

2025

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

ELEVENTH ASSEMBLY

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

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

DIRECT SALE LEASES for the Period 1 July 2025 to 30 September 2025

LESSEE	DISTRICT/ DIVISION	SECTION	BLOCK	LAND AREA	SALE PRICE (Inc. GST)	CONSESSION / CHARGING POLICY	LEGISLATION
Icon Water Limited	Division of Taylor and	42	10,12,13 Taylor and	5144 sqm	\$423,500	Market Value	<i>Planning Act 2023</i>
	District of Gungahlin		Blk 863 Gungahlin				

EXECUTIVE LEASES for the Period 1 July 2025 to 30 September 2025

CUSTODIAN	DISTRICT/ DIVISION	SECTION	BLOCK	LAND AREA	LEGISLATION	DATE OF OFFER	DATE GRANTED
ACT Health Directorate	Watson	84	2	1.225 hectares	<i>Planning Act 2023</i>	30 July 2025	6 August 2025
ACT Health Directorate	Watson	84	3	2.091 hectares	<i>Planning Act 2023</i>	30 July 2025	6 August 2025

COMMISSIONER FOR SOCIAL HOUSING LEASES for the Period 1 July 2025 to 30 September 2025

CUSTODIAN	DISTRICT/ DIVISION	SECTION	BLOCK	LAND AREA	LEGISLATION	DATE OF OFFER	DATE GRANTED
Commissioner for Social Housing	Kambah	431	14	910 sqm	<i>Planning Act 2023</i>	23 July 2025	3 September 2025
Commissioner for Social Housing	Mawson	29	4	866 sqm	<i>Planning Act 2023</i>	23 July 2025	3 September 2025

CUSTODIAN	DISTRICT/ DIVISION	SECTION	BLOCK	LAND AREA	LEGISLATION	DATE OF OFFER	DATE GRANTED
Commissioner for Social Housing	Mawson	41	18	1011 sqm	<i>Planning Act 2023</i>	23 July 2025	3 September 2025
Commissioner for Social Housing	Mawson	43	2	1059 sqm	<i>Planning Act 2023</i>	23 July 2025	3 September 2025
Commissioner for Social Housing	Mawson	44	1	1093 sqm	<i>Planning Act 2023</i>	23 July 2025	3 September 2025
Commissioner for Social Housing	Fraser	42	2	1145 sqm	<i>Planning Act 2023</i>	23 July 2025	24 September 2025
Commissioner for Social Housing	Holt	70	5	278 sqm	<i>Planning Act 2023</i>	23 July 2025	24 September 2025
Commissioner for Social Housing	Holt	70	6	278 sqm	<i>Planning Act 2023</i>	23 July 2025	24 September 2025
Commissioner for Social Housing	Lyons	15	11	1137 sqm	<i>Planning Act 2023</i>	23 July 2025	24 September 2025
Commissioner for Social Housing	Macquarie	28	45	961 sqm	<i>Planning Act 2023</i>	23 July 2025	24 September 2025

Single Dwelling House Leases
99 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 **ninth** day of **September Two thousand and twenty five**
WHEREBY THE TERRITORY PLANNING AUTHORITY (“the Authority”) ON
BEHALF OF THE COMMONWEALTH OF AUSTRALIA

LESSEE (“the Commonwealth”) in exercising its functions grants to **ICON WATER
LIMITED** A.C.N 069 381 960 a company having its registered office at
12 Hoskins Street, Mitchell in the Australian Capital Territory (“the Lessee”) ALL
THAT piece or parcel of land in the Australian Capital Territory containing an area
LAND of **4194 square metres** or thereabouts and being **Block 10 Section 42 Division of
Taylor** and containing an area of **103 square metres** or thereabouts and being
Block 12 Section 42 Division of Taylor and containing an area of **36 square
metres** or thereabouts and being **Block 13 Section 42 Division of Taylor** as
delineated on **Deposited Plan Number 16545** containing an area of **811 square
metres** or thereabouts and being **Block 863 District of Gungahlin** as delineated on
Deposited Plan Number 15764 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
TERM HOLD unto the Lessee for the term of ninety nine years commencing on the
ninth day of **September 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) “distribution reservoir” means a storage tank associated with the maintenance of pressure and supply in the reticulated water supply system;
- (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) “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);

- (g) words in the singular include the plural and vice versa;
- (h) words importing one gender include the other genders;
- (i) 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 distribution reservoir; |
| PRESERVATION
OF TREES | <p>(b) That the Lessee shall not, without the previous consent in writing of the Territory, remove any tree:</p> <ul style="list-style-type: none"> (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 <u>Urban Forest Act 2023</u>, applies; |
| SERVICE AREAS | (c) 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 | (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 <u>Planning Act 2023</u> 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.
TRANSFER AND ASSIGNMENT	(i) That the Lessee shall not transfer or assign the premises or any part of the premises without the prior written approval of the territory planning authority;
SUBDIVISION	(j) That this lease shall not be subdivided under the <u>Planning Act 2023</u> or the <u>Unit Titles Act 2001</u> .

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.
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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

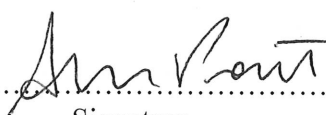

.....
Witness

Signed by **ICON WATER LIMITED**)
(A.C.N. 069 381 960) by:)


.....
Signature

RAYMOND HEZKIAL
.....
Name in full

.....
Director/Secretary


.....
Signature

Anson Pratt
.....
Name in full

.....
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)**

LESSEE

LAND

TERM

LEASE GRANTED pursuant to the Planning Act 2023 and the Regulations made under that Act on the sixth day of August 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 the **AUSTRALIAN CAPITAL TERRITORY** whose registered address is care of the ACT Health Directorate 4 Bowes Street Phillip in the Australian Capital Territory ("the Lessee") ALL THAT piece or parcel of land in the Australian Capital Territory containing an area of **1.225 hectares** or thereabouts and being **Block 2 Section 84 Division of Watson** 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 of **ninety nine years** commencing on the **sixth day of August Two thousand and twenty five** ("the date of the commencement of the lease") 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 Territory Planning Authority established by section 16 of the Planning Act 2023;
- (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 Act 2023;
- (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 Urban Forest Act 2023, applies.

3. IT IS MUTUALLY COVENANTED AND AGREED as follows:

EXERCISE OF
POWERS

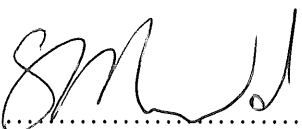
- (a) Any and every right, power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory or as the case may be by:
- (i) the Authority;
- (ii) an authority or person for the time being authorised by the 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 Act 2023.

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

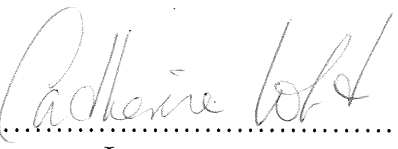
Signed by **Aaron Oshyer**)
a delegate authorised to execute this lease)
on behalf of the Commonwealth in the)
presence of:)


.....
Delegate

Shannon Mould


.....
Witness

SIGNED SEALED AND DELIVERED by)
CATHERINE LOFT)
position number **E01094**, ACT Health)
Directorate for and on behalf of the)
Australian Capital Territory in the)
the presence of:)


.....
Lessee

BRIAN CHAMPNESS


.....
Witness

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)**

LESSEE

LAND

TERM

LEASE GRANTED pursuant to the Planning Act 2023 and the Regulations made under that Act on the sixth day of August 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 the **AUSTRALIAN CAPITAL TERRITORY** whose registered address is care of the ACT Health Directorate 4 Bowes Street Phillip in the Australian Capital Territory ("the Lessee") ALL THAT piece or parcel of land in the Australian Capital Territory containing an area of **2.091 hectares** or thereabouts and being **Block 3 Section 84 Division of Watson** 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 of **ninety nine years** commencing on the **sixth day of August Two thousand and twenty five** ("the date of the commencement of the lease") 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 Territory Planning Authority established by section 16 of the Planning Act 2023;
- (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 Act 2023;
- (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 Urban Forest Act 2023, applies.

3. IT IS MUTUALLY COVENANTED AND AGREED as follows:

EXERCISE OF
POWERS

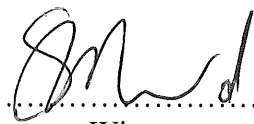
- (a) Any and every right, power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory or as the case may be by:
- (i) the Authority;
- (ii) an authority or person for the time being authorised by the 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 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:)


.....
Delegate

Shannon Mould


.....
Witness

SIGNED SEALED AND DELIVERED by)
CATHERINE LOFT)
position number **E01099**, ACT Health)
Directorate for and on behalf of the)
Australian Capital Territory in the)
the presence of:)


.....
Lessee

BRIAN CHAMPNESS


.....
Witness

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 third day of September 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 **COMMISSIONER FOR SOCIAL HOUSING** of 153 Emu Bank Belconnen in the Australian Capital Territory ("the Lessee") ALL THAT piece or parcel of land situate in the Australian Capital Territory containing an area of **910 square metres** or thereabouts and being **Block 14 Section 431 Division of Kambah** as delineated on **Deposited Plan Number 3828** in the Registrar-General's Office at Canberra in the said Territory ("the land") RESERVING unto the Territory all minerals and the right to the use, flow and control of ground water under the surface of the land TO HOLD unto the Lessee for the term of **99 years** commencing on the **third day of September 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 2(e) of this lease only YIELDING AND PAYING THEREFOR during the said term rent at the rate of five cents per annum if and when demanded and UPON AND SUBJECT TO the covenants conditions and agreements contained in this lease.

1. IN THIS LEASE unless the contrary intention appears:

- (a) "Authority" means the 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 and its successors and assigns;
- (e) "premises" means the land and any building or other improvements on the land;
- (f) "single dwelling housing" means the use of land for residential purposes for a single dwelling only;
- (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:

- (a) That the Lessee shall pay to the Authority at Canberra the rent hereinbefore reserved within one month of the date of any demand made by the Authority relating thereto and served on the Lessee;
- (b) That the Lessee shall provide facilities on the land to a standard acceptable to the Authority to enable electrical and telephone cables and wires to be installed underground;
- (c) 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;
- (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;
- (e) To use the land for the purpose of single dwelling housing;
- (f) That:
 - (i) the Authority, on behalf of the Commonwealth, grants over that part of the land identified as a 'proposed services easement' on the Deposited Plan, a reservation ('Reservation') in favour of the relevant provider (referred to as the "service provider");
 - (ii) the service provider may:
 - (A) provide, maintain and replace services supplied by that service provider through the land within the site of the Reservation; and
 - (B) do anything reasonably necessary for that purpose, including without limitation:
 - (1) entering or passing through the land;
 - (2) taking anything on to the land; and
 - (3) carrying out work, including without limitation, constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment;
 - (iii) in exercising the powers in Clause 2(f)(ii), the service provider must take all reasonable steps to:
 - (A) ensure that the work carried out on the land causes as little disruption, inconvenience and damage as is practicable; and
 - (B) ensure that the land is restored as soon as practicable to a condition that is similar to its condition before the work was carried out;

- (iv) Clause 2(f)(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, “services”, 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;
- (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 Tree Protection Act 2005, applies;
- (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;
- (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;
- (j) To pay all rates and charges and other statutory outgoings assessed levied or payable in respect of the premises as and when they are due for payment.

3. IT IS MUTUALLY COVENANTED AND AGREED as follows:

(a) That if:

- (i) 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
- (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;

- (b) That acceptance of rent or other moneys by the Authority during or after any period referred to in Clauses 3(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;
- (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;
- (d) That any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Authority and delivered to or sent in a prepaid letter addressed to the Lessee at the land or at the usual or last-known address of the Lessee or affixed in a conspicuous position on the premises;
- (e) Any and every right, power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory or as the case may be by:
 - (i) the Authority;
 - (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
 - (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning Act 2023.

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:)

Shannon Mould

.....
Delegate

.....
Witness

The Official Seal of the)
COMMISSIONER FOR SOCIAL)
HOUSING was hereunto affixed in the)
presence of:)



.....
Sarah Shields

Name in full

.....
TAYLOR BEATON - P07781

Name in full

.....
Shields
Signature

.....
Beatson
Signature

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

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

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 third day of September 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 **COMMISSIONER FOR SOCIAL HOUSING** of 153 Emu Bank Belconnen in the Australian Capital Territory ("the Lessee") ALL THAT piece or parcel of land situate in the Australian Capital Territory containing an area of **866 square metres** or thereabouts and being **Block 4 Section 29 Division of Mawson** as delineated on **Deposited Plan Number 1821** in the Registrar-General's Office at Canberra in the said Territory ("the land") RESERVING unto the Territory all minerals and the right to the use, flow and control of ground water under the surface of the land TO HOLD unto the Lessee for the term of **99 years** commencing on the **third day of September 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 2(e) of this lease only YIELDING AND PAYING THEREFOR during the said term rent at the rate of five cents per annum if and when demanded and UPON AND SUBJECT TO the covenants conditions and agreements contained in this lease.

1. IN THIS LEASE unless the contrary intention appears:

- (a) "Authority" means the 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 and its successors and assigns;
- (e) "multi-unit housing" means the use of land for more than one dwelling and includes but is not limited to dual occupancy housing;
- (f) "premises" means the land and any building or other improvements on the land;
- (g) "single dwelling housing" means the use of land for residential purposes for a single dwelling only;

- (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) words in the singular include the plural and vice versa;
- (j) words importing one gender include the other genders;
- (k) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

2. THE LESSEE COVENANTS WITH THE COMMONWEALTH as follows:

- (a) That the Lessee shall pay to the Authority at Canberra the rent hereinbefore reserved within one month of the date of any demand made by the Authority relating thereto and served on the Lessee;
- (b) That the Lessee shall provide facilities on the land to a standard acceptable to the Authority to enable electrical and telephone cables and wires to be installed underground;
- (c) 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;
- (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;
- (e) To use the land for the purpose of:
 - (i) single dwelling housing; or
 - (ii) multi-unit housing of not more than two (2) dwellings;
- (f) That:
 - (i) the Authority, on behalf of the Commonwealth, grants over that part of the land identified as a 'proposed services easement' on the Deposited Plan, a reservation ('Reservation') in favour of the relevant provider (referred to as the "service provider");
 - (ii) the service provider may:
 - (A) provide, maintain and replace services supplied by that service provider through the land within the site of the Reservation; and
 - (B) do anything reasonably necessary for that purpose, including without limitation:
 - (1) entering or passing through the land;
 - (2) taking anything on to the land; and
 - (3) carrying out work, including without limitation, constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment;

- (iii) in exercising the powers in Clause 2(f)(ii), the service provider must take all reasonable steps to:
 - (A) ensure that the work carried out on the land causes as little disruption, inconvenience and damage as is practicable; and
 - (B) ensure that the land is restored as soon as practicable to a condition that is similar to its condition before the work was carried out;
- (iv) Clause 2(f)(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, "services", 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;
- (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 Tree Protection Act 2005, applies;
- (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;

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

3. IT IS MUTUALLY COVENANTED AND AGREED as follows:

- (a) That if:
 - (i) 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
 - (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;
- (b) That acceptance of rent or other moneys by the Authority during or after any period referred to in Clauses 3(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;
- (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;
- (d) That any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Authority and delivered to or sent in a prepaid letter addressed to the Lessee at the land or at the usual or last-known address of the Lessee or affixed in a conspicuous position on the premises;
- (e) Any and every right, power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory or as the case may be by:
 - (i) the Authority;
 - (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
 - (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning Act 2023.

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:)

Shannon Mould

Sharon Harmer
.....
Delegate

SM
.....
Witness

The Official Seal of the)
COMMISSIONER FOR SOCIAL)
HOUSING was hereunto affixed in the)
presence of:)



Sarah Shields
.....
Name in full

Shields
.....
Signature

TAYLOR BEATON -P07781
.....
Name in full

Beatson
.....
Signature

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

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

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 third day of September 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 **COMMISSIONER FOR SOCIAL HOUSING** of 153 Emu Bank Belconnen in the Australian Capital Territory ("the Lessee") ALL THAT piece or parcel of land situate in the Australian Capital Territory containing an area of **1,011 square metres** or thereabouts and being **Block 18 Section 41 Division of Mawson** as delineated on **Deposited Plan Number 1962** in the Registrar-General's Office at Canberra in the said Territory ("the land") RESERVING unto the Territory all minerals and the right to the use, flow and control of ground water under the surface of the land TO HOLD unto the Lessee for the term of **99 years** commencing on the **third day of September 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 2(e) of this lease only YIELDING AND PAYING THEREFOR during the said term rent at the rate of five cents per annum if and when demanded and UPON AND SUBJECT TO the covenants conditions and agreements contained in this lease.

1. IN THIS LEASE unless the contrary intention appears:

- (a) "Authority" means the 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 and its successors and assigns;
- (e) "multi-unit housing" means the use of land for more than one dwelling and includes but is not limited to dual occupancy housing;
- (f) "premises" means the land and any building or other improvements on the land;
- (g) "single dwelling housing" means the use of land for residential purposes for a single dwelling only;

- (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) words in the singular include the plural and vice versa;
- (j) words importing one gender include the other genders;
- (k) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

2. THE LESSEE COVENANTS WITH THE COMMONWEALTH as follows:

- (a) That the Lessee shall pay to the Authority at Canberra the rent hereinbefore reserved within one month of the date of any demand made by the Authority relating thereto and served on the Lessee;
- (b) That the Lessee shall provide facilities on the land to a standard acceptable to the Authority to enable electrical and telephone cables and wires to be installed underground;
- (c) 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;
- (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;
- (e) To use the land for the purpose of:
 - (i) single dwelling housing; or
 - (ii) multi-unit housing of not more than two (2) dwellings;
- (f) That:
 - (i) the Authority, on behalf of the Commonwealth, grants over that part of the land identified as a 'proposed services easement' on the Deposited Plan, a reservation ('Reservation') in favour of the relevant provider (referred to as the "service provider");
 - (ii) the service provider may:
 - (A) provide, maintain and replace services supplied by that service provider through the land within the site of the Reservation; and
 - (B) do anything reasonably necessary for that purpose, including without limitation:
 - (1) entering or passing through the land;
 - (2) taking anything on to the land; and
 - (3) carrying out work, including without limitation, constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment;

- (iii) in exercising the powers in Clause 2(f)(ii), the service provider must take all reasonable steps to:
 - (A) ensure that the work carried out on the land causes as little disruption, inconvenience and damage as is practicable; and
 - (B) ensure that the land is restored as soon as practicable to a condition that is similar to its condition before the work was carried out;
- (iv) Clause 2(f)(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, "services", 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;
- (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 Tree Protection Act 2005, applies;
- (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;

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

3. IT IS MUTUALLY COVENANTED AND AGREED as follows:

- (a) That if:
 - (i) 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
 - (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;
- (b) That acceptance of rent or other moneys by the Authority during or after any period referred to in Clauses 3(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;
- (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;
- (d) That any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Authority and delivered to or sent in a prepaid letter addressed to the Lessee at the land or at the usual or last-known address of the Lessee or affixed in a conspicuous position on the premises;
- (e) Any and every right, power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory or as the case may be by:
 - (i) the Authority;
 - (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
 - (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning Act 2023.

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:)

Shannon Mould

Sharon Harmer
.....
Delegate

SMd
.....
Witness

The Official Seal of the)
COMMISSIONER FOR SOCIAL)
HOUSING was hereunto affixed in the)
presence of:)



Sarah Shields
.....

Name in full

TAYLOR BEATON - P07781
.....

Name in full

J Shields
.....
Signature

Beatson
.....
Signature

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

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

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 third day of September 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 **COMMISSIONER FOR SOCIAL HOUSING** of 153 Emu Bank Belconnen in the Australian Capital Territory ("the Lessee") ALL THAT piece or parcel of land situate in the Australian Capital Territory containing an area of **1,059 square metres** or thereabouts and being **Block 2 Section 43 Division of Mawson** as delineated on **Deposited Plan Number 1911** in the Registrar-General's Office at Canberra in the said Territory ("the land") RESERVING unto the Territory all minerals and the right to the use, flow and control of ground water under the surface of the land TO HOLD unto the Lessee for the term of **99 years** commencing on the **third day of September 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 2(e) of this lease only YIELDING AND PAYING THEREFOR during the said term rent at the rate of five cents per annum if and when demanded and UPON AND SUBJECT TO the covenants conditions and agreements contained in this lease.

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- (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 and its successors and assigns;
- (e) "multi-unit housing" means the use of land for more than one dwelling and includes but is not limited to dual occupancy housing;
- (f) "premises" means the land and any building or other improvements on the land;
- (g) "single dwelling housing" means the use of land for residential purposes for a single dwelling only;

- (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) words in the singular include the plural and vice versa;
- (j) words importing one gender include the other genders;
- (k) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

2. THE LESSEE COVENANTS WITH THE COMMONWEALTH as follows:

- (a) That the Lessee shall pay to the Authority at Canberra the rent hereinbefore reserved within one month of the date of any demand made by the Authority relating thereto and served on the Lessee;
- (b) That the Lessee shall provide facilities on the land to a standard acceptable to the Authority to enable electrical and telephone cables and wires to be installed underground;
- (c) 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;
- (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;
- (e) To use the land for the purpose of:
 - (i) single dwelling housing; or
 - (ii) multi-unit housing of not more than two (2) dwellings;
- (f) That:
 - (i) the Authority, on behalf of the Commonwealth, grants over that part of the land identified as a 'proposed services easement' on the Deposited Plan, a reservation ('Reservation') in favour of the relevant provider (referred to as the "service provider");
 - (ii) the service provider may:
 - (A) provide, maintain and replace services supplied by that service provider through the land within the site of the Reservation; and
 - (B) do anything reasonably necessary for that purpose, including without limitation:
 - (1) entering or passing through the land;
 - (2) taking anything on to the land; and
 - (3) carrying out work, including without limitation, constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment;

- (iii) in exercising the powers in Clause 2(f)(ii), the service provider must take all reasonable steps to:
 - (A) ensure that the work carried out on the land causes as little disruption, inconvenience and damage as is practicable; and
 - (B) ensure that the land is restored as soon as practicable to a condition that is similar to its condition before the work was carried out;
- (iv) Clause 2(f)(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, “services”, 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;
- (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 Tree Protection Act 2005, applies;
- (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;

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

3. IT IS MUTUALLY COVENANTED AND AGREED as follows:

- (a) That if:
 - (i) 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
 - (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;
- (b) That acceptance of rent or other moneys by the Authority during or after any period referred to in Clauses 3(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;
- (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;
- (d) That any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Authority and delivered to or sent in a prepaid letter addressed to the Lessee at the land or at the usual or last-known address of the Lessee or affixed in a conspicuous position on the premises;
- (e) Any and every right, power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory or as the case may be by:
 - (i) the Authority;
 - (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
 - (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning Act 2023.

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:)

Shannon Mould

Sharon Harmer
.....
Delegate

SM
.....
Witness

The Official Seal of the)
COMMISSIONER FOR SOCIAL)
HOUSING was hereunto affixed in the)
presence of:)



TAYLOR BEATON - P07781

Sarah Shields
.....

Name in full

Name in full

Shields
.....

Signature

Beaton
.....

Signature

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

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

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 third day of September 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 **COMMISSIONER FOR SOCIAL HOUSING** of 153 Emu Bank Belconnen in the Australian Capital Territory ("the Lessee") ALL THAT piece or parcel of land situate in the Australian Capital Territory containing an area of **1,093 square metres** or thereabouts and being **Block 1 Section 44 Division of Mawson** as delineated on **Deposited Plan Number 1875** in the Registrar-General's Office at Canberra in the said Territory ("the land") RESERVING unto the Territory all minerals and the right to the use, flow and control of ground water under the surface of the land TO HOLD unto the Lessee for the term of **99 years** commencing on the **third day of September 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 2(e) of this lease only YIELDING AND PAYING THEREFOR during the said term rent at the rate of five cents per annum if and when demanded and UPON AND SUBJECT TO the covenants conditions and agreements contained in this lease.

1. IN THIS LEASE unless the contrary intention appears:

- (a) "Authority" means the 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 and its successors and assigns;
- (e) "multi-unit housing" means the use of land for more than one dwelling and includes but is not limited to dual occupancy housing;
- (f) "premises" means the land and any building or other improvements on the land;
- (g) "single dwelling housing" means the use of land for residential purposes for a single dwelling only;

- (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) words in the singular include the plural and vice versa;
- (j) words importing one gender include the other genders;
- (k) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

2. THE LESSEE COVENANTS WITH THE COMMONWEALTH as follows:

- (a) That the Lessee shall pay to the Authority at Canberra the rent hereinbefore reserved within one month of the date of any demand made by the Authority relating thereto and served on the Lessee;
- (b) That the Lessee shall provide facilities on the land to a standard acceptable to the Authority to enable electrical and telephone cables and wires to be installed underground;
- (c) 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;
- (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;
- (e) To use the land for the purpose of:
 - (i) single dwelling housing; or
 - (ii) multi-unit housing of not more than two (2) dwellings;
- (f) That:
 - (i) the Authority, on behalf of the Commonwealth, grants over that part of the land identified as a 'proposed services easement' on the Deposited Plan, a reservation ('Reservation') in favour of the relevant provider (referred to as the "service provider");
 - (ii) the service provider may:
 - (A) provide, maintain and replace services supplied by that service provider through the land within the site of the Reservation; and
 - (B) do anything reasonably necessary for that purpose, including without limitation:
 - (1) entering or passing through the land;
 - (2) taking anything on to the land; and
 - (3) carrying out work, including without limitation, constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment;

- (iii) in exercising the powers in Clause 2(f)(ii), the service provider must take all reasonable steps to:
 - (A) ensure that the work carried out on the land causes as little disruption, inconvenience and damage as is practicable; and
 - (B) ensure that the land is restored as soon as practicable to a condition that is similar to its condition before the work was carried out;
- (iv) Clause 2(f)(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, "services", 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;
- (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 Tree Protection Act 2005, applies;
- (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;

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

3. IT IS MUTUALLY COVENANTED AND AGREED as follows:

- (a) That if:
 - (i) 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
 - (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

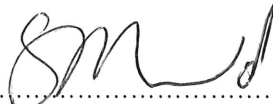
the Authority on behalf of the Commonwealth may terminate this lease but without prejudice to any claim which the Authority or the Commonwealth may have against the Lessee in respect of any breach of the covenants on the part of the Lessee to be observed or performed;
- (b) That acceptance of rent or other moneys by the Authority during or after any period referred to in Clauses 3(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;
- (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;
- (d) That any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Authority and delivered to or sent in a prepaid letter addressed to the Lessee at the land or at the usual or last-known address of the Lessee or affixed in a conspicuous position on the premises;
- (e) Any and every right, power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory or as the case may be by:
 - (i) the Authority;
 - (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
 - (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning Act 2023.

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:)

Shannon Mould


.....
Delegate


.....
Witness

The Official Seal of the)
COMMISSIONER FOR SOCIAL)
HOUSING was hereunto affixed in the)
presence of:)




.....
Name in full

TAYLOR BEATON - P07781
.....
Name in full


.....
Signature


.....
Signature

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

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

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 fourth day of September 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 **COMMISSIONER FOR SOCIAL HOUSING** of 153 Emu Bank Belconnen in the Australian Capital Territory ("the Lessee") ALL THAT piece or parcel of land situate in the Australian Capital Territory containing an area of **1,145 square metres** or thereabouts and being **Block 2 Section 42 Division of Fraser** as delineated on **Deposited Plan Number 3791** in the Registrar-General's Office at Canberra in the said Territory ("the land") RESERVING unto the Territory all minerals and the right to the use, flow and control of ground water under the surface of the land TO HOLD unto the Lessee for the term of **99 years** commencing on the **twenty fourth day of September 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 2(e) of this lease only YIELDING AND PAYING THEREFOR during the said term rent at the rate of five cents per annum if and when demanded and UPON AND SUBJECT TO the covenants conditions and agreements contained in this lease.

1. IN THIS LEASE unless the contrary intention appears:

- (a) "Authority" means the 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 and its successors and assigns;
- (e) "multi-unit housing" means the use of land for more than one dwelling and includes but is not limited to dual occupancy housing;
- (f) "premises" means the land and any building or other improvements on the land;
- (g) "single dwelling housing" means the use of land for residential purposes for a single dwelling only;

- (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) words in the singular include the plural and vice versa;
- (j) words importing one gender include the other genders;
- (k) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

2. THE LESSEE COVENANTS WITH THE COMMONWEALTH as follows:

- (a) That the Lessee shall pay to the Authority at Canberra the rent hereinbefore reserved within one month of the date of any demand made by the Authority relating thereto and served on the Lessee;
- (b) That the Lessee shall provide facilities on the land to a standard acceptable to the Authority to enable electrical and telephone cables and wires to be installed underground;
- (c) 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;
- (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;
- (e) To use the land for the purpose of:
 - (i) single dwelling housing; or
 - (ii) multi-unit housing of not more than three (3) dwellings;
- (f) That:
 - (i) the Authority, on behalf of the Commonwealth, grants over that part of the land identified as a 'proposed services easement' on the Deposited Plan, a reservation ('Reservation') in favour of the relevant provider (referred to as the "service provider");
 - (ii) the service provider may:
 - (A) provide, maintain and replace services supplied by that service provider through the land within the site of the Reservation; and
 - (B) do anything reasonably necessary for that purpose, including without limitation:
 - (1) entering or passing through the land;
 - (2) taking anything on to the land; and
 - (3) carrying out work, including without limitation, constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment;

- (iii) in exercising the powers in Clause 2(f)(ii), the service provider must take all reasonable steps to:
 - (A) ensure that the work carried out on the land causes as little disruption, inconvenience and damage as is practicable; and
 - (B) ensure that the land is restored as soon as practicable to a condition that is similar to its condition before the work was carried out;
- (iv) Clause 2(f)(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, “services”, 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;
- (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 Tree Protection Act 2005, applies;
- (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;

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

3. IT IS MUTUALLY COVENANTED AND AGREED as follows:

- (a) That if:
 - (i) 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
 - (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;
- (b) That acceptance of rent or other moneys by the Authority during or after any period referred to in Clauses 3(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;
- (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;
- (d) That any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Authority and delivered to or sent in a prepaid letter addressed to the Lessee at the land or at the usual or last-known address of the Lessee or affixed in a conspicuous position on the premises;
- (e) Any and every right, power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory or as the case may be by:
 - (i) the Authority;
 - (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
 - (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning Act 2023.

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
[Signature]
.....
Witness

The Official Seal of the)
COMMISSIONER FOR SOCIAL)
HOUSING was hereunto affixed in the)
presence of:)



Sarah Shields
.....
Name in full

TAYLOR BEATON - P07781
.....
Name in full

[Signature]
.....
Signature

[Signature]
.....
Signature

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

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

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 fourth day of September 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 **COMMISSIONER FOR SOCIAL HOUSING** of 153 Emu Bank Belconnen in the Australian Capital Territory ("the Lessee") ALL THAT piece or parcel of land situate in the Australian Capital Territory containing an area of **278 square metres** or thereabouts and being **Block 5 Section 70 Division of Holt** as delineated on **Deposited Plan Number 4348** in the Registrar-General's Office at Canberra in the said Territory ("the land") RESERVING unto the Territory all minerals and the right to the use, flow and control of ground water under the surface of the land TO HOLD unto the Lessee for the term of **99 years** commencing on the **twenty fourth day of September 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 2(e) of this lease only YIELDING AND PAYING THEREFOR during the said term rent at the rate of five cents per annum if and when demanded and UPON AND SUBJECT TO the covenants conditions and agreements contained in this lease.

1. IN THIS LEASE unless the contrary intention appears:

- (a) "Authority" means the 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 and its successors and assigns;
- (e) "premises" means the land and any building or other improvements on the land;
- (f) "single dwelling housing" means the use of land for residential purposes for a single dwelling only;
- (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:

- (a) That the Lessee shall pay to the Authority at Canberra the rent hereinbefore reserved within one month of the date of any demand made by the Authority relating thereto and served on the Lessee;
- (b) That the Lessee shall provide facilities on the land to a standard acceptable to the Authority to enable electrical and telephone cables and wires to be installed underground;
- (c) 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;
- (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;
- (e) To use the land for the purpose of single dwelling housing;
- (f) That:
 - (i) the Authority, on behalf of the Commonwealth, grants over that part of the land identified as a 'proposed services easement' on the Deposited Plan, a reservation ('Reservation') in favour of the relevant provider (referred to as the "service provider");
 - (ii) the service provider may:
 - (A) provide, maintain and replace services supplied by that service provider through the land within the site of the Reservation; and
 - (B) do anything reasonably necessary for that purpose, including without limitation:
 - (1) entering or passing through the land;
 - (2) taking anything on to the land; and
 - (3) carrying out work, including without limitation, constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment;
 - (iii) in exercising the powers in Clause 2(f)(ii), the service provider must take all reasonable steps to:
 - (A) ensure that the work carried out on the land causes as little disruption, inconvenience and damage as is practicable; and
 - (B) ensure that the land is restored as soon as practicable to a condition that is similar to its condition before the work was carried out;

- (iv) Clause 2(f)(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, “services”, 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;
- (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 Tree Protection Act 2005, applies;
- (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;
- (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;
- (j) To pay all rates and charges and other statutory outgoings assessed levied or payable in respect of the premises as and when they are due for payment.

3. IT IS MUTUALLY COVENANTED AND AGREED as follows:

(a) That if:

- (i) 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
- (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;

- (b) That acceptance of rent or other moneys by the Authority during or after any period referred to in Clauses 3(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;
- (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;
- (d) That any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Authority and delivered to or sent in a prepaid letter addressed to the Lessee at the land or at the usual or last-known address of the Lessee or affixed in a conspicuous position on the premises;
- (e) Any and every right, power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory or as the case may be by:
 - (i) the Authority;
 - (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
 - (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning Act 2023.

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
.....
[Signature]
Witness

The Official Seal of the)
COMMISSIONER FOR SOCIAL)
HOUSING was hereunto affixed in the)
presence of:)



.....
Sarah Shields

Name in full

.....
TAYLOR BEATON - P07781

Name in full

.....
[Signature]
Signature

.....
[Signature]
Signature

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

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

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 fourth day of September 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 **COMMISSIONER FOR SOCIAL HOUSING** of 153 Emu Bank Belconnen in the Australian Capital Territory ("the Lessee") ALL THAT piece or parcel of land situate in the Australian Capital Territory containing an area of **278 square metres** or thereabouts and being **Block 6 Section 70 Division of Holt** as delineated on **Deposited Plan Number 4348** in the Registrar-General's Office at Canberra in the said Territory ("the land") RESERVING unto the Territory all minerals and the right to the use, flow and control of ground water under the surface of the land TO HOLD unto the Lessee for the term of **99 years** commencing on the **twenty fourth day of September 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 2(e) of this lease only YIELDING AND PAYING THEREFOR during the said term rent at the rate of five cents per annum if and when demanded and UPON AND SUBJECT TO the covenants conditions and agreements contained in this lease.

1. IN THIS LEASE unless the contrary intention appears:

- (a) "Authority" means the 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 and its successors and assigns;
- (e) "premises" means the land and any building or other improvements on the land;
- (f) "single dwelling housing" means the use of land for residential purposes for a single dwelling only;
- (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:

- (a) That the Lessee shall pay to the Authority at Canberra the rent hereinbefore reserved within one month of the date of any demand made by the Authority relating thereto and served on the Lessee;
- (b) That the Lessee shall provide facilities on the land to a standard acceptable to the Authority to enable electrical and telephone cables and wires to be installed underground;
- (c) 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;
- (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;
- (e) To use the land for the purpose of single dwelling housing;
- (f) 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;
- (g) 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;
- (h) 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;
- (i) To pay all rates and charges and other statutory outgoings assessed levied or payable in respect of the premises as and when they are due for payment.

3. IT IS MUTUALLY COVENANTED AND AGREED as follows:

(a) That if:

- (i) 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
- (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;

- (b) That acceptance of rent or other moneys by the Authority during or after any period referred to in Clauses 3(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;
- (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;
- (d) That any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Authority and delivered to or sent in a prepaid letter addressed to the Lessee at the land or at the usual or last-known address of the Lessee or affixed in a conspicuous position on the premises;
- (e) Any and every right, power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory or as the case may be by:
 - (i) the Authority;
 - (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
 - (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning Act 2023.

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

[Signature]
.....
Witness

The Official Seal of the)
COMMISSIONER FOR SOCIAL)
HOUSING was hereunto affixed in the)
presence of:)



Sarah Shields
.....
Name in full

TAYLOR BEATON - 707781
.....
Name in full

[Signature]
.....
Signature

[Signature]
.....
Signature

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

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

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 fourth day of September 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 **COMMISSIONER FOR SOCIAL HOUSING** of 153 Emu Bank Belconnen in the Australian Capital Territory ("the Lessee") ALL THAT piece or parcel of land situate in the Australian Capital Territory containing an area of **1,137 square metres** or thereabouts and being **Block 11 Section 15 Division of Lyons** as delineated on **Deposited Plan Number 1457** in the Registrar-General's Office at Canberra in the said Territory ("the land") RESERVING unto the Territory all minerals and the right to the use, flow and control of ground water under the surface of the land TO HOLD unto the Lessee for the term of **99 years** commencing on the **twenty fourth day of September 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 2(e) of this lease only YIELDING AND PAYING THEREFOR during the said term rent at the rate of five cents per annum if and when demanded and UPON AND SUBJECT TO the covenants conditions and agreements contained in this lease.

1. IN THIS LEASE unless the contrary intention appears:

- (a) "Authority" means the 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 and its successors and assigns;
- (e) "multi-unit housing" means the use of land for more than one dwelling and includes but is not limited to dual occupancy housing;
- (f) "premises" means the land and any building or other improvements on the land;
- (g) "single dwelling housing" means the use of land for residential purposes for a single dwelling only;

- (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) words in the singular include the plural and vice versa;
- (j) words importing one gender include the other genders;
- (k) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

2. THE LESSEE COVENANTS WITH THE COMMONWEALTH as follows:

- (a) That the Lessee shall pay to the Authority at Canberra the rent hereinbefore reserved within one month of the date of any demand made by the Authority relating thereto and served on the Lessee;
- (b) That the Lessee shall provide facilities on the land to a standard acceptable to the Authority to enable electrical and telephone cables and wires to be installed underground;
- (c) 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;
- (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;
- (e) To use the land for the purpose of:
 - (i) single dwelling housing; or
 - (ii) multi-unit housing of not more than two (2) dwellings;
- (f) That:
 - (i) the Authority, on behalf of the Commonwealth, grants over that part of the land identified as a 'proposed services easement' on the Deposited Plan, a reservation ('Reservation') in favour of the relevant provider (referred to as the "service provider");
 - (ii) the service provider may:
 - (A) provide, maintain and replace services supplied by that service provider through the land within the site of the Reservation; and
 - (B) do anything reasonably necessary for that purpose, including without limitation:
 - (1) entering or passing through the land;
 - (2) taking anything on to the land; and
 - (3) carrying out work, including without limitation, constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment;

- (iii) in exercising the powers in Clause 2(f)(ii), the service provider must take all reasonable steps to:
 - (A) ensure that the work carried out on the land causes as little disruption, inconvenience and damage as is practicable; and
 - (B) ensure that the land is restored as soon as practicable to a condition that is similar to its condition before the work was carried out;
- (iv) Clause 2(f)(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, “services”, 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;
- (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 Tree Protection Act 2005, applies;
- (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;

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

3. IT IS MUTUALLY COVENANTED AND AGREED as follows:

- (a) That if:
 - (i) 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
 - (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;
- (b) That acceptance of rent or other moneys by the Authority during or after any period referred to in Clauses 3(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;
- (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;
- (d) That any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Authority and delivered to or sent in a prepaid letter addressed to the Lessee at the land or at the usual or last-known address of the Lessee or affixed in a conspicuous position on the premises;
- (e) Any and every right, power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory or as the case may be by:
 - (i) the Authority;
 - (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
 - (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning Act 2023.

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:)

Sharon Harmer
.....
Delegate

[Signature]
.....
Witness

Darren Skipworth

The Official Seal of the)
COMMISSIONER FOR SOCIAL)
HOUSING was hereunto affixed in the)
presence of:)



Sarah Shields
.....
Name in full

TAYLOR BEATON -P07781
.....
Name in full

[Signature]
.....
Signature

[Signature]
.....
Signature

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

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

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 fourth day of September 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 **COMMISSIONER FOR SOCIAL HOUSING** of 153 Emu Bank Belconnen in the Australian Capital Territory ("the Lessee") ALL THAT piece or parcel of land situate in the Australian Capital Territory containing an area of **961 square metres** or thereabouts and being **Block 45 Section 28 Division of Macquarie** as delineated on **Deposited Plan Number 1960** in the Registrar-General's Office at Canberra in the said Territory ("the land") RESERVING unto the Territory all minerals and the right to the use, flow and control of ground water under the surface of the land TO HOLD unto the Lessee for the term of **99 years** commencing on the **twenty fourth day of September 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 2(e) of this lease only YIELDING AND PAYING THEREFOR during the said term rent at the rate of five cents per annum if and when demanded and UPON AND SUBJECT TO the covenants conditions and agreements contained in this lease.

1. IN THIS LEASE unless the contrary intention appears:

- (a) "Authority" means the 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 and its successors and assigns;
- (e) "multi-unit housing" means the use of land for more than one dwelling and includes but is not limited to dual occupancy housing;
- (f) "premises" means the land and any building or other improvements on the land;
- (g) "single dwelling housing" means the use of land for residential purposes for a single dwelling only;

- (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) words in the singular include the plural and vice versa;
- (j) words importing one gender include the other genders;
- (k) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

2. THE LESSEE COVENANTS WITH THE COMMONWEALTH as follows:

- (a) That the Lessee shall pay to the Authority at Canberra the rent hereinbefore reserved within one month of the date of any demand made by the Authority relating thereto and served on the Lessee;
- (b) That the Lessee shall provide facilities on the land to a standard acceptable to the Authority to enable electrical and telephone cables and wires to be installed underground;
- (c) 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;
- (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;
- (e) To use the land for the purpose of:
 - (i) single dwelling housing; or
 - (ii) multi-unit housing of not more than two (2) dwellings;
- (f) That:
 - (i) the Authority, on behalf of the Commonwealth, grants over that part of the land identified as a 'proposed services easement' on the Deposited Plan, a reservation ('Reservation') in favour of the relevant provider (referred to as the "service provider");
 - (ii) the service provider may:
 - (A) provide, maintain and replace services supplied by that service provider through the land within the site of the Reservation; and
 - (B) do anything reasonably necessary for that purpose, including without limitation:
 - (1) entering or passing through the land;
 - (2) taking anything on to the land; and
 - (3) carrying out work, including without limitation, constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment;

- (iii) in exercising the powers in Clause 2(f)(ii), the service provider must take all reasonable steps to:
 - (A) ensure that the work carried out on the land causes as little disruption, inconvenience and damage as is practicable; and
 - (B) ensure that the land is restored as soon as practicable to a condition that is similar to its condition before the work was carried out;
- (iv) Clause 2(f)(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, “services”, 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;
- (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 Tree Protection Act 2005, applies;
- (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;

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

3. IT IS MUTUALLY COVENANTED AND AGREED as follows:

- (a) That if:
 - (i) 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
 - (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;
- (b) That acceptance of rent or other moneys by the Authority during or after any period referred to in Clauses 3(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;
- (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;
- (d) That any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Authority and delivered to or sent in a prepaid letter addressed to the Lessee at the land or at the usual or last-known address of the Lessee or affixed in a conspicuous position on the premises;
- (e) Any and every right, power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory or as the case may be by:
 - (i) the Authority;
 - (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
 - (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning Act 2023.

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:)

Sharon Harmer
.....
Delegate

Darren Skipworth

[Signature]
.....
Witness

The Official Seal of the)
COMMISSIONER FOR SOCIAL)
HOUSING was hereunto affixed in the)
presence of:)



Sarah Shields
.....
Name in full

TAYLOR BEATON - P07781
.....
Name in full

[Signature]
.....
Signature

[Signature]
.....
Signature