

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

**Statement of Leases granted for direct sales**

**1 July 2020 to 30 September 2020**

**December 2020**

**Mr Mick Gentleman MLA  
Minister for Planning and Land Management**

**PLANNING AND DEVELOPMENT ACT 2007 – SECTION 242 NOTICE OF DIRECT SALE**

**STATEMENT OF LEASE GRANTED**

**FOR PERIOD 1 JULY TO 30 SEPTEMBER 2020**

<b>LESSEE</b>	<b>DISTRICT/ DIVISION</b>	<b>SECTION</b>	<b>BLOCK</b>	<b>LAND AREA</b>	<b>SECTION AND ACT</b>	<b>SALE PRICE</b>	<b>CONCESSION /CHARGING POLICY</b>	<b>DATE GRANTED</b>
Ahmadiyya Muslim Association Australia	Narrabundah	34	43	4980m2	Section 238(1)(d) Planning and Development Act 2007	73,645.00	Concessional	24-July 20
ACT Health Directorate	Barton Campbell	33 118	15 12	10.286m2	Section 238(1)(d) Planning and Development Act 2007	-	-	8 July 2020

**Single Dwelling House Leases**

105 Single dwelling houses were granted in total for the quarter.  
 0 Crown lease were granted to a former owner of an asbestos affected property on First Right of Refusal.  
 7 Crown leases were granted as over the counter post action sales of asbestos affected properties.  
 0 Crown leases were granted as Land Rent leases.  
 The 98 remaining Crown leases were granted for single dwelling housing.

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

**AUSTRALIAN CAPITAL TERRITORY**

**PLANNING AND DEVELOPMENT ACT 2007**

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

LEASE GRANTED pursuant to the Planning and Development Act 2007 and the Regulations made under that Act on the *twenty fourth* day of *July*

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 the

LESSEE AHMADIYYA MUSLIM ASSOCIATION AUSTRALIA a body corporate incorporated under the Corporations Act 2001 whose registered address is 45

Hollingsworth Road, Marsden Park, NSW 2765 ("the Lessee") ALL THAT piece or parcel of land situate in the Australian Capital Territory containing

LAND **an area of 4080 square metres** or thereabouts and being **Block 43 Section 34 Division of Narrabundah** as delineated on **Deposited Plan Number 11485** in the Registrar-General's Office at Canberra in the said Territory ("the land")

RESERVING unto the Territory all minerals and the right to the use, flow and control of ground water

TERM under the surface of the land TO HOLD unto the Lessee for the term of ninety nine years commencing on the *twenty fourth* day of *July*

**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(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 stormwater service & manhole to fully service the land;
- (ii) a water supply service to fully service the land;
- (iii) a sewer service to fully service the land;
- (iv) a Heavy-Duty Concrete driveway 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';
- (v) vergeworks as required by TCCS; and
- (vi) 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 community use limited to a place of worship and religious associated use;

EASEMENT FOR SERVICES

- (e) That:
  - (i) the Authority, on behalf of the Commonwealth, grants over that part of the land identified as a services easement on the Deposited Plan an easement ("Easement") in favour of the relevant provider (referred to as the "service provider");
  - (ii) the service provider may:
    - (A) provide, maintain and replace services supplied by that service provider through the land within the site of the Easement; and
    - (B) do anything reasonably necessary for that purpose, including without limitation:

- (1) entering or passing through the land;
  - (2) taking anything on to the land; and
  - (3) carrying out work, including without limitation, constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment;
- (iii) in exercising the powers in Clause 3(e)(ii), the service provider must take all reasonable steps to:
- (A) ensure that the work carried out on the land causes as little disruption, inconvenience and damage as is practicable; and
  - (B) ensure that the land is restored as soon as practicable to a condition that is similar to its condition before the work was carried out;
- (iv) Clause 3(e)(iii)(B), does not require the service provider to restore:
- (A) the land to a condition that would result in:
    - (1) an interference with:
      - (i) any service on or through the land; or
      - (ii) access to any service on or through the land; or
    - (2) a contravention of a law of the Territory; or
  - (B) any building or structure placed or constructed on any part of the land comprising the Easement;
- (v) the Lessee must not place or construct, nor permit to be placed or constructed, a building or structure or any part of a building or structure on any part of the land comprising the Easement UNLESS written advice from the service provider is obtained;
- (vi) for the purposes of the Easement, “services”, includes, without limitation, communication services, the supply of water, gas, electricity and discharge or drainage of water, stormwater and sewerage; and
- (vii) nothing in this clause diminishes or affects any rights or powers of a service provider conferred under any statute, regulation or law;
- (f) That subdivision of this lease under the Unit Titles Act 2001 is not permitted;

SUBDIVISION  
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 <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 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 <u>Planning and Development Act 2007</u> .

4. THE COMMONWEALTH COVENANTS WITH THE LESSEE as follows:

QUIET ENJOYMENT	That the Lessee paying the rent and all other money due and observing and performing the covenants and stipulations on the part of the Lessee to be observed and performed shall quietly enjoy the premises without interruption by the Authority or any person lawfully claiming from or under or in trust for the Authority.
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5. IT IS MUTUALLY COVENANTED AND AGREED as follows:

TERMINATION

- (a) That if:
- (i) any rent or other moneys payable under this lease shall remain unpaid for three months next after the date appointed for payment thereof (whether such rent 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.

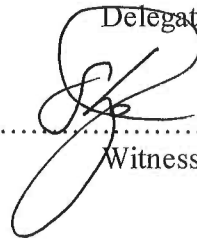
IN WITNESS whereof the Authority on behalf of the Commonwealth and the Lessee have executed this lease.

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

Sandra Aldridge



.....  
Delegate



.....  
Witness

Signed by Ahmadiyya Muslim Association )  
(A.C.N. 134 398 922) ) by: )

Inamul Haq Kauser 22/7/20

.....  
Signature

Mohd Nami 22/7/2020

.....  
Signature

INAMUL HAQ KAUSER

.....  
Name in full

NASIR MOHAMMAD

.....  
Name in full

NATIONAL PRESIDENT

.....  
President

Director

.....  
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)**

LESSEE

LAND

TERM

LEASE GRANTED pursuant to the Planning and Development Act 2007 and the Regulations made under that Act on the eighth day of July 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 the **AUSTRALIAN CAPITAL TERRITORY** whose registered address is care of the ACT Health Directorate Building 2, Level 4, Bowes Street Woden in the Australian Capital Territory ("the Lessee") ALL THAT piece or parcel of land situated in the Australian Capital Territory containing an area of **10,286 square metres** or thereabouts and being **Block 15 Section 33 Division of Barton and Block 12 Section 118 Division of Campbell** as delineated on **Deposited Plan Number** in the Registrar-General's Office at Canberra in the said Territory ("the land") RESERVING unto the Territory all minerals and the right to the use, flow and control of ground water under the surface of the land TO HOLD unto the Lessee for the term of **ninety nine years** commencing on the **eighth day of July Two thousand and twenty** ("the date of the commencement of the lease") to be used by the Lessee for any purpose permitted pursuant to the National Capital Plan YIELDING AND PAYING THEREFOR rent at the rate of five cents per annum if and when demanded and UPON AND SUBJECT TO the covenants conditions and agreements contained in this lease.

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

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

2. THE LESSEE COVENANTS WITH THE COMMONWEALTH as follows:

TRANSFER

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

BUILDING SUBJECT TO APPROVAL

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

PRESERVATION OF TREES

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

3. IT IS MUTUALLY COVENANTED AND AGREED as follows:

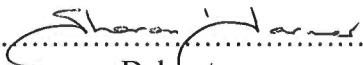
EXERCISE OF POWERS

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

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

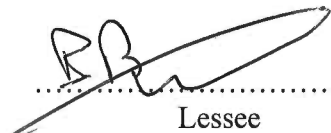
Signed by SHARON HARMER )  
 a delegate authorised to execute this lease )  
 on behalf of the Commonwealth in the )  
 presence of: )

Kanapathipillai BALENDRAN

  
 Delegate

  
 Witness

SIGNED SEALED AND DELIVERED by )  
 Bradley John Burch )  
 position no. E1088 , ACT Health )  
 Directorate for and on behalf of the )  
 Australian Capital Territory in the )  
 presence of: Kayla Beaver )

  
 Lessee

  
 Witness