



FACSIMILE: 62072625

PLANNING AND LAND MANAGEMENT
CUSTOMER SERVICE CENTRE
DAME PATTIE MENZIES HOUSE
16 CHALLIS STREET
DICKSON ACT 2602

PHONE: 6207 1927

LEASE CONVEYANCING ENQUIRY

Your response is sought to the following questions in relation to:

LAND: Please provide details of the land you are enquiring about.

Table with 7 columns: Unit, Block, 14, Section, 102, Suburb, KAMBAH

Leased by the Australian Capital Territory on behalf of the Commonwealth under the Land (Planning and Environment) Act 1991 ("Act")

- 1. Have any notices been issued relating to the Crown Lease?
2. Is the Lessor aware of any notice of a breach of the Crown Lease?
3. Has a Certificate of Compliance been issued? (N/A ex-Government House)
4. Has an application for Subdivision been received under the Unit Titles Act?
5. Has the Property been nominated for inclusion in the Interim Heritage Places Register or is it on either the Interim Heritage Places Register or the Heritage Places Register?
6. If the property is on the Heritage Places Register, does the Executive intend to acquire the Property?
7. If an application for development has been determined, is the land subject to a Preliminary Assessment, an Assessment or an Enquiry under Part IV of the Act concerning the Land?
8. Has a development application been received, or approval granted for development under the Act, in respect of ther Land?
9. Has an application been received or approved for Dual Occupancy?(applications lodged prior to 2 April 1992 will not be included)
10. Has an Order been made or considered to be made in respect of the Land pursuant to

Applicant's Name : Hill & Rummery
E-mail Address :
Fax Number : 62475706
Client Reference :

Handwritten signature

for Manager
Customer Service Centre
Planning and Land Management Group
Department of Urban Services
Date: 12-APR-02 09:28:51

12-APR-2002 09:28

**PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT**

Page 1 of 1

INFORMATION ABOUT THE PROPERTY

KAMBAH Section 102/Block 14**Area(m2):** 928.3**Unimproved Value:** \$66,000**Year:** 2001**Subdivision Status:** Application not received under the Unit Titles Act.**Heritage Status:** Nil.**Assessment Status:** The Land is not subject to a Preliminary Assessment, an Assessment or an Enquiry under Part IV of the Act concerning the Land.**DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)**

No Applications Found.

DEVELOPMENT APPLICATIONS ON THE ADJACENT PROPERTIES (LAST 2 YEARS ONLY)

No applications found.

Note: To check the current land use policy in the suburb that you are buying a property in, please check the Territory Plan online at <http://www.palm.act.gov.au/tplan/2tplanfr.htm>**At present the Environment Protection Unit has no information on contamination of the land. However, this does not absolutely rule out the possibility of contamination and should not be interpreted as a warranty that there is no contamination. If you or your client/s wish to be completely sure you, or they, should arrange to conduct independent tests.**

----- END OF REPORT -----

LEASE CONVEYANCING ENQUIRY

PLANNING AND LAND MANAGEMENT Shopfront
 Dame Pattie Menzies House
 16 Challis Street
 DICKSON ACT 2602

FAX: 207 2625
 PHONE: 207 1927

Your response is sought to the following questions in relation to:

LAND: Unit (if applicable) _____ Block 14 Section 102 Suburb Kambah

LESSEE: _____

Leased by the Australian Capital Territory on behalf of the Commonwealth under the Land (Planning and Environment) Act 1991 ("Act")

(Delete whichever is inapplicable)

1. Have any notices been issued relating to the Crown Lease? (NO) (YES)
2. Is the Lessor aware of any notice of, a breach of the Crown Lease? (NO) (YES)
3. Has a Certificate of Compliance been issued? (N/A ex govt house) (NO) (YES)
 Number: _____ Date: _____
4. Has an application for Subdivision been received under the Unit Titles Act? (see report)
5. Has the Property been nominated for inclusion in the Interim Heritage Places Register or is it on either the Interim Heritage Places Register or the Heritage Places Register? (see report)
6. If the Property is on the Heritage Places Register, does the Executive intend to acquire the Property? (see report)
7. If an application for a development has not been determined, is the land subject to a Preliminary Assessment, an Assessment or an Enquiry under Part IV of the Act concerning the Land? (see report)
8. Has an application been received for a development or approval granted for the conduct of a development under the Act, or under the Buildings (Design and Siting) Act 1964 in respect of the Land? (see report)
9. Has an application been received or approved for Dual Occupancy? (see report)
 (applications lodged prior to 2 April 1992 will not be included)
10. Has an Order been made or considered to be made in respect of the Land pursuant to Section 256 of the Act? (see report)

Please tick box

Standard turnaround
 (normally 2-4 working days)

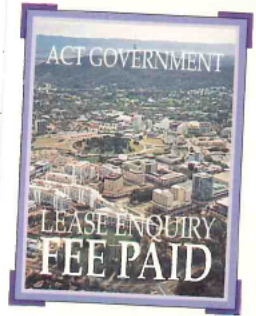
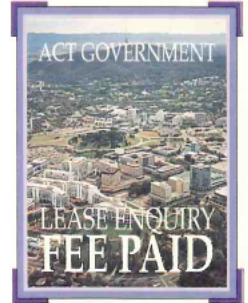
Priority - 24 hour turnaround
 (50% surcharge applies)

Applicant's name: HILL & RUMMERY
 (Barristers & Solicitors)
 Address: 2nd Fl., State Bank Building
159-173 London Circuit
Canberra City 2601
P.O. Box 176, Civic Square 2606
DX 5655 Ph. 6248 9188

Client Reference: _____
 Telephone: 6248 9188
 Fax: 6247 5706
 Date: 8-4-02

[Signature]

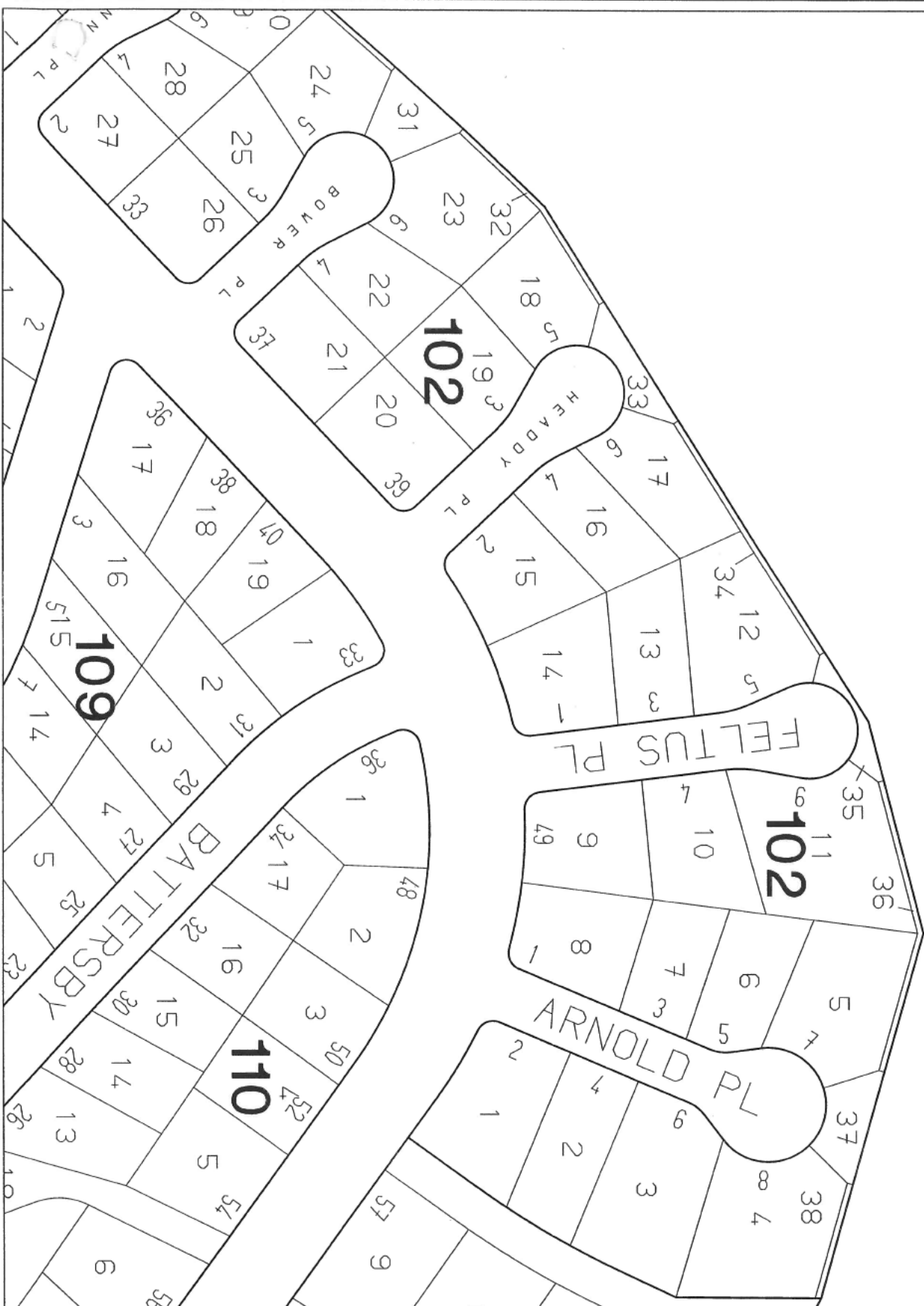
For Manager
 Marking and



ACTMAP

KAMBAH
Block 14 Section 102

11 April 2002



SCALE 1:1500
0 15 30 45 60
METRES



ACT LAND INFORMATION CENTRE
16 CHALLIS STREET
DICKSON ACT 2602



LEASE CONVEYANCING ENQUIRY

Your response is sought to the following questions in relation to:

LAND: Please provide details of the land you are enquiring about.

Unit	0	Block	14	Section	102	Suburb	KAMBAH
-------------	----------	--------------	-----------	----------------	------------	---------------	---------------

Leased by the Australian Capital Territory on behalf of the Commonwealth under the Land (Planning and Environment) Act 1991 and Planning & Development Act 2007

- | | No | Yes |
|--|-------|--------------|
| 1. Have any notices been issued relating to the Crown Lease? | (X) | () |
| 2. Is the Lessor aware of any notice of a breach of the Crown Lease? | (X) | () |
| 3. Has a Certificate of Compliance been issued? (N/A ex-Government House) <input type="checkbox"/> | (X) | () |
| Certificate Number: | | Dated: |
| 4. Has an application for Subdivision been received under the Unit Titles Act? | | (see report) |
| 5. Has the Property been nominated for provisional registration, provisionally registered or registered in accordance with provisions of the Heritage Act 2004? | | (see report) |
| 6. If an application has been determined, is the land subject to a Preliminary Assessment, an Assessment or an Enquiry under Party IV of the Land Act 1991, or an Environmental Impact Statement under Chapter 8 of the Planning & Development Act 2007? | | (see report) |
| 7. Has a development application been received, or approval granted for development under the Land Act 1991, or the Planning & Development Act 2007 in respect of the Land? | | (see report) |
| 8. Has an application been received or approved for Dual Occupancy? (applications lodged prior to 2 April 1992 will not be included) | | (see report) |
| 9. Has an Order been made in respect of the Land pursuant to Section 254, 254A, 255 and 256 of the Land Act 1991 or Part 11.3 of the Planning & Development Act 2007? | | (see report) |
| 10 Contaminated Land Search - Is there information recorded by Environment ACT regarding the contamination status of the land? | | (see report) |

Customer Service Centre

Date: 21-JUN-18 18:09:14

Applicant's Name :

E-mail Address :

Client Reference :



106095

**Did you know? Lease Conveyancing enquiries can be lodged electronically at www.canberraconnect.act.gov.au
For further information, please contact the Lease Conveyancing Officer on 62071923**



Dame Pattie Menzies Building
 16 Challis Street
 Dickson, ACT 2602

21-JUN-2018 18:09

**PLANNING AND LEASE MANAGER (PaLM)
 LEASE CONVEYANCING ENQUIRY REPORT**

Page 1 of 2

INFORMATION ABOUT THE PROPERTY

KAMBAH Section 102/Block 14

Area(m2): 928.3

Unimproved Value: \$377,000

Year: 2017

Subdivision Status: Application not received under the Unit Titles Act.

Heritage Status: Nil.

Assessment Status: The Land is not subject to a Preliminary Assessment, an Assessment or an Enquiry under Part IV of the Act concerning the Land.

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

Application DA201733165 **Lodged** 14-JAN-18 **Type** See Subclass

-- Application Details -----

Description

PROPOSAL FOR DUAL OCCUPANCY - Construction of 2 new two single storey dwellings, garages, landscaping and associated works.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Tuggeranong	Kambah	102	14-14	

-- Involved Parties -----

Role	Name
Lessee	Act Government Asbestos Taskfo
Applicant	Canberra Planning Pty Ltd

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional



Dame Pattie Menzies Building
16 Challis Street
Dickson, ACT 2602

21-JUN-2018 18:09

**PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT**

Page 2 of 2

DEVELOPMENT APPLICATIONS ON THE ADJACENT PROPERTIES (LAST 2 YEARS ONLY)

The information on development applications on adjacent blocks is to assist purchasers to be aware of possible nearby development activity. Please note however, it doesn't cover all development activity. Since the introduction of the Planning and Development Act 2007, a significant range of development activity can be undertaken without development approval. Exempt activities include but are not limited to, new residences, additions to residences, certain sheds, carports and pergolas etc. Information on exempt developments can be found at http://www.planning.act.gov.au/topics/design_build/da_assessment/exempt_work

Sect	Blk	DA No.	Description	Overlay Policy	Status
102	15	201733122	PROPOSAL FOR DUAL OCCUPANCY - Demolition of the existing garage and construction of 2 new single storey dwellings, garages, landscaping and associated works.	Approval Conditional	27-FEB-18

LAND USE POLICIES

To check the current land use policy in the suburb that you are buying a property in, please check the Territory Plan online at <http://www.legislation.act.gov.au/ni/2008-27/current/default.asp>

CONTAMINATED LAND SEARCH

Information is not recorded by the Environment Protection Authority regarding the contamination status of the land. However, this does not absolutely rule out the possibility of contamination and should not be interpreted as a warranty that there is no contamination. To be completely sure, independent tests should be arranged.

ASBESTOS SEARCH

ACT Government records indicate that a form of asbestos is or has been present on this land. For further information please refer to the Building Conveyancing Report, or contact a licensed Asbestos Assessor for an independent report in relation to the presence of loose-fill asbestos insulation (and other forms of asbestos e.g. bonded asbestos).

CAT CONTAINMENT AREAS

Residents within cat containment areas are required to keep their cats confined to their premises at all times. The ACT Government pursuant to Section 81 of the Domestic Animals Act 2000, has declared the following areas to be cat containment areas: BONNER, COOMBS, CRACE, DENMAN PROSPECT, FORDE, JACKA (from 1 January 2017) LAWSON, MOLONGLO, MONCRIEFF, THE FAIR in north WATSON, THROSBY and WRIGHT. More information on cat containment is available at www.tams.act.gov.au or by phoning Access Canberra on 13 22 81.

TREE PROTECTION ACT 2005

The Tree Protection Act 2005 protects individual trees of importance and urban forest areas that require particular protection. A Tree Register has been established and can be found on the Territory and Municipal Services website http://www.tams.act.gov.au/parks-recreation/trees_and_forests/act_tree_register or for further information please call Access Canberra on 132281


From: buybackscheme <buybackscheme@mvlawyers.com.au>
Sent: Thursday, 7 September 2017 12:48 PM
To: Diraviam, Thilagam
Cc: Saad, Monica
Subject: Crown Lease request MV-[1404375]

Follow Up Flag: Follow up
Flag Status: Flagged

Confidential Communication


Hi Thilagam,

Please find attached draft Crown Leases, together with copies of the contract, for the following 4 blocks:


2. Block 14 Section 102 Kambah;


We look forward to receiving the finalised Crown Leases.

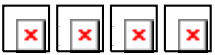
Many thanks.

Kind regards


Buy Back Scheme



T (02) 6279 4444 | F (02) 6279 4455
Level 2, 121 Marcus Clarke Street, Canberra City ACT 2601
buybackscheme@mvlawyers.com.au



2018, 2017, 2016 Best Lawyers Australia – Archie Tsirimokos – Real Property Law
2018, 2017, 2016 Best Lawyers Australia – Greg Brackenreg – Alternative Dispute Resolution
2018 Best Lawyers Australia – Geoff Adams – Commercial Law
2017, 2016 Finalist - Lawyers Weekly Government Partner of the Year – Geoff Adams
2017, 2016 Doyles Guide Commercial Litigation and Disputes Lawyer - Greg Brackenreg
2017 Master Builders Association ACT - Professional of the Year – Alisa Taylor
2017 Doyles Guide Commercial Litigation and Disputes Lawyer - Bernice Ellis
2016 Doyles Guide Property & Real Estate Law Firm Canberra
2016 Doyles Guide Property & Real Estate Lawyer – Archie Tsirimokos & Christine Murray

From: Diraviam, Thilagam
Sent: Tuesday, 12 September 2017 11:27 AM
To: 'buybackscheme'
Cc: Saad, Monica
Subject: Approved FINAL Crown Leases - [REDACTED], B14 S102 Kambah, [REDACTED]
[REDACTED] - Version 2 [SEC=UNCLASSIFIED]

Hi [REDACTED]

Please find enclosed herewith the approved FINAL Crown Leases of the above mentioned blocks

Please note that we have amended the crown leases.

[REDACTED]
2. Block 14 Section 102 Kambah – Space formatting
[REDACTED]

Regards

Thilagam

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To: Diraviam, Thilagam
Cc: Saad, Monica
Subject: Crown Lease request MV-[1404375]

Confidential Communication

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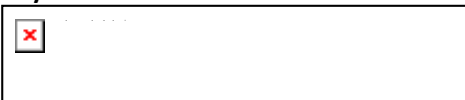
[REDACTED]
6. Block 14 Section 102 Kambah;
[REDACTED]

We look forward to receiving the finalised Crown Leases.

Many thanks.

Kind regards
[REDACTED]

Buy Back Scheme



T (02) 6279 4444 | F (02) 6279 4455
Level 2, 121 Marcus Clarke Street, Canberra City ACT 2601
buybackscheme@mvlawyers.com.au

This is a market value lease - s238(2) (a) (ii) Planning and Development Act 2007

Entered in Register Book Vol.....Folio.....

AUSTRALIAN CAPITAL TERRITORY
Planning and Development Act 2007

Australian Capital Territory (Planning and Land Management) Act 1988 (C'th) ss 29, 30 & 31

LEASE GRANTED pursuant to the Planning and Development Act 2007 and the Regulations made under that Act on the _____ day of _____ Two thousand and seventeen WHEREBY THE PLANNING AND LAND AUTHORITY (“the Authority”) ON BEHALF OF THE COMMONWEALTH OF AUSTRALIA (“the Commonwealth”) in exercising its functions grants to _____ of _____ in the Australian Capital Territory (“the Lessee”) ALL THAT piece or parcel of land situate in the Australian Capital Territory containing an area of **928 square metres** or thereabouts and being **Block 14 Section 102 Division of Kambah** as delineated on **Deposited Plan Number 3448** in the Registrar-General’s Office at Canberra in the said Territory (“the land”) RESERVING unto the Territory all minerals and the right to the use, flow and control of ground water under the surface of the land TO HOLD unto the Lessee for the term of ninety nine years commencing on the _____ day of **Two thousand and seventeen** (“the date of the commencement of the lease”) to be used by the Lessee for the purpose set out in Clause 2(f) of this lease only YIELDING AND PAYING THEREFOR during the said term rent at the rate of five cents per annum if and when demanded and UPON AND SUBJECT TO the covenants conditions and agreements contained in this lease.

1. IN THIS LEASE unless the contrary intention appears:

- (a) “Authority” means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (b) “building” means any building or structure constructed or partially constructed or to be constructed, as the context permits or requires, on or under the land;
- (c) “class” for a building or structure, means the class of building or structure under the building code as defined in the Building Act 2004;
- (d) “dual occupancy housing” means the use of land that was originally used or leased for the purposes of single dwelling housing for two dwellings;
- (e) “dwelling”:
 - (i) means a class 1 building, or a self-contained part of a class 2 building, that:
 - (A) includes the following that are accessible from within the building, or the self-contained part of the building:
 - (1) not more than 2 kitchens;
 - (2) at least 1 bath or shower;
 - (3) at least 1 toilet pan; and
 - (B) does not have access from another building that is either a class 1 building or the self-contained part of a class 2 building; and
 - (ii) includes any ancillary parts of the building and any class 10a buildings associated with the building;

- (f) “Lessee” shall:
 - (i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
 - (ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the said persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy be deemed to include the said persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of them; and
 - (iii) where the Lessee is a corporation be deemed to include such corporation and its successors and assigns;
- (g) “multi-unit housing” means the use of land for more than one dwelling and includes but is not limited to dual occupancy housing;
- (h) “premises” means the land and any building or other improvements on the land;
- (i) “single dwelling housing” means the use of land for residential purposes for a single dwelling only;
- (j) “Territory” means:
 - (i) when used in a geographical sense the Australian Capital Territory; and
 - (ii) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C’th);
- (k) words in the singular include the plural and vice versa;
- (l) words importing one gender include the other genders;
- (m) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

2. THE LESSEE COVENANTS WITH THE COMMONWEALTH as follows:

- (a) That the Lessee shall pay to the Authority at Canberra the rent hereinbefore reserved within one month of the date of any demand made by the Authority relating thereto and served on the Lessee;
- (b) That the Lessee shall within twenty four (24) months from the date of the commencement of the lease or within such further time as may be approved in writing by the Authority complete the erection of a dwelling (with necessary and usual outbuildings and fences) on the land at a cost not less than the sum of one hundred and eighty thousand dollars (\$180,000) and in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority and in accordance with every Statute Ordinance or Regulation applicable to such development;
- (c) That the Lessee shall within twenty four (24) months from the date of the commencement of the lease or within such further time as may be approved in writing by the Authority provide facilities on the land to a standard acceptable to the Authority to enable electrical and telephone cables and wires to be installed underground;

- (d) That the Lessee shall at all times during the said term maintain repair and keep in repair the premises to the satisfaction of the Authority;
- (e) That the Lessee shall not without the previous approval in writing of the Authority, except where exempt by law, erect any building, or make any structural alterations to any building, on the land;
- (f) To use the land for the purpose of:
 - (i) single dwelling housing; or
 - (ii) where permitted by the Territory Plan multi-unit housing of not more than two (2) dwellings;
- (g) That:
 - (i) the Authority, on behalf of the Commonwealth, grants over that part of the land identified as a services easement on the Deposited Plan an easement (“Easement”) in favour of the relevant provider (referred to as the “service provider”):
 - (ii) the service provider may:
 - (A) provide, maintain and replace services supplied by that service provider through the land within the site of the Easement; and
 - (B) do anything reasonably necessary for that purpose, including without limitation:
 - (1) entering or passing through the land;
 - (2) taking anything on to the land; and
 - (3) carrying out work, including without limitation, constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment;
 - (iii) in exercising the powers in Clause 2(g)(ii), the service provider must take all reasonable steps to:
 - (A) ensure that the work carried out on the land causes as little disruption, inconvenience and damage as is practicable; and
 - (B) ensure that the land is restored as soon as practicable to a condition that is similar to its condition before the work was carried out;
 - (iv) Clause 2(g)(iii)(B), does not require the service provider to restore:
 - (A) the land to a condition that would result in:
 - (1) an interference with:
 - (i) any service on or through the land; or
 - (ii) access to any service on or through the land; or

- (2) a contravention of a law of the Territory; or
- (B) any building or structure placed or constructed on any part of the land comprising the Easement;
- (v) the Lessee must not place or construct, nor permit to be placed or constructed, a building or structure or any part of a building or structure on any part of the land comprising the Easement UNLESS written advice from the service provider is obtained;
- (vi) for the purposes of the Easement, “services”, includes, without limitation, the supply of water, gas, electricity and discharge or drainage of water, stormwater and sewerage; and
- (vii) nothing in this clause diminishes or affects any rights or powers of a service provider conferred under any statute, regulation or law;
- (h) That the Lessee shall not, without the previous consent in writing of the Territory, remove any tree:
 - (i) that has been identified in a development approval for retention during the period allowed for construction of the building; or
 - (ii) to which the Tree Protection Act 2005, applies;
- (i) If and whenever the Lessee is in breach of the Lessee's obligations to maintain repair and keep in repair the premises the Authority may by notice in writing to the Lessee specifying the repairs and maintenance needed require the Lessee to effect the necessary work in accordance with the notice. If the Authority is of the opinion that a building or some other improvement on the land is beyond reasonable repair the Authority may by notice in writing to the Lessee require the Lessee to remove the building or improvement and may require the Lessee to construct a new building or improvement in place of that removed within the time specified in the notice. If the Lessee does not carry out the required work within the time specified by the Authority any person or persons duly authorised by the Authority with such equipment as is necessary may enter the premises and carry out the necessary work and all costs and expenses incurred by the Authority in carrying out the work shall be paid by the Lessee to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Lessee;
- (j) Subject to the provisions of the Planning and Development Act 2007 to permit any person or persons authorised by the Authority to enter and inspect the premises at all reasonable times and in any reasonable manner;
- (k) To pay all rates and charges and other statutory outgoings assessed levied or payable in respect of the premises as and when they are due for payment.

3. IT IS MUTUALLY COVENANTED AND AGREED as follows:

- (a) That if:
 - (i) a dwelling in accordance with Clause 2(b) of this lease is not completed within the period specified in the said Clause; or
 - (ii) services in accordance with Clause 2(c) of this lease are not completed within the period specified in the said Clause; or

- (iii) after completion of a dwelling as aforesaid the said land is at any time not used for a period of one year for the purpose for which this lease is granted; or
- (iv) the Lessee shall fail to observe or perform any other of the covenants contained in this lease on the part of the Lessee to be observed or performed and shall have failed to remedy such breach within a period of six months from the date of service on the Lessee of a notice in writing from the Authority specifying the nature of such breach

the Authority on behalf of the Commonwealth may terminate this lease but without prejudice to any claim which the Authority or the Commonwealth may have against the Lessee in respect of any breach of the covenants on the part of the Lessee to be observed or performed;

- (b) That acceptance of rent or other moneys by the Authority during or after any period referred to in Clauses 3(a) (i), (ii), (iii) or (iv) of this lease shall not prevent or impede the exercise by the Authority of the powers conferred upon it by the said Clauses;
- (c) Subject to the Lessee paying all money required to be paid under the provisions of the Planning and Development Act 2007 the Lessee shall be entitled to a further lease of the land for such further term and at such rent and subject to such conditions as may then be provided or permitted by Statute Ordinance or Regulation;
- (d) That any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Authority and delivered to or sent in a prepaid letter addressed to the Lessee at the land or at the usual or last-known address of the Lessee or affixed in a conspicuous position on the premises;
- (e) Any and every right, power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory or as the case may be by:
 - (i) the Authority;
 - (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
 - (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Development Act 2007.

IN WITNESS whereof the Authority on behalf of the Commonwealth and the Lessee have executed this lease.

Signed by)
a delegate authorised to execute this lease)
on behalf of the Commonwealth in the)
presence of)

.....
Delegate

.....
Witness

Signed by [redacted])
[redacted] by:)

.....
Signature

.....
Signature

.....
Name in full

.....
Name in full

.....
Sole Director/Director/Secretary

.....
Director/Secretary

**This is a market value lease -
s238(2) (a) (ii) Planning and
Development Act 2007**

Entered in Register Book Vol.....Folio.....

AUSTRALIAN CAPITAL TERRITORY
**Planning and Development
Act 2007**

Australian Capital Territory (Planning and Land
Management) Act 1988 (C'th) ss 29, 30 & 31

LEASE GRANTED pursuant to the Planning and Development Act 2007 and the Regulations made under that Act on the day of Two thousand and seventeen WHEREBY THE PLANNING AND LAND AUTHORITY (“the Authority”) ON BEHALF OF THE COMMONWEALTH OF AUSTRALIA (“the Commonwealth”) in exercising its functions grants to of in the Australian Capital Territory (“the Lessee”) ALL THAT piece or parcel of land situate in the Australian Capital Territory containing an area of **928 square metres** or thereabouts and being **Block 14 Section 102 Division of Kambah** as delineated on **Deposited Plan Number 3448** in the Registrar-General’s Office at Canberra in the said Territory (“the land”) RESERVING unto the Territory all minerals and the right to the use, flow and control of ground water under the surface of the land TO HOLD unto the Lessee for the term of ninety nine years commencing on the day of **Two thousand and seventeen** (“the date of the commencement of the lease”) to be used by the Lessee for the purpose set out in Clause 2(f) of this lease only YIELDING AND PAYING THEREFOR during the said term rent at the rate of five cents per annum if and when demanded and UPON AND SUBJECT TO the covenants conditions and agreements contained in this lease.

1. IN THIS LEASE unless the contrary intention appears:

- (a) “Authority” means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (b) “building” means any building or structure constructed or partially constructed or to be constructed, as the context permits or requires, on or under the land;
- (c) “class” for a building or structure, means the class of building or structure under the building code as defined in the Building Act 2004;
- (d) “dual occupancy housing” means the use of land that was originally used or leased for the purposes of single dwelling housing for two dwellings;
- (e) “dwelling”:
 - (i) means a class 1 building, or a self-contained part of a class 2 building, that:
 - (A) includes the following that are accessible from within the building, or the self-contained part of the building:
 - (1) not more than 2 kitchens;
 - (2) at least 1 bath or shower;
 - (3) at least 1 toilet pan; and
 - (B) does not have access from another building that is either a class 1 building or the self-contained part of a class 2 building; and
 - (ii) includes any ancillary parts of the building and any class 10a buildings associated with the building;

- (f) “Lessee” shall:
 - (i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
 - (ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the said persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy be deemed to include the said persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of them; and
 - (iii) where the Lessee is a corporation be deemed to include such corporation and its successors and assigns;
- (g) “multi-unit housing” means the use of land for more than one dwelling and includes but is not limited to dual occupancy housing;
- (h) “premises” means the land and any building or other improvements on the land;
- (i) “single dwelling housing” means the use of land for residential purposes for a single dwelling only;
- (j) “Territory” means:
 - (i) when used in a geographical sense the Australian Capital Territory; and
 - (ii) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C’th);
- (k) words in the singular include the plural and vice versa;
- (l) words importing one gender include the other genders;
- (m) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

2. THE LESSEE COVENANTS WITH THE COMMONWEALTH as follows:

- (a) That the Lessee shall pay to the Authority at Canberra the rent hereinbefore reserved within one month of the date of any demand made by the Authority relating thereto and served on the Lessee;
- (b) That the Lessee shall within twenty four (24) months from the date of the commencement of the lease or within such further time as may be approved in writing by the Authority complete the erection of a dwelling (with necessary and usual outbuildings and fences) on the land at a cost not less than the sum of one hundred and eighty thousand dollars (\$180,000) and in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority and in accordance with every Statute Ordinance or Regulation applicable to such development;
- (c) That the Lessee shall within twenty four (24) months from the date of the commencement of the lease or within such further time as may be approved in writing by the Authority provide facilities on the land to a standard acceptable to the Authority to enable electrical and telephone cables and wires to be installed underground;

- (d) That the Lessee shall at all times during the said term maintain repair and keep in repair the premises to the satisfaction of the Authority;
- (e) That the Lessee shall not without the previous approval in writing of the Authority, except where exempt by law, erect any building, or make any structural alterations to any building, on the land;
- (f) To use the land for the purpose of:
 - (i) single dwelling housing; or
 - (ii) where permitted by the Territory Plan multi-unit housing of not more than two (2) dwellings;
- (g) That:
 - (i) the Authority, on behalf of the Commonwealth, grants over that part of the land identified as a services easement on the Deposited Plan an easement (“Easement”) in favour of the relevant provider (referred to as the “service provider”):
 - (ii) the service provider may:
 - (A) provide, maintain and replace services supplied by that service provider through the land within the site of the Easement; and
 - (B) do anything reasonably necessary for that purpose, including without limitation:
 - (1) entering or passing through the land;
 - (2) taking anything on to the land; and
 - (3) carrying out work, including without limitation, constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment;
 - (iii) in exercising the powers in Clause 2(g)(ii), the service provider must take all reasonable steps to:
 - (A) ensure that the work carried out on the land causes as little disruption, inconvenience and damage as is practicable; and
 - (B) ensure that the land is restored as soon as practicable to a condition that is similar to its condition before the work was carried out;
 - (iv) Clause 2(g)(iii)(B), does not require the service provider to restore:
 - (A) the land to a condition that would result in:
 - (1) an interference with:
 - (i) any service on or through the land; or
 - (ii) access to any service on or through the land; or

- (2) a contravention of a law of the Territory; or
- (B) any building or structure placed or constructed on any part of the land comprising the Easement;
- (v) the Lessee must not place or construct, nor permit to be placed or constructed, a building or structure or any part of a building or structure on any part of the land comprising the Easement UNLESS written advice from the service provider is obtained;
- (vi) for the purposes of the Easement, “services”, includes, without limitation, the supply of water, gas, electricity and discharge or drainage of water, stormwater and sewerage; and
- (vii) nothing in this clause diminishes or affects any rights or powers of a service provider conferred under any statute, regulation or law;
- (h) That the Lessee shall not, without the previous consent in writing of the Territory, remove any tree:
 - (i) that has been identified in a development approval for retention during the period allowed for construction of the building; or
 - (ii) to which the Tree Protection Act 2005, applies;
- (i) If and whenever the Lessee is in breach of the Lessee's obligations to maintain repair and keep in repair the premises the Authority may by notice in writing to the Lessee specifying the repairs and maintenance needed require the Lessee to effect the necessary work in accordance with the notice. If the Authority is of the opinion that a building or some other improvement on the land is beyond reasonable repair the Authority may by notice in writing to the Lessee require the Lessee to remove the building or improvement and may require the Lessee to construct a new building or improvement in place of that removed within the time specified in the notice. If the Lessee does not carry out the required work within the time specified by the Authority any person or persons duly authorised by the Authority with such equipment as is necessary may enter the premises and carry out the necessary work and all costs and expenses incurred by the Authority in carrying out the work shall be paid by the Lessee to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Lessee;
- (j) Subject to the provisions of the Planning and Development Act 2007 to permit any person or persons authorised by the Authority to enter and inspect the premises at all reasonable times and in any reasonable manner;
- (k) To pay all rates and charges and other statutory outgoings assessed levied or payable in respect of the premises as and when they are due for payment.

3. IT IS MUTUALLY COVENANTED AND AGREED as follows:

- (a) That if:
 - (i) a dwelling in accordance with Clause 2(b) of this lease is not completed within the period specified in the said Clause; or
 - (ii) services in accordance with Clause 2(c) of this lease are not completed within the period specified in the said Clause; or

- (iii) after completion of a dwelling as aforesaid the said land is at any time not used for a period of one year for the purpose for which this lease is granted; or
- (iv) the Lessee shall fail to observe or perform any other of the covenants contained in this lease on the part of the Lessee to be observed or performed and shall have failed to remedy such breach within a period of six months from the date of service on the Lessee of a notice in writing from the Authority specifying the nature of such breach

the Authority on behalf of the Commonwealth may terminate this lease but without prejudice to any claim which the Authority or the Commonwealth may have against the Lessee in respect of any breach of the covenants on the part of the Lessee to be observed or performed;

- (b) That acceptance of rent or other moneys by the Authority during or after any period referred to in Clauses 3(a) (i), (ii), (iii) or (iv) of this lease shall not prevent or impede the exercise by the Authority of the powers conferred upon it by the said Clauses;
- (c) Subject to the Lessee paying all money required to be paid under the provisions of the Planning and Development Act 2007 the Lessee shall be entitled to a further lease of the land for such further term and at such rent and subject to such conditions as may then be provided or permitted by Statute Ordinance or Regulation;
- (d) That any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Authority and delivered to or sent in a prepaid letter addressed to the Lessee at the land or at the usual or last-known address of the Lessee or affixed in a conspicuous position on the premises;
- (e) Any and every right, power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory or as the case may be by:
 - (i) the Authority;
 - (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
 - (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Development Act 2007.

IN WITNESS whereof the Authority on behalf of the Commonwealth and the Lessee have executed this lease.

Signed by)
a delegate authorised to execute this lease)
on behalf of the Commonwealth in the)
presence of)

.....
Delegate

.....
Witness

Signed by [redacted])
[redacted] by:)

.....
Signature

.....
Signature

.....
Name in full

.....
Name in full

.....
Sole Director/Director/Secretary

.....
Director/Secretary