

*Land Title Act*  
REGISTRAR-GENERAL'S DIRECTIONS



NORTHERN TERRITORY OF AUSTRALIA

Commissioner of Territory Revenue use only  
(NOTE 1)

<b>L</b>	<b>A</b>	<b>No:</b>
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**IMPORTANT NOTICE**

Please Note Privacy Statement Overleaf

**AMENDMENT OF A LEASE  
OR SUBLEASE**

The tenant being registered as the proprietor of the lease (or sublease) specified pursuant to an agreement with the registered proprietor of the land subject to the lease (or sublease) and consent of the registered proprietors of all affected registered dealings varies the said lease (or sublease) as set out below: (NOTES 2 - 3)

LEASE OR SUBLEASE BEING VARIED	Number: 662214	Extended until:	(NOTE 4)
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Register	Volume	Folio	Location	Lot Description	Plan	Unit	
CUFT	817	165	NT Portion	1640	CP 004186	N/A	(NOTE 5)
			NT Portion	1644	CP 004194		
			NT Portion	3042	CP 004186		

OTHER CONSIDERATION	Not applicable	GST Amount	Not applicable	(NOTE 6)
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OWNER	Name only: Tiwi Aboriginal Land Trust P.O. Box 38545 WINNELLIE NT 0821	(NOTE 7)
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TENANT	Name only: Executive Director of Township Leasing GPO Box 3671 DARWIN NT 0801	(NOTE 8)
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DETAILS OF VARIATION	See Annexure Sheet attached for details of variation	(NOTE 9)
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CONSENTS	Not applicable	(NOTE 10)
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SEE EXECUTION CLAUSE OF PAGE 7 OF THE ANNEXURE SHEET

SEE EXECUTION CLAUSE OF PAGE 7 OF THE ANNEXURE SHEET

(NOTE 11)



## CONSENT OF INTEREST HOLDERS

Instrument type: .....

Instrument type: .....

Instrument No: .....

Instrument No: .....

Name of Parties: .....

Name of Parties: .....

I the registered proprietor of the interest shown above consent to the registration of this instrument.

I the registered proprietor of the interest shown above consent to the registration of this instrument.

Signed: .....

Signed: .....

(Date): .....

(Date): .....

In the presence of:

In the presence of:

Name of Qualified Witness: .....

Name of Qualified Witness: .....

Address or Telephone No.: .....

Address or Telephone No.: .....

### SCHEDULE OF NOTES

1. The Amendment of Lease or Sub-Lease signed on or after 1 July 2007 is required to be stamped by the Commissioner of Territory Revenues where there is valuable consideration other than rent under the lease.
2. This form may be lodged in triplicate. The original must be typed or completed in ink or biro. The duplicate and triplicate may be a copy of the original but the signatures of all parties and their witnesses must be original and signed in ink or biro. Alterations to information entered on the form should be crossed out (not erased or obliterated by painting over) and initialled by the parties.
3. If there is insufficient space in any panel use the space above or an annexure sheet (Form 95).
4. The number of the lease/sublease to be amended (or varied) and, if the term is to be extended, the date extended to must be entered here. The duplicate and triplicate lease does not need to be produced for notation.
5. Volume and Folio references must be given together with complete parcel description. If a certificate as to title has been issued it must be produced.
6. Insert the amount of other consideration. If no consideration is paid or payable insert the words "Nil" or "Not applicable".
7. Insert full name. Address is not required.
8. Insert full name. Address is not required.
9. Insert details of the variation. The instrument of amendment must not add or remove a party to a lease or be lodged after the lessee's term has ended.
10. Quote instrument type and number and attach consents (or sign).
11. Persons who may witness this document are a Commissioner for Oaths, a member of the Legislative Assembly, a legal practitioner within the meaning of the *Legal Profession Act*, a person holding office under the *Supreme Court Act*, the *Justices Act*, the *Local Court Act* or the *Registration Act*, a member of the Police Force, a person licensed as a conveyancing agent or real estate agent under the *Agents Licensing Act*, a Notary Public and any other person approved by the Registrar-General.

A witness to an instrument executed by an individual must first:

- take reasonable steps to ensure that the individual is the person entitled to sign the instrument;
- have the individual execute the document in the presence of the witness;
- not be a party to the instrument; and
- if witnessing more than one signature, clearly state that he/she has witnessed more than one signature (ie I have witnessed the two signatures above).

After signing, witnesses must legibly write, type or stamp their names and contact address or telephone number below their signature.

For a corporation, an instrument must be executed in a way permitted by law or sealed with the corporation's seal in accordance with the *Law of Property Act*, Section 48.

For witnessing of instruments executed outside the Northern Territory refer to Schedule 1 of the *Land Title Act* and the Registrar-General's Directions.

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### PRIVACY STATEMENT – LAND REGISTER FORMS

The Registrar-General's Office is authorised by the *Land Title Act* to collect the information on this form for the establishment and maintenance of the Land Register, which is made available for search by any person, anywhere, including through the Internet, upon payment of a fee. The information is regularly provided to other NT Government agencies, the Australian Valuation Office, local governments, the Australian Bureau of Statistics, the Australian Taxation Office or other Commonwealth Agencies as required or authorised by law, and some private sector organisations for conveyancing, local government, valuation, statistical, administrative and other purposes. The NT Government also uses the information to prepare and sell or licence property sales reports to commercial organisations concerned with the development, sale or marketing of property.

Failure to provide the information in full or in part may prevent your application or transaction being completed.

Your personal information provided on this form can be subsequently accessed by you on request. If you have any queries please contact the Deputy Registrar-General on 8999 5318.



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NORTHERN TERRITORY OF AUSTRALIA

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**ANNEXURE SHEET**

(Notes 1,2)

Register	Volume	Folio	Location	Lot Description	Plan	Unit
CUFT	817	165	NT Portion	1640	CP004186	N/A
			NT Portion	1644	CP004194	
			NT Portion	3042	CP004186	

HEADING

(NOTE 3)

Variation to Lease 662214 attached.



#### **SCHEDULE OF NOTES**

1. If there is insufficient space to accommodate the required information; in a panel on the parent instrument insert the words "See Annexure" and enter all the information on the annexure sheet under the appropriate heading.
2. If the instrument is lodged in duplicate (or triplicate) an annexure sheet must be attached to each. The annexure attached to the original must be typed or completed in ink or biro, that attached to the duplicate (or triplicate) may be a copy of the original. Alterations to information entered on the form should be crossed out (not erased or obliterated by painting over) and initialled by the parties.
3. Multiple annexures may appear on the same annexure sheet but each must be correctly headed.

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# **Deed of Variation of Lease**

**Township of Wurrumiyanga**

Tiwi Aboriginal Land Trust

and

Executive Director of Township Leasing

and

Tiwi Land Council



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# Deed of Variation of Lease

Date

2017

## Parties

1. **Tiwi Aboriginal Land Trust** established pursuant to section 4(1) of the Land Rights Act ("the **Land Trust**")
2. **Executive Director of Township Leasing** on behalf of the Commonwealth of Australia as 'approved entity' within the meaning of the Land Rights Act ("the **EDTL**")
3. **Tiwi Land Council** as established by notice dated 18 August 1978 under the Land Rights Act (or if the boundaries are varied so as to exclude the Township from its area, then the Land Council for the area of the Township established under the Land Rights Act) ("the **Land Council**")

(collectively referred to as "the **Parties**")

## Background

- A. The Land Trust is the registered proprietor of an estate in fee simple in the Land which includes the Township.
- B. The office of the EDTL was created pursuant to section 20B of the Land Rights Act.
- C. The Land Trust leases the Township to the EDTL pursuant to subsection 19A(1) of the Land Rights Act under the Lease.
- D. The Lease commenced on 30 August 2007.
- E. The Lease was varied on 14 March 2014 pursuant to the 2014 Variation.
- F. The parties, in consultation through the Consultative Forum, have agreed to further vary the Lease in the manner outlined in this Deed.

## Agreed terms

### 1. Definitions and interpretation

#### 1.1 Definitions

In this Deed and in the Background, unless the context requires otherwise:

**2014 Variation** means the variation of lease, registered number 818774;

**Consultative Forum** means the Consultative Forum established under clause 23.1 of the Lease;

**Land** means the land described in the Certificate of Title Volume 708 Folio 427.

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



**Lease** means the lease signed by the Land Trust, the Land Council and the EDTL, registration number 662214; and

**Township** means that part of the Land described as NT Portion 6798(A) on the Survey Plan S2007/183.

## 2. Variation of Lease

The Parties agree that the Lease is varied in accordance with this Deed. The variations to the Lease take effect from the date of this Deed.

## 3. Consolidated Lease

For ease of reference, a consolidated version of the Lease, incorporating all of the amendments made in the 2014 Variation and those contained in this Deed, is included in Annexure A.

## 4. Clause 1 – Definitions and interpretation

### 4.1 Bonus Payment

The definition of "Bonus Payment" in clause 1.1 is deleted.

### 4.2 CATSI Act [see also related clause 5.3]

The following definition is inserted in clause 1.1:

"**CATSI Act** means the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth);"

### 4.3 Introductory Payment [see also related clause 5.1]

The definition of "Introductory Payment" in clause 1.1 is amended by deleting "clause 5.1(b)(i)(A)" and inserting "clause 5.1(b)(i)", such that the definition will now read as follows:

"**Introductory Payment** has the meaning given to that term in clause 5.1(b)(i);"

### 4.4 Lease Payments [see also related clause 5.1]

The definition of "Lease Payments" in clause 1.1 is amended by deleting "clause 5.1(a)" and inserting "clause 5.1(b)", such that the definition will now read as follows:

"**Lease Payments** has the meaning given to that term in clause 5.1(b);"

## 5. Clause 5.1 – Lease Payment

Clause 5.1 is amended by deleting clause 5.1(b)(ii), amending clause 5.1(b)(iii) and amending clause 5(c), such that clause 5.1 will now read as follows:

### "5.1 Lease Payment

- (a) The EDTL must pay the Land Council for the Land Trust the amounts specified in clause 5.1(b) (**Lease Payments**).
- (b) The Lease Payments are:





- (i) a one time only payment of \$5 million (**Introductory Payment**);
- (ii) in relation to each year after the Initial Period for the remainder of the Term or until the Lease is otherwise terminated:
  - (A) all Income generated by the EDTL under this Lease during such year; less
  - (B) Operating Expenses of the Lease during such year (subject to clause 5.3),

**(Annual Payment).**
- (c) In this clause 5, "**Initial Period**" is the period commencing on the Commencement Date and ending on the first to occur of the following:
  - (i) the day on which the sum of all accumulated Income generated by the EDTL under this Lease since the Commencement Date first exceeds \$4,400,000; or
  - (ii) the day prior to the fifteenth anniversary of the Commencement Date.
- (d) The Introductory Payment is a prepayment for this Lease."

## 6. **Clause 5.2 – How does the EDTL pay the Lease Payment**

Clause 5.2 is amended by deleting clause 5.2(b), amending clause 5.2(c) (now clause 5.2(b)) and inserting a new clause 5.2(c), such that clause 5.2 will now read as follows:

### **"5.2 How does the EDTL pay the Lease Payment?**

- (a) The EDTL must pay the Introductory Payment on the Commencement Date free of all deductions and with no right of set-off.
- (b) The EDTL must pay each Annual Payment:
  - (i) within 3 months after the relevant anniversary of this Lease (subject to clause 5.2(c));
  - (ii) free of all deductions and with no right of set-off; and
  - (iii) to the Land Council for the Land Trust in accordance with the relevant provisions of the Land Rights Act.
- (c) The Parties may agree in writing to the EDTL paying the Annual Payment in regular instalments during the relevant Lease Year (such as on a quarterly or half-yearly basis, or at some other frequency)."



## 6.1 New clause 5.3 - Use of Annual Payment for economic and community development purposes

A new clause 5.3 is inserted as follows:

### **"5.3 Use of Annual Payment for economic and community development purposes**

- (a) This clause 5.3 only applies in relation to Annual Payments.
- (b) While the Land Council complies with this clause 5.3 (and the arrangements referred to in clause 5.3(f) are in place), Operating Expenses will not be deducted from Income for the purposes of calculating the Annual Payment in clause 5.1(b)(ii).
- (c) The Parties acknowledge that the EDTL may seek to have its Operating Expenses paid from the Aboriginals Benefit Account, subject to the direction of the Minister pursuant to subsection 64(4A) of the Land Rights Act.
- (d) The parties acknowledge that, in accordance with s 35(4B) of the Land Rights Act, the Land Council must pay amounts equal to the Annual Payments to an Aboriginal and Torres Strait Islander corporation for the benefit of the traditional Aboriginal owners of the Land.
- (e) The Land Council agrees that, for the purposes of s 35(4B) of the Land Rights Act, the Land Council's nominee will receive the amount equal to the Annual Payments.
- (f) The Land Council will put arrangements in place with the Land Council's nominee to ensure that any monies paid out in accordance with clause 5.3(d) and (e) are to be used for economic and community development purposes in the Township.
- (g) The Land Council's nominee will be a corporation established under the CATSI Act for the purpose of making a payment under s 35(4B) of the Land Rights Act in relation to this Lease.
- (h) The Land Council will provide the Parties with the name and ICN of the Land Council's nominee within 14 Business Days of making the nomination.
- (i) Prior to the Land Council nominating the Land Council's nominee it will consult with the Consultative Forum.
- (j) If requested, the Land Council must:
  - (i) provide the EDTL with details of the arrangements the Land Council has in place with the Land Council's nominee pursuant to clause 5.3(f); and
  - (ii) provide the EDTL with details of the economic and community development purposes to which the payments referred to in this clause have been put.

*Note: There are reporting requirements in clause 34 in relation to Income and Operating Expenses."*





The Common Seal of Tiwi Aboriginal Land Trust was hereunto affixed by a duly authorised member of the staff of the Tiwi Land Council pursuant to section 4(5) of the Aboriginal Land Rights (Northern Territory) Act 1976 upon written authority of the Tiwi Aboriginal Land Trust dated the 29<sup>th</sup> day of

March 2007 and signed by:

*Kim Puruntatameri*

Signature of member

*John Wilson*

Signature of Chairman  
Member

Kim Puruntatameri

Name (please print)

✓ John Wilson

Name (please print)

*Walter Kerinaiua*

Signature of member

Walter Jnr. Kerinaiua

Name (please print)

being respectively the Chairman and two(2) other members of the Tiwi Aboriginal Land Trust

Executed by the Executive Director of Township Leasing for and on behalf of the Commonwealth of Australia as an 'approved entity' within the meaning of the Aboriginal Land Rights (Northern Territory) Act 1976 (Cth) in the presence of:

*Michael Collins*

Signature of witness

Michael Collins  
Commissioner for Oaths  
Level 5, Jacana House  
39-41 Woods St, Darwin NT 0800

08 8928 6167  
Name of witness (please print)

C00821

*Greg Roche*

Signature of Executive Director of Township Leasing

Greg Roche  
Executive Director Township Leasing  
Level 5, Jacana House  
39-41 Woods St, Darwin NT 0800  
08 8928 6114



The Common Seal of Tiwi Land Council was )  
hereunto affixed upon the Tiwi Land Council )  
being satisfied of the requirements contained in )  
sub-section 19A(2) of the *Aboriginal Land )  
Rights (Northern Territory) Act 1976*. The **Tiwi )  
Land Council** directs the Tiwi Aboriginal Land )  
Trust to enter this Deed. **Given** under the )  
Common Seal of the **Tiwi Land Council** by )  
authority of a resolution of the Tiwi Land Council )  
in the presence of: )



*Derek*  
.....  
Signature of witness

*Gibson F Ilortaminni*  
.....  
Signature of Chairman

*Derek John Moyer*  
.....  
Name of witness (please print)

*Gibson Farmer Ilortaminni*  
.....  
Name (please print)

*Wesley K*  
.....  
Signature of Executive Member

*Wesley Kerinaua*  
.....  
Name (please print)





**Annexure A – Consolidated Lease (clause 3)**

