

2000033



**MOP**

Form 049

**MEMORANDUM OF PROVISIONS**

Lodging Party **ACT PLA**

Box Number **62051947**

**PRIVACY COLLECTION STATEMENT (PRIVACY ACT 1988 (C'WLTH)) OVERLEAF**

This memorandum contains provisions that are intended for inclusion in instruments to be lodged for registration by:

**1. NAME OF ORGANISATION WHO DEVELOPED THE MOP (APPLICANT)**

**ACT PLANNING AND LAND AUTHORITY**

**2. NATURE OF INSTRUMENT TYPE**

**MEMORANDUM OF PROVISIONS**

**3. PROVISIONS**

I, Dulce Lander, being a delegate of the Planning and Land Authority ("the Authority") in exercising its functions, APPLY to you to register the attached Memorandum of Provisions. I certify that this memorandum (comprising six (6) pages) is lodged on behalf of the Authority and contains provisions that are to be incorporated by reference in such Crown Leases as refer to this memorandum.

Memorandum of Provisions No. 2,000,033 is submitted herewith in accordance with section 103A of the Land Titles Act 1925.

**4. DATE**

**22 February 2010**

**5. EXECUTION**

Signed by the applicant/applicant's solicitor

**DULCE LANDER**

Signature of applicant/applicant's solicitor

Full name of witness

**Marilyn Ross**

Signed in my presence

Signature of witness

6. OFFICE USE ONLY

Lodged by	Certificates Lodged	
Data Entered by	Attachments Lodged	Arneane
Examined by		
Registered by	Registration Date	25 FEB 2010

**PRIVACY STATEMENT**

S.43 of the *Land Titles Act 1925 (LTA)* authorises the Registrar-General to collect the information required by this form for the establishment and maintenance of the Land Titles Register. S.65-67 LTA requires that the Register be made available to any person for search, upon payment of a fee. The information is regularly provided to various ACT Government agencies, including the ACT Department of Urban Services, ACT Planning and Land Authority (ACTPLA), ACT Treasury, Canberra Connect and ActewAGL for conveyancing, municipal account, administrative, statistical and valuation purposes. ACTPLA and agencies within the ACT Department of Urban Services may also use the information supplied to prepare and sell property sales reports to commercial organisations concerned with the development, sale or marketing of land.

**SCHEDULE OF NOTES**

1. This form is to be used for the registration of a Memorandum of Provisions (MOP). Provisions included are used on a regular basis.
2. Documents must be typed, or completed, in black ink or biro.
3. Alterations to information entered on the form should be made by crossing out (not erasing or obliterating by painting over) and should be initialled by the parties.
4. If there is insufficient space in any panel use an annexure sheet.
5. Provide details of the organisation who prepared the CP.
6. Describe the nature of the instrument.
7. Provide the detail of the provisions included in the CP.
8. Execution by
  - **A Natural Person** – Should be witnessed by an adult person who is not a party to the document.
  - **Attorney** – if this document is executed by an Attorney pursuant to a registered power of attorney, it must set out the full name of the attorney and the form of execution must indicate the source of his/her authority eg. "AB by his/her attorney XY pursuant to Power of Attorney ACT Registration No..... of which he/she has no notice of revocation".
  - **Corporation** – Section 127 of the *Corporations Act* provides that a company may now validly execute a document with or without using a Common Seal.

The following forms of execution are suggested –

**With A Common Seal**

The Common Seal of ABC Pty Ltd/Ltd ACN.....

was affixed in the presence of-

.....(signature)

.....(director/secretary)\*

(\*repeat if necessary ie if two directors signing. If signing as sole director and sole secretary, state 'director/secretary')

**Without A Common Seal**

Signed by.....Pty Ltd/Ltd ACN.....

.....(signature)

.....(director/secretary)\*

(\*repeat if necessary ( ie if two directors signing. If signing as sole director and sole secretary, state 'director/secretary')

**NB** The normal witnessing provisions in the *Land Titles Act 1925* do not apply to execution by a corporation as above, but do apply to execution by the attorney of a corporation.

**AUSTRALIAN CAPITAL TERRITORY  
LAND TITLES ACT 1925  
Section 103A**

**Memorandum Of Provisions**

Memorandum of Provisions No.2,000,033

**1. INTERPRETATION**

IN THIS LEASE, unless the contrary intention appears, the following terms mean:

- 1.1 'Act' - the Planning and Development Act 2007;
- 1.2 'Authority' – the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- 1.3 'Building' - any building, structure or improvement on or under the Land;
- 1.4 'Class' - for a building or structure, means the class of building or structure under the building code (refer to the Building Act 2004);
- 1.5 'Commencement Date' - the Commencement Date specified in item 4;
- 1.6 'Commonwealth' – the Commonwealth of Australia;
- 1.7 'Dwelling' -
  - (a) means a Class 1 building, or a self-contained part of a Class 2 building, that:
    - (i) includes the following that are accessible from within the building, or the self-contained part of the building:
      - (1) not more than 2 kitchens;
      - (2) at least 1 bath or shower;
      - (3) at least 1 toilet pan; and
    - (ii) does not have access from another building that is either a Class 1 building or the self-contained part of a Class 2 building; and
  - (b) includes any ancillary parts of the building and any Class 10a buildings associated with the building;

- 1.8 'Land' - the Land specified in item 1;
- 1.9 'Lease' - the Crown lease incorporating these provisions;
- 1.10 'Lessee' includes:
- (a) where the Lessee is or includes a person, the executors, administrators and assigns of that person; and
  - (b) where the Lessee is or includes a corporation, the successors and assigns of that corporation;
- 1.11 'Multi-unit housing' means the use of land for more than one dwelling and includes but is not limited to dual occupancy housing and triple occupancy housing;
- 1.12 'Premises' - the Land and any Building at any time on the Land;
- 1.13 'Purpose' - the purpose specified in item 5;
- 1.14 'Territory':
- (a) when used in a geographical sense, the Australian Capital Territory; and
  - (b) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- 1.15 Where the Lessee comprises two or more persons or corporations, an agreement by the Lessee binds them jointly and individually;
- 1.16 The singular includes the plural and vice versa;
- 1.17 A reference to one gender includes the other genders;
- 1.18 A reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute;
- 1.19 A reference to an item is a reference to the corresponding item in the Lease.

## **2. LESSEE'S OBLIGATIONS**

The Lessee must:

### **RENT**

- 2.1 pay to the Authority the rent of 5 cents per annum if and when demanded;

## **BUILDING SUBJECT TO APPROVAL**

- 2.2 not, without the prior written approval of the Authority, except where exempt by law, construct any Building, or make any structural alterations in or to any Building;

## **COMMENCE CONSTRUCTION**

- 2.3 within twelve (12) months from the Commencement Date or within such further time as may be approved in writing by the Authority, commence construction of an approved development on the Land as approved by the Authority at a cost of not less than ninety thousand dollars (\$90,000) per dwelling;

## **COMPLETE CONSTRUCTION**

- 2.4 within twenty-four (24) months from the Commencement Date or within such further time as may be approved in writing by the Authority, complete construction of an approved development as approved by the Authority;

## **UNDERGROUND FACILITIES**

- 2.5 ensure that facilities for electrical and telephone cables are installed underground to a standard acceptable to the Authority;

## **PURPOSE**

- 2.6 use the Land for the Purpose;

## **PRESERVATION OF TREES**

- 2.7 during the period allowed for construction, not damage or remove trees identified in a development approval for retention or to which the Tree Protection Act 2005 applies, without the prior written approval of the Territory;

## **SOLID FUEL HEATING SYSTEM**

- 2.8 not install or use a solid fuel heating system on the Premises without the prior written approval of the Authority;

## **REPAIR AND MAINTAIN**

- 2.9 repair and maintain the Premises to the satisfaction of the Authority;

## **RIGHT OF INSPECTION**

- 2.10 subject to the Act, permit anyone authorised by the Authority to enter and inspect the Premises at all reasonable times and in any reasonable manner;

## **RATES AND CHARGES**

- 2.11 pay all rates, taxes, charges and other statutory outgoings, which become payable on or in respect of the Land, as they fall due;

## **CLEAN AND TIDY**

- 2.12 at all times, keep the Premises clean, tidy and free from rubbish and other unsightly or offensive matter PROVIDED ALWAYS THAT should the Lessee fail to do so the Authority may, at the cost of the Lessee, cause any matter or thing to be removed from the Premises and restore the Premises to a clean and tidy condition.

## **3. MUTUAL OBLIGATIONS**

The parties agree that:

## **OWNERSHIP OF MINERALS AND WATER**

- 3.1 all minerals on or in the Land and the right to the use, flow and control of ground water under the surface of the Land are reserved to the Territory;

## **FAILURE TO REPAIR AND MAINTAIN**

- 3.2 if the Lessee fails to repair and maintain the Premises in accordance with clause 2.9, the Authority may, by written notice to the Lessee, require the Lessee to carry out the repairs and maintenance within a specified period of not less than one month;
- 3.3 if the Authority believes that any Building is beyond repair, the Authority may, by written notice to the Lessee, require the Lessee to:
- (a) remove the Building; and
  - (b) construct a new Building to a standard acceptable to the Authority according to approved plans;
- within a specified period of not less than one month;
- 3.4 if the Lessee fails to comply with a notice given under clause 3.2 or 3.3, the Authority may enter the Premises, with anyone else and with any necessary equipment, and carry out the work which the Lessee should have carried out. The Lessee must pay to the Authority, on demand, the costs and expenses of that work;

## TERMINATION

3.5 if:

- (a) the Lessee at any time does not use the Land for a period of one year for the Purpose; or
- (b) the Lessee fails to do any of the things which the Lessee has agreed to do in this Lease and that failure continues for three months (or such longer period as may be specified by the Authority) after the date of service on the Lessee of a written notice from the Authority specifying the nature of the failure;

THEN the Authority on behalf of the Commonwealth may terminate the Lease by giving a written notice of termination to the Lessee. That termination will not adversely affect any other right or remedy which the Authority or the Commonwealth may have against the Lessee for the Lessee's failure;

3.6 the power of the Authority on behalf of the Commonwealth to terminate the Lease under clause 3.5 shall not be affected by:

- (a) the acceptance of rent or other money by the Authority during or after the notice has been given; or
- (b) any delay in exercising any right, power or remedy under the Lease;

## FURTHER LEASE

3.7 the Lessee will be entitled to a further Lease of the Land on such terms as the Act provides;

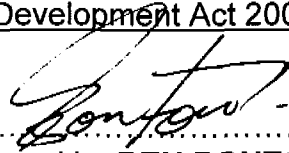
## NOTICES

3.8 any written communication to the Lessee is given if signed on behalf of the Authority and delivered to or sent in a prepaid letter addressed to the Lessee at the Land or at the last-known address of the Lessee or affixed in a conspicuous position on the Premises;

**EXERCISE OF POWERS**

3.9 Any and every right, power or remedy conferred on the Commonwealth or Territory in this Lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory or as the case may be by:

- (a) the Authority;
- (b) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
- (c) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Development Act 2007.



.....  
Signed by **BEN PONTON** )  
a delegate authorised to execute this )  
Memorandum of Provisions on behalf )  
of the Commonwealth )