



HERBERT SMITH
FREEHILLS
KRAMER

Deed

Deed of Novation of Car Park Licence

Allocated Car Parking Space:

**Owners Corporation No. 1 of Plan of Subdivision
840580S**

OC

**Assemble TSK Pty Ltd ACN 641 420 260 as
trustee for the Assemble TSK Trust (ABN 25 156
563 287)**

Existing Licensee

[INSERT PURCHASER]

New Licensee



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Reference Table

Date ►

Parties

OC

Owners Corporation No. 1 of Plan of Subdivision 840580S

Address: c/- The Knight, PO Box 678, Malvern VIC 3144

Email: theknight@theknight.com.au

Licensee

**Assemble TSK Pty Ltd ACN 641 420 260 as trustee for the
Assemble TSK Trust (ABN 25 156 563 287)**

Address: c/- Assemble Communities Pty Ltd
19 Thompson Street, Kensington VIC 3031

Email: hello@assemblecommunities.com

New Licensee

[INSERT PURCHASER NAME AND CONTACT/NOTICE DETAILS]

Recitals

- 1 The OC is the registered proprietor of the Common Property.
 - 2 The Car Park forms part of the Common Property.
 - 3 The OC has entered into a Car Park Licence Deed with the Existing Licensee that grants the Existing Licensee the right to use the Allocated Car Parking Space for car parking on the terms of the deed.
 - 4 The Existing Licensee is the owner of the Lot and has entered into a contract of sale to transfer the Lot to the New Licensee.
 - 5 The Existing Licensee wishes to transfer the rights and obligations of the Existing Licensee under the Car Park Licence Deed to the New Licensee from and including the Novation Date.
 - 6 The OC has agreed to the transfer the rights and obligations of the Car Park Licence Deed by the Existing Licensee to the New Licensee on the conditions of this deed.
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1 Definitions, interpretation and deed components

1.1 Definitions

The meanings of the terms used in this deed are set out below.

Term	Meaning
Allocated Car Parking Space	that part of the Car Park to be used by Existing Licensee (and from the Novation Date, the New Licensee) as specified in the Car Park Licence Deed.
Building	the building in Item 1.
Car Park	the car park as defined in the Car Park Licence Deed.
Car Park Licence Deed	the car park licence deed described in Item 2 and attached as Schedule 1.
Common Property	the common property as defined in the Car Park Licence Deed.
Item	an item in the Reference Table.
Licence Conditions	the conditions of the Car Park Licence Deed.
Licence Fee	the licence fee payable under the Car Park Licence Deed.
Licensee's Proportion	has the meaning set out in the Car Park Licence Deed.
Lot	a lot in Plan of Subdivision 840580S.
New Licensee	the person named in the Reference Table and includes, where the context allows: <ol style="list-style-type: none">1 if the New Licensee is a body corporate, the New Licensee's successors;



Term	Meaning
	<p>2 if the New Licensee is an individual, the New Licensee's executors and administrators; and</p> <p>the New Licensee's assigns and persons claiming through the New Licensee.</p>
Novation Date	the date in Item 3.
Outgoings	has the meaning set out in the Car Park Licence Deed.
Term	the current term of the Car Park Licence Deed.

1.2 Interpretation

In this deed, unless the context requires otherwise:

- (a) Headings and bold type are for convenience only and do not affect the interpretation of this deed.
- (b) The singular includes the plural and the plural includes the singular.
- (c) Words of any gender include all genders.
- (d) A reference to a party to this deed includes that party's executors, administrators, successors and permitted assigns;
- (e) An expression importing a person includes any company, partnership, joint venture, association, corporation or other body corporate and any Government Agency as well as an individual.
- (f) A reference to a clause, party, schedule, attachment or exhibit is a reference to a clause of, and a party, schedule, attachment or exhibit to, this deed.
- (g) A reference to any legislation includes all delegated legislation made under it and amendments, consolidations, replacements or re enactments of any of them.
- (h) A promise on the part of 2 or more persons binds them jointly and severally.
- (i) No provision of this deed will be construed adversely to a party because that party was responsible for the preparation of this deed or that provision.
- (j) A reference to a body, other than a party to this deed (including an institute, association or authority), whether statutory or not:
 - (1) which ceases to exist; or
 - (2) whose powers or functions are transferred to another body,
 is a reference to the body which replaces it or which substantially succeeds to its powers or functions.



1.3 Deed components

This deed includes the Reference Table and any schedules or attachments.

2 Novation

2.1 Car Park Licence Deed novated

- (a) As from the Novation Date, the Car Park Licence Deed is novated to the New Licensee with the effect that:
 - (1) the New Licensee replaces the Existing Licensee under the Car Park Licence Deed; and
 - (2) a reference in the Car Park Licence Deed to the Existing Licensee must be read as a reference to the New Licensee.
- (b) OC acknowledges that from the Novation Date, the New Licensee has replaced the Existing Licensee under the Car Park Licence Deed in accordance with this deed and OC must comply with the Car Park Licence Deed on that basis.

2.2 Rights and obligations

- (a) Subject to clause 2.2(b), from the Novation Date, the New Licensee obtains all rights, and assumes all obligations, of the Existing Licensee under the Car Park Licence Deed which accrue at or after the Novation Date. The New Licensee does not obtain any rights or assume any obligations or liabilities under the Car Park Licence Deed which accrued before the Novation Date.
- (b) The New Licensee does not assume any obligation to pay any amount which is payable by the Existing Licensee under or in respect of the Car Park Licence Deed solely in respect of anything done or not done before the Novation Date.

2.3 New Licensee's promises to Existing Licensee

The New Licensee promises the Existing Licensee that the New Licensee:

- (a) has read and understands the Licence Conditions; and
- (b) will from the Novation Date during the balance of the Term and any extension or renewal of the Term:
 - (1) pay the Licence Fee, Licensee's Proportion of Outgoings and other money payable by the Existing Licensee under the Car Park Licence Deed on the days and in the way provided in the Car Park Licence Deed;
 - (2) obey the Existing Licensee's other obligations under the Car Park Licence Deed; and
 - (3) indemnify the Existing Licensee against all loss from non-payment of the Licence Fee, Licensee's Proportion of Outgoings and other money payable by the Existing Licensee under the Car Park Licence Deed or breach by the New Licensee of the Licence Conditions.



3 Adjustment of Licence Fee and Outgoings

All Licence Fees, Outgoings and other money payable by the Existing Licensee under the Car Park Licence Deed or relating to the Premises will be adjusted between the Existing Licensee and the New Licensee as at the Novation Date.

4 New Licensee's promises to OC

The New Licensee promises the OC that the New Licensee will from the Novation Date during the balance of the Term and any extension or renewal of the Term:

- (a) pay the Licensee Fee, Licensee's Proportion of Outgoings and other money payable by the Existing Licensee under the Car Park Licence Deed on the days and in the way provided in the Car Park Licence Deed; and
- (b) obey the Existing Licensee's other obligations under the Car Park Licence Deed.

5 Release of Existing Licensee

The OC release and discharges the Existing Licensee from all obligations under or in respect of the Car Park Licence Deed which accrue at or after the Novation Date.

6 Variation of Licence

6.1 Variation

- (a) With effect from the Novation Date, the parties agree that the Car Park Licence Deed is amended as follows:

(1) In clause 1.1, a new definition is inserted:

"Occupant: a person or persons residing in a Lot owned by the Licensee."

(2) Clause 2 is amended to:

"The OC grants the Licensee a licence for the Term for the Licensee and an Occupant (with consent of the Licensee) to park a car in the Allocated Car Parking Space."

6.2 Licence otherwise unchanged

Except as varied under clause 6.1:

- (a) the terms of the Car Park Licence Deed remain unchanged; and
- (b) the parties confirm the terms of the Car Park Licence Deed as varied by this deed.



7 Goods and Services Tax (GST Exclusive Prices)

- (a) Any reference in this clause to a term defined or used in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) is, unless the context indicates otherwise, a reference to that term as defined or used in that Act.
- (b) Unless expressly included, the consideration for any supply made under or in connection with this deed does not include an amount on account of GST in respect of the supply (**GST Exclusive Consideration**) except as provided under this clause.
- (c) Any amount referred to in this deed (other than an amount referred to in clause 7(g)) which is relevant in determining a payment to be made by one of the parties to the other is, unless indicated otherwise, a reference to that amount expressed on a GST exclusive basis.
- (d) To the extent that GST is payable in respect of any supply made by a party (**Supplier**) under or in connection with this deed, the consideration to be provided under this deed for that supply (unless it is expressly stated to include GST) is increased by an amount equal to the GST Exclusive Consideration (or its GST exclusive market value if applicable) multiplied by the rate at which GST is imposed in respect of the supply.
- (e) The recipient must pay the additional amount payable under clause 7(d) to the Supplier at the same time as the GST Exclusive Consideration is otherwise required to be provided.
- (f) Whenever an adjustment event occurs in relation to any taxable supply made under or in connection with this deed the Supplier must determine the net GST in relation to the supply (taking into account any adjustment) and if the net GST differs from the amount previously paid under clause 7(e), the amount of the difference must be paid by, refunded to or credited to the recipient, as applicable.
- (g) If one of the parties to this deed is entitled to be reimbursed or indemnified for a loss, cost, expense or outgoing incurred in connection with this deed, then the amount of the reimbursement or indemnity payment must first be reduced by an amount equal to any input tax credit to which the party being reimbursed or indemnified (or its representative member) is entitled in relation to that loss, cost, expense or outgoing and then, if the amount of the payment is consideration or part consideration for a taxable supply, it must be increased on account of GST in accordance with clause 7(d).

8 General

8.1 Payment of OC's costs and stamp duty

The New Licensee must pay the OC's costs and disbursements (including legal costs on a solicitor and own client basis) of and incidental to the negotiation, preparation, execution of this deed and any stamp duty required as a consequence of this deed.



8.2 Further action

The New Licensee and the OC must each do everything necessary to give effect to this deed.

8.3 Victorian law applies

This deed is governed by Victorian law.



Schedule 1

Car Park Licence Deed

[INSERT THE EXISTING CAR PARK LICENCE DEED]



Signing page

Executed as a deed on the date in the Reference Table

OC

EXECUTED by Owners Corporation)
No. 1 of Plan of Subdivision 840580S)

in accordance with section 10 of the Owners Corporations Act 2006 by persons who each declare and confirm that they are each Lot Owners of separate lots and members of the Owners Corporations or directors of a body corporate that is a Lot Owner of separate lots and members of the Owners Corporation.

.....
Signature of Member of Owners Corporation

.....
Signature of Member of Owners Corporation

.....
Name of Member of Owners Corporation

.....
Name of Member of Owners Corporation

.....
Address of Member of Owners Corporation

.....
Address of Member of Owners Corporation

.....
Lot No. and Position (Lot Owner/Director of Lot Owner)

.....
Lot No. and Position (Lot Owner/Director of Lot Owner)



Existing Licensee

SIGNED SEALED AND DELIVERED for
Assemble TSK Pty Ltd ACN 641 420 260 as
trustee for the Assemble TSK Trust

by its attorney

Signature of attorney

Name of attorney (print)

New Licensee

Signed by

[INSERT NAME]

sign here ▶ _____

print name _____

New Licensee

Signed by

[INSERT NAME]

sign here ▶ _____

print name _____



New Licensee

Signed by

[INSERT NAME]

sign here ► _____

print name _____