00418849

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,
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 756464

If paper title exists enter

Volume _____

Folio _____

Description	GST Incl Amount
SUBLEASE (LOT 3701 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

4029/11

1/23 D.

Date Registered: 15/02/2011 **Volume** 753 **Folio** 919
Duplicate Certificate as to Title issued? No

SEARCH CERTIFICATE

CROWN LEASE IN PERPETUITY 01112

Lot 3701 Town of Alice Springs from plan(s) S72/84
Area under title is 8 hectares 900 square metres

Owner:
Inarlenge Community Incorporated
of C/- 5 Priest Street, Alice Springs NT 0870

Easements:
Water supply Easement to Power and Water Authority

Registered Date	Dealing Number	Description
		Previous title is **Volume** 333 **Folio** 116
13/09/2011	756464	Underlease to Northern Territory of Australia - expiring 02/12/2012 (756456)
13/09/2011	756456	Sublease to Executive Director of Township Leasing - expiring 02/12/2049

End of Dealings

Commencement Date: 29th October 1993

Expiry Date: In Perpetuity

Conditions:

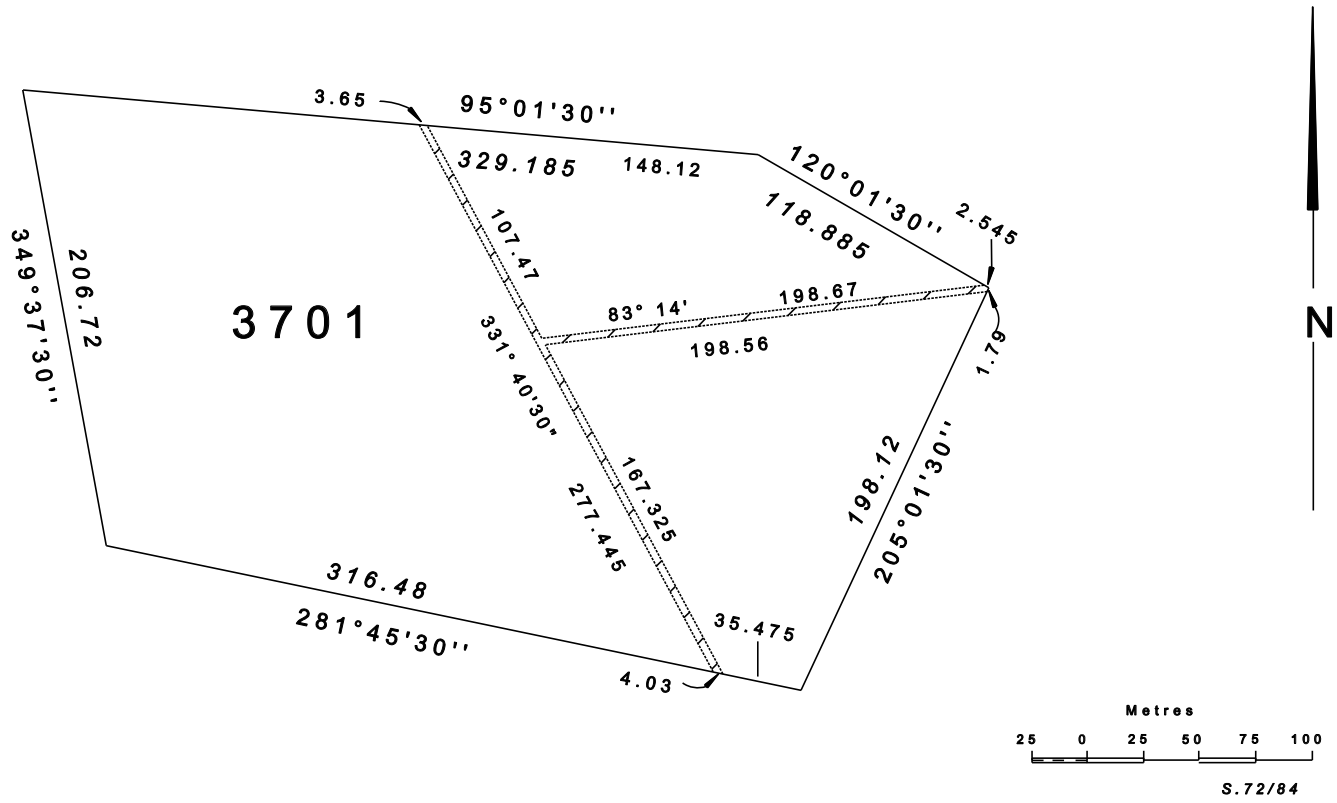
1. The purpose of the lease('the lease purpose') is Aboriginal residential living area and ancillary.

2. The reservations, provisions and conditions contained in Memorandum of Common Provisions No. 268147, lodged with the Registrar-General on 23 July 1992.

Reservations:

1. All reservations and rights to which this grant is made subject by the Crown Lands Act.

Date Registered: 15/02/2011 **Volume** 753 **Folio** 919
Duplicate Certificate as to Title issued? No



Date Registered: 15/02/2011 **Volume** 753 **Folio** 919
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 03701 Town of Alice Springs plan(s) S72/84

(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 753 919 (order 1)

Tenure Type
CROWN LEASE IN PERPETUITY 1112

Tenure Status
Current

Area Under Title
8 hectares 900 square metres

Owners
Inarlenge Community Incorporated
C/- 5 Priest Street, Alice Springs NT 0870

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 333 116 (order 1)
CUCL 117 079 (order 1)
Visit the website http://www.nt.gov.au/justice/bdm/land_title_office/

Custodian - Surveyor General (+61 8 8995 5362)

Address
ILPARPA

Survey Plan
S 72/084

Survey Status
Approved

Parcel Status
CURRENT

Parcel Area
8 hectares, 900 square metres

Map Reference
Code 010 Scale 2500 Sheet 29.31

Parent Parcels
(none found)

Parcel Comments
S72/084/1-5. LAP7898. KNOWN AS "LITTLE SISTERS" TOWN CAMP. INTERNAL ROAD NAMED NTJALKA CIRCUIT, NTG G42 19/10/2011.SEE 98/9249 FOLIOS 130 -134 FOR ALLOCATION OF ADMIN PARCELS 10170 -10201 UNDER TERRITORY ALLIANCE PROJECT. LOTS 10170(A) TO 10201(A) AND 10293(A), SURVEYED - S2012/008.

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 03701 Town of Alice Springs

Unimproved Capital Value

$620,000 on 01/07/2015
$683,000 on 01/07/2012
$650,000 on 01/07/2009
$600,000 on 01/07/2006
$489,000 on 01/07/2003
$300,000 on 01/07/2000
$272,000 on 01/07/1997
$195,000 on 01/07/1994
$180,000 on 01/07/1991
$165,000 on 01/01/1989
$80,000 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:	36 of 36
Description:	construction of shade structure integral to modular climbing play equipment
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:	35 of 36
Description:	HOUSE LS89 - New concrete and steel residential 3 bedroom dwelling (Type H6VAS) Little Sisters Town Camp
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	135 square metres
Certification:	Single Dwelling - Full Code - *issued on* 14/11/2011

Application Number:	34 of 36
Description:	HOUSE LS88A & LS88B - New concrete and steel residential duplex building (Type H4DAS) Little Sisters Town Camp
Number of Residental Units:	2
Australian Bureau of Statistics Type:	Semi-detached town house of one storey
Building Class:	Single Dwelling
Area:	219 square metres
Certification:	Single Dwelling - Full Code - *issued on* 14/11/2011

Application Number:	33 of 36
Description:	HOUSE LS78A & LS78B - New concrete and stell residential duplex building (H4DAS) Little Sisters Town Camp
Number of Residental Units:	2
Australian Bureau of Statistics Type:	Semi-detached town house of one storey
Building Class:	Single Dwelling
Area:	219 square metres
Certification:	Single Dwelling - Full Code - *issued on* 14/11/2011

Application Number:	32 of 36
Description:	HOUSE LS73A & LS73B - new concrete and steel residential duplex building (Type H4DAS) Little Sisters Town Camp
Number of Residental Units:	2
Australian Bureau of Statistics Type:	Semi-detached town house of one storey
Building Class:	Single Dwelling
Area:	219 square metres

Certification:	Single Dwelling - Full Code - *issued on* 14/11/2011

Application Number:	31 of 36
Description:	Refurbishment of House 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* 12/07/2011

Application Number:	30 of 36
Description:	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* 01/08/2011

Application Number:	28 of 36
Description:	Dwelling Alterations [House 3]
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* 23/09/2011

Application Number:	27 of 36
Description:	dwelling on future lot 69
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:	26 of 36
Description:	dwelling on future lot 82
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:	25 of 36
Description:	Temporary accommodation units [3BR] x 2; kitchen & laundry; ablutions x 2 & store - Site 94
Number of Residental Units:	2
Australian Bureau of Statistics Type:	Separate House
Building Class:	Boarding House
Area:	300 square metres
Certification:	Boarding House - Full Code - *issued on* 21/12/2009

Application Number:	24 of 36
Description:	Dwelling alterations to house 04 & 05 including new kitchens, wet areas, floor linings, windows and doors, air conditioning and heating
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* 12/12/2010

Application Number:	23 of 36
Description:	Pergola
Number of Residental Units:	
Australian Bureau of Statistics Type:	(none found)
Building Class:	Non-habitable building
Area:	11 square metres
Certification:	Non-habitable building - Full Code - *issued on* 08/12/2008

Application Number:	22 of 36
Description:	Dwelling Alterations - Houses 1 and 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* 02/07/2009

Application Number:	21 of 36
Description:	Upgrades to dwellings 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* 17/02/2009 Non-habitable building - Full Code - *issued on* 17/02/2009

Application Number:	20 of 36
Description:	Rebuild fire-damaged dwelling-House 5
Number of Residental Units:	1

Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	102 square metres
Certification:	Single Dwelling - *issued on* 11/06/2008

Application Number:	18 of 36
Description:	Verandah Adds
Number of Residental Units:	
Australian Bureau of Statistics Type:	(none found)
Building Class:	Non-habitable building
Area:	45 square metres
Certification:	Non-habitable building - Full Code - *issued on* 17/11/2004

Application Number:	17 of 36
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* 06/04/2005

Application Number:	16 of 36
Description:	DWELLING NO 14
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* 25/06/2002

Application Number:	15 of 36
Description:	DOMESTIC HOUSE
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* 11/02/2002

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
PA2010/0157

Type
Compliance Check

Date Received
17/02/2010

Application Purpose
Little Sisters Town Camp - Dwellings

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	10
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

Nyewente (Trucking Yards)

FORM 44 Section 191B

R No. 358044 **NORTHERN TERRITORY OF AUSTRALIA**

LODGED AT THE REGISTRAR-GENERAL'S OFFICE

ON 13/8/96	AT 13:41:35
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	160	006	TOWN OF ALICE SPRINGS	LOT 5152	S77/050	

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 6th day of August 1996 in the presence of:

.....
Witness

Robert John Chamberlain
Commissioner for Oaths
C/- Northern Territory Attorney-General's Department

13-8-96 14:14
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

358044

13/8/96

DEALING LODGEMENT FORM

A364

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	358044	

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:

MICHELLE - 94133

Cheque No.....	SUB - TOTAL	
Cash.....	CERTIFIED MAIL	
Other.....	**TOTAL**	NIL

CODE 1 =
CODE 11 =
CODE 9 =

Government Printer of the Northern Territory 38-33

[redacted]

13/8/96

DEALING LODGEMENT FORM

B64

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	358044	

To lodge documents for registration
1. Complete panel (A) to (D)
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(C) Titles, crown leases, duplicate instruments and other documents lodged with the above dealings:

1. NO TITLE LODGED

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Additional fees are payable for documents lodged with the above dealings:

(D) Delivery instructions for documents not to be returned to lodging party:

DARWIN - 94133

Cheque No.....
Cash.....
Other.....

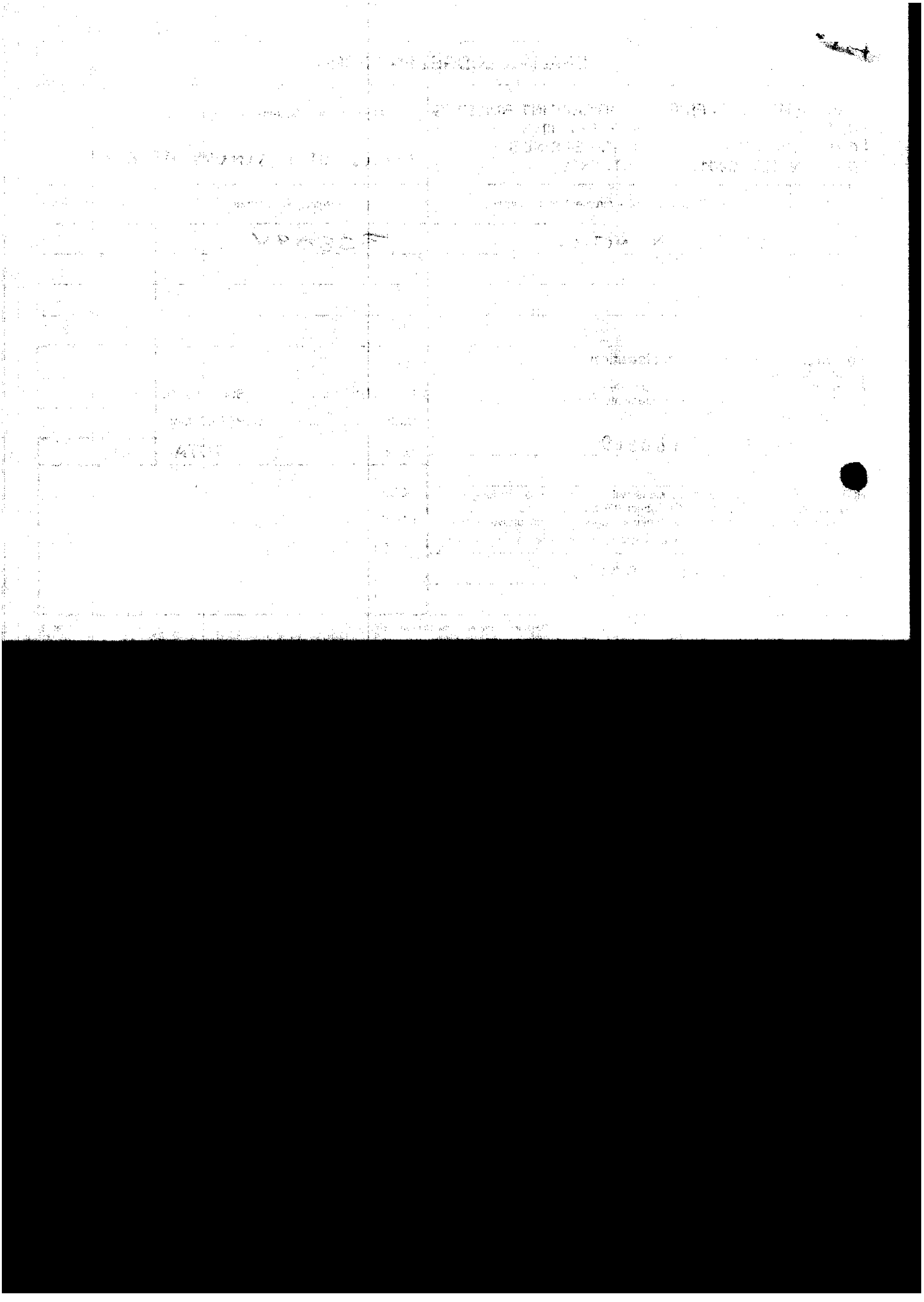
SUB - TOTAL
CERTIFIED MAIL
TOTAL NIL

CODE 1 =
CODE 11 =
CODE 9 =

Government Printer of the Northern Territory 36-33

[redacted]

[redacted]



Form 31 Section 65

Land Title Act

REGISTRAR-GENERAL'S DIRECTIONS

NORTHERN TERRITORY OF AUSTRALIA

DL00728331D

Dealing Number: 728331 Lodged 08/06/2010 at 15:50:28
Dealing Type: LS By CASH
Volume 622 Folio 182 Fee $ 155.00 Receipt 337917

Commissioner of Taxes use only
Not liable to stamp duty in the Northern Territory (NOTE 1)
for Commissioner of Territory Revenue
1913 110

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	182	Town of Alice Springs	Lot 5152	S77/050	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 5152 Town of Alice Springs on plan S77/050. (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: Nyewente 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)

Commencing:	Expiring:	Right of Renewal:
23 December 2009	22 December 2049	No

TERM OF LEASE (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 At 09:08

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.

MINISTER FOR LANDS AND PLANNING

PARLIAMENT HOUSE
STATE SQUARE
DARWIN NT 0800

GPO BOX 3146
DARWIN NT 0801
TELEPHONE: (08) 8901 4102
FACSIMILE: (08) 8901 4110

Nyewente Association Incorporated
PO BOX 8070
ALICE SPRINGS NT 0871

Attention: Ms Audrey McCormick, President

Dear Ms McCormick

I hereby consent for a sublease to be registered against Special Purposes Lease 449 held by the Nyewente Association Incorporated (Truckies Yard).

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 Purpose Lease 449.

Proposed Lessee:	Executive Director of Township Leasing
Tenement:	Lot 5152, Town of Alice Springs Approved survey plan S 77/050
Permitted use:	Aboriginal communal purposes

Yours sincerely

GERRY MCCARTHY

21 DEC 2009

Northern Territory Government

00337917

DEPARTMENT OF JUSTICE (ABN 84 085 734 992)
REGISTRAR-GENERAL'S OFFICE
NICHOLS PLACE
GPO BOX 3021
DARWIN NT 0801
Enquiries : 8999 6252

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	24/03/2010
at	09:50
by	KRIS
Application #	00197851

Document Delivery:
AUSTRALIAN GOVERNMENT SOLICITO
GPO BOX 4700
DARWIN 0801

Lodgement No 728331

If paper title exists enter

Volume _____

Folio _____

Description	GST Incl Amount
LEASE (LOT 5152 TOWN OF ALICE SPRINGS)	155.00

3019/10

Total Cost excl GST	$155.00
Total GST	$0.00
Total Invoice	$155.00

Payment Details

CHEQUE (004368 RBA CANBERRA (092009))

Sublease

Nyewente Association Incorporated

and

Executive Director of Township Leasing

and

Northern Territory of Australia

and

Chief Executive Officer (Housing)

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Sublease

Date 23 December 2009

Parties

1. Nyewente Association Incorporated, incorporated under the Associations Act, ABN 37 110 915 726 ("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 Lands and Planning, GPO Box 1680, 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

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(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 $100 million 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 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 $100 million 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 $100 million 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 the 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.

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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;

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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 $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

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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 $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:

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(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);

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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;

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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 - Intentionally Deleted;

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;

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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:

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(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;

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(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.

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2. Sublease and reservations

2.1 Condition precedent

Clause 2.1 not used due to timing of execution.

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.

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.

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6. SIHIP Investment

(a) The Territory must expend $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 $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.

(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

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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.

(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.

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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 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.

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(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.

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

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(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 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:

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(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.

(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;

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(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.

(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.

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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.

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;

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(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.

(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

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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 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:

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(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.

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(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

(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:

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(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;

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(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 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.

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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

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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**).

(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.

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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.

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.

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(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.

(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:

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(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.

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:

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(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.

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):

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(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.

(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.

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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.

(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.

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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.

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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.

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.

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Schedule - Sublease particulars

Item:		Particulars:
1.	**Living Area** (clause 1.1)	The whole of the land described in Certificate of Title Volume 622 Folio 182 being Lot 5152 Town of Alice Springs on plan S 77/050 a copy of which is attached at Annexure 1.
2.	**Commencement Date** (clause 1.1)	The date on which the last of the Parties to sign this Sublease signs this Sublease, being 23 December 2009
3.	**Notices** (clause 29.13)	If to the Association: Nyewente 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

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	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 Facsimile: (08) 8999 6055
	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 9705(A)", "Lot 9706(A)", and "CU".

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Executed as a deed.

Executed by **Nyewente Association Incorporated** in accordance with its constitution by:

Audrey McCormack	Cathy McCormack
Signature	Signature
AUDREY M'CORMACK	CATHY M'CORMACK
Print Name	Print Name
PRESIDENT	SECRETARY
Position	Position
Signature	Signature
Print Name	Print Name
Position	Position

22 DECEMBER 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

Signature of Executive Director of Township Leasing

Emma Morrison
Name of qualified witness (please print)

Pat Watson
Name (please print)

Solicitor
Qualification

Phone: 02 6121 4811
Address: Dept of Families, Housing, Community Services + Indigenous Affairs.
Centrapiaza, Bowes St, Woden ACT
Contact details of qualified witness

23 December 09
Date

Sublease

SIGNED by Rod Applegate **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

Rod Applegate
Print name

22.12.09.
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)

KENNETH DAVIES
Print name

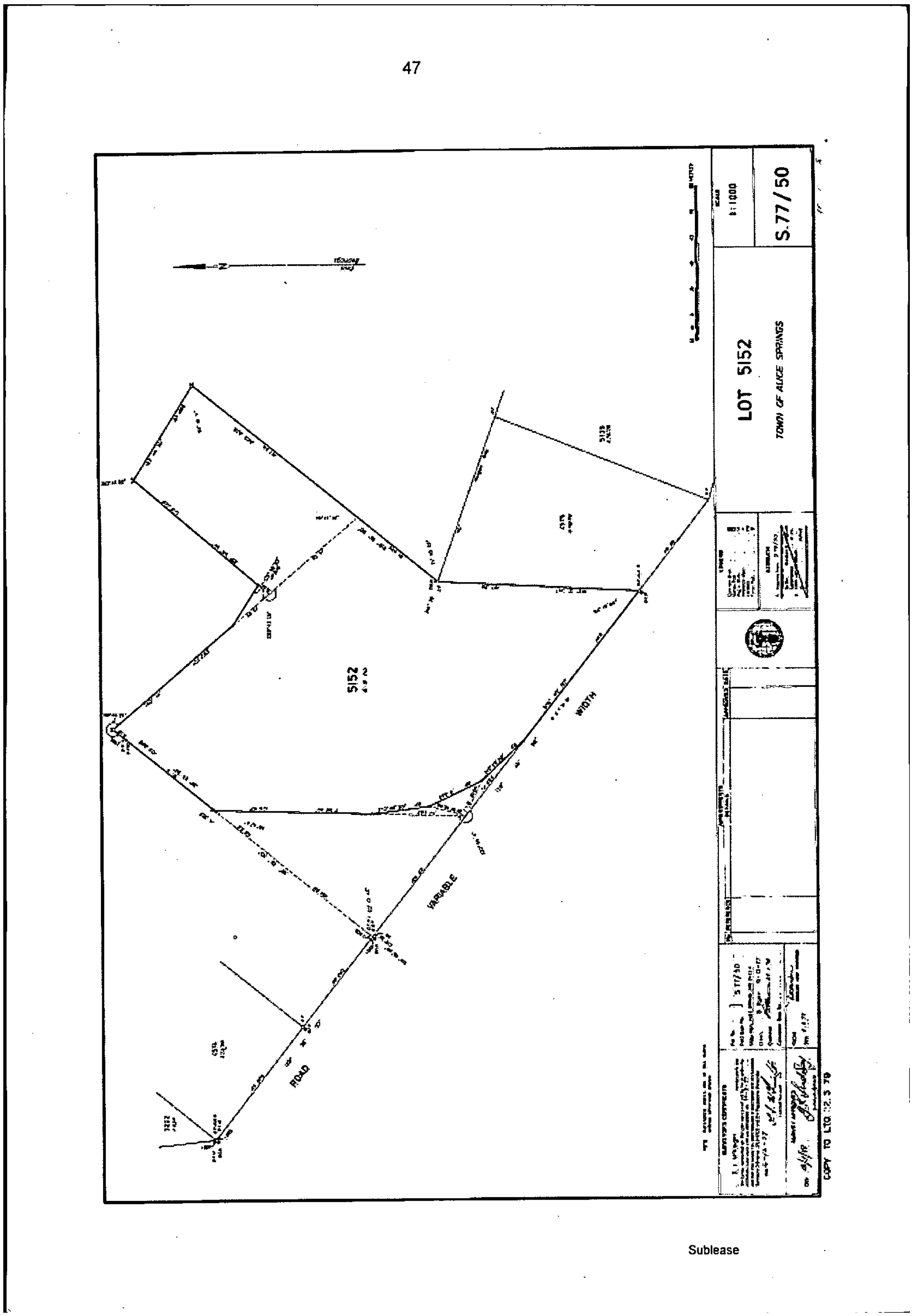
22.12.09
Date

CHIEF EXECUTIVE OFFICER (HOUSING) COMMON SEAL

Sublease

Annexure 1 - Living Area

47


LOT 5152
TOWN OF ALICE SPRINGS
S.77/50
5152
5135
5153
5132
WIDTH
VARIABLE
ROAD
COPY TO LTO 12.3.79

Sublease

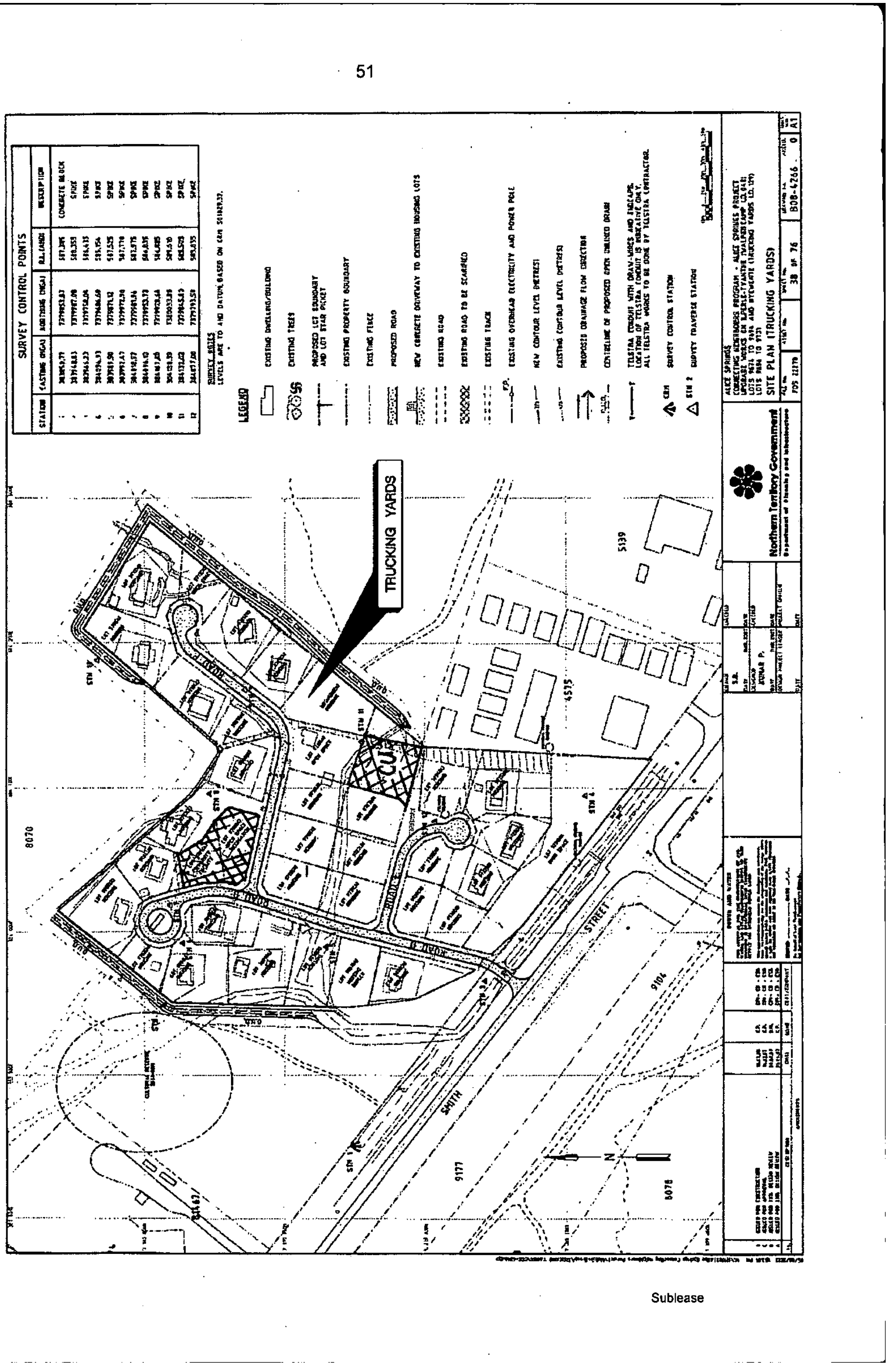
Annexure 2 - Form 78 Non Lapsing Caveat

Intentionally Deleted

Annexure 3 - Form 93 General Consent

Intentionally Deleted

Annexure 4 - Community Land


SURVEY CONTROL POINTS
STATION
EASTING (MGA)
NORTHING (MGA)
R.L. (AHD)
DESCRIPTION
SURVEY NOTES
LEVELS ARE TO AHD DATUM BASED ON SSM 50182.32.
LEGEND
EXISTING DWELLING/BUILDING
EXISTING TREES
PROPOSED LOT BOUNDARY AND LOT STAR PICKET
EXISTING PROPERTY BOUNDARY
EXISTING FENCE
PROPOSED ROAD
NEW CONCRETE DRIVEWAY TO EXISTING HOUSING LOTS
EXISTING ROAD
EXISTING ROAD TO BE SEALED
EXISTING TRACK
EXISTING OVERHEAD ELECTRICITY AND POWER POLE
NEW CONTOUR LEVEL (METRES)
EXISTING CONTOUR LEVEL (METRES)
PROPOSED DRAINAGE FLOW DIRECTION
CENTRELINE OF PROPOSED OPEN UNLINED DRAIN
TELSTRA CONDUIT WITH DRAW-WIRES AND ENDCAPS. LOCATION OF TELSTRA CONDUIT IS INDICATIVE ONLY. ALL TELSTRA WORKS TO BE DONE BY TELSTRA CONTRACTOR.
SURVEY CONTROL STATION
SURVEY TRAVERSE STATION
TRUCKING YARDS
CUT
STUART HIGHWAY
SMITH STREET
Northern Territory Government
ALICE SPRINGS
CONNECTING BUSINESSES PROGRAM - ALICE SPRINGS PROJECT
UPGRADE WORKS ON LARAPINTA DRIVE/LARAPINTA CAMP LOCKS
LOTS 9021 TO 9024 AND DETOURTE (TRUCKING YARDS LOT 129)
SITE PLAN (TRUCKING YARDS)
FDS 12179
38 OF 76
808-4766 . 0
A1

1/29

Form 32 Section 65

Land Title Act

REGISTRAR-GENERAL'S DIRECTIONS

NORTHERN TERRITORY OF AUSTRALIA

DL00728350D

Dealing Number: 728350 Lodged 09/06/2010 at 10:31:14
Dealing Type: UL By CASH
Volume 747 Folio 784 Fee $ 155.00 Receipt 337918

Not liable to stamp duty in the Northern Territory
Commissioner of Taxes use only (NOTE)
for Commissioner of Territory Revenue
19 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: 728331 (NOTE 4)

Register	Volume	Folio	Location	Lot Description	Plan	Unit
CUFT	~~622~~ 747	~~182~~ 784	Town of Alice Springs	Lot 5152	S77/050	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 5152 Town of Alice Springs on plan S77/050. (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:	
23/12/2009	22/12/2012	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 10.36

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.

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Housing Management Agreement

Nyewente (SPL 449)

Executive Director of Township Leasing

and

Northern Territory of Australia

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Housing Management Agreement

Date 23 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 Lands and Planning, 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;

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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

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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);

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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;

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(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;

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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);

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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;

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(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

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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.

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(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.

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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,

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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.

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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.

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(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.

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(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;

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(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.

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(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.

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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.

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(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.

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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;

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(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.

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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).

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(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).

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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:

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(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

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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

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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.

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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.

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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 182, being Lot 5152 Town of Alice Springs on plan S 77/050 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 23 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

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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

Emma Morrison
Name of qualified witness (please print)

Pat Watson
Name (please print)

Solicitor
Qualification

Phone: 02 6121 4811
Address: Dept of Families, Housing, Comm'ty Services + Indigenous Affairs
Centraplaza, Bowes Place, Woden ACT
Contact details of qualified witness

23 December 2009
Execution Date

SIGNED by Rod Applegate 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

Rod Applegate

Print name

22.12.09

Date

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Annexure 1 - Living Area

Viewed at 13:10:21 on 31/10/2016 by 32GPL.

Survey Plan S 77/050

LOT 5152

TOWN OF ALICE SPRINGS

SCALE 1 : 1000

S.77/50

5152
6·9 ha

5139
S.74/29

4575
S.73/90

4574
S.73/90

3202
1624

ROAD

VARIABLE WIDTH

LEGEND

AZIMUTH

AMENDMENTS DETAILS | APPROVED DATE | No. REFERENCE

SURVEYOR'S CERTIFICATE

SURVEY APPROVED

NOTE: Bearings are on One Metre Grid Bearings unless otherwise shown

COPY TO LTO 12.3.79

Viewed at 14:05:42 on 18/05/2009 by 69AGS.

MINISTER FOR LANDS AND PLANNING

PARLIAMENT HOUSE
STATE SQUARE
DARWIN NT 0800

GPO BOX 3146
DARWIN NT 0801
TELEPHONE: (08) 8901 4102
FACSIMILE: (08) 8901 4110

Mr Pat Watson
Executive Director of Township Leasing
PO Box 7788
CANBERRA MAIL CENTRE ACT 2610

Dear Mr Watson

I refer to your letter seeking consent to register a sub-sub lease over Special Purpose Lease 449.

I am pleased to advise that, in accordance with my powers under Section 6 of the *Special Purposes Leases Act*, I consent to the registration of the sub-sub lease over the above lease.

Proposed Lessee:	Northern Territory of Australia (Department of Lands and Planning)
Lease Details:	Special Purpose Lease 449 Lot 5152, Town of Alice Springs Approved survey plan S 77/050
Permitted Use:	Aboriginal communal purposes

Yours sincerely

GERRY MCCARTHY

23 DEC 2009

Northern Territory Government

00337918

DEPARTMENT OF JUSTICE (ABN 84 085 734 992)
REGISTRAR-GENERAL'S OFFICE
NICHOLS PLACE
GPO BOX 3021
DARWIN NT 0801
Enquiries : 8999 6252

2 OF 2

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	24/03/2010
at	09:50
by	KRIS
Application #	00197851

Document Delivery:
AUSTRALIAN GOVERNMENT SOLICITO
GPO BOX 4700
DARWIN 0801

Lodgement No 728350

If paper title exists enter

Volume _____

Folio _____

Description	GST Incl Amount
SUBLEASE (LOT 5152 TOWN OF ALICE SPRINGS)	155.00

3054/10

Total Cost excl GST	$155.00
Total GST	$0.00
Total Invoice	$155.00

Payment Details

CHEQUE (004368 RBA CANBERRA (092009))

Date Registered: 09/06/2010 **Volume** 747 **Folio** 784
Duplicate Certificate as to Title issued? No

SEARCH CERTIFICATE

SPECIAL PURPOSES LEASE 00449

Lot 5152 Town of Alice Springs from plan(s) S 77/050
Area under title is 6 hectares 9000 square metres

Owner:
Nyewente Association Incorporated
of PO Box 8070, Alice Springs NT 0871

Registered Date	Dealing Number	Description
		Previous title is **Volume** 622 **Folio** 182
09/06/2010	728350	Underlease to Northern Territory of Australia - expiring 22/12/2012 (728331)
09/06/2010	728331	Sublease to Executive Director of Township Leasing - expiring 22/12/2049
13/08/1996	358044	Statutory Notice - Prescribed Property

End of Dealings

Commencement Date: 17 September 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 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 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.

Date Registered: 09/06/2010 **Volume** 747 **Folio** 784

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 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 seventeenth day of September, 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 seventeenth day of September, 1980 and completion of all improvements to the total value of not less than two hundred thousand dollars shall be made by the seventeenth day of September, 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 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 the leased land will be dust supressed and drained for stormwater to the satisfaction of the Minister by the seventeenth day of September, 1980 or within such further time as may be approved by the Minister and all works shall 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 shall be maintained to the satisfaction of the Minister.

9. That no building, structure or vehicle shall be situated within 7.6 metres of any road frontage. The set back areas so formed on road frontages shall be landscaped with trees and shrubs to the satisfation of the Minister by the seventeenth day of September, 1980 or within such further time as may be allowed by the Minister and all such landscaping thereafter be maintained to the satisfaction of the Minister.

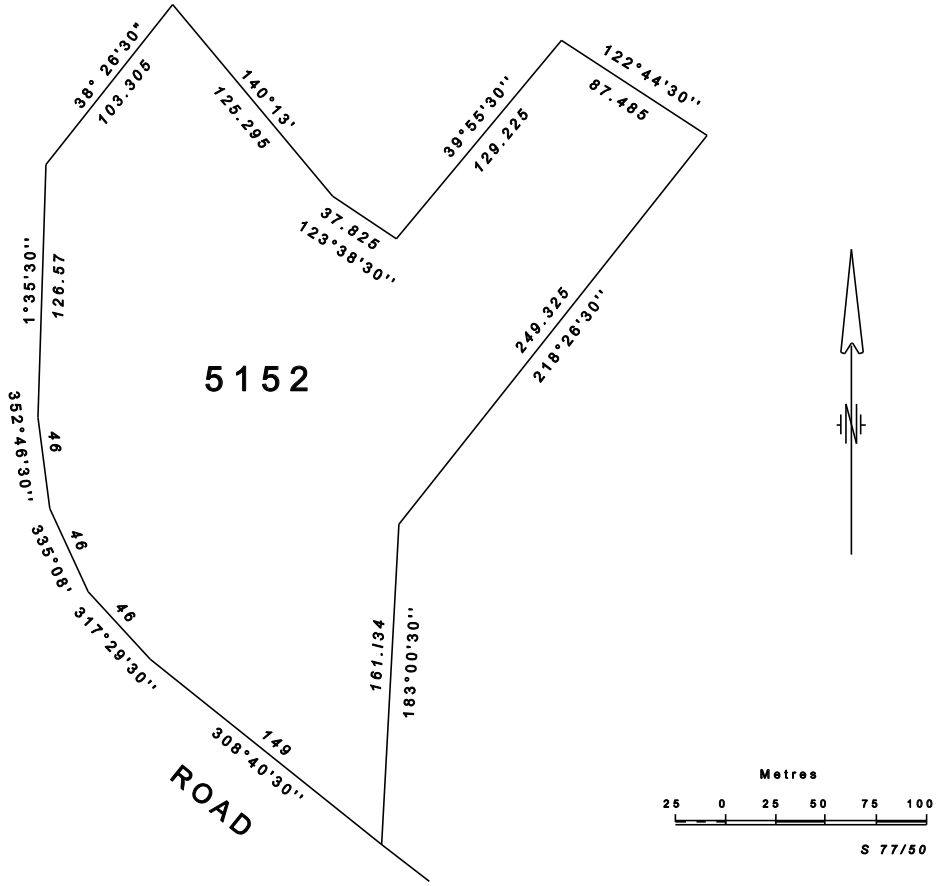
10. That all water and sewerage works shall be carried out in accordance with the standards required by the Local Authority and the Department of Health. The disposal of garbage, sewage, waste water and sullage within the boundaries of the site must accord with the requirements of the Department of Health.

11. 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.

12. 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.

13. 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: 09/06/2010 **Volume** 747 **Folio** 784
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 05152 Town of Alice Springs plan(s) S 77/050

(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 747 784 (order 1)

Tenure Type
SPECIAL PURPOSES LEASE 449

Tenure Status
Current

Area Under Title
6 hectares 9000 square metres

Owners
Nyewente 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 622 182 (order 1)
CUCL 160 006 (order 3)
CUCL 160 006 (order 2)
CUCL 160 006 (order 1)
Visit the website http://www.nt.gov.au/justice/bdm/land_title_office/

Custodian - Surveyor General (+61 8 8995 5362)

Address
86 SMITH ST, CICCONE

Survey Plan
S 77/050

Survey Status
Approved

Parcel Status
CURRENT

Parcel Area
6 hectares, 9000 square metres

Map Reference
Code 010 Scale 2500 Sheet 29.33
Code 010 Scale 2500 Sheet 29.34

Parent Parcels
(none found)

Parcel Comments
PROP CAMPING AREA OOTNARUNGATCHA HOUSING ASS. S77/50/1. BECAME SPL 449. LOTS 10247(A) TO 10288(A) - S2012/006, ISSUED UNDER TERRITORY ALLIANCE SCHEME.

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 05152 Town of Alice Springs

Unimproved Capital Value

$620,000 on 01/07/2015
$683,000 on 01/07/2012
$650,000 on 01/07/2009
$480,000 on 01/07/2006
$365,000 on 01/07/2003
$274,000 on 01/07/2000
$265,000 on 01/07/1997
$216,000 on 01/07/1994
$180,000 on 01/07/1991
$168,000 on 01/01/1989
$99,000 on 01/01/1986
$90,000 on 01/01/1983
$34,000 on 01/07/1980
$12,000 on 14/03/1978

Valuation Improvements

28/05/1990 House x 13
28/05/1990 Ablution block x 3
28/05/1990 Hall
18/11/1986 House
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:	40 of 40
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:	64 square metres
Certification:	Non-habitable building - Occupancy Permit - *issued on* 28/04/2016

Application Number:	39 of 40
Description:	alterations to existing, addition of new roof, addition of new toilets and verandah
Number of Residental Units:	
Australian Bureau of Statistics Type:	(none found)
Building Class:	Assembly building
Area:	185 square metres
Certification:	Assembly building - Full Code - *issued on* 03/06/2015

Application Number:	38 of 40
Description:	Dwelling Alterations [House 5,7] including New Kitchens,Wet Areas,Floor Linings, Windows & Doors, Air Conditioning & Heating
Number of Residental Units:	2
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	(none found)
Certification:	Single Dwelling - Full Code - *issued on* 26/02/2013

Application Number:	37 of 40
Description:	Refursbishment [House 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* 02/09/2011

Application Number:	36 of 40
Description:	Refurbishment [House 1]
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* 02/09/2011

Application Number:	35 of 40
Description:	Refurbishment [House 3]
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:	34 of 40
Description:	Refursbishment [House 2,4,8,9,10,11]
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* 01/08/2011

Application Number:	33 of 40
Description:	New Concrete & Steel Residential Dwelling [9728]
Number of Residental Units:	2
Australian Bureau of Statistics Type:	Semi-detached town house of one storey
Building Class:	Single Dwelling
Area:	540 square metres
Certification:	Single Dwelling - Full Code - *issued on* 09/02/2011

Application Number:	32 of 40
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:	31 of 40
Description:	New Concrete & Steel Residential Dwelling [9722]
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:	30 of 40
Description:	New Concrete & Steel Residential Dwelling [10B]
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: 29 of 40
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: 28 of 40
Description: Dwelling alterations to house 06 & 07 including new kitchens, wet areas, floor linings, windows and door, 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: 26 of 40
Description: Upgrade to dwelling (House 7). Including Walls cladding, sunshade awnings, verandas.
Number of Residental Units:
Australian Bureau of Statistics Type: (none found)
Building Class: Non-habitable building
Area: (none found)
Certification: Non-habitable building - Full Code - *issued on* 04/02/2009

Application Number: 24 of 40
Description: Duplex x2
Number of Residental Units: 2
Australian Bureau of Statistics Type: Semi-detached town house of one storey
Building Class: Single Dwelling
Area: 360 square metres
Certification: Single Dwelling - Full Code - *issued on* 01/08/2007

Application Number: 23 of 40
Description: Single Residential dwelling (1HANT Type CRRC4D)
Number of Residental Units: 1
Australian Bureau of Statistics Type: Separate House
Building Class: Single Dwelling
Area: 139 square metres
Certification: Single Dwelling - Full Code - *issued on* 01/08/2007

Application Number: 22 of 40
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* 25/06/2002

Application Number:	21 of 40
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:	20 of 40
Description:	DWELLING ADDITIONS / ALTERATIONS
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* 06/07/2000

Application Number:	17 of 40
Description:	DWELLING
Number of Residental Units:	1
Australian Bureau of Statistics Type:	(none found)
Building Class:	Single Dwelling
Area:	208 square metres
Certification:	Single Dwelling - Full Code - *issued on* 07/03/1995

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
PA2010/0159

Type
Compliance Check

Date Received
17/02/2010

Application Purpose
Dwellings to Trucking Yards Town Camp

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	17
Power Water - Water	16

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

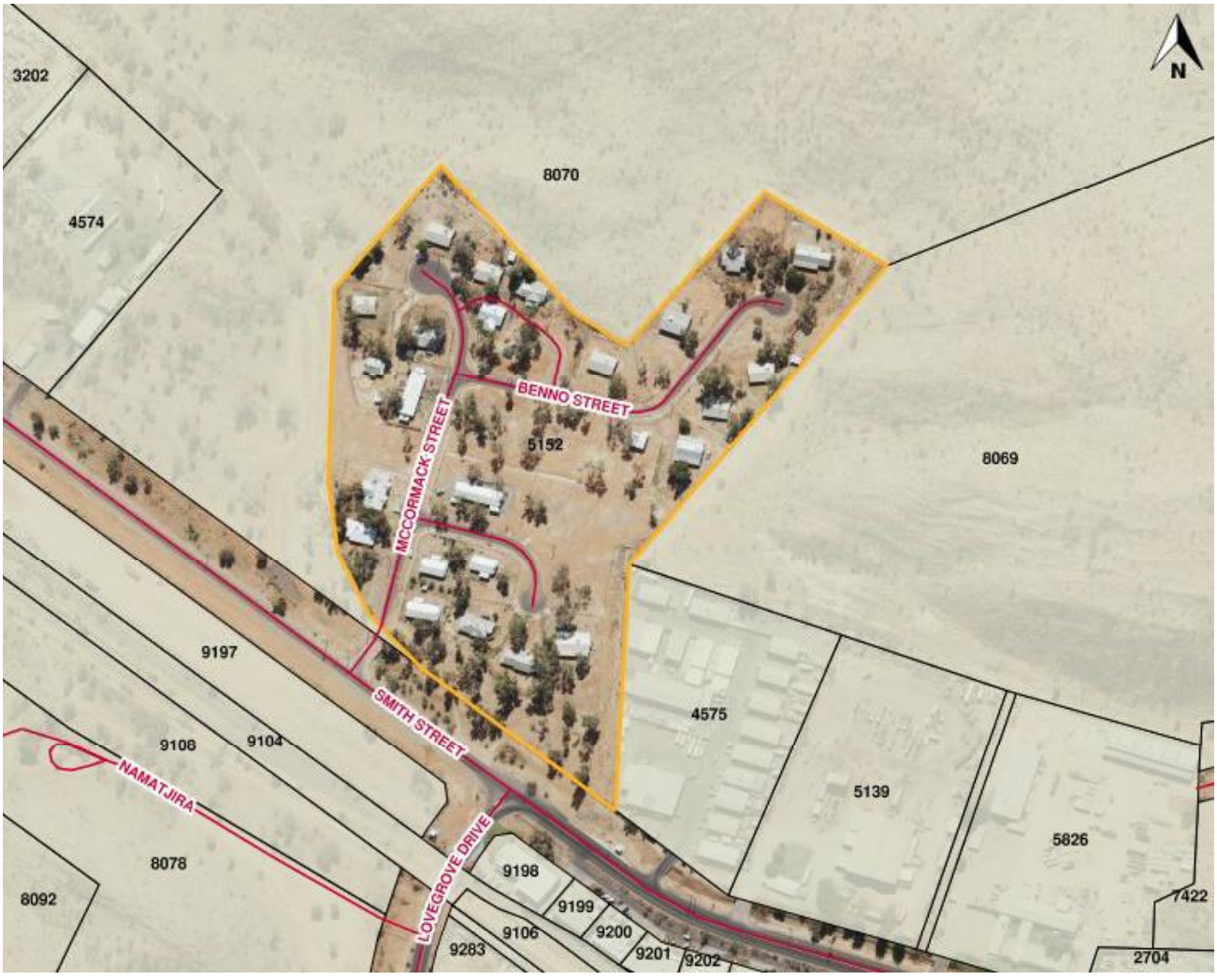
Custodian - Heritage Branch (+61 8 8999 5039)

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



Hoppys

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 10:10:17 on 31/10/2016 by 32GPL.

Sublease

Anthelk-Ewlpaye Association Incorporated

and

Executive Director of Township Leasing

and

Northern Territory of Australia

and

Chief Executive Officer (Housing)

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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

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(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.

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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;

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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

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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:

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(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);

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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;

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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;

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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:

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(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;

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(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.

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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.

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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.

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(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.

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(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

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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.

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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

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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.

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(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.

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(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.

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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.

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(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

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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.

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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

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(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:

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(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

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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:

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(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**).

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(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.

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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.

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(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.

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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.

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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.

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(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.

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(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;

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(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.

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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.

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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

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	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)".

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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

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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

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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

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Annexure 1 - Living Area

4221

Plan S.71/249

147° 11' 01" 253·77 m.

Acres 42.639 Sq. 40 P.S.I.

168° 15' 01" 1517·17 m.

943

Plan B.139

Grid Bearings

CHARLES

1733

26a 3r. 30p.

10·92ha

95° 35' 135° 17' 45" p.n.

501·61

164° 42' 40" grid.

237° 37' 10" m.

317·29 137° 5' 30"

319° 4' 10" grid. 319·77 m.

438·62 p.o.

215° 35' 30" 229·38

179·68

85° 35' 45"

339·29

140° 33' 30"

105° 57' 50"

3702

4a. 2r.

1·82ha

303° 35' 30" 504·04

215° 35' 30" 319·94

3704

1a 3r. 4p.

718Om²

RIVER

352·42

1494

Plan A.320

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)

SUPERSEDES PLAN B.180

REFERENCE MARKS ARE AT 3·3 FEET UNLESS OTHERWISE SHOWN.

Scale of Feet 0 100 200 300 400 500 600 70

YOR'S CERTIFICATE

I, ...Gadsby... 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 ...V.D. Kelly... 4:9:72

LOTS 1733, 3702
AND 3704

SC

200 FEET

Annexure 2 - Form 78 Non Lapsing Caveat

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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 10:10:17 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.

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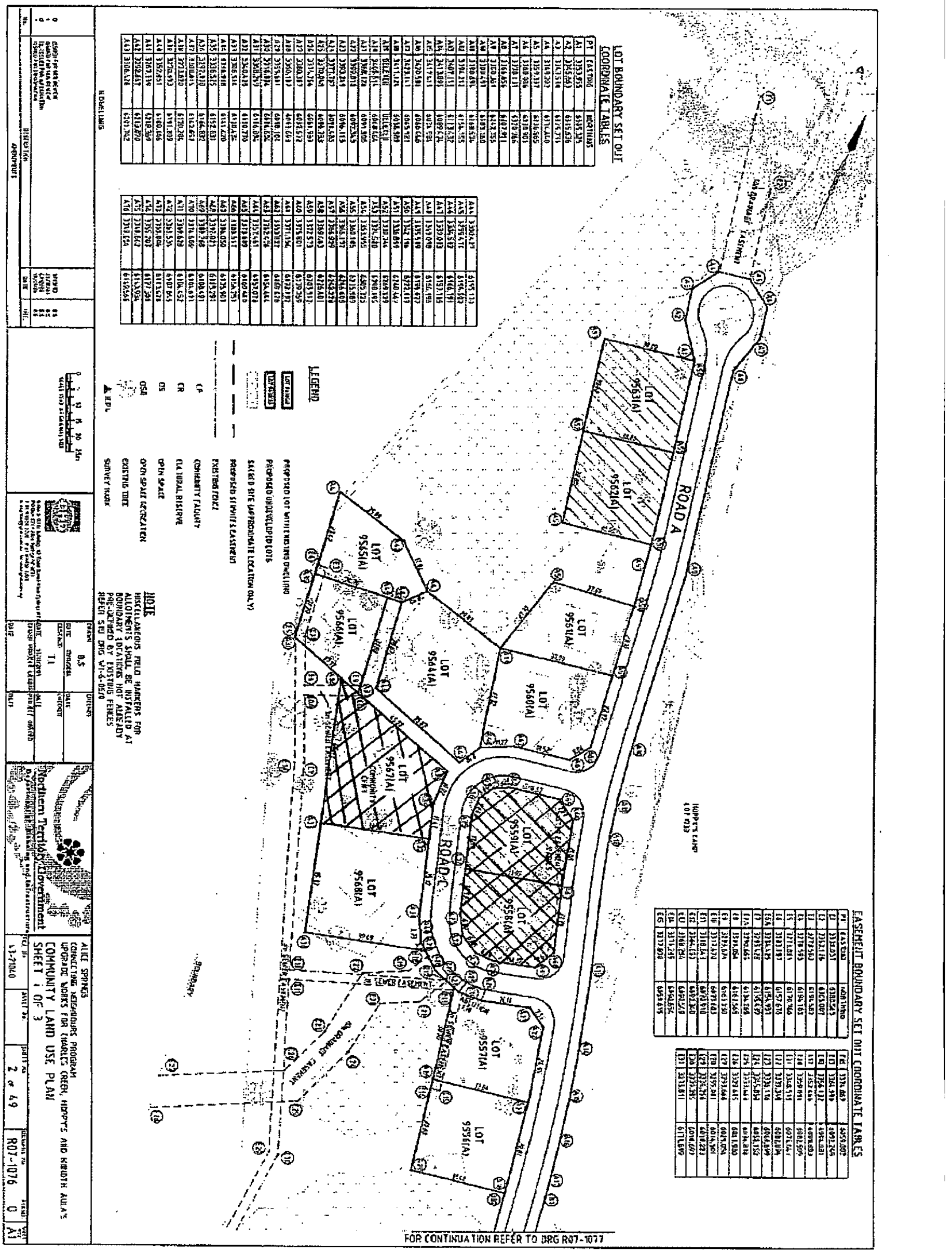
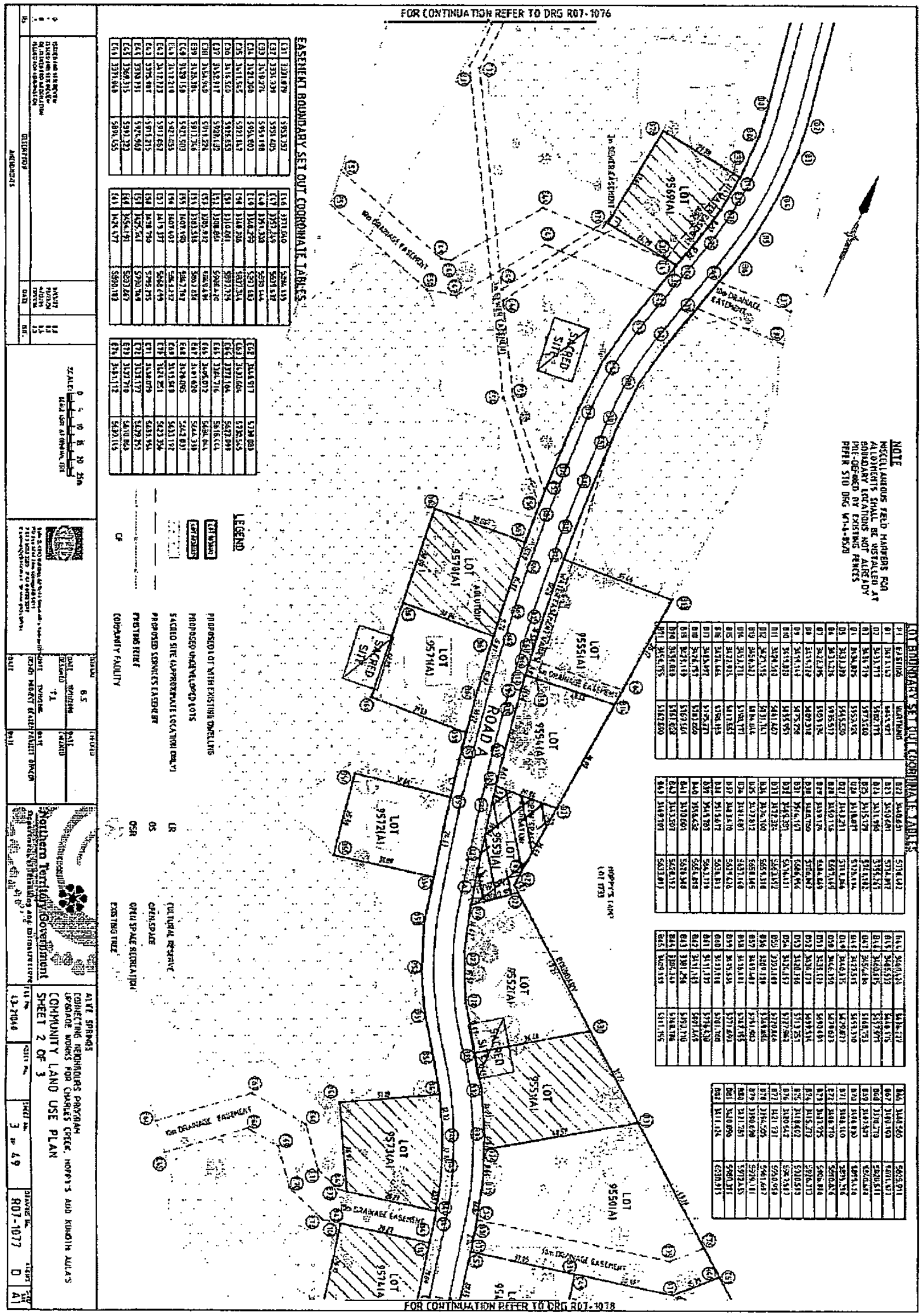
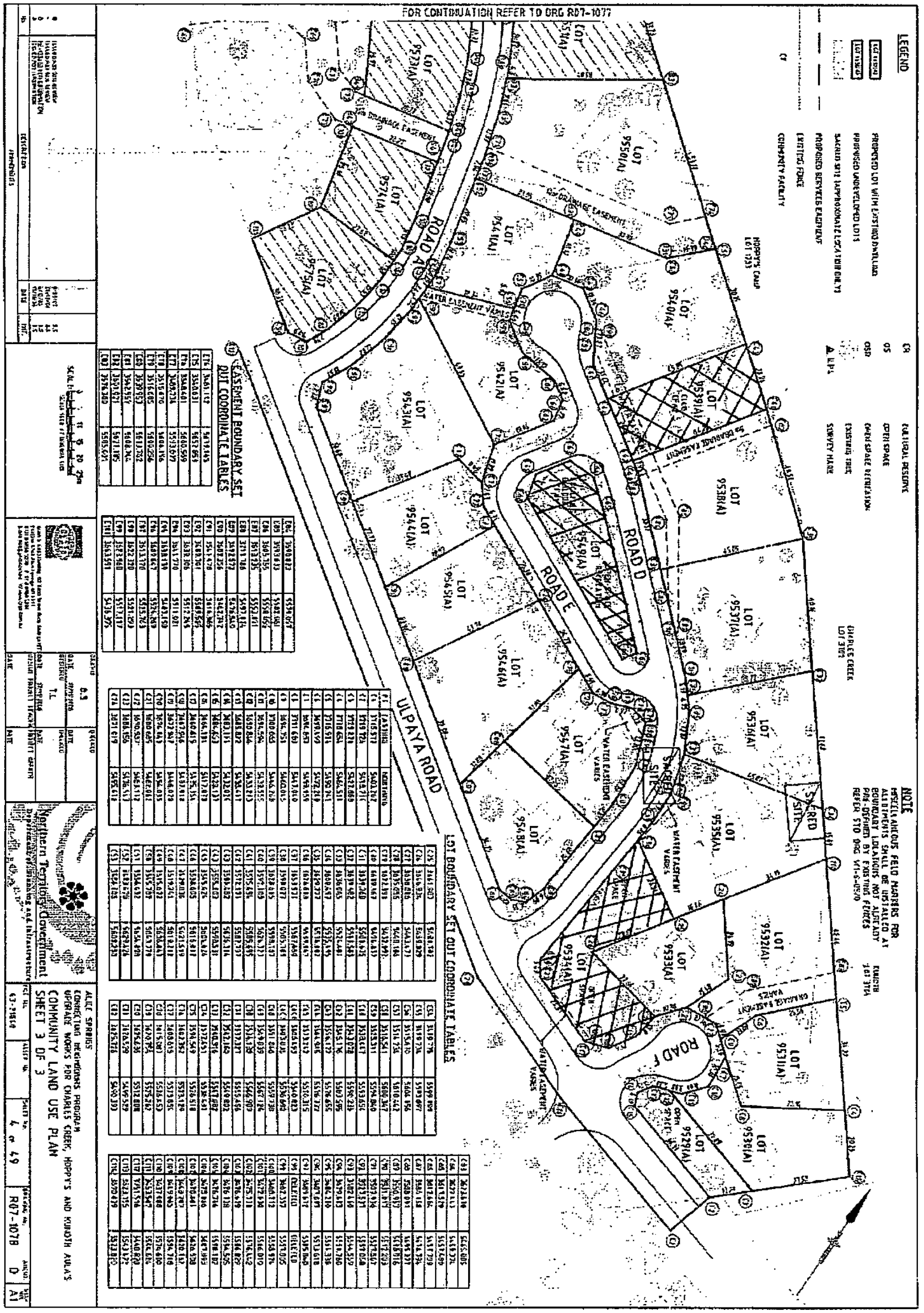
Viewed at 10:10:17 on 31/10/2016 by 32GPL.

Annexure 4 - Community Land


LOT BOUNDARY SET OUT COORDINATE TABLES
EASEMENT BOUNDARY SET OUT COORDINATE TABLES
LEGEND
NOTE
ROAD A
ROAD C
LOT 9563(A)
LOT 9562(A)
LOT 9561(A)
LOT 9560(A)
LOT 9564(A)
LOT 9565(A)
LOT 9566(A)
LOT 9567(A)
LOT 9568(A)
LOT 9559(A)
LOT 9557(A)
FOR CONTINUATION REFER TO DRG R07-1077
Northern Territory Government
ALICE SPRINGS
COMMUNITY LAND USE PLAN
SHEET 1 OF 3
R07-1076
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 9550(A)
HOPPY'S LAND LOT 1733
SCALE
0 5 10 15 20 25m
Northern Territory Government
COMMUNITY LAND USE PLAN
SHEET 2 OF 3
ALICE SPRINGS
CONNECTING RESIDENTIAL PROGRAM
UPGRADE WORKS FOR CHARLES CREEK, HOPPY'S AND KUNOTH AVIAS
12-2004
3 OF 49
R07-1077
D
A1

Sublease



Sublease 1/33

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 TERRITORY

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.

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Housing Management Agreement

Anthelk-Ewlpaye (SPL 426)

Executive Director of Township Leasing

and

Northern Territory of Australia

Viewed at 10:10:13 on 31/10/2016 by 32GPL.

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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;

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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

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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);

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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;

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(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;

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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);

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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;

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(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

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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.

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(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.

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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,

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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.

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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.

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(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.

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(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;

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(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.

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(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.

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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.

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(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.

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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;

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(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.

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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).

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(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).

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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:

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(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

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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

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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.

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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.

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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

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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

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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

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Annexure 1 - Living Area

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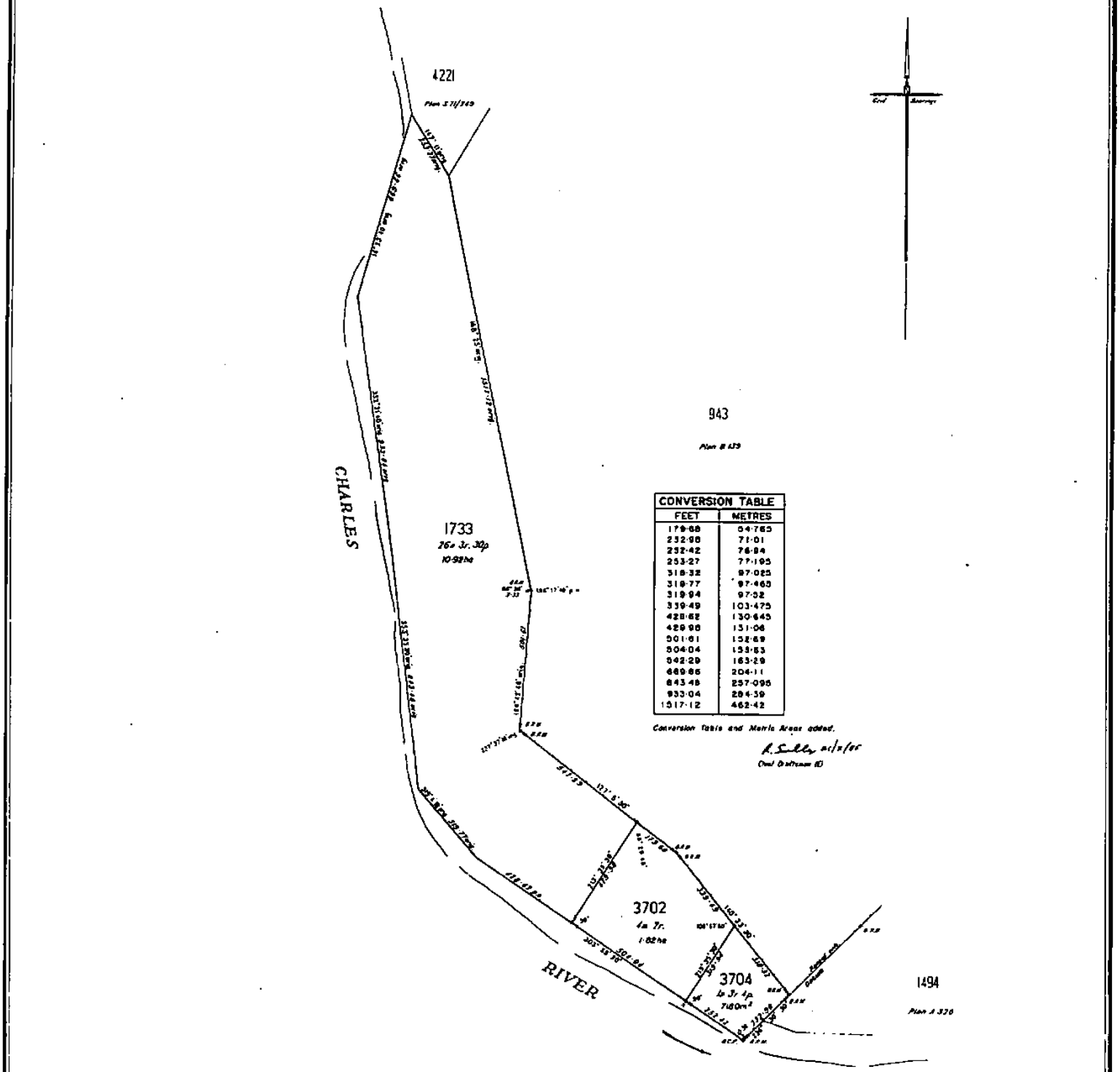
Survey Plan S 72/098



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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.

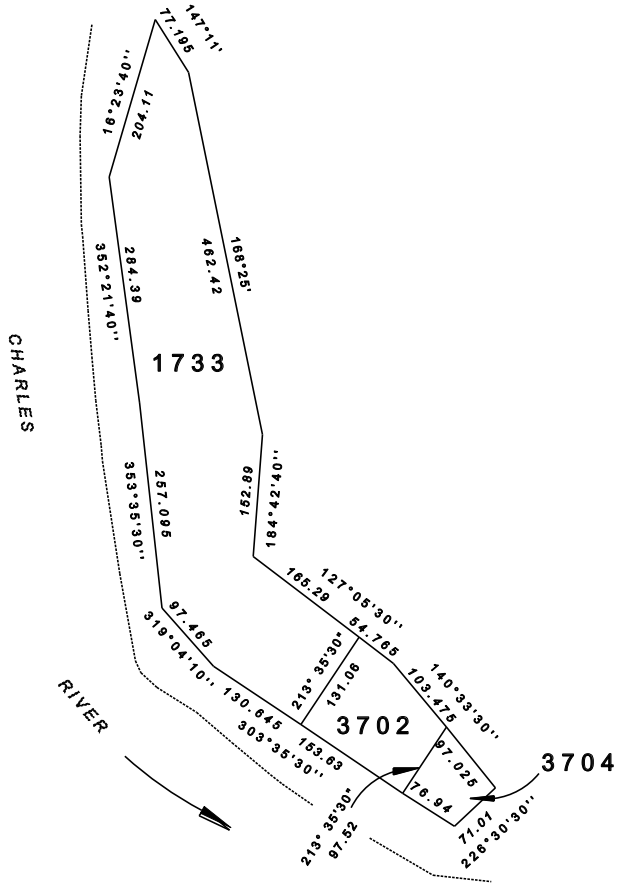
10. That adequate fire fighting equipment shall be provided on the site and shall be easily accessible from any development. Such equipment shall be approved by the Local Authority and thereafter maintained to the satisfaction of the Administrator.

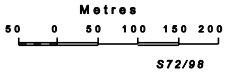
11. That for every ten individual camp sites or part thereof there shall be provided the following minimal facilities - 1 water point 1 water closet for use by males 1 urinal 1 water closet for use by females 1 shower with hot and cold water, for use by males 1 shower with hot and cold water, for use 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)

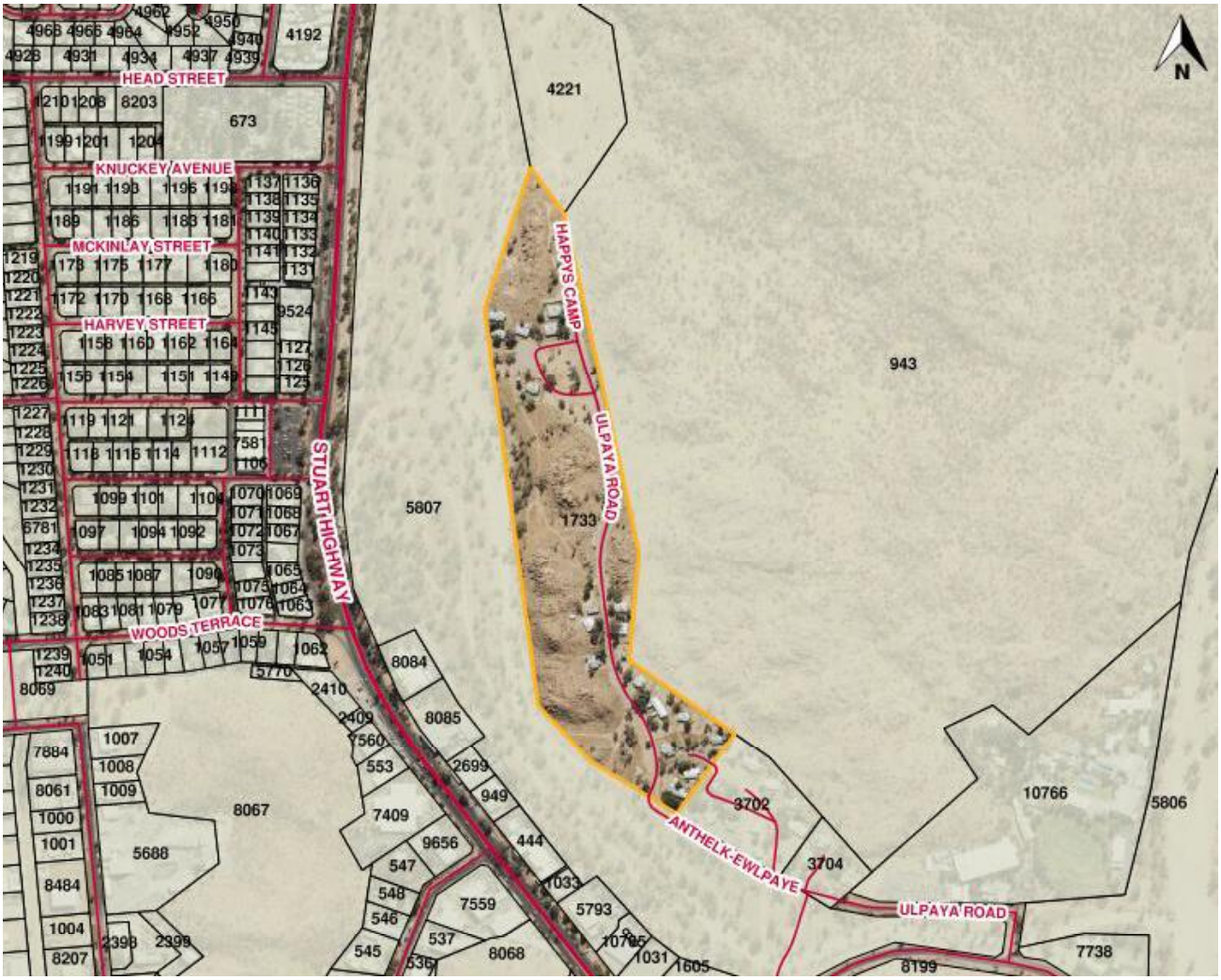
For further information contact Environment Protection Authority or visit the website https://ntepa.nt.gov.au/waste-pollution/contaminated-land

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


HEAD STREET
KNUCKEY AVENUE
MCKINLAY STREET
HARVEY STREET
WOODS TERRACE
STUART HIGHWAY
HAPPYS CAMP
ULPAYA ROAD
ANTHELK-EWLPAYE
ULPAYA ROAD
N
4221
943
5807
1733
10766
5806
673
4192
8067
5688
8084
8085
3702
3704
7738
8199

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

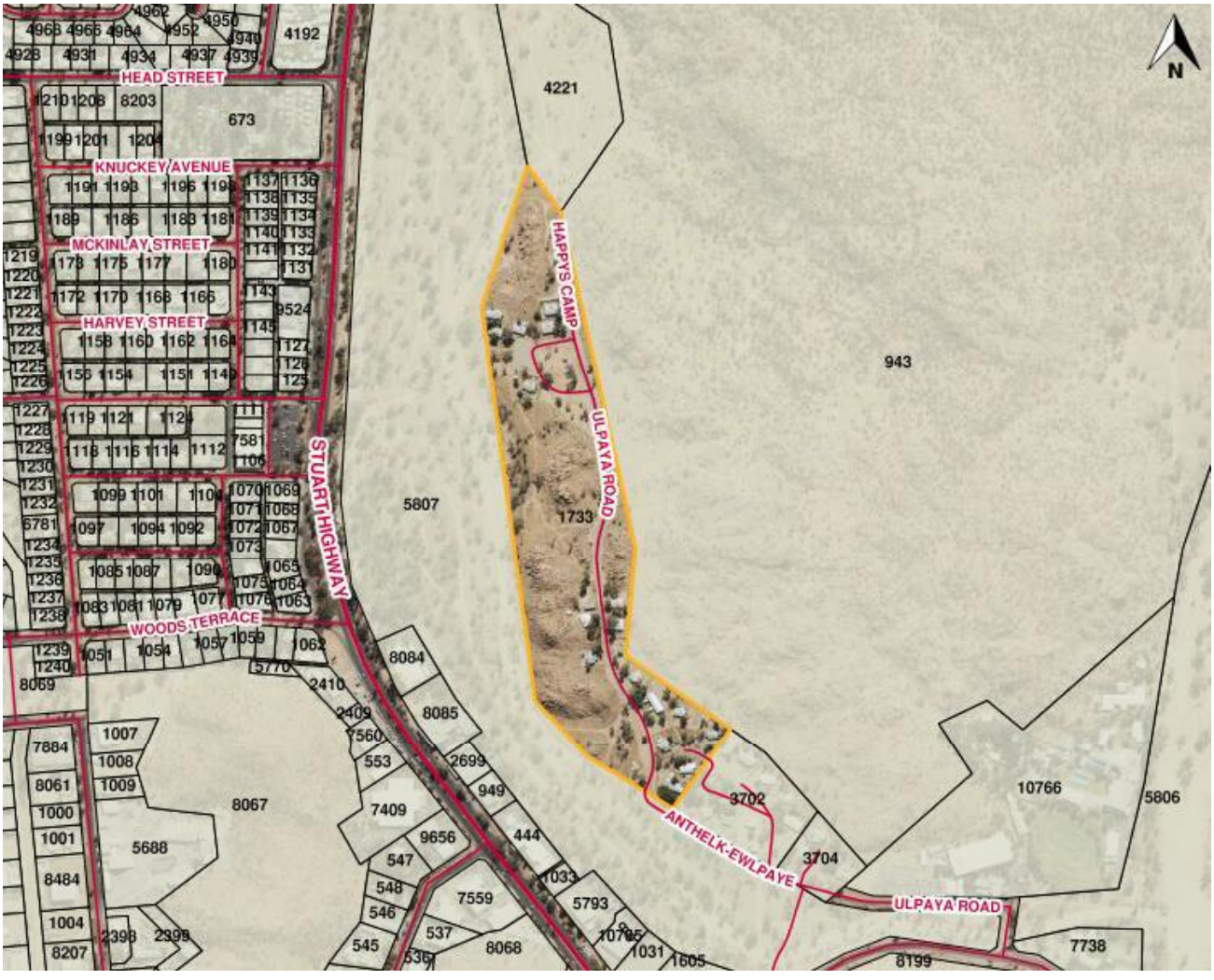
Custodian - Heritage Branch (+61 8 8999 5039)

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

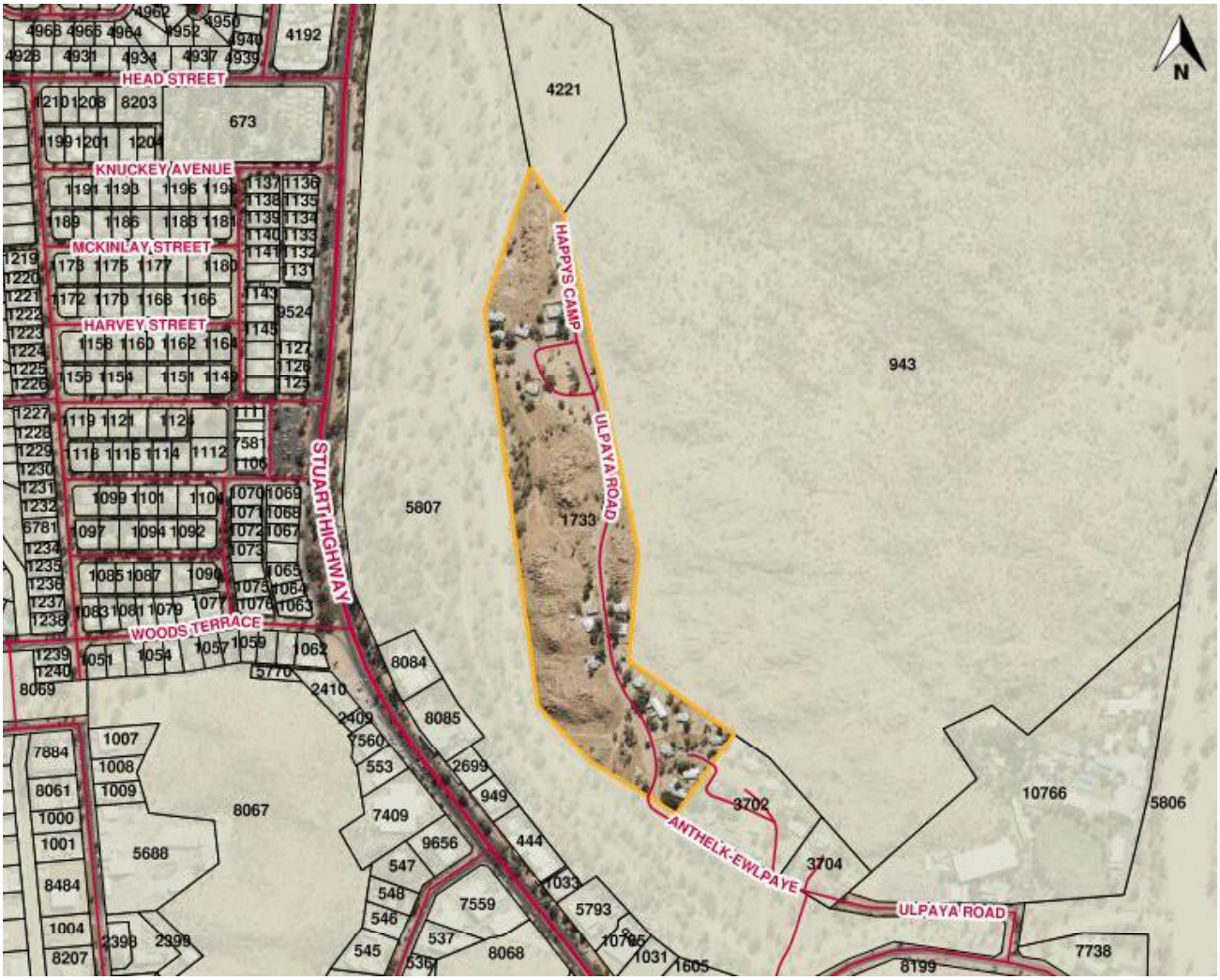
Custodian - Heritage Branch (+61 8 8999 5039)

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



Ilpiye Ilpiye

Form 31 Section 65

Land Title Act
REGISTRAR-GENERAL'S DIRECTIONS

NORTHERN TERRITORY OF AUSTRALIA

DL00721811D

Dealing Number: 721811 Lodged 24/02/2010 at 09:38:44
Dealing Type: LS By CASH
Volume 745 Folio 53 Fee $ 155.00 Receipt 333845

Commissioner of Taxes use only
Not liable to stamp duty in the Northern Territory (Reg 1)
for Commissioner of Territory Revenue
16/2/10

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	745	53	Alice Springs Town of	6911	S 85/015	

(NOTE 4) a/l

INTEREST BEING LEASED: Whole of land (NOTE 5) a/l

MARKET RENT UNDER THE LEASE	$1.00	GST Amount	$0.10
OTHER CONSIDERATION (Include Nil or Nominal Rent)	NIL	GST Amount	NIL

(NOTE 6)

OWNER: Commonwealth of Australia ~~represented by~~ the Department of Families, Housing, Community Services and Indigenous Affairs, 16 Bowes Street Woden ACT 2606 (NOTE 7) a/l

TENANT: Name: Northern Territory of Australia
Address: c/- Department of Lands and Planning, 5th Floor, Energy House, 18-20 Cavenagh Street, Darwin NT 0800 (NOTE 8)

TENANCY: Joint Tenants/Tenants in Common (Shareholding) Not applicable (NOTE 9)

TERM OF LEASE (NOTE 10)

Commencing:	Expiring:	Right of Renewal:
1 February 2010	31 January 2013	Nil

CONSENTS: Not applicable (NOTE 11)

SEE ANNEXURE PAGE 32
SIGNED by the Owner
on (Date) .....
In the presence of:
.....
Qualified Witness:
.....
.....

SEE ANNEXURE PAGE 33
SIGNED by the Tenant
on (Date) .....
In the presence of:
.....
Qualified Witness:
.....
.....

(NOTE 12)

Registered on 2/3/2010 At 12-22

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.

Housing Management Agreement

Ilpeye Ilpeye

Commonwealth of Australia

and

Northern Territory of Australia

Viewed at 10:10:58 on 31/10/2016 by 32GPL.

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Housing Management Agreement

Date 1 February 2010 2010

Parties

1. The Commonwealth of Australia represented by the Department of Families, Housing, Community Services and Indigenous Affairs ("the **Commonwealth**")

2. The Northern Territory of Australia, care of the Department of Lands and Planning, 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 Commonwealth is the registered proprietor of the Living Area, including the Land.

B. The parties have agreed that the Commonwealth 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 parties 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;

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Association means the Ilpeye Ilpeye Aboriginal Corporation;

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;

Commonwealth's Agents means the employees, contractors and agents of the Commonwealth;

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 Commonwealth;

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

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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;

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 Commonwealth 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);

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Housing Management Agreement means this lease 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 a lease 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;

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(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;

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 Commonwealth or the Territory; or

(b) which a Government Agency properly requires the Commonwealth or the Territory to spend,

and which are:

(c) paid or payable by the Commonwealth 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:

(e) bodily injury, death, sickness, disease, disability, shock, fright, mental anguish or mental injury including the resultant loss of consortium or services at any time;

(f) false arrest, detention, false imprisonment, discrimination, malicious prosecution or humiliation, or breach of confidentiality;

(g) wrongful entry or wrongful eviction or other invasion of the right to private occupancy; and

(h) 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;

Postal Service means the delivery of mail to residents of the Living Area;

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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;

Preserved Interest means the rights, titles and interests described at schedule 2 of the notice to the Territory under subsection 47(1) of the Northern Territory National Emergency Response Act 2007 (Cth), a copy of which is annexed at Annexure 2;

Preserved Tenancy Agreement means a Preserved Interest in the form of an agreement in writing under which the Association or Tangentyere Council has granted to another person for valuable consideration a right (which may be, but need not be, an exclusive right) to occupy premises on the Land for the purpose of residency;

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 Commonwealth or any other person;

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;

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;

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);

Territory's Improvements means all Improvements erected on or attached to the Land by:

(a) the Territory;

(b) any Tenant;

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(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 Commonwealth and notified to the Territory;

Territory's Services means all Services installed in or on the Land by:

(e) the Territory;

(f) any Tenant;

(g) any Land Underlessee; or

(h) 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;

(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;

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(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 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.

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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 Commonwealth grants to the Territory a lease of the Land, subject to and concurrent with any Preserved Interests, commencing on the Commencement Date, for a term of 3 years (**Term**).

(b) The Territory accepts the grant of a lease of the Land upon these terms and otherwise subject to the provisions of this Housing Management Agreement.

(c) For the avoidance of doubt, the lease of the Land includes a lease 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 Commonwealth providing Services to, on, over, through or under the Living Area, the Commonwealth 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 Commonwealth must give the Territory not less than 14 days notice that the Commonwealth 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.

(c) If the Commonwealth gives the Territory notice under clause 2.2(b), the Commonwealth must ensure, as far as reasonably practicable, that the Commonwealth 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.

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(d) If the Commonwealth gives the Territory notice under clause 2.2(b), the Territory must:

(i) assist the Commonwealth in ensuring, as far as reasonably practicable, that arrangements and procedures are put in place by the Commonwealth 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 Commonwealth in completing the Works in a timely and cost efficient manner;

(iii) give the Commonwealth access to the Land when required by the Commonwealth 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 Living Area may be subject to reservations to the Commonwealth and the Northern Territory and that this Housing Management Agreement is subject to those reservations.

2.4 Rent from Tenants

The Parties agree that any money in the nature of rent, licence fees or other monies payable to the Commonwealth under or in connection with a Preserved Tenancy Agreement is payable to the Territory from the Commencement Date.

3. Not used

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.

5. Housing Management Agreement Payment

5.1 Housing Management Agreement Payment

(a) The Territory must pay the Commonwealth $1 if demanded by the Commonwealth (**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 Commonwealth.

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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 Preserved Interest.

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 Preserved Interests to enjoy and exercise their rights, title and other interests under their Tenancy Agreements, Land Underleases, Land Licences and Preserved Interests.

(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 Preserved Interests.

(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,

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 Preserved Interests.

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7.2 Not used

7.3 Commonwealth's right of access

(a) The Commonwealth may so often as it reasonably requires (at reasonable times and on reasonable notice) enter the Land to make reasonable investigations as the Commonwealth 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 Commonwealth 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 Commonwealth 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, Preserved Interest, 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, Preserved Interest, statutory occupation right or other occupancy right granted to the tenant for the purpose of residential housing.

8. Improvements

8.1 Existing Improvements

(a) Existing Improvements subject to a Preserved Interest are included in that Preserved Interest, for the term of that Preserved Interest.

(b) Subject to clause 8.1(a), all Existing Improvements are the subject of this Housing Management Agreement.

8.2 Maintenance of Existing Improvements

(a) The Territory must maintain, repair or replace the Existing Improvements in a manner consistent with its policies.

(b) The Territory may alter, remove or demolish the Existing Improvements.

8.3 Commonwealth's Rights in respect of Existing Improvements

(a) The Commonwealth 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 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 Commonwealth 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).

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(b) The Commonwealth 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.

(c) The Territory must pay to the Commonwealth on demand all reasonable charges for all Works carried out by the Commonwealth 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 Not used

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 Commonwealth and the Territory, subject to any continuing Preserved Interest referred to in clause 8.1(a) and any other relevant continuing right, title or other interest, be the property of the Commonwealth in consideration of the sum of $1, if demanded by the Territory.

(b) Subject to any agreements in writing between the Commonwealth and the Territory, the Commonwealth will not be required to further compensate the Territory for the transfer of the Improvements.

(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 Commonwealth to enjoy and exercise its rights and interests under this clause 8.6.

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9. Tenancy Agreements, Land Underleases and Land Licences

9.1 Tenancy Agreements (Residential)

(a) Subject to the provisions of this clause 9, the Commonwealth 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 Preserved Tenancy Agreement.

(c) Subject to the terms and conditions of the Preserved Tenancy Agreement, the Territory may terminate a Preserved Tenancy Agreement 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 Commonwealth'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 Commonwealth'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;

(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.

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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) The Territory does not require the Commonwealth's prior written consent for a Land Underlease or a Land Licence to a Territory Entity. The Territory must provide the Commonwealth with a copy of any such Land Underlease or Land Licence as soon as practicable after it has been granted.

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 Not used

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 Commonwealth or the Territory.

(b) Where any Outgoing is issued against the Commonwealth, the Commonwealth must give the Territory a copy of the invoice in respect of that Outgoing within 7 Business Days of receiving the invoice.

(c) The Territory must pay the amounts under this clause 10.1 direct to any Government Agency or other person imposing the charge.

(d) If the Land is not separately assessed for an Outgoing, the Territory must pay the Territory's Percentage of the Outgoing to the Commonwealth within 7 Business Days of demand.

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(e) The Territory must give the Commonwealth receipts for any Outgoings paid by the Territory upon request by the Commonwealth.

10.2 Charges for Services

(a) The Commonwealth 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 Commonwealth; 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 Commonwealth relating to the use or supply of Services (except where the Services are for the benefit of the Commonwealth) 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.

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 for the purpose of the provision of community or public housing services and related Infrastructure (and all purposes incidental thereto) (**Permitted Use**).

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 Commonwealth 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:

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(a) the nature of the particular business conducted by the Territory in or on the Land; or

(b) any negligence or default of the Commonwealth.

12.3 Not used

12.4 Compliance with notices

The Territory must comply with all notices, orders and directions issued or given pursuant to a Law 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 Commonwealth or any Third Party.

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.

13.2 The Territory releases the Commonwealth

(a) The Territory releases the Commonwealth and the Commonwealth'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 Commonwealth or the Commonwealth's Agents in the Land; and

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(iv) failure of any of the Services.

(b) The Territory releases and forever discharges the Commonwealth 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 Commonwealth'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 Commonwealth or the Commonwealth's Agents or a breach of the Housing Management Agreement by the Commonwealth.

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;

(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 Commonwealth.

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

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(ii) give immediate notice to the Commonwealth of any cancellation of any policy.

(b) The Commonwealth 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 Commonwealth.

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 Commonwealth 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 Territory to prove currency of insurance

The Territory must produce to the Commonwealth, if required by the Commonwealth, 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 Commonwealth 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.

15. Reinstatement

15.1 No obligation to reinstate

Subject to clause 8, neither the Commonwealth 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.

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15.2 No right to damages

The Territory will not have any right, action or claim for loss, damage or compensation against the Commonwealth or the Commonwealth'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 Commonwealth or the Commonwealth's Agents.

16. Commonwealth's obligations

16.1 Quiet enjoyment

In consideration for the Territory complying with this Housing Management Agreement, the Territory may, subject to any Preserved Interest, peaceably hold and quietly enjoy the Land during the Term without disturbance or interruption from or by the Commonwealth or any other person or persons claiming under the Commonwealth during the Term.

16.2 Produce certificates

The Commonwealth 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 Commonwealth 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 Commonwealth 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).

(b) The Commonwealth 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 Commonwealth a Cure Plan in respect of

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that Default Event. The Commonwealth 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 Commonwealth:

(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 Commonwealth 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 Commonwealth to claim damages for breach of this Housing Management Agreement.

17.4 Remedies for Termination Event

(a) If a Termination Event occurs, then the Commonwealth 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 Commonwealth (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 Commonwealth may not terminate this Housing Management Agreement if the Commonwealth, 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).

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.

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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 Commonwealth 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. Not used

20. Obligations on expiration or termination

20.1 Return of Land

The Territory must return the Land to the Commonwealth 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 Commonwealth, use all reasonable endeavours to novate or assign to the Commonwealth or the Commonwealth's nominee without payment:

(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 Commonwealth to request the novation or assignment of any agreement.

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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 Commonwealth; and

(b) the Commonwealth must use all reasonable endeavours to enable the Territory to novate or assign all Tenancy Agreements, Land Underleases and Land Licences to the Commonwealth.

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 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.

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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 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.

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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.

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.

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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 Preserved Tenancy Agreement which is required under the *Residential Tenancies Act* (NT), that act does not constitute a breach of this Housing Management Agreement.

(b) If the Commonwealth exercises a right of access to the Land under this Housing Management Agreement, the Commonwealth 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 Preserved Tenancy Agreement applicable to that individual housing lot.

Viewed at 10:10:58 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 Folio , being Lot 6911 Town of Alice Springs on plan S85/015 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)	1 February 2010.
4.	**Notices** (clause 22.13)	If to the Commonwealth: **By Hand** Branch Manager – Land Reform Centraplaza 16 Bowes Street WODEN ACT 2606 **By Post** Branch Manager – Land Reform PO Box 7576 Canberra Business Centre Canberra ACT 2610 **By Facsimile** Facsimile: (02) 6121 4150
		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 10:10:58 on 31/10/2016 by 32GPL.

Executed as a deed.

Executed for and on behalf of the **Commonwealth of Australia** in the presence of:

Signature of qualified witness

Signature of authorised officer

Emma Morrison

Name of qualified witness (please print)

POS No. S0013368

Position of authorised officer

A/g BRANCH MANAGER

Solicitor admitted to Supreme Court.

Qualification ACT

JAMES ROGERS

Name of authorised officer (please print)

Phone: 02 6121 4811

Address: Department of Families, Housing, Community Services + Indigenous Affairs.
Centra Plaza - Bowes Place WODEN ACT.

Contact details of qualified witness

Viewed at 10:10:58 on 31/10/2016 by 32GPL.

SIGNED for and on behalf of the **Northern Territory of Australia** pursuant to a delegation under the Contracts Act in the presence of:

Signature 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 of Delegate

RODNEY JOHN APPLEGATE

Print name

CEO

Position

Viewed at 10:10:58 on 31/10/2016 by 32GPL.

Annexure 1 - Living Area

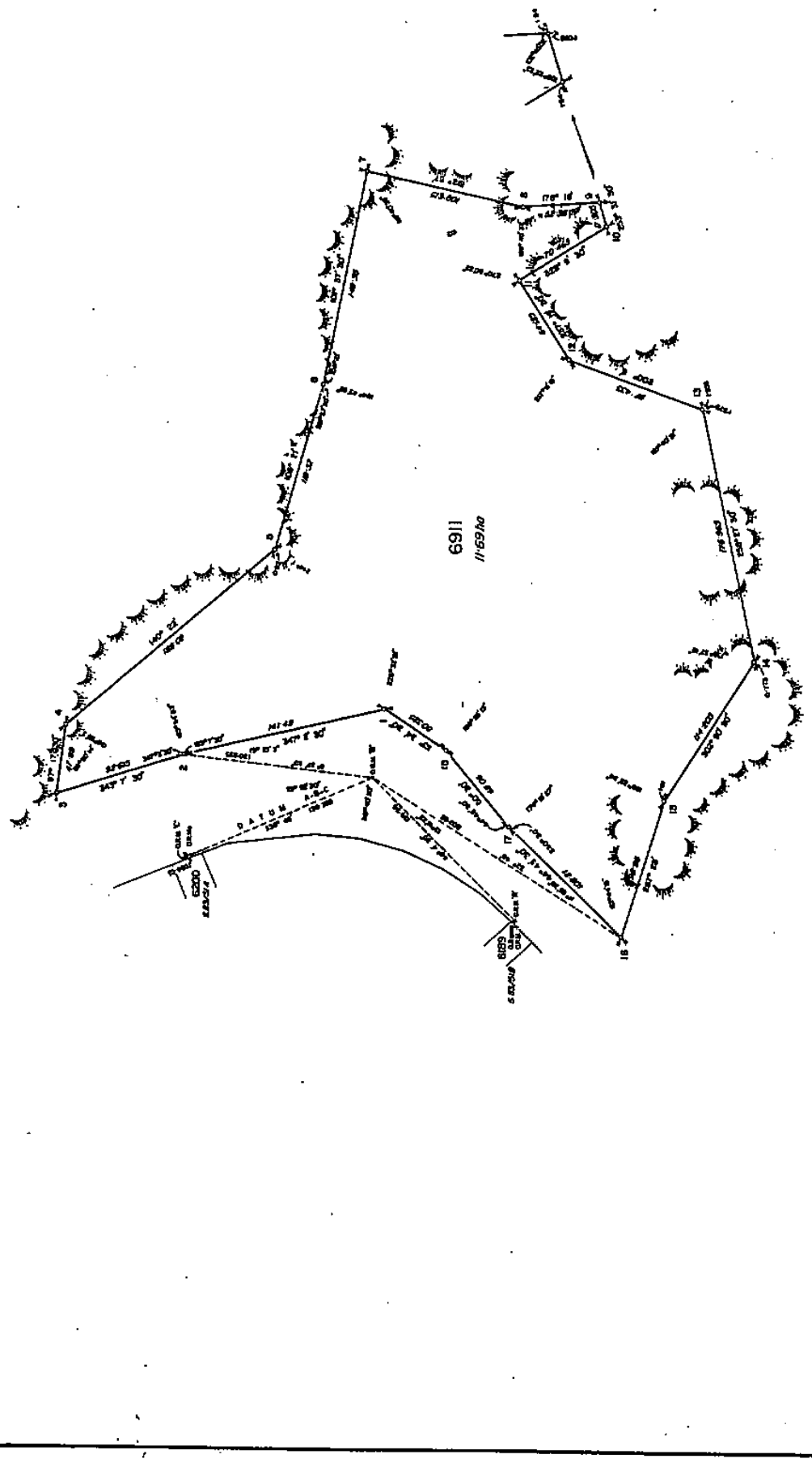
Page 1 of 1.

LOT 6911

TOWN OF ALICE SPRINGS

SCALE 1:1500

S.85/15



MICROFILMED 7/2/86

Survey Plan S 85/015

Viewed at 14:01:33 on 22/01/2010 by RES1.

Annexure 2 – Section 47 Notice

ATTACHMENT H

NOTICE TO THE NORTHERN TERRITORY OF AUSTRALIA UNDER SUBSECTION 47(1) OF THE *NORTHERN TERRITORY NATIONAL EMERGENCY RESPONSE ACT 2007*

VESTING OF RIGHTS, TITLES AND INTERESTS IN LAND IN THE COMMONWEALTH

ALICE SPRINGS TOWN CAMP LAND

I, Jenny Macklin, Minister for Families, Housing, Community Services and Indigenous Affairs, on behalf of the Commonwealth of Australia, give to the Northern Territory of Australia this notice under subsection 47(1) of the *Northern Territory National Emergency Response Act 2007* (Cth) ("the NTNER Act") and:

a) specify the land described at Schedule 1 ("the Land") for the purposes of subsection 47(1) of the NTNER Act; and

b) specify the rights, titles and interests described at Schedule 2 for the purposes of subsection 48(1) of the NTNER Act as rights, titles and interests which are to be preserved as a right, title or interest (as the case requires) in the Land after the vesting of all rights, titles and interests in the Land in the Commonwealth.

By operation of subsection 47(3) of the NTNER Act and this Notice, all rights, titles and interests in the Land are (subject to section 48 (in relation to the rights, titles and interests described at Schedule 2) and section 51 (in relation to native title) of the NTNER Act):

a) vested in the Commonwealth; and
b) freed and discharged from all other rights, titles and interests and from all trusts, restrictions, dedications, reservations, obligations, mortgages, encumbrances, contracts, licences, charges and rates.

By virtue of subsection 47(9) of the NTNER Act, rights, titles and interests in the Land does not include rights, titles and interests in relation to minerals, petroleum or gas (including rights, titles or interests to explore, prospect, mine, mine for, or extract, minerals, petroleum or gas).

I specify that the vesting of all rights, titles and interests in the Land in the Commonwealth will take effect, by force of subsection 47(4) of the NTNER Act, at 9:00am Central Standard Time on 1 February 2010.

The vesting of all rights, titles and interests in the Land in the Commonwealth is for the purpose of improving the wellbeing of Aboriginal people on the Land by implementing a method of delivering housing which improves the standard of housing, improves the infrastructure supporting that housing and addresses the social problems on the Land, and for related purposes.

Dated 28th January 2010

D. Macklin

Jenny Macklin
Minister for Families, Community Services and Indigenous Affairs

Viewed at 10:10:58 on 31/10/2016 by 32GPL.

MINUTE

Department of Families, Housing, Community Services and Indigenous Affairs

SCHEDULE 1 - THE LAND

Ilpeye Ilpeye
The whole of the land described in Certificate of Title Volume 198 Folio 072 being Lot 6911 Town of Alice Springs from plan S85/015.

IN CONFIDENCE

SCHEDULE 2 - PRESERVED RIGHTS, TITLES AND INTERESTS

1. Rights to occupy premises on the Land under a Tenancy Agreement.

2. Easements (including easements in gross) over or upon or affecting the Land created by or under a law of the Commonwealth or the Northern Territory.

3. Rights to access or cross the Land conferred by the *Northern Territory Aboriginal Sacred Sites Act* (NT).

4. Rights of way over any public roads on the Land.

5. Rights or interests in the Land held by a Utility Service Provider under a law of the Commonwealth or the Northern Territory.

In this Notice:

Tenancy Agreement means an agreement in writing under which Ilpeye-Ilpeye Aboriginal Corporation or Tangentyere Council Incorporated has granted to another person for valuable consideration a right (which may be, but need not be, an exclusive right) to occupy premises for the purpose of residency.

Utility Service means:

a) electricity;
b) gas;
c) water;
d) a carriage service (within the meaning of the *Telecommunications Act 1997* (Cth));
e) sewerage;
f) drainage; and
g) lighting of streets.

Utility Service Provider means a person who is authorised by a law of the Commonwealth or the Northern Territory to provide a Utility Service.

Australian Government

Department of Families, Housing,
Community Services and Indigenous Affairs

15 February 2010

Ms Wendy Endenburg
Deputy Registrar-General
Land Titles Office
Nichols Place
Cnr Cavenagh & Bennett Streets
Darwin NT 0800

Hand Delivered

Dear Ms Endenburg

COMMONWEALTH OF AUSTRALIA ACQUISITION OF LOT 6911 ON PLAN S 85/015 IN ALICE SPRINGS (VOLUME 198 FOLIO 072) ("ILPEYE-ILPEYE TOWN CAMP")

On 28 January 2010 the Minister for Families, Housing, Community Services and Indigenous Affairs, the Honourable Jenny Macklin made the decision to acquire the Ilpeye-Ilpeye Town Camp and accordingly a notice under section 47 of the *Northern Territory National Emergency Response Act 2007* (**NTNER Act**) was given to the Northern Territory Government. The date of the acquisition was 1 February 2010.

As a result of that notice, all rights, title and interests in the Ilpeye-Ilpeye Town Camp were vested in the Commonwealth on 1 February 2010 (other than native title interests, interests relating to mining, petroleum and gas, and any interest expressly preserved under section 48 of the NTNER Act).

We note that your preference is for the existing certificate of title for the Ilpeye-Ilpeye Town Camp to be returned to you before the new certificate of title is created.

The certificate of title for the Ilpeye-Ilpeye Town Camp was, we understand, being held by Tangentyere Council. However Tangentyere Council have advised us that they cannot locate the original certificate of title. We enclose copies of our e-mail correspondence with Tangentyere Council in this regard.

If the certificate of title comes into our possession at any time in the future we undertake to forward it to you as soon as possible.

If you have any questions in respect of this matter please contact the writer.

Yours faithfully

Ian Rowe
Senior Legal Officer
T: (02) 6121 4245 F: (02) 6121 4095 E: ian.rowe@fahcsia.gov.au

Viewed at 10:10:58 on 31/10/2016 by 32GPL.

From: Tracey Brand [mailto:tracey.brand@tangentyere.org.au]
Sent: Tuesday, 9 February 2010 9:02 PM
To: Dent, Phoebe
Cc: Coffey, Mark; 'David Donald'
Subject: RE: Land titles [SEC=UNCLASSIFIED]

Hi Phoebe,
Regrettably, I have had our safe searched (again), to no success.
Tangentyere can not locate the land titles for the following lots:

Old Timers Lot No. 5708
Little Sisters Lot No. 3701
Larapinta Valley Lot No. 5195
Basso's Farm Lot No. 5123
Warlpiri Camp Lot No. 5149
Ilpeye Ilpeye Lot No. 6911

I sincere apologise. Please let me know if this email is suffice or if you need on an official letterhead.

Regards,
Tracey

Deputy Director
Tangentyere Council
✉ PO Box 8070
ALICE SPRINGS NT 0871
☎ (08) 8951 4220
0417 882 825
🖷 (08) 8952 2618
💻 www.tangentyere.org.au

From: Dent, Phoebe [mailto:phoebe.Dent@fahcsia.gov.au]
Sent: Tuesday, 9 February 2010 8:33 AM
To: Tracey Brand
Cc: Coffey, Mark
Subject: RE: Land titles [SEC=UNCLASSIFIED]

Good morning Tracey,

If possible could you also please look for the land title certificate for Ilpeye Ilpeye (Lot No. 6911) and provide written advice if you are unable to locate it.

Many thanks
Phoebe

Phoebe Dent
Alice Springs Transformation Plan
Department of Families, Housing, Community Services and Indigenous Affairs (FaHCSIA)
P | 08 8959 4271 E | phoebe.dent@fahcsia.gov.au

Please consider the environment before printing this email

From: Tracey Brand [mailto:tracey.brand@tangentyere.org.au]
Sent: Tuesday, 9 February 2010 8:18 AM
To: Coffey, Mark
Cc: Dent, Phoebe
Subject: RE: Land titles [SEC=UNCLASSIFIED]

Morning Mark,
I will have one last search in our safe, and if no luck, I will then provide a letter.
Will try and have this done today.
Regards
Tracey.

Deputy Director
Tangentyere Council
✉ PO Box 8070
ALICE SPRINGS NT 0871
☎ (08) 8951 4220
0417 882 825
🖷 (08) 8952 2618
💻 www.tangentyere.org.au

From: Coffey, Mark [mailto:Mark.Coffey@fahcsia.gov.au]
Sent: Tuesday, 9 February 2010 8:16 AM
To: Tracey Brand
Cc: Dent, Phoebe
Subject: Land titles [SEC=UNCLASSIFIED]

Hi Tracey, recently David Donald provided us with land titles for the following town camps:

Palmers Camp Lot No. 5180
Mt Nancy Lot No. 5135
Hoppys Camp (including Charles Creek & The Village) Lot No. 3702, 3704, 1733
Trucking Yards Lot No. 5152
Morris Soak Lot No. 5150
Anthepe (Drive-In) Lot No. 5146
Hidden Valley Lot No. 5189
Ilparpa Lot No. 5713
Abbotts Camp Lot No. 2664
Karnte Lot No. 7850

David said he was going to try and locate the missing Certificates which would be:

Old Timers Lot No. 5708
Little Sisters Lot No. 3701
Larapinta Valley Lot No. 5195
Basso's Farm Lot No. 5123
Warlpiri Camp Lot No. 5149

I did speak to David a couple of weeks ago and he said that he couldn't find them and I asked that he check with you and then confirm in writing if they couldn't be located. Can you confirm whether you have these or not and if not, provide written advice.

An email to Phoebe will be sufficient for this.

thanks

Mark Coffey
Executive Director, Alice Springs Transformation Plan
Department of Families, Housing, Community Services and Indigenous Affairs

phone: (08) 8959 4231
fax: (08) 8952 1937
mobile: 0401 116166
email mark.coffey@fahcsia.gov.au

00333845

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 3

Priority of Lodgement	

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	24/02/2010
at	09:18
by	CTH
Application #	00195655

Document Delivery:
AUSTRALIAN GOVERNMENT SOLICITO
GPO BOX 4700
DARWIN 0801

Lodgement No 721811

If paper title exists enter

Volume _____

Folio _____

Description	GST Incl Amount
LEASE (LOT 6911 ALICE SPRINGS)	105.00

Total Cost excl GST	$105.00
Total GST	$0.00
Total Invoice	$105.00

Payment Details

CHEQUE (004355 RBA CANBERRA (092009))

126410

1/28 D

Form 104

Section 44(1)

Land Title Act
REGISTRAR-GENERAL'S DIRECTIONS

NORTHERN TERRITORY OF AUSTRALIA

DL00721812D

Dealing Number: 721812 Lodged 24/02/2010 at 09:38:46
Dealing Type: AT By NIL
Volume 745 Folio 53 Fee $ 0.00 Receipt .....

REQUEST TO ISSUE CERTIFICATE AS TO TITLE

The registered owner requests that a Certificate as to Title be issued for the land described below. (NOTES 1 - 3)

Register	Volume	Folio	Location	Lot Description	Plan	Unit
CUFT	745	053	Alice Springs Town of C/-	6911	S 85/015	

(NOTE 4)

REGISTERED OWNER: Commonwealth of Australia ~~represented by~~ the Department of Families, Housing, Community Services and Indigenous Affairs
Centraplaza, 16 Bowes Street, Woden, ACT, 2606 (NOTE 5)

DELIVERY INSTRUCTIONS (NOTE 6)

mailed to:	
address:	
held for collection by:	Australian Government Solicitor, Darwin – Phone 08 8943 1444

SEE ANNEXURE SHEET

.....
Signed by the Registered Owner/s
(Date) .....
In the presence of:

.....
Qualified Witness
.....
.....

SEE ANNEXURE SHEET

.....
Signed by the Registered Owner/s
(Date) .....
In the presence of:

.....
Qualified Witness
.....
.....

(NOTE 7)

Registered on 2/3/2010 At 12:22
DATE OF ISSUE OF OPTIONAL CERTIFICATE AS TO TITLE

NORTHERN TERRITORY OF AUSTRALIA REGISTRAR GENERAL

CONSENT OF INTEREST HOLDERS (if required)

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. The Registrar-General must issue a certificate containing the indefeasible title for a lot at the written request of the registered owner. However, if the lot is subject to a registered mortgage, the Registrar-General may issue the certificate as to title only if the mortgagee consents to the issue of the certificate. If an instrument has been lodged to register an interest in the lot, the Registrar-General may refuse to issue the certificate as to title until the instrument has been registered.
2. This form may be 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.
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 complete parcel description. If the certificate as to title (if issued) is readily available it must be produced.
5. Insert registered owner's s name. If more than one owner all must be shown and sign the document.
6. Here insert details of delivery instruments. The Registrar-General may give the certificate as to title to the registered owner by posting it to the owner or to someone else specified in the owner's request, at the address specified in the request; or by personally giving it to the owner or someone else specified in the request. Note: The Registrar-General must give the certificate as to title to the person stated in the owner's request.
7. 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 Act2000* 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 10:10:48 on 31/10/2016 by 32GPL.

Form 95

Land Title Act
REGISTRAR-GENERAL'S DIRECTIONS

NORTHERN TERRITORY OF AUSTRALIA

IMPORTANT NOTICE

Please Note Privacy Statement Overleaf

ANNEXURE SHEET

(Notes 1,2)

ANNEXURE TO REQUEST TO ISSUE CERTIFICATE AS TO TITLE

HEADING

SIGNING PAGE

Executed by:
John Litchfield
for and on behalf of the Commonwealth of Australia
in the presence of:

.....
Signature of qualified witness

Ian David Rowe
Name of qualified witness

Solicitor, Canberra
Qualification

Phone: (02) 6121 4245
Address: 16 Bowes Place, Woden
ACT 2606
Contact details of qualified witness

)
)
)
)
)
)
)

John Litchfield
.....
Signature of authorised officer

Branch Manager - Land Reform
Position of authorised officer

John Litchfield
Name of authorised officer (please print)

SCHEDULE OF NOTES

1. If there is insufficient space to accommodate the required information in a panel on the parent instrument insert the words "See Annexure" and enter all the information on the annexure sheet under the appropriate heading.
2. If the instrument is lodged in duplicate (or triplicate) an annexure sheet must be attached to each. The annexure attached to the original must be typed or completed in ink or biro, that attached to the duplicate (or triplicate) may be a copy of the original. Alterations to information entered on the form should be crossed out (not erased or obliterated by painting over) and initialled by the parties.
3. Multiple annexures may appear on the same annexure sheet but each must be correctly headed.

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 10:10:48 on 31/10/2016 by 32GPL.

00333844

DEPARTMENT OF JUSTICE (ABN 84 085 734 992)
REGISTRAR-GENERAL'S OFFICE
NICHOLS PLACE
GPO BOX 3021
DARWIN NT 0801
Enquiries : 8999 6252

2 OF 3

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	24/02/2010
at	09:18
by	CTH
Application #	00195655

Document Delivery:
AUSTRALIAN GOVERNMENT SOLICITO
GPO BOX 4700
DARWIN 0801

Lodgement No 721812

If paper title exists enter

Volume _____

Folio _____

Description	GST Incl Amount
AT (LOT 6911 ALICE SPRINGS)	95.00

Total Cost excl GST	$95.00
Total GST	$0.00
Total Invoice	$95.00

Payment Details

CHEQUE (004355 RBA CANBERRA (092009))

12/5/10

Date Registered: 02/03/2010 **Volume** 745 **Folio** 281

Duplicate Certificate as to Title issued? Yes 02/03/2010

SEARCH CERTIFICATE

Lot 6911 Town of Alice Springs from plan(s) S 85/015
Area under title is 11 hectares 6900 square metres

Owner:
Commonwealth of Australia
of C/- The Department of Families, Housing, Community Services and Indigenous Affairs, Centraplaza, 16 Bowes Street, Woden ACT 2606

Registered Date	Dealing Number	Description
		Previous title is **Volume** 745 **Folio** 053
02/03/2010	721812	Request to issue Certificate as to Title
02/03/2010	721811	Lease to Northern Territory of Australia - expiring 31/01/2013

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 06911 Town of Alice Springs plan(s) S 85/015

(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 745 281 (order 1)

Tenure Type
ESTATE IN FEE SIMPLE

Tenure Status
Current

Area Under Title
11 hectares 6900 square metres

Owners
Commonwealth of Australia
C/- The Department of Families, Housing, Community Services and Indigenous Affairs, Centraplaza, 16 Bowes Street, Woden ACT 2606

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 745 053 (order 1)
CUCL 198 072 (order 2)
CUCL 198 072 (order 1)
Visit the website http://www.nt.gov.au/justice/bdm/land_title_office/

Custodian - Surveyor General (+61 8 8995 5362)

Address
45 OONCHIUNPA RD, SADADEEN

Survey Plan
S 85/015

Survey Status
Approved

Parcel Status
CURRENT

Parcel Area
11 hectares, 6900 square metres

Map Reference
Code 010 Scale 2500 Sheet 31.33

Parent Parcels
(none found)

Parcel Comments
ILPIYE ILPIYE COMMUNAL LIVING AREA, SADADEEN. GRANT OF CLP NTG G6 13/2/1985. SEE S2008/003 LOTS 9846(A) TO 9867(A) FOR LOT ALLOCATIONS UNDER THE CONNECTING NEIGHBOURS INITATIVE.

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 06911 Town of Alice Springs

Unimproved Capital Value

$1,025,000 on 01/07/2015
$1,126,000 on 01/07/2012
$1,073,000 on 01/07/2009
$730,000 on 01/07/2006
$570,000 on 01/07/2003
$399,000 on 01/07/2000
$385,000 on 01/07/1997
$315,000 on 01/07/1994
$260,000 on 01/07/1991
$170,000 on 01/01/1989
$129,000 on 01/01/1986

Valuation Improvements

28/05/1990 House x 9
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:	30 of 31
Description:	II 9847 - New concrete and steel residential 3 bedroom dweliing (Type H6VAS)
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* 06/02/2012 Non-habitable building - Full Code - *issued on* 06/02/2012

Application Number:	28 of 31
Description:	House 9852, 45 Onchiunpa Road, Ilpeye-Ilpeye Town Camp, Alice Springs
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	136 square metres
Certification:	Single Dwelling - Full Code - *issued on* 05/10/2011

Application Number:	27 of 31
Description:	House 9860 - New concrete and steel residential 3 bedroom dwelling (Type H6VAS)
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	136 square metres
Certification:	Single Dwelling - Full Code - *issued on* 05/10/2011

Application Number:	26 of 31
Description:	New concrete and steel residential 3 bedroom dwelling (Type H7EAS) House 9857 - Ilpeye Ilpeya Camp
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	139 square metres
Certification:	Single Dwelling - Full Code - *issued on* 05/10/2011

Application Number:	25 of 31
Description:	New concrete and steel residential duplex building (Type H4DAS) House 40A & 40B - Ilpeye Ilpeya Camp
Number of Residental Units:	2
Australian Bureau of Statistics Type:	Semi-detached town house of one storey

Building Class:	Single Dwelling
Area:	228 square metres
Certification:	Single Dwelling - Full Code - *issued on* 06/10/2011

Application Number:	23 of 31
Description:	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* 14/11/2011

Application Number:	20 of 31
Description:	Upgrades to dwellings including wall cladding, sunshade awnings, verandas
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* 17/12/2008

Application Number:	19 of 31
Description:	Single residential dwelling
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	129 square metres
Certification:	Single Dwelling - Full Code - *issued on* 01/08/2007

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
PA2013/0957

Type
Exceptional Development

Date Received
29/11/2013

Application Purpose
Subdivision to create 32 lots

Application Status
Approved

Other Affected Parcels
(none found)

Instrument Signed
13/02/2014

Instrument Number
EDP14/0001

Instrument Issued
Signed

Instrument Status
Current

File Number
PA1985/0042

Type
Planning Scheme Amendment

Date Received
31/01/1985

Application Purpose
FU TO S2 SEE NEXT SCREEN FOR ASSOC. SUBDIVISION APPLICATION

Application Status
Completed

Other Affected Parcels
(none found)

Instrument Signed

Instrument Number

Instrument Issued
Not Complete

Instrument Status
Completed

File Number
PA1985/0042

Type
Subdivision

Date Received
31/01/1985

Application Purpose
CREATE ONE LOT SEE PREVIOUS PAGE FOR REZONING.

Application Status
Approved

Other Affected Parcels
(none found)

Instrument Signed
23/01/1986

Instrument Number
S 1275

Instrument Issued
Signed

Instrument Status
Completed

Custodian - Power and Water Corporation (1800 245 092)

Meters on Parcel

Power Water - Electricity	9
Power Water - Water	13

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

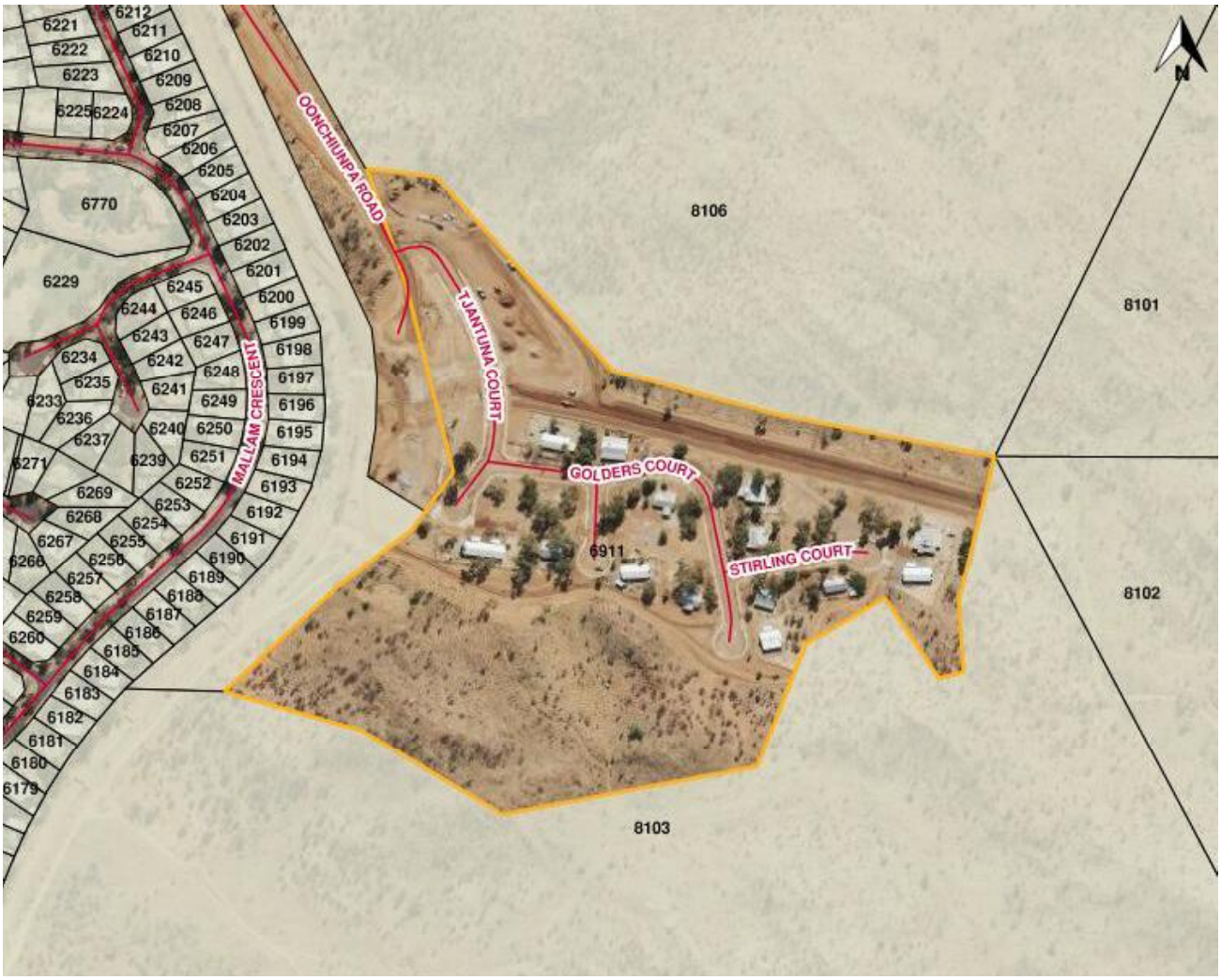
Custodian - Heritage Branch (+61 8 8999 5039)

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



Kunoth

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.

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Sublease

Anthelk-Ewlpaye Association Incorporated

and

Executive Director of Township Leasing

and

Northern Territory of Australia

and

Chief Executive Officer (Housing)

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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

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(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.

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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;

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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

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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:

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(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);

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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;

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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;

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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:

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(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;

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(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.

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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.

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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.

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(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.

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(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

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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.

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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

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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.

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(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.

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(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.

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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.

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(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

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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.

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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

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(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:

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(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

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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:

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(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**).

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(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.

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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.

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(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.

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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.

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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.

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(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.

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(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;

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(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.

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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.

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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

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	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 12:10:32 on 31/10/2016 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

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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 12:10:32 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 Cour
of the Northern Territory of Australi
Position 68 The Esplanade, Darwin NT
Ph: (08) 8935 7809

.....
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
Position 68 The Esplanade, Darwin NT
Ph: (08) 8935 7809

.....
Chief Executive Officer (Housing)

David John Ritchie
Chief Executive
Print name

3 DEC 2009
.....
Date

Viewed at 12:10:32 on 31/10/2016 by 32GPL.

Annexure 1 - Living Area

4221

Plan S.71/249

Grid Bearings

943

Plan B.139

CHARLES

1733

26a 3r. 30p.

10·92ha

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)

3702

4a. 2r.

1·82ha

3704

1a 3r. 4p.

718·0m²

RIVER

1494

Plan A.320

SUPERSEDES PLAN B.180

REFERENCE MARKS ARE AT 33 FEET UNLESS OTHERWISE SHOWN.

Scale of Feet

YOR'S CERTIFICATE

I ..... 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. Kelly 4:9:72

LOTS 1733, 3702
AND 3704

SC

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 12:10:32 on 31/10/2016 by 32GPL.

Annexure 3 - Form 93 General Consent

Viewed at 12:10:32 on 31/10/2016 by 32GPL.

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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.

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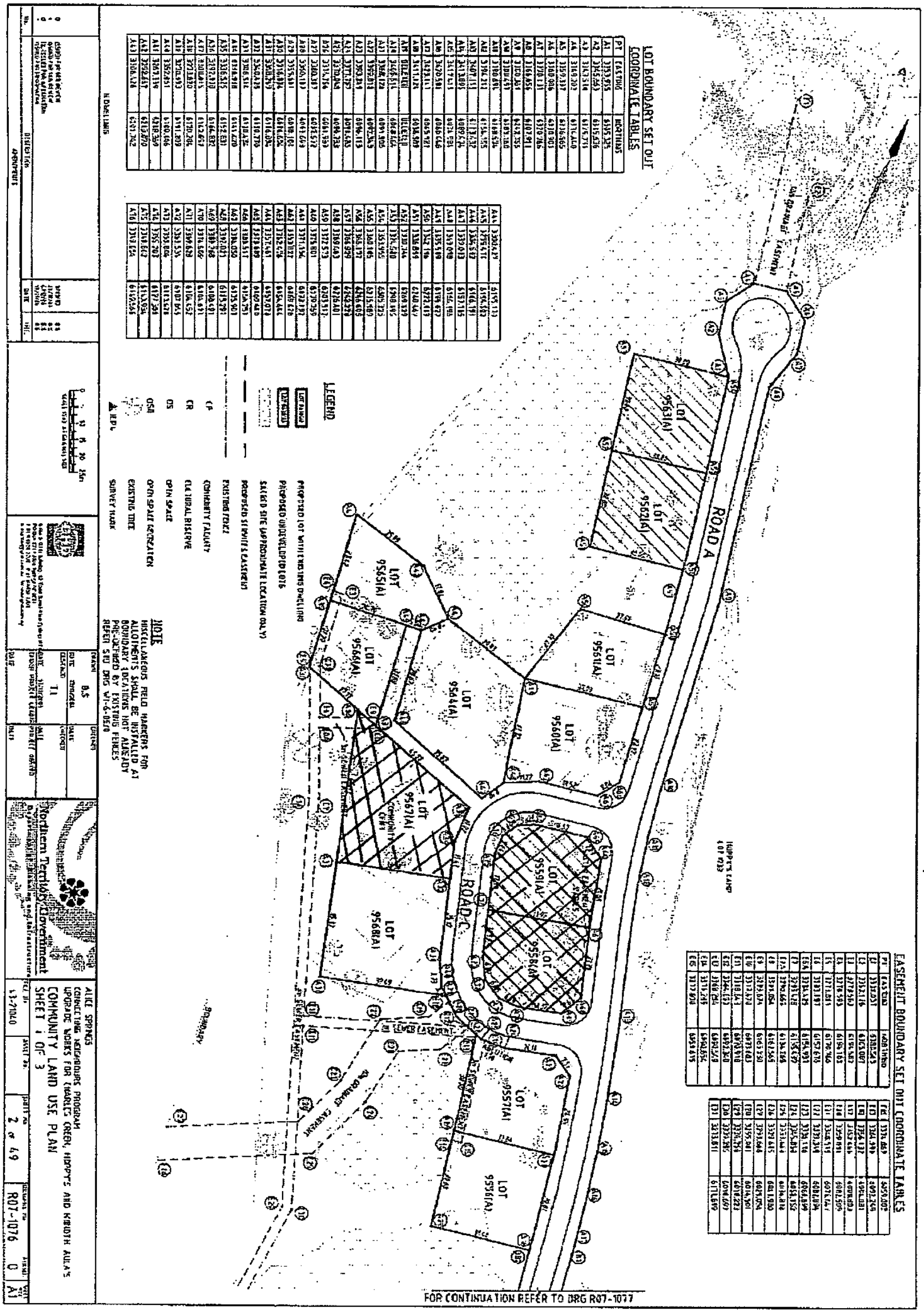
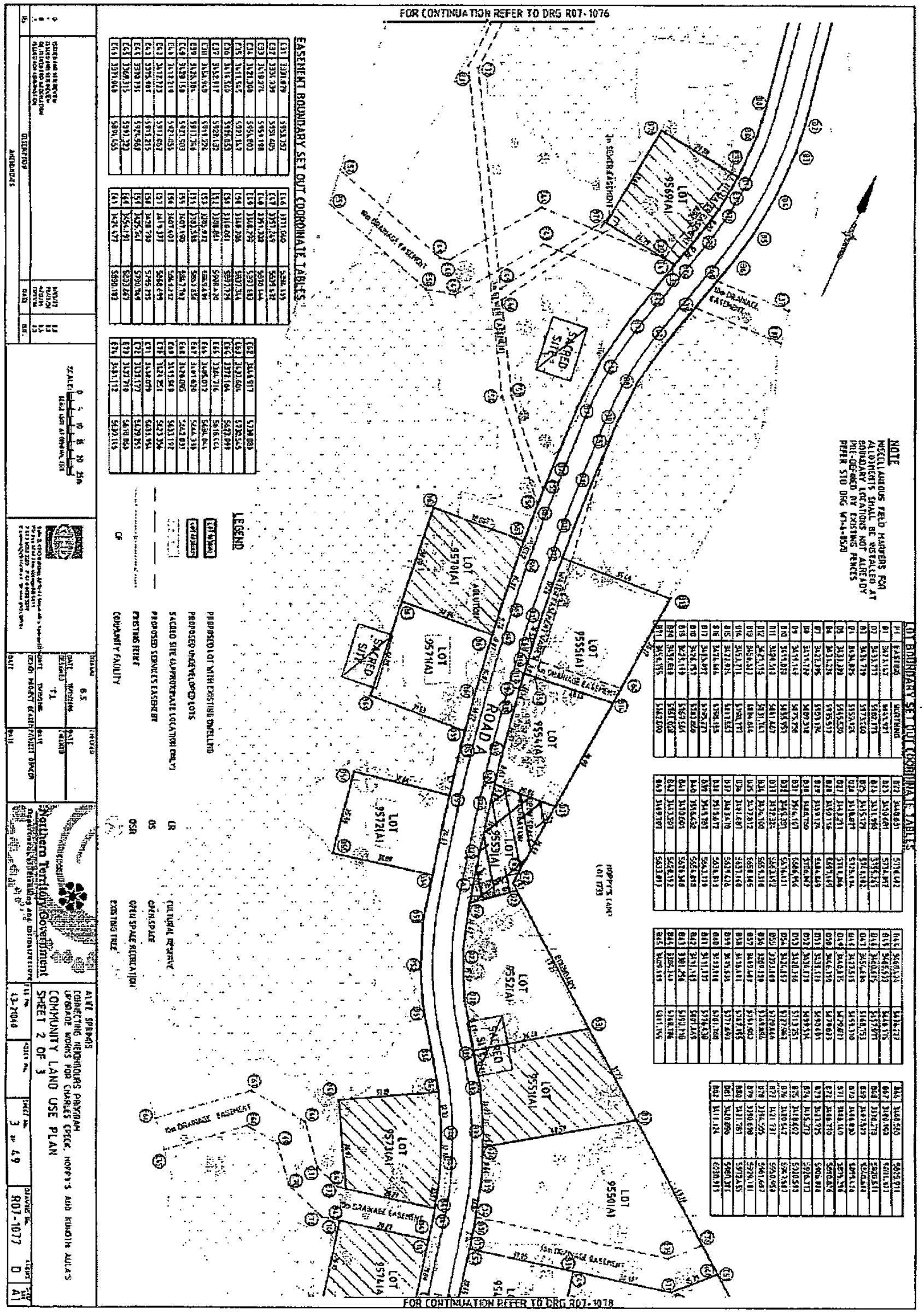
Failure to provide the information in full or in part may prevent your application or transaction being completed.

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.

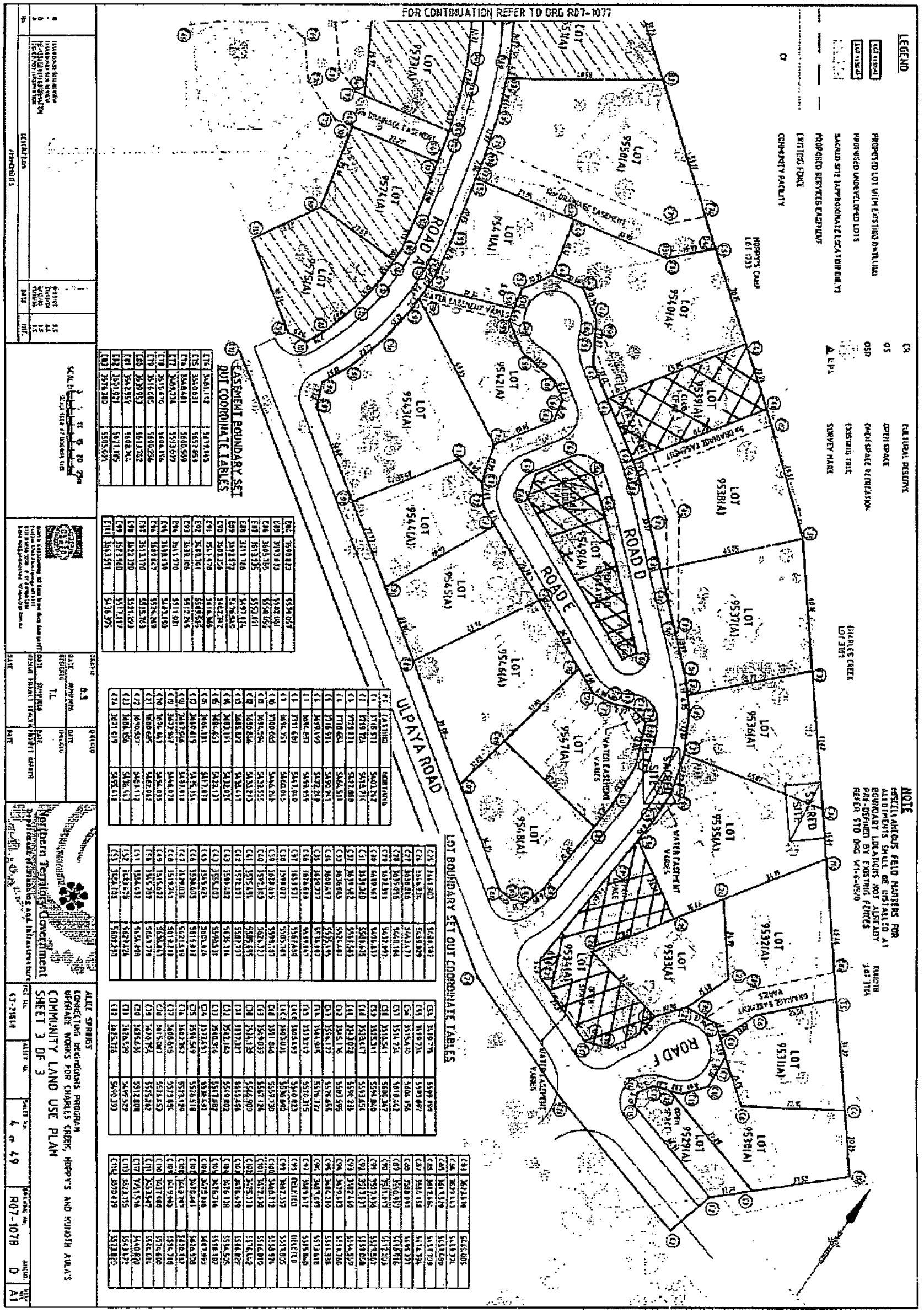
Annexure 4 - Community Land


LOT BOUNDARY SET OUT COORDINATE TABLES
EASEMENT BOUNDARY SET OUT COORDINATE TABLES
LEGEND
NOTE
ROAD A
ROAD C
LOT 9563(A)
LOT 9562(A)
LOT 9561(A)
LOT 9560(A)
LOT 9564(A)
LOT 9565(A)
LOT 9566(A)
LOT 9567(A)
LOT 9568(A)
LOT 9559(A)
LOT 9557(A)
FOR CONTINUATION REFER TO DRG R07-1077
Northern Territory Government
ALICE SPRINGS
COMMUNITY LAND USE PLAN
SHEET 1 OF 3
R07-1076
0
A1

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
ROAD A
LOT 9555(A)
LOT 9570(A)
LOT 9571(A)
LOT 9572(A)
LOT 9573(A)
LOT 9574(A)
LOT 9550(A)
SACRED SITE
Hoppy's Lane
Lot 1733
Northern Territory Government
COMMUNITY LAND USE PLAN
SHEET 2 OF 3
R07-1077
FOR CONTINUATION REFER TO DRG R07-1078

Sublease


FOR CONTINUATION REFER TO DRG RD7-1077
LEGEND
PROPOSED LOT WITH EXISTING BUILDING
PROPOSED UNDEVELOPED LOT
PROPOSED BERRIEDS EASEMENT
EXISTING FENCE
COMMUNITY FACILITY
NOTE
MISCELLANEOUS FIELD MARKERS FOR ALLOTMENTS SHALL BE INSTALLED AT BOUNDARY LOCATIONS MOST SUITABLY FOR OPERATION BY EXISTING FENCES REFER STD DRG MT-1-0500
ROAD A
ROAD D
ROAD E
ROAD F
ULPAYA ROAD
CHARLES CREEK
LOT 9538(A1)
LOT 9537(A1)
LOT 9536(A1)
LOT 9534(A1)
LOT 9533(A1)
LOT 9532(A1)
LOT 9529(A1)
LOT 9547(A1)
LOT 9546(A1)
LOT 9545(A1)
LOT 9544(A1)
LOT 9543(A1)
LOT 9542(A1)
LOT 9541(A1)
LOT 9540(A1)
SHARED SITE
EASEMENT FOR DRAINAGE
EASEMENT FOR WATER
EASEMENT FOR OPEN SPACE
EASEMENT FOR ACCESS
EASEMENT FOR SEWERAGE
EASEMENT FOR ELECTRICITY
EASEMENT FOR TELECOMMUNICATIONS
EASEMENT FOR GAS
EASEMENT FOR OIL
EASEMENT FOR WATER
EASEMENT FOR GAS AND OIL
EASEMENT FOR WATER AND GAS
EASEMENT FOR WATER AND OIL
EASEMENT FOR WATER AND GAS AND OIL
EASEMENT FOR WATER AND GAS AND OIL AND ELECTRICITY
EASEMENT FOR WATER AND GAS AND OIL AND ELECTRICITY AND TELECOMMUNICATIONS
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EASEMENT FOR WATER AND GAS AND OIL AND ELECTRICITY AND TELECOMMUNICATIONS AND SEWERAGE AND DRAINAGE AND ACCESS AND OPEN SPACE
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EASEMENT FOR WATER AND GAS AND OIL AND ELECTRICITY AND TELECOMMUNICATIONS AND SEWERAGE AND DRAINAGE AND ACCESS AND OPEN SPACE AND WATER AND GAS AND OIL AND ELECTRICITY AND TELECOMMUNICATIONS AND SEWERAGE AND DRAINAGE AND ACCESS AND OPEN SPACE AND WATER AND GAS AND OIL AND ELECTRICITY AND TELECOMMUNICATIONS
EASEMENT FOR WATER AND GAS AND OIL AND ELECTRICITY AND TELECOMMUNICATIONS AND SEWERAGE AND DRAINAGE AND ACCESS AND OPEN SPACE AND WATER AND GAS AND OIL AND ELECTRICITY AND TELECOMMUNICATIONS AND SEWERAGE AND DRAINAGE AND ACCESS AND OPEN SPACE AND WATER AND GAS AND OIL AND ELECTRICITY AND TELECOMMUNICATIONS AND SEWERAGE
EASEMENT FOR WATER AND GAS AND OIL AND ELECTRICITY AND TELECOMMUNICATIONS AND SEWERAGE AND DRAINAGE AND ACCESS AND OPEN SPACE AND WATER AND GAS AND OIL AND ELECTRICITY AND TELECOMMUNICATIONS AND SEWERAGE AND DRAINAGE AND ACCESS AND OPEN SPACE AND WATER AND GAS AND OIL AND ELECTRICITY AND TELECOMMUNICATIONS AND SEWERAGE AND DRAINAGE
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EASEMENT FOR WATER AND GAS AND OIL AND ELECTRICITY AND TELECOMMUNICATIONS AND SEWERAGE AND DRAINAGE AND ACCESS AND OPEN SPACE AND WATER AND GAS AND OIL AND ELECTRICITY AND TELECOMMUNICATIONS AND SEWERAGE AND DRAINAGE AND ACCESS AND OPEN SPACE AND WATER AND GAS AND OIL AND ELECTRICITY AND TELECOMMUNICATIONS AND SEWERAGE AND DRAINAGE AND ACCESS AND OPEN SPACE
EASEMENT FOR WATER AND GAS AND OIL AND ELECTRICITY AND TELECOMMUNICATIONS AND SEWERAGE AND DRAINAGE AND ACCESS AND OPEN SPACE AND

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

Viewed at 12:10:32 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

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

Commencing:	Expiring:	Right of Renewal:
3/12/2009	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)

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.

Housing Management Agreement

Anthelk-Ewlpaye (SPL 426)

Executive Director of Township Leasing

and

Northern Territory of Australia

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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;

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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

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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);

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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;

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(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;

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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);

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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;

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(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

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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.

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(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.

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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,

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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.

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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.

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(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.

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(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;

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(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.

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(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.

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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.

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(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.

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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;

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(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.

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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).

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(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).

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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 12:10:32 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

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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

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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 12:10:32 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 12:10:32 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 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

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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 12:10:32 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

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

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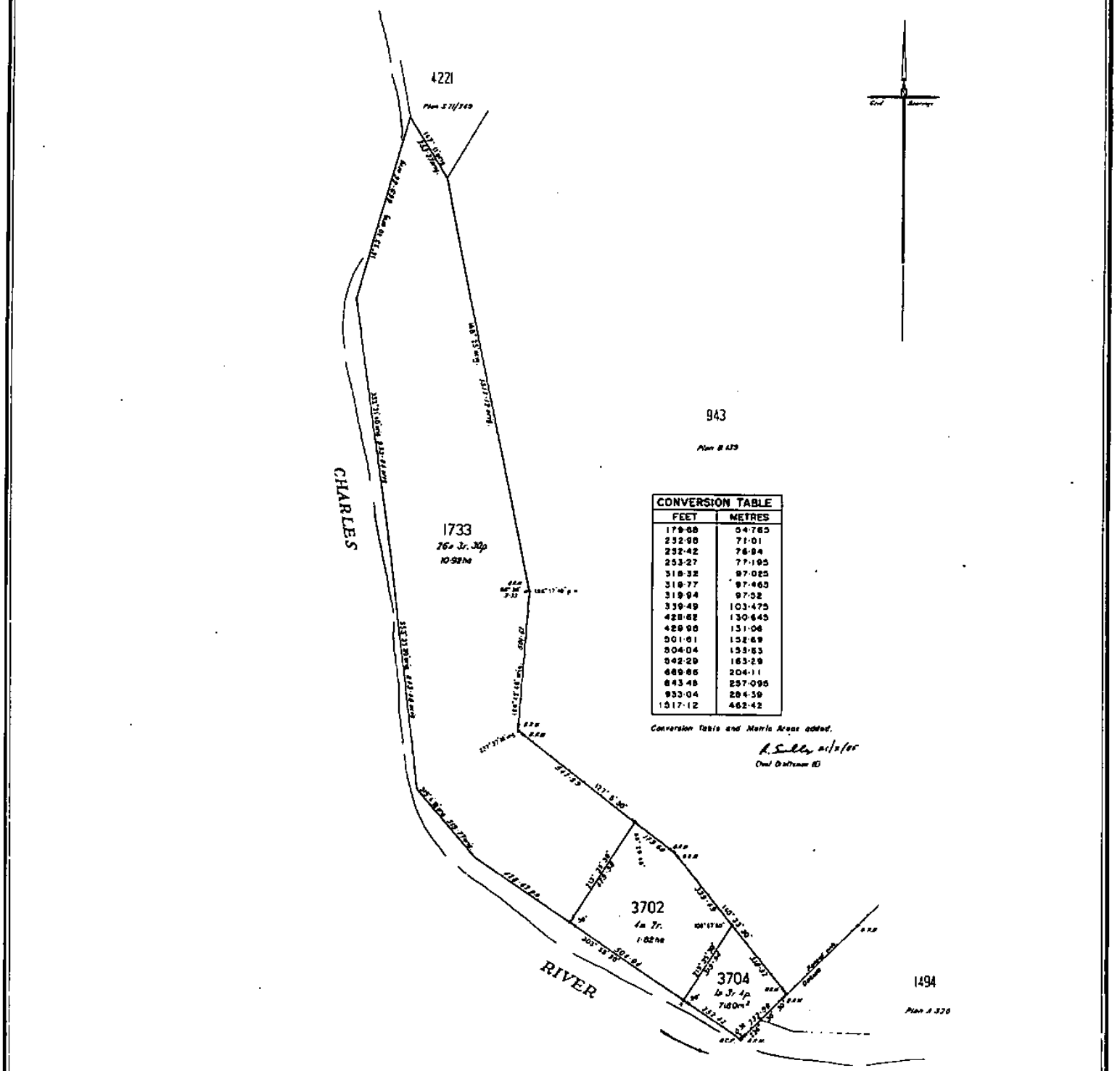
Annexure 1 - Living Area

Viewed at 12:10:32 on 31/10/2016 by 32GPL.

Survey Plan S 72/098



SUPERSEDES PLAN B 180
REFERENCE MARKS ARE AT 33 FEET UNLESS OTHERWISE SHOWN

SURVEYOR'S CERTIFICATE

I, Ernest 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 3rd June, 1972 and that this survey has been executed in accordance with the Licensed Surveyors Ordinance 1953-1957 and the Regulations thereunder.

Date 3.12.72 — E. L. Gadsby, Licensed Surveyor

SURVEY APPROVED

Date 26.2.1973 — Surveyor-General

File No.
Instruction No. S.72/098
Field Book No.
Drawn A.P. Worby 6.9.72
Checked on Alice Springs sheet 228
Compared with F.B. B.Q/96 10.10.72
Calculation Book No. A.P.W. - 5165
Examined A.P. Wilson 11.10.72

Passed — Assistant Chief Draftsman, Lands and Survey Branch
Date 21/3/73

NORTHERN TERRITORY ADMINISTRATION

LOTS 1733, 3702 AND 3704.
TOWN OF ALICE SPRINGS

LEGEND

AZIMUTH

SCALE
200 FEET TO AN INCH

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 12:10:32 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

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.

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.

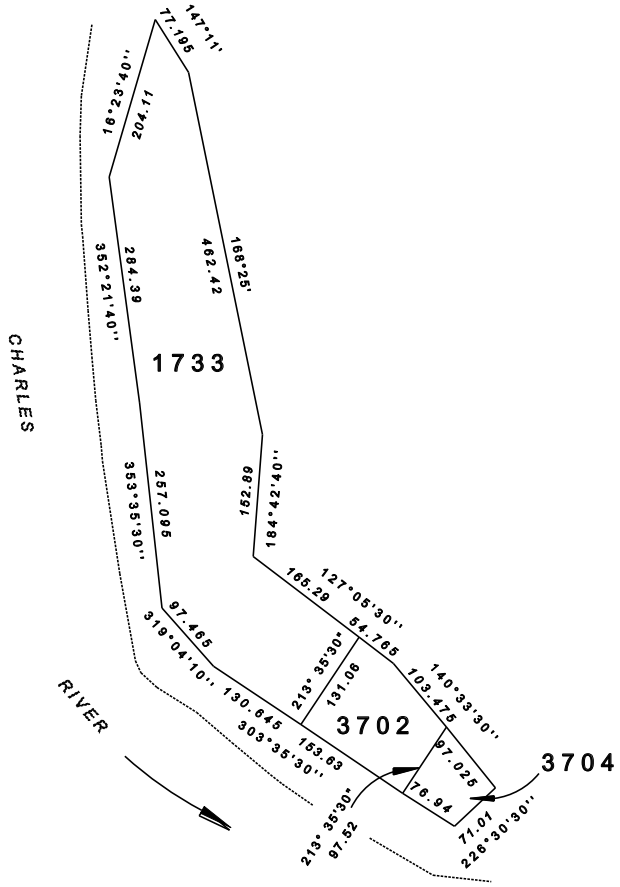
10. That adequate fire fighting equipment shall be provided on the site and shall be easily accessible from any development. Such equipment shall be approved by the Local Authority and thereafter maintained to the satisfaction of the Administrator.

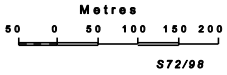
11. That for every ten individual camp sites or part thereof there shall be provided the following minimal facilities - 1 water point 1 water closet for use by males 1 urinal 1 water closet for use by females 1 shower with hot and cold water, for use by males 1 shower with hot and cold water, for use 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

N
LITTLE FLOWER COURT
3702
ATYUNPE STREET
943
3704
PADDY COURT
10766
ANTHELK-EWLPAYE
5807
ANTHELK-EWLPAYE ACCESS

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

Warlpiri Transient Camp (Gewyulkgan)

Real Property Regulations

FORM 44

Section 191B

NORTHERN TERRITORY OF AUSTRALIA

R No. 357131

LODGED AT THE REGISTRAR-GENERAL'S OFFICE

ON 30-7-96 AT .....

BY LAB CORRECTION TO .....

FEE $90.00 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. (NOTES 1-3)

LAND (NOTE 4)

Register	Volume	Folio	Location	Parcel	Plan	Unit
			TOWN OF KATHERINE	LOT 3031	S92/185	N/A

STATUTORY AUTHORITY IMPOSING THE RESTRICTION (NOTES 5 & 6)

SECTION 26A ASSOCIATIONS INCORPORATION ACT — Date : 1.3.90.

EXTENT OR NATURE OF RESTRICTION (NOTE 7)

PRESCRIBED PROPERTY

.....

Signed by the applicant on (NOTE 8)
(Date) 27/7/96
In the presence of MARGARET MORRISSEY
Commissioner For Oaths (N.T.)
Phone: 89 6649

DAVID KISSON

.....

Correct for the purposes of the Real Property Act (NOTE 9)

A PRACTITIONER OF THE SUPREME COURT OF THE LTO:R N.T.

91

7-8-96 9.51

Registered on At

REGISTRAR GENERAL

357131

ITEM(S) DELIVERED - POSTED IN ACCORDANCE WITH DELIVERY INSTRUCTIONS				
Item	Agent/RGO Box No.	Delivery Date	*Postage Number	Initials

* Fill out Postage Number if Items are Returned by Certified Mail

LIS UPDATED
Examiner to Initial

SCHEDULE OF NOTES

1. The memorandum is lodged on behalf of the Minister of the Crown (including the Commonwealth if applicable) responsible for the administration of the law imposing the restriction.

2. The memorandum is lodged as an original only and must be typed or completed in ink or biro.

3. If there is insufficient space in any panel use the space above or an annexure sheet (Form 53).

4. The title need not be produced. Title reference and land description must be completed.

5. The legislation and section under which the restriction is imposed must be quoted (e.g. Section 4. Associations Incorporation Act or Section 337. Local Government Act) .

6. If the commencement of the restriction is dependent on the date of a gazettal etc., this should be shown here, otherwise leave blank.

7. A brief summary of the extent or nature of restriction should be shown (i.e. prescribed property, revocation of reservation etc.).

8. Print and sign the name of the Minister or the delegate of the Minister.

   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 person qualified to do so in that place under the Oaths Act (N.T.).

9. To be signed by a Practitioner of the Supreme Court of the Northern Territory or by the the applicant.

Viewed at 10:11:18 on 01/11/2016 by 32GPL.

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

LAB 30/7/96

No.	(B) Description of Instrument or Document	Registered Number	Fee
2	RESTRICTION NOTICE (LOT 3031 KATH)	357132.	90 00

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.

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:

LAB

Cheque No.....	SUB - TOTAL	
Cash.....	CERTIFIED MAIL	
Other.....	**TOTAL**	90 00

CODE 1 - LPSA
CODE 11 -
CODE 9 -

Government Printer of the Northern Territory 36-33

Form 19

Land Title Act

REGISTRAR-GENERAL'S DIRECTIONS

DL00648952D

:Y OF AUSTRALIA

Dealing Number: 648952 Lodged 02/07/2007 at 10:09:50
Dealing Type: VA By LPSA
Volume 644 Folio 282 Fee $ 90.00 Receipt .....

VARIATION OF CROWN LEASE

Pursuant to the *Crown Lands Act* or other Act specified below the Minister or delegate of the Minister administering the *Act* produces this document, being a notice in writing of the variation of the lease to the Registrar-General. The Minister or delegate of the Minister has agreed to vary the lease as described below subject to the mortgages, encumbrances and other instruments affecting the land including any created by dealings lodged for registration prior to the lodging of this instrument. (NOTES 1 – 2)

EXTENSION OF LEASE DATE: Not applicable (NOTE 3)

Register	Volume	Folio	Location	Lot Description	Plan	Unit
CUFT	644	282	Town of Katherine	3031	S92/185	

(NOTE 4)

REGISTERED PROPRIETOR: Name only: Kalano Community Association Incorporated (NOTE 5)

POWER TO VARY: Section 34 (NOTE 6)

DETAILS OF VARIATION: Delete Condition 2. (NOTE 7)

The common seal was hereunto affixed by
KALANO COMMUNITY ASSOCIATION
INCORPORATED

on (Date) 21/6/07

by

.....
Public Officer

RICK FLETCHER
.....
Full Name

PRESIDENT
.....
Title

.....

Full Name LISA MUMBIN

THE KALANO COMMUNITY ASSOCIATION INC. COMMON SEAL

Registered on 2/7/2007 At .....

.....
SIGNED by PAUL KINGSTON WHARAM
Delegate of the Minister
on (Date) 28/6/07
In the presence of:

.....
Qualified Witness

.....

.....

Brian Dobie
Commissioner for Oaths
Ph: (08) 8999 7754

(NOTE 8)

CONSENT OF INTEREST HOLDERS (Note 8)

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 may be lodged in duplicate. The original must be typed or completed in ink or biro. The duplicate may be a copy of the original but the signatures of all parties and their witnesses must be original and signed 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. If there is insufficient space in any panel use the space above or an annexure sheet (Form 95).
3. Insert the date for an extension of the Crown Lease Term. If this variation does not include and extension of the term insert the words "not applicable".
4. Volume and Folio references must be given together with complete parcel descriptions. If the certificate as to title has been issued it must be produced.
5. Insert full name. Address is not required.
6. Insert the section of the *Crown Lands Act* or other Act specified under which the variation is approved.
7. Insert details of variation.
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 1 of the *Land Title Act* and the Registrar-General's Direction.
9. Quote instrument type, number and attach consent or complete the above consent of interest holders if required.

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 10:11:28 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

Name and Address of Lodging Party

LAB

No.	Description of Instrument or Document (please Submit in this Order)	Registered Number	Fee
1	Variation of Crown Lease	648952.	90
	CLP 2093 Kalano Community		

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

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.

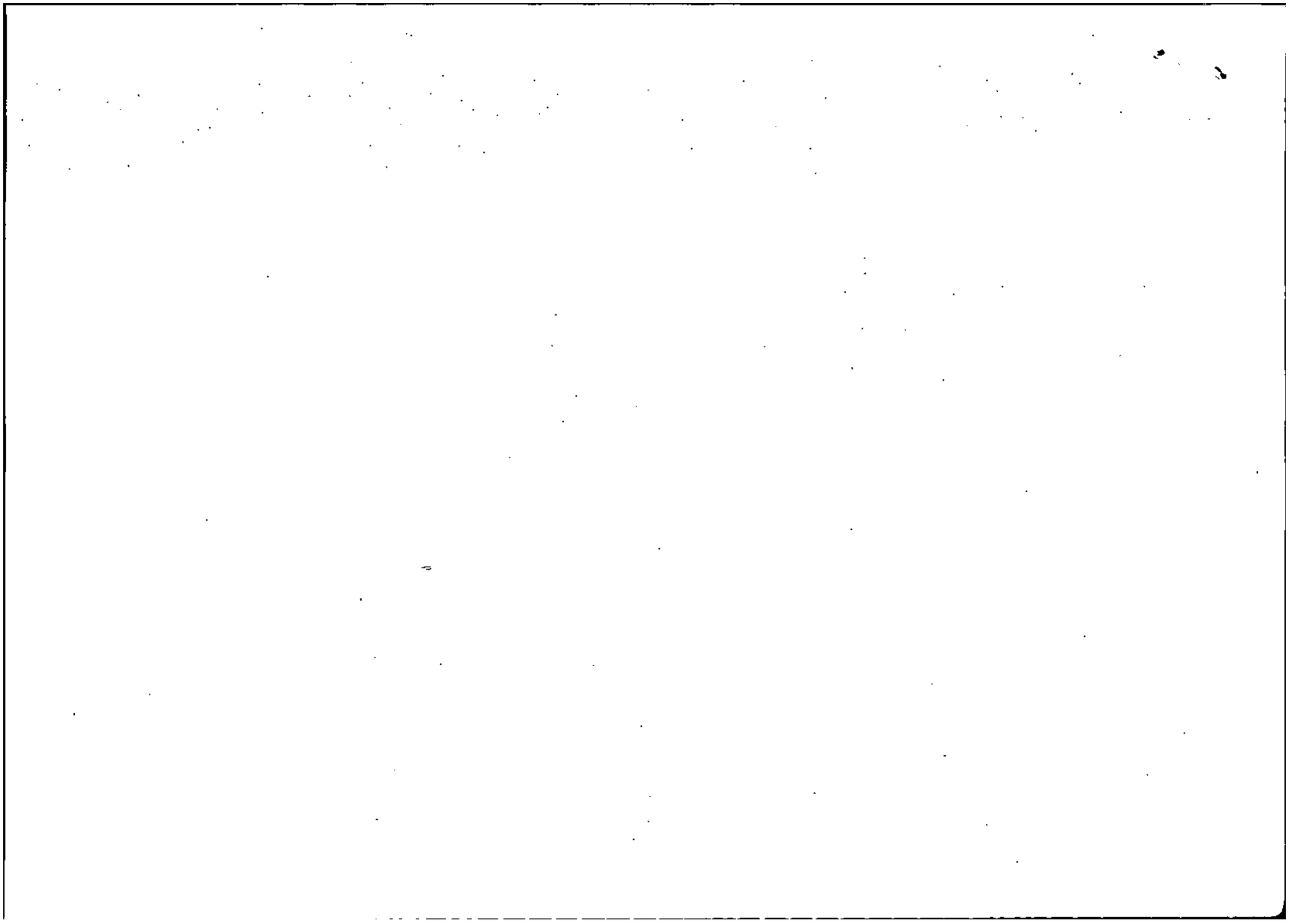
J. Steele x96499

THIS SECTION TO BE USED FOR CUSTOMER CODE ONLY.

LPSA

DO NOT COMPLETE IF PAYING CASH.

Government Printer of the Northern Territory 36-33



Date Registered: 02/07/2007 **Volume** 715 **Folio** 199
Duplicate Certificate as to Title issued? No

SEARCH CERTIFICATE

CROWN LEASE IN PERPETUITY 02093

Lot 3031 Town of Katherine from plan(s) S92/185
Area under title is 18 hectares 4300 square metres

Owner:
Kalano Community Association Inc.
of PO Box 646, Katherine NT 0851

Easements:
Electricity supply Easement to Power and Water Authority
Sewerage Easement to Power and Water Authority

Registered Date	Dealing Number	Description
		Previous title is **Volume** 644 **Folio** 282
02/07/2007	648952	Variation - conditions varied
07/08/1996	357131	Statutory Notice - Prescribed Property
End of Dealings		

Commencement Date: 14th February 2002

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 lease will be in perpetuity

2. The purpose of the lease ('the lease purpose') is Aboriginal living area.

3. The annual rent for the lease (called "the rent") will be nil.

4. The 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 and will, subject to the Crown Lands Act and the 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: Aboriginal living area.

2. The Lessee will complete development of the leased area in accordance with the development plan dated 22 October 2001 or any further amended plan as approved by the Minister.

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

4. The Lessee will at all times comply with any Control Plan and/or Development Permit under the Planning Act affecting the leased land.

5. 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.

6. If the Lessee fails to observe and carry out or cause to be observed or carried out the requirements of Condition 5 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.

7. 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.

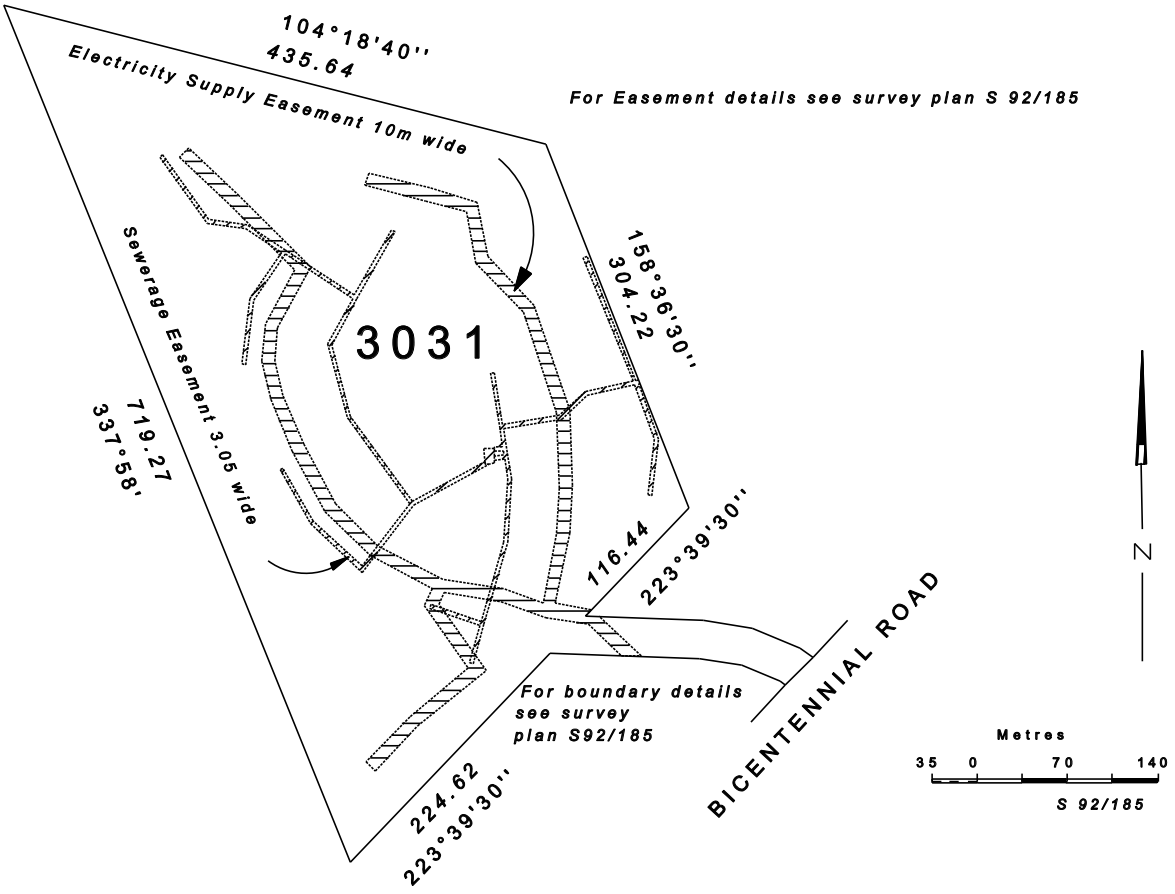
7. The Lessee will ensure that all building plans have the necessary approvals prior to commencement of building.

Variation to conditions:

LTO Instrument no. 648952 registered on 2nd July, 2007. Conditions varied - Delete Condition 2.

Date Registered: 02/07/2007 **Volume** 715 **Folio** 199

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 03031 Town of Katherine plan(s) S92/185

(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 715 199 (order 1)

Tenure Type
CROWN LEASE IN PERPETUITY 2093

Tenure Status
Current

Area Under Title
18 hectares 4300 square metres

Owners
Kalano Community Association Inc.
PO Box 646, Katherine NT 0851

Easements
Electricity supply Easement to Power and Water Authority
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
CUFT 644 282 (order 1)
CUFT 633 959 (order 1)
CUFT 482 172 (order 1)
Visit the website http://www.nt.gov.au/justice/bdm/land_title_office/

Custodian - Surveyor General (+61 8 8995 5362)

Address
65 BICENTENNIAL RD, KATHERINE SOUTH

Survey Plan
S 92/185

Survey Status
Approved

Parcel Status
CURRENT

Parcel Area
18 hectares, 4300 square metres

Map Reference
Code 425 Scale 2500 Sheet 29.33
Code 425 Scale 2500 Sheet 30.32
Code 425 Scale 2500 Sheet 30.33

Parent Parcels
(none found)

Parcel Comments
FOR AN ABORIGINAL TOWN CAMP - S92/185/4. TRANSIENT CAMP.

Survey Comments
LOTS 2135 AND 3031, SUBDIVISION OF LOT 2135, TOWN OF KATHERINE.

Proposed Easements
(none found)

Municipality
KATHERINE MUNICIPALITY

Region
KATHERINE

Custodian - Valuer General (+61 8 8943 9193)

Owner's Last Known Address
Kalano Community Assoc Incorp, PO BOX 646, KATHERINE NT 0851

Parcels in Valuation
Lot 03031 Town of Katherine

Unimproved Capital Value
$188,000 on 01/07/2013
$183,000 on 01/07/2010
$122,000 on 01/07/2007
$61,000 on 01/07/2004
$55,000 on 01/07/2001
$55,000 on 01/07/1998
$40,000 on 01/07/1995

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

BBKAT001 - Building Control Area	KATHERINE BUILDING AREA

Building Permits

Application Number:	4 of 4
Description:	SHELTER ON LOT 27, ROAD B
Number of Residental Units:	0
Australian Bureau of Statistics Type:	(none found)
Building Class:	Non-habitable building
Area:	54 square metres
Certification:	Non-habitable building - Full Code - *issued on* 15/03/2004

Application Number:	2 of 4
Description:	2 ROOM DWELLING & ABLUTUINS
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	90 square metres
Certification:	Single Dwelling - Full Code - *issued on* 16/02/2001

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

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

Planning Scheme Zone
CL (Community Living)

Interim Development Control Orders
(none found)

Planning Notes
(none found)

Planning Applications

File Number
PA2002/0850

Type
Variation of Development Permit

Date Received
11/12/2002

Application Purpose
VARIATION TO ENDORSED DRAWING NO ISSUES OR CONCERNS

Application Status
Approved

Other Affected Parcels
(none found)

Instrument Signed
06/12/2002

Instrument Number
DP00/0466A

Instrument Issued
Signed

Instrument Status

File Number
PA2000/0697

Type
Development

Date Received
28/09/2000

Application Purpose
CONSTRUCT 9MX6M COMMUNITY MEETING SHELTER Q100 FLOOD ZONE EXHIB 04/10-18/10/00

Application Status
Approved

Other Affected Parcels
(none found)

Instrument Signed
01/11/2000

Instrument Number
DP00/0466

Instrument Issued
Signed

Instrument Status

File Number
PA1997/1056

Type
Variation of Development Permit

Date Received
25/06/1998

Application Purpose
INSERT NEW CONDITION 2 OF DP98/0016 RMS97/8725

Application Status
Approved

Other Affected Parcels
(none found)

Instrument Signed
26/06/1998

Instrument Number
DP98/0016A

Instrument Issued
Signed

Instrument Status

File Number
PA1997/1056

Type
Development

Date Received
04/11/1997

Application Purpose
DWELLING WITHIN Q100 & ABLUTION BLOCK EXHIB DATES 12/11/97 - 26/11/97 RMS97/8725

Application Status
Approved

Other Affected Parcels
(none found)

Instrument Signed
27/01/1998

Instrument Number
DP98/0016

Instrument Issued
Signed

Instrument Status
Completed

Custodian - Power and Water Corporation (1800 245 092)

Meters on Parcel

Power Water - Electricity	16
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)

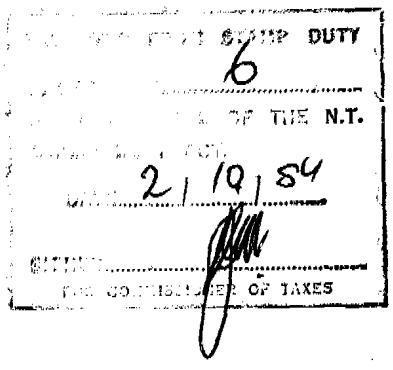
For further information on heritage places contact Heritage Branch or visit the website http://www.dlpe.nt.gov.au/heritage

Other Interests

For Account balances, contact Katherine Town Council

3000
3217
3002
STUART HIGHWAY
N
3018
2135
2357
WARLPIRI TRANSIENT CAMP
3031
574
3043
WARLPIRI TRANSIENT CAMP
WARLPIRI TRANSIENT CAMP
BICENTENNIAL ROAD
2998
3177
2226

Miali Brumby

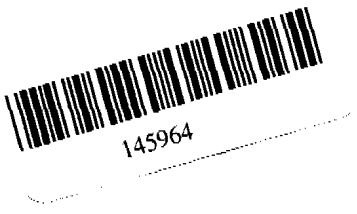


THE NORTHERN TERRITORY OF AUSTRALIA

MEMORANDUM OF GRANT OF ELECTRICITY EASEMENT

The Kalano Community Association Inc. care of the Public Officer 19 Rundle Street Katherine in the Northern Territory of Australia being registered as the proprietor of an estate in Leasehold subject however to such encumbrances liens and interests as are notified by memorandum underwritten or endorsed hereon in ALL THAT piece or parcel of land being Lot 1864 situate in the Town of Katherine in the Northern Territory of Australia being the whole of the land comprised in Special Purpose Lease No. 545 entered in the Register Book of Crown Leases Volume 193 Folio 12.

By virtue of Section 36D of the Crown Lands Act and IN CONSIDERATION of the sum of $1.00 paid to it by the NORTHERN TERRITORY ELECTRICITY COMMISSION of 18-20 Cavenagh Street Darwin N.T. (hereinafter called "the Commission") the receipt of which sum is hereby acknowledged DOES HEREBY GRANT to the Commission a full free and unrestricted right and liberty for the Commission and its agents contractors servants and workmen from time to time and at all times hereafter to break the surface of dig open up and use that portion of the said land above described coloured blue in the plan annexed hereto and more particularly shown on Plan S80/150 deposited at the Lands Title Office Darwin for the purpose of laying down erecting fixing taking up removing repairing relaying or examining electrical works therein and or using and maintaining such electrical works for the distribution of electrical energy and for such purposes DOES HEREBY GRANT to the Commission a full free and unrestricted right and liberty of entry and egress from time to time and at all times hereafter for it and its agents contractors servants and workmen with or without motor vehicles, plant and equipment laden or unladen in through over across and along the said portion of land coloured blue in the said plan and DOES HEREBY ACKNOWLEDGE that all wires and other electrical fittings laid down or fixed now or which hereafter may be laid down or fixed in the said portion of land pursuant to this instrument by the Commission its agents contractors servants or workmen shall remain the property of the Commission.



Viewed at 10:11:49 on 01/11/2016 by 32GPL.

IN WITNESS whereof the Common Seal of
THE KALANO COMMUNITY ASSOCIATION INC.
was hereunto affixed the 4th
day of September 1984.

THE KALANO COMMUNITY ASSOCIATION INC.
COMMON SEAL

In the presence of NOEL M'DONALD _____ _____
(Full name in block letters) (and Signature)
President

ELECTRIC MOTA _____ E MOTA _____
(Full name in block letters) (and Signature)
Treasurer

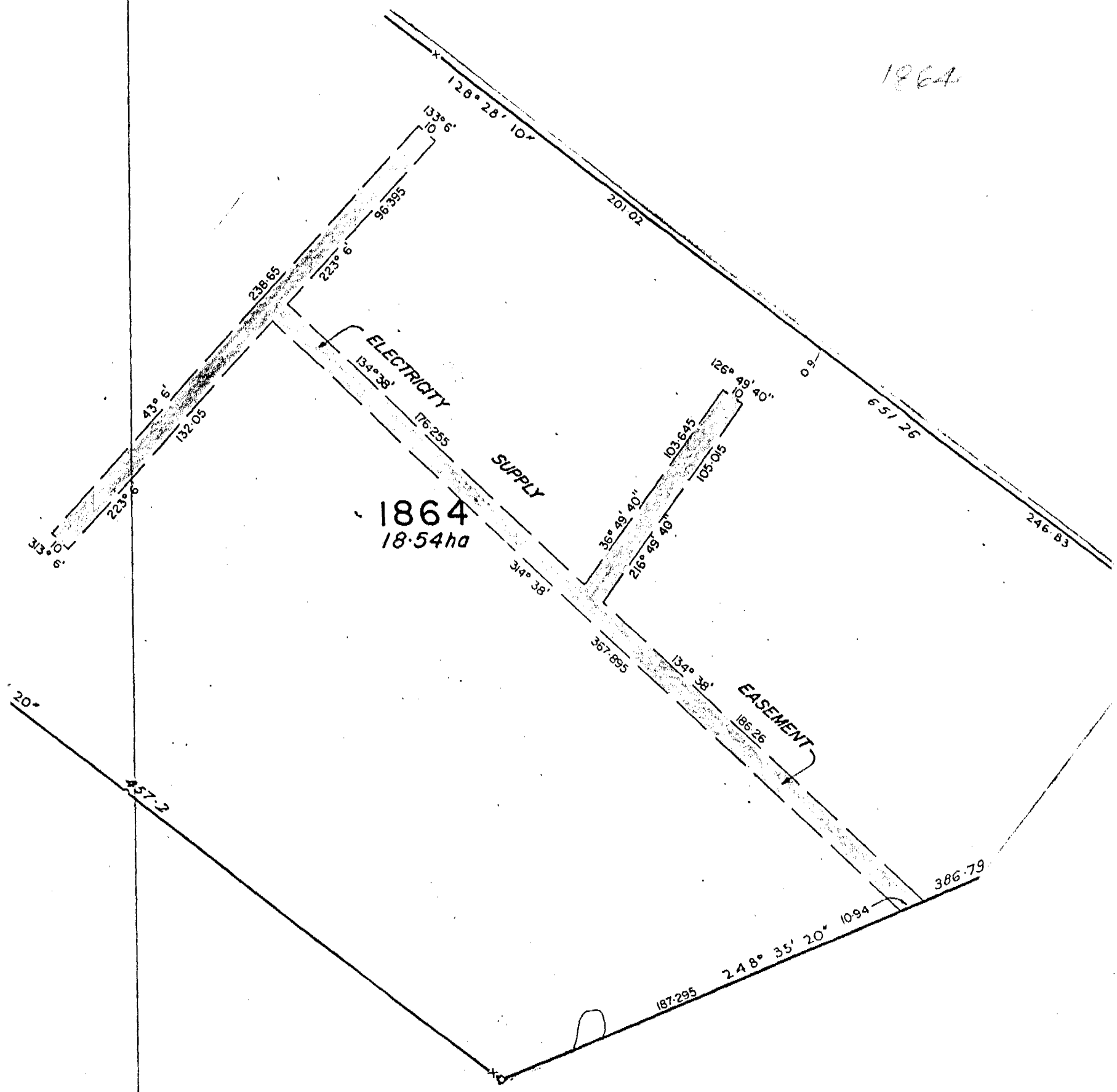
SALLY MUMBIN (Vice President) _____ Sally Mumbin _____
(Full name in block letters) (and Signature)
Committee Member

MEMORANDUM OF ENCUMBRANCES

Any easements, rights, powers or privileges for the purpose of powerline required by the Northern Territory of Australia.

ELECTRICITY EASEMENT OVER LOT 1684
TOWN OF KATHERINE

1864



ELECTRICITY EASEMENT
NOT TO SCALE

PREPARED FROM PLAN S80/150

NO. 145964

MEMORANDUM OF GRANT OF
ELECTRICITY EASEMENT

THE KALANO COMMUNITY
ASSOCIATION INC.

Grantor

-to-

NORTHERN TERRITORY
ELECTRICITY COMMISSION

Grantee

MEMORANDUM: A memorial of
the within Instrument
No 145964 was entered
in the Register Book of
Volume 193 Folio 12
the 8TH day of OCTOBER
1984 at 12.45 o'clock in
the AFTER noon

.....
Deputy Registrar-General

CORRECT FOR THE PURPOSE OF
THE REAL PROPERTY ACT

PRACTITIONER OF THE SUPREME
COURT OF THE NORTHERN
TERRITORY OF AUSTRALIA

MEMORANDUM OF GRANT OF
ELECTRICITY EASEMENT

NORTHERN TERRITORY
ELECTRICITY COMMISSION
18-20 Cavenagh Street,
DARWIN. N.T. 5794

REF: WMC.
Telephone: 827111

LODGED AT REGISTRAR-GENERAL'S
OFFICE DARWIN
ON 2/10/84 AT 2.10 A.M.
BY NTEC P.M.
FEE 8.20 RECEIPT 617

25 OCT 1999

NORTHERN TERRITORY OF AUSTRALIA

MEMORANDUM OF GRANT OF SEWERAGE EASEMENT

The Kalano Community Association Incorporated formerly of Care of Public Officer 19 Rundle Street Katherine and now Kalano Farm Katherine in the Northern Territory of Australia ("the Registered Proprietor") being registered as the proprietor of an estate in freehold subject however to such encumbrances liens and interests as are notified by memorandum underwritten or endorse hereon in ALL THAT piece or parcel of land being Lot No. 1864 situate in the Town of Katherine in the Northern Territory of Australia being the whole of the land comprised in Certificate of Title entered in the Register Book of

Volume 193 Folio 12

("the land") by virtue of Section 36D of the Crown Lands Act and IN CONSIDERATION of the sum of ($)1.00 paid to the Registered Proprietor by the POWER AND WATER AUTHORITY ("the Authority") of 4th Floor Centrepoint Building 48-50 the Mall Darwin N.T. The receipt of which sum is hereby acknowledged DO HEREBY GRANT to the Authority a full free and unrestricted right and liberty for the Authority and its agents servants and workmen from time to time and at all times hereafter to break the surface of dig open up and use that portion of the said land above described coloured blue in the plan annexed hereto ("the Easement") for the purpose of laying down fixing taking up repairing relaying or examining pipes therein and of using and maintaining such pipes for the disposal of sewerage and for such purposes DO HEREBY GRANT to the Authority a full free and unrestricted right and liberty of entry egress and regress from time to time and at all times hereafter for it and its agents servants and workmen with or without motor vehicles laden or unladen in through over across and along the Easement and DO HEREBY ACKNOWLEDGED that -

(a) all pipes and fittings laid down or fixed now or which hereafter may be laid down or fixed in the Easement pursuant to this instrument by the Authority its agents servants or workmen shall remain the property of the Authority;

225023

(b) where the Power and Water Authority ("the Authority") under the Water Supply and Sewerage Act ("the Act") gives written approval under the Act or under other similar such legislative provision to the construction of a building or out-building over or in close proximity to a sewer or a drain on the land the Registered Proprietor of the land acknowledged that the Registered Proprietor is under a duty to pay to the Authority the costs of the Authority

(i) for any damage that any occur to property of the Authority because of or as a consequence of the said construction or any other construction;

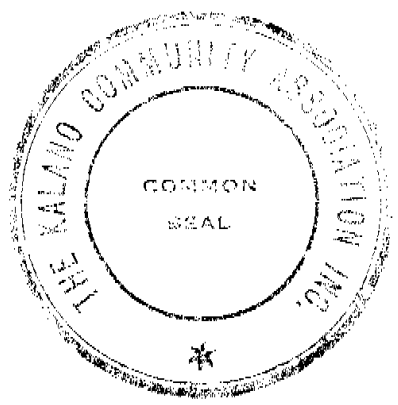
(ii) where the costs to the Authority of installing or repairing sewerage works on he land are increased because there is a construction on the land;

(c) where the Authority gives its consent as referred to in paragraph (b) the Authority is not liable to the Registered Proprietor in respect of any damage that may occur to any construction of the Registered Proprietor that is on the Easement notwithstanding that that construction was built pursuant to a consent given under Section 59 of the Act where the damage occurs whilst the Authority is exercising the rights given to it by this Grant of Sewerage Easement; and

(d) that the provisions of paragraphs (b) and (c) in addition to the application stated therein apply to trees and any other vegetation ("the trees") that are growing on the Easement as if those trees were constructions nothwithstanding that consent is not given by the Engineer to the growing of the trees

IN WITNESS WHEREOF the Common Seal of THE KALANO COMMUNITY ASSOCIATION INCORPORATED was hereunto affixed the 18TH day of OCTOBER 1989.

GIVEN UNDER THE COMMON SEAL of)
THE KALANO COMMUNITY ASSOCIATION)
INCORPORATED by authority of a)
resolution of the Board of)
Directors in the presence of:)



KATHY WINSLEY
Executive Director

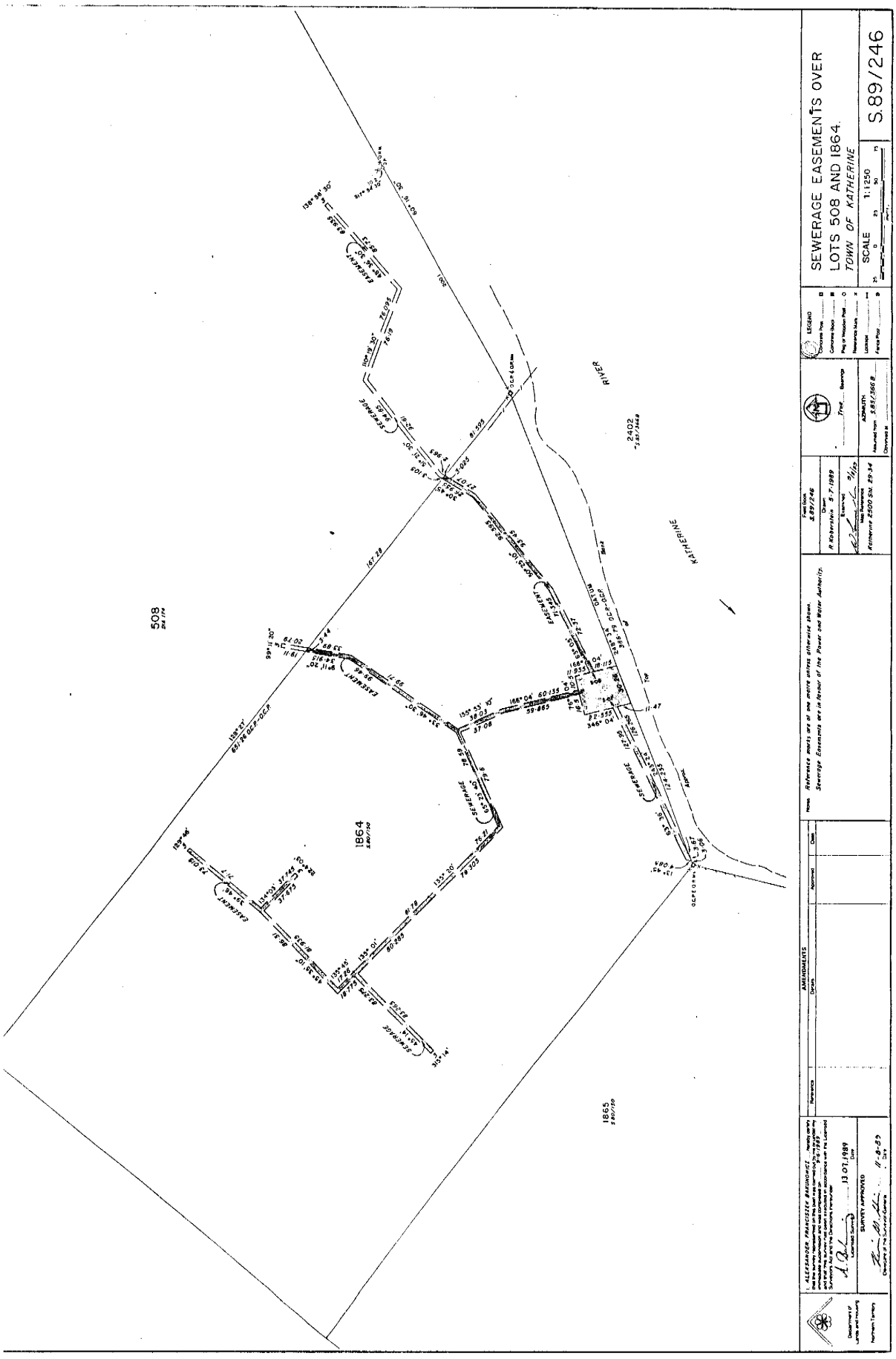
OLIVER RAYMOND
PRESIDENT

HORACE BROWN
EXECUTIVE MEMBER

MEMORANDUM OF ENCUMBRANCE

Electricity easement granted to the Northern Territory Electricity Commission.

Any easements, rights, powers or privileges for the purpose of powerline required by the Northern Territory of Australia.


SEWERAGE EASEMENTS OVER
LOTS 508 AND 1864
TOWN OF KATHERINE
S.89/246
SCALE 1:1250
LEGEND
AMENDMENTS
Reference marks are at one metre unless otherwise shown.
Sewerage Easements are in favour of the Power and Water Authority.
RIVER
KATHERINE
508
1864
1865
2402

NO. 225023

MEMORANDUM OF GRANT OF
SEWERAGE EASEMENT

THE KALANO COMMUNITY
ASSOCIATION INCORPORATED

Grantor

-to-

POWER AND WATER AUTHORITY

Grantee

CORRECT FOR THE PURPOSE OF
THE REAL PROPERTY ACT

PRACTITIONER OF THE SUPREME
COURT OF THE NORTHERN
TERRITORY OF AUSTRALIA

Lodged at Registrar-General's Office
Date 20-11-89 Time 14:53:57
Fees 33 Receipt 8942
Lodging Party to Complete
Lodged by Power
Requisition to Power
Duplicate to

MEMORANDUM OF GRANT OF
SEWERAGE EASEMENT

MEMORANDUM: A memorial of the within Instrument No. 225023 was entered in the Register Book of Volume 193 Folio 12 the 24th. day of November 1989 at 12.30 o'clock in the afternoon.

NORTHERN TERRITORY OF AUSTRALIA
REGISTRAR GENERAL

.....

DEPUTY REGISTRAR-GENERAL

Power and Water Authority
4th Floor
Centrepoint Building
48-50 The Mall
DARWIN NT 0801.

Ref:
Telephone: 827111

Viewed at 10:11:08 on 01/11/2016 by 32GPL.

Dealing 225023

DEALING LODGEMENT FORM 01

LAND TITLES OFFICE
Nichols Place
G.P.O. Box 3021
DARWIN, N.T. 0801

Greatorex Building
ALICE SPRINGS
N.T. 0870

(A) Name and Address of Lodging Party

PAWA

No.	(B) Description of Instrument or Document	Registered Number	Fee
1	Removal Caveat Caveat - Lot 1864 : Tatherina	225023	33
		LTOLODGE 33.00	
		SUBTL	33.00
		CASH	33.00
		ITEM	1
		Cheque No. 20-11-89 #111111 SUB - TOTAL	8942 14:57TM
		Cash..... CERTIFIED MAIL	
		Other..... **TOTAL**	33

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 V 193 F 12

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:

PAWA

68/3886

Government Printer of the Northern Territory

CUCL/193/012%

REGISTER BOOK

Volume 193 Folio 12

Registrar-General

NORTHERN TERRITORY OF AUSTRALIA

SPECIAL PURPOSES LEASE No. 545

The Minister for Lands and Housing in the name of the Territory, and in pursuance of the Special Purposes Leases Act hereby grants to THE KALANO COMMUNITY ASSOCIATION INC. care of the Public Officer 19 Rundle Street Katherine 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 eighteen and fifty four hundredths hectares or thereabouts and being Lot 1864 Town of Katherine 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 twenty first day of May one thousand nine hundred and eighty one.

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 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 Regulations under the said Act for the time being in force.

5. That the lessee will by the first day of June, 1983 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 at a cost not less than one hundred and fifty thousand dollars and in accordance with plans and specifications previously approved by the Minister in writing and will complete the erection of the said improvements at a cost of not less than the said sum and in accordance with any Act, Regulation or Ordinance by the first day of June, 1986 or within such further time as may be approved in writing by the Minister and will thereafter maintain and repair and keep in repair all buildings and erections on the said land at a cost not less than the said sum all to the satisfaction of the Minister.

6. All development to be in accordance with any planning instrument under the Planning Act affecting the land.

SIGNED SEALED and DELIVERED by NOEL JOHN LESLIE WOOTEN ~~PAUL KINGSTON WHARAM~~ the Delegate of the Minister

SEAL

In the presence of - L. Thomson.

IN WITNESS whereof the Common Seal of THE KALANO COMMUNITY ASSOCIATION INC. was hereunto affixed the Four day of July ,1982

THE KALANO COMMUNITY ASSOCIATION INC. COMMON SEAL

In the presence of GEORGE JOSEPH KRUGER
(Full name in block letters)
PRESIDENT
(and Signature)

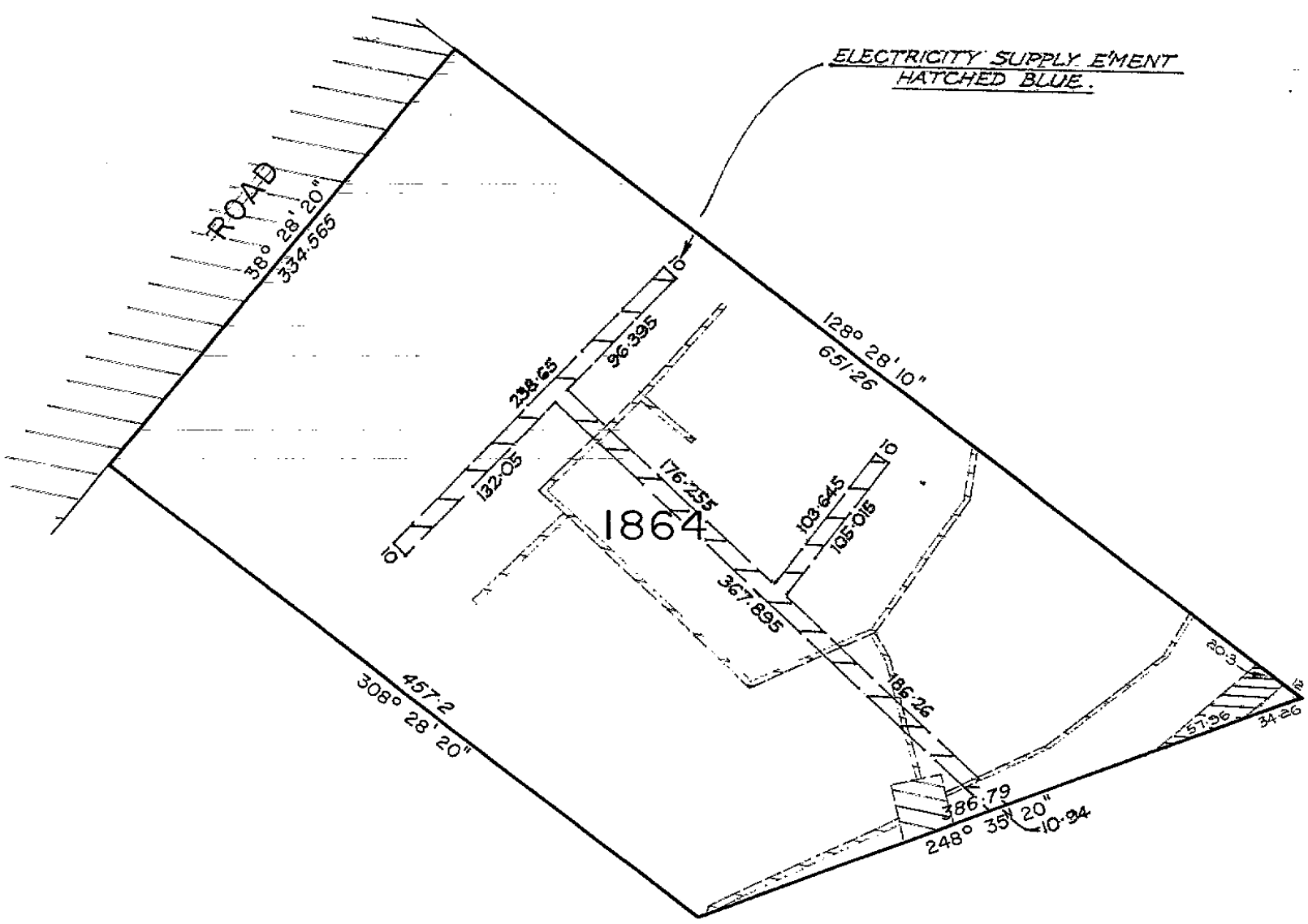
NORMAN EDWARD ROSAS
(Full name in block letters)
TREASURER
(and Signature)

JOHN LEONARD AHKIT
(Full name of block letters)
COMMITTEE MEMBER
(and Signature)

PLAN REFERRED TO

CUCL/193/012%

Road closed vide N.T. Gov. Gaz. N°G28, 13th July 1988



Sewerage Easement hatched red added vide L.T.O. Inst. N° 225023 (For Survey details refer plan S89/246)

Scale — 1:4000

S.80/150 Exd cfc

ENCUMBRANCES REFERRED TO:
As to the land hatched blue on the said plan; any easements, rights, powers or privileges for the purpose of powerline required by the Northern Territory of Australia.

I certify that this Lease is correct for execution.

Surveyor-General, N.T.

6572/82
1847/84
9835/89

ABBREVIATIONS

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

WMC

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
	E	145964	2.10.84	2.10pm	Electricity easement granted to the Northern Territory Electricity Commission					
	E	225023	20.11.89	14.53.53	Sewerage Easement granted to the Power and Water Authority					

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

16892.802

Page 4 of 4.

Title CUCL 193/012

Viewed at 10:11:32 on 01/11/2016 by 32GPL.

Date Registered: 26/07/1982 **Volume** 193 **Folio** 012
Duplicate Certificate as to Title issued? Yes

SEARCH CERTIFICATE

SPECIAL PURPOSES LEASE 00545

Lot 1864 Town of Katherine from plan(s) S 80/150
Area under title is 18 hectares 5400 square metres

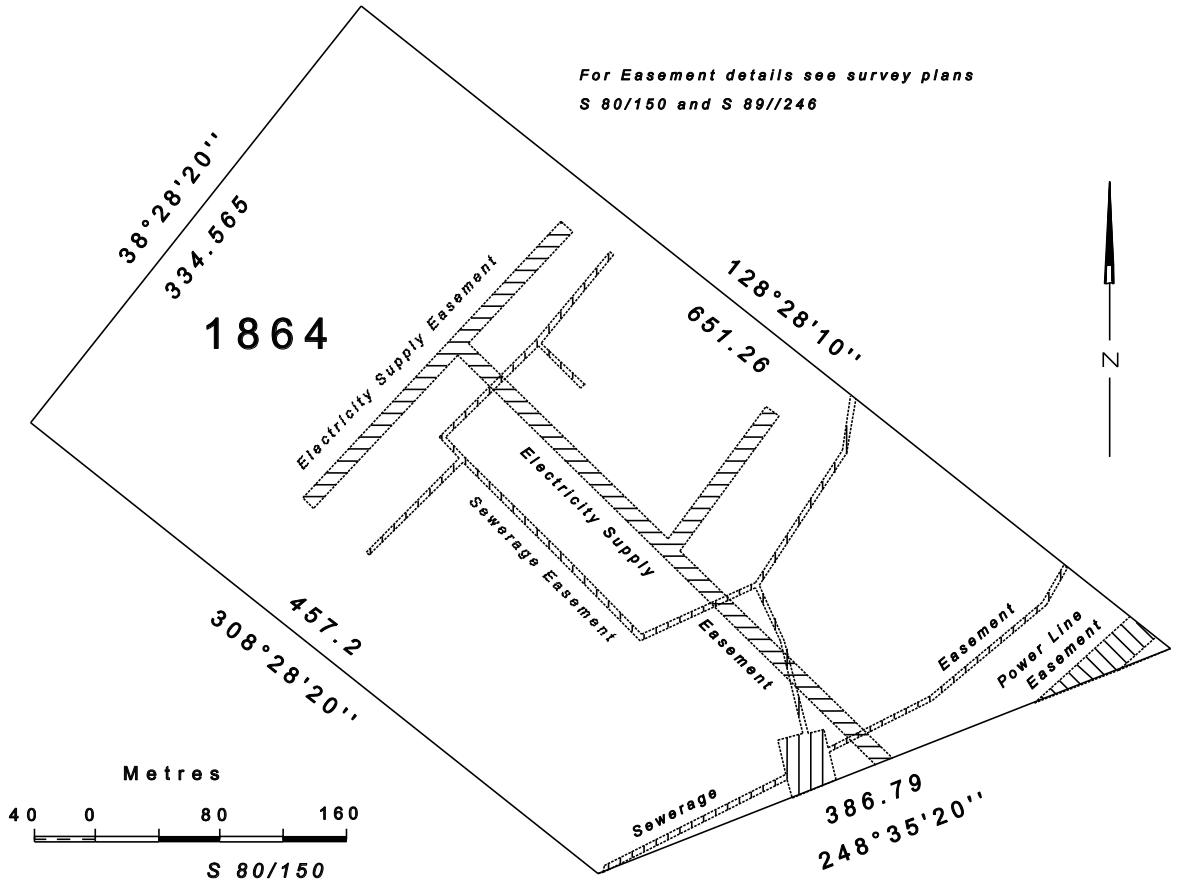
Owner:
The Kalano Community Association Inc
of C/- Public Officer, 19 Rundle Street, Katherine NT 0850

Easements:
Power line Easement to Northern Territory of Australia

Registered Date	Dealing Number	Description
24/11/1989	225023	Sewerage easement to Power and Water Authority
08/10/1984	145964	Electricity supply easement to Power and Water Authority

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: Lot 01864 Town of Katherine plan(s) S 80/150

(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
CUCL 193 012 (order 1)

Tenure Type
SPECIAL PURPOSES LEASE 545

Tenure Status
Current

Area Under Title
18 hectares 5400 square metres

Owners
The Kalano Community Association Inc
C/- Public Officer, 19 Rundle Street, Katherine NT 0850

Easements
Power line Easement to Northern Territory of Australia

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
EMUNGALAN

Survey Plan
S 80/150

Survey Status
Approved

Parcel Status
CURRENT

Parcel Area
18 hectares, 5400 square metres

Map Reference
Code 425 Scale 2500 Sheet 29.34

Parent Parcels
(none found)

Parcel Comments
SUBDIVISION OF PART LOT 505 S80/150. 'MIALI-BRUMBY COMMUNITY'. ORDER TO CLOSE ADJOINING ROAD THROUGH LOT 1865 NTG G41 OF 17/10/84. PROPOSAL TO CLOSE ADJOINING ROAD AND POSSIBLE ADDITION OF THE CLOSED ROAD TO LOT 1864 S88/157. ORDER TO CLOSE ADJOINING ROAD NTG G28 15/07/1988. SEWER EMENT SURVEY S89/246.

Survey Comments
(none found)

Proposed Easements
(none found)

Municipality
KATHERINE MUNICIPALITY

Region
KATHERINE

Custodian - Valuer General (+61 8 8943 9193)

Owner's Last Known Address
Kalano Community Assoc Incorp, PO BOX 646, KATHERINE NT 0851

Parcels in Valuation
Lot 01864 Town of Katherine

Unimproved Capital Value

$250,000 on 01/07/2013
$225,000 on 01/07/2010
$180,000 on 01/07/2007
$90,000 on 01/07/2004
$75,000 on 01/07/2001
$75,000 on 01/07/1998
$65,000 on 01/07/1995
$50,000 on 01/07/1992
$50,000 on 01/01/1990
$58,000 on 01/01/1987
$45,000 on 01/01/1984
$23,000 on 01/01/1981

Valuation Improvements

19/10/1988 House
30/12/1986 Land
12/09/1983 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

BBKAT001 - Building Control Area	KATHERINE BUILDING AREA

Building Permits

Application Number:	23 of 23
Description:	Carport & Shed
Number of Residental Units:	
Australian Bureau of Statistics Type:	(none found)
Building Class:	Non-habitable building
Area:	89 square metres
Certification:	Non-habitable building - Tier 2 Builders Declaration - *issued on* 12/07/2011

Application Number:	22 of 23
Description:	proposed gazebo
Number of Residental Units:	1
Australian Bureau of Statistics Type:	(none found)
Building Class:	Non-habitable building
Area:	36 square metres
Certification:	Non-habitable building - Tier 2 Builders Declaration - *issued on* 28/01/2010

Application Number:	21 of 23
Description:	2x Dwellings
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	150 square metres
Certification:	Single Dwelling - Full Code - *issued on* 24/10/2005

Application Number:	20 of 23
Description:	3 x Houses on lots 9, 19 & 20
Number of Residental Units:	3
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	(none found)
Certification:	Single Dwelling - Full Code - *issued on* 02/08/2005

Application Number:	19 of 23
Description:	3 x New Houses, Lots 29, 28, & 22
Number of Residental Units:	3
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	(none found)
Certification:	Single Dwelling - Full Code - *issued on* 22/04/2004

Application Number:	18 of 23

Description:	REPAIRS TO AGED CARE UNITS
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Residential (other than 1 or 2)
Area:	8 square metres
Certification:	Residential (other than 1 or 2) - Full Code - *issued on* 07/03/2002

Application Number:	17 of 23
Description:	RENOVATE 3 HOUSES
Number of Residental Units:	3
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	0 square metres
Certification:	Single Dwelling - Full Code - *issued on* 28/08/2003

Application Number:	16 of 23
Description:	THREE HOUSES
Number of Residental Units:	3
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	0 square metres
Certification:	Single Dwelling - Full Code - *issued on* 11/02/2003

Application Number:	15 of 23
Description:	03 HOUSES
Number of Residental Units:	3
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	0 square metres
Certification:	Single Dwelling - Full Code - *issued on* 25/10/1999

Application Number:	14 of 23
Description:	ACCOMMODATION FOR AGED
Number of Residental Units:	0
Australian Bureau of Statistics Type:	(none found)
Building Class:	Residential (other than 1 or 2)
Area:	467 square metres
Certification:	Residential (other than 1 or 2) - Full Code - *issued on* 12/05/1994

Application Number:	11 of 23
Description:	HOUSE
Number of Residental Units:	0
Australian Bureau of Statistics Type:	(none found)
Building Class:	House
Area:	244 square metres
Certification:	House - Full Code - *issued on* 12/01/1993

Application Number:	3 of 23
Description:	UNITS
Number of Residental Units:	6
Australian Bureau of Statistics Type:	(none found)
Building Class:	Flat(s)
Area:	78 square metres
Certification:	Flat(s) - *issued on* 14/01/1986

Application Number:	2 of 23
Description:	FARM SHED
Number of Residental Units:	0
Australian Bureau of Statistics Type:	(none found)
Building Class:	Out building
Area:	131 square metres
Certification:	Out building - Full Code - *issued on* 08/03/1985

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
PA2004/0330

Type
Development

Date Received
21/05/2004

Application Purpose
2 DWELLINGS WITHIN THE 1% AEP FLOOD AFFECTED AREA

Application Status
Approved

Other Affected Parcels
(none found)

Instrument Signed
19/07/2004

Instrument Number
DP04/0195

Instrument Issued
Signed

Instrument Status
Completed

File Number
PA2001/0647

Type
Compliance Check

Date Received
24/11/2003

Application Purpose
Proposed awning at existing Mechanics workshop within 1% AEP flood affected area.

Application Status
Approved

Other Affected Parcels
(none found)

Instrument Signed

Instrument Number

Instrument Issued
Not Complete

Instrument Status
Completed

File Number
PA2003/0691

Type
Development

Date Received
07/10/2003

Application Purpose
3 x detached dwellings within 1% AEP flood affected area

Application Status
Approved

Other Affected Parcels
(none found)

Instrument Signed
10/11/2003

Instrument Number
DP03/0282

Instrument Issued
Signed

Instrument Status
Completed

File Number
PA2003/0525

Type
Development

Date Received
18/08/2003

Application Purpose
3 x detached dwellings within 1% AEP flood affected area

Application Status
Approved

Other Affected Parcels
(none found)

Instrument Signed
21/09/2003

Instrument Number
DP03/0212

Instrument Issued
Signed

Instrument Status

File Number
PA2001/0331

Type
Development

Date Received
31/05/2001

Application Purpose
RENOVATE 3X DETACHED DWELLINGS WITHIN 1% AEP FLOOD AREA EXHIB 06/06-20/06/2001

Application Status
Approved

Other Affected Parcels
(none found)

Instrument Signed
05/10/2001

Instrument Number
DP01/0387

Instrument Issued
Signed

Instrument Status

File Number
PA1999/1439

Type
Development

Date Received
29/09/1999

Application Purpose
3 DETACHED DWELLINGS WITHIN Q100 FLOOD ZONE EXHIB DATES: 6/10/99-20/10/99

Application Status
Approved

Other Affected Parcels
(none found)

Instrument Signed
05/11/1999

Instrument Number
DP99/0511

Instrument Issued
Signed

Instrument Status
Completed

File Number
PA1998/1269

Type
Development

Date Received
11/11/1998

Application Purpose
3 DETACHED DWELLINGS WITHIN Q100 FLOOD ZONE EXHIB DATES: 18/11/98 - 02/12/98 RMS: 98/8578

Application Status
Approved

Other Affected Parcels
(none found)

Instrument Signed
23/12/1998

Instrument Number
DP98/0642

Instrument Issued
Signed

Instrument Status
Completed

File Number
PA1993/0552

Type
Development

Date Received
24/09/1993

Application Purpose
AGED CARE CENTRE

Application Status
Approved

Other Affected Parcels
(none found)

Instrument Signed
02/11/1993

Instrument Number
DV5110

Instrument Issued
Signed

Instrument Status

File Number
PA1992/0336

Type
Development

Date Received
29/07/1992

Application Purpose
VARIOUS BUILDINGS-SEE COMMENTS A RESOURCE CENTRE AND MEDICAL CENTRE THIS PROPOSAL IS CROSS REFERENCED TO PROPOSAL NO.9 BOTH PROPOSALS ARE ON THE SAME FILE PA92/0336.

Application Status
Approved

Other Affected Parcels
Lot 00508 Town of Katherine

Instrument Signed
04/09/1992

Instrument Number
DV4649

Instrument Issued
Signed

Instrument Status

File Number
PA1992/0336

Type
Development

Date Received
29/07/1992

Application Purpose
VARIOUS USES - SEE COMMENTS NURSERY, EDUCATIONAL ESTABLISHMENT, OFFICE, CARPARK AND OUTDOOR ENTERTAINMENT CENTRE THIS PROPOSAL IS CROSS REFERENCED TO PROPOSAL NO.8 BOTH PROPOSALS ARE ON THE SAME FILE PA92/336.

Application Status
Approved

Other Affected Parcels
Lot 00508 Town of Katherine

Instrument Signed
04/09/1992

Instrument Number
DV4649

Instrument Issued
Signed

Instrument Status

File Number
PA1992/0168

Type
Development

Date Received
30/04/1992

Application Purpose
ADDITIONAL STORAGE ROOMS

Application Status
Approved

Other Affected Parcels
(none found)

Instrument Signed
15/05/1992

Instrument Number
DV4534

Instrument Issued
Signed

Instrument Status

File Number
PA1992/0147

Type
Development

Date Received
10/04/1992

Application Purpose
CARETAKERS RESIDENCE

Application Status
Approved

Other Affected Parcels
(none found)

Instrument Signed
15/05/1992

Instrument Number
DV4535

Instrument Issued
Signed

Instrument Status

File Number
PA1991/0595

Type
Development

Date Received
07/11/1991

Application Purpose
TOWN CAMP

Application Status
Approved

Other Affected Parcels
(none found)

Instrument Signed
12/12/1991

Instrument Number
DV4385

Instrument Issued
Signed

Instrument Status

File Number
PA1989/0722

Type
Development

Date Received
03/11/1989

Application Purpose
ABLUTION FACILITIES *ROSS TONKIN & ASSOCIATES HANDLING THIS APPLICATION*

Application Status
Approved

Other Affected Parcels
(none found)

Instrument Signed
30/04/1990

Instrument Number
DV3677

Instrument Issued
Signed

Instrument Status
Completed

File Number
PA1989/0690

Type
Development

Date Received
18/10/1989

Application Purpose
12 HOUSES & 8 UNITS *ROSS TONKIN & ASSOCIATES HANDLING THIS APPLICATION* 1. 12 DETACHED DWELLINGS 2. 4 X 4 BEDROOM SINGLE PERSONS UNITS 3. 4 X 1 BEDROOM AGED PERSONS UNITS AND A CARETAKER'S UNIT

Application Status
Approved

Other Affected Parcels
(none found)

Instrument Signed
30/04/1990

Instrument Number
DV3714

Instrument Issued
Signed

Instrument Status
Completed

File Number
PA1989/0212

Type
Development

Date Received
19/04/1989

Application Purpose
UPGRADING EXISTING DWELLINGS

Application Status
Approved

Other Affected Parcels
(none found)

Instrument Signed
06/10/1989

Instrument Number
DV3485

Instrument Issued
Signed

Instrument Status
Completed

File Number
PA1981/0061

Type
Development

Date Received
15/06/1982

Application Purpose
TWENTY FOUR ATTACHED DWELLINGS

Application Status
Approved

Other Affected Parcels
Lot 00505 Town of Katherine

Instrument Signed
05/07/1982

Instrument Number
DV0658

Instrument Issued
Signed

Instrument Status
Expired

Custodian - Power and Water Corporation (1800 245 092)

Meters on Parcel

Power Water - Electricity	2
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 Katherine Town Council

N
2997
508
MIALI BRUMBY
1864
MIALI BRUMBY
MIALI BRUMBY
1865
STUART HIGHWAY
2402
3019
464
465

Mara

FORM 18

STAMPED TO COVER
~~Monthly/Yearly/Term~~
Section 116
$1—
EXPIRES ON 1/7/2019
RENTAL NOT APPROVED

L | S No. 324289 NORTHERN TERRITORY OF AUSTRALIA

LODGED AT THE REGISTRAR-GENERAL'S OFFICE
ON 25/1/95 AT 14:19:44
BY ..... CORRECTION TO .....
FEE ..... RECEIPT 9957
DUPLICATE TITLE TO .....
DUPLICATE LEASE TO .....

Commissioner of Taxes use only
NT STAMP DUTY 25/07/24
4862 01843000 1 SE GUDY $0.50

324289

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. (NOTES 1-2)

Register	Volume	Folio	Location	Parcel	Plan	Unit
	76	77	Borroloola	~~See Schedule A~~ NTP 2087		

(NOTE 3)

SUSAN GILMOUR SOLICITOR OF THE N.T. 19.7.94

OWNER — Name only: Narwinbi Aboriginal Land Trust (NOTE 4)

TENANT — Name: Rrumburriya Malandari Council Aboriginal Corporation
Address for the service of notices: PMB 159 BORROLOOLA NT 0854 (NOTE 5)

TERM OF LEASE

COMMENCING:	EXPIRING:	RIGHT OF RENEWAL:
on date of registration	25 years after registration	Yes

(NOTE 6)

CONSENTS (NOTE 7)

The Common seal of NARWINBI ABORIGINAL LAND TRUST was hereunto affixed this 9 day June 1994 a duly authorised member of the staff of the Northern Land Council pursuant to sub-section4(4) of the Aboriginal Land Rights (Northern Territory) Act 1976 upon written authority of the NARWINBI ABORIGINAL LAND TRUST in the presence of:

R Sarwonga
.....

Common Seal The Narwinbi Aboriginal Land Trust

27-1-95 10:28
Registered on At

The Common Seal of Rrumburriya Malandari Aboriginal Corporation was hereunto affixed this 10 day of MARCH 1994 by the authority of a resolution of the Committee of the Association in the presence of:

Keith [illegible]
.....
ROY HAMMER
.....
.....

(NOTES 8 & 10)

The Common Seal of Rrumburriya Malandari Aboriginal Council

(NOTES 9 & 10)

Correct for the purposes of the Real Property Act

LTO:LS

39 SOLICITOR OF THE SUPREME COURT OF THE NORTHERN TERRITORY OF AUSTRALIA.

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
NLC, 9 Rowling St
CASUARINA

No.	(B) Description of Instrument or Document	Registered Number	Fee
1.	Lease x 2 (Narwinkoi and Krumburrinja Council)	Cod 1	
	Vol 96 Fol 77	324289 22	

LTO LODG 130,00
DEV LEVY 5,00

	SUBTL	135,00
Cheque No.	SUB - TOTAL	135,00
Cash.....	CERTIFIED MAIL CHECK	135,00
	CHANGE	0,00
Other.....	**TOTAL**	

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.

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:

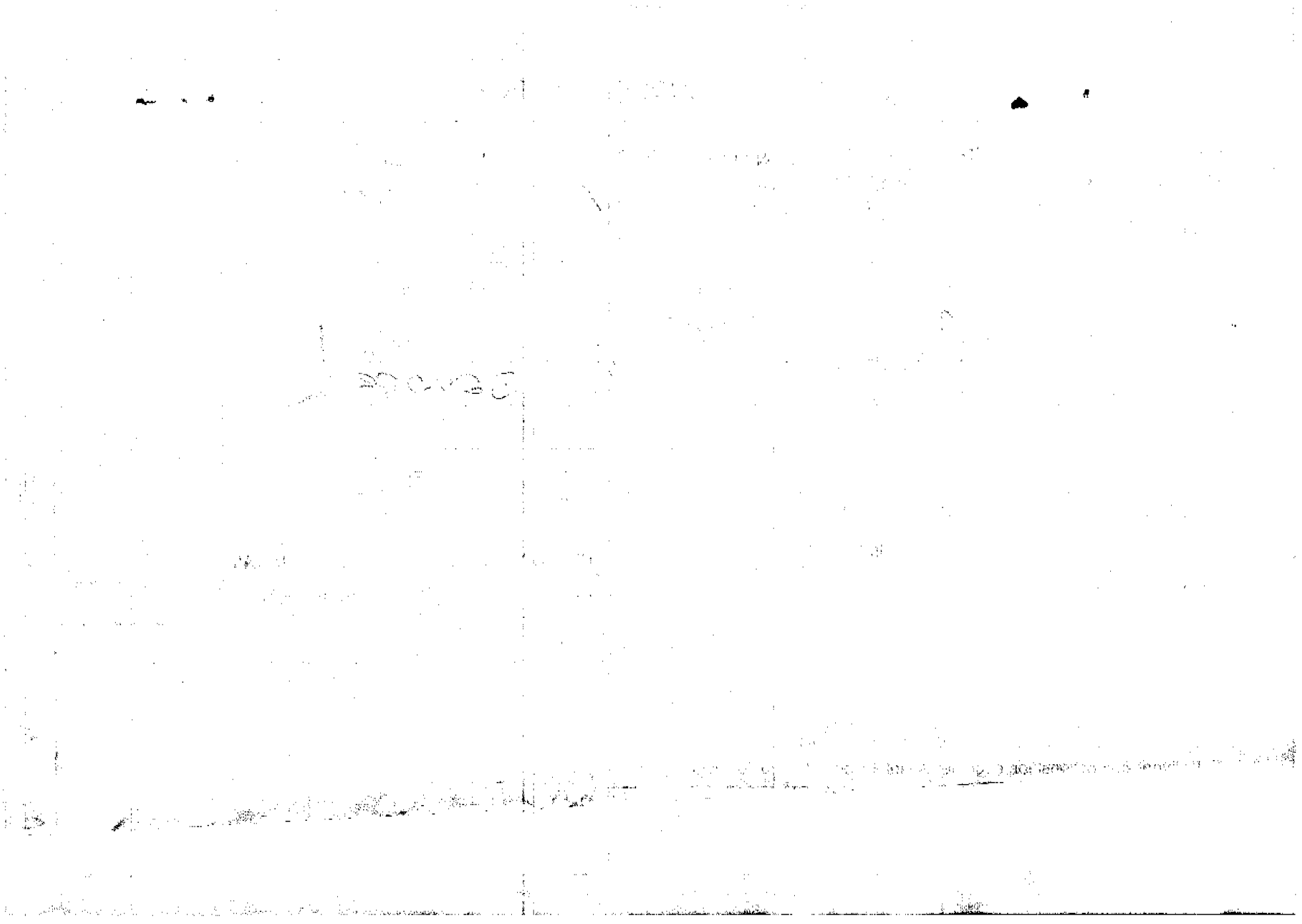
RHONDA - 205128

Casuarina

ITEM 2
CODE 25-01-95 #111111 1CL 9957 13:50TM
CODE 11 =
CODE 9 =
666/95

Mick Polgetis

Government Printer of the Northern Territory 36-33



Northern Land Council

9 Rowling Street, Casuarina N.T. 0810
Telephone Enquiries: (089) 20 5100
Facsimile Phone: (089) 45 2633

P.O. Box 42921,
Casuarina N.T. 0811
Address all Correspondence to:
THE CHAIRMAN

IN REPLY PLEASE QUOTE:

19 January 1995

Our Ref: 94-94:LO3

The Registrar-General
Land Titles Office
Nichols Place
Cavenagh Street
DARWIN NT 0800

Dear Sir/Madam

LEASE BY NARWINBI ABORIGINAL LAND TRUST TO RRUMBURRIYA MALANDARI COUNCIL ABORIGINAL CORPORATION

I refer to the above-mentioned lease and enclose(*) the same herewith in duplicate for registration purposes.

You will note that the commencement date appearing on the attached Form 18 provides that the lease shall commence "on the date of registration". I hereby request and authorise that you register the lease upon your receipt of the same.

Yours faithfully

Paul Hayes
Solicitor

Encl(*)

LMF.94-94

KATHERINE
P.O. BOX 396
KATHERINE N.T. 0851
PH: (089) 72 2894
(089) 72 2904
FACSIMILE: (089) 72 2190

JABIRU
P.O. BOX 18
JABIRU N.T. 0886
PH: (089) 79 2410
FACSIMILE:
(089) 79 2650

TENNANT CREEK
P.O. BOX 55
TENNANT CREEK N.T. 0861
PH: (089) 62 2904
FACSIMILE:
(089) 62 2084

NHULUNBUY
P.O. BOX 820
NHULUNBUY N.T. 0881
PH: (089) 87 2602
(089) 87 2888
FACSIMILE: (089) 87 1334

COVENANTS

DEFINITIONS AND INTERPRETATION

1.1 In this Lease the following terms shall have the following meanings unless the context otherwise requires:

"Authorised Officer" means any person authorised by the Director of the Northern Land Council from time to time to act on behalf of the Northern Land Council and the Narwinbi Aboriginal Land Trust as the Authorised Officer. The Authorised Officer will be Harry Con Foo, until further notice;

"Authority" includes a local, Territory or Commonwealth government, any statutory authority, instrumentality or body having jurisdiction over the Premises or any part of them or anything in relation to them;

"Claim " includes any claim, demand, remedy, suit, injury, damage, loss, cost, liability, action, proceeding, right of action, claim for compensation and claim for abatement of rent obligation;

"Commencement date" means the date in the box entitled 'Commencing:' on the Front sheet hereto and if there is no such date it means the date on which the Seal of the Lessor was affixed to this Lease;

"Cost" includes any cost, charge, expense, outgoing, payment or other expenditure of any nature whatever, including where appropriate all Rates and all reasonable and proper legal fees;

"Default Rate" means the rate which is two per cent (2%) per annum above the highest overdraft rate charged as at the due date for payment of relevant moneys by Westpac Banking Corporation for commercial loans in excess of one hundred thousand dollars ($100,000.00). A Notice by any Manager of Westpac Banking Corporation shall in the absence of manifest error be conclusive evidence of such rate;

"Expiry date" means the date shown in the box entitled 'Expiring' on the Front sheet hereto;

"Front sheet" means the Form 18 under the Real Property Regulations at the front of this Lease;

"Land Rights Act" means the Aboriginal Land Rights (Northern Territory) Act 1976 as

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amended;

"Law" includes any requirement of any statute, rule, regulation, proclamation ordinance or by-law, present or future, and whether Territory, federal or otherwise;

"Lease" means this Lease as amended from time to time;

"Lease Year" means each calendar year at the commencement of which the Lease is current, has been extended or under which the Lessee remains in possession of the Premises;

"Lessor" means and includes the person shown on the Front sheet as Owner and the successors and assigns of the Owner and persons claiming through or under them;

"the Lessee" means the person named on the Front sheet as Tenant and includes in the case of a:

(a) corporation the Tenant, its successors and permitted assigns and its licensees, invitees servants or agents;

(b) natural person, the Tenant, his executors, successors and permitted assigns and his licensees;

"Northern Land Council" includes the Northern Land Council, the Chairman of the Northern Land Council, the Director of the Northern Land Council or its or their nominees;

"Notice" means any notice in writing, any statement in writing, any written material and any other written communication;

"Premises " means the land referred to in the Front sheet and identified in Schedule A hereto;

"Requirement" means includes any requirement, notice, order, direction, recommendation, stipulation or similar notification received from or given by any Authority or pursuant to any Law, whether in writing or otherwise, and notwithstanding to whom such Requirement is addressed or directed;

"the Territory" means the Northern Territory of Australia.

1.2 Unless the context otherwise requires; the singular shall include the plural and vice versa

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and reference to one gender shall include the others. References to Clauses or Schedules are to Clauses of or Schedules to this Lease.

1.3 Any covenant or agreement on the part of two or more persons shall bind them jointly and severally.

1.4 References to statutes, regulations, ordinances, or by-laws includes all statutes, regulations, ordinances or by-laws amending, consolidating or replacing them.

1.5 Every obligation undertaken by any of the Parties or arising from this Lease shall:

(a) notwithstanding the form or context of the wording, be deemed to be and be construed as a covenant by the Party undertaking such obligation; and

(b) unless the context otherwise requires be construed as continuing throughout the Term and any holding over period and thereafter so far as the obligation remains to be observed or performed.

1.6 All provisions of this Lease shall so far as possible be construed so as not to be invalid, illegal or unenforceable in any respect, but if any provision on its true interpretation is illegal, invalid or unenforceable, that provision shall so far as possible be read down to such extent as may be necessary to ensure that it is not illegal, invalid or unenforceable and as may be reasonable in all the circumstances so as to give it a valid operation of a partial character. If any such provision or part of it cannot be so read down, such provision or part shall be deemed to be void and severable and the remaining provisions of this Lease shall not in any way be affected or impaired.

1.7 No word, words or provisions of this Lease shall operate to limit or in any way prejudice the effect of any other word, words or provision unless it is expressly provided otherwise.

1.8 Subject to the provisions of any written material entered into and approved by the Lessor and to which the Lessor and the Lessee are parties, the Lessor and the Lessee agree that:

(a) the terms contained in this Lease cover and comprise the whole of the agreement in respect of the Premises between the Lessor and the Lessee;

(b) no further terms, whether in respect of the Premises or otherwise, shall be implied or arise between the Lessor and the Lessee by way of collateral or other agreement made by or on behalf of the Lessor or by or on behalf of the Lessee on or before or after the execution of this Lease, and any implication or collateral or other agreement is excluded and negatived;

1.9 Headings to this Lease have been inserted for guidance only, and shall not form part of the

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context and and shall not limit or govern the construction of this Lease.

1.10 Where a reference is made to any person, body or Authority such reference shall, if the person, body or Authority has ceased to exist, be deemed a reference to the person, body or Authority as then serves substantially the same objects as that person, body or Authority.

1.11 Unless the context otherwise requires, where the lessor has a discretion or its consent or approval is required for anything the Lessor shall, consistent with its rights and obligations as Lessor and as a Land Trust, not unreasonably withhold or delay its decision, consent or approval;

1.12 A reference to "Aboriginal", "traditional Aboriginal owner", "sacred site" and any other words or expressions used or defined in the Land Rights Act shall, unless the context otherwise requires, have the same meaning as given in the Land Rights Act.

1.13 Where anything is permitted in an "emergency" the opinion of the Lessor as to the existence or non-existence of such state of affairs shall be conclusive.

1.14 A reference to "on demand", "of demand" or "upon demand" and any other words of similar import shall, unless the context otherwise requires, mean whichever is the earlier of:

(a) the date on which the Lessor makes formal demand (whether oral or in writing); and

(b) the date on which the moneys ought in the circumstances to have been paid by or on behalf of the Lessee.

1.15 Where the day or last day for doing anything or an which an entitlement is due to arise is a Saturday, Sunday or public holiday in the Territory, the day or last day for the purposes of this Lease shall be the immediately following day that is not a Saturday, Sunday or public holiday.

LESSEE'S COVENANTS

The Lessee hereby covenants with the Lessor that:-

2. Rent

2.1 If demanded the Lessee shall pay to the Northern Land Council on behalf of the Lessor a total rent of $1.00.

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3. **Sewerage and Water Rates and Other Charges**

3.1 The Lessee shall pay the sewerage and water rates charged upon the Premises during the term hereof or any extension thereof.

3.2 The Lessee shall pay and punctually discharge all electricity and garbage removal charges made in relation to the Premises.

3.3 The Lessee shall pay all local municipal or other authorities rates, charges, assessments, impositions and outgoings whether of an existing or novel nature as charged levied or assessed against or payable by the Lessor in respect of the Premises.

3.4 The Lessee shall pay all rates and taxes which may at any time become due in respect of the Premises PROVIDED THAT where no separate rate or tax be issued in respect of the Premises but in respect of land owned by the Lessor then such rates and taxes in respect of the Premises shall be assessed as a proportion based on the area of the Premises in relation to the area of land for which the rate or tax is issued.

4. **Interest**

4.1 The Lessee will pay to the Lessor interest at the Default Rate on any Rent or other moneys due by the Lessee to the Lessor on any account whatever (including all moneys or Costs which are expressed to be payable or reimbursable to the Lessor upon demand) but unpaid for fourteen (14) days pursuant to this Lease.

4.2 Rent or moneys falling due for payment but unpaid as a result of consecutive breaches of the same covenant shall bear interest at the rate applicable to the Rent or other moneys (as appropriate) which were due and unpaid on the breach of the covenant which first occurred.

4.3 Such interest shall:

(a) accrue from day to day;

(b) be capitalised on the last day of each Month;

(c) be payable on the first day of each Month where an amount arose in the preceding Month or Months;

(d) be computed from the due date for payment of the Rent or other moneys (as Appropriate) until payment of such Rent or other moneys in full; and

(e) be recoverable in the same manner as Rent in arrears;

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5. **Purpose**

The Lessee will not without the prior written consent of the Lessor, which consent shall not be unreasonably withheld, use or permit the Premises to be used for any purpose other than the siting, construction and maintenance of buildings to be used as a respite care centre and ancillary facilities including staff accommodation, and for the operation of the respite care centre and the provision of staff accommodation ("the business"). The Lessee, if requested, will at all times give to the Lessor a faithful and true account of the business carried on on the Premises and in any proceedings in relation to the Premises the onus shall be upon the Lessee to prove that the Premises has been used in accordance with this covenant and not otherwise..

6. **Transfers**

6.1 The Lessee will not assign, transfer, sublet, underlease or in any manner part with or dispose of the Premises or any part thereof without the consent in writing of the Lessor first had and obtained but such consent shall not be unreasonably withheld in the case of an assignment to a respectable and financially responsible assignee (the onus of proving which to the satisfaction of the Lessor shall be upon the Lessee) but the Lessor as a condition of giving such consent may require the Lessee to pay all the Lessor's costs in connection with or incidental to the giving of such consent including legal costs and the costs of the conduct of such consultations as may be required by the Land Rights Act and the Lessor may with or incidental to the giving of such consent require from the assignee or lessee a covenant (to be prepared by the Lessor at the expense of the Lessee) which shall bind the proposed assignee or lessee to perform and observe all the Lessee's covenants and agreements hereunder whether express or implied. If the proposed assignee be an incorporated body the Lessor may also require from such of the directors and shareholders of a Company or committee members of an Association as the Lessor thinks fit, a guarantee and indemnity by him or them of the incorporated body's covenants as aforesaid such guarantees and indemnities to be prepared by the Lessor at the expense of the Lessee.

6.2 Where the Lessee is a corporation having shares not listed on a Stock Exchange in Australia, the following circumstances shall constitute an assignment of this Lease:-

(a) Any sale transfer or other disposition whatsoever of the shares in the capital of the Lessee or any issue or allotment of any new shares in the capital of the lessee or the happening of any other matter or event whatsoever the effect of which is to transfer directly or indirectly the effective ownership management and control of the lessee;

(b) If any of the events referred to in the above sub-clause occur to any holding company (as defined in Corporations law) of the Lessee or any ultimate holding company of the

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lessee.

6.3 Where the Lessee is an Association the following circumstances shall constitute an assignment of this Lease:-

(a) Any change in the rules of the Association which has the effect of changing the class of people entitled to apply for membership of the Association;

(b) Any change in the rules of the Association which has the effect of changing the objects of the Association;

6.4 The Lessee will not enter into any partnership or joint venture relating to his enjoyment of the Premises, without the prior written consent of the Lessor.

6.5 The Lessee will comply with Section 19(8) of the Land Rights Act in relation to the transfer, assignment, subletting, parting with possession of, charging or encumbering the Premises or any part thereof.

7. **Maintenance of Property**

7.1 The Lessee will at its own expense keep, repair and maintain the Premises and any improvements erected thereon whether at the commencement or during the course of this lease in a good and tenantable condition and at the termination of the term hereby granted yield up the same to the Lessor in the same good and tenantable condition.

5.2 The Lessee shall keep the Premises in a clean, tidy and sanitary state and of good appearance at all times and maintain and mow any grass and prune any trees on the Premises.

5.3 That the Lessee will cause to be erected and will maintain a fence around the boundary of the Premises.

5.3 If any portion of the Premises is disturbed by the construction by the Lessee of works in, on or over the Premises then the Lessee shall within a reasonable time and before the expiry of the term of this lease take such action as is reasonably required by the Lessor in respect of the refilling and compaction of excavated land, regrassing, soil stabilisation and the planting of trees and shrubs on the said disturbed land.

6. **Compliance with Laws and Requirements**

6.1 The Lessee shall comply with and observe at the Lessee's own cost all Laws and all

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Requirements in relation to or affecting the Premises or the Lessee's activities thereon whether or not any such Laws or Requirements are addressed to or required to be complied with by either or both of the Lessor and the Lessee or by any other Person.

6.2 Where any such Laws or Requirements are notified to or served upon the Lessee the Lessee shall forthwith provide a complete copy of them to the Lessor the Lessee shall make or join with the Lessor in making such objections or representation against or in respect of any such notice as the Lessor may request.

6.3 The Lessee shall upon demand pay to the Lessor all reasonable Costs incurred by the Lessor in complying with any such Laws or Requirements referred to in sub-Clause 6.1 as if such moneys were Rent in arrears.

7. Nuisance

The Lessee shall not carry on nor permit to be carried on upon the Premises or any part thereof any noisome dangerous or offensive trade business or process which may annoy persons in the neighbourhood of the Premises nor commit or allow wilful or negligent acts whereby any improvements effected to the Premises may be damaged or destroyed.

8. Outdoor Advertising

The Lessee shall not cause or permit any advertising or other sign or advertisement or hoarding to be painted or erected or otherwise placed in or on the Land or any part thereof without the prior consent of the Lessor and any consent that may be required from any government department or local authority PROVIDED THAT such consent shall not be unreasonably withheld to the using or exhibiting of any advertisement or sign customary and/or incidental to the Lessee's class of business if such advertisement or sign complies with the by-laws of the local or other authorities and the Lessee will at the expiration or sooner determination of this Lease forthwith remove or clean off any advertising or other sign advertisement or hoarding painted or erected or placed on the Land or any improvements thereto and restore such improvements to the condition of such improvements immediately before such advertisement or sign was erected or set up.

9. Liability and Indemnities

9.1 The Lessee :

(a) acknowledges that all property which may be in the Premises during the continuance of this Lease shall be at the sole risk of the Lessee, and the Lessor shall not be liable

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for any Claim that the Lessee or the Lessee's Employees or any Person claiming through or under the Lessee may incur or make or any which arises from:

(i) any fault in the construction or state of repair of the Premises or any part of them or of any improvements to the Premises; or

(ii) the flow, overflow, leakage, condensation or breakdown of any water, air-conditioning, gas , oil or other sources of energy or fuel, whether from the roof, walls, gutter, downpipes or other parts of the Premises;

or from any cause; and

(b) agrees that the Lessor shall not be responsible for and releases the Lessor from liability in respect of any:

(i) Claim relating to any property of the Lessee or any Person on the Premises or any part of it however occurring; or

(ii) damage or injury to any person or property on the Premises or any land near the Premises;

9.2 Notwithstanding that:

(i) any Claim shall have resulted from anything which the Lessee may be authorised or obliged to do under this Lease; and/or

(ii) at any time any waiver or other indulgence has been given to the Lessee in respect of any obligation of the Lessee under this Clause 9.2

the Lessee shall indemnify and keep indemnified the Lessor from and against all Claims for which the Lessor shall or may be or become liable, whether during or after the Term, in respect of or arising from:

(a) any Claim from any cause whatever to the Premises, to any property or to any Person inside or outside the Premises occasioned or contributed to by any neglect or default of the Lessee or the Lessee's Employees under this Lease;

(b) the negligent or careless use or neglect of the facilities of the Premises by the Lessee or the Lessee's employees or any Person claiming through or under the Lessee or of any trespasser while such trespasser is in the Premises;

(c) overflow or leakage of water (including rain water) or from any source, whether originating inside or outside the Premises or caused or contributed to by any act or omission on the part of the Lessee or the Lessee's Employees or other Person claiming through or under the Lessee;

(d) failure of the Lessee to give Notice to the Lessor of any defect in, to or near the Premises;

(e) any Claim or accidental death from any cause whatever to property or Person caused or contributed to by any act or omission on the part of the Lessee or the Lessee's Employees.

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10. **Costs**

Each party shall pay its own costs of and incidental to the negotiation for, preparation, execution, stamping and registration of this Lease. The Lessee must pay all stamp duty assessed hereon, together with any fees payable on the registration hereof.

11. **Sacred Sites**

11.1 The Lessee and his servants and agents shall at all times respect and observe all due solemnity and deference in respect to Aboriginal Sacred sites and shall regularly consult with appropriate Aboriginal persons concerning his operations for the purpose of satisfying himself as to the location of such sites and as to the appropriate conduct to be adopted according to Aboriginal tradition with respect to those sites. In the conduct of operations the Lessee shall adopt such appropriate conduct and shall take all possible measures including issuing appropriate instructions to ensure all employees, servants and agents contractors of the Licensee also adopt such conduct.

11.2 The Lessee shall take all reasonable action requested by the Lessor or the Director of the Northern Land Council or his nominee to ensure the protection of Sacred sites in or adjoining the land which may in any way be affected by the Lessees activities. Without limiting the generality of the foregoing, such action may include:

(a) the posting of appropriate Notices,

(b) the erection of fences or other barriers, and

(c) closing of any access roads to or impinging upon Sacred sites.

11.3 Where the Lessee, contrary to the provisions of this Lease, enters upon or undertakes any activity which damages a Sacred site of which the Lessee has been advised by the Northern Land Council, or has knowledge or could reasonably be expected to have knowledge and the location of which has been advised to the Lessee or is within knowledge of the Lessee or could reasonably be expected to be within the knowledge of the Lessee, then the Lessee shall:

(a) pay to the Northern Land Council compensation for any anxiety, anguish, distress, injury, affront, trauma, whether spiritual, physical or emotional, caused to any Aboriginal who is a member of a group having common spiritual affiliations to the Sacred site as a result of the entry or damage, and

(b) reimburse the Northern Land Council for the reasonable costs incurred by the Northern Land Council in restoring the Sacred site to such condition it sees fit after first consulting with the traditional Aboriginal owners (if any).

(c) the Northern Land Council shall distribute sums paid to it pursuant to sub-clause

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11.3(a) to or at the direction of the relevant Aboriginals affected by the entry or damage.

12. Reservation of Traditional Rights

12.1 This Lease shall not extinguish such customary Aboriginal title as exists in relation to the Premises immediately before the commencement of this Lease;

12.2 This reservation does not extend to the entry use and occupation of facilities under the care, control and management of the Lessee or to entry, use and occupation of areas used for the accommodation of the Lessee, their families, employees, agents or guests of the Lessee.

13. Capital Improvements

13.1 The Lessee may construct and maintain, from time to time, on the Premises such facilities as are reasonably necessary for the for the purpose of the Lease but such construction shall be in accordance with local building requirements and shall not be commenced until the traditional Aboriginal owners of the Premises and any other communities or groups of Aboriginal people that may be affected by proposed construction have been consulted and have had an adequate opportunity to express their views to the Lessee;

13.2 The Lessee must not, at any time remove from the Premises any improvements constructed on the Premises by the Lessee without the written consent of the Lessor which consent shall not be unreasonably withheld;

13.3 The Lessee shall not cause or contribute to any damage to the Premises in the removal of any improvements. Should the Lessee cause any damage to the Premises in the removal of any improvements the Lessee shall make good any such damage and in any event shall leave the Premises in a clean and tidy state and condition.

13.4 At the expiration or sooner determination of this Lease any improvements erected on the Premises will vest in the Lessor.

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LESSOR'S COVENANTS:

The Lessor agrees with the lessee as follows:-

14. **Quiet Enjoyment**

That the Lessee paying the rent hereby reserved and observing and performing the several covenants on its part and the conditions herein contained shall enjoy the whole of the term hereby granted and quietly enjoy the Premises without any interruption or disturbance by the Lessor or any person claiming under or in trust for the Lessor.

15. **Access**

The Lessee, its employees, servants, members and invitees shall be allowed access to the Premises with or without vehicles at all times.

MUTUAL COVENANTS:

It is agreed and declared by and between the Lessor and the Lessee as follows:-

17. **Monthly Tenancy from Expiration of Term of Lease**

If the Lessor permits the Lessee to continue to occupy the Premises beyond the Expiry date (otherwise than under the grant of a further lease) then:

(a) the Lessee shall do so as a Monthly tenant only at a rental payable Monthly in advance, the first of such payments to be made on the day following the Expiry date, and being an amount equal to one-twelfth of the Rent payable by the Lessee to the Lessor under this Lease as at the Expiry date or as appropriate such earlier date as the Lessor sees fit;

(b) the amount of such Rent for the Monthly tenancy may be changed by the Lessor whenever the Lessor determines it appropriate in its absolute discretion, save that the Lessor will give the Lessee three (3) Month's Notice of any rent to be charged following such a change.

(c) the Monthly tenancy so created shall be determinable at any time by either the Lessor or the Lessee by three (3) Month's Notice given to the other, to expire on any date, but otherwise the tenancy shall continue on the same terms and conditions so far as applicable to a Monthly tenancy as are contained in this Lease.

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18. **Default, Termination**

18.1 IF the Lessee shall fail neglect or omit to perform or observe any covenant agreement condition or restriction on his part to be performed or observed herein contained or implied after 30 days from the date of service of Notice upon the Lessee specifying the act of neglect or omission and the relevant covenant, agreement stipulation, condition or restriction as the case may be OR if the Lessee being a company shall go into voluntary liquidation (except for the purpose of reconstruction) or shall be wound up by an order of the court then it shall be lawful if the Lessee does not voluntarily agree to vacate the Premises for the Lessor or his attorney or duly authorised agent or representative having given the Lessee a three (3) Month's Notice to Quit in accordance with the Tenancy Act 1979 to take proceedings in any court of competent jurisdiction for an Order for the recovery by him of the Premises or for the ejectment of the Lessee and all his property and effects therefrom.

18.2 The recovery of possession of the Premises in accordance with the preceding sub-clause shall not impeach defeat or prejudice any claim or right of action or any other remedy that the Lessor may have for arrears or breach of covenant or agreement on the part of the Lessee before or at the time of recovery of possession of the Premises.

18.3 In the event of the recovery of possession of the Premises in accordance with sub-clause 18.1 hereof the Lessor shall not in any way be liable to the Lessee for any person claiming through or by the Lessee for any damage caused to or loss of the effects ejected or removed from the Premises.

19. **Service of Notices**

19.1 Any Notice served or given by the Lessor under this Lease shall be valid and effectual if signed by the Authorised Officer, the Director of the Northern Land Council or a solicitor employed by the Northern Land Council or any other Person nominated from time to time by the Lessor.

19.2 Any Notice required to be served or which the Lessor may elect to serve on the Lessee shall be sufficiently served if:

(a) served personally or left addressed to the Lessee on the Premises;

(b) sent by facsimile transmission to the Lessee's facsimile machine, Fax No. (089) 758 859;

(c) forwarded by prepaid post to The Public Officer, Rrumburriya Malandari Council Aboriginal Corporation, PMB 159,BORROLOOLA NT 0854;
or the registered address of the Public Officer of the Lessee;

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19.3 Any Notice required to be served on the Lessor shall be sufficiently served if:

(a) left at the Northern Land Council, 9 Rowling Street, CASUARINA NT 0810;

(b) sent by facsimile transmission to the facsimile machine of the Northern Land Council, Fax No. (089) 452 633;

(c) forwarded by prepaid post to the Northern Land Council, PO Box 42921, CASUARINA NT 0810;

All such Notices must be addressed to the Lessor at the address specified in this Lease or at such other address as the Lessor shall from time to time nominate.

19.4 Any Notice sent by:

(a) post shall be deemed to be served on the second business day after it was posted;

(b) facsimile transmission shall be deemed to have been served at the time and on the day that the whole of the Notice has been transmitted from the facsimile machine if the receiving machine does not forthwith indicate any malfunction in the transmission.

20. **Option to Renew Lease**

If the Lessee:

A. wishes to have a lease of the Premises granted to the Lessee for the further term of 25 years to commence immediately after the Expiry date and;

B. the lessee gives the Lessor Notice not less than 6 months and not more than 1 year before the Expiry date and;

C. has during its period of occupation of the Premises duly and punctually paid the rent reserved by this Lease at the times herein appointed for payment and has duly performed and observed all the covenants and agreements by and on the part of the Lessee express or implied in this Lease up to the expiration of the Term except to the extent to which any breach may have been waived or excused by Notice by the Lessor

the Lessor must grant to the Lessee a further lease of the Premises upon the same covenants, conditions and agreements as are contained in this Lease except that:

(a) the term of the further lease shall be 25 years

(b) the Commencement Date of the further lease shall be the day after Expiry Date of this Lease

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(c) the Expiry Date of the further lease shall be the last day of the term of that lease after the Commencement Date of that lease

(d) this Clause 20 shall not be included in the further lease to the intent that the further lease shall expire on the Expiry date of that lease;

LAND COUNCIL DIRECTION TO LAND TRUST TO ENTER LEASE

The Northern Land Council, being satisfied that the requirements contained in sub-section 19(5) of the Aboriginal Land Rights (Northern Territory) Act 1976 have been met, directs the NARWINBI ABORIGINAL LAND TRUST to enter into this Lease.

GIVEN under the Common Seal)
of the NORTHERN LAND COUNCIL) .....
by authority of a resolution) Chairman
of the said Land Council in)
the presence of:) .....
Executive Member

.....
Executive Member

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AUTHORITY TO AFFIX LAND TRUST COMMON SEAL

NARWINBI ABORIGINAL LAND TRUST being a Land Trust established by Notice published in the Commonwealth of Australia Gazette No. S138 on the 21 July 1978 pursuant to Section 4(1) of the Aboriginal Land Rights (Northern Territory) Act 1976("the Lessor") having received a written direction from the Northern Land Council pursuant to the provisions of the Aboriginal Land Rights (Northern Territory) Act 1976, that direction having been given by the Northern Land Council on its being satisfied that:

A. the traditional Aboriginal owners of the land understand the nature and purpose of this lease, and as a group consent to it;

B. that the Aboriginal communities and groups which may be affected by the lease have been consulted and have had adequate opportunity to express their views to the Northern Land Council; and

C. the terms and conditions of this lease are reasonable

hereby authorises a member of the staff of the Northern Land Council to affix the Common Seal of the said Narwinbi Aboriginal Land Trust to the within lease.

.....
Chairman - Narwinbi Aboriginal Land Trust

.....
Member - Narwinbi Aboriginal Land Trust

.....
Member - Narwinbi Aboriginal Land Trust

CONSENT OF THE MINISTER FOR ABORIGINAL AND TORRES STRAIT ISLANDER AFFAIRS

THE CONSENT of the Minister for Aboriginal and Torres Strait Islander Affairs as required under Section 19 of the Aboriginal Land Rights (Northern Territory) Act 1976 is hereby given this 20th day of June 1994 in respect of the within lease.

.....
Minister for Aboriginal and Torres Strait Islander Affairs

94/094

18.

Schedule

The Premises is the shaded area shown on the Locality Diagram which is the following page and is part of this Schedule.

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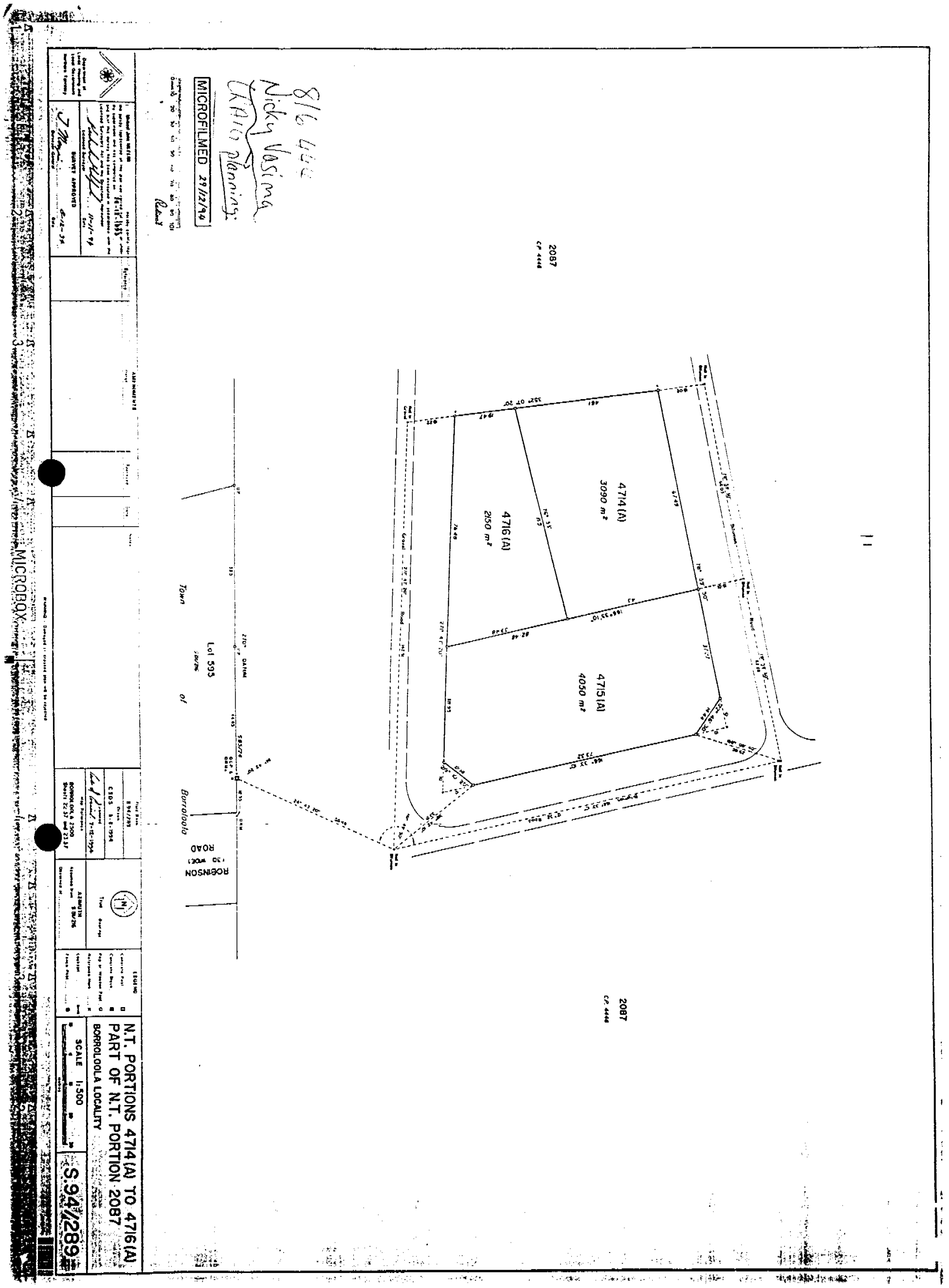
816 4716
Nicky Vasing
Katoo planning
MICROFILMED 29/12/94
Planner
2087
CP 4448
4714 (A)
3090 m²
4716 (A)
2150 m²
4715 (A)
4050 m²
Lot 593
Town of Borroloola
ROBINSON ROAD
(30 WIDE)
Grant
Road
DATUM
BORROLOOLA 2300
Sheets 22,37 and 23,37
N.T. PORTIONS 4714 (A) TO 4716 (A)
PART OF N.T. PORTION 2087
BORROLOOLA LOCALITY
SCALE 1:500
S.94/289
MICROBOX

NORTHERN TERRITORY OF AUSTRALIA

Planning Act

INSTRUMENT OF DETERMINATION

MS0060

I, JOHN RICHARD GRONOW being authorised by an Instrument dated 24 June 1987 made under section 46 of the *Interpretation Act* to exercise the powers and perform the functions conferred or imposed upon the Minister under Part V of the *Planning Act* in the Minister's capacity as consent authority for subdivision in respect of freehold land to which a planning instrument does not apply, in pursuance of section 94(1)(a) and 95 of the *Planning Act*, determine the application by Rrumburriya Malandiri Council Aboriginal Corporation of John Street, Borroloola NT 0854 to subdivide NT Portion 2087, Borroloola Locality for the purpose of creating three lots - leases in excess of twelve years in accordance with the drawing PA94/113 endorsed by me.

Dated this 7 day of April 1994

J R GRONOW
Delegate

NOTES

1. Pursuant to section 101 of the *Planning Act*, consent to this subdivision application lapses at the expiration of 2 years from the date of the consent unless subdivision works have substantially commenced. An extension of time may be granted by the consent authority pursuant to section 102 of the Act.

2. "Works" referred to in this instrument may include the following:

   Provision of roads, stormwater drainage, walkways, footpaths, street signs, street lighting, parking areas, driveways, electricity supply, sewerage, water supply, under-road ducting for telephonic communication in relation to the development area, clearing of the development area and the grading, drainage and filling of all allotments and other areas to ensure their free drainage and avoidance of any ponding or scouring.

Viewed at 14:10:44 on 31/10/2016 by 32GPL.

FORM 18 *Real Property Regulations*

L | S No. 423000 NORTHERN TERRITORY OF AUSTRALIA

LODGED AT THE REGISTRAR-GENERAL'S OFFICE

ON 12/5/99 AT 14:17:40

BY ..... CORRECTION TO .....

FEE $135 RECEIPT 4615

DUPLICATE TITLE TO .....

DUPLICATE LEASE TO .....

Commissioner of Taxes use only

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.

Register	Volume	Folio	Location	Parcel	Plan	Unit
	76	77	Part NTP 2087	4714(A)	4446	

OWNER:

Name only:	NARWINBI ABORIGINAL LAND TRUST

TENANT:

Name :	NORTHERN LAND COUNCIL
Address for the service of notices	PO BOX 42921 CASUARINA NT 0811

TERM OF LEASE:

COMMENCING:	EXPIRING:	RIGHT OF RENEWAL
1 APRIL 1998	31 MARCH 2008	NO

CONSENTS:

Northern Land Council please refer to page 16 of attached Memorandum of Lease

Please refer to page 14 of the attached Memorandum of Lease	Please refer to page 14 of the attached Memorandum of Lease

Registered on 15/5/99 at 12.50

Correct for the purpose of the Property Act

SIGNATURE .....

A LAWYER HOLDING A CURRENT PRACTISING CERTIFICATE

423000

NORTHERN TERRITORY
Assessment 56169/01
Stamp Duty Paid $ 50
Late Lodgement Penalty $
Late Payment Penalty $ -
Initials [illegible] Date 5/3/99

MEMORANDUM OF LEASE
OFFICE PREMISES AT BORROLOOLA
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THE NORTHERN TERRITORY OF AUSTRALIA

MEMORANDUM OF LEASE
OFFICE PREMISES AT BORROLOOLA

This Memorandum of Lease is made the .....12th.....day of February.....1998 9

BETWEEN:

The NARWINBI ABORIGINAL LAND TRUST, an Aboriginal Land Trust established pursuant to sub-section 4(1) of the *Aboriginal Land Rights (Northern Territory) Act 1976* and whose address is care of the Northern Land Council ("the Lessor");

AND

The NORTHERN LAND COUNCIL, an Aboriginal Land Council established pursuant to section 21 of the *Aboriginal Land Rights (Northern Territory) Act 1976* of the Commonwealth, having its principal administrative office at 9 Rowling Street, Casuarina in the Northern Territory of Australia ("the Lessee");

WHEREAS:

A. The Northern Land Council wishes to lease certain Aboriginal land and all buildings, fixtures, fittings and other improvements thereon forming part of Northern Territory administrative parcel 4714(A) situated at Mara Camp, Borroloola for the purpose of an office, staff accommodation and for associated activities in carrying out its statutory functions for the benefit of the Aboriginal people of the Borroloola area;

B. The Northern Land Council has occupied such Aboriginal land since 1993, and has at its own expense constructed thereon an office building, two ablution blocks, staff accommodation, fixtures, fittings and other improvements to a capital value of approximately one hundred and thirty six thousand dollars ($136,000), which improvements will become the property of the Lessor for the benefit of the Relevant Aboriginals upon the expiry or earlier determination of this Lease on the said Premises.

C. The Lessor is an Aboriginal Land Trust established pursuant to sub-section 4(1) of the *Aboriginal Land Rights (Northern Territory) Act 1976* and is the proprietor of an estate in fee simple the proprietor of an estate in fee simple in Northern Territory Portion 2087 being the Aboriginal land described in the Deed of Grant Register Book Volume 76 folio 77 which land includes the Premises which land it holds for the benefit of Aboriginals entitled by Aboriginal tradition to the use or occupation of the Land, whether or not the traditional entitlement is qualified as to place, time, circumstance, purpose or permission.

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D. The Lessor has received the written direction of the Northern Land Council pursuant to sub-sections 19(2)(c) and 19(5) of the Act, those written directions having been given by the Northern Land Council on its being satisfied that:

(i) the traditional Aboriginal owners of the Land understand the nature and purpose of this Lease, and as a group, consent to it;
(ii) that the Aboriginal communities and groups which may be affected by this Lease have been consulted and have had adequate opportunity to express their views to the Land Council; and
(iii) the terms and conditions of this Lease are reasonable; and

E. The traditional Aboriginal owners of the Premises have received independent professional advice from persons who are not employed by the Land Council with regard to the terms and conditions of this Lease.

IT IS ACCORDINGLY AGREED AS FOLLOWS:

1. GRANT OF LEASE

The Lessor hereby grants the Lessee a Lease of the Premises upon the following terms and conditions.

2. COMMENCEMENT AND TERM OF LEASE

The Term of this Lease shall be ten (10) years commencing on the first day of April nineteen hundred and ninety eight (1998) ("the Commencement Date") and expiring on the thirty first day of March two thousand and eight (2008).

3. PURPOSE

The Lessee shall not, without the prior written consent of the Lessor, during the Term of this Lease, use or permit the Premises to be used for any purpose other than for an office, meeting place and residential accommodation and for activities associated with the carrying out of its functions under the *Land Rights Act*.

4. RENT

The rent payable by the Lessee to the Lessor shall be two dollars ($2) per annum, payable in advance on the first day of April each year, if so demanded.

5. OUTGOINGS

The Lessee shall pay all local government rates, charges and taxes (if any) in respect of the Premises and shall pay all charges and expenses for electricity, telephone, water and sewerage incurred in respect of the Premises.

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6. MAINTENANCE AND REPAIRS

(1) The Lessor shall at its own expense keep the Premises and all buildings, structures, improvements and fixtures thereon clean and tidy and in good and safe order and repair and condition, including the structure and exteriors thereof, fair wear and tear excepted and shall comply with any reasonable direction of the Land Council relating thereto.

(2) At all reasonable times and upon reasonable notice (which need not be in writing) the Lessor and /or its agents may enter the Premises and view the state of repair of any building, structure, improvement or fixture thereon and may notify the Lessee of any defects and require the Lessee to remedy such defects within a reasonable time.

(3) At all reasonable times the Lessor and/or its agents may enter the Premises to remedy any defects of which the Lessor has notified the Lessee in accordance with the previous Subclause and which the Lessee has not remedied within the required time and where the Lessor carries out any such remedial works the Lessee shall pay the Lessor on demand the costs incurred by the Lessor in connection with such remedial works.

(4) Nothing in this Lease is intended to imply any duty of the Lessor to repair or maintain any building, structure or improvement upon the Premises and without prejudice to the generality of Clause 24 (Indemnity) the Lessee shall indemnify the Lessor against any claim for damage or personal injury or other claim whatsoever which may arise in connection with the condition or state of the repair of any such buildings, structures, improvements or fixtures or the state of the Premises.

7. INTEREST

In the event that any amount required to be paid by the Lessee pursuant this Lease is not paid by the date such payment is due, interest may, at the option of the Lessor, accrue on such out-standing amount at a rate which is 2% higher that the rate charged by Westpac Banking Corporation on commercial loans in excess of $100,000.00 and such interest:

(a) shall be a debt due by the Lessee to the Lessor;

(b) shall accrue from the due date for payment until payment in full is made; and

(c) shall accrue daily and be capitalised at the end of each calendar month.

8. DEMOUNTABLE BUILDINGS, FIXTURES AND FITTINGS

(1) For the purposes of relocating its staff accommodation, the NLC may remove any Demountable Building or other fixture or fitting from the Premises but shall not remove the office building and the ablutions block serving the office building nor any fixtures serving and associated with such office building and ablutions block.

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(2) The NLC shall, so far as reasonably practicable, make good any damage caused by removal as provided in the previous subclause and shall put the Premises into a safe and hygienic condition but shall not be required to remove any concrete or other permanent structures attached to the Premises.

(3) At the expiry of the Term all Demountable Buildings, other buildings and fixtures on the Premises and any Demountable Buildings which may have been removed from the Premises pursuant to subclause 1 hereof, shall become the absolute property of the Lessor to hold for the benefit of the Relevant Aboriginals.

(4) The Lessee shall, if so requested by the Lessor, reinstate any Demountable Building removed pursuant to subclause 1 hereof, onto the Premises or transport such Demountable Building to an agreed location on Land held by the Lessor within a reasonable distance of the Premises PROVIDED that the Lessee shall not be responsible for providing or connecting any services to any such building on any location save for the Premises.

(5) Lessee's furniture and equipment which is not fixed to the Premises shall at all times remain the property of the Lessee and the Lessee may remove same at the expiry of the Term or earlier upon promptly making good any damage caused by such removal.

9. FURTHER WORKS AND CONSTRUCTION

The Lessee shall not without first obtaining the prior written consent of the Lessor, commence any works, create any new vehicle roads or tracks or otherwise cause Disturbance to Country or build or permit to be built or installed any buildings or structures or make any improvements or alterations to the Premises.

10. RIGHT OVER ADJACENT LAND FOR SEWAGE DISPOSAL

(1) The Lessor hereby grants to the Lessee for the benefit of the Premises:

(a) a right to use any sewage disposal system constructed on the adjacent Land shown marked with a cross on the Plan attached as the Schedule to this Lease and if no such system is constructed by the occupier of such land, then the Lessee is granted the right to construct thereon and use a sewage disposal system of a design approved by the Lessor.

(b) a right of access to such adjacent Land for the purposes of construction, inspection and repair of such sewage disposal system.

(2) The Lessee and the occupier of the adjacent Land shall be responsible for all repairs and maintenance required on the sewage disposal system arising from their respective use or misuse of such system and shall share the cost of repair and maintenance required as a result of fair wear and tear and other causes beyond the control of the Lessee or the occupier of the adjoining premises or either of them.

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11. EXTRACTIVE MINERALS

The Lessor shall not excavate or remove from the Premises any earth, stone, clay, sand or gravel except for the purpose of making agreed alterations or improvements on the Premises and then only with the prior written consent of the Lessor and shall progressively make good any damage so caused to the Premises or adjacent Aboriginal Land.

12. ENVIRONMENT PROTECTION

(1) The Lessee shall not dispose of or permit to be disposed of any garbage, oil, chemical or other substance or thing in the sea or the on the land in such a way as it may leak, wash or be blown or otherwise enter into any watercourse.

(2) The Lessee shall at all times endeavour to overcome and minimise any deleterious effects upon the environment arising from its use of the Premises and shall reasonably rehabilitate all areas affected by the use of the Premises or incidental thereto.

(3) The Lessee shall store and keep all trade refuse and garbage in proper containers and shall dispose of all refuse regularly and hygienically at the Borroloola rubbish dump or such other approved rubbish dump as may be nominated by the Lessor from time to time and shall do so without causing pollution or damage to the surrounding land or watercourse.

(4) The Lessor reserves the right to impose such other conditions as are reasonable for the purposes of environmental protection, including but not limited to preventing the spread of exotic or noxious flora and fauna.

13. NUISANCE

The Lessee shall conduct its operations on the Premises in an orderly and respectable manner and will not do or suffer to be done anything in upon or about the Premises which shall or may be or become an illegal nuisance to the residents of Mara Camp or the owners or occupiers of any adjoining or neighbouring Premises.

14. COMPLIANCE WITH LAWS

The Lessee shall observe all the restrictions as to the use of the Premises imposed by any law for the time being in force in the Northern Territory of Australia.

15. SACRED SITES

The Association agrees that it will not allow any employee, contractor or other person acting under its authority (who is not a traditional Aboriginal owner) to enter or work on any Sacred Site or Ceremony area or to interfere with any Sacred Object unless such entry, work or interference is undertaken at the request of the traditional Aboriginal owners of that Sacred Site.

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16. NATIVE TITLE

The Parties acknowledge that this Lease is not intended to impair or extinguish any customary or native title as may exist in relation to the Premises immediately before the commencement of this Lease.

17. QUIET ENJOYMENT

Upon the Lessee paying the rent and observing and performing its covenants and the conditions of this Lease, the Lessor hereby covenants that the Lessee shall quietly enjoy the Premises without interruption or disturbance by the Lessor, the Lessor or any person claiming under or through the Lessor.

18. ACCESS

The employees, agents, contractors, consultants and invitees of the Lessee shall be permitted reasonable access to the Premises along the main road (Robinson Road) to Borroloola and any other such routes as may be agreed between the Parties from time to time.

19. INDEPENDENT ADVICE

(1) The traditional Aboriginal owners of the Premises may in the event of any alleged breach of this Lease and for the purposes of the Review provided for by Clause 27 (Review) obtain the advice and assistance of independent person who may negotiate on their behalf with the Lessee.

(2) The Lessee shall bear the reasonable costs of advice and negotiations provided it shall have been first consulted by such independent person and the amount of such costs agreed with the Lessee in writing in advance.

20. CONDITION REPORTS

(1) Traditional Aboriginal owners of the Premises may (but not more than once in any twelve (12) month period) commission an independent person to assess the condition and state of repair of the Premises and to report to the Lessee thereon and to negotiate with the Lessee on behalf of the Lessor for the rectification of any defects.

(2) The Lessee shall bear the reasonable costs of such report and negotiations provided it shall have been first consulted by such independent person and the amount of such costs agreed with the Lessee in writing in advance.

21. COSTS

The Lessee shall pay the Lessor's reasonable costs of and incidental to the negotiation, preparation, stamping and registration of this Lease including the cost of survey and planning approvals and associated Statutory Consultations.

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22. PLANNING AND SURVEY

(1) In the event that this Lease constitutes a sub-division for the purposes of the *Planning Act*, the Lessee accepts the obligation to pursue at its own cost all necessary planning applications and for this purpose the Lessee is authorised by the Lessor to make a sub-division application pursuant to the *Planning Act* of the Northern Territory and shall, on behalf of the Lessor comply with such provisions of the *Planning Act* as may pertain to such a sub-division application.

(2) For the purposes of good land management in the Borroloola area, the Lessee shall co-operate with lessees of adjoining premises in procuring and sharing the cost of a formal survey plan showing the boundaries of the Premises.

23. INSURANCE

(1) The Lessee shall take out Insurance and maintain such Insurance throughout the Term of this Lease, the total sum insured being for an amount not less than one million dollars ($1,000,000) and to cover the following risks:

(a) Public Liability;

(b) Workers Compensation;

(c) Buildings, fixtures, fittings and other improvements.

(2) The Lessee shall review the sum insured and conditions of Insurance annually.

(3) The Lessee shall, when reasonably required by an authorised officer of the Lessor, produce the policy, the receipt for the last premium and a certificate of currency in respect of its Insurance.

(4) The Lessee shall pay all premiums and other moneys in respect of its Insurance whenever they become due and payable.

(5) The Lessee shall within a reasonable time of receipt, apply all Insurance monies received in respect of claims for damage or destruction of the Premises to the repair and/or reconstruction of the Premises to as near as practicable their original state and make up any deficiencies in such moneys for such purposes.

(6) The Lessee shall not store or permit the storage of inflammable substances on the Premises nor do or permit any activity which may invalidate its Insurance

24. RELEASE AND INDEMNITY

The Lessee acknowledges that all its property situated upon the Premises is at the sole risk of the Lessee such that the Lessee releases the Lessor from any claims the Lessee may have against the Lessor for any damage or injury to such property and the Lessee shall indemnify and keep indemnified the Lessor from and against all claims,

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demands, summonses, actions, writs, proceedings, judgements, orders, decrees, damages, costs, losses and expenses of any nature whatsoever which the Lessor may suffer or incur in connection with loss of life, personal injury or damage to property arising from and out of any occurrence in or upon the Premises or the use of the Premises or any part thereof by the Lessee or by any of the Lessee's, employees, agents, contractors, consultants or invitees.

25. ASSIGNMENT

(1) The Lessee shall not transfer, Assign, sublet or part with the possession of the Premises, or any part thereof, without the consent in writing of the Lessor.

(2) If the Lessee ceases to exist or if there is a purported Assignment of this Lease in breach of this Clause, then without prejudice to Clause 26 the Lessor shall be entitled to terminate this Lease and issue notice to quit forthwith.

26. DEFAULT AND TERMINATION

(1) The Lessor may terminate this Lease upon the happening of any of the following events:

(a) if default is made by the Lessee in the performance or observance of any covenant or condition of this Lease, and, where such default is capable of remedy such default is not remedied within twenty one (21) days or such other time as the Lessor may allow after taking into account what needs to be done and the time required to remedy the default) after notice in writing specifying such default and requiring the Lessee to remedy the same has been given by the Lessor to the Lessee; or

(b) if the Lessee abandons the Premises;

whereupon the Lessor shall be entitled to terminate this Lease and re-enter the Premises and it shall be lawful if the Lessee does not voluntarily agree to vacate the Premises for the Lessor having given the Lessee a notice to quit in accordance with the *Tenancy Act* of the Northern Territory, to take proceedings in any court of competent jurisdiction for an order for the recovery by it of the Premises or for the ejectment of the Lessee and all its property and effects.

(2) For the purposes of this Lease and section 46(3) of the *Tenancy Act* , the period of Notice to Quit the Premises shall be three months and such notice may be given whether or not the Tenancy has been formally terminated or not.

27. REVIEW

The Lessee shall, if so requested by traditional Aboriginal owners, meet with the Land Council and traditional Aboriginal owners on or as near as practicable to the fifth anniversary of the Commencement Date and enter into discussions as to whether it is

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desirable to vary any terms or conditions of this Lease and if it is so agreed, to vary this Lease accordingly PROVIDED that any variation shall be subject to the prior written approval of the Land Council and shall be in writing and duly executed by the Parties and that unless and until any such variation is executed by the Parties or if such discussions break down, then this Lease shall continue in full force and effect in the form written herein.

28. SURRENDER

The Lessee may at any time during the continuance of this Lease and upon giving three (3) months' written notice to the Lessor, surrender its interest in this Lease PROVIDED that any such surrender shall not affect, defeat or prejudice any claim, action or other remedy that any of the Parties may have for a breach of a covenant or agreement on the part of another Party prior to such surrender nor shall such surrender entitle the Lessee to a refund of any part of any rent, premium paid hereunder or return of any capital investment.

29. NEGOTIATION FOR RENEWAL

(1) If the Lessee wishes to renew this Lease it shall give the Lessor at least six (6) months' written notice of same before the expiry of this Lease.

(2) Upon receiving such a notice, the Land Council shall, with the assistance of the Lessee if required, and within a reasonable time of receiving such notice, conduct Statutory Consultations regarding the possible renewal of this Lease.

30. HOLDING OVER

At the expiry of this Lease, should this Lease not be renewed and in the event that the Lessee shall, with the Lessor's consent express or implied, continue and remain in occupation of the Premises and shall not be in breach of the terms and conditions of this Lease, the Lessee shall hold the Premises as a tenant from year to year on the same terms and conditions (unless repugnant to a tenancy from year to year) contained herein. Such tenancy may be terminated by six (6) months written notice given by either Party to the other, which notice may expire at any time.

31. REPOSSESSION NOT TO PREJUDICE OTHER ACTIONS

The recovery of possession of the Premises in accordance with the preceding Clause (Holding Over) shall not defeat or prejudice any claim or right of action or any other remedy that the Lessor may have for arrears or breach of covenant or agreement on the part of the Lessee before or at the time of recovery of possession of the Premises nor shall the Lessor in any way be liable to the Lessee or any person claiming through or on behalf of the Lessee for any damage caused to or loss of property or effects ejected or removed from the Premises in the course of the recovery of their possession by the Lessor.

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32. NO LIABILITY ON RE-ENTRY

In the event of recovery of possession in accordance with Clause 26 (Default and Termination) of this Lease, the Lessor shall not in any way be liable to the Lessee or any person claiming through or on behalf of the Lessee for any damage caused to or loss of the property or effects ejected or removed from the Premises.

33. NO WAIVER

Should there be any delay or indulgence on the part of Lessor in the exercise of any of its rights, powers or remedies under this Lease, such delay or indulgence shall not be deemed to be a waiver of such rights powers or remedies by the Lessor except where specifically communicated to the Lessee in writing.

34. NOTICES

(1) Any notice demand or other communication to be given or served hereunder upon the Lessee shall without prejudice to any other method of service be duly given or served if sent by prepaid post or courier service to:

The Chief Executive Officer
Northern Land Council
GPO Box 42921
CASUARINA NT 0811

or by facsimile to (08) 89 20 5251

or such other address as may be notified to the Lessor by the Lessee from time to time in writing.

(2) Any notice, demand or other communication to be given or served hereunder on the Lessor shall without prejudice to any other method service be duly given or served if sent by prepaid post or courier service to:

The Narwinbi Aboriginal Land Trust;
c/o The Northern Land Council
GPO Box 42921
CASUARINA NT 0811

or by facsimile to (08) 89 20 5251

or such other address as may be notified to the Lessee by the Lessor from time to time in writing.

(3) A notice sent by post shall be deemed to have been received forty-eight (48) hours after the time of posting. A notice sent by courier service shall be deemed to have been received twenty-four (24) hours after the time of consignment.

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35. INTERPRETATION AND DEFINITIONS

(1) In this Lease:

"Aboriginal" means a person who is a member of the Aboriginal race of Australia;

"Aboriginal tradition" means the body of traditions, observances, customs and beliefs of Aboriginals generally or of a particular community or group of Aboriginals, and includes those traditions, observances, customs or beliefs relating to particular persons, areas, sites, objects or relationships;

"Assignment" includes any change in the constitution of the Lessee which substantially changes the membership of the Lessee or by which it ceases to enjoy a substantial base of Aboriginal community support;

"Clause" and "Subclause" refer to a clause or subclause respectively of this Lease;

"Commencement Date" means the day stated in Clause 2;

"Demountable Buildings" means the two demountable buildings installed on the Premises as staff residential accommodation by the Lessee and the ablution blocks and fixtures and fittings associated with such demountable buildings;

"Insurance" means a policy of insurance, taken out with a reputable insurer in respect of the Premises to cover the risks listed in and to comply with the provisions of Clause 23;

"the Land" means Aboriginal land held by the Narwinbi Aboriginal Land Trust comprising Northern Territory 2087 described in Deed of Grant Register Book Volume 76 Folio 77;

"Land Rights Act" means the *Aboriginal Land Rights (Northern Territory) Act 1976* of the Commonwealth;

"Lessee" means the Northern Land Council in its capacity as lessee of the Premises;

"Lessor" means the Narwinbi Aboriginal Land Trust;

"Land Council" means the Northern Land Council and unless otherwise stated means the Northern Land Council not acting in the capacity of Lessee, but pursuant to its various statutory functions under the *Aboriginal Land Rights (Northern Territory) Act 1976*;

"**this Lease**" means the agreement recorded in this memorandum of lease, its schedule, plan and any attachments and includes any variation thereof which has been duly executed by the Parties;

"Parties" means the parties to this Lease, namely the Lessor and the Lessee;

"Premises" means all that land at Mara Camp, Borroloola, being part of Northern Territory Portion administrative parcel 4714A comprising approximately one thousand six hundred square metres (1,600 m^2) shown shaded in blue on the plan attached as the Schedule to this Lease for identification purposes only, together with all buildings, fixtures, fittings and other improvements thereon;

"Relevant Aboriginals" means the Aboriginals entitled by Aboriginal tradition to the use or occupation of the Land, whether or not the traditional entitlement is qualified as to place, time, circumstance, purpose or permission;

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"Sacred Object" means an object (including Aboriginal remains) of particular significance to Aboriginals in accordance with Aboriginal tradition;

"Sacred Site" means a site or area of land (whether under water or otherwise) or of water that is sacred to Aboriginals or is otherwise of significance according to Aboriginal tradition, and includes any land or water that, under a law of the Commonwealth or the Northern Territory, is registered or declared as being sacred to Aboriginals or of significance according to Aboriginal tradition;

"Statutory Consultations" means consultations to be conducted by the Northern Land Council pursuant to the *Aboriginal Land Rights (Northern Territory) Act 1976 ;*

"Term" includes the initial term of years hereby granted and any extension or renewal of such term and any period of holding over;

"traditional Aboriginal owners" in relation to land, means a local descent group of Aboriginals who have common spiritual affiliations to a site on the land, being affiliations that place the group under a primary spiritual responsibility for that site and for the land and are entitled by Aboriginal tradition to forage as of right over the land;

(2) Where, in relation to this Lease and in its statutory capacity pursuant to the *Land Rights Act* (and not in its capacity as Lessee), the Land Council or the Lessor is to take any action or decision or give any direction or permission, the Land Council (or the Lessor, acting upon the direction of the Land Council) shall, to the extent reasonably practicable, do so if it is satisfied that:

(a) the traditional Aboriginal owners of the Land understand the nature and purpose of such action decision, direction or permission and as a group consent to it; and

(b) any Aboriginal community or group which may be affected by the proposed action decision, direction or permission has been consulted and has had an adequate opportunity to express its view to the Land Council; and

(c) only if such action, direction, decision or permission is reasonable; and

(d) where a matter involves a major conflict between the interests of the Land Council and the interests of the traditional Aboriginal owners, the Land Council shall arrange for the traditional Aboriginal owners to have advice on such matter from relevantly qualified persons who are not employed by the Land Council.

(3) Subject to the previous Subclause, any permission, consent or approval to be given by the Land Council or the Lessor may be withheld or given subject to conditions.

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IN WITNESS TO THIS AGREEMENT THE PARTIES HAVE SET THEIR HANDS AND SEALS HERETO THE DAY AND THE YEAR FIRST BEFORE WRITTEN:

The Common Seal of the)
NARWINBI ABORIGINAL)
LAND TRUST was hereunto affixed by a)
member staff of the Northern Land Council)
with the written authority of the Chairman)
and two members of the said Land Trust)
in the presence of:)

Narwinbi Aboriginal Land Trust
The
Common Seal
Of

.....
Witness

The Common Seal of the)
NORTHERN LAND COUNCIL)
(as Lessee) was hereunto affixed by)
authority of the Chief Executive Officer/a)
resolution of the Executive of the said)
Land Council in the presence of)

NORTHERN LAND COUNCIL
The
Common Seal

.....

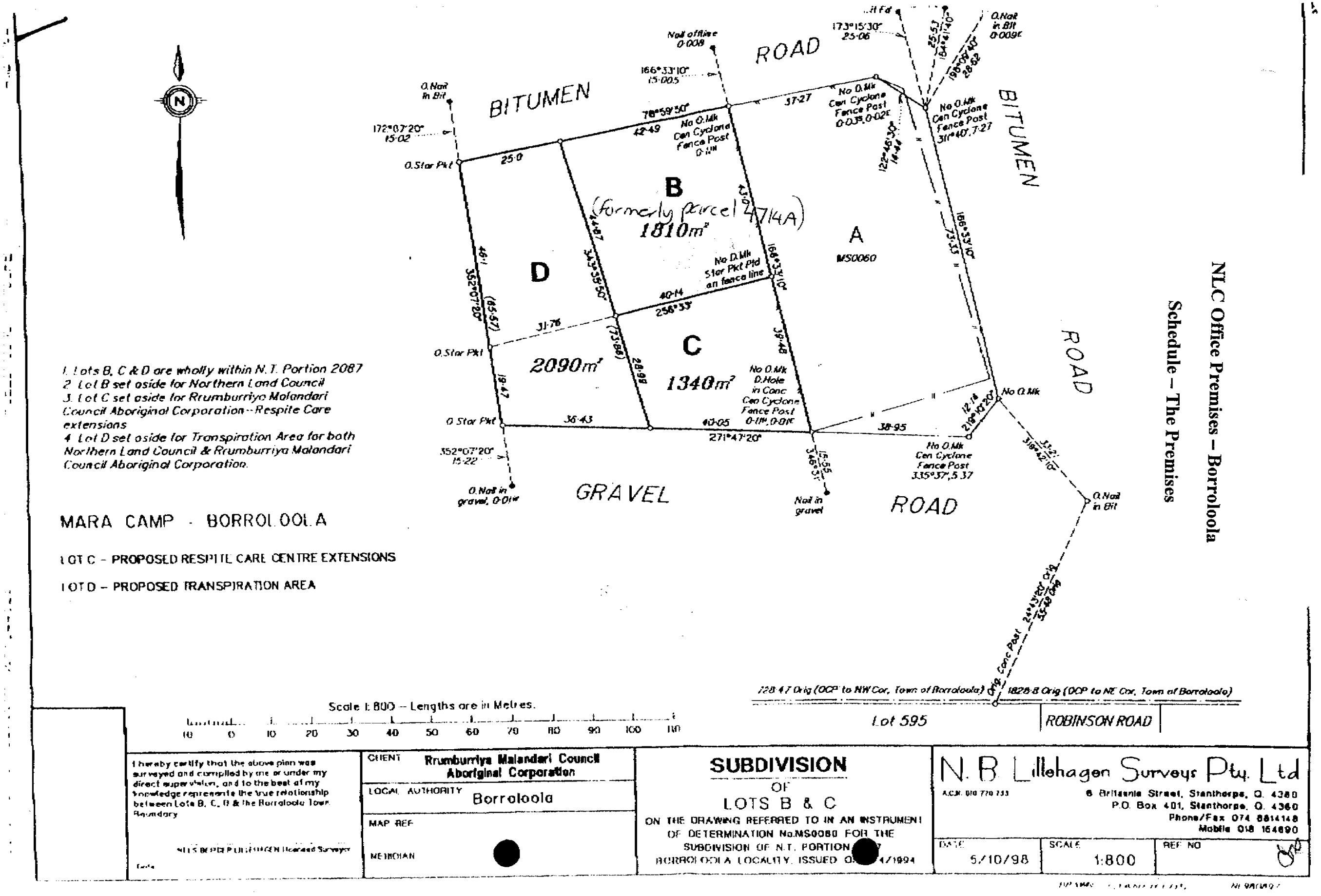
.....

Viewed at 14:10:25 on 31/10/2016 by 32GPL.

Dealing 423000

NLC Office Premises – Borroloola

Schedule – The Premises



1. Lots B, C & D are wholly within N.T. Portion 2087
2. Lot B set aside for Northern Land Council
3. Lot C set aside for Rrumburriya Malandari Council Aboriginal Corporation – Respite Care extensions
4. Lot D set aside for Transpiration Area for both Northern Land Council & Rrumburriya Malandari Council Aboriginal Corporation.

MARA CAMP - BORROLOOLA

LOT C – PROPOSED RESPITE CARE CENTRE EXTENSIONS

LOT D – PROPOSED TRANSPIRATION AREA

Scale 1:800 – Lengths are in Metres.

10 0 10 20 30 40 50 60 70 80 90 100 110

I hereby certify that the above plan was surveyed and compiled by me or under my direct supervision, and to the best of my knowledge represents the true relationship between Lots B, C, D & the Borroloola Town Boundary

NEIL BERNARD LILLEHAGEN Licensed Surveyor

Date

CLIENT Rrumburriya Malandari Council Aboriginal Corporation

LOCAL AUTHORITY Borroloola

MAP REF

MERIDIAN

SUBDIVISION

OF

LOTS B & C

ON THE DRAWING REFERRED TO IN AN INSTRUMENT OF DETERMINATION No.MS0060 FOR THE SUBDIVISION OF N.T. PORTION [redacted] BORROLOOLA LOCALITY. ISSUED [redacted]/1994

N. B Lillehagen Surveys Pty. Ltd
A.C.N. 010 770 733
6 Britannia Street, Stanthorpe, Q. 4380
P.O. Box 401, Stanthorpe, Q. 4380
Phone/Fax 074 8814148
Mobile 018 164690

DATE	SCALE	REF NO
5/10/98	1:800	[redacted]

Viewed at 14:10:25 on 31/10/2016 by 32GPL.

DIRECTION OF THE NORTHERN LAND COUNCIL TO THE NARWINBI ABORIGINAL LAND TRUST TO ENTER THE LEASE

IN WITNESS whereof the COMMON SEAL of the NARWINBI ABORIGINAL LAND TRUST was hereunto affixed upon the Northern Land Council being satisfied of the requirements contained in sub-section 19(5) of the *Aboriginal Land Rights (Northern Territory) Act 1976*. The Northern Land Council directs the NARWINBI ABORIGINAL LAND TRUST to execute this Lease.

GIVEN under the Common Seal of the)
NORTHERN LAND COUNCIL)
as Lessor by authority of Resolution)
number 675/1536)
of the said Land Council)
and in the presence of)
)

.....
Galarrwuy Yunupingu
Chairman

.....
Executive Member

.....
Witness

The NARWINBI ABORIGINAL LAND TRUST hereby authorises a member of the staff of the Northern Land Council to affix the Common Seal of the said Trust to this Lease.

.....Timothy Phuata.....
Chairman

.....annie loan.....
Member

.....FRED RAGGETT.....
Member

being respectively the signatures of the Chairman and members of the NARWINBI ABORIGINAL LAND TRUST.

Viewed at 14:10:25 on 31/10/2016 by 32GPL.

NO. NORTHERN TERRITORY

MEMORANDUM OF LEASE
OFFICE PREMISES - BORROLOOLA

CORRECT FOR THE PURPOSES OF THE REAL PROPERTY ACT

A PRACTITIONER OF THE SUPREME COURT OF THE NORTHERN TERRITORY OF AUSTRALIA

NARWINBI ABORIGINAL LAND TRUST
(Lessor)
and

NORTHERN LAND COUNCIL
(Lessee)

MEMORANDUM

A Memorial of the within instrument No. was entered in the Register Book Volume Folio on the day of 19 at the hour of o'clock in the noon.

DEPUTY REGISTRAR-GENERAL

Brett I. Midena
Solicitor
Northern Land Council
GPO 42921
CASUARINA NT 0811

Telephone: (08) 89 205100
Facsimile: (08) 89 20 5251

Reference: L03 98/0926

Viewed at 14:10:25 on 31/10/2016 by 32GPL.

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

N.L.C.
9 Rowling St CASUARINA

No.	(B) Description of Instrument or Document	Registered Number	Fee
	MEMORANDUM OF LEASE	423000	135.00

LTO ABOVE $ 135.00
LTO BELOW $
SUB $ 135.00
TOTAL $ 135.00
FEE $ 135.00
CHANGE $ 0.00

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.

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:

Annette
89-205208.

Cheque No. ..... SUB - TOTAL

Cash ..... CERTIFIED MAIL

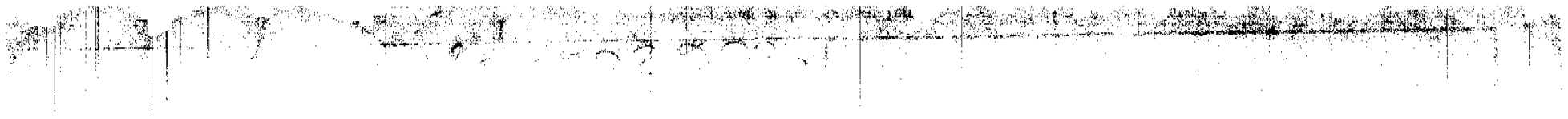
Other ..... 21-05-1999 #1 ROAD **TOTAL** 135.00

CODE 1 =

CODE 11 =

CODE 9 = 1587 4/99.

Dealing 423000



845/14

Form 31 Section 65

Land Title Act
REGISTRAR-GENERAL'S DIRECTIONS

OF AUSTRALIA

DL00848333D

Commissioner of Taxes use only (NOTE 1)

Dealing Number: 848333 Lodged 29/04/2015 at 10:03:55
Dealing Type: LS By CASH
Volume 76 Folio 77 Fee $189.00 Receipt 581873

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	Uni
CUFT	076	077	N.T. Portion	2087	CP 00446	

(NOTE 4)

INTEREST BEING LEASED	The whole of that part of the land hatched in red on the plan appearing in Schedule 3 hereto and known as Lot 3804) on plan S.2006/222A		(NOTE 5)
MARKET RENT UNDER THE LEASE	Commencing rental of $1,800.00 subject to the conditions of this lease	GST Amount $180.00	(NOTE 6)
OTHER CONSIDERATION (Include Nil or Nominal Rent)	Nil Aboriginal	GST Amount Nil	
OWNER	**Narwinbi Land Trust** (ABN 74 173 160 866)		(NOTE 7)
TENANT	Name: **Mabunji Aboriginal Resource Association Incorporated** ABN 50 048 081 897 Address: PO Box 435 BORROLOOLA NT 0854		(NOTE 8)
TENANCY	Not applicable		(NOTE 9)

TERM OF LEASE	Commencing:	Expiring:	Right of Renewal:	(NOTE 10)
	22 April 2015	21 April 2025	No	

CONSENTS: N\C (NOTE 11)

Please see the Annexure Sheet for **Execution by the Owner**

MABUNJI ABORIGINAL RESOURCE ASSOCIATION INC Common Seal

Executed by Mabunji Aboriginal Resource Association Incorporated by duly affixing its common seal in accordance with its constitution in the presence of:

Signature of governing committee member 1

Annie Robert
Full name of governing committee member 1 (block letters) (NOTE 12)

W Coolwell
Signature of governing committee member 2

WILLIAM COOLWELL
Full name of governing committee member 2 (block letters)

On (Date): 1/4/15

Registered on 29-04-15 At 15:05

NORTHERN TERRITORY OF AUSTRALIA REGISTRAR GENERAL

CONSENT OF INTEREST HOLDERS

Instrument type:	Instrument type:
Instrument No:	Instrument No:
Name of Parties:	Name of Parties:
.....	.....
.....	.....
.....	.....
The registered proprietor of the interest shown above consents to the registration of this instrument.	The registered proprietor of the interest shown above consents 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 and the tenant as follows:

☒ The conditions and covenants implied by Sections 117 & 119 *Law of Property Act* shall not apply:

☒ 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.

Form 95

Land Title Act
REGISTRAR-GENERAL'S DIRECTIONS

NORTHERN TERRITORY OF AUSTRALIA

IMPORTANT NOTICE

Please Note Privacy Statement Overleaf

ANNEXURE SHEET

CUT 76/77 NT Portion 2087 CP00446 (Notes 1,2)

Execution by the Owner:
THE COMMON SEAL of **Narwinbi Aboriginal Land Trust is** duly affixed in accordance with Section 4(5) of the *Aboriginal Land Rights (Northern Territory) Act* by the following authorised staff member of the Northern Land Council: (NOTE 3)

Narwinbi Aboriginal Land Trust — The Common Seal Of

Signature of authorised person	Office held	Full name of authorised person (block letters)
	LEGAL SECRETARY	KIM JEFFREY

On (Date) 22 April 2015

Having been hereby duly authorised to do so by the following members of the Narwinbi Aboriginal Land Trust:

Signature	Full Name (Block Letters)
Timothy Lansen	TIMOTHY LANSEN
Signature of Land Trust Member 1	Full Name of Land Trust Member 1 (Block Letters)
[illegible]	Marlene Karkadwo (Timothy)
Signature of Land Trust Member 2	Full Name of Land Trust Member 2 (Block Letters)
Warren Timothy	Warren Timothy
Signature of Land Trust Member 3	Full Name of Land Trust Member 3 (Block Letters)

On (Date) 10 April 2015

SCHEDULE OF NOTES

1. If there is insufficient space to accommodate the required information in a panel on the parent instrument insert the words "See Annexure" and enter all the information on the annexure sheet under the appropriate heading.
2. If the instrument is lodged in duplicate (or triplicate) an annexure sheet must be attached to each. The annexure attached to the original must be typed or completed in ink or biro, that attached to the duplicate (or triplicate) may be a copy of the original. Alterations to information entered on the form should be crossed out (not erased or obliterated by painting over) and initialled by the parties.
3. Multiple annexures may appear on the same annexure sheet but each must be correctly headed.

PRIVACY STATEMENT – LAND REGISTER FORMS

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Viewed at 14:10:52 on 31/10/2016 by 32GPL.

SECTION 19 ALRA LEASE – MABUNJI ABORIGINAL RESOURCE ASSOCIATION – WUNULA CRECHE, BORROLOOLA

SECTION 19 ALRA LEASE - MABUNJI ABORIGINAL RESOURCE ASSOCIATION – WUNULA CRECHE, BORROLOOLA

Narwinbi Land Trust

Land Trust

and

Mabunji Aboriginal Resource Association Incorporated

Lessee

and

Northern Land Council

Land Council

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SECTION 19 ALRA LEASE – MABUNJI ABORIGINAL RESOURCE ASSOCIATION – WUNULA CRECHE, BORROLOOLA

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SECTION 19 ALRA LEASE – MABUNJI ABORIGINAL RESOURCE ASSOCIATION – WUNULA CRECHE, BORROLOOLA

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DATE

This Lease is dated 22 April ~~2014~~ 2015

PARTIES

This Lease is made between and binds the following parties:

1. **Narwinbi Aboriginal Land Trust** c/- Northern Land Council, 45 Mitchell Street, Darwin NT 0800 (**Land Trust**)

2. **Mabunji Aboriginal Resource Association Incorporated** (**Lessee**)

3. **Northern Land Council** of 45 Mitchell Street, Darwin NT 0800 (**Land Council**)

RECITALS

This Lease is made in the following context:

A. The Land is vested in the Land Trust.

B. The Land Trust wishes to grant to the Lessee a lease of the Land for the Permitted Use.

C. Section 19 of the Act permits the Land Trust, in certain circumstances, to grant an estate or interest in land vested in it.

D. The Lessee wishes to accept the grant of a lease of the Land for the Permitted Use.

E. The Land Council has given a direction under subsection 19(4A) of the Act to the Land Trust to grant the Lease.

1. Definitions and Interpretation

1.1. Unless the contrary intention appears, a term in bold type has the meaning shown opposite it:

Aboriginal	has the meaning given in the Act.
Aboriginal land	has the meaning given in the Act.
Aboriginal tradition	has the meaning given in the Act.
Act	means the *Aboriginal Land Rights (Northern Territory) Act 1976* (Cth).
Associate	means employees, servants, agents, contractors, consultants, Related Bodies Corporate of the Lessee and persons exercising rights of the Land with the permission or authority of the Lessee.

Business Day	means a day that is not a Saturday, Sunday or public holiday in the Northern Territory.
Commencement Date	means the date specified in Item 4.
Default Rate	means the rate which is 2% per annum above the highest overdraft rate charged as at the due date for payment by Westpac Banking Corporation for unsecured overdraft facilities in excess of $100,000.
Further Term	means the period specified in Item 14.
Land	means the land described in Item 1 and includes the buildings and other improvements on the land.
Land Council	means the Northern Land Council established under the Act.
Lessee's representative	means the person for the time being performing the duties and functions of the office or person specified in Item 11.
Permit	means a permit under section 4 of the *Aboriginal Land Act (NT)*.
Permitted Use	means the permitted use described in Item 18.
Purpose	means the purpose of specified in Item 17.
Quarter	means each 3 month period during the Term, the first such period commencing on the Commencement Date.
Related Bodies Corporate	has the meaning given to 'related body corporate' in the *Corporations Act 2001* (Cth).
Rent	means the amount specified in Item 6, as adjusted in accordance with this Lease.
Rent Review Notice	means a notice served by the Land Trust in accordance with clause 3.3.a.
Review Date	means each fifth anniversary of the Commencement Date.
Sacred Object	means an object which is sacred or otherwise significant to any traditional Aboriginal owner according to Aboriginal tradition.

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Sacred Site	means an area or site, including land or water, that is sacred or otherwise of significance to any traditional Aboriginal owners according to Aboriginal tradition, including the surrounds of such area or site which cannot be entered, used or otherwise impacted upon without destroying or diminishing the significance of the area or site, whether or not the area or site is registered or declared as being sacred to Aboriginals or of significance according to Aboriginal tradition under a law of the Commonwealth or the Northern Territory.
Term	means the period specified in Item 5 together with the Further Term, if applicable, unless this Lease is earlier terminated.
Township	means the township specified in Item 16.
traditional Aboriginal owners	has the meaning given in the Act.
Waste	means any waste material generated by the Lessee including refuse, garbage, oil, chemicals and all other waste material.

1.2. In this Lease, 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 Lease;

c. words in the singular include the plural and vice versa;

d. words importing one gender includes the other genders; and

e. the terms "Land Trust", "Land Council" and "Lessee" include their respective successors in title.

2. Grant of Lease

2.1. In consideration of the Rent and the Lessee's obligations under this Lease, the Land Trust leases to the Lessee the Land for the Permitted Use, and grants to the Lessee the rights specified in Item 2, for the Term.

2.2. The Land Trust reserves to itself the rights specified in Item 3.

3. Rent

3.1. The Lessee must, during the Term, pay to the Land Council the Rent in the manner specified in Item 7.

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3.2. On each anniversary of the Commencement Date during the Term the Rent will be reviewed in accordance with the formula specified in Item 8, except in those years when the Land Council issues the Lessee with a Rent Review Notice.

3.3. The Land Trust reserves the right to review and adjust the Rent on each Review Date as follows:

a. not more than 12 months before and not less than 3 months before the relevant Review Date, the Land Trust must notify the Lessee in writing of its decision to review the Rent;

b. once a Rent Review Notice has been issued by the Land Trust, the Land Trust and the Lessee must meet to review the Rent including a review of both the amount of the Rent and the manner in which it is to be paid (including both the period of payment, and whether it is paid in advance or arrears);

c. if the Land Trust and the Lessee agree a reviewed Rent amount and manner in which it is to be paid on or before 2 months prior to the relevant Review Date, then on and from the relevant Review Date, that agreed Rent and manner of payment will apply;

d. if the Land Trust and the Lessee are unable to agree on a reviewed Rent amount on or before 2 months prior to the relevant Review Date, either party may request an independent valuer to determine the Rent to apply on and from the relevant Review Date;

e. provided that the Rent amount determined in accordance with clauses 3.3.d is greater than the Rent applicable for the preceding year, on and from the relevant Review Date, the Rent will be the amount determined in accordance with clause 3.3.d;

f. if the Rent determined in accordance with clause 3.3.d is less that the Rent applicable for the preceding year, the Rent will remain the same as was applicable in the preceding year;

g. the costs of the valuer must be borne by the Lessee.

4. Rates, charges and taxes

4.1. The Lessee must pay all rates, charges and taxes in respect of the Land and any building located upon the Land.

4.2. The Land Trust must promptly forward any notices in respect of rates, charges or taxes in relation to the Land to the Lessee.

4.3. Nothing in clause 4.1 prevents the Lessee from recovering rates, charges and taxes from any sublessee.

Viewed at 14:10:52 on 31/10/2016 by 32GPL.

5. Utilities and other charges

5.1. The Lessee must pay for all electricity, water and gas consumed or used by the Lessee on the Land, and any other charges specified in Item 9.

5.2. Nothing in clause 5.1 prevents the Lessee from passing liability for the consumption of electricity, water or gas to a sublessee.

5.3. The Lessee is responsible for the connection of all services to the Land.

6. Improvements

6.1. The parties acknowledge and agree that there are no buildings, infrastructure or other improvements on the Land at the Commencement Date.

6.2. The Lessee must not construct, place, extend, make additions to, replace or remove any buildings, infrastructure or other structures on the Land without the express written approval of the Land Council.

6.3. The Lessee is responsible for the maintenance and repair of any buildings, infrastructure and other improvements it constructs or places on the Land in accordance with clause 6.2.

7. Yield up

7.1. On the expiry or earlier termination of this Lease (including termination as a result of the Lessee's default), all buildings or other improvements which the Lessee has constructed on the Land during the Term remain the property of the Land Trust.

7.2. The Lessee must, having regard to the condition of the Land at the commencement of the Term, throughout the Term keep, and at the termination of this Lease, yield up the Land in a clean and tidy condition subject to fair wear and tear.

7.3. The Lessee may at or prior to the expiration of this Lease remove from the Land any plant, equipment, machinery, furniture or other chattels which are not fixtures that were brought on to the Land by the Lessee on or after the Commencement Date but the Lessee must not, in carrying out such removal, do any damage to the Land or fixtures thereon and must make good any damage which the Lessee causes in carrying out such removal.

8. Land Trust's rights of entry

8.1. The Land Trust or its nominee may, at reasonable times and on giving at least 7 days written notice to the Lessee, enter the Land for the purpose of inspecting the state of repair of the Land.

Viewed at 14:10:52 on 31/10/2016 by 32GPL.

8.2. In an emergency, the Land Trust or its nominee may at any time, without giving notice if that is impracticable, enter the Land unaccompanied for the purpose of ascertaining and, if found necessary, remedying the cause of the emergency but the Land Trust must in all such cases promptly inform the Lessee in writing of the entry.

9. Requirements of authorities

9.1. The Lessee must comply with all statutes, ordinances, regulations and by-laws relating to the use of the Land to the extent that the Lessee is bound to comply.

9.2. Subject to clause 9.1, the Land Trust must comply with all Acts, regulations and other laws applicable to the Land.

10. Lessee to insure

10.1. The Lessee must insure and during the Term keep insured against:

a. public liability for not less than the sum specified in Item 13;

b. loss of or damage to the buildings and all other improvements on the Land for their full reinstatement value; and

c. workers compensation insurance, as required by law.

10.2. The Lessee must, if required by the Land Trust, produce for inspection by the Land Trust reasonable proof of the existence of any insurance policy effected for the purposes of this clause and reasonable evidence of its renewal.

11. Indemnity

11.1. The Lessee must indemnify the Land Trust, Land Council and their respective employees, servants, officers and agents from and against all claims, liabilities, costs (on a solicitor and client basis), losses and expenses for which the Land Trust, Land Council or any employee, servant, officer or agent becomes liable or incurs and which arise from or in connection with:

a. the use or misuse by the Lessees or its Associates of the Land;

b. loss, damage or injury to property or to a person within or outside the Land to the extent caused or contributed to by the act or omission of the Lessee or its Associates in connection with the Lessee's use of the Land; and

c. any default by the Lessee in the circumstances described in clause 17.1,

except to the extent caused or contributed to by the negligence or wrongful acts or omissions of the Land Council, Land Trust or any employee, servant, officer or agent of the Land Council or Land Trust.

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12. Use of Land

12.1. The Lessee must not use the Land for any purpose other than the Permitted Use or for any purpose that is not reasonably incidental to the Permitted Use without the written consent of the Land Council.

13. Assignment and subletting

13.1. The Lessee acknowledges that it may only transfer its interest in this Lease or grant an interest in the Land to another person with the written consent of the Land Council.

13.2. The Lessee acknowledges any direct or indirect change in the beneficial ownership of the Lessee's shares or membership which amounts to a change in effective control of the Lessee will be treated as an assignment of this lease and requires the prior written consent of the Land Council.

14. Quiet enjoyment

14.1. Subject to the Lessee paying the Rent and otherwise complying with the provisions of this Lease, the Land Trust covenants with the Lessee that the Lessee may peaceably hold and enjoy the Land during the Term without any interruption or disturbance from the Land Trust or any person lawfully claiming through or under the Land Trust.

15. Permission for certain persons to enter onto the Land

15.1. Subject to clause 15.2 the Land Trust and Land Council agree to grant to:

a. the Lessee; and

b. those persons listed in Item 15;

rights of access to:

c. the Land; and

d. the Township,

solely for purposes consistent with the Purpose.

15.2. The persons referred to in 15.1.a and 15.1.b above must submit a Permit application to the Land Council, if not already obtained from the Land Council, at least 21 days prior to the date upon which they propose to access the Land in connection with the Purpose.

15.3. The Land Council will inform the Lessee at least 5 days prior to the date upon which the persons referred to in clauses 15.1.a and 15.1.b above propose to access to the Land whether or not the Permit has been granted.

15.4. The Lessee acknowledges that Permits granted in accordance with clause 15.1 may be revoked by the Land Council if the Permit holder breaches the conditions of his or her Permit or if the Land Council believes such revocation is reasonably necessary.

16. Dispute resolution

16.1. The parties agree that a dispute arising under this Lease will be dealt with as follows:

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

b. within 7 Business Days after receipt of that notice each party will nominate a representative not having any prior involvement in the dispute;

c. the representatives will try to settle the dispute by direct negotiation between them;

d. failing settlement within a further 14 Business Days, the parties may agree to refer the dispute to an independent third person with power:

A. to intervene and direct some form of resolution, in which case the parties will be bound by that resolution; or

B. to mediate and recommend some form of non-binding resolution;

e. the parties will cooperate fully with any process instigated under clause 16.1.d in order to achieve a speedy resolution; and

f. if a resolution is not reached 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 Lease.

16.2. Subject to clause 20.3.c, each party will bear its own costs of complying with this clause 16, and the parties must bear equally the cost of any third person engaged under clause 16.1.d.

16.3. This clause 16 does not apply to legal proceedings by either party seeking urgent interlocutory relief nor for recovery of Rent payable under this Lease.

17. Termination

17.1. The Lessee defaults under this Lease if:

a. the Rent is unpaid after it becomes due and the Lessee fails to pay the Rent within 30 days after the receipt of a correctly rendered tax invoice from the Land Council to make that payment; or

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b. the Lessee:

A. is properly required by the Land Council by notice to carry out repairs or maintenance and the Lessee fails to carry out those repairs or maintenance within 30 days after receipt of that notice or to proceed diligently to complete them; or

B. fails to otherwise perform or observe a provision of this Lease and that failure is not capable of remedy, or is capable of remedy but continues for not less than 30 days after the Land Trust gives notice to the Lessee to remedy that failure; or

C. abandons the Land, or ceases using the Land for the Purpose for a period exceeding 30 days; or

D. is a corporation and an administrator, receiver, manager or controller is appointed or a resolution is passed or proceedings are commenced for the winding up of the Lessee.

17.2. If the Lessee defaults, the Land Trust may do one or more of the following without affecting any pre-existing rights of a party:

a. re-enter and take possession of the Land;

b. by notice to the Lessee, terminate this Lease; and

c. exercise any of its other legal rights.

17.3. The Land Trust defaults under this Lease if the Land Trust fails to perform or observe a provision of this Lease and that failure is not capable of remedy, or is capable of remedy but continues for not less than 60 days after the Lessee gives notice to the Land Trust to remedy that failure.

17.4. If the Land Trust defaults, the Lessee may do either one or both of the following without affecting any pre-existing rights of a party:

a. by notice to the Land Trust, terminate this Lease; and

b. exercise any of its other legal rights.

18. Further Term

18.1. If:

a. a Further Term is set out in Item 14; and

b. the Lessee wishes to lease the Land for the Further Term commencing upon the expiration of the period set out in Item 5; and

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c. the Lessee gives notice to the Land Trust of that wish not less than 6 months prior to the expiration of the period set out in Item 5; and

d. the Lessee is not then in default of this Lease as defined in clause 17.1,

then the term of this Lease will be extended for the Further Term, commencing upon the expiration of the period set out in Item 5 and this Lease will be amended so that:

e. the Rent for the first rent period of the Further Term is agreed between the parties or, failing agreement within 3 months after the commencement of the Further Term, determined as if the commencement date of the Further Term was a Review Date; and

f. clause 18 will be omitted.

19. Holding over

19.1. Subject to clause 19.2, where the Lessee continues in occupation of the Land after the expiration of the Term without any demand for possession having been made by the Land Trust, the Lessee is deemed to be holding the Land under a monthly tenancy determinable upon 1 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 Lease so far as they can be applied to a monthly tenancy.

19.2. Clause 19.1 will not apply to the extent such continued occupation would create an offence under section 63(1) of the Planning Act.

20. Costs of Lease

20.1. The parties must each bear their own costs of and incidental to the negotiation, settlement, preparation and execution of this Lease.

20.2. The Lessee will pay any stamp duty payable in respect of or in connection with this Lease.

20.3. The Lessee shall pay the reasonable costs of the Land Trust and the Land Council in relation to:

a. consultations and negotiations conducted in relation to this Lease;

b. reasonable costs of surveying and planning in relation to this Lease; and

c. costs incurred by the Land Trust or Land Council, including legal costs, arising from or in connection with the Lessee's breach of a term of this Lease.

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21. Notices

21.1. Any notice, demand, consent or other communication required to be given or served under this Lease is duly given to or served on:

a. the Land Trust or the Land Council, if in writing signed by or on behalf of the Lessee's Representative and delivered by hand or sent by prepaid post or facsimile transmission addressed to the Land Trust's Representative or the Land Councils' Representative in accordance with Items 10 and 12 respectively or to such other address as may be notified to the Lessee from time to time; and

b. the Lessee, if in writing signed by the Land Trust's Representative or the Land Councils Representative and delivered by hand or sent by prepaid post or by facsimile transmission addressed to the Lessee's Representative in accordance with Item 11 or to such other address as may be notified in writing to the Land Trust from time to time.

22. Goods and Services Tax

22.1. For the purposes of this clause:

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

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

22.2. Unless otherwise stated, all amounts payable by one party to the other party under this Lease are exclusive of GST.

22.3. A recipient of a taxable supply made under this Lease 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.

22.4. 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.

22.5. 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 Lease.

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23. Interest

23.1. In the event that any amount required to be paid by one party to another party pursuant to this Lease is not paid by the date such payment is due, interest may, at the option of the party entitled to receive the payment, accrue on such outstanding amount at the Default Rate and such interest will:

a. be a debt due by the Lessee to the Land Trust;

b. accrue from the due date for payment until the date that payment is made in full; and

c. accrue daily and be capitalised at the end of each calendar month.

24. Extractive Minerals

24.1. The Lessee acknowledges and agrees that it will not excavate or remove from the Land or any other land vested in the Land Trust any extractive minerals (including without limitation any earth, stone, clay, sand or gravel) without entering into a separate agreement with the Land Trust and the Land Council permitting it to do so.

25. Environmental Protection

25.1. The Lessee shall not and must ensure that its employees, servants and agents do not, dispose of or permit to be disposed of any Waste on the Land or on any other area in such a way as it may leak, wash or be blown or otherwise enter into any watercourse or the sea.

25.2. The Lessee shall at all times endeavour to overcome and minimise any deleterious effects upon the environment arising from its use of the Land and shall reasonably rehabilitate all areas affected directly or indirectly by the use of the Land.

25.3. The Lessee shall store and keep all Waste in proper containers and shall dispose of all refuse regularly and hygienically.

25.4. The Land Trust reserves the right to impose such other conditions as are reasonable for the purposes of environmental protection, including but not limited to preventing the spread of exotic or noxious flora and fauna.

26. Nuisance

26.1. The Lessee shall not, and must ensure that its employees, servants and agents do not, carry on, nor permit to be carried on, upon the Land or any part of the Land, any noisome, dangerous or offensive trade, business, process or activity which may become a nuisance to the Land Trust or persons living in the vicinity of the Land.

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27. Sacred Sites and Sacred Objects

27.1. The Lessee must, prior to commencing the demolition or construction of any building, infrastructure or other structures on the Land, request from and receive an authority certificate from the Aboriginal Areas Protection Authority in relation to any Sacred Sites or Sacred Objects on or near the land and must comply with the conditions set out in that authority certificate.

27.2. The Lessee must at all times and shall procure that its employees, servants, agents and invitees shall at all times respect and observe all due solemnity and deference in respect of Sacred Sites and Sacred Objects and the Lessee shall take all reasonable action requested by the Land Council to ensure the protection of Sacred Sites and Sacred Objects which might be in any way affected by the Lessee's operations under this Lease.

27.3. Where the Lessee or its employees, servants, agents or invitees enter, damage or interfere with a Sacred Site or Sacred Object the location of which has been advised to the Lessee or of which the Lessee has knowledge or could reasonably be expected to have knowledge or is registered as a Sacred Site pursuant to the provisions of the *Northern Territory Aboriginal Sacred Sites Act 1989*, then the Lessee must:

a. pay to the Land Council compensation for any anxiety, anguish, distress, injury, affront or trauma whether spiritual, physical or emotional caused to any traditional Aboriginal owner; and

b. reimburse the Land Council for the reasonable costs incurred by the Land Council in restoring or repairing the Sacred Site or Sacred Object to such condition as it sees fit.

27.4. The amount of compensation payable under clause 27.3 is not dependant on the Land Trust or the Land Council or any traditional Aboriginal owner suffering economic loss, but is:

a. an amount agreed in writing between the Land Council and the Lessee if such an agreement is reached within 2 months of the interference; or

b. the higher of:

A. $10,000; and

B. an amount assessed by an independent expert, appointed by the Land Council, who is of recognised reputation and capacity, and who is familiar with interference to Sacred Sites and Sacred Objects and the effect and impact of this on Aboriginal people.

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28. Native Title

28.1. The parties acknowledge that this Lease is not intended to extinguish any customary or native title as may exist in relation to the Land immediately before the Commencement Date. .

29. Employment

29.1. The Lessee must maximise employment, training and business opportunities for local Aboriginal people.

29.2. The Lessee must, to the extent permitted by law, when awarding contracts or engaging suppliers or employees, give preference to contractors, suppliers or employees who are members of the local Aboriginal community, subject to those contractors, suppliers or employees being economically competitive.

29.3. The Lessee must inform the local Aboriginal community generally of any employment opportunities by advertising locally and by providing written advice of those employment opportunities to the Land Council.

29.4. The Lessee must take all reasonably practicable steps to ensure that the working hours and conditions of Aboriginal employees accommodate their cultural needs.

29.5. Unless otherwise agreed, the Lessee must ensure its Aboriginal employees' general working conditions, including rates of pay, hours of work and roster periods:

a. in all respects are at least as good as those of other employees of the Lessee who are engaged at a an equivalent level or to do equivalent work; and

b. meet the requirements of the industrial award applicable to the work being performed, or if there is none, of the award associated with the minimum wage.

30. Liquor and Drugs

30.1. The Lessee must not and must procure that its employees, agents, contractors, consultants or invitees do not, contrary to any applicable law take onto the Land or any other land vested in the Land Trust or sell for consumption on the Land or any other land vested in the Land Trust any:

a. kava;

b. liquor, that is, a beverage that contains more than 1.15% by volume of ethyl alcohol;

c. drug, the possession, consumption, sale or supply of which is prohibited or restricted under any statute; or

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d. unleaded fuel; or

e. any other substance which, in the opinion of the Land Trust as communicated in writing to the Lessee, is likely to be abused.

31. Planning and Survey

31.1. In the event that this Lease constitutes a sub-division for the purposes of the *Planning Act (NT)*, the Lessee accepts the obligation to pursue at its own cost all necessary planning applications.

31.2. The Land Trust hereby authorises the Lessee to make a subdivision application pursuant to the *Planning Act (NT)*.

32. Land Council Role

32.1. The Land Trust agrees that any act, matter or thing required or permitted to be done by the Land Trust under or otherwise in relation to this Lease may be done by the Land Council on behalf of and in the name of the Land Trust and all rights and entitlements of the Land Trust under or concerning this Lease shall be exercisable by the Land Council on behalf of and in the name of the Land Trust, including the service of notices and the commencement and defence of legal proceedings in relation to or concerning this Lease and appoints the Land Council as its agent.

33. Confidentiality

33.1. Except as permitted by clause 33.2, the parties must keep confidential:

a. the details of all negotiations between the parties in relation to the subject matter of this Lease; and

b. all other information which is provided by one party to another and which is of a confidential, commercial or sensitive nature or has been designated as confidential by the party providing the information.

33.2. Nothing in this Agreement prevents a party from disclosing matters referred to in clause 33.1:

a. if disclosure is required to be made by law, a regulatory authority or the rules of a recognised stock or securities exchange and the party whose obligation it is to keep matters confidential or procure that those matters are kept confidential has before disclosure is made notified each other party of the requirement to disclose and, where the relevant law or rules permit and where practicable to do so, given each other party a reasonable opportunity to comment on the requirement for and proposed contents of the proposed disclosure;

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b. to any professional adviser, auditor or employee of a party to whom it considers it is reasonably necessary to disclose the information, provided that such adviser, auditor or employee undertakes to keep the information confidential;

c. where such disclosure is reasonably required in the ordinary course of business (including where the Lessee is required to report to a funding body or other financier), provided that the person to whom the information is disclosed undertakes to keep the information confidential;

d. to the extent necessary, to obtain the consent of any third party to any term of, or to any act pursuant to, this Lease provided that the third party undertakes to keep the information confidential;

e. to enforce its rights or to defend any claim or action under this Lease;

f. to a related body corporate, on receipt of its undertaking to keep the information confidential;

g. with the prior written approval of each party other than the party whose obligation it is to keep those matters confidential or procure that those matters are kept confidential; or

h. where the matter has come into the public domain otherwise than as a result of a breach by any party of this Lease.

33.3. Except as required by applicable law or the requirements of any regulatory body (including any relevant stock exchange), all press releases and other public announcements in relation to this Lease must be in terms agreed by the parties.

34. General

34.1. This Lease will be governed by the law of the Northern Territory of Australia.

34.2. This Lease may be executed in a number of counterparts. All counterparts taken together constitute this Lease.

34.3. This Lease may be varied only by a further written document signed by all parties.

34.4. A breach or any right arising from a breach of this Lease is not waived by any failure to or delay in the exercise, or partial exercise, of that right of election or any other right.

34.5. Waiver of a breach or of any right of election arising from a breach of this Lease must be in writing and signed by the party granting the waiver.

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34.6. Any provision of this Lease which is prohibited or unenforceable in any jurisdiction will be ineffective in that jurisdiction to the extent of the prohibition or unenforceability. This will not invalidate the remaining provisions of this Lease nor affect the validity or enforceability of the provision in any other jurisdiction.

34.7. The rights, powers and remedies provided to a party under this Lease are in addition to and do not exclude or limit any right, power or remedy provided by the law or equity or any agreement.

34.8. The obligations set out in clauses 3, 6, 7, 11, 16, 19, 20, 21, 22, 23, 27, 28, 32 and 33 will survive the expiration or termination of this Lease.

SCHEDULE 1. – PARTICULARS

1.	**Land**	The whole of that part of the land hatched in red on the plan appearing in Schedule 3 hereto.
2.	**Rights granted to Lessee**	The right to use any other land vested in the Land Trust for access to the Land and normal use and enjoyment of the Land and any building upon it (including provision of any services).
3.	**Rights reserved to Land Trust**	The right to pass or run water, air, electricity, sewerage, drainage, gas and other substances through pipes, wires, tubes, conduits, ducts and cables running through the Land. All right, title and interest in any extractive minerals (including without limitation any earth, stone, clay, sand or gravel) found in or on the Land.
4.	**Commencement Date**	The Execution date.
5.	**Term of Lease**	10 years on and from the Commencement Date.
6.	**Rent**	$1,800.00 (plus GST) per annum.
7.	**Manner of payment of Rent**	Annually in advance payable within 14 days after receipt of a Tax Invoice from the Land Council.

8.	**CPI Rent Review**	The rent must be reviewed to an amount represented by X where: $X = \frac{(A \ x \ B)}{C}$ Where: A – is the current amount immediately before the review; B – is the Consumer Price Index – All Groups Darwin published for the quarter immediately prior to the latest anniversary of the Commencement Date; and C – is the Consumer Price Index – All Groups Darwin published for the quarter immediately prior to the preceding anniversary of the Commencement Date, Provided that if X is calculated to be less than A, then there will be no change to the current amount.
9.	**Other costs payable by the Lessee**	*Not Applicable*
10.	**Land Trust's Representative and address for service of notices.**	C/- Chief Executive Officer Northern Land Council 45 Mitchell Street DARWIN NT 0800
11.	**Lessee's Representative and address for service of notices**	Chief Executive Officer Mabunji Aboriginal Resource Association Inc. E: Alison.Doyle@mabunji.com.au
12.	**Land Council's Representative and address for service of notices**	Chief Executive Officer Northern Land Council 45 Mitchell Street DARWIN NT 0800

13.	**Public liability insurance amount**	$10,000,000.00
14.	**Further Term**	Nil
15.	**Permits**	The Lessee's employees, agents and contractors as advised to the Land Council in writing by the Lessee.
16.	**Township**	Borroloola
17.	**Purpose**	Crèche, child care centre, education establishment, and any ancillary use that is permitted in accordance with the zoning of the Land.
18.	**Permitted Use**	a. the construction of buildings and infrastructure on the Land for the Purpose as approved in accordance with clause 6; b. alteration, extension, restoration, refurbishment or fitting out of buildings or infrastructure on the land for the Purpose as approved in accordance with clause 6; c. the use and occupation of the Land for the Purpose; d. the use and occupation of buildings or infrastructure on the Land for the Purpose; e. the maintenance, repair, modification, improvement, replacement and removal of buildings and infrastructure on the Land for the Purpose as approved in accordance with clause 6; f. landscaping and clearing of the Land for the Purpose as approved in accordance with clause 6; and g. the right to provide services to the Land for the Purpose.

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SCHEDULE 2. – LAND COUNCIL'S DIRECTION AND EXECUTION PAGES

The Northern Land Council directs the Narwinbi Land Trust to execute this Lease.

The common seal of the Northern Land Council was hereunto affixed by authority of resolution of the said Land Council in the presence of:

NORTHERN LAND COUNCIL THE COMMON SEAL OF

Witness signature

Chairperson

Kim Jeffreys

Witness print name

Executive Member

Legal Secretary

Position

Virginia Nundhirribala

Executive Member

Viewed at 14:10:52 on 31/10/2016 by 32GPL.

EXECUTED as an **AGREEMENT**

The common seal of the Narwinbi Land Trust was hereto affixed by a member of staff of the Northern Land Council whose name, position and signature appears below with the written authority of three members of the Narwinbi Land Trust whose names and signatures also appear below:

Narwinbi Aboriginal Land Trust
The
Common Seal
Of

NLC staff member signature

Kim JEFFREY
NLC staff member full name

LEGAL SECRETARY
NLC staff member position

Land Trust Member 1 Signature

TIMOTHY LANSEN
Land Trust Member 1 Full Name

Land Trust Member 1 Signature

Marlene Karkadoo
Land Trust Member 1 Full Name

Land Trust Member 1 Signature

Warren Timothy
Land Trust Member 1 Full Name

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Executed by Mabunji Aboriginal Resource Association Inc by the duly affixing its common seal in accordance with its Constitution in the presence of:

MABUNJI ABORIGINAL RESOURCE ASSOCIATION INC
Common Seal

Governing Committee Member

Governing Committee Member

Annie Roberts
Print name

WILLIAM. COOLWELL
Print name

On: 1 April 2015

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The common seal of the Northern Land Council was hereunto affixed by authority of resolution of the said Land Council in the presence of:

NORTHERN LAND COUNCIL THE COMMON SEAL OF

Witness signature

Witness print name

Kim Jeffrey

Position

Legal Secretary

Chairperson

Executive Member

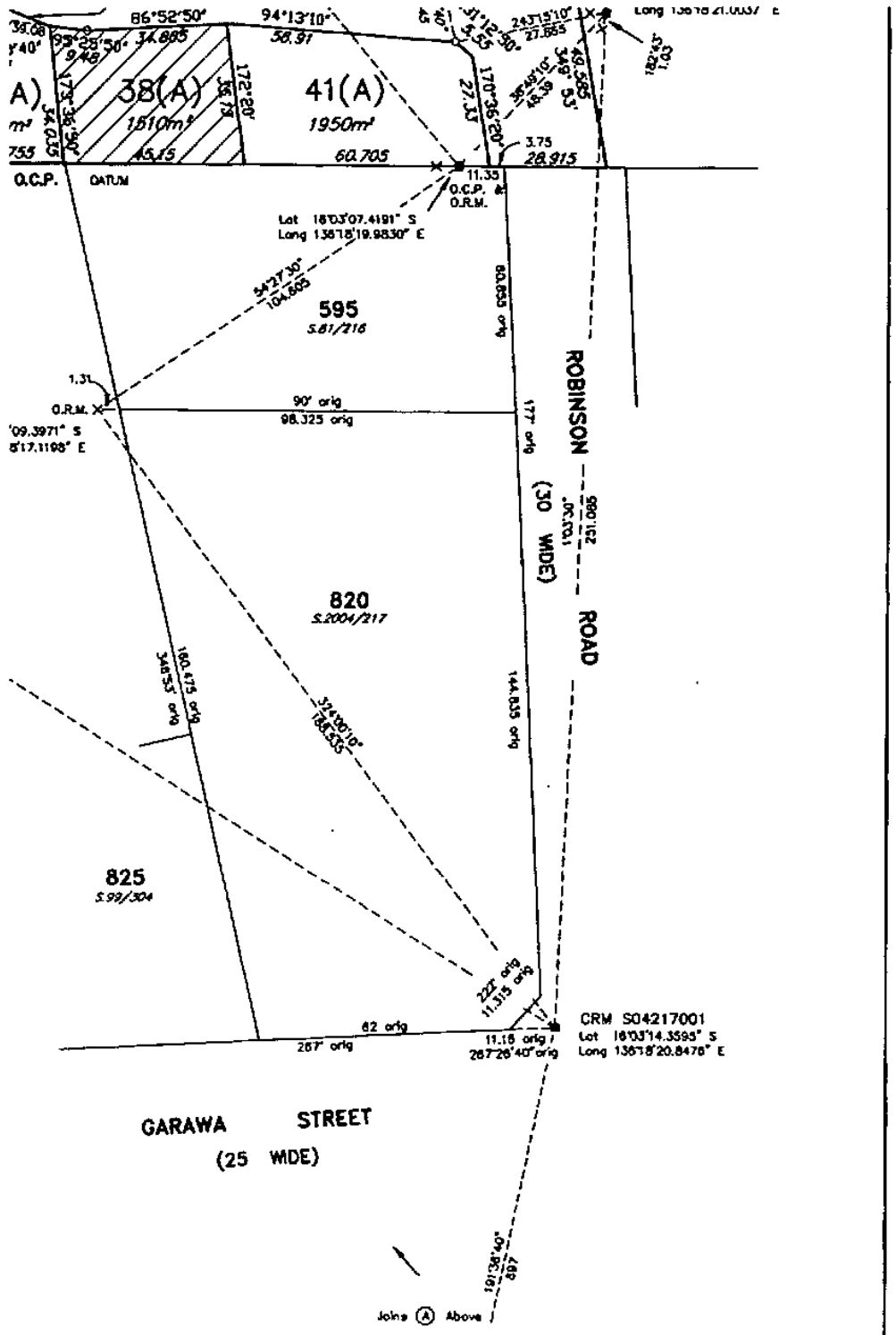
Virginia Nundhirribala

Executive Member

On : 22 April 2015

Viewed at 14:10:52 on 31/10/2016 by 32GPL.

SCHEDULE 3. – PLAN OF THE LAND



LEGEND	LOTS 1(A) TO 3(A), 6(A), 10(A) TO 22(A), 24(A) TO 42(A), 44(A) AND 46(A) TO 48(A) PART OF N.T. PORTION 2087 TOWNSITE OF MARA	
Concrete Post Concrete Block Peg or Wooden Post Reference Mark Lockspit Fence Post Army Survey	SCALE 1:1000 20 0 20 40 60 metres	S.2006/222A SHEET 1 OF 2

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00581873

Department of the Attorney-General and Justice (ABN 84 085 734 992)
REGISTRAR-GENERAL'S OFFICE
NICHOLS PLACE
GPO BOX 3021

1 OF 1

Priority of Lodgement	

Enquiries : 8999 6252

TAX INVOICE (RECEIPT) - OFFICE COPY

Lodging Party:
MATTHEWS LEGAL OBO MABUNJI,
GPO BOX 1375
DARWIN NT 0801

Customer Code:
Self Assessing Code:

Date of Issue	23/04/2015
at	11:41
by	CART
Application #	00334744

Document Delivery:
MATTHEWS LEGAL OBO MABUNJI
GPO BOX 1375
DARWIN NT 0801

Lodgement No 848333

If paper title exists enter

Volume _____

Folio _____

Description	GST Incl Amount
LEASE (NT PORTION 2087, CP00446 - CUFT V076/F277)	189.00

Total Cost excl GST	$189.00
Total GST	$0.00
Total Invoice	$189.00

Payment Details

EFT - DIRECT DEBIT

Tel: 08 8944 2246

James

Date Registered: 29/04/2015 **Volume** 800 **Folio** 732
Duplicate Certificate as to Title issued? No

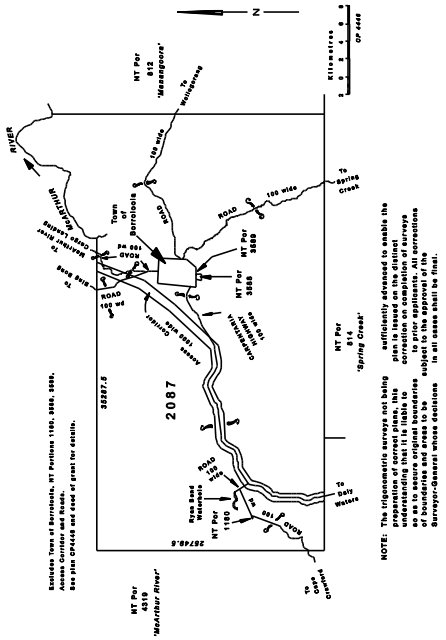
SEARCH CERTIFICATE

N.T. Portion 2087 from plan(s) CP 004446
Area under title is 1289 square kilometres

Owner:
Narwinbi Aboriginal Land Trust
of 9 Rowling Street, Casuarina NT 0810

Registered Date	Dealing Number	Description
		Previous title is **Volume** 076 **Folio** 077
29/04/2015	848333	Lease to Mabunji Aboriginal Resource Association Incorporated - part - Lot 38(A) - expiring 21/04/2025
13/05/1999	423000	Lease to Northern Land Council - Part NT Portion 4714(A) - expiring 31/3/2008
27/01/1995	324289	Lease to Rrumburriya Malandari Counc Abor Corp-Portion 4715 - expiring 26/01/2020

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: N.T. Portion 02087 plan(s) CP 004446

(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 800 732 (order 1)

Tenure Type
ESTATE IN FEE SIMPLE

Tenure Status
Current

Area Under Title
1289 square kilometres

Owners
Narwinbi Aboriginal Land Trust
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
CUFT 076 077 (order 2)
CUFT 076 077 (order 1)
Visit the website http://www.nt.gov.au/justice/bdm/land_title_office/

Custodian - Surveyor General (+61 8 8995 5362)

Address
10194 CARPENTARIA HWY, MCARTHUR

Survey Plan
CP 004446

Survey Status
Approved

Parcel Status
CURRENT

Parcel Area
1289 square kilometres

Map Reference
Code 615 Scale 500000 Sheet 00.00
Code 520 Scale 500000 Sheet 00.00

Parent Parcels
(none found)

Parcel Comments
BORROLOOLA LAND GRANT S79/1054; AREA OF GRANT EXCLUDES TOWN OF BORROLOOLA, NT PORS 1180 & 1492, ACCESS CORRIDOR AND ROADS. SURVEY OF PART SOUTHERN BOUNDARY VIDE S81/205. RESURVEY OF BOUNDARIES ADJOINING BORROLOOLA VIDE S85/24. LEASE SITES NT PORS 4714-6(A) S94/289. "MARA TOWN CAMP" (S2006/222A & B) WITHIN THIS PORTION - SITUATED JUST OUTSIDE THE NORTHERN BOUNDARY OF THE TOWN OF BORROLOOLA. BORROLOOLA CEMETERY SITE NT POR 5812(A) OVER PART. BORROLOOLA SEWERAGE WORKS NT POR 4542(A) (ADJOINS SOUTHERN BDY OF RACECOURSE) OVER PART. BORROLOOLA BOREFIELD OVER PART - LI2016/0001-001.

Survey Comments
(none found)

Proposed Easements
(none found)

Municipality
ROPER GULF SHIRE

Region
KATHERINE

Custodian - Valuer General (+61 8 8943 9193)

Owner's Last Known Address
Narwinbi Aboriginal Land Trust, 9 ROWLING STREET, CASUARINA NT 0810

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
(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
PA2015/0457

Type
Compliance Check

Date Received
19/06/2015

Application Purpose
Childcare Centre

Application Status
Approved

Other Affected Parcels
Administrative Lot 00038 Townsite of Mara

Instrument Signed

Instrument Number

Instrument Issued
Not Complete

Instrument Status

File Number
PA1994/0113

Type
Subdivision

Date Received
10/02/1994

Application Purpose
TO CREATE THREE LOTS

Application Status
Approved

Other Affected Parcels
(none found)

Instrument Signed
07/04/1994

Instrument Number
MS0060

Instrument Issued
Signed

Instrument Status
Completed

Custodian - Power and Water Corporation (1800 245 092)

Meters on Parcel

Power Water - Electricity	38
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

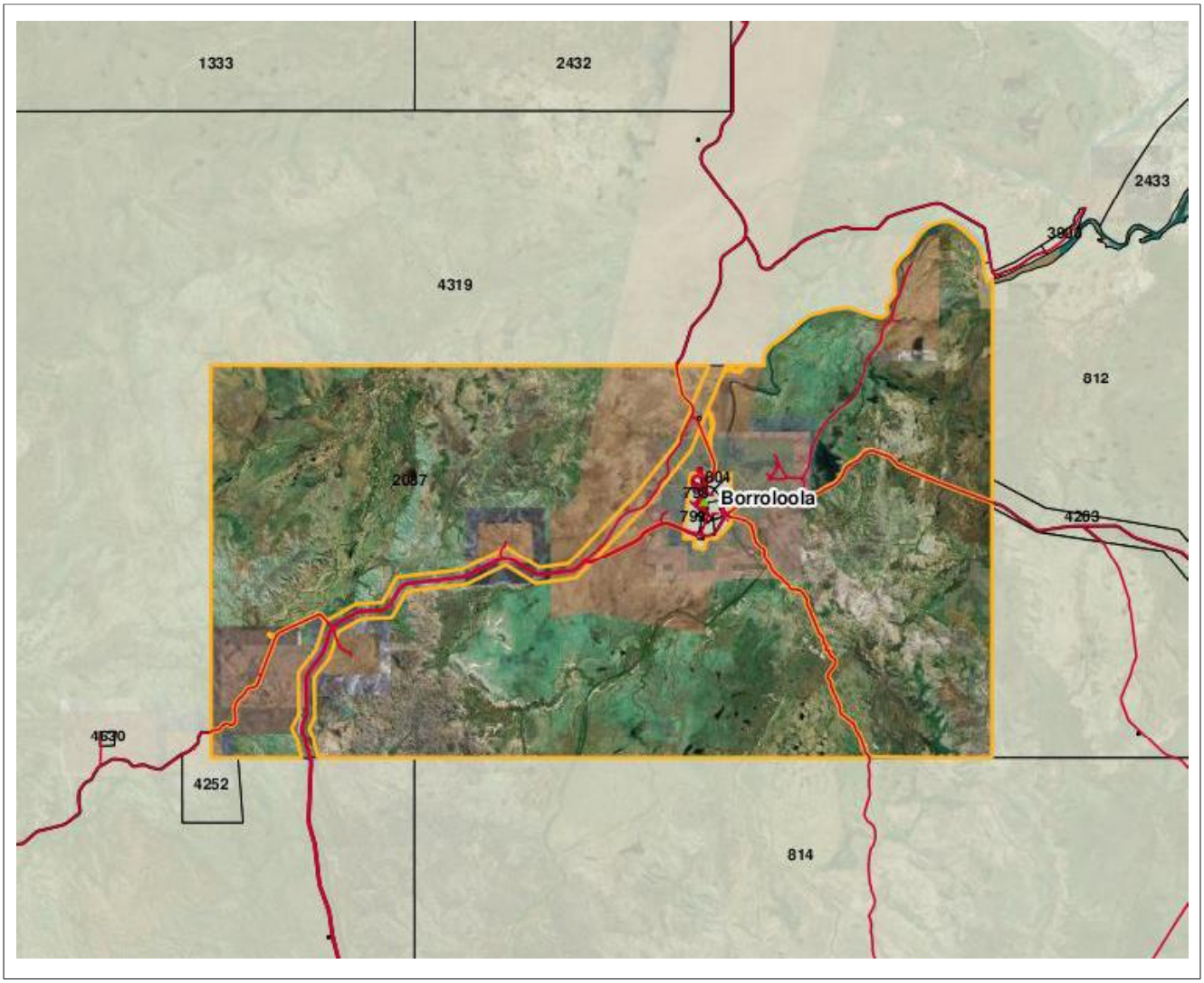
Other Interests

For Account balances, contact Roper Gulf Shire Council

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

Storm Surge: This lot is within a primary surge zone. For more information contact Lands Planning on 8999 8963.

Storm Surge: This lot is within a secondary surge zone. For more information contact Lands Planning on 8999 8963.


1333
2432
2433
4319
812
2087
804
Borroloola
4263
4252
814

Garawa 1

Date Registered: 08/03/1996 **Volume** 461 **Folio** 005
Duplicate Certificate as to Title issued? Yes

SEARCH CERTIFICATE

CROWN LEASE IN PERPETUITY 01053

Lot 789 Town of Borroloola from plan(s) S 89/374A
Area under title is 22 hectares 3500 square metres

Owner:
Garawa No. 1 Camp Aboriginal Corporation
of C/- PO Box 435, Borroloola NT 0854

Easements:
Water supply Easement to Power and Water Authority
Electricity supply Easement to Power and Water Authority
Access Easement to Power and Water Authority

Registered Date	Dealing Number	Description
		Previous title is **Register Book**CUCL **Volume** 204 **Folio** 073

End of Dealings

Commencement Date: 29th October, 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 upon the land including gems, stones, sands, valuable earths and fossil fuels.

3. Reservation of power of resumption.

Provisions:

1. The annual rent for the lease will be nil.

2. The 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 covenant and conditions to be complied with by the Lessee, and will 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.

3. The Lessee may at any time surrender the lease in the manner prescribed under the Crown Lands Act.

4. 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:

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 residential.

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

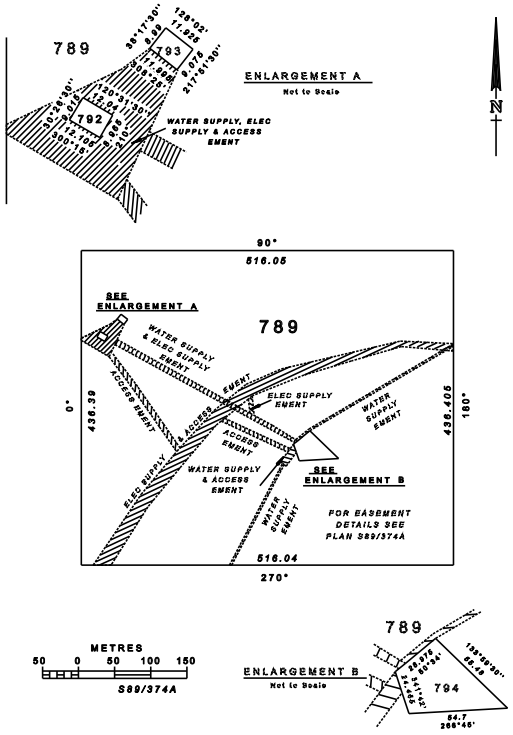
3. The Lessee will in respect of the leased land, ensure that at all times and to the satisfaction of the Minister, the land is kept clean, tidy and free of weeds, debris, dry herbage, rubbish, carcasses of animals and other unsightly or offensive matter and harbour for insects, pests and the breeding of mosquitoes.

4. If the Lessee fails to observe and carry out or cause to be observed or carried out the conditions outlined in condition 3 of the lease on his part, the Territory will have a 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.

5. 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.

6. The Lessee will at all times comply with any Planning Instrument and/or Instrument of Determination affecting the leased land.

7. The Lessee will, prior to submitting plans to the Building Authority for building approval, submit detailed plans of and relating to the development, to the Department of Lands and Housing, for approval.



Date Registered: 08/03/1996 **Volume** 461 **Folio** 005
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 00789 Town of Borroloola plan(s) S 89/374A

(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 461 005 (order 1)

Tenure Type
CROWN LEASE IN PERPETUITY 1053

Tenure Status
Current

Area Under Title
22 hectares 3500 square metres

Owners
Garawa No. 1 Camp Aboriginal Corporation
C/- PO Box 435, Borroloola NT 0854

Easements
Access Easement to Power and Water Authority
Electricity supply Easement to Power and Water Authority
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
CUCL 204 073 (order 1)
Visit the website http://www.nt.gov.au/justice/bdm/land_title_office/

Custodian - Surveyor General (+61 8 8995 5362)

Address
BORROLOOLA

Survey Plan
S 89/374A

Survey Status
Approved

Parcel Status
CURRENT

Parcel Area
22 hectares, 3500 square metres

Map Reference
Code 120 Scale 2500 Sheet 23.36

Parent Parcels
Lot 00680 Town of Borroloola plan(s) S 85/021

Parcel Comments
SUBDN OF LOT 680 FOR GARAWA NO 1 CAMP VIDE S89/374. LOTS 863(A) - 900(A) - S2006/223.

Survey Comments
(none found)

Proposed Easements
(none found)

Municipality
ROPER GULF SHIRE

Region
KATHERINE

Custodian - Valuer General (+61 8 8943 9193)

Owner's Last Known Address
Garawa No. 1 Camp Aboriginal Corp, C/- PO BOX 435, BORROLOOLA NT 0854

Parcels in Valuation
Lot 00789 Town of Borroloola

Unimproved Capital Value
$50,000 on 01/07/1997

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

BBBOR001 - Building Control Area	BORROLOOLA BUILDING AREA

Building Permits

Application Number:	2 of 6
Description:	House: Lot 15
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	240 square metres
Certification:	Single Dwelling - Full Code - *issued on* 24/06/2004

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

File Number
PA2016/0478

Type
Development

Date Received
27/07/2016

Application Purpose
5 x multiple dwellings in 5 x single storey buildings within a defined flood area

Application Status
Current

Other Affected Parcels
(none found)

Instrument Signed

Instrument Number
DP16/0519

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)

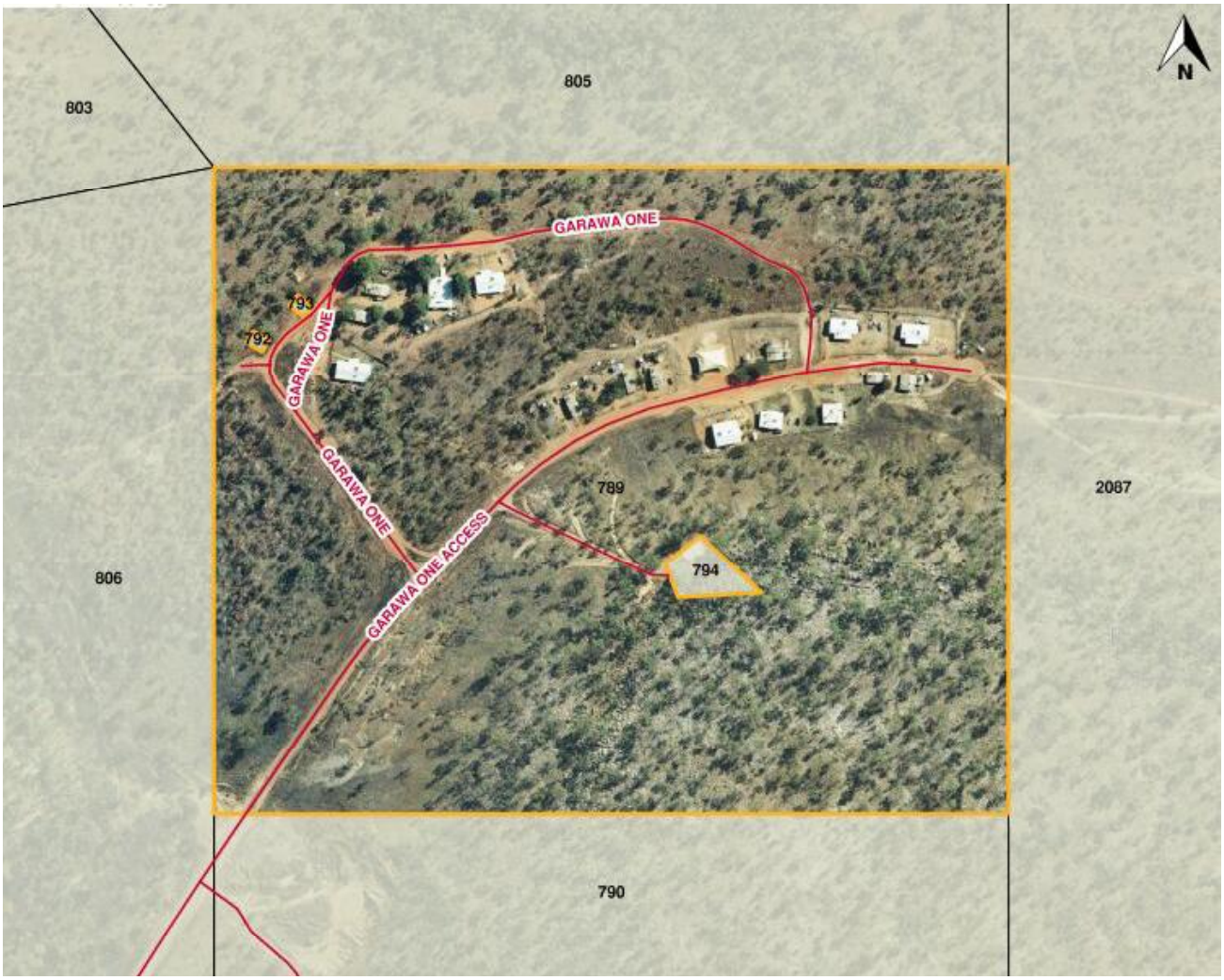
For further information contact Environment Protection Authority or visit the website https://ntepa.nt.gov.au/waste-pollution/contaminated-land

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 Roper Gulf Shire Council


805
803
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GARAWA ONE ACCESS
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790

Yanyula

Date Registered: 12/03/1996 **Volume** 461 **Folio** 124
Duplicate Certificate as to Title issued? Yes

SEARCH CERTIFICATE

CROWN LEASE IN PERPETUITY 00869

Lot 773 Town of Borroloola from plan(s) S 85/052
Area under title is 26 hectares 300 square metres

Owner:
Rrumburriya Malandari Housing Association
of c/- The Public Officer, PMB 159, Borroloola NT 0859

Easements:
Water supply Easement to Power and Water Authority

Registered Date	Dealing Number	Description
		Previous title is **Register Book**CUCL **Volume** 201 **Folio** 066

End of Dealings

Commencement Date: 17th May, 1989

Expiring Date: In Perpetuity

Reservations:

1. Reservations 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 Communal Living and Ancillary.

2. 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;

3. The Lessee may at any time surrender the lease in the manner prescribed under the Crown Lands Act.

4. For the purposes of sections 63 & 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, termination or forfeiture of this lease.

Conditions and Covenants:

1. Subject to the Crown Lands Act the Lessee shall not use the land for a purpose other than the lease purpose.

2. The Lessee shall pay rates and taxes which may at any time become due in respect of the leased land.

3. The Lessee shall by the first day of August, 1985 or within such further time as may be approved in writing by the Minister commence to erect improvements on the leased land at a cost of not less than the sum of Five Hundred and Fifty 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 shall complete the erection of the said improvements at a cost of not less than the said sum and in accordance with the said plans and specifications and in accordance with any Act, Ordinance or Regulations by the First Day of August 1986 or within such further time as may be approved in writing by the Minister, the lessee shall at all times thereafter maintain and repair all buildings and improvements on the leased land at a cost of not less than the said sum all to the satisfaction of the Minister

4. The Lessee shall maintain and keep in repair all existing improvements on the leased land all to the satisfaction of the Minister.

5. The Lessee shall 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 shall contain all details of intended improvements and proposed landscaping.

6. The leased land shall be 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 in writing by the Minister and all such works shall thereafter be maintained to the satisfaction of the Minister.

7. 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 Minister.

8. That no building structure or vehicle shall be situated within eight metres of any road frontage. The setback of area so formed shall 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 approved in writing by the Minister and all such landscaping shall thereafter be maintained to the satisfaction of the Minister.

9. That all water 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 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 shall be provided on the site and shall be easily accessible from any development. Such equipment shall be approved by the Chief Fire Officer and thereafter maintained to the satisfaction of the Minister.

11. The Lessee shall by the first day of August 1985 or within such further time as may be approved in writing by the Minister fence the boundary of the leased land and all such fencing shall thereafter be maintained to the satisfaction of the Minister.

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

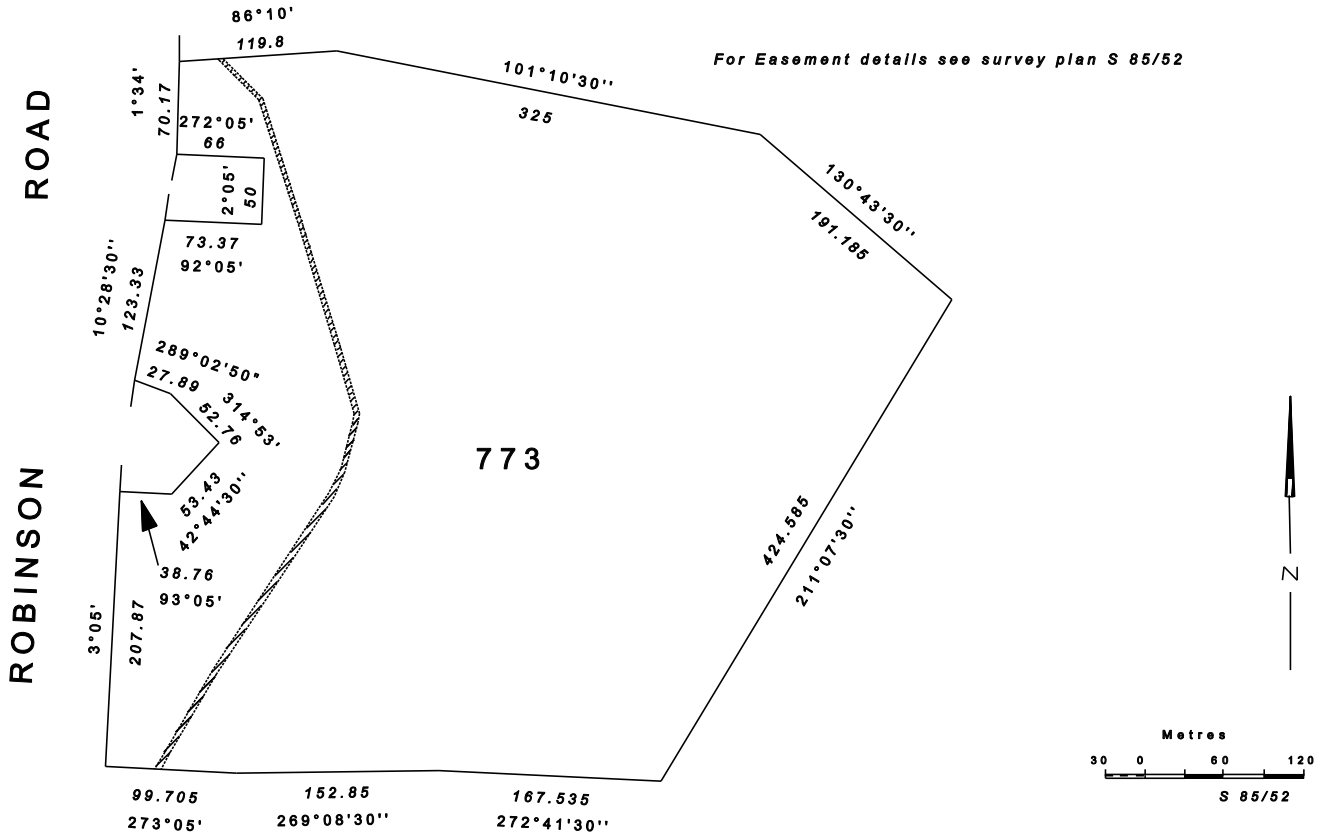
13. That for every ten individual sites or part thereof there shall be provided the following minimal facilities:-

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 females 1 shower with hot and cold water for use by males 1 handbasin with hot and cold water for each closet 1 wash trough with hot and cold water

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

Date Registered: 12/03/1996 **Volume** 461 **Folio** 124

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 00773 Town of Borroloola plan(s) S 85/052

(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 461 124 (order 1)

Tenure Type
CROWN LEASE IN PERPETUITY 869

Tenure Status
Current

Area Under Title
26 hectares 300 square metres

Owners
Rrumburriya Malandari Housing Association
c/- The Public Officer, PMB 159, Borroloola NT 0859

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
CUCL 201 066 (order 1)
Visit the website http://www.nt.gov.au/justice/bdm/land_title_office/

Custodian - Surveyor General (+61 8 8995 5362)

Address
290 ROBINSON RD, BORROLOOLA

Survey Plan
S 85/052

Survey Status
Approved

Parcel Status
CURRENT

Parcel Area
26 hectares, 300 square metres

Map Reference
Code 120 Scale 2500 Sheet 23.36

Parent Parcels
Lot 00589 Town of Borroloola plan(s) S 80/080
Lot 00596 Town of Borroloola plan(s) S 80/080

Parcel Comments
BALANCE OF LOT 589 FOLLOWING SUBDIVISION OF LOT 589 TO FORM LOT 773 & PART OF LOT 772 VIDE S85/52. YANYULA ABORIGINAL COMMUNITY WITHIN THIS LOT. LOTS 836(A) TO 862(A) & ASSOCIATED EASEMENTS OVER PART - PLANS S2006/221A & B. PROPOSED ROAD OPENING - S2007/179.

Survey Comments
(none found)

Proposed Easements
General service to Power and Water Corporation

Municipality
ROPER GULF SHIRE

Region
KATHERINE

Custodian - Valuer General (+61 8 8943 9193)

Owner's Last Known Address
Rrumburriya Malandari Housing Ass, C/- THE PUBLIC OFFICER, PMB 159, BORROLOOLA NT 0859

Parcels in Valuation
Lot 00773 Town of Borroloola

Unimproved Capital Value
$80,000 on 01/07/1997
$50,000 on 01/07/1991

Valuation Improvements
(none found)

Custodian - Property Purchasing (+61 8 8999 6631)

Acquisitions
Acquisition proposal exists, contact Property Purchasing for details.

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

Building Control Areas

BBBOR001 - Building Control Area	BORROLOOLA BUILDING AREA

Building Permits

Application Number:	15 of 18
Description:	House: Lot 31
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	240 square metres
Certification:	Single Dwelling - Full Code - *issued on* 24/06/2004

Application Number:	14 of 18
Description:	House: Lot 30
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	240 square metres
Certification:	Single Dwelling - Full Code - *issued on* 24/06/2004

Application Number:	13 of 18
Description:	House: Lot 22
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	240 square metres
Certification:	Single Dwelling - Full Code - *issued on* 24/06/2004

Application Number:	12 of 18
Description:	House: Lot 19
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	240 square metres
Certification:	Single Dwelling - Full Code - *issued on* 24/06/2004

Application Number:	11 of 18
Description:	House Lot: 16
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	240 square metres
Certification:	Single Dwelling - Full Code - *issued on* 24/06/2004

Application Number:	10 of 18

Description:	House: Lot 32
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	240 square metres
Certification:	Single Dwelling - Full Code - *issued on* 24/06/2004

Application Number:	9 of 18
Description:	House: Lot 6
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	198 square metres
Certification:	Single Dwelling - Full Code - *issued on* 24/06/2004

Application Number:	8 of 18
Description:	House: Lot 3
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	240 square metres
Certification:	Single Dwelling - Full Code - *issued on* 24/06/2004

Application Number:	7 of 18
Description:	House: Lot 1
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	240 square metres
Certification:	Single Dwelling - Full Code - *issued on* 24/06/2004

Application Number:	3 of 18
Description:	Duplex: 2 X 1 Bedroom
Number of Residental Units:	2
Australian Bureau of Statistics Type:	(none found)
Building Class:	House
Area:	147 square metres
Certification:	House - Full Code - *issued on* 07/03/1995

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

File Number
PA2001/0647

Type
Compliance Check

Date Received
04/03/2002

Application Purpose
PROPOSED EXTENSIONS TO CRECHE/CHILD CARE CENTRE

Application Status
Approved

Other Affected Parcels
(none found)

Instrument Signed

Instrument Number

Instrument Issued
Not Complete

Instrument Status

File Number
PA1998/0883

Type
Development

Date Received
07/07/1998

Application Purpose
OFFICE IN PLAYGROUND CENTRE EXHIB DATES 15/7/98 - 29/7/98 RMS98/8534

Application Status
Approved

Other Affected Parcels
(none found)

Instrument Signed
25/08/1998

Instrument Number
DPM98/0028

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)

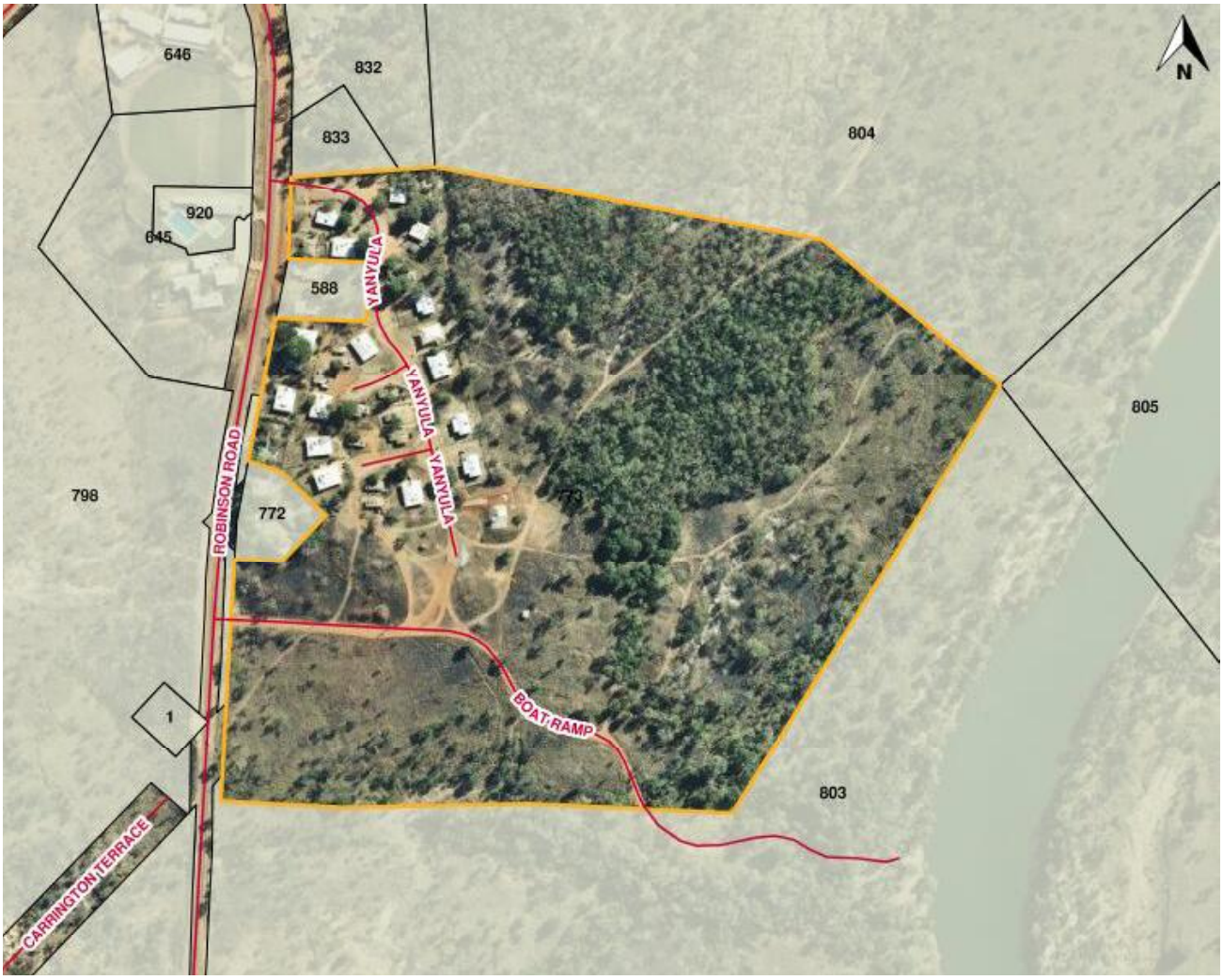
Heritage Listing:

(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 Roper Gulf Shire Council


646
832
833
804
920
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588
YANYULA
YANYULA
YANYULA
805
798
772
773
ROBINSON ROAD
1
BOAT RAMP
803
CARRINGTON TERRACE
N

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REGISTER BOOK

Volume 205 Folio 010

Deputy Registrar General

NORTHERN TERRITORY OF AUSTRALIA

CROWN LEASE PERPETUAL No. 1054

The Minister, in the name of the NORTHERN TERRITORY OF AUSTRALIA (called "the Territory"), under the *Crown Lands Act*, (called "the Act") grants to GARAWA NO 2 HOUSING ABORIGINAL CORPORATION whose address is care of Post Office Box 435 Borroloola NT (called "the Lessee" and which phrase shall include in its meaning the Lessee's administrators and assigns as the case may be) a Crown Lease (called "the lease") of all that land being Lot 790 Town of Borroloola in the Northern Territory of Australia ("the leased land") containing an area of 22.52 hectares or thereabouts as delineated on the plan hereon subject to and in accordance with the reservations, provisions, conditions, covenants and encumbrances set out below:

Reservations

1. Reservation of 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 power of resumption.

Provisions

1. The lease will commence on the SIXTEENTH day of NOVEMBER 1992.

2. The lease will be in Perpetuity.

3. The annual rent for the lease will be nil.

4. The 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.

5. 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.

CUCL/205/010Y

Conditions and Covenants

1. Subject to the Act the Lessee will not use the leased land for a purpose other than the purpose for which it is leased, viz aboriginal residential.

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 in respect of the leased land, 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 matter and harbour for insects, pests and the breeding of mosquitoes.

4. If the Lessee fails to observe and carry out or cause to be observed or carried out the conditions outlined in condition 3 of the lease on his part, the Territory will have a 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.

5. 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.

6. The Lessee will at all times comply with any Planning Instrument and/or Instrument of Determination affecting the leased land.

7. The Lessee will, prior to submitting plans to the Building Authority for building approval, submit detailed plans of and relating to the development, to the Department of Lands and Housing, for approval.

SIGNED SEALED and DELIVERED by EDWARD TREVOR GARGAN Trevor Gargan SEAL the Delegate of the Minister

In the presence of - M. Thomsen

IN WITNESS whereof the Common Seal of GARAWA NO 2 HOUSING ABORIGINAL CORPORATION was hereunto affixed the TENTH day of NOVEMBER 1992

GARAWA NO.2 HOUSING ABORIGINAL CORPORATION * Common Seal

GARAWA No. 2 HOUSING ABORIGINAL INC. * Common Seal

In the presence of

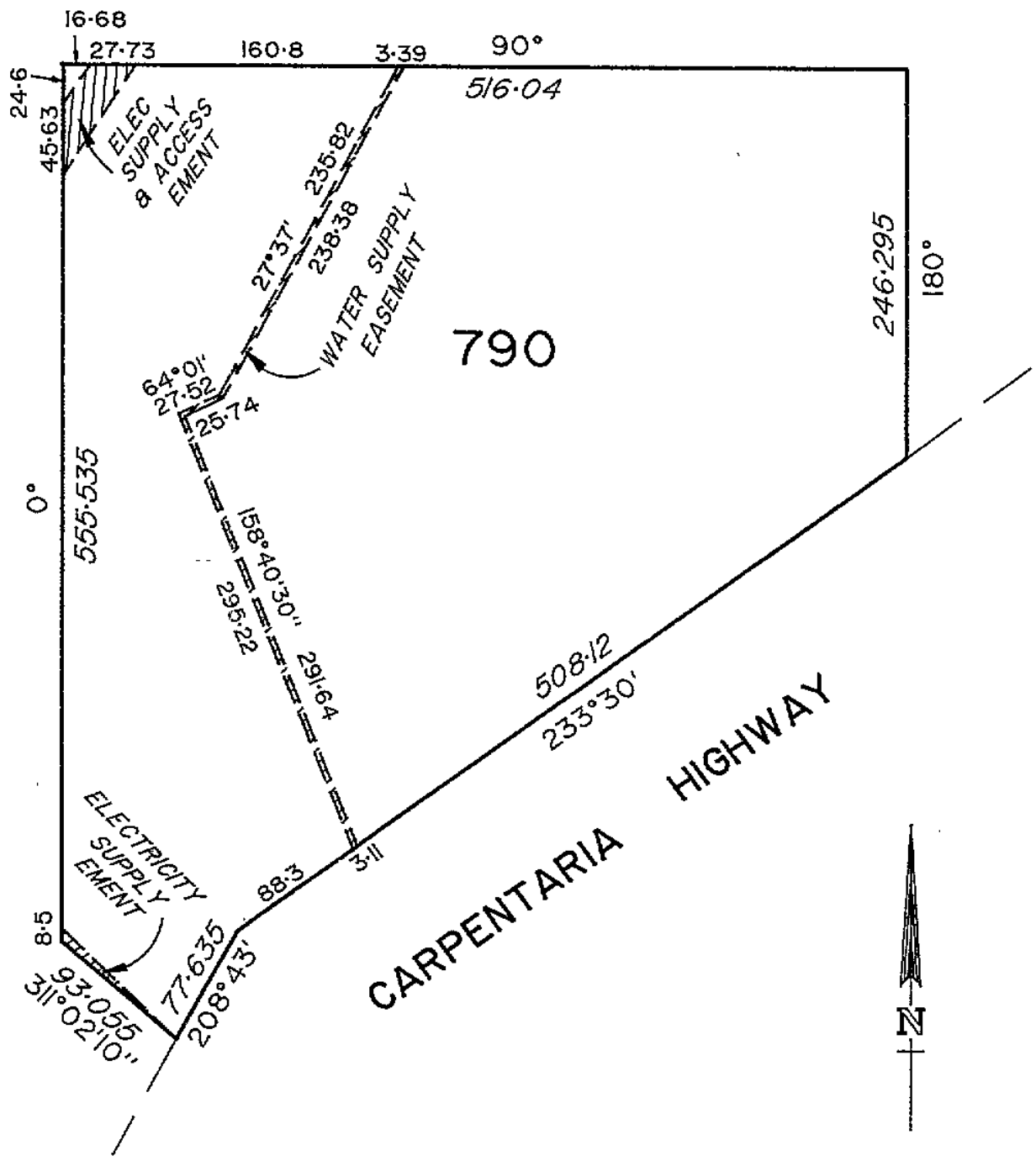
FRANK SHADFORTH—CHAIRMAN
(Full name and designation in block Letters)

F. Shadforth
(and Signature)

LINDA MAWSON - SECRETARY
(Full name and designation in block letters)

L Mawson
(and Signature)

PLAN REFERRED TO



METRES
50 0 50 100 150

S89/374B

ENCUMBRANCES REFERRED TO:

As to the land hatched on the said plan; any easements, rights, powers or privileges for the purpose of water supply, electricity supply and access required by the Power and Water Authority.

The electricity supply easement is subject to a height restriction of 12 metres above the natural surface.

I certify that this Lease is correct for execution.

J Mezzi

Acting Surveyor-General, N.T.

CUCL/205/010Y

P920/93

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

Government Printer of the Northern Territory

Title CUCL 205/010

Viewed at 13:10:49 on 31/10/2016 by 32GPL.

Date Registered: 12/03/1993 **Volume** 205 **Folio** 010
Duplicate Certificate as to Title issued? Yes

SEARCH CERTIFICATE

CROWN LEASE IN PERPETUITY 01054

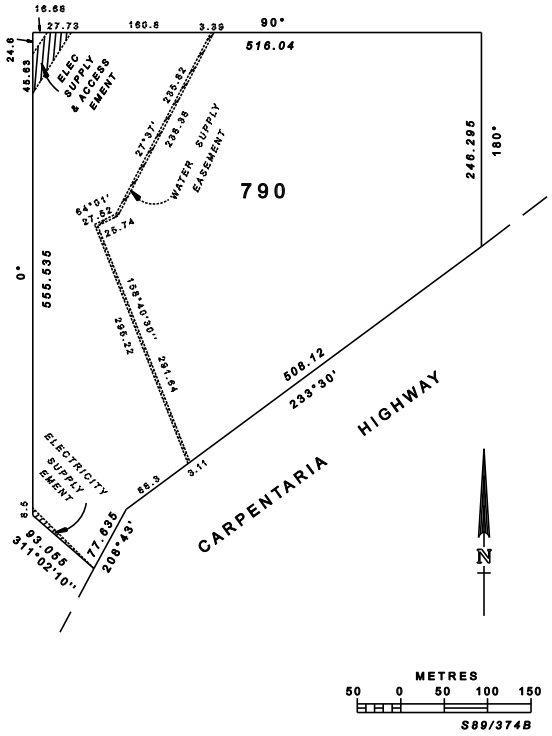
Lot 790 Town of Borroloola from plan(s) S 89/374B
Area under title is 22 hectares 5200 square metres

Owner:
Garawa No 2 Housing Aboriginal Corporation
of PO Box 435, Borroloola NT 0854

Easements:
Water supply Easement to Power and Water Authority
Electricity supply Easement to Power and Water Authority
Access Easement to Power and Water Authority

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: Lot 00790 Town of Borroloola plan(s) S 89/374B

(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
CUCL 205 010 (order 1)

Tenure Type
CROWN LEASE IN PERPETUITY 1054

Tenure Status
Current

Area Under Title
22 hectares 5200 square metres

Owners
Garawa No 2 Housing Aboriginal Corporation
PO Box 435, Borroloola NT 0854

Easements
Access Easement to Power and Water Authority
Water supply Easement to Power and Water Authority
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
(none found)
Visit the website http://www.nt.gov.au/justice/bdm/land_title_office/

Custodian - Surveyor General (+61 8 8995 5362)

Address
BORROLOOLA

Survey Plan
S 89/374B

Survey Status
Approved

Parcel Status
CURRENT

Parcel Area
22 hectares, 5200 square metres

Map Reference
Code 120 Scale 2500 Sheet 23.35
Code 120 Scale 2500 Sheet 23.36

Parent Parcels
Lot 00680 Town of Borroloola plan(s) S 85/021

Parcel Comments
SUBDN OF LOT 680 FOR GARAWA NO 2 CAMP VIDE S89/374. PROPOSED LOTS 902(A)- 904(A), 906(A)-917(A)S2006/224.

Survey Comments
(none found)

Proposed Easements
(none found)

Municipality
ROPER GULF SHIRE

Region
KATHERINE

Custodian - Valuer General (+61 8 8943 9193)

Owner's Last Known Address
Garawa No 2 Housing Aboriginal Co, PO BOX 435, BORROLOOLA NT 0854

Parcels in Valuation
Lot 00790 Town of Borroloola

Unimproved Capital Value
$50,000 on 01/07/1997

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

BBBOR001 - Building Control Area	BORROLOOLA BUILDING AREA

Building Permits

Application Number:	1 of 2
Description:	Alterations to 9 Houses
Number of Residental Units:	0
Australian Bureau of Statistics Type:	Separate House
Building Class:	House
Area:	324 square metres
Certification:	House - Full Code - *issued on* 08/06/1993

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

File Number
PA2016/0479

Type
Development

Date Received
27/07/2016

Application Purpose
5 x multiple dwellings within a defined flood area

Application Status
Current

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	(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 Roper Gulf Shire Council

Pine Creek Compound

429/1.

Lodged at the Registrar General's Office

335325

on at

by .....

Duplicate title to .....

NORTHERN TERRITORY OF AUSTRALIA

NOTICE OF A RIGHT TO A GRANT OF INTEREST

The Minister, under the *Crown Lands Act*, 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.

	Location	Parcel	Area	Plan
Land:	Town of Pine Creek	Lot 179	6190m²	S83/267
Details of the Interest:	Estate in Fee Simple			
Commencing:	N/A			
Expiring:	N/A			
Person who possesses the right to a grant:	Name:	The Pine Creek Aboriginal Advancement Association		
	Address:	PO Box 106 Pine Creek NT 0847		
Means by which the right to grant arose:	Sections 9(1), 10(1) and 12(3) of the *Crown Lands Act*			
Reservations, Covenants and Encumbrances:	All reservations and rights to which this grant is made subject by the *Crown Lands Act.*			
Easements:	Nil			

Signed by JOHN MAURICE PINNEY the Delegate of the Minister

Witness: M. Thomas

Date 26/ 7 /1995

31-7-95 14:14

Registered on at

335325

DEPARTMENT OF LANDS, PLANNING AND ENVIRONMENT

NT Government Building
GPO Box 1571
KATHERINE NT 0851
Telephone No.: (089) 73 8512
Facsimile No.: (089) 73 8999

Our ref: CLT 325
Your ref:

Northern Territory Attorney-General's
Department
GPO Box 3021
DARWIN NT 0801

Attention: Registrar-General

Attached for registration is a Notice of a Right to a Grant of Interest to effect the issue of an Estate in Fee Simple over Lot 179, Town of Pine Creek.

Lot 179 was previously held under Crown Lease Term No. 325 which has since expired.

The subject land was previously unalienated Crown land and was not subject to to a claim under the *Aboriginal Land Rights (NT) Act*.

The relevant Survey Plan No. S83/267 was approved on 22 March 1984.

RICHARD MORRIS
for Suveyor-General

July 1995

Northern Territory Government

PLT 325

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

LAB 26/7/95

No.	(B) Description of Instrument or Document	Registered Number	Fee
1	N.G. LOT 179 PINE CREEK	335325	

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.

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**

CODE 1 =

CODE 11 =

CODE 9 =

Government Printer of the Northern Territory 36-33

Viewed at 11:11:18 on 01/11/2016 by 32GPL.

FORM 9

Section 95

No. 335326

NORTHERN TERRITORY OF AUSTRALIA

335326

LODGED AT THE REGISTRAR-GENERAL'S OFFICE

ON 26/7/95 AT .....

BY LAB CORRECTION TO .....

FEE $90.00 RECEIPT .....

DUPLICATE TITLE TO .....

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.

(NOTE 1 & 3)

LAND

Register	Volume	Folio	Location	Parcel	Plan	Unit
CUFT			Town of Pine Creek	Lot 179	S83/267	--

(NOTE 4)

STATUTORY AUTHORITY IMPOSING THE RESTRICTION

Associations Incorporation Act Section 26A	Date: 1-3-90

(NOTE 5 & 6)

EXTENT OR NATURE OF RESTRICTION

Prescribed Property

(NOTE 7)

BRIAN DOBIE

.....

Signed by the applicant on

(Date) 26/7/95

In the presence of .....

MARGARET MORRISSEY
Commissioner For Oaths (N.T.)
Phone: 89 6649

(NOTE 8)

31-7-95. 4.14

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

.....

Correct for the purposes of the Real Property Act

(NOTE 9)

Appl.

Real Property Regulations

ITEM(S) DELIVERED - POSTED
IN ACCORDANCE WITH DELIVERY INSTRUCTIONS

Item	Agent/RGO Box No.	Delivery Date	*Postage Number	Initials

* Fill our Postage Number if Items are Returned by Certified Mail

LIS UPDATED

Examiner to Initial

SCHEDULE OF NOTES

1. The memorandum is lodged as an original only and must be typed or completed in ink or biro. Consents are not required if the title is the original grant under the Crown Lands Act or if the land, being already the subject of a title, is being transferred by the Northern Territory of Australia or the Commonwealth of Australia.

2. If there is insufficient space in any panel use the space above or an annexure sheet (Form 53.

3. If the memorandum affects part of the land in a title an approved Survey Plan deposited with the Registrar-General may be referred to. An accurate title reference and land description is essential.

4. Full name only of the Government Authority lodging the memorandum (e.g. The Northern Territory Minister for Lands, Housing and Local Government or the Commonwealth Minister for Administrative Services).

5. A description of the characteristics (e.g. propensity towards flooding, presence of unexploded bombs or ordnance, presence of rubbish disposal or landfill sites) which may adversely affect the use or occupation of the land.

6. The registered number of the dealing and the name of the lender etc. consenting to the notice should be shown (i.e. No. 12345 - Mortgage - Commonwealth Bank).

7. The memorandum may be signed by the Delegate of the Minister.

   The owner of the land should print his name as well as sign it unless Note 1 applies.

   The owners of all registered interests (other than the Crown) must sign the memorandum.

   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 to it by law.

   After witnessing the signing of the document, witnesses shall illegibly write, type or stamp their name and contact address or telephone number below their own signature.

   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 person qualified to do so in that place under the Oaths Act (N.T.).

8. To be signed by a Practitioner of the Supreme Court of the Northern Territory or by the applicant.

CT 325

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

LANDS 26/7/95

No.	(B) Description of Instrument or Document	Registered Number	Fee
2	NR LOT 179 PINE CREEK	335326	90 00

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.

Cheque No. ..... SUB - TOTAL

Cash ..... CERTIFIED MAIL

Other ..... **TOTAL** 90 00

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:

CODE 1 = [redacted]

CODE 11 =

CODE 9 = 560795

Government Printer of the Northern Territory 36-33

Viewed at 10:11:44 on 01/11/2016 by 32GPL.

Date Registered: 08/08/1984 **Volume** 195 **Folio** 091
Duplicate Certificate as to Title issued? Yes

Title is Cancelled

SEARCH CERTIFICATE

CROWN LEASE TERM 00325

Lot 179 Town of Pine Creek from plan(s) S 83/267
Area under title is 6190 square metres

Owner:
Aboriginal Development Commission
of Bonner House, Woden Town Centre, Woden A.C.T.

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: Lot 00179 Town of Pine Creek plan(s) S 83/267

(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 429 001 (order 1)

Tenure Type
ESTATE IN FEE SIMPLE

Tenure Status
Current

Area Under Title
6190 square metres

Owners
The Pine Creek Aboriginal Advancement Association
PO Box 106, Pine Creek NT 0847

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 195 091 (order 1)
Visit the website http://www.nt.gov.au/justice/bdm/land_title_office/

Custodian - Surveyor General (+61 8 8995 5362)

Address
PINE CREEK

Survey Plan
S 83/267

Survey Status
Approved

Parcel Status
CURRENT

Parcel Area
6190 square metres

Map Reference
Code 625 Scale 2500 Sheet 36.21
Code 625 Scale 2500 Sheet 37.21

Parent Parcels
(none found)

Parcel Comments
ABORIGINAL CAMP SITE VIDE S83/267. PT OF LOT 179 IS LAND RELEASED BY ANR TO NT OF AUST VIDE S84/1000(1)/129. PROPOSED SEWERAGE EASEMENT SURVEY - S89/247.

Survey Comments
(none found)

Proposed Easements
Sewerage to Power and Water Corporation

Municipality
VICTORIA - DALY SHIRE

Region
KATHERINE

Custodian - Valuer General (+61 8 8943 9193)

Owner's Last Known Address
The Pine Creek Aboriginal Advance, PO BOX 106, PINE CREEK NT 0847

Parcels in Valuation
Lot 00179 Town of Pine Creek

Unimproved Capital Value
$150,000 on 01/07/2015
$150,000 on 01/07/2012
$50,000 on 01/07/2010
$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
BBPCK001 - Building Control Area PINE 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
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
(none found)

Custodian - Power and Water Corporation (1800 245 092)

Meters on Parcel

Power Water - Electricity	7
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 https://nt.gov.au/property/land/heritage-register-search-for-places-or-objects

Other Interests

For Account balances, contact Victoria Daly Shire Council

N
286
309
179
294
295

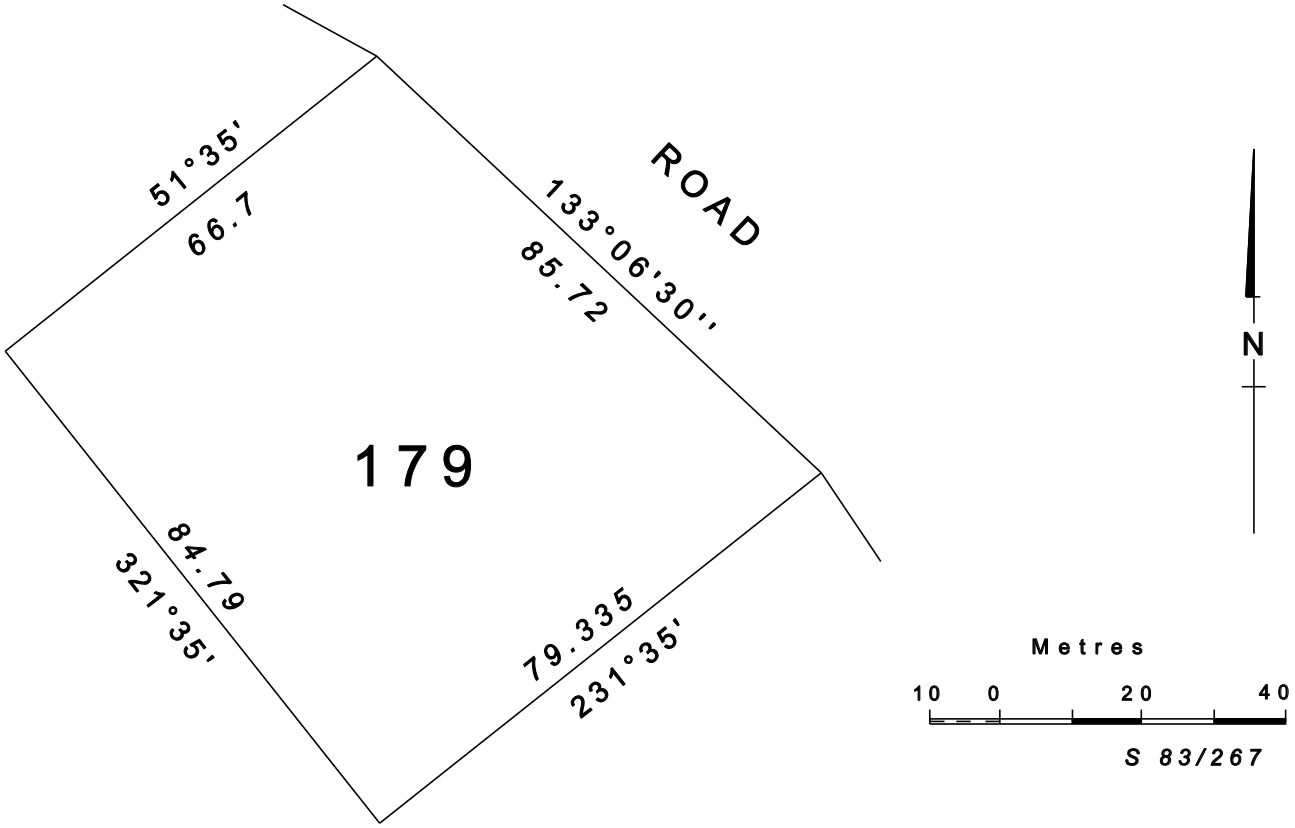
Date Registered: 31/07/1995 **Volume** 429 **Folio** 001
Duplicate Certificate as to Title issued? Yes

SEARCH CERTIFICATE

Lot 179 Town of Pine Creek from plan(s) S 83/267
Area under title is 6190 square metres

Owner:
The Pine Creek Aboriginal Advancement Association
of PO Box 106, Pine Creek NT 0847

Registered Date	Dealing Number	Description
		Previous title is **Register Book**CUCL **Volume** 195 **Folio** 091
31/07/1995	335326	Statutory Notice - Prescribed Property
31/07/1995	335325	Notice of a Right to a Grant of Interest
End of Dealings		



NORTHERN TERRITORY OF AUSTRALIA

Record of Administrative Interests and Information

Record of Administrative Interests and Information
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Parcel Reference: Lot 00179 Town of Pine Creek plan(s) S 83/267

(See section 38 of the Land Title Act)

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Registrar General

Government Land Register
(none found)

Custodian - Registrar General (+61 8 8999 6252)

Current Title
CUFT 429 001 (order 1)

Tenure Type
ESTATE IN FEE SIMPLE

Tenure Status
Current

Area Under Title
6190 square metres

Owners
The Pine Creek Aboriginal Advancement Association
PO Box 106, Pine Creek NT 0847

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 195 091 (order 1)
Visit the website http://www.nt.gov.au/justice/bdm/land_title_office/

Custodian - Surveyor General (+61 8 8995 5362)

Address
PINE CREEK

Survey Plan
S 83/267

Survey Status
Approved

Parcel Status
CURRENT

Parcel Area
6190 square metres

Map Reference
Code 625 Scale 2500 Sheet 36.21
Code 625 Scale 2500 Sheet 37.21

Parent Parcels
(none found)

Parcel Comments
ABORIGINAL CAMP SITE VIDE S83/267. PT OF LOT 179 IS LAND RELEASED BY ANR TO NT OF AUST VIDE S84/1000(1)/129. PROPOSED SEWERAGE EASEMENT SURVEY - S89/247.

Survey Comments
(none found)

Proposed Easements
Sewerage to Power and Water Corporation

Municipality
VICTORIA - DALY SHIRE

Region
KATHERINE

Custodian - Valuer General (+61 8 8943 9193)

Owner's Last Known Address
The Pine Creek Aboriginal Advance, PO BOX 106, PINE CREEK NT 0847

Parcels in Valuation
Lot 00179 Town of Pine Creek

Unimproved Capital Value
$150,000 on 01/07/2015
$150,000 on 01/07/2012
$50,000 on 01/07/2010
$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
BBPCK001 - Building Control Area PINE 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
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
(none found)

Custodian - Power and Water Corporation (1800 245 092)

Meters on Parcel

Power Water - Electricity	7
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
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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 Victoria Daly Shire Council

N
286
309
179
294
295

Mulggan

CUFT/246/186L

REGISTER BOOK

VOLUME 246 FOLIO 186

COMMONWEALTH OF AUSTRALIA REGISTRAR-GENERAL

ABORIGINAL LAND RIGHTS (NORTHERN TERRITORY) ACT 1976

SECTION 12

DEED OF GRANT

WHEREAS an Aboriginal Land Trust by the name of the MATARANKA 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 MATARANKA 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 1072.7 hectares more or less being Northern Territory Portions 3858 and 3859 and being more particularly shown on Survey Plans S90/170A and B 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 Homestead Road, 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 Survey Plan S90/170B

Viewed at 10:11:29 on 01/11/2016 by 32GPL.

681/92

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

Governor-General

Date Registered: 05/12/1991 **Volume** 246 **Folio** 186
Duplicate Certificate as to Title issued? Yes

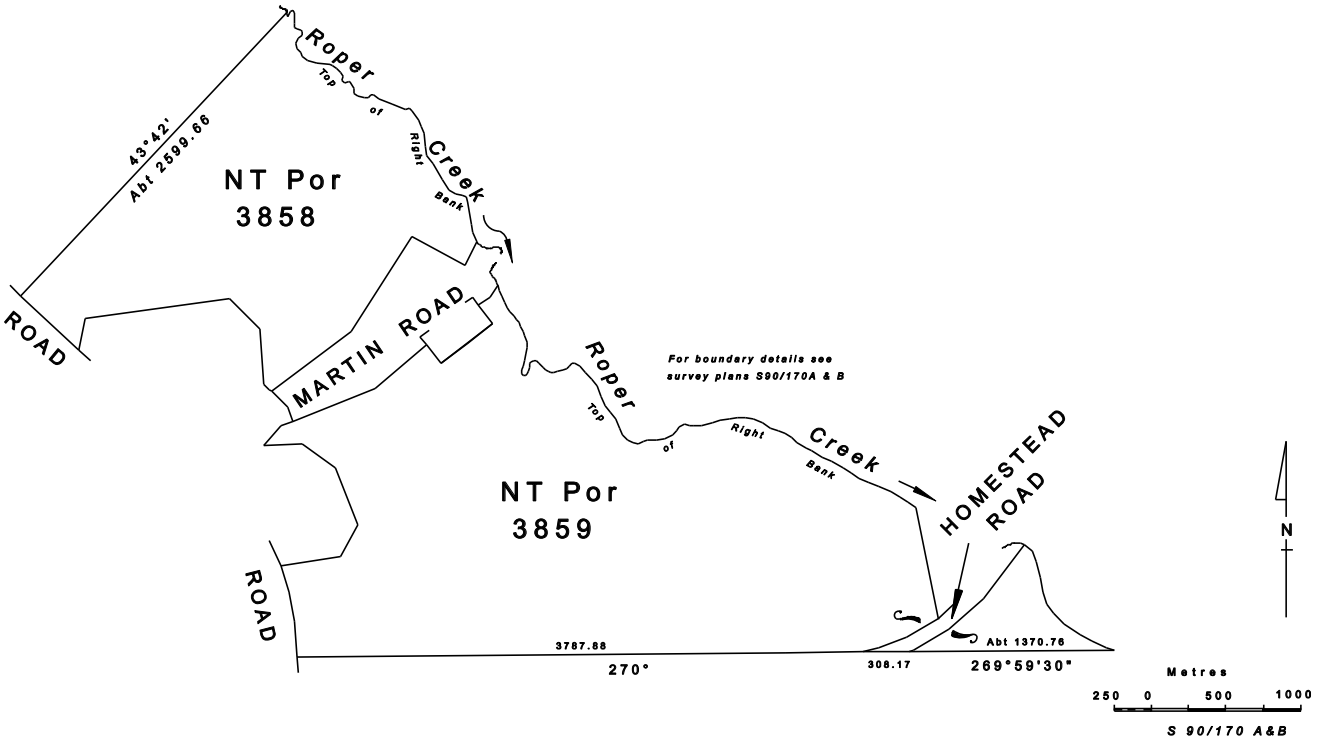
SEARCH CERTIFICATE

N.T. Portion 3858 from plan(s) S 90/170A
N.T. Portion 3859 from plan(s) S 90/170A
Area under title is 10 square kilometres 72 hectares 7000 square metres

Owner:
Mataranka Aboriginal Land Trust
of C/- Northern Land Council, 9 Rowlings 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 03858 plan(s) S 90/170A

(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 246 186 (order 1)

Tenure Type
ESTATE IN FEE SIMPLE

Tenure Status
Current

Area Under Title
10 square kilometres 72 hectares 7000 square metres

Owners
Mataranka Aboriginal Land Trust
C/- Northern Land Council, 9 Rowlings 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
87 MARTIN RD, MATARANKA

Survey Plan
S 90/170A

Survey Status
Approved

Parcel Status
CURRENT

Parcel Area
3 square kilometres, 58 hectares, 5000 square metres

Map Reference
Code 490 Scale 2500 Sheet 28.40
Code 107 Scale 5000 Sheet 14.11
Code 107 Scale 5000 Sheet 15.11
Code 490 Scale 5000 Sheet 15.20

Parent Parcels
(none found)

Parcel Comments
(none found)

Survey Comments
MATARANKA LAND CLAIM-AREA 1-JUNCTION OF URAPUNGA & BIRDUM S/ROUTES SURVEY ON PLANS A & B.

Proposed Easements
(none found)

Municipality
ROPER GULF SHIRE

Region
KATHERINE

Custodian - Valuer General (+61 8 8943 9193)

Owner's Last Known Address
MATARANKA ABORIGINAL LAND TRUST, C/-NORTHERN LAND COUNCIL

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
(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
(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)

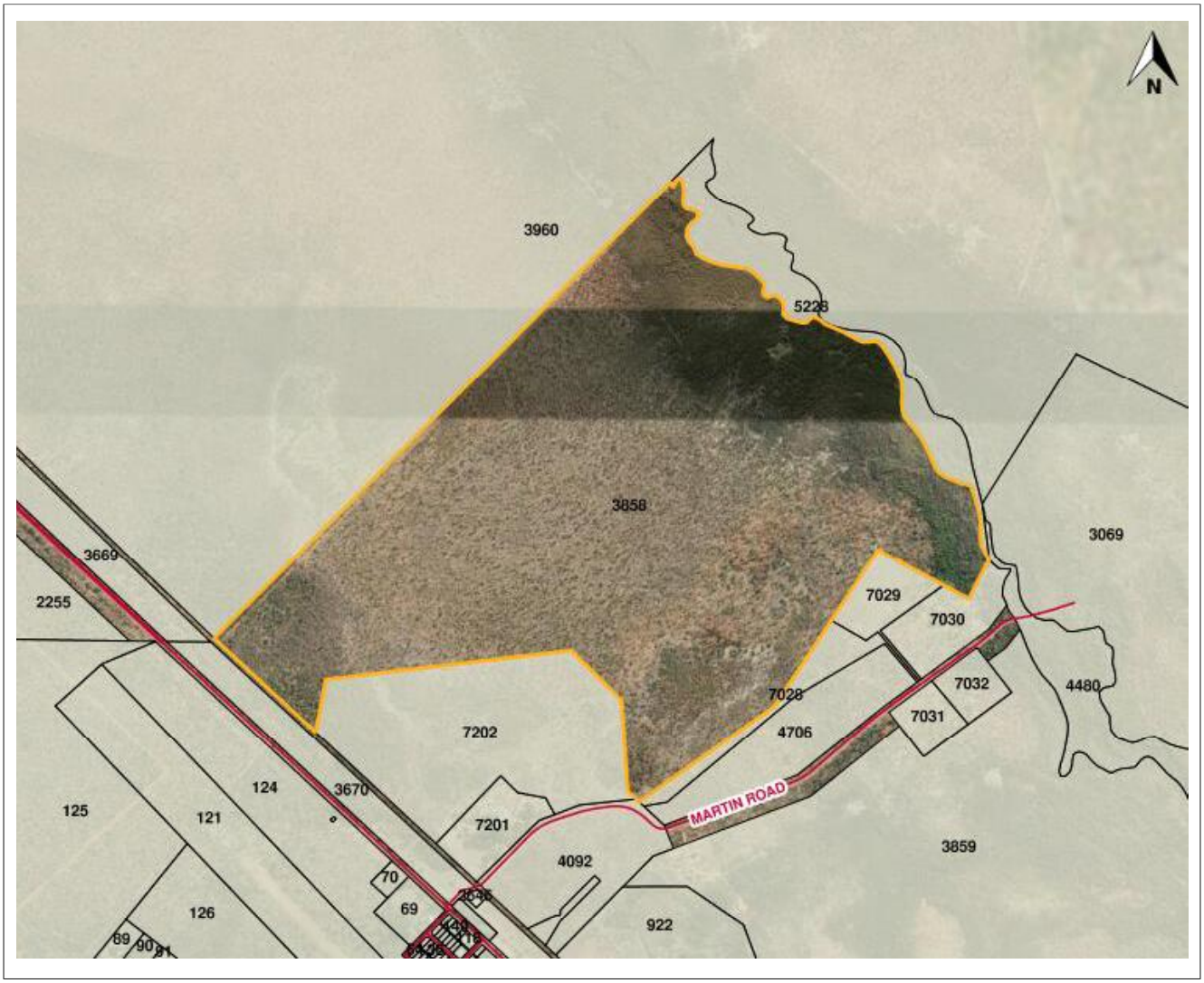
For further information on heritage places contact Heritage Branch or visit the website http://www.dlpe.nt.gov.au/heritage

Other Interests

For Account balances, contact Roper Gulf Shire Council

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

Aboriginal Land Claim. Contact Land Administration on 8999 6827.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125
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7201
MARTIN ROAD
3859
4092
70
69
126
922
89
90

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 03859 plan(s) S 90/170A

(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 246 186 (order 1)

Tenure Type
ESTATE IN FEE SIMPLE

Tenure Status
Current

Area Under Title
10 square kilometres 72 hectares 7000 square metres

Owners
Mataranka Aboriginal Land Trust
C/- Northern Land Council, 9 Rowlings 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
170 MARTIN RD, MATARANKA

Survey Plan
S 90/170A

Survey Status
Approved

Parcel Status
CURRENT

Parcel Area
7 square kilometres, 14 hectares, 2000 square metres

Map Reference
Code 490 Scale 2500 Sheet 28.40
Code 490 Scale 5000 Sheet 14.20
Code 490 Scale 5000 Sheet 15.20
Code 107 Scale 5000 Sheet 15.11
Code 490 Scale 5000 Sheet 16.20

Parent Parcels
(none found)

Parcel Comments
(none found)

Survey Comments
MATARANKA LAND CLAIM-AREA 1-JUNCTION OF URAPUNGA & BIRDUM S/ROUTES SURVEY ON PLANS A & B.

Proposed Easements
(none found)

Municipality
ROPER GULF SHIRE

Region
KATHERINE

Custodian - Valuer General (+61 8 8943 9193)

Owner's Last Known Address
MATARANKA ABORIGINAL LAND TRUST, C/-NORTHERN LAND COUNCIL

Parcels in Valuation
N.T. Portion 03859

Unimproved Capital Value
$50,000 on 01/07/1997
$50,000 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

Application Number:	1 of 1
Description:	2 SHELTERS & ABLUTION BLOCK
Number of Residental Units:	0
Australian Bureau of Statistics Type:	(none found)
Building Class:	Out building
Area:	170 square metres
Certification:	Out building - Full Code - *issued on* 28/04/1993

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
(none found)

Custodian - Power and Water Corporation (1800 245 092)

Meters on Parcel

Power Water - Electricity	13
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)

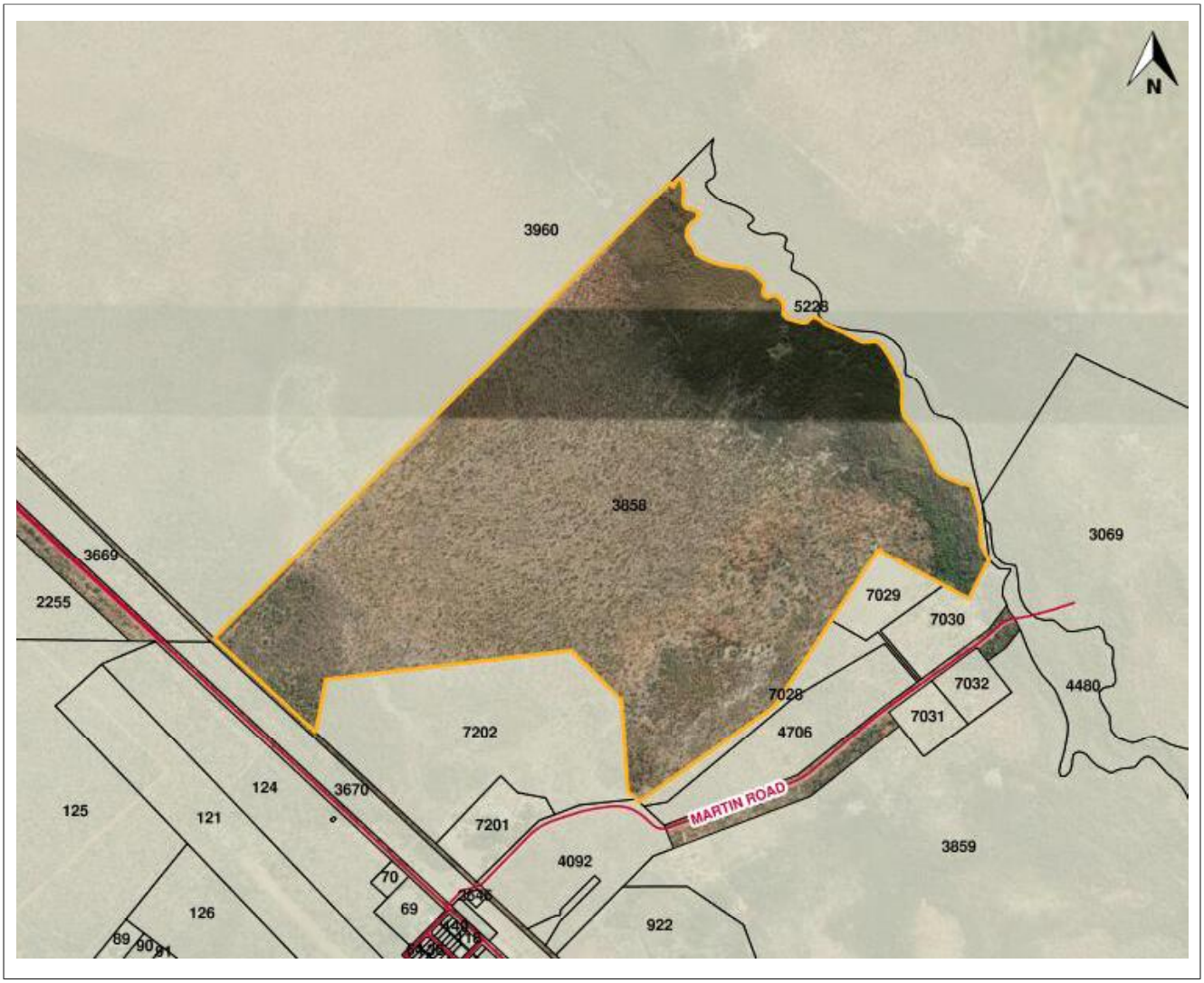
For further information on heritage places contact Heritage Branch or visit the website http://www.dlpe.nt.gov.au/heritage

Other Interests

For Account balances, contact Roper Gulf Shire Council

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

Aboriginal Land Claim. Contact Land Administration on 8999 6827.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3669
2255
7029
7030
7032
4480
7028
7031
4706
7202
124
3670
125
121
7201
MARTIN ROAD
3859
4092
70
69
126
922
89
90

Aper Alwerrknge (Palmers)

Form 31

Section 65

Land Title Act

REGISTRAR-GENERAL'S DIRECTIONS

NORTHERN TERRITORY OF AUSTRALIA

Not liable to stamp duty in the Northern Territory
Commissioner of Taxes use only
(NOTE 1)
for Commissioner of Territory Revenue
24/3/10

DL00728335D

Dealing Number: 728335 Lodged 08/06/2010 at 16:34:02
Dealing Type: LS By CASH
Volume 622 Folio 260 Fee $ 155.00 Receipt 347413

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	260	Town of Alice Springs	Lot 5180	S78/058	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 5180 Town of Alice Springs on plan S78/058. (NOTE 5)

			(NOTE 6)
MARKET RENT UNDER THE LEASE	$1.10 if demanded	GST Amount $0.10	
OTHER CONSIDERATION (Include Nil or Nominal Rent)	Nil	GST Amount Nil	

OWNER: Aper-Alwerrknge 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 At 09:12

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.

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

Aper Alwerrknge 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 459 held by Aper Alwerrknge 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 459.

Proposed Lessee:	Executive Director of Township Leasing
Tenement:	Lot 5180, Town of Alice Springs Approved survey plan S 78/058
Permitted use:	Aboriginal communal living

Yours sincerely

DELIA LAWRIE

29.7.09

Northern Territory Government

00347413

DEPARTMENT OF JUSTICE (ABN 84 085 734 992)
REGISTRAR-GENERAL'S OFFICE
NICHOLS PLACE
GPO BOX 3021
DARWIN NT 0801
Enquiries : 8999 6252

Priority of Lodgement	/

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 728335

If paper title exists enter

Volume _____

Folio _____

Description	GST Incl Amount
SUBLEASE (LOT 5180 / ALICE SPRINGS)	155.00

3021/10

Total Cost excl GST	$155.00
Total GST	$0.00
Total Invoice	$155.00

Payment Details

CHEQUE (004370 RBA CANBERRA (092009))

Sublease

Aper-Alwerrknge Association Incorporated

and

Executive Director of Township Leasing

and

Northern Territory of Australia

and

Chief Executive Officer (Housing)

Viewed at 12:10:14 on 26/10/2016 by 32GPL.

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Sublease

Date 3 December 2009

Parties

1. Aper-Alwerrknge Association Incorporated, incorporated under the Associations Act, ABN 87 235 095 058 ("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

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(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.

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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;

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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

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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 R. K JP K 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:

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(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);

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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;

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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;

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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:

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(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;

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(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.

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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.

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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 R.K JP 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 R.K 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. JP

(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.

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(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.

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(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

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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.

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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

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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.

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(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.

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(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.

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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.

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(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

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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.

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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

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(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:

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(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

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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:

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(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**).

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(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.

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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.

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(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.

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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.

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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.

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(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.

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(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;

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(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.

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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.

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Schedule - Sublease particulars

Item:		Particulars:
1.	**Living Area** (clause 1.1)	The whole of the land described in Certificate of Title Volume 622 Folio 260 being Lot 5180 Town of Alice Springs on plan S78/058 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: Aper-Alwerrknge 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

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		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 "Future Lot P2" and "Lot 9610(A)".

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Executed as a deed.

Executed by **Aper-Alwerrknge Association Incorporated** in accordance with its constitution by:

Signature

ROBERT KOPP
Print Name

PRESIDENT
Position

Signature

Janice Palmer
Print Name

VICE PRESIDENT
Position

Signature

Print Name

Position

Signature

Print Name

Position

31.07.2009
Date

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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

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

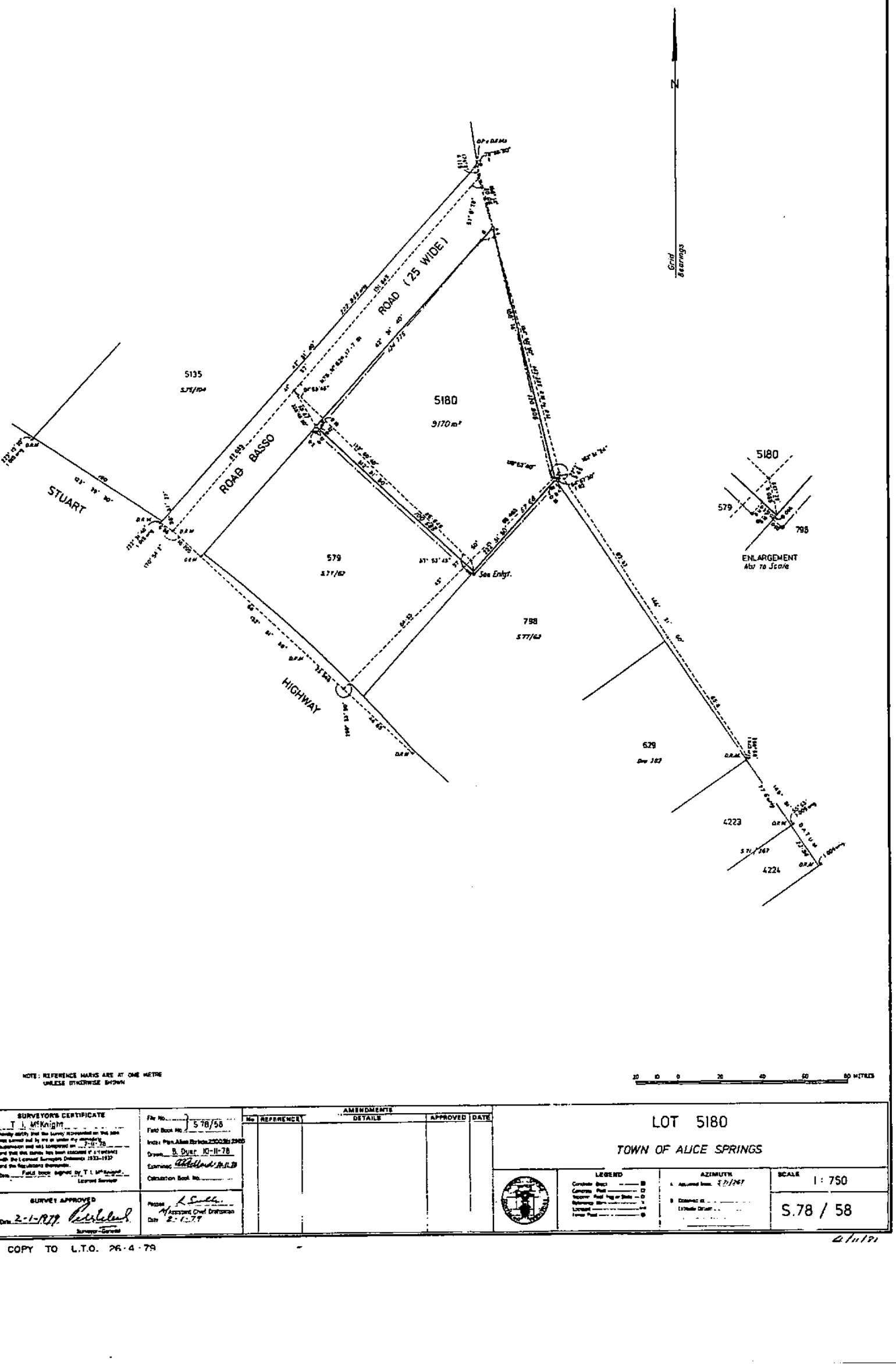
.....
Chief Executive Officer (Housing)

D J Ritchie
Chief Executive
Print name

3 DEC 2009
.....
Date

Sublease

Annexure 1 - Living Area



Survey Plan S 78/058

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Annexure 2 - Form 78 Non Lapsing Caveat

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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.

Annexure 3 - Form 93 General Consent

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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.

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PRIVACY STATEMENT – LAND REGISTER FORMS

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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.

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Annexure 4 - Community Land

Viewed at 12:10:14 on 26/10/2016 by 32GPL.

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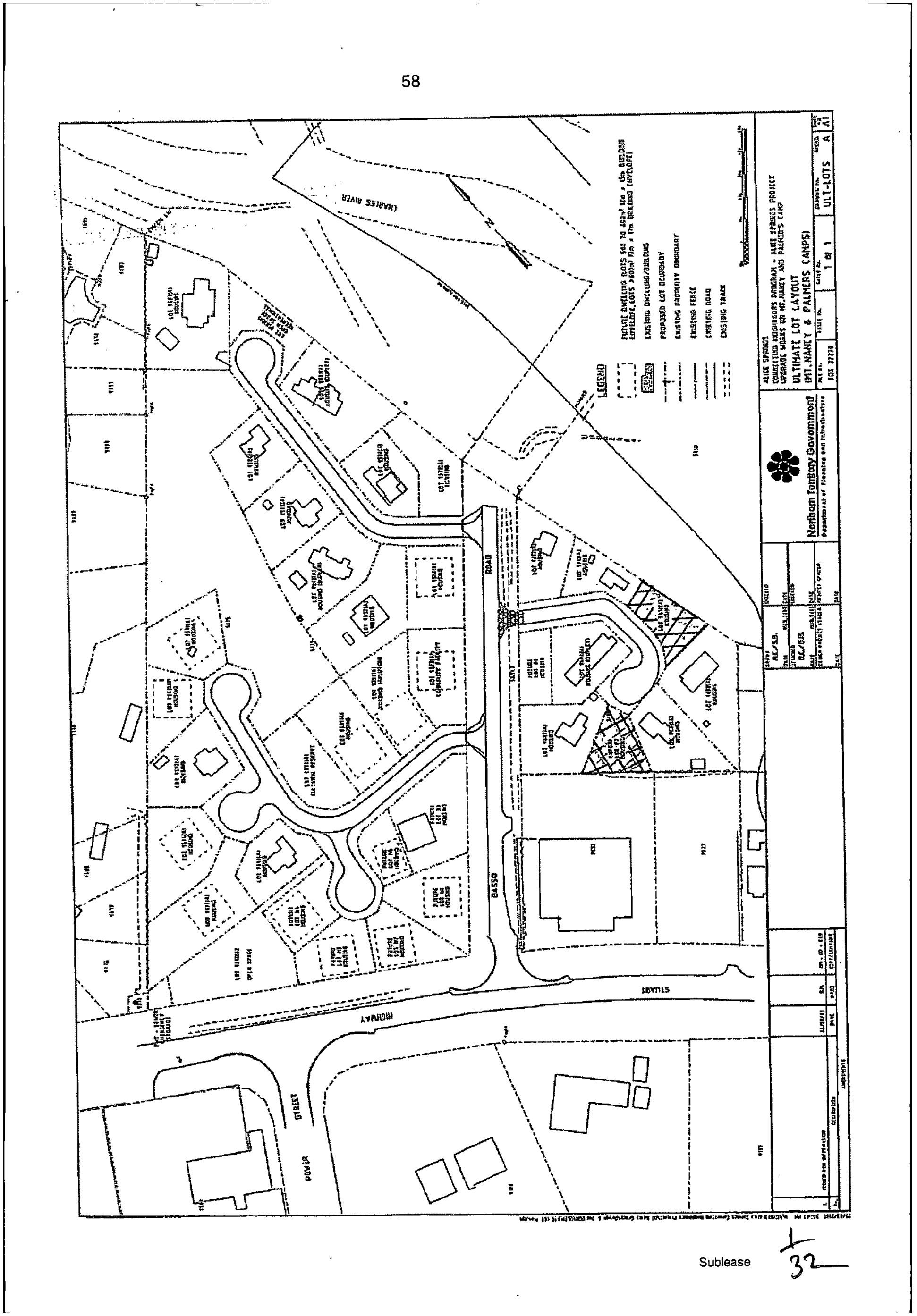

Sublease

1
32

Form 32 Section 65

Land Title Act
REGISTRAR-GENERAL'S DIRECTIONS

NORTHERN TERRITORY OF AUSTRALIA

DL00728355D

Dealing Number: 728355 Lodged 09/06/2010 at 10:43:31
Dealing Type: UL By CASH
Volume 747 Folio 786 Fee $ 155.00 Receipt 347414

Commissioner of Taxes use only
Not liable to stamp duty in the Northern Territory (Notary)
for Commissioner of Territory Revenue
29/5/10

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: 728335 (NOTE 4)

Register	Volume	Folio	Location	Lot Description	Plan	Unit
CUFT	~~622~~ 747	~~260~~ 786	Town of Alice Springs	Lot 5180	S78/058	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 5180 Town of Alice Springs on plan S78/058. (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 10:49

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

Aper-Alwerrknge (SPL 459)

Executive Director of Township Leasing

and

Northern Territory of Australia

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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;

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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

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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);

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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;

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(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;

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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);

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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;

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(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

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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.

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(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.

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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,

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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.

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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.

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(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.

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(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;

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(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.

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(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.

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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.

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(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.

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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;

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(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.

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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).

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(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).

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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:

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(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

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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 12:10:00 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 12:10:00 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 12:10:00 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 260, being Lot 5180 Town of Alice Springs on plan S78/058 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 12:10:00 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 12:10:00 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

A Practitioner of the Supreme Court
of the Northern Territory of Australia
68 The Esplanade, Darwin NT
Ph: (08) 8935 7809

Position

Richard Hancock

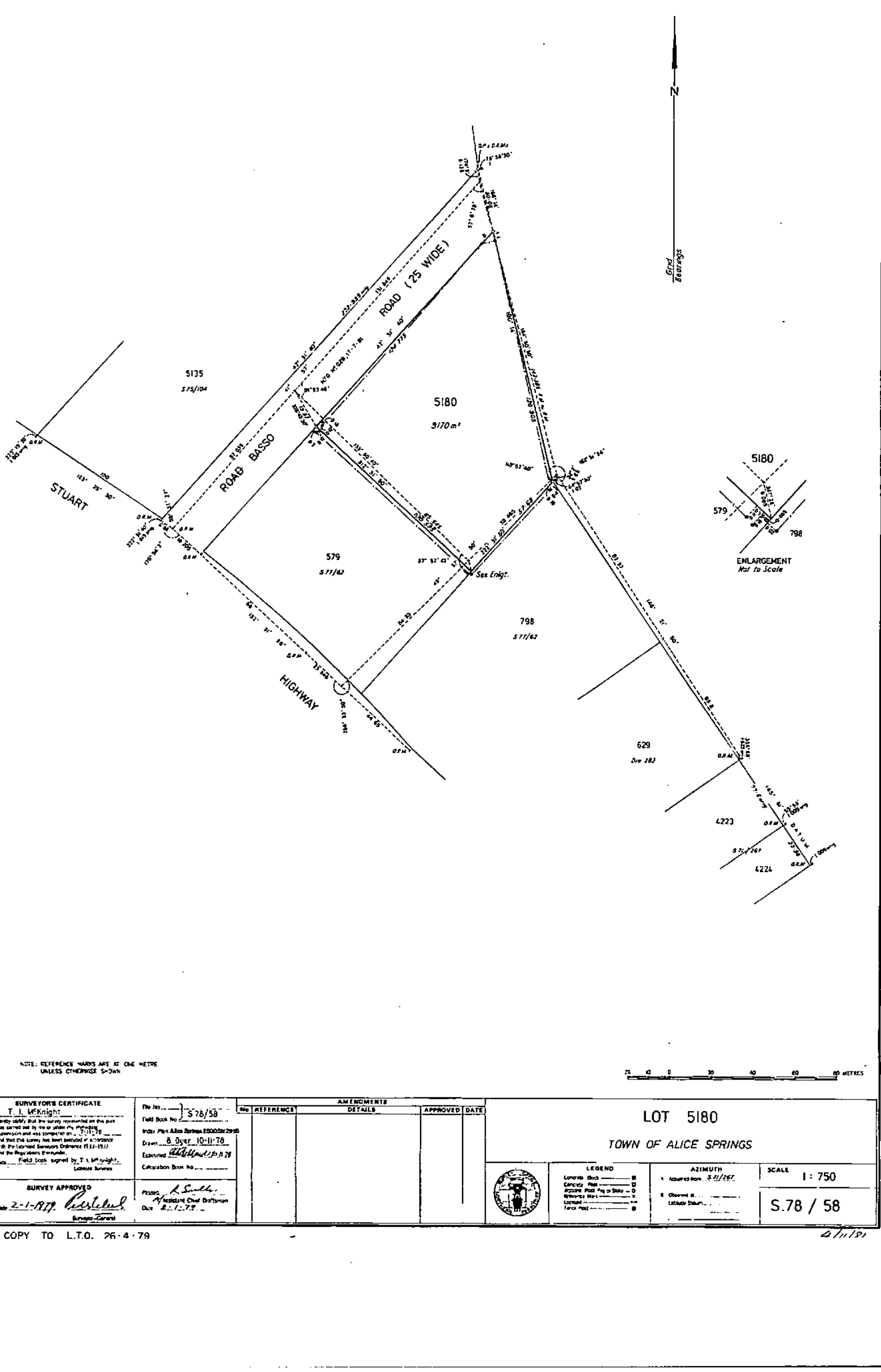
Print name

3/12/09

Date

Annexure 1 - Living Area

Viewed at 12:10:00 on 26/10/2016 by 32GPL.



Survey Plan S 78/058

Viewed at 14:05:38 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

00347414

DEPARTMENT OF JUSTICE (ABN 84 085 734 992)
REGISTRAR-GENERAL'S OFFICE
NICHOLS PLACE
GPO BOX 3021
DARWIN NT 0801
Enquiries : 8999 6252

12 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 728355

If paper title exists enter

Volume _____

Folio _____

Description	GST Incl Amount
UNDERLEASE (LOT 5180 / ALICE SPRINGS)	155.00

3049/10

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** 786
Duplicate Certificate as to Title issued? No

SEARCH CERTIFICATE

SPECIAL PURPOSES LEASE 00459

Lot 5180 Town of Alice Springs from plan(s) S 78/058
Area under title is 9170 square metres

Owner:
Aper-Alwerrknge Association Incorporated
of PO Box 8070, Alice Springs NT 0871

Registered Date	Dealing Number	Description
		Previous title is **Volume** 622 **Folio** 260
09/06/2010	728355	Underlease to Northern Territory of Australia - expiring 02/12/2012 (728335)
09/06/2010	728335	Sublease to Executive Director of Township Leasing - expiring 02/12/2049
End of Dealings		

Commencement Date: 30 January 1979

Expirt 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-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 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 payabale 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 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 September, 1979 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 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 September, 1980 or within such further time as allowed in writing by the Minister. The lessee will complete by the first day of September, 1983 further improvements to the total value of not less than eighty 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 eighty 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 and Housing 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 September, 1980 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 set back area so formed will be landscaped with trees and shrubs to the satisfaction of the Minister by the first day of September, 1980 or within such further time as may be allowed by the the Minister and all such landscaping will thereafter be maintained to the satisfaction of the Minister.

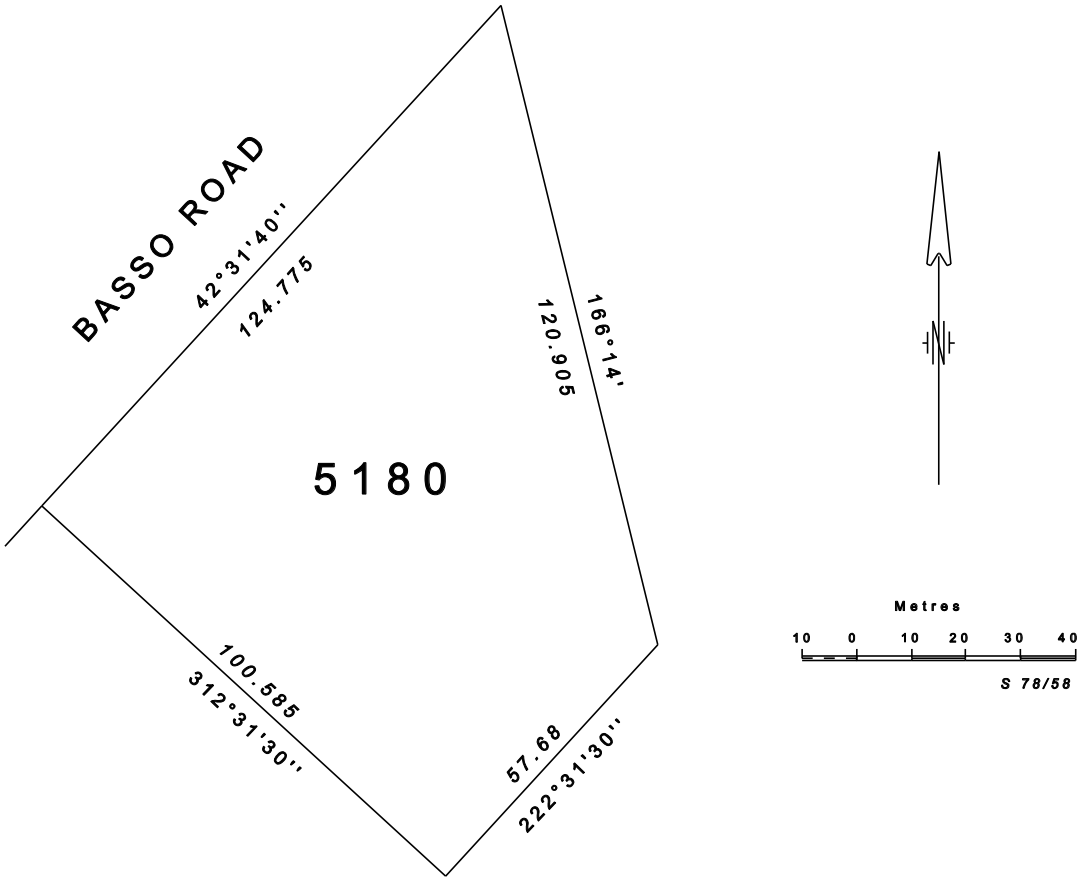
10. That all water and sewerage works will be carried out in accordance with the standards required by the Local Authority and the Department of Health. The disposal of garbage, sewage, waste water and sullage within the boundaries of the site must accord with the requirements of the Department of Health.

11. That adequate fire fighting equipment will be provided on the site and shall 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. 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 Electricity Commission.

Date Registered: 09/06/2010 **Volume** 747 **Folio** 786
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 05180 Town of Alice Springs plan(s) S 78/058

(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 747 786 (order 1)

Tenure Type
SPECIAL PURPOSES LEASE 459

Tenure Status
Current

Area Under Title
9170 square metres

Owners
Aper-Alwerrknge 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 622 260 (order 1)
CUCL 160 008 (order 2)
CUCL 160 008 (order 1)
Visit the website http://www.nt.gov.au/justice/bdm/land_title_office/

Custodian - Surveyor General (+61 8 8995 5362)

Address
4 BASSO RD, STUART

Survey Plan
S 78/058

Survey Status
Approved

Parcel Status
CURRENT

Parcel Area
9170 square metres

Map Reference
Code 010 Scale 2500 Sheet 29.35

Parent Parcels
(none found)

Parcel Comments
SPECIAL PURPOSE SITE PURARULTRA ASSOC S78/58/2. KNOWN AS "PALMERS CAMP" TOWN CAMP. INTERNAL ROAD NAMED UNTYEYE COURT NTG G42 19/10/2011. LOTS 10101(A) TO 10107(A), ALLOCATED - 98/9249/116. LOTS 10101(A) TO 10107(A) AND 10302(A), SURVEYED - S2012/013 .

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 05180 Town of Alice Springs

Unimproved Capital Value

$320,000 on 01/07/2015
$352,000 on 01/07/2012
$335,000 on 01/07/2009
$240,000 on 01/07/2006
$145,000 on 01/07/2003
$100,000 on 01/07/2000
$90,000 on 01/07/1997
$75,000 on 01/07/1994
$65,000 on 01/07/1991
$60,000 on 01/01/1989
$60,000 on 01/01/1986
$30,000 on 01/01/1983
$15,000 on 01/07/1980
$11,250 on 14/03/1978

Valuation Improvements

28/05/1990 House x 5
04/11/1986 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:	14 of 14
Description:	HOUSE PC9611 - 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
Area:	139 square metres
Certification:	Single Dwelling - Full Code - *issued on* 03/02/2012

Application Number:	12 of 14
Description:	Detached Dwelling
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* 03/06/2010

Application Number:	11 of 14
Description:	Residential Duplex
Number of Residental Units:	1
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* 19/08/2010

Application Number:	10 of 14
Description:	Residential Duplex
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* 16/08/2010

Application Number:	9 of 14
Description:	Dwelling Alterations - House 3
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

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	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

SHAW COURT
5135
UNTYEYE COURT
5810
BASSO ROAD
5180
9036
9037
798
10540
629

Ewyenper Atwatye (Hidden Valley)

Form 31 Section 65

Land Title Act
REGISTRAR-GENERAL'S DIRECTIONS

NORTHERN TERRITORY OF AUSTRALIA

DL00728317D

Dealing Number: 728317 Lodged 08/06/2010 at 13:58:52
Dealing Type: LS By CASH
Volume 622 Folio 177 Fee $ 155.00 Receipt 347415

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	177	Town of Alice Springs	Lot 5189	S79/070	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 5189 Town of Alice Springs on plan S79/070. (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: Ewyenper-Atwatye 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 At 09:03

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

Ewyenper-Atwatye Association Incorporated

and

Executive Director of Township Leasing

and

Northern Territory of Australia

and

Chief Executive Officer (Housing)

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Sublease

Date 3 December 2009

Parties

1. Ewyenper-Atwatye Association Incorporated, incorporated under the Associations Act, ABN 85 531 533 002 ("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

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(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.

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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;

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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

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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);

$100,000,000 DS BD SM

(c) a failure by the Territory to 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 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:

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(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);

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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;

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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;

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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:

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(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;

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(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.

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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.

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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 as BD 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.

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(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.

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(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

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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.

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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

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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 Agreements 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.

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(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.

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(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.

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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.

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(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

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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.

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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

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(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:

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(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

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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:

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(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**).

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(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.

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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.

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(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.

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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.

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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.

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(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.

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(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;

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(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.

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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.

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Schedule - Sublease particulars

Item:		Particulars:
1.	**Living Area** (clause 1.1)	The whole of the land described in Certificate of Title Volume 622 Folio 177 being Lot 5189 Town of Alice Springs on plan S79/070 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: Ewyenper-Atwatye 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

	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 9120(A)", "Lot 9124(A)", "Lot 9125(A)", "Lot 9126(A)", "Lot 9128(A)", "Lot 9142(A)", "Lot 9805(A)" and "Bush Tucker Garden".

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Executed as a deed.

Executed by **Ewyenper-Atwatye Association Incorporated** in accordance with its constitution by:

BERTHA DICKSON	Stella McMillan
Signature	Signature
BERTHA DICKSON	STELLA M'MILLAN
Print Name	Print Name
COMMITTEE MEMBER	TREASURER
Position	Position
Signature	Signature
Print Name	Print Name
Position	Position

EWYENPER-ATWATYE ASSOCIATION INCORPORATED COMMON SEAL

31.07.2009

Date

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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

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 Antaw
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 Antaw
Print name

A Practitioner of the Supreme Court of the Northern Territory of Australia
68 The Esplanade, Darwin NT
Ph: (08) 8935 7809
Position

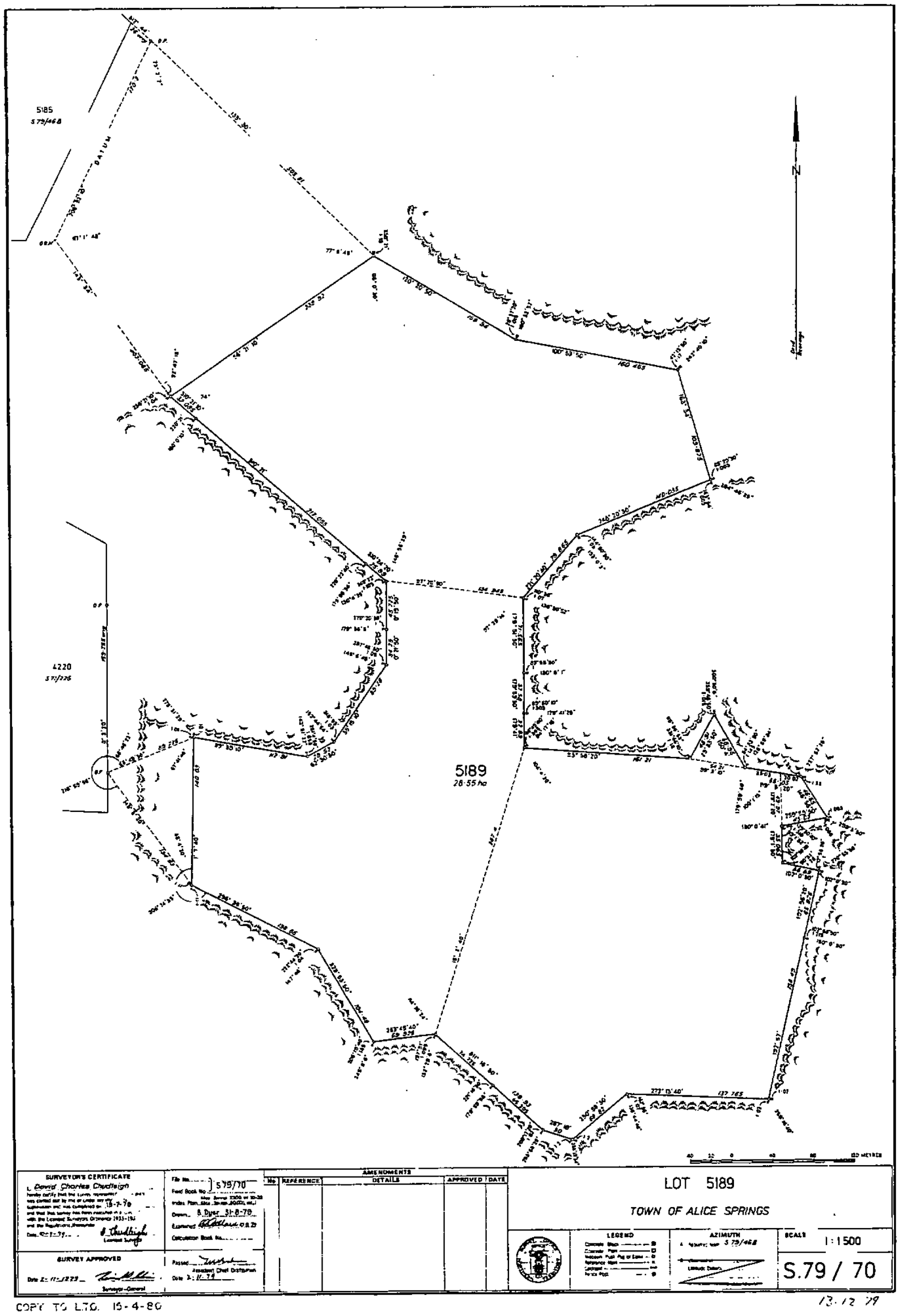
.....
Chief Executive Officer (Housing)

David John Ritchie
Chief Executive
Print name

3 DEC 2009
.....
Date

Sublease

Annexure 1 - Living Area



Survey Plan S 79/070

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Annexure 2 - Form 78 Non Lapsing Caveat

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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
Instrument No:

EXTENT OF PROHIBITION
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.

Annexure 3 - Form 93 General Consent

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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

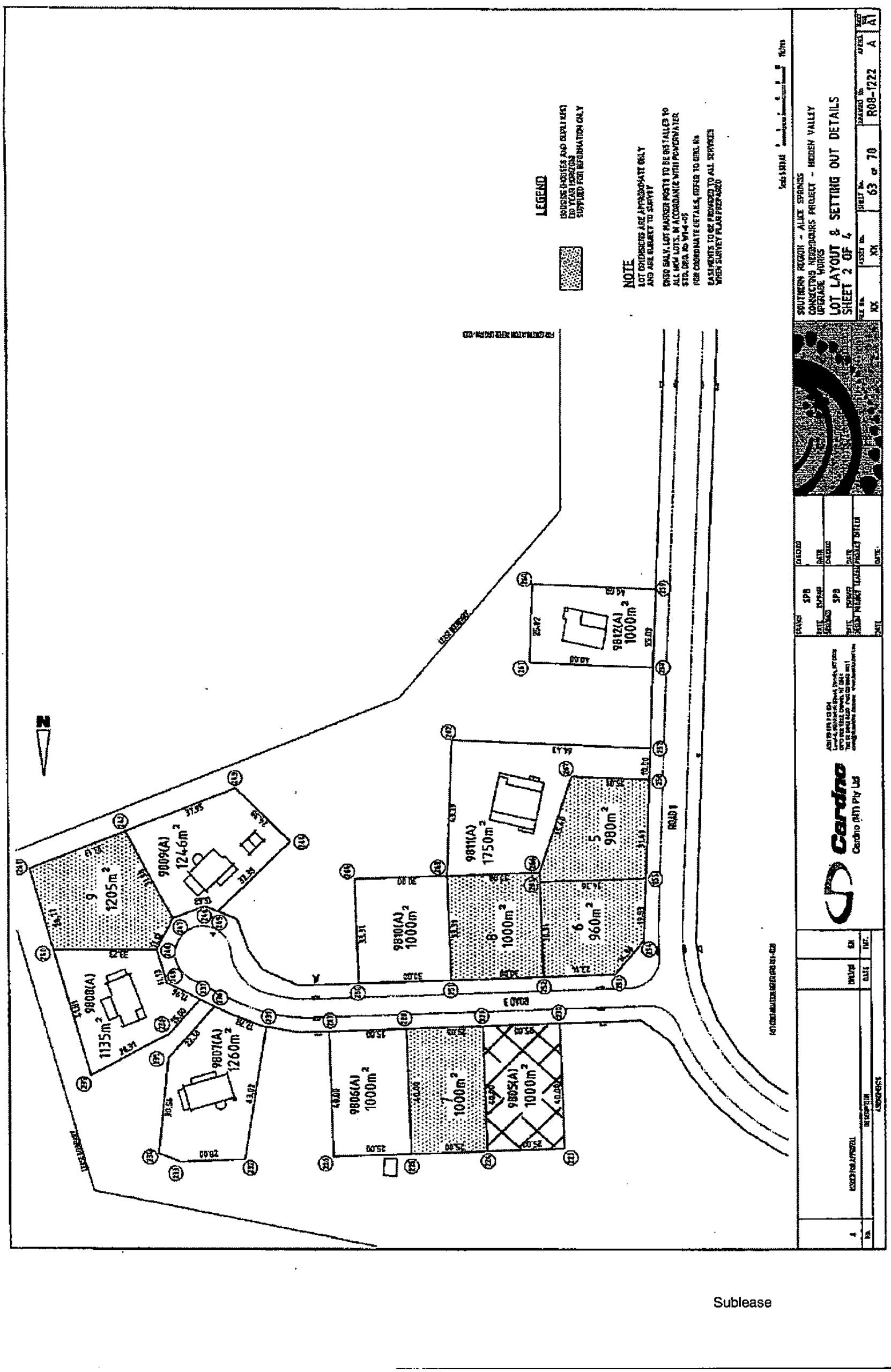
The Registrar-General's Office is authorised by the Land Title Act to collect the information on this form for the establishment and maintenance of the Land Register, which is made available for search by any person, anywhere, including through the Internet, upon payment of a fee. The information is 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.

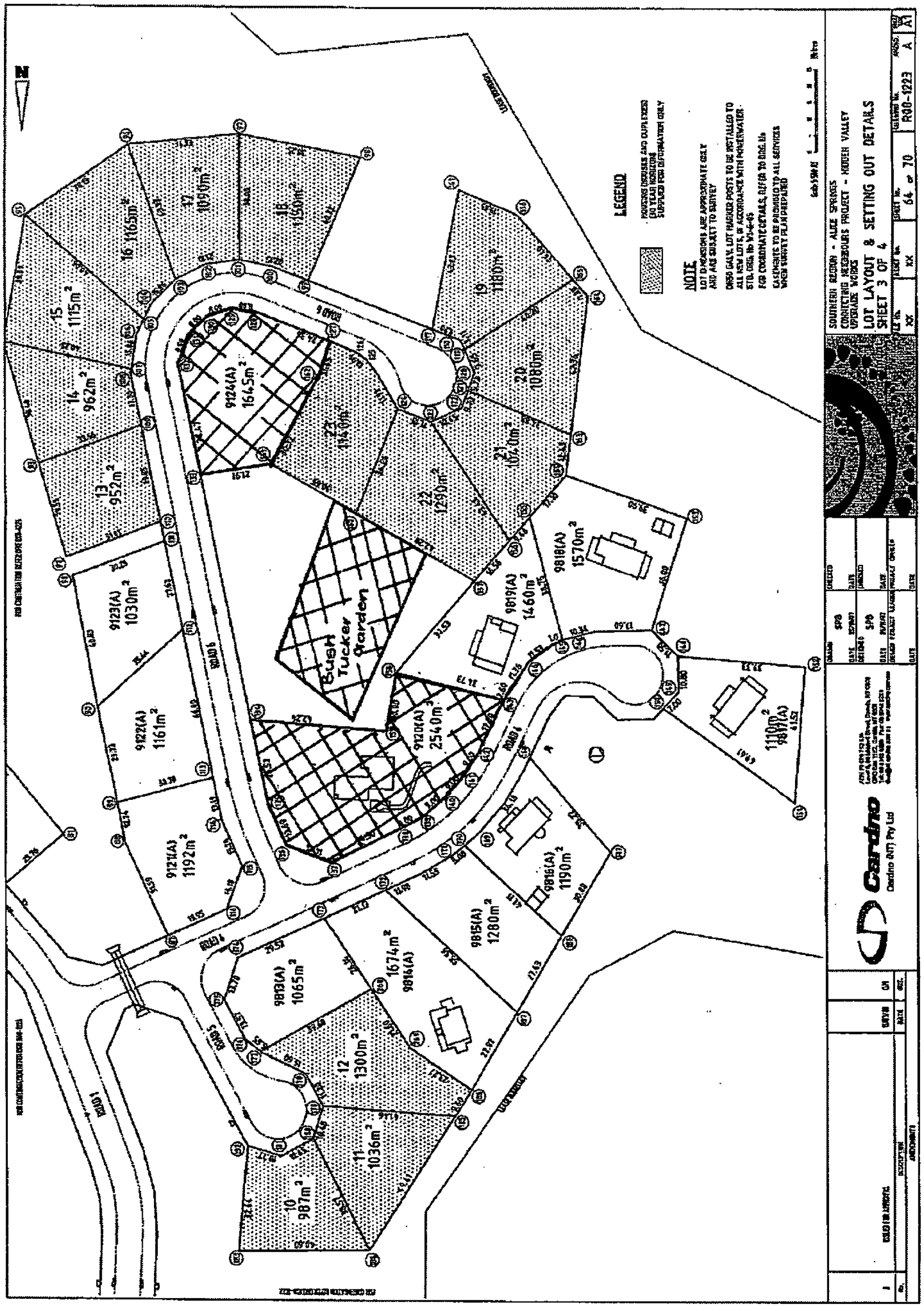
Your personal information provided on this form can be subsequently accessed by you on request. If you have any queries please contact the Deputy Registrar-General on 8999 5318.

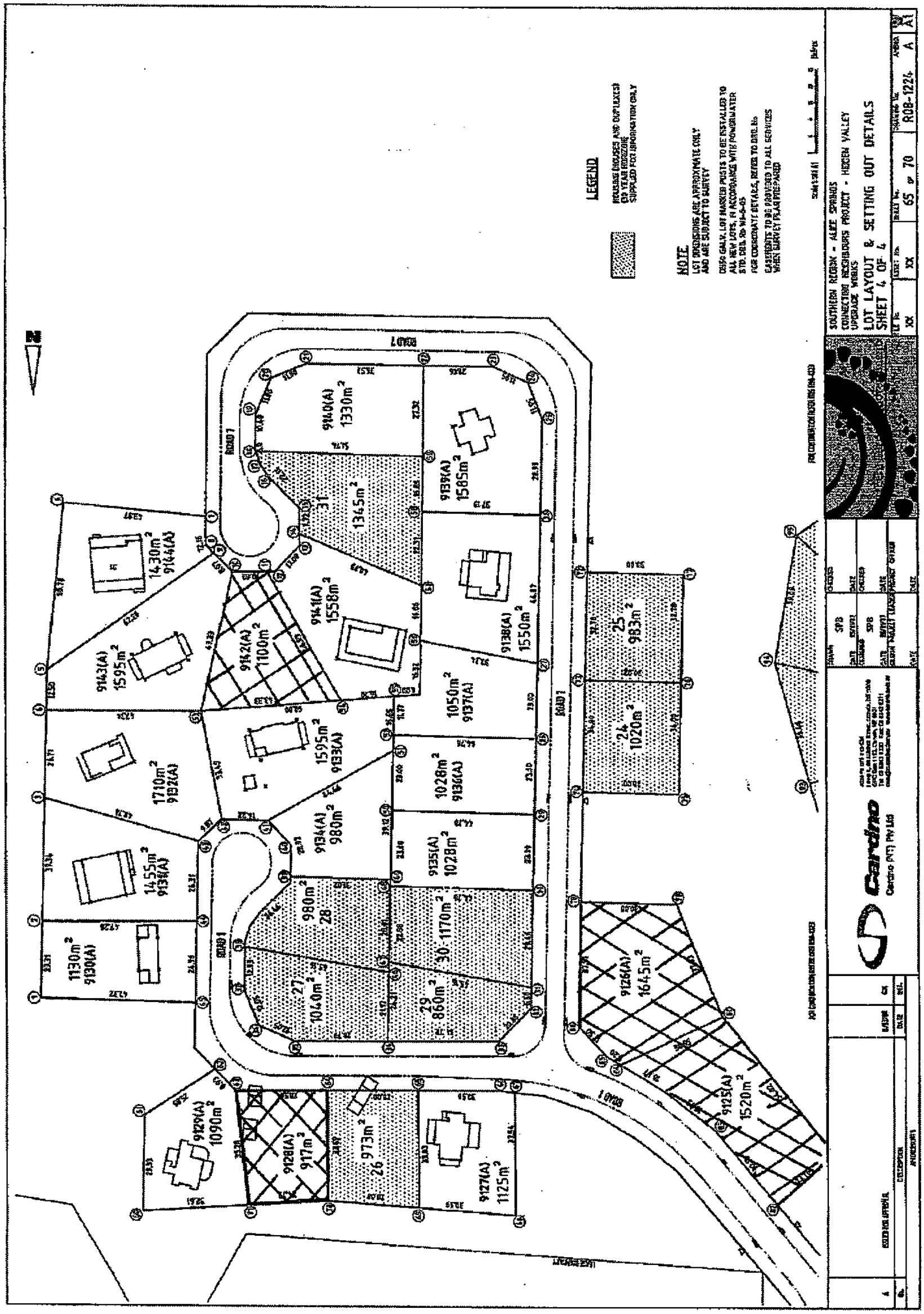
Viewed at 10:10:10 on 31/10/2016 by 32GPL.

Annexure 4 - Community Land


LEGEND
NOTE
SOUTHERN REGION - ALICE SPRINGS
CONNECTING NEIGHBOURS PROJECT - HIDDEN VALLEY
UPGRADE WORKS
LOT LAYOUT & SETTING OUT DETAILS
SHEET 2 OF 4
R08-7222
Cardno (NT) Pty Ltd
N
ROAD 1
ROAD 3
9809(A) 1246m²
9811(A) 1750m²
9812(A) 1000m²
9810(A) 1000m²
9808(A) 1135m²
9807(A) 1260m²
9806(A) 1000m²
9805(A) 1000m²
1205m²
980m²
1000m²
960m²
1000m²

Sublease


LEGEND
POWERING CROSSES AND DUPLEXES
DO YEAST HORIZONS
SUPPLIED FOR INFORMATION ONLY
NOTE
LOT DIMENSIONS ARE APPROXIMATE ONLY
AND ARE SUBJECT TO SURVEY
CMSO GAIN, LOT MARKER POSTS TO BE INSTALLED TO
ALL NEW LOTS, IN ACCORDANCE WITH PARKERWATER
STD. DRG. No W1-4-05
FOR COORDINATE DETAILS, REFER TO DRG. No
EASEMENTS TO BE PROVIDED TO ALL SERVICES
WHEN SURVEY PLAN PREPARED
SOUTHERN REGION - ALICE SPRINGS
CONSTRUCTING NEIGHBOURS PROJECT - HOOVER VALLEY
UPGRADE WORKS
LOT LAYOUT & SETTING OUT DETAILS
SHEET 3 OF 4
Bush Tucker Garden
Cardno
Cardno (NT) Pty Ltd


LEGEND
HOUSING (HOUSES AND DUPLEXES)
TO YEAR HORIZONE
SUPPLIED FOR INFORMATION ONLY
NOTE
LOT DIMENSIONS ARE APPROXIMATE ONLY
AND ARE SUBJECT TO SURVEY
DEPOSITED PLAN No
ALL NEW LOTS, FI ACCORDANCE WITH POWER WATER
STD. DRG. No WA-6-05
FOR COORDINATE DETAILS, REFER TO DRG. No
EASEMENTS TO BE PROVIDED TO ALL SERVICES
WHEN SURVEY PLAN PREPARED
SOUTHERN REGION - ALICE SPRINGS
CONNECTION NECKINBURRA PROJECTT - HERBERN VALLEY
UPGRADE WORKS
LOT LAYOUT & SETTING OUT DETAILS
SHEET 4 OF 4
ROB-1224
ROAD 1
914O(A) 1330m²
913F(A) 1585m²
914I(A) 1558m²
9138(A) 1550m²
9142(A) 1100m²
9143(A) 1595m²
9144(A) 1430m²
9132(A) 1710m²
9133(A) 1595m²
9137(A) 1050m²
9136(A) 1028m²
9135(A) 1028m²
9134(A) 980m²
9131(A) 1455m²
9130(A) 1130m²
9129(A) 1090m²
9128(A) 917m²
9127(A) 1125m²
9126(A) 1645m²
9125(A) 1520m²
25 983m²
24 1020m²
26 973m²
27 1040m²
28 980m²
29 860m²
30 1170m²
31 1345m²
Cardno

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

Ewyenper Atwatye 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 473 held by Ewyenper Atwatye 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 473.

Proposed Lessee:	Executive Director of Township Leasing
Tenement:	Lot 5189, Town of Alice Springs Approved survey plan S 79/070
Permitted use:	Aboriginal communal living area

Yours sincerely

DELIA LAWRIE

29.7.09

Northern Territory Government

00347415

DEPARTMENT OF JUSTICE (ABN 84 085 734 992)
REGISTRAR-GENERAL'S OFFICE
NICHOLS PLACE
GPO BOX 3021
DARWIN NT 0801
Enquiries : 8999 6252

13 OF 18

Priority of Lodgement	

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 728317

If paper title exists enter

Volume _____

Folio _____

Description	GST Incl Amount
SUBLEASE (LOT 5189 / ALICE SPRINGS)	155.00

30/7/10

Total Cost excl GST	$155.00
Total GST	$0.00
Total Invoice	$155.00

Payment Details

CHEQUE (004370 RBA CANBERRA (092009))

1
33

Form 32 Section 65

Land Title Act

REGISTRAR-GENERAL'S DIRECTIONS

NORTHERN TERRITORY OF AUSTRALIA

DL00728347D

Dealing Number: 728347 Lodged 09/06/2010 at 10:16:41
Dealing Type: UL By CASH
Volume 747 Folio 782 Fee $ 155.00 Receipt 347416

Commissioner of Taxes use only (NOTE 1)

Not liable to stamp duty in the Northern Territory

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: 728317 (NOTE 4)

Register	Volume	Folio	Location	Lot Description	Plan	Unit
CUFT	~~622~~ 747	~~177~~ 782	Town of Alice Springs	Lot 5189	S79/070	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 5189 Town of Alice Springs on plan S79/070. (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	Commencing:	Expiring:	Right of Renewal:
	3/12/2009	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)

NORTHERN TERRITORY OF AUSTRALIA REGISTRAR GENERAL

Registered on 9.6.2010 At 10:33

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.

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Viewed at 10:10:05 on 31/10/2016 by 32GPL.

Housing Management Agreement

Ewyenper-Atwatye (SPL 473)

Executive Director of Township Leasing

and

Northern Territory of Australia

Viewed at 10:10:05 on 31/10/2016 by 32GPL.

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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;

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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

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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);

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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;

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(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;

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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);

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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;

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(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

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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.

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(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.

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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,

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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.

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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.

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(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.

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(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;

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(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.

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(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.

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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.

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(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.

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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;

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(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.

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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).

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(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).

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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:

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(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

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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

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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.

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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.

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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 177, being Lot 5189 Town of Alice Springs on plan S79/070 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

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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

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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

03|12|09

Date

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Annexure 1 - Living Area

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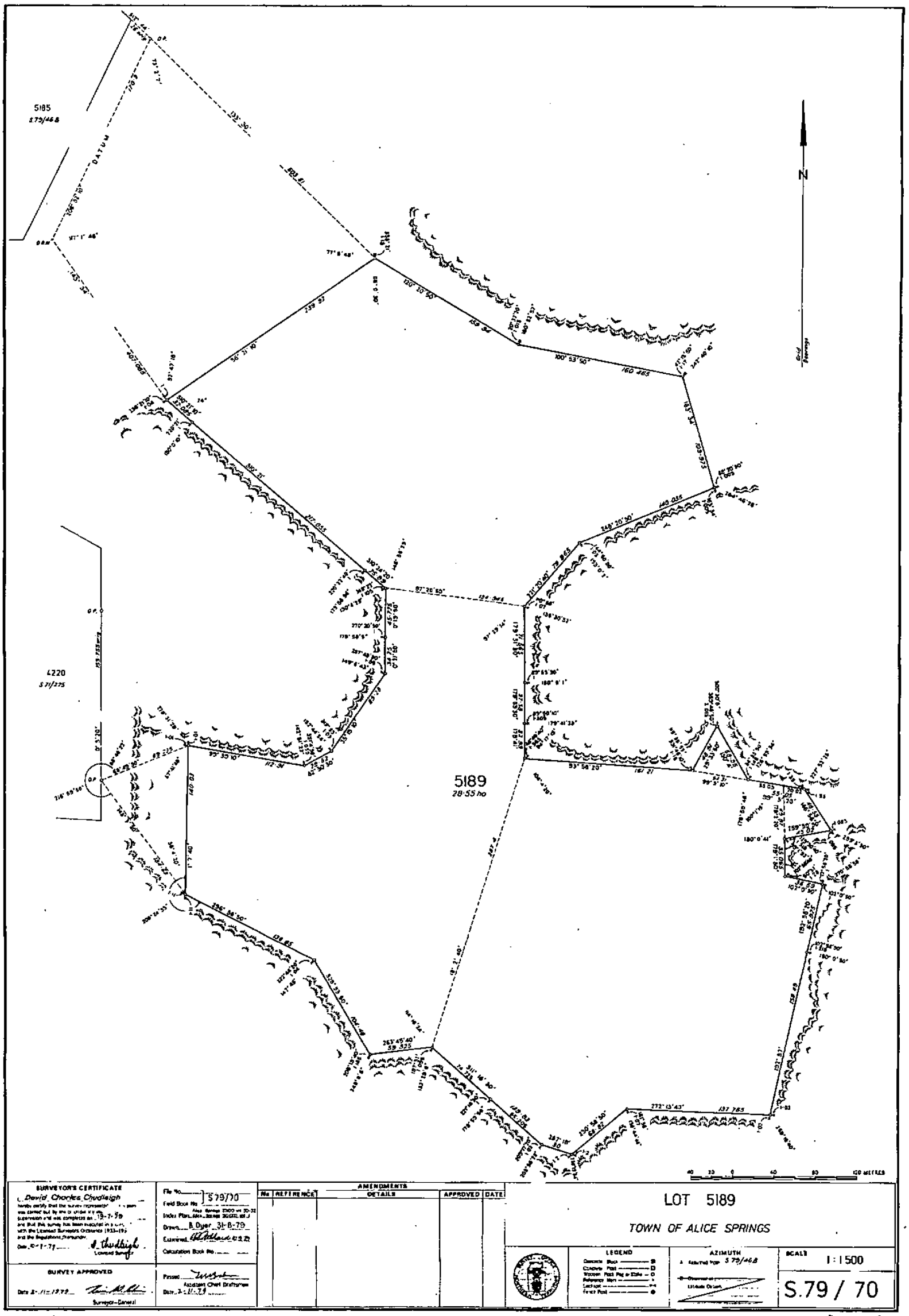


Survey Plan S 79/070

Viewed at 14:05:17 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

00347416

DEPARTMENT OF JUSTICE (ABN 84 085 734 992)
REGISTRAR-GENERAL'S OFFICE
NICHOLS PLACE
GPO BOX 3021
DARWIN NT 0801
Enquiries : 8999 6252

14 OF 18

Priority of Lodgement	/

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 728347

If paper title exists enter

Volume _____

Folio _____

Description	GST Incl Amount
UNDERLEASE (LOT 5189 / ALICE SPRINGS)	155.00

3052/10

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** 782
Duplicate Certificate as to Title issued? No

SEARCH CERTIFICATE

SPECIAL PURPOSES LEASE 00473

Lot 5189 Town of Alice Springs from plan(s) S 79/070
Area under title is 28 hectares 5500 square metres

Owner:
Ewyenper-Atwatye Association Incorporated
of PO Box 8070, Alice Springs NT 0871

Registered Date	Dealing Number	Description
		Previous title is **Volume** 622 **Folio** 177
09/06/2010	728347	Underlease to Northern Territory of Australia - expiring 02/12/2012 (728317)
09/06/2010	728317	Sublease to Executive Director of Township Leasing - expiring 02/12/2049
End of Dealings		

Commencement Date: 14 February 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 other services on the leased land or on other lands.

Provisions:

To hold unto the Lessee in perpetuity yielding and paying therefore 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., 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 December, 1980 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 and fifty 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 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 December, 1981 or within such further time as may be approved in writing by the Minister. The Lessee will complete by the first day of December, 1984 further improvements to the total value of not less than the sum of four hundred 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 four hundred 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 and Housing 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 December, 1981 or within such further time as may be approved in writing by the Minister and all such works will thereafter be maitained 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 shall be situated within eight metres of any road frontage. The setback area so formed will be landscaped with trees and shrubs to the satisfation of the Minister by the first day of December, 1981 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.

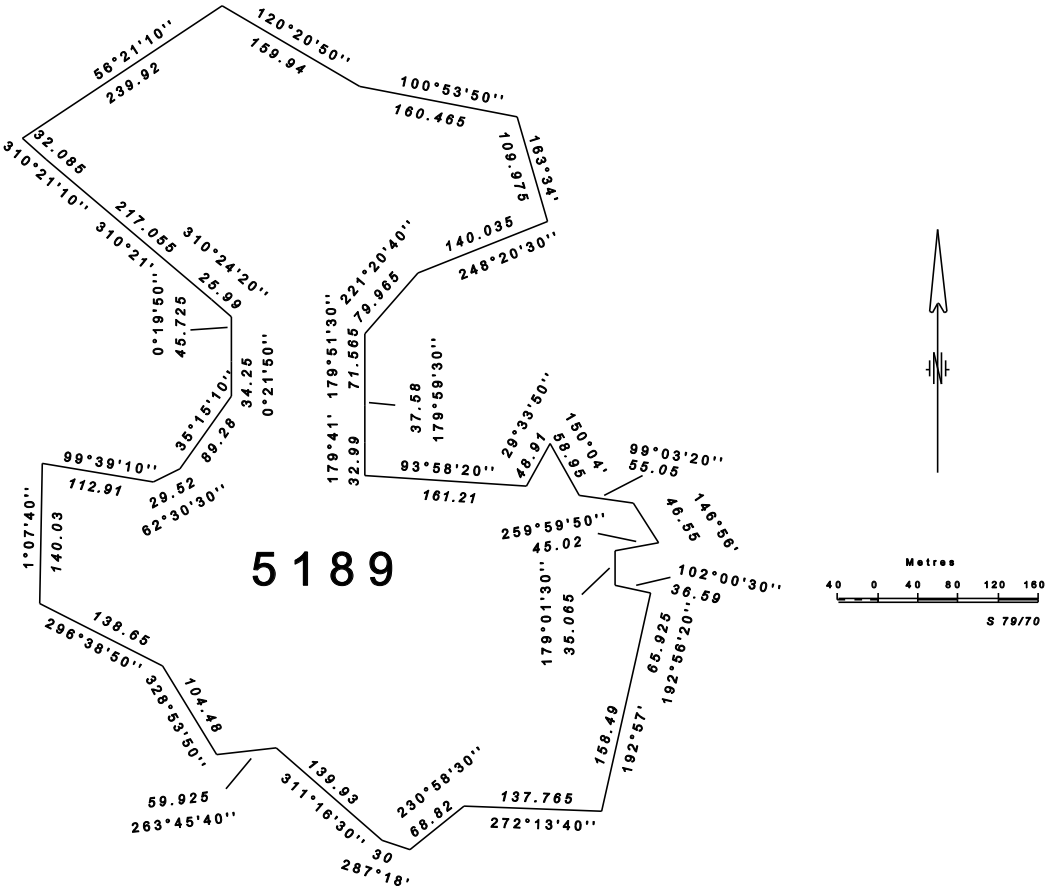
11. That adequate fire fighting equipment will be provided on the site and will be easily accessible from any development. Such equipment will be approved by the Chief Fire Officer and thereafter maintained to the satisfaction of the Minister.

12. 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 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.

Duplicate Certificate as to Title issued? No

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



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 05189 Town of Alice Springs plan(s) S 79/070

(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 747 782 (order 1)

Tenure Type
SPECIAL PURPOSES LEASE 473

Tenure Status
Current

Area Under Title
28 hectares 5500 square metres

Owners
Ewyenper-Atwatye 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 622 177 (order 1)
CUCL 179 057 (order 2)
CUCL 179 057 (order 1)
Visit the website http://www.nt.gov.au/justice/bdm/land_title_office/

Custodian - Surveyor General (+61 8 8995 5362)

Address
SADADEEN

Survey Plan
S 79/070

Survey Status
Approved

Parcel Status
CURRENT

Parcel Area
28 hectares, 5500 square metres

Map Reference
Code 010 Scale 2500 Sheet 30.32
Code 010 Scale 2500 Sheet 31.32
Code 010 Scale 50000 Sheet 00.01

Parent Parcels
(none found)

Parcel Comments
ILPEA ILPEA ABORIGINAL LAND APPLICATION S79/70/17. PT OF FORMER NT POR 409 S79/70/16. SEE S2008/002 LOTS 9801(A) TO 9845(A) FOR LOT ALLOCATIONS UNDER THE CONNECTING NEIGHBOURS INITATIVE - REPLACED BY S2012/017. KNOWN AS "HIDDEN VALLEY" TOWN CAMP. INTERNAL ROADS NAMED NTG G42 19/10/2011. LOTS 10397(A) TO 10457(A) - S2012/017.

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 05189 Town of Alice Springs

Unimproved Capital Value

$1,350,000 on 01/07/2015
$1,470,000 on 01/07/2012
$1,400,000 on 01/07/2009
$1,000,000 on 01/07/2006
$814,000 on 01/07/2003
$570,000 on 01/07/2000
$550,000 on 01/07/1997
$450,000 on 01/07/1994
$375,000 on 01/07/1991
$350,000 on 01/01/1989
$145,000 on 01/01/1986
$100,000 on 01/01/1983
$52,500 on 01/07/1980

Valuation Improvements

28/05/1990 Hall
28/05/1990 Ablution block x 3
28/05/1990 House x 18
20/02/1987 Residential other

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:	63 of 63
Description:	shade structure for park
Number of Residental Units:	
Australian Bureau of Statistics Type:	(none found)
Building Class:	Non-habitable building
Area:	64 square metres
Certification:	Non-habitable building - Occupancy Permit - *issued on* 28/04/2016

Application Number:	62 of 63
Description:	House 32 - reglaze exisitng window. refurbish exisitng kitch with new stove and ss joinery units. new ceramic tiles throughout house. repaint inside and out. supply and install new evap cooling system.
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:	61 of 63
Description:	House 22 - reglaze exisitng windows, refurbish existing kitchen with new stove ans ss joinery units. new ceramic thiles throughtout house. repaint inside and out. supplu and install new evap colling system
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:	60 of 63
Description:	reglaze existing windows, refurbish exisitng kitchen with new stove ans ss joinery units, new ceramic tiles throughout house. repaint insiude and out. supply and install new evap colling system.
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:	59 of 63
Description:	HV 58 - New concrete and steel residential 2 bedroom dwelling and verandah(Type H4ASA)
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House

Building Class:	Single Dwelling Non-habitable building
Area:	115 square metres
Certification:	Single Dwelling - Full Code - *issued on* 02/12/2011 Non-habitable building - Full Code - *issued on* 02/12/2011

Application Number:	58 of 63
Description:	Refurbishment - House 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* 12/02/2013

Application Number:	57 of 63
Description:	New Concrete & Steel Residential Dwelling [HV 57] Type H4ASB
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	110 square metres
Certification:	Single Dwelling - Full Code - *issued on* 06/09/2011

Application Number:	56 of 63
Description:	New Concrete & Steel Residential Dwelling [HV52-House 18]Type H6SAS
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	140 square metres
Certification:	Single Dwelling - Full Code - *issued on* 06/09/2011

Application Number:	55 of 63
Description:	New Concrete & Steel Residential Dwelling [HV26-House 40] (Type H6AS)
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	136 square metres
Certification:	Single Dwelling - Full Code - *issued on* 07/09/2011

Application Number:	54 of 63
Description:	New Concrete & Steel Residential Dwelling [HV9805/House 26] (Type H6SAS)
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	140 square metres
Certification:	Single Dwelling - Full Code - *issued on* 07/09/2011

Application Number: 53 of 63
Description: New Concrete & Steel Residential Dwelling [HV9137/House 43] (Type H6AS)
Number of Residental Units: 1
Australian Bureau of Statistics Type: Separate House
Building Class: Single Dwelling
Area: 136 square metres
Certification: Single Dwelling - Full Code - *issued on* 06/09/2011

Application Number: 52 of 63
Description: New Concrete & Steel Residential Dwelling [HV9135/House 41](Type H6SAS)
Number of Residental Units: 1
Australian Bureau of Statistics Type: Separate House
Building Class: Single Dwelling
Area: 140 square metres
Certification: Single Dwelling - Full Code - *issued on* 08/09/2011

Application Number: 51 of 63
Description: New Concrete & Steel Residential Dwelling [HV50 - House 9] Type H6AS
Number of Residental Units: 1
Australian Bureau of Statistics Type: Separate House
Building Class: Single Dwelling
Area: 136 square metres
Certification: Single Dwelling - Full Code - *issued on* 07/09/2011

Application Number: 50 of 63
Description: New Concrete & Steel Residential 3 bedroom Dwelling [HV1-House 7](Type H6AS)
Number of Residental Units: 1
Australian Bureau of Statistics Type: Separate House
Building Class: Single Dwelling
Area: 136 square metres
Certification: Single Dwelling - Full Code - *issued on* 07/09/2011

Application Number: 49 of 63
Description: New Concrete & Steel Residential Dwelling [HV55 - House 6](Type H6SAS)
Number of Residental Units: 1
Australian Bureau of Statistics Type: Separate House
Building Class: Single Dwelling
Area: 140 square metres
Certification: Single Dwelling - Full Code - *issued on* 28/09/2011

Application Number: 48 of 63

Description:	New Concrete & Steel Residential Dwelling [HV54/House 25](Type H6SAS)
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	140 square metres
Certification:	Single Dwelling - Full Code - *issued on* 06/09/2011

Application Number:	47 of 63
Description:	New Concrete & Steel Residential Dwelling [HV9815/House 23](Type H7AS)
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	140 square metres
Certification:	Single Dwelling - Full Code - *issued on* 06/09/2011

Application Number:	46 of 63
Description:	New Concrete & Steel Residential Dwelling [HV51/House 27] (Type H7AS)
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	140 square metres
Certification:	Single Dwelling - Full Code - *issued on* 07/09/2011

Application Number:	45 of 63
Description:	New Concrete & Steel Residential Dwelling [HV 9813B](Type H4ASB)
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	110 square metres
Certification:	Single Dwelling - Full Code - *issued on* 08/09/2011

Application Number:	44 of 63
Description:	New Concrete & Steel Residential Dwelling [HV 9813A] (Type H4ASA)
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	110 square metres
Certification:	Single Dwelling - Full Code - *issued on* 08/09/2011

Application Number:	43 of 63
Description:	New Concrete & Steel Residential Dwelling (Type H6VAS)(HV 9810 - House 10)
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling

Area:	136 square metres
Certification:	Single Dwelling - Full Code - *issued on* 08/09/2011

Application Number:	42 of 63
Description:	New Concrete & Steel Residential Dwelling duplex [HV 9804 /5A & 5B](Type H4ASA)
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	110 square metres
Certification:	Single Dwelling - Full Code - *issued on* 07/09/2011

Application Number:	41 of 63
Description:	New Concrete & Steel Residential Dwelling [HV56](Type H4ASA)
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	110 square metres
Certification:	Single Dwelling - Full Code - *issued on* 14/10/2011

Application Number:	40 of 63
Description:	New Concrete & Steel Residential Dwelling [HV 9806/House 15] Type H7AS
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	140 square metres
Certification:	Single Dwelling - Full Code - *issued on* 05/09/2011

Application Number:	39 of 63
Description:	New Concrete & Steel Residential Dwelling [HV 9136/House 42]
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	136 square metres
Certification:	Single Dwelling - Full Code - *issued on* 06/09/2011

Application Number:	38 of 63
Description:	New Concrete & Steel Residential Dwelling [HV 9134/House 31] Type H7EAS
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	140 square metres
Certification:	Single Dwelling - Full Code - *issued on* 08/09/2011

Application Number:	35 of 63
Description:	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* 17/10/2011

Application Number:	33 of 63
Description:	Refurbishment [House 17]
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* 01/02/2011

Application Number:	31 of 63
Description:	dwelling
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling Non-habitable building
Area:	103 square metres
Certification:	Single Dwelling - Full Code - *issued on* 23/11/2010 Non-habitable building - Full Code - *issued on* 23/11/2010

Application Number:	30 of 63
Description:	dwelling
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling Non-habitable building
Area:	103 square metres
Certification:	Single Dwelling - Full Code - *issued on* 23/11/2010 Non-habitable building - Full Code - *issued on* 23/11/2010

Application Number:	27 of 63
Description:	Stage 1- Shade Structure & Window Awings only
Number of Residental Units:	
Australian Bureau of Statistics Type:	(none found)
Building Class:	Non-habitable building
Area:	(none found)
Certification:	Non-habitable building - Full Code - *issued on* 17/12/2008

Application Number:	26 of 63
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:	25 of 63
Description:	Upgrades and new multi-purpose room
Number of Residental Units:	
Australian Bureau of Statistics Type:	(none found)
Building Class:	Assembly building
Area:	165 square metres
Certification:	Assembly building - Full Code - *issued on* 04/12/2009

Application Number:	23 of 63
Description:	Single residential dwelling
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	192 square metres
Certification:	Single Dwelling - Full Code - *issued on* 20/08/2007

Application Number:	22 of 63
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* 17/10/2003

Application Number:	21 of 63
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:	18 of 63
Description:	DWELLING
Number of Residental Units:	1
Australian Bureau of Statistics Type:	(none found)
Building Class:	Single Dwelling
Area:	208 square metres
Certification:	Single Dwelling - Full Code - *issued on* 21/04/1995

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
PA2010/0414

Type
Compliance Check

Date Received
28/04/2010

Application Purpose
Demountable building

Application Status
Approved

Other Affected Parcels
(none found)

Instrument Signed

Instrument Number

Instrument Issued
Not Complete

Instrument Status

File Number
PA2010/0158

Type
Compliance Check

Date Received
17/02/2010

Application Purpose
Dwellings to Hidden Valley Town Camp

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	22
Power Water - Water	22

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

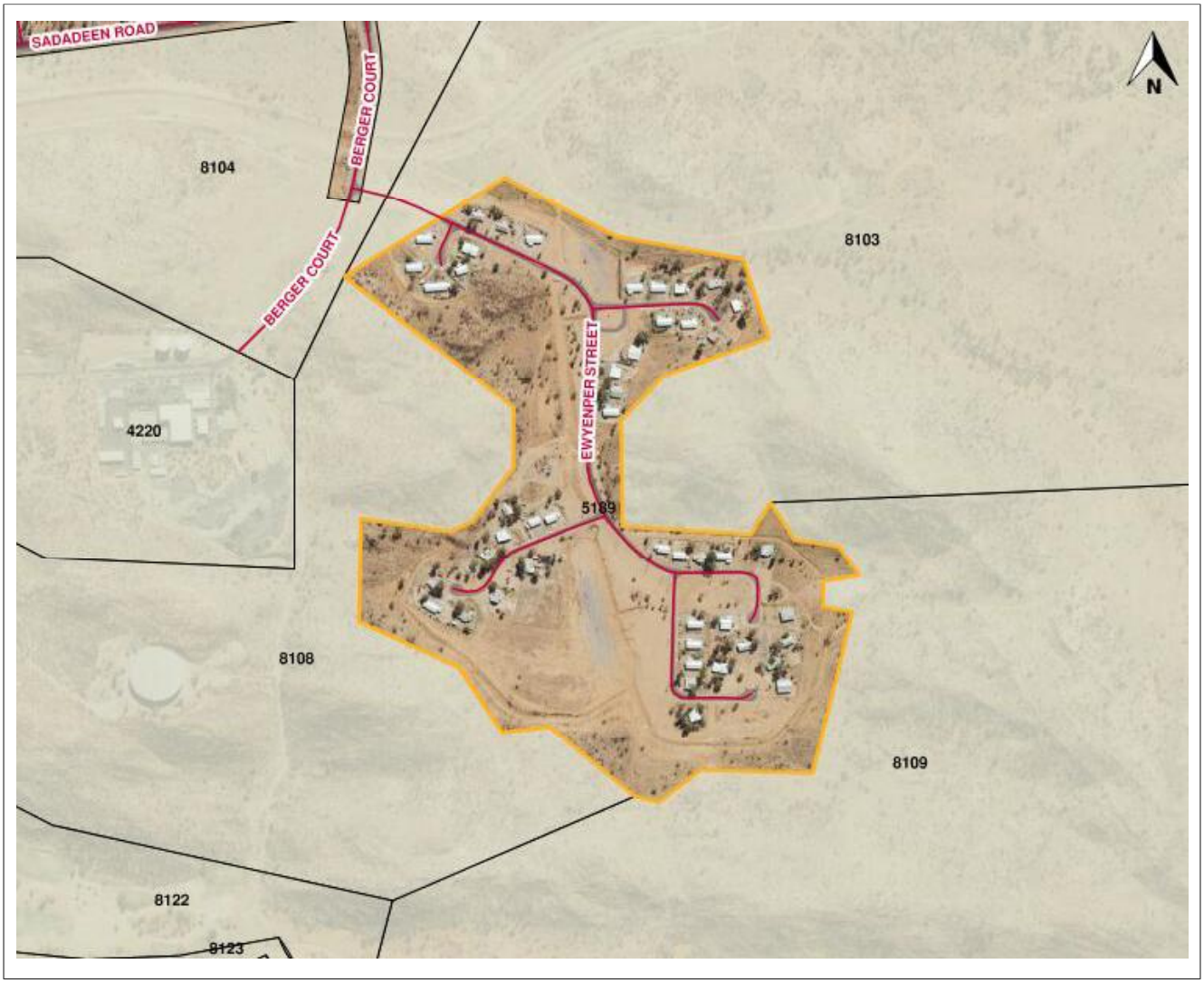
Custodian - Heritage Branch (+61 8 8999 5039)

Heritage Listing:
(none found)

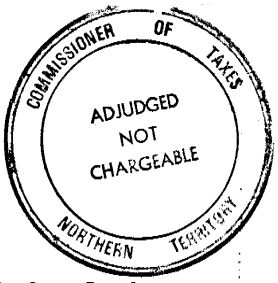
For further information on heritage places contact Heritage Branch or visit the website http://www.dlpe.nt.gov.au/heritage

Other Interests

For Account balances, contact Alice Springs Town Council


SADADEEN ROAD
BERGER COURT
BERGER COURT
8104
8103
EWYENPER STREET
4220
5139
8108
8109
8122
8123
N

Bassos



NORTHERN TERRITORY OF AUSTRALIA

REAL PROPERTY ACT

MEMORANDUM OF GRANT OF EASEMENT FOR RIGHT OF WAY

WHEREAS CONSERVATION LAND CORPORATION (the Grantor") of 3 Gap Road, Alice Springs in the Northern Territory of Australia is subject to the encumbrances noted below the proprietor of an estate in leasehold of Lot 5774 Town of Alice Springs being the land comprised in Crown Lease Perpetual No. 445 and entered in the Register Book of Crown Leases

Volume 198 Folio 40 ("the serviant land")

AND WHEREAS ABORIGINAL DEVELOPMENT COMMISSION (the "grantee") whose principal office is situate at 50 - 52 Colby Court, Phillip in the Australian Capital Territory is subject to the encumbrances noted below the registered proprietor of an estate in Leasehold of Lot 5123 Town of Alice Springs being the land comprised in Special Purpose Lease No. 554 and entered in the Register Book of Crown Leases

Volume 192 Folio 46 ("the dominant land")

AND WHEREAS the Grantor has agreed in consideration of an agreement with the Grantee to grant to the Grantee a right of way in accordance with the following provisions

NOW THIS DEED WITNESSES as follows:

1. The Grantor grants to the Grantee full right and liberty for the Grantee and the Grantee's successors in title the owners and occupiers for the time being of the dominant land or any part of the dominant land and the respective servants and licensees of the Grantee, (in common with the Grantor and all others having the like right) at all times hereafter by day or night to pass and repass over the servient land and upon the land shown coloured blue on the attached map S81/30B ("the roadway") with or without vehicles of any description and with or without animals for the purposes connected with the use and enjoyment of the dominant land but not for any other purpose whatsoever subject nevertheless and reserving to the Grantor and the Grantor's successors in title the owner or owners of the serviant land or of any part of the serviant land the right at all times hereafter or any time or times to erect renew and maintain a gate or gates across the roadway at a boundary between the dominant land and the serviant land with all necessary fittings and fixtures but so that the same when opened shall leave a space sufficient for the purposes of access in accordance with this Deed and shall not be locked or be so erected or maintained as to impede or obstruct the free use and enjoyment of the right of way hereby granted in accordance with the tenor hereof TO HOLD the said right of way subject as aforesaid.

2. The Grantee hereby covenants with the Grantor and the Grantor's successors in title and the Grantee and the Grantee's successors in title will from time to time contribute a fair proportion according to use the costs of keeping the roadway in repair the proportion in case of difference to be settled by a single arbitrator appointed under the Arbitration Act and the right of way hereby granted shall not be exercisable during any period during which there shall be any breach of this present covenant which shall not have been remedied by the payment of all money payable thereunder.

ENCUMBRANCES

1. Encumbrances on the serviant land

Electronic communications and water supply easement required by the Northern Territory of Australia.

2. Encumbrances on the dominant land

Nil

175107

IN WITNESS WHEREOF the parties have executed this Deed.

GIVEN under the COMMON SEAL)
of CONSERVATION LAND)
CORPORATION this)
day of twenty-eighth February 1986)
in accordance with law in)
the presence of)
)

COMMON SEAL CONSERVATION LAND CORPORATION

~~GIVEN under the COMMON SEAL~~)
of ABORIGINAL DEVELOPMENT)
COMMISSION this)
day of 1986)
in accordance with law)
~~in the presence of~~)
)

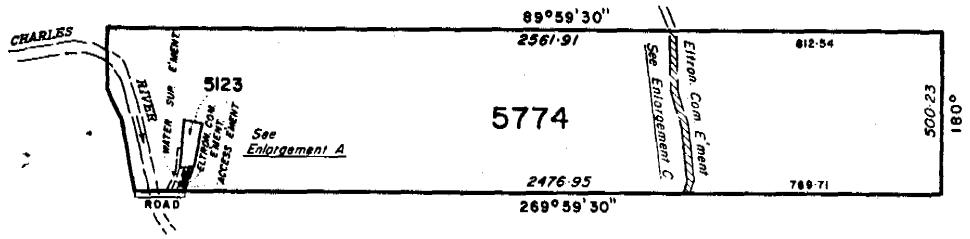
SEALED and DATED this 4th
day of April 1986

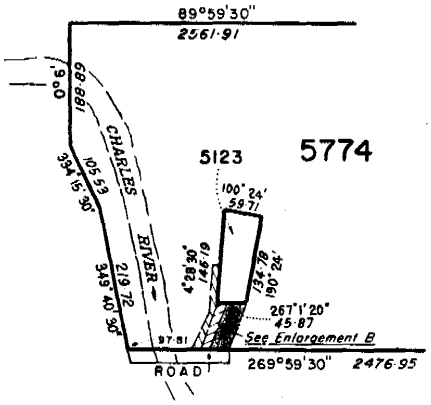
ABORIGINAL DEVELOPMENT COMMISSION COMMON SEAL

P. Lutak
Legal & Securities Officer
A.D.C.
Canberra A.C.T.

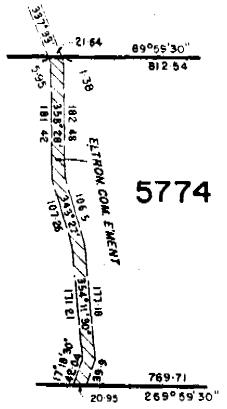
THE COMMON SEAL OF
ABORIGINAL DEVELOPMENT COMMISSION
WAS HEREUNTO AFFIXED BY
AUTHORITY OF THE
COMMISSIONERS IN THE
PRESENCE OF:

ANN LESLEY FEATHERSTON
SOLICITOR A.C.T.
SENIOR LEGAL OFFICER A.D.C.

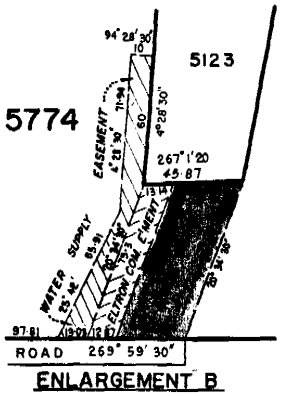




ENLARGEMENT A
SCALE 1:7500



ENLARGEMENT C
SCALE 1:7500



ENLARGEMENT B

SCALE 1:15000
S81/30B & S81/30C Exd. [illegible]

ENCUMBRANCES REFERRED TO:

As to the land hatched blue on the said plan; any easements, rights, powers or privileges for the purpose of Electronic Communications and Water Supply required by the Northern Territory of Australia.

NORTHERN TERRITORY OF AUSTRALIA

DEPARTMENT OF LANDS

Telephone 89-6248

Quote in Reply CLP 445
CT:DS

G.P.O. BOX 1680
DARWIN, N.T. 5794
Telex: AA85453

Registrar-General of Titles,
Department of Law,
G.P.O. Box 3021,
DARWIN, N.T. 5794

Attention: Mr. J. Mayr

Please find attached, for registration, Crown Lease Perpetual No. 445 in duplicate, over Lot 5774 Town of Alice Springs.

The abovementioned property was previously unalienated Crown Land.

Relevant transparency of Survey Plan No. S81/30B & C was forwarded to your office on 23/5/1985.

E.M. WILLCOCK 10/7/85
Surveyor-General

Checked PH
OK 12/5/86

TITLES CHECKED (illegible)
OK
DE

TITLE PRODUCTION UNIT

ACTION SHEET

CUCL.

INSTRUMENT NO. 175107 VOL. 192 FOL. 46

1. DRAFTING INSTRUCTIONS - D/O Paul Huddleston

(1) ~~C~~ CUCL 192/46.

- Show commencement of R.O.W. with cut along S bdy. of 5123.
- Bdy. & Dimensions in red
- Green Latching
- Note on title - R.O.W. hatched green.
- Show 5774 in red as dashed (ROW only).

(2) C.L.P.

Green hatch access easement

Note on balloons - ROW hatched green.

2. ENDORSERS INSTRUCTIONS

(1) Register C.L.P.

(2) Amend. Val/Fol to instrument 175107

(3) Register R.O.W.

(1) S.P.L. - 192/46 - Dominant Tenant

(2) CCP - Servient Tenant.

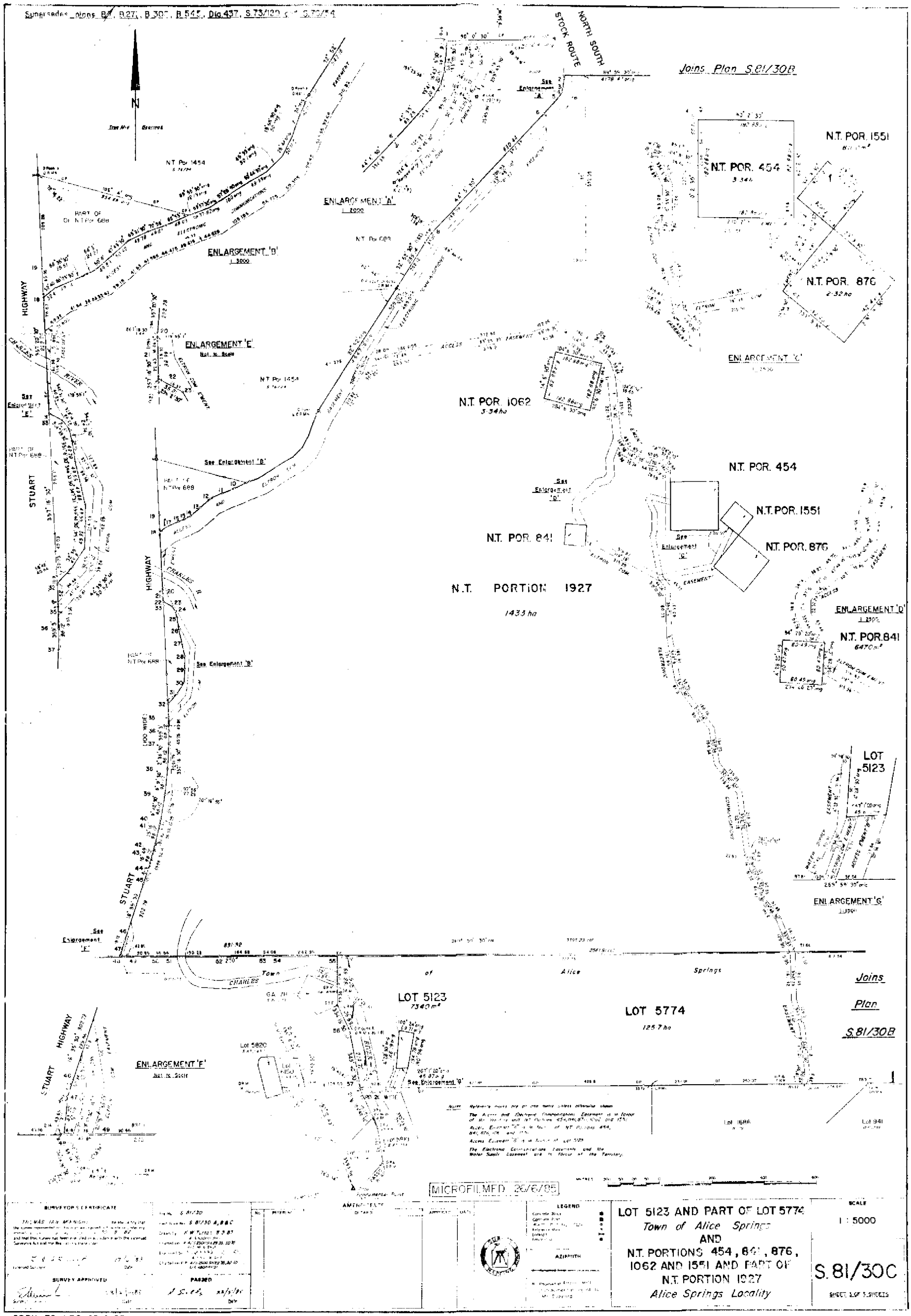
3. REGISTRATION/FOLLOW-UP ACTION (DEPUTY REGISTRAR-GENERAL)

The above action is complete. For registration please.

Follow-up action ~~is~~/is not required for amendment of Survey Plan..... Please return to Title Production Unit with photocopy of title for Surveyor-General notification.

John W —

SUPERVISING DRAFTSMAN 12/5/86.


Supersedes Plans B/F, B.271, B.307, B.545, Dlg.437, S.73/120 & S.73/54
Joins Plan S.81/308
STOCK ROUTE
NORTH SOUTH
N
N.T. Por 1454
PART OF N.T.Por 688
ENLARGEMENT 'A'
1:2000
ENLARGEMENT 'B'
1:3000
N.T. Por 688
HIGHWAY
STUART
ENLARGEMENT 'E'
Not to Scale
See Enlargement 'B'
See Enlargement 'A'
See Enlargement 'E'
See Enlargement 'D'
See Enlargement 'G'
See Enlargement 'C'
N.T. POR. 1062
5.34ha
N.T. POR. 454
3.34h
N.T. POR. 1551
N.T. POR. 876
2.32 ha
N.T. POR. 841
N.T. PORTION 1927
1433 ha
ENLARGEMENT 'C'
ENLARGEMENT 'D'
1:2500
N.T. POR.841
647 m²
LOT 5123
ENLARGEMENT 'G'
1:1250
LOT 5123
7340 m²
LOT 5774
125.7 ha
Lot 5820
ENLARGEMENT 'F'
Not to Scale
Lot 1686
Lot 941
Joins Plan S.81/308
CHARLES
Town of Alice Springs
TRAILER
ACCESS
ELECTRONIC COM
EASEMENT
MICROFILMED 26/6/85
SURVEYOR'S CERTIFICATE
SURVEY APPROVED
PASSED
LEGEND
AZIMUTH
LOT 5123 AND PART OF LOT 5774
Town of Alice Springs
AND
N.T. PORTIONS 454, 841, 876, 1062 AND 1551 AND PART OF N.T. PORTION 1927
Alice Springs Locality
SCALE
1 : 5000
S.81/30C
SHEET 1 OF 5 SHEETS
COPY TO LTO 23 5 85

Supersedes plans B7, B27, B749, 9545, Dia 937, S 73/109 and S 76/254

STOCK ROUTE

NORTH SOUTH

N.T Por 650 "Bond Springs"

89° 59' 30" orig 4179.47 orig

N.T Por 688

For Enlargement See S 81/30C

ACCESS EASEMENT

COMMUNICATIONS ELECTRONIC EASEMENT

N.T Por 1454 S 76/24

N.T. PORTION 1927 1433 ha

N.T. POR. 1062 3.34 ha

N.T. POR. 454 3.34 ha

N.T. POR. 1551 9100 m²

N.T. POR. 841 6470 m²

N.T. POR. 876 2.32 ha

PART OF N.T Por 688

HIGHWAY

ACCESS EMENT AND ELTRON COM

ELTRON COM E'MENT

ELECTRONIC

PART OF N.T Por 688

(100 WIDE)

ELTRON COM

270° orig 2565.39 cal

1256.36 cal

180° orig

For Enlargement See S 81/30C

N.T. Por. 1510 A 520

STUART

ELECTRON COM E'MENT

BEARING 295° 15' 46" True

269° 59' 30" cal 2561.91 cal

CHARLES

GA 7H S 71/279

LOT 5123 – Cncl V192 F46 7340m²

LOT 5774 125.7ha

WATER SUP E'MENT

ELECTRONIC COMMUNICATIONS EASEMENT

269° 59' 30" 1113.24 269° 59' 30" 1323.71

500.23 cal

53505

Lot 5135 S 75/103

Lot 5810 B 92/295

EXTEND ROAD

Lot 1686 8.179

Lot 941 0.01239

Lot 5124 A 520

Anzac Fundamental Point N 1.5 m

Town of Alice Springs

MICROFILMED 26/6/85

METRES 500 400 300 200 100 0 500 1000 1500

Notes: The Access and Electronic Communications Easement is in favour of the Territory and N.T. Portions 454, 841, 876, 1062 and 1551.

Access Easement "A" is in favour of N.T. Portions 454, 841, 876, 1062 and 1551.

Access Easement "B" is in favour of Lot 5123.

The Electronic Communications Easements and the Water Supply Easement are in favour of the Territory.

SURVEYOR'S CERTIFICATE

I, THOMAS IAN MCKNIGHT hereby certify that the survey represented on this plan was carried out by me or under my immediate supervision and was completed on 30 / 8 / 1982 AND that this survey has been executed in accordance with the ... Land Surveyors Act and the Regulations thereunder

17/6/83 Date

Licensed Surveyor

File No S 81/30

Field Book No S 81/30 A, B, C & D

Drawn by K.W. Tarlton 9.3.82

Checked by ... 6.5.83

Checked on P.P. ALICE SPRINGS (30) Sh 29 35,30-35 4810 SHT

SURVEY APPROVED

23/5/1985 Date

Surveyor General

PASSED

22/5/85 Date

AMENDMENTS

No	REFERENCE	DETAILS	APPROVED	DATE

LEGEND

Concrete Block ■
Concrete Post □
Wood or Post, Peg or Stake o
Reference Mark x
Locks T
Fence Post ⊕

AZIMUTH

A. Assumed from ...

B. Observed at Anzac Hill ... For fundamental Point ... to Mt. Everard ...

LOTS 5123 AND 5774
Town of Alice Springs
AND
N.T. PORTIONS 454, 841, 876, 1062, 1551 AND 1927
Alice Springs Locality

SCALE 1 : 10000

S.81/30B

SHEET 2 OF 3 SHEETS

COPY TO LTO 23-5-85

DEALING LODGEMENT FORM

61-97-110

LANDS TITLES OFFICE DARWIN Civic Centre G.P.O. Box 3021 DARWIN, N.T. 5794	(A) Name and Address of Lodging Party L.A.B. 12-05-86 ~~23/4/86~~

No.	(B) Description of Instrument or Document	Registered Number	Fee
1.	MEMORADUM OF GRANT OF EASEMENT FOR RIGHT OF WAY	175107.	25-00

To lodge documents for registration

1. Complete Panel (A) to (D)
2. Present documents in the sequence listed.

Cash.....	**SUB-TOTAL**	
Cheque No	**CERTIFIED MAIL**	
Other	**TOTAL**	25-00

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 to be returned by certified mail.

(C) Titles, crown leases, duplicate instruments and other documents lodged with the above dealings:

1. C.L.P. 445 IN DUPLICATE VOL ~~#~~ FOL TO BE ALLOCATED
2.
3.
4.
5.

(D) Delivery instructions for documents not to be returned to lodging party:

DUPLICATE COPY OF CLP TO BE COLLECTED BY L.A.B.

SPL 55H COLLECTED BY L.A.B.

Received the above dealings and the amount stated together with titles and documents listed in panel (C).

**

12>8
12>8 9 4 8

25 [illegible]

25 [illegible]

36-316 G. L. DUFFIELD, Government Printer of the Northern Territory

175107.

NO. .....

CORRECT FOR THE PURPOSES OF THE REAL PROPERTY ACT

Julie Shields

A PRACTITIONER OF THE SUPREME COURT OF THE NORTHERN TERRITORY OF AUSTRALIA

CONSERVATION LAND CORPORATION

Grantor

- to -

ABORIGINAL DEVELOPMENT COMMISSION

Grantee

MEMORANDUM OF GRANT OF EASEMENT FOR RIGHT OF WAY

MEMORANDUM: A memorial of the within instrument No. 175107 was entered in the Register Book of Crown Leases

Volume 198 Folio 40 and

in the Register Book of Crown Leases

Volume 192 Folio 46

the 14TH day of MAY 1986

at 12:47 o'clock in the AFTER noon.

.....

Deputy Registrar-General

NORTHERN TERRITORY OF AUSTRALIA REGISTRAR GENERAL

Lodged at Registrar Generals Office . . . Darwin

Date 12-05-86 Time 11:02:50

Fees $25.00 Receipt 948

Lodging Party to Complete

Lodged by LAB

Requisition to

Duplicate to

J.B. O'ROURKE,
Crown Solicitor for the
Northern Territory,
Second Floor,
Darwin Plaza,
The Mall,
DARWIN. N.T.

Ref: 86/1/65 DP:mo'c
WIP.86.K.487
Tel: 89.7233

Date of this document:4/2/86

Form 32

Section 65

Land Title Act
REGISTRAR-GENERAL'S DIRECTIONS

NORTHERN TERRITORY OF AUSTRALIA

DL00771210D

Dealing Number: 771210 Lodged 09/05/2012 at 10:59:19
Dealing Type: SL By CASH
Volume 766 Folio 108 Fee $157.00 Receipt 451044

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 554 (NOTE 4)

Register	Volume	Folio	Location	Lot Description	Plan	Unit
CUFC	766	108	Town of Alice Springs	Lot 5123	S81/030B	N/A

(NOTE 5)

INTEREST BEING SUBLEASED — The whole of the Land described in Item 1 of the Schedule to this Sublease and shown on the plan at Annexure 1 t this sublease, being Lot 5123 Town of Alice Springs on plan S81/030B. (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 — Mount Nancy Housing Association Incorporated
PO Box 8070 ALICE SPRINGS NT 0871 (NOTE 8)

TENANT — Executive Director of Township Leasing
Centraplaza, 16 Bowes Street, Woden ACT 2606 (NOTE 9)

TENANCY — N/A (NOTE 10)

TERM OF SUBLEASE

Commencing:	Expiring:	Right of Renewal:
3 December 2009	2 December 2049	No

(NOTE 11)

CONSENTS — Nil (NOTE 12)

SEE ATTACHED EXECUTION CLAUSE PAGES 44-46
SIGNED by the Owner

on (Date) .....

In the presence of:

.....

Qualified Witness:

.....

.....

SEE ATTACHED EXECUTION CLAUSE PAGES 44-46
SIGNED by the Tenant

on (Date) .....

In the presence of: (NOTE 13)

.....

Qualified Witness:

.....

.....

Registered on 9/5/12 At 2:25

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 under lease. 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 uses 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 13:10:09 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

Mount Nancy Housing 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 554 held by Mount Nancy Housing 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 554.

Proposed Lessee:	Executive Director of Township Leasing
Tenement:	Lot 5123, Town of Alice Springs Approved survey plan S 81/030B
Permitted use:	Aboriginal communal living, craft complex and ancillary

Yours sincerely

DELIA LAWRIE

29-7-09

Northern Territory Government

Sublease

Mount Nancy Housing Association Incorporated

and

Executive Director of Township Leasing

and

Northern Territory of Australia

and

Chief Executive Officer (Housing)

Viewed at 13:10:09 on 26/10/2016 by 32GPL.

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Sublease

Date 3 December 2009

Parties

1. Mount Nancy Housing Association Incorporated, incorporated under the Associations Act, ABN 81 264 655 161 ("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

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(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.

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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;

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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

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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:

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(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);

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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;

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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;

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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:

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(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;

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(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.

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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.

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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.

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(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.

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(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

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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.

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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

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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.

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(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.

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(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.

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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.

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(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

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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.

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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, Craft Complex 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

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(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:

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(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

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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:

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(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**).

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(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.

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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.

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(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.

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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.

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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.

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(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.

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(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;

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(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 13:10:09 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 13:10:09 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 192 Folio 046 being Lot 5123 Town of Alice Springs on plan S81/030B 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: Mount Nancy 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

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		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 9644(A)" and "Lot 9647(A)".

Viewed at 13:10:09 on 26/10/2016 by 32GPL.

Executed as a deed.

Executed by **Mount Nancy Housing Association Incorporated** in accordance with its constitution by:

Valentine Shaw VShaw
Signature

VALENTINE SHAW
Print Name

TREASURER
Position

E Hoosan EH
Signature

EILEEN HOOSAN
Print Name

COMMITTEE MEMBER
Position

.....
Signature

.....
Print Name

.....
Position

.....
Signature

.....
Print Name

.....
Position

31.07.2009
Date

Viewed at 13:10:09 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: 13, 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
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

3 DEC 2009
.....
Date

.....
Chief Executive Officer (Housing)

D.J. Ritchie
Chief Executive
Print name

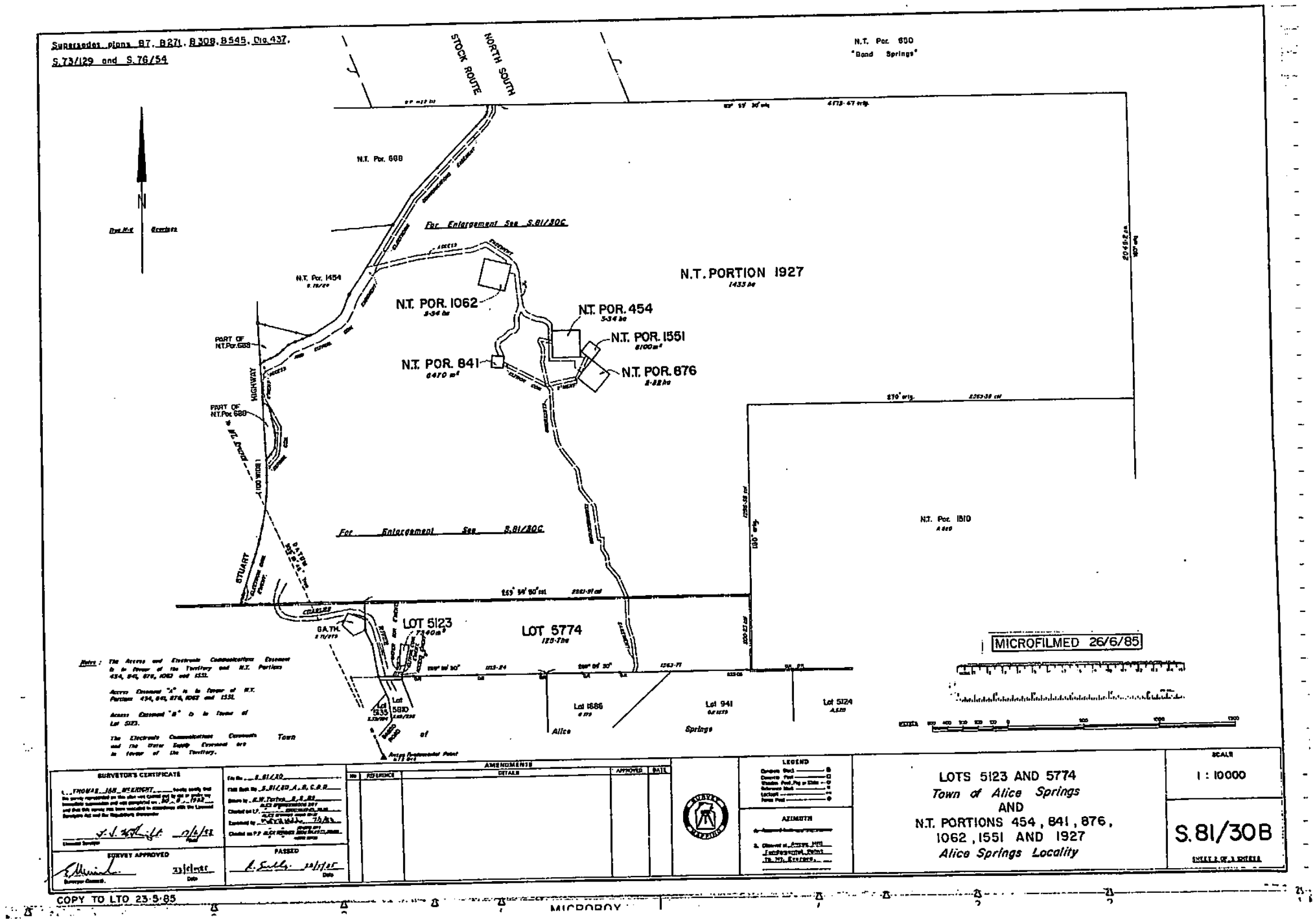
Sublease

Annexure 1 - Living Area

Viewed at 13:10:09 on 26/10/2016 by 32GPL.

Dealing 771210

Survey Plan S 81/030B



Viewed at 14:05:06 on 18/05/2009 by 69AGS.

Annexure 2 - Form 78 Non Lapsing Caveat

Viewed at 13:10:09 on 26/10/2016 by 32GPL.

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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.

Annexure 3 - Form 93 General Consent

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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.

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

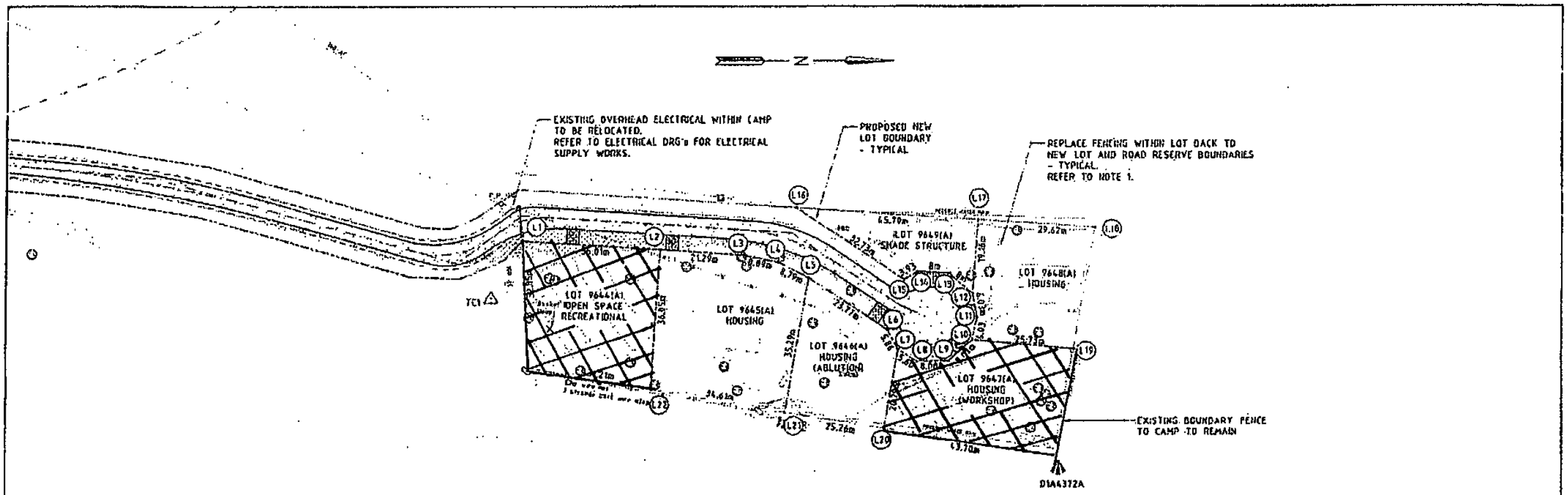
Your personal information provided on this form can be subsequently accessed by you on request. If you have any queries please contact the Deputy Registrar-General on 8999 5318.

Viewed at 13:10:09 on 26/10/2016 by 32GPL.

Annexure 4 - Community Land

Viewed at 13:10:09 on 26/10/2016 by 32GPL.

Dealing 771210



LEGEND

- FUTURE DWELLING (LOTS 500 TO 600m² 12m x 15m BUILDING ENVELOPE) (LOTS >600m² 12m x 17m BUILDING ENVELOPE)
- EXISTING DWELLING/BUILDING
- EXISTING TREES
- PROPOSED LOT BOUNDARY AND LOT STAR PICKET
- EXISTING PROPERTY BOUNDARY
- EXISTING FENCE
- EXISTING ROAD
- PROPOSED ROAD
- EXISTING TRACK
- P.P EXISTING OVERHEAD ELECTRICITY AND POWER POLE
- ABANDON EXISTING SERVICE
- CRM SURVEY CRM
- TC1 CONTROL TRAVERSE STATION

ITWIYETHWENGE I.D. 64 (BASSO'S FARM) LOT LAYOUT

NOTES:

1. ALL REPLACEMENT FENCING TO BE DONE BY OTHERS TO TANGENTYERE COUNCIL STANDARDS.
2. FOR SURVEY CONTROL STATION COORDINATES REFER TO ORG No. 809-6839.

BASSO'S FARM - LOT SET-OUT COORDINATES

POINT NUMBER	EASTING	NORTHING	POINT NUMBER	EASTING	NORTHING
L1	384925.35	7382499.62	L12	384939.61	7382613.56
L2	384927.81	7382536.55	L13	384934.23	7382607.65
L3	384929.31	7382555.78	L14	384933.76	7382599.67
L4	384931.11	7382566.49	L15	384935.79	7382596.31
L5	384935.19	7382572.30	L16	384917.23	7382569.34
L6	384948.55	7382591.92	L17	384920.59	7382614.92
L7	384953.73	7382594.67	L18 (EXIST.)	384922.62	7382644.46
L8	384956.89	7382599.30	L19 (EXIST.)	384953.87	7382639.02
L9	384956.80	7382607.37	L20	384974.19	7382591.66
L10	384951.45	7382613.41	L21	384969.88	7382566.17
L11	384945.54	7382618.65	L22	384963.79	7382532.11

No.	DESCRIPTION	DATE	DRAWN	CHK / APP / COMPANY
A	ISSUED FOR CONSTRUCTION	21.07.08	B.M.	CRM - LD - TCH
B	ISSUED FOR APPROVAL	16.11.07	B.M.	CRM - LD - TCH
C	ISSUED FOR INTL DESIGN REVIEW	23.07.07	B.M.	CRM - LD - LTD

AMENDMENTS

DESIGNED N.C./S.B. CHECKED DATE JAN 2008

DRAWN N.C./B.M. CHECKED DATE JULY 2007

DESIGN PROJECT LEADER PROJECT DIRECTOR DATE DATE

Northern Territory Government
Department of Planning and Infrastructure

ALICE SPRINGS
CONNECTING NEIGHBOURS PROGRAM - ALICE SPRINGS PROJECT
UPGRADE WORKS ON ITWIYETHWENGE I.D. 064 BASSO'S FARM
LOTS 9644 TO 9649
LOT LAYOUT

TCH No.	ASSET No.	SHEET No.	DRAWING No.	REVISION	SHEET SIZE
FOS 22270		4 OF 17	B07-6841	0	A1

00451044

DEPARTMENT OF JUSTICE (ABN 84 085 734 992)
REGISTRAR-GENERAL'S OFFICE
NICHOLS PLACE
GPO BOX 3021

1 OF 1

Priority of Lodgement	

Enquiries : 8999 6252

2139/12

TAX INVOICE (RECEIPT) - OFFICE COPY

Lodging Party:
OFFICE OF TOWNSHIP LEASING,
GPO BOX 367
DARWIN NT 0801

Customer Code:
Self Assessing Code:

Date of Issue	03/05/2012
at	10:58
by	IRIN
Application #	00261233

Document Delivery:
OFFICE OF TOWNSHIP LEASING
GPO BOX 367
DARWIN NT 0801

Lodgement No 771210

If paper title exists enter

Volume _____

Folio _____

Description	GST Incl Amount
SUBLEASE (LOT 5123 PLAN S81/030B TOWNSHIP OF ALICE SPRINGS)	157.00

Total Cost excl GST	$157.00
Total GST	$0.00
Total Invoice	$157.00

Payment Details

EFT - CREDIT CARD

10
—
55

192/46

REGISTER BOOK

Volume 192 Folio 46

Deputy Registrar-General

NORTHERN TERRITORY OF AUSTRALIA

SPECIAL PURPOSES LEASE No. 554

The Minister for Lands and Housing in the name of the Territory, and in pursuance of the Special Purposes Leases Act hereby grants to ABORIGINAL DEVELOPMENT COMMISSION whose principal office is situate at 50-52 Colby Court Phillip in the Australian Capital Territory

(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 seven thousand three hundred and thirty five square metres or thereabouts and being Lot 5123 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 first day of July one thousand nine hundred and eighty one.

CUCL/192/0465

Viewed at 22:01:35 on 23/01/2017 by 32GPL.

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, Craft Complex and Ancillary.

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 said Act for the time being in force.

5. That all Development will be in accordance with any Planning Instrument under the Planning Act affecting the land the subject of the lease.

SIGNED SEALED and DELIVERED by MALCOLM DAVID BOUND the Delegate of the Minister

SEAL

In the presence of -

IN WITNESS whereof the Common Seal
of ABORIGINAL DEVELOPMENT COMMISSION
was hereunto affixed by
Authority of the Commissioners on the

FOURTEENTH day of JANUARY 1982

In the presence of - Colin J. Bourke
GENERAL MANAGER

ABORIGINAL DEVELOPMENT COMMISSION
COMMON SEAL

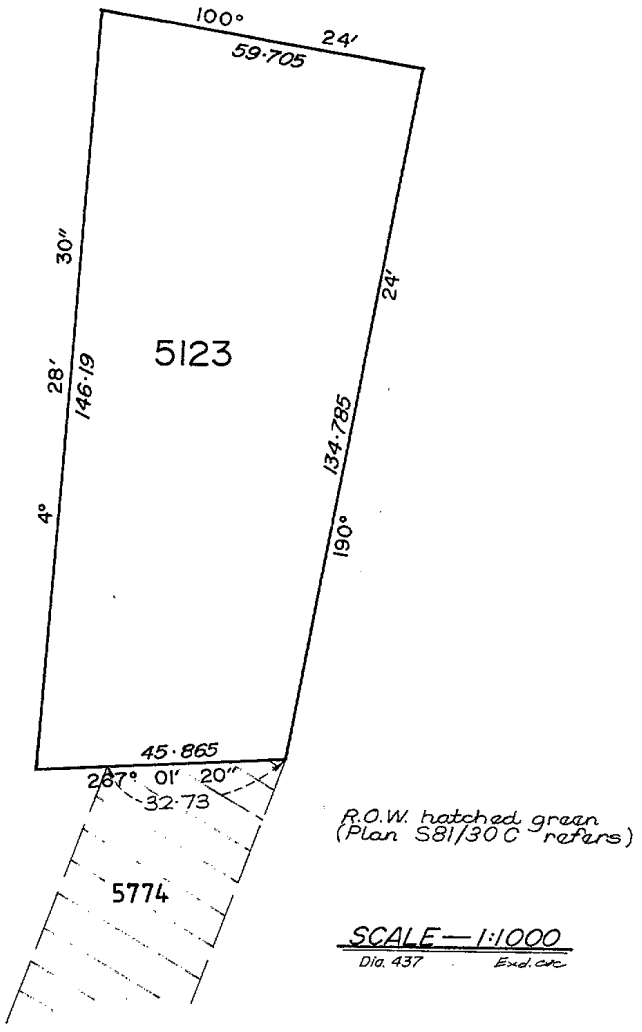
Given under the Common Seal
of ABORIGINAL DEVELOPMENT COMMISSION
by Authority of the ~~Board of Directors~~ COMMISSIONERS. JRA.

In the presence of - COLIN JOHN BOURKE (Full name in block letters) GENERAL MANAGER — Colin J. Bourke (and Signature)

JOHN REXTON AUSTIN (Full name in block letters) DELEGATE OF ABORIGINAL DEVELOPMENT COMMISSION — John R Austin (and Signature)

PLAN REFERRED TO

CUCL/192/0465



ENCUMBRANCES REFERRED TO:

NIL.

I certify that this Lease is correct for execution.

Surveyor-General, N.T.

84/1/82
355/186
418/85

ABBREVIATIONS

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

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
	E	175107	12.5.86	11:02:50	A Right of Way Easement appurtenant to the within land has been granted to the proprietors of the within land over that part of Lot 5774 Town of Alice Springs as is shown marked access easement and hatched green on Crown Lease perpetual No. 445 Volume 198 Folio 40 and more particularly described in L.T.O. Instrument No. 175107 and survey plans S81/30B & S81/30C.					
	T	205124	11.7.88	11.51.10	TO: MOUNT NANCY HOUSING ASSOCIATION INCORPORATED whose registered office is situate at 4 Elder Street, Alice Springs N.T.	W. Erdenburg				
	X	205125	11.7.88	11.51.12	BY: ABORIGINAL DEVELOPMENT COMMISSION	W. Erdenburg				

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

19692 802

Date Registered: 04/05/2012 **Volume** 766 **Folio** 108
Duplicate Certificate as to Title issued? No

SEARCH CERTIFICATE

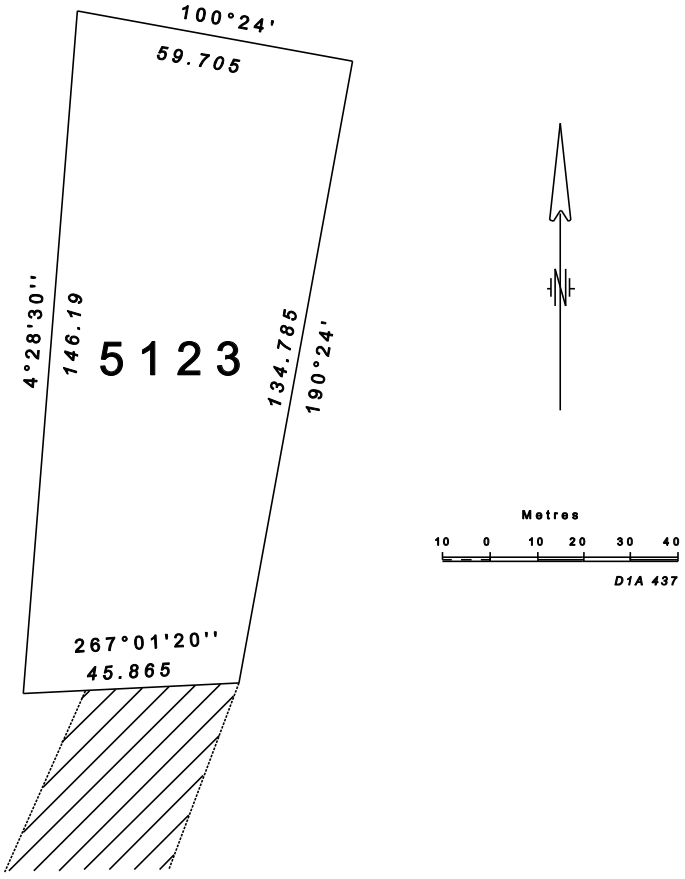
SPECIAL PURPOSES LEASE 00554

Lot 5123 Town of Alice Springs from plan(s) S 81/030B
Area under title is 7340 square metres

Owner:
Mount Nancy Housing Association Incorporated
of 4 Elder Street, Alice Springs NT 0870

Registered Date	Dealing Number	Description
		Previous title is **Register Book**CUCL **Volume** 192 **Folio** 046
09/05/2012	771210	Sublease to Executive Director of Township Leasing - expiring 02/12/2049
14/05/1986	175107	Access easement granted over lot(s) 5774

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 05123 Town of Alice Springs plan(s) S 81/030B

(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 766 108 (order 1)

Tenure Type
SPECIAL PURPOSES LEASE 554

Tenure Status
Current

Area Under Title
7340 square metres

Owners
Mount Nancy Housing Association Incorporated
4 Elder Street, Alice Springs NT 0870

Easements
(none found)

Scheme Name
(none found)

Scheme Body Corporate Name
(none found)

Reserved Name(s)
(none found)

Unit Entitlements
(none found)

Transfers
12/07/1988 for DEED
16/05/1977 for $7,600

Tenure Comments
(none found)

Historic Titles
CUCL 192 046 (order 2)
CUCL 192 046 (order 1)
CUCL 138 033 (order 2)
CUCL 138 033 (order 1)
Visit the website http://www.nt.gov.au/justice/bdm/land_title_office/

Custodian - Surveyor General (+61 8 8995 5362)

Address
SCOBIE RD, STUART

Survey Plan
S 81/030B

Survey Status
Approved

Parcel Status
CURRENT

Parcel Area
7340 square metres

Map Reference
Code 010 Scale 2500 Sheet 29.35

Parent Parcels
(none found)

Parcel Comments
FORMER NT POR 430 - S74/1024/7. NOT INCLUDED IN TOWN LANDS BOUNDARIES AS GAZETTED AGG 74 10/9/1974. SEE S2007/019 LOTS 9644(A) TO 9650(A) ADMIN LOTS OVER BASSO CAMP, REPLACED. LOTS 10461(A) TO 10466(A) - S2012/018 . NTG G27 03/07/2013 P4 NAMING OF PLACE - SCOBIE ROAD.

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 05123 Town of Alice Springs

Unimproved Capital Value

$190,000 on 01/07/2015
$205,000 on 01/07/2012
$195,000 on 01/07/2009
$145,000 on 01/07/2006
$116,000 on 01/07/2003
$80,000 on 01/07/2000
$72,000 on 01/07/1997
$50,000 on 01/07/1994
$45,000 on 01/07/1991
$40,000 on 01/01/1989
$40,000 on 01/01/1986
$30,000 on 01/01/1983
$10,000 on 01/07/1980
$5,180 on 14/03/1978

Valuation Improvements

28/05/1990 House x 2
28/05/1990 Industrial shed
28/05/1990 Ablution block
14/03/1978 House x 2
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:	6 of 6
Description:	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* 01/08/2011

Application Number:	5 of 6
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

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	9
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 Alice Springs Town Council

123
5774
SCOBIE ROAD

Karnte

Form 31

Section 65

Land Title Act

REGISTRAR-GENERAL'S DIRECTIONS

NORTHERN TERRITORY OF AUSTRALIA

DL00728337D

Commissioner of Taxes use only

Not liable to stamp duty in the Northern Territory (NOTE 1)

for Commissioner of Territory Revenue

24/3/10

Dealing Number: 728337 Lodged 08/06/2010 at 16:52:49

Dealing Type: LS By CASH

Volume 622 Folio 184 Fee $ 155.00 Receipt 347419

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	184	Town of Alice Springs	Lot 7850	S87/059	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 7850 Town of Alice Springs on plan S87/059. (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: Karnte 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 (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 At 09:18

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

Karnte Aboriginal Corporation

and

Executive Director of Township Leasing

and

Northern Territory of Australia

and

Chief Executive Officer (Housing)

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Sublease

Date 3 December 2009

Parties

1. Karnte Aboriginal Corporation, incorporated under the CATSI Act, ABN 12 727 032 594 ("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

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(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 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.

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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;

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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 Land Act* (NT);

Cure Period means: NR LB

(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;

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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 NR LB 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;

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(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;

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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;

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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;

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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

(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:

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(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;

(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;

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(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.

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:

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(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.

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

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(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.

(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.

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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.

(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

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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 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

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(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.

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.

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(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 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

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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.

(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).

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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.

(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;

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(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.

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

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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.

(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.

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(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 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.

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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:

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(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 Housing Area.

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

(b) any negligence or default of the EDTL.

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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;

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(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 Area arising from Works undertaken pursuant to clause 9.3 including but

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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

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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**).

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(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.

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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.

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(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.

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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.

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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.

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(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.

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(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 11:10:37 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 11:10:37 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 11:10:37 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 622 Folio 184 being Lot 7850 Town of Alice Springs on plan S87/059 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: Karnte 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 11:10:37 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 "Lot 9881(A)", "Lot 9890(A)" and "Lot 9891(A)".

Viewed at 11:10:37 on 31/10/2016 by 32GPL.

Executed as a deed.

Executed by **Karnte Aboriginal Corporation**
in accordance with s 99-5 of the CATSI Act by:

NOEL RAGGETT
Signature

Larry Bob
Signature

COMMON SEAL

NOEL RAGGETT
Print Name

LARRY BOB
Print Name

DIRECTOR
Director/Secretary

DIRECTOR
Director/Secretary

31.07.2009
Date

Viewed at 11:10:37 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

.....
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 11:10:37 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

Position 68 The Esplanade, Darwin NT
Ph: (08) 8935 7809

.....

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

Position 68 The Esplanade, Darwin NT
Ph: (08) 8935 7809

.....

Chief Executive Officer (Housing)

David John Ritchie
Chief Executive

Print name

3 DEC 2009

.....

Date

Viewed at 11:10:37 on 31/10/2016 by 32GPL.

Annexure 1 - Living Area

Survey Plan S 87/059

SUPERSEDES S.82/96

5146
S.75/103

ROAD

(PUBLIC ROAD 25 WIDE)

7862
1·66 ha

5192
S.79/102A

7850
7·51 ha

KARVITE (PUBLIC ROAD 25 WIDE)

DATUM A-B-C-D

Scale 1:750

Scale 1:1000

Field Book S.87/59

Drawn D.M.WHITE 7-10-87

Examined

Map Reference ALICE SPRINGS 1:1500 SHEET 99-25 ALICE SPRINGS 1:5000 SHEET 13-14

AZIMUTH Assumed from S.79/102A

Observed to

LEGEND

Concrete Post ..... O
Concrete Block ..... B
Peg or Wooden Post ..... O
Reference Mark X
Lockspit ..... >
Fence Post ..... ⊞

Notes: Reference Marks are of one metre unless otherwise shown.

I, TERRENCE LEONARD GADSBY, hereby certify that this survey represented on this plan was carried out by me or under my immediate supervision and was completed on 22-9-87 and that this survey has been executed in accordance with the Licensed Surveyors Act and the Directions thereunder

J L Gadsby 8-10-87
Licensed Surveyor Date

SURVEY APPROVED

S.W.Gallacher 28/10/87
Delegate of the Surveyor-General Date

Department of Lands Northern Territory

LOTS 7850 AND 7862

TOWN OF ALICE SPRINGS

SCALE 1:1500

S.87/59

In LEGEND — Damaged or destroyed plan will be rejected.

Viewed at 14:05:39 on 18/05/2009 by 69AGS.

Viewed at 11:10:37 on 31/10/2016 by 32GPL.

Annexure 2 - Form 78 Non Lapsing Caveat

Viewed at 11:10:37 on 31/10/2016 by 32GPL.

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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.

Annexure 3 - Form 93 General Consent

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Viewed at 11:10:37 on 31/10/2016 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 (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

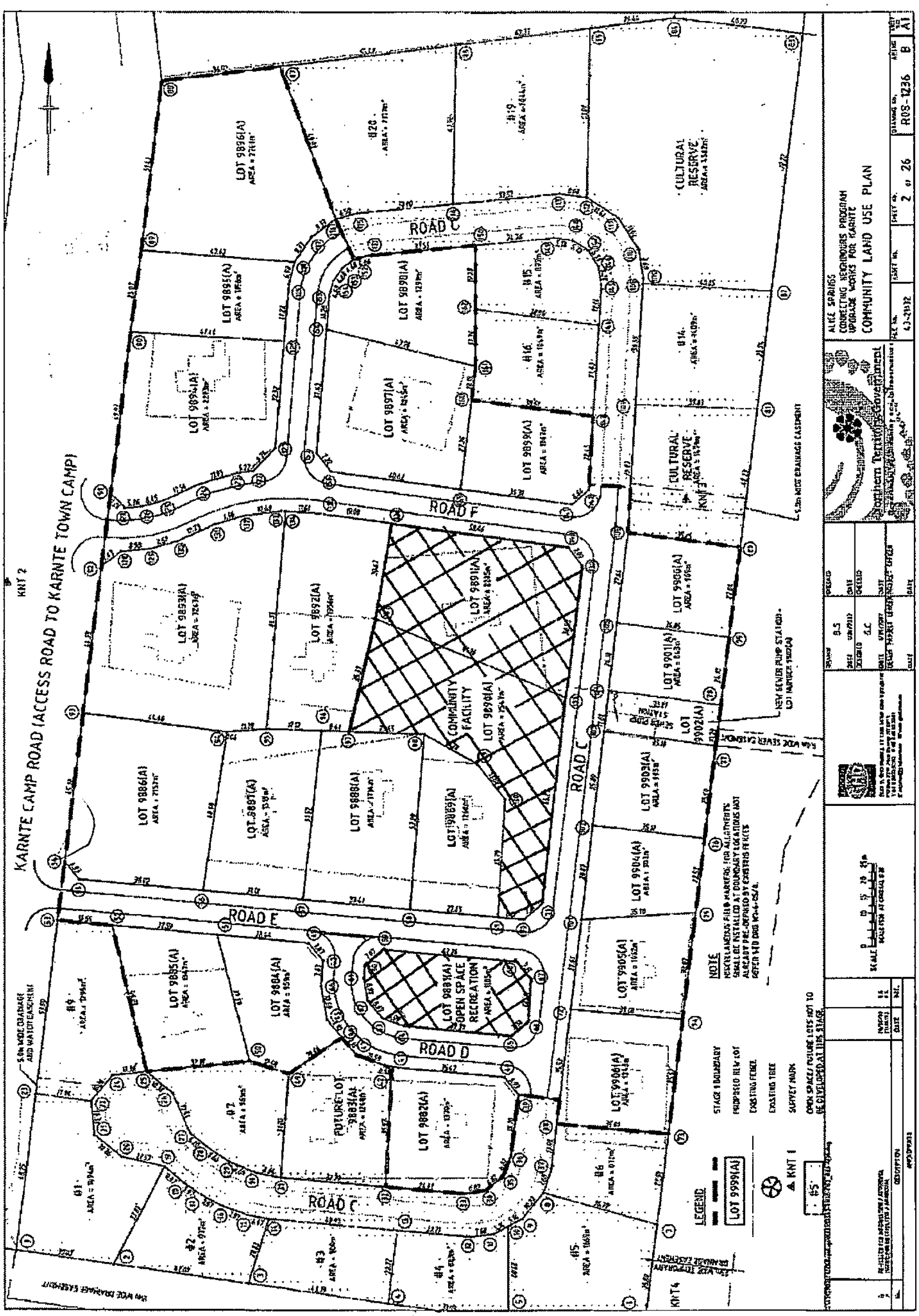
The Registrar-General's Office is authorised by the Land Title Act to collect the information on this form for the establishment and maintenance of the Land Register, which is made available for search by any person, anywhere, including through the Internet, upon payment of a fee. The information is 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 11:10:37 on 31/10/2016 by 32GPL.

Annexure 4 - Community Land


ROAD C
ROAD F
ROAD E
ROAD D
KARNTE CAMP ROAD (ACCESS ROAD TO KARNTE TOWN CAMP)
LOT 9896(A)
LOT 9895(A)
LOT 9894(A)
LOT 9897(A)
LOT 9899(A)
LOT 9891(A)
LOT 9892(A)
LOT 9893(A)
LOT 9886(A)
LOT 9887(A)
LOT 9888(A)
LOT 9890(A)
LOT 9898(A)
LOT 9884(A)
LOT 9885(A)
LOT 9882(A)
LOT 9883(A)
LOT 9901(A)
LOT 9902(A)
LOT 9903(A)
LOT 9904(A)
LOT 9905(A)
LOT 9906(A)
LOT 9907(A)
CULTURAL RESERVE
COMMUNITY FACILITY
OPEN SPACE RECREATION
NEW SEWER PUMP STATION
LOT NUMBER 9907(A)
5.0m WIDE DRAINAGE AND WATER EASEMENT
LEGEND
STAGE 1 BOUNDARY
PROPOSED NEW LOT
EXISTING FENCE
EXISTING TREE
SURVEY MARK
LOT 9999(A)
NOTE
KNT 1
KNT 2
KNT 4
ALICE SPRINGS
CONNECTING NEIGHBOURS PROGRAM
UPGRADE WORKS FOR KARNTE
COMMUNITY LAND USE PLAN
Northern Territory Government
2 of 26
R08-1236
B
A1

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

Karnte Aboriginal Corporation
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 Crown Lease in Perpetuity 1111 held by Karnte Aboriginal Corporation

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 1111.

Proposed Lessee:	Executive Director of Township Leasing
Tenement:	Lot 7850, Town of Alice Springs Approved survey plan S 87/059
Permitted use:	Aboriginal residential housing area

Yours sincerely

DELIA LAWRIE

29-7-09

Northern Territory Government

00347419

DEPARTMENT OF JUSTICE (ABN 84 085 734 992)
REGISTRAR-GENERAL'S OFFICE
NICHOLS PLACE
GPO BOX 3021
DARWIN NT 0801
Enquiries : 8999 6252

17 OF 18

Priority of Lodgement	/

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 728337

If paper title exists enter

Volume _____

Folio _____

Description	GST Incl Amount
SUBLEASE (LOT 7850 / ALICE SPRINGS)	155.00

3023/10

Total Cost excl GST	$155.00
Total GST	$0.00
Total Invoice	$155.00

Payment Details

CHEQUE (004370 RBA CANBERRA (092009))

Form 32 Section 65

Land Title Act

REGISTRAR-GENERAL'S DIRECTIONS

NORTHERN TERRITORY OF AUSTRALIA

DL00728360D

Dealing Number: 728360 Lodged 09/06/2010 at 10:57:23
Dealing Type: UL By CASH
Volume 747 Folio 788 Fee $ 155.00 Receipt 347420

Commissioner of Taxes use only (NOTE 1)

Not liable to stamp duty in the Northern Territory

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: 728337 (NOTE 4)

Register	Volume	Folio	Location	Lot Description	Plan	Unit
CUFT	~~622~~ 747	~~184~~ 788	Town of Alice Springs	Lot 7850	S87/059	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 7850 Town of Alice Springs on plan S87/059. (NOTE 6)

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

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:
3/12/2009	2/12/2012	No

(NOTE 11)

CONSENTS — Nil (NOTE 12)

See Execution Clause at p34 of the attached lease

See Execution Clause at p35 of the attached lease (NOTE 13)

Registered on 9.6.2010 At 11:13

REGISTRAR GENERAL NORTHERN TERRITORY OF AUSTRALIA

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

Karnte (CLP 1111)

Executive Director of Township Leasing

and

Northern Territory of Australia

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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;

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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

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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);

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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;

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(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;

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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);

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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;

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(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

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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.

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(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.

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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,

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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.

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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.

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(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.

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(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;

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(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.

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(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.

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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 Housing Area.

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.

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(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.

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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;

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(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.

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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).

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(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).

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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:

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(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

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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

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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.

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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.

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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 184, being Lot 7850 Town of Alice Springs on plan S87/059 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 11:10:39 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: 23, 16 Bowes St

Woden ACT

Contact details of qualified witness

3/12/2009

Execution Date

Viewed at 11:10:39 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 Artaun

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

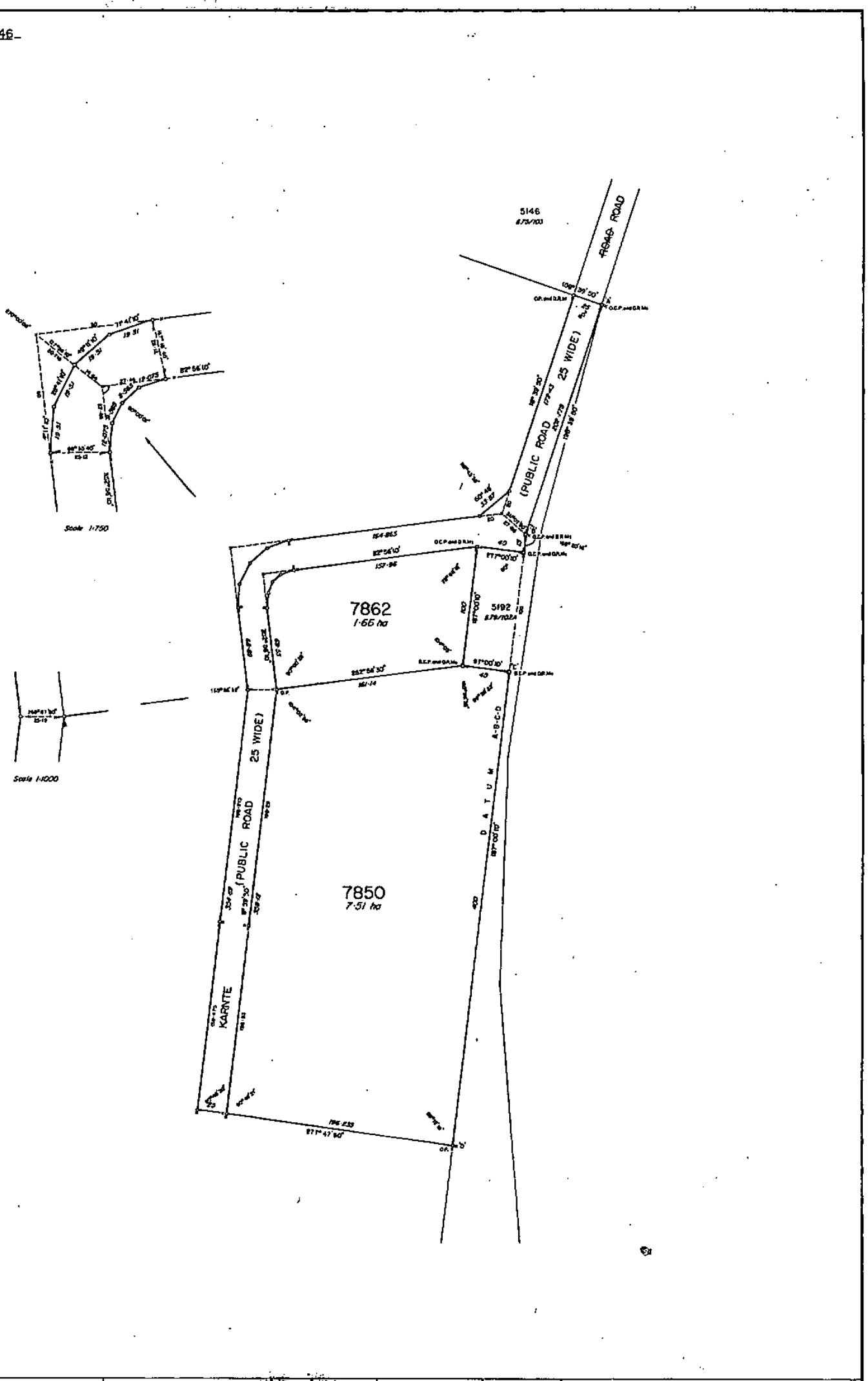
Viewed at 11:10:39 on 31/10/2016 by 32GPL.

Annexure 1 - Living Area

Viewed at 11:10:39 on 31/10/2016 by 32GPL.

Survey Plan S 87/059

SUPERSEDES S.82/46



I, TERRENCE LEONARD DADSBY, hereby certify that the survey represented on this plan was carried out by me or under my immediate supervision and was completed on 27.9.87 and that this survey has been executed in accordance with the Licensed Surveyors Act and the Directions thereunder.

T.L. Gadsby — 8.10.87.
Licensed Surveyor — Date

SURVEY APPROVED

G.W. Cathels — 28-10-87
Delegate of the Surveyor-General — Date

Notes: Reference Marks are at one metre unless otherwise shown.

Field Book S 87/59
Drawn G.M WHITE 5-10-87
Examined 27-10-87
Map Reference ALICE SPRINGS 1:2500 SHEET 53-09 ALICE SPRINGS 1:1000 SHEET 15-14

Grid ____ Bearings
AZIMUTH
Assumed from S.79/1024
Observed at ____

LEGEND
Concrete Peg ____ CO
Concrete Block ____ M
Peg or Wooden Post ____ O
Reference Mark ____ R
Iron Pipe ____ P
Fence Post ____ F

LOTS 7850 AND 7862
TOWN OF ALICE SPRINGS
SCALE 1:1500
S.87/59

WARNING — Damaged or creased plan will be rejected

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

Viewed at 11:10:39 on 31/10/2016 by 32GPL.

00347420

DEPARTMENT OF JUSTICE (ABN 84 085 734 992)
REGISTRAR-GENERAL'S OFFICE
NICHOLS PLACE
GPO BOX 3021
DARWIN NT 0801
Enquiries : 8999 6252

18 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 728360

If paper title exists enter

Volume _____

Folio _____

Description	GST Incl Amount
UNDERLEASE (LOT 7850 / ALICE SPRINGS)	155.00

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** 788
Duplicate Certificate as to Title issued? No

SEARCH CERTIFICATE

CROWN LEASE IN PERPETUITY 01111

Lot 7850 Town of Alice Springs from plan(s) S 87/059
Area under title is 7 hectares 5100 square metres

Owner:
Karnte Aboriginal Corporation
of PO Box 8070, Alice Springs NT 0871

Registered Date	Dealing Number	Description
		Previous title is **Volume** 622 **Folio** 184
09/06/2010	728360	Underlease to Northern Territory of Australia - expiring 02/12/2012 (728337)
09/06/2010	728337	Sublease to Executive Director of Township Leasing - expiring 02/12/2049

End of Dealings

Commencing: 22 January 1993

Expiring: In Perpetuity

Reservations:

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

Provisions:

1. The purpose of the lease ("the lease purpose") is Aboriginal Residential Housing Area.

2. The annual rent for the lease will be 10 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 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 Crown Lands Act and 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 Lessee may at any time surrender the lease in the manner prescibed 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.

Lease Conditions:

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 to the leased land.

3. The Lessee will pay the rent annually in advance.

4. The Lesse will maintain and repair and keep in repair all such boundary fencing to the satisfaction of the Minister.

5. The Lessee wil at all times maintain and repair to a value of not less than one million three hundred thousand dollars and keep in repair all buildings and improvements on the leased land all to the satisfaction of the Minister.

6. The Lessee will maintain all landscaping in accordance with the approved plan, and to the satisfaction of the Minister.

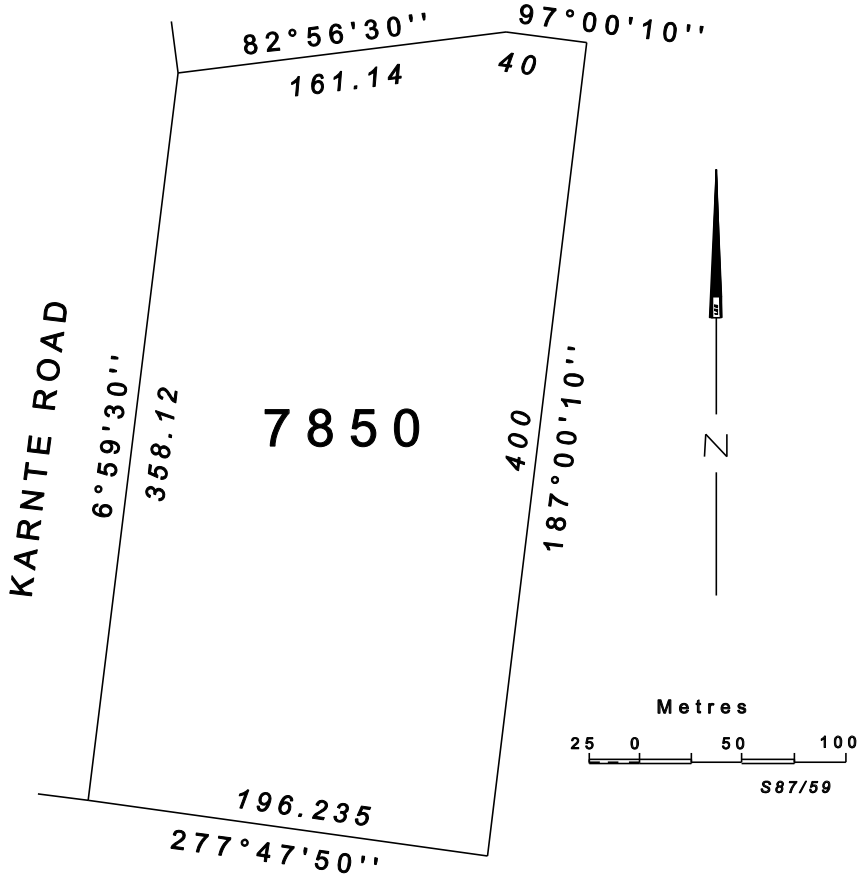
7. The Lessee will maintain all car parking areas, internal driveways and footpaths to the satisfaction of the Regional Director (South), Department of Lands, Housing and Local Government.

8. All developments 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.

9. 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, carcases of animals and other unsightly or offensive matter and harbour for insects, pests and the breeding of mosquitoes.

10. 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 9 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 therof (as determined by the Minister) shall be borne and payable by the Lessee on demand.

11. The Lessee acknowledges that services, including road access, electricity supply and water supply are not available to the lease boundary and acknowledges that the Northern Territory Government is not obliged to provide such services.



Date Registered: 09/06/2010 **Volume** 747 **Folio** 788
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 07850 Town of Alice Springs plan(s) S 87/059

(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 747 788 (order 1)

Tenure Type
CROWN LEASE IN PERPETUITY 1111

Tenure Status
Current

Area Under Title
7 hectares 5100 square metres

Owners
Karnte 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 622 184 (order 1)
CUCL 204 096 (order 1)
CUCL 200 058 (order 1)
Visit the website http://www.nt.gov.au/justice/bdm/land_title_office/

Custodian - Surveyor General (+61 8 8995 5362)

Address
165 KARNTE RD, ARUMBERA

Survey Plan
S 87/059

Survey Status
Approved

Parcel Status
CURRENT

Parcel Area
7 hectares, 5100 square metres

Map Reference
Code 010 Scale 5000 Sheet 15.14
Code 010 Scale 2500 Sheet 29.28

Parent Parcels
Lot 05825 Town of Alice Springs plan(s) S 82/046

Parcel Comments
ISSUE OF A CROWN LEASE (TERM) TO KARNTE ABORIGINAL CORPORATION - S87/059. NOTICE OF DETERMINATION NTG G49 09/12/1987. ACCEPTANCE OF OFFER OF CL(T) TO KARNTE ABORIGINAL CORPORATION FOR RESIDENTIAL HOUSING AREA. ADJOINING ROAD WIDENING - S90/29. ADMINISTRATIVE LOTS 10147 TO 10169 ALLOCATED UNDER CONNETERRITORY ALLIANCE PROJECT - 98/9249. KNOWN AS "KARNTE" TOWN CAMP. INTERNAL ROADS NAMED NTG G42 19/10/2011. ADMINISTRATIVE LOTS 10147 TO 10169 AND 10289 TO 10292 - S2012/007.

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 07850 Town of Alice Springs

Unimproved Capital Value

$530,000 on 01/07/2015
$578,000 on 01/07/2012
$550,000 on 01/07/2009
$385,000 on 01/07/2006
$285,000 on 01/07/2003
$230,000 on 01/07/2000
$202,000 on 01/07/1997
$156,000 on 01/07/1994
$132,000 on 01/07/1991
$120,000 on 01/01/1989
$80,000 on 01/01/1986

Valuation Improvements

28/05/1990 House x 12

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:	alterations to existing, addition of verandah
Number of Residental Units:	
Australian Bureau of Statistics Type:	(none found)
Building Class:	Assembly building
Area:	245 square metres
Certification:	Assembly building - Full Code - *issued on* 16/06/2015

Application Number:	20 of 21
Description:	KC30 - New concrete and steel residential 3 bedroom dwelling (Type H6SAS) and enclosed 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* 14/12/2011 Non-habitable building - Full Code - *issued on* 14/12/2011

Application Number:	19 of 21
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* 22/09/2011

Application Number:	18 of 21
Description:	Refurbishment - 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* 06/12/2011

Application Number:	17 of 21
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* 22/09/2011

Application Number:	16 of 21
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* 22/09/2011

Application Number:	15 of 21
Description:	Refurbishment - House 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* 12/02/2013

Application Number:	14 of 21
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* 16/09/2011

Application Number:	13 of 21
Description:	HOUSE KC9900 - 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
Area:	139 square metres
Certification:	Single Dwelling - Full Code - *issued on* 05/12/2011

Application Number:	12 of 21
Description:	HOUSE KC21A & KC21B - New concrete and steel residential 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
Area:	228 square metres
Certification:	Single Dwelling - Full Code - *issued on* 05/12/2011

Application Number:	11 of 21
Description:	HOUSE KC17A & KC17B - New concrete and steel residential 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
Area:	228 square metres
Certification:	Single Dwelling - Full Code - *issued on* 06/12/2011

Application Number:	10 of 21
Description:	HOUSE KC9 - New concrete and steel residential 3 bedroom dwelling (Type H6AS)
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	136 square metres
Certification:	Single Dwelling - Full Code - *issued on* 02/12/2011

Application Number:	9 of 21
Description:	Dwelling Alterations [House 1,10]
Number of Residental Units:	2
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	(none found)
Certification:	Single Dwelling - Full Code - *issued on* 23/09/2011

Application Number:	8 of 21
Description:	Dwelling alterations to house 02, 03 & 12 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:	7 of 21
Description:	R&M-House 14-Community Centre
Number of Residental Units:	
Australian Bureau of Statistics Type:	(none found)
Building Class:	Assembly building
Area:	200 square metres
Certification:	Assembly building - Full Code - *issued on* 09/02/2009

Application Number:	6 of 21
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:	4 of 21
Description:	DWELLING ADDITIONS / ALTERATIONS
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* 14/06/2000

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	12
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

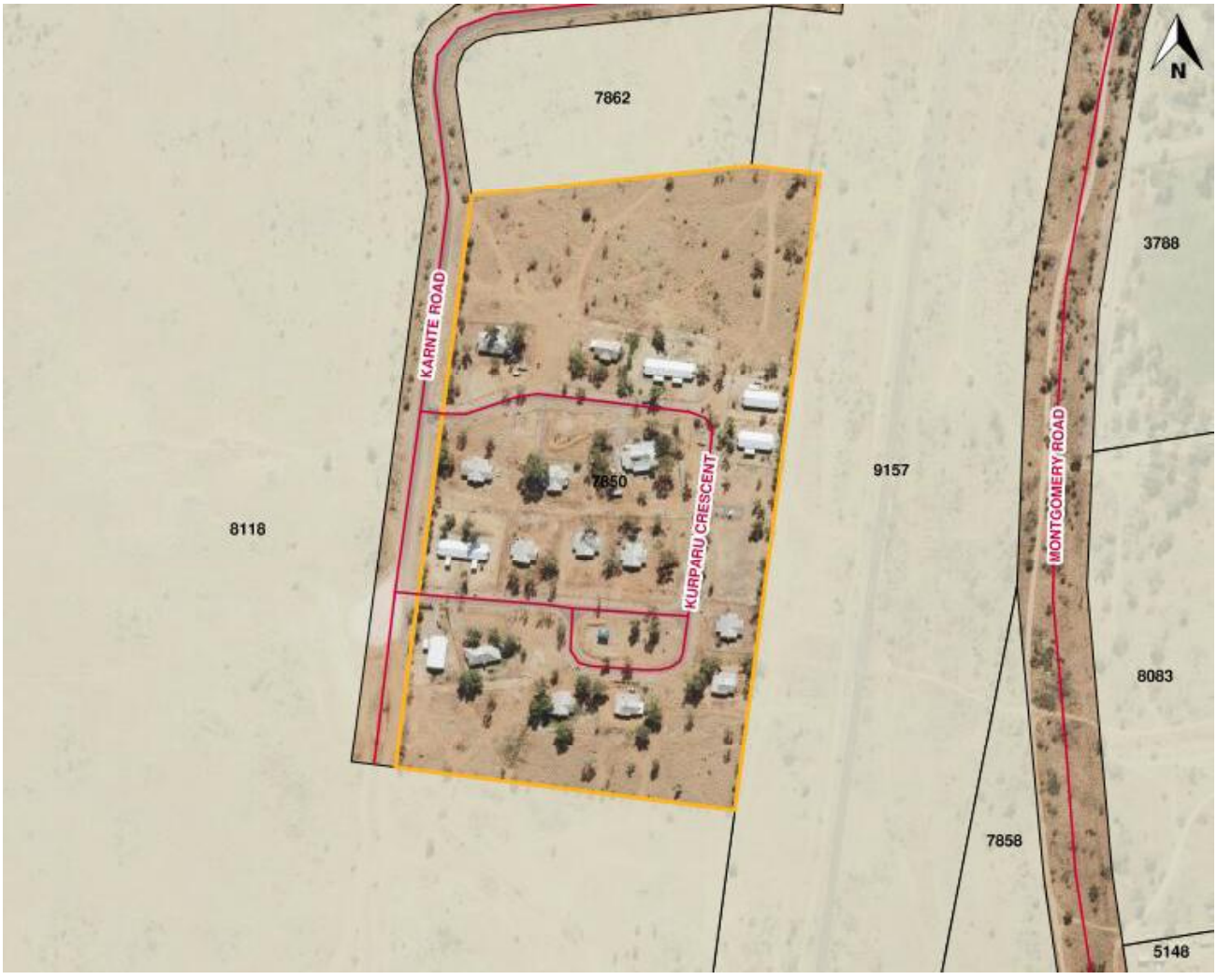
Custodian - Heritage Branch (+61 8 8999 5039)

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



Yarrenty Altere (Larapinta Valley)

WORKMEN'S LIEN ACT 1893 AS AMENDED

NOTICE OF LIEN

To: The Registrar General
of the Northern Territory of Australia

TAKE NOTICE THAT **G & J DONA SALES PTY LTD t/as DONA SALES** having its registered office at 8 Healy Crescent, Alice Springs in the Northern Territory of Australia claims a lien on the estate and interest of **YARRENYTY-ARLTERE ASSOCIATION INCORPORATED** of c/- Public Officer, 4 Elder Street, Alice Springs in the said Territory in that piece or parcel of land being the whole of Lot 5195 Town of Alice Springs contained in ~~Certificate of Title~~ Leasehold Register Book Volume 191 Folio 062.

The amount claimed is $34,236.80 for goods supplied at the request and with the consent of the said **YARRENYTY-ARLTERE ASSOCIATION INCORPORATED** the owner and occupier.

An action will be brought in the Local Court of Alice Springs to enforce this lien.

DATED this 11 day of June 1992.

ADDRESS FOR SERVICE OF NOTICES: P.O. Box 2345, Alice Springs N.T.

IN WITNESS WHEREOF the Common Seal of G & J DONA SALES PTY LTD t/as DONA SALES was affixed the 11 day of June 1992.

Given under the Common Seal of)
G & J DONA SALES PTY)
LTD t/as DONA SALES)
by authority of the Board of)
Directors in the presence of:)

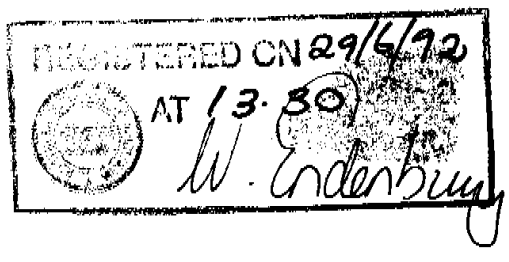
.....
Director

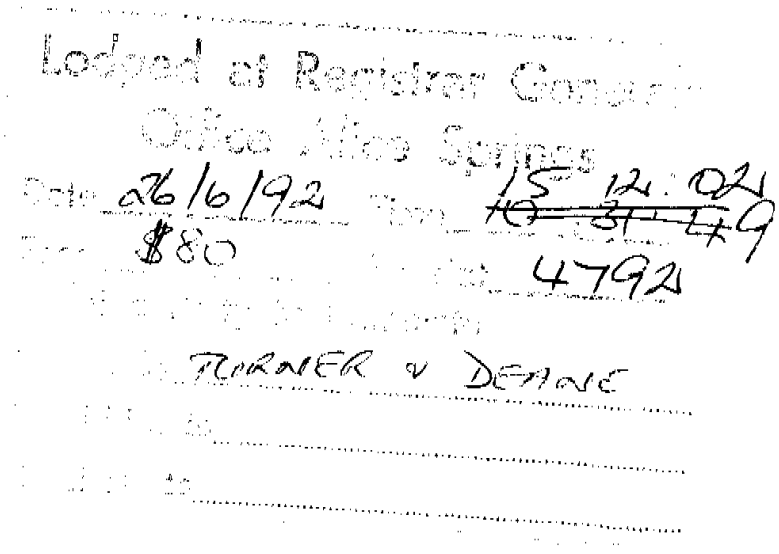
.....
Secretary

266839

G & J DONA SALES PTY. LTD. A.C.N. 009 596 294 COMMON SEAL

266839


REGISTERED ON 29/6/92
AT 13.30


Lodged at Registrar General's
Office Alice Springs
Date 26/6/92
$80
15 12 02
4792
TURNER v DEANE

NORTHERN TERRITORY OF AUSTRALIA

REGISTRAR-GENERAL

LANDS TITLES AND
GENERAL REGISTRY OFFICE

G.P.O. BOX 3021
DARWIN, 5794
TELEX: REGGEN AA 85875

TELEPHONE: 89 6520

29th June, 1992

YARRENYTY-ARLTERE ASSOCIATION
INCORPORATED
c/- Public Officer
4 Elder Street,
ALICE SPRINGS N.T. 0870

Sir/Madam,

PURSUANT to Section 11 of the Workmen's Liens Act, I have to inform you that Lien No. .....266839..... a copy of which is attached hereto has been lodged at this Office over your estate and interest in the land as specified therein.

W. Endenburg

W.M. ENDENBURG
Deputy Registry-General

B 472961

REGISTER BOOK

Volume 191 Folio 62

Registrar-General

NORTHERN TERRITORY OF AUSTRALIA

SPECIAL PURPOSES LEASE No. 536

The Minister for Lands and Housing in the name of the Territory, and in pursuance of the Special Purposes Leases Act hereby grants to YARINTJA ASSOCIATION INC. 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 ninety and sixty one hundredths hectares or thereabouts and being Lot 5195 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 twenty seventh day of January One thousand nine hundred and eighty one

CUCL/191/0622

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 April, 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 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 April, 1983 or within such further time as may be allowed in writing by the Minister. The Lessee will complete by the first day of April, 1985 further improvements to the total value of not less than four hundred 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 four hundred 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 April, 1983 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 buildings, 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 April, 1983 or within such further time as may be approved by the Minister and all such landscaping will thereafter be maintained to the satisfaction of the Minister.

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 buildings or structure shall be constructed to a height of more than one storey above ground level.

Viewed at 11:02:00 on 07/02/2017 by 32GPL.

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.

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

SEAL

In the presence of -

IN WITNESS whereof the Common Seal
of YARINTJA ASSOCIATION INC.
was hereunto affixed the
day of 23rd JUNE , 1981.

COMMON SEAL

In the presence of -

WENTEN RUBUNTJA
(Full name in block letters)
COMMITTEE MEMBER

(and Signature)

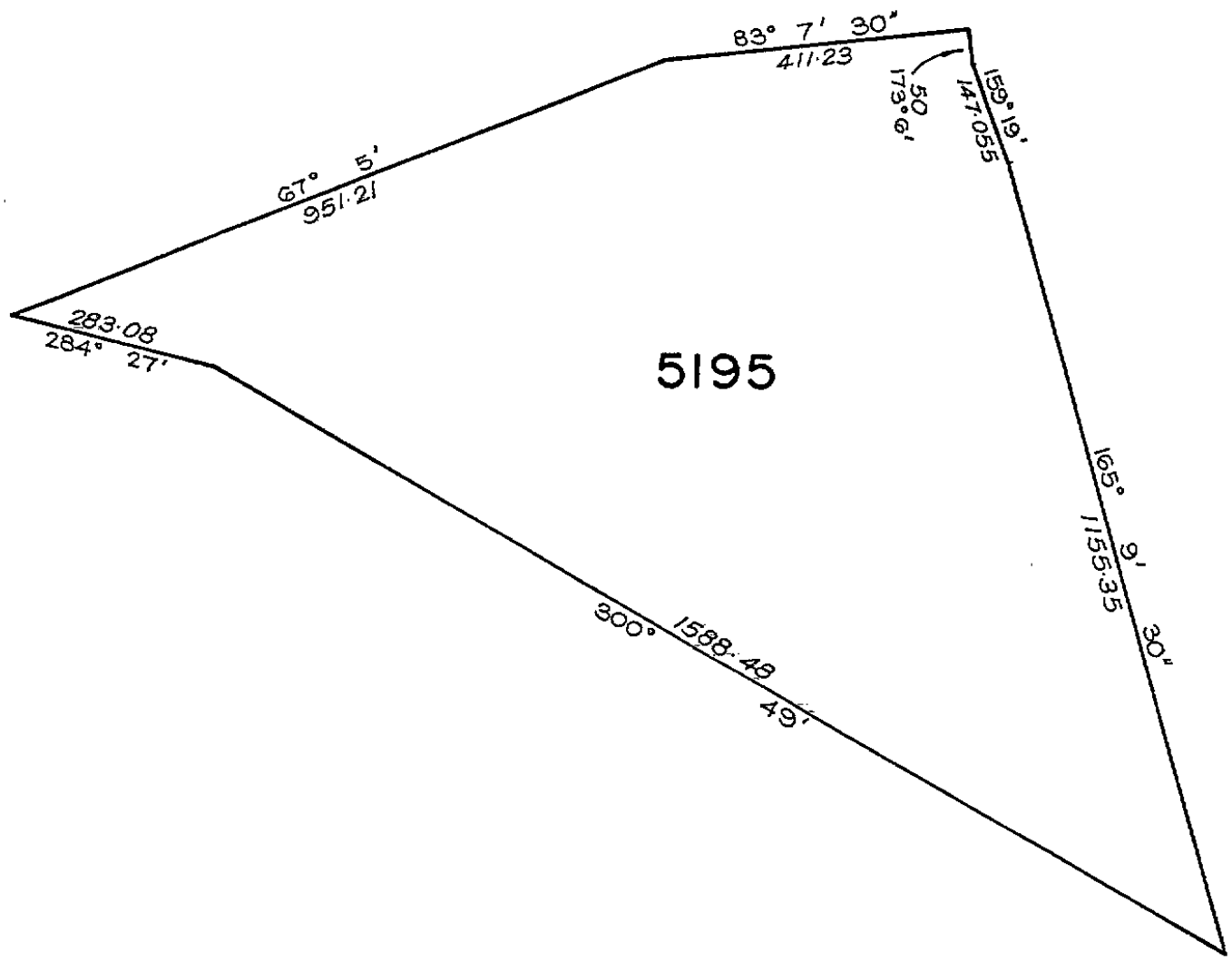
CLIFFORD INKAMALA
(Full name in block letters)
COMMITTEE MEMBER

(and Signature)

ARNULD EBATARINJA
COMMITTEE MEMBER

CUCL/191/0622

PLAN REFERRED TO



Scale 1:10000
S79/98 Exd. PS.

ENCUMBRANCES REFERRED TO:

Nil

I certify that this Lease is correct for execution.

CUCL/191/0622

Surveyor-General, N.T.

5462/81
1524/92

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
	CN	260898	2.3.92	11:21:11	CHANGE OF NAME - YARRENYTY-ARLTERE ASSOCIATION INCORPORATED					
	L	266839	26.6.92	15.12.02	LIEN (266839) by G & J DONA SALES PTY. LTD.	W. Erdenberg				

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

Title CUCL 191/062

Viewed at 11:02:00 on 07/02/2017 by 32GPL.

Date Registered: 23/07/1981 **Volume** 191 **Folio** 062
Duplicate Certificate as to Title issued? Yes

Title is Cancelled

SEARCH CERTIFICATE

SPECIAL PURPOSES LEASE 00536

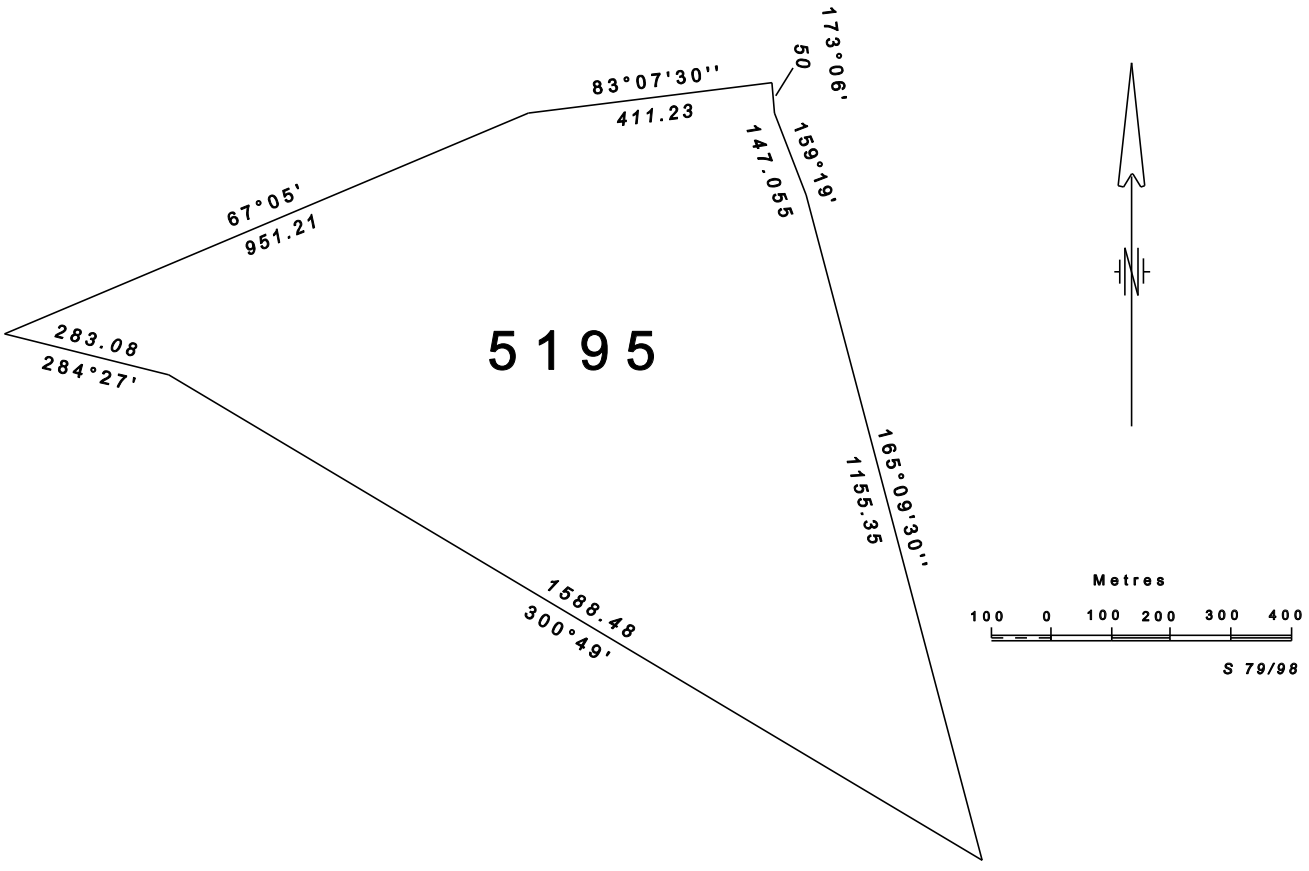
Lot 5195 Town of Alice Springs from plan(s) S 79/098
Area under title is 90 hectares 6100 square metres

Owner:
Yarrenyty-Arltere Association Incorporated
of C/- Public Officer, 4 Elder Street, Alice Springs NT 0870

Registered Date	Dealing Number	Description
		Previous title is **Register Book**CUCL **Volume** 191 **Folio** 062
25/02/2011	743596	Application to replace lost, mislaid or destroyed Certificate as to Title
29/06/1992	266839	Notice of Lien G & J Dona Sales Pty Ltd (ACN 009 596 264)

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: Lot 05195 Town of Alice Springs plan(s) S 79/098

(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 754 134 (order 1)

Tenure Type
SPECIAL PURPOSES LEASE 536

Tenure Status
Current

Area Under Title
90 hectares 6100 square metres

Owners
Yarrenyty-Arltere Association Incorporated
C/- Public Officer, 4 Elder Street, Alice Springs NT 0870

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 191 062 (order 2)
CUCL 191 062 (order 1)
Visit the website http://www.nt.gov.au/justice/bdm/land_title_office/

Custodian - Surveyor General (+61 8 8995 5362)

Address
52 BLAIN ST, FLYNN

Survey Plan
S 79/098

Survey Status
Approved

Parcel Status
CURRENT

Parcel Area
90 hectares, 6100 square metres

Map Reference
Code 010 Scale 2500 Sheet 29.32
Code 010 Scale 2500 Sheet 29.31
Code 010 Scale 2500 Sheet 28.32

Parent Parcels
(none found)

Parcel Comments
PROP.LEASE TO YARINTJA ASSOC.S79/98/23. "RIGHT TO OCCUPY - YARINTJA ASSOCIATION - FILE REF: 81/157/80". SEE S2008/001 LOTS 9760(A) TO 9800(A) FOR ALLOCATION UNDER THE CONNECTING NEIGHBOURS INITATIVE. VSAPA MANAGEMENT AREA NTG G12 21/3/2012.SEE S2012/015 LOTS 10346(A) TO 10384(A). NTG G27 03/07/2013 P 2-3 NAMING OF PLACE.

Survey Comments
(none found)

Proposed Easements
(none found)

Municipality
ALICE SPRINGS MUNICIPALITY

Region
ALICE SPRINGS

Custodian - Valuer General (+61 8 8995 5375)

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 05195 Town of Alice Springs

Unimproved Capital Value

$2,850,000 on 01/07/2015
$3,119,000 on 01/07/2012
$2,970,000 on 01/07/2009
$2,100,000 on 01/07/2006
$1,500,000 on 01/07/2003
$1,140,000 on 01/07/2000
$1,100,000 on 01/07/1997
$900,000 on 01/07/1994
$750,000 on 01/07/1991
$700,000 on 01/01/1989
$300,000 on 01/01/1986
$200,000 on 01/01/1983
$115,000 on 01/07/1980

Valuation Improvements

28/05/1990 House x 18
28/05/1990 Ablution block x 3
28/05/1990 Hall
04/09/1980 House
03/09/1980 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:	49 of 49
Description:	construction of shade structure intergral to modular climbing play equiptment
Number of Residental Units:	
Australian Bureau of Statistics Type:	(none found)
Building Class:	Structure (Fence, Mast)
Area:	5 square metres
Certification:	Structure (Fence, Mast) - Occupancy Permit - *issued on* 28/04/2016

Application Number:	48 of 49
Description:	alterations to existing, additions of multi-purpose room
Number of Residental Units:	
Australian Bureau of Statistics Type:	(none found)
Building Class:	Assembly building
Area:	156 square metres
Certification:	Assembly building - Full Code - *issued on* 25/08/2015

Application Number:	47 of 49
Description:	house 5 - reglaze exisitng windows, refurbish exisitng kitchen with new stove and ss joiney units. new ceramic floor tiles throughout house. repaint inside and out. supply and install new evap cooling unit.
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:	42 of 49
Description:	New Duplex house LV62 & LV63
Number of Residental Units:	2
Australian Bureau of Statistics Type:	Semi-detached town house of one storey
Building Class:	Single Dwelling
Area:	219 square metres
Certification:	Single Dwelling - Full Code - *issued on* 28/09/2011

Application Number:	41 of 49
Description:	LV69 & LV6: New concrete and steel residential 3 bedroom dwelling (Type H6VAS) LV7: New concrete and steel residential 3 bedroom dwelling (Type H7AS) LV64: 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: 135 square metres
Certification: Single Dwelling - Full Code - *issued on* 04/08/2011

Application Number: 39 of 49
Description: 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* 01/08/2011

Application Number: 35 of 49
Description: Dwelling Alterations [House 5,8] including New Kitchens,Wet Areas,Floor Linings, Windows & Doors, Air Conditioning & Heating
Number of Residental Units: 2
Australian Bureau of Statistics Type: Separate House
Building Class: Single Dwelling
Area: (none found)
Certification: Single Dwelling - Full Code - *issued on* 14/04/2013

Application Number: 34 of 49
Description: dwelling and carport
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* 17/08/2010
Non-habitable building - Full Code - *issued on* 17/08/2010

Application Number: 33 of 49
Description: dwelling and carport
Number of Residental Units: 1
Australian Bureau of Statistics Type: Separate House
Building Class: Single Dwelling
Non-habitable building
Area: 135 square metres
Certification: Single Dwelling - Full Code - *issued on* 23/11/2010
Non-habitable building - Full Code - *issued on* 23/11/2010

Application Number: 32 of 49
Description: Dwelling alterations to house 05, 06, 14A & 14B including new kitchens, wet areas, floor linings, windows and doors, air conditioning and heating
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* 16/11/2010

Application Number:	31 of 49
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* 18/02/2009 Non-habitable building - Full Code - *issued on* 18/02/2009

Application Number:	30 of 49
Description:	Upgrade to dwelling including wall cladding, sunshade 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* 17/02/2009

Application Number:	29 of 49
Description:	Storage shed for playgroup
Number of Residental Units:	
Australian Bureau of Statistics Type:	(none found)
Building Class:	Non-habitable building
Area:	15 square metres
Certification:	Non-habitable building - Full Code - *issued on* 14/03/2008

Application Number:	28 of 49
Description:	Dwelling Alterations - House 1
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:	27 of 49
Description:	External Ablution Block
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* 21/02/2008

Application Number:	26 of 49
Description:	dwelling

Number of Residental Units: 1
Australian Bureau of Statistics Type: Separate House
Building Class: Single Dwelling
Area: 208 square metres
Certification: Single Dwelling - Full Code - *issued on* 10/09/2007

Application Number: 24 of 49
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* 10/09/2002

Application Number: 23 of 49
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: 22 of 49
Description: ALTERATIONS TO DWELLING
Number of Residental Units: 0
Australian Bureau of Statistics Type: (none found)
Building Class: Single Dwelling
Area: 15 square metres
Certification: Single Dwelling - Full Code - *issued on* 27/10/1995

Application Number: 21 of 49
Description: ADDITION TO DWELLING
Number of Residental Units: 0
Australian Bureau of Statistics Type: (none found)
Building Class: Single Dwelling
Area: 0 square metres
Certification: Single Dwelling - Full Code - *issued on* 22/06/1995

Application Number: 20 of 49
Description: ALTERATION TO DWELLING
Number of Residental Units: 0
Australian Bureau of Statistics Type: (none found)
Building Class: Single Dwelling
Area: 0 square metres
Certification: Single Dwelling - Full Code - *issued on* 31/01/1995

Application Number:	2 of 49
Description:	TOILET SHELTER BLOCK
Number of Residental Units:	0
Australian Bureau of Statistics Type:	(none found)
Building Class:	Out building
Area:	67 square metres
Certification:	Out building - Full Code - *issued on* 04/07/1980

Application Number:	1 of 49
Description:	HOUSES (7)
Number of Residental Units:	7
Australian Bureau of Statistics Type:	(none found)
Building Class:	House
Area:	765 square metres
Certification:	House - Full Code - *issued on* 04/07/1980

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
PA2010/0160

Type
Compliance Check

Date Received
17/02/2010

Application Purpose
Larapinta Valley Town Camp - Dwellings

Application Status
Approved

Other Affected Parcels
(none found)

Instrument Signed

Instrument Number

Instrument Issued
Not Complete

Instrument Status

File Number
PA1987/0421

Type
Development

Date Received
23/06/1987

Application Purpose
BUILDING AN ATTACHED DWELLING THIS SITE IS OFF LARAPINTA DRIVE

Application Status
Approved

Other Affected Parcels
(none found)

Instrument Signed
28/07/1987

Instrument Number
DV2759

Instrument Issued
Signed

Instrument Status
Completed

Custodian - Power and Water Corporation (1800 245 092)

Meters on Parcel

Power Water - Electricity	19
Power Water - Water	21

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

Date Registered: 25/02/2011 **Volume** 754 **Folio** 134
Duplicate Certificate as to Title issued? No

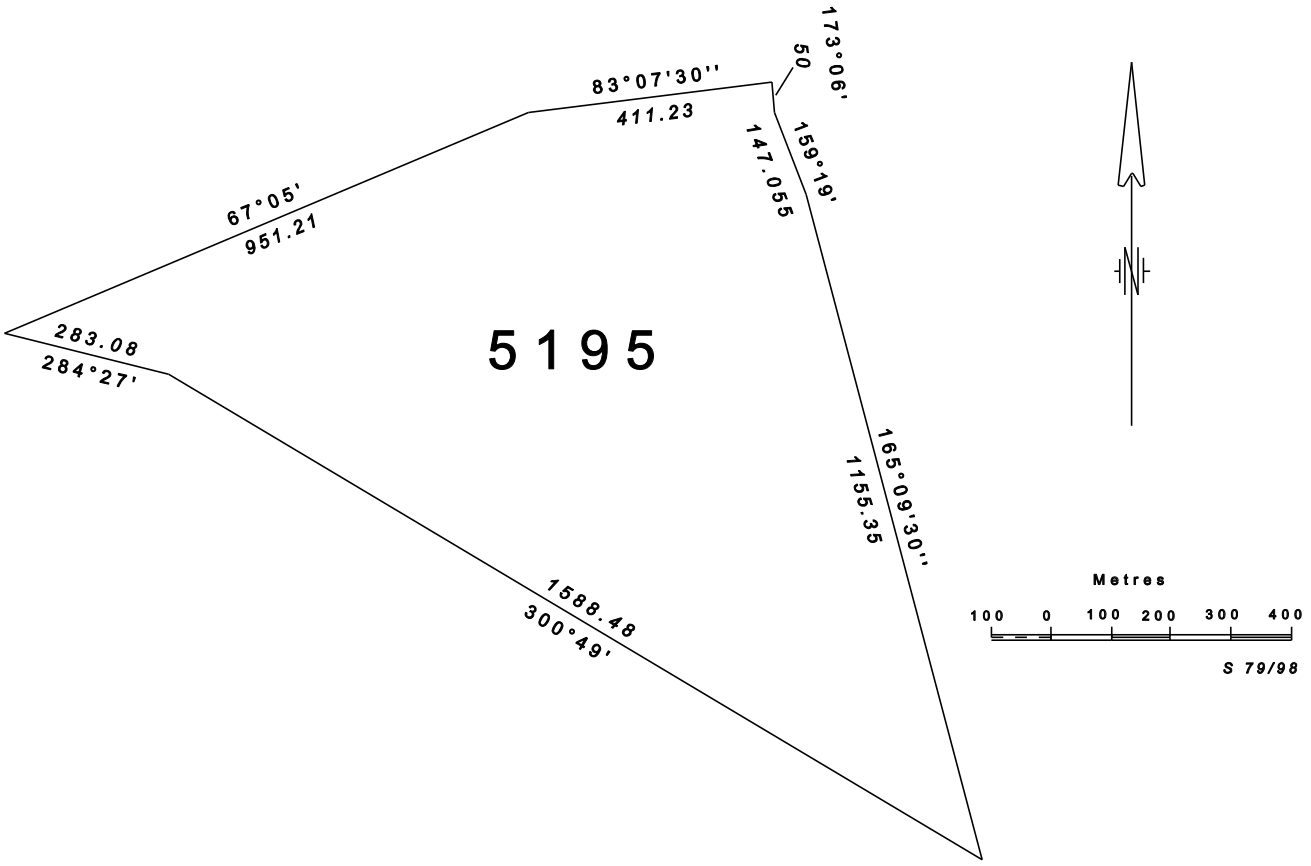
SEARCH CERTIFICATE

SPECIAL PURPOSES LEASE 00536

Lot 5195 Town of Alice Springs from plan(s) S 79/098
Area under title is 90 hectares 6100 square metres

Owner:
Yarrenyty-Arltere Association Incorporated
of C/- Public Officer, 4 Elder Street, Alice Springs NT 0870

Registered Date	Dealing Number	Description
		Previous title is **Register Book**CUCL **Volume** 191 **Folio** 062
29/06/1992	266839	Notice of Lien G & J Dona Sales Pty Ltd (ACN 009 596 264)
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 05195 Town of Alice Springs plan(s) S 79/098

(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 754 134 (order 1)

Tenure Type
SPECIAL PURPOSES LEASE 536

Tenure Status
Current

Area Under Title
90 hectares 6100 square metres

Owners
Yarrenyty-Arltere Association Incorporated
C/- Public Officer, 4 Elder Street, Alice Springs NT 0870

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 191 062 (order 2)
CUCL 191 062 (order 1)
Visit the website http://www.nt.gov.au/justice/bdm/land_title_office/

Custodian - Surveyor General (+61 8 8995 5362)

Address
52 BLAIN ST, FLYNN

Survey Plan
S 79/098

Survey Status
Approved

Parcel Status
CURRENT

Parcel Area
90 hectares, 6100 square metres

Map Reference
Code 010 Scale 2500 Sheet 29.32
Code 010 Scale 2500 Sheet 29.31
Code 010 Scale 2500 Sheet 28.32

Parent Parcels
(none found)

Parcel Comments
PROP.LEASE TO YARINTJA ASSOC.S79/98/23. "RIGHT TO OCCUPY - YARINTJA ASSOCIATION - FILE REF: 81/157/80". SEE S2008/001 LOTS 9760(A) TO 9800(A) FOR ALLOCATION UNDER THE CONNECTING NEIGHBOURS INITATIVE. VSAPA MANAGEMENT AREA NTG G12 21/3/2012.SEE S2012/015 LOTS 10346(A) TO 10384(A). NTG G27 03/07/2013 P 2-3 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 05195 Town of Alice Springs

Unimproved Capital Value

$2,850,000 on 01/07/2015
$3,119,000 on 01/07/2012
$2,970,000 on 01/07/2009
$2,100,000 on 01/07/2006
$1,500,000 on 01/07/2003
$1,140,000 on 01/07/2000
$1,100,000 on 01/07/1997
$900,000 on 01/07/1994
$750,000 on 01/07/1991
$700,000 on 01/01/1989
$300,000 on 01/01/1986
$200,000 on 01/01/1983
$115,000 on 01/07/1980

Valuation Improvements

28/05/1990 House x 18
28/05/1990 Ablution block x 3
28/05/1990 Hall
04/09/1980 House
03/09/1980 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:	49 of 49
Description:	construction of shade structure intergral to modular climbing play equiptment
Number of Residental Units:	
Australian Bureau of Statistics Type:	(none found)
Building Class:	Structure (Fence, Mast)
Area:	5 square metres
Certification:	Structure (Fence, Mast) - Occupancy Permit - *issued on* 28/04/2016

Application Number:	48 of 49
Description:	alterations to existing, additions of multi-purpose room
Number of Residental Units:	
Australian Bureau of Statistics Type:	(none found)
Building Class:	Assembly building
Area:	156 square metres
Certification:	Assembly building - Full Code - *issued on* 25/08/2015

Application Number:	47 of 49
Description:	house 5 - reglaze exisitng windows, refurbish exisitng kitchen with new stove and ss joiney units. new ceramic floor tiles throughout house. repaint inside and out. supply and install new evap cooling unit.
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:	42 of 49
Description:	New Duplex house LV62 & LV63
Number of Residental Units:	2
Australian Bureau of Statistics Type:	Semi-detached town house of one storey
Building Class:	Single Dwelling
Area:	219 square metres
Certification:	Single Dwelling - Full Code - *issued on* 28/09/2011

Application Number:	41 of 49
Description:	LV69 & LV6: New concrete and steel residential 3 bedroom dwelling (Type H6VAS) LV7: New concrete and steel residential 3 bedroom dwelling (Type H7AS) LV64: 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:	135 square metres
Certification:	Single Dwelling - Full Code - *issued on* 04/08/2011

Application Number:	39 of 49
Description:	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* 01/08/2011

Application Number:	35 of 49
Description:	Dwelling Alterations [House 5,8] including New Kitchens,Wet Areas,Floor Linings, Windows & Doors, Air Conditioning & Heating
Number of Residental Units:	2
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	(none found)
Certification:	Single Dwelling - Full Code - *issued on* 14/04/2013

Application Number:	34 of 49
Description:	dwelling and carport
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* 17/08/2010 Non-habitable building - Full Code - *issued on* 17/08/2010

Application Number:	33 of 49
Description:	dwelling and carport
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling Non-habitable building
Area:	135 square metres
Certification:	Single Dwelling - Full Code - *issued on* 23/11/2010 Non-habitable building - Full Code - *issued on* 23/11/2010

Application Number:	32 of 49
Description:	Dwelling alterations to house 05, 06, 14A & 14B including new kitchens, wet areas, floor linings, windows and doors, air conditioning and heating
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* 16/11/2010

Application Number:	31 of 49
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* 18/02/2009 Non-habitable building - Full Code - *issued on* 18/02/2009

Application Number:	30 of 49
Description:	Upgrade to dwelling including wall cladding, sunshade 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* 17/02/2009

Application Number:	29 of 49
Description:	Storage shed for playgroup
Number of Residental Units:	
Australian Bureau of Statistics Type:	(none found)
Building Class:	Non-habitable building
Area:	15 square metres
Certification:	Non-habitable building - Full Code - *issued on* 14/03/2008

Application Number:	28 of 49
Description:	Dwelling Alterations - House 1
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:	27 of 49
Description:	External Ablution Block
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* 21/02/2008

Application Number:	26 of 49
Description:	dwelling

Number of Residental Units: 1
Australian Bureau of Statistics Type: Separate House
Building Class: Single Dwelling
Area: 208 square metres
Certification: Single Dwelling - Full Code - *issued on* 10/09/2007

Application Number: 24 of 49
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* 10/09/2002

Application Number: 23 of 49
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: 22 of 49
Description: ALTERATIONS TO DWELLING
Number of Residental Units: 0
Australian Bureau of Statistics Type: (none found)
Building Class: Single Dwelling
Area: 15 square metres
Certification: Single Dwelling - Full Code - *issued on* 27/10/1995

Application Number: 21 of 49
Description: ADDITION TO DWELLING
Number of Residental Units: 0
Australian Bureau of Statistics Type: (none found)
Building Class: Single Dwelling
Area: 0 square metres
Certification: Single Dwelling - Full Code - *issued on* 22/06/1995

Application Number: 20 of 49
Description: ALTERATION TO DWELLING
Number of Residental Units: 0
Australian Bureau of Statistics Type: (none found)
Building Class: Single Dwelling
Area: 0 square metres
Certification: Single Dwelling - Full Code - *issued on* 31/01/1995

Application Number:	2 of 49
Description:	TOILET SHELTER BLOCK
Number of Residental Units:	0
Australian Bureau of Statistics Type:	(none found)
Building Class:	Out building
Area:	67 square metres
Certification:	Out building - Full Code - *issued on* 04/07/1980

Application Number:	1 of 49
Description:	HOUSES (7)
Number of Residental Units:	7
Australian Bureau of Statistics Type:	(none found)
Building Class:	House
Area:	765 square metres
Certification:	House - Full Code - *issued on* 04/07/1980

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
PA2010/0160

Type
Compliance Check

Date Received
17/02/2010

Application Purpose
Larapinta Valley Town Camp - Dwellings

Application Status
Approved

Other Affected Parcels
(none found)

Instrument Signed

Instrument Number

Instrument Issued
Not Complete

Instrument Status

File Number
PA1987/0421

Type
Development

Date Received
23/06/1987

Application Purpose
BUILDING AN ATTACHED DWELLING THIS SITE IS OFF LARAPINTA DRIVE

Application Status
Approved

Other Affected Parcels
(none found)

Instrument Signed
28/07/1987

Instrument Number
DV2759

Instrument Issued
Signed

Instrument Status
Completed

Custodian - Power and Water Corporation (1800 245 092)

Meters on Parcel

Power Water - Electricity	19
Power Water - Water	21

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

Mpwetyerre (Abbotts)

Form 31

Section 65

Land Title Act

REGISTRAR-GENERAL'S DIRECTIONS

NORTHERN TERRITORY OF AUSTRALIA

DL00728258D

Dealing Number: 728258 Lodged 08/06/2010 at 12:04:44
Dealing Type: LS By CASH
Volume 622 Folio 185 Fee $ 155.00 Receipt 347409

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

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	185	Town of Alice Springs	Lot 2664	A000556	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 2664 Town of Alice Springs on plan A000556. (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: Mpwetyerre 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 (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 At 08:55

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.

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Sublease

Mpwetyerre Aboriginal Corporation

and

Executive Director of Township Leasing

and

Northern Territory of Australia

and

Chief Executive Officer (Housing)

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Sublease

Date 3 December 2009

Parties

1. Mpwetyerre Aboriginal Corporation, incorporated under the CATSI, ABN 94 036 305 327 ("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

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(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.

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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;

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;

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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 DA LA 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;

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(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;

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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;

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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;

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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;

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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;

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(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.

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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.

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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 DA LA 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. DA LA

(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.

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(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.

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(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

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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.

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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

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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.

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(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.

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(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.

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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.

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(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

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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.

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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

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(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:

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(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

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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:

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(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**).

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(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.

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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.

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(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.

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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.

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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.

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(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.

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(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;

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(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 13:10:16 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 13:10:16 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 622 Folio 185 being Lot 2664 Town of Alice Springs on plan A000556 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: Mpwetyerre 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 13:10:16 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 "Lot 3" and "Park".

Viewed at 13:10:16 on 31/10/2016 by 32GPL.

Executed as a deed.

Executed by **Mpwetyerre Aboriginal Corporation** in accordance with s 99-5 of the CATSI Act by:

DORIS ABBOTT
Signature

LOUISE ABBOTT
Signature

MPWETYERRE ABORIGINAL CORPORATION
COMMON SEAL

DORIS ABBOTT
Print Name

LOUISE ABBOTT
Print Name

DIRECTOR
Director/Secretary

DIRECTOR
Director/Secretary

31.07.2009
Date

Viewed at 13:10:16 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
Solicitor
.....
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
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)

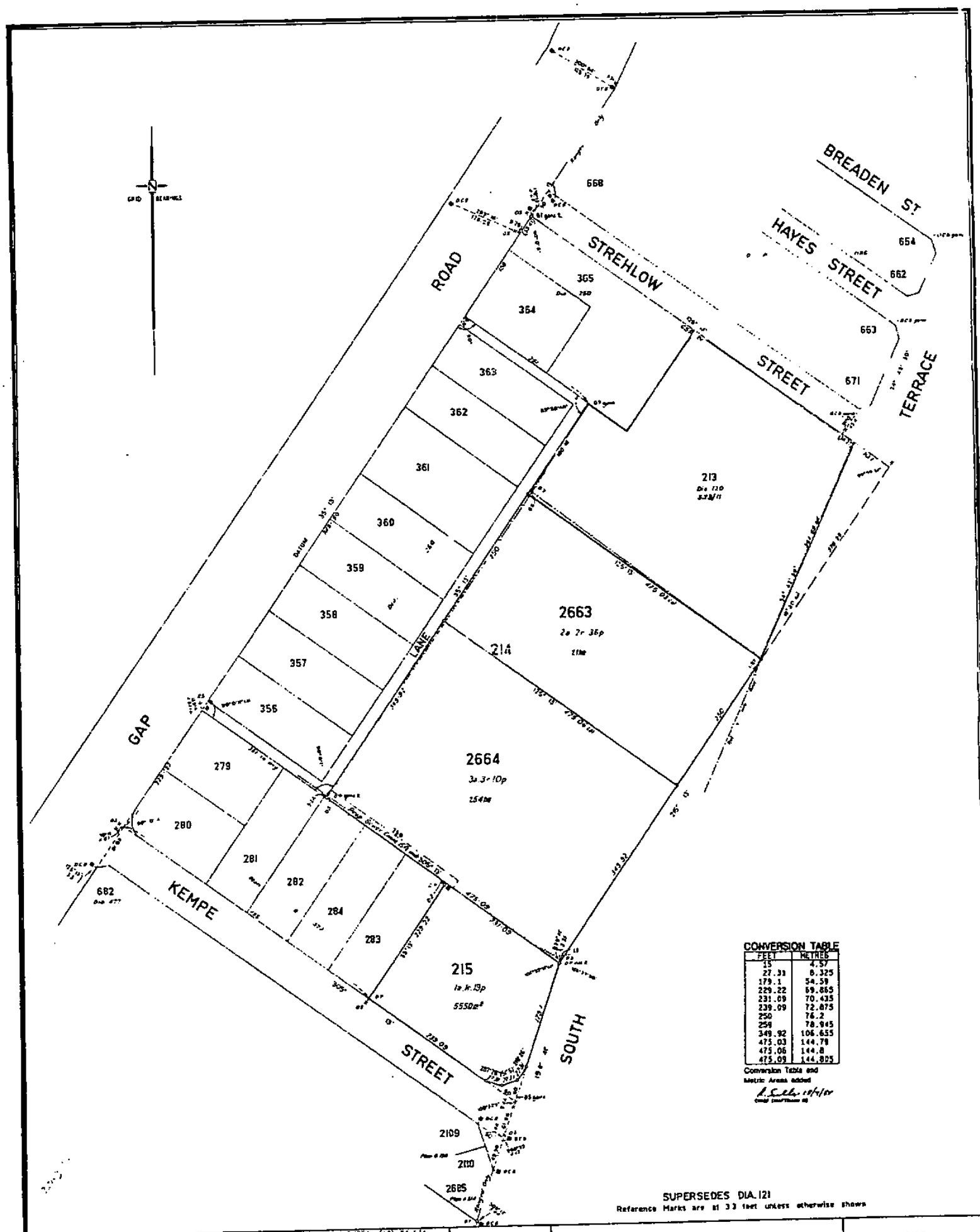
D.J. Ritchie
Chief Executive
Print name

3 DEC 2009
.....
Date

Viewed at 13:10:16 on 31/10/2016 by 32GPL.

Annexure 1 - Living Area

Survey Plan A 000556



Viewed at 14:05:48 on 18/05/2009 by 69AGS.

Viewed at 13:10:16 on 31/10/2016 by 32GPL.

Annexure 2 - Form 78 Non Lapsing Caveat

Viewed at 13:10:16 on 31/10/2016 by 32GPL.

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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 13:10:16 on 31/10/2016 by 32GPL.

Annexure 3 - Form 93 General Consent

Viewed at 13:10:16 on 31/10/2016 by 32GPL.

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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

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

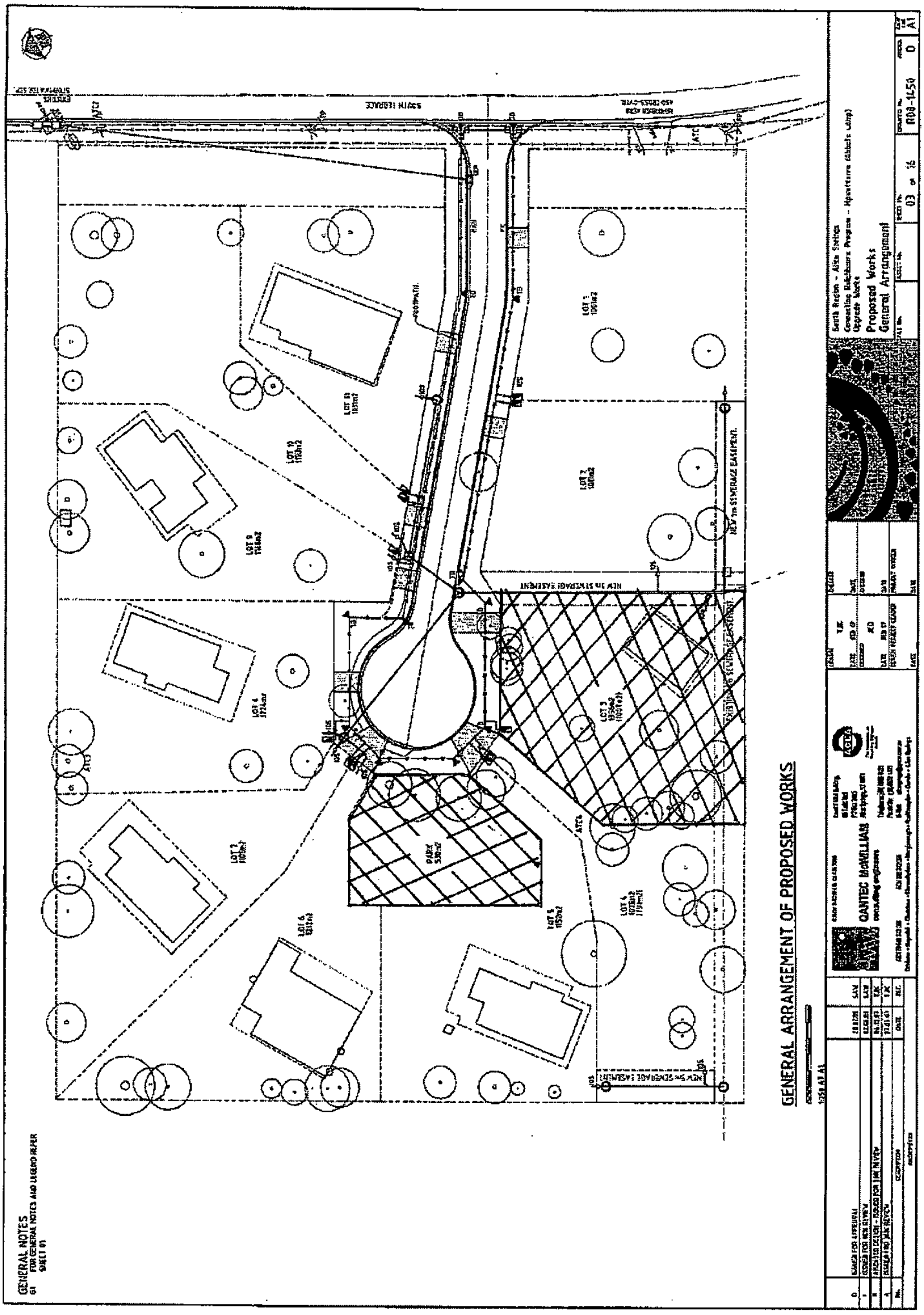
Your personal information provided on this form can be subsequently accessed by you on request. If you have any queries please contact the Deputy Registrar-General on 8999 5318.

Viewed at 13:10:16 on 31/10/2016 by 32GPL.

Annexure 4 - Community Land

Viewed at 13:10:16 on 31/10/2016 by 32GPL.

58


GENERAL ARRANGEMENT OF PROPOSED WORKS
GENERAL NOTES
FOR GENERAL NOTES AND LEGEND REFER SHEET 01
NEW 7m STORMWATER EASEMENT
NEW 7m SEWERAGE EASEMENT
Proposed Works
General Arrangement
QANTEC MAWLLIAN
R08-1450

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

Mpwetyerre Aboriginal Corporation
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 543 held by Mpwetyerre 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 543.

Proposed Lessee:	Executive Director of Township Leasing
Tenement:	Lot 2664, Town of Alice Springs Approved survey plan A000556
Permitted use:	Aboriginal communal living

Yours sincerely

DELIA LAWRIE

29.7.09

Northern Territory Government

00347409

DEPARTMENT OF JUSTICE (ABN 84 085 734 992)
REGISTRAR-GENERAL'S OFFICE
NICHOLS PLACE
GPO BOX 3021
DARWIN NT 0801
Enquiries : 8999 6252

7 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 728258

If paper title exists enter

Volume _____

Folio _____

Description	GST Incl Amount
SUBLEASE (LOT 2664 / ALICE SPRINGS)	155.00

3015/10

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

DL00728339D

Dealing Number: 728339 Lodged 09/06/2010 at 09:55:35
Dealing Type: UL By CASH
Volume 747 Folio 780 Fee $ 155.00 Receipt 347410

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: 728258 (NOTE 4)

Register	Volume	Folio	Location	Lot Description	Plan	Unit
CUFT	~~622~~ 747	~~185~~ 780	Town of Alice Springs	Lot 2664	A000556	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 2664 Town of Alice Springs on plan A000556. (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

Commencing:	Expiring:	Right of Renewal:
3/12/2009	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 10:30

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:

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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

Mpwetyerre (SPL 543)

Executive Director of Township Leasing

and

Northern Territory of Australia

Viewed at 13:10:21 on 31/10/2016 by 32GPL.

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Viewed at 13:10:21 on 31/10/2016 by 32GPL.

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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;

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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

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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);

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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;

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(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;

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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);

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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;

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(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

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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.

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(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.

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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,

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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.

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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.

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(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.

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(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;

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(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.

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(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.

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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.

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(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.

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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;

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(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.

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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).

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(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).

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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:

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(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

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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

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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.

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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.

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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 185, being Lot 2664 Town of Alice Springs on plan A000556 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

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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) 6214223
Address: L3, 16 Bowes St
Woden ACT
.....
Contact details of qualified witness

3/12/2009
.....
Execution Date

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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

A Practitioner of the Supreme Court
of the Northern Territory of Australia
68 The Esplanade, Darwin NT

Position Ph: (08) 8935 7809

RICHARD HANCOCK

Print name

03/12/09

Date

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Annexure 1 - Living Area

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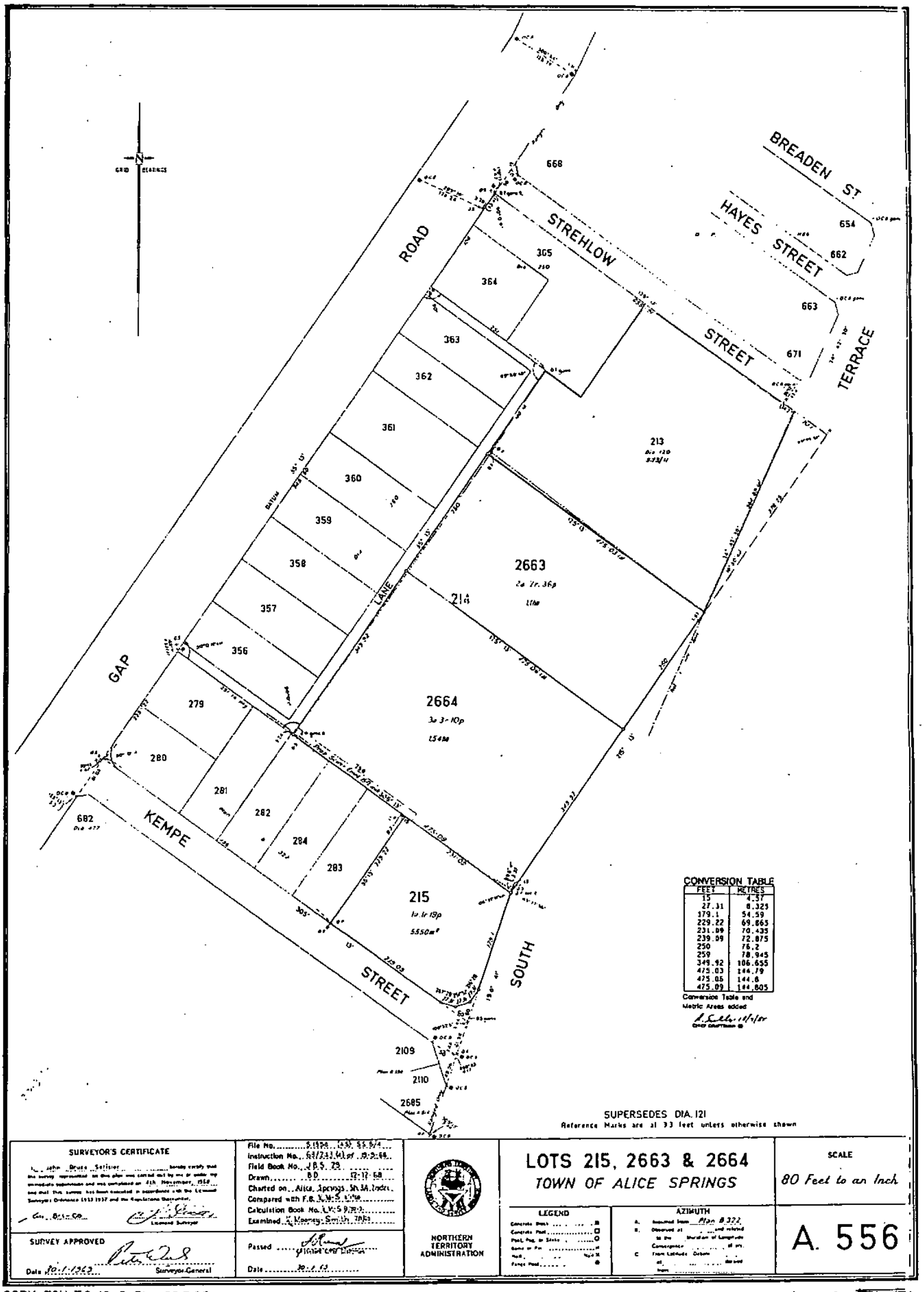
Survey Plan A 000556



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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

00347410

DEPARTMENT OF JUSTICE (ABN 84 085 734 992)
REGISTRAR-GENERAL'S OFFICE
NICHOLS PLACE
GPO BOX 3021
DARWIN NT 0801
Enquiries : 8999 6252

8 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 728339

If paper title exists enter

Volume _____

Folio _____

Description	GST Incl Amount
UNDERLEASE (LOT 2664 / ALICE SPRINGS)	155.00

3050/10

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** 780
Duplicate Certificate as to Title issued? No

SEARCH CERTIFICATE

SPECIAL PURPOSES LEASE 00543

Lot 2664 Town of Alice Springs from plan(s) A 000556
Area under title is 1 hectares 5400 square metres

Owner:
Mpwetyerre Aboriginal Corporation
of PO Box 8070, Alice Springs NT 0871

Easements:
Sewerage Easement to Power and Water Authority

Registered Date	Dealing Number	Description
		Previous title is **Volume** 622 **Folio** 185
09/06/2010	728339	Underlease to Northern Territory of Australia - expiring 02/12/2012 (728258)
09/06/2010	728258	Sublease to Executive Director of Township Leasing - expiring 02/12/2049
End of Dealings		

Commencement Date: 3 April 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.

Provisions:

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 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 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 July, 1982 or within such further time as may be allowed in writing by the Minister commence to erect improvementson the leased land at a cost of not less than one hundredand fifty 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 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, 1983 or within such further time as may be allowed in writing by the Minister. The lessee will complete by the first day of July, 1985 further improvements to the total value of not less than three hundred 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 three hundred 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 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 July, 1982 or within such further time as may be approved by the Minister and all 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 shall be maintained to the satisfaction of the Minister.

9. That no building, structure or vehicle shall be situated within eight metres of any road frontage. The setback area so formed will be landscaped with trees and shrubs to the satisfation of the Minister by the first day of July, 1983 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 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.

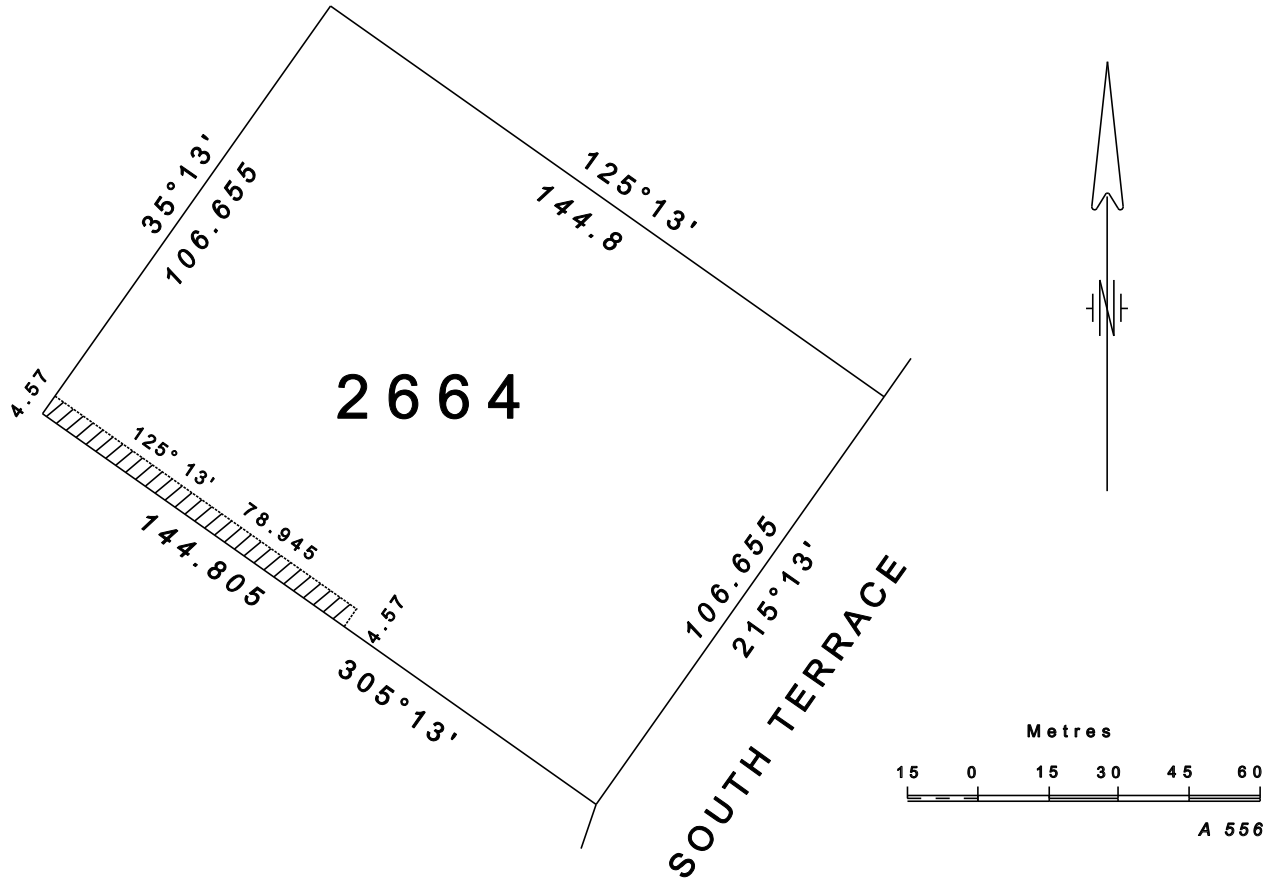
11. That no building or structure will be constructed to a height of more than one storey above ground level.

12. That for every ten individual camping sites or part thereof there 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.

Date Registered: 09/06/2010 **Volume** 747 **Folio** 780

Duplicate Certificate as to Title issued? No

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



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 02664 Town of Alice Springs plan(s) A 000556

(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 747 780 (order 1)

Tenure Type
SPECIAL PURPOSES LEASE 543

Tenure Status
Current

Area Under Title
1 hectares 5400 square metres

Owners
Mpwetyerre Aboriginal Corporation
PO Box 8070, Alice Springs NT 0871

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
CUFT 622 185 (order 1)
CUCL 191 063 (order 2)
CUCL 191 063 (order 1)
Visit the website http://www.nt.gov.au/justice/bdm/land_title_office/

Custodian - Surveyor General (+61 8 8995 5362)

Address
21 SOUTH TCE, THE GAP

Survey Plan
A 000556

Survey Status
Approved

Parcel Status
CURRENT

Parcel Area
1 hectares, 5400 square metres

Map Reference
Code 010 Scale 2500 Sheet 29.32
Code 010 Scale 2500 Sheet 29.31

Parent Parcels
(none found)

Parcel Comments
LAP 5204. APPLN BY MBUTJARA ASSOC S80/1009A/121. RESTRICTED AREA UNDER LIQUOR ACT NTG G43 26/10/2005. LOTS 10132(A) TO 10143(A), ALLOCATION OF ADMIN PARCELS TERRITORY ALLIANCE INITATIVE SEE - 98/9249 FOLS 122-124. KNOWN AS "ABBOTTS CAMP" TOWN CAMP. INTERNAL ROAD NAMED MPWETYERRE COURT, NTG G42 19/10/2011. LOTS 10132(A) TO 10143(A) AND 10294(A) - S2012/009.

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 02664 Town of Alice Springs

Unimproved Capital Value

$1,950,000 on 01/07/2015
$1,952,000 on 01/07/2012
$1,850,000 on 01/07/2009
$1,120,000 on 01/07/2006
$800,000 on 01/07/2003
$630,000 on 01/07/2000
$630,000 on 01/07/1997
$277,000 on 01/07/1994
$216,000 on 01/07/1991
$240,000 on 01/01/1989
$228,000 on 01/01/1986
$144,000 on 01/01/1983
$143,800 on 01/07/1980
$70,000 on 14/03/1978
$22,800 on 14/03/1975
$11,400 on 01/07/1972

Valuation Improvements

28/05/1990 House
28/05/1990 Hall x 5
14/03/1978 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:	construction of shade structure integral to modular climbing play equipment
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:	14 of 15
Description:	House 4 - Reglaze existing windows, refurbish existing kitchen with new stove and ss joinery units, new ceramic tiles throughout house. Repaint inside and out. Supply and install new evap cooling unit
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:	13 of 15
Description:	Refurbishment - House 3 and 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* 17/10/2011

Application Number:	11 of 15
Description:	Dwelling alterations to house 05 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* 08/12/2009

Application Number:	10 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:	9 of 15
Description:	Upgrades to dwellings - wall 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* 12/01/2009

Application Number:	7 of 15
Description:	residence
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	994 square metres
Certification:	Single Dwelling - Full Code - *issued on* 23/10/2006

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

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

Planning Scheme Zone
MD (Multiple Dwelling)

Interim Development Control Orders
(none found)

Planning Notes
(none found)

Planning Applications

File Number
PA1981/0166

Type
Variation of Development Permit

Date Received
26/06/2007

Application Purpose
Addition of new covered verandah, minor landscaping

Application Status
Approved

Other Affected Parcels
(none found)

Instrument Signed
27/08/2007

Instrument Number
DP07/0088

Instrument Issued
Signed

Instrument Status
Current

File Number
PA2006/0041

Type
Compliance Check

Date Received
11/05/2007

Application Purpose
Verandah (attached to existing community room)

Application Status
Refused

Other Affected Parcels
(none found)

Instrument Signed

Instrument Number

Instrument Issued
Not Complete

Instrument Status
Completed

File Number
PA2006/0041

Type
Development

Date Received
17/01/2006

Application Purpose
Dwelling (Additional to existing dwelling multiple dwelling development)

Application Status
Approved

Other Affected Parcels
(none found)

Instrument Signed
06/03/2006

Instrument Number
DP06/0031

Instrument Issued
Signed

Instrument Status
Current

File Number
PA2001/0689

Type
Variation of Development Permit

Date Received
14/04/2003

Application Purpose
VARY CONDITION 6 OF DP02/0434 (FLOOD LEVELS)

Application Status
Approved

Other Affected Parcels
(none found)

Instrument Signed
28/01/2003

Instrument Number
DP02/0434A

Instrument Issued
Signed

Instrument Status

File Number
PA2001/0689

Type
Development

Date Received
13/11/2001

Application Purpose
DWELLING 16/11/2001 => 30/11/2001

Application Status
Approved

Other Affected Parcels
(none found)

Instrument Signed
30/10/2002

Instrument Number
DP02/0434

Instrument Issued
Signed

Instrument Status

File Number
PA1981/0166

Type
Development

Date Received
20/03/1981

Application Purpose
COMMUNAL HOUSING

Application Status
Approved

Other Affected Parcels
(none found)

Instrument Signed
16/06/1981

Instrument Number
DV0344

Instrument Issued
Signed

Instrument Status
Completed

Custodian - Power and Water Corporation (1800 245 092)

Meters on Parcel

Power Water - Electricity	6
Power Water - Water	7

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

Mt Nancy

Form 32 Section 65

Land Title Act
REGISTRAR-GENERAL'S DIRECTIONS

NORTHERN TERRITORY OF AUSTRALIA

DL00760281D

Dealing Number: 760281 Lodged 17/11/2011 at 13:00:54
Dealing Type: SL By CASH
Volume 753 Folio 920 Fee $157.00 Receipt 347404

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 (NOTE 4)

Lease being subleased:
Number: 00409

Register	Volume	Folio	Location	Lot Description	Plan	Unit
CUFT	753	920	~~NT Portion~~ TOWN OF ALICE SPRINGS	Lot 5135	S75/104	N/A

(NOTE 5)

INTEREST BEING SUBLEASED (NOTE 6)

~~That part~~ The whole of the land known as Lot 5135 on Survey Plan S75/104, Town of Alice Springs

MARKET RENT UNDER THE SUB-LEASE (NOTE 7)

$1.10 demanded GST AMOUNT $0.10

OTHER CONSIDERATION (Include Nil or Nominal Rent)

Nil GST AMOUNT Nil

OWNER OF THE LEASE (NOTE 8)

Mount Nancy Housing Assocation Incorporated,
PO Box 8070, Alice Springs NT 0871

TENANT (NOTE 9)

Executive Director of Township Leasing
Centraplaza, 16 Bowes Street, Woden ACT 2606

TENANCY (NOTE 10)

Sole Tenant

TERM OF SUBLEASE (NOTE 11)

Commencing:	Expiring:	Right of Renewal:
3 December 2009	2 December 2049	No

CONSENTS (NOTE 12)

Nil

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 18.11.2011 At 08:55

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.

Sublease

Mount Nancy Housing Association Incorporated

and

Executive Director of Township Leasing

and

Northern Territory of Australia

and

Chief Executive Officer (Housing)

Viewed at 13:10:10 on 31/10/2016 by 32GPL.

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Viewed at 13:10:10 on 31/10/2016 by 32GPL.

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Sublease

Date 3 December 2009

Parties

1. Mount Nancy Housing Association Incorporated, incorporated under the Associations Act, ABN 81 264 655 161 ("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

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(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.

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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;

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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~~ 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

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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:

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(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);

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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;

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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;

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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:

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(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;

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(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.

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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.

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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.

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(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.

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(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

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.

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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

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.

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(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.

(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.

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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.

(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

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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 Establishment, Development and maintaining a communal settlement for the use of the Mount Nancy Housing Association.

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:

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(a) the nature of the particular business conducted by the EDTL in the Living Area; or

(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.

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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 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.

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(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

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(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**).

(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.

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.

(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.

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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.

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:

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(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.

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

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(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.

(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.

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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.

(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.

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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.

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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.

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.

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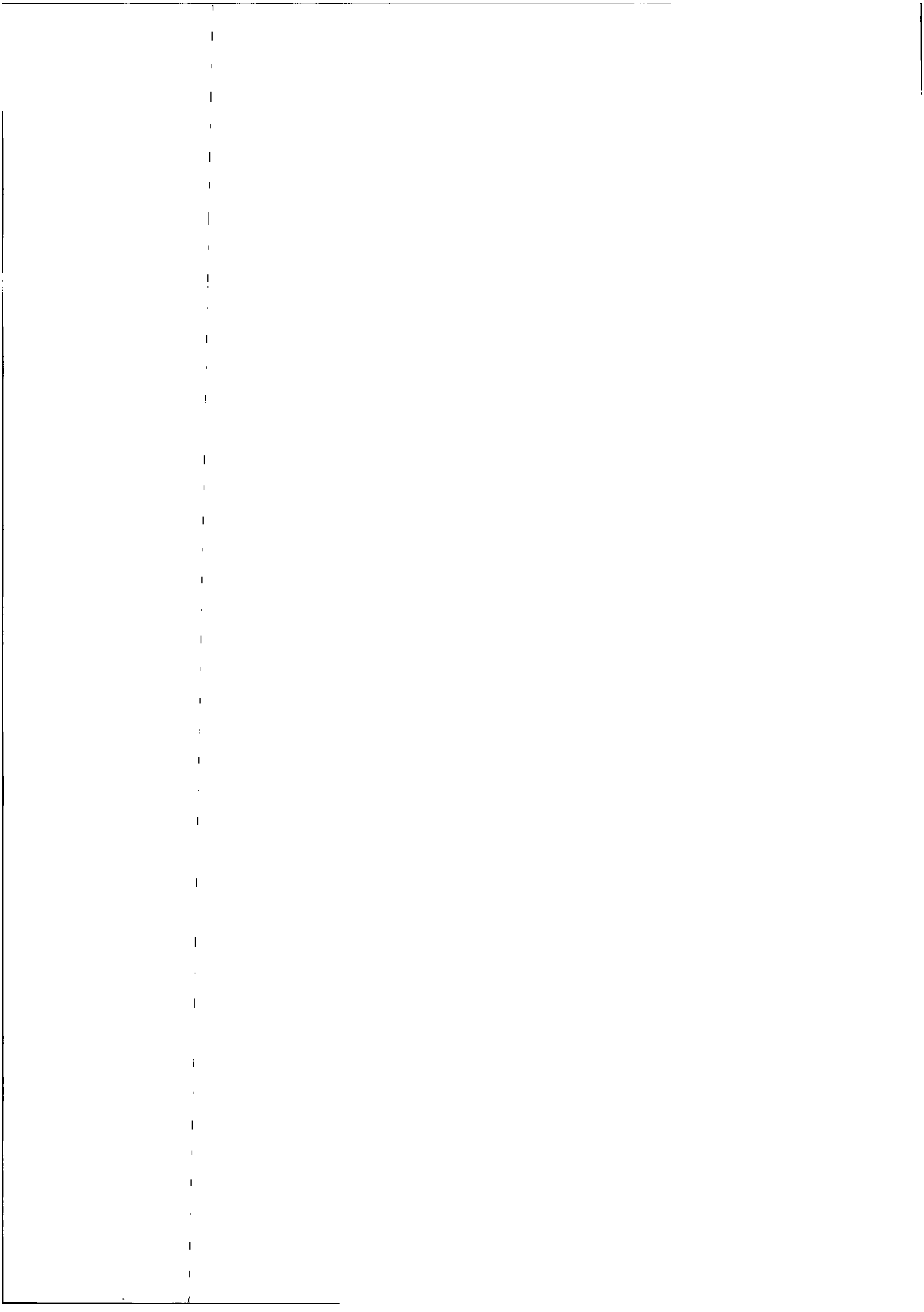

Schedule - Sublease particulars

Item:		Particulars:
1.	**Living Area** (clause 1.1)	The whole of the land described in Certificate of Title Volume ~~622~~ 753 Folio ~~358~~ 828 being Lot 5135 Town of Alice Springs on plan S75/104 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: Mount Nancy 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

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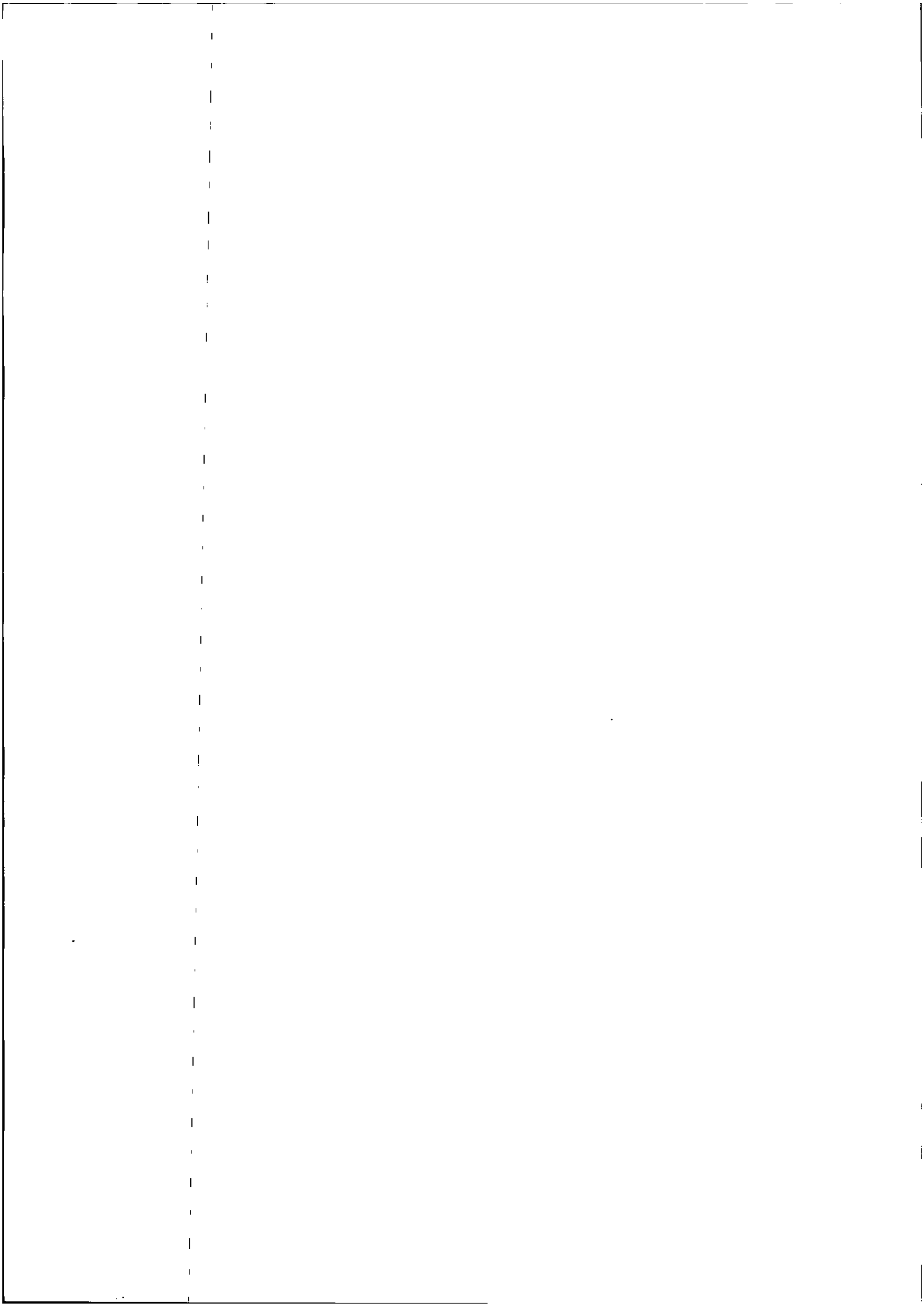

		If to Territory Housing: Executive Director Projects and Key Initiatives Territory Housing, Department of Local Government and Housing GPO Box 4621 Darwin NT 0801 Ph: (08) 8999 8426
4.	**Community Land** (clause 1.1)	That part of the Living Area indicatively cross-hatched on the plan at Annexure 4 being the areas marked "Lot 9577(A)", "Lot 9584(A)", and "Lot 9582(A)".

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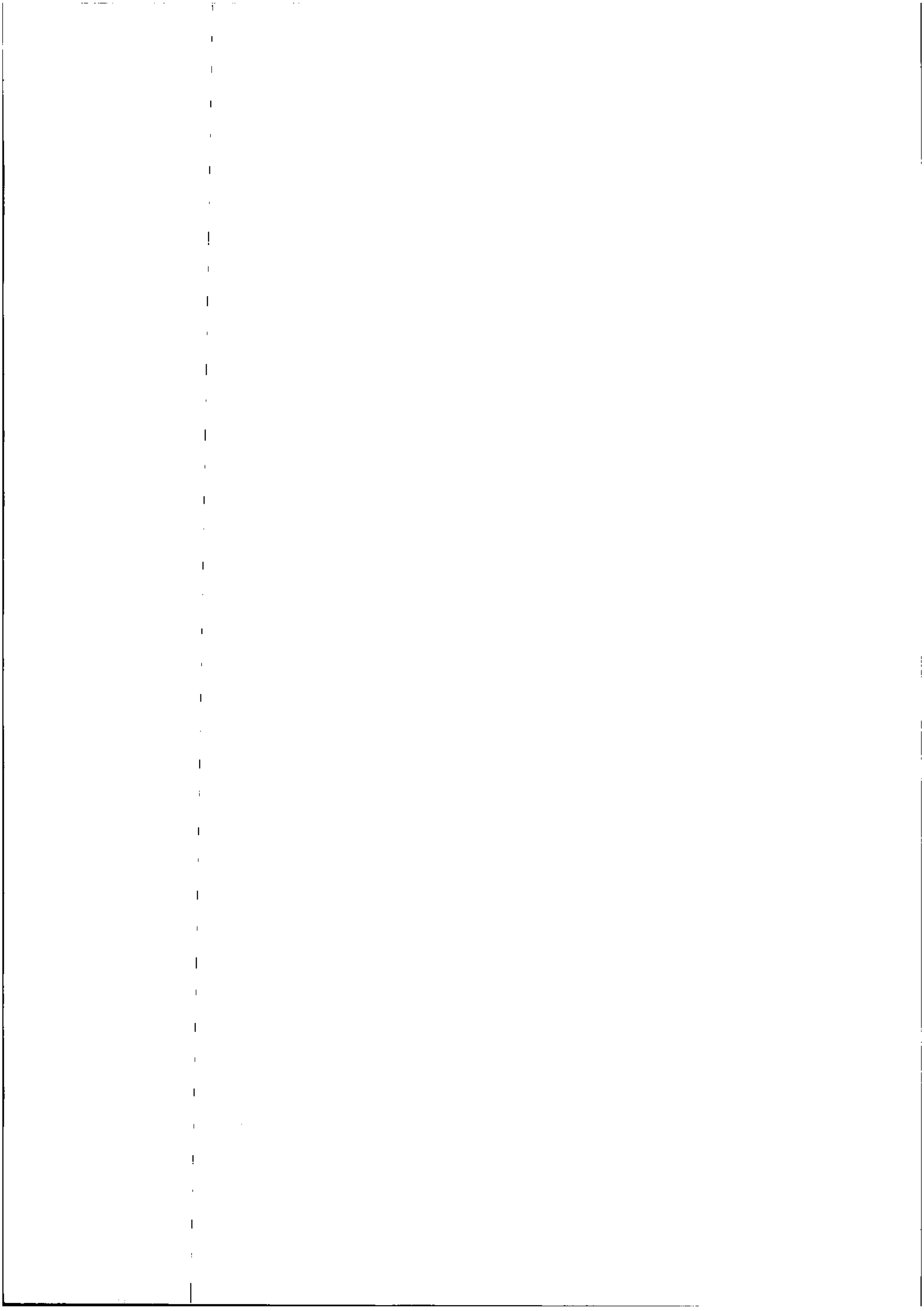

	If to Territory Housing: Executive Director Projects and Key Initiatives Territory Housing, Department of Local Government and Housing GPO Box 4621 Darwin NT 0801 Ph: (08) 8999 8426
4. **Community Land** (clause 1.1)	That part of the Living Area indicatively cross-hatched on the plan at Annexure 4 being the areas marked "Lot 9644(A)" and "Lot 9647(A)".

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Executed as a deed.

Executed by **Mount Nancy Housing Association Incorporated** in accordance with its constitution by:

Valentine Shaw Vshaw	Eileen Hoosan EH
Signature	Signature
VALENTINE SHAW	EILEEN HOOSAN
Print Name	Print Name
TREASURER	COMMITTEE MEMBER
Position	Position
Signature	Signature
Print Name	Print Name
Position	Position

COMMON SEAL — MOUNT NANCY HOUSING ASSOCIATION INC

31:07:2009
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 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 Antaw
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 Antaw
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

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Annexure 1 - Living Area

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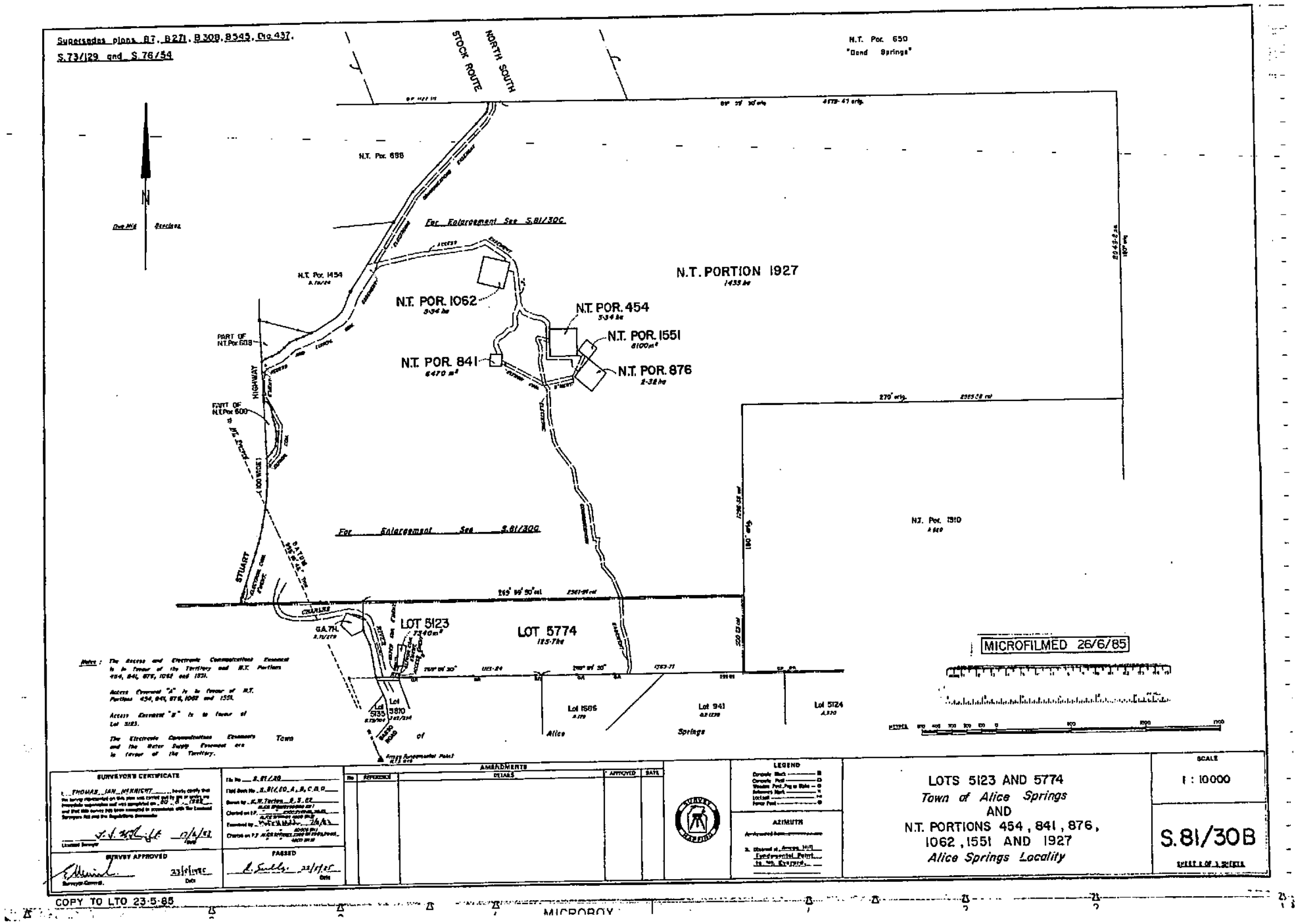
Dealing 760281

Survey Plan S 81/030B



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Annexure 2 - Form 78 Non Lapsing Caveat

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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.

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.

Annexure 3 - Form 93 General Consent

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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

Mount Nancy Housing 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 409 held by Mount Nancy Housing 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 409.

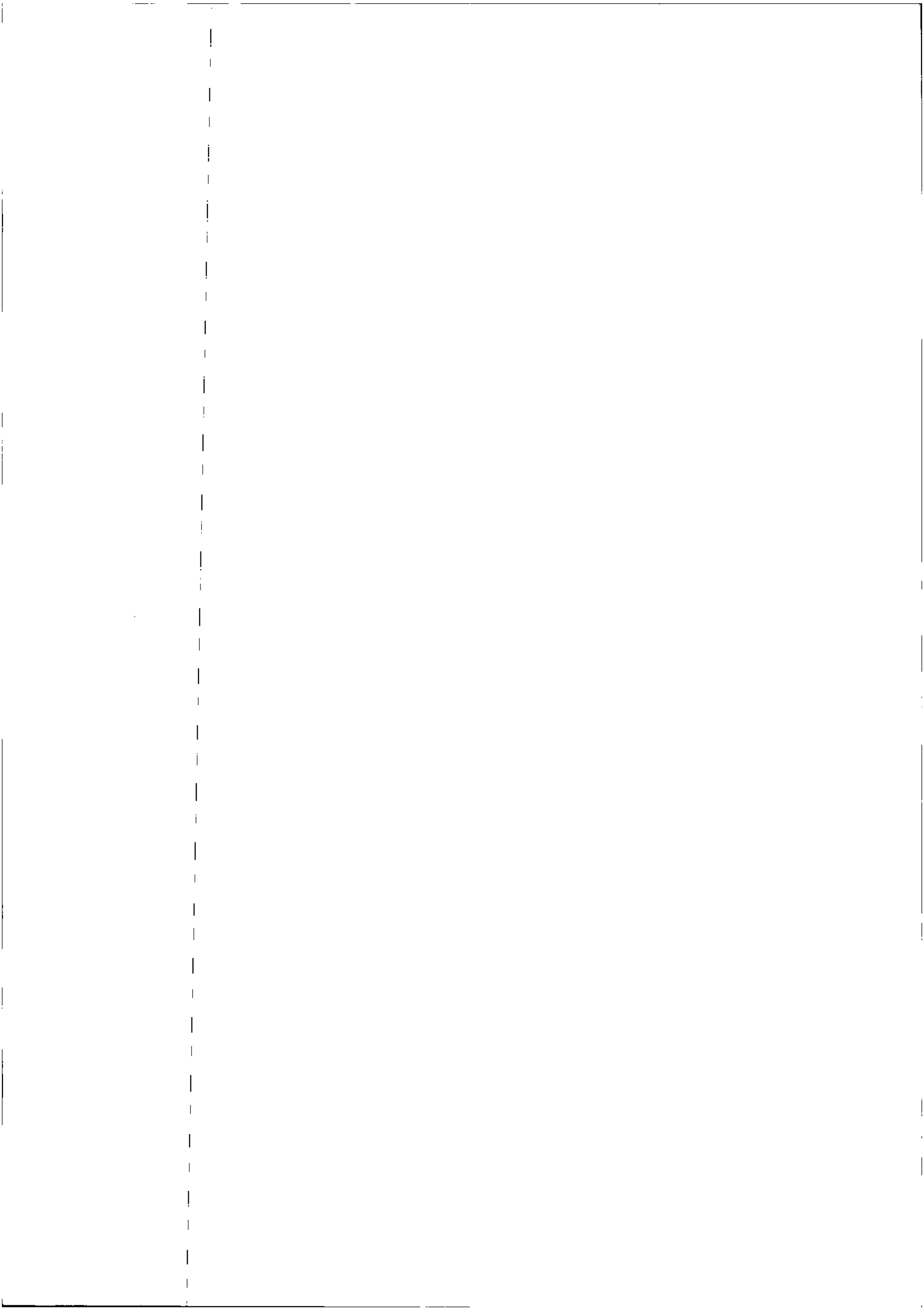
Proposed Lessee:	Executive Director of Township Leasing
Tenement:	Lot 5135, Town of Alice Springs Approved survey plan S 75/104
Permitted use:	Communal settlement

Yours sincerely

DELIA LAWRIE

29.7.09

Northern Territory Government



Annexure 4 - Community Land

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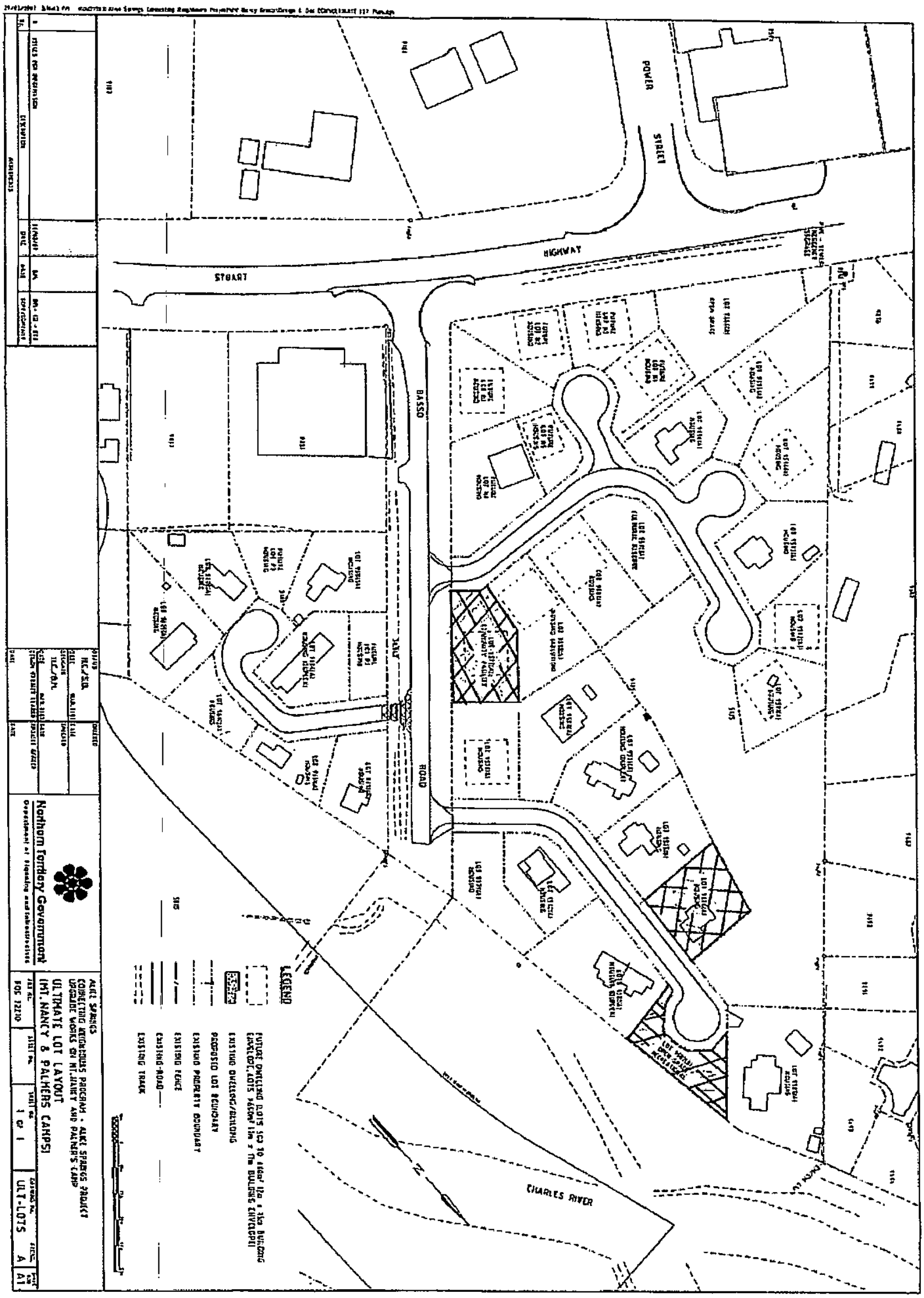
58


STUART
HIGHWAY
POWER
STREET
BASSO
ROAD
CHARLES RIVER
LEGEND
EXISTING TRACK
EXISTING ROAD
EXISTING FENCE
EXISTING PROPERTY BOUNDARY
PROPOSED LOT BOUNDARY
EXISTING DWELLING/BUILDING
Northern Territory Government
ALICE SPRINGS
CONNECTING NEIGHBOURS PROGRAM - ALICE SPRINGS PROJECT
UPGRADE WORKS ON MT.JAINEY AND PALMER'S CAMP
ULTIMATE LOT LAYOUT
(MT.NANCY & PALMERS CAMPS)
ULT-LOTS
A
A1

Sublease

00347404

DEPARTMENT OF JUSTICE (ABN 84 085 734 992)
REGISTRAR-GENERAL'S OFFICE
NICHOLS PLACE
GPO BOX 3021

2 OF 18

Priority of Lodgement	

Enquiries : 8999 6252

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 760281

If paper title exists enter

Volume _____

Folio _____

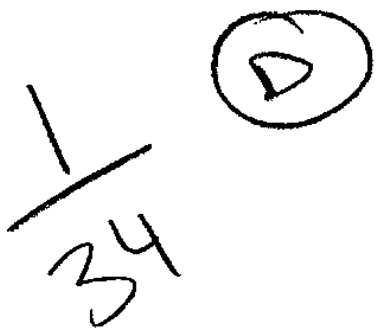
Description	GST Incl Amount
UNDERLEASE (LOT 5135/ALICE SPRINGS)	155.00

Total Cost excl GST	$155.00
Total GST	$0.00
Total Invoice	$155.00

Payment Details

CHEQUE (004370 RBA CANBERRA (092009))

5086/11


1
34
D

Date Registered: 15/02/2011 **Volume** 753 **Folio** 920
Duplicate Certificate as to Title issued? No

SEARCH CERTIFICATE

SPECIAL PURPOSES LEASE 00409

Lot 5135 Town of Alice Springs from plan(s) S 75/104
Area under title is 4 hectares 2500 square metres

Owner:
Mount Nancy Housing Association Incorporated
of PO Box 8070, Alice Springs NT 0871

Registered Date	Dealing Number	Description
		Previous title is **Volume** 622 **Folio** 358
18/11/2011	760281	Sublease to Executive Director of Township Leasing - expiring 02/12/2049
End of Dealings		

Commencement Date: 23 August 1976

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 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 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 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: Establishment, Devolopment and maintaining a communal settlement for the use of the Mount Nancy Housing Association.

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 third day of August, 1977 or within such further time as may be approved in writing by the Minister commence to erect improvements suitable for the purpose of the lease on the leased lands (with the necessary and usual outbuildings and fences) at a cost of not less than the sum of one hundred and eighty 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 of not less than the said sum and in accordance with any Act, Ordinance or Regulation by the twenty third day of August, 1978 or within such further time as may be approved in writing by the Minister and thereafter maintain to the satisfaction of the Minister.

6. That the lessee will by the twenty third day of August, 1980 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 five hundred 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 at all times maintain and repair and keep in repair the said improvements on the said land to the satisfaction of the Minister.

7. That the leased land will be dust suppressed and drained for stormwater to the satisfaction of the Minister by the twenty third day of August, 1978 or within such further time as may be allowed by the Minister and all such works shall thereafter be maintained to the satisfation of the Minister.

8. That all internal roads and pathways will be of good all-weather construction, suitable lighting of roadways and pathways shall be provided to the satisfaction of the Minister, all by the twenty third day of August, 1978 or within such further time as may be approved in writing by the Minister.

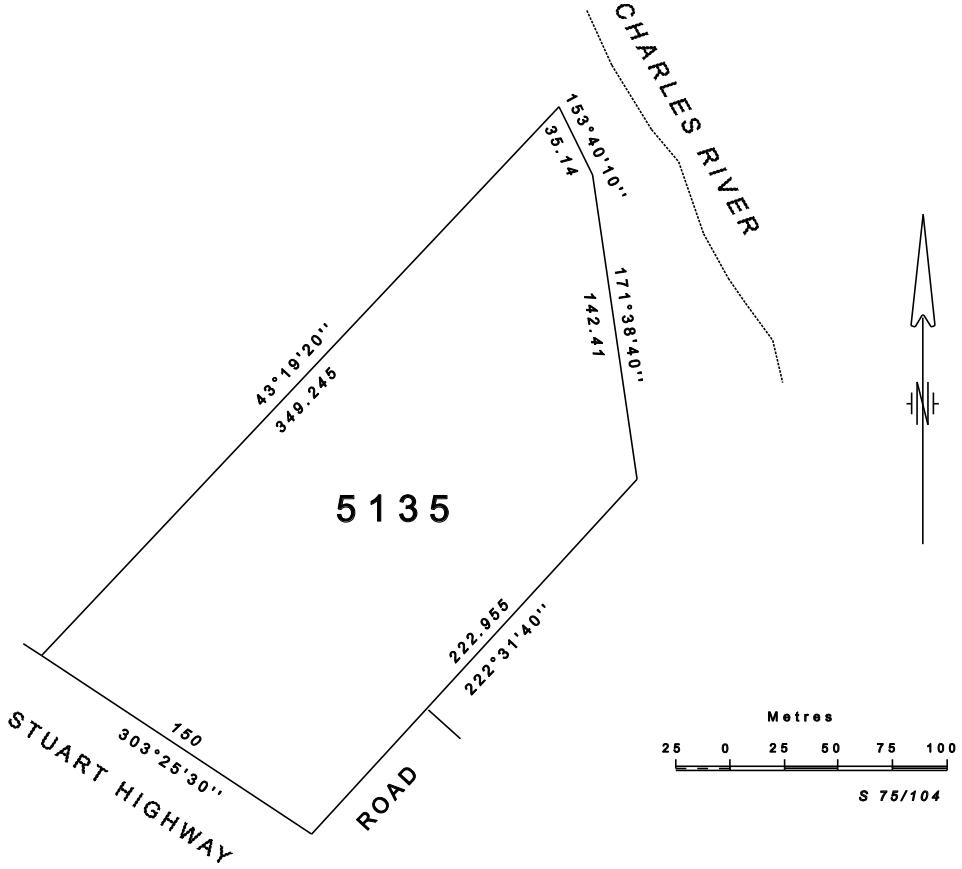
9. That no building, vehicle or structure shall be situated within seven and eight tenths metres of the boundary of the land fronting Stuart Highway and not within five metres of any other boundary. The area so formed shall be landscaped with trees and shrubs to the satisfaction of the Minister within two years and all such landscaping shall thereafter be maintained to the satisfaction of the Minister.

10. That disposal and treatment of sewerage from the land shall be in accordance with approvals and directions given by the Director of Health.

11. That the development of any camping or caravan area within the lease will be subject to the conditions and approval of facilities then currently applying in camping and caravan parks in respect of Health, Town Planning and Fire Fighting. These conditions to be obtained from the Planning Branch, Department of Lands and Housing.

12. That the lesse will submit plans for the development of the site to the Planning Branch of the Department of Lands and Housing for approval prior to commencement of development.

Date Registered: 15/02/2011 **Volume** 753 **Folio** 920
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 05135 Town of Alice Springs plan(s) S 75/104

(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 753 920 (order 1)

Tenure Type
SPECIAL PURPOSES LEASE 409

Tenure Status
Current

Area Under Title
4 hectares 2500 square metres

Owners
Mount Nancy 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 622 358 (order 1)
CUCL 156 062 (order 1)
Visit the website http://www.nt.gov.au/justice/bdm/land_title_office/

Custodian - Surveyor General (+61 8 8995 5362)

Address
1 BASSO RD, STUART

Survey Plan
S 75/104

Survey Status
Approved

Parcel Status
CURRENT

Parcel Area
4 hectares, 2500 square metres

Map Reference
Code 010 Scale 2500 Sheet 29.35

Parent Parcels
(none found)

Parcel Comments
LAP 6216-ULA 123 FOR PURP COMMUNITY HOUSING. KNOWN AS "MOUNT NANCY" TOWN CAMP. INTERNAL ROADS NAMED NTG G42 19/10/2011. ADMIN LOTS 10108 - 10129 ALLOCATED ON FOLIO 117 FILE 98/9249. ADMINISTRATIVE LOTS 10108 TO 10129, 10300 AND 10301 SURVEYED - S2012/012.

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 05135 Town of Alice Springs

Unimproved Capital Value

$890,000 on 01/07/2015
$971,000 on 01/07/2012
$925,000 on 01/07/2009
$660,000 on 01/07/2006
$409,000 on 01/07/2003
$251,000 on 01/07/2000
$225,000 on 01/07/1997
$162,000 on 01/07/1994
$135,000 on 01/07/1991
$126,000 on 01/01/1989
$90,000 on 01/01/1986
$77,000 on 01/01/1983
$45,000 on 01/07/1980
$15,000 on 14/03/1978

Valuation Improvements

28/05/1990 House
28/05/1990 Ablution block x 2
05/11/1986 House x 10
14/03/1978 House x 3

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:	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* 14/11/2011

Application Number:	24 of 25
Description:	Refurbishment House 12
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:	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:	21 of 25
Description:	Dwelling Alterations [House 2] 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
Area:	(none found)
Certification:	Single Dwelling - Full Code - *issued on* 28/09/2011

Application Number:	19 of 25
Description:	Dwelling alterations to house 03 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* 10/06/2010

Application Number:	18 of 25
Description:	Dwelling Alterations - 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* 02/07/2009

Application Number:	17 of 25
Description:	Fencing
Number of Residental Units:	
Australian Bureau of Statistics Type:	(none found)
Building Class:	Structure (Fence, Mast)
Area:	(none found)
Certification:	Structure (Fence, Mast) - Full Code - *issued on* 29/01/2008

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
PA1981/0371

Type
Development

Date Received
14/08/1981

Application Purpose
TWO DUPLEXES

Application Status
Approved

Other Affected Parcels
(none found)

Instrument Signed
25/09/1981

Instrument Number
DV0410

Instrument Issued
Signed

Instrument Status
Completed

Custodian - Power and Water Corporation (1800 245 092)

Meters on Parcel

Power Water - Electricity	16
Power Water - Water	15

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
8119
BITZER ROAD
10639
9501
9500
9499
9498
9497
9496
9495
9494
9506
CORKWOOD PLACE
9504
9503
9493
9492
9505
9491
JENNERAE DRIVE
9488
9490
9507
9487
9489
9486
9485
9509
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9508
9473
9483
9510
9472
WEDELIA PLACE
9482
9474
9481
9475
9480
9476
9479
9477
9478
9511
5716
STUART HIGHWAY
2580
2581
2687
2688
POWER STREET
10541
10540
SHAW COURT
5135
ITWIYETHWENGE ACCESS
8066
5810
BASSO ROAD
5180
9036
9037
798
629

Manabadurma

10

8203718

NORTHERN TERRITORY OF AUSTRALIA

MEMORANDUM OF LEASE

EXEMPTED FROM STAMP DUTY UNDER ITEM 6 OF SCHEDULE 2 OF THE N.T. STAMP DUTY ACT. DATE 16/4/82 SIGNED ... FOR COMMISSIONER OF TAXES

THIS LEASE is made the 24 day of June 1981

BETWEEN

Director of National Parks and Wildlife a corporation established by the National Parks and Wildlife Conservation Act, 1975 of the Commonwealth of Australia ("the Director")

of the one part

AND

Jabiru Town Development Authority a corporation established by the Jabiru Town Development Act of the Northern Territory of Australia("the Authority")

of the other part.

RECITALS:

A. The land described in Schedules 1 and 2 to this Lease is land vested in the Director and is within the Kakadu National Park.

B. The Authority has been established to maintain and develop the town of Jabiru which town is located in the area of land described in Schedule 1 to this Lease.

C. The Authority has commenced the construction of the town of Jabiru and for these purposes has been granted licences by the Director under sub-section (2) of section 8D of the National Parks and Wildlife Conservation Act, 1975.

D. By sub-section (2A) of section 9 of the National Parks and Wildlife Conservation Act, 1975 the Director may, for the purposes of establishing and developing a township as provided by section 8D of the Act, grant leases of, or licences in respect of land in the Kakadu National Park.

E. At the request of the Authority the Director has agreed to lease the land described in Schedule 1 to the Authority on the terms and conditions set forth herein.

NOW THIS LEASE WITNESSES that the Director hereby leases to the Authority all that piece of land described in Schedule 1 to hold the same to the Authority from the FIRST day of July 1981 to the FIRST day of July 2021 yielding and paying therefore, if and when demanded, the yearly rent of one dollar ($1) and subject to the following terms, covenants and conditions namely:-

Part I - Interpretation.

1(1) In this Lease, unless the contrary intention appears -

"demised land" means the land described in Schedule 1 to this Lease;

"Development Act" means the Jabiru Town Development Act of the Northern Territory;

"Government Agreement" means the Agreement dated 9 January 1979 made between the Commonwealth of Australia of the first part, Peko-Wallsend Operations Limited of the second part, Electrolytic Zinc Company of Australasia Limited of the third part and Australian Atomic Energy Commission of the fourth part as amended by Deed made 12 September 1980 between the Commonwealth of Australia of the first part, Peko-Wallsend Operations Limited of the second part, Electrolytic Zinc Company of Australasia Limited of the third part, Australian Atomic Energy Commission of the fourth part and Energy Resources of Australia Ltd of the fifth part;

"Management Agreement" means the Agreement dated 9 January 1979 between Peko-Wallsend Operations Limited, Electrolytic Zinc Company of Australasia Limited and Australian Atomic Energy Commission of the one part and Ranger Uranium Mines Pty. Limited of the other part as amended by Deed made 12 September 1980 between Peko-Wallsend Operations Limited of the first part, Electrolytic Zinc Company of Australasia Limited of the second part, Australian Atomic Energy Commission of the third part, Energy Resources of Australia Ltd of the fourth part and Ranger Uranium Mines Pty. Limited of the fifth part;

"Lease" means this lease;

"Park" means the Kakadu National Park;

"Parks Act" means the National Parks and Wildlife Conservation Act, 1975 of the Commonwealth;

"Parks Regulations" means the regulations made under the Parks Act;

"Plan of Management" means the plan of management in relation to the Park made under the Parks Act and in force from time to time;

"Region" has the same meaning as the expression "Alligator Rivers Region" has in the Environment Protection (Alligator Rivers Region) Act, 1978;

"Territory" means the Northern Territory of Australia;

"Town" means the town of Jabiru to be established and developed on the demised land;

"Town Plan" means the town plan in relation to the Town made under the Parks Act and in force from time to time; and

"S.44 Agreement" means the Agreement dated 3 November 1978 made between the Commonwealth of Australia of the one part and the Northern Land Council of the other part.

(2) Unless the contrary intention appears -

(a) a reference in this Lease to any Act shall be read as including a reference to any Act amending or in substitution for that Act;

(b) words importing the singular shall include the plural and vice versa;

(c) words importing any gender shall include any other gender; and

(d) a reference to a person includes a reference to a corporation or other legal entity.

Part II - Use of Demised Lands.

2(1) Subject to this Part the Authority may use the demised land for the purposes of the Town and for the purpose of performing its functions under the Development Act in relation to the Town.

(2) The Authority may sub-lease any portion of the demised land to persons who are -

(a) residents, or are about to become residents, of the Town;

(b) conducting business in or about the Town;

(c) persons, or within classes of persons, approved by the Authority and the Director; or

(d) conducting mining operations within the Region,

and such sub-leases shall be subject to the terms and conditions of this Lease and to such other terms consistent with this Lease as the Authority may determine.

(3) The Director shall not unreasonably withold his approval under paragraph (c) of sub-clause (2) of this clause.

(4) The Authority may licence any person or allow any person to enter upon or use the demised land subject to the terms of this Lease and to such other terms consistent with this Lease as the Authority may determine.

3(1) The Authority shall use the demised land in conformity with -

(a) those provisions of the Plan of Management that relate to the Town;

(b) the Parks Act;

(c) those Parks Regulations that relate to the Town;

(d) the Town Plan;

(e) the Development Act; and

(f) such other laws that apply in the Town.

(2) The Authority shall in performing its functions apply, and to the extent to which it is reasonably able to do so enforce, in relation to the use of the demised land by others -

(a) those provisions of the -

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(i) Plan of Management;
(ii) Parks Act; and
(iii) Parks Regulations,
that relate to the Town;

(b) the Town Plan;

(c) the Development Act; and

(d) such other laws that apply to the use of land in the Town.

Part III - Licences.

4(1) The Director agrees to grant to the Authority, or to a person nominated by the Authority, licences, subject to such terms and conditions as the Director thinks fit, over land comprised in the Park (other than the demised land) for the purpose of constructing roads and related works, the discharge of water, sewerage and water supply facilities, electricity and telecommunications facilities reasonably required for use in connection with the Town.

(2) The Director shall not be required to grant any licence, under this Part for which provision is not made in the Plan of Management or the Town Plan or which he has no power to grant under the Parks Act or otherwise or the grant of which is contrary to any agreement made by the Director or by the Commonwealth with other parties.

5(1) In this clause, "land adjoining the Town" means the land described in Schedule 2 to this Lease but not including that part being the demised land.

(2) The Authority may from time to time, by application in writing to the Director, request the Director to grant it a licence over a part of the land adjoining the Town which it considers to be necessary or convenient, for and in relation to the establishment and development of the Town, to be used as a recreational area by residents of the Town.

(3) The application shall describe the proposed recreational area, set out the purpose for which it is intended that area shall be used, show the site of the proposed access road from the demised land to that area and contain such other particulars as the Director may require.

(4) After considering the application, the Director may, in his absolute discretion, grant to the Authority, on such terms and conditions as the Director thinks fit, a licence over the proposed recreational area and the site of the proposed access road.

Part IV - Works by the Director.

6(1) If at any time the Director considers it necessary to do so, the Director may construct, or cause to be constructed, on the demised land roads and related works, drainage, sewerage and water supply facilities and electricity and telecommunications facilities to service land in the Park other than the demised land.

(2) The Director shall not construct, or cause to be constructed, any of the works referred to in sub-clause (1) of this clause unless he has first consulted the Authority and the Director and the Authority have agreed on the site on which the works are to be constructed and, where the works are to be connected to works under the control of the Authority, the place and manner of that connection.

Part V - Power of Director to Enter.

7 The Director shall be at liberty at any reasonable time by himself or his servants or agents to enter upon the demised land or any part thereof for the purpose of ensuring that all covenants under this Lease have been duly performed and of viewing the state of repair and condition of all buildings, structures or other improvements in, on or over the demised land.

8(1) In the event that the Director is satisfied that the Authority has failed to perform its obligations hereunder the Director may give a first written notice to the Authority setting forth the manner in which the Authority has failed to perform its obligations and if the Director is satisfied that the Authority has not remedied its failure within three months after the date of the first written notice the Director may give a second written notice to the Authority.

(2) If within twenty-one (21) days after the date of the second written notice referred to in sub-clause (1) of this clause the Director is satisfied that the failure of the Authority shall not be remedied then the Director may, without prejudice to any other right of the Director under this Lease, himself do such things and carry out such works as may be necessary to remedy the failure and the cost thereof shall be a debt due by the Authority to the Director.

Part VI - Rehabilitation.

9. If any portion of the demised land or, lands or portion of land the subject of a Licence granted under Part III of this Lease, is disturbed by the construction of works in, on or over the said land then the Authority shall within a reasonable time take such action as is reasonably required by the Director in respect of the refilling and compaction of excavated land, re-grassing, soil stabilisation and the planting of trees and shrubs on the said disturbed land.

10. If this Lease is terminated for any reason, the Director, the Authority and representatives of the Governments of the Commonwealth and the Territory shall meet to determine what measures (if any) should be undertaken to rehabilitate the demised land and in what manner the cost of that rehabilitation shall be borne.

Part VII - Fixtures.

11. The buildings, erections, structures or other works which but for this clause would be fixtures, on the demised land shall remain the property of the Authority or its sub-lessees or licencees and this clause shall apply whether or not such buildings, erections, structures or other works

were commenced or completed before or after the commencing date of this Lease.

Part VIII - Good Repair.

12 The Authority shall during the currency of this Lease keep or cause to be kept, in good repair, order and condition all buildings, structures and other improvements which it, a sub-lessee or any other person with the permission of the Authority has erected, set up or affixed to the demised land

13 The Authority shall keep the demised land in a clean and sanitary condition and free from rubbish or other offensive matter.

Part IX - Environmental Requirements.

14 The Authority shall comply with, and require all persons performing any construction works on the demised land to comply with -

(a) the provisions of the documents entitled -

(i) JS1 - Specification for Environmental Restrictions and General Site Rules;

(ii) JS2 - Specification for Clearing; and

(iii) The Jabiru Town Development Environment Protection Program;

copies of which are annexed hereto and marked "A", "B" and "C" respectively; and

(b) any amendments to the said documents agreed to by the Authority and the Director.

Part X - Fire.

15(1) The Authority shall during the currency of this Lease maintain on the demised land a fire service which is considered by the relevant authority of the Territory to be adequate taking into account the size and location of the Town and the provisions in the Plan of Management relating to fire.

(2) The Authority shall forthwith report to the Director or a person delegated by the Director for the purpose of this clause any fire in the Town which in the opinion of the Authority may spread beyond the demised land or otherwise damage or endanger the Park and shall cause the fire service to make such reports to the Director as may be reasonably required by the Director.

Part XI - Animals.

16(1) For the purposes of this clause -

"animal" means any live member of the animal kingdom but does not include an animal which is indigenous to the Region; and

"controlled dog" means a dog which is registered in accordance with the laws of the Territory relating to the

registration of dogs and which is owned by a person residing in the Town who -

(a) has obtained the written permission of the Director to keep the dog on the demised land; and

(b) has entered into a bond in such sum as the Director may require to remove the dog from the demised land at the same time as that person ceases to reside in the Town.

(2) The Authority shall take all reasonable steps to ensure that -

(a) no animal other than a controlled dog enters or remains on the demised land;

(b) a controlled dog remains on the demised land and does not enter any other part of the Park from the demised land;

(c) a Registrar of Dogs for the Town is appointed under the Dog Act, 1980; and

(d) the provisions of the Dog Act, 1980 are strictly applied and observed on the demised land.

Part XII - Assignment and Sub-leases.

17 In the event that the Territory establishes a municipal authority or establishes a successor to the Authority for the Town then the Authority may assign to such municipal authority or successor this Lease but otherwise the Authority may not assign this Lease to any other person without the prior written consent of the Director.

18 The Authority shall advise the Director of any sub-lease or licence granted by it within twenty-one (21) days of the grant thereof.

Part XIII - Quiet Enjoyment.

19 The Director hereby covenants with the Authority that upon the Authority paying the rents hereinbefore reserved and performing and observing the covenants, conditions and agreements on the part of the Authority hereinbefore contained shall and may, subject to the requirements of any law of the Commonwealth or of the Territory, peaceably and quietly hold and enjoy the demised land for the term hereby granted without any interruption from or by the Director or any person lawfully claiming through under or in trust for him.

Part XIV - Alterations to Plan of Management or Town Plan.

20(1) The Authority may from time to time suggest to the Director amendments to the Plan of Management which relate to the Town or amendments to the Town Plan.

(2) The Director agrees that, if he contemplates an amendment to the Plan of Management which relates to the Town or an amendment to the Town Plan, he shall first seek the agreement of the Authority before he commences action under the Parks Act with respect to that amendment.

(3) The Director agrees that, as far as practical, any amendment shall not require the Authority to alter any work commenced before the date of implementation of the proposed amendment.

Part XV - Renewal of Lease.

21(1) Prior to the expiration of the term of this Lease, the Authority may, by notice in writing to the Director, request the Director to grant a further lease for a term of forty (40) years.

(2) On receipt of the notice by the Director, the parties shall enter into negotiations with respect to the terms and conditions on which a further lease may be granted.

Part XVI - Taxes.

22 The Authority shall pay all rates, taxes, or other outgoings of every kind levied or assessed on or in respect of the demised land if they are legally payable.

Part XVII - Liability of Director.

23 The Director shall not be liable for any loss or damage sustained by the Authority or its servants or agents by reason of any act or omission of the Authority or its servants or agents or arising from the occupation of the demised land by the Authority.

24 The Authority shall save harmless and keep indemnified the Director from and against all claims, demands, costs, charges, damages and expenses to which the Director shall or may be liable in respect of any loss, damage or injury of whatsoever nature or kind howsoever sustained arising from or in the occupation or use of the demised land by the Authority or the performance of any work on the demised land by the Authority or any loss of or damage or injury to any person or property at any time in or upon the demised land whether such loss, damage or injury be caused or brought about by the act or default of any person other than the Director.

Part XVIII - Entry to the Town.

25 The Authority shall not, by reason only of the fact that the Town is situated on land held under lease by the Authority, prevent, or seek to prevent, any person from entering the Town, or, being in the Town, from having access to any public place within the Town.

Part XIX - Holding Over.

26 If the Authority with the permission of the Director continues to occupy the demised land after the expiration of the term of this Lease it shall occupy the demised land as a tenant from month to month on the same terms and conditions as are contained in this Lease at a monthly rent equal to one twelth part of the rent reserved under this Lease payable if and when demanded.

Part XX - Other Agreements.

27 The Authority acknowledges that it has read copies of the S.44 Agreement, the Government Agreement and the Management

Agreement and agrees that it shall not do, or cause to be done or permit its servants, agents, sub-lessees or sub-licencees to do, anything which may adversely affect the ability of any of the parties to those agreements to carry out all or any of its or their obligations under those agreements.

Part XXI - Termination and Re-entry

28(1) The Director may terminate this Lease upon the happening of any of the following events -

(a) if the rents reserved or any part thereof shall be unpaid for a period of thirty days after demand being duly made for payment;

(b) if default is made by the Authority in the performance or observance of any term or condition of this Lease, and, where such default is capable of remedy such default (not being a matter in respect of which the Director is entitled to give a first written notice to the Authority under sub-clause 8(1)) is not remedied within twenty-one (21) days (or such further time as the Director may allow after taking into account what needs to be done and the time required to remedy the default) after notice in writing specifying such default and requiring the Authority to remedy the same has been given by the Director to the Authority; or

(c) the expiry of three months after the date of the first written notice referred to in sub-clause 8(1).

(2) In the event that the Lease is terminated pursuant to this clause-

(a) the Director may re-enter into and upon the demised land or any part thereof in the name of the whole and same to have again, reposses and enjoy as in his first and former estate anything herein to the contrary notwithstanding; and

(b) such termination shall be without prejudice to any right of action or remedy of the Director in respect of any antecedent breach of any of the covenants by the Authority contained in this Lease.

(3) In this clause an "event of force majeure" means any event or occurrence beyond the control of the Authority and without limiting the generality of the foregoing that expression shall include, industrial dispute, fire, flood, civil disruption, war and acts of God.

(4) If at any time the Authority by reason of an event of force majeure is unable to perform or observe any term or condition of this Lease the Director shall not be entitled to terminate this Lease pursuant to this clause.

(5) The Authority shall give notice to the Director on it becoming aware of an event of force majeure affecting its ability to observe any term or condition of this Lease.

Part XXII - Arbitration.

29(1) If any difference shall arise between the parties touching their respective rights, duties or liabilities under this Lease, the matter in dispute shall be referred to the determination of a single arbitrator in the case the parties agree upon one otherwise to two arbitrators one to be appointed by each party and such reference shall be considered a reference to arbitration within the meaning of the laws for the time being in force in the Territory relating to arbitration.

(2) An award made pursuant to an arbitration under this clause shall not bind the Director in the exercise of a power of the Director under the Parks Act.

Part XXIII - Acknowledgement by Authority.

30 The Authority acknowledges that nothing in this Lease or in the arrangements evidenced hereby -

(a) shall be interpreted as permitting the doing of any act the doing of which is prohibited or required to be prohibited under the terms of the S.44 Agreement, the Government Agreement or the Management Agreement; or

(b) shall prevent or fetter the performance by the Director of his statutory functions,

and that nothing in this Lease or those arrangements entitle it so to contend.

Part XXIV - Miscellaneous.

31 This Lease shall be governed by and construed in accordance with the law of the Territory.

32(1) Any notice, consent, request, communication or other document authorised or required to be given or served pursuant to this Lease shall, unless otherwise specifically provided by this Lease, be in writing addressed as the case may be, as follows -

Director

The Director,
Australian National Parks and
Wildlife Service,
P.O. Box 636,
Canberra City. A.C.T. 2601

Authority

The Chairman,
Jabiru Town Development Authority,
P.O. Box 1607,
Darwin. N.T. 5794.

or to such other address in Australia as a party may nominate by notice to the other party.

(2) Any such notice, consent, request, communication or other document shall be delivered by hand, or sent by pre-paid registered post, or sent by telex, to the

address of the party to which it is sent and shall not be deemed to have been given or served until it is received by that party.

(3) Any notice, consent, request, communication or other document given or served hereunder by a party shall be signed by a duly authorised representative of that party.

SCHEDULE 1

The demised land: All that parcel of land in the Northern Territory of Australia containing an area of 1297 hectares more or less being part of Northern Territory Portion 1649 bounded by lines described as follows: firstly, commencing at a point bearing 90 degrees 580.11 metres from the most northerly north western corner of Northern Territory Portion 1649, thence by lines bearing 90 degrees 2087.35 metres, 90 degrees 0 minutes 30 seconds 926.64 metres, 180 degrees 28 minutes 992.11 metres, 253 degrees 34 minutes 408.5 metres, 264 degrees 23 minutes 383.51 metres, 272 degrees 25 minutes 30 seconds 384.75 metres, 281 degrees 49 minutes 383.74 metres, 291 degrees 1 minute 341.44 metres, 298 degrees0 minutes 30 seconds 258.27 metres, 300 degrees 57 minutes 30 seconds 1206.37 metres, 30 degrees 18 minutes 30 seconds 215.62 metres to the point of commencement; and secondly commencing at a point bearing 90 degrees 580.11 metres, 210 degrees 18 minutes 30 seconds 315.63 metres from the most northerly north western corner of Northern Territory Portion 1649, thence by lines bearing 120 degrees 57 minutes 30 seconds 1207.83 metres, 118 degrees 0 minutes 30 seconds 266.96 metres, 111 degrees 1 minute 355.59 metres, 101 degrees 49 minutes 400 metres, 92 degrees 25 minutes 30 seconds 400 metres, 84 degrees 23 minutes 400 metres, 73 degrees 34 minutes 387.58 metres, 180 degrees 28 minutes 130.2 metres, 198 degrees 54 minutes 30 seconds 790.36 metres, 236 degrees 47 minutes 901.16 metres, 207 degrees 2 minutes 30 seconds 558.86 metres, 180 degrees 28 minutes 30 seconds 374.9 metres, 256 degrees 26 minutes 30 seconds 515.24 metres, 225 degrees 28 minutes 30 seconds 1060.36 metres, 270 degrees 28 minutes 30 seconds 749.78 metres, 297 degrees 3 minutes 1436.75 metres, 11 degrees 48 minutes 1082.19 metres, 14 degrees 10 minutes 30 seconds 289.47 metres, 23 degrees 9 minutes 230.32 metres, 30 degrees 18 minutes 30 seconds 1994.42 metres to the point of commencement.

SCHEDULE 2

All that parcel of land in the Northern Territory of Australia containing an area of 6804 hectares more or less being Northern Territory Portion 1649 and being more particularly delineated on Survey Plans S.77/144 A, B, C, and D lodged with the Surveyor General Darwin.

IN WITNESS WHEREOF the parties have hereunto affixed their seals on the day and year first mentioned herein.

THE SEAL of the DIRECTOR OF NATIONAL PARKS AND WILDLIFE was affixed hereto in the presence of:-

DIRECTOR OF NATIONAL ... Official Seal ... AND WILDLIFE

THE SEAL of the JABIRU TOWN DEVELOPMENT AUTHORITY was hereunto affixed in the presence of:-

Jabiru Town Development Authority The Common Seal Of

Sub-Lease No. 227976 of the within Lease No. 112372 for LOT 504 TOWN OF JABIRU TO: NORTHERN TERRITORY HOUSING COMMISSION Expiring 30th June 1990 at 11.19.53

REGISTRAR GENERAL

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 235677 of the within Lease No. 112372 for LOT 932 TOWN OF JABIRU TO: ALBERTO LUGLIETTI and HELEN LUGLIETTI Expiring 30th June, 1990. Produced the 28th June, 1990 at 12.54.30

REGISTRAR GENERAL

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.235954 of the within Lease No. 112372 for Lot 2245 TOWN OF JABIRU TO: AUSTRALIAN TELECOMMUNICATIONS CORPORATION Expiring 30th June 2021. Produced the 3rd September 1990 at 14.19.52

REGISTRAR GENERAL

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.235955 of the within Lease No. 112372 for Lot 952 TOWN OF JABIRU TO: AUSTRALIAN TELECOMMUNICATIONS CORPORATION Expiring 30th June 2021. Produced the 3rd September 1990 at 14.21.06

REGISTRAR GENERAL

DEPUTY REGISTRAR-GENERAL

MORTGAGE of the within SUB-LEASE NOS. 224150, 224151, 224152 and 224153 TO: AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED. Produced the 6th September 1990 at 11.07.37

REGISTRAR GENERAL

DEPUTY REGISTRAR-GENERAL

MORTGAGE of the within SUB-LEASE NO. 224155 TO: AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED. Produced the 20th September 1990 at 12.14.10 vide L.T.O. Instrument No.236654

DEPUTY REGISTRAR-GENERAL

discharge of Mortgage No. 217079 OF THE WITHIN SUB-LEASE No. 217078 vide LTO. Instrument No. 236908 : Produced the 26TH day of SEPTEMBER 1990 at 11.41.27

DEPUTY REGISTRAR-GENERAL

discharge of Mortgage No. 230893 OF THE WITHIN SUB-LEASE NO. 217078 vide LTO. Instrument No. 236909 Produced the 26TH day of SEPTEMBER 1990 at 11.41.29

DEPUTY REGISTRAR-GENERAL

Transferred vide LTO Instrument No 236910 OF THE WITHIN SUB-LEASE NO. 217078 TO LANCET PTY. LTD. Produced the 26TH day of SEPTEMBER 1990 at 11.41.31

DEPUTY REGISTRAR-GENERAL

mortgage vide LTO. Instrument No. 236911 OF THE WITHIN SUB-LEASE NO. 217078 TO:- AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED Produced the 26TH day of SEPTEMBER 1990 at 11.41.33

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.238341 of the within Lease No.112372 for Lot 2253 TOWN OF JABIRU TO: PIONEER CONCRETE (NT) PTY.LTD. Expiring 30th June 2021 Produced the 30th October 1990 at 10.59.52

REGISTRAR GENERAL

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 241607 of the within Lease No. 112372 for Lot 41,405, 45 510 & 804 TOWN OF JABIRU to: AUSTRALIAN TELECOMMUNICATIONS CORPORATION.EXPIRING 30th June, 202 Produced 23rd January 199 at 11.11.43

REGISTRAR GENERAL

DEPUTY REGISTRAR-GENERAL

Sub-L[illegible]966 of the within Lease No/ 112372 for LOT 231 TOWN OF JABIRU TO: NORTHERN TERRITORY HOUSING COMMISSION Expiring 30th June 2021. Produced the 14th February 1990 at 11.13.22

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.227968 of the within Lease No. 112372 for LOT 263 TOWN OF JABIRU TO: NORTHERN TERRITORY HOUSING COMMISSION Expiring 30th June 2021. Produced the 14th February 1990 at 11.14.2[illegible]

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.227969 of the within Lease No. 112372 for LOT 422 TOWN OF JABIRU TO: NORTHERN TERRITORY HOUSING COMMISSION Expiring 30th June 2021. Produced the 14th February 1990 at 11.15.[illegible]

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.227971 of the within Lease No. 112372 for LOT 444 TOWN OF JABIRU TO: NORTHERN TERRITORY HOUSING COMMISSION Expiring 30th June 2021. Produced the 14th February 1990 at 11.16.[illegible]

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.227972 of the within Lease No. 112372 for LOT 456 TOWN OF JABIRU TO: NORTHERN TERRITORY HOUSING COMMISSION Expiring 30th June 2021. Produced the 14th February 1990 at 11.17.[illegible]

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.227975 of the within Lease No. 112372 for LOT 472 TOWN OF JABIRU TO: NORTHERN TERRITORY HOUSING COMMISSION Expiring 30th June 2021. Produced the 14th February 1990 at 11.18.[illegible]

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.227960 of the within Lease No. 112372 for LOT 56 TOWN OF JABIRU TO: NORTHERN TERRITORY HOUSING COMMISSION Expiring 30th June 2021. Produced the 14th February 1990 at 11.07.12

REGISTRAR GENERAL

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.227961 of the within Lease No. 112372 for LOT 150 TOWN OF JABIRU TO: NORTHERN TERRITORY HOUSING COMMISSION Expiring 30th June 2021. Produced the 14th February 1990 at 11.06.28

REGISTRAR GENERAL

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.227962 of the within Lease No. 112372 for LOT 63 TOWN OF JABIRU TO: NORTHERN TERRITORY HOUSING COMMISSION Expiring 30th June 2021. Produced the 14th February 1990 at 11.07.33

REGISTRAR GENERAL

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.227963 of the within Lease No. 112372 for LOT 189 TOWN OF JABIRU TO: NORTHERN TERRITORY HOUSING COMMISSION Expiring 30th June 2021. Produced the 14th February 1990 at 11.08.48

REGISTRAR GENERAL

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.227964 of the within Lease No. 112372 for LOT 204 TOWN OF JABIRU TO: NORTHERN TERRITORY HOUSING COMMISSION Expiring 30th June 2021. Produced the 14th February 1990 at 11.07.57

REGISTRAR GENERAL

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.227965 of the within Lease No. 112372 for LOT 214 TOWN OF JABIRU TO: NORTHERN TERRITORY HOUSING COMMISSION Expiring 30th June 2021. Produced the 14th February 1990 at 11.12.36

REGISTRAR GENERAL

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 229841 TO: DIRECTOR OF NATIONAL PARKS AND WILDLIFE, of the within Lease No. 112372 for LOT 227 TOWN OF JABIRU EXPIRING 30TH JUNE, 2021 PRODUCED 30TH MARCH AT. 11.22.45

REGISTRAR GENERAL

Deputy Registrar-General

SUB-LEASE No. 230867 OF THE WITHIN LEASE No. 112372 FOR LOT 73 TOWN OF JABIRU TO: GAGUDJU ASSOCIATION INCORPORATED - EXPIRING 30TH JUNE, 2021 PRODUCED 26TH APRIL 1990 AT 11:25:30

REGISTRAR GENERAL

Deputy Registrar-General

SUB-LEASE No. 230870 OF THE WITHIN LEASE No. 112372 FOR LOT 395 TOWN OF JABIRU TO: GAGUDJU ASSOCIATION INCORPORATED - EXPIRING 30TH JUNE, 2021 PRODUCED 26TH APRIL 1990 AT 11:25:04

REGISTRAR GENERAL

Deputy Registrar-General

Sub-Lease No. 224150 of the within Lease No. 112372 For LOT 442 TOWN OF JABIRU TO: AUTOLAND (N.T.) PTY LIMITED. EXPIRING 30th June 2021. Produced 26th October 1989 at 15.18.33

REGISTRAR GENERAL

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 224151 of the within Lease No. 112372 For LOT 473 TOWN OF JABIRU TO: AUTOLAND (N.T.) PTY. LIMITED. Expiring 30th June 2021. Produced 26th October 1989 at 15.19.38

REGISTRAR GENERAL

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 224152 of the within Lease No. 112372 For LOT 273 TOWN OF JABIRU TO: AUTOLAND (N.T.) PTY. LIMITED- Expiring 30th June 2021. Produced 26th October 1989 at 15.20.36

REGISTRAR GENERAL

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 224153 of the within Lease No. 112372 For LOT 145 TOWN OF JABIRU TO: AUTOLAND (N.T.) PTY LIMITED. Expiring 30th June 2021. Produced 26th October 1989 at 15.21.30

REGISTRAR GENERAL

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 224154 of the within Lease No. 112372 For LOT 215 TOWN OF JABIRU TO: MOTOR SERVICES PTY. LIMITED. Expiring 30th June 2021. Produced 26th October 1989 at 15.22.17

REGISTRAR GENERAL

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 224155 of the within Lease No. 112372 for LOT 190 TOWN OF JABIRU TO: GIPATOR PTY. LIMITED. Expiring 30th June 2021. Produced 26th October 1989 at 15.23.08

REGISTRAR GENERAL

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.220763 of the within LEASE
No.112372 for LOT 5 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA PTY.
LTD. EXPIRING 30th June 2021. Produced
the 19th July 1989 at 11.40.37

DEPUTY REGISTRAR-GENERAL

Sub-Lease NO.220764 of the within LEASE
No.112372 FOR LOT 6 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA PTY.
LTD. EXPIRING 30th June 2021. Produced
the 19th July 1989 at 11.52.37

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.220765 of the within LEASE
NO.112372 for LOT 4 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA PTY.
LTD. EXPIRING 30th June 2021. Produced
the 19th July 1989 at 11.52.37

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.220766 of the within LEASE
NO.112372 for LOT 89 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA PTY
LTD. EXPIRING 30th June 2021. Produced
the 19th July 1989 at11.53.08

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.220767 of the within LEASE
No.112372 for LOT 90 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA PTY.
LTD. EXPIRING 30th June 2021. Produced
the 19th July 1989 at 11.53.08

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.220768 of the within LEASE
No.112372 for LOT 91 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA PTY.
LRD. EXPIRING 30th June 2021. Produced
the 19th July 1989 at 11.54.37

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.220769 of the within LEASE
No.112372 for LOT 242 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA PTY.
LTD. EXPIRING 30th June 2021. Produced
the 19th July 1989 at 11.55.40

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.220770 of the within LEASE
No.112372 for LOT 243 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA PTY.
LTD. EXPIRING 30th June 2021. Produced
the 19th July 1989 at 11.56.30

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.220771 of the within LEASE
No.112372 for LOT 244 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA PTY.
LTD. EXPIRING 30th June 2021. Produced
the 19th July 1989 at 11.57.32

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.220772 of the within LEASE
No.112372 for LOT 287 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA PTY.
LTD. EXPIRING 30th June 2021. Produced
the 19th July 1989 at 11.58.00

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.220773 of the within LEASE
NO.112372 for LOT 288 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA PTY.
LTD. EXPIRING 30th June 2021. Produced
the 19th July 1989 at 11.59.27

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.220774 of the within LEASE
No.112372 for LOT 289 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA PTY.
LTD. EXPIRING 30th June 2021. Produced
the 19th July 1989 at 12.00.45

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.220779 of the within LEASE
No.112372 for LOT 389 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA PTY.
LTD. EXPIRING 30th June 2021. Produced
the 19th July 1989 at 12.02.25

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.220780 of the within LEASE
No.112372 for LOT 390 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA PTY.
LTD. EXPIRING 30th June 2021. Produced
the 19th July 1989 at 12.03.37

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.220781 of the within LEASE No.112372 for LOT 413 TOWN OF JABIRU TO: ENERGY RESOURCES OF AUSTRALIA PTY. LTD. EXPIRING 30th June 2021. Produced the 19th July 1989 at 12.05.00

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.220782 of the within LEASE No.112372 for LOT 414 TOWN OF JABIRU TO: ENERGY RESOURCES OF AUSTRALIA PTY. LTD. EXPIRING 30th June 2021. Produced the 19th JUly 1989 at 12.05.18

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.220783 of the within LEASE No.112372 for LOT 415 TOWN OF JABIRU TO: ENERGY RESOURCES OF AUSTRALIA PTY. LTD. EXPIRING 30th June 2021. Produced the 19th July 1989 at 12.06.49

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.220784 of the within LEASE No.112372 for LOT 955 TOWN OF JABIRU TO: ENERGY RESOURCES OF AUSTRALIA PTY. LTD. EXPIRING 30th June 2021. Produced the 19th July 1989 at 12.07.15

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.220785 of the within LEASE No.112372 for LOT 2011 TOWN OF JABIRU TO: ENERGY RESOURCES OF AUSTRALIA PTY. LTD. EXPIRING 30th June 2021. Produced the 19th July 1989 at 12.09.21

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.220789 of the within LEASE No.112372 for LOT 2008 TOWN OF JABIRU TO: ENERGY RESOURCES OF AUSTRALIA PTY. LTD. EXPIRING 30th June 2021. Produced the 19th July 1989 at 12.11.51

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.220791 of the within LEASE No.112372 for LOT 957 TOWN OF JABIRU TO: ENERGY RRESOURCES OF AUSTRALIA PTY. LTD. EXPIRING 30th June 2021. Produced the 19th July 1989 at 12.13.44

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.220793 of the within LEASE
No.112372 for LOT 2255 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA PTY.
LTD. EXPIRING 30th June 2021. Produced
the 19th July 1989 at 12.15.29

DEPUTY REGISTRAR-GENERAL

NORTHERN TERRITORY OF AUSTRALIA
REGISTRAR GENERAL

Sub-Lease No.220794 of the within LEASE
No.112372 for LOT 2316 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA PTY.
LTD. EXPIRING 30th June 2021. Produced
the 19th July 1989 at 12.16.1

DEPUTY REGISTRAR-GENERAL

NORTHERN TERRITORY OF AUSTRALIA
REGISTRAR GENERAL

Sub-Lease No.197224 of the within LEASE
No.112372 for Lot 458 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th June 2021. Produced
3rd December 1987 at 15.11.51

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 202053 of the within LEASE
NO. 112372 for Lot 39 TOWN OF JABIRU
TO: THE UNITING CHURCH IN AUSTRALIA
PROPERTY TRUST (NT). EXPIRING
30th June, 2021. Produced the 21st April,
1988 at 11.24.27

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 202054 of the within LEASE
NO. 112372 for Lot 2230 TOWN OF JABIRU
TO: GAGUDJU ASSOCIATION INC. EXPIRING
30th June, 2021. Produced the 21st April,
1988 at 11.26.17

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.202713 of the within LEASE
NO.112372 for Lot 227 TOWN OF JABIRU
TO: CATHOLIC CHURCH OF THE DIOCESE OF
DARWIN PROPERTY TRUST - EXPIRING
30th June 2021. Produced the 10th May,
1988 at 11.20.31.

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.202715 of the within LEASE
NO.112372 for Lot2043 TOWN OF JABIRU
TO: CATHOLIC CHURCH OF THE DIOCESE OF
DARWIN PROPERTY TRUST - EXPIRING
30th June 2021. Produced the 10th May
1988 at 11.21.36

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.204514 of the within LEASE
NO.112372 for LOT 964 TOWN OF JABIRU
TO: THE COMMONWEALTH OF AUSTRALIA
EXPIRING 30th June 2021. Produced
the 28th June 1988 at 11.11.3 AM.

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 197136 of the within LEASE NO. 112372 for Lot 443 TOWN OF JABIRU TO: ENERGY RESOURCES OF AUSTRALIA LTD. EXPIRING 30th June, 2021. Produced 3rd December, 1987 at 10.39.11

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 197138 of the within LEASE NO. 112372 for Lot 448 TOWN OF JABIRU TO: ENERGY RESOURCES OF AUSTRALIA LTD. EXPIRING 30th June, 2021. Produced 3rd December, 1987 at 10.41.42

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 197139 of the with LEASE NO. 112372 for Lot 229 TOWN OF JABIRU TO: ENERGY RESOURCES OF AUSTRALIA LTD. EXPIRING 30th June, 2021. Produced 3rd December, 1987 at 10.42.05

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 197140 of the within LEASE NO. 112372 for Lot 228 TOWN OF JABIRU TO: ENERGY RESOURCES OF AUSTRALIA LTD. EXPIRING 30th June, 2021. Produced 3rd December, 1987 at 10.42.54

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 197141 of the within LEASE NO. 112372 for Lot 441 TOWN OF JABIRU TO: ENERGY RESOURCES OF AUSTRALIA LTD. EXPIRING 30th June, 2021. Produced 3rd December, 1987 at 10.43.52

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 197142 of the within LEASE NO. 112372 for Lot 447 TOWN OF JABIRU TO: ENERGY RESOURCES OF AUSTRALIA LTD. EXPIRING 30th June, 2021. Produced 3rd December, 1987 at 10.44.58

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 197143 of the within LEASE NO. 112372 for Lot 480 TOWN OF JABIRU TO: ENERGY RESOURCES OF AUSTRALIA LTD. EXPIRING 30th June, 2021. Produced 3rd December, 1987 at 10.45.44

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.197144 of the within LEASE NO.112372 for Lot 440 TOWN O JABIRU. TO: ENERGY RESOURCES OF AUSTRALIA LTD. EXPIRING 30th June, 2021. Produced 3rd December, 1987 at 10.46.36

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 197145 of the within LEASE NO. 112372 for Lot 22[illegible] TOWN JABIRU. TO: ENERGY RESOURCES OF AUSTRALIA LTD. EXPIRING [illegible]th June 2021. Produced 3rd December, 1987 at 10.47.32

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 197146 of the within LEASE NO. 112372 for Lot 223 TOWN JABIRU. TO: ENERGY RESOURCES OF AUSTRALIA LTD. EXPIRING 30th June 2021. Produced 3rd December, 1987 at 10.48.40

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 197149 of the within LEASE NO. 112372 for Lot 219 TOWN JABIRU. TO: ENERGY RESOURCES OF AUSTRALIA LTD. EXPIRING 30th June 2021. Produced 3rd December, 1987 at 10.49.58

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 197151 of the within LEASE NO. 112372 for Lot 459 TOWN JABIRU. TO: ENERGY RESOURCES OF AUSTRALIA LTD. EXPIRING 30th June 2021. Produced 3rd December, 1987 at 10.51.32

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 197153 of the within LEASE NO. 112372 for Lot 457 TOWN JABIRU. TO: ENERGY RESOURCES OF AUSTRALIA LTD. EXPIRING 30th June 2021. Produced 3rd December, 1987 at 10.52.30

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 197154 of the within LEASE NO. 112372 for Lot 450 TOWN JABIRU. TO. ENERGY RESOURCES OF AUSTRALIA LTD. EXPIRING 30th June 2021. Produced 3rd December, 1987 at 10.53.23

DEPUTY REGISTRAR-GENERAL

ub-Lease No.197085 of the within LEASE
o.112372 for Lot 507 TOWN OF JABIRU
O: ENERGY RESOURCES OF AUSTRALIA LTD.
XPIRING 30th June 2021. Produced
nd December 1987 at 10.32.41

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.197086 of the within LEASE
No.112372 for Lot 503 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th June 2021. Produced
2nd December 1987 at 10.33.49

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.197087 of the within LEASE
No.112372 for Lot 502 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th June 2021. Produced
2nd December 1987 at 10.34.58

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.197088 of the within LEASE
No.112372 for Lot 501 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th JUne 2021. Produced
2nd December 1987 at 10.36.10

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.197089 of the within LEASE
No.112372 for Lot 221 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th June 2021. Produced
2nd December 1987 at 10.37.21

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.197073 of the within LEASE
No.112372 for Lot 515 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th June 2021. Produced
2nd December 1987 at 10.14.49

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.197074 of the within LEASE
No.112372 for Lot 516 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th June 2021. Produced
2nd December 1987 at 10.16.2

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.197075 of the within LEASE
No.112372 for Lot 517 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th June 2021. Produced
2nd December 1987 at 10.17.53

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.197076 of the within LEASE
No.112372 for Lot 518 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th June 2021. Produced
2nd December 1987 at 10.19.16

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.197077 of the within LEASE
No.112372 for Lot 880 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th June 2021. Produced
2nd December 1987 at 10.20.47

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.197078 of the within LEASE
No.112373 for Lot 872 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th June 2021. Produced
2nd December 1987 at 10.24.18

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.197079 of the within LEA
No.112372 for Lot 875 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th June 2021. Produced
2nd December 1987 at 10.24.1

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.197080 of the within LEAS
No.112372 for Lot 874 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th June 2021. Produced
2nd December 1987 10.25.38

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.197081 of the within LEA
No.112372 for Lot512 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD
EXPIRING 30th June 2021. Produced
2nd December 198 at 10.26.58

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.197082 of the within LEA
No.112372 for Lot 803 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD
EXPIRING 30th June 2021. Produced
2nd December 1987 at 10.28.11

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.197083 of the within LEA
No.112372 for Lot 509 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD
EXPIRING 30th June 2021. Produced
2nd December 1987 at 10.29.22

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.197084 of the within LEA
No.112372 for Lot 508 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTI
EXPIRING 30th June 2021. Produced
2nd December 1987 at 10.31.29

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 197030 of the within LEASE
NO. 112372 for Lot 490 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th June, 2021. Produced
1st December, 1987 at 10.36.22

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 197031 of the within LEASE
NO. 112372 for Lot 491 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th June, 2021. Produced
1st December, 1987 at 10.37.16

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 197032 of the within LEASE
NO. 112372 for Lot 492 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD
EXPIRING 30th June, 2021. Produced
1st December, 1987 at 10.38.05

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 197033 of the within LEASE
NO. 112372 for Lot 431 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th June, 2021. Produced
1st December, 1987 at 10.39.00

DEPUTY REGISTRAR-GENERAL

ub-Lease No. 197013 of the within LEASE
o. 112372 for Lot 499 TOWN OF JABIRU
O: ENERGY RESOURCES OF AUSTRALIA LTD.
XPIRING 30th June, 2021. Produced
st December, 1987 at 10.18.58

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 197014 of the within LEASE
NO. 112372 for Lot 498 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th June, 2021. Produced
1st December, 1987 at 10.18.22

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 197015 of the within LEASE
NO. 112372 for Lot 493 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th June, 2021. Produced
1st December, 1987 at 10.18.52

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 197016 of the within LEASE
NO. 112372 for Lot 494 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th June, 2021. Produced
1st December, 1987 at 10.20.49

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 197017 of the within LEASE
NO. 112372 for Lot 230 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th June, 2021. Produced
1st December, 1987 at 10.21.44

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 197018 of the within LEASE
NO. 112372 for Lot 500 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th June, 2021. Produced
1st December, 1987 at 10.22.40

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 197019 of the within LEASE
NO. 112372 for Lot 439 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th June, 2021. Produced
1st December, 1987 at 10.23.31

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 197020 of the within LEASE
NO. 112372 for Lot 437 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th June, 2021. Produced
1st December, 1987 at 10.24.24

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 197021 of the within LEA
No. 112372 for Lot 433 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD
EXPIRING 30th June, 2021. Produced
1st December, 1987 at 10.25.31

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 197022 of the within LE
NO. 112372 for Lot 432 TOWN OF JABIR
TO: ENERGY RESOURCES OF AUSTRALIA LTD
EXPIRING 30th June, 2021. Produced
1st December, 1987 at 10.26.30

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 197023 of the within LE
NO. 112372 for Lot 430 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD
EXPIRING 30th June, 2021. Produced
1st December, 1987 at 10.27.25

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.197024 of the within LE
NO. 112372 for Lot 429 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD
EXPIRING 30th June, 2021. Produced
1st December, 1987 at 10.29.01

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.197025 of the within LE
NO. 112372 for Lot 425 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD
EXPIRING 30th June, 2021. Produced
1st December, 1987 at 10.32.26

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 197026 of the within L
NO. 112372 for Lot 485 TOWN OF JABIR
TO: ENERGY RESOURCES OF AUSTRALIA LT
EXPIRING 30th June, 2021. Produced
1st December, 1987 at 10.33.20

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.197027 of the within LE
NO. 112372 for Lot 486 TOWN OF JABIR
TO: ENERGY RESOURCES OF AUSTRALIA LT
EXPIRING 30th June, 2021. Produced
1st December, 1987 at 10.34.16

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.197028 of the within LE
NO. 112372 for Lot 487 TOWN OF JABIR
TO: ENERGY RESOURCES OF AUSTRALIA LT
EXPIRING 30th June, 2021. Produced
1st December, 1987 at 10.35.22

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 196939 of the with LEASE
NO. 112372 FOR Lot 267 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th June 2021. Produced
30th November, 1987 at 11.00.01

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 196940 of the within LEASE
NO. 112372 for Lot 235 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th June 2021. Produced
30th November, 1987 at 11.01.24

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 196941 of the within LEASE
NO. 112372 for Lot 238 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th June, 20-21. Produced
30th November, 1987 at 11.03.07

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 196942 of the within LEASE
NO. 112372 for Lot 247 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th June, 2021. Produced
30th November, 1987 at 11.04.52

DEPUTY REGISTRAR-GENERAL:

Sub-Lease No. 196944 of the within LEASE
NO. 112372 for Lot 240 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th June, 2021. Produced
30th November, 1987 at 11.06.40

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 196945 of the within LEASE
NO. 112372 for Lot 238 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th June, 2021. Produced
30th November, 1987 at 11.08.07

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 196917 of the within LEASE NO. 112372 for Lot 254 TOWN OF JABIRU TO: ENERGY RESOURCES OF AUSTRALIA LTD. EXPIRING 30th June, 2021. Produced 30th November, 1987 at 10.32.31

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 196922 of the within LEASE NO. 112372 for Lot 253 TOWN OF JABIRU TO: ENERGY RESOURCES OF AUSTRALIA LTD. EXPIRING 30th June, 2021. Produced 30th November, 1987 at 10.34.11

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 196923 of the withlin LEASE NO. 112372 for Lot 252 TOWN OF JABIRU TO: ENERGY RESOURCES OF AUSTRALIA LTD. EXPIRING 30th June, 2021. Produced 30th November, 1987 at 10.36.11

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 196925 of the within LEASE NO. 112372 for Lot 251 TOWN OF JABIRU TO: ENERGY RESOURCES OF AUSTRALIA LTD. EXPIRING 30th June, 2021. Produced 30th November, 1987 at 10.38.48

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 196926 of the within LEASE NO. 112372 for Lot 262 TOWN OF JABIRU TO: ENERGY RESOURCES OF AUSTRALIA LTD. EXPIRING 30th June, 2021. Produced 30th November, 1987 at 10.40.39

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 196927 of the within LEASE NO. 112372 for Lot 266 TOWN OF JABIRU TO: ENERGY RESOURCES OF AUSTRALIA LTD. EXPIRING 30th June, 2021. Produced 30th November, 1987 at 10.43.02

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 196928 of the within LEASE NO. 112372 for Lot 257 TOWN OF JABIRU TO: ENERGY RESOURCES OF AUSTRALIA LTD. EXPIRING 30th June, 2021. Produced 30th November, 1987 at 10.44.40

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 196929 of the within LEASE NO. 112372 for Lot 269 TOWN OF JABIRU TO: ENERGY RESOURCES OF AUSTRALIA LTD. EXPIRING 30th June, 2021. Produced 30th November, 1987 at 10.46.12

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 196930 of the within LEASE NO. 112372 for Lot 256 TOWN OF JABIRU. TO: ENERGY RESOURCES OF AUSTRALIA LTD. EXPIRING 30th Novembe 2021. Produced 30th November, 1987 at 10.47.48

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 196932 of the within LEASE NO. 112372 for Lot 481 TOWN OF JABIRU. TO: ENERGY RESOURCES OF AUSTRALIA LTD. EXPIRING 30th June, 2021. Produced 30th November, 1987 at 10.49.16

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 196933 of the within LEASE NO. 112372 for Lot 482 TOWN OF JABIRU. TO: ENERGY RESOURCES OF AUSTRALIA LTD. EXPIRING 30th June, 2021. Produced 30th November, 1987 10.50.39

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 196934 of the within LEASE NO. 112372 for Lot 483 TOWN OF JABIRU. TO: ENERGY RESOURCES OF AUSTRALIA LTD. EXPIRING 30th June, 2021. Produced 30th November, 1987 at 10.52.2

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 196935 of the within LEASE NO. 112372 for Lot 484 TOWN OF JABIRU. TO: ENERGY RESOURCES OF AUSTRALIA LTD. EXPIRING 30th June, 2021. Produced 30th November, 1987 at 10.54.04

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 196936 of the within LEASE NO. 112372 for Lot 268 TOWN JABIRU. TO: ENERGY RESOURCES OF AUSTRALIA LTD. EXPIRING 30th June, 2021. Produced 30th November, 1987 at 10.55.42

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 196937 of the within LEASE NO. 112372 for Lot 237 TOWN JABIRU. TO: ENERGY RESOURCES OF AUSTRALIA LTD. EXPIRING 30th June, 2021. Produced 30th November, 1987 at 10.57.08

DEPUTY REGISTRAR-GENERAL

Subl-Lease No. 196938 of the within LEASE NO. 112372 for Lot 255 TOWN JABIRU. TO: ENERGY RESOURCES OF AUSTRALIA LTD. EXPIRING 30th June, 2021. Produced 30th November, 1987 at 10.58.37

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.196825 of the within LEASE
No.112372 for LOT 86 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th June 2021. Produced
27th November 1987 at 10.35.13

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.196826 of the within LEASE
No.112372 for LOT 87 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th June 2021. Produced
27th November 1987 at 10.36.16

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.196827 of the within LEASE
No.112372 for LOT 88 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th June 2021. Produced
27th November 1987 at 10.37.25

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.196831 of the within LEASE
No.112372 for LOT 153 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th June 2021. Produced
27th November 1987 at 10.38.22

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.196832 of the within LEASE
No.112372 for LOT 278 TOWN OF JABIRU
TOL ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th June 2021. Produced
27th November 1987 at 10.41.37

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.196810 of the within LEASE
No.112372 for LOT 167 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th June 2021. Produced
27th November 1987 at 10.18.18

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.196811 of the within LEASE
No.112372 for LOT 166 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th June 2021. Produced
27th November 1987 at 10.19.22

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.196812 for the within LEASE
No.112372 for LOT 165 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th June 2021. Produced
27th November 1987 at 10.20.15

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.196813 of the within LEASE
No.112372 for LOT 160 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th June 2021. Produced
27th November 1987 at 10.21.47

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.196814 of the within LEASE;
No.112372 for LOT 164 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th June 2021. Produced
27th November 1987 at 10.22.40

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.196815 of the within LEASE
No.112372 for LOT 285 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th June 2021. Produced
27th November 1987 10.23.39

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.196816 of the within LEASE
No.112372 for LOT 279 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th June 2021. Produced
27th November 1987 at 10.24.47

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.196817 of the within LEAS
No.112372 for LOT 277 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th June 2021. Produced
27th November 1987 at 10.26.53

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.196818 of the within LEAS
No.112372 for LOT 270 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th June 2021. Produced
27th November 1987 at 10.27.51

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.196819 of the within LEAS
No.112372 for LOT 173 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD
EXPIRING 30th June 2021. Produced
27th November 1987 at 10.28.59

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.196820 of the within LEA
No.112372 for LOT 172 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD
EXPIRING 30th June 2021. Produced
27th November 1987 at 10.29.57

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.196821 of the within LEA
No.112373 for LOT 169 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD
EXPIRING 30th June 2021. Produced
27th November 1987 at 10.31.35

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.196822 of the within LEA
No.112372 for LOT 168 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD
EXPIRING 30th June 2021. Produced
27th November 1987 at 10.32.39

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.196824 of the within LEA
No.112372 for LOT 85 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD
EXPIRING 30th June 2021. Produced
27th November 1987 at 10.34.05

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 196761 of the within LEASE
NO. 112372 for Lot 81 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD
EXPIRING 30th June, 2021. Produced 26th
November, 1987 at 10.37.02

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 196762 of the within LEASE
NO. 112372 for Lot 80 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th June, 2021. Produced
November, 1987 at 10.38.17

DEPUTY REGISTRAR GENERAL

Sub-Lease No. 196764 of the within LEASE
NO. 112372 for Lot 47 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th June, 2021. Produced
26th November, 1987 at 10.39.36

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 196766 of the within LEASE
NO. 112372 for Lot 48 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th June, 2021. Produced
26th November, 1987 at 10.41.05

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 196767 of the within LEASE
NO. 112372 for Lot 49 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th June, 2021. Produced
26th November, 1987 at 10.42.14

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 196768 of the within LEASE
NO. 112372 for Lot 50 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th June, 2021. Produced
26th November, 1987 at 10.43.48

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 196739 of the within LEASE No. 112372 for Lot 70 TOWN OF JABIRU TO: ENERGY RESOURCES OF AUSTRALIA LTD. EXPIRING 30th June, 2021. Produced the 26th November, 1987 at 10.16.24

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 196740 of the within LEASE NO. 112372 for Lot 69 TOWN OF JABIRU TO: ENERGY RESOURCES OF AUSTRALIA LTD. EXPIRING 30th June, 2021. Produced the 26th November, 1987 at 10.18.21

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 196741 of the within LEASE NO. 112372 for Lot 67 TOWN OF JABIRU TO: ENERGY RESOURCES OF AUSTRALIA LTD. EXPIRING 30th June, 2021. Produced 26th November, 1987 at 10.19.43

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 196742 of the within LEASE NO. 112372 for Lot 76 TOWN OF JABIRU TO: ENERGY RESOURCES OF AUSTRALIA LTD EXPIRING 30th June, 2021. Produced 26th November, 1987 at 10.21.20

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 196743 of the within LEASE NO. 112372 For Lot 53 TOWN OF JABIRU TO: ENERGY RESOURCES OF AUSTRALIA LTD. EXPIRING 30th June, 2021. Produced 26th November, 1987 at 10.22.49

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 196745 of the within LEASE NO. 112372 for Lot 52 TOWN OF JABIRU TO: ENERGY RESOURCES OF AUSTRALIA LTD. EXPIRING 30th June, 2021. Produced 26th November, 1987 at 10.24.21

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 196747 of the within LEASE NO. 112372 for Lot 51 TOWN OF JABIRU TO: ENERGY RESOURCES OF AUSTRALIA LTD. EXPIRING 30th June, 2021. Produced 26th November, 1987 at 10.26.18

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 196748 of the within LEASE NO. 112372 for Lot 66 TOWN OF JABIRU. TO: ENERGY RESOURCES OF AUSTRALIA LTD. EXPIRING 30th June, 2021. Produced 26th November, 1987 10.27.34

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.196749 of the within LEASE NO. 112372 for Lot 65 TOWN OF JABIRU. TO: ENERGY RESOURCES OF AUSTRALIA LTD. EXPIRING 30th June, 2021. Produced 26th November, 1987 10.29.02

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 196750 of the within LEASE NO. 112372 for Lot 64 TOWN OF JABIRU. TO: ENERGY RESOURCES OF AUSTRALIA LTD. EXPIRING 30th June, 2021. Produced 26th November, 1987 10.30.25

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 196751 of the within LEASE NO. 112372 for Lot 71 TOWN OF JABIRU. TO: ENERGY RESOURCES OF AUSTRALIA LTD. EXPIRING 30th June, 2021. Produced 26th November, 1987 at 10.31.40

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 196753 of the within LEASE NO. 112372 for Lot 70 TOWN OF JABIRU TO: ENERGY RESOURCES OF AUSTRALIA LTD. EXPIRING 30th June, 2021. Produced 26th November, 1987 at 10.33.05

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 196755 of the within LEASE NO 112372 for Lot 68 TOWN OF JABIRU. TO: ENERGY RESOURCES OF AUSTRALIA LTD. EXPIRING 30th June, 2021. Produced 26th November, 1987 at 10.34.23

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 196756 of the within LEASE NO. 112372 for Lot 67 TOWN OF JABIRU. TO: ENERGY RESOURCES OF AUSTRALIA LTD. EXPIRING 30th June 2021. Produced 26th November, 1987 at 10.35.42

DEPUTY REGISTRAR-GENERAL

ub-Lease No.196683 of the within LEASE
o.112372 for LOT 387 TOWN OF JABIRU
O: ENERGY RESOURCES OF AUSTRALIA LTD.
XPIRING 30th June 2021. Produced
he 25th November 198[illegible] 10[illegible].51

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.196684 of the within LEASE
No.112372 for LOT 391 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th June 2021. Produced
the 25th November 1987 at 10.48.55

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.196687 of the within LEASE
No.112372 for LOT 392 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th June 2021. Produced
the 25th November 1987 at 10.49.59

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.196688 of the within LEASE
No.112372 for LOT 393 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th June 2021. Produced
the 25th November 1987 at 10.50.50

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.196689 of the within LEASE
No.112372 for LOT 396 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th June 2021. Produced
the 25th November 1987 at 10.51.49

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.196690 of the within LEASE
No.112372 for LOT 397 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th June 2021. Produced
the 25th November 1987 at 10.52.45

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.196669 of the within LEASE
NO.112372 for LOT 403 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th June 2021. Produced
the 25th November 1987 at 10.33.58

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.196670 of the within LEASE
NO.112372 for LOT 404 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th June 2021. Produced
the 25th November 1987 at 10.34.39

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.196671 of the within LEASE
NO.112372 for LOT 412 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th June 2021. Produced
the 25th November 1987 at 10.36.00

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.196672 of the within LEASE
NO.112372 for LOT 423 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th June 2021. Produced
the 25th November 1987 at 10.37.43

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.196673 of the within LEASE
NO.112372 for LOT 138 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th June 2021. Produced
the 25th November 1987 at 10.40.07

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.196674 of the within LEASE
NO.112372 for LOT 142 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th June 2021. Produced
the 25th November 1987 at 10.41.14

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.196676 of the within LEASE
No.112372 for LOT 141 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th June 2021. Produced
the 25th November 1987 at 10.42.06

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.196677 of the within LEASE
No.112372 for LOT 286 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th June 2021. Produced
the 25th November 1987 at 10.43.00

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.196679 of the within LEASE
No.112372 for LOT 155 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th June 2021. Produced
the 25th November 1987 at 10.44.02

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.196680 of the within LEASE
No.112372 for LOT 157 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th June 2021. Produced
the 25th November 1987 at 10.44.56

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.196681 of the within LEASE
No.112372 for LOT 156 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th June 2021. Produced
the 25th November 1987 at 10.45.56

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.196682 of the within LEASE
No.112372 for LOT 158 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th June 2021. Produced
the 25th November 1987 at 10.46.50

DEPUTY REGISTRAR-GENERAL

ıb-Lease No.196654 of the within LEASE
).112372 for LOT 139 TOWN OF JABIRU
): ENERGY RESOURCES OF AUSTRALIA LTD.
XPIRING 30th June 2021. Produced
5th November 1987 at 10.19.09

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.196660 of the within LEASE
No.112372 for LOT 144 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th June 2021. Produced
the 25th November 1987 at 10.27.06

DEPUTY REGISTRAR-GENERAL

ub-Lease No. 196655 of the within LEASE
o.112372 for LOT 140 TOWN OF JABIRU
'O: ENERGY RESOURCES OF AUSTRALIA LTD.
:XPIRING 30th June 2021. Produced
5th November 1987 at 10.20.28

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.196661 of the within LEASE
No.112372 for LOT 398 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th June 2021. Produced
the 25th November 1987 at 10.28.13

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.196656 of the within LEASE
No.112372 for LOT 141 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th June 2021. Produced
the 25th November 1987 at 10.21.39

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.196663 of the within LEASE
No.112372 for LOT 399 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th June 2021. Produced
the 25th November 1987 at 10.29.25

DEPUTY REGISTRAR-GENERAL

Sub-Lease NO. 196657 of the within LEASE
No. 112372 for LOT 142 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th June 2021. Produced
the 25th November 1987 at 10.23.02

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.196665 of the within LEASE
NO.112372 for LOT 400 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th June 2021. Produced
the 25th November 1987 at 10.30.29

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 196658 of the within LEASE
No.112372 for LOT 146 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th June 2021. Produced
the 25th November 1987 at 10.23.59

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 196666 of the within LEAS
NO.112372 for LOT 401 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th June 2021. Produced
the 25th November 1987 at 10.31.30

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.196659 of the within LEASE
No.112372 for LOT 147 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th June 2021. Produced
the 25th November 1987 at 10.26.01

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.196667 of the within LEASE
No.112372 for LOT 402 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th June 2021. Produced
the 25th November 1987 at 10.32.44

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 196632 of the within LEASE
No. 112372 for Lot 168 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD
EXPIRING 30th June, 2021. Produced
24th November, 1987 at 11.45.03

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 196633 of the within LEASE
No. 112372 for Lot 203 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD
EXPIRING 30th June, 2021. Produced
24th November, 1987 at 11.46.15

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 196634 of the within LEASE
No. 112372 for Lot 204 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th June, 2021. Produced
24th November, 1987 at 11.47.00

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 196635 of the within LEASE
No. 112372 for Lot 205 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th June, 2021. Produced
24th November, 1987 at 11.48.01

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 196638 of the within LEASE
No. 112372 for Lot 179 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th June, 2021. Produced
24th November, 1987 at 11.48.59

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 196639 of the within LEASE
No. 112372 for Lot 178 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD
EXPIRING 30th June, 2021. Produced
24th November, 1987 at 11.50.00

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 196611 of the within LEASE No 112372 for Lot 213 TOWN OF JABIRU TO: ENERGY RESOURCES OF AUSTRALIA LTD. EXPIRING 30th June, 2021. Produced 24th November, 1987 at 11.28.41

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 196612 of the within LEASE No. 112372 for Lot 192 TOWN OF JABIRU TO: ENERGY RESOURCES OF AUSTRALIA LTD. EXPIRING 30th June 2021. Produced the 24th November, 1987 at 11.29.54

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 196617 of the within LEASE No. 112372 for Lot 194 TOWN OF JABIRU TO: ENERGY RESOURCES OF AUSTRALIA LTD. EXPIRING 30th June 2021. Produced the 24th November, 1987 at 11.31.04

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 196618 of the within LEASE No 112373 for Lot 207 TOWN OF JABIRU TO: ENERGY RESOURCES OF AUSTRALIA LTD. EXPIRING 30th June, 2021. Produced the 24th November, 1987 at 11.32.26

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 196619 of the within LEASE No. 112372 for Lot 210 TOWN OF JABIRU TO: ENERGY RESOURCES OF AUSTRALIA LTD. EXPIRING 30th June, 2021. Produced the 24th November, 1987 at 11.33.40

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 196620 of the within LEASE No. 112372 for Lot 212 TOWN OF JABIRU TO: ENERGY RESOURCES OF AUSTRALIA LTD. EXPIRING 30th June 2021. Produced the 24th November, 1987 at 11.34.51

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 196621 of the within LEASE No. 112372 for Lot 209 TOWN OF JABIRU TO: ENERGY RESOURCES OF AUSTRALIA LTD. EXPIRING 30th June 2021. Produced the 24th November, 1987 at 11.35.57

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 196622 of the within LEASE No. 112372 for Lot 183 TOWN OF JABIRU. TO: ENERGY RESOURCES OF AUSTRALIA LTD. EXPIRING 30th June, 2021. Produced 24th November, 1987 a 11.37.03

DEPUTY REGISTRAR-GENERA

Sub-Lease No. 196623 of the within LEASE No. 112372 for Lot 184 TOWN OF JABIRU. TO: ENERGY RESOURCES OF AUSTRALIA LTD. EXPIRING 30th June, 2021. Produced 24th November, 1987 a 11.38.09

DEPUTY REGISTRAR-GENERA

Sub-Lease No. 196624 of the within LEASE No. 112372 for Lot 185 TOWN OF JABIRU. TO: ENERGY RESOURCES OF AUSTRALIA LTD. EXPIRING 30th June, 2021. Produced 24th November, 1987 a 11.39.17

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 196628 of the within LEASE NO. 112372 for Lot 186 TOWN OF JABIRU. TO: ENERGY RESOURCES OF AUSTRALIA LTD. EXPIRING 30th June, 2021. Produced 24th November, 1987 a 11.40.34

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 196629 of the within LEASE No. 112372 for Lot 187 TOWN OF JABIRU. TO: ENERGY RESOURCES OF AUSTRALIA LTD. EXPIRING 30th June, 2021. Produced 24th November, 1987 11.41.38

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 196630 of the within LEASE No. 112372 for Lot 177 TOWN OF JABIRU. TO: ENERGY RESOURCES OF AUSTRALIA LTD. EXPIRING 30th June, 2021. Produced 24th November, 1987 11.42.51

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 196631 of the within LEASE No. 112372 for Lot 174 TOWN OF JABIRU. TO: ENERGY RESOURCES OF AUSTRALIA LTD. EXPIRING 30th June 2021. Produced 24th November, 1987 11.43.56

DEPUTY REGISTRAR-GENERAL

ub-Lease No.196578 of the within LEASE
o.112372 for LOT 16 TOWN OF JABIRU
O: ENERGY RESOURCES OF AUSTRALIA LTD.
XPIRING 30th June 2021. Produced
he 23rd November 1987 at 12.16.5

DEPUTY REGISTRAR-GENERAL

ub-Lease NO.196580 of the within LEASE
lo.112372 for LOT 15 TOWN OF JABIRU
O: ENERGY RESOURCES OF AUSTRALIA LTD.
XPIRING 30th June 2021. Produced
he 23rd November 1987 at 12.20.35

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.196582 of the within LEASE
No.112372 for LOT 7 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th June 2021. Produced
the 23rd November 1987 at 12.21.11

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.196583 of the within LEASE
No.112372 for LOT 10 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th June 2021. Produced
the 23rd November 1987 at 12.22.16

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.196584 of the within LEASE
No.112372 for LOT 19 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th June 2021. Produced
the 23rd November 1987 at 12.23.03

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.196585 of the within LEASE
No.112372 for LOT 8 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th June 2021. Produced
the 23rd November 1987 at 12.24.30

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.196586 of the within LEASE
No.112372 for LOT 31 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th June 2021. Produced
the 23rd November 1987 at 12.25.44

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.196587 of the within LEASE
No.112372 for LOT 23 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th June 2021. Produced
the 23rd November 1987 at 12.26.55

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 196604 of the within LEA
No. 112372 for LOT 193 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th June 2021. Produced
the 24th November, 1987 at 11.21.33

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 196605 of the within LEA
No. 112372 for Lot 194 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th June 2021. Produced
the 24th November, 1987 at 11.22.46

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 196606 of the within LEA
No. 112372 for Lot 199 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD
EXPIRING 30th June 2021. Produced
the 24th November, 1987 at 11.24.14

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 196607 of the within LEA
No. 112372 for Lot 200 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th June 2021. Produced
the 24th November, 1987 at 11.25.16

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 196609 of the within LEA
no. 112372 for Lot 201 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD.
EXPIRING 30th June 2021. Produced
the 24th November, 1987 at 11.26.37

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 196610 of the within LEA
No. 112372 for Lot 211 TOWN OF JABIRU
TO: ENERGY RESOURCES OF AUSTRALIA LTD
EXPIRING 30th June 2021. Produced
the 24th November, 1987 at 11.27.44

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.196563 of the within LEASE No.112372 for LOT 33 TOWN OF JABIRU TO: ENERGY RESOURCES OF AUSTRALIA LTD. EXPIRING 30th June 2021. Produced the 23rd November 1987 at 12.04.19

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.196564 of the within LEASE No. 112372 for LOT 26 TOWN OF JABIRU TO: ENERGY RESOURCES OF AUSTRALIA LTD. EXPIRING 30th June 2021. Produced the 23rd November 1987 at 12.06.04

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.196565 of the within LEASE No. 112372 for LOT 42 TOWN OF JABIRU TO: ENERGY RESOURCES OF AUSTRALIA LTD. EXPIRING 30th June 2021. Produced the 23rd November 1987 at 12.08.59

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.196566 of the within LEASE No. 112372 for LOT 43 TOWN OF JABIRU TO: ENERGY RESOURCES OF AUSTRALIA LTD. EXPIRING 30th June 2021. Produced the 23rd November 1987 at 12.07.57

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.196567 of the within LEASE No. 112372 for LOT 9 TOWN OF JABIRU TO: ENERGY RESOURCES OF AUSTRALIA LTD. EXPIRING 30th June 2021. Produced the 23rd November 1987 at 12.09.10

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.196568 of the within LEASE No. 112372 for LOT 25 TOWN OF JABIRU TO: ENERGY RESOURCES OF AUSTRALIA LTD. EXPIRING 30th June 2021. Produced the 23rd November 1987 at 12.10.06

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.196569 of the within LEA No.112372 for LOT 24 TOWN OF JABIRU TO: ENERGY RESOURCES OF AUSTRALIA LTD. EXPIRING 30th June 2021. Produced the 23rd November 1987 at 12.11.23

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.196570 of the within LEAS No. 112372 for LOT 34 TOWN OF JABIRU TO: ENERGY RESOURCES OF AUSTRALIA LTD EXPIRING 30th June 2021. Produced the 23rd November 1987 at 12.12.13

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.196571 of the within LEAS No. 112372 for LOT 32 TOWN OF JABIRU TO: ENERGY RESOURCES OF AUSTRALIA LTD EXPIRING 30th June 2021. Produced the 23rd November 1987 at 12.13.11

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.196572 of the within LEA: No.112372 for LOT 27 TOWN OF JABIRU TO: ENERGY RESOURCES OF AUSTRALIA LTD EXPIRING 30th June 2021. Produced the 23rd November 1987 at 12.14.33

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.196573 of the within LEA NO.112372 for LOT 18 TOWN OF JABIRU TO: ENERGY RESOURCES OF AUSTRALIA LTD EXPIRING 30th June 2021. Produced the 23rd November 1987 at 12.15.09

DEPUTY REGISTRAR-GENERAL

Sub-Lease No.196577 of the within LEA No.112372 for LOT 17 TOWN OF JABIRU TO: ENERGY RESOURCES OF AUSTRALIA LTD EXPIRING 30th June 2021. Produced the 23rd November 1987 at 12.16.48

DEPUTY REGISTRAR-GENERAL

Under-Lease of Sub-Lease (220785) TO: RIDGE PROJECT SERVICE PTY LTD - SHOP 2 & 3 EXPIRING 30/6/1995 vide L.T.O. Instrument No. 272506 Produced the 1st day of October, 1992 at 11.49.06

DEPUTY REGISTRAR-GENERAL

Under-Lease of Sub-Lease (220785) TO: GLENYS MAIR FARRANT - SHOP 5 EXPIRING 30/6/1995 vide L.T.O. Instrument No. 272507 Produced the 1st day of October, 1992 at 11.49.08

DEPUTY REGISTRAR-GENERAL

Under-Lease of Sub-Lease (220785) TO: JOHN JOSEPH COULSTON - SHOP 4 EXPIRING 30/6/1995 vide L.T.O. Instrument No. 272508 Produced the 1st day of October, 1992 at 11.49.10

DEPUTY REGISTRAR-GENERAL

Under-Lease of Sub-Lease (220785) TO: JACK McHUGH PTY LTD - SHOP 6 EXPIRING 30/6/1995 vide L.T.O. Instrument No. 272509 Produced the 1st day of October, 1992 at 11.49.12

DEPUTY REGISTRAR-GENERAL

Under-Lease of Sub-Lease (220785) TO: ALBERTO LUGLIETTI and HELEN LUGLIETTI - SHOP 7 EXPIRING 30/6/1995 vide L.T.O. Instrument No. 272510 Produced the 1st day of October, 1992 at 11.49.14

DEPUTY REGISTRAR-GENERAL

Under-Lease of Part of the within Sub-Lease (257539) being Tenancy 4 & 5 TO: GAGUDJU ASSOCIATION INCORPORATED vide L.T.O. Instrument No. 282542. Produced the 15th March, 1993 at 12:02:45 - EXPIRING 28/2/1997

DEPUTY REGISTRAR-GENERAL

Transfer of Sub-Lease(224154) TO: CARL MARTIN TIMM vide L.T.O. Instrument No. 289642 Produced the 6th day of July 1993 at 11.13.44

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 269651 of the within Lease (112372) TO: ENERGY RESOURCES AUSTRALIA LTD - Expiring 13th July, 1997 . Produced the 18th August, 1992 at 11:58:37

DEPUTY REGISTRAR-GENERAL

Sub-Lease No. 270320 of the within Lease (112372) TO:DIRECTOR OF NATIONAL PARKS AND WILDLIFE - Expiring 30th June, 2021. Produced the 27th August, 1992 at 11:19:43

DEPUTY REGISTRAR-GENERAL

Transfer of Sub-Lease (220793) TO: DJABULUKGU ASSOCIATION INC. vide L.T.O. Instrument No. 271006. Produced the 7th September, 1992 at 11:15:15.

DEPUTY REGISTRAR-GENERAL

Mortgage of Sub-Lease (220793) TO: ENERGY RESOURCES OF AUSTRALIA LIMITED vide L.T.O. Instrument No. 271007. Produced the 7th September, 1992 at 11:15:17

DEPUTY REGISTRAR-GENERAL

Transfer of Sub-Lease No. 272100 TO: JABIRU TOWN COUNCIL vide L.T.O. Instrument No. 272100 Produced the 25th day of September, 1992 at 11.28.09

DEPUTY REGISTRAR-GENERAL.

Change of Name from ENERGY RESOURCES OF AUSTRALIA PTY LTD to ENERGY RESOURCES OF AUSTRALIA LTD vide L.T.O. Instrument No. 272505 Produced the 1st day of October, 1992 at 11.49.04

DEPUTY REGISTRAR-GENERAL

SUB-LEASE NO. 184249 OF THE WITHIN LEASE NO. 112372 FOR LOT 2232 TOWN OF JABIRU TO:- PIONEER CONCRETE (N.T.) PTY. LTD. EXPIRING 30th JUNE 2021. PRODUCED THE 17TH DECEMBER 1986 AT 10-47-15.

REGISTRAR GENERAL

DEPUTY REGISTRAR-GENERAL

SUB-LEASE NO. 187181 OF THE WITHIN LEASE NO. 112372 FOR LOT 469 TOWN OF JABIRU - TO: ENERGY RESOURCES OF AUSTRALIA LTD. - EXPIRING 30TH JUNE, 2021 PRODUCED THE 13TH DAY OF MARCH, 1987 AT 11:33:20

REGISTRAR GENERAL

DEPUTY REGISTRAR-GENERAL

SUB-LEASE NO. 187182 OF THE WITHIN LEASE NO. 112372 FOR LOT 429 TOWN OF JABIRU - TO: ENERGY RESOURCES OF AUSTRALIA LTD - EXPIRING 30TH JUNE, 2021 PRODUCED THE 13TH DAY OF MARCH 1987 AT 11:34:15

REGISTRAR GENERAL

DEPUTY REGISTRAR-GENERAL

SUB-LEASE NO. 187186 OF THE WITHIN LEASE NO. 112372 FOR LOT 46 TOWN OF JABIRU - TO: ENERGY RESOURCES OF AUSTRALIA LTD: EXPIRING 30TH JUNE, 2021 PRODUCED THE 13TH DAY OF MARCH, 1987 AT 11:35:52

REGISTRAR GENERAL

DEPUTY REGISTRAR-GENERAL

SUB-LEASE NO. 187187 OF THE WITHIN LEASE NO. 112372 FOR LOT 38 TOWN OF JABIRU - TO: ENERGY RESOURCES OF AUSTRALIA LTD - EXPIRING 30 TH JUNE, 2021. PRODUCED THE 13TH DAY OF MARCH, 1987 AT 11:36:56

REGISTRAR GENERAL

DEPUTY REGISTRAR-GENERAL

SUB LEASE NO. 187188 OF THE WITHIN LEASE NO. 112372 FOR LOT 28 TOWN OF JABIRU - TO: ENERGY RESOURCES OF AUSTRALIA LTD - EXPIRING 30TH JUNE, 2021. PRODUCED THE 13TH DAY OF MARCH, 1987 AT 11:37:44

REGISTRAR GENERAL

DEPUTY REGISTRAR-GENERAL

SUB-LEASE NO. 187189 OF THE WITHIN LEASE NO. 112372 FOR LOT 388 TOWN OF JABIRU - TO: ENERGY RESOURCES OF AUSTRALIA LTD - EXPIRING 30TH JUNE, 2021 PRODUCED THE 13TH DAY OF MARCH, 1987 AT 11:38:34

REGISTRAR GENERAL

DEPUTY REGISTRAR-GENERAL

SUBLEASE NO. 199508 OF THE WITHIN LEASE NO. 112372 AS REGARDS LOTS 2021 & 2020 TOWN OF JABIRU TO: GAGUDJU ASSOCIATION INCORPORATED EXPIRING 18TH SEPTEMBER 2088 PRODUCED THE 9TH FEBRUARY, 1988 AT 11:43:46

REGISTRAR GENERAL

W. Enderbury

DEPUTY REGISTRAR-GENERAL

SUB-LEASE NO 207608 OF THE WITHIN LEASE NO 112372 AS REGARDS LOT 2244 TOWN OF JABIRU TO NORTHERN TERRITORY OF AUSTRALIA - EXPIRING 30TH JUNE, 2021 PRODUCED THE 28TH SEPTEMBER, 1988 AT 11:[illegible]:01.

REGISTRAR GENERAL

DEPUTY REGISTRAR-GENERAL

SUB-LEASE NO 207078 OF THE WITHIN LEASE NO 112372 AS REGARDS LOT 942 TOWN OF JABIRU TO: DIPATOR PTY. LTD. EXPIRING 30TH JUNE, 1998 2021 PRODUCED THE 26TH APRIL, 1989 AT 12:06:[illegible]

REGISTRAR GENERAL

DEPUTY REGISTRAR-GENERAL

MORTGAGE OF THE WITHIN SUB-LEASE NO 217078 TO: ESANDA FINANCE CORPORATION LIMITED VIDE L.T.O. INSTRUMENT NO 217079 PRODUCED 26TH APRIL 1989 AT 12:06:39

REGISTRAR GENERAL

DEPUTY REGISTRAR-GENERAL

SUB-LEASE NO 223072 OF THE WITHIN LEASE NO 112372 TO GAGUDJU ASSOCIATION INCORPORATED AS REGARDS LOT 972 TOWN OF JABIRU EXPIRING 30TH JUNE, 2021 PRODUCED THE 27TH SEPTEMBER 1989 AT 11:[illegible]:30

REGISTRAR GENERAL

DEPUTY REGISTRAR-GENERAL

SUB-LEASE NO 226063 OF THE WITHIN LEASE NO 112372 AS REGARDS LOT 973 TO: AUSTRALIAN FRONTIER HOLIDAYS LIMITED - EXPIRING [illegible] PRODUCED 15TH DECEMBER 1989 AT 11:18:09

REGISTRAR GENERAL

DEPUTY REGISTRAR-GENERAL

SURRENDER OF THE WITHIN SUB-LEASE NO. 202[illegible] VIDE L.T.O. INSTRUMENT NO. [illegible] PRODUCED THE 10TH JANUARY 1990 AT 11:[illegible]:30

REGISTRAR GENERAL

DEPUTY REGISTRAR GENERAL

SUB-LEASE OF THE WITHIN LEASE (112372) TO: DIRECTOR OF NATIONAL PARKS AND WILDLIFE AS REGARDS LOTS 35, 217, 241, 261, 281, 282 & 394 VIDE LTO INSTRUMENT NO. 257191. PRODUCED THE 13TH DECEMBER 1991 AT 11:42:12

DEPUTY REGISTRAR GENERAL

SUB-LEASE OF THE WITHIN LEASE (112372) TO: NORTHERN TERRITORY OF AUSTRALIA - EXPIRING 30TH JUNE, 2021 VIDE LTO INSTRUMENT NO. 257539. PRODUCED THE 19TH DECEMBER 1991 AT 11:[illegible]

REGISTRAR GENERAL

DEPUTY REGISTRAR-GENERAL

NORTHERN TERRITORY OF AUSTRALIA

112372

Sub-Lease No. 180299 of the within Lease No. 112372 as regards Lot 2016 Town of Jabiru To: ENERGY RESOURCES OF AUSTRALIA PL[illegible] 30-6-2021 Produced the [illegible] day of September, 1986 at 11:52:29

Deputy Registrar-General

Sub-Lease No. 180300 of the within Lease No. 112372 as regards Lot 151 Town of Jabiru To: WESTPAC BANKING CORPORATION Expiring - 11/3/2000 Produced the 9th day of September, 1986 at 11:53:41

Deputy Registrar-General

Sub-Lease No. 180301 of the within Lease No. 112372 as regards Lot 471 Town of Jabiru To: Westpac Banking Corporation. Expiring - 11/3/2000. Produced the 9th day of Septe[illegible] at 11:54:51

Deputy Registrar-General

MEMORANDUM

A Memorial of the within Instrument No. 112372 was Entered in the Register Book of Crown Leases Volume 47 Folio 192 Day of [illegible] 19[illegible] at the Hour of 3.57 noon in the [illegible]

REGISTRAR GENERAL

DEPUTY REGISTRAR-GENERAL

LODGED AT REGISTRAR-GENERAL'S OFFICE DARWIN

ON 16-4-82 AT 2.21

BY ATC & W.

FEE $20. RECEIPT 574015

MEMORANDUM OF LEASE

DIRECTOR OF NATIONAL PARKS & WILDLIFE

Lessor

TO:

JABIRU TOWN DEVELOPMENT AUTHORITY

Lessee

CORRECT FOR THE PURPOSES of THE REAL PROPERTY ACT

A Practitioner of the Supreme Court of the Northern Territory of Australia

ABBOTT TOUT CREER & WILKINSON
Solicitors
Gallery Level
Centrepoint
The Mall
Darwin N.T. 5790

File No: JAB810999/JM
Telephone: 81 3753

PTO

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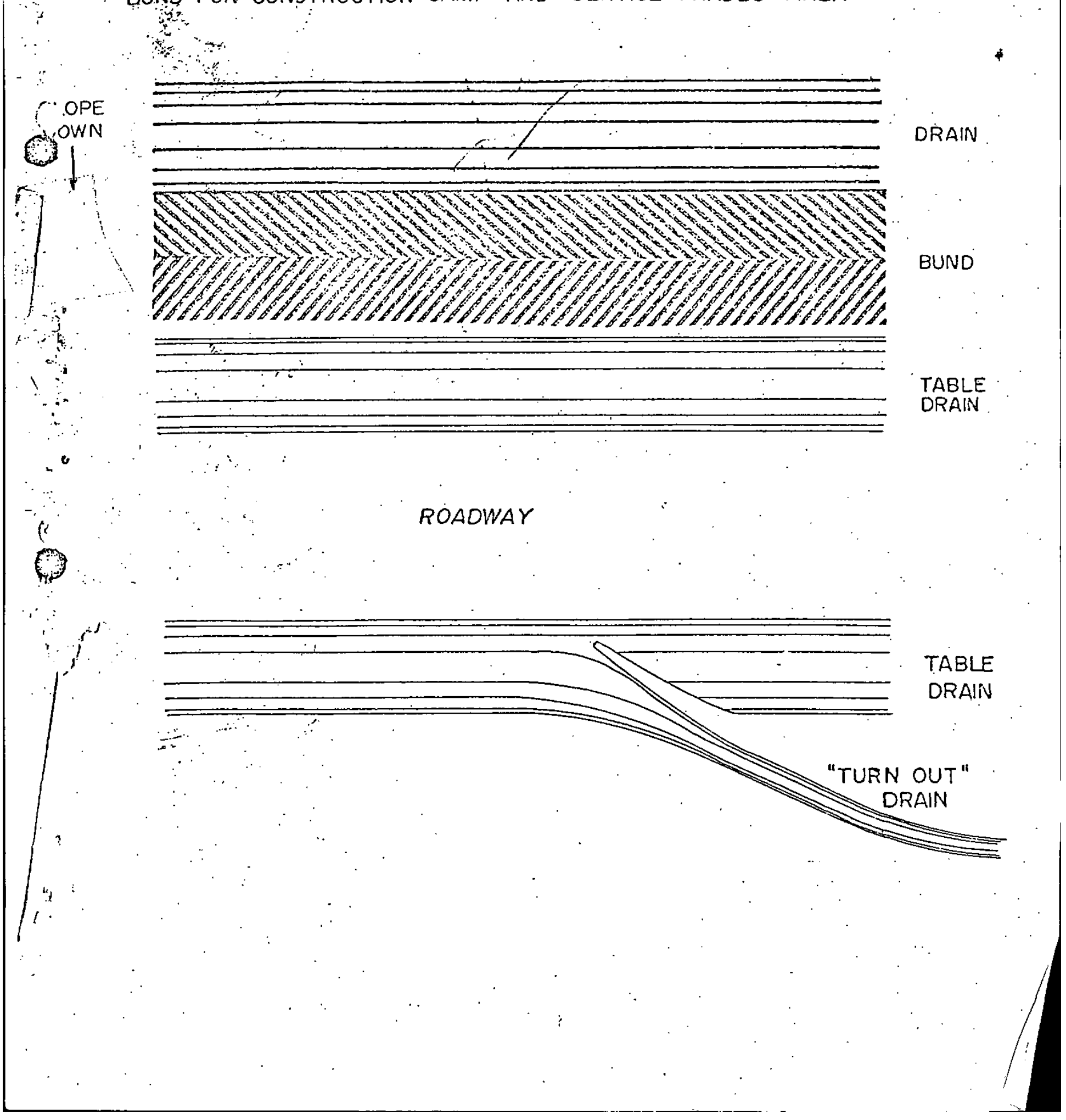
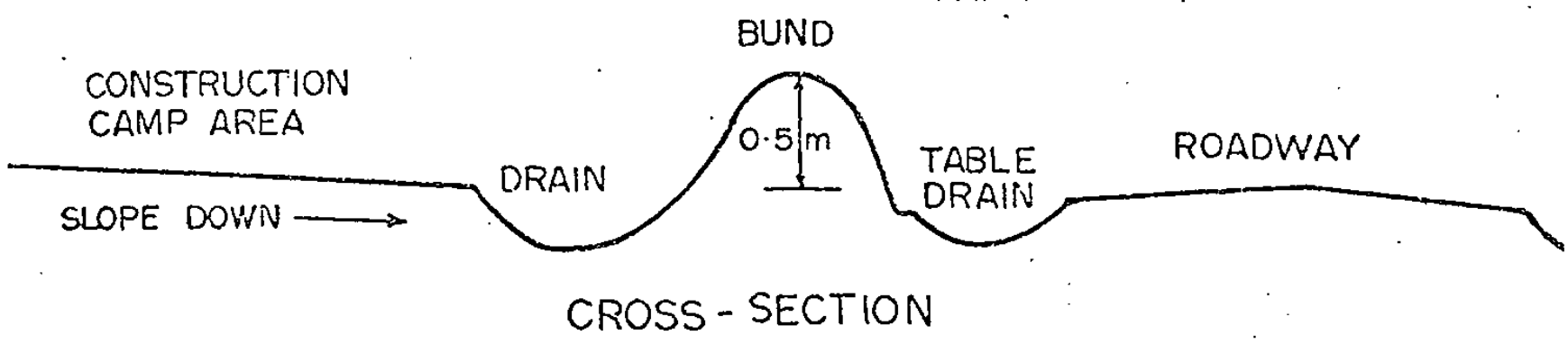
PLAN

BUND FOR CONSTRUCTION CAMP AND SERVICE TRADES AREA





CROSS - SECTION

EP9/2

JABIRU - ENVIRONMENTAL PRESCRIPTION

CONSTRUCTION VILLAGE AND SERVICE TRADES AREA

Temporary Construction Camp

1. It has become necessary to make provision for a temporary construction camp within the Town Lease Area to provide accommodation for up to 50 men for up to 5 months. As it is only a temporary camp but may be occupied for a reasonable period of time it will have to be serviced with septic tanks to treat and dispose of waste waters.

   Therefore the criteria for nightsoil disposal outlined in EP11/1 will not be applied in this case.

2. Septic tank systems will be acceptable for treatment of wastewaters in this temporary camp. Having regard to this and the disposal of such treated waters in soakage trenches, it will be necessary for the temporary camp to be located well away from watercourses. Therefore the temporary camp may not be located in the area of the Sanitary Landfill.

3. The toilet flush waters should pass into septic tanks and then to soakage trenches.

4. The sullage water from kitchens will have to pass through grease traps prior to treatment in the septic system and soakage trenches.

5. The sullage water from bathrooms and laundries may be passed through septic systems or direct to disposal in soakage trenches.

6. Standard design criteria should be applied to the septic tanks, grease traps, pipelines and soakage trenches.

7. Soakage trenches should be located clear of buildings, roadways, pathways and parking areas and should be located to ensure drainage away from these and any other facilities.

8. The water supply for the temporary camp may be obtained from any acceptable supply.

9. Clearing of vegetation in the area of the camp should be kept to a minimum with reliance put on partial clearing to provide access around the camp. This clearing should be carried out as defined in EP1/1 and EP2/1. The construction of the soakage trenches should require only minor clearing along the alignment of the trenches.

EP9/2

10. The only disturbance of the soil surface permitted shall be that necessary for clearing the site, construction of buildings and services trenches and as otherwise prescribed in the other Environmental Prescriptions.

11. From the outset, solid waste materials should be dumped in the area designated as the Sanitary Landfill Area. Access to the dump should be along the alignment of future access to the dump. The dump will be operated as specified in EP12/2 with compaction and covering on the day of dumping.

12. From the outset provision shall be made for the collection and disposal of noxious wastes and oils as prescribed in other Environmental Prescriptions.

13. Provision shall be made for servicing and washing down of vehicles in the Temporary Camp until such facilities are available in the Construction Village or permanently for the Town. These facilities shall include waste oils, containers and grease traps and soakage trenches to treat and dispose of waste water.

14. Vehicular access and movements around the temporary camp and the Town Lease Area shall be restricted to designated road alignments or as otherwise prescribed in other Environmental Prescriptions.

15. All other provisions of other Environmental Prescriptions shall be applied in the appropriate manner. These include controls on the introduction of plants and animals, the preservation of wildlife, the possession of firearms, lighting of fires and the control of air pollution.

16. At the conclusion of the useful life of all facilities in the Temporary Camp, the facilities shall be dismantled and removed from the site and the site made with any necessary regrassing and the like, to the satisfaction of the Project Manager.

CAMERON McNAMARA-MINENCO

J.E. COALDRAKE
for Project Manager
15 May, 1979.

EP10/1

JABIRU - ENVIRONMENTAL PRESCRIPTION

MOVEMENT OF VEHICLES AND MACHINERY

All movement of motor vehicles and any other machinery within the town lease area is to be only on surveyed roadways unless expressly permitted by the Project Manager. Such permission is to be granted only for designated movement by designated types of vehicles or machinery for a designated period. To the maximum extent practicable such movements off-road should be along the contour.

Repeated trips off-road to the same area should be confined to the one route. All such routes established during the dry season are to be treated with grass seed and fertiliser during the last two weeks of October each year. Such routes established during the wet season (1st October to 30th April) are to be treated with grass seed and fertiliser within 7 days of cessation of their use.

CAMERON McNAMARA-MINENCO

J.E. COALDRAKE

for Project Manager

23 February, 1979.

EP10/2

JABIRU - ENVIRONMENTAL PRESCRIPTION

MOVEMENT OF VEHICLES AND MACHINERY

Movements outside the Town Lease Area

Access to the Town Lease Area will be along the Arnhem Highway.

Outside the Town Lease Area, no person shall leave the alignment of the Arnhem Highway either by foot or in a vehicle without first obtaining the necessary permits. Application for permits shall be made to the relevant Authorities. This restriction of movement shall apply to all lands, whether under direct control of the Aboriginal people or under lease from the Aboriginal people, east of the South Alligator River (including Kakadu National Park), except the area surveyed and pegged as the Town Lease Area.

There shall be no access into the Town Lease Area from the new Jim Jim Road.

CAMERON McNAMARA-MINENCO

J.E. COALDRAKE
for Project Manager
11 April, 1979.

EP11/1

JABIRU - ENVIRONMENTAL PRESCRIPTION

PUBLIC HEALTH

Nightsoil Disposal from Temporary Construction Camps

Until the temporary package plant is operating the initial construction camps may be serviced with chemical toilets or pan toilets.

The Department of Health has advised of the following requirements for disposal of nightsoil from pan toilets. The disposal is to be confined to a portion of the area designated for the rubbish dump. This area is to be separate from the area of early rubbish dumping, but within the bunded area.

The material is to be buried in a narrow trench made with a backhoe or equivalent machine. The trench is to be a minimum of 0.6 m deep. The material is to be covered immediately after disposal by at least 0.3 m of soil material.

CAMERON McNAMARA-MINENCO

J.E. COALDRAKE
for Project Manager
27 March, 1979.

Dealing 112372

EP11/2

JABIRU - ENVIRONMENTAL PRESCRIPTION

PUBLIC HEALTH

Access to Effluent Disposal Areas from Temporary Package Plant

All movements through areas onto which wastewater effluents are sprayed shall be only at the direction of the Project Manager for the purposes of care and maintenance of the spray equipment and the areas. This shall apply to areas used for disposal of effluents from the temporary package sewerage plant. The areas shall be fenced with netting to prevent access.

CAMERON McNAMARA-MINENCO

J.E. COALDRAKE

for Project Manager

10 April, 1979.

Viewed at 10:11:37 on 01/11/2016 by 32GPL.

EP12/1

JABIRU - ENVIRONMENTAL PRESCRIPTION

SANITARY LANDFILL AREA

Site:

A starting site is available in a borrow pit to the north of the Arnhem Highway, to the west of Baralil Creek. This is at least 300 m in from the Highway and above the "wet line" by about 1 m of elevation.

This borrow pit is in the same general area as previously indicated for the dump on the Design drawings. Thus the starting site is, in fact, in one corner of what will be the permanent dump site. There is a track into the pit area but this is impassable at present as it crosses a very wet swampy creek bank and is eroded in several places. (See sketch).

Access:

Because the present track is impassable at present, it seems desirable to allow access to the dump only along the designed alignment, through the industrial area. The present track will probably remain impassable for several months without extensive works and so it appears better to provide the designed access immediately rather than upgrade a temporary access.

Therefore the designed access will have to be surveyed and constructed early in the works programme.

The access road should enter the dump area in the north-west corner of the presently defined dump area. With extension of the dump to the north and north-east there should be no need to relocate this access point in the future.

Preparation of the Site:

Borrow has been removed from the area to an excess of 1 m. Topsoil has been stripped and stockpiled and there is presently available some 1000 m^3 of material for immediate use for dump cover.

In the north-west corner of the borrow pit a series of bunds should be constructed within which rubbish should be dumped. The bunds should be at least 1.5 m high with side slopes no greater than 1 in 3. These bunds should be constructed by further excavation from within the area to be used as the dump. Bunding should be on the western, southern and eastern sides with some tapering in height on the western and eastern sides towards the northern ends. The bunding on the eastern side should follow the contour as the dump will extend to the north and north-east of this initial dump in the borrow pit. (See sketch).

EP12/1

The bund walls should be grassed, as prescribed in the finally approved prescription, as soon as the construction earthworks are complete. All further bund walls should be similarly grassed on completion of the earthworks.

The floor of the present borrow pit can possibly be excavated a further 1 metre to provide additional dump capacity and additional cover for dumped material.

The final dump surface will be at or about bund height and will be topsoiled and grassed when filling and compaction is complete.

Operation of the Dump:

Dumped rubbish should be compacted and covered on the day of dumping with 15 cm of fill. Initial dumping should be from the south-west corner of the bunded area and extend along the southern wall in layers of about 50 cm until the filling is complete to about the top of the bund wall. The final finishing should be with topsoil and the finished area grassed immediately according to the approved script.

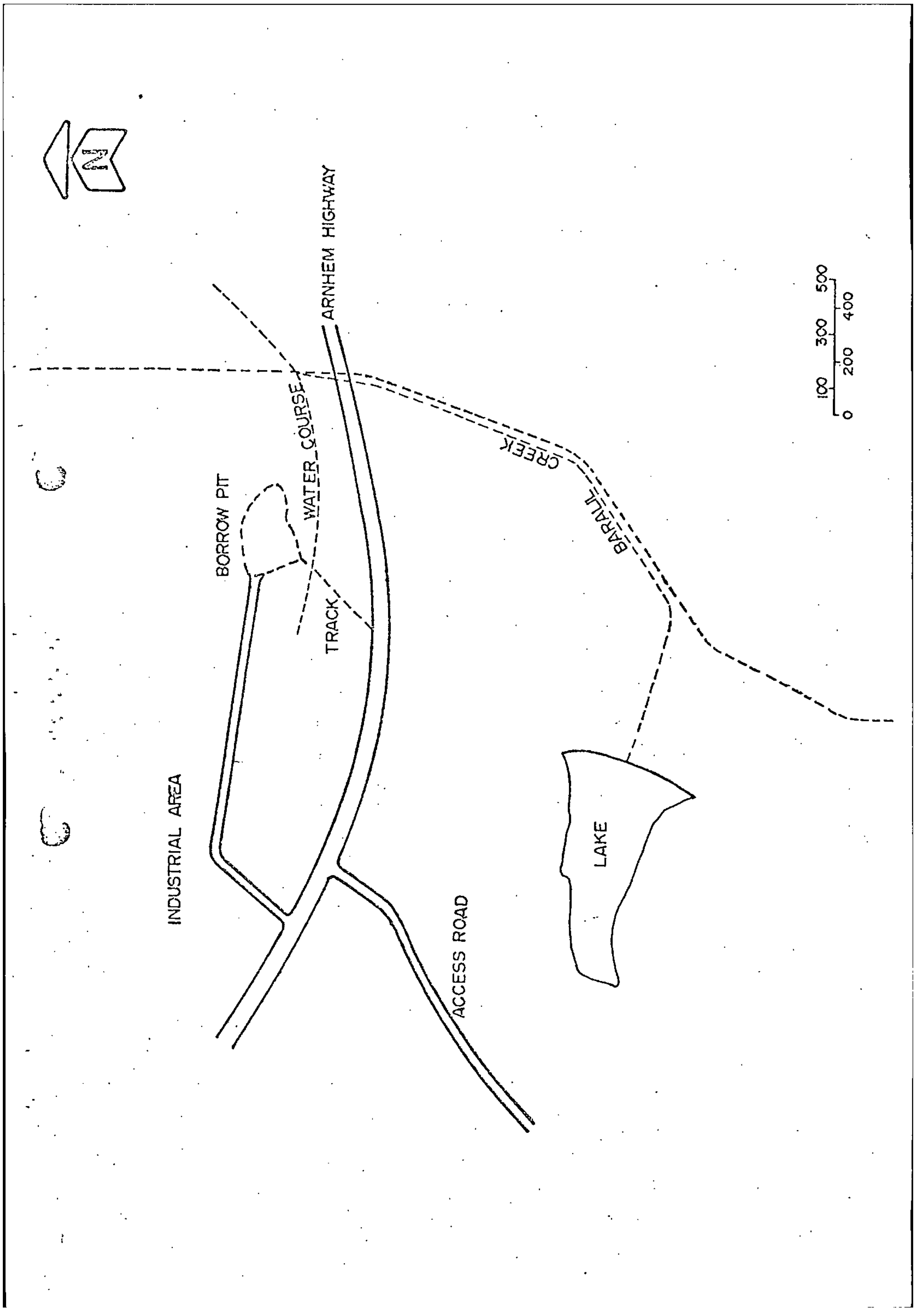
Extension:

The general direction of extension of the dump should be to the north and north-east along the general line of the contour in a band up to 150 m wide.

Extension of the dump area will require clearing, stripping of topsoil (for re-use as final dump cover) and excavation to depth of 1½ to 2 m depending on local ground conditions. This excavated material could be used for daily cover.

CAMERON McNAMARA-MINENCO

J.E. COALDRAKE
for Project Manager.
20 February, 1979..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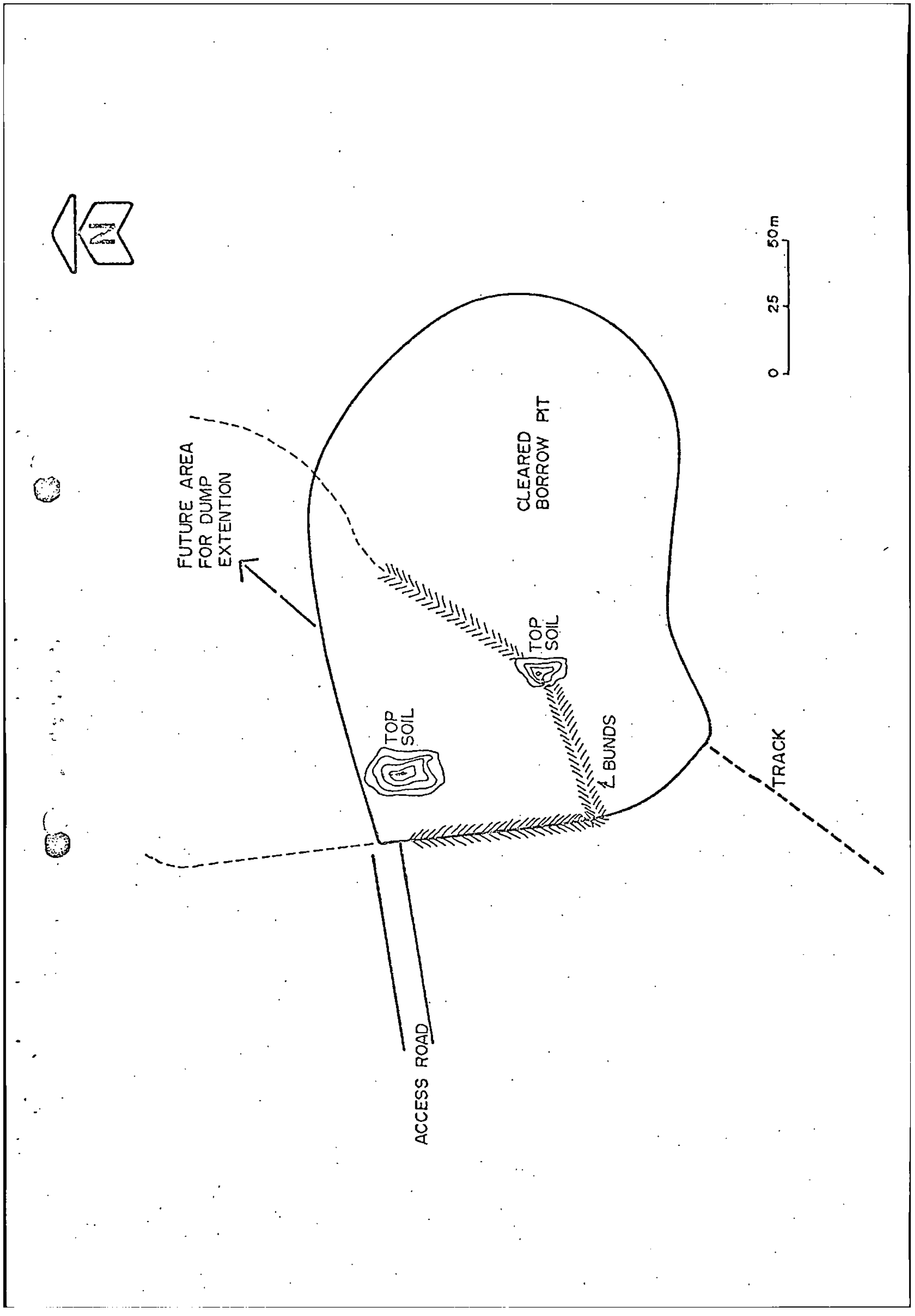
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Dealing 112372

EP12/2

JABIRU - ENVIRONMENTAL PRESCRIPTION

SANITARY LANDFILL AREA

Operation of the Dump

1. Further to the points on operation of the dump presented in EP12/1, the Northern Territory Department of Health has issued the following guidelines.

"1. The operating face of the dump should be limited to 15 m (50 feet) length and no more than 1.8 to 2.5 (6 to 8 feet) in depth.

2. All garbage to be completely covered at the end of the day's operation.

3. The site should be adequately drained and no garbage dumped into water.

4. Burning to be strictly prohibited. Quite apart from the nuisance of smoke, the risk of subsidence due to underground smoldering can be very dangerous to persons using the dump.

5. Scavenging should be prohibited."

2. Therefore the Sanitary Landfill Area shall be operated according to the following:

1. Initial dumping shall be from the south-west corner of the bunded area.

2. Dumping shall extend along the south bund wall in layers of between 0.5 and 2 metres.

3. Successive layers of dumped material shall be less than 2.5 metres thick.

4. The operating face at any time shall be less than 15 metres in leng

5. Dumped rubbish shall be compacted and covered on the day of dumping with 150 mm of fill.

6. There shall be no lighting of fires in the dump area.

7. There shall be no scavenging in the dump area.

CAMERON McNAMARA-MINENCO

J.E. COALDRAKE

for Project Manager
12 April, 1979.

Viewed at 10:11:37 on 01/11/2016 by 32GPL.

EP13/1

JABIRU - ENVIRONMENTAL PRESCRIPTION

THE WASTEWATER TREATMENT WORKS AND EFFLUENT DISPOSAL

Temporary Sewerage Outfall

On present intentions the construction camp, and possibly the first group of (?) 115 houses, will have to be serviced with a package sewerage plant. This package plant will serve until the main sewerage plant is operational. It will be necessary to have the package plant operational as early as possible since the alternative before that time is some form of chemical toilet, with sullage water handled by land disposal near the construction camp.

The main sewerage plant is to be located some distance from the residential/ construction camp sites, and the effluent outfall will be further to the north-east. It could be unreasonably costly, and environmentally unnecessary, to require that the package plant and its outfall should be tied completely to the final locations for the permanent sewerage works and outfall. Accordingly, Coaldrake and Roe have examined the town area for suitable sites for a temporary sewerage outfall close to the town area.

Two possible outfall sites were found which would be environmentally acceptable for temporary disposal of sewerage outfall with limits on the number of people served, as specified below. One site is on Golf Course Creek near the new Jim Jim Road. The other is on Baralil Creek about half way between the proposed lake and the Arnhem Highway. An assessment of the capacity of these two sites is based on the figures for output of sewerage effluent per head used in the Environmental Assessment of the Advanced Design Study.

Golf Course Creek, with a catchment of 2 km^2 above the new Jim Jim Road, should have a Q2 flow of 0.1 cumecs or 100 litres/second. At a dilution factor of 250:1 (to allow for lower flow in the particular year of operation) Golf Course Creek could accept 0.4 litres/second of effluent from some form of secondary treatment. This is the expected output of effluent from a plant serving 100 people.

EP13/1

Baralil Creek has a catchment of about 21 km^2 above the Arnhem Highway. This indicates a Q2 flow of about 1 cumec in the last few hundred metres of its length above the Arnhem Highway. Using the same standards as applied in the case of Golf Course Creek, the capacity for acceptable dilution of effluent in this portion of Baralil Creek is for effluent from 1000 people.

Thus Golf Course Creek, just above the crossing on the new Jim Jim Road, would handle effluent from a total population of 100 people as a temporary measure prior to operation of the permanent main sewerage plant. On a similar basis, Baralil Creek would handle effluent from a total population of 1000 people.

When flow ceases in both creeks at the end of the dry season the effluent would pond within a few hundred metres of the outfall site. In both cases this would produce ideal breeding conditions for mosquitoes throughout the dry season within 2 km of residential and working areas. Disease vector insects would be among those likely to breed in such ponded areas of shallow surface water. While the odour problems from such areas might be acceptable the health risks would not.

It will be necessary, therefore, to arrange for land disposal of effluent during the dry season once the package plant comes into operation. This could be done in the area reserved for "future residential" to the NE of the site for the lake.

For both sites our recommendation is based on a maximum period of 2 years for such temporary arrangements.

CAMERON McNAMARA-MINENCO

J.E. COALDRAKE
for Project Manager
20 February, 1979.

EP13/2

JABIRU - ENVIRONMENTAL PRESCRIPTION

THE WASTEWATER TREATMENT WORKS AND EFFLUENT DISPOSAL

Temporary Sewerage Outfall

Subsequent to the preparation of EP13/1 revised estimates of stream flows on Baralil Creek near Jabiru have become available. One set of flow measurements on portions of Baralil Creek from 20-22 March, 1979 is also available now from the Water Division of N.T. Department of Transport & Works.

The measurements on 20-22 March are from separate branches of Baralil Creek above the Arnhem Highway. They combine to indicate a flow at the Arnhem Highway of about 0.06 cumecs at that time. The latest estimate of Q_2 flow at the same point indicates a flow of over 10 cumecs.

On the basis of assessment used in EP13/1 these latest figures indicate that Baralil Creek near the Arnhem Highway is a satisfactory point for temporary discharge of sewerage effluent from the interim package plant during the wet season.

CAMERON McNAMARA-MINENCO

J.E. COALDRAKE

for Project Manager
30 March, 1979.

Dealing 112372

EP14/1

JABIRU - ENVIRONMENTAL PRESCRIPTION

DISPOSAL OF NOXIOUS WASTES

From the first week of construction activity on the town site storage facilities are to be provided for storage of waste lubricating oils, greases and other noxious compounds as set out on page 35 of the Environmental Assessment of the Advanced Design Study for Jabiru.

CAMERON McNAMARA-MINENCO

J.E. COALDRAKE

for Project Manager

23 February, 1979.

EP14/2

JABIRU - ENVIRONMENTAL PRESCRIPTION

DISPOSAL OF NOXIOUS WASTES

Servicing and Washing of Vehicles and Machinery

Any servicing, lubricating and mechanical repairing of vehicles and machinery shall be undertaken only in areas nominated by the Project Manager. These areas will be provided with suitable containers and the like to hold waste oils and lubricants prior to disposal in an approved manner outside the Town Lease Area and the National Park.

The servicing, lubricating and mechanical repairing of vehicles and machinery which cannot be moved to designated servicing areas shall only be carried out when approved by the Project Manager. All due care to prevent spillages of sump oils, lubricants and fuels shall be taken by those undertaking the work and these people may be required to clean up such spillages, should they occur, as directed by the Project Manager.

The washing down of vehicles and machinery shall be done only in the specially provided areas within the Construction Village and the Service Trades Areas. Wash down areas shall be provided with oil and grease traps in the drainage system to minimise contamination of water courses with oils.

CAMERON McNAMARA-MINENCO

J.E. COALDRAKE
for Project Manager
4 April, 1979.

EP14/3

JABIRU - ENVIRONMENTAL PRESCRIPTION

DISPOSAL OF NOXIOUS WASTES

Discharge of Chlorinated Water From Disinfection of Supply Lines

1. The chlorinated water used for disinfection of new water mains and supply lines may be discharged to the adjoining ground surface at the concentration remaining after the disinfection period. This discharge to the surface is permitted until storm water drains are installed, after which discharge is to be into a storm water drain.

2. The discharge to adjoining ground surface is permitted on a temporary basis under the following rules:

   (a) no discharge point is to be within 200 metres of the main course of Baralil Creek or Golf Course Creek.

   (b) the total discharge from any discharge point is not to exceed 5000 litres.

   (c) discharge points are to be at least 50 metres apart.

CAMERON McNAMARA-MINENCO

J.E. COALDRAKE

for Project Manager
11 May, 1979.

EP14/4

JABIRU - ENVIRONMENTAL PRESCRIPTION

HANDLING OF NOXIOUS CHEMICALS
and
DISPOSAL OF NOXIOUS WASTES

Soil Treatment for Protection of Buildings Against Subterranean Termites

1. Australian Standard AS2057-1977 will be the Standard for treatment where chemical treatment is used. Only dieldrin in the quantitites and at the dilution listed in this Standard is to be used.

2. In order to minimise losses from treated sites through soil erosion or leaching an apron of concrete or sealed hardstand (the "protective apron") in which pesticide is not incorporated is to extend beyond the edge of treated soil or concrete. In buildings with rain-water guttering and a complete slab-under-roof this protective apron is to extend at least 300 mm beyond the edge of the treated soil or concrete. In buildings with no rain-water guttering and a complete slab-under-roof the protective apron is to extend at least 600 mm beyond the edge of the treated soil or concrete. In buildings where the roof extends at least 1 metre beyond the outer edge of the slab the protective apron is to extend at least 150 mm beyond the edge of the treated soil or concrete. In all cases the protective apron should have enough slope to shed water outwards.

3. Supplies of the pesticide held at the town site are to be stored in a bunded area on hard standing under a roof, and in a secure area. Transfer of concentrate to application equipment is to be carried out only inside this bunded area or inside the perimeter of an area that is to be treated prior to covering with a concrete slab.

4. All empty containers and any surplus pesticide must be removed from the town area as specified in EP21/1 (J.S.1).

5. Individual areas are not to be treated before formwork has been placed around the perimeter of the area. During the months of November to April inclusive treatment must not precede the laying of the concrete slab by more than forty eight (48) hours.

6. Contractors will be required to ensure that all operators employed have had previous experience in the handling of the chemicals and application of the protective treatment set out in AS2057-1977.

7. Temporary buildings set above ground level are to be protected by physical barriers of the type specified in AS1694-1974. Spot treatment of new termite mounds appearing under such buildings may be done by use of dieldrin at the recommended rates.

CAMERON McNAMARA-MINENCO

J.E. COALDRAKE
for Project Manager
13 August, 1979.

Dealing 112372

EP15/1

JABIRU - ENVIRONMENTAL PRESCRIPTION

THE INDUSTRIAL AREA

The instructions regarding road works in this area will be those set out in EP3/1.

On the areas already designated for allotments on the approved town plan total clearing is permitted.

The main road running east-west through the industrial area is to be extended as a formed road to the north-western corner of the borrow pit in which the rubbish dump will be started (see EP12/1). This road connection to the rubbish dump is required as early as possible.

CAMERON McNAMARA-MINENCO

J.E. COALDRAKE
for Project Manager
23 February, 1979.

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EP17/1

JABIRU - ENVIRONMENTAL PRESCRIPTION

FIRE MANAGEMENT

It is proposed that a system of fire management be adopted for the Town Lease Area and that this conform with the overall fire management programme for the National Park. In the Town Lease Area the programme will be aimed at minimising the risk of damage of wildfire to the town.

To reduce the risks of wildfire being initiated in the Town Lease Area, no person shall be allowed to light a fire in the open unless specifically directed by the Project Manager. Designated barbeque areas, with facilities will be provided and in these areas no permission will be necessary to have a barbeque fire.

No fires shall be lit in the Sanitary Landfill Area (Dump) under any circumstances.

No waste materials, including cleared vegetation shall be disposed of by fire in any part of a construction area unless approved by the Project Manager.

CAMERON McNAMARA-MINENCO

J.E. COALDRAKE
for Project Manager
3 April, 1979.

EP18/1

JABIRU - ENVIRONMENTAL PRESCRIPTION

PLANT NURSERY

The nursery area is to be left totally uncleared until the plan for layout and management is developed. Until it comes into use there is to be no vehicle or pedestrian traffic in the nursery area.

CAMERON McNAMARA-MINENCO

J.E. COALDRAKE

for Project Manager

12 March, 1979.

Lawrence.

MEMORANDUM

1162/644

30 October, 1980.

FROM: PROJECT MANAGER per J.E. COALDRAKE

TO: ALL HOLDERS OF ENVIRONMENTAL PROTECTION PROGRAM MANUAL

SUBJECT: REVISED ENVIRONMENTAL PRESCRIPTION

1. Please find enclosed a copy of the Environmental Prescription numbered:

EP19/4 Revision 1 (6 pages)

2. This is a revision of the earlier prescription. These pages should be inserted in the Manual in place of the existing pages for this prescription.

J.E. COALDRAKE

for Project Manager

EP19/4
Rev.1.

JABIRU - ENVIRONMENTAL PRESCRIPTION

INTRODUCED PLANTS AND ANIMALS

The Approved Plant Species List

There have been a number of alterations to the plant species list prepared by the Director, Australian National Parks and Wildlife Service. These alterations have included both deletions and additions to the lists.

Therefore the lists of species approved for planting are summarised as follows and, where appropriate, are specified in the attached lists.

1. All species listed in "Checklist of the Flora of the Alligator Rivers Region" which has been compiled from Adams, Byrnes and Lazarides 1973 "Floristics of the Alligator Rivers Area", Part XI of Volume II of Alligator Rivers Region Environmental Fact Finding Study.

2. Exotic species approved for use in the area as set out in List I.

No other plant species may be imported or used in the Town Area. The presence of species not approved should be brought to the attention of Officers of the Australian National Parks and Wildlife Service. In particular the following are considered undesirable: All proclaimed or noxious weeds of the Northern Territory, Western Australia and Queensland together with the species listed in List II.

These lists replace any previously provided or distributed by any authority.

J.E. COALDRAKE
for Project Manager
24 September, 1980.

EP19/2

JABIRU - ENVIRONMENTAL PRESCRIPTION

INTRODUCED PLANTS AND ANIMALS

1. Animals

To clarify EP19/1 the following shall apply:

1.1 No pets will be permitted in the Construction Village nor any construction area. This applies to any domestic animal such as dogs, cats, birds, fish or livestock. It also applies to domestication of native animals in the area, so that no person shall feed any animal, bird or reptile in the Town Lease Area, including the Construction Village.

1.2 Once the town has permanent residents, the only pets which will be permitted in the town will be dogs. Individual town residents, when they arrive, may obtain approval of the Director of National Parks & Wildlife Service for a dog. When the owner leaves the town, he will be required to remove the dog from the park in accordance with the bond to that effect.

2. To further protect the native fauna of the area, the following shall apply

2.1 Unless authorised by the Project Manager, no person shall take, injure, capture, kill or have in his possession any native animal, bird, reptile or fish nor take, destroy or take into his possession an egg of any wildlife.

2.2 Unless authroised by the Project Manager, no person shall have in his possession in the Town Lease Area any firearm, weapon capable of projecting a missile, nor lay any poisonous bait in the Town Lease Area, nor set a trap of any form in the Town Lease Area.

CAMERON McNAMARA-MINENCO

J.E. COALDRAKE
for Project Manager
12 April, 1979.

EP19/3

JABIRU - ENVIRONMENTAL PRESCRIPTION

INTRODUCED PLANTS AND ANIMALS

Weapons

It is recognised that certain tools or equipment designed to implant fixing devices and structures used for construction and fabrication of buildings are capable of projecting a missile. These tools and equipment will be permitted in the town area and authorised under Section 2.2 of EP19/2 but are to be used only for their design purpose.

CAMERON McNAMARA-MINENCO

J.E. COALDRAKE
for Project Manager
12 June, 1979.

EP19/4

JABIRU - ENVIRONMENTAL PRESCRIPTION

INTRODUCED PLANTS AND ANIMALS

The Approved Plant Species List

The Director, Australian National Parks & Wildlife Service issued on 13 June, 1979 a list of plant species approved for use for horticultural and rehabilitation purposes at Jabiru.

The plant species approved by the Director are summarised as follows and where appropriate specified in the attached lists:

1. All species listed as indigenous to the Alligator Rivers Region by Adams, Byrnes and Lazarides 1973 in Alligator Rivers Region Environmental Fact Finding Study, Part XI, Floristics of the Alligator Rivers Region and subsequent determinations of the Darwin Herbarium.

2. Indigenous Australian species of known horticultural potential set out in List I (several of these are indigenous within the National Park).

3. Exotic species of proven horticultural or soil conservation value with no known record of capacity to invade spontaneously and become established in the wild. Set out in List II.

4. Garden vegetables and a representative range of indoor plants set out in List IV.

In addition it has been found necessary to identify certain banned species because of their potential as weeds. These are set out in List III. It is expected this list will shortly be extended to include all species proclaimed as noxious weeds in the Northern Territory, North Queensland or the Kimberley area of Western Australia.

With respect to the plant species on List III the Director seeks our co-operation to ensure that they are not introduced inadvertently and if they are detected or are currently in the town site they are destroyed as a matter of urgency.

These lists replace any previously provided or distributed by any authority.

CAMERON McNAMARA-MINENCO

J.E. COALDRAKE
for Project Manager

29 June, 1979.

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LIST I Approved Exotic Plant Species

TREES

Ornamental Trees

Anthocephalus cadamba	Philippine Wonder Tree/Kadam
Bauhinia variegata	Bauhinia
Callitris intratropica	Northern Cypress Pine
Calophyllum inophyllum	Oil Nut Tree
Cassia fistula	Golden Shower
Cassia javanica	Pink Cassia
Citharexylum subserratum	Fiddlewood
Carpentaria acuminata	Carpentaria palm
Dillenia alata	Red Beech
Eucalyptus camaldulensis	River Red Gum
Eucalyptus torelliana	Cadagi
Eugenia suborbicularis	Bush Apple
Ficus elastica	Rubber Tree
Jacaranda mimosifolia	Jacaranda
Khaya senegalensis	African Mahogany
Lagerstroemia flos-reginae	Queen's Crepe Myrtle
Lysiphyllum cunninghamii	Pegunny
Plumeria acutifolia	Frangipani
Plumeria rubra	Pink Frangipani
Samanea saman	Rain Tree
Tamarindus indica	Tamarind
Tectona grandis	Teak
Terminalia catappa	Indian Almond

Fruit Trees

Anacardium occidentale	Cashew
Artocarpus heterophyllus	Jacfruit
Averrhoa carambola	Five Corner
Carica papaya	Papaw
Citrus spp.	Citrus
Cocos nucifera	Coconut
Durio zibethinus	Durian
Mangifera indica	Mango
Musa sapientum	Banana
Nephelium lappaceum	Rambutan
Persea americana	Avocado

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Fruiting Plants

Ananas sativus	Pineapple
Passiflora edulis	Passionfruit
Saccharum officinarum	Sugar Cane

SHRUBS

Acalypha godseffiana	Acalypha
Aralia balfouri	
Bauhinia galpinii	
Calytrix spp.	Fringe-Myrtles
Codiaeum spp.	Crotons
Cycas media	Zamia Nut
Hibiscus rosa-sinensis	Hibiscus
Euphorbia pulcherrima	Pointsettia
Ixora coccinea	
Lagerstroemia indica	Pink Crepe Myrtle
Mussaenda luteola	
Pedilanthus tithymaloides	Zig Zag Plant
Poinciana gillesii	Bird of Paradise
Polyscias guilfoylei	Wild Coffee
Ptychosperma elegans	Elegant Palm
Ravenala madagascariensis	Travellers Palm
Russelia equisetiformis	Coral Plant
Strelitzia angusta	Great White Strelitzia
Thevetia nerifolia	Yellow Oleander

Herbaceous and Ground Cover

Caladium humboldtii	Miniature Caladium
Canna sp.	
Cenchrus ciliaris	Buffel grass
Chloris gayana	Rhodes grass
Monstera deliciosa	Monstera
Paspalum notatum	Bahia Grass
Sansevieria zeylanica	Snake Plant
Stylosanthes humilis	Townsville Stylo
Sorghum bicolor	Sorghum

Climbers

Allamanda cathartica	Allamanda
Bougainvillea spectabilis	Bougainvillea
Clerodendrum thomsoniae	Clerodendron
Jasminum spp.	Jasmine
Mucuna gigantea	Burny Bean
Quisqualis indica	Rangoon Creeper

VEGETABLES

Aubergine
Beetroot
Beans
Broccoli
Brussel sprouts
Cabbage
Carrot
Cauliflower
Capsicum
Chinese cabbage
Cucumber
Endive
Kohl Rabbi
Marrow
Lettuce
Onion
Okra
Pumpkin
Radish
Rhubarb
Rockmelon
Watermelon
Silver Beet
Sweet Potato
Turnip
Tomato
Zucchini

DECORATIVE INDOOR PLANTS

Small

Aglaonema pictum	Dwarf Caladium
Billbergia nutans	Queen's Tears
Dracaena godseffiana	Gold Dust Dracaena
Hedera helix	English Ivy
Pilea cadierei	Aluminium plant

Medium

Aglaonema curtisii	
Alocasia amazonica	Giant Caladium
Maranta arundinacea	Arrowroot
Philodendron selloum	Tree Philodendron
Anthurium andreanum	Palette Flower

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Tall

Alocasia purpurea	Giant Caladium
Alpinia sanderiana	Ribbon Plant
Dieffenbachia amoena	Striped Dumb Cane
Dracaena angustifolia	
Schefflera actinophylla	Umbrella Tree
Cissus discolor	
Hoya carnosa	Wax Plant

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LIST II — Undesirable Species

TREES

Anona diversifolia	Anona blanca
Leucaena glauca	Leucaena
Psidium guajava	Guava
Spathodea campanulata	South African Tulip Tree
Ziziphus mauritiana	Chinee Apple

SHRUBS

Cassia alata	
Cassia obtusifolia	
Opuntia spp.	Prickly Pear

CLIMBERS

Cryptostegia grandiflora	Rubber Vine
Antigonon insigne	Coral-Vine

HERBACEOUS

Impatiens spp.	Balsam
Hibiscus sabdariffa	
Cenchrus echinatus	Mossman River Grass
Brachiaria mutica	Para Grass

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EP19/4

PLANTS FOR DOMESTIC USE APPROVED FOR USE IN THE ALLIGATOR RIVERS REGION

(Refer also to List II for approved fruit trees)

LIST IV

Vegetables

Aubergine
Beetroot
Beans
Broccoli
Brussel sprouts
Cabbage
Carrot
Cauliflower
Capsicum
Chinese cabbage
Cuccumber
Endive
Kohl Rabbi
Marrow
Lettuce
Onion
Okra
Pumpkin
Radish
Rhubarb
Rockmelon
Watermelon
Silver Beet
Sweet Potato
Turnip
Tomato
Zucchini

Decorative Indoor Plants

Small
Aglaonema pictum
Bilbergia nutans
Dracaena godseffiana
Pilea cordieri

Medium
Aglaonema curtisii
Alocasia amazonica
Maranta arundinacea
Philodendron selloum
Anthurium andreanum

Tall
Alocasia purpurea
Alpinia sanderiana
Dieffenbachia amoena
Dracaena angustifolia
Schefflera actinophylla
Cissus discolor
Hoya carnosa

EP20/1

JABIRU - ENVIRONMENTAL PRESCRIPTION

ENVIRONMENTAL MONITORING

Water Quality Monitoring (extract from Brief)

Objectives:

It is necessary for the Authority to establish the prevailing levels of water quality in the streams that will carry run-off from the town. This needs to be done before there is any significant disturbance related to construction or operation of the town. The set of parameters measured should be as comprehensive as possible for the sampling done in advance of disturbance; this will "insure" the Authority against misplaced criticism for apparent pollution that may be measured after use of the town lease commences.

It is especially important to obtain analyses for at least two of the common pesticides such as DDT and dieldrin since these are likely to be present already in measurable quantity.

The analyses should be carried out by an independent laboratory that carries full NATA registration, so that the impartiality is not open to question.

Methodology:

The samples will be collected from the sites marked on Figure 1. For each site the precise location should afford enough depth of water at low flow to enable collection of the sample without disturbance of bottom sediment. A reference marker should be established, e.g. a steel picket or a blazed tree close to each site. The six sites are described in text below and the precise location will be determined at the time of the first sampling.

Site 1. This will be upstream of where the unnamed creek through the future golf course crosses the new Jim Jim Road. (Golf Course Creek).

Site 2. On Baralil Creek about 300 metres upstream of the junction where a nameless branch joins from the south-east coming off land outside the proposed town lease area. (Baralil Creek (West)).

Site 3. On the nameless branch off Baralil Creek that is proposed for development to a lake. Sampling point to be about 200 metres upstream from the confluence with the channel of Baralil Creek. (Baralil Creek (Lake)).

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Site 4. On Baralil Creek north (downstream) of the Arnhem Highway. (Goanna Billabong).

Site 5. To be placed on one of the natural drainage lines running from the northern boundary of the town lease area north of the Arnhem Highway. It is intended to establish base level data for the drainage lines that will eventually carry run-off from the industrial area and sewerage works area. (Corndorl Creek).

Site 6. On Baralil Creek on the branch draining the land to the south-east and outside the town lease area. (Baralil Creek (East)).

Collection of Samples:

At each sampling, three sub-samples are to be collected in separate bottles.

(a) 1 litre of water with no treatment of the sample at the site.

(b) 0.5 litre in a second container to which is to be added 2.5 ml of concentrated nitric acid at the time of collection.

(c) 1 litre of water in a pre-treated glass bottle with no treatment of the sample at the site.

Each sub-sample should be collected to the complete exclusion of air.

Properly cleaned containers will be supplied from the analytical laboratory for each sampling. Notes will be taken on stream flow, but the main check here will be with the stream gauges on Baralil Creek at the Arnhem Highway and on Golf Course Creek near the new Jim Jim Road.

Samples are to be placed on ice in an "Esky" type polystyrene cooler at the time of collection. They are to be held on ice or in a domestic refrigerator until shipment by air-freight to Brisbane still on ice in the insulated containers.

Analyses:

The following is the list of analyses to be carried out on each sample for each of the first three samplings. This is a combination of Section A plus Section B plus Pesticides to give a complete analysis.

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Section A

pH	Na
Conductivity	Fe
Non-Filterable Residue	P (total)
Filterable Residue	NO_3-N
Dissolved Oxygen	NH_3-N
Total Organic Carbon	SO_4
Total Hardness	Cl
Ca	
Mg	

Section B

Sr	Cu
Cd	Zn
Pb	K
U	

Pesticides: A scan of the sample with a read out of pesticides and their derivatives recorded on the scan.

For later samplings the analyses may be reduced to those listed in Section A only. This will be known as a "reference" analysis.

Times of Sampling:

There should be three samplings in the first half of 1979 as follows:-

mid-March
mid-April
mid-May

The question of whether further sampling will be needed is to be decided on the basis of results from the first three samplings.

Each of these first three samplings is to be treated to Complete Analysis i.e. Sections A + B + Pesticides.

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These requirements for water monitoring have been drawn-up with the knowledge that the Superivising Scientist of the Alligator Rivers Research Institute and the Water Division of the Northern Territory Department of Transport and Works are collaborating in an extensive regional program of water quality and quantity monitoring. This program includes monitoring in the town area. While these two programs will be duplicating sampling at the proposed Sites 1 and 4, the range of analyses differs.

The data on stream flow (water quantity) which is being collected in the regional monitoring program will assist to determine total loading of the streams. In this regard, the stream gauging facilities on Baralil Creek at the Arnhem Highway and on Golf Course Creek near the new Jim Jim Road will be particularly useful.

The program proposed for the Jabiru Town Development Authority has assumed that the data collected from Magela Creek in the regional monitoring program will provide sufficient information for any comparisions or calculations required on the effects of the town on the receiving water body.

CAMERON McNAMARA-MINENCO

J.E. COALDRAKE

for Project Manager

17 January, 1979.

Note Added on 6 March, 1979.

Arrangements were completed in February, 1979 for these water quality samples to be collected and despatched to Brisbane by the Water Division of the N.T. Department of Transport & Works. This sampling integrates with the regional program already referred to; the data will be available to the Water Division and A.R.R.I.

Location of Sampling Sites.

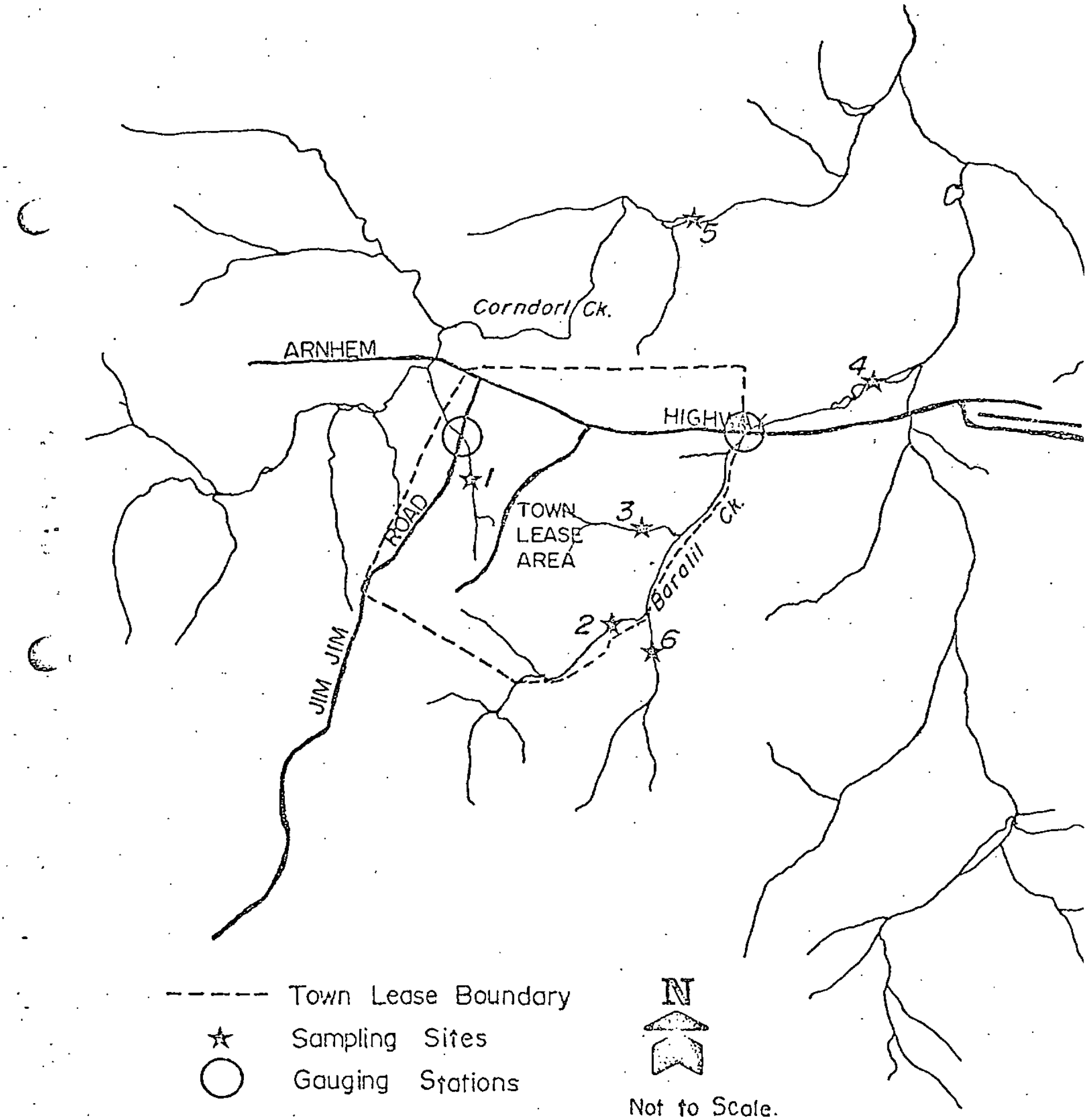

Figure 1.

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JABIRU - ENVIRONMENTAL PRESCRIPTION

REGULATORY

Much of the material contained in these Environmental Prescriptions has to be applied through specifications within contracts for works within the town. This prescription is one of the standard specifications which will form part of the documentation for every contract.

Specification for Environmental Restrictions and General Site Rules

INDEX

1.00 MOVEMENTS OUTSIDE JABIRU

2.00 MOVEMENTS WITHIN JABIRU

3.00 INTRODUCTION OF PLANTS AND PLANT MATERIAL

4.00 PRESERVATION OF WILDLIFE

5.00 DISTURBANCE OF VEGETATION

6.00 DISTURBANCE OF SOIL SURFACE MATERIAL

7.00 FIREARMS

8.00 FIRES

9.00 DISPOSAL OF WASTES, RUBBISH AND LITTER

10.00 DISPOSAL OF NOXIOUS WASTES AND OILS

11.00 SERVICING AND WASHING OF VEHICLES AND MACHINERY

12.00 ACCESS TO EFFLUENT DISPOSAL AREAS AND APPROVAL OF TOILET FACILITIES

13.00 AIR POLLUTION

14.00 BREACHES OF RESTRICTIONS AND RULES

15.00 DEFINITIONS

Replacement

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1.00 MOVEMENTS OUTSIDE JABIRU

1.01 Access to and from Jabiru shall be along the Arnhem Highway and designated access routes only.

1.02 The perimeter of the Construction Area for each contract shall be clearly defined and marked by the Superintendent. Unauthorised movement outside these perimeters is prohibited.

2.00 MOVEMENTS WITHIN JABIRU

2.01 All movements of motor vehicles and any other machinery within Jabiru shall be on surveyed road alignments, either pegged or constructed or under construction, unless expressly permitted by the Superintendent. Such permission shall be granted only for designated movements by designated types of vehicles and machinery for a designated period and purpose. To the maximum extent practicable movements off surveyed road alignments should be along the contour.

Repeated trips off surveyed road alignments should be confined to the one route.

2.02 After the designated movements off the surveyed road alignments have been completed, the location of the route shall be reported to the Superintendent to allow corrective treatment to be initiated. The responsibility for corrective treatment shall be as defined in the Job Specification.

3.00 INTRODUCTION OF PLANTS AND PLANT MATERIAL

The Contractor or his employees and sub-contractors shall not introduce any plants to Jabiru. Any landscaping programmes or rehabilitation shall be based on a list of plants approved by the appropriate Authority.

This restriction applies to seeds, nursery stock, whole or part plants or any other plant material capable of growing which may be introduced into Jabiru for use in gardens, landscaping, aquaria or elsewhere.

4.00 PRESERVATION OF WILDLIFE

4.01 Birds, reptiles, fish or animals of any kind shall not be introduced to Jabiru.

This restriction applies to all types of domestic animals or pets, including dogs, cats, fish, birds, goats, pigs and other livestock.

No domestic animals or pets shall be permitted in the construction camp, caravan park, or in any construction area in Jabiru.

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4.02 A person shall not without the approval of the appropriate Authority:

(a) Take, injure, capture, kill or have in his possession any native animal, bird, reptile or fish;

(b) Take out or destroy or have in his possession an egg of any wildlife; or

(c) Lay any poisonous bait.

5.00 DISTURBANCE OF VEGETATION

5.01 No person shall cut-down, dig-out, burn or disturb trees, shrubs or saplings in Jabiru unless under the direction of the Superintendent as part of a contract specifying the nature and means of disturbance and clearing of vegetation.

No person shall disturb the formation of protective bunds, water courses etc., unless directed to do so as part of a Contract or by the Superintendent.

6.00 DISTURBANCE OF SOIL SURFACE MATERIAL

6.01 No person shall excavate, dig or otherwise disturb the natural soil surface in Jabiru, except in the manner and to the extent as specified or directed by the Superintendent as part of a Contract which specifies the nature and means of disturbance of the soil. Such contracts specifying disturbance of the soil surface and earthworks shall specify the nature of remedial regrassing and stabilisation of the reformed soil surface at the conclusion of the works.

6.02 No person shall disturb the formation, regrassing or other stabilisation of a reformed soil surface unless directed to by the Superintendent as part of a Contract specifying such re-disturbance. This shall include passage of vehicles and machinery over reformed surfaces which have been grassed or otherwise treated and shall also include unauthorised movement across the formation of protective bunding downslope of totally cleared areas as referred to in Clause 5.00.

6.03 The Superintendent may require topsoil to be taken separately, stockpiled, and used in rehabilitation.

7.00 FIREARMS

No person shall bring into Jabiru or have in his possession in Jabiru or other areas associated with any part of any contract associated with the Project, any firearm or weapon capable of projecting a missile, except equipment designed to implant fixing devices and structures.

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8.00 FIRES

8.01 No person shall light a fire in the open within Jabiru unless specifically directed to do so by the Superintendent except in portable barbeques or stoves. An operational fire tender shall be present in the Area of all burning operations except in portable barbeques and stoves.

8.02 No fires shall be lit in the Sanitary Landfill Area (Dump).

8.03 No waste materials shall be disposed of by fire in any part of the construction area unless approved in writing by the Superintendent.

9.00 DISPOSAL OF WASTES, RUBBISH AND LITTER

9.01 Waste materials shall only be deposited in approved locations within Jabiru.

All waste materials, rubbish or litter including concrete, formwork, structural steel and the like, containers, paper, plastics and cans shall be removed from construction areas and deposited in the Sanitary Landfill Area (Dump) by the Contractor where it shall be compacted and covered with soil. Waste materials shall be dumped where indicated by the Superintendent.

9.02 No waste materials, rubbish or litter shall be disposed of by burning within the Sanitary Landfill Area.

9.03 Any noxious, toxic or otherwise hazardous waste materials or containers of such materials shall be disposed of as specified in Clause 10.00 and not in the Sanitary Landfill Area.

9.04 Handling of all litter and waste packaging materials during construction shall be as directed by the Superintendent and shall comply with the relevant Northern Territory Legislation.

10.00 DISPOSAL OF NOXIOUS WASTES AND OILS

10.01 Any noxious, toxic or otherwise hazardous waste materials specified as such by the Superintendent, including lubricating oils, grease and containers of such materials shall be deposited by the Contractor within suitable containers, provided by the Contractor for this purpose and shall be disposed of outside the Alligator Rivers Region. No such materials shall be disposed of within the Sanitary Landfill Area (Dump) or left within the Alligator Rivers Region.

Containers are to be approved by the Superintendent who will indicate the area for container storage.

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11.00 SERVICING AND WASHING OF VEHICLES AND MACHINERY

11.01 Contractor's machinery shall be thoroughly washed down before entering the Alligator Rivers Region.

11.02 Servicing, lubricating and mechanical repairing of vehicles and machinery shall be undertaken in areas nominated by the Superintendent. The areas shall be provided with suitable containers to hold waste oils and lubricants prior to disposal in the manner specified in Clause 10.00.

11.03 Servicing, lubricating and mechanical repairing of vehicles and machinery which cannot be moved to designated servicing areas shall only be carried out when approved by the Superintendent. All due care to prevent spillage of sump oils, lubricants and fuels shall be taken by the Contractor who shall be required to clean up such spillages to the satisfaction of the Superintendent.

11.04 Vehicles and machinery shall only be washed down in the specially provided areas within the Construction Camp and the Service Trades Area.

12.00 ACCESS TO EFFLUENT DISPOSAL AREAS AND APPROVAL OF TOILET FACILITIES

12.01 Access to sewage disposal areas is prohibited.

12.02 All toilet facilities must be approved by the Superintendent.

12.03 Toilet and other liquid wastes shall be disposed of as directed by the Superintendent.

13.00 AIR POLLUTION

13.01 Dust control measures shall be employed at all times in accordance with directions of the Superintendent and the release of any dust into the open is strictly prohibited unless authorised by the Superintendent.

14.00 BREACHES OF RESTRICTIONS AND RULES

14.01 The Contractor will be deemed to have made his workforce aware of the above Environmental Restrictions and Site Rules as a Condition of Employment on the Project.

14.02 Failure of a Contractor or his employees, Sub-Contractors, etc. to comply with these requirements may lead to the imposition of a series of fines on the Contractor or individual with fines being increased for repeated breaches. Persistent offenders may be barred from the Site.

14.03 Decisions made by the Superintendent shall be final.

EP21/1
Rev.1.

15.00 DEFINITIONS

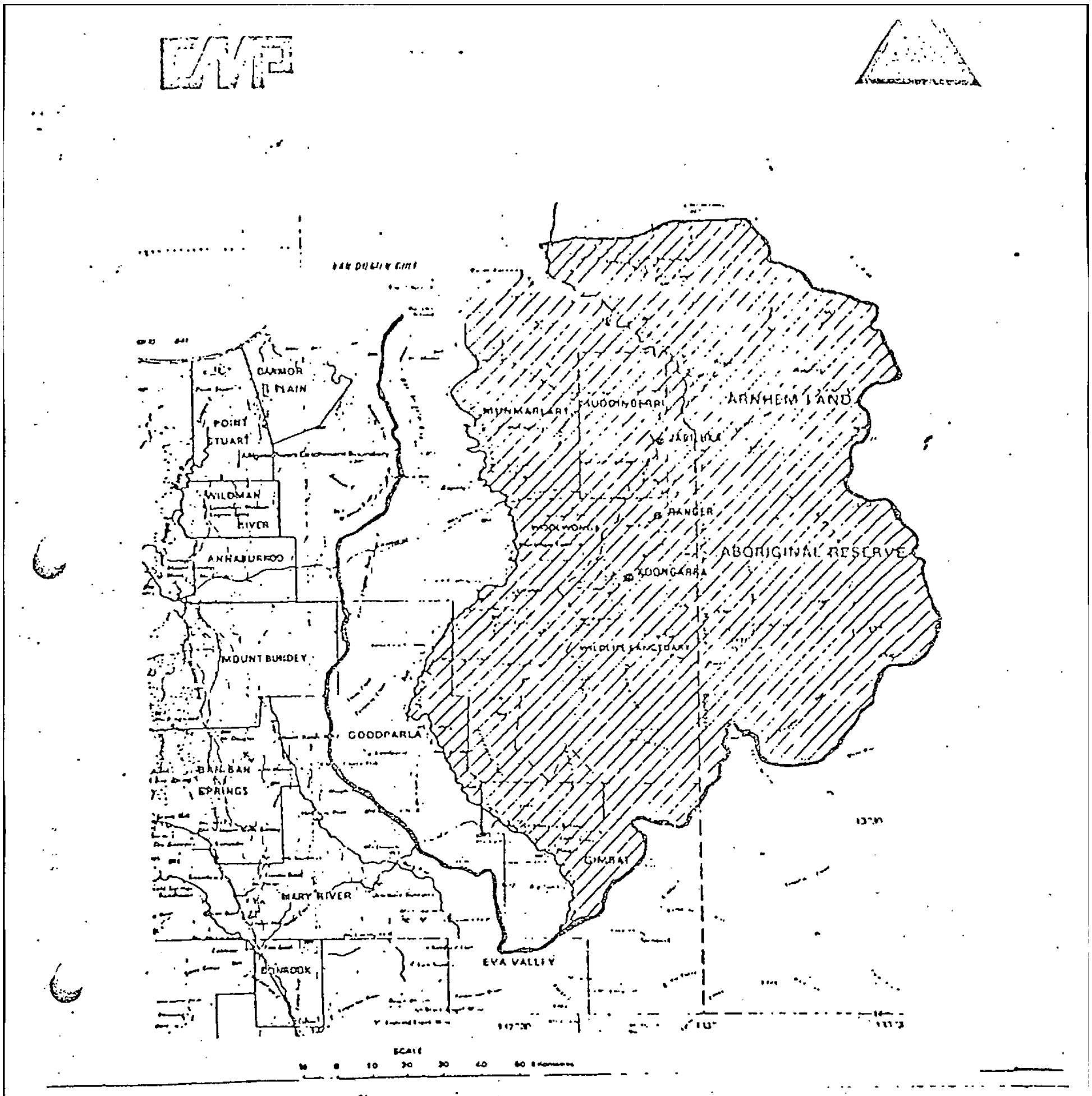
* "appropriate Authority" means the person from time to time nominated by the Chairman, Jabiru Town Development Authority.

* "Alligator Rivers Region" means the area heavily outlined in the accompanying map.

CAMERON McNAMARA-MINENCO

J.E. COALDRAKE

for Project Manager
23 July, 1979.



MAP - ALLIGATOR RIVERS REGION

Dealing 112372

JABIRU - ENVIRONMENTAL PRESCRIPTION

REGULATORY

As with EP21/1 this Environmental Prescription is one of the standard specifications which will form part of the documentation for appropriate contracts.

Specification for Clearing

INDEX

1.00 GENERAL

2.00 CLEARING AND GRUBBING

1.00 GENERAL

This Specification covers all clearing and grubbing necessary for the performance of work associated with road construction, laying of storm water lines, laying of sewer lines, clearing of sites for buildings and for carparks and handstanding.

Reference should be made to Specification JS-1, Specification for Environmental Restrictions and General Site Rules.

2.00 CLEARING AND GRUBBING

2.01 Clearing

Clearing shall be taken to mean the removal of all natural vegetation with whatever disturbance of the soil that is necessary for removal of stumps and roots. Clearing shall be within the specified width unless such work is covered by a separate item in this Contract, or by any other Contract associated with this Contract.

2.02 Clearing shall be carried out only on designated areas within the Contract Limits. Where no specific clearing width is specified on the drawings the width of clearing shall be not more than the width to be occupied by the completed earthworks, plus a further width of not more than one metre on each side.

Viewed at 10:11:37 on 01/11/2016 by 32GPL.

EP21/2
Rev.1.

2.03 Such individual trees as the Superintendent may designate and mark shall be left standing and uninjured. In order to minimise damage to trees that are left standing, trees shall be felled towards the centre of the area being cleared if so required by the Superintendent.

Where necessary to prevent injury to structures or other trees or property or to minimise danger to traffic, trees shall be cut in sections from the top downwards. Any trees or large boughs that are hung up as a result of clearing shall be cut down.

2.04 Grubbing

Grubbing shall be taken to mean the removal from the ground of trees, roots, stumps, small rocks, artificial obstructions etc., to a depth of 300 mm below ground surface. Small rocks shall be taken to mean those with a maximum dimension between 300 mm and 600 mm.

Grubbing shall be carried out for the full width of the ground to be occupied by the completed earthworks and for a further width of not more than 1 metre on each side of the completed earthworks.

In roadway cuts, all stumps and roots larger than 75 mm in diameter shall be removed to a depth of not less than 500 mm below the excavated surface. In roadway embankment areas, all stumps and roots shall be removed to a depth of not less than 150 mm below the original ground surface.

All grub holes within the limits of the completed earthworks shall be filled with material approved by the Superintendent and thoroughly compacted.

2.05 Disposal of Timber and Refuse

All trees and all brush stumps, roots, rotten wood and all refuse from the clearing and grubbing operations shall be removed and dumped in a site designated by the Superintendent. Such material shall not be burned unless under the written direction of the Superintendent.

Any burning permitted shall be carried out in such a manner as to avoid damage to standing timber or other vegetation. Non-combustible material shall be disposed of in the Sanitary Landfill Area (Dump).

EP21/2
Rev.1.

2.06 Tree Preservation

Except in areas designated for total clearing, all trees larger than 100 mm in diameter over bark measured 1 metre above ground level and all stems of *Livistona* Palm over 1 metre in height are not to be removed or destroyed unless individually marked for removal or destruction.

The following types of tree over 100 mm diameter, measured 1 metre above ground level may be marked for removal :

- Trees where more than half the original canopy is dead.

- Trees in which the trunk below a height of 2 metres is substantially rotted through the effects of fire and/or termites.

Where such trees are removed they are to be either grubbed out entirely or cut within 100 mm of finished ground level.

WHERE A TREE IS CLEARLY MARKED FOR PRESERVATION AND IS ALSO THE SUBJECT OF A TREE PRESERVATION ORDER THE PENALTY FOR A BREACH OF THE TREE PRESERVATION ORDER SHALL BE $1,000 (ONE THOUSAND DOLLARS) PER TREE MINIMUM.

Any increase on this $1,000 minimum penalty will be indicated in the Job Specification.

2.07 Measurement and Payment

Clearing and Grubbing will be paid for as a lump sum item for clearing within designated road reserves and on a machine hire basis for removal of designated trees within allotments.

The item or the scheduled rate per unit of measurement paid for clearing and grubbing shall include full compensation for furnishing all labour and constructional plant and for all expenses necessary for completing the clearing and grubbing including any reinstatement of property as specified in the Contract Documents and as directed by the Superintendent.

CAMERON McNAMARA-MINENCO

J.E. COALDRAKE
for Project Manager
12 June, 1979.

Sub Lease No. 180302 of the within Lease No. 112372 as regards Lot 505 Town of Jabiru : Westpac Banking Corporation Exp: 11/3/2007. Produced the 1th day of September, 1986 at 11:55:49

Deputy Registrar-General

Sub-Lease No. 180303 of the within Lease No. 112372 as regards Lot 2007 Town of Jabiru. To: Westpac Banking Corporation Exp. 11/3/2007 Produced the 9th day of eptember, 1986 at 11:56:58

Deputy Registrar-General

SUB-LEASE NO. 182840 OF THE WITHIN LEASE NO. 112372 AS REGARDS LOT 945 TOWN OF JABIRU TO:- GAMAK PTY. LTD. EXPIRING 30TH JUNE 2006. PRODUCED THE 11th NOVEMBER 1986 AT 1[illegible]-14

DEPUTY REGISTRAR-GENERAL.

112372 TO: AS REGARDS LOT 944 TOWN OF JABIRU : GAMAK PTY. LTD., EXPIRING 30TH JUNE 2006. PRODUCED THE 11th NOVEMBER 1986 AT 11:38:27

DEPUTY REGISTRAR-GENERAL.

SUB-LEASE NO 207608 OF THE WITHIN LEASE NO 112372 AS REGARDS LOT 2244 TOWN OF JABIRU TO: NORTHERN TERRITORY OF AUSTRALIA - EXPIR 30TH JUNE, 2021 PRODUCED 14TH SEPTEMBER, 1988 AT 11:27:01

DEPUTY REGISTRAR-GENERAL.

SUB-LEASE OF THE WITHIN LEASE (112372) TO: KAKADU CONTRACTING PTY. LTD. - EXPIRING 11th day of AUGUST, 1993. VIDE LTO INSTRUMENT No. 258097 Produced the 3rd day of January 1992 at 11:19:15.

DEPUTY REGISTRAR-GENERAL.

JS1 - SPECIFICATION FOR ENVIRONMENTAL RESTRICTIONS

AND GENERAL SITE RULES

This is the annexure marked "A" referred to in the Lease between the Director of National Parks and Wildlife and the Jabiru Town Development Authority dated this FIRST day of July, 1981.

I. D. Armytage

29/6/81

Foreman 29/6/81

CAMERON MCNAMARA - MINENC
JOINT VENTURE

JS-1 SPECIFICATION FOR ENVIRONMENTAL RESTRICTIONS AND GENERAL SITE RULES (7/79)

INDEX

1.00 MOVEMENTS OUTSIDE JABIRU
2.00 MOVEMENTS WITHIN JABIRU
3.00 INTRODUCTION OF PLANTS AND PLANT MATERIAL
4.00 PRESERVATION OF WILDLIFE
5.00 DISTURBANCE OF VEGETATION
6.00 DISTURBANCE OF SOIL SURFACE MATERIAL
7.00 FIRE ARMS
8.00 FIRES
9.00 DISPOSAL OF WASTES, RUBBISH AND LITTER
10.00 DISPOSAL OF NOXIOUS WASTES AND OILS
11.00 SERVICING AND WASHING OF VEHICLES AND MACHINERY
12.00 ACCESS TO EFFLUENT DISPOSAL AREAS AND APPROVAL OF TOILET FACILITII
13.00 AIR POLLUTION
14.00 BREACHES OF RESTRICTIONS AND RULES
15.00 DEFINITIONS

1.00 MOVEMENTS OUTSIDE JABIRU

1.01 Access to and from Jabiru shall be along the Arnhem Highway and designated access routes only.

1.02 The perimeter of the Construction Area for each contract shall be clearly defined and marked by the Superintendent. Unauthorised movement outside these perimeters is prohibited.

2.00 MOVEMENTS WITHIN JABIRU

2.01 All movements of motor vehicles and any other machinery within Jabiru shall be on surveyed road alignments, either pegged or constructed or under construction, unless expressly permitted by the Superintendent. Such permission shall be granted only for designated movements by designated types of vehicles and machinery for a designated period and purpose. To the maximum extent practicable movements off surveyed road alignments should be along the contour.

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Repeated trips off surveyed road alignments should be confined to the one route.

2.02 After the designated movements off the surveyed road alignments have been completed, the location of the route shall be reported to the Superintendent to allow corrective treatment to be initiated. The responsibility for corrective treatment shall be as defined in the Job Specification.

3.00 INTRODUCTION OF PLANTS AND PLANT MATERIAL

3.01 The Contractor or his employees and sub-contractors shall not introduce any plants to Jabiru. Any landscaping programmes or rehabilitation shall be based on a list of plants approved by the appropriate Authority.

This restriction applies to seeds, nursery stock, whole or part plants or any other plant material capable of growing which may be introduced into Jabiru for use in gardens, landscaping, aquaria or elsewhere.

4.00 PRESERVATION OF WILDLIFE

4.01 Birds, reptiles, fish or animals of any kind shall not be introduced to Jabiru.

This restriction applies to all types of domestic animals or pets, including dogs, cats, fish, birds, goats, pigs and other livestock.

No domestic animals or pets shall be permitted in the construction camp, caravan park, or in any construction area in Jabiru.

4.02 A person shall not without the approval of the appropriate Authority:

(a) Take, injure, capture, kill or have in his possession any native animal, bird, reptile or fish;

(b) Take out or destroy or have in his possession an egg of any wildlife; or,

(c) Lay any poisonous bait.

5.00 DISTURBANCE OF VEGETATION

5.01 No person shall cut-down, dig-out, burn or in any way disturb trees, shrubs or saplings in Jabiru unless under the direction of the Superintendent as part of a contract specifying the nature and means of disturbance and clearing of vegetation.

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No person shall disturb the formation of protective bunds, water courses, etc., unless directed to do so as part of a Contract or by the Superintendent.

6.00 DISTURBANCE OF SOIL SURFACE MATERIAL

6.01 No person shall excavate, dig or otherwise disturb the natural soil surface in Jabiru except in the manner and to the extent as specified or directed by the Superintendent as part of a contract which specifies the nature and means of disturbance of the soil. Such contracts specifying disturbance of the soil surface and earthworks will specify the nature of remedial regarssing and stabilisation of the reformed soil surface at the conclusion of the works.

6.02 No person shall disturb the formation, regrassing or other stabilisation of a reformed soil surface unless directed to by the Superintendent as part of a contract specifying such re-disturbance. This shall include passage of vehicles and machinery over reformed surfaces which have been grassed or otherwise treated and shall also include unauthorised movement across the formation of protective bunding downslope of totally cleared areas as referred to in Clause 5.00.

6.03 The Superintendent may require topsoil to be taken separately, stockpiled and used in rehabilitation.

7.00 FIREARMS

7.01 No person shall bring into Jabiru or have in his possession in Jabiru or other areas associated with any part of any contract associated with this Project, any firearm or weapon capable of projecting a missile, except equipment designed to implant fixing devices and structures.

8.00 FIRES

8.01 No person shall light a fire in the open within Jabiru unless specifically directed to do so by the Superintendent except in portable barbeques or stoves. An operational fire tender shall be present in the area of all burning operations except in portable barbeques or stoves.

8.02 No fires shall be lit in the Sanitary Landfill Area (Dump)

8.03 No waste materials shall be disposed of by fire in any part of the construction area unless approved in writing by the Superintendent.

JS1/3

9.00 DISPOSAL OF WASTES, RUBBISH AND LITTER

9.01 Waste materials shall only be deposited in approved locations within Jabiru.

All waste materials, rubbish or litter including concrete, formwork, structural steel and the like, containers, paper, plastics and cans shall be removed from construction areas and deposited in the Sanitary Landfill Area (Dump) by the Contractor where it shall be compacted and covered with soil. Waste materials shall be dumped where indicated by the Superintendent.

9.02 No waste materials, rubbish or litter shall be disposed of by burning within the Sanitary Landfill Area.

9.03 Any noxious, toxic or otherwise hazardous waste materials or containers of such materials shall be disposed of as specified in Clause 10.00 and not in the Sanitary Landfill Area.

9.04 Handling of all litter and waste packaging materials during construction shall be as directed by the Superintendent and shall comply with the relevant Northern Territory Leglislation.

10.00 DISPOSAL OF NOXIOUS WASTES AND OILS

10.01 Any noxious, toxic or otherwise hazardous waste materials specified as such by the Superintendent including lubricating oils, grease and containers of such materials shall be deposited by the Contractor within suitable containers provided by the Contractor for this purpose and shall be disposed of outside the Alligator Rivers Region. No such materials shall be disposed of within the Sanitary Landfill Area (Dump) or allowed to be left within the Alligator Rivers Region.

Containers are to be approved by the Superintendent who will indicate the area for container storage.

11.00 SERVICING AND WASHING OF VEHICLES AND MACHINERY

11.01 Contractor's machinery shall be thoroughly washed down before entering the Alligator Rivers Region.

11.02 Servicing, lubricating and mechanical repairing of vehicles and machinery shall be undertaken in areas nominated by the Superintendent. These areas shall be provided with suitable containers to hold waste oils and lubricants prior to disposal in the manner specified in Clause 10.00.

11.03 Servicing, lubricating and mechanical repairing of vehicles and machinery which cannot be moved to designated servicing areas shall only be carried out when approved by the Superintendent.

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All due care to prevent spillage of sump oils, lubricants and fuels shall be taken by the Contractor who shall be required to clean up such spillages to the satisfaction of the Superintendent.

11.04 Vehicles and machinery shall only be washed down in the specially provided areas within the Construction Camp and the Service Trades Area.

12.00 ACCESS TO EFFLUENT DISPOSAL AREAS AND APPROVAL OF TOILET FACILITIES

12.01 Access to sewage disposal areas is prohibited.

12.02 All toilet facilities must be approved by the Superintendent.

12.03 Toilet and other liquid wastes shall be disposed of as directed by the Superintendent.

13.00 AIR POLLUTION

13.01 Dust control measures shall be employed at all times in accordance with directions of the Superintendent and the release of any dust into the open is strictly prohibited unless authorised by the Superintendent.

14.00 BREACHES OF RESTRICTIONS AND RULES

14.01 The Contractor will be deemed to have made his workforce aware of the above Environmental Restrictions and Site Rules as a Condition of Employment on the Project.

14.02 Failure of a Contractor or his employees, Sub-Contractors, etc. to comply with these requirements may lead to the imposition of a series of fines on the Contractor or individual with fines being increased for repeated breaches. Persistent offenders may be barred from the site.

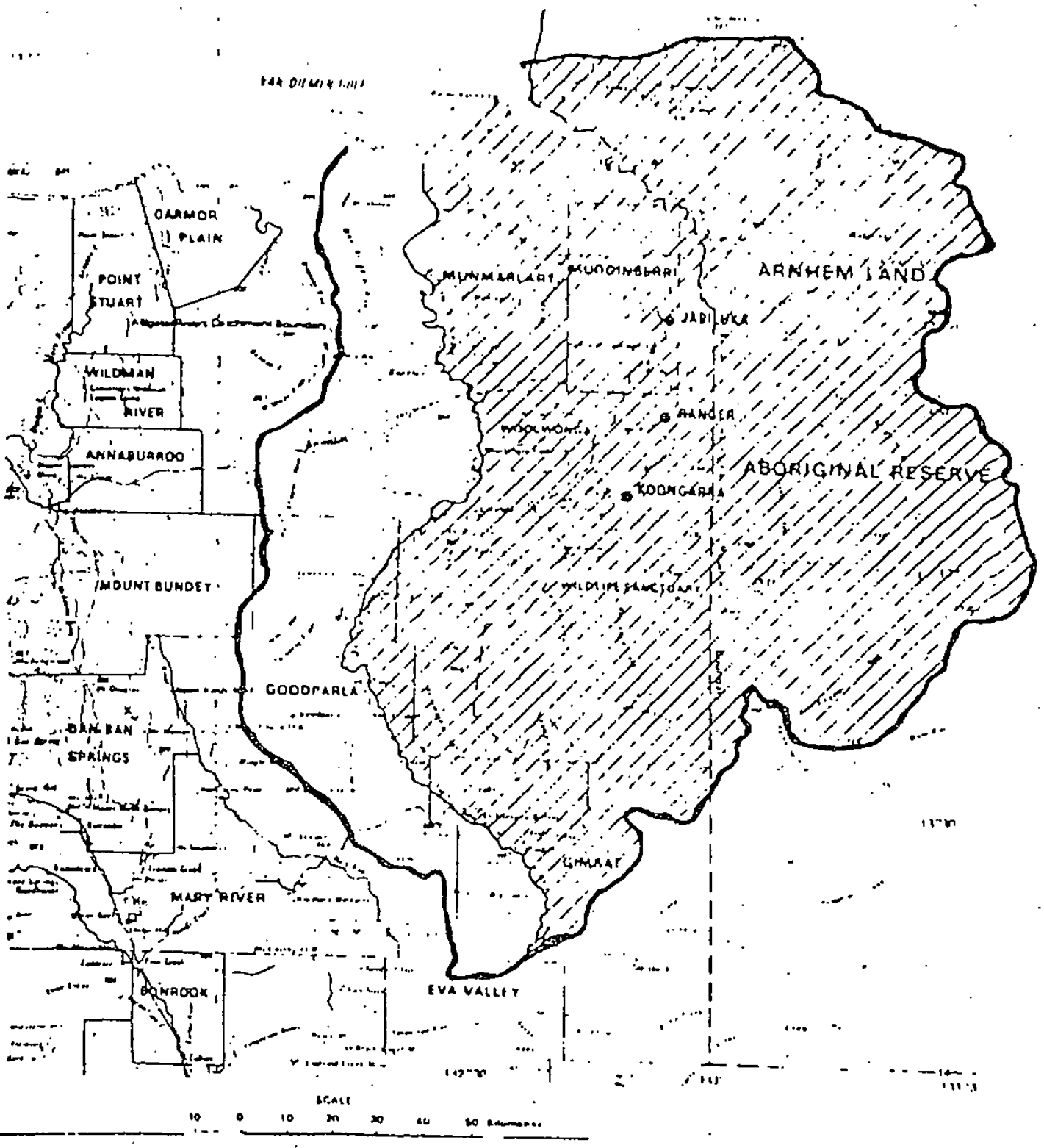
14.03 Decisions made by the Superintendent shall be final.

15.00 DEFINITIONS

15.01 "Appropriate Authority" means the person from time to time nominated by the Chairman, Jabiru Town Development Authority.

15.02 "Alligator Rivers Region" means the area heavily outlined in the attached map.

JS1/5



MAP - ALLIGATOR RIVERS REGION

JS2 - SPECIFICATION FOR CLEARING

This is the annexure marked "B" referred to in the Lease between the Director of National Parks and Wildlife and the Jabiru Town Development Authority dated this FIRST day of July, 1981.

J. D. Angston 24/6/81

29/6/81

Florence 29/6/81

CAMERON McNAMARA-MINENC
JOINT VENTURE.

JS-2 SPECIFICATION FOR CLEARING (-/6/80)

INDEX

1.00 GENERAL
2.00 CLEARING AND GRUBBING
3.00 MEASUREMENT

1.00 GENERAL

This Specification covers all clearing and grubbing necessary for the performance of work associated with road construction, laying of storm water lines, sewer lines, water mains or such other clearing of sites for buildings and for carparks and hardstanding.

Reference should be made to Specification JS-1, Specification for Environmental Restrictions and General Site Rules.

2.00 CLEARING AND GRUBBING

2.01 Clearing

Clearing shall be taken to mean the removal of all natural vegetation with whatever disturbance of the soil that is necessary for removal of stumps and roots. Clearing shall be within the specified width unless such work is covered by a separate item in this Contract, or by any other Contract associated with this Contract.

2.02 Clearing shall be carried out only on designated areas within the Contract Limits. Where no specific clearing width is specified on the drawings the width of clearing shall be not more than the width to be occupied by the completed earthworks, plus a further width of not more than one metre on each side.

2.03 In order to minimise damage to trees that are left standing, trees shall be felled towards the centre of the area being cleared if so required by the Superintendent.

Where necessary to prevent injury to structures or other trees or property or to minimise danger to traffic, trees shall be cut in sections from the top downwards. Any trees or large boughs that are hung up as a result of clearing shall be cut down.

2.04 Grubbing

Grubbing shall be taken to mean the removal from the ground of trees, roots, stumps, small rocks, artificial obstructions etc., to a depth of 300 mm below ground surface. Small rocks shall be taken to mean those with a maximum dimension between 300 mm and 600 mm. Removal of larger rocks shall be covered by the specification JS-7 Specification for Earthworks.

Grubbing shall be carried out for the full width of the ground to be occupied by the completed earthworks and for a further width of not more than 1 metre on each side of the completed earthworks.

In roadway cuts, all stumps and roots larger than 75 mm in diameter shall be removed to a depth of not less than 500 mm below the excavated surface. In roadway embankment areas, all stumps and roots shall be removed to a depth of not less than 150 mm below the original ground surface.

All grub holes within the limits of the completed earthworks shall be filled with material approved by the Superintendent and thoroughly compacted.

2.05 Disposal of Timber and Refuse

All trees and all brush stumps, roots, rotten wood and all refuse from the clearing and grubbing operations shall be removed and dumped in a site designated by the Superintendent. Such material shall not be burned unless under the written direction of the Superintendent.

Any burning permitted shall be carried out in such a manner as to avoid damage to standing timber or other vegetation. Non-combustible material shall be disposed of in the Sanitary Landfill Area (Dump).

2.06 Tree Preservation

With the exception of areas designated for total clearing, all areas are subject to a TREE PRESERVATION ORDER as follows:-

"A person shall not, without the written consent of the Authority nor otherwise than in conformity with such consent when and if given destroy, mutilate, ringbark, lop, top, remove or injuriously deal with any ornamental or shade tree or shrub, whether natural growth or planted growing within the town site.

This order shall not apply to:

(a) Any tree or shrub less than 100 mm in diameter over bark measured 1 metre above ground

(b) Livistona palm less than 1 metre in height

(c) Trees where more than half the original canopy is dead

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(d) Trees in which the trunk below a height of 2 metres is substantially rotted through the effects of fire and/or termites

(e) Any tree in the path of proposed roadways, sewerage works and drainage works

(f) Any tree within 1 metre of the building alignment of a permanent structure.

The penalty for any breach of this Order shall be $1,000 minimum per tree".

The Superintendent may mark other individual trees for preservation, which shall be left standing and uninjured.

3.00 MEASUREMENT

Clearing and Grubbing will be measured in hectares for clearing within designated road reserves or large areas and on a machine hire basis for removal of designated trees within allotments.

The item or the scheduled rate per unit of measurement paid for clearing and grubbing shall include full compensation for furnishing all labour and constructional plant and for all expenses necessary for completing the clearing and grubbing including any reinstatement of property as specified in the Contract Documents and as directed by the Superintendent.

JS2/3

THE JABIRU TOWN DEVELOPMENT

ENVIRONMENT PROTECTION PROGRAM

This is the annexure marked "C" referred to in the Lease between the Director of National Parks and Wildlife and the Jabiru Town Development Authority dated this FIRST day of July, 1981.

J. D. Dwyer

29/6/81

J Brennan 29/6/81

CAMERON McNAMARA & PARTNERS PTY. LTD.

MINENCO PTY. LIMITED

CAMERON McNAMARA - MINENCO JOINT VENTURE

131 LEICHHARDT STREET • BRISBANE • QUEENSLAND
P.O. Box 94, North Brisbane 4000 • Telephone 07 229 6755 • Telex AA41529

JABIRU TOWN DEVELOPMENT

ENVIRONMENT PROTECTION PROGRAM

Introduction

Since Jabiru is to be surrounded by National Park its design, construction and operation require strict environmental controls. The proximity to Aboriginal lands calls for added environmental sensitivity.

The Jabiru Town Development Authority has stated a policy that environmental review will be an integral part of all aspects of design and establishment of the town. The Cameron McNamara-Minenco Joint Venture is responsible for applying this policy at the operational level.

The environmental controls needed have to satisfy the requirements of many government departments such as the Land Conservation and Environmental Branches of the N.T. Parks & Wildlife Commission N.T., Department of Transport and Works, and Department of Health.

The basic environmental requirements and controls for Jabiru were laid down in the "Advanced Design Study-Final Report" and in "A.D.S. - Environmental Assessment" prepared by A.A. Heath & Partners in 1978. These were approved (so far as they went) by the government departments concerned at the time.

These basic standards now have to be converted to detailed working standards for use in design, construction and operation of the new town. They also have to be approved at the new level of working detail by the various government authorities responsible.

This Manual of Environmental Protection should ensure that those who require to know the details of environmental controls at Jabiru have access to them.

CAMERON McNAMARA-MINENCO

A.J. KEATES - Project Manager

J.E. COALDRAKE - Environmental Coordinator

Viewed at 10:11:37 on 01/11/2016 by 32GPL.

Replacement

9 May, 1979.

Use of Manual

The detailed standards are being developed under subject headings (sections) and issued in a coded series of Environmental Prescriptions. The first number in the code refers to the subject, and the second number to the individual prescription of the series that will be prepared under each section heading. Thus EP5/1 is the first Environmental Prescription for Earthworks. Later prescriptions under this heading (e.g. relating to sports ovals) will carry numbers EP5/2, EP5/3, in series.

Holders of the Manual will be issued with a copy of each new EP as it is issued. These will be in a format ready for insertion into the Manual. There will be a statement at the beginning as to whether they supplement or replace an existing EP.

The Environmental Prescriptions presented in this Manual incorporate all of the material previously circulated as separate documents. Some regrouping of material has been necessary to match the complete set of sections now used.

Previous separate Environmental Prescriptions should be destroyed.

Extended Use of Manual

Much of the material outlined in these Environmental Prescriptions can only be enforced during works and construction of facilities in the town by inclusion of relevant sections/parts in job specifications.

Further to the discussion in 'Use of Manual' and following developments in application of the Environmental Prescriptions, it has become necessary to add an extra section to the Manual. This is called Regulatory and is Section 21.

This new section reproduces those standard job specifications which include relevant material from the Environmental Prescriptions. The job specificatior being the documents which bind the contractor undertaking works, these specifications ensure that the environmental criteria are observed during the construction activities.

Much of the material covered in the Prescriptions remains relevant only to design activities and so may not find its way into construction contracts. Therefore not all material in the Prescriptions will be repeated in the Regulatory Section or in job specifications. Conversely there is material in some job specification which is not derived from the Prescriptions but is included in the Regulatory Prescriptions for the sake of completeness.

Assessments on Environmental Program

Comments on the contents of this Manual (either of correction or omission) should be addressed to:

The Project Manager,
CMP-Minenco Joint Venture

P.O. Box 40171
CASUARINA N.T. 5792.

Phone: 27 9366

or

P.O. Box 94
NORTH BRISBANE. 4000

Phone: 229 6755

Replacement-2

JABIRU - ENVIRONMENTAL PRESCRIPTIONS

The Sections

Administration, Instructions and Distribution.

1. Definitions for Environmental Prescriptions
2. Clearing of Vegetation
3. Roadworks
4. Borrow Pits
5. Other Earthworks
6. Surveying and Geotechnical Investigations
7. Re-Grassing of all Earthworks Areas
8. Other Soil Conservation Measures
9. Construction Village and Service Trades Area
10. Movement of Vehicles and Machinery
11. Public Health
12. Sanitary Landfill Area
13. The Wastewater Treatment Works and Effluent Disposal - Temporary and Permanent
14. Handling of Noxious Chemicals and Disposal of Noxious Wastes
15. Industrial Area
16. The Lake and its Management
17. Fire Management
18. The Plant Nursery
19. Introduced Plants and Animals
20. Environmental Monitoring
21. Regulatory

Distribution of the Manual

The initial list for distribution of the Manual as agreed with the Chairman, Jabiru Town Development Authority is set out below. It is expected that the list will be extended as the scope of the work enlarges on development and management of Jabiru.

Initial Distribution List

- Chairman and Members of Jabiru Town Development Authority.
- Director General, Department of The Chief Minister, Darwin.
- Soil Conservation Commissioner, Darwin.
- Environmental Unit, N.T. Parks & Wildlife Commission, Darwin.
- Secretary, N.T. Department of Transport and Works, Darwin.
- Director, Department of Health, Darwin.
- Secretary, Department of Lands & Housing, Darwin.
- Officer-in-Charge, Alligator Rivers Research Institute, Jabiru.
- Ranger Uranium Mines Pty.Ltd.
- Pancontinental Mining Ltd.
- Noranda Australia Limited.
- CMP-Minenco Joint Venture.
  - Project Manager
  - Deputy Project Manager
  - Environmental Coordinator
  - Town Planning Adviser
  - Architectural Coordinator (Darwin)
  - Senior Design Engineer (Brisbane)
  - Design Coordinator (Darwin)
  - Landscape Architect
  - Construction Manager (Jabiru)
  - Senior Field Engineer (Jabiru)
  - Environmental Control Officer (Jabiru)

EP1/1

JABIRU - ENVIRONMENTAL PRESCRIPTION

DEFINITIONS FOR ENVIRONMENTAL PRESCRIPTIONS

Tree Preservation

Except in areas designated for total clearing, all trees larger than 10 cm diameter (33 cm girth) over bark at 1 m above ground level, and all stems of *Livistona* Palm over 1 m in height, are to be preserved unless individually marked for removal by a person authorised by the Project Manager.

The following types of tree over 10 cm diameter at 1 m above ground level may be marked and removed:

- Trees where more than half of the original canopy is dead.
- Trees in which the trunk below a height of 2 m is substantially rotted through the effects of fire and/or termites.

Where such trees are removed they are to be cut within 10 cm of ground level.

Total Clearing

This is defined as the removal of all natural vegetation with whatever disturbance of the soil is necessary for removal of stumps and roots.

Partial Clearing

This is defined as the removal of trees of less than 10 cm diameter at 1 m above ground level, and *Livistona* Palms less than 1 m in height, together with shrubs. It excludes disturbance of the surface soil by scraping except where this is permitted by a person authorised by the Project Manager. Partial clearing will normally be carried out and maintained by use of a tractor mounted rotary slasher cutting at a height of less than 7 cm.

Soil Scraping

This is the disturbance *in situ* or physical displacement of the surface layer of soil up to a depth not exceeding 5 cm as necessary for removal of shrubs and small trees. It is to be carried out only in areas approved by a person authorised by the Project Manager.

EP1/1

Topsoil

This is defined as the layer of soil extending from the surface to a depth of 20 cm irrespective of the nature of the soil material involved.

Grassing

This is defined as the establishment of a permanent cover of grass or grasses according to the prescription supplied for use at Jabiru.

CAMERON McNAMARA-MINENCO

J.E. COALDRAKE

for Project Manager

23 February, 1979.

EP2/1

JABIRU - ENVIRONMENTAL PRESCRIPTION

CLEARING OF VEGETATION

1. Total Clearing

As defined in EP1/1, Total Clearing is the removal of all natural vegetation with whatever disturbance of the soil is necessary for the removal of stumps and roots.

Total Clearing shall be carried out only in designated areas, to the specified width which shall be the width occupied by the completed earthworks plus a further width of not more than one metre on each side. The Project Manager may designate that some individual trees are to be left standing and uninjured. To minimise damage to these designated trees and the surrounding vegetation, trees should be felled generally towards the centre of the area being cleared.

2. Tree Preservation

Except in areas designated for total clearing, all trees larger than 10 cm diameter (33 cm girth) over bark at 1 m above ground level, and all stems of *Livistonia* Palm over 1 m in height, are to be preserved unless individually marked for removal by a person authorised by the Project Manager.

The following types of tree over 10 cm diameter at 1 m above ground level may be marked and removed:

- Trees where more than half of the original canopy is dead;
- Trees in which the trunk below a height of 2 m is substantially rotted through the effects of fire and/or termites.

Where such trees are removed they are to be cut within 10 cm of ground level.

EP2/1

3. Partial Clearing

This is defined as the removal of trees of less than 10 cm diameter at 1 m above ground level, and *Livistona* Palms less than 1 m in height, together with shrubs. It excludes disturbance of the surface soil by scraping except where this is permitted by a person authorised by the Project Manager. Partial Clearing will normally be carried out and maintained by use of a tractor mounted rotary slasher cutting at a height of less than 7 cm.

Material cut by such partial clearing should be left where it lies on the soil surface, unless its removal is authorised by the Project Manager.

4. Disposal of Timber and Refuse

All trees, brush, stumps and the like vegetative material cut during clearing of vegetation should be removed from the construction area and dumped in an area designated by the Project Manager. Such material shall not be burned unless under the written direction of the Project Manager. If the designated dump site is the Sanitary Landfill Area, it shall not be burned off. Any burning permitted shall be carried out in such a manner as to avoid damage to standing timber and other vegetation.

Any non-combustible material shall be disposed of in the Sanitary Landfill Area.

CAMERON McNAMARA-MINENCO

J.E. COALDRAKE
for Project Manager
15 April, 1979.

EP3/1

JABIRU - ENVIRONMENTAL PRESCRIPTION

ROADWORKS

The design criteria set out below have been agreed to by the Soil Conservation Commissioner, Lands Conservation Branch, N.Territory Parks & Wildlife Commission, Darwin. The Soil Conservation Commissioner (S.C.C.) is under legal obligation to oversee all works involving disturbance of land at Jabiru. His obligations and powers over-ride the statutory authority of J.T.D.A. in those matters relating to soil conservation. It is vital that the standards agreed to by the S.C.C. should be observed.

Roads

Roads are to have batter slopes from the formation to the table drains not steeper than 1 in 4 (25% or 14°) in ordinary sections of roadway. At culverts, and in cut or fill, slopes of cuts and road edges may be at 1 in 2 (50% or 26°). Where such slopes have a vertical height of less than 1 metre they may be stabilised by standard grassing treatment; for vertical heights exceeding 1 metre these slopes will be stone pitched or given equivalent protection.

Turn-out drains from the table drains will follow the contour unless otherwise permitted at particular sites. Removal of timber and other natural vegetation shall be only as necessary for establishment of the turn-out drains.

All earth surfaces remaining bare at the completion of road construction (i.e. excluding the pavement and stone-pitched areas) are to be treated as soon as possible by the standard grassing treatment according to the approved prescription. Timing of re-grassing should be according to the approved schedule.

Total clearing for roads is not to extend more than 1 metre beyond the design line for the outer edge of the table drain.

Until otherwise instructed timber and other debris from road clearing is to be dumped in the old borrow-pits on the town lease area adjoining the Arnhem Highway and the new Jim Jim Road.

CAMERON McNAMARA-MINENCO

J.E. COALDRAKE
for Project Manager
23 February, 1979.

Replacement

EP3/2

Rev.1.

JABIRU - ENVIRONMENTAL PRESCRIPTION

ROADWORKS

Roads within the Subdivisional Areas

On the design layout, the road alignment includes the road carriageway, the footpaths and any services set within these limits. The carriageways will be bounded by kerb and channel.

In this context the criteria outlined in EP3/1 still apply. These are the requirements to design batter slopes within the alignment to slopes less than 1 in 4 (25% or 14°) in ordinary sections of roadway. At culverts, and in cut or fill, slopes of cuts and road edges may be at 1 in 2 (50% or 26°). Where such slopes have a vertical height of less than 1 metre they may be stabilised by standard grassing treatment; for vertical heights exceeding 1 metre these slopes will be stone-pitched or given equivalent protection.

All earth surfaces remaining bare at the completion of road construction (excluding the pavement and stone-pitched areas) are to be treated as soon as possible by the standard grassing treatment according to the approved prescription. Timing of re-grassing should be according to the approved schedule.

Total clearing for roads is not to extend more than 1 metre beyond the design line of the outer edge of the design earthworks limit.

Cleared timber and other debris from road clearing is to be dumped in a site designated by the Project Manager.

CAMERON McNAMARA-MINENCO

J.E. COALDRAKE

for Project Manager
16 May, 1979.

EP4/1

JABIRU - ENVIRONMENTAL PRESCRIPTION

BORROW PITS

Any sites for new borrow pits on the town lease area will be only as authorised by agreement between the Project Manager and the Environmental Coordinator.

Existing borrow pits on the town lease area may be deepened for winning of new material. Such deepening is to be only within the area already cleared. Apart from re-establishing an access track to a borrow pit there is to be no further clearing around existing borrow pits unless authorised by the Project Manager and Environmental Coordinator.

Borrow pits may be used for dumping of timber and other debris from road clearing and other clearing.

Material dumped in borrow pits may be burned or left unburned at the discretion of the Project Manager.

When borrow pits are filled to ground level they are to be covered with 20 cm of topsoil and grassed according to the standard prescription. These areas will then be left to invasion by native plants.

CAMERON McNAMARA-MINENCO

J.E. COALDRAKE
for Project Manager
23 February, 1979.

EP4/2

JABIRU - ENVIRONMENTAL PRESCRIPTION

BORROW PITS

The limited reserves of suitable earthern materials available in the town area have made it necessary to expand the borrow areas already present.

1. Expansion of excavation is permitted in existing borrow pits to the south of the Arnhem Highway, within the town area, provided they are not expanded towards the highway alignment, hence preserving a buffer area at least 100 m wide along the highway. The permitted maximum dimensions for these expanded pits is 200 m by 100 m with the longer axis parallel to the highway.

A minimum width of 100 m of uncleared vegetation must remain between any pair of borrow pits at the conclusion of the expansion.

2. The existing pits to the north of the highway may also be expanded having due regard to the wet season drainage problems which may develop and having regard for the use of the eastern pit as the Sanitary Landfill Area.

3. Should it become necessary to win further earthern materials from the town area, sites where total clearing and some excavation are necessary for other purposes should be considered. These sites include the Drive-in Cinema and areas adjacent to the Industrial Area.

4. In all cases where borrow is to be won, the clearing of vegetation should be kept to the minimum necessary to win the materials..

CAMERON McNAMARA-MINENCO

J.E. COALDRAKE
for Project Manager,
19 June, 1979.

EPS/1

JABIRU - ENVIRONMENTAL PRESCRIPTION

OTHER EARTHWORKS

Trenching

When trenching for sewerage lines, stormwater drains, power lines, or any other reason where trenches are to be backfilled, the topsoil is to be taken off and stored as a separate layer. When backfilling the trench the topsoil is to be put back as the top layer. "Topsoil" is defined as the material in the top 20 cm of the soil profile.

The standard grassing treatment is to be applied according to the approved prescription and timetable.

CAMERON McNAMARA-MINENCO

J.E. COALDRAKE

for Project Manager

23 February, 1979.

EP6/1

JABIRU - ENVIRONMENTAL PRESCRIPTION

SURVEYING & GEOTECHNICAL INVESTIGATIONS

Prescription for Initial Survey for Access Road in the Town Lease Area. (Extract from Brief).

The Surveyor is to recognise the environmental sensitivity of the Project Area with regard to the Kakadu National Park. The only disturbance which can be permitted off existing roads is confined to foot traffic, hand brushing of site lines and the felling of only those trees which are necessary to carry out the survey.

The Surveyor and his employees will not be permitted to camp on site and must liaise through the Authority to park caravans in the lease area occupied by Ranger Uranium Mines Pty.Ltd.

CAMERON McNAMARA-MINENCO

J.E. COALDRAKE

for Project Manager

17 January 1979.

EP6/2

JABIRU - ENVIRONMENTAL PRESCRIPTION

GEOTECHNICAL SITE INVESTIGATION

Access to the site on the south side of the Arnhem Highway must be solely along the line of the main access road.

Access to the site on the north side of the Arnhem Highway must be solely along the route indicated for the future road serving the industrial area.

Access to the former borrow pit which is designated as the site for the rubbish tip must be solely along the indicated route of the future road through the industrial area.

Access to the former borrow pit must not be via the existing access track direct from the Arnhem Highway.

Access to examination sites for pits or bores that are not on presently pegged surveyed roadways is to be by a single vehicle track used for entry to the site and exit from the site. Multiple movements along surveyed roadways are to be confined to a single track until such time as the roadway is cleared.

The tree preservation order will apply. All trees larger than 10 cm diameter (33 cm girth) over bark at 1 m above ground level and all stems of *Livistona* Palm over 1 m in height are to be preserved. The penalty for breach of this condition shall be $100 (one hundred dollars) per tree.

All pits dug by a backhoe or any other means are to be completely refilled when examination and sampling is completed unless otherwise instructed by the Project Manager.

Topsoil is defined as the layer of soil extending from the surface to a depth of 20 cm irrespective of the soil material involved. With back-hoe pits topsoil is to be taken, stored separately and replaced in position as the top layer when the pit is filled in.

The size of excavation for pits is to be not more than 5 m long by 1 m wide. Apart from the access track to a pit site the total area of disturbance of vegetation around each pit shall not extend more than 7 m beyond each end and not more than 5 m out from each side.

EP6/2

Site markers as required by the Project Manager may be left at each site. All other working materials and litter such as containers, paper, plastics and cans are to be removed. If the contractor desires litter may be buried on the site designated as the starting area for the rubbish tip.

No engine sump oil or other waste lubricants are to be left on the site or disposed of at the rubbish dump.

Notwithstanding anything stated in the conditions above the only activity permitted within the 100 m buffer strip from each edge of the Arnhem Highway will be passage across a single vehicle track, access to existing borrow pits, and examination of them including any excavation necessary. No further clearing is permitted beyond the present boundaries of existing borrow pits.

CAMERON McNAMARA-MINENCO

J.E. COALDRAKE

for Project Manager

7 March, 1979.

EP7/1

JABIRU - ENVIRONMENTAL PRESCRIPTION

RE-GRASSING OF ALL EARTHWORKS AREAS

Interim Note on Grassing Prescription

The requirements for grassing stand as presented in the Advanced Design Study - Environmental Assessment Appendix B "Guidelines and Prescription for Grass Establishment in Areas Disturbed by Engineering Works".

We understand that another grass species which is suitable for grassing in some circumstances is now permitted in the Town Area by A.N.P.W.S. This grass Rhodes grass *(Chloris gayana)* will be added to the prescription at a later date when the whole Grassing Prescription will be reviewed in light of timing of works and other special circumstances.

For the time being it can be taken that the grassing prescription remains as published in the Environmental Assessment after approval in 1978 by the Soil Conservation Commissioner, Darwin.

CAMERON McNAMARA-MINENCO

J.E. COALDRAKE

for Project Manager

23 February, 1979.

EP 7/2

JABIRU - ENVIRONMENTAL PRESCRIPTION

RE-GRASSING OF ALL EARTHWORKS AREAS

Guidelines and Prescription for Grass Establishment in areas disturbed by Engineering Works

This Prescription supercedes the requirements for grassing presented in the Advanced Design Study - Environmental Assessment Appendix B.

Introduction

The objective is to obtain a complete cover of plant material as quickly as possible. This is achieved by planting, fertilizing, watering and mowing the area in a sequence which requires attention to timing and continued maintenance. The sequence passes through several phases with varying intensities of activity. Therefore the overall control of the activities should be planned to ensure the sequence can be maintained. It takes a minimum of 12 weeks to get a regrassed area to a state which can be considered self-maintaining.

There are two basic stages in the process in the wet season. These are:

(a) A cover crop that gives substantial leafy cover to reduce raindrop impact and a first measure of root binding within 2 to 3 weeks of germinating. For this purpose an annual crop is used for wet season planting.

(b) A perennial coarse grass with runners which can grow rapidly, spread under the cover crop and then take over the main function as cover and binding.

In the dry season there is no need to plant the cover crop and so a perennial coarse grass can be planted direct to give the cover binding.

Further protection can be afforded by including hydromulch in the prescriptior This provides a complete crust cover which protects the soil surface until the grass species have established their cover and binding.

EP7/2

Limitations

Success in grassing will be moderated by the weather conditions. Extreme heat or excessive rain will obviously limit success. Therefore wet season plantings should incorporate a cover crop to provide a measure of protection to the soil surface as quickly as possible; that is the season will dictate the actual planting mix used. Additionally the use of specialised "hydro-mulch" will reduce the risks of establishment failure, especially on particularly erosion prone areas such as steep batters.

These guidelines have been prepared for application to the Jabiru township area and should not be applied uncritically elsewhere.

It is recommended that the maximum area started in treatement at any one time should be less than 0.5 hectare. This limitation relates particularly to the need to water the sown area to aid establishment and growth of the grasses.

However, it is recommended that wherever practicable regrassing be initiated immediately engineering activities are completed in a particular area, irrespective of the month of the year, to assist in minimising the dust nuisance problem. During the wet season of October 1st to April 30th (inclusive) the treatment of any area of completed earthworks associated with roads, sewerage, drainage, other services and open space should have proceeded to the completion of the application of seed and the initial dressing of fertilizer within 7 days. In the dry season of May 1st to September 30th (inclusive) the treatment of any area of completed earthworks should have proceeded to the completion of the application of seed and initial fertilizer dressing within 30 days.

All operations should be undertaken with normal agricultural or landscaping type machinery with the possible exception of topsoil stripping. The use of wheeled tractors will ensure more reliable distribution of seed, fertilizers and other chemicals by use of calibrated machinery.

All operations will be under the supervision of the Project Manager or his delegate and will be overseen by a Soil Conservation Officer of the Lands Conservation Branch in the Northern Territory.

Topsoil

As only dryland areas are to be disturbed by engineering work, topsoil may be stripped from the area to a depth of 20 cm. To ensure adequate supplies of topsoil for regrassing operations, it is preferable to strip all of the area that is to be disturbed, excavated or covered with fill and not just the area to be excavated.

EP7/2

The pre-stripping clearing need not remove all vegetation, though it will assist later spreading of the soil if no roots, branches and the like in excess of 5 cm diameter and 10 cm length are present. Thus grasses and shrubs up to 2.0 m in height may be left in the topsoil at the operators option.

This topsoil should be stockpiled away from drainage lines and areas where it may be subject to wetting by groundwater. The maximum time for storage of topsoil should be not more than 6 months.

Chemical testing of topsoil is not necessary since the types and quantities of fertilizer recommended will provide adequate nutrition for the grasses specified. It should be recognised that most soils in this area are of low fertility status (see Story, *et.al.*, 1976).

It is assumed that imported topsoil will not be available at Jabiru because it is surrounded by National Park. Most of the soils of the area are of adequate depth, though of low fertility status, and so there is little advantage to be gained in importing soil to a particular site.

Subsoil

Where the surface to be spread with topsoil has been compacted by the passage of construction equipment, the surface should be scarified to a depth of 10 cm before spreading the topsoil. The number of passes and the spacing of the tynes on the implement shall be such as to ensure that the complete area is loosened.

Soil Spreading

If a layer of topsoil is to be placed on the prepared surface of the area to be grassed, this layer should be at least 10 cm thick and conform to the design profile of the area. The area topsoiled at any one time preferably should not exceed 0.5 hectare. However, any area disturbed by earthworks should not be left untreated after completion of the work for more than 7 days in the wet season or 30 days in the dry season. Treatment should have proceeded to the seeding and initial fertilizing by this time.

Due allowance should be made for some compaction of the spread topsoil as a result of later traffic in watering, planting, fertilizing and the like. In areas to be lain with turf, allowance should be made, in establishing the desired profile, for the 3 cm thickness of the turf-sod.

EP7/2

Seeding

The seed mixture to be planted should vary with the seasons and the final use of the area being grassed.

In the dry season of May 1st to September 30th (inclusive), the following should be sown at the stated rates:

Bahia grass	*(Paspalum notatum)*	at 20 kg/ha
Pangola grass	*(Digitaria decumbens)*	as vegetative sprigs.
or		
Bahia grass	*(Paspalum notatum)*	at 20 kg/ha
Rhodes grass	*(Chloris gayana)*	at .5 kg/ha

In the wet season of October 1st to April 30th (inclusive), the following should be sown at the stated rates:

Dwarf Sorghum	*(Sorghum vulgare)* (hybrid)	at 4 kg/ha
Bahia grass	*(Paspalum notatum)*	at 20 kg/ha
Pangola grass	*(Digitaria decumbens)*	as vegetative sprigs.
or		
Dwarf Sorghum	*(Sorghum vulgare)* (hybrid)	at 4 kg/ha
Bahia grass	*(Paspalum notatum)*	at 20 kg/ha
Rhodes grass	*(Chloris gayana)*	at 5 kg/ha

The Sorghum must be used as the cover crop in the wet season in all situations. The choice of Pangola grass or Rhodes grass with the Bahia grass depends on the final use requirements of the area. The Bahia/Pangola mix should be used in areas to become formal lawns or where surface water flows are expected (i.e. grassed drainage channels and table drains). The Bahia/Rhodes mix should be used in other areas just requiring grassing.

Certified seed should be used to prevent unintentional introduction of weeds. Seed bags and labels should be retained for inspection. Seed should not be stored on site for more than 6 weeks as it is most desirable to plant the seed as soon as it is delivered from the seed merchant.

Planting of the seed will vary with the type of implement available.

(a) Use of a fertilizer/seed drill with a separate box for grass seed.

The Bahia and/or Rhodes grass seed should be sown *on the surface*. The seed of the cover crop used in the wet season should be drilled in to a depth of 2.5 to 5 cm. The fertilizer should be drilled in to a depth of 2.5 to 5 cm. A fertilizer/seed drill with a separate box for grass seed would enable all of these things to be done in a single pass of the machine. A light covering harrow or chain should be attached to the back of the drill. If no grass seed box is available the fine seed should be broadcast by hand and this should be done after the fertilizer and cover crop are sown.

(b) Use of a tail mounted spinner for broadcasting.

Because of the different weight of the fertilizer, cover crop seed (if sown), and grass seeds they are thrown to different widths if put through a spinner together. This results in ribbons of land receiving no seed. Thus if a spinner is used it will be necessary to make several passes; one with the fertilizer, one with the cover crop seed in the wet season, and one with the Bahia and/or Rhodes grass seed. A light covering harrow or chain should be used after the final pass to cover the seed.

A fertilizer/seed drill with a separate box for grass seed is preferred.

When Pangola grass is used the normal method of planting will be by spreading on the surface of chopped grass harvested with a rotary slasher or equivalent machine. This chopped grass should be spread before the passage of the fertilizer/seed drill so that some covering is achieved. The rate is at two and one half 5-tonne truck loads of chopped material per hectare (i.e. 1 truck load per acre).

On areas of increased erosion hazard, Pangola grass should be sprigged into the soil surface immediately the seeding and fertilizing is completed and before hydromulching. This should be done carefully to ensure plant root material - soil contact and at centres such that no more than 15 cm of bare soil is between sprigs in any row with rows 0.6 metres apart. The rows should be along the contour i.e. across the slope. The sprigs should be planted out within 24 hours of being cut from nursery stock.

Sprigging or seeding on particularly erosion prone areas such as steep batters should be done in passes parallel to the contour, especially when using the seed drill. However, it may be desirable in some instances to turf such steep batters with turf sods of cut Pangola grass, unless they are to be stonepitched.

Alternatively hydromulching is an efficient way to ensure a minimum of erosion. Hydromulching has several features which make it a particularly desirable technique for use in this situation. Of considerable advantage is the creation of the mulch-crust on the soil surface which almost guarantees th there is no soil erosion even on steep slopes.

In this situation it will be easier for the fertilizer and seed broadcasting to be done prior to the mulch application. The mulch material should be a light coloured synthetic (Curasol) rather than any dark coloured material (Treolas). If a fibre material is necessary, it should be paper and not stra because of the risk of introducing weed species to the area.

EP7/2

The rates of application of fertilizer and seed should be those stated elsewhere in this script for the normal agronomic techniques.

Pangola grass, if it is required in any particular area, should be spread or sprigged into the area to be mulched prior to the application of the mulch.

Therefore, when hydromulching is to be applied, Curasol shall be applied at a rate of 375 kg of concentrate in a mix with 17 000 litres of water applied to each hectare to be treated. The mulch should be applied after all seeding, fertilizing and other preparations have been completed.

The spray mix should be applied from a boom spray, with nozzles set at 18 cm spacings, or a hand spray on a flexible hose through Copley No.A3 or No S1 or No S2 bitumen nozzles.

The spray unit should be flushed out with water after each spraying.

The species selected for this protective planting have been chosen on the basis of known ability to mitigate erosion, adaptability to the Jabiru environment in managed conditions but lack of persistence in unmanaged or in-the-wild conditions. For these reasons it is recommended that only these species be used and particularly that none of the species in the genus *Brachiaria* be used.

Fertilizing

At sowing, a dressing of a mixed fertilizer of high analysis for nitrogen shall be applied. This should be a 10:5:5 analysis fertilizer or near equivalent in a standard commercial mixture such as Q11 or Fertica. It should be applied at a rate of 400 kg/ha.

Further dressings of the nitrogenous fertilizer Nitram should be applied at the rate of 100 kg/ha at 6 weeks, 10 weeks and 14 weeks after planting. In these instances the fertilizer should be broadcast before mowing of the grass. These maintenance fertilizer applications should be broadcast and watered into the soil.

Fertilizer bags and labels should be retained for inspection. Fertilizer should not be stored on site for more than 8 weeks.

Therefore the fertilizer programme is:

At sowing, mixed fertilizer (Q11)	400 kg/ha
At 6 weeks, nitrogen fertilizer (Nitram)	100 kg/ha
At 10 weeks, nitrogen fertilizer (Nitram)	100 kg/ha
At 14 weeks, nitrogen fertilizer (Nitram)	100 kg/ha

Watering

Throughout this section the stated quantities of water applied should augment the natural rainfall of the preceding 48 hours (i.e. natural rainfall plus watering equals the amounts stated). In situations where the grassing of the works area does not have to lead to a lawn-like appearance, it may not be necessary to water the sown areas after the 10th week as stipulated in this programme.

The area to be sown should receive 25 mm of water, after the topsoil has been spread but within 48 hours before sowing of the grass seed and planting the sprigs.

Immediately after sowing, fertilizing and sprigging the area should again receive 25 mm of water.

In the following week the planted area should receive 25 mm every second day.

For the next 3 weeks the area planted should receive 25 mm at least once a week.

In all cases of watering, the 25 mm is to be applied over a period of not less than 1 hour.

It may be desirable to continue watering on an occasional basis such that if there is no rain for two weeks the established grass areas are watered. It will be necessary to water the area in the 14th week after planting to assist the infiltration of the fertilizer.

The watering can be done with any type of sprinkler. The quantity of water applied at each watering should be measured with the use of three of four rough rain gauges such as jam tins which are moved along with the sprinklers.

A water truck may be suitable, with minor adjustments, for watering along road verges.

Mowing

The basic aim in the mowing programme is to encourage the sprawling growth of the grasses. This is done by progressively lowering the height of the cut. A normal tractor powered slasher will be adequate for the mowing operations until the grass cover is complete (probably at about 15 weeks) when a gang mower could be used. However, where a lawn appearance is not necessary in a particular situation, this programme of mowing may not be necessary after the third cut in the 12th week and this will lead to the dominance of the Pangola grass or the Rhodes grass depending on the planting mix.

There should be no mowing for 8 weeks after planting. The first cut should be at about 15 cm height above ground level.

The second cut should be during the 10th week at a height of 10 cm.

The third cut should be during the 12th week at a height of 10 cm.

All subsequent cuts should be at a height of 10 cm and no more frequently than once a week with the frequency governed by the growth and density of the grass cover.

All trash should be left where it falls at each time of cutting.

If lawn-like grass cover is required, the mowing height may be reduced but never to less than 5 cm above ground. The reduced mowing height will lead to the dominance of the Bahia grass.

Once through the establishment phase under the initial contract, mowing height can be adjusted to whatever is needed for the area.

Turfing

In particularly erosion prone areas such as steep batters it may be desirable to lay turf of Pangola grass to obtain stability more quickly if stone pitching is not to be used. Alternatively such areas could be hydromulched using the seed and fertilizer as specified for the normal plantings.

The area to be turfed should be watered within the 48 hours before the turf is laid so that it receives at least 25 mm.

Turfs of Pangola grass should be cut such that they retain a root mass at least 2.5 cm thick. The area from which they are obtained should be weed-free and receive a watering of at least 25 mm within 24 hours before cutting.

The turf should be laid out within 24 hours of being cut. This time limitatic and the preparatory work required will lead to the need to develop a turf-farm/nursery in the town area to allow quick supply of turf, sprigs and chopped material.

On slopes the line of the laying should parallel the contour of the slope.

The newly laid turf should be watered immediately and be subject to the same watering programme as areas which are seed planted and sprigged.

The fertilizing programme used should also be the same as the seed planted areas, with the initial mixed fertilizer dressing being applied immediately after laying and prior to the first post-laying watering.

Mowing should not be attempted for 4 weeks and thereafter at a frequency not greater than once a week with that frequency governed by the growth of the grass. All mowing should be at a height of 10 cm, except where a lawn appearance is required which may be achieved with a cut height minimum of 5 cm.

Temporary Tracks Grassing

Tracks of a temporary nature established by movement of motor vehicles or machinery off the surveyed roadways, under the expressed permission of the Project Manager, will be treated in the following manner.

All off-road routes established during the dry season should be treated during the last 2 weeks of October each year. Routes established during the wet season (October 1st to April 30th inclusive) should be treated within 7 days of cessation of their use.

Treatment should be in the form of hand broadcasting of the mixed high nitrogen analysis fertilizer specified in this script at a rate of 200 kg/ha and hand broadcasting of seed of Bahia grass and Rhodes grass, each at rates of 5 kg/ha. The seed and fertilizer should be broadcast only on those areas 'disturbed' by the vehicle movements and then lightly covered by hand raking over the 'disturbed' areas.

No post planting treatment is required.

Borrow Pits Grassing

The existing borrow pits in the town lease area which provided material for the construction of the Arnhem Highway can be used to dump timber and other debris cleared from the town area during the initial construction activities. Some of these pits may also be deepened to provide construction material for use in the town. New borrow pits may also be opened up in the town lease area to provide material for use in the town.

In each of these cases, when the pit has been refilled to within 20 cm of the surrounding ground level or no more material is required to be excavated from a pit, the pit areas should be treated in the following manner.

For refilled pits, the fill is to be lightly compacted to ensure no further substantial settling of the fill.

EP7/2

In disused borrow pits, the pit floor and sides are to be shaped to ensure that no slopes are greater than 1 in 3 and are to be scarified to a depth of 10 cm with tynes set to ensure the complete area is loosened.

These prepared surfaces are then to be covered with a layer of topsoil at least 10 cm in thickness.

The area should then be sown to Bahia grass and Rhodes grass at the rates set out earlier in this script. Dwarf Sorghum should be included in any sowing undertaken during the wet season.

At sowing a dressing of a mixed high nitrogen analysis fertilizer (10:5:5 or near equivalent) shall be applied at a rate of 400 kg/ha.

A further dressing of the nitrogenous fertilizer Nitram should be applied at a rate of 100 kg/ha at 6 weeks after planting.

Watering of the planted area should be undertaken on the basis of providing 25 mm prior to and just after seeding, twice a week for the next 3 weeks and once a week for the next 3 weeks with the last watering occurring after the application of the nitrogen fertilizer in the 6th week after planting.

No other treatment is required as it is anticipated that these areas will be invaded by native plant species.

CAMERON McNAMARA-MINENCO

J.E. COALDRAKE
for Project Manager
27 March, 1979.

EP8/1

JABIRU - ENVIRONMENTAL PRESCRIPTION

OTHER SOIL CONSERVATION MEASURES

Prescriptions in this section should also be read in conjunction with Prescriptions in Section 7 and especially EP7/2.

1. Drainage

1.1 Turnout drains from the table drains on rural-type roads, such as the main access road, will follow as far as possible the contour unless otherwise permitted at particular sites.

1.2 Designs for drainage from the urban type development in the town shall include, at appropriate locations, stilling basin structures to allow settling of any carried sediment. These structures will be capable of periodic clearing.

The designs for drainage shall also include energy dissipating structures at all points where stormwater is to be discharged out of formalised structures into natural drainage channels. These structures shall ensure that the velocity of discharge of flows from the structure, at all times, is less than 1 metre per second.

2. Bunding

2.1 On the downslope sides of areas which are to be totally cleared in the initial stages of construction of the town, a bund structure is to be constructed at the time of clearing. This bund is to be retained in working order until the stormwater drainage system in the area, including stilling basins, is fully operational. The areas to be bunded include the Construction Village and the Service Trades Area.

These bunds are further explained in EP9/1 and are aimed to pond overland flow rather than direct the flows into natural drainage channels.

CAMERON McNAMARA-MINENCO

J.E. COALDRAKE

for Project Manager

3 April, 1979.

EP9/1

JABIRU - ENVIRONMENTAL PRESCRIPTION

CONSTRUCTION VILLAGE AND SERVICE TRADES AREAS

Construction Village

The temporary buildings in the Construction Village area will be arranged in groups in a manner to be decided by the Project Manager. The total clearing necessary to provide space for each group of buildings and car parks is not to exceed 0.5 hectare. These cleared building areas are to be separated by strips of "partially cleared" natural vegetation at least 30 metres wide.

"Partially cleared" is defined as removal of shrubs and of trees up to 10 cm diameter at 1 metre above ground level and *Livistona* Palms less than 1 m in height. This clearing should be done with a tractor mounted rotary slasher cutting at a height of less than 7 cm.

Clearing for building areas may extend to:

- The edge of the buffer strip along the main town access road.
- The northern boundary of the plant nursery area.
- Within 30 metres of the collector road on the southern boundary of the construction village area.
- The surveyed boundary of the construction village area on the eastern side.
- Within 30 metres of the collector road on the north-eastern boundary.
- The edges of all internal roads.

Bunding

The collective area embracing the Construction Village, the Nursery Area, and the Service Trades Area is to be bunded on the downslope sides to reduce mass flow of runoff from storms during early activity on the site. The bunds are to be retained in working order until the stormwater drainage system from this area is fully operational including stilling basins.

EP9/1

The bunds are to be at 1 m high at the low point along the collector road and taper to 0.5 m at each end. They are to be constructed with a drain adjoining the upslope edge of the bunds. The main length of the bunds will be on the upslope side of the collector road which forms the south-eastern boundary of the areas involved. The bund should extend upslope at either end of this collector road. Sketch plans for the layout of the bund are attached.

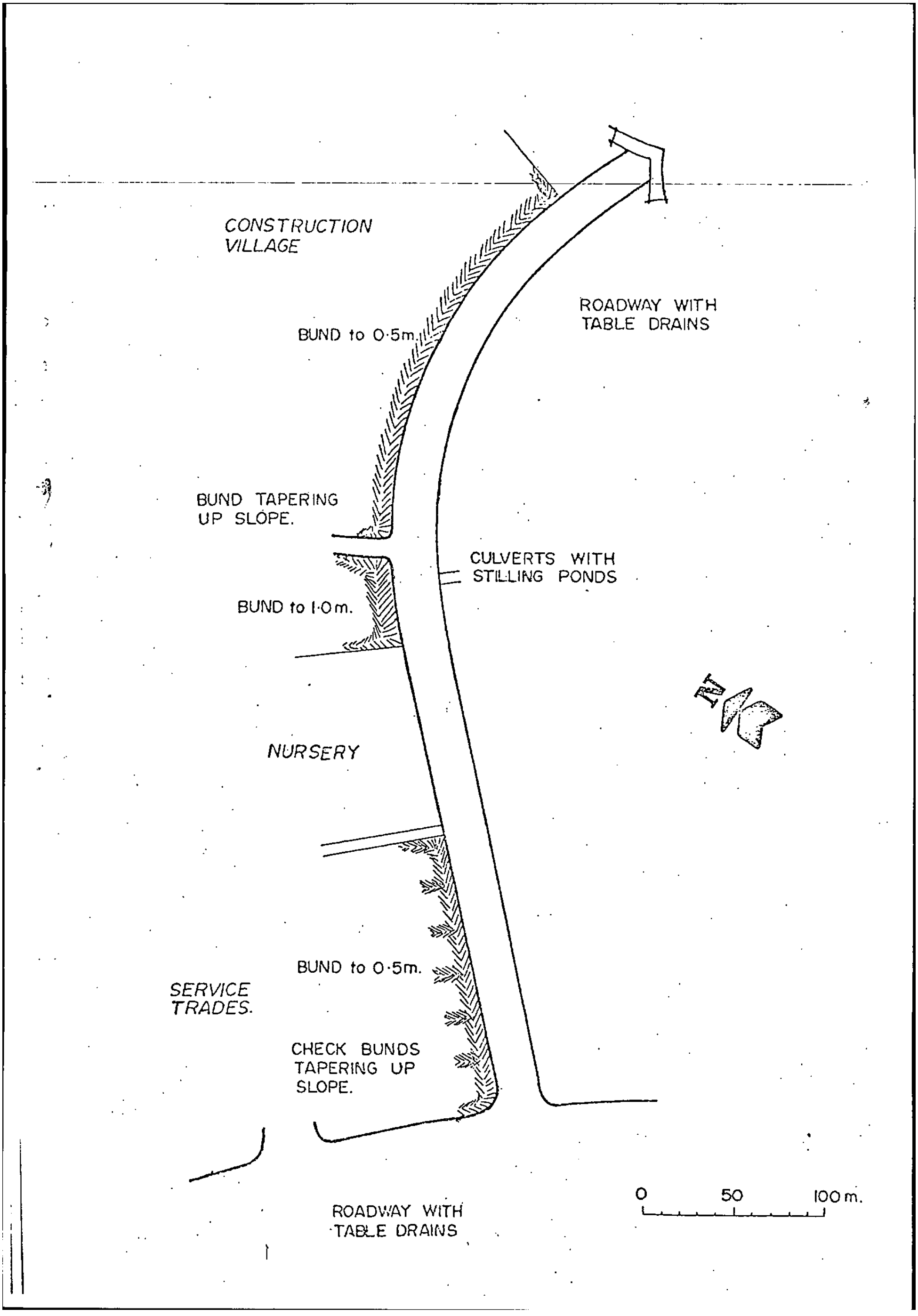
In the area of the Service Trades the bund is to have a series of short upslope sections to prevent excessive across-slope flow of water along the bund. This check bund should be 15 m long and taper upslope of the bund. (See sketch plan).

Service Trades Area

The service trades area may be totally cleared.

CAMERON McNAMARA-MINENCO

J.E. COALDARKE
for Project Manager
23 February, 1979.


CONSTRUCTION VILLAGE
BUND to 0·5m.
ROADWAY WITH TABLE DRAINS
BUND TAPERING UP SLOPE.
CULVERTS WITH STILLING PONDS
BUND to 1·0m.
N
NURSERY
BUND to 0·5m.
SERVICE TRADES.
CHECK BUNDS TAPERING UP SLOPE.
0
50
100 m.
ROADWAY WITH TABLE DRAINS

Form 32

Section 65

Land Title Act
REGISTRAR-GENERAL'S DIRECTIONS

DARWIN OFFICE
15 NOV 2006
AUSTRALIA

NORTHERN TERRITORY OF AUSTRALIA

DL00626875D

NT STAMP DUTY 17/10/06
1496 10572264 USE ONLY UNDER
SDA SCHEDULE 1 ITEM 12(L)(A)

Commissioner of Taxes use only

Dealing Number: **626675** Lodged 19/10/2006 at 14:14:07
Dealing Type: SL By CASH
Volume 667 Folio 737 etc. Fee $ 2890.00 Receipt 155608

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 1 – 2)

ESTATE AND INTEREST — Lease being subleased: Number: 112372 (NOTE 3)

Register	Volume	Folio	Location	Lot Description	Plan	Unit
			Refer schedule attached			

(NOTE 4)

INTEREST BEING SUBLEASED — That part of the land held under lease 112372 described in the attached schedule. (NOTE 5)

AMOUNT PAYABLE OR OTHER CONSIDERATION — $1.10 (inclusive of GST) | GST AMOUNT $0.10 (NOTE 6)

OWNER OF THE LEASE — **Jabiru Town Development Authority** (NOTE 7)

TENANT — **Jabiru Town Council** (NOTE 8)

TENANCY — Not applicable (NOTE 9)

TERM OF SUBLEASE

Commencing:	Expiring:	Right of Renewal:
1 July 2001	30 June 2021	Yes

(NOTE 10)

CONSENTS — Director of National Parks (NOTE 11)

The Common Seal of **Jabiru Town Development Authority** was affixed:
on (Date) 27.4.2006
In the presence of:
NICK SCARVELIS — GREG BOND
Name — Name
C.E.O. — EC. SUPPORT
Position Held — Position Held

The Common Seal of **Jabiru Town Council** was affixed:
on (Date) 28.3.2006
In the presence of:
WILLIAM ROBERT STUTHERS — CRAIG FOSKETT
Name — Name
MANAGER — Acting CEO
Position Held — Position Held

(NOTE 12)

JABIRU TOWN DEVELOPMENT AUTHORITY THE COMMON SEAL OF

THE COMMON SEAL OF JABIRU TOWN COUNCIL

NORTHERN TERRITORY OF AUSTRALIA REGISTRAR GENERAL

Registered on 20/10/2006 at 9:23
Legal\101815983.1

CONSENT OF INTEREST HOLDERS

Instrument type: .....

Instrument No: .....

Name of Parties: Director of National Parks

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.: .....

DIRECTOR OF NATIONAL PARKS Official Seal

Jonathan Keith KNIGHT
Commissioner for Oaths
Darwin International Airport
Ph: (08) 8920 1889

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.: .....

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.
- ☑ To comply with the provisions annexed to this lease.

SCHEDULE OF NOTES

1. 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. The sublease must show the imprint of the Commissioner of Taxes (Stamp Duty). If the words "owners" 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.
2. If there is insufficient space in any panel use the space above or an annexure sheet (Form 95).
3. Insert the number of the Lease being sub-leased or under-leased.
4. 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.
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 7 of the *Planning Act*.
6. Pursuant to Section 66 (1)(c) of the *Land Title Act* include an acknowledgement of the amount paid or details of other consideration. For the GST amount, if the sublease is subject to the margin scheme and the GST amount is unknown insert "margin scheme" in the box provided.
7. 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.
8. Insert full name of the tenant and an address for the service of notices. The address can be a postal address.
9. If two or more buyers, 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. Details of dates of commencement and expiry must be shown. If there is a right of renewal, show "Yes" (if not) "No".
11. Consents by prior registered interests 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 Direction.

PRIVACY STATEMENT – LAND REGISTER FORMS

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

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Schedule

Register	Volume	Folio	Location	Lot Description	Plan	Unit
CUFT	667	737	Town of Jabiru	883	LTO82/050	
CUFT	667	738	Town of Jabiru	890	LTO82/034A	
CUFT	667	739	Town of Jabiru	898	LTO82/034A	
CUFT	667	740	Town of Jabiru	899	LTO82/034A	
CUFT	667	741	Town of Jabiru	900	LTO82/034A	
CUFT	667	294	Town of Jabiru	948	LTO82/042	
CUFT	667	299	Town of Jabiru	953	LTO82/044	
CUFT	~~667~~ 655	949	Town of Jabiru	958	LTO84/105	
CUFT	667	316	Town of Jabiru	959	LTO84/105	
CUFT	667	317	Town of Jabiru	960	LTO84/105	
CUFT	667	318	Town of Jabiru	961	LTO84/105	
CUFT	667	041	Town of Jabiru	965	LTO86/101	
CUFT	667	042	Town of Jabiru	966	LTO87/045	
CUFT	667	043	Town of Jabiru	967	LTO87/045	
CUFT	667	044	Town of Jabiru	968	LTO87/045	
CUFT	667	045	Town of Jabiru	969	LTO87/045	
CUFT	667	046	Town of Jabiru	979	LTO89/071	
CUFT	667	065	Town of Jabiru	980	LTO93/124	
CUFT	667	129	Town of Jabiru	985	LTO98/110A	
CUFT	667	839	Town of Jabiru	1401	LTO82/070B	
CUFT	667	844	Town of Jabiru	1402	LTO82/036	
CUFT	667	~~845~~ 854	Town of Jabiru	1403	LTO82/034A	
CUFT	667	855	Town of Jabiru	1404	LTO82/034A	
CUFT	667	856	Town of Jabiru	1406	LTO82/040	
CUFT	667	857	Town of Jabiru	1407	LTO82/040	
CUFT	667	823	Town of Jabiru	1408	LTO82/050	
CUFT	667	824	Town of Jabiru	1409	LTO82/050	
CUFT	667	825	Town of Jabiru	1410	LTO82/032A	
CUFT	667	826	Town of Jabiru	1411	LTO82/032A	
CUFT	667	827	Town of Jabiru	1412	LTO82/032A	
CUFT	667	828	Town of Jabiru	1413	LTO82/032B	

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CUFT	667	829	Town of Jabiru	1414	LTO82/033A	
CUFT	667	830	Town of Jabiru	1415	LTO82/033B	
CUFT	667	831	Town of Jabiru	1416	LTO82/033C	
CUFT	667	903	Town of Jabiru	1417	LTO83/034A	
CUFT	667	904	Town of Jabiru	1418	LTO83/034A	
CUFT	667	905	Town of Jabiru	1419	LTO83/034A	
CUFT	667	275	Town of Jabiru	1420	LTO83/034B	
CUFT	667	277	Town of Jabiru	1421	LTO83/034B	
CUFT	667	832	Town of Jabiru	1422	LTO82/032B	
CUFT	667	295	Town of Jabiru	1423	LTO84/042	
CUFT	667	300	Town of Jabiru	1424	LTO84/044	
CUFT	667	301	Town of Jabiru	1425	LTO84/044	
CUFT	667	302	Town of Jabiru	1426	LTO84/044	
CUFT	667	304	Town of Jabiru	1427	LTO84/044	
CUFT	667	285	Town of Jabiru	1428	LTO84/045	
CUFT	667	910	Town of Jabiru	1429	LTO84/038	
CUFT	667	036	Town of Jabiru	1430	LTO84/037	
CUFT	667	296	Town of Jabiru	1431	LTO84/043	
CUFT	667	305	Town of Jabiru	2002	LTO84/044	
CUFT	667	~~835~~ 843	Town of Jabiru	2009	LTO82/040	
CUFT	667	836	Town of Jabiru	2010	LTO82/040	
CUFT	667	837	Town of Jabiru	2012	LTO82/040	
CUFT	667	306	Town of Jabiru	2015	LTO84/044	
CUFT	667	838	Town of Jabiru	2017	LTO82/040	
CUFT	667	307	Town of Jabiru	2023	LTO84/044	
CUFT	667	308	Town of Jabiru	2024	LTO84/044	
CUFT	667	297	Town of Jabiru	2025	LTO84/042	
~~CUFT~~	~~107~~	~~032~~	~~Town of Jabiru~~	~~2026~~	~~LTO82/040~~	
CUFT	667	841	Town of Jabiru	2028	LTO82/040	
CUFT	667	842	Town of Jabiru	2031	LTO82/040	
CUFT	667	843	Town of Jabiru	2032	LTO82/070A	
CUFT	667	309	Town of Jabiru	2100	LTO84/044	
~~CUFT~~	~~667~~	~~037~~	~~Town of Jabiru~~	~~2101~~	~~LTO84/037~~	
CUFT	667	311	Town of Jabiru	2301	LTO84/045	

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CUFT	667	312	Town of Jabiru	2302	LTO84/045	
CUFT	667	313	Town of Jabiru	2303	LTO84/045	
CUFT	667	846	Town of Jabiru	2304	LTO82/070B	
CUFT	667	314	Town of Jabiru	2305	LTO84/045	
CUFT	667	315	Town of Jabiru	2306	LTO84/045	
CUFT	667	847	Town of Jabiru	2309	LTO82/032B	
CUFT	667	848	Town of Jabiru	2310	LTO82/032B	
CUFT	667	849	Town of Jabiru	2311	LTO82/033A	
CUFT	667	906	Town of Jabiru	2312	LTO83/034A	
CUFT	667	850	Town of Jabiru	2313	LTO82/050	
CUFT	667	907	Town of Jabiru	2314	LTO82/034A	
CUFT	667	278	Town of Jabiru	2315	LTO82/034B	
CUFT	667	851	Town of Jabiru	2316	LTO82/040	
CUFT	667	852	Town of Jabiru	2317	LTO82/070A	
CUFT	667	853	Town of Jabiru	2318	LTO82/070A	
CUFT	667	298	Town of Jabiru	2319	LTO84/042	
CUFT	667	310	Town of Jabiru	2320	LTO84/044	
CUFT	667	279	Town of Jabiru	2321	LTO83/034B	
~~CUFT~~	~~667~~	~~038~~	~~Town of Jabiru~~	~~2324~~	~~LTO84/037~~	

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Legal\101815983.1

Operative Provisions

1. Interpretation

1.1 Definitions

In this Sublease unless the context otherwise requires the expression:

"**Commencement Date**" means the commencement date specified in Item 2 of the Schedule;

"**Event of Default**" means any of the events specified in clause 5.1;

"**Head Lease**" means the lease being subleased described on the front page of this Sublease;

"**Head Lessor**" means the Director of National Parks and includes his successors in title and, where not repugnant to the context, his (and any successor in title's) employees or agents;

"**Land**" means the land described in the annexure to this Sublease being part of the Land described in the Head Lease;

"**Law**" means the *Corporations Act 2001*;

"**Sublease**" means the letting of the Land by the Owner to the Tenant constituted by this instrument'

"**Owner**" means the Jabiru Town Development Authority and includes, where not repugnant to the context, its employees or agents;

"**Schedule**" means the Schedule to this Sublease;

"**Tenant**" means the Jabiru Town Council and includes, where not repugnant to the context, its employees or agents;

"**Term**" means the initial term of this Sublease, being the period referred to in Item 2 of the Schedule and commencing on the Commencement Date.

1.2 Construction

In this sublease unless expressed to the contrary:

(a) A reference to:

(i) this Sublease or another document includes any variation or replacement of it notwithstanding any change in the identity of the parties;

(ii) any statute, ordinance, code or other law includes regulations and other statutory instruments under any of them and consolidations, amendments, re-enactments or replacements of any of them;

(iii) a person, firm, corporation or association includes any other of them;

(iv) a person:

A. is a reference to a person in his or her personal and any agency or trustee (or both) capacity; and

B. includes the person's executors, administrators, successors, assigns and substitutes (including without limitation persons

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taking by novation);

(v) a time is a reference to the time of the place where any thing is to be done or any documents or notice is to be received;

(vi) writing includes any mode of representing or reproducing words in a tangible and visible form, and includes facsimile transmission; and

(vii) a right includes a remedy, authority or power;

(b) words importing:

(i) the singular includes the plural and vice versa;

(ii) a gender includes all other genders;

(c) headings shall not affect the construction of this Sublease; and

(d) if a word or phrase is defined cognate words and phrases have a corresponding meaning.

1.3 Business Day

Where the day on or by which an act, matter or thing is to be done under this Sublease is not a business day, the act, matter or thing shall be done on the next day which is a business day.

2. Sublease

2.1 Grant of Sublease

The Owner, subject to the encumbrances and interests (if any) specified in Item 1 of the schedule, hereby subleases to the Tenant who hereby takes on sublease from the Owner the Land for the Term and on and subject to the covenants and conditions contained in this Sublease.

2.2 Reservations

The Owner reserves the right to install, maintain, use, repair, alter and replace pipes, ducts, conduits and wires leading through the Land and to pass and run air, electricity, telephone cables, drainage, sewerage, gas, water, heat and oil through such pipes, ducts, conduits and wires and to enter upon the Land for the purpose.

3. Tenants Covenants

The Tenant covenants with the Owner as follows:

(a) **No assignment** - Not to assign sub-let sublease or in any manner part with or dispose of the Land or any part thereof or the use or possession or occupancy thereof or any part thereof without the consent of the Owner and Head Lessor in writing first had and obtained but having regard to the provisions of clause 2 of the Head Lease, such consent shall not be arbitrarily or capriciously withheld by the Owner in the case of an assignment or sub-letting to a respectable and financially responsible assignee or sub-lessee (the onus of proving which to the satisfaction of the Owner shall be upon the Tenant) and no fine or premium shall be demanded or payable for any such consent. The Owner as a condition of giving such consent may require the Tenant to pay the Owner's legal costs in connection with or incidental to the giving of such consent and the Owner may require from the

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assignee or sub-lessee a covenant in a form acceptable to the Owner (to be prepared by the Owner's solicitors at the expense of the Tenant) to be responsible for the performance and observance of all the Tenant's covenants and agreements hereunder whether expressed or implied, together with a Power of Attorney authorising the Owner to:

(i) execute and sign a transfer or a surrender of this Sublease and to procure the same to be registered and for this purpose to use the name of the Tenant;

(ii) from time to time appoint a substitute or substitutes and to revoke such appointment or appointments and another or other substitute or substitutes to appoint; and

(iii) generally to do, execute and perform any act, deed, matter or thing relative to this Sublease as fully and effectually as the Tenant could do on and about the Land,

at any time after an Event of Default has occurred (sufficient proof whereof shall be the Statutory Declaration of the Owner or in the case where an incorporated body is the Owner by the person for the time being exercising the functions of the manager or secretary thereof).

(b) **Repair and maintain** - To keep, repair and maintain the Land and all additions thereto in good and tenantable repair, fair wear and tear and damage by accidental fire storm flood or tempest or any act of God inevitable accident riot civil commotion or enemy action or incidental to resisting or preparing to resist enemy action excepted, and at the expiration of the Term hereby granted to yield up the same to the Owner in the same good and tenantable repair, fair wear and tear and damage by accidental fire storm flood or tempest or any act of God inevitable accident riot civil commotion or enemy action or incidental to resisting or preparing to resist enemy action excepted, and with all door windows latches keys and locks intact.

(c) **Owner can enter Land** - To permit the Owner and the Head Lessor or the agents of the Owner and the Head Lessor with or without workmen and others at all reasonable times to enter upon and view the condition of the Land and forthwith upon notice being given to the Tenant by the Owner and the Head Lessor to execute all repairs and work agreed to be done by the Tenant hereunder and also to permit the Owner and the Head Lessor or the agents of the Owner and the Head Lessor with or without workmen and others at all reasonable times to enter upon the Land for the purpose of effecting any alterations remodelling or repairs (if any) which it may be incumbent upon the Owner or the Head Lessor pursuant to law or which the Owner or the Head Lessor may wish to carry out for ensuring the safety and preservation of the Land or any adjoining Land belonging to the Owner or the Head Lessor.

(d) **Costs** - To pay the Owner's costs of and incidental to the preparation, execution, stamping and registration of this Sublease and of any additional copies thereof and the stamp duty payable thereon.

(e) **Outgoings** - To pay all municipal rates, taxes and levies and all electricity, gas, water, sewerage, garbage collection rates and other utility charges levied in respect of the Land and/or the Tenant's use of the Land, and where any such rent, rates, taxes and charges are paid by the Owner, the Tenant shall reimburse the Owner for those rates, taxes and charges immediately upon demand.

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(f) **Comply with statutes** - Duly and punctually to comply with and observe all statutes now or hereafter in force and all ordinances regulations and by-laws thereunder and planning instruments, orders and regulations of all other relevant authorities relating to the Land or to the business of the Tenant carried on therein, the Kakadu National Park Plan of Management, and all requirements and orders lawfully given or made by any public body or authority relating to the Land within the time required by the notice or order PROVIDED THAT the Tenant shall not be obliged to effect any structural alterations to the existing improvements or conveniences on the Land or to erect new additional or substitutional sanitary conveniences on the Land unless and then only so far as the same are occasioned by the nature of the business from time to time carried on upon the Land or the manner or method of carrying on such business or the number and sex of persons employed therein.

(g) **Pay charges** - To pay and discharge punctually all telephone charges payable by the Tenant and all electric light and power and gas charges which may be made in respect of the Land or in connection with the Tenant's use and occupation thereof and if the Owner shall pay the same then the Tenant will refund the amount thereof to the Owner immediately upon demand.

(h) **Keep Land clean** - To keep the Land clean and of good appearance at all times.

(i) **Permit Owner to view** - At all times during the said Term to permit the Owner or his agent or agents or prospective purchasers and during the one (1) calendar month immediately preceding the termination of the Sublease to permit the Owner or his agent or agents or prospective tenants or purchasers and other wish written authority from the Owner or his agent at reasonable times of the day to view the Land.

(j) **Comply with Head Lease** - To duly and punctually perform and observe the covenants and conditions of the Tenant under the Head Lease in respect of the Land, and, without limiting the generality of the foregoing, to observe the restrictions upon the use of the Land imposed under clause 3 of the Head Lease and to indemnify the Owner and keep the Owner indemnified in respect of any breaches of the Head Lease covenants and conditions by the Tenant.

(k) **Voluntary Rehabilitation** - Where the Owner or the Northern Territory agree to undertake any rehabilitation of the Land or agree to meet all or part of the cost of such rehabilitation under clause 10 of the Head Lease:

(i) to meet with the Owner and the Northern Territory to discuss such rehabilitation and the sharing of its cost; and

(ii) not to unreasonably withhold its concurrence to undertaking such rehabilitation or meeting the cost of such rehabilitation.

(l) **Compulsory Rehabilitation** - Where the Owner or the Northern Territory have imposed upon them involuntarily the responsibility to undertake any rehabilitation of the Land or to bear any or all of the cost of rehabilitation, to meet with the Owner and the Northern Territory to discuss such rehabilitation under clause 10 of the Head Lease or the bearing of the cost of such rehabilitation.

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4. Owner's Covenants

4.1 Quiet Enjoyment

If the Tenant shall observe and perform its agreements herein throughout the Term or any extension or renewal thereof the Tenant shall peaceably hold and enjoy the Land during the said Term without any interruption by the Owner or any persons lawfully claiming under or in trust for the Owner.

4.2 Head Lease Notices

The Owner shall provide to the Tenant a copy of any notice received by the Owner under clause 8 or subclause 28(1) of the Head Lease within 14 days of its receipt.

5. Default and Termination

An Event of Default is deemed to have occurred if:

(a) any moneys payable by the Tenant to the Owner under this Sublease shall be unpaid for the space of 14 days after any of the days on which the same ought to have been paid in accordance with the covenants for payment contained in this Sublease (whether or not formal or legal demand has been made therefore);

(b) the Tenant commits, permits or suffers to occur any breach or default in the due and punctual observance and performance of any of the covenants, obligations and provisions of this Sublease (other than for payment of rent or other moneys) or any rules made hereunder and fails to remedy such default within 14 days of receiving a written notice from the Owner specifying the default and requiring it to be remedied;

(c) an order is made or a resolution is effectively passed for the winding up of the Tenant (except for the purpose of reconstruction or amalgamation);

(d) the Tenant makes an assignment for the benefit of or enters into an arrangement or composition with its creditors or stops payment or is unable to pay its debts within the meaning of the Law;

(e) a provisional liquidator, receiver, receiver and manager or official manager is appointed of the Tenant or of any property of the Tenant; or

(f) the Tenant ceases to continue to be the local authority responsible for the Town of Jabiru.

5.2 Determination of Sublease

If an Event of Default occurs the Owner at any time or times thereafter may:

(a) serve a notice to quit on the Tenant requiring the Tenant to quit and deliver up the Land to the Owner or the Owner's servants or agents at the expiration of 21 days from the date of the notice;

(b) determine the Sublease by notice in writing to the Tenant; and/or

(c) re-enter upon the Land or any part thereof in the name of the whole and thereupon this Sublease and the estate of the Tenant shall absolutely cease and determine,

but without prejudice to the right of action of the Owner in respect of any breach of the

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Tenant's covenants herein contained.

5.3 Rights of Owner on Default

Without prejudice to any other right of the Owner herein contained or implied, upon the occurrence of an Event of Default the Owner shall also have all or any of the following rights or remedies:

(a) to take action for the recovery of possession of the Land; and

(b) to recover from the Tenant any arrears of outgoings or other moneys owing pursuant to the Terms covenants and conditions of this Sublease.

5.4 Essential Terms

The Tenant and the Owner mutually covenant and agree that the following covenants by the Tenant are essential terms of this Sublease:

(a) the covenant not to assign or sub-let this Sublease or the Land as set out in clause 3(a);

(b) the covenants to well, sufficiently and substantially repair and maintain the Land as set out in clause 3(b);

(c) the covenant to pay outgoings set out in clause 3(e);

(d) the covenant to comply with statutes as set out in clause 3(f);

(e) the covenant to comply with the Head Lease terms as set out in clause 3(j);and

(f) the covenants to insure as set out in clause 8.

If the Tenant breaches or fails to observe any of the said essential covenants then such breach or non-observance shall be deemed to be a breach of an essential term of this Sublease amounting to a repudiation hereof by the Tenant and the Owner may without notice accept the repudiation and terminate this Sublease but without prejudice to any other right power or remedy of the Owner contained or implied in the Sublease.

5.5 Damages

The Owner and the Tenant mutually covenant and agree that:

(a) if the Tenant's conduct (whether acts or omissions) constitutes a repudiation of this Lase (or of the Tenant's obligations under this Sublease) or constitutes a breach of any of the Tenant's covenants under this Sublease, the Tenant shall compensate the Owner for the loss or damage suffered by reason of the repudiation or breach;

(b) the Owner shall be entitled to recover damages against the Tenant in respect of repudiation or breach of covenant for the damage suffered by the Owner during the Term;

(c) the Owner's entitlement to recover damages shall not be affected or limited by any of the following:

(i) if the Tenant shall abandon or vacate the Land;

(ii) if the Owner shall elect to re-enter the Land or to terminate the Sublease;

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(iii) if the Owner shall accept the Tenant's repudiation; or

(iv) if the parties' conduct shall constitute a surrender by operation of law.

5.6 Termination of Head Lease

This Sublease shall terminate immediately upon the termination of the Head Lease and no compensation shall be payable by the Owner to the Tenant.

6. Holding Over

If the Tenant with the consent of the Owner remains in occupation of the Land after the expiration of the Term or any extension or renewal thereof then and in such case the Tenant shall be a tenant from month to month from the Owner of the Land on the terms of this Sublease so far as the same are applicable to such a tenancy PROVIDED THAT such tenancy may be determined by one(1) calendar months notice in writing given by either party to the other and expiring on any day.

7. Owner not Liable

The Owner shall not be liable to the Tenant or any person claiming under or through the Tenant for any loss or damage whatever directly or indirectly caused by or arising from rain or other water or fluids flowing or leaking into or being in the Land or any part thereof.

8. Insurance

8.1 Public Risk Insurance

The Tenant covenants during the Term to keep in full force and effect a policy of public risk insurance with respect to the Land and the business or businesses carried on in the Land for a sum of not less than that amount specified in Item 3 of the Schedule which shall be in respect of any one single accident or event and extend to claims, loss and damage the subject of the indemnity contained in clause 8.4. The policy shall name the Owner as owner and the Tenant as insured and shall not be cancelled or changed without first giving the Owner 10 days prior written notice. The insurance shall be with an insurance company approved by the Owner and a copy of the policy or a certificate of insurance shall be delivered to the Owner upon request.

8.2 Work Health Insurance

The Tenant covenants to take out and maintain in force during the Term in respect of the business conducted from the Land an insurance policy in accordance with the terms of the Work Health Act for its full liability under that Act.

8.3 Additions to be Insured

The Tenant covenants to insure and keep insured all permitted additions to the Land carried out by the Tenant and all tenant's fixtures and stock-in-trade against loss or damage by fire, lightning, flood, storm, tempest, explosion and other usual and necessary risks against which a lessee can and does ordinarily insure for the full replacement value thereof.

8.4 Indemnification of Owner

The Tenant shall indemnify and keep indemnified the Owner from and against:

(a) all claims, demands, writs, summonses, actions, suits, proceedings, judgments, orders, decrees, damages, costs, losses and expenses of any nature whatsoever

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which the Owner may suffer or incur in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Land or the use of the Land or any part thereof by the Tenant or by any of the Tenant's employees, agents or visitors except where caused by the negligence of the Owner or its servants or agents

(b) all loss and damage to the Land and to all property therein caused by the Tenant or the Tenant's employees, or visitors and in particular but without limiting the generality of the foregoing caused by the use of, misuse, waste or abuse of water, gas or electricity or faulty fittings or fixtures of the Tenant; and

(c) all damages losses costs and expenses which the Owner may sustain expend or be put to by reason or on account of any neglect or default on the part of the Tenant to observe and perform any of the covenants or agreements on the part of the Tenant herein contained or hereby implied.

8.5 Tenant not to Cause Premium to Increase

The Tenant covenants that the Tenant will not without the written consent of the Owner bring or keep any article or thing or do any act, matter or thing upon the Land which shall or may increase the rate of premium payable by the Owner under any policy of insurance taken out by the Owner in respect of the Land or the building erected on the Land or any part or parts thereof. If the Tenant shall bring or keep any such article or thing upon the Land or shall do any such act matter or thing upon the Land then the Tenant shall pay the amount of the increased premium to the Owner on demand.

8.6 Compliance with Insurance Requirements

The Tenant covenants that the Tenant will at all times in its use of the Land comply with the requirements of the Insurance Council of Australia, the laws and regulations for the time being relating to fires and the provisions of any and every relevant statute, regulation and ordinance. If the Tenant does or permits to be done any act matter or thing which has the effect of invalidating or avoiding any policy of insurance taken out by the Owner then the Tenant is responsible for any damage or loss which the Owner may suffer or incur as a result thereof.

9. Notices

9.1 Requirements

Any notice or other communication (in this clause referred to as a "notice") to or by any party shall be:

(a) in writing and in the English language;

(b) addressed to the address for service of the recipient; and

(c) signed by or on behalf of the sender.

9.2 Method

In addition to any means authorised by law any notice may be given by:

(a) being personally served on a party;

(b) being left at the party's current address for service; or

(c) being sent to the party's current address for service by prepaid registered mail.

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9.3 When Given

A notice shall be deemed duly given or made in the case of:

(a) delivery in person, when delivered; or

(b) delivery by registered post, when an acknowledgment of receipt by the recipient in the form used by Australia Post from time to time is received,

but if delivery is not made before 4.00pm on a business day in the place of receipt it shall be deemed to be received at 9.00am on the next business day in that place.

9.4 Initial Details for Service

The addresses and numbers for service are initially as set out in Item 4 of the Schedule. A party may from time to time change its address or numbers for service by notice in writing to the other party.

10. Option to Renew

10.1 Renewal

Subject to the renewal or extension of the Head Lease, if the Tenant throughout the Term duly and punctually observes and performs all the covenants agreements and stipulations on the part of the Tenant herein contained (including those of a negative character) the Tenant shall have the option of renewal of this Sublease for the further period set out in Item 5 of the Schedule from the expiration of the Term upon the same terms and conditions as are herein contained save and except this clause.

11. Moratorium Negatived

The application to this Sublease of any moratorium or other Act whether Territory or Federal having the effect of extending the Term, reducing or postponing the payment of Rent or any part thereof or otherwise affecting the operation of the covenants, conditions and stipulations on the part of the Tenant to be performed or observed or providing for compensation, rights and privileges at the expense of the Owner in favour of the Tenant or any other person is hereby expressly excluded and negatived to the fullest extent permitted by the law.

12. Special Conditions

The special conditions set out in Item 6 of the Schedule form a part of this Sublease as if set out herein in full. If there is any inconsistency between the special conditions and the provisions of this Sublease the special provisions shall prevail.

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The Schedule

Item 1

Prior Encumbrances
(Clause 2.1): As per Certificate as to Title

Item 2

Term
(Clause 1.1):

(a)	Period of Sublease:	Twenty (20) years
(b)	Commencement Date:	1 July 2001
(c)	Expiry Date:	30 June 2021

Item 3

Amount of Public Risk Insurance
(Clause 8.1): TEN MILLION DOLLARS ($10,000.000.00)

Item 4

The Initial Addresses for Service
(Clause 9.4):

The Owner:
Address: 83 Smith Street, Darwin NT 0800
Postal Address: PO Box ~~39294 Winnellie~~ NT ~~0821~~ 4621 Darwin 0801

The Tenant:
Address: ~~16 Savanah Drive Leanyer NT 0812~~
Postal Address: ~~PO Box 54 Berrimah NT 0828~~ Tasman Crescent Jabiru NT 0886 PO Box 346 Jabiru NT 0886

Item 5

Renewal Period
(Clause 10): Forty (40) Years

Item 6

Special Conditions
(Clause 12):

1. Goods and Services Tax ("GST")

1.1 For the purpose of this special condition unless the context otherwise requires:-

(a) "**Act**" means A New Tax System (Goods and Services Tax) Act 1999 and any related Tax Imposition Act (whether imposing tax as a duty of Customs Excise or otherwise) and includes any legislation which is enacted to validate recapture or recoup the tax imposed by any of such Acts;

(b) "**Adjustment**" means each form of adjustment to consideration provided for in this clause.

(c) "**GST**" means any tax imposed by or through the Act on supply (without regard to any input tax credit);

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(d) **"GST rate"** means the percentage amount of GST payable determined under section 9-70 of the Act as amended from time to time;

(e) "**New Tax System Changes**" has the meaning which it bears in the TPA;

(f) "**Refund Amount**" means in relation to each supply made during the transition period the amount (if any) by which the consideration for the Supply would be unreasonably high for the purposes of the Price Exploitation provisions of the TPA.

(g) "**Supply**" means any supply (within the meaning which it bears in the Act) by the Owner under this Sublease;

(h) "**TPA**" means *New Tax System (Trade Practices Amendment) Act 1999* as may be enacted (and any legislation substituted for replacing or amending that act);

(i) where any other term is used in this special condition which is defined in the Act or the TPA it shall have the meaning which it bears in the Act, or (if the term is not defined in the Act) then the meaning which it bears in the TPA.

1.2 In the case of a Supply which is a taxable supply:

(a) the consideration payable to the Owner will be increased by an amount equal to the applicable GST,

(b) the applicable GST shall be the GST payable on the Supply calculated in accordance with the Act and on the value stipulated in the Act in relation to the Supply,

(c) the applicable GST shall be added to the consideration payable under the other provisions of this Sublease so as to form an additional part of the consideration for the Supply,

(d) the Tenant shall be entitled to a refund equal to any Refund Amount,

(e) the refund shall be characterised as an abatement of the consideration;

1.3 The Tenant will pay on demand to the Owner an amount equal to any increment in consideration which is payable in respect of that Supply, and such amount will be a debt due and owing by the Tenant to the Owner which is recoverable without setting off any refund or counter claim.

1.4 The Owner shall provide the Tenant with tax invoices and/or adjustment notes in relation to the Supply (but shall not be obliged or requested to create such invoices for amounts in excess of amounts received from the Tenant) and do all things reasonably necessary to assist the Tenant to enable it to claim and obtain any input tax credit available to the Tenant in respect of the Supply.

1.5 Where the Tenant pays an amount directly to a third party and the amount is treated as consideration for a taxable supply provided by the Owner, the Tenant will pay an additional amount to the Owner equal to the amount paid to the third party, less any input tax credits the Owner is entitled to with regards to that payment, multiplied by the GST rate.

1.6 Disbursements may be incurred by the Supplier as a principal or as an agent for the Recipient. Disbursements incurred as a principal must exclude the input tax credit claimed by the Supplier in respect of those amounts and then be increase by the GST Rate. Disbursements incurred by the Supplier as an agent for the Recipient must be separately detailed on the tax invoice and/or adjustments notes provided by the Supplier to the Recipient under this clause

and the tax invoice and/or adjustment notes for those disbursements shall be provided to the Recipient.

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00155608

DEPARTMENT OF JUSTICE (ABN 84 085 734 992)
REGISTRAR-GENERAL'S OFFICE
NICHOLS PLACE
GPO BOX 3021
DARWIN NT 0801
Enquiries : 8999 6252

2 OF 2

Priority of Lodgement	2

TAX INVOICE (RECEIPT) - OFFICE COPY

Lodging Party:
CLAYTON UTZ,
GPO BOX 612
DARWIN 0801

Customer Code: PAMA
Self Assessing Code: N

Date of Issue	21/09/2006
at	12:44
by	CTH
Application #	00100118

Registered # 626675

If paper title exists enter

Volume _____

Folio _____

Document Delivery:
CLAYTON UTZ
GPO BOX 612
DARWIN 0801

Description	GST Incl Amount
SUBLEASE (JABIRU JTDA AND JTC)	135.00
NOTING FEE (JABIRU JTDA AND JTC)	2870.00

Total Cost excl GST	$3005.00
Total GST	$0.00
Total Invoice	$3005.00

Payment Details

CHEQUE (403113 WBC SYDNEY OFFICE (032000))

9135/06

Form 104

Section 44(1)

Land Title Act
REGISTRAR-GENERAL'S DIRECTIONS

NORTHERN TERRITORY OF AUSTRALIA

DL00626737D

Dealing Number: **626737** Lodged 19/10/2006 at 15:48:01
Dealing Type: AT By NIL
Volume 705 Folio 712 Fee $ 0.00 Receipt .....

REQUEST TO ISSUE CERTIFICATE AS TO TITLE

The registered owner requests that a Certificate as to Title be issued for the land described below. (NOTES 1 - 3)

Register	Volume	Folio	Location	Lot Description	Plan	Unit
CUFT	~~667~~ 705	~~852~~ 712	Town of Jabiru	2317	LTO 82/070A	N/A

(NOTE 4)

REGISTERED OWNER: **DIRECTOR OF NATIONAL PARKS** (NOTE 5)

DELIVERY INSTRUCTIONS (NOTE 6)

mailed to:	
address:	
held for collection by:	AUSTRALIAN GOVERNMENT SOLICITOR

The Seal of the DIRECTOR OF NATIONAL PARKS was affixed hereto

DIRECTOR OF NATIONAL PARKS Official Seal D123

(Date) ..... 21/06/06 .....

In the presence of:

..... (NOTE 7)

~~Witness: (Commissioner for Oaths/JP)~~

Assistant Director

..... MERYL TRIGGS ..... 89201304 .....

Print Name & Telephone No.

NORTHERN TERRITORY OF AUSTRALIA REGISTRAR GENERAL

Registered on ..20/10/2006.. At ..14:45..

DATE OF ISSUE OF OPTIONAL CERTIFICATE AS TO TITLE

CONSENT OF INTEREST HOLDERS (if required)

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. The Registrar-General must issue a certificate containing the indefeasible title for a lot at the written request of the registered owner. However, if the lot is subject to a registered mortgage, the Registrar-General may issue the certificate as to title only if the mortgagee consents to the issue of the certificate. If an instrument has been lodged to register an interest in the lot, the Registrar-General may refuse to issue the certificate as to title until the instrument has been registered.
2. This form may be 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.
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 complete parcel description. If the certificate as to title (if issued) is readily available it must be produced.
5. Insert registered owner's s name. If more than one owner all must be shown and sign the document.
6. Here insert details of delivery instruments. The Registrar-General may give the certificate as to title to the registered owner by posting it to the owner or to someone else specified in the owner's request, at the address specified in the request; or by personally giving it to the owner or someone else specified in the request. Note: The Registrar-General must give the certificate as to title to the person stated in the owner's request.
7. 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 Act2000* 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 and some private sector organisations for conveyancing, local government, valuation, statistical, administrative and other purposes. The Department of Infrastructure, Planning and Environment also uses the information supplied 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.

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DEALING LODGEMENT FORM

LANDS TITLES OFFICE
Nichols Place
GPO BOX 3021
DARWIN NT 0801

CENTREPOINT BUILDING
PO Box 8043
ALICE SPRINGS
NT 0871

Name and Address of Lodging Party

AGS

No.	Description of Instrument or Document (please Submit in this Order)	Registered Number	Fee
	Request to issue C/T	626737	-

Other documents required for registration
Titles, crown leases, duplicate instruments and other documents lodged with the above dealings:

1. C/T Vol 667 Fol 852

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.

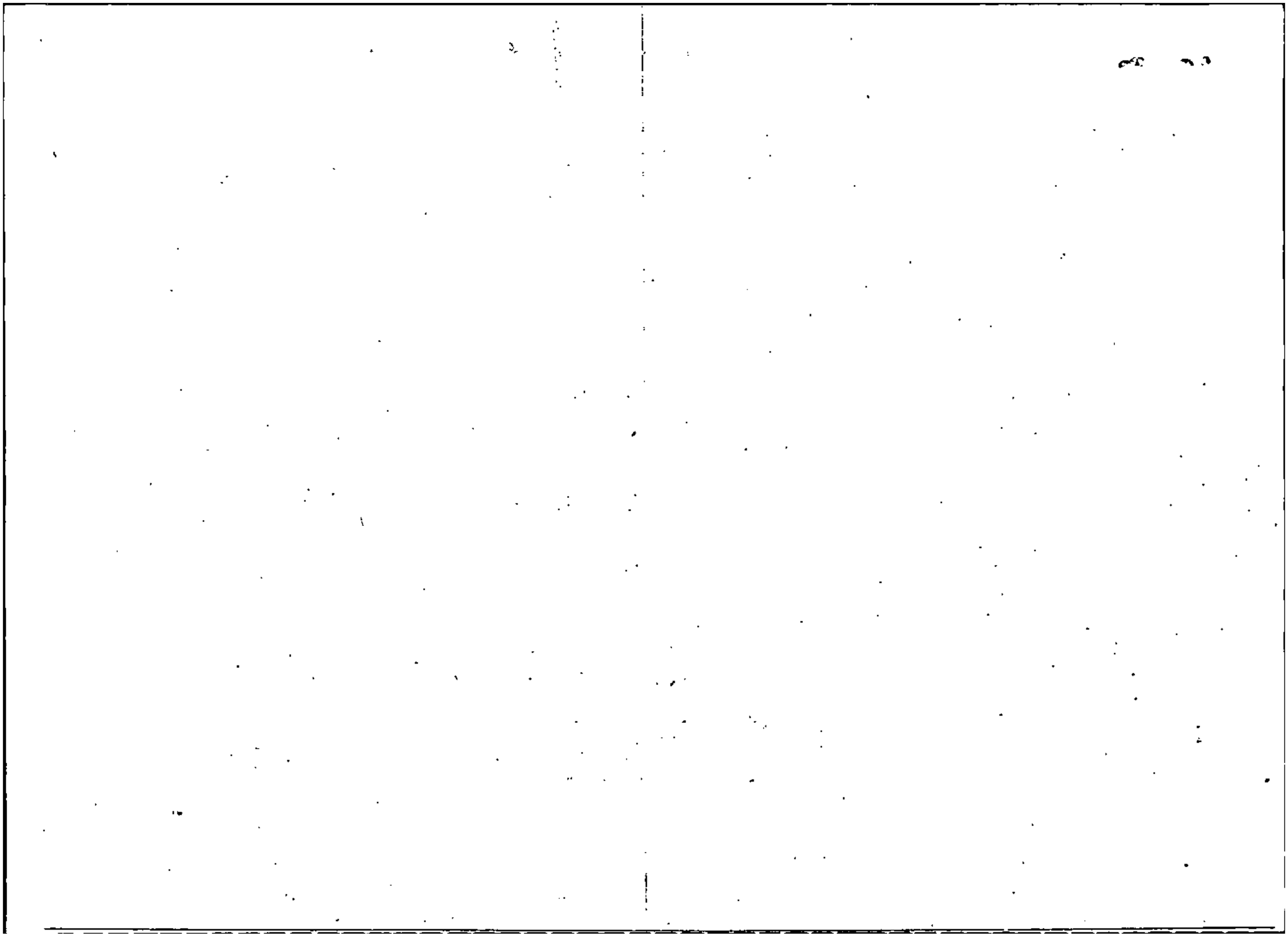
Cheque No.....	SUB-TOTAL	-
Cash.....	CERTIFIED MAIL	
Other.....	**TOTAL**	-

THIS SECTION TO BE USED FOR CUSTOMER CODE ONLY.

9136/06

DO NOT COMPLETE IF PAYING CASH.

Government Printer of the Northern Territory 36-33



Date Registered: 20/10/2006 **Volume** 705 **Folio** 712
Duplicate Certificate as to Title issued? Yes 20/10/2006

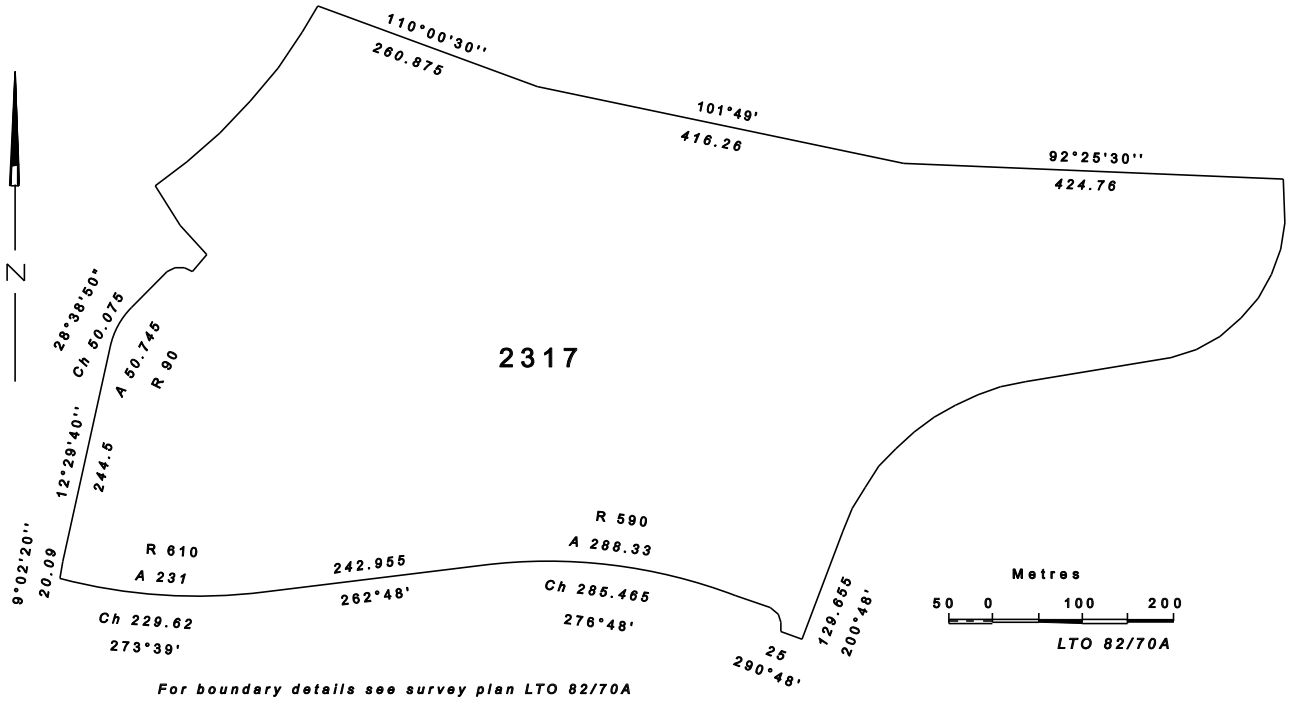
SEARCH CERTIFICATE

Lot 2317 Town of Jabiru from plan(s) LTO82/070A
Area under title is 55 hectares 5800 square metres

Owner:
Director of National Parks
of Construction House, 217 Northbourne Avenue, Turner ACT 2612

Registered Date	Dealing Number	Description
		Previous title is **Volume** 667 **Folio** 852
20/10/2006	626737	Request to issue Certificate as to Title
20/10/2006	626675	Sublease to Jabiru Town Council - expiring 30/06/2021 (112372)
19/04/1982	112372	Lease to Jabiru Town Development Authority - expiring 01/07/2021

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 02317 Town of Jabiru plan(s) LTO82/070A

(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 705 712 (order 1)

Tenure Type
ESTATE IN FEE SIMPLE

Tenure Status
Current

Area Under Title
55 hectares 5800 square metres

Owners
Director of National Parks
Construction House, 217 Northbourne Avenue, Turner ACT 2612

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 667 852 (order 1)
CUFT 107 047 (order 1)
Visit the website http://www.nt.gov.au/justice/bdm/land_title_office/

Custodian - Surveyor General (+61 8 8995 5362)

Address
54 LAKESIDE DR, JABIRU

Survey Plan
LTO82/070A

Survey Status
Approved

Parcel Status
CURRENT

Parcel Area
55 hectares, 5800 square metres

Map Reference
Code 517 Scale 2500 Sheet 36.27
Code 517 Scale 2500 Sheet 36.26
Code 517 Scale 2500 Sheet 37.26

Parent Parcels
N.T. Portion 02272 plan(s) S 79/031

Parcel Comments
SUBDIVISION OF NT POR 2272 LTO 82/70. PART DECL RESTRICTED AREA UNDER LIQUOR ACT NTG G35 01/09/1993. TO BE SUBDIVIDED INTO LOTS 2335 & 2336 - LTO2011/097. VSAMA FOR KAKADU LOCALITY, NTG G21 22/05/2013.

Survey Comments
(none found)

Proposed Easements
(none found)

Municipality
WEST ARNHEM SHIRE

Region
DARWIN

Custodian - Valuer General (+61 8 8943 9193)

Owner's Last Known Address
Director of National Parks, CONSTRUCTION HOUSE, 217 NORTHBOURNE AVENUE, TURNER ACT 2612

Parcels in Valuation
Lot 02317 Town of Jabiru

Unimproved Capital Value
$330,000 on 01/07/2015
$328,000 on 01/07/2012
$328,000 on 01/07/2010
$63,000 on 01/07/2001
$180,000 on 01/07/1998
$160,000 on 01/07/1995
$160,000 on 01/07/1992
$160,000 on 01/01/1990
$80,000 on 01/01/1987

Valuation Improvements
01/02/1996 Demountable/donga x 6
01/02/1996 House x 5
30/10/1986 Recreation other
Improvement type(RESERVE)

Custodian - Property Purchasing (+61 8 8999 6631)

Acquisitions
(none found)

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

Building Control Areas

BBJAB001 - Building Control Area	JABIRU BUILDING AREA

Building Permits

Application Number:	6 of 6
Description:	2X NEW DWELLINGS
Number of Residental Units:	2
Australian Bureau of Statistics Type:	Separate House Separate House
Building Class:	Single Dwelling Single Dwelling
Area:	120 square metres 80 square metres
Certification:	Single Dwelling - Full Code - *issued on* 28/11/2001 Single Dwelling - Full Code - *issued on* 28/11/2001

Application Number:	4 of 6
Description:	HOUSE UPGRADE ABLUT & 1 HOUSE
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* 22/03/1998

Application Number:	2 of 6
Description:	HOUSE
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	206 square metres
Certification:	Single Dwelling - Full Code - *issued on* 21/11/1995

Application Number:	1 of 6
Description:	HOUSE
Number of Residental Units:	1
Australian Bureau of Statistics Type:	(none found)
Building Class:	House
Area:	109 square metres
Certification:	House - Full Code - *issued on* 12/01/1993

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

File Number
PA2000/0042

Type
Variation of Development Permit

Date Received
30/06/2000

Application Purpose
ADDITIONAL DETACHED DWELLING

Application Status
Approved

Other Affected Parcels
(none found)

Instrument Signed
02/08/2000

Instrument Number
DPM00/0013A

Instrument Issued
Signed

Instrument Status

File Number
PA2000/0042

Type
Development

Date Received
12/01/2000

Application Purpose
DETACHED DWELLINGS - ABORIGINAL HOUSING EXHIB DATES: 21/1/2000-4/2/2000

Application Status
Approved

Other Affected Parcels
(none found)

Instrument Signed
12/05/2000

Instrument Number
DPM00/0013

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)

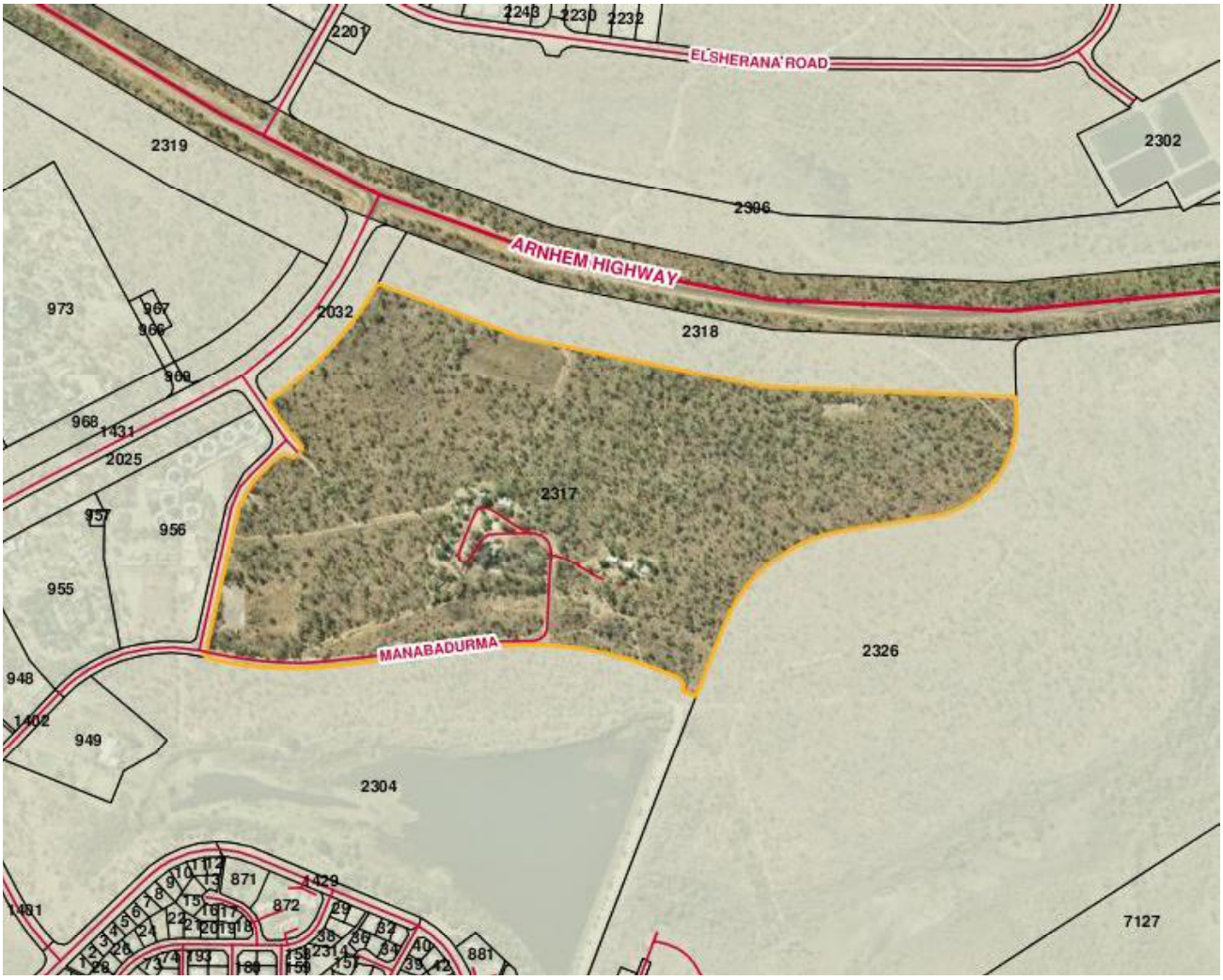
For further information contact Environment Protection Authority or visit the website https://ntepa.nt.gov.au/waste-pollution/contaminated-land

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 West Arnhem Shire


ELSHERANA ROAD
ARNHEM HIGHWAY
MANABADURMA
2319
2302
2306
2318
2032
2317
2326
2304
973
968
1431
2025
957
956
955
948
1402
949
1481
871
872
1429
881
7127

Bagot

FORM 44 Section 191B

NORTHERN TERRITORY OF AUSTRALIA

R No. 357782

LODGED AT THE REGISTRAR-GENERAL'S OFFICE

ON 9/8/96	AT 9:04:39
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	201	051	TOWN OF DARWIN	LOT 4806	S88/331	

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 2ND day of AUGUST 1996 in the presence of:

Witness

Robert John Chamberlain
Commissioner for Oaths
C/- Northern Territory Attorney-General's Department

9/8/96 9:23

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

357782

9 | 8 | 96

DEALING LODGEMENT FORM

A220

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	357782	

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:

MICHELLE - 94133

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]

14 | 8 | 96

DEALING LODGEMENT FORM

A250

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	CT Vol 201 Fol 51	357782.	

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.

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:

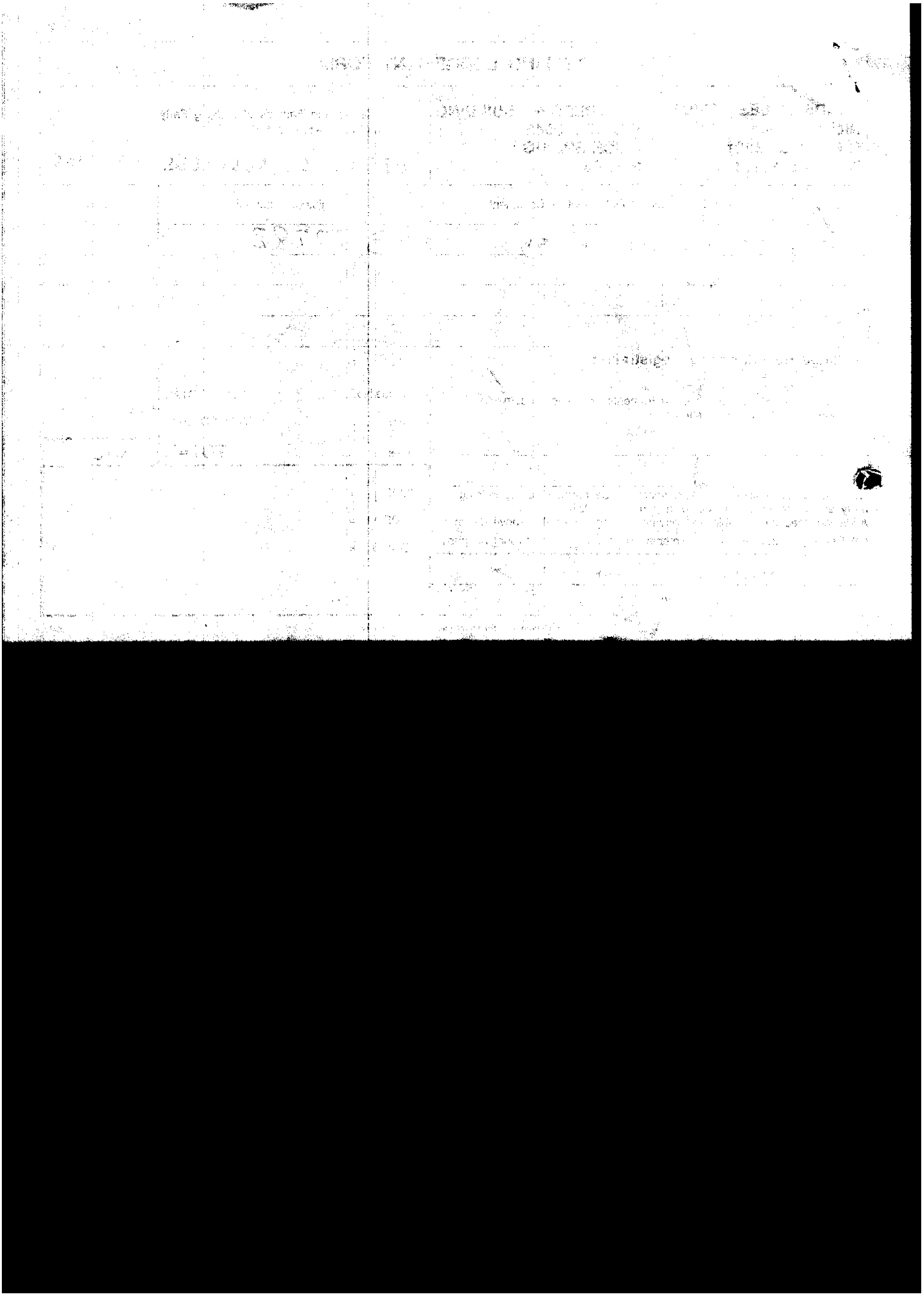
(D) Delivery instructions for documents not to be returned to lodging party:

MICHELLE or JOANNE
- 94133

Cheque No.....	SUB - TOTAL	
Cash.....	CERTIFIED MAIL	
Other.....	**TOTAL**	NIL

CODE 1 =
CODE 11 =
CODE 9 =

Government Printer of the Northern Territory 36-33



Date Registered: 21/08/1996 **Volume** 485 **Folio** 135
Duplicate Certificate as to Title issued? Yes

SEARCH CERTIFICATE

CROWN LEASE IN PERPETUITY 00840

Lot 4806 Town of Darwin from plan(s) S 88/331
Area under title is 23 hectares 1100 square metres

Owner:
The Bagot Community Inc.
of C/- Public Officer, House A12 Lot 4806 Bagot Road, Ludmilla Darwin N.T.

Easements:
Drainage Easement to Northern Territory of Australia
Sewerage Easement to Power and Water Authority
Electricity supply Easement to Power and Water Authority

Registered Date	Dealing Number	Description
		Previous title is **Register Book**CUCL **Volume** 201 **Folio** 051
09/08/1996	357782	Statutory Notice - Prescribed Property
End of Dealings		

Commencement Date: 24th February, 1989

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 living and ancillary.

2. 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.

3. The Lessee may at any time surrender the lease in the manner prescribed under the Crown Lands Act.

4. For the purposes of sections 63 & 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, termination or forfeiture of this lease.

Conditions and Covenants:

1. Subject to the Crown Lands Act the Lessee shall not use the land for a purpose other than the lease purpose.

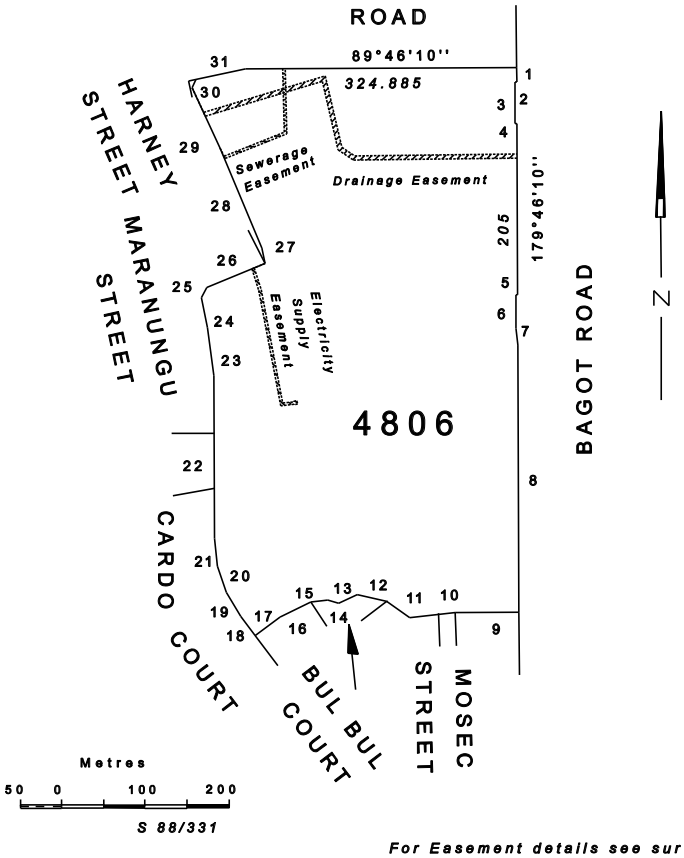
2. The Lessee shall pay rates and taxes which may at any time become due in respect of the leased land.

3. The Lessee shall throughout the continuance of the lease maintain to the satisfaction of the Minister all existing improvements and all other improvements as may be constructed on the leased land from time to time.

4. The Lessee shall at all times comply with any Planning Instrument under the Planning Act affecting the land the subject of the lease.

5. The Lessee shall 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 of weeds, debris, dry herbage, rubbish, carcases of animals and other unsightly or offensive matter and harbour for insects, pests or the breeding of mosquitoes.

6. If the Lessee fails to observe and carry out or to cause to be observed or carried out the conditions of the lease on his part, outlined in paragraph 5 above, the Territory shall have a right to enter on to 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.



Line	Bearing	Distance
1	179°46'10"	17
2	269°46'10"	2.2
3	179°46'10"	50
4	89°46'10"	2.2
5	269°46'10"	2
6	179°46'10"	40
7	174°03'30"	20.1
8	179°46'10"	320.22
9	269°46'10"	76.2
10	263°46'40"	54.945
11	305°01'10"	33.53
12	283°08'10"	36.41
13	244°29'50"	24.535
14	286°02'50"	13.685
15	264°01'30"	20.42
16	244°05'20"	40.85
17	233°	37.185
18	323°	28.955
19	329°0740	33.285
20	341°23'10"	33.285
21	353°38'30"	33.285
22	359°46'10"	195.07
23	352°30'	57.91
24	348°30'	36.575
25	28°03'20"	14.1
26	67°36'30"	75.19
27	348°41'20"	18.635
28	337°19'10"	130.285
29	335°	79.25
30	24°45'	11.145
31	77°55'50"	60.575

For Easement details see survey plan S 88/331

Date Registered: 21/08/1996 **Volume** 485 **Folio** 135
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 04806 Town of Darwin plan(s) S 88/331

(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 485 135 (order 1)

Tenure Type
CROWN LEASE IN PERPETUITY 840

Tenure Status
Current

Area Under Title
23 hectares 1100 square metres

Owners
The Bagot Community Inc.
C/- Public Officer, House A12 Lot 4806 Bagot Road, Ludmilla Darwin N.T.

Easements
Drainage Easement to Northern Territory of Australia
Electricity supply Easement to Power and Water Authority
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 201 051 (order 1)
Visit the website http://www.nt.gov.au/justice/bdm/land_title_office/

Custodian - Surveyor General (+61 8 8995 5362)

Address
133 BAGOT RD, LUDMILLA

Survey Plan
S 88/331

Survey Status
Approved

Parcel Status
CURRENT

Parcel Area
23 hectares, 1100 square metres

Map Reference
Code 200 Scale 2500 Sheet 30.25

Parent Parcels
(none found)

Parcel Comments
BAGOT ABORIGINAL RESERVE - SEC 103 CLO NTG6 9/2/1949. RE-DECLARED RESERVE 1149 (BAGOT ABORIGINAL RESERVE) UNDER SEC 103 CLO NTG28 14/7/65. PROP LOTS 5055-5169 VIDE S74/162 (CANCELLED). R1149 REVOKED NTG G49 9/12/1987. CONTAINS A MEDICAL CENTRE & ADMINISTRATOR'S HOUSE BOTH OF WHICH ARE PROPOSED LISTINGS IN NATIONAL TRUST REGISTER VIDE S85/1083/51. EASTERN AND NORTHERN BOUNDARIES ALTERED FOR PUBLIC USAGE S88/331. FORMER SUPERINTENDENT'S RESIDENCE DECLARED A HERITAGE OBJECT NTG G1 14/1/1998 (REVOKED NTG S32 6/7/1999). NATIVE TITLE DOES NOT EXIST ON THIS PARCEL (FEDERAL COURT DETERMINATION 17/5/2006) REF LI2009/36/135.

Survey Comments
(none found)

Proposed Easements
Electricity supply to Power and Water Authority

Municipality
DARWIN MUNICIPALITY

Region
DARWIN

Custodian - Valuer General (+61 8 8943 9193)

Owner's Last Known Address

BAGOT COMMUNITY INC, C/- YRHAC ATT: JOHN NAI-SMITH, PO BOX 36998, WINNELLIE NT 0821

Parcels in Valuation

Lot 04806 Town of Darwin

Unimproved Capital Value

$6,600,000 on 01/07/2014
$6,000,000 on 01/07/2011
$4,830,000 on 01/07/2008
$3,450,000 on 01/07/2005
$2,500,000 on 01/07/2002
$1,500,000 on 01/07/1999
$1,350,000 on 01/07/1996
$1,150,000 on 01/07/1993
$700,000 on 01/01/1991
$600,000 on 01/01/1988
$125,000 on 01/01/1985
$71,000 on 01/01/1982
$71,000 on 01/05/1979

Valuation Improvements

17/07/1997 House Ground Level

Custodian - Property Purchasing (+61 8 8999 6631)

Acquisitions

Acquisition proposal exists, contact Property Purchasing for details.

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

Building Control Areas

BBDAR001 - Building Control Area	DARWIN BUILDING AREA

Building Permits

Application Number:	41 of 41
Description:	Free standing Verandah OSHC building (formally the bagot pre-school)
Number of Residental Units:	
Australian Bureau of Statistics Type:	(none found)
Building Class:	Non-habitable building
Area:	40 square metres
Certification:	Non-habitable building - Full Code - *issued on* 12/11/2015

Application Number:	39 of 41
Description:	Stage 1 fottings and Frame ---- Stage 2 Complete works for internal fitout of existing building and new verandah
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Assembly building
Area:	35 square metres
Certification:	Assembly building - Full Code - *issued on* 28/03/2012

Application Number:	35 of 41
Description:	Shade Structure
Number of Residental Units:	
Australian Bureau of Statistics Type:	(none found)
Building Class:	Non-habitable building
Area:	50 square metres
Certification:	Non-habitable building - Full Code - *issued on* 25/03/2010

Application Number:	34 of 41
Description:	Shade Structure
Number of Residental Units:	
Australian Bureau of Statistics Type:	(none found)
Building Class:	Non-habitable building
Area:	120 square metres
Certification:	Non-habitable building - Full Code - *issued on* 26/10/2009

Application Number:	33 of 41
Description:	Covered Area
Number of Residental Units:	1
Australian Bureau of Statistics Type:	(none found)
Building Class:	Non-habitable building
Area:	70 square metres
Certification:	Non-habitable building - Full Code - *issued on* 02/12/2008

Application Number:	32 of 41
Description:	Construction of New Residences on Internal Lots
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	386 square metres
Certification:	Single Dwelling - Full Code - *issued on* 23/07/2008

Application Number:	30 of 41
Description:	Two New Duplexes, Three New Houses, Extensions to Two Houses & Renovate One House.
Number of Residental Units:	11
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	1674 square metres
Certification:	Single Dwelling - Full Code - *issued on* 27/06/2005

Application Number:	29 of 41
Description:	FENCE
Number of Residental Units:	0
Australian Bureau of Statistics Type:	(none found)
Building Class:	Structure (Fence, Mast)
Area:	0 square metres
Certification:	Structure (Fence, Mast) - Full Code - *issued on* 16/07/2003

Application Number:	28 of 41
Description:	4 HOUSES LOTS 23,24,27,30
Number of Residental Units:	4
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	760 square metres
Certification:	Single Dwelling - Full Code - *issued on* 19/09/2003

Application Number:	27 of 41
Description:	SHED
Number of Residental Units:	0
Australian Bureau of Statistics Type:	(none found)
Building Class:	Non-habitable building
Area:	76 square metres
Certification:	Non-habitable building - Full Code - *issued on* 02/02/2001

Application Number:	26 of 41
Description:	DUPLEX LOT 72
Number of Residental Units:	2
Australian Bureau of Statistics Type:	Semi-detached town house of one storey
Building Class:	Single Dwelling
Area:	230 square metres
Certification:	Single Dwelling - Full Code - *issued on* 27/07/2000

Application Number: 25 of 41
Description: HOUSE
Number of Residental Units: 1
Australian Bureau of Statistics Type: Separate House
Building Class: Single Dwelling
Area: 126 square metres
Certification: Single Dwelling - Full Code - *issued on* 20/10/1999

Application Number: 23 of 41
Description: 2 HOUSES
Number of Residental Units: 2
Australian Bureau of Statistics Type: Separate House
Building Class: Single Dwelling
Area: 251 square metres
Certification: Single Dwelling - Full Code - *issued on* 23/11/1998

Application Number: 21 of 41
Description: ABULUTION BLOCK
Number of Residental Units: 0
Australian Bureau of Statistics Type: (none found)
Building Class: Out building
Area: 57 square metres
Certification: Out building - Full Code - *issued on* 22/07/1998

Application Number: 21 of 41
Description: ABLUTION BLOCK - AMENDMENT
Number of Residental Units:
Australian Bureau of Statistics Type: (none found)
Building Class: Non-habitable building
Area: 57 square metres
Certification: Non-habitable building - Full Code - *issued on* 22/07/1998

Application Number: 19 of 41
Description: TRIPLEX
Number of Residental Units: 3
Australian Bureau of Statistics Type: Semi-detached town house of one storey
Building Class: Single Dwelling
Area: 260 square metres
Certification: Single Dwelling - Full Code - *issued on* 13/08/1997

Application Number: 18 of 41
Description: LAUNDRY ADDITION
Number of Residental Units: 0
Australian Bureau of Statistics Type: (none found)
Building Class: Non-habitable building
Area: 100 square metres

Certification:	Non-habitable building - Full Code - *issued on* 29/04/1997

Application Number:	17 of 41
Description:	DUPLEX
Number of Residental Units:	2
Australian Bureau of Statistics Type:	Flats or units of one to two storeys
Building Class:	Single Dwelling
Area:	136 square metres
Certification:	Single Dwelling - Full Code - *issued on* 03/07/1996

Application Number:	16 of 41
Description:	SHED LAUNDRY
Number of Residental Units:	0
Australian Bureau of Statistics Type:	Separate House
Building Class:	Non-habitable building
Area:	0 square metres
Certification:	Non-habitable building - Full Code - *issued on* 20/02/1996

Application Number:	15 of 41
Description:	CONVERT HOUSES TO DUPLEXES2 X 2
Number of Residental Units:	0
Australian Bureau of Statistics Type:	(none found)
Building Class:	Single Dwelling
Area:	0 square metres
Certification:	Single Dwelling - Full Code - *issued on* 08/12/1995

Application Number:	13 of 41
Description:	ALT TO COMMUNITY STORE
Number of Residental Units:	0
Australian Bureau of Statistics Type:	(none found)
Building Class:	Shop
Area:	164 square metres
Certification:	Shop - Full Code - *issued on* 31/08/1994

Application Number:	12 of 41
Description:	HOUSE X 2
Number of Residental Units:	2
Australian Bureau of Statistics Type:	(none found)
Building Class:	Single Dwelling Single Dwelling
Area:	180 square metres 180 square metres
Certification:	Single Dwelling - Full Code - *issued on* 02/02/1995 Single Dwelling - Full Code - *issued on* 02/02/1995

Application Number:	11 of 41

Description: HOUSE T9
Number of Residental Units: 1
Australian Bureau of Statistics Type: (none found)
Building Class: House
Area: 173 square metres
Certification: House - Full Code - *issued on* 01/07/1994

Application Number: 9 of 41
Description: HOUSE - LOT T6
Number of Residental Units: 0
Australian Bureau of Statistics Type: (none found)
Building Class: House
Area: 173 square metres
Certification: House - Full Code - *issued on* 25/10/1993

Application Number: 6 of 41
Description: HOUSE ON LOT A1 IN COMMUNITY
Number of Residental Units: 0
Australian Bureau of Statistics Type: (none found)
Building Class: House
Area: 148 square metres
Certification: House - Full Code - *issued on* 12/08/1991

Application Number: 4 of 41
Description: TWO HOUSES
Number of Residental Units: 0
Australian Bureau of Statistics Type: (none found)
Building Class: House
Area: 200 square metres
Certification: House - Full Code - *issued on* 28/10/1988

Application Number: 1 of 41
Description: SINGLE PERSONS QUARTERS
Number of Residental Units: 0
Australian Bureau of Statistics Type: (none found)
Building Class: Residential (other than 1 or 2)
Area: 174 square metres
Certification: Residential (other than 1 or 2) - Full Code - *issued on* 08/12/1983

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
Significant Tree on Site; Contact Greening Australia on 8981 1344.
HEALTH AND COMMUNITY CENTRE COMPLIES. CERT,ISSUED 29/2/96.DP94/0053 + A & B.

Planning Applications

File Number
PA2011/0269

Type
Compliance Check

Date Received
19/04/2011

Application Purpose
Upgrade and extensions to existing multi-purpose building

Application Status
Approved

Other Affected Parcels
(none found)

Instrument Signed

Instrument Number

Instrument Issued
Not Complete

Instrument Status

File Number
PA2010/0968

Type
Compliance Check

Date Received
21/07/2010

Application Purpose
Tranportable module for educational purposes

Application Status
Approved

Other Affected Parcels
(none found)

Instrument Signed

Instrument Number

Instrument Issued
Not Complete

Instrument Status

File Number
PA2010/0199

Type
Variation of Development Permit

Date Received
26/02/2010

Application Purpose
Addition of toilet block to an existing community facility approved under DP94/0053

Application Status
Approved

Other Affected Parcels
(none found)

Instrument Signed
08/04/2010

Instrument Number
DP94/0053D

Instrument Issued
Signed

Instrument Status
Current

File Number
PA2009/1236

Type
Development

Date Received
21/08/2009

Application Purpose
Shade structure over existing basketball court exceeding 8.5m height limitation

Application Status
Approved

Other Affected Parcels
(none found)

Instrument Signed
16/09/2009

Instrument Number
DP09/0721

Instrument Issued
Signed

Instrument Status
Current

File Number
PA2009/0954

Type
Variation of Development Permit

Date Received
21/05/2009

Application Purpose
Addition of shade structure over play area.

Application Status
Approved

Other Affected Parcels
(none found)

Instrument Signed
25/05/2009

Instrument Number
DP94/0053C

Instrument Issued
Signed

Instrument Status
Current

File Number
PA2007/0072

Type
Compliance Check

Date Received
01/02/2007

Application Purpose
2 x 3 bedroom houses - Type G & Type E Consolidating 35 & 34 to create lot 87

Application Status
Approved

Other Affected Parcels
(none found)

Instrument Signed

Instrument Number

Instrument Issued
Not Complete

Instrument Status
Completed

File Number
PA1996/0058

Type
Compliance Check

Date Received
22/01/1996

Application Purpose
2 X 1 BEDROOM CLUSTER DWELLINGS

Application Status
Approved

Other Affected Parcels
(none found)

Instrument Signed

Instrument Number

Instrument Issued
Not Complete

Instrument Status
Completed

File Number
PA1994/0336

Type
Variation of Development Permit

Date Received
14/12/1995

Application Purpose
RELOCATE PARKING, AMEND LANDSCAPING

Application Status
Approved

Other Affected Parcels
(none found)

Instrument Signed
29/01/1996

Instrument Number
DP94/0053B

Instrument Issued
Signed

Instrument Status
Completed

File Number
PA1994/0336

Type
Variation of Development Permit

Date Received
25/07/1994

Application Purpose
SITING

Application Status
Approved

Other Affected Parcels
(none found)

Instrument Signed
03/08/1994

Instrument Number
DP94/0053A

Instrument Issued
Signed

Instrument Status
Completed

File Number
PA1994/0336

Type
Development

Date Received
12/05/1994

Application Purpose
HEALTH & COMMUNITY CENTRE

Application Status
Approved

Other Affected Parcels
(none found)

Instrument Signed
15/06/1994

Instrument Number
DP94/0053

Instrument Issued
Signed

Instrument Status
Completed

File Number
PA1989/0625

Type
Development

Date Received
18/09/1989

Application Purpose
ADDITIONAL DETACHED DWELLINGS (THREE)

Application Status
Approved

Other Affected Parcels
(none found)

Instrument Signed
25/09/1989

Instrument Number
DV3571

Instrument Issued
Signed

Instrument Status
Completed

File Number
PA1988/0413

Type
Development

Date Received
24/08/1988

Application Purpose
ABORIGINAL HOUSING

Application Status
Approved

Other Affected Parcels
(none found)

Instrument Signed
29/08/1988

Instrument Number
DV3133

Instrument Issued
Signed

Instrument Status
Completed

File Number
PA1987/0397

Type
Planning Scheme Amendment

Date Received
10/06/1987

Application Purpose
S1 TO S2 DPI D279

Application Status
Completed

Other Affected Parcels
(none found)

Instrument Signed

Instrument Number

Instrument Issued
Not Complete

Instrument Status
Completed

File Number
PA1986/0788

Type
Development

Date Received
10/11/1986

Application Purpose
DETACHED DWELLING

Application Status
Approved

Other Affected Parcels
(none found)

Instrument Signed
08/12/1986

Instrument Number
DV2447

Instrument Issued
Signed

Instrument Status
Completed

File Number
PA1983/0171

Type
Development

Date Received
30/03/1983

Application Purpose
HOSTEL

Application Status
Approved

Other Affected Parcels
(none found)

Instrument Signed
08/06/1983

Instrument Number
DV0968

Instrument Issued
Signed

Instrument Status
Completed

Custodian - Power and Water Corporation (1800 245 092)

Meters on Parcel

Power Water - Electricity	27
Power Water - Water	3

Proposal to register water supply easement. For further details, contact the Easements Officer, Power and Water Corporation (1800 245 092)

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 Darwin City Council

National Trust Significant Place (unverified)

Storm Surge: This lot is within a secondary surge zone. For more information contact Lands Planning on 8999 8963.

5182
DICK WARD DRIVE
NADPUR STREET
BAGOT
BAGOT
BAGOT
BAGOT
BAGOT
4806
BAGOT ROAD
5730
AMARA STREET
COORABBIN STREET
CARRYONG STREET
BULGANA STREET
6001
4938
5794
5646
5632

Kulaluk Minmarama Park

Form 52

Section 91

Land Title Act
REGISTRAR-GENERAL'S DIRECTIONS

NORTHERN TERRITORY OF AUSTRALIA

DL00677100D

NT STAMP DUTY Commissioner of Taxes use only 11/07/08

9218 11720401 CL duty $0.00

Dealing Number: 677100 Lodged 11/07/2008 at 12:41:38
Dealing Type: EP By CASH
Volume 687 Folio 282 etc. Fee $ 170.00 Receipt 250398

CREATION OF EASEMENT

The owner of the land to be burdened by the easement in consideration of an agreement with the owner of the land receiving the benefit of the easement transfers and grants to the owner of the land receiving the benefit of the easement the easement described and valued below over the burdened land subject to the mortgages, encumbrances and other instruments affecting that land including any created by dealings lodged for registration prior to the lodging of this instrument and the owner of the land receiving the benefit of the easement accepts this grant subject to any terms and conditions set out on the back of this document. (NOTES 1–4)

	Register	Volume	Folio	Location	Lot Description	Plan	Unit
LAND BURDENED BY THE EASEMENT	CUFT	~~454~~ 720	~~100~~ 207	Town of Darwin	5182 & 8630	S 77/093B	X (NOTE 5)

VALUE OF EASEMENT (INCLUSIVE OF GST): $1.10 (Inclusive of GST) if demanded; GST Amount $00.10 (NOTE 6)

OWNER OF THE LAND BURDENED BY THE EASEMENT: Name only: Gwalwa Daraniki Association Incorporated (NOTE 7)

	Register	Volume	Folio	Location	Parcel	Plan	Unit
LAND RECEIVING THE BENEFIT OF THE EASEMENT	CUFT	687	282	Town of Darwin	Lot 4940	B 000555	(NOTE 8)

OWNER OF THE LAND RECEIVING THE BENEFIT OF THE EASEMENT: Name only: Latterly Pty Ltd (ACN 054 315 490) (NOTE 9)

EASEMENT: A Right of Way easement as described in the attached conditions of easement over the area shown in red and hatched on the annexed plan S94/204. (NOTE 10)

The Common Seal of GWALWA DARANIKI ASSOCIATION INCORPORATED was affixed by authority of a resolution of GWALWA DARANIKI ASSOCIATION INCORPORATED in the presence of :

Signature .....

Full name and position HELEN SECRETARY / CHAIRPERSON

Signature .....

Full name and position SECRETARY / DIRECTOR

on (Date) 11-4-08

EXECUTED for and on behalf of LATTERLY PTY LTD (ACN 054 315 490) by:

Director – MARIO ISATTI

Director/Secretary IVY MARGARET ISATTI

on (Date) 25 : 3 - 08 (NOTE 11)

Registered on 11/7/2008 At 16:52

NORTHERN TERRITORY OF AUSTRALIA REGISTRAR GENERAL

CONSENT OF REGISTERED MORTGAGEES (NOTE 12)

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.: .....

CONDITIONS (NOTE 10)

SCHEDULE OF NOTES

1. This form must be used for a Grant of Easement other than an Easement in Gross.
2. This form may be lodged as an original only and must be typed or completed in biro, and must show the imprint of the Commissioner of Taxes.
3. 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.
4. If there is insufficient space in any panel use the space above or an annexure sheet (Form 95).
5. Volume and Folio references must be given together with complete parcel description. If a certificate as to title has been issued for either the dominant and servient tenement holders it must be produced.
6. Set out the amount in figures inclusive of GST. For the GST amount, if the easement is subject to the margin scheme and the GST amount is unknown insert "margin scheme" in the box provided.
7. Insert full name of owner of the land burdened by the easement. Address is not required.
8. Volume and Folio references must be given together with complete parcel description. If the certificate as to title has been issued for both the dominant and the servient tenement holders it must be produced.
9. Insert full name of owner of the land receiving the benefit of the easement. Address is not required.
10. A summary of the easement (ie. "Sewerage easement" or "Grant of Right of Way") and a survey plan must be annexed. If the intention is to utilise the easements described in the *Law of Property Act* then the precise descriptive words should be used. For easements not utilising the *Law of Property Act* descriptions the panel conditions above must be completed.
11. 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.
12. The instrument of easement must include the consents of all registered mortgagees of the lot burdened by the easement.

11840364/rgg

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.

CRIDLANDSLAWYERS

CONDITIONS OF EASEMENT

FITZER DRIVE RIGHT OF WAY

RECITALS:

A. The Grantor is the registered proprietor of the Land Burdened.

B. The Grantee is the registered proprietor of the Land Benefited.

C. The Grantor and Grantee have agreed to the creation of a right of way easement on the terms set out in these Conditions of Easement.

OPERATIVE PART:

1 DEFINITIONS

In this Easement:

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

Citiland means Citiland Corporation Pty Ltd (ACN 009 651 496), the Sublessee of the Land Burdened under sublease number 345691 and its successors and assigns;

Easement means the right of way easement created by this document despite any change in the identity of the parties;

Easement Area means that part of the Land outlined in red and hatched on the attached plan;

Grantee means the person named next to the heading "OWNER OF THE LAND RECEIVING THE BENEFIT OF THE EASEMENT" on the front page of this Easement, and includes a reference to any successors in title;

Viewed at 15:10:52 on 31/10/2016 by 32GPL.

Grantor means the person named next to the heading "OWNER OF THE LAND BURDENED BY THE EASEMENT" on the front page of this Easement, and includes a reference to any successors in title;

Land Benefited means the land described next to the heading "LAND RECEIVING THE BENEFIT OF THE EASEMENT" on the front page of this Easement;

Land Burdened means the land described next to the heading "LAND BURDENED BY THE EASEMENT" on the front page of this Easement;

McDonalds means McDonalds Australia Limited (ACN 008 496 928) formerly McDonalds Properties (Australia) Pty Ltd, or if it ceases to be the underlessee under Underlease no 345692, the under lessee for the time being of the adjoining part of the Land Burdened under Underlease no 345692.

2 GRANT OF EASEMENT

2.1 This Easement is granted to the Grantee together with its servants, agents, workmen, contractors, suppliers, invitees, lessees, sublessees and their servants, agents, workmen, contractors, suppliers and invitees, who are entitled to enter on and pass along or over the Easement Area with or without a vehicle.

2.2 The Easement is granted to the Grantee as above:

(a) in common with the rights of access by:

(i) Citiland and its servants, agents, workmen, contractors, suppliers, invitees, lessees, sublessees and their servants, agents, workmen, contractors, suppliers and invitees; and

(ii) McDonalds and its servants, agents, workmen, contractors, suppliers, invitees, sublessees, licencees and their servants, agents, workmen, contractors, suppliers and invitees; and

(b) subject to the easements, rights, powers and privileges of the Northern Territory of Australia for the purpose of drainage.

Viewed at 15:10:52 on 31/10/2016 by 32GPL.

3 CONDITIONS OF EASEMENT

3.1 This Easement is granted on the following terms:

(a) The Grantor and/or Citiland shall be at liberty to:

(i) use and allow others (including but not limited to any tenants, sublessees or underlessees of any part of the Land Burdened) to use the Easement Area,

provided that:

(A) this shall not oblige the Grantor and/or Citiland to increase, upgrade or alter the road on the Easement Area beyond or from that in existence as at the date of the grant of this Easement;

(B) in carrying out such works the Grantor and/or Citiland shall cause as little inconvenience as is reasonably practical to the Grantee, having regard to the nature and extent of the alterations made.

(C) The Grantee can upgrade the road with the prior written consent of the Grantor, Citiland and McDonalds (not to be unreasonably withheld it being agreed that McDonald's would not unreasonably withhold its consent if it objected to the proposed upgrade of the road where the standard of work did not accord with the current local authority requirements or to at least the standard of the road surface accessed by McDonald's within the Easement Area as at the commencement of this instrument). The Grantee will provide to the Grantor, Citiland and McDonalds details of the works and the schedule of works to be undertaken at the time of requesting consent and the works will be undertaken within the scheduled time, in accordance with good practice and the requirements of any relevant authorities.

Viewed at 15:10:52 on 31/10/2016 by 32GPL.

(D) any relocation of the road by the Grantor and/or Citiland can only be of that part of the road on the Easement Area presently within Lot 6469(A) and such relocation will be of no greater distance than 10.003 m from its current position;

(b) The Grantee will keep repair and maintain the Easement Area at all times in good and substantial repair subject to the obligation on the part of:

(i) McDonalds to contribute 37.5% of the cost of repairs and maintenance for so long as it continues to use part of the Easement Area subject to any varied contribution under paragraph (ii) below;

(ii) Citiland or any persons or companies to whom Citiland may grant under-leases or licences to use part of the Land Burdened, to contribute a reasonable proportion of the cost of repairs and maintenance as agreed between the parties or failing agreement determined by a suitably qualified expert having regard to their respective use of the Easement Area and the respective contribution to the wear and tear on the Easement Area. The expert shall be appointed by agreement between Citiland, the Grantee and McDonalds and failing agreement as to such appointment, by the then President of the Law Society (or any body in substitution or replacement for the Law Society) at the request of any of those parties. The costs of such expert shall be borne by the Grantee, McDonalds and Citiland or any persons or companies to whom Citiland may grant under-leases or licences to use part of the Land in the proportions determined by the expert. The decision of such expert shall be final and binding on the parties.

(c) The Grantee acknowledges and agrees that the Grantor may apply for and obtain a separate allotment number for the Easement Area or an area which includes the Easement Area, subject to:

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(i) this Easement (or an easement in the same terms) remaining registered over any title to such separate allotment; and

(ii) the rights and obligations of the parties to this Easement remaining unaffected by the creation of such new separate allotment.

4 EASEMENT TO BIND SUCCESSORS

This Easement shall remain in full force and effect and shall bind and enure for the benefit of parties hereto and their respective successors and assigns according to its terms.

5 POWER OF ATTORNEY

5.1 The Grantee hereby grants a limited form of power of attorney to the Grantor and Citiland (jointly and severally) which limited form of power of attorney shall be irrevocable, allowing the Grantor or Citiland to grant and execute:

(a) any consent required from the Grantee (as the holder of this Easement) to an application for consent by the Grantor and/or Citiland to the Development Consent Authority (or any authority or body established in substitution for the Development Consent Authority and any other relevant and competent authority) to develop any part of the Land Burdened, provided that the Grantor and/or Citiland give at least 21 days prior written notice to the Grantee where any such application relates to any development within 60 metres of the boundary of the Land Benefited;

(b) any consent required from the Grantee (as the holder of this Easement) to the registration of any other dealings in or over the Land Burdened on the title thereto, provided that the Grantor and/or Citiland will give at least 21 days prior written notice to the Grantee where any such dealing relates to any land within 60 metres of the boundary of the Land Benefited;

Viewed at 15:10:52 on 31/10/2016 by 32GPL.

Any notice given to the Grantee pursuant to this clause will be given care of GPO Box 2116, Darwin, NT 0801 or to such alternate address of which the Grantee may notify the Grantor of in writing, with a copy to be provided to Susan Porter at De Silva Hebron, Barristers and Solicitors, GPO Box 488, Darwin, NT 0801.

6 COMMUNICATIONS

6.1 Any communication in connection with this Easement:

(a) Must be in writing.

(b) May be left at the address of the addressee or sent by prepaid ordinary post to the address of the addressee as may be expressed herein, or as otherwise indicated on the Certificate of Title.

6.2 Unless a later time is specified any communication takes effect from the time it is received.

6.3 A communication is deemed to be received on the 2nd day after posting.

7 INTERPRETATION

7.1 In the interpretation of this Easement, unless the context otherwise requires:

(a) Headings are inserted for convenience only and must not be referred to in the interpretation of this Easement;

(b) References to the singular member include the plural and vice versa and references to one gender include every other gender;

(c) A reference to any person includes a body corporate, an unincorporated association, form or an authority and includes that person's executors, administrators, successors, substitutes and assigns;

(d) A reference to legislation includes an amendment of or substitution for it and a regulation or other statutory instrument made under it;

(e) If an action must be taken within a specified time, that time is to be calculated exclusive of the day or date stated as the commencement of the timeframe or period of time;

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(f) A reference to the whole of a thing includes a reference to a part;

(g) All obligations are taken to be required to be performed properly and punctually;

(h) Anything to be done on a day that is not a business day may be done on the next business day;

(i) Every obligation of a party is taken to include an obligation by that party to ensure that each of its employees and others under its control comply with that obligation; and

(j) This Easement is not to be construed in favour of one party on the basis that another party drafted this Easement.

8 1992 AGREEMENT

The Grantee acknowledges its continuing obligation to pay the annual amount calculated, adjusted and payable under clause 10 of an Agreement between the Grantor and the Grantee dated 19 August 1992.

Viewed at 15:10:52 on 31/10/2016 by 32GPL.

EXECUTED this 11 day of APRIL ~~2007~~ 2008

M.S. M.2. MN

The Common Seal of GWALWA DARANIKI ASSOCIATION INCORPORATED was affixed by authority of a resolution of GWALWA DARANIKI ASSOCIATION INCORPORATED in the presence of:

.....

Signature

HELEN SECRETARY, CHAIRPERSON

.....

Full name and position

.....

Signature

MICHELLE NELSON SECRETARY/ DIRECTOR

.....

Full name and position

on (Date) 11-4-08

GWALWA DARANIKI ASSOCIATION INCORPORATED The Common Seal of 01

EXECUTED for and on behalf of LATTERLY PTY LTD (ACN 054 315 490) in accordance with section 127 of the *Corporations Act 2001*:

.....

Director

M. Gadd

.....

Director/Secretary

on (Date) 25.3.08

Viewed at 15:10:52 on 31/10/2016 by 32GPL.

EXECUTED for and on behalf of CITILAND CORPORATION PTY LTD (ACN 009 651 496) in accordance with section 127 of the *Corporations Act 2001*:

.....

Director

.....

Director/Secretary

on (Date) 10 JUNE 2008

EXECUTED for and on behalf of MCDONALDS AUSTRALIA LIMITED (ACN 008 496 928) ~~in accordance with section 127 of the *Corporations Act 2001*~~: pursuant to the authority of its Board of Directors in the presence of:

.....

Director

STUART SPICER
ALTERNATIVE SIGNATORY
AS DIRECTED
BY THE BOARD

McDONALD'S AUSTRALIA LIMITED Common Seal A.C.N 008 496 928

.....

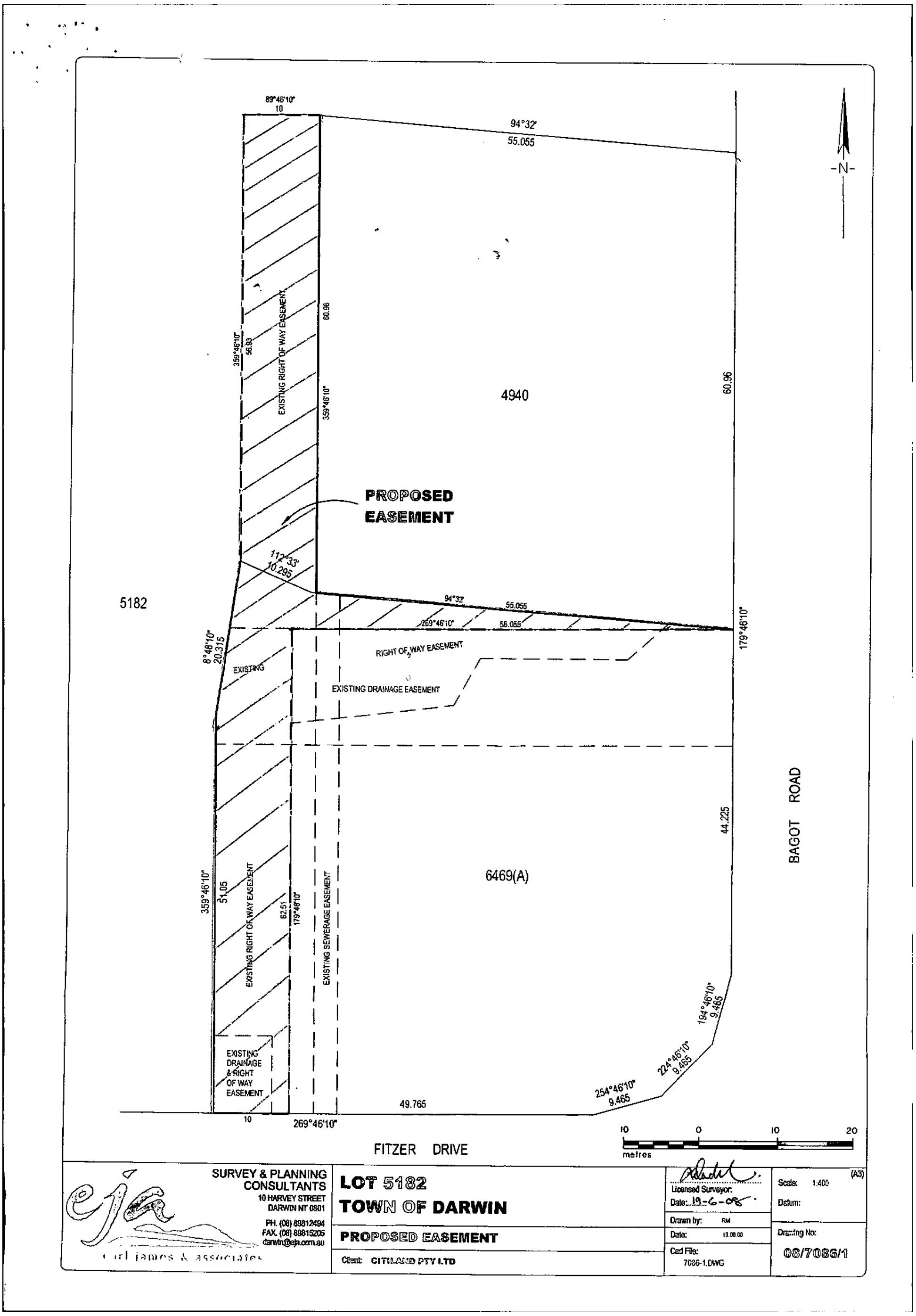
Director/Secretary

ROWENA BEVERLEY HUBBLE
COMPANY SECRETARY

on (Date) 29.05.08

11879787/rgg

Viewed at 15:10:52 on 31/10/2016 by 32GPL.


89°46'10"
10
94°32'
55.055
-N-
359°46'10"
56.83
EXISTING RIGHT OF WAY EASEMENT
60.96
359°46'10"
4940
60.96
PROPOSED
EASEMENT
112°33'
10.295
5182
94°32'
55.055
269°46'10"
56.055
179°46'10"
8°48'10"
20.315
EXISTING
RIGHT OF WAY EASEMENT
EXISTING DRAINAGE EASEMENT
44.225
BAGOT ROAD
6469(A)
359°46'10"
51.05
EXISTING RIGHT OF WAY EASEMENT
62.51
179°46'10"
EXISTING SEWERAGE EASEMENT
194°46'10"
9.465
224°46'10"
9.465
254°46'10"
9.465
EXISTING
DRAINAGE
& RIGHT
OF WAY
EASEMENT
49.765
10
269°46'10"
10 0 10 20
metres
FITZER DRIVE
SURVEY & PLANNING
CONSULTANTS
10 HARVEY STREET
DARWIN NT 0801
PH. (08) 89812494
FAX. (08) 89815205
darwin@eja.com.au
eja
carl james & associates
LOT 5182
TOWN OF DARWIN
PROPOSED EASEMENT
Client: CITILAND PTY LTD
Licensed Surveyor:
Date: 19-6-08
Drawn by: RM
Date: 10.06.08
Cad File:
7086-1.DWG
(A3)
Scale: 1:400
Datum:
Drawing No:
08/7086/1

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
CUFT	454	100	Town of Darwin	5182	S 77/093B	

(NOTE 1–2)

INSTRUMENT BEING CONSENTED TO (Item 1)

Instrument Type: Creation of easement (Fitzer Drive Right of Way)
Dated: 11/4/08
Names of Parties: Gwalwa Daraniki Association Incorporated and Latterly Pty Ltd (ACN 054 315 490)

(NOTE 3)

INSTRUMENT UNDER WHICH CONSENT REQUIRED (Item 2)

Dealing Type: Drainage Easement to Northern Territory of Australia
Dealing No:
Name of consenting party: Northern Territory of Australia

(NOTE 4)

EXECUTION BY CONSENTING PARTY (Item 3)

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)

EXECUTED for and on behalf of the Northern Territory of Australia
on (Date) 10 June 2008
By being signed by:

.....
Signature

NICHOLA JUNE D'ANTOINE
Print name

In the presence of:

.....
Signature

.....
Print name

Brian Dobie
Commissioner for Oaths
Ph: (08) 8999 6230

(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.

11988525/val

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 15:10:52 on 31/10/2016 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
CUFT	454	100	Town of Darwin	5182	S 77/093B	

(NOTE 1-2)

INSTRUMENT BEING CONSENTED TO (Item 1)	Instrument Type: Creation of Easement (Fitzer Drive Right of Way) Dated: 11/4/08 Names of Parties: Gwalwa Daraniki Association Incorporated and Latterly Pty Ltd (ACN 054 315 490)	(NOTE 3)
INSTRUMENT UNDER WHICH CONSENT REQUIRED (Item 2)	Dealing Type: Caveat No. 347476 Dealing No: Name of consenting party: Citiland Corporation Pty Ltd (ACN 009 651 496) formerly Vysrose Pty Ltd	(NOTE 4)
EXECUTION BY CONSENTING PARTY (Item 3)	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)

EXECUTED for and on behalf of CITILAND CORPORATION PTY LTD (ACN 009 651 496) in accordance with section 127 of the *Coporations Act 2001*:

on (Date) ....7 JULY 2008.....

.....

Director

.....TONY FU CHIN JAPE.....

Print name

.....

Director/Secretary

.....JAPE ALAN FU KIUNG.....

Print name

(NOTE 6)

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

SCHEDULE OF NOTES

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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.

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   - not be a party to the instrument; and
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11964483/val

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Viewed at 15:10:52 on 31/10/2016 by 32GPL.

Northern Territory Government

DEPARTMENT OF PLANNING AND INFRASTRUCTURE

www.dpi.nt.gov.au

Land Administration
2nd Floor, Cavenagh House
38 Cavenagh Street
Darwin NT 0800
Postal GPO Box 1680
Darwin NT 0801
Tel (08) 8999 6499
Fax (08) 8999 5404

Our Ref: CLP671
Your Ref: RCG/3092996

Mr Richard Giles
Cridlands Lawyers
GPO Box 1302
DARWIN NT 0801

Dear Mr Giles

I refer to your letter of 14 April 2008, requesting consent to the registration of the following easements on Lot 5182, Fitzer Drive, Town of Darwin.

a) Fitzer Drive Right of Way
b) Bagot Road Right of Way
c) Sewage Easement

I am pleased to advise that, in accordance with the delegation conferred on me by the Minister on 10 October 2005 to exercise her power under section 47(2) of the *Crown Lands Act*, I consent to the registration of the above easements as outlined in your letter of 14 April 2008.

This consent is purely for the registration of the said easements against Crown Lease in Perpetuity No. 671 and does not endorse any development works associated with the easements.

Yours sincerely

JACQUALINE ANN STANGER
A/Assistant Director Land Administration
Delegate of the Minister

9 May 2008

"Val Davidson" <Val.Davidson@cridlands.com.au>

11/07/2008 03:23 PM

To <nicholas.mcgrath@nt.gov.au>

cc

bcc

Subject Citiland Corporation Ltd / Latterly Pty Ltd - Creation of Easements

Dear Nicholas

Further to our telephone conversation of this afternoon, I confirm that you are authorised to insert the date ie 11 April 2008 on the General Consent forms and on the signing page of the Conditons of Easements.

Please confirm registration in due course.

Regards

Val Davidson
PA to Managing Partner
Learning & Development Co-Ordinator

CRIDLANDS LAWYERS
Tel: (08) 8943 0484
Fax: (08) 8943 0488
Email: val.davidson@cridlands.com.au
Web: www.cridlands.com.au

CONFIDENTIAL COMMUNICATION

00250396

00250397

DEPARTMENT OF JUSTICE (ABN 84 085 734 992)
REGISTRAR-GENERAL'S OFFICE
NICHOLS PLACE
GPO BOX 3021
DARWIN NT 0801
Enquiries : 8999 6252

1 OF 4

Priority of Lodgement	3

TAX INVOICE (RECEIPT) - OFFICE COPY

Lodging Party:
CRIDLANDS,
GPO BOX 1302
DARWIN 0801

Customer Code: CRIA
Self Assessing Code: N

Date of Issue	07/07/2008
at	14:06
by	SREA
Application #	00149810

Document Delivery:
CRIDLANDS
GPO BOX 1302
DARWIN 0801

Lodgement No 677100

If paper title exists enter

Volume _____

Folio _____

Description	GST Incl Amount
CREATION OF EASEMENT (LOT 5182 T/DARWIN)	135.00
NOTING FEE (LOT 4940 T/DARWIN)	35.00

Total Cost excl GST	$170.00
Total GST	$0.00
Total Invoice	$170.00

Payment Details

CHEQUE (016851 ANZ DARWIN (015901))

REGD. STAMP DUTY 5.-

NORTHERN TERRITORY OF AUSTRALIA

MEMORANDUM OF GRANT OF ELECTRICITY EASEMENT

Gwalwa Daraniki Association Incorporated care of The Public Officer Lot 8630 Dick Ward Drive Nightcliff in the Northern Territory being registered as the proprietor of an estate in leasehold subject however to such encumbrances liens and interests as are notified by memorandum underwritten or endorsed hereon in ALL THAT piece or parcel of land being Lot 5182 Town of Darwin and Lot 8630 Town of Nightcliff in the Northern Territory of Australia being the whole of the land comprised in Book of Leases Register Book Volume 200 Folio 13.

By virtue of Section 36D of the Crown Lands Act and IN CONSIDERATION of the sum of $1.00 paid to it by the POWER AND WATER AUTHORITY of 4th Floor Centrepoint Building 48-50 The Mall Darwin N.T. (hereinafter called "the Authority") the receipt of which sum is hereby acknowledged DO HEREBY GRANT to the Authority a full free and unrestricted right and liberty for the Authority and its agents contractors servants and workmen from time to time and at all times hereafter to break the surface of dig open up and use that portion of the said land above described coloured blue in the plan annexed hereto (hereinafter called "the Easement") for the purpose of laying down erecting fixing taking up removing repairing relaying or examining electrical works therein and or using and maintaining such electrical works for the distribution of electrical energy and for such purposes DO HEREBY GRANT to the Authority a full free and unrestricted right and liberty of entry and egress from time to time and at all times hereafter for it and its agents contractors servants and workmen with or without motor vehicles plant and equipment laden or unladen in through over across and along the said portion of land coloured blue in the said plan PROVIDED ALWAYS that the Authority its agents contractors servants and workmen shall in the exercise of the rights granted by this Deed exercise due care and skill and cause no unnecessary damage to be done to the land of the owner and that upon the completion of any works the surface shall be restored to its present condition or as near as shall be reasonably possible and DO HEREBY ACKNOWLEDGE that all wires and other electrical fittings laid down or fixed now or which hereafter maybe laid down or fixed in the said portion of land pursuant to this instrument by the Authority its agents contractors servants or workmen shall remain the property of the Authority and DO HEREBY UNDERTAKE not to in anyway interfere with any such installation without first having sought and obtained written approval from the Authority for any development work whatsoever upon the Easement.

229354

SIGNED on behalf of Gwalwa Daraniki Association Incorporated by the Public Officer.

PUBLIC OFFICER

GWALWA DARANIKI ASSOCIATION INCORPORATED
The Common Seal of

DATE 19 DAY of MARCH 1990

Secretary.

NO. 229354

MEMORANDUM OF GRANT OF
ELECTRICITY EASEMENT

GWALWA DARANIKI ASSOCIATION
INCORPORATED

Grantor

-to-

POWER AND WATER AUTHORITY

Grantee

CORRECT FOR THE PURPOSE OF
THE REAL PROPERTY ACT

PRACTITIONER OF THE SUPREME
COURT OF THE NORTHERN
TERRITORY OF AUSTRALIA

MEMORANDUM OF GRANT OF
ELECTRICITY EASEMENT

MEMORANDUM: A memorial of the within Instrument No 229354 was entered in the Register Book of Volume 200 Folio 13 the 23RD day of MARCH 1990 at 12:50 o'clock in the AFTER noon.

Power and Water Authority
4th Floor
Centrepoint Building
48-50 The Mall
DARWIN NT 0801.

Ref:
Telephone: 827111

REGISTRAR GENERAL
NORTHERN TERRITORY OF AUSTRALIA

DEPUTY REGISTRAR-GENERAL

Lodged at Registrar General's Office ... Darwin
Date 20/3/90 Time 11:22:55
Fees $45 Receipt
Lodging Party to Complete
Lodged by DAWA
Requisition to
Instruction to

DEALING LODGEMENT FORM C/

LAND TITLES OFFICE
Nichols Place **Greatorex Building**
G.P.O. Box 3021 **ALICE SPRINGS**
DARWIN, N.T. 0801 **N.T. 0870**

(A) Name and Address of Lodging Party

PAWA

No.	(B) Description of Instrument or Document	Registered Number	Fee
	G of E	V 200 F 13	
		229354	

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.

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:

JAN COLLIER 827503.

LTOLODGE 45,00
Cheque No.....
Cash.....
Other.....

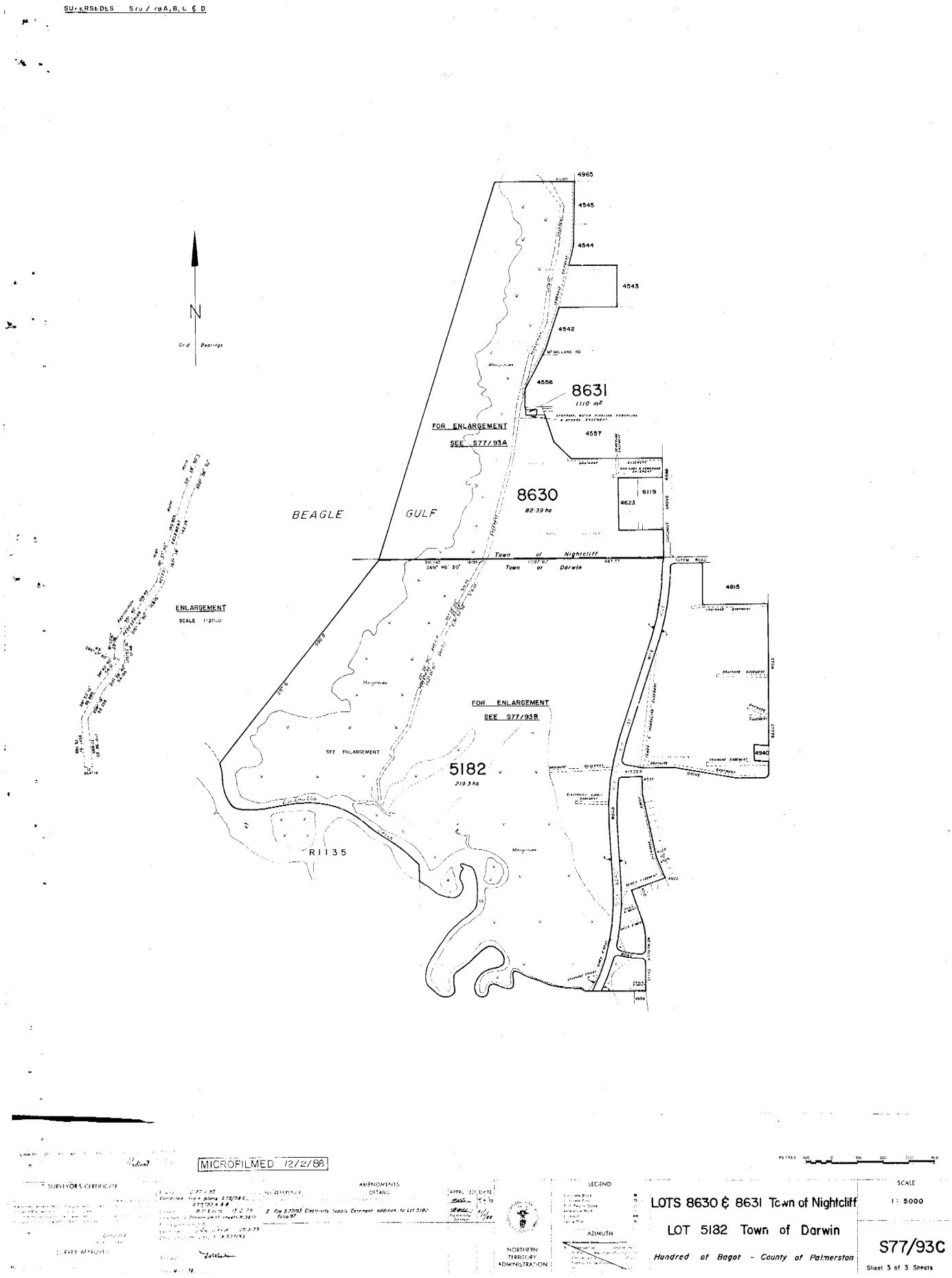
SUB - TOTAL 45,00
CERTIFIED ~~MAIL~~ TOTAL 45,00
TOTAL TENDERED $50,00
CHANGE 5,00

ITEM 1
21-03-90 #111111 1CL 6045 10:42TM

C/.

30/1/90

Government Printer of the Northern Territory



MICROFILMED 12/2/88

SURVEYOR'S CERTIFICATE

SURVEY APPROVED

AMENDMENTS

DETAILS	APPR. ED.	DATE
S 77/93 Completed in Plans S76/78 C, S77/93A & B		
8 Fig S77/93 Electricity Supply Easement addition to Lot 5182 Total 97		

NORTHERN TERRITORY ADMINISTRATION

LEGEND

AZIMUTH

METRES 100 0 100 200 300 400

LOTS 8630 & 8631 Town of Nightcliff

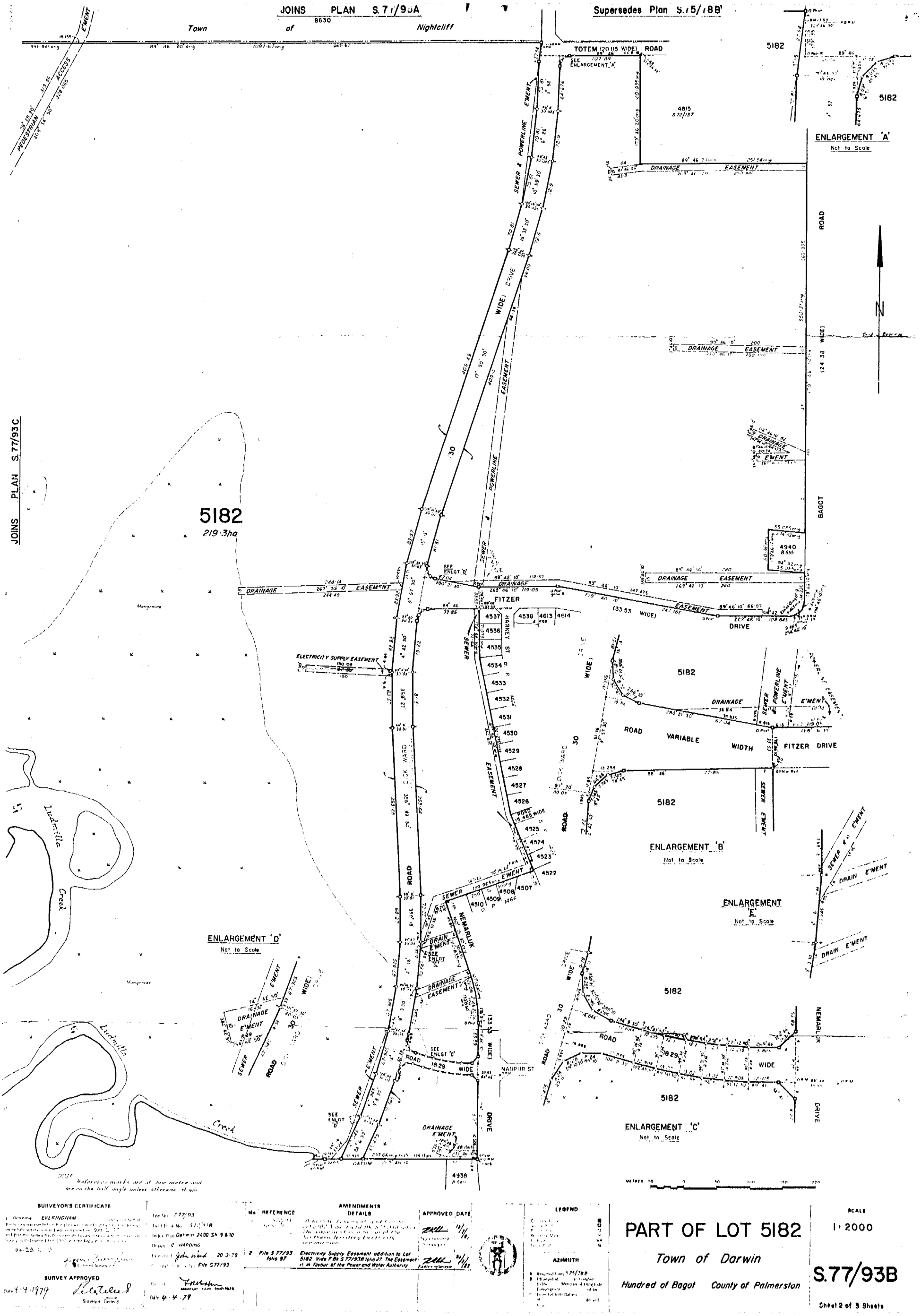
LOT 5182 Town of Darwin

Hundred of Bagot - County of Palmerston

SCALE 1 : 5000

S77/93C

Sheet 3 of 3 Sheets


JOINS PLAN S.71/95A
Town of Nightcliff
Supersedes Plan S.15/188
TOTEM (20.115 WIDE) ROAD
SEE ENLARGEMENT 'A'
5182
4815
S.72/137
ENLARGEMENT 'A'
Not to Scale
DRAINAGE EASEMENT
SEWER & POWERLINE E'MENT
PEDESTRIAN ACCESS
ROAD
JOINS PLAN S.77/93C
5182
219.3ha
Mangroves
Ludmilla Creek
DRAINAGE EASEMENT
ELECTRICITY SUPPLY EASEMENT
FITZER DRIVE
HARNEY ST
COOK WARD ROAD
NEMARLUK DRIVE
NAPIER ST
BAGOT ROAD
ENLARGEMENT 'B'
Not to Scale
ENLARGEMENT 'C'
Not to Scale
ENLARGEMENT 'D'
Not to Scale
ENLARGEMENT 'E'
Not to Scale
DATUM
SURVEYOR'S CERTIFICATE
SURVEY APPROVED
AMENDMENTS DETAILS
LEGEND
AZIMUTH
PART OF LOT 5182
Town of Darwin
Hundred of Bagot County of Palmerston
SCALE 1:2000
S.77/93B
Sheet 2 of 3 Sheets

STAMPED TO COVER
~~Weekly/Monthly~~/Yearly/~~Term~~
RENTAL OF $10,000 -
FOR PERIOD TO 7/7/2094
UP-STAMPING REQUIRED IF RENTAL RE-APPRAISED

S94/224
P.C. 622
1.12 6.1.69(A)

CRIDLANDS

THE NORTHERN TERRITORY OF AUSTRALIA

MEMORANDUM OF SUB-LEASE

GWALWA DARANIKI ASSOCIATION INC. C/- The Public Officer, Lot 8630 Dick Ward Drive, Nightcliff in the Northern Territory of Australia ("the Lessor") being registered or entitled to be registered as the proprietor of an estate of leasehold from the Crown in all that land being Lot 5182 Town of Darwin and Lot 8630 Town of Nightcliff in the said Territory and being the whole of the land comprised in Crown Lease Perpetual No. 671 ("the Head Lease") entered in the Register Book of Crown Leases Volume 200 Folio 13 subject however to the encumbrances liens and interests specified in the attached Memorandum of Encumbrances.

DO HEREBY SUB-LEASE to VYSROSE PTY LTD A.C.N. 009 651 496 whose registered office is situate at the office of Cridlands, 61 Smith Street Darwin in the said Territory ("the Lessee") all that part of the said land as delineated in red on the plan annexed hereto ("the Demised Premises") together with free and unrestricted access to and over so much of that part of the said land as is shaded yellow on the plan annexed hereto and as the Lessee may require from time to time for the purposes of the headworks as hereinafter defined

FOR A TERM of ninety nine (99) years commencing on 8th day of July 1994 and expiring at midnight Central Australian time on 7th day of July 2094 ("the Term")

AT A CLEAR ANNUAL RENTAL of TEN THOUSAND DOLLARS ($10,000.00) payable in advance and without demand by consecutive quarterly payments of TWO THOUSAND FIVE HUNDRED DOLLARS ($2,500.00), the first of such payments to be made on the date of commencement hereof and subsequent payments to be made at three calendar monthly intervals thereafter during the Term.

AT STAMP DUTY 08/08/94
3654 01823701 Lse only $4,996.00

SUBJECT TO the following covenants conditions and restrictions:

LESSEE'S COVENANTS

A. THE LESSEE to the intent that the obligations herein created shall continue throughout the Term or any extension or renewal thereof or any period thereafter during which the Lessee may be in occupation of the Demised Premises HEREBY COVENANTS AND AGREES WITH THE LESSOR as follows:-

345691

RENT

1. To pay the rent hereby reserved without demand and without any deduction whatsoever on the due dates for payment to the Lessor or such other person or person Bank or Banks as the Lessor may from time to time direct.

SERVICE CHARGES

2. To punctually pay all charges whatsoever connected with or incidental to the occupation and use by the Lessee of the Demised Premises including all municipal and sewerage rates and charges telephone electricity water garbage and other cleansing charges and any other utility service furnished to or used

upon the Demised Premises assessed or charged on or in respect of the Demised Premises or by reason of the Lessee's use or occupancy or the business conducted by the Lessee or any Sublessee.

COSTS

3. To pay to the Lessor on demand all architects surveyor's costs consent stamp duty registration and production fees in relation to this sub-lease and also to pay any legal costs and expenses as between solicitor and client incurred by the Lessor as the result of any breach by the Lessee of any of the terms hereof.

INTEREST ON OVERDUE MONEYS

4. To pay to the Lessor on demand interest on any moneys from time to time due and payable by the Lessee to the Lessor under this Sublease but overdue and unpaid calculated on daily rests at a rate 2% higher than the reference rate of the Commonwealth Bank of Australia as at the time when such moneys became due and payable.

TRANSFER ETC OF LEASE

5. Not to assign transfer demise sublet set over or in any manner part with dispose of or share possession of the Demised Premises or any part thereof or the Lessee's rights or interests therein without the consent of the Lessor in writing first had and obtained. The said consent of the Lessor shall not be unreasonably withheld.

PERMITTED USE

6. Not to use or permit the Demised Premises or any part thereof to be used other than as for the purposes of a dine-in and takeaway restaurant with drive-through facility.

MAINTENANCE

7. To keep repair and maintain the Demised Premises and all buildings, structures, improvements, drains, pipes, sanitary and water apparatus erected or constructed on the Demised Premises and all alterations or additions thereto in good and tenantable repair.

CLEANLINESS

8. To keep at all times the Demised Premises (including any lawns and gardens) in a thoroughly clean tidy and sanitary state.

LESSOR'S ACCESS & REMEDY DEFAULT

9. To permit the Lessor his agent or contractor with or without workmen and others at all reasonable times and upon reasonable notice to enter upon and view the condition of the Demised Premises PROVIDED that the Lessor shall not interfere with or obstruct any business or activity conducted on the Demised Premises whether by the Lessee or any other occupier.

STATUTES

10. To duly and punctually comply with and observe at the expense of the Lessee all statutes now or hereafter in force and all ordinances regulations and by-laws thereunder relating to the Demised Premises or to the business of the Lessee carried on thereon and all requirements notices and orders of any

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competent authority with reference to the use (including the sanitation) of the Demised Premises and notwithstanding to whomsoever any notice may be addressed or directed.

LESSOR'S RISK

11. Not to do or omit to do or permit or suffer to be done or omitted to be done anything in or about the Demised Premises or any premises used for the purpose of but not comprised in the Demised Premises whereby the Lessor may become exposed to the liability to pay any penalty damages compensation costs charge or expense and to keep the Lessor indemnified against all such liabilities. This covenant by the Lessee shall be read in aid of and not in derogation of any of the other covenants or agreements on the part of the Lessee hereunder.

WATER DAMAGE

12. To indemnify the Lessor against all loss or damage whatsoever whether direct or consequential occasioned by the use (whether negligent or not) misuse or abuse of the water supplied to the Demised Premises or to any building which may form part of the Demised premises including the use (whether negligent or not) misuse or abuse of the water or other fittings or fixtures by the Lessee or by any person claiming under the Lessee or by any servant agent customer invitee or other person and to pay compensation for all such loss or damage.

LESSEE'S RISK

13. To occupy use and keep the Demised Premises at the risk of the Lessee and at all times to indemnify the Lessor against all damages costs charges expenses actions claims and demands which may be sustained suffered recovered or made against the Lessor by any person for any damage to property death or injury any person may sustain when using entering or being near any part of the Demised Premises arising as a result of any cause or reason whatsoever whether arising naturally negligently or otherwise howsoever (including but without limiting the foregoing in any way whatsoever arising directly or indirectly from rain or other water or liquids flowing or leaking into the Demised Premises) except where caused by a wilful or negligent act of the Lessor or his employees.

SUBLEASE

14. (1) The Lessee shall comply with all the Lessee's covenants contained in the Head Lease as if these covenants were contained herein except where inconsistent with or modified by the terms herein.

(2) The Lessee shall permit the Northern Territory of Australia ("the Territory") to exercise the Lessor's or the Territory's lawful rights and obligations in respect thereof.

(3) Where the Lessee is required to obtain the Lessor's approval or consent thereunder, the Lessee shall in addition obtain the Territory's prior approval or consent.

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(4) In the event of the Territory paying or agreeing to pay compensation for any improvements as referred to in provision 6 of the Head Lease or otherwise, such compensation shall be paid to the Lessee and the Lessor herby assigns to the Lessee any right or entitlement it may at any time during the Term have to the same.

LESSOR'S COVENANTS

B. THE LESSOR HEREBY COVENANTS AND AGREES WITH THE LESSEE as follows:-

PEACEFUL POSSESSION

1. If the Lessee shall pay the rent hereby reserved and perform the agreements herein it shall peacefully hold and enjoy the Demised Premises during the Term without any interruption by the Lessor or any persons rightfully claiming under or in trust for it.

HEAD LEASE

2. Subject to clause A14 hereof to do all acts necessary to keep the Head Lease subsisting and in force at all times during the Term and in the event of termination or surrender of the Head Lease prior to the expiration of the Term of this sublease or the expiration of any renewal thereof (other than as a result of the act or default of the Lessee) to indemnify the Lessee and hold it harmless against any and all loss or damage it may suffer as a result of that termination or surrender of the Head Lease.

LESSEE'S FIXTURES

3. Any fixtures or fittings which may be installed by the Lessee on the Demised Premises may (provided that there shall not be any existing or unsatisfied breach of any conditions or covenants on the part of the Lessee herein contained) be taken down and removed from the Demised Premises by the Lessee for its own benefit at any time prior to the expiration of the Term or any extension or renewal thereof the Lessee doing as little damage as possible to the Demised Premises and making good any damage which may be done in the course of such taking down and removal to the satisfaction of the Lessor or its Architect and any Architect's fees in this connection shall be payable by the Lessee.

ACCESS

4. The Lessee his agents and servants customers and invitees in common with other authorised persons shall be entitled during usual business hours to access to and from the Demised Premises from the street frontage.

Viewed at 15:10:44 on 31/10/2016 by 32GPL.

MUTUAL COVENANTS

C. THE LESSOR AND THE LESSEE MUTUALLY COVENANT AND AGREE as follows:-

DEFAULT

1. If the rent hereby reserved or any part thereof shall be in arrears for fourteen (14) days after the same shall have fallen due whether demanded by the Lessor or not; or if the Lessee shall be in breach or not observe any of the covenants more fully set forth above and shall fail to remedy any such breach or non observance (if the same shall be capable of remedy) within a reasonable period after service upon the Lessee of a notice in writing requiring remedy of the breach or non observance; then the Lessor shall be entitled to institute such proceedings as it may be advised to recover the said arrears of rental and interest thereon or any damages to which it may be entitled. The Lessor shall not have any right to terminate this Sublease or to re-enter the Demised Premises in the event of such default

IMPLIED TERMS NEGATIVED

2. The powers implied into a lease under the provisions of sections 124 and 125 of the Real Property Act and any Act amending, repealing, replacing or substituted therefor or any other implied terms under any legislation whatsoever are hereby negatived and excluded to the fullest extent possible.

HOLDING OVER

3. On the expiration of the said Term or any extension or renewal thereof the Lessee if with the consent of the Lessor it continues in possession of the Demised Premises shall hold the same from the Lessor as a tenant from month to month at the same rate of rental as was payable hereunder immediately prior to the commencement of the said monthly tenancy or any other rental as may be agreed upon from time to time (such rental to be payable in advance) and upon the terms and conditions of these presents so far as they are applicable to a monthly tenancy and such tenancy may be determined by one month's notice in writing which notice may expire at any time and the Lessee shall not in any circumstances hold as a tenant from year to year on the expiration of the Term or on the expiration of any extension or renewal thereof.

4. RENT REVIEW

(1) (a) The rent shall be reviewed on the date one year from the date of commencement of the Term and thereafter on that day in every year (other than those years referred to in sub-clause C4(2)) of the Term (in this sub-clause (1) each such date being called "review date" and each interval between review dates being called "review period") in accordance with the following formula:-

$R = A + (A \times B)$

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Where -
R is rent for that part of the Term to the next ensuing review date.
B is the percentage increase in the All Groups Consumer Price Index: Weighted Average of eight capital cities (or at the option of the Lessor any Index or calculation replacing the same and having substantially the same purpose and basis) between the end of the quarter immediately preceding the commencement of the Term or the last review date whichever is the later and the end of the quarter immediately preceding the review date.
A is the rent payable immediately prior to the review date.

(b) If there shall be a percentage decrease in the relevant Consumer Price Index during a review period rent shall not be reviewed.

(c) If the relevant Consumer Price Index or the relevant replacement thereof is not published prior to any review date the Lessee shall continue to pay rent in the amount which was payable immediately prior to that review date until that Index is published whereupon within twenty one (21) days from the date of such publication the Lessee shall adjust and pay the amount due to the Lessor as rent from the review date.

(2) The rent shall be reviewed on the date nine (9) years from the date of commencement of the Term and thereafter on that date at the expiration of each nine (9) year period during of the Term (in this sub-clause (2) each such date being called a "review date" and each interval between review dates being called a "review period") in the following manner:

(a) The Lessor may at any time during the period 60 days prior to a review date (and in this regard time is of the essence) by notice in writing to the Lessee elect for there to be rent review in accordance with this sub-clause (2) and advise his assessment of the Current Market Rent and require payment of that rent for the respective review period.

(b) The Lessee may within twenty one (21) days after service of the notice aforesaid object to or dispute that assessment. If the Lessee does not object to or dispute that assessment within that twenty one (21) day period by service of a notice in writing stating that objection or dispute (and in this respect time is of the essence) the rent for the relevant review period shall be that amount required by the Lessor pursuant to the aforesaid notice.

(c) Reviewed rents shall be payable from the review date and if the same is not ascertained until after that date the Lessee shall continue to pay rent in the amount which was payable immediately prior to that review date and within twenty one

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(21) days of the reviewed rent being ascertained as herein provided the Lessee shall adjust and pay the amount due to the Lessor as rent from the review date.

(d) If the Lessee shall object to or dispute the Lessor's assessment as aforesaid the current market rent for the relevant review period shall be assessed in accordance with the following provisions.

(e) "Current Market Rent" means the rent that can (as at the review date) be reasonably demanded and expected to be paid for the Demised Premises (in an unimproved state) having regard to the following:-

(i) that the Demised Premises is a vacant allotment in an unimproved state and without any headworks;

(ii) the permitted and authorised uses to which the Demised Premises can reasonably be put as at the review date having regard to the permits authorities regulations and restrictions then applicable to the Demised Premises; and

(iii) the rent payable for comparable vacant unimproved allotments without any headworks under a lease:-

- for a term (having regard to the then balance of the Term); and
- on the terms and conditions,

as are set out and contained in this sublease.

(f) In the event of the Lessee giving to the Lessor a notice in accordance with paragraph (b) of this clause the Current Market Rent shall be determined by two valuers of the Australian Institute of Valuers and Land Economists (or any successor to that organisation) one appointed by the Lessee one appointed by the Lessor and the said valuers shall determine such Current Market Rent. If the two valuers cannot agreed a third valuer so qualified shall be appointed by the two valuers to determine any points in difference between such valuers and subject as aforesaid his decision shall be binding on both the Lessor and Lessee.

(g) Notwithstanding anything herein contained if the said valuers determine that the Current Market Rent is less than that payable immediately prior to the review date then the rent payable shall remain as that which was so payable.

(h) The Lessor and the Lessee shall bear the costs of any determination equally.

FIRST RIGHT OF REFUSAL

5. If the Lessor wishes to lease the Demised Premises (or any part thereof) to any person other than the Lessee at any time during the period of one (1) year after from the expiration of the Term the Lessor shall first give to the

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Lessee a written offer to lease the Demised Premises (or such part as it proposes to lease) to the Lessee at the rental and conditions ("the proposed lease conditions") which it intends to lease the Demised Premises (or any part thereof) to the other person whereupon the Lessee shall have 21 days from and including the date of receipt of such notice during which the Lessee may accept such offer by giving the Lessor written notice of acceptance that the Lessee shall lease the Demised Premises (or such part as is proposed to be leased) on the proposed lease conditions. If the Lessor does not receive such written notice of acceptance within the aforementioned period, the Lessor shall then be at liberty to lease the Demised Premises (or such part thereof as was the subject of the said notice) to the other person at the rental and upon the conditions equal to the proposed lease conditions and times shall be of the essence for the purpose of this clause.

INSURANCE

6. The Lessee shall not later than two (2) weeks from the date hereof take out and thereafter maintain in force during the Term of this Sublease a public risk (occupiers liability) insurance policy in respect of the Demised Premises and the business conducted thereon by the Lessee the total amount covered in each case being not less than FIVE MILLION DOLLARS ($5,000,000.00). The Lessee further covenants that it will pay all premiums in respect of the said insurance and will produce to the Lessor upon demand the policies of insurance receipts for every payment of premium and/or certificates of currency in respect of the policies.

TIME

7. Any notice consent requirement or other communication or legal process to be given to the Lessee or served hereunder shall be deemed to have been duly given or served if handed to the Lessee personally or left at or sent in a pre-paid letter addressed to the Lessee care of the Demised Premises or at the usual or last known address or place of business of the Lessee. A notice or legal process sent by post shall be deemed to have been given or served on the second day after posting. Where the Lessee shall comprise more than one person or company service on any one of them shall be deemed to be service on them all.

NOTICES

8. Any notice consent requirement or other communication or legal process to be given to the Lessee or served hereunder shall be deemed to have been duly given or served if handed to the Lessee personally or left at or sent in a pre-paid letter addressed to the Lessee care of the Demised Premises or at the usual or last known address or place of business of the Lessee. A notice or legal process sent by post shall be deemed to have been given or served on the second day after posting. Where the Lessee shall comprise more than one person or company service on any one or more of them shall be deemed to be service on them all.

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INTERPRETATION

9. In this sublease except where inconsistent with the context:

(a) the words "Lessor" and "Lessee" shall mean and include in the case of natural persons his her or their respective heirs executors and administrators and in the case of a corporation its successors and their (in the case of the Lessee permitted) assigns;

(b) words importing the singular number shall include the plural and vice versa and words importing any gender shall mean and include any other gender;

(c) where more than one Lessee is a party hereto the agreements herein contained or implied shall be deemed to be entered into by the Lessees jointly and severally;

(d) the term "month" means calendar month;

(e) the word "person" includes corporations;

(f) the term "on demand" means within one (1) day;

(g) "headworks" shall mean and include the planning development construction establishment repair maintenance renewal and improvement of all earthworks roadworks engineering works drainage water supply and reticulation sewerage irrigation topographic survey, geo-technical survey, landscaping and any works for the purpose of planning or any environmental impact study.

This Sublease shall be read and construed without reference to margin notes or paragraph headings.

D. The covenants and provisions contained in this Sublease and in any statutory provisions relating hereto are expressly agreed by the parties to cover and comprise the whole of the agreement between them and the existence of any implied collateral or other agreement warranty or representation relating hereto is hereby negatived AND IT IS FURTHER AGREED that no variation of this agreement shall be made otherwise than in writing and signed by both parties.

VYSROSE PTY LTD hereby accepts this sub-lease of the Demised Premises to be held by the Lessee as lessee subject to the covenants conditions restrictions and reservations above set forth.

DATED this 8th day of July 1994

THE COMMON SEAL OF GWALWA)
DARANIKI ASSOCIATION INC.)
was hereunto affixed in the presence of)

GWALWA DARANIKI ASSOCIATION INCORPORATED
The Common Seal

PRESIDENT

TREASURER.

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THE COMMON SEAL OF VYSROSE)
PTY LTD was hereunto affixed in)
accordance with its Articles of)
Association by the authority of a)
resolution of the Board of Directors in)
the presence of)
a Director and)
a Secretary)

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MEMORANDUM OF ENCUMBRANCES

Any easements rights powers or privileges for the purpose of drainage electricity supply pedestrian access and sewerage and water supply required by the Northern Territory of Australia.

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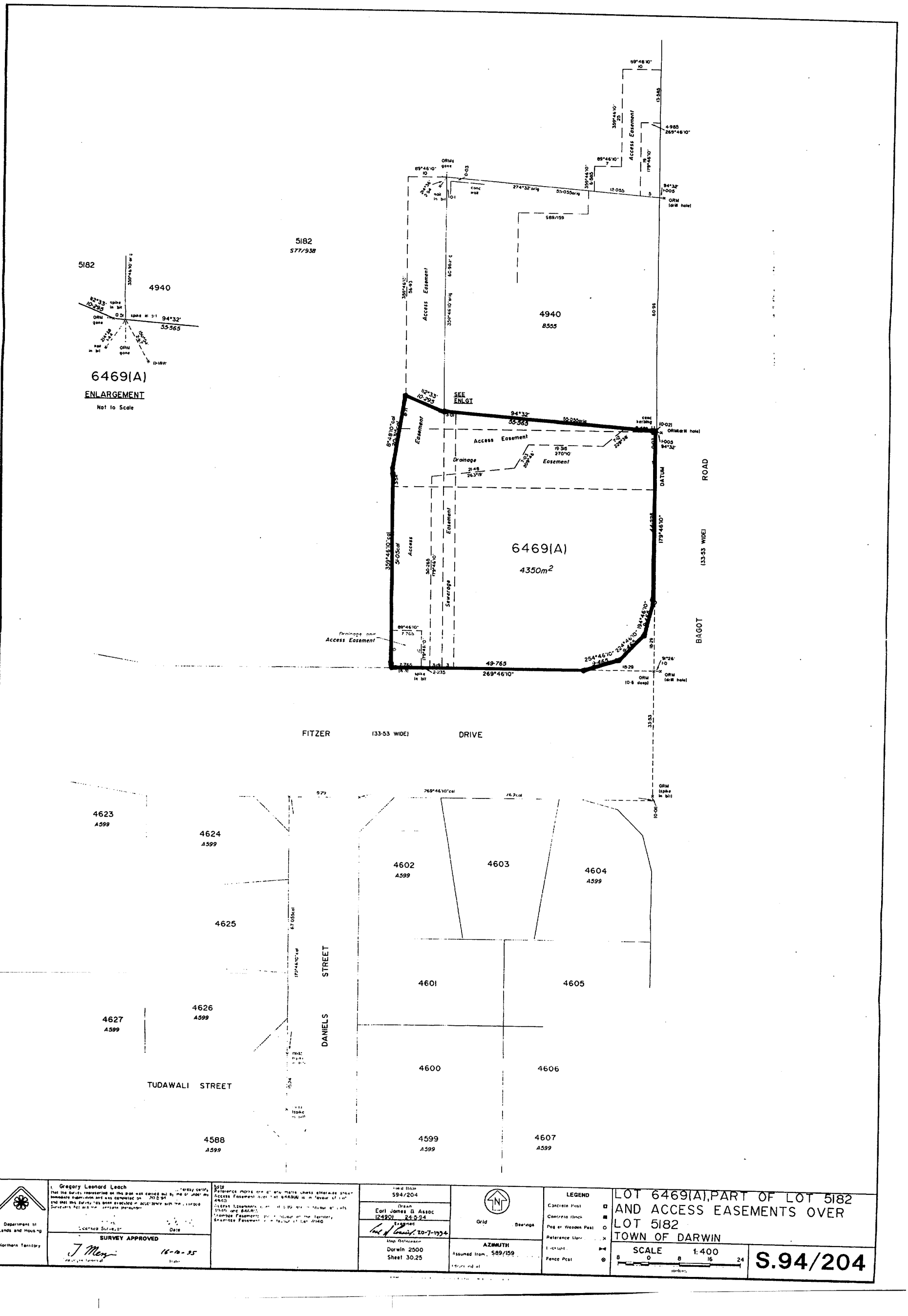
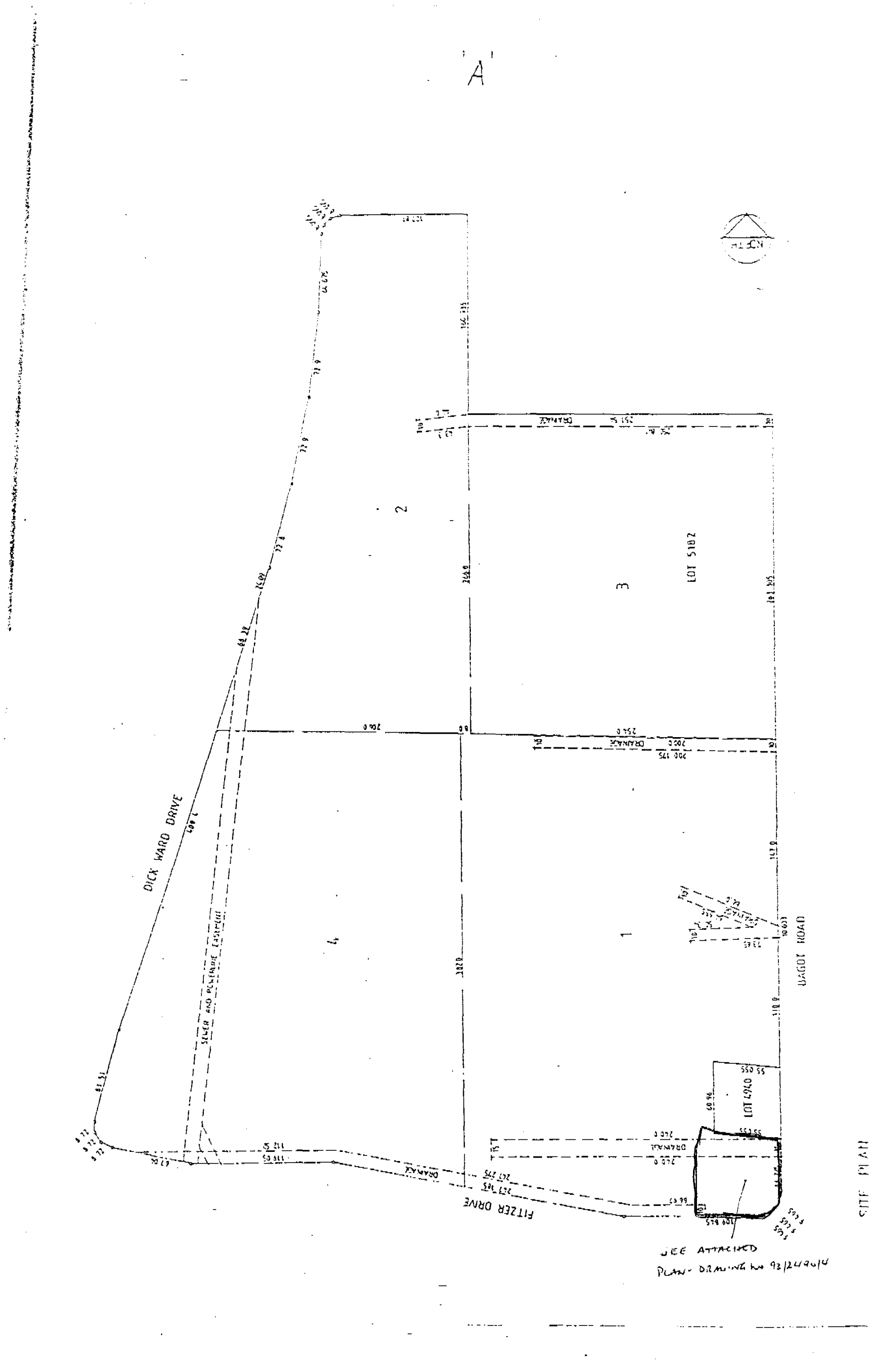

5182
577/938
4940
8555
Access Easement
Drainage Easement
Sewerage Easement
6469(A)
4350m²
SEE ENLGT
ENLARGEMENT
Not to Scale
FITZER (33·53 WIDE) DRIVE
BAGOT ROAD (33·53 WIDE)
DANIELS STREET
TUDAWALI STREET
4623 A599
4624 A599
4625
4626 A599
4627 A599
4588 A599
4599 A599
4600
4601
4602 A599
4603
4604 A599
4605
4606
4607 A599
Gregory Leonard Leach
Licensed Surveyor
Date
SURVEY APPROVED
16-10-95
Field Book 594/204
Drawn Earl James & Assoc 12490I 24·0·94
Engineer 20-7-1994
Map Reference Dorwin 2500 Sheet 30,25
Grid Bearings
AZIMUTH
Assumed from S89/159
LEGEND
Concrete Post
Concrete Block
Peg or Wooden Peg
Reference Mark
Fence Post
LOT 6469(A), PART OF LOT 5182 AND ACCESS EASEMENTS OVER LOT 5182 TOWN OF DARWIN
SCALE 1:400
S.94/204
Department of Lands and Housing
Northern Territory


A
DICK WARD DRIVE
SEWER AND POWERLINE EASEMENT
FITZER DRIVE
DRAINAGE
LOT 5102
LOT 6747
WAGOT ROAD
SITE PLAN
SEE ATTACHED
PLAN - DRAWING No 93/2494/4

3-17444-01

Smith

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

Cridlands

No.	(B) Description of Instrument or Document	Registered Number	Fee
1	Sub-lease	LTO LODG 130.00 DEV LEVY 5.00	$135
		345691 SUBTL 135.00	
		TOTAL	135.00
		CHECK	135.00
		CHANGE	0.00
		ITEM	2
		23-10-95 #111111 2CL	1497 10:59TM
		Cheque No. SUB - TOTAL	
		Cash..... CERTIFIED MAIL	
		Other..... **TOTAL**	$135

To lodge documents for registration
1. Complete panel (A) to (D).
2. Present documents in the sequence listed in panel (C).

(C) Titles, crown leases, duplicate instruments and other documents lodged with the above dealings:

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:

Subl/se to Cridlands
CT to Barr Moore

CODE 1 =
CODE 11 =
CODE 9 =

421
423/96

Government Printer of the Northern Territory 36-33

345691

NO. NORTHERN TERRITORY

REGISTERED ON 17/1/96
AT 9.31

CORRECT FOR THE PURPOSES OF THE REAL PROPERTY ACT 1886 (SOUTH AUSTRALIA)

MEMORANDUM OF SUB-LEASE

GWALWA DARANIKI ASSOCIATION INC.
Lessor

VYSROSE PTY LTD
Lessee

A PRACTITIONER OF THE SUPREME COURT OF THE NORTHERN TERRITORY OF AUSTRALIA

Generals

Lodged in the Registrar-

Office - Darwin

MEMORANDUM

A Memorial of the within instrument No. was entered in the Register Book Volume Folio on the day of 19 at the hour of o'clock in the noon.

Date: 9-1-96 ~~23-10-95~~ Time: 11:39:45
Fee: $135 Receipt: 1497
Lodging party to complete:
Lodged by Cridlands
Requisition to 11
Duplicate to 11

DEPUTY REGISTRAR-GENERAL

CRIDLANDS
Barristers & Solicitors
61 Smith Street
DARWIN NT 0800
Telephone: 43 0400
Reference: RGG:3/17444/01
1135192erw/rgg

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STAMPED TO COVER
~~Weekly~~/~~Monthly~~/Yearly/~~Term~~
1st 10 years 240,000
RENTAL OF $ 20,000 pa. thereafter
FOR PERIOD TO 6/7/2094
UP-STAMPING REQUIRED IF RENTAL RE-APPRAISED

CRIDLANDS

THE NORTHERN TERRITORY OF AUSTRALIA

NT STAMP DUTY 12/08/94
[illegible] Duty $5.00

MEMORANDUM OF UNDER-LEASE

VYSROSE PTY LTD (A.C.N. 009 651 496) the registered office of which is situate at the office of Cridlands, 61 Smith Street, Darwin in the Northern Territory of Australia ("the Under-Lessor") being registered or entitled to be registered as the proprietor of an estate of leasehold under and pursuant to Memorandum of Sublease no 345691 ("the Sub-Lease") entered into between GWALWA DARANIKI ASSOCIATION INC ("the Sub-Lessor") as lessor and the Under-Lessor as lessee in that part of Lot 5182 Town of Darwin in the said Territory as delineated on the plan attached to the Sub-Lease and being part of the land comprised in Crown Lease Perpetual No. 671 entered in the Register Book of Crown Leases Volume 200 Folio 13
subject however to the encumbrances liens and interests specified in the attached Memorandum of Encumbrances.

DOES HEREBY UNDER-LEASE to MCDONALDS PROPERTIES (AUSTRALIA) PTY LTD A.C.N. 008 496 928 the registered office of which is situate at 7th Floor, 60 Marcus Clarke Avenue, Camberra in the Australian Capital Territory ("the Under-Lessee") all that part of the said land as is delineated in red on the plan annexed hereto ("the Demised Premises")
together with the right for the Under-Lessee to erect on the Demised Premises all buildings, structures, improvements, drains, pipes, sewerage facilities, sanitary and water apparatus in accordance with plans and specifications approved by the relevant authorities to enable the Under-Lessee to use the Demised Premises for the use permitted under clause A6
together with a full free and unrestricted right (in common with the Under-Lessor and its agents servants workmen contractors suppliers sub-lessees and licensees and other persons authorised by the Under-Lessor) to the Under-Lessee and its agents servants workmen contractors suppliers sub-lessees and licensees from time to time and at all times during the Term by day or night and with or without vehicles to use that portion of the said land as is hatched in blue on the plan annexed hereto for the purpose of entry egress and regress to the Demised Premises

FOR A TERM equal to the term of the Sub-Lease less one day ("the Term"), that is commencing on 8 July 1994 and expiring at midnight Central Australian time on 6 July 2094
AT A CLEAR RENTAL for the first ten (10) years payable by way of a lump sum of TWO HUNDRED AND FORTY THOUSAND DOLLARS ($240,000.00) at the commencement of this Under-Lease and thereafter at a clear annual rental of TWENTY THOUSAND DOLLARS ($20,000.00) for the balance of the Term payable in advance and without demand by consecutive calendar monthly payments of ONE THOUSAND SIX HUNDRED AND SIXTY SIX DOLLARS AND SIXTY SIX CENTS ($1,666.66), the first of such payments to be made on the 1st day of the eleventh year of the Term and subsequent payments to be made on the same day of each successive calendar month during the Term

SUBJECT TO the following covenants conditions and restrictions:

345692

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UNDER-LESSEE'S COVENANTS

A. THE UNDER-LESSEE to the intent that the obligations herein created shall continue throughout the Term or any extension or renewal thereof or any period thereafter during which the Under-Lessee may be in occupation of the Demised Premises HEREBY COVENANTS AND AGREES WITH THE UNDER-LESSOR as follows:-

SERVICE CHARGES

1. To punctually pay all charges whatsoever connected with or incidental to the occupation and use by the Under-Lessee of the Demised Premises including all gas telephone electricity water garbage and other cleansing charges and any other utility service furnished to or used upon the Demised Premises assessed or charged on or in respect of the Demised Premises or by reason of the Under-Lessee's use or occupancy or the business conducted by the Under-Lessee.

LEGAL COSTS

2. To pay to the Under-Lessor on demand all stamp duty registration and production fees in relation to this Under-Lease and also to pay any legal costs and expenses as between solicitor and client incurred by the Under-Lessor as a result of any breach by the Under-Lessee of any of the terms hereof.

INTEREST ON OVERDUE MONEYS

3. To pay to the Under-Lessor on demand interest on any moneys from time to time due and payable by the Under-Lessee to the Under-Lessor under this Under-Lease but overdue and unpaid calculated on daily rests at a rate 2% higher than the reference rate of the Commonwealth Bank of Australia as at the time when such moneys became due and payable.

TRANSFER ETC OF LEASE

4. Not to assign transfer demise underlet set over or in any manner part with dispose of or share possession of the Demised Premises or any part thereof or the Under-Lessee's rights or interests therein without the consent of the Under-Lessor in writing first had and obtained Provided that such consent shall not be required for any underlease of the Demised Premises to a franchisee of the Under-Lessee or any operator of its system of family restaurants and fast food outlets. The said consent of the Under-Lessor shall not be unreasonably withheld and the Under-Lessee shall remain liable hereunder notwithstanding any such transfer demise underlease or parting with possession or the giving of any such consent.

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MORTGAGE OF LEASE

5. Not to mortgage charge encumber or pledge this Under-Lease or any estate or interest herein (other than granting a floating charge over all the assets of the Under-Lessee but only if the Under-Lessee is a company) without the prior written consent of the Under-Lessor which consent shall not be unreasonably withheld.

PERMITTED USE

6. Not to use or permit the Demised Premises or any part thereof to be used other than as for the purposes of a dine-in and takeaway restaurant with drive-through facility.

UNDER-LESSEE'S BUSINESS

7. To keep the Demised Premises open for carrying on the business of the Under-Lessee during such hours as are usual for a business such as that referred to in the preceding subclause (subject to any restrictions that may be validly imposed pursuant to any Act, Regulation or By-Law or by any competent authority) and to use its best endeavours to develop extend and improve the business and not to do or suffer to be done anything to injure the connections or goodwill of the business.

MAINTENANCE

8. (a) To keep repair and maintain the Demised Premises and all buildings, structures, improvements, drains, pipes, sewerage facilities, sanitary and water apparatus erected or constructed on the Demised Premises and all alterations or additions thereto in good and tenantable repair.

(b) To indemnify the Under-Lessor and keep it indemnified against all or any actions, proceedings, accounts, claims and demands whatsoever which may be sustained, suffered, recovered or made against the Under-Lessor and from all or any losses and liabilities which may arise or be incurred by the Under-Lessor (other than those caused by the deliberate or negligent acts of the Under-Lessor) under or in relation to any easements, rights, powers or privileges now or hereafter granted over, with respect to or for the benefit of the Demised Premises including , but not in any way limited to, the repair and maintenance of any structure or improvement now or hereafter erected of positioned on or within the area the subject of any such easement, right, power or privilege.

GLASS

9. To promptly and at its own expense, repair or replace all broken, cracked or damaged glass in or about the Demised Premises.

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CLEANLINESS

10. To keep at all times the Demised Premises (including any lawns and gardens) in a thoroughly clean tidy and sanitary state.

UNDER-LESSOR'S ACCESS & REMEDY DEFAULT

11. To permit the Under-Lessor his agent or contractor with or without workmen and others at all reasonable times and upon reasonable notice except in cases of emergency to enter upon and view the condition of the Demised Premises and to do any act or thing at the sole expense of the Under-Lessee which the Under-Lessee by the terms hereof or otherwise is required to do and has failed so to do provided that the Under-Lessor shall have first given to the Under-Lessee (except in cases of emergency) thirty (30) days notice of the requirement to do the act or thing in question.

STATUTES

12. To duly and punctually comply with and observe at the expense of the Under-Lessee all statutes now or hereafter in force and all acts regulations and by-laws thereunder relating to the Demised Premises or to the business of the Under-Lessee carried on thereon and all requirements notices and orders of any competent authority with reference to the use (including the sanitation) of the Demised Premises and notwithstanding to whomsoever any notice may be addressed or directed.

UNDER-LESSOR'S RISK

13. Not to do or omit to do or permit or suffer to be done or omitted to be done anything in or about the Demised Premises whereby the Under-Lessor may become exposed to the liability to pay any penalty damages compensation cost charge or expense and to keep the Under-Lessor indemnified against all such liabilities. This covenant by the Under-Lessee shall be read in aid of and not in derogation of any of the other covenants or agreements on the part of the Under-Lessee hereunder.

WATER DAMAGE

14. To indemnify the Under-Lessor against all loss or damage whatsoever whether direct or consequential occasioned by the use (whether negligent or not) misuse or abuse of the water supplied to the Demised Premises or to any building which may form part of the Demised Premises including the use (whether negligent or not) misuse or abuse of the water or other fittings or fixtures by the Under-Lessee or by any person claiming under the Under-Lessee or by any servant agent customer invitee or other person and to pay compensation for all such loss or damage.

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UNDER-LESSEE'S RISK

15. To occupy use and keep the Demised Premises at the risk of the Under-Lessee and at all times to indemnify the Under-Lessor against all damages costs charges expenses actions claims and demands which may be sustained suffered recovered or made against the Under-Lessor by any person for any damage to property death or injury any person may sustain when using entering or being near any part of the Demised Premises arising as a result of any cause or reason whatsoever whether arising naturally negligently or otherwise howsoever (including but without limiting the foregoing in any way whatsoever arising directly or indirectly from rain or other water or liquids flowing or leaking into the Demised Premises except where caused by a wilful or negligent act of the Under-Lessor or his employees).

UNDER-LEASE

16. (a) The Under-Lessee shall comply with all the sub-lessee's covenants contained in the Sub-Lease (other than the payment of rental thereunder) in so far as they relate to the Demised Premises as if those covenants were set out and contained herein except where inconsistent with or modified by the terms hereof;

(b) The Under-Lessee shall permit the Sub-Lessor to exercise the Sub-Lessor's or the Under-Lessor's lawful rights and obligations under or in respect of the Sub-Lease;

(c) Where the Under-Lessee is required to obtain the Under-Lessor's approval or consent hereunder the Under-Lessee shall in addition obtain the prior approval or consent of the Sub-Lessor and where required under the terms of Crown Lease Perpetual No. 671, the consent of the Northern Territory of Australia.

UNDER-LESSOR'S COVENANTS

B. THE UNDER-LESSOR HEREBY COVENANTS AND AGREES WITH THE UNDER-LESSEE as follows:-

PEACEFUL POSSESSION

1. If the Under-Lessee shall pay the rent hereby reserved and perform the agreements herein it shall peacefully hold and enjoy the Demised Premises during the Term without any interruption by the Under-Lessor or any persons rightfully claiming under or in trust for it.

UNDER-LESSEE'S FIXTURES

2. (a) Any fixtures or fittings or improvements which may be installed by the Under-Lessee on the Demised Premises may (provided that there shall not be any existing unsatisfied breach of any conditions or covenants on the part of the Under-Lessee herein contained) be taken down and

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removed from the Demised Premises by the Under-Lessee for its own benefit at any time prior to the expiration of the Term or any extension or renewal thereof the Under-Lessee doing as little damage as possible to the Demised Premises and making good any damage which may be done in the course of such taking down and removal to the satisfaction of the Under-Lessor or his Architect and any Architect's fees in this connection shall be payable by the Under-Lessee.

(b) Without limiting the generality of the foregoing, if the Under-Lessor shall give the under-Lessee notice in writing upon the expiration or termination of this Under-Lease that it requires the removal of the Under-Lessee's fixtures fittings or improvements then the Under-Lessee shall within twenty eight (28) days of receipt of such request remove any such fixtures fittings or improvements (including personal property, plant equipment and stock of every description) in accordance with Sub-clause (a) above, and in default of the Under-Lessee effecting such removal within the period aforesaid the Under-Lessor upon entering in to possession of the Demised Premises may and without any liability to the Under-Lessee whatsoever remove all goods fixtures fittings or improvements from the Demised Premises to such place or places as the Under-Lessor may see fit and may sell (and should there be, as a result of such sale, a surplus pay such to the Under-Lessee) or dump, give away, or otherwise dispose of the same and the Under-Lessor shall be deemed to have the express authority of the Under-Lessee in so doing or to deposit the same in the name and at the expense of the Under-Lessee with a warehouseman selected by the Under-Lessor and in so doing the Under-Lessor shall not be liable or responsible for any loss or for any damage to or warehousing expenses thereby incurred and such goods fixtures fittings or improvements shall be at the Under-Lessee's risk and expense at all times and all costs and expenses incurred by the Under-Lessor in the exercise of the powers hereby conferred shall notwithstanding that this Under-Lease may then have terminated be and be deemed to be a liquidated debt payable by the Under-Lessee to the Under-Lessor upon demand.

SUB-LEASE

3. Subject to the Under-Lessee's compliance with the provisions of clause A16, to pay the rental and do all other acts necessary to keep the Sub-Lease subsisting and in force at all times during the Term and to indemnify the Under-Lessee and keep it indemnified in respect of any loss or damage suffered or incurred by the Under-Lessee as a result of any such failure by the Under-Lessor to keep the Sub-Lease subsisting and in force.

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MUTUAL COVENANTS

C. THE UNDER-LESSOR AND THE UNDER-LESSEE MUTUALLY COVENANT AND AGREE as follows:-

DEFAULT

1. If the rent hereby reserved or any part thereof shall be in arrears for fourteen (14) days after the same shall have fallen due or if the Under-Lessee shall be in breach or not observe any of the covenants more fully set forth above and shall fail to pay such arrears or remedy any such breach or non observance (if the same shall be capable of remedy) within twenty eight (28) days after service upon the Under-Lessee of a notice in writing requiring remedy of the breach or non observance then such failure to pay rent or remedy such breach or non-observance shall be deemed to be a breach of an essential term of this Under-Lease amounting to a repudiation hereof by the Under-Lessee and the Under-Lessor may accept that repudiation and terminate this Under-Lease but without prejudice to any other remedy right or power which the Under-Lessor may have pursuant hereto.

IMPLIED TERMS NEGATIVED

2. The powers implied into a Lease under the provisions of Sections 124 and 125 of the Real Property Act and any Act amending repealing replacing or Substituting therefore or any other implied terms under any legislation whatsoever are hereby negatived and excluded to the fullest extent possible.

WAIVER

3. No waiver by the Under-Lessor of any breach or non observance by the Under-Lessee of any of the Under-Lessee's covenants conditions or agreements herein contained shall be or be construed to be a general waiver and such waiver shall have effect only as to the particular breach or non observance in respect of which it was made. Without limiting the generality of the foregoing any waiver of a continuing breach shall not be construed as a general waiver of that breach so as to allow it to continue during the Term hereof or any part of the Term other than that which precedes that waiver.

NOTICE TO QUIT PERIOD

4. The period fixed by this Under-Lease of any Notice to Quit in respect of the Demised Premises given by the Under-Lessor to the Under-Lessee shall be twenty eight (28) days.

DAMAGES

5. If the Under-Lessee shall conduct himself in such a fashion that the Under-Lessor shall be entitled to terminate this Under-Lease or that this Under-Lease terminates for any reason (including by operation of law) consequent upon

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default or non compliance by the Under-Lessee the Under-Lessor shall whether he has or has not reentered or taken possession of the Demised Premises be entitled to take action against the Under-Lessee for damages consequent upon that conduct default or non compliance and shall be entitled to recover damages therefor which damages shall include damages for any antecedent breach or non compliance and damages for the loss of the entire Term and of the Under-Lessor's bargain provided that the Under-Lessor shall do such things as in the circumstances are reasonably required in order to mitigate its loss arising from such conduct default or non-compliance.

RIGHT TO REMEDY DEFAULT

6. The Under-Lessor may (but shall not be obliged to) remedy at any time without notice any default by the Under-Lessee under this Under-Lease and whenever the Under-Lessor so elects all costs and expenses incurred by the Under-Lessor (including but without limiting the generality of the foregoing all legal costs and expenses on a solicitor and client basis) in remedying a default shall constitute a liquidated debt and shall be paid by the Under-Lessee to the Under-Lessor on demand.

HOLDING OVER

7. On the expiration of the said Term or any extension or renewal thereof if the Under-Lessee, with the consent of the Under-Lessor, continues in possession of the Demised Premises shall hold the same from the Under-Lessor as a tenant from month to month at the same rate of rental as was payable hereunder immediately prior to the commencement of the said monthly tenancy or any other rental as may be agreed upon from time to time (such rental to be payable in advance) and upon the terms and conditions of these presents so far as they are applicable to a monthly tenancy and such tenancy may be determined by one month's notice in writing which notice may expire at any time and the Under-Lessee shall not in any circumstances hold as a tenant from year to year on the expiration of the Term or on the expiration of any extension or renewal thereof.

POWER OF ATTORNEY

8. In the event that this Under-Lease is assigned or transferred from the said McDonalds Properties (Australia) Pty Ltd A.C.N. 008 496 928, and without limiting the discretion or requirements of the Under-Lessor in such circumstances, the Under-Lessor may require as one of the conditions of giving its consent and to secure the interests of the Under-Lessor hereunder, that the assignee or transferee appoints the Under-Lessor its successors or assigns substitute or substitutes to be the attorney of the Under-Lessee to do at the expense of the Under-Lessee all such things in its name and as its act and

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deed as shall be necessary or desirable to remedy any breach or non compliance on the part of the Under-Lessee hereunder and on the expiration or sooner determination hereof to execute a surrender of this Under-Lease and procure the registration of that surrender under the provisions of the Real Property Act.

RENT REVIEW

9 (a) The rent shall be reviewed on the date eleven (11) years from the date of commencement of the Term and thereafter on the anniversary of that day in every subsequent year of the Term (in this sub-clause each such date being called "review date" and each interval between review dates being called "review period") in accordance with the following formula:-

$R = A + (A \times B)$

Where -

R is rent for that part of the Term to the next ensuing review date.

A is the rent payable immediately prior to the review date.

B is the percentage increase in the All Groups Consumer Price Index: Weighted Average of eight capital cities (or at the option of the Under-Lessor any index or calculation replacing the same and having the same purpose and basis) between the end of the quarter immediately preceding the commencement of the Term or the last review date whichever is the later and the end of the quarter immediately preceding the review date.

PROVIDED ALWAYS that the rent shall not be increased in respect of any review period by more than eight per cent (8%).

(b) If there shall be a percentage decrease in the relevant Consumer Price Index during a review period rent shall not be reviewed.

(c) If the relevant Consumer Price Index or the relevant replacement thereof is not published prior to any review date the Under-Lessee shall continue to pay rent in the amount which was payable immediately prior to that review date until that Index is published whereupon within twenty one (21) days from the date of such publication the Under-Lessee shall adjust and pay the amount due to the Under-Lessor as rent from the review date.

(d) If on any review date the index has ceased to be published or has substantially changed its nature from that current at the date of commencement hereof then there shall be substituted any corresponding or substituted index published by the Bureau or its successor provided always that the amount of rental payable immediately after the review date shall not be less than that payable immediately preceding the review date.

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INSURANCE

10. (1) Without prejudice to any other remedy of the Under-Lessor hereunder the Under-Lessee shall from time to time on demand by the Under-Lessor pay to the Under-Lessor any extra or excess premium for insurances on the Demised Premises incurred on account of any extra risk caused by the use to which the Demised Premises are put or allowed to be put by the Under-Lessee.

(2) The Under-Lessee shall at all times during the Term take out and maintain in force the following insurances in respect of the Demised Premises and the business conducted thereon by the Under-Lessee:-

(a) An insurance policy in accordance with the terms of the Work Health Act for his full liability under that Act.

(b) A Public Risk (Occupiers Liability) insurance policy extended to include "goods sold" cover the total amount covered in each case being not less than FIVE MILLION DOLLARS ($5,000,000.00), which cover shall be increased annually on the anniversary of the date of such policy ("the review date") by the percentage increase in the All Groups Consumer Price Index between the end of the quarter immediately preceding the commencement of this Under-Lease (in the case of the first review) or the date of the previous review and the date of the review. If on any review date the Index has ceased to be published or has substantially changed its nature from that current at the date of commencement hereof then there shall be substituted any corresponding or substituted index published by the bureau or its successor provided always that the amount of cover required immediately after the review date shall not be less than that required immediately preceding the review date.

(c) A policy of insurance against loss or damage by fire, storm or tempest, earthquake or malicious damage or accidental breakage of glass and other usual risks with respect to the buildings or other improvements now or hereafter erected on the Demised Premises in the name of the Under-Lessor and the Under-Lessee for the full insurable value thereof in some insurance office approved by the Under-Lessor.

The Under-Lessee further covenants that it will pay all premiums in respect of the said insurances and will produce to the Under-Lessor upon demand the receipts for every payment of premium and/or certificates of currency in respect of the policies.

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RULES & REGULATIONS

11. The Under-Lessor may make such rules and regulations not inconsistent with the rights of the Under-Lessee under the terms hereof as in its judgment are from time to time needful for the safety care and cleanliness of the Demised Premises and for the preservation of good order therein and the Under-Lessee acknowledges and agrees that failure of the Under-Lessee to keep any such rules and regulations as may from time to time be in force shall constitute a breach of the terms of this Under-Lease in the same manner as if the rules and regulations were contained herein as covenants by the Under-Lessee with the Under-Lessor.

TIME

12. Unless the contrary intention appears wherever a period of time is herein limited for the performance of any obligation by either party or for any other purpose that period shall commence at 0900 hours on any relevant commencement date or at 0900 hours on the day after any relevant notice has been served or given or relevant default act event or omission has occurred and expire at 1600 hours on the last day of that period PROVIDED THAT should the last day of any period fall on a non-business day the period shall be extended to 1600 hours on the next succeeding business day.

NOTICES

13. (a) All notices, approvals, consents, demands or other communications required or permitted under this Under-Lease shall be in writing and shall be served personally or in the case of a corporation at the registered office of that corporation or by prepaid post or facsimile transmission at the address of the party indicated below or at such other address as either party may have substituted for it by notice to the other party.

(b) A notice, approval, consent, demand or other communication sent by :-

(i) prepaid certified post is taken to be received on the 3rd, (7th, if outside Australia) day after posting;

(ii) Facsimile transmission, is to be taken to be received, upon production of a transmission report from the facsimile machine of the sender, if produced on a business day otherwise on the next business day, and which shows that the transmission was sent in its entirety and to the facsimile number for the recipient shown below or such other number as the recipient may have substituted for it by notice to the other party.

(c) For the purposes of this clause the address for service of the parties shall be as follows:-

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(i) The Under-Lessor :-

Address: c/- Cridlands (attention Richard Giles) 61 Smith Street Darwin N.T.

Postal Address: GPO Box 2898 Darwin N.T.

Facsimile No: (089) 27 8839

(ii) The Under-Lessee :-

Address and Postal Address: 21-29 Central Avenue, Thornleigh, N.S.W. 2120 with service also to be effected at the First Floor, corner of George and Ann Streets Brisbane Qld. 4000

Facsimile no (07) 236 2798 with a copy to (02) 875 6568

INTERPRETATION

14. In this Under-Lease except where inconsistent with the context the words "Under-Lessor" and "Under-Lessee" shall mean and include in the case of natural persons his her or their respective heirs executors and administrators and in the case of a corporation its successors and their (in the case of the Under-Lessee permitted) assigns. Words importing the singular number shall include the plural and vice versa and words importing any gender shall mean and include any other gender. Where more than one Under-Lessee is a party hereto the agreements herein contained or implied shall be deemed to be entered into by the Under-Lessees jointly and severally. In this Under-Lease the term "month" means calendar month, the word "person" includes corporations and the term "on demand" means within one (1) day. This Under-Lease shall be read and construed without reference to margin notes or paragraph headings.

D. The covenants and provisions contained in this Under-Lease and in any statutory provisions relating hereto are expressly agreed by the parties to cover and comprise the whole of the agreement between them and the existence of any implied collateral or other agreement warranty or representation relating hereto is hereby negatived AND IT IS FURTHER AGREED that no variation of this Under-Lease shall be made otherwise than in writing and signed by both parties.

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DATED this 8th day of July 1994

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year hereinbefore written.

THE COMMON SEAL of VYSROSE PTY LTD was hereunto affixed by authority of the Board of Directors in the presence of:

a Director

and

a Secretary

VYSROSE PTY. LTD. A.C.N. 009 651 498 The Common Seal Of

THE COMMON SEAL of McDONALDS PROPERTIES (AUSTRALIA) PTY LTD was hereunto affixed by authority of the Board of Directors in the presence of:

a Director

and

a ~~Secretary~~

ALTERNATE SIGNATORY

McDONALD'S PROPERTIES (AUSTRALIA) PTY. LIMITED Common Seal A.C.N. 008 496 926

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6469(A)
ENLARGEMENT
Not to Scale

5182
S77/938

4940
8555

SEE ENLGT

6469(A)
4350m²

Access Easement
Drainage Easement
Sewerage Easement
Drainage and Access Easement

DATUM ROAD (33·53 WIDE) BAGOT

FITZER (33·53 WIDE) DRIVE

4623 A599
4624 A599
4625
4626 A599
4627 A599
4588 A599
4599 A599
4600
4601
4602 A599
4603
4604 A599
4605
4606
4607 A599

TUDAWALI STREET
DANIELS STREET

I, Gregory Leonard Leach hereby certify that the Survey represented on the plan was carried out by me or under my immediate supervision and was completed on 20.6.94 and that this Survey has been executed in accordance with the Licensed Surveyors Act and the Surveys Regulations

Licensed Surveyor Date

SURVEY APPROVED
J Meng 16-10-95

Note
Reference marks are of the marks shown otherwise shown
Access Easement over Lot 6469(A) is in favour of Lot 4940
Access Easement over [illegible] in favour of Lots 5182(A) and 6469(A)
Drainage Easements [illegible] in favour of the Territory
Sewerage Easement [illegible] in favour of Lot 5182

Field Book S94/204
Drawn Earl James & Assoc 12490 24-8-94
Examined [illegible] 20-7-1994
Map Reference Darwin 2500 Sheet 30.25

Grid Bearings
AZIMUTH Assumed from S89/159

LEGEND
Concrete Post
Concrete Block
Peg or Wooden Post
Reference Mark
Fence Post

Department of Lands and Housing
Northern Territory

LOT 6469(A), PART OF LOT 5182 AND ACCESS EASEMENTS OVER LOT 5182 TOWN OF DARWIN

SCALE 1:400
8 0 8 16 24 metres

S.94/204

3-174444-01 Smith

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

Cridlands

No.	(B) Description of Instrument or Document	Registered Number	Fee
2	Under Lease x3	LTO CODE 130.00	$135
		DEV LEVY 345692	
		SUBTL	~~135.00~~
		TOTAL	~~135.00~~
		CHEQUE	135.00
		CHANGE	0.00

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.

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:

Undertse to Cridlands
CT to Barr Moore

Cheque No. 23-10-95 #111111 ITEM 2
SUB - TOTAL 2CL 1498 10:59TM
Cash..... CERTIFIED MAIL
Other..... TOTAL $135

CODE 11 =
CODE 9 =

Barr Moore

Government Printer of the Northern

345692

NO. NORTHERN TERRITORY

REGISTERED ON 1-1/96
AT 9·31

MEMORANDUM OF UNDER-EASE

CORRECT FOR THE PURPOSES OF THE REAL PROPERTY ACT 1886 (SOUTH AUSTRALIA)

VYSROSE PTY LTD
Under-Lessor

McDONALDS PROPERTIES (ASTRALIA) PTY LTD
Under-Lessee

A PRACTITIONER OF THE SUPREME COURT OF THE NORTHERN TERRITORY OF AUSTRALIA

Lodged in the Registrar-Generals

Office - Darwin
Date: 9/1/96 ~~23/10/95~~ Time: 11:39:47
Fee: $135 Receipt: 1498
Lodging party to complete:
Lodged by Cridlands
Requisition to .....
Duplicate to .....

MEMORANDUM
A Memorial of the within inument No. was entered in th Register Book Volume F on the day of 19 at the hour of o'cloc in the noon.

DEPUTY REGISTRAR-GENAL

CRIDLANDS
Barristers & Solicitors
61 Smith Street
DARWIN NT 0800
Telephone: 43 0400
Reference: RGG:3/17444/01
111286:RGG

Viewed at 15:10:44 on 31/10/2016 by 32GPL.

FORM 44 Section 191B

NORTHERN TERRITORY OF AUSTRALIA

R No. 360053

LODGED AT THE REGISTRAR-GENERAL'S OFFICE

ON 16/9/96	AT 12:58:25.
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
	~~CUGL~~ CT	454	100	TOWN OF DARWIN	LOT 5182	S77/093B	
				TOWN OF NIGHTCLIFF	8630	S77/093A	

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 12th day of September 1996 in the presence of:

.....
Witness Commissioner for Oaths
TERENCE MICHAEL KELLIHER
8999 4137

16-9-96 Registered on

12.59 At

.....
Correct for the purposes of the *Real Property Act*. A Practitioner of the Supreme Court of the Northern Territory of Australia

C9601803.DOC

360053

A254

DEALING LODGEMENT FORM

16 | 9 | 96

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	360053	

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:

MICHELLE or JOANNE

94133

Cheque No.....	SUB - TOTAL	
Cash.....	CERTIFIED MAIL	
Other.....	**TOTAL**	NIL

CODE 1 =

CODE 11 =

CODE 9 =

Government Printer of the Northern Territory 38-03

[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 THE REGISTRAR

No.	(B) Description of Instrument or Document	Registered Number	Fee
1	INSTRUCTION NOTICE	360053	

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. NIL FILE 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:

REGISTRAR OF TITLES
C4135

Cheque No.	SUB - TOTAL	
Cash	CERTIFIED MAIL	
Other	**TOTAL**	

CODE 1 =
CODE 11 =
CODE 9 =

Government Printer of the Northern Territory 36-33

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Viewed at 15:10:52 on 31/10/2016 by 32GPL.

Form 51

Section 91

Land Title Act

REGISTRAR-GENERAL'S DIRECTIONS

DL00661730D

TORY OF AUSTRALIA

Not liable to Northern Territory stamp duty

Commissioner of Taxes use only

for Commissioner of Taxes

25 / 10 / 2007

Dealing Number: 661730 Lodged 07/12/2007 at 15:45:34

Dealing Type: EG By CASH

Volume 454 Folio 100 Fee $ 90.00 Receipt 212551

CREATION OF EASEMENT IN GROSS

The owner of the land grants to the person(s) specified below the easement for the value described below subject to the conditions set out on the back page. (NOTES 1 – 3)

Register	Volume	Folio	Location	Lot Description	Plan	Unit
CUFT	454	100	Town of Darwin Town of Nightcliff	Lot 5182 Lot 8630	S77/093B S77/093A	N/A

(NOTE 4)

Easement	Plan Electricity Supply Easement as marked on Drawing No 07143/01 (NOTE 5)
Person(s) to whom granted	Power & Water Corporation (NOTE 6)
Value (GST inclusive)	NIL GST Amount NIL (NOTE 7)

The COMMON SEAL of the Owner, the Gwalwa Daraniki Association Inc, was hereby affixed

on (Date) 2nd October 2007

In the presence of

.....

Helen Secretary, Chairperson

Michelle Nelson

Michelle Nelson, Treasurer

.....

SIGNED by the person(s) receiving the benefit of the easement The common seal of the Power and Water Corporation was affixed

on (Date) 12/10/2007

In the presence of:

.....

Qualified Witness:

KEVIN STRANGE GENERAL COUNSEL

.....

ANDREW MACRIDES MANAGING DIRECTOR

(NOTE 8)

Registered on 10/12/2007 At 8:55

CONSENT OF REGISTERED MORTGAGEES (NOTE 9)

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.: .....

CONDITIONS (NOTE 5)

SCHEDULE OF NOTES

1. This form must be used for a Grant of Easement in Gross. For other easements like Access Easements use Form 52.
2. This form may be lodged as an original only and must be typed or completed in biro, and must show the imprint of the Commissioner of Taxes. 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 complete parcel description. If a certificate as to title has been issued it must be produced.
5. A summary of the easement (ie. "sewerage easement"), and a survey plan must be annexed. If the intention is to utilise the easements described in the *Law of Property Act* then the precise descriptive words should be used. For easements not utilising the *Law of Property Act* descriptions the panel conditions above must be completed.
6. Name only (ie. Northern Territory of Australia, Power and Water Corporation, Darwin City Council or XYZ Corporation Pty. Ltd.).
7. Set out the value of the easement inclusive of GST. For the GST amount, if the easement is subject to the margin scheme and the GST amount is unknown insert "margin scheme" in the box provided.
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 1 of the *Land Title Act* and the Registrar-General's Direction.
9. The instrument of Easement in Gross must include the consents of all registered mortgagees of the lot burdened by the easement in gross.

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.

8630

TOTEM ROAD

N

5182

30°46'20"
10
PROPOSED ELECTRICITY SUPPLY EASEMENT
120°46'20"
356.635
358.93
300°46'20"

DRIVE

112.88
10.26
197°50'30"

DICK WARD

FITZER DRIVE

NOTE
The Proposed Easement is in favour of the Power and Water Corporation.

27/9/07
SURVEYOR P.J. MATTHEWS DATE

Certificate of Title:
CUFT Vol. 454 Folio. 100

Plan Reference: S.77/93 B & C

0 50 100 150 200 metres

J MATTHEWS & ASSOCIATES
JMA SURVEYORS
PO Box 3072
Darwin, NT 0801
Phone: (08) 89419961
Fax: (08) 89419981
Mobile: 0419 859567
Email: jmassoc@bigpond.net.au

This drawing and all the information it contains remains the property of J Matthews and Associates Pty Ltd. It is issued on the condition that it must not be copied or reproduced in any way, nor is it to be used for any purpose other than that stated on the original contract for which it was issued. Acceptance of this drawing signifies acceptance of the above conditions and copyright.

CLIENT: TROPICAL AQUACULTURE AUSTRALIA
SCALE: 1 : 3000
benchmark IN QUALITY AS/NZS ISO 9001
COORDINATES: ——
HEIGHT DATUM: ——
DRAWN: JMA 26/09/07
SURVEYED: JMA 21/09/07
CHECKED: JMA
CAD REF.: C:\data\07143\0714301.dwg

TITLE: **Proposed Electricity Supply Easement Over Lot 5182 Town of Darwin**

DRAWING No: **07143/01**
FORMAT SIZE: **A3**
REV.

Northern Territory Government

DEPARTMENT OF PLANNING AND INFRASTRUCTURE www.dpi.nt.gov.au

Land Administration
2nd Floor, Cavenagh House
38 Cavenagh Street
Darwin NT 0800
Postal GPO Box 1680
Darwin NT 0801
Tel (08) 8999 5157
Fax (08) 8999 5404

Our Ref: CLP671

Ms Katie Curyer
Easements Officer
Office of General Counsel
Power and Water Corporation
GPO Box 1921
DARWIN NT 0801

Power and Water Corporation
Scanned 19/10/07
Document
Contact
Action Officer
Name K. CURYER
Initial

Dear Katie

I refer to your email of 10 October 2007, requesting consent to the registration of an easement against Crown Lease in Perpetuity 671 which issued over **Lot 5182, Town of Darwin** and Lot 8630, Town of Nightcliff.

I am pleased to advise that, in accordance with the delegation conferred on me by the Minister on 10 October 2005 to exercise his power under section 47(2) of the *Crown Lands Act*, I consent to the registration of an electricity supply easement in favour of the Power and Water Corporation as shown on Drawing No. 07143/01, on **Lot 5182, Town of Darwin** and Lot 8630, Town of Nightcliff held under Crown Lease Perpetual No. 671.

Yours sincerely

K. Irwin

KAYE CHERYL IRWIN
Assistant Director Land Administration
Delegate of the Minister

17 October 2007

RECEIVED 19 OCT 2007

00212551

DEPARTMENT OF JUSTICE (ABN 84 085 734 992)
REGISTRAR-GENERAL'S OFFICE
NICHOLS PLACE
GPO BOX 3021
DARWIN NT 0801
Enquiries : 8999 6252

1 OF 1

Priority of Lodgement	

TAX INVOICE (RECEIPT) - OFFICE COPY

Lodging Party:
GWALWA DARANIKI ASSOCIATION,
PO BOX 746
NIGHTCLIFF NT 0814

Customer Code:
Self Assessing Code:

Date of Issue	25/10/2007
at	13:22
by	NLO
Application #	00130666

Document Delivery:
GWALWA DARANIKI ASSOCIATION
PO BOX 746
NIGHTCLIFF NT 0814

661730

Registered # ~~t661750~~

If paper title exists enter

Volume _____

Folio _____

Description	GST Incl Amount
EG (LOT 5182 & 8630 DARWIN, NIGHTCLIFF)	90.00

Total Cost excl GST	$90.00
Total GST	$0.00
Total Invoice	$90.00

Payment Details

CHEQUE (000432 NAB DARWIN OFFICE DCB (085933)

Form 52

Section 91

Land Title Act

REGISTRAR-GENERAL'S DIRECTIONS

NORTHERN TERRITORY OF AUSTRALIA

DL00677101D

Commissioner of Taxes use only

NT STAMP DUTY 10/07/08

9218 11720408 CL duty $0.00

CREATION OF EASEMENT

Dealing Number: **677101** Lodged 11/07/2008 at 12:41:40
Dealing Type: EP By CASH
Volume 687 Folio 282 etc. Fee $ 170.00 Receipt 250400

The owner of the land to be burdened by the easement in consideration of an agreement with the owner of the land receiving the benefit of the easement transfers and grants to the owner of the land receiving the benefit of the easement the easement described and valued below over the burdened land subject to the mortgages, encumbrances and other instruments affecting that land including any created by dealings lodged for registration prior to the lodging of this instrument and the owner of the land receiving the benefit of the easement accepts this grant subject to any terms and conditions set out on the back of this document. (NOTES 1–4)

	Register	Volume	Folio	Location	Lot Description	Plan	Unit
LAND BURDENED BY THE EASEMENT (NOTE 5)	CUFT	~~454~~ 790	~~100~~ 207	Town of Darwin	5182 & 8630.	S 77/093B	

VALUE OF EASEMENT (INCLUSIVE OF GST): $1.10 (Inclusive of GST) if demanded; GST Amount $00.10 (NOTE 6)

OWNER OF THE LAND BURDENED BY THE EASEMENT: Name only: Gwalwa Daraniki Association Incorporated (NOTE 7)

	Register	Volume	Folio	Location	Parcel	Plan	Unit
LAND RECEIVING THE BENEFIT OF THE EASEMENT (NOTE 8)	CUFT	687	282	Town of Darwin	Lot 4940	B 000555	

OWNER OF THE LAND RECEIVING THE BENEFIT OF THE EASEMENT: Name only: Latterly Pty Ltd (ACN 054 315 490) (NOTE 9)

EASEMENT: A sewerage easement as described in the attached conditions of easement over the area shown in blue and hatched on the annexed plan S94/204 (NOTE 10)

The Common Seal of GWALWA DARANIKI ASSOCIATION INCORPORATED was affixed by authority of a resolution of GWALWA DARANIKI ASSOCIATION INCORPORATED in the presence of :

Signature HELEN SECRETARY CHAIRPERSON

Full name and position

Signature MICHELLE NELSON

Full name and position SECRETARY / DIRECTOR

on (Date) 11-4-08

GWALWA DARANIKI ASSOCIATION INCORPORATED The Common Seal of

EXECUTED for and on behalf of LATTERLY PTY LTD (ACN 054 315 490) by:

Director – MARIO ISATTI

Director/Secretary – IVY MARGARET ISATTI (NOTE 11)

on (Date) 25.3.08

Registered on 11/7/2008 At 16:32

NORTHERN TERRITORY OF AUSTRALIA REGISTRAR GENERAL

CONSENT OF REGISTERED MORTGAGEES (NOTE 12)

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.: .....

CONDITIONS (NOTE 10)

SCHEDULE OF NOTES

1. This form must be used for a Grant of Easement other than an Easement in Gross.
2. This form may be lodged as an original only and must be typed or completed in biro, and must show the imprint of the Commissioner of Taxes.
3. 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.
4. If there is insufficient space in any panel use the space above or an annexure sheet (Form 95).
5. Volume and Folio references must be given together with complete parcel description. If a certificate as to title has been issued for either the dominant and servient tenement holders it must be produced.
6. Set out the amount in figures inclusive of GST. For the GST amount, if the easement is subject to the margin scheme and the GST amount is unknown insert "margin scheme" in the box provided.
7. Insert full name of owner of the land burdened by the easement. Address is not required.
8. Volume and Folio references must be given together with complete parcel description. If the certificate as to title has been issued for both the dominant and the servient tenement holders it must be produced.
9. Insert full name of owner of the land receiving the benefit of the easement. Address is not required.
10. A summary of the easement (ie. "Sewerage easement" or "Grant of Right of Way") and a survey plan must be annexed. If the intention is to utilise the easements described in the *Law of Property Act* then the precise descriptive words should be used. For easements not utilising the *Law of Property Act* descriptions the panel conditions above must be completed.
11. 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.
12. The instrument of easement must include the consents of all registered mortgagees of the lot burdened by the easement.

11840363/rgg

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.

CRIDLANDSLAWYERS

CONDITIONS OF EASEMENT

SEWERAGE EASEMENT

RECITALS:

A. The Grantor is the registered proprietor of the Land Burdened.

B. The Grantee is the registered proprietor of the Land Benefited.

C. The Grantor and Grantee have agreed to the creation of a sewerage easement on the terms set out in these Conditions of Easement.

OPERATIVE PART:

1 DEFINITIONS

In this Easement:

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

Citiland means Citiland Corporation Pty Ltd (ACN 009 651 496), the Sublessee of the Land Burdened under sublease number 345691 and its successors and assigns;

Easement means the sewerage easement created by this document despite any change in the identity of the parties;

Easement Area means that part of the Land outlined in blue and hatched on the attached plan;

Facilities means the rising main, sewerage pipes and such other equipment situated on or about the Easement Area for the purposes of this Easement;

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Grantee means the person named next to the heading "OWNER OF THE LAND RECEIVING THE BENEFIT OF THE EASEMENT" on the front page of this Easement, and includes a reference to any successors in title;

Grantor means the person named next to the heading "OWNER OF THE LAND BURDENED BY THE EASEMENT" on the front page of this Easement, and includes a reference to any successors in title;

Land Benefited means the land described next to the heading "LAND RECEIVING THE BENEFIT OF THE EASEMENT" on the front page of this Easement;

Land Burdened means the land described next to the heading "LAND BURDENED BY THE EASEMENT" on the front page of this Easement;

McDonalds means McDonalds Australia Limited (ACN 008 496 928) formerly McDonalds Properties (Australia) Pty Ltd, or if it ceases to be the underlessee under Underlease no 345692, the under lessee for the time being of the adjoining part of the Land Burdened under Underlease no 345692.

2 GRANT OF EASEMENT

2.1 This Easement is granted to the Grantee which shall have the use and benefit of the Easement solely for the purpose of conveying sewerage and other effluent through the Facilities.

2.2 This Easement is subject to the easements, rights, powers and privileges of the Northern Territory of Australia for the purpose of drainage.

3 CONDITIONS OF EASEMENT

3.1 This Easement is granted on the following terms:

(a) The Grantor and/or Citiland shall be at liberty to:

(i) at its own cost and expense, increase the capacity of the Facilities or alter the construction or configuration of the Facilities in such manner they shall deem necessary or appropriate;

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(ii) use and allow others (including but not limited to any tenants, sublessees or underlessees of any part of the Land Burdened) to use the Facilities,

provided that:

(A) this shall not oblige the Grantor and/or Citiland to increase, upgrade or alter the Facilities beyond or from that in existence as at the date of the grant of this Easement unless so required to meet Australian Standards if it exercises its rights under Clause 3.1(a)(i);

(B) the Grantor and/or Citiland do not decrease or lower the capacity of the Facilities;

(C) in carrying out such works, the Grantor and/or Citiland shall cause as little inconvenience as is reasonably practical to the Grantee, having regard to the nature and extent of the alterations being made; and

(D) the Facilities will remain private facilities and not be handed over to other bodies or authorities without the prior written agreement of the Grantee.

(b) The Grantee will keep repair and maintain the sewerage pumping station and rising main forming part of the Facilities provided that:

(i) whilst it is the sole user of the pumping station and rising main , the Grantee shall pay the costs of such repairs;

(ii) if the Grantor and/or Citiland allow others (including but not limited to McDonalds) to use the pumping station and rising main, they will be required to contribute a reasonable proportion of the cost of repairs and maintenance as agreed between the parties or failing agreement determined by a suitably qualified expert having regard to their respective use of the Facilities.

(c) Citiland will keep repair and maintain the sewerage pipes situated on the Easement Area at all times in good and substantial repair subject to

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the obligation on the part of the Grantee and McDonalds as users thereof and any persons or companies to whom Citiland may grant underleases or licences to use part of the Land Burdened who may use the sewerage pipes situated on the Easement Area to contribute a reasonable proportion of the cost of repairs and maintenance in accordance with clause 3.1(d) .

(d) The respective contributions to the cost of repairs and maintenance of the sewerage pipes shall be as agreed between the parties or failing agreement determined by a suitably qualified expert having regard to their respective use of the sewerage pipes and calculated by dividing:

(A) the total costs of repairs and maintenance of the sewerage pipes, subject to the parties receiving prior notice of the estimated cost of the proposed repairs and maintenance;

by

(B) the number of separately occupied premises each party has connected to and using the sewerage pipes.

(e) Any expert to be appointed pursuant to this clause 3.1 shall be appointed by agreement between Citiland, the Grantee and McDonalds and failing agreement as to such appointment, by the then President of the Law Society (or any body in substitution or replacement for the Law Society) at the request of any of those parties. The costs of such expert shall be borne by the Grantee, McDonalds and Citiland or any persons or companies to whom Citiland may grant under-leases or licences to use part of the Land in the proportions determined by the expert as their respective contribution to the cost of repairs and maintenance. The decision of such expert shall be final and binding on the parties.

(f) The parties specifically acknowledge and confirm that McDonald's shall not be required to meet any cost of repairs and maintenance under this clause 3.1 relating to any blockage of those sewerage pipes comprising

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part of the Facilities where the blockage occurs other than from the point of McDonald's connection to the sewerage pipes within the Burdened Land through to the point where the sewerage pipes connect with the main sewer in Fitzer Drive.

4 EASEMENT TO BIND SUCCESSORS

This Easement shall remain in full force and effect and shall bind and enure for the benefit of parties hereto and their respective successors and assigns according to its terms.

5 POWER OF ATTORNEY

5.1 The Grantee hereby grants a limited form of power of attorney to the Grantor and Citiland (jointly and severally) which limited form of power of attorney shall be irrevocable, allowing the Grantor or Citiland to grant and execute:

(a) any consent required from the Grantee (as the holder of this Easement) to an application for consent by the Grantor and/or Citiland to the Development Consent Authority (or any authority or body established in substitution for the Development Consent Authority and any other relevant and competent authority) to develop any part of the Land Burdened, provided that the Grantor and/or Citiland give at least 21 days prior written notice to the Grantee where any such application relates to any development within 60 metres of the boundary of the Land Benefited;

(b) any consent required from the Grantee (as the holder of the Easement) to the registration of any other dealings in or over the Land Burdened on the title thereto, provided that GDA or Citiland will give at least 21 days prior written notice to the Grantee where any such dealing relates to any land within 60 metres of the boundary of the Land Benefited;

Any notice given to the Grantee pursuant to this clause will be given care of GPO Box 2116, Darwin, NT 0801 or to such alternate address of which the Grantee may notify the Grantor in writing, with a copy to be provided to Susan Porter at De Silva Hebron, Barristers and Solicitors, GPO Box 488, Darwin, NT 0801.

Viewed at 15:10:31 on 31/10/2016 by 32GPL.

6 COMMUNICATIONS

6.1 Any communication in connection with the Easement:

(a) Must be in writing.

(b) May be left at the address of the addressee or sent by prepaid ordinary post to the address of the addressee as may be expressed herein or as otherwise indicated on the Certificate of Title.

6.2 Unless a later time is specified any communication takes effect from the time it is received.

6.3 A communication is deemed to be received on the 2nd day after posting.

7 INTERPRETATION

7.1 In the interpretation of this Easement, unless the context otherwise requires:

(a) Headings are inserted for convenience only and must not be referred to in the interpretation of this Easement;

(b) References to the singular member include the plural and vice versa and references to one gender include every other gender;

(c) A reference to any person includes a body corporate, an unincorporated association, form or an authority and includes that person's executors, administrators, successors, substitutes and assigns;

(d) A reference to legislation includes an amendment of or substitution for it and a regulation or other statutory instrument made under it;

(e) If an action must be taken within a specified time, that time is to be calculated exclusive of the day or date stated as the commencement of the timeframe or period of time;

(f) A reference to the whole of a thing includes a reference to a part;

(g) All obligations are taken to be required to be performed properly and punctually;

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(h) Anything to be done on a day that is not a business day may be done on the next business day;

(i) Every obligation of a party is taken to include an obligation by that party to ensure that each of its employees and others under its control comply with that obligation; and

(j) This Easement is not to be construed in favour of one party on the basis that another party drafted this Easement.

8 1992 AGREEMENT

The Grantee acknowledges its continuing obligation to pay the annual amount calculated, adjusted and payable under clause 10 of an Agreement between the Grantor and the Grantee dated 19 August 1992.

Viewed at 15:10:31 on 31/10/2016 by 32GPL.

EXECUTED this 11 day of APRIL ~~2007~~ 2008

The Common Seal of GWALWA DARANIKI ASSOCIATION INCORPORATED was affixed by authority of a resolution of GWALWA DARANIKI ASSOCIATION INCORPORATED in the presence of:

Signature

HELEN SECRETARY, CHAIRPERSON

Full name and position

Signature

MICHELLE NELSON SECRETARY / DIRECTOR

Full name and position

on (Date) 11-4-08

GWALWA DARANIKI ASSOCIATION INCORPORATED The Common Seal Of

EXECUTED for and on behalf of LATTERLY PTY LTD (ACN 054 315 490) in accordance with section 127 of the *Corporations Act 2001*:

Director

Director/Secretary

on (Date) 25.3.08

Viewed at 15:10:31 on 31/10/2016 by 32GPL.

EXECUTED for and on behalf of CITILAND CORPORATION PTY LTD (ACN 009 651 496) in accordance with section 127 of the *Corporations Act 2001*:

.....

Director

.....

Director/Secretary

on (Date)..... 10 JUNE 2008 .....

EXECUTED for and on behalf of MCDONALDS AUSTRALIA LIMITED (ACN 008 496 928) ~~in accordance with section 127 of the *Corporations Act 2001*:~~ pursuant to the authority of its Board of Directors in the presence of:

.....

Director STUART SPICER
ALTERNATIVE SIGNATORY
AS DIRECTED
BY THE BOARD

.....

Director/Secretary ROWENA BEVERLEY HUBBLE
COMPANY SECRETARY

on (Date).... 29-05-08 .....

McDONALD'S AUSTRALIA LIMITED Common Seal A.C.N. 008 496 928

11879786/rgg

Viewed at 15:10:31 on 31/10/2016 by 32GPL.

"A"

5182
577/932

4940
6505

6469(A)
4350m²

ENLARGEMENT
Not to Scale

Right of Way Easement
Access Easement
Drainage
Right of Way
Drainage and Right of Way Access Easements

DATUM ROAD
BAGOT (33-53 WIDE)

FITZER (33-53 WIDE) DRIVE

4623 A599
4624 A599
4625
4626 A599
4627 A599
4588 A599
4602 A599
4603
4604 A599
4601
4605
4600
4606
4599 A599
4607 A599

DANIELS STREET
TUDAWALI STREET

Note
Access Easements amended to Rights of Way Easements vide file S94/204 folio 32
Plan approved as amended
Robert Smith 11/7/05
Acting Surveyor General

I, Gregory Leonard Leach hereby certify that the survey represented on this plan was carried out by me or under my immediate supervision and was completed on 20-5-94 and that this survey has been amended in accordance with the Licensed Surveyors Act and the Directions thereunder.
Licensed Surveyor 25/5/94 Date

Department of Lands and Housing
Northern Territory

SURVEY APPROVED
Surveyor-General 16-11-95 Date

Note
Reference marks are at star dabs unless otherwise stated
Access Easement over Lot 6469(A) is in favour of Lot 4940
Drainage Easements are in favour of the Territory
Easement is in favour of Lot 4940
Right of Way Easement over Lot 6469(A) is in favour of Lot 4940
Right of Way Easements over Lot 5182 are in favour of Lots 4940 and 6469(A)

Field Book S94/204
Drawn East James & Assoc (2490) 24-6-94
Examined 20-7-1994
Map Reference Dorrnie 2500 Sheet 39.25

GRID Bearings

AZIMUTH Assumed from S89/159
Observed at

LEGEND
Concrete Post
Concrete Block
Peg or Wooden Post
Reference Mark

RIGHT OF WAY
LOT 6469(A), PART OF LOT 5182
AND ~~ACCESS~~ EASEMENTS OVER
LOT 5182
TOWN OF DARWIN

SCALE 1:400
0 8 16 24 metres

S.94/204

Northern Territory Government

DEPARTMENT OF PLANNING AND INFRASTRUCTURE www.dpi.nt.gov.au

Land Administration
2nd Floor. Cavenagh House
38 Cavenagh Street
Darwin NT 0800
Postal GPO Box 1680
Darwin NT 0801
Tel (08) 8999 6499
Fax (08) 8999 5404

Our Ref: CLP671
Your Ref: RCG/3092996

Mr Richard Giles
Cridlands Lawyers
GPO Box 1302
DARWIN NT 0801

14 MAY 2008

Dear Mr Giles

I refer to your letter of 14 April 2008, requesting consent to the registration of the following easements on Lot 5182, Fitzer Drive, Town of Darwin.

a) Fitzer Drive Right of Way
b) Bagot Road Right of Way
c) Sewage Easement

I am pleased to advise that, in accordance with the delegation conferred on me by the Minister on 10 October 2005 to exercise her power under section 47(2) of the *Crown Lands Act*, I consent to the registration of the above easements as outlined in your letter of 14 April 2008.

This consent is purely for the registration of the said easements against Crown Lease in Perpetuity No. 671 and does not endorse any development works associated with the easements.

Yours sincerely

JACQUALINE ANN STANGER
A/Assistant Director Land Administration
Delegate of the Minister

9 May 2008

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	
CUFT	454	100	Town of Darwin	5182	S 77/093B		(NOTE 1–2)

INSTRUMENT BEING CONSENTED TO (Item 1)

Instrument Type: Creation of easement (Sewage Easement)
Dated: 11/4/2008
Names of Parties: Gwalwa Daraniki Association Incorporated and Latterly Pty Ltd (ACN 054 315 490)

(NOTE 3)

INSTRUMENT UNDER WHICH CONSENT REQUIRED (Item 2)

Dealing Type: Drainage Easement to Northern Territory of Australia
Dealing No:
Name of consenting party: Northern Territory of Australia

(NOTE 4)

EXECUTION BY CONSENTING PARTY (Item 3)

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)

EXECUTED for and on behalf of the Northern Territory of Australia
on (Date) 10 June 2008
By being signed by:

.....
Signature

NICHOLA JUNE DIANTOINE
Print name

In the presence of:

.....
Signature

Brian Dobie
Print name *Commissioner for Oaths*
Ph: (08) 8999 6230

(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.

11988525/val

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.

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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
CUFT	454	100	Town of Darwin	5182	S 77/093B	

(NOTE 1–2)

INSTRUMENT BEING CONSENTED TO (Item 1)

Instrument Type: Creation of Easement (Sewerage Easement)
Dated:
Names of Parties: Gwalwa Daraniki Association Incorporated and Latterly Pty Ltd (ACN 054 315 490)

(NOTE 3)

INSTRUMENT UNDER WHICH CONSENT REQUIRED (Item 2)

Dealing Type: Caveat No. 347476
Dealing No:
Name of consenting party: Citiland Corporation Pty Ltd (ACN 009 651 496) formerly Vysrose Pty Ltd

(NOTE 4)

EXECUTION BY CONSENTING PARTY (Item 3)

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)

EXECUTED for and on behalf of CITILAND CORPORATION PTY LTD (ACN 009 651 496) in accordance with section 127 of the *Corporations Act 2001*:

on (Date) 7 JULY 2008

.....
Director

TONY FU CHUN TAPE
Print name

.....
Director/Secretary

JAPE ALAN FU KIUNG
Print name

(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.

11964483/val

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.

00250400

00250401

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 4

Priority of Lodgement	34

TAX INVOICE (RECEIPT) - OFFICE COPY

Lodging Party:
CRIDLANDS,
GPO BOX 1302
DARWIN 0801

Customer Code: CRIA
Self Assessing Code: N

Date of Issue	07/07/2008
at	14:06
by	SREA
Application #	00149810

Document Delivery:
CRIDLANDS
GPO BOX 1302
DARWIN 0801

Lodgement No 677101

If paper title exists enter

Volume _____

Folio _____

Description	GST Incl Amount
CREATION OF EASEMENT (LOT 5182 T/DARWIN)	135.00
NOTING FEE (LOT 4940 T/DARWIN)	35.00

Total Cost excl GST	$170.00
Total GST	$0.00
Total Invoice	$170.00

Payment Details

CHEQUE (016851 ANZ DARWIN (015901))

Form 52

Section 91

Land Title Act
REGISTRAR-GENERAL'S DIRECTIONS

NORTHERN TERRITORY OF AUSTRALIA

DL00677102D

Commissioner of Taxes use only

NT STAMP DUTY 10/07/08

9218 11720405 CL duty $0.00

Dealing Number: 677102 Lodged 11/07/2008 at 12:41:42
Dealing Type: EP By CASH
Volume 687 Folio 282 etc. Fee $ 170.00 Receipt 250398

CREATION OF EASEMENT

The owner of the land to be burdened by the easement in consideration of an agreement with the owner of the land receiving the benefit of the easement transfers and grants to the owner of the land receiving the benefit of the easement the easement described and valued below over the burdened land subject to the mortgages, encumbrances and other instruments affecting that land including any created by dealings lodged for registration prior to the lodging of this instrument and the owner of the land receiving the benefit of the easement accepts this grant subject to any terms and conditions set out on the back of this document. (NOTES 1–4)

	Register	Volume	Folio	Location	Lot Description	Plan	Unit
LAND BURDENED BY THE EASEMENT (NOTE 5)	CUFT	~~454~~ 720	~~100~~ 207	Town of Darwin	5182 & 8630	S 77/093B	

VALUE OF EASEMENT (INCLUSIVE OF GST): $1.10 (Inclusive of GST) if demanded; GST Amount $00.10 (NOTE 6)

OWNER OF THE LAND BURDENED BY THE EASEMENT: Name only: Gwalwa Daraniki Association Incorporated (NOTE 7)

	Register	Volume	Folio	Location	Parcel	Plan	Unit
LAND RECEIVING THE BENEFIT OF THE EASEMENT (NOTE 8)	CUFT	687	282	Town of Darwin	Lot 4940	B 000555	

OWNER OF THE LAND RECEIVING THE BENEFIT OF THE EASEMENT: Name only: Latterly Pty Ltd (ACN 054 315 490) (NOTE 9)

EASEMENT: A Right of Way easement as described in the attached conditions of easement over the area shown in green and hatched on the plan S94/5204 annexed hereto and marked with the letter "A".. (NOTE 10)

The Common Seal of GWALWA DARANIKI ASSOCIATION INCORPORATED was affixed by authority of a resolution of GWALWA DARANIKI ASSOCIATION INCORPORATED in the presence of :

Signature .....
Full name and position HELEN SECRETARY / CHAIRPERSON

Signature .....
Full name and position MICHELE NELSON, SECRETARY / DIRECTOR

on (Date) 11-4-08

GWALWA DARANIKI ASSOCIATION INCORPORATED Common Seal

EXECUTED for and on behalf of LATTERLY PTY LTD (ACN 054 315 490) by:

Director - MARIO ISATTI

Director/Secretary IVY MARGARET ISATTI (NOTE 11)

on (Date) 25.3.08

NORTHERN TERRITORY OF AUSTRALIA REGISTRAR GENERAL

Registered on 11/7/2008 At 16:32

CONSENT OF REGISTERED MORTGAGEES (NOTE 12)

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.: .....

CONDITIONS (NOTE 10)

SCHEDULE OF NOTES

1. This form must be used for a Grant of Easement other than an Easement in Gross.
2. This form may be lodged as an original only and must be typed or completed in biro, and must show the imprint of the Commissioner of Taxes.
3. 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.
4. If there is insufficient space in any panel use the space above or an annexure sheet (Form 95).
5. Volume and Folio references must be given together with complete parcel description. If a certificate as to title has been issued for either the dominant and servient tenement holders it must be produced.
6. Set out the amount in figures inclusive of GST. For the GST amount, if the easement is subject to the margin scheme and the GST amount is unknown insert "margin scheme" in the box provided.
7. Insert full name of owner of the land burdened by the easement. Address is not required.
8. Volume and Folio references must be given together with complete parcel description. If the certificate as to title has been issued for both the dominant and the servient tenement holders it must be produced.
9. Insert full name of owner of the land receiving the benefit of the easement. Address is not required.
10. A summary of the easement (ie. "Sewerage easement" or "Grant of Right of Way") and a survey plan must be annexed. If the intention is to utilise the easements described in the *Law of Property Act* then the precise descriptive words should be used. For easements not utilising the *Law of Property Act* descriptions the panel conditions above must be completed.
11. 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.
12. The instrument of easement must include the consents of all registered mortgagees of the lot burdened by the easement.

11840365/scp

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.

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CRIDLANDSLAWYERS

CONDITIONS OF EASEMENT

BAGOT ROAD RIGHT OF WAY

RECITALS:

A. The Grantor is the registered proprietor of the Land Burdened.

B. The Grantee is the registered proprietor of the Land Benefited.

C. The Grantor and Grantee have agreed to the creation of a right of way easement on the terms set out in these Conditions of Easement.

OPERATIVE PART:

1 DEFINITIONS

In this Easement:

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

Citiland means Citiland Corporation Pty Ltd (ACN 009 651 496), the Sublessee of the Land Burdened under sublease number 345691 and its successors and assigns;

Easement means the right of way easement created by this document despite any change in the identity of the parties;

Easement Area means that part of the Land outlined in green and hatched on the plan attached and marked with the letter "A";

Grantee means the person named next to the heading "OWNER OF THE LAND RECEIVING THE BENEFIT OF THE EASEMENT" on the front page of this Easement, and includes a reference to any successors in title;

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Grantor means the person named next to the heading "OWNER OF THE LAND BURDENED BY THE EASEMENT" on the front page of this Easement, and includes a reference to any successors in title;

Land Benefited means the land described next to the heading "LAND RECEIVING THE BENEFIT OF THE EASEMENT" on the front page of this Easement;

Land Burdened means the land described next to the heading "LAND BURDENED BY THE EASEMENT" on the front page of this Easement;

2 GRANT OF EASEMENT

2.1 This Easement is granted to the Grantee together with its servants, agents, workmen, contractors, suppliers, invitees, lessees, sublessees and their servants, agents, workmen, contractors, suppliers and invitees, who are entitled to enter on and pass along or over the Easement Area with or without a vehicle.

2.2 The Easement is granted to the Grantee as above in common with rights of access by Citiland and its servants, agents, workmen, contractors, suppliers, invitees, lessees, sublessees and their servants, agents, workmen, contractors, suppliers and invitees.

3 CONDITIONS OF EASEMENT

3.1 This Easement is granted on the following terms:

(a) The Grantee will at all times during the currency of the Easement, at its own cost keep repair and maintain the Easement Area in good and substantial repair and to the standards required by the Northern Territory of Australia.

(b) The Grantee can upgrade the road in the Easement Area with the prior written consent of the Grantor and Citiland (not to be unreasonably withheld). The Grantee will provide to the Grantor and Citiland details of the works and the schedule of works to be undertaken at the time of requesting consent and the works will be undertaken within the scheduled time, in accordance with good practice and the requirements of any relevant authorities.

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4 DEVELOPMENT OF EASEMENT AREA

4.1 It is acknowledged and agreed that:

(a) Citiland is presently contemplating an extension of the Easement Area in and along the area hatched black on the plan attached and marked with the letter "B" (such area however it is finally configured being called "the Bagot Slip Lane") for the purpose of providing access onto Bagot Road from premises located in or about the Bagot Slip Lane, but such extension and exit onto Bagot Road shall not be any further from the northern boundary of Lot 4940 than as hatched black on the plan attached and marked with the letter "B" AND for the purpose of such aforesaid extension, the Grantor and/or Citiland are at liberty to alter, extend or relocate the road on the Easement Area in such manner as is appropriate; and

(b) nothing in this Easement shall oblige the Grantor and/or Citiland to alter extend or relocate the road on the Easement Area beyond or from that in existence as at the date of the grant of this Easement;

(c) the Grantor and/or Citiland in carrying out such works shall cause as little inconvenience as is reasonably practical to the Grantee, having regard to the nature and extent of the alteration, extension or relocation made; and

(d) the Grantor and/or Citiland may use and allow others (including but not limited to any tenants, sublessees or underlessees of any part of the Land Burdened) to use the Easement Area as altered, extended or relocated (ie the Bagot Slip Lane).

4.2 If the Grantor and/or Citiland alters, extends or relocates the road on the Easement Area and thereby creates or establishes a road on the Bagot Slip Lane and allows others to use the road on the Bagot Slip Lane, the Grantee, Citiland and the other users will each contribute a reasonable proportion of the construction costs of the road and all improvements (including but not limited to drains, culverts, footpaths, lighting, signage and landscaping) constructed or

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erected on or as part of the Bagot Slip Lane, save and except that the Grantee's contribution shall be limited to the actual cost of the civil construction works of the first 30 metres of the Bagot Slip Lane as certified by the Contractor engaged to construct the Bagot Slip Lane.

4.3 If the Bagot Slip Lane is not required to be a public road the Grantor shall grant to the Grantee a Right of Way Easement (in common with others) over the Bagot Slip Lane:

(a) in terms of Part A of Schedule 3 of the Law of Property Act;

(b) over which the Grantee and its servants, agents, workmen, contractors, suppliers, invitees, lessees, sublessees and their servants, agents, workmen, contractors, suppliers and invitees are also entitled to enter on and pass along with or without a vehicle;

(c) on condition that Citiland will repair and maintain the road over the Bagot Slip Lane in good condition and the Grantee, Citiland and the other users will each contribute a reasonable proportion of the repair and maintenance costs of the road in such proportions and manner as agreed between the parties or failing agreement determined by a suitably qualified expert having regard to their respective use of the Bagot Slip Lane. The expert shall be appointed by agreement between Citiland, the Grantee and the other users and failing agreement as to such appointment, by the then President of the Law Society (or any body in substitution or replacement for the Law Society) at the request of any of those parties. The costs of such expert shall be borne by the Grantee and the other users in the proportions determined by the expert. The decision of such expert shall be final and binding on the parties.

4.4 On the grant of a Right of Way Easement over the Bagot Slip Lane in terms of paragraph 4.3, the Grantee will execute an extinguishment of easement (in registrable form) of this Easement.

4.5 The Grantee acknowledges and agrees that the Grantor may apply for and obtain a separate allotment number for the Easement Area or an area which includes the Easement Area, subject to:

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(a) this Easement (or an easement in the same terms) remaining registered over any title to such separate allotment; and

(b) the rights and obligations of the parties to this Easement remaining unaffected by the creation of such new separate allotment.

5 EASEMENT TO BIND SUCCESSORS

This Easement shall remain in full force and effect and shall bind and enure for the benefit of parties hereto and their respective successors and assigns according to its terms.

6 POWER OF ATTORNEY

6.1 The Grantee will grant a limited form of power of attorney to the Grantor and Citiland (jointly and severally) which limited form of power of attorney shall be irrevocable, allowing the Grantor and/or Citiland to grant and execute:

(a) Any consent required from the Grantee (as the holder of the Easement) to an application for consent by the Grantor and/or Citiland to the Development Consent Authority (or any authority or body established in substitution for the Development Consent Authority and any other relevant and competent authority) to develop any part of the Land Burdened, provided that the Grantor and/or Citiland will give at least 21 days prior written notice to the Grantee where any such application relates to any development within 60 metres of the boundary of the Land Benefited;

(b) an extinguishment of easement (in registrable form) of this Easement and a Right of Way Easement over the Bagot Slip Lane with conditions to enable such Right of Way Easement over the Bagot Slip Lane to be registered, provided that the Grantor and/or Citiland give 21 days prior written notice to the Grantee with an opportunity for the Grantee to execute any instruments or documents necessary to give effect to the same, before executing documents on behalf of the Grantee pursuant to this power of attorney;

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(c) any consent required from the Grantee (as the holder of this Easement) to the registration of any other dealings in or over the Land Burdened on the title thereto, provided that the Grantor and/or Citiland give at least 21 days prior written notice to the Grantee where any such dealing relates to any land within 60 metres of the boundary of the Land Benefited;

Any notice given to the Grantee pursuant to this clause will be given care of GPO Box 2116, Darwin, NT 0801 or to such alternate address of which the Grantee may notify the Grantor in writing, with a copy to be provided to Susan Porter at De Silva Hebron, Barristers and Solicitors, GPO Box 488, Darwin, NT 0801.

7 COMMUNICATIONS

7.1 Any communication in connection with the Easement:

(a) Must be in writing.

(b) May be left at the address of the addressee or sent by prepaid ordinary post to the address of the addressee as may be expressed herein, or as otherwise indicated on the Certificate of Title.

7.2 Unless a later time is specified any communication takes effect from the time it is received.

7.3 A communication is deemed to be received on the 2nd day after posting.

8 INTERPRETATION

8.1 In the interpretation of this Easement, unless the context otherwise requires:

(a) Headings are inserted for convenience only and must not be referred to in the interpretation of this Easement;

(b) References to the singular member include the plural and vice versa and references to one gender include every other gender;

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(c) A reference to any person includes a body corporate, an unincorporated association, form or an authority and includes that person's executors, administrators, successors, substitutes and assigns;

(d) A reference to legislation includes an amendment of or substitution for it and a regulation or other statutory instrument made under it;

(e) If an action must be taken within a specified time, that time is to be calculated exclusive of the day or date stated as the commencement of the timeframe or period of time;

(f) A reference to the whole of a thing includes a reference to a part;

(g) All obligations are taken to be required to be performed properly and punctually;

(h) Anything to be done on a day that is not a business day may be done on the next business day;

(i) Every obligation of a party is taken to include an obligation by that party to ensure that each of its employees and others under its control comply with that obligation; and

(j) This Easement is not to be construed in favour of one party on the basis that another party drafted this Easement.

9 1992 AGREEMENT

The Grantee acknowledges its continuing obligation to pay the annual amount calculated, adjusted and payable under clause 10 of an Agreement between the Grantor and the Grantee dated 19 August 1992.

EXECUTED this 11 day of APRIL ~~2007~~ 2008

Viewed at 15:10:28 on 31/10/2016 by 32GPL.

The Common Seal of GWALWA DARANIKI ASSOCIATION INCORPORATED was affixed by authority of a resolution of GWALWA DARANIKI ASSOCIATION INCORPORATED in the presence of:

.....

Signature

HELEN SECRETARY, CHAIRPERSON

Full name and position

Michelle Nelson

Signature

MICHELLE NELSON SECRETARY / DIRECTOR

Full name and position

on (Date) 11-4-08

GWALWA DARANIKI ASSOCIATION INCORPORATED The Common Seal Of

EXECUTED for and on behalf of LATTERLY PTY LTD (ACN 054 315 490) in accordance with section 127 of the *Corporations Act 2001*:

.....

Director

.....

Director/Secretary

on (Date) 25.3.08

Viewed at 15:10:28 on 31/10/2016 by 32GPL.

EXECUTED for and on behalf of CITILAND CORPORATION PTY LTD (ACN 009 651 496) in accordance with section 127 of the *Corporations Act 2001*:

.....

Director

.....

Director/Secretary

on (Date)..... 10 JUNE 2008 .....

11879788/rgg

Viewed at 15:10:28 on 31/10/2016 by 32GPL.

"A"

5182
577/958

4940
P535

6469(A)
4330m²

ENLARGEMENT
Not to Scale

SEE ENLOT

Access Easement
Right of Way
Drainage Easement
Sewerage Easement
Drainage and Right of Way Access Easements

DATUM

BAGOT ROAD (33-53 WIDE)

FITZER (33-53 WIDE) DRIVE

DANIELS STREET

TUDAWALI STREET

4623 A599
4624 A599
4625
4626 A599
4627 A599
4588 A599
4602 A599
4603
4604 A599
4601
4605
4600
4606
4599 A599
4607 A599

Note
Access Easements amended to Right of Way Easements vide file S94/204 folio 52
Plan approved as amended
Robert South 11/7/05
Acting Surveyor General

I, Gregory Leonard Leach hereby certify that the survey represented on this plan was carried out by me or under my immediate supervision and was completed on 29-5-94 and that this survey has been executed in accordance with the Licensed Surveyors Act and the Directions thereunder.
G. Leach 25/5/95
Licensed Surveyor Date

Department of Lands and Housing
Northern Territory

SURVEY APPROVED
J. Mey 16-10-95
Surveyor-General Date

Note
Reference marks are of star picks unless otherwise shown.
Access Easement over Lot 6469(A) is in favour of Lot 4940 and 6469(A)
Drainage Easements are in favour of the Territory
Sewerage Easement is in favour of Lot 4940
Right of Way Easement over Lot 6469(A) is in favour of Lots 4940 and 6469(A)
Right of Way Easements over Lot 5182 are in favour of Lots 4940 and 6469(A)

Field Book 594/204
Drawn Earl Jones & Assoc (24991) 24-5-94
Examined Dept of Lands 20-7-1994
Map Reference Darwin 2500 Sheet 30.23

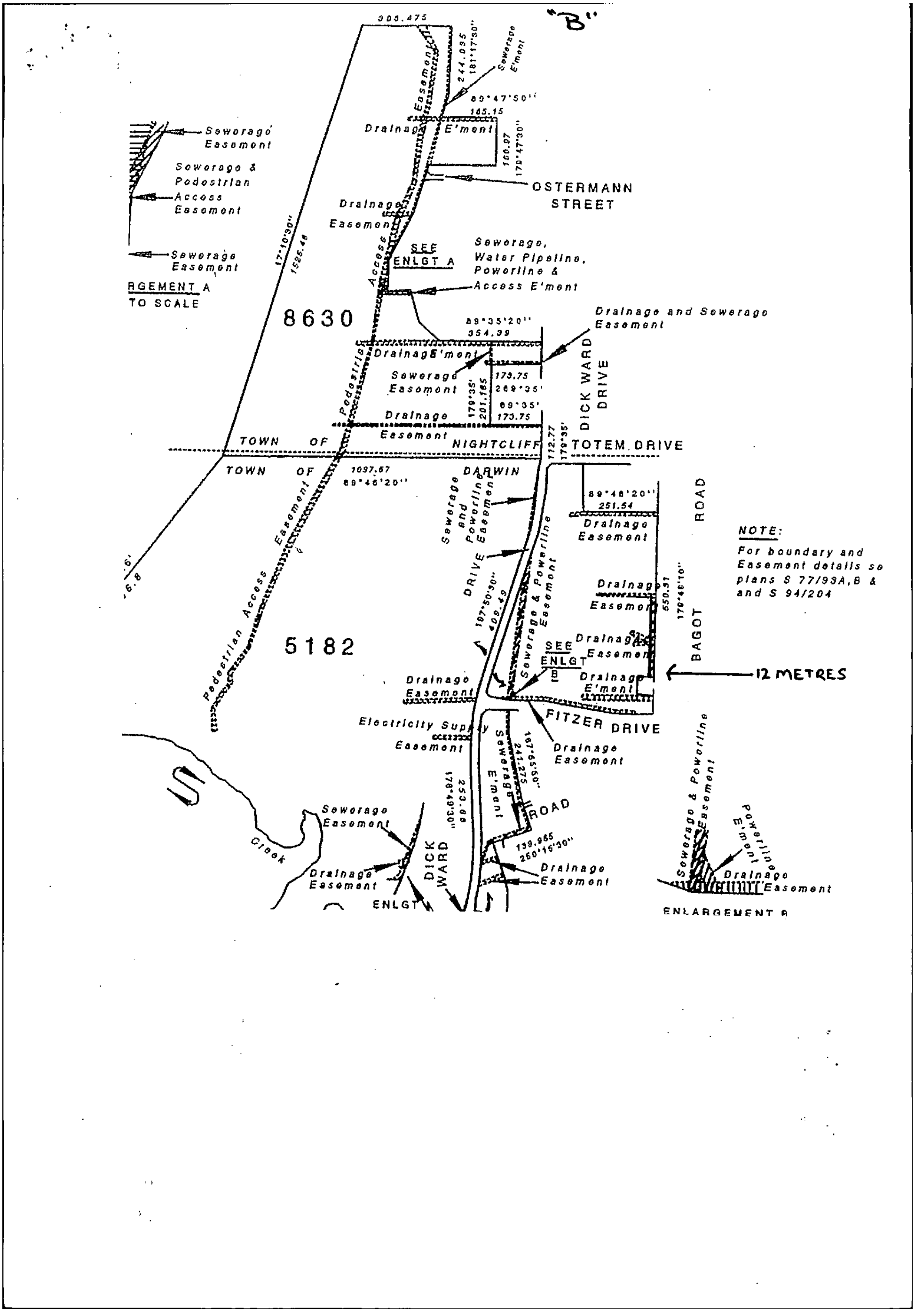
Grid ..... Bearings
AZIMUTH
Assumed from S69°159 .....
Observed at .....

LEGEND
Concrete Post ... ⊡
Concrete Block ... ■
Peg or Wooden Post ... ○
Reference Mark ... ×
Lot ... ⋈
... ●

RIGHT OF WAY
LOT 6469(A), PART OF LOT 5182
AND ~~ACCESS~~ EASEMENTS OVER
LOT 5182
TOWN OF DARWIN

SCALE 1:400
6 0 6 18 24
metres

S.94/204


"B"
Sewerage Easement
Sewerage & Pedestrian Access Easement
Sewerage Easement
RGEMENT A
TO SCALE
8630
5182
17°10'30"
1525.48
306.475
Easement
244.035
181°17'30"
Sewerage E'ment
89°47'50"
165.15
Drainage E'ment
160.97
179°47'30"
OSTERMANN STREET
Drainage Easemon
Access
SEE ENLGT A
Sewerage, Water Pipeline, Powerline & Access E'ment
89°35'20"
354.99
Drainage E'ment
Drainage and Sewerage Easement
Sewerage Easement
173.75
269°35'
89°35'
173.75
Drainage Easement
DICK WARD DRIVE
TOWN OF NIGHTCLIFF
TOTEM DRIVE
TOWN OF DARWIN
1037.67
89°46'20"
Pedestrian Access Easement
Sewerage and Powerline Easement
DRIVE
197°50'30"
409.49
Sewerage & Powerline Easement
89°46'20"
251.54
Drainage Easement
ROAD
Drainage Easement
550.31
179°46'10"
BAGOT
SEE ENLGT B
Drainage E'ment
12 METRES
Drainage Easement
FITZER DRIVE
Electricity Supply Easement
Drainage Easement
197°65'50"
241.275
Sewerage E'ment
178°49'30"
253.66
ROAD
Sewerage Easement
Creek
Drainage Easement
DICK WARD
ENLGT
139.965
260°15'30"
Drainage Easement
NOTE:
For boundary and Easement details se plans S 77/93A,B & and S 94/204
Sewerage & Powerline Easement
Powerline E'ment
Drainage Easement
ENLARGEMENT B

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
CUFT	454	100	Town of Darwin	5182	S 77/093B	

(NOTE 1–2)

INSTRUMENT BEING CONSENTED TO (Item 1)

Instrument Type: Creation of Easement (Bagot Road Right of Way)
Dated: 11/4/2008
Names of Parties: Gwalwa Daraniki Association Incorporated and Latterly Pty Ltd (ACN 054 315 490)

(NOTE 3)

INSTRUMENT UNDER WHICH CONSENT REQUIRED (Item 2)

Dealing Type: Caveat No. 347476
Dealing No:
Name of consenting party: Citiland Corporation Pty Ltd (ACN 009 651 496) formerly Vysrose Pty Ltd

(NOTE 4)

EXECUTION BY CONSENTING PARTY (Item 3)

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)

EXECUTED for and on behalf of CITILAND CORPORATION PTY LTD (ACN 009 651 496) in accordance with section 127 of the *Corporations Act 2001*:

on (Date) 7 July 2008

.....
Director

TONY FU CHUN JAPE
Print name

.....
Director/Secretary

JAPE ALAN FU KIUNG
Print name

(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.

11988525/val

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.

Northern Territory Government

DEPARTMENT OF PLANNING AND INFRASTRUCTURE

www.dpi.nt.gov.au

Land Administration
2nd Floor, Cavenagh House
38 Cavenagh Street
Darwin NT 0800
Postal GPO Box 1680
Darwin NT 0801
Tel (08) 8999 6499
Fax (08) 8999 5404

Our Ref: CLP671
Your Ref: RCG/3092996

Mr Richard Giles
Cridlands Lawyers
GPO Box 1302
DARWIN NT 0801

14 MAY 2008

Dear Mr Giles

I refer to your letter of 14 April 2008, requesting consent to the registration of the following easements on Lot 5182, Fitzer Drive, Town of Darwin.

a) Fitzer Drive Right of Way
b) Bagot Road Right of Way
c) Sewage Easement

I am pleased to advise that, in accordance with the delegation conferred on me by the Minister on 10 October 2005 to exercise her power under section 47(2) of the *Crown Lands Act*, I consent to the registration of the above easements as outlined in your letter of 14 April 2008.

This consent is purely for the registration of the said easements against Crown Lease in Perpetuity No. 671 and does not endorse any development works associated with the easements.

Yours sincerely

JACQUALINE ANN STANGER
A/Assistant Director Land Administration
Delegate of the Minister

9 May 2008

00250398

00250399

DEPARTMENT OF JUSTICE (ABN 84 085 734 992)
REGISTRAR-GENERAL'S OFFICE
NICHOLS PLACE
GPO BOX 3021
DARWIN NT 0801
Enquiries : 8999 6252

2 OF 4

Priority of Lodgement	5

TAX INVOICE (RECEIPT) - OFFICE COPY

Lodging Party:
CRIDLANDS,
GPO BOX 1302
DARWIN 0801

Customer Code: CRIA
Self Assessing Code: N

Date of Issue	07/07/2008
at	14:06
by	SREA
Application #	00149810

Document Delivery:
CRIDLANDS
GPO BOX 1302
DARWIN 0801

Lodgement No 677102

If paper title exists enter

Volume _____

Folio _____

Description	GST Incl Amount
CREATION OF EASEMENT (LOT 5182 T/DARWIN)	135.00
NOTING FEE (LOT 4940 T/DARWIN)	35.00

Total Cost excl GST	$170.00
Total GST	$0.00
Total Invoice	$170.00

Payment Details

CHEQUE (016851 ANZ DARWIN (015901))

Form 78

Section 138

Land Title Act

REGISTRAR-GENERAL'S DIRECTIONS

NORTHERN TERRITORY OF AUSTRALIA

DL00694568D

Dealing Number: **694568** Lodged 09/03/2009 at 10:29:22
Dealing Type: X By CASH
Volume 727 Folio 22 Fee $ 165.00 Receipt 284416

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
CT	727	022	Town of Darwin Town of Nightcliff	Lot 5182 Lot 8630	S 77/093B S 77/093A	

(NOTE 6)

CAVEATOR (PERSON LODGING CAVEAT)
Name: Gwelo Investments Pty Ltd
Address for the service of Notices: PO Box 2816 Darwin NT 0801 hatched PP. (NOTE 7)

ESTATE OR INTEREST CLAIMED
An equitable interest in the land in respect of that part of the land ~~delineated~~ in black on the attached plan and comprising Areas A, B and C (NOTE 8)

GROUNDS OF CLAIM
As the grantee of exclusive rights pursuant to an agreement between the Caveator and the Registered Proprietor dated 15 December 2008 (NOTE 9)

REGISTERED INTERESTS AFFECTED
Instrument No:

EXTENT OF PROHIBITION
Absolutely (NOTE 10)

OWNERS
Name: Gwalwa Daraniki Association Inc
Address: PO Box 746 NIGHTCLIFF NT 0810 (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.*
☑ PP.	☑ PP.	☐	☐

(NOTE 13)

SIGNED by the Caveator in accordance with s.127 Corporations Act
on (Date) ....9.3.09.....
By:
.....
Director – Even Lynne
(NOTES 14 & 15)

W. Enderby

Registered on ....9/3/2009.... At ..10:5..

NORTHERN TERRITORY OF AUSTRALIA REGISTRAR GENERAL

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.

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PRIVACY STATEMENT – LAND REGISTER FORMS

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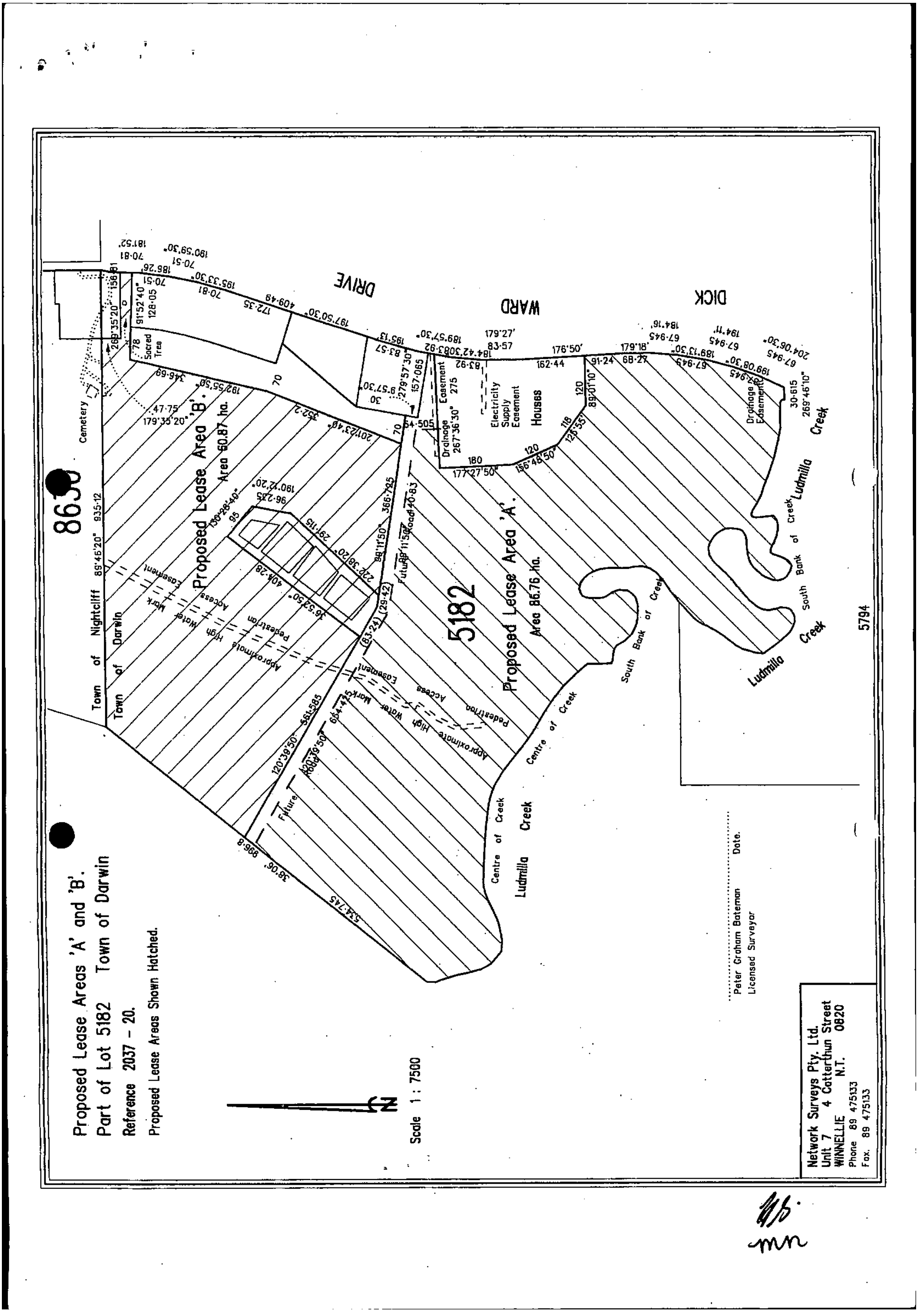
Viewed at 15:10:28 on 31/10/2016 by 32GPL.

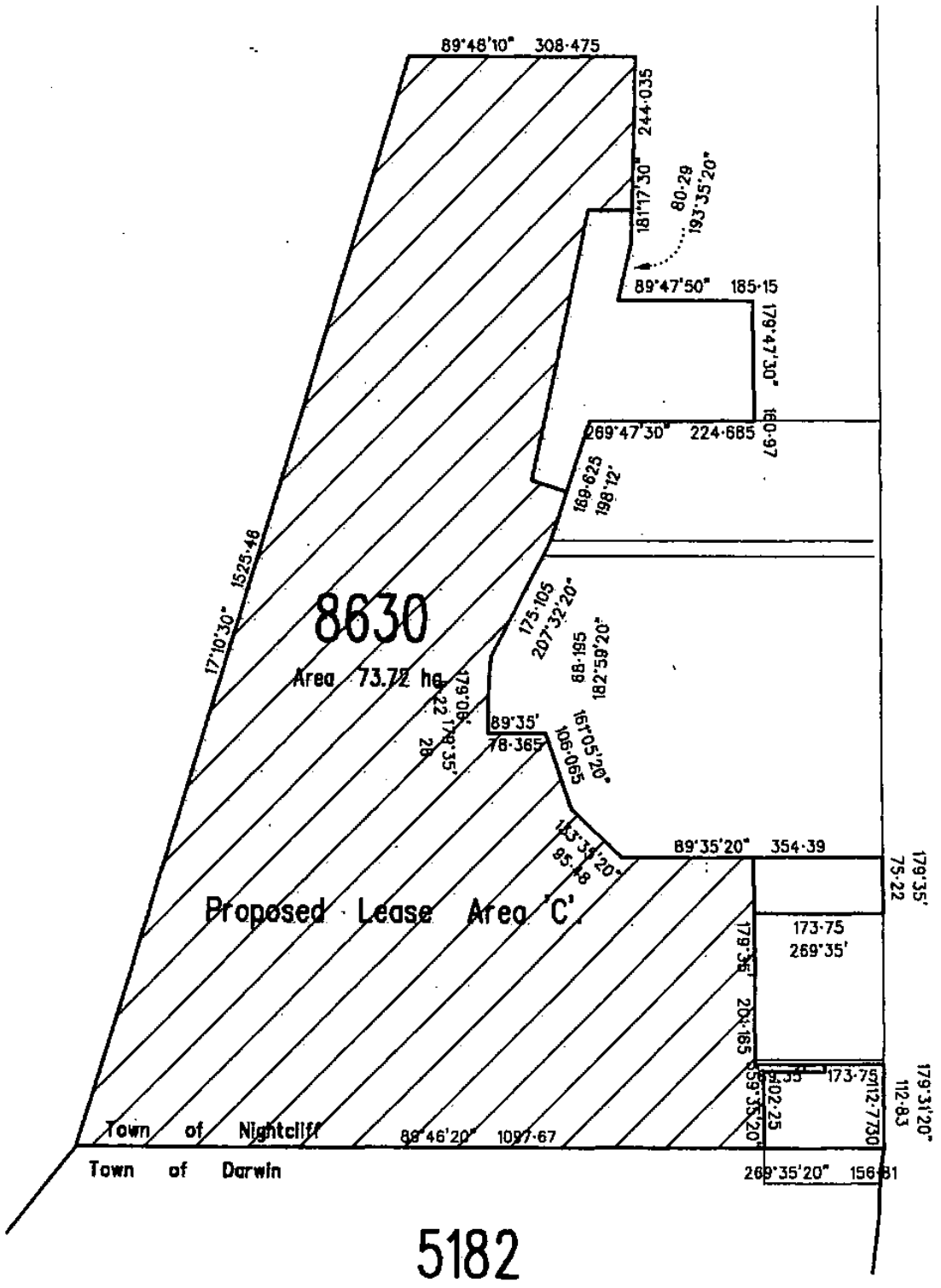

Proposed Lease Areas 'A' and 'B'.
Part of Lot 5182 Town of Darwin
Reference 2037 - 20.
Proposed Lease Areas Shown Hatched.
Scale 1 : 7500
Proposed Lease Area 'A'.
Area 86.76 ha.
Proposed Lease Area 'B'.
Area 60.87 ha.
5182
8630
5794
Ludmilla Creek
Centre of Creek
South Bank of Creek
Houses
Cemetery
Sacred Tree
Drainage Easement 275
Electricity Supply Easement
Drainage Easement
Town of Darwin
Town of Nightcliff
Future Road
Approximate High Water Mark
Pedestrian Access Easement
Network Surveys Pty. Ltd.
Unit 7 4 Catterthun Street
WINNELLIE N.T. 0820
Phone 89 475133
Fax. 89 475133

Area 'C'.

Part of Lot 8630 Town of Nightcliff.

Reference 2037 - 23.

Area 'C' shown hatched.



Peter Graham Bateman Date.
Licensed Surveyor

Network Surveys Unit 7 4 Catterthun St. WINNELLIE N.T. 0820 PHONE. 89 475133 FAX. 89 475133	PROPOSED LEASE AREA Part of Lot 8630 Town of Nightcliff.	Scale 1 : 7500 Job. No. 2037 Version 23. Date ..... Checked ..... Ref 2037 – 23.

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	
CT	727	022	Town of Darwin Town of Nightcliff	Lot 5182 Lot 8630	S 77/093B S 77/093A		(NOTE 1 – 2)

INSTRUMENT BEING CONSENTED TO (Item 1)	Instrument Type: Non Lapsing Caveat Dated: 9.3.09 Names of Parties: Gwalwa Daraniki Association Inc ~~and East Point Property Developments Pty Ltd as trustee for The East Point Unit Trust~~	(NOTE 3)
INSTRUMENT UNDER WHICH CONSENT REQUIRED (Item 2)	Dealing Type: Dealing No: Name of consenting party: Gwalwa Daraniki Association Inc	(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)

The Common Seal of
Gwalwa Daraniki Association Inc
Was affixed on (Date) ..6.2.09.....

In the presence of:

.....
Signature

HELEN SECRETARY
.....
Print name and position

Gwalwa Daraniki Association Inc COMMON SEAL THE OF

(NOTE 6)

michelle nelson
.....
Signature

MICHELLE NELSON SECRETARY
.....
Print name and position

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).

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Viewed at 15:10:28 on 31/10/2016 by 32GPL.

Northern Territory Government

DEPARTMENT OF JUSTICE www.nt.gov.au

Office of the Registrar-General
Nichols Place,
cnr Cavenagh & Bennett Streets, Darwin NT 0800
Postal address GPO Box 3021
Darwin NT 0801
Tel (08) 8999 6520
Fax (08) 8999 6239

9th March 2009

Our Ref: 694568
Your Ref:

Mr. Rodney S. Nagas
16 Savannah Drive
Leanyer NT 0812

Dear Sir

Pursuant to Section 139 of the *Land Title Act*, I must notify you in writing that Caveat No. 694568, a copy of which is attached hereto, has been lodged at this Office over the estate and interest held in the land as specified therein.

Yours sincerely

REGISTERED POST – SENDER TO KEEP
554865249017

Josephine Silipo
Delegate Registrar-General

cc. Citiland Corporation Pty Ltd
cc. McDonald Properties (Australia) Pty Ltd
cc Vyrose Pty LTd
Encl. Caveat

Northern Territory Government

DEPARTMENT OF JUSTICE www.nt.gov.au

Office of the Registrar-General
Nichols Place,
cnr Cavenagh & Bennett Streets, Darwin NT 0800
Postal address GPO Box 3021
Darwin NT 0801
Tel (08) 8999 6520
Fax (08) 8999 6239

9th March 2009

Our Ref: 694568
Your Ref:

Citiland Corporation Pty Ltd
GPO Box 2898
Darwin NT 0801

Dear Sir

Pursuant to Section 139 of the *Land Title Act*, I must notify you in writing that Caveat No. 694568, a copy of which is attached hereto, has been lodged at this Office over the estate and interest held in the land as specified therein.

Yours sincerely

REGISTERED POST – SENDER TO KEEP
554865250013

Josephine Silipo
Delegate Registrar-General

cc. R. S. Nagas
cc. McDonald Properties (Australia) Pty Ltd
cc Vyrose Pty LTd
Encl. Caveat

Northern Territory Government

DEPARTMENT OF JUSTICE www.nt.gov.au

Office of the Registrar-General
Nichols Place,
cnr Cavenagh & Bennett Streets, Darwin NT 0800
Postal address GPO Box 3021
Darwin NT 0801
Tel (08) 8999 6520
Fax (08) 8999 6239

9th March 2009

Our Ref: 694568
Your Ref:

McDonald Properties (Australia) Pty Ltd
7th Floor
60 Marcus Clarke Ave.,
Canberra ACT 2600

Dear Sir

Pursuant to Section 139 of the *Land Title Act*, I must notify you in writing that Caveat No. 694568, a copy of which is attached hereto, has been lodged at this Office over the estate and interest held in the land as specified therein.

Yours sincerely

REGISTERED POST – SENDER TO KEEP
554864151014

Josephine Silipo
Delegate Registrar-General

cc. R. S. Nagas
cc. Citiland Corporation Pty Ltd
cc Vyrose Pty LTd
Encl. Caveat

Northern Territory Government

DEPARTMENT OF JUSTICE www.nt.gov.au

Office of the Registrar-General
Nichols Place,
cnr Cavenagh & Bennett Streets, Darwin NT 0800
Postal address GPO Box 3021
Darwin NT 0801
Tel (08) 8999 6520
Fax (08) 8999 6239

9th March 2009

Our Ref: 694568
Your Ref:

Vyrose Pty Ltd
c/- GPO Box 1302
Darwin NT 0801

Dear Sir

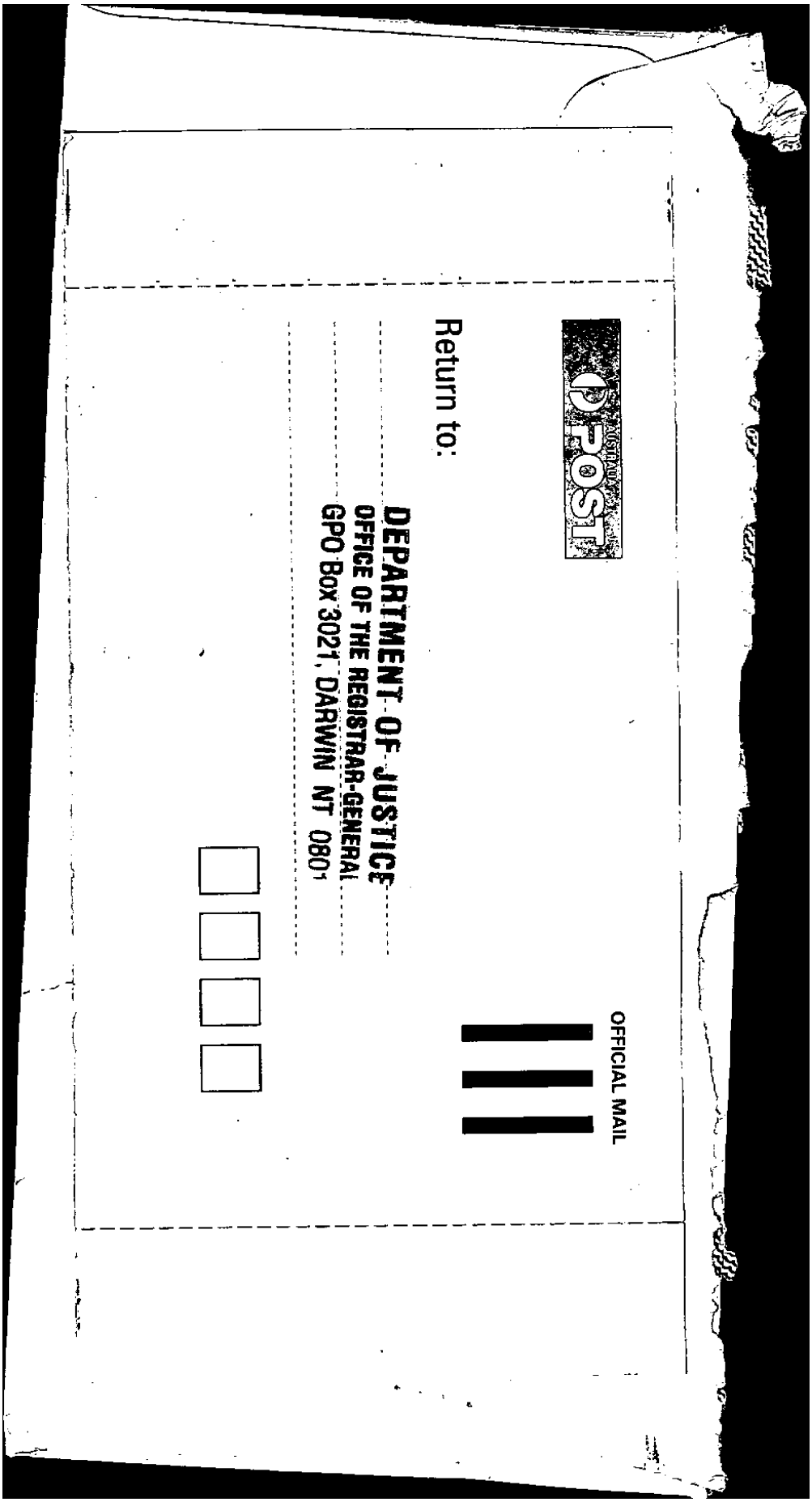
Pursuant to Section 139 of the *Land Title Act*, I must notify you in writing that Caveat No. 694568, a copy of which is attached hereto, has been lodged at this Office over the estate and interest held in the land as specified therein.

Yours sincerely

Josephine Silipo
Delegate Registrar-General

cc. R. S. Nagas
cc. Citiland Corporation Pty Ltd
cc McDonald Properties (Australia) Pty Ltd
Encl. Caveat

REGISTERED POST – SENDER TO KEEP
554864152011


AUSTRALIA POST
OFFICIAL MAIL
Return to:
DEPARTMENT OF JUSTICE
OFFICE OF THE REGISTRAR-GENERAL
GPO Box 3021, DARWIN NT 0801

GPO Box 3021
DARWIN NT 0801
Office of the Registrar General
17 MAR 2009
DARWIN
RETURN TO SENDER
Insufficient Address
Left Address/Unknown
Refused
Unclaimed
DATE 13/3
Removable Label
DO NOT PLACE THIS STICKER OVER CUSTOMER BARCODE OR ADDRESSEE'S NAME AND ADDRESS
02.39
0903
0558 109
POSTAGE PAID AUSTRALIA
Registered Post
Prepaid Label
AUSTRALIA POST
AP Article Id:
554865250013
NATA

00284416

DEPARTMENT OF JUSTICE (ABN 84 085 734 992)
REGISTRAR-GENERAL'S OFFICE
NICHOLS PLACE
GPO BOX 3021
DARWIN NT 0801
Enquiries : 8999 6252

1 OF 1

Priority of Lodgement	

TAX INVOICE (RECEIPT) - OFFICE COPY

Lodging Party:
GWELO INVESTMENTS,
PO BOX 2816
DARWIN NT

Customer Code:
Self Assessing Code:

Date of Issue	09/03/2009
at	10:06
by	SREA
Application #	00168411

Document Delivery:
GWELO INVESTMENTS
PO BOX 2816
DARWIN NT

Lodgement No 694568

If paper title exists enter

Volume _____

Folio _____

Description	GST Incl Amount
X (LOT 5182 T/DARWIN, LOT 8630 T/NIGHTCLIFF)	165.00

Total Cost excl GST	$165.00
Total GST	$0.00
Total Invoice	$165.00

Payment Details

EFT - DIRECT DEBIT

Land Title Act

REGISTRAR-GENERAL'S DIRECTIONS

NORTHERN TERRITORY OF AUSTRALIA

DL00855536D

Dealing Number: 855536 Lodged 01/09/2015 at 11:30:57
Dealing Type: X By WKRA
Volume 727 Folio 22 Fee $230.00 Receipt .....

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
CUFT	727	022	Town of Darwin Town of Nightcliff	5182 5630	S77/093B S77/093A	-

(NOTE 6)

CAVEATOR (PERSON LODGING CAVEAT)	Name: Citiland Corporation Pty Ltd (ACN 009 651 496) Address for the service of Notices: c/- Ward Keller GPO Box 330 Darwin NT 0800	(NOTE 7)
ESTATE OR INTEREST CLAIMED	An equitable interest as sublessee over that part of the land marked as 'Lot 1', Lot 2', 'Lot 3', 'Lot 4' and 'Lot 5' and hatched in the annexed plans. over Lot 5182, Town of Darwin	(NOTE 8)
GROUNDS OF CLAIM	As sublessee under an unregistered sublease between the Caveator and Owner dated 20 October 2014.	(NOTE 9)
REGISTERED INTERESTS AFFECTED EXTENT OF PROHIBITION	Absolutely	(NOTE 10)
OWNERS	Name: Gwalwa Daraniki Association Inc Address: c/- The Public Officer Lot 8630 Dick Ward Drive Nightcliff NT 0810	(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.*
		X		

(NOTE 13)

Executed by **Citiland Corporation Pty Ltd (ACN 009 651 496)** in accordance with section 127(1) of the *Corporations Act 2001* (Cth):

.....

Signature of Director

JAPE, KONG SU

Name of Director

.....

Signature of Director/Secretary

JAPE, ALAN FU KIUNG

Name of Director/Secretary

on (Date) 24 August 2015

(NOTES 14 & 15)

Registered on 1-9-15 At .....

NORTHERN TERRITORY OF AUSTRALIA REGISTRAR GENERAL

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 (c) 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 Profession 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 Lands, Planning and the Environment 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

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
CUFT	727	022	Town of Darwin	5182	S77/093B	-

(NOTE 1 – 2)

INSTRUMENT BEING CONSENTED TO (Item 1)

Instrument Type: Non-Lapsing Caveat
Dated: 24 August 2015
Names of Parties: Citiland Corporation Pty Ltd

(NOTE 3)

INSTRUMENT UNDER WHICH CONSENT REQUIRED (Item 2)

Dealing Type:
Dealing No:
Name of consenting party: Gwalwa Daraniki Association Inc as Registered Owner

(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)

The Common Seal of **Gwala Daraniki Association Inc** was hereunto affixed on

27 2015
(Date)

.....
in the presence of

.....
(Signature)
HELEN PATRICIA SECRETARY
CHAIRPERSON
(Name & Position)

.....
(Signature)
MICHELLE NELSON
SECRETARY
(Name & Position)

(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 Profession 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.

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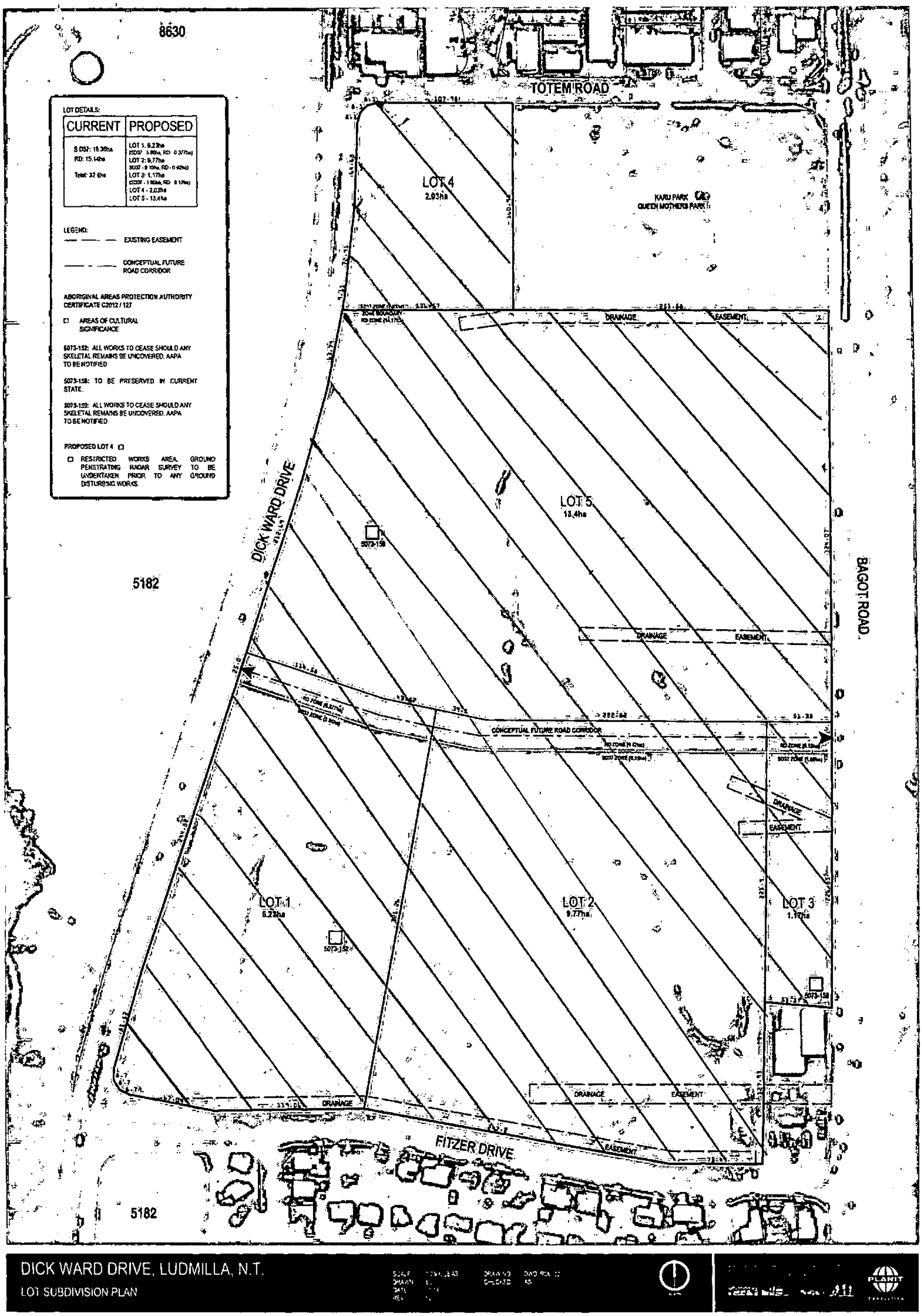
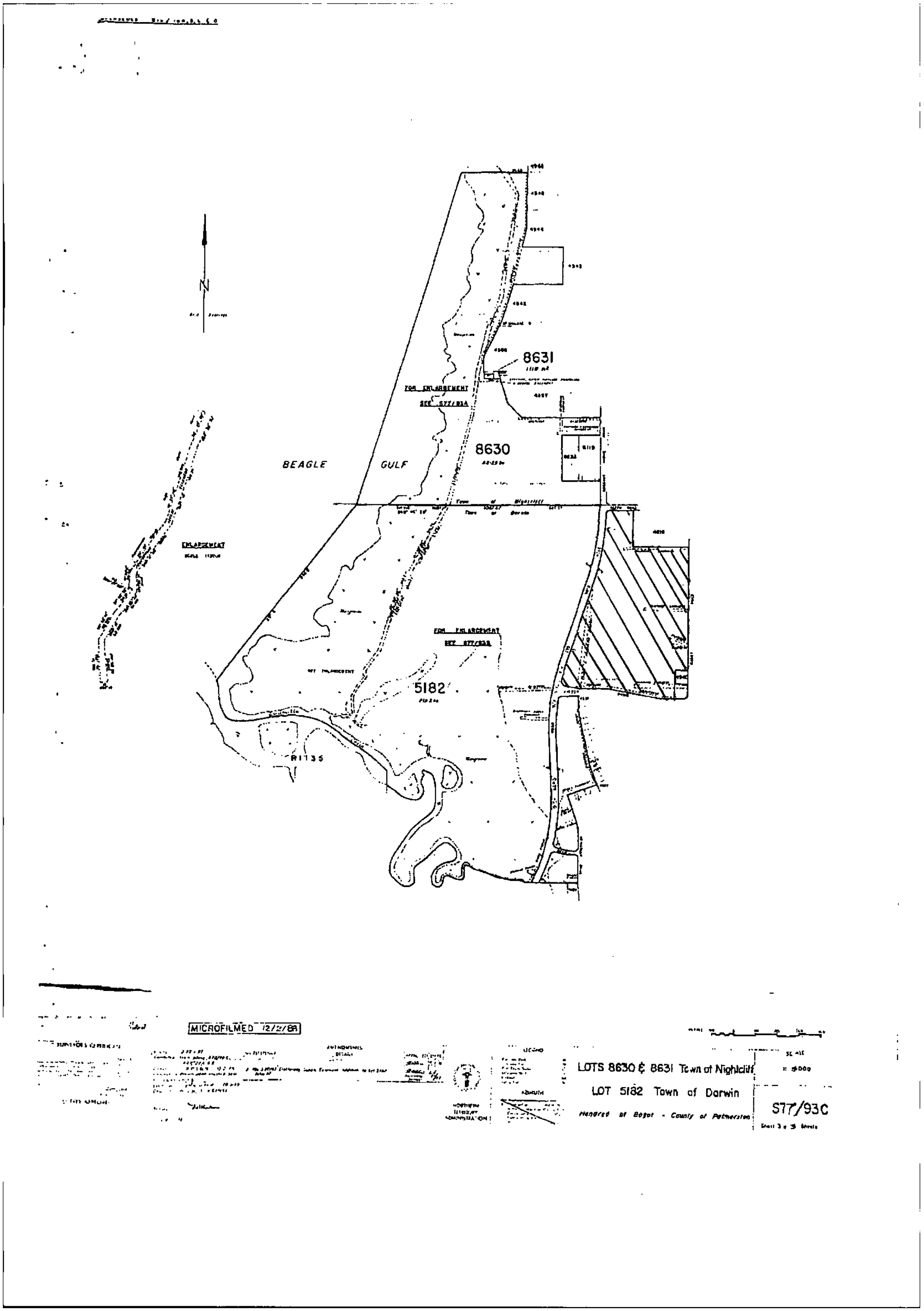
Failure to provide the information in full or in part may prevent your application or transaction being completed.

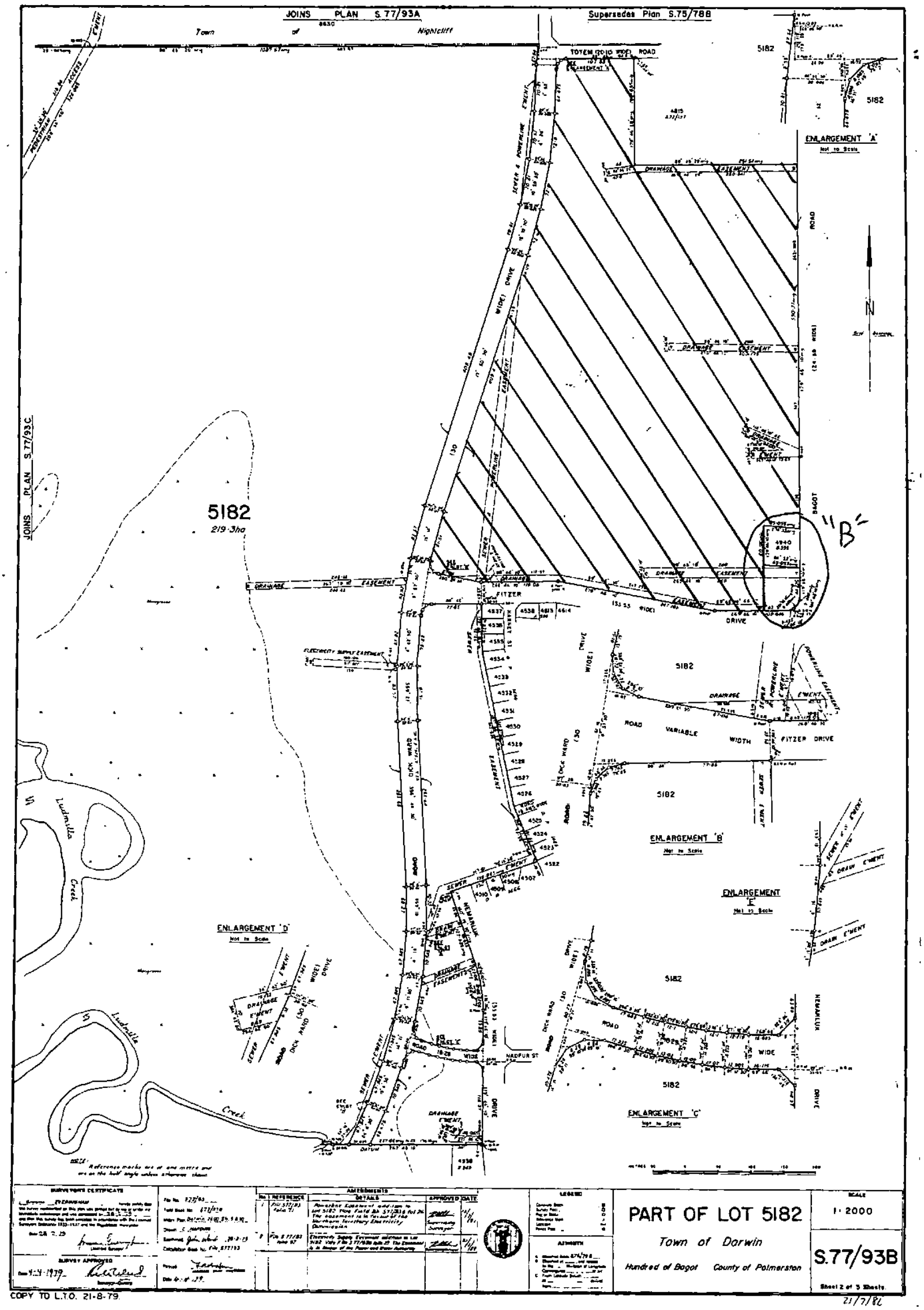
Your personal information provided on this form can be subsequently accessed by you on request. If you have any queries please contact the Deputy Registrar-General on 8999 5318.

Viewed at 15:10:32 on 31/10/2016 by 32GPL.


8630
TOTEM ROAD
LOT DETAILS:
CURRENT
PROPOSED
S 032: 15.36ha
RD: 15.14ha
Total: 32.5ha
LOT 1, 6.23ha
LOT 2; 9.77ha
LOT 3: 1.17ha
LOT 4 - 2.03ha
LOT 5 - 13.4ha
LEGEND:
EXISTING EASEMENT
CONCEPTUAL FUTURE ROAD CORRIDOR
ABORIGINAL AREAS PROTECTION AUTHORITY CERTIFICATE C2012 / 127
AREAS OF CULTURAL SIGNIFICANCE
5073-152: ALL WORKS TO CEASE SHOULD ANY SKELETAL REMAINS BE UNCOVERED, AAPA TO BE NOTIFIED
5073-158: TO BE PRESERVED IN CURRENT STATE.
5073-159: ALL WORKS TO CEASE SHOULD ANY SKELETAL REMAINS BE UNCOVERED, AAPA TO BE NOTIFIED
PROPOSED LOT 4
RESTRICTED WORKS AREA. GROUND PENETRATING RADAR SURVEY TO BE UNDERTAKEN PRIOR TO ANY GROUND DISTURBING WORKS.
LOT 4
2.03ha
KARU PARK
QUEEN MOTHERS PARK
DRAINAGE EASEMENT
LOT 5
13.4ha
DICK WARD DRIVE
BAGOT ROAD
5182
CONCEPTUAL FUTURE ROAD CORRIDOR
DRAINAGE EASEMENT
LOT 1
6.23ha
LOT 2
9.77ha
LOT 3
1.17ha
5073-152
5073-158
5073-159
DRAINAGE EASEMENT
DRAINAGE EASEMENT
FITZER DRIVE
5182
DICK WARD DRIVE, LUDMILLA, N.T.
LOT SUBDIVISION PLAN
PLANIT


8631
FOR ENLARGEMENT
SEE S77/93A
8630
BEAGLE
GULF
ENLARGEMENT
FOR ENLARGEMENT
SEE S77/93B
5182
R1135
MICROFILMED 12/2/88
LOTS 8630 & 8631 Town of Nightcliff
LOT 5182 Town of Darwin
Hundred of Bagot - County of Palmerston
S77/93C

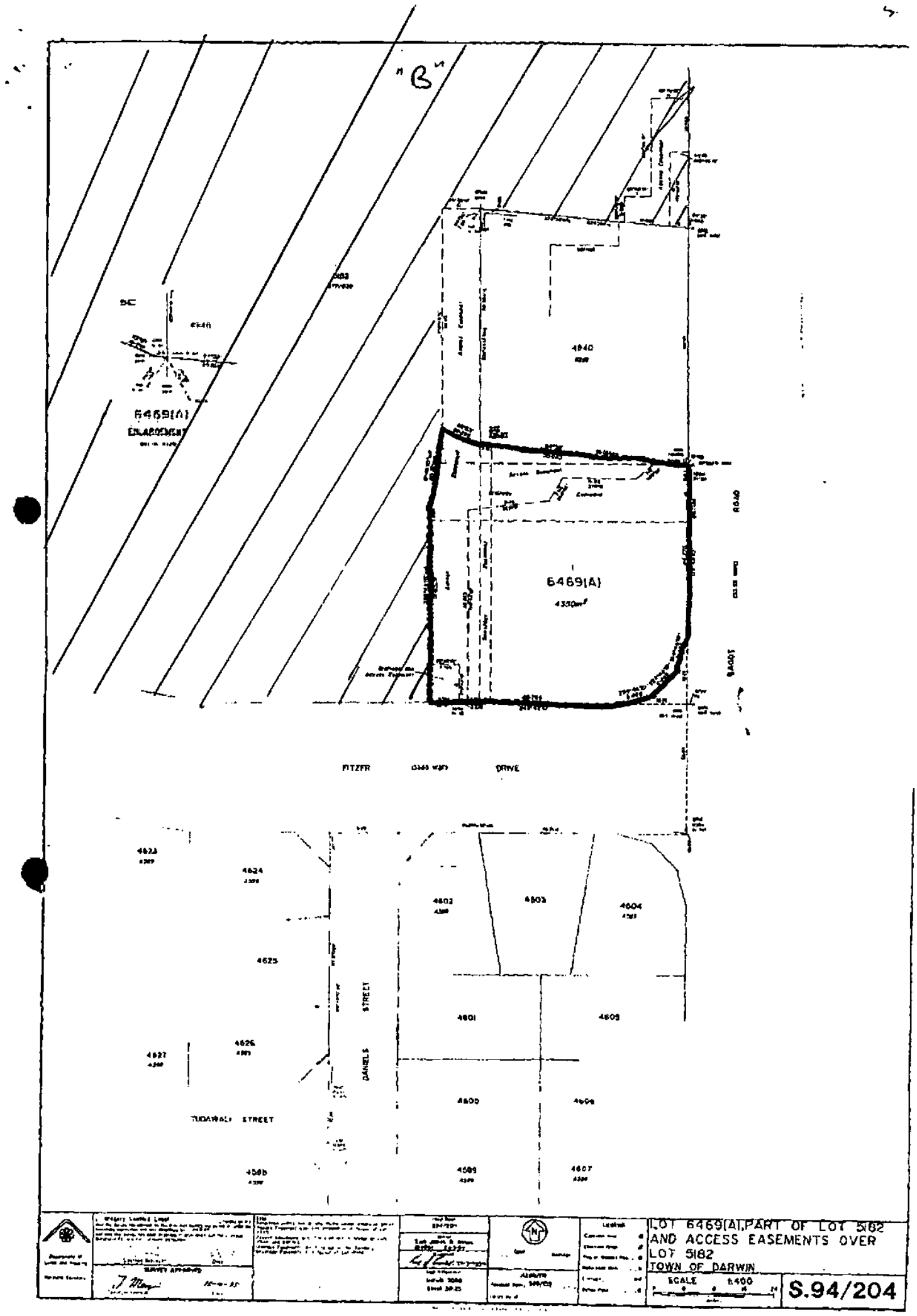
Survey Plan S 77/093B



Viewed at 07:02:25 on 03/02/2011

Viewed at 15:10:32 on 31/10/2016 by 32GPL.

Dealing 347476



Viewed at 14:08:38 on 20/08/2015 by GY3.

Viewed at 15:10:32 on 31/10/2016 by 32GPL.

Northern Territory Government

DEPARTMENT OF
THE ATTORNEY-GENERAL AND JUSTICE

www.nt.gov.au

Postal address
Office of the Registrar-General
Land Titles Office
GPO Box 3021
Darwin NT 0801

Tel 08 8999 6520
Fax 08 8999 6239

Our Ref:855536
Your Ref:

2 September 2015

Gwalwa Daraniki Association Inc
c/- The Public Officer,
Lot 8630 Dick Ward Drive,
Nightcliff NT 0810

Dear Sir/Madam,

Pursuant to Section 139 of the *Land Title Act*, I must notify you in writing that Caveat No. 855536, a copy of which is attached hereto, has been lodged at this Office over the estate and interest held in the land as specified therein.

Yours sincerely

Julie Smith
Delegate Registrar General

Cc.
Cc.

Encl.

DEALING LODGEMENT FORM

Ref:

LAND TITLES OFFICE
Nichols Place
GPO Box 3021
DARWIN NT 0801

CENTREPOINT BUILDING
PO Box 8043
ALICE SPRINGS NT 0871

Name and Address of Lodging Party

Ward Keller
20131980

No	Description of Instrument or Document (Please submit in this Order)	Registered Number	Fee
2	X	855536	$230

To lodge documents for registration
Titles, crown leases, duplicate instruments and other documents lodged with the above dealings:

1. CT Ref

2.

Cheque No: ..... SUB - TOTAL

Cash ..... CERTIFIED MAIL

Other ..... **TOTAL** $230

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.

WKRA

REGISTERED POST - SENDER TO KEEP
51005003358015

OT COMPLETE IF PAYING CASH

D/S 1/8

Northern Territory Government

DEPARTMENT OF
THE ATTORNEY-GENERAL AND JUSTICE

www.nt.gov.au

Postal address
Office of the Registrar-General
Land Titles Office
GPO Box 3021
Darwin NT 0801

Tel 08 8999 6520
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Our Ref:855536
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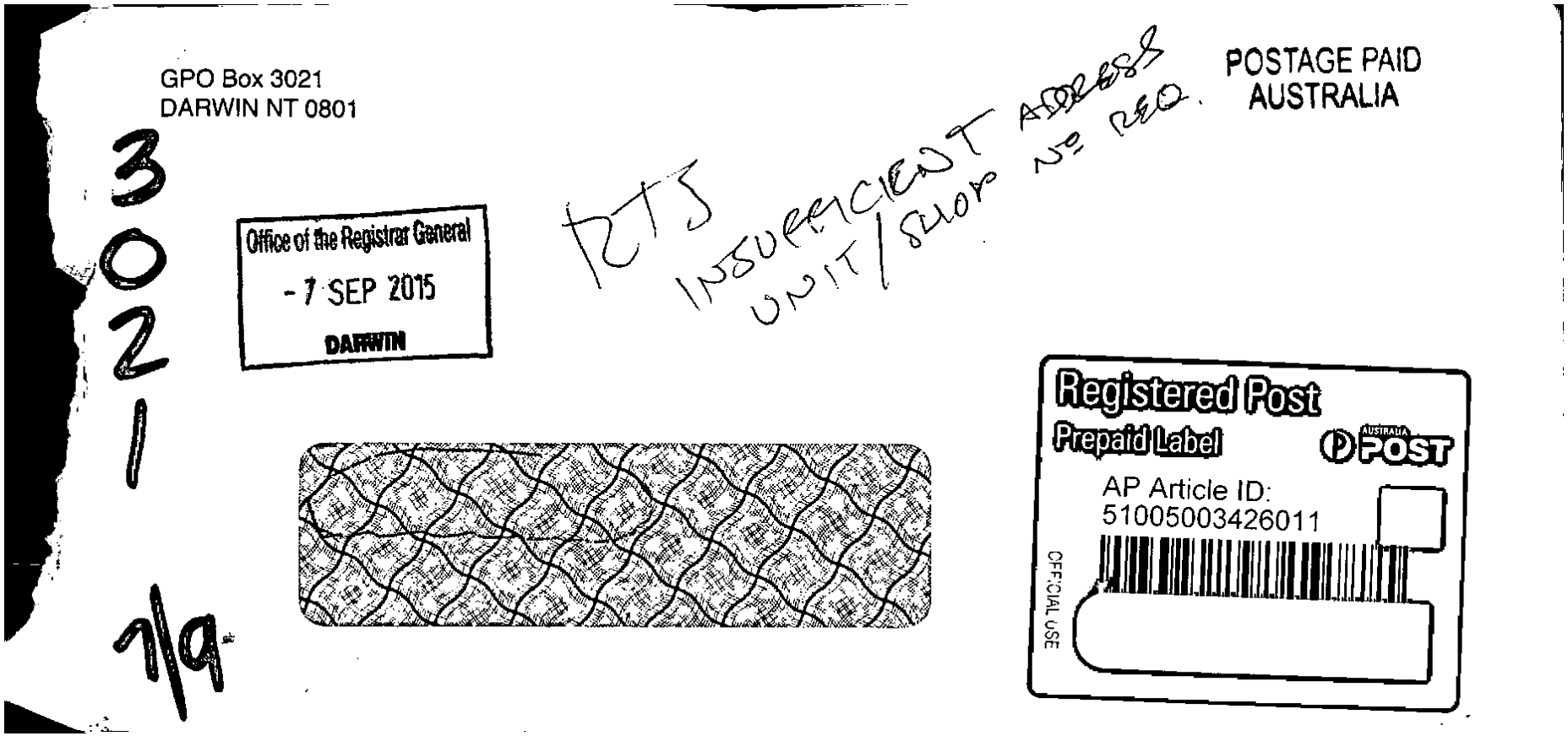
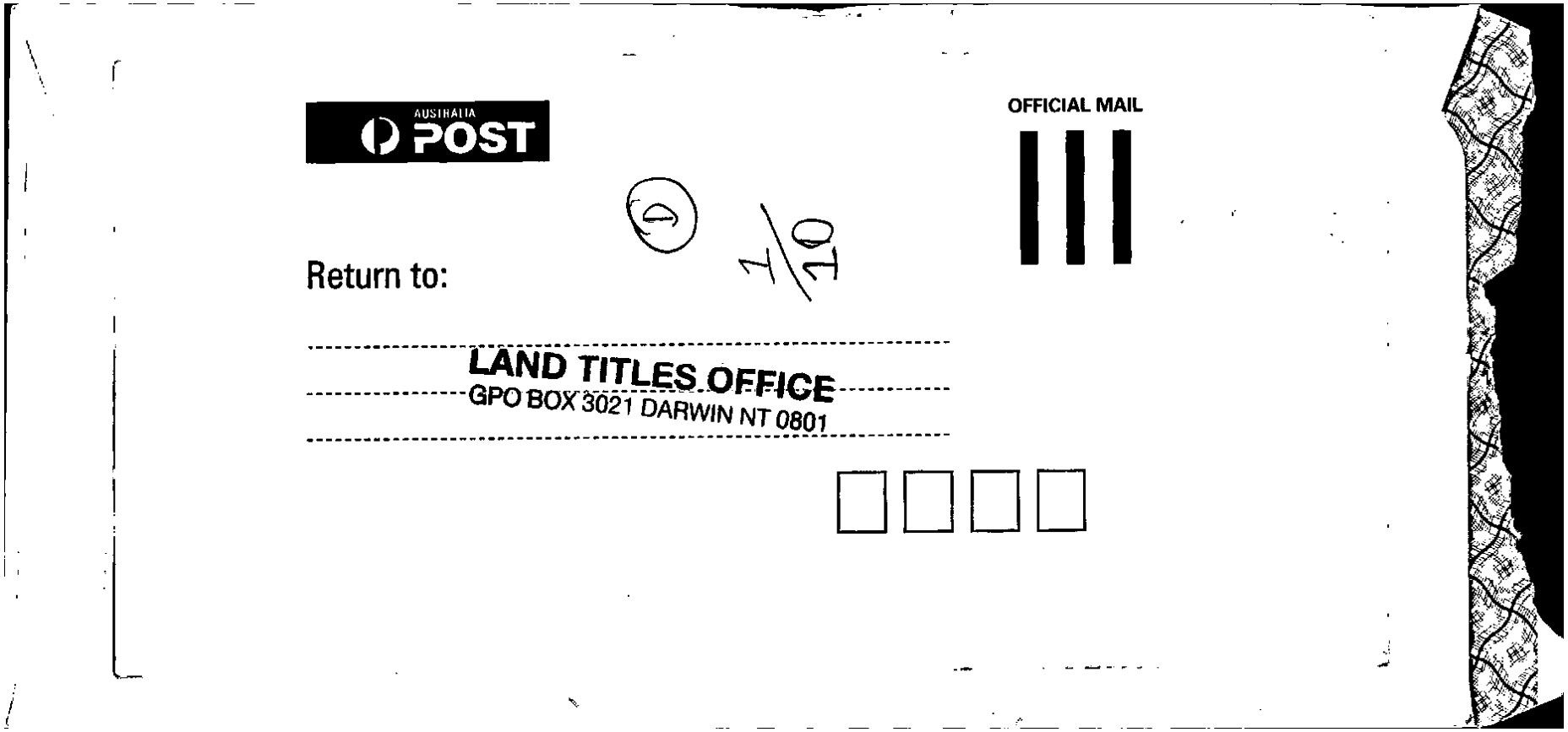
Cc.
Cc.

Encl.


GPO Box 3021
DARWIN NT 0801
POSTAGE PAID
AUSTRALIA
Office of the Registrar General
- 7 SEP 2015
DARWIN
RTS
INSUFFICIENT ADDRESS
UNIT/SLOT NO REQ.
Registered Post
Prepaid Label
POST
AP Article ID:
51005003426011
OFFICIAL USE


AUSTRALIA POST
OFFICIAL MAIL
Return to:
LAND TITLES OFFICE
GPO BOX 3021 DARWIN NT 0801

Form 44

Section 86

Land Title Act
REGISTRAR-GENERAL'S DIRECTIONS

NORTHERN TERRITORY OF AUSTRALIA

DL00859560D

Dealing Number: 859560 Lodged 13/11/2015 at 13:35:29
Dealing Type: OC By CASH
Volume 727 Folio 22 Fee $142.00 Receipt 606513

IMPORTANT NOTICE

Please Note Privacy Statement Overleaf

APPLICATION TO REGISTER STATUTORY CHARGE

The applicant, a person entitled to the benefit of a statutory charge, applies to have a statutory charge on the land described, recorded in the Register pursuant to the grounds set out below. (NOTES 1 – 3)

Register	Volume	Folio	Location	Lot Description	Plan	Unit
CUFT	**727**	**022**	**Town of Darwin** **Town of Nightcliff**	**5182** **8630**	**S77/093B** **S77/093A**	**N/A**

(NOTE 4)

Applicant: Address for the service of notices:	CITY OF DARWIN GPO BOX 84 Darwin NT 0801	(NOTE 5)
Details of statutory charges	The Applicant is entitled to an Overriding Statutory Charge pursuant to Section 170 of the Local Government Act.	(NOTE 6)
	Overriding Statutory Charge	(NOTE 7)

The Common Seal of
City of Darwin was affixed
on (Date) 13 NOVEMBER 2015
2015 in the presence of:

Signature of Lord Mayor

KATRINA FONG LIM
Name

Signature of CEO

BRENDAN DOWD
Name

(NOTE 8)

Registered on 13.11.2015 At 14:26

SCHEDULE OF NOTES

1. An overriding statutory charge prevails over all other interests in the lot to which it relates, except a pre-existing overriding statutory charge recorded in the land register.

2. The application is lodged as an original only and shall be typed or completed 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. This application can be made by a lawyer or agent if the Registrar-General is satisfied that the lawyer or agent is acting under authority.

4. Volume and Folio reference must be given together with complete parcel description.

5. Insert applicant's name and address for the service of notice.

6. Insert details of statutory charge.

7. Delete whichever is not applicable.

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:

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Viewed at 15:10:17 on 31/10/2016 by 32GPL.

Northern Territory Government

DEPARTMENT OF
THE ATTORNEY-GENERAL AND JUSTICE www.nt.gov.au

Postal address
Office of the Registrar-General
Land Titles Office
GPO Box 3021
Darwin NT 0801

Tel 08 8999 6520
Fax 08 8999 6239

Our ref 859560

13 November 2015

Gawala Daraniki Association Inc.
c/- The Public Officer
Lot 8630 Dick Ward Drive
Nightcliff NT 0810

Dear Sir/Madam

RE: OVERRIDING STATUTORY CHARGE REGISTERED AGAINST CERTIFICATE OF TITLE VOLUME 727 FOLIO 022 – Lot 5182 Town of Darwin and Lot 8630 Town of Nightcliff.

Pursuant to Section 86(4) of the *Land Title Act* I have to inform you that a Statutory Charge No. 859560 has been lodged at this Office over the above mentioned land.

If you have any queries please contact City of Darwin on 08 8930 0300

Attached is a copy of the Charge.

REGISTERED POST - SENDER TO KEEP
510078327510 12

Yours sincerely

Yvonne Killalea
Deputy Registrar-General

cc.
Encl.

00606513

Department of the Attorney-General and Justice (ABN 84 085 734 992)
REGISTRAR-GENERAL'S OFFICE
NICHOLS PLACE, DARWIN
GPO BOX 3021

1 OF 1

Priority of Lodgement	

Enquiries : 8999 6252

TAX INVOICE (RECEIPT) - OFFICE COPY

Lodging Party:
CITY OF DARWIN,
GPO BOX 84
DARWIN NT 0801

Customer Code:
Self Assessing Code:

Date of Issue	13/11/2015
at	13:32
by	CART
Application #	00348175

Document Delivery:
CITY OF DARWIN
GPO BOX 84
DARWIN NT 0801

Lodgement No 859560

If paper title exists enter

Volume _____

Folio _____

Description	GST Incl Amount
OC (LOTS 5182 & 8630 T/DARWIN & NIGHTCLIFF)	142.00

Total Cost excl GST	$142.00
Total GST	$0.00
Total Invoice	$142.00

Payment Details

EFT - CREDIT CARD

w : 08 89300576
M. 0419 806040
Ewan

00348175

Department of the Attorney-General and Justice (ABN 84 085 734 992)
REGISTRAR-GENERAL'S OFFICE
NICHOLS PLACE, DARWIN
GPO BOX 3021

Enquiries : 8999 6252

TAX INVOICE (RECEIPT) - OFFICE COPY

CITY OF DARWIN, GPO BOX 84 DARWIN NT 0801 Email Phone	Date of Issue 13/11/2015 at 13:32 by CART Application # 00348175 Post Receipt N

To be collected

Description	Qty	GST Incl Amount
LTO CERTIFIED MAIL	1	23.00

Total Cost excl GST	$23.00
Total GST	$0.00
Total Invoice	$23.00

Payment Details
EFT - CREDIT CARD

Form 79 Section 138

Land Title Act
REGISTRAR-GENERAL'S DIRECTIONS

TERRITORY OF AUSTRALIA

01008717570

Dealing Number: 871757 Lodged 06/07/2016 at 09:15:25
Dealing Type: XL By CASH
Volume 727 Folio 22 Fee $230.00 Receipt 631881

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
CLP671	727	022	Town of Nightcliff Town of Nightcliff	Lot 5182 Lot 8630	S77/093B S77/093A	N/A

(NOTE 6)

CAVEATOR (PERSON LODGING CAVEAT)	Name: Address for the service of Notices:	ECPH Pty Ltd (ACN 610 994 851) C/- De Silva Hebron GPO Box 488 Darwin NT 0801
ESTATE OR INTEREST CLAIMED	An interest as sublessee in the land over that part of the land as shown in the attached plan and hatched in red	
GROUNDS OF CLAIM	As sublessee under an instrument of agreement dated 1 March 2016	
REGISTERED INTERESTS AFFECTED	. Instrument No:	
EXTENT OF PROHIBITION	Absolutely	
OWNERS	Name: Address:	Gwalwa Daraniki Association Inc C/- The Public Officer Lot 8630 Dick Ward Drive Nightcliff NT 0810
OTHER PARTIES	Name: Address:	Gwelo Investments Pty Limited (ACN 009 610 682) 1/37 Wood Street Darwin NT 0800
	Name: Address:	Citiland Corporation Pty Ltd (ACN 009 651 496) 356 Bagot Road Millner NT 0810
	Name: Address:	McDonalds Properties (Australia) P/I (ACN 008 496 928) 21 Central Avenue Thornleigh NSW 2120
	Name: Address:	Citiland Corporation Pty Ltd (formerly Vyrose Pty Ltd) (ACN 009 651 496) 356 Bagot Road Millner NT 0810

(NOTE 7) (NOTE 8) (NOTE 9) (NOTE 10) (NOTE 11) (NOTE 12) (NOTE 12) (NOTE 12) (NOTE 12)

.....

SIGNED by the Caveator's duly authorised legal representative, **David Robert John De Silva** on **6 July 2016**

(NOTES 13 - 14)

In the presence of:

.....

Melissa Joanne Yates, Solicitor (08) 8924 4944

Registered on 6.7.16 At 12:09

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 Lapsing of Caveats refer Section 142 of the *Land Title Act.*
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. The caveat may be signed by the caveator or by an agent of the caveator.
14. 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 Profession 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.

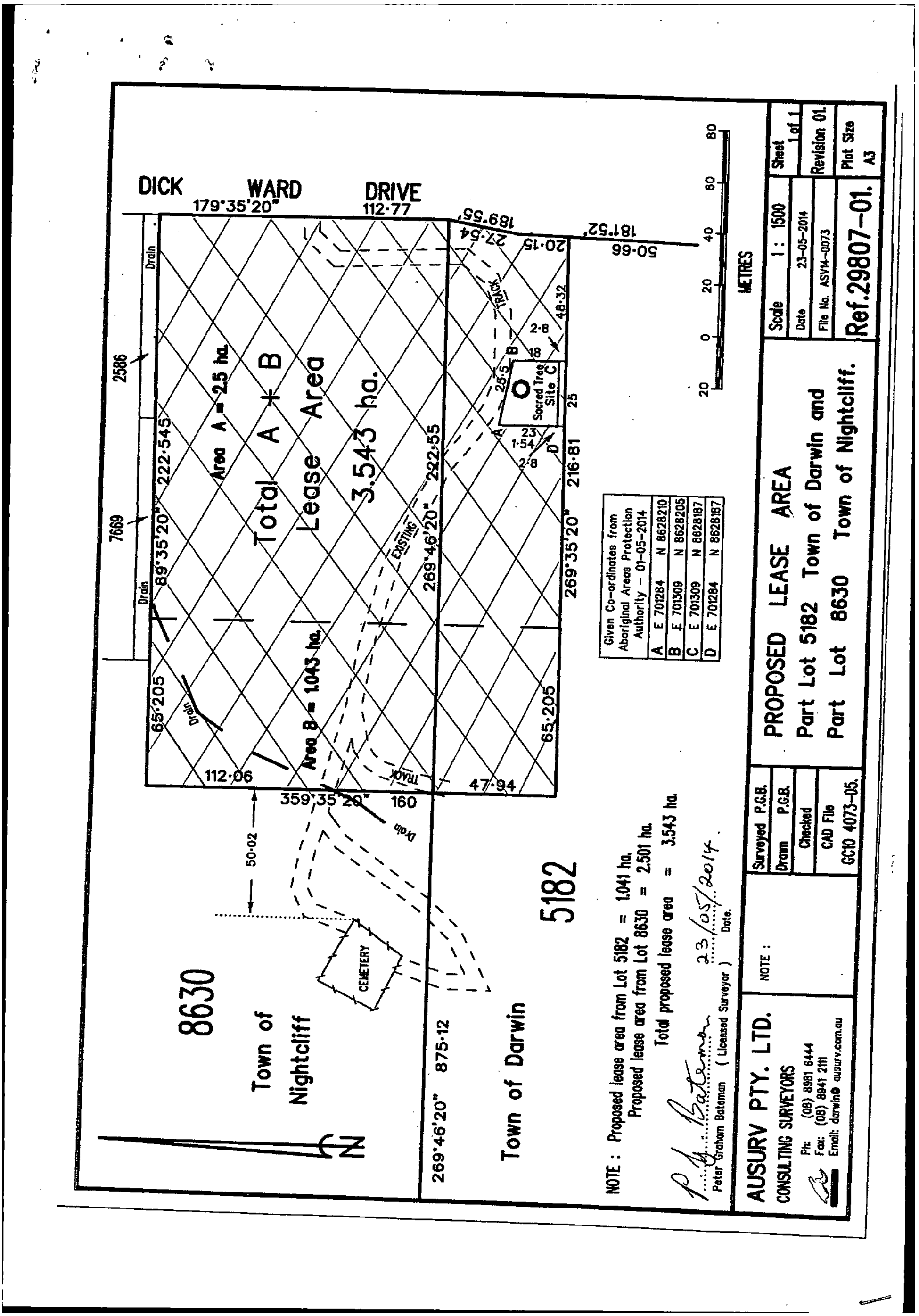
    For witnessing of instruments executed outside the Northern Territory refer to Schedule 1 of the *Land Title Act* and the Registrar-General's Direction.

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 Lands, Planning and the Environment 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.


DICK WARD DRIVE
179°35'20"
112·77
189·55
181·52
27·54
20·15
50·66
Drain
2586
7669
222·545
89°35'20"
65·205
Area A = 2.5 ha
Area B = 1.043 ha
Total Area
Lease Area
3.543 ha.
TRACK
48·32
2·8
18
B
25·5
Sacred Tree Site C
25
23
1·54
2·8
D
A
EXISTING
269°46'20"
222·55
216·81
269°35'20"
65·205
112·06
359°35'20"
160
47·94
50·02
CEMETERY
8630
Town of Nightcliff
Town of Darwin
5182
269°46'20" 875·12
N
0 20 40 60 80
METRES
Given Co-ordinates from Aboriginal Areas Protection Authority – 01-05-2014
A E 701284 N 8628210
B E 701309 N 8628205
C E 701309 N 8628187
D E 701284 N 8628187
NOTE : Proposed lease area from Lot 5182 = 1.041 ha.
Proposed lease area from Lot 8630 = 2.501 ha.
Total proposed lease area = 3.543 ha.
Peter Graham Bateman (Licensed Surveyor) Date. 23/05/2014.
AUSURV PTY. LTD.
CONSULTING SURVEYORS
Ph: (08) 8981 6444
Fax: (08) 8941 2111
Email: darwin@ausurv.com.au
NOTE :
Surveyed P.G.B.
Drawn P.G.B.
Checked
CAD File GC10 4073-05.
PROPOSED LEASE AREA
Part Lot 5182 Town of Darwin and
Part Lot 8630 Town of Nightcliff.
Scale 1 : 1500
Date 23-05-2014
File No. ASV14-0073
Sheet 1 of 1
Revision 01.
Plot Size A3
Ref.29807-01.

NORTHERN TERRITORY GOVERNMENT

DEPARTMENT OF THE ATTORNEY - GENERAL AND JUSTICE

Ground Floor, Nichols Place
Cnr Cavenagh & Bennett Streets
Darwin NT 0800

Postal Address
GPO Box 3021
DARWIN NT 0801

T 08 8999 6520
F 08 8999 6239

6 July 2016

File Ref: 871757

Gwalwa Daraniki Association Inc
c/- The Public Officer,
Lot 8630 Dick Ward Drive,
Nightcliff NT 0810

Dear Sir/Madam,

Pursuant to Section 139 of the *Land Title Act*, I must notify you in writing that Caveat No. 871757, a copy of which is attached hereto, has been lodged at this Office over the estate and interest held in the land as specified therein.

Yours sincerely

Julie Smith
Delegate of the Registrar General

Cc. Gwelo Investments Pty Limited
cc. Citiland Corporation Pty Ltd
cc. McDonalds Properties (Australia) Pty Ltd

Encl.

REGISTERED POST - SENDER TO KEEP
51007832513016

Viewed at 15:10:19 on 31/10/2016 by 32GPL.

00631881

Department of the Attorney-General and Justice (ABN 84 085 734 992)
REGISTRAR-GENERAL'S OFFICE
NICHOLS PLACE, DARWIN
GPO BOX 3021

1 OF 1

Priority of Lodgement	

Enquiries : 8999 6252

TAX INVOICE (RECEIPT) - OFFICE COPY

Lodging Party:
DE SILVA HEBRON,
GPO BOX 488
DARWIN 0801

Customer Code: DESH
Self Assessing Code: Y

Date of Issue	06/07/2016
at	09:14
by	F6O
Application #	00362067

Document Delivery:
DE SILVA HEBRON
GPO BOX 488
DARWIN 0801

Lodgement No 871757

If paper title exists enter

Volume _____

Folio _____

Description	GST Incl Amount
LAPSING CAVEAT (ECPH)	230.00

Total Cost excl GST	$230.00
Total GST	$0.00
Total Invoice	$230.00

Payment Details

CHEQUE (018815 CBA DARWIN (065901))

NORTHERN TERRITORY GOVERNMENT

DEPARTMENT OF THE ATTORNEY - GENERAL AND JUSTICE

Ground Floor, Nichols Place
Cnr Cavenagh & Bennett Streets
Darwin NT 0800

Postal Address
GPO Box 3021
DARWIN NT 0801

T 08 8999 6520
F 08 8999 6239

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cc. McDonalds Properties (Australia) Pty Ltd

Encl.

Viewed at 15:10:19 on 31/10/2016 by 32GPL.

GPO Box 3021
DARWIN NT 0801

Office of the Registrar General
21 JUL 2016
DARWIN

Office of the Registrar General
21 JUL 2016
DARWIN

Postage
Paid
Australia

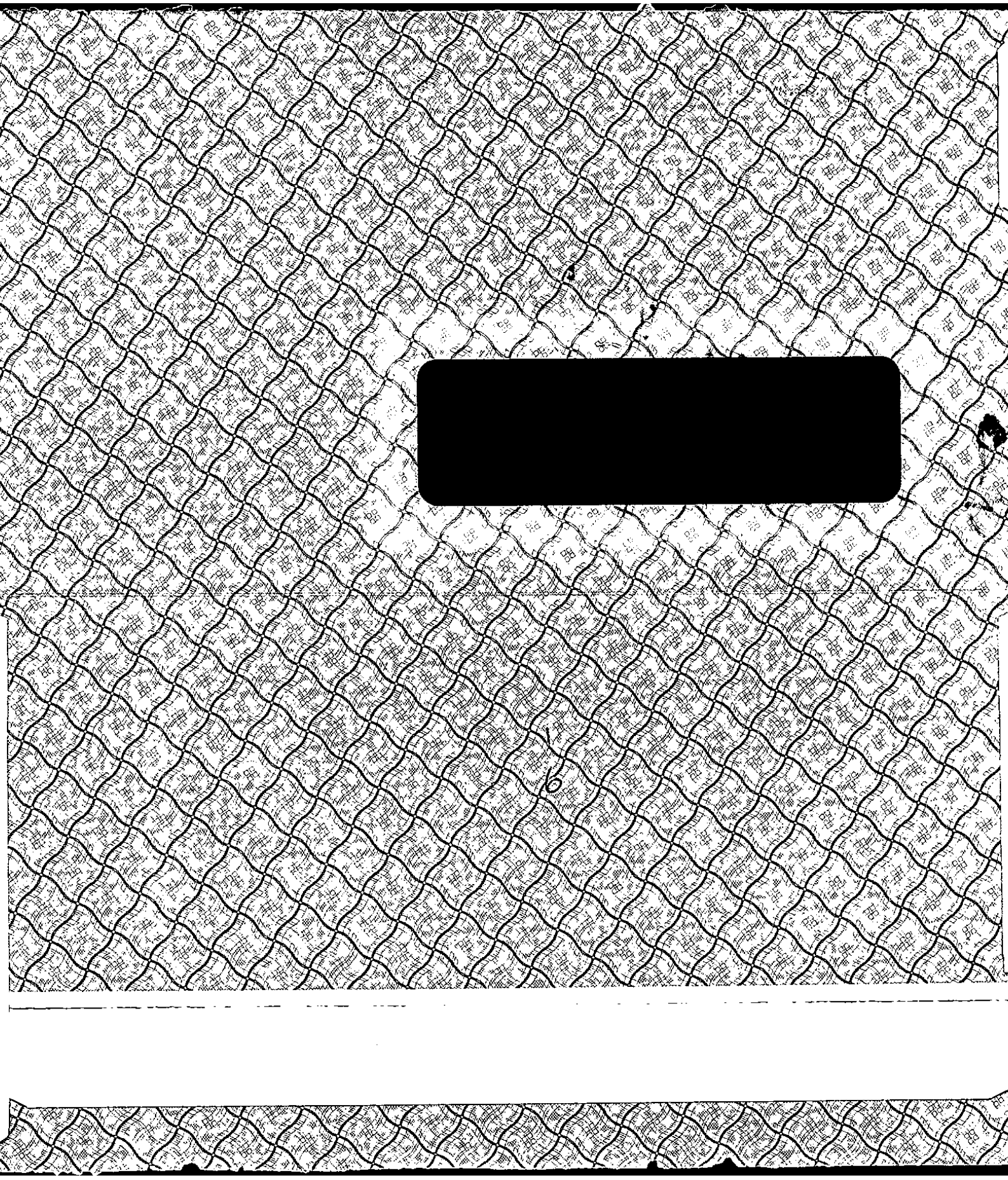
[redacted]

Registered Post
Prepaid Label
AUSTRALIA POST
AP Article ID:
51007832513016
OFFICIAL USE
51007832513016

Return to:
LAND TITLES OFFICE
GPO BOX 3021 DARWIN NT 0801

OFFICIAL MAIL

POST AUSTRALIA



'Form 82'

Section 142(6)(b)

Land Title Act
REGISTRAR-GENERAL'S DIRECTIONS

TERRITORY OF AUSTRALIA

DL008764820

Dealing Number: 876452 Lodged 05/10/2016 at 14:28:55
Dealing Type: NC By CASH
Volume 812 Folio 452 Fee $142.00 Receipt 642578

NOTICE OF COMMENCEMENT OF PROCEEDINGS BY THE CAVEATOR

The caveator hereby notifies the Registrar-General that he or she does not want the caveat to lapse and that he or she has started proceedings to establish the interest claimed under the Caveat. (NOTES 1, 2)

Register	Volume	Folio	Location	Lot Description	Plan	Unit
CUCL	727	22	Town of Nightcliff	Lot 8630	S77/093A	N/A
CUCL	727	22	Town of Darwin	Lot 5182	S77/093B	N/A

(NOTE 3)

CAVEAT NUMBER	871757	(NOTE 4)
CAVEATOR	ECPH Pty Ltd (A.C.N 610 994 851)	(NOTE 5)
CAVEATEE	Gwalwa Daraniki Association Inc.	(NOTE 6)

DETAILS OF PROCEEDINGS			
Description:	Writ filed in Supreme Court of the Northern Territory of Australia claiming relief of specific performance of Agreement to Sublease in relation to the land the subject of the caveat	Number:	96 of 2016 (21646274)

(NOTE 7)

.....
SIGNED by the Caveator's duly authorised legal representative, **David Robert John De Silva** on **4 October 2016**

In the presence of:

(NOTE 8)

.....
Melissa Joanne Yates, Solicitor
De Silva Hebron
(08) 8924 4944

Registered on 5/10/16 14:54

NORTHERN TERRITORY OF AUSTRALIA REGISTRAR GENERAL

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. This form must be used when notifying the Registrar-General that proceedings have already commenced to establish the interest claimed under the Caveat within 14 days of being served with the notice under section 142 (3) of the *Land Title Act* or if a Form 81 Notice of Intention to Commence Proceedings by the Caveator has already been lodged, this form must be lodged within 3 months of the date of lodgement of the caveat itself. A failure to do so will result in the caveat lapsing.
3. Volume and Folio references must be given together with complete parcel description. The certificate as to title need not be produced.
4. Insert the caveat instrument number.
5. Insert Caveator's full name.
6. Insert Caveatee's full name.
7. Provide details of proceedings.
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 Profession 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;
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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 15:10:10 on 31/10/2016 by 32GPL.

FORM 5A

rule 5.02(1)

WRIT

No. 96 of 2016
(21646274)

IN THE SUPREME COURT
OF NORTHERN TERRITORY OF
AUSTRALIA AT DARWIN

BETWEEN

ECPH PTY LTD (A.C.N. 610 994 851)
AS TRUSTEE FOR EP UNIT TRUST
Plaintiff

And

GWALWA DARANIKI ASSOCIATION
INC.
Defendant

TO THE DEFENDANT

This proceeding has been brought against you by the Plaintiff for the claim set out in this writ.

IF YOU INTEND TO DEFEND the proceeding, or if you have a claim against the Plaintiff which you wish to have taken into account at the trial, YOU MUST GIVE NOTICE of your intention by filing an appearance within the proper time for appearance stated below.

YOU OR YOUR SOLICITOR may file the appearance. An appearance is filed by:

(a) filing a "Notice of Appearance" in the Registry of the Supreme Court in the Supreme Court Building, State Square, Darwin, or, where the writ has been filed in the Alice Springs Registry, in the Alice Springs Registry of the Supreme Court, Law Courts Building, Parsons Street, Alice Springs; and

(b) on the day you file the Notice or on the next working day, serving, at the Plaintiff's address for service which is set out at the end of this writ, a copy, sealed by the Court.

IF YOU DO NOT file an appearance within the proper time, the Plaintiff may OBTAIN JUDGMENT AGAINST YOU on the claim without giving you any further notice.

*THE PROPER TIME TO FILE AN APPEARANCE is:

(a) Within 7 days after service:

(i) where you have been served with the writ filed in the Darwin Registry and that service was within the Northern Territory and within 200 kilometres of Darwin; or

~~(ii) where you have been served with the writ filed in the Alice~~

~~Springs Registry and that service was within the Northern Territory and within 200 kilometres of Alice Springs;~~

~~(b) Within 14 days after service, where you are served within the Northern Territory with a writ filed in either Darwin or Alice Springs Registry but you are served at a place not within 200 kilometres of the Registry in which it was filed;~~

~~(c) Within 21 days after service where you are served with the writ out of the Northern Territory but within the Commonwealth;~~

~~(d) Within 28 days after service, where you are served with the writ in New Zealand or in Papua New Guinea;~~

~~(e) Within 42 days after service, where you are served with the writ in any other place.~~

IF the Plaintiff claims a debt only and you pay that debtto the Plaintiff or his solicitor within the proper time for appearance, this proceeding will come to an end. Notwithstanding the payment, you may have the costs taxed by the Court.

FILED 4 OCTOBER 2016

REGISTRAR JF.

THIS WRIT is to be served within one year from the date it is filed or within such further period as the Court orders.

The Supreme Court of the Northern Territory of Australia

Part 2

Part A: the Parties

1. At all material times, the Plaintiff ('**ECPH**'):

   1.1. was and remains a corporation incorporated under the *Corporations Act*, able to sue and be sued in and by its corporate name and style; and

   1.2. carried on the business of property development in the Northern Territory of Australia

   1.3. acts in its' capacity as trustee of the EP Unit Trust and is authorised to bring this action on behalf of the EP Unit Trust.

2. At all materials times, the Defendant ('**GDA**'):

   2.1. was and remains a incorporated association under the *Associations Act* able to sue and be sued in and by its incorporated name and style; and

   2.2. was the holder of a Crown Lease in Perpetuity No 00671 registered over lot 5182 in the Town of Darwin from plan S77/093B and lot 8630 in the Town of Nightcliff from plan S77/093A ('**the Land**').

Part B: the Original Sub-lease

3. Dragon Lady Pty Ltd (ACN 064 904 221) as trustee for the ESW Chin Superannuation Fund and Gardens Development Pty Ltd (ACN 009 613 923) as trustee for the Poilep Unit Trust ("**the Sublessee"**) is the holder of a Sub-lease over a portion of the Land dated 30 June 2012 ('**the Original Sublease**')

Particulars

A. The Original Sublease was in writing

B. The Original Sublease was over an area of land delineated on a plan of the Land with an area of 3.543 hectares;

C. The Original Sublease was for an initial term of 12 years expiring 30 June 2024

D. The Original Sublease contained an option to renew for a further period of 99 years provided the Sublessee gave not less than 6 months notice of such renewal and subject to "approval by the planning authority in accordance with the *Planning Act* if required in respect of a period of lease of more than 12 years."

4. Mr Ernest Sue Wah Chin ("**Ernie Chin**") is a director of Dragon Lady Pty Ltd (ACN 904 221) along with his wife, Cheryle Raylene Chin.

5. Mr Peter John Hourigan is the sole director of Gardens Development Pty Ltd (ACN 009 613 923).

6. At all material times, Ernie Chin was authorised to act on behalf of the Sublessee in relation to the Original Sublease.

Viewed at 15:10:10 on 31/10/2016 by 32GPL.

Part C: Agreement to Sublease and Agreed Sublease Document

7. Between 30 June 2012 and 29 October 2015, Ernie Chin on behalf of Sublessee entered into negotiations with GDA as to the terms and conditions of a new 99 year sublease in relation to a 2.5 hectare portion of the Land on the condition that the Original Lease would be surrendered once the new sublease was entered into.

8. Between 30 June 2012 and 29 October 2015, the Sublessee and GDA agreed to a new sublease of a portion of the Land on the following material terms ("**the Agreement to Sublease**"):

   8.1. The term of the new sub-lease would be for 99 years, commencing on 1 March 2016 and expiring on 28 February 2115;

   8.2. The portion of Land which was subject to the new sublease would be reduced to 2.5 hectares to coincide with the area of land which was the subject of a development application by the Sublessee;

   8.3. The remaining terms and conditions of the new sub-lease would be no less favourable then the terms and conditions relating to an existing sub-lease granted to a different sub-lessee, Citiland Corporation Pty Ltd in respect of a different portion of the Land; and

   8.4. The initial annual rental would be $17,000 per annum plus GST.

9. On 29 October 2015, in reliance on the Agreement to Sublease, GDA reduced the Agreement to Sublease to writing by way of a draft new sublease and provided it to the Sublessee for their approval and comment.

10. On 18 December 2015, indicative approval for the draft new sublease was given by the Department of Lands & Planning subject to subdivision and final Ministerial Consent.

11. On or about 25 January 2016, GDA and the Sublessee finalised their agreement to the terms and conditions of the draft new sublease which was reflected the terms of the Agreement to Sublease ('**the Agreed Sublease Document**').

12. On or about 5 February 2016, following the recommendation of Mr Michael Chin of Finlaysons Lawyers, Solicitors for GDA, the Sublessee requested the Agreed Sublease Document be amended to reflect a different entity, which would be established by and related to Mr Ernie Chin and Mr Peter John Hourigan as the new sublessee, subject to legal advice being received as to the name and structure of the new sublessee.

13. On or about 5 February 2016, GDA consented to the change of name of the sublessee under the Agreed Sublease Document.

14. On or about 26 February 2016, Mr Ernie Chin and Mr Peter Hourigan established ECPH and requested that GDA consent to the amendment of the Agreed Sublease Document to reflect ECPH as the new sublessee.

The Supreme Court of the Northern Territory of Australia

15. On or about late April or early May 2016, GDA consented to the amendment to the Agreed Sublease Document with ECPH substituted as the new sublessee.

16. On or about late April or early May 2016, ECPH executed the Agreed Sublease Document and forwarded the executed Agreed Sublease Document to GDA for execution by GDA.

Part D: The Repudiation

17. On or about 4 May 2016, the ECPH received the Agreed Sublease Document signed by GDA however the Form 32 Sublease had been hand-amended by GDA to read that the Agreed Sublease Document expired on 28 February 2056 ('**the Hand Amendment**').

18. The Hand Amendment was not authorised or agreed to by ECPH.

19. On 6 June 2016, ECPH wrote to GDA objecting to the Hand Amendment and affirming the terms of the Agreed Sublease Document.

20. On 24 June 2016, in response to the letter of ECPH dated 6 June 2016, GDA formally repudiated the Agreement to Sublease by unilaterally, without authority or the consent of ECPH resiling from their obligation to grant a 99 year sublease term and instead only granting a 40 year sublease term and unilaterally altering the Agreed Sublease Document.

21. On 1 July 2016 GDA further repudiated the Agreement to Sublease by withdrawing from the Agreement to Sublease and Agreed Sublease Document entirely.

22. On 6 July 2016, ECPH again affirmed the Agreement to Sublease and Agreed Sublease Document and lodged a caveat over their interest in the Land.

AND the Plaintiff claims:

1. Specific performance of the Agreement to Sublease by execution by GDA of the Agreed Sublease Document;
2. Damages in lieu of or in addition to specific performance;
3. Alternatively to 1 and 2 damages for breach of contract;
4. Interest on all sums found due to the Plaintiff pursuant to s84 of the *Supreme Court Act*; and
5. Costs

The Supreme Court of the Northern Territory of Australia

Dated: 4 October 2016

.....
DAVID DE SILVA
De Silva Hebron
Solicitor for the Plaintiff

Part 3*

1. Place of trial – DARWIN

2. This writ was filed:

(a) ~~by the Plaintiff in person;~~

(b) for the Plaintiff by David De Silva, De Silva Hebron, Barristers & Solicitors, 47 Knuckey Street, Darwin, NT, 0800;

(c) ~~for the Plaintiff by David De Silva, De Silva Hebron, Barristers & Solicitors, 47 Knuckey Street, Darwin or agent for [*name of firm or principal solicitor and, where the principal solicitor is a firm, indicate the name of the member of the firm having responsibility for the conduct of the matter*], solicitor, of [*business address of principal.*]~~

3. The address of the Plaintiff is: 12/68 Marina Boulevard, Cullen Bay, NT, 0820

4. The address for service of the Plaintiff is: c/- De Silva Hebron, Barristers & Solicitors, 47 Knuckey Street, Darwin NT 0800.

5. The address of the Defendant is: c/- The Public Officer, House 3, Kulaluk Community, Nightcliff, NT, 0814.

The Supreme Court of the Northern Territory of Australia

**IN THE SUPREME COURT
OF THE NORTHERN TERRITORY
OF AUSTRALIA AT DARWIN**

No. 96 of 2016 (21646274)

BETWEEN

**ECPH PTY LTD (A.C.N. 610 994 851)
AS TRUSTEE FOR EP UNIT TRUST**
Plaintiff

and

GWALWA DARANIKI ASSOCIATION INC
Defendant

WRIT

Messrs De Silva Hebron
Barristers and Solicitors
47 Knuckey Street
DARWIN NT 0800

Telephone: (08) 8924 4944
Facsimile: (08) 8924 4933

(Our ref DDS:160305)

RECEIPT NO.
FEE PAID: $
FILED - 4 OCT 2016
TIME:
SUPREME COURT- DARWIN

00642578

Department of the Attorney-General and Justice (ABN 84 085 734 992)
REGISTRAR-GENERAL'S OFFICE
NICHOLS PLACE, DARWIN
GPO BOX 3021

1 OF 1

Priority of Lodgement	

Enquiries : 8999 6252

TAX INVOICE (RECEIPT) - OFFICE COPY

Lodging Party:
DE SILVA HEBRON,
GPO BOX 488
DARWIN 0801

Customer Code: DESH
Self Assessing Code: Y

Date of Issue	05/10/2016
at	14:14
by	CMIK
Application #	00367751

Document Delivery:
DE SILVA HEBRON
GPO BOX 488
DARWIN 0801

Lodgement No 876452

If paper title exists enter

Volume _____

Folio _____

Documents to be - Posted Collected _____

Description	GST Incl Amount
NOTICE OF COMMENCEMENT OF PROCEEDINGS BY THE CAVEATOR (ECPH)	142.00

Total Cost excl GST	$142.00
Total GST	$0.00
Total Invoice	$142.00

Payment Details

CHEQUE (018929 CBA DARWIN (065901))

Date Registered: 21/07/2016 **Volume** 812 **Folio** 452
Duplicate Certificate as to Title issued? No

SEARCH CERTIFICATE

CROWN LEASE IN PERPETUITY 00671

Lot 5182 Town of Darwin from plan(s) S 77/093B
Lot 8630 Town of Nightcliff from plan(s) S 77/093A
Area under title is 3 square kilometres 1 hectares 6900 square metres

Owner:
Gwalwa Daraniki Association Inc.
of c/- The Public Officer Lot 8630 Dick Ward Drive, Nightcliff NT 0810

Easements:
Water supply Easement to Power and Water Authority
Access Easement to Northern Territory of Australia
Drainage Easement to Northern Territory of Australia
Sewerage Easement to Power and Water Authority
Electricity supply Easement to Power and Water Authority
Pedestrian Access Easement to Northern Territory of Australia
Power line Easement to Power and Water Authority

Registered Date	Dealing Number	Description
		Previous title is **Volume** 812 **Folio** 430
05/10/2016	876452	Notice of commencement of proceedings by the Caveator (871757)
06/07/2016	871757	Lapsing Caveat ECPH Pty Ltd - Part - expiring 06/10/2016
13/11/2015	859560	Overriding Statutory Charge City of Darwin - pursuant to Section 170 of the Local Government Act.
01/09/2015	855536	Caveat Citiland Corporation Pty Ltd
09/03/2009	694568	Caveat Gwelo Investments Pty Ltd
11/07/2008	677102	Right of Way Easement granted to the proprietor(s) of lot(s) 4940
11/07/2008	677101	Sewerage Easement granted to the proprietor(s) of lot(s) 4940
11/07/2008	677100	Right of Way Easement granted to the proprietor(s) of lot(s) 4940
10/12/2007	661730	Electricity supply Easement to Power and Water Corporation
16/09/1996	360053	Statutory Notice - Prescribed Property
17/01/1996	345692	Under-lease to McDonalds Properties (Australia) P/l - part - expiring 6/7/2094 (345691)
17/01/1996	345691	Sub-lease to Vysrose Pty. Ltd. - part - expiring 7/7/2094
23/03/1990	229354	Electricity supply easement to Power and Water Authority

End of Dealings

Commencement Date: 27th August, 1987

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 or fossil fuels.

3. Reservation of power of resumption.

Provision:

1. The purpose of the lease ("the lease purpose") is for purposes consistent with the zoning of the land.

2. 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;

3. The Lessee may at any time surrender the lease in the manner prescribed under the Crown Lands Act.

4. For the purposes of sections 63 & 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:

1. Subject to the Crown Lands Act the Lessee shall not use the land for a purpose other than the lease purpose.

2. The Lessee shall pay rates and taxes which may at any time become due in respect of the leased land.

3. The Lessee shall at all times maintain, repair and keep in repair all buildings and other improvements on the leased land.

4. The Lessee shall at all times comply with any Planning Instrument and/or Instrument of Determination under the Planning Act affecting the land the subject of the lease.

5. The Lessee shall, 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.

6. If the Lessee fails to observe and carry out or to cause to be observed or carried out the conditions of clause 5 above on his part, the Territory shall have a 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.

Date Registered: 21/07/2016 **Volume** 812 **Folio** 452
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 05182 Town of Darwin plan(s) S 77/093B

(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 812 452 (order 1)

Tenure Type
CROWN LEASE IN PERPETUITY 671

Tenure Status
Current

Area Under Title
3 square kilometres 1 hectares 6900 square metres

Owners
Gwalwa Daraniki Association Inc.
c/- The Public Officer Lot 8630 Dick Ward Drive, Nightcliff NT 0810

Easements
Access Easement to Northern Territory of Australia
Pedestrian Access Easement to Northern Territory of Australia
Drainage Easement to Northern Territory of Australia
Electricity supply Easement to Power and Water Authority
Power line Easement to Power and Water Authority
Sewerage Easement to Power and Water Authority
Electricity supply 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
CUFT 812 430 (order 1)
CUFT 727 022 (order 1)
CUFT 727 020 (order 1)
CUFT 727 018 (order 1)
CUFT 726 979 (order 1)
CUFT 720 207 (order 1)
CUFT 720 206 (order 1)
CUFT 454 100 (order 1)
CUCL 200 013 (order 1)
CUCL 159 042 (order 3)
CUCL 159 042 (order 2)
CUCL 159 042 (order 1)
Visit the website http://www.nt.gov.au/justice/bdm/land_title_office/

Custodian - Surveyor General (+61 8 8995 5362)

Address
213 DICK WARD DR, LUDMILLA

Survey Plan
S 77/093B

Survey Status
Approved

Parcel Status
CURRENT

Parcel Area
2 square kilometres, 19 hectares, 3000 square metres

Map Reference
Code 200 Scale 2500 Sheet 30.26
Code 200 Scale 2500 Sheet 29.25
Code 200 Scale 2500 Sheet 30.25
Code 200 Scale 2500 Sheet 29.26

Parent Parcels
(none found)

Parcel Comments
PART KULALUK LEASE.S77/93;PT.APPLIED FOR BY REDCO P/L FOR EAST HAVEN DEVELOPMENT S81/1035(2)/125. SUBLEASE OVER LOT 6469(A)VIDE S94/204. PROPOSED ROW EASEMENTS ADJACENT

TO LOT 4940, VIDE PLAN S94/204. LOT 5746, SEWER PUMP STATION - S98/267. NATIVE TITLE DOES NOT EXIST ON THIS PARCEL (FEDERAL COURT DETERMINATION 17/5/2006) REF LI2009/36/135.

Survey Comments
(none found)

Proposed Easements
Right of Way to Private

Municipality
DARWIN MUNICIPALITY

Region
DARWIN

Custodian - Valuer General (+61 8 8943 9193)

Owner's Last Known Address
Gwalwa Daraniki Association Inc., C/- THE PUBLIC OFFICER LOT 8630 DICK WARD DRIVE, NIGHTCLIFF NT 0810

Parcels in Valuation
Lot 05182 Town of Darwin
Lot 08630 Town of Nightcliff

Unimproved Capital Value
$6,050,000 on 01/07/2014
$5,500,000 on 01/07/2011
$4,000,000 on 01/07/2008 for valuation unit A
$2,600,000 on 01/07/2005 for valuation unit A
$2,000,000 on 01/07/2002 for valuation unit A
$1,750,000 on 01/07/1999 for valuation unit A
$1,250,000 on 01/07/1996 for valuation unit A
$1,000,000 on 01/07/1993 for valuation unit A
$1,000,000 on 01/01/1991
$900,000 on 01/01/1988
$400,000 on 01/01/1985
$160,000 on 01/01/1982
$80,000 on 01/05/1979

Valuation Improvements
17/07/1997 Land
17/07/1997 Hostel
17/07/1997 Land
01/08/1982 Land

Custodian - Property Purchasing (+61 8 8999 6631)

Acquisitions
(none found)

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

Building Control Areas

BBDAR001 - Building Control Area	DARWIN BUILDING AREA

Building Permits

Application Number:	20 of 22
Description:	Extension to Drive Thru Servery for McDonalds
Number of Residental Units:	
Australian Bureau of Statistics Type:	(none found)
Building Class:	Shop
Area:	4 square metres
Certification:	Shop - Full Code - *issued on* 21/10/2009

Application Number:	18 of 22
Description:	Alterations & Additions to Restaurant
Number of Residental Units:	
Australian Bureau of Statistics Type:	(none found)
Building Class:	Shop
Area:	431 square metres
Certification:	Shop - Full Code - *issued on* 11/07/2006

Application Number:	16 of 22
Description:	ALT/ADD HOUSE 2,3,7,8,9,10
Number of Residental Units:	0
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	0 square metres
Certification:	Single Dwelling - Full Code - *issued on* 20/03/2003

Application Number:	14 of 22
Description:	SHADE STRUCTURES (MCDONALDS)
Number of Residental Units:	0
Australian Bureau of Statistics Type:	(none found)
Building Class:	Non-habitable building
Area:	96 square metres
Certification:	Non-habitable building - Full Code - *issued on* 04/01/2001

Application Number:	12 of 22
Description:	DELETE LOT 3 MIRROR IMAGE LOT 8
Number of Residental Units:	6
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	778 square metres
Certification:	Single Dwelling - Full Code - *issued on* 24/05/1999

Application Number:	11 of 22

Description:	ABLUTION ADD TO UNITS
Number of Residental Units:	0
Australian Bureau of Statistics Type:	Flats or units of one to two storeys
Building Class:	Single Dwelling
Area:	81 square metres
Certification:	Single Dwelling - Full Code - *issued on* 12/10/1995

Application Number:	9 of 22
Description:	SHADE
Number of Residental Units:	0
Australian Bureau of Statistics Type:	(none found)
Building Class:	Non-habitable building
Area:	34 square metres
Certification:	Non-habitable building - Full Code - *issued on* 19/10/1994

Application Number:	4 of 22
Description:	10 HOUSES
Number of Residental Units:	10
Australian Bureau of Statistics Type:	(none found)
Building Class:	House
Area:	1050 square metres
Certification:	House - Full Code - *issued on* 14/12/1989

Application Number:	1 of 22
Description:	CAMPING UNITS & ABLUTION BLOCKS
Number of Residental Units:	0
Australian Bureau of Statistics Type:	(none found)
Building Class:	Residential (other than 1 or 2) Out building
Area:	688 square metres 0 square metres
Certification:	Residential (other than 1 or 2) - Full Code - *issued on* 18/10/1988 Out building - Full Code - *issued on* 18/10/1988

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

File Number
PA2009/1225

Type
Investigation/Enforcement

Date Received

Application Purpose
Alleged unapproved storage of fill

Application Status
Current

Other Affected Parcels
(none found)

Instrument Signed

Instrument Number

Instrument Issued
Not Complete

Instrument Status

File Number
PA2014/0745

Type
Extension of Time

Date Received
27/10/2016

Application Purpose
Extend base period of permit for 2 years

Application Status
Current

Other Affected Parcels
(none found)

Instrument Signed

Instrument Number
dp14/0831a

Instrument Issued
Signed

Instrument Status

File Number
PA2015/0799

Type
Alteration

Date Received
02/11/2015

Application Purpose
Extensions to existing restaurant (drive-through additions)

Application Status
Approved

Other Affected Parcels
(none found)

Instrument Signed
27/11/2015

Instrument Number
AP15/0005

Instrument Issued
Signed

Instrument Status
Current

File Number
PA2014/0745

Type
Variation of Development Permit

Date Received
30/07/2015

Application Purpose
Subdivision of land

Application Status
Current

Other Affected Parcels
(none found)

Instrument Signed

Instrument Number

Instrument Issued
Not Complete

Instrument Status

File Number
PA2015/0112

Type
Subdivision

Date Received
17/02/2015

Application Purpose
Subdivision to create three (3) lots

Application Status
Approved

Other Affected Parcels
Lot 08630 Town of Nightcliff

Instrument Signed
04/06/2015

Instrument Number
DP15/0308

Instrument Issued
Signed

Instrument Status
Current

File Number
PA2014/1037

Type
Subdivision

Date Received
07/01/2015

Application Purpose
Subdivision to create three (3) lots. Application re-exhibited as PA2015/0112. Please refer to both applications.

Application Status
Deferred

Other Affected Parcels
Lot 08630 Town of Nightcliff

Instrument Signed

Instrument Number

Instrument Issued
Not Complete

Instrument Status

File Number
PA2014/0904

Type
Planning Scheme Amendment

Date Received
28/11/2014

Application Purpose
To alter Specific Use Zone Darwin 37 (SD37) to allow for a wider range of uses otherwise prohibited within SD37.

Application Status
Approved

Other Affected Parcels
(none found)

Instrument Signed

Instrument Number

Instrument Issued
Not Complete

Instrument Status
Current

File Number
PA2014/0745

Type
Subdivision

Date Received
23/09/2014

Application Purpose
Subdivision to create 6 lots

Application Status
Approved

Other Affected Parcels
(none found)

Instrument Signed
04/12/2014

Instrument Number
DP14/0831

Instrument Issued
Signed

Instrument Status
Current

File Number
PA2014/0410

Type
Development

Date Received
03/06/2014

Application Purpose
Filling of land (SD44) for future development

Application Status
Approved

Other Affected Parcels
Lot 08630 Town of Nightcliff

Instrument Signed
12/02/2015

Instrument Number
DP15/0078

Instrument Issued
Signed

Instrument Status
Current

File Number
PA2013/0919

Type
Subdivision

Date Received
13/01/2014

Application Purpose
Subdivision to create 6 lots

Application Status
Refused

Other Affected Parcels
(none found)

Instrument Signed
24/03/2014

Instrument Number
NR14/0006

Instrument Issued
Signed

Instrument Status
Completed

File Number
PA2013/0220

Type
Planning Scheme Amendment

Date Received
04/04/2013

Application Purpose
Rezone from Zone CN (Conservation) to Zone LI (Light Industry)

Application Status
Approved

Other Affected Parcels
Lot 08630 Town of Nightcliff

Instrument Signed

Instrument Number

Instrument Issued
Not Complete

Instrument Status
Current

File Number
PA2013/0170

Type
Exceptional Development

Date Received
18/03/2013

Application Purpose
Operational stockpile of fill

Application Status
Refused

Other Affected Parcels
(none found)

Instrument Signed
15/05/2014

Instrument Number
NR14/0009

Instrument Issued
Signed

Instrument Status
Completed

File Number
PA2007/0121

Type
Planning Scheme Amendment

Date Received
22/04/2010

Application Purpose
Rezone from Zones RD (Restricted Development) and CL (Community Living) to three distinct Specific Use zones. - Altered and approved as: "Rezone part Lot 5182 from Zone RD (Restricted Development) to Zone SD37 (Specific Use Zone Darwin No. 37)."

Application Status
Approved

Other Affected Parcels
(none found)

Instrument Signed

Instrument Number

Instrument Issued
Not Complete

Instrument Status
Current

File Number
PA2008/0863

Type
Alteration

Date Received
26/11/2008

Application Purpose
Extension to existing drive through servery

Application Status
Approved

Other Affected Parcels
(none found)

Instrument Signed
16/12/2008

Instrument Number
AP08/002

Instrument Issued
Signed

Instrument Status
Current

File Number
PA2008/0267

Type
Planning Scheme Amendment

Date Received
29/02/2008

Application Purpose
Rezone from CN to LI

Application Status
Refused

Other Affected Parcels
Lot 08630 Town of Nightcliff

Instrument Signed

Instrument Number

Instrument Issued
Not Complete

Instrument Status
Completed

File Number
PA1993/0462

Type
Variation of Development Permit

Date Received
06/04/2005

Application Purpose
enclosure of front verandah and alterations to internal layout

Application Status
Approved

Other Affected Parcels
Administrative Lot 06469 Town of Darwin

Instrument Signed
20/05/2005

Instrument Number
DP94/0330C

Instrument Issued
Signed

Instrument Status
Current

File Number
PA2003/0824

Type
Exceptional Development

Date Received
28/11/2003

Application Purpose
AQUACULTURE - mud crab farm

Application Status
Approved

Other Affected Parcels
(none found)

Instrument Signed
08/03/2006

Instrument Number
EDP05/0011

Instrument Issued
Signed

Instrument Status

File Number
PA2003/0060

Type
Exceptional Development

Date Received
23/01/2003

Application Purpose
2 RESTAURANTS

Application Status
Refused

Other Affected Parcels
(none found)

Instrument Signed

Instrument Number

Instrument Issued
Not Complete

Instrument Status
Completed

File Number
PA1993/0462

Type
Variation of Development Permit

Date Received
30/10/2000

Application Purpose
REPLACE SHADE STRUCTURE PLAYGROUND & ADD 2 OVER DRIVE THRU

Application Status
Approved

Other Affected Parcels
Administrative Lot 06469 Town of Darwin

Instrument Signed
06/11/2000

Instrument Number
DP94/0330B

Instrument Issued
Signed

Instrument Status

File Number
PA1996/1131

Type
Variation of Development Permit

Date Received
10/02/1998

Application Purpose
SHED & COVERED WORK AREA

Application Status
Approved

Other Affected Parcels
(none found)

Instrument Signed
15/04/1998

Instrument Number
DP97/0077A

Instrument Issued
Signed

Instrument Status
Expired

File Number
PA1997/0278

Type
Planning Scheme Amendment

Date Received
26/03/1997

Application Purpose
REZONE FR R6(COMMUNITY LIVING) TO RD (RESTRICTED DEV) RMS973235 ON EX TO 2/6/97 D501

Application Status
Completed

Other Affected Parcels
Lot 08630 Town of Nightcliff

Instrument Signed

Instrument Number

Instrument Issued
Not Complete

Instrument Status
Completed

File Number
PA1993/0462

Type
Variation of Development Permit

Date Received
16/01/1995

Application Purpose
LANDSCAPING REQUIREMENTS

Application Status
Approved

Other Affected Parcels
Administrative Lot 06469 Town of Darwin

Instrument Signed
23/01/1995

Instrument Number
DP94/0330A

Instrument Issued
Signed

Instrument Status
Completed

File Number
PA1993/0462

Type
Variation of Development Permit

Date Received
25/10/1994

Application Purpose
DELETION OF ACCESS LINK

Application Status
Approved

Other Affected Parcels
Administrative Lot 06469 Town of Darwin

Instrument Signed
18/11/1994

Instrument Number
DP94/0330

Instrument Issued
Signed

Instrument Status
Completed

File Number
PA1993/0462

Type
Variation of Development Permit

Date Received
06/10/1994

Application Purpose
TO SITE 1.5M CLOSER TO FITZER DRIVE

Application Status
Approved

Other Affected Parcels
Administrative Lot 06469 Town of Darwin

Instrument Signed
07/10/1994

Instrument Number
DP94/0271

Instrument Issued
Signed

Instrument Status

File Number
PA1994/0100

Type
Subdivision

Date Received
12/04/1994

Application Purpose
TO CREATE TWO LOTS ON BEHALF OF VYSROSE PTY LTD

Application Status
Approved

Other Affected Parcels
(none found)

Instrument Signed
13/05/1994

Instrument Number
S 2636

Instrument Issued
Signed

Instrument Status
Completed

File Number
PA1994/0100

Type
Subdivision

Date Received
27/01/1994

Application Purpose
TO CREATE TWO LOTS ON BEHALF OF VYSROSE PTY LTD

Application Status
Approved

Other Affected Parcels
(none found)

Instrument Signed
29/03/1994

Instrument Number
S 2618

Instrument Issued
Signed

Instrument Status

File Number
PA1993/0462

Type
Development

Date Received
20/08/1993

Application Purpose
RESTAURANT

Application Status
Approved

Other Affected Parcels
Administrative Lot 06469 Town of Darwin

Instrument Signed
26/10/1993

Instrument Number
DV5098

Instrument Issued
Signed

Instrument Status
Completed

File Number
PA1992/0065

Type
Development

Date Received
19/02/1992

Application Purpose
RESTAURANT,CHEMIST & VIDEO SHOP BEING HANDLED BY ANDY MCCRACKEN BUILDING CONSULTANTS *PART OF LOT ONLY*

Application Status
Refused

Other Affected Parcels
(none found)

Instrument Signed
16/04/1992

Instrument Number
DV4516

Instrument Issued
Signed

Instrument Status
Completed

File Number
PA1991/0343

Type
Planning Scheme Amendment

Date Received
19/07/1991

Application Purpose
FROM R6 TO O2 PART OF LOT ONLY

Application Status
Refused

Other Affected Parcels
(none found)

Instrument Signed

Instrument Number

Instrument Issued
Not Complete

Instrument Status
Completed

File Number
PA1984/0388

Type
Planning Scheme Amendment

Date Received
17/07/1984

Application Purpose
S2 TO I1

Application Status
Refused

Other Affected Parcels
(none found)

Instrument Signed

Instrument Number

Instrument Issued
Not Complete

Instrument Status
Completed

File Number
PA1982/0413

Type
Subdivision

Date Received
20/08/1982

Application Purpose
CREATE 1 LOT

Application Status
Approved

Other Affected Parcels
Lot 03712 Town of Darwin
Lot 03724 Town of Darwin
Lot 03725 Town of Darwin
Lot 03727 Town of Darwin
Lot 04954 Town of Darwin

Instrument Signed
10/01/1983

Instrument Number
S 0493

Instrument Issued
Signed

Instrument Status
Expired

File Number
PA1981/0565

Type
Planning Scheme Amendment

Date Received
30/12/1981

Application Purpose
TO SP

Application Status
Refused

Other Affected Parcels
(none found)

Instrument Signed

Instrument Number

Instrument Issued
Not Complete

Instrument Status
Completed

File Number
PA1981/0377

Type
Planning Scheme Amendment

Date Received
05/08/1981

Application Purpose
O1 TO O2 (RICHARDSON PARK)

Application Status
Completed

Other Affected Parcels
Lot 03725 Town of Darwin
Lot 03727 Town of Darwin

Instrument Signed

Instrument Number

Instrument Issued
Not Complete

Instrument Status
Completed

File Number
PA1980/0503

Type
Planning Scheme Amendment

Date Received
04/12/1980

Application Purpose
O1 TO O2

Application Status
Completed

Other Affected Parcels
(none found)

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	30
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)

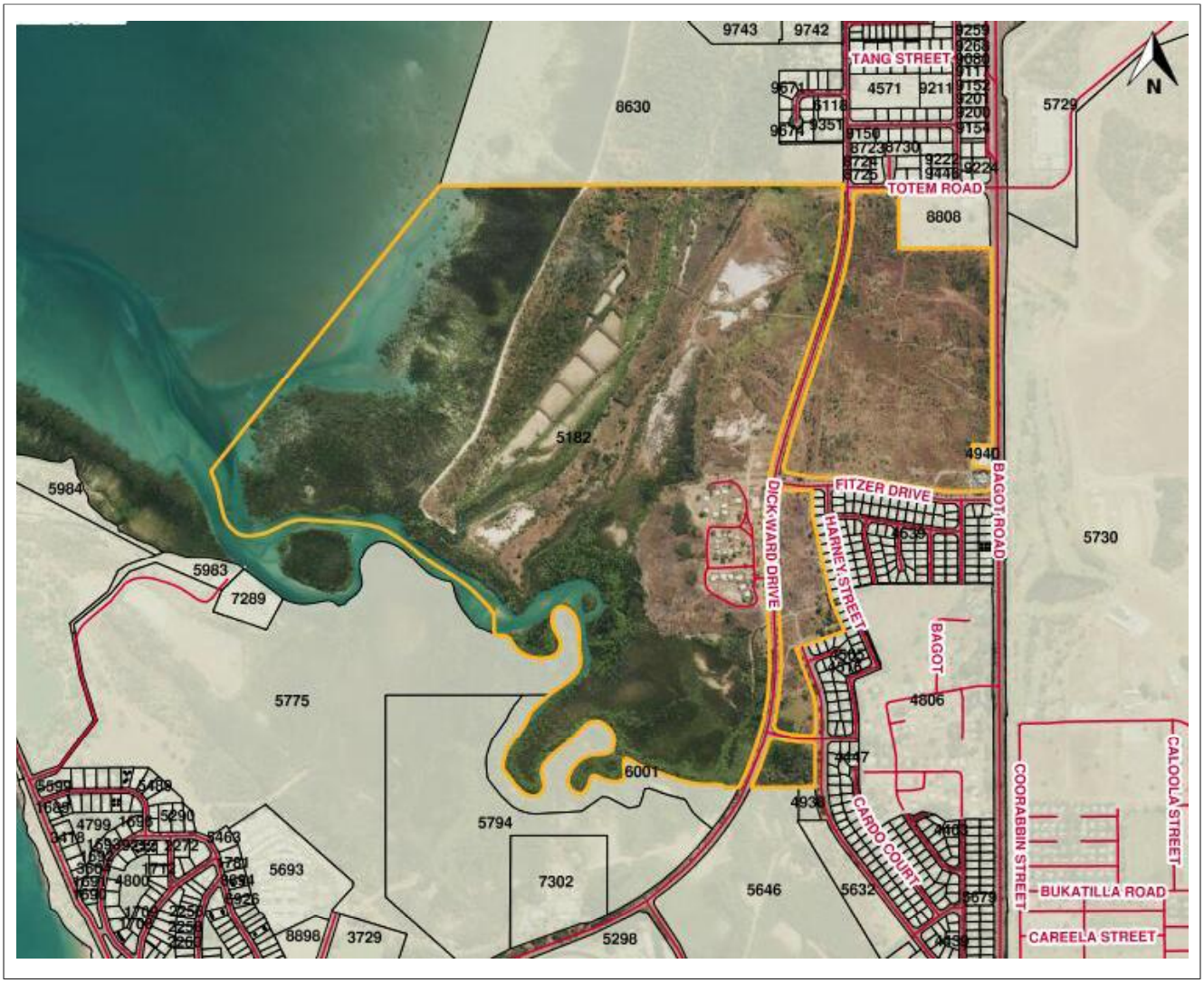
For further information on heritage places contact Heritage Branch or visit the website http://www.dlpe.nt.gov.au/heritage

Other Interests

For Account balances, contact Darwin City Council

Storm Surge: This lot is within a primary surge zone. For more information contact Lands Planning on 8999 8963.

Storm Surge: This lot is within a secondary surge zone. For more information contact Lands Planning on 8999 8963.


9743
9742
TANG STREET
4571
9211
8630
5729
N
TOTEM ROAD
8808
5182
4940
BAGOT ROAD
5984
FITZER DRIVE
DICKWARD DRIVE
HARNEY STREET
5730
5983
7289
BAGOT
5775
4806
6001
CALOOLA STREET
COORABBIN STREET
5794
CARDO COURT
7302
5646
5632
BUKATILLA ROAD
5693
8898
3729
5298
CAREELA STREET

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 08630 Town of Nightcliff plan(s) S 77/093A

(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 812 452 (order 1)

Tenure Type
CROWN LEASE IN PERPETUITY 671

Tenure Status
Current

Area Under Title
3 square kilometres 1 hectares 6900 square metres

Owners
Gwalwa Daraniki Association Inc.
c/- The Public Officer Lot 8630 Dick Ward Drive, Nightcliff NT 0810

Easements
Access Easement to Northern Territory of Australia
Pedestrian Access Easement to Northern Territory of Australia
Electricity supply Easement to Power and Water Authority
Drainage Easement to Northern Territory of Australia
Power line Easement to Power and Water Authority
Sewerage Easement to Power and Water Authority
Electricity supply 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
CUFT 812 430 (order 1)
CUFT 727 022 (order 1)
CUFT 727 020 (order 1)
CUFT 727 018 (order 1)
CUFT 726 979 (order 1)
CUFT 720 207 (order 1)
CUFT 720 206 (order 1)
CUFT 454 100 (order 1)
CUCL 200 013 (order 1)
CUCL 159 042 (order 3)
CUCL 159 042 (order 2)
CUCL 159 042 (order 1)
Visit the website http://www.nt.gov.au/justice/bdm/land_title_office/

Custodian - Surveyor General (+61 8 8995 5362)

Address
95 DICK WARD DR, COCONUT GROVE

Survey Plan
S 77/093A

Survey Status
Approved

Parcel Status
CURRENT

Parcel Area
82 hectares, 3900 square metres

Map Reference
Code 200 Scale 2500 Sheet 29.26
Code 200 Scale 2500 Sheet 30.27
Code 200 Scale 2500 Sheet 30.26

Parent Parcels
(none found)

Parcel Comments
PART OF KULALUK. RESURVEY TO DIMINISH AREA S77/93. PROP TO CLOSE ADJ ROAD, NTG 5/7/89, S91/205. PT ADJ RD CLOSED NTG G43 30/10/91. WITHIN RESTRICTED AREA UNDER LIQUOR ACT NTG S27 14/9/2007. NATIVE TITLE DOES NOT EXIST ON THIS PARCEL (FEDERAL COURT DETERMINATION

17/5/2006) REF LI2009/36/135. PROVISIONAL DECLARATION OF HERITAGE PLACE, NTG G9 LI2012/0021~0005. REVOCATION OF PROVISIONAL DECLARATION OF HERITAGE PLACE NTG S39 4/5/2016.

Survey Comments
(none found)

Proposed Easements
(none found)

Municipality
DARWIN MUNICIPALITY

Region
DARWIN

Custodian - Valuer General (+61 8 8943 9193)

Owner's Last Known Address
Gwalwa Daraniki Association Inc., C/- THE PUBLIC OFFICER LOT 8630 DICK WARD DRIVE, NIGHTCLIFF NT 0810

Parcels in Valuation
Lot 05182 Town of Darwin
Lot 08630 Town of Nightcliff

Unimproved Capital Value
$6,050,000 on 01/07/2014
$5,500,000 on 01/07/2011
$4,000,000 on 01/07/2008
$2,600,000 on 01/07/2005
$2,000,000 on 01/07/2002
$1,750,000 on 01/07/1999
$1,250,000 on 01/07/1996
$1,000,000 on 01/07/1993
$1,000,000 on 01/01/1991
$900,000 on 01/01/1988
$400,000 on 01/01/1985
$160,000 on 01/01/1982
$80,000 on 01/05/1979

Valuation Improvements
17/07/1997 Land
01/08/1982 Land

Custodian - Property Purchasing (+61 8 8999 6631)

Acquisitions
Acquisition proposal exists, contact Property Purchasing for details.

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

Building Control Areas

BBDAR001 - Building Control Area	DARWIN BUILDING AREA

Building Permits

Application Number:	33 of 33
Description:	Covered walkway
Number of Residental Units:	
Australian Bureau of Statistics Type:	(none found)
Building Class:	Non-habitable building
Area:	7 square metres
Certification:	Non-habitable building - Full Code - *issued on* 26/02/2015

Application Number:	31 of 33
Description:	Upgrade of fire safety services & compartmentation
Number of Residental Units:	
Australian Bureau of Statistics Type:	Separate House
Building Class:	Residential (other than 1 or 2) Health care building
Area:	(none found)
Certification:	Residential (other than 1 or 2) - Full Code - *issued on* 08/12/2008 Health care building - Full Code - *issued on* 08/12/2008

Application Number:	30 of 33
Description:	Reissue of lapsed permit laundry upgrade
Number of Residental Units:	
Australian Bureau of Statistics Type:	Flats or units of one to two storeys
Building Class:	Residential (other than 1 or 2)
Area:	5 square metres
Certification:	Residential (other than 1 or 2) - Full Code - *issued on* 05/05/2004

Application Number:	29 of 33
Description:	ADDITIONS TO HOUSE 8
Number of Residental Units:	0
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	0 square metres
Certification:	Single Dwelling - Full Code - *issued on* 18/03/2003

Application Number:	28 of 33
Description:	ADDITIONS - HOUSE 3
Number of Residental Units:	0
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	0 square metres
Certification:	Single Dwelling - Full Code - *issued on* 18/03/2003

Application Number:	27 of 33
Description:	BATHROOM RENO - HOUSE 2
Number of Residental Units:	0
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	0 square metres
Certification:	Single Dwelling - Full Code - *issued on* 18/03/2003

Application Number:	26 of 33
Description:	BATHROOM RENO - HOUSE 1
Number of Residental Units:	0
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	0 square metres
Certification:	Single Dwelling - Full Code - *issued on* 18/03/2003

Application Number:	25 of 33
Description:	BATHROOM RENO - HOUSE 11
Number of Residental Units:	0
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	0 square metres
Certification:	Single Dwelling - Full Code - *issued on* 18/03/2003

Application Number:	24 of 33
Description:	JUNINGA CENTER ALT TO KITCHEN
Number of Residental Units:	0
Australian Bureau of Statistics Type:	Separate House
Building Class:	Boarding House
Area:	0 square metres
Certification:	Boarding House - Full Code - *issued on* 07/03/2002

Application Number:	22 of 33
Description:	SHADE SAIL AT RETIREMENT VILLAGE
Number of Residental Units:	0
Australian Bureau of Statistics Type:	(none found)
Building Class:	Structure (Fence, Mast)
Area:	60 square metres
Certification:	Structure (Fence, Mast) - Full Code - *issued on* 19/03/2001

Application Number:	21 of 33
Description:	BASKET BALL COURT
Number of Residental Units:	0
Australian Bureau of Statistics Type:	(none found)
Building Class:	Non-habitable building
Area:	15 square metres
Certification:	Non-habitable building - Full Code - *issued on* 23/12/1997

Application Number: 20 of 33
Description: BEDSITTER ACCOMODATION UNITS
Number of Residental Units: 3
Australian Bureau of Statistics Type: Separate House
Building Class: Boarding House
Area: 150 square metres
Certification: Boarding House - Full Code - *issued on* 01/07/1997

Application Number: 18 of 33
Description: ACCOMMODATION
Number of Residental Units: 6
Australian Bureau of Statistics Type: Flats or units of one to two storeys
Building Class: Flat(s)
Area: 300 square metres
Certification: Flat(s) - Full Code - *issued on* 27/10/1996

Application Number: 17 of 33
Description: HOUSE
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* 15/11/1994

Application Number: 16 of 33
Description: HOUSE
Number of Residental Units: 1
Australian Bureau of Statistics Type: (none found)
Building Class: Single Dwelling
Area: 195 square metres
Certification: Single Dwelling - Full Code - *issued on* 18/02/1994

Application Number: 15 of 33
Description: NURSING HOME
Number of Residental Units: 0
Australian Bureau of Statistics Type: (none found)
Building Class: Public
Area: 660 square metres
Certification: Public - Full Code - *issued on* 17/11/1993

Application Number: 12 of 33
Description: ADD TO HOUSE PERMIT NO 10
Number of Residental Units: 0
Australian Bureau of Statistics Type: (none found)
Building Class: House
Area: 30 square metres

Certification:	House - Full Code - *issued on* 31/01/1989

Application Number:	11 of 33
Description:	HOUSE
Number of Residental Units:	0
Australian Bureau of Statistics Type:	(none found)
Building Class:	House
Area:	100 square metres
Certification:	House - Full Code - *issued on* 24/10/1988

Application Number:	10 of 33
Description:	RESIDENTIAL
Number of Residental Units:	0
Australian Bureau of Statistics Type:	(none found)
Building Class:	House
Area:	950 square metres
Certification:	House - Full Code - *issued on* 31/01/1989

Application Number:	8 of 33
Description:	HOUSE
Number of Residental Units:	0
Australian Bureau of Statistics Type:	(none found)
Building Class:	House
Area:	88 square metres
Certification:	House - Full Code - *issued on* 08/08/1988

Application Number:	7 of 33
Description:	HOSTEL
Number of Residental Units:	0
Australian Bureau of Statistics Type:	(none found)
Building Class:	Residential (other than 1 or 2)
Area:	820 square metres
Certification:	Residential (other than 1 or 2) - Full Code - *issued on* 25/11/1988

Application Number:	3 of 33
Description:	HOUSES 4 OFF
Number of Residental Units:	4
Australian Bureau of Statistics Type:	(none found)
Building Class:	House
Area:	311 square metres
Certification:	House - Full Code - *issued on* 27/11/1986

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

File Number
PA2015/0112

Type
Subdivision

Date Received
17/02/2015

Application Purpose
Subdivision to create three (3) lots

Application Status
Approved

Other Affected Parcels
Lot 05182 Town of Darwin

Instrument Signed
04/06/2015

Instrument Number
DP15/0308

Instrument Issued
Signed

Instrument Status
Current

File Number
PA2014/1037

Type
Subdivision

Date Received
07/01/2015

Application Purpose
Subdivision to create three (3) lots. Application re-exhibited as PA2015/0112. Please refer to both applications.

Application Status
Deferred

Other Affected Parcels
Lot 05182 Town of Darwin

Instrument Signed

Instrument Number

Instrument Issued
Not Complete

Instrument Status

File Number
PA2014/0999

Type
Alteration

Date Received
05/12/2014

Application Purpose
Alteration to deemed permit to allow a verandah addition to an existing supporting accommodation facility

Application Status
Approved

Other Affected Parcels
(none found)

Instrument Signed
09/12/2014

Instrument Number
AP14/0007

Instrument Issued
Signed

Instrument Status
Current

File Number
PA2014/0410

Type
Development

Date Received
03/06/2014

Application Purpose
Filling of land (SD44) for future development

Application Status
Approved

Other Affected Parcels
Lot 05182 Town of Darwin

Instrument Signed
12/02/2015

Instrument Number
DP15/0078

Instrument Issued
Signed

Instrument Status
Current

File Number
PA2013/0220

Type
Planning Scheme Amendment

Date Received
04/04/2013

Application Purpose
Rezone from Zone CN (Conservation) to Zone LI (Light Industry)

Application Status
Approved

Other Affected Parcels
Lot 05182 Town of Darwin

Instrument Signed

Instrument Number

Instrument Issued
Not Complete

Instrument Status
Current

File Number
PA2008/0267

Type
Planning Scheme Amendment

Date Received
29/02/2008

Application Purpose
Rezone from CN to LI

Application Status
Refused

Other Affected Parcels
Lot 05182 Town of Darwin

Instrument Signed

Instrument Number

Instrument Issued
Not Complete

Instrument Status
Completed

File Number
PA1997/0278

Type
Planning Scheme Amendment

Date Received
26/03/1997

Application Purpose
REZONE FR R6(COMMUNITY LIVING) TO RD (RESTRICTED DEV) RMS973235 ON EX TO 2/6/97 D501

Application Status
Completed

Other Affected Parcels
Lot 05182 Town of Darwin

Instrument Signed

Instrument Number

Instrument Issued
Not Complete

Instrument Status
Completed

File Number
PA1996/0784

Type
Development

Date Received
03/09/1996

Application Purpose
NON CONFORMING USE CLUSTER DWELLINGS EX DATES6/9/96-20/9/96

Application Status
Approved

Other Affected Parcels
(none found)

Instrument Signed
31/10/1996

Instrument Number
CEU96/0006

Instrument Issued
Signed

Instrument Status

File Number
PA1996/0277

Type
Development

Date Received
25/03/1996

Application Purpose
NON-CONFORMING USE EXHIBITION DATES 29/3/96-12/4/96

Application Status
Approved

Other Affected Parcels
(none found)

Instrument Signed
17/05/1996

Instrument Number
CEU96/0003

Instrument Issued
Signed

Instrument Status
Completed

File Number
PA1995/1052

Type
Compliance Check

Date Received
21/12/1995

Application Purpose
ACCOMODATION UNITS

Application Status
Approved

Other Affected Parcels
(none found)

Instrument Signed

Instrument Number

Instrument Issued
Not Complete

Instrument Status
Completed

File Number
PA1992/0408

Type
Compliance Check

Date Received
09/09/1992

Application Purpose
JUNINGA NURSING HOME

Application Status
Approved

Other Affected Parcels
(none found)

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	24
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
Present on property

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)

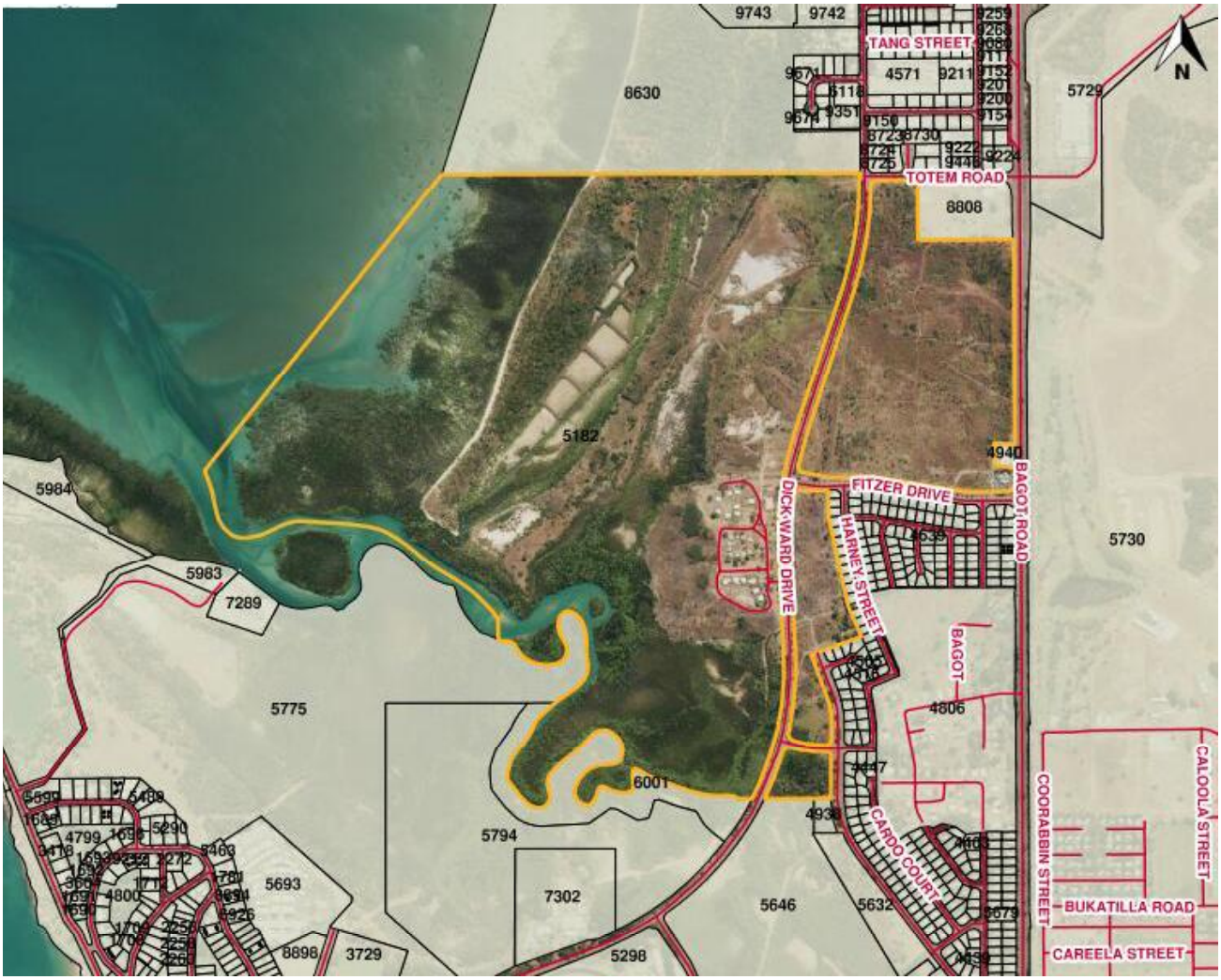
For further information on heritage places contact Heritage Branch or visit the website http://www.dlpe.nt.gov.au/heritage

Other Interests

For Account balances, contact Darwin City Council

Storm Surge: This lot is within a primary surge zone. For more information contact Lands Planning on 8999 8963.

Storm Surge: This lot is within a secondary surge zone. For more information contact Lands Planning on 8999 8963.


9743
9742
TANG STREET
4571
9211
8630
5729
N
TOTEM ROAD
8808
5182
4940
BAGOT ROAD
5984
FITZER DRIVE
DICKWARD DRIVE
HARNEY STREET
5730
5983
7289
BAGOT
5775
4806
6001
CALOOLA STREET
COORABBIN STREET
5794
CARDO COURT
7302
5646
5632
BUKATILLA ROAD
5693
8898
3729
5298
CAREELA STREET

Knuckey Lagoons

NORTHERN TERRITORY OF AUSTRALIA

MEMORANDUM OF GRANT OF ~~DRAINAGE~~ WATER MAIN EASEMENT

WHEREAS ABORIGINAL DEVELOPMENT FOUNDATION INCORPORATED (called "the Registered Proprietor") whose registered office is situate at 29 Rossiter Street, Rapid Creek, in the Northern Territory of Australia is registered as the proprietor of an estate in Leasehold SUBJECT HOWEVER to such encumbrances liens and interests as are notified by memorandum underwritten or endorsed hereon in ALL THAT piece or parcel of land being Portion 2232 Hundred of Bagot and being the whole of the land comprised in Special Purpose Lease 463

Volume 159 Folio 68 (called "the land")

NOW by virtue of section 36D of the Crown Lands Act and in consideration of the sum of ONE THOUSAND TWO HUNDRED DOLLARS ($1,200.00) paid to the Registered Proprietor by the NORTHERN TERRITORY OF AUSTRALIA the receipt of which sum is hereby acknowledged does HEREBY GRANT to the NORTHERN TERRITORY OF AUSTRALIA (called "the Territory") -

(a) full and free right to and every person authorised by it, from time to time and at all times to drain water (whether rain, storm, spring, soakage, or seepage water) in any quantities across and through that part of the land that is shown as coloured blue on the map of the land annexed to this agreement and more particularly described in Survey Plan S79/65 (called "the servient tenement") together with the right to use, for the purposes of this easement, any line of pipes already laid within the servient tenement for the purpose of draining water or any pipe or pipes in replacement or in substitution therefore and where no such line of pipes exists, to lay, place and maintain a line of pipes of sufficient internal diameter beneath or upon the surface of the servient tenement; and

(b) by anyone authorised by the Territory with any tools, implements, or machinery, necessary for the purpose, to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining, or renewing such pipeline or any part thereof and for any of the aforesaid purposes to open the soil of the servient tenement to such extent as may be necessary provided that the Territory and the persons authorised by it will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore that surface as nearly as practicable to its original condition, and DO HEREBY ACKNOWLEDGE that all pipes and fittings laid down or fixed now or which hereafter may be laid down or fixed in the servient tenement of land pursuant to this instrument by the Territory its agents servants or workmen shall remain the property of the Territory.

MEMORANDUM OF ENCUMBRANCES

As to the land hatched blue; any easements, rights, powers and privileges for the purpose of powerline and watermain required by the Northern Territory of Australia.

121114

DATED the 23 day of NOVEMBER 1982.

GIVEN under the Common Seal of ABORIGINAL DEVELOPMENT FOUNDATION INCORPORATED by order of the Directors in the presence of:) (Affix Seal)

T. ONYKENYON

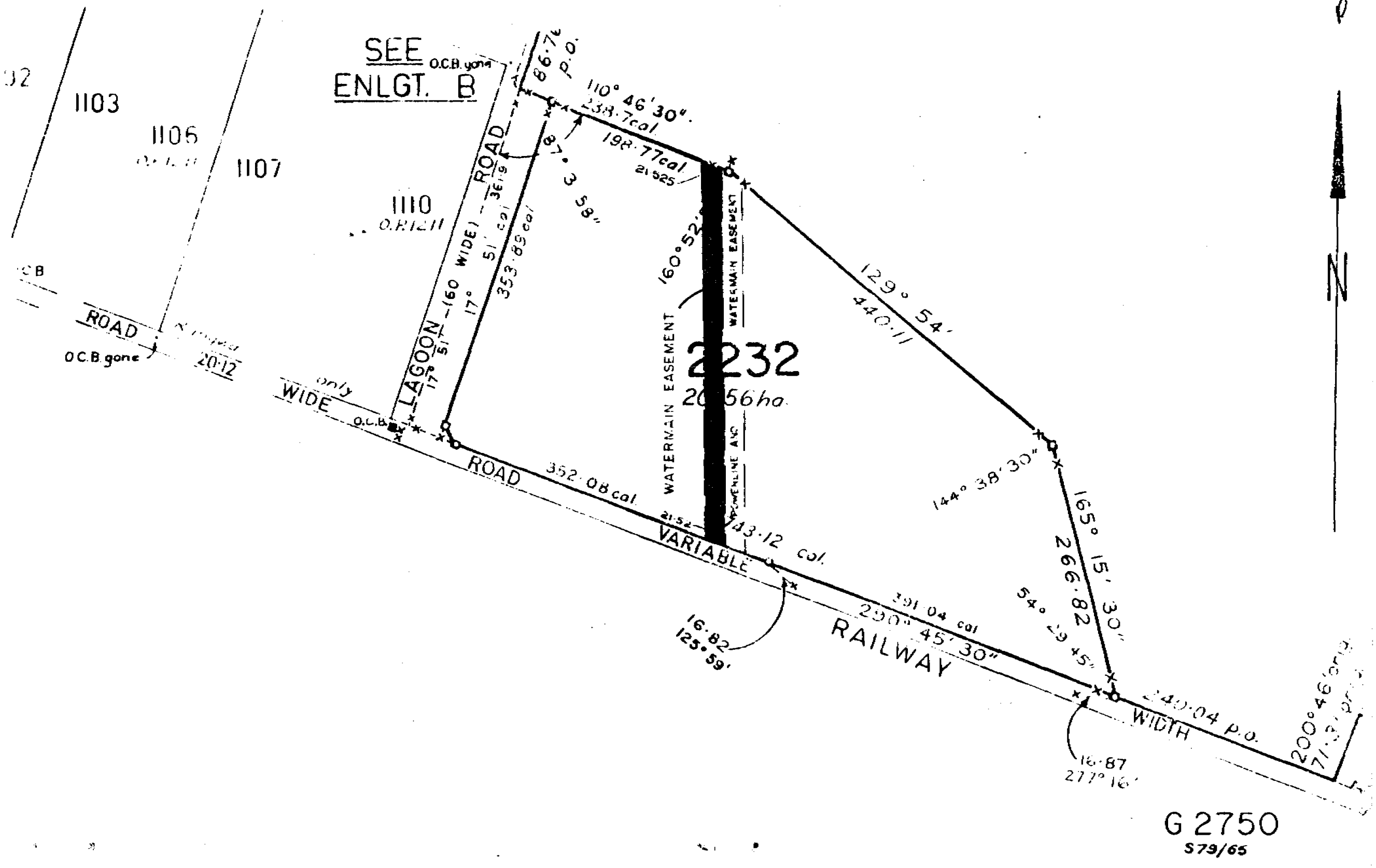
Jane Christophiersen

B Walasten

Aboriginal Development Foundation Incorporated The Common Seal Of

HUNDRED OF BAGOT

SCALE — 1:5 000



Page 3 of 4.
Dealing 121114
Viewed at 15:10:24 on 31/10/2016 by 32GPL.

NO.
121114

MEMORANDUM OF GRANT
OF ~~DRAINAGE~~ WATER MAIN EASEMENT RB.

CORRECT FOR THE PURPOSES OF
THE REAL PROPERTY ACT

L Bradshaw.

A PRACTITIONER OF THE SUPREME
COURT OF THE NORTHERN TERRITORY
OF AUSTRALIA

ABORIGINAL DEVELOPMENT
FOUNDATION INCORPORATED

AND:

NORTHERN TERRITORY OF AUSTRALIA

MEMORANDUM OF GRANT OF ~~DRAINAGE~~ WATER MAIN. KB
EASEMENT

MEMORANDUM: A memorial of the within Instrument No. 121114 was entered in the Register Book

Volume 159 Folio 68

the 30th day of DECEMBER 1982

at 10-20 o'clock in the fore noon

.....
Deputy Registrar-General

LODGED AT REGISTRAR-GENERAL'S
OFFICE DARWIN
ON 22-12-82 AT 1-47
BY DOC
FEE $20 RECEIPT 569

A.S.G. HOOK,
Crown Solicitor for the
Northern Territory,
Wells Building,
Mitchell Street,
DARWIN, N.T.

Ref: 82/1/268 KR:JB
WIP.82.K.0911
Tel: 89 7837

DOC.//./.0038

Dealing 265500

9202798

EXEMPTED FROM STAMP DUTY
UNDER ITEM 36
OF SCHEDULE 2 OF THE N.T.
STAMP DUTY ACT.
DATE 19/3/92
SIGNED A. Powles
for COMMISSIONER OF TAXES

MEMORANDUM OF SUB-LEASE

WATERS JAMES McCORMACK

ABORIGINAL DEVELOPMENT FOUNDATION ASSOCIATION an association incorporated under the Associations Incorporation Act and having its principal place of business situate at 2269 Stuart Highway, Berrimah in the Northern Territory of Australia (herein called "the Lessor") being registered as the proprietor of the estate or interest referred to in Item 1 of The First Schedule in the land described in Item 2 of the Schedule (herein called "the assigned area") **SUBJECT HOWEVER** to such encumbrances liens and interests as are set out in Item 3 of the First Schedule **DOES HEREBY SUB-LEASE** to **THE LESSEE** named and described in Item 4 of The First Schedule (herein called "the Lessee") the premises described in Item 5 of The First Schedule including the fixtures fittings furnishings plant, machinery and equipment (if any) now or hereafter installed therein (herein referred to as "the premises" or "the demised area") **TOGETHER WITH** the right to the Lessee its servants, agents and invitees to use in common with other persons entitled to use the same the Common Areas **FOR THE TERM** set out in Item 6 of The First Schedule commencing on the date set out in Item 7 of The First Schedule **AT THE RENT** (subject to variation if this sub-lease so provides) of the amount per year set out in Item 8 of The First Schedule (and at the same rate for any part of a year) and **PAYABLE** in the manner set out in Item 9 of The First Schedule and **SUBJECT** to the following covenants and provisions:

1. **INTERPRETATION**

1.01 **Definitions**

In the interpretation of this Sub-Lease except to the extent that such interpretation shall be excluded or repugnant to the context when used herein:

1.01.1 "The Lessor" means and includes the Lessor its executors administrators successors and assigns and where not repugnant to the context its servants or agents.

265500

Viewed at 15:10:23 on 31/10/2016 by 32GPL.

DEALING LODGEMENT FORM Abor. Dev. Foundation

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

WJMcC

No.	(B) Description of Instrument or Document	Registered Number	Fee
1.	Sublease x 3	265500	130—
		LTOLODGE 125,00	
		NSW RES 5,00	
		SUBTL	130,00
		TOTAL	130,00
		CHECK	130,00
		CHANGE	0,00

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. SPlease NO 463 15/68
2. Ministers Consent

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:

SP.Lease to WJMcC . Sublease to WJMcC .
Consent to WJMcC .

Cheque No.....
Cash 03-06-92 #111911 GERTIFIED MAIL 102
Other.....

SUB - TOTAL ITEM 2
0378 11:43TM
TOTAL 130—

CODE 1 = 125
CODE 11 = 5
CODE 9 =

3884/92

WJOA

Government Printer of the Northern Territory

1.01.2 "The Lessee" means and includes the Lessee its administrators successors and permitted assigns and where not repugnant to the context its servants or agents.

1.01.3 "Month" means calendar month.

1.01.4 "Year" means each period of twelve (12) calendar months.

1.02 **Plurals and Genders**

Words importing the singular number shall include the plural and the masculine gender the feminine gender or neuter and vice versa and words importing persons shall include corporations.

1.03 **Severally Bound**

Any covenant on the part of two (2) or more persons shall be deemed to bind them jointly and each of them severally.

1.04 **Statutes**

All references to statues herein shall include all statutes amending consolidating or replacing the statutes referred to.

1.05 **Captions and Headings**

The captions headings section numbers and clause numbers have been inserted only as a matter of convenience and in no way define limit construe or describe the scope or intent of the sections or clauses nor in any way affect the construction or interpretation of this sub-lease.

2. **EXCLUSION OF STATUTORY PROVISIONS**

The covenants and powers implied in every Memorandum of Lease by virtue of any statute shall not apply or be implied in this Lease except in so far as the same or some part or parts thereof are included in the covenants hereinafter contained.

3. **RENTAL**

3.01 **Payment of Rent**

The Lessee hereby covenants and agrees with the Lessor to pay the rent hereby reserved to the Lessor or its duly authorised agent or as the Lessor shall otherwise direct at Darwin in the Northern Territory at the time and in the manner hereinbefore mentioned without any deduction whatsoever.

3.02 **Payment of Charges**

The Lessee hereby covenants and agrees with the Lessor from time to time and at all times hereafter during the term of this sub-lease to pay promptly all charges imposed for gas and electricity (whether lighting or for power) consumed upon or in respect of the premises and also all charges for telephone and other utilities and services used in or charged against or in respect of the premises and also all charges imposed for the clearance of trade waste and municipal cleansing in respect of the premises or a part of all or any such charges where the premises are part of the Land such part to bear the same proportion to all or any of such charges as the area of the premises bears to the total area of the Land and will when required produce to the Lessor or its duly authorised agent the receipts therefor from time to time provided always and it is hereby agreed and declared that if the amount of any such expense shall be unpaid for one (1) month after

the same shall have become due the Lessor may pay such amount but without any obligation so to do and all moneys paid by the Lessor in pursuance of this clause shall be repaid by the Lessee on demand and from the date of such demand until repaid shall be deemed to be rent overdue and unpaid and shall at the option of the Lessor be recoverable in like manner as rent in arrears but without prejudice to the rights of the Lessor to determine this Lease for breach of covenant.

4. USE OF DEMISED PREMISES

The Lessee covenants with the Lessor that :

4.01 Permissible Use

The Lessee shall not use or permit to be used the premises or any part thereof for any purpose other than that set out in Item 10 of The First Schedule.

4.02 Premises To Be Kept Clean

The Lessee shall keep the premises and immediate surroundings clean and in a tidy condition at all times.

4.03 Regulations Ordinances and By-Laws

The Lessee shall at its own expense conform to and observe and comply with all statutes now or hereafter in force and all ordinances regulations and by-laws thereunder and orders and regulations of all other relevant authorities relating to the premises or to the use or occupation thereof and all requirements and orders lawfully given or made by any public body or authority relating to the premises and shall not do or omit to do any act or thing whereby the Lessor may become liable to pay any penalty imposed or to bear the whole or any part of any expenses incurred under any

statute ordinance regulation by-law order requirement or notice as aforesaid but so that the Lessee shall not be required to make structural alterations or additions to the premises unless the same shall have been occasioned directly or indirectly by the failure of the Lessee its servants or agents to observe or perform any stipulation or condition herein contained or implied and on the Lessee's part to be observed and performed or shall have been occasioned directly or indirectly by the use to which any part of the premises may or shall be intended to be put by the Lessee or by the number or sex of the Lessee's employees.

4.04 **Conduct Voiding Insurance**

The Lessee shall not knowingly do or suffer to be done anything which may prejudice affect invalidate or vitiate any policy or policies of insurance in respect of the premises or which may according to the terms of the office or offices in which the premises are insured be considered hazardous or require payment of any extra premium or expense for insurance. The Lessee shall further refund all sums paid by way of increased premiums on any such policy and all expenses incurred by the Lessor or the Lessee (as the case may be) in or about the renewal of any such policy which have been rendered necessary by a breach of this provision and all such payments shall be recoverable in the same way as if they were rent reserved hereunder. The use of the premises in the ordinary course of the business of the Lessee as aforesaid shall not be deemed to be hazardous or require payment of any extra premium.

4.05 **Annoying or Injurious Conduct**

The Lessee shall not use exercise or carry on or permit or suffer to be used exercised or carried on in or upon the premises or any part thereof any noxious noisome dangerous immoral or offensive trade business occupation or calling or do or suffer to be done or omitted any act matter or thing whatsoever in upon or about the premises or any part thereof which is or shall be or may grow to the annoyance nuisance grievance damage or disturbance of other person otherwise lawfully therein or occupiers or owners of any adjacent premises.

4.06 **Inflammable Substances**

The Lessee shall not without the consent in writing of the Lessor store chemicals inflammable liquids acetylene gas or alcohol or explosive oils compounds or substances upon the premises and will not use any of such substances or fluids in the premises for any purpose provided that this sub-clause shall not apply in the case of usage which is reasonably in accordance with the specified use set out in Item 10 of The First Schedule.

4.07 **Animals and Pets**

The Lessee may keep permit or suffer to be kept animals fishes or birds of a normal domestic nature in or about the premises, provided that they are kept under effective control at all times and do not cause undue disturbance to other occupants.

5. **ADDITIONAL COVENANTS OF LESSEE**

The Lessee covenants that the Lessee shall:

5.01 **Rodents and Vermin**

Take all proper precautions to keep the premises free of rodents vermin insects and pests and will if so required by the Lessor but at the cost of the Lessee employ from time to time or periodically pest exterminators for such purpose.

5.02 **Increase in Charges**

During the continuance of this sub-lease if the rates charges assessments impositions levies or outgoings of whatsoever nature as charged by any local or municipal or other statutory authority including water rates payable by the Lessor in respect of the Land shall be increased beyond the amount of rates charges assessments impositions or outgoings as at the commencement of this sub-lease the Lessee will during the remainder of the term pay to the Lessor as and when demanded that percentage of such increase as the premises hereby let bears to the total area of the Land, provided however that no increase in any such rates charges assessments impositions levies or other outgoings shall be passed on to the lessee where the increase is due to a change in the use of some part of the land other than the premises.

5.03 **Additional Charges**

During the continuance of this sub-lease if any new rates charges assessments impositions levies or outgoings of whatsoever nature are imposed by any local or municipal or other statutory authority in respect of the land in addition to those rates charges assessments impositions or outgoings as at the commencement of this sub-lease the Lessee will during the remainder of the term pay to the Lessor as and when demanded that percentage of such additional rates charges assets impositions or outgoings as the premises hereby let

bears to the total area of the land, provided however that no new rates charges assessments impositions levies or other outgoings shall be passed on to the lessee where their imposition is due to a change in the use of some part of the land other than the premises.

5.04 **Notice of Infectious Illness**

Forthwith give to the Lessor and to the proper public authorities notice in writing of any infectious illness which may transpire in or about the premises and shall thoroughly fumigate and disinfect the premises at its own expense and to the satisfaction of such public authorities.

5.05 **Notices**

Forthwith give to the Lessor notice in writing of any notice from any statutory public or municipal authority with respect to the premises.

5.06 **Lessors Legal Costs, Expenses and Stamp Duty**

Pay all stamp duty and all other duties which may from time to time be assessed (whether generally or against the Lessor or against the Lessee) in respect of this Lease and all the Lessor's legal and other costs charges and expenses of and incidental to the preparation completion stamping and registration of this sub-lease and the counterparts thereof and of any renewal thereof including all costs and expenses which may be payable in respect of the obtaining of the consent of any mortgagee to the granting of this sub-lease and of any subletting and of any surrender or other termination thereof otherwise than by effluxion of time and in case of default by the Lessee in observing or performing any of the Lessee's covenants or obligations under this sub-lease the Lessee shall pay to the Lessor all legal and other costs charges and expenses for which the Lessor shall become liable in consequence of or in connection with such default.

6. ASSIGNMENT AND SUBLETTING

6.01 No assignment without consent

The Lessee shall not whether at law or in equity during the continuance of this sub-lease assign transfer demise sub-let part with share the possession of or grant any licence affecting or mortgage charge or otherwise deal with or dispose of the premises or any part thereof or by any act or deed procure the premises or any part thereof to be assigned transferred demised sub-let unto shared or put into possession of any person or persons declare itself trustee of the premises or any part thereof for any legal or equitable estate or interest without the prior consent in writing of the Lessor first obtained.

7. INSURANCE

7.01 Public Risk Insurance

The Lessee covenants during the term hereof to keep in full force and effect a policy of public risk insurance with respect to the premises and the business or businesses carried on in the premises for a sum of not less than that amount specified in Item 11 of The First Schedule which shall be in respect of any one single accident or event and extend to claims loss and damage the subject of the indemnity contained in sub-clause 10.02 hereof. The policy shall name the Lessor as owner and the Lessee as insured and shall not be cancelled or changed without first giving the Lessor ten (10) days prior written notice. The insurance shall be with an insurance company approved by the Lessor and a copy of the policy or a certificate of insurance shall be delivered to the Lessor upon request.

7.02 Indemnification of Lessor

The Lessee shall indemnify and keep indemnified the Lessor from and against:-

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7.02.1 all claims demands writs summonses actions suits proceedings judgments orders decrees damages costs losses and expenses of any nature whatsoever which the Lessor may suffer or incur in connection with loss of life personal injury and/or damage to property arising from or out of any occurrence in upon or at the premises or the use of the premises or any part thereof by the Lessee or by any of the Lessee's employees or visitors except where caused by the negligent or deliberate acts or omissions of the Lessor its servants or agents or workmen.

7.02.2 all loss and damage to the premises and to all property therein caused by the Lessee or the Lessee's employees or visitors and in particular but without limiting the generality of the foregoing caused by the use of misuse waste or abuse of water gas or electricity or faulty fittings or fixtures of the Lessee.

7.03 **Lessee Not to Cause Premium to Increase**

The Lessee covenants that the Lessee will not without the written consent of the Lessor bring or keep any article or thing or do any act matter or thing upon the premises which shall or may increase the rate of premium payable by the Lessor under any policy of insurance taken out by the Lessor in respect of the premises or any part or part thereof. If the Lessee shall bring or keep any such articles or thing upon the premises or shall do any such act matter or thing upon the premises then the Lessee shall pay the amount of the increased premium to the Lessor in accordance with sub-clause 4.04 hereof.

7.04 **Compliance with Insurance Requirements**

The Lessee covenants that the Lessee will at all times in its use of the premises comply with the requirements of the Insurance Council of Australia the Board of Fire Commissioners or similar body for the State or Territory where the premises are situated the laws and regulations for the time being relating to fires and the provisions of any and every relevant statute regulation and ordinance. If the Lessee shall do or permit to be done any act matter or thing which has the effect of invalidating or avoiding any policy of insurance taken out by the Lessor then the Lessee shall be responsible for any damage or loss which the Lessor may suffer or incur as a result thereof.

7.05 **Lessor Not Responsible for Injury**

The Lessor shall not be liable or in any way responsible to the Lessee or to any of the Lessee's employees or visitors or to any other person for any injury loss or damage which may be suffered or sustained to any property or by any person in or about the premises howsoever occurring except where such injury loss or damage is caused by the negligent or deliberate acts or omissions of the Lessor its servants or agents.

8. **INDEMNITIES**

8.01 **Premises at Risk of Lessee**

The Lessee agrees to occupy use and keep the premises at the risk of the Lessee and hereby releases to the full extent permitted by law the Lessor and its agents servants contractors and employees in the absence of any negligence on their part from all claims and demands of every kind resulting from any accident damage or injury occurring therein and the Lessee **EXPRESSLY AGREES** that in the absence of any such negligence as aforesaid the Lessor shall have no responsibility or liability for any loss of or damage to fixtures or personal property of the Lessee.

8.02 **Indemnity by Lessee**

The Lessee will and does hereby indemnify the Lessor from and against all actions claims demands losses damages costs and expenses for which the Lessor shall or may be or become liable in respect of or arising from:-

8.02.1 the negligent use misuse waste or abuse by the Lessee or any servant agent sub-tenant of or any other person claiming through or under the Lessee of the water gas electricity oil lighting and other services and facilities of the premises;

8.02.2 overflow or leakage of water (including rain water) in into or from the premises but having origin within the premises or caused or contributed to by any act or omission on the part of the Lessee his servants agents sub-tenants, contractors, subcontractors or invitees;

8.02.3 loss damage or injury from any cause whatsoever to property or person and the death of any person caused or contributed to by the use of the premises by the Lessee or any servant agent sub-tenant contractors, subcontrators or invitees;

8.02.4 loss damage or injury from any cause whatsoever to property or person and the death of any person within or without the premises occasioned or contributed to by any act omission neglect or default of the Lessee or any servant agent contractor or sub-contractor sub-tenant or invitees.

9. **COVENANTS OF LESSOR**

The Lessor covenants with the Lessee that:-

9.01 **Quiet Enjoyment**

Except as in herein expressly provided if and so long as the Lessee shall pay all rental and other sums payable hereunder whenever the same shall become due and shall keep all of the covenants and conditions required to be kept by it during the term hereof and shall perform all of its other obligations hereunder the Lessor covenants and agrees that neither the Lessor nor any person claiming under the Lessor (but not including any predecessor in title) will interfere with the peaceful and quiet occupation and enjoyment of the premises by the Lessee which occupation and enjoyment shall be without hindrance ejection or molestation by the Lessor or any person claiming by from or under the Lessor.

9.02 **Rates and Taxes**

The Lessor will pay such rates and taxes assessed on or in respect of the premises as are not herein required to be paid by the Lessee hereunder.

10. **LIEN OFFSET**

The Lessee covenants with the Lessor that:

10.01 **Premises to be Kept Free of Liens**

The Lessee shall at all times during the subsistence of this sub-lease keep the premises free and clear of liens charges or encumbrances of any kind whatsoever (other than those created by the Lessor or its successors in title) including in particular but without limiting the generality of the foregoing any

liens charges or encumbrances based on claims for income tax land tax municipal rates and claims by persons who have supplied services or materials to the Lessee for use in or on the premises but not including any rates and taxes payable by the Lessor pursuant to sub-clause 9.02 hereof.

10.02 **Indemnity by Lessee**

Without in any way limiting the generality of any other provision hereof the Lessee shall indemnify and keep the Lessor indemnified against all liability proceedings claims demands and costs whatsoever arising under any statute or at common law and whether for loss or damage to property or any injury to or death of any person resulting from the use or occupation by the Lessee of the premises or for any penalty or other liability arising from any act or omission to act default or neglect of the Lessee its employees agents or contractors. The Lessee shall also at its own expense defend the Lessor against any and all such claims whether in arbitration proceedings legal proceedings or otherwise and shall pay any costs awarded against the Lessor in any such proceedings and the Lessor shall co-operate with the Lessee for this purpose.

11. **DEFAULT AND TERMINATION**

The Lessor and the Lessee **COVENANT AND AGREE -**

11.01 **Default of Lessee**

That if the rent hereby reserved or any part thereof or any other moneys payable by the Lessee to the Lessor hereunder shall be unpaid for the space of fourteen (14) days after any of the days on which the same ought to have been paid in accordance with the covenants for payment contained (whether or not formal or legal

demand having been made therefor) or if the Lessee commits permits or suffers to occur any breach or default in the due and punctual observance and performance of any of the covenants obligations and provisions of this sub-lease or any Rules made hereunder or if the Lessee being a company an order is made or a resolution is effectively passed for the winding up of the Lessee (except for the purpose of reconstruction or amalgamation) or if the Lessee goes into liquidation or makes an assignment for the benefit of or enters into an arrangement or composition with its creditors or stops payment or is unable to pay its debts within the meaning of the Corporations Law in force in the Northern Territory or if execution is levied against the Lessee and not discharged within thirty (30) days or if the Lessee (being an individual) a creditor's petition in bankruptcy is presented against the Lessee or if the Lessee presents a petition in bankruptcy against himself or if there happens any event referred to in Section 40 of the Bankruptcy Act 1966 which with the happening or failure of any subsequent event therein referred to would result in the commission by the Lessee of an act of bankruptcy or if any document the execution of which by the Lessee would result in the commission by him of an act of bankruptcy or any deed of assignment or deed of arrangement is prepared by or for or presented to the Lessee for execution by him then and in any one (1) or more or either of such events the Lessor at any time or times thereafter may, subject to sub-clause 15.08 hereof:-

11.01.1 serve a notice to quit on the Lessee requiring the Lessee to quit and deliver up the premises to the Lessor its servants or agents at the expiration of seven (7) days from the date of the said notice; or

11.01.2 determine this sub-lease by notice in writing to the Lessee; or

11.01.3 re-enter upon the premises or any part thereof in the name of the whole and thereupon this sub-lease shall absolutely determine.

BUT without prejudice to the right of action of the Lessor in respect of any breach of the Lessee's covenant herein contained **AND** without prejudice to any other right power or remedy of the Lessor herein contained or implied, the Lessor shall have all or any of the following rights and remedies:-

1. To take action for the recovery of possession of the premises;

2. To recover from the Lessee any arrears of rent outgoings or other moneys owing pursuant to the terms covenants and conditions hereof;

3. To recover from the Lessee any loss or damage suffered by the Lessor as a result of the Lessor being unable to relet the premises for the loss of rent between the date of breach by the Lessee and the date of re-letting the premises;

11.02 **Lessor May Rectify**

On each and every occasion on which the Lessee omits or neglects to pay any money which the Lessee has herein covenanted to pay then it shall be lawful for but not obligatory upon the Lessor (and without prejudice to any rights and powers arising from such default) to pay such money as if it were the Lessee.

11.03 **Removal of Fittings on Default**

That upon the Lessor becoming entitled to re-enter the premises pursuant to any provision of this sub-lease the Lessee shall forthwith upon notice given by the Lessor remove from the premises all fittings fixtures plant equipment shop fittings stock-in-trade or other articles upon the premises brought thereon by the Lessee. In default of the Lessee effecting such removal the said items shall not become the property of the Lessor.

12. **HOLDING OVER**

It is hereby mutually agreed and declared by and between the Lessor and Lessee that if the Lessee shall continue to occupy the premises beyond the expiration of the term of this sub-lease or any extension or renewal thereof then it shall do so as tenant from month to month only at a calendar monthly rental equal to one twelfth of the rent payable for the last year of the term and on the same terms and conditions and subject to the same covenants as this sub-lease and such tenancy may be terminated by either party to this sub-lease of one (1) month's notice in writing to the other expiring at any time. If upon such termination by the Lessor the Lessee fails or refuses to deliver possession of the premises to the Lessor then the Lessee shall pay to the Lessor damages at a rate double the calendar monthly rental referred to in the preceding sentence of this clause (and proportionately for any period less than one (1) month) for the period during which the Lessor is denied possession of the premises as a result of such failure of refusal and such damages shall be recoverable as liquidated damages in any Court of competent jurisdiction and this provision shall in no way prejudice the Lessor's rights to seek possession of the premises by action in any Court of competent jurisdiction.

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13. **RENT REVIEW**

The rent shall be reviewed on those dates specified in Item 12 of The First Schedule (hereinafter called "date of review"). The rent payable by the Lessee for the year following the date of review shall be determined by multiplying the rent payable for the year immediately prior to the date of review by any increase in the Price Index for the four quarters immediately preceding that date of review **PROVIDED ALWAYS** that the rent payable for the year following the date of review shall not be less than the rent payable during the year immediately preceding that date of review. For the purposes of this clause "Price Index" means the All Groups Consumer Price Index for the City of Darwin kept by the Commonwealth Statistician and in the event of such Price Index being discontinued or abolished then such Price Index shall be substituted therefore by the Commonwealth Statistician then any Price Index kept by the Commonwealth as the Lessor may in its absolute discretion select.

14. **RESUMPTION**

If all the premises are taken by compulsory acquisition by a Government or other person or body having authority so to do this sub-lease shall terminate when the Lessee is required to vacate the premises. If by such compulsory acquisition the area of the premises is reduced this sub-lease may at the option of the lessee only be terminated (as at the date when the Lessee is required to vacate the portion of the premises so taken) by written notice to the other given not more than thirty (30) days after the date on which the Lessee receives notice of the acquisition. Except as provided in this sub-clause this sub-lease shall not be terminated or otherwise affected by any compulsory

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acquisition. In the event of any such compulsory acquisition of the premises or any part thereof as aforesaid the Lessee shall not claim any compensation from the Lessor.

15. **GENERAL**

The Lessor and the Lessee further covenant and agree:-

15.01 **Changes to Lease to be in Writing**

That no change in addition to or waiver of the terms and provisions hereof shall be binding upon either party unless approved by it in writing.

15.02 **Effect of Waiver**

That no waiver by the Lessor of one breach of any covenant obligation or provision in this sub-lease contained or implied shall operate as a waiver of another breach of the same or of any other covenant obligation or provision in this sub-lease contained or implied.

15.03 **Service of Notices**

Any notice to be given hereunder shall only be served upon the Lessor or upon the Lessee personally in the case of the Lessor at its address stated in this sub-lease or such other address as it shall notify the Lessee in writing for such purpose and in the case of the Lessee at its address stated in this sub-lease or the premises or such other address as it shall notify the Lessor in writing for such purpose or by sending it by prepaid registered post to such address as aforesaid and any notice sent by post shall be deemed to have been given on the day on which it would have been delivered in the ordinary course of post as at the date of posting.

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15.04 **No Partnership**

That nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of partnership or of principal and agent or of joint venture or joint enterprise between the parties hereto it being understood and agreed that neither the method of computation of rent nor any other provision contained herein nor any acts of the parties hereto shall be deemed to create any relationship between the parties hereto other than the relationship of Lessor and Lessee upon the terms and conditions only as provided in this sub-lease.

15.05 **Effective Law**

This lease shall be governed construed and take effect in accordance with the laws of the Northern Territory of Australia.;

15.06 **Consent of Lessor**

In any case where pursuant to these presents or to any rule or regulation made hereunder the doing or executing of any act matter or thing by the Lessee is dependent upon the consent or approval of the Lessor such consent or approval may be given or withheld by the Lessor in its absolute uncontrolled discretion unless otherwise herein provided.

15.07 **Premiums**

Save as herein contained no premium or other considerations have been or are to be paid to the Lessor hereunder by the Lessee or any other person.

15.08 **Lessor's Rights Under Head Lease**

That no act matter or thing whatsoever shall at any time during the term of this sub-lease be done by the Lessee which would prejudice or cause to be determined the Lessor's rights under any head lease relating to or including the premises provided that none of the provisions of any such head lease are inconsistent with or repugnant to any provision of this sub-lease.

15.09 **Implied Covenants**

The covenants provisions terms and agreements contained herein expressly or by statutory implication cover and comprise the whole of the agreement between the parties and the parties expressly agree and declare that no further or other covenants agreements provisions or terms whether in respect of the premises or otherwise shall be deemed to be implied herein or to arise between the parties by way of collateral or other agreement by reason of any promise representation warranty or undertaking given or made by either party to the other on or prior to the execution hereof and the existence of any such implication or collateral or other agreement is hereby negatived.

15.10 **Covenants to Enure Throughout Term**

That the terms covenants conditions and restrictions herein contained shall unless the context otherwise requires be construed as continuing throughout the term hereof and shall be observed performed and fulfilled by the parties hereto at all times during the term hereof or any renewal or extension thereof.

15.11 **Interruption of Services**

That notwithstanding any implication or rule of law to the contrary the Lessor shall not in any circumstances be liable to the Lessee for the consequences of any loss or damage suffered by the Lessee due to or contributed to by any malfunction failure to function or interruption of or to the water gas or electricity or telephone services the airconditioning equipment fire equipment elevator or any of the appurtenances contained in the premises or for the the blockage of any sewers water drains gutters downpipes or storm water drains from any cause whatsoever.

15.12 **Moratorium Negatived**

That the application to this sub-lease of any moratorium or other Act whether Territory or Federal having the effect of extending the term reducing or postponing the payment of the rent or any part thereof or otherwise affecting the operation of the covenants conditions and stipulations on the part of the Lessee to be performed or observed or providing for compensation rights or privileges at the expense of the Lessor in favour of the Lessee or any other person is hereby expressly excluded and negatived to the fullest extent the Lessor at any time is competent at law to do so.

15.13 **Entire Agreement**

That this sub-lease constitutes the entire agreement between the Lessor and the Lessee notwithstanding any negotiations or discussions prior to the execution hereof or anything contained in any brochure report or other document prepared by or on behalf of the Lessor and the Lessee further acknowledges that it has not

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been induced to enter into this sub-lease by any representation verbal or otherwise made by or on behalf of the Lessor which is not set out in the body of this sub-lease or schedules hereto.

15.14 **Obligations Construed as Covenants**

That the respective covenants and obligations of the parties hereto as set out herein whether positive or negative shall be construed as if each such obligation or covenant is a separate and independent covenant made by one (1) party in favour of the other party.

15.15 **Severability**

That if any term covenant or condition of these presents or the application thereof to any person or circumstances shall be or become invalid or unenforceable the remaining terms covenants and conditions shall not be affected thereby and each term covenant and condition of these presents shall be valid and enforceable to the fullest extent permitted by law.

15.16 **Bodies and Associations**

That references to authorities institutes associations and bodies whether statutory or otherwise shall in the event of any such authority institute association or body ceasing to exist or being reconstituted renamed or replaced or the powers or functions thereof being transferred to any other authority institute association or body be deemed to refer respectively to the authority institute association or body established or constituted in lieu thereof and/or as nearly as may be succeeding to the powers or functions thereof.

16. **SPECIAL PROVISIONS**

16.01 The grant of this sub-lease is subject to the approval in writing thereof by the Minister for Lands in accordance with the covenants of Special Purposes Lease No. 463 within 60 days of the date hereof. The parties shall each join in and diligently pursue such application, and for that purpose shall execute all such documents, pay all such fees or charges and provide all such information as may be necessary for the obtaining of the said Ministerial approval. In the event that, despite the parties' best endeavours, the said approval has not been obtained within 60 days or such further period as the parties may agree, this sub-lease shall be of no force or effect and, subject to this clause, shall be deemed void ab initio, provided that:

(a) until such approval has been obtained or refused, the lessee shall be entitled to occupy the demised area as a licensee only, at a monthly license fee equal to and payable in the same manner as the rental specified by this sub-lease;

(b) in the event of refusal of Ministerial approval, the lessee shall be entitled for a period of 60 days after such refusal to enter upon the demised area and dismantle and remove any and all fixtures, fittings, plant, equipment and building materials that it may have brought onto the demised area during the aforesaid licence period, provided that the lessee shall as nearly as possible return the demised area to its condition immediately prior to the lessee's entry into occupation thereof;

(c) the provisions of this sub-lease shall, to the full extent possible, apply to the lessee's occupation of the demised area under licence prior to Ministerial approval or rejection.

16.02 The provisions of Special Purposes Lease No. 463 shall apply to and be binding upon the lessee, and shall be read together with and form part of this sub-lease. To the extent that any provision of this sub-lease may be inconsistent with the said Special Purposes Lease, the latter shall prevail.

16.03 The lessee shall not do or suffer to be done on or in connection with the demised area any act which may place the lessor in default of any of its obligations under the said Special Purposes Lease.

16.04 The parties further hereby acknowledge that it is the intention of the lessee, to construct certain improvements on the demised area, in part utilising funds supplied by various agencies. The parties also acknowledge that it may be a requirement of such funding that the lessee have tenure of the demised area upon a more secure and longer-term basis than provided by this sub-lease. The parties also acknowledge that, by virtue of the provisions of the Planning Act, a lease or sub-lease of part of a parcel of land for a period in excess of twelve (12) years is prohibited. The parties therefore agree, but without intent to create binding or enforceable legal obligations, that it is their mutual intentions at some time prior to the expiry of the tenth year of the term of this sub-lease it enter into a further agreement granting to the lessee a renewed sub-lease of the demised area for a further period not exceeding twelve (12) years, or in the alternative to join in an application to the Minister for Lands for grant to the lessee of a separate Special Purposes Lease for the demised area.

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16.05 The Lessee hereby covenants with the Lessor that it shall at all times consult fully with the Lessor in relation to the design and construction of any improvements proposed to be erected on the demised area to the intent that both parties shall be satisfied that any such improvements shall be consistent in design and function with the operations and activities of both PROVIDED THAT the Lessee shall be entitled to construct such improvements as it sees fit consistent with its other obligations contained herein.

16.06 Both parties shall use their best endeavours to ensure that their respective activities on the assigned area shall not unduly affect or inconvenience the other. In particular the Lessor shall use its best endeavours to assist the Lessee to maintain a quiet and secure environment for the benefit of participants in the Lessee's substance abuse treatment programmes, and the Lessee shall use its best endeavours to ensure that participants in such programmes do not unduly disturb the privacy or amenity of residents of the Knuckey's Lagoon community.

16.07 The Lessee shall use its best endeavours to provide, at no cost, access to substance abuse treatment programmes for residents of the Knuckey's Lagoon community, so far as is consistent with the aims, objectives and resources of such programmes including available funding.

16.08 The Lessor acknowledges that the improvements refered to in sub-clause 15.04 will be constructed with the financial assistance of various funding agencies, and in consideration of the funding provided by those agencies and the consequential increase in the value of the Lessor's

leasehold estate in the assigned area agrees during the term of this sub-lease or any renewal hereof not to re-enter upon the demised area, or forfeit this sub-lease or the term thereby created unless it shall first give to those funding agencies notified to the Lessor by the Lessee written notice of the breach, default or non-observance on which it relies in seeking to act as aforementioned.

The Lessee HEREBY ACCEPTS this sub-lease of the within described premises to be held as Lessee SUBJECT TO the covenants and reservations and restrictions herein set forth.

DATED this 3rd day of March 1992.

IN WITNESS WHEREOF the parties hereto have executed this sub-lease the day and year first above written.

The COMMON SEAL of ABORIGINAL DEVELOPMENT FOUNDATION ASSOCIATION was hereunto affixed by authority of a resolution of the Board of Directors in the presence of)

.....Ray.Bargum..... Director

Daniel Schmidt..... Secretary

The Common Seal of COUNCIL FOR ABORIGINAL ALCOHOL SERVICES INCORPORATED was hereunto affixed by authority of a resolution of the Board of Directors in the presence of: in the presence of:)

.....Director

Beatrice L. Kapadion. Secretary

THE FIRST SCHEDULE

ITEM 1 **ESTATE OR INTEREST**

Leasehold Special Purposes Lease contained in No.463

ITEM 2 **THE LAND**

All that piece or parcel of land contained in Hundred of Bagot being Portion 2232 and being the whole of the land comprised and described in the register book of crown leases Vol 159 Folio 068.

ITEM 3 **PRIOR ENCUMBRANCES AND INTERESTS**

Power and watermain easements in favour of Northern Territory of Australia.

ITEM 4 **THE LESSEE**

COUNCIL FOR ABORIGINAL ALCOHOL PROGRAM SERVICES INCORPORATED an Association established pursuant to the Associations Incorporation Act, whose Public Officer is Wendy Eccleston.

ITEM 5 **THE PREMISES**

All that part of the land as is shown on the attached plan and outlined and hatched in red.

ITEM 6 **THE TERM**

12 years

ITEM 7 **COMMENCEMENT DATE**

3rd March 1992

ITEM 8 **THE RENT**

$2,500.00 per year

ITEM 9 **MANNER OF PAYMENT**

Annual rental payments of TWO THOUSAND FIVE HUNDRED DOLLARS ($2,500.00) payable in advance upon each anniversary of the commencement date.

ITEM 10 **USE OF PREMISES**

Substance misuse training, treatment and residential facilities

ITEM 11 **PUBLIC RISK INSURANCE**

$2,000,000.00

ITEM 12 **RENT REVIEW DATES**

Upon each anniversary of the commencement date

NORTHERN TERRITORY OF AUSTRALIA

DEPARTMENT OF LANDS AND HOUSING

Telephone : 89 7754

Our Ref : SPL463
BD.ts

Your Ref :

G.P.O BOX 1680
DARWIN, N.T. 0801
Telex: AA85293
Facsimile: 817495
FACSIMILE: 89 5349

18 FEB 1992

Mr G Riley
Waters James McCormack
GPO Box 380
DARWIN NT 0800

Dear Mr Riley

I refer to your letter of 24 January 1991 requesting consent to the Sublease of Special Purposes Lease No. 463.

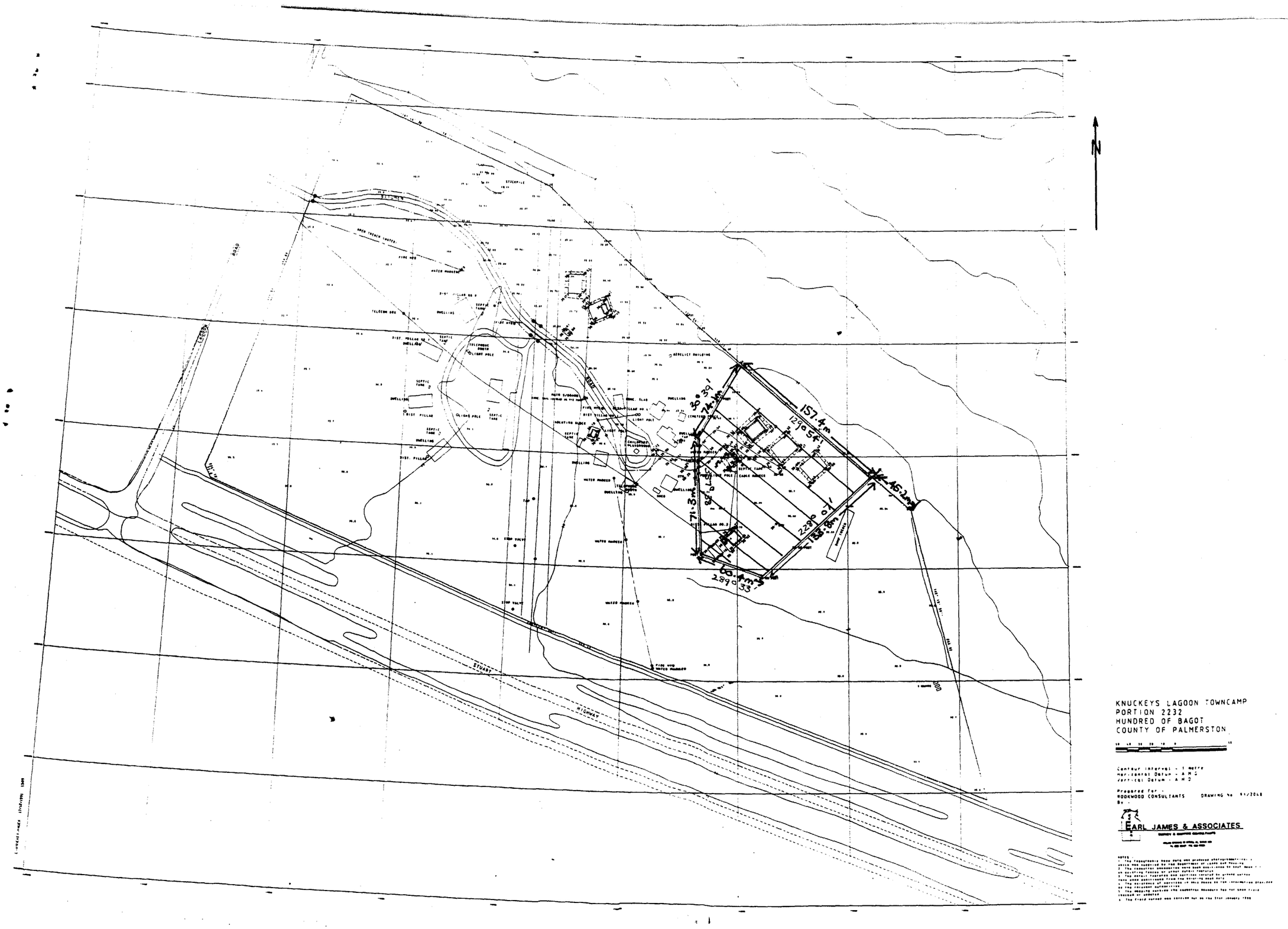
I am pleased to advise that, in accordance with the delegation conferred on me by the Minister on 15 February 1990, to exercise his powers under section 6 of the Special Purposes Leases Act, I consent to the Sublease of Special Purposes Lease No. 463 by Aboriginal Development Foundation to the Council for Aboriginal Alcohol Program Services Incorporated.

Yours sincerely

TREVOR GARGAN
Delegate of the Minister

13 February 1992

[ULB]/000921


N
157.4m
129° 54'
45.2m
71.3m
65.4m
289° 33'
135.8m
220° 07'
36° 39'
ETHARTT HIGHWAY
ROAD
KNUCKEYS LAGOON TOWNCAMP
PORTION 2232
HUNDRED OF BAGOT
COUNTY OF PALMERSTON
Contour Interval - 1 metre
Horizontal Datum - A.M.G.
Vertical Datum - A.H.D.
Prepared for:-
ROSEWOOD CONSULTANTS
DRAWING No 91/2048
By:-
EARL JAMES & ASSOCIATES

No. 265500

REGISTERED ON 3/6/92
AT 12.30

CORRECT for the purposes the Real Property Act.

A Practitioner of the Supr Court of the North Territory of Australia

ABORIGINAL DEVELOPMENT FOUNDATION ASSOCIATION
Lessor

COUNCIL OF ABORIGINAL ALCOHOL PROGRAM SERVICES INCORPORATED
Lessee

MEMORANDUM OF SUB-LEASE

Lodged at Registrar Generals Office ... Darwin
Date 3.6.92 Time 11:25:53
Fees $130— Receipt 0978
Lodging Party to Complete
Lodged by WJMcC
Requisition to WJMcC
Duplicate to WJMcC.

WATERS JAMES McCORMACK,
Barristers & Solicitors,
46 Woods Street,
DARWIN NT 0800

Telephone: 815544
Reference: GAR:JB91/10493
0430S

Viewed at 15:10:23 on 31/10/2016 by 32GPL.

FORM 44 Section 191B

R No. 361641 **NORTHERN TERRITORY OF AUSTRALIA**

LODGED AT THE REGISTRAR-GENERAL'S OFFICE

ON 10/10/96	AT 8:19:34
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	159	068	HUNDRED OF BAGOT	PORTION 2232	S79/065	

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 2nd day of October 1996 in the presence of:

Witness

Robert John Chamberlain
Commissioner for Oaths
C/- Northern Territory
Attorney-General's Department

10-10-96 at 8.40

Registered 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

361641

9|10|96

DEALING LODGEMENT FORM

A273

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	361641	

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

9/10/96

DEALING LODGEMENT FORM

H273

LANDS TITLES OFFICE
Nichols Place
G.P.O. Box 3021
DARWIN, N.T. 0801

CENTREPOINT BUILDING
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(A) Name and Address of Lodging Party

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No.	(B) Description of Instrument or Document	Registered Number	Fee
1	RESTRICTION NOTICE	361641	

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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: 07/09/1979 **Volume** 159 **Folio** 068
Duplicate Certificate as to Title issued? Yes

SEARCH CERTIFICATE

SPECIAL PURPOSES LEASE 00463

Portion 2232 Hundred of Bagot from plan(s) S 79/065
Area under title is 20 hectares 5600 square metres

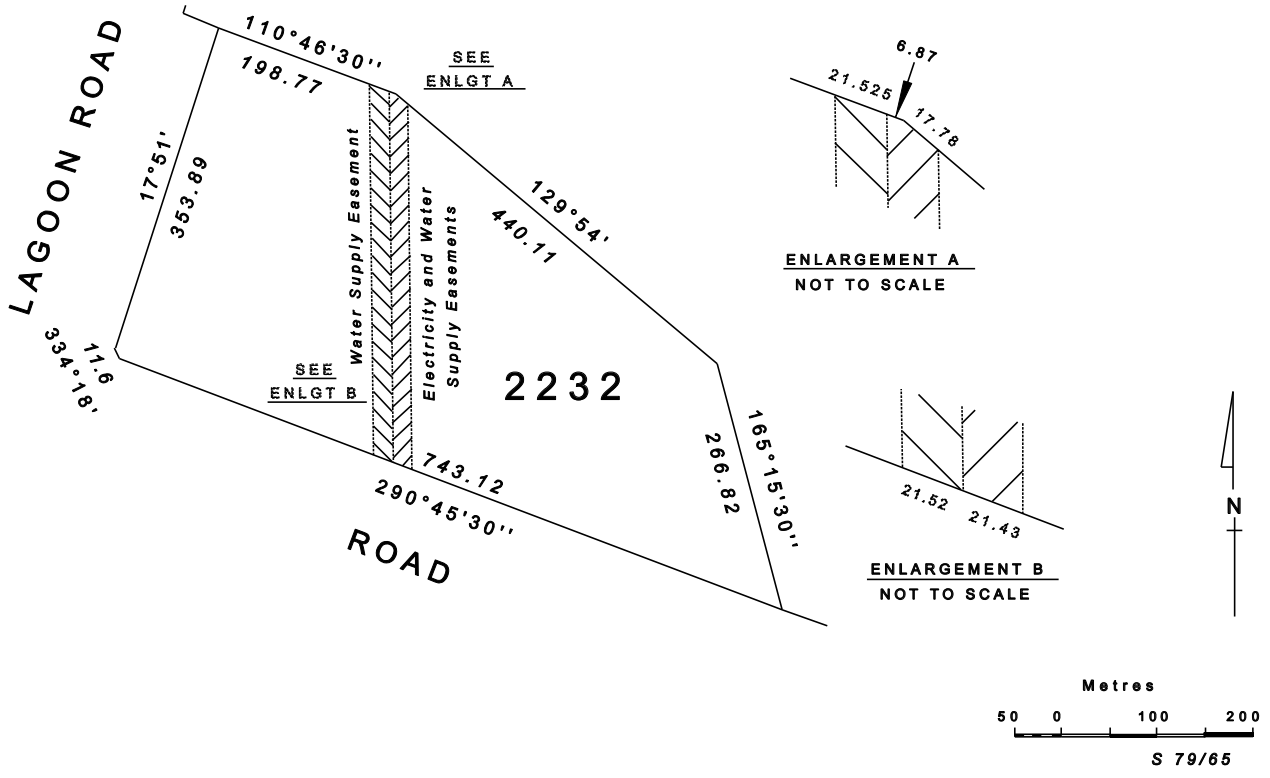
Owner:
Aboriginal Development Foundation Incorporated
of 29 Rossiter Street, Rapid Creek NT 0810

Easements:
Power line Easement to Power and Water Authority

Registered Date	Dealing Number	Description
10/10/1996	361641	Statutory Notice Prescribed Property -Sec 26A Associations Incorporation Act
03/06/1992	265500	Sub-lease to Council for Abor Alcohol Program Services Inc - part - expiring 02/03/2004
24/12/1982	121114	Water supply easement to Power and Water Authority

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: Portion 02232 Hundred of Bagot plan(s) S 79/065

(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
CUCL 159 068 (order 1)

Tenure Type
SPECIAL PURPOSES LEASE 463

Tenure Status
Current

Area Under Title
20 hectares 5600 square metres

Owners
Aboriginal Development Foundation Incorporated
29 Rossiter Street, Rapid Creek NT 0810

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

Custodian - Surveyor General (+61 8 8995 5362)

Address
30 LAGOON RD, KNUCKEY LAGOON

Survey Plan
S 79/065

Survey Status
Approved

Parcel Status
CURRENT

Parcel Area
20 hectares, 5600 square metres

Map Reference
Code 200 Scale 2400 Sheet 00.62
Code 200 Scale 2500 Sheet 34.24
Code 200 Scale 2500 Sheet 34.23

Parent Parcels
(none found)

Parcel Comments
PART SUBN POR.1532 VIDE S79/65; SPL 463 FOR ABO.DEV. FOUND. S79/65/5 WITHIN PROTECTED AREA NTG 13/7/66. PROTECTED AREA REVOKED NTG 7/8/85. 11 MILE CAMP.

Survey Comments
(none found)

Proposed Easements
(none found)

Municipality
LITCHFIELD MUNICIPALITY

Region
DARWIN

Custodian - Valuer General (+61 8 8943 9193)

Owner's Last Known Address
Aboriginal Development Foundation, C/- YILLI RREUNG HOUSING ABORIGINAL CORP, PO BOX 2784, DARWIN NT 0801

Parcels in Valuation
Portion 02232 Hundred of Bagot

Unimproved Capital Value

$3,150,000 on 01/07/2015
$3,472,000 on 01/07/2012
$3,100,000 on 01/07/2009
$1,100,000 on 01/07/2006
$550,000 on 01/07/2003
$500,000 on 01/07/2000
$500,000 on 01/07/1997
$400,000 on 01/07/1994
$200,000 on 01/07/1991
$140,000 on 01/01/1989
$160,000 on 01/01/1986
$120,000 on 01/01/1985
$80,000 on 01/01/1982
$60,000 on 01/05/1979

Valuation Improvements

12/04/1995 Special uses other
01/05/1986 House
01/05/1986 Ablution block

Custodian - Property Purchasing (+61 8 8999 6631)

Acquisitions

(none found)

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

Building Control Areas

BBDAR001 - Building Control Area	DARWIN BUILDING AREA

Building Permits

Application Number:	22 of 23
Description:	Renovations to Community hall-STOREROOM/KITCHEN
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Assembly building
Area:	(none found)
Certification:	Assembly building - Full Code - *issued on* 27/01/2009

Application Number:	21 of 23
Description:	New House (Lot 19) Additions & Alterations to Existing House (Lot 15)
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	297 square metres
Certification:	Single Dwelling - Full Code - *issued on* 29/08/2007

Application Number:	19 of 23
Description:	renovation to existing buildings and new support accomodation
Number of Residental Units:	
Australian Bureau of Statistics Type:	Semi-detached town house of one storey Separate House
Building Class:	Boarding House Public Residential (other than 1 or 2)
Area:	(none found)
Certification:	Boarding House - Full Code - *issued on* 29/01/2004 Public - Full Code - *issued on* 29/01/2004 Residential (other than 1 or 2) - Full Code - *issued on* 29/01/2004

Application Number:	18 of 23
Description:	RENO TO LOTS 1-4, HOUSE LOT 25&26
Number of Residental Units:	6
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	150 square metres
Certification:	Single Dwelling - Full Code - *issued on* 24/06/2002

Application Number:	14 of 23
Description:	ACTIVITY CENTRE
Number of Residental Units:	0
Australian Bureau of Statistics Type:	(none found)
Building Class:	Assembly building
Area:	256 square metres

Certification:	Assembly building - Full Code - *issued on* 15/12/1994

Application Number:	13 of 23
Description:	RELOCATE HOUSE
Number of Residental Units:	1
Australian Bureau of Statistics Type:	(none found)
Building Class:	House
Area:	72 square metres
Certification:	House - Full Code - *issued on* 25/11/1993

Application Number:	10 of 23
Description:	TRAINING CENTRE
Number of Residental Units:	0
Australian Bureau of Statistics Type:	(none found)
Building Class:	Public
Area:	128 square metres
Certification:	Public - Full Code - *issued on* 25/07/1994

Application Number:	8 of 23
Description:	FAMILY SHELTERS
Number of Residental Units:	2
Australian Bureau of Statistics Type:	(none found)
Building Class:	House
Area:	260 square metres
Certification:	House - Full Code - *issued on* 25/11/1993

Application Number:	5 of 23
Description:	MEETING HALL
Number of Residental Units:	0
Australian Bureau of Statistics Type:	(none found)
Building Class:	Public
Area:	128 square metres
Certification:	Public - Full Code - *issued on* 11/02/2009

Application Number:	4 of 23
Description:	HOUSE
Number of Residental Units:	0
Australian Bureau of Statistics Type:	(none found)
Building Class:	House
Area:	131 square metres
Certification:	House - Full Code - *issued on* 10/08/1990

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

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

Planning Scheme Zone
CP (Community Purpose)

Interim Development Control Orders
(none found)

Planning Notes
(none found)

Planning Applications

File Number
PA2010/0363

Type
Development

Date Received
15/04/2010

Application Purpose
Demountable structure for use as a meeting room and training facility with associated verandah.

Application Status
Approved

Other Affected Parcels
(none found)

Instrument Signed
16/06/2010

Instrument Number
DP10/0387

Instrument Issued
Signed

Instrument Status
Current

File Number
PA1983/0086

Type
Planning Scheme Amendment

Date Received
02/03/1983

Application Purpose
S1 TO S2

Application Status
Completed

Other Affected Parcels
(none found)

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	18
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 Litchfield Council

AGOSTINI ROAD
2849
2858
4370
2844
2857
1109
1110
4371
LAGOON ROAD
KNUCKEY LAGOONS
2933
2232
STUART HIGHWAY
4264
7349
4273
2265
N

REGISTER BOOK

Volume 159 Folio 68

Registrar-General

NORTHERN TERRITORY OF AUSTRALIA

Special Purposes Lease No. 463

The Minister for Lands and Housing in the name of the Territory, and in pursuance of the *Special Purposes Leases Ordinance* hereby grants to ABORIGINAL DEVELOPMENT FOUNDATION INCORPORATED whose registered office is situate at 29 Rossiter Street Rapid Creek 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 twenty and fifty six hundredths hectares and being Portion 2232 Hundred of Bagot

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 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 said Ordinance.

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 Ordinance 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 said Ordinance 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 Ordinance and the Regulations, be forfeited for non-compliance with any such covenant or condition;

This lease shall commence on the first day of June One thousand nine hundred and seventy nine

CUCL/159/068C

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: Special Community Development
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 Ordinance for the time being in force;
5. That the land will be used for the purposes of Special Community Development.
6. That the lessee will by the first day of July, 1980 or within such further time as may be approved in writing by the Minister for that purpose commence to erect ablution facilities consisting of one or more buildings at a cost not less than ten thousand dollars and in accordance with plans and specifications previously approved by the Minister in writing and will complete the erection of the said building or buildings at a cost of not less than the said sum in accordance with any Act, Regulation or Ordinance by the first day of July, 1981 or within such further time as may be approved in writing by the Minister and shall thereafter maintain and repair and keep in repair all buildings and erections on the said land at a cost not less than the said sum all to the satisfaction of the Minister.
7. That the lessee will securely fence the land 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 fencing shall thereafter be maintained to the satisfaction of the Minister.
8. That the lessee will by the first day of July, 1981 or within such further time as may be approved in writing by the Minister, provide a vehicle inspection fire break track along the full length of all fencing erected on the leased land and such firebreak track shall thereafter be maintained to the satisfaction of the Minister.
9. That all areas not occupied by buildings, driveways or car parking areas will be landscaped with trees, shrubs and other suitable materials to the satisfaction of the Minister by the first day of July, 1981 and shall thereafter be maintained. "Landscaped" may include natural cover over all or part of the landscaped area.
10. That the lessee will not use pesticides and/or chemical fertilizers on the said land.
11. That the lessee will not hunt or kill wildlife on or in the vicinity of the said land. This does not prohibit the preparation and consumption of wildlife on the leased land.
12. That the lessee will seek the advice of the Water Resources Unit, Department of Transport and Works and shall obey any restrictions placed on the use of local water for any purpose whatsoever on the said land.
13. That the lessee will seek the advice of the Soil Conservation Unit of the Territory Parks and Wildlife Service, the Water Resources Unit of the Department of Transport and Works and the Chief Medical Officer and shall obey any restrictions placed on the development of septic systems on the land.
14. That the lessee will not remove or destroy any live mature trees from the land except as required within the context of the development plan approved by the Planning Branch, Department of Lands and Housing.
15. That the lessee will submit dimensioned sketch plans for the development of the site including a plan showing areas to be landscaped, to the Planning Branch, Department of Lands and Housing, for planning approval prior to the submission of building plans to the Building Authority for building approval.
16. That the lessee will by the first day of January, 1980 remove any existing structures on the land which do not have approval from the Building Authority.

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

SEAL

In the presence of - G. Thomson

IN WITNESS whereof the Common Seal of
ABORIGINAL DEVELOPMENT FOUNDATION INCORPORATED
was hereunto affixed the 20
day of JULY , 1979.

BERNARD VALADIAN
EXECUTIVE OFFICER

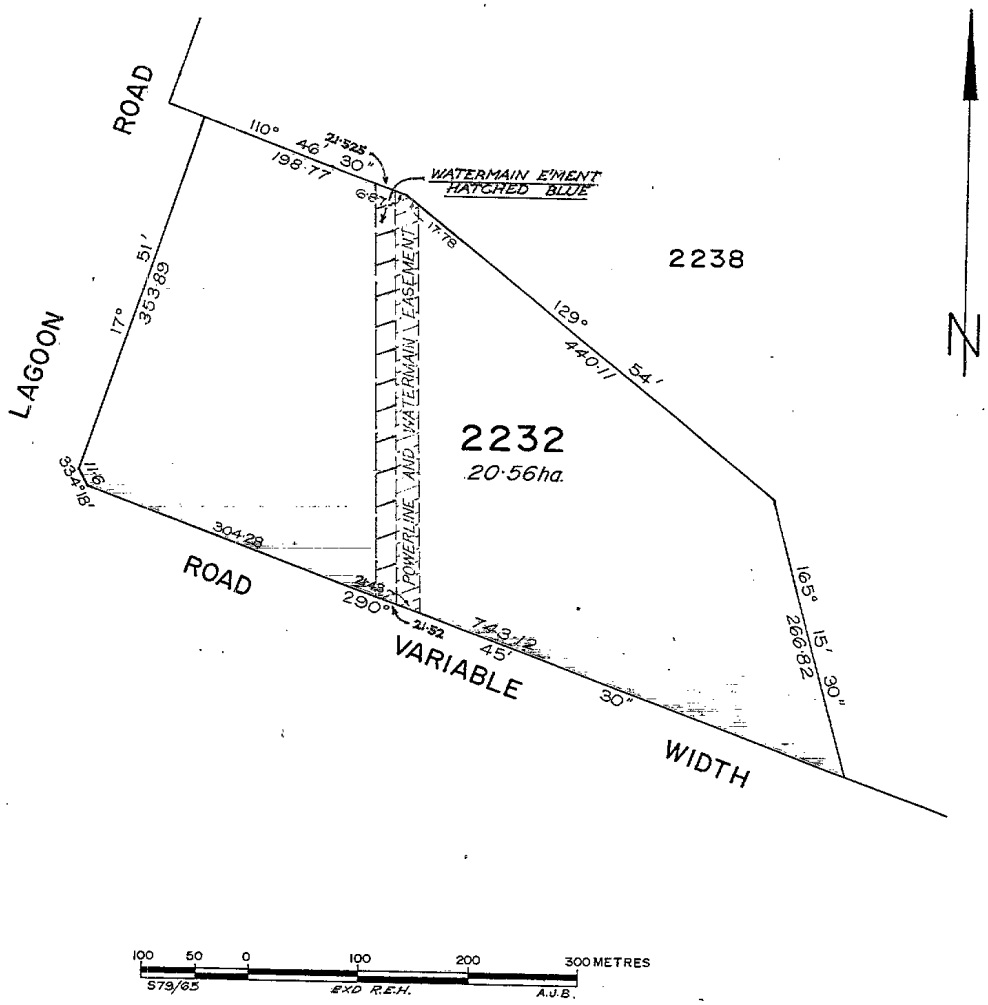
In the presence of - RODGER YATES
VICE PRESIDENT
TONY KENYON
COMMITTEE MEMBER
ROY KELLY
VICE PRESIDENT

The Common Seal of Aboriginal Development Foundation Incorporated

ROGER YATES
TONY KENYON
ROY KELLY

PLAN REFERRED TO

CUCL/159/068C



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 watermain required by the Northern Territory of Australia.

I certify that this Lease is correct for execution.

Surveyor-General, N.T.

424/79
3884/92

ABBREVIATIONS

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

Dealing Sheet 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
	E	121114	22.12.82	1.47pm	Water Main Easement to: NORTHERN TERRITORY OF AUSTRALIA					
	SL	265500	3.6.92	11.25.43	TO: COUNCIL FOR ABORIGINAL ALCOHOL PROGRAM SERVICES INCORPORATED - PART - EXPIRING 2nd March, 2004					

Palmerston Town Camp

FORM 44 Section 191B

NORTHERN TERRITORY OF AUSTRALIA

R No. 361644

LODGED AT THE REGISTRAR-GENERAL'S OFFICE

ON 10/10/96	AT 8:28:43
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	194	074	TOWN OF PALMERSTON	LOT 1168	S83/113	

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 2nd day of October 1996 in the presence of:

.....
Witness

Robert John Chamberlain
Commissioner for Oaths
C/- Northern Territory
Attorney-General's Department

10-10-96 8.44.
Registered on At

Our Ref:LC96 0619/G9601803

.....
Correct for the purposes of the *Real Property Act.* A Practitioner of the Supreme Court of the Northern Territory of Australia

C9601803.DOC

361644

9/10/96

DEALING LODGEMENT FORM

A273

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	361644	

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

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(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

[redacted]

DEALING LODGEMENT FORM

A 273

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] AFFAIRS

No.	(B) Description of Instrument or Document	Registered Number	Fee
1	RESTRICTION NOTICE	361644	

To lodge documents for registration
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(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

REGISTER BOOK

Volume 194 Folio 74

Registrar-General

NORTHERN TERRITORY OF AUSTRALIA

SPECIAL PURPOSES LEASE No. 578

The Minister, in the name of the Northern Territory of Australia, (called "The Territory") and in pursuance of the Special Purposes Leases Act hereby grants to ABORIGINAL DEVELOPMENT FOUNDATION INCORPORATED care of the Public Officer, 15 Graffin Crescent, Winnellie 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 eight and four tenths hectares or thereabouts and being Lot 1168, Town of Palmerston 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 twenty ninth day of August one thousand nine hundred and eighty three.

CUCL/194/0748

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 1984 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 at a cost not less than the sum of one hundred and sixty four thousand dollars in accordance with plans and specifications previously approved by the Minister in writing and will complete the erection of the said building or buildings at a cost of not less than the said sum in accordance with any Act, Regulation or Ordinance by the first day of July 1988 or within such further time as may be approved in writing by the Minister and will thereafter maintain and repair and keep in repair all buildings and erections on the said land to the satisfaction of the Minister.

6. That the Lessee will by the first day of July 1986 or within such further time as may be approved in writing by the Minister landscape the frontage to the proposed Stuart Highway bypass to a depth of twenty metres so as to screen the development from view from the Stuart Highway bypass and will thereafter maintain the landscaped area to the satisfaction of the Minister.

7. That the Lessee will not remove or destroy any live mature trees from the land except as required within the context of the development plan approved by the Palmerston Development Authority.

8. That for every two community shelters erected there will be provided the following facilities:

   1 water closet for use by males
   1 water closet for use by females
   1 shower for use by males
   1 shower for use by females
   1 handbasin for each water closet provided

   and that the Lessee will keep the said facilities to a standard acceptable to the Department of Health and such facilities will thereafter be maintained to the satisfaction of the Minister.

9. That the Lessee will comply with the terms and conditions contained in all subdivision and development determinations applicable to the land.

SIGNED SEALED and DELIVERED by PAUL KINGSTON WHARAM SEAL the Delegate of the Minister

In the presence of - M. Mooney

IN WITNESS whereof the Common Seal of
ABORIGINAL DEVELOPMENT FOUNDATION INCORPORATED
was hereunto affixed the SIXTH
day of OCTOBER , 1983

Aboriginal Development Foundation Incorporated The Common Seal Of

In the presence of TONY KENYON
(Full name in block letters)
PRESIDENT

TONY KENYON
(and Signature)

JANE CHRISTOPHERSEN
(Full name in block letters)
TREASURER

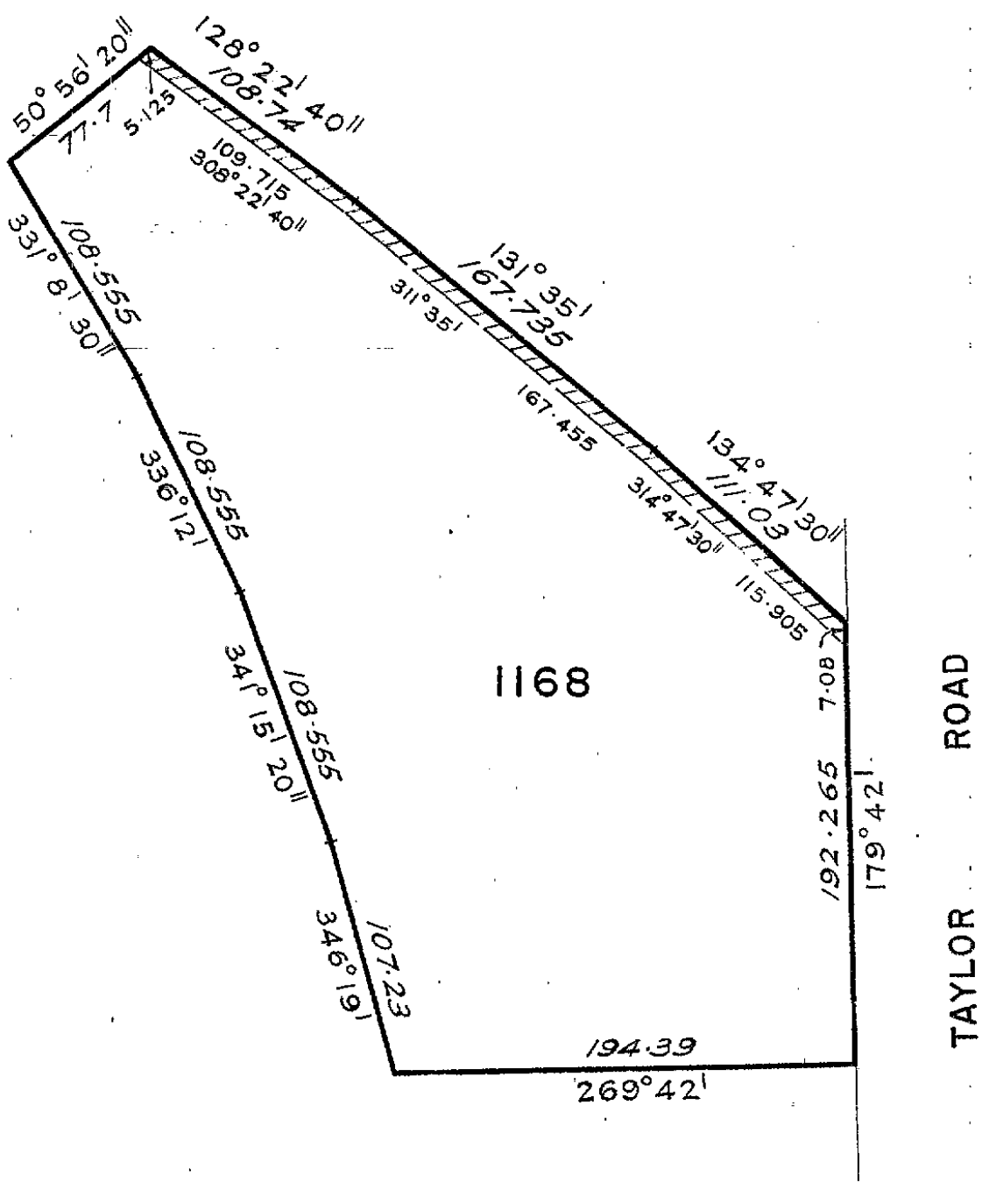
Jane Christophersen
(and Signature)

BERNARD VALADIAN
(Full name in block letters)
SECRETARY

B Valadian
(and Signature)

PLAN REFERRED TO

CUCL/194/0748



Scale 1:3000
S83/113 Exd. PWK

ENCUMBRANCES REFFERED TO:
As to the land hatched blue on the said plan; any easements, rights, powers or privileges for the purpose of powerline required by the Northern Territory of Australia.

I certify that this Lease is correct for execution. .....
Surveyor-General, N.T.

7319/83

LWMC

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

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

19092.802

Title CUCL 194/074

Viewed at 09:11:02 on 01/11/2016 by 32GPL.

Date Registered: 31/10/1983 **Volume** 194 **Folio** 074
Duplicate Certificate as to Title issued? Yes

SEARCH CERTIFICATE

SPECIAL PURPOSES LEASE 00578

Lot 1168 Town of Palmerston from plan(s) S 83/113
Area under title is 8 hectares 4000 square metres

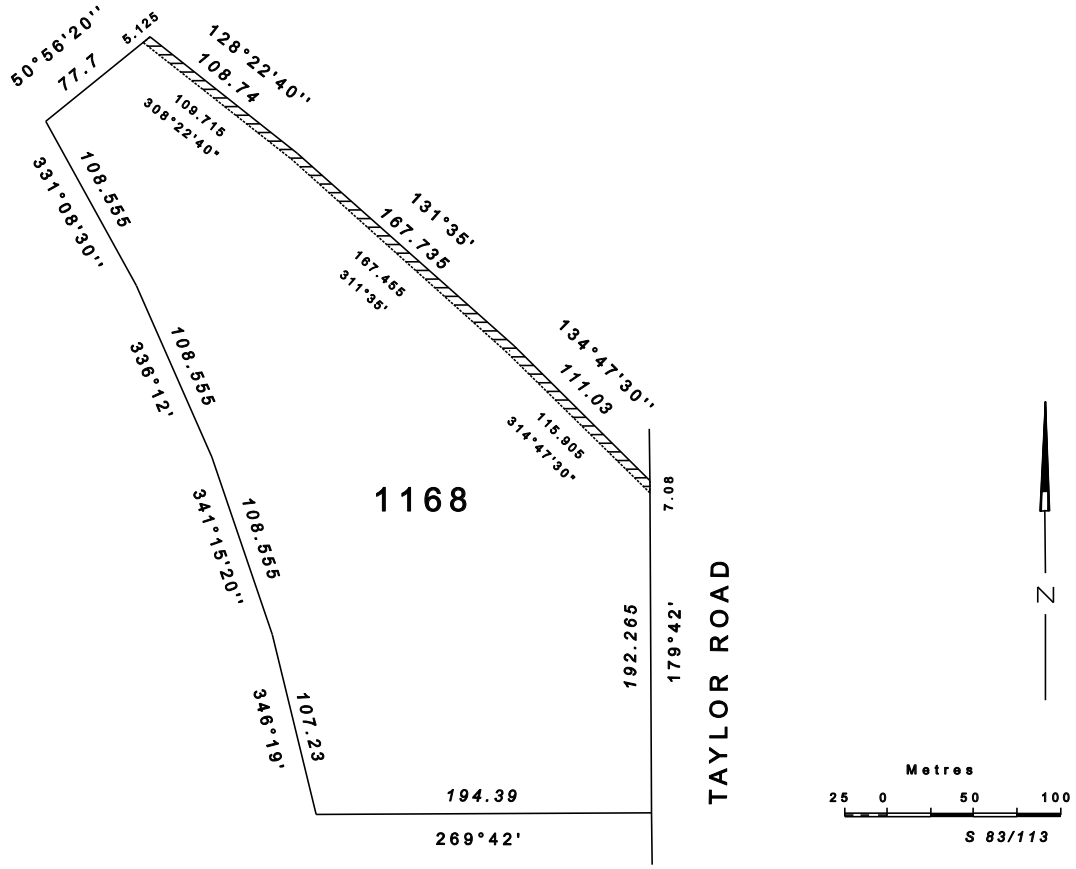
Owner:
Aboriginal Development Foundation Incorporated
of C/- Public Officer, 15 Graffin Crescent, Winnellie NT 0820

Easements:
Power line Easement to Power and Water Authority

Registered Date	Dealing Number	Description
10/10/1996	361644	Statutory Notice Prescribed Property - Sec 26A Associations Incorporation Act

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: Lot 01168 Town of Palmerston plan(s) S 83/113

(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
CUCL 194 074 (order 1)

Tenure Type
SPECIAL PURPOSES LEASE 578

Tenure Status
Current

Area Under Title
8 hectares 4000 square metres

Owners
Aboriginal Development Foundation Incorporated
C/- Public Officer, 15 Graffin Crescent, Winnellie NT 0820

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

Custodian - Surveyor General (+61 8 8995 5362)

Address
71 HOWARD SPRINGS RD, JOHNSTON

Survey Plan
S 83/113

Survey Status
Approved

Parcel Status
CURRENT

Parcel Area
8 hectares, 4000 square metres

Map Reference
Code 503 Scale 10000 Sheet 10.10

Parent Parcels
(none found)

Parcel Comments
ABORIGINAL COMMUNAL LIVING SITE VIDE S83/113.

Survey Comments
(none found)

Proposed Easements
(none found)

Municipality
PALMERSTON MUNICIPALITY

Region
DARWIN

Custodian - Valuer General (+61 8 8943 9193)

Owner's Last Known Address
Aboriginal Development Foundation, YILLIRREUNG HOUSING ABORIGINAL CORP., PO BOX 36998, WINNELLIE NT 0821

Parcels in Valuation
Lot 01168 Town of Palmerston

Unimproved Capital Value

$925,000 on 01/07/2014
$840,000 on 01/07/2011
$760,000 on 01/07/2008
$380,000 on 01/07/2005
$330,000 on 01/07/2002
$320,000 on 01/07/1999
$285,000 on 01/07/1996
$170,000 on 01/07/1993
$170,000 on 01/01/1991
$170,000 on 01/01/1988
$95,000 on 01/01/1985
$30,000 on 01/01/1982

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

BBDAR001 - Building Control Area	DARWIN BUILDING AREA

Building Permits

Application Number:	14 of 15
Description:	Alteration to Living unit 8 & new carport
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling Non-habitable building
Area:	25 square metres
Certification:	Single Dwelling - Full Code - *issued on* 13/11/2009 Non-habitable building - Full Code - *issued on* 13/11/2009

Application Number:	13 of 15
Description:	New Dwelling
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	174 square metres
Certification:	Single Dwelling - Full Code - *issued on* 11/11/2009

Application Number:	11 of 15
Description:	5x New Dwellings & Disabled Toilet to Existing Community Room
Number of Residental Units:	1
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	95050 square metres
Certification:	Single Dwelling - Full Code - *issued on* 17/03/2008

Application Number:	9 of 15
Description:	Shade Structure
Number of Residental Units:	
Australian Bureau of Statistics Type:	(none found)
Building Class:	Non-habitable building
Area:	195 square metres
Certification:	Non-habitable building - Full Code - *issued on* 28/03/2006

Application Number:	8 of 15
Description:	2 NEW HOUSES, UPGRADE 4 HOUSES
Number of Residental Units:	2
Australian Bureau of Statistics Type:	Separate House
Building Class:	Single Dwelling
Area:	145 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
PA2010/0475

Type
Compliance Check

Date Received
26/05/2010

Application Purpose
Demountable structure for education computer room

Application Status
Approved

Other Affected Parcels
(none found)

Instrument Signed

Instrument Number

Instrument Issued
Not Complete

Instrument Status

File Number
PA2007/0157

Type
Variation of Development Permit

Date Received
16/08/2007

Application Purpose
Relocate the demountable 6 metres from community hall instead of the original 3 metres

Application Status
Approved

Other Affected Parcels
(none found)

Instrument Signed
07/09/2007

Instrument Number
DP07/0200A

Instrument Issued
Signed

Instrument Status
Current

File Number
PA2007/0157

Type
Development

Date Received
07/03/2007

Application Purpose
Demountable for use as a training room & office

Application Status
Approved

Other Affected Parcels
(none found)

Instrument Signed
23/05/2007

Instrument Number
DP07/0200

Instrument Issued
Signed

Instrument Status
Current

File Number
PA1990/0225

Type
Variation of Development Permit

Date Received
18/12/1998

Application Purpose
ABLUTION BLOCK ADDITIONS TO EXISTING 4 DWELLINGS

Application Status
Approved

Other Affected Parcels
(none found)

Instrument Signed
30/12/1998

Instrument Number
DP98/0649

Instrument Issued
Signed

Instrument Status

File Number
PA1990/0225

Type
Development

Date Received
30/04/1990

Application Purpose
4 DETACHED DWELLINGS ABORIGINAL DEVELOPMENT FOUNDATION C/- WOODHEAD AUSTRALIA-ARCHITECTS

Application Status
Approved

Other Affected Parcels
(none found)

Instrument Signed
08/05/1990

Instrument Number
DV3789

Instrument Issued
Signed

Instrument Status
Completed

File Number
PA1987/0375

Type
Development

Date Received
26/05/1987

Application Purpose
BUILDING FOR TRANSIENT PERSONS

Application Status
Approved

Other Affected Parcels
(none found)

Instrument Signed
06/07/1987

Instrument Number
DV2725

Instrument Issued
Signed

Instrument Status
Completed

File Number
PX1984/0174

Type
Development

Date Received
26/09/1984

Application Purpose
DEVELOPMENT ABORIGINAL TRANSIT CAMP PREVIOUS SUBDIVISION APPLICATION MADE ON 20/1/83 BEING VCL TO CREATE LOT 1168 - I OF D PS20 DATED 7/6/83 - PX83/2

Application Status
Approved

Other Affected Parcels
(none found)

Instrument Signed
13/11/1984

Instrument Number
DP0086

Instrument Issued
Signed

Instrument Status
Completed

Custodian - Power and Water Corporation (1800 245 092)

Meters on Parcel

Power Water - Electricity	20
Power Water - Water	22

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

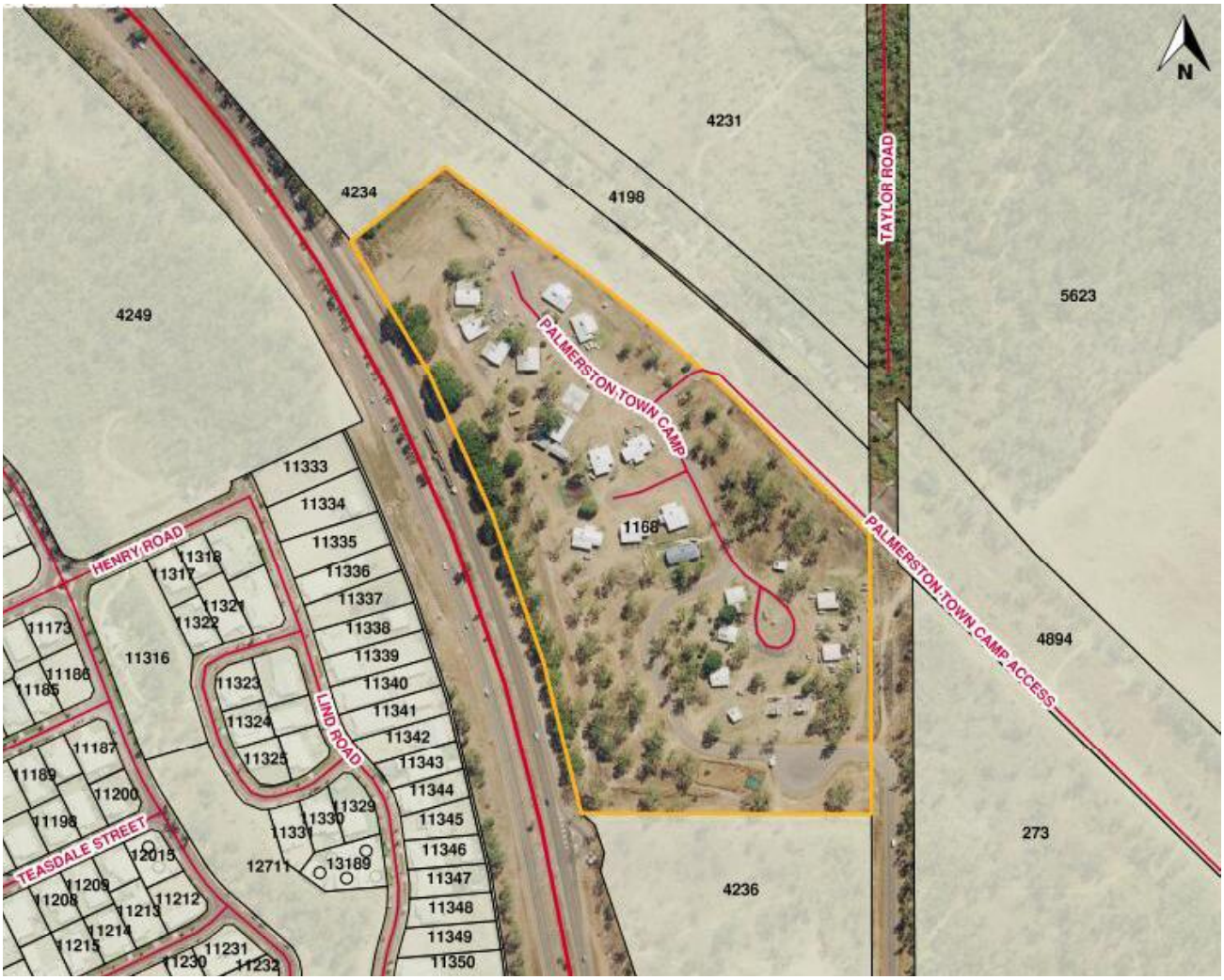
Custodian - Heritage Branch (+61 8 8999 5039)

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 Palmerston City Council


N
4231
4234
4198
TAYLOR ROAD
5623
4249
PALMERSTON TOWN CAMP
1168
PALMERSTON TOWN CAMP ACCESS
4894
HENRY ROAD
11333
11334
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11323
11324
11325
LIND ROAD
11187
11189
11200
11198
11329
11330
11331
TEASDALE STREET
12015
12711
13189
11209
11208
11212
11213
11214
11215
11231
11230
11232
273
4236

Railway Dam

FORM 44 Section 191B

R No. 361645 **NORTHERN TERRITORY OF AUSTRALIA**

LODGED AT THE REGISTRAR-GENERAL'S OFFICE

ON 19/10/96	AT 8:32:20
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	157	040	TOWN OF DARWIN	LOT 5027	S75/116	

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 2nd day of October 1996 in the presence of:

Witness

Robert John Chamberlain
Commissioner for Oaths
C/- Northern Territory
Attorney-General's Department

10-10-96 Registered on

8.44 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

361645

9|10|96

DEALING LODGEMENT FORM

A373

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	361645	

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 36-38

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	361645	

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

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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]

REGISTER BOOK

Volume 157 Folio 40

DEPUTY Registrar-General

NORTHERN TERRITORY OF AUSTRALIA

Special Purposes Lease No. 454

The Minister for Lands and Housing in the name of the Territory, and in pursuance of the *Special Purposes Leases Ordinance* hereby grants to ABORIGINAL DEVELOPMENT FOUNDATION INCORPORATED whose registered office is situate 29 Rossiter Street Rapid Creek 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 three and twelve hundredths hectares or thereabouts and being Lot 5027 Town of Darwin

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 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 said Ordinance.

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 Ordinance 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 said Ordinance 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 Ordinance and the Regulations, be forfeited for non-compliance with any such covenant or condition;

This lease shall commence on the twelfth day of December One thousand nine hundred and seventy eight

CUCL/157/0400

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 Camping Area 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 said Ordinance for the time being in force;-

5. That the lessee will by the first day of February, 1980 or within such further time as may be approved in writing by the Minister for that purpose commence to erect ablution facilities consisting of one or more building or buildings at a cost not less than ten thousand dollars and in accordance with plans and specifications previously approved by the Minister in writing and shall complete the erection of the said building or buildings at a cost of not less than the said sum in accordance with any Act, Regulation or Ordinance by the first day of February, 1981 or within such further time as may be approved in writing by the Minister and shall thereafter maintain and repair and keep in repair all buildings and erections on the said land at a cost not less than the said sum or to the satisfaction of the Minister.

6. That the lessee will securely fence the land to the satisfaction of the Minister by the first day of February, 1980 of the issue of the lease and fencing shall thereafter be maintained.

7. That all areas not occupied by buildings, drive-ways or car parking areas shall be landscaped with trees, shrubs and other suitable materials to the satisfaction of the Minister by the first day of February, 1981 and shall thereafter be maintained. "Landscaped" may include natural cover over all or part of the landscaped area.

8. That the lessee will not remove or destroy any live mature trees from the land except as required within the context of a development plan approved by the Planning Branch, Department of Lands and Housing.

9. That the lessee will maintain the water body known as Railway Dam and existing creeks on the land according to advice provided from time to time by the Water Resources Unit, Department of Transport and Works and shall obey any restrictions placed on the use of same by the Chief Medical Officer or the Minister.

10. That the lessee will seek the advice of the Soil Conservation Unit of the Wildlife and Parks Commission in maintaining the environmental character of the leased land.

11. That the lessee will submit dimensioned sketch plans for the development of the site including a plan showing areas to be landscaped, to the Planning Branch for planning approval prior to the submission of building plans to the Building Authority for building approval.

12. That the lessee will by the first day of August, 1979 remove any existing structures on the land which do not have approval from the Building Authority.

13. That the lessee will construct not more than one driveway entrance which shall not exceed six metres in length and shall be constructed not closer than three metres to any site boundary.

14. That the lessee will by the first day of February, 1980 formalise vehicular access and restricted vehicular movement on the site to defined driveways and parking areas which shall be at least formed and gravelled.

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

In the presence of - L. Thomson

SEAL

IN WITNESS whereof the Common Seal of
ABORIGINAL DEVELOPMENT FOUNDATION INCORPORATED
was hereunto affixed the EIGHT
day of MARCH , 1979.

In the presence of - BERNARD VARADIAN
SECRETARY

JANE CHRISTOPHERSEN
TREASURER

NEIL DARGIE
VICE PRESIDENT

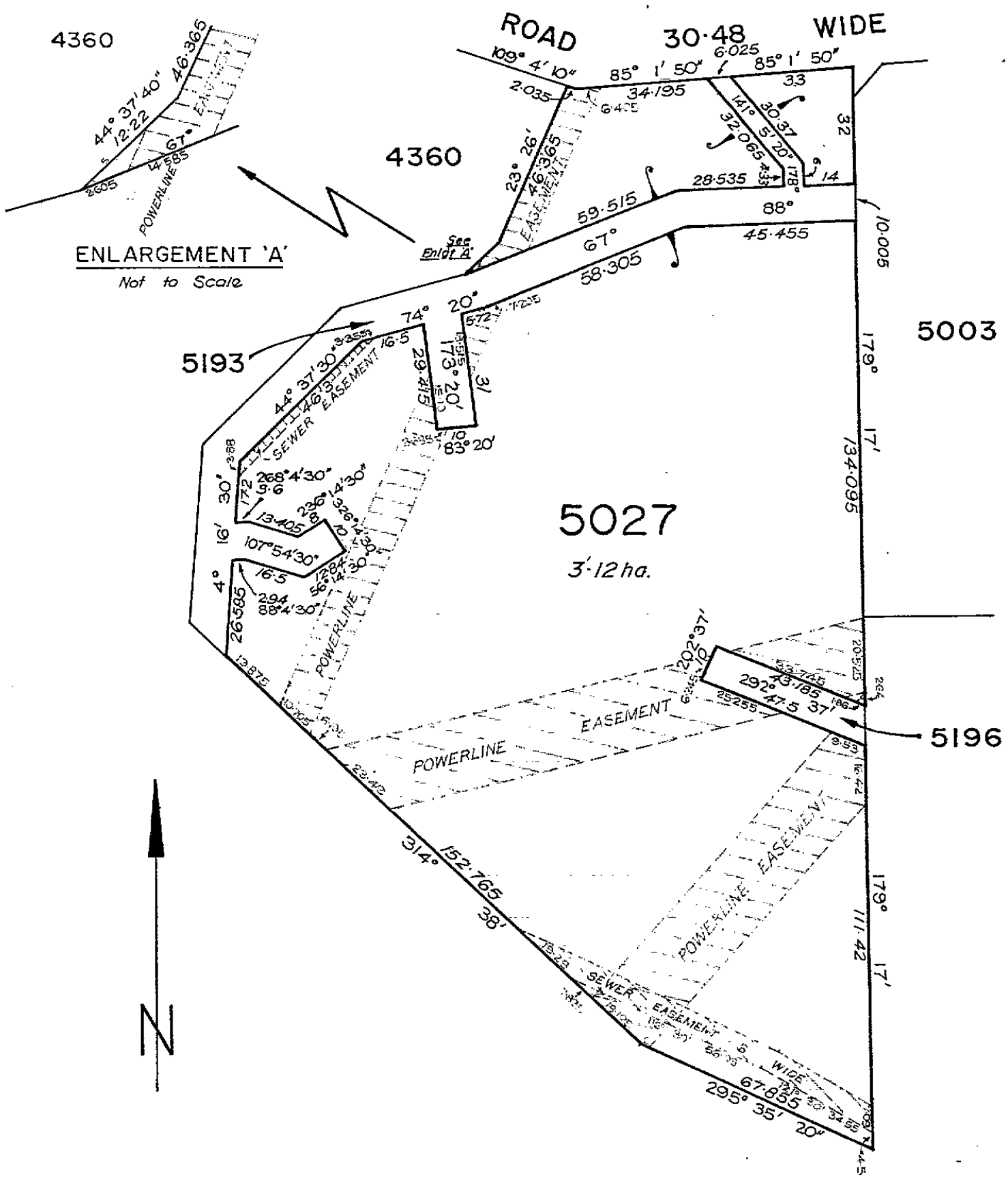
ROY KELLY
VICE PRESIDENT

Jane Christopherson

ROY KELLY

Aboriginal Development Foundation Incorporated
The Common Seal Of

PLAN REFERRED TO



CUCL/157/0400

ENCUMBRANCES REFERRED TO:

As to the land hatched blue on the said plan; any easements, rights, powers or privileges for the purposes of sewerage and powerline easements required by the Northern Territory of Australia.

I certify that this Lease is correct for execution.

.....
Surveyor-General, N.T.

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
1354/79										

Title CUCL 157/040

Viewed at 09:11:29 on 01/11/2016 by 32GPL.

Date Registered: 13/03/1979 **Volume** 157 **Folio** 040
Duplicate Certificate as to Title issued? Yes

SEARCH CERTIFICATE

SPECIAL PURPOSES LEASE 00454

Lot 5027 Town of Darwin from plan(s) S 75/116
Area under title is 3 hectares 1200 square metres

Owner:
Aboriginal Development Foundation Incorporated
of 29 Rossiter Street, Rapid Creek NT 0810

Easements:
Sewerage Easement to Power and Water Authority
Electricity supply Easement to Power and Water Authority

Registered Date	Dealing Number	Description
10/10/1996	361645	Statutory Notice Prescribed Property - Sec 26A Associations Incorporation Act

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: Lot 05027 Town of Darwin plan(s) S 75/116

(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
CUCL 157 040 (order 1)

Tenure Type
SPECIAL PURPOSES LEASE 454

Tenure Status
Current

Area Under Title
3 hectares 1200 square metres

Owners
Aboriginal Development Foundation Incorporated
29 Rossiter Street, Rapid Creek NT 0810

Easements
Electricity supply Easement to Power and Water Authority
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
(none found)
Visit the website http://www.nt.gov.au/justice/bdm/land_title_office/

Custodian - Surveyor General (+61 8 8995 5362)

Address
16 DINAH BEACH RD, DARWIN CITY

Survey Plan
S 75/116

Survey Status
Approved

Parcel Status
CURRENT

Parcel Area
3 hectares, 1200 square metres

Map Reference
Code 200 Scale 2500 Sheet 30.22
Code 200 Scale 2500 Sheet 29.22

Parent Parcels
(none found)

Parcel Comments
PROP SPL S75/116 RAILWAY DAM. REF ULA 105 - ALLOCATION AS ABORIGINAL CAMPING AREA. "RAILWAY CAMP". NATIVE TITLE DOES NOT EXIST ON THIS PARCEL (FEDERAL COURT DETERMINATION 17/5/2006) REF LI2009/36/135.

Survey Comments
(none found)

Proposed Easements
(none found)

Municipality
DARWIN MUNICIPALITY

Region
DARWIN

Custodian - Valuer General (+61 8 8943 9193)

Owner's Last Known Address
ABORIGINAL DEVELOPMENT FOUNDATION, C/- YILLI RREUNG HOUSING ABORIGINAL, ATT: GARY GARDINER, PO BOX 36998 WINNELLIE NT 0821

Parcels in Valuation
Lot 05027 Town of Darwin

Unimproved Capital Value
$2,750,000 on 01/07/2014
$2,500,000 on 01/07/2011
$9,000 on 01/07/2008
$47,000 on 01/07/2008
$1,450,000 on 01/07/2008
$1,250,000 on 01/07/2005
$820,000 on 01/07/2002
$750,000 on 01/07/1999
$520,000 on 01/07/1996
$450,000 on 01/07/1993
$280,000 on 01/01/1991
$280,000 on 01/01/1988
$280,000 on 01/01/1985
$210,000 on 01/01/1982
$150,000 on 01/05/1979

Valuation Improvements
17/07/1997 House
17/07/1997 Water
01/08/1982 Water
Improvement type(DAM)

Custodian - Property Purchasing (+61 8 8999 6631)

Acquisitions
(none found)

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

Building Control Areas

BBDAR001 - Building Control Area	DARWIN BUILDING AREA

Building Permits

Application Number:	5 of 6
Description:	REPLACE SECTION OF SEWER
Number of Residental Units:	0
Australian Bureau of Statistics Type:	(none found)
Building Class:	House
Area:	0 square metres
Certification:	House - Plumbing - *issued on* 24/05/1991

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	9
Power Water - Water	8

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 Darwin City Council

National Trust Significant Place (unverified)

Storm Surge: This lot is within a secondary surge zone. For more information contact Lands Planning on 8999 8963.

7700
7696
7701
7695
7694
RANGE PLACE
7691
7692
7690
7688
7686
7685
7693
7778
7780
N
DINAH BEACH ROAD
5718
1661
4989
5193
4360
RAILWAY DAM
7477
5027
5196
1656
5940
6663
DAY STREET
1654
7626
4244
HARVEY STREET
8549
8895
5497
10394
TIGER BRENNAN DRIVE
1649
10543
8557
7628
5191
7274
1647
7276

Amangal

FORM 44 Section 191B

NORTHERN TERRITORY OF AUSTRALIA

R No. 361642

LODGED AT THE REGISTRAR-GENERAL'S OFFICE

ON 10/10/96	AT 8:23:48
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	179	064	HUNDRED OF PLAYFORD	SECTION 124	S76/050	

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 2nd day of October 1996 in the presence of:

.....
Witness

Robert John Chamberlain
Commissioner for Oaths
C/- Northern Territory
Attorney-General's Department

10-10-96. 8.43

Registered On At

Our Ref: L 96 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

361642

9/10/96

DEALING LODGEMENT FORM

A273

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	361642	

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 36-39

9/10/96

DEALING LODGEMENT FORM

A773

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	361642	

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

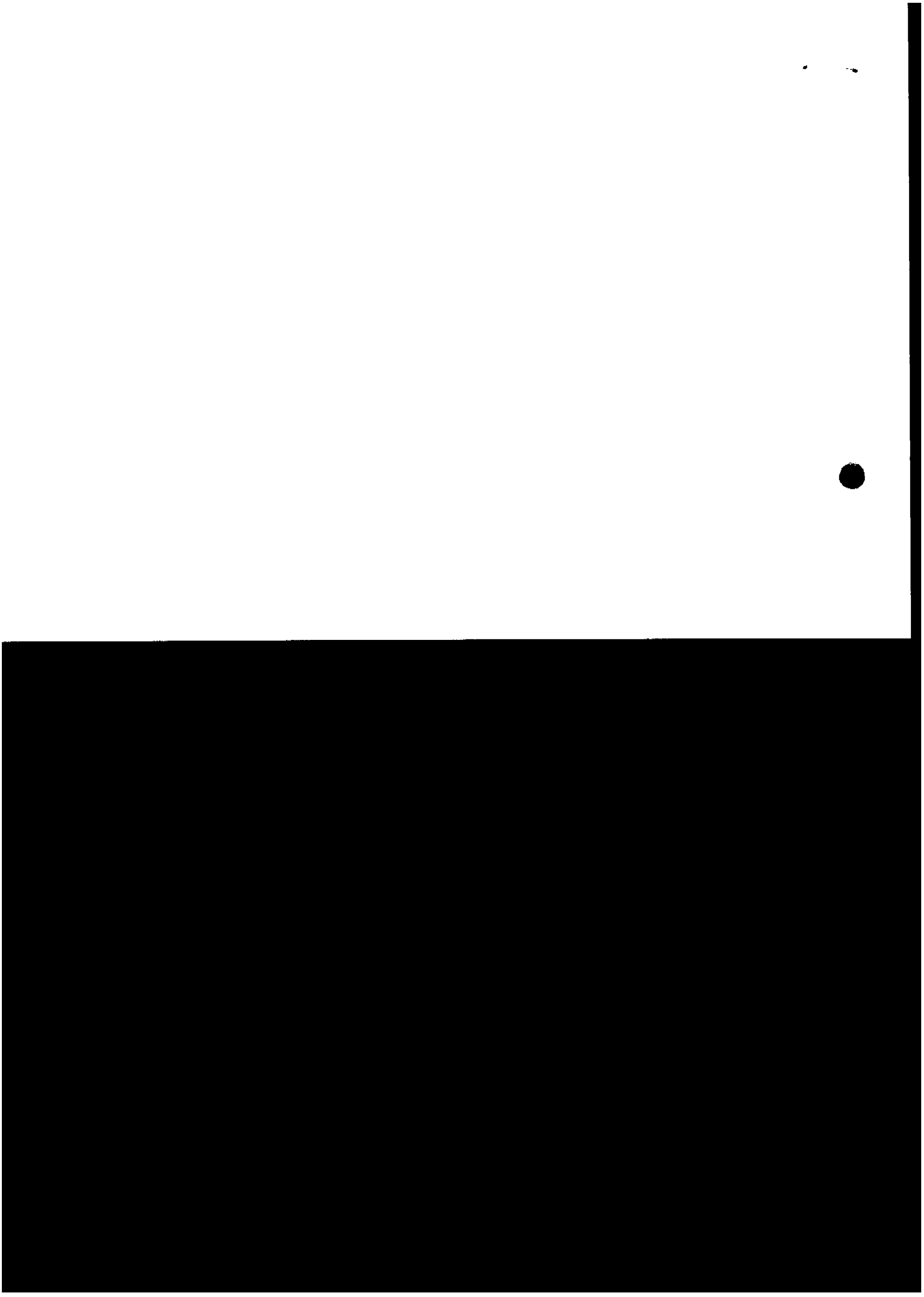
CODE 1 =

CODE 11 =

CODE 9 =

Government Printer of the Northern Territory 36-33

[redacted]



Form 94

Land Title Act
REGISTRAR-GENERAL'S DIRECTIONS

TORY OF AUSTRALIA

DL00598632D

Commissioner of Taxes use only

Dealing Number: 598632
Dealing Type: EA
Volume 179 Folio 64 etc.

Lodged 14/12/2005 at 19:19:29
By NIL
Fee $ 0.00 Receipt .....

MISCELLANEOUS APPLICATION

The applicant applies to record the access easement as shown on the attached survey plan S97/193B, Enlargement A marked Access Easement A created pursuant to section 14A of the *AustralAsia Railway (Special Provisions) Act* and varied in accordance with section 14B of *AustralAsia Railway (Special Provisions) Act* in respect of the land described below.

The consortium has been consulted in accordance with section 14B(2) of the *AustralAsia Railway (Special Provisions) Act.* (NOTES 1 - 3)

In accordance with section 14A(2A) of the *AustralAsia Railway (Special Provisions) Act* the rights and obligations of an owner or occupier in relation to the easement are to be exercised or satisfied in a manner that complies with any protocols made in accordance with section 21 of the *AustralAsia Railway (Special Provisions) Act* from time to time.

Register	Volume	Folio	Location	Lot Description	Plan	Unit
CT	179	64	Playford	124		
	635	663	Adelaide River	198	S97/193A-E	

(NOTE 4)

APPLICANT

Name: Solicitor for the Northern Territory
Address for the service of notices: GPO Box 1772 DARWIN NT 0801 (NOTE 5)

.....
Signed by Jason Garry Schoolmeester, Solicitor for the Northern Territory
on 14 December 2005
In the presence of: (NOTE 6)
.....
Alastair Shields
Solicitor for the Northern Territory
(08) 8999 8737

Registered on 14/12/2005

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 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 can be used if no suitable form is provided under the Land Title Regulations. It is recommended that you seek the advice of an LTO staff member if you are not sure.
2. This application 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 Copies of supporting documents, statutory declarations, newspaper advertisements, etc., are to be attached. Alterations to information entered on the form should be crossed out (not 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 complete parcel description. If the Certificate as to Title has been issued it must be produced.
5. Insert full name and an address for service of notices. The address can be a postal address. son by whom trust was created.
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 and some private sector organisations for conveyancing, local government, valuation, statistical, administrative and other purposes. The Department of Infrastructure, Planning and Environment also uses the information supplied 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 11:10:47 on 26/10/2016 by 32GPL.

Viewed at 11:10:47 on 26/10/2016 by 32GPL.

Dealing 598632

Supersedes part of O.P.1518

ROAD 40·235 WIDE

JOINS

S.97/193 C

128 L.T.O. 85/78

164 L.T.O. 89/58

201 L.T.O. 97/95

134 S.87/173

173 S.90/197 B

201 L.T.O. 97/95

198 15·09 ha

202 L.T.O. 97/95

STUART

FINLAY

(VARIABLE WIDTH) PUBLIC ROAD (WIDENING)

HIGHWAY

ROAD

RIVER

ADELAIDE

WATER SUPPLY EASEMENT

110

198

ENLARGEMENT A

ACCESS EASEMENT

Sec. 124

101 O.P.1518

JOINS

S.97/193 A

HUNDRED OF PLAYFORD

Sec. 124

S.76/50

NOTE: Access Easements amended. Refer to page 145 of file LI2005/0030.

Delegate of the Surveyor-General — Date 5-12-2005

I, NORBERT RAYMOND ZAHRA ... hereby certify that the survey represented on this plan was carried out by me or under my supervision and was completed on 10-9-1999 and that this survey has been executed in accordance with the Licensed Surveyors Act and the Cadastral Surveyors Ordinance.

Licensed Surveyor — Date 7/10/99

PLAN APPROVED

Delegate of the Surveyor-General — Date 6-12-99

Department of Lands, Planning & Environment, Northern Territory

AMENDMENTS			
Reference	Detail	Approved	Date

Notes

Reference Marks are at one metre unless otherwise shown.

The Water Supply Easements are in favour of the Power and Water Authority.

The Electronic Communications Easement is in favour of Telstra Corporation Limited.

Access Easement is in favour of Section 124 Hundred of Playford.

Field Book S.97/193

Drawn R.E. BRYANT 26-9-1999 S.M.D. Job No. 10493/00

Examined O.H.D. PTY LTD

Map Reference Adelaide River 2500 Sheets 22-24 and 22-25

True Mid. ... Bearings

AZIMUTH Assumed from S.96/205 D

Observed on

LEGEND

Concrete Post
Concrete Block
Pipe or Wooden Post
Reference Mark
Lodnagle
Fence Post

PART OF LOT 198

TOWN OF ADELAIDE RIVER

SCALE 1:1500

30 0 30 60 90 metres

S.97/193 B

SHEET 2 OF 3

WARNING - Damaged or unsealed plans will be rejected.

DEALING LODGEMENT FORM

LANDS TITLES OFFICE
Nichols Place
GPO BOX 3021
DARWIN NT 0801

CENTREPOINT BUILDING
PO Box 8043
ALICE SPRINGS
NT 0871

Name and Address of Lodging Party

SOLICITOR FOR THE NT
PO BOX 1772 DARWIN NT 0801

No.	Description of Instrument or Document (please Submit in this Order)	Registered Number	Fee
1.	MISC APP — ACCESS EASEMENT	598632	

Other documents required for registration

Titles, crown leases, duplicate instruments and other documents lodged with the above dealings:

1. CT 635/663

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**	

THIS SECTION TO BE USED FOR CUSTOMER CODE ONLY.

DO NOT COMPLETE IF PAYING CASH.

Government Printer of the Northern Territory 36-33

Date Registered: 23/02/2015 **Volume** 798 **Folio** 707
Duplicate Certificate as to Title issued? No

SEARCH CERTIFICATE

SPECIAL PURPOSES LEASE 00453

Section 124 Hundred of Playford from plan(s) S 76/050
Area under title is 19 hectares 6700 square metres

Owner:
Aboriginal Development Foundation
of C/- 33 Young Crescent, Alawa NT 0810

Easements:
Water supply Easement to Power and Water Authority
Power line Easement to Power and Water Authority

Registered Date	Dealing Number	Description
		Previous title is **Volume** 694 **Folio** 253
14/12/2005	598632	Access easement pursuant to section 14A and varied by 14B of the AustralAsia Railway (Special Provisions) Act
10/10/1996	361642	Statutory Notice Prescribed Property - Sec 26A Association Incorporation Act

End of Dealings

NORTHERN TERRITORY OF AUSTRALIA

SPECIAL PURPOSES LEASE No. 453

The Minister for Lands and Housing in the name of the Territory, and in pursuance of the Special Purposes Lease Act hereby grants to WAIRIA ASSOCIATION INC. whose registered address is situate care of Department of Aboriginal Affairs, N.Z.V. Building 82 Smith Street Darwin 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 nineteen and sixty seven hundredths hectares or thereabouts and being Section 124 Hundred of Playford 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 therefor an annual rental of three hundred dollars subject to re-appraisement in accordance with section 11A of the said 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 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 fiver 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 twenty first day of November One thousand nine hundred and seventy eight.

This Lessee covenants with the Minster 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 said Act for the time being in force.

5. That the Lessee will by the first day of December, 1981 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 will be made by the first day of December, 1982 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 will 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, 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 all developed areas of the site will be dust supressed and drained for stormwater to the satisfaction of the Minister by the

first day of December, 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. Dust suppression may be accomplished by the planting of suitable grasses, shrubs,

trees, the erection of windbreaks or by the sealing of the natural surface of the ground or by any combination of these methods.

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 or structure will be situated within six metes of any boundary.

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, sewerage, waste water and sullage within the boundaries of the site must

accord with the requirements of the Department of Health.

11. That adequate firefighting 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 males

1 shower with hot and cold water for use by females

1 hand basin with hot and cold water for each water closet provided

1 wash trough with hot and cold water.

13. That no shelter, campsite or cabin will be situated further than one hundred metres from any ablution block. No area used for

the consumption or preparation of food will be situated closer than fifteen metres to any ablution block.

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

Northern Territory Electricity Commission.

15. That the Lessee will by the thirty first day of December, 1980 or within such further time as may be approved in writing by the

Minister provide a fire break along the boundary of the leased land contiguous with adjoining Pastoral Lease 561 to the

satisfaction of the Minister and will at all times thereafter maintain the fire break to the satisfaction of the Minister.

Date Registered: 23/02/2015 **Volume** 798 **Folio** 707
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: Section 00124 Hundred of Playford plan(s) S 76/050

(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 798 707 (order 1)

Tenure Type
SPECIAL PURPOSES LEASE 453

Tenure Status
Current

Area Under Title
19 hectares 6700 square metres

Owners
Aboriginal Development Foundation
C/- 33 Young Crescent, Alawa NT 0810

Easements
Water supply Easement to Power and Water Authority
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
21/10/1985 for AGREEMENT

Tenure Comments
(none found)

Historic Titles
CUFT 694 253 (order 1)
CUCL 179 064 (order 2)
CUCL 179 064 (order 1)
Visit the website http://www.nt.gov.au/justice/bdm/land_title_office/

Custodian - Surveyor General (+61 8 8995 5362)

Address
12 DORAT RD, ADELAIDE RIVER

Survey Plan
S 76/050

Survey Status
Approved

Parcel Status
CURRENT

Parcel Area
19 hectares, 6700 square metres

Map Reference
Code 005 Scale 2500 Sheet 22.23
Code 005 Scale 2500 Sheet 22.24

Parent Parcels
(none found)

Parcel Comments
SPL 453 WAIRIA ASSOC INC. SUBJECT TO ABORIGINAL LAND CLAIM NO 39. RECOMMENDED FOR GRANT UNDER ALR(NT) ACT - TITLE REGISTRATION PENDING.

Survey Comments
(none found)

Proposed Easements
(none found)

Municipality
COOMALIE SHIRE

Region
DARWIN

Custodian - Valuer General (+61 8 8943 9193)

Owner's Last Known Address
Aboriginal Development Foundation, PO BOX 36998, WINNELLIE NT 0821

Parcels in Valuation
Section 00124 Hundred of Playford

Unimproved Capital Value
$285,000 on 01/07/2013
$220,000 on 01/07/2010
$110,000 on 01/07/2007
$70,000 on 01/07/2004
$54,000 on 01/07/2001
$54,000 on 01/07/1998
$45,000 on 01/07/1995

Valuation Improvements
01/02/1996 Special uses other

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
(none found)

Custodian - Power and Water Corporation (1800 245 092)

Meters on Parcel

Power Water - Electricity	12
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)

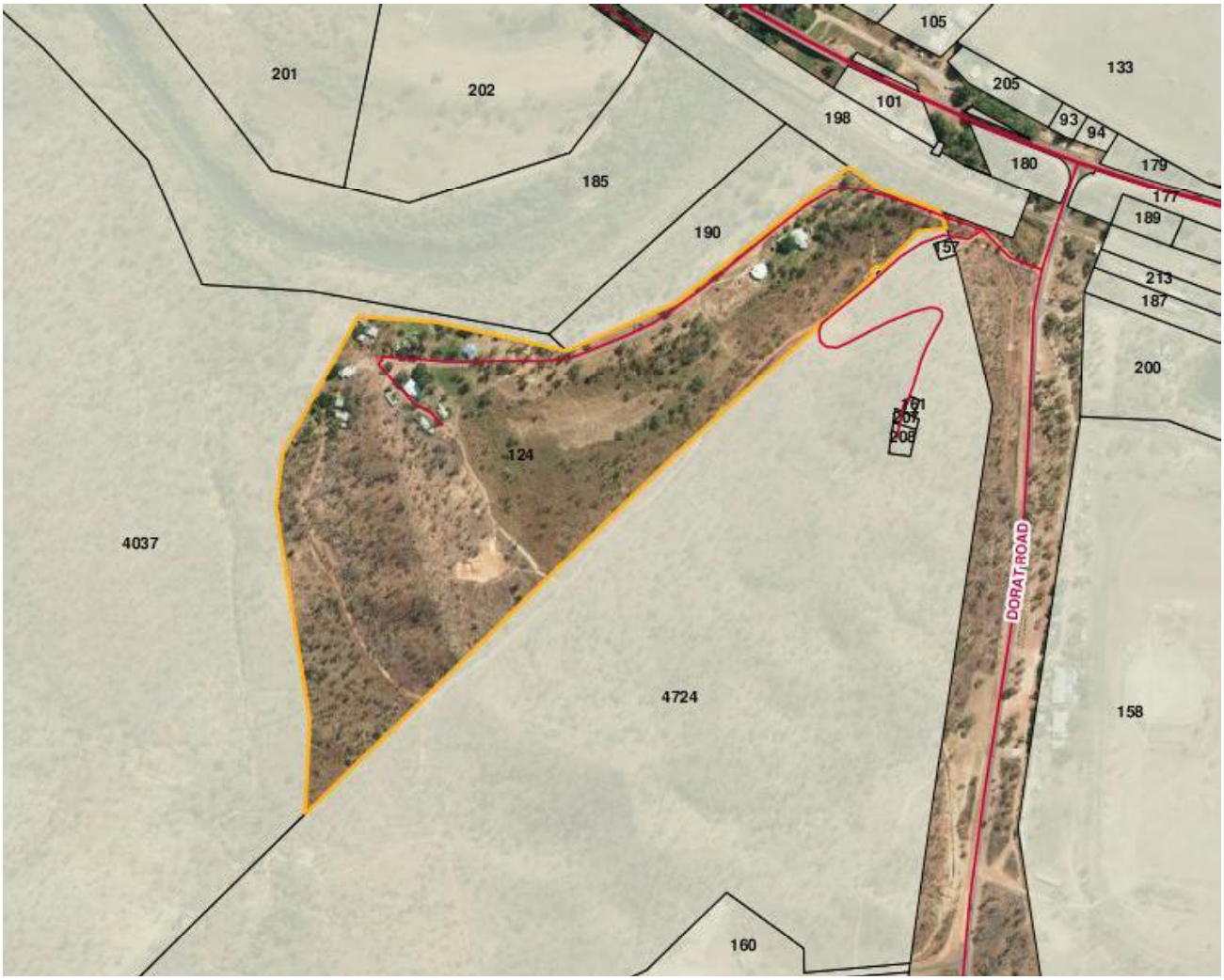
Heritage Listing:
(none found)

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 Coomalie Community Government Council

Aboriginal Land Claim. Contact Land Administration on 8999 6827.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