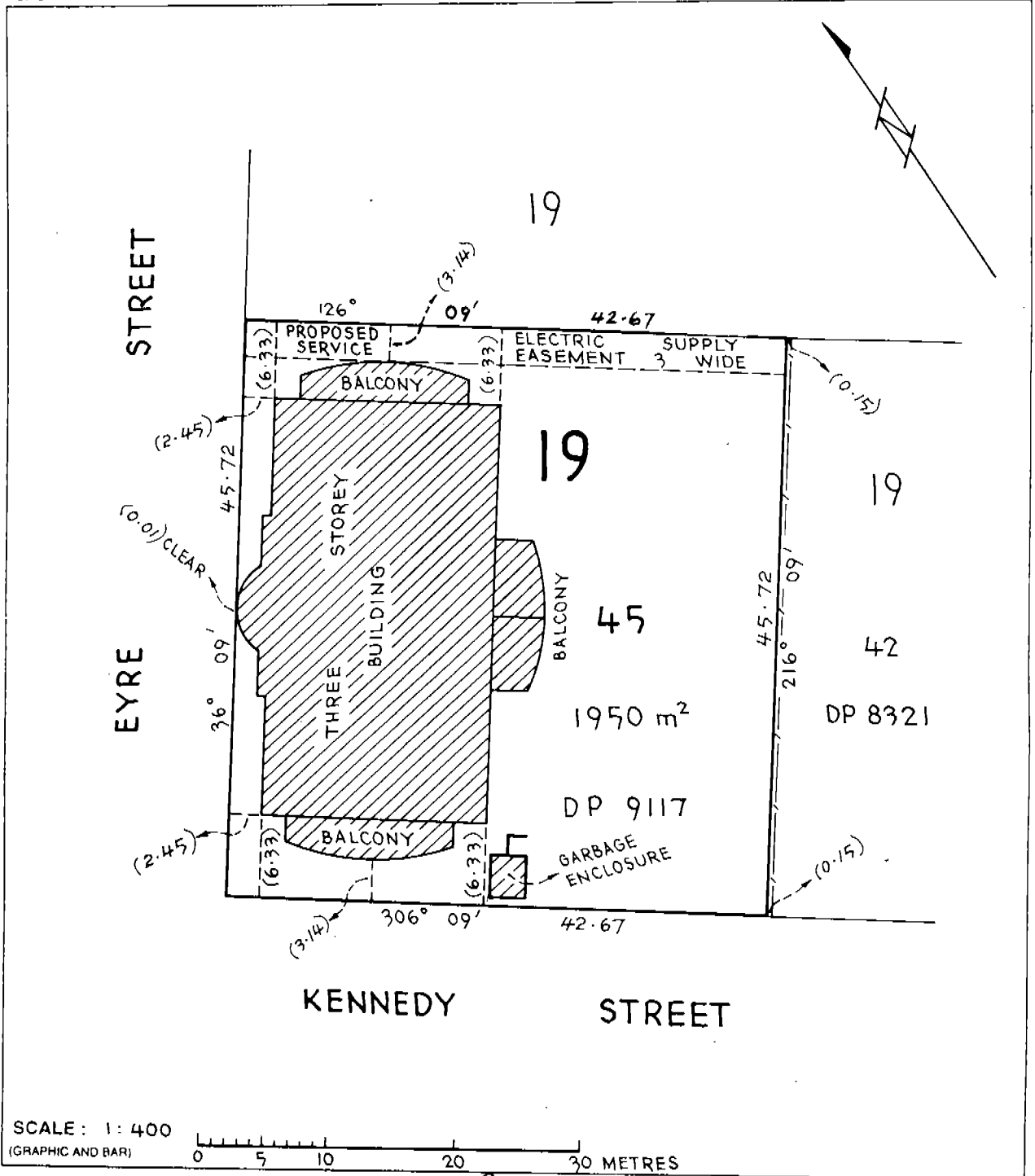


UNITS PLAN No 1707

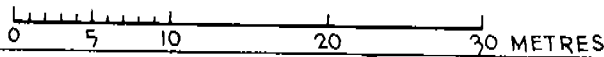
1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
CANBERRA CENTRAL / KINGSTON	19	45

2. SITE PLAN



SCALE: 1:400
(GRAPHIC AND BAR)



3. EXECUTION

<p><i>6 de Suonesschi</i></p> <p><i>6 de Suonesschi</i></p> <p>Applicant</p>	<p><i>6 de Suonesschi</i></p> <p>Surveyor</p>	<p><i>Monica Saad</i></p> <p>Monica Saad Delegate of the Minister</p>
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SURVEYOR'S DECLARATION

1. LAND

UNITS PLAN NO. 1707

DISTRICT/DIVISION	SECTION	BLOCK	VOL:FOL	DEPOSITED PLAN NO.
CANBERRA CENTRAL / KINGSTON	19	45	1521 : 4	9117

2. NAME OF MANAGER/CORPORATION AND ADDRESS FOR SERVICE OF NOTICES

Canberra Unit Plan Services 43 Brierly Street Weston

NB Any change of address of the body corporate for service of notice must be advised to the Registrar-General's Office

3. SURVEYOR'S DECLARATION

I, PETER MICHAEL GATELY
of 9 VICTORY PLACE, FLYNN A.C.T. 2615
a surveyor registered under the Surveyor's Act 1967, hereby certify that -

- the survey represented by the diagrams on forms 1A and 3 of this plan is accurate and has been made by me/~~under my immediate supervision~~ (delete whichever is inapplicable) and was completed on 16 SEPTEMBER 1998
- the said survey is in accordance with the following Acts -
(a) Unit Titles Act 1970;
(b) Land Titles (Unit Titles) Act 1970;
(c) Land Titles Act 1925;
and any regulations made under those Acts, and is in accordance with the Survey Practice Directions ~~1995~~ 1996.
- each building (including any material attached to it) or building in the course of erection on the parcel is wholly within the parcel.
OR
- (a) all units and unit subsidiaries shown in the diagrams are wholly within the parcel;
(b) the diagram clearly indicates the existence, nature and extent of any encroachment by a building (including any material attached to it), beyond the boundaries of the parcel; and
(c) the diagrams 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 appurtenance to the parcel.
- where an expression used in this form is defined in the Unit Titles Act 1970, that expression has the same meaning as in that Act.

Dated this 16TH day of SEPTEMBER 19 98

Peter M. Gately
Signature of Surveyor

4. APPROVAL UNDER UNIT TITLES ACT 1970

Approved under the Unit Titles Act 1970 as the Units Plan for the subdivision of the abovementioned parcel of land.

Where the Units Plan indicates a part of a wall or part of a building or material attached to either encroaches beyond the boundaries of the parcel onto a public place within the meaning of the Roads and Public Places Act 1937, I do not object to the continuance of the encroachment in its present form for the life of the building of which the encroachment forms part or for the term of the existing Crown Lease, whichever period is the shorter.

Dated this Thirtieth day of October 19 98

Monica Saad
Monica Saad
Delegate of the Minister

CERTIFICATE OF REGISTRATION:

EXAMINED:	
REGISTERED:	<u>R</u>
DATE:	<u>- 3 NOV 1998</u>

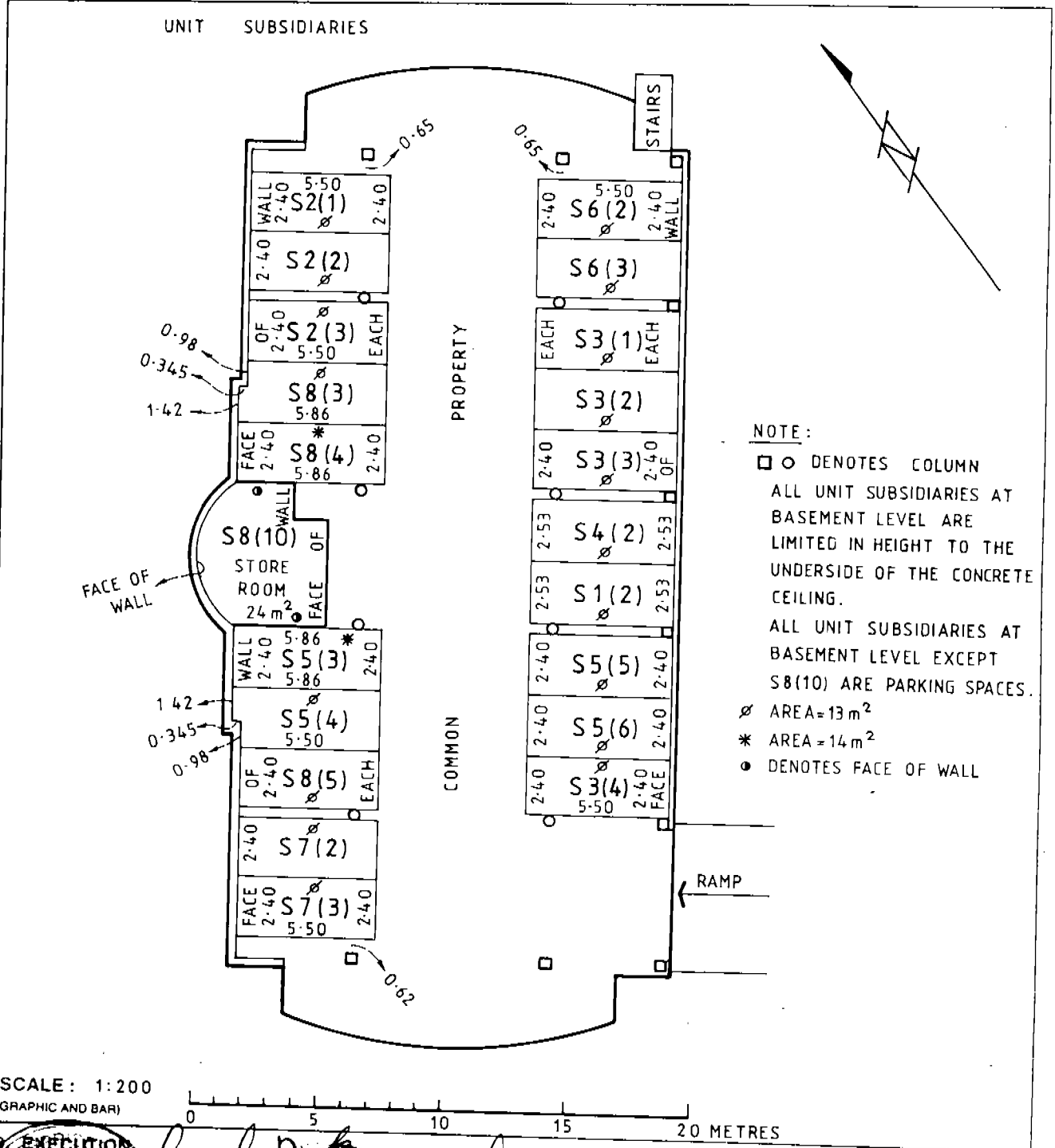
UNITS PLAN No 1707

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
CANBERRA / KINGSTON CENTRAL	19	45

2. FLOOR NUMBER - BASEMENT

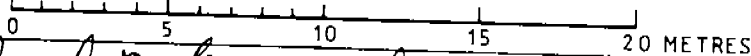
3. FLOOR PLAN (Please indicate class of Units ie. Class "A" or Class "B")



NOTE:

- ○ DENOTES COLUMN
- ALL UNIT SUBSIDIARIES AT BASEMENT LEVEL ARE LIMITED IN HEIGHT TO THE UNDERSIDE OF THE CONCRETE CEILING.
- ALL UNIT SUBSIDIARIES AT BASEMENT LEVEL EXCEPT S8(10) ARE PARKING SPACES.
- ∅ AREA = 13 m²
- * AREA = 14 m²
- DENOTES FACE OF WALL

SCALE: 1:200
(GRAPHIC AND BAR)



Execution by the Surveyor
a. R. Francis
 Applicant



Monica Saad
 Monica Saad
 Delegate of the Minister

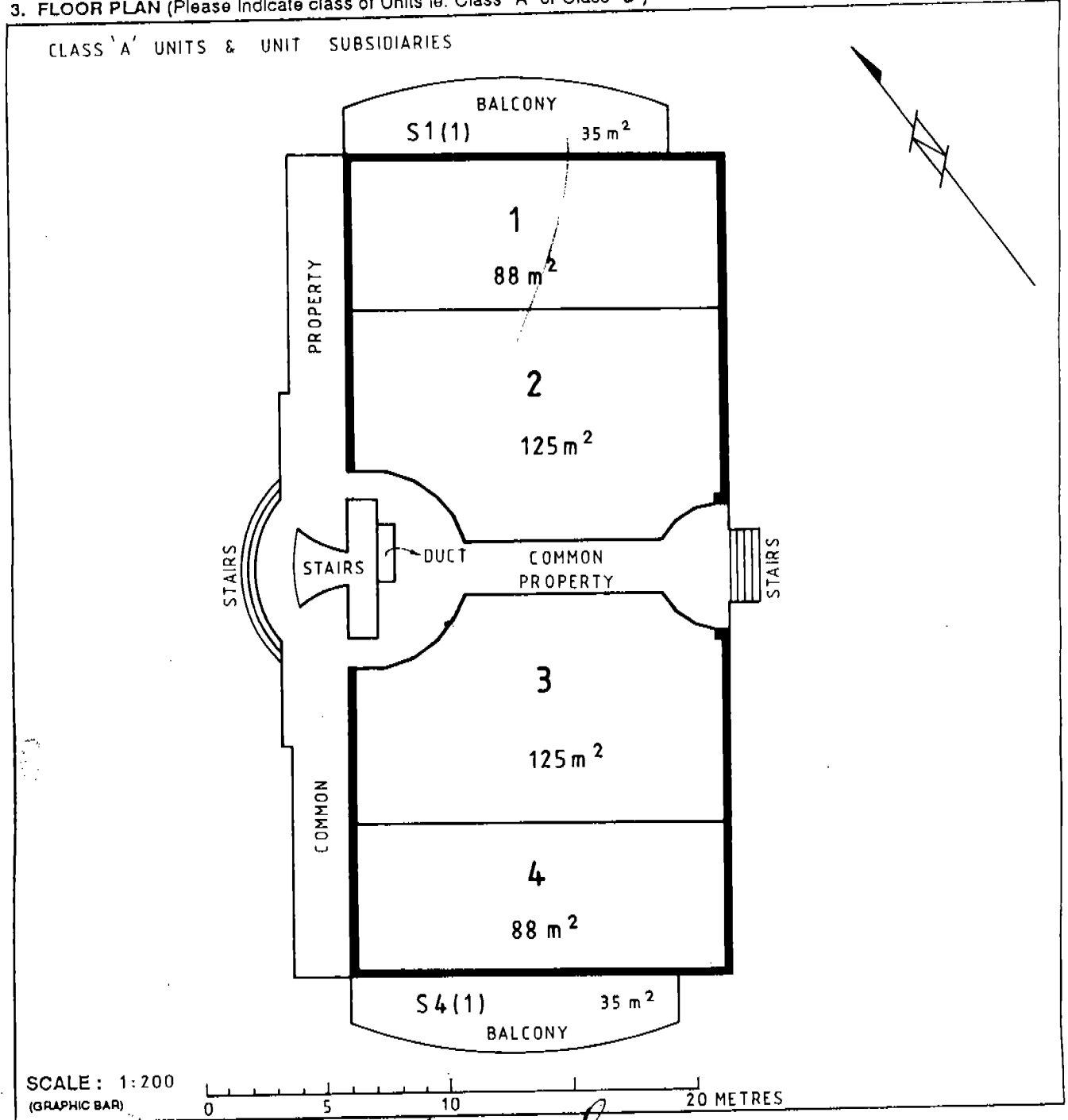
UNITS PLAN No 1707

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
CANBERRA CENTRAL / KINGSTON	19	45

2. FLOOR NUMBER - GROUND

3. FLOOR PLAN (Please Indicate class of Units ie. Class "A" or Class "B")



3. EXECUTION

Handwritten signatures and stamps of the Applicant and the Delegate of the Minister.

Applicant

Monica Saad
Monica Saad
Delegate of the Minister

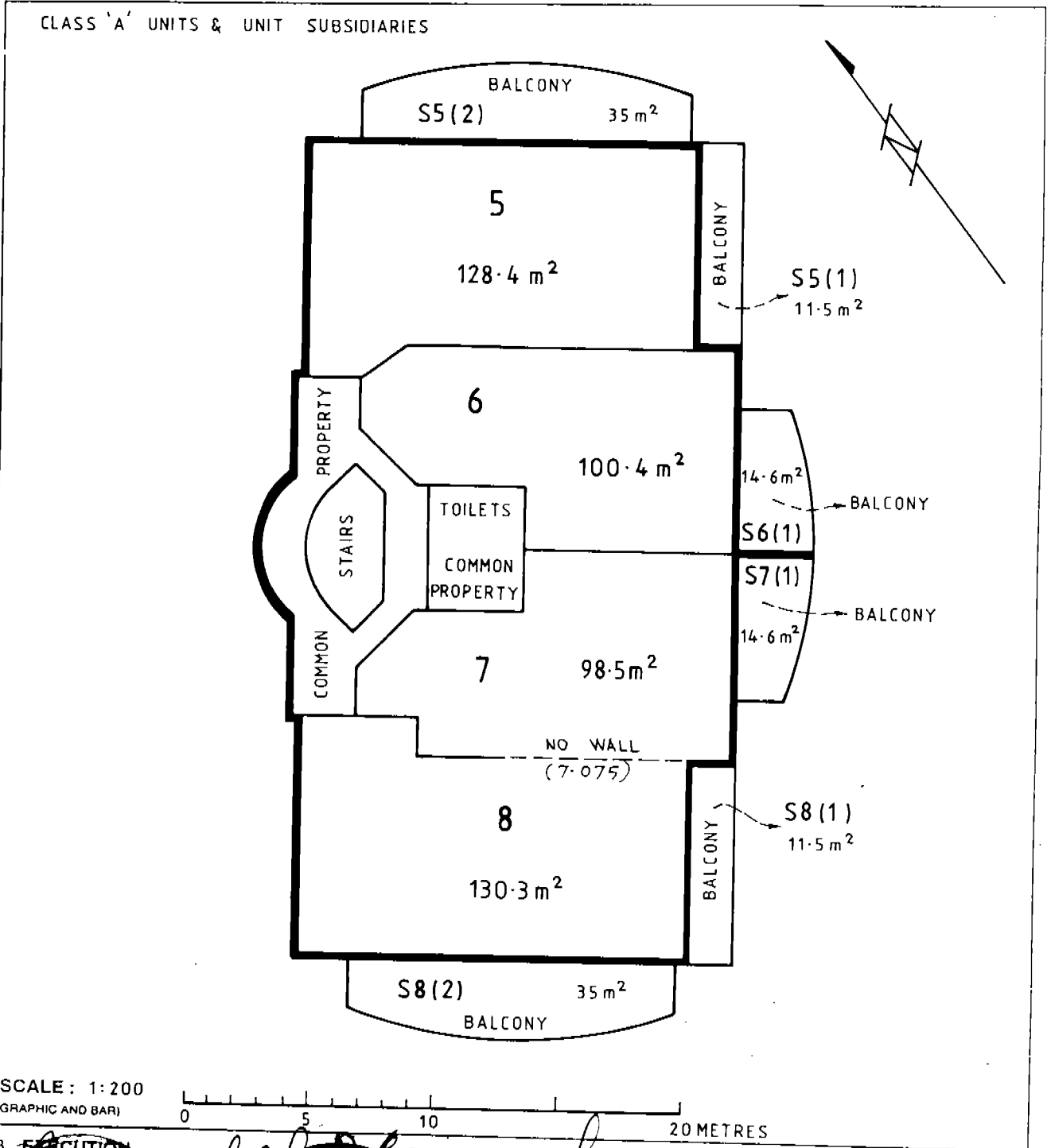
UNITS PLAN No 1707

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
CANBERRA CENTRAL / KINGSTON	19	45

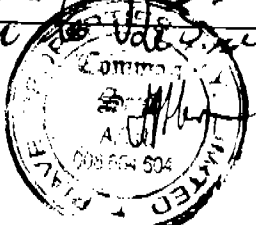
2. FLOOR NUMBER - FIRST

3. FLOOR PLAN (Please indicate class of Units ie. Class "A" or Class "B")



3. EXECUTION

A. Debra...
 Approved



Monica Saad
 Monica Saad
 Delegate of the Minister

UNIT PLAN No 1707

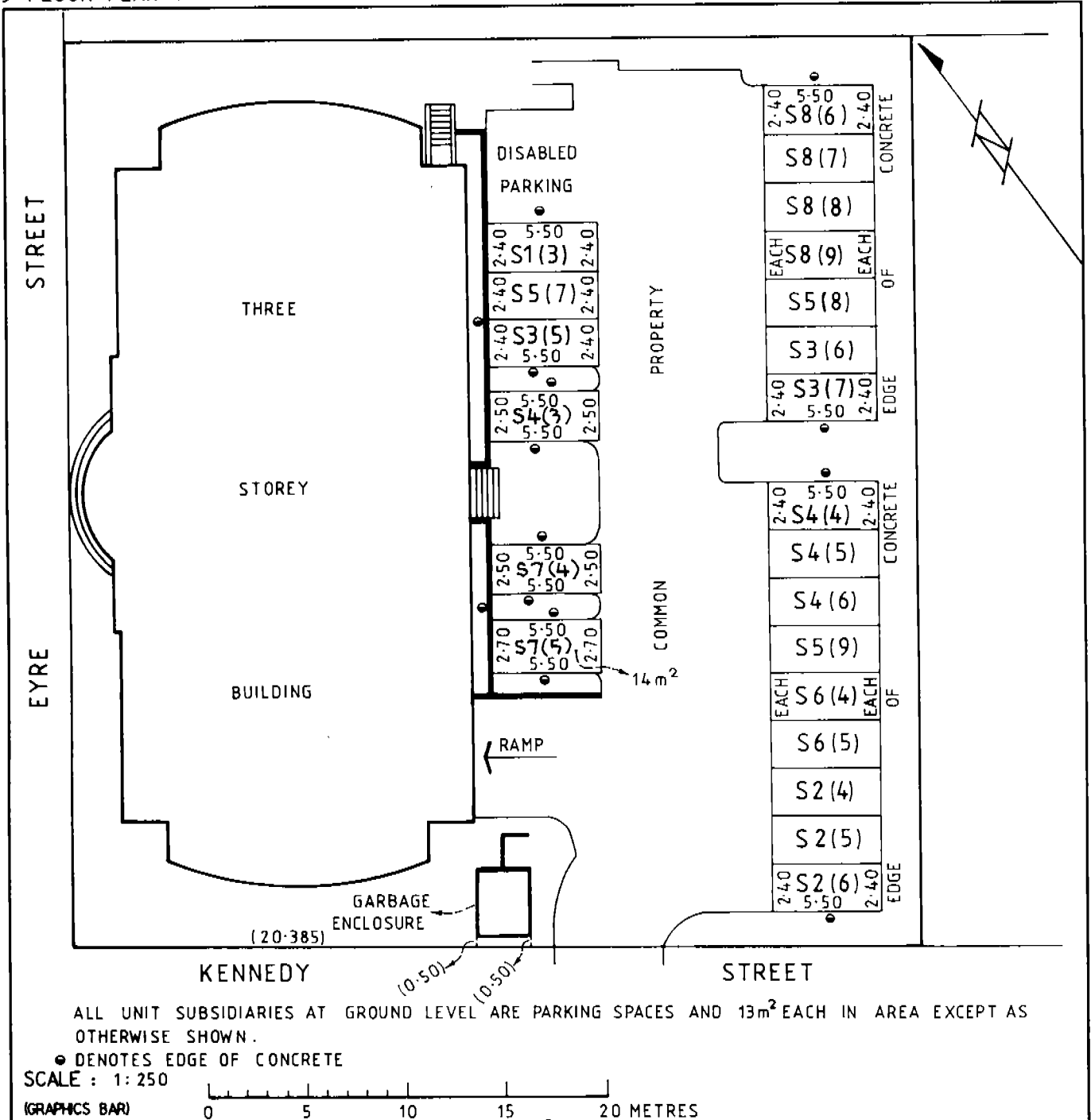
1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
CANBERRA CENTRAL / KINGSTON	19	45

2. FLOOR NUMBER - GROUND

3. FLOOR PLAN (Please indicate class of Units i.e. Class "A" or "B")

UNIT SUBSIDIARIES



ALL UNIT SUBSIDIARIES AT GROUND LEVEL ARE PARKING SPACES AND 13m² EACH IN AREA EXCEPT AS OTHERWISE SHOWN.

● DENOTES EDGE OF CONCRETE

SCALE : 1:250

(GRAPHICS BAR)

0 5 10 15 20 METRES

3. EXECUTION

[Handwritten signatures and names]
 Applicant

[Signature]
 Monica Saad
 Delegate of the Minister

Form 4

Real Property (Units Titles) Act 1970

UNITS PLAN NO 1707

Block 45 Section 19 Division of KINGSTON

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 seventeenth day of December Two thousand and twenty 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.
3. The Lessees of each of the Units Nos 1-8 inclusive covenants with the Commonwealth of Australia (hereinafter called "the Commonwealth") in respect of his relevant unit as follows:
- (a) to pay to the Territory 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 Territory relating thereto and served on the Lessee;
- (b) to pay to the Territory or any statutory authority his proportion being the proportion the unit entitlement bears to the aggregate unit entitlement of all the units of any amounts payable by the Corporation to the Territory or a statutory authority (but which has not been paid by the 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 Land (Planning and Environment) Act 1991 and the Unit Titles Act 1970;
- PURPOSE (c) To use the parcel only for the purpose of:
- (i) residential;
- (ii) offices; and

L. De Simone
A. De Francesco

MS

In addition Unit 1 to 4 may also be used for business agency financial establishment personal services public agency and/or health facility;

- GROSS FLOOR AREA (d) That the gross floor area of the building on the said parcel shall not exceed 975 square metres;
- CAR PARKING (e) That any car parking spaces subsidiary to any unit shall be maintained by the Lessee;
- SERVICE AREAS (f) That the Lessee shall screen and keep screened all service areas to the satisfaction of the Territory and shall ensure that all plant and machinery contained within the premises is suitably screened from public view;
- BUILDING SUBJECT TO APPROVAL (g) That the Lessee shall not without the previous consent in writing of the Territory erect any building on the parcel or make any structural alterations to the premises;
- REPAIR (h) That the Lessee shall at all times during the said term maintain repair and keep in repair the premises to the satisfaction of the Territory;
- FAILURE TO REPAIR (i) If and whenever the Lessee is in breach of the Lessee's obligations to maintain repair and keep in repair the premises the Territory 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 Territory is of the opinion that a building or some other improvement on the parcel is beyond reasonable repair the Territory 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 Territory any person or persons duly authorised by the Territory 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 Territory in carrying out the work shall be paid by the Lessee to the Territory 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 Territory by the Lessee;
- RIGHT OF INSPECTION (j) To permit any person or persons authorised by the Territory to enter upon the premises at all reasonable times and in any reasonable manner to inspect the premises;

L. De Grousewski
Alton
A. De Grousewski

MS

RATES AND CHARGES

- (k) To pay all rates charges and other statutory outgoings assessed levied or payable in respect of the premises as and when the same fall due.

QUIET ENJOYMENT

4. The Commonwealth covenants with each of the Lessees of all the units 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 Territory or any person lawfully claiming from or under or in trust for the Territory.
5. It is mutually covenanted and agreed by the Commonwealth and each of the Lessees of all the units as follows:

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 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 Territory specifying the nature of such breach

the Territory on behalf of the Commonwealth may terminate this lease but without prejudice to any claim which the Territory 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 Territory 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 Territory 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 Land (Planning & Environment) Act 1991;

b De Sivanuachi
A. Harris
a. De Sivanuachi

MS

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 Territory 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 Act 1970;

EXERCISE OF POWERS

- (e) Any and every right power and or remedy conferred on the Commonwealth the Territory or the respective Ministers hereunder or implied by law may be exercised on behalf of the Commonwealth the Territory or the respective Ministers as the case may be by -
- (i) the Australian Capital Territory Executive;
 - (ii) the Minister;
 - (iii) an authority or person for the time being authorised by the Minister or by law to exercise those powers or functions of the Territory the Commonwealth or the respective Minister; or
 - (iv) the person to whom the Minister has delegated all his powers or functions under the said Land (Planning and Environment) Act 1991 or any Statute or Ordinance in substitution therefor;

6. In this schedule unless the contrary intention appears:

- INTERPRETATION (a) "Australian Capital Territory Executive" means the Executive established by section 36 of the Australian Capital Territory (Self-Government) Act 1988 (C'th).
- (b) "building" means any building or buildings on the parcel at the date of the commencement of the lease or 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;

A. De Franceschi
A. De Franceschi

MS

- (c) "business agency" means the use of the land for the purpose of providing a commercial service directly and regularly to the public;
- (d) "corporation" means the body corporate under the name of 'The Proprietors - Unit Plan No. 1707';
- (e) "financial establishment" means the use of the land for the primary purpose of providing finance investing money and providing services to lenders borrowers and investors on a direct and regular basis;
- (f) "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 EXCLUDING any area used solely for rooftop fixed mechanical plant and/or basement carparking;
- (g) "health facility" means the use of the land for providing health care services (including diagnosis preventative care or counselling) or medical or surgical treatment to out-patients only;
- (h) "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;
- (i) "Minister" means the Territory Minister for the time being administering the Land (Planning and Environment) Act 1991 or any Statute or Ordinance substituted therefor.

b. De Franceschi
A. De Franceschi

MS

- (j) "office" means the use of the land 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) "personal service" means a shop used primarily for selling services and in which the sale of goods is ancillary to the service provided;
- (l) "premises" means the land building and all other improvements on the parcel.
- (m) "public agency" means the use of the 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) "residential" means 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;
- (o) "Respective Ministers" means any Minister of State of the Commonwealth or any Minister for the Territory;
- (p) "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);

L. De Francesco
Alfonsi

A. De Francesco

MS

(q) "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;

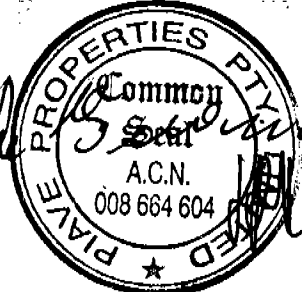

Dated this Thirtieth day of October 1998

Monica Saad

Monica Saad

Delegate of the Minister

Applicant: The Common Seal of
 PIAVE PROPERTIES PTY LIMITED and
 was hereunto affixed by
 direction of the Board in the
 presence of *b De Siodanvake*
 The Common Seal of
 D&F ENTERPRISES PTY LIMITED
 was here unto
 affixed by direction
 of the Board in the
 presence of:

b De Siodanvake Director
a. Je Ganeschi Director

b De

Form 5

Real Property (Unit Titles) Act 1970

UNITS PLAN NO 1707

Block 45 Section 19 Division of KINGSTON

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 seventeenth day of December Two thousand and twenty four.
2. The rent reserved by and payable under the lease is Five cents per annum if and when demanded.
3. The Proprietors - Units Plan No. 1707 (hereinafter called "the Corporation") covenant with the Commonwealth of Australia (hereinafter called "the Commonwealth") as follows:-
 - (a) To pay to the Territory at Canberra the rent hereinbefore reserved within one month of the date of any demand made by the Territory relating thereto and served on the Corporation;
 - (b) To use the common property for the purpose of car parking, landscaping, paving, lighting, storage areas, service areas, vehicular and pedestrian access and for any other purpose approved by the Corporation PROVIDED THAT:
 - (i) The Corporation shall only use the common property in performing its duties, exercising its powers and performing its functions imposed or conferred on it by the Unit Titles Act; and
 - (ii) The common property shall only be used for any of the purposes permitted by the lease of any Unit;
 - (c) That the gross floor area of the building on the said parcel shall not exceed 975 square metres;
 - (d) At all times during the term of the lease maintain repair and keep in repair to the satisfaction of the Territory all buildings or parts of buildings landscaping hardstanding car parking and all other improvements on the common property;

A. De Franceschi
A. De Franceschi

MS

- (e) 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 Territory;
 - (f) That the Corporation shall screen and keep screened all service areas to the satisfaction of the Territory and shall ensure that all plant and machinery contained within the common property is suitably screened from public view;
 - (g) If and whenever the Corporation is in breach of the Corporation's obligations to maintain repair and keep in repair the common property the Territory 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 Territory is of the opinion that a building or some other improvement on the parcel is beyond reasonable repair the Territory 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 Territory any person or persons duly authorised by the Territory 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 Territory in carrying out the work shall be paid by the Corporation to the Territory 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 Territory by the Corporation;
 - (h) To permit any person or persons authorised by the Territory to enter and inspect the common property at all reasonable times and in any reasonable manner;
 - (i) That any extension of the terms of the lease of the common property shall be in accordance with the provisions of the Land (Planning and Environment) Act 1991.
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 the Territory or the respective Ministers hereunder or implied by law may be exercised on behalf of the Commonwealth the Territory or the respective Ministers as the case may be by -

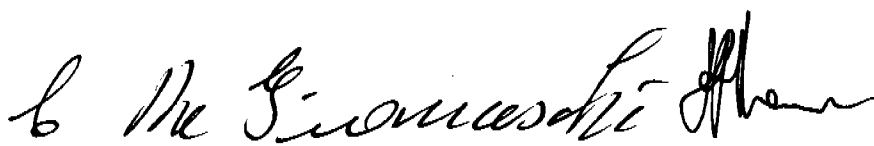
- (i) the Australian Capital Territory Executive;
- (ii) the Minister;

A. De Sanctis
A. De Sanctis

MS

- (iii) an authority or person for the time being authorised by the Minister or by law to exercise those powers or functions of the Territory the Commonwealth or the respective Ministers; or
 - (iv) the person to whom the Minister has delegated all his powers or functions under the said Land (Planning and Environment) Act 1991 or any Statute or Ordinance in substitution therefor;
5. "Minister" means the Territory Minister for the time being administering the Land (Planning and Environment) Act 1991 or any Statute or Ordinance substituted therefor.
6. "the Respective Ministers" means the Minister of State of the Commonwealth or any Minister for the Territory.
7. "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).
8. "building" means any building or buildings on the parcel at the date of the commencement of the lease or 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.
9. "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 EXCLUDING any area used solely for rooftop fixed mechanical plant and/or basement carparking.
10. "premises" means the land building and all other improvements on the parcel.
11. "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.

MS


A. De Franceschi

- 12. "Australian Capital Territory Executive" means the Executive established by section 36 of the Australian Capital Territory (Self-Government) Act 1988 (C'th).

Dated this Thirtieth day of October 1998

Monica Saad

Monica Saad
Delegate of the Minister

Applicant:

The Common Seal of
PIAVE PROPERTIES PTY LIMITED and
was hereunto affixed by
direction of the Board in the
presence of:
The Common Seal of
D&F ENTERPRISES PTY LIMITED
was hereunto affixed
by direction of the
Board in the
presence of:



[Signature]
Director
[Signature]
Director



[Signature]
Director
[Signature]
Director