

2022

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

TENTH ASSEMBLY

Statement of Leases granted for direct sales

1 April 2022 to 30 June 2022

**Presented by
Mick Gentleman MLA
Minister for Planning and Land Management
August 2022**

**SCHEDULE OF LEASES Granted Under Section 238(1)(d) of the *Planning and Development Act 2007*
for the Period 1 April 2022 to 30 June 2022**

LESSEE	DISTRICT/ DIVISION	SECTION	BLOCK	LAND AREA	SALE PRICE (Incl GST)	CONCESSION / CHARGING POLICY	ACT	DATE GRANTED
Goongarline Pty Limited	GUNGAHLIN	251	1, 2 & 3	146.6 m2	\$18,838	Market Value	Planning and Development Act 2007	13-Apr-22

**EXECUTIVE LEASES – NEW or SURRENDER/REGRA NT - (residue of original lease term when consolidating/partial surrender)
for the Period 1 April 2022 to 30 June 2022**

CUSTODIAN	DISTRICT/ DIVISION	SECTION	BLOCK	LAND AREA	ACT	DATE OF OFFER	DATE GRANTED
ACT Property Group	COOMBS	52	7	2,902 m2	Planning and Development Act 2007	13-Dec-21	18-May-22
ACT Property Group	RED HILL	28	26	790 m2	Planning and Development Act 2007	10-Jan-22	18-May-22

Single Dwelling House Leases

86 single dwelling Crown leases were granted in total for the quarter

0 Crown leases were granted to a former owner of an asbestos affected property on the First Right of Refusal

0 Crown leases were granted as over the counter post action sales of asbestos affected properties

0 Crown lease were granted as a single dwelling land rent Crown lease

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

AUSTRALIAN CAPITAL TERRITORY

PLANNING AND DEVELOPMENT ACT 2007

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

LEASE GRANTED pursuant to the Planning and Development Act 2007 and the Regulations made under that Act on the ~~THIRTEENTH~~ day of ~~APRIL~~

Two thousand and twenty two WHEREBY THE PLANNING AND LAND AUTHORITY (“the Authority”) ON BEHALF OF THE COMMONWEALTH OF AUSTRALIA (“the Commonwealth”) in exercising its functions grants to

LESSEE **Goongarline Properties Pty Limited (ACN 098 262 938)** a company having its registered office at Australia Square, Level 23, 264-278 George Street Sydney in the State of New South Wales (“the Lessee”) ALL THAT piece or parcel of land

LAND situate in the Australian Capital Territory containing **an area of 137 square metres** or thereabouts limited in depth to RL 625.57 and limited in height to RL632.00 and being **Block 1 Section 251 Division of Gungahlin** and containing a **combined area of 9.6 square metres** or thereabouts unlimited in depth and limited in height to RL625.57 and being **Block 2 and 3 Section 251 Division of Gungahlin** as delineated on **Deposited Plan Number 15332** in the Registrar-General’s Office at Canberra in the said Territory (“the land”) RESERVING unto the Territory all minerals and the right to the use, flow and control of ground water

TERM under the surface of the land TO HOLD unto the Lessee for the term of ninety nine years commencing on the ~~THIRTEENTH~~ day of ~~APRIL~~

Two thousand and twenty two (“the date of the commencement of the lease”) to be used by the Lessee for the purpose set out in Clause 3(b) of this lease only

YIELDING AND PAYING THEREFOR rent in the amount and in the manner and

at the times provided for in this lease and UPON AND SUBJECT TO the covenants conditions and agreements contained in this lease.

INTERPRETATION

1. IN THIS LEASE unless the contrary intention appears:
 - (a) “Authority” means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
 - (b) “building” means any building or structure, constructed or partially constructed or to be constructed, as the context permits or requires, on or under the land;
 - (c) “gross floor area” means the sum of the area of all floors of the building measured from the external faces of the exterior walls, or from the centre lines of walls separating the building from any other building, excluding any area used solely for rooftop fixed mechanical plant and/or basement carparking;
 - (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) “minor use” means the use of land for a purpose that is incidental to the use and development of land in the zone and includes but is not limited to open space; public car parking; community path systems; shared circulation spaces (such as lift wells, stair wells); minor service reticulation; other utility services that do not exclude other uses from the land; street furniture and the like.
 - (f) “premises” means the land and any building or other improvements on the land;

- (g) “RL” (Reduced Level) means the vertical height in metres related to the Australian Height Datum;
- (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:

- | | |
|---------------------------|---|
| RENT | (a) That the Lessee shall pay to the Authority rent at the rate of five cents per annum if and when demanded payable within one month of the date of any demand made by the Authority relating thereto and served on the Lessee; |
| MANNER OF PAYMENT OF RENT | (b) That any rent or other moneys payable by the Lessee to the Authority under this lease shall be paid to such person as may be authorised by the Authority for that purpose at Canberra in the said Territory without any deduction whatsoever. |

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

- | | |
|---------------------------|--|
| COMPLETION OF DEVELOPMENT | (a) That the Lessee shall within forty eight (48) months from the date of the commencement of the lease or within such further time as may be approved in writing by the Authority complete the erection of an approved development on the land in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority and in accordance with every Statute Ordinance or Regulation applicable to such development; |
|---------------------------|--|

PURPOSE	(b) To use the premises only for the purpose of Minor Use limited to pedestrian access to a maximum gross floor area of 137 square metres and to consolidate the land with Blocks 1 and 2 Section 9 Division of Gungahlin.
GROSS FLOOR AREA	(c) That the combined gross floor area of all buildings erected on Block 1 Section 251 Division of Gungahlin shall not exceed 137 square metres;
PRESERVATION OF TREES	(d) That the Lessee shall not, without the previous consent in writing of the Territory, remove any tree: <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>Tree Protection Act 2005</u>, applies;
FACILITIES AND ACCESS FOR PERSONS WITH A DISABILITY	(e) That the Lessee shall provide and maintain facilities and access on the land for persons with a disability in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;
SERVICE AREAS	(f) 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	(g) 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	(h) 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	(i) If and whenever the Lessee is in breach of the Lessee's obligations to maintain repair and keep in repair the premises the Authority may by notice in writing to the Lessee specifying the repairs and maintenance needed require the Lessee to effect the necessary work in accordance with the notice. If the Authority is of the opinion that a building or some other improvement on the land is beyond reasonable repair the Authority may by notice in writing to the Lessee require the Lessee to remove the building or improvement and may require the Lessee to construct a new building or improvement in place of that removed within the time specified in the notice. If the Lessee does not carry out the required work within the time specified by the Authority any person or persons duly authorised by the Authority with such equipment as is necessary

may enter the premises and carry out the necessary work and all costs and expenses incurred by the Authority in carrying out the work shall be paid by the Lessee to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Lessee;

RIGHT OF
INSPECTION

- (j) Subject to the provisions of the Planning and Development Act 2007 to permit any person or persons authorised by the Authority to enter and inspect the premises at all reasonable times and in any reasonable manner;

RATES AND
CHARGES

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

4. THE COMMONWEALTH COVENANTS WITH THE LESSEE as follows:

QUIET
ENJOYMENT

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

5. IT IS MUTUALLY COVENANTED AND AGREED as follows:

TERMINATION

- (a) That if:
- (i) any rent or other moneys payable under this lease shall remain unpaid for three months next after the date appointed for payment thereof (whether such rent or other moneys shall have been formally demanded or not); or
 - (ii) an approved development in accordance with Clause 3(a) of this lease is not completed within the period specified in the said Clause; or
 - (iii) after completion of an approved development as aforesaid the said land is at any time not used for a period of one year for the purpose for which this lease is granted; or
 - (iv) the Lessee shall fail to observe or perform any other of the covenants 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), (iii), (iv) or (v) of this lease shall not prevent or impede the exercise by the Authority of the powers conferred upon it by the said Clauses;

FURTHER LEASE

- (c) Subject to the Lessee paying all money required to be paid under the provisions of the Planning and Development Act 2007 the Lessee shall be entitled to a further lease of the land for such further term and at such rent and subject to such conditions as may then be provided or permitted by Statute Ordinance or Regulation;

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 and Development Act 2007.

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

Signed by *Graham Meade*)
a delegate authorised to execute this lease)
on behalf of the Commonwealth in the)
presence of *CHRIS SPARKE*)

[Signature]
.....
Delegate

[Signature]
.....
Witness

Signed by Goongarline Properties Pty Limited)
(A.C.N. 098 262 938) by:)

[Signature]
.....
Signature

PETER ANTHONY VOGLIOTTI
.....
Name in full

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

[Signature]
.....
Signature

CHRISTOPHER JOHN WILSON
.....
Name in full

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

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

AUSTRALIAN CAPITAL TERRITORY

PLANNING AND DEVELOPMENT ACT 2007

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

LEASE GRANTED pursuant to the Planning and Development Act 2007 and the Regulations made under that Act on the eighteenth day of May Two thousand and twenty two WHEREBY THE PLANNING AND LAND AUTHORITY ("the Authority") ON BEHALF OF THE COMMONWEALTH OF AUSTRALIA ("the Commonwealth") in exercising its functions grants to the **AUSTRALIAN CAPITAL TERRITORY** whose registered address is care of ACT Property Group, Chief Minister's Treasury and Economic Development Directorate, 255 Canberra Avenue Fyshwick in the Australian Capital Territory ("the Lessee") ALL THAT piece or parcel of land situated in the Australian Capital Territory containing an area of **2,902 square metres** or thereabouts and being **Block 7 Section 52 Division of Coombs** as delineated on **Deposited Plan Number 11262** 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 **eighteenth day of May Two thousand and twenty two** ("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.

LESSEE

LAND

TERM

INTERPRETATION 1. IN THIS LEASE unless the contrary intention appears:

- (a) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (b) "premises" means the land building and all other improvements on the land;
- (c) "Territory" means:
 - (i) when used in a geographical sense the Australian Capital Territory; and
 - (ii) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- (d) "Territory Plan" means the Territory Plan as in effect from time to time under the Planning and Development Act 2007;
- (e) words in the singular include the plural and vice versa;
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- (g) a reference in this lease to any statute or statutory provision shall include reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

2. THE LESSEE COVENANTS WITH THE COMMONWEALTH as follows:

TRANSFER

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

BUILDING SUBJECT TO APPROVAL

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

PRESERVATION OF TREES

- (c) That the Lessee shall not, without the previous consent in writing of the Territory, remove any tree:
 - (i) that has been identified in a development approval for retention during the period allowed for construction of the building; or
 - (ii) to which the Tree Protection Act 2005, applies.

3. IT IS MUTUALLY COVENANTED AND AGREED as follows:

EXERCISE OF POWERS

- (a) Any and every right, power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory or as the case may be by:
 - (i) the Authority;
 - (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
 - (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Development Act 2007.

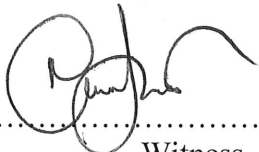
IN WITNESS whereof the Authority on behalf of the Commonwealth and the Lessee have executed this lease.

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



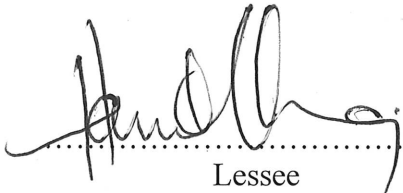
 Delegate

Darren Skipworth



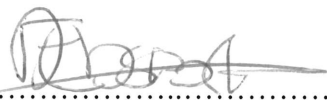
 Witness

SIGNED SEALED AND DELIVERED by)
Harriet Spring)
 position no. 45629, ACT Property Group,)
 Chief Minister's Treasury and Economic)
 Development Directorate for and on behalf)
 of the Australian Capital Territory in the)
 presence of:)



 Lessee

Adam Ebsworth



 Witness

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

AUSTRALIAN CAPITAL TERRITORY

PLANNING AND DEVELOPMENT ACT 2007

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TERM

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 - (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);
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2. THE LESSEE COVENANTS WITH THE COMMONWEALTH as follows:

TRANSFER

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BUILDING SUBJECT TO APPROVAL

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

PRESERVATION OF TREES

- (c) That the Lessee shall not, without the previous consent in writing of the Territory, remove any tree:
 - (i) that has been identified in a development approval for retention during the period allowed for construction of the building; or
 - (ii) to which the Tree Protection Act 2005, applies.

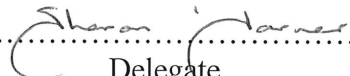
3. IT IS MUTUALLY COVENANTED AND AGREED as follows:

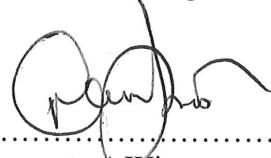
EXERCISE OF POWERS

- (a) Any and every right, power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory or as the case may be by:
 - (i) the Authority;
 - (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
 - (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Development Act 2007.

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

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




 Delegate


 Witness


Darren Skipworth

SIGNED SEALED AND DELIVERED by)
 Harriet Spring)
 position no. 45629 , ACT Property Group,)
 Chief Minister's Treasury and Economic)
 Development Directorate for and on behalf)
 of the Australian Capital Territory in the)
 presence of:)



 Lessee

Adam Ebsworth



 Witness