

## UNITS PLAN No. 3410.....

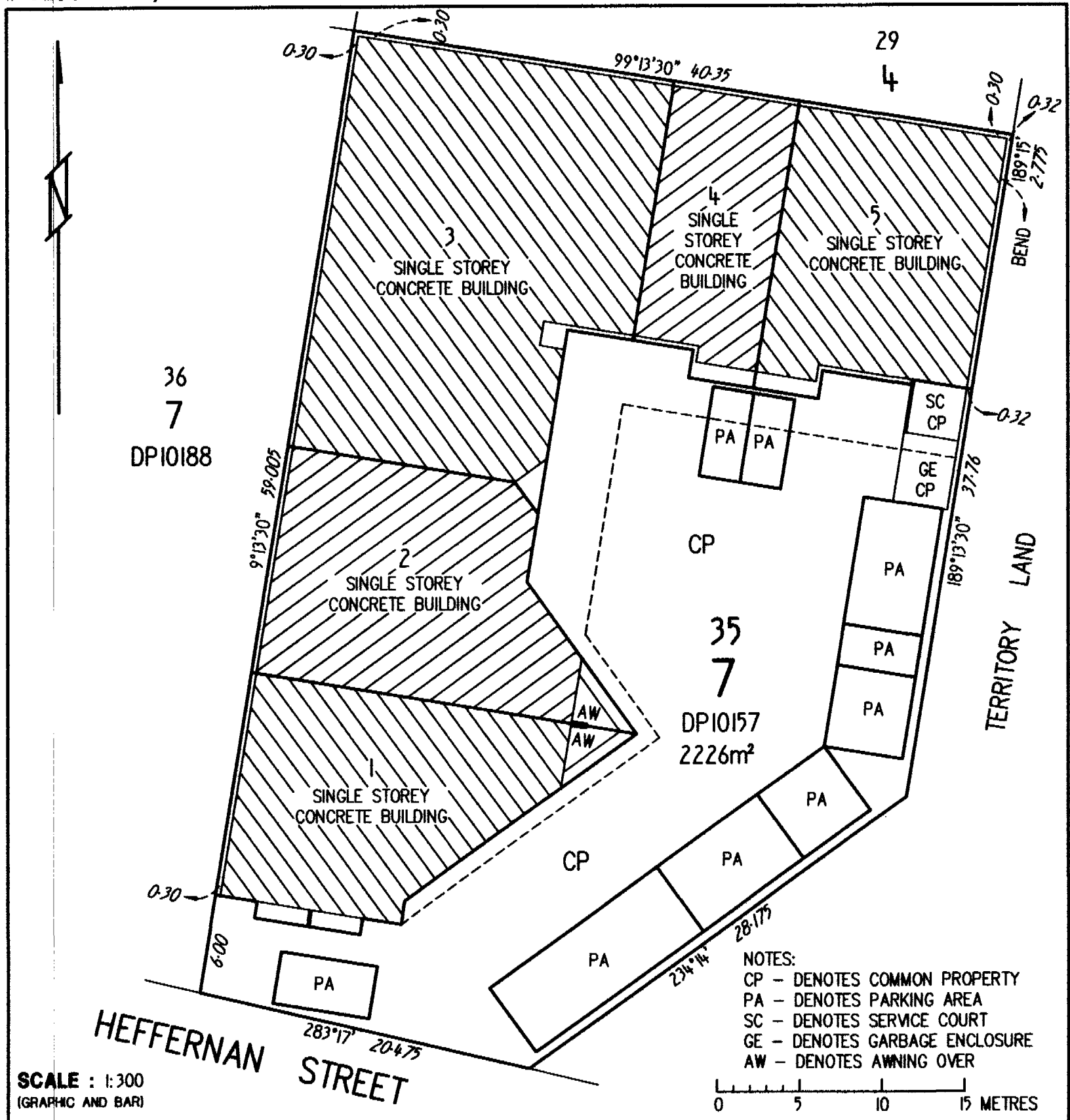
## 1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
MITCHELL	7	35

2. ☒ SITE PLAN☐ FLOOR PLAN (tick appropriate box)

## 3. IF FLOOR PLAN, STATE FLOOR NUMBER .....

## 4. CLASS OF UNITS (A or B) B



## 5. EXECUTION

*Vesna Shields*  
 Vesna Shields Sole Director/Secretary  
 Executed by Tenergy Management Pty  
 Limited ACN104022175 in accordance  
 with s127(1) of the Corporation Act 2001  
 Applicant

*P. S. 71/109*  
 Registered Surveyor (please sign for site plan only)

*Lyn Tankey*  
 Lyn Tankey  
 a delegate of the Planning and Land  
 Authority in exercising its functions  
 Delegate of the Minister

XUP 19523



LAND TITLES  
OFFICE OF REGULATORY SERVICES



# **SURVEYOR'S DECLARATION FORM**

*Land Titles (Unit Titles Act) 1970*

## **LAND**

Vol Fol	District / Division	Section	Block	Deposited Plan Number	Units Plan Number
1763:1	MITCHELL	7	35	10157	3410

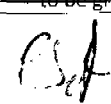
## **NAME OF MANAGER / OWNERS CORPORATION**

Ian McNamee & Partners

## **ADDRESS FOR SERVICE OF NOTICE**

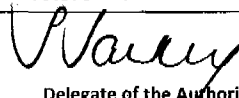
PO Box 500 Queanbeyan NSW 2620

## **SURVEYOR'S DECLARATION**



I,	Peter John Selfe	Of	M & S Surveys Pty Ltd
A surveyor registered under the Surveyors Act 2007, hereby certify that:			
1. The survey represented by the diagrams on forms 1A and 3 of this plan is accurate and has been made by me / <del>under my immediate supervision (delete whichever is not applicable)</del> and was completed on 6th July 2009 Dated			
2. The said survey is in accordance with the following Acts:		<ul style="list-style-type: none"> <li>• Unit Titles Act 2001</li> <li>• Land Titles (Unit Titles) Act 1970</li> <li>• Land Titles Act 1925;</li> <li>• any other Regulation made under those Acts and in accordance with the Surveyors Practice Directions 2003.</li> </ul>	
<p><b>CROSS OUT EITHER OF ITEM 3 OR 3(a)-3(c), WHICHEVER DOES NOT APPLY – 3(a)-(c) CANNOT APPLY IF AN ENCROACHMENT OCCURS OVER A ROAD OR PUBLIC PLACE UNLESS THE ENCROACHMENT IS AN ATTACHMENT AS DEFINED BY THE UNIT TITLES ACT 2001.</b></p>			
3. Each building (including anything attached to it) or building in the course of erection on the parcel is wholly within the parcel.			
<p style="text-align: center;"><b>OR</b></p> <p>3 (a), (b), (c) <del>a) All units and unit subsidiaries shown in the diagrams are wholly within the parcel;</del>  b) The diagram clearly indicates the existence, nature and extent of any encroachment by a building (including anything attached to it), beyond the boundaries of the parcel; and  c) The diagram clearly indicate the existence, nature and extent of any easement granted and registered, or to be granted and registered upon registration of this proposed plan, as an appurtenant to the parcel.</p>			
 Signature of Registered Surveyor			6th July 2009 Dated

**APPROVED UNDER THE UNIT TITLES ACT 2001,**

**AS THE UNITS PLAN FOR THE SUBDIVISION OF THE ABOVE MENTIONED PARCEL OF LAND**

Lyn Tankey	 Delegate of the Authority / Executive	11 December 2009 Dated
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## **OFFICE USE ONLY**

LODGED BY		REGISTERED BY	
EXAMINED BY		REGISTRATION DATE	14 DEC 2009
DATA ENTERED BY			

Approved form AF 2008 – 30 approved by Brett Phillips, Registrar-General on 7 May 2008 under s140 Land Titles Act 1925 (approved forms) and Revokes AF-2006 - 28



**SUE**

Form 078

## SCHEDULE OF UNIT ENTITLEMENTS

## 1. LAND

District/Division	Section	Block	Unit Plan No
MITCHELL	7	35	3410

## 2. APPROVAL UNDER UNIT TITLES ACT 2001

[illegible]



# Form 4

Revised 1/7/03

Land Titles (Units Titles) Act 1970

UNITS PLAN NO 3410

Block 35 Section 7 Division of MITCHELL

## SCHEDULE OF PROVISIONS COVENANTS AND CONDITIONS SUBJECT TO WHICH LEASES OF UNITS ARE HELD

- |                  |    |  |
|------------------|----|--|
| TERM             | 1. | The term of the lease of each of the units expires on the first day of November Two thousand one hundred and four.   |
| RENT             | 2. | The rent reserved by and payable under the lease of each of the units is five cents per annum if and when demanded.  |
| GROSS FLOOR AREA | 3. | That the combined gross floor area of all buildings erected on the parcel shall not be less than 800 square metres and shall not exceed 2,000 square metres.   |
|                  | 4. | Each Lessee of each of the Units Nos 1 - 5 inclusive covenants with the Planning and Land Authority ("the Authority") on behalf of the Commonwealth of Australia ("the Commonwealth") in respect of each Lessee's relevant unit as follows: <ul style="list-style-type: none"><li>(a) to pay to the Authority at Canberra the rent hereinbefore reserved and any other moneys payable under the lease within one month of the date of any demand made by the Authority relating thereto and served on the Lessee;</li><li>(b) to pay to the Authority or any statutory authority his proportion that is equal to the proportion the unit entitlement bears to the aggregate unit entitlement of all the units of any amounts payable by the Owners Corporation to the Authority or a statutory authority (but which has not been paid by the Owners Corporation within the required time under the provisions of any law of the Territory applicable to the unit or common property) and without limiting the generality thereof under the provisions of the <u>Planning and Development Act 2007</u> and the <u>Unit Titles Act 2001</u>;</li></ul> |

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- |   |     |  |
|---|-----|--|
| PURPOSE   | (c) | To use units 1 – 5 only for one or more of the following purposes:<br><br>(i) industrial trades;<br>(ii) light industry;<br>(iii) non retail commercial LIMITED to office;<br>(iv) plant and equipment hire establishment; and<br>(v) shop;<br><br>PROVIDED ALWAYS THAT the maximum gross floor area for non retail commercial use shall not exceed 2,000 square metres AND FURTHER PROVIDED THAT the maximum gross floor area for any shop other than bulky goods retailing and personal services shall not exceed 200 square metres; |
| CARPARKING  | (d) | That any carparking spaces subsidiary to any unit shall be maintained by the Lessee;   |
| FACILITIES AND ACCESS FOR PERSONS WITH A DISABILITY | (e) | That the Lessee shall provide and maintain facilities and access on the land for persons with a disability in accordance with plans and specifications submitted to and approved in writing by the Authority;  |
| UNIT SUBSIDIARY                                     | (f) | Not to use any unit subsidiary to that unit as a habitation;   |
| SERVICE AREAS                                       | (g) | That the Lessee shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the unit is suitably screened from public view;   |
| BUILDING SUBJECT TO APPROVAL                        | (h) | That the Lessee shall not without the previous approval in writing of the Authority erect any building on the parcel or make any structural alterations to the unit;   |
| REPAIR  | (i) | That the Lessee shall at all times during the said term maintain repair and keep in repair the unit to the satisfaction of the Authority excluding any defined parts under the provisions of the <u>Unit Titles Act 2001</u> ;   |
| FAILURE TO REPAIR                                   | (j) | If and whenever the Lessee is in breach of the Lessee's obligations to maintain repair and keep in repair the unit the Authority may by notice in writing to the Lessee specifying the repairs and maintenance needed require the Lessee to effect the necessary work in accordance with the notice. If the Authority is of the opinion that a building or some other improvement on the leased parcel is beyond reasonable repair the Authority may by notice in writing to the Lessee require the Lessee to remove the               |

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building or improvement and may require the Lessee to construct a new building or improvement in place of that removed within the time specified in the notice. If the Lessee does not carry out the required work within the time specified by the Authority any person or persons duly authorised by the Authority with such equipment as is necessary may enter upon the leased parcel and carry out the necessary work and all costs and expenses incurred by the Authority in carrying out the work shall be paid by the Lessee to the Authority 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 Authority by the Lessee;

RIGHT OF INSPECTION

- (k) To permit any person or persons authorised by the Authority to enter upon the unit at all reasonable times and in any reasonable manner to inspect the unit;

RATES AND CHARGES

- (l) To pay all rates charges and other statutory outgoings assessed levied or payable in respect of the unit as and when they are due for payment;

PRESERVATION OF TREES

- (m) That the Lessee shall not, without the previous consent in writing of the Territory, remove any tree:
- (i) that has been identified in a development approval for retention during the period allowed for construction of the building;
  - (ii) to which the Tree Protection Act 2005, applies;

MINERALS

- (n) All minerals on or in the parcel are reserved to the Territory.

5. The Commonwealth covenants with each of the Lessees of all the units as follows:

QUIET ENJOYMENT

- (a) That the Lessee paying the rent and all other money due and observing and performing the covenants and stipulations on the part of the Lessee to be observed and performed shall quietly enjoy the unit without interruption by the Authority or any person lawfully claiming from or under or in trust for the Authority.

6. It is mutually covenanted and agreed by the Commonwealth and each of the Lessees of all the units as follows:

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- TERMINATION (a) That if:
- (i) any rent or other moneys payable under this lease shall remain unpaid for three months next after the date appointed for payment thereof (whether such rent shall have been formally demanded or not); or
  - (ii) the said unit is at any time not used for a period of one year for the purpose for which this lease is granted; or
  - (iii) the Lessee shall fail to observe or perform any other of the covenants contained in this lease on the part of the Lessee to be observed or performed and shall have failed to remedy such breach within a period of six months from the date of service on the Lessee of a notice in writing from the Authority specifying the nature of such breach
- the Authority on behalf of the Commonwealth may terminate this lease but without prejudice to any claim which the Authority or the Commonwealth may have against the Lessee in respect of any breach of the covenants on the part of the Lessee to be observed or performed;
- ACCEPTANCE OF RENT (b) That acceptance of rent or other moneys by the Authority during or after any period referred to in Clause 6(a), (i), (ii) or (iii) shall not prevent or impede the exercise by the Authority of the powers conferred upon it by Clause 5(a);
- FURTHER LEASE (c) That any extension of terms for all the leases shall be in accordance with the provisions of the Planning and Development Act 2007;
- NOTICES (d) That 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 Authority and delivered to or sent in a prepaid letter addressed to the Lessee at the Unit or at the registered office or last known address of the Lessee or affixed in a conspicuous position on the Unit;
- EXERCISE OF POWERS (e) 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:
- (i) the Authority;





- (ii) 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
- (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Development Act 2007.

7. In this schedule unless the contrary intention appears:

- (a) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (b) "building" means any building or structure constructed or partially constructed or to be constructed, as the context permits or requires, on or under the leased land;
- (c) "business agency" means the use of land for the purpose of providing a commercial service directly and regularly to the public;
- (d) "financial establishment" means the use of land for the primary purpose of providing finance, investing money, and providing services to lenders, borrowers and investors on a direct and regular basis;
- (e) "gross floor area" means the sum of the area of all floors of the building measured from the external faces of the exterior walls or from the centre lines of walls separating the building from any other building, excluding any area used solely for rooftop fixed mechanical plant and/or basement car parking;
- (f) "industrial trades" means the use of land for the selling, hiring or servicing of goods or materials for industrial, agricultural, construction, transport or like purposes where:
  - (i) a large area for handling, storage or display is required; and/or
  - (ii) the activity carried out has the potential to have an environmental impact similar to industry in terms of traffic and parking generation, noise and air pollution, and visual impact;

*Handwritten signature/initials*

- (g) "Lessee" shall:
- (i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
  - (ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy the persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of them; and
  - (iii) where the Lessee is a corporation be deemed to include such corporation and its successors and assigns;
- (h) "light industry" means an industry, not being a general, offensive, hazardous or mining industry, in which the processes carried on, the transportation involved or the machinery or materials used do not interfere with the amenity of the locality by reason of noise, vibration, smell, fumes, smoke, vapour, steam, soot, ash, dust, waste water, waste products, grit, oil or otherwise. The use includes a craft workshop;
- (i) "non retail commercial use" means a business agency, financial establishment, office or public agency;
- (j) "office" means the use of the land used for the purpose of administration, clerical, technical, professional or like business activities, including a government office, which does not include dealing with members of the public on a direct and regular basis except where this is ancillary to the main purpose of the office;
- (k) "plant and equipment hire establishment" means the use of land where plant and equipment are stored, displayed and hired out or leased to persons for intermittent use, but does not include premises used for the purposes of hiring home entertainment equipment, such as stereo sound systems, televisions, video cassette recorders, video tapes and the like;
- (l) "premises" means the leased land building and all other improvements on the parcel of leased land;




- (m) "public agency" means the use of land for the purpose of providing a public service directly and regularly to the public and includes a government agency, which provides a commercial service to the public;
- (n) "shop" means the use of land for the purpose of selling, exposing or offering the sale by retail or hire, goods and personal services, includes bulky goods retailing, department store, personal service, retail plant nursery, supermarket and take-away food shop;
- (o) "Territory" means:
  - (i) when used in a geographical sense the Australian Capital Territory; and
  - (ii) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- (p) "unit" 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;
- (q) "unit subsidiaries" has the same meaning as in the Unit Titles Act 2001;
- (r) words in the singular include the plural and vice versa;
- (s) words importing one gender include the other genders;
- (t) 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.

Dated this Eleventh day of December 2009.

Lyn Tanbar

  
a delegate of the Planning and Land  
Authority in exercising its functions

LESSEE: Tearoy Management Pty Limited ACN 104 022 175

  
SOLE DIRECTOR

# Form 5

Revised 1/7/03

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO 3410

Block 35 Section 7 Division of MITCHELL

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 first day of November Two thousand one hundred and four.
2. The rent reserved by and payable under the lease is five cents per annum if and when demanded.
3. That the combined gross floor area of all buildings erected on the parcel shall not be less than 800 square metres and shall not exceed 2,000 square metres;
4. The Owners - Units Plan No. 3410 ("the Owners Corporation") covenants with Planning and Land Authority ("the Authority") on behalf of the Commonwealth of Australia ("the Commonwealth") as follows:
  - (a) To pay to the Authority at Canberra the rent hereinbefore reserved within one month of the date of any demand made by the Authority relating thereto and served on the Owners Corporation;
  - (b) To use the common property for the purpose of carparking, landscaping, paving, lighting, storage areas, service areas, vehicular and pedestrian access and for any other purpose approved by the Owners Corporation PROVIDED THAT these uses are consistent with the permitted purposes of the units;
  - (c) At all times during the term of the lease maintain repair and keep in repair to the satisfaction of the Authority all buildings or parts of buildings landscaping hardstanding car and truck parking 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;
  - (d) Not to erect any building or make any structural alterations in any building or part of a building or other improvement on the common property without the previous approval in writing of the Authority;

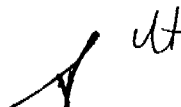


- (e) That the Owners Corporation shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the common property is suitably screened from public view;
- (f) The Owners Corporation shall illuminate and keep illuminated at its own expense all public access areas on the land during the evening hours of operation in accordance with plans and specifications previously submitted to and approved in writing by the Authority;
- (g) The Owners Corporation shall provide and maintain an area for the loading and unloading of vehicles on the land in accordance with plans and specifications previously submitted to and approved in writing by the Authority;
- (h) That the Owners Corporation shall provide and maintain facilities and access on the land for persons with a disability in accordance with plans and specifications submitted to and approved in writing by the Authority;
- (i) That the Owners Corporation shall not, without the previous consent in writing of the Territory, remove any tree:
  - (i) that has been identified in a development approval for retention during the period allowed for construction of the building;
  - (ii) to which the Tree Protection Act 2005, applies;
- (j) If and whenever the Owners Corporation is in breach of the Owners Corporation's obligations to maintain repair and keep in repair the common property the Authority may by notice in writing to the Owners Corporation specifying the repairs and maintenance needed require the Owners Corporation to effect the necessary work in accordance with the notice. If the Authority is of the opinion that a building or some other improvement on the leased parcel is beyond reasonable repair the Authority may by notice in writing to the Owners Corporation require the Owners Corporation to remove the building or improvement and may require the Owners Corporation to construct a new building or improvement in place of that removed within the time specified in the notice. If the Owners Corporation does not carry out the required work within the time specified by the Authority any person or persons duly authorised by the Authority with such equipment as is necessary may enter upon the leased parcel and carry out the necessary work and all costs and expenses incurred by the Authority in carrying out the work shall be paid by the Owners Corporation to the Authority 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 Authority by the Owners Corporation;

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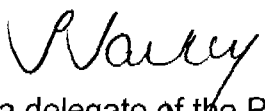
- (k) To permit any person or persons authorised by the Authority to enter upon the common property at all reasonable times and in any reasonable manner and inspect the common property and buildings parts of buildings services parts of services and improvements situated in or on the land forming the common property;
  - (l) All minerals on or in the common property are reserved to the Territory.
5. It is mutually covenanted and agreed by the Commonwealth of Australia and the Owners Corporation as follows:
- (a) That 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 Authority on behalf of the Commonwealth may terminate this lease but without prejudice to any claim which the Authority or the Commonwealth may have against the Owners Corporation in respect of any breach of the covenants on the part of the Owners Corporation to be observed or performed;
  - (b) That any extension of terms for all the leases shall be in accordance with the provisions of the Planning and Development Act 2007;
  - (c) 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 as the case may be by:
    - (i) the Authority;
    - (ii) 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
    - (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Development Act 2007.
6. In this schedule unless the contrary intention appears:
- (a) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
  - (b) "building" means any building or structure constructed or partially constructed or to be constructed, as the context permits or requires, on or under the leased land;
  - (c) "gross floor area" means the sum of the area of all floors of the building measured from the external faces of the exterior walls or from the centre lines of walls separating the building from any other building, excluding any area used solely for rooftop fixed mechanical plant and/or basement carparking;




- (d) "owners corporation" means the body corporate under the name of 'The Owners - Units Plan No. 34 10 ';
- (e) "premises" means the leased land building and all other improvements on the parcel of leased land;
- (f) "services" means hydraulic mains stormwater drains sewer lines hydraulic fire mains and hydrants together with all necessary appurtenances;
- (g) "Territory" means:
  - (i) when used in a geographical sense the Australian Capital Territory; and
  - (ii) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- (h) "unit" 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;
- (i) words in the singular include the plural and vice versa;
- (j) words importing one gender include the other genders;
- (k) 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.

Dated this Eleventh day of December 2009.

Lyn Tankey

  
a delegate of the Planning and  
Land Authority in exercising its  
functions

LESSEE: Tearoy Management Pty Limited ACN 104 022 175

  
SOLE DIRECTOR