

**THE LEGISLATIVE ASSEMBLY FOR THE
AUSTRALIAN CAPITAL TERRITORY**

**Statement of Leases granted for direct sales
1 July 2021 to 30 September 2021**

Mr Mick Gentleman MLA
Minister for Planning and Land Management

November 2021

**SCHEDULE OF LEASES Granted Under Section 238(d) of the *Planning and Development Act 2007*
for the Period 1 July 2021 to 30 September 2021**

LESSEE	DISTRICT/ DIVISION	SECTION	BLOCK	LAND AREA	SALE PRICE (INLC GST)	CONCESSION/ CHARGING POLICY	ACT	DATE GRANTED
Dickson Village (ACT) Pty Ltd	DICKSON	77	9	577m ²	\$92,000	Market Value	Planning and Development Act 2007	03-Aug-21

**EXECUTIVE LEASES – NEW or SURRENDER/REGRANT - (residue of original lease term when consolidating/partial surrender)
for the Period 1 July 2021 to 30 September 2021**

CUSTODIAN	DISTRICT/ DIVISION	SECTION	BLOCK	LAND AREA	REASON	ACT	DATE OF OFFER	DATE GRANTED
ACT NoWaste	HUME	25	12 (6&10)	5.062 Hectares	Recycling Facility	Planning and Development Act 2007	21-April-21	6-July-21

Single Dwelling House Leases

284 single dwelling Crown leases were granted in total for the quarter
 0 Crown leases were granted to a former owner of an asbestos affected property on the First Right of Refusal
 0 Crown leases were granted as over the counter post action sales of asbestos affected properties
 8 Crown lease were granted as a single dwelling land rent Crown lease
 The 276 remaining Crown leases were granted for single dwelling housing

HOLDING LEASE

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

Section 251
Planning and
Development Act
2007 applies

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)

LESSEE

LAND

TERM
COMMENCEMENT

LEASE GRANTED pursuant to the Planning and Development Act 2007 and the Regulations made under that Act on the *third* day of *August* Two thousand and twenty one WHEREBY THE PLANNING AND LAND AUTHORITY ("the Authority") ON BEHALF OF THE COMMONWEALTH OF AUSTRALIA ("the Commonwealth") in exercising its functions grants to **DICKSON VILLAGE (ACT) PTY LTD A.C.N. 642 075 554** having its registered office at Level 1, 27 Thynne Street Bruce in the Australian Capital Territory ("the Lessee") ALL THAT piece or parcel of land situate in the Australian Capital Territory containing an area of **577 square metres** or thereabouts being limited in height to **RL 577.5** and **unlimited** in depth and being **Block 9 Section 77 Division of Dickson** as delineated on **Deposited Plan Number 14509** 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 commencing on the *third* day of *August* Two thousand and twenty one ("the date of the commencement of the lease") and terminating on the third day of April Two thousand and twenty seven to be used by the Lessee for the purpose set out in Clause 2(e) of this lease only YIELDING AND PAYING THEREFOR rent in the amount and in the manner and at the times provided in this lease and UPON AND SUBJECT TO the covenants conditions and agreements in this lease.

INTERPRETATION

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) "deed" means the deed of agreement between the Lessee and the Authority a copy of which comprises Attachment A to the lease registered as Vol 2138 Folio 14 in the Registrar-General's Office and which contains provisions as to planning, completion of the Works and associated activities;

- (d) "gross floor area" means the sum of the area of all floors of the building measured from the external faces of the exterior walls, or from the centre lines of walls separating the building from any other building EXCLUDING any area used solely for rooftop fixed mechanical plant and/or basement carparking;
- (e) "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;
- (f) "premises" means the land and any building or other improvements on the land;
- (g) "RL" (Reduced Level) means the vertical height in metres above the Australian Height Datum (AHD);
- (h) "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);
- (i) "works" means all the works and activities which the Lessee is or may be required to execute or engage in under the deed and includes design, remedial work, temporary work and variations of work;
- (j) words in the singular include the plural and vice versa;
- (k) words importing one gender include the other genders;
- (l) 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:

RENT

- (a) That the Lessee shall pay to the Authority rent at the rate of five cents per annum if and when demanded payable within one month of the date of any demand made by the Authority relating thereto and served on the Lessee;

MANNER OF PAYMENT OF RENT	(b)	That any rent or other moneys payable by the Lessee to the Authority under this lease shall be paid to such person as may be authorised by the Authority for that purpose at Canberra without any deduction whatsoever;
COMPLETION OF WORKS	(c)	That the Lessee shall within ninety six (96) months from the date of execution of the deed or within such further time as may be approved in writing by the Authority complete the construction of the works;
APPLICATION FOR LEASES	(d)	That the Lessee shall within six months or within such further time as may be approved in writing by the Authority from the date of the issue of the Certificate of Practical Completion (as defined in the deed) in relation to the completion of construction of a stage of the works (as referred to in Clause 2(c)) apply to the Authority for the grant of leases under the provisions of the <u>Planning and Development Act 2007</u> in accordance with Clause 3(b) of this lease;
PURPOSE	(e)	To use the premises only for the purpose of subdivision and constructing the works and building in accordance with the requirements of the deed;
INDUSTRIAL CONDUCT UNDERTAKING	(f)	That the Lessee shall at all times from the date of the commencement of the lease until the completion of the works comply with the terms and conditions of the Industrial Conduct Undertaking which forms Schedule 1 to this lease;
ADVERTISEMENTS	(g)	That the Lessee shall not display or permit to be displayed on the premises any advertisement sign or hoarding without the previous consent in writing of the Authority;
CLEAN AND TIDY	(h)	That the Lessee shall at all times keep the premises clean tidy and free from debris dry herbage rubbish and other unsightly or offensive matter PROVIDED ALWAYS THAT should the Lessee fail to do so the Authority may at the cost of the Lessee cause any matter or thing to be removed from the premises and restore the premises to a clean and tidy condition;
ASSIGNMENT	(i)	That the Lessee shall not without the previous consent in writing of the Authority assign transfer or part with possession of the whole or any portion of the premises;
SECURITY AND SAFETY	(j)	That the Lessee shall erect and maintain such barricades fencing signs and lighting as may be required in writing by the Authority to ensure the protection of the works and the safety and convenience of the general public;
INDEMNITY AND INSURANCE	(k)	To indemnify and keep indemnified the Commonwealth, the Territory, the Authority, their officers servants and others employed in connection with this lease and the deed against all claims demands actions suits proceedings causes of action debts dues verdicts judgements costs and expenses in any way arising out of or by reason of anything done or omitted to be done by the Lessee its agents officers or employees including any contractor or contractors employed by the Lessee and any agent officer or employee of such a contractor pursuant to or as a consequence of the granting of this lease. The Lessee hereby undertakes to effect or cause to be effected and keep effective the following policies of insurance at all times during the continuance of this lease: (i) a policy insuring every agent officer and employee of the Lessee including any contractor or contractors employed by the Lessee in connection with the lease and every agent officer and employee of any such contractor against all loss damage

or injury to the person or property of any such officer employee or contractor arising out of anything done or omitted to be done by the Lessee and any agent officer or employee of such a contractor pursuant to or as a consequence of the granting of this lease;

- (ii) an all risks public liability insurance policy to provide insurance cover against all loss injury or damage to any person or property other than the person or property of any agent officer or employee of the Lessee including any contractor or contractors employed by the Lessee in connection with the construction of the works and building and every agent officer and employee of such contractor arising out of anything done or omitted to be done by the Lessee or any of its agents officers or employees including any contractor or contractors employed by the Lessee and any agent officer or employee of such a contractor pursuant to or as a consequence of the granting of this lease whether such loss injury or damage is due to the negligence of the Lessee including any contractor or contractors employed by the Lessee in connection with the lease and any agent officer or employee of any such contractor or otherwise;

The amount insured shall be to the satisfaction of the Authority and the Lessee shall whenever reasonably required produce evidence of the currency of insurance with an insurer approved for this purpose by the Authority;

BUILDING SUBJECT
TO APPROVAL

- (l) That the Lessee shall not without the previous approval in writing of the Authority, except where exempt by law, erect any building on the premises or make any structural alterations to any building on the premises;

REPAIR

- (m) That the Lessee shall at all times during the term of this lease maintain repair and keep in repair to the satisfaction of the Authority the works and building constructed in accordance with this lease and the deed;

FAILURE TO
REPAIR

- (n) That if the Lessee has satisfactorily complied with the deed and if and whenever the Lessee is in breach of the Lessee's obligations to maintain repair and keep in repair the works or building 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 such works or building is beyond reasonable repair the Authority may by notice in writing to the Lessee require the Lessee to remove the works or building and may require the Lessee to construct new works or building 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 will be paid by the Lessee to the Authority on demand and from the date of such demand until paid will for all purposes of this lease be a debt due and payable to the Authority by the Lessee;

RIGHT OF
INSPECTION

- (o) Subject to the provisions of the Planning and Development Act 2007 to permit any person or persons authorised by the Authority (under the terms of the deed) to enter and inspect the premises at all reasonable times and in any reasonable manner and to permit any person or persons authorised by the Authority access to the premises for the purpose of carrying out work additional to that undertaken by the Lessee under the deed;

RATES AND
CHARGES

- (p) That the Lessee shall pay all rates charges and other statutory outgoings assessed levied or payable in respect of the premises as and when they are due for payment;

PRESERVATION
OF TREES

- (q) 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.

3. THE COMMONWEALTH COVENANTS WITH THE LESSEE as follows:

QUIET ENJOYMENT

- (a) That the Lessee paying the rent and all other money due and observing and performing the covenants and stipulations on the part of the Lessee to be observed and performed shall quietly enjoy the premises without interruption by the Authority or any person lawfully claiming from or under or in trust for the Authority;

SURRENDER

- (b) That when the Lessee has obtained a Certificate of Practical Completion (as defined in the deed) in relation to the completion of construction of a stage of the works as specified in the deed as a separable part of the works to the satisfaction of the Authority the Lessee shall in accordance with the requirements of clause 5.2 of the deed surrender to the Authority this lease insofar as it relates to that stage and the Authority will grant to the Lessee under the provisions of the Planning and Development Act 2007 the relevant and specified separate leases in a form consistent with the deed;

NO COMPENSATION

- (c) Upon the expiration, surrender or sooner termination of all or part of the lease the Lessee shall not be entitled to receive any compensation from the Authority in respect of any buildings, erections or improvements upon the land.

4. IT IS MUTUALLY COVENANTED AND AGREED as follows:

TERMINATION

- (a) That if;
- (i) any rent or other monies payable under this lease remains unpaid for three months next after the date appointed for payment thereof (whether such rent has been formally demanded or not); or
- (ii) the works in accordance with Clause 2(c) of this lease are not completed within the period specified in the said Clause; or
- (iii) the Lessee defaults in the performance or observance of any covenant condition or stipulation in the deed and fails to remedy that default in accordance with the provisions of the deed; or
- (iv) the Lessee commits a breach of Clause 2(i) of this lease; or
- (v) the Lessee fails to observe or perform any other of the covenants herein contained on the part of the Lessee to be observed or performed and has failed to remedy such breach within a period of three 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;

ACCEPTANCE OF RENT

- (b) That acceptance of rent or other monies by the Authority during or after any period or event referred to in Clause 4(a) will not prevent or impede the exercise by the Authority of the powers conferred upon it by the said Clause;

NOTICES

- (c) That any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease will 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 registered office of the Lessee in the said Territory BUT if for any reason the Lessee does not have a registered office in the said Territory then at the usual or last-known address of the Lessee or affixed in a conspicuous position on the premises;

EXERCISE OF
POWERS

- (d) 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.

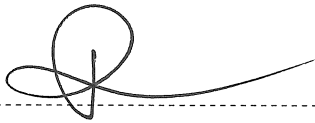
SCHEDULE 1

INDUSTRIAL CONDUCT UNDERTAKING

DICKSON VILLAGE (ACT) PTY LTD A.C.N. 642 075 554 having its registered office at Level 1, 27 Thynne Street Bruce in the Australian Capital Territory hereby undertakes to the Authority that it will, while Lessee of the lease for Block 9 Section 77 Division of Dickson, require any contractors and sub-contractors engaged in the undertaking of any works required to comply with the building and development covenant to be included in the lease for the Blocks to maintain a good industrial record and in particular undertake to:-

- a) comply with relevant awards, enterprise agreements and the National Employment Standards;
- b) prohibit "all in" or cash-in-hand payments;
- c) ensure good safety practices in accordance with the Work Health and Safety Act 2011 and other relevant legislation; and
- d) comply with the Fair Work Act 2009 in dealing with claims for payments relating to periods of industrial action.

EXECUTED by **DICKSON VILLAGE (ACT) PTY**)
LTD (A.C.N. 642 075 544) in accordance with)
section 127 of the Corporations Act 2001:)



Signature

Zhengmin Pan

Name in full



Director / Secretary

Signature

Name in full

Director / Secretary

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

Signed by **Sonja Clarkson**)
a delegate authorised to execute this lease)
on behalf of the Commonwealth in the)
presence of **Natalie Maree Lacey**)

S. Clarkson
.....
Delegate

Natalie Lacey
.....
Witness

EXECUTED by **DICKSON VILLAGE (ACT) PTY**)
LTD (A.C.N. 642 075 544) in accordance with)
section 127 of the Corporations Act 2001:)



Signature

zhengmin Pan

Name in full

Director / Secretary

Signature

Name in full

Director / Secretary

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

AUSTRALIAN CAPITAL TERRITORY

PLANNING AND DEVELOPMENT ACT 2007

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

LESSEE

LAND

TERM

LEASE GRANTED pursuant to the Planning and Development Act 2007 and the Regulations made under that Act on the sixth day of July Two thousand and twenty one WHEREBY THE PLANNING AND LAND AUTHORITY ("the Authority") ON BEHALF OF THE COMMONWEALTH OF AUSTRALIA ("the Commonwealth") in exercising its functions grants to the **AUSTRALIAN CAPITAL TERRITORY** whose registered address is care of the Transport Canberra and City Services Directorate, Level 2, 480 Northbourne Avenue Dickson in the Australian Capital Territory ("the Lessee") ALL THAT piece or parcel of land situated in the Australian Capital Territory containing an area of **5.062 hectares** or thereabouts and being **Block 12 Section 25 Division of Hume** as delineated on **Deposited Plan Number** 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 commencing on the **sixth day of July Two thousand and twenty one** ("the date of the commencement of the lease") and terminating on the **fourth day of April Two thousand one hundred and ten** to be used by the Lessee for any purpose permitted pursuant to the Territory Plan YIELDING AND PAYING THEREFOR 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.

INTERPRETATION 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) "premises" means the land building and all other improvements on the land;
- (c) "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);
- (d) "Territory Plan" means the Territory Plan as in effect from time to time under the Planning and Development Act 2007;
- (e) words in the singular include the plural and vice versa;
- (f) words importing one gender include the other genders;
- (g) a reference in this lease to any statute or statutory provision shall include 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:

TRANSFER

- (a) That the Lessee shall not transfer the premises or any part of the premises;

BUILDING SUBJECT
TO APPROVAL

- (b) 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;

PRESERVATION
OF TREES

- (c) 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.

3. IT IS MUTUALLY COVENANTED AND AGREED as follows:

EXERCISE OF
POWERS

- (a) 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 SHARON HARMER)
a delegate authorised to execute this lease)
on behalf of the Commonwealth in the)
presence of:)

Darren Skipworth

..... Sharon Harmer
Delegate
.....
Witness

SIGNED SEALED AND DELIVERED by)
MICHAEL CROSHALL)
position no. E661 , Transport Canberra)
and City Services Directorate for and on)
behalf of the Australian Capital Territory)
in the presence of:)

ANTHONY HARALDSON

..... M. Croshall
Lessee
.....
Witness