

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

**Statement of Leases granted for direct sales  
1 January 2021 to 31 March 2021**

**MAY 2021**

Mr Mick Gentleman MLA  
Minister for Planning and Land Management

**SCHEDULE OF LEASES Granted Under Section 238(d) of the *Planning and Development Act 2007*  
for the Period 1 January 2021 to 31 March 2021**

<b>LESSEE</b>	<b>DISTRICT/ DIVISION</b>	<b>SECTION</b>	<b>BLOCK</b>	<b>LAND AREA</b>	<b>SALE PRICE (INLC GST)</b>	<b>CONCESSION/ CHARGING POLICY</b>	<b>ACT</b>	<b>DATE GRANTED</b>
**AUSTRALIAN NATIONAL UNIVERSITY	CITY	30	8	2267m2	\$126,500	Market Value	Planning and Development Act 2007	03-Apr-20
**AUSTRALIAN NATIONAL UNIVERSITY	CITY	4	8	3229m2	\$18,700,000	Market Value	Planning and Development Act 2007	03-Apr-20
**AUSTRALIAN NATIONAL UNIVERSITY	CITY	28	18	1066m2	\$22,000	Market Value	Planning and Development Act 2007	03-Apr-20
BAPS AUSTRALIAN TERRITORIES LIMITED	TAYLOR	60	2	6838m2	\$80,726.00	Concessional	Planning and Development Act 2007	21-Jan-21

\*\* ANU Crown leases granted 2020 settled 2021 – not previously tabled

LESSEE	DISTRICT/ DIVISION	SECTION	BLOCK	LAND AREA	SALE PRICE (INLC GST)	CONCESSION/ CHARGING POLICY	ACT	DATE GRANTED
AUSTRALIAN NATIONAL UNIVERSITY	ACTON	86	3	6526m2	\$1,815,000.0 0	Market Value	Planning and Development Act 2007	03-Feb-21
AUSTRALIAN NATIONAL UNIVERSITY	CITY	30	6	1440m2	\$159,500	Market Value	Planning and Development Act 2007	03-Feb-21
CANBERRA HINDU MANDIR	MONCRIEF F	23	5	6001m2	\$84,205.00	Concessional	Planning and Development Act 2007	02-Mar-21
SECTION 22 BARTON PTY LTD	BARTON	22	15	954m2	\$1,413,500.0 0	Market Value	Planning and Development Act 2007	02-Mar-21
SECTION 22 BARTON PTY LTD	BARTON	22	13	577m2	\$155,000.00	Market Value	Planning and Development Act 2007	02-Mar-21

**Single Dwelling House Leases**

171 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

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

3 Crown lease granted as single dwelling land rent Crown leases

The 150 remaining Crown leases were granted for single dwelling housing

**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 3<sup>rd</sup> day of April

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

LESSEE **THE AUSTRALIAN NATIONAL UNIVERSITY** a body corporate under the  
Australian National University Act 1991 (C'th) having its registered office at The  
Chancelry, Building 10, East Road, Acton in the Australian Capital Territory (“the  
Lessee”) ALL THAT piece or parcel of land situate in the Australian Capital

LAND Territory containing **an area of 2267 square metres** or thereabouts and being  
**Block 8 Section 30 Division of City** as delineated in **Deposited Plan Number  
11724** 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

TERM Lessee for the term of ninety nine years commencing on the 3<sup>rd</sup> day  
of April **Two thousand and twenty** (“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) “car park” means the use of land specifically allocated for the parking of motor vehicles;
- (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) “major road” means a road that is an arterial road, parkway, highway, or the like and any road identified within the transport services zone;
- (f) “minor road” means a road other than a major road;
- (g) “parkland” means the use of land for recreation, conservation or amenity purposes and includes facilities for the enjoyment and convenience of the public, such as kiosks, car parks, shelters, pavilions, public toilets and the like. The term also includes the use of the land for the management of stormwater drainage, for community paths and landscape buffers, and for other minor utility purposes where such uses can be integrated into the open space system. It has unrestricted public access;
- (h) “premises” means the land and any building or other improvements on the land;

“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 by 31 January 2028 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 for one or more of the following: <ul style="list-style-type: none"><li>(i) car park LIMITED TO ground surface parking only;</li><li>(ii) minor road and/or</li><li>(iii) parkland;</li></ul>   |

EASEMENT FOR SERVICES

- (c) 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(c)(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(c)(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;

CARPARKING

- (d) 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

- (e) 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;

LIGHTING

- (f) 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;

LOADING AND UNLOADING OF VEHICLES

- (g) That the Lessee shall provide and maintain an area for the loading and unloading of vehicles 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

- (h) 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;

- FACILITIES AND ACCESS FOR PERSONS WITH A DISABILITY (i) That the Lessee shall provide and maintain facilities and access on the land for persons with a disability in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;
- SERVICE AREAS (j) That the Lessee shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the premises is suitably screened from public view;
- BUILDING SUBJECT TO APPROVAL (k) That the Lessee shall not without the previous approval in writing of the Authority, except where exempt by law, erect any building, or make any structural alterations to any building, on the land;
- REPAIR (l) That the Lessee shall at all times during the said term maintain repair and keep in repair the premises to the satisfaction of the Authority;
- FAILURE TO REPAIR (m) If and whenever the Lessee is in breach of the Lessee's obligations to maintain repair and keep in repair the premises the Authority may by notice in writing to the Lessee specifying the repairs and maintenance needed require the Lessee to effect the necessary work in accordance with the notice. If the Authority is of the opinion that a building or some other improvement on the land is beyond reasonable repair the Authority may by notice in writing to the Lessee require the Lessee to remove the building or improvement and may require the Lessee to construct a new building or improvement in place of that removed within the time specified in the notice. If the Lessee does not carry out the required work within the time specified by the Authority any person or persons duly authorised by the Authority with such equipment as is necessary may enter the premises and carry out the necessary work and all costs and expenses incurred by the Authority in carrying out the work shall be paid by the Lessee to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Lessee;
- RIGHT OF INSPECTION (n) Subject to the provisions of the Planning and Development Act 2007 to permit any person or persons authorised by the Authority to enter and inspect the premises at all reasonable times and in any reasonable manner;
- RATES AND CHARGES (o) To pay all rates charges and other statutory outgoings assessed levied or payable in respect of the premises as and when they are due for payment.

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 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

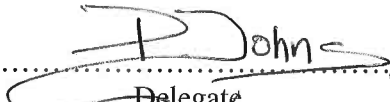
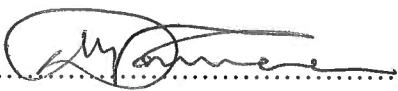
signed by or on behalf of the Authority and delivered to or sent in a prepaid letter addressed to the Lessee at the registered office of the Lessee in the said Territory BUT if for any reason the Lessee does not have a registered office in the said Territory then at the usual or last-known address of the Lessee or affixed in a conspicuous position on the premises;

EXERCISE OF POWERS

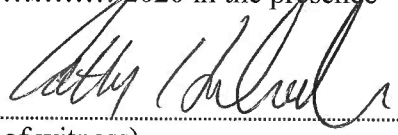
- (e) Any and every right, power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory or as the case may be by:
  - (i) the Authority;
  - (ii) an authority or person for the time being authorised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

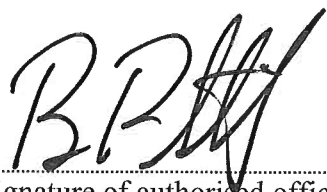
IN WITNESS whereof the Authority on behalf of the Commonwealth and the Lessee have executed this lease.

Signed by Peter Johns )  
 a delegate authorised to execute this lease )  
 on behalf of the Commonwealth in the )  
 presence of Damien McManus )

  
 Delegate  
  
 Witness

SIGNED, SEALED and DELIVERED for )  
**The Australian National University** )  
**ABN 52 234 063 906** by its duly )  
 authorised officer on the 3 day of )  
April 2020 in the presence )  
 of: )

  
 (Signature of witness)

  
 (Signature of authorised officer)  
**Brian P. Summit**  
 (Printed name of authorised officer)

CATNY HABERLE  
(Printed name of witness)

Vice Chancellor.  
(Position of authorised officer)



**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 *3<sup>rd</sup>* day of *April*

Two thousand and twenty WHEREBY THE PLANNING AND LAND

AUTHORITY ("the Authority") ON BEHALF OF THE COMMONWEALTH OF  
AUSTRALIA ("the Commonwealth") in exercising its functions grants to

LESSEE **THE AUSTRALIAN NATIONAL UNIVERSITY** a body corporate under the  
Australian National University Act 1991 (C'th) having its registered office at The  
Chancelry, Building 10, East Road, Acton in the Australian Capital Territory

LAND ("the Lessee") ALL THAT piece or parcel of land situate in the Australian Capital  
Territory containing **an area of 3229 square metres** or thereabouts and being

**Block 8 Section 4 Division of City** as delineated on **Deposited Plan Number**

**11726** in the Registrar-General's Office at Canberra in the said Territory ("the  
land") RESERVING unto the Territory all minerals and the right to the use, flow

and control of ground water under the surface of the land TO HOLD unto the

TERM Lessee for the term of ninety nine years commencing on the *3<sup>rd</sup>* day  
of *April* **Two thousand and twenty** ("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) “ancillary use” means the use of the land for a purpose that is ancillary to the primary use of the land;
- (b) “Authority” means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (c) “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;
- (d) “bulky goods retailing” means a shop which includes a loading dock within the building, and where the goods or materials sold or displayed are of such a size, shape or weight as to require:
  - (i) a large area for handling, storage or display; and/or
  - (ii) direct vehicular access to the site by members of the public, for the purpose of loading goods or materials into their vehicles after purchase, but does not include any shop used primarily for the sale of food or clothing;
- (e) “carpark” means the use of land specifically allocated for the parking of motor vehicles;
- (f) “commercial accommodation use” means guest house, hotel, motel, serviced apartment and tourist resort;
- (g) “community activity centre” means the use of land by a public authority or a body of persons associated for the purpose of providing for the social well-being of the community;
- (h) “commercial accommodation unit” means a room or suite of rooms that is made available on a commercial basis for short term accommodation. A commercial accommodation unit may comprise a dwelling but not a room or suite of rooms within a dwelling. It does not include any associated facility such as a restaurant, bar or functions room, which may be used by the occupants on the premises but, which is also available for use by non occupant members of the public;
- (i) “community use” means childcare centre, community activity centre, community theatre, cultural facility, educational establishment; health facility, hospital, place of worship and religious associated use;
- (j) “department store” means a shop in which goods are sold by separate departments within the shop and from which a significant amount or proportion of retail sales occur from at

least four of the following types of goods: furniture and floor coverings; fabrics and household textiles; clothing; footwear; household appliances; china, glassware and domestic hardware;

- (k) “drink establishment” means the use of land for the sale of alcoholic beverages and spirits to members of the public primarily for consumption on the premises, and which is a licensed premise under the Liquor Act 2010;
- (l) “dwelling” has the same meaning as in the Planning and Development Regulation 2008;
- (m) “educational establishment” means the use of land for the purpose of tuition, training or research directed towards the discovery or application of knowledge, whether or not for the purposes of gain, and may include associated residential accommodation;
- (n) “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;
- (o) “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;
- (p) “office” means the use of land used for the purpose of administration, clerical, technical, professional or like business activities, including a government office, which does not include dealing with members of the public on a direct and regular basis except where this is ancillary to the main purpose of the office;

- (q) “parkland” means the use of land for recreation, conservation or amenity purposes and includes facilities for the enjoyment and convenience of the public, such as kiosks, car parks, shelters, pavilions, public toilets and the like. The term also includes the use of the land for the management of stormwater drainage, for community paths and landscape buffers, and for other minor utility purposes where such uses can be integrated into the open space system. It has unrestricted public access;
- (r) “personal service” means a shop used primarily for selling services and in which the sale of goods is ancillary to the service provided;
- (s) “premises” means the land and any building or other improvements on the land;
- (t) “public transport facility” means the use of land for the assembly, transport or dispersal of passengers travelling by any form of public transport, whether or not such public transport is provided by a public or private agency, and include facilities for the manoeuvring and temporary layover of public transport vehicles and driver amenities;
- (u) “restaurant” means the use of land for the primary purpose of providing food for the consumption on the premises whether or not the premises are licenced premises under the Liquor Act 1975 and whether or not entertainment is provided;
- (v) “retail plant nursery” means a shop used for the propagation and sale of plants, shrubs, trees and garden supplies;
- (w) “serviced apartment” means an apartment that is used as a commercial accommodation unit;
- (x) “shop” means the use of land for the purpose of selling, exposing or offering the sale by retail or hire, goods and personal services and includes bulky goods retailing, department store, personal service, retail plant nursery, supermarket and take-away food shop;
- (y) “supermarket” means a large shop selling food and other household items where the selection of goods is organised on a self-service basis;
- (z) “take-away food shop” means a shop, which is predominantly for the preparation of food and refreshments for consumption elsewhere;

- (aa) "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);
- (bb) words in the singular include the plural and vice versa;
- (cc) words importing one gender include the other genders;
- (dd) 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 by 31 January 2028 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 purposes of community use LIMITED to an educational establishment RESTRICTED TO uses associated with the Australian National University  |

AND IN ADDITION may also be used for any of the following purposes:

- (i) car park;
- (ii) non retail commercial use LIMITED to office;
- (iii) commercial accommodation use RESTRICTED to serviced apartments and FURTHER LIMITED to staff, alumni and guests associated with the Australian National University;
- (iv) community use LIMITED to community activity centre;
- (v) drink establishment;
- (vi) parkland;
- (vii) public transport facility;
- (viii) restaurant; and
- (ix) shop EXCLUDING retail plant nursery

PROVIDED ALWAYS THAT

- (A) the combined gross floor area for office, drink establishment, restaurant and shop will not exceed 10,000 square metres;
- (B) the combined gross floor area of shop will not exceed 3,000 square metres and
- (C) the total combined gross floor area of the associated educational residential accommodation and commercial accommodation use will not exceed 6,000 square metres;

NOISE MANAGEMENT PLAN (c)

That the Lessee must, prior to the use of the premises for drink establishment and restaurant implement noise attenuation measures in accordance with a Noise Management Plan prepared specifically for the proposed use and that has previously been submitted to and endorsed by the Environment Protection Authority or its successor;

EASEMENT FOR SERVICES (d)

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(d)(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(d)(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;

GROSS FLOOR AREA	(e) That the combined gross floor area of all buildings erected on the land, including car parking, does not exceed 34,700 square metres;
SUBDIVISION	(f) That the Lease shall not be subdivided under the <u>Unit Titles Act 2001</u> ;
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;
LANDSCAPING	(h) 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;
LIGHTING	(i) 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;
LOADING AND UNLOADING OF VEHICLES	(j) That the Lessee shall provide and maintain an area for the loading and unloading of vehicles 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	<p>(k) That the Lessee shall not, without the previous consent in writing of the Territory, remove any tree:</p> <p style="margin-left: 40px;">(i) that has been identified in a development approval for retention during the period allowed for construction of the building; or</p> <p style="margin-left: 40px;">(ii) to which the <u>Tree Protection Act 2005</u>, applies;</p>
FACILITIES AND ACCESS FOR PERSONS WITH A DISABILITY	(l) 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	(m) 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 TO<br>APPROVAL | (n) 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                             | (o) 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               | (p) 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<br>INSPECTION             | (q) Subject to the provisions of the <u>Planning and Development Act 2007</u> to permit any person or persons authorised by the Authority to enter and inspect the premises at all reasonable times and in any reasonable manner;  |
| RATES AND<br>CHARGES               | (r) 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) or (iv) of this lease shall not prevent or impede the exercise by the Authority of the powers conferred upon it by the said Clauses;

FURTHER LEASE

- (c) Subject to the Lessee paying all money required to be paid under the provisions of the Planning 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 Peter Johns )  
 a delegate authorised to execute this lease )  
 on behalf of the Commonwealth in the )  
 presence of Damian McNamee )

Peter Johns )  
 Delegate )  
Damian McNamee )  
 Witness )

SIGNED, SEALED and DELIVERED for )  
**The Australian National University ABN** )  
**52 234 063 906** by its duly authorised officer )  
 on the 3 day of April )  
 2020 in the presence of:

Kathy Kellie )  
 (Signature of witness) )

B.P.A. )  
 (Signature of authorised officer)

Brian P. Schmitt )  
 (Printed name of authorised officer)

CATHY HABERLE )  
 (Printed name of witness)

Vice Chancellor )  
 (Position of authorised officer)



**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 3<sup>rd</sup> day of April

Two thousand and twenty WHEREBY THE PLANNING AND LAND

AUTHORITY ("the Authority") ON BEHALF OF THE COMMONWEALTH OF  
AUSTRALIA ("the Commonwealth") in exercising its functions grants to

LESSEE

**THE AUSTRALIAN NATIONAL UNIVERSITY** a body corporate under the  
Australian National University Act 1991 (C'th) having its registered office at The  
Chancery, Building 10, East Road, Acton in the Australian Capital Territory ("the

Lessee") ALL THAT piece or parcel of land situate in the Australian Capital

LAND

Territory containing **an area of 1066 square metres** or thereabouts and being  
**Block 18 Section 28 Division of City** as delineated on **Deposited Plan Number  
11718** in the Registrar-General's Office at Canberra in the said Territory ("the  
land") RESERVING unto the Territory all minerals and the right to the use, flow

and control of ground water under the surface of the land TO HOLD unto the

TERM

Lessee for the term of ninety nine years commencing on the 3<sup>rd</sup> day  
of April **Two thousand and twenty** ("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 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) “parkland” means the use of land for recreation, conservation or amenity purposes and includes facilities for the enjoyment and convenience of the public, such as kiosks, car parks, shelters, pavilions, public toilets and the like. The term also includes the use of the land for the management of stormwater drainage, for community paths and landscape buffers, and for other minor utility purposes where such uses can be integrated into the open space system. It has unrestricted public access.
  - (e) “premises” means the land and any building or other improvements on the land;
  - (f) “Territory” means:
    - (i) when used in a geographical sense the Australian Capital Territory; and
    - (ii) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);

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

2. THE LESSEE COVENANTS WITH THE COMMONWEALTH as follows:

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

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

- |                       |  |
|-----------------------|--|
| PURPOSE               | (a) To use the premises only for the purpose of parkland;  |
| EASEMENT FOR SERVICES | (b) That: <ul style="list-style-type: none"> <li>(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”);</li> <li>(ii) the service provider may:           <ul style="list-style-type: none"> <li>(A) provide, maintain and replace services supplied by that service provider through the land within the site of the Easement; and</li> <li>(B) do anything reasonably necessary for that purpose, including without limitation:               <ul style="list-style-type: none"> <li>(1) entering or passing through the land;</li> <li>(2) taking anything on to the land; and</li> </ul> </li> </ul> </li> </ul> |

- (3) carrying out work, including without limitation, constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment;
- (iii) in exercising the powers in Clause 3(b)(ii), the service provider must take all reasonable steps to:
  - (A) ensure that the work carried out on the land causes as little disruption, inconvenience and damage as is practicable; and
  - (B) ensure that the land is restored as soon as practicable to a condition that is similar to its condition before the work was carried out;
- (iv) Clause 3(b)(iii)(B), does not require the service provider to restore:
  - (A) the land to a condition that would result in:
    - (1) an interference with:
      - (i) any service on or through the land; or
      - (ii) access to any service on or through the land; or
    - (2) a contravention of a law of the Territory; or
  - (B) any building or structure placed or constructed on any part of the land comprising the 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;

- 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 OF TREES (d) 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;
- 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) 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 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

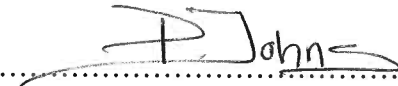
- (d) That any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Authority and delivered to or sent in a prepaid letter addressed to the Lessee at the registered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

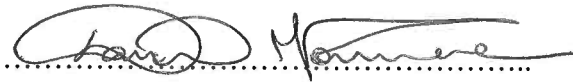
EXERCISE OF  
POWERS

- (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.

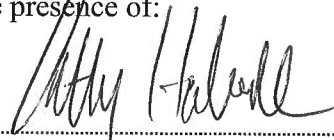
IN WITNESS whereof the Authority on behalf of the Commonwealth and the Lessee have executed this lease.

Signed by Peter Johns )  
a delegate authorised to execute this lease )  
on behalf of the Commonwealth in the )  
presence of DAMIEN McNamara )

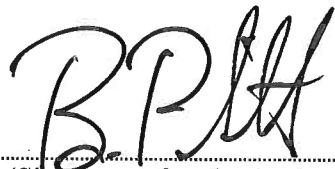
  
.....  
Delegate

  
.....  
Witness

SIGNED, SEALED and DELIVERED for )  
The Australian National University ABN )  
52 234 063 906 by its duly authorised officer )  
on the .....<sup>3</sup>..... day of .....<sup>April</sup>..... )  
2020 in the presence of: )

  
.....  
(Signature of witness) )

CATHY HABERDE  
.....  
(Printed name of witness) )

  
.....  
(Signature of authorised officer)

Brian P. Scamion  
.....  
(Printed name of authorised officer)

Vice Chancellor  
.....  
(Position of authorised officer)

**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 Twentieth day of January

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

LESSEE

**BAPS AUSTRALIAN TERRITORIES LIMITED A.C.N. 623 430 937** whose  
registered address is 34 Bentley Avenue, Kellyville NSW 2155 (“the Lessee”) ALL

LAND

THAT piece or parcel of land situate in the Australian Capital Territory containing  
**an area of 6838 square metres** or thereabouts and being **Block 2 Section 60  
Division of Taylor** as delineated on **Deposited Plan Number 11651** in the  
Registrar-General’s Office at Canberra in the said Territory (“the land”)

TERM

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 Twentieth day of January  
**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(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) “place of worship” means the use of land for the primary purposes of religious worship and associated activities by the 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 activities;
- (d) “religious associated use” means the use of land for the activities conducted by religious organisations other than worship or for offices and may include residential accommodation by ministers of religion;
- (e) “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;
- (f) “premises” means the land and any building or other improvements on the land;

- (g) "Territory" means:
  - (i) when used in a geographical sense the Australian Capital Territory; and
  - (ii) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- (h) words in the singular include the plural and vice versa;
- (i) words importing one gender include the other genders;
- (j) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

2. THE LESSEE COVENANTS WITH THE COMMONWEALTH as follows:

RENT

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

MANNER OF  
PAYMENT OF  
RENT

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

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

COMPLETION  
OF DEVELOPMENT

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

ASSOCIATED  
WORKS

- (b) That the Lessee shall complete within forty-eight (48) months from the date of the commencement of the lease or within such further time as may be approved in writing by the Authority for that purpose, and prior to the commencement of any trading or business from the premises, complete the design and construction of:

- (i) a new exit only Heavy Duty Concrete Driveway from Langmead Street at the South-Western corner of the block in accordance with TCCS current version of the 'Design Standards for Urban Infrastructure Works' and constructed to TCCS current version of the 'Standard Specifications for Urban Infrastructure Works';
- (ii) a Heavy Duty Concrete driveway stub connection in the Southern verge of Robin Boyd Crescent to the property boundary with Kerb and Gutter and to the the existing driveway for both entry and exit in Robin Boyd Crescent;
- (iii) removal of existing new trees directly impacted by the new driveway on Langmead Street as per TCCS standards;
- (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 of a place of worship and religious associated use;

SUBDIVISION  
NOT PERMITTED

- (e) 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 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 (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 TREES (i) 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 (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 ACCESS FOR PERSONS 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 SUBJECT 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 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 *Bruce FITZGERALD* )  
 a delegate authorised to execute this lease )  
 on behalf of the Commonwealth in the )  
 presence of *CHRIS SPARKE* )

*[Signature]* )  
 ..... )  
 Delegate )  
  
*C Spake* )  
 ..... )  
 Witness )

Signed by **BAPS AUSTRALIAN** )  
**TERRITORIES LIMITED** )  
**(A.C.N. 623 430 937)** ) by:

*[Signature]* )  
 ..... )  
 Signature )

*V. D. Brahmhatt* )  
 ..... )  
 Signature )

*SITESH BHATANI* )  
 ..... )  
 Name in full )

*VIVEK BRAHMBHATT* )  
 ..... )  
 Name in full )

*DIRECTOR* )  
 ..... )  
 Position )

*DIRECTOR* )  
 ..... )  
 Position )

**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 *third* day of *February* 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

LESSEE **THE AUSTRALIAN NATIONAL UNIVERSITY** a body corporate under the Australian National University Act 1991 (C'th) having its registered office at The Chancelry, Building 10, East Road, Acton in the Australian Capital Territory ("the Lessee") ALL THAT piece or parcel of land situate in the Australian Capital

LAND Territory containing **an area of 6526 square metres** or thereabouts and being **Block 3 Section 86 Division of Acton** as delineated on **Deposited Plan Number 11723** in the Registrar-General's Office at Canberra in the said Territory ("the land") RESERVING unto the Territory all minerals and the right to the use, flow and control of ground water under the surface of the land TO HOLD unto the

TERM Lessee for the term of ninety nine years commencing on the *third* day of *February*. **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) “educational establishment” means a building or place used for the purpose of tuition or training, whether or not for the purposes of gain and includes:
    - (i) a school;
    - (ii) a tertiary institution, being a university, a college or advanced education teachers college, technical college or other specialist college providing formal education beyond secondary education;
    - (ii) or any other training or education centre including road safety education centres, adult education centres for continuing education or sheltered workshops; and may include associated residential accommodation;
  - (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) “National Capital Authority” means any body, whether incorporated or unincorporated which from time to time exercises substantially the same powers as the powers which are at the date of the commencement of the lease exercised by the National Capital Authority under the Australian Capital Territory Planning and Land Management) Act 1988 (C’t)h);
- (f) “National Capital Plan” means the National Capital Plan prepared by the National Capital Authority under Part III of the Australian Capital Territory Planning and Land Management) Act 1988 (C’t)h);
- (g) “premises” means the land and any building or other improvements on the land;
- (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’t)h);
- (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 twenty four (24) 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 National Capital 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 an educational establishment.
- CARPARKING (c) 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 National Capital Authority;
- LANDSCAPING (d) That the Lessee shall provide and maintain landscaping on the land to a standard acceptable to the Authority in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the National Capital Authority;
- LIGHTING (e) 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 National Capital 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;
- FACILITIES AND ACCESS FOR PERSONS WITH A DISABILITY (g) 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 National Capital Authority;

- SERVICE AREAS (h) That the Lessee shall screen and keep screened all service areas to the satisfaction of the National Capital Authority and the Authority and shall ensure that all plant and machinery contained within the premises is suitably screened from public view;
- BUILDING SUBJECT TO APPROVAL (i) That the Lessee shall not without the previous approval in writing of the National Capital Authority, except where exempt by law, erect any building, or make any structural alterations to any building, on the land;
- REPAIR (j) That the Lessee shall at all times during the said term maintain repair and keep in repair the premises to the satisfaction of the Authority;
- FAILURE TO REPAIR (k) If and whenever the Lessee is in breach of the Lessee's obligations to maintain repair and keep in repair the premises the Authority may by notice in writing to the Lessee specifying the repairs and maintenance needed require the Lessee to effect the necessary work in accordance with the notice. If the Authority is of the opinion that a building or some other improvement on the land is beyond reasonable repair the Authority may by notice in writing to the Lessee require the Lessee to remove the building or improvement and may require the Lessee to construct a new building or improvement in place of that removed within the time specified in the notice. If the Lessee does not carry out the required work within the time specified by the Authority any person or persons duly authorised by the Authority with such equipment as is necessary may enter the premises and carry out the necessary work and all costs and expenses incurred by the Authority in carrying out the work shall be paid by the Lessee to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Lessee;
- RIGHT OF INSPECTION (l) Subject to the provisions of the Planning 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 (m) To pay all rates charges and other statutory outgoings assessed levied or payable in respect of the premises as and when they are due for payment.

4. THE COMMONWEALTH COVENANTS WITH THE LESSEE as follows:

QUIET  
ENJOYMENT

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

5. IT IS MUTUALLY COVENANTED AND AGREED as follows:

TERMINATION

(a) That if:

- (i) any rent or other moneys payable under this lease shall remain unpaid for three months next after the date appointed for payment thereof (whether such rent 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), or (iv) of this lease shall not prevent or impede the exercise by the Authority of the powers conferred upon it by the said Clauses;

FURTHER LEASE

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

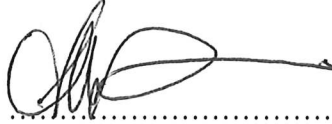
- (d) That any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Authority and delivered to or sent in a prepaid letter addressed to the Lessee at the registered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

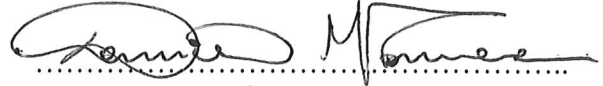
- (e) Any and every right, power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory or as the case may be by:
  - (i) the Authority;
  - (ii) an authority or person for the time being authorised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



.....  
Delegate

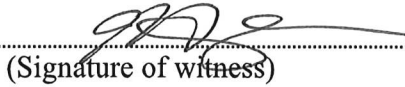


.....  
Witness

SIGNED, SEALED and DELIVERED for )  
**The Australian National University ABN** )  
**52 234 063 906** by its duly authorised officer )  
on the ...17... day of ...November.... )  
2020 in the presence of:



.....  
(Signature of authorised officer)

  
.....  
(Signature of witness)

.....  
(Printed name of authorised officer)

JENNY HYLAND  
.....  
(Printed name of witness)



.....  
(Position of authorised officer)

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 *third* day of *February*  
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

LESSEE **THE AUSTRALIAN NATIONAL UNIVERSITY** a body incorporated under the  
Australian National University Act 1991 and having its registered office at Acton

LAND Canberra in the Australian Capital Territory ("the Lessee") ALL THAT piece  
or parcel of land situate in the Australian Capital Territory containing **an area of**  
**1440 square metres** or thereabouts and being **Block 6 Section 30 Division of**  
**City** as delineated on **Deposited Plan Number 11697** in the Registrar-General's  
Office at Canberra in the said Territory ("the land") RESERVING unto the

TERM 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 *third* day of *February* **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(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 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) "National Capital Authority" means any body, whether incorporated or unincorporated which from time to time exercises substantially the same powers as the powers which are at the date of commencement for the leases exercised by the National Capital Authority under the Australian Capital Territory (Planning and Land Management) Act 1988 (Cth);
- (e) "premises" means the land and any building or other improvements on the land;
- (f) "road" means any way or street, whether in existence or under reserve, open to the public which is provided and maintained for the passage of vehicles, persons and animals and which may include footpaths, community paths, bus lay-bys, turning areas or traffic controls.
- (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 (Cth);
- (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:

- |             |  |
|-------------|--|
| PURPOSE     | (a) To use the premises only for the purpose of a road and ancillary thereto pedestrian and cycle paths, street furniture and landscaping;   |
| LANDSCAPING | (b) That the Lessee shall provide and maintain landscaping on the land to a standard acceptable to the Authority in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the National Capital Authority; |

LIGHTING	(c) That the Lessee shall illuminate and keep illuminated all roads, public access areas, Pedestrian paths, 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 National Capital Authority;
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"> <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>Tree Protection Act 2005</u>, applies;</li> </ul>
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 National Capital Authority;
SERVICE AREAS	(f) That the Lessee shall screen and keep screened all service areas to the satisfaction of the National Capital 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 National Capital 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) 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 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  
a delegate authorised to execute this lease  
on behalf of the Commonwealth in the  
presence of

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

SIGNED, SEALED and DELIVERED for  
The Australian National University  
ABN 52 234 063 906 by its duly  
authorised officer on the ..... day of  
..... 2020 in the presence  
of:

  
.....  
(Signature of witness)

  
.....  
(Signature of authorised officer)

BRIAN P. SCHMIDT  
.....  
(Printed name of authorised officer)

CHRISTOPHER PRICE  
.....  
(Printed name of witness)

VICE Chancellor  
.....  
(Position of authorised officer)

**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 *second* day of *March* 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 **CANBERRA HINDU MANDIR** a body corporate incorporated under the Associations Incorporation Act 1991 whose registered address is 1 Inkerman Street Amaroo in the Australian Capital Territory (“the Lessee”) ALL THAT piece or

LAND parcel of land situate in the Australian Capital Territory containing **an area of 6001 square metres** or thereabouts and being **Block 5 Section 23 Division of Moncrieff** as delineated on **Deposited Plan Number 11653** in the Registrar-General’s Office at Canberra in the said Territory (“the land”) RESERVING unto

TERM 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 *second* day of *March* **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

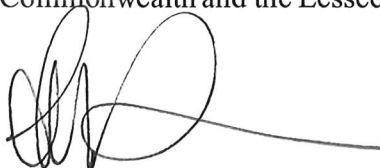
(f) Any and every right, power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory or as the case may be by:

- (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

*K Hicks*  
*Katherine Hicks*  
.....

Witness

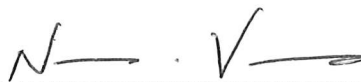
Signed by **CANBERRA HINDU MANDIR** )  
by: )



.....  
Signature

*KRISHNA NADIMPALLI*  
.....

Name in full



.....  
Signature

*NARENDRA VEMULA*  
.....

Name in full

*CHAIR PERSON, CHM*  
.....

Position Held

*Joint secretary*  
.....

Position Held

**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 *second* day of *March* 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

LESSEE

**SECTION 22 BARTON PTY LTD A.C.N 144 701 459** a company having its registered office at 4/3 Sydney Avenue, Barton in the Australian Capital Territory ("the Lessee") ALL THAT piece or parcel of land situate in the Australian Capital Territory containing **an area of 954 square metres** or thereabouts and being

LAND

**Block 15 Section 22 Division of Barton** as delineated on **Deposited Plan Number 12983** 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 *second* day of *March* **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(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 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) “consolidation” has the same meaning as in the Planning and Development Act 2007;
  - (d) “Lessee” shall:
    - (i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
    - (ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy be deemed to include the said persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of them; and
    - (iii) where the Lessee is a corporation be deemed to include such corporation its successors and assigns;
  - (e) “premises” means the land and any building or other improvements on the land;
  - (f) “Territory” means:
    - (i) when used in a geographical sense the Australian Capital Territory; and
    - (ii) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
  - (g) words in the singular include the plural and vice versa;
  - (h) words importing one gender include the other genders;
  - (i) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or

statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

2. THE LESSEE COVENANTS WITH THE COMMONWEALTH as follows:

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

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

- |                       |   |
|-----------------------|---|
| PURPOSE               | (a) To use the premises only for the purpose of consolidation with Block 14 Section 22 Barton;  |
| PRESERVATION OF TREES | (b) 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>Tree Protection Act 2005</u> , applies;  |
| REPAIR                | (d) 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     | (e) 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

- (f) 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

- (g) 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 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;

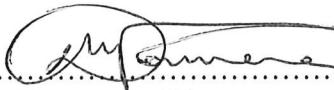
EXERCISE OF  
POWERS

- (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.

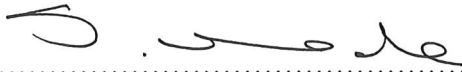
Signed by )  
a delegate authorised to execute this lease )  
on behalf of the Commonwealth in the )  
presence of )

  
.....  
Delegate

  
.....  
Witness

Signed by **SECTION 22 BARTON PTY** )  
**LTD A.C.N. 144 701 459** by: )

*EXECUTED UNDER POWER*  
*OF ATTORNEY NO 0142696*

  
.....  
Signature

**SANDRA MARY WADE**  
.....  
Name in full

  
.....  
Signature

**GAVIN MCLEAN EDGAR**  
.....  
Name in full

.....  
Sole Director/Director/Secretary

.....  
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 *second* day of *March*  
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

LESSEE

**SECTION 22 BARTON PTY LTD A.C.N 144 701 459** a company having its  
registered office at 4/3 Sydney Avenue, Barton in the Australian Capital Territory  
("the Lessee") ALL THAT piece or parcel of land situate in the Australian Capital  
Territory containing an area of **577 square metres** or thereabouts and being

LAND

**Block 13 Section 22 Division of Barton** as delineated on **Deposited Plan  
Number 12983** 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 *second*  
day of *March* **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(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 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) “National Capital Authority” means any body, whether incorporated or unincorporated which from time to time exercises substantially the same powers as the powers which are at the date of the commencement of the lease exercised by the National Capital Authority under the Australian Capital Territory (Planning and Land Management) Act 1988 (C'th);
  - (e) “open space” means land intended for use primarily for public recreation, conservation or amenity purposes and which may include facilities for the enjoyment or convenience of the public;
  - (f) “premises” means the land and any building or other improvements on the land;
  - (g) “Territory” means:
    - (i) when used in a geographical sense the Australian Capital Territory; and
    - (ii) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);

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

2. THE LESSEE COVENANTS WITH THE COMMONWEALTH as follows:

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

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

- |                       |  |
|-----------------------|--|
| PURPOSE               | (a) To use the premises for the purpose of open space and consolidation with Block 14 Section 22 Barton;   |
| LANDSCAPING           | (b) That the Lessee shall provide and maintain landscaping on the land to a standard acceptable to the National Capital Authority in accordance with plans and specifications prepared by the Lessee and submitted to and approved in writing by the National Capital Authority;   |
| LIGHTING              | (c) That the Lessee shall illuminate and keep illuminated all public access areas on the land at the Lessee's cost during the evening hours to the standard acceptable to the Authority in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the National Capital Authority;                    |
| PRESERVATION OF TREES | (d) That the Lessee shall not, without the previous consent in writing of the Territory, remove any tree: <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>Tree Protection Act 2005</u>, applies;</li> </ul> |

- ACCESS FOR PERSONS WITH A DISABILITY (e) That the Lessee shall provide and maintain access on the land for persons with a disability in accordance with plans and specifications prepared by the Lessee and submitted to and approved in writing by the National Capital Authority;
- BUILDING SUBJECT TO APPROVAL (f) That the Lessee shall not without the previous approval in writing of the National Capital Authority erect any building, or make any structural alterations to any building, on the land;
- REPAIR (g) That the Lessee shall at all times during the said term maintain repair and keep in repair the premises to the satisfaction of the Authority;
- FAILURE TO REPAIR (h) If and whenever the Lessee is in breach of the Lessee's obligations to maintain repair and keep in repair the premises the Authority may by notice in writing to the Lessee specifying the repairs and maintenance needed require the Lessee to effect the necessary work in accordance with the notice. If the Authority is of the opinion that a building or some other improvement on the land is beyond reasonable repair the Authority may by notice in writing to the Lessee require the Lessee to remove the building or improvement and may require the Lessee to construct a new building or improvement in place of that removed within the time specified in the notice. If the Lessee does not carry out the required work within the time specified by the Authority any person or persons duly authorised by the Authority with such equipment as is necessary may enter the premises and carry out the necessary work and all costs and expenses incurred by the Authority in carrying out the work shall be paid by the Lessee to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Lessee;
- RIGHT OF INSPECTION (i) Subject to the provisions of the Planning 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 (j) To pay all rates charges and other statutory outgoings assessed levied or payable in respect of the premises as and when they are due for payment.

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 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

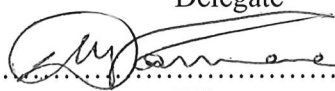
(e) Any and every right, power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory or as the case may be by:

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

  
.....  
Delegate

  
.....  
Witness

Signed by SECTION 22 BARTON PTY LTD A.C.N. 144 701 459 by:

) EXECUTED UNDER POWER )  
) OF ATTORNEY NO D142696

  
.....  
Signature  
SANDRA MARY WADE  
.....  
Name in full

  
.....  
Signature  
GAVIN MCLEAN EDGAR  
.....  
Name in full

.....  
Sole Director/Director/Secretary

.....  
Director/Secretary