



Family &  
Community Services

# Community Housing Assistance Agreement

## General Community Housing Property Lease

**NEW SOUTH WALES LAND AND HOUSING CORPORATION**

ABN 24 960 729 253

(Lessor)

**[NAME OF LESSEE**

ACN or ABN [...]

(Lessee)

**LEASE**  
New South Wales  
Real Property Act 1900

Leave this space clear. Affix additional pages to the left-hand corner.

**PRIVACY NOTE:** Section 31B of the Real Property Act (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

<b>STAMP DUTY</b>	Office of State Revenue use only	
<b>(A) TORRENS TITLE</b>	See Schedule 1 to Annexure A ("Properties")	
<b>(B) LODGED BY</b>	Document Collection Box <b>288W</b>  Name, Address or DX, Telephone and Customer Account Number if any <b>FAMILY AND COMMUNITY SERVICES – SERVICE SYSTEM COMMISSIONING ABN 24 960 729 253</b>  DX: 21224 ASHFIELD LPI Acc: 135085H  Reference:	<b>Code</b>  <b>L</b>
<b>(C) LESSOR</b>	<b>NEW SOUTH WALES LAND AND HOUSING CORPORATION</b> (ABN 24 960 729 253)	
<b>(D)</b>	The Lessor leases to the lessee the property referred to above. Encumbrances (if applicable): <b>NIL</b>	
<b>(E) LESSEE</b>	<b>[NAME OF LESSEE]</b>	
<b>(F)</b>	ACN [...] or ABN [...]	
<b>(G)</b>	<ol style="list-style-type: none"><li><b>TERM: Three years</b></li><li><b>COMMENCING DATE:</b></li><li><b>TERMINATING DATE:</b></li><li>With <b>HOLDING OVER</b> as set out in clause 5 of <b>ANNEXURE A</b></li><li>Incorporates the provisions or additional material set out in <b>ANNEXURE A</b> hereto.</li><li>The <b>RENT</b> is <b>ONE DOLLAR PER ANNUM PER PROPERTY</b></li></ol>	

## **ANNEXURE A TO THE LEASE**

**The provisions of this Annexure A are incorporated into the Lease.**

### **INTRODUCTION**

#### **1. BACKGROUND**

- 1.1 The New South Wales Land and Housing Corporation ('Lessor'), a Division of the Department of Family and Community Services, is a Housing Agency designated under Section 4 of the Act that provides Properties to Registered Community Housing Providers ('Lessee') to deliver Community Housing in accordance with the conditions of this Lease.
- 1.2 The Lessee is a Registered Community Housing Provider within the meaning of the Act and is entitled to receive Assistance under the Act.
- 1.3 The Lessor agrees to provide Assistance to the Lessee in the form of Properties, subject to the Lessee meeting and continuing to meet its obligations under the Act and this Lease. The Lessor is entering into this Lease with the Lessee for the purposes of documenting the conditions precedent to the Lessee being entitled to the Properties and the terms on which the Properties may be used.

#### **2. STATUTORY PROVISIONS**

- 2.1 The covenants powers and provisions implied in leases by virtue of the Conveyancing Act 1919 (as amended) are expressly negated except in so far as they or some part or parts thereof are included in the provisions expressed in this Lease.
- 2.2 The exemption under clause 156 of the Residential Tenancies Act 2010 NSW applies to this Lease and this Lease is exempted from the operation of the Residential Tenancies Act 2010 NSW.
- 2.3 This Lease is a Community Housing Assistance Agreement as defined in Section 16 of the Act.

#### **3. COMMON TERMS AGREEMENT**

- 3.1 This Lease incorporates the Common Terms entered into between the Lessor and the Lessee and it is agreed that the 'Housing Agency' shall mean the Lessor and 'Provider' shall mean the Lessee.
- 3.2 The parties acknowledge and agree to comply with their respective obligations under the Common Terms.
- 3.3 To the extent that there is any inconsistency between this Lease and the Common Terms, this Lease shall prevail.

#### **4. TERM OF LEASE**

- 4.1 The term of this Lease is set out on Section (G) of the page headed 'LEASE'. If there is an inconsistency with anything expressed or implied elsewhere in this Lease the period stated in Section 'G' on the page headed 'LEASE' will prevail as the term of this Lease.

4.2 Upon the Lessee paying the rent reserved under this Lease 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 Properties for the term granted under this Lease without interruption or disturbance by the Lessor provided always that the Lessor will have rights of access under clauses 12 and 13 of this Lease.

## 5. HOLDING OVER

5.1 If the Lessee with the consent of the Lessor continues in occupation of the Properties after the expiration of the Lease, the tenancy will under all the covenants and provisions of this Lease continue as a monthly tenancy only. Such tenancy may be determined by at least one (1) month's notice in writing from either party to the other given at any time and to expire on any day.

## PROPERTIES

### 6 PROPERTIES

6.1 The Lessor agrees to transfer the management of the Properties listed in Schedule 1 ('Properties') to the Lessee under the terms and conditions contained in this Lease.

6.2 This Lease applies separately to each Property described in Schedule 1 of this Lease.

6.3 The number and type of Properties listed in Schedule 1 may be varied from time to time by mutual agreement between the parties in writing.

6.4 The Lessor does not in any way warrant or make any representation whatsoever and nothing in this Lease will imply or warrant that the Properties are fit or entitled to be used for any particular purpose and the Lessee acknowledges that in entering into this Lease it has not relied upon any representation made by the Lessor as to the suitability of the Properties for any particular purpose of the Lessee AND the Lessor will not be liable for any loss, damage, claim, cost, demand and expense of any kind whatsoever and howsoever arising in connection thereto.

### 7. GENERAL CONDITIONS

7.1 The Lessee agrees that during the whole of the term of the Lease and any holding over period it will:

- (a) only use the Properties for **Community Housing**;
- (b) not erect or construct upon the Properties or any part thereof any building, structure or improvement, nor carry out any alteration to any building structure or improvement on the Properties or any part thereof without the prior written consent of the Lessor;
- (c) not to do or permit any use act or thing whatsoever in upon or about the Properties or any part thereof which is illegal or which will or may be to the annoyance, nuisance, damage or disturbance of owners or occupiers of adjacent Properties;
- (d) give to the Lessor full particulars of any notice, order, direction and proclamation which may be made, given, notified or ordered by any council, government or statutory body or authority relating to the Properties or any part thereof within seven (7) days of receipt by the Lessee;

- (e) have due regard to and act in accordance with all obligations and responsibilities at law and perform all duties in accordance with such obligations and responsibilities; and
- (f) not assign, transfer, mortgage, charge, part with possession of or otherwise deal with or dispose of the Properties or any part thereof, or by any act or deed procure the Properties or any part thereof to be assigned, transferred, mortgaged, charged or put into the possession of any person or persons.
- (g) be responsible for identifying any need for maintenance, repair or replacement which is the responsibility of the Lessor, give prompt notice in writing of such need, and carry-out any instruction or direction subsequently given by the Lessor at the cost of the Lessor.

## CARE OF PROPERTIES

### 8. MAINTENANCE AND REPAIR

8.1 The **LESSEE** agrees that during the whole of the term of the Lease and any holding over period it will:

- (a) fully meet all Requirements and Standards relating to asset management and amenity under the **Community Housing Asset Management Policy**;
- (b) **maintain, repair and keep** the whole of the Properties in good and substantial repair, working order and condition;
- (c) maintain, repair and, if necessary, replace any **fixtures and fittings** installed by the Lessor or the Lessee; and
- (e) **clean and keep clean the interior and exterior** of all buildings on the Properties.

8.2 The **LESSOR** is **not** responsible for maintaining, replacing or repairing any fixtures or fittings that are installed or were installed in the Properties by the Lessee.

8.3 Prior to the commencement of this Lease the Lessor may at its discretion inspect the Properties making a record of the cleanliness, state of repair and working order of appliances. If such an inspection is made the Lessor will record details of the cleanliness, state of repair and working order of appliances on an inspection record form.

8.4 At the expiration or sooner determination of this Lease the LESSEE will peaceably surrender and yield up to the Lessor the whole of the Properties in good and substantial repair, order and condition in all respects, clean and free from rubbish, remove any fixtures or fittings installed by the Lessee, and make good the Properties.

### 9 GENERAL CARE OF PROPERTIES

9.1 The Lessee agrees that during the whole of the term of the Lease and any holding over period it will:

- (a) give the Lessor prompt notice of any circumstance likely to cause any danger, risk or hazard, including but not limited to:
  - (i) asbestos, breakages to or defects in the water pipes, electrical fittings, fire prevention equipment, or in any service or facility presently available (or installed at any future time) in relation to the Properties; and

- (ii) any infectious disease or illness being a notifiable disease or illness under any State or Commonwealth legislation occurring in the Properties.
- (b) keep clean and free all drains and waste pipes in or upon the Properties;
- (c) not permit the lavatories, sinks, drains or other plumbing facilities in the Properties to be used for any purpose other than those for which they were constructed or provided;
- (d) keep all trees, plants and lawns (if any) in the Properties in good and substantial condition;
- (e) 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; and
- (f) take all responsible actions to keep the Properties free of rodents, vermin, insects and pests.

## 10 STRUCTURAL DEFECTS

- 10.1 During the term of this lease or any holding over period, the Lessee is **not** required to carry out or contribute to any works rectifying Structural Defects in respect of any Property, except as provided for under clause 11.1.

## 11 DESTRUCTION OR DAMAGE TO BUILDING

- 11.1 The Lessee will be responsible for and will, at its own cost, promptly **repair and make good any and all:**

- (a) **wilful damage** of whatsoever nature to the Properties (including, but not limited to, Structural Defects, vandalism and graffiti) caused by the Lessee, the Lessee's agents or the Lessee's Clients; and
- (b) **damage** (including but not limited to Structural Defects) arising out of any act of negligence on the part of the Lessee, the Lessee's agents, or the Lessee's Clients.

- 11.2 If the whole or any part of the Properties is destroyed or damaged by fire, flood, lightning, storm, tempest, earthquake or other disabling cause during the term of this Lease or any holding-over period **so as to render the Properties substantially unfit for use and occupation**, then:

- (a) the Lessee is to notify the Lessor within 24 hours; and
- (b) the Lessor may **at its sole discretion** endeavour to provide temporary accommodation to the Lessee's Clients until such time as any repairs have been effected, but is not obliged to do so;
- (c) the Lessor will at its sole discretion determine whether or not to rebuild or reinstate the Building or make it fit for occupation or use; and
- (d) nothing expressed or implied in this Lease 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.

- 11.3 If the whole or any part of the Properties is damaged (but not destroyed) by fire, flood, lightning, storm, tempest, earthquake or other disabling cause during the term of this Lease or any holding-over period and the **Properties remain fit for use and occupation**, then the Lessee is responsible for repairing or making good any and all such damage.

## LESSOR'S RIGHTS TO ACCESS

### 12 LESSOR'S RIGHT TO REPAIR

- 12.1 The Lessor may serve upon the Lessee a notice in writing of any defect requiring the Lessee forthwith to repair the same and in default of the Lessee so doing, it will be lawful for the Lessor with reasonable prior notice to enter and execute the repairs by its contractors or agents and all costs and expense of carrying out such work will forthwith be payable by the Lessee to the Lessor.

### 13 LESSOR'S RIGHT TO ACCESS

- 13.1 The Lessor will have access to the Properties in the following circumstances:
- (a) immediately and without notice when in the opinion of the Lessor an emergency threatens life or substantial damage in or upon the Properties; or
  - (b) with reasonable prior notice to inspect or view the state of the Properties; or
  - (c) with reasonable prior notice to ascertain whether the Lessee is complying with the provisions of this Lease; or
  - (d) in accordance with any notice issued by the Lessor with respect to any breach or default by the Lessee; or
  - (e) as otherwise as agreed between the parties.

## ALLOCATIONS

### 14 ALLOCATIONS

- 14.1 The Lessee agrees that during the whole of the term of the Lease and any holding over period it will:
- (a) only allocate the Properties to Clients eligible for Community Housing in accordance with the **Community Housing Eligibility Policy**;
  - (b) ensure allocations are undertaken in accordance with **Community Housing Access Policy**;
  - (c) ensure that the number of Clients allocated to each Property do not exceed a reasonable number with regard to the size of the Properties and the facilities available;
  - (d) ensure that leases are in a form which complies with the requirements of all applicable laws in New South Wales including, where applicable, the *Residential Tenancies Act 2010*; and
  - (e) not allow an occupier into possession of a Property until a lease has been put in place with the occupant setting out the nature of the residency and the rights of the occupant.

## RENT AND OUTGOINGS

### 15 RENT

15.1 The **LESSEE** will ensure that any rent charged to Clients residing in the Properties is in accordance with the **Community Housing Rent Policy**.

15.2 The **LESSEE** will separately account for all rental collected in respect of Properties and only apply the rental collected towards the cost of outgoings on the Properties and reasonable costs of managing the Properties.

## 16. OUTGOINGS

16.1 The **LESSEE** will pay all **rates, taxes, charges and assessments** which at any time during the term of this Lease are charged upon the Properties or upon any of the parties.

16.2 The **LESSEE** agrees that the **LESSOR** is **not** responsible for charges for **telephone, electricity, gas and water usage** which may from time to time be imposed or charged in respect of any service connected to the Properties and **all other charges** and impositions imposed by any public utility or authority for the supply of any service supplied to the Properties.

## 17 INSURANCE

17.1 The **LESSEE** will keep the **INSURANCES** required under the Common Terms, including insurance to cover the full replacement value of the Properties, including cover for destruction or damage by fire, flood, lightning, storm, tempest, earthquake or other disabling condition.

17.2 In the event of the Properties or any part thereof being damaged or destroyed by any Insured Risk at any time during the term of this Lease and the insurance money under the insurance policy effected thereon being wholly or partially irrecoverable by reason (solely or in part) of any act or default of the Lessee, the Lessee shall forthwith pay to the Lessor the whole or as the case may require a fair proportion of the cost of rebuilding and reinstating the same.

## AMENDMENT AND TERMINATION

### 18 VOLUNTARY AMENDMENT OR TERMINATION

18.1 The **LESSEE** agrees that this Lease will not be assigned.

18.2 This Lease may be amended, changed, or modified by mutual agreement between the parties in writing.

18.3 The **LESSEE** may surrender this Lease during the term by giving three (3) months prior notice in writing of such intention to the Lessor, subject to negotiation as to the return of Properties and the relocation of Clients. In such event the Lessee will execute at its expense all documents and do all such things as required to surrender this Lease.

18.4 This Lease may be terminated at any time if both parties so agree in writing, subject to negotiation as to the return of Properties and the relocation of Clients.

18.5 If the whole or any part of the Properties is destroyed or damaged by fire, flood, lightning, storm, tempest, earthquake or other disabling cause during the term of this Lease, the Lease may be terminated on those Properties so affected without compensation, by any party by serving a notice in writing to the other party PROVIDED ALWAYS that the Lessee will only be entitled to serve such notice upon the Lessor if the Lessor has chosen not to rebuild or re-instate the Properties.

### 19. TERMINATION BY LESSEE'S DEFAULT

19.1 The **LESSOR** may terminate this Lease if the Lessee:



- (a) ceases to be a Registered Community Housing Provider under Part 3 of the National Law; or
- (b) is insolvent, wound up, or has a liquidator or receiver appointed to it; or
- (c) materially breaches a provision of this Lease such that, in the Lessor's reasonable opinion, the breach is not able to be remedied; or
- (d) subject to the disputes resolution procedure contained in the Common Terms, breaches this Lease such that, in the Lessor's reasonable opinion, the breach is capable of remedy and the Lessee does not comply with a Notice to Remedy the breach within the period specified in that Notice.

## 20 TERMINATION FOR OTHER CAUSE

20.1 The LESSOR may terminate this Lease if:

- (a) all or part of the Lease is terminated or is or becomes void, avoided, illegal, invalid, unenforceable or limited in its effect; or
- (b) an event or change occurs which would, in the reasonable opinion of the Lessor, have or be likely to have a material adverse effect on:
  - (i) the validity or enforceability of all or a material part of this Lease or related Community Housing Assistance Agreement;
  - (ii) the Lessor's material rights or remedies under this Lease or related Community Housing Assistance Agreement;
  - (iii) the ability of the Lessee to observe or perform its obligations under this Lease or related Community Housing Assistance Agreement;
  - (iv) the assets, operations, condition (financial or otherwise) or business of the Lessee; or
- (c) if, in the Lessor's reasonable opinion, there is a change in the management, ownership or control of the Lessee which would have a material adverse effect as described in paragraph 20.1(b).

20.2 The termination of this Lease will not prejudice or affect any rights or remedies of the Lessor against the Lessee.

## REPORTING

### 21 REPORTING

21.1 The Lessee agrees to complete and provide the Lessor with the following reports:

- (a) all information relating to the Properties provided under this Lease as is reasonably requested by the Lessor, to be provided at the times and in the manner specified by the Lessor;
- (b) all information as is reasonably requested by the Lessor, including but not limited to, information which will enable the Lessor to determine whether the Lessee is complying with the terms and conditions of this Lease; and
- (c) all reporting requirements and documentation specified in the Common Terms.

## OTHER CONDITIONS

### 22. RELEASE AND INDEMNITIES

- 22.1 The Lessee agrees to occupy, use and keep the Properties at the risk of the Lessee and releases to the fullest extent permitted by law the Lessor its servants, 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 will have no responsibility or liability for any loss or any damage to fixtures and/or personal property of the Lessee.
- 22.2 The Lessee indemnifies 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:
- (a) 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;
  - (b) the negligent use or misuse, waste or abuse by the Lessee of any water, gas, electricity or other services to the Building;
  - (c) the overflow leakage or escape of water, fire, gas, electricity or any other harmful agent whatsoever in or from the Properties;
  - (d) the interruption of services to the Properties;
  - (e) 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 Properties to notify the Lessor of such defect;
  - (f) the use of the Properties and any common areas by the Lessee;
  - (g) the carrying out of any repairs, maintenance, upgrades, modifications, additions or alterations or other works to the Properties by the Lessee;
  - (h) the use by the Lessee of any car parking facilities in the Building as permitted by this Lease; and
  - (i) the happening of any accident or event in or about the Properties.

AND it is agreed that the Lessor will 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 Properties unless caused by the wilful act or omission of the Lessor, its servants or agents.

- 22.3 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.

## **23 GOODS AND SERVICES TAX**

- 23.1 The Lessee warrants that it is registered under the GST Law. If the Lessor requests written evidence of registration the Lessee will promptly produce evidence satisfactory to the Lessor.
- 23.2 The Lessee will provide to the Lessor within 14 days of a request to do so all documents and information that may permit the Lessor to claim an Input Tax Credit, similar benefit, or to issue a Recipient Created Tax Invoice. This term is in addition to any other obligation of the Lessee under the GST Law.

## 24 DEFINED TERMS

24.1 In this Lease unless the context otherwise requires, the following words and expressions have the following meaning:

<b>Act</b>	means the <i>Community Housing Providers (Adoption of National Law) Act 2012</i> (NSW).
<b>Authorised Representative</b>	means, in respect of the <b>Lessee, a director or company secretary</b> ; or, <b>in the case of the Lessor, means (until notified otherwise) an Executive Director of the Department of Family and Community Services</b> or, in either case, a person it notifies to the other party as being authorised to act as its Authorised Representative for the Lease.
<b>Board</b>	means the Board of Directors and includes any management committee or board of management of the Lessee and includes the company secretary (if applicable).
<b>Building</b>	means the building or buildings and all improvements erected on the Property or Properties
<b>Clients</b>	means those to whom the Lessee provides, commits to provide, offers to provide or is constitutionally established to provide, Community Housing.
<b>Common Terms</b>	means the ' <i>Community Housing Agreement Common Terms and Conditions to Community Housing Assistance Agreements</i> ' entered into between the Lessor and the Lessee.
<b>Community Housing</b>	means subsidised accommodation for people on a very low, low or moderate income or people with additional needs that is managed by not for profit organisations within the State of New South Wales. For purposes of this Lease Community Housing <b>does not include</b> Crisis Housing or Transitional Housing.
<b>Community Housing Provider</b>	means a company limited by guarantee or a body corporate registered under the Act that provides community housing.
<b>GST</b>	means a tax, levy, duty, charge, deduction imposed by the GST Law together with any related additional tax, interest, penalty, fine, or other charge calculated by reference to the value of anything supplied other than one imposed on net income GST.
<b>GST Law</b>	means any law imposing a GST and includes <i>A New Tax System (Goods &amp; Services Tax) Act 1999</i> , or if that Act does not exist for any reason, means any Act imposing, or relating, to a GST and any regulation made pursuant to any such Acts.
<b>Housing Act</b>	Means the Housing Act 2001 (NSW)
<b>Housing Agency</b>	means (as the case may be) an entity or official so defined in section 4 of the Act.
<b>Information</b>	means all information, documents or data however held, stored or recorded including drawings, plans, specifications, calculations, reports, models, concepts, source codes, files, computerised data, photographic recordings, audio or audio visual recordings.
<b>Input Tax Credit</b>	has the same meaning given to it in the GST Law.

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<b>National Law</b>	means the <i>Appendix to the Community Housing Providers (Adoption of National Law) Act 2012 (NSW)</i> , which establishes the National Regulatory System for Community Housing.
<b>Policy</b>	means a Policy issued by Family and Community Services which includes, but is not limited to 'The Community Housing Eligibility Policy', 'The Community Housing Rent Policy', 'The Community Housing Access Policy', 'Community Housing Water-Charging Guidelines', and 'The Community Housing Asset Management Policy', or any document which amends, replaces or succeeds these Policies.
<b>Property</b>	means that part of the property or properties listed in Schedule 1, the management of which has been or will be transferred to the Lessee, including the building or buildings, all improvements erected on the property, all fixtures, fittings, furnishings, plant, equipment, fences, trees, plants and lawns (if any) now or hereafter installed by the Lessor.
<b>Records</b>	means, in relation to a person, all Information relating in any way to that person's business or any transaction entered into by the person, whether recorded electronically, magnetically or otherwise.
<b>Registered Community Housing Provider</b>	means a Community Housing Provider that is registered under Part 3 of the National Law.
<b>Recipient Created Tax Invoice (RCTI)</b>	The Lessor draws a RCTI on behalf of the Lessee who is registered for GST purposes and has entered into an agreement with the Lessor. RCTIs are issued for supplies made after 30 June 2000 and are subject to GST liability under the law. RCTIs are issued at the time of payment for the supply made, including an amount equal to the GST liability. Under the Scheme, the Lessee does not issue a Tax Invoice for the same supplies.
<b>Structural Defects</b>	means a defect or damage to the whole or part of the building structure, its envelope, or whole or part of the fabric of a Building, including the walls (internal and external), roof area, frame, flooring, footings and piers, <b>but not caused as a result of</b> fire, flood, natural disaster, wilful damage, negligence, or general wear and tear.

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## 25 INTERPRETATION

### 25.1 In this document:

- (a) headings are for reference only and do not affect interpretation;
- (b) unless stated otherwise, all interest, amounts in the nature of interest (including discount amounts) and fees are to be calculated on a daily basis and a year of 365 days;
- (c) any undertaking, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (d) the singular includes the plural and vice versa, a gender includes other genders and different grammatical forms of defined expressions have corresponding meanings;
- (e) no provision or expression is to be construed against a party on the basis that the party (or its advisers) was responsible for its drafting; and
- (f) examples and use of the word including and similar expressions do not limit what else may be included.

- 25.2 Unless the context requires otherwise, a reference in this document to:
- (a) a party to any document includes that person's successors and permitted substitutes and assigns;
  - (b) an agreement includes any legally enforceable arrangement, understanding, undertaking or representation whether or not in writing;
  - (c) a document or agreement includes that document or agreement as novated, altered, amended, supplemented or replaced from time to time;
  - (d) any thing includes any part of it and a reference to a group of things or persons includes each thing or person in that group;
  - (e) clauses, schedules and annexures are to those in this document, and a reference to this document includes any schedule and annexure;
  - (f) a person, corporation, trust, partnership, unincorporated body or other entity includes any of them;
  - (g) time is to Sydney time unless stated otherwise;
  - (h) legislation or other law or a provision of them includes regulations and other instruments under them, and any consolidation, amendment, re-enactment or replacement;
  - (i) a word or expression defined in legislation has the meaning given to it in that legislation.

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# Signing Page

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**EXECUTED AS AN AGREEMENT**

**DATED:**

**THE LESSOR – NSW LAND AND HOUSING CORPORATION**

As delegate of the New South Wales Land and Housing Corporation and )  
I hereby certify that I have no Notice of the Revocation of such delegation. )

in the presence of:

\_\_\_\_\_  
Signature of Delegate

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Delegate in FULL

\_\_\_\_\_  
Name of Witness in FULL

**THE LESSEE - [NAME OF LESSEE]**

**EXECUTED** in accordance with section 127 of the Corporations Act or the Lessee's Constitution

Signature	POSITION	Name in full
_____	Director	_____
_____	Secretary or Director	_____
_____	In the presence of WITNESS	_____

**SCHEDULE 1 TO ANNEXURE A**

**'PROPERTIES'**

Unit No.	Street No.	Street Name	Suburb	Folio Identifier