

**This is a market value lease -
s238(2) (a) (ii) Planning and
Development Act 2007**

Entered in Register Book Vol.....Folio.....

**Section 251 of the Planning and
Development Act 2007 applies**

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 _____ day of _____ Two thousand and _____ WHEREBY THE PLANNING AND LAND AUTHORITY (“the Authority”) ON BEHALF OF THE COMMONWEALTH OF AUSTRALIA (“the Commonwealth”) in exercising its functions grants to _____ of _____ in the Australian Capital Territory number of shares/tenants in common/joint tenants (“the Lessee”) ALL THAT piece or parcel of land situate in the Australian Capital Territory containing an area of _____ **square metres** or thereabouts and being **Block Section Division of** _____ 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 _____ day of _____ **Two thousand and** _____ (“the date of the commencement of the lease”) to be used by the Lessee for the purpose set out in Clause 2(f) of this lease only YIELDING AND PAYING THEREFOR during the said term 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.

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) “class” for a building or structure, means the class of building or structure under the building code as defined in the Building Act 2004;
- (d) “dual occupancy housing” means the use of land that was originally used or leased for the purposes of single dwelling housing for two dwellings;
- (e) “dwelling”:
 - (i) means a class 1 building, or a self-contained part of a class 2 building, that:
 - (A) includes the following that are accessible from within the building, or the self-contained part of the building:
 - (1) not more than 2 kitchens;
 - (2) at least 1 bath or shower;
 - (3) at least 1 toilet pan; and

- (B) does not have access from another building that is either a class 1 building or the self-contained part of a class 2 building; and
- (ii) includes any ancillary parts of the building and any class 10a buildings associated with the building;
- (f) “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 said 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 and its successors and assigns;
- (g) “multi-unit housing” means the use of land for more than one dwelling and includes but is not limited to dual occupancy housing;
- (h) “premises” means the land and any building or other improvements on the land;
- (i) “single dwelling housing” means the use of land for residential purposes for a single dwelling only;
- (j) “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);
- (k) words in the singular include the plural and vice versa;
- (l) words importing one gender include the other genders;
- (m) 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:

- (a) That the Lessee shall pay to the Authority at Canberra the rent hereinbefore reserved within one month of the date of any demand made by the Authority relating thereto and served on the Lessee;
- (b) 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 a dwelling (with necessary and usual outbuildings and fences) on the land at a cost not less than the sum of one hundred and eighty thousand dollars (\$180,000) and 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;

- (c) 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 provide facilities on the land to a standard acceptable to the Authority to enable electrical and telephone cables and wires to be installed underground;
- (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;
- (e) That the Lessee shall not without the previous approval in writing of the Authority, except where exempt by law, erect any building, or make any structural alterations to any building, on the land;
- (f) To use the land for the purpose of:
 - (i) single dwelling housing; or
 - (ii) where permitted by the Territory Plan multi-unit housing of not more than two (2) dwellings;

(g) 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 2(g)(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 2(g)(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, 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;
- (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;
- (j) 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;
- (k) 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;
- (l) To pay all rates and charges and other statutory outgoings assessed levied or payable in respect of the premises as and when they are due for payment;

- (m) That the Lessee shall not assign or transfer (“assignment”) the whole or any portion of the premises, within six (6) months of the date of the Certificate of Occupancy and Use, unless:
 - (i) the Lessee has written consent from the Chief Minister, Treasury and Economic Development Directorate or its successors; and
 - (ii) the Authority has previously granted its consent in writingto the proposed assignment.

3. IT IS MUTUALLY COVENANTED AND AGREED as follows:

- (a) That if:
 - (i) a dwelling in accordance with Clause 2(b) of this lease is not completed within the period specified in the said Clause; or
 - (ii) services in accordance with Clause 2(c) of this lease are not completed within the period specified in the said Clause; or
 - (iii) after completion of a dwelling 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 breachthe 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;
- (b) That acceptance of rent or other moneys by the Authority during or after any period referred to in Clauses 3(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;
- (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;
- (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 land or at the usual or last-known address of the Lessee or affixed in a conspicuous position on the premises;
- (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) Delegate
presence of)

.....
Witness

SIGNED SEALED AND DELIVERED)
by)
in the presence of:) Lessee

.....
Name of Witness

.....
Signature of Witness