

**2021**

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

**Statement of Leases granted for direct sales  
1 April 2021 to 30 June 2021**

Mr Mick Gentleman MLA  
Minister for Planning and Land Management  
August 2021



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

LESSEE	DISTRICT/ DIVISION	SECTION	BLOCK	LAND AREA	SALE PRICE (INLC GST)	CONCESSION/ CHARGING POLICY	ACT	DATE GRANTED
Islamic Practice and Dawah Circle Incorporated	SCULLIN	43	27	2,200	\$54,488.50	Concessional	Planning and Development Act 2007	16-Jun-21

**Single Dwelling House Leases**

510 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  
40 Crown leases were granted as over the counter post action sales of asbestos affected properties  
0 Crown lease granted as single dwelling land rent Crown leases  
The 470 remaining Crown leases were granted for single dwelling housing

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

**LESSEE** **ISLAMIC PRACTICE AND DAWAH CIRCLE INCORPORATED** a body corporate incorporated under the Associations Incorporation Act 1991 whose registered address is 117-119 Forrester Road, St Marys, New South Wales (“the Lessee”) ALL THAT piece or parcel of land situate in the Australian Capital

**LAND** Territory containing **an area of 2200 square metres** or thereabouts and being **Block 27 Section 43 Division of Scullin** as delineated on **Deposited Plan Number 11168** 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

**TERM** unto the Lessee for the term of ninety nine years commencing on the *Sixteenth* day of *June* **Two thousand and twenty one** (“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) “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 the use of land for the primary purpose of religious worship and associated activities by a congregation, religious group or member of the public whether or not the premises are also used for religious instruction, tuition, meetings, training and other community activities;
- (e) “premises” means the land and any building or other improvements on the land;
- (f) “Religious associated use” means the use of land for the activities conducted by religious organisations other than for worship or for offices 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; |
| PURPOSE                   | (b) To use the premises only for the purpose of a place of worship and religious associated use;   |
| SUBDIVISION NOT PERMITTED | (c) That subdivision of this lease under the <u>Unit Titles Act 2001</u> is not permitted;   |
| CARPARKING                | (d) That the Lessee shall provide and maintain an approved drained and sealed carparking and bicycle parking 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 LANDSCAPING (e) That the Lessee shall provide and maintain paving and landscaping on the land to a standard acceptable to the Authority in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;
- PRESERVATION OF TREES (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;
- LIGHTING (g) That the Lessee shall illuminate and keep illuminated all public access areas, carparks and driveways on the land at the Lessee's cost during the evening hours of operation to a standard acceptable to the Authority in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;
- FACILITIES AND ACCESS FOR PERSONS WITH A DISABILITY (h) 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 (i) 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 (j) 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 (k) 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 (l) 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

- (m) 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

- (n) 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

- (o) 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) after completion of an approved development as aforesaid the said land is at any time not used for a period of one year for the purpose for which this lease is granted; or
  - (iv) the Lessee shall fail to observe or perform any other of the covenants contained in this lease on the part of the Lessee to be observed or performed and shall have failed to remedy such breach within a period of six months from the date of service on the Lessee of a notice in writing from the Authority specifying the nature of such breach

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

ACCEPTANCE  
OF RENT

- (b) That acceptance of rent or other moneys by the Authority during or after any period referred to in Clauses 5(a) (i), (ii), (iii), (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 *Lea Durie* )  
a delegate authorised to execute this lease )  
on behalf of the Commonwealth in the )  
presence of *Katherine Hicks* )

  
.....  
Delegate

  
.....  
Witness

Signed by **ISLAMIC PRACTICE AND DAWAH CIRCLE INCORPORATED**)  
by: )

  
.....  
Signature

  
.....  
Signature

*Dr. Majharul Talukder*  
.....  
Name in full

*Mohammad Rizaul Kabir Chowdhury*  
.....  
Name in full

*Central Executive Board Member,*  
.....  
Position Held *IPDC*

*member - IPDC*  
.....  
Position Held