

**2022**

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

**Statement of Leases granted for direct sales  
(1 January 2022 to 31 March 2022)**

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



**SCHEDULE OF LEASES Granted Under Section 238(2)(d) of the *Planning and Development Act 2007*  
for the Period 1 January 2022 to 31 March 2022**

CUSTODIAN	DISTRICT/ DIVISION	SECTION	BLOCK	LAND AREA	SALE PRICE (Incl GST)	CONCESSION/ CHARGING POLICY	ACT	DATE GRANTED
TRANTERET Pty Ltd	FYSHWICK	22	28	28,998 m2	\$1,496,000	Market Value	Planning and Development Act 2007	17-Feb-22

**Single Dwelling House Leases**

212 single dwelling Crown leases were granted in total for the quarter  
 0 Crown leases were granted to a former owner of an asbestos affected property on the First Right of Refusal  
 0 Crown leases were granted as over the counter post action sales of asbestos affected properties  
 0 Crown lease were granted as a single dwelling land rent Crown lease  
 No other Crown leases were granted during the January to March 2022 quarter being blocks previously offered at **auction** or **tender**.

**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 ~~SEVENTEENTH~~ day of **FEBRUARY**

Two thousand and twenty ~~one~~<sup>two</sup> WHEREBY THE PLANNING AND LAND AUTHORITY ("the Authority") ON BEHALF OF THE COMMONWEALTH OF AUSTRALIA ("the Commonwealth") in exercising its functions grants to

LESSEE

**TRANTERET PTY LTD A.C.N. 002 261 752**, a company having its registered office at 14 Tennant Street, Fyshwick 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 28,998 square metres** or thereabouts and being **Block 22 Section 28 Division of Fyshwick** as delineated on **Deposited Plan Number 15229** 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,

TERM

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 ~~SEVENTEENTH~~ day of **FEBRUARY** **Two thousand and twenty** ~~one~~<sup>two</sup> ("the date of the commencement of the lease") to be used by the Lessee for the purpose set out in Clause 3(c) 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.

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

2. THE LESSEE COVENANTS WITH THE COMMONWEALTH as follows:

- RENT (a) That the Lessee shall pay to the Authority rent at the rate of five cents per annum if and when demanded payable within one month of the date of any demand made by the Authority relating thereto and served on the Lessee;
- MANNER OF 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;
- INDEMNITY (b) 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 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 (c) To use the premises only for the purpose of consolidation with Block 8 Section 28 Fyshwick.
- RESERVATION 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 a reservation ("Reservation") 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 Reservation; 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 Reservation;
- (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 Reservation UNLESS written advice from the service provider is obtained;
- (vi) for the purposes of the Reservation, “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 (e) 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 (f) 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 (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;
- SERVICE AREAS (h) 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 (i) 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 (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) 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) or (ii) 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.

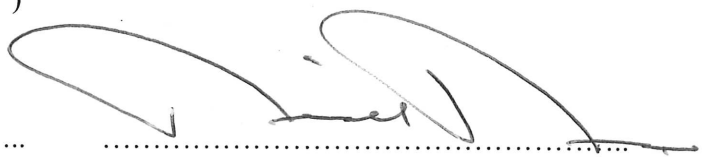
IN WITNESS whereof the Authority on behalf of the Commonwealth and the Lessee have executed this lease.

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

  
.....  
Delegate

  
.....  
Witness

Signed by **TRANTERET PTY LTD**  
(A.C.N. 002 261 752 ) by:

)  
)  




Signature

Signature

*Patrick Hallinan*

Name in full

*DAVID PAUL DAWES*

Name in full

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

.....  
Director/Secretary