



FOLIO: 17/230349

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SEARCH DATE	TIME	EDITION NO	DATE
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23/11/2022	10:42 AM	-	-

VOL 10387 FOL 154 IS THE CURRENT CERTIFICATE OF TITLE

LAND

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LOT 17 IN DEPOSITED PLAN 230349

AT MUDGEE

LOCAL GOVERNMENT AREA MID-WESTERN REGIONAL

PARISH OF MUDGEE COUNTY OF WELLINGTON

TITLE DIAGRAM DP230349

FIRST SCHEDULE

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NEW SOUTH WALES LAND AND HOUSING CORPORATION

SECOND SCHEDULE (1 NOTIFICATION)

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1	L887246	EASEMENT TO DRAIN WATER AFFECTING THAT PART OF THE LAND WITHIN DESCRIBED SHOWN AS 6FT WIDE IN PLAN WITH L887246
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NOTATIONS

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UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*



FOLIO: 18/230349

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SEARCH DATE	TIME	EDITION NO	DATE
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23/11/2022	10:42 AM	5	9/5/2007

LAND

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LOT 18 IN DEPOSITED PLAN 230349

AT MUDGEE

LOCAL GOVERNMENT AREA MID-WESTERN REGIONAL

PARISH OF MUDGEE COUNTY OF WELLINGTON

TITLE DIAGRAM DP230349

FIRST SCHEDULE

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NEW SOUTH WALES LAND AND HOUSING CORPORATION

SECOND SCHEDULE (5 NOTIFICATIONS)

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- 1 L887246 EASEMENT TO DRAIN WATER AFFECTING THAT PART OF THE LAND WITHIN DESCRIBED SHOWN AS 6 FT WIDE IN PLAN WITH L887246
- 2 AC591581 LEASE TO CENTRAL TABLELANDS HOUSING ASSOCIATION EXPIRES: 15/1/2011. OPTION OF RENEWAL: 5 YEARS.
- 3 AC928837 LEASE TO CENTRAL TABLELANDS HOUSING ASSOCIATION INC OF UNIT 12, LOT 18 WINBOURNE STREET, MUDGEE. EXPIRES: 11/9/2010. OPTION OF RENEWAL: FIVE YEARS.
- 4 AC975965 LEASE TO CENTRAL TABLELANDS HOUSING ASSOCIATION INC OF UNIT 10, LOT 17 WINBOURNE ST MUDGEE. EXPIRES: 21/8/2010. OPTION OF RENEWAL: 5 YEARS.
- 5 AD104923 LEASE TO CENTRAL TABLELANDS HOUSING ASSOCIATION INC OF UNITS 13 & 15, LOT 18 WINBOURNE STREET, MUDGEE. EXPIRES: 10/4/2010. OPTION OF RENEWAL: FIVE YEARS.

NOTATIONS

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UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*



FOLIO: 19/230349

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SEARCH DATE	TIME	EDITION NO	DATE
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25/11/2022	9:38 AM	5	30/10/2020

LAND

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LOT 19 IN DEPOSITED PLAN 230349

AT MUDGEE

LOCAL GOVERNMENT AREA MID-WESTERN REGIONAL

PARISH OF MUDGEE COUNTY OF WELLINGTON

TITLE DIAGRAM DP230349

FIRST SCHEDULE

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GEORGIA ELYSE NEAL

(T AQ516270)

SECOND SCHEDULE (2 NOTIFICATIONS)

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- 1 L887246 EASEMENT TO DRAIN WATER AFFECTING THAT PART OF THE  
LAND WITHIN DESCRIBED SHOWN AS 6 FT. WIDE IN PLAN WITH  
L887246
- 2 AQ516271 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

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UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*



FOLIO: 20/230349

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SEARCH DATE	TIME	EDITION NO	DATE
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25/11/2022	9:38 AM	9	26/5/2022

LAND

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LOT 20 IN DEPOSITED PLAN 230349

AT MUDGEE

LOCAL GOVERNMENT AREA MID-WESTERN REGIONAL

PARISH OF MUDGEE COUNTY OF WELLINGTON

TITLE DIAGRAM DP230349

FIRST SCHEDULE

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KATRINA NOELA ZIEBARTH

SANDER STEVEN DE VOS

AS JOINT TENANTS

(T AS164565)

SECOND SCHEDULE (2 NOTIFICATIONS)

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- 1 L887246 EASEMENT TO DRAIN WATER AFFECTING THAT PART OF THE  
LAND WITHIN DESCRIBED SHOWN AS 6 FT. WIDE IN PLAN WITH  
L887246
- 2 AS164566 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

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UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*





## SHIRE OF MUDGEE

AGED	DATE	REMARKS
25.5	4.5	21.8.69
25.5	4.5	21.8.69
25.5	4.5	21.8.69
25.5	4.5	21.8.69
25.5	4.5	21.8.69
25.5	4.5	21.8.69
25.5	4.5	21.8.69
25.5	4.5	21.8.69
25.5	4.5	21.8.69
25.5	4.5	21.8.69

I.D.O. N°1 MUNICIPALITY OF MUDGEE 24-11-67  
PLANNING CONSENT IS REQUIRED FOR ALL  
RESIDENTIAL DEVELOPMENT

## LEGEND :

S.C.S.	SLOW COMBUSTION STOVE
F.B.	FUEL BOX
F.W.	FLOOR WASTE
D.P.	DOWN PIPE
S.P.I.	STANDPIPE & G' SURFACE INLET
S.I.	12' SURFACE INLET
E.L.M.	ELECT. LIGHT METERS BOX

PROVIDE ADDITIONAL FOR 2 - 12' SURFACE INLETS  
FUNCTIONED AS DIRECTED BY SUPERVISING OFFICER

## NOTE :

JOB N° AGED 3753/3/2 CONSISTS OF BLOCK 2  
- COMPRISING FOUR (4) SINGLE AGED UNITS (IF TYPE 59).  
APRIL 73 - *proposed*

PLAN REGISTERED

14/11/66

No.	DATE	NOTATIONS
1		The land shown hereon is comprised in Shire 3892 resumed Govt. 1927. B. 64. Lot 78 transferred from Layout Plan A/3753.
2		Existing road not to be constructed by the Commission.
3	11.6.66	New road to be constructed and dedicated by Commission.
4	10.4.73	LAYOUT PLAN AMENDED BY ADDITIONAL OF JOB N° AGED 3753/3/2 (1 <sup>st</sup> AMDT.)
5	28.9.73	Extent of Shire 3892 has been amended to read extent of Shire 3753/3/2.

## NOTE:

All dimensions and easements are subject to survey.  
Fences are not to be erected on boundaries of land other than that owned by the Commission until such time as the Supervising Architect advises in writing that the erection of such fences may proceed.  
Red pegs are placed on side boundaries of lots 20 feet distant from new streets, measured along the appropriate lot boundary, and are not to be disturbed or removed.

FENCING TO STREET TYPE	B'
RETURN FENCING TYPE	
Spaced paling fencing	
Post & wire	
DOUBLE GATES SHOWN	D
SINGLE GATES SHOWN	K
PLAN REVERSED SHOWN	R
EXISTING WATER MAINS	
EXISTING SEWER MAINS	
EXISTING GAS MAINS	
EXISTING ELECTRIC MAINS	
PROJECT	ELECTRIC.
SEWER	AVAILABLE.
DESIGNED	
DRAWN	P.V.H.D. 14.11.66
PLOT CHECKED	M.O.H. 18.11.66
COTTAGES SITED	21.11.66
EXAMINED	
CHIEF ARCHITECT	<i>In Klemm 1/11/66</i>
PRINC. ENGINEER	<i>Carpenza 2/12/66</i>
PRINCIPAL PLANNING OFFICER	<i>P.J. Butler 2/12/66</i>

Ref. 3027(A).  
D.P. 516,299.  
THE HOUSING COMMISSION OF N.S.W.

HOUSING PROJECT AT MUDGEE

WINBOURNE STREET

PROJECT	3753
SITE No	PT3753
SCHEDULE	3892
DATE	
SCALE	20 FEET TO AN INCH
PLANNING FILE	P64/4146
LAYOUT No	2
C/3753	

2

STREET  
(33')

M P S

(O S)

4C60

Dedicated to Ccl  
Govt. Gaz. 5-4-68  
LD 66/64 fol. 38.

Type 'B' fencing to match adj. exist.

MORTIMER  
(43')

Type 'B' fencing

SEE EXISTING LAYOUT A/3428

Layout

3753/4

18

1-10'0" x 8'0" CLOTHES LINE

SEE LAYOUT A/3753

SEE LAYOUT

SEE

WINBOURNE

(50' WIDE)

STREET

3

JOB N° AGED C/3753 CONSISTS OF  
BLOCK 1 - COMPRISING FOUR (4)  
SINGLE AGED UNITS (IF TYPE 59).

SEE

LAYOUT

A/3428

SEE

LAYOUT

A/3753



②

43'  
(as widened)

**WIDE**

225  
226  
227

SEE LAYOUT A/254I



Aged  
A34-28A

7 7 64

15 10 64

## LEGEND

FENCING TO STREETS TYPE	'B'
RETURN FENCING TYPE	'D'
PROPOSED FENCING SHOWN TRUE	
D INDICATES DOUBLE GATES	
S - SINGLE	
R - PLAN REVERSED	
EXISTING WATER MAINS SHOWN	
SEWER	
GAS	
ELECTRIC	
ALL ELECTRIC PROJECT	
SEWER AVAILABLE	

DESIGNED		 7/8/62 CHIEF ARCHITECT
DRAWN	P.V.B.D.	
PLAN CHECKED	E.L.B.	
COTTAGES SITED	L.F.	
EXAMINED		
SITING CHECKED ON GROUND		 3-8-62 FRENCH ENGINEER

P. J. Gutler 3.8.62  
PRINCIPAL PLANNING OFFICER

WINBOURNE STREET

1. DP.

2. 4.

3. DP.

4. 4.

5. DP.

6. 4.

7. DP.

8. 4.

9. DP.

10. 4.

POST AND WIRE FENCE

WINDMILL

ELECTRIC M. BOX

OMIT FLOWER BOX

Site of Possible Proposed Road 50' wide

16

17

3753/4  
Dedicated to C  
Govt Gaz. 5-4-66  
LP 66/64 Fol. 38

SEE LAYOUT

SEE  
LAYOUT  
C/3753

**LÉGENDE:**

NOTE: U/S BEARERS TO BE NOT LESS THAN 16' ABOVE HIGHEST POINT OF FINISHED GROUND

SEE  
LAYOUT  
A/3753

Site of proposed easement for sewer main of variable width.

NO	DATE	NOTATIONS	NO	DATE	NOTATIONS
1		All dimensions and easements are subject to survey.	6	12-8-64	Plan amended by subdividing its 1263 as follows - <u>Lot 1</u> Amended by the introduction of a spigot corner, renumbered as lot 16. <u>Lot 2</u> Utilized for road purposes in site 3753 <u>Lot 3</u> Amended by introduction of a spigot corner, renumbered as lot 17. A/3428/2
2		Existing road not to be constructed by the Commission.	7	2-5-68	Plan amended by the addition of the site of a proposed easement for sewer main of variable width through Lot 17 also plan amended by the addition of street names - MORTIMER ST and WINBURN ST - vide advice from Mudgee Ccl. Pps P64/4146 fol. 35. M.W.H. (A/3428/3)
3		The land shown hereon is comprised in Schedule 3481 resumed Govt Gaz. 9th March 1962.			JOB NO AGED A/3428 COMPRISES BLOCK 1 WITH 5 SINGLE AGED UNITS. JOB NO AGED A/3428A COMPRISES BLOCK 2 WITH 5 SINGLE AGED UNITS
4	9.4.61	(Subdivision by Commission) Fences are not to be erected on street alignments nor on boundaries other than that owned by the Commission until such time as the Supervising Officer advises in writing that the erection of such fences may proceed.			
5	28.6.62	Layout amended by addition of JOB AGED A/3428A (A/3428/1)			

JOB NO AGED A/342B COMPRISES BLOCK 1 WITH 5 SINGLE AGED UNITS.  
JOB NO AGED A/3428A COMPRISES BLOCK 2  
WITH 5 SINGLE AGED UNITS

THE HOUSING COMMISSION OF NEW SOUTH WALES

Ref. 2517 (A) D.P. 509,288. Ref. 3177 D.P. 230,349.

HOUSING PROJECT AT MUDGEE

LANE OFF BURRUNDULLA AVENUE

PROJECT NO 3428

SITE N° 3428

**SCHEDULE No 3481**

DATE 9. 7. 1962

SCALE: 20 FEET TO AN INCH

LAYOUT N° A/3428/3

Form: 07L  
Release:  
www.lpi.nsw.gov.au

**LEASE**  
New South Wales  
Real Property Act 1901



**AC591581W**

**PRIVACY NOTE:** this information is legally required and

**STAMP DUTY**

Office of State Revenue use only

NEW SOUTH WALES DUTY

31-03-2006

0003366374-007

SECTION 179-ORIGINAL

NO DUTY PAYABLE

**(A) TORRENS TITLE**

Property leased: if appropriate, specify the part or premises

Folio Identifier 18/230349

Being known as 14/Lot 18 Winbourne Street Mudgee

**(B) LODGED BY**

Delivery  
Box

**416Q**

Name, Address or DX and Telephone

DEPARTMENT OF HOUSING  
DX 21226, ASHFIELD

LLPN 123287 M

CODE

**L**

Reference:

**NB:20052160:Mudgee**

**(C) LESSOR**

NEW SOUTH WALES LAND AND HOUSING CORPORATION

The lessor leases to the lessee the property referred to above.

**(D)**

Encumbrances (if applicable):

**(E) LESSEE**

CENTRAL TABLELANDS HOUSING ASSOCIATION ABN 15 935 365 963

**(F)**

**TENANCY:**

- (G) 1. TERM:** Five (5) years
- 2. COMMENCING DATE:** 16 January 2006
- 3. TERMINATING DATE:** 15 January 2011
- 4. With an OPTION TO RENEW** for a period of Five (5) years  
set out in clause 20 of ANNEXURE "A"
- 5. With an OPTION TO PURCHASE** set out in clause N.A. of N.A.
- 6. Together with and reserving the RIGHTS** set out in clause N.A. of N.A.
- 7. Incorporates the provisions** set out in ANNEXURE "A" hereto.
- 8. Incorporates the provisions** set out in **MEMORANDUM** filed at Land and Property Information New South Wales as  
No. N.A.
- 9. The RENT** is set out in clause No. 2.1 of ANNEXURE "A"

All handwriting must be in block capitals.

Total Pages (office use only) \_\_\_\_\_

Page 1 of 15

LAND AND PROPERTY INFORMATION NSW

*[Handwritten signatures and initials]*



DATE

20/3/06

(H)

I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Signature of witness:

[Signature]

Name of witness:

Cindy Portmore

Address of witness:

203-234 Liverpool Rd  
ASHFIELD NSW 2131

Certified correct for the purposes of the Real Property Act 1900 by the authorised officer named below.

Signature of authorised officer:

[Signature]

Authorised officer's name:

Mark Reader

Authority of officer:

A/Director, Strategy & Develop.

Signing on behalf of:

OFFICE OF COMMUNITY HOUSING

Certified correct for the purposes of the Real Property Act 1900 by the corporation named below the common seal of which was affixed pursuant to the authority specified and in the presence of the authorised person(s) whose signature(s) appear(s) below.

Corporation:

Authority: CENTRAL TABLELANDS HOUSING ASSOCIATION ABN 15 935 365 963



Signature of authorised person:

[Signature]

Name of authorised person:

Kieran Boyd

Office held:

Director

Signature of authorised person:

[Signature]

Name of authorised person:

Greg Barton

Office held:

Director

(I) STATUTORY DECLARATION

I, \_\_\_\_\_

solemnly and sincerely declare that—

1. The time for the exercise of option to \_\_\_\_\_ in expired lease No. \_\_\_\_\_ has ended;
2. The lessee under that lease has not exercised the option

Made and subscribed at \_\_\_\_\_ in the \_\_\_\_\_

on \_\_\_\_\_

in the presence of—

Signature of witness:

Signature of lessor:

Name of witness:

\_\_\_\_\_

Address of witness:

\_\_\_\_\_

Qualification of witness:

\_\_\_\_\_

THIS IS ANNEXURE "A" TO THE LEASE DATED THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2005  
BETWEEN: NEW SOUTH WALES LAND AND HOUSING CORPORATION (AS LESSOR)  
AND: CENTRAL TABLELANDS HOUSING ASSOCIATION (AS LESSEE)

**1. EXCLUSION OF STATUTORY PROVISIONS**

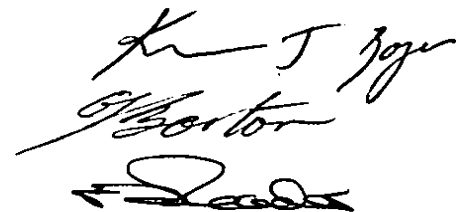
- 1.1 IMPLIED COVENANTS NEGATIVED: The covenants powers and provisions implied in leases by virtue of the Conveyancing Act 1919 (as amended) are hereby expressly negatived except in so far as they or some part or parts thereof are included in the provisions expressed in this Lease.
- 1.2 The exemption under clause 23C of the Residential Tenancies (Residential Premises) Regulation 1995 NSW applies to this Lease and this Lease is exempted from the operation of the Residential Tenancies Act 1987 NSW.

**2. RENT AND OUTGOINGS**

- 2.1 RENT: The yearly rent payable by the Lessee hereunder shall be as stated in Item 1 of the Schedule hereto payable in advance to the Lessor, subject to the Lessor's right to review the rent in accordance with Lessor's policies and the Guidelines.
- 2.2 RATES AND TAXES: The Party specified in Item 3.1 of the Schedule hereto shall pay all rates taxes charges and assessments which at any time during the term of this Lease are charged upon the Demised Premises or upon any of the Parties hereto.
- 2.3 SERVICES: The Lessee shall pay promptly all charges for electricity, gas and water usage which may from time to time be imposed or charged in respect of electricity, gas and water consumed in or on the Demised Premises to the supply authority on or before the due date therefor and the Lessee shall also pay all charges in respect of any telephone service connected to the Demised Premises and all other charges and impositions imposed by any public utility or authority for the supply of any service supplied to the Demised Premises.

**3. PERMITTED USE OF PREMISES**

- 3.1 USE OF PREMISES: The Lessee covenants and agrees not to use or permit to be used the Demised Premises or any part thereof for any purpose other than as rental accommodation to eligible persons under the Program described in Item 2 of the Schedule hereto or such other uses incidental thereto as are first approved in writing by the Lessor PROVIDED THAT such approval shall not be unreasonably withheld.
- 3.2 ASSIGNMENT AND TRANSFER: The Lessee covenants and agrees not to assign transfer mortgage charge part with possession of or otherwise deal with or dispose of the Demised Premises or any part thereof or by any act or deed procure the Demised Premises or any part thereof to be assigned transferred mortgaged charged or put into the possession of any person or persons without the Lessor's prior written consent.



### 3.3 SUBLETTING:

- 3.3.1 The Lessee shall not sublet or grant any licence affecting the Demised Premises or any part thereof except to an eligible person or persons described in Item 6 of the Schedule hereto.
- 3.3.2 The Lessee shall ensure that the number of sub-tenants does not exceed a reasonable number with regard to the size of the Demised Premises and the facilities available.
- 3.3.3 Subleases shall be in a form which complies with the requirements of the Residential Tenancies Act 1987 and all applicable laws in New South Wales ("the Tenancy Agreement").
- 3.3.4 The Lessee shall not allow an occupier into possession of any part of the Demised Premises until a Tenancy Agreement has been entered into.
- 3.3.5 Any rental collected by the Lessee in respect of the sub-letting of the Demised Premises shall be accounted for separately and applied towards the cost of the outgoings on the Demised Premises.

### 3.4 PREMISES NOT TO REMAIN VACANT: The Lessee shall not cause or permit the Demised Premises or any part thereof to remain unoccupied for any period exceeding one (1) month without the prior written consent of the Lessor which consent shall not be unreasonably withheld.

### 3.5 NO NOXIOUS USE OF PREMISES: The Lessee covenants and agrees that it shall not at any time during the continuance of this Lease:

- 3.5.1 do or permit any use act or thing whatsoever in upon or about the Demised Premises or any part thereof which is illegal or which shall or may be to the annoyance, nuisance, damage or disturbance of owners or occupiers of adjacent premises; or
- 3.5.2 hold or permit to be held any auction sale in or upon the Demised Premises or any part thereof.

## 4. QUIET ENJOYMENT

- 4.1 QUIET ENJOYMENT: Upon the Lessee paying the rent hereby reserved and duly and punctually observing and performing the covenants obligations and provisions in this Lease on the part of the Lessee, THEN the Lessee may peaceably possess and enjoy the Demised Premises for the term hereby granted without interruption or disturbance by the Lessor PROVIDED ALWAYS that the Lessor shall have right of access in accordance with the provisions of clause 8 of this Lease.

## 5. SUITABILITY/ FUNCTIONALITY OF PREMISES

- 5.1 NO WARRANTY BY LESSOR: The Lessor does not in any way warrant or make any representation whatsoever and nothing in this Lease shall imply or warrant that the Demised Premises are fit or entitled to be used for any particular purpose and the Lessee hereby acknowledges that in entering into this Lease he has not relied upon any representation made by the Lessor as to the suitability of the Demised Premises for any particular purpose of the Lessee AND the Lessor shall not be liable for any loss, damage, claim, cost, demand and expense of any kind whatsoever and howsoever arising in connection thereto.

## **6. MANAGEMENT OF PREMISES**

6.1 MANAGEMENT DURING LEASE: The Parties agree that the Lessee shall manage the Demised Premises in compliance with the Guidelines and any other agreement or agreements as set out in Item 7 of the Schedule. The failure of the Lessee to manage the Demised Premises in accordance with the above shall be deemed to be a fundamental breach of the provisions of this Lease on the part of the Lessee and shall give rise to an immediate right on the part of the Lessor to terminate this Lease in accordance with the provisions of clause 13 hereof.

6.2 ACCOUNTING: The Lessee shall account to the Lessor for all monies collected by Lessee in respect of sub-letting of the Demised Premises and shall in this respect furnish the Lessor with a statement of income and expenditure for the Demised Premises for the twelve months ending on 30 June of each year of its management of the Demised Premises no later than 30 September of that year. The Lessee shall upon request supply such further information relative to the Demised Premises as the Lessor may from time to time require.

## **7. MAINTENANCE REPAIR AND CARE OF PREMISES**

7.1 REPAIR OF PREMISES DURING LEASE: The Party specified in Item 3.2 of the Schedule hereto shall during the whole of the term of the Lease and/ or any holding over period, maintain replace repair and keep the whole of the Demised Premises in good and substantial repair working order and condition, including the fixtures and fittings therein PROVIDED THAT fair wear and tear, damage by fire flood lightning storm tempest and structural damage not caused by the Lessee shall only be excepted.

7.2 REPAIR OF WILFUL DAMAGE: The Lessee covenants and agrees that it shall, during the whole of the term of this Lease and otherwise for so long as the Lessee may remain in possession, be responsible for and shall at its own cost promptly repair and make good any wilful damage of whatsoever nature to the Demised Premises PROVIDED THAT fair wear and tear, damage by fire flood lightning storm tempest and structural defects not caused by the Lessee shall only be excepted.

7.3 INSPECTION RECORD: Prior to the commencement of this Lease the Lessor may at its discretion inspect the Demised Premises making a record of the cleanliness state of repair and working order of appliances. If such an inspection is made the Lessor shall record details of the condition of the Demised Premises on an Inspection Record Form. Two copies of this record shall be signed by the Lessor and delivered to the Lessee before the commencement of this Lease. The Lessee shall check the record noting any discrepancy and sign and return one copy to the Lessor within seven (7) days of commencement of this Lease.

7.4 REPAIR ON TERMINATION OF LEASE: The Lessee covenants and agrees that it shall at the expiration or sooner determination of this Lease peaceably surrender and yield up to the Lessor the whole of the Demised Premises in good and substantial repair order and condition in all respects and clean and free from rubbish PROVIDED THAT fair wear and tear, damage by fire flood lightning storm tempest and structural defects not caused by the Lessee shall only be excepted.

7.5 CLEANING: Without affecting the generality of Clauses 7.7 and 7.8 the Lessee covenants and agrees to clean and keep clean the interior and exterior of all buildings and improvements erected on the Demised Premises.



- 7.6 LESSEE'S COMPLIANCE WITH REGULATIONS, ORDINANCES, ETC: The Lessee at its own expense shall observe and comply with all notices orders directions and proclamations which may be made given notified or ordered by any Council Government or statutory body or authority relating to the Demised Premises or any part thereof including any work of a structural nature arising out of the use and occupation thereof by the Lessee.
- 7.7 GENERAL PROVISIONS: The Lessee covenants and agrees as follows:
- 7.7.1 to keep clean and free all drains and waste pipes in or upon the Demised Premises;
  - 7.7.2 to not use or permit to be used the lavatories toilet sinks drainage and other plumbing facilities in the Demised Premises for any purposes other than those for which they were constructed or provided;
  - 7.7.3 to give the Lessor prompt notice in writing of any breakages to or defects in the water pipes or electrical fittings or in any services as well as any circumstances likely to cause any danger risk or hazard;
  - 7.7.4 to keep all trees plants and lawns (if any) in the Demised Premises in good and substantial condition;
  - 7.7.5 to keep up fences and comply with all and every requirement on the Lessor's part to contribute to the cost of erecting repairing or keeping in repair any dividing fence or as otherwise specified herein;
  - 7.7.6 to take all responsible actions to keep the Demised Premises free of rodents vermin insects and pests;
  - 7.7.7 to notify the Lessor promptly of any infectious disease or illness being a notifiable disease or illness under any State or Commonwealth Legislation occurring in the Demised Premises.
- 7.8 LESSOR'S RIGHT TO REPAIR: The Lessor may serve upon the Lessee a notice in writing of any defect requiring the Lessee forthwith to repair the same ("Notice to Repair") and in default of the Lessee so doing it shall be lawful for the Lessor with seven (7) days prior notice to enter and execute the repairs by its contractors or agents and all costs and expense of carrying out such work shall forthwith be payable by the Lessee to the Lessor PROVIDED THAT fair wear and tear, damage by fire flood lightning storm tempest and structural defects not caused by the Lessee shall only be excepted.
8. **ACCESS**
- 8.1 LESSOR'S RIGHTS OF ACCESS: The Lessor shall have access to the Demised Premises in the following circumstances:
- 8.1.1 immediately and without notice when in the opinion of the Lessor an emergency threatens life or substantial damage in or upon the Demised Premises;
  - 8.1.2 with seven (7) days prior notice to carry out repairs;

- 8.1.3 four times per year at the option of the Lessor with seven (7) days prior notice for the purpose of ascertaining whether the Lessee is complying with the provisions of this Lease or to view the state of repair of the Demised Premises and otherwise as agreed between the parties;
- 8.1.4 in accordance with any Notice issued by the Lessor with respect to any breach or default by the Lessee.

## 9. ALTERATIONS AND ADDITIONS

- 9.1 NO ALTERATIONS WITHOUT CONSENT: The Lessee covenants and agrees that it shall not without the previous consent in writing of the Lessor erect or construct upon the Demised Premises or any part thereof any building structure or improvement nor carry out any alteration to any building structure or improvement on the Demised Premises or any part thereof ("any Works").
- 9.2 Any Works consented to by the Lessor shall be erected or carried out on such financial arrangements as may be determined by the Lessor, and any Works shall be carried out by qualified tradesmen and in accordance with plans and specifications previously approved in writing by the Lessor and to the satisfaction in all respects of the Lessor.
- 9.3 The Lessor shall not unreasonably withhold consent.

## 10. INSURANCES

- 10.1 INSURANCE OF BUILDING: The Party specified in Item 3.3 of the Schedule hereto shall at its own cost effect and at all times during the term of the Lease and any holding over period keep in full force and effect insurance of the Building. Where the Party specified in the Schedule is the Lessee, such insurance shall be taken out in the joint names of the Lessee and the Lessor. In such circumstances, the Lessee further agrees that, in the event of any claims under the policy, proceeds of such claims will be the property of the Lessor for its use pursuant to clause 12 hereof or otherwise at the Lessor's absolute discretion.
- 10.2 PUBLIC LIABILITY INSURANCE: The Lessee covenants and agrees to effect and keep current at all times during the term of this Lease with a reputable insurance company approved by the Lessor an insurance policy in respect of Public Liability Insurance for the Lessor's risk as property owner and the Lessee's risk as occupier for a minimum amount of Ten Million Dollars (\$10,000,000.00) or such greater amount as the Lessor may specify in writing.
- 10.3 EVIDENCE OF INSURANCE: The Lessee shall deliver to the Lessor upon demand all cover notes and applicable policies of insurance including any certificates of renewal and receipts for the premiums payable thereunder.
- 10.4 LESSEE NOT VOID INSURANCES: The Lessee shall not at any time during the term of this Lease do or permit any act matter or thing upon the Demised Premises whereby any insurance in respect thereof may be rendered void or voidable.

## 11. RELEASE AND INDEMNITIES

11.1 RELEASE OF LESSOR: The Lessee agrees to occupy use and keep the Demised Premises at the risk of the Lessee and hereby releases to the fullest extent permitted by law the Lessor its servants and agents and contractors in the absence of any negligent act or omission or wilful default on their part from all claims and demands of every kind resulting from any accident damage or injury occurring therein AND the Lessee expressly agrees that in the absence of any negligent act or omission or wilful default on the part of the Lessor as aforesaid, the Lessor shall have no responsibility or liability for any loss or any damage to fixtures and/or personal property of the Lessee.

11.2 LESSEE'S INDEMNITIES: The Lessee hereby does indemnify and hold indemnified the Lessor from and against all actions, claims, demands, losses, damages, costs and expenses which the Lessor may sustain or incur or for which the Lessor may become liable whether during or after the term of this Lease in respect of or arising from :

- 11.2.1 the neglect or default of the Lessee to observe or perform any of the terms covenants and conditions expressed in or implied in this Lease;
- 11.2.2 the negligent use or misuse waste or abuse by the Lessee of any water, gas, electricity or other services to the Building;
- 11.2.3 the overflow leakage or escape of water, fire, gas, electricity or any other harmful agent whatsoever in or from the Demised Premises;
- 11.2.4 the interruption of services to the Demised Premises;
- 11.2.5 the failure of the Lessee upon becoming aware of any defect in any of the fire prevention equipment or other facilities presently available (or installed at any future time) in relation to the premises to notify the Lessor of such defect;
- 11.2.6 the use of the premises and any common parts by the Lessee;
- 11.2.7 the carrying out of any additions or alterations or other works to the Demised Premises by the Lessee;
- 11.2.8 the use by the Lessee of any car parking facilities in the Building as permitted by this Lease;
- 11.2.9 the happening of any accident or event in or about the Demised Premises;

AND it is hereby agreed that the Lessor shall not be liable or in any way responsible to the Lessee for any injury, loss or damage which may be suffered or sustained to any property or by any person on the Demised Premises unless caused by the wilful act or omission of the Lessor its servants or agents.

11.3 SURVIVAL OF INDEMNITIES: Each indemnity in this Lease is a continuing obligation, separate and independent from the other covenants of the Lessee and survives termination of this Lease.

## 12. DESTRUCTION OR DAMAGE TO BUILDING

- 12.1 DESTRUCTION OR DAMAGE TO BUILDING: If the whole or any part of the Demised Premises shall be destroyed or damaged by fire flood lightning storm tempest earthquake or other disabling cause during the term of this Lease so as to render the Demised Premises substantially unfit for the use and occupation of the Lessee then the Lessor may at its discretion endeavour to provide temporary accommodation to the Lessee's sub-tenants until such time as any repairs have been effected. Alternatively, this Lease may be terminated without compensation, by any Party by serving a Notice in writing to the other Party PROVIDED ALWAYS that the Lessee shall only be entitled to serve such Notice upon the Lessor if the Lessor shall have failed to rebuild or re-instate the Demised Premises within a reasonable time after the destruction or damage to the Building takes place.
- 12.2 NO OBLIGATION TO REBUILD OR RE-INSTATE: Nothing herein contained or implied shall be deemed to impose any obligation upon the Lessor to rebuild or re-instate the Building or make it fit for occupation and use BUT NEVERTHELESS the Lessor shall have the right at all reasonable times with workmen and other persons with all necessary materials and appliances to enter upon the Demised Premises for the purpose of rebuilding or re-instating the Building or making it fit for occupation and use of the Lessee.
- 12.3 ABATEMENT OF RENT: In the event that the whole or any part of the Demised Premises shall be destroyed or damaged by the causes referred to in clause 12.1 hereof then the rent payable hereunder shall abate either wholly or partially having regard to the extent of such damage or destruction until such time as the Demised Premises are reinstated or alternative accommodation is provided.

## 13. DEFAULT BY LESSEE AND TERMINATION OF LEASE:

- 13.1 NOTICE TO REMEDY BREACH: Where the Lessee commits or permits any breach or default in the due and punctual observance and performance of the covenants, conditions or provisions of this Lease (or any provision of the agreement(s) if any, described in Item 7 of the Schedule hereto), on the part of the Lessee to be observed and performed and where such default is one capable of remedy (and not being a fundamental persistent serious or repetitive breach) THEN the Lessor shall be entitled to serve upon the Lessee a Notice in writing specifying the nature of the default and the requirement for the Lessee to remedy the same within twenty one (21) days after the date of service thereof.
- 13.2 DETERMINATION ON BREACH OR OTHER DEFAULT:
- 13.2.1 It is hereby expressly agreed and declared that the covenants by the Lessee contained or implied in:
- (i) clause 2 (and as otherwise provided in the Schedule hereof) to pay the annual rent and outgoings;
  - (ii) clause 3 relating inter alia to use, sub-letting occupation, assignment and/or transfer of the Demised Premises;
  - (iii) clause 6 relating inter alia to the Lessee's management of the Demised Premises;
  - (iv) clauses 7.1, 7.2 and 7.5 relating to maintenance repair and cleaning and clause 7.4 whereby the Lessee's undertakes to peaceably surrender and yield up to the Lessor the whole of the Demised Property in good and substantial repair;



- (v) clause 8 relating to provision of access to the Lessor;
- (vi) clause 10 relating to the maintenance by the Lessee of insurances;
- (vii) this Lease relating to compliance with the agreement(s) described in Item 7 of the Schedule hereof;
- (ix) this Lease relating to compliance with the Guidelines;

are (subject to the proviso hereinafter contained) essential and/or fundamental covenants or provisions of this Lease and the breach non-observance or non-performance of any one or more of such covenants and provisions shall be deemed to be a fundamental breach of this Lease on the part of the Lessee PROVIDED THAT the presence of this clause in this Lease shall not mean or be construed as meaning that there are no other fundamental and/or essential covenants or provisions in this Lease.

13.3 RIGHT TO RE-ENTER AND TERMINATE: It is hereby expressly agreed and declared that notwithstanding anything contained or implied in or by the Real Property Act, 1900 or the Conveyancing Act, 1919 the Lessee covenants with the Lessor that:

- 13.3.1 if the rent hereby reserved or any part thereof shall be unpaid for the space of fourteen (14) days (although no formal demand therefore has been made); or
- 13.3.2 if the Lessee has committed a fundamental breach; or
- 13.3.3 if the Lessee fails to remedy the breach or default specified in a Notice served pursuant to clause 13.1 hereof within the time specified in the said Notice; or
- 13.3.4 in case default is made in the fulfilment of any covenant condition or stipulation whether express or implied in this Lease, in the Guidelines or the agreement(s) specified in Item 7 of the Schedule hereof on the part of the Lessee to be performed and observed, and such default is continued for a space of twenty one (21) days; or
- 13.3.5 in case repairs required by any Notice to Repair served pursuant to clause 7.8 hereof are not completed within the time specified in the said Notice; or
- 13.3.6 if the Lessee shall go into liquidation (whether voluntarily or compulsorily);

THEN the Lessor shall be entitled in its absolute discretion to re-enter upon the Demised Premises or any part thereof in the name of the whole and thereby determine the estate of the Lessee therein, expel and remove the Lessee and all other occupiers without liability for the tort of trespass or to the Lessee for any liability it may incur, without prejudice to any remedies which might otherwise be available to the Lessor, and without releasing the Lessee from liability in respect of the breach or non-observance of any covenant or condition or stipulation under this Lease, in the Guidelines or in the agreement(s) described in Item 7 of the Schedule hereto.

- 13.4 Should the Lessor terminate this Lease THEN without prejudice to any other rights or remedies of the Lessor herein contained or implied IT IS EXPRESSLY AGREED AND DECLARED that the Lessor shall be entitled to recover from the Lessee as and by way of liquidated damages for such breach, the Lessee's proportion of the statutory outgoings of the Building, and other monies which would have been payable by the Lessee for the unexpired residue of the term but for such termination calculated from the date of such termination to the date of expiration of the term of this Lease.
- 13.5 RIGHT OF LESSOR TO REMEDY LESSEE'S DEFAULT: On each and every occasion in which the Lessee omits or neglects to pay any money or to do or effect anything which the Lessee has herein covenanted to pay do or effect then it shall be lawful for but not obligatory upon the Lessor (and without prejudice to any rights and powers arising from such default) to pay such money or to do or effect such thing by themselves their architects agents contractors and workmen as if it were the Lessee and for that purpose the Lessors their architects contractors workmen and agents may with seven (7) days prior notice to the Lessee enter upon the whole or any part of the Demised Premises and there remain for the purpose of doing or effecting any such thing and the Lessor may sue for and recover from the Lessee the amount expenses and costs of such payment or of such doing or effecting forthwith as a liquidated debt in any court of competent jurisdiction or otherwise provided for in this Lease.
- 13.6 TERMINATION OF LEASE NOT TO AFFECT ANTECEDENT BREACH: The termination of this Lease shall not prejudice or affect any rights or remedies of the Lessor against the Lessee.
14. WAIVER:
- 14.1 The Lessor shall not be taken to have waived any right or entitlement it may have under this Lease unless and until the waiver is notified in writing to the Lessee.
- 14.2 No consent or waiver by the Lessor in respect of a breach of a covenant or provision under this Lease, shall be deemed to operate as a consent or waiver to or of any other breach of the same or any other covenant or provision (whether of the same or of a different nature).
15. LESSOR TO BECOME LESSEE'S ATTORNEY: By the execution of this Lease the Lessee does irrevocably nominate constitute and appoint the Lessor to be the true and lawful attorney of the Lessee to execute on behalf of and in the name of and as the act and deed of the Lessee, a surrender of this Lease and if necessary a withdrawal of any caveat registered by the Lessee against the Demised Premises or the land of which the Demised Premises may form part as may be necessary to obtain registration thereof PROVIDED ALWAYS THAT such power shall not be exercised unless and until this Lease shall have been determined by the Lessor in accordance with the powers of the Lessor under this Lease expressed or implied sufficient proof whereof to the satisfaction of the authority having control of the registration of the surrender of lease or withdrawal of caveat shall be a declaration of the attorney exercising the power and any such act or deed such attorney shall lawfully do or purport to do or cause to be done by virtue of the said appointment is hereby ratified and confirmed by the Lessee.
16. LESSEE'S RIGHT TO EARLY SURRENDER: Notwithstanding the term of this Lease agreed between the parties hereto, the Lessee may surrender this Lease during the term by giving not less than six (6) months previous notice in writing of such intention to the Lessor. In such event the Lessee shall execute at its expense all documents and do all such things as required to surrender this Lease.

## 17. NOTICES

- 17.1 SERVICE BY LESSOR: All notices to be served by the Lessor on the Lessee under or in respect of this Lease shall be sufficiently served if signed by the Lessor or a person for the time being duly authorised so to do and if served personally or sent by ordinary prepaid post addressed to the Lessee at the Lessee's address shown on the front page of this Lease or if left at the Demised Premises.
- 17.2 SERVICE BY LESSEE: All notices to be given by the Lessee shall be addressed to the Lessor and served at the head office of the Lessor.
- 17.3 MANNER OF SERVICE: Service of any notice served required or authorised by this Lease may be effected in the manner permitted by Section 170 of the Conveyancing Act.

## 18. TERM OF LEASE

- 18.1 TERM OF LEASE: The term of this Lease shall be as stated in Item 4 of the Schedule and on the front page of this Lease. In the event of an inconsistency, the period stated on the front page of this Lease shall prevail as the term of this Lease.

## 19. HOLDING OVER

- 19.1 HOLDING OVER: In the event of the Lessee with the consent of the Lessor continuing in occupation of the Demised Premises after the expiration or sooner determination of the within term, the tenancy shall under all the covenants and provisions of this Lease (with the exception of clause 20 hereunder) continue as a monthly tenancy only, at a monthly rental being one twelfth (1/12th) of the amount of the yearly rental payable hereunder. Such tenancy may be determined by one (1) month's notice in writing from either Party to the other given at any time and to expire on any day.

## 20. OPTION TO RENEW

- 20.1 It is agreed between the Parties hereto that should the Lessee desire to take a renewed Lease of the Demised Premises for a further period as set out in Item 5 of the Schedule from the expiration of the term of this Lease THEN if the Lessee shall serve on the Lessor written notice not less than three (3) months prior to the expiry of the term of this Lease of such desire, and if the Lessee shall not have committed a breach of:
- 20.1.1 the covenant to pay rent herein; or
- 20.1.2 any of the fundamental covenants herein, or
- 20.1.3 any of the terms and conditions of any agreement(s) specified in Item 7 of the Schedule hereto; or
- 20.1.4 any covenant other than those referred to in clauses 17.1.1, 17.1.2 and 17.1.3 hereof on the Lessee's part to be performed in respect of which notice has been given by the Lessor to the Lessee requiring the Lessee to remedy such breach in accordance with clause 13.1 hereof, and with which the Lessee has not complied at the said date of giving notice hereunder;

THEN the Lessor shall at the expense of the Lessee grant to the Lessee a lease of the Demised Premises for a further term as specified in Item 5 of the Schedule hereto at the yearly rental provided under clause 2.1 hereof PROVIDED that the rental shall not be less than the yearly rental payable by the Lessee at the date of the expiration of the term of this Lease. The renewed Lease shall otherwise be on the same covenants, agreements and provisos as are herein contained except that the present clause 20 shall be omitted.

## **21. GOODS AND SERVICES TAX**

- 21.1 *Goods and Services Tax (GST), and GST Law* and other terms used in this clause which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* have the same meanings provided by that Act and *GST Law* includes any other Act, order, ruling or regulation, which imposes or otherwise deals with the administration, regulation or imposition of a GST in Australia.
- 21.2 All rent and other monies payable by the Lessee for the supply of premises under this Lease (in this clause "Supply") are exclusive of GST up to and including 30 June, 2000.
- 21.3 After 30 June, 2000, this Lease (being a lease of residential premises) will be an input taxed supply and there will be no GST liability.
- 21.4 After 30 June, 2000 notwithstanding any other provision of this Lease, if the Supply is declared to be a taxable supply, the Lessee shall pay to the Lessor, or where appropriate the relevant authority, an additional amount equal to ten percent (10%) of the value of the Supply (or such other rate as may be fixed by the GST law).
- 21.5 Each party warrants that at the time any Supply is made on which GST is imposed, that party is or will be registered under the GST Law. If the other party requests written evidence of registration, the party claiming to be registered will promptly produce evidence satisfactory to the party seeking such evidence.

## **22. ARBITRATION**

- 22.1 In the case of a difference arising between the Parties as to their respective rights and obligations under this Lease, the Parties agree that the difference will be settled by an Arbitrator appointed by them by mutual agreement or, failing agreement within twenty days (21) of the difference arising, by an Arbitrator nominated by the President for the time being of the Law Society of New South Wales.
- 22.2 The costs of the appointment or nomination of the Arbitrator will be shared equally by the Parties.
- 22.3 Each Party shall bear its own costs and expenses in relation to the Arbitration.
- 22.4 The Parties will abide by the decision of the Arbitrator which shall be binding and final.



## 23. INTERPRETATION

23.1.1 The following words have these meanings in this Lease unless the contrary intention appears:

BUILDING: Means the building(s) and all improvements erected on the Property Leased as described on page 1 of this Lease.

DEMISED PREMISES: The term "Demised Premises" or "premises" where the context admits means that part of the Property Leased as described on page 1 of this Lease, the Building and includes all fixtures fittings furnishings plant and equipment (if any) and fences now or hereafter installed therein by the Lessors.

ELIGIBLE PERSONS: Means persons of low to moderate income more fully described in Item 6 of the Schedule hereto and selected by the Lessee in accordance with the Guidelines. For the purposes of this Lease income shall be assessed on the same basis as the New South Wales Department of Housing assesses eligibility of applicants for entry to the public housing list.

GUIDELINES: Means the Guidelines of the Program described in Item 2 of the Schedule hereto as amended from time to time.

LESSEE: The term "the Lessee" shall where the context admits extend to and include the Lessee and its successors, executors, administrators and permitted assigns.

LESSOR: The term "the Lessor" shall where the context admits extend to and include the Lessor its successors in title and assigns and its servants workmen agents and contractors.

## 24. GENERAL

24.1 HEADINGS: Headings and sub-headings are included for the sake of ease of reference and the terms covenants conditions or restrictions herein appearing are not to be construed or interpreted by reference to such headings or sub-headings.

24.2 LESSEES SEVERALLY BOUND: Where two or more persons are Lessees the covenants and obligations on their part herein contained shall bind them jointly and each of them severally.


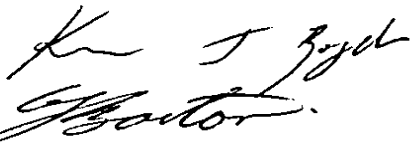
24.3 PLURALS AND GENDERS: Words importing the singular or plural number include the plural and singular numbers respectively and words of each gender shall include any other gender.

24.4 SEVERABILITY: If any term covenant or condition of this Lease or the application thereof to any person or circumstances shall be or become invalid or unenforceable the remaining terms covenants and conditions shall not be affected thereby and such terms covenants and conditions of this Lease shall be valid and enforceable to the fullest extent permitted by law.

24.5 STATUTES AND REGULATIONS: Reference to Statutes and Regulations Ordinances or By-Laws shall be deemed to extend to all Statutes Regulations Ordinances or By-Laws amending consolidating or replacing the same.

### SCHEDULE OF ITEMS

1. **RENT:** **\$1.00 Per Annum**  
(Clause 2)
2. **PROGRAM:** **COMMUNITY HOUSING ASSISTANCE PROGRAM**  
(Clause 3)
3. **OUTGOINGS**
  - 3.1 **RATES, TAXES AND USAGE CHARGES:** Lessee  
(Clause 2)
  - 3.2 **REPAIR OF PREMISES:** Lessee  
(Clause 7)
  - 3.3 **INSURANCE OF BUILDING:** Lessee  
(Clause 10)
4. **TERM OF LEASE:** Five (5) years  
(Clause 18)
5. **TERM OF OPTION:** Five (5) years  
(Clause 20)
6. **ELIGIBLE PERSONS:** People on low to moderate incomes who are eligible for public housing  
(Clause 23)
7. **COLLATERAL DOCUMENTS:** Nil  
(Clause 6)
8. **ANNEXURE(S):** Nil

Form: 07L  
Release:  
www.lpi.nsw.gov.au

# LEASE

New South Wales  
Real Property Act 1900



AC928837P

PRIVACY NOTE: this information is legally required and will become part of the public record

## STAMP DUTY

Office of State Revenue use only

NEW SOUTH WALES DUTY  
06-06-2006 0003510052-006  
SECTION 179-ORIGINAL  
NO DUTY PAYABLE

## (A) TORRENS TITLE

Property leased: if appropriate, specify the part or premises

SEE ANNEXURE "B"

## (B) LODGED BY

Delivery  
Box

416Q

Name, Address or DX and Telephone

DEPARTMENT OF HOUSING LLPN 123287 M  
DX 21226, ASHFIELD

Reference: NB:20060167: MUDGEE

CODE

L

## (C) LESSOR

NEW SOUTH WALES LAND AND HOUSING CORPORATION

The lessor leases to the lessee the property referred to above.

## (D)

Encumbrances (if applicable):

## (E) LESSEE

CENTRAL TABLELANDS HOUSING ASSOCIATION INC. ABN 15 935 365 963

## (F)

TENANCY:

- (G) 1. **TERM:** Five (5) Years
2. **COMMENCING DATE:** 12 September 2005
3. **TERMINATING DATE:** 11 September 2010
4. With an **OPTION TO RENEW** for a period of Five (5) Years  
set out in clause 20 of ANNEXURE "A"
5. With an **OPTION TO PURCHASE** set out in clause N.A. of N.A.
6. Together with and reserving the **RIGHTS** set out in clause N.A. of N.A.
7. Incorporates the provisions set out in **ANNEXURE "A"** hereto.
8. Incorporates the provisions set out in **MEMORANDUM** filed at Land and Property Information New South Wales as  
No. N.A.
9. The **RENT** is set out in clause No. 2.1 of ANNEXURE "A"

All handwriting must be in block capitals.

Total Pages (office use only) \_\_\_\_\_

Page 1 of 16

LAND AND PROPERTY INFORMATION NSW

DATE

26<sup>th</sup> May 2006

(H)

I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Signature of witness:

*C. Patmore*

Name of witness: Cindy Patmore  
Address of witness: 223-239 Liverpool Rd  
ASHFIELD.NSW.2131

Certified correct for the purposes of the Real Property Act 1900 by the authorised officer named below.

Signature of authorised officer:

*Mark Reader*

Authorised officer's name: Mark Reader  
Authority of officer: A/Director, Strategy & Development  
Signing on behalf of: Office of Community Housing

Certified correct for the purposes of the Real Property Act 1900 by the corporation named below the common seal of which was affixed pursuant to the authority specified and in the presence of the authorised person(s) whose signature(s) appear(s) below.  
Corporation: CENTRAL TABLELANDS HOUSING ASSOCIATION INC.  
Authority: Pursuant to the Memorandum of Articles



Signature of authorised person:

*Karen Joyce*

Name of authorised person: Karen Joyce  
Office held: Director

Signature of authorised person:

*Greg Barton*

Name of authorised person: Greg Barton  
Office held: Director

(I) STATUTORY DECLARATION

I, \_\_\_\_\_  
solemnly and sincerely declare that—

1. The time for the exercise of option to \_\_\_\_\_ in expired lease No. \_\_\_\_\_ has ended;
2. The lessee under that lease has not exercised the option

Made and subscribed at \_\_\_\_\_ in the \_\_\_\_\_  
on \_\_\_\_\_  
in the presence of—

Signature of witness:

Signature of lessor:

Name of witness: \_\_\_\_\_

Address of witness: \_\_\_\_\_

Qualification of witness: \_\_\_\_\_



THIS IS ANNEXURE "A" TO THE LEASE DATED THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2005  
BETWEEN: NEW SOUTH WALES LAND AND HOUSING CORPORATION (AS LESSOR)  
AND: CENTRAL TABLELANDS HOUSING ASSOCIATION INC. (AS LESSEE)

**1. EXCLUSION OF STATUTORY PROVISIONS**

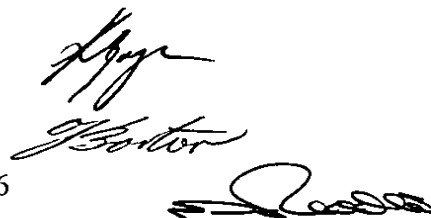
- 1.1 IMPLIED COVENANTS NEGATIVED: The covenants powers and provisions implied in leases by virtue of the Conveyancing Act 1919 (as amended) are hereby expressly negatived except in so far as they or some part or parts thereof are included in the provisions expressed in this Lease.
- 1.2 The exemption under clause 23C of the Residential Tenancies (Residential Premises) Regulation 1995 NSW applies to this Lease and this Lease is exempted from the operation of the Residential Tenancies Act 1987 NSW.

**2. RENT AND OUTGOINGS**

- 2.1 RENT: The yearly rent payable by the Lessee hereunder shall be as stated in Item 1 of the Schedule hereto payable in advance to the Lessor, subject to the Lessor's right to review the rent in accordance with Lessor's policies and the Guidelines.
- 2.2 RATES AND TAXES: The Party specified in Item 3 .1 of the Schedule hereto shall pay all rates taxes charges and assessments which at any time during the term of this Lease are charged upon the Demised Premises or upon any of the Parties hereto.
- 2.3 SERVICES: The Lessee shall pay promptly all charges for electricity, gas and water usage which may from time to time be imposed or charged in respect of electricity, gas and water consumed in or on the Demised Premises to the supply authority on or before the due date therefor and the Lessee shall also pay all charges in respect of any telephone service connected to the Demised Premises and all other charges and impositions imposed by any public utility or authority for the supply of any service supplied to the Demised Premises.

**3. PERMITTED USE OF PREMISES**

- 3.1 USE OF PREMISES: The Lessee covenants and agrees not to use or permit to be used the Demised Premises or any part thereof for any purpose other than as rental accommodation to eligible persons under the Program described in Item 2 of the Schedule hereto or such other uses incidental thereto as are first approved in writing by the Lessor PROVIDED THAT such approval shall not be unreasonably withheld.
- 3.2 ASSIGNMENT AND TRANSFER: The Lessee covenants and agrees not to assign transfer mortgage charge part with possession of or otherwise deal with or dispose of the Demised Premises or any part thereof or by any act or deed procure the Demised Premises or any part thereof to be assigned transferred mortgaged charged or put into the possession of any person or persons without the Lessor's prior written consent.



### 3.3 SUBLETTING:

- 3.3.1 The Lessee shall not sublet or grant any licence affecting the Demised Premises or any part thereof except to an eligible person or persons described in Item 6 of the Schedule hereto.
- 3.3.2 The Lessee shall ensure that the number of sub-tenants does not exceed a reasonable number with regard to the size of the Demised Premises and the facilities available.
- 3.3.3 Subleases shall be in a form which complies with the requirements of the Residential Tenancies Act 1987 and all applicable laws in New South Wales ("the Tenancy Agreement").
- 3.3.4 The Lessee shall not allow an occupier into possession of any part of the Demised Premises until a Tenancy Agreement has been entered into.
- 3.3.5 Any rental collected by the Lessee in respect of the sub-letting of the Demised Premises shall be accounted for separately and applied towards the cost of the outgoings on the Demised Premises.

### 3.4 PREMISES NOT TO REMAIN VACANT: The Lessee shall not cause or permit the Demised Premises or any part thereof to remain unoccupied for any period exceeding one (1) month without the prior written consent of the Lessor which consent shall not be unreasonably withheld.

### 3.5 NO NOXIOUS USE OF PREMISES: The Lessee covenants and agrees that it shall not at any time during the continuance of this Lease:

- 3.5.1 do or permit any use act or thing whatsoever in upon or about the Demised Premises or any part thereof which is illegal or which shall or may be to the annoyance, nuisance, damage or disturbance of owners or occupiers of adjacent premises; or
- 3.5.2 hold or permit to be held any auction sale in or upon the Demised Premises or any part thereof.

## 4. **QUIET ENJOYMENT**

- 4.1 QUIET ENJOYMENT: Upon the Lessee paying the rent hereby reserved and duly and punctually observing and performing the covenants obligations and provisions in this Lease on the part of the Lessee, THEN the Lessee may peaceably possess and enjoy the Demised Premises for the term hereby granted without interruption or disturbance by the Lessor PROVIDED ALWAYS that the Lessor shall have right of access in accordance with the provisions of clause 8 of this Lease.

## 5. **SUITABILITY/ FUNCTIONALITY OF PREMISES**

- 5.1 NO WARRANTY BY LESSOR: The Lessor does not in any way warrant or make any representation whatsoever and nothing in this Lease shall imply or warrant that the Demised Premises are fit or entitled to be used for any particular purpose and the Lessee hereby acknowledges that in entering into this Lease he has not relied upon any representation made by the Lessor as to the suitability of the Demised Premises for any particular purpose of the Lessee AND the Lessor shall not be liable for any loss, damage, claim, cost, demand and expense of any kind whatsoever and howsoever arising in connection thereto.

## **6. MANAGEMENT OF PREMISES**

6.1 MANAGEMENT DURING LEASE: The Parties agree that the Lessee shall manage the Demised Premises in compliance with the Guidelines and any other agreement or agreements as set out in Item 7 of the Schedule. The failure of the Lessee to manage the Demised Premises in accordance with the above shall be deemed to be a fundamental breach of the provisions of this Lease on the part of the Lessee and shall give rise to an immediate right on the part of the Lessor to terminate this Lease in accordance with the provisions of clause 13 hereof.

6.2 ACCOUNTING: The Lessee shall account to the Lessor for all monies collected by Lessee in respect of sub-letting of the Demised Premises and shall in this respect furnish the Lessor with a statement of income and expenditure for the Demised Premises for the twelve months ending on 30 June of each year of its management of the Demised Premises no later than 30 September of that year. The Lessee shall upon request supply such further information relative to the Demised Premises as the Lessor may from time to time require.

## **7. MAINTENANCE REPAIR AND CARE OF PREMISES**

7.1 REPAIR OF PREMISES DURING LEASE: The Party specified in Item 3.2 of the Schedule hereto shall during the whole of the term of the Lease and/ or any holding over period, maintain replace repair and keep the whole of the Demised Premises in good and substantial repair working order and condition, including the fixtures and fittings therein PROVIDED THAT fair wear and tear, damage by fire flood lightning storm tempest and structural damage not caused by the Lessee shall only be excepted.

7.2 REPAIR OF WILFUL DAMAGE: The Lessee covenants and agrees that it shall, during the whole of the term of this Lease and otherwise for so long as the Lessee may remain in possession, be responsible for and shall at its own cost promptly repair and make good any wilful damage of whatsoever nature to the Demised Premises PROVIDED THAT fair wear and tear, damage by fire flood lightning storm tempest and structural defects not caused by the Lessee shall only be excepted.

7.3 INSPECTION RECORD: Prior to the commencement of this Lease the Lessor may at its discretion inspect the Demised Premises making a record of the cleanliness state of repair and working order of appliances. If such an inspection is made the Lessor shall record details of the condition of the Demised Premises on an Inspection Record Form. Two copies of this record shall be signed by the Lessor and delivered to the Lessee before the commencement of this Lease. The Lessee shall check the record noting any discrepancy and sign and return one copy to the Lessor within seven (7) days of commencement of this Lease.

7.4 REPAIR ON TERMINATION OF LEASE: The Lessee covenants and agrees that it shall at the expiration or sooner determination of this Lease peaceably surrender and yield up to the Lessor the whole of the Demised Premises in good and substantial repair order and condition in all respects and clean and free from rubbish PROVIDED THAT fair wear and tear, damage by fire flood lightning storm tempest and structural defects not caused by the Lessee shall only be excepted.

7.5 CLEANING: Without affecting the generality of Clauses 7.7 and 7.8 the Lessee covenants and agrees to clean and keep clean the interior and exterior of all buildings and improvements erected on the Demised Premises.

- 7.6 LESSEE'S COMPLIANCE WITH REGULATIONS, ORDINANCES, ETC: The Lessee at its own expense shall observe and comply with all notices orders directions and proclamations which may be made given notified or ordered by any Council Government or statutory body or authority relating to the Demised Premises or any part thereof including any work of a structural nature arising out of the use and occupation thereof by the Lessee.
- 7.7 GENERAL PROVISIONS: The Lessee covenants and agrees as follows:
- 7.7.1 to keep clean and free all drains and waste pipes in or upon the Demised Premises;
  - 7.7.2 to not use or permit to be used the lavatories toilet sinks drainage and other plumbing facilities in the Demised Premises for any purposes other than those for which they were constructed or provided;
  - 7.7.3 to give the Lessor prompt notice in writing of any breakages to or defects in the water pipes or electrical fittings or in any services as well as any circumstances likely to cause any danger risk or hazard;
  - 7.7.4 to keep all trees plants and lawns (if any) in the Demised Premises in good and substantial condition;
  - 7.7.5 to keep up fences and comply with all and every requirement on the Lessor's part to contribute to the cost of erecting repairing or keeping in repair any dividing fence or as otherwise specified herein;
  - 7.7.6 to take all responsible actions to keep the Demised Premises free of rodents vermin insects and pests;
  - 7.7.7 to notify the Lessor promptly of any infectious disease or illness being a notifiable disease or illness under any State or Commonwealth Legislation occurring in the Demised Premises.
- 7.8 LESSOR'S RIGHT TO REPAIR: The Lessor may serve upon the Lessee a notice in writing of any defect requiring the Lessee forthwith to repair the same ("Notice to Repair") and in default of the Lessee so doing it shall be lawful for the Lessor with seven (7) days prior notice to enter and execute the repairs by its contractors or agents and all costs and expense of carrying out such work shall forthwith be payable by the Lessee to the Lessor PROVIDED THAT fair wear and tear, damage by fire flood lightning storm tempest and structural defects not caused by the Lessee shall only be excepted.
8. **ACCESS**
- 8.1 LESSOR'S RIGHTS OF ACCESS: The Lessor shall have access to the Demised Premises in the following circumstances:
- 8.1.1 immediately and without notice when in the opinion of the Lessor an emergency threatens life or substantial damage in or upon the Demised Premises;
  - 8.1.2 with seven (7) days prior notice to carry out repairs;

- 8.1.3 four times per year at the option of the Lessor with seven (7) days prior notice for the purpose of ascertaining whether the Lessee is complying with the provisions of this Lease or to view the state of repair of the Demised Premises and otherwise as agreed between the parties;
- 8.1.4 in accordance with any Notice issued by the Lessor with respect to any breach or default by the Lessee.

## **9. ALTERATIONS AND ADDITIONS**

- 9.1 NO ALTERATIONS WITHOUT CONSENT: The Lessee covenants and agrees that it shall not without the previous consent in writing of the Lessor erect or construct upon the Demised Premises or any part thereof any building structure or improvement nor carry out any alteration to any building structure or improvement on the Demised Premises or any part thereof ("any Works").
- 9.2 Any Works consented to by the Lessor shall be erected or carried out on such financial arrangements as may be determined by the Lessor, and any Works shall be carried out by qualified tradesmen and in accordance with plans and specifications previously approved in writing by the Lessor and to the satisfaction in all respects of the Lessor.
- 9.3 The Lessor shall not unreasonably withhold consent.

## **10. INSURANCES**

- 10.1 INSURANCE OF BUILDING: The Party specified in Item 3.3 of the Schedule hereto shall at its own cost effect and at all times during the term of the Lease and any holding over period keep in full force and effect insurance of the Building. Where the Party specified in the Schedule is the Lessee, such insurance shall be taken out in the joint names of the Lessee and the Lessor. In such circumstances, the Lessee further agrees that, in the event of any claims under the policy, proceeds of such claims will be the property of the Lessor for its use pursuant to clause 12 hereof or otherwise at the Lessor's absolute discretion.
- 10.2 PUBLIC LIABILITY INSURANCE: The Lessee covenants and agrees to effect and keep current at all times during the term of this Lease with a reputable insurance company approved by the Lessor an insurance policy in respect of Public Liability Insurance for the Lessor's risk as property owner and the Lessee's risk as occupier for a minimum amount of Ten Million Dollars (\$10,000,000.00) or such greater amount as the Lessor may specify in writing.
- 10.3 EVIDENCE OF INSURANCE: The Lessee shall deliver to the Lessor upon demand all cover notes and applicable policies of insurance including any certificates of renewal and receipts for the premiums payable thereunder.
- 10.4 LESSEE NOT VOID INSURANCES: The Lessee shall not at any time during the term of this Lease do or permit any act matter or thing upon the Demised Premises whereby any insurance in respect thereof may be rendered void or voidable.

## 11. RELEASE AND INDEMNITIES

11.1 RELEASE OF LESSOR: The Lessee agrees to occupy use and keep the Demised Premises at the risk of the Lessee and hereby releases to the fullest extent permitted by law the Lessor its servants and agents and contractors in the absence of any negligent act or omission or wilful default on their part from all claims and demands of every kind resulting from any accident damage or injury occurring therein AND the Lessee expressly agrees that in the absence of any negligent act or omission or wilful default on the part of the Lessor as aforesaid, the Lessor shall have no responsibility or liability for any loss or any damage to fixtures and/or personal property of the Lessee.

11.2 LESSEE'S INDEMNITIES: The Lessee hereby does indemnify and hold indemnified the Lessor from and against all actions, claims, demands, losses, damages, costs and expenses which the Lessor may sustain or incur or for which the Lessor may become liable whether during or after the term of this Lease in respect of or arising from :

11.2.1 the neglect or default of the Lessee to observe or perform any of the terms covenants and conditions expressed in or implied in this Lease;

11.2.2 the negligent use or misuse waste or abuse by the Lessee of any water, gas, electricity or other services to the Building;

11.2.3 the overflow leakage or escape of water, fire, gas, electricity or any other harmful agent whatsoever in or from the Demised Premises;

11.2.4 the interruption of services to the Demised Premises;

11.2.5 the failure of the Lessee upon becoming aware of any defect in any of the fire prevention equipment or other facilities presently available (or installed at any future time) in relation to the premises to notify the Lessor of such defect;

11.2.6 the use of the premises and any common parts by the Lessee;

11.2.7 the carrying out of any additions or alterations or other works to the Demised Premises by the Lessee;

11.2.8 the use by the Lessee of any car parking facilities in the Building as permitted by this Lease;

11.2.9 the happening of any accident or event in or about the Demised Premises;

AND it is hereby agreed that the Lessor shall not be liable or in any way responsible to the Lessee for any injury, loss or damage which may be suffered or sustained to any property or by any person on the Demised Premises unless caused by the wilful act or omission of the Lessor its servants or agents.

11.3 SURVIVAL OF INDEMNITIES: Each indemnity in this Lease is a continuing obligation, separate and independent from the other covenants of the Lessee and survives termination of this Lease.



## 12. DESTRUCTION OR DAMAGE TO BUILDING

- 12.1 DESTRUCTION OR DAMAGE TO BUILDING: If the whole or any part of the Demised Premises shall be destroyed or damaged by fire flood lightning storm tempest earthquake or other disabling cause during the term of this Lease so as to render the Demised Premises substantially unfit for the use and occupation of the Lessee then the Lessor may at its discretion endeavour to provide temporary accommodation to the Lessee's sub-tenants until such time as any repairs have been effected. Alternatively, this Lease may be terminated without compensation, by any Party by serving a Notice in writing to the other Party PROVIDED ALWAYS that the Lessee shall only be entitled to serve such Notice upon the Lessor if the Lessor shall have failed to rebuild or re-instate the Demised Premises within a reasonable time after the destruction or damage to the Building takes place.
- 12.2 NO OBLIGATION TO REBUILD OR RE-INSTATE: Nothing herein contained or implied shall be deemed to impose any obligation upon the Lessor to rebuild or re-instate the Building or make it fit for occupation and use BUT NEVERTHELESS the Lessor shall have the right at all reasonable times with workmen and other persons with all necessary materials and appliances to enter upon the Demised Premises for the purpose of rebuilding or re-instating the Building or making it fit for occupation and use of the Lessee.
- 12.3 ABATEMENT OF RENT: In the event that the whole or any part of the Demised Premises shall be destroyed or damaged by the causes referred to in clause 12.1 hereof then the rent payable hereunder shall abate either wholly or partially having regard to the extent of such damage or destruction until such time as the Demised Premises are reinstated or alternative accommodation is provided.

## 13. DEFAULT BY LESSEE AND TERMINATION OF LEASE:

- 13.1 NOTICE TO REMEDY BREACH: Where the Lessee commits or permits any breach or default in the due and punctual observance and performance of the covenants, conditions or provisions of this Lease (or any provision of the agreement(s) if any, described in Item 7 of the Schedule hereto), on the part of the Lessee to be observed and performed and where such default is one capable of remedy (and not being a fundamental persistent serious or repetitive breach) THEN the Lessor shall be entitled to serve upon the Lessee a Notice in writing specifying the nature of the default and the requirement for the Lessee to remedy the same within twenty one (21) days after the date of service thereof.
- 13.2 DETERMINATION ON BREACH OR OTHER DEFAULT:
- 13.2.1 It is hereby expressly agreed and declared that the covenants by the Lessee contained or implied in:
- (i) clause 2 (and as otherwise provided in the Schedule hereof) to pay the annual rent and outgoings;
  - (ii) clause 3 relating inter alia to use, sub-letting occupation, assignment and/or transfer of the Demised Premises;
  - (iii) clause 6 relating inter alia to the Lessee's management of the Demised Premises;
  - (iv) clauses 7.1, 7.2 and 7.5 relating to maintenance repair and cleaning and clause 7.4 whereby the Lessee's undertakes to peaceably surrender and yield up to the Lessor the whole of the Demised Property in good and substantial repair;

- (v) clause 8 relating to provision of access to the Lessor;
- (vi) clause 10 relating to the maintenance by the Lessee of insurances;
- (vii) this Lease relating to compliance with the agreement(s) described in Item 7 of the Schedule hereof;
- (ix) this Lease relating to compliance with the Guidelines;

are (subject to the proviso hereinafter contained) essential and/or fundamental covenants or provisions of this Lease and the breach non-observance or non-performance of any one or more of such covenants and provisions shall be deemed to be a fundamental breach of this Lease on the part of the Lessee PROVIDED THAT the presence of this clause in this Lease shall not mean or be construed as meaning that there are no other fundamental and/or essential covenants or provisions in this Lease.

13.3 RIGHT TO RE-ENTER AND TERMINATE: It is hereby expressly agreed and declared that notwithstanding anything contained or implied in or by the Real Property Act, 1900 or the Conveyancing Act, 1919 the Lessee covenants with the Lessor that:

- 13.3.1 if the rent hereby reserved or any part thereof shall be unpaid for the space of fourteen (14) days (although no formal demand therefore has been made); or
- 13.3.2 if the Lessee has committed a fundamental breach; or
- 13.3.3 if the Lessee fails to remedy the breach or default specified in a Notice served pursuant to clause 13.1 hereof within the time specified in the said Notice; or
- 13.3.4 in case default is made in the fulfilment of any covenant condition or stipulation whether express or implied in this Lease, in the Guidelines or the agreement(s) specified in Item 7 of the Schedule hereof on the part of the Lessee to be performed and observed, and such default is continued for a space of twenty one (21) days; or
- 13.3.5 in case repairs required by any Notice to Repair served pursuant to clause 7.8 hereof are not completed within the time specified in the said Notice; or
- 13.3.6 if the Lessee shall go into liquidation (whether voluntarily or compulsorily);

THEN the Lessor shall be entitled in its absolute discretion to re-enter upon the Demised Premises or any part thereof in the name of the whole and thereby determine the estate of the Lessee therein, expel and remove the Lessee and all other occupiers without liability for the tort of trespass or to the Lessee for any liability it may incur, without prejudice to any remedies which might otherwise be available to the Lessor, and without releasing the Lessee from liability in respect of the breach or non-observance of any covenant or condition or stipulation under this Lease, in the Guidelines or in the agreement(s) described in Item 7 of the Schedule hereto.

- 13.4 Should the Lessor terminate this Lease THEN without prejudice to any other rights or remedies of the Lessor herein contained or implied IT IS EXPRESSLY AGREED AND DECLARED that the Lessor shall be entitled to recover from the Lessee as and by way of liquidated damages for such breach, the Lessee's proportion of the statutory outgoings of the Building, and other monies which would have been payable by the Lessee for the unexpired residue of the term but for such termination calculated from the date of such termination to the date of expiration of the term of this Lease.
- 13.5 RIGHT OF LESSOR TO REMEDY LESSEE'S DEFAULT: On each and every occasion in which the Lessee omits or neglects to pay any money or to do or effect anything which the Lessee has herein covenanted to pay do or effect then it shall be lawful for but not obligatory upon the Lessor (and without prejudice to any rights and powers arising from such default) to pay such money or to do or effect such thing by themselves their architects agents contractors and workmen as if it were the Lessee and for that purpose the Lessors their architects contractors workmen and agents may with seven (7) days prior notice to the Lessee enter upon the whole or any part of the Demised Premises and there remain for the purpose of doing or effecting any such thing and the Lessor may sue for and recover from the Lessee the amount expenses and costs of such payment or of such doing or effecting forthwith as a liquidated debt in any court of competent jurisdiction or otherwise provided for in this Lease.
- 13.6 TERMINATION OF LEASE NOT TO AFFECT ANTECEDENT BREACH: The termination of this Lease shall not prejudice or affect any rights or remedies of the Lessor against the Lessee.
14. WAIVER:
- 14.1 The Lessor shall not be taken to have waived any right or entitlement it may have under this Lease unless and until the waiver is notified in writing to the Lessee.
- 14.2 No consent or waiver by the Lessor in respect of a breach of a covenant or provision under this Lease, shall be deemed to operate as a consent or waiver to or of any other breach of the same or any other covenant or provision (whether of the same or of a different nature).
15. LESSOR TO BECOME LESSEE'S ATTORNEY: By the execution of this Lease the Lessee does irrevocably nominate constitute and appoint the Lessor to be the true and lawful attorney of the Lessee to execute on behalf of and in the name of and as the act and deed of the Lessee, a surrender of this Lease and if necessary a withdrawal of any caveat registered by the Lessee against the Demised Premises or the land of which the Demised Premises may form part as may be necessary to obtain registration thereof PROVIDED ALWAYS THAT such power shall not be exercised unless and until this Lease shall have been determined by the Lessor in accordance with the powers of the Lessor under this Lease expressed or implied sufficient proof whereof to the satisfaction of the authority having control of the registration of the surrender of lease or withdrawal of caveat shall be a declaration of the attorney exercising the power and any such act or deed such attorney shall lawfully do or purport to do or cause to be done by virtue of the said appointment is hereby ratified and confirmed by the Lessee.
16. LESSEE'S RIGHT TO EARLY SURRENDER: Notwithstanding the term of this Lease agreed between the parties hereto, the Lessee may surrender this Lease during the term by giving not less than six (6) months previous notice in writing of such intention to the Lessor. In such event the Lessee shall execute at its expense all documents and do all such things as required to surrender this Lease.

## 17. NOTICES

- 17.1 SERVICE BY LESSOR: All notices to be served by the Lessor on the Lessee under or in respect of this Lease shall be sufficiently served if signed by the Lessor or a person for the time being duly authorised so to do and if served personally or sent by ordinary prepaid post addressed to the Lessee at the Lessee's address shown on the front page of this Lease or if left at the Demised Premises.
- 17.2 SERVICE BY LESSEE: All notices to be given by the Lessee shall be addressed to the Lessor and served at the head office of the Lessor.
- 17.3 MANNER OF SERVICE: Service of any notice served required or authorised by this Lease may be effected in the manner permitted by Section 170 of the Conveyancing Act.

## 18. TERM OF LEASE

- 18.1 TERM OF LEASE: The term of this Lease shall be as stated in Item 4 of the Schedule and on the front page of this Lease. In the event of an inconsistency, the period stated on the front page of this Lease shall prevail as the term of this Lease.

## 19. HOLDING OVER

- 19.1 HOLDING OVER: In the event of the Lessee with the consent of the Lessor continuing in occupation of the Demised Premises after the expiration or sooner determination of the within term, the tenancy shall under all the covenants and provisions of this Lease (with the exception of clause 20 hereunder) continue as a monthly tenancy only, at a monthly rental being one twelfth (1/12th) of the amount of the yearly rental payable hereunder. Such tenancy may be determined by one (1) month's notice in writing from either Party to the other given at any time and to expire on any day.

## 20. OPTION TO RENEW

- 20.1 It is agreed between the Parties hereto that should the Lessee desire to take a renewed Lease of the Demised Premises for a further period as set out in Item 5 of the Schedule from the expiration of the term of this Lease THEN if the Lessee shall serve on the Lessor written notice not less than three (3) months prior to the expiry of the term of this Lease of such desire, and if the Lessee shall not have committed a breach of:

- 20.1.1 the covenant to pay rent herein; or
- 20.1.2 any of the fundamental covenants herein, or
- 20.1.3 any of the terms and conditions of any agreement(s) specified in Item 7 of the Schedule hereto; or
- 20.1.4 any covenant other than those referred to in clauses 17.1.1, 17.1.2 and 17.1.3 hereof on the Lessee's part to be performed in respect of which notice has been given by the Lessor to the Lessee requiring the Lessee to remedy such breach in accordance with clause 13.1 hereof, and with which the Lessee has not complied at the said date of giving notice hereunder;

THEN the Lessor shall at the expense of the Lessee grant to the Lessee a lease of the Demised Premises for a further term as specified in Item 5 of the Schedule hereto at the yearly rental provided under clause 2.1 hereof PROVIDED that the rental shall not be less than the yearly rental payable by the Lessee at the date of the expiration of the term of this Lease. The renewed Lease shall otherwise be on the same covenants, agreements and provisos as are herein contained except that the present clause 20 shall be omitted.

## **21. GOODS AND SERVICES TAX**

- 21.1 *Goods and Services Tax (GST), and GST Law* and other terms used in this clause which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* have the same meanings provided by that Act and *GST Law* includes any other Act, order, ruling or regulation, which imposes or otherwise deals with the administration, regulation or imposition of a GST in Australia.
- 21.2 All rent and other monies payable by the Lessee for the supply of premises under this Lease (in this clause "Supply") are exclusive of GST up to and including 30 June, 2000.
- 21.3 After 30 June, 2000, this Lease (being a lease of residential premises) will be an input taxed supply and there will be no GST liability.
- 21.4 After 30 June, 2000 notwithstanding any other provision of this Lease, if the Supply is declared to be a taxable supply, the Lessee shall pay to the Lessor, or where appropriate the relevant authority, an additional amount equal to ten percent (10%) of the value of the Supply (or such other rate as may be fixed by the GST law).
- 21.5 Each party warrants that at the time any Supply is made on which GST is imposed, that party is or will be registered under the GST Law. If the other party requests written evidence of registration, the party claiming to be registered will promptly produce evidence satisfactory to the party seeking such evidence.

## **22. ARBITRATION**

- 22.1 In the case of a difference arising between the Parties as to their respective rights and obligations under this Lease, the Parties agree that the difference will be settled by an Arbitrator appointed by them by mutual agreement or, failing agreement within twenty days (21) of the difference arising, by an Arbitrator nominated by the President for the time being of the Law Society of New South Wales.
- 22.2 The costs of the appointment or nomination of the Arbitrator will be shared equally by the Parties.
- 22.3 Each Party shall bear its own costs and expenses in relation to the Arbitration.
- 22.4 The Parties will abide by the decision of the Arbitrator which shall be binding and final.

## **23. INTERPRETATION**

23.1.1 The following words have these meanings in this Lease unless the contrary intention appears:

BUILDING: Means the building(s) and all improvements erected on the Property Leased as described on page 1 of this Lease.

DEMISED PREMISES: The term "Demised Premises" or "premises" where the context admits means that part of the Property Leased as described on page 1 of this Lease, the Building and includes all fixtures fittings furnishings plant and equipment (if any) and fences now or hereafter installed therein by the Lessors.

ELIGIBLE PERSONS: Means persons of low to moderate income more fully described in Item 6 of the Schedule hereto and selected by the Lessee in accordance with the Guidelines. For the purposes of this Lease income shall be assessed on the same basis as the New South Wales Department of Housing assesses eligibility of applicants for entry to the public housing list.

GUIDELINES: Means the Guidelines of the Program described in Item 2 of the Schedule hereto as amended from time to time.

LESSEE: The term "the Lessee" shall where the context admits extend to and include the Lessee and its successors, executors, administrators and permitted assigns.

LESSOR: The term "the Lessor" shall where the context admits extend to and include the Lessor its successors in title and assigns and its servants workmen agents and contractors.

## **24. GENERAL**

24.1 HEADINGS: Headings and sub-headings are included for the sake of ease of reference and the terms covenants conditions or restrictions herein appearing are not to be construed or interpreted by reference to such headings or sub-headings.

24.2 LESSEES SEVERALLY BOUND: Where two or more persons are Lessees the covenants and obligations on their part herein contained shall bind them jointly and each of them severally.

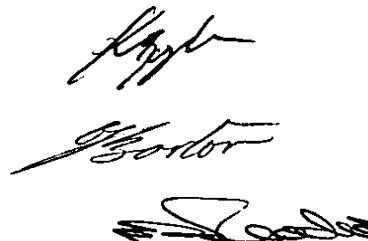
24.3 PLURALS AND GENDERS: Words importing the singular or plural number include the plural and singular numbers respectively and words of each gender shall include any other gender.

24.4 SEVERABILITY: If any term covenant or condition of this Lease or the application thereof to any person or circumstances shall be or become invalid or unenforceable the remaining terms covenants and conditions shall not be affected thereby and such terms covenants and conditions of this Lease shall be valid and enforceable to the fullest extent permitted by law.

24.5 STATUTES AND REGULATIONS: Reference to Statutes and Regulations Ordinances or By-Laws shall be deemed to extend to all Statutes Regulations Ordinances or By-Laws amending consolidating or replacing the same.

### SCHEDULE OF ITEMS

1. **RENT:** **\$1.00 Per Annum.**  
(Clause 2)
2. **PROGRAM:** **COMMUNITY HOUSING ASSISTANCE PROGRAM**  
(Clause 3)
3. **OUTGOINGS**
  - 3.1 **RATES, TAXES AND USAGE CHARGES:** Lessee  
(Clause 2)
  - 3.2 **REPAIR OF PREMISES:** Lessee  
(Clause 7)
  - 3.3 **INSURANCE OF BUILDING:** Lessee  
(Clause 10)
4. **TERM OF LEASE:** Five (5) years  
(Clause 18)
5. **TERM OF OPTION:** Five (5) years  
(Clause 20)
6. **ELIGIBLE PERSONS:** People on low to moderate incomes who are eligible for Public Housing.  
(Clause 23).
7. **COLLATERAL DOCUMENTS:** Nil  
(Clause 6)
8. **ANNEXURE(S):** Annexure "B"





THIS PAGE COMPRISES ANNEXURE "B" TO THE LEASE DATED DAY OF 2005  
 MADE BETWEEN THE NEW SOUTH WALES LAND AND HOUSING CORPORATION (AS LESSOR)  
 CENTRAL TABLELANDS HOUSING ASSOCIATION INC. (AS LESSEE).

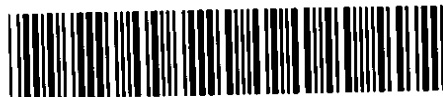
ADDRESS	Folio Identifier	COMMENCEMENT	TERMINATION
Unit 5, 8,13,15,&22 12 Adams Street, MUDGEE ✓	41/706030	12 September 2005	11 September 2010
27 Adams Street, MUDGEE ✓	30/706030	12 September 2005	11 September 2010
175 Church Street, MUDGEE ✓	2/35203	12 September 2005	11 September 2010
19 Cohen Street, MUDGEE ✓	38/253976	12 September 2005	11 September 2010
206 Denison Street, MUDGEE	48/706030	12 September 2005	11 September 2010
216 Gladstone Street, MUDGEE ✓	37/246491	12 September 2005	11 September 2010
225 Gladstone Street, MUDGEE ✓	5/236621	12 September 2005	11 September 2010
18 Grant Street, MUDGEE ✓	6/35203	12 September 2005	11 September 2010
86 Lawson Street, MUDGEE	8/35191 Being Part of the parcel 155 26-183	12 September 2005	11 September 2010
Unit 7, 11 Perry Street, MUDGEE ✓	B/36230	12 September 2005	11 September 2010
Unit 12, Lot 18 Winbourne Street, MUDGEE ✓	18/230349	12 September 2005	11 September 2010

*Handwritten signature: K. T. Joyce*  
*Handwritten signature: Johnston*  
*Handwritten signature: [illegible]*

Form: 07L  
Release:  
www.lpi.nsw.gov.au

# LEASE

New South Wales  
Real Property Act 1900



AC975965N

PRIVACY NOTE: this information is legally required and will become part of the public record

## STAMP DUTY

Office of State Revenue use only

NEW SOUTH WALES DUTY

06-06-2006

0003510052-003

SECTION 179-ORIGINAL

NO DUTY PAYABLE

## (A) TORRENS TITLE

Property leased: if appropriate, specify the part or premises

SEE ANNEXURE "B"

## (B) LODGED BY

Delivery  
Box

416Q

Name, Address or DX and Telephone

DEPARTMENT OF HOUSING  
DX 21226, ASHFIELD

LLPN 123287 M

Reference:

NB: 200 60170: GULBONG

CODE

L

## (C) LESSOR

NEW SOUTH WALES LAND AND HOUSING CORPORATION

The lessor leases to the lessee the property referred to above.

## (D)

Encumbrances (if applicable):

## (E) LESSEE

CENTRAL TABLELANDS HOUSING ASSOCIATION INC. ABN 15 935 365 963

## (F)

TENANCY:

- (G) 1. TERM: Five (5) Years
2. COMMENCING DATE: 22 August 2005
3. TERMINATING DATE: 21 August 2010
4. With an **OPTION TO RENEW** for a period of Five (5) Years  
set out in clause 20 of ANNEXURE "A"
5. With an **OPTION TO PURCHASE** set out in clause N.A. of N.A.
6. Together with and reserving the **RIGHTS** set out in clause N.A. of N.A.
7. Incorporates the provisions set out in **ANNEXURE "A"** hereto.
8. Incorporates the provisions set out in **MEMORANDUM** filed at Land and Property Information New South Wales as  
No. N.A.
9. The **RENT** is set out in clause No. 2.1 of ANNEXURE "A"

All handwriting must be in block capitals.

Total Pages (office use only) \_\_\_\_\_

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LAND AND PROPERTY INFORMATION NSW

CT SIGHTED  
CANC. & RET.

6/3/07

DATE

26<sup>th</sup> May 2006

(H)

I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Signature of witness:

*Cindy Patmore*

Name of witness:

Cindy Patmore

Address of witness:

223-239 Liverpool Rd

ASHFIELD.NSW-2131

Certified correct for the purposes of the Real Property Act 1900 by the authorised officer named below.

Signature of authorised officer:

*Mark Reader*

Authorised officer's name:

Office of Community Housing

Authority of officer:

A/Director, Strategy & Development

Signing on behalf of:

Mark Reader

Certified correct for the purposes of the Real Property Act 1900 by the corporation named below the common seal of which was affixed pursuant to the authority specified and in the presence of the authorised person(s) whose signature(s) appear(s) below.

Corporation: CENTRAL TABLELANDS HOUSING ASSOCIATION INC.

Authority: Pursuant to the Memorandum of Articles



Signature of authorised person:

*Karen Boyd*

Name of authorised person:

Karen Boyd

Office held:

Director

Signature of authorised person:

*Greg Barton*

Name of authorised person:

Greg Barton

Office held:

Director

# (I) STATUTORY DECLARATION

I,

solemnly and sincerely declare that—

1. The time for the exercise of option to \_\_\_\_\_ in expired lease No. \_\_\_\_\_ has ended;
2. The lessee under that lease has not exercised the option

Made and subscribed at \_\_\_\_\_

in the \_\_\_\_\_

on \_\_\_\_\_

in the presence of—

Signature of witness:

Signature of lessor:

Name of witness:

\_\_\_\_\_

Address of witness:

\_\_\_\_\_

Qualification of witness:

\_\_\_\_\_

THIS IS ANNEXURE "A" TO THE LEASE DATED THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2005  
BETWEEN: NEW SOUTH WALES LAND AND HOUSING CORPORATION (AS LESSOR)  
AND: CENTRAL TABLELANDS HOUSING ASSOCIATION INC. (AS LESSEE)

**1. EXCLUSION OF STATUTORY PROVISIONS**

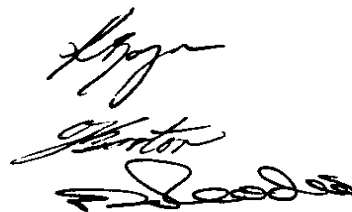
- 1.1 IMPLIED COVENANTS NEGATIVED: The covenants powers and provisions implied in leases by virtue of the Conveyancing Act 1919 (as amended) are hereby expressly negatived except in so far as they or some part or parts thereof are included in the provisions expressed in this Lease.
- 1.2 The exemption under clause 23C of the Residential Tenancies (Residential Premises) Regulation 1995 NSW applies to this Lease and this Lease is exempted from the operation of the Residential Tenancies Act 1987 NSW.

**2. RENT AND OUTGOINGS**

- 2.1 RENT: The yearly rent payable by the Lessee hereunder shall be as stated in Item 1 of the Schedule hereto payable in advance to the Lessor, subject to the Lessor's right to review the rent in accordance with Lessor's policies and the Guidelines.
- 2.2 RATES AND TAXES: The Party specified in Item 3 .1 of the Schedule hereto shall pay all rates taxes charges and assessments which at any time during the term of this Lease are charged upon the Demised Premises or upon any of the Parties hereto.
- 2.3 SERVICES: The Lessee shall pay promptly all charges for electricity, gas and water usage which may from time to time be imposed or charged in respect of electricity, gas and water consumed in or on the Demised Premises to the supply authority on or before the due date therefor and the Lessee shall also pay all charges in respect of any telephone service connected to the Demised Premises and all other charges and impositions imposed by any public utility or authority for the supply of any service supplied to the Demised Premises.

**3. PERMITTED USE OF PREMISES**

- 3.1 USE OF PREMISES: The Lessee covenants and agrees not to use or permit to be used the Demised Premises or any part thereof for any purpose other than as rental accommodation to eligible persons under the Program described in Item 2 of the Schedule hereto or such other uses incidental thereto as are first approved in writing by the Lessor PROVIDED THAT such approval shall not be unreasonably withheld.
- 3.2 ASSIGNMENT AND TRANSFER: The Lessee covenants and agrees not to assign transfer mortgage charge part with possession of or otherwise deal with or dispose of the Demised Premises or any part thereof or by any act or deed procure the Demised Premises or any part thereof to be assigned transferred mortgaged charged or put into the possession of any person or persons without the Lessor's prior written consent.



### 3.3 SUBLETTING:

- 3.3.1 The Lessee shall not sublet or grant any licence affecting the Demised Premises or any part thereof except to an eligible person or persons described in Item 6 of the Schedule hereto.
- 3.3.2 The Lessee shall ensure that the number of sub-tenants does not exceed a reasonable number with regard to the size of the Demised Premises and the facilities available.
- 3.3.3 Subleases shall be in a form which complies with the requirements of the Residential Tenancies Act 1987 and all applicable laws in New South Wales ("the Tenancy Agreement").
- 3.3.4 The Lessee shall not allow an occupier into possession of any part of the Demised Premises until a Tenancy Agreement has been entered into.
- 3.3.5 Any rental collected by the Lessee in respect of the sub-letting of the Demised Premises shall be accounted for separately and applied towards the cost of the outgoings on the Demised Premises.

### 3.4 PREMISES NOT TO REMAIN VACANT: The Lessee shall not cause or permit the Demised Premises or any part thereof to remain unoccupied for any period exceeding one (1) month without the prior written consent of the Lessor which consent shall not be unreasonably withheld.

### 3.5 NO NOXIOUS USE OF PREMISES: The Lessee covenants and agrees that it shall not at any time during the continuance of this Lease:

- 3.5.1 do or permit any use act or thing whatsoever in upon or about the Demised Premises or any part thereof which is illegal or which shall or may be to the annoyance, nuisance, damage or disturbance of owners or occupiers of adjacent premises; or
- 3.5.2 hold or permit to be held any auction sale in or upon the Demised Premises or any part thereof.

## 4. **QUIET ENJOYMENT**

- 4.1 QUIET ENJOYMENT: Upon the Lessee paying the rent hereby reserved and duly and punctually observing and performing the covenants obligations and provisions in this Lease on the part of the Lessee, THEN the Lessee may peaceably possess and enjoy the Demised Premises for the term hereby granted without interruption or disturbance by the Lessor PROVIDED ALWAYS that the Lessor shall have right of access in accordance with the provisions of clause 8 of this Lease.

## 5. **SUITABILITY/ FUNCTIONALITY OF PREMISES**

- 5.1 NO WARRANTY BY LESSOR: The Lessor does not in any way warrant or make any representation whatsoever and nothing in this Lease shall imply or warrant that the Demised Premises are fit or entitled to be used for any particular purpose and the Lessee hereby acknowledges that in entering into this Lease he has not relied upon any representation made by the Lessor as to the suitability of the Demised Premises for any particular purpose of the Lessee AND the Lessor shall not be liable for any loss, damage, claim, cost, demand and expense of any kind whatsoever and howsoever arising in connection thereto.

## **6. MANAGEMENT OF PREMISES**

- 6.1 MANAGEMENT DURING LEASE: The Parties agree that the Lessee shall manage the Demised Premises in compliance with the Guidelines and any other agreement or agreements as set out in Item 7 of the Schedule. The failure of the Lessee to manage the Demised Premises in accordance with the above shall be deemed to be a fundamental breach of the provisions of this Lease on the part of the Lessee and shall give rise to an immediate right on the part of the Lessor to terminate this Lease in accordance with the provisions of clause 13 hereof.
- 6.2 ACCOUNTING: The Lessee shall account to the Lessor for all monies collected by Lessee in respect of sub-letting of the Demised Premises and shall in this respect furnish the Lessor with a statement of income and expenditure for the Demised Premises for the twelve months ending on 30 June of each year of its management of the Demised Premises no later than 30 September of that year. The Lessee shall upon request supply such further information relative to the Demised Premises as the Lessor may from time to time require.

## **7. MAINTENANCE REPAIR AND CARE OF PREMISES**

- 7.1 REPAIR OF PREMISES DURING LEASE: The Party specified in Item 3.2 of the Schedule hereto shall during the whole of the term of the Lease and/ or any holding over period, maintain replace repair and keep the whole of the Demised Premises in good and substantial repair working order and condition, including the fixtures and fittings therein PROVIDED THAT fair wear and tear, damage by fire flood lightning storm tempest and structural damage not caused by the Lessee shall only be excepted.
- 7.2 REPAIR OF WILFUL DAMAGE: The Lessee covenants and agrees that it shall, during the whole of the term of this Lease and otherwise for so long as the Lessee may remain in possession, be responsible for and shall at its own cost promptly repair and make good any wilful damage of whatsoever nature to the Demised Premises PROVIDED THAT fair wear and tear, damage by fire flood lightning storm tempest and structural defects not caused by the Lessee shall only be excepted.
- 7.3 INSPECTION RECORD: Prior to the commencement of this Lease the Lessor may at its discretion inspect the Demised Premises making a record of the cleanliness state of repair and working order of appliances. If such an inspection is made the Lessor shall record details of the condition of the Demised Premises on an Inspection Record Form. Two copies of this record shall be signed by the Lessor and delivered to the Lessee before the commencement of this Lease. The Lessee shall check the record noting any discrepancy and sign and return one copy to the Lessor within seven (7) days of commencement of this Lease.
- 7.4 REPAIR ON TERMINATION OF LEASE: The Lessee covenants and agrees that it shall at the expiration or sooner determination of this Lease peaceably surrender and yield up to the Lessor the whole of the Demised Premises in good and substantial repair order and condition in all respects and clean and free from rubbish PROVIDED THAT fair wear and tear, damage by fire flood lightning storm tempest and structural defects not caused by the Lessee shall only be excepted.
- 7.5 CLEANING: Without affecting the generality of Clauses 7.7 and 7.8 the Lessee covenants and agrees to clean and keep clean the interior and exterior of all buildings and improvements erected on the Demised Premises.

- 7.6 LESSEE'S COMPLIANCE WITH REGULATIONS, ORDINANCES, ETC: The Lessee at its own expense shall observe and comply with all notices orders directions and proclamations which may be made given notified or ordered by any Council Government or statutory body or authority relating to the Demised Premises or any part thereof including any work of a structural nature arising out of the use and occupation thereof by the Lessee.
- 7.7 GENERAL PROVISIONS: The Lessee covenants and agrees as follows:
- 7.7.1 to keep clean and free all drains and waste pipes in or upon the Demised Premises;
  - 7.7.2 to not use or permit to be used the lavatories toilet sinks drainage and other plumbing facilities in the Demised Premises for any purposes other than those for which they were constructed or provided;
  - 7.7.3 to give the Lessor prompt notice in writing of any breakages to or defects in the water pipes or electrical fittings or in any services as well as any circumstances likely to cause any danger risk or hazard;
  - 7.7.4 to keep all trees plants and lawns (if any) in the Demised Premises in good and substantial condition;
  - 7.7.5 to keep up fences and comply with all and every requirement on the Lessor's part to contribute to the cost of erecting repairing or keeping in repair any dividing fence or as otherwise specified herein;
  - 7.7.6 to take all responsible actions to keep the Demised Premises free of rodents vermin insects and pests;
  - 7.7.7 to notify the Lessor promptly of any infectious disease or illness being a notifiable disease or illness under any State or Commonwealth Legislation occurring in the Demised Premises.
- 7.8 LESSOR'S RIGHT TO REPAIR: The Lessor may serve upon the Lessee a notice in writing of any defect requiring the Lessee forthwith to repair the same ("Notice to Repair") and in default of the Lessee so doing it shall be lawful for the Lessor with seven (7) days prior notice to enter and execute the repairs by its contractors or agents and all costs and expense of carrying out such work shall forthwith be payable by the Lessee to the Lessor PROVIDED THAT fair wear and tear, damage by fire flood lightning storm tempest and structural defects not caused by the Lessee shall only be excepted.
8. **ACCESS**
- 8.1 LESSOR'S RIGHTS OF ACCESS: The Lessor shall have access to the Demised Premises in the following circumstances:
- 8.1.1 immediately and without notice when in the opinion of the Lessor an emergency threatens life or substantial damage in or upon the Demised Premises;
  - 8.1.2 with seven (7) days prior notice to carry out repairs;



- 8.1.3 four times per year at the option of the Lessor with seven (7) days prior notice for the purpose of ascertaining whether the Lessee is complying with the provisions of this Lease or to view the state of repair of the Demised Premises and otherwise as agreed between the parties;
- 8.1.4 in accordance with any Notice issued by the Lessor with respect to any breach or default by the Lessee.

## **9. ALTERATIONS AND ADDITIONS**

- 9.1 **NO ALTERATIONS WITHOUT CONSENT:** The Lessee covenants and agrees that it shall not without the previous consent in writing of the Lessor erect or construct upon the Demised Premises or any part thereof any building structure or improvement nor carry out any alteration to any building structure or improvement on the Demised Premises or any part thereof ("any Works").
- 9.2 Any Works consented to by the Lessor shall be erected or carried out on such financial arrangements as may be determined by the Lessor, and any Works shall be carried out by qualified tradesmen and in accordance with plans and specifications previously approved in writing by the Lessor and to the satisfaction in all respects of the Lessor.
- 9.3 The Lessor shall not unreasonably withhold consent.

## **10. INSURANCES**

- 10.1 **INSURANCE OF BUILDING:** The Party specified in Item 3.3 of the Schedule hereto shall at its own cost effect and at all times during the term of the Lease and any holding over period keep in full force and effect insurance of the Building. Where the Party specified in the Schedule is the Lessee, such insurance shall be taken out in the joint names of the Lessee and the Lessor. In such circumstances, the Lessee further agrees that, in the event of any claims under the policy, proceeds of such claims will be the property of the Lessor for its use pursuant to clause 12 hereof or otherwise at the Lessor's absolute discretion.
- 10.2 **PUBLIC LIABILITY INSURANCE:** The Lessee covenants and agrees to effect and keep current at all times during the term of this Lease with a reputable insurance company approved by the Lessor an insurance policy in respect of Public Liability Insurance for the Lessor's risk as property owner and the Lessee's risk as occupier for a minimum amount of Ten Million Dollars (\$10,000,000.00) or such greater amount as the Lessor may specify in writing.
- 10.3 **EVIDENCE OF INSURANCE:** The Lessee shall deliver to the Lessor upon demand all cover notes and applicable policies of insurance including any certificates of renewal and receipts for the premiums payable thereunder.
- 10.4 **LESSEE NOT VOID INSURANCES:** The Lessee shall not at any time during the term of this Lease do or permit any act matter or thing upon the Demised Premises whereby any insurance in respect thereof may be rendered void or voidable.

## 11. RELEASE AND INDEMNITIES

11.1 RELEASE OF LESSOR: The Lessee agrees to occupy use and keep the Demised Premises at the risk of the Lessee and hereby releases to the fullest extent permitted by law the Lessor its servants and agents and contractors in the absence of any negligent act or omission or wilful default on their part from all claims and demands of every kind resulting from any accident damage or injury occurring therein AND the Lessee expressly agrees that in the absence of any negligent act or omission or wilful default on the part of the Lessor as aforesaid, the Lessor shall have no responsibility or liability for any loss or any damage to fixtures and/or personal property of the Lessee.

11.2 LESSEE'S INDEMNITIES: The Lessee hereby does indemnify and hold indemnified the Lessor from and against all actions, claims, demands, losses, damages, costs and expenses which the Lessor may sustain or incur or for which the Lessor may become liable whether during or after the term of this Lease in respect of or arising from :

11.2.1 the neglect or default of the Lessee to observe or perform any of the terms covenants and conditions expressed in or implied in this Lease;

11.2.2 the negligent use or misuse waste or abuse by the Lessee of any water, gas, electricity or other services to the Building;

11.2.3 the overflow leakage or escape of water, fire, gas, electricity or any other harmful agent whatsoever in or from the Demised Premises;

11.2.4 the interruption of services to the Demised Premises;

11.2.5 the failure of the Lessee upon becoming aware of any defect in any of the fire prevention equipment or other facilities presently available (or installed at any future time) in relation to the premises to notify the Lessor of such defect;

11.2.6 the use of the premises and any common parts by the Lessee;

11.2.7 the carrying out of any additions or alterations or other works to the Demised Premises by the Lessee;

11.2.8 the use by the Lessee of any car parking facilities in the Building as permitted by this Lease;

11.2.9 the happening of any accident or event in or about the Demised Premises;

AND it is hereby agreed that the Lessor shall not be liable or in any way responsible to the Lessee for any injury, loss or damage which may be suffered or sustained to any property or by any person on the Demised Premises unless caused by the wilful act or omission of the Lessor its servants or agents.

11.3 SURVIVAL OF INDEMNITIES: Each indemnity in this Lease is a continuing obligation, separate and independent from the other covenants of the Lessee and survives termination of this Lease.

## **12. DESTRUCTION OR DAMAGE TO BUILDING**

- 12.1 DESTRUCTION OR DAMAGE TO BUILDING: If the whole or any part of the Demised Premises shall be destroyed or damaged by fire flood lightning storm tempest earthquake or other disabling cause during the term of this Lease so as to render the Demised Premises substantially unfit for the use and occupation of the Lessee then the Lessor may at its discretion endeavour to provide temporary accommodation to the Lessee's sub-tenants until such time as any repairs have been effected. Alternatively, this Lease may be terminated without compensation, by any Party by serving a Notice in writing to the other Party PROVIDED ALWAYS that the Lessee shall only be entitled to serve such Notice upon the Lessor if the Lessor shall have failed to rebuild or re-instate the Demised Premises within a reasonable time after the destruction or damage to the Building takes place.
- 12.2 NO OBLIGATION TO REBUILD OR RE-INSTATE: Nothing herein contained or implied shall be deemed to impose any obligation upon the Lessor to rebuild or re-instate the Building or make it fit for occupation and use BUT NEVERTHELESS the Lessor shall have the right at all reasonable times with workmen and other persons with all necessary materials and appliances to enter upon the Demised Premises for the purpose of rebuilding or re-instating the Building or making it fit for occupation and use of the Lessee.
- 12.3 ABATEMENT OF RENT: In the event that the whole or any part of the Demised Premises shall be destroyed or damaged by the causes referred to in clause 12.1 hereof then the rent payable hereunder shall abate either wholly or partially having regard to the extent of such damage or destruction until such time as the Demised Premises are reinstated or alternative accommodation is provided.

## **13. DEFAULT BY LESSEE AND TERMINATION OF LEASE:**

- 13.1 NOTICE TO REMEDY BREACH: Where the Lessee commits or permits any breach or default in the due and punctual observance and performance of the covenants, conditions or provisions of this Lease (or any provision of the agreement(s) if any, described in Item 7 of the Schedule hereto), on the part of the Lessee to be observed and performed and where such default is one capable of remedy (and not being a fundamental persistent serious or repetitive breach) THEN the Lessor shall be entitled to serve upon the Lessee a Notice in writing specifying the nature of the default and the requirement for the Lessee to remedy the same within twenty one (21) days after the date of service thereof.
- 13.2 DETERMINATION ON BREACH OR OTHER DEFAULT:
- 13.2.1 It is hereby expressly agreed and declared that the covenants by the Lessee contained or implied in:
- (i) clause 2 (and as otherwise provided in the Schedule hereof) to pay the annual rent and outgoings;
  - (ii) clause 3 relating inter alia to use, sub-letting occupation, assignment and/or transfer of the Demised Premises;
  - (iii) clause 6 relating inter alia to the Lessee's management of the Demised Premises;
  - (iv) clauses 7.1, 7.2 and 7.5 relating to maintenance repair and cleaning and clause 7.4 whereby the Lessee's undertakes to peaceably surrender and yield up to the Lessor the whole of the Demised Property in good and substantial repair;

- (v) clause 8 relating to provision of access to the Lessor;
- (vi) clause 10 relating to the maintenance by the Lessee of insurances;
- (vii) this Lease relating to compliance with the agreement(s) described in Item 7 of the Schedule hereof;
- (ix) this Lease relating to compliance with the Guidelines;

are (subject to the proviso hereinafter contained) essential and/or fundamental covenants or provisions of this Lease and the breach non-observance or non-performance of any one or more of such covenants and provisions shall be deemed to be a fundamental breach of this Lease on the part of the Lessee PROVIDED THAT the presence of this clause in this Lease shall not mean or be construed as meaning that there are no other fundamental and/or essential covenants or provisions in this Lease.

13.3 RIGHT TO RE-ENTER AND TERMINATE: It is hereby expressly agreed and declared that notwithstanding anything contained or implied in or by the Real Property Act, 1900 or the Conveyancing Act, 1919 the Lessee covenants with the Lessor that:

- 13.3.1 if the rent hereby reserved or any part thereof shall be unpaid for the space of fourteen (14) days (although no formal demand therefore has been made); or
- 13.3.2 if the Lessee has committed a fundamental breach; or
- 13.3.3 if the Lessee fails to remedy the breach or default specified in a Notice served pursuant to clause 13.1 hereof within the time specified in the said Notice; or
- 13.3.4 in case default is made in the fulfilment of any covenant condition or stipulation whether express or implied in this Lease, in the Guidelines or the agreement(s) specified in Item 7 of the Schedule hereof on the part of the Lessee to be performed and observed, and such default is continued for a space of twenty one (21) days; or
- 13.3.5 in case repairs required by any Notice to Repair served pursuant to clause 7.8 hereof are not completed within the time specified in the said Notice; or
- 13.3.6 if the Lessee shall go into liquidation (whether voluntarily or compulsorily);

THEN the Lessor shall be entitled in its absolute discretion to re-enter upon the Demised Premises or any part thereof in the name of the whole and thereby determine the estate of the Lessee therein, expel and remove the Lessee and all other occupiers without liability for the tort of trespass or to the Lessee for any liability it may incur, without prejudice to any remedies which might otherwise be available to the Lessor, and without releasing the Lessee from liability in respect of the breach or non-observance of any covenant or condition or stipulation under this Lease, in the Guidelines or in the agreement(s) described in Item 7 of the Schedule hereto.

- 13.4 Should the Lessor terminate this Lease THEN without prejudice to any other rights or remedies of the Lessor herein contained or implied IT IS EXPRESSLY AGREED AND DECLARED that the Lessor shall be entitled to recover from the Lessee as and by way of liquidated damages for such breach, the Lessee's proportion of the statutory outgoings of the Building, and other monies which would have been payable by the Lessee for the unexpired residue of the term but for such termination calculated from the date of such termination to the date of expiration of the term of this Lease.
- 13.5 RIGHT OF LESSOR TO REMEDY LESSEE'S DEFAULT: On each and every occasion in which the Lessee omits or neglects to pay any money or to do or effect anything which the Lessee has herein covenanted to pay do or effect then it shall be lawful for but not obligatory upon the Lessor (and without prejudice to any rights and powers arising from such default) to pay such money or to do or effect such thing by themselves their architects agents contractors and workmen as if it were the Lessee and for that purpose the Lessors their architects contractors workmen and agents may with seven (7) days prior notice to the Lessee enter upon the whole or any part of the Demised Premises and there remain for the purpose of doing or effecting any such thing and the Lessor may sue for and recover from the Lessee the amount expenses and costs of such payment or of such doing or effecting forthwith as a liquidated debt in any court of competent jurisdiction or otherwise provided for in this Lease.
- 13.6 TERMINATION OF LEASE NOT TO AFFECT ANTECEDENT BREACH: The termination of this Lease shall not prejudice or affect any rights or remedies of the Lessor against the Lessee.
14. WAIVER:
- 14.1 The Lessor shall not be taken to have waived any right or entitlement it may have under this Lease unless and until the waiver is notified in writing to the Lessee.
- 14.2 No consent or waiver by the Lessor in respect of a breach of a covenant or provision under this Lease, shall be deemed to operate as a consent or waiver to or of any other breach of the same or any other covenant or provision (whether of the same or of a different nature).
15. LESSOR TO BECOME LESSEE'S ATTORNEY: By the execution of this Lease the Lessee does irrevocably nominate constitute and appoint the Lessor to be the true and lawful attorney of the Lessee to execute on behalf of and in the name of and as the act and deed of the Lessee, a surrender of this Lease and if necessary a withdrawal of any caveat registered by the Lessee against the Demised Premises or the land of which the Demised Premises may form part as may be necessary to obtain registration thereof PROVIDED ALWAYS THAT such power shall not be exercised unless and until this Lease shall have been determined by the Lessor in accordance with the powers of the Lessor under this Lease expressed or implied sufficient proof whereof to the satisfaction of the authority having control of the registration of the surrender of lease or withdrawal of caveat shall be a declaration of the attorney exercising the power and any such act or deed such attorney shall lawfully do or purport to do or cause to be done by virtue of the said appointment is hereby ratified and confirmed by the Lessee.
16. LESSEE'S RIGHT TO EARLY SURRENDER: Notwithstanding the term of this Lease agreed between the parties hereto, the Lessee may surrender this Lease during the term by giving not less than six (6) months previous notice in writing of such intention to the Lessor. In such event the Lessee shall execute at its expense all documents and do all such things as required to surrender this Lease.

## **17. NOTICES**

- 17.1 SERVICE BY LESSOR: All notices to be served by the Lessor on the Lessee under or in respect of this Lease shall be sufficiently served if signed by the Lessor or a person for the time being duly authorised so to do and if served personally or sent by ordinary prepaid post addressed to the Lessee at the Lessee's address shown on the front page of this Lease or if left at the Demised Premises.
- 17.2 SERVICE BY LESSEE: All notices to be given by the Lessee shall be addressed to the Lessor and served at the head office of the Lessor.
- 17.3 MANNER OF SERVICE: Service of any notice served required or authorised by this Lease may be effected in the manner permitted by Section 170 of the Conveyancing Act.

## **18. TERM OF LEASE**

- 18.1 TERM OF LEASE: The term of this Lease shall be as stated in Item 4 of the Schedule and on the front page of this Lease. In the event of an inconsistency, the period stated on the front page of this Lease shall prevail as the term of this Lease.

## **19. HOLDING OVER**

- 19.1 HOLDING OVER: In the event of the Lessee with the consent of the Lessor continuing in occupation of the Demised Premises after the expiration or sooner determination of the within term, the tenancy shall under all the covenants and provisions of this Lease (with the exception of clause 20 hereunder) continue as a monthly tenancy only, at a monthly rental being one twelfth (1/12th) of the amount of the yearly rental payable hereunder. Such tenancy may be determined by one (1) month's notice in writing from either Party to the other given at any time and to expire on any day.

## **20. OPTION TO RENEW**

- 20.1 It is agreed between the Parties hereto that should the Lessee desire to take a renewed Lease of the Demised Premises for a further period as set out in Item 5 of the Schedule from the expiration of the term of this Lease THEN if the Lessee shall serve on the Lessor written notice not less than three (3) months prior to the expiry of the term of this Lease of such desire, and if the Lessee shall not have committed a breach of:
- 20.1.1 the covenant to pay rent herein; or
  - 20.1.2 any of the fundamental covenants herein, or
  - 20.1.3 any of the terms and conditions of any agreement(s) specified in Item 7 of the Schedule hereto; or
  - 20.1.4 any covenant other than those referred to in clauses 17.1.1, 17.1.2 and 17.1.3 hereof on the Lessee's part to be performed in respect of which notice has been given by the Lessor to the Lessee requiring the Lessee to remedy such breach in accordance with clause 13.1 hereof, and with which the Lessee has not complied at the said date of giving notice hereunder;

THEN the Lessor shall at the expense of the Lessee grant to the Lessee a lease of the Demised Premises for a further term as specified in Item 5 of the Schedule hereto at the yearly rental provided under clause 2.1 hereof PROVIDED that the rental shall not be less than the yearly rental payable by the Lessee at the date of the expiration of the term of this Lease. The renewed Lease shall otherwise be on the same covenants, agreements and provisos as are herein contained except that the present clause 20 shall be omitted.

## **21. GOODS AND SERVICES TAX**

- 21.1 *Goods and Services Tax (GST), and GST Law* and other terms used in this clause which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* have the same meanings provided by that Act and *GST Law* includes any other Act, order, ruling or regulation, which imposes or otherwise deals with the administration, regulation or imposition of a GST in Australia.
- 21.2 All rent and other monies payable by the Lessee for the supply of premises under this Lease (in this clause "Supply") are exclusive of GST up to and including 30 June, 2000.
- 21.3 After 30 June, 2000, this Lease (being a lease of residential premises) will be an input taxed supply and there will be no GST liability.
- 21.4 After 30 June, 2000 notwithstanding any other provision of this Lease, if the Supply is declared to be a taxable supply, the Lessee shall pay to the Lessor, or where appropriate the relevant authority, an additional amount equal to ten percent (10%) of the value of the Supply (or such other rate as may be fixed by the GST law).
- 21.5 Each party warrants that at the time any Supply is made on which GST is imposed, that party is or will be registered under the GST Law. If the other party requests written evidence of registration, the party claiming to be registered will promptly produce evidence satisfactory to the party seeking such evidence.

## **22. ARBITRATION**

- 22.1 In the case of a difference arising between the Parties as to their respective rights and obligations under this Lease, the Parties agree that the difference will be settled by an Arbitrator appointed by them by mutual agreement or, failing agreement within twenty days (21) of the difference arising, by an Arbitrator nominated by the President for the time being of the Law Society of New South Wales.
- 22.2 The costs of the appointment or nomination of the Arbitrator will be shared equally by the Parties.
- 22.3 Each Party shall bear its own costs and expenses in relation to the Arbitration.
- 22.4 The Parties will abide by the decision of the Arbitrator which shall be binding and final.

## **23. INTERPRETATION**

23.1.1 The following words have these meanings in this Lease unless the contrary intention appears:

BUILDING: Means the building(s) and all improvements erected on the Property Leased as described on page 1 of this Lease.

DEMISED PREMISES: The term "Demised Premises" or "premises" where the context admits means that part of the Property Leased as described on page 1 of this Lease, the Building and includes all fixtures fittings furnishings plant and equipment (if any) and fences now or hereafter installed therein by the Lessors.

ELIGIBLE PERSONS: Means persons of low to moderate income more fully described in Item 6 of the Schedule hereto and selected by the Lessee in accordance with the Guidelines. For the purposes of this Lease income shall be assessed on the same basis as the New South Wales Department of Housing assesses eligibility of applicants for entry to the public housing list.

GUIDELINES: Means the Guidelines of the Program described in Item 2 of the Schedule hereto as amended from time to time.

LESSEE: The term "the Lessee" shall where the context admits extend to and include the Lessee and its successors, executors, administrators and permitted assigns.

LESSOR: The term "the Lessor" shall where the context admits extend to and include the Lessor its successors in title and assigns and its servants workmen agents and contractors.

## **24. GENERAL**

24.1 HEADINGS: Headings and sub-headings are included for the sake of ease of reference and the terms covenants conditions or restrictions herein appearing are not to be construed or interpreted by reference to such headings or sub-headings.

24.2 LESSEES SEVERALLY BOUND: Where two or more persons are Lessees the covenants and obligations on their part herein contained shall bind them jointly and each of them severally.

24.3 PLURALS AND GENDERS: Words importing the singular or plural number include the plural and singular numbers respectively and words of each gender shall include any other gender.

24.4 SEVERABILITY: If any term covenant or condition of this Lease or the application thereof to any person or circumstances shall be or become invalid or unenforceable the remaining terms covenants and conditions shall not be affected thereby and such terms covenants and conditions of this Lease shall be valid and enforceable to the fullest extent permitted by law.

24.5 STATUTES AND REGULATIONS: Reference to Statutes and Regulations Ordinances or By-Laws shall be deemed to extend to all Statutes Regulations Ordinances or By-Laws amending consolidating or replacing the same.



**SCHEDULE OF ITEMS**

1. **RENT:** **\$1.00 Per Annum.**  
(Clause 2)
2. **PROGRAM:** **COMMUNITY HOUSING ASSISTANCE PROGRAM**  
(Clause 3)
3. **OUTGOINGS**
  - 3.1 **RATES, TAXES AND USAGE CHARGES:** Lessee  
(Clause 2)
  - 3.2 **REPAIR OF PREMISES:** Lessee  
(Clause 7)
  - 3.3 **INSURANCE OF BUILDING:** Lessee  
(Clause 10)
4. **TERM OF LEASE:** Five (5) years  
(Clause 18)
5. **TERM OF OPTION:** Five (5) years  
(Clause 20)
6. **ELIGIBLE PERSONS:** People on low to moderate incomes who are eligible for Public Housing.  
(Clause 23).
7. **COLLATERAL DOCUMENTS:** Nil  
(Clause 6)
8. **ANNEXURE(S):** Annexure "B"



THIS PAGE COMPRISES ANNEXURE "B" TO THE LEASE DATED DAY OF 2005  
 MADE BETWEEN THE NEW SOUTH WALES LAND AND HOUSING CORPORATION (AS LESSOR)  
 CENTRAL TABLELANDS HOUSING ASSOCIATION INC. (AS LESSEE).

ADDRESS	Folio Identifier	COMMENCEMENT	TERMINATION
8 Cooyal Street, GULGONG	5/716485	22 August 2005	21 August 2010
12 Cooyal Street, GULGONG	3/716485	22 August 2005	21 August 2010
✓ X 203 Mayne Street, GULGONG	2/36115 being Part A site consd 3650-214	22 August 2005	21 August 2010
39 Burrundulla Street, MUDGEE	24/500987	22 August 2005	21 August 2010
183 Church Street, MUDGEE	7/238892	22 August 2005	21 August 2010
206 Church Street, MUDGEE	4/38965	22 August 2005	21 August 2010
214 Church Street, MUDGEE	8/38965	22 August 2005	21 August 2010
215 Church Street, MUDGEE	14/220421	22 August 2005	21 August 2010
9 Cohen Street, MUDGEE	29/246491	22 August 2005	21 August 2010
✓ X 24A Cox Street, MUDGEE	2/758721 being part of Auto consd 6180-003	22 August 2005	21 August 2010
86 Inglis Street, MUDGEE	2/36296	22 August 2005	21 August 2010
✓ X Unit 12, 11 Perry Street MUDGEE	B/36230	22 August 2005	21 August 2010
161 Horatio Street MUDGEE	4/88591	22 August 2005	21 August 2010
107 Lewis Street MUDGEE	5/35191	22 August 2005	21 August 2010
1 Third Street, MUDGEE	3/238234	22 August 2005	21 August 2010
17 Winbourne Street, MUDGEE	27/230349	22 August 2005	21 August 2010
✓ X Unit 6, Lot 17 Winbourne Street, MUDGEE	23/230349	22 August 2005	21 August 2010
✓ X Unit 10, Lot 17 Winbourne Street, MUDGEE	18/230349	22 August 2005	21 August 2010

*[Handwritten signatures]*

Form: 07L  
Release:  
www.lpi.nsw.gov.au

# LEASE

New South Wales  
Real Property Act 1900



AD104923S

PRIVACY NOTE: this information is legally required and will become part of the public record

## STAMP DUTY

Office of State Revenue use only

NEW SOUTH WALES DUTY  
19-08-2005 0002896067-004  
SECTION 179-ORIGINAL  
NO DUTY PAYABLE

## (A) TORRENS TITLE

Property leased: if appropriate, specify the part or premises

SEE ANNEXURE "B"

## (B) LODGED BY

Delivery  
Box

416Q

Name, Address or DX and Telephone

DEPARTMENT OF HOUSING  
DX 21226 - ASHFIELD

LLPN: 123287 M

CODE

L

Reference: <sup>LC</sup> MG:20050402: MUDGE

## (C) LESSOR

NEW SOUTH WALES LAND AND HOUSING CORPORATION

The lessor leases to the lessee the property referred to above.

## (D)

Encumbrances (if applicable):

## (E) LESSEE

CENTRAL TABLELANDS HOUSING ASSOCIATION INC.

## (F)

TENANCY:

## (G) 1. TERM: Five (5) Years

2. COMMENCING DATE: 11 April 2005 (annexure "B")

3. TERMINATING DATE: 10 April 2010 (annexure "B")

4. With an OPTION TO RENEW for a period of five (5) Years

set out in clause 20 of ANNEXURE "A"

5. With an OPTION TO PURCHASE set out in clause N.A. of N.A.

6. Together with and reserving the RIGHTS set out in clause N.A. of N.A.

7. Incorporates the provisions set out in ANNEXURE "A" hereto.

8. Incorporates the provisions set out in MEMORANDUM filed at Land and Property Information New South Wales as No. N.A.

9. The RENT is set out in clause No. 2.1 of ANNEXURE "A"

All handwriting must be in block capitals.

Total Pages (office use only) 15

Page 1 of 15

LAND AND PROPERTY INFORMATION NSW

CT SIGHTED

CANC. & RET:

re 18/220421, 35/253561

DATE 3rd August 2005

(H)

I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Signature of witness: [Signature]

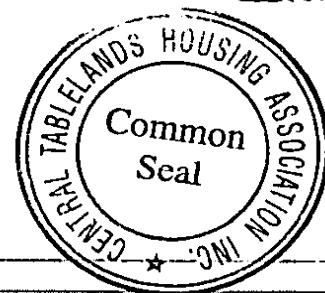
Name of witness: IAN JONES  
Address of witness: 223-239 Liverpool  
ASHFIELD NSW

Certified correct for the purposes of the Real Property Act 1900 by the authorised officer named below.

Signature of authorised officer: [Signature]

Authorised officer's name: MAURA BOLAND  
Authority of officer: EXECUTIVE DIRECTOR  
Signing on behalf of: NEW SOUTH WALES  
LAND AND HOUSING CORPORATION

Certified correct for the purposes of the Real Property Act 1900 by the corporation named below the common seal of which was affixed pursuant to the authority specified and in the presence of the authorised person(s) whose signature(s) appear(s) below.  
Corporation: CENTRAL TABLELANDS HOUSING ASSOCIATION INC.  
Authority: Pursuant to the Memorandum of Articles



Signature of authorised person: [Signature]  
Name of authorised person: K Boyde  
Office held: Director

Signature of authorised person: [Signature]  
Name of authorised person: C. Barton  
Office held: Director

(I) STATUTORY DECLARATION

I, \_\_\_\_\_  
solemnly and sincerely declare that—

1. The time for the exercise of option to \_\_\_\_\_ in expired lease No. \_\_\_\_\_ has ended;
2. The lessee under that lease has not exercised the option

I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900.

Made and subscribed at \_\_\_\_\_ in the State of New South Wales  
on \_\_\_\_\_  
in the presence of—

Signature of witness:

Signature of lessor:

Name of witness: \_\_\_\_\_

Address of witness: \_\_\_\_\_

Qualification of witness: \_\_\_\_\_

THIS IS ANNEXURE "A" TO THE LEASE DATED THE THIRD DAY OF August 2005  
BETWEEN: NEW SOUTH WALES LAND AND HOUSING CORPORATION (AS LESSOR)  
AND: CENTRAL TABLELANDS HOUSING ASSOCIATION INC.(AS LESSEE)

**1. EXCLUSION OF STATUTORY PROVISIONS**

- 1.1 IMPLIED COVENANTS NEGATIVED: The covenants powers and provisions implied in leases by virtue of the Conveyancing Act 1919 (as amended) are hereby expressly negatived except in so far as they or some part or parts thereof are included in the provisions expressed in this Lease.
- 1.2 The exemption under clause 23C of the Residential Tenancies (Residential Premises) Regulation 1995 NSW applies to this Lease and this Lease is exempted from the operation of the Residential Tenancies Act 1987 NSW.

**2. RENT AND OUTGOINGS**

- 2.1 RENT: The yearly rent payable by the Lessee hereunder shall be as stated in Item 1 of the Schedule hereto payable in advance to the Lessor, subject to the Lessor's right to review the rent in accordance with Lessor's policies and the Guidelines.
- 2.2 RATES AND TAXES: The Party specified in Item 3.1 of the Schedule hereto shall pay all rates taxes charges and assessments which at any time during the term of this Lease are charged upon the Demised Premises or upon any of the Parties hereto.
- 2.3 SERVICES: The Lessee shall pay promptly all charges for electricity, gas and water usage which may from time to time be imposed or charged in respect of electricity, gas and water consumed in or on the Demised Premises to the supply authority on or before the due date therefor and the Lessee shall also pay all charges in respect of any telephone service connected to the Demised Premises and all other charges and impositions imposed by any public utility or authority for the supply of any service supplied to the Demised Premises.

**3. PERMITTED USE OF PREMISES**

- 3.1 USE OF PREMISES: The Lessee covenants and agrees not to use or permit to be used the Demised Premises or any part thereof for any purpose other than as rental accommodation to eligible persons under the Program described in Item 2 of the Schedule hereto or such other uses incidental thereto as are first approved in writing by the Lessor PROVIDED THAT such approval shall not be unreasonably withheld.
- 3.2 ASSIGNMENT AND TRANSFER: The Lessee covenants and agrees not to assign transfer mortgage charge part with possession of or otherwise deal with or dispose of the Demised Premises or any part thereof or by any act or deed procure the Demised Premises or any part thereof to be assigned transferred mortgaged charged or put into the possession of any person or persons without the Lessor's prior written consent.
- 3.3 SUBLETTING:
- 3.3.1 The Lessee shall not sublet or grant any licence affecting the Demised Premises or any part thereof except to an eligible person or persons described in Item 6 of the Schedule hereto.
- 3.3.2 The Lessee shall ensure that the number of sub-tenants does not exceed a reasonable number with regard to the size of the Demised Premises and the facilities available.
- 3.3.3 Subleases shall be in a form which complies with the requirements of the Residential Tenancies Act 1987 and all applicable laws in New South Wales ("the Tenancy Agreement").
- 3.3.4 The Lessee shall not allow an occupier into possession of any part of the Demised Premises until a Tenancy Agreement has been entered into.

3.3.5 Any rental collected by the Lessee in respect of the sub-letting of the Demised Premises shall be accounted for separately and applied towards the cost of the outgoings on the Demised Premises.

3.4 PREMISES NOT TO REMAIN VACANT: The Lessee shall not cause or permit the Demised Premises or any part thereof to remain unoccupied for any period exceeding one (1) month without the prior written consent of the Lessor which consent shall not be unreasonably withheld.

3.5 NO NOXIOUS USE OF PREMISES: The Lessee covenants and agrees that it shall not at any time during the continuance of this Lease:

3.5.1 do or permit any use act or thing whatsoever in upon or about the Demised Premises or any part thereof which is illegal or which shall or may be to the annoyance, nuisance, damage or disturbance of owners or occupiers of adjacent premises; or

3.5.2 hold or permit to be held any auction sale in or upon the Demised Premises or any part thereof.

#### 4. QUIET ENJOYMENT

4.1 QUIET ENJOYMENT: Upon the Lessee paying the rent hereby reserved and duly and punctually observing and performing the covenants obligations and provisions in this Lease on the part of the Lessee, THEN the Lessee may peaceably possess and enjoy the Demised Premises for the term hereby granted without interruption or disturbance by the Lessor PROVIDED ALWAYS that the Lessor shall have right of access in accordance with the provisions of clause 8 of this Lease.

#### 5. SUITABILITY/ FUNCTIONALITY OF PREMISES

5.1 NO WARRANTY BY LESSOR: The Lessor does not in any way warrant or make any representation whatsoever and nothing in this Lease shall imply or warrant:-

5.1.1 that the Demised Premises are fit or entitled to be used for any particular purpose and the Lessee hereby acknowledges that in entering into this Lease he has not relied upon any representation made by the Lessor as to the suitability of the Demised Premises for any particular purpose of the Lessee;

5.1.2 the performance or functionality of services to the Demised Premises, appliances, fixtures and fittings at the Demised Premises which may have a clock or date function and/or date dependency for their proper operation, and which may be adversely affected by the advent or continuance of the year 2000 or any other year or by the extra day occurring in the year 2000 or in any subsequent leap year ("the Year 2000 Problem"),

AND the Lessor shall not be liable for any loss, damage, claim, cost, demand and expense of any kind whatsoever and howsoever arising in connection thereto.

#### 6. MANAGEMENT OF PREMISES

6.1 MANAGEMENT DURING LEASE: The Parties agree that the Lessee shall manage the Demised Premises in compliance with the Guidelines and any other agreement or agreements as set out in Item 7 of the Schedule. The failure of the Lessee to manage the Demised Premises in accordance with the above shall be deemed to be a fundamental breach of the provisions of this Lease on the part of the Lessee and shall give rise to an immediate right on the part of the Lessor to terminate this Lease in accordance with the provisions of clause 13 hereof.

- 6.2 **ACCOUNTING:** The Lessee shall account to the Lessor for all monies collected by Lessee in respect of sub-letting of the Demised Premises and shall in this respect furnish the Lessor with a statement of income and expenditure for the Demised Premises for the twelve months ending on 30 June of each year of its management of the Demised Premises no later than 30 September of that year. The Lessee shall upon request supply such further information relative to the Demised Premises as the Lessor may from time to time require.

**7. MAINTENANCE REPAIR AND CARE OF PREMISES**

- 7.1 **REPAIR OF PREMISES DURING LEASE:** The Party specified in Item 3.2 of the Schedule hereto shall during the whole of the term of the Lease and/ or any holding over period, maintain replace repair and keep the whole of the Demised Premises in good and substantial repair working order and condition, including the fixtures and fittings therein **PROVIDED THAT** fair wear and tear, damage by fire flood lightning storm tempest and structural damage not caused by the Lessee shall only be excepted.

- 7.2 **REPAIR OF WILFUL DAMAGE:** The Lessee covenants and agrees that it shall, during the whole of the term of this Lease and otherwise for so long as the Lessee may remain in possession, be responsible for and shall at its own cost promptly repair and make good any wilful damage of whatsoever nature to the Demised Premises **PROVIDED THAT** fair wear and tear, damage by fire flood lightning storm tempest and structural defects not caused by the Lessee shall only be excepted.

- 7.3 **INSPECTION RECORD:** Prior to the commencement of this Lease the Lessor may at its discretion inspect the Demised Premises making a record of the cleanliness state of repair and working order of appliances. If such an inspection is made the Lessor shall record details of the condition of the Demised Premises on an Inspection Record Form. Two copies of this record shall be signed by the Lessor and delivered to the Lessee before the commencement of this Lease. The Lessee shall check the record noting any discrepancy and sign and return one copy to the Lessor within seven (7) days of commencement of this Lease.

- 7.4 **REPAIR ON TERMINATION OF LEASE:** The Lessee covenants and agrees that it shall at the expiration or sooner determination of this Lease peaceably surrender and yield up to the Lessor the whole of the Demised Premises in good and substantial repair order and condition in all respects and clean and free from rubbish **PROVIDED THAT** fair wear and tear, damage by fire flood lightning storm tempest and structural defects not caused by the Lessee shall only be excepted.

- 7.5 **CLEANING:** Without affecting the generality of Clauses 7.7 and 7.8 the Lessee covenants and agrees to clean and keep clean the interior and exterior of all buildings and improvements erected on the Demised Premises.

- 7.6 **LESSEE'S COMPLIANCE WITH REGULATIONS, ORDINANCES, ETC:** The Lessee at its own expense shall observe and comply with all notices orders directions and proclamations which may be made given notified or ordered by any Council Government or statutory body or authority relating to the Demised Premises or any part thereof including any work of a structural nature arising out of the use and occupation thereof by the Lessee.

- 7.7 **GENERAL PROVISIONS:** The Lessee covenants and agrees as follows:

- 7.7.1 to keep clean and free all drains and waste pipes in or upon the Demised Premises;
- 7.7.2 to not use or permit to be used the lavatories toilet sinks drainage and other plumbing facilities in the Demised Premises for any purposes other than those for which they were constructed or provided;
- 7.7.3 to give the Lessor prompt notice in writing of any breakages to or defects in the water pipes or electrical fittings or in any services as well as any circumstances likely to cause any danger risk or hazard;
- 7.7.4 to keep all trees plants and lawns (if any) in the Demised Premises in good and substantial condition;



- 7.7.5 to keep up fences and comply with all and every requirement on the Lessor's part to contribute to the cost of erecting repairing or keeping in repair any dividing fence or as otherwise specified herein;
- 7.7.6 to take all responsible actions to keep the Demised Premises free of rodents vermin insects and pests;
- 7.7.7 to notify the Lessor promptly of any infectious disease or illness being a notifiable disease or illness under any State or Commonwealth Legislation occurring in the Demised Premises.

7.8 LESSOR'S RIGHT TO REPAIR: The Lessor may serve upon the Lessee a notice in writing of any defect requiring the Lessee forthwith to repair the same ("Notice to Repair") and in default of the Lessee so doing it shall be lawful for the Lessor with seven (7) days prior notice to enter and execute the repairs by its contractors or agents and all costs and expense of carrying out such work shall forthwith be payable by the Lessee to the Lessor PROVIDED THAT fair wear and tear, damage by fire flood lightning storm tempest and structural defects not caused by the Lessee shall only be excepted.

## 8. ACCESS

8.1 LESSOR'S RIGHTS OF ACCESS: The Lessor shall have access to the Demised Premises in the following circumstances:

- 8.1.1 immediately and without notice when in the opinion of the Lessor an emergency threatens life or substantial damage in or upon the Demised Premises;
- 8.1.2 with seven (7) days prior notice to carry out repairs;
- 8.1.3 four times per year at the option of the Lessor with seven (7) days prior notice for the purpose of ascertaining whether the Lessee is complying with the provisions of this Lease or to view the state of repair of the Demised Premises and otherwise as agreed between the parties;
- 8.1.4 in accordance with any Notice issued by the Lessor with respect to any breach or default by the Lessee.

## 9. ALTERATIONS AND ADDITIONS

9.1 NO ALTERATIONS WITHOUT CONSENT: The Lessee covenants and agrees that it shall not without the previous consent in writing of the Lessor erect or construct upon the Demised Premises or any part thereof any building structure or improvement nor carry out any alteration to any building structure or improvement on the Demised Premises or any part thereof ("any Works").

9.2 Any Works consented to by the Lessor shall be erected or carried out on such financial arrangements as may be determined by the Lessor, and any Works shall be carried out by qualified tradesmen and in accordance with plans and specifications previously approved in writing by the Lessor and to the satisfaction in all respects of the Lessor.

9.3 The Lessor shall not unreasonably withhold consent.



## 10. INSURANCES

- 10.1 INSURANCE OF BUILDING: The Party specified in Item 3.3 of the Schedule hereto shall at its own cost effect and at all times during the term of the Lease and any holding over period keep in full force and effect insurance of the Building. Where the Party specified in the Schedule is the Lessee, such insurance shall be taken out in the joint names of the Lessee and the Lessor. In such circumstances, the Lessee further agrees that, in the event of any claims under the policy, proceeds of such claims will be the property of the Lessor for its use pursuant to clause 12 hereof or otherwise at the Lessor's absolute discretion.
- 10.2 PUBLIC LIABILITY INSURANCE: The Lessee covenants and agrees to effect and keep current at all times during the term of this Lease with a reputable insurance company approved by the Lessor an insurance policy in respect of Public Liability Insurance for the Lessor's risk as property owner and the Lessee's risk as occupier for a minimum amount of Ten Million Dollars (\$10,000,000.00) or such greater amount as the Lessor may specify in writing.
- 10.3 EVIDENCE OF INSURANCE: The Lessee shall deliver to the Lessor upon demand all cover notes and applicable policies of insurance including any certificates of renewal and receipts for the premiums payable thereunder.
- 10.4 LESSEE NOT VOID INSURANCES: The Lessee shall not at any time during the term of this Lease do or permit any act matter or thing upon the Demised Premises whereby any insurance in respect thereof may be rendered void or voidable.

## 11. RELEASE AND INDEMNITIES

- 11.1 RELEASE OF LESSOR: The Lessee agrees to occupy use and keep the Demised Premises at the risk of the Lessee and hereby releases to the fullest extent permitted by law the Lessor its servants and agents and contractors in the absence of any negligent act or omission or wilful default on their part from all claims and demands of every kind resulting from any accident damage or injury occurring therein (including a claim or demand resulting from the Year 2000 Problem as described in clause 5.1.2 hereof) AND the Lessee expressly agrees that in the absence of any negligent act or omission or wilful default on the part of the Lessor as aforesaid, the Lessor shall have no responsibility or liability for any loss or any damage to fixtures and/or personal property of the Lessee.
- 11.2 LESSEE'S INDEMNITIES: The Lessee hereby does indemnify and hold indemnified the Lessor from and against all actions, claims, demands, losses, damages, costs and expenses which the Lessor may sustain or incur or for which the Lessor may become liable whether during or after the term of this Lease in respect of or arising from :
- 11.2.1 the neglect or default of the Lessee to observe or perform any of the terms covenants and conditions expressed in or implied in this Lease;
  - 11.2.2 the negligent use or misuse waste or abuse by the Lessee of any water, gas, electricity or other services to the Building;
  - 11.2.3 the overflow leakage or escape of water, fire, gas, electricity or any other harmful agent whatsoever in or from the Demised Premises;
  - 11.2.4 the interruption of services to the Demised Premises;
  - 11.2.5 the failure of the Lessee upon becoming aware of any defect in any of the fire prevention equipment or other facilities presently available (or installed at any future time) in relation to the premises to notify the Lessor of such defect;
  - 11.2.6 the use of the premises and any common parts by the Lessee;

- 11.2.7 the carrying out of any additions or alterations or other works to the Demised Premises by the Lessee;
- 11.2.8 the use by the Lessee of any car parking facilities in the Building as permitted by this Lease;
- 11.2.9 the happening of any accident or event in or about the Demised Premises;

AND it is hereby agreed that the Lessor shall not be liable or in any way responsible to the Lessee for any injury, loss or damage which may be suffered or sustained to any property or by any person on the Demised Premises unless caused by the wilful act or omission of the Lessor its servants or agents.

- 11.3 SURVIVAL OF INDEMNITIES: Each indemnity in this Lease is a continuing obligation, separate and independent from the other covenants of the Lessee and survives termination of this Lease.

## 12. DESTRUCTION OR DAMAGE TO BUILDING

- 12.1 DESTRUCTION OR DAMAGE TO BUILDING: If the whole or any part of the Demised Premises shall be destroyed or damaged by fire flood lightning storm tempest earthquake or other disabling cause during the term of this Lease so as to render the Demised Premises substantially unfit for the use and occupation of the Lessee then the Lessor may at its discretion endeavour to provide temporary accommodation to the Lessee's sub-tenants until such time as any repairs have been effected. Alternatively, this Lease may be terminated without compensation, by any Party by serving a Notice in writing to the other Party PROVIDED ALWAYS that the Lessee shall only be entitled to serve such Notice upon the Lessor if the Lessor shall have failed to rebuild or re-instate the Demised Premises within a reasonable time after the destruction or damage to the Building takes place.

- 12.2 NO OBLIGATION TO REBUILD OR RE-INSTATE: Nothing herein contained or implied shall be deemed to impose any obligation upon the Lessor to rebuild or re-instate the Building or make it fit for occupation and use BUT NEVERTHELESS the Lessor shall have the right at all reasonable times with workmen and other persons with all necessary materials and appliances to enter upon the Demised Premises for the purpose of rebuilding or re-instating the Building or making it fit for occupation and use of the Lessee.

- 12.3 ABATEMENT OF RENT: In the event that the whole or any part of the Demised Premises shall be destroyed or damaged by the causes referred to in clause 12.1 hereof then the rent payable hereunder shall abate either wholly or partially having regard to the extent of such damage or destruction until such time as the Demised Premises are reinstated or alternative accommodation is provided.

## 13. DEFAULT BY LESSEE AND TERMINATION OF LEASE:

- 13.1 NOTICE TO REMEDY BREACH: Where the Lessee commits or permits any breach or default in the due and punctual observance and performance of the covenants, conditions or provisions of this Lease (or any provision of the agreement(s) if any, described in Item 7 of the Schedule hereto), on the part of the Lessee to be observed and performed and where such default is one capable of remedy (and not being a fundamental persistent serious or repetitive breach) THEN the Lessor shall be entitled to serve upon the Lessee a Notice in writing specifying the nature of the default and the requirement for the Lessee to remedy the same within twenty one (21) days after the date of service thereof.

### 13.2 DETERMINATION ON BREACH OR OTHER DEFAULT:

- 13.2.1 It is hereby expressly agreed and declared that the covenants by the Lessee contained or implied in:
  - (i) clause 2 (and as otherwise provided in the Schedule hereof) to pay the annual rent and outgoings;
  - (ii) clause 3 relating inter alia to use, sub-letting occupation, assignment and/or transfer of the Demised Premises;

- (iii) clause 6 relating inter alia to the Lessee's management of the Demised Premises;
- (iv) clauses 7.1, 7.2 and 7.5 relating to maintenance repair and cleaning and clause 7.4 whereby the Lessee's undertakes to peaceably surrender and yield up to the Lessor the whole of the Demised Property in good and substantial repair;
- (v) clause 8 relating to provision of access to the Lessor;
- (vi) clause 10 relating to the maintenance by the Lessee of insurances;
- (vii) this Lease relating to compliance with the agreement(s) described in Item 7 of the Schedule hereof;
- (ix) this Lease relating to compliance with the Guidelines;

are (subject to the proviso hereinafter contained) essential and/or fundamental covenants or provisions of this Lease and the breach non-observance or non-performance of any one or more of such covenants and provisions shall be deemed to be a fundamental breach of this Lease on the part of the Lessee PROVIDED THAT the presence of this clause in this Lease shall not mean or be construed as meaning that there are no other fundamental and/or essential covenants or provisions in this Lease.

13.3 RIGHT TO RE-ENTER AND TERMINATE: It is hereby expressly agreed and declared that notwithstanding anything contained or implied in or by the Real Property Act, 1900 or the Conveyancing Act, 1919 the Lessee covenants with the Lessor that:

- 13.3.1 if the rent hereby reserved or any part thereof shall be unpaid for the space of fourteen (14) days (although no formal demand therefore has been made); or
- 13.3.2 if the Lessee has committed a fundamental breach; or
- 13.3.3 if the Lessee fails to remedy the breach or default specified in a Notice served pursuant to clause 13.1 hereof within the time specified in the said Notice; or
- 13.3.4 in case default is made in the fulfilment of any covenant condition or stipulation whether express or implied in this Lease, in the Guidelines or the agreement(s) specified in Item 7 of the Schedule hereof on the part of the Lessee to be performed and observed, and such default is continued for a space of twenty one (21) days; or
- 13.3.5 in case repairs required by any Notice to Repair served pursuant to clause 7.8 hereof are not completed within the time specified in the said Notice; or
- 13.3.6 if the Lessee shall go into liquidation (whether voluntarily or compulsorily);

THEN the Lessor shall be entitled in its absolute discretion to re-enter upon the Demised Premises or any part thereof in the name of the whole and thereby determine the estate of the Lessee therein, expel and remove the Lessee and all other occupiers without liability for the tort of trespass or to the Lessee for any liability it may incur, without prejudice to any remedies which might otherwise be available to the Lessor, and without releasing the Lessee from liability in respect of the breach or non-observance of any covenant or condition or stipulation under this Lease, in the Guidelines or in the agreement(s) described in Item 7 of the Schedule hereto.

- 13.4 Should the Lessor terminate this Lease THEN without prejudice to any other rights or remedies of the Lessor herein contained or implied IT IS EXPRESSLY AGREED AND DECLARED that the Lessor shall be entitled to recover from the Lessee as and by way of liquidated damages for such breach, the Lessee's proportion of the statutory outgoings of the Building, and other monies which would have been payable by the Lessee for the unexpired residue of the term but for such termination calculated from the date of such termination to the date of expiration of the term of this Lease.
- 13.5 RIGHT OF LESSOR TO REMEDY LESSEE'S DEFAULT: On each and every occasion in which the Lessee omits or neglects to pay any money or to do or effect anything which the Lessee has herein covenanted to pay do or effect then it shall be lawful for but not obligatory upon the Lessor (and without prejudice to any rights and powers arising from such default) to pay such money or to do or effect such thing by themselves their architects agents contractors and workmen as if it were the Lessee and for that purpose the Lessors their architects contractors workmen and agents may with seven (7) days prior notice to the Lessee enter upon the whole or any part of the Demised Premises and there remain for the purpose of doing or effecting any such thing and the Lessor may sue for and recover from the Lessee the amount expenses and costs of such payment or of such doing or effecting forthwith as a liquidated debt in any court of competent jurisdiction or otherwise provided for in this Lease.
- 13.6 TERMINATION OF LEASE NOT TO AFFECT ANTECEDENT BREACH: The termination of this Lease shall not prejudice or affect any rights or remedies of the Lessor against the Lessee.
14. WAIVER:
- 14.1 The Lessor shall not be taken to have waived any right or entitlement it may have under this Lease unless and until the waiver is notified in writing to the Lessee.
- 14.2 No consent or waiver by the Lessor in respect of a breach of a covenant or provision under this Lease, shall be deemed to operate as a consent or waiver to or of any other breach of the same or any other covenant or provision (whether of the same or of a different nature).
15. LESSOR TO BECOME LESSEE'S ATTORNEY: By the execution of this Lease the Lessee does irrevocably nominate constitute and appoint the Lessor to be the true and lawful attorney of the Lessee to execute on behalf of and in the name of and as the act and deed of the Lessee, a surrender of this Lease and if necessary a withdrawal of any caveat registered by the Lessee against the Demised Premises or the land of which the Demised Premises may form part as may be necessary to obtain registration thereof PROVIDED ALWAYS THAT such power shall not be exercised unless and until this Lease shall have been determined by the Lessor in accordance with the powers of the Lessor under this Lease expressed or implied sufficient proof whereof to the satisfaction of the authority having control of the registration of the surrender of lease or withdrawal of caveat shall be a declaration of the attorney exercising the power and any such act or deed such attorney shall lawfully do or purport to do or cause to be done by virtue of the said appointment is hereby ratified and confirmed by the Lessee.
- 16 LESSEE'S RIGHT TO EARLY SURRENDER: Notwithstanding the term of this Lease agreed between the parties hereto, the Lessee may surrender this Lease during the term by giving not less than six (6) months previous notice in writing of such intention to the Lessor. In such event the Lessee shall execute at its expense all documents and do all such things as required to surrender this Lease.
17. NOTICES
- 17.1 SERVICE BY LESSOR: All notices to be served by the Lessor on the Lessee under or in respect of this Lease shall be sufficiently served if signed by the Lessor or a person for the time being duly authorised so to do and if served personally or sent by ordinary prepaid post addressed to the Lessee at the Lessee's address shown on the front page of this Lease or if left at the Demised Premises.



- 17.2 SERVICE BY LESSEE: All notices to be given by the Lessee shall be addressed to the Lessor and served at the head office of the Lessor.
- 17.3 MANNER OF SERVICE: Service of any notice served required or authorised by this Lease may be effected in the manner permitted by Section 170 of the Conveyancing Act.

**18. TERM OF LEASE**

- 18.1 TERM OF LEASE: The term of this Lease shall be as stated in Item 4 of the Schedule and on the front page of this Lease. In the event of an inconsistency, the period stated on the front page of this Lease shall prevail as the term of this Lease.

**19. HOLDING OVER**

- 19.1 HOLDING OVER: In the event of the Lessee with the consent of the Lessor continuing in occupation of the Demised Premises after the expiration or sooner determination of the within term, the tenancy shall under all the covenants and provisions of this Lease (with the exception of clause 20 hereunder) continue as a monthly tenancy only, at a monthly rental being one twelfth (1/12th) of the amount of the yearly rental payable hereunder. Such tenancy may be determined by one (1) month's notice in writing from either Party to the other given at any time and to expire on any day.

**20. OPTION TO RENEW**

- 20.1 It is agreed between the Parties hereto that should the Lessee desire to take a renewed Lease of the Demised Premises for a further period as set out in Item 5 of the Schedule from the expiration of the term of this Lease THEN if the Lessee shall serve on the Lessor written notice not less than three (3) months prior to the expiry of the term of this Lease of such desire, and if the Lessee shall not have committed a breach of:

- 20.1.1 the covenant to pay rent herein; or
- 20.1.2 any of the fundamental covenants herein, or
- 20.1.3 any of the terms and conditions of any agreement(s) specified in Item 7 of the Schedule hereto; or
- 20.1.4 any covenant other than those referred to in clauses 17.1.1, 17.1.2 and 17.1.3 hereof on the Lessee's part to be performed in respect of which notice has been given by the Lessor to the Lessee requiring the Lessee to remedy such breach in accordance with clause 13.1 hereof, and with which the Lessee has not complied at the said date of giving notice hereunder;

THEN the Lessor shall at the expense of the Lessee grant to the Lessee a lease of the Demised Premises for a further term as specified in Item 5 of the Schedule hereto at the yearly rental provided under clause 2.1 hereof PROVIDED that the rental shall not be less than the yearly rental payable by the Lessee at the date of the expiration of the term of this Lease. The renewed Lease shall otherwise be on the same covenants, agreements and provisos as are herein contained except that the present clause 20 shall be omitted.

**21. GOODS AND SERVICES TAX**

- 21.1 *Goods and Services Tax (GST), and GST Law* and other terms used in this clause which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* have the same meanings provided by that Act and *GST Law* includes any other Act, order, ruling or regulation, which imposes or otherwise deals with the administration, regulation or imposition of a GST in Australia.

- 21.2 All rent and other monies payable by the Lessee for the supply of premises under this Lease (in this clause "Supply") are exclusive of GST up to and including 30 June, 2000.
- 21.3 After 30 June, 2000, this Lease (being a lease of residential premises) will be an input taxed supply and there will be no GST liability.
- 21.4 After 30 June, 2000 notwithstanding any other provision of this Lease, if the Supply is declared to be a taxable supply, the Lessee shall pay to the Lessor, or where appropriate the relevant authority, an additional amount equal to ten percent (10%) of the value of the Supply (or such other rate as may be fixed by the GST law).
- 21.5 Each party warrants that at the time any Supply is made on which GST is imposed, that party is or will be registered under the GST Law. If the other party requests written evidence of registration, the party claiming to be registered will promptly produce evidence satisfactory to the party seeking such evidence.

## 22. ARBITRATION

- 22.1 In the case of a difference arising between the Parties as to their respective rights and obligations under this Lease, the Parties agree that the difference will be settled by an Arbitrator appointed by them by mutual agreement or, failing agreement within twenty days (21) of the difference arising, by an Arbitrator nominated by the President for the time being of the Law Society of New South Wales.
- 22.2 The costs of the appointment or nomination of the Arbitrator will be shared equally by the Parties.
- 22.3 Each Party shall bear its own costs and expenses in relation to the Arbitration.
- 22.4 The Parties will abide by the decision of the Arbitrator which shall be binding and final.

## 23. INTERPRETATION

- 23.1.1 The following words have these meanings in this Lease unless the contrary intention appears:

**BUILDING:** Means the building(s) and all improvements erected on the Property Leased as described on page 1 of this Lease.

**DEMISED PREMISES:** The term "Demised Premises" or "premises" where the context admits means that part of the Property Leased as described on page 1 of this Lease, the Building and includes all fixtures fittings furnishings plant and equipment (if any) and fences now or hereafter installed therein by the Lessors.

**ELIGIBLE PERSONS:** Means persons of low to moderate income more fully described in Item 6 of the Schedule hereto and selected by the Lessee in accordance with the Guidelines. For the purposes of this Lease income shall be assessed on the same basis as the New South Wales Department of Housing assesses eligibility of applicants for entry to the public housing list.

**GUIDELINES:** Means the Guidelines of the Program described in Item 2 of the Schedule hereto as amended from time to time.

**LESSEE:** The term "the Lessee" shall where the context admits extend to and include the Lessee and its successors, executors, administrators and permitted assigns.

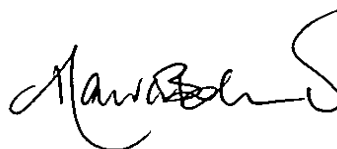
**LESSOR:** The term "the Lessor" shall where the context admits extend to and include the Lessor its successors in title and assigns and its servants workmen agents and contractors.

24. GENERAL

- 24.1 HEADINGS: Headings and sub-headings are included for the sake of ease of reference and the terms covenants conditions or restrictions herein appearing are not to be construed or interpreted by reference to such headings or sub-headings.
- 24.2 LESSEES SEVERALLY BOUND: Where two or more persons are Lessees the covenants and obligations on their part herein contained shall bind them jointly and each of them severally.
- 24.3 PLURALS AND GENDERS: Words importing the singular or plural number include the plural and singular numbers respectively and words of each gender shall include any other gender.
- 24.4 SEVERABILITY: If any term covenant or condition of this Lease or the application thereof to any person or circumstances shall be or become invalid or unenforceable the remaining terms covenants and conditions shall not be affected thereby and such terms covenants and conditions of this Lease shall be valid and enforceable to the fullest extent permitted by law.
- 24.5 STATUTES AND REGULATIONS: Reference to Statutes and Regulations Ordinances or By-Laws shall be deemed to extend to all Statutes Regulations Ordinances or By-Laws amending consolidating or replacing the same.

**SCHEDULE OF ITEMS**

1. **RENT:** One Dollar (\$1.00) per annum  
(Clause 2)
2. **PROGRAM:** Community Housing Assistance Program  
(Clause 3)
3. **OUTGOINGS**
  - 3.1 **RATES, TAXES AND USAGE CHARGES:** Lessee  
(Clause 2)
  - 3.2 **REPAIR OF PREMISES:** Lessee  
(Clause 7)
  - 3.3 **INSURANCE OF BUILDING:** Lessee  
(Clause 10)
4. **TERM OF LEASE:** Five (5) Years  
(Clause 18)
5. **TERM OF OPTION:** Five (5) Years  
(Clause 20)
6. **ELIGIBLE PERSONS:** Persons on low to moderate income who are eligible for public housing.  
(Clause 23)
7. **COLLATERAL DOCUMENTS:** Nil  
(Clause 6)
8. **ANNEXURE(S):** "B"





THIS PAGE COMPRISES ANNEXURE "B" TO THE LEASE DATED 3rd DAY OF August 2005  
 MADE BETWEEN THE NEW SOUTH WALES LAND AND HOUSING CORPORATION (AS LESSOR)  
 CENTRAL TABLELANDS HOUSING ASSOCIATION INC. (AS LESSEE).

ADDRESS	Folio Identifier	COMMENCEMENT	TERMINATION
Units 1 & 11, 11 Perry Street, Mudgee	PART B/36230	11 April 2005	10 April 2010
Units 13 & 15, Lot 18 Winbourne Street Mudgee	PART 18/230349	11 April 2005	10 April 2010
165 Horatio Street Mudgee	5/88591	11 April 2005	10 April 2010
223 Church Street Mudgee	18/220421	11 April 2005	10 April 2010
244 Mortimer Street Mudgee	35/253561	11 April 2005	10 April 2010
Units 12 & 14, 12 Adams Street, Mudgee	PART 41/706030	11 April 2005	10 April 2010
Unit H, 41 Mayne Street, Gulgong	PART C/36143 AUTO CONSOL 1367-2/2	11 April 2005	10 April 2010

*Robert K T Joyce*

*Harold S*

**MEMORANDUM OF TRANSFER**  
(REAL PROPERTY ACT, 1900.)

County.	Parish.	Reference to Title.			Description of Land (if part only).
		Whole or Part.	Vol.	Fol.	
Wellington	Mudgee	Part	10387	154	Those parts of Lots 17
		"	"	155	to 29 inclusive in
		"	"	156	D.P. 230349 shown on the
		"	"	157	plan marked "A" and
		"	"	158	annexed hereto as
		"	"	159	"EASEMENT TO DRAIN
		"	"	160	SEWAGE 6ft. WIDE"
		"	"	161	(which parts are
		"	"	162	hereinafter called
		"	"	163	"the servient tenement"
		"	"	164	
		"	"	165	
		"	"	166	

And the transferee covenant(s) with the transferor

① An easement to drain water within the meaning to Section 88A of the Conveyancing Act, 1919-1964 in the servient tenement PROVIDED THAT Part IV of Schedule 1VA of that Act shall for the purposes of this easement be read and construed -

- (a) as if after the words "the servient tenement" where first and secondly appearing there were inserted the words "but beneath the surface thereof"
- (b) as if the words "or upon the surface of" were omitted
- (c) as if at the end of that part there were added the following words:-

*transferee  
with  
easement*  
PROVIDED HOWEVER, and the Transferee doth hereby covenant with the Transferor that the Transferee will at all times at its own expense keep the said line of pipes in a good and efficient state of repair AND SHALL at the option of the Transferor make good or bear the reasonable costs incurred by the Transferor or by any lessee tenant or licensee of the Transferor in making good any works or property of the Transferor or any property of any such lessee tenant or licensee that may be interfered with in the execution of any works by the Transferee PROVIDED ALWAYS that before doing any act or thing in the exercise of any rights powers or authorities hereby granted and during the progress thereof the Transferee shall do everything reasonable necessary to obviate risk of injury and/or damage to persons and property being in upon or in the vicinity of the servient tenement or any adjoining land or the Transferor.

d Strike out if unnecessary, or suitably adjust,

- (i) if any easements are to be created or any exceptions to be made; or
- (ii) if the statutory covenants implied by the Act are intended to be varied or modified.

Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919-1954.

ENCUMBRANCES, &c., REFERRED TO.

\* A very short note will suffice.

K 1165-2

Municipality of Mudgee

LOCALITY: MUDGE

MORTIMER ST.

Strip for Road Widening

PLAN

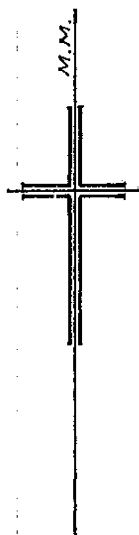
SHOWING EASEMENT TO  
DRAIN SEWAGE WITH  
LOTS 17 TO 29 INCLUSIVE

D.P. 230349.

Parish of Mudgee  
Co. of Wellington

Scale: 80' to 1"

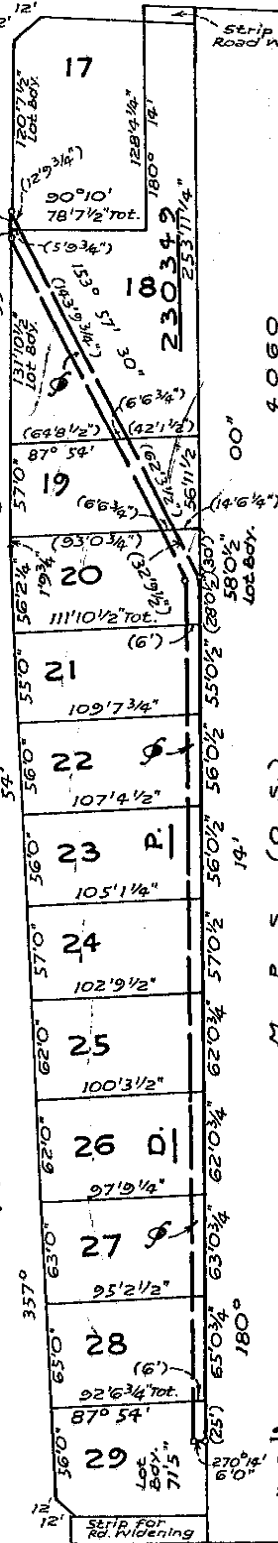
This margin must remain free from notation



ST.

WINBOURNE

DENISON ST.



⌀ EASEMENT TO DRAIN  
SEWAGE 6 FT. WIDE.

M. P. S. (O. S.)

L. P. Phillips  
(L. P. PHILLIPS)  
REGD. SURVEYOR  
6th May 1968

LODGE WITH DEALING

1.11413 S.3753

E 62.

1 SL 7-15

If the Transferor or Transferee signs by a mark, the attestation must state that the instrument was read over and explained to him, and that he appeared fully to understand the same.

Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar-General or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of these officers who have received an affirmative answer to each of the questions set out in Sec. 108 (1) (b) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident:—

(a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any Municipal or local government Corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

(b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any Corporation or a Notary Public.

(c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent), (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

g Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

Signed at

Signed in my presence by the transferor  
CORNELIUS JOSEPH DUNN  
WHO IS PERSONALLY KNOWN TO ME

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

The Common Seal of the Council of the Municipality of Mudgee was hereto affixed in pursuance of a Resolution carried at a duly convened meeting of Council held on the Nineteenth day of August, 1968.

the

SIGNED by me CORNELIUS JOSEPH DUNN as Delegate of the Housing Commission of New South Wales and I hereby certify that I have no notice of the revocation of such delegation.

Transferor.\*

† Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

Transferee(s).

MAYOR

TOWN CLERK

### MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

(To be signed at the time of executing the within instrument.)

Memorandum where by the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. Miscellaneous Register under the authority of which he has just executed the within transfer.

Signed at the day of 19  
Signed in the presence of—

### CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.\*

A To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself is signed or acknowledged before one of these parties.

Appeared before me at the day of one thousand nine hundred and the attesting witness to this instrument and declared that he personally knew the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said is own handwriting, and that he was of sound mind and freely and voluntarily signed the same.

\* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by each Transferor or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferor cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferor or is subject to a mortgage, encumbrance or lease, the Transferor must accept personally.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

# L887246

No.

LODGED BY Housing Commission of N.S.W.  
302 Cas through SA  
Sydney, N.S.W.

#### FEES

The Fees, which are payable on lodgment, are as follows:—

- (a) £2 where the memorandum of transfer is accompanied by the relevant Certificates of Title or Crown Grants, otherwise £2 5s. 0d. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 5s. is made for every Certificate of Title or Crown Grant after the first.
- (b) A supplementary charge of 10s. is made in each of the following—
  - (i) where a restrictive covenant is imposed; or
  - (ii) a new easement is created; or
  - (iii) a partial discharge of mortgage is endorsed on the transfer.
- (c) Where a new Certificate of Title must issue the scale charges are—
  - (i) £2 for every Certificate of Title not exceeding 15 folios and without diagram;
  - (ii) £2 10s. 0d. for every Certificate of Title not exceeding 15 folios with one simple diagram;
  - (iii) as approved where more than one simple diagram, or an extensive diagram will appear.Where the onerous exceeds 15 folios, an amount of 5s. per folium, extra fee is payable.

#### DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

1 \_\_\_\_\_  
2 \_\_\_\_\_  
3 \_\_\_\_\_  
4 \_\_\_\_\_  
5 \_\_\_\_\_  
6 \_\_\_\_\_

Received Nos. 1304  
Receiving Clerk. KS

#### PARTIAL DISCHARGE OF MORTGAGE.

(N.B.—Before execution read marginal note.)

I,

mortgagee under Mortgage No.  
release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

This discharge is appropriate to a transfer of part of the land in the Mortgage. The mortgagee should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_  
Signed in my presence by \_\_\_\_\_

who is personally known to me.

Mortgagee.

INDEXED <input checked="" type="checkbox"/>	MEMORANDUM OF TRANSFER <u>part of an easement to drain water</u>
Checked by <u>ATB</u>	Particulars entered in Register Book Volume _____ Folio _____
Passed (in S.D.B.) by <u>17-7-70</u>	the <u>22nd</u> day of <u>July</u> 19 <u>70</u> at _____ minutes past _____ o'clock in the _____ noon.
Signed by <u>[Signature]</u>	<u>[Signature]</u> Registrar-General.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

M.P.D.

#### PROCESS RECORD.

	Initials.	Date.
Sent to Survey Branch		
Received from Records		
Draft written		
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engravers		
Cancellation Clerk		
VOL.		FOL.

R.P. 13A. No. \_\_\_\_\_

New South Wales

**MEMORANDUM OF TRANSFER**  
(REAL PROPERTY ACT, 1900.)

THE HOUSING COMMISSION OF NEW SOUTH WALES

\$20.00  
\$20.00

being registered as the proprietor of an estate in fee simple\* in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of the sum of one dollar

( \$1.00 ) (the receipt whereof is hereby acknowledged) paid to it by

THE COUNCIL OF THE MUNICIPALITY OF MUDGEEE

THE COUNCIL OF THE MUNICIPALITY OF MUDGEES,  
P.O. BOX 27,  
MUDGEES, N.S.W. 2850

(herein called transferee)

ALL such its Estate and Interest in ALL THE land mentioned in the schedule following:—

County.	Parish.	Reference to Title.			Description of Land (if part only).
		Whole or Part.	Vol.	Fol.	
Wellington	Mudgee	Part	10387	154	Those parts of Lots 17 to 29 inclusive in D.P. 230349 shown on the plan marked "A" and annexed hereto as "EASEMENT TO DRAIN SEWAGE 6ft. WIDE" (which parts are hereinafter called "the servient tenement")
		"	"	155	
		"	"	156	
		"	"	157	
		"	"	158	
		"	"	159	
		"	"	160	
		"	"	161	
		"	"	162	
		"	"	163	
		"	"	164	
		"	"	165	
		"	"	166	

And the transferee covenant(s) with the transferor

① An easement to drain water within the meaning to Section 88A of the Conveyancing Act, 1919-1964 in the servient tenement PROVIDED THAT Part IV of Schedule 1VA of that Act shall for the purposes of this easement be read and construed -

- (a) as if after the words "the servient tenement" where first and secondly appearing there were inserted the words "but beneath the surface thereof"
- (b) as if the words "or upon the surface of" were omitted
- (c) as if at the end of that part there were added the following words:-

*transferee  
with  
easement*  
PROVIDED HOWEVER, and the Transferee doth hereby covenant with the Transferor that the Transferee will at all times at its own expense keep the said line of pipes in a good and efficient state of repair AND SHALL at the option of the Transferor make good or bear the reasonable costs incurred by the Transferor or by any lessee tenant or licensee of the Transferor in making good any works or property of the Transferor or any property of any such lessee tenant or licensee that may be interfered with in the execution of any works by the Transferee PROVIDED ALWAYS that before doing any act or thing in the exercise of any rights powers or authorities hereby granted and during the progress thereof the Transferee shall do everything reasonable necessary to obviate risk of injury and/or damage to persons and property being in upon or in the vicinity of the servient tenement or any adjoining land or the Transferor.

d Strike out if unnecessary, or suitably adjust,

- (i) if any easements are to be created or any exceptions to be made; or
- (ii) if the statutory covenants implied by the Act are intended to be varied or modified.

Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919-1954.

ENCUMBRANCES, &c., REFERRED TO.

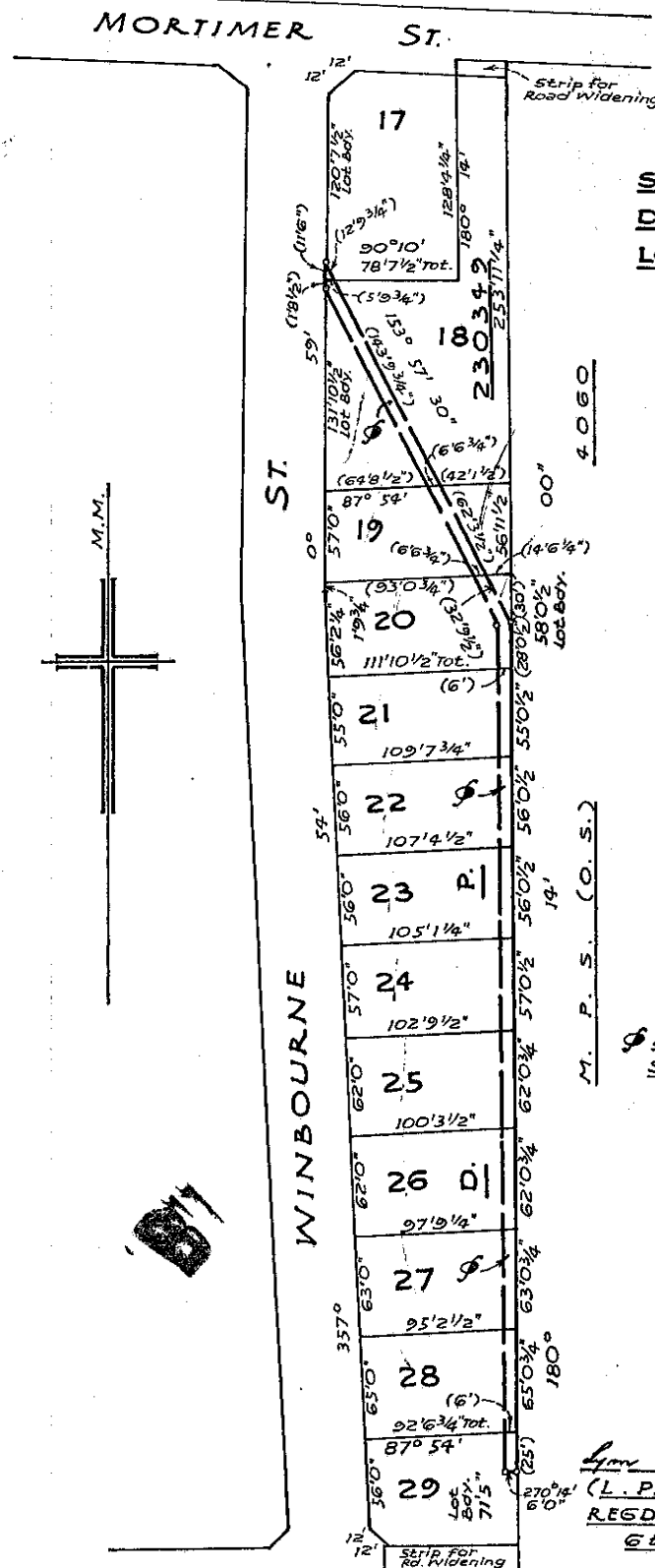
\* A very short note will suffice.

K 1165-2



Municipality of Mudgee

LOCALITY: MUDGE



This margin must remain free from notation

⊕ EASEMENT TO DRAIN  
SEWAGE 6 FT. WIDE.

L. P. Phillips  
 (L. P. PHILLIPS)  
 REGD. SURVEYOR  
 6th May 1968

LODGE WITH DEALING

If the Transferor or Transferee signs by a mark, the attestation must state that the instrument was read over and explained to him, and that he appeared fully to understand the same.

Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar-General or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of these functions who have received an affirmative answer to each of the questions set out in Sec. 108 (1) (b) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident:—

(a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any Municipal or local government Corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

(b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any Corporation or a Notary Public.

(c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent), (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

g Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

Signed at

Signed in my presence by the transferor  
CORNELIUS JOSEPH DUNN  
WHO IS PERSONALLY KNOWN TO ME

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

The Common Seal of the Council of the Municipality of Mudgee was hereto affixed in pursuance of a Resolution carried at a duly convened meeting of Council held on the Nineteenth day of August, 1968.

the

SIGNED by me CORNELIUS JOSEPH DUNN as Delegate of the Housing Commission of New South Wales and I hereby certify that I have no notice of the revocation of such delegation.

Transferor.\*

† Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

Transferee(s).

MAYOR

TOWN CLERK

### MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

(To be signed at the time of executing the within instrument.)

Memorandum where by the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. Miscellaneous Register under the authority of which he has just executed the within transfer.

Signed at the day of 19  
Signed in the presence of—

### CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.\*

A To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself is signed or acknowledged before one of these parties.

Appeared before me at the day of one thousand nine hundred and the attesting witness to this instrument and declared that he personally knew the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said is own handwriting, and that he was of sound mind and freely and voluntarily signed the same.

\* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by each Transferor or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferor cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferor or is subject to a mortgage, encumbrance or lease, the Transferor must accept personally.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

# L887246

No. \_\_\_\_\_

LODGED BY Housing Commission of N.S.W.  
302 Cas through SA  
Sydney, N.S.W.

#### FEES

The Fees, which are payable on lodgment, are as follows:—

- (a) £2 where the memorandum of transfer is accompanied by the relevant Certificates of Title or Crown Grants, otherwise £2 5s. 0d. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 5s. is made for every Certificate of Title or Crown Grant after the first.
- (b) A supplementary charge of 10s. is made in each of the following—
  - (i) where a restrictive covenant is imposed; or
  - (ii) a new easement is created; or
  - (iii) a partial discharge of mortgage is endorsed on the transfer.
- (c) Where a new Certificate of Title must issue the scale charges are—
  - (i) £2 for every Certificate of Title not exceeding 15 folios and without diagram;
  - (ii) £2 10s. 0d. for every Certificate of Title not exceeding 15 folios with one simple diagram;
  - (iii) as approved where more than one simple diagram, or an extensive diagram will appear.Where the onerous exceeds 15 folios, an amount of 5s. per folium, extra fee is payable.

#### DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

1 \_\_\_\_\_  
2 \_\_\_\_\_  
3 \_\_\_\_\_  
4 \_\_\_\_\_  
5 \_\_\_\_\_  
6 \_\_\_\_\_

Received Nos. 1304  
Receiving Clerk. KS

#### PARTIAL DISCHARGE OF MORTGAGE.

(N.B.—Before execution read marginal note.)

I,

mortgagee under Mortgage No.  
release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

This discharge is appropriate to a transfer of part of the land in the Mortgage. The mortgagee should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_  
Signed in my presence by \_\_\_\_\_

who is personally known to me.

Mortgagee.

INDEXED <input checked="" type="checkbox"/>	MEMORANDUM OF TRANSFER <u>part of an easement to drain water</u>
Checked by <u>ATB</u>	Particulars entered in Register Book Volume _____ Folio _____
Passed (in S.D.B.) by <u>17-7-70</u>	the <u>22nd</u> day of <u>July</u> 19 <u>70</u> at _____ minutes past _____ o'clock in the _____ noon.
Signed by <u>[Signature]</u>	<u>[Signature]</u> Registrar-General.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

M.P.D.

#### PROCESS RECORD.

	Initials.	Date.
Sent to Survey Branch		
Received from Records		
Draft written		
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engravers		
Cancellation Clerk		
VOL.		FOL.