



COPY

DOWNINGS
LEGAL

COMMONWEALTH OF AUSTRALIA,
AND
DEFENCE HOUSING AUTHORITY

DEED OF COVENANT

DOWNINGS LEGAL
SOLICITORS
LEVEL 11
2 MILL STREET
PERTH WA 6000

TEL: 9321 1211
REF: VKJ/JC/941116

SECTION 119
EXEMPT from W.A. Stamp Duty

A DEED OF COVENANT made this Fourth day of June 2001
for Commissioner of State Revenue 1999.

BETWEEN:

COMMONWEALTH OF AUSTRALIA acting through the Department of Defence of care of
Defence Estate Office - Perth, Leeuwin Barracks, East Fremantle, Western Australia
("Defence")

AND:

DEFENCE HOUSING AUTHORITY of 26 Brisbane Avenue, Barton, Australian Capital
Territory ("DHA")

ABN 66 012 878 629
WESTERN AUSTRALIA STAMP DUTY
11/12/01 14:18 001847034-001
DGP \$ *****.00
A/S \$ *****.00
EXEMPT 100 %

RECITALS:

- A Defence is the registered proprietor of land known as Seaward Village, Swanbourne.
- B By an instrument dated 9 October 1992 the then Minister for Defence, Science and Personnel determined that part of Defence's land at Seaward Village be transferred to DHA subject to certain conditions.
- C The parties have entered into this Agreement to evidence their respective rights and obligations relating to the transfer of the agreed land to DHA, and the development and disposition of the Seaward Village land generally.

DEFINITIONS:

OPERATIVE PART

1 Acknowledgment by DHA

DHA undertakes that while Defence maintains the Special Air Service Regiment ("SASR") or some similar special forces unit and continues to use the Special Training Facilities at Swanbourne DHA will not:

- 1.1 lease any house in the estate into the private sector without the consent of the Minister for Defence, ~~whose consent will not be unreasonably withheld~~; or
- 1.2 deal with or encumber or sell any of the houses or undeveloped parts of the land into the private sector.

2 Acknowledgment by Defence

Defence undertakes that while DHA is restricted from selling or leasing houses or other parts of the estate into the private sector pursuant to Clause 1, Defence will pay to DHA the rent set by DHA for any house in the estate for which DHA does not have an eligible tenant.

3 Mutual Agreements

Defence agrees that if the improvements constructed on Sublot 499 are destroyed or cease to be used as a child care or Defence community facility it will transfer that Sublot 499 back to DHA free of improvements, without consideration and with no encumbrances, with each party bearing their own costs of that transfer.

Executed as a Deed.

Signed for and on behalf of the
COMMONWEALTH OF AUSTRALIA
by R. W. GREY, Head Defence
Estate being an authorised officer in
the presence of:



Witness *J. Edwards*

Name TANYA HOWE (315101)

Address Department of Defence
Russell Offices (RA-3-119)
CANBERRA ACT 2600

Occupation Senior Executive Assistant

Signed by DEFENCE HOUSING
AUTHORITY by its Attorney JOHN
KENNETH MURRAY who declares that he
has no notice of revocation of the Power of
Attorney registered at the Office of Titles
No. H62869 under which he has
executed this Deed in the presence of



Witness: *D. Edwards*

Name: DAVID LLOYD EDWARDS

Address: 10 ARARUNA COURT, RAPID CREEK NT 0810

Occupation: REAL ESTATE CONSULTANT

DAVID L EDWARDS
COMMISSIONER FOR OATHS (N.T.)
PH (08) 8935 8020