

2025

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

ELEVENTH ASSEMBLY

**Statement of Leases Granted for the period 1 April to 30 June 2025
pursuant to the *Planning Act 2023*, s268(2)**

**Presented by
Chris Steel MLA
Minister for Planning and Sustainable Development
September 2025**

DIRECT SALE LEASES for the Period 1 April 2025 to 30 June 2025

LESSEE	DISTRICT/ DIVISION	SECTION	BLOCK	LAND AREA	SALE PRICE (Inc. GST)	CONSESSION / CHARGING POLICY	LEGISLATION
Eitax Pty Ltd	City	14	15	55 sqm	\$247,500	Market Value	<i>Planning Act 2023</i>
Elvin Global Pty Ltd	Lyneham	71	27	7066 sqm	\$231,800	Market Value	<i>Planning Act 2023</i>
Trustees of the Roman Catholic Church for the Archdiocese of Canberra and Goulburn	Nicholls	73	30	3.609 hectares	<i>Nil</i>	Concession	<i>Planning and Development Act 2007</i>
T2 Enterprises Pty Ltd	Yarralumla	8	124	3394 sqm	\$6,800	Rental	<i>Planning Act 2023</i>

DIRECT SALE LEASES POST AUCTION for the Period 1 April 2025 to 30 June 2025

LESSEE	DISTRICT/ DIVISION	SECTION	BLOCK	LAND AREA	SALE PRICE (Inc. GST)	CONSESSION / CHARGING POLICY	LEGISLATION
Lawson Group ACT PTY LTD	Strathnairn	84	1	7033 sqm	\$4,375,000.00	Commercial	<i>Planning Act 2023</i>

Single Dwelling House Leases

49 Single dwelling Crown leases were granted in total for the quarter.

No Crown leases were granted to a former owner of an asbestos affected property on the First Right of Refusal.

No Crown lease was granted as an over-the-counter sale post auction.

No Crown leases were granted as a single dwelling land rent Crown lease.

This is a market value lease –
s263(2) (a) (ii) Planning Act 2023

AUSTRALIAN CAPITAL TERRITORY

PLANNING ACT 2023

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

LEASE GRANTED pursuant to the Planning Act 2023 and the Regulations made
under that Act on the ~~FIFTEENTH~~ day of ~~APRIL~~ Two thousand and ~~TWENTY FIVE~~

WHEREBY THE TERRITORY PLANNING AUTHORITY (“the Authority”) ON
BEHALF OF THE COMMONWEALTH OF AUSTRALIA (“the
Commonwealth”) in exercising its functions grants to

LESSEE Eitax Pty Limited A.C.N 068 331 813

a company having its registered office at G 50 Blackall Steet Barton ACT 2601
in the Australian Capital Territory (“the Lessee”) ALL THAT piece or parcel of
land situated in the Australian Capital Territory containing

LAND **an area of 55 square metres** or thereabouts and being **Block 15 Section 14
Division of City** as delineated on **Deposited Plan Number 16549** 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

TERM for the term of ninety nine years commencing on the
~~FIFTEENTH~~ day of ~~APRIL~~ **Two thousand and TWENTY FIVE**
 (“the date of the commencement of the lease”) to be used by the Lessee for the
purpose set out in Clause 3 (a) of this lease only YIELDING AND PAYING
THEREFOR rent in the amount and in the manner and at the times provided for in
this lease 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 Territory Planning Authority established by section 16 of the Planning Act 2023;
- (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) “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 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 its successors and assigns;
- (d) “premises” means the land and any building or other improvements on the land;

- (e) “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’t’h);
- (f) words in the singular include the plural and vice versa;
- (g) words importing one gender include the other genders;
- (h) 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:

GOODS AND
SERVICES TAX

- (a) That in addition to any other moneys payable under or in respect of this lease the Lessee shall pay to the Authority upon demand an amount equal to the amount payable by the Authority for GST in respect of this lease (where “GST” has the meaning the term has in the A New Tax System (Goods and Services Tax) Act 1999 (C’t’h));

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 in the said Territory without any deduction whatsoever.

3. THE LESSEE FURTHER COVENANTS WITH THE COMMONWEALTH as follows:

PURPOSE

- (a) To use the premises only for the purpose of consolidation with Block 12 and Block 13 Section 14 City;

PRESERVATION
OF TREES

- (b) 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 Urban Forest Act 2023, applies;

RATES AND
CHARGES

- (c) To 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.

5. THE COMMONWEALTH COVENANTS WITH THE LESSEE as follows:

QUIET
ENJOYMENT

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.

4. IT IS MUTUALLY COVENANTED AND AGREED as follows:

TERMINATION

- (a) That if:
- (i) any rent or other moneys payable under this lease shall remain unpaid for three months next after the date appointed for payment thereof (whether such rent or other moneys shall have been formally demanded or not); or
- (ii) 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;

ACCEPTANCE
OF RENT

- (b) That acceptance of rent or other moneys by the Authority during or after any period referred to in Clauses 6(a) (i) or (ii), of this lease shall not prevent or impede the exercise by the Authority of the powers conferred upon it by the said Clauses;

FURTHER LEASE

- (c) Subject to the Lessee paying all money required to be paid under the provisions of the Planning Act 2023 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;

NOTICES

- (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 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

- (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 Act 2023.

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

Signed by *Jeremy Smith*
a delegate authorised to execute this lease
on behalf of the Commonwealth in the
presence of *JENNIFER FINLAY*

)
)
)
.....
Delegate

.....
Witness

Signed by Eitax Pty Limited
(A.C.N. 068 331 813)

)
) by:)

.....
Signature

BARRY JAMES MORRIS

.....
Name in full

.....
Signature

JAMES WILLIAM MORRIS

.....
Name in full

.....
~~Sole Director~~/Director/Secretary

.....
Director/~~Secretary~~

**This is a market value lease –
s263(2)(a)(ii) Planning Act 2023**

AUSTRALIAN CAPITAL TERRITORY

PLANNING ACT 2023

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

LEASE GRANTED pursuant to the Planning Act 2023 and the Regulations made under that Act on the Twenty Seventh day of June Two thousand and twenty five WHEREBY THE TERRITORY PLANNING AUTHORITY (“the Authority”) ON BEHALF OF THE COMMONWEALTH OF AUSTRALIA (“the

LESSEE Commonwealth”) in exercising its functions grants to **ELVIN GLOBAL PTY LTD** A.C.N 124 103 911 a company having its registered office at 7 Cheney Place, Mitchell in the Australian Capital Territory (“the Lessee”) ALL THAT piece or

LAND parcel of land situate in the Australian Capital Territory containing **an area of 7066 square metres** or thereabouts and being **Block 27 Section 71 Division of Lyneham** as delineated on **Deposited Plan Number 11656** in the Registrar-General’s Office at Canberra in the said Territory (“the land”) RESERVING unto

TERM under the surface of the land TO HOLD unto the Lessee for the term of ninety nine years commencing on the **Twenty Seventh** day of **June Two thousand and twenty five** (“the date of the commencement of the lease”) to be used by the Lessee for the purpose set out in Clause 3(a) of this lease only YIELDING AND PAYING THEREFOR rent in the amount and in the manner and at the times provided for in this lease 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 Territory Planning Authority established by section 16 of the Planning Act 2023;
- (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) “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 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 its successors and assigns;
- (d) “premises” means the land and any building or other improvements on the land;
- (e) “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);
- (f) words in the singular include the plural and vice versa;
- (g) words importing one gender include the other genders;
- (h) 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 in the said Territory without any deduction whatsoever. |

3. THE LESSEE FURTHER COVENANTS WITH THE COMMONWEALTH as follows:

- | | |
|-----------------------------|---|
| PURPOSE | (a) To use the premises only for the purpose of consolidation with Block 8 Section 69 Lyneham; |
| RESERVATION FOR
SERVICES | (b) That: <ul style="list-style-type: none">(i) the Authority, on behalf of the Commonwealth, grants over that part of the land identified as a 'proposed sewerage service easement 8 wide' and a 'proposed telecommunication service easement 2.5 wide' on the Deposited Plan, a reservation ('Reservation') in favour of the relevant provider (referred to as the "service provider");(ii) the service provider may:<ul style="list-style-type: none">(A) provide, maintain and replace services supplied by that service provider through the land within the site of the Reservation; and(B) do anything reasonably necessary for that purpose, including without limitation:<ul style="list-style-type: none">(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 3(b)(ii), the service provider must take all reasonable steps to:<ul style="list-style-type: none">(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 3(b)(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 Reservation;
- (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 Reservation UNLESS written advice from the service provider is obtained;
- (vi) for the purposes of the Reservation, “service”, includes, without limitation, communication services, 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;

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 Urban Forest Act 2023, applies;

BUILDING
SUBJECT TO
APPROVAL

- (d) 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;

REPAIR

- (e) 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;

FAILURE TO
REPAIR

- (f) 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;

RIGHT OF
INSPECTION

- (g) Subject to the provisions of the Planning Act 2023 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;

RATES AND
CHARGES

- (h) To 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.

4. THE COMMONWEALTH COVENANTS WITH THE LESSEE as follows:

QUIET
ENJOYMENT

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.

5. IT IS MUTUALLY COVENANTED AND AGREED as follows:

TERMINATION

- (a) That if:
- (i) any rent or other moneys payable under this lease shall remain unpaid for three months next after the date appointed for payment thereof (whether such rent or other moneys shall have been formally demanded or not); or

- (ii) 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
- (iii) the Lessee shall fail to observe or perform any other of the covenants herein 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;

ACCEPTANCE OF RENT

- (b) That acceptance of rent or other moneys by the Authority during or after any period referred to in Clauses 5(a) (i), (ii) or (iii) of this lease shall not prevent or impede the exercise by the Authority of the powers conferred upon it by the said Clauses;

FURTHER LEASE

- (c) Subject to the Lessee paying all money required to be paid under the provisions of the Planning Act 2023 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;

NOTICES

- (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 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

- (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 Act 2023.

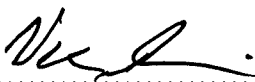
IN WITNESS whereof the Authority on behalf of the Commonwealth and the Lessee have executed this lease.

Signed by **Aaron Oshyer**)
a delegate authorised to execute this lease)
on behalf of the Commonwealth in the)
presence of **Katherine Hicks**)


.....
Delegate


.....
Witness

Signed by **ELVIN GLOBAL PTY LTD**)
(A.C.N. 124 103 911) by:)


.....
Signature

VICTOR ELVIN
.....
Name in full

.....
Sole Director/Director/Secretary


.....
Signature

TRAVIS JOHN DOHERTY
.....
Name in full

SECRETARY
.....
Director/Secretary

**This is a concessional
lease - s238(2) 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)**

LEASE GRANTED pursuant to the Planning and Development Act 2007 and the
Regulations made under that Act on the *first* day of *April*
Two thousand and *twenty-five* WHEREBY THE PLANNING AND LAND
AUTHORITY ("the Authority") ON BEHALF OF THE COMMONWEALTH OF
LESSEE AUSTRALIA ("the Commonwealth") in exercising its functions grants to
**The Trustees of the Roman Catholic Church for the Archdiocese of Canberra
and Goulburn** whose registered address is 55 Franklin Street Forrest in the
Australian Capital Territory ("the Lessee") ALL THAT piece or parcel of land in
the Australian Capital Territory
LAND containing **an area of 3.609 hectares** or thereabouts and being **Block 30 Section
73 Division of Nicholls** as delineated on **Deposited Plan Number 16505** 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
TERM the term of ninety nine years commencing on the *first* day of *April*
Two thousand and twenty-five ("the date of the commencement of the lease")
to be used by the Lessee for the purpose set out in Clause 3(d) of this lease only
YIELDING AND PAYING THEREFOR rent in the amount and in the manner and
at the times provided for in this lease 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) “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) “educational establishment” means the use of land for the purpose of tuition, training or research directed towards the discovery or application of knowledge;
- (d) “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 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 its successors and assigns;
- (e) “premises” means the land and any building or other improvements on the land;
- (f) “registered proprietor” means the person who is registered under the Land Titles Act 1925 as the proprietor of the lease;
- (g) “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’t);
- (h) words in the singular include the plural and vice versa;
- (i) words importing one gender include the other genders;

- (j) 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 in the said Territory without any deduction whatsoever.

3. THE LESSEE FURTHER COVENANTS WITH THE COMMONWEALTH as follows:

COMPLETION
OF DEVELOPMENT

- (a) That the Lessee shall within forty-eight (48) 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 an approved development on the land 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;

ASSOCIATED
WORKS

- (b) That the Lessee shall complete within forty-eight (48) months from the date of the commencement of the lease or within such further time as may be approved in writing by the Authority for that purpose, and prior to the commencement of any trading or business from the premises, complete the design and construction of:
 - (i) a sewer service to fully service the land, including maintenance holes and tie. Construct new 150mm tie to Block 30.
 - (ii) a stormwater service to fully service the land and maintain connections for neighbouring blocks. Install new SW tie to Block 30 and connect to floodway. Replace existing open drain across Block 30 with 525mm diameter stormwater pipe within dual easement inclusive of new manholes and removal of existing structures including required earthworks. Connect 300mm diameter SW pipe in the newly constructed Cul-de-Sac including construction of R Type sump. Construct grassed swale drain through Block 31.

- (iii) water tie to fully service land. Extend existing 150mm diameter potable water pipe including four (4) water hydrants around the Cul-de-sac connecting into the existing 300mm main in the Southern verge of Kelleway Avenue. Potholing in 10 locations Roadworks and Road Closures for watermain crossing Kelleway Avenue Construct new 25mm tie to Block 30.
- (iv) construct streetlighting at end of Cul-de-sac including associated cables.
- (v) construct Cul-De-Sac at Colbert Close including road works and kerb and gutters. Construct a Type HD2 concrete driveway to access Block 30, subject to TCCS approval.
- (vi) extension of 1.5m wide footpath along eastern verge of Colbert close joining to the existing path on the western verge along the newly constructed Cul-De Sac.
- (vii) Widen Kelleway Avenue 1.2m wide concrete footpath to be 1.5m wide. Construct new 2m wide shared path through Block 31, including a connection to the existing shared path
- (viii) verge works as required by TCCS.
- (ix) any other works required by TCCS as a result of an audit on submitted plans for design approval; and

including all ancillary works and fittings required to complete the associated work.

INDEMNITY

- (c) That the Lessee shall indemnify and keep indemnified the Commonwealth, the Territory, the Authority, their servants and agents from all actions claims suits and demands brought maintained or made against the Commonwealth, the Territory, the Authority, their servants and or agents by any person or body of persons arising out of the provision by the Lessee of the design and construction of the associated works referred to in Clause 3(b) until such works are completed and formally handed over to the Territory;

PURPOSE

- (d) To use the premises only for the purpose of an educational establishment LIMITED TO a sportsground and ancillary buildings;

SUBDIVISION NOT PERMITTED

- (e) That subdivision of this lease under the Unit Titles Act 2001 is not permitted;

CARPARKING

- (f) That the Lessee shall provide and maintain an approved drained and sealed carparking and bicycle parking area and access lanes on the land to a standard acceptable to the Authority in accordance with plans and specifications prepared by the Lessee

and previously submitted to and approved in writing by the Authority;

PAVING AND
LANDSCAPING

- (f) That the Lessee shall provide and maintain paving and landscaping on the land to a standard acceptable to the Authority in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;

PRESERVATION OF
TREES

- (g) 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 Urban Forest Act 2023, applies;

LIGHTING

- (h) That the Lessee shall illuminate and keep illuminated all public access areas, carparks and driveways on the land at the Lessee's cost during the evening hours of operation to a standard acceptable to the Authority in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;

FACILITIES AND
ACCESS FOR PERSONS
WITH A DISABILITY

- (i) That the Lessee shall provide and maintain facilities and access on the land for persons with a disability in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;

SERVICE AREAS

- (j) That the Lessee shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the premises is suitably screened from public view;

BUILDING
SUBJECT
TO APPROVAL

- (k) 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;

REPAIR

- (l) 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;

FAILURE TO
REPAIR

- (m) 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;

RIGHT OF
INSPECTION

- (n) 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;

RATES AND
CHARGES

- (o) To 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;

ASSIGNMENT AND
SUBLETTING

- (p) That the Lessee shall:
 - (i) deal with the premises only in accordance with section 265 of the Planning and Development Act 2007; and
 - (ii) not transfer the lease, unless, subject to the prior written consent of the Authority, both the lease and the lease for Block 12 Section 78 Division of Nicholls are simultaneously transferred to the same registered proprietor, to remove any doubt, at all times the Lessee of the land and the Lessee of the land at Block 12 Section 78 Division of Nicholls shall be the same registered proprietor;

4. THE COMMONWEALTH COVENANTS WITH THE LESSEE as follows:

QUIET
ENJOYMENT

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.

5. IT IS MUTUALLY COVENANTED AND AGREED as follows:

TERMINATION

(a) That if:

- (i) any rent or other moneys payable under this lease shall remain unpaid for three months next after the date appointed for payment thereof (whether such rent shall have been formally demanded or not); or
- (ii) an approved development in accordance with Clause 3(a) of this lease is not completed within the period specified in the said Clause; or
- (iii) associated works in accordance with Clause 3(b) of this lease are not completed within the period specified in the said Clause; or
- (iv) after completion of an approved development 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
- (v) 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;

ACCEPTANCE
OF RENT

- (b) That acceptance of rent or other moneys by the Authority during or after any period referred to in Clauses 5(a) (i), (ii), (iii), (iv) or (v) of this lease shall not prevent or impede the exercise by the Authority of the powers conferred upon it by the said Clauses;

WITHDRAWAL

(c) That:

- (i) if the Lessee fails to use the whole or any portion or portions of the land for a period of not less than ninety (90) consecutive days, if:

- (A) only one (1) purpose is authorised by this lease – for that purpose; or

- (B) more than one (1) purpose is authorised by this lease – for all such purposes

at any time after five (5) years from the date of commencement of this lease, the Authority may withdraw the whole or such portion or portions of the land as the Lessee has failed to use by giving a notice (“Notice of Withdrawal”) to the Lessee;

- (ii) for the purpose of Clause 5(c)(i) the Notice of Withdrawal shall specify:

- (A) that the land is being withdrawn from the lease pursuant to this Clause;

- (B) the portion or portions of land being withdrawn from the lease (“Land Withdrawn”); and

- (C) the date the withdrawal of land is to be effective (“Withdrawal Date”) which shall be not less than three months after the date on which the Notice of Withdrawal is given to the Lessee;

- (iii) as soon as practicable after the Withdrawal Date, the Authority must:

- (A) make or cause to be made a plan for lodging at the Registrar-General's Office at Canberra delineating the Land Withdrawn;

- (B) provide the Lessee with a copy of the plan as conclusive evidence of the Land Withdrawn; and

- (C) give notice to the Lessee requesting the Lessee to produce the Lessee's copy of the lease or Certificate of Title at the Registrar-General's Office for registration of the withdrawal and the Lessee shall within fourteen days after receiving the notice and at the Lessee's own expense comply with the notice;

- (iv) if the whole or any portion or portions of the land is withdrawn under this Clause the Lessee shall be entitled to compensation from the Authority for lawful improvements

on the Land Withdrawn, as if this lease had expired in respect of the Land Withdrawn, pursuant to the Planning and Development Act 2007;

- (v) this Clause ceases to have effect if this lease is varied to remove its concessional status pursuant to the Planning and Development Act 2007; and
- (vi) to remove any doubt and subject to Clause 5(c)(v), the Authority may act in accordance with this Clause on more than one (1) occasion;

FURTHER LEASE

- (d) 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;

NOTICE

- (e) 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 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

- (f) 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.

Signed by Jeremy Smith
a delegate authorised to execute this lease
on behalf of the Commonwealth in the
presence of Katherine Hicks

Delegate

Witness

The Common Seal of
**The Trustees of the Roman Catholic
Church for the Archdiocese of
Canberra and Goulburn**
was hereunto affixed in the presence of:




Signature

Signature

Archbishop Christopher House
Name in full

TRENTON VAN REESCH
Name in full

Archbishop
Position Held

.....
Position Held

Signature: R. Harper

name in full: Fr Richard Thompson

Position held: Vice General

This is a market value lease –
s263(2) (a) (ii) Planning Act 2023

Section 281 of the Planning Act 2023
applies

AUSTRALIAN CAPITAL TERRITORY

PLANNING ACT 2023

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

LEASE GRANTED pursuant to the Planning Act 2023 and the Regulations made
under that Act on the *Twenty Fifth* day of *June* Two thousand
and twenty-five WHEREBY THE TERRITORY PLANNING AUTHORITY (“the
Authority”) ON BEHALF OF THE COMMONWEALTH OF AUSTRALIA (“the
LESSEE Commonwealth”) in exercising its functions grants to **T2 Enterprises Pty Ltd**
(ACN 082 563 988) a company having its registered office at 7 Simmons Place
Chapman in the Australian Capital Territory (“the Lessee”) ALL THAT piece or
LAND parcel of land in the Australian Capital Territory containing **an area of**
3394 square metres or thereabouts and being **Block 8 Section 124 Division of**
Yarralumla as delineated on **Deposited Plan Number 12893** 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
TERM under the surface of the land TO HOLD unto the Lessee for the term of twenty-five
years commencing on the *Twenty Fifth* day of *June* **Two thousand**
and twenty-five (“the date of the commencement of the lease”) to be used by the
Lessee for the purpose set out in Clause 4(d) of this lease only YIELDING AND
PAYING THEREFOR rent in the amount and in the manner and at the times
provided for in this lease 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 Territory Planning Authority established by section 16 of the Planning Act 2023;
- (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) "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 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 its successors and assigns;
- (d) "minimum rent" means the amount of **six thousand eight hundred dollars (\$6,800) per annum**;
- (e) "National Capital Authority" includes any body, whether incorporated or unincorporated which from time to time exercises substantially the same powers as the powers which are at the date of the commencements of the lease exercised by the National Capital Authority under the Australian Capital Territory (Planning and Land Management) Act 1988 (C'th);
- (f) "percentage rent" means **four per centum per annum** of the assessed rental value;
- (g) "premises" means the land and any building or other improvements on the land;
- (h) "restricted access open space" means land used for recreation, exercise or leisure activity, whether operated for gain or not and where public access to the facility may be restricted to certain times.

- (i) "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);
- (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:
 - (i) the sum of **six thousand eight hundred dollars (\$6,800) per annum** for the period commencing on the *Twenty fifth* day of *June* Two thousand and twenty-five ending on the **ninth** day of **August Two thousand and twenty eight** payable by equal quarterly payments in advance on the first day of the months of January April July and October in each year and proportionately for any fraction of a quarter the first of such payments to be made on the **first day of July Two thousand and twenty five**; and
 - (ii) for the remainder of the lease term the fair market rent determined from time to time in accordance with the provisions of Clause 3 hereof OR the minimum rent whichever is the greater payable by equal quarterly payments in advance on the first day of the months of January April July and October in each year and proportionately for any fraction of a quarter the first of such payments to be made on the **tenth day of August Two thousand and twenty eight**;

ADDITIONAL
RENT

- (b) That if any rent or other moneys payable under this lease shall remain unpaid after the date appointed for its payment the Lessee shall on demand pay to the Authority as additional rent a sum calculated on the amount of the unpaid rent or other moneys owing under the lease at a rate of twelve point five per

centum per annum during any period that the rent or other moneys remain unpaid and computed from the date appointed to the date upon which such payments are made;

GOODS AND
SERVICES TAX

- (c) That in addition to any other moneys payable under or in respect of this lease the Lessee shall pay to the Authority upon demand an amount equal to the amount payable by the Authority for GST in respect of this lease (where "GST" has the meaning the term has in the A New Tax System (Goods and Services Tax) Act 1999 (C'th));

MANNER OF
PAYMENT
OF RENT

- (d) 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 in the said Territory without any deduction whatsoever.

3. IT IS MUTUALLY COVENANTED AND AGREED as follows:

ASSESSMENT
PERIODS

- (a) That the lease period commencing on the ~~Twenty fifth~~ **Two thousand and twenty-five** day of ~~June~~ and ending on the last day of the term of the lease shall be divided into assessment periods as follows:
- (i) the first assessment period shall commence on the **tenth** day of **August Two thousand and twenty eight** and run for three years; and
- (ii) subsequent assessment periods shall be for successive triennial periods except for the last assessment period which shall commence on the day immediately after the last day of the penultimate assessment period and end on the last day of the term thereof;

DETERMINATION
OF FAIR MARKET
RENT

- (b) That the Authority shall make or cause to be made a determination of the fair market rent in respect of each assessment period as at the date of commencement of such assessment period and shall calculate the annual rental for such period by applying the percentage rent to the assessed market value so determined. The Authority shall within fourteen days of the determination of the fair market rent for a period notify the Lessee of the determination and of the annual rental payable by the Lessee for the assessment period and until such notification the Lessee will pay the rent at the rate at which rent for the lease was payable immediately prior to the commencement of the assessment period;

DETERMINATION
BINDING UNTIL
SUBSEQUENT
DETERMINATION

- (c) That the assessed rental value determined by the Authority and notified to the Lessee shall be binding on both the Authority and the Lessee and shall be applied for all purposes of this lease as the assessed rental value in respect of the assessment period to which it relates unless and until a subsequent determination of such assessed rental value is made;

4. THE LESSEE FURTHER COVENANTS WITH THE COMMONWEALTH
as follows:

PURPOSE

- (a) To use the premises for the consolidation with Block 4 Section 124 Yarralumla and once consolidated only for the purpose of Restricted Access Open Space Limited to a maze.

LANDSCAPING

- (b) That the Lessee shall provide and maintain landscaping on the land to a standard acceptable to the Authority in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the National Capital Authority;

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 Urban Forest Act 2023, applies;

FACILITIES AND
ACCESS FOR PERSONS
WITH A DISABILITY

- (d) That the Lessee shall provide and maintain facilities and access on the land for persons with a disability in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;

SERVICE AREAS

- (e) That the Lessee shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the premises is suitably screened from public view;

BUILDING
SUBJECT TO
APPROVAL

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

REPAIR

- (g) 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;

FAILURE TO
REPAIR

- (h) 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;

RIGHT OF
INSPECTION

- (i) Subject to the provisions of the Planning Act 2023 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;

RATES AND
CHARGES

- (j) To 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.

ASSIGNMENT AND
SUB-LETTING

- (k) That the Lessee shall not sub-let assign transfer or part with possession of the whole or any part of the premises without the previous approval in writing of the Authority;

5. THE COMMONWEALTH COVENANTS WITH THE LESSEE as follows:

QUIET
ENJOYMENT

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.

6. IT IS MUTUALLY COVENANTED AND AGREED as follows:

TERMINATION

(a) That if:

- (i) any rent or other moneys payable under this lease shall remain unpaid for three months next after the date appointed for payment thereof (whether such rent or other moneys shall have been formally demanded or not); or
- (ii) the Lessee shall commit a breach of Clause 4(l) of this lease; or
- (iii) the 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;

ACCEPTANCE
OF RENT

- (b) That acceptance of rent or other moneys by the Authority during or after any period referred to in Clauses 6(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;

FURTHER LEASE

- (c) Subject to the Lessee paying all money required to be paid under the provisions of the Planning Act 2023 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;

NOTICES

- (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 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

- (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 Act 2023.

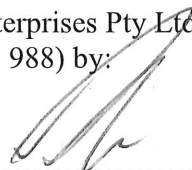
IN WITNESS whereof the Authority on behalf of the Commonwealth and the Lessee have executed this lease.

Signed by **Aaron Oshyer**)
a delegate authorised to execute this lease)
on behalf of the Commonwealth in the)
presence of **Katherine Hicks**)


.....
Delegate


.....
Witness

Signed by T2 Enterprises Pty Ltd)
(A.C.N. 082 563 988) by:)


.....
Signature

JASON PERKINS
.....
Name in full

Sole Director
.....
Sole Director/~~Director~~/Secretary

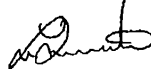
.....
Signature

.....
Name in full

.....
Director/Secretary

This is a market value lease
– s263 (2) (a) (ii)
Planning Act 2023

Section 370
Planning Act
 2023 applies


 Leanne Taunton
 Deputy Registrar-General



AUSTRALIAN CAPITAL TERRITORY

27/06/2025

PLANNING ACT 2023

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

LEASE GRANTED pursuant to the *Planning Act 2023* and the Regulations made under that Act on the TWENTY FIFTH day of JUNE Two thousand and twenty five WHEREBY THE TERRITORY PLANNING AUTHORITY ("the Authority") ON BEHALF OF THE COMMONWEALTH OF AUSTRALIA ("the Commonwealth") in exercising its functions grants to **LAWSON GROUP ACT PTY LTD A.C.N. 670 708 031** a company having its registered office at Unit 1, 6 Montford Crescent Lyneham in the Australian Capital Territory ("the Lessee")

LESSEE

ALL THAT piece or parcel of land situate in the Australian Capital Territory

LAND containing an area of **7033 square metres** or thereabouts and being **Block 1 Section 84 Division of Strathnairn** as delineated on **Deposited Plan Number 15221** 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

TERM Lessee for the term of ninety nine years commencing on the TWENTY FIFTH day of JUNE Two thousand and twenty five ("the date of the commencement of the lease") to be used by the Lessee for the purpose set out in Clause 3(b) of this lease only YIELDING AND PAYING THEREFOR rent in the amount and in the manner and at the times provided for in this lease 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 Territory Planning Authority established by section 16 of the *Planning Act 2023*;
- (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) "dwelling" has the same meaning as in the *Planning (General) Regulation 2023*;
- (d) "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 its successors and assigns;
- (e) "multi-unit housing" means the use of land for more than one dwelling;
- (f) "premises" means the land and any building or other improvements on the land;
- (g) "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);
- (h) words in the singular include the plural and vice versa;
- (i) words importing one gender include the other genders;

- (j) 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 in the said Territory without any deduction whatsoever.

3. THE LESSEE FURTHER COVENANTS WITH THE COMMONWEALTH as follows:

COMPLETION
OF DEVELOPMENT

- (a) That the Lessee shall within forty eight (48) 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 an approved development on the land 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;

PURPOSE

- (b) To use the land for the purpose of multi-unit housing for not more than seventy (70) dwellings;

PROVISION OF
HYDRAULIC MAINS
STORMWATER
DRAINS AND
SEWER LINES

- (c) That the Lessee shall provide and thereafter maintain hydraulic mains stormwater drains sewer lines hydraulic fire mains and hydrants on the land in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;

PROVISION OF
STORAGE AREAS
CARPARKING
AND ILLUMINATION

- (d) That the Lessee shall provide and thereafter maintain storage areas covered carparking hardstanding carparking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives on the land to a standard acceptable to the Authority in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;

PROVISION OF FACILITIES FOR ELECTRICAL AND TELEPHONE CABLES	(e) That the Lessee shall provide facilities on the land to a standard acceptable to the Authority to enable electrical and telephone cables and wires to be installed underground;
LANDSCAPING	(f) That the Lessee shall provide and thereafter maintain landscaping on the land to a standard acceptable to the Authority in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;
PRESERVATION OF TREES	(g) 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 <i>Urban Forest Act 2023</i>, applies;
SERVICE AREAS	(h) That the Lessee shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the premises is suitably screened from public view;
BUILDING SUBJECT TO APPROVAL	(i) 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;
REPAIR	(j) 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;
FAILURE TO REPAIR	(k) 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;

RIGHT OF
INSPECTION

- (l) Subject to the provisions of the *Planning Act 2023* 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;

RATES AND
CHARGES

- (m) To 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.

4. THE COMMONWEALTH COVENANTS WITH THE LESSEE as follows:

QUIET
ENJOYMENT

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.

5. IT IS MUTUALLY COVENANTED AND AGREED as follows:

TERMINATION

- (a) That if:
- (i) any rent or other moneys payable under this lease shall remain unpaid for three months next after the date appointed for payment thereof (whether such rent shall have been formally demanded or not); or
 - (ii) an approved development in accordance with Clause 3(a) of this lease is not completed within the period specified in the said Clause; or
 - (iii) after completion of an approved development 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;

ACCEPTANCE
OF RENT

- (b) That acceptance of rent or other moneys by the Authority during or after any period referred to in Clauses 5(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;

FURTHER LEASE

- (c) Subject to the Lessee paying all money required to be paid under the provisions of the *Planning Act 2023* 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;

NOTICES

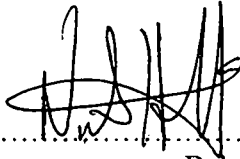
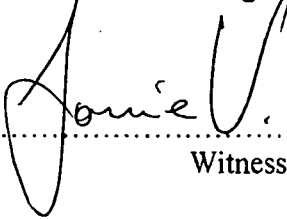
- (d) That any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Authority and delivered to or sent in a prepaid letter addressed to the Lessee at the registered 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

- (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 Act 2023*.

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

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


.....
Delegate

.....
Witness

Signed by **LAWSON GROUP ACT PTY**)
LTD (A.C.N. 670 708 031))


.....
Signature

XINGSHUN JIANG
.....
Name in full

Sole Director
.....
Sole Director/Director/Secretary

.....
Signature

.....
Name in full

.....
Sole Director/Director/Secretary