

FORM 5

Real Property (Unit Titles) Ordinance 1970

Sheet No. 25 of 25 Sheets

UNITS PLAN NO. 116

Section 37 Division of Cook

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

1. The term of the lease expires on the sixteenth day of March Two thousand and seventy five.
2. The rent reserved by and payable under the lease is Five cents per annum if and when demanded.
3. Proprietors-Units Plan No. 116 (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 reservations for access and all other improvements on the common property except those set out in Clause 4(c);
  - (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) 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;
  - (e) if and when the Corporation fails to maintain repair or keep in repair any building or part of a building or landscaping reservation for access or other improvements on the common property] except those set out in Clause 4(c) 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 is beyond reasonable repair the Minister may require the Corporation to remove the building or part of a building or improvement and if after the expiration of one calendar month from the date of the said notice or 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 the Minister or any person or persons duly authorised 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 and all expenses incurred by the Commonwealth or the Minister in effecting such repairs or demolition or removal 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;

(f) 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 and improvements thereon.

4. 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) the Commonwealth undertakes and agrees during the term of the lease to maintain repair and keep in good working order the services situated in or on the land marked reservations for access on the plan annexed hereto being part of the common property and the roads and services situated on adjoining Commonwealth land marked ROAD on the said plan after the same have been completed to the satisfaction of the Commonwealth;
- (d) the Corporation will take out and maintain during the term of the lease an insurance policy for an amount specified by the Commonwealth from time to time and with an insurance company approved by the Commonwealth indemnifying the Commonwealth in respect of all claims made by any party against the Commonwealth arising out of the repair and maintenance work carried out by the Commonwealth pursuant to Clause 4(c);
- (e) (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 -
    - (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) (1) 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.
- (f) 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 17<sup>th</sup> day of AUGUST 1976