

**2025**

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

**ELEVENTH ASSEMBLY**

**Statement of Leases Granted for the period 1 January to 31 March 2025  
pursuant to the *Planning Act 2023*, s268(2)**

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



**DIRECT SALE LEASES for the Period 1 January 2025 to 31 March 2025**

| LESSEE                                                                      | DISTRICT/<br>DIVISION | SECTION | BLOCK     | LAND AREA | SALE PRICE<br>(Inc. GST) | CONSESSION /<br>CHARGING POLICY | LEGISLATION                              |
|-----------------------------------------------------------------------------|-----------------------|---------|-----------|-----------|--------------------------|---------------------------------|------------------------------------------|
| Australian Capital Territory - Infrastructure Canberra                      | Gungahlin             | 232     | 2         | 3010 sqm  | <i>Nil</i>               | Executive Lease                 | <i>Planning Act 2023</i>                 |
| Icon Distribution Investments Limited and Jemena Networks (ACT) Pty Limited | Lawson                | 5       | 4 and 5   | 9246 sqm  | <i>\$456,500</i>         | Market Value                    | <i>Planning Act 2023</i>                 |
| St Athanasius Jacobite Syrian Orthodox Church                               | Rivett                | 28      | 23        | 2701 sqm  | <i>\$64,867</i>          | Concession                      | <i>Planning and Development Act 2007</i> |
| Lolita (ACT) No 1 Pty Ltd and Lolita (ACT) No 2 Pty Ltd                     | Fyshwick              | 47      | 12 and 13 | 23336 sqm | <i>\$1</i>               | Market Value                    | <i>Planning Act 2023</i>                 |

**Single Dwelling House Leases**

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

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

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

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

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

**AUSTRALIAN CAPITAL TERRITORY**

**PLANNING ACT 2023**

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

LEASE GRANTED pursuant to the Planning Act 2023 and the Regulations made under that Act on the *fifteenth* day of *January* **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**

LESSEE **CAPITAL TERRITORY** whose registered address is care of Infrastructure Canberra having its office at 255 Canberra Avenue Fyshwick in the Australian Capital Territory (“the Lessee”) ALL THAT piece or parcel of land situate in the Australian Capital Territory containing

LAND **an area of 3010 square metres** or thereabouts and being **Block 2 Section 232 Division of Gungahlin** 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

TERM for the term of **ninety nine years** commencing on the *fifteenth* day of *January* **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) "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) "premises" means the land building and all other improvements on the land;
- (d) "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);
- (e) "Territory Plan" means the Territory Plan as in effect from time to time under the Planning Act 2023;
- (f) words in the singular include the plural and vice versa;
- (g) words importing one gender include the other genders;
- (h) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

2. THE LESSEE FURTHER 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

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 Karen Walker )  
a delegate authorised to execute this lease )  
on behalf of the Commonwealth in the )  
presence of Simon Baker )

K Walker )  
..... )  
Delegate )  
S Baker )  
..... )  
Witness )

SIGNED SEALED AND DELIVERED by )  
position number P45129 )  
Infrastructure Canberra for and on behalf of )  
the Australian Capital Territory in the )  
presence of: PRINKA D DHINGRA )

Phillipa Speeds )  
..... )  
Delegate )  
Prinka D Dhingra )  
..... )  
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)

LEASE GRANTED pursuant to the Planning Act 2023 and the Regulations made under that Act on the *fourth* day of *February* 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 Icon Distribution

LESSEE Investments Limited (ACN 073 025 224 ) and Jemena Networks (ACT) Pty Limited (ACN 008 552 663 ) a partnership having its registered office at ActewAGL House Level 6, 40 Bunda Street Canberra in the Australian Capital Territory as joint tenants (“the Lessee”) ALL THAT piece or parcel of land situate

LAND in the Australian Capital Territory containing **an area of 140 square metres** or thereabouts and being **Block 4 Section 5 Division of Lawson** and containing **an area of 9106 square meteres or thereabouts** and being **Block 5 Section 5 Division of Lawson** as delineated on **Deposited Plan Number 16462** in the Registrar-General’s Office at Canberra in the said Territory (“the land”) RESERVING unto the Territory all minerals and the right to the use, flow and control of ground water under the surface of the land TO HOLD unto the Lessee

TERM for the term of ninety nine years commencing on the *fourth* day of *February* **Two thousand and twenty five** (“the date of the commencement of the lease”) to be used by the Lessee for the purpose set out in Clause 3(d) of this lease only YIELDING AND PAYING THEREFOR rent in the amount and in the manner and at the times provided for in this lease and UPON

AND SUBJECT TO the covenants conditions and agreements contained in this lease.

## INTERPRETATION

1. IN THIS LEASE unless the contrary intention appears:

- (a) “Authority” means the 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) “consolidation” has the same meaning as in Section 256 of the Planning Act 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 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<br>PAYMENT<br>OF RENT | (b) That any rent or other moneys payable by the Lessee to the Authority under this lease shall be paid to such person as may be authorised by the Authority for that purpose at Canberra in the said Territory without any deduction whatsoever. |

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

- |                                                           |                                                                                                                                                                                                                                                                                                                                                                          |
|-----------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PURPOSE                                                   | (a) To use the premises only for the purpose of consolidation with Block 1 Section 5 Division of Lawson.                                                                                                                                                                                                                                                                 |
| PRESERVATION<br>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"> <li>(i) that has been identified in a development approval for retention during the period allowed for construction of the building; or</li> <li>(ii) to which the <u>Urban Forest Act 2023</u>, applies;</li> </ul> |
| FACILITIES AND<br>ACCESS FOR PERSONS<br>WITH A DISABILITY | (c) 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                                             | (d) 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

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

REPAIR

- (f) 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

- (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;

RIGHT OF  
INSPECTION

- (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;

RATES AND  
CHARGES

- (i) 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) associated works in accordance with Clause 3(b) of this lease are not completed within the period specified in the said Clause; or
- (iv) after completion of an approved development as aforesaid the said land is at any time not used for a period of one year for the purpose for which this lease is granted; or
- (v) the Lessee shall fail to observe or perform any other of the covenants 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 Act 2023 the Lessee shall be entitled to a further lease of the land for such further term and at such rent and subject to such conditions as may then be provided or permitted by Statute Ordinance or Regulation;

NOTICES

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

the Lessee does not have a registered office in the said Territory then at the usual or last-known address of the Lessee or affixed in a conspicuous position on the premises;

EXERCISE OF  
POWERS

- (e) Any and every right, power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory or as the case may be by:
- (i) the Authority;
  - (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
  - (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning Act 2023.

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

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

)  
)  
)  
)  
.....  
Delegate

.....  
Ashleigh Francis  
Witness

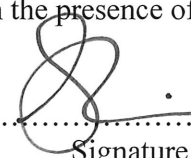


Signed by Icon Distribution Investments Limited)  
(A.C.N. 073 025 224)

)  
... )

  
.....  
By executing this document the  
attorney states that the attorney has  
received no notice of revocation of the  
power of attorney.

By John Knox, Chief Executive Officer of  
ActewAGL as its attorney under power of attorney  
ACT registered no. 0138518  
in the presence of

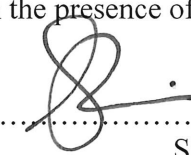
  
.....  
Signature of witness

GREGORY JENKINS  
.....  
Name in full of witness

Signed by Jemena Networks (ACT) Pty Ltd )  
(A.C.N. 008 552 663) )  
)

  
.....  
By executing this document the  
attorney states that the attorney has  
received no notice of revocation of the  
power of attorney.

By John Knox, Chief Executive Officer of  
ActewAGL as its attorney under power of attorney  
ACT registered no. 0138518  
in the presence of

  
.....  
Signature of witness

GREGORY JENKINS  
.....  
Name in full of witness

**This is a concessional  
lease - s238(2) Planning  
and Development Act 2007**

**AUSTRALIAN CAPITAL TERRITORY**

**PLANNING AND DEVELOPMENT ACT 2007**

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

LEASE GRANTED pursuant to the Planning and Development Act 2007 and the Regulations made under that Act on the *eleventh* day of *March* Two thousand and twenty-five WHEREBY THE PLANNING AND LAND AUTHORITY ("the Authority") ON BEHALF OF THE COMMONWEALTH OF AUSTRALIA ("the Commonwealth") in exercising its functions grants to the LESSEE **St Athanasius Jacobite Syrian Orthodox Church** a body corporate Incorporated under the Associations Incorporation Act 1991 whose registered address is 79 Proudfoot Rise Taylor in the Australian Capital Territory ("the Lessee") ALL THAT piece or parcel of land situate in the Australian Capital Territory containing LAND **an area of 2701 square metres** or thereabouts and being **Block 23 Section 28 Division of Rivett** as delineated on **Deposited Plan Number 12540** in the Registrar-General's Office at Canberra in the said Territory ("the land") RESERVING unto the Territory all minerals and the right to the use, flow and control of ground water under the surface of the land TO HOLD unto the Lessee for TERM the term of ninety nine years commencing on the *eleventh* day of *March* **Two thousand and twenty-five** ("the date of the commencement of the lease") to be used by the Lessee for the purpose set out in Clause 3(d) of this lease only YIELDING AND PAYING THEREFOR rent in the amount and in the manner and at the times provided for in this lease and UPON AND SUBJECT TO the covenants conditions and agreements contained in this lease.

## INTERPRETATION

1. IN THIS LEASE unless the contrary intention appears:

- (a) “Authority” means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (b) “building” means any building or structure, constructed or partially constructed or to be constructed, as the context permits or requires, on or under the land;
- (c) “Lessee” shall:
  - (i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
  - (ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy be deemed to include the said persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of them; and
  - (iii) where the Lessee is a corporation be deemed to include such corporation its successors and assigns;
- (d) “place of worship” means means the use of land for the primary purposes of religious worship and associated activities by a congregation, religious group, or members of the public whether or not the premises are also used for religious instruction, tuition, meetings, training and other community activity.
- (e) “premises” means the land and any building or other improvements on the land;
- (f) “religious associated” use means means the use of land for the activities conducted by religious organisations other than for worship and may include residential accommodation by ministers of religion.
- (g) “Territory” means:
  - (i) when used in a geographical sense the Australian Capital Territory; and
  - (ii) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);

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

2. THE LESSEE COVENANTS WITH THE COMMONWEALTH as follows:

RENT

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

MANNER OF  
PAYMENT OF  
RENT

- (b) That any rent or other moneys payable by the Lessee to the Authority under this lease shall be paid to such person as may be authorised by the Authority for that purpose at Canberra in the said Territory without any deduction whatsoever.

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

COMPLETION  
OF DEVELOPMENT

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

ASSOCIATED  
WORKS

- (b) That the Lessee shall complete within forty eight (48) months from the date of the commencement of the lease or within such further time as may be approved in writing by the Authority for that purpose, and prior to the commencement of any trading or business from the premises, complete the design and construction of:
  - (i) provision of new HD2 driveway;
  - (ii) removal of three trees;
  - (iii) demolition of existing external footpath and construction of new 1.5m wide footpath within block 24 section 28 Rivett;
  - (iv) any other works required by TCCS as a result of an audit on submitted plans for design approval; and

including all ancillary works and fittings in accordance with the prescribed conditions for associated works and plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;

#### INDEMNITY

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

#### PURPOSE

- (d) To use the premises only for the purpose place of worship and religious associated use.

#### EASEMENT FOR SERVICES

- (e) That:
  - (i) the Authority, on behalf of the Commonwealth, grants over that part of the land identified as a services easement on the Deposited Plan an easement ("Easement") in favour of the relevant provider (referred to as the "service provider");
  - (ii) the service provider may:
    - (A) provide, maintain and replace services supplied by that service provider through the land within the site of the Easement; and
    - (B) do anything reasonably necessary for that purpose, including without limitation:
      - (1) entering or passing through the land;
      - (2) taking anything on to the land; and
      - (3) carrying out work, including without limitation, constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment;

- (iii) in exercising the powers in Clause 3(e)(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 3(e)(iii)(B), does not require the service provider to restore:
  - (A) the land to a condition that would result in:
    - (1) an interference with:
      - (i) any service on or through the land; or
      - (ii) access to any service on or through the land; or
    - (2) a contravention of a law of the Territory; or
  - (B) any building or structure placed or constructed on any part of the land comprising the Easement;
- (v) the Lessee must not place or construct, nor permit to be placed or constructed, a building or structure or any part of a building or structure on any part of the land comprising the Easement UNLESS written advice from the service provider is obtained;
- (vi) for the purposes of the Easement, "services", includes, without limitation, 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;

SUBDIVISION  
NOT PERMITTED

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

CARPARKING

- (g) That the Lessee shall provide and maintain an approved drained and sealed carparking area on the land to a standard acceptable to the Authority in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;

|                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-----------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PAVING AND<br>LANDSCAPING                                 | (h) That the Lessee shall provide and maintain paving and landscaping on the land to a standard acceptable to the Authority in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| PRESERVATION OF<br>TREES                                  | <p>(i) That the Lessee shall not without the previous consent in writing of the Territory remove any tree:</p> <p>(i) that has been identified in a development approval for retention during the period allowed for construction of the building; or</p> <p>(ii) to which the <u>Urban Forest Act 2023</u>, applies;</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| LIGHTING                                                  | (j) That the Lessee shall illuminate and keep illuminated all public access areas, carparks and driveways on the land at the Lessee's cost during the evening hours of operation to a standard acceptable to the Authority in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;                                                                                                                                                                                                                                                                                                                                                                                                                       |
| FACILITIES AND<br>ACCESS FOR PERSONS<br>WITH A DISABILITY | (k) 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                                             | (l) 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<br>SUBJECT<br>TO APPROVAL                        | (m) 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                                                    | (n) 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<br>REPAIR                                      | (o) 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

- (p) 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

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

ASSIGNMENT AND  
SUBLETTING

- (r) That the Lessee shall deal with the premises only in accordance with section 265 of the Planning and Development Act 2007.

4. THE COMMONWEALTH COVENANTS WITH THE LESSEE as follows:

QUIET  
ENJOYMENT

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

5. IT IS MUTUALLY COVENANTED AND AGREED as follows:

TERMINATION

- (a) That if:
- (i) any rent or other moneys payable under this lease shall remain unpaid for three months next after the date appointed for payment thereof (whether such rent shall have been formally demanded or not); or
  - (ii) an approved development in accordance with Clause 3(a) of this lease is not completed within the period specified in the said Clause; or
  - (iii) associated works in accordance with Clause 3(b) of this lease are not completed within the period specified in the said Clause; or
  - (iv) after completion of an approved development as aforesaid the said land is at any time not used for a period of one year for the purpose for which this lease is granted; or



- (v) the Lessee shall fail to observe or perform any other of the covenants contained in this lease on the part of the Lessee to be observed or performed and shall have failed to remedy such breach within a period of six months from the date of service on the Lessee of a notice in writing from the Authority specifying the nature of such breach

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

#### ACCEPTANCE OF RENT

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

#### WITHDRAWAL

- (c) That:

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

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

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

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

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

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

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

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

- (iii) as soon as practicable after the Withdrawal Date, the Authority must:
  - (A) make or cause to be made a plan for lodging at the Registrar-General's Office at Canberra delineating the Land Withdrawn;
  - (B) provide the Lessee with a copy of the plan as conclusive evidence of the Land Withdrawn; and
  - (C) give notice to the Lessee requesting the Lessee to produce the Lessee's copy of the lease or Certificate of Title at the Registrar-General's Office for registration of the withdrawal and the Lessee shall within fourteen days after receiving the notice and at the Lessee's own expense comply with the notice;
- (iv) if the whole or any portion or portions of the land is withdrawn under this Clause the Lessee shall be entitled to compensation from the Authority for lawful improvements on the Land Withdrawn, as if this lease had expired in respect of the Land Withdrawn, pursuant to the Planning and Development Act 2007;
- (v) this Clause ceases to have effect if this lease is varied to remove its concessional status pursuant to the Planning and Development Act 2007; and
- (vi) to remove any doubt and subject to Clause 5(c)(v), the Authority may act in accordance with this Clause on more than one (1) occasion;

#### FURTHER LEASE

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

#### NOTICE

- (e) That any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Authority and delivered to or sent in a prepaid letter addressed to the Lessee at the registered office of the Lessee in the said Territory BUT if for any reason the Lessee does not have a registered office in the said Territory then at the usual or last-known address of the Lessee or affixed in a conspicuous position on the premises;

EXERCISE OF  
POWERS

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

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

Signed by SHOBARDEEP SINGH KANDOLA )  
a delegate authorised to execute this lease )  
on behalf of the Commonwealth in the )  
presence of Katherine Hicks )

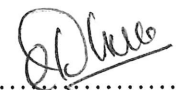
  
.....  
Delegate  
  
.....  
Witness

Signed by St Athanasius Jacobite Syrian )  
Orthodox Church Incorporated by: )

  
.....  
Signature

M. ANU PAUL  
.....  
Name in full

TRUSTEE OF THE CHURCH  
.....  
Position Held

  
.....  
Signature

ELDHOSE KALLIDUMBIL KURIAN  
.....  
Name in full

SECRETARY OF THE CHURCH  
.....  
Position Held

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 *eighteenth* day of *March* 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 **LOLITA (ACT) NO 1**

LESSEE **PTY LTD A.C.N. 106 428 835** a company having its registered office at 'Building 7' 1 Dairy Road Fyshwick in the Australian Capital Territory and **LOLITA (ACT) NO 2 PTY LTD A.C.N. 106 428 844** a company having its registered office at 'Building 7' 1 Dairy Road Fyshwick in the Australian Capital Territory as tenants in common (“the Lessee”) ALL THAT piece or parcel of land

LAND **Block 12 Section 47 Division of Fyshwick** containing **an area of 2216 square metres** or thereabouts and **Block 13 Section 47 Division of Fyshwick** containing **an area of 2.112 hectares** or thereabouts as delineated on **Deposited Plan Number 16227** 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 *eighteenth* day of *March* **Two thousand and twenty five** (“the date of the commencement of the lease”) to be used by the Lessee for the purpose set out in Clause 3(a) of this lease only YIELDING AND PAYING THEREFOR rent in the amount and in the manner and at the times provided for in this lease and UPON AND SUBJECT TO the covenants conditions and agreements contained in this lease.

## INTERPRETATION

1. IN THIS LEASE unless the contrary intention appears:

- (a) “Authority” means the Territory Planning Authority established by section 16 of the Planning Act 2023;
- (b) “building” means any building or structure, constructed or partially constructed or to be constructed, as the context permits or requires, on or under the land;
- (c) “Lessee” shall:
  - (i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
  - (ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy be deemed to include the said persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of them; and
  - (iii) where the Lessee is a corporation be deemed to include such corporation its successors and assigns;
- (d) “premises” means the land and any building or other improvements on the land;
- (e) “Territory” means:
  - (i) when used in a geographical sense the Australian Capital Territory; and
  - (ii) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- (f) words in the singular include the plural and vice versa;
- (g) words importing one gender include the other genders;
- (h) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

2. THE LESSEE COVENANTS WITH THE COMMONWEALTH as follows:

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

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

- |                                                           |                                                                                                                                                                                                                                                                                                                       |
|-----------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PURPOSE                                                   | (a) To use the premises only for the purpose of consolidation with Blocks 11 and 12 Section 38 Division of Fyshwick.                                                                                                                                                                                                  |
| CARPARKING                                                | (b) That the Lessee shall provide and maintain an approved drained and sealed carparking area on the land to a standard acceptable to the Authority in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;                          |
| LANDSCAPING                                               | (c) That the Lessee shall provide and maintain landscaping on the land to a standard acceptable to the Authority in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;                                                             |
| PRESERVATION<br>OF TREES                                  | (d) That the Lessee shall not, without the previous consent in writing of the Territory, remove any tree:<br><br>(i) that has been identified in a development approval for retention during the period allowed for construction of the building; or<br><br>(ii) to which the <u>Urban Forest Act 2023</u> , applies; |
| FACILITIES AND<br>ACCESS FOR PERSONS<br>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 Act 2023 to permit any person or persons authorised by the Authority to enter and inspect the premises at all reasonable times and in any reasonable manner;

RATES AND  
CHARGES

- (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) 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 Jeremy Smith )  
a delegate authorised to execute this lease )  
on behalf of the Commonwealth in the )  
presence of Ashleigh Francis )

  
.....  
Delegate

  
.....  
Witness

Signed by **LOLITA (ACT) NO 1 PTY LTD A.C.N. 106 428 835**  
**A.C.N. 106 428 835** by:

  
.....  
Signature

**Nicholas Christos Kalogeropoulos**  
.....  
Name in full

.....  
Signature

**Johnathon Yianni Efkarpidis**  
.....  
Name in full

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

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

Signed by **LOLITA (ACT) NO 2 PTY LTD**  
**A.C.N. 106 428 844** by:

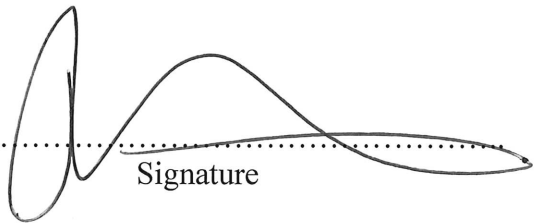


.....  
Signature

**Nicholas Christos Kalogeropoulos**

.....  
Name in full

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



.....  
Signature

**Johnathan Yianni Efkarpidis**

.....  
Name in full

.....  
Director/Secretary

