

Viewed at 11:10:48 on 31/10/2016 by 32GPL.

Executed as a deed.

Executed by the **Executive Director of Township Leasing** for and on behalf of the **Commonwealth of Australia** in the presence of:

.....
Signature of qualified witness

.....
Signature of Executive Director of Township Leasing

Kym Lockley
.....
Name of qualified witness (please print)

Pat Watson
.....
Name (please print)

Solicitor
.....
Qualification

Phone: (02) 6121 4223
Address: L3, 16 Bowes St
Woden ACT
.....
Contact details of qualified witness

3/12/2009
.....
Execution Date

Viewed at 11:10:48 on 31/10/2016 by 32GPL.

SIGNED by the **Chief Executive Officer** of the **Department of Planning and Infrastructure** for and on behalf of the **Northern Territory Of Australia** pursuant to a delegation under the *Contracts Act* in the presence of:

Witness

Jackie Antoun

Print name

A Practitioner of the Supreme Court
of the Northern Territory of Australia
68 The Esplanade, Darwin NT
Ph: (08) 8935 7809

Solicitor

Position

Signature

Richard Hancock

Print name

3/12/09

Date

Viewed at 11:10:48 on 31/10/2016 by 32GPL.

Annexure 1 - Living Area

Viewed at 11:10:48 on 31/10/2016 by 32GPL.

Dealing 756464

Viewed at 14:05:22 on 18/05/2009 by 69AGS.

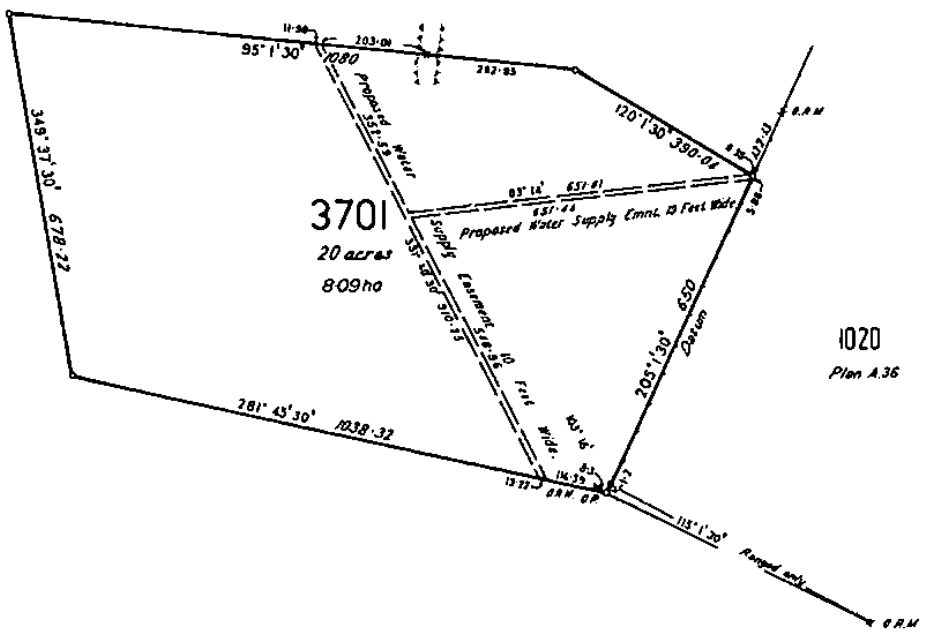
Survey Plan S 72/084

CONVERSION TABLE	
FEET	METRES
5·88	1·79
8·35	2·545
10	3·05
11·98	3·65
13·22	4·03
116·39	35·475
203·01	61·875
282·95	86·245
352·59	107·47
390·04	118·885
548·96	167·325
650	198·12
651·44	198·56
651·81	198·67
678·22	206·72
910·25	277·445
1038·32	316·48
1080	329·185

Conversion Table and Metric area added.

R Sully. 21/2/85
Chief Draftsman (E)





No.	REFERENCE	DETAILS	APPROVED	DATE
AMENDMENTS				

SURVEYOR'S CERTIFICATE

I, Terrance Leonard Godsby, hereby certify that the survey represented on this plan was carried out by me or under my immediate supervision and was completed on 7th June 1972 and that this survey has been executed in accordance with the Licensed Surveyors Ordinance 1933–1937 and the Regulations thereunder.

Date 21-7-72 — T. L. Godsby, Licensed Surveyor

SURVEY APPROVED

3-11-1972 — Surveyor-General

File No. S 72/084
Instruction No. S 72/084
Field Book No. S 72/084
Drawn L.D. Malling 14.2.73
Charted on A/Section 30 236 Inches
Compared with F.B. D.D. 21.7.72
Examined A.F. Winter 30.8.72
Calculation Book No. A.F.W. 418

Passed 1-11-'72 — Assistant Chief Draftsman, Lands and Survey Branch

NORTHERN TERRITORY ADMIN.

Scale of Feet: 0 200 300 400 500 600 700 800

LOT 3701
TOWN OF ALICE SPRINGS

LEGEND
Concrete Block ■
Concrete Post ■
Post, Peg or Stake ○
Reference Mark ×
Lockspit ⋈
Fence Post ⊕

AZIMUTH
A Assumed from Plan A.36
B Observed at ____ and reduced to the ____ Meridian of Longitude. Convergence ____ of arc.
C From Lambert's Datum ____ at ____ derived

SCALE
200 feet to an inch

S.72/084

COPY TO LTO. 26·2·85

4/3/85

Page 1 of 1.

Viewed at 11:10:48 on 31/10/2016 by 32GPL.