

**COOLOOLA WATERS
RETIREMENT VILLAGE**

DOCUMENT NUMBER

8

DOCUMENTS FOR LEASEHOLD UNIT

- A. Application Form
- B. Residence Contract
- C. Lease
- D. Certificate of Satisfaction and
Acknowledgement
- E. Plan Showing Lot
- F. Condition Report

DOCUMENTS FOR LEASEHOLD UNIT

A. APPLICATION FORM

COOLOOLA WATERS RETIREMENT VILLAGE

TO: The Manager,
Cooloola Waters Management Pty. Ltd.
The Esplanade,
TIN CAN BAY Q 4570

APPLICANT'S NAME:

Mr/Miss/Ms *Surname* *Christian Names*

Present Address:

| UNIT NO. | DEPOSIT | LEASE PURCHASE PRICE |
|----------|---------|----------------------|
|----------|---------|----------------------|

-

APPLICATION FOR RESIDENCE

1. We hereby apply to you as agent for Cooloola Retirement Villages Pty. Ltd. ("the Company") for a Lease of the Unit described above.
2. We attach my/our cheque/bank cheque/money order in payment of the required deposit made payable to Neilson Stanton & Parkinson Trust Account.
3. We acknowledge that this application is subject to acceptance by Cooloola Waters Management Pty Ltd ("the Manager") and Cooloola Retirement Villages Pty. Ltd. ("the Company").
4. We further acknowledge that this application may be withdrawn by me/us at any time prior to the Company and/or the Manager accepting this application or within 14 days thereafter.
5. We agree that we will, within 14 days of being requested to do so by the Manager and/or the Company, sign a lease of the Unit described above in Cooloola Waters Retirement Village's standard form and we am/are aware that if we fail to do so, my/our deposit may be forfeited.

We further agree that we will pay the balance of the Lease Purchase Price remaining after deducting the deposit, and the costs and expenses for which we am/are liable immediately upon the Company signing the Lease and making my/our Unit available to me/us for occupancy.
6. We warrant my/our personal details set out in the "Personal Details" form are to the best of my/our knowledge, true and correct.
7. We am/are aware of the procedure by which a residence contract may be rescinded.
8. We confirm that, if accepted as a Resident of the Village, we will be able to fulfil my/our financial commitments associated with Village living costs.

The Method of and the Right to Rescind or Withdraw the Application is set out in full under the heading "Cooling Off Period" which will be found at Part 3 Clauses 3.1 and 3.2 of the Public Information Document.

NOTICE OF RESCISSION of the Agreement created by the acceptance of this application shall be effected by one of the following methods:-

- (A) Delivery of the Notice personally to the Manager in exchange for acknowledgement of receipt; or**
- (B) Despatch of a facsimile notice; or**
- (C) Posting of the Notice by prepaid certified post to the manager.**

The notice must be delivered, despatched or posted either to Cooloola Retirement Villages Pty. Ltd. or to Neilson Stanton & Parkinson at the following addresses before 5.00 p.m. on the fourteenth day after you have received written notification that your Application for Residence has been accepted by the Company:

Cooloola Retirement Villages Pty. Ltd.,
C/- The Manager,
Cooloola Waters Management Pty. Ltd.,
34 Toolara Road,
TIN CAN BAY Q 4570.

Neilson Stanton & Parkinson,
Solicitors,
236 Mary Street,
GYMPIE Q 4570

Facsimile No. (074) 827180

Applicant's signature

Applicant's signature

Witness

Witness

Date

Date

I/We am/are aware of the procedure by which my application may be rescinded or withdrawn.

DOCUMENTS FOR LEASEHOLD UNIT

B. RESIDENCE CONTRACT

RESIDENCE CONTRACT

THIS RESIDENCE CONTRACT is made this day of , 2018.

BETWEEN: COOLOOLA RETIREMENT VILLAGES PTY. LTD.
A.C.N.010 977 849 of 1 Toolara Road, Tin Can Bay in the State of
Queensland (in this Agreement called "the Owner") of the First Part

AND The person or persons described in Schedule "A" as "the
Resident" (in this Agreement called "the Resident") of the
Second Part

WHEREAS:

A. The Owner is the Registered Proprietor of land described as Lot
1 on Survey Plan 138777, County March, Parish Toolara
contained in Title Reference No. 50423709. This land is
situated at Tin Can Bay, in the State of Queensland bounded by
Toolara Road, The Esplanade and Coral Trout Drive and is
more particularly described under the definition "the Land" in
Clause 12.1 hereof.

B. The Resident has made application to the Owner for the right to
lease a Residential Unit, and the Owner has agreed to grant that
right to occupy subject to the terms and conditions set out in
this agreement.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1.0 Agreement to Lease

1.1 Subject to the terms and conditions herein set out, the Owner agrees to grant to the Resident and the Resident agrees to take from the Owner a lease of the residential unit more particularly described beside the term "the Residential Unit" in schedule "A" hereto, for a term of ninety-nine (99) years, or the earlier death of the Resident.

1.2 The Owner and the Resident agree to be bound by the terms and conditions of the lease as set out in the Public Information Document.

1.3 The Owner and the Resident agree that the lease shall be personal to the Resident and shall not, except as provided for in the Lease, be capable of being assigned or otherwise dealt with by the Resident.

2.0 Commencement of Lease

2.1 The lease shall commence on the settlement date pursuant to Clause 6 of this Agreement.

3.0 Resident's "Ingoing Contributions"

3.1 In return for the grant of the lease as provided for in the previous clauses of this agreement, the Resident shall pay to the Owner the sum of money described as the "Ingoing Contributions" in Schedule "A" hereto.

3.2 The "Ingoing Contributions" as described in Schedule "A", shall be paid by the Resident to the Owner in the following manner:-

3.2. (a) A deposit, in the amount set out beside the term "Deposit" in Schedule "A" hereto, will be paid to the Trust Account of Neilson Stanton & Parkinson ("the Stakeholder") as and by way of deposit, forthwith upon delivery of the Application for Residence form.

Should the Resident object to the paying of the deposit to the Trust Account of Neilson Stanton & Parkinson, then in terms of Section 46(1) of the Retirement Villages Act, the deposit will be paid to the Public Trustee.

(b) The balance of the "Ingoing Contributions" shall be paid by **BANK CHEQUE** to the Stakeholders on or before the settlement date referred to in Clause 6.0 hereof.

3.3 If this agreement is terminated by the Owner, upon default by the Resident, the Stakeholders shall pay the Deposit to the Owner within ten (10) days of receipt of notice to that effect. If this Agreement is terminated pursuant to Clause 7 of this Agreement the Stakeholders shall pay the Deposit to the Resident (or his or her estate) within ten (10) days of receipt of notice to that effect.

4.0 Payment of Deposit

4.1 Pending payment to the Owner or the refund to the Resident of the Deposit, the Stakeholders shall hold the Deposit upon trust for the Resident, but subject to the terms hereof.

5.0 Acknowledgments by Resident

5.1 The Resident by this agreement acknowledges:

(a) That this Agreement and the Lease forms the whole of the agreement between the Resident and the Owner, provided that the provisions of the Public Information Document approved by the Registrar are incorporated into this Agreement by the terms of the Retirement Villages Act 1999.

(b) That no promises or representations have been made by the Manager or by the Owner or by any other person on behalf of the Owner as to the provision of services (including without limiting the generality of the foregoing the provision of nursing or medical services or personal care or assistance), other than as are set out in this Agreement and in the Public Information Document approved by the Registrar.

6.0 Settlement

6.1 Settlement shall be effected and the balance of the Ingoing Contribution paid to the Stakeholder on the Settlement Date being:-

- (a) fifteen days after the date hereof; or
- (b) fifteen days after satisfaction of any special conditions noted in Schedule "A"; or
- (c) upon the date for completion shown in Schedule "A"; or
- (d) upon receipt of the following documents by Neilson Stanton & Parkinson:-
 - (i) Signed "Certificate of Satisfaction and Acknowledgment" in the form appearing in the Public Information Document; and
 - (ii) Signed Residence Contract and Lease (unstamped but otherwise in registrable form); and
 - (iii) The Local Authority consent to the Lease, so as to allow for the registration of the same in accordance with the requirements of the Land Title Act 1994.

whichever is the later.

7.0 Lapse of Agreement Before Commencement of Lease

7.1 If, after the due execution of this Agreement but before the date of commencement of the lease, the Resident, or one of the Residents where there are two Residents, shall die, this agreement shall (at the option of the surviving Resident in the event that one of two joint Residents has died) be at an end, and all moneys paid by the Resident pursuant to the provisions hereof, shall be refunded (without abatement) by the Stakeholders and the Agreement shall thereupon be deemed performed and discharged by the parties thereto.

8.0 Specifications of Unit - Cost of Fitting Out Unit

8.1 All residential units will contain all those facilities and fittings as inspected by the Resident. The cost of any extra facilities or fittings at the request of the Resident shall be added to the amount payable by the Resident on entering into this Residence Contract.

8.2 In the event that any dispute arises between the Resident and the Owner as to the cost of extra facilities and fittings or as to the extent to which they exceed the cost of the standard facilities and fittings then the dispute shall be referred to such architect as may be nominated for the purpose, at the request of the Owner, by the President at the time of the Royal Australian Institute of Architects (Queensland Division). Such architect shall act as an expert in resolving the dispute and not as an arbitrator, and his decision shall be final and binding on all parties.

8.3 The terms of appointment of the architect to resolve the dispute shall include the following:

- (a) that the architect shall make his decision in respect of the dispute and advise the parties to the dispute of that decision within fourteen (14) days of his being appointed;
- (b) that, in the event that the architect determines that the cost of the special facilities and fittings, to the extent that they exceed the cost of the standard facilities and fittings, is

equal to or more than the amount claimed by the Owner, then the Resident shall pay the costs of the architect, but if otherwise, the Owner shall pay the costs.

9.0 Occupation of the Unit

9.1 In the event that the Resident, with the consent of the Owner, enters into occupation of the Residential Unit prior to the date of commencement of the Lease, then the Resident shall during that period be a tenant at will only, but shall perform and observe all the other terms and conditions of the Lease, including the obligation to pay the "Services Charge" defined in the Lease in respect of the period of occupancy as such tenant at will.

9.2 Prior to the Resident entering into occupation of the unit (whether before or after entry into the Lease) both the Resident and the Manager shall complete and sign the Condition Report detailing the condition of the unit prior to commencement of occupation by the Resident. The Resident acknowledges that this Condition Report will be used in determining the Resident's requirements to refurbish the unit at the conclusion of the Residents Contract in accordance with Clause 16.8 of the Lease.

10.0 The terms and conditions of Lease

10.1 The terms and conditions of the Lease which the parties agree to enter into in terms of this Residence Contract form part of and are to be read in conjunction with this Residence Contract.

11.0 Miscellaneous

11.1 The Owner may at any time require the Resident to make himself or herself available for medical assessment or for assessment under the *Aged Care Act 1997*, and the Resident shall allow the Owner full access to any such medical reports or reports prepared after assessment under the Aged Care Act.

11.2 The Resident shall pay the Owners legal costs of preparation, execution, stamping and registration of the Lease in the amount set out beside the term "Legal Costs Payable by the Resident" in Schedule "A" hereto. The said costs shall be paid prior to the commencement of the lease. Any stamp duty payable in respect of this Agreement or in respect of the Lease or in respect of the transactions effected by this Agreement or by the Lease, the registration fees associated with the registration of the Lease with the Department of Freehold Land Titles, all plan fees and fees for obtaining the Local Authority Consent to the Lease shall be payable by the Resident.

11.3 Any notices required to be served upon the Owner or the Manager pursuant to this Agreement or pursuant to the Lease may be given by any one or more of the following methods:

- (a) delivery of the notice personally in exchange for acknowledgment of receipt;
- (b) despatch of a telegram, telex or facsimile notice; or
- (c) posting of the notice by prepaid certified post.

The notice must be delivered, dispatched or posted to one of the following offices:-

Cooloola Retirement Villages Pty Ltd of care of 1 Toolara Road, Tin Can Bay.

Neilson Stanton & Parkinson, 236 Mary Street, Gympie.

12.0 Definitions

12.1 In this agreement, where the context permits, the following words and expressions have the meanings respectively set out:-

"the Architect of the Retirement Village" - the Architect appointed by the Owner

"The Curtilage of the Residential Unit" - that area immediately adjacent the Residential Unit as is designed for use by the Resident in particular and as is separated from the balance of the common areas by a fence or delineation on the plan.

"the Ingoing Contribution" - the Lease Purchase Price payable by the Resident plus the Entry Fee as set out in Schedule "A".

"balance of Ingoing Contributions" - the amount described as the "Ingoing Contributions" in Schedule "A" less the amount described as "the deposit" in Schedule "A".

"the Land" - the property described as follows:-

Lot 1 on SP 138777 in the County of March Parish of Toolara containing an area of 1.2060 hectares and contained in Title Reference 50423709

"the Lease" - the lease of the Retirement Unit to be granted to the Resident pursuant to this Residence Contract and more particularly set out in the Public Information Document

"the Owner" - Cooloola Retirement Villages Pty Ltd and its successors in title.

"the Public Information Document" - the document approved as such by the Registrar in respect of the Retirement Village.

"the Registrar" - the Registrar of Retirement Villages.

"the Resident" - the person or persons described as such in Schedule "A".

"Residential Unit" and "Unit" - the unit which is the subject of this Residence Contract. The term includes, where applicable, any carport leased for use in association with the Residential Unit and the Curtilage of the Residential Unit.

"the Retirement Village" - such part of the property referred to in recital A as is developed for use as a retirement village together with all the buildings constructed and used for that purpose.

"the Stakeholders" - Messrs Neilson Stanton & Parkinson, solicitors.

IN WITNESS WHEREOF the parties hereto have executed these presents the day and year first hereinbefore written.

COOLOLA RETIREMENT)

VILLAGES PTY LTD ACN 010)

977 849 by its duly constituted)

Attorney Peter Lloyd Martin)

Under Power of Attorney)

No 717456890)

Peter Lloyd Martin

Witness (who warrants that they are not a party to this deed or named herein)

Full Name of Witness _____

Full address of Witness _____

COOLOLA WATERS)

MANAGEMENT PTY LTD ABN))

99 011 032 787 by its duly constituted)

Attorney Peter Lloyd Martin)

under Power of Attorney No.)

717456870)

Peter Lloyd Martin

Witness (who warrants that they are not a party to this deed or named herein)

Full Name of Witness _____

Full address of Witness _____

SIGNED SEALED AND DELIVERED as a)

Deed by the said _)

in the presence of:)

Witness (who warrants that he is not a party to this deed or named herein)

Full name of Witness _____

Full address of Witness _____

SIGNED SEALED AND DELIVERED as a)
Deed by the said)
in the presence of:) _____

Witness (who warrants that he is not a party to this deed or named herein)

Full name of Witness _____

Full address of Witness _____

SCHEDULE "A" TO THE RESIDENCE CONTRACT

The Resident:

The Residential Unit:

No as outlined on the plan appearing as Schedule "B" to the Residence Contract, together with (if applicable), the carport outlined on the plan for use in association with the Unit.

The Ingoing Contribution:

Lease Purchase Price

Entry Fee

Total:

The Deposit:

The Balance of the Ingoing Contributions:

Special Conditions

Settlement Date:

Legal Costs Payable by Resident: professional costs

\$0.00

Stamp Duty

to be advised

Registration Fees

Plan Fees

Total

**SCHEDULE "B" TO THE RESIDENCE CONTRACT
PLAN SHOWING RESIDENTIAL UNIT**

Insert Plan here