

LODGED BY:

*Ray ANSCOMBE*  
*of PALM*

2000003

BOX NO:  
APPROVAL NO: 499

AUSTRALIAN CAPITAL TERRITORY  
**APPLICATION FORM**  
LAND TITLES ACT 1925



THIS FORM MAY BE USED FOR MISCELLANEOUS APPLICATIONS FOR WHICH NO FORM IS PRESCRIBED BY THE LAND TITLES ACT 1925 (EG APPLICATIONS TO CHANGE NAME OF PROPRIETOR, TO CORRECT THE REGISTER, ETC.)

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK	UNIT	VOL/FOL	INSTRUMENT NO.
				:	

2. TITLE OF APPLICATION

FOR REGISTRATION OF A MEMORANDUM OF PROVISIONS PURSUANT TO SECTION 103A OF THE LAND TITLES ACT 1925

3. NATURE OF APPLICATION (IF INSUFFICIENT SPACE PLEASE ATTACH ANNEXURE)

I, RAY ANSCOMBE being a person authorised in that behalf by the Minister, APPLY to you to register the attached Memorandum of Provisions. I certify that this memorandum comprising five (5) pages is lodged on behalf of the Australian Capital Territory and contains provisions that are to be incorporated by reference in such Crown Leases as refer to this memorandum.

A Memorandum of Provisions is submitted herewith in accordance with section 103A of the Land Titles Act 1925.

4. DATE

8 June 2001

5. EXECUTION

SIGNED IN MY PRESENCE BY THE APPLICANT.

RAY ANSCOMBE  
FOR AND ON BEHALF OF THE  
EXECUTIVE

SIGNATURE OF APPLICANT.

JAN HENKEL  
DEPUTY REGISTRAR-GENERAL

SIGNATURE OF WITNESS.

## INSTRUCTIONS FOR COMPLETION




- \* THE INFORMATION COLLECTED BY THIS FORM IS AUTHORISED BY THE REAL PROPERTY ACT 1925, WILL BE USED FOR THE PURPOSES OF THAT ACT AND MAY BE DISCLOSED PURSUANT TO SECTIONS 65 AND 66 OF THAT ACT.
- \* DELETE WHERE INAPPLICABLE.
- \* THIS DOCUMENT SHOULD CLEARLY INDICATE THE IDENTIFIERS OF ALL LAND AFFECTED.
- \* COMPLETE OR RULE UP ALL BOXES.
- \* EXECUTION OF DOCUMENT BY-
  - 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 A.C.T. REGISTERED NO .... OF WHICH HE/SHE HAS NO NOTICE OF REVOCATION".
  - CORPORATION- IF THIS DOCUMENT IS EXECUTED BY A CORPORATION UNDER SEAL, THE FORM OF EXECUTION SHOULD INCLUDE A STATEMENT THAT THE SEAL HAS BEEN PROPERLY AFFIXED. eg IN ACCORDANCE WITH THE ARTICLES OF ASSOCIATION OF THE CORPORATION, EACH PERSON ATTESTING THE AFFIXING OF THE SEAL SHOULD STATE HIS/HER POSITION (eg DIRECTOR/SECRETARY) IN THE CORPORATION.
  - SOLICITOR- A SOLICITOR MAY NOT EXECUTE THIS DOCUMENT ON BEHALF OF THE APPLICANT UNLESS PERMITTED BY LEGISLATION OR APPOINTED UNDER A REGISTERED POWER OF ATTORNEY FOR THAT PURPOSE.
- \* TYPEWRITING AND HANDWRITING SHOULD BE CLEAR, LEGIBLE AND IN PERMANENT BLACK INK. ALTERATIONS SHOULD NOT BE MADE BY ERASURE BUT BY SCORING THROUGH WITH A PEN AND THE WORDS SUBSTITUTED WRITTEN ABOVE THEM VERIFIED BY INITIALS IN THE MARGIN.

### OFFICE USE ONLY

DOCUMENTS LODGED HEREWITH:

CERTIFICATE OF TITLE	CERTIFICATES	OTHER

CERTIFICATE OF REGISTRATION:

EXAMINED:	
ENTERED:	
REGISTERED:	

DATE:	8/6/01.
TIME:	AM/PM

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

**Memorandum Of Provisions**

Memorandum of Provisions No. 2,000,003

**1. INTERPRETATION**

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

- 1.1 'Act' - the Land (Planning and Environment) Act 1991;
- 1.2 'Building' - any building, structure or improvement on or under the Land;
- 1.3 'Dwelling' - a room or suite of rooms used as a separate domicile and includes outbuildings;
- 1.4 'Executive' - the Australian Capital Territory Executive established by section 36 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- 1.5 'Given Date' - the date of commencement of the Lease or such later date as is approved in writing by the Territory;
- 1.6 'Land' - the Land the subject of the Lease;
- 1.7 'Lease' - the Crown Lease incorporating these provisions;
- 1.8 '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;
- 1.9 'Outbuilding' - a shed, garage or similar structure which is ancillary to the permitted use of the land;
- 1.10 'Premises' - the Land and any Building at any time on the Land;
- 1.11 'Residential' - a dwelling, being an apartment, an attached house, a caretaker's residence, a detached house, a boarding house, a retirement complex, a special care establishment, a special care hostel and/or a special dwelling;

SINGLE RESIDENTIAL  
(with development conditions and no  
solid fuel heating)

- 1.12 '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).
- 1.13 Where the Lessee comprises two or more persons or corporations, an agreement by the Lessee binds them jointly and individually.
- 1.14 The singular includes the plural and vice versa.
- 1.15 A reference to one gender includes the other genders.
- 1.16 A reference to any legislation or to any provision of any legislation includes any amendment to it, any legislative provision substituted for it, and all regulations and statutory instruments issued under it;
- 1.17 A reference to an Item is a reference to the corresponding Item in the Crown Lease.

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

The Lessee must:

### **RENT**

- 2.1 pay to the Territory 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 Territory, 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 Given Date, commence construction of one Dwelling on the Land as approved by the Territory at a cost of not less than sixty thousand dollars (\$60,000);

### **COMPLETE CONSTRUCTION**

- 2.4 within twenty-four (24) months from the Given Date, complete construction of the Dwelling as approved by the Territory;

## **COMPLETE FACILITIES**

- 2.5 within twenty-four (24) months from the Given Date, provide facilities on the land to enable electrical and telephone cables to be installed to a standard acceptable to the Territory;

## **NUMBER OF DWELLINGS**

- 2.6 use the Premises for one Dwelling only;

## **PRESERVATION OF TREES**

- 2.7 during the period allowed for construction of the Dwelling, not damage or remove trees identified for retention on the site plan prepared by the Territory, 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 Territory;

## **REPAIR AND MAINTAIN**

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

## **RIGHT OF INSPECTION**

- 2.10 subject to the Act, permit anyone authorised by the Territory 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 Territory 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**

- 3.1 all minerals on or in 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 subclause 2.9, the Territory 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 Territory believes that any Building is beyond repair, the Territory 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 Territory 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 subclause 3.2 or 3.3, the Territory 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 Territory, on demand, the costs and expenses of that work;

## TERMINATION

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

THEN the Territory 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 Territory may have against the Lessee for the Lessee's failure;

- 3.6 the power of the Territory to terminate the Lease under subclause 3.5 shall not be affected by:
- (a) the acceptance of rent or other money by the Territory 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 Territory 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 right given to the Commonwealth or the Territory in this Lease, or by law, may be exercised on behalf of any of them by:
- (a) the Executive;
  - (b) the Minister for the time being administering the Act;
  - (c) an authority or person for the time being authorised by the Executive, or by the Minister referred to in paragraph (b) of this subclause, or by law, to exercise those powers or functions of the Commonwealth, the Territory, or the relevant Minister; or
  - (d) the person to whom the Minister referred to in paragraph (c) of this subclause has delegated powers or functions under the Act.

I

the person for the time being holding or performing  
the duties of the office of Position Number  
Department of Urban Services,  
Delegate of the Minister