

FORM 1

Real Property (Unit Titles) Ordinance 1970  
**UNITS PLAN No. 320**

Block 18  
Register Book Volume 301

Section 29  
Folio 80

Division of BRADDON  
Deposited Plan No 302

Address of the Corporation for service of documents 14 LONSDALE STREET BRADDON

I, **C. R. SAMUNDSETT**  
of **64 GOLDEN GROVE RED HILL A.C.T.**  
a surveyor registered under the Surveyors Ordinance 1987 hereby certify that -  
(a) the diagram on this sheet shows -  
(i) the boundaries of the above mentioned parcel of land  
(ii) the boundaries of each unit that is a Class B unit as defined in the Unit Titles Ordinance 1970 into which the parcel is to be sub-divided and  
(iii) the boundaries at ground level or projected to ground level of the extremities of each building or building in the course of erection on the parcel and  
(b) each building or building in the course of erection on the parcel is wholly within the parcel except to the extent to which -  
(i) any eaves and guttering (including down-piping) that form or are to form part of the building project or will project over land that forms part of a place that is a public place within the meaning of the Roads and Public Places Ordinance 1937 or  
(ii) any rigid awning that forms or is to form part of the building projects or will project over land that forms part of a place that is a public place within the meaning of the Roads and Public Places Ordinance 1937 and any support for such an awning stands or will stand on land that forms part of a place that is a public place within the meaning of that Ordinance  
Dated this 30<sup>th</sup> day of NOVEMBER 1983  
*C. R. Samundsett*  
Registered Surveyor  
\* Delete if not applicable  
+ Delete if there is no building or building in the course of erection on the parcel

Approved under the Unit Titles Ordinance 1970 as the Units Plan for the sub-division of the abovementioned parcel of land  
Dated this Twenty first day of March 1984

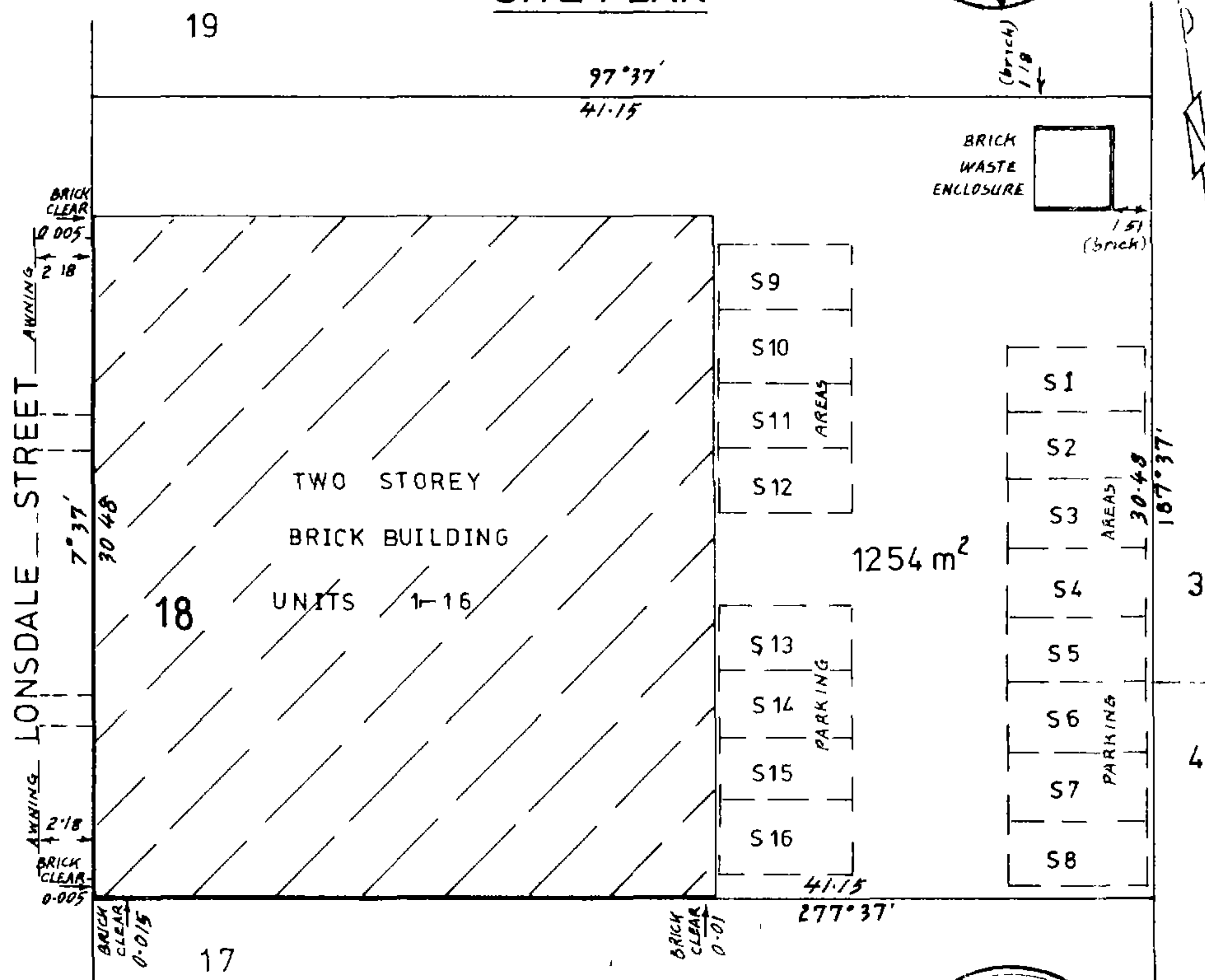
*C. Johnson*  
Deputy of the Minister of State for the Capital Territory  
Territories and Local Government

Registered by me on the Twenty sixth day of March 1984  
at Two O'clock in the AFTER noon the number allocated to the Units Plan being 320  
The terms of the leases of the units and the lease of the common property expire on the FOURTEENTH day of AUGUST 20



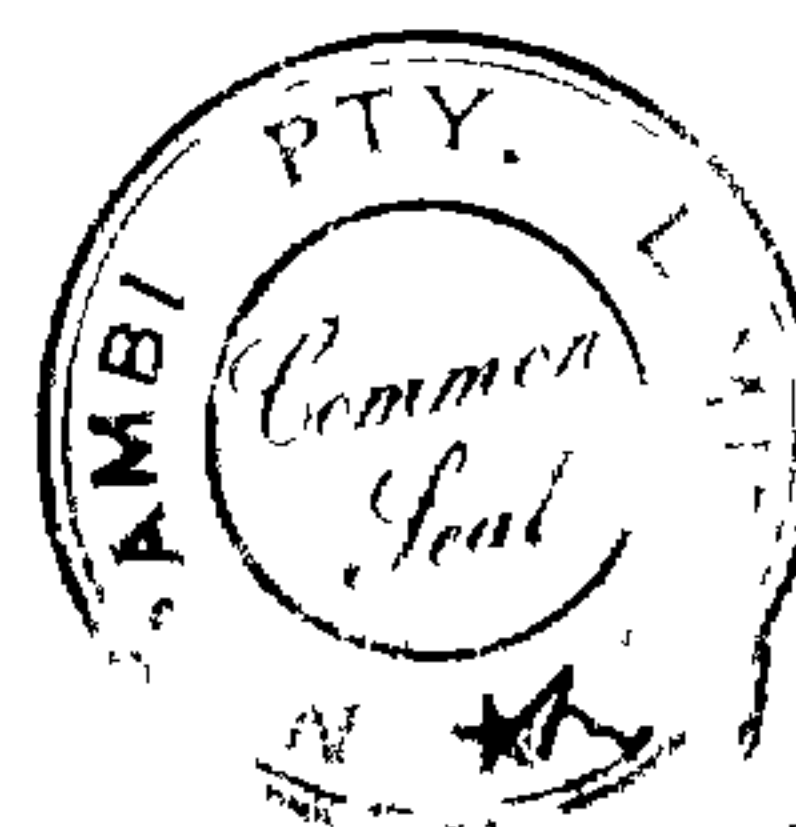
*Chris Price*  
A. PRICE Deputy

**SITE PLAN**



SECTION 29  
D P 302

The Common Seal of Narambi Pty. Limited was hereto affixed by resolution of the Board of Directors and in the presence of two of the Directors whose names are set out hereat



Applicant



FORM 3

Real Property (Unit Titles) Ordinance 1970

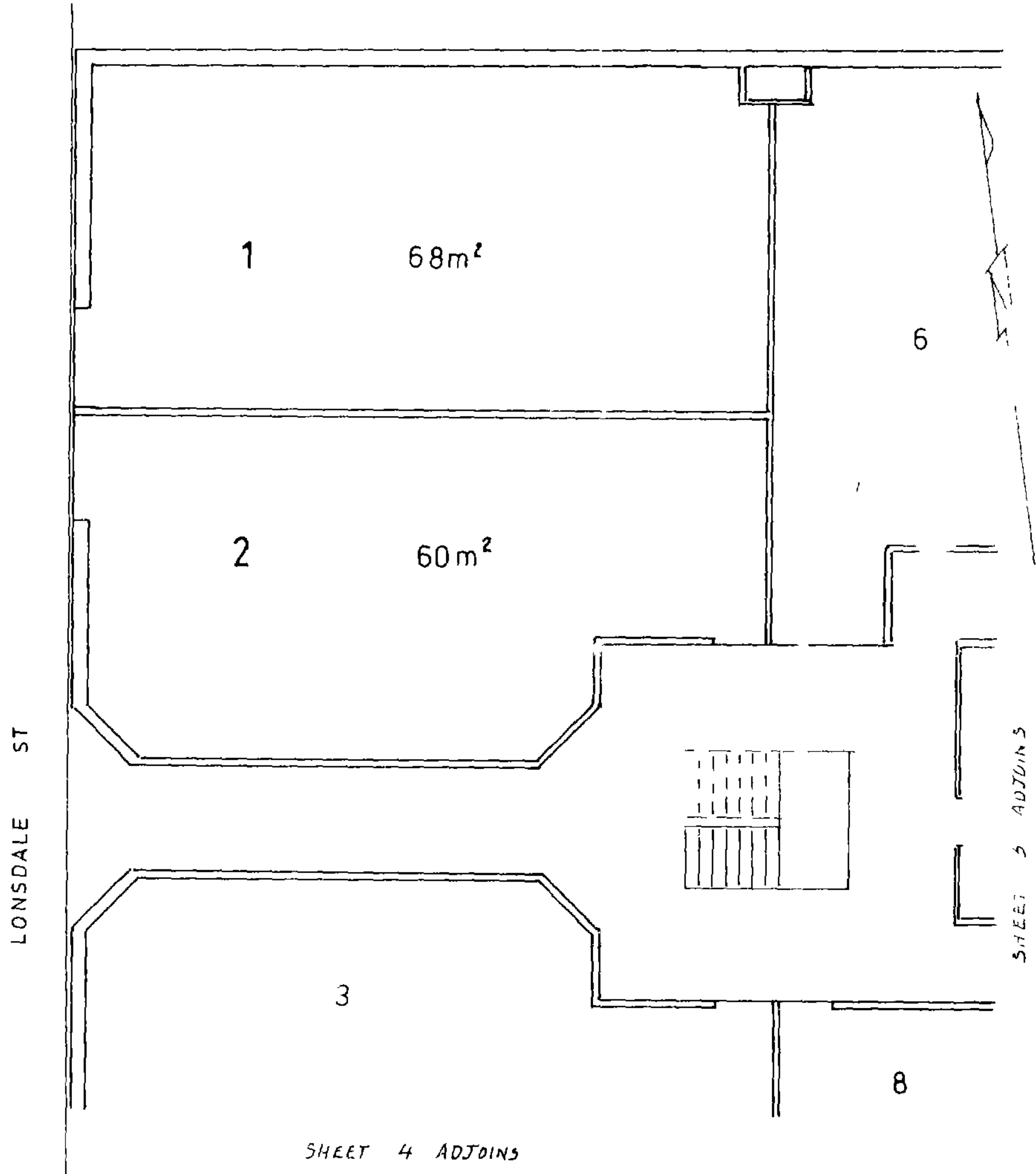
# UNITS PLAN No. 320

Block 18 , Section 29 , Division of BRADDON

## FLOOR PLAN

(1) GROUND CLASS A UNITS

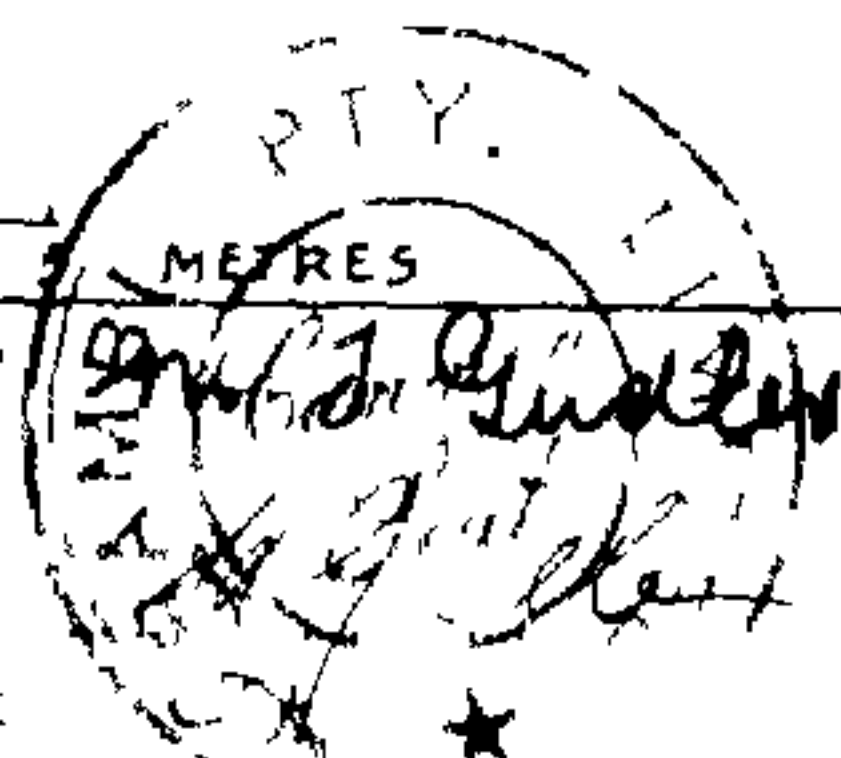
(1) Number of floor



Scale 1:100

The Common Seal of Narambi Pty. Limited was hereunto affixed by resolution of the Board of Directors and in the presence of two of the Directors whose names are set out opposite hereto

Applicant



Deputy

Minister of State for Capital Territory  
Governor

FORM 3

Real Property (Unit Titles) Ordinance 1970

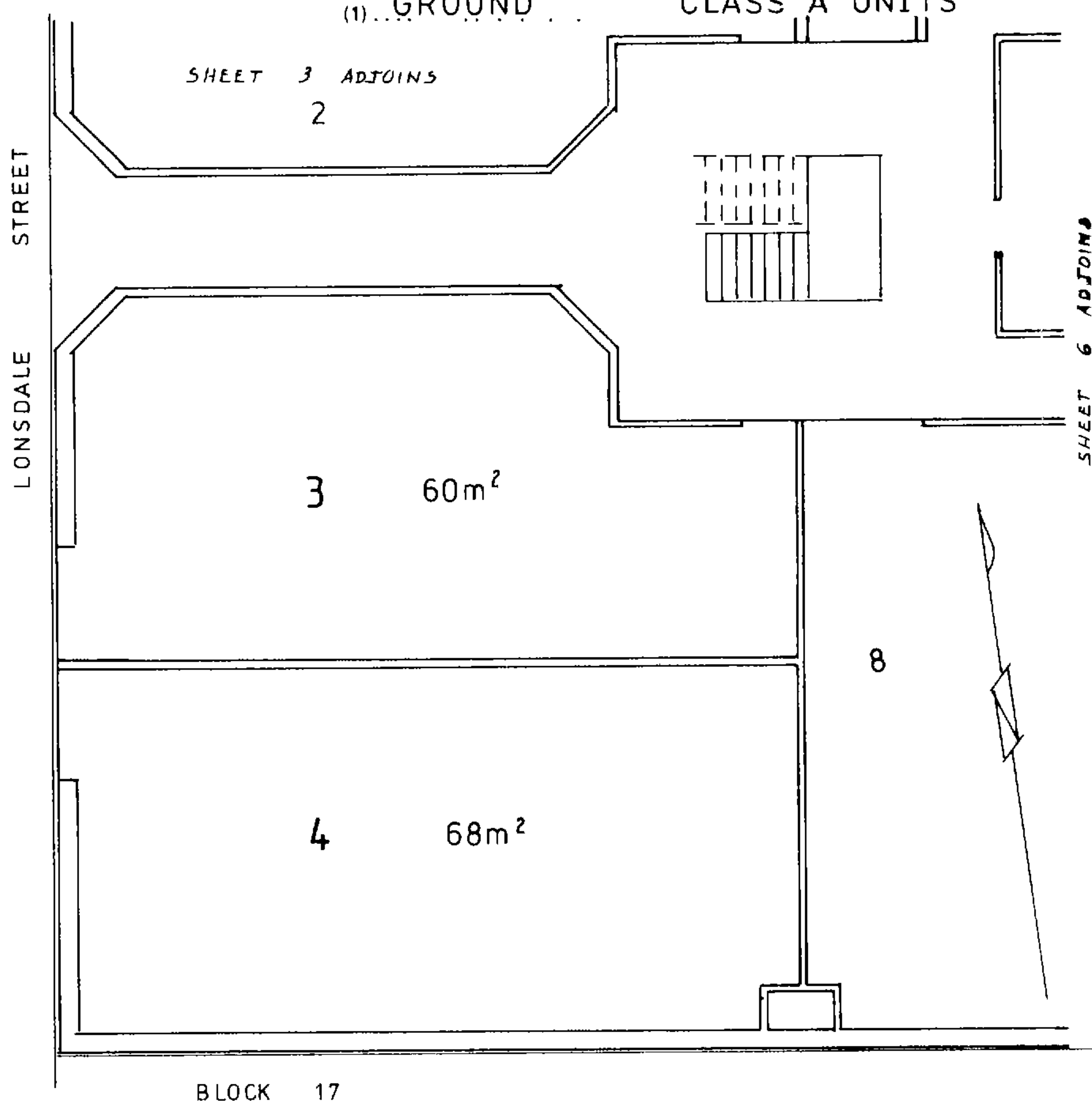
# UNITS PLAN No. 320

Block 18 . . . . . Section 29 . . . . . Division of BRADDON

## FLOOR PLAN

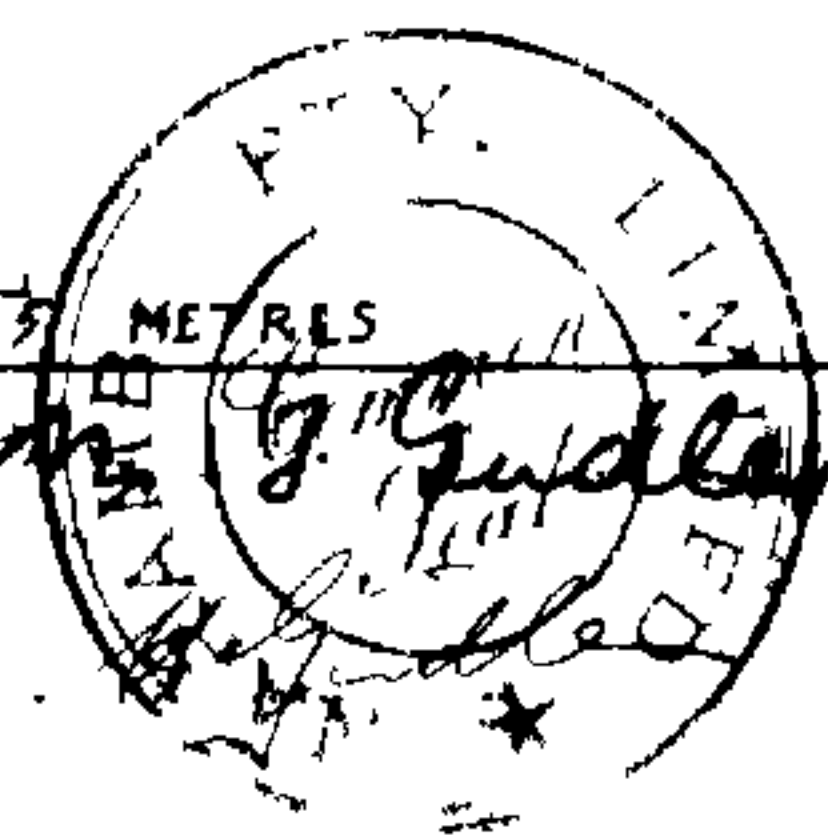
(1) GROUND CLASS A UNITS

(1) Number of floor



Scale 1:100

The Common Seal of Narambri Pty. Limited was hereunto affixed by resolution of the Board of Directors and in the presence of two of the Directors whose Applicant names are set out opposite hereto



Delegate of the Minister of State for the Capital Territory Territories and Local Government

FORM 3

Real Property (Unit Titles) Ordinance 1970

**UNITS PLAN No. 320**

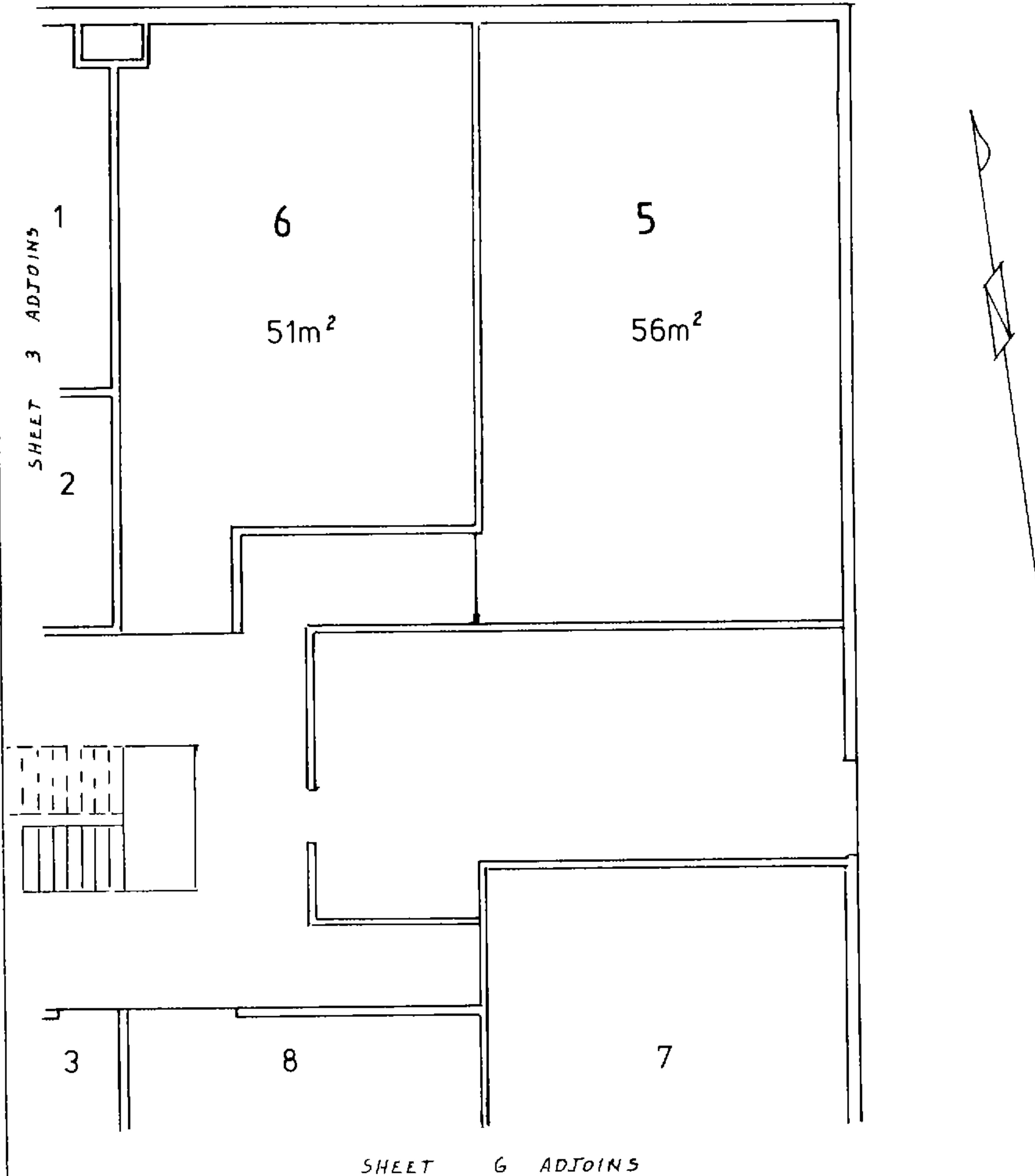
Block 18 , Section 29 , Division of BRADDON ...

**FLOOR PLAN**

(1) .. GROUND.

CLASS A UNITS

(1) Number of floor

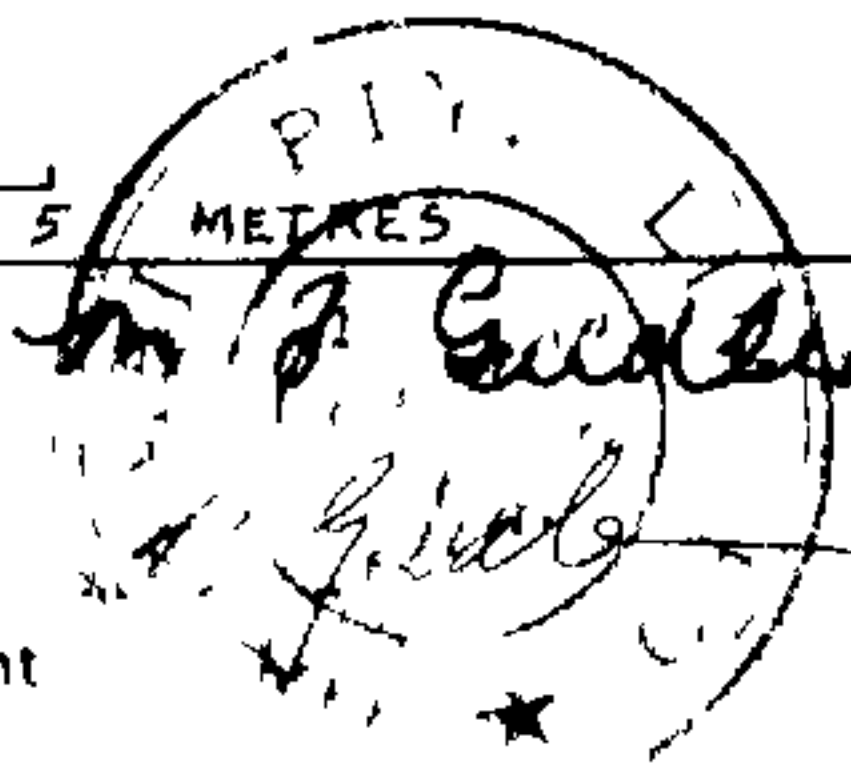


Scale 1:100

0 1 2 3 4 5

METRES

The Common Seal of Nerambi Pty. Limited was hereunto affixed by resolution of the Board of Directors and in the presence of two of the Directors whose names are set out opposite Applicant herefo



Delegate of the Minister of State for the Capital Territory  
Territory and Local Government

FORM 3

Real Property (Unit Titles) Ordinance 1970

# UNITS PLAN No. 320

Block.. 18 .. , Section 29 , Division of BRADDON..

## FLOOR PLAN

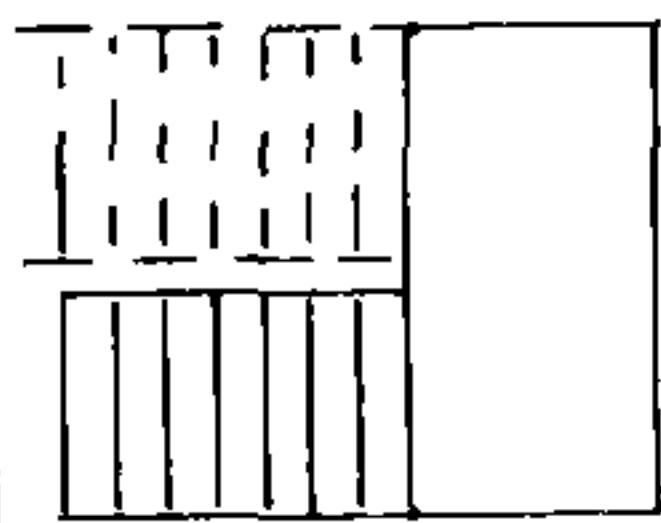
(1) GROUND

CLASS A UNITS

(1) Number of floor

SHEET 5 ADJOINS

2 6



SHEET 4 ADJOINS

3

4

7

34m<sup>2</sup>

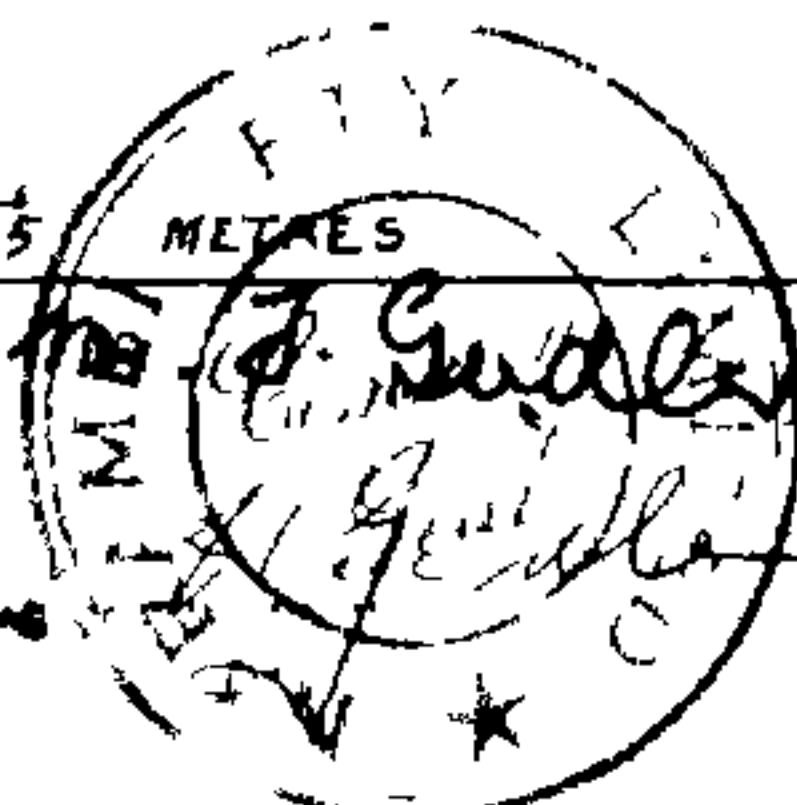
8

89m<sup>2</sup>

BLOCK 17

Scale 1:100

The Common Seal of Narembi Pty. limited was hereunto affixed by resolution of the Board of Directors and in the presence of two of the Directors whose names are set out opposite hereto



Delegate of the Minister of State for the Capital Territory Territories and Local Government



FORM 3

Real Property (Unit Titles) Ordinance 1970

# UNITS PLAN No. 320

Block 18

Section 29

Division of BRADDON

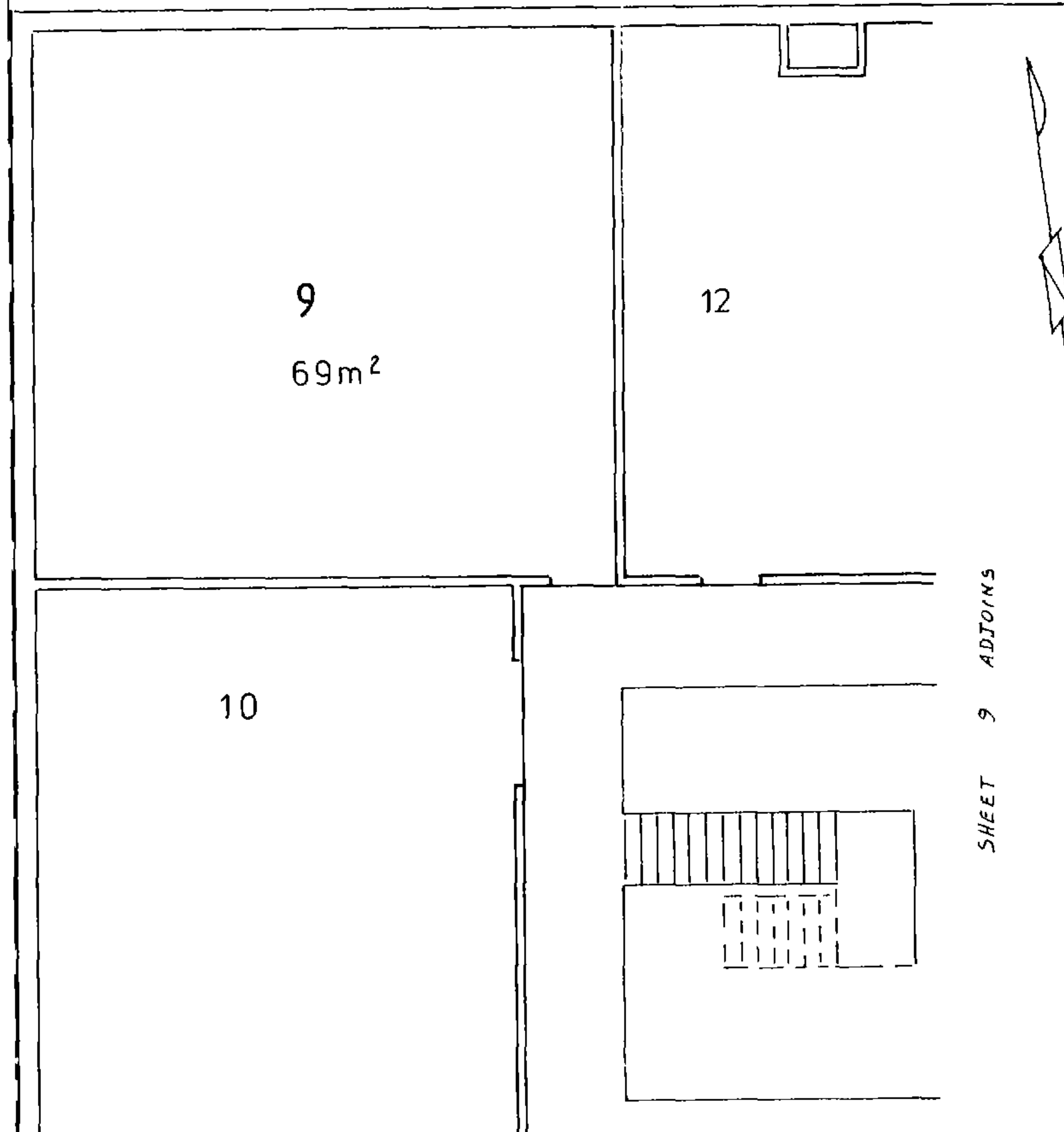
## FLOOR PLAN

(1). FIRST

CLASS A UNITS

(1) Number of floor

LONSDALE ST



SHEET 9 ADJOINS

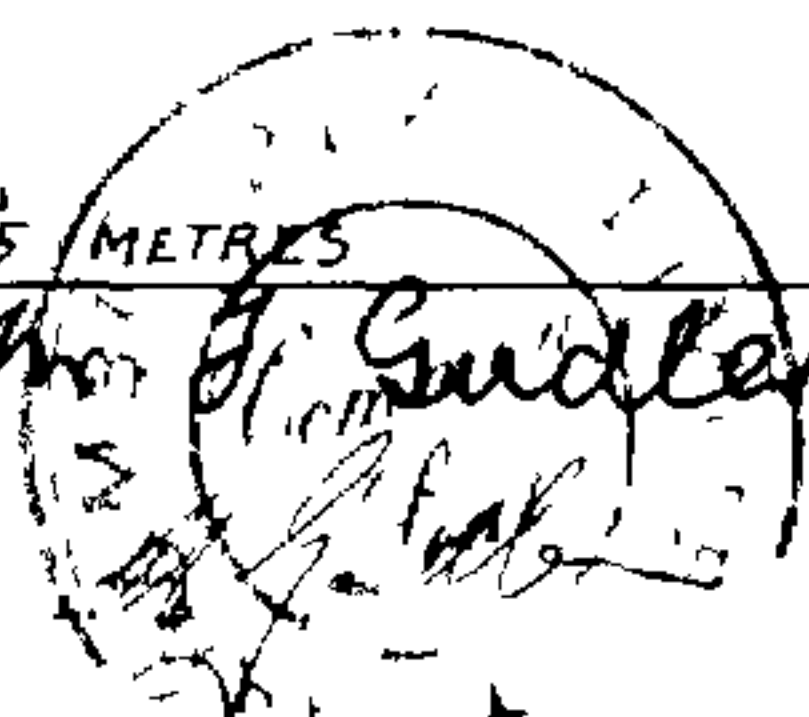
SHEET 3 ADJOINS

Scale 1:100

0 1 2 3 4 5 METRES

The Common Seal of Narambri Pty. limited was hereunto affixed by resolution of the Board of Directors and in the presence of two of the Directors whose names are set out opposite hereto.

Applicant



Deputy Minister of State for the Capital Territory  
and Local Government

FORM 3

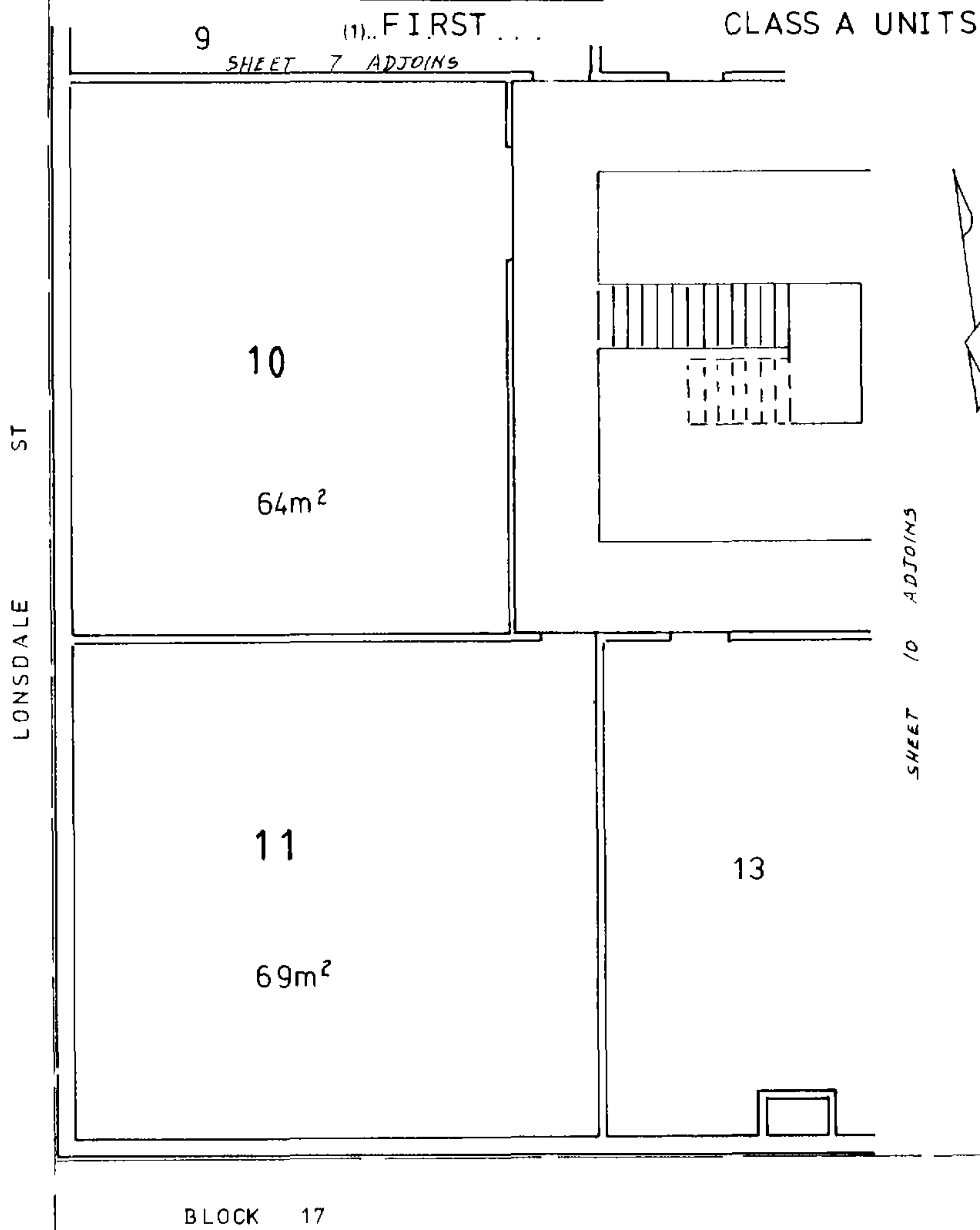
Real Property (Unit Titles) Ordinance 1970

# UNITS PLAN No. 320

Block. 18, Section 29, Division of BRADDON

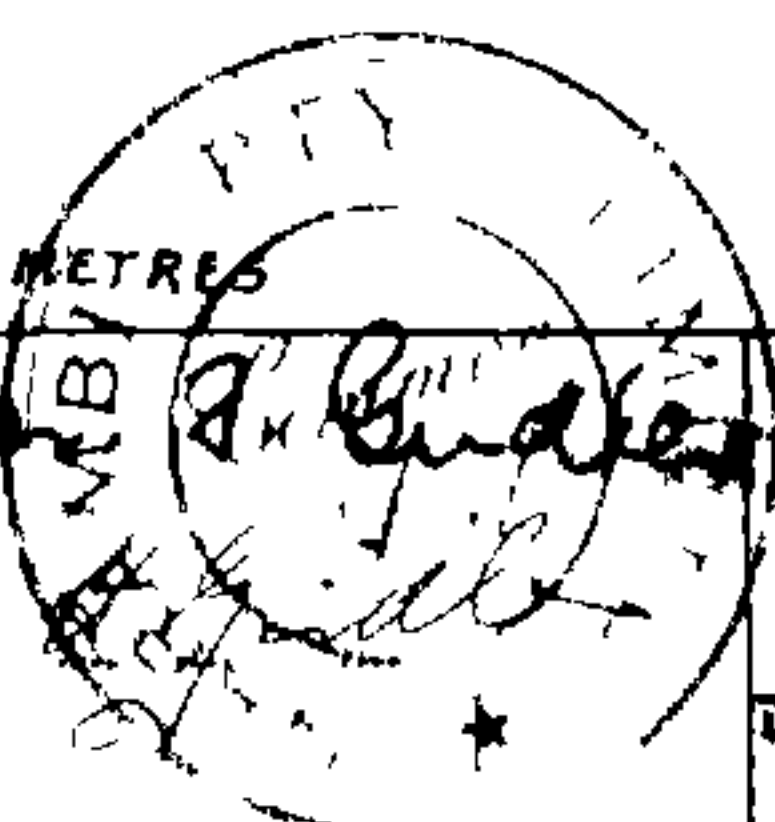
## FLOOR PLAN

(1) Number of floor



Scale 1:100  
0 1 2 3 4 5 METRES

The Common Seal of Narambri Pty. Limited was hereunto affixed by resolution of the Board of Directors and in the presence of two Applicant of the Directors whose names are set out opposite hereto



Delegate of the Minister of State for the Capital Territory Territories and Local Government



FORM 3

Real Property (Unit Titles) Ordinance 1970

# UNITS PLAN No. 320

Block . 1.8

, Section 29

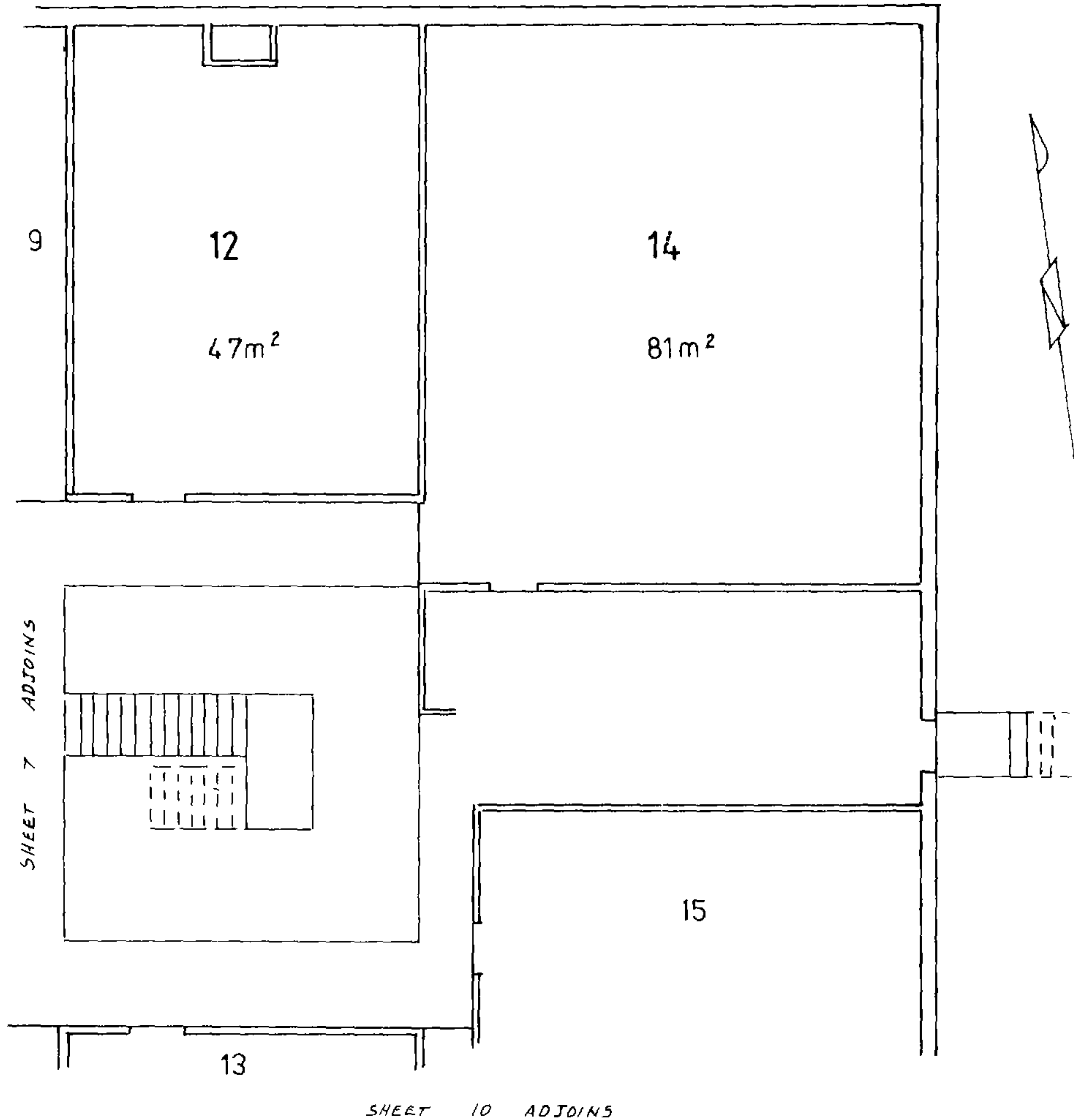
, Division of BRADDON.....

## FLOOR PLAN

(1) FIRST...

CLASS A UNITS

(1) Number of floor



Scale 1:100  
0 1 2 3 4 5 METRES

The common Seal of Nauru  
City Limited was hereunto  
affixed by resolution of  
the Board of Directors and  
in the presence of two of  
the Directors whose names  
are set out opposite  
here to



Deputy of the Minister of State for the Capital Territory  
Public Works and Local Government

FORM 3

Real Property (Unit Titles) Ordinance 1970

# UNITS PLAN No. 320

Block 18

Section 29

Division of BRADDON ...

## FLOOR PLAN

(1) Number of floor

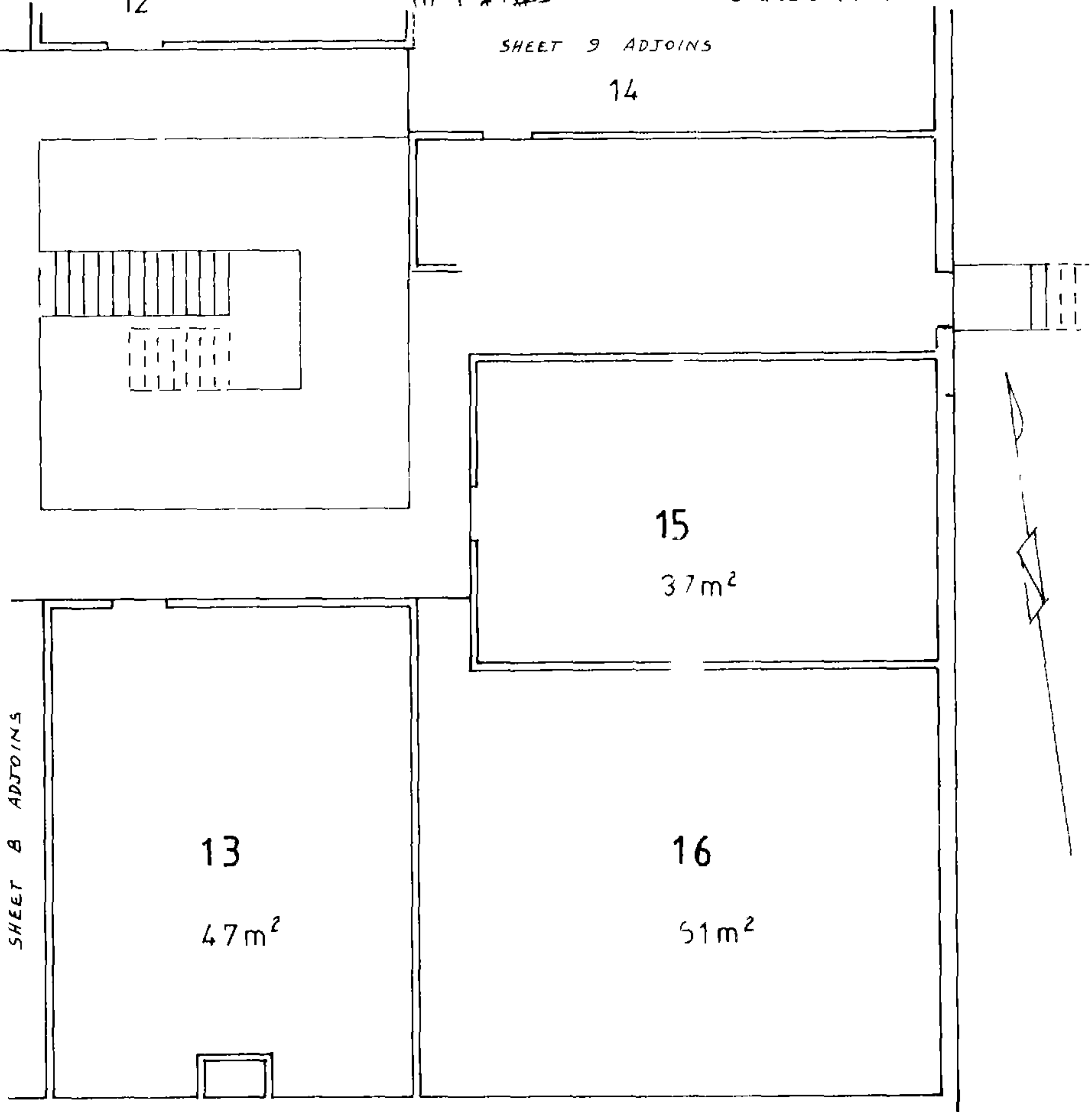
12

(1) FIRST

CLASS A UNITS

SHEET 9 ADJOINS

14



BLOCK 17

Scale 1 100  
0 1 2 3 4 METRES

The Common Seal of Narambri Pty. Limited was hereunto affixed by resolution of the Board of Directors and in the presence of two of the Directors whose names are set out opposite hereeto

Applicant

Deputy Minister of State for Capital Territory

FORM 3

Real Property (Unit Titles) Ordinance 1970

# UNITS PLAN No. 320

Block 18

Section 29

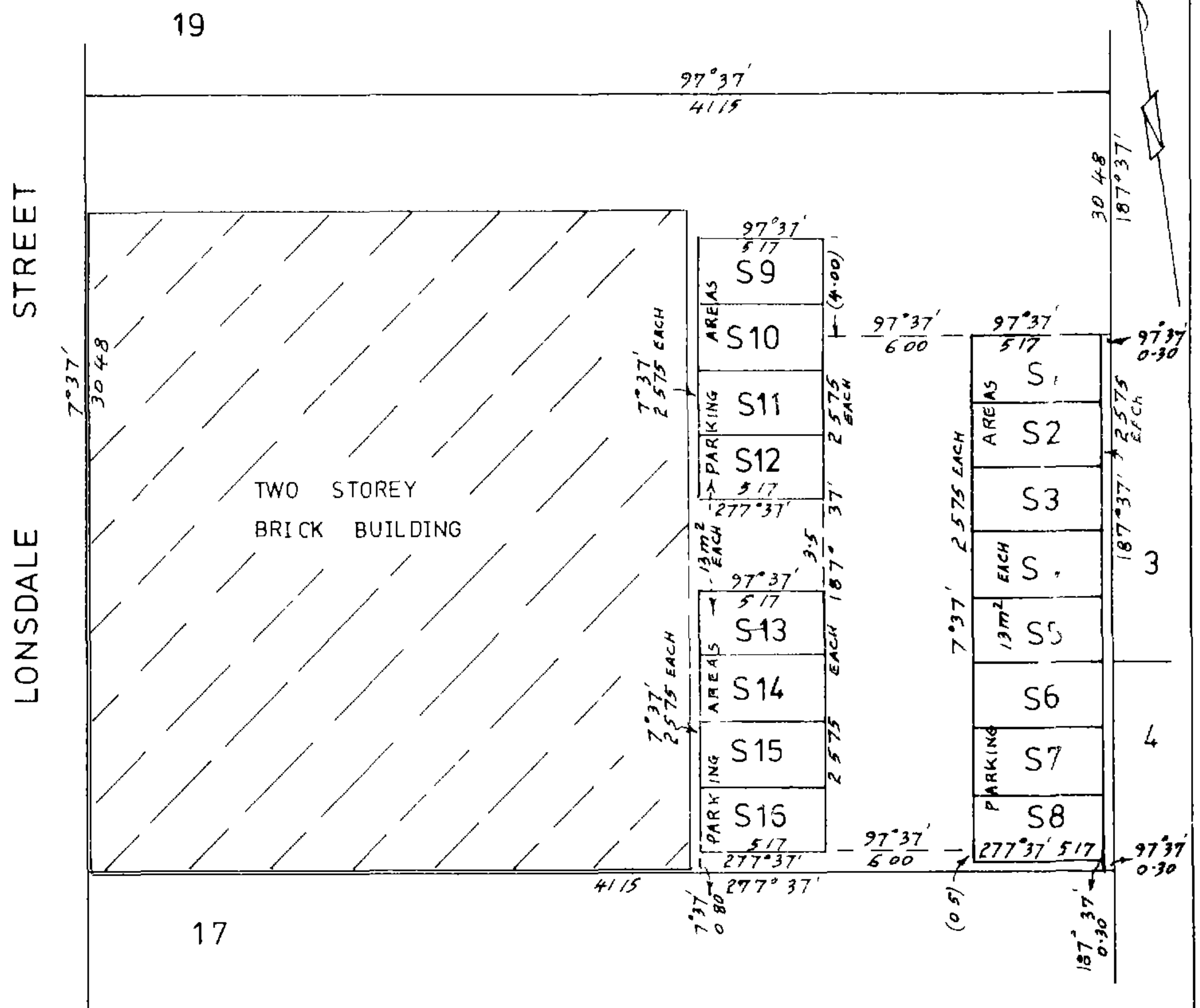
Division of BRADDON ..

## FLOOR PLAN

(1) GROUND

SUBSIDIARY UNITS

(1) Number of floor



Scale 1:250  
0 1 2 3 4 5 10 15 METRES

The Common Seal of Narambri Pty. Limited was hereunto affixed by resolution of the Board of Directors and in the presence of two of the Directors whose names are set out opposite to

*[Signature]*  
Director

Delegat... of State for the Capital Ter...  
... and ... Government

Real Property (Units Titles) Ordinance 1970

Sheet No. 12 of 13 Sheets

Units Plan No. 320

Block 18 Section 29 Division of Braddon

Schedule of Provisions Covenants and Conditions  
subject to which Leases of Units are held

INTERPRETATION

1. In the Lease of each of the units unless the contrary intention appears:
  - (a) "building" means the building or buildings on the parcel at the date of the commencement of the lease and any building or buildings constructed on the parcel in accordance with the covenants of this lease or any building or buildings replacing the same together with all fittings fixtures (including floor coverings) plant machinery and appurtenances thereof and therein contained or if the context so admits any part thereof;
  - (b) "corporation" means the body corporate under the name of 'The Proprietors' - Unit Plan No. 320;
  - (c) "gross floor area" means the sum of the gross areas of the floor or 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;
  - (d) "Lessee" shall -
    - (i) where the Lessee shall consist of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
    - (ii) where the Lessee shall consist 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 the executors administrators and assigns of the survivor of them; and
    - (iii) where the Lessee is a corporation be deemed to include such corporation its successors and assigns;
  - (e) "premises" means the land building and all other improvements on the parcel.

TERM

2. The term of the lease of each of the units expires on the fourteenth day of August Two thousand and forty nine.
3. The Lessees of each of the Units Nos 1-16 Covenants with the Commonwealth as follows:

RENT

- (a) That from the date of grant of this lease the Lessee will pay to the Commonwealth rent at the rate of five cents per annum if and when demanded payable within one month of the date of any demand made by the Commonwealth relating thereto and served on the Lessee;

MANNER OF PAYMENT  
OF RENT

- (b) That any rent or other moneys payable by the Lessee to the Commonwealth under this lease shall be paid to such person as may be authorised by the Commonwealth for that purpose at Canberra in the said Territory without any deduction whatsoever.

4. THE LESSEES OF EACH OF THE UNITS Nos 1-16 FURTHER  
COVENANTS WITH THE COMMONWEALTH as follows:

PURPOSE

- (a) To use the said land for one or more of the following purposes:-
- (i) any manufacturing process repairing servicing (including laundering and dry cleaning) and hiring of machinery;
  - (ii) veterinary hospital and clinic medical and dental clinics and banking chambers;
  - (iii) the sale by retail of goods manufactured processed or assembled on the premises;
  - (iv) the sale of liquor;
  - (v) restaurants and cafes;
  - (vi) the sale of general hardware camping garden and sporting equipment;
  - (vii) the sale of parts and accessories for motor vehicles trailers caravans boats and machinery and the sale of motor bicycles and bicycles;
  - (viii) the upper floor only of any building may also be used for the purposes of general and professional offices.

ENVIRONMENTAL

BUT EXCLUDING panel beating and spray painting and any use of the premises which causes injury to or prejudicially affects the amenity of the area by the emission of noise vibration smell fumes ash dust smoke waste water or waste products grit oil or otherwise; and PROVIDED ALWAYS THAT

GROSS FLOOR AREA

- (i) the gross floor area of the building on the said land shall not exceed 1254 square metres;
- (ii) within the meaning of this clause "gross floor area" means the sum of the gross areas of the floor of floors of the building measured from the external faces of the exterior walls;
- (iii) the building on the said land shall be a maximum of two storeys above footpath level;

SERVICE AREAS

- (b) That the Lessee shall screen and keep screened all service areas to the satisfaction of the Commonwealth and shall ensure that all plant and machinery contained within the premises is suitably screened from public view;



- BUILDING SUBJECT  
TO CONSENT
- (c) That the Lessee will not without the previous consent in writing of the Commonwealth erect any building on the land or make any structural alterations to the premises;
- REPAIR
- (d) That the Lessee will at all times during the said term maintain repair and keep in repair the premises to the satisfaction of the Commonwealth;
- FAILURE TO REPAIR
- (e) If and whenever the Lessee is in breach of the Lessee's obligations to maintain repair and keep in repair the premises the Commonwealth 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 Commonwealth is of the opinion that a building or some other improvement on the parcel is beyond reasonable repair the Commonwealth may by notice in writing to the Lessee require the Lessee to remove the 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 Commonwealth any person or persons duly authorised by the Commonwealth with such equipment as is necessary may enter upon the land and carry out the necessary work and all costs and expenses incurred by the Commonwealth in carrying out the work 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;
- RIGHT OF INSPECTION
- (f) To permit any person or persons authorised by the Commonwealth to enter upon the premises at all reasonable times and in any reasonable manner to inspect the premises.
- RATES AND CHARGES
- (g) To pay all rates charges and other statutory outgoings levied or payable in respect of the premises as and when the same fall due.
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 observing and performing the covenants and stipulations on the part of the Lessee to be observed and performed shall quietly enjoy the premises without interruption by the Commonwealth or any person lawfully claiming from or under or in trust for the Commonwealth.
- SURRENDER
- (b) That the Lessee may at any time upon payment of all rent and other moneys due to the Commonwealth under this lease surrender this lease to the Commonwealth but subject to any law of the Territory 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 buildings or other improvements upon the land.
6. It is mutually covenanted and agreed by the Commonwealth and each of the Lessees of all the units as follows:
- DETERMINATION
- (a) That if -



- (i) any rent or other moneys payable 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 Lessee shall fail to observe or perform any other of the covenants herein contained 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 Commonwealth specifying the nature of such breach

the Commonwealth may determine this lease but without prejudice to any claim which 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 Commonwealth during or after any period referred to in paragraph (ii) of sub-clause (a) of this clause shall not prevent or impede the exercise by the Commonwealth of the powers conferred upon it by sub-clause (a) of this clause;

FURTHER LEASE

- (c) That any extension of the terms of all the leases shall be in accordance with the provisions of the Unit Titles Ordinance 1970;

NOTICES

- (d) That any notice requirement demand consent or other communication to be given to or served upon the Lessee or Corporation under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Commonwealth and delivered to or sent in a prepaid letter addressed to -

- (i) 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; and

- (ii) the Corporation in accordance with the provisions of the Unit Titles Ordinance 1970;

EXERCISE OF  
COMMONWEALTH  
POWERS

- (e) Any and every right power and or remedy conferred on the Commonwealth or the Minister hereunder or implied by law may be exercised on behalf of the Commonwealth or the Minister as the case may be by:

- (i) the Minister of State of the Commonwealth for the time being administering the City Area Leases Ordinance 1936 or the Unit Titles Ordinance 1970 or any Statutes or Ordinances substituted therefor or the Member of the Executive Council of the Commonwealth for the time being performing the duties of such Minister;

- (ii) an authority or person for the time being authorised by the Minister of State referred to in (i) above, or by law to exercise those powers or functions of the Commonwealth or the Minister; or

(iii) the person to whom the Minister of State referred to in (i) above, has delegated all his powers or functions under the said City Area Leases Ordinance 1936 or the Unit Titles Ordinance 1970 any Statutes or Ordinances in substitution therefor.

IN WITNESS whereof the Commonwealth and Lessee have executed this Lease.

Dated this

twenty first day of March

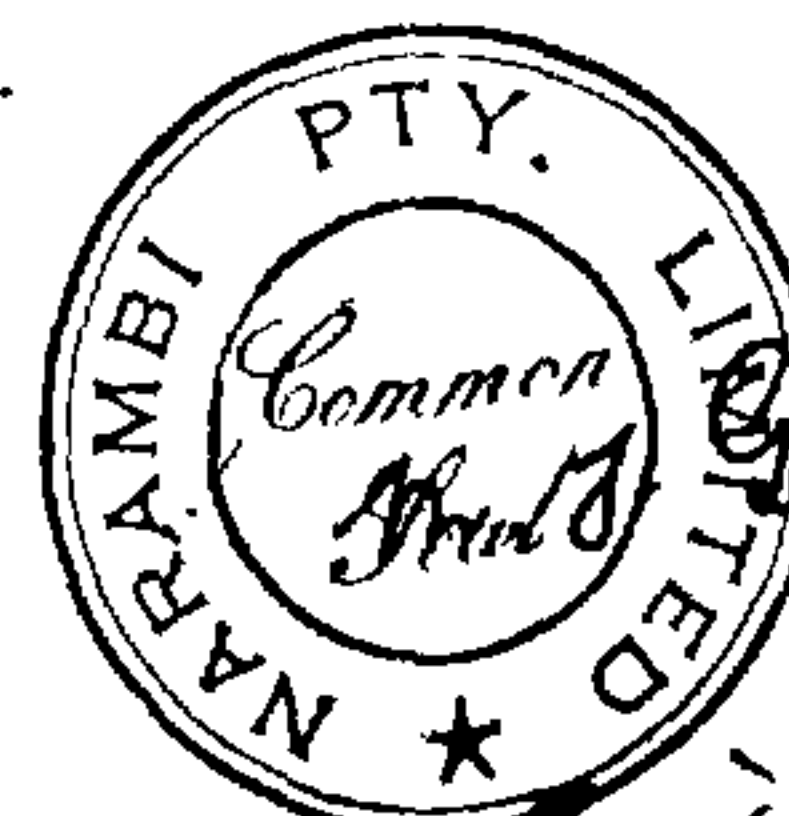
1984

SIGNED SEALED AND DELIVERED  
by VERNON EDWARD BERGER  
Delegate of the Minister  
for and on behalf of the  
Commonwealth in the  
presence of

*[Signature]*  
PUBLIC SERVANT

The Common Seal of NARAMBI  
PTY LIMITED was hereunto  
affixed by resolution of  
the Board of Directors  
and in the presence of  
two of the Directors  
whose names are set out  
opposite hereto and in  
the presence of:

*[Signature]*  
Minister  
*[Signature]*



Real Property (Unit Titles) Ordinance 1970

Sheet No. 13 of 13 Sheets

Units Plan No. 320

Block 18 Section 29 Division of Braddon

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 fourteenth day of August Two thousand and forty nine.
2. The rent reserved by and payable under the lease is Five cents per annum if and when demanded.
3. Proprietors - Units Plan No. 320 (hereinafter called "the Corporation") covenant 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) That the Corporation will at all times during the term of the lease maintain repair and keep in repair to the satisfaction of the Commonwealth all buildings or parts of buildings landscaping hardstanding car parking and all other improvements on the common property;
  - (c) That the Corporation will not without the previous approval in writing of the Commonwealth erect any building or make any structural alterations in any building or part of a building or other improvements on the common property;
  - (d) That the Corporation shall screen and keep screened all service areas to the satisfaction of the Commonwealth and ensure that all plant and machinery contained within the common property is suitably screened from public view;
  - (e) If and whenever the Corporation is in breach of the Corporation's obligations to maintain repair and keep in repair the common property the Commonwealth may by notice in writing to the Corporation specifying the repairs and maintenance needed require the Corporation to effect the necessary work in accordance with the notice. If the Commonwealth is of the opinion that a building or some other improvement on the land is beyond reasonable repair the Commonwealth may by notice in writing to the Corporation require the Corporation to remove the building or improvement and may require the Corporation to construct a new building or improvement in place of that removed within the time specified in the notice. If the Corporation does not carry out the required work within the time specified by the Commonwealth any person or persons duly authorised by the Commonwealth with such equipment as is necessary may enter upon the parcel and carry out the necessary work and all costs and expenses incurred by the Commonwealth in carrying out the work 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 and inspect the common property at all reasonable times and in any reasonable manner;
  - (g) 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.



- (h) That any extension of the terms of the lease of the common property shall be in accordance with the provisions of the Unit Titles Ordinance 1970.

4. It is mutually covenanted and agreed by the Commonwealth of Australia and the Corporation as follows:-

Any and every right power and or remedy conferred on the Commonwealth or the Minister hereunder or implied by law may be exercised on behalf of the Commonwealth or the Minister as the case may be by:

- (i) the Minister of State of the Commonwealth for the time being administering the City Area Leases Ordinance 1936 or the Unit Titles Ordinance 1970 or any Statutes or Ordinances substituted therefor or the Member of the Executive Council of the Commonwealth for the time being performing the duties of such Minister;
- (ii) an authority or person for the time being authorised by the Minister of State referred to in (i) above, or by law to exercise those powers or functions of the Commonwealth or the Minister; or
- (iii) the person to whom the Minister of State referred to in (i) above, has delegated all his powers or functions under the said City Area Leases Ordinance 1936 or the Unit Titles Ordinance 1970 any Statutes or Ordinances in substitution therefor.

IN WITNESS whereof the Commonwealth and Lessee have executed this Lease.

Dated this *twenty first* day of *March* 1984 *J.*

SIGNED SEALED AND DELIVERED )  
by VERNON EDWARD BERGER )  
Delegate of the Minister )  
for and on behalf of the )  
Commonwealth in the )  
presence of: )

*[Signature]*  
PUBLIC SERVANT

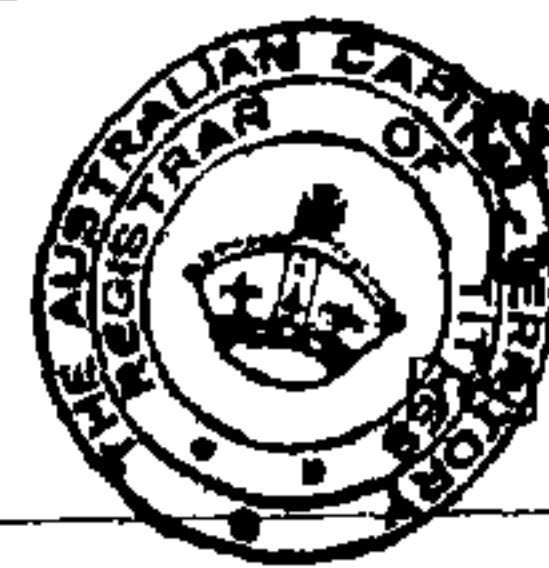
*[Signature]*

The Common Seal of NARAMBI PTY LIMITED was hereunto affixed by resolution of the Board of Directors and in the presence of two of the Directors whose names are set out opposite hereto and in the presence of:



*J. Gindler*

*[Signature]*  
*[Signature]*  
*[Signature]*



*Shirley Price*  
A. PRICE Deputy-  
Registrar of Titles