

FORM 1

Real Property (Unit Titles) Ordinance 1970

UNITS PLAN No. 119

Block 1 Section 149 Division of KAMBAH
 Register Book Volume 613 Folio 84 Deposited Plan No. 4193

Address of the Corporation for service of documents P.O. BOX 666 CIVIC SQUARE ACT. 2608.

I, _____
 of _____
 a surveyor registered under the Surveyors Ordinance 1967-1970 hereby certify that the diagram on this sheet shows the boundaries of the abovementioned parcel of land, (and, if the parcel is to be sub-divided into Class B units as defined in the Unit Titles Ordinance 1970, the boundaries of each of those units) and the boundaries, at ground level, or projected to ground level, of the extremities of each building on the parcel and that each building is wholly within the parcel.

Dated this _____ day
 of _____, 19____.

Registered Surveyor

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

Dated this eightth day
 of October 1976

M. J. Henry
 Deputy of the Minister of State for the Interior Capital Territory

Registered by me on the
Twenty fifth day of October, 1976
 at _____ minutes past _____ o'clock
 in the _____ noon, the number allocated to the
 Units Plan being _____
 The terms of the leases of the units and the lease of the
 common property expire on the _____
 day of February 2075

Registrar of Titles

SITE PLAN

I, JOHN WARREN FOXLEE OF CANBERRA A SURVEYOR REGISTERED UNDER THE SURVEYORS ORDINANCE 1967-1975 HEREBY CERTIFY THAT THE DIAGRAM ON THIS SHEET SHOWS —

- THE BOUNDARIES OF THE ABOVE-MENTIONED PARCEL OF LAND;
- THE BOUNDARIES OF EACH UNIT THAT IS A CLASS B UNIT AS DEFINED IN THE UNIT TITLES ORDINANCE 1970-1975 INTO WHICH THE PARCEL IS TO BE SUBDIVIDED;
- THE BOUNDARIES, AT GROUND LEVEL, OR PROJECTED TO GROUND LEVEL, OF THE EXTREMITIES OF EACH BUILDING OR BUILDING IN COURSE OF ERECTION ON THE PARCEL AND THAT EACH BUILDING OR BUILDING IN COURSE OF ERECTION IS WHOLLY WITHIN THE PARCEL

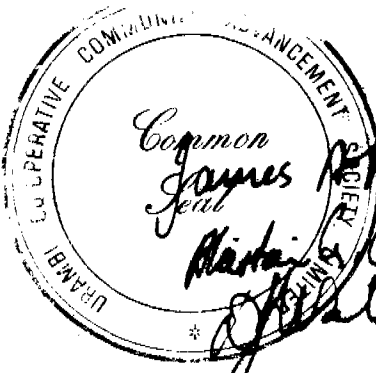
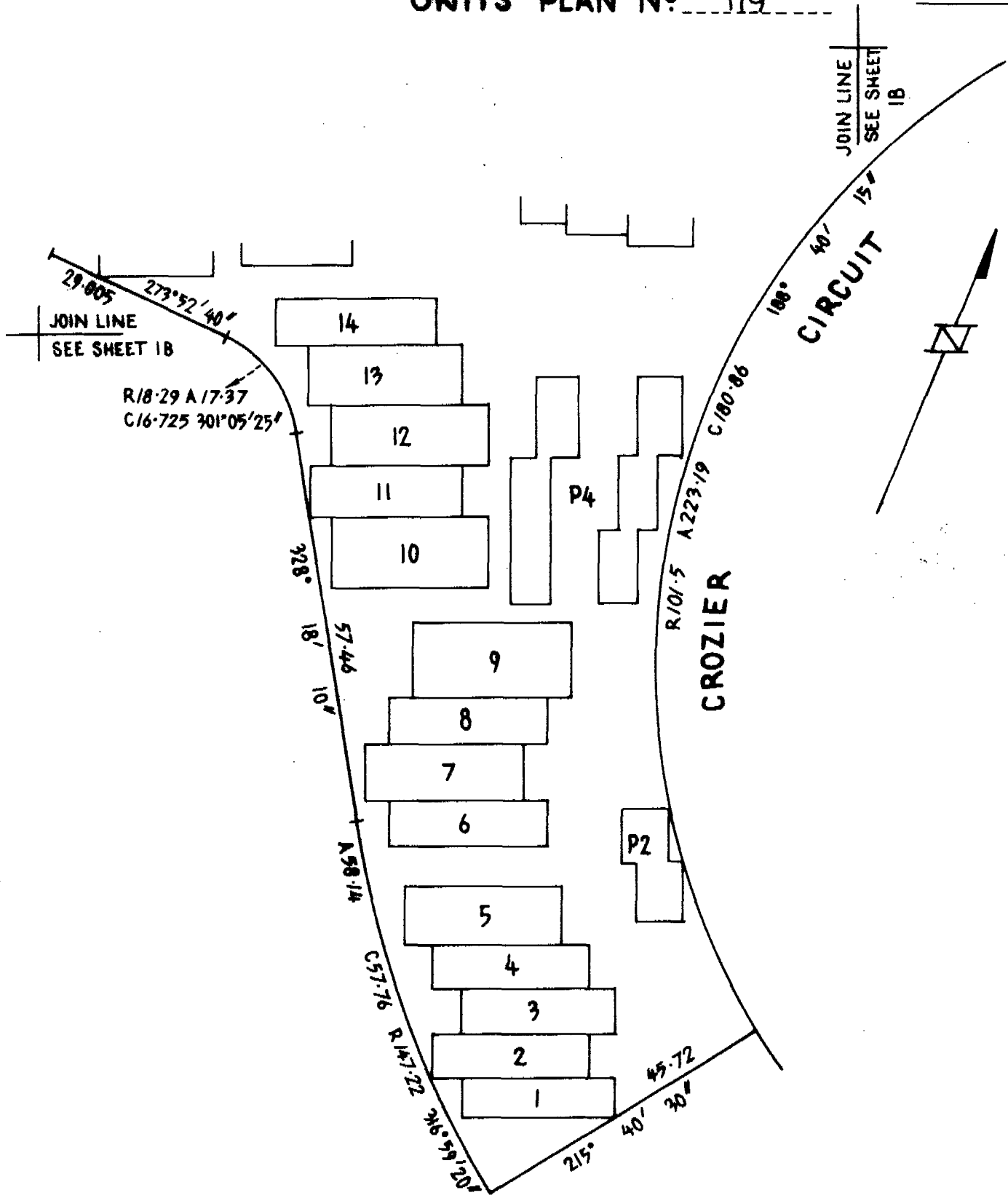
DATED THIS TWENTY THIRD DAY OF JULY, 1976

M. Foxlee
 REGISTERED SURVEYOR

FOR SITE PLAN SEE ATTACHED
 SHEETS NO 1A, 1B, 1C.

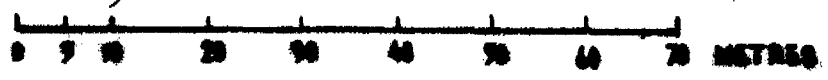
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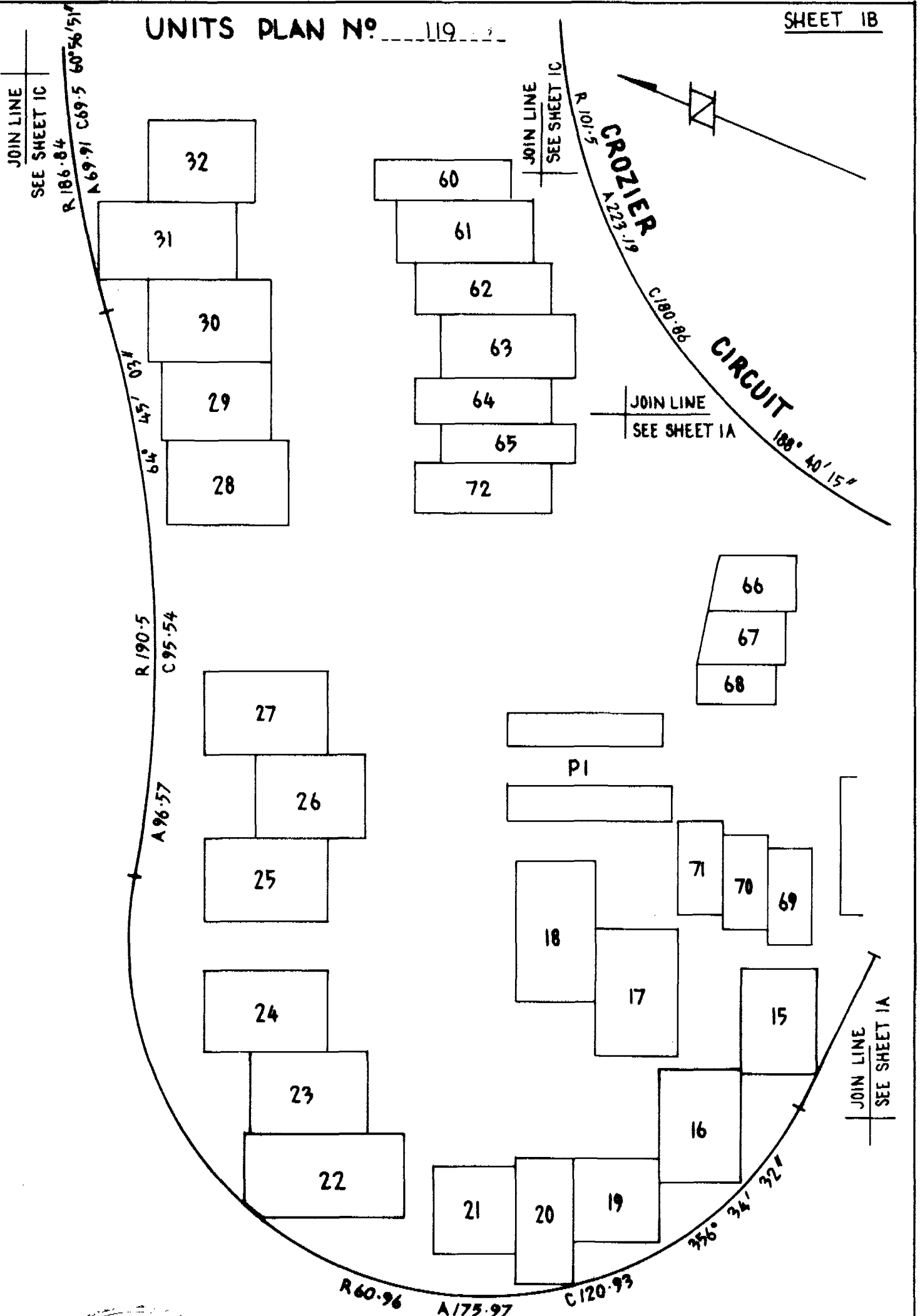
D. Watson (DIRECTOR)
Martin G. Christie (Secretary)
James Abatty (director)
 Applicant



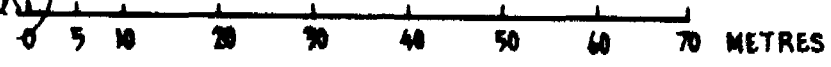
Common
James R. Batty (director)
John
Richard C. C. (Secretary)
John (director)

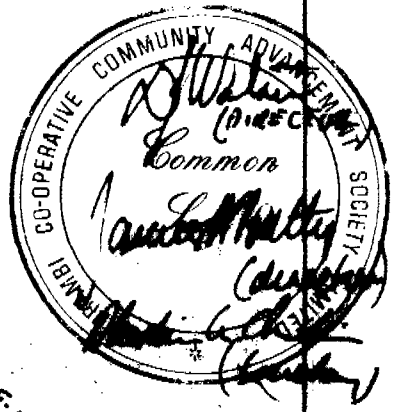
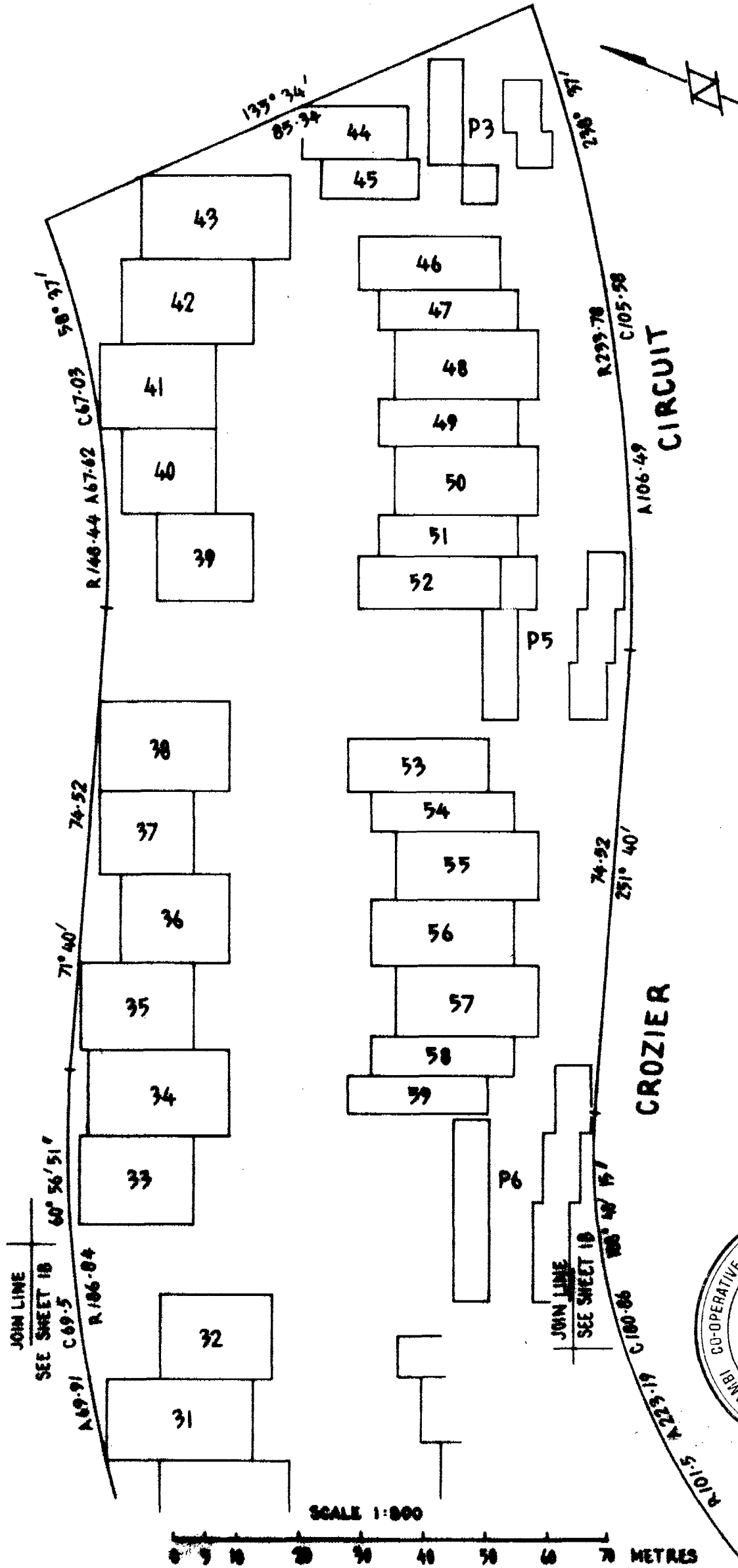
SCALE 1:800





SCALE 1:800





SP

Form 088



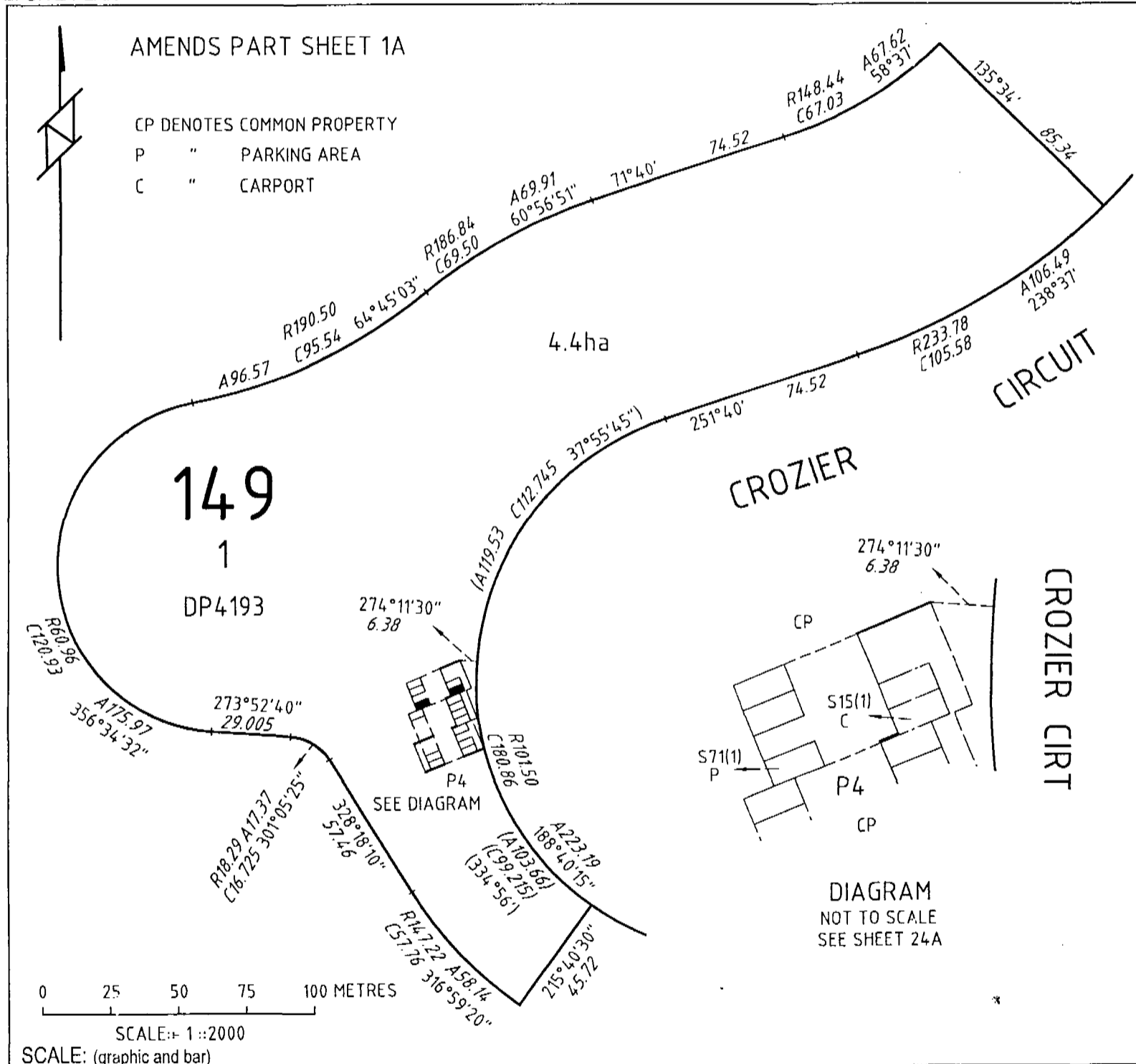
SITE PLAN

1. LAND

District/Division	Section	Block
TUGGERANONG / KAMBAH	149	1

Unit Plan No
119

2. SITE PLAN



3. EXECUTION

<p>Applicant</p>	<p>20.6.2007 Registered Surveyor</p>	<p>Lyn Tankey Delegate of the ACT Planning and Land Authority</p>
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ME Robbins
28/6/07
Uranbi

SP

Form 088



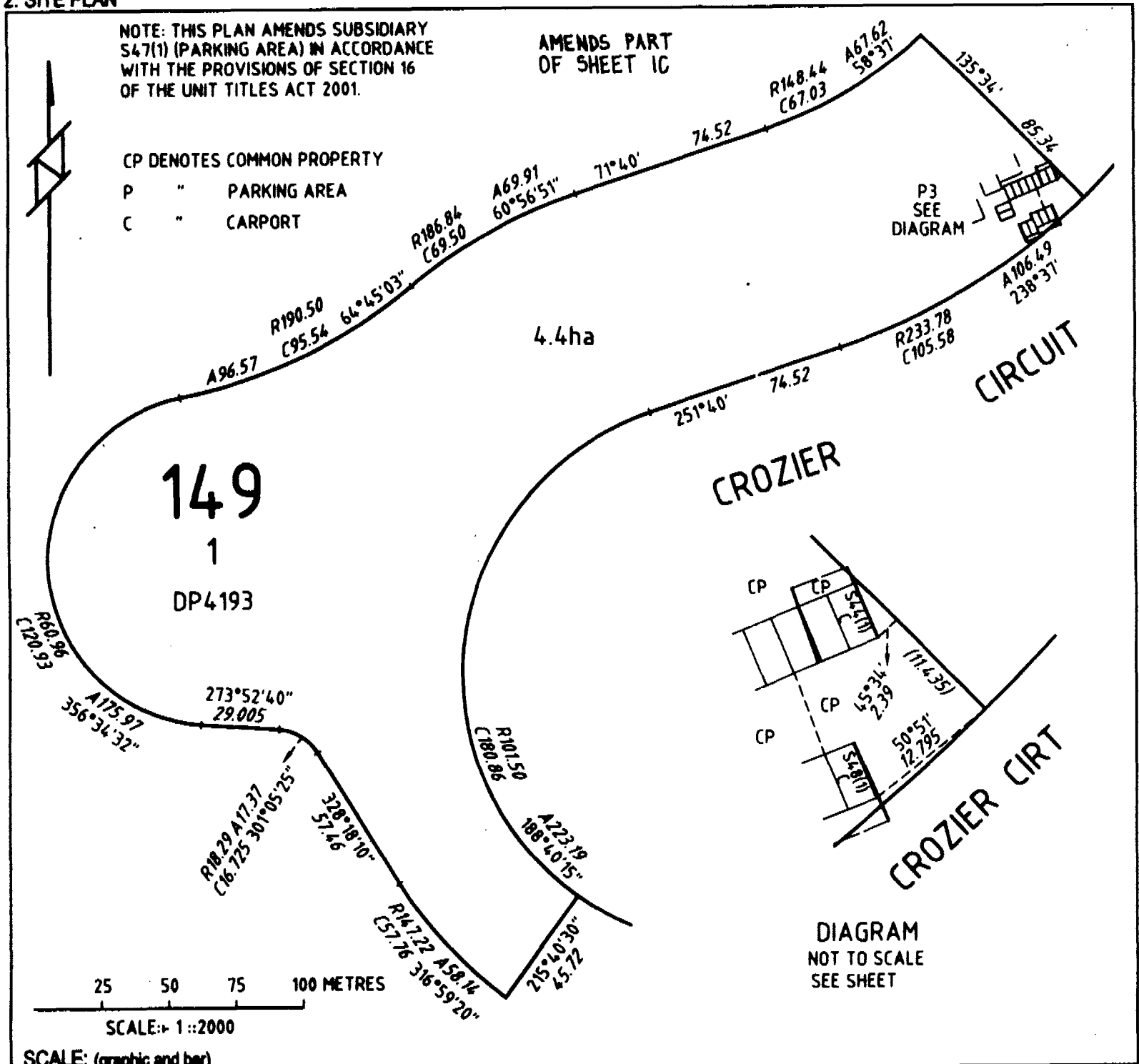
SITE PLAN

1. LAND

District/Division	Section	Block
TUGGERANGONG / KAMBAH	149	1

Unit Plan No
119

2. SITE PLAN



3. EXECUTION

[Signature]
Applicant

[Signature] 12.3.2009
Registered Surveyor

[Signature]
Monica Saad Delegate of the
ACT Planning and Land Authority

FORM 2

Real Property (Unit Titles) Ordinance 1970

UNITS PLAN No. 119

SCHEDULE OF UNIT ENTITLEMENTS

Block 1 Section 149 Division of KAMBAH

Column 1			Column 2	
Unit No.	Unit Entitlement	Unit Subsidiaries	Certificate of Title	
			Volume	Folio
1	6	1	652	1
2	6	1	652	2
3	6	1	652	3
4	6	1	652	4
5	8	1	652	5
6	6	1	652	6
7	8	1	652	7
8	6	1	652	8
9	10	1	652	9
10	8	1	652	10
11	7	1	652	11
12	8	1	652	12
13	8	1	652	13
14	6	1	652	14
15	9	1	652	15
16	9	1	652	16
17	12	1	652	17
18	11	1	652	18

Aggregate

Martin Robinson (Secretary)
James M. Barty (Director)
J. Watson (Applicant)

Column 1 above is the schedule of unit entitlement approved for the subdivision.

Dated this eight day of October 1976

M. J. Henry

Deputy of the Minister of State for the Capital Territory

The Certificate of Title issued for each of the units into which the parcel of land has been sub-divided is as shown in Column 2 above. The Certificate of Title for the common property is Register Book Volume 652 Folio 73.

[Signature]
 Registrar of Titles

FORM 2

Real Property (Unit Titles) Ordinance 1970

UNITS PLAN No. 119

SCHEDULE OF UNIT ENTITLEMENTS

Block 1 Section 149 Division of KAMBAH

Column 1			Column 2	
Unit No.	Unit Entitlement	Unit Subsidiaries	Certificate of Title	
			Volume	Folio
19	8	1	652	19
20	7	1	652	20
21	8	1	652	21
22	12	1	652	22
23	9	1	652	23
24	11	1	652	24
25	11	1	652	25
26	9	1	652	26
27	11	1	652	27
28	11	1	652	28
29	10	1	652	29
30	11	1	652	30
31	11	1	652	31
32	9	1	652	32
33	9	1	652	33
34	12	1	652	34
35	9	1	652	35
36	9	1	652	36

Aggregate

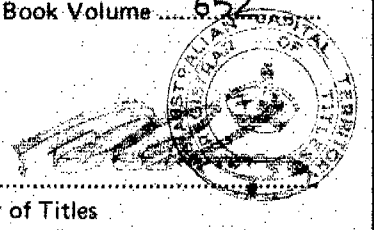
Comm. Clerk (Secretary)
James H. Walker (Director)
 Applicant
J. W. ... (Director)

Column 1 above is the schedule of unit entitlement approved for the subdivision.

Dated this eighth day of October 19 76

M. J. Henry
 Deputy of the Minister of State for the Capital Territory

The Certificate of Title issued for each of the units into which the parcel of land has been sub-divided is as shown in Column 2 above. The Certificate of Title for the common property is Register Book Volume 652 Folio 73.



Registrar of Titles

FORM 2

Real Property (Unit Titles) Ordinance 1970

UNITS PLAN No. 119

SCHEDULE OF UNIT ENTITLEMENTS

Block 1 Section 149 Division of KAMBAH

Column 1			Column 2	
Unit No.	Unit Entitlement	Unit Subsidiaries	Certificate of Title	
			Volume	Folio
37	8	1	652	37
38	11	1	652	38
39	8	1	652	39
40	8	1	652	40
41	9	1	652	41
42	11	1	652	42
43	12	1	652	43
44	8	1	652	44
45	6	1	652	45
46	8	1	652	46
47	6	1	652	47
48	10	1	652	48
49	7	1	652	49
50	10	1	652	50
51	6	1	652	51
52	8	1	652	52
53	8	1	652	53
54	6	1	652	54

Aggregate

Comm. Mark... (Secretary)
James R. ... (Applicant)
Director (Director)

Column 1 above is the schedule of unit entitlement approved for the subdivision.

Dated this eight day of October, 1976

M. J. Henry
 Deputy of the Minister of State for the Capital Territory

The Certificate of Title issued for each of the units into which the parcel of land has been sub-divided is as shown in Column 2 above. The Certificate of Title for the common property is Register Book Volume 652 Folio 73.

[Signature]
 Registrar of Titles

FORM 2

Real Property (Unit Titles) Ordinance 1970

UNITS PLAN No. 119

SCHEDULE OF UNIT ENTITLEMENTS

Block 1 Section 149 Division of KAMBAH

Column 1			Column 2	
Unit No.	Unit Entitlement	Unit Subsidiaries	Certificate of Title	
			Volume	Folio
55	10	1	652	55
56	10	1	652	56
57	10	1	652	57
58	6	1	652	58
59	6	1	652	59
60	6	1	652	60
61	10	1	652	61
62	8	1	652	62
63	10	1	652	63
64	7	1	652	64
65	6	1	652	65
66	8	1	652	66
67	8	1	652	67
68	6	1	652	68
69	6	1	652	69
70	8	1	652	70
71	6	1	652	71
72	8	1	652	72

Aggregate 606 72

Common
Sp. Mandar G. Chiohi (Secretary)
James W. Miller (Director)
W. Nathan (Director)
 Applicant

Column 1 above is the schedule of unit entitlement approved for the subdivision.

Dated this eight day of October, 1979

M. J. Henry
 Delegate of the Minister of State for the Capital Territory

The Certificate of Title issued for each of the units into which the parcel of land has been sub-divided is as shown in Column 2 above. The Certificate of Title for the common property is Register Book Volume 652 Folio 73.

[Signature]
 Registrar of Titles

FORM 3

Real Property (Unit Titles) Ordinance 1970

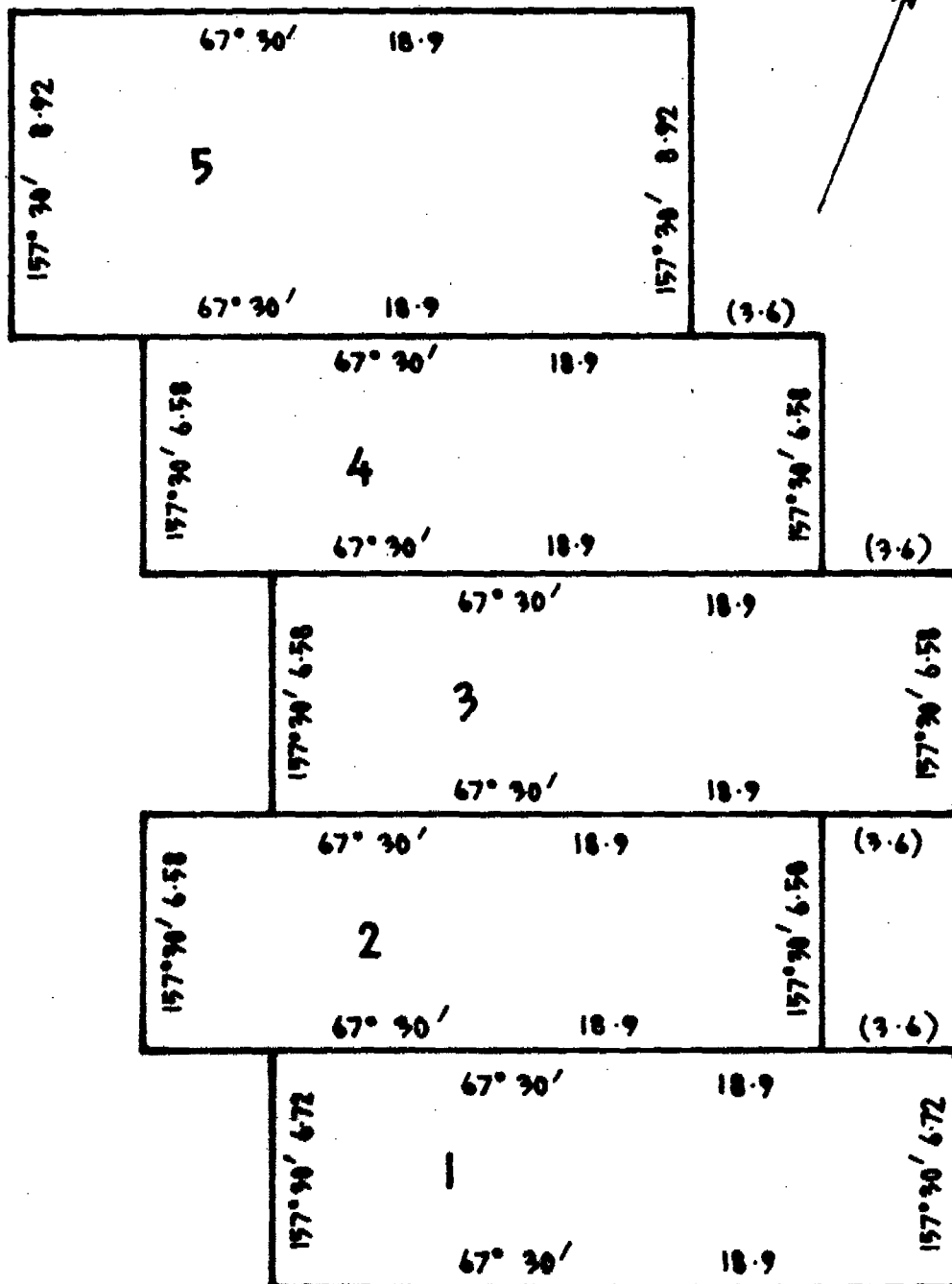
UNITS PLAN No. 119

Block *K*, Section 149, Division of KAMBAH

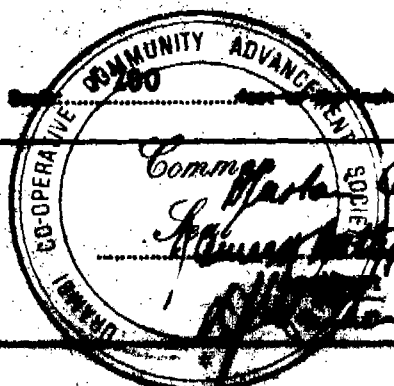
FLOOR PLAN

(1) GROUND CLASS 'B'

(1) Number of floor



SCALE 1:200



H. J. Danroy
 Minister of State for the Capital Territory

FORM 3

Real Property (Unit Titles) Ordinance 1970

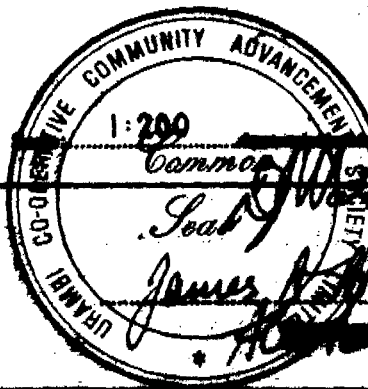
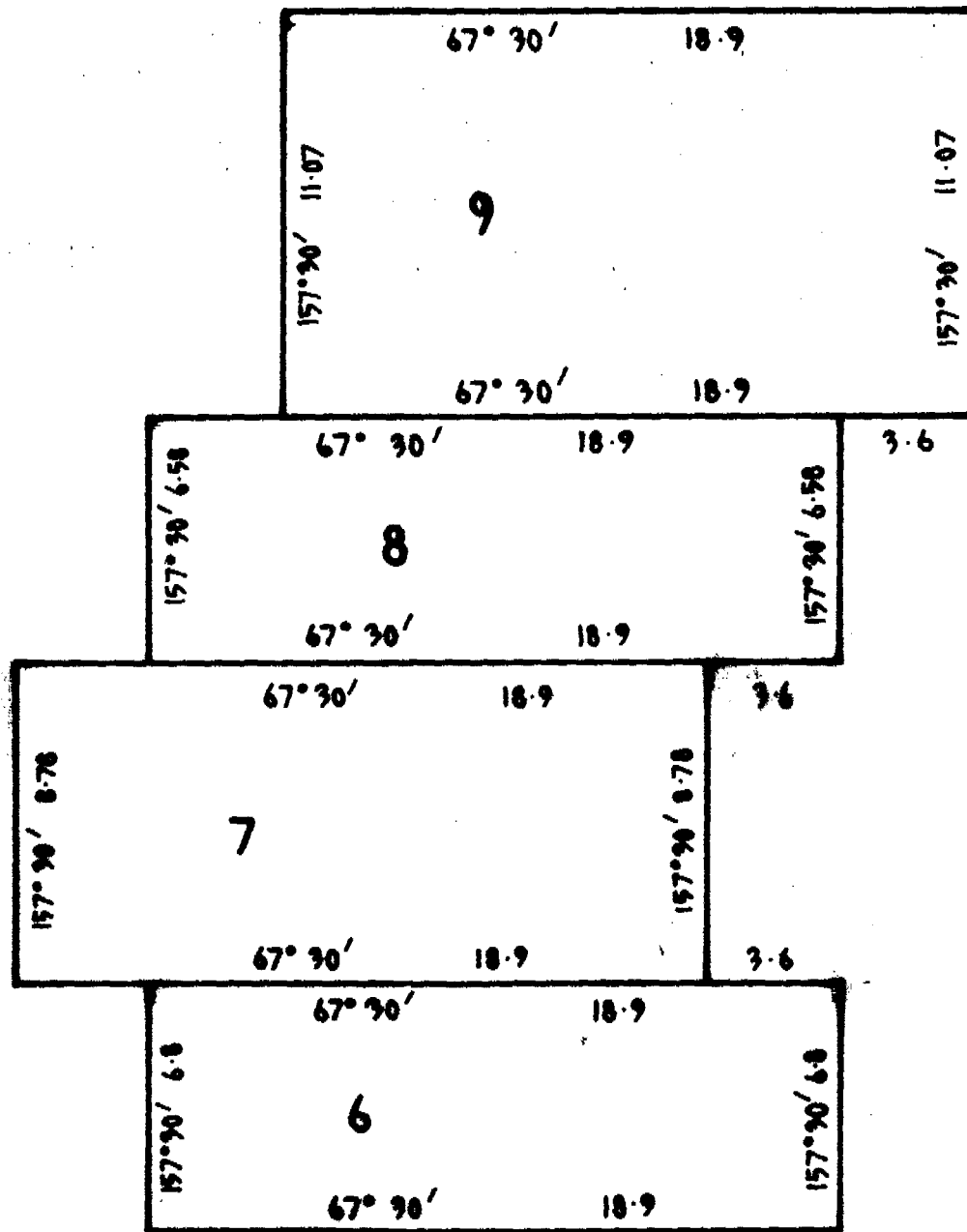
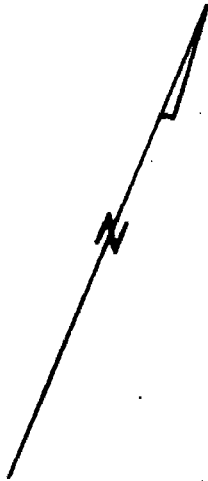
UNITS PLAN No. 119

Block **1**, Section **149**, Division of **KAMBAH**

FLOOR PLAN

(1) **GROUND**
CLASS 'B'

(1) Number of floor



James N. Pathy (DIRECTOR)
James N. Pathy (DIRECTOR)
Chitra (SECRETARY)

Minister of State for the Capital Territory

FORM 3

Real Property (Unit Titles) Ordinance 1970

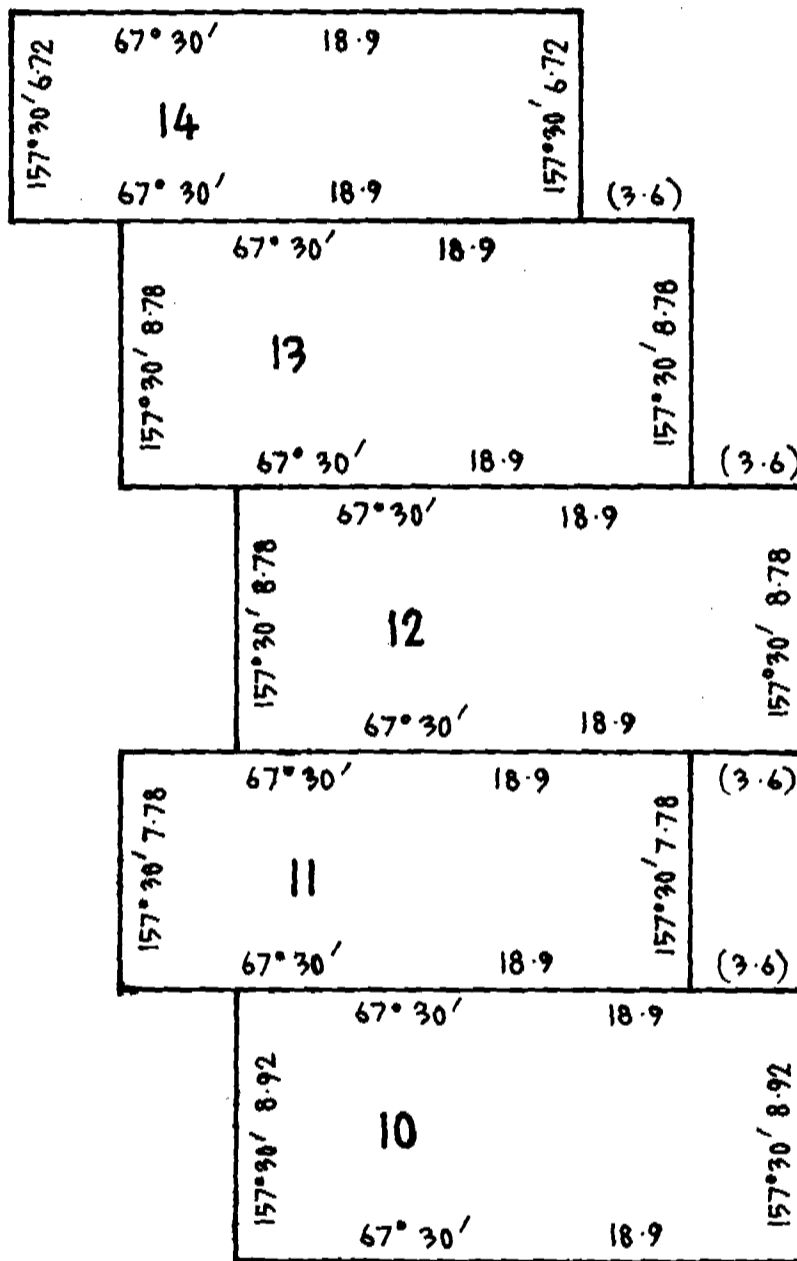
UNITS PLAN No. 119

Block 1 Section 149 Division of KAMBAH

FLOOR PLAN

(1) GROUND
CLASS 'B'

(1) Number of floor



SCALE 1:250

Scale: 1:250 feet to the inch.

0 5 10 15 20 METRES

Martin G. Chikri (Secretary)
James H. Hatty (DIRECTOR)
J. Watson (DIRECTOR)

M. J. Henry
 Deputy of the Minister of State for the Capital Territory

SCALE 1:400

0 5 10 20 30 METRES



Martin G. Chikri (Secretary)
James H. Hatty (DIRECTOR)
J. Watson (DIRECTOR)

M. J. Henry
 Deputy of the Minister of State for the Capital Territory

FORM 3

Real Property (Unit Titles) Ordinance 1970

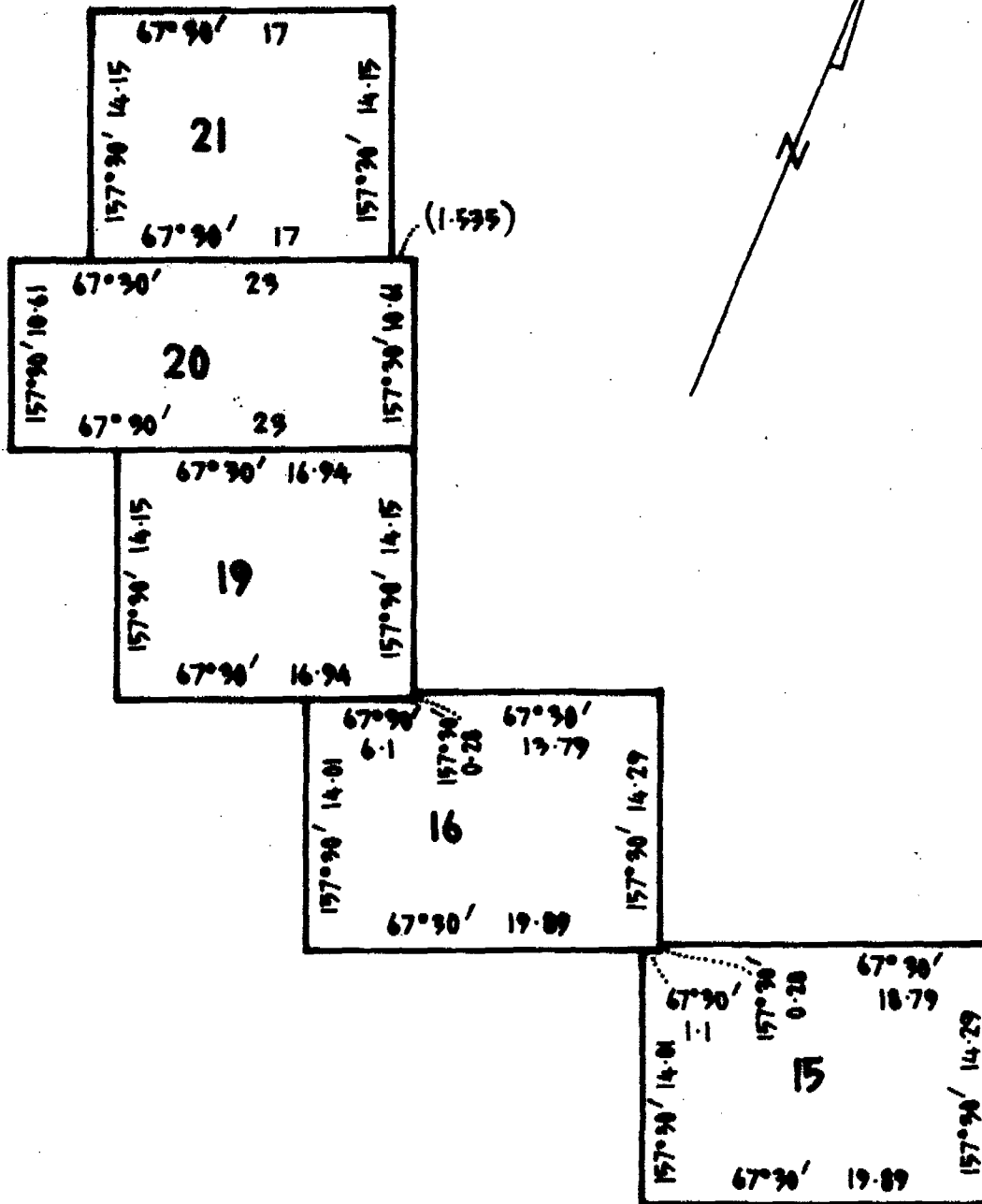
UNITS PLAN No. 119

Block / Section 149 Division of KAMBAH

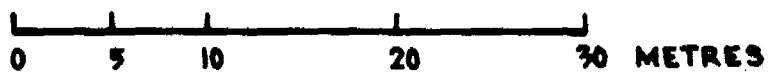
FLOOR PLAN

(1) GROUND CLASS 'B'

(1) Number of floor



SCALE 1:400



Seal Master G. Chitri (Secretary)
 (Director)
 (Director)

M. J. Henry
 Minister of State for the Capital Territory

FORM 3

Real Property (Unit Titles) Ordinance 1970

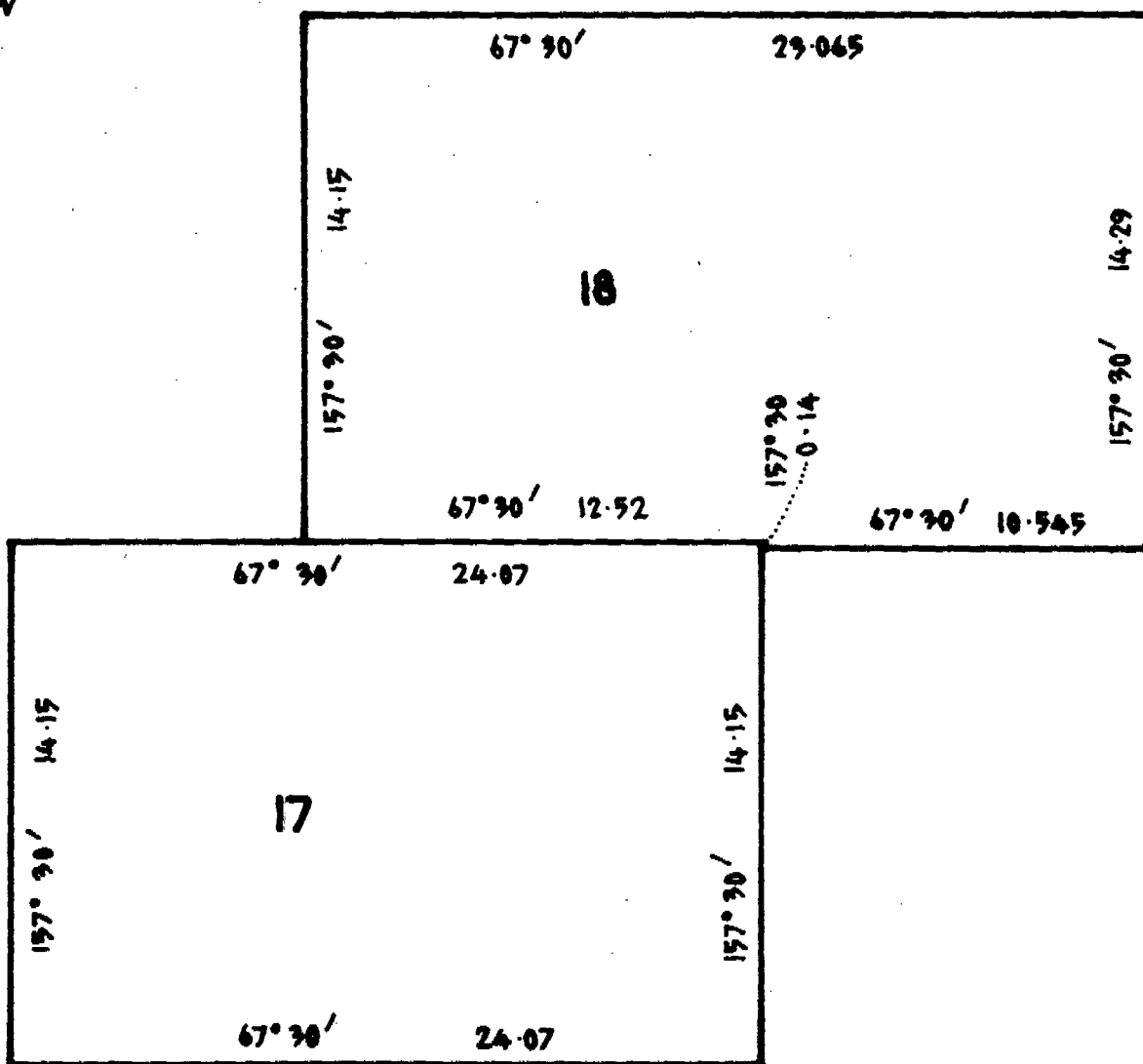
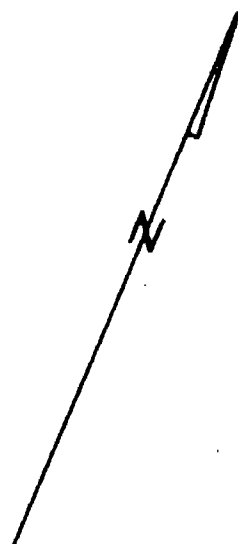
UNITS PLAN No. 119

Block 1, Section 149, Division of KAMBAH

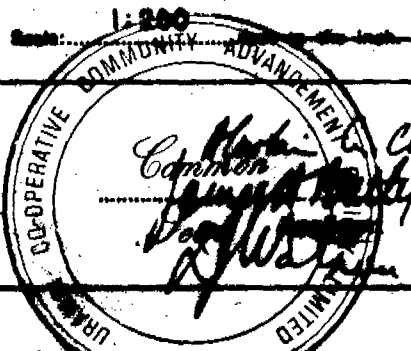
FLOOR PLAN

(1) GROUND CLASS 'B'

(1) Number of floor



SCALE 1:200



Chidi (Secretary)
James (PROVOC)
(DIRECTOR)

Minister of State for the Capital Territory

FORM 3

Real Property (Unit Titles) Ordinance 1970

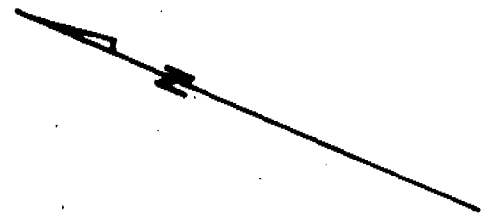
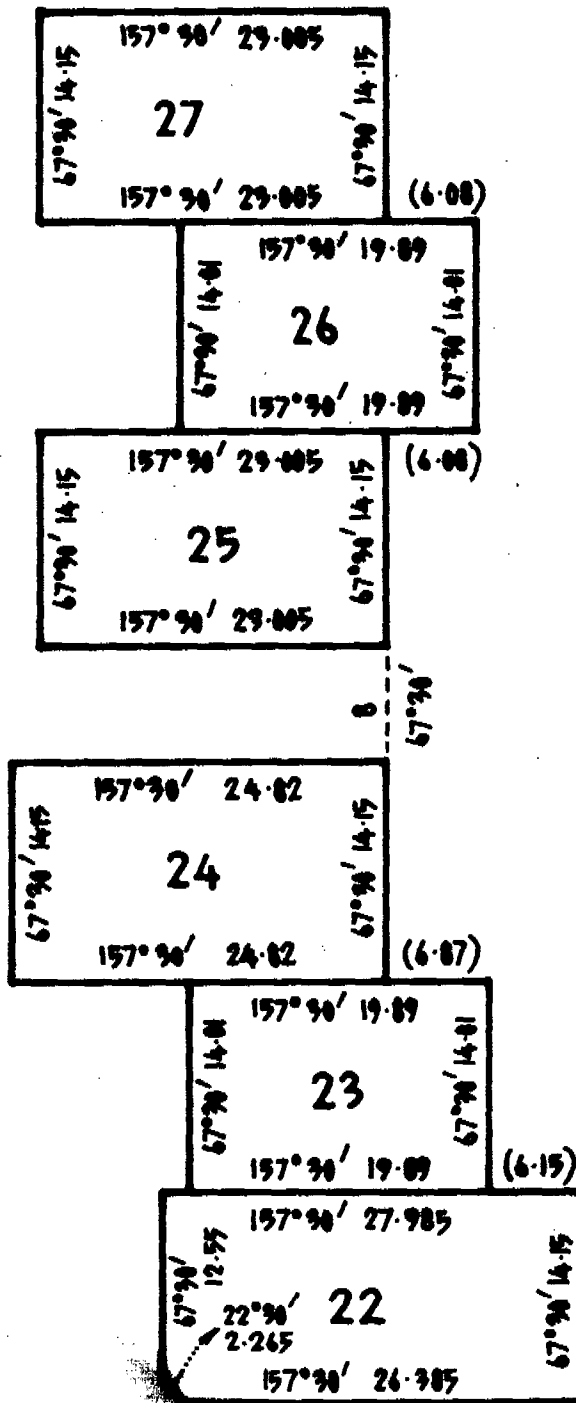
UNITS PLAN No. 119

Block 1 Section 149 Division of KAMBAH

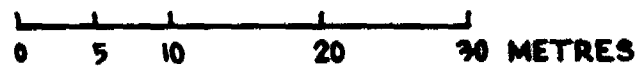
FLOOR PLAN

(1) GROUND
CLASS 'B'

(1) Number of floor



SCALE 1:500



Harold G. Christie (Secretary)
James D. Betty (Manager)
[Signature] (DIRECTOR)

[Signature]
Minister of State for the Capital Territory

FORM 3

Real Property (Unit Titles) Ordinance 1970

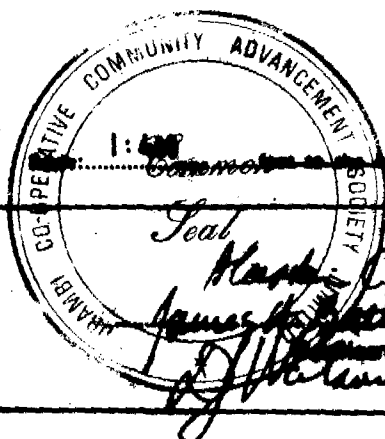
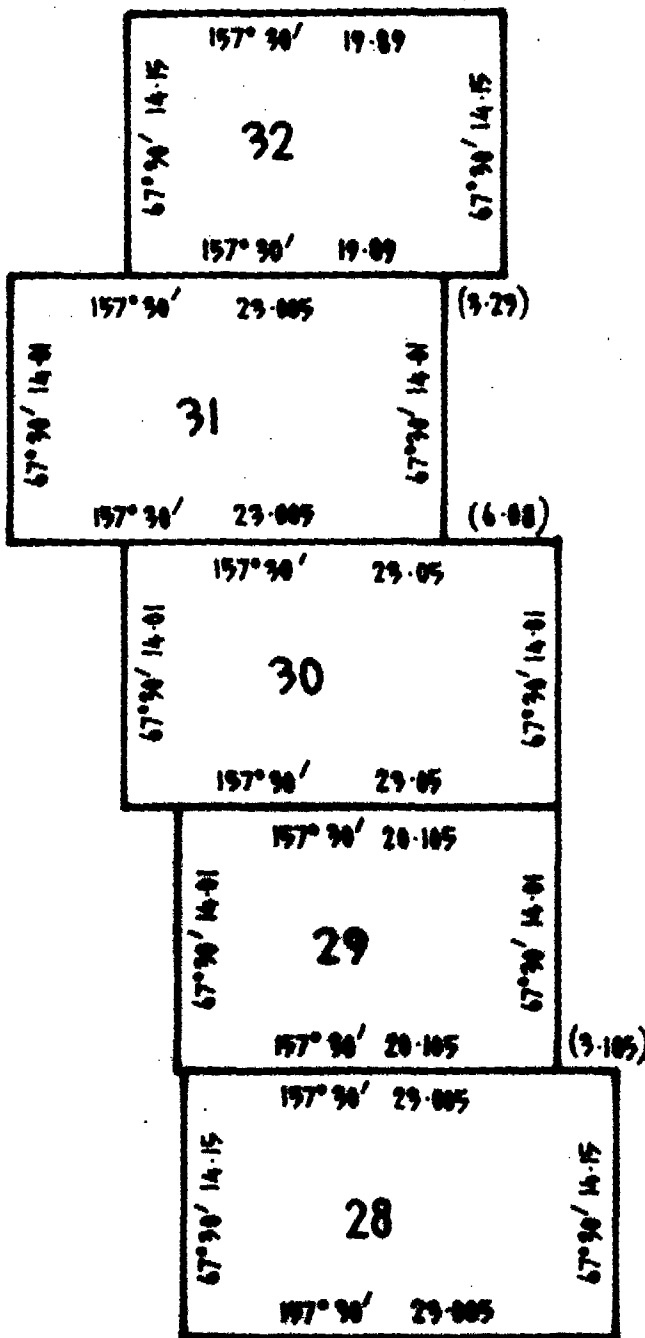
UNITS PLAN No. 119

Block 1 Section 149 Division of KAMBAH

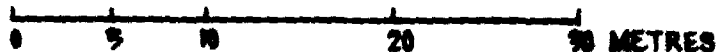
FLOOR PLAN

(1) GROUND CLASS 'B'

(1) Number of floor



SCALE 1:400



James H. Chit (DIRECTOR)
James H. Chit (DIRECTOR)
J. H. Chit (DIRECTOR)

H. J. Henry
 Minister of State for the Capital Territory

FORM 3

Real Property (Unit Titles) Ordinance 1979

UNITS PLAN No. 119

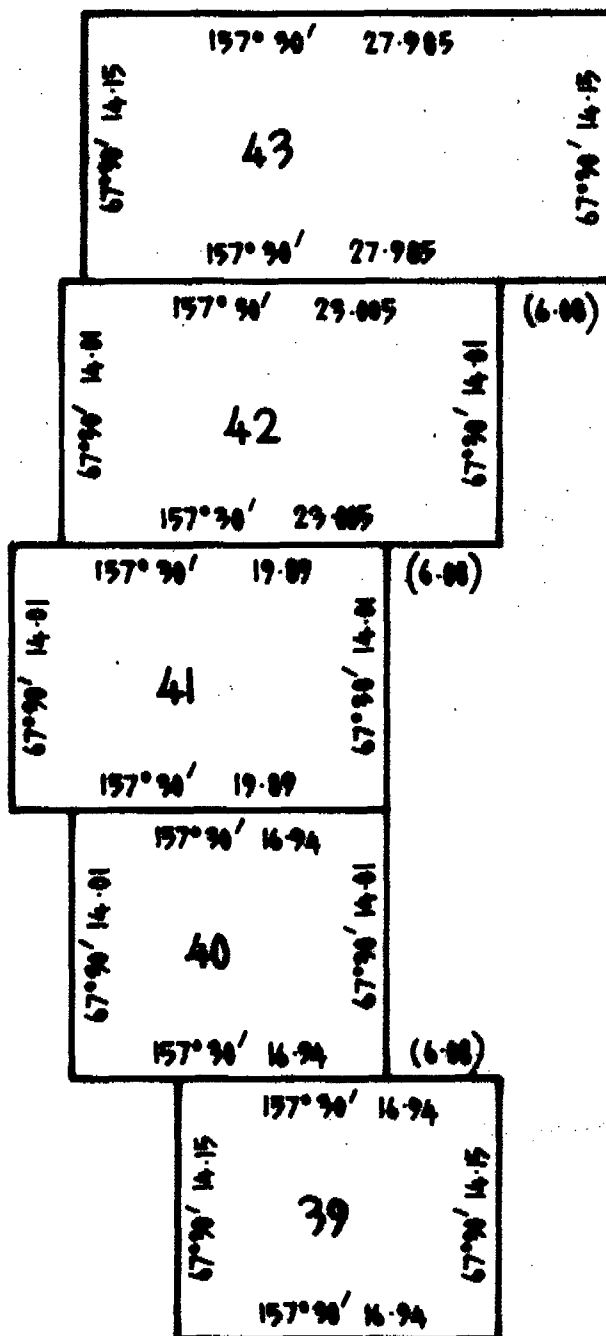
Block 1 Section 149 Division of KAMBAH

FLOOR PLAN

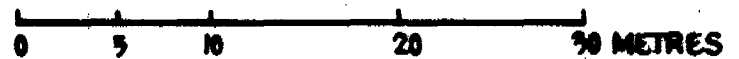
(1) **GROUND**
CLASS 'B'



(1) Number of floor



SCALE 1:400



Marking P. Chit (Secretary)
James M. Batty (Chairman)
(Signature)

(Signature)
 Deputy of the Minister of Lands for the Capital Territory

FORM 3

Real Property (Unit Titles) Ordinance 1970

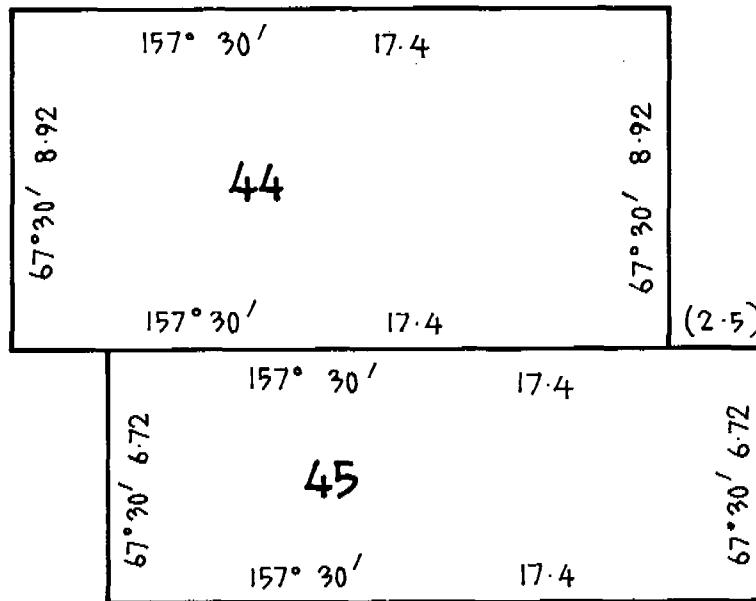
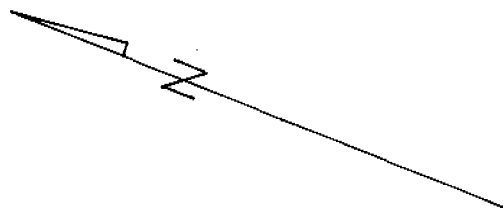
UNITS PLAN No. 119

Block 1 Section 149 Division of KAMBAH

FLOOR PLAN

(1) GROUND
CLASS 'B'

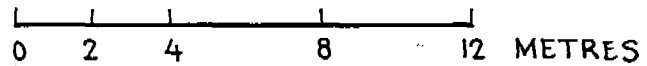
(1) Number of floor



(2-5)

SCALE 1:200

Scale: 1:200 feet to the inch



Markie C. Christie (Secretary)
James H. Batty (DIRECTOR)
 Applicant
J. Watson (DIRECTOR)

M. J. Henry
 Minister of State for the Capital Territory

FORM 3

Real Property (Unit Titles) Ordinance 1970

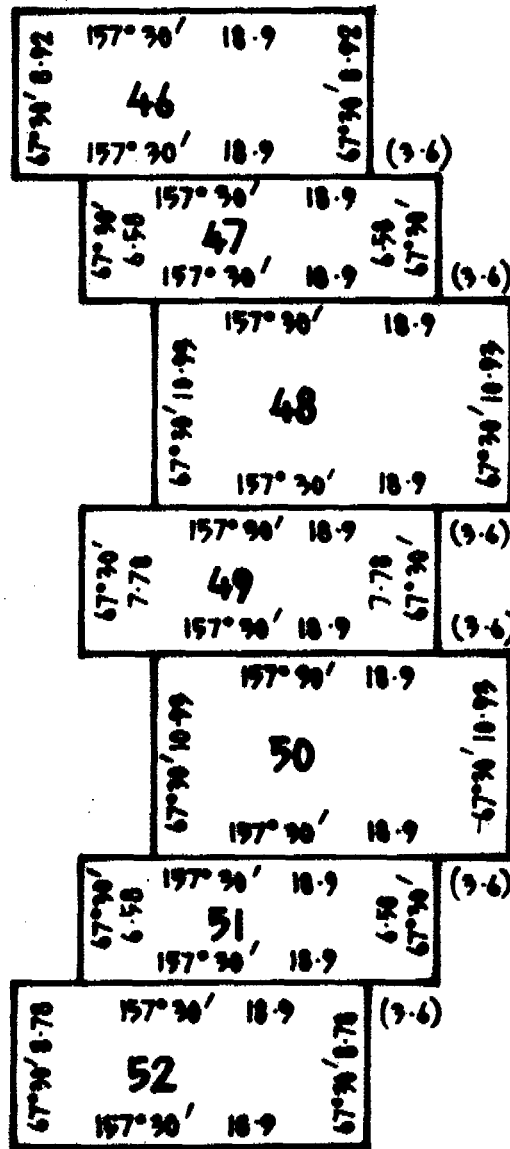
UNITS PLAN No. 119

Block / Section 149 Division of KAMBAH

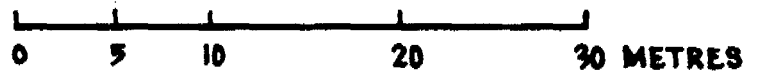
FLOOR PLAN

(1) GROUND CLASS 'B'

(1) Number of floor



SCALE 1:400



James G. Chidi (Secretary)
James G. Chidi (DIRECTOR)
James G. Chidi (DIRECTOR)

To: J. Henry
Minister of State for the Capital Territory

FORM 3

Real Property (Unit Titles) Ordinance 1970

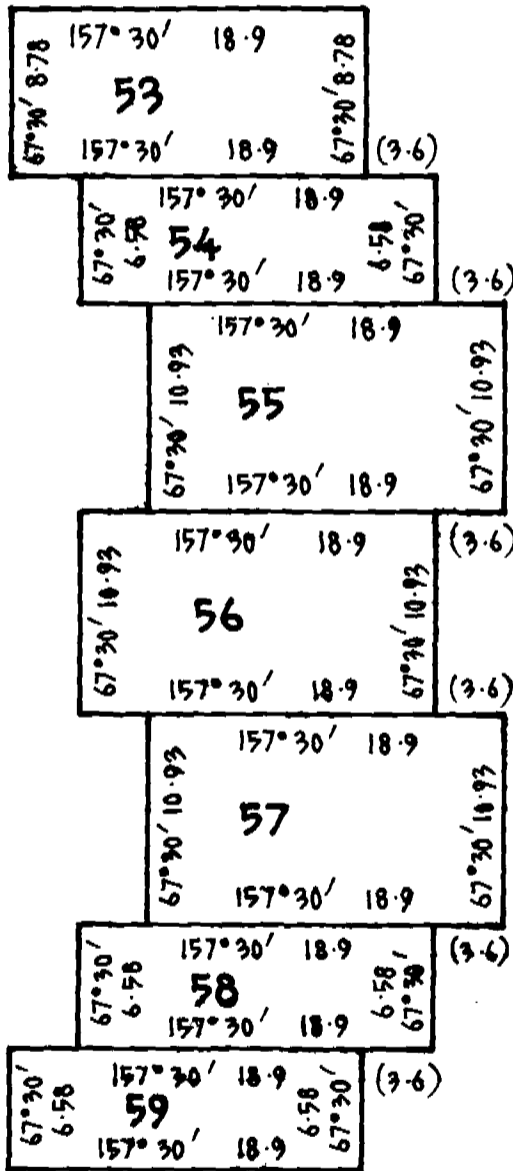
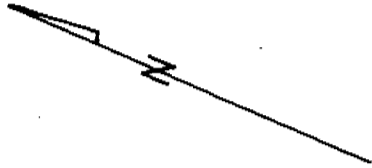
UNITS PLAN No. 149

Block 1, Section 149, Division of KAMBAH

FLOOR PLAN

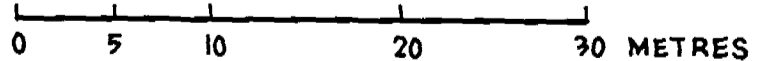
(1) GROUND
CLASS 'B'

(1) Number of floor



SCALE 1:400

Scale: 1:400 feet to the inch.



Martin G. Christie (Secretary)
James A. Shetty (DIRECTOR)
J. Watson (DIRECTOR)

M. J. Henry
 Deputy Minister of State for the Capital Territory

FORM 3

Real Property (Unit Titles) Ordinance 1970

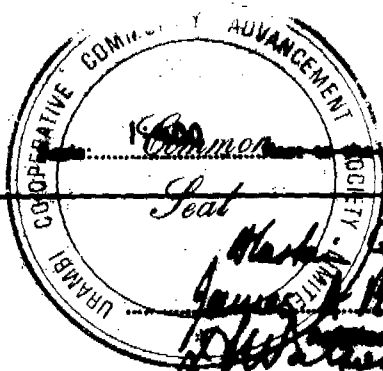
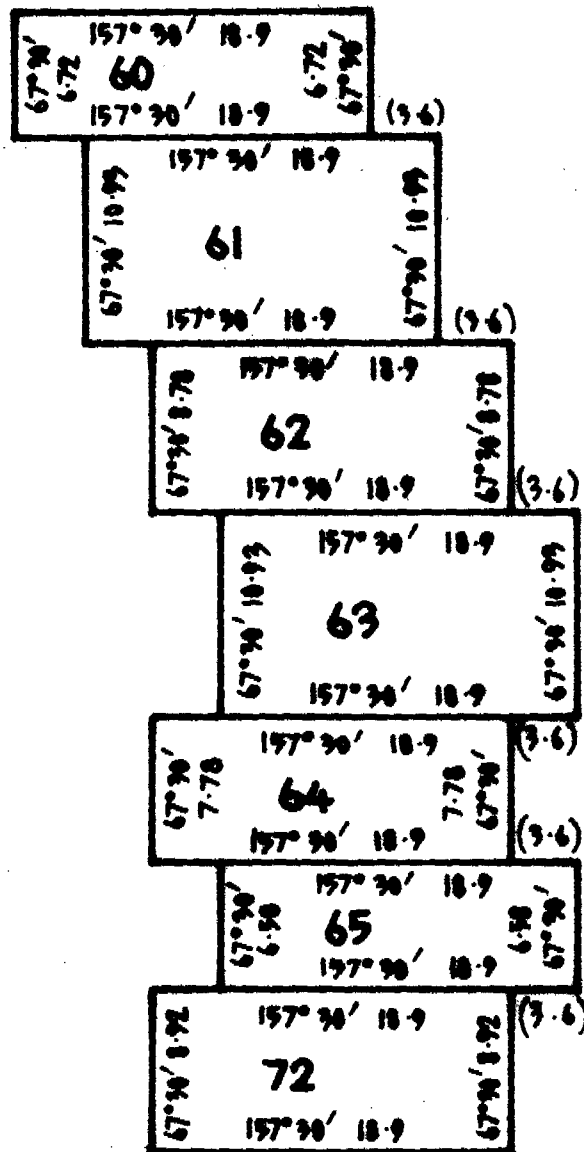
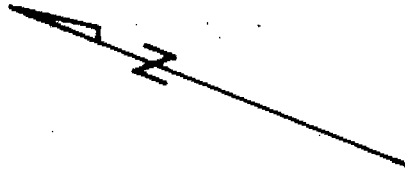
UNITS PLAN No. 119

Block 1 Section 149 Division of KAMBAH

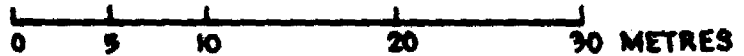
FLOOR PLAN

(1) GROUND
CLASS 'B'

(1) Number of floor



SCALE 1:400



Markus P. Chishi (Secretary)
James K. Betty (Director)
[Signature] (Director)

L. J. Harvey
 Minister of State for the Capital Territory

FORM 3

Real Property (Unit Titles) Ordinance 1970

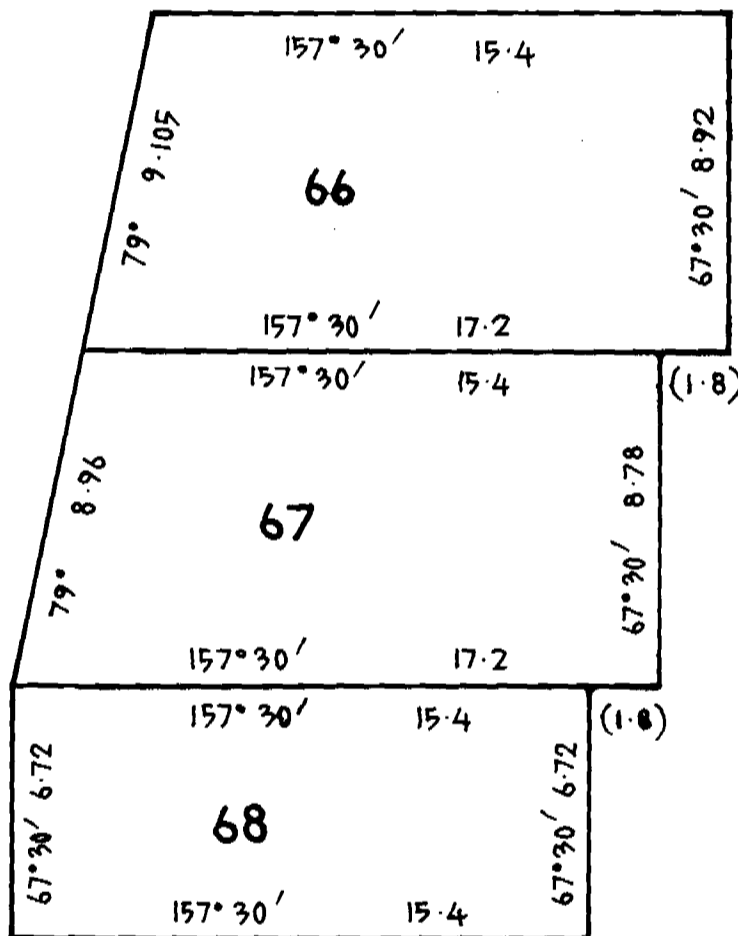
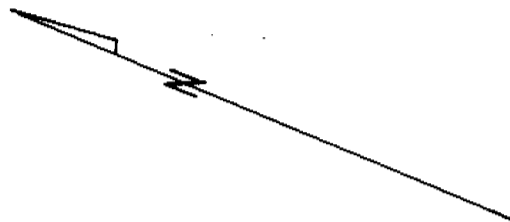
UNITS PLAN No. 119

Block 1, Section 149, Division of KAMBAH

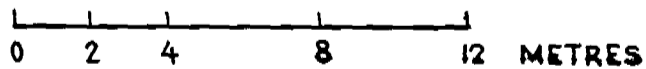
FLOOR PLAN

(1) GROUND CLASS 'B'

(1) Number of floor



SCALE 1:200

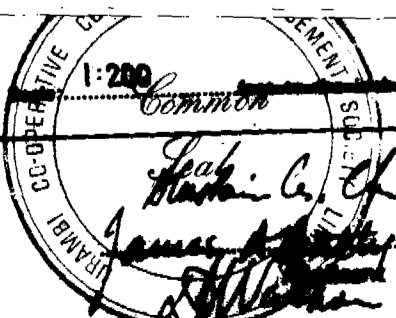


Scale: 1:200 feet to the inch

Handwritten signatures of Martin G. Chidi (Secretary), James A. Betty (DIRECTOR), and J. Walker (DIRECTOR).

Handwritten signature of the Minister of State for the Capital Territory.

SCALE 1:200



Handwritten signatures of Martin G. Chidi (Secretary), James A. Betty (DIRECTOR), and J. Walker (DIRECTOR).

Handwritten signature of the Minister of State for the Capital Territory.

FORM 3

Real Property (Unit Titles) Ordinance 1970

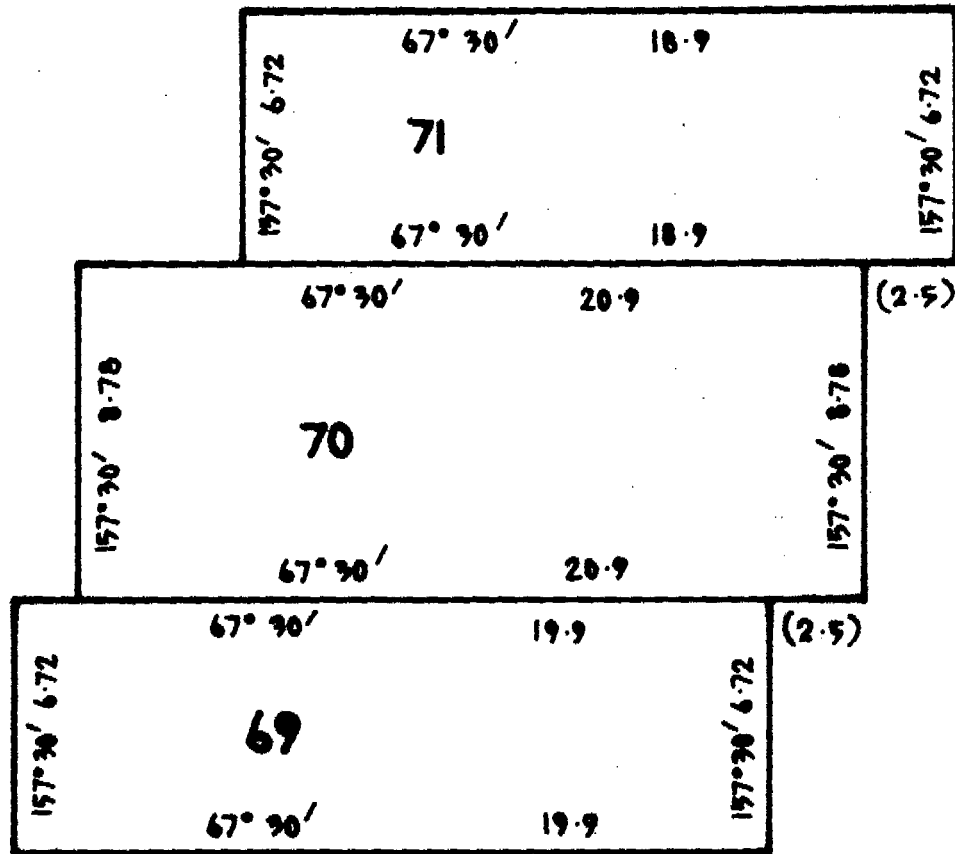
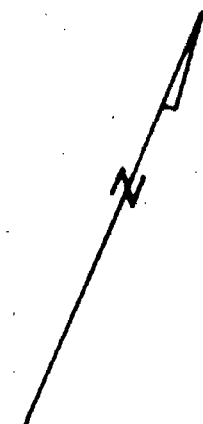
UNITS PLAN No. 119

Block 1 Section 149 Division of KAMBAH

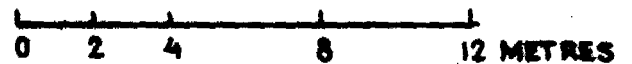
FLOOR PLAN

GROUND CLASS 'B'

(1) Number of floor



SCALE 1:200



Seal *Mark C. Chil (Secretary)*
James Mathy (Manager)
Watson (Director)

H. J. Harvey
Minister of State for the Capital Territory

FORM 3

Real Property (Unit Titles) Ordinance 1970

UNITS PLAN No. 119

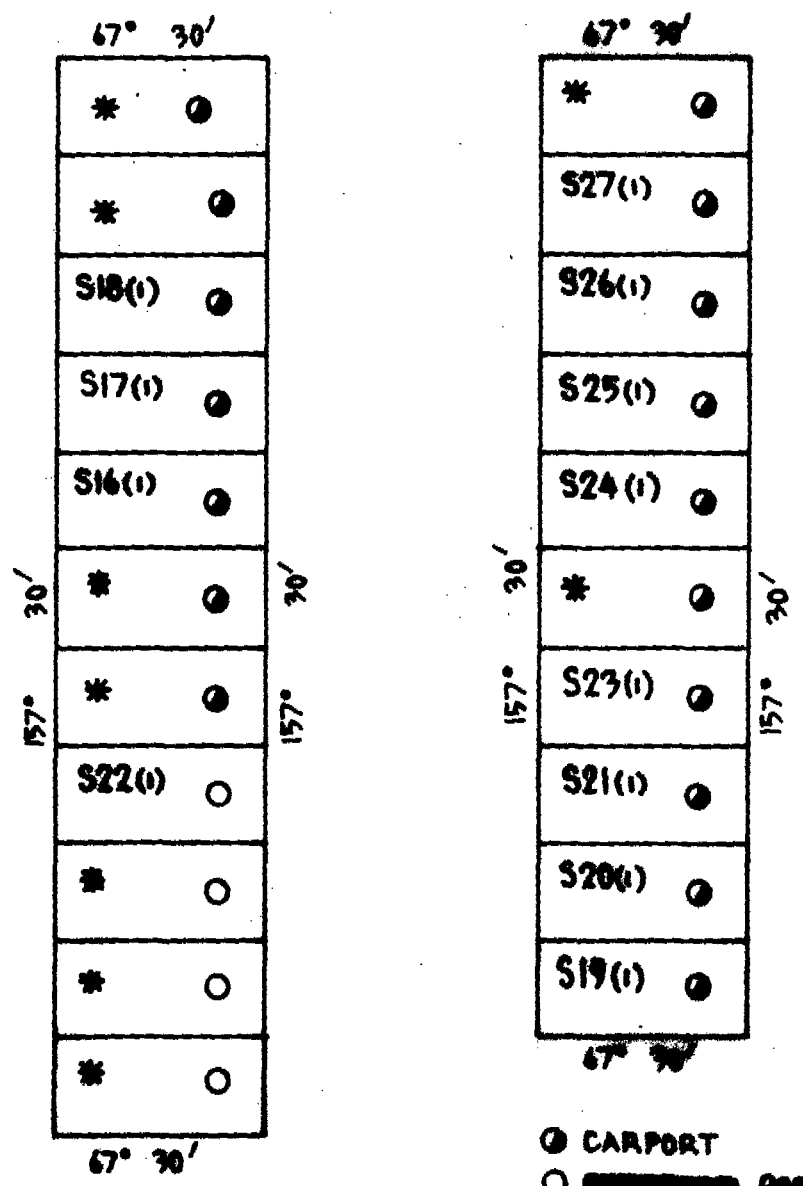
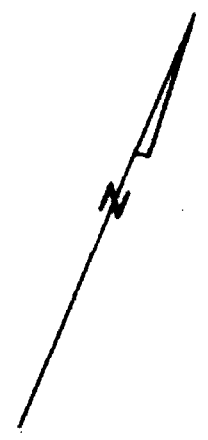
Block 1, Section 149, Division of KAMBAH

FLOOR PLAN

(1) GROUND
~~UNIT~~ UNIT SUBSIDIARIES

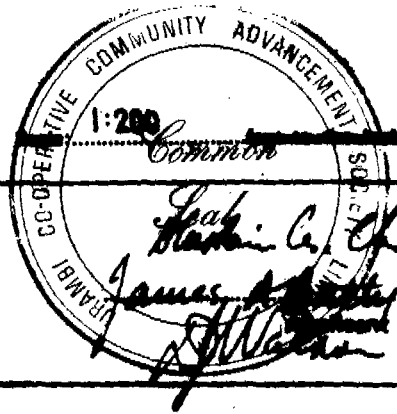
(1) Number of floor

NOTE ALL CARPORTS AND ~~PARKING AREAS~~ **P 1**
~~AREAS~~ SHOWN HEREON
ARE RECTANGULAR AND MEASURE 5.5 x 2.585
AND EACH AREA EQUALS 14.22 m²



● CARPORT
 ○ ~~PARKING AREA~~
 * COMMON PROPERTY

SCALE 1:200



[Signature]
 Minister of State for the Capital Territory

FORM 3

Real Property (Unit Titles) Ordinance 1970

UNITS PLAN No. 119

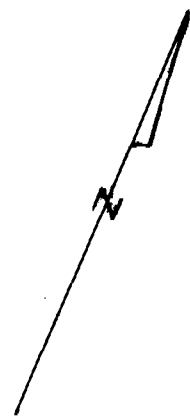
Block 1, Section 149, Division of KAMBAH

FLOOR PLAN

(1) GROUND

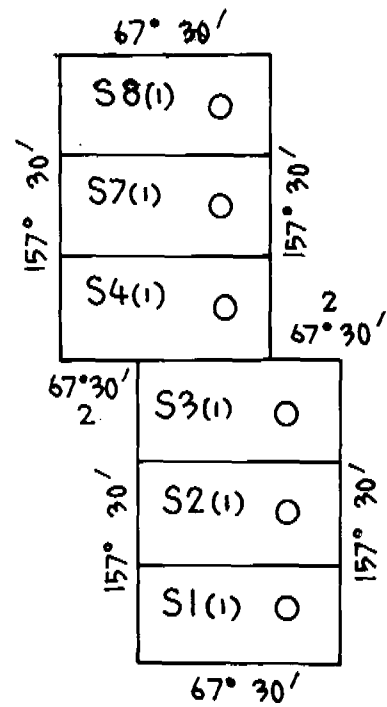
~~UNIT~~ UNIT SUBSIDIARIES

P 2



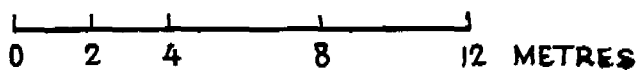
(1) Number of floor

NOTE ALL ~~PARKING AREAS~~ SHOWN HEREON ARE RECTANGULAR AND MEASURE 5.5 X 2.75 AND EACH AREA EQUALS 15.12m²



~~PARKING AREA~~

SCALE 1:200



1:200

Mustafa C. Chiridi (Secretary)
James A. Betty (DIRECTOR)
A. Wilson (DIRECTOR)

M. J. Henry
Minister of State for the Capital Territory

FORM 3

Real Property (Unit Titles) Ordinance 1970

UNITS PLAN No. 119

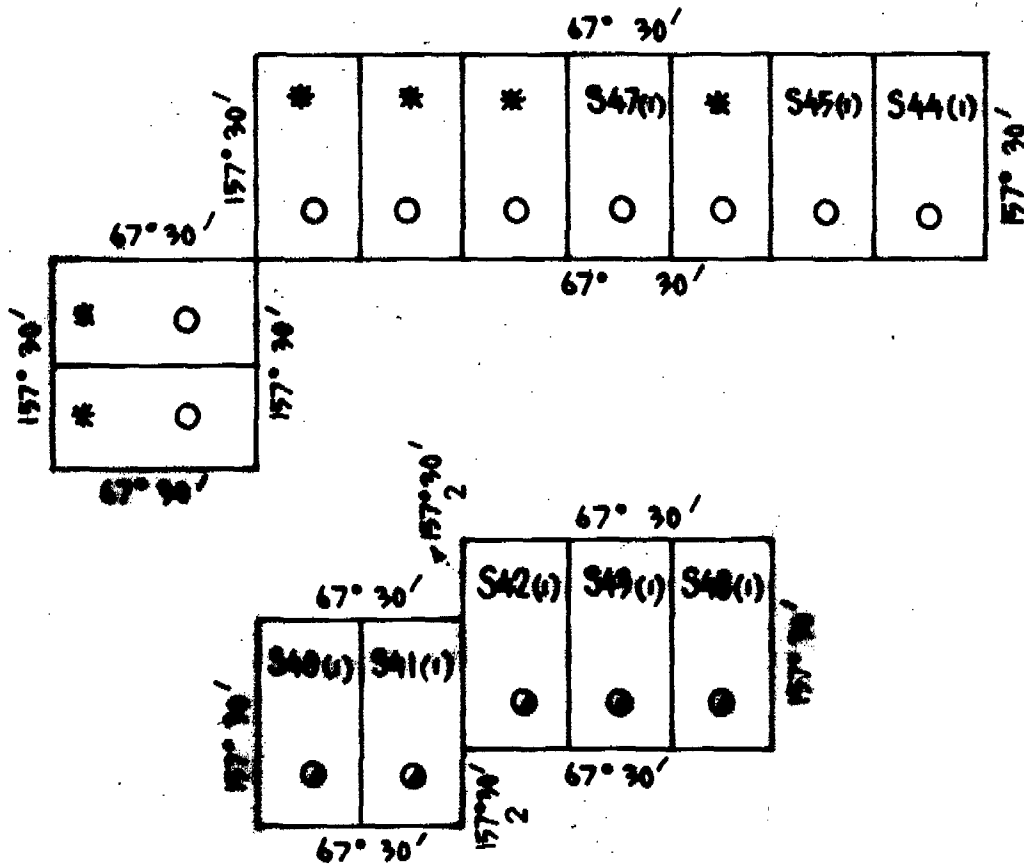
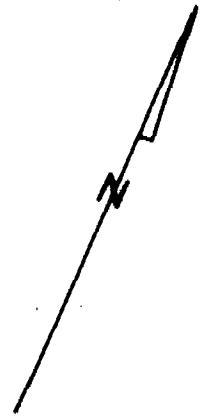
Block 1, Section 149, Division of KAMBAH

FLOOR PLAN

(1) **GROUND**

~~UNIT~~ UNIT SUBSIDIARIES

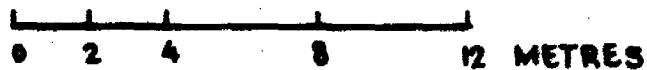
P 3



NOTE ALL CARPORTS AND PARKING AREAS SHOWN HEREON ARE RECTANGULAR AND MEASURE 9.5 X 2.75 AND EACH AREA EQUALS 15.875 m²

- CARPORT
- ~~UNIT~~ PARKING AREA
- * COMMON PROPERTY

SCALE 1:200



Chidi (Secretary)
Director
(Name)

Minister of State for the Capital Territory

(1) Number of floor

FP

Form 091



FLOOR PLAN

1. LAND

District/Division	Section	Block
TUGGERANGONG / KAMBAH	149	1

Unit Plan No
119

2. FLOOR NUMBER

GROUND - UNIT SUBSIDIARIES

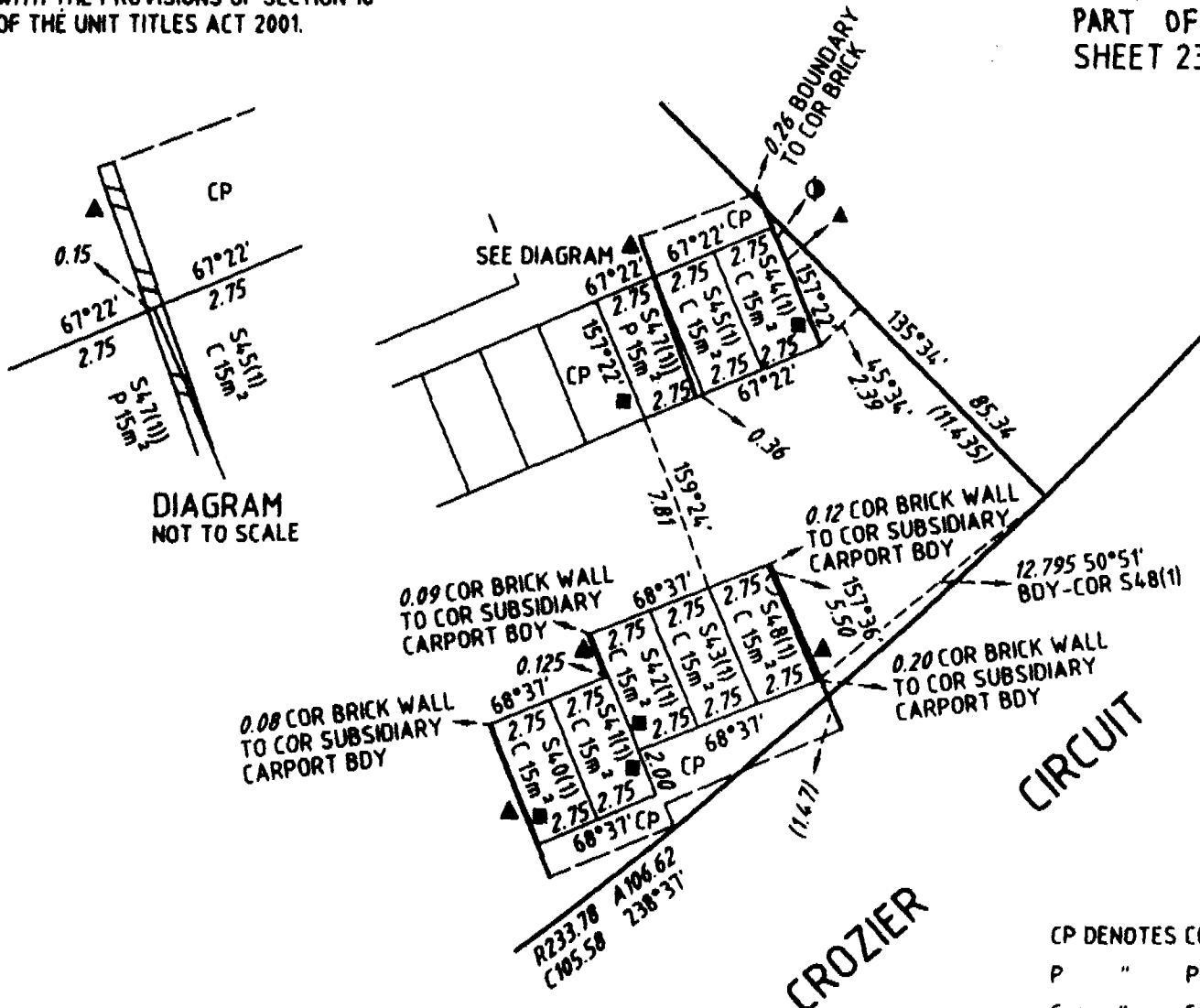
3. CLASS OF UNITS (Aor B) - please indicate class of units

'B'

4. FLOOR PLAN

NOTE: THIS PLAN AMENDS SUBSIDIARY S47(1) (PARKING AREA) IN ACCORDANCE WITH THE PROVISIONS OF SECTION 16 OF THE UNIT TITLES ACT 2001.

AMENDS PART OF SHEET 23



0 5 10 15 20 METRES
SCALE: - 1 : 300

- CP DENOTES COMMON PROPERTY
- P " PARKING AREA
- C " CARPORT
- " FACE OF BRICK WALL
- ▲ " BRICK WALL
- " 5.50

5. EXECUTION

[Signature]
 Applicant

[Signature]
 Monica Saad
 Delegate of the
 ACT Planning and Land Authority

FORM 3

Real Property (Unit Titles) Ordinance 1970

REPLACEMENT SHEET ISSUED
REFER ALUP 1553675
REGISTERED
20/11/2007

UNITS PLAN No. 119

Block 1, Section 149, Division of KAMBAH

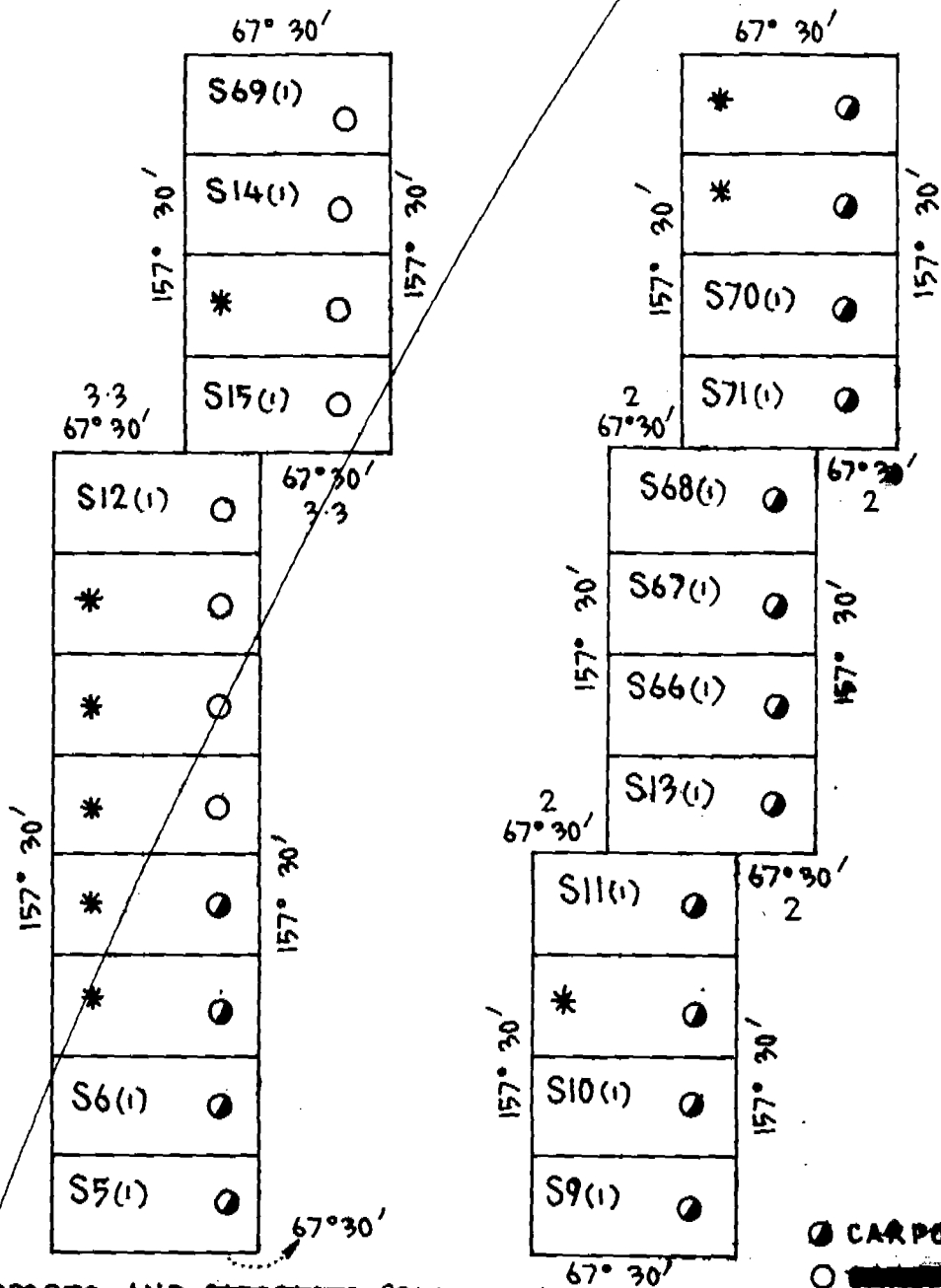
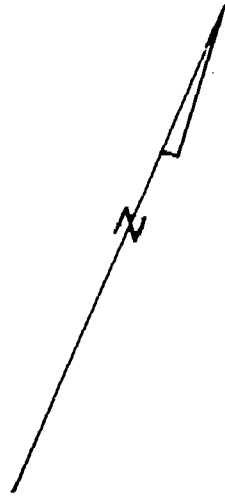
FLOOR PLAN

(1) GROUND

~~UNIT~~ UNIT SUBSIDIARIES

P 4

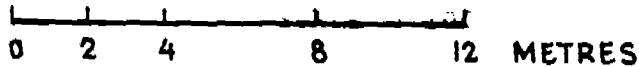
(1) Number of floor



NOTE ALL CARPORTS AND ~~PARKING~~ PARKING AREAS SHOWN HEREON ARE RECTANGULAR AND MEASURE 9.5 x 2.75 and EACH AREA = 15.12 m²

SCALE 1:200

Scale 1:200 feet to 1/2 inch.



- CARPORT
- ~~PARKING~~ PARKING AREA
- * COMMON PROPERTY

51

Markin G. Christie (Secretary)
James A. Batty (DIRECTOR)
R. Watson (DIRECTOR)

Mr. J. Henry
 Deputy of the Minister of State for the Capital Territory

FP

Form 091



UNITS PLAN No. 119
FLOOR PLAN

1. LAND

District/Division	Section	Block	Unit Plan No
TUGGERANONG / KAMBAH	149	FLOOR PLAN	119

2. FLOOR NUMBER

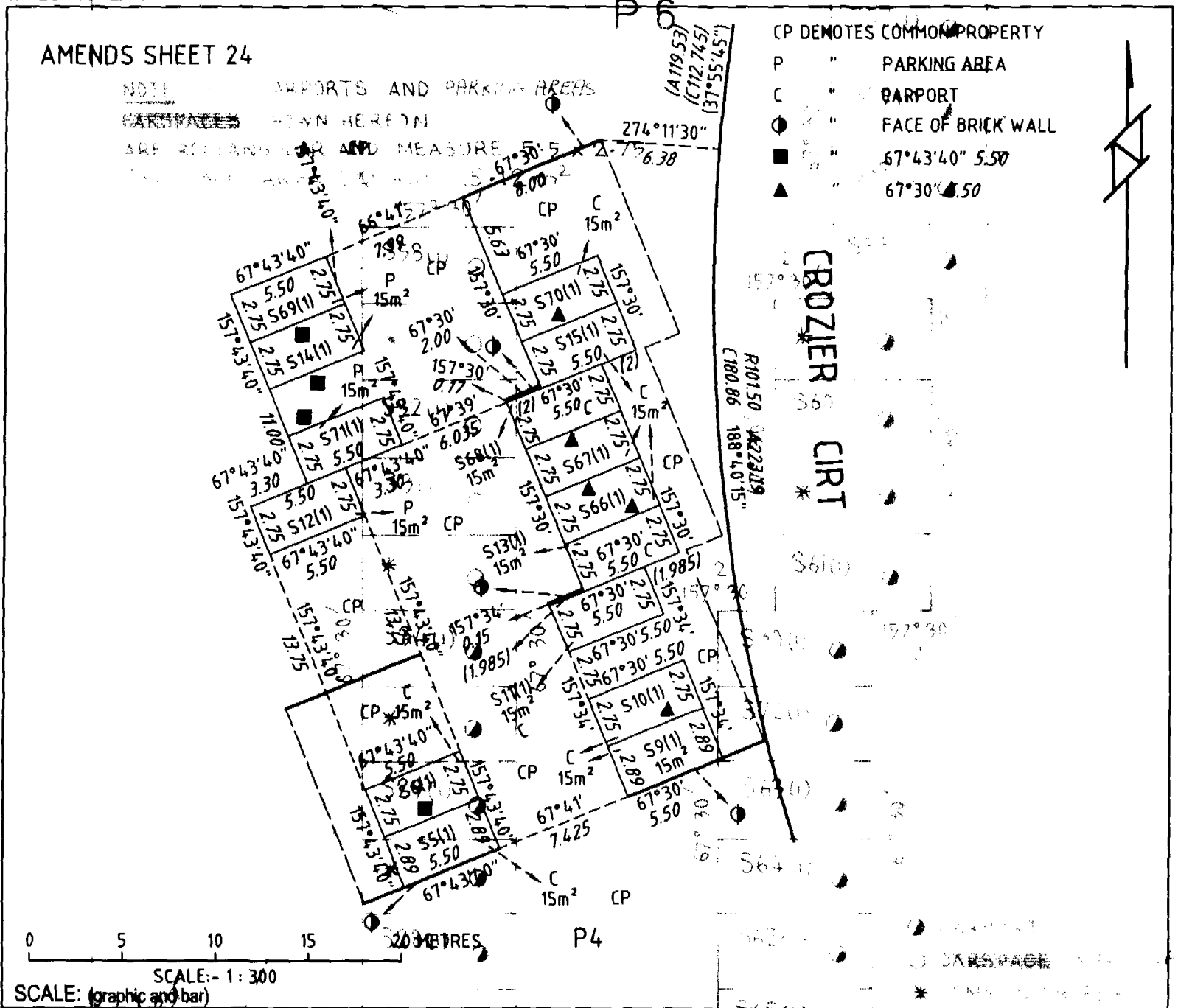
GROUND

3. CLASS OF UNITS (Aor B) - please indicate class of units

GROUND - UNIT SUBSIDIARIES

~~CLASS B~~ UNIT SUBSIDIARIES

4. FLOOR PLAN



5. EXECUTION

[Signature]
Applicant

[Signature]
Mrs Tankey
Delegate of the
ACT Planning and Land Authority

FORM 3

Real Property (Unit Titles) Ordinance 1970

UNITS PLAN No. 119

Block 1, Section 149, Division of KAMBAH

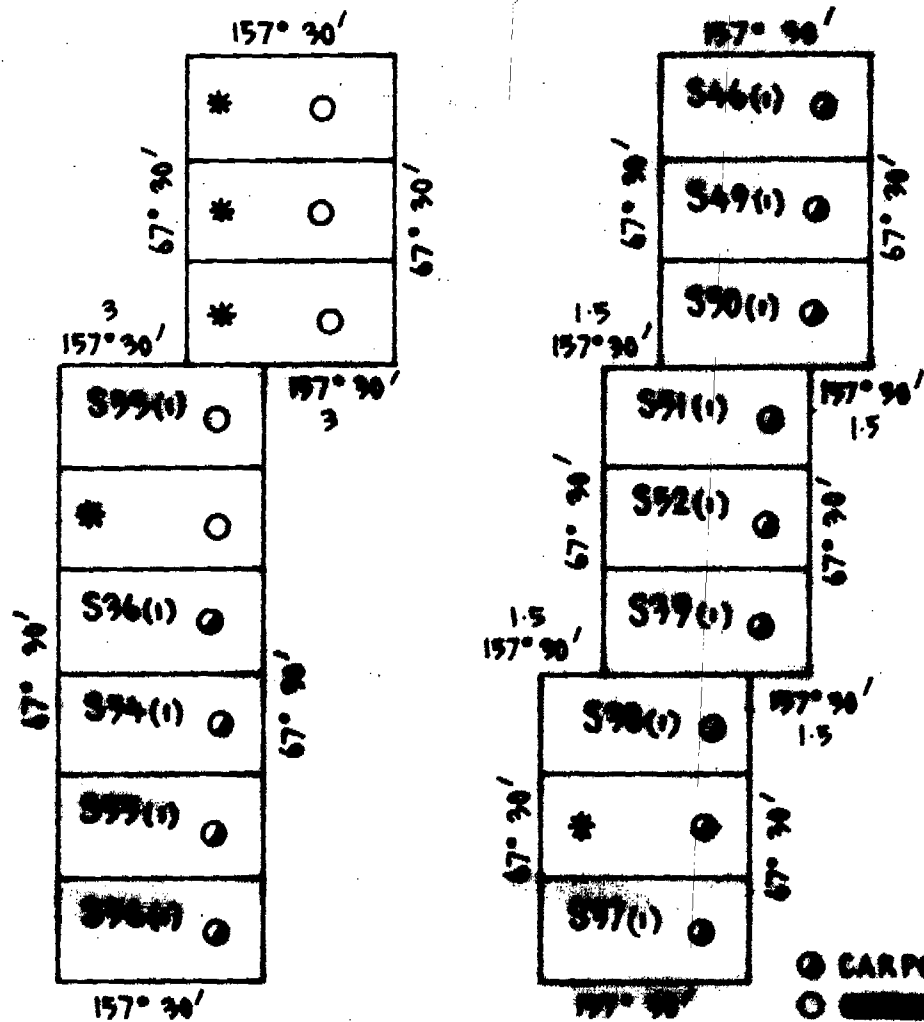
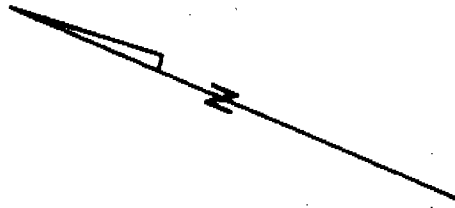
FLOOR PLAN

(1) GROUND

UNIT SUBSIDIARIES

P 5

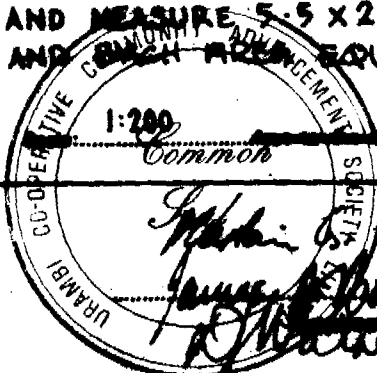
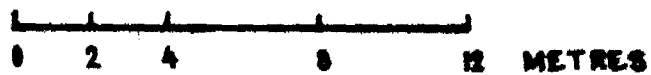
(1) Number of floor



- ⊙ CARPORT
- [Symbol] PARKING AREA
- * COMMON PROPERTY

NOTE ALL CARPORTS AND [Symbol] PARKING AREAS SHOWN HEREON ARE RECTANGULAR AND MEASURE 5.5 X 2.75 AND EACH AREA EQUALS 15.12m²

SCALE 1:200



M. S. Chidambaram (Secretary)
J. S. Sathy (Director)
R. S. Sathy (Director)

H. J. Sathy
 Minister of State for the Capital Territory

FORM 3

Real Property (Unit Titles) Ordinance 1970

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Habeedz
25/3/08

UNITS PLAN No. 119

Block 1 Section 149 Division of KAMBAH

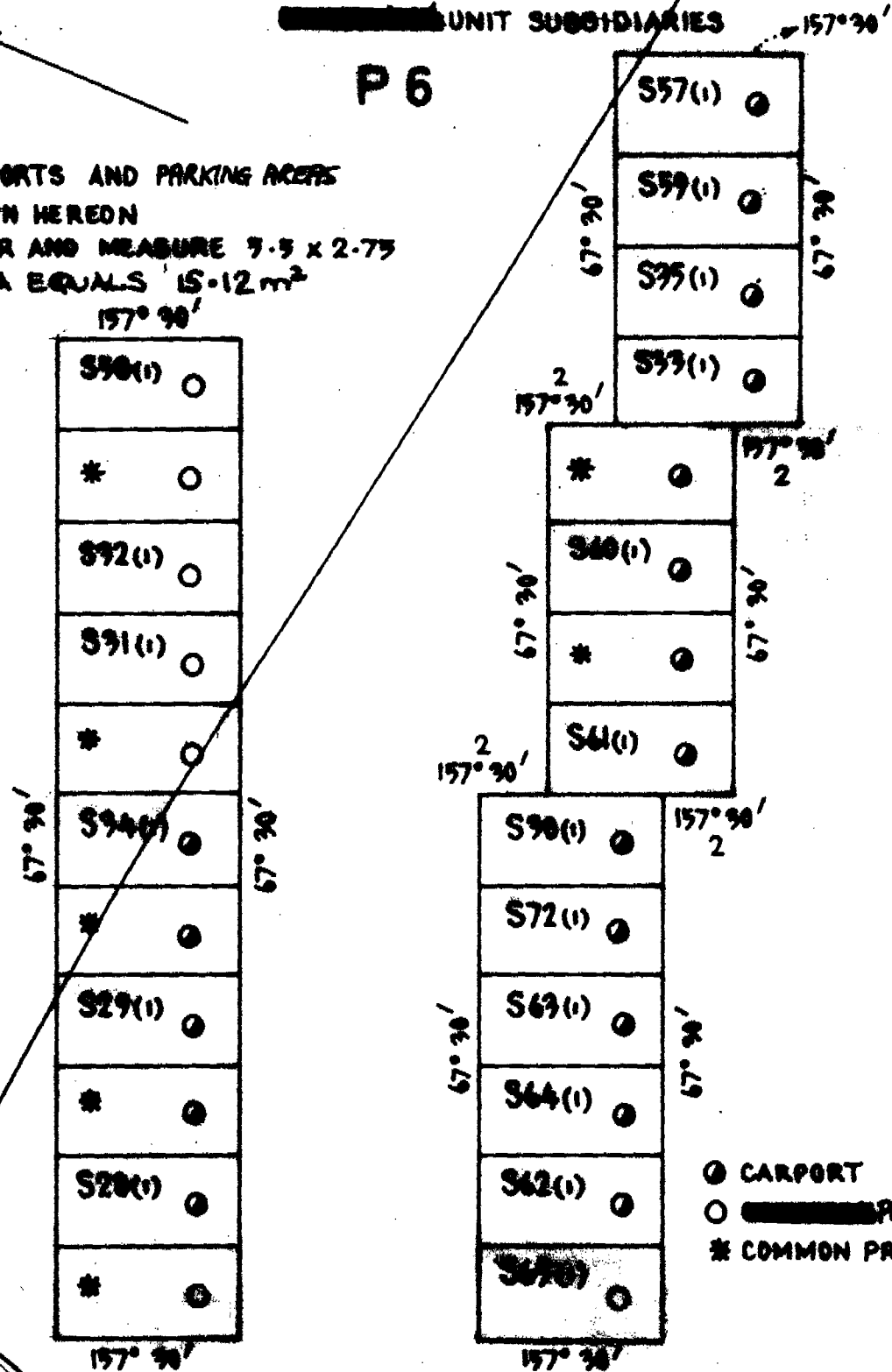
FLOOR PLAN

(1) GROUND

UNIT SUBSIDIARIES

P 6

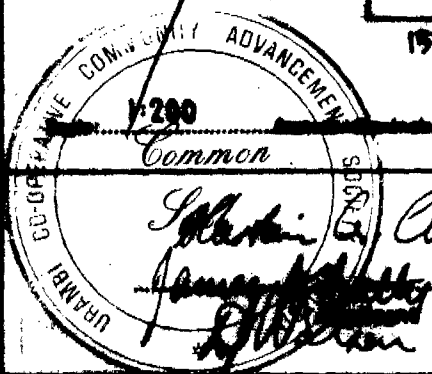
NOTE ALL CARPORTS AND PARKING AREAS SHOWN HEREON ARE RECTANGULAR AND MEASURE 7.5 x 2.75 AND EACH AREA EQUALS 15.12 m²



- CARPORT
- ~~COMMON PROPERTY~~
- * COMMON PROPERTY

SCALE 1:200

0 2 4 8 12 METRES



Sted

John A. Chisholm (Secretary)
James M. Kelly (DIRECTOR)
John A. Chisholm (DIRECTOR)

H. J. Henry
 Minister of State for the Capital Territory

(1) Number of floor

Real Property (Unit Titles) Ordinance 1970

Sheet No. 27 of 28 Sheets
UNITS PLAN NO. 119

BLOCK 1 SECTION 149 DIVISION OF KAMBAH
SCHEDULE OF PROVISIONS COVENANTS AND CONDITIONS SUBJECT TO
WHICH LEASES OF UNITS ARE HELD

1. "Unit" in this Schedule means the leased land and the building and other improvements constructed or to be constructed on a part of the relevant parcel shown on the units plan as a unit.
 "Unit Subsidiary" in this Schedule means the leased land and the building and other improvements constructed or to be constructed on a part of the relevant parcel shown on the units plan as a unit subsidiary.
2. The term of the lease of each of the Units expires on the sixteenth day of February two thousand and seventy five.
3. The rent reserved by and payable under the lease for the Unit is Five cents per annum if and when demanded.
4. Each of the Lessees of Units Nos. 1-72 covenants with the Commonwealth of Australia (hereinafter referred to as "the Commonwealth") in respect of the Unit and Unit subsidiary leased by the Lessee as follows: -
 - (a) to pay to the Commonwealth or to such person as may be authorised by the Commonwealth for that purpose at Canberra the rent hereinbefore reserved within one month of the date of any demand made by the Commonwealth relating thereto and served on the Lessee.
 - (b) the Lessee acknowledges pursuant to sub-section (4) of Section 12A of the City Area Leases Ordinance 1936 as amended that the Lessee has agreed to pay to the Commonwealth the reserve price due in respect of the Unit by the instalments and in accordance with the terms and conditions set out in the Deed of Agreement dated 17 February 1976 between the Commonwealth and Urambi Co-operative Community Society Limited relating to the payment of the reserve price for the lease of Block 1 Section 149 Division of Kambah.
 - (c) to construct the Unit and Unit subsidiary in accordance with the plans and specifications approved in writing by the Commonwealth by the sixteenth day of February 1978 or within such further time as may be approved in writing by the Commonwealth.

Markin G. Christie James A. Battley J. Watson

- (d) not to make any structural alterations to the Unit or Unit Subsidiary without the previous approval in writing by the Commonwealth.
- (e) to use the Unit for residential purposes only as a single private dwelling house.
- (f) not to use the Unit Subsidiary as a dwelling house.
- (g) at all times during the term of the lease to maintain repair and keep in repair to the satisfaction of the Minister the Unit and Unit Subsidiary.
- (h) if and whenever the Lessee fails to maintain repair and keep in repair the Unit and Unit Subsidiary the Commonwealth may by notice in writing to the Lessee specifying the wants of repair require the Lessee to effect repairs in accordance with the said notice or if the Minister is of the opinion that a building, part of a building or other improvement is beyond reasonable repair the Minister may require the Lessee to remove a building or part of a building or other improvement and if after the expiration of one calendar month from the date of receipt of the said notice or such longer time as the Commonwealth may in writing allow the Lessee has not effected the said repairs or removed the said building part of the building or other improvement any person or persons duly authorised by the Commonwealth with such equipment as is necessary may enter the Unit and Unit Subsidiary and effect the said repairs or demolish and remove the building part of the building or other improvement and all expenses incurred by the Commonwealth in effecting such repairs or demolition and removal shall be paid by the Lessee to the Commonwealth on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Commonwealth by the Lessee.
- (i) to permit any person or persons authorised by the Commonwealth in that behalf to enter the Unit or Unit Subsidiary at all reasonable times to inspect the Unit and Unit Subsidiary.
- (j) to pay to the Commonwealth his proportion being the proportion the Unit entitlement bears to the aggregate Unit entitlement of all the Units of any amount payable by the Corporation to the Commonwealth

Arthur G. Clark
James A. Abbott
J. W. Watson

(but which has not been paid by the Corporation within the required time) under the provisions of any law of the Territory applicable to the Unit, Unit Subsidiary or Common Property and without limiting the generality thereof under the provisions of the City Area Leases Ordinance 1936 and the Unit Titles Ordinance 1970.

5. IT IS MUTUALLY COVENANTED AND AGREED as follows: -

- (a) subject to this clause the Lessee shall not without the written consent of the Minister first had and obtained transfer or assign by way of sale the lease whether at law or in equity during the period of 5 years commencing on the date of the commencement of the lease AND in the case of any agreement by the Lessee to effect any such transfer or assignment subject to the consent of the Minister being first obtained the Lessee shall apply for the Minister's consent as aforesaid within 3 months of the making of the agreement;
- (b) before consenting to any transaction to which this clause applies the Minister may require the Lessee to inform him of any particulars relating to the consideration to be paid in respect of that transaction;
- (c) a certificate by the Minister that the Lessee may transfer or assign the lease for a consideration not exceeding an amount specified in the certificate shall constitute consent as required by this clause;
- (d) if the Minister refuses to give consent to the transfer or assignment of the lease the lessee may make an offer in writing to the Commonwealth to surrender the lease in consideration of the payment by the Commonwealth of an amount specified in the offer and on payment of that amount or of another amount agreed to or failing any such agreement of an amount determined in accordance with the provision of paragraph (e) of this clause the Lessee shall surrender this lease and the Commonwealth shall accept such surrender;
- (e) failing agreement thereto the amount that shall apply for the purposes of paragraph (d) shall comprise so much of the reserve price for this lease that has actually been paid, replacement cost less depreciation of all improvements on the land comprised in the lease and all expenses properly paid by the Lessee including agent's fees and legal expenses and shall be determined by a single Arbitrator who shall be the National President for the time being

Mark C. Christie

James A. Barry

J. Watson

- of the Australian Institute of Valuers if able to act otherwise a person able to act nominated by the said National President;
- (f) the Commonwealth shall make payment of the amount agreed or determined under paragraph (d) by first paying out therefrom any mortgages registered over the unit and by thereafter paying to the Lessee any balance thereof remaining;
- (g) any consent given by the Minister is conditional upon the consideration payable in respect of the transaction not exceeding the amount in that behalf set out in the consent; and
- (h) this clause shall not apply to a transfer or assignment of the lease or of any interest in the lease by operation of law or by will or by a mortgagee in pursuance of a power of sale as mortgagee.

6. IT IS FURTHER MUTUALLY COVENANTED AND AGREED as follows: -

- (a) the Lessee may at any time upon payment of all rent and other moneys due to and demanded by the Commonwealth under this lease surrender this lease to the Commonwealth but subject to any law to the contrary the Lessee shall not be entitled to receive any compensation from the Commonwealth in respect of such surrender or in respect of any improvements on the land comprised in the lease.
- (b) If -
- (i) any instalment referred to in Clause 4(b) shall remain unpaid for a period of twelve months next after the date on which the instalment becomes payable;
- (ii) the Unit and Unit Subsidiary to be constructed by the Lessee pursuant to this lease are not completed by the Lessee within the time specified in Clause 4(c);
- (iii) the Lessee shall commit or suffer a breach of any covenant contained in Clause 5 hereof;
- (iv) after completion of the Unit and the Unit Subsidiary the Unit is at any time not used for a period of one year for the purpose for which this lease is granted;
- (v) the Lessee shall commit or suffer a breach of any other covenant contained or implied in this lease and shall have failed to remedy such breach within a period of three months from the date of receipt by the Lessee of a notice in writing from the Commonwealth specifying the nature of the breach;

Alastair G. Christie

James A. Bathurst

J. Watson

the Commonwealth may determine the lease but without prejudice to any claim which the Commonwealth may have against the Lessee in respect of the breach of any covenant herein contained or implied and on the part of the Lessee to be observed or performed.

(c) Acceptance of rent by the Commonwealth during or after any period referred to in Clause 6(b) shall not prevent or impede the exercise by the Commonwealth of the powers conferred on it by that clause.

(d) (1) If the Proprietors Units Plan No.....!!9..... (hereinafter referred to as "the Corporation") at least twelve months or, if the Minister so allows at any time before the expiry date of the leases and the common property under the Units Plan, applies in writing to the Minister for an extension of the terms of all the leases, the Minister

(i) if, at least three months before the expiry date, he decides to subdivide the parcel in a manner other than the subdivision effected by the Unit Titles Ordinance or decides that the parcel or a part of the parcel is required for a Commonwealth purpose - shall by notice in writing, refuse the application, or

(ii) in any other case - shall, by instrument in writing, authorize the extension of the terms of all those leases for such period as is specified in the instrument, being -

- (a) the same period for all those leases; and
- (b) a period of not less than five years.

(2) A notice given under paragraph (1)(i) of this Clause shall be sent or delivered to the Corporation so that it is received by the Corporation at least three months before the expiry date of the lease.

(3) An instrument authorizing the extension of the terms of the leases shall be sent or delivered to the Corporation as soon as practicable after it has been made.

(4) On receipt of an instrument under the last preceding clause, the Corporation may lodge it with the Registrar for

Horton G. Christie James Batty J. Watson

registration under the Real Property (Unit Titles) Ordinance 1970 and, if the instrument is so registered before the expiry date, the terms of the leases are extended accordingly.

(5) The lessee under a lease the term of which is extended under this clause is not liable to make any payment to the Commonwealth for improvements on the land comprised in the lease.

- (e) In this lease the expression "the Minister" shall mean the Minister of State of the Commonwealth for the time being administering the City Area Leases Ordinance 1936, as amended or any Statute or Ordinance substituted therefor, or the member of the Executive Council of the Commonwealth for the time being exercising the powers and functions of such Minister, AND shall include the authority or person for the time being authorised by the Minister or by law to exercise those powers and functions of the Minister.
- (f) Any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Minister and delivered to or sent in a prepaid letter addressed to the Lessee at the Unit or at its registered office or at the usual or last-known address of the Lessee.
- (g) If the Lessee shall consist of one person the expression "the Lessee" shall where the context so admits or requires be deemed to include the Lessee and the executors administrators and assigns of the Lessee.

If the Lessee shall consist of two or more persons the expression "the Lessee" shall where the context so admits or requires in the case of a tenancy in common be deemed to include the said persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy be deemed to include the said persons and each of them and the executors administrators and assigns of the survivor of them.

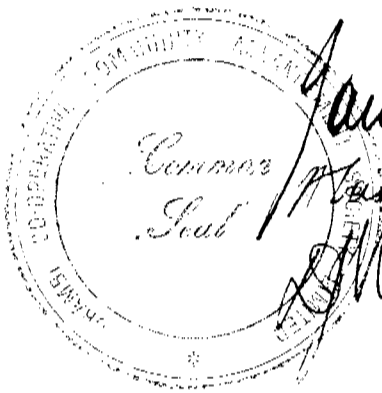
Morton G. Christie *J. Watson*
James H. Bally

If the Lessee shall be a corporation the expression "the Lessee" shall where the context so admits or requires be deemed to include such corporation and its successors and assigns.

DATED the *eighth* day of *October* 1976

Applicant

H. J. Henry
Delegate of the Minister of
State for the Capital Territory



James A. Batty (director)
Markin G. Christie (Secretary)
R. J. Watson (director)

UNITS PLAN NO. 119

BLOCK 1 SECTION 149 DIVISION OF KAMBAH

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

1. "Services" in this Schedule means water mains stormwater drains sewer lines and fire fighting water mains and hydrants together with all necessary appurtenances.
2. The term of the lease expires on the sixteenth day of February Two thousand and seventy five.
3. The rent reserved by and payable under the lease is Five cents per annum if and when demanded.
4. ^{The} Proprietors-Units Plan No. 119 (hereinafter called "the Corporation") covenants with the Commonwealth of Australia (hereinafter called "the Commonwealth") as follows: -
 - (a) to pay to the Commonwealth or to such person as may be authorised by the Commonwealth for that purpose at Canberra the rent hereinbefore reserved within one month of the date of any demand made by the Commonwealth relating thereto and served on the Corporation;
 - (b) at all times during the term of the lease to maintain repair and keep in repair to the satisfaction of the Minister all buildings or parts of buildings landscaping hard standing car parking vehicle access roads and all other improvements on the common property and without limiting the generality thereof to maintain repair and keep in good working order the services situated in or on the land forming the common property;
 - (c) not to erect any building or make any structural alterations in any building or part of a building or other improvements on the common property without the previous approval in writing of the Commonwealth;
 - (d) except where necessary for compliance with paragraph (b) of this clause not to install any services or make any alterations in any

L
Full
MB
the J.A.

Hastin G. Chitani

James M. Batty

J. Watson

of the services or any part of the services situated in or on the land forming the common property without the previous approval in writing of the Commonwealth;

- (e) to use the common property for the purpose of performing its duties exercising its powers and performing its functions imposed or conferred on it by the Unit Titles Ordinance and amendments thereunder;
- (f) if and whenever the Corporation fails to repair or keep in repair any building or part of a building or landscaping hard standing carparking vehicle access roads or other improvements on the common property or to repair or keep in good working order the services or any part thereof situated in or on the land forming the common property the Commonwealth may by notice in writing to the Corporation specifying the wants of repairs require the Corporation to effect repairs in accordance with the said notice or if the Minister is of the opinion that the building or part of the building or other improvement or any part of the services is beyond reasonable repair the Minister may require the Corporation to remove the building or part of a building or improvement or to replace the part of the services and if after the expiration of one calendar month from the date of the said notice of such longer time as the Commonwealth or Minister on behalf of the Commonwealth may in writing allow the Corporation has not effected the said repairs or removed the building or the part of the building or the improvement or replaced the part of the services the Minister or any person or persons duly authorized by the Commonwealth or the Minister in that behalf with such equipment as is necessary may enter upon the common property and effect the said repairs or may demolish and remove the building or the part of the building or the improvement or may replace the part of the services and all expenses incurred by the Commonwealth or the Minister in effecting such repairs or demolition or removal or replacement shall be paid by the Corporation to the Commonwealth on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Commonwealth by the Corporation;

Morton G. Christie

James W. Batty

J. Watson

(g) to permit any person or persons authorised by the Commonwealth to enter upon the common property at all reasonable times and in any reasonable manner and inspect the common property and any buildings parts of buildings services parts of services and improvements situated in or on the land forming the common property.

5. It is mutually covenanted and agreed by the Commonwealth and the Corporation as follows: -

- (a) If the common property is at any time not used for a period of one year for the purpose for which this lease is granted the Commonwealth or the Minister on behalf of the Commonwealth may determine this lease but without prejudice to any claim which the Commonwealth or the Minister on behalf of the Commonwealth may have against the Corporation in respect of any breach of the covenants on the part of the Corporation to be observed or performed;
- (b) acceptance of rent by the Commonwealth or the Minister or a person authorised by the Minister for that purpose during or after the period referred to in paragraph (a) of this Clause shall not prevent or impede the exercise by the Commonwealth or the Minister on behalf of the Commonwealth of the powers conferred on it by paragraph (a) of this Clause;
- (c) (1) If the Corporation at least twelve months or, if the Minister so allows at any time before the expiry date of the leases and the common property under the Units Plan, applies in writing to the Minister for an extension of the terms of all the leases, the Minister
- (i) if, at least three months before the expiry date, he decides to subdivide the parcel in a manner other than the subdivision effected by the Unit Titles Ordinance or decides that the parcel or a part of the parcel is required for a Commonwealth purpose - shall by notice in writing, refuse the application or
- (ii) in any other case - shall, by instrument in writing authorizing the extension of the terms of all those leases for such period as is specified in the instrument, being -

Hastair G. Christie

James A. Batty

J. W. Martin

(c) the same period for all those leases; and

(b) a period of not less than five years.

(2) A notice given under paragraph (1)(i) of this Clause shall be sent or delivered to the Corporation so that it is received by the Corporation at least three months before the expiry date of the lease.

(3) An instrument authorizing the extension of the terms of the leases shall be sent or delivered to the Corporation as soon as practicable after it has been made.

(4) On receipt of an instrument under the last preceding clause the Corporation may lodge it with the Registrar for registration under the Real Property (Unit Titles) Ordinance 1970, and, if the instrument is so registered before the expiry date, the terms of the leases are extended accordingly.

(5) The Lessee under a lease the term of which is extended under this clause is not liable to make any payment to the Commonwealth for improvements on the land comprised in the lease.

(d) in this lease the expression "Minister" shall mean the Minister of State of the Commonwealth for the time being administering the City Area Leases Ordinance 1936 including any amendments thereof or any Statute or Ordinance substituted therefor or the member of the Executive Council of the Commonwealth for the time being performing the duties of such Minister and shall include the authority or person for the time being authorised by the Minister or by law to exercise those powers and functions of the Minister.

DATED the *ninth* day of *October* 1976

Applicant



H. J. Henry
Delegate of the Minister of State
for the Capital Territory
(DIRECTOR)

Martin G. Clark (Secretary)

James A. Batty (director)

241575

29th October 1976
4th November 1976 one

after

No. 450542 — The Proprietors of Units
Plan No. 119 —
address for service of —
Proprietors Units Plan 119 Krambi Village Kambah
2902
Entered 12th November 1976
the fore noon
B. E. DREW Deputy

No. 545711 — The Proprietors of Units
Plan No. 119 —
of WOODGER'S REAL ESTATE PTY LTD
P.O. BOX 1933 CANBERRA CITY ACT 2601
Entered 15th August 1976
the fore noon
M. A. RYAN Deputy
Registrar of Titles

No. 550651 — The Proprietors of Units
Plan No. 119 —
address for service of Units to Secretary
Body Corporate Committee Unit Plan 119
Crozier Circuit Kambah A.C.T. 2902
Entered 14th September 1986
the after noon
H. DREW Deputy
Registrar of Titles

No. 603164 — Certified copy of a special
Resolution altering the articles of the
corporation having been presented and such
special resolution is hereby registered.
Entered 7th MARCH 1988 at — TEN o'clock in
the — FORE — noon
M. A. RYAN Deputy
Registrar of Titles