

Requested Documents

(h) Documents or evidence of entitlement to or ownership of assets

Please also refer to the attached table referencing items within category (h) in the CLC's annual Accounts

Request for documents : - Senate Finance and Public Administration References Committee

	CLC Annual Report 2002/2003	CLC Annual Report 2003/2004	CLC Annual Report 2004/2005	CLC Annual Report 2005/2006	CLC Annual Report 2006/2007	CLC Annual Report 2007/2008	CLC Annual Report 2008/2009
a) annual income and expense reports	Page 79	Page 74	Page 70	Page 74	Page 78	Page 111	N/A*
b) balance sheets	Page 80	Page 75	Page 71	Page 75	Page 79	Page 112	N/A*
c) profit and loss accounts	Page 79	Page 74	Page 70	Page 74	Page 78	Page 111	N/A*
d) audit reports	Pages 76 & 77	Pages 71 & 72	Pages 67 & 68	Pages 71 & 72	Pages 75 & 76	Pages 108 & 109	N/A*
h) any other documents or evidence of entitlement to or ownership of assets, real or personal property or financial asset, held by or under the control of the Central Land Council**	Note 14 – pages 96 & 97	Note 8 – pages 90 & 91	Note 8 – pages 85 & 86	Note 7 – pages 91 & 92	Note 7 – pages 95 & 96	Note 7 – pages 134 – 137	N/A*

* - 2008/2009 Annual Report in production, due September 2009

** - References are to Financial Statement Notes (re: Financial & Non-Financial assets) as audited annually by ANAO. These form part of evidence / entitlement to assets

CENTRAL LAND COUNCIL TITLES

NO	OWNER	DOCUMENT	DATE	DETAILS
1.	CLC	Certificate of Title	12.12.1983	Lot 519 Alice Springs V. 89 F. 51
2.	CLC	Certificate of Title	06.02.1986	Lot 444 Alice Springs V. 70 F. 151
3.	CLC	Certificate as to Title	31.01.1992	Lot 7448 Alice Springs V. 247 F. 082
4.	CLC	Grant in Fee Simple	01.05.1992	Lot 81 Kalkarindji V. 256 F. 186
5.	CLC	Certificate as to Title	09.08.1994	Lot 7433 Alice Springs V. 374 F. 150
6.	CLC	Certificate as to Title	28.04.1997	Lot 212 Tennant Creek V. 524 F. 098
7.	CLC	Certificate as to Title	16.11.1998	Lot 101 Kalkarindji V. 611 F. 202
8.	CLC	Certificate as to Title	15.04.2005 01.06.2009	Lot 7409 Alice Springs V. 685 F. 616 Lot 7409 Alice Springs V. 736 F. 752

CENTRAL LAND COUNCIL LEASES AND OTHER DOCUMENTS

Lease Agreement	Haasts Bluff Aboriginal Land Trust and Central Land Council	21.04.2004	CLC Papunya Office Expires 31 December 2014 File ref: 2004/97 – TK
Lease Agreement	Atitjere Land Aboriginal Corporation And Central Land Council	18.12.2003	CLC Harts Range office NTP 2431 / plan S 83/039 Term: 1/1/2004 – 12 years: Expires: 31/12/2015 File ref: 2003/82
Lease Agreement	Angarapa Aboriginal Land Trust And Central Land Council	01.01.2004	CLC Regional Office Arlparra Community Expires: 31/12/2014 File ref: 2003/647
Lease	Yuendumu Aboriginal Land Trust and Central Land Council	27.07.2006	Lot 324 Yuendumu Townsite For CLC Office File ref: 2005/850
Share Certificate No.7	Share Certificate of Centrecorp Aboriginal Investment Corporation Pty Limited. Certifying Central Land Council is registered holder of 2 ordinary shares numbered 4 & 5 inclusive.	05.03.1986	Signed sealed and dated.



Northern Territory of Australia

CERTIFICATE OF TITLE

CENTRAL LAND COUNCIL of 75 Hartley Street, Alice Springs in the Northern Territory of Australia, is the proprietor of

an estate in fee simple subject nevertheless to such encumbrances liens and interests as are notified by memorial underwritten or endorsed hereon

In all that parcel of land situated in the TOWN of ALICE SPRINGS containing an area of 1337 sq m (1 Roods 12.9 Perches) or thereabouts, being LOT 519 as delineated in Plan OP 1168 deposited in the Lands Titles Office at Darwin, a portion of which is shown hereon, with the said parcel coloured green.

ENCUMBRANCES

In witness whereof I have hereunto signed my name and affixed my seal

this 12th day of December 19 83

Signed the 12th day of December 19 83

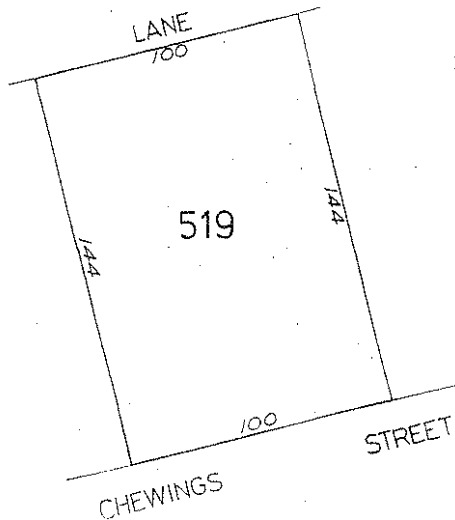
in the presence of

DEPUTY REGISTRAR-GENERAL

CONVERSION SCALE

1 foot = 0.3048 metres
1 perch = 25.2929 square metres

Measurements are in feet



DUPLICATE



Northern Territory of Australia

CERTIFICATE OF TITLE

WIDA INVESTMENTS PTY. LTD. whose registered office is situate at 18 Knuckey Avenue, Alice Springs in the Northern Territory of Australia is the proprietor of

estate in fee simple subject nevertheless to such encumbrances liens and interests as are notified by memorial underwritten or endorsed hereon

all that parcel of land situated in the Town of Alice Springs containing an area of 4046 square metres (1 acre) or thereabouts, being Lot 444 delineated in Plan Dia 315 deposited in the Lands Titles Office at Darwin, a portion of which is shown hereon, with the said parcel coloured green.

ENCUMBRANCES NIL

witness whereof I have hereunto signed my name and affixed my seal

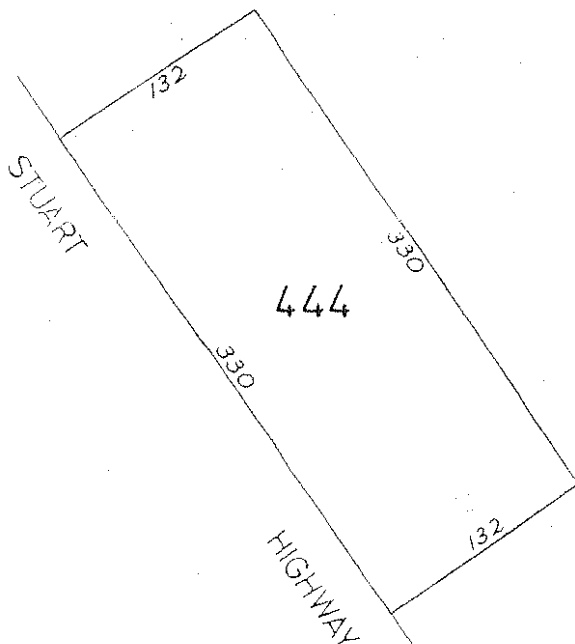
on the 21st day of February 1983
Signed the 21st day of February 1983
the presence of



DEPUTY REGISTRAR GENERAL

CONVERSION SCALE

1 foot = 0.3048 metres
1 perch = 25.2929 square metres





Northern Territory of Australia

CERTIFICATE AS TO TITLE

LOT 7448 OF ALICE SPRINGS FROM PLAN S 86/017
AREA UNDER TITLE IS 1330 SQUARE METRES

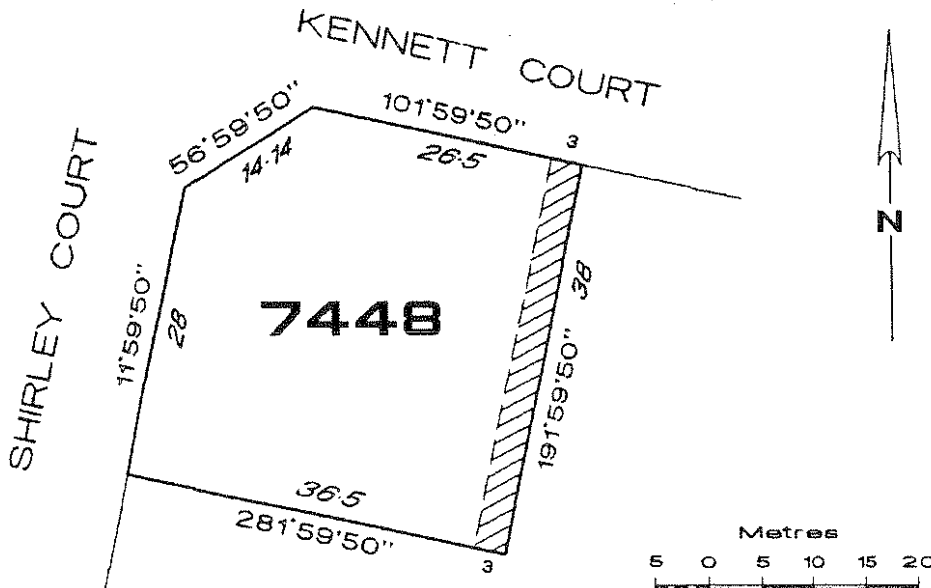
Owner:

CENTRAL LAND COUNCIL OF P.O. BOX 3321, ALICE SPRINGS N.T.

Registered Dealing

Date	number	Description
------	--------	-------------

SEWERAGE EASEMENT TO POWER AND WATER AUTHORITY



OWNERS COPY. CHECK REGISTER BEFORE DEALING WITH THIS TITLE



REGISTER BOOK

Volume 256 Folio 186

DEPUTY REGISTRAR GENERAL

NORTHERN TERRITORY OF AUSTRALIA

GRANT IN FEE SIMPLE

The Minister, in the name of the NORTHERN TERRITORY OF AUSTRALIA (called "The Territory"), under the Crown Lands Act, grants to CENTRAL LAND COUNCIL whose address is PO Box 3321 Alice Springs NT an estate in fee simple of all that land containing an area of eight hundred and ninety four square metres or thereabouts and being Lot 81 Town of Kalkarindji in the Northern Territory of Australia as delineated on the plan hereon subject to the encumbrances notified hereunder, subject to the reservations including a reservation of all minerals, mineral substances and ores, and rights to which this grant is made subject by the Crown Lands Act.

IN WITNESS WHEREOF I hereunto set my hand and seal this *first* day of *May* 1992

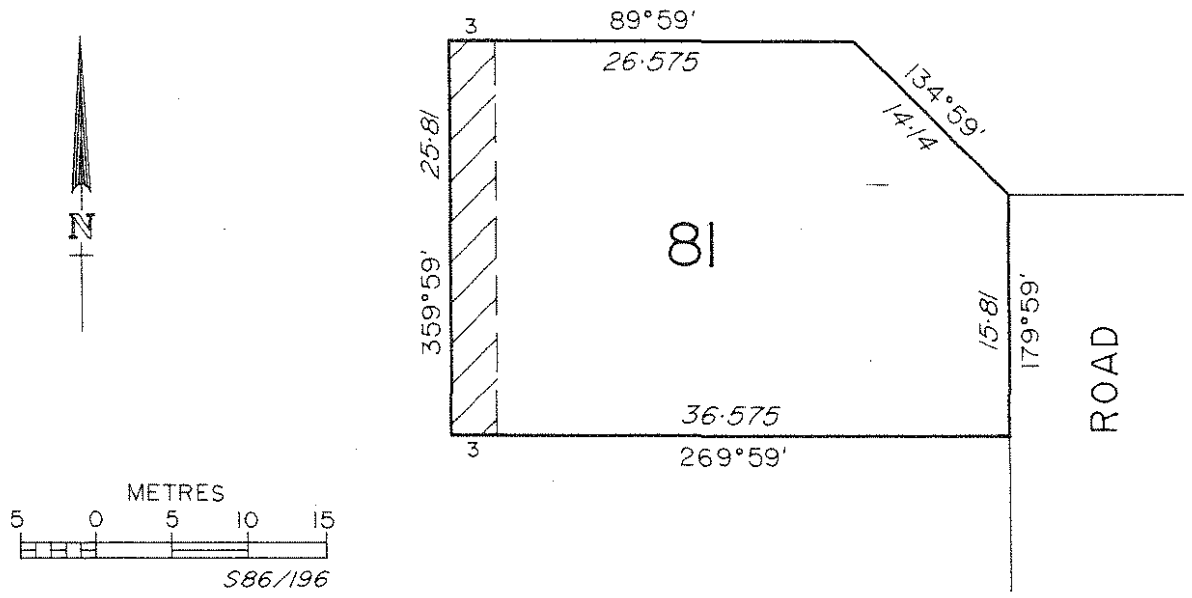
SIGNED SEALED AND DELIVERED BY

DELEGATE OF THE MINISTER

WITNESS



PLAN REFERRED TO



ENCUMBRANCES REFERRED TO:

As to the land hatched on the said plan; any easements, rights, powers or privileges for the purpose of Sewerage required by the Power and Water Authority.

I certify that this Grant is correct for execution

Surveyor-General, N.T.

Date registered
09.08.1994
Sharon Mansell

Volume 374 Folio 150



Northern Territory of Australia

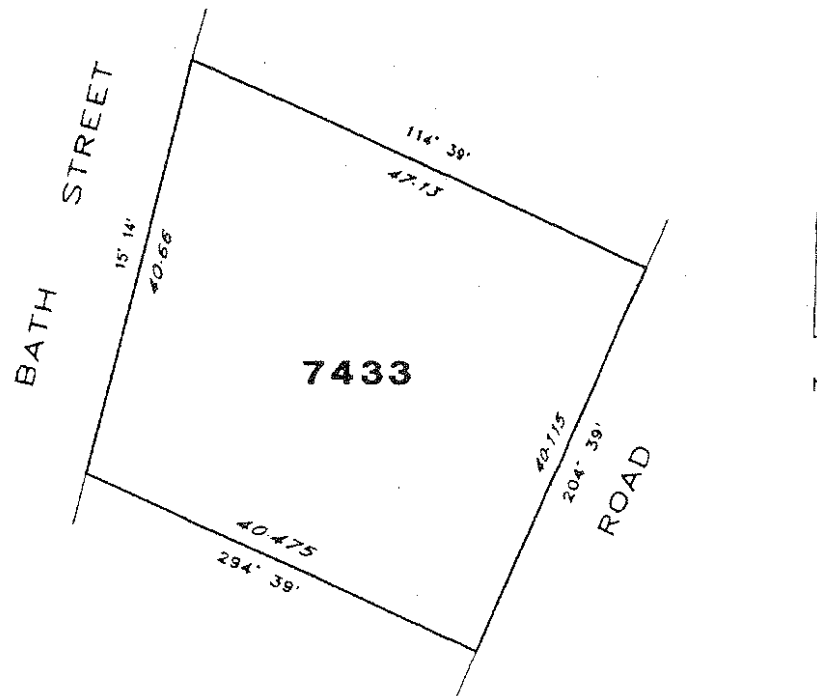
CERTIFICATE AS TO TITLE

Lot 7433 of Alice Springs from plan LT086/002
Area under title is 1750 square metres

Owner:
Central Land Council of PO Box 3321, Alice Springs NT 0871

Registered Date	Dealing number	Description
		Previous title is Volume 199 Folio 106

End of Dealings



OWNERS COPY. CHECK REGISTER BEFORE DEALING WITH THIS TITLE

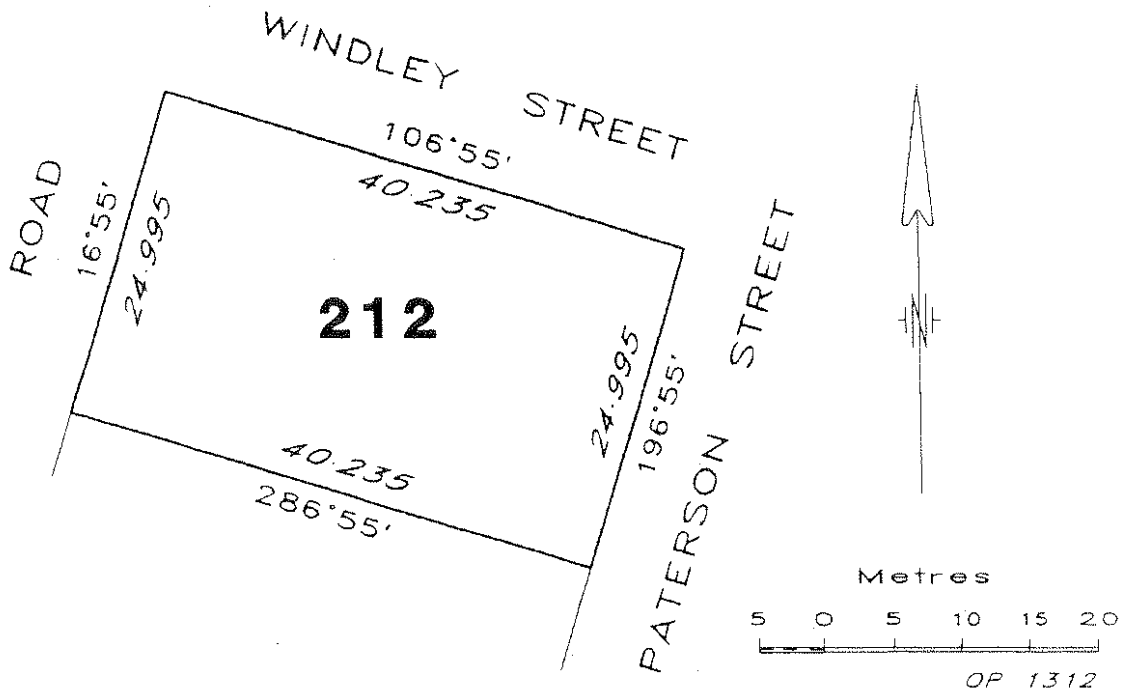
CERTIFICATE AS TO TITLE

Lot 212 Town of Tennant Creek from plan OP 001312
Area under title is 1000 square metres

Owner:
Central Land Council of PO Box 3321, Alice Springs NT 0871

Registered Date	Dealing number	Description
		Previous title is Volume 122 Folio 073

End of Dealings



OWNERS COPY. CHECK REGISTER BEFORE DEALING WITH THIS TITLE



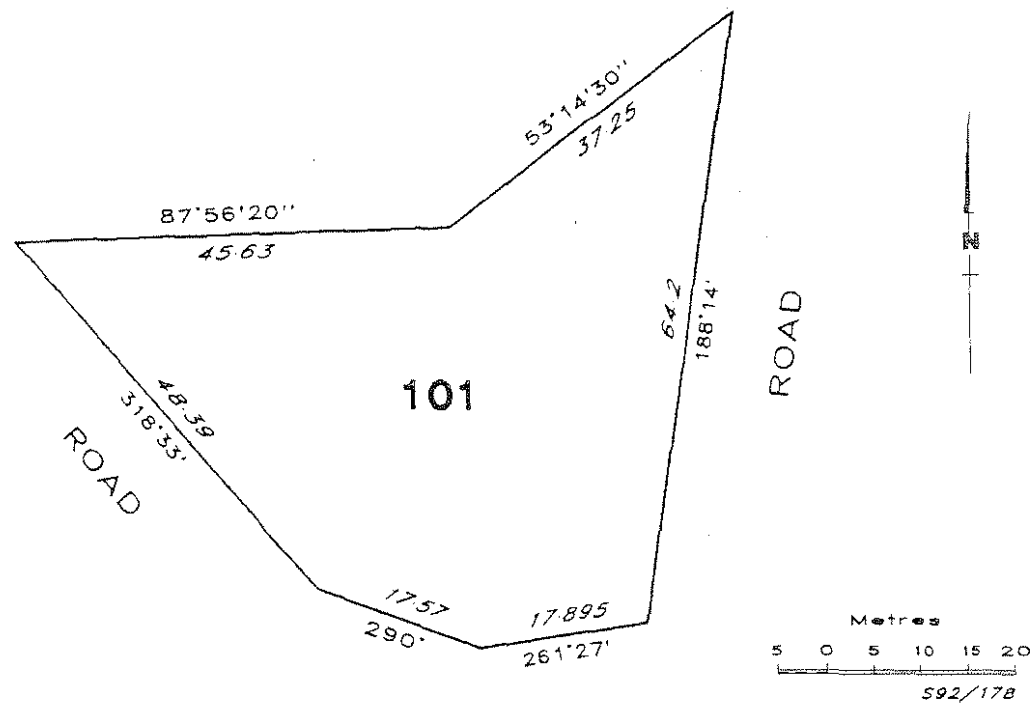
Northern Territory of Australia

CERTIFICATE AS TO TITLE

Lot 101 Town of Kalkarindji from plan S 92/178
Area under title is 2440 square metres

Owner:
Central Land Council of PO Box 3321, Alice Springs NT 0871

Registered Date	Dealing number	Description
16/11/1998	411170	Instrument under which this title is issued
End of Dealings		



OWNERS COPY. CHECK REGISTER BEFORE DEALING WITH THIS TITLE

Date registered: 01/06/2009
Josephine Silipo

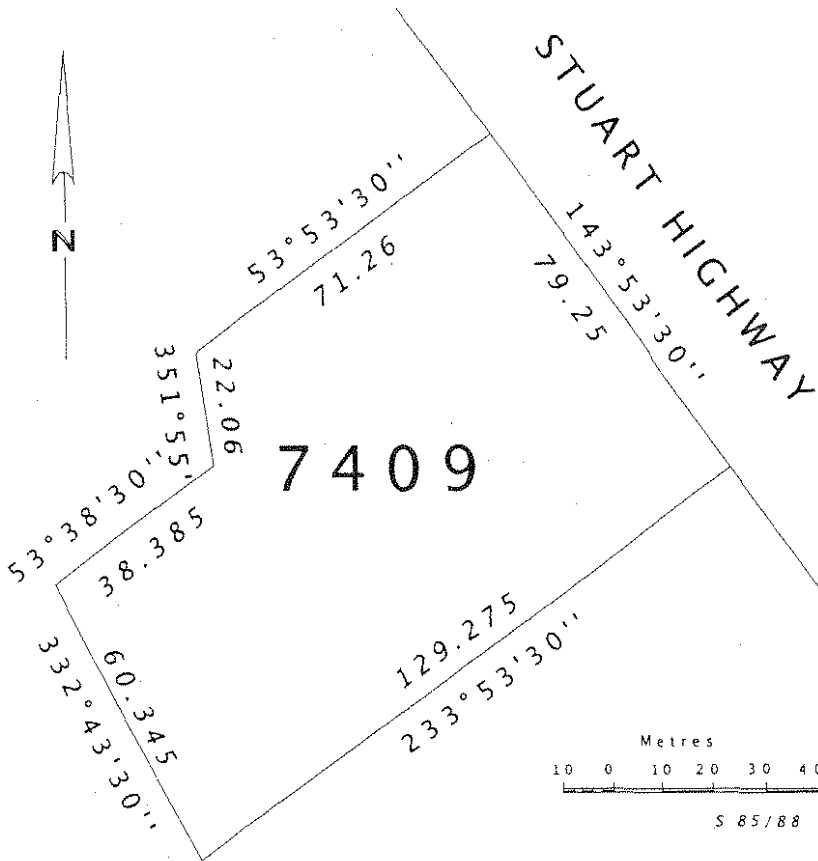
Volume 736 Folio 752

CERTIFICATE AS TO TITLE

Lot 7409 Town of Alice Springs from plan(s) S 85/088
Area under title is 8930 square metres

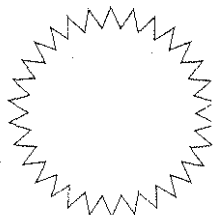
Owner:
Central Land Council
of 33 Stuart Highway, Alice Springs NT 0870

Registered Date	Dealing Number	Description
		Previous title is Volume 685 Folio 616
01/06/2009	701313	Request to issue Certificate as to Title
01/06/2009	701312	Caveat Commonwealth of Australia
End of Dealings		



OWNERS COPY. CHECK REGISTER BEFORE DEALING WITH THIS TITLE

Northern Territory Government



LEASE AGREEMENT

made on the 21st day of April 2004

BETWEEN

The HAASTS BLUFF ABORIGINAL LAND TRUST, a land trust established pursuant to the *Aboriginal Land Rights (Northern Territory) Act 1976* ("the Act") ("the Lessor")

AND

CENTRAL LAND COUNCIL (the "CLC") a body corporate pursuant to the provisions of the *Aboriginal Land Rights (Northern Territory) Act 1976* and having its principal office at 33 North Stuart Highway, Alice Springs in the Northern Territory of Australia (the "Lessee")

- A. The Haasts Bluff Aboriginal Land Trust is the proprietor of an estate in fee simple in Northern Territory Portion 1635 ("the land");
- B. The community of Papunya is situated on the Land.
- C. The Lessee has with the prior consent of the traditional Aboriginal land owners of the area constructed a Regional Office and residence upon land in the Papunya community.
- D. The parties wish to formalise the arrangement in respect to the use and occupation of part of the land by the Lessee (the "leased area") for the purposes of its Regional Office and residence.
- E. The Haasts Bluff Aboriginal Land Trust has received a written direction from the Central Land Council ("CLC") pursuant to sub-section 19 of the Act; that written direction having been given by the Central Land Council on its being satisfied that the traditional Aboriginal owners of the land understand the nature and purpose of this lease, and as a group, consent to it; and that the Aboriginal

communities and groups which may be affected by the lease have been consulted and have had adequate opportunity to express their views to the Central Land Council; and that the terms and conditions of this lease are reasonable.

IT IS AGREED:

1 Definitions:

These definitions apply unless they are inconsistent with the context:

“the Act” means the *Aboriginal Land Rights (Northern Territory) Act 1976* (Cth).

“Aboriginal” and “Aboriginal land” will have the same meanings as those terms in sub-section 3(1) of the Act.

“Alcohol” has the same meaning as it does in the NT Liquor Act.

“Building” means the CLC Regional Office and residence constructed on the leased area by the Lessee, any demountable constructions placed on the leased area by the Lessee and associated facilities including a car parking area.

“Lease” means, depending on the context:

- (a) this document; or
- (b) the leasehold estate arising on the execution or registration of this document.

“Leased area” means that part of the land which is described at Schedule 1 and shown on the Map annexed hereto.

“Notify” means serve a written notice.

“Operating expenses” means the cost of:

- (a) management of any buildings;
- (b) repairs to and maintenance of any buildings, including any gardening or landscaping;

- (c) providing air conditioning to any buildings, including the costs of repairs and maintenance;
- (d) providing fire detection and extinguishing equipment and security equipment to the building, including the costs of repairs and maintenance;
- (e) cleaning the building and of garbage removal; and
- (f) pest control.

“Outgoings” means:

- (a) charges for utilities and services supplied to the building; and
- (b) insurance premiums and other costs of any insurance directly or indirectly related to the building which the Lessor reasonably thinks should be taken out.

“Rates and taxes” means rates, taxes, charges, duties and fees of any government or of any governmental, municipal, semi-governmental, statutory or other public authority, corporation or department, assessed, charged or imposed on the leased premises or on the building or on the Lessor in respect of the leased premises or the building.

“Spouse” includes a common law or de facto spouse.

Interpretation

These rules apply unless they are inconsistent with the context:

- (a) The lease agreement is not to be construed by reference to any paragraph headings, which are included for ease of reference only.
- (b) References to the leased area include references to part of the area.
- (c) References to corporations include natural persons and vice versa.
- (d) References in the singular number include the plural number and vice versa.
- (e) References to any gender include any other gender.
- (f) References to statutes in general or to any particular statute include:
 - (i) amendments, consolidations or replacements of them or it;
 - and

- (ii) proclamations, rules, regulations, orders and notices issued under them or it.

2 Rent:

- 2.1 The annual rental payable will be one dollar (\$1.00) per annum payable yearly in advance if and when requested by the Lessor by tax invoice.
- 2.2 If under the "*A New Tax System (Goods and Services Tax) Act*" a Goods and Services Tax is imposed in relation to any supply to the Lessee by the Lessor under this lease, the Lessee must pay the amount so imposed at the same time as the Lessee is required to pay for the supply in question under this lease.

3 Term:

- 3.1 The lease will commence on 1 January 2004 and will continue for ten (10) years.
- 3.2 The parties will, at a mutually agreed time during the last six months of the term specified in this lease agreement, and provided that the lease remains in effect at that time, discuss whether the lease area will be available after the expiry date of this lease agreement and whether the Lessee wishes to negotiate another lease. Provided that the Lessor is satisfied with the Lessee's conduct over the term of the lease, the Lessee will be entitled to a right of first refusal should the Lessor wish to make the lease area available.
- 3.3 If the tenant holds over under sub-clause 5.3 of this lease agreement at the end of the term of the leasehold estate, the term will be extended for as long as the tenant holds over, and the expression 'the lease' will include the leasehold estate during the holding-over period.

4 The Lessee covenants and agrees with the Lessor as follows:-

- 4.1 That it will not without prior written consent of the Lessor use or permit the leased area to be used for any purpose other than for the building and associated activities of the Lessee.
- 4.2 If requested the Lessee will duly and punctually pay the rental of \$1 per annum to the Central Land Council to be held on behalf of the Lessor.
- 4.3 The Lessee will be responsible for all operating expenses and outgoings as defined in this Agreement during the term of the lease including during the period of any extension or holding over permitted under its terms.
- 4.4 Without limiting the generality of sub-clause 4.3, the Lessee will:
- (a) take out and keep current at its own expense, a public risk policy which provides for a minimum cover for each accident, claim or event of the amount of \$5,000,000.00 (five million dollars) ; and
 - (b) take out a policy covering fittings and accessories contained in or upon the leased area. The policy must provide cover for the full insurable value of those things against loss or damage resulting from fire and other risks including, but not limited to, water, storm, storm surge and rainwater damage.
 - (c) take out a building insurance policy that must provide cover for the full replacement cost of any building against loss or damage resulting from fire and other risks including, but not limited to, water, storm, storm surge and rainwater damage.
- 4.5 The Lessee will conduct its operations on the leased area in an orderly and respectable manner and will not do or allow to be done in or upon the leased area any act matter or thing which is or may be or become an illegal nuisance to the Lessor or the owners or occupiers of any adjoining or neighbouring lands or buildings.

4.6 The Lessee will at all times during the term keep and at the end of the term or sooner determination of this lease deliver up the leased area to the Lessor thoroughly clean and in good and substantial repair, condition and working order (fair wear and tear only excepted)

4.7 Without affecting the generality of sub-clause 4.6, the Lessee must:

- (a) regularly maintain and keep in good repair any buildings in the leased area;
- (b) immediately make good any damage to the leased area caused by negligence or misconduct on the part of the Lessee or those for whom the Lessee is responsible;
- (c) regularly maintain and keep in good repair the Lessee's fittings and accessories which are located within the leased area.

4.8 The Lessee will ensure:

- (a) that prior to undertaking any activities on the leased area it makes inquiries as to the existence of sacred sites on the leased area and informs all its employees, invitees, agents, contractors, sub-contractors, operators and persons acting directly or indirectly with the authority of the Lessee and their spouses or dependants and engaged in any work on the leased area are made aware of the existence of any of these and of the obligation to avoid and prevent any harm or disturbance to them.
- (b) The Lessee will immediately remove from the leased area and take all reasonable steps to ensure the removal from the Land Trust of any employee, invitee, servant, agent, contractor, sub-contractor, operator or persons acting directly or indirectly with the authority of the Lessee or their spouses and dependants found:

- (i) to be trespassing on or in any way interfering with any area of sacred sites, unless the person concerned had taken all reasonable steps to ascertain the location and dimensions of the area of the sacred site on any area of the land they were likely to visit and had no reasonable ground for suspecting that the land concerned was an area of sacred sites;
- (ii) to be violating any of the conditions that may be imposed upon that person's access to the lease area or any Aboriginal land by a permit issued by the CLC or pursuant to this lease agreement; or
- (iii) in the opinion of the Chairman of the CLC or his nominee (acting in accordance with instructions given pursuant to ss 23(1) and (3) of the Act) to be behaving in a manner demonstrating disrespect for the Aboriginal culture and tradition or in any manner offensive to those Aboriginal people who are the traditional Aboriginal land owners or who are residents of the land.

4.9 The Lessee will observe all the restrictions as to the use of the leased area imposed by any law for the time being in force in the Northern Territory of Australia.

4.10 Without limiting the generality of sub-clause 4.9, the Lessee will ensure its employees, invitees, servants, agents, contractors, sub-contractors, persons operating directly or indirectly with its authority and their spouses and other family members are informed of the existence of any laws, regulations, by-laws or community rules or practices in relation to the transport, sale, consumption or other method of dealing with liquor or other restricted or illicit substances on the leased area and adjoining land.

4.11 The Lessee will not transfer, assign, sublet or part with the possession of the leased area or any part thereof, without the consent in writing of the Lessor and such consent will not be unreasonably withheld.

- 4.12 The Lessee will pay the costs of and incidental to the execution, stamping, registration and planning approval of this lease, including the costs of any necessary survey.
- 4.13 Unless the Lessee gives notice before the expiry of the term of the lease of its intention to remove fixtures and removes those fixtures within three months after the expiry of the term of the lease, any fixtures on the leased area will become the property of the Lessor at the expiry of that three-month period free of any charge or encumbrance. This will apply provided the Lessor has given the Lessee a 'show cause' notice of its intention to take possession of the fixtures and has received no objection from the Lessee.
- 4.14 The Lessee will indemnify and save harmless the Lessor from and against all actions, claims, demands, compensation, damages, charges and expenses for any loss, damage or injury which may be made by any person, corporation company or firm by reason of any act or omission or failure to take proper care in the operation of the leased area by the Lessee its servants or agents or by reason of any breach by the Lessee or any failure or neglect of the Lessee to perform or fulfil any of the covenants terms and conditions contained or implied in this lease to be observed performed or fulfilled on the part of the Lessee.
- 4.15 Where the supply of goods or services is required by the Lessee in relation to the leased area the Lessee will use its best endeavours to ensure maximum use of Aboriginal sub-contractors where goods or services available from them are competitive as regards price, continuity or certainty of supply, timing, quality and standard of skill as those obtainable elsewhere or acceptable to the Lessee.
- 4.16 In pursuance of the requirements of sub-clause 4.15 the Lessee will notify the CLC of any work available on the leased area to be let to a contractor or sub-contractor which may include but is not limited to skilled services, cartage, gardening, road grading and maintenance, garbage disposal, office cleaning, laundry service, storekeeping and site maintenance.

4.17 The Lessee will keep the leased area clean and free from rubbish and will store and keep all refuse and garbage in proper containers and will cause all refuse and garbage to be removed regularly from the leased area.

4.18 The Lessee will pay punctually for all water, gas, electricity, telephone, heat and other utilities that are provided to the leased area from time to time and will indemnify the Lessor with respect to any and all charges that may be imposed over the leased area for the supply of utilities.

5 The Lessor covenants with the Lessee as follows:

5.1 The Lessee paying the rent and observing and performing the several covenants on its part and the conditions contained in this agreement will during the whole of the term quietly enjoy the leased area without any interruption or disturbance by the Lessor or any person claiming under or in trust for the Lessor.

5.2 The Lessor will not interfere with the supply of power and water to the Lessee.

5.3 If the Lessee remains in occupation of the leased premises after the end of the lease with the consent of the Lessor, it will do so as a tenant from month to month. The terms of the lease will apply to the tenancy as far as they may be applicable. Either the Lessor or the Lessee may terminate the tenancy by one month's notification to the other.

5.4 The Lessor does not represent or warrant:

(a) that the leased area is suitable to be used for the permitted use; or

(b) that the Lessor's fittings and accessories or services are suitable to be used for the permitted use.

- (c) Without affecting the generality of sub-clause 5.4 above, the Lessor does not represent or warrant that the zoning of the leased area will allow the leased area to be used for the permitted use, whether with the approval or permission of the relevant planning authority or otherwise. It is the Lessee's own responsibility to make its own inquiries about zoning, and it warrants that, before executing this lease, it has done so to its own satisfaction.
- 5.5 The Lessee is to take out and keep current all licences and permits required to carry on the service conducted in the leased area.
- 5.6 If the Lessee fails neglects or omits to perform or observe any covenant, agreement, stipulation, condition or restriction contained in this agreement the Lessor may by notice in writing to the Lessee require such failure neglect or omission to be rectified within 30 days of receipt of the notice and if such failure neglect or omission has not been rectified after the expiration of 30 days from receipt of the notice then it will be lawful if the Lessee does not voluntarily agree to vacate the leased area for the Lessor or his attorney to enter upon and take possession of the leased area.
- 5.7 The recovery of possession of the leased area in accordance with sub-clause 5.6 will not defeat or prejudice any claim or right of action or any other remedy that the Lessor may have for arrears or breach of covenant or agreement on the part of the Lessee before or at the time of recovery of possession of the leased area.
- 5.8 In the event of the taking of possession of the leased area in accordance with sub-clause 5.6 the Lessor will not in any way be liable to the Lessee for any person claiming through or by the Lessee for any damage caused to or loss of the effects ejected or removed from the leased area. Damage sustained to the said effects as a result of the Lessor's or its servant's or agent's negligence is excepted.

6 Variation

6.1 This lease agreement may be varied only by agreement between the parties and any variation must be recorded in writing.

7 Notices

7.1 Any notice demand or other communication to be given or served under this lease agreement upon the Lessee will be duly given or served if sent by prepaid registered post to:

The Director
Central Land Council
33 Stuart Highway
Alice Springs NT 0870.

and in the case of the Lessor to:

The Chairman
Haasts Bluff Aboriginal Land Trust
c/- Central Land Council
33 Stuart Highway
Alice Springs NT 0870

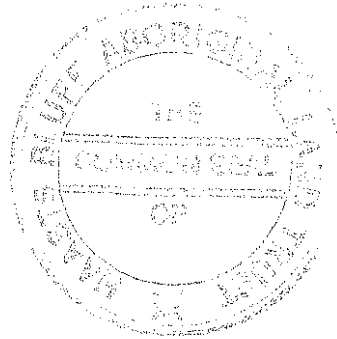
7.2 A notice sent by post will be deemed to have been received seventy-two (72) hours after the time of posting. If a notice is sent by facsimile the production of a transmission report from the sender's facsimile machine which verifies the alleged date and time of transmission will be sufficient proof of that transmission.

[This rest of this page is left intentionally blank]

IN WITNESS of this lease agreement made on the day set out on the first page the parties have affixed their seals on the dates set out below.

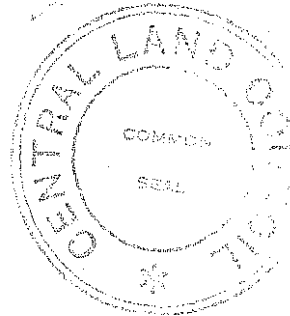
The Common Seal of the
Haasts Bluff Aboriginal Land Trust
was affixed in accordance with the
provisions of the *Aboriginal Land Rights*
(Northern Territory) Act 1976
by the authority of :

.....
Chairman
.....
Member
.....
Member



The Common Seal of the
Central Land Council
was affixed hereto in accordance
with the provisions of the
Aboriginal Land Rights (Northern Territory)
Act 1976 in the presence of :

.....
Chairman
.....
Member
.....
Member

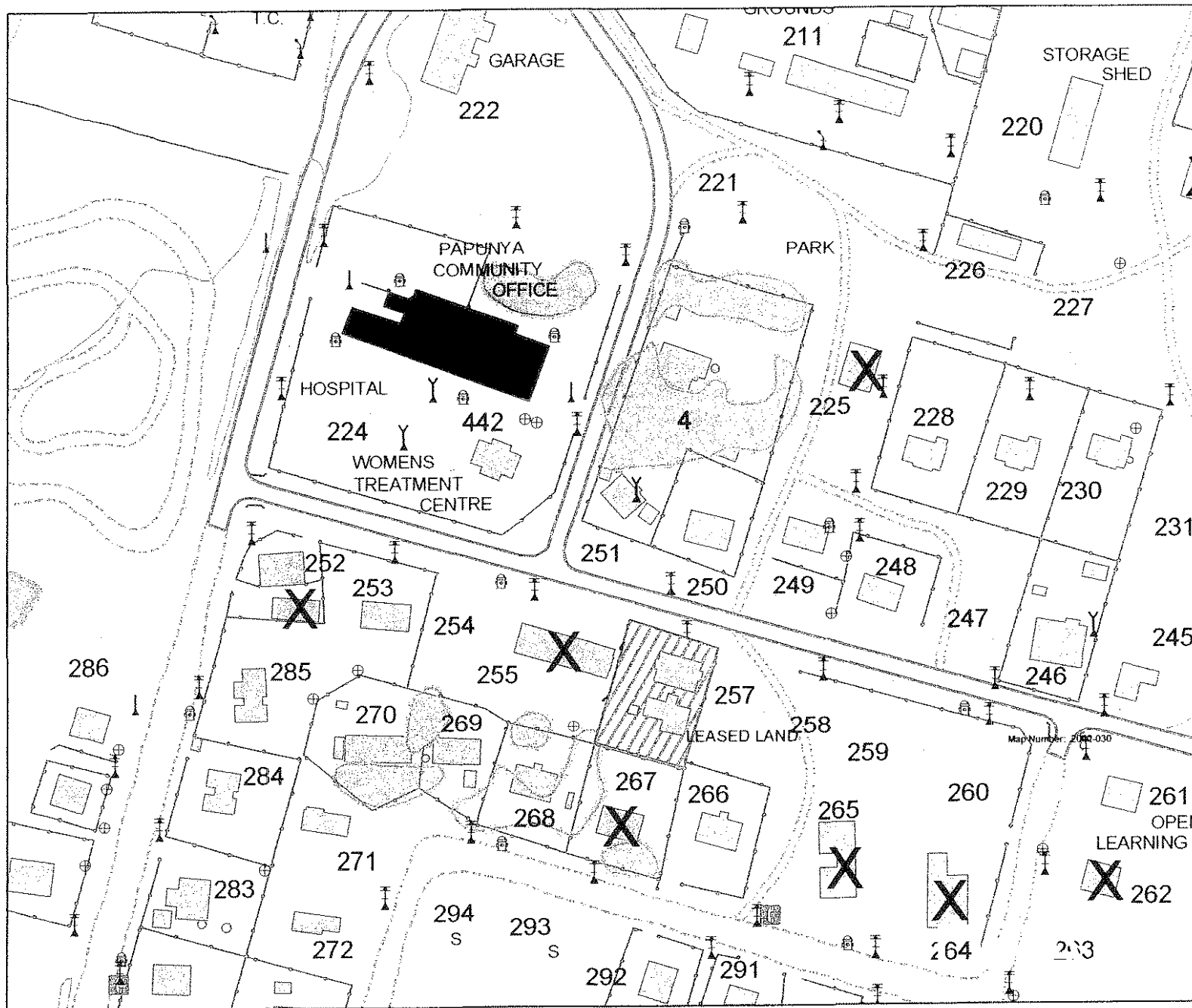


Schedule 1:

Description of the leased land:

- 1 The leased land is shown cross hatched on the attached map.
- 2 The boundaries of the leased land as described on the map may not coincide with the fences built on the ground
- 3 The parties acknowledge that the land within the Papunya community is not subdivided or surveyed. Any error or misdescription of the leased area shall not annul or render all or any part this agreement void.

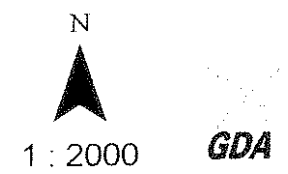
Papunya



- Y Aerial Tower
- Bore, Well
- ⊕ Hydrant, Stand Pipe
- ⊕ Manhole
- ┆ Pole - General
- ┆ Pole - Power
- ┆ Pole - Street Light
- Spot Elevation
- ☎ Telephone Box
- Channel, Drain, Canal, Ditch
- Contour
- Culvert
- Fence, Wall
- Other Feature
- Road-Sealed
- Road-Unsealed
- ⊙ Rocks, Boulders (Inland)
- Sporting Arena, Oval
- Vegetation, Trees
- ▭ Building
- ▭ Built-up Area
- Footpath, Driveway, Concrete
- ▭ Other Feature
- ⊙ Rocks, Boulders (Inland)
- Sporting Arena, Oval
- ▭ Tank (Non-Water)
- ▭ Tank (Water)
- Vegetation, Trees
- ▨ Leased Land
- ▬ Papunya Council Building

Map Number: 2003-255
 Datum: GDA94
 Printed: 13th April 2004

SLAP Data
 Dept. of Infrastructure, Planning and
 Environment



LEASE AGREEMENT

made on the 18th day of December, 2003

BETWEEN

ATITJERE LAND ABORIGINAL CORPORATION an Aboriginal corporation incorporated pursuant to the provisions of the *Aboriginal Councils and Associations Act 1976* whose principle place of business is at the Atitjere community (Harts Range) via Alice Springs in the Northern Territory (the "Lessor")

AND

CENTRAL LAND COUNCIL (the "CLC") a body corporate pursuant to the provisions of the *Aboriginal Land Rights (Northern Territory) Act 1976* and having its principal office at 33 North Stuart Highway, Alice Springs in the Northern Territory of Australia (the "Lessee")

- A. Atitjere Land Aboriginal Corporation is the owner of NT Portion 2431 from Plan S 83/039 (the Land)
- B. The community of Atitjere is situated on the Land.
- C. The Lessee has with the prior consent of the Lessor constructed a Regional Office and residence upon the land in the community.
- D. The parties wish to formalise the arrangement in respect to the use and occupation of part of the land by the Lessee (the "leased area") for the purposes of its Regional Office and residence.

IT IS AGREED:

1 Definitions:

These definitions apply unless they are inconsistent with the context:

"the Act" means the *Aboriginal Land Rights (Northern Territory) Act 1976* (Cth).

“Aboriginal” and “Aboriginal land” will have the same meanings as those terms in sub-section 3(1) of the Act.

“Alcohol” has the same meaning as it does in the NT Liquor Act.

“Building” means the CLC Regional Office and residence constructed on the leased area by the Lessee, any demountable constructions placed on the leased area by the Lessee and associated facilities including a car parking area.

“The lease” means, depending on the context:

- (a) this document; or
- (b) the leasehold estate arising on the execution or registration of this document.

“Leased area” means that part of the land which is described at Schedule 1 and shown on the Map annexed hereto.

“Notify” means serve a written notice.

“Operating expenses” means the cost of:

- (a) management of any buildings;
- (b) repairs to and maintenance of any buildings, including any gardening or landscaping;
- (c) providing air conditioning to any buildings, including the costs of repairs and maintenance;
- (d) providing fire detection and extinguishing equipment and security equipment to the building, including the costs of repairs and maintenance;
- (e) cleaning the building and of garbage removal; and
- (f) pest control.

“Outgoings” means:

- (a) charges for utilities and services supplied to the building; and
- (b) insurance premiums and other costs of any insurance directly or indirectly related to the building which the Lessor reasonably thinks should be taken out.

“Rates and taxes” means rates, taxes, charges, duties and fees of any government or of any governmental, municipal, semi-governmental, statutory or other public authority, corporation or department, assessed, charged or imposed on the leased premises or on the building or on the Lessor in respect of the leased premises or the building.

“Spouse” includes a common law or de facto spouse.

Interpretation

These rules apply unless they are inconsistent with the context:

- (a) The lease agreement is not to be construed by reference to any paragraph headings, which are included for ease of reference only.
- (b) References to the leased area include references to part of the area.
- (c) References to corporations include natural persons and vice versa.
- (d) References in the singular number include the plural number and vice versa.
- (e) References to any gender include any other gender.
- (f) References to statutes in general or to any particular statute include:
 - (i) amendments, consolidations or replacements of them or it; and
 - (ii) proclamations, rules, regulations, orders and notices issued under them or it.

2 Rent:

- 2.1 The annual rental payable will be one dollar (\$1.00) per annum payable yearly in advance if and when requested by the Lessor by tax invoice.
- 2.2 If under the “*A New Tax System (Goods and Services Tax) Act*” a Goods and Services Tax is imposed in relation to any supply to the Lessee by the Lessor under this lease, the Lessee must pay the amount so imposed at the same

time as the Lessee is required to pay for the supply in question under this lease.

3 Term:

3.1 The lease will commence on 1 January 2004 and will continue for twelve (12) years.

3.2 The parties will, at a mutually agreed time during the last six months of the term specified in this lease agreement, and provided that the lease remains in effect at that time, discuss whether the lease area will be available after the expiry date of this lease agreement and whether the Lessee wishes to negotiate another lease. Provided that the Lessor is satisfied with the Lessee's conduct over the term of the lease, the Lessee will be entitled to a right of first refusal should the Lessor wish to make the lease area available.

3.3 If the tenant holds over under sub-clause 5.3 of this lease agreement at the end of the term of the leasehold estate, the term will be extended for as long as the tenant holds over, and the expression 'the lease' will include the leasehold estate during the holding-over period.

4 The Lessee covenants and agrees with the Lessor as follows:-

4.1 That it will not without prior written consent of the Lessor use or permit the leased area to be used for any purpose other than for the building and associated activities of the Lessee.

4.2 If requested the Lessee will duly and punctually pay the rental of \$1 per annum to the Central Land Council to be held on behalf of the Lessor.

4.3 The Lessee will be responsible for all operating expenses and outgoings as defined in this Agreement during the term of the lease including during the period of any extension or holding over permitted under its terms.

4.4 Without limiting the generality of sub-clause 4.3, the Lessee will:

- (a) take out and keep current at its own expense, a public risk policy which provides for a minimum cover for each accident, claim or event of the amount of \$5,000,000.00 (five million dollars) ; and
- (b) take out a policy covering fittings and accessories contained in or upon the leased area. The policy must provide cover for the full insurable value of those things against loss or damage resulting from fire and other risks including, but not limited to, water, storm, storm surge and rainwater damage.
- (c) take out a building insurance policy that must provide cover for the full replacement cost of any building against loss or damage resulting from fire and other risks including, but not limited to, water, storm, storm surge and rainwater damage.

4.5 The Lessee will conduct its operations on the leased area in an orderly and respectable manner and will not do or allow to be done in or upon the leased area any act matter or thing which is or may be or become an illegal nuisance to the Lessor or the owners or occupiers of any adjoining or neighbouring lands or buildings.

4.6 The Lessee will at all times during the term keep and at the end of the term or sooner determination of this lease deliver up the leased area to the Lessor thoroughly clean and in good and substantial repair, condition and working order (fair wear and tear only excepted)

4.7 Without affecting the generality of sub-clause 4.6, the Lessee must:

- (a) regularly maintain and keep in good repair any buildings in the leased area;

- (b) immediately make good any damage to the leased area caused by negligence or misconduct on the part of the Lessee or those for whom the Lessee is responsible;
- (c) regularly maintain and keep in good repair the Lessee's fittings and accessories which are located within the leased area.

4.8 The Lessee will ensure:

- (a) that prior to undertaking any activities on the leased area it makes inquiries as to the existence of sacred sites on the leased area and informs all its employees, invitees, agents, contractors, sub-contractors, operators and persons acting directly or indirectly with the authority of the Lessee and their spouses or dependants and engaged in any work on the leased area are made aware of the existence of any of these and of the obligation to avoid and prevent any harm or disturbance to them.
- (b) The Lessee will immediately remove from the leased area and take all reasonable steps to ensure the removal from the Land Trust of any employee, invitee, servant, agent, contractor, sub-contractor, operator or persons acting directly or indirectly with the authority of the Lessee or their spouses and dependants found:
 - (i) to be trespassing on or in any way interfering with any area of sacred sites, unless the person concerned had taken all reasonable steps to ascertain the location and dimensions of the area of the sacred site on any area of the land they were likely to visit and had no reasonable ground for suspecting that the land concerned was an area of sacred sites;
 - (ii) to be violating any of the conditions that may be imposed upon that person's access to the lease area or Aboriginal land by a permit issued by the CLC or pursuant to this lease agreement; or

- (iii) in the opinion of the Chairman of the CLC or his nominee (acting in accordance with instructions given pursuant to ss23(1) and (3) of the Act) to be behaving in a manner demonstrating disrespect for the Aboriginal culture and tradition or in any manner offensive to those Aboriginal people who are the traditional Aboriginal land owners or who are residents of the land.

4.9 The Lessee will observe all the restrictions as to the use of the leased area imposed by any law for the time being in force in the Northern Territory of Australia.

4.10 Without limiting the generality of sub-clause 4.9, the Lessee will ensure its employees, invitees, servants, agents, contractors, sub-contractors, persons operating directly or indirectly with its authority and their spouses and other family members are informed of the existence of any laws, regulations, by-laws or community rules or practices in relation to the transport, sale, consumption or other method of dealing with liquor or other restricted or illicit substances on the land and adjoining land.

4.11 The Lessee will not transfer, assign, sublet or part with the possession of the leased area or any part thereof, without the consent in writing of the Lessor and such consent will not be unreasonably withheld.

4.12 The Lessee will pay the costs of and incidental to the execution, stamping, registration and planning approval of this lease, including the costs of any necessary survey.

4.13 Unless the Lessee gives notice before the expiry of the term of the lease of its intention to remove fixtures and removes those fixtures within three months after the expiry of the term of the lease, any fixtures on the leased area will become the property of the Lessor at the expiry of that three-month period free of any charge or encumbrance. This will apply provided the

Lessor has given the Lessee a 'show cause' notice of its intention to take possession of the fixtures and has received no objection from the Lessee.

- 4.14 The Lessee will indemnify and save harmless the Lessor from and against all actions, claims, demands, compensation, damages, charges and expenses for any loss, damage or injury which may be made by any person, corporation company or firm by reason of any act or omission or failure to take proper care in the operation of the leased area by the Lessee its servants or agents or by reason of any breach by the Lessee or any failure or neglect of the Lessee to perform or fulfil any of the covenants terms and conditions contained or implied in this lease to be observed performed or fulfilled on the part of the Lessee.
- 4.15 Where the supply of goods or services is required by the Lessee in relation to the leased area the Lessee will use its best endeavours to ensure maximum use of Aboriginal sub-contractors where goods or services available from them are competitive as regards price, continuity or certainty of supply, timing, quality and standard of skill as those obtainable elsewhere or acceptable to the Lessee.
- 4.16 In pursuance of the requirements of sub-clause 4.15 the Lessee will notify the CLC of any work available on the leased area to be let to a contractor or sub-contractor which may include but is not limited to skilled services, cartage, gardening, road grading and maintenance, garbage disposal, office cleaning, laundry service, storekeeping and site maintenance.
- 4.17 The Lessee will keep the leased area clean and free from rubbish and will store and keep all refuse and garbage in proper containers and will cause all refuse and garbage to be removed regularly from the leased area.
- 4.18 The Lessee will pay punctually for all water, gas, electricity, telephone, heat and other utilities that are provided to the leased area from time to time and will indemnify the Lessor with respect to any and all charges that may be imposed over the leased area for the supply of utilities.

- 5 The Lessor covenants with the Lessee as follows:
- 5.1 The Lessee paying the rent and observing and performing the several covenants on its part and the conditions contained in this agreement will during the whole of the term quietly enjoy the leased area without any interruption or disturbance by the Lessor or any person claiming under or in trust for the Lessor.
- 5.2 The Lessor will not interfere with the supply of power and water to the Lessee.
- 5.3 If the Lessee remains in occupation of the leased premises after the end of the lease with the consent of the Lessor, it will do so as a tenant from month to month. The terms of the lease will apply to the tenancy as far as they may be applicable. Either the Lessor or the Lessee may terminate the tenancy by one month's notification to the other.
- 5.4 The Lessor does not represent or warrant:
- (a) that the leased area is suitable to be used for the permitted use; or
 - (b) that the Lessor's fittings and accessories or services are suitable to be used for the permitted use.
 - (c) Without affecting the generality of sub-clause 5.4 above, the Lessor does not represent or warrant that the zoning of the leased area will allow the leased are to be used for the permitted use, whether with the approval or permission of the relevant planning authority or otherwise. It is the Lessee's own responsibility to make its own inquiries about zoning, and it warrants that, before executing this lease, it has done so to its own satisfaction.

- 5.5 The Lessee is to take out and keep current all licences and permits required to carry on the service conducted in the leased area.
- 5.6 If the Lessee fails neglects or omits to perform or observe any covenant, agreement, stipulation, condition or restriction contained in this agreement the Lessor may by notice in writing to the Lessee require such failure neglect or omission to be rectified within 30 days of receipt of the notice and if such failure neglect or omission has not been rectified after the expiration of 30 days from receipt of the notice then it will be lawful if the Lessee does not voluntarily agree to vacate the leased area for the Lessor or his attorney to enter upon and take possession of the leased area.
- 5.7 The recovery of possession of the leased area in accordance with sub-clause 5.6 will not defeat or prejudice any claim or right of action or any other remedy that the Lessor may have for arrears or breach of covenant or agreement on the part of the Lessee before or at the time of recovery of possession of the leased area.
- 5.8 In the event of the taking of possession of the leased area in accordance with sub-clause 5.6 the Lessor will not in any way be liable to the Lessee for any person claiming through or by the Lessee for any damage caused to or loss of the effects ejected or removed from the leased area. Damage sustained to the said effects as a result of the Lessor's or its servant's or agent's negligence is excepted.

6 Variation

- 6.1 This lease agreement may be varied only by agreement between the parties and any variation must be recorded in writing.

7 Notices

7.1 Any notice demand or other communication to be given or served under this lease agreement upon the Lessee will be duly given or served if sent by prepaid registered post to:

The Director
Central Land Council
33 Stuart Highway
Alice Springs NT 0870.

and in the case of the Lessor to:

The Chairman
Atitjere Land Aboriginal Corporation
c/- Atitjere Community
via Alice Springs NT 0872

7.2 A notice sent by post will be deemed to have been received seventy-two (72) hours after the time of posting. If a notice is sent by facsimile the production of a transmission report from the sender's facsimile machine which verifies the alleged date and time of transmission will be sufficient proof of that transmission.

IN WITNESS of this lease agreement made on the day set out on the first page the parties have affixed their seals on the dates set out below.

The Common Seal of the
Atitjere Land Aboriginal Corporation
was affixed by authority of the Governing Committee
in accordance with its Rules:

X
.....
Committee Member

X
.....
Committee Member



The Common Seal of the

Central Land Council

was affixed hereto in accordance

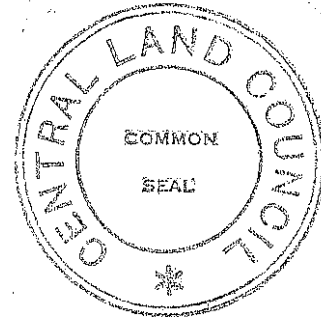
with the provisions of the

Aboriginal Land Rights (Northern Territory) Act 1976

on: 16th December, 2003

in the presence of :

.....
Chairman
.....
Member
.....
Member




Schedule 1:

Description of the leased land :

- 1 The parties acknowledge that the land within the Atitjere community is not subdivided or surveyed.. Any error or misdescription of the leased area shall not annul or render all or any part this agreement void.
- 2 The Map No 2003_242 annexed hereto has been produced by the CLC Land Information section from the Atitjere SLAP Plan (Hart Range) No 42 produced by the Department of Land Planning and the Environment and an aerial photograph NTC 1428, Run 1, Frame 002 dated 21/11/2000 also from the Department of Land Planning and the Environment. The leased land is identified on the SLAP plan as Lot 112.
- 3 The leased area is described on the map as being an area 50 x 40 metres and is cross hatched and coloured green. The boundaries of the leased land as described on the map may not coincide with the fences built on the ground



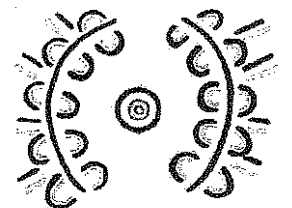
 CLC Leased Land
Lot 112



1 : 2 500

SLAP Plan
Dept. of Infrastructure, Planning
and Environment.

Air Photograph
NTC 1428, Run 1, Frame 002
Date: 21/11/2000
Dept. of Infrastructure, Planning
and Environment.



LEASE AGREEMENT

made on the 1 day of JANUARY 2004
~~2003~~

BETWEEN

The ANGARAPA ABORIGINAL LAND TRUST, a land trust established pursuant to the *Aboriginal Land Rights (Northern Territory) Act 1976* ("the Act") ("the Lessor")

AND

CENTRAL LAND COUNCIL (the "CLC") a body corporate pursuant to the provisions of the *Aboriginal Land Rights (Northern Territory) Act 1976* and having its principal office at 33 North Stuart Highway, Alice Springs in the Northern Territory of Australia (the "Lessee")

- A. The Angarapa Aboriginal Land Trust is the proprietor of an estate in fee simple in Northern Territory Portion 705 ("the land");
- B. The community of Arlparra is situated on the Land.
- C. The Lessee has with the prior consent of the traditional Aboriginal land owners of the area constructed a Regional Office and residence upon land in the Arlparra community.
- D. The parties wish to formalise the arrangement in respect to the use and occupation of part of the land by the Lessee (the "leased area") for the purposes of its Regional Office and residence.
- E. The Angarapa Aboriginal Land Trust has received a written direction from the Central Land Council ("CLC") pursuant to sub-section 19 of the Act; that written direction having been given by the Central Land Council on its being satisfied that the traditional Aboriginal owners of the land understand the nature and purpose of this lease, and as a group, consent to it; and that the Aboriginal

communities and groups which may be affected by the lease have been consulted and have had adequate opportunity to express their views to the Central Land Council; and that the terms and conditions of this lease are reasonable.

IT IS AGREED:

1 Definitions:

These definitions apply unless they are inconsistent with the context:

“the Act” means the *Aboriginal Land Rights (Northern Territory) Act 1976 (Cth)*.

“Aboriginal” and “Aboriginal land” will have the same meanings as those terms in sub-section 3(1) of the Act.

“Alcohol” has the same meaning as it does in the NT Liquor Act.

“Building” means the CLC Regional Office and residence constructed on the leased area by the Lessee, any demountable constructions placed on the leased area by the Lessee and associated facilities including a car parking area.

“The lease” means, depending on the context:

- (a) this document; or
- (b) the leasehold estate arising on the execution or registration of this document.

“Leased area” means that part of the land which is described at Schedule 1 and shown on the Map annexed hereto.

“Notify” means serve a written notice.

“Operating expenses” means the cost of:

- (a) management of any buildings;
- (b) repairs to and maintenance of any buildings, including any gardening or landscaping;

- (c) providing air conditioning to any buildings, including the costs of repairs and maintenance;
- (d) providing fire detection and extinguishing equipment and security equipment to the building, including the costs of repairs and maintenance;
- (e) cleaning the building and of garbage removal; and
- (f) pest control.

“Outgoings” means:

- (a) charges for utilities and services supplied to the building; and
- (b) insurance premiums and other costs of any insurance directly or indirectly related to the building which the Lessor reasonably thinks should be taken out.

“Rates and taxes” means rates, taxes, charges, duties and fees of any government or of any governmental, municipal, semi-governmental, statutory or other public authority, corporation or department, assessed, charged or imposed on the leased premises or on the building or on the Lessor in respect of the leased premises or the building.

“Spouse” includes a common law or de facto spouse.

Interpretation

These rules apply unless they are inconsistent with the context:

- (a) The lease agreement is not to be construed by reference to any paragraph headings, which are included for ease of reference only.
- (b) References to the leased area include references to part of the area.
- (c) References to corporations include natural persons and vice versa.
- (d) References in the singular number include the plural number and vice versa.
- (e) References to any gender include any other gender.
- (f) References to statutes in general or to any particular statute include:
 - (i) amendments, consolidations or replacements of them or it;
 - and

- (ii) proclamations, rules, regulations, orders and notices issued under them or it.

2 Rent:

- 2.1 The annual rental payable will be one dollar (\$1.00) per annum payable yearly in advance if and when requested by the Lessor by tax invoice.
- 2.2 If under the "A New Tax System (Goods and Services Tax) Act" a Goods and Services Tax is imposed in relation to any supply to the Lessee by the Lessor under this lease, the Lessee must pay the amount so imposed at the same time as the Lessee is required to pay for the supply in question under this lease.

3 Term:

- 3.1 The lease will commence on 1 January 2004 and will continue for ten (10) years.
- 3.2 The parties will, at a mutually agreed time during the last six months of the term specified in this lease agreement, and provided that the lease remains in effect at that time, discuss whether the lease area will be available after the expiry date of this lease agreement and whether the Lessee wishes to negotiate another lease. Provided that the Lessor is satisfied with the Lessee's conduct over the term of the lease, the Lessee will be entitled to a right of first refusal should the Lessor wish to make the lease area available.
- 3.3 If the tenant holds over under sub-clause 5.3 of this lease agreement at the end of the term of the leasehold estate, the term will be extended for as long as the tenant holds over, and the expression 'the lease' will include the leasehold estate during the holding-over period.

4 The Lessee covenants and agrees with the Lessor as follows:-

- 4.1 That it will not without prior written consent of the Lessor use or permit the leased area to be used for any purpose other than for the building and associated activities of the Lessee.
- 4.2 If requested the Lessee will duly and punctually pay the rental of \$1 per annum to the Central Land Council to be held on behalf of the Lessor.
- 4.3 The Lessee will be responsible for all operating expenses and outgoings as defined in this Agreement during the term of the lease including during the period of any extension or holding over permitted under its terms.
- 4.4 Without limiting the generality of sub-clause 4.3, the Lessee will:
- (a) take out and keep current at its own expense, a public risk policy which provides for a minimum cover for each accident, claim or event of the amount of \$5,000,000.00 (five million dollars) ; and
 - (b) take out a policy covering fittings and accessories contained in or upon the leased area. The policy must provide cover for the full insurable value of those things against loss or damage resulting from fire and other risks including, but not limited to, water, storm, storm surge and rainwater damage.
 - (c) take out a building insurance policy that must provide cover for the full replacement cost of any building against loss or damage resulting from fire and other risks including, but not limited to, water, storm, storm surge and rainwater damage.
- 4.5 The Lessee will conduct its operations on the leased area in an orderly and respectable manner and will not do or allow to be done in or upon the leased area any act matter or thing which is or may be or become an illegal nuisance to the Lessor or the owners or occupiers of any adjoining or neighbouring lands or buildings.

4.6 The Lessee will at all times during the term keep and at the end of the term or sooner determination of this lease deliver up the leased area to the Lessor thoroughly clean and in good and substantial repair, condition and working order (fair wear and tear only excepted)

4.7 Without affecting the generality of sub-clause 4.6, the Lessee must:

- (a) regularly maintain and keep in good repair any buildings in the leased area;
- (b) immediately make good any damage to the leased area caused by negligence or misconduct on the part of the Lessee or those for whom the Lessee is responsible;
- (c) regularly maintain and keep in good repair the Lessee's fittings and accessories which are located within the leased area.

4.8 The Lessee will ensure:

- (a) that prior to undertaking any activities on the leased area it makes inquiries as to the existence of sacred sites on the leased area and informs all its employees, invitees, agents, contractors, sub-contractors, operators and persons acting directly or indirectly with the authority of the Lessee and their spouses or dependants and engaged in any work on the leased area are made aware of the existence of any of these and of the obligation to avoid and prevent any harm or disturbance to them.
- (b) The Lessee will immediately remove from the leased area and take all reasonable steps to ensure the removal from the Land Trust of any employee, invitee, servant, agent, contractor, sub-contractor, operator or persons acting directly or indirectly with the authority of the Lessee or their spouses and dependants found:

- (i) to be trespassing on or in any way interfering with any area of sacred sites, unless the person concerned had taken all reasonable steps to ascertain the location and dimensions of the area of the sacred site on any area of the land they were likely to visit and had no reasonable ground for suspecting that the land concerned was an area of sacred sites;
- (ii) to be violating any of the conditions that may be imposed upon that person's access to the lease area or any Aboriginal land by a permit issued by the CLC or pursuant to this lease agreement; or
- (iii) in the opinion of the Chairman of the CLC or his nominee (acting in accordance with instructions given pursuant to ss23(1) and (3) of the Act) to be behaving in a manner demonstrating disrespect for the Aboriginal culture and tradition or in any manner offensive to those Aboriginal people who are the traditional Aboriginal land owners or who are residents of the land.

4.9 The Lessee will observe all the restrictions as to the use of the leased area imposed by any law for the time being in force in the Northern Territory of Australia.

4.10 Without limiting the generality of sub-clause 4.9, the Lessee will ensure its employees, invitees, servants, agents, contractors, sub-contractors, persons operating directly or indirectly with its authority and their spouses and other family members are informed of the existence of any laws, regulations, by-laws or community rules or practices in relation to the transport, sale, consumption or other method of dealing with liquor or other restricted or illicit substances on the leased area and adjoining land.

4.11 The Lessee will not transfer, assign, sublet or part with the possession of the leased area or any part thereof, without the consent in writing of the Lessor and such consent will not be unreasonably withheld.

- 4.12 The Lessee will pay the costs of and incidental to the execution, stamping, registration and planning approval of this lease, including the costs of any necessary survey.
- 4.13 Unless the Lessee gives notice before the expiry of the term of the lease of its intention to remove fixtures and removes those fixtures within three months after the expiry of the term of the lease, any fixtures on the leased area will become the property of the Lessor at the expiry of that three-month period free of any charge or encumbrance. This will apply provided the Lessor has given the Lessee a 'show cause' notice of its intention to take possession of the fixtures and has received no objection from the Lessee.
- 4.14 The Lessee will indemnify and save harmless the Lessor from and against all actions, claims, demands, compensation, damages, charges and expenses for any loss, damage or injury which may be made by any person, corporation company or firm by reason of any act or omission or failure to take proper care in the operation of the leased area by the Lessee its servants or agents or by reason of any breach by the Lessee or any failure or neglect of the Lessee to perform or fulfil any of the covenants terms and conditions contained or implied in this lease to be observed performed or fulfilled on the part of the Lessee.
- 4.15 Where the supply of goods or services is required by the Lessee in relation to the leased area the Lessee will use its best endeavours to ensure maximum use of Aboriginal sub-contractors where goods or services available from them are competitive as regards price, continuity or certainty of supply, timing, quality and standard of skill as those obtainable elsewhere or acceptable to the Lessee.
- 4.16 In pursuance of the requirements of sub-clause 4.15 the Lessee will notify the CLC of any work available on the leased area to be let to a contractor or sub-contractor which may include but is not limited to skilled services, cartage, gardening, road grading and maintenance, garbage disposal, office cleaning, laundry service, storekeeping and site maintenance.

4.17 The Lessee will keep the leased area clean and free from rubbish and will store and keep all refuse and garbage in proper containers and will cause all refuse and garbage to be removed regularly from the leased area.

4.18 The Lessee will pay punctually for all water, gas, electricity, telephone, heat and other utilities that are provided to the leased area from time to time and will indemnify the Lessor with respect to any and all charges that may be imposed over the leased area for the supply of utilities.

5 The Lessor covenants with the Lessee as follows:

5.1 The Lessee paying the rent and observing and performing the several covenants on its part and the conditions contained in this agreement will during the whole of the term quietly enjoy the leased area without any interruption or disturbance by the Lessor or any person claiming under or in trust for the Lessor.

5.2 The Lessor will not interfere with the supply of power and water to the Lessee.

5.3 If the Lessee remains in occupation of the leased premises after the end of the lease with the consent of the Lessor, it will do so as a tenant from month to month. The terms of the lease will apply to the tenancy as far as they may be applicable. Either the Lessor or the Lessee may terminate the tenancy by one month's notification to the other.

5.4 The Lessor does not represent or warrant:

(a) that the leased area is suitable to be used for the permitted use; or

(b) that the Lessor's fittings and accessories or services are suitable to be used for the permitted use.

(c) Without affecting the generality of sub-clause 5.4 above, the Lessor does not represent or warrant that the zoning of the leased area will allow the leased are to be used for the permitted use, whether with the approval or permission of the relevant planning authority or otherwise. It is the Lessee's own responsibility to make its own inquiries about zoning, and it warrants that, before executing this lease, it has done so to its own satisfaction.

5.5 The Lessee is to take out and keep current all licences and permits required to carry on the service conducted in the leased area.

5.6 If the Lessee fails neglects or omits to perform or observe any covenant, agreement, stipulation, condition or restriction contained in this agreement the Lessor may by notice in writing to the Lessee require such failure neglect or omission to be rectified within 30 days of receipt of the notice and if such failure neglect or omission has not been rectified after the expiration of 30 days from receipt of the notice then it will be lawful if the Lessee does not voluntarily agree to vacate the leased area for the Lessor or his attorney to enter upon and take possession of the leased area.

5.7 The recovery of possession of the leased area in accordance with sub-clause 5.6 will not defeat or prejudice any claim or right of action or any other remedy that the Lessor may have for arrears or breach of covenant or agreement on the part of the Lessee before or at the time of recovery of possession of the leased area.

5.8 In the event of the taking of possession of the leased area in accordance with sub-clause 5.6 the Lessor will not in any way be liable to the Lessee for any person claiming through or by the Lessee for any damage caused to or loss of the effects ejected or removed from the leased area. Damage sustained to the said effects as a result of the Lessor's or its servant's or agent's negligence is excepted.

6 Variation

6.1 This lease agreement may be varied only by agreement between the parties and any variation must be recorded in writing.

7 Notices

7.1 Any notice demand or other communication to be given or served under this lease agreement upon the Lessee will be duly given or served if sent by prepaid registered post to:

The Director
Central Land Council
33 Stuart Highway
Alice Springs NT 0870.

and in the case of the Lessor to:

The Chairman
Angarapa Aboriginal Land Trust
c/- Central Land Council
33 Stuart Highway Alice Springs NT 0870

7.2 A notice sent by post will be deemed to have been received seventy-two (72) hours after the time of posting. If a notice is sent by facsimile the production of a transmission report from the sender's facsimile machine which verifies the alleged date and time of transmission will be sufficient proof of that transmission.

[This rest of this page is left intentionally blank]

IN WITNESS of this lease agreement made on the day set out on the first page the parties have affixed their seals on the dates set out below.

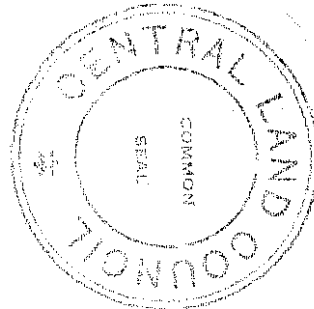
The Common Seal of the
Angarapa Aboriginal Land Trust
was affixed in accordance with the
provisions of the *Aboriginal Land Rights (Northern Territory) Act 1976*
by the authority of :

.....
Chairman |
.....
Member |
.....
Member |



The Common Seal of the
Central Land Council
was affixed hereto in accordance
with the provisions of the
Aboriginal Land Rights (Northern Territory) Act 1976
in the presence of :

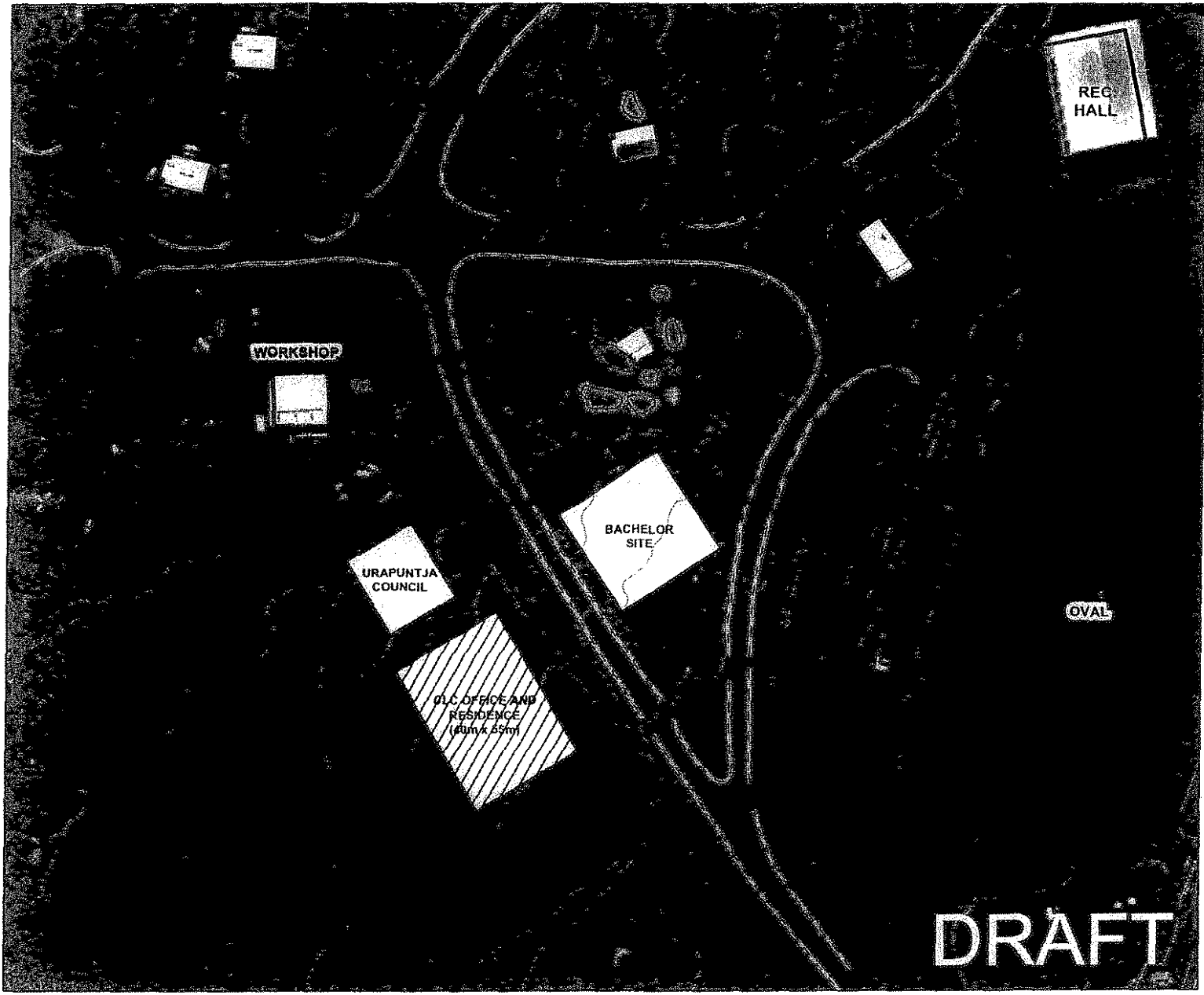
.....
Chairman |
.....
Member |
.....
Member














Schedule 1:

Description of the leased land :

- 1 The parties acknowledge that the land within the Alparra community is not subdivided or surveyed.. Any error or misdescription of the leased area shall not annul or render all or any part this agreement void.
- 2 The Map No 2003-255 annexed hereto has been produced by the CLC Land Information section from the Alparra SLAP Plan produced by the Department of Land Planning and the Environment and from aerial photographs with permission from Fugro Spatial Solutions Pty Ltd the owners of copyright in the photographs.
- 3 The leased area is described on the map as being an area 40 x 55 metres and is cross hatched. The boundaries of the leased land as described on the map may not coincide with the fences built on the ground



**Central Land Council
Regional Office - Alparra
(Block Location Diagram)**

-  CLC Office and Residence
-  Other recent developments
-  Building
-  Contour
-  Drain
-  Fence/Wall
-  Road - Unsealed
-  Sporting Arena, Oval
-  Tank - Non-Water
-  Tank - Water
-  Vegetation - trees

- Land Information -
Map Number: 2003-255

Aerial Photograph
Dept. of Infrastructure, Planning and Environment

SLAP Data
Dept. of Infrastructure, Planning and Environment

N

1 : 2000



DRAFT

Lease

Lot 324 Yuendumu Townsite

Yuendumu Aboriginal Land Trust

and

Central Land Council

Central Land Council
33 Stuart Highway
Alice Springs NT 0870
Telephone: 08 8951 6211
Facsimile: 08 8952 7030
Our ref: 2005/850

Between:

- 1 **Yuendumu Aboriginal Land Trust** a body corporate established pursuant to the *Aboriginal Land Rights (Northern Territory) Act 1976*
c/- Central Land Council, 33 Stuart Highway, Alice Springs, Northern Territory
("Land Trust")
- 2 **Central Land Council**
of 33 Stuart Highway, Alice Springs, Northern Territory
("Lessee")

Background:

- A. The Land Trust is the proprietor of an estate in fee simple of the Land.
- B. The Lessee wishes to lease the Leased Area.
- C. The CLC is a body corporate established pursuant to the Land Rights Act and has statutory functions under that Act concerning management of the Land and the issue of permits.
- D. The Land Trust, having received a written direction from the CLC pursuant to subsection 19(4A) of the Land Rights Act, that written direction having been given by the CLC on its being satisfied that:
 - (i) the traditional Aboriginal owners of the Leased Area understand the nature and purpose of this deed, and as a group, consent to it;
 - (ii) any Aboriginal community or group that may be affected by this deed, has been consulted and has had adequate opportunity to express its views to the CLC; and
 - (iii) that the terms and conditions of this deed are reasonable,has agreed to grant a lease over the Leased Area to the Lessee on the terms set out in this deed.

The parties agree:

1 Interpretation

- 1.1 In this deed, the following definitions apply:

"CLC" means the Central Land Council of 33 Stuart Highway, Alice Springs, NT.

"Further Term" means each further term specified in Item 4 of the Schedule.

"GST" has the same meaning as in the GST Act.

"GST Act" means *A New Tax System (Goods and Services Tax) Act 1999* (Cwth).

"Land" means the land described in Item 1 of the Schedule.

"Land Rights Act" means *Aboriginal Land Rights (Northern Territory) Act 1976*.

"Lease Year" means the 12 month period commencing on the commencement of the

- 3.1 The Lessee must pay to the Land Trust the Rent at the times and in the manner specified in Item 5.2 of the Schedule during the Term.
- 3.2 All payments to be made to the Land Trust pursuant to this deed must be made to the CLC Royalty Trust Account.
- 3.3 The Lessee will be responsible for all Operating Expenses and Outgoings during the Term and any period of holding over permitted under this deed. The Lessee will pay punctually all charges for utilities that are provided to the Leased Area and will indemnify the Land Trust with respect to any and all charges that may be imposed over the Leased Area for the supply of utilities.

4 GST

- 4.1 The consideration for any supply under or in connection with this deed does not include GST.
- 4.2 To the extent that any supply made under or in connection with this deed is a taxable supply for which the supplier is liable for GST, the recipient must pay, in addition to the consideration provided under this deed for that supply, an amount (“**additional amount**”) equal to the amount of that consideration multiplied by the rate at which GST is imposed in respect of the supply. The recipient must pay the additional amount at the same time as the consideration to which it is referable.
- 4.3 The supplier must issue a tax invoice in a form approved for GST purposes to the recipient of a supply to which clause 4.2 applies no later than 7 days following payment of the GST inclusive consideration for that supply under that clause.

5 Interest

Without affecting any of the Land Trust’s rights under this deed, the Lessee must pay to the Land Trust on demand Interest on any Rent or other monies due under this deed which are unpaid for 14 days, calculated from the due date for payment until payment.

6 Use of the Leased Area

- 6.1 The Lessee will not without prior written consent of the Land Trust use or permit the Leased Area to be used for any purpose other than the Permitted Use.
- 6.2 The Lessee must take out and keep current all licences and permits required to carry on the service conducted on the Leased Area.
- 6.3 The Lessee will conduct its operations on the Leased Area in an orderly and respectable manner and will not do or allow to be done in or upon the Leased Area any act, matter or thing which is or may be or become an illegal nuisance to the Land Trust or the owners or occupiers of any adjoining or neighbouring lands or buildings.
- 6.4 The Land Trust does not represent or warrant that:
- (a) the Leased Area is suitable to be used for the Permitted Use;
 - (b) the Land Trust’s fitting and accessories or services are suitable to be used for the Permitted Use; or

- (b) it informs all of its employees, invitees, agents, contractors, sub-contractors, operators and other persons acting directly or indirectly with the authority of the Lessee and engaged in any work on the Leased Area, and their spouses and dependants, of the existence of any of sacred sites and of the obligation to avoid and prevent any harm or disturbance to them.

9.3 The Lessee will immediately remove from the Leased Area and take all reasonable steps to ensure the removal from the Land Trust of any employee, invitee, agent, contractor, sub-contractor, operator or person acting directly or indirectly with the authority of the Lessee or their spouses or dependants found:

- (a) to be trespassing on or in any way interfering with any area of sacred sites, unless the person concerned had taken all reasonable steps to ascertain the location and dimensions of the area of the sacred site on any area of the land they were likely to visit and had no reasonable ground for suspecting that the land concerned was an area of sacred sites;
- (b) to be violating any of the conditions that may be imposed upon that person's access to the Leased Area or Aboriginal land by a permit issued by the CLC or pursuant to this deed; or
- (c) in the opinion of the Chairman of the CLC or his nominee (acting in accordance with instructions given pursuant to sections 23(1) and 23(3) of the Land Rights Act) to be behaving in a manner demonstrating disrespect for the Aboriginal culture and tradition or in any manner offensive to those Aboriginal people who are the traditional Aboriginal land owners or residents of the Land.

9.4 The Lessee will ensure its employees, invitees, agents, contractors, sub-contractors, persons operating directly or indirectly with its authority and their spouses and dependants are informed of the existence of any laws, regulations, by-laws or community rules or practices in relation to the transport, sale, consumption or other method of dealing with liquor or other restricted or illicit substances on the Leased Area and the Land.

10 Aboriginal contractors

10.1 Where the supply of goods or services is required by the Lessee in relation to the Leased Area the Lessee will use its best endeavours to ensure maximum use of Aboriginal sub-contractors where goods or services available from them are competitive as regards to price, continuity or certainty of supply, timing, quality and standard of skill as those available elsewhere or acceptable to the Lessee.

10.2 In pursuance of the requirements of sub-clause 10.1 the Lessee will notify the CLC of any work available on the Leased Area to be let to a contractor or sub-contractor which may include but is not limited to skilled services, cartage, gardening, road grading and maintenance, garbage disposal, office cleaning, laundry service, storekeeping and site maintenance.

(c) the Leased Area is abandoned by the Lessee,

then the Land Trust may at any time re-enter the Leased Area and on re-entry the Term will immediately determine, but without affecting, defeating or prejudicing any claim or action or any other remedy that the Land Trust may have for breach of a covenant or agreement on the part of the Lessee before such Termination.

14.2 In the event of the recovery of possession of the Leased Area in accordance with clause 14.1, the Land Trust will not in any way be liable to the Lessee or any person claiming through or on behalf of the Lessee for any damage caused to or loss of the property or effects ejected or removed from any part of the Leased Area.

15 Option to renew

If:

- (a) the Lessee at least one month but not earlier than three months prior to the date for commencement of a Further Term gives to the Land Trust written notice to grant the Further Term; and
- (b) there is no subsisting default by the Lessee at the date of service of the notice and at the date for commencement of that Further Term in:
 - (1) the payment of any money payable under this deed; or
 - (2) the performance or observance of the Lessee's obligations under this deed,

the Land Trust must grant to the Lessee that Further Term at the Rent and on the terms and conditions of this deed.

16 Holding over

If the Lessee (with the Land Trust's consent express or implied) remains in occupation of the Lease Area after the expiration of the Term, the Lessee will hold the Leased Area as a monthly tenant at a rent equivalent to the Rent payable for the period immediately before the Term expired and otherwise on the same terms specified in this deed.

17 Termination

17.1 Prior to Termination the Lessee at the Lessee's cost must:

- (a) restore the Leased Area including any buildings located on the Leased Area to their state at the commencement of the Term, fair wear and tear accepted; and
- (b) remove from the Leased Area all of the Lessee's property and promptly make good any damage caused by the removal.

17.2 On Termination, the Lessee must quietly surrender and give up to the Land Trust possession of the Leased Area and give to the CLC all keys providing access to any buildings on the Leased Area.

17.3 Unless the Lessee gives notice before Termination of its intention to remove fixtures and removes those fixtures within three months after Termination, any fixtures on the Leased Area will become the property of the Land Trust at the expiry of that three-month period free of any charge or encumbrance. This will apply provided the Land

23 General

- 23.1 Should there be any delay on the Land Trust's part in the exercise by it of any of its rights, powers or remedies under this deed, that delay will not be deemed to be a waiver of those rights, powers or remedies by the Land Trust except where specifically communicated to the Lessee in writing.
- 23.2 If any part of this deed is, or becomes, void or unenforceable, that part is or will be, severed from this deed to the intent that all parts that are not, or do not become, void or unenforceable remain in full force and effect and are unaffected by that severance.
- 23.3 This deed is to be governed by and construed in accordance with the laws (whether of the Commonwealth or the Northern Territory) in force in the Northern Territory and each party submits to the jurisdiction of the courts of the Northern Territory and the Commonwealth and any courts competent to hear appeals from those courts.

Executed by the parties as a deed:

The common seal of the **Yuendumu Aboriginal Land Trust** was affixed in the presence of:



CLC Chairman signature

Name

The common seal of **Central Land Council** was affixed in the presence of:



Chairman signature

Name

Executive member signature

Name

Executive member signature

Name

Central Land Council

Direction to

Yuendumu Aboriginal Land Trust

Proposed lease of Lot 324, Yuendumu townsite:

It is proposed that the Yuendumu Aboriginal Land Trust grants a lease over Lot 324, Yuendumu townsite to the Central Land Council for a term of 12 years commencing on the date of the lease.

Direction:

Pursuant to section 19(4) of the *Aboriginal Land Rights (Northern Territory) Act* 1976, the Central Land Council being satisfied that:

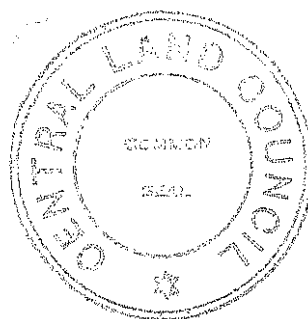
- (a) the traditional Aboriginal owners of the Yuendumu Aboriginal Land Trust area understand the nature and purpose of the proposed lease and, as a group, consent to the lease;
- (b) any Aboriginal community or group that may be affected by the proposed lease has been consulted and has had adequate opportunity to express its views to the Central Land Council; and
- (c) the terms and conditions of the proposed lease are reasonable,

hereby directs the Yuendumu Aboriginal Land Trust to:

- (d) grant the proposed lease to the Central Land Council; and
- (e) authorise the Chairman of the Central Land Council to apply the common seal of the Land Trust to the proposed lease.

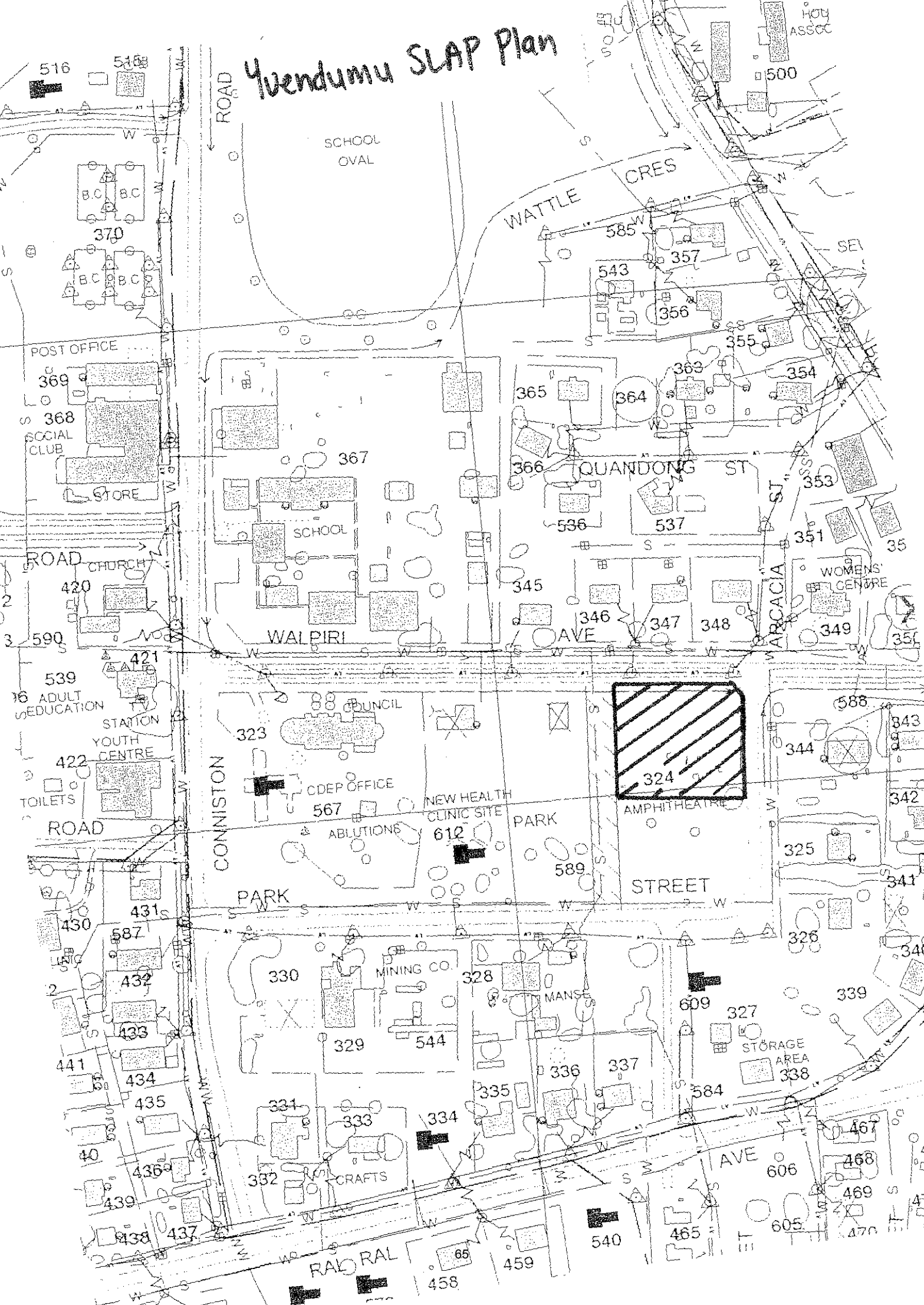
Dated:

The common seal of the
Central Land Council was
affixed by authority of a
resolution of the Central Land
Council in the presence of:



Chairman

Yuendumu SLAP Plan



S H A R E C E R T I F I C A T E

CENTRECORP ABORIGINAL INVESTMENT CORPORATION PTY. LIMITED.

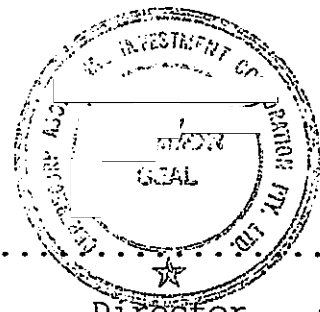
AUTHORISED CAPITAL: \$ 10,000 DIVIDED INTO 10,000 SHARES OF \$ 1-00 EACH

CERTIFICATE No. 7 for 2 Ordinary SHARE

THIS IS TO CERTIFY that Central Land Council
of 75 Hartley Street, Alice Springs, Northern Territory 5750
is the Registered Holder of 2 ordinary share being shares numbered
4 to and 5 inclusive in the capital of Centrecorp Aboriginal Invest-
ment Corporation Pty. Limited subject to the Company's memorandum and
articles of association and that the sum of 1 dollar (\$1-00) has
been paid on each/the share.

GIVEN under the Common Seal of the Company this *5th* day of *March*
19*86*.

THE COMMON SEAL of CENTRECORP ABORIGINAL
INVESTMENT CORPORATION PTY. LIMITED)
was affixed in accordance with the)
Company's articles of association:)



.....
Director

.....|.....

Secretary

JAMMO PTY LTD

(Incorporated under the Companies Act/Ordinance 19.....
of.....)

REGISTERED OFFICE 75 Hartley Street Alice Springs N.T.

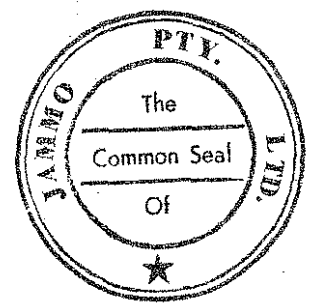
AUTHORISED CAPITAL: \$

divided into 10000 PREFERENCE SHARES of \$ 1.00 each
ORDINARY SHARES of \$ each
STOCK UNITS of \$ each
of \$ each

DISTINCTIVE NUMBERS		No.
FROM	TO	
1		1
	TOTAL	1

This is to Certify that Central Land Council
of 75 Hartley Street Alice Springs N.T.
is the registered holder of One (1) Shares
Units 1
numbered as in the margin hereof,
on which the sum of One Dollar per Share has been paid
subject to the Memorandum and Articles of Association of the Company.

Given under the Common Seal of the Company,
this day of 19.....
.....
..... } Directors
.....
..... Secretary



This certificate must be surrendered to the company on transfer of any of the above shares